



# City of Littleton

## Meeting Agenda - Final

### City Council

---

Tuesday, December 1, 2020

6:30 PM

---

#### Virtual Regular Meeting

#### Viewing and Participation Options for Virtual Meetings:

Due to COVID-19, the City of Littleton is providing virtual coverage of city council meetings to protect the health of citizens, council members and staff. Meetings will not be held in the council chamber until further notice.

Options for viewing and participating in city council meetings are as follows: watch the live telecast on Comcast or Century Link Channel 8, live on Facebook ([www.Facebook.com/CityofLittleton](http://www.Facebook.com/CityofLittleton)), or visit [www.littletongov.org/channel8](http://www.littletongov.org/channel8) to watch the live stream on the city's website.

To provide written remarks during the Public Comment part of the agenda, or to comment on an agenda item during a Public Hearing, submit a statement using the Agenda Item Comment Form at [www.littletongov.org/agenda-comment](http://www.littletongov.org/agenda-comment). Comments received prior to 4 p.m. on the date of the council meeting will be presented to the mayor and council members.

To provide live comments during the meeting, use one of the following phone numbers to call in: **669-900-6833** (or) **346-248-7799** (or) **408-638-0968**. When prompted, enter the Webinar ID: **966 3478 6907**. Contact the City Clerk's Office at **303-795-3780** with any questions regarding this process.

**\*NOTE\***: Comments left on Facebook Live will not be moderated and will not be included in the meeting minutes. Those wishing to participate in any public comment portion of the meeting are advised to view the meeting here: <https://www.littletongov.org/my-littleton/littleton-8-tv>. This broadcast has the least amount of delay.

#### 1. Roll Call

---

#### 2. Approval of Agenda

---

#### 3. Comments / Reports

---

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

d) Mayor

#### **4. Citizen Appearances - None**

#### **5. Public Comment**

Citizens wishing to provide public comment prior to the meeting, or who wish to participate via phone, please see instructions listed at the top of the agenda.

#### **6. Consent Agenda Items**

- a) [Ordinance 43-2020](#) Ordinance 43-2020: An ordinance on first reading rezoning approximately 180 acres in the Downtown Neighborhood from various zoning districts to the Downtown (DT) District and amending the official Zoning Map accordingly
- Attachments:** [1. Ordinance No. 43-2020](#)  
[2. PC Resolution No. 06-2020](#)  
[3. Application](#)  
[4. Legal Notice](#)  
[5. Public Comment Memo](#)
- b) [Ordinance 45-2020](#) Ordinance 45-2020: An ordinance on first reading amending Ordinance 36, Series 2020, known as the "Annual Appropriation Bill" 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, 2021 and ending December 31, 2021
- Attachments:** [1. Ordinance No. 45-2020](#)
- c) [Resolution 78-2020](#) Resolution 78-2020: Approving the continuation of the Next Generation Advisory Committee past the sunset date of December 2020
- Attachments:** [1. Resolution No. 78-2020](#)  
[2. NGAC Updated Workplan](#)  
[3. Presentation Res. 78-2020](#)
- d) [ID# 20-300](#) Approval of the November 17, 2020 virtual regular meeting minutes
- Attachments:** [1. 11-17-2020 - CC Minutes - DRAFT](#)

#### **7. General Business - None**

#### **8. Ordinances on Second Reading and Public Hearing**

- a) [Ordinance 44-2020](#) Ordinance 44-2020: An ordinance on second reading authorizing renewal of four farm lease agreements for South Platte Renew

- Attachments:**
- [1. Ordinance No. 44-2020](#)
  - [2. Farm Lease Agreement - Beichle 2021](#)
  - [3. Farm Lease Agreement - Craig Farms 2021](#)
  - [4. Farm Lease Agreement - Meier 2021](#)
  - [5. Farm Lease Agreement - Progressive Farms 2021](#)
  - [6. South Platte Renew September 2020 Monthly Progress Report](#)

- b) [Ordinance 28-2020](#) Ordinance 28-2020: An ordinance on second reading approving a five-year agreement with Cartegraph Systems LLC for an enterprise asset management system

- Attachments:**
- [1. Ordinance No. 28-2020](#)
  - [2. Cartegraph Software and Services Contract](#)
  - [3. Presentation Ord. 28-2020](#)

- c) [Ordinance 47-2020](#) Ordinance 47-2020: An ordinance on second reading amending Chapter 20, of Title 3, of the Littleton City Code regarding medical marijuana centers

- Attachments:**
- [1. Ordinance No. 47-2020](#)
  - [2. Presentation Ord. 47-2020 and 48-2020](#)

- d) [Ordinance 48-2020](#) Ordinance 48-2020: An ordinance on second reading amending Chapter 21, of Title 3, of the Littleton City Code regarding retail marijuana establishments

- Attachments:**
- [1. Ordinance No. 48-2020](#)

## **9. Adjournment**

The public is invited to participate in, and/or attend, all regular meetings or study sessions of the City Council or any city Authority, Board or Commission. ***The Littleton Center is currently closed to the public and meetings are being conducted virtually.***



Staff Communication

---

**File #:** Ordinance 43-2020, **Version:** 1

---

Agenda Date: 12/01/2020

**Subject:**

Ordinance 43-2020: An ordinance on first reading rezoning approximately 180 acres in the Downtown Neighborhood from various zoning districts to the Downtown (DT) District and amending the official Zoning Map accordingly

Prepared by: Jennifer Q. Henninger, Director of Community Development

**PURPOSE:**

To approve an amendment to the official zoning map that is reflective of the recently adopted Title 10 amendments. This is a city-initiated rezoning application which requires a public hearing.

**PRESENTATIONS:**

**Staff Presenter(s):** Jennifer Henninger, Director of Community Development  
Michael Sutherland, Deputy Director of Community Development

**Additional Presenter(s):** N/A

**SUMMARY:**

In accordance with 10-12-1: Declaration of Public Policy for Rezoning - the official zoning map should only be amended if it is consistent with the goals and policies of the Envision Littleton Comprehensive Plan and promotes the general welfare of the community. On October 6, 2020, council adopted Ordinance 34-2020 creating the DT (Downtown) zone district and amending various sections of Title 10 of the Littleton City Code to incorporate the new zone district. On October 8, 2020, city staff made an application to rezone approximately 180 acres in the downtown area (as defined by attached map) from various zoning districts including CA, CA-PDO, B-2, B-2 PDO, R-5, R-5 PDO, PD-R, I-2, I-2 PDO, B-3, and OS to the DT zone district and amend the official zoning map accordingly. Both actions are consistent with the goals and policies of the Envision Littleton Comprehensive Plan.

**PRIOR ACTIONS OR DISCUSSIONS:**

Envision Littleton was developed to be a multi-year and multi-milestone commitment to planning for the next 20 years of the city. The top priority identified in the Envision Littleton Comprehensive Plan is to update the city's regulatory framework and transition to a Unified Land Use Code (ULUC). The ULUC kicked off during the February 10, 2020 community event hosted at Town Hall Arts Center and the February 11 joint leadership session of council and planning commission.

The first Envision Studio focused on downtown was held in March after which council amended KKC's contract to draft the contents of KKC's deliverable #1 - downtown building block, by amending the city's existing Title 10, Zoning Regulations; and carrying over the contents of KKC deliverable #1 from the existing

Title 10 to the consolidated public review draft of the ULUC in enCodePlus set for release in June 2021.

Council adopted Phase I amendments to the city code relative to downtown in May of this year. The second Envision studio, focused on downtown, was held on Monday, May 18, 2020 at 4:00 p.m. as a virtual webinar with 72 community attendees and about 20 staff, members of council and boards, and consultants. Council held study sessions in May and June to continue the policy discussion that provided direction for the public draft of Phase II amendments.

The public review and comment period of proposed Phase II amendments to Title 10 of the city code were held the entire month of July. In August, the historical preservation board (HPB) held a public hearing and unanimously found the proposed Phase II amendments relative to downtown Littleton consistent with the vision, goals, and policies of the Envision Littleton Comprehensive Plan and recommended city council approve with three conditions. In August, city council and planning commission held a joint study session to discuss the revised draft Phase II amendments. On August 31, 2020, the planning commission adopted Resolution 5-2020 recommending approval with conditions of the Phase II amendments to the Littleton City Code, including the creation of the DT zone district. City council adopted Phase II amendments to Title 10 with conditions on October 6, 2020.

On November 9, 2020, the Littleton Planning Commission conducted a public hearing to consider the proposed rezoning. Following the hearing, the planning commission adopted a resolution recommending approval of the ordinance, with no conditions, by a 7-0 vote.

**ANALYSIS:**

Staff Analysis

The downtown Littleton area (W. Church Avenue north to W. Belleview Avenue, the BNSF Railroad west to S. Santa Fe Drive) contains approximately 180 acres of which 121.3 acres are parcels/lots, and the remaining 58.7 acres are public right-of-way. There are 448 parcels/lots in the downtown Littleton area. The following tables describe the existing zoning and the proposed DT zoning.

<b>Existing Zoning</b>			
<b>Zone District</b>	<b>Total Number of Lots</b>	<b>Total Area of Lots (in acres)</b>	<b>Average Lot Size (in square feet)</b>
R-5	84	10.6	5,503
B-2	14	7.4	22,979
B-3	5	1.9	16,707
CA	337	67.8	8,764
I-2	3	16.7	242,630
PD-R	2	13.7	298,118
OS	2	1.1	23,272
CA/I-2	1	2.1	92,599
<b>Total</b>	<b>448</b>	<b>121.3</b>	

DT Zoning			
Character Area	Total Number of Lots	Total Area of Lots (in acres)	Average Lot Size (in square feet)
DNR	79	13.1	7,217
DTA	134	16.6	5,381
DMS	53	10.6	8,747
DMU	164	50.2	13,342
DMU 3-Story Max	9	7.0	33,966
DMS/DTA	2	1.4	29,588
PI	3	11.5	167,451
PI/OS	1	7.7	334,793
OS	3	3.2	46,381
<b>Total</b>	<b>448</b>	<b>121.3</b>	

The proposed rezoning is an early step toward the ULUC, which will align the historic, development, and subdivision codes with the adopted Envision Littleton Comprehensive Plan. This early step is designed to bring the principles of the ULUC to the downtown area, which has been subject to significant growth and character changes in the recent past.

Adoption of Title 10 amendments and the subsequent proposed rezoning necessitating a map amendment are being done in accordance to 10-12-1: Declaration of Public Policy for Rezoning. According to this section, the official zoning map should only be amended if it is consistent with the goals and policies of the Envision Littleton Comprehensive Plan, as well as promotes the general welfare of the community. In staff’s opinion, the proposed zoning map for downtown is consistent with the goals and policies of the Envision Littleton Comprehensive Plan and promotes the general welfare of the community.

Council Goal, Objective, and/or Guiding Principles

Goal 1: Envision Littleton.

The top priority identified in the Envision Littleton Comprehensive Plan is to transition to a ULUC and implement additional code enhancements, respectively. The proposed rezoning of the downtown area applies the adopted DT zone district to the 180-acre downtown area and these changes will carry forward into the ULUC effort.

Fiscal Impacts

Not applicable. The DT zone district allows similar uses in similar densities to the existing zoning.

Alternatives

Council may deny the proposed ordinance. This alternative will retain the existing zoning of the downtown area.

**STAFF RECOMMENDATION:**

Staff recommends approval of Ordinance 43-2020.

**PROPOSED MOTION:**

I move to approve the ordinance on first reading rezoning approximately 180 acres in the Downtown Neighborhood from various zoning districts to the Downtown (DT) District and amending the official Zoning Map accordingly and to set the second reading and public hearing for December 17, 2020.

**REFERENCES:**

10-12-1: Declaration of Public Policy for Rezoning

[https://codelibrary.amlegal.com/codes/littletonco/latest/littleton\\_co/0-0-0-9853#JD\\_10-12-1](https://codelibrary.amlegal.com/codes/littletonco/latest/littleton_co/0-0-0-9853#JD_10-12-1)

<[https://codelibrary.amlegal.com/codes/littletonco/latest/littleton\\_co/0-0-0-9853](https://codelibrary.amlegal.com/codes/littletonco/latest/littleton_co/0-0-0-9853)>

Envision Littleton Comprehensive Plan

<<https://www.littletongov.org/home/showdocument?id=21312>>

4 Character Areas, Rezone FAQ, Rezone Map, Rezone Calendar, Rezone - New Title 10

<<http://online.encodeplus.com/regs/littleton-co/index.aspx>>





48 recommended City Council approve the proposed rezoning of the Downtown Area; and

49

50 **WHEREAS**, the City Council finds that the proposed rezoning of the Downtown  
51 Area is consistent with both the Comprehensive Plan and the Declaration of Public Policy for  
52 Rezoning, and is in the best interest of the city, promoting the public health, safety, and welfare of  
53 its inhabitants.

54

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

57

58 **Section 1:** All properties within the Downtown Area as described in Exhibit A  
59 are hereby rezoned to the Downtown (DT) District.

60

61 **Section 2:** The official zoning map is hereby amended as shown in Exhibit B  
62 of this Ordinance as set forth and fully incorporated herein.

63

64 **Section 3:** Severability. If any part, section, subsection, sentence, clause or  
65 phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the  
66 validity of the remaining sections of this ordinance. The City Council hereby declares that it would  
67 have passed this ordinance, including each part, section, subsection, sentence, clause or phrase  
68 hereof, irrespective of the fact that one or more parts, sections, subsections, sentences, clauses or  
69 phrases may be declared invalid.

70

71 **Section 4:** Repealer. All ordinances or resolutions, or parts thereof, in conflict  
72 with this ordinance are hereby repealed, provided that this repealer shall not repeal the repealer  
73 clauses of such ordinance nor revive any ordinance thereby.

74

75

76 INTRODUCED AS A BILL at a regularly scheduled meeting of the City Council

77 of the City of Littleton on the 1<sup>st</sup> day of December, 2020, passed on first reading by a vote of \_\_\_

78 FOR and \_\_\_ AGAINST; and ordered published by posting at Littleton Center, Bemis Library,

79 the Municipal Courthouse and on the City of Littleton Website.

80 PUBLIC HEARING on the Ordinance to take place on the 15<sup>th</sup> day of December,

81 2020, in the Council Chamber<sup>1</sup>, Littleton Center, 2255 West Berry Avenue, Littleton, Colorado,

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

83

84 PASSED on second and final reading, following public hearing, by a vote of \_\_\_\_\_FOR  
85 and \_\_\_\_\_ AGAINST on the 15<sup>th</sup> day of December, 2020 and ordered published by posting at  
86 Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

87 ATTEST:

88 \_\_\_\_\_  
89 Colleen L. Norton  
90 CITY CLERK

\_\_\_\_\_

Jerry Valdes  
MAYOR

92 APPROVED AS TO FORM:

93 \_\_\_\_\_  
94 \_\_\_\_\_  
95 Reid Betzing  
96 CITY ATTORNEY



97  
98  
99  
100  
101  
102  
103  
104  
105

<sup>1</sup> Due to COVID19, the City of Littleton is providing virtual coverage of city council meetings to protect the health of citizens, council members and staff. Meetings will not be held in the council chamber until further notice.

# Exhibit A

## Legal description

An area of approximately 180 acres bounded on the north by the center line of the West Belleview Avenue (also known as Colorado State Highway 88) right-of-way, on the east by the western boundary of the BNSF railroad right-of-way, on the south by the center line of the West Church Avenue right-of-way, and on the west by the center line of the South Santa Fe Drive (also known as the Danny Dietz Memorial Highway, U.S. Route 85, and the CanAm Highway) right-of-way.



**CITY OF LITTLETON, COLORADO**

**Resolution No. 06**

**Series, 2020**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LITTLETON, COLORADO, RECOMMENDING COUNCIL APPROVAL OF PROPOSED ORDINANCE NUMBER 43-2020 TO REZONE THE DOWNTOWN LITTLETON AREA FROM VARIOUS ZONING DISTRICTS TO THE DT ZONE AND AMENDING THE OFFICIAL ZONING MAP AS SET FORTH IN FIGURE 10-2-18 CHARACTER AREA MAP OF TITLE 10 ACCORDINGLY**

**WHEREAS**, On October 6, 2020, Council adopted Ordinance 34-2020, amending various chapters of Title 10 of the Littleton City Code to incorporate the DT Downtown zone district; and

**WHEREAS**, on October 8, 2020, at Council’s direction, city staff applied for a city-initiated rezoning of the Downtown Area from various zone districts including CA, CA-PDO, B-2, B-2 PDO, R-5, R-5 PDO, PD-R, I-2, I-2 PDO, B-3, and OS to the DT zone district and a corresponding amendment to the official zoning map; and

**WHEREAS**, On November 9, 2020, the Planning Commission held a public hearing to consider a recommendation to Council on proposed Ordinance 43-2020 rezoning an approximately 180-acre area to the DT zone district and amending the official zoning map accordingly; and

**WHEREAS**, the Planning Commission finds that the proposed rezoning is consistent with both the Comprehensive Plan and the Declaration of Public Policy for Rezoning, and is in the best interest of the city, promoting 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.** Proposed Ordinance 43-2020 be adopted by the City Council of the City of Littleton.

INTRODUCED, READ AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Littleton, Colorado, on the 20<sup>th</sup> day of October, 2020, at 6:30 p.m. at the Littleton Center<sup>1</sup>, 2255 West Berry Avenue, Littleton, Colorado.

PC Resolution No. 06-2020

Page 2 of 2

44 ATTEST:  
45 DocuSigned by:  
46 Colleen Norton  
47 Colleen L. Norton  
48 CITY CLERK

DocuSigned by:  
Mark Rudnicki  
Mark Rudnicki  
CHAIR

49  
50 APPROVED AS TO FORM:  
51 DocuSigned by:  
52 Reid Betzing  
53 Reid Betzing  
54 CITY ATTORNEY



55  
56  
57  
58  
59  
60

---

<sup>1</sup> Due to COVID19, the City of Littleton is providing virtual coverage of city council meetings to protect the health of citizens, council members and staff. Meetings will not be held in the council chamber until further notice.



**Community Development & Public Works**  
 2255 West Berry Avenue  
 Littleton, Colorado 80120  
 Phone: 303-795-3748  
[www.littletongov.org](http://www.littletongov.org)

## Development Application

Form must be complete and accompany all submittal materials and fees.  
**Incomplete applications will not be processed.**

**APPLICANT/MAIN CONTACT:** Jennifer Q. Henninger, AICP    **TITLE:** Director of Community Development    **SIGNATURE:**  
**COMPANY:** The City of Littleton, Colorado  
**ADDRESS:** 2255 W. Berry Ave., Littleton, CO 80120    **SUBMITTAL DATE:** 107-2020  
**EMAIL:** [jhenninger@littletongov.org](mailto:jhenninger@littletongov.org)    **PHONE:** (303) 795-3820    **CELL:** (303) 795-3820

**OWNER(S) OF RECORD:** The City of Littleton  
**COMPANY:** The City of Littleton  
**ADDRESS:** 2255 W. Berry Ave., Littleton, CO 80120  
**EMAIL:** [mrelph@littletongov.org](mailto:mrelph@littletongov.org)    **PHONE:** (303) 795-3720    **+**  
**Notarized Letter of Authorization MUST be provided with this application at time of submittal**

**ENGINEERING CONTACT (if any):** Brent J. Thompson, PE    **TITLE:** City Engineer  
**COMPANY:** The City of Littleton, CO  
**ADDRESS:** 2255 W. Berry Ave., Littleton, CO 80120  
**EMAIL:** [bthompson@littletongov.org](mailto:bthompson@littletongov.org)    **PHONE:** (303) 795-3798    **CELL:** (303) 795-3798

Parcel ID Number	Not Applicable
Parcel Address or Cross Streets:	From W. Church Ave. north to W. Belleview Ave. and from S. Santa Fe Dr. east to the BNSF right-of-way
Subdivision Name & Filing No.:	Various Subdivisions and Filings
Related Case Numbers: (GPDP, Rezoning, and/or Plat)	Not Applicable

	EXISTING	PROPOSED
<b>Zoning:</b>	CA, CA PDO, B-2, B-2 PDO, R-5, R-5 PDO, PD-R, I-2, I-2 PDO, B-3, and OS	DT
<b>Use:</b>	various uses	various uses
<b>Project Name:</b>	Downtown Rezoning	Downtown Rezoning
<b>Site Area (Acres):</b>	approximately 180	approximately 180
<b>Floor Area Ratio (FAR):</b>	various	not applicable
<b>Density (Dwelling Units/Acre):</b>	various	not applicable
<b>Building Square Footage:</b>	various	various

CASE TYPE			
<input type="checkbox"/> Site Development Plan	<input type="checkbox"/> General Planned Development Plan	<input type="checkbox"/> Administrative Plat or Replat for One or Two Lots	<input type="checkbox"/> Variance: Minor/Major/Sign
<input type="checkbox"/> Site Development Plan Amendment	<input type="checkbox"/> General Planned Development Plan - Administrative Amendment	<input type="checkbox"/> Preliminary Plat	<input type="checkbox"/> Board of Adjustment Appeal
<input type="checkbox"/> Sketch Plan	<input type="checkbox"/> General Planned Development Plan - Major Amendment	<input type="checkbox"/> Final Plat	<input checked="" type="checkbox"/> Rezoning
<input type="checkbox"/> Conditional Use	<input type="checkbox"/> Planned Development Overlay	<input type="checkbox"/> Floodplain Development (Use by Special Exception)	

Other:

**Pre-App Meeting Date:** 10/01/2024    **Pre-App Meeting Planner:** Sutherland    **Pre-App Meeting Engineer:** Urban

This application shall be submitted with all applicable application fees and submittal requirements. Incomplete applications will not be accepted. Submittal of this application does not establish a vested property right. Processing and review of this application may require the submittal of additional information, subsequent reviews, and/or meetings, as outlined in the City of Littleton Municipal Code and operating standards. A neighborhood meeting is required for all applications that require a public hearing. After three (3) months of inactivity, a reminder will be sent to applicants that action is required within the next thirty (30) days. At that time, the case will be closed.

**THIS SECTION FOR OFFICE USE ONLY**

Date Received:



## MEMORANDUM

TO: Jennifer Henninger, Director of Community Development

FROM: Mike Sutherland, Deputy Director of Community Development *MS.*

DATE: October 8, 2020

RE: **Downtown Rezoning Application**

---

In partial fulfillment of the application requirements for the proposed rezoning of the approximately 180-acre downtown area to the DT zone district, the following is a brief statement of how the application meets the “declaration of public policy for rezoning” as stated in Littleton City Code Title 10, Chapter 12, Section 1, to wit.

The proposed rezoning is the culmination of the “downtown block” project which began in earnest on May 18, 2020 with the second Envision Studio of the unified land use code initiative. At Council’s direction, staff and Kendig Keast Collaborative, the consultant on the project, started to formulate a new regulatory framework to implement the goals and policies of the adopted comprehensive plan, Envision Littleton. This effort resulted in Council’s adoption of the DT zoning district on October 6, 2020. In staff’s opinion, the proposed amendment to the official zoning map is consistent with the goals and policies of the comprehensive plan and promotes the general welfare of the community.



## DOWNTOWN REZONING APPLICATION

### Neighborhood Meeting Summary

Staff has undertaken many efforts to engage the public regarding the downtown block of the unified land use code project. Among these are numerous study sessions and public hearings with City Council, Planning Commission, the Historical Preservation Board, and the Next Generation Advisory Committee. A summary of the two most directly related public meetings or “studios” appears below.

- On May 18, 2020, Envision Littleton hosted the second of the studio sessions scheduled for 2020-2021. As the novel coronavirus (COVID-19) continued to cause uncertainties, the Envision team focused on keeping one of your community priorities moving along with another virtual gathering to talk about the future of Downtown.

About 70 members of the Littleton community joined together to learn more about our existing land use codes in Downtown and discuss four proposed character areas.

- On March 23, 2020, Envision Littleton hosted the first of the studio sessions scheduled for 2020-2021. As the novel coronavirus (COVID-19) continued to cause uncertainties, the Envision team focused on keeping one of your community priorities moving along with a virtual gathering to talk about the future of Downtown.

About 70 members of the Littleton community joined together to learn more about our existing land use codes in Downtown and discuss some sub-area visions for the next 20 years.

In addition to the studios, staff solicited public comment on the downtown block through the Envision Littleton website and in a series of staff presentations and “office hours” in July of 2020. Presentation slides for the afore-mentioned studios are available at the Envision Littleton website.



Envision Littleton  
Comprehensive Plan Analysis Checklist  
All Checklist

Applicant Name: City of Littleton, Jennifer Henninger	Case No.
Address: 2255 W. Berry Ave., Littleton, CO 80120	Date: October 8, 2020

MASTER (Applies To All Character Areas)

The following table is to be completed through the review of land development applications for compliance with the Envision Littleton Comprehensive Plan.

<i>Standard</i>	<i>Applicant Response</i>	<i>Met</i>	<i>Not Met</i>	<i>N/A</i>
<b>Land Use And Community Character</b>				
The following descriptions indicate the anticipated principal uses in each category, plus the intended character of the areas in which the land uses occur, abut, or mix. Public and institutional uses commonly occur in all of these areas and should match the character. Specific standards for land development based on these designations are articulated through the City's implementing regulations (zoning and subdivision) as they currently exist and may be further amended over time based on this planning guidance.				
Corridor Mixed Use	<p>This designation is for properties in commercial retail, office, and service uses along and near a high-profile roadway corridor where mixed-use development outcomes are desired and encouraged. The mix of uses includes residential, especially to provide additional housing options and price points within the community. Major public and/or institutional facilities may also serve as development anchors within the area.</p> <p>Not all properties within this designation will be viable for or result in mixed-use outcomes given their size, location, and/or market position. Therefore, a range of typical stand-alone uses is anticipated as in the Suburban Commercial and AutoOriented Commercial designations that are also shown along portions of Littleton's major roadway network. Relative to these other designations, however, Corridor Mixed Use is particularly intended to recognize fundamental paradigm shifts occurring in the development models for residential, retail, office, and hospitality uses, leading to even greater focus on "destination" developments that creatively mix uses, integrate amenities, and emphasize quality design. Whatever the approach for a particular property in Corridor Mixed Use, the design of the site and its use(s) should be compatible with the Suburban or Urban mixed-use character established or emerging in its vicinity, avoid proliferating Auto Urban character in areas intended to transition toward other character types, and provide adequate protections and buffering at points of transition between differing character types.</p> <p>As elaborated on further in the Special Areas and Design section (where the Special Corridor Planning Areas on the map are also discussed), the nature of Corridor Mixed Use will vary across the different roadway environments where it appears on the Future Land Use and Character Map (Map 1). Along Littleton Boulevard, an atmosphere more amenable to walking and biking</p>	NA		

may emerge through ongoing redevelopment and transition in uses, placing the corridor in a character range from Auto-Oriented (its existing status along most blocks) to Urban in some segments. However, the potential scale of new or reconfigured uses would be tempered by the relatively smaller, shallower properties along this corridor. Additionally, Littleton Boulevard is framed by residential neighborhoods and also requires sensitivity to its unique collection of post-World War II buildings designed in a Mid Century Commercial Modernism style. Along Santa Fe Drive, Broadway and Belleview Avenue, various sites are of adequate size to be conducive for master-planned, mixed-use development that also strives for a relatively Urban character by deemphasizing large-scale surface parking and designing more for walkability. The core area of Littleton Village is a contemporary example of this approach.

However, in any of these corridor settings where most business patrons, employees, and visitors will still reach their destinations by private vehicle, it will be difficult to avoid an Auto Urban character outcome where significant surface parking must be provided. The potential for future Bus Rapid Transit (BRT) service on Broadway, linking south into Highlands Ranch and north into Denver, could change the equation and lead to less auto-oriented development at least in some locations along and near this corridor. Yet some stretches of Broadway today have existing low-intensity commercial activity fronting on this busy roadway. These small and shallow properties will continue to be a challenge to redevelopment and may result in the current uses continuing indefinitely.

Where a site's immediate vicinity has a greener Suburban character – for example, near Suburban Residential neighborhoods or abutting Mary Carter Greenway and the river corridor – site design and development criteria can minimize auto-oriented development outcomes (e.g., site coverage limits, more intensive landscaping and buffering, etc.). Littleton especially has opportunities for more river- and trail-oriented development, where new or redeveloped sites are carefully designed to embrace rather than turn their back on the South Platte and greenway corridors, particularly if the future of Santa Fe Drive is even greater restriction of direct vehicular access to properties from that busy roadway.

The zoning parameters set for each distinct area in the Corridor Mixed Use designation can address differing character, use, and design considerations. With regard to uses, this may include giving greater preference to residential in certain areas while locations considered best suited for revenue-generating nonresidential uses may have limits on the amount of stand-alone residential use.

<p>Finally, consensus on potential land uses and intensities in the vicinity of the Santa Fe/Mineral Avenue intersection has been so elusive precisely because so many character considerations come into play at this premier location. Extensive undeveloped land and surface parking near a busy light rail station offers obvious opportunity for transit-oriented development with a more Urban character. Yet proximity to the river/greenway corridor typically points to site designs with Suburban character in mind. At the same time, Santa Fe's vehicular volumes and the high-profile nature of this busiest of Littleton intersections introduces auto-oriented development pressures. The Corridor Mixed Use designation provides the flexibility to weigh all of these character factors when designing and vetting specific development concepts in such a unique location.</p>				
<p>Urban Downtown Transition</p> <p>This designation is for areas near an Urban downtown core that still accommodate a mix of uses but at a lesser intensity than in the core area. The mixed-use area typically provides a transition from the downtown core to other nearby neighborhoods and roadway corridors that are more uniform as areas primarily for single-family detached residential uses and commercial uses, respectively. The transition area is often supportive of the downtown core by accommodating complementary uses (e.g., professional offices, restaurants, art galleries and other cultural venues, varied residential options, etc.) and by retaining a walkability exemplified in Urban character areas more often than auto-oriented areas. The vicinity around a core downtown usually also contains some of the community's most historic sites and districts, with historic homes still in residential use and others converted to shops, cafes, offices, and other uses.</p> <ul style="list-style-type: none"> <li>• Where a more Urban and walkable character is desired, may require development and design standards to avoid encroachment of uses designed with an auto-oriented character more suited to other areas of the community. While relatively small areas of parking may be permitted in front and to the side of buildings, the intent is usually to limit any sizable surface parking areas along property frontages while also avoiding deep building setbacks.</li> <li>• Often a focus area for infill and redevelopment activity within the community, which may require customized development and design standards to ensure compatibility with the established area character. This may include controlling the scale of development where larger sites have been created through assembly of smaller parcels.</li> </ul>	<p>NA - implementation of the DT zone district focuses on the "downtown core"</p>	<p>NA</p>		

<p>Urban Downtown Mixed Use</p>	<p>This designation involves the most intensively developed area of a community in terms of the greatest coverage of sites with building footprints and the least amount of private development area devoted to off-street surface parking and landscaped open space. Instead, most parking is accommodated on-street and/or within public parking areas or structures. This enables most streets and other public spaces to be framed by buildings with zero or minimal front setbacks, creating "architectural enclosure" versus the progressively more open feel in other character areas (Auto Urban, Suburban, etc.). These elements, along with a predominance of mixed uses, make the Urban downtown area the most conducive for pedestrian activity and interaction. Public plazas and pocket parks provide green space amid the Urban environment and a place to gather and host community events, along with periodic street closures. Adding to the appeal of Downtown Littleton are two historic district designations (national and local) and numerous designated sites, including Town Hall and the recently designated Post Office on the National Register of Historic Places. City-adopted design standards also influence development outcomes and building renovations in the area.</p> <ul style="list-style-type: none"> <li>• Multi-story structures encouraged (or required) to bolster Urban character, encourage vertical mixed use, promote retail viability, support transit ridership, etc.</li> <li>• Mostly on-street parking and minimal off-street surface parking (until transition areas around the downtown core give way to auto-oriented site design).</li> <li>• Streetscape enhancements in public ways given limited area for private on-site landscaping relative to other character areas.</li> <li>• May exclude some auto-oriented uses that cannot achieve an Urban character (e.g., gas stations, auto repair, drive-in and drive-through uses, etc.).</li> <li>• Public/institutional uses designed to match the Urban character.</li> <li>• Alleys and rear-access garages can reinforce Urban character on blocks with attached or detached residential dwellings.</li> <li>• Often the only place in a community where multi-level parking structures may make sense and be financially viable.</li> </ul>	<p>Implementation of the new DT zoning district in the approximately 180-acre downtown area enables the envisioned urban downtown mixed use area to begin development. Provisions have been made for denser development patterns and reduced parking and open space requirements.</p>	<p>X</p>		
<p>Urban Downtown Main Street</p>	<p>This designation is a subset of Urban Downtown Mixed Use above, focused on the Main Street core area of Downtown. Nearly all buildings have zero front setbacks and abut the public sidewalk, and multi-story buildings frame the street on most blocks. The walkable street scene is "activated"</p>	<p>Implementation of the DT zoning district includes a Downtown Main Street character area, facilitating the multi-story, mixed use, pedestrian-oriented vision of the comprehensive plan.</p>	<p>X</p>		

<p>by varied retail storefronts, restaurants and pubs, cultural venues (e.g., Town Hall Arts Center), historic architecture and properties, coffee and confections, open-air sidewalk seating areas for dining, and streetscape and design treatments in the public realm. City-adopted design standards also influence development outcomes and building renovations in the area.</p> <ul style="list-style-type: none"> <li>• Multi-story structures encouraged (or required) to bolster Urban character, encourage vertical mixed use, promote retail viability, support transit ridership, etc.</li> <li>• Mostly on-street parking and minimal off-street surface parking (until transition areas around the downtown core give way to auto-oriented site design).</li> <li>• Streetscape enhancements in public ways given limited area for private on-site landscaping relative to other character areas.</li> <li>• May exclude some auto-oriented uses that cannot achieve an Urban character (e.g., gas stations, auto repair, drive-in and drive-through uses, etc.).</li> <li>• Public/institutional uses designed to match the Urban character.</li> <li>• Alleys and rear-access garages can reinforce Urban character on blocks with attached or detached residential dwellings.</li> <li>• Often the only place in a community where multi-level parking structures may make sense and be financially viable.</li> </ul>					
<b>Land Use &amp; Character Goals and Policies</b>					
GOAL L&C 1:	A land use allocation and pattern that supports and promotes Littleton's pride in, and reputation for, quality neighborhoods and an abundance of parks and preserved open space.	Implementation of the DT zoning district and its character areas supports a quality neighborhood in the downtown area.	X		
GOAL L&C 2:	A sustained focus on the long-term fiscal sustainability of Littleton City government while recognizing the direct connection to the community's land use mix, especially for sales tax revenue needs.	The DT zoning district has been analyzed by Economic & Planning Systems consultants specifically for long-term fiscal sustainability.	X		
GOAL L&C 3:	Ongoing and effective collaboration between land use and transportation planning to ensure compatibility among decisions and actions taken with respect to each.	The DT zoning district is consistent with the adopted Transportation Master Plan.	X		
GOAL L&C 4:	A more attractive community, based on quality design and character of both private development and the public realm.	The DT zoning district implements character areas and building types consistent with the character areas.	X		
Policy L&C 1:	Emphasize compatible intensities and character when evaluating applications involving more intensive and/or nonresidential development near homes and neighborhoods.	The DT zoning district implements character areas which are consistent and compatible with Main Street, Neighborhood Residential, Transition, and the over all Mixed Use character of the downtown area.	X		

Policy L&C 2:	Plan for and take actions to maintain the established character of its residential neighborhoods.	Implementation of the DT zoning district incorporates zoning regulations and design standards that support the diverse character elements of this mixed use neighborhood.	X		
Policy L&C 3:	Create a regulatory framework that encourages development of diverse and attainable housing options in Littleton in terms of type, size, and cost to buyers and renters.	Although not required by the DT zoning district, diverse and attainable housing is facilitated by reduced parking and greater density.	X		
Policy L&C 4:	Create a regulatory framework that signals the City's interest in attracting target business sectors, needed and compatible revenue-generating uses, and lifestyle and leisure uses that support Littleton's livability and residents' quality of life.	Implementation of the DT zoning district is the framework which signals Littleton's interest in attracting mixed use buildings, office, retail, and housing to the downtown neighborhood.	X		
Policy L&C 5:	Manage land use patterns near Littleton's many parks, trails, greenways, and open spaces to: protect their ecological functions; prevent physical and other impactful encroachments; maintain public access; and preserve their overall quality and value – especially where public green spaces contribute to neighborhood character and enhance business park and other commercial settings.	Implementation of the DT zoning district preserves the existing parks, trails, and greenways in the downtown neighborhood.	X		
Policy L&C 6:	Recognize and promote land use and development decisions that further community objectives for reduced traffic congestion, more pedestrian- and cyclist-friendly design, and expanded and viable public transit options.	Implementation of the DT zoning district focuses on pedestrian and multi modal design within the downtown area.	X		
Policy L&C 7:	Promote Littleton's aesthetic appeal through the quality expectations set within the City's Code for landscaping, signage, lighting, and similar design elements.	Implementation of the DT zoning district establishes high-quality expectations for development concerning landscaping, signs, lighting, and architecture.	X		
<p><b>Housing And Neighborhoods</b></p> <p>Housing needs, gaps, and challenges in Littleton are central to this Plan. A key component of a city's livability is whether its residents can find suitable and economical housing options at all stages of life to remain in the community they love. Littleton also must offer quality and sustainable neighborhoods, the elements of which – safe streets, great schools, nearby shopping, and parks and trails, among others – cut across all parts of this Plan.</p> <p>While the development of new residences and the rehabilitation of older housing occurs primarily through the private sector, municipal government and other public and non-profit partners have essential roles to play. The City and other partners protect residential investments over time, and strong neighborhoods support the local economy and tax base. Having a diverse stock of housing – new and old, big and small, ownership and rental – is crucial for offering choice and providing for the individual needs of all households, regardless of economic conditions.</p>					
Goal H&N 1:	A quantity and diversity of housing options that makes living in Littleton attainable for a wide range of age groups and income levels.	By expanding opportunities for vertical mixed uses, implementation of the DT zoning district will expand the opportunities for quantity and diversity of housing options in the downtown area.	X		
Goal H&N 2:	Appealing housing choices for families drawn by Littleton's educational, recreational, and other amenities.	Implementation of the DT zoning district provides opportunities for many different housing choices, from single-family detached,	X		

		to multi-family, and mixed use which help increase the vitality and draw of the downtown core.			
Goal H&N 3:	Neighborhoods that are safe and comfortable for all residents.	Implementation of the DT zoning district provides regulations that facilitate a safe and comfortable neighborhood for all residents and visitors through quality design and appropriate uses.	X		
Goal H&N 4:	Neighborhoods that maintain their character or are carefully managed when headed toward transition.	The DT zoning district provides for the maintenance of Littleton's Main Street historic character and provides for transition to other areas of the downtown core.	X		
Goal H&N 5:	Housing that supports choice in mobility and investments in transportation infrastructure.	Implementation of the DT zoning district provides opportunities for many different housing choices, from single-family detached, to multi-family, and mixed use which help increase the vitality and draw of the downtown core.	X		
Policy H&N 1:	Encourage an array of residential options within the city – through new development, redevelopment, and maintenance of existing housing stock – to respond to the need for varied housing types, sizes, and price points that are attainable for prospective owners and renters at all levels of income.	Implementation of the DT zoning district provides opportunities for many different housing choices, from single-family detached, to multi-family, and mixed use which help increase the vitality and draw of the downtown core.	X		
Policy H&N 2:	In cooperation with public and private partners, consider the entire spectrum of tools for assisting people in attaining their ownership or rental goals, and methods for spurring and guiding the supply side of the market to pursue projects that will address local needs.		NA		
Policy H&N 3:	Assess and update local development regulations and standards, and related permitting processes, to avoid limiting desired and compatible housing construction, renovation, and preservation within the city.	Implementation of the DT zoning district provides opportunities for many different housing choices, from single-family detached, to multi-family, and mixed use which help increase the vitality and draw of the downtown core.	X		
Policy H&N 4:	Encourage mixed-use development proposals that include a residential component, especially where this will support retail viability and transit ridership, place residents near education and local employment options, and provide living options for seniors and others close to transit, parks, and shopping, medical, and other services.	Implementation of the DT zoning district encourages mixed-use development through flexibility of uses within a building type to take full advantage of the core area's proximity to transit options including light-rail, bus, pedestrian and bicycle routes.	X		
Policy H&N 5:	Support development of assisted living and higher-level care facilities and other residential options intended specifically for those hoping to age in place rather than leave Littleton during life transitions.	Implementation of the DT zoning district allows for assisted living facilities on a conditional use basis.	X		
Policy H&N 6:	Adopt and apply development regulations and standards to ensure that new and redeveloped residential properties are compatible with the character of their surrounding area.	Implementation of the DT zoning district establishes character areas and building types specifically for the purpose of ensuring that new and redeveloped residential properties are compatible with the character of their surrounding area.	X		
Policy H&N 7:	Support the ongoing appeal of Littleton's neighborhoods through effective code compliance		NA		



	and by using public investments in streets, sidewalks, infrastructure, parks and trails, and pedestrian/bicycle safety measures, along with routine maintenance practices for all of the above.				
Policy H&N 8:	Promote design of residential developments near parks, trails, and preserved open spaces that capitalizes on this proximity.	Implementation of the DT zoning district promotes residential areas in close proximity to existing parks and amenities.	X		
<b>Transportation</b> Envision Littleton involved concurrent preparation of a new Comprehensive Plan and the City's first-ever Transportation Master Plan (TMP). The two plans were synchronized through joint community and leadership engagement processes involving City Council, Planning Commission, other City boards/commissions, a Project Management Team with City staff and consultant representatives for both plans, and extensive interaction with residents and other stakeholders across the city. During each Envision Littleton phase, inputs to the Comprehensive Plan and the Transportation Master Plan were coordinated to ensure an integrated set of policies and priorities, along with ongoing discussion of the Future Land Use and Character map. The Framework for Action presented below is intended as the outline for the TMP and should be revisited upon each update of the TMP to ensure consistency. In addition to goals, the TMP process resulted in a transportation Mission, as well as policies, which are summarized herein.					
Goal TMP 1:	Connect people conveniently to the community, resources, and opportunities.	Implementation of the DT zoning district provides greater opportunity for a mix of pedestrian-oriented land uses and greater opportunities to reduce vehicle trips, connecting people to community and resources.	X		
Goal TMP 2:	Promote safety and support efforts to maintain a healthy and active lifestyle.	Implementation of the DT zoning district promotes pedestrian and multi-modal opportunities for a healthier lifestyle.	X		
Goal TMP 3:	Allocate services and facilities so that all people have transportation options that are best suited for their needs and lifestyle.		NA		
Goal TMP 4:	Contribute to our economic prosperity while maintaining and enhancing our community's character.	Implementation of the DT zoning district has been evaluated by Economic & Planning Systems to contribute to the economic prosperity of the downtown neighborhood. Character elements are integrated into the zoning district to establish guidance and direction for new development to be complementary to established community character.	X		
Goal TMP 5:	Build and operate a financially and environmentally sustainable transportation system.		NA		
Policy TMP 1:	Focus on enhancing safety on auto and freight networks.		NA		
Policy TMP 2:	Advance regional partnerships to build consensus and leverage funding toward significant transportation projects.		NA		
Policy TMP 3:	Provide automobile Level of Service (LOS) E or better on Suburban Connectors and Commercial Corridors and LOS D or better on all other streets.		NA		
Policy TMP 4:	Enhance auto and freight network projects that lead to operational and safety improvements.		NA		
Policy TMP 5:	Enhance the safety of vulnerable user groups on streets and trails.	Implementation of the DT zoning district will reduce off-street parking requirements and potentially curb-cuts, which are one factor in improving the safety of vulnerable user groups.	X		
Policy TMP 6:	Support connections to employment, retail, and entertainment/recreation land uses given the opportunity.		NA		

Policy TMP 7:	Develop street design and construction standards that prioritize safety and mobility over speed.		NA		
Policy TMP 8:	Develop a Transportation Demand Management Plan as a tool to help reduce congestion.		NA		
Policy TMP 9:	Periodically update the truck route map.		NA		
Policy TMP 10:	Develop a Complete Networks Plan.		NA		
Policy TMP 11:	Implement a comprehensive bicycle and pedestrian count program similar to the vehicle count program. Consider installation of permanent continuous counters in key locations and as part of upcoming projects.		NA		
Policy TMP 12:	Consider installing an all ages and abilities bicycle facility for every new bicycle project. All ages and abilities bicycle facilities are low-stress for all potential users, including children and seniors.		NA		
Policy TMP 13:	Update City Code to address burgeoning micromobility industry. Include operating rules such as number of permits, speed limits, whether users should use sidewalks, bike lanes, or general purpose lanes depending on speeds, and establish restricted areas.		NA		
Policy TMP 14:	Consider including bicycle and pedestrian facility upgrades as part of every infrastructure project, including resurfacing projects. Develop a resurfacing checklist that considers bicycle facilities: <a href="http://www.fhwa.dot.gov/environment/bicycle_pedestrian/publications/resurfacing/">http://www.fhwa.dot.gov/environment/bicycle_pedestrian/publications/resurfacing/</a>	Implementation of the DT zoning district includes required bicycle parking facilities.	X		
Policy TMP 15:	Consider bicycle and pedestrian detection for signal actuation in every new traffic signal installation.		NA		
Policy TMP 16:	Maintain a fleet of smaller snow removal vehicles to plow trails, shared use paths, and protected bike lanes.		NA		
Policy TMP 17:	Update City Code to require residents/businesses to clear sidewalks within 24 hours; existing code states, "within a reasonable time after every snowfall".		NA		
Policy TMP 18:	Evaluate existing sidewalk policy/code.		NA		
Policy TMP 19:	In development proposals, limit curb cuts along proposed planned bicycle and pedestrian routes.	Implementation of the DT zoning district may reduce curb cuts necessary for parking facilities.	X		
Policy TMP 20:	Require maintaining clear sidewalks or bicycle lanes during building or street construction or provide a detour: <a href="#">See link</a>		NA		
Policy TMP 21:	Encourage new developments to provide secure indoor parking and other end-of-trip facilities for bicyclists.	Implementation of the DT zoning district includes required bicycle parking facilities.	X		
Policy TMP 22:	Encourage development to utilize grid street networks and limit the use of cul-de-sacs.	Implementation of the DT zoning district is dependent on the existing grid street network in the downtown neighborhood.	X		

Policy TMP 23:	Advocate for maintenance and enhancement of existing RTD bus and rail service in Littleton.		NA		
Policy TMP 24:	Improve ADA connections and trip-planning services connecting to fixed-route transit network.		NA		
Policy TMP 25:	Develop mobility hubs at key stops and stations to promote mode choice and technological integration.		NA		
Policy TMP 26:	Pursue regional public and private partnerships with neighboring municipalities to fund high-capacity transit improvements (including light rail and BRT).		NA		
Policy TMP 27:	Prioritize the safety of vulnerable user groups on trains, buses, and at stations and stops.		NA		
Policy TMP 28:	Demand and support connections to employment, retail, and entertainment/recreation opportunities.	Implementation of the DT zoning district requires connectivity between uses.	X		
Policy TMP 29:	Coordinate traffic management center systems and operations with adjacent municipalities and CDOT.		NA		
Policy TMP 30:	Partner with neighboring municipalities and the private sector as needed to manage the introduction of new technologies to Littleton.		NA		
Policy TMP 31:	Transition government fleets to electric and other zero-emission vehicles.	Implementation of the DT zoning district provides incentives for electric vehicle parking.	X		
Policy TMP 32:	Be transparent about prioritization and implementation of capital improvements.		NA		
<b>Infrastructure and Services</b>					
<p>Littleton must prepare for, and have the capacity to meet, the service demands of current residents plus future new development and redevelopment. As with other mature cities, Littleton has a full slate of aging infrastructure and public facility needs to address. Infrastructure and services are essential to secure investor interest and assurance to undertake private projects in Littleton. Likewise, the City depends on an adequate tax base from business activity and private property improvements to fund essential capital projects and ongoing maintenance.</p> <p>Capital investments in public infrastructure such as utilities and streets can signal desired locations for growth, help maintain a high quality of life for residents, and create a framework for desired land development and revitalization. Meanwhile, local development regulations govern subdivision and re-platting activity, provide for the appropriate use of land through zoning, and set minimum standards for the nature and quality of development. The City can employ financing and special district mechanisms that advance the community's economic development and growth management objectives while supporting beneficial private development and reinvestment. Finally, effective oversight and management of ongoing growth and revitalization depends on solid partnerships with other key public agencies, including County government, Littleton Public Schools, South Suburban Park and Recreation District, South Platte Water Renewal Partners, and South Metro Fire Rescue, among others.</p>					
Goal I&S: 1	Well-maintained water, wastewater, and storm drainage infrastructure that serves the needs of Littleton residents and businesses while minimizing adverse impacts on the environment.		NA		
Goal I&S: 2	Consistent budget and community support of a well-staffed, trained, and equipped police force to ensure a safe and secure city.		NA		
Goal I&S: 3	A continuing commitment to periodic assessment, and ongoing maintenance, of public facilities that are essential to Littleton's livability and accommodation of visitors.		NA		
Policy I&S: 1	Commit to a robust yearly program of capital improvements, as its financial means allow, while avoiding a deferred maintenance approach when resources are limited that		NA		

	causes unmet needs to accumulate and become more costly.				
Policy I&S: 2	Remain an active and reliable partner in interlocal and interagency approaches to operation and oversight of essential infrastructure, and public facilities and services, including with South Platte Water Renewal Partners, Denver Water, the Mile High Flood District, and South Metro Fire Rescue, among others.		NA		
Policy I&S: 3	Link capital improvements planning and project prioritization to the City's economic development agenda and tax base needs, especially where public infrastructure investments will leverage complementary private investment in support of this Plan and other adopted City plans.		NA		
Policy I&S: 4	Be a prepared and resilient community with City infrastructure and services that can recover quickly from the effects of severe weather and natural hazards, and which manages growth and development to reduce risks.		NA		
Policy I&S: 5	Pursue multi-objective drainage design solutions, where appropriate, that integrate open space, recreational, and aesthetic considerations while maintaining public safety.		NA		
Policy I&S: 6	Be a leader among Colorado cities in managing and maintaining public infrastructure and facilities, and in learning about and adopting best practices, green infrastructure, and new technologies.		NA		
<b>Economy and Tax Base</b>					
Continued economic opportunity and prosperity in Littleton will bolster the community's tax base to support quality public services and amenities. The City's development strategies and implementation tools must be nimble and flexible enough to respond to a dynamic economic climate at the local, regional, and national levels. Successful economic development also requires a focus on quality of place, capitalizing on Littleton's special character and unique identity to attract and retain businesses and draw visitors seeking shopping, services, entertainment, recreation, arts and culture, and heritage tourism.					
Goal E&T: 1	A focus on the revenue needs of Littleton City government to continue meeting the public service expectations of its residents, businesses, and institutions.	Implementation of the DT zoning district has been evaluated by Economic & Planning Systems to contribute to the economic prosperity of the downtown neighborhood and the City of Littleton.	X		
Goal E&T: 2	Continued nurturing of key employment sectors, target industries, and small businesses that expand local job opportunities and contribute to better incomes for those who live and/or work in Littleton.	Implementation of the DT zoning district will provide additional opportunities for housing, office, and revenue generating commercial uses through additional mixed-use zoning and the encouragement of innovative development of the downtown neighborhood.	X		
Goal E&T: 3	Revitalized commercial centers and areas that alleviate obsolete conditions and vacant sites and that meet the contemporary shopping and service needs of Littleton residents and visitors.	Implementation of the DT zoning district will help continue the success of downtown revitalization through greater mixed use opportunities and clearer expectations for new development.	X		
Goal E&T: 4	Provision of resources, services, and a conducive regulatory environment to help businesses of all sizes develop and grow.	Implementation of the DT zoning district provides a conducive regulatory environment to help businesses of all sizes develop and grow through reduced parking, additional height, and clear expectations.	X		
Goal E&T: 5	A commitment to education at all levels that meets the workforce needs of area businesses	Implementation of the DT zoning district allows for institutional development.	X		

	and ensures lifelong learning and skills acquisition opportunities for residents and visitors.				
Policy E&T: 1	Maintain City official and public awareness of the financial challenges the City faces in meeting the high, and increasingly costly, public service expectations of a largely residential community.	Implementation of the DT zoning district is a high-profile commitment to resolving financial challenges in the downtown area through new zoning.	X		
Policy E&T: 2	Seek opportunities to enhance the City's tax base and diversify revenue sources in ways that are compatible and consistent with Littleton's unique character (e.g., extensive Suburban residential character, rich architectural heritage, South Platte River and abundant green space, etc.) while also providing relief from the tax burden residents bear.	Implementation of the DT zoning district has been evaluated by Economic & Planning Systems to contribute to the economic prosperity of the downtown neighborhood and the City of Littleton.	X		
Policy E&T: 3	Assess the fiscal implications, property by property, when existing nonresidential sites are proposed for residential use, especially in cases where commercial use and/or zoning is considered no longer viable.	Implementation of the DT zoning district has been evaluated by Economic & Planning Systems to contribute to the economic prosperity of the downtown neighborhood and the City of Littleton.	X		
Policy E&T: 4	Support and complete planning to better understand Littleton's economic position in the Denver region (as both city and region evolve).	Implementation of the DT zoning district has been evaluated by Economic & Planning Systems to contribute to the economic prosperity of the downtown neighborhood and the City of Littleton.	X		
Policy E&T: 5	Continue to promote, and work to retain, its existing and distinctive local businesses, including those challenged by a changing retail industry.	Implementation of the DT zoning district has been evaluated by Economic & Planning Systems to contribute to the economic prosperity of the downtown neighborhood and the City of Littleton.	X		
Policy E&T: 6	Evaluate public sector tools and options for spurring private sector interest and reinvestment in vacant and underutilized commercial properties.	Implementation of the DT zoning district has been evaluated by Economic & Planning Systems to contribute to the economic prosperity of the downtown neighborhood and the City of Littleton.	X		
Policy E&T: 7	Periodically re-assess the array of economic development tools, techniques, and financing methods available through federal agencies and State of Colorado legislation and programs, including to determine those most appropriate for Littleton.		NA		
Policy E&T: 8	Evaluate and consider adjustments to City processes and policies that may impede desired business attraction and investment.	Implementation of the DT zoning district has been evaluated by Economic & Planning Systems to contribute to the economic prosperity of the downtown neighborhood and the City of Littleton.	X		
Policy E&T: 9	Determine whether development proposals are consistent with adopted City policies and regulations and can be accommodated with adequate public infrastructure and services.	The DT zoning district is consistent with the financial plan, comprehensive plan, and transportation master plan.	X		
Policy E&T: 10	Support a "community of learning," in coordination with education partners, in which quality primary and secondary education, vocational and higher education, lifelong continuing education, and other educational resources are valued and accessible to Littleton residents and visitors.	Implementation of the DT zoning district allows for institutional development.	X		
<b>Heritage, Arts, Recreation, and Tourism</b>					

<p>With its unique history and architectural heritage, active arts scene, widespread recreation options, abundant green and open spaces, and many community events year-round, Littleton offers an array of amenities that appeal to residents and visitors. All aspects of the Plan shape the livability of Littleton, but this section especially reinforces the quality of life its residents enjoy.</p>					
Goal HART: 1	Preserved and enhanced public green spaces that provide access to nature, widespread opportunities for recreation and play close to home, and continuous greenway connections within and through the city.	Implementation of the DT zone district preserves existing green spaces	X		
Goal HART: 2	Continued protection and promotion of Littleton's heritage, especially where it is tangibly visible in historic architecture, designated districts and landmarks, and distinctive neighborhoods and buildings.	Implementation of the DT zone district and its four character areas promotes compatibility with Littleton's heritage, historic architecture, distinctive neighborhoods and buildings	X		
Goal HART: 3	A healthy community with convenient access to recreational facilities and programming and outdoor fitness activities.	Implementation of the DT zone district promotes pedestrian activity, pedestrian access to amenities, alternative modes of transportation and healthy lifestyles.	X		
Goal HART: 4	A vibrant city for both residents and visitors, enlivened by an active downtown, an array of arts, cultural, and entertainment options both indoor and outdoor, extensive heritage tourism opportunities, and popular community events and festivals throughout the year.	Implementation of the DT zone district promotes active downtown vitality through a mix of uses and pedestrian orientation.	X		
Goal HART: 5	A community that thrives on and leverages the economic and social power of the arts to enhance its fiscal strength, regional reputation, social connectivity, and overall quality of life for residents of all ages.		NA		
Policy HART: 1	Maintain close and mutually beneficial relationships with the South Suburban Park and Recreation District, South Platte Working Group, High Line Canal Conservancy, Hudson Gardens, and other key partners that enable Littleton residents and visitors to enjoy a large quantity of high quality recreational assets and public open space.		NA		
Policy HART: 2	Strive to build consensus and support on how best the City can preserve more areas and structures with historic significance, and protect designated and potential new historic districts and landmarks.	Implementation of the DT zoning district supports the Main Street historic district.	X		
Policy HART: 3	Prioritize public safety, including safe access to and from parks and other public spaces, and personal security while enjoying parks, trails, and community facilities and events.	Implementation of the DT zoning district supports connectivity between uses and pedestrian activation of the downtown neighborhood.	X		
Policy HART: 4	Incorporate guidance and incentives into the City's zoning and subdivision regulations so that green and open spaces are aligned and integrated across private development sites and adjacent public lands.	Implementation of the DT zoning district provides requirements for private open areas and preserves public open areas within the neighborhood.	X		
Policy HART: 5	Incorporate guidance and incentives into the City's zoning and subdivision regulation to promote sensitive design approaches on sites with, or adjacent to, historic structures and areas.	Implementation of the DT zoning district supports the Main Street historic district.	X		
Policy HART: 6	Continue to plan for, and budget, adequate resources to maintain and enhance Bemis Library and Littleton Museum as premier public facilities with targeted programming for all ages.	Implementation of the DT zoning district has been evaluated by Economic & Planning Systems to contribute to the economic prosperity of the downtown neighborhood and the City of Littleton.	X		

Policy HART: 7	Regularly evaluate the appropriate and most effective methods the City can use for devoting resources and support to cultural arts and community events programming.	Implementation of the DT zoning district has been evaluated by Economic & Planning Systems to contribute to the economic prosperity of the downtown neighborhood and the City of Littleton.	X		
Policy HART: 8	Be aware of the diverse perspective and needs of visitors to Littleton, along with those of residents.	Implementation of the DT zoning district facilitates the continued growth and vitalization of the downtown neighborhood.	X		
<b>Environment</b>					
<p>The quality of land, water, and air resources is essential to the character and livability of a community, especially within a highly populated, and relatively intensively developed, metropolitan area. Individuals, groups, and governments have a responsibility to appreciate and assess their respective contributions, both positive and negative, to a shared natural environment. To be responsible stewards they must determine how best to integrate such considerations into their planning and decision-making processes.</p> <p>All the other Plan elements tie to the environment including topics such as: land management through municipal planning and development regulation; design of housing and neighborhoods; availability of travel options; provision of water, sanitary sewer, waste disposal, storm drainage, and other public services; and planning for recreation and enjoyment of the outdoors. Consideration of prudent resource conservation practices requires a holistic view of the community and how it interacts with, benefits from, and manages the integrity of its natural "infrastructure."</p>					
Goal ENV: 1	Careful monitoring and increased awareness of land, air, and water quality within Littleton's jurisdiction.		NA		
Goal ENV: 2	Commitment to Littleton's leadership role in contributing to clean water and healthy air across the Denver metropolitan region.		NA		
Goal ENV: 3	Efficient use and conservation of water resources.	Implementation of the DT zoning district includes provisions for increased pervious areas to enhance water quality, resources, and conservation.	X		
Goal ENV: 4	Reduced energy consumption and solid waste generation by residents, businesses, and the City.		NA		
Goal ENV: 5	City facilities, vehicle fleet, and public infrastructure that promote Littleton's environmental resilience and minimize adverse impacts.		NA		
Policy ENV: 1	Provide regional leadership to protect and enhance the South Platte River, including its water quality, associated greenways and trails, nearby development, and well-managed access for public enjoyment.		NA		
Policy ENV: 2	Be a committed partner, with state and regional agencies, organizations, and other area cities, in planning and executing programs and public education that will improve regional air quality and satisfy Clean Air Act targets and requirements.		NA		
Policy ENV: 3	Continue to be a leader in promoting and incentivizing wise water use, water-saving measures, and water conservation and re-use.	Implementation of the DT zoning district includes provisions for xeriscape and drought-tolerant plantings within green spaces	X		
Policy ENV: 4	Apply its stewardship ethic enthusiastically, in collaboration with other public agencies, private interests, and the non-profit sector, to ensure that the city's extensive public and private open space remains a defining and well-managed facet of Littleton.	Implementation of the DT zone district preserves existing green spaces	X		
Policy ENV: 5	Include habitat protection among its community planning considerations, recognizing that wildlife	Implementation of the DT zone district preserves existing green spaces	X		

	presence and movement within the city is a continuing reality and part of a healthy natural environment.				
Policy ENV: 6	Reduce excessive noise and outdoor lighting levels.		NA		
Policy ENV: 7	Continue to explore viable and cost-effective ways to assist Littleton residents and businesses in reducing their solid waste generation, and to offer expanded recycling options.		NA		
Policy ENV: 8	Encourage energy efficiency and other "green" building practices, including adaptive reuse whenever possible.	Implementation of the DT zoning district encourages green building practices and adaptive reuse through an increase in mixed uses and a focus on building types	X		
<b>Special Areas and Design</b>					
Goal S&D: 1	A downtown that continues to serve the entire community as a civic, historic, cultural, and economic focal point.	Implementation of the DT zoning district is a significant step toward achieving this goal.	X		
Goal S&D: 2	A future Littleton Boulevard that accommodates local businesses and nearby attainable housing options amid a more walkable setting of authentic neighborhoods and historic architecture.		NA		
Goal S&D: 3	An ecologically sound and exceptionally attractive South Platte River corridor, framed by sensitively planned land uses, that continues to anchor the trail and open space networks.		NA		
Goal S&D: 4	Roadway corridors that fulfill their primary transportation functions for drivers, pedestrians, cyclists, and public transit while advancing the community's economic development, housing, and aesthetic interests.		NA		
Policy S&D: 1	Amid the many competing priorities of municipal government, pursue new special area planning efforts only where there is commitment, including committed funding and other resources, to follow through on the resulting action agenda.	The city has demonstrated a commitment toward improving downtown regulations and implementation of the DT zoning district is a key action step.	X		
Policy S&D: 2	Evaluate investment and revitalization opportunities in special planning areas always with an eye toward Littleton's guiding principles of being Anchored, Authentic, Connected, Active, and Engaged, and the community character framework established in the Land Use and Community Character section.	Throughout the entire downtown block process, the consultant and staff have continuously linked their efforts to the guiding principles and goals and policies of the comprehensive plan.	X		
Policy S&D: 3	Emphasize quality urban design and cultivation of Littleton's image in all special area investments involving both the public and private realms.	Implementation of the DT zoning district codifies quality urban design and the cultivation of Littleton's image critical to the future success of the downtown neighborhood.	X		
Policy S&D: 4	Facilitate further dialogue when special area planning efforts reveal that community desires for land use and development design differ from market-driven considerations of property owners/developers.	The rezoning of the downtown neighborhood is a critical step in the continued outreach program for the new and revised development standards for the area.	X		
Policy S&D: 5	Promote development plans near transit stations that prioritize the pedestrian and are compatible with local tolerance for transit-supporting uses	Implementation of the DT zoning district promotes development plans near the downtown station that prioritize the pedestrian	X		



	and design (e.g., as expressed in the Mineral Station Framework).	and are compatible with transit-supporting uses and design.			
Policy S&D: 6	Seek opportunities to engage public, private and non-profit partners in special area planning and implementation efforts, as appropriate, to leverage local funds with other resources and to explore ways to advance shared interests and multiple objectives through joint initiatives.	The rezoning process is one more step to engage public, private and non-profit partners in downtown area planning and implementation.	X		
Policy S&D: 7	Stay active in regional planning processes and decision-making forums with implications for special planning areas identified within Littleton.		NA		



# Legal Notice

---

CITY OF LITTLETON

**PUBLIC HEARING NOTICE**

ZONING MATTER

Notice is hereby given that the following public hearings will be held via virtual meeting:

**To consider a proposed city-initiated rezoning of all properties within the area described below:**

*An area of approximately 180 acres bounded on the north by the center line of the West Belleview Avenue (also known as Colorado State Highway 88) right-of-way, on the east by the western boundary of the BNSF railroad right-of-way, on the south by the center line of the West Church Avenue right-of-way, and on the west by the center line of the South Santa Fe Drive (also known as the Danny Dietz Memorial Highway, U.S. Route 85, and the CanAm Highway) right-of-way*

from various zoning districts including CA, CA PDO, B-2, B-2 PDO, R-5, R-5 PDO, PD-R, I-2, I-2 PDO, B-3, and OS, to the DT (downtown) zoning district and amending the appropriate portion of the official city zoning map accordingly.

## **PLANNING COMMISSION**

**Public Hearing at 6:30 p.m. on November 9, 2020 and**

## **CITY COUNCIL**

**Public Hearing at 6:30 p.m. on December 15, 2020**

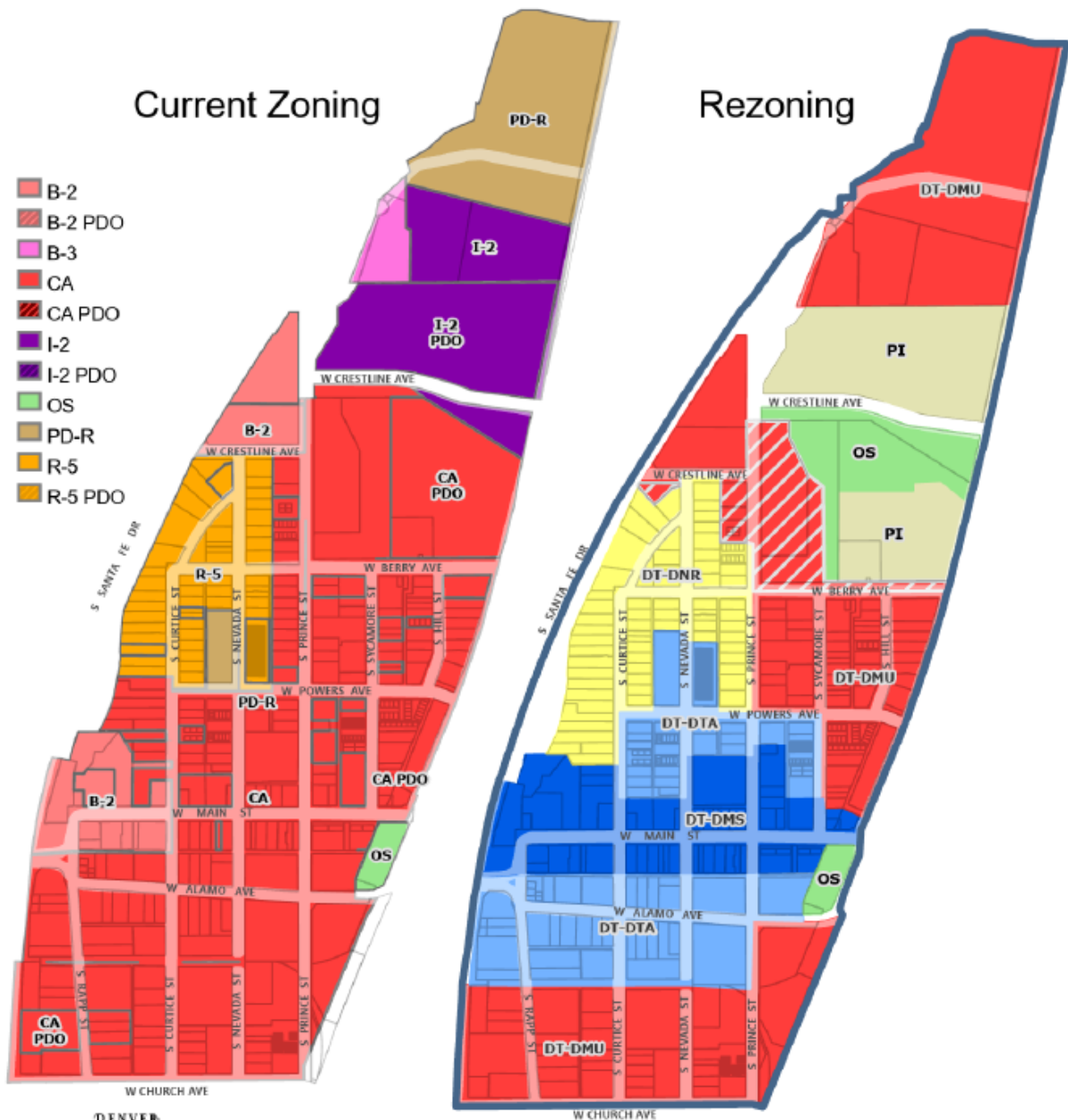
All those wishing to be heard will have an opportunity to participate in the virtual\* meeting via phone. Instructions for participation will be posted on the city's website prior to each meeting.

For more information, call the Littleton Planning Division at 303-795-3800 or contact city staff at [DTRezeone@littletongov.org](mailto:DTRezeone@littletongov.org). Additional information regarding the DT zoning regulations may be found on the Envision Littleton website: <http://bit.ly/DTRezeone> (case sensitive). The reverse side of this page shows two maps depicting the **existing** and **proposed** official zoning map specific to the area described above.

**It is the responsibility of the individual property owner to notify mineral owners, lessees of mineral owners, mortgage holders, lien holders or any other property interests of this zoning matter.**

*\*Due to COVID-19, all city buildings are currently closed to the public. Only essential meetings of City Council and select Authorities, Boards and Commissions will be held at this time. All of these meetings will be conducted virtually online. Public participation is encouraged during public comment and any public hearing. Thank you.*

# Downtown Rezone One Zone, Four Character Areas



## ■ Downtown (DT) Zone Boundary

### Character Area

- Main Street (DT-DMS)
- Mix Use (DT-DMU)
- Neighborhood Residential (DT-DNR)
- Open Space (OS)
- Public/Institutional (PI)
- Transition Area (DT-DTA)
- DT-DMU 3 Story Max

## MEMORANDUM

TO: City of Littleton Planning Commission

FROM: Jennifer Q. Henninger, AICP Community Development Director

DATE: November 5, 2020

RE: Public Comment for Downtown Rezoning

A handwritten signature in black ink, appearing to be "JQH", written over the "FROM:" line of the memorandum.

---

In conjunction with the required public notification (newspaper notice, sign posting, and letters to residents and property owners) for the hearing on November 9, 2020, staff set up a dedicated website, email, and telephone number to track public comment.

As of noon, on November 5, 2020, staff received the attached five emails and seven phone calls. The calls were general questions about specific character areas and development requirements, non-conforming properties, now to attend the virtual public hearing. Any additional emails received will be forwarded to the Planning Commission prior to the hearing.

Tracking of emails and calls will continue until December 15, 2020, the tentative date of the Council hearing. On the dedicated webpage, staff also created a "frequently asked questions" page, which will continue to evolve as questions come in. A copy of the current FAQs is attached to this memorandum.

Attachments: Peterson email (two pages)  
Kenney email (three pages)  
Strong email (two pages)  
Auckerman email (two pages)  
Brady email (two pages)

FAQs as of 11/5/2020 (two pages)

**From:** [Bradford Peterson](#)  
**To:** [Jerry Valdes](#); [Scott Melin](#); [Patrick Driscoll](#); [Karina Elrod](#); [Carol Fey](#); [Pamela Grove](#); [Kelly Milliman](#); [Karl Onsager](#)  
**Subject:** <URGENT> Phase Two Zone Change Feedback  
**Date:** Tuesday, October 6, 2020 11:11:59 AM

---

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Council and Planning,

I am a 13 year resident of Downtown Littleton, local builder and small business owner residing at 5503 S Prince St. in Downtown Littleton. I have two major points of concern after reading the zoning code changes that may affect myself and my immediate neighbors.

**CA to DNR.** The properties on Prince St., between Powers and Crestline, currently zoned CA, will be changed to DNR. The new language and permitted uses chart seems to disallow certain retail or service based businesses allowed under CA. How will this affect the businesses that currently operate there now or could potentially operate there in the future? Please clarify and denote that these businesses and properties will NOT be affected by the zoning change. Any changes should allow the same uses that were granted while it was CA. Please ask the planners what the motivation was in adding these properties to DNR when they border a high traffic thoroughfare into downtown?

Moreover, the chart (**Table 10-2-18(D)-1, Downtown (DT) Use Table**) states that "**ALL** overnight accommodations" are not permitted. This needs additional clarity as to NOT EXCLUDE PRIMARY OR NON PRIMARY SHORT TERM RENTAL (STR) OPPORTUNITIES for homeowners in DNR!

The change from CA to DNR on the Prince St. block also APPEARS to change setbacks from zero, granted in CA, to 10 and 5 feet allowed in DNR?? This code change, if i'm interpreting it correctly, would effectively steal land away from homeowners who may want to rehab, remodel or redevelop their properties one day. Has the city notified these homeowners of how this zone change may impact their rights as property owners? This would lower each home's value on this block about \$100,000.00+ with the swipe of a pen if so. PLEASE have the planning staff elaborate on what impacts this change will have on this block specifically.

**USES in the new DNR. *"The area supports a mix of single-family and multi-family land uses that maintain the existing residential character while transitioning to more intensive nonresidential uses toward the Downtown core."***

The notion that there is still "an existing charter" in such a dynamic zone is a bit passe. As you know, R5 (DNR) is now dominated by 3 structures. The new high density 4.5 story workforce housing project, the high density Nevada Place east condominium complex, the lovely Essex house that borders the area to the north and a spattering of low density duplexes, single family residences and townhomes. If it's the city's goal to salvage what's left of the **"former character"** of this area, I think restricting height and development via "stories" is the wrong path forward. As nice as the new design guidelines are, they don't pencil for investors. If a third story can't be reasonably added few developers will invest here going forward and every homeowner will likely see a substantial dip in their property values.

The headwinds of getting projects through planning, the additional fees for plan reviews, the lengthy time it takes to navigate these "moving target" code changes and the new height restrictions are the last straw for developers.

I think having a new, bona fide PDO-like process returned and or modified would be wise if the city cares about new development. Any developer who is willing to invest in Littleton, with a real desire to be congruent with the *spirit* of the city's preferred design should be given a chance to do so. What a shame to see good development pass us by. I would urge council and planning to LISTEN TO THE CONSULTANTS AND FIND SOME COMMON GROUND on height, flexibility, and high quality projects. For reference, here is how the NEW code reads on height in DNR.

New buildings should be *"predominantly two stories, but accommodating some three stories, with one-story elements in front to establish a reduced scale."*

Thanks,

Brad Peterson

**From:** [REDACTED]  
**To:** [Jerry Valdes](#); [Scott Melin](#); [Patrick Driscoll](#); [Karina Elrod](#); [Carol Fey](#); [Pamela Grove](#); [Kelly Milliman](#); [Karl Onsager](#)  
**Subject:** URGENT - Zoning and STR discussion feedback  
**Date:** Tuesday, October 6, 2020 11:49:21 AM

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Council Members,

With the recent talks about STR and specifically zoning changes up for discussion tonight, I'd like to chime in as a resident of one of the zones up for change. I reside at 5492 South Nevada St. I own the entire structure that is divided into two units as a duplex. I have recently, in response to COVID, turned Unit A, into a STR and work with a locally owned management company to "co-host" this property through Airbnb and VRBO etc.

As an owner *and* co-operator of this STR - I'd like to shed light on the many positive aspects that are often overlooked or maybe just unknown - since people don't often write letters to council to share good news:

- My property is registered and does generate and pay sales tax to the City of Littleton.
- Because we carefully vet our guests and have reasonable restrictions such as not renting to anyone under the age of 30, we have easily avoided all noise and disruption issues by simply stating what the house rules are on the rental agreement.
- All of our guests visit the local shops and restaurants almost daily during their stays generating additional sales tax revenue and much needed business to our struggling downtown during this time.
- Our guests often are coming to visit local family or friends that are residents in the city.
- Because we live on site, and clean/maintain the residence after each stay - the property is in its best shape ever. We hear countless compliments on our landscaping and upkeep of the structure from neighbors and others that walk by.
- Aside from the handful of neighbors we have openly talked to about it -I would guess most people on the block or in the area aren't even aware this is an STR.

Typically Airbnb or VRBO renters have personal ratings, just like the properties do. It is in their best interest to maintain that rating in order to continue having rental privileges with other properties. I suspect that the problem properties are new and unaware or aren't serious STR properties and need to educate themselves on the ins/outs of attracting quality guests that respect the property and neighborhood they are visiting.

If the primary motivation in adding additional restrictions and controls over STRs is "complaints" .....may i ask IF the number of complaints received from STRs is commensurately more than those received by regular rentals or apartment complexes? Perhaps the city could share the data.

I believe that some of your recommended restrictions from the Sept 15 meeting/session would weed out these "problem Properties"

- **I support the business licensing fee** - but also find Karina's mention of it being the only business that has to pay for licensing to be an interesting observation

- **I support Good Neighbor Letter** - but also question what constitutes a complaint. *I happen to live not far from a neighbor that looks for reason to complain about everything under the sun for no other reason but to complain. I would hope that there would be a way to measure what is a honest complaint. My fear is that if these good neighbor flyers are handed out proactively could they have the unintended consequences of attracting more complaints just because these properties are now on the radar? In our case we doubt anyone would even know we are hosts had we not openly shared it with neighbors. Maybe instead of the flyer make a map of where registered STRS are, for those interested?*
- **I support requiring a manager or owner being onsite or available within a short period of time to address any problems that arise.**
- **I support limiting number of cars and or occupants - depending on size of dwelling.**

*Additionally:*

- I would suggest and support limiting the number of licenses issued within certain areas.

I would like to counter arguments and painful letters you have received from citizens, of what I would assume are unregistered STR's, aren't representative of the full picture. It is easy to focus on a couple bad apples and let these instances create hype about a problem that is minuscule compared to the daily issues that other existing businesses or long term rentals attract that I have little or no say in - but directly affect me on a daily basis. Essex house, GraceFull cafe and various rental properties on my block to name a few.

I am for regulation that makes sense - but feel like I currently live on a street that is in the middle of a war zone of regulations and rules that are conflicting and barely understood even by the building and zoning department itself. The house diagonal from mine (see picture below) has been boarded up and ironically an unlicensed "guest house" of the non-paying kind (the homeless). It is unsightly and for no other reason, than it is essentially un-developable due to the current building regulations. The forthcoming regulations seem to only prohibit further what can be done with this property. As it sits, it is a blighted property with no immediate or even long term hope for change. The view from my porch to this property is unsightly and has been so for about 3 1/2 years. Is this to be representative of the existing "character" that the current code and forthcoming does not wish to deviate from? We cannot turn back the hands of time pretend that we don't *already* have an eclectic mix of structures. We must find middle ground to accommodate a newer generation of residents and tax payers while acknowledging and paying homage to our history and those here before us.

In closing, I would suggest that my property provides proof that a well run and registered STR can be a true asset to the community. With simple regulations, the "problem" properties can be fixed or eliminated with simple enforcement and this business model could actually be an asset to the community and small businesses of Littleton. I would even be willing to sit on an advisory board or group to help with further efforts etc.

Best,



Amy Kenney



\* Sender and receiver should be mindful that all incoming and outgoing emails may be subject to the Colorado Open Records Act, S 24-72-100.1, et seq.

**From:** John Strong  
**To:** [jvaldez@littletongov.org](mailto:jvaldez@littletongov.org); Scott Melin; Patrick Driscoll; Karina Elrod; Carol Fey; Pamela Grove; Kelly Milliman; Karl Onsager  
**Date:** Tuesday, October 6, 2020 12:24:02 PM

---

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Littleton City Council and Planning Department,

I am a 26-year resident of the City of Littleton as well as a former 29-year Littleton Police Department employee. I live at and own 5493 S. Prince Street, a Victorian house which I moved several blocks to its present location in 1998. The house is presently utilized as a residence but I have always enjoyed the possibility of being able to have a business within the residence as has been defined by its current zoning of Central Area (CA). This has been the case for the 22 years of my home's existence at this location, and much longer prior to me moving it there.

I am very concerned about the proposed zoning change from CA to DNR, not only for my residence but also every other residence that this proposed change will affect. I am concerned for several of my neighbors who presently run businesses out of houses in the new DNR zone as the new wording appears to disallow the businesses. If there was a "grandfather clause" that allowed these businesses to continue, what would be the city's position on a change from one business type to another (photography to a doctor's office for example)? Also, if there was a grandfather clause, then how could anyone see it fair that my neighbor could continue to run a business but then I or other neighbors be strictly denied that business by city code?

For your information, I have no intentions of moving, selling, or changing the appearance of my property as I believe in preserving some of the original character of old Littleton. I am, however, strongly opposed to a strict change that would disallow the business possibilities that I/we have been allowed as long as the CA zone has been in place.

Prince Street, from Belleview Avenue, past S. Santa Fe Drive and all the way through S. Church Street, has been both a commuter route and a business route regarding traffic as well as being and having a business feel, with businesses scattered along the entire route. To suddenly deny the ability for owners to run a business in the new DNR zone while still having all of that heavy, non-residential traffic is at least a contradiction if not legally questionable.

Another note: right after having moved my house to its present location, I had discussed with a city employee the possibility of having my home designated as historic. I was told that, because it was moved, that would not be possible. This seemed very silly to me as the residence was built in 1892 and had a City of Littleton Mayor, Fire Chief and Police Chief as historic residents. It now seems as if the city wants to embrace historic residential buildings

and or character in an ambiguous way by trying to force zoning rules upon specific residences and not others, as demonstrated by only part of my block (5400 block) being in the DNR zone and the other part not.

While I greatly appreciate historic preservation in the City of Littleton, as demonstrated by my saving an historic residence and reviving it to its 1892 stature and beauty, I do not appreciate the city's attempt to limit my, and others, uses by a strict zoning change. It is a clear challenge to meld historic preservation while at the same time progressing as a city and community.

I feel that the new DNR zoning rules, as currently written, would immediately devalue the affected properties as well as completely limit any ability to remodel and/or redevelop (even with an eye to historic style) as well as limit our ability to earn a living out of the affected properties with one simple meeting and signature. I also feel slighted as this process, while not done behind the scenes, was not presented to the affected owners by way of direct communication. Historically, any time an owner wanted to make a change not specifically allowed by code, such as a variance, signs needed to be posted and affected neighbors needed to be notified. Why the city wasn't obligated to this notification process with such drastic changes is really beyond me.

While I am not in your shoes with the weight of these decisions clearly on your heads, I think that allowing the affected properties in the new DNR zone the same uses as are enjoyed in the present CA zone would be more than reasonable. At the very least, the affected property owners should be directly notified and more time should be given for property owners to reflect upon and comment on the proposed changes.

I send this letter with great respect and understanding for your positions and responsibilities as employees and representatives of the City of Littleton.

John Strong

**\* Sender and receiver should be mindful that all incoming and outgoing emails may be subject to the Colorado Open Records Act, S 24-72-100.1, et seq.**

**From:** Misty Auckerman  
**To:** Jerry Valdes; Scott Melin; Patrick Driscoll; Karina Elrod; Carol Fey; Pamela Grove; Kelly Milliman; Karl Onsager  
**Subject:** Urgent City of Littleton Zoning meeting  
**Date:** Tuesday, October 6, 2020 3:29:10 PM

---

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Council Members,

I am a business owner and resident of Downtown Littleton, residing at 5523 S Prince St. in Downtown Littleton. I have substantial concerns after reading the planned zoning code changes that may affect myself and my immediate neighbors.

**CA to DNR.** The properties on Prince St., between Powers and Crestline, currently zoned CA, will be changed to DNR. The new language and permitted uses chart seems to disallow certain retail or service based businesses allowed under CA.

How will this affect the businesses/residences that currently operate/reside there now or could potentially operate there in the future? **Please clarify and denote that these businesses and properties will NOT be affected by the zoning change. (Grandfather clause)**

Any changes should allow the same uses we enjoy currently; that were granted under CA zoning.

Please ask the planners what the motivation was in adding these properties to DNR when they border a high traffic thoroughfare into downtown. Prince Street, from Belleview Avenue, past S. Santa Fe Drive and all the way through S. Church Street, has been at times both an extremely congested commuter route and business route regarding traffic as well as being and having a business feel, with businesses scattered along the entire route. To suddenly deny the ability for owners to run a business in the new DNR zone while still having all of that heavy, non-residential traffic streaming by our homes and businesses seems to be quite a contradiction at best and unfair to all of the current residents/business owners at worst.

I have no intention of relocating my business or moving unless forced to by these proposed changes.

I am strongly opposed to a strict change that would disallow the business possibilities that I/we have been allowed as long as the CA zone has been in place.

**My concern underscores the fact that much more time and thorough outreach, review and input is needed by all residents that these changes will affect. I have invested substantially in my business and request that full consideration be given to me as well as my neighbors on Prince**

**Street.**

Sincerely,

Misty Dawn  
Owner / Master Stylist  
Memory Lane Salon & Bridal Boutique LLC.  
[www.memorylanesalon.com](http://www.memorylanesalon.com)  
[REDACTED]  
303.537.7089 -boutique

\* Sender and receiver should be mindful that all incoming and outgoing emails may be subject to the Colorado Open Records Act, S 24-72-100.1, et seq.

**From:** John Brady [REDACTED]  
**Sent:** Thursday, October 29, 2020 9:56 PM  
**To:** John Brady [REDACTED]  
**Cc:** Kathleen Osher <[kosher@littletongov.org](mailto:kosher@littletongov.org)>  
**Subject:** Re: Building Height restrictions in Downtown Littleton

Kathleen,

Thank you for the call earlier today.

My request, (if necessary? based on the answers to my questions below): Please change the character area on the block between Powers (to the south), Berry (to the north), Prince (to the west), and Sycamore (to the east) to DMU-3story Max (On the map, this area is the red with white stripes).

Reason for my request: To keep the maximum height of all buildings in that block to 3/45'. The East side of Sycamore is full of residential homes, designed to capture the Westerly views. I'm currently a future resident on the East side of Sycamore. Having this block be a character area DMU w/ the 3-story max, like the area around Geneva Park, would be ideal in that area, for all the residents, East of that block.

Questions:

1. Does the footnote on table 10-4-18 (M) apply to all building types for DMU? It is not clear (with the various footnotes) what the max height is for mixed use, commercial, and institutional in the areas of downtown North of Church Ave and South of Berry Ave. Same question for DTA mixed use ?

Answer (Community Development): For apartments (shown in table M), the maximum height allowed in the Downtown Transition Area (DTA) is 3 stories / 45 feet. The maximum height for apartments in the Downtown Mixed Use (DMU) area is 4 stories / 55 feet except in the white hatched area along Prince Street, where the maximum height is 3 stories / 45 feet (see the DMU-3 Story Max area indicated on the map in Section 10-2-18).

The mixed use building type standards (shown in Table O) are similar. The maximum height allowed in the DTA is and the DMU is four stories / 55 feet. In the DMU-3 Story Max area (shown in white hatch) the maximum height is 3 stories / 45 feet.

2. It appears that the following building types/character areas between North of Church and South of Berry are allowed a max of 4 stories and 55': DTA-Mixed Use; DMU-Commercial; DMU-Institutional. Is this correct?

Answer (Community Development) There are several character areas between Church Avenue and Berry Avenue. The tables shown in Section 10-4-18 show maximum height standards for different building types. A mixed use building in the DMU or DTA character areas is limited to 4 stories / 55 feet and 3 stories / 45 feet in the Downtown Main Street (DMS) character area. An apartment building is limited to 4 stories / 55 feet in the DMU and 3 stories / 45 feet in the DTA. Allowed building height is dependent on character area and building type.

Thank you,

John Brady

On Tue, Oct 27, 2020 at 6:39 PM John Brady <[REDACTED]> wrote:

Kathleen

Hi. I had a nice conversation with Elizabeth from Planning this afternoon. She referred me to you.

What are the odds of getting the block between Powers, Berry, Prince, and Sycamore zoned to DMU-3story Max (On the map the red with white stripes) or even Residential? It's currently looking like Regular DMU where certain building types could be as high as 4 stories or 55 feet.

That block in question parallels Sycamore to the West. All along that block to the East of Sycamore are all Residential except for the North end.

My guess is, like me ( I'm currently under contract on a home on that East side of Sycamore St ), that all the residents bought their homes on that street, among other reasons, to enjoy the Westerly views. If it's possible for future developers to go 55 feet high on that block in question would definitely kill the Views and the vibe for residents on the East side of Sycamore ( and potentially Jeopardize the values )

I'm sure the economies of the strategic plan would be fine in downtown with a 3 story or less max height restriction on that block, by changing the zone character.

Thanks for your time!

John

Sent from my iPhone

> On Oct 27, 2020, at 3:14 PM, John Brady <[REDACTED]> wrote:

>

> Hi I was curious to know if the building height restrictions have changed with title 10 revisions lately, and if so, what are they currently? Will they be changed Again pursuant to the Comprehensive plan?

>

> Thanks

>

> Sent from my iPhone

## **FAQ on New Zone District & Character Areas**

### ***Q: What is rezoning?***

Rezoning makes adjustments to the rules of how a building can be built on a property and may make adjustments to how the property can be used. For example, different zones allow different maximum building heights, and different distances buildings must be from property lines. Also, some zoning districts may allow homes while others may allow businesses, and others allow both.

### ***Q: Will Littleton be rezoning the entire city or just Downtown?***

At this time, the city is only rezoning the Downtown. This interim step is starting to address the top priority identified in the city's recently adopted Comprehensive Plan - to modernize zoning and subdivision codes citywide and transition to a Unified Land Use Code (ULUC) in 2021. The recently amended Title 10 created a new zone district (DT-Downtown) and divided that district into four character areas. The ULUC, which addresses the entire city, is planned to be heard by the city council in the Fall of 2021 and potential rezoning or other parts of the city will follow.

### ***Q: How many zoning areas does Downtown currently have and how many new ones are being proposed?***

Downtown Littleton currently has seven zone districts. This rezone will simplify Downtown into one zone district with four character-areas and will provide more specific controls on building height, scale, bulk, placement, and other land development standards.

### ***Q: How will this affect new development in Downtown Littleton?***

With the completion and adoption of the revised Title 10, there is now more predictability in the development process. It also decreases the emphasis on building use and increases attention to the look and feel of the building and how it is designed on the property.

### ***Q: I am a business owner in Downtown Littleton. Will this affect the way I do business or prevent me from providing certain services?***

These changes will not affect or impact the current use of buildings or impact existing businesses in Downtown. The only impact could be to future development or re-development depending on what type of development/use is proposed.

### ***Q: How will the new zone standards differ from the previous one?***

The previous codes were written almost 45 years ago and contain no graphics or photos and had a strong focus on use. The new zoning provides a character-based approach to zoning with the establishment of the following Character Areas: Downtown Transition (DTA), Downtown Main Street (DMS), Downtown Mixed Use (DMU), and Downtown Neighborhood (DNR). The code is a "hybrid," which relies on drawings, tables, and photographs to clearly show what the city desires in development and re-development; not just written text.

### ***Q: How can I learn more about this process and provide my feedback?***

A hotline (303-795-3800) will be staffed Monday-Friday from 8 a.m. to 5 p.m. to answer specific questions regarding the rezoning and proposed zoning map changes. More information and a map showing the new zone district and character areas can be found at <http://bit.ly/DRezone>. Littleton's Planning Commission will hold a public hearing on the proposed city zoning map changes on



November 9 at 6:30 pm. City council will hold a first reading of the ordinance for the proposed city zoning map changes December 1, with a second reading and public hearing scheduled for December 15, 2020.

Due to COVID-19, the City of Littleton is providing virtual coverage of city meetings to protect the health of citizens, council and board members, and staff. Meetings will not be held in the council chamber at least through the end of 2020. More information on how to participate can be found on the city's [website](#). To attend the City Council virtual meeting on December 1, call 669-900-6833 and enter Webinar ID 966 3478 6907. To attend the City Council virtual meeting on December 1, use Webinar ID 951 3946 0137.

***Q: What is legal non-conforming use?***

A non-conforming use is any legal use which, as the result of the adoption of new regulations no longer conforms to the new permitted uses established for the district in which the use is located. If adoption of the new DT district makes your use legally non-conforming:

- You can continue to use the property as you have been with no changes to zoning required
- You do not have to move the use to a different property.
- You can sell the property and the new owner can use it the same way, as long as the use is not discontinued for more than 12 months.
- You cannot expand a non-conforming use with an addition.

***Q: What is a legal non-conforming structure?***

A non-conforming structure is a structure which, at the time of construction, was lawfully erected or altered in conformance with all applicable regulations, but which no longer complies with newly adopted regulations. If adoption of the new DT district makes your structure legally non-conforming:

- You can provide maintenance to the structure as it is, for example replace the roof, get a new water heater, or update the wiring.
- You do not have to spend any money to change a legal non-conforming structure if the zoning changes.
- You can sell the property and the new owner does not have to make changes to the structure either.
- You may even be able to make additions to legally non-conforming structures, as long as they do not make the non-conforming aspect worse - for example, if a structure is too tall for the new regulations, the new addition needs to meet the current height requirements.

## Colleen Norton

---

**From:** John Brady <jbbrady167@gmail.com>

**Sent:** Monday, November 30, 2020 1:31 PM

**To:** Patrick Driscoll <pdriscoll@littletongov.org>; Karina Elrod <kelrod@littletongov.org>; Carol Fey <cfey@littletongov.org>; Pamela Grove <pgrove@littletongov.org>; Scott Melin <smelin@littletongov.org>; Kelly Milliman <kmilliman@littletongov.org>; Jerry Valdes <jvaldes@littletongov.org>; Jennifer Henninger <jhenninger@littletongov.org>; Michael Sutherland <msutherland@littletongov.org>; John Brady <jbbrady167@gmail.com>

**Subject:** Fwd: UPDATE to my - Special Request to Amend the New Downtown Littleton Rezone Map

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear City Council,

I am recycling my email to you in advance of your meeting to discuss this topic, ORDINANCE 43-2020, at your meeting this week on Dec. 1, 2020. I have also attached a copy of my public comment form.

Thank you for your consideration,

John Brady

----- Forwarded message -----

**From:** John Brady [REDACTED]

**Date:** Mon, Nov 16, 2020 at 10:48 AM

**Subject:** UPDATE to my - Special Request to Amend the New Downtown Littleton Rezone Map

**To:** <[lccpd@littletongov.org](mailto:lccpd@littletongov.org)>, <[lccke@littletongov.org](mailto:lccke@littletongov.org)>, <[lcccf@littletongov.org](mailto:lcccf@littletongov.org)>, <[lccpg@littletongov.org](mailto:lccpg@littletongov.org)>, <[lccsm@littletongov.org](mailto:lccsm@littletongov.org)>, <[lckm@littletongov.org](mailto:lckm@littletongov.org)>, <[lccjv@littletongov.org](mailto:lccjv@littletongov.org)>, <[cdjh@littletongov.org](mailto:cdjh@littletongov.org)>, <[cdms@littletongov.org](mailto:cdms@littletongov.org)>, John Brady <[jbbrady167@gmail.com](mailto:jbbrady167@gmail.com)>

**Subject:** Special Request to Amend the New Downtown Littleton Rezone Map

**Date:** November 16, 2020 ( update to my Nov 15<sup>th</sup> request )

Dear Littleton City Council,

My name is John Brady. I am a new resident in Littleton, CO. I will be moving to Downtown Littleton in early 2021; purchasing a home.

Having only lived in the area for six months, I recently became aware of the new Comprehensive Plan and efforts to create a new ULUC for Littleton next year. Because I will be a resident, specifically, within the Downtown Zoning Area Boundary, I am particularly interested in the rezoning efforts underway there.

**My requests:**

Please review my three options below. They are in order of my preference, but I believe offer you some great options to consider with regard to changing the proposed character area boundaries on the Downtown Littleton Rezoning Map at your next Council Hearing. I strongly implore you to take action on one of these options.

**Option 1** (preferred): Amend the Downtown rezoning Map to restrict building heights (of all types) to 3 stories/45' maximums in the 'Center of the Football', or more specifically, the area of Downtown which lies between North of Little Creek and South of Crestline Ave. Make the far North and far South ends of the football eligible for higher building heights up to 4 stories/55' but keep the center of the football to a max of 3 stories/45'. The buildings in the 'center football' geographic area that are currently over 45' would then be grandfathered (I believe there's only one currently which is where the ice cream shop is). I don't have issue with the current general character area definitions, and where they are on the map per se (though I know other residents are), but the building heights should be restricted to 3 stories/45'. (similar to the white hatched area restriction in Geneva Village, it's a DMU character area, but is restricted to 3 stories/45')

The areas South of Little Creek and North of Crestline are ripe for higher building growth, but when you start allowing this high-rise building growth in the middle of the football, where you have a lot of residential mixed in with DTA and DMU, you may create a future situation where current residents are driven out. Downtown Littleton is in high demand because of what it is today. If 55' apartments and 55' commercial buildings start to spring up beside current residential dwellings, the Quality of living in Downtown won't be the same as it is today, and demand could be hurt, property values could suffer, and the current, wonderful, fundamental personality of Downtown will slowly change for the worse.

**Option 2:** (see attached photo which highlights the DMU area where I am requesting a change). Extend the 'white hatched' boundary of DT-DMU 3 story max, on the map around Geneva (which restricts height to 3 stories/45'), to the DMU areas which are South of Berry and North of Main [please see attached photo for outlined area], but at a minimum, extend the DT-DMU 3 story max boundary to the specific interior block which abuts residential (to be exact this Block is bordered by Berry to the north, Powers, to the south, Prince, to the west, and Sycamore to East – photo attached, block in question marked with the number '3'). This area of Downtown has a lot of residents in it already who do not want 55' foot buildings and 55' apartments right next door. The specific block marked '3' in the photo has predominantly residential to its West along Prince and to its East along Sycamore. This block needs to be a transition zone at a minimum, so the same logic used to restrict the areas around Geneva to 3 stories/45' should be used here.

**Option 3:** Change the map boundaries to keep everything in the 'Center of the Football' (North of Little Creek and South of Crestline) to DTA, DMS, or DNR. Goal: Minimize intensity and height as much as possible

in the 'center of the football.' Keep the DMU intensive development character areas at the North and South bookends of Downtown.

***I believe there are a few members of the council who support this. And it appears that even those council members that are pro-growth, would support the idea through modifying the rezoning map accordingly. North and South ends of the 'football' good for higher building heights, but middle of the 'football' bad. There are also opportunities for big growth in the Corridors and other areas of Littleton so please keep the Downtown area below 45'.***

**Discussion:** To date I have been able to speak with a few members of the city planning staff, and have also attended the Nov 9<sup>th</sup> Planning Commission meeting, where the Planning Commission voted to adopt the current version of the downtown rezoning map. At that meeting, I, along with other members of the public provided feedback during the public hearing, and via email. But unfortunately, our public feedback was dismissed. It was disappointing, but, for me, I understand, that at that point in the process, I was late to the conversation. So, this could be my last attempt to appeal to the Publicly Elected City Council, to listen to the desires of the Public, and specifically, the downtown residents. I bet if you actually polled actual residents of downtown who would be impacted by these changes, the majority of them would agree ( in fact, the surveys support my request, on the topic of building height ). The public has spoken, the Residents of Downtown Littleton have spoken, we do NOT want bigger buildings in Downtown.

Because I'm late to this initiative, I decided to go back and view notes and videos from some of the envision meetings, past planning meetings, and past council sessions.

My conclusions, based on what I have read and heard, and my opinions:

- There has been a public outreach effort
- The public's response based on surveys and envision meetings (presumably many of those residents who actually live in Downtown) was not taken seriously with regard to building heights in Downtown.
- Early on the public expressed their preference to restrict building heights in Downtown, to 3 stories (~40'). Somewhere between getting that public feedback to later sessions with Planning Commission, the heights shot up to 5 stories/65' (then subsequently lowered to 4 stories/55' during Council meeting in October).
- It does appear that the contractors hired to help with the rezoning effort control the narrative, not the residents of Downtown nor other Littleton residents. Or it appears that those who stand to make money from new, bigger development, may be controlling the narrative, but not the public, and not the residents of Downtown.
- The 'reasons' for increasing building heights per City Planning Staff and the hired Contractors, as I've observed, are:
  - To have more housing, for more residents, to spur the downtown economy
    - Good idea, but when you look at the actual areas where this is possible in Downtown, the additional height from 3 stories to 4 stories is probably not going to make or break the City Budget ( in terms of variable sales tax revenue ). My guess is most folks spending money in Downtown, don't actually live in Downtown, and it's doing fine ( discounting Covid era ). Focus should be on how to drive more patrons to downtown, not building high rise apartments 'in Downtown' hoping those apartment residents will keep the local economy alive.

- The economic feasibility studies used to justify “higher buildings” look good for the entire city of Littleton, but using that logic to justify going higher on building height in the Downtown area (which again, would be limited to very few lots) is a stretch.
- To create opportunities for Low-Cost Housing
  - This is not practical for the Downtown area, and in many ways, is counter intuitive to the first reasons for ‘spurring the economy’ in Downtown. I get it, it aligns with the inclusion goals of the Comprehensive Plan, and I support government assisted housing, but Look outside of the downtown area in greater Littleton for spots for low-cost housing where it makes better sense. Don’t use “low-cost housing” as a reason for building higher in the small dedicated zones in Downtown. That makes no sense.

***“Think Quality over Quantity” for Downtown Littleton. And you’ll keep and improve demand for the future, while aligning with the goals of the Comprehensive Plan.***

Thank you for allowing me to offer my thoughts and request.

To conclude: Please Amend the proposed Downtown Littleton ReZoning Map, by exercising one of the options I have presented to you, above.

Regards,

John Brady



\* Sender and receiver should be mindful that all incoming and outgoing emails may be subject to the Colorado Open Records Act, S 24-72-200.1, et seq.

\* Sender and receiver should be mindful that all incoming and outgoing emails may be subject to the Colorado Open Records Act, S 24-72-200.1, et seq.



# Council Meeting Agenda Item Comment

Littleton Center  
2255 W. Berry Avenue  
Littleton, CO 80120

**Date Submitted:**

**November 30, 2020 01:30 PM**

Council meeting date:

**12/01/2020**

Council agenda item number:

**6(a)**

Name

**John Brady**

Email address

**jbbrady167@gmail.com**

Neighborhood

**Downtown**

Position

**I oppose the issue**

## Comments:

Reference my email dated 16NOV20 to City Council for amplifying information.

With respect to Ordinance 43-2020, I do not support 'where on the map' the different character areas are being proposed in Downtown. I believe the proposed DT map is too intensive on building height in the 'center of the football' North of Littles Creek and South of Crestline. I'm Not Alone. See the public polling results from the envision studio sessions. Quote "General consensus among those writing in was that the buildings shown were again too massive and too dense. Also there was general agreement that four stories is too tall and three stories is preferred."

Please consider modifying the proposed DT Rezoning Map using one or more of the following options:

1. Amend the Downtown rezoning Map to restrict building heights (of all types) to 3 stories/45' maximums in the 'Center of the Football', or more specifically, the area of Downtown which lies between North of Littles Creek and South of Crestline Ave. Make the far North and far South ends of the football eligible for higher building heights up to 4 stories/55' but keep the center of the football to a max of 3 stories/45'. Building heights might be restricted to 3 stories/45' in the same manner to the white hatched area restriction in Geneva Village.
2. Extend the 'white hatched' boundary of DT-DMU 3 story max, on the map around Geneva (restricts height to 3 stories/45'), to the DMU areas which are South of Berry and North of Main [see attached photo in my ref. email for outlined area]. Or at a minimum, extend the DT-DMU 3 story max boundary to the specific interior block which abuts predominantly residential to its West and to its East (this Block is bordered by Berry to the north, Powers, to the south, Prince, to the west, and Sycamore to east - photo attached in my ref. email, block in question marked with the number '3') - This block is

surrounded by residential, so the same logic used to restrict the areas around Geneva to 3 stories/45' might be used here.

3. Change the map boundaries to keep everything in the 'Center of the Football' (North of Little Creek and South of Crestline) to DTA, DMS, or DNR. Goal: Minimize intensity and height as much as possible in the 'center of the football.' Keep the DMU intensive development character areas at the North and South bookends of Downtown.

I believe the options I have presented align with the goals of the Envision Littleton Comprehensive Plan, while also responding to the desires of the Downtown Littleton residents and public views. Though there was a macro level financial feasibility study for Littleton writ-large, there is no specific analysis (that I could find) at the micro level of the Downtown Area, to support the real economic benefit of variably increasing building heights in DT more than 3 stories/45', to a max of 4 stories/55'.





Staff Communication

---

**File #:** Ordinance 45-2020, **Version:** 1

---

Agenda Date: 12/01/2020

**Subject:**

Ordinance 45-2020: An ordinance on first reading amending Ordinance 36, Series 2020, known as the "Annual Appropriation Bill" 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, 2021 and ending December 31, 2021

Prepared by: Stacey Covington, Budget Analyst

**POLICY QUESTION:**

Does city council support amending the 2021 annual appropriation for additional funding to increase Littleton Police Department (LPD) salaries that include sworn members of the Littleton Police Officer's Association.

**PRESENTATIONS:**

**Staff Presenter(s):** Tiffany Hooten, Finance Director

**Additional Presenter(s):** N/A

**SUMMARY:**

Every one to two years the City participates in contract negotiations with the Littleton Police Officers Association to negotiate the terms of the bargaining unit's employment contract. This bargaining unit consists of City of Littleton sworn police officers within the rank of sergeant or lower (excludes commanders and chiefs). In 2020, it was not possible to hold these negotiations prior to the adoption of the 2021 budget due to the impacts of COVID-19. Although Human Resources and Finance Department staff attempted to estimate wages for these employees in the adopted budget, the average market rate was volatile at the time and ultimately ended up slightly above what was budgeted. The contract requires the City to pay the average market rate or slightly above average of the negotiated comparable agencies. The tentative agreement consists of a proposed 4.15% wage increase for these employees as compared to the 3.0% wage increase included in the 2021 adopted budget.

**PRIOR ACTIONS OR DISCUSSIONS:**

Council held three budget review sessions in September 2020 and adopted the 2021 budget in October of 2020.

**ANALYSIS:**

Staff Analysis

The City of Littleton's Compensation Philosophy is market driven and intended to provide a competitive total compensation package of salary and benefits. Market strategy focuses on the attraction and retention of a competitive and diverse workforce to meet the needs of the community.

Based on the LPD agreement and contract language, and the need to be competitive in the hire and retention of new and existing officers, staff is requesting a supplemental budget appropriation to bring them to market rate effective January 1, 2021. An increase of 4.15% brings the pay for LPD Association members included in the

bargaining unit to market rate for 2021 and maintains the pay differential that was also negotiated within the contract.

Council Goal, Objective, and/or Guiding Principle

This item is related to Financial Sustainability and Good Governance.

Fiscal Impacts

For the 2021 annual appropriation, a supplemental budget appropriation is requested in the amount of \$136,800 for LPD Association members. This amendment will increase the 2021 General Fund budget by \$136,800.

Additionally, the fiscal impact to the five-year plan is estimated to be a decrease of \$726,290 to the General Fund balance by the end of 2025. This will result in a projected 7.6% fund balance as a percent of operating expenses at the end of the fifth year of the fiscally constrained financial plan, which is somewhat below the city's policy of maintaining a minimum reserve amount of 8%-18%.

Alternatives

Option 1: Approve amending the 2021 annual appropriation bill to increase Littleton Police Department salaries that include sworn members of the LPD Association.

Option 2: Do not approve the amendment, which could make retention of current officers and hires of high quality candidates more difficult, creating a risk to public safety and incurring expensive turnover costs.

**STAFF RECOMMENDATION:**

Staff recommends approval of the amendment to the 2021 annual appropriation bill and setting a public hearing for December 15, 2020.

**PROPOSED MOTION:**

I move to approve the ordinance on first reading amending Ordinance 36, Series 2020, known as the "Annual Appropriation Bill" 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, 2021 and ending December 31, 2021 and to set the second reading and public hearing for December 15, 2020.

1 CITY OF LITTLETON, COLORADO

2  
3 ORDINANCE NO. 45

4  
5 Series, 2020

6  
7  
8 AN ORDINANCE OF THE CITY OF LITTLETON,  
9 COLORADO, AMENDING ORDINANCE NO. 36 SERIES OF  
10 2020 KNOWN AS THE “ANNUAL APPROPRIATION BILL”  
11 FOR ALL MUNICIPAL PURPOSES OF THE CITY OF  
12 LITTLETON, COUNTIES OF ARAPAHOE, JEFFERSON  
13 AND DOUGLAS, STATE OF COLORADO, FOR THE  
14 FISCAL YEAR BEGINNING JANUARY 1, 2021 AND  
15 ENDING DECEMBER 31, 2021

16  
17 WHEREAS, Ordinance No. 36, Series of 2020 established the annual  
18 appropriation for municipal purposes for the City of Littleton, Colorado; and

19  
20 WHEREAS, appropriations have theretofore been made for the expenditures of  
21 monies pursuant to said budget; and

22  
23 WHEREAS, the necessity of receiving and expending additional monies from the  
24 general funds could not have been reasonably anticipated during the time of the adoption  
25 of the budget and appropriation of funds in accordance therewith.

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

29  
30 Section 1: The budget of the City of Littleton for the fiscal year beginning January  
31 1, 2021, and ending December 31, 2021, is hereby amended by the following addition:

<u>FUND</u>	<u>EXPENDITURE</u>
General Fund	\$ 136,800

32  
33  
34  
35  
36 Section 2: The provisions of the annual appropriations Ordinance No. 36, Series of  
37 2020, are hereby amended with the total of all fund expenditures amended to \$67,484,490.

38  
39 Section 3: Severability. If any part, section, subsection, sentence, clause or  
40 phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the  
41 validity of the remaining sections of this ordinance. The City Council hereby declares that it would  
42 have passed this ordinance, including each part, section, subsection, sentence, clause or phrase  
43 hereof, irrespective of the fact that one or more parts, sections, subsections, sentences, clauses or  
44 phrases may be declared invalid.

45  
46 Section 4: Repealer. All ordinances or resolutions, or parts thereof, in conflict  
47 with this ordinance are hereby repealed, provided that this repealer shall not repeal the repealer  
48 clauses of such ordinance nor revive any ordinance thereby.

50  
51 INTRODUCTION AS A BILL at a regularly scheduled meeting of the City Council  
52 of the City of Littleton on the 1<sup>st</sup> day of December, 2020, passed on first reading by a vote of \_\_\_\_  
53 FOR and \_\_\_\_ AGAINST; and ordered published by posting at Littleton Center, Bemis Library,  
54 the Municipal Courthouse and on the City of Littleton Website.

55 PUBLIC HEARING on the Ordinance to take place on the 15<sup>th</sup> day of December,  
56 2020, in the Council Chamber<sup>1</sup>, Littleton Center, 2255 West Berry Avenue, Littleton, Colorado,  
57 at the hour of 6:30 p.m., or as soon thereafter as it may be heard.

58  
59 PASSED on second and final reading, following public hearing, by a vote of \_\_\_\_\_FOR  
60 and \_\_\_\_\_ AGAINST on the 15th day of December, 2020 and ordered published by posting at  
61 Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

62 ATTEST:

63 \_\_\_\_\_  
64 Colleen L. Norton  
65 CITY CLERK

\_\_\_\_\_

Jerry Valdes  
MAYOR

66  
67 APPROVED AS TO FORM:

68  
69 \_\_\_\_\_  
70 Reid Betzing  
71 CITY ATTORNEY



72  
73  
74  
75  
76  
77 <sup>1</sup> Due to COVID19, the City of Littleton is providing virtual coverage of city council meetings to protect the health of  
78 citizens, council members and staff. Meetings will not be held in the council chamber until further notice.  
79



Staff Communication

---

**File #:** Resolution 78-2020, **Version:** 1

---

Agenda Date: 12/01/2020

**Subject:**

Resolution 78-2020: Approving the continuation of the Next Generation Advisory Committee past the sunset date of December 2020

Prepared by: Ryan M. Thompson, Mediation Coordinator and Community Liaison
--

**PURPOSE:**

Approve the continuation of the Next Generation Advisory Committee past the sunset date of December 2020 and establish the committee as an ongoing body of Littleton's Authorities, Boards, and Commissions.

**PRESENTATIONS:**

**Staff Presenter(s):** N/A  
**Additional Presenter(s):** N/A

**SUMMARY:**

The City of Littleton is fully committed to representing, encouraging, and engaging emerging generations in the city. The Next Generation Advisory Committee (NGAC) was created in 2018 for a limited two-year pilot. Championed by Council Member Kyle Schlachter, the committee was commissioned by City Council to support the City's vision statement with thoughtful, considerate and insightful recommendations, suggestions, and feedback, on matters of City policy that directly impact the attraction and retention of young residents and employees.

The committee has 14 individuals ages 16-36, who live or work in the city.

The NGAC continues to provide insight from their related age demographics as well as perspective on council policy initiatives and goals. This advisory committee continues to explore topics that are important to the young professionals, including, but not limited to, education, employment and economic opportunity, access to local government services, housing, the environment, transportation, city planning, codes, zoning, and overall increased civic engagement.

**PRIOR ACTIONS OR DISCUSSIONS:**

Creation of a NGAC was discussed at the March 27, 2018, June 5, 2018 and January 8, 2019 City Council study sessions. A resolution approving creation of the Littleton Next Generation Advisory Committee passed on February 5, 2019.

On May 19, 2020 council voted to approve appointment of nine (9) new members and reappointment of three (3) members to NGAC, creating a board of twelve (12). The board recently lost two members to resignation,

prompting a new recruitment to fill those positions as well as additional positions to fill the board to capacity at fifteen (15).

On July 13, 2020, Mayor Pro Tem Melin and Council Member Grove scheduled interviews with seven (7) potential candidates, recommending five (5) for appointment thereby creating a full committee of fifteen (15).

On November 11, 2020, members of the NGAC met with council in a study session to present the committees accomplishments, work plan, and long-range goals.

**ANALYSIS:**

Staff Analysis

The NGAC has worked diligently in 2020 to aggressively engage in the work plan that was created in 2019. The NGAC has created and maintained three subcommittees that are actively engaging in discussions and researching topics that are in line with the Envision Littleton 2040 Vision.

The NGAC has taken steps to maximize the allotted staff time (.25 FTE) given them and are receiving adequate opportunities to engage and interact with staff from multiple departments to better understand how the City works.

Council Goal, Objective, and/or Guiding Principle

The Next Generation Committee helps support the ENGAGED guiding principle.

Littleton will remain ENGAGED and civic minded in all matters affecting the direction and priorities of city government and the community. Stakeholders will participate in transparent processes and take responsibility for maintaining a respectful and productive dialogue. Meaningful interactions must involve committed elected officials, informed residents, and other partner organizations and agencies interested in Littleton as it is today and will be tomorrow.

Fiscal Impacts

The NGAC requests staff support continue at 0.25 FTE.

Alternatives

Not approve the resolution and allow the NGAC to sunset in December of 2020 and potentially lose a direct connection to this demographic.

**STAFF RECOMMENDATION:**

Staff recommends approval of the resolution to continue the Next Generation Advisory Committee past the December 2020 sunset and proceed in perpetuity as described in their charter.

**PROPOSED MOTION:**

I move to approve the resolution continuing the Next Generation Advisory Committee past the sunset date of December 2020 and establishing them as an ongoing body of Littleton's Authorities, Boards, and Commissions.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43

**CITY OF LITTLETON, COLORADO**

**Resolution No. 78**

**Series of 2020**

**A RESOLUTION OF THE CITY OF LITTLETON,  
COLORADO, APPROVING THE CONTINUATION OF  
THE NEXT GENERATION ADVISORY COMMITTEE  
(NGAC) PAST THE SUNSET DATE OF DECEMBER 2020  
AND ESTABLISHING NGAC AS AN ONGOING BODY OF  
LITTLETON'S AUTHORITIES, BOARDS, AND  
COMMISSIONS**

**WHEREAS**, the City of Littleton city council established the Next Generation Advisory Committee (NGAC) in February of 2019, with a sunset clause of December 2020, in an effort to engage the 16 to 34 year old demographic; and

**WHEREAS**, this city council now wishes to extend this committee past the sunset date in perpetuity; and

**WHEREAS**, the City of Littleton city council wishes to continue promoting a culture of collaborative relationships; and

**WHEREAS**, the City of Littleton city council has recommended staff to bring forward a resolution continuing the Littleton Next Generation Advisory Committee.

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

The Mayor and Council find and determine that the City of Littleton should continue the Littleton Next Generation Advisory Committee in perpetuity.

INTRODUCED, READ AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Littleton, Colorado, on the 1<sup>st</sup> day of December, 2020, at 6:30 p.m. at the Littleton Center<sup>1</sup>, 2255 West Berry Avenue, Littleton, Colorado.

ATTEST:

\_\_\_\_\_  
Colleen L. Norton  
CITY CLERK

\_\_\_\_\_  
Jerry Valdes  
MAYOR

1 APPROVED AS TO FORM:

2  
3  
4  
5  
6  
7

---

Reid Betzing  
CITY ATTORNEY

---



<sup>1</sup> *Due to COVID19, the City of Littleton is providing virtual coverage of city council meetings to protect the health of citizens, council members and staff. Meetings will not be held in the council chamber until further notice.*



# NEXT GENERATION ADVISORY COMMITTEE WORK PLAN 2020– 2021

(last update: 11/1/2020)

## *1.0 Overview*

*The Next Generation Advisory Committee is commissioned by City Council to support the City's vision statement with thoughtful, considerate and insightful recommendations, suggestions and feedback, on matters of City policy that directly impact the attraction and retention of young residents and employees. The committee has 15 individuals from Littleton Public Schools, Arapahoe Community College and young residents who live or work in the city.*

### **1.1 Committee Mission**

The Next Generation Advisory Committee (NGAC) exists to represent, encourage and engage emerging generations in the City of Littleton.

### **1.2 Committee Membership**

#### **Committee leadership:**

Iftin Abshir, Chair

Joshua S. Hall, Co-Vice Chair

Alyssa Campbell, Co-Vice Chair

Charlee Ottersberg, Secretary

#### **Active members:**

Ashley Ferris, At-Large

Faith Krech, At-Large

Jennifer Sue Makis, At-Large

Lydia Phillips, Littleton High School

Emily Przekwas, At-Large

Catherine Riggs, At-Large

Cassie Sander, At-Large

Abbie Steiner, At-Large

Larry Thompson, At-Large

Carson Wedding, Arapahoe High School

### **1.3 City Liaisons for Committee**

Pam Grove, City Council Liaison

Ryan Thompson, Community Liaison & Mediation Coordinator

## 2.0 Task Outline

### 2.1 Ongoing work items:

1. Monthly NGAC meetings (First Thursday of the month from 6:30 – 8:30 pm)
2. NGAC Subcommittee Meetings
  - a. Sustainability Subcommittee (Second Monday after the NGAC Regular Meeting, 7:30pm - 8:30pm)
  - b. Zoning/ULUC Subcommittee (Second Thursday, 6pm - 7pm)
  - c. Diversity, Inclusion, Equity & Belonging Subcommittee (Last Thursday, 6pm - 7pm)
3. Engagement in Littleton Events and participation in City Council Meetings

### 2.2 Work items for the 2020:

1. Recruitment of new NGAC members
2. Continued Written Reports to Council
3. Increasing Involvement for Young Residents of Littleton
4. GOTV Campaign for 2021 Municipal Election (DIEB Subcommittee)
5. Feedback on Special Overlay District for Littleton Blvd (Zoning Subcommittee)
6. Powers Park Community Survey (Sustainability Subcommittee)

#### 2.2.1

<b>Task Title: NGAC Member Recruitment</b>	<b>Task Leader: Co-Vice Chairs</b>
<b>NGAC Goals:</b> <i>To provide insight from the 16-36 year old demographics' perspective on Council policy initiatives and goals. This Advisory Committee shall explore topics that are important to the young professionals, including, but not limited to, education, employment and economic opportunity, access to local government services, housing, the environment, transportation, city planning, codes, zoning, and overall increased civic engagement.</i>	
<b>Approximate Start/End Date:</b> 01/7/2020 – 2/29/2020	<b>Approximate # Hrs to Complete:</b> 20 Hours
<b>Detailed Task Description:</b> <p>The Next Generation Advisory Committee spent its first two years working together to discover the best way to work together and how to focus its energy. With an established mission and a clearer sense of purpose, the committee will set out to recruit additional members to ensure it is able to accomplish key work plan tasks and advance its goals.</p> <p>To recruit new members, marketing materials will be developed that will highlight the value of participating in the committee, will clarify the expectations of being a member, and will explain how to apply. The committee will work with City of Littleton staff to push the opportunity through official city of Littleton communication channels, both social media and traditional media. The committee will share the opportunity through non-city networks like Littleton Public Schools, South Suburban Parks and Rec, and through Littleton businesses. The committee will also share the opportunity with their peers and the high school representatives will promote the opportunity at their schools. Printed flyers will be posted in community gathering spaces.</p> <p>The committee will develop an application that provides potential applicants the opportunity to share why they are interested in helping make Littleton a place where young people and young families can thrive as well as any ideas they have for how they can contribute to the committee's mission.</p> <p>The committee will develop interview questions for City Council committee Liaison(s) to ask of potential</p>	

<p>candidates that help the committee in finding the right fit for future members.</p> <p>The committee will plan an orientation for new members to take place in May that helps bring new members up to speed on the first year of the committee as well as the committee’s goals for the coming year. During this time, expectations will be clarified and the new committee will engage in activities to help build trust and camaraderie.</p>	
<p><b>Prerequisites Needed: (Activities That Need To Be Performed Before This Task Can Begin)</b>          Before this task can begin, clarification is needed on the timeline and process for new member recruitment, interviewing, and onboarding for this committee.</p>	
<p><b>Other Boards, Commissions, or Committees/entities to Engage for this Task:</b>          Boards, commissions or committees that feel they can help NGAC connect with potential members will be engaged to support this recruitment effort.</p>	
<p><b>Completion Schedule:</b></p> <ul style="list-style-type: none"> <li>• December 4<sup>th</sup> – Recruitment plan finalized at NGAC meeting</li> <li>• By December 14<sup>th</sup> - Recruitment content generated and submitted to city for approval</li> <li>• By December 18<sup>th</sup> – Recruitment materials are finalized as well as application for committee participation</li> <li>• From January 4<sup>th</sup> to 29<sup>th</sup> – Recruitment efforts are implemented</li> <li>• Early February – Applicant interviews are scheduled by City Staff</li> <li>• Mid-Late February– Applicant Interviews are conducted by Council Liaison</li> <li>• March – New members are selected</li> </ul> <p>At April Meeting – New members officially join the committee and returning members prepare Welcome and Orientation events.</p>	
<p><b>Deliverables:</b></p> <ul style="list-style-type: none"> <li>• Marketing Content</li> <li>• Distribution of marketing materials through digital networks and in community gathering spaces</li> <li>• Interview guide for City Council Liaisons</li> <li>• Strong applicant pool for new NGAC members</li> </ul>	
<p><b>Other Necessary Support or Resources:</b></p> <ul style="list-style-type: none"> <li>• Resources for targeted social media efforts in partnership with City of Littleton communication staff</li> <li>• Resources for tailored traditional media (flyers, pamphlets, posters) to attract participation</li> </ul>	
<p><b>Approximate Direct Cost to Complete: (Labor and Non-Labor)</b>          Volunteer labor</p>	
<p><b>Assumptions:</b>          We would like to see the NGAC recruitment folded into the regular Boards and Commission Interviews conducted by the City Council in April of each year.</p>	
<p><b>Prepared by/ Date:</b>          Abbie Steiner &amp; Iftin Abshir (Updated 1 Nov 2020)</p>	<p><b>Approved By/ Date:</b></p>

**2.2.2**

<p><b>Task Title:</b> Continued Written Reports to Council</p>	<p><b>Task Leader:</b> Varies by Report</p>
<p><b>NGAC Goals:</b> <i>To provide insight from the 17-34 year old demographics’ perspective on Council policy initiatives and goals. This Advisory Committee shall explore topics that are important to the young professionals, including, but not limited to, education, employment and economic opportunity, access to local government services, housing, the environment, transportation, city planning, codes, zoning, and overall increased civic engagement.</i></p>	

<b>Approximate Start/End Date:</b> Ongoing	<b>Approximate # Hrs to Complete:</b> 15-20 hours/report
<b>Detailed Task Description:</b> Over the past year NGAC has drafted multiple reports to City Council providing feedback on city projects and proposed changes. The NGAC plans to continue this work in the next year. The current areas of focus the committee has identified are: Micro-mobility in Littleton, Santa Fe PEL Study, and Homelessness in Littleton. These are three areas where we feel the NGAC would be able to provide unique insight in to the topics that would be useful to the city and to council while discussing and deciding on important issues.	
<b>Prerequisites Needed: (Activities That Need To Be Performed Before This Task Can Begin)</b> The required information will be contingent on the current project <ul style="list-style-type: none"> <li>The NGAC is anticipating the Tri-County Study on Homelessness in order to continue with tat project</li> </ul>	
<b>Other Boards, Commissions, or Committees/entities to Engage for this Task:</b> <ul style="list-style-type: none"> <li>The NGAC will be identifying the relevant Community Stakeholders for each project as necessary.</li> <li>Transportation Mobility Board</li> </ul>	
<b>Completion Schedule:</b> <b>Micro-mobility in Littleton</b> <ul style="list-style-type: none"> <li>October 2020 – February 2021</li> </ul> <b>Santa Fe PEL Study</b> <ul style="list-style-type: none"> <li>November 2020 - begin discussion</li> <li>January 2021 – participate in a community and stakeholder event with CDOT</li> </ul> <b>Homelessness Feedback</b> <ul style="list-style-type: none"> <li>Contingent on completion of Tri-County Study, but will anticipate 2-3 months of work to complete written feedback and recommendations</li> </ul>	
<b>Deliverables:</b> Thoroughly researched and well-written reports to council providing recommendations and suggestions from members of the underrepresented 16-36 age demographic.	
<b>Other Necessary Support or Resources:</b> <ul style="list-style-type: none"> <li>While being cognizant of staff time, we may need additional information from the city to complete these reports</li> </ul>	
<b>Approximate Direct Cost to Complete: (Labor and Non-Labor)</b> Volunteer labor	
<b>Assumptions:</b> <ul style="list-style-type: none"> <li>These projects will be of continued interest to the City of Littleton in 2021</li> </ul>	
<b>Prepared by/ Date:</b> Iftin Abshir (Updated 30 Oct 2020)	<b>Approved By/ Date:</b> Iftin Abshir & Pam Grove, Oct. 2020

### 2.2.3

<b>Task Title:</b> Increasing Involvement the Next Generation in established Littleton Events	<b>Task Leader:</b> TBD
<b>NGAC Goals:</b> <i>To provide insight from the 17-34 year old demographics' perspective on Council policy initiatives and goals. This Advisory Committee shall explore topics that are important to the young professionals, including, but not limited to, education, employment and economic opportunity, access to local government services, housing, the environment, transportation, city planning, codes, zoning, and overall increased civic engagement.</i>	
<b>Approximate Start/End Date:</b> Ongoing	<b>Approximate # Hrs to Complete:</b> 20
<b>Detailed Task Description:</b> To ensure the 16-36 demographic participates actively in the many events offered by the City of Littleton, this task will focus on engaging young people and young families to participate more actively in existing events. To accomplish this, we will learn more about how participants are recruited to participate in these events and build on existing efforts to try to reach more people. This	

could involve launching more focused social media campaigns to attract specific age groups, or tailoring traditional advertising to our demographic of interest in specific locations that are already utilized (schools, coffee shops, community gathering spaces, etc.). To further bolster this effort, any boards or commissions engaged in shaping existing events will be engaged to brainstorm about how to reach young people and young families.

A related subgoal of this task will be to engage young people in city governance by finding meaningful ways to encourage those between the ages of 16 and 36 to provide public comment at city council meetings and at board and commission meetings.

A second subgoal of this task will be to connect with people in this demographic to learn more about what they want to see at both large-scale and small-scale Littleton events.

A final subgoal of this task will be to increase the visibility of the NGAC as a mechanism to further engage individuals from the target demographic.

**Prerequisites Needed: (Activities That Need To Be Performed Before This Task Can Begin)**

- Monitoring of Public Health Guidelines
- Social media posts to encourage greater community involvement

**Other Boards, Commissions, or Committees/entities to Engage for this Task:**

Boards, commissions or committees that help orchestrate the key Littleton events identified for this task will be engaged to support this effort.

**Completion Schedule:**

- Timeline will be adjusted as necessary based on the current public health guidelines

**Deliverables:**

- Timeline and plan for engagement
- Survey tool
- Responses 50 young people or young families about what they hope to see for Littleton
- Increased participation in Local Government of young residents of Littleton

**Other Necessary Support or Resources:**

- Resources for targeted social media efforts in partnership with City of Littleton communication staff
- Resources for tailored traditional media (flyers, pamphlets, posters) to attract participation

**Approximate Direct Cost to Complete: (Labor and Non-Labor)**

Volunteer labor

**Assumptions:**

- Public Health Guidelines will allow for events and activities to take place later in 2021
- City of Littleton would benefit from support in driving young people and young families into existing Littleton events
- City of Littleton officials want young people and young families to participate more actively in city government
- Learning from young people and families about how to shape events to meet their needs will be utilized to evolve existing programs in the future

**Prepared by/ Date:**

Abbie Steiner & Iftin Abshir (Updated 1 Nov 2020)

**Approved By/ Date:**

**2.2.4**

**Task Title:**

GOTV Campaign for 2021 Municipal Election

**Task Leader:** DIEB Subcommittee (with the assistance of the full NGAC board)

**NGAC Goals:** To provide insight from the 17-34 year old demographics' perspective on Council policy initiatives and goals. This Advisory Committee shall explore topics that are important to the young

<i>professionals, including, but not limited to, education, employment and economic opportunity, access to local government services, housing, the environment, transportation, city planning, codes, zoning, and overall increased civic engagement.</i>	
<b>Approximate Start/End Date:</b> August 2021 – November 2, 2021	<b>Approximate # Hrs to Complete:</b> 20-40 hours
<b>Detailed Task Description:</b> Turnout and voter participation for off-year elections is much lower than for Midterm or Presidential election years across all demographics, but particularly in the 18-36-age range. Though a non-partisan Get Out The Vote campaign, the NGAC will work to educate young residents on the importance of voting in local elections. Using multiple avenues including social media posts, phone and text banks, and direct community involvement (particularly in under represented segments of the population) the NGAC will work to engage voters throughout the City of Littleton.	
<b>Prerequisites Needed: (Activities That Need To Be Performed Before This Task Can Begin)</b> <ul style="list-style-type: none"> <li>Identifying a Non-Partisan GOTV campaign</li> <li>Social media posts and information to be used in the campaign</li> </ul>	
<b>Other Boards, Commissions, or Committees/entities to Engage for this Task:</b> <ul style="list-style-type: none"> <li>Relevant Stakeholders will be identified as the project approaches</li> </ul>	
<b>Completion Schedule:</b> <ul style="list-style-type: none"> <li>August 2021 – begin making social media posts and gathering materials</li> <li>September 2021 – begin targeted marketing to inform young voters of the election</li> <li>October 2021- continue informational campaign, increase involvement based on current public health guidelines</li> <li>November 2, 2021 – Election Day</li> </ul>	
<b>Deliverables:</b> <ul style="list-style-type: none"> <li>Increased Voter Turnout for the 2021 Municipal Election, especially in the 18-36 age range</li> <li>Non-Partisan election materials targeted to a younger voter demographic</li> </ul>	
<b>Other Necessary Support or Resources:</b> <ul style="list-style-type: none"> <li>Support on city's social media platforms</li> </ul>	
<b>Approximate Direct Cost to Complete: (Labor and Non-Labor)</b> Volunteer labor	
<b>Assumptions:</b> <ul style="list-style-type: none"> <li>Voters are not aware of the importance of “off-year” elections</li> <li>Will be able to increase voter turnout in all age demographics</li> <li>Public health guidelines will allow for direct community engagement</li> </ul>	
<b>Prepared by/ Date:</b> Iftin Abshir (Updated 30 Oct 2020)	<b>Approved By/ Date:</b> DIEB Subcommittee, Sept. 2020

### 2.2.5

<b>Task Title:</b> Feedback on Special Overlay District for Littleton Blvd	<b>Task Leader:</b> Zoning Subcommittee (Subcommittee Chair, Charlee Ottersberg)
<b>NGAC Goals:</b> <i>To provide insight from the 17-34 year old demographics' perspective on Council policy initiatives and goals. This Advisory Committee shall explore topics that are important to the young professionals, including, but not limited to, education, employment and economic opportunity, access to local government services, housing, the environment, transportation, city planning, codes, zoning, and overall increased civic engagement.</i>	
<b>Approximate Start/End Date:</b> Nov 2020-Spring 2021	<b>Approximate # Hrs to Complete:</b> 30 hours
<b>Detailed Task Description:</b> In preparation for the next phase of the ULUC project for the City of Littleton, the NGAC Zoning subcommittee has begun research into the creation of a special overlay district on Littleton Blvd. The Zoning subcommittee will be looking into the creation of a Mid-Mod Mile Historic Overlay District as well as weighing the pros and cons of creating an Arts District. The subcommittee is looking to discover the	

benefits for attracting young residents of Littleton to a revitalized Littleton Blvd through this project.	
<b>Prerequisites Needed: (Activities That Need To Be Performed Before This Task Can Begin)</b>	
<ul style="list-style-type: none"> <li>• Research to be completed by the Zoning subcommittee</li> </ul>	
<b>Other Boards, Commissions, or Committees/entities to Engage for this Task:</b>	
Historical Preservation Board, Planning Commission, Arts and Culture Commission	
<b>Completion Schedule:</b>	
<ul style="list-style-type: none"> <li>• November 2020- begin research process</li> <li>• January 2021- begin writing the first draft of report, additional research as necessary</li> <li>• February 2021- complete first draft of report</li> <li>• March 2021- submit final report to City Council</li> </ul>	
*This schedule subject to change to accommodate Phase II of the ULUC	
<b>Deliverables:</b>	
<ul style="list-style-type: none"> <li>• A detailed and well-researched written report to be presented to City Council and other relevant boards and commissions</li> </ul>	
<b>Other Necessary Support or Resources:</b>	
<ul style="list-style-type: none"> <li>• Research to be completed by Zoning Board members</li> <li>• Meetings/Zoom Calls with other city boards to coordinate efforts</li> <li>• We need to be approaching the project while keeping in mind the potential effects of gentrification and the negative effects of such a process</li> </ul>	
<b>Approximate Direct Cost to Complete: (Labor and Non-Labor)</b>	
Volunteer labor	
<b>Assumptions:</b>	
<ul style="list-style-type: none"> <li>• As the City of Littleton moves forward with the next phase of the ULUC, this would be a good time to look at the creation of an overlay district on Littleton Blvd</li> <li>• Creating an overlay district could attract additional interest for shopping and eating in Littleton Blvd establishments for the residents of Littleton</li> <li>• We can approach the project without accelerating or by compensating for the effects of gentrification of this area of Littleton</li> </ul>	
<b>Prepared by/ Date:</b>	<b>Approved By/ Date:</b>
Iftin Abshir (Updated 30 Oct 2020)	Zoning Subcommittee, Sept. 2020

### 2.2.6

<b>Task Title:</b> Powers Park Community Survey	<b>Task Leader:</b> Zoning Subcommittee
<b>NGAC Goals:</b> To provide insight from the 17-34 year old demographics' perspective on Council policy initiatives and goals. This Advisory Committee shall explore topics that are important to the young professionals, including, but not limited to, education, employment and economic opportunity, access to local government services, housing, the environment, transportation, city planning, codes, zoning, and overall increased civic engagement.	
<b>Approximate Start/End Date:</b>	<b>Approximate # Hrs to Complete:</b>
Spring 2012 – Summer 2021	10 - 15 hours
<b>Detailed Task Description:</b>	
<p>As the City of Littleton and community stakeholders evaluate the necessary steps to move the Powers Park project to the next phase, community engagement from the neighbourhood will be key. The NGAC Sustainability subcommittee is invested in promoting a more sustainable City of Littleton and are interested in the potential this project has for re-imagining Powers Park to become an asset to this denser, underserved area of the community. Some possibilities for a re-vitalized Powers Park include:</p> <ul style="list-style-type: none"> <li>• exhibits about water quality</li> <li>• rainwater harvesting opportunities</li> <li>• transforming parts to an edible park</li> <li>• community gardens</li> </ul>	

<ul style="list-style-type: none"> <li>• a native plant demonstration garden</li> </ul> <p>As a subcommittee comprised of young adults we are better suited to engage with community members under the current health situation to conduct surveys with neighbourhood members to asses their wishes for Powers Park.</p>	
<p><b>Prerequisites Needed: (Activities That Need To Be Performed Before This Task Can Begin)</b></p> <ul style="list-style-type: none"> <li>• Survey questions to be completed by community stakeholders</li> <li>• Survey equipment and PPE for subcommittee members</li> </ul>	
<p><b>Other Boards, Commissions, or Committees/entities to Engage for this Task:</b>  South Metro Land Conservancy, Public Works Department, South Suburban Parks and Recreation, South Metro Housing Options, North Littleton Promise</p>	
<p><b>Completion Schedule:</b></p> <ul style="list-style-type: none"> <li>• Completion will be contingent on the current public health guidelines, but we will anticipate one month of survey collection in order to receive a sizable sampling</li> </ul>	
<p><b>Deliverables:</b></p> <ul style="list-style-type: none"> <li>• Survey of Community Members expressing their interest in and desires for a revitalized Powers Park in North East Littleton.</li> <li>• Written feedback to Council based on the results of the survey</li> </ul>	
<p><b>Other Necessary Support or Resources:</b></p> <ul style="list-style-type: none"> <li>• Social media engagement from the City of Littleton to promote the survey</li> </ul>	
<p><b>Approximate Direct Cost to Complete: (Labor and Non-Labor)</b>  Volunteer labor</p>	
<p><b>Assumptions:</b></p> <ul style="list-style-type: none"> <li>• Public health guidelines will allow for a community survey in Spring 2021</li> </ul>	
<p><b>Prepared by/ Date:</b>  Iftin Abshir (28 Oct 2020)</p>	<p><b>Approved By/ Date:</b>  Sustainability Subcommittee, July 2020</p>



1 **CITY OF LITTLETON, COLORADO**

2  
3 **Resolution No. 78**

4  
5 **Series of 2020**

6  
7  
8 **A RESOLUTION OF THE CITY OF LITTLETON,**  
9 **COLORADO, APPROVING THE CONTINUATION OF**  
10 **THE NEXT GENERATION ADVISORY COMMITTEE**  
11 **(NGAC) PAST THE SUNSET DATE OF DECEMBER 2020**  
12 **AND ESTABLISHING NGAC AS AN ONGOING BODY OF**  
13 **LITTLETON'S AUTHORITIES, BOARDS, AND**  
14 **COMMISSIONS**

15  
16 **WHEREAS**, the City of Littleton city council established the Next Generation  
17 Advisory Committee (NGAC) in February of 2019, with a sunset clause of December 2020, in  
18 an effort to engage the 16 to 34 year old demographic; and

19  
20 **WHEREAS**, this city council now wishes to extend this committee past the  
21 sunset date in perpetuity; and

22  
23 **WHEREAS**, the City of Littleton city council wishes to continue promoting a  
24 culture of collaborative relationships; and

25  
26 **WHEREAS**, the City of Littleton city council has recommended staff to bring  
27 forward a resolution continuing the Littleton Next Generation Advisory Committee.

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

31  
32 The Mayor and Council find and determine that the City of Littleton should  
33 continue the Littleton Next Generation Advisory Committee in perpetuity.

34  
35 **INTRODUCED, READ AND ADOPTED** at a regularly scheduled meeting of the  
36 City Council of the City of Littleton, Colorado, on the 1<sup>st</sup> day of December, 2020, at 6:30 p.m. at  
37 the Littleton Center<sup>1</sup>, 2255 West Berry Avenue, Littleton, Colorado.

38 **ATTEST:**

39  
40 \_\_\_\_\_  
41 Colleen L. Norton  
42 CITY CLERK

40 \_\_\_\_\_  
41 Jerry Valdes  
42 MAYOR

43

1 APPROVED AS TO FORM:

2  
3  
4  
5  
6  
7

---

Reid Betzing  
CITY ATTORNEY

---



<sup>1</sup> *Due to COVID19, the City of Littleton is providing virtual coverage of city council meetings to protect the health of citizens, council members and staff. Meetings will not be held in the council chamber until further notice.*



Staff Communication

---

**File #:** ID# 20-300, **Version:** 1

---

Agenda Date: 12/01/2020

Subject:

Approval of the November 17, 2020 virtual regular meeting minutes

Prepared by: Colleen L. Norton, City Clerk

**RECORDING SECRETARY'S CERTIFICATION:**

I hereby certify that the attached minutes are an accurate representation of motions made and action taken at the November 17, 2020 virtual regular meeting of the city council. I have also reviewed the video recording for the November 17, 2020 virtual regular meeting of the Littleton City Council and certify that the video recording is a full, complete, and accurate record of the proceedings and there were no malfunctions in the video of the recording.

**PROPOSED MOTION:**

I move to approve the minutes for the November 17, 2020 virtual regular meeting of the Littleton City Council.



# City of Littleton

Littleton Center  
2255 West Berry Avenue  
Littleton, CO 80120

## Meeting Minutes - Draft

### City Council

---

Tuesday, November 17, 2020

6:30 PM

---

#### Virtual Regular Meeting

#### 1. Roll Call

**Present:** 7 - Mayor Valdes, Council Member Driscoll, Council Member Elrod, Council Member Fey, Mayor Pro-Tem Melin, Council Member Milliman and Council Member Grove

#### 2. Approval of Agenda

#### 3. Comments / Reports

a) City Manager

*No report*

b) City Attorney

*Update on COVID dial, adding one more phase. Arapahoe County's goes into effect at 5:00 p.m. this Friday, November 20.*

c) Council Members

*Council Member Driscoll - No report*

*Council Member Elrod - The Energy Office of Colorado presented at the last DRCOG meeting I attended in regard to achieving Governor Polis' goal of 100% renewal energy by 2040 as it relates to municipalities. The Colorado State Demography office share projections of growth over the next 30 years. The Littleton Arts and Culture Commission met last week where we kicked up the strategic planning process. This will be supplemented with a citizen's survey which is being craft now. Reminder that Colorado Gives Day is coming up on December 8 and there are a lot of great non-profits in the City of Littleton.*

*Council Member Fey - Metro Denver Housing Initiative announced today that they have compiled a list of emergency shelters for the homeless. The list is available at [https://www.mdhi.org/need\\_help](https://www.mdhi.org/need_help).*

*Council Member Grove - Attended the monthly meeting of NGAC (Next Generation Advisory Committee). Attending the Envision Littleton Studio on November 9; participated in workgroups. KKC (Kendig Keast Collaborative) will be conducting another workshop on December 14. Attended a South Suburban Parks and Rec meeting. They have a five-year capital plan. At this time, nothing has changed in respect to Littleton. Working with Council Member Elrod and staff on Open Space Funds to bring something back to council.*

*Council Member Milliman - Echoes Council Member Grove's comments on the Envision series on November 9. Thank you to everybody who participated in that. Excited to be beginning the discussion about corridors and think it will open up opportunities for diverse housing options in Littleton. Kudos to Kelli Narde and Elizabeth Scofield for the Silent Disco event in downtown on October 24; very fun! Hope we get to do that again! Due to new COVID restrictions, walk-in service at the Library is suspended and curbside service for book pick-up will start on November 16. The museum will remain at 58 visitors per hour due to their vast outdoor space. Please as a healthcare worker, please wear your mask!*

*Mayor Pro Tem Melin - Had the opportunity to tour Triple J Armory along with the City Attorney and Chief Stephens with an eye toward council's upcoming discussion on this item.*

d) Mayor

*Kudos to the Next Generation Advisory Committee who presented at council's last study session. Attended an event at Bemis Library. Bemis Library and the museum are so important to our community.*

#### **4. Citizen Appearances - None**

#### **5. Public Comment**

Citizens wishing to provide public comment prior to the meeting, or who wish to participate via phone, please see instructions listed at the top of the agenda.

#### **6. Consent Agenda Items**

- a) [Ordinance 44-2020](#) Ordinance 44-2020: An ordinance on second reading authorizing renewal of four farm lease agreements for South Platte Renew  
approved
- b) [Resolution 76-2020](#) Resolution 76-2020: Approving an amendment to an intergovernmental agreement regarding design and construction of drainage and flood control improvements for South Platte River at Reynolds Landing  
approved
- c) [Resolution 75-2020](#) Resolution 75-2020: Approving an intergovernmental agreement with Mile High Flood District regarding final design, right-of-way acquisition, and construction of drainage and flood control improvements for Jackass Gulch at Highline Canal  
approved
- d) [Ordinance 28-2020](#) Ordinance 28-2020: An ordinance on second reading approving a five-year agreement with Cartegraph Systems LLC for an enterprise asset management system  
approved

- e) [Resolution 73-2020](#) Resolution 73-2020: Approving a Memorandum of Understanding (MOU) between the Littleton Police Department (LPD) and the Rocky Mountain Regional Computer Forensics Laboratory (RCFL) for participation on the RCFL Task Force  
approved
- f) [Resolution 74-2020](#) Resolution 74-2020: Approving an amendment to the intergovernmental agreement between City of Littleton and Jefferson County regarding the CARES Act Local Government Distributions  
approved
- g) **Ordinance 47-2020** Ordinance 47-2020: An ordinance on second reading amending Chapter 20, of Title 3, of the Littleton City Code regarding medical marijuana centers  
approved
- h) **Ordinance 48-2020** Ordinance 48-2020: An ordinance on second reading amending Chapter 21, of Title 3, of the Littleton City Code regarding retail marijuana establishments  
approved
- i) [ID# 20-287](#) Approval of the October 20, 2020 virtual regular meeting minutes  
approved

### Approval of the Consent Agenda

**Council Member Driscoll moved and Mayor Pro Tem Melin seconded to approve consent agenda items a through i. The vote is 7-0. The motion carries unanimously.**

**Aye:** 7 - Mayor Valdes, Council Member Driscoll, Council Member Elrod, Council Member Fey, Mayor Pro Tem Melin, Council Member Milliman and Council Member Grove

### 7. General Business

- a) [ID# 20-284](#) Downtown Historic District Project Update

### 8. Ordinances on Second Reading and Public Hearing

- a) [Ordinance 41-2020](#) Ordinance 41-2020: An ordinance on second reading adding Chapter 23, entitled Short-Term Rentals, to Title 3 Business Regulations of the Littleton City Code

*Staff Presentation: Jennifer Henninger, Community Development Director*

*Mayor Valdes opened the public hearing at 7:24 p.m.*

*Karen Hawes - Questions on presentations / In favor of homeowner being on premise during duration of stay*

*Mark (no last name) - In favor*

*Angela Engel - In favor with amendments recommended by the citizens coalition*

*Tom Grant - In favor*

*Dan Radulovich - In favor with amendments recommended by the citizens coalition*

*Bill Barrett - In favor of owner occupied STRs*

*Pam Chadbourne - In favor of owner occupied STRs*

*Michael Orf - In favor with amendments recommended by the citizens coalition*

*Mayor Valdes closed the public hearing at 7:49 p.m.*

**Council Member Grove moved and Council Member Milliman seconded to approve Ordinance 41-2020 on second reading adding Chapter 23, entitled Short-Term Rentals, to Title 3 Business Regulations of the Littleton City Code. The vote is 7-0. The motion carries unanimously.**

**Aye:** 7 - Mayor Valdes, Council Member Driscoll, Council Member Elrod, Council Member Fey, Mayor Pro Tem Melin, Council Member Milliman and Council Member Grove

- b) [Ordinance 42-2020](#) Ordinance 42-2020: An ordinance on second reading amending various sections of Title 3, Chapter 9 to require collection and remittance of Littleton sales tax by remote sellers

*Staff Presentation: Tiffany Hooten, Finance Director*

*Mayor Valdes opened the public hearing at 8:21 p.m.*

*Dan Radulovich - In favor*

*Mayor Valdes closed the public hearing at 8:22 p.m.*

**Council Member Elrod moved and Council Member Driscoll seconded to approve Ordinance 42-2020 on second reading amending various sections of Title 3, Chapter 9 to require collection and remittance of Littleton sales tax by remote sellers. The vote is 7-0. The motion carries unanimously.**

**Aye:** 7 - Mayor Valdes, Council Member Driscoll, Council Member Elrod, Council Member Fey, Mayor Pro Tem Melin, Council Member Milliman and Council Member Grove

## **9. Adjournment**

*Mayor Valdes adjourned the meeting at 8:24 p.m.*

The public is invited to participate in, and/or attend, all regular meetings or study sessions of the City Council or any city Authority, Board or Commission. The Littleton Center is currently closed to the public and meetings are being conducted virtually.



Staff Communication

---

**File #:** Ordinance 44-2020, **Version:** 2

---

Agenda Date: 12/01/2020

Subject:

Ordinance 44-2020: An ordinance on second reading authorizing renewal of four farm lease agreements for South Platte Renew

Prepared by: Lucy Lucero, Executive Assistant, City Manager's Office
--

**PURPOSE:**

Does city council support renewing four farm lease agreements for South Platte Renew?

**PRESENTATIONS:**

**Staff Presenter(s):** Keith Reester, Public Works and Utilities Director

**Additional Presenter(s):** Pieter Van Ry, South Platte Renew Director; Blair Corning, Deputy Director - Environmental Programs

**SUMMARY:**

Biosolids are nutrient-rich, organic materials produced during the treatment of domestic wastewater. These materials, when treated and processed properly, are environmentally safe and recycled as an organic soil amendment or fertilizer, to improve farm soils and stimulate crop growth. Since 1982, the South Platte Renew (SPR) has produced Class "B" biosolids which are used in an agricultural land application program for production of human consumable crops. This program was initiated in response to the increased cost and liability for landfill disposal of wastewater biosolids.

The long-term relationship with each farmer is critical to SPR's Beneficial Use Program, as it allows for successful land application of biosolids. This sustainable solution avoids additional expenses of landfilling the solids produced during the wastewater treatment process. Good farming practices and adherence to state and federal regulations by partner farmers is instrumental to the success of the biosolids program.

**PRIOR ACTIONS OR DISCUSSIONS:**

In 1995/1996, SPR was granted approval by the Cities of Englewood and Littleton to purchase approximately 6,600 acres of dryland farm properties (formerly known as the Byers Farm) for the beneficial application of domestic wastewater biosolids generated by the facility. In 2007, an additional 1,271 acres was purchased for biosolids application (added to the Byers Farm). In addition, the cities also own approximately 947 acres near Bennett, Colorado (formerly known as the Bennett Farm) which is also actively farmed.

There are currently five lease agreements between the Cities of Littleton and Englewood and four different farmers. These were written for the five-year period from January 1, 2016 and will expire December 31, 2020. The existing Lessees are Progressive Farms, Craig Farms General Partnership, Gary and Nancy Meier and Jason Meier, and Kent Beichle. Kent Beichle is the Lessee for two lease agreements, as the second lease was



transferred from another farmer in 2018.

This ordinance passed on first reading on November 17, 2020.

**ANALYSIS:**

Staff Analysis

The amendments to the lease agreements include 1) increasing the cash rent per updated calculations and benchmarking; 2) consolidating the two Beichle leases into a single lease; 3) adding language to improve communications with farmers; 4) allowing a temporary extension for farmers to harvest crops in the event that the agreement ends; and 5) allowing for an appraisal to inform rent increases after each term.

Council Goal, Objective, and/or Guiding Principle

Council Goal 3 - Good Governance, Objective 3 - Strategic Partnerships

Fiscal Impacts

The previous cash rent for the properties was set at \$12.00/acre based on data from the Colorado State Land Board's equation for standard rates in Adams and Arapahoe Counties. This amount has been increased to account for inflation and current agricultural market conditions.

The cash rent has been increased to \$16.00/acre for the three leases receiving biosolids application. The rate of \$16.00/acre was derived from the average of 2019 data from the Colorado State Land Board and National Agricultural Statistics Service (NASS). The Meier lease includes 478 acres at \$8.00/acre for grazing.

Kent Beichle's cash rent was increased to \$14.00/acre because land application is not performed on this land due to odor concerns from nearby residents in Bennett. Additionally, the soil quality is poorer than the other owned properties.

Summary of Lease Rate Information and Revenue Projections:

<b>Farmer</b>	<b>Rate (\$/acre)</b>	<b>Acres</b>	<b>Revenue (\$)</b>
Progressive Farms	16	4,993	79,888
Craig Farms	16	320	5,120
Meier	16 land application / 8 grazing	1,271	16,506
Beichle	14	947	13,258

The annual revenue from 2016 to 2020 was \$88,455.20. The expected annual revenue from 2021 to 2025 is \$114,771.60 which is an increase of twenty-three percent.

Alternatives

Do not renew the leases and respond to the increased cost and liability for landfill disposal of wastewater biosolids.

**STAFF RECOMMENDATION:**

Staff recommends the approval of the four lease agreements between the Cities of Littleton and Englewood, Progressive Farms, Craig Farms General Partnership, Gary and Nancy Meier and Jason Meier, and Kent Beichle at the proposed lease rates.

**PROPOSED MOTION:**

I move to approve the ordinance on second reading authorizing renewal of four farm lease agreements for South Platte Renew.

1 CITY OF LITTLETON, COLORADO

2  
3 ORDINANCE NO. 44

4  
5 Series, 2020

6  
7  
8 AN ORDINANCE OF THE CITY OF LITTLETON,  
9 COLORADO, AUTHORIZING FOUR FARM LEASE  
10 AGREEMENTS FOR THE SOUTH PLATTE RENEW

11  
12 WHEREAS, the Cities of Littleton and Englewood jointly own properties near  
13 Byers, Colorado and Bennett, Colorado, which are used for the South Platte Renew Biosolids  
14 Management Program (Program); and

15  
16 WHEREAS, the Program uses dryland farm property for long-term applications of  
17 domestic wastewater biosolids generated by South Platte Renew; and

18  
19 WHEREAS, the four lease agreements are with Kent Beichle, Craig Farms General  
20 Partnership, Gary and Nancy Meier and Jason Meier, and Progressive Farms, all of which desire  
21 to participate in the Program.

22  
23 NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF  
24 THE CITY OF LITTLETON, COLORADO, THAT:

25  
26 Section 1: The City Council of the City of Littleton hereby authorizes the Farm  
27 Lease between Ken Beichle and the Cities of Littleton and Englewood, attached hereto.

28  
29 Section 2: The City Council of the City of Littleton hereby authorizes the Farm  
30 Lease between Craig Farms General Partnership and the Cities of Littleton and Englewood,  
31 attached hereto.

32  
33 Section 3: The City Council of the City of Littleton hereby authorizes the Farm  
34 Lease between Gary and Nancy Meier, Jason Meier and the Cities of Littleton and Englewood,  
35 attached hereto.

36  
37 Section 4: The City Council of the City of Littleton hereby authorizes the Farm  
38 Lease between Progressive Farms and the Cities of Littleton and Englewood, attached hereto.

39  
40 Section 5: 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 would  
43 have passed this ordinance, including each part, section, subsection, sentence, clause or phrase  
44 hereof, irrespective of the fact that one or more parts, sections, subsections, sentences, clauses or  
45 phrases may be declared invalid.

46  
47 Section 6: Repealer. All ordinances or resolutions, or parts thereof, in conflict  
48 with this ordinance are hereby repealed, provided that this repealer shall not repeal the repealer  
49 clauses of such ordinance nor revive any ordinance thereby.

50  
51 INTRODUCTION AS A BILL at a regularly scheduled meeting of the City Council  
52 of the City of Littleton on the 17<sup>th</sup> day of November, 2020, passed on first reading by a vote of 7  
53 FOR and 0 AGAINST; and ordered published by posting at Littleton Center, Bemis Library, the  
54 Municipal Courthouse and on the City of Littleton Website.

PUBLIC HEARING on the Ordinance to take place on the 1<sup>st</sup> day of December, 2020, in the Council Chamber<sup>1</sup>, 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 1<sup>st</sup> day of December, 2020 and ordered published by posting at Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

ATTEST:

\_\_\_\_\_  
Colleen L. Norton  
CITY CLERK

\_\_\_\_\_  
Jerry Valdes  
MAYOR

APPROVED AS TO FORM:

\_\_\_\_\_  
Reid Betzing  
CITY ATTORNEY



<sup>1</sup> Due to COVID19, the City of Littleton is providing virtual coverage of city council meetings to protect the health of citizens, council members and staff. Meetings will not be held in the council chamber until further notice.

## FARM LEASE

THIS LEASE is entered into between the Cities of Littleton and Englewood, (collectively referred to hereinafter as “Lessor”), and **Kent Beichle**, (referred to hereinafter as “Lessee”). On this date, Lessor has leased to the Lessee, the following described premises situated in the County of Arapahoe, State of Colorado, to wit:

[See Exhibit A attached hereto and made a part hereof]

Together with all buildings and improvements on the premises (hereinafter referred to as the “Leased Property”) in accordance with the following terms:

1. This lease replaces and supersedes in its entirety, any prior lease agreement between the parties concerning the Leased Property. This lease shall be for the term of one (1) year, renewable annually for five (5) years commencing on January 1, 2021, and ending on December 31, 2025. Lease rates may be reviewed and changed at each renewal period. The lease rate shall be \$14.00 (fourteen dollars) per acre per year on farmable acres on the Leased Property, calculated to be 947 farmable acres, for a total lease payment per term of \$13,258. Payment must be received by the Lessor by December 31<sup>st</sup> for the upcoming crop year. Throughout the duration of this lease agreement, the Lessor reserves the right to conduct land surveys and appraisals that inform subsequent amendments of the established lease rate.

2. The lease payment is to be made payable to the order of: South Platte Renew and delivered no later than December 31 of each term that this lease is in effect to:

South Platte Renew c/o Accounts Receivable  
2900 South Platte River Drive  
Englewood, CO 80110

3. Lessee shall thoroughly plow, cultivate and farm in accordance with good farming practices, all lands comprising the Leased Property that are not in grass, fallowed by mutual agreement of the parties, or otherwise unfarmable. Lessee shall comply with the terms and conditions of all government agricultural programs applicable to the Leased Property, including the Conservation Reserve Program.

4. Lessee shall use the Leased Property as a dryland farm or for livestock grazing (as approved) and for no other purpose whatsoever, and especially will not let or permit the Leased Property to be used for any other business or purpose whatsoever.

5. Lessee shall be responsible for all costs and expenses associated with use of the Leased Property as a dryland farm.

6. Lessee shall not assign this lease, sublet, or relinquish the Leased Property without the express written consent of the Supervisory Committee of South Platte Renew. If the Lessee attempts to assign this lease, sublet, or relinquish the Leased Property without the express written consent of the Supervisory Committee of South Platte Renew, the Lessee shall forfeit all the rights under or by virtue of this lease.

7. Lessee shall protect the Leased Property, including buildings, gates, fences, shrubbery, and improvements thereon from all damages and shall keep the same in the same condition as they are now in, or may be at any time placed in by the Lessor, subject to normal wear and tear. Lessee shall do no act whereby any insurance on buildings may be invalidated and shall not remove, or allow any other person to remove, from the Leased Property any of the buildings, gates, fences, shrubbery, and improvements of any kind.
8. Lessee shall not run furrows so as to cause ditches to wash the Leased Property, unless first having a written consent of the Lessor. Lessee shall clean out and maintain in good repair, during the operation of this Lease, all ditches belonging or appertaining to the Leased Property.
9. Lessee shall well and seasonably put in and tend to the crops grown on the Leased Property, shall have wheat harvested by October 1 of each year and fall crops such as corn, millet or sunflowers harvested by December 31 of each year; and if not harvested as stated, unless a prior agreement was established between both parties, the Lessor may terminate the lease.
10. Lessee shall accept the fences upon said Leased Property as they now are now existing.
11. Lessee shall, at the expiration of this Lease, or upon a breach by the Lessee of any of the covenants herein contained, or upon cancellation of the lease as outlined in paragraph 14, without further notice of any kind, immediately quit and surrender the possession and occupancy of Leased Property in as good condition as careful use and natural wear and tear thereof will permit.
12. All goods and chattels, or any other property used or kept on the Leased Property, shall be held for the rent or damages under this Lease, whether exempt from execution or not, meaning or intending hereby to give the Lessor a valid and first lien upon any and all goods and chattels, crops and other property belonging to the Lessee.
13. Lessee shall cultivate around any structures or facilities on the Leased Property.
14. The Lessor reserves the right to immediately cancel the lease during any term for any of the following reasons, each of which are deemed a breach: (a) if the Lessee should take any action or fail to take any action that threatens the Lessor's interest in the Leased Property, including the violation of any environmental laws, rules, regulations or standards; (b) if the Lessee is not farming the Leased Property at all or not farming in a manner that constitutes good farming practices, in accordance with generally accepted farming practices and the Colorado State Extension Service; (c) if the Lessor is no longer utilizing the Leased Property for the production of crops. Should Lessor choose to cancel the lease for any of the foregoing reasons, notice of said cancellation shall be effective by mailing notice by regular mail to Lessor at the address provided in this document. Lessor shall not be liable for any costs claimed by Lessee in association with cancelling this lease pursuant to this paragraph.
15. In the event the Lessor exercises the termination right as outlined in paragraph 14, it is understood that the Lessee may retain possession of the Leased Property and harvest the current growing crops before the termination date; however, the Lessee shall not plant any additional crops on the Leased Property after the Lessee's receipt of the notice. If the Lessee has incurred expenses for growing a future crop before receipt of the notice, or if the Lessee fails to harvest

the crops on the Leased Property prior to the termination date, the lease will be extended temporarily to allow the Lessee an opportunity to recoup outlaid expenses at the next harvest.

16. Lessor also reserves the right for itself, its agents and its designees, including other government officials, to enter and to have access, at all reasonable times during the term of this lease, to the Leased Property for the purpose of sampling, application, monitoring, testing, screening, mapping, plotting or doing any other procedure, task or function deemed necessary by Lessor, including, but not limited to, inspecting the Leased Property and to make such repairs, additions, or improvements as Lessor may deem necessary.

17. It is understood and agreed that the Lessor reserves the right to cancel this lease at its sole discretion. Should Lessor elect to exercise its right of cancellation without breach by the Lessor, it may do so by written notice addressed to the Lessee at the address of the Lessee provided in this document, on or before October 1, prior to the anniversary date hereof, in which event this lease shall be terminated effective on the anniversary date (January 1) and neither party shall be entitled to further payments or damages as the result of said termination except for any payments due and owing at the time of cancellation.

18. All payments from the Lessee shall become due and payable upon forfeiture of said Lease, or upon abandoning said Leased Property. If Lessor must bring action at law to recover possession, damage or rent, the Lessee agrees to pay a reasonable attorney's fee therefore, and all costs attending the same.

19. Lessee shall indemnify, defend and hold harmless Lessor and its successors, assigns and representatives from and against any and all damages, claims, losses, costs, liabilities, and expenses of any kind whatsoever (including but not limited to reasonable attorney fees) which may be asserted against or suffered by Lessor or the Leased Property or any part thereof, as a result of, on account of or arising from (i) any breach of any covenant, representation; promise, warranty or agreement made by Lessee, or (ii) injuries or damages to person or property resulting or alleged to result from any fault or negligence of Lessee or his agents or employees, or from the possession, use, occupancy, or maintenance of the Leased Property by Lessee, his agents, employees, or affiliates.

20. Lessor reserves the right to sell, contract to sell, or grant easements or rights-of-way over, through, under, or on, the Leased Property at any time during the term of this lease, subject to the rights and interests of the Lessee hereunder. Should the Lessor sell the Property, this lease is transferrable to the buyer.

21. Hunting, of any kind, is not permitted on the Leased Property.

22. Correspondence between the Lessor and Lessee shall occur through emailed communications at a minimum of quarterly frequency. These communications should include status updates on crop rotations and yields, time of cultivation and harvesting periods, and any associated information relevant to the Lessor in regards to biosolids applications. An up-to-date email address and phone number should also be provided by the Lessee for these communications.

23. The Lessee shall provide the Lessor with an annual report summarizing the previous

year's crop yield and plan for the subsequent year's crop rotation, cultivation and harvest timing, and expected costs deemed relevant by the Lessor.

24. The Leased Property is used for the application of residual biosolids from wastewater. Lessee shall take all reasonable measures to prohibit the general public from accessing the Leased Property.

25. All notices, demands, or other documents required or desired to be given, made or sent to either Party under this Agreement shall be made in writing, shall be deemed effective upon receipt and shall be personally delivered or mailed postage prepaid, certified mail, return receipt requested, as follows:

TO LESSOR:

Cities of Littleton and Englewood  
C/O South Platte Renew  
2900 South Platte River Drive  
Englewood, CO 80110

TO LESSEE:

Kent Beichle  
7475 South County Road 145  
Bennett, CO 80102



The addresses for notices may be changed by written notice given to the other Party in the manner provided above.

This lease shall be effective as of the date upon which all three parties have signed below.

LESSOR:

CITY OF ENGLEWOOD

\_\_\_\_\_  
By:

\_\_\_\_\_  
Date:

CITY OF LITTLETON

\_\_\_\_\_  
By:

\_\_\_\_\_  
Date:

LESSEE:

*Kent Beichle*  
\_\_\_\_\_  
By: Kent Beichle

*9/10/2020*  
\_\_\_\_\_  
Date:

Exhibit A

Parcel I:

The S $\frac{1}{2}$  of Section 23, except the W 40 feet deeded in Book 636 at Page 9, and the SW $\frac{1}{4}$  of Section 24, all in Township 5 South; Range 63 West of the 6<sup>th</sup> P.M., County of Arapahoe, State of Colorado.

Parcel II:

The W $\frac{1}{2}$  and the W $\frac{1}{2}$  of the E $\frac{1}{2}$  of Section 25, all in Township 5 South; Range 63 West of the 6<sup>th</sup> P.M., County of Arapahoe, State of Colorado.

## **FARM LEASE**

THIS LEASE is entered into between the Cities of Littleton and Englewood, (collectively referred to hereinafter as “Lessor”), and **Craig Farms General Partnership**, (referred to hereinafter as “Lessee”). On this date, Lessor has leased to the Lessee, the following described premises situated in the County of Arapahoe, State of Colorado, to wit:

The E½ of Section 32, Township 3 South, Range 57 West of the 6<sup>th</sup> P.M. consisting of approximately 320 acres, more or less,

Together with all buildings and improvements on the premises (hereinafter referred to as the “Leased Property”) in accordance with the following terms:

1. This lease replaces and supersedes in its entirety, any prior lease agreement between the parties concerning the Leased Property. This lease shall be for the term of one (1) year, renewable annually for five (5) years commencing on January 1, 2021, and ending on December 31, 2025. Lease rates may be reviewed and changed at each renewal period. The lease rate shall be \$16.00 (sixteen dollars) per acre per year on farmable acres on the Leased Property, calculated to be 320 farmable acres, for a total lease payment per term of \$5,120. Payment must be received by the Lessor by December 31<sup>st</sup> for the upcoming crop year. Throughout the duration of this lease agreement, the Lessor reserves the right to conduct land surveys and appraisals that inform subsequent amendments of the established lease rate.

2. The lease payment is to be made payable to the order of: South Platte Renew and delivered no later than December 31 of each term that this lease is in effect to:

South Platte Renew c/o Accounts Receivable  
2900 South Platte River Drive  
Englewood, CO 80110

3. Lessee shall thoroughly plow, cultivate and farm in accordance with good farming practices, all lands comprising the Leased Property that are not in grass, fallowed by mutual agreement of the parties, or otherwise unfarmable. Lessee shall comply with the terms and conditions of all government agricultural programs applicable to the Leased Property, including the Conservation Reserve Program.

4. Lessee shall use the Leased Property as a dryland farm or for livestock grazing (as approved) and for no other purpose whatsoever, and especially will not let or permit the Leased Property to be used for any other business or purpose whatsoever.

5. Lessee shall be responsible for all costs and expenses associated with use of the Leased Property as a dryland farm.

6. Lessee shall not assign this lease, sublet, or relinquish the Leased Property without the express written consent of the Supervisory Committee of South Platte Renew. If the Lessee attempts to assign this lease, sublet, or relinquish the Leased Property without the express written consent of the Supervisory Committee of South Platte Renew, the Lessee shall forfeit all the

rights under or by virtue of this lease.

7. Lessee shall protect the Leased Property, including buildings, gates, fences, shrubbery, and improvements thereon from all damages and shall keep the same in the same condition as they are now in, or may be at any time placed in by the Lessor, subject to normal wear and tear. Lessee shall do no act whereby any insurance on buildings may be invalidated and shall not remove, or allow any other person to remove, from the Leased Property any of the buildings, gates, fences, shrubbery, and improvements of any kind.

8. Lessee shall not run furrows so as to cause ditches to wash the Leased Property, unless first having a written consent of the Lessor. Lessee shall clean out and maintain in good repair, during the operation of this Lease, all ditches belonging or appertaining to the Leased Property. The Lessee should coordinate with the Lessor and implement best management practices for erosion control on the Leased Property.

9. Lessee shall well and seasonably put in and tend to the crops grown on the Leased Property, shall have wheat harvested by October 1 of each year and fall crops such as corn, millet or sunflowers harvested by December 31 of each year; and if not harvested as stated, unless a prior agreement was established between both parties, the Lessor may terminate the lease.

10. Lessee shall accept the fences upon said Leased Property as they now are now existing.

11. Lessee shall, at the expiration of this Lease, or upon a breach by the Lessee of any of the covenants herein contained, or upon cancellation of the lease as outlined in paragraph 14, without further notice of any kind, immediately quit and surrender the possession and occupancy of Leased Property in as good condition as careful use and natural wear and tear thereof will permit.

12. All goods and chattels, or any other property used or kept on the Leased Property, shall be held for the rent or damages under this Lease, whether exempt from execution or not, meaning or intending hereby to give the Lessor a valid and first lien upon any and all goods and chattels, crops and other property belonging to the Lessee.

13. Lessee shall cultivate around any structures or facilities on the Leased Property.

14. The Lessor reserves the right to immediately cancel the lease during any term for any of the following reasons, each of which are deemed a breach: (a) if the Lessee should take any action or fail to take any action that threatens the Lessor's interest in the Leased Property, including the violation of any environmental laws, rules, regulations or standards; (b) if the Lessee is not farming the Leased Property at all or not farming in a manner that constitutes good farming practices, in accordance with generally accepted farming practices and the Colorado State Extension Service; (c) if the Lessor is no longer utilizing the Leased Property for the production of crops. Should Lessor choose to cancel the lease for any of the foregoing reasons, notice of said cancellation shall be effective by mailing notice by regular mail to Lessor at the address provided in this document. Lessor shall not be liable for any costs claimed by Lessee in association with cancelling this lease pursuant to this paragraph.

15. In the event the Lessor exercises the termination right as outlined in paragraph 14, it is understood that the Lessee may retain possession of the Leased Property and harvest the current

growing crops before the termination date; however, the Lessee shall not plant any additional crops on the Leased Property after the Lessee's receipt of the notice. If the Lessee has incurred expenses for growing a future crop before receipt of the notice, or if the Lessee fails to harvest the crops on the Leased Property prior to the termination date, the lease will be extended temporarily to allow the Lessee an opportunity to recoup outlaid expenses at the next harvest.

16. Lessor also reserves the right for itself, its agents and its designees, including other government officials, to enter and to have access, at all reasonable times during the term of this lease, to the Leased Property for the purpose of sampling, application, monitoring, testing, screening, mapping, plotting or doing any other procedure, task or function deemed necessary by Lessor, including, but not limited to, inspecting the Leased Property and to make such repairs, additions, or improvements as Lessor may deem necessary.

17. It is understood and agreed that the Lessor reserves the right to cancel this lease at its sole discretion. Should Lessor elect to exercise its right of cancellation without breach by the Lessor, it may do so by written notice addressed to the Lessee at the address of the Lessee provided in this document, on or before October 1, prior to the anniversary date hereof, in which event this lease shall be terminated effective on the anniversary date (January 1) and neither party shall be entitled to further payments or damages as the result of said termination except for any payments due and owing at the time of cancellation.

18. All payments from the Lessee shall become due and payable upon forfeiture of said Lease, or upon abandoning said Leased Property. If Lessor must bring action at law to recover possession, damage or rent, the Lessee agrees to pay a reasonable attorney's fee therefore, and all costs attending the same.

19. Lessee shall indemnify, defend and hold harmless Lessor and its successors, assigns and representatives from and against any and all damages, claims, losses, costs, liabilities, and expenses of any kind whatsoever (including but not limited to reasonable attorney fees) which may be asserted against or suffered by Lessor or the Leased Property or any part thereof, as a result of, on account of or arising from (i) any breach of any covenant, representation; promise, warranty or agreement made by Lessee, or (ii) injuries or damages to person or property resulting or alleged to result from any fault or negligence of Lessee or his agents or employees, or from the possession, use, occupancy, or maintenance of the Leased Property by Lessee, his agents, employees, or affiliates.

20. Lessor reserves the right to sell, contract to sell, or grant easements or rights-of-way over, through, under, or on, the Leased Property at any time during the term of this lease, subject to the rights and interests of the Lessee hereunder. Should the Lessor sell the Property, this lease is transferrable to the buyer.

21. Hunting, of any kind, is not permitted on the Leased Property.

22. Correspondence between the Lessor and Lessee shall occur through emailed communications at a minimum of quarterly frequency. Specific deadlines for quarterly correspondence are March 31<sup>st</sup>, June 30<sup>th</sup>, September 30<sup>th</sup>, and December 31<sup>st</sup>. These communications should include status updates on crop rotations and yields, time of cultivation

and harvesting periods, and any associated information relevant to the Lessor in regards to biosolids applications. An up-to-date email address and phone number should also be provided by the Lessee for these communications.

23. The Lessee shall provide the Lessor with an annual report summarizing the previous year's crop yield and plan for the subsequent year's crop rotation, cultivation and harvest timing, and expected costs deemed relevant by the Lessor. This report should be submitted by December 31<sup>st</sup> for each term of this agreement.

24. The Leased Property is used for the application of residual biosolids from wastewater. Lessee shall take all reasonable measures to prohibit the general public from accessing the Leased Property.

25. All notices, demands, or other documents required or desired to be given, made or sent to either Party under this Agreement shall be made in writing, shall be deemed effective upon receipt and shall be personally delivered or mailed postage prepaid, certified mail, return receipt requested, as follows:

TO LESSOR:

Cities of Littleton and Englewood  
C/O South Platte Renew  
2900 South Platte River Drive  
Englewood, CO 80110

TO LESSEE:

Craig Farms General Partnership, C/o Jerry Craig  
77201 U.S. Highway 36  
Byers, CO 80103

The addresses for notices may be changed by written notice given to the other Party in the manner provided above.

This lease shall be effective as of the date upon which all three parties have signed below.

LESSOR:

CITY OF ENGLEWOOD

By: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF LITTLETON

By: \_\_\_\_\_

Date: \_\_\_\_\_

LESSEE:

By: *Jerry J. Craig*  
Jerry J. Craig, Managing Partner

Date: 8-25-2020

## FARM LEASE

THIS LEASE is entered into between the Cities of Littleton and Englewood, (collectively referred to hereinafter as “Lessor”), and **Gary and Nancy Meier and Jason Meier**, (referred to hereinafter as “Lessee”). On this date, Lessor has leased to the Lessee, the following described premises situated in the County of Arapahoe, State of Colorado, to wit:

[See Exhibit A attached hereto and made a part hereof]

Together with all buildings and improvements on the premises (hereinafter referred to as the “Leased Property”) in accordance with the following terms:

1. This lease replaces and supersedes in its entirety, any prior lease agreement between the parties concerning the Leased Property. This lease shall be for the term of one (1) year, renewable annually for five (5) years commencing on January 1, 2021, and ending on December 31, 2025. Lease rates may be reviewed and changed at each renewal period. The lease rate shall be \$16.00 (sixteen dollars) per acre per year on farmable acres on the Leased Property (792.6 acres) and \$8.00 (eight dollars) per acre per year on grazing acres on the Leased Property (478 acres), for a total annual lease payment of \$16,505.60. Payment must be received by the Lessor by December 31<sup>st</sup> for the upcoming crop year. Throughout the duration of this lease agreement, the Lessor reserves the right to conduct land surveys and appraisals that inform subsequent amendments of the established lease rate.

2. The lease payment is to be made payable to the order of: South Platte Renew and delivered no later than December 31 of each term that this lease is in effect to:

South Platte Renew c/o Accounts Receivable  
2900 South Platte River Drive  
Englewood, CO 80110

3. Lessee shall thoroughly plow, cultivate and farm in accordance with good farming practices, all lands comprising the Leased Property that are not in grass, fallowed by mutual agreement of the parties, or otherwise unfarmable. Lessee shall comply with the terms and conditions of all government agricultural programs applicable to the Leased Property, including the Conservation Reserve Program.

4. Lessee shall use the Leased Property as a dryland farm or for livestock grazing (as approved) and for no other purpose whatsoever, and especially will not let or permit the Leased Property to be used for any other business or purpose whatsoever.

5. Lessee shall be responsible for all costs and expenses associated with use of the Leased Property as a dryland farm.

6. Lessee shall not assign this lease, sublet, or relinquish the Leased Property without the express written consent of the Supervisory Committee of South Platte Renew. If the Lessee attempts to assign this lease, sublet, or relinquish the Leased Property without the express written consent of the Supervisory Committee of South Platte Renew, the Lessee shall forfeit all the



rights under or by virtue of this lease.

7. Lessee shall protect the Leased Property, including buildings, gates, fences, shrubbery, and improvements thereon from all damages and shall keep the same in the same condition as they are now in, or may be at any time placed in by the Lessor, subject to normal wear and tear. Lessee shall do no act whereby any insurance on buildings may be invalidated and shall not remove, or allow any other person to remove, from the Leased Property any of the buildings, gates, fences, shrubbery, and improvements of any kind.

8. Lessee shall not run furrows so as to cause ditches to wash the Leased Property, unless first having a written consent of the Lessor. Lessee shall clean out and maintain in good repair, during the operation of this Lease, all ditches belonging or appertaining to the Leased Property.

9. Lessee shall well and seasonably put in and tend to the crops grown on the Leased Property, shall have wheat harvested by October 1 of each year and fall crops such as corn, millet or sunflowers harvested by December 31 of each year; and if not harvested as stated, unless a prior agreement was established between both parties, the Lessor may terminate the lease.

10. Lessee shall accept the fences upon said Leased Property as they now are now existing.

11. Lessee shall, at the expiration of this Lease, or upon a breach by the Lessee of any of the covenants herein contained, or upon cancellation of the lease as outlined in paragraph 14, without further notice of any kind, immediately quit and surrender the possession and occupancy of Leased Property in as good condition as careful use and natural wear and tear thereof will permit.

12. All goods and chattels, or any other property used or kept on the Leased Property, shall be held for the rent or damages under this Lease, whether exempt from execution or not, meaning or intending hereby to give the Lessor a valid and first lien upon any and all goods and chattels, crops and other property belonging to the Lessee.

13. Lessee shall cultivate around any structures or facilities on the Leased Property.

14. The Lessor reserves the right to immediately cancel the lease during any term for any of the following reasons, each of which are deemed a breach: (a) if the Lessee should take any action or fail to take any action that threatens the Lessor's interest in the Leased Property, including the violation of any environmental laws, rules, regulations or standards; (b) if the Lessee is not farming the Leased Property at all or not farming in a manner that constitutes good farming practices, in accordance with generally accepted farming practices and the Colorado State Extension Service; (c) if the Lessor is no longer utilizing the Leased Property for the production of crops. Should Lessor choose to cancel the lease for any of the foregoing reasons, notice of said cancellation shall be effective by mailing notice by regular mail to Lessor at the address provided in this document. Lessor shall not be liable for any costs claimed by Lessee in association with cancelling this lease pursuant to this paragraph.

15. In the event the Lessor exercises the termination right as outlined in paragraph 14, it is understood that the Lessee may retain possession of the Leased Property and harvest the current growing crops before the termination date; however, the Lessee shall not plant any additional crops on the Leased Property after the Lessee's receipt of the notice. If the Lessee has incurred

expenses for growing a future crop before receipt of the notice, or if the Lessee fails to harvest the crops on the Leased Property prior to the termination date, the lease will be extended temporarily to allow the Lessee an opportunity to recoup outlaid expenses at the next harvest.

16. Lessor also reserves the right for itself, its agents and its designees, including other government officials, to enter and to have access, at all reasonable times during the term of this lease, to the Leased Property for the purpose of sampling, application, monitoring, testing, screening, mapping, plotting or doing any other procedure, task or function deemed necessary by Lessor, including, but not limited to, inspecting the Leased Property and to make such repairs, additions, or improvements as Lessor may deem necessary.

17. It is understood and agreed that the Lessor reserves the right to cancel this lease at its sole discretion. Should Lessor elect to exercise its right of cancellation without breach by the Lessor, it may do so by written notice addressed to the Lessee at the address of the Lessee provided in this document, on or before October 1, prior to the anniversary date hereof, in which event this lease shall be terminated effective on the anniversary date (January 1) and neither party shall be entitled to further payments or damages as the result of said termination except for any payments due and owing at the time of cancellation.

18. All payments from the Lessee shall become due and payable upon forfeiture of said Lease, or upon abandoning said Leased Property. If Lessor must bring action at law to recover possession, damage or rent, the Lessee agrees to pay a reasonable attorney's fee therefore, and all costs attending the same.

19. Lessee shall indemnify, defend and hold harmless Lessor and its successors, assigns and representatives from and against any and all damages, claims, losses, costs, liabilities, and expenses of any kind whatsoever (including but not limited to reasonable attorney fees) which may be asserted against or suffered by Lessor or the Leased Property or any part thereof, as a result of, on account of or arising from (i) any breach of any covenant, representation; promise, warranty or agreement made by Lessee, or (ii) injuries or damages to person or property resulting or alleged to result from any fault or negligence of Lessee or his agents or employees, or from the possession, use, occupancy, or maintenance of the Leased Property by Lessee, his agents, employees, or affiliates.

20. Lessor reserves the right to sell, contract to sell, or grant easements or rights-of-way over, through, under, or on, the Leased Property at any time during the term of this lease, subject to the rights and interests of the Lessee hereunder. Should the Lessor sell the Property, this lease is transferrable to the buyer.

21. Hunting, of any kind, is not permitted on the Leased Property.

22. Correspondence between the Lessor and Lessee shall occur through emailed communications at a minimum of quarterly frequency. These communications should include status updates on crop rotations and yields, time of cultivation and harvesting periods, and any associated information relevant to the Lessor in regards to biosolids applications. An up-to-date email address and phone number should also be provided by the Lessee for these communications.

23. The Lessee shall provide the Lessor with an annual report summarizing the previous year's crop yield and plan for the subsequent year's crop rotation, cultivation and harvest timing, and expected costs deemed relevant by the Lessor.

24. The Leased Property is used for the application of residual biosolids from wastewater. Lessee shall take all reasonable measures to prohibit the general public from accessing the Leased Property.

25. All notices, demands, or other documents required or desired to be given, made or sent to either Party under this Agreement shall be made in writing, shall be deemed effective upon receipt and shall be personally delivered or mailed postage prepaid, certified mail, return receipt requested, as follows:

TO LESSOR:

Cities of Littleton and Englewood  
C/O South Platte Renew  
2900 South Platte River Drive  
Englewood, CO 80110

TO LESSEES:

Gary and Nancy Meier  
3265 SCR 185  
Byers, CO 80103

The addresses for notices may be changed by written notice given to the other Party in the manner provided above.

This lease shall be effective as of the date upon which all three parties have signed below.

LESSOR:

CITY OF ENGLEWOOD

By: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF LITTLETON

By: \_\_\_\_\_

Date: \_\_\_\_\_

LESSEES:

*Gary Meier*  
By: Gary Meier

*Nancy Meier*  
By: Nancy Meier

By: Jason Meier

*JASON MEIER*

Date: *9-10-2020*

## Exhibit A

### Parcel I:

The East ½ of Section 33, Township 3 South, Range 57 West of the 6<sup>th</sup> P.M., County of Adams, State of Colorado.

### Parcel II:

The West 1/ of Section 8, Township 4 South, Range 57 West of the 6<sup>th</sup> P.M., EXCEPT the West 40 feet for county road purposes as described in Quit Claim Deed recorded September 8, 1948, in Book 618, at Page 121, County of Arapahoe, State of Colorado.

### Parcel III:

Section 17, Township 4 South, Range 57 West of the 6<sup>th</sup> P.M., EXCEPT the West 40 feet and the South 40 feet thereof as described in Quit Claim Deed recorded September 8, 1948, in Book 618, Page 128, County of Arapahoe, State of Colorado.

## FARM LEASE

THIS LEASE is entered into between the Cities of Littleton and Englewood, (collectively referred to hereinafter as "Lessor"), and **Progressive Farms**, (referred to hereinafter as "Lessee"). On this date, Lessor has leased to the Lessee, the following described premises situated in the County of Arapahoe, State of Colorado, to wit:

[See Exhibit A attached hereto and made a part hereof]

Together with all buildings and improvements on the premises (hereinafter referred to as the "Leased Property") in accordance with the following terms:

1. This lease replaces and supersedes in its entirety, any prior lease agreement between the parties concerning the Leased Property. This lease shall be for the term of one (1) year, renewable annually for five (5) years commencing on January 1, 2021, and ending on December 31, 2025. Lease rates may be reviewed and changed at each renewal period. The lease rate shall be \$16.00 (sixteen dollars) per acre per year on farmable acres on the Leased Property, calculated to be 4,993 farmable acres, for a total lease payment per term of \$79,888. Payment must be received by the Lessor by December 31<sup>st</sup> for the upcoming crop year. Throughout the duration of this lease agreement, the Lessor reserves the right to conduct land surveys and appraisals that inform subsequent amendments of the established lease rate.
2. The lease payment is to be made payable to the order of: South Platte Renew and delivered no later than December 31 of each term that this lease is in effect to:  
  
South Platte Renew c/o Accounts Receivable  
2900 South Platte River Drive  
Englewood, CO 80110
3. Lessee shall thoroughly plow, cultivate and farm in accordance with good farming practices, all lands comprising the Leased Property that are not in grass, fallowed by mutual agreement of the parties, or otherwise unfarmable. Lessee shall comply with the terms and conditions of all government agricultural programs applicable to the Leased Property, including the Conservation Reserve Program.
4. Lessee shall use the Leased Property as a dryland farm or for livestock grazing (as approved) and for no other purpose whatsoever, and especially will not let or permit the Leased Property to be used for any other business or purpose whatsoever.
5. Lessee shall be responsible for all costs and expenses associated with use of the Leased Property as a dryland farm.
6. Lessee shall not assign this lease, sublet, or relinquish the Leased Property without the express written consent of the Supervisory Committee of South Platte Renew. If the Lessee attempts to assign this lease, sublet, or relinquish the Leased Property without the express written consent of the Supervisory Committee of South Platte Renew, the Lessee shall forfeit all the rights under or by virtue of this lease.

ML

7. Lessee shall protect the Leased Property, including buildings, gates, fences, shrubbery, and improvements thereon from all damages and shall keep the same in the same condition as they are now in, or may be at any time placed in by the Lessor, subject to normal wear and tear. Lessee shall do no act whereby any insurance on buildings may be invalidated and shall not remove, or allow any other person to remove, from the Leased Property any of the buildings, gates, fences, shrubbery, and improvements of any kind.
8. Lessee shall not run furrows so as to cause ditches to wash the Leased Property, unless first having a written consent of the Lessor. Lessee shall clean out and maintain in good repair, during the operation of this Lease, all ditches belonging or appertaining to the Leased Property.
9. Lessee shall well and seasonably put in and tend to the crops grown on the Leased Property, shall have wheat harvested by October 1 of each year and fall crops such as corn, millet or sunflowers harvested by December 31 of each year; and if not harvested as stated, unless a prior agreement was established between both parties, the Lessor may terminate the lease.
10. Lessee shall accept the fences upon said Leased Property as they now are now existing.
11. Lessee shall, at the expiration of this Lease, or upon a breach by the Lessee of any of the covenants herein contained, or upon cancellation of the lease as outlined in paragraph 14, without further notice of any kind, immediately quit and surrender the possession and occupancy of Leased Property in as good condition as careful use and natural wear and tear thereof will permit.
12. All goods and chattels, or any other property used or kept on the Leased Property, shall be held for the rent or damages under this Lease, whether exempt from execution or not, meaning or intending hereby to give the Lessor a valid and first lien upon any and all goods and chattels, crops and other property belonging to the Lessee.
13. Lessee shall cultivate around any structures or facilities on the Leased Property.
14. The Lessor reserves the right to immediately cancel the lease during any term for any of the following reasons, each of which are deemed a breach: (a) if the Lessee should take any action or fail to take any action that threatens the Lessor's interest in the Leased Property, including the violation of any environmental laws, rules, regulations or standards; (b) if the Lessee is not farming the Leased Property at all or not farming in a manner that constitutes good farming practices, in accordance with generally accepted farming practices and the Colorado State Extension Service; (c) if the Lessor is no longer utilizing the Leased Property for the production of crops. Should Lessor choose to cancel the lease for any of the foregoing reasons, notice of said cancellation shall be effective by mailing notice by regular mail to Lessor at the address provided in this document. Lessor shall not be liable for any costs claimed by Lessee in association with cancelling this lease pursuant to this paragraph.
15. In the event the Lessor exercises the termination right as outlined in paragraph 14, it is understood that the Lessee may retain possession of the Leased Property and harvest the current growing crops before the termination date; however, the Lessee shall not plant any additional crops on the Leased Property after the Lessee's receipt of the notice. If the Lessee has incurred expenses for growing a future crop before receipt of the notice, or if the Lessee fails to harvest

the crops on the Leased Property prior to the termination date, the lease will be extended temporarily to allow the Lessee an opportunity to recoup outlaid expenses at the next harvest.

16. Lessor also reserves the right for itself, its agents and its designees, including other government officials, to enter and to have access, at all reasonable times during the term of this lease, to the Leased Property for the purpose of sampling, application, monitoring, testing, screening, mapping, plotting or doing any other procedure, task or function deemed necessary by Lessor, including, but not limited to, inspecting the Leased Property and to make such repairs, additions, or improvements as Lessor may deem necessary.

17. It is understood and agreed that the Lessor reserves the right to cancel this lease at its sole discretion. Should Lessor elect to exercise its right of cancellation without breach by the Lessor, it may do so by written notice addressed to the Lessee at the address of the Lessee provided in this document, on or before October 1, prior to the anniversary date hereof, in which event this lease shall be terminated effective on the anniversary date (January 1) and neither party shall be entitled to further payments or damages as the result of said termination except for any payments due and owing at the time of cancellation.

18. All payments from the Lessee shall become due and payable upon forfeiture of said Lease, or upon abandoning said Leased Property. If the Lessor must bring action at law to recover possession, damage or rent, the Lessee agrees to pay a reasonable attorney's fee therefore, and all costs attending the same.

19. Lessee shall indemnify, defend and hold harmless Lessor and its successors, assigns and representatives from and against any and all damages, claims, losses, costs, liabilities, and expenses of any kind whatsoever (including but not limited to reasonable attorney fees) which may be asserted against or suffered by Lessor or the Leased Property or any part thereof, as a result of, on account of or arising from (i) any breach of any covenant, representation, promise, warranty or agreement made by Lessee, or (ii) injuries or damages to person or property resulting or alleged to result from any fault or negligence of Lessee or his agents or employees, or from the possession, use, occupancy, or maintenance of the Leased Property by Lessee, his agents, employees, or affiliates.

20. Lessor reserves the right to sell, contract to sell, or grant easements or rights-of-way over, through, under, or on, the Leased Property at any time during the term of this lease, subject to the rights and interests of the Lessee hereunder. Should the Lessor sell the Property, this lease is transferrable to the buyer.

21. Hunting, of any kind, is not permitted on the Leased Property.

22. Correspondence between the Lessor and Lessee shall occur through emailed communications at a minimum of quarterly frequency. These communications should include status updates on crop rotations and yields, time of cultivation and harvesting periods, and any associated information relevant to the Lessor in regards to biosolids applications. An up-to-date email address and phone number should also be provided by the Lessee for these communications.

23. The Lessee shall provide the Lessor with an annual report summarizing the previous



year's crop yield and plan for the subsequent year's crop rotation, cultivation and harvest timing, and expected costs deemed relevant by the Lessor.

24. The Leased Property is used for the application of residual biosolids from wastewater. Lessee shall take all reasonable measures to prohibit the general public from accessing the Leased Property.

25. All notices, demands, or other documents required or desired to be given, made or sent to either Party under this Agreement shall be made in writing, shall be deemed effective upon receipt and shall be personally delivered or mailed postage prepaid, certified mail, return receipt requested, as follows:

TO LESSOR:

Cities of Littleton and Englewood  
C/O South Platte Renew  
2900 South Platte River Drive  
Englewood, CO 80110

TO LESSEE:

Progressive Farms, C/o Mark Linnebur  
800 U.S. Highway 36  
Byers, CO 80103

*ML*

The addresses for notices may be changed by written notice given to the other Party in the manner provided above.

This lease shall be effective as of the date upon which all three parties have signed below.

LESSOR:

CITY OF ENGLEWOOD

By: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF LITTLETON

By: \_\_\_\_\_

Date: \_\_\_\_\_

LESSEE:

  
By: Mark Linnebur, Managing Partner

9/1/20  
Date: \_\_\_\_\_

Exhibit A

Parcel I:

The West one-half of Section 28, all of Section 29, the West one-half of Section 32, except that part of said Section 32 conveyed to Adams County by Instrument recorded in Book 244 at Page 586, West one-half of Section 33, all in Township 3 South Range 57 West of the 6<sup>th</sup> Principal Meridian, County of Adams, State of Colorado.

Parcel II:

The West one-half of Section 4, all of Section 5, Township 4 South, Range 57 West of the 6<sup>th</sup> Principal Meridian, County of Arapahoe, State of Colorado.

Parcel III:

The South one-half of the Southeast quarter of Section 20; all of Section 21, except the North 40 feet; the North one-half of Section 28; all of Section 29, except the East 40 feet; all in Township 4 South, Range 57 West of the 6<sup>th</sup> Principal Meridian, County of Arapahoe, State of Colorado.

Parcel IV:

All of Section 18, except the East 40 feet; the North one-half of Section 19, except the East 40 feet; the North one-half, except the West 40 feet; the Southwest quarter, except the West 40 feet; the North one-half of the Southeast quarter of Section 20; all in Township 4 South, Range 57 West of the 6<sup>th</sup> Principal Meridian, County of Arapahoe, State of Colorado.



**SOUTH PLATTE  
RENEW**

OWNED BY LITTLETON/ENGLEWOOD

**Supervisory Committee Meeting (Virtual Meeting)  
September 24, 2020**

South Platte Renew (SPR)  
2900 South Platte River Drive, Englewood, CO 80110  
9:00 – 10:30 a.m.

**SEPTEMBER 2020 MONTHLY PROGRESS REPORT**

**Presented to the Supervisory Committee – by email  
on September 18, 2020**

*RESTRICTED DISTRIBUTION – PLEASE DO NOT COPY*



**Supervisory Committee Meeting (Virtual Meeting)  
September 24, 2020**

South Platte Renew (SPR)  
2900 South Platte River Drive,  
Englewood, CO 80110

Meeting held by using Microsoft Teams  
9 – 10:30 a.m.

**AGENDA**

- |   |   |
|---|---|
| Welcome   | Pieter Van Ry                                   |
| 1. Action Items   |   |
| <ul style="list-style-type: none"><li>• USGS Water Monitoring Station Agreement</li><li>• SPR Farm Lease Agreement Renewals</li><li>• Crane Truck – Purchase Recommendation</li></ul>       | Blair Corning<br>Blair Corning<br>Brian Tracy   |
| 2. Business Group Spotlight & Informational Items   |   |
| <ul style="list-style-type: none"><li>• CSU Biosolids Research Partnership</li><li>• Director's Update</li><li>• Three (3)-Month Outlook for Supervisory Committee Action Items</li></ul>   | Blair Corning<br>Pieter Van Ry<br>Pieter Van Ry |
| 3. Required Reporting   |   |
| <ul style="list-style-type: none"><li>• Influent Flow &amp; Load Summary</li><li>• Financial Management &amp; Reporting</li><li>• Schedule for Next Supervisory Committee Meeting</li></ul> | Pieter Van Ry<br>Kacie Allard<br>Pieter Van Ry  |

## Table of Contents

<b>Section 1: Action Items</b> .....	<b>4</b>
1. <b>USGS Water Monitoring Station Agreement</b> .....	4
2. <b>SPR Farm Lease Agreement Renewals</b> .....	6
3. <b>Crane Truck – Purchase Recommendation</b> .....	8
<b>Section 2: Business Group Spotlight &amp; Informational Items</b> .....	<b>10</b>
1. <b>CSU Biosolids Research Partnership</b> .....	10
2. <b>Director’s Update</b> .....	11
3. <b>Three (3)-Month Outlook for Supervisory Committee Action Items</b> .....	12
<b>Section 3: Required Reporting</b> .....	<b>13</b>
1. <b>Influent Flow &amp; Load Summary</b> .....	13
2. <b>Fiscal Management &amp; Reporting</b> .....	15
3. <b>Schedule for Next Supervisory Committee Meeting</b> .....	16

## Section 1: Action Items

### 1. USGS Water Monitoring Station Agreement

#### EXECUTIVE SUMMARY

South Platte Renew (SPR) recommends the Supervisory Committee approve the SPR portion of the United States Geological Survey (USGS) Joint Funding Agreement for Gaging and Monitoring Stations, in the amount of \$27,856. SPR further recommend the Supervisory Committee endorse SPR seeking Englewood City Council approval of an Ordinance authorizing the Intergovernmental Agreement entitled “U.S. Department of the Interior U.S. Geological Survey Joint Funding Agreement for Water Resources Investigations.” The Ordinance would authorize the Englewood City Manager to execute the agreement and further extend the agreement for five additional one-year periods.

#### BACKGROUND

In cooperation with the USGS and Urban Drainage, the City of Englewood (COE) contributes to the cost of maintaining the flow gauge at Union Avenue, and the flow gauge and water quality monitor for the SPR facility. Information from this equipment is used to make calls for water releases from Chatfield to maintain necessary levels at the Union Avenue reservoir, and to determine State water quality permit requirements for the SPR facility. Additionally, SPR relies on the continuous temperature data from the water quality monitoring station for its monthly Discharge Monitoring Reports.

#### ANALYSIS

SPR contributes funding for the gaging station and monitoring station located near the SPR facility. SPR’s cost of funding the ‘S. Platte River at Englewood’ Gaging and Monitoring Stations is \$27,856.00. Funds for this agreement are included within the 2020 SPR budget.

The COE Utilities Department contributes funding for the Union Avenue gaging station located at Union Avenue. The Englewood Utilities Department portion of the comprehensive agreement is \$12,266.00. USGS contributes \$20,339 funding through the agreement.

#### FINANCIAL IMPACT

Funds for these purchases will be expensed from the SPR Professional Services Budget.

Source of Funds	Line Item Description	Line Item Amount	YTD Line Item Expensed	YTD Encumbrance	Purchase Amount
Contractual Services	Professional Services	\$245,000.00	\$8,439.72	\$64,161.17	\$27,856

#### STAFF RECOMMENDATION

SPR staff recommends that the Supervisory Committee approve SPR’s portion of the USGS Joint Funding Agreement for Gaging and Monitoring Stations, in the amount of \$27,856.

SPR further recommends that the Englewood City Council consider an Ordinance to authorize the Englewood City Manager to execute the agreement and further extend the agreement for five additional one-year periods.

PROPOSED MOTION

I move to approve the funding for South Platte Renew's portion of the USGS Joint Funding Agreement for Gaging and Monitoring Stations, in the amount of \$27,856. I also move to approve the recommendation to present the agreement to the Englewood City Council for consideration, to approve by Ordinance, to authorize the Englewood City Manager to execute the agreement and further extend the agreement for five additional one-year periods.



## **2. SPR Farm Lease Agreement Renewals**

### EXECUTIVE SUMMARY

South Platte Renew (SPR) recommends the Supervisory Committee approve the renewal of four amended lease agreements between the Cities of Littleton and Englewood and its existing Lessees. Amendments to the lease agreements include increased cash rent for a total annual revenue of \$114,771.60 for 7,530.6 acres. The lease is for the term of one year, renewable annually for five years commencing on January 1, 2021, and ending on December 31, 2025. SPR further recommends the Supervisory Committee endorse SPR seeking approval by ordinance for the leases from the Littleton and Englewood City Councils.

### BACKGROUND

There are currently five lease agreements between the Cities of Littleton and Englewood and four different farmers. These were written for the five-year period from January 1, 2016 and will expire December 31, 2020. The existing Lessees are Progressive Farms, Craig Farms, Gary and Nancy Meier, and Kent Beichle. Kent Beichle is the Lessee for two lease agreements, as the second lease was transferred from another farmer in 2018.

The long-term relationship with each farmer is critical to SPR's Beneficial Use Program, as it allows for successful land application of biosolids. This sustainable solution avoids additional expenses of landfilling the solids produced during the wastewater treatment process. Good farming practices and adherence to state and federal regulations by partner farmers is instrumental to the success of the biosolids program.

The previous cash rent for the properties was set at \$12.00/acre based on data from the Colorado State Land Board's equation for standard rates in Adams and Arapahoe Counties. This amount has been increased to account for inflation and current agricultural market conditions.

### ANALYSIS

The amendments to the lease agreements include 1) increasing the cash rent per updated calculations and benchmarking, 2) consolidating the two Beichle leases into a single lease, 3) adding language to improve communications with farmers, 4) allowing a temporary extension for farmers to harvest crop in the event that the agreement ends, and 5) allowing for an appraisal to inform rent increases after each term.

The cash rent has been increased to \$16.00/acre for the three leases receiving biosolids application. The rate of \$16/acre was derived from the average of 2019 data from the Colorado State Land Board and National Agriculture Statistics Service (NASS).

Kent Beichle's cash rent was increased to \$14.00/acre because land application is not performed on this land due to odor concerns from nearby residents. Additionally, the soil quality is poorer than the other owned properties.

Summary of Lease Rate Information and Revenue Projections:

<b>Farmer</b>	<b>Rate (\$/acre)</b>	<b>Acres</b>	<b>Revenue (\$)</b>
Progressive Farms	16	4,993	79,888
Craig Farms	16	320	5,120
Meier	16	1,271	16,506
Beichle	14	947	13,258

FINANCIAL IMPACT

The expected increase in revenue with the proposed lease rates is detailed below:

<b>2016-2020 Annual Revenue, \$</b>	<b>2021-2025 Annual Revenue, \$</b>	<b>% Increase</b>
88,455.20	114,771.60	23

STAFF RECOMMENDATION

Staff recommends the approval of the four amended lease agreements between the Cities of Littleton and Englewood, Progressive Farms, Craig Farms General Partnership, Gary and Nancy Meier, and Kent Beichle at the proposed lease rates.

PROPOSED MOTION

I move to approve the amendments of the four lease agreements between the Cities of Littleton and Englewood, Progressive Farms, Craig Farms General Partnership, Gary and Nancy Meier, and Kent Beichle at the proposed lease rates. I further move to approve that SPR seek Littleton and Englewood City Council approval, by ordinance, for the four leases agreements.

ATTACHMENTS

- [\*Farm Lease Agreement – Beichle\\_2021\*](#)
- [\*Farm Lease Agreement – Craig Farms\\_2021\*](#)
- [\*Farm Lease Agreement – Meier\\_2021\*](#)
- [\*Farm Lease Agreement – Progressive Farms\\_2021\*](#)

### 3. Crane Truck – Purchase Recommendation

#### EXECUTIVE SUMMARY

South Platte Renew (SPR) recommends the Supervisory Committee approve a purchase order through Sourcewell with Altec Industries, Inc., in the amount of \$122,468 for a 2019 Ford F550 crane truck for the SPR facility.

<b>Vehicle</b>	<b>Vendor</b>	<b>PO Amount</b>
2019 Ford F550 with crane service body	Altec Industries, Inc.	\$122,468

#### BACKGROUND

All SPR vehicle purchases are based on recommendations from the City of Englewood (COE) Service Center. The COE Service Center analyzes the following criteria when making vehicle purchases:

- Years of service
- Hours accrued
- Maintenance dollars expended
- Overall condition assessment made by the Service Center

SPR currently owns a 2002 one-ton Chevrolet crane truck that was purchased from the COE in 2014. The 2002 truck has been used by Operations & Maintenance (O&M) staff for any projects that require a crane, compressed air, and limited tools. Maintenance uses the crane truck to move equipment in and out of process buildings, load equipment on and off trucks for transportation, and remove and replace pumps throughout the plant. Operations uses it to extract debris carts out of clarifiers and install stop-logs when the reach of the crane permits.

The current truck's lift capacity of 2,700 pounds at 3.5 feet load radius, makes the vehicle inadequate and unsafe for SPR staff use. Additionally, the truck's two-wheel-drive feature limits its crane usage and prohibits Beneficial Use Operators from utilizing it at the farm. The total lifetime maintenance and repair expenses for the 2002 crane truck, is \$32,029.26. The COE Service Center recommends that SPR purchases a new replacement truck, because the 2002 Chevrolet crane truck as it has exceeded its service life.

The 2019 Ford F550 crane truck has a substantially larger crane. The 2019 crane truck is capable of lifting 6,000 pounds at a load radius of 3 feet, and can lift 1,360 pounds at a load radius of 20 feet, with hydraulic outriggers for stability and safety. The utility body is large enough to stock with enough tools for any occasion. The overall size and four-wheel drive capabilities will give Beneficial Use the ability to use it for projects at the farm as needed, and allow O&M staff to utilize the truck in all weather conditions. A diesel engine is included in the attached Sourcewell quote for \$130,518. Staff recommends purchasing the gasoline engine options, which reduces the purchase price to \$122,468.00.

ANALYSIS

With the COE Service Center’s assistance, SPR received a Sourcewell quote for a new 2019 Ford F550 truck with a crane service body from Altec Industries, Inc. The COE and SPR recommend purchasing of a 2019 model due to the limited production of 2020 vehicles. Sourcewell is a cooperative purchasing agency that combines the buying power of 50,000 government, education, and nonprofit organizations. Sourcewell holds hundreds of competitively solicited cooperative contracts ready for use. The contract pricing is tabulated below.

FINANCIAL IMPACT

Funds for these purchases will be expensed from the Capital Budget.

Source of Funds	Line Item Description	Line Item Amount	YTD Line Item Expensed	YTD Encumbrance	Purchase Amount
Capital	Vehicles	\$280,000.00	\$0.00	\$137,578.00	\$122,468.00

STAFF RECOMMENDATION

The current crane truck does not meet all SPR needs, it has exceeded its service life, and it is expensive to maintain and repair. The need for a new crane truck was identified in the 2019 capital planning process and included in the 2020 capital budget. Purchasing a new crane truck will reduce crane rental costs, allow more effective and timely project completion, reduce annual service costs, and allow staff to utilize it across divisions. SPR recommends purchasing one (1) 2019 Ford F550 truck with a crane service body for the quoted price of \$122,468.00.

PROPOSED MOTION

I move to approve the purchase of one (1) 2019 Ford F550 truck with a crane service body for \$122,468.00.

ATTACHMENTS

- [2019 Ford F550 Truck Photos](#)
- [Sourcewell Quote for 2019 Ford F550 from Altec Industries](#)

## Section 2: Business Group Spotlight & Informational Items

### 1. CSU Biosolids Research Partnership

#### Summary

South Platte Renew (SPR) is intending to renew the Cooperative Biosolids Land Application Research Project with Colorado State University (CSU) for 2021. The CSU Department of Soil and Crop Sciences has partnered with SPR to study the beneficial use of biosolids since 1982. The research has provided long-term data and an enhanced understanding of the biosolids generated at the facility. The project has also created a sound basis of knowledge that has been utilized by arid west farmers, researchers, and regulators including the EPA.

Study efforts are focused on the SPR biosolids land application site at Byers. Two areas are currently studied. The first effort includes the continuation of the ongoing long-term biosolids/Nitrogen fertilizer cropping rotation study. In addition to this, researchers have focused detailed attention on quantifying biosolids' impact on improving soil health and system resiliency as compared to inorganic nitrogen fertilizer.

In 2015, Englewood City Council passed an Ordinance (8-2015) allowing for the annual renewal of the intergovernmental agreement and research partnership between CSU and SPR, which can be signed by the SPR Director. A proposal outlining a yearly cost of \$96,272 for 2021 has been received and reviewed. The amount reflects costs for traditional analyses plus expenses associated with soil quality assessment and testing. The budget also includes travel for harvest and plot set-up, and salaries and fringe rates set by CSU. This \$96,272 amount is within the amount budgeted by SPR for 2021.

## **2. Director's Update**

### Summary

The Director of South Platte Renew (SPR), Pieter Van Ry, will bring forward pertinent information and updates to inform the Supervisory Committee. These items will be of notable importance in the daily operation of the SPR facility.

### 3. Three (3)-Month Outlook for Supervisory Committee Action Items

Description	Supervisory Committee Action	Englewood Council (R/SS = Regular/Study Session)	Littleton Council (R/SS = Regular/Study Session)	Approval Process Completed?
Draft 2021 South Platte Renew Budget	06/25/2020	07/23/2020 (JC) 09/21/2020 (Public Hearing) 10/05/2020 (1 <sup>st</sup> Reading) 10/19/2020 (2 <sup>nd</sup> Reading)	07/23/2020 (JC) 09/24/2020 (Budget Review) 10/06/2020 (1 <sup>st</sup> Reading) 10/20/2020 (2 <sup>nd</sup> Reading)	No
USGS Water Monitoring Station Agreement	09/24/2020	Ordinance Required	Ordinance Required	No
SPR Farm Lease Agreement Renewals	09/24/2020	Ordinance Required	Ordinance Required	No
Crane Truck – Purchase Recommendation	09/24/2020	N/A	N/A	No
Pilot and Research Center (PARC) - Design Services Contract	11/19/2020	N/A	N/A	No
Solid Contact Tanks Enhancements Project - Design Services Contract	12/17/2020	N/A	N/A	No
Facility Space Project - Design Services Contract	12/17/2020	N/A	N/A	No
On-Call Contracts – Electrical (2021)	12/17/2020	N/A	N/A	No
On-Call Contracts – General Construction (2021)	12/17/2020	N/A	N/A	No
SPR Chemical – Purchase Recommendation	12/17/2020	N/A	N/A	No

**Legend:** R - Regular Council, SS - Study Session, JC - Joint Council Study Session

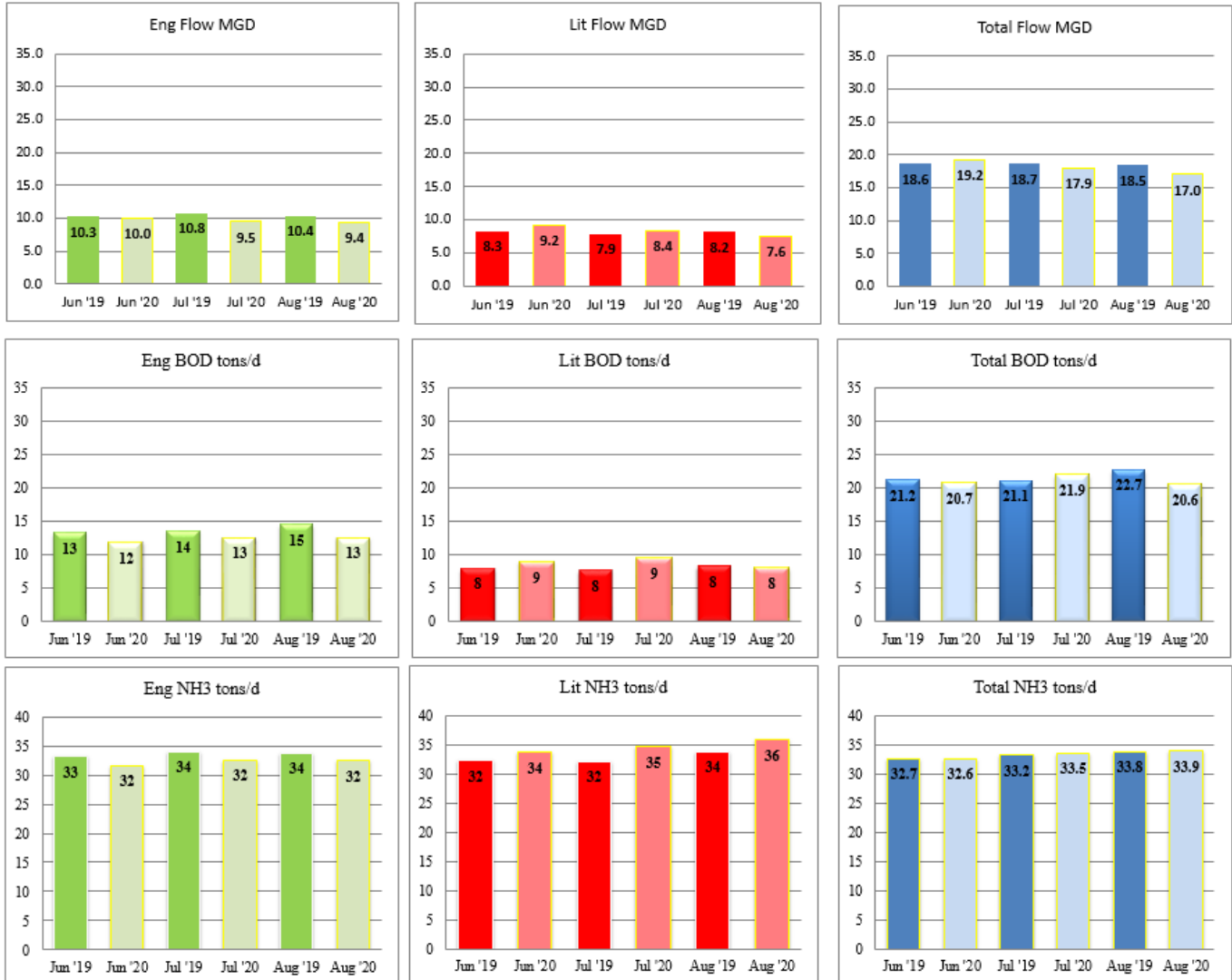
## Section 3: Required Reporting

### 1. Influent Flow & Load Summary

The measured flow to the SPR averaged 17.0 mgd in August 2020, which is a decrease of approximately 1.5 mgd from August 2019. The measured flow split was 46.5 / 53.5 percent between the cities of Littleton and Englewood.



Flow and Loadings June 2019 - August 2020





## Flow and Loadings

	Englewood					Littleton					Total				*Financial % 10 month average			
	Flow MGD	Month %	BOD t/d	SS t/d	NH3 mg/L	Flow MGD	Month %	BOD t/d	SS t/d	NH3 mg/L	Flow MGD	BOD t/d	SS t/d	NH3 mg/l	Englewood		Littleton	
															Flow	Flow %	Flow	Flow %
<b>Aug '19</b>	10.4	56.2	14.5	11.7	33.8	8.2	44.3	8.2	8.0	33.8	18.5	22.7	19.7	33.8	10.5	55.3	8.5	44.7
<b>Sep '19</b>	10.2	56.0	14.1	11.8	33.3	8.0	44.0	8.8	8.1	34.3	18.2	22.9	19.9	33.7	10.5	55.5	8.4	44.5
<b>Oct '19</b>	9.9	54.7	13.5	10.8	33.6	8.2	45.3	8.1	7.9	35.1	18.1	21.6	18.8	34.3	10.4	55.5	8.3	44.5
<b>Nov '19</b>	10.0	54.6	15.0	11.1	32.9	8.3	45.4	8.7	8.2	34.3	18.3	23.7	19.3	33.5	10.4	55.5	8.3	44.5
<b>Dec '19</b>	10.2	54.3	15.9	11.3	33.4	8.6	45.7	9.2	8.2	34.9	18.8	25.1	19.5	34.1	10.3	55.3	8.3	44.7
<b>Jan '20</b>	9.9	54.4	13.7	11.0	35.8	8.3	45.6	9.0	7.9	35.9	18.2	22.7	18.9	35.8	10.3	55.3	8.3	44.7
<b>Feb '20</b>	10.1	54.3	13.3	10.6	32.7	8.5	45.7	8.7	8.1	34.2	18.6	22.0	18.8	33.4	10.3	55.2	8.3	44.8
<b>Mar '20</b>	10.0	51.8	13.1	10.2	32.9	9.3	48.2	9.2	8.3	32.9	19.3	22.3	18.4	32.9	10.2	54.9	8.3	45.1
<b>Apr '20</b>	9.7	51.6	12.9	12.9	34.3	9.1	48.4	8.8	8.1	33.6	18.8	21.7	18.0	34.0	10.1	54.5	8.4	45.5
<b>May '20</b>	9.8	51.6	12.5	10.5	32.5	9.2	48.4	9.0	8.3	33.8	19.0	21.5	18.8	33.2	10.0	53.8	8.6	46.2
<b>Jun '20</b>	10.0	52.1	11.8	10.4	31.6	9.2	47.9	8.9	8.3	33.6	19.2	20.7	18.6	32.6	10.0	53.5	8.7	46.5
<b>Jul '20</b>	9.5	53.1	12.5	10.2	32.5	8.4	46.9	9.4	8.2	34.6	17.9	21.9	18.4	33.5	9.9	53.2	8.7	46.8
<b>Aug '20</b>	9.4	55.3	12.6	10.0	32.4	7.6	44.7	8.0	7.4	35.8	17.0	20.6	17.5	33.9	9.9	53.5	8.6	46.5
<b>Avg #</b>	9.9	53.7				8.6	46.4				18.4	22.2	18.7	33.7				
<b>Std. Dev.</b>	0.3					0.0					0.6	1.2	0.6	0.8				
<b>Flow</b>	Average daily plant flow, reported in million gallons per day.																	
<b>BOD</b>	5-day Biochemical Oxygen Demand, report in short tons per day																	
<b>SS</b>	Suspended solids, reported in short tons per day.																	
<b>*</b>	A 10-month running average is used for financial purposes																	
<b>#</b>	12 month average. 13th (top) month shown for comparison purposes only.																	

## 2. Fiscal Management & Reporting

### Financial Report for August 2020

For the month of August 2020, total preliminary expenditures are \$1,936,407. Year-to-date expenditures through August 2020 are \$12,207,274, 43% of the \$28,669,307 annual budget.

For the month of August 2020, total preliminary revenues are \$1,637,206. Year-to-date revenues through May 2020 are \$10,279,634, 36% of the \$28,669,307 annual budget.

Revenues are incorporated into the fiscal summary in arrears.

### Aggregate Purchases Report for August 2020

This report outlines the purchase of commodities with a single vendor in excess of \$75,000 for the current fiscal year as outlined in Section 6.0 of the SPR Procurement Policy. This review does not include purchases and/or services that follow the specific bidding process outlined in Section 8.0 and 9.0 of the SPR Procurement Policy.

<u>2020 SPR Aggregate Purchases</u> August 2020			
Vendor	YTD Expensed	Number of Purchases	Comments
Ambiente H2O Inc.	\$129,543.98	17	\$23,521.69 in probes and components, pumps and parts
			\$36,693.08 in capital purchases (2 individual purchases) of a probe and a sluice pump replacement
			\$69,329.21 optimal source purchase of probes and components (2019 Purchase received in 2020)
Evoqua	\$99,620.85	13	\$88,736.00 Saturation Tank (2019 Purchase received in 2020)
			\$10,884.85 DI Water for Laboratory

#### Notes:

- Division Deputy Director approval is obtained for all individual purchases between \$5,000 and \$9,999
- SPR Director approval is obtained for all individual purchases between \$10,000 and \$99,999
- Supervisory Committee approval is obtained for all individual purchases over \$99,999

### Attachments

- [Account by Classification Report August 2020](#)
- [SPR Monthly Financial Report Expense and Revenue – August 2020](#)
- [SPR YTD Expenses by Category August 2020](#)

### **3. Schedule for Next Supervisory Committee Meeting**

The next Supervisory Committee meeting is scheduled for Thursday, October 22, 2020 at 9 a.m., held virtually through Microsoft Teams.



Staff Communication

---

**File #:** Ordinance 28-2020, **Version:** 2

---

Agenda Date: 12/01/2020

**Subject:**

Ordinance 28-2020: An ordinance on second reading approving a five-year agreement with Cartegraph Systems LLC for an enterprise asset management system

Prepared by: Keith Reester, Public Works Director

**PURPOSE:**

To approve a five-year agreement with Cartegraph Systems LLC for an enterprise asset management system.

**PRESENTATIONS:**

**Staff Presenter(s):** Keith Reester, Public Works Director  
**Additional Presenter(s):** N/A

**SUMMARY:**

The City of Littleton owns and maintains a large network of public infrastructure including pavement, underground utilities, municipal buildings, grounds, and much more. Infrastructure represents a large capital investment for the City. Maintaining and operating infrastructure on a large system such as this typically involves complex decisions about how and when to apply various techniques to ensure proper performance and keep operating costs as a reasonable level.

It is unlikely that infrastructure materials will become so good that they never need repair. Similarly, it is unlikely that major increases in funding for infrastructure maintenance and replacement will occur in the near future. All the while, costs of routine maintenance activities continue to dramatically rise. The need for efficient management is greater today than ever before, and the tool for efficiency is a good asset management system.

Development of an Asset Management Program is an important aspect of infrastructure master planning. An Asset Management Program is a good tool to assess the current condition of a very large investment, assist in determining future needs, and has the potential benefit of applying appropriate rehabilitation at optimum times. The ability to plan and program the most effective maintenance strategy will allow the City to forecast future funding requirements in advance of the actual need.

In early 2018, the Public Works Department began discussing the strategy for development and implementation of an asset management system. Staff met with other municipalities who had undertaken similar efforts with a variety of software vendors, to gain an understanding of the successes and any potential roadblocks encountered during their processes. In August of 2018, proposals were received from qualified vendors for implementation of an Enterprise Asset Management System. After a robust vetting process, Cartegraph was selected as the preferred vendor. The primary reasons Cartegraph was chosen are the user-friendly nature of the

software platform, their deep industry experience, and their understanding that focus on the people and the processes is key to the system's success.

Staff chose to implement Cartegraph in phases, one or two divisions at a time. Staff strategically chose to start with the Utilities Division since the data related to the underground infrastructure was largely converted to GIS through many years of past effort, and the condition of this infrastructure had recently been documented through CCTV inspection of both the sanitary sewer and storm sewer systems. Implementation began in early 2019 for the Utilities Division and was live for full use in August 2019. During that time, multiple staff members dedicated countless hours to documenting processes, workflow, and training on use of the software. Utilities has successfully been using the asset management system for approximately one year.

In May of 2020, implementation of Cartegraph began in the Grounds Division and Traffic Division. Both are anticipated to be complete in December 2020. The Streets Division is proposed for implementation in 2021.

**PRIOR ACTIONS OR DISCUSSIONS:**

This contract has not been discussed with city council in the past; however, the principles and benefits of an asset management system have been discussed many times in support of financial sustainability for long-term capital needs.

This ordinance passed on first reading on November 17, 2020.

**ANALYSIS:**

Staff Analysis

The new Asset Management System will bring antiquated paper processes into the 21st century. It will also integrate with other software systems such as GIS, SeeClickFix, TRAKiT, and Laserfiche, saving critical work time for staff. The system will provide the Public Works Director with valuable metrics on operational efficiency and data to demonstrate the resource and capital financing needed to support high quality infrastructure. The Cartegraph Enterprise Asset Management System will be a valuable tool for the Public Works Department for many years to come.

Council Goal, Objective, and/or Guiding Principle

Implementation and support of the enterprise asset management system aligns with Council Goal 3: Good Governance/Objective 4: Technology Strategic Planning as it will increase organizational performance. The asset management system also aligns with Council Goal 2: Financial Sustainability/Objective 3: Identify, Assess, and Prioritize Long-Term Capital Needs as this system will help to document infrastructure condition which will lead to development of capital improvement plans.

Fiscal Impacts

All expenditures for 2020 have been accounted for in an existing contract with Cartegraph Systems. Staff has negotiated a 5-year contract with Cartegraph for our enterprise asset management system used in the Public Works Department, which will cost \$54,021.37 in 2021. This cost will be spread over the five Public Works divisions that use the software. A typical year-to-year software licensing renewal contract would contain a 5% annual price escalation. Staff has worked with Cartegraph to have a 0% increase for the first year and 3% annually thereafter. This results in a cost savings of over \$18,000 over five years versus a year-to-year contract.

Alternatives

Deny the five-year term contract, which will require staff to either pursue a more expensive one-year term contract or forego the software, leaving the Public Works Department with diminished productivity and

reporting capability as a result of reverting to a paper or spreadsheet-based system.

**STAFF RECOMMENDATION:**

Staff recommends approval of the five-year contract.

**PROPOSED MOTION:**

I move to approve the ordinance on second reading approving a five-year agreement with Cartegraph Systems LLC for an enterprise asset management system.



47 this ordinance are hereby repealed, provided that this repealer shall not repeal the repealer clauses  
48 of such ordinance nor revive any ordinance thereby.

49  
50  
51 INTRODUCED AS A BILL at a regularly scheduled meeting of the City Council  
52 of the City of Littleton on the 17<sup>th</sup> day of November 2020, passed on first reading by a vote of  
53 7 FOR and 0 AGAINST; and ordered published by posting at Littleton Center, Bemis Library,  
54 the Municipal Courthouse and on the City of Littleton Website.

55 PUBLIC HEARING on the Ordinance to take place on the 1<sup>st</sup> day of December  
56 2020, in the Council Chamber<sup>1</sup>, Littleton Center, 2255 West Berry Avenue, Littleton, Colorado,  
57 at the hour of 6:30 p.m., or as soon thereafter as it may be heard.

58 PASSED on second and final reading, following public hearing, by a vote of \_\_\_  
59 FOR and \_\_\_ AGAINST on the 1<sup>st</sup> day of December 2020 and ordered published by posting at  
60 Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

61 ATTEST:

62  
63  
64 \_\_\_\_\_  
65 Colleen L. Norton  
66 CITY CLERK

\_\_\_\_\_

Jerry Valdes  
MAYOR

67 APPROVED AS TO FORM:  
68  
69 \_\_\_\_\_  
70  
71 Reid Betzing  
72 CITY ATTORNEY



73  
74  
75  
76  
77  
78 <sup>1</sup> Due to COVID19, the City of Littleton is providing virtual coverage of city council meetings to protect the health of  
79 citizens, council members and staff. Meetings will not be held in the council chamber until further notice.





City of Littleton

# Cartegraph Software and Services Contract

PA#: PA-2978

Date: 7/15/2020

Cartegraph Systems LLC  
3600 Digital Drive  
Dubuque, IA 52003

[cartegraph.com](http://cartegraph.com)

800 688.2656  
563 556.8120  
Fax 563 556.8149

# Purchase Agreement

**Cartegraph** is pleased to present this Purchase Agreement for the implementation of world class technology solutions. This Purchase Agreement is made and entered into between **City of Littleton** (hereinafter referred to as **Customer**) and **Cartegraph Systems LLC** (hereinafter referred to as **Cartegraph**). In the case that any terms or conditions provided in the Cartegraph Solutions Agreement different from, are provided in more detail by, or are made irrelevant by the terms and conditions provided in this Purchase Agreement, the terms in this Purchase Agreement shall control. For all terms and conditions not addressed by this Purchase Agreement, the Cartegraph Solutions Agreement shall control.

## CUSTOMER ADDRESS:

City of Littleton  
2255 W. Berry Avenue  
Littleton, CO  
80120

## LICENSEE ADDRESS:

City of Littleton  
2255 W. Berry Avenue  
Littleton, CO  
80120

## Investment Summary

The addendums attached here to include:  
Addendum A - Support Services

Product		Year 1	Year 2	Year 3	Year 4	Year 5
OMS Plus	Quantity	1.00	1.00	1.00	1.00	1.00
	Price	USD 15,301.55	USD 15,301.55	USD 15,760.60	USD 16,233.42	USD 16,720.42
Sanitary Sewer Domain	Quantity	1.00	1.00	1.00	1.00	1.00
	Price	USD 5,008.44	USD 5,008.44	USD 5,158.69	USD 5,313.45	USD 5,473.22
Signal Domain	Quantity	1.00	1.00	1.00	1.00	1.00
	Price	USD 2,504.22	USD 2,504.22	USD 2,579.35	USD 2,656.73	USD 2,736.61
Stormwater Domain	Quantity	1.00	1.00	1.00	1.00	1.00
	Price	USD 5,008.44	USD 5,008.44	USD 5,158.69	USD 5,313.45	USD 5,473.22
Transportation Domain	Quantity	1.00	1.00	1.00	1.00	1.00
	Price	USD 3,756.33	USD 3,756.33	USD 3,869.02	USD 3,985.09	USD 4,104.92
Walkability Domain	Quantity	1.00	1.00	1.00	1.00	1.00
	Price	USD 1,252.11	USD 1,252.11	USD 1,289.67	USD 1,328.36	USD 1,368.31
Asset Builder	Quantity	1.00	1.00	1.00	1.00	1.00
	Price	USD 834.74	USD 834.74	USD 859.78	USD 885.58	USD 912.20
OMS User	Quantity	50.00	50.00	50.00	50.00	50.00
	Price	USD 16,000.00	USD 16,000.00	USD 16,480.00	USD 16,974.40	USD 17,484.80

Product		Year 1	Year 2	Year 3	Year 4	Year 5
Parks & Recreation Domain	Quantity	1.00	1.00	1.00	1.00	1.00
	Price	USD 2,295.54	USD 2,295.54	USD 2,364.40	USD 2,435.35	USD 2,508.39
Systems Integration Support	Quantity	1.00	1.00	1.00	1.00	1.00
	Price	USD 2,060.00	USD 2,060.00	USD 2,121.80	USD 2,185.45	USD 2,251.17
<b>TOTAL:</b>		USD 54,021.37	USD 54,021.37	USD 55,642.00	USD 57,311.28	USD 59,033.26

**NOTES:**

- The pricing listed above does not include applicable sales tax.
- The Cartegraph OMS pricing listed above does not include Esri ArcGIS licenses.
- Hosting includes 250GB of available file storage. If additional storage is required, the Organization can purchase in 1TB increments.
- Contract term dates:
  - 12/31/2020 - 12/30/2025
- If funds are not appropriated or otherwise made available to support continuation in any fiscal year succeeding the first year, this Contract will be terminated automatically as of the beginning of the fiscal year for which funds are not available. Customer will provide sixty (60) days written notice that funds will not be appropriated.

## Payment Terms and Conditions

In consideration for the Solutions and Services provided by **Cartegraph** to **Customer**, **Customer** agrees to pay **Cartegraph** the Fees in U.S. Dollars as described below:

### I. DELIVERY

Customer shall be provided with the ability to access and use the Solutions upon execution of this Purchase Agreement. If applicable, Services will be scheduled and delivered upon your acceptance of this Purchase Agreement, which will be considered as your notification to proceed.

### II. SERVICES SCHEDULING

Customer agrees to work with Cartegraph to schedule Services in a timely manner. All undelivered Services shall expire 365 days from the signing of this Purchase Agreement.

### III. SOLUTIONS INVOICING

The fee for solutions will be due in annual installments 15 days prior to the anniversary of the initial term as follows:

1. \$54,021.37 due upon execution of the Purchase Agreement.
2. \$54,021.37 due 15 days prior to 1st year anniversary of term start date.
3. \$55,642.00 due 15 days prior to 2nd year anniversary of term start date.
4. \$57,311.28 due 15 days prior to 3rd year anniversary of term start date.
5. \$59,033.26 due 15 days prior to 4th year anniversary of term start date.

### IV. PAYMENT TERMS

All payments are due Net 30 days from start date of invoice.



BY SIGNING BELOW, THE PARTIES AGREE THAT ALL USE AND ACCESS TO THE SOLUTIONS DESCRIBED IN THIS PURCHASE AGREEMENT SHALL BE GOVERNED BY THE CARTEGRAPH SOLUTIONS AGREEMENT. THE PARTIES AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CARTEGRAPH SOLUTIONS AGREEMENT AND THIS PURCHASE AGREEMENT REFERENCED HEREIN.

**CARTEGRAPH:**

**Cartegraph Systems LLC**

By: \_\_\_\_\_  
(Signature)

**Mitch Bradley**  
\_\_\_\_\_  
(Type or Print Name)

Title: **SVP of Sales & Marketing**

Date: \_\_\_\_\_

**CUSTOMER:**

**City of Littleton**

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or Print Name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **Cartegraph Systems LLC**

### **Addendum A - Support Services**

#### **Cartegraph Support and Training Services – Scope of Work**

The Support Services listed in the Investment Summary of the Purchase Agreement are specific Cartegraph Services which will be delivered to the Customer based on the descriptions below and on the terms and conditions and subject to the limitations set forth in this Addendum A, the applicable Purchase Agreement, and the Cartegraph Solutions Agreement. Cartegraph will coordinate with the Customer on service delivery expectations and timeframes.

*As part of Customer's subscription to access and use of the Cartegraph Solutions, Customer will receive:*

#### **1. Support Services**

##### **a. Campus – [www.campus.cartegraph.com](http://www.campus.cartegraph.com)**

Our User Assistance area is a convenient and easily-shareable resource designed to help you and your co-workers better understand the functions and capabilities of your Cartegraph Solutions. Instantly access user tips, step-by-step instructions, videos, and more.

##### **b. Dedicated, Unlimited, Toll-free Phone Support - 877.647.3050 and Live Chat**

When questions need answers and difficulties arise, count on our industry-leading Support team to provide the guidance and assistance you need. Reach us as often as you need Monday-Friday, 7:00 am-7:00 pm CT. Live Chat is available within the product or through Campus.

##### **c. Support via Case Submittal or Email**

If a phone call or live chat is not your best option, you can always request support via our online case submittal form available in Campus or via email. Email support is available at [support@cartegraph.com](mailto:support@cartegraph.com).

#### **2. Training & Education Services**

##### **a. Convenient Online Resources:**

All the information you need, one click away. Take advantage of online training opportunities, tutorial videos, upcoming event information, and more.

##### **b. Customer Led User Groups**

: Meet and network with similar Cartegraph users in your region. Customer led User Groups allow you to find out what other organizations are doing to get more from their Cartegraph solutions and services.

#### **3. Releases & Upgrades**

##### **a. New Releases:**

Cartegraph is continuously innovating and enhancing the Cartegraph OMS collection of products. As a customer with an active subscription, you will receive each new release of the software.

i. Cloud-hosted customers: Your cloud-hosted site will be upgraded by our Cartegraph System Consultants after the release is available.

ii.

On-premise customers: For your on-premises installation, our Technical Consultants will work with your organization's IT staff to deliver the latest software release. Software will be made available after installation to the Cartegraph cloud-hosted customers.

##### **b. Service Packs:**

A Service Pack consists of lower-severity bug fixes and/or small platform updates.

i.

If required, cloud-hosted sites will receive Service Packs as needed. These Service Packs are installed by the Cartegraph System Consultants.

ii. On-premises customers that contacted Cartegraph Technical Support about an issue that is resolved with the Service Pack, will be provided the service pack for installation. These on-premises customers can then schedule a time to install the Service Pack with our Technical Support team

**c. Hot Fixes:**

If an issue is determined to be a defect and falls outside the standard release cycle, Cartegraph will issue a hot fix and provide application specialists with detailed levels of product knowledge to work with you in achieving a timely and effective resolution

Cartegraph will provide the Support Services only to Customer, provided that Cartegraph reserves the right to contact any third party as necessary to facilitate the delivery of Support Services or other services relating to the Solutions. Said support applies only to the most current version of the product and the previous version in succession.

All Support Services are dependent upon the use by Customer of the Solutions in accordance with Cartegraph's documentation and specifications. Cartegraph is under no obligation to modify the Solutions so that the modified Solutions would depart from Cartegraph's published documentation and specifications for such Solutions.



## Cartegraph Solutions Agreement

Last Modified: 10/8/2020

This Cartegraph Solutions Agreement (“Agreement”) is a contract between Cartegraph Systems LLC, a Delaware corporation, having its principal place of business at 3600 Digital Drive, Dubuque, Iowa 52003 (“Cartegraph”) and you, or if you represent an entity or other organization, that entity or organization, (in either case, the “Customer”). Cartegraph and Customer may be referred to in this Agreement collectively as the “parties” or individually as a “party.”

Cartegraph provides certain hosted operations management and asset management solutions (the “Cartegraph Solutions” or “Solutions”). Customer desires to purchase a subscription to access and use certain of the Cartegraph Solutions for Customer’s own internal use and operations.

This Agreement sets forth the terms and conditions under which Cartegraph will agree to provide Customer with a subscription to access and use those Solutions specified in written Purchase Agreements referencing this Agreement entered into by Cartegraph and Customer (each, a “Purchase Agreement”) and perform those services specified in each Purchase Agreement (the services provided by Cartegraph under this Agreement, including the services made available through the Solutions, the “Services”). All access to and use of the Solutions and the performance of all Services are subject to the terms of this Agreement.

This Agreement includes any Purchase Agreement entered into by the parties referencing this Agreement and any written Addendum attached to a Purchase Agreement, including descriptions of any Solutions or Services (each, an “Addendum”), all of which are hereby incorporated into and made a part of this Agreement. Unless you later enter into any other Agreement with Cartegraph regarding the Solutions and Services, this Agreement is the complete and exclusive statement of the agreement between the parties and supersedes any proposal or prior agreement, oral or written, and any other communications between the parties, in relation to the subject matter of this Agreement. Terms used in this Agreement will have the definitions given in this Agreement or, if not defined in this Agreement, will have their plain English (US) meaning.

PLEASE CAREFULLY READ THIS AGREEMENT. BY ACCEPTING THIS AGREEMENT, THROUGH THE EXECUTION OF A PURCHASE AGREEMENT THAT REFERENCES THIS AGREEMENT, OR BY CLICKING A BOX THAT STATES THAT YOU ACCEPT OR AGREE TO THIS AGREEMENT, YOU AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THIS AGREEMENT, OR DO NOT MEET THE QUALIFICATIONS INCLUDED IN THIS AGREEMENT OR ANY PURCHASE

AGREEMENT, CARTEGRAPH IS NOT WILLING TO PROVIDE YOU, AS CUSTOMER, WITH ACCESS TO OR USE OF CARTEGRAPH SOLUTIONS OR SERVICES, AND YOU MUST NOT ACCESS OR USE CARTEGRAPH SOLUTIONS OR SERVICES. IF YOU ACCESS OR USE CARTEGRAPH SOLUTIONS OR SERVICES, YOU ACKNOWLEDGE THAT YOU MEET THE QUALIFICATIONS INCLUDED IN THIS AGREEMENT AND ANY PURCHASE AGREEMENT AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS HEREIN.

## **1. Term.**

The term of this Agreement shall begin upon the execution of an initial Purchase Agreement under this Agreement and, unless earlier terminated as permitted herein, shall continue for the period of time specified in that Purchase Agreement ("Initial Term"). The execution of any subsequently added Purchase Agreement under this Agreement shall not extend the Initial Term unless otherwise expressly stated in that Purchase Agreement. Unless otherwise stated in an applicable Purchase Agreement under this Agreement, the Initial Term of this Agreement shall automatically renew for successive additional 1 year renewal periods (each, a "Renewal Term") unless either party provides the other party with written notice of its intent not to renew this Agreement at least 60 days before the end of the Initial Term or any such Renewal Term.

## **2. Solutions.**

### **2.1 Functionality.**

The Solutions will include the functionality described in the applicable Purchase Agreement or Addendum for each Solution. Cartegraph may from time to time update, change, or revise the functionality of the Solutions, provided the functionality of the Solutions is not materially decreased from that described in the applicable Purchase Agreement or Addendum to a Purchase Agreement.

### **2.2 Subscription.**

Subject to the terms and conditions of this Agreement, during the term of this Agreement Cartegraph will provide Customer with a non-exclusive, non-transferable, and non-sublicensable subscription to allow employees and independent contractors of Customer ("Users") to access and use the Solutions, solely for purposes of Customer's own internal use and operations. If Customer has purchased a per-user subscription, as indicated in the applicable Purchase Agreement, only the finite number of subscriptions indicated in each applicable Purchase Agreement have been purchased by Customer and only that finite number of Users may access and use the Solutions at any given time. If Customer has purchased an unlimited subscription, as indicated in the applicable Purchase Agreement, all Users associated with Customer are permitted to access and use the Solutions at any given time. In either case, the subscription applies only to the Users and does not allow access to or use of the Solutions by any affiliated entities or organizations, or any other entity unless approved in advance by Cartegraph in writing.

### **2.3 Access.**

Customer may access the Solutions solely through the account established for Customer (an "Account"). Customer will be permitted to establish user identifications and passwords through which individual Users may access the Solutions through Customer's Account ("User IDs"). Each User ID is issued to a

specific User and may be used only by that User. Customer will ensure that all information about each User provided to Cartegraph in connection with establishing each User ID is accurate and complete and will maintain that information as accurate and complete throughout the term of this Agreement. Customer is and will remain solely responsible for all use of the Solutions by any User and for compliance by each User with the applicable terms of this Agreement. If Customer authorizes an independent contractor or consultant as a User, in addition to being responsible for such independent contractor's or consultant's actions as a User, Customer shall also require such independent contractor or consultant to agree to terms at least as protective of the Solutions as those contained in this Agreement prior to being granted access to the Solutions. Customer will ensure the security and confidentiality of each User ID and will use commercially reasonable efforts to prevent unauthorized access to or use of the Solutions. Customer will notify Cartegraph promptly of any such unauthorized access or use of the Solutions or if any User ID is lost, stolen, or otherwise compromised. Customer acknowledges that Customer is and will remain fully responsible for all costs, fees, liabilities, or damages incurred through any access to or use of the Solutions through Customer's Account or by any User (whether lawful or unlawful) and that any Services used or transactions facilitated through Customer's Account or under any User ID will be deemed to have been completed by Customer. In no event will Cartegraph be liable for the foregoing obligations or any failure by Customer to fulfill such obligations.

## **2.4 Restrictions.**

The Solutions, the software, hardware, databases, and other technology used by or on behalf of Cartegraph to provide the Solutions (the "Cartegraph Technology"), and their structure, organization, and underlying data, information, and source code, constitute valuable trade secrets of Cartegraph and its licensors. As a condition to the use of and access to the Solutions, Customer will not permit any User or other third party to: (a) access or use the Solutions except as expressly permitted by this Agreement; (b) access or use the Cartegraph Technology directly, except through the Solutions as expressly provided in this Agreement; (c) use the Solutions in any unlawful or illegal manner or in any other manner that could damage, disable, overburden or impair the Cartegraph Technology; (d) use automated scripts to collect information from or otherwise interact with the Cartegraph Technology; (e) alter, modify, reproduce, create derivative works of the Cartegraph Technology; (f) distribute, sell, resell, lend, loan, lease, license, sublicense, transfer, or otherwise make available the Solutions or any of Customer's rights to access or use the Solutions or any Service to any third party; (g) reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code or method of operation of or any trade secrets embodied in the Cartegraph Technology; (h) attempt to circumvent or overcome any technological protection measures intended to restrict access to any portion of the Cartegraph Technology; (i) use the Cartegraph Technology for purposes of monitoring their availability, performance or functionality, or for any other benchmarking, business intelligence, data mining, or competitive purposes; or (j) interfere in any manner with the operation or hosting of the Cartegraph Technology.

## **2.5 Third Party Offerings.**

Customer agrees and acknowledges that certain portions of the Solutions may be provided by third party providers ("Third Party Offerings"). Customer's access to and use of any Third-Party Offering is also subject to any other agreement separate from this Agreement that Customer may enter into (or may have entered into) relating to those Third-Party Offerings ("Third Party Terms"). In addition to the terms of this Agreement, access to and use of each Third-Party Offerings is also subject to the terms and conditions of any Third-Party Terms applicable to that Third-Party Offering. Except as set forth in this Agreement, any

applicable Third-Party Terms will control in the event of a conflict between the terms of this Agreement and those Third-Party Terms. Except as expressly set forth in any Third-Party Terms, you are granted no licenses or rights, whether by implication, estoppel, or otherwise, in or to any Third Party Offerings.

### **3. Services.**

If Customer enters into a Purchase Agreement, including any applicable Addendum specifying any of the following Services, Cartegraph will use commercially reasonable efforts to provide those Services to Customer during the term of this Agreement. All such Services are provided subject to the terms and conditions of this Agreement. Cartegraph has no obligation to provide any of the following Services unless specified in a Purchase Agreement or Addendum to this Agreement.

#### **3.1 On-Site Installation Services.**

Cartegraph will provide Customer with deployment and installation Services for the Solutions if indicated in a Purchase Agreement ("On-Site Installation Services"). On-Site Installation Services will be subject to scheduling in cooperation with Customer. Customer will provide all equipment and hardware stated in such Purchase Agreement, and any additional equipment and hardware reasonably necessary for the operation of the Solutions. Customer shall be responsible for maintaining the equipment and hardware, which shall include providing sufficient resources (e.g., electricity, HVAC, or other resources) necessary for the equipment and hardware to properly operate. Cartegraph's warranties and indemnification obligations contained in this Agreement shall be limited to the extent that such obligation arises from Customer's equipment and hardware. Customer shall coordinate with Cartegraph to provide Cartegraph with the level of access to the equipment and hardware to perform On-Site Installation Services and any other Services as specified in a Purchase Agreement. If no level of access is specified in a Purchase Agreement, then all access by Cartegraph to the equipment and hardware shall be remote access. Unless otherwise specified in a Purchase Agreement, Cartegraph shall have no obligation to perform the On-Site Installation Services, or any other Services, on Customer's premises. If Cartegraph determines that it is necessary to perform any Services on Customer's premises, Cartegraph shall first receive approval from Customer prior to performing such Services on Customer's premises. Cartegraph shall have no responsibility to Customer for any liability to the extent that such liability arises from Customer's failure to provide Cartegraph sufficient or timely access to the equipment or hardware. Customer understands that Customer does not receive any rights to the Cartegraph Technology separate and apart from Customer's right to access the Solutions installed on-site by Cartegraph as described in this Agreement. If Customer requires additional rights to access the Solutions, Customer shall obtain Cartegraph's prior written consent. Upon termination or expiration of this Agreement, Customer will immediately either return to Cartegraph or, at Cartegraph's discretion, destroy any Cartegraph Technology then in Customer's possession or control and certify in writing signed by an officer of Customer that it has fully complied with the foregoing obligations.

#### **3.2 Support Services.**

Cartegraph will provide Customer with support Services for the Solutions as specified in Addendum A if such Addendum is attached to a Purchase Agreement ("Support Services").

### **3.3 Field Services.**

Cartegraph will provide Customer with the field implementation Services for the Solutions as specified in Addendum B if such Addendum is attached to a Purchase Agreement (“Field Services”). Field Services will be subject to scheduling in cooperation with Customer.

### **3.4 Data Services.**

Cartegraph will provide Customer with the data collection Services for the Solutions as specified in Addendum C if such Addendum is attached to a Purchase Agreement (“Data Services”). Data Services will be subject to scheduling in cooperation with Customer.

### **3.5 Professional Services.**

Cartegraph will perform any additional professional Services relating to the Solutions (“Professional Services”) if specified in any written statement of work mutually agreed to by both parties under this Agreement. Cartegraph will perform all Professional Services at the rates for those Professional Services set forth in each applicable statement of work, or, if no rates are set forth in an applicable statement of work, at Cartegraph’s then-current rates for those Professional Services. Professional Services shall be performed during the working hours stated in the statement of work applicable to those Professional Services, or, if no working hours are stated, the Professional Services will be provided during the hours of 7:00 a.m. to 7:00 p.m., Central Standard or Central Daylight Time, whichever is applicable, Monday through Friday excluding holidays.

## **4. Software.**

Cartegraph may provide Customer with software in connection with the Solutions (“Software”). Unless any Software provided by Cartegraph in connection with the Solutions is subject to a license or other agreement separate from this Agreement that Customer has entered into (or may enter into) with Cartegraph (a “Software License Agreement”), Cartegraph grants Customer a limited, non-exclusive, non-transferrable, non-assignable, license solely to install and execute the Software in accordance with the instructions provided by Cartegraph for Customer’s own internal use and operations in connection with Customer’s access to and use of the Solutions. Except as expressly set forth in the foregoing sentence (or any applicable Software License Agreement), Customer is granted no licenses or rights, whether by implication, estoppel, or otherwise, in or to any Software, and Customer may not modify, reproduce, perform, display, create derivative works from, republish, post, transmit, transfer, sell, distribute, or in any way exploit any Software without the prior written permission of Cartegraph. Except as set forth in this Agreement, the terms of any Software License Agreement will control in the event of a conflict between the terms of this Agreement and that Software License Agreement. Customer agrees that use of the Software is limited as described in the Purchase Agreement, as either: (1) Browser Based User – Each browser-based User is defined by User ID; or For Server Software – One copy of Software for each server. Customer agrees that Cartegraph may audit Customer’s Software usage remotely or on-site upon reasonable notice and during standard business hours. Prevention of audit by Customer may be grounds for termination of this Agreement. Cartegraph and its licensors will not be responsible to Customer for loss of use of any Software or for any other liabilities arising from alterations, additions, adjustments, or repairs which are made to any Software by Customer or other third parties. Cartegraph reserves the right to terminate the licenses granted to any Software or any Services provided in connection with that

Software upon written notice to Customer if any such alteration, addition, adjustment, or repair adversely affects Cartegraph's ability to render Services.

## **5. Fees and Payment.**

### **5.1 Fees.**

Customer agrees to pay Cartegraph all fees specified in any Purchase Agreement and as otherwise specified in this Agreement ("Fees").

### **5.2 Payment.**

All Fees will be invoiced in advance in accordance with the terms applicable to such Fees. If no terms for an applicable Fee are set forth in the applicable Purchase Agreement, such Fees will be invoiced on a monthly basis following the end of the month in which they were incurred. All Fees as set forth on each invoice issued by Cartegraph under this Agreement will be due and payable by Customer in immediately available U.S. funds within 30 days of the date of invoice. If Customer has not made payment within 30 days of the date of invoice, Customer shall be in default. Customer's default will constitute sufficient cause for Cartegraph to suspend Customer's access to the Solutions or any Services upon notice to Customer. All Fees will be non-refundable once paid to Cartegraph (including upon any termination or suspension of this Agreement). Until paid in full, all past due amounts will bear an additional charge of the lesser of 1½% per month or the maximum amount permitted under applicable law. If Cartegraph requires use of collection agencies, attorneys, or courts of law for collection on Customer's account, Customer will be responsible for those expenses. Customer will be responsible for all use, sales, and other taxes imposed on the Services provided under this Agreement.

### **5.3 Taxes.**

The Fees do not include any local, state, provincial, federal or foreign taxes, levies, assessments, duties, or other governmental charges of any kind or nature, including, without limitation, any value-added tax (VAT), stamp or other similar tax, social security (or local equivalent), state or regional tax, or income or other federal tax ("Taxes"). Customer is responsible for paying all Taxes that may be imposed by way of the performance of either party under this Agreement, excluding only Taxes based on Cartegraph's net income. If Cartegraph is found or deemed to have a legal obligation to pay or collect any Taxes for which Customer is responsible under this Agreement, the appropriate amount shall be invoiced to and paid by Customer unless Customer provides Cartegraph with a valid tax exemption certificate authorized by the appropriate taxing authority.

### **5.4 Fee Increases.**

Cartegraph may increase the Fees applicable to Customer to the then-current prices for the next Renewal Term by providing notice of such increase at least 60 days before the beginning of such Renewal Term. If after receiving such notice Customer wishes not to renew the Agreement for the next Renewal Term, Customer must provide written notice to Cartegraph of Customer's intent not to renew this Agreement at least 60 days before the end of the Initial Term or any such Renewal Term.

## **5.5 Expenses.**

Customer shall reimburse Cartegraph for reasonable expenses incurred during the provision of Services. Reasonable expenses include, but are not limited to, travel, lodging, and meals. Expenses are billed based on actual costs incurred. Estimated expenses shall be included in each Purchase Agreement. Cartegraph shall not exceed the estimated expenses without written approval from Customer.

## **6. Termination.**

### **6.1 Termination for Cause.**

Either party may terminate this Agreement immediately upon notice to the other party if the other party: (a) materially breaches this Agreement and fails to remedy such breach within 30 days after receiving notice of the breach from the other party; (b) materially breaches this Agreement in a manner that cannot be remedied; or (c) commences bankruptcy or dissolution proceedings, has a receiver appointed for a substantial part of its assets, or ceases to operate in the ordinary course of business.

### **6.2 Service Discontinuance.**

If Cartegraph at any time discontinues offering any Solutions or any Services to new customers, Cartegraph will give Customer reasonable advance notice of such discontinuation. Upon such date of discontinuation, Cartegraph will have the right to terminate this Agreement as to those Solutions or Services upon notice to Customer. As of the date of termination, Cartegraph will credit to Customer, on a pro-rated basis, any pre-paid Fees under this Agreement and Cartegraph shall have no further obligation to provide the Solutions or any Service under this Agreement.

### **6.3 Suspension.**

Without limiting Cartegraph's right to terminate this Agreement, Cartegraph may suspend Customer's access to the Solutions or any Services upon notice to Customer following any breach of this Agreement if deemed reasonably necessary by Cartegraph to prevent any damage, injury, or harm to Cartegraph, the Cartegraph Technology, any other Cartegraph customer, or any third party.

### **6.4 Effect of Termination.**

All Purchase Agreements shall terminate immediately upon termination of this Agreement. Upon termination or expiration of this Agreement for any reason, and following any applicable Transition Period: (a) Cartegraph may cease providing access to all Solutions and Services under this Agreement; (b) all subscriptions and other rights and licenses granted to Customer under this Agreement will terminate; (c) Customer will immediately cease all use of and access to all Solutions and Services; (d) all Fees and other amounts then owed by Customer under this Agreement will become immediately due and payable to Cartegraph; (e) Customer will immediately either return to Cartegraph or, at Cartegraph's discretion, destroy any Cartegraph Data and Cartegraph Confidential Information (each as defined below) then in Customer's possession or control; and (f) Cartegraph will either return to Customer or, at

Customer's discretion, destroy any Customer Data and Customer Confidential Information) then in Cartegraph's possession or control. The following Sections will survive termination or expiration of this Agreement for any reason: 5 (Fees and Payment), 6.4(Effect of Termination), 7 (Ownership), 10 (Disclaimer), 11 (Indemnification), 12 (Limitation on Liability), 14 (Confidentiality), 15 (Governing Law), 16 (Non-Solicitation), 17 (Force Majeure), 18 (Notice), and 19 (Additional Terms).

## **6.5 Transition Services.**

Except in the case of a termination under Section 6.1 by Cartegraph, at any time prior to the effective date of any termination or expiration of this Agreement, Customer may request that Cartegraph continue to provide Customer with any Services then provided under this Agreement for purposes of transitioning and migrating Customer off of the Solutions ("Transition Services"). Upon such request, the parties will develop a mutually agreed to transition plan describing the Transition Services and each party's respective obligations in connection with the transition and migration of Customer off of the Solutions ("Transition Plan"). Cartegraph will provide the Transition Services for the period agreed to in the Transition Plan, such period not to exceed 180 days following termination or expiration of this Agreement (the "Transition Period"). Customer will compensate Cartegraph for all Transition Services at rates specified in the Transition Plan or, if no rates are agreed upon by the parties prior to the performance of the Transition Services, at Cartegraph's then current rates for the Services. All Transition Services will otherwise be subject to the terms of this Agreement.

## **7. Ownership.**

Cartegraph retains all right, title, and interest in and to the Solutions, Cartegraph Technology, Cartegraph Data, any additions, improvements, updates, new versions, or other modifications thereto created by either party, whether or not through the Services, alone, jointly, or with any third party, and all IPR (as defined below) therein and related thereto. Customer does not receive any ownership interest in or to any of the foregoing, and no right or license is granted to Customer to use any of the foregoing apart from Customer's right to access and use the Solutions under this Agreement. Customer will perform all acts reasonably necessary to assist Cartegraph in perfecting and defending Cartegraph's ownership interest in any of the foregoing. Without limiting the foregoing, Customer agrees to and does hereby make all assignments necessary to provide Cartegraph with the ownership rights set forth in this Section. All names and logos associated with the Solutions and other Services are trademarks of Cartegraph (or its third party providers) and no right or license is granted to Customer to use them. Any rights not expressly granted to Customer hereunder are reserved by Cartegraph. Customer will not remove or alter any proprietary rights legend on the Solutions, Cartegraph Technology, or Cartegraph Data. For purposes of this Agreement, "IPR" means any and all intellectual property and other proprietary rights throughout the world, including, all copyrights, trademarks, service marks, trade secrets, patent rights, moral rights, rights in data and databases, and contract rights.

## **8. Data.**

### **8.1 Customer Data.**

As between Customer and Cartegraph, Customer retains ownership of all data, information, and other content provided to Cartegraph or through the Solutions by or on behalf of Customer ("Customer Data"). Customer is responsible for all Customer Data, including the accuracy, quality, integrity, legality, reliability,



and appropriateness thereof. Customer will obtain and maintain all authorizations, approvals, permissions, and other rights necessary for Cartegraph to use and process all Customer Data in the performance of the Services and any other obligations of Cartegraph under this Agreement. Customer will maintain an adequate back-up of all Customer Data and, except for any express obligations of Cartegraph to maintain back-up copies of Customer Data, Cartegraph will not be responsible or liable for any deletion, correction, destruction, damage, loss, or failure to store or back-up any of Customer Data.

## **8.2 Cartegraph Data.**

As between Cartegraph and Customer, Cartegraph retains ownership of all data, information, and other content provided to Customer through the Solutions and the other Services, excluding any Customer Data ("Customer Data"). Subject to the terms of this Agreement, Customer may access the Cartegraph Data without modification solely for Customer's own internal business purposes in connection with Customer's use of and access to the Solutions. Cartegraph uses commercially reasonable measures to ensure the accuracy and reliability of all Cartegraph Data, but except as expressly provided herein Cartegraph will not be responsible for any erroneous data, information, or content provided through the Solutions. Except as expressly provided in this Agreement, Customer is granted no rights in or to the Cartegraph Data.

## **8.3 Data Security.**

Cartegraph shall establish and maintain during the term an information security policy providing for reasonable administrative, technical, physical safeguards and security measures designed to protect against the unintended or unauthorized destruction, loss, alteration, or access of any Customer Data in the possession or control of Cartegraph, which safeguards and measures are compliant with applicable federal, state, provincial, or local laws, rules, and regulations ("Laws"). Customer will establish and maintain during the term reasonable and appropriate administrative, technical, and physical safeguards and security measures designed to protect against the unintended or unauthorized destruction, loss, alteration, or access of any Cartegraph Data in the possession or control of Customer, which safeguards and measures are consistent with applicable Laws. Each party will promptly notify the other party of any data security breach or similar incident that has, or might have, compromised the privacy or security of any Customer Data or, in the case of Customer, any Cartegraph Data in the possession or control of such party. Each party will indemnify and hold harmless the other party from and against any damages or losses asserted against or incurred by the other party arising out of or related to a breach of a party's data security obligations.

## **8.4 Data Privacy.**

Cartegraph may use and disclose data and information collected through the operation of the Solutions solely as described in this Agreement and in Cartegraph's then-current privacy policy applicable to the Solutions. Notwithstanding anything to the contrary in the privacy policy, Cartegraph will have the right to collect and analyze non-personal information (data or information that does not identify an entity or natural person as the source thereof) resulting from Customer's access to and use of the Solutions. To the extent any such non-personal information is collected or generated by Cartegraph, the data and information may be used by Cartegraph, or its permitted service providers, for any lawful business

purpose, provided that the data and information is used only in an aggregated form, without directly identifying Customer, or any other User, as the source thereof.

## **9. Representations and Warranties.**

### **9.1 General.**

Each party represents, warrants, and covenants to the other party that: (a) it has and will continue to have during the term hereof, all rights, power, and authority necessary to enter into this Agreement and perform all of its obligations under this Agreement; (b) the performance of its obligations under this Agreement does not and will not violate any Law applicable to such party's performance, any rights of any third party, or any agreement by which such party is bound; and (c) it will procure all rights, certificates, licenses, permits, or other approvals required for its performance under this Agreement.

### **9.2 Performance.**

During the term of this Agreement, Cartegraph represents and warrants to Customer that Cartegraph will use commercially reasonable efforts to maintain and verify that the Solutions operate in accordance with the applicable documentation for the Solutions provided to Customer by Cartegraph and in accordance with any other levels of performance specified in this Agreement or applicable Purchase Agreement. Cartegraph's sole obligation and Customer's sole and exclusive remedy in the event of any failure of the Solutions to comply with any such performance levels will be for Cartegraph to, at its option: (a) remedy the failure or re-perform the affected Services; or (b) refund Customer the portion of any Fees applicable to the portion of the Solutions subject to the failure.

### **9.3 Non-Infringement.**

Cartegraph represents and warrants to Customer that the use by Customer of the Solutions during the term and in accordance with this Agreement (the "Covered Services") will not infringe any third party U.S. patent or copyright or misappropriate any third party trade secret in existence under any Laws of any state within the U.S. As Cartegraph's sole obligation and Customer's sole and exclusive remedy for of any failure by Cartegraph to comply with the foregoing sentence, Cartegraph will defend Customer against any such failure as set forth in Section 11.2.

## **10. Disclaimer.**

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SOLUTIONS AND ALL SERVICES UNDER THIS AGREEMENT, AND ALL CARTEGRAPH DATA PROVIDED THROUGH THE SOLUTIONS OR THOSE SERVICES, ARE PROVIDED TO CUSTOMER STRICTLY "AS IS" AND "AS AVAILABLE" AND CARTEGRAPH AND ITS PROVIDERS EXPRESSLY DISCLAIM, AND CUSTOMER DISCLAIMS ANY RELIANCE ON, ANY AND ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH REGARD THERETO OR TO ANY OTHER SUBJECT MATTER OF THIS AGREEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AVAILABILITY OR ERROR-FREE OPERATION. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CARTEGRAPH, ITS EMPLOYEES, DISTRIBUTORS,

DEALERS, OR AGENTS WILL INCREASE THE SCOPE OF, OR CREATE ANY NEW WARRANTIES IN ADDITION TO, THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT.

## **11. Indemnification.**

### **11.1 General.**

To the extent permitted by law each party (the "Indemnifying Party") will defend the other party and its officers, directors, employees, and agents (its "Related Parties") from and against any claim, allegation or action (any "Action") brought against the other party or one of its Related Parties by a third party (other than by the other party itself or another of its Related Parties) to the extent relating to, resulting from, or arising out of the gross negligence or willful misconduct of the Indemnifying Party in the performance (or failure to perform) any of its obligations under this Agreement. The Indemnifying Party will further pay those losses, liabilities, damages, fees, expenses, and costs (including reasonable attorneys' fees and court costs) ("Losses") finally awarded against the other party or one of its Related Parties in any such Action or those Losses agreed to in a monetary settlement of such Action, as applicable.

### **11.2 Non-Infringement.**

Cartegraph will defend Customer from and against any Action brought against Customer by a third party (other than a Customer Related Party) that the use by Customer of the Covered Services infringes any U.S. patent, or copyright or misappropriates any trade secret in existence under any Laws of any state within the U.S. Cartegraph will pay those Losses finally awarded against Customer in any such Action or those Losses agreed to in a monetary settlement of such Action, as applicable. If Customer is, or Cartegraph reasonably believes Customer may be, enjoined from using any Covered Service due to an Action covered by this Section, Cartegraph may procure the right for Customer to continue using the Covered Service, replace or modify the Covered Service so that it becomes non-infringing, or terminate this Agreement and provide Customer a refund of any pre-paid amounts applicable to the Covered Service (if any). Cartegraph will have no obligation under this Section or otherwise with respect to any Action or Losses in the case of: (a) any use of any Covered Service other than by Customer; (b) any use of any Covered Service not under and in accordance with this Agreement; (c) any use of any Covered Service in combination with products, equipment, services, processes, software, data or information not supplied by Cartegraph; or (d) any modification of or enhancement to any Covered Service other than by Cartegraph. This Section constitutes Cartegraph's sole and exclusive liability, and Customer's sole and exclusive remedy, for any infringement or misappropriation of IPR or any other rights relating to the solutions.

### **11.3 By Customer.**

To the extent permitted by law customer will defend Cartegraph and its Related Parties from and against any Action brought against Cartegraph or one of its Related Parties by a third party (other than by Cartegraph or another Cartegraph Related Party) to the extent relating to, resulting from, or arising out of any: (a) any violation of any Law caused by the use of or access to the Solutions by Customer; or (b) any claim or allegation by a User or other third party relating to use of or access to the Solutions or any Services by Customer. Customer will only pay those Losses finally awarded against Cartegraph in any such Action or those Losses agreed to in a monetary settlement of such Action, as applicable.

## **11.4 Conditions.**

All obligation of each party to defend or indemnify the other party or any Related Party under this Agreement are conditioned upon the party seeking defense or indemnification (the "Indemnified Party") providing the other party with: (a) prompt notice of any such claim for indemnification or defense after receiving notice thereof; (b) sole control over the defense and settlement of such claim, provided that any settlement that will require the other party to assume any liability other than the payment of monies will be subject to the other party's prior written consent; and (c) reasonable assistance in such defense or settlement (at the indemnifying or defending party's expense).

## **12. Limitation on Liability.**

IN NO EVENT WILL CARTEGRAPH BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), ARISING IN ANY WAY IN CONNECTION WITH OR OUT OF THIS AGREEMENT, INCLUDING THE USE OF OR ACCESS TO THE SOLUTIONS OR ANY SERVICES OR THE CARTEGRAPH TECHNOLOGY (OR ANY CARTEGRAPH DATA), EVEN IF CARTEGRAPH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING ANY LOSS OF DATA, OPPORTUNITY, LOSS OF REVENUES OR PROFITS, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE SERVICES. CARTEGRAPH'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, THE SOLUTIONS, AND ALL SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE FEES PAID TO CARTEGRAPH HEREUNDER IN THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING CAUSE TO SUCH LIABILITY. CUSTOMER AGREES THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND ACKNOWLEDGE THAT CARTEGRAPH WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. IN JURISDICTIONS WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, CARTEGRAPH'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

## **13. Insurance.**

If Cartegraph will provide Services at Customer's location, Cartegraph will carry commercial general liability insurance with a limit of \$1,000,000 per occurrence and a \$2,000,000 aggregate limit, business auto liability insurance with a limit of \$1,000,000 and workers compensation insurance with statutory coverage.

## **14. Confidentiality.**

### **14.1 Protection.**

Each party (the "Receiving Party") may from time to time receive or otherwise obtain data or information regarding the business, finances, services, or technology of the other party (the "Disclosing Party"), including, without limitation, technical, advertising, marketing, sales, financial, pricing, employee, customer, and planning information, or any other information that by its very nature the Receiving Party should know is confidential ("Confidential Information"). The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of the Disclosing Party only to the employees or permitted contractors of the Receiving Party who have a need to know such Confidential Information for purposes

of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information in the same manner as the Receiving Party protects its own confidential information of a similar nature and with no less than reasonable care.

## **14.2 Exceptions.**

The Receiving Party's obligations with respect to any Confidential Information of the Disclosing Party will terminate if such information: (a) was already lawfully known to the Receiving Party as of the Effective Date; (b) is disclosed to the Receiving Party after the Effective Date by a third party who had the right to make such disclosure without any confidentiality restrictions; or (c) is, or through no fault of the Receiving Party becomes, generally available to the public. The Receiving Party may disclose the Confidential Information of the Disclosing Party if compelled or required to do so by a court of competent jurisdiction or other governmental entity having jurisdiction over the Receiving Party, provided that the Receiving Party provides the Disclosing Party with notice of such requirement and provides reasonable assistance to the Disclosing Party in any attempts to contest such disclosure or obtain a protective order or other applicable limitation with respect to such disclosure. In any event, the Receiving Party will be entitled to receive payment of its expenses and costs actually incurred in responding to such disclosure request and will disclose only such portion of any Confidential Information as it is legally compelled or required to disclose.

## **14.3 Return of Confidential Information.**

The Receiving Party will return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the request of the Disclosing Party or when such Confidential Information is no longer needed in connection with its performance under this Agreement, whichever comes first. At the Disclosing Party's request, the Receiving Party will certify in writing signed by an officer of the Receiving Party that it has fully complied with the foregoing obligations.

## **15. Governing Law.**

The interpretation of the rights and obligations of the parties under this Agreement, including, to the extent applicable, any negotiations, arbitrations or other proceedings hereunder, will be governed in all respects exclusively by the laws of the state/province where the Customer has its principal place of business. Each party agrees that it will bring any action or proceeding arising from or relating to this Agreement exclusively in a federal or state/provincial court in the state/province where the Customer has its principal place of business, and each party irrevocably submits to the personal jurisdiction and venue of any such court in any such action or proceeding or in any action or proceeding brought in such courts.

## **16. Non-Solicitation.**

During the term of this Agreement and for a period of 12 months thereafter, Customer will not, directly or indirectly, for itself or on behalf of or in conjunction with any other third party, solicit, induce, hire, contract with, or engage the employment of an employee of Cartegraph, unless Customer: (1) obtains the prior

written consent of Cartegraph, as applicable; and (2) pays Cartegraph as applicable a fee to be mutually agreed upon. If Customer directly employs or contracts with an employee of Cartegraph without the prior written consent of Cartegraph, Customer shall pay as damages 2 times the then yearly salary of the employee in question. The parties acknowledge and agree that the foregoing is not intended as a penalty of any kind but as reasonable and adequate compensation to Cartegraph in the event Customer should directly employ or contract with an employee of Cartegraph without the prior written consent of Cartegraph.

## **17. Force Majeure.**

Neither party will be held responsible for failure or delay in the performance of any obligation under this Agreement, with the exception of the obligation to pay Fees, if such failure or delay is due to acts of God, war, terrorism, strikes, boycotts, labor disputes, fire or other loss of facilities, accident or any other cause beyond its control (each, a "Force Majeure"). If the performance of any obligation under this Agreement by either party is prevented, restricted or interfered with by reason of a Force Majeure event, the party whose performance is so affected, upon giving prompt notice to the other party, will be excused from such performance to the extent of such Force Majeure event, provided that the party so affected will take all reasonable steps to avoid or remove such causes of non-performance and will continue performance hereunder with dispatch whenever such causes are removed.

## **18. Notice.**

All notices, reports, consents, authorizations and approvals to be given by a party hereunder will be in writing and will either be via: (1) hand-delivery; (2) reputable overnight mail service; (3) facsimile transmission, provided that an original copy of a transmission will be delivered by some other means permitted under this Agreement; or (4) certified mail, return receipt requested, to the other party at its respective addresses set forth above. All notices will be effective upon receipt (or when delivery is refused), or 3 business days after being deposited in the mail as required above, whichever occurs sooner. Either party may change its address for notice by giving notice of the new address to the other party.

## **19. Additional Terms.**

Unless otherwise amended as provided herein, this Agreement will exclusively govern Customer's access to and use of the Solutions and all Services and is the complete and exclusive understanding and agreement between the parties, and supersedes any oral or written proposal, agreement or other communication between the parties. Except as expressly set forth in this Agreement, this Agreement may be modified or amended only in writing signed by both parties. If any provision of this Agreement is held to be unenforceable, that provision will be removed to the extent necessary to comply with the law, replaced by a provision that most closely approximates the original intent and economic effect of the original to the extent consistent with the law, and the remaining provisions will remain in full force. Neither this Agreement nor any rights or obligations of Customer hereunder may be assigned without the prior written approval of Cartegraph. Any assignment in violation of the foregoing will be null and void. Cartegraph may assign this Agreement to any party that assumes Cartegraph's obligations hereunder, including by sale, merger, consolidation, or operation of law or otherwise. Cartegraph may subcontract its obligations under this Agreement, provided that Cartegraph remains responsible for compliance with the applicable terms of this Agreement as to those obligations. The words "include," "includes" and

"including" means "include," "includes" or "including," in each case, "without limitation." All waivers under this Agreement must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion. The preprinted terms of a purchase order or any other similar document will not apply to or modify this Agreement. The parties hereto are independent parties, not agents, employees or employers of the other or joint venturers', and neither acquires hereunder any right or ability to bind or enter into any obligation on behalf of the other. In the event of any litigation or other proceeding between the parties relating to this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and other reasonable costs incurred in connection therewith and in pursuing collection, appeals, and other relief to which that party may be entitled. Customer gives Cartegraph permission to use Customer's name or logo for public press releases and customer stories.

Cartegraph provides the Solutions, including related software and technology, for federal government end use as a "Commercial Item" as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as those terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Solutions are provided to the Customer with only those restricted rights as provided under the terms and conditions of this Agreement. If a government agency has a need for rights not conveyed under these terms, it must negotiate with Cartegraph to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.



**Ordinance 28-2020:  
Approving a five-year agreement  
with Cartegraph Systems LLC for an  
enterprise asset management system**

City Council Meeting  
December 1, 2020

Keith Reester, Public Works Director





# Implementation Timeline

- Utilities Division - 2019
- Grounds Division - 2020
- Traffic Division - 2020
- Streets Division – 2021
- Fleet and Facilities Divisions have a separate software platform

# Budget & Cost Comparison

Contract Term	Year 1	Year 1	Year 3	Year 4	Year 5	Total
Annual Contract Option	\$54,021.37	\$56,722.44	\$59,558.56	\$62,536.49	\$65,633.31	\$298,472.17
5-year Contract Option	\$54,021.37	\$54,021.37	\$55,642.00	\$57,311.28	\$59,033.26	\$280,029.28

- Total savings of \$18,442.89 over 5 years

# Staff Recommendation

Staff recommends that City Council approve Ordinance 28-2020

**Questions?**



Staff Communication

---

**File #:** Ordinance 47-2020, **Version:** 2

---

Agenda Date: 12/01/2020

**Subject:**

Ordinance 47-2020: An ordinance on second reading amending Chapter 20, of Title 3, of the Littleton City Code regarding medical marijuana centers

Prepared by: Reid Betzing, City Attorney

**PURPOSE:**

To approve on second reading an ordinance amending Title 3, Chapter 20, of the Littleton City Code regarding medical marijuana centers.

**PRESENTATIONS:**

**Staff Presenter(s):** Reid Betzing, City Attorney and Colleen L. Norton, City Clerk

**Additional Presenter(s):** N/A

**SUMMARY:**

Citizen initiated ballot measure 300 went to the registered electors of the City of Littleton on November 3, 2020.

“Shall existing medical marijuana center licensees in the City of Littleton be permitted to sell retail marijuana on and after January 1, 2021?”

Election Results: Yes: 17,057 (64.8%)

No: 9,260 (35.1%)

In order to effectuate the vote of the citizens prior to January 1<sup>st</sup> it is necessary to make certain amendments to our licensing code concerning medical marijuana centers.

**PRIOR ACTIONS OR DISCUSSIONS:**

A study session occurred on November 10, 2020 to discuss and get direction on some of the changes that would need to occur.

This ordinance passed on first reading on November 17, 2020.

**ANALYSIS:**

Staff Analysis

Based on the passage of the ballot measure and subsequent discussion with Council two small amendments to

the existing ordinance were made.

The first change is confirming that in measuring the buffer zones, the City wanted to clarify that those measurements included locations out of the City limits.

Additionally, based upon direction that was received by a majority of Council, while Council did not want to add a definition of park that would address one of the locations which is non-conforming to our current business license buffer zones, a majority of Council wanted the one location to be allowed to operate retail from their existing location without changing buffering language.

As such, language was inserted to add a conforming section in terms of use and location to the ordinance.

Council Goal, Objective, and/or Guiding Principle

Littleton will remain ENGAGED and civic-minded in all matters affecting the direction and priorities of city government and the community.

Fiscal Impacts

N/A

Alternatives

Not make changes and risk costly litigation

**STAFF RECOMMENDATION:**

Staff recommends adopting the proposed ordinance changes to ensure that the City is following the will of the people as expressed in the vote for ballot measure 300.

**PROPOSED MOTION:**

I move to approve the ordinance on second reading amending Chapter 20, of Title 3, of the Littleton City Code regarding medical marijuana centers.

1 **CITY OF LITTLETON, COLORADO**

2  
3 **ORDINANCE NO. 47**

4  
5 **Series, 2020**

6  
7  
8 **AN ORDINANCE OF THE CITY OF LITTLETON,**  
9 **COLORADO, AMENDING CHAPTER 20, OF TITLE 3, OF**  
10 **THE CITY CODE REGULATING MEDICAL MARIJUANA**  
11 **CENTERS**

12  
13 **WHEREAS**, Article XVIII, Section 14 of the Colorado Constitution (Amendment  
14 20, the "Medical Marijuana Amendment") allows the use, acquisition, possession, production, or  
15 transportation of marijuana or related paraphernalia for medical use by patients and their primary  
16 caregivers; and

17  
18 **WHEREAS**, C.R.S. Section 44-10-301 specifically authorizes municipalities to  
19 adopt licensing procedures and requirements for medical marijuana licenses; and

20  
21 **WHEREAS**, on November 3, 2020, the Voters of the City of Littleton voted to  
22 allow existing medical marijuana facilities to sell retail marijuana; and

23  
24 **WHEREAS**, in order to accommodate and clarify the licensing requirements  
25 certain changes need to occur to the City's existing ordinances; and

26  
27 **WHEREAS**, the City of Littleton has a valid interest in regulating the licensing,  
28 zoning, and other impacts of medical marijuana centers in a manner consist with the health, safety  
29 and welfare of its citizens.

30  
31  
32 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF**  
33 **THE CITY OF LITTLETON, COLORADO, THAT:**

34  
35 **Section 1:** Littleton City Code Chapter 3, Section 20 is hereby amended as  
36 follows:

37  
38 **3-20-1: DEFINITIONS:**

39  
40 (A) As used in this chapter, the following words shall have the following meanings, unless the  
41 context clearly requires otherwise:

42 **AMENDMENT 20:** A voter initiated amendment to the Colorado constitution adopted  
43 November 7, 2000, codified as section 14 of article 18 to the Colorado constitution.

44 **APPLICANT:** A corporation, person or person(s) over eighteen (18) years of age who has  
45 submitted an application for a license pursuant to this chapter.

46 **APPLICATION:** An application for license submitted pursuant to this chapter.

47 **CITY:** The city of Littleton, Colorado.



48 CULTIVATION: The process by which a person promotes the germination and/or growth of a  
49 seed to a mature marijuana plant. Cultivation does not include the storing or watering of mature  
50 marijuana plants without the aid of grow lighting.

51 DAY: A calendar day, unless otherwise noted.

52 GOOD CAUSE: For the purpose of denying a license or renewal under this chapter:

53 1. The licensee has violated, does not meet, or has failed to comply with any of the terms,  
54 conditions or provisions of this chapter and any rule and regulation promulgated pursuant to this  
55 chapter or any state law or regulation or federal law except any federal law that conflicts with  
56 amendment 20;

57 2. The licensee has failed to comply with any special terms or conditions that were placed  
58 on its license at the time the license was issued, or that were placed on its license in prior  
59 disciplinary proceedings or that arose in the context of potential disciplinary proceedings; or

60 3. The licensee's medical marijuana center has been operated in a manner that adversely  
61 affects the public health, welfare or safety of the city. Evidence to support such a finding can  
62 include, but is not limited to:

63 (a) A continuing pattern of offenses against the public peace, as defined in title 6, chapter  
64 4 of this code;

65 (b) A continuing pattern of drug related criminal conduct within the premises of the  
66 medical marijuana center;

67 (c) A continuing pattern of criminal conduct directly related to or arising from the  
68 operation of the medical marijuana center;

69 (d) A felony associated with the center, one or more of its owner(s) or manager;

70 (e) Failure to provide correct information for each person required in subsection [3-20-](#)  
71 [3\(A\)](#) of this chapter;

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

73 LICENSE: A license to operate a medical marijuana center by the city pursuant to this chapter.

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

75 LOCAL LICENSING AUTHORITY OR AUTHORITY: The city council appointed board as  
76 defined in title 2, chapter 10 of this code.

77 MARIJUANA: Shall have the same definition as "cannabis" as set forth in section [6-4-1](#) of this  
78 code.

79 MEDICAL MARIJUANA: Marijuana that is grown and sold pursuant to this chapter and the  
80 provisions of Colorado state law.

81 MEDICAL MARIJUANA CENTER OR CENTER: A person licensed pursuant to this chapter to  
82 operate a business as described in Colorado Revised Statutes section ~~42-43.3-402-44-10-501~~ that  
83 sells medical marijuana to registered patients or primary caregivers as defined in section 14 of  
84 article XVIII of the state constitution, but is not a primary caregiver.

85 MEDICAL MARIJUANA INFUSED PRODUCT: A product infused with medical marijuana  
86 that is intended for use or consumption other than by smoking, including, but not limited to,  
87 edible products, ointments, and tinctures.

88 OPTIONAL PREMISES: The use of any property where the primary use is to grow or cultivate  
89 marijuana for a purpose authorized by section 14 of article XVIII of the state constitution. For  
90 the purposes of this section any use of a structure where more than twenty percent (20%) of the  
91 floor space or any outdoor grow is used to grow or cultivate marijuana shall constitute an  
92 optional premises.

93 PATIENT: Has the meaning provided in amendment 20 and any other related regulations  
94 promulgated by the state of Colorado.

95 PRIMARY CAREGIVER: Has the meaning provided in amendment 20 and any other related  
96 regulations promulgated by the state of Colorado.

97

98 (B) In addition to the definitions provided in subsection (A) of this section, the other defined  
99 terms in amendment 20 are incorporated into this chapter by reference. (Ord. 15, Series of 2010)

100

101 **3-20-2: LICENSE REQUIRED:**

102

103 No person shall operate a medical marijuana center within the city without a valid license issued  
104 in accordance with this chapter. Except as provided in subsection (A) of this section, it shall be  
105 unlawful to distribute, transmit, give, dispense or otherwise provide medical marijuana without a  
106 medical marijuana center license.

107 (A) A primary caregiver may dispense medical marijuana in accordance with applicable state  
108 and local law. (Ord. 15, Series of 2010)

109

110 **3-20-3: APPLICATION FOR LICENSE:**

111

112 (A) A person seeking to obtain a license pursuant to this chapter shall file an application with  
113 the city clerk. The form of the application shall be provided by the city clerk. In the case where  
114 there is more than one applicant or the applicant is a business entity, the applicant shall provide  
115 the name(s) of each natural person who owns five percent (5%) or more of the ownership interest  
116 in the entity.

117 (B) A license pursuant to this chapter does not eliminate the need for the licensee to obtain  
118 other required city licenses and permits related to the operation of the approved medical  
119 marijuana center, including, without limitation:

120 1. Any required land use approval, if applicable.

121 2. A city sales tax license.

122 3. A building permit, mechanical permit, plumbing permit, electrical or fire permit.

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

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

125 2. The street address, and unit number, if applicable, of the proposed medical marijuana  
126 center, and a complete description of the site drawn to scale for which the license is being  
127 obtained;

128 3. If the applicant is not the owner of the proposed location of the medical marijuana center,  
129 a notarized statement from the owner of such property authorizing the submission of the  
130 application;

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

132 5. A statement to be initialed by the applicant that the city accepts no legal liability in  
133 connection with the approval and subsequent operation of the medical marijuana center;

134 6. An acknowledgment that the city will conduct a background investigation as specified in  
135 this chapter;

136 7. Name and address of any manager of the medical marijuana center, if the manager is  
137 proposed to be someone other than the applicant;

138 — ~~8. A certified fingerprint based FBI identification record; and~~  
139 98. Any additional information that the city manager or designee reasonably determines to be  
140 necessary in connection with the investigation and review of the application.

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

142 (E) Applications shall only be accepted where the approval of the application would not be in  
143 conflict with section [3-20-35](#) or [3-20-17](#) of this chapter.

144 (F) Any application for a medical marijuana center shall be accompanied by the application  
145 fee.

146 (G) Applications may be amended to change corporate structure, registered manager, change  
147 of operation plan or modification of premises by submitting an amendment on a form approved  
148 by the city clerk. Such change would be subject to payment of any fee set by council and  
149 compliance with other terms of this chapter and chapter 2 of this title. (Ord. 15, Series of 2010)

150

151 **3-20-4: INVESTIGATION OF APPLICATION:**

152

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

- 156 1. The police department;  
157 2. The department of planning and development; and  
158 3. Any other person or agency which the city manager determines should properly  
159 investigate and comment upon the application.

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

162 (C) Within sixty (60) days of receipt of a completed application, those city departments and  
163 other referral agencies described in subsection (A) of this section shall provide the city clerk with  
164 comments concerning the application. (Ord. 15, Series of 2010)

165

166 **3-20-5: STANDARDS FOR ISSUANCE OF LICENSE:**

167

168 The licensing authority shall issue a license under this chapter when, from a consideration of the  
169 application and from such other information as may otherwise be obtained, the authority  
170 determines, by a preponderance of the evidence, that:

- 171 (A) The application is complete and signed by the applicant.  
172 (B) The applicant has paid the application fee and any other fees required.  
173 (C) The application does not contain a material falsehood or misrepresentation.  
174 (D) The application complies with all of the requirements of this chapter.  
175 (E) The applicant, any person with an ownership interest of five percent (5%) or greater or  
176 any manager have not previously been convicted of a felony violation.  
177 (F) The proposed location of the medical marijuana center is permitted. (Ord. 15, Series of  
178 2010)

179

180 **3-20-6: DENIAL OF LICENSE:**

181

182 (A) The licensing authority shall deny an application for a license under this chapter, if the  
183 authority determines that the applicant has failed to meet its burden, because:

184 1. Information contained in the application or supplemental information requested from the  
185 applicant is found to be false in any material respect; or

186 2. The application fails to meet any of the standards set forth in this chapter, including a  
187 finding of good cause.

188 (B) If an application is denied, the application fee shall not be refunded. (Ord. 15, Series of  
189 2010)

190

191 **3-20-7: AUTHORITY TO IMPOSE CONDITIONS ON LICENSE:**

192

193 The licensing authority shall have the authority to impose such reasonable terms and conditions  
194 on a license as may be necessary to protect the public health, safety and welfare, and to obtain  
195 compliance with the requirements of this chapter and applicable law. (Ord. 15, Series of 2010)

196

197 **3-20-8: DECISION BY LICENSING AUTHORITY:**

198

199 (A) The licensing authority shall approve, deny or conditionally approve an application within  
200 ninety (90) days of receipt by the city clerk of the completed application, unless the city or  
201 applicant is granted an extension by the authority. Any failure to act on the application within  
202 ninety (90) days shall result in the conditional approval of the license pending compliance with  
203 the terms of this chapter.

204 (B) If an application is denied, the licensing authority shall set forth in writing the grounds for  
205 denial.

206 (C) If an application is conditionally approved, the licensing authority shall set forth in  
207 writing the conditions of the approval.

208 (D) Upon the approval or conditional approval of a license, the licensee shall have five (5) days  
209 to remit the full annual license fee to the city clerk. Such fee must be paid prior to the issuance  
210 of the license. (Ord. 15, Series of 2010)

211

212 **3-20-9: CONTENTS OF LICENSE:**

213

214 (A) A license shall contain the following information:

215 1. The name of the licensee;

216 2. The date of the issuance of the license;

217 3. The address at which the licensee is authorized to operate the medical marijuana center;

218 4. Any special conditions of approval imposed upon the license; and

219 5. The date of the expiration of the license.

220 (B) A license must be signed by both the applicant and the chair of the licensing authority to  
221 be valid. (Ord. 15, Series of 2010)

222

223 **3-20-10: LICENSE NOT TRANSFERABLE; EXCEPTIONS:**

224 A license is nontransferable and nonassignable. Any attempt to transfer or assign a license voids  
225 the license. Notwithstanding the foregoing, a transfer of a license shall be permitted in the  
226 following circumstance:

227 (A) The transferee applies for and receives approval for a new license, conditioned upon  
228 relinquishment of the transferor's license; and

229 (B) The license transfer location is permitted under section [3-20-17](#) of this chapter, without  
230 the exception provided for in section [3-20-35](#) of this chapter. (Ord. 24, Series of 2014)

231

232 **3-20-11: NOTICE OF ISSUANCE OF LICENSE:**

233

234 Upon the issuance of a license, the city clerk shall send a copy of the license to the city council  
235 and any department designated by the city manager. (Ord. 15, Series of 2010)

236

237 **3-20-12: DURATION OF LICENSE; RENEWAL:**

238

239 (A) Each license issued pursuant to this chapter shall be valid for one year from the date of  
240 issuance, and may be renewed as provided in this chapter and chapter 2 of this title.

241 (B) An application for the renewal of an existing license shall be made to the city clerk not  
242 less than ninety (90) days prior to the date of expiration. No application for renewal shall be  
243 accepted by the city clerk after the date of expiration.

244 (C) The applicant shall, at the time of an application to renew a license, not be delinquent on  
245 any applicable city fees or taxes.

246 (D) At the time of the filing of an application for the renewal of an existing license, the  
247 applicant shall pay an annual license fee in an amount fixed by resolution by the city council.

248 (E) The licensing authority may refuse to renew a license for good cause. For purposes of this  
249 section the burden shall be upon the city by a preponderance of the evidence to show good  
250 cause exists to deny the renewal application. (Ord. 15, Series of 2010)

251

252 **3-20-13: DUTIES OF LICENSEE:**

253

254 It is the duty and obligation of each licensee to do the following:

255 (A) Comply with all the terms and conditions of the license, and any special conditions on the  
256 license; and

257 (B) Comply with all of the requirements of this chapter; and

258 (C) Comply with all other applicable city ordinances; and

259 (D) Comply with all state laws and administrative regulations pertaining to the medical use of  
260 marijuana; and

261 (E) Comply with all applicable federal laws, rules or regulations, other than a federal law, rule  
262 or regulation concerning the possession, sale or distribution of marijuana that conflicts with  
263 amendment 20; and

264 (F) Take all reasonable steps to discourage and correct objectionable conditions that  
265 constitute a nuisance in parking areas, sidewalks, alleys and areas surrounding the premises and  
266 adjacent properties during business hours, if related to the patrons of the center; and

267 (G) Permit inspection of its records and operation, except for information required to be  
268 private pursuant to amendment 20, by the city manager or designee for the purpose of  
269 determining the licensee's compliance with the terms and conditions of the license; and

270 (H) Ensure the center may have on site only an amount of marijuana not in excess of the  
271 amount authorized by amendment 20 and any other state law or administrative regulation; and

272 (I) Ensure that any disposal of medical marijuana or medical marijuana infused products is  
273 done in accordance with applicable state and local laws. (Ord. 15, Series of 2010)  
274

275 **3-20-14: POSTING OF LICENSE:**  
276

277 A license shall be posted continuously in a conspicuous public location at the medical marijuana  
278 center. (Ord. 15, Series of 2010)  
279

280 **3-20-15: SUSPENSION OR REVOCATION OF LICENSE:**  
281

282 (A) A license issued pursuant to this chapter may be suspended or revoked by the licensing  
283 authority for any of the following reasons:

284 1. Fraud, misrepresentation, or a false statement of material fact contained in the license  
285 application;

286 2. A violation of any city, state or federal law or regulation, other than federal law or  
287 regulation concerning the production, transportation, possession, sale or distribution of marijuana  
288 that conflicts with amendment 20;

289 3. A violation of any of the terms and conditions of the license, including any special  
290 conditions of approval imposed upon the license;

291 4. A violation of any of the provisions of this chapter;

292 5. Cessations of operations at the medical marijuana center for more than thirty (30) days;

293 6. For any reason set forth in chapter 2 of this title.

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

298 (C) A hearing shall then be scheduled before the licensing authority within forty-five (45)  
299 days of the notice of the show cause order. Such hearing may be continued for good cause.

300 1. The burden of proof at the hearing shall be on the city.

301 2. If the authority finds by a preponderance of the evidence that the allegations in the show  
302 cause order are sustained, the authority shall issue such order in writing to the licensee within ten  
303 (10) days.

304 3. Upon a finding sustaining the show cause, the authority shall have the power to revoke,  
305 suspend and/or place additional reasonable conditions on the license. (Ord. 15, Series of 2010)  
306  
307

308 **3-20-16: LIMITATION ON DELIVERY:**

309 (A) Each medical marijuana center shall be operated from a permanent location. No medical  
310 marijuana center shall be permitted to deliver or operate from a movable, mobile or  
311 transitory location. (Ord. 15, Series of 2010)  
312

313 **3-20-17: PROHIBITED LOCATIONS; PERMANENT LOCATION REQUIRED:**  
314

315 Prior to the issuance of a license for a medical marijuana center, the licensing authority shall  
316 determine whether the proposed location of the medical marijuana center complies with the

317 requirements of this section. Failure to comply with the requirements of this section shall  
318 preclude issuance of a license.

319 (A) No medical marijuana center shall be located at the following locations:

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

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

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

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

326 5. Within one thousand feet (1,000') of any other medical marijuana center;

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

328 (B) The distances described in subsection (A) of this section shall be computed by direct  
329 measurement from the nearest property line of the land used for the above purposes the nearest  
330 portion of the building housing the medical marijuana center, using a straight line. THIS  
331 MEASUREMENT INCLUDES LOCATIONS OUTSIDE OF CITY LIMITS.

332 (C) The suitability of a location for a medical marijuana center shall be determined at the time  
333 of the issuance of the first license for such center. The fact that changes in the neighborhood  
334 occur after the issuance of the first license might render the site unsuitable for a medical  
335 marijuana center under this section shall not be grounds to suspend, revoke or refuse to renew  
336 the license for such center so long as the license for the center remains in effect.

337 (D) It shall be unlawful for any person to distribute, transmit, give, dispense or otherwise  
338 provide medical marijuana as a home occupation. (Ord. 15, Series of 2010)

339 (E) THE THREE EXISTING MEDICAL MARIJUANA CENTERS LICENSED IN THE CITY  
340 AT THEIR CURRENT LOCATIONS AS OF THE ADOPTION OF THIS SUBSECTION ARE  
341 DEEMED TO BE CONFORMING IN USE AND LOCATION.

342

343 **3-20-18: HOURS OF OPERATION:**

344

345 A medical marijuana center may open no earlier than nine o'clock (9:00) A.M. and shall close no  
346 later than seven o'clock (7:00) P.M. the same day. A medical marijuana center may be open  
347 seven (7) days a week. (Ord. 15, Series of 2010)

348

349 **3-20-19: SIGNAGE:**

350

351 All signage for a medical marijuana center shall comply with the requirements of this code. (Ord.  
352 7, Series of 2016)

353

354 **3-20-20: ON SITE CONSUMPTION:**

355

356 The consumption, inhalation or other use of marijuana on or within the premises of a medical  
357 marijuana center is prohibited. (Ord. 15, Series of 2010)

358

359 **3-20-21: ON SITE CULTIVATION:**

360

361 The growing, cultivation or processing of marijuana on the premises of a medical marijuana  
362 center is limited to twenty percent (20%) of the floor space. (Ord. 15, Series of 2010)

363

364 **3-20-22: PARAPHERNALIA:**

365

366 Paraphernalia as defined in section [6-4-1](#) of this code may lawfully be sold at a medical  
367 marijuana center. Such items may not be publicly displayed and may be sold, displayed and  
368 provided only to patients or primary caregivers of patients who have designated the licensee as  
369 the primary caregiver. (Ord. 15, Series of 2010)

370

371 **3-20-23: AGE RESTRICTIONS:**

372

373 No person under the age of eighteen (18) shall be allowed in any portion of a medical marijuana  
374 center. The entrance to a center shall be clearly and legibly posted with notice indicating that  
375 persons under the age of eighteen (18) are precluded from entering the premises. (Ord. 15, Series  
376 of 2010)

377

378 **3-20-24: LEDGER REQUIRED:**

379

380 A licensee shall keep a ledger, for three (3) years from the creation of the record, which shall  
381 record the following information, and which shall be made available to the city upon demand:

382 (A) The quantities of medical marijuana dispensed in each transaction;

383 (B) The type of medical marijuana dispensed;

384 (C) The total amount paid by the patient or primary caregiver for the transaction for each of  
385 the goods and services provided, before relevant taxes;

386 (D) The patient identifying information permitted by law;

387 (E) Confirmation that the employee confirmed the identity of the patient or primary caregiver  
388 receiving the medical marijuana with a valid state issued identification;

389 (F) The date and time dispensed. (Ord. 15, Series of 2010)

390

391

392 **3-20-25: PACKAGING AND LIMITATIONS ON QUANTITY DISPENSED:**

393

394 A medical marijuana center may not dispense more than two (2) ounces of a usable form of  
395 medical marijuana and six (6) marijuana plants, three (3) or fewer of which may be mature  
396 flowering plants per patient, per day. All marijuana sold or otherwise distributed shall be in a  
397 sealed container. Such packaging shall have a label that indicates the quantity and advises the  
398 purchaser that the marijuana is intended for use solely by the patient, and that any resale or  
399 redistribution to any third person is a criminal violation. (Ord. 15, Series of 2010)

400

401 **3-20-26: SECURITY REQUIREMENTS:**

402

403 A licensee shall provide adequate security on the premises of a medical marijuana center  
404 including, but not limited to, the following:



405 (A) Surveillance: Security surveillance cameras installed to monitor each entrance to the  
406 center along with the interior and exterior of the premises to discourage and to facilitate the  
407 reporting and investigation of criminal acts and nuisance activities occurring at the premises.  
408 Security video shall be preserved for at least ninety (90) days by the licensee, and be made  
409 available to law enforcement officers upon demand.

410 (B) Inventory: All salable inventory of marijuana must be kept and stored in a secured, locked  
411 manner.

412 (C) Safe: A locking safe or secure vault permanently affixed or built into the premises to store  
413 any currency on site.

414 (D) Lighting: Exterior lighting that illuminates the exterior walls of the business.

415 (E) Alarm System: Professionally monitored robbery alarm and burglary alarm systems shall  
416 be installed and maintained in good working condition within the center at all times.

417 (F) Emergency Contact: A licensee shall provide the chief of police with the name, cellphone  
418 number, and facsimile number of an on site community relations staff person to whom the city  
419 may provide notice of any operating problems associated with the center.

420 (G) Access: Only a qualified patient or primary caregiver shall be permitted in the designated  
421 dispensing area along with center personnel. (Ord. 15, Series of 2010)

422

423 **3-20-27: OPERATING PLANS:**

424

425 In connection with the license application, the applicant shall provide a detailed operations plan  
426 and, upon issuance of a license, shall operate the center in accordance with the plan. Such plan  
427 shall include:

428 (A) Floor Plan: A plan showing the layout of the center and the principal uses of the floor  
429 area depicted. A center shall have a lobby waiting area at the entrance to the center to receive  
430 clients, and a separate and secure designated area for dispensing medical cannabis to qualified  
431 patients or designated primary caregivers. The primary entrance of any stand alone facility shall  
432 be located and maintained clear of barriers, landscaping and similar obstructions so that it is  
433 clearly visible from public streets, sidewalks or site driveways.

434 (B) Storage: A center shall provide a storage plan in compliance with subsection [3-20-26\(B\)](#)  
435 of this chapter.

436 (C) Security Plans: A center shall provide a security plan in compliance with section [3-20-26](#)  
437 of this chapter.

438 (D) Lighting Plan: A center shall provide a lighting plan in accordance with this code. Such  
439 plan shall also include any illumination for the purposes of cultivation and any mitigation  
440 controls to lessen adverse impacts to the surrounding properties.

441 (E) Odor Controls: A center shall provide a plan for the mitigation and control of odors and  
442 other environmental impacts which may emanate from the center. Such plan shall describe the  
443 ventilation system for the premises.

444 (F) Product And Service Description: A description of the products and services to be  
445 provided by the center. (Ord. 15, Series of 2010)

446

447 **3-20-28: SALES TAX LICENSE REQUIRED:**

448

449 At all times while a license is in effect the licensee shall possess a valid sales tax license issued  
450 under this code. (Ord. 15, Series of 2010)

451

452 **3-20-29: TAXES:**

453

454 Each licensee shall pay sales tax on all medical marijuana, paraphernalia and other tangible  
455 personal property sold by the licensee at the medical marijuana center. (Ord. 15, Series of 2010)

456

457 **3-20-30: NO WAIVER OF GOVERNMENTAL IMMUNITY:**

458

459 In adopting this chapter the city council is relying on and does not waive or intend to waive any  
460 provision of this chapter, the monetary limitations or any other rights, immunities and  
461 protections provided by the Colorado governmental immunity act, section 24-10-101 et seq.,  
462 Colorado Revised Statutes, as from time to time amended, or any other limitation, right,  
463 immunity, or protection otherwise available to the city, its officers or its employees. (Ord. 15,  
464 Series of 2010)

465

466 **3-20-31: NO CITY LIABILITY:**

467

468 By accepting a license issued pursuant to this chapter, a licensee releases the city, its officers,  
469 elected officials, employees, attorneys and agents from any liability for injuries, damages or  
470 liabilities of any kind that result from any arrest or prosecution of center owners, operators,  
471 employees, clients or customers for a violation of city, state or federal laws, rules or regulations.  
472 The city manager may require a licensee to execute a written instrument confirming the  
473 provisions of this chapter. (Ord. 15, Series of 2010)

474

475 **3-20-32: INDEMNIFICATION OF CITY:**

476

477 By accepting a license issued pursuant to this chapter a licensee, jointly and severally, if more  
478 than one, agrees to indemnify and defend the city, its officers, elected officials, employees,  
479 attorneys, agents, insurers, and self-insurance pool against all liability, claims and demands, on  
480 account of injury, loss or damage, including, without limitation, claims arising from bodily  
481 injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any  
482 kind whatsoever, which arise out of or are in any manner connected with the operation of the  
483 medical marijuana center that is the subject of the license. The licensee further agrees to  
484 investigate, handle, respond to, and to provide defense for and defend against, any such liability,  
485 claims, or demands at its expense, and to bear all other costs and expenses related thereto,  
486 including court costs and attorney fees. The city manager may require a licensee to execute a  
487 written instrument confirming the provisions of this chapter. (Ord. 15, Series of 2010)

488

489 **3-20-33: OTHER LAWS REMAIN APPLICABLE:**

490

491 The provisions of this chapter do not protect licensees, operators, employees, customers and  
492 clients of a permitted medical marijuana center from prosecution pursuant to any laws that may  
493 prohibit cultivation, sales, use or possession of controlled substances. In addition, as of the date

494 of the adoption of this chapter the cultivation, sale, possession, distribution and use of marijuana  
495 remain violations of federal and state law (except for conduct covered by amendment 20), and  
496 this chapter affords no protection against prosecution under such federal and state laws.  
497 Licensees, operators, employees, customers and clients of a permitted medical marijuana center  
498 assume any and all risk and any and all liability arising or resulting from the operation of the  
499 center under any city, state or federal law. Further, to the greatest extent permitted by law, any  
500 actions taken under the provisions of this chapter by any public officer or officers, elected or  
501 appointed officials, employees, attorneys and agents of the city shall not become a personal  
502 liability of such person of the city. (Ord. 15, Series of 2010)  
503

504 **3-20-34: PROHIBITED FACILITIES:**  
505

506 Optional premises cultivation operations, outdoor cultivation and medical marijuana infused  
507 products manufacturing are prohibited uses in any zone district in the city. (Ord. 15, Series of  
508 2010)

509 **3-20-35: LIMITATION ON NUMBER AND SIZE:**  
510

511 There shall be no more than four (4) centers licensed in the city. Centers shall be limited to a  
512 floor plan of two thousand (2,000) square feet.

513 Any licensee previously licensed as a medical marijuana dispensary shall be exempt from the  
514 distance limitations in subsection [3-20-17\(A\)](#) of this chapter. Medical marijuana dispensary  
515 licenses issued prior to June 30, 2010, shall be reissued as medical marijuana center licenses  
516 upon a finding by the licensing authority of compliance with all the requirements of this section.  
517 Such finding of approval or denial shall be made within sixty (60) days of the effective date  
518 hereof. (Ord. 15, Series of 2010)  
519

521 **Section 2:** Severability. If any part, section, subsection, sentence, clause or  
522 phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the  
523 validity of the remaining sections of this ordinance. The City Council hereby declares that it would  
524 have passed this ordinance, including each part, section, subsection, sentence, clause or phrase  
525 hereof, irrespective of the fact that one or more parts, sections, subsections, sentences, clauses or  
526 phrases may be declared invalid.  
527

528 **Section 3:** Repealer. All ordinances or resolutions, or parts thereof, in conflict  
529 with this ordinance are hereby repealed, provided that this repealer shall not repeal the repealer  
530 clauses of such ordinance nor revive any ordinance thereby.  
531

532  
533 INTRODUCED AS A BILL at a regularly scheduled meeting of the City Council

534 of the City of Littleton on the 17<sup>th</sup> day of November, 2020, passed on first reading by a vote of 7

535 FOR and 0 AGAINST; and ordered published by posting at Littleton Center, Bemis Library, the

536 Municipal Courthouse and on the City of Littleton Website.

PUBLIC HEARING on the Ordinance to take place on the 1<sup>st</sup> day of December, 2020, in the Council Chamber<sup>1</sup>, 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 1<sup>st</sup> day of December, 2020 and ordered published by posting at Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

ATTEST:

\_\_\_\_\_  
Colleen L. Norton  
CITY CLERK

\_\_\_\_\_  
Jerry Valdes  
MAYOR

APPROVED AS TO FORM:

\_\_\_\_\_  
Reid Betzing  
CITY ATTORNEY



<sup>1</sup> Due to COVID19, the City of Littleton is providing virtual coverage of city council meetings to protect the health of citizens, council members and staff. Meetings will not be held in the council chamber until further notice.



# Medical Marijuana Centers and Retail Marijuana Ordinance Changes

Reid Betzing, City Attorney  
December 1, 2020

# Ballot Question 300 – Retail Marijuana

A citizen initiative that gathered enough signatures to qualify for the ballot that will allow existing medical marijuana center licensees in the City of Littleton to sell retail marijuana on and after January 1, 2021.

## Initiated Ballot Question 300 - Retail Marijuana

Yes: 17,057 (64.8%)

No: 9,260 (35.1%)

# November 10<sup>th</sup> Study Session

- On November 10<sup>th</sup>, City Council had a study session to discuss this ballot measure and to provide direction on the following:

## 1. Did City Council wish to clarify or amend the buffer zones?

- Council direction was to not amend the buffer zones or add a definition of park/public park, but wished to allow the existing locations to convert

# November 10<sup>th</sup> Study Session Cont.

2. Did City Council wish to add additional retail marijuana locations outside of the 3 that the voters approved?
  - Direction: Council did not express an interest in having more than 3 retail at this time.



## 3-20-1 Medical Marijuana Center Changes

- Clarified that buffer zone calculations included locations outside the City.
- Clarified that the existing Medical Marijuana Centers at their present locations were in conformance to the licensing code and land use code.

## 3-21-1 Retail Marijuana Changes

- Removed prohibition on retail.
- Added licensing requirements for the 3 medical marijuana centers that would be allowed to either sell both retail or medical or transfer to just retail.
- Added clarification on the transfer of licenses should an existing licensee wish to transfer their license.

QUESTIONS?



# Council Meeting Agenda Item Comment

Littleton Center  
2255 W. Berry Avenue  
Littleton, CO 80120

**Date Submitted:**

**December 1, 2020 01:48 PM**

---

Council meeting date:

**12/01/2020**

Council agenda item number:

**8 (c)**

---

Name

**Stan Zislis**

Email address

**stanz@silverstemcannabis.com**

Neighborhood

**Ketring Park**

---

Position

**I support the issue**

---

**Comments:**

I do not live in Littleton, but my medical marijuana center is located in the Ketring Park neighborhood at 1086 W Littleton Blvd.

We'd like to support our patient community and ask that Littleton update its regulations to allow medical patients to purchase more than 2 ounces if they have certification to do so from a physician. This is something that's allowed by the Marijuana Enforcement Division at the state level and it will help protect our patients, especially during COVID, as it would help them limit the number of trips needed to pick up their medicine. The fewer times these high-risk individuals have to come see us the better.

We would also like to ask the council to reconsider the current 2000 sf limit placed on the medical marijuana centers by the City. With retail MJ sales being approved by the voters, having an ability to expand the medical sales area will provide for continued social distancing and ability to serve more patients in an efficient and uninterrupted way.



Staff Communication

---

**File #:** Ordinance 48-2020, **Version:** 2

---

Agenda Date: 12/01/2020

**Subject:**

Ordinance 48-2020: An ordinance on second reading amending Chapter 21, of Title 3, of the Littleton City Code regarding retail marijuana establishments

Prepared by: Reid Betzing, City Attorney

**PURPOSE:**

To approve on second reading an ordinance amending Chapter 21, of Title 3, of the Littleton City Code regarding retail marijuana establishments.

**PRESENTATIONS:**

**Staff Presenter(s):** Reid Betzing, City Attorney and Colleen L. Norton, City Clerk

**Additional Presenter(s):** N/A

**SUMMARY:**

Citizen initiated ballot measure 300 went to the registered electors of the City of Littleton on November 3, 2020.

“Shall existing medical marijuana center licensees in the City of Littleton be permitted to sell retail marijuana on and after January 1, 2021?”

Election Results: Yes: 17,057 (64.8%)

No: 9,260 (35.1%)

In order to effectuate the vote of the citizens prior to January 1<sup>st</sup> it is necessary to make certain amendments to our licensing code concerning retail marijuana establishments.

**PRIOR ACTIONS OR DISCUSSIONS:**

A study session occurred on November 10, 2020 to discuss and get direction of some of the changes that would need to occur.

This ordinance passed on first reading on November 17, 2020.

**ANALYSIS:**

Staff Analysis

Based on the passage of the ballot measure amendments to the existing retail marijuana ordinance need to

occur.

Currently, retail marijuana establishments are not allowed pursuant to the City's Code, nor is there any licensing procedure. The changes proposed to Chapter 21 of Title 3 are in many respects the same applicable provisions to medical marijuana centers.

Key changes: MMC's seeking to do both retail and medical in their existing locations are deemed in conformance with existing business licensing code as well as by use.

Added licensing clarification that allows a licensee to transfer their license.

Council Goal, Objective, and/or Guiding Principle

Littleton will remain ENGAGED and civic-minded in all matters affecting the direction and priorities of city government and the community.

Fiscal Impacts

The allowance of retail marijuana establishments has been posited to generate additional sales tax revenue for the City.

Alternatives

To not amend the City Code which would put the City at high risk of litigation and at risk for having no regulations in place by January 1, 2021.

**STAFF RECOMMENDATION:**

Staff believes the proposed changes are necessary to effectuate the vote of the people.

**PROPOSED MOTION:**

I move to approve the ordinance on second reading amending sections of Chapter 21, of Title 3, of the Littleton City Code regarding retail marijuana establishments.

1 CITY OF LITTLETON, COLORADO

2  
3 ORDINANCE NO. 48

4  
5 Series, 2020

6  
7  
8 AN ORDINANCE OF THE CITY OF LITTLETON,  
9 COLORADO, AMENDING CHAPTER 21, OF TITLE 3, OF  
10 THE CITY CODE REGULATING THE SALE OF RETAIL/  
11 RECREATIONAL, MARIJUANA AND PROHIBITING  
12 OPTIONAL PREMISES CULTIVATION OPERATIONS  
13 AND MANUFACTURING OPERATIONS  
14

15 WHEREAS, on November 3, 2020, the registered electors of the City of Littleton  
16 voted to pass an initiated ballot question permitting those already licensed in the city as a medical  
17 marijuana dispensary to begin selling retail marijuana on and after January 1, 2021; and  
18

19 WHEREAS, Amendment 64, codified in Section 16 of Article XVIII of the  
20 Colorado Constitution, permits adults over the age of twenty-one (21) to use, possess, and cultivate  
21 limited amounts of marijuana pursuant to the restrictions therein and permits the state and local  
22 governments to license and regulate retail marijuana establishments to grow, sell, produce, and  
23 test marijuana and marijuana products for consumers; and  
24

25 WHEREAS, the Colorado General Assembly enacted the Colorado Retail  
26 Marijuana Code, codified in Article 10 of Title 44, C.R.S., as subsequently amended, to further  
27 license and regulate retail marijuana establishments; and  
28

29 WHEREAS, Amendment 64 and the Colorado Retail Marijuana Code, as  
30 amended, allow local governments to regulate the time, place, manner, and number of retail  
31 marijuana establishments in their community; and  
32

33 WHEREAS, the city has a valid interest in regulating licensing, zoning, and other  
34 impacts regarding the retail/recreational sale of marijuana in a manner consistent with the health,  
35 safety, and welfare of its citizens.  
36

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

39  
40 Section 1: Littleton City Code Chapter 3, Section 21 is hereby amended as  
41 follows:  
42

43 **3-21-1: DEFINITIONS:**

44 As used in this chapter, the following words shall have the following meanings, unless the  
45 context clearly requires otherwise:  
46

47 APPLICANT: A CORPORATION, PARTNERSHIP, ASSOCIATION, LIMITED LIABILITY

48 COMPANY, PERSON OR PERSON(S) OVER TWENTY-ONE (21) YEARS OF AGE WHO  
49 HAS SUBMITTED AN APPLICATION FOR A LICENSE PURSUANT TO THIS CHAPTER.

50

51 CITY: The City of Littleton, Colorado.

52

53 COLORADO MARIJUANA CODE: ARTICLE 10 OF TITLE 44, C.R.S., AND ANY RULES  
54 OR REGULATIONS PROMULGATED THEREUNDER.

55

56 FEES: FEES THAT MUST BE PAID BY A LICENSEE FOR THE COSTS OF  
57 ADMINISTERING AND ENFORCING THIS CHAPTER.

58

59 LICENSE: A LICENSE TO OPERATE A RETAIL MARIJUANA STORE ISSUED BY THE  
60 CITY PURSUANT TO THIS CHAPTER.

61

62 LICENSED PREMISES: THE PREMISES SPECIFIED IN AN APPLICATION FOR A  
63 LICENSE PURSUANT TO THIS CHAPTER AND THE COLORADO MARIJUANA CODE  
64 WHICH IS OWNED OR IN LEGAL POSSESSION OF LICENSEE AND WITHIN WHICH  
65 THE LICENSEE IS AUTHORIZED TO SELL MARIJUANA IN ACCORDANCE WITH  
66 PROVISIONS OF THIS CHAPTER, THE COLORADO MARIJUANA CODE, AND  
67 AMENDMENT 64.

68

69 LICENSEE: A PERSON TO WHOM A LICENSE HAS BEEN ISSUED PURSUANT TO THIS  
70 CHAPTER.

71

72 LOCAL LICENSING AUTHORITY OR AUTHORITY: THE CITY COUNCIL APPOINTED  
73 BOARD DEFINED IN TITLE 2, CHAPTER 10 OF THIS CODE.

74

75 LOCATION: A PARTICULAR PARCEL OF LAND THAT IS IDENTIFIED BY THE CITY AS  
76 A ZONE LOT AND INCLUSIVE OF ALL STRUCTURES THEREON. TO THE EXTENT  
77 THAT A LOCATION CONSISTS OF SEPARATE STREET ADDRESSES, UNITS, SUITES,  
78 ROOMS, OR OTHER SIMILAR DESCRIPTOR, THE LOCATION SHALL NEVERTHELESS  
79 BE COUNTED AS ONE (1) LOCATION FOR THE PURPOSES OF THIS CHAPTER AND  
80 TITLE 3, CHAPTER 20 OF THIS CODE.

81

82 MARIJUANA: Shall have the same definition as "cannabis" as set forth in section 6-4-1 of this  
83 code.

84

85 MARIJUANA ACCESSORIES: SHALL HAVE THE MEANING ASSIGNED TO IT IN THE  
86 COLORADO MARIJUANA CODE.

87

88 MEDICAL MARIJUANA CENTER: SHALL HAVE THE SAME DEFINITION AS SET  
89 FORTH IN TITLE 3, CHAPTER 20 OF THIS CODE AND SHALL INCLUDE THE THREE (3)  
90 EXISTING MEDICAL MARIJUANA CENTERS LICENSED AND AUTHORIZED  
91 PURSUANT TO CHAPTER 20 AND THIS CHAPTER. AS THE CONTEXT REQUIRES, THE  
92 TERM MEDICAL MARIJUANA CENTER SHALL ALSO MEAN A MEDICAL MARIJUANA



93 STORE AS DEFINED IN THE COLORADO MARIJUANA CODE.

94

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

98

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

102

103 RETAIL MARIJUANA PRODUCT MANUFACTURING FACILITY: An entity licensed to  
104 purchase marijuana; manufacture, prepare, and package marijuana products; and sell marijuana  
105 and marijuana products to other marijuana product manufacturing facilities and to retail  
106 marijuana stores, but not to consumers.

107

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

111

112 RETAIL MARIJUANA TESTING FACILITY: An entity licensed to analyze and certify the  
113 safety and potency of marijuana.

114

115 STATE LICENSING AUTHORITY: The executive director of the department of revenue or the  
116 deputy director of the department of revenue as set forth in Colorado Revised Statutes ~~12-43.4-~~  
117 ~~201.~~ 44-10-201.

118

119 ~~**3-21-2: RETAIL MARIJUANA ESTABLISHMENTS PROHIBITED:**~~

120 ~~It is unlawful for any person to operate, cause to be operated, or permit to be operated, any  
121 marijuana cultivation facility, marijuana product manufacturing facility, marijuana testing  
122 facility, and retail marijuana store within the city, and all such uses are hereby prohibited in any  
123 location within the city, or within any area hereinafter annexed to the city. (Ord. 13, Series of  
124 2014)~~

125

126 **3-21-2: LICENSE REQUIRED:**

127

128 THE THREE EXISTING MEDICAL MARIJUANA CENTER LICENSEES AS OF  
129 NOVEMBER 3, 2020, MAY APPLY FOR A RETAIL MARIJUANA STORE LICENSE. THE  
130 CURRENT LOCATIONS OF ALL THREE EXISTING MEDICAL MARIJUANA CENTERS  
131 SHALL BE DEEMED TO BE IN CONFORMANCE WITH ALL BUFFERING  
132 REQUIREMENTS AS CURRENTLY SET FORTH IN THIS CHAPTER.

133

134 (A) NO PERSON SHALL SELL OR OTHERWISE DISTRIBUTE FOR REMUNERATION  
135 ANY MARIJUANA OR MARIJUANA PRODUCTS FOR NON-MEDICAL USE IN  
136 THE CITY WITHOUT A VALID LICENSE ISSUED IN ACCORDANCE WITH THIS  
137 CHAPTER AND THE COLORADO MARIJUANA CODE. MEDICAL MARIJUANA

138 CENTER LICENSING REQUIREMENTS ARE FOUND IN CHAPTER 20 OF THIS  
139 TITLE.

140  
141 (B) SUBSECTION 3-21-2(A) SHALL NOT APPLY TO AN INDIVIDUAL TWENTY-ONE  
142 (21) YEARS OF AGE OR OLDER ACTING LAWFULLY IN CONFORMANCE WITH  
143 AMENDMENT 64.

144  
145 (C) ANY REQUIREMENTS SET FORTH IN THIS CHAPTER SHALL BE IN ADDITION  
146 TO, AND NOT IN LIEU OF, ANY OTHER REQUIREMENTS IMPOSED BY ANY  
147 STATE OR LOCAL LAW.

148  
149 **~~3-21-3: POINT OF CONTACT FOR STATE LICENSING AUTHORITY:~~**  
150 ~~The city clerk is authorized to receive and deny applications for retail marijuana establishments~~  
151 ~~in the city and to notify the state licensing authority of such denial, based upon the prohibition of~~  
152 ~~retail marijuana establishments in the city as provided for in this chapter. The city clerk shall be~~  
153 ~~the primary point of contact for the state licensing authority on matters related to retail marijuana~~  
154 ~~establishments. (ord. 13, series of 2014)~~

155  
156 **3-21-3: APPLICATION FOR LICENSE:**

157  
158 (A) AN EXISTING MEDICAL MARIJUANA CENTER LICENSEE, LICENSED AS OF  
159 THE ADOPTION OF THIS SECTION, THAT APPLIES FOR A RETAIL  
160 MARIJUANA STORE LICENSE AT ITS EXISTING LOCATION SHALL NOT BE  
161 SUBJECT TO A PUBLIC HEARING.

162  
163 (B) AN APPLICATION FOR A LICENSE UNDER THIS CHAPTER SHALL CONTAIN  
164 ALL OF THE INFORMATION REQUIRED IN SECTION 3-20-3 AS WELL AS:

- 165  
166 1. IF THE OWNER IS A PARTNERSHIP, ASSOCIATION OR LIMITED LIABILITY  
167 COMPANY, THE NAMES, SOCIAL SECURITY NUMBERS, AND ADDRESSES  
168 OF EACH PARTNER, MEMBER OR PERSON HOLDING SUCH FINANCIAL  
169 INTEREST IN THE PARTNERSHIP, ASSOCIATION OR LIMITED LIABILITY  
170 COMPANY AS REQUIRED PURSUANT TO THE COLORADO MARIJUANA  
171 CODE AND THE RULES AND REGULATIONS PROMULGATED THERETO  
172 BY THE STATE LICENSING AUTHORITY;
- 173 2. IF THE OWNER IS A CORPORATION, THE NAMES, SOCIAL SECURITY  
174 NUMBERS, AND ADDRESSES OF EACH OFFICER OR DIRECTOR OF THE  
175 CORPORATION, AND EACH PERSON HOLDING SUCH FINANCIAL  
176 INTEREST IN THE CORPORATION AS REQUIRED PURSUANT TO THE  
177 COLORADO MARIJUANA CODE AND THE RULES AND REGULATIONS  
178 PROMULGATED THERETO BY THE STATE LICENSING AUTHORITY; AND
- 179 3. THE STATE AND CITY SALES TAX NUMBERS FOR THE RETAIL  
180 MARIJUANA STORE.

181  
182 (C) TO THE EXTENT ANY ADDITIONAL APPLICATION MATERIALS HAVE BEEN

183 INCLUDED WITH THE APPLICANT'S STATE LICENSE APPLICATION AND  
184 FORWARDED TO THE CITY BY THE STATE LICENSING AUTHORITY, THE  
185 CITY MAY RELY UPON THE INFORMATION FORWARDED FROM THE STATE  
186 WITHOUT REQUIRING RESUBMITTAL OF THE SAME MATERIALS IN  
187 CONJUNCTION WITH THE LOCAL LICENSE APPLICATION.  
188

189 **3-21-4: INVESTIGATION OF APPLICATION:**

190  
191 (A) UPON RECEIPT OF A PROPERLY COMPLETED APPLICATION, TOGETHER  
192 WITH ALL INFORMATION REQUIRED IN CONNECTION THEREWITH, THE  
193 CITY CLERK SHALL TRANSMIT COPIES OF THE APPLICATION TO:

194  
195 1. THE POLICE DEPARTMENT;

196  
197 2. THE DEPARTMENT OF COMMUNITY DEVELOPMENT; AND

198  
199 3. ANY OTHER PERSON OR AGENCY WHICH THE AUTHORITY  
200 DETERMINES SHOULD PROPERLY INVESTIGATE AND COMMENT UPON THE  
201 APPLICATION.  
202

203 (B) THE CITY AND ITS DEPARTMENTS AND AGENCIES MAY INCORPORATE ANY  
204 FINDINGS AS TO GOOD MORAL CHARACTER OF THE APPLICANT  
205 PREVIOUSLY MADE BY THE STATE LICENSING AUTHORITY, AND SHALL  
206 NOT BE REQUIRED TO PERFORM A CRIMINAL BACKGROUND CHECK IF THE  
207 STATE LICENSING AUTHORITY HAS ALREADY PERFORMED A CRIMINAL  
208 BACKGROUND CHECK ON THE APPLICANT IN CONNECTION WITH THE  
209 RETAIL MARIJUANA STORE APPLICATION AND/OR OTHER EXISTING  
210 LICENSES HELD BY THE APPLICANT IN GOOD STANDING WITH THE STATE  
211 LICENSING AUTHORITY.  
212

213 (C) AS SOON AS PRACTICABLE, THOSE CITY DEPARTMENTS AND OTHER  
214 REFERRAL AGENCIES DESCRIBED IN SUBSECTION (A) OF THIS SECTION  
215 SHALL PROVIDE THE CITY CLERK WITH COMMENTS CONCERNING THE  
216 APPLICATION.  
217

218 **3-21-5: STANDARDS FOR ISSUANCE OF LICENSE:**

219  
220 (A) THE AUTHORITY SHALL ISSUE A LICENSE UNDER THIS CHAPTER WHEN,  
221 AFTER THOROUGH CONSIDERATION OF THE APPLICATION AND ANY  
222 COMMENTS FROM CITY DEPARTMENTS OR REFERRAL AGENCIES, AND  
223 FROM REVIEW OF SUCH OTHER INFORMATION AS REQUIRED BY THIS  
224 CHAPTER OR THE COLORADO MARIJUANA CODE, THE AUTHORITY  
225 DETERMINES THAT THE APPLICANT COMPLIES WITH ALL OF THE  
226 REQUIREMENTS OF THIS CHAPTER AND THE COLORADO MARIJUANA CODE,  
227 INCLUDING THE FOLLOWING:

228  
229  
230  
231  
232  
233  
234  
235  
236  
237  
238  
239  
240  
241  
242  
243  
244  
245  
246  
247  
248  
249  
250  
251  
252  
253  
254  
255  
256  
257  
258  
259  
260  
261  
262  
263  
264  
265  
266  
267  
268  
269  
270  
271  
272

1. THE APPLICATION, INCLUDING ANY REQUIRED ATTACHMENTS AND SUBMISSIONS, IS COMPLETE AND SIGNED BY THE APPLICANT;
2. THE APPLICANT HAS PAID THE OPERATING FEE AS REQUIRED BY THIS CHAPTER;
3. THE APPLICATION DOES NOT CONTAIN A MATERIAL FALSEHOOD OR MISREPRESENTATION; AND
4. THE APPLICANT MEETS OR OTHERWISE WILL MEET ALL THE REQUIREMENTS OF THIS CHAPTER.

- (B) IN ITS REVIEW OF THE APPLICATION, THE AUTHORITY MAY INCORPORATE ANY FINDINGS AS TO THE APPLICANT’S GOOD MORAL CHARACTER PREVIOUSLY MADE BY THE STATE LICENSING AUTHORITY IN CONNECTION WITH THE RETAIL MARIJUANA STORE APPLICATION AND/OR OTHER EXISTING LICENSES HELD BY THE APPLICANT IN GOOD STANDING WITH THE STATE LICENSING AUTHORITY.
- (C) THE AUTHORITY SHALL APPROVE OR DENY A LICENSE APPLICATION NO LATER THAN NINETY (90) DAYS AFTER A COMPLETE APPLICATION IS RECEIVED BY THE CITY CLERK. THE CITY CLERK SHALL PROMPTLY FORWARD NOTICE OF THE AUTHORITY’S DECISION TO THE STATE LICENSING AUTHORITY.
- (D) IF THE APPLICANT’S BACKGROUND INVESTIGATION IS NOT COMPLETED, WHETHER BY THE STATE LICENSING AUTHORITY OR THE CITY, BY THE TIME THE AUTHORITY MUST APPROVE OR DENY THE LICENSE AS PROVIDED IN SUBSECTION (C), THE AUTHORITY MAY ISSUE A LICENSE CONDITIONED ON SUCH FURTHER REVIEW.

**3-21-6: DENIAL OF LICENSE:**

- (A) THE LICENSING AUTHORITY SHALL DENY AN APPLICATION FOR A LICENSE UNDER THIS CHAPTER, IF THE AUTHORITY DETERMINES THAT THE APPLICANT HAS FAILED TO MEET ITS BURDEN, BECAUSE:
  1. INFORMATION CONTAINED IN THE APPLICATION OR SUPPLEMENTAL INFORMATION REQUESTED FROM THE APPLICANT IS FOUND TO BE FALSE IN ANY MATERIAL RESPECT; OR
  2. THE APPLICATION FAILS TO MEET ANY OF THE STANDARDS OR REQUIREMENTS SET FORTH IN THE COLORADO MARIJUANA CODE OR THIS CHAPTER, INCLUDING A FINDING OF GOOD CAUSE.

273  
274  
275  
276  
277  
278  
279  
280  
281  
282  
283  
284  
285  
286  
287  
288  
289  
290  
291  
292  
293  
294  
295  
296  
297  
298  
299  
300  
301  
302  
303  
304  
305  
306  
307  
308  
309  
310  
311  
312  
313  
314  
315  
316  
317

- (B) IF AN APPLICATION IS DENIED, THE AUTHORITY SHALL SET FORTH IN WRITING THE GROUNDS FOR DENIAL.
- (C) ANY APPLICANT WHOSE APPLICATION HAS BEEN DENIED SHALL BE ENTITLED TO A HEARING ON SUCH DENIAL BY SUBMITTING A WRITTEN APPEAL TO THE AUTHORITY. DURING THE PENDENCY OF SUCH APPEAL PROCESS AND UNTIL THE DENIED APPLICANT HAS EXHAUSTED ALL AVAILABLE REMEDIES, INCLUDING JUDICIAL REVIEW OR OTHER LEGAL PROCESS, THE AUTHORITY SHALL NOT ACCEPT ADDITIONAL APPLICATIONS FOR OR ISSUE ANY ADDITIONAL RETAIL MARIJUANA STORE LICENSES PURSUANT TO THIS CHAPTER.
- (D) UPON THE DENIAL OF A LICENSE, AND SUBJECT TO ANY FINAL ADJUDICATION BY THE AUTHORITY AFTER A HEARING PURSUANT TO SUBSECTION (C) AND/OR ANY JUDICIAL REVIEW OR OTHER LEGAL PROCEEDINGS, THE CITY CLERK SHALL NOTIFY THE STATE LICENSING AUTHORITY AND REFUND THE OPERATING FEE SUBMITTED BY THE LICENSEE AS PART OF ITS APPLICATION.

**3-21-7: AUTHORITY TO IMPOSE CONDITIONS ON LICENSE:**

THE AUTHORITY SHALL HAVE THE AUTHORITY TO IMPOSE SUCH REASONABLE TERMS AND CONDITIONS ON A LICENSE AS MAY BE NECESSARY TO PROTECT THE PUBLIC HEALTH, SAFETY AND WELFARE, AND TO OBTAIN COMPLIANCE WITH THE REQUIREMENTS OF THIS CHAPTER AND APPLICABLE LAW. IF AN APPLICATION IS CONDITIONALLY APPROVED, THE AUTHORITY SHALL SET FORTH IN WRITING THE CONDITIONS OF THE APPROVAL.

**3-21-8: DECISION BY LICENSING AUTHORITY:**

- (A) THE LICENSING AUTHORITY SHALL APPROVE, DENY OR CONDITIONALLY APPROVE AN APPLICATION WITHIN NINETY (90) DAYS OF RECEIPT BY THE CITY CLERK OF THE COMPLETED APPLICATION, UNLESS THE CITY OR APPLICANT IS GRANTED AN EXTENSION BY THE AUTHORITY. ANY FAILURE TO ACT ON THE APPLICATION WITHIN NINETY (90) DAYS SHALL RESULT IN THE CONDITIONAL APPROVAL OF THE LICENSE PENDING COMPLIANCE WITH THE TERMS OF THIS CHAPTER.
- (B) IF AN APPLICATION IS DENIED, THE LICENSING AUTHORITY SHALL SET FORTH IN WRITING THE GROUNDS FOR DENIAL.
- (C) IF AN APPLICATION IS CONDITIONALLY APPROVED, THE LICENSING AUTHORITY SHALL SET FORTH IN WRITING THE CONDITIONS OF THE APPROVAL.

318  
319  
320  
321  
322  
323  
324  
325  
326  
327  
328  
329  
330  
331  
332  
333  
334  
335  
336  
337  
338  
339  
340  
341  
342  
343  
344  
345  
346  
347  
348  
349  
350  
351  
352  
353  
354  
355  
356  
357  
358  
359  
360  
361  
362

(D) UPON THE APPROVAL OR CONDITIONAL APPROVAL OF A LICENSE, THE LICENSEE SHALL HAVE FIVE (5) DAYS TO REMIT THE FULL ANNUAL LICENSE FEE TO THE CITY CLERK. SUCH FEE MUST BE PAID PRIOR TO THE ISSUANCE OF THE LICENSE.

**3-21-9: CONTENTS OF LICENSE:**

- (A) A LICENSE SHALL CONTAIN THE FOLLOWING INFORMATION:
1. THE NAME OF THE LICENSEE;
  2. THE DATE OF THE ISSUANCE OF THE LICENSE;
  3. THE ADDRESS AT WHICH THE LICENSEE IS AUTHORIZED TO OPERATE THE RETAIL MARIJUANA STORE;
  4. ANY SPECIAL CONDITIONS OF APPROVAL IMPOSED UPON THE LICENSE; AND
  5. THE DATE OF THE EXPIRATION OF THE LICENSE, WHICH SHALL MATCH THE ANNUAL EXPIRATION DATE OF THE LICENSEE'S CORRESPONDING STATE RETAIL MARIJUANA STORE LICENSE, AND FOR WHICH THE FIRST YEAR OF CITY FEES FOR INITIAL LICENSE ISSUANCE SHALL BE PRORATED THEREFOR.
- (B) A LICENSE MUST BE SIGNED BY BOTH THE APPLICANT AND THE CHAIR OF THE LICENSING AUTHORITY TO BE VALID.

**3-21-10: TRANSFER OF OWNERSHIP:**

- (A) TRANSFER OF OWNERSHIP OF ANY LOCAL RETAIL MARIJUANA STORE LICENSE ISSUED PURSUANT TO THIS CHAPTER SHALL BE GOVERNED BY THE STANDARDS AND PROCEDURES SET FORTH IN THE COLORADO MARIJUANA CODE AND ANY RULES AND REGULATIONS ADOPTED PURSUANT THERETO, AND THE CITY CLERK SHALL ADMINISTER TRANSFER OF SUCH LOCAL LICENSES CONSISTENT WITH 3-21-5 AND IN THE SAME MANNER AS THE STATE LICENSING AUTHORITY ADMINISTERS TRANSFER OF STATE LICENSES.
- (B) ANY TRANSFER OF OWNERSHIP OF A LOCAL RETAIL MARIJUANA STORE LICENSE SHALL NOT AFFECT ANY EXEMPTION THAT THE LOCATION OR THE LICENSEE MAY ENJOY FROM THE DISTANCE RESTRICTIONS SET FORTH IN THIS CHAPTER.

**3-21-11: NOTICE OF ISSUANCE OF LICENSE:**

UPON THE ISSUANCE OF A LICENSE, THE CITY CLERK SHALL NOTIFY THE STATE LICENSING AUTHORITY AND SEND A COPY OF THE LICENSE TO THE CITY COUNCIL

363 AND ANY DEPARTMENT DESIGNATED BY THE CITY MANAGER.

364

365 **3-21-12: DURATION OF LICENSE; RENEWAL:**

366

367 (A) ANY LICENSE ISSUED PURSUANT TO THIS CHAPTER SHALL BE VALID FOR  
368 ONE (1) YEAR FROM THE DATE OF ISSUANCE, AND MAY BE RENEWED AS  
369 PROVIDED IN THIS CHAPTER AND CHAPTER 2 OF THIS TITLE. ANY RENEWAL  
370 OF THE LICENSE SHALL BE GOVERNED BY THE STANDARDS AND  
371 PROCEDURES SET FORTH IN THE COLORADO MARIJUANA CODE AND THIS  
372 TITLE. UPON THE INITIAL FIRST-YEAR ISSUANCE OF A RETAIL MARIJUANA  
373 STORE LICENSE PURSUANT TO THIS CHAPTER, THE CITY LICENSE  
374 EXPIRATION DATE SHALL BE SET TO THE SAME EXPIRATION DATE AS THE  
375 CORRESPONDING STATE RETAIL MARIJUANA STORE LICENSE, AND THE  
376 CITY CLERK SHALL PRORATE THE ANNUAL CITY FEES THEREFOR.

377

378 (B) THE APPLICANT SHALL, AT THE TIME OF AN APPLICATION TO RENEW A  
379 LICENSE, NOT BE DELINQUENT ON ANY APPLICABLE CITY FEES OR TAXES.

380

381 (C) ALL RENEWAL APPLICATIONS MUST BE ACCOMPANIED BY THE OPERATING  
382 FEE IN EFFECT AT THE TIME THE LICENSEE FILES ITS APPLICATION FOR  
383 RENEWAL.

384

385 (D) THE AUTHORITY MAY REFUSE TO RENEW A LICENSE FOR GOOD CAUSE. FOR  
386 PURPOSES OF THIS SECTION, THE BURDEN SHALL BE UPON THE CITY BY A  
387 PREPONDERANCE OF THE EVIDENCE TO SHOW GOOD CAUSE EXISTS TO  
388 DENY THE RENEWAL APPLICATION.

389

390 (E) FAILURE OF THE LICENSEE TO RENEW AND KEEP ITS STATE LICENSE  
391 CURRENT AND VALID SHALL BE GROUNDS FOR REVOCATION OF ANY  
392 LICENSE ISSUED PURSUANT TO THIS CHAPTER.

393

394 **3-21-13: DUTIES OF LICENSEE:**

395

396 IT IS THE DUTY AND OBLIGATION OF EACH LICENSEE TO DO EACH OF THE  
397 FOLLOWING:

398

399 (A) COMPLY WITH ALL THE TERMS AND CONDITIONS OF THE LICENSE, AND  
400 ANY SPECIAL CONDITIONS ON THE LICENSE.

401

402 (B) COMPLY WITH ALL OF THE REQUIREMENTS OF THIS CHAPTER.

403

404 (C) COMPLY WITH ALL OTHER APPLICABLE CITY ORDINANCES.

405

406 (D) COMPLY WITH ALL STATE LAWS AND ADMINISTRATIVE REGULATIONS  
407 PERTAINING TO MARIJUANA.

408  
409 (E) COMPLY WITH ALL APPLICABLE FEDERAL LAWS, RULES OR REGULATIONS,  
410 OTHER THAN A FEDERAL LAW, RULE OR REGULATION CONCERNING THE  
411 POSSESSION, SALE OR DISTRIBUTION OF MARIJUANA THAT CONFLICTS  
412 WITH AMENDMENT 64.

413  
414 (F) TAKE ALL REASONABLE STEPS TO DISCOURAGE AND CORRECT  
415 CONDITIONS THAT CONSTITUTE A NUISANCE IN PARKING AREAS,  
416 SIDEWALKS, ALLEYS AND AREAS SURROUNDING THE PREMISES AND  
417 ADJACENT PROPERTIES DURING BUSINESS HOURS, IF RELATED TO THE  
418 PATRONS OR OPERATION OF THE RETAIL MARIJUANA STORE.

419  
420 (G) PERMIT INSPECTION OF ITS RECORDS AND OPERATION BY THE CITY FOR  
421 THE PURPOSE OF DETERMINING THE LICENSEE'S COMPLIANCE WITH THE  
422 TERMS AND CONDITIONS OF THE LICENSE.

423  
424 (H) ENSURE THAT ANY DISPOSAL OF MARIJUANA OR MARIJUANA INFUSED  
425 PRODUCTS IS DONE IN ACCORDANCE WITH APPLICABLE STATE AND LOCAL  
426 LAWS.

427  
428 **3-21-14: POSTING OF LICENSE:**  
429

430 A LICENSE SHALL BE POSTED CONTINUOUSLY IN A CONSPICUOUS PUBLIC  
431 LOCATION AT THE RETAIL MARIJUANA STORE.

432  
433 **3-21-15: SUSPENSION OR REVOCATION OF LICENSE:**  
434

435 (A) A LICENSE ISSUED PURSUANT TO THIS CHAPTER MAY BE SUSPENDED OR  
436 REVOKED BY THE AUTHORITY UPON ANY OF THE FOLLOWING GROUNDS  
437 DEMONSTRATED BY THE CITY BY A PREPONDERANCE OF THE EVIDENCE:

438  
439 1. FRAUD, MISREPRESENTATION, OR A FALSE STATEMENT OF  
440 MATERIAL FACT CONTAINED IN THE LICENSE APPLICATION;

441  
442 2. A MATERIAL VIOLATION OF ANY CITY, STATE OR FEDERAL LAW OR  
443 REGULATION, OTHER THAN FEDERAL LAW OR REGULATION CONCERNING  
444 THE PRODUCTION, TRANSPORTATION, POSSESSION, SALE OR DISTRIBUTION  
445 OF MARIJUANA THAT CONFLICTS WITH AMENDMENT 64;

446  
447 3. A VIOLATION OF ANY OF THE TERMS AND CONDITIONS OF THE  
448 LICENSE, INCLUDING ANY SPECIAL CONDITIONS OF APPROVAL IMPOSED  
449 UPON THE LICENSE; OR

450  
451 4. A VIOLATION OF ANY OF THE PROVISIONS OF THIS CHAPTER.  
452



453 (B) THE CITY CLERK SHALL NOTIFY THE LICENSEE OF THE ISSUANCE OF A  
454 SHOW CAUSE ORDER TO SUSPEND OR REVOKE THE LICENSE. NOTICE SHALL  
455 BE GIVEN BY MAILING A COPY OF THE ORDER TO THE LICENSEE BY  
456 CERTIFIED MAIL, POSTAGE PREPAID, AT THE ADDRESS SHOWN IN THE  
457 LICENSE. NOTICE IS DEEMED TO HAVE BEEN PROPERLY GIVEN UPON  
458 RECEIPT BY THE LICENSEE.

459  
460 (C) A HEARING SHALL THEN BE SCHEDULED BEFORE THE AUTHORITY WITHIN  
461 FORTY-FIVE (45) DAYS OF THE NOTICE OF THE SHOW CAUSE ORDER. SUCH  
462 HEARING MAY BE CONTINUED FOR GOOD CAUSE.

463  
464 1. THE BURDEN OF PROOF AT THE HEARING SHALL BE ON THE CITY;

465  
466 2. IF THE AUTHORITY FINDS BY A PREPONDERANCE OF THE EVIDENCE  
467 THAT THE ALLEGATIONS IN THE SHOW CAUSE ORDER ARE SUSTAINED, THE  
468 AUTHORITY SHALL ISSUE SUCH ORDER IN WRITING TO THE LICENSEE  
469 WITHIN TEN (10) DAYS; AND

470  
471 3. UPON A FINDING SUSTAINING THE SHOW CAUSE, THE AUTHORITY  
472 SHALL HAVE THE POWER TO REVOKE, SUSPEND AND/OR PLACE  
473 ADDITIONAL REASONABLE CONDITIONS ON THE LICENSE.

474  
475 (D) IN DECIDING WHETHER A LICENSE SHOULD BE SUSPENDED OR REVOKED IN  
476 ACCORDANCE WITH THIS SECTION, AND IN DECIDING WHAT CONDITIONS  
477 TO IMPOSE IN THE EVENT OF A SUSPENSION, IF ANY, THE AUTHORITY  
478 SHALL CONSIDER THE AGGRAVATING AND MITIGATING FACTORS IN  
479 SECTION 3-2-10 OF THIS TITLE.

480  
481 (E) A LICENSEE WHOSE LICENSE HAS BEEN SUSPENDED OR REVOKED SHALL  
482 BE ENTITLED TO SEEK JUDICIAL REVIEW AND PURSUE ALL OTHER LEGAL  
483 REMEDIES PROVIDED BY APPLICABLE LAW. DURING THE PENDENCY OF  
484 SUCH JUDICIAL REVIEW OR OTHER LEGAL PROCESS AND UNTIL THE  
485 SUSPENDED OR REVOKED LICENSEE HAS EXHAUSTED ALL AVAILABLE  
486 REMEDIES, THE AUTHORITY SHALL NOT ACCEPT ADDITIONAL  
487 APPLICATIONS FOR OR ISSUE ANY ADDITIONAL RETAIL MARIJUANA STORE  
488 LICENSES PURSUANT TO THIS CHAPTER.

489  
490 **3-21-16: LIMITATION ON DELIVERY:**

491  
492 (A) EACH RETAIL MARIJUANA STORE SHALL BE OPERATED FROM A PERMANENT  
493 LOCATION. NO RETAIL MARIJUANA STORE SHALL BE PERMITTED TO  
494 DELIVER OR OPERATE FROM A MOVABLE, MOBILE, OR TRANSITORY  
495 LOCATION.

496  
497 **3-21-17: OPERATING FEES:**

498 (A) ANNUAL OPERATING FEES, NECESSARY FOR THE ADMINISTRATION,  
499 REGULATION, AND IMPLEMENTATION OF THIS CHAPTER SHALL BE \$2,000.00  
500 FOR EACH RETAIL MARIJUANA STORE LICENSE, PAYABLE UPON RENEWAL.  
501

502 (B) THE AMOUNT OF FEES CHARGED PURSUANT TO THIS SECTION SHALL BE  
503 REVIEWED BY CITY COUNCIL ANNUALLY AND, IF NECESSARY, ADJUSTED  
504 TO REFLECT THE DIRECT AND INDIRECT COSTS INCURRED BY THE CITY IN  
505 CONNECTION WITH THE ADMINISTRATION AND ENFORCEMENT OF THIS  
506 CHAPTER, INCLUDING COSTS OF UNANNOUNCED COMPLIANCE CHECKS.  
507

508 **3-21-18: RETAIL MARIJUANA STORE REQUIREMENTS AND RESTRICTIONS:**

509 (A) IT SHALL BE UNLAWFUL FOR ANY RETAIL MARIJUANA STORE TO EMPLOY  
510 ANY PERSON AT A LICENSED PREMISES WHO IS YOUNGER THAN TWENTY-  
511 ONE YEARS OF AGE.  
512

513 (B) THE NAME AND CONTACT INFORMATION FOR THE OWNER OR OWNERS AND  
514 ANY MANAGER OF THE RETAIL MARIJUANA STORE SHALL BE  
515 CONSPICUOUSLY POSTED IN THE FACILITY, TOGETHER WITH THE NAME  
516 AND CONTACT INFORMATION OF ANY PERSON DESIGNATED BY THE  
517 OWNER TO BE CONTACTED IN THE EVENT OF AN EMERGENCY.  
518

519 (C) NO MARIJUANA SHALL BE CONSUMED ON OR WITHIN THE LICENSED  
520 PREMISES.  
521

522 (D) THE LICENSE ISSUED PURSUANT TO THIS CHAPTER SHALL BE POSTED  
523 CONTINUOUSLY AND CONSPICUOUSLY AT THE LICENSED PREMISES.  
524

525 (E) ALL RETAIL MARIJUANA STORES SHALL POST A SIGN IN A CONSPICUOUS  
526 LOCATION STATING:  
527

528 IT IS ILLEGAL TO SELL OR TRANSFER MARIJUANA TO ANYONE UNDER THE  
529 AGE OF TWENTY-ONE.

530 IT IS ILLEGAL TO SEND OR TRANSPORT MARIJUANA TO ANOTHER STATE.  
531

532 **3-21-19: HOURS OF OPERATION:**

533 A RETAIL MARIJUANA STORE MAY OPEN NO EARLIER THAN NINE O'CLOCK (9:00)  
534 A.M. AND SHALL CLOSE NO LATER THAN SEVEN O'CLOCK (7:00) P.M. THE SAME  
535 DAY. A RETAIL MARIJUANA STORE MAY BE OPEN SEVEN (7) DAYS A WEEK.  
536

537 **3-21-20: PROHIBITED LOCATIONS; PERMANENT LOCATION REQUIRED:**

538  
539 PRIOR TO THE ISSUANCE OF A LICENSE FOR A RETAIL MARIJUANA STORE, THE  
540 LICENSING AUTHORITY SHALL DETERMINE WHETHER THE PROPOSED LOCATION  
541 OF THE RETAIL MARIJUANA LOCATION COMPLIES WITH THE REQUIREMENTS OF

542 THIS SECTION. FAILURE TO COMPLY WITH THE REQUIREMENTS OF THIS SECTION  
543 SHALL PRECLUDE ISSUANCE OF A LICENSE.

544 (A) NO RETAIL MARIJUANA LOCATION SHALL BE LOCATED AT THE  
545 FOLLOWING LOCATIONS:

- 546 1. WITHIN FIVE HUNDRED FEET (500') OF A LICENSED CHILDCARE FACILITY;
- 547 2. WITHIN ONE THOUSAND FEET (1,000') OF ANY EDUCATIONAL INSTITUTION  
548 OR SCHOOL, COLLEGE OR UNIVERSITY, EITHER PUBLIC OR PRIVATE;
- 549 3. WITHIN ONE THOUSAND FEET (1,000') OF ANY PUBLIC PARK, PUBLIC POOL  
550 OR PUBLIC OR PRIVATE RECREATIONAL FACILITY;
- 551 4. WITHIN ONE THOUSAND FEET (1,000') OF ANY HALFWAY HOUSE OR  
552 CORRECTIONAL FACILITY;
- 553 5. WITHIN ONE THOUSAND FEET (1,000') OF ANY OTHER MEDICAL  
554 MARIJUANA CENTER;
- 555 6. WITHIN ANY BUILDING OR STRUCTURE THAT CONTAINS A RESIDENTIAL  
556 UNIT.

557 (B) THE DISTANCES DESCRIBED IN SUBSECTION (A) OF THIS SECTION SHALL  
558 BE COMPUTED BY DIRECT MEASUREMENT FROM THE NEAREST PROPERTY LINE  
559 OF THE LAND USED FOR THE ABOVE PURPOSES THE NEAREST PORTION OF THE  
560 BUILDING HOUSING THE RETAIL MARIJUANA STORE, USING A STRAIGHT LINE.  
561 THIS MEASUREMENT INCLUDES LOCATIONS OUTSIDE OF CITY LIMITS.

562 (C) THE SUITABILITY OF A LOCATION FOR A RETAIL MARIJUANA STORE  
563 SHALL BE DETERMINED AT THE TIME OF THE ISSUANCE OF THE FIRST LICENSE  
564 FOR SUCH CENTER. THE FACT THAT CHANGES IN THE NEIGHBORHOOD OCCUR  
565 AFTER THE ISSUANCE OF THE FIRST LICENSE MIGHT RENDER THE SITE  
566 UNSUITABLE FOR A MEDICAL MARIJUANA CENTER UNDER THIS SECTION SHALL  
567 NOT BE GROUNDS TO SUSPEND, REVOKE OR REFUSE TO RENEW THE LICENSE  
568 FOR SUCH CENTER SO LONG AS THE LICENSE FOR THE CENTER REMAINS IN  
569 EFFECT.

570 (D) IT SHALL BE UNLAWFUL FOR ANY PERSON TO DISTRIBUTE, TRANSMIT,  
571 GIVE, DISPENSE OR OTHERWISE PROVIDE RETAIL MARIJUANA AS A HOME  
572 OCCUPATION. (ORD. 15, SERIES OF 2010)

573 (E) THE THREE EXISTING MEDICAL MARIJUANA CENTERS LICENSED IN THE CITY  
574 AT THEIR CURRENT LOCATIONS AS OF NOVEMBER 3, 2020 ARE DEEMED TO BE  
575 CONFORMING IN USE AND LOCATION FOR BOTH MEDICAL AND RETAIL SALES  
576 AND NOTHING HEREIN SHALL BE CONSTRUED TO LIMIT THE APPLICATION OF  
577 THE AFOREMENTIONED BUFFER ZONES TO OTHER LOCATIONS BY THOSE THEN  
578 EXISTING OR FUTURE LICENSE HOLDERS.

579

580

581 **3-21-21: SIGNAGE, PACKAGING AND LIMITATIONS ON QUANTITY SOLD:**

582 (A) ALL SIGNAGE FOR A RETAIL MARIJUANA STORE SHALL COMPLY WITH THE  
583 REQUIREMENTS OF THIS CODE AND THE COLORADO MARIJUANA CODE.

584

585 (B) ALL PACKAGING SHALL COMPLY WITH THE REQUIREMENTS OF THE  
586 COLORADO MARIJUANA CODE AND ANY RULES AND REGULATIONS

587 PROMULGATED BY THE STATE LICENSING AUTHORITY.

588

589 (C) A RETAIL MARIJUANA STORE SHALL ONLY SELL THE QUANTITY OF  
590 MARIJUANA PER TRANSACTION AUTHORIZED BY THE COLORADO  
591 MARIJUANA CODE AND ANY RULES AND REGULATIONS PROMULGATED BY  
592 THE STATE LICENSING AUTHORITY.

593

594 **3-21-22: SECURITY REQUIREMENTS:**

595 A LICENSEE SHALL PROVIDE ADEQUATE SECURITY ON THE PREMISES OF A  
596 RETAIL MARIJUANA STORE INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

597

598 (A) SURVEILLANCE: SECURITY SURVEILLANCE CAMERAS INSTALLED TO  
599 MONITOR EACH ENTRANCE TO THE RETAIL MARIJUANA STORE ALONG  
600 WITH THE INTERIOR AND EXTERIOR OF THE PREMISES TO DISCOURAGE  
601 AND TO FACILITATE THE REPORTING AND INVESTIGATION OF CRIMINAL  
602 ACTS AND NUISANCE ACTIVITIES OCCURRING AT THE PREMISES. THE  
603 LICENSED PREMISES SHALL BE MONITORED AND SECURED TWENTY-FOUR  
604 (24) HOURS A DAY INCLUDING, AT A MINIMUM, THE FOLLOWING SECURITY  
605 MEASURES:

606

607 1. INSTALLATION AND USE OF SECURITY CAMERAS TO MONITOR ALL  
608 AREAS OF THE LICENSED PREMISES WHERE PERSONS MAY GAIN OR  
609 ATTEMPT TO GAIN ACCESS TO MARIJUANA, MARIJUANA PRODUCTS, OR  
610 MONIES MAINTAINED BY THE RETAIL MARIJUANA STORE;

611

612 2. SECURITY VIDEO SHALL BE PRESERVED BY THE LICENSEE AS  
613 REQUIRED BY THE COLORADO MARIJUANA CODE AND ANY RULES AND  
614 REGULATIONS PROMULGATED BY THE STATE LICENSING AUTHORITY, AND  
615 SHALL BE MADE AVAILABLE TO LAW ENFORCEMENT OFFICERS UPON  
616 DEMAND;

617

618 3. INSTALLATION OF A MONITORED USER ALARM SYSTEM COMPLIANT  
619 WITH THE COLORADO MARIJUANA CODE AND ANY OTHER APPLICABLE  
620 STATE REGULATIONS; AND

621

622 4. ROBBERY AND BURGLARY ALARM SYSTEMS THAT ARE  
623 PROFESSIONALLY INSTALLED, MONITORED AND MAINTAINED IN GOOD  
624 WORKING CONDITION.

625

626 (B) INVENTORY: ALL SALABLE INVENTORY OF MARIJUANA MUST BE KEPT AND  
627 STORED IN A SECURED, LOCKED MANNER AS REQUIRED BY THE COLORADO  
628 MARIJUANA CODE AND ANY RULES AND REGULATIONS PROMULGATED BY  
629 THE STATE LICENSING AUTHORITY.

630

631 (C) SAFE: A LOCKING SAFE OR SECURE VAULT PERMANENTLY AFFIXED OR

632 BUILT INTO THE PREMISES TO STORE ANY CURRENCY OR OTHER ITEMS OF  
633 VALUE ON SITE.

634  
635 (D) LIGHTING: EXTERIOR LIGHTING THAT ILLUMINATES THE EXTERIOR WALLS  
636 OF THE BUSINESS, PROVIDED SUCH ILLUMINATION IS PHYSICALLY  
637 POSSIBLE.

638  
639 (E) EMERGENCY CONTACT: A LICENSEE SHALL PROVIDE THE CHIEF OF POLICE  
640 WITH THE NAME AND NUMBER OF AN ONSITE STAFF PERSON TO WHOM THE  
641 CITY MAY PROVIDE NOTICE OF ANY OPERATING PROBLEMS ASSOCIATED  
642 WITH THE RETAIL MARIJUANA STORE.

643  
644  
645

646 **3-21-23: OPERATING PLANS:**

647 IN CONNECTION WITH THE LICENSE APPLICATION, THE APPLICANT SHALL  
648 PROVIDE A DETAILED OPERATIONS PLAN AND, UPON ISSUANCE OF A LICENSE,  
649 SHALL OPERATE THE RETAIL MARIJUANA STORE IN ACCORDANCE WITH THE  
650 PLAN. SUCH OPERATIONS PLAN SHALL INCLUDE:

651  
652 (A) FLOOR PLAN: A PLAN SHOWING THE LAYOUT OF THE RETAIL MARIJUANA  
653 STORE AND THE PRINCIPAL USES OF THE FLOOR AREA DEPICTED. THE  
654 PRIMARY ENTRANCE OF ANY STAND-ALONE FACILITY SHALL BE LOCATED  
655 AND MAINTAINED CLEAR OF BARRIERS, LANDSCAPING AND SIMILAR  
656 OBSTRUCTIONS SO THAT IT IS CLEARLY VISIBLE FROM PUBLIC STREETS,  
657 SIDEWALKS OR SITE DRIVEWAYS.

658  
659 (B) LIGHTING PLAN: A RETAIL MARIJUANA STORE SHALL PROVIDE A LIGHTING  
660 PLAN IN ACCORDANCE WITH THIS CODE. SUCH PLAN SHALL ALSO INCLUDE  
661 ANY MITIGATION CONTROLS TO LESSEN ADVERSE IMPACTS TO THE  
662 SURROUNDING PROPERTIES.

663  
664 (C) ODOR CONTROLS: A RETAIL MARIJUANA STORE SHALL PROVIDE A PLAN  
665 FOR THE MITIGATION AND CONTROL OF ODORS AND OTHER  
666 ENVIRONMENTAL IMPACTS WHICH MAY EMANATE FROM THE RETAIL  
667 MARIJUANA STORE. SUCH PLAN SHALL DESCRIBE THE VENTILATION  
668 SYSTEM FOR THE PREMISES.

669  
670 (D) PRODUCT AND SERVICE DESCRIPTION: A DESCRIPTION OF THE PRODUCTS  
671 AND SERVICES TO BE PROVIDED BY THE RETAIL MARIJUANA STORE.

672  
673 **3-21-24: PROVISIONS APPLICABLE TO EXISTING MEDICAL MARIJUANA**  
674 **CENTERS:**

675 (A) A MEDICAL MARIJUANA CENTER LICENSEE IN GOOD STANDING WITH THE  
676 CITY MAY EITHER APPLY FOR A RETAIL MARIJUANA STORE LICENSE IN

677 ADDITION TO ITS MEDICAL MARIJUANA CENTER LICENSE, OR MAY APPLY  
678 FOR A RETAIL MARIJUANA STORE LICENSE AND SURRENDER ITS MEDICAL  
679 MARIJUANA CENTER LICENSE WHEN THE RETAIL MARIJUANA STORE  
680 LICENSE IS ISSUED.

681  
682 (B) FOR ANY APPLICATION BY AN EXISTING MEDICAL MARIJUANA CENTER  
683 LICENSEE TO ADD A RETAIL MARIJUANA STORE LICENSE AT THE SAME  
684 LOCATION, THE LICENSEE/APPLICANT MUST DEMONSTRATE THAT IT HAS  
685 LEGAL POSSESSION OF AT LEAST TWO THOUSAND (2,000) SQUARE FEET OF  
686 AVAILABLE SPACE FOR ITS COMBINED MEDICAL MARIJUANA CENTER AND  
687 RETAIL MARIJUANA STORE LICENSED PREMISES. SUCH RESTRICTION  
688 SHALL NOT APPLY TO A MEDICAL MARIJUANA CENTER LICENSEE THAT  
689 FULLY CONVERTS TO A RETAIL MARIJUANA STORE LICENSE.

690  
691 **3-21-25: DUAL OPERATION OF MEDICAL MARIJUANA CENTER AND RETAIL**  
692 **MARIJUANA STORE:**

693 (A) A PERSON WHO HOLDS BOTH A LICENSE TO OPERATE A MEDICAL  
694 MARIJUANA CENTER AND A LICENSE TO OPERATE A RETAIL MARIJUANA  
695 STORE MAY OPERATE BOTH LICENSES IN THE SAME PREMISES AND IN THE  
696 SAME LOCATION, SUBJECT TO COMPLIANCE WITH SECTION 3-21-22(B). FOR  
697 ANY RETAIL MARIJUANA STORE THAT IS LOCATED AT THE SAME PREMISES  
698 AS A MEDICAL MARIJUANA CENTER, BOTH LICENSES MUST BE HELD BY  
699 THE SAME LICENSEE.

700  
701 (B) A MEDICAL MARIJUANA CENTER THAT DOES NOT AUTHORIZE PATIENTS  
702 UNDER THE AGE OF TWENTY-ONE (21) YEARS TO BE ON THE PREMISES MAY  
703 HOLD A RETAIL MARIJUANA STORE LICENSE AND OPERATE A DUAL  
704 OPERATION RETAIL BUSINESS AT A SHARED LICENSED PREMISES AND MAY  
705 SHARE THE SAME ENTRANCES AND EXITS, SUBJECT TO THE FOLLOWING:

706  
707 1. THE MEDICAL MARIJUANA CENTER MUST POST SIGNAGE CLEARLY  
708 CONVEYING THAT PERSONS UNDER TWENTY-ONE (21) YEARS OF AGE MAY  
709 NOT ENTER THE ESTABLISHMENT.

710  
711 2. MEDICAL MARIJUANA AND RETAIL MARIJUANA AND MEDICAL  
712 MARIJUANA-INFUSED PRODUCTS AND RETAIL MARIJUANA PRODUCTS  
713 MUST BE DISPLAYED SEPARATELY ON THE SAME SALE FLOOR.

714  
715 3. RECORD KEEPING FOR THE BUSINESS OPERATIONS OF BOTH MUST  
716 ENABLE THE STATE LICENSING AUTHORITY AND LOCAL AUTHORITY TO  
717 CLEARLY DISTINGUISH THE INVENTORIES AND BUSINESS TRANSACTIONS  
718 OF MEDICAL MARIJUANA AND MEDICAL MARIJUANA-INFUSED PRODUCTS  
719 FROM RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS.

720  
721 (C) A MEDICAL MARIJUANA CENTER THAT DOES AUTHORIZE PATIENTS UNDER

722 THE AGE OF TWENTY-ONE (21) YEARS TO BE ON THE PREMISES MAY HOLD  
723 A RETAIL MARIJUANA STORE LICENSE AND OPERATE A DUAL OPERATION  
724 RETAIL BUSINESS AT A SHARED LICENSED PREMISES, SUBJECT TO THE  
725 FOLLOWING:

726  
727 1. THE RETAIL MARIJUANA STORE LICENSEE MUST POST SIGNAGE  
728 CLEARLY CONVEYING THAT PERSONS UNDER TWENTY-ONE (21) YEARS OF  
729 AGE MAY NOT ENTER THE AREA THAT CONTAINS THE RETAIL MARIJUANA  
730 STORE.

731  
732 2. THE MEDICAL MARIJUANA CENTER AND THE RETAIL MARIJUANA  
733 STORE MUST HAVE SEPARATE ENTRANCES AND EXITS, AND MEDICAL  
734 MARIJUANA AND RETAIL MARIJUANA GOODS AND PRODUCTS MUST BE  
735 SEPARATELY DISPLAYED AND SOLD. THE SHARED LICENSED PREMISES  
736 MAY INCLUDE A COMMON FOYER, VESTIBULE, CHECK-IN AREA, OR  
737 WAITING AREA FOR BOTH RETAIL MARIJUANA STORE CUSTOMERS AND  
738 MEDICAL MARIJUANA CENTER PATIENTS. PROVIDED THAT IT COMPLIES  
739 WITH THE REQUIREMENTS FOR PHYSICAL SEPARATION UNDER THIS  
740 SECTION, THE MEDICAL MARIJUANA CENTER MAY SELL MEDICAL  
741 MARIJUANA TO PATIENTS UNDER TWENTY-ONE (21) YEARS OF AGE AND  
742 MAY OTHERWISE CONDUCT ITS MEDICAL MARIJUANA OPERATIONS AS  
743 ALLOWED UNDER THE COLORADO MARIJUANA CODE.

744  
745 3. RECORD KEEPING FOR THE BUSINESS OPERATIONS OF BOTH MUST  
746 ENABLE THE LOCAL AUTHORITY AND STATE LICENSING AUTHORITY TO  
747 CLEARLY DISTINGUISH THE INVENTORIES AND BUSINESS TRANSACTION  
748 OF MEDICAL MARIJUANA AND MEDICAL MARIJUANA-INFUSED PRODUCTS  
749 FROM RETAIL MARIJUANA AND RETAIL MARIJUANA PRODUCTS.

750  
751 **3-21-26: MODIFICATION OF PREMISES:**

752  
753 (A) ANY PHYSICAL MODIFICATION OF THE LICENSED PREMISES OF A RETAIL  
754 MARIJUANA STORE SHALL BE GOVERNED BY THE STANDARDS AND  
755 PROCEDURES SET FORTH IN THE COLORADO MARIJUANA CODE AND ANY  
756 RULES AND REGULATIONS ADOPTED PURSUANT THERETO, AND THE CITY  
757 CLERK SHALL ADMINISTER APPLICATIONS FOR MODIFICATION OF  
758 PREMISES IN THE SAME MANNER AS THE STATE LICENSING AUTHORITY  
759 ADMINISTERS MODIFICATION OF PREMISES FOR STATE LICENSES.

760  
761 (B) ANY PROPOSED OR APPROVED MODIFICATION OF PREMISES OF A RETAIL  
762 MARIJUANA STORE LICENSE SHALL NOT AFFECT ANY EXEMPTION THAT  
763 THE LOCATION OR THE LICENSEE MAY ENJOY FROM THE DISTANCE  
764 RESTRICTIONS SET FORTH IN THIS CHAPTER.

765  
766 **3-21-27: COMPLIANCE WITH STATE LAW:**

767  
768 (A) EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, THIS CHAPTER  
769 INCORPORATES THE REQUIREMENTS AND PROCEDURES SET FORTH IN THE  
770 COLORADO MARIJUANA CODE.

771  
772 (B) A RETAIL MARIJUANA STORE LICENSEE'S COMPLIANCE WITH APPLICABLE  
773 STATE LAW AND REGULATIONS SHALL BE DEEMED AN ADDITIONAL  
774 REQUIREMENT UNDER THIS CHAPTER, AND NONCOMPLIANCE WITH ANY  
775 SUCH APPLICABLE STATE LAW OR REGULATION SHALL BE GROUNDS FOR  
776 REVOCATION OR SUSPENSION OF ANY LICENSE ISSUED HEREUNDER.

777  
778 (C) ANY RETAIL MARIJUANA STORE LICENSED PURSUANT TO THIS CHAPTER  
779 MAY BE REQUIRED TO DEMONSTRATE, UPON DEMAND BY THE AUTHORITY  
780 OR BY LAW ENFORCEMENT OFFICERS, THAT THE SOURCE AND QUANTITY  
781 OF ANY MARIJUANA FOUND UPON THE LICENSED PREMISES IS IN FULL  
782 COMPLIANCE WITH ANY APPLICABLE STATE LAW OR REGULATION.

783  
784 **3-21-28: MARIJUANA ACCESSORIES:**  
785  
786 ANY PERSON TWENTY-ONE (21) YEARS OF AGE OR OLDER IS HEREBY  
787 AUTHORIZED TO MANUFACTURE, POSSESS, DISTRIBUTE, SELL OR PURCHASE  
788 MARIJUANA ACCESSORIES IN CONFORMANCE WITH AMENDMENT 64.

789  
790 **3-21-29: SALES TAX LICENSE REQUIRED:**  
791  
792 AT ALL TIMES WHILE A RETAIL MARIJUANA STORE LICENSE IS IN EFFECT THE  
793 LICENSEE SHALL POSSESS A VALID SALES TAX LICENSE ISSUED UNDER THIS  
794 CODE.

795  
796 **3-21-30: PROHIBITED FACILITIES:**  
797  
798 RETAIL MARIJUANA CULTIVATION FACILITIES, RETAIL MARIJUANA TESTING  
799 FACILITIES AND RETAIL MARIJUANA PRODUCT MANUFACTURING FACILITIES  
800 ARE PROHIBITED USES IN ANY ZONE DISTRICT IN THE CITY.

801  
802 **3-21-32: NO WAIVER OF GOVERNMENTAL IMMUNITY:**  
803  
804 IN ADOPTING THIS CHAPTER THE CITY COUNCIL IS RELYING ON AND DOES NOT  
805 WAIVE OR INTEND TO WAIVE ANY PROVISION OF THIS CHAPTER, THE  
806 MONETARY LIMITATIONS OR ANY OTHER RIGHTS, IMMUNITIES AND  
807 PROTECTIONS PROVIDED BY THE COLORADO GOVERNMENTAL IMMUNITY ACT,  
808 SECTION 24-10-101 ET SEQ., COLORADO REVISED STATUTES, AS FROM TIME TO  
809 TIME AMENDED, OR ANY OTHER LIMITATION, RIGHT, IMMUNITY, OR  
810 PROTECTION OTHERWISE AVAILABLE TO THE CITY, ITS OFFICERS OR ITS  
811 EMPLOYEES.



812

813 **3-21-32: NO CITY LIABILITY:**

814

815 BY ACCEPTING A LICENSE ISSUED PURSUANT TO THIS CHAPTER, A LICENSEE  
816 RELEASES THE CITY, ITS OFFICERS, ELECTED OFFICIALS, EMPLOYEES,  
817 ATTORNEYS AND AGENTS FROM ANY LIABILITY FOR INJURIES, DAMAGES OR  
818 LIABILITIES OF ANY KIND THAT RESULT FROM ANY ARREST OR PROSECUTION  
819 OF CENTER OWNERS, OPERATORS, EMPLOYEES, CLIENTS OR CUSTOMERS FOR A  
820 VIOLATION OF CITY, STATE OR FEDERAL LAWS, RULES OR REGULATIONS. THE  
821 CITY MANAGER MAY REQUIRE A LICENSEE TO EXECUTE A WRITTEN  
822 INSTRUMENT CONFIRMING THE PROVISIONS OF THIS CHAPTER.

823

824 **3-21-33: INDEMNIFICATION OF CITY:**

825

826 BY ACCEPTING A LICENSE ISSUED PURSUANT TO THIS CHAPTER A LICENSEE,  
827 JOINTLY AND SEVERALLY, IF MORE THAN ONE, AGREES TO INDEMNIFY AND  
828 DEFEND THE CITY, ITS OFFICERS, ELECTED OFFICIALS, EMPLOYEES, ATTORNEYS,  
829 AGENTS, INSURERS, AND SELF-INSURANCE POOL AGAINST ALL LIABILITY,  
830 CLAIMS AND DEMANDS, ON ACCOUNT OF INJURY, LOSS OR DAMAGE,  
831 INCLUDING, WITHOUT LIMITATION, CLAIMS ARISING FROM BODILY INJURY,  
832 SICKNESS, DISEASE, DEATH, PROPERTY LOSS OR DAMAGE, OR ANY OTHER LOSS  
833 OF ANY KIND WHATSOEVER, WHICH ARISE OUT OF OR ARE IN ANY MANNER  
834 CONNECTED WITH THE OPERATION OF THE RETAIL MARIJUANA CENTER THAT IS  
835 THE SUBJECT OF THE LICENSE. THE LICENSEE FURTHER AGREES TO  
836 INVESTIGATE, HANDLE, RESPOND TO, AND TO PROVIDE DEFENSE FOR AND  
837 DEFEND AGAINST, ANY SUCH LIABILITY, CLAIMS, OR DEMANDS AT ITS EXPENSE,  
838 AND TO BEAR ALL OTHER COSTS AND EXPENSES RELATED THERETO,  
839 INCLUDING COURT COSTS AND ATTORNEY FEES. THE CITY MANAGER MAY  
840 REQUIRE A LICENSEE TO EXECUTE A WRITTEN INSTRUMENT CONFIRMING THE  
841 PROVISIONS OF THIS CHAPTER.

842

843 **3-21-34: SPECIAL RETAIL MARIJUANA SALES TAX:**

844 The special retail marijuana sales tax provided for in chapter 22 of this title shall ~~not~~ be imposed,  
845 assessed ~~or~~ and collected ~~so long as retail marijuana establishments are prohibited in the city~~  
846 ~~pursuant to this chapter.~~

847

848

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

855

856 **Section 3:** Repealer. All ordinances or resolutions, or parts thereof, in conflict

857 with this ordinance are hereby repealed, provided that this repealer shall not repeal the repealer  
858 clauses of such ordinance nor revive any ordinance thereby.

859  
860  
861 INTRODUCTION AS A BILL at a regularly scheduled meeting of the City Council  
862 of the City of Littleton on the 17<sup>th</sup> day of November, 2020, passed on first reading by a vote of 7  
863 FOR and 0 AGAINST; and ordered published by posting at Littleton Center, Bemis Library, the  
864 Municipal Courthouse and on the City of Littleton Website.

PUBLIC HEARING on the Ordinance to take place on the 1<sup>st</sup> day of December, 2020, in the Council Chamber<sup>1</sup>, 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 1<sup>st</sup> day of December 2020 and ordered published by posting at Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

ATTEST:

\_\_\_\_\_  
Colleen L. Norton  
CITY CLERK

\_\_\_\_\_  
Jerry Valdes  
MAYOR

APPROVED AS TO FORM:

\_\_\_\_\_  
Reid Betzing  
CITY ATTORNEY



<sup>1</sup> Due to COVID19, the City of Littleton is providing virtual coverage of city council meetings to protect the health of citizens, council members and staff. Meetings will not be held in the council chamber until further notice.



# Council Meeting Agenda Item Comment

Littleton Center  
2255 W. Berry Avenue  
Littleton, CO 80120

**Date Submitted:**

**December 1, 2020 02:41 PM**

Council meeting date:

**12/01/2020**

Council agenda item number:

**8(d)**

Name

**STAN ZISLIS**

Email address

**stanz@silverstemcannabis.com**

Neighborhood

**Ketring Park**

Position

**I support the issue**

## Comments:

I do not live in Littleton, but my business is located in the Ketring Park neighborhood at 1086 W Littleton Blvd.

I would like to request that Littleton change their current hours of operation for both medical and retail MJ sales, currently 9am to 7pm, to 8am to 10pm which aligns with nearby municipalities. Please note the hours of operation for those other cities (Den - 8am to 10pm, Sheridan - 8am to 10pm, Arapahoe County - 8am to 12am, Englewood - 8am to 8pm, and Edgewater - 9am to 12am, Glendale 8am-12am).

We respectfully request that our cannabis business not be placed at a competitive disadvantage. I would note that in the short term, additional hours of operation would allow stores the ability to safely serve more patients and customers as more time would allow us to set aside specific hours for high-risk patients to come purchase their medicine and spread out the remaining customer traffic over longer hours. The short term benefit directly benefits the public health and welfare of those residents and patients purchasing in Littleton.

From a long term perspective, the slight increase in store hours allows Littleton's stores to be on a level playing field with neighboring municipalities. Those cities that have had expanded store hours have not seen any issues and those additional hours allow for increased sales. That benefits our stores, but it would also benefit the City of Littleton with regards to tax revenue. Every dollar and cent is critical right now as you continue to experience a budget shortfall. Please consider the slight expansion of hours and help us be part of the solution to generate additional revenue for the City. We've been good responsible operators in the City and we'll continue to uphold that high-bar.

Additionally, we would like to ask the council to remove the currently proposed requirement to comply with distancing requirements in regards to disqualifying locations located OUTSIDE of the city limits. While this is not an issue currently, it may be a problem further down the road should any of the current stores decide to move to another conforming location within the city limits, but a location

which is more commercially viable. Does Littleton really want to forego the additional tax revenue just because there is a dispensary within a 1000 feet of a proposed location in Englewood? None of Littleton's neighboring municipalities which allow retail marijuana sales have these provisions and thus do not reciprocate the courtesy to Littleton. Littleton's voters have spoken loud and clear on the issue with over 65% support and in my mind it is the council's duty to MAXIMIZE the benefit for the city and its citizens. None of the proposed provisions jeopardize the health, welfare and safety of the residents. On the contrary they can potentially provide a substantial benefit. Now is the time to act and put these changes into place. Thank You for your time and consideration.