

### **City of Littleton**

Littleton Center 2255 West Berry Avenue Littleton, CO 80120

# Meeting Agenda City Council

Tuesday, December 15, 2015 6:30 PM Council Chamber

#### **Regular Meeting**

- 1. Roll Call
- 2. Pledge of Allegiance
- 3. Approval of Agenda
- 4. Public Comment

Public Comment on Consent Agenda and General Business items

#### 5. Consent Agenda Items

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

request of a Council Methber.

a) Ordinance Ordinance on first reading designating 5736 South Bemis Street as a

<u>112-2015</u> historic landmark.

Attachments: Ordinance No 112 - 2015

HPB Resolution No 01-2015

**b)** Resolution approving a contract with the State of Colorado to fund a

87-2015 historic building survey for the Littleton Boulevard corridor

Attachments: Resolution No 87-2015

Colorado Historical Society Contract

c) Resolution Resolution authorizing an Agreement Regarding Final Design and

84-2015 Construction of Drainage and Flood Control Improvements for Little's

Creek at Gallup Street between the city and the Urban Drainage and

Flood Control District

Attachments: Resolution No 84-2015

LC at Gallup IGA 150813 (3)

d)	Resolution 80-2015	Resolution approving an interfund loan of \$725,000 from the Capital Projects Fund to the Transportation Impact Fee Fund for the East Dry Creek and South Broadway transportation improvements.  Resolution No 80-2015
e)	Resolution 81-2015	Resolution approving an \$893,000 interfund loan from the Capital Projects Fund to the Facilities, Police and Fire Impact Fee Funds for the Station 19 construction project
	Attachments:	Resolution No 81-2015
f)	Resolution 89-2015	Resolution affirming the City of Littleton Three Mile Plan
	Attachments:	Resolution No 89-2015
		Three Mile Plan 2015
		Three Mile Plan Map
		Complan2005
		Citywide Plan 2014
		Downtown Neighborhood Plan 2011
g)	ID# 15-338	Certification of the December 1, 2015 regular meeting minutes

#### 6. Ordinances for Second Reading and Public Hearing

Ordinance No 110-2015

Lockheed Martin proposed contract

h)

ID# 15-339

Attachments:

a)	Ordinance 108-2015	Ordinance on second reading approving a lease purchase agreement between the City of Littleton and Motorola Solutions, Inc., for radio equipment
	Attachments:	Ordinance No108-2015
b)	Ordinance 101-2015	Ordinance on second reading amending Ordinance No. 38 Series of 2014 known as the Annual Appropriation Bill for all municipal purposes for the fiscal year beginning January 1, 2015 and ending December 31, 2015.
	<u>Attachments:</u>	Ordinance No 101-2015  City Council Memo Streetscape 12-15-15  PSA - Charlier Associates Inc
c)	Ordinance 110-2015	Ordinance on second reading approving an agreement with Lockheed Martin Corporation for fire protection and emergency medical services

Certification of the December 8, 2015 study session minutes

d) **Ordinance** Ordinance on second reading amending Ordinance No. 95 Series of 106-2015 2015 known as the Annual Appropriation Bill for all municipal purposes for the fiscal year beginning January 1, 2016 and ending December 31,

2016.

Attachments: Ordinance No 106-2015

Citizen email re: Fire Station 19

Ordinance Ordinance on second reading awarding and approving a construction e) 107-2015 contract for Fire Station 19 with Golden Triangle Construction, Inc.

Attachments: Ordinance No 107-2015

Littleton Fire-Rescue - Fire Station 19 Proposal

f) Ordinance Ordinance on second reading amending sections 6-4-1, 6-4-75 and 103-2015

9-1-10 concerning aggressive begging and solicitation on or near streets

or highways

Ordinance No 103-2015 Attachments:

Browne v. Grand Junction

g) Ordinance Ordinance on second reading approving a third amendment to the lease

109-2015 for 1221 West Mineral Avenue.

Attachments: Ordinance No 109-2015

> Original Lease New Lease 2015 Lease #2 .2012 Lease #1 .2009

#### 7. General Business

#### 8. Public Comment

#### 9. Comments / Reports

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

#### 10. Adjournment

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

# Littleton

## City of Littleton

Littleton Center 2255 West Berry Avenue Littleton, CO 80120

#### **Staff Communication**

File #: Ordinance 112-2015, Version: 1

Agenda Date: 12/15/2015

Subject:

Ordinance on first reading designating 5736 South Bemis Street as a historic landmark.

Presented By: Dennis Swain, Senior Planner

#### **POLICY QUESTION:**

Does city council support the designation of 5736 South Bemis Street as a historic landmark?

#### **BACKGROUND:**

Section 4-6-6 of the City Code requires that the historical preservation board make recommendations to the city council regarding designation of properties as historic landmarks. Following a November 16, 2015 public hearing, the historical preservation board voted unanimously to recommend that city council designate 5736 South Bemis Street as a historic landmark.

The characteristics of the proposed historic landmark which justify its designation include:

AGE: The Quinney Residence meets the 40-year minimum age requirement for designation. At the time of this application, the house is 107 years old, having been constructed in 1908.

REPRESENTS A BUILT ENVIRONMENT: Littleton, like most jurisdictions, initially designated its most prominent and largest houses and the houses belonging to its most prominent citizens. The Quinney Residence would be the most modest house designated as a historic landmark and is a good example of one of Littleton's smaller residential historic architectural styles.

INTEGRITY: The Quinney Residence has undergone a significant historic remodel and retained its historic integrity. Jim and Paula Quinney, with the assistance of their family, completed a rehabilitation of the house that retains and protects its historic integrity. The rehabilitation included extensive preservation and restoration efforts. The designation is deemed in furtherance of and in conformance with the purposes and standards of this section because:

The city council should consider the following criteria when reviewing properties for designation:

- 1. 40 YEARS PLUS: All properties receiving historic designations shall be at least forty (40) years old except as otherwise provided herein and
  - The Quinney Residence meets this criterion.
- 2. HISTORIC IMPORTANCE: All properties receiving historic designations shall display architectural,

#### File #: Ordinance 112-2015, Version: 1

social, or geographical/environmental importance by meeting one or more of the following:

- a. Exemplifies specific elements of an architectural style or period;
- b. Is an example of the work of an architect or builder who is recognized for expertise nationally, statewide, regionally, or locally;
- c. Demonstrates superior craftsmanship or high artistic value;
- d. Represents an innovation in construction, materials or design;
- e. Represents a style particularly associated with the Littleton area;
- f. Represents a built environment of a group of people in an era of history;
- g. Represents a pattern or grouping of elements representing at least one of the above criteria;
- h. Has undergone significant historic remodel;
- i. Is the site of a historic event that had an effect upon society;
- j. Exemplifies cultural, political, economic or social heritage of the community;
- k. Represents an association with a notable person or the work of a notable person;
- 1. Represents a typical example/association with a particular ethnic group;
- m. Represents a unique example of an event in Littleton's history;
- n. Enhances sense of identity of the community;
- o. Is an established and familiar natural setting or visual feature of the community.
- The Quinney Residence meets criteria 2a, 2f, 2h, 2j, and 2n.

#### **FISCAL IMPACTS:**

Designation of the Quinney Residence will allow the owners to apply for a rebate of their City of Littleton property taxes. The 2015 City of Littleton property taxes for 5736 South Bemis are \$105.

#### STAFF RECOMMENDATION:

Staff recommends council approve this ordinance.

#### PROPOSED MOTION:

I move to approve on first reading the ordinance designating 5736 South Bemis Street as a historic landmark and to schedule a public hearing on January 5, 2016 at 6:30 p.m. in the council chamber.

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#### CITY OF LITTLETON, COLORADO

#### ORDINANCE NO. 112

#### Series of 2015

#### INTRODUCED BY COUNCIL MEMBERS

# AN ORDINANCE OF THE CITY OF LITTLETON, COLORADO, APPROVING THE DESIGNATION OF 5736 SOUTH BEMIS STREET AS A HISTORIC LANDMARK

**WHEREAS,** the historical preservation board held a public hearing on November 16, 2015, to consider a proposal to designate 5736 South Bemis Street, the legal description for which is Lot 14 & S 1/2 Of Lot 13 Comstock's Addition, as a historic landmark;

**WHEREAS,** at the public hearing, the historical preservation board voted to recommend city council approve the proposed historic landmark designation of 5736 South Bemis Street; and

**WHEREAS**, the city council considered evidence and testimony concerning the proposed historic landmark designation at a public hearing;

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

**Section 1:** The city council finds that the proposed historic landmark designation of 5736 South Bemis Street meets the criteria for designation set forth in Section 4-6-8(A) of the Littleton City Code in that the property is at least 40 years old and represents a build environment of a group of people in an era of history.

**Section 2:** The city council hereby designates 5736 South Bemis Street as a historic landmark.

**Section 4:** Severability. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of this ordinance. The city council hereby declares that it would have passed this ordinance, including each part, section, subsection, sentence, clause or phrase hereof, irrespective of the fact that one or more parts, sections, subsections, sentences, clauses or phrases may be declared invalid.

**Section 5:** Repealer. All ordinances or resolutions, or parts thereof, in conflict with this ordinance are hereby repealed, provided that this repealer shall not repeal the repealer clauses of such ordinance nor revive any ordinance thereby.

INTRODUCED, AS A BILL at the regularly scheduled meeting of the city council of the of the City of Littleton, Colorado, on the 15<sup>th</sup> day of December, 2015; passed on first reading by a vote of \_FOR and \_AGAINST; and ordered published by posting at the Littleton Center, Bemis Library, Municipal Courthouse and on the City of Littleton website.

PUBLIC HEARING on the Ordinance to take place on the 5<sup>th</sup> day of January, 2016 in the Council Chamber, Littleton Center, 2255 West Berry Avenue, Littleton, Colorado, at the hour of 6:30 p.m., or as soon as it may be heard.

PASSED on second and final reading, following public hearing, by a vote of \_FOR and \_\_AGAINST on the 5<sup>th</sup> day of January, 2016 and ordered published by posting at the Littleton Center, Bemis Library, the Municipal Courthouse, and on the City of Littleton website.

ATTEST:		
Wendy Heffner	Bruce O. Beckman	
CITY CLERK	MAYOR	
APPROVED AS TO FORM:		
Kristin Schledorn CITY ATTORNEY		

1	CITY OF LITTLETON, COLORADO
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3	HISTORICAL PRESERVATON BOARD RESOLUTION NO. 1
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5	Series of 2015
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7	A RESOLUTION OF THE HISTORICAL PRESERVATON
8	BOARD OF THE CITY OF LITTLETON, COLORADO,
9	RECOMMENDING APPROVAL OF DESIGNATION OF 5736
10	SOUTH BEMIS STREET AS A HISTORIC LANDMARK.
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12	WHEREAS, §4-6-6 of the city code defines the powers and duties of the
13	historical preservation board and states that the board shall review nominations for historic
14	landmark designation and make recommendations to the city council regarding historic
15	designation.; and
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17	WHEREAS, §4-6-8, §4-6-9, and §4-6-11 of the city code establish the
18	procedures and criteria for nomination and designation of historic landmarks; and
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20	WHEREAS, the historical preservation board has received a nomination for
21	historic landmark designation of a property at 5736 South Bemis Street; and
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23	WHEREAS, upon inquiry for nomination the director's assigned representative,
24	Senior Planner Dennis Swain, and the Vice-Chair Katherine McMurray, contacted the
25	owner of the property and outlined the reasons and effects of designation as a historic
26	property and secured the consent of the owner to such designation; and
27	
28	WHEREAS, the historical preservation board held a public hearing on
29	November 16, 2015, to consider recommending to city council designation of the property
30	at 5736 South Bemis Street;
31	NOW THE PROPERTY OF THE PROPER
32	NOW, THEREFORE, BE IT RESOLVED BY THE HISTORICAL
33	PRESERVATION BOARD OF THE CITY OF LITTLETON, COLORADO, THAT:
34	
35	1. The historical preservation board finds that the property is at least 40 years
36	old and represents a built environment of a group of people in an era of
37	history; and
38	2. The historical preservation board does hereby recommend that city council
39	designate 5736 South Bemis Street as a historic landmark
40	DIEDODIACED DE AD AND AD COMPO
41	INTRODUCED, READ AND ADOPTED at a regularly scheduled meeting of
42	the Historical Preservation Board of the City of Littleton, Colorado, on the 16 <sup>th</sup> day of
43	November, 2015, at 7:00 p.m. in the Littleton Center, 2255 West Berry Avenue, Littleton,
44	Colorado.
45	A TENDE OF
46	ATTEST:

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City Attorney

	DocuSigned by:	DocuSigned by:
47	Denise Ciernia	Margi Clute - home
48	D03BC259132D426	
49	Denise Ciernia, Recording Secretary	Margi Clute, Chair
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51	APBROWED AS TO FORM:	
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53	4A3FB34EA4384FE	
54	Kristin Schledorn	



# City of Littleton

5b Littleton Center 2255 West Berry Avenue Littleton, CO 80120

#### **Staff Communication**

File #: Resolution 87-2015, Version: 1

Agenda Date: 12/15/2015

Subject:

Resolution approving a contract with the State of Colorado to fund a historic building survey for the Littleton Boulevard corridor

Presented By: Dennis Swain, Senior Planner

#### **POLICY QUESTION:**

Does city council support approving a contract with the State of Colorado to fund a historic building survey for the Littleton Boulevard corridor?

#### **BACKGROUND:**

The City of Littleton has been awarded a Colorado State Historical Fund grant to help pay for a historic survey of all commercial buildings in the Littleton Boulevard corridor and has budgeted matching funds for the project. The total cost is \$48,100. The grant award is 73% of the project cost at \$35,000 and the city's match is 27% of the cost at \$13,100. Work on the project will begin once the contract has been executed.

The survey will build upon other work done with assistance from the Colorado State Historical Fund and the Certified Local Government grant program, including the 2000-2001 Historic Building Survey and the Historic Context of Littleton, Colorado, 1949-1967.

The survey will provide essential background information for future land-use plans by identifying potential individual landmarks and historic districts.

#### **STAFF ANALYSIS:**

Consistent with the adopted Citywide Plan, approval of the contract with the State of Colorado will allow the city to identify buildings that meet the criteria for preservation and, in turn, those that can be replaced as the Littleton Boulevard corridor redevelops. That information will be essential when the city undertakes a corridor plan for Littleton Boulevard.

#### **FISCAL IMPACTS:**

The City match of \$13,100 has been budgeted.

#### STAFF RECOMMENDATION:

Staff recommends approval.

#### **PROPOSED MOTION:**

I move to approve the resolution approving a contract with the State of Colorado to fund a historic building survey of the Littleton Boulevard corridor.

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25	NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNC	IL OF
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28	The contract between the City of Littleton and the State of Col	orado,
29	Department of Higher Education, Colorado Historical Society, dba H	listory
30	Colorado, is hereby approved.	
31	INTRODUCED, READ AND ADOPTED at a regularly scheduled mee	ting of
32		Ü
33	the City Council of the City of Littleton, Colorado, on the 15 <sup>th</sup> day of December, 20	)15, at
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35	6:30 p.m.at the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.	
36	ATTEST:	
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39	Wendy Heffner Bruce O. Beckman	
40	CITY CLERK MAYOR	
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42	APPROVED AS TO FORM:
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46	Kristin Schledorn
47	City Attorney

Form	(R	5	/98	)
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Department or Agency Name
History Colorado, the Colorado Historical Society
Department or Agency Number
GCA
Routing Number
APPROVED WAIVER FORM #37-D

#### CONTRACT #2016-M1-030

THIS CONTRACT, Made this day of,, by and between the State of Colorado for the use and benefit of the Department of Higher Education, History Colorado, the Colorado Historical Society, 1200 Broadway, Denver, Colorado 80203, hereinafter referred to as the State and/or History Colorado, and the City of Littleton, 2255 West Berry Avenue, Littleton, Colorado 80120, hereinafter referred to as the "Contractor",
WHEREAS, authority exists in the Law and Funds have been budgeted, appropriated and otherwise made available and a sufficient uncommitted balance thereof remains available for encumbering and subsequent payment of this Contract under Encumbrance Number ———in Fund Number 401, Appropriation Account 401 and Organization SHFG; and

WHEREAS, required approval, clearance and coordination has been accomplished from and with appropriate agencies; and

WHEREAS, Article 12-47.1-1201 of the Colorado Revised Statues and Subsection (5) (b) (III) of Section 9 of Article XVIII of the state constitution, provide for the annual distribution of monies from the State Historical Fund; and

WHEREAS, the Contractor is eligible in accordance with law to receive a State Historical Fund preservation grant award for acquisition and development projects, survey and planning projects, and education projects; and

WHEREAS, this Contract (hereinafter "Contract" or "Agreement") sets forth the Scope of Work, Budget and List of Submittals, hereinafter referred to as the "Project",

NOW THEREFORE, it is hereby agreed that:

- 1. The Contractor shall use funds subject to this Contract in support of Project #2016-M1-030 "Historic Buildings Survey". In accordance with the Scope of Work attached hereto as Exhibit A, including all applicable plans and specifications developed prior to or during the contract period, which are hereby made a part of this Contract by reference.
- 2. APPLICABLE STANDARDS: The Contractor agrees that it will perform the activities and produce the deliverables listed in Exhibit C in accordance with the pertinent sections of the applicable Secretary of the Interior's Standards for Archaeology and Historic Preservation. Contractor shall perform any and all survey activities and submittals in accordance with the Survey Manual and How to Complete Colorado Cultural Resource Inventory Forms, Volumes I and II, June 1998 (Revised December 2001) for any and all survey activities and projects (copies of which are available through History Colorado).
- 3. RIGHT OF USE: All copyrightable materials and/or submittals developed or produced under this contract are subject to a royalty-free, nonexclusive, and irrevocable license to History Colorado to reproduce, publish, display, perform, prepare derivative works or otherwise use, and authorize others to reproduce, publish, display, perform, prepare derivative works, or otherwise use, the work or works for History Colorado and/or State Historical Fund purposes.
- 4. CONTRACT EFFECTIVE DATE: The term of this Contract shall be from January 31, 2016 through January 31, 2018.

The performance of the work must be commenced within sixty (60) days of the Contract beginning date unless a longer period is approved in writing by the State Historical Fund Administrator. The performance of the work must be completed no later than thirty (30) days prior to the Contract ending date.

5. COMPENSATION AND METHOD OF PAYMENT: In consideration of the project described in Exhibit A and subject to on time delivery of completion of the milestones contained in the *List of Submittals* set forth in Exhibit C, the **State shall pay to the Contractor a grant not to exceed thirty five thousand dollars (\$35,000.00).** 

Unless otherwise specified in Exhibit C, the State shall advance forty-percent (40%) of the total grant amount upon proper execution of this contract and upon submission of a SHF Payment Request, fifty-percent (50%) will be paid to the Contractor upon submission and approval of the Interim SHF Financial Report. The remaining ten-percent (10%) of the grant amount shall be paid following Contractor's submission and the State's approval of the Final SHF Financial Report and SHF Payment Request Form (Attachments 1 and 2). All payments are subject to the satisfactory completion of milestones described in Exhibit C and submission by Contractor of either documented proof or certification of expenditures with each financial report.

Expenditures incurred by the Contractor prior to execution of this Contract are not eligible expenditures for State reimbursement. If the Project involves matching funds the SHF may allow prior expenditures in furtherance of the Scope of Work to be counted as part of such matching funds.

- 6. ACCOUNTING: At all times from the effective date of this Contract until completion of this Project, the Contractor shall maintain properly segregated books of State funds, matching funds, and other funds associated with this Project. All receipts and expenditures associated with said Project shall be documented in a detailed and specific manner, and shall accord with the Budget set forth in Exhibit B. Contractor may adjust budgeted expenditure amounts up to ten percent (10%) within said Budget without approval of the State and document the adjustments in the next financial report. Adjustments of budget expenditure amounts in excess of ten percent (10%) must be authorized by the State. In no event shall the State's total financial obligation exceed the amount shown in Paragraph 5 above. Interest earned on funds advanced by the State shall be applied to eligible project expenditures, and will be deducted from the final payment.
- 7. AUDIT: The State or its authorized representative shall have the right to inspect, examine, and audit Contractor's records, books, and accounts, including the right to hire an independent Certified Public Accountant of the State's choosing and at the State's expense to do so. Such discretionary audit may be called for at any time and for any reason from the effective date of this Contract until three (3) years after the date final payment for this Project is received by the Contractor provided that the audit is performed at a time convenient to the Contractor and during regular business hours.
- 8. PARTIES RELATIONSHIP: CONTRACTOR IS A GRANTEE AND NOT AN EMPLOYEE OR AGENT OF THE STATE. THE CONTRACTOR SHALL HAVE NO AUTHORITY, EXPRESS OR IMPLIED, TO BIND THE STATE TO ANY AGREEMENTS OR UNDERSTANDINGS WITHOUT THE EXPRESS WRITTEN CONSENT OF THE STATE. CONTRACTOR REPRESENTS THAT IT HAS OR SHALL SECURE AT ITS OWN EXPENSE ALL PERSONNEL BY THE CONTRACTOR UNDER THIS CONTRACT. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING WORKMEN'S COMPENSATION COVERAGE AND UNEMPLOYMENT COMPENSATION COVERAGE FOR ALL OF ITS EMPLOYEES TO THE EXTENT REQUIRED BY LAW, AND FOR ENSURING THAT ALL SUBCONTRACTORS MAINTAIN SUCH INSURANCE. THE CONTRACTOR SHALL PAY WHEN DUE ALL REQUIRED EMPLOYMENT TAXES AND INCOME TAX WITHHOLDING. ALL OF THE SERVICES REQUIRED HEREUNDER SHALL BE PERFORMED BY THE CONTRACTOR OR UNDER Its SUPERVISION.
- 9. REPRESENTATIVES AND NOTICES: All notices required to be given by the parties hereunder shall be given by certified or registered mail to the individuals at the addresses set forth below, who are also the designated representatives for the project. Any party may from time to time designate in writing substitute addresses or persons to whom such notices shall be sent.

To the State:

Steve W. Turner

Vice President OAHP and SHF/Deputy SHPO

History Colorado 1200 Broadway,

Denver, Colorado 80203

To the Contractor:

Mr. Dennis Swain City of Littleton 2255 West Berry Avenue

Littleton, Colorado 80120

- 10. ADA COMPLIANCE: The Contractor assures the State that at all times during the performance of this contract no qualified individual with a disability shall, by reason of such disability, be excluded from participation in, or denied benefits of the service, programs, or activities performed by the Contractor, or be subjected to any discrimination by the Contractor upon which assurance the State relies. Further, all real property improvements shall conform to applicable ADA requirements.
- 11. DISSEMINATION OF ARCHAEOLOGICAL SITE LOCATIONS: Contractor agrees to provide History Colorado with copies of any archaeological surveys developed during the course of, or under a project financed either wholly or in part by History Colorado. The Contractor agrees to otherwise restrict access to such archaeological surveys, as well as access to any other information concerning the nature and location of archaeological resources, in strict accordance with the provisions of History Colorado-Office of Archaeology and Historic Preservation, Dissemination of Cultural Resource; Policy and Procedures, adopted October 1991 (Revised Nov. 2002), a copy of which is available from History Colorado.
- 12. REPORTS: Contractor shall deliver project progress reports to the State every six (6) months during the project which document the progress of the Project, and SHF Financial Reports (Attachment 1) as described and at the times in the List of Submittals (Exhibit C).
- 13. MATCHING FUNDS: Contractor agrees to make available the necessary funds to complete the Project and provide matching funds, if applicable, in accordance with the Project Budget as set forth in Exhibit B. In the event that said matching funds become unavailable, the State may, in its sole discretion, reduce its total funding commitment to the Project in proportion to the reduction in matching funds.

If the total funding set forth in the Project Budget is not expended on completion of the Project, the State may reduce its pro-rata share of the unexpended budget.

- 14. CONSULTANTS/SITE VISITS: The State may:
  - a. Review any project planning documents and methods for conformity with the applicable standards, manuals, and guidelines;
  - b. Make site visits as determined necessary by the State before, during and/or at the conclusion of the Project to provide on-site technical advice and to monitor progress.
  - Any exercise of the State's rights under this Paragraph 14 shall not relieve the Contractor of any of its Contract obligations.
- 15. PUBLIC ACKNOWLEDGMENT OF FUNDING SOURCE: In all publications and similar materials funded under this Contract, a credit line shall be included that reads: "This project is/was paid for in part by a History Colorado State Historical Fund grant." In addition, History Colorado reserves the right to require that the following sentence be included in any publication or similar material funded through this program: "The contents and opinions contained herein do not necessarily reflect the views or policies of History Colorado".
- 16. REMEDIES: In addition to any other remedies provided for in this contract, and without limiting its remedies otherwise available at law, the State may exercise the following remedial actions if the Contractor substantially fails to satisfy or perform the duties and obligation in this Contract. Substantial failure to satisfy the duties and obligations shall be defined to mean significant, insufficient, incorrect, or improper performance, activities, or inaction by the Contractor. These remedial actions are as follows:
  - a. Suspend the Contractor's performance pending necessary corrective action as specified by the State without Contractor's entitlement to adjustment in price/cost or schedule; and/or
  - b. Withhold payment to Contractor until the necessary services or corrections in performance are satisfactorily completed in accordance with the Standards, the SHF Grants Manual and/or the terms and conditions of this Contract; and/or
  - c. Request the removal from work on the contract of employees or agents of the Contractor whom the State justifies as being incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued employment on the contract the State deems to be contrary to the public interest or not in the best interest of the State; and/or
  - d. Deny payment for those services or obligations which have not been performed and which due to circumstances caused by the Contractor cannot be performed, or if performed would be of no value to the State. Denial of the amount of payment must be reasonably related to the value of work or performance lost to the State; and/or
  - e. Declare all or part of the work ineligible for reimbursement; and/or
  - f. In the event of a violation of this Agreement, and in addition to any remedy now or hereafter provided by law, History Colorado may, following reasonable notice to the Contractor institute suit to enjoin said violation or to require the restoration of the Property to its condition at the time of this Agreement or condition at the time of the most recent satisfactory inspection by History Colorado. History Colorado shall be entitled to recover all costs or expenses incurred in connection with such a suit, including all court costs and attorney's fees.
  - g. Terminate the contract for default.
- 17. CUMULATIVE EFFECT: The above remedies are cumulative and the State, in its sole discretion, may exercise any or all of them individually or simultaneously.
- 18. TERMINATION OF CONTRACT FOR DEFAULT: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the State shall, in addition to other remedies, thereupon have the right to terminate this Contract for default by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, products, submittals, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
  - Notwithstanding the above, the Contractor shall not be relieved of liability to the State for any damages sustained by the State by virtue of any breach of the Contract by the Contractor, and the State may withhold any payments to the Contractor for the purpose of setoff until such time as the exact amount of damages due the State from the Contractor are determined.
- 19. TERMINATION BY STATE: The State may terminate this Contract at any time the State determines that the purposes of the distribution of State monies under the Contract would no longer be served by completion of the Project. The State shall effect such termination by giving written notice of termination to the Contractor and specifying the effective date thereof, at least twenty (20) days before the effective date of such termination. In that event, all finished or unfinished documents and other materials paid for with State funds shall, at the option of the State, become its property. If the Contract is terminated by the State as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made. Provided, however, that if less than sixty percent (60%) of the project covered by this Contract has been completed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment)

for that portion of the actual out-of-pocket expenses (not otherwise reimbursed under this Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the project covered by this Contract. If this Contract is terminated due to the fault of the Contractor, Paragraph 18 hereof relative to termination shall apply.

- 20. CHANGES: This Contract is intended as the complete integration of all understandings between the parties, at this time, and no prior or contemporaneous addition, deletion, or other amendment hereto, including an increase or decrease in the amount of monies to be paid to the Contractor, shall have any force or effect whatsoever, unless embodied in a written contract amendment incorporating such changes executed and approved pursuant to the State's Fiscal Rules. Notwithstanding this provision, modifications to Exhibit A (Scope of Work) and/or to Exhibit C (List of Submittals) may be approved by letter of agreement, agreed to in writing by all parties, providing that no such letter of agreement may alter either the total amount of funds payable under the contract, as set forth in Paragraph 5, or the contract period, as set forth in Paragraph 4, unless such changes are embodied in a written contract amendment executed and approved pursuant to the State's Fiscal Rules.
- 21. CONFLICT OF INTEREST: Contractor agrees not to engage in any conduct, activity, or transaction related to this contract which would constitute a conflict of interest under any applicable State or Federal law.
- 22. COMPLIANCE WITH APPLICABLE LAWS: At all times during the performance of this Contract, the Contractor shall strictly adhere to all applicable Federal and State laws that have been or may hereafter be established.
- 23. SEVERABILITY: To the extent that this Contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the Contract, the terms of this Contract are severable, and should any term or provision hereof be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision hereof. The waiver of any breach of a term hereof shall not be construed as waiver of any other term.
- 24. BINDING ON SUCCESSORS: Except as herein otherwise provided, this Contract shall inure to the benefit of and be binding upon the parties, or any subcontractors hereto, and their respective successors and assigns.
- 25. ASSIGNMENT: No party, nor any subcontractors hereto, may assign its rights or duties under this Contract without the prior written consent of the other parties.
- 26. SURVIVAL OF CERTAIN CONTRACT TERMS: Notwithstanding anything herein to the contrary, the parties understand and agree that all terms and conditions of this contract and the exhibits and attachments hereto which may require continued performance of compliance beyond the termination date of the contract shall survive such termination date and shall be enforceable by the State as provided herein in the event of such failure to perform or comply by the Contractor or their subcontractors.
- 27. CORA DISCLOSURE: To the extent not prohibited by federal law, this Contract and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.
- 28. STATEWIDE CONTRACT MANAGEMENT SYSTEM: If the maximum amount payable to Grantee under this Grant is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this §28 applies.

Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state contracts and inclusion of contract performance information in a statewide Contract Management System.

Grantee's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State fiscal rules, policies and guidance. Evaluation and Review of Grantee's performance shall be part of the normal Grant administration process and Grantee's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee's obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and rating shall be rendered within 30 days of the end of the Grant term. Grantee shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Grantee demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by CHS, and showing of good cause, may debar Grantee and prohibit Grantee from bidding on future grants. Grantee may contest the final Evaluation, Review and rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Grantee, by the Executive Director, upon showing of good cause.

### SPECIAL PROVISIONS

#### (The Special Provisions apply to all contracts except where noted in italics.)

1, CONTROLLER'S APPROVAL. CRS 24-30-202 (1).

This contract shall not be valid until it has been approved by the Colorado State Controller or designee.

2, FUND AVAILABILITY. CRS 24-30-202(5.5).

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

GOVERMENTAL IMMUNITY.

No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS 24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. 1346(b) and 2671 et seq., as applicable now or hereafter amended.

4. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

COMPLIANCE WITH LAW.

Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

6. CHOICE OF LAW.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.

BINDING ARBITRATION PROHIBITED.

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.

SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00.

State or other public funds payable under this contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any ermedy available at law or in equity or under this contract, including, without limitation, immediate termination of this contract and any termedy consistent with federal copyright laws or applicable licensing restrictions.

EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS 24-18-201 and 24-50-507.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employee any person having such known interests.

VENDOR OFFSET. CRS 24-30-202 (1) and 24-30-202.4. [Not Applicable to intergovernmental contracts]

Subject to CRS 24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for. (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS 39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

 PUBLIC CONTRACTS FOR SERVICES. CRS 8-17.5-101. [Not Applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]

Contractor certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this contract, through participation in the E-Verify Program or the Department program established pursuant to CRS 8-17.5-102(5)(c), Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor (a) shall not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this contract, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS 8-17.5-102(5), by the Colorado Department of Labor and Employment. If Contractor participates in the Department program, Contractor shall deliver to the contracting State agency, Institution of Higher Education or political subdivision a written, notarized affirmation, affirming that Contractor has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Contractor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this contract f

12. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS 24-76.5-101. Contractor, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjuty that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS 24-76.5-101 et seq., and (c) has produced one form of identification required by CRS 24-76.5-103 prior to the effective date of this contract.

Revised January 1, 2009 2nd Revision March 10, 2009

# CONTRACT SIGNATURE PAGE

#### THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

\*Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.

CONTRACTOR: (Grant Recipient)	STATE OF COLORADO John W. Hickenlooper, GOVERNOR	
City of Littleton	*	
Legal Name of Contracting Entity	BY: Interim Executive Directors or Designee Robert E Musgraves/Steve W Turner	
*Signature of Authorized Officer	— History Colorado	
1	Date:	
Date	Department of Higher Education	
<b>Y</b>	STATE HISTORICAL FUND	
Print Name of Authorized Officer		
	BY:	
	Director or Designee	
	Steve W. Turner, Vice President OAHP & SHF/Deputy SHPO	
Print Title of Authorized Officer		
	WAIVER CONTRACT REVIEWER	
	BY:	
	Contracts Officer or Designee	
	Susan Frawley, State Historical Fund	
	Date:	
ALL CONTRACTS MUST BE	E APPROVED BY THE STATE CONTROLLER	
signed and dated below by the State Controlle:	ler to approve all State Contracts. This Contract is not valid until r or delegate. Contractor is not authorized to begin performance ning prior thereto, the State of Colorado is not obligated to pay goods and/or services provided hereunder.	
STA	ATE CONTROLLER rt Jaros, CPA, MBA, JD	
BY:		
Michelle Zale		
History Colorado,		
Date:		
	Revised, September 24, 2015	

#### SCOPE OF WORK

I. Project Purpose: The purpose of this project is to complete an architectural survey of 82 non-residential properties along the Littleton Boulevard Corridor in Littleton, Colorado, in order to identify properties or districts that may be eligible for the National, State and/or local registers; provide critical background information useful for future city planning initiatives; and educate the public about Littleton Boulevard and its historic resources. This will be accomplished by reviewing and updating existing survey data for 35 properties surveyed in 2001, preparing a Historical and Architectural Reconnaissance Form (1417) for 39 properties; an Architectural Inventory Form (1403) for 43 properties, and a survey report, all in accordance with the standards documented in the Colorado Cultural Resource Survey Manual.

#### II. The Scope of Work is as follows:

- A. Survey Planning
  - 1. Finalize survey boundary.
  - 2. Finalize survey objectives and methodology.
  - 3. Establish standards for collecting and recording survey data.
  - 4. Compile list of research resources.
  - 5. Conduct research and update existing historic context.
  - 6. Photograph streetscapes and locate available historical images.
  - 7. Hold initial public meeting and inform property owners of survey goals.
- B. Research, Fieldwork, and Survey Documentation
  - 1. Collect survey data, photograph properties, conduct historical research, and prepare maps.
  - 2. Review and update 2001 survey data for 35 properties in survey area.
  - 3. Attend interim consultation meeting with SHF/OAHP staff.
  - 4. Complete 39 reconnaissance level (Form 1417) forms in accordance with OAHP survey standards.
  - 5. Complete 43 intensive level (Form 1403) forms in accordance with OAHP survey standards.
  - 6. Prepare survey report in accordance with OAHP survey standards.
  - 7. Provide survey data in PDF and electronic database formats to the SHF/OAHP.
- C. Public Outreach
  - 1. Develop PowerPoint presentation outlining survey project and results.
  - 2. Present survey project and results to the public.
  - 3. Distribute and publicize survey results.

In accordance with Section 12-47.1-12-1 C.R.S. (1999) The Limited Gaming Act which authorizes the Colorado Historical Society to administer the State Historical Fund as a statewide grants program

#### PROJECT BUDGET

TASK	AMOUNT
A. Survey Planning	\$ 6,000
B. Research, Fieldwork, and Survey Documentation	\$ 40,600
C. Public Outreach	\$ 1,500
PROJECT TOTAL	\$ 48,100
Grant Award (72.77%)	\$ 35,000
Cash Match (27.23%)	\$ 13,100

Travel must be within SHF/State allowable rates (\$.52/mile - mileage, \$100/night - Hotel, \$51/day - Per Diem)

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City of Littleton Historic Buildings Survey Project #2016-M1-030

#### LIST OF SUBMITTALS

Project Reports				
Project Reports		<u>Due Date</u>	Society Response	
a.	Payment Request Form (Attachment 1). Deliverables #1 - 4 below must be reviewed and approved before Advance payment is made.	N/A	Advance payment of grant award \$14,000.	
Ъ.	Progress Report # 1	May 1, 2016	Review*	
c.	Progress Report # 2	August 1, 2016	Review*	
d.	Progress Report # 3	November 1, 2016	Review*	
e.	Interim Financial Report (Attachment 1). Deliverables #5 - 11 below must be reviewed and approved before Interim payment is made.	November 15, 2016 **	Review & Approve. Interim payment of grant award \$17,500.	
f.	Progress Report # 4	February 1, 2017	Review*	
g.	Progress Report # 5	May 1, 2017	Review*	
h.	Progress Report # 6	August 1, 2017	Review*	
i.	Progress Report # 7	November 1, 2017	Review*	
j.	Final Financial Report (Attachment 1).	November 15, 2017 ***	Review & Approve. Final payment of grant award \$3,500.	

<sup>\*</sup>At the discretion of the SHF technical staff, progress reports may not receive a response.

Project period ends on January 31, 2018. All deliverables due on or before this date.

<sup>\*\*</sup> Interim financial report due date is a guideline. Please submit Interim financial report when 40% or more of advance has been expended and you are ready for the next payment.

<sup>\*\*\*</sup> Final Payment is a reimbursement ONLY after all contractors have been paid.

#### PROJECT DELIVERABLES

Submit the following Project Deliverables.

#### Project Deliverables

- 1. Initial Consultation with SHF Historic Preservation Specialist
- 2. Copy of RFP or RFQ, if necessary
- 3. Consultant Resume: Survey Consultants
- 4. Subcontract Certification: Survey Consultants
- 5. List of 39 Properties to be Surveyed at the Reconnaissance Level
- 6. List of 43 Properties to be Surveyed at the Intensive Level
- 7. Documentation of public outreach plan and sample letter to property owners
- 8. Verification of notification of initial public meeting
- 9. Representative sample of OAHP Reconnaissance and Intensive Survey Forms (1417 and 1403)
- 10. Interim Consultation with SHF and OAHP Staff
- 11. Draft Survey Report and Survey Forms
- 12. Final Survey Report and Survey Forms
- 13. Verification of notification of additional public meetings, if any
- 14. Documentation (dates, times, agendas, list of attendees, minutes) of all public meetings
- 15. Copy of additional public outreach materials (video, presentations, etc.)
- 16. URL for survey information, if applicable
- 17. CD or thumb drive containing high quality survey images, PDFs of survey forms and report, and survey database
- 18. End of Project Report

#### Society Response

Review/Comment and or Approve Review/Comment and or Approve

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STEP 1) General Information:  Project #  Grant Recipient:		Project Title: Grant Recipient Contact:		
al Report (Step match) made t	3) is not required to be subcontractors and is	completed whe	n you are requesting a ork on the project sinc	n Advance Payment. e your last payment
nly One Box ayment 2nd	Interim Payment <i>(if app</i>	licable) 🔲 Final P	ayment  Easement	Payment
iving an Interir nd deliverables	n Payment. Final payr due before submitting	nent is a reimb	utsement ONLY. Ple st. Contingency fund	ease refer to Exhibit C o
	Award Ratio G	rant Funds:	% / Cash Mate	ch: %
		DATE PAID	WARRANT or CHECK #	AMOUNT PAID
I hereby certify that all expenses reported above have been PAID and that all of the information is correct and that any false or misrepresented information may require immediate repayment of any or all funds.		2 <sup>nd</sup> Interim Fi	nancial Report Total	
			DO NOT WRITE IN TI Reviewed Quality C	HIS AREA Theck for Payment
	st a payment and Report (Step match) made to the bottom of	Grant Recipiens of a payment and report expenses for all Report (Step 3) is not required to be match) made to subcontractors and in the bottom of the form. Include a construction of the form. Include a construct of the bottom of the form. Include a construct of the bottom of the form. Include a construct of the bottom of the form. Include a construct of the bottom of the form. Include a construct of the bottom of the form. Include a construct of the bottom of the form. Include a construct of the bottom of the form. Include a construct of the bottom of the form. Include a construct of the bottom of the form. Include a construct of the bottom of the form. Include a construct of the bottom of the form. Include a construct of the bottom o	st a payment and report expenses for your project. Ind all Report (Step 3) is not required to be completed when match) made to subcontractors and individuals for we at the bottom of the form. Include a completed Certifically One Box ayment \$\begin{array}{c} 2^{nd} \end{array}\$ Interim Payment (if applicable) \$\begin{array}{c} Final Payment is a reimbout deliverables due before submitting a payment requestion in Eastern Fee invoice when requestion in Exhibit B of Contract \$\end{array}\$ DATE as listed in Exhibit B of Contract \$\end{array}\$ PAID \$\end{array}\$ DATE above have been PAID and that all of the or misrepresented information may funds.    The trim Final Fina	Grant Recipient Contact:  st a payment and report expenses for your project. Indicate the payment you all Report (Step 3) is not required to be completed when you are requesting as match) made to subcontractors and individuals for work on the project since it the bottom of the form. Include a completed Certification of Expenditure and the bottom of the form. Include a completed Certification of Expenditure and the bottom of the form. Include a completed Certification of Expenditure and the bottom of the form. Include a completed Certification of Expenditure and the bottom of the form. Include a completed Certification of Expenditure and the bottom of the form. Include a complete include a complete and the bottom of the form. Include a complete and the bottom of the form of the form of the form of the bottom of the form of



# City of Littleton

Littleton Center 2255 West Berry Avenue Littleton, CO 80120

#### **Staff Communication**

File #: Resolution 84-2015, Version: 1

Agenda Date: 12/15/2015

Subject:

Resolution authorizing an Agreement Regarding Final Design and Construction of Drainage and Flood Control Improvements for Little's Creek at Gallup Street between the city and the Urban Drainage and Flood Control District

Presented By: Mark Relph, Public Works and Utilities Director

#### **POLICY QUESTION:**

Does city council support an agreement with the Urban Drainage and Flood Control District for the design and construction of improvements on Little's Creek?

#### **BACKGROUND:**

Little's Creek is the stream running through Downtown Littleton, through Sterne Park and along Sterne Parkway. The Urban Drainage and Flood Control District (UDFCD) and the City of Littleton completed a flood hazard area delineation for Little's Creek in 1977 and preliminary design report in 1978. Almost all improvements recommended by the design report have been completed. At South Gallup Street, the report recommends a large culvert along with selected channelization and drop structures to stabilize the streambed.

This is the last improvement for Little's Creek and will require multiple years to complete. All other recommended improvements on Little's Creek located within Littleton have been completed. The most recent improvements were on Sterne Parkway, between West Lake Avenue and South Windermere Street.

An Intergovernmental Agreement (IGA) with UDFCD is needed to begin the drainage and flood control improvements on Little's Creek. UDFCD will manage the project with Littleton's assistance.

#### **STAFF ANALYSIS:**

The existing culvert on Little's Creek at South Gallup Street has very limited capacity for drainage. Whenever there is significant rainfall, the stream often overtops the banks and floods adjacent streets. The proposed improvements call for a much larger culvert and channel transitions to convey stream flows. Additional storm sewer for local street drainage and extensive utility relocation will also be required.

UDFCD has a maintenance eligibility program for drainages. The stream between South Gallup Street and South Greenwood Street is experiencing erosion. The proposed work includes stabilizing the stream and reducing the impacts of the 100-year flood (i.e. 1% chance in any given year) on adjacent residences. The improvements will be eligible for future maintenance by UDFCD.

#### FISCAL IMPACTS:

UDFCD has estimated the total cost of this improvement to be approximately \$1.5 million. UDFCD has

#### File #: Resolution 84-2015, Version: 1

allocated \$250,000 in its five- year plan over three years starting in 2015. It is proposed that the city will match this funding over those same three years.

This IGA will allocate the city's share for 2015 and begin the design process. As the project progresses through design,, it is anticipated the city council will be asked to consider funding in the 2016 and 2017 budgets.

Littleton's match will be from the Storm Drainage Utility Fund, specifically the storm drainage projects account. Sufficient funds have been allocated in 2015 to pay for the city's share of the project. UDFCD and Littleton's 2015 contribution amounts and percentages from each party are equal at \$250,000 each.

#### STAFF RECOMMENDATION:

Staff recommends city council approve and authorize the IGA with UDFCD for drainage improvements on Little's Creek.

#### PROPOSED MOTION:

I move to approve the resolution authorizing an Agreement Regarding Design and Construction of Drainage and Flood Control Improvements for Little's Creek at Gallup Street between the city and the Urban Drainage and Flood Control District.

1		CLETON, COLORADO	
2	Resolution No. 84		
4 5	5 Se	eries, 2015	
6 7 8 9 10 11 12	A RESOLUTION OF THE COLORADO, COLORA	CITY COUNCIL OF THE CITY OF AUTHORIZING AN AGREEMENT AND CONSTRUCTION OF DRAINAGE OVEMENTS FOR LITTLE'S CREEK AT IN THE CITY AND THE URBAN ROL DISTRICT.	
14 15 16	WHEREAS, the Council n government bodies to furnish or receive go such services and to enter into cooperative of	nay, by resolution, enter into contracts with other vernmental services, to make or pay for charges for r joint activities with other government bodies;	
17 18 19 20 21	WHEREAS, the City of L Agreement Regarding Final Design and Improvements for Little's Creek, contribut South Gallup Street to South Greenwood Str	ittleton desires to enter into an Intergovernmental I Construction of Drainage and Flood Control ting funds for drainage work from approximately reet; and	
<ul><li>22</li><li>23</li><li>24</li><li>25</li></ul>	WHEREAS, the City's shad Agreement, shall be a contribution of 50% of 50%.	re of the costs of the project, as set forth in the f the actual project costs, plus indirect costs;	
26 27	THE CITY OF LITTLETON, COLORA	IT RESOLVED BY THE CITY COUNCIL OF DO, THAT:	
28 29 30 31	The Agreement Regarding Fi Control Improvements for Little's Creek at 0 approved.	nal Design and Construction of Drainage and Flood Gallup Street (Agreement No. 15-08.13) is hereby	
32 33		O ADOPTED at a regularly scheduled meeting of the	
34	City Council of the City of Littleton, Colora	ado, on the 15 <sup>th</sup> day of December, 2015, at 6:30 p.m.	
35	at the Littleton Center, 2255 West Berry Av	enue, Littleton, Colorado.	
36 37 38	7		
39 40 41	Wendy Heffner CITY CLERK	Bruce O. Beckman MAYOR	
42 43 44	2 APPROVED AS TO FORM: 3		
45 46	Kristin Schledorn		

# AGREEMENT REGARDING FINAL DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR LITTLES CREEK AT GALLUP STREET CITY OF LITTLETON, ARAPAHOE COUNTY

Agreement No. 15-08.13

	THIS AGREEMENT, made this	day of	, 2015, by and
betw	veen URBAN DRAINAGE AND FLOOD	CONTROL DISTRICT (her	einafter called "DISTRICT")
and	CITY OF LITTLETON (hereinafter called	l "CITY") and collectively kr	nown as "PARTIES";
	WITNESSETH:		
	WHEREAS, DISTRICT, in a policy star	tement previously adopted (F	Resolution No. 14, Series of
1970	and Resolution No. 11, Series of 1973) e	xpressed an intent to assist po	ablic bodies which have
here	tofore enacted floodplain regulation measu	ares; and	
	WHEREAS, PARTIES participated in a	joint planning study titled "I	Major Drainageway Planning,
Lee	Gulch, Littles Creek, Phase B Preliminary	Design" by KKBNA Consul	tants, dated September 1978
(her	einafter called "PLAN"); and		
	WHEREAS, PARTIES now desire to pr	roceed with the design, right-	of-way acquisition and
cons	struction of drainage and flood control imp	provements for Littles Creek a	at Gallup Street (hereinafter
calle	ed "PROJECT"); and		
	WHEREAS, DISTRICT has adopted at	a public hearing a Five-Year	Capital Improvement
Prog	gram (Resolution No. 52, Series of 2014) f	or drainage and flood control	facilities in which PROJECT
was	included in the 2015 calendar year; and		
	WHEREAS, DISTRICT has heretofore	adopted a Special Revenue F	Fund Budget for calendar year
201:	5 subsequent to public hearing (Resolution	No. 46, Series of 2014) whi	ch includes funds for
PRO	DJECT; and		
	WHEREAS, DISTRICT's Board of Dire	ectors has authorized DISTR	ICT financial participation for
PRO	DJECT (Resolution No. 37, Series of 2015)	); and	
	WHEREAS, the City Council of CITY	and the Board of Directors of	f DISTRICT have authorized,
by a	appropriation or resolution, all of PROJEC	T costs of the respective PAF	RTIES.
	NOW, THEREFORE, in consideration	of the mutual promises conta	ined herein, PARTIES hereto
	agree as follows:		
1.	SCOPE OF THIS AGREEMENT		
	This Agreement defines the responsibil	ities and financial commitme	nts of PARTIES with respect
	to PROJECT.		
2.	SCOPE OF PROJECT		

Final Design. PROJECT shall include the final design of improvements in accordance with

the recommendations defined in PLAN. Specifically, the final design of facilities shall

A.

- extend along Littles Creek from approximately Greenwood Street to Gallup Street, as shown on Exhibit A.
- B. <u>Right-of-Way Delineation and Acquisition</u>. Right-of-way for the improvements as set forth in the final design and an estimate of costs for acquisition shall be determined. Maps, parcel descriptions and parcel plats shall also be prepared.
- C. <u>Construction</u>. PROJECT shall include construction by DISTRICT of the drainage and flood control improvements as set forth in the final design and vegetation establishment.

#### 3. PUBLIC NECESSITY

PARTIES agree that the work performed pursuant to this Agreement is necessary for the health, safety, comfort, convenience, and welfare of all the people of the State, and is of particular benefit to the inhabitants of PARTIES and to their property therein.

#### 4. PROJECT COSTS AND ALLOCATION OF COSTS

- A. PARTIES agree that for the purposes of this Agreement PROJECT costs shall consist of and be limited to the following:
  - 1. Final design services;
  - 2. Construction of improvements;
  - 3. Contingencies mutually agreeable to PARTIES.
- B. It is understood that PROJECT costs as defined above are not to exceed \$500,000 without amendment to this Agreement.

PROJECT costs for the various elements of the effort are estimated as follows:

	<u>ITEM</u>	AMOUNT
1.	Final Design	\$150,000
2.	Construction	300,000
3.	Contingency	50,000
	Grand Total	\$500,000

This breakdown of costs is for estimating purposes only. Costs may vary between the various elements of the effort without amendment to this Agreement provided the total expenditures do not exceed the maximum contribution by all PARTIES plus accrued interest.

C. Based on total PROJECT costs, the maximum percent and dollar contribution by each party shall be:

	Percentage Share	Maximum Contribution
DISTRICT	50.00%	\$250,000
CITY	50.00%	250,000
TOTAL	100.00%	\$500,000

#### 5. MANAGEMENT OF FINANCES

As set forth in DISTRICT policy (Resolution No. 11, Series of 1973, Resolution No. 49, Series of 1977, and Resolution No. 37, Series of 2009), the funding of a local body's one-half share may come from its own revenue sources or from funds received from state, federal or other sources of funding without limitation and without prior Board approval.

Payment of each party's full share (CITY - \$250,000; DISTRICT - \$250,000) shall be made to DISTRICT subsequent to execution of this Agreement and within 30 days of request for payment by DISTRICT. The payments by PARTIES shall be held by DISTRICT in a special fund to pay for increments of PROJECT as authorized by PARTIES, and as defined herein. DISTRICT shall provide a periodic accounting of PROJECT funds as well as a periodic notification to CITY of any unpaid obligations. Any interest earned by the monies contributed by PARTIES shall be accrued to the special fund established by DISTRICT for PROJECT and such interest shall be used only for PROJECT upon approval by the contracting officers (Paragraph 12).

Within one year of completion of PROJECT if there are monies including interest earned remaining which are not committed, obligated, or disbursed, each party shall receive a share of such monies, which shares shall be computed as were the original shares; or, at CITY request, CITY share of remaining monies shall be transferred to another special fund held by DISTRICT.

#### 6. FINAL DESIGN

The contracting officers for PARTIES, as defined under Paragraph 13 of this Agreement, shall select an engineer mutually agreeable to both PARTIES. DISTRICT shall contract with selected engineer and shall supervise and coordinate the final design including right-of-way delineation subject to approval of the contracting officer for CITY. Payment for final design services shall be made by DISTRICT as the work progresses from the PROJECT fund established as set forth above.

Final design services shall consist of, but not be limited to, the following:

- A. Preparation of a work plan schedule identifying the timing of major elements in the design;
- B. Delineation of required right-of-way/easements;
- C. Preparation of detailed construction plans and specifications;
- D. Preparation of an estimate of probable construction costs of the work covered by the plans and specifications;
- E. Preparation of an appropriate construction schedule.

#### 7. MANAGEMENT OF CONSTRUCTION

- A. <u>Costs</u>. Construction costs shall consist of those costs as incurred by the most qualified contractor(s) including detour costs, licenses and permits, utility relocations, and construction related engineering services as defined in Paragraph 4 of this Agreement.
- B. Construction Management and Payment
  - 1. DISTRICT, with the assistance of CITY, shall administer and coordinate the construction-related work as provided herein.

- 2. DISTRICT, with assistance and approval of CITY, shall select and award construction contract(s).
- 3. DISTRICT shall require the contractor to provide adequate liability insurance that includes CITY. The contractor shall be required to indemnify CITY. Copies of the insurance coverage shall be provided to CITY.
- 4. DISTRICT, with assistance of CITY, shall coordinate field surveying; staking; inspection; testing; acquisition of right-of-way; and engineering as required to construct PROJECT. DISTRICT, with assistance of CITY, shall assure that construction is performed in accordance with the construction contract documents including approved plans and specifications and shall accurately record the quantities and costs relative thereto. Copies of all inspection reports shall be furnished to CITY on a weekly basis. DISTRICT shall retain an engineer to perform all or a part of these duties.
- 5. DISTRICT, with approval of CITY, shall contract with and provide the services of the design engineer for basic engineering construction services to include addendum preparation; survey control points; explanatory sketches; revisions of contract plans; shop drawing review; as-built plans; weekly inspection of work; and final inspection.
- 6. PARTIES shall have access to the site during construction at all times to observe the progress of work and conformance to construction contract documents including plans and specifications.
- DISTRICT shall review and approve contractor billings and send them to CITY for approval. DISTRICT shall remit payment to contractor based on billings approved by PARTIES.
- 8. DISTRICT, with assistance and written concurrence by CITY, shall prepare and issue all written change or work orders to the contract documents.
- 9. PARTIES shall jointly conduct a final inspection and accept or reject the completed PROJECT in accordance with the contract documents.
- 10. DISTRICT shall provide CITY a set of reproducible "as-built" plans.
- C. Construction Change Orders. In the event that it becomes necessary and advisable to change the scope or detail of the work to be performed under the contract(s), such changes shall be rejected or approved in writing by the contracting officers. No change orders shall be approved that increase the costs beyond the funds available in the PROJECT fund, including interest earned on those funds, unless and until the additional funds needed to pay for the added costs are committed by all PARTIES.

#### 8. MAINTENANCE

PARTIES agree that CITY shall own and be responsible for maintenance of the completed and accepted PROJECT. PARTIES further agree that DISTRICT, at CITY's request, shall assist CITY with the maintenance of all facilities constructed or modified by virtue of this Agreement to the

extent possible depending on availability of DISTRICT funds. Such maintenance assistance shall be limited to drainage and flood control features of PROJECT. Maintenance assistance may include activities such as keeping flow areas free and clear of debris and silt, keeping culverts free of debris and sediment, repairing drainage and flood control structures such as drop structures and energy dissipaters, and clean-up measures after periods of heavy runoff. The specific nature of the maintenance assistance shall be set forth in a memorandum of understanding from DISTRICT to CITY, upon acceptance of DISTRICT's annual Maintenance Work Program.

DISTRICT shall have right-of-access to right-of-way and storm drainage improvements at all times for observation of flood control facility conditions and for maintenance when funds are available.

#### 9. FLOODPLAIN REGULATION

CITY agrees to regulate and control the floodplain of Littles Creek within CITY in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum.

PARTIES understand and agree, however, that CITY cannot obligate itself by contract to exercise its police powers. If CITY fails to regulate the floodplain of Littles Creek within CITY in the manner prescribed by the National Flood Insurance Program and prescribed regulations thereto as a minimum, DISTRICT may exercise its power to do so and CITY shall cooperate fully.

#### 10. TERM OF AGREEMENT

The term of this Agreement shall commence upon final execution by all PARTIES and shall terminate three (3) years after the final payment is made to the construction contractor and the final accounting of funds on deposit at DISTRICT is provided to all PARTIES pursuant to Paragraph 5 herein, except for Paragraph 9. <u>FLOODPLAIN REGULATION</u> and Paragraph 9.

MAINTENANCE, which shall run in perpetuity.

#### 11. LIABILITY

Each party hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own acts or omissions and may insure against such possibilities as appropriate.

#### 12. CONTRACTING OFFICERS

- A. The contracting officer for CITY shall be the Public Works Director, 2255 West Berry Avenue, Littleton, Colorado 80120.
- B. The contracting officer for DISTRICT shall be the Executive Director, 2480 West 26th Avenue, Suite 156B, Denver, Colorado 80211.
- C. The contracting officers for PARTIES each agree to designate and assign a PROJECT representative to act on the behalf of said PARTIES in all matters related to PROJECT undertaken pursuant to this Agreement. Each representative shall coordinate all PROJECT-related issues between PARTIES, shall attend all progress meetings, and shall be responsible for providing all available PROJECT-related file information to the engineer upon request by DISTRICT or CITY. Said representatives shall have the authority for all approvals, authorizations, notices or concurrences required under this Agreement. However,

in regard to any amendments or addenda to this Agreement, said representative shall be responsible to promptly obtain the approval of the proper authority.

#### 13. RESPONSIBILITIES OF PARTIES

DISTRICT shall be responsible for coordinating with CITY the information developed by the various consultants hired by DISTRICT and for obtaining all concurrences from CITY needed to complete PROJECT in a timely manner. CITY agree to review all concept plans, preliminary design plans, and final plans and specifications; and to provide comments within 21 calendar days after the drafts have been provided by DISTRICT to CITY.

#### 14. AMENDMENTS

This Agreement contains all of the terms agreed upon by and among PARTIES. Any amendments to this Agreement shall be in writing and executed by PARTIES hereto to be valid and binding.

#### 15. SEVERABILITY

If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.

#### 16. <u>APPLICABLE LAWS</u>

This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Jurisdiction for any and all legal actions regarding this Agreement shall be in the State of Colorado and venue for the same shall lie in the CITY where PROJECT is located.

#### 17. ASSIGNABILITY

No party to this Agreement shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the nonassigning party or parties to this Agreement.

#### 18. BINDING EFFECT

The provisions of this Agreement shall bind and shall inure to the benefit of PARTIES hereto and to their respective successors and permitted assigns.

#### 29. ENFORCEABILITY

PARTIES hereto agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.

#### 20. TERMINATION OF AGREEMENT

This Agreement may be terminated upon thirty (30) days' written notice by any party to this Agreement, but only if there are no contingent, outstanding contracts. If there are contingent, outstanding contracts, this Agreement may only be terminated upon the cancellation of all contingent, outstanding contracts. All costs associated with the cancellation of the contingent contracts shall be shared between PARTIES in the same ratio(s) as were their contributions.

#### 21. PUBLIC RELATIONS

It shall be at CITY's sole discretion to initiate and to carry out any public relations program to inform the residents in PROJECT area as to the purpose of PROJECT and what impact it may have on them. Technical information shall be presented to the public by the selected engineer. In any event DISTRICT shall have no responsibility for a public relations program, but shall assist CITY as needed and appropriate.

#### 22. NO DISCRIMINATION IN EMPLOYMENT

In connection with the performance of work under this Agreement, PARTIES agree not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified because of race, color, ancestry, creed, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability and further agree to insert the foregoing provision in all subcontracts hereunder.

#### 23. APPROPRIATIONS

Notwithstanding any other term, condition, or provision herein, each and every obligation of CITY and/or DISTRICT stated in this Agreement is subject to the requirement of a prior appropriation of funds therefore by the appropriate governing body of CITY and/or DISTRICT.

#### 24. NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to PARTIES, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of PARTIES that any person or party other than any one of PARTIES receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

#### 25. ILLEGAL ALIENS

PARTIES agree that any public contract for services executed as a result of this intergovernmental agreement shall prohibit the employment of illegal aliens in compliance with §8-17.5-101 *et seq* C.R.S. The following language shall be included in any contract for public services: "The Consultant or Contractor shall not and by signing this Agreement certifies that it does not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant or Contractor shall not enter into a subcontract with a subcontractor that fails to certify to the Consultant or Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services. Consultant or Contractor affirms that they have verified or attempted to verify through participation in the Employment Eligibility Verification Program (E-Verify) previously known as the Basic Pilot Program (created in Public Law 208, 104<sup>th</sup> Congress, As Amended, and expanded in Public Law 156, 108<sup>th</sup> Congress, As Amended, that is administered by the United States Department of Homeland Security that Consultant or Contractor does not employ illegal aliens.

Consultant or Contractor shall not use the E-Verify procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed. In the event that the Consultant or Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Consultant or Contractor shall be required to:

- A. Notify the subcontractor and PARTIES within three days that the Consultant or Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- B. Terminate the subcontract with the subcontractor if within three days of receiving the notice required if the Subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant or Contractor shall not terminate the contract with the Subcontractor if during such three days the Subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Consultant or Contractor is required under this Agreement to comply with any reasonable request by the Colorado Department of Labor and Employment (CDL) made in the course of an investigation the CDL is undertaking pursuant to §8-17.5-102(5) C.R.S.

DISTRICT may terminate this agreement for a breach of contract if Consultant or Contractor does not fully and completely comply with these conditions. If this Agreement is so terminated, the Consultant or Contractor shall be liable for actual and consequential damages to PARTIES.

#### 26. GOVERNMENTAL IMMUNITIES

PARTIES hereto intend that nothing herein shall be deemed or construed as a waiver by any party of any rights, limitations, or protections afforded to them under the Colorado Governmental Immunity Act (Section 24-10-1-1, C.R.S., et seq.) as now or hereafter amended or otherwise available at law or equity.

#### 27. INTENT OF AGREEMENT

Except as otherwise stated herein, this Agreement is intended to describe the rights and responsibilities of and between PARTIES and is not intended to and shall not be deemed to confer rights upon any person or entities not named as PARTIES, nor to limit in any way the powers and responsibilities of the CITY, the DISTRICT or any other entity not a party hereto.

#### 28. EXECUTION IN COUNTERPARTS – ELECTRONIC SIGNATURES

This Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. PARTIES approve the use of electronic signatures for execution of this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement. Only the following two forms of electronic signatures shall be permitted to bind PARTIES to this Agreement, and all subsequent documents requiring the signatures of PARTIES to this Agreement.

A. Electronic or facsimile delivery of a fully executed copy of a signature page; or

B. The image of the signature of an authorized signer inserted onto PDF format documents. Documents requiring notarization may also be notarized by electronic signature, as provided above. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24-71.3-101 to -121.

URBAN DRAINAGE AND

WHEREFORE, PARTIES hereto have caused this instrument to be executed by properly authorized signatories as of the date and year first above written.

		FLOOD CONTROL DISTRICT
(SEAL)		Ву
ATTEST:		Title Executive Director
		Date
TOOLER GERMANN		CITY OF LITTLETON
(SEAL)		Ву
ATTEST:		Title
		Date
APPROVED AS TO FORM:		
CITY Attorney	÷	

# AGREEMENT REGARDING FINAL DESIGN AND CONSTRUCTION OF DRAINAGE AND FLOOD CONTROL IMPROVEMENTS FOR LITTLES CREEK AT GALLUP STREET CITY OF LITTLETON, ARAPAHOE COUNTY

Agreement No. 15-08.13

#### Exhibit A





### City of Littleton

5 d Littleton Center 2255 West Berry Avenue Littleton, CO 80120

#### **Staff Communication**

File #: Resolution 80-2015, Version: 1

Agenda Date: 12/15/15

Subject:

Resolution approving an interfund loan of \$725,000 from the Capital Projects Fund to the Transportation Impact Fee Fund for the East Dry Creek and South Broadway transportation improvements.

Presented By: Doug Farmen, Finance Director

#### **POLICY QUESTION:**

Does city council support a resolution approving a \$725,000 interfund loan from the Capital Projects Fund to the Transportation Impact Fee Fund for the East Dry Creek and South Broadway transportation improvement project?

#### **BACKGROUND:**

The project is required as part of the traffic study completed for the Littleton Village project. The project is the City's pro-rata share of the improvements per a council approved Subdivision Improvement Agreement (SIA) dated July, 2014 due to existing growth and impacts associated with Littleton Village and the surrounding area. This transportation improvement project was budgeted at \$850,000 in 2015 in the Capital Projects Fund. This project will include widening East Dry Creek Road, medians for South Broadway and traffic signalization for this development area. Estimated costs for the project have been increased to \$920,000. The increase is largely due to construction modifications required in the field with the city's share capped at \$935,000 per the SIA.

#### **STAFF ANALYSIS:**

Staff assessed this project and determined the funding is more appropriate from the Transportation Impact Fee Fund than the Capital Fund. Transportation impact fees are the appropriate funding source due to new residential units and new commercial square footage being constructed in Littleton Village. These new homes and businesses will have a significant impact on the transportation system in that area. The City is requiring Littleton Village construct these improvements as a condition of approval for the project and therefore, this project cannot be deferred.

#### **FISCAL IMPACTS:**

The Transportation Impact Fee Fund balance is \$195,000 so the loan amount of \$725,000 will provide supplemental funding for the \$920,000 project.

The proposed interfund loan is for three years at 1.20% annual interest. The interest rate is the current three-year market rate for city investments.

#### STAFF RECOMMENDATION:

Staff recommends approval of the resolution.

#### File #: Resolution 80-2015, Version: 1

#### **PROPOSED MOTION:**

I move to approve the resolution approving an interfund loan of \$725,000 between the Capital Projects Fund and the Transportation Impact Fee Fund for the East Dry Creek and South Broadway transportation improvements, subject to and contingent upon adoption of Ordinance 101-2015 appropriating funds for such transportation improvements.

1	CITY OF LITTLETON, COLORADO
2 3	Resolution No. 80
4	Soming 2015
5 6	Series, 2015
7 8 9	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LITTLETON, COLORADO, APPROVING AN INTERFUND LOAN OF \$725,000 FROM THE CAPITAL PROJECTS FUND AND THE TRANSPORTATION IMPACT FEE FUND FOR THE FAST DRY CREEK AND SOLUTION DROADWAY TRANSPORTATION.
10 11	FOR THE EAST DRY CREEK AND SOUTH BROADWAY TRANSPORTATION IMPROVEMENTS
12	IVII KOVEIVIENTS
13	
14	WHEREAS, capital improvements are necessary at East Dry Creek and South
15	Broadway due to new development, including the nearby Littleton Village project;
16	
17	WHEREAS, use of transportation impact fees for this improvement project are
18	appropriate as they are being used to fund expenditures for capital improvements attributable to
19	new development and not to fund operation, maintenance or replacement costs or to otherwise
20 21	fund the general costs of government;
22	WHEREAS, the Capital Projects Fund has sufficient fund balance to provide an
23	interfund loan to the Transportation Impact Fee Fund for the East Dry Creek and South
24	Broadway transportation capital improvements; and
25	
26	WHEREAS, it is anticipated that transportation impact fees will be collected and
27 28	received within the next three years in sufficient amounts to repay the interfund loan;
26 29	NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
30	CITY OF LITTLETON, COLORADO, THAT:
31	011 01 21122101, 00201122 0, 111111
32 33	<b>Section 1</b> . An interfund loan of \$725,000 from the Capital Projects Fund to the Transportation Impact Fee Fund is hereby approved.
34	
35	<b>Section 2</b> . The loan shall be repaid from transportation impact fees collected
36	and received over the next three years, with 1.20% interest paid annually to the
37	Capital Projects Fund.
38	
39	INTRODUCED, READ AND ADOPTED at a regularly scheduled meeting of the
40	City Council of the City of Littleton, Colorado, on the 15 <sup>th</sup> day of December, 2015, at 6:30 p.m.
41	at the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.
42	ATTEST:
43	

	Resolution No. 80-2015 Page 2 of 2	
44	Wanda Haffman	Davies O. De alamon
45	Wendy Heffner	Bruce O. Beckman
46	CITY CLERK	MAYOR
47		
48	APPROVED AS TO FORM:	
49		
50		
51	Kristin Schledorn	
52	CITY ATTORNEY	
53		
54		
55		



### City of Littleton

5 C Littleton Center 2255 West Berry Avenue Littleton, CO 80120

#### **Staff Communication**

File #: Resolution 81-2015, Version: 1

Agenda Date: 12/15/15

Subject:

Resolution approving an \$893,000 interfund loan from the Capital Projects Fund to the Facilities, Police and Fire Impact Fee Funds for the Station 19 construction project

Presented By: Doug Farmen, Finance Director

#### **POLICY QUESTION:**

Does city council support a resolution approving an \$893,000 interfund loan from the Capital Projects Fund to the Facilities Impact Fee Fund, Police Impact Fee Fund, and the Fire Impact Fee Fund for the Station 19 construction project?

#### **BACKGROUND:**

Station 19 will be a multi-use facility for police, fire and public works services. Impact fees from these respective funds will be used for constructing the project, based on building square footage for each type of use.

#### **STAFF ANALYSIS:**

	Funds Needed	Funds Available	Loan Amount
Fire	\$ 666,000	\$ 98,000	\$ 568,000
Police	\$ 290,000	\$ 132,000	\$ 158,000
Facilities	\$ 832,000	\$ 665,000	\$ 167,000
TOTAL	\$1,788,000	\$ 895,000	\$ 893,000

#### **FISCAL IMPACTS:**

The proposed interfund loan is for three years at 1.20% annual interest. The interest rate is the current three-year market rate for city investments.

#### STAFF RECOMMENDATION:

Staff recommends approval of the resolution.

#### PROPOSED MOTION:

I move to approve the resolution approving an \$893,000 interfund loan from the Capital Projects Fund to the Facilities, Police and Fire Impact Fee Funds for the Station 19 construction project, subject to and contingent upon adoption of Ordinance 106-2015 appropriating funds for construction of Station 19.

File #: Resolution 81-2015, Version: 1

1	CITY OF LITTLETON, COLORADO
2	Resolution No. 81
4	ACSOLUTION 110. 01
5	Series, 2015
6	
7	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LITTLETON,
8	COLORADO, APPROVING AN \$893,000 INTERFUND LOAN FROM THE CAPITAL
9	PROJECTS FUND TO THE FACILITIES, POLICE AND FIRE IMPACT FEE FUNDS
10	FOR THE STATION 19 CONSTRUCTION PROJECT
11	
12	
13	WHEREAS, the 2015 Emergency Services Master Plan recommended the
14	addition of a new facility in the southwestern portion of the city in response to current and future
15	impacts on the fire services system caused by new development;
16	
17	WHEREAS, the city council has determined that it is in the best interest of the
18	city to construct a multi-use facility, for fire, police and public works;
19	WITEDEAS was of facilities notice and fire impact fore is appropriate for
20	<b>WHEREAS</b> , use of facilities, police and fire impact fees is appropriate for construction of the new multi-use facility as they are being used to fund expenditures for new
21 22	capital facilities attributable to new development and not to fund operation, maintenance of
22 23	replacement costs or to otherwise fund the general costs of government; and
23 24	replacement costs of to otherwise fund the general costs of government, and
25	WHEREAS, the Capital Projects Fund has sufficient fund balance to provide
26	loans to the Facilities Impact Fee Fund, Police Impact Fee Fund, and the Fire Impact Fee Fund
27	for the construction of Station 19;
28	for the constitution of station 19,
29	
30	NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
31	CITY OF LITTLETON, COLORADO, THAT:
32	
33	<b>Section 1</b> . The interfund loan of \$167,000 from the Capital Projects Fund to
34	the Facilities Impact Fee Fund; \$158,000 from the Capital Projects Fund to the
35	Police Impact Fee Fund; and \$568,000 from the Capital Projects Fund to the Fire
36	Impact Fee Fund, for a total loan amount of \$893,000, is hereby approved.
37	
38	<b>Section 2</b> . The loans shall be repaid from the respective impact fees
39	(facilities, police and fire) collected and received over the next three years, with
40	1.20% interest paid annually to the Capital Projects Fund.
41	
42	INTRODUCED, READ AND ADOPTED at a regularly scheduled meeting of the
43	City Council of the City of Littleton, Colorado, on the 15 <sup>th</sup> day of December, 2015, at 6:30 p.m.
44	at the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

	Page 2 of 2	
45	ATTEST:	
46 47		
48	Wendy Heffner	Bruce O. Beckman
49	CITY CLERK	MAYOR
50		
51	APPROVED AS TO FORM:	
52		
53		
54	Kristin Schledorn	
55	CITY ATTORNEY	
56		

Resolution No. 81-2015

# Littleton

### City of Littleton

Littleton Center 2255 West Berry Avenue Littleton, CO 80120

#### **Staff Communication**

File #: Resolution 89-2015, Version: 1

Agenda Date: 12/15/15

Subject:

Resolution affirming the City of Littleton Three Mile Plan

Presented By: Jocelyn Mills, Community Development Director

#### **POLICY QUESTION:**

Does city council support renewal of the city's Three Mile Plan?

#### **BACKGROUND:**

State statute requires that local municipalities adopt a Three Mile Plan each year. Colo. Rev. Stat. Section 31-12-105(1)(e) provides that "no annexation may take place that would have the effect of extending a municipal boundary more than three miles in any direction from any point of such municipal boundary in any one year." The statute also requires that prior to annexing any property within the three-mile limit, a municipality must have a plan that generally describes the proposed location, character, and extent of such things as streets, waterfronts, playgrounds, parks, open space, public utilities, and transportation to be provided by the municipality, and the proposed land uses for the area. In addition, any municipality adopting a Three Mile Plan must update the plan on an annual basis.

In 2009, the city council adopted its Three Mile Plan, which consists of an introduction and description, an explanation of how the plan addresses state requirements, and an annexation area map. The Littleton City Map and Littleton's COMPLAN were incorporated into this plan by reference.

In 2010 and 2011 there were no amendments to the city's Three Mile Plan. In 2012, minor changes were made to update the names of two utilities and to change the reference to the COMPLAN since it was amended to include the 2011 Downtown Neighborhood Plan. In 2013, there were no changes made to the plan. In 2014, minor changes were made to update the names of three special districts and to change the reference to the COMPLAN since it again was amended to include the 2014 Citywide Plan. No changes are proposed for 2015.

#### **STAFF ANALYSIS:**

The city has not annexed any property since the Three Mile Plan was first adopted in 2009, so the boundaries of the plan have not changed. Several minor updates have been approved, including names of utilities and special districts and other land use planning documents. No changes are proposed in this year's plan.

#### **FISCAL IMPACTS:**

None.

#### STAFF RECOMMENDATION:

Staff recommends affirming the City of Littleton's Three Mile Plan.

File #: Resolution 89-2015, Version: 1

#### PROPOSED MOTION:

I move to approve the resolution affirming the City of Littleton Three Mile Plan.

1	CITY OF LITTLETON, COLORADO
2	
3	Resolution No. 89
4 5	Series of 2015
6	Delles of Mole
7	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
8	LITTLETON, COLORADO, AFFIRMING THE CITY OF
9	LITTLETON THREE MILE PLAN.
10	
11	
12	WHEREAS, Section 31-12-105(1)(e), C.R.S., provides that no annexation may take place
13	that will extend the municipal boundary more than three miles in any direction from any point of the
14	municipal boundary in any one year, and that no annexation may take place within the three-mile
15	area unless the city has in place a Three Mile Plan that is updated at least once annually;
16	
17	WHEREAS, the City of Littleton adopted a Three Mile Plan in August 2009, which
18	generally describes the existing and proposed location, character, and extent of such things as streets,
19	public improvements and services, utilities, and transportation systems;
20	
21	WHEREAS, the City of Littleton reviewed and affirmed the previously adopted plan in
22	2010, 2011 and 2013;
23	
24	WHEREAS, the City of Littleton updated the plan in 2012 and 2014; and
25	
26	WHEREAS, the city desires to review and affirm the Three Mile Plan.
27	
28 29	NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
30	CITY OF LITTLETON, COLORADO, THAT:
31	CITT OF LITTLETON, COLORADO, IIIAT.
32	The City of Littleton Three Mile Plan is hereby affirmed.
33	The City of Littleton Times wine Train is notedy arithmed.
34	
_	
35	INTRODUCED, READ AND ADOPTED at a regularly scheduled meeting of the City
	a.
36	Council of the City of Littleton, Colorado, on the 15 <sup>th</sup> day of December, 2015, at 6:30 p.m. at the
2 17	Littleton Center 2255 West Demy Avenue Littleton Calarada
37	Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.
38	

Resolution No. 89, Series 2015	
Page 2 of 2	
ATTEST:	
Wendy Heffner	Bruce O. Beckman
CITY CLERK	MAYOR
APPROVED AS TO FORM:	
Kristin Schledorn	
CITY ATTORNEY	

### **City of Littleton Three Mile Plan**

**(December 2015)** 

### **Areas Eligible for Annexation**

#### I. Three Mile Plan.

The purpose of this document is to satisfy the requirements of Section 31-12-105(1) (e), C.R.S. This statute limits municipal annexations to no more than "three miles in any direction from any point of such municipal boundary in any one year." Contiguity as required by Section 31-12-104(1)(a), C.R.S. may be achieved by annexing a platted street or alley, a public or private right-of-way, a public or private transportation right-of-way or area, or a lake, reservoir, stream, or other natural or artificial waterway. The three-mile limit may be exceeded if it would divide a property held in identical ownership, if at least 50% of the property is within the three-mile limit. The limit can also be exceeded to annex an enterprise zone.

Section 32-12-105(1)(e), C.R.S., further requires that prior to annexing any property within the three-mile limit, a municipality shall have in place a plan that generally describes the proposed:

Location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the municipality; and proposed land uses for the area.

Such plan shall be updated at least once annually.

The Three Mile Plan map is intended to illustrate the existing and potential streets and other transportation ways, public area, public utilities, and transportation facilities. The map is a tool to use in evaluating annexation proposals and their potential impacts, and the ability to provide municipal services to lands proposed for annexation to Littleton. The Littleton city map contains the city limits of Littleton and its environs. Major roadways and surrounding developments are also shown on this map. The unincorporated portions of Arapahoe County, Douglas County and Jefferson County within three miles of the City of Littleton boundary are considered to be legally available for annexation pursuant to Section 31-12-105(1)(e), C.R.S., if otherwise eligible for annexation pursuant to the Municipal Annexation Act of 1965.

#### City of Littleton Three Mile Plan

(August 2014) Page 2

Generally, existing City of Littleton and Arapahoe County, Douglas County and Jefferson County zoning establish and reflect land uses within the City of Littleton and the three-mile limit for annexation by the City.

#### II. Utilities.

Xcel Energy provides natural gas and electric utilities within Littleton and the three-mile limit for annexations. It is anticipated that adequate supplies and distribution systems for natural gas and electricity are available to serve anticipated development within the three-mile area. CenturyLink and AT&T provide telephone service. Cable television service is provided by Comcast, pursuant to a franchise agreement with the City of Littleton.

#### III. Public Improvements and Services

Much of the public services, public improvements and public infrastructure within Littleton and the three-mile limit are provided by Littleton, Denver Water, South Suburban Parks and Recreation, numerous special districts, including metropolitan districts, and water and sanitation districts. It is anticipated that in most cases, to the extent that public improvements do not already exist to serve areas annexed to the City, these many special districts, including metropolitan districts, will be the vehicles to construct or acquire the necessary infrastructure and provide the public services.

Significant water and sanitation service providers within the three-mile limit include Denver Water, Southwest Metro Water and Sanitation District, Platte Canyon Water and Sanitation District, Ken Caryl Water and Sanitation District, South Arapahoe Sanitation District, Columbine Sanitation District, Centennial Water and Sanitation District, Roxborough Water and Sanitation District, Dominion Water and Sanitation District, Grant Water and Sanitation District, Southgate Water and Sanitation District, City of Englewood and Cherry Hills Village.

Fire protection, emergency medical and ambulance service is provided to the City of Littleton and the area within the three-mile limit by Littleton Fire Rescue, Littleton Fire Protection District, West Metro Fire District, South Metro Fire Rescue Authority, West Douglas County Fire Protection District and Lockheed Martin Aerospace Fire Department.

Park and recreation facilities are provided to the City of Littleton and the area within the three-mile limit by the City of Littleton, South Suburban Parks and Recreation, Foothills Parks and Recreation, Jefferson County, Douglas County and Highlands Ranch Metropolitan District.

Library services are provided to the City of Littleton and the area within the three-mile limit by the City of Littleton, Jefferson County Public Library, Douglas County Library and Arapahoe Library District.

#### City of Littleton Three Mile Plan

(August 2014) Page 3

#### IV. Transportation.

Littleton and the area within the three-mile limit are currently and in the future will be served by several significant transportation systems, including major state highways, C-470 and the Regional Transportation District's southwest corridor light-rail line.

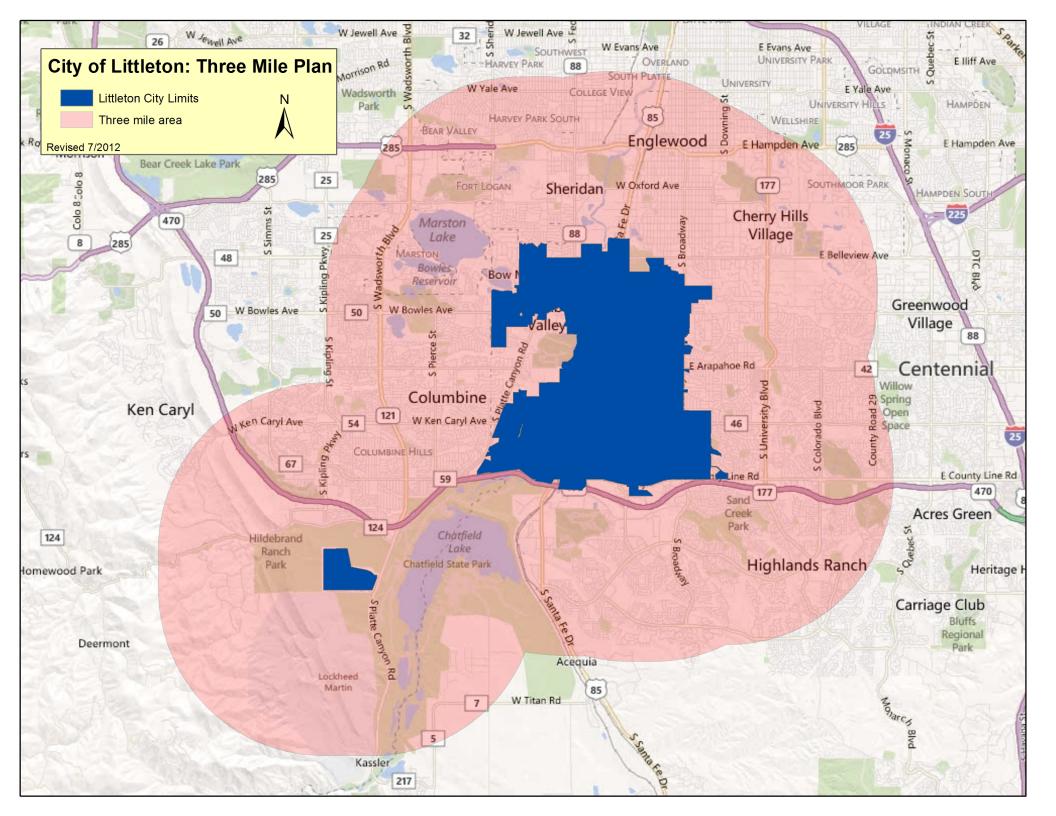
Other significant roadway corridors serving the City of Littleton and the area within the three-mile limit include Littleton Blvd., South Santa Fe Drive (U.S. Highway 85), West Mineral Avenue/Ken Caryl Avenue, West Belleview Avenue, South Broadway, County Line Road and South Wadsworth Blvd.

#### V. Summary.

Throughout the City of Littleton and the area within the three-mile limit for annexation by the City there is a well-developed system of existing streets and other transportation ways, public areas, utilities, public services, infrastructure and improvements, and transportation facilities. Special districts are relied upon to provide many of the public services, infrastructure and improvements, and will be looked to serve newly annexed areas. Generally, it is anticipated that there will be sufficient capability to provide utility and public services, improvements and facilities within the three-mile area. In some cases where the City of Littleton cannot provide all of the direct services, properties in the three-mile area may need to rely on services provided by contracts with special districts and/or jurisdictions.

Attached and incorporated into this plan, to provide additional description of various public improvement and infrastructure systems, are the following:

- 1. Littleton City Map
- 2. City of Littleton COMPLAN adopted 1981, revised and updated February 2000, January 2012 and January 2014



## City of Littleton

## **COMPLAN**

## **Comprehensive Planning Document**

Adopted 1981

Revised February 2000

Reprinted June, 2005

## COMPLAN REVISION HISTORY

• 1981: Adopted

• 1984: Revised to Include the Santa Fe Corridor Study

• 1988: Revised to Include Amendments to Santa Fe Corridor Study Policies

- 1990: South Industrial Neighborhood Revised and Retitled to South Neighborhood
- 1999: Amendments to Add DRCOG MetroVision 2020 Plan and Urban Growth Boundaries
- 2000: COMPLAN Revised and Updated
- 2000: South Santa FE Corridor Plan Revised and Updated
- 2005: Reformatted and Reprinted including Chatfield Activity Center Plan (Trailmark)

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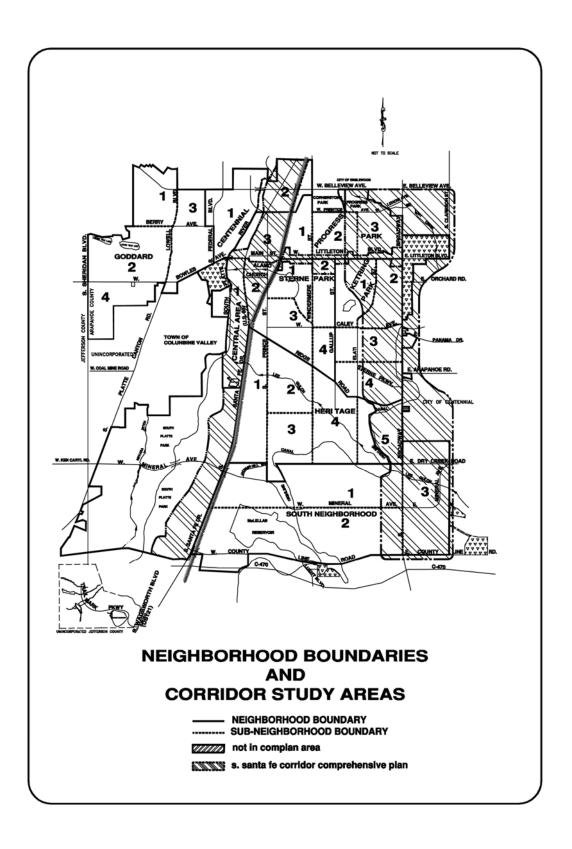
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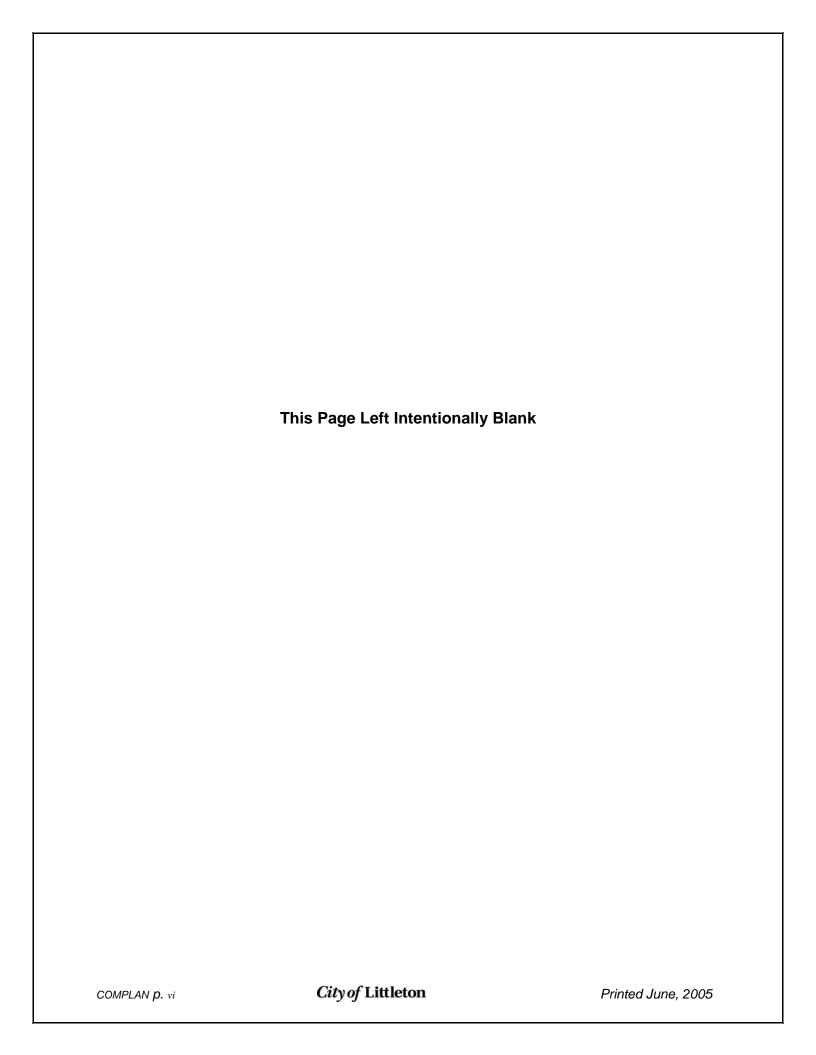
NOTE: Other related planning documents which are available in the Community Development Department are:

- 1) The Broadway Corridor Study
- 2) The Littleton Boulevard Corridor Study

See also the Neighborhood/Corridor Studies Map on the next page.

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### PREFACE

In Littleton's approach, planning is a process of preparing for those things which are likely to happen, and it seeks to bring about those things which the citizenry wish to happen. Therefore, development of a plan involved having the most current knowledge of likely future changes so that accommodations for those changes could be anticipated. The process also included establishment of goals and priorities so that future decisions would give adequate consideration to the desires of the residents. Incorporation of these factors into a plan help assure that the quality of life in Littleton will be preserved; and that quality will improve in the future while accommodating orderly development.

Throughout this process, the Planning Commission, City Council, and Staff recognized that the selected process to develop COMPLAN could succeed only with substantial citizen participation. Although several methods of publicizing the neighborhood meetings were found to be less than satisfactory, direct contact by mail proved to be the most successful. Therefore, attendance at the neighborhood meetings of 5 percent or more of the neighborhood residents was not uncommon. Utilizing this same means to distribute questionnaires was even more successful, with returns averaging about 25 percent throughout the City.

This level of citizen response gives very high credence to the adopted goals and policies. Further, there exists an exceptional degree of citizen interest and involvement in their community. For this, the citizens of Littleton are to be congratulated.

It is also appropriate to note that, while this document represents the culmination of a major phase of COMPLAN, this does not signify that Littleton's comprehensive planning effort is complete. Before the last neighborhood plan was adopted, programs were initiated to implement programs recommended by other neighborhood plans. Incidental to the implementation programs, the existing neighborhood policies are being reexamined to establish their continued validity and/or shortcomings. During this phase of COMPLAN as well, the citizens of Littleton will be asked to review and comment on the nature and/or level of service they receive from their local government. This process will lead to a comprehensive statement of service policies which will serve as the standard for providing governmental services. Thus, COMPLAN is a dynamic, ongoing program—not a single shot, soon-forgotten program—all too common in comprehensive planning.

Inasmuch as the success, or failure, of a comprehensive plan is measured by its impact on the community, we feel it to be significant that the following programs and projects have been initiated by, or significantly influenced by, COMPLAN:

- Economic Development Program
- Downtown Revitalization
- Small Cities Grant
- Sterne Park and Slaughterhouse Gulch (Vaughn Gardinier Greenway) extensions Little's Creek flood control project
- Riverfront Development Program
- Railroad Depression
- > RTD Transit Facilities
- Improving east/west traffic movement
- Bowles Grove Park Development
- ➤ Major Revisions to the Zoning Ordinance and Subdivision Regulations

Many other achievements which may be considered "less visible", but which are nevertheless important, include: improved school crossings; more strict environmental code enforcement; intensified traffic patrol; and better communications with citizens. These are a few examples of City actions which resulted from citizen input at neighborhood meetings and not necessarily from formal goals or policies contained in the adopted plans. Given the relatively short existence of COMPLAN, the activities it has generated and/or influenced clearly mark this as a successful program.

As noted above, the COMPLAN program is a product of the citizens. The success of the program is a product of the citizens, as well. Without your participation and support there would be no COMPLAN. Therefore, on behalf of the Planning Commission and the City Council, we wish to express our appreciation by dedicating this publication to you the Citizens of Littleton.

COMPLAN p. 2 City of Littleton Printed June, 2005

## INTRODUCTION

Littleton's Comprehensive Planning Program was devised as a means by which residents and businessmen could provide direction to City officials on decisions affecting future growth and development, and maintenance of a sound, viable community. The City was divided into eight geographic neighborhoods (shown opposite), each of which developed its own set of goals and policies which comprise the individual neighborhood plans. By design, these neighborhood plans basically deal with the physical aspects of each neighborhood, i.e. land use, parks and open space, transportation, etc. Each plan was considered by the Planning Commission at a formal public hearing held within the respective neighborhood. Upon adoption by the Commission, the plans were ratified by the Littleton City Council and became official part of the overall Comprehensive Plan for the City. As a portion of the overall Plan, each neighborhood plan serves as a guide for day-to-day decision making.

Subsequently, the Planning Commission studied the combined goals and policies of the neighborhoods. Based on that study, the Commission developed a comprehensive statement of goals and policies for the City-at-large. As with the neighborhood plans, these comprehensive goals and policies are primarily directed toward the City's physical character. These goals and policies, too, were considered and adopted by the Commission at a formal public hearing, then ratified by the City Council.

In each neighborhood, the planning process began with the City Staff conducting extensive research into the neighborhood; its history, its present conditions and characteristics, and its likely future changes. This information was presented at a meeting held within the neighbor-hood. From the Staff-generated information and the citizen input received at the initial neighborhood meeting, a comprehensive questionnaire was then prepared. Results from the questionnaire, together with citizen input received at subsequent meetings, were translated into a set of possible future alternatives for the neighborhood by the City's technical staff. Those alternatives, determined by the citizens to be the most appropriate, comprised the policy plan presented to the Planning Commission and City Council as the plan for that neighborhood.

This document combines all neighborhood and community-wide goals and policies adopted during the five-year comprehensive planning effort in Littleton. While this document provides a concise, but complete, statement of the official goals and policies of the City, this does not constitute the entire content of the Comprehensive Plan. The several neighborhood plans, community-wide plans, and associated documents are too voluminous to reproduce in large quantities. Therefore, the abridged format used in this document was selected for convenience and economy.

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## ACCOMPLISHED POLICIES OF CONTINUED IMPORTANCE

## PARKS AND OPEN SPACE

The City shall prepare a long-term development, design, and management program for the South Platte Park.

The City shall pursue the necessary acquisition or development of land that will complete planned parks or greenways.

The Ivan Thomas Greenway along Lee Gulch is a major recreational resource for the neighborhood and it should be fully developed to provide a continuous greenbelt with trails.

A greenbelt in Slaughterhouse Gulch from Windermere to Rio Grande Streets and along the Englewood City Ditch by the railroad tracks.

That the proposed expansion of Sterne Park to the area west of Bemis Street be designed to accomplish the dual purpose of flood control and recreation by limiting development to natural, passive recreation uses.

## **TRANSPORTATON**

Redevelopment following South Platte Channel improvements should include an attractive and accessible pedestrian and bicycle network and centralized parking to avoid adding traffic congestion to the Santa Fe corridor.

That Mineral Avenue be designated and completed as a major east-west arterial route connecting East Dry Creek Road with Santa Fe Drive.

That the Regional Transportation District be encouraged to acquire land in the neighborhood in anticipation of providing additional mass transit service to the area.

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## LAND USE

That an exclusive pedestrian and bicycle way be provided connecting the residential areas west of the South Platte River with the business uses and the college east of South Santa Fe Drive. This pedestrian and bicycle way should provide a separate and safe crossing of South Santa Fe.

That the floodplain and floodway for Slaughterhouse Gulch be designated and adopted, and that this area be dedicated as public open space.

That the Carnegie Library building and the old City Hall building, which have been officially designated as historic structures, be preserved as local historic monuments.

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## COMMUNITY-WIDE GOALS AND POLICIES

The following community-wide goals and policies were developed through two procedures. In 1975, a set of tentative goals for the community were given approval by the Planning Commission and City Council. During the individual neighborhood comprehensive planning processes, residents were asked to consider and comment on these tentative goals. After the culmination of the neighborhood studies, the Planning Commission reviewed the context of these tentative goals in light of the citizens' input and made appropriate modifications.

A somewhat different procedure was employed to develop the community-wide policies. To the extent possible, policies were based on neighborhood policies which were common to several neighborhoods or significantly affected more than a single neighborhood. This was possible, primarily, where common elements of the individual neighborhood plans existed; e.g. land use, open space, and transportation and traffic. As noted in the introductory remarks, these community-wide policies deal with the City's physical character and development.

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## **COMMUNITY-WIDE GOALS**

- **Goal 1:** Preserve Littleton's unique identity by protecting historic structures and emphasizing Littleton's distinct social and economic heritage with consideration given to:
  - a. View preservation
  - b. Landscape preservation
  - c. Topography
  - d. Human Qualities
  - e. Encouragement of variety in housing stock and types of people
- **Goal 2:** Develop Littleton's economic independence and reemphasize downtown as Littleton's economic and social center.
- **Goal 3:** Provide adequate public transportation, both within Littleton itself and as links to other communities in the metropolitan area.
- Goal 4: Acquire and maintain sufficient park, recreation land, open space and trails to maintain a proper balance between developed and recreational land use and to make recreational opportunities easily available to all residents.
- **Goal 5:** Preserve existing neighborhood values while encouraging any new development to make the most efficient use of land, resulting in the highest possible standard of living and the best use of natural resources.
- **Goal 6:** Reduce community and individual property loss from flooding through better storm drainage planning and improvement of existing drainage facilities.
- **Goal 7:** Promote and maintain an attractive and healthful living environment for present and future Littleton residents.
- **Goal 8:** Encourage prudent conservation measures that will protect and assure Littleton's air, water, energy, and land resources for the future.

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## **COMMUNITY-WIDE POLICIES**

## **ANNEXATION**

- Policy 1: The City shall consider annexing only those areas contiguous to the City Limits of Littleton and only where residents and property owners of those areas have expressed interest in annexing to Littleton. The City will be receptive towards the receipt of annexation petitions specifically from the following areas:
  - a. The area west of Littleton to the Jefferson County Line
  - b. The area east of Littleton to University Boulevard
  - c. The area south of Littleton to C-470, if the highway is located south of the present alignment of County Line Road
- **Policy 2:** The City shall consider annexing land only if such annexation can be clearly shown to be economically advantageous as determined by a cost/benefit impact formula.
- **Policy 3:** The City may initiate a more aggressive approach to annexation if it is determined that such actions are necessary to insure that Littleton remains a sound vital community.
- **Policy 4:** The City shall make every consideration not to negatively impact the municipal services of City residents when annexing land to the City.
- **Policy 5:** Should annexation petitions be received, the City will do all that is possible to review for its citizens and those citizens living in the areas proposed to be annexed, the arguments for and against annexation.
- **Policy 6:** The City shall consider the zoning of any newly annexed land in relationship to existing adjacent development.

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## **HOUSING**

- Policy 1: The City Council, with the Planning Commission and the Housing Authority acting in advisory capacities, shall be the authority establishing the housing policies and determining method of implementation.
- **Policy 2:** Assure new and existing dwelling units meet the City's minimum standard housing code.

**COMMENTS:** The present code enforcement program responds to citizen complaints as well as observed violations by the code enforcement officers. Strict but responsive enforcement has been the key. Where there are problems with habitual violators, specific strategies should be explored to combat these problems. The creation of a housing repair course could be part of the solution. A person who is a habitual violator could have the option to attend a class where simple maintenance repairs are taught.

Areas within the City have been designated for housing assistance. The criteria for this designation are based upon the age and condition of houses within the area plus the income level of the area owners.

Periodic interior and exterior inspections should occur to assure the structures within these areas are not deteriorating. The approach for these inspections is to enlist <u>voluntary</u> compliance long before any official action is required by the City. By doing the voluntary program, repairs can be less costly.

- **Policy 3:** Continue the programs in which land purchases are made for the new construction of low and moderate income housing for sale, and small multiple family structures are acquired for rehabilitation to provide "below market' rental housing.
- **Policy 4:** Continue to evaluate participation in federal and state housing assistance programs.

**COMMENTS:** The City is participating in several programs now. Efforts to secure funding to assist the community in providing adequate housing should continue.

**Policy 5:** Continue to explore new techniques that will make housing more affordable and available to a broader segment of the community.

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**COMMENTS:** In order to make ownership opportunities more affordable, the City should investigate programs that would lower the initial housing costs. Incentives to developers to provide lower cost housing mortgage insurance or co-insurance, and the use of state and/or federal programs, should be explored.

Finally, there is a limited amount of land zoned for multiple uses. An analysis of land availability should be done. Land should be rezoned where appropriate.

- **Policy 6:** Prohibit discrimination in housing by continuing to enforce fair housing laws.
- **Policy 7:** Work with DRCOG to help develop ways to accomplish regional housing goals.
- **Policy 8:** Insure that low and moderate income family housing is dispersed throughout the community and compatible with surrounding residential development.

**COMMENTS:** New assisted housing units should be located in areas not already concentrated with public housing. No large scale high rise projects should be developed exclusively for low/moderate family use. Newly constructed units should be developed to complement the areas predominant housing types, design and structure. Houses relocated into neighborhoods also should be rehabilitated to be compatible with the existing structures.

**Policy 9:** Continue to provide housing rehabilitation grants and loans to low/moderate income homeowners.

**COMMENTS:** A housing rehabilitation program was developed and implemented in July, 1977. The program has been designed to assist the elderly and families in the repair of their homes. Assistance is still needed. Staff should monitor houses that are deteriorating and expand efforts to implement the housing rehabilitation program.

**Policy 10:** Explore techniques for assisting owners of rental units in upgrading these homes.

**COMMENTS:** Continue property maintenance education programs such as the existing Rental Property Association of Littleton (RPAL).

**Policy 11:** Encourage known energy efficient construction techniques in all types of housing.

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## **LAND USE**

- **Policy 1:** The City shall emphasize the use of the Planned Development (PD) technique for all new development within the City and provide incentives for developers to use this technique.
- **Policy 2:** The City shall emphasize new development in the vacant areas within the existing developed limits of the City.

**COMMENTS:** Infilling should be encouraged by the City to promote economical use of existing City services and utilities and to encourage energy conservation.

**Policy 3:** New development in the interior of established neighborhoods, not adjacent to arterial streets, should respect the existing densities and land uses of the neighborhoods in order that the character is preserved.

**COMMENTS:** Nearly all the neighborhood policy plans specified the desirability of preserving the existing neighborhood character. It is apparent that Littleton residents are very satisfied with their immediate neighborhood and would like to see the existing residential densities maintained. New peripheral development, adjacent to arterials, must include appropriate transitional land use measures.

**Policy 4:** Commercial rezoning, intruding into existing residential areas along the north and south sides of Littleton Boulevard, shall be prohibited.

**COMMENTS:** It is undesirable and unnecessary to introduce additional commercial land use in the interior of Progress, Ketring, or Sterne Park neighborhoods. Commercial land uses should be kept along the major arterials of Main Street, Broadway, and Santa Fe.

**Policy 5:** Conversion of single family residences to commercial uses along South Broadway, between Ridge Road and Littleton Boulevard, shall be discouraged.

**COMMENTS:** Ample vacant commercial land exists already along major arterials, particularly on South Broadway in the South Neighborhood. At this time, there is no need to convert single family residences to business uses. Perhaps in the future it will be necessary to review this policy.

**Policy 6:** Any new development with Broadway frontage, south of Ridge Road, should be developed as low-intensity commercial and multi-family residential.

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**COMMENTS:** Since the South Neighborhood will be a regional employment center, multi-family residential type development would be appropriate and convenient.

- Policy 7: Development on the west side of South Santa Fe, east of the South Platte Park (south of Ridge Road) should be consistent with the Santa Fe Corridor Study.
- **Policy 8:** Environmentally sensitive areas, such as floodplain, steep slopes, etc., shall be protected from development in order to prevent adverse effect to these areas.
- **Policy 9:** The City shall continue to encourage that energy and environmental concerns be taken into consideration with all new residential and commercial development.

**COMMENTS:** Littleton already has adopted the State's Energy Conservation Standards which sets building criteria for residential and nonresidential construction. Additionally, private and public development should be encouraged to utilize alternative energy sources and siting to maximize energy conservation.

- **Policy 10:** The City will work with the City of Englewood and South Suburban Park and Recreation District to minimize the impact development of Cornerstone Park on the Progress Park Neighborhood.
- **Policy 11:** The City shall pursue an active program to secure new development and redevelopment of commercial and multiple family land uses within the Central Area to achieve the activity center concept.
- Policy 12: The area east of South Santa Fe Drive, south of Alamo Avenue, west of the railroad corridor, and north of Church Avenue should utilize adaptive reuse of existing commercial and residential structures. Historic preservation should be stressed wherever possible to complement redevelopment activity.
- Policy 13: Land west of Santa Fe Drive, south of Church Street, north of Lee Gulch, and east of the South Platte River should be developed in accordance with the Santa Fe Corridor Study and the policies of the Littleton Riverfront Authority.
- Policy 14: The 12 acre site on the northwest corner of Bowles Avenue and South Santa Fe Drive and on the east side of the River should be developed in the highest and best use and as a continuation of the land use area found south of Bowles.

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- **Policy 15:** Land between Belleview and Union Avenue on both sides of the Platte River, west of Santa Fe, should be redeveloped in commercial, office, residential, or recreational use.
- **Policy 16:** Development in the South Neighborhood shall be consistent with the concept of a regional employment center.

**COMMENTS:** The majority of the South Neighborhood has been designed as a regional employment center. As such, the City must assure that the appropriate type of development occurs in this area if adopted economic development objectives are to be realized.

The City must make every effort to attract new development through coordinated marketing and promotion by present landowners. Such a coordinated effort will enable the area to be a single, identifiable entity which can be perceived as a business complex of significant scale. Examples of desirable development include: hotel/motel/convention centers; campus-type office/research centers; and clean, capital-intensive industrial uses.

Development of Highlands Ranch in Douglas County and improved access (C-470, County Line Road, Mineral and Light Rail Transit) will likely make this a prime employment area. All development proposals must be carefully scrutinized as to their conformance with this policy.

It is Council's belief that new industrial and commercial development is in the best interest of the people of Littleton and the most successful in terms of providing a sound financial base for the City in coming years.

# **TRANSPORTATION**

**Policy 1:** Improve transportation facilities and traffic controls to provide safe and efficient traffic circulation.

**COMMENTS:** New signals will be placed where warranted. As traffic signals are repaired or installed they should be coordinated within the Master Traffic Control System. At critical intersections there will be appropriate signing and striping of the streets and alleys. These improvements will be determined by traffic counts and traffic intensities. The City should continue to implement the recommendations of the 1977 Traffic Safety Study.

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**Policy 2:** Provide traffic controls on internal residential and collector streets to improve safety and to maintain proper levels of traffic speed and volume.

**COMMENTS:** Streets should be adequately designed for appropriate residential speeds and sight distances that will allow for safe movement with sufficient discontinuity to discourage through traffic. The traffic engineer will coordinate with neighborhood associations to determine and resolve local traffic problems.

**Policy 3:** Retain Ridge Road as a residential collector street without encouraging additional east/west usage.

In order to discourage greater volumes of traffic, the street will neither be widened nor will traffic signals be installed.

**Policy 4:** Extend Gallup Street for purposes of providing additional access to Heritage High School.

The only access to Heritage High School is from Geddes. Geddes is a residential street which is overloaded with traffic going to the school. This has been a priority in the neighborhood plan. Caution should be taken to design this facility so that through traffic will be discouraged.

- **Policy 5:** Limit direct access on arterial streets to preserve the safety and traffic carrying capabilities of these roadways.
- **Policy 6:** Attention should be given to traffic problems west of the South Platte River.

**COMMENTS:** There are problems of congestion and access on major roads west of the South Platte River. Heavy volumes of traffic are being experienced during peak hours along Bowles, Belleview, Federal and Lowell Boulevard. Analysis of these problems should occur together with the implementation of appropriate solutions.

The City should continue to implement the recommendations of the 1977 Traffic Safety Study.

- Policy 7: Continue to support the widening of Santa Fe to six lanes with the construction of an interchange at Belleview, and with the construction of at-grade intersections at Prince, Bowles, Church, Mineral Avenue and County Line Road, and the construction of a median on Santa Fe within the boundaries of the City.
- **Policy 8:** Work with RTD to provide a strong program of transit improvements.

**COMMENTS:** Improvements in the transit service should enable effective competition with the use of private automobiles.

The City should cooperate with RTD in the development of an effective promotional program to encourage ridership. Where possible, the City should assist RTD in setting up neighborhood meetings so that users and potential users can make comments on the transit system.

**Policy 9:** Encourage and coordinate with RTD in the planning of a light rail transit system.

**COMMENTS:** The City should continue to cooperate with RTD in development of a mass transit corridor in conjunction with the railroad depression. The City should continue to pursue additional viable alternatives with RTD regarding the future movement of people.

**Policy 10:** Maintain and improve existing sidewalks and bike systems so that safe access is provided within the City.

**COMMENTS:** The City should continue to analyze the needs for its pedestrian and bicycle systems. Neighborhood meetings should be held to coordinate sidewalk repairs with the areas' residents. The City's pedestrian and bike recommendations within the 1977 Traffic Safety Study should be implemented. Any potential auto/bike/pedestrian conflicts should be eliminated.

**Policy 11:** Improve pedestrian safety in school zones.

**COMMENTS:** The City should implement the Variable Message Speed Limit Sign program. Construction of new school traffic signals should occur where warranted. Adequate enforcement of traffic controls should occur especially in school zones.

**Policy 12:** Continue to coordinate the development of the South Platte bicycle system and any linkages to that system.

# PARKS AND OPEN SPACE

**Policy 1:** The City shall promote an active park and open space land acquisition program that will assure present and future Littleton residents of ample recreational opportunities.

**COMMENTS:** Parks and recreational facilities are amenities that attract people to Littleton. Currently, the City has over 34 acres of parkland per 1000 population, which is well above the national average of 10.5 acres/1000 population. The City feels that the acquisition of potential park sites is a high priority item in keeping with Littleton's image and heritage. If local funds are available, they shall be leveraged with federal and state grant programs.

**Policy 2:** The City shall make every effort to continue to achieve maximum recreational opportunities for City residents.

**COMMENTS:** Littleton has an untapped recreational and open space resource in 12 school playgrounds dispersed throughout the City. The City, the Park District and the School District should reach a mutually desirable agreement that will specify use, maintenance, liability, etc., in order to permit maximum productive use of these areas.

Policy 3: The City shall continue to work cooperatively with South Suburban Park and Recreation District in acquiring and developing active and passive park sites appropriate to the requirements of Littleton's residents.

**COMMENTS:** Since 1959 South Suburban has been directing the growth and maintenance of Littleton's parks. Currently, there are a number of both active and passive park sites within Littleton. The community and interests of the residents will change over time. Depending on the area of the City, age of the population, the existing parks, etc., the City should encourage South Suburban to develop the type of park or recreational facility that would be most compatible with the wishes of Littleton residents.

**Policy 4:** The City shall have a minimum park and open space standard of 10.5 acres of park/open space per 1000 population.

**COMMENTS:** This standard conforms to the subdivision dedication requirements requiring 10.5 acres of park/open space per 1000 population. The City has adopted this requirement from South Suburban's park land standards.

- **Policy 5:** The City shall develop a "lineal park" on undeveloped portions of Sterne Parkway.
- **Policy 6:** The City should protect McLellan Reservoir as an attractive visual amenity in the South Neighborhood.

**COMMENTS:** The Reservoir will provide pleasant visual relief from the anticipated nearby commercial development.

**Policy 7:** The City should encourage South Suburban Park and Recreation District to provide more intensive use of existing recreational facilities (i.e. lighted tennis courts, extended swimming pool hours, etc.).

# **URBAN DESIGN**

Policy 1: The City shall cooperate with other local governments (e.g., South Suburban, Littleton Public Schools, and Arapahoe County) in the preparation of a city-wide urban design plan that will study and recommend those design features that will enhance Littleton's distinctive character.

**COMMENTS:** This study should identify desirable urban design features, where they should be located, a priority list, and implementation schedule.

**Policy 2:** The City should continue the street tree planting program and encourage the use of a variety of tree types to provide City unity and identity.

**COMMENTS:** Planting appropriate types of trees along city arterials and collector streets shall be an ongoing program and maintenance should be budgeted. A mixture of tree types should be planted so that disease or blight will not affect the City's entire tree stock.

**Policy 3:** The City shall continue an active program to develop, landscape, and maintain road medians to promote City identity and visual continuity.

**COMMENTS:** The beautification program in Littleton is responsible for planning the patterned concrete medians along the main arterials. The City should continue this program (or low maintenance landscaping), with sufficient maintenance funds provided.

**Policy 4:** The City should strengthen the identity of entrances into Littleton.

**COMMENTS:** The sense of entering the City is an important contributor to community identity. The State Highway Department specifies that communities use only standard identifying signs along state roads. However, the City can place and maintain a tasteful sign, symbol or landscaping on non-state roads leading into Littleton.

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# **GENERAL**

**Policy 1:** In 1998, Littleton implemented a program of neighborhood policing. This program has proven to be highly successful in reducing crimes such as vandalism. Neighborhood policing should be retained as a major tool to preserve Littleton's quality of life.

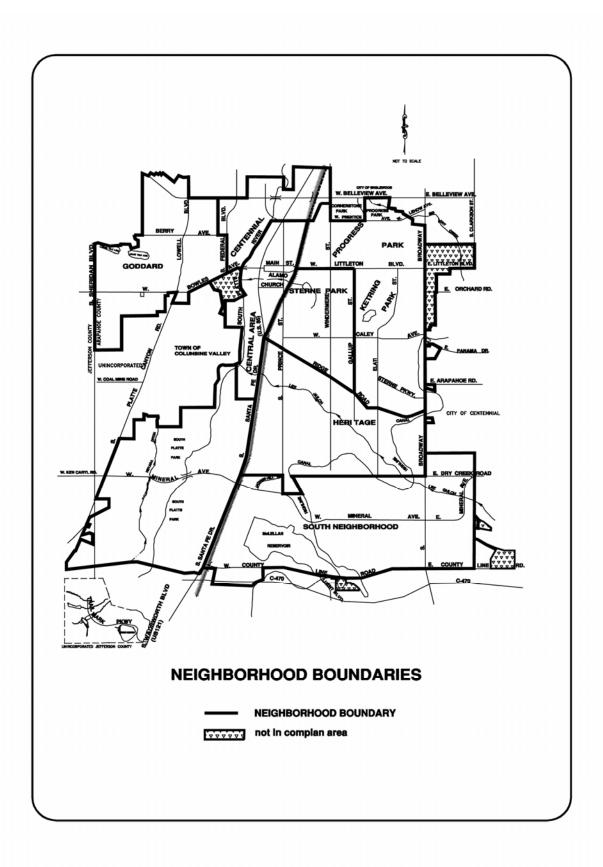
# **REGIONAL PLANNING ACTIVITY**

- Policy 1: The City of Littleton endorses, and adopts by reference, the Metro Vision 2020 Plan (Metro Vision), prepared and adopted by the Denver Regional Council of Governments (DRCOG); and supports the strategies to implement the six core elements of Metro Vision. Under the "Implementation Tenets" of Metro Vision (Voluntary, Flexible. Collaborative, and Effective), and within its ability to perform the necessary steps, the City hereby incorporates into COMPLAN the "Implementation Strategies" of the Metro Vision Plan. Specifically, these strategies are:
  - a. Integration of regional development and transportation plans.
  - b. Air quality integration.
  - c. Water quality integration.
  - d. Service areas.
  - e. Tax policy and revenue-sharing.
- Policy 2: The City of Littleton does hereby adopt, and incorporate into COMPLAN by reference, the Metro Vision 2020 Interim Urban Growth Boundary Map, dated December 17, 1997, or as it may be amended. Further, it is the City's intent that adoption of the Urban Growth Boundary Map includes the Urban Growth Boundaries Flexibility Provisions, dated December 17, 1997, or as they may be amended.

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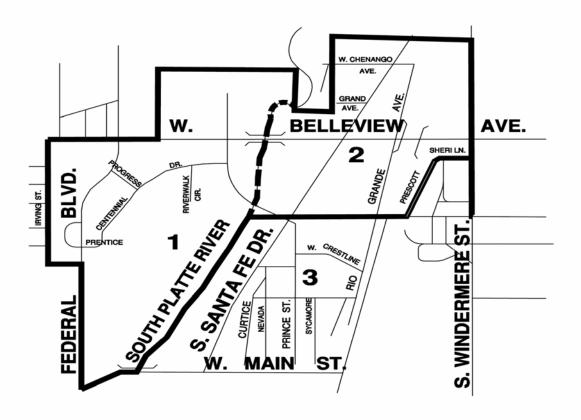
# NEIGHBORHOOD AREAS Goals and Policies

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# **CENTENNIAL NEIGHBORHOOD**



NEIGHBORHOOD BOUNDARY
SUB-NEIGHBORHOOD BOUNDARY

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## CENTENNIAL NEIGHBORHOOD

## **NEIGHBORHOOD GOALS**

**Goal 1:** Preserve the existing character of the neighborhood as exemplified by retail and commercial uses.

**Goal 2:** Encourage an improved street system that will increase ease of access to the area and promote the viability of the area as a commercial and retail center.

**Goal 3:** Encourage joint action of landowners and merchants and the City in solving or minimizing neighborhood problems.

## **NEIGHBORHOOD POLICIES**

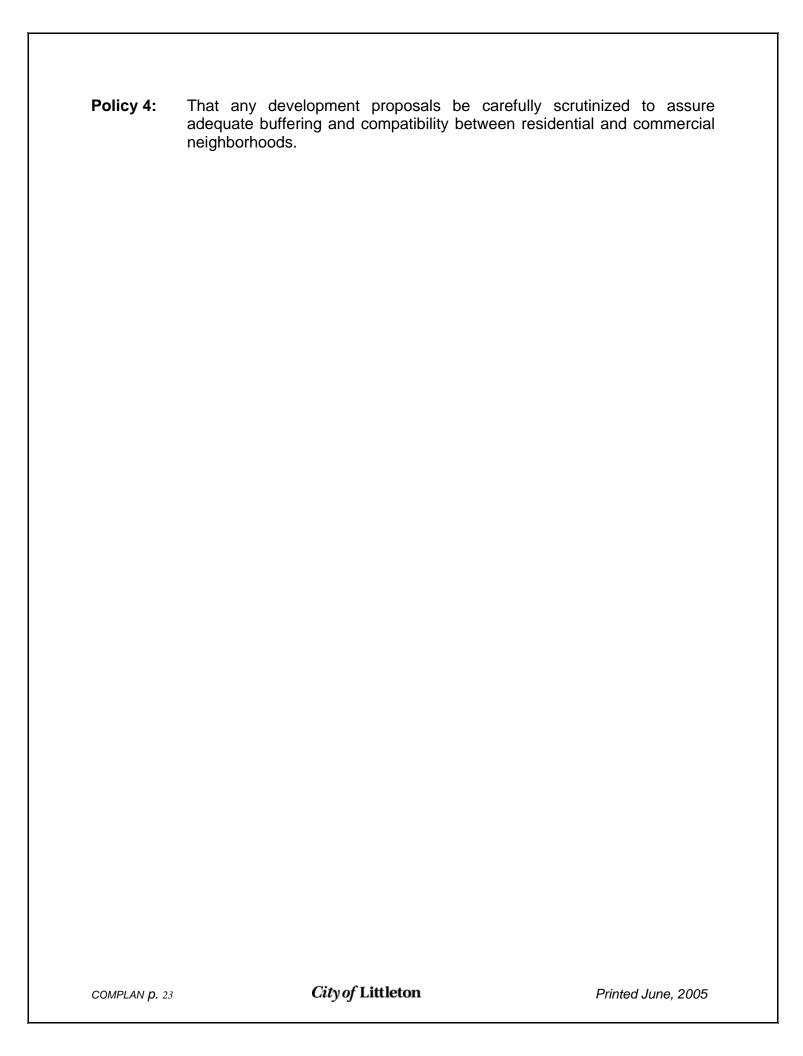
#### **TRANSPORTATION**

**Policy 1:** Pedestrian crossings on Santa Fe drive to the Platte River greenbelt should be encouraged where feasible.

#### **LAND USE**

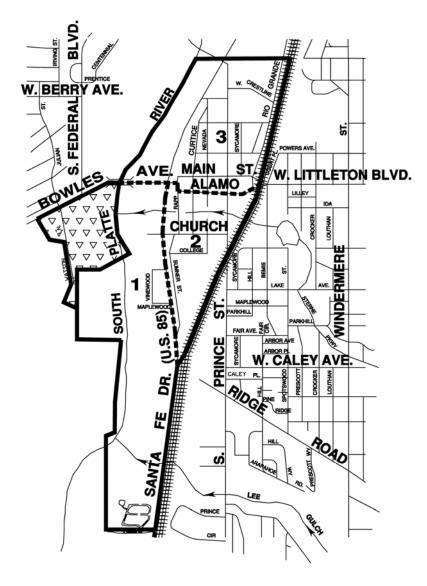
- **Policy 1:** Land made available for redevelopment as a result of the South Platte channelization project should be zoned and developed in keeping with the character of the surrounding neighborhood and the Riverfront plans.
- Policy 2: Remnant parcels of land should be considered for such public uses as open space, parks and parking lots and RTD park and ride locations and should be jointly developed by the Highway Department and the City or other public agencies.
- **Policy 3:** The Old Littleton Sewage Treatment Plant should be retained in City ownership until anticipated highway improvements are completed, to assure proper disposition.

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#### **CENTRAL AREA NEIGHBORHOOD**



NEIGHBORHOOD BOUNDARY

SUB-NEIGHBORHOOD BOUNDARY

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# CENTRAL AREA NEIGHBORHOOD

**COMMENT:** The following neighborhood goals have been developed as a result of the Central Area Task Force reports and neighborhood citizen meetings.

## **NEIGHBORHOOD GOALS**

- Goal 1: Encourage and promote the Central Area as the major activity center of Littleton and prepare a detailed "activity center" plan with specific recommendations and schedules to implement innovative economic and development techniques to achieve the activity center concept. Further, the implementation of this program should be led by strong cooperative actions taken by the City of Littleton.
- **Goal 2:** Improve traffic circulation throughout the Central Area.
- Goal 3: Plan and implement a program to provide additional off-street parking and special pedestrian access to Main Street and the light rail facility.
- **Goal 4:** Encourage the retention of the historic and "small town" character of Main Street.
- Goal 5: Acquire and develop additional open space land for the Central Area to provide exclusive pedestrianways connecting Arapahoe Community College and Main Street.
- **Goal 6:** Encourage and accommodate the private rehabilitation of older residential and commercial structures.
- **Goal 7:** Main Street should be developed and redeveloped as a pedestrian oriented, walk-in retail shopping area with special efforts given to the establishment of a wider range of retail goods and services to attract as great a consumer market as possible.
- **Goal 8:** Continue public and private efforts to beautify the neighborhood.
- Goal 9: Portions of the Central Area, known as the Littleton Main Street Historic District, and individual structures (e.g., Richard Little home) have been

designated locally significant historic areas/structures. Preservation of these areas and structures is essential to maintain Littleton's unique character.

# **NEIGHBORHOOD POLICIES**

#### **TRANSPORTATION**

- **Policy 1:** That all alternatives be examined to reduce traffic congestion in the Central Area.
- Policy 2: That South Rio Grande Street from Belleview to Main Street be improved to a four-lane parkway to carry the additional traffic loads caused by the Arapahoe County Office Complex, the Littleton City Hall, and light rail facility.
- **Policy 3:** That South Santa Fe Drive be improved to a six-lane, controlled access facility.
- **Policy 4:** That additional parking be located adjacent to the Main Street business core with special pedestrian access to Main Street and the light rail facility.

#### LAND USE

#### **Subneighborhood Number 1:**

- Policy 1: That the detailed activity center plan make specific recommendations on the future zoning and development of land now affected by the floodplain. Further, that all areas within the subneighborhood be re-examined, and specific zoning recommendations be made, so that future development will protect and enhance the river environment, and the rest of the neighborhood.
- **Policy 2:** That the existing mobile home use in a B-3 Zone District at the southernmost end of the neighborhood be rezoned to the MH Mobile Home District as soon as possible.

#### **Subneighborhood Number 2:**

**Policy 1:** That as the existing industrial uses eventually relocate, new uses be encouraged to locate in this area, through techniques detailed in the

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- activity center plan. The City should take the initiative in promotional and marketing areas to assure the successful implementation of the plan.
- **Policy 2:** That efforts be made to negotiate with owners of non-conforming uses to establish specific mutually acceptable termination periods for these non-conformances.
- **Policy 3:** The Richard Little home has been designated by the City as a historic structure and should be preserved as a local historic monument.
- Policy 4: That an exclusive pedestrian and bicycle way be provided in the neighborhood from Arapahoe Community College to Main Street, from Arapahoe Community College north to Berry Avenue along the railroad tracks.

#### **Subneighborhood Number 3:**

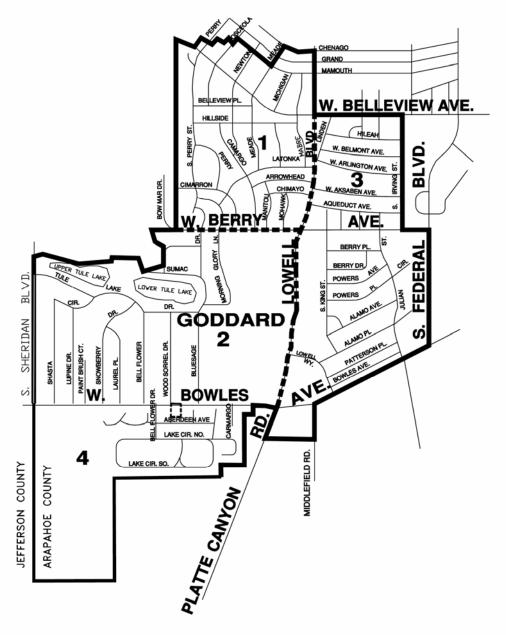
- **Policy 1:** That the Central Area be promoted as the major activity center of Littleton, through techniques detailed in the activity center plan and implemented through City initiative.
- Policy 2: That the scale of Main Street be preserved through a building height limitation of 40 feet on all parcels with frontage on Main Street from Rapp to Rio Grande Streets. This will require amendments to the CA Zone District to assure maintenance of the architectural integrity of Main Street.
- **Policy 3:** That continued use and adaptive re-use of the existing structures along Main Street be encouraged.
- **Policy 4:** That all codes of the City pertaining to structural rehabilitation be examined with the purpose of removing or modifying unnecessary impediments to rehabilitation of older structures.
- **Policy 5:** That continued beautification efforts along major thoroughfares be encouraged as a joint effort of the property owners and the City government.
- Policy 6: That the boundaries of the area zoned R-5 be amended to exclude the one-half blocks facing on both sides of Nevada, between Powers and Berry, and the balance of the R-5 zoned area be preserved for permitted residential uses.
- **Policy 7:** That the one-half blocks facing on both sides of Nevada, between Powers and Berry, be rezoned to be included in the CA Zone District.
- **Policy 8:** That new commercial and multiple-family residential development be especially encouraged within the following area:

- a. From Alamo Avenue north to the alley between Main Street and Alamo Avenue, between Santa Fe and the railroad tracks.
- b. All the area from the rear of the structures on the north side of Main Street to Berry Avenue, except that area to be retained in the R-5 district.
- c. The western frontage of Prince Street from the intersection with South Santa Fe Drive south to Crestline Avenue.

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## **GODDARD NEIGHBORHOOD**



**NEIGHBORHOOD BOUNDARY** 

----- SUB-NEIGHBORHOOD BOUNDARY

# GODDARD NEIGHBORHOOD

# **NEIGHBORHOOD GOALS**

- **GOAL 1:** Preserve the existing character of the neighborhood as exemplified by single-family residential uses, open space and suburban atmosphere.
- GOAL 2: Encourage new commercial uses to concentrate in established presently zoned business districts to arrest development of "strip commercial", which encroach into residential areas and create traffic congestion.
- GOAL 3: Institute intergovernmental review procedures with neighboring jurisdictions so that impacts of development in those areas can be identified and planned for.
- **GOAL 4:** Encourage improved public transportation service, thus heavier utilization, as a means of decreasing auto traffic, conserving energy and improving air quality.
- **GOAL 5:** Provide a balanced mix of recreational opportunities, including organized, active sports facilities and natural passive areas.
- **GOAL 6:** Enhance neighborhood quality of life by supporting code enforcement programs, to minimize nuisance and protect property owners from adverse impacts of poor maintenance.

# **NEIGHBORHOOD POLICIES**

#### **TRANSPORTATION**

- Policy 1: That an intensified program of traffic code enforcement, in conjunction with increased fines and penalties by undertaken to control speed violations, particularly on Lowell Boulevard/Berry Avenue, Morning Glory/Blue Sage Drive, and other areas of heavy violations.
- **Policy 2:** That a program of sidewalk and/or bike path improvements be devised to provide safe pedestrian access along major arterials.

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**Policy 3:** That RTD be urged to revise routes and schedules in the Southwest Metro area to encourage more ridership.

#### LAND USE

- **Policy 1:** That new commercial uses be encouraged to locate in concentrated, established commercial districts, primarily downtown.
- **Policy 2:** That development of any land zoned for business within the neighborhood, if it occurs, be encouraged to develop as less intensive, neighborhood-oriented uses.
- **Policy 3:** That any further residential development be compatible with the existing single-family residential character of the neighborhood.
- **Policy 4:** That the City closely monitors development proposals in adjacent jurisdictions which will affect the neighborhood, and aggressively seek input to resolve or minimize adverse impacts of such development.
- **Policy 5:** That the environmental integrity of the neighborhood, particularly as affected by floodplains, storm runoff, and soil types, be protected by strict enforcement of applicable regulations to assure that development will not cause environmental damage.

#### **PARKS AND RECREATION**

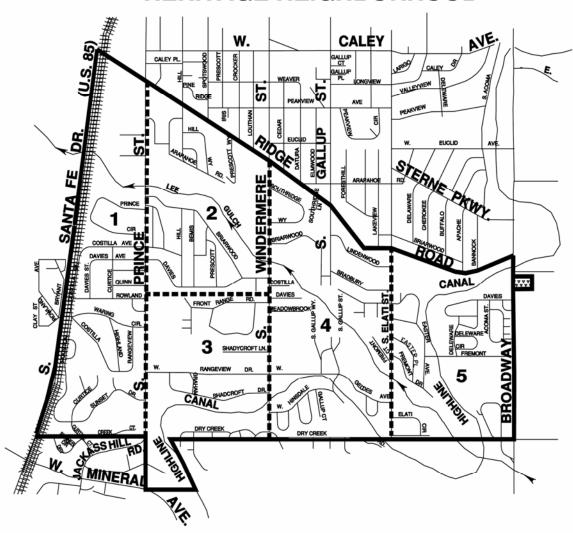
Policy 1: That an east-west bicycle/pedestrian trail linking Columbine Trail with other parks in the neighborhood, be given higher priority, and that it be viewed as a multi-purpose facility rather than purely as a recreational resource.

#### CODE ENFORCEMENT

- **Policy 1:** That the City's environmental codes covering landscape maintenance; trash, weeds and abandoned vehicles, be strictly enforced to preserve the well maintained character of the neighborhood and to protect adjacent property owners from adverse impacts of poor maintenance.
- **Policy 2:** That enforcement of the City's animal control ordinance be upgraded to curb the magnitude of animal-related nuisances in the neighborhood.
- **Policy 3:** That the enforcement of the City's noise control ordinance be upgraded to assure peaceful enjoyment in the neighborhood residential areas.

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#### **HERITAGE NEIGHBORHOOD**



**NEIGHBORHOOD BOUNDARY** 

**SUB-NEIGHBORHOOD BOUNDARY** 

vvvvvvvvv not in complan area

# HERITAGE NEIGHBORHOOD

# **NEIGHBORHOOD GOALS**

- **Goal 1:** Preserve existing character of the neighborhood, open space, semi-rural atmosphere, and general "quality of life" aspects, especially the predominantly low-density single-family residential areas.
- **Goal 2:** Prohibit new high-density residential and commercial uses from encroaching into existing low-density residential areas.
- **Goal 3:** Limit multi-family residential and light commercial uses to areas along major arterials such as Santa Fe and Broadway.
- **Goal 4:** Preserve and enhance existing parks and open space, and acquire additional land for parks and open space to provide more recreational opportunities for the residents.
- **Goal 5:** Improve transportation facilities and traffic control only to the extent necessary to provide safety and good traffic patterns, but not to an extent which would encourage through traffic.
- **Goal 6:** Provide a safe and interconnected system of bike paths that will facilitate bicycle traffic as an alternative to automobile traffic for local trips.

# **NEIGHBORHOOD POLICIES**

#### **TRANSPORTATION**

- Policy 1: Access to Heritage High School should be improved by providing an alternate route to the school via Gallup Street; and the City should undertake feasibility studies to determine how to accomplish this.
- **Policy 2:** Safety around elementary schools should be improved by installation of flashing signals to be operated only during school hours when the 20 mph speed limit is in effect.

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- Policy 3: The police patrols on those residential streets which have been repeatedly identified as problem areas should continue to be intensified for some period of time to discourage speeders.
- **Policy 4:** Ridge Road should be kept essentially in its present character as a residential collector street with improvements limited to safety and maintenance rather than increased traffic load.
- **Policy 5:** North-south streets should be kept as local residential carriers. Any connection between existing north-south streets and new <u>residential</u> development to the south will be limited to serving that development and will be completely separate from the nonresidential traffic system.
- **Policy 6:** The use of alternatives to the private automobile should be encouraged by safe and convenient mass transit facilities and bike paths.
- Policy 7: That direct access onto South Broadway between Fremont and County Line Road be in accordance with the South Broadway Access Control Plan, so as to provide maximum efficiency of traffic movement and accessibility to Broadway frontage property.

#### LAND USE

- **Policy 1:** Further development in the neighborhood should be consistent with existing development, primarily low density, single-family residential uses.
- **Policy 2:** Any new development in the neighborhood should be designed and sited so as to protect views and maximize open space.
- Policy 3: Low intensity commercial and office uses and residential uses other than single family shall be limited to the peripheral areas of the neighborhood with direct vehicular access only to major arterial streets. Common access points, clustering of buildings and similar techniques should be employed to preserve the open, low intensity character of the neighborhood and avoid the appearance of strip development along the arterial streets.
- Policy 4: Development proposals for commercial and multi-family residential developments should be carefully scrutinized to assure compatibility with existing adjacent residential development. A transitional area not less than 50 feet in width, landscaped and maintained by the owner of the non-residential/multi-family development shall be considered a minimum acceptable separation.

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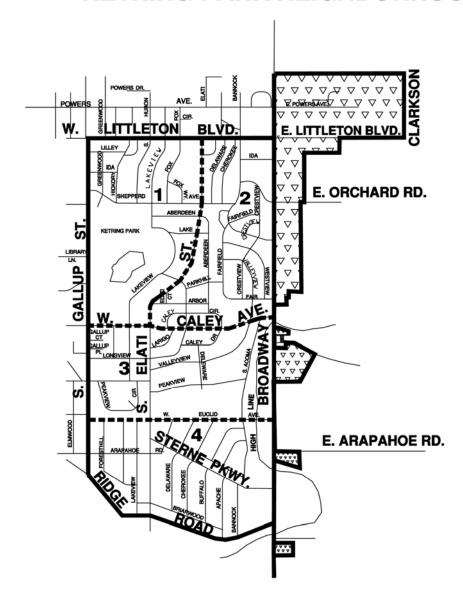
- **Policy 5:** In addition to the requirements of the zoning ordinance, in order to preserve the character of the neighborhood, any parcels proposed to be rezoned shall not exceed densities in adjacent developments.
- **Policy 6:** Moderate amounts of single-family residential development should be accomplished in an orderly, staged pattern consistent with adequate public service capacities, analysis of impact on schools, and traffic impact and treatment.
- **Policy 7:** Environmentally sensitive areas such as floodplains, steep slopes, etc., should be discouraged from developing or severely limited to development that will not adversely affect such sensitive areas.
- Policy 8: That floodplain development restrictions be imposed on applicable portions of Lee Gulch in compliance with the Federal Emergency Management Agency (FEMA) national flood insurance program requirements, and that all property owners in the floodplain be encouraged to participate in the federal flood insurance program.

#### PARKS AND RECREATION

- **Policy 1:** The Highline Canal represents one of the most cherished neighborhood features and as such its preservation and enhancement should be supported.
- **Policy 2:** That further development of subdivisions in the neighborhood be required to dedicate adequate public open space to meet the needs of the area residents.
- **Policy 3:** The development of park pockets along the Lee Gulch greenbelt should be encouraged.
- **Policy 4:** Private development of any nature should be encouraged to utilize design and siting principles to maximize open space.

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#### **KETRING PARK NEIGHBORHOOD**



NEIGHBORHOOD BOUNDARY

SUB-NEIGHBORHOOD BOUNDARY

not in complan area

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# KETRING PARK NEIGHBORHOOD

# **NEIGHBORHOOD GOALS**

- **Goal 1:** Preserve the existing character of the neighborhood, open space and general "quality of life" aspects, especially the "well-maintained, attractive" single-family residential areas.
- Goal 2: Improve transportation facilities and traffic controls only to the extent necessary to improve safety and to provide good traffic circulation within the neighborhood, and to discourage vehicular traffic in the neighborhood.
- **Goal 3:** Prohibit further development of new commercial and continued conversion of residential structures to commercial uses, in existing single-family residential areas.
- **Goal 4:** Preserve existing parks and open space and limit further development of existing park and open space to passive recreational facilities.

## **NEIGHBORHOOD POLICIES**

#### **TRANSPORTATION**

**COMMENTS:** A substantial portion of the items on the residents' questionnaire and discussion at the neighborhood meetings related to transportation issues. Some of the specific questions included the extension of Gallup Street, south of Ridge Road, to Heritage High School, the function of neighborhood collector streets, and pedestrian safety in school zones and miscellaneous traffic related issues. The neighborhood also supported both the extension of Gallup Street south to provide an alternate access to Heritage High School and completion of Sterne Parkway from Broadway to Lake Street, terminating at Sterne Park. Both of these projects have been abandoned due to subsequent policy decisions by the City. The questions with respect to internal traffic produced a general response that these streets were carrying too much through traffic and that this role should be discouraged and downplayed as much as possible. The following plan policies addressing

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- transportation and traffic issues were formulated as a result of neighborhood input:
- **Policy 1:** That traffic controls be maintained or improved on internal residential collector streets, for example Caley and Elati, to prevent further increases in speed and traffic volumes.
- **Policy 2:** That the function of Caley Avenue and Elati Street as carriers of through traffic be de-emphasized.
- **Policy 3:** That an intensified program of traffic code enforcement, in conjunction with increased fines and penalties, be undertaken to improve pedestrian safety in school zones.
- **Policy 4:** That Gallup Street be improved to provide an alternate route to Heritage High School.
- **Policy 5:** That Ridge Road be maintained in its present character with improvements to improve safety and facilitate traffic flow.

#### LAND USE

- **Policy 1:** That further development of commercial uses south of Littleton Boulevard along north-south streets (e.g., Gallup and Datura) be prohibited.
- **Policy 2:** That further conversion of existing single-family residences to commercial uses, especially along South Broadway, be prohibited.
- **Policy 3:** That emphasis be placed in the decision-making process on the preservation of existing single-family areas as sound, desirable areas in which to live.
- **Policy 4:** That storm water runoff be controlled through a combined program of increasing the capacity of storm sewers, prohibiting further development, or redevelopment within floodplains to minimize potential flood damage.

#### **PARKS AND RECREATION**

- **Policy 1:** That the Ketring/Gallup Park complex be maintained essentially as it currently exists, with future improvements, if any, limited to passive recreational uses such as fishing piers, and picnic areas.
- **Policy 2:** That a "linear park" be developed on uncompleted portions of Sterne Parkway with emphasis placed on pedestrian and bicycle use.

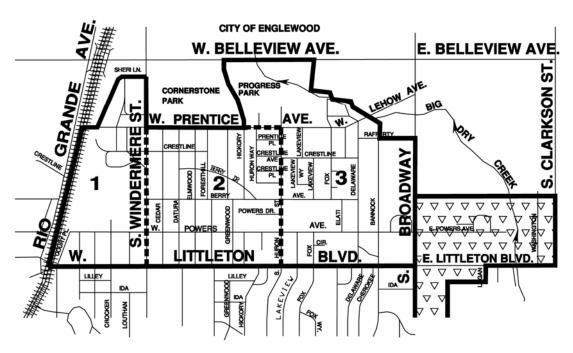
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#### **CODE ENFORCEMENT**

- Policy 1: That the environmental code of the City which requires land owners to maintain the landscaping of rental property, including renter-occupied single-family residences, be strongly enforced to preserve the well-maintained character of the neighborhood and to protect owners from adverse impacts of poor maintenance.
- **Policy 2:** That a concerted, intensified effort should be undertaken to control vandalism.

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### PROGRESS PARK NEIGHBORHOOD



NEIGHBORHOOD BOUNDARY

----- SUB-NEIGHBORHOOD BOUNDARY

not in complan area

# PROGRESS PARK NEIGHBORHOOD

# **NEIGHBORHOOD GOALS**

- **Goal 1:** Preserve the existing character of the neighborhood as much as possible, preserving especially the single-family home areas.
- **Goal 2:** Limit new high-density residential development as well as the encroachment of commercial and industrial development into existing residential areas.
- **Goal 3:** Develop existing parks fully and acquire additional parkland, open space, to provide increased recreational opportunities for the residents.
- **Goal 4:** Improve transportation facilities and traffic controls to provide more safety for children walking to school as well as the elderly and other pedestrians.

## **NEIGHBORHOOD POLICIES**

#### **TRANSPORTATION**

**COMMENTS:** The transportation system of a neighborhood should be designed to perform the dual role of providing access for its residents and visitors as well as protecting the neighborhood from the negative impacts of unnecessary traffic congestion. Presently, four streets perform the role of collector streets, i.e., they collect and distribute traffic between major arterial streets; these are:

- 1. Prentice Avenue between Windermere and Delaware Street;
- 2. Delaware Street between Littleton Boulevard and Prentice Avenue;
- 3. Lehow Avenue from Delaware to Broadway; and
- 4. Short segment of Powers Avenue between Delaware and Broadway.

Belleview, Littleton Boulevard and Broadway all perform the function of arterials, i.e., they permit rapid and relatively unimpeded movement of

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traffic through the City; in addition, Windermere Street is presently carrying sufficient volumes to be classified as an arterial. It is the recommendation of the plan that these be officially designated as arterial or collector as noted above, and that measures should be designated as residential in character.

The recommendations of the neighborhood are as follows:

- **Policy 1:** Upgrading South Windermere to arterial status by providing four-lane striping and turn lanes.
- Policy 2: Officially designate the above-mentioned segments of Prentice Avenue, Delaware Street, Lehow Avenue and Powers Avenue as collector streets; and Broadway, Littleton Boulevard, Belleview Avenue, and Windermere Street as arterials.
- **Policy 3:** Provide traffic signal at West Powers Avenue and Bannock Street.
- **Policy 4:** Mitigate high volume school bus traffic on residential streets.

#### LAND USE

**Policy 1:** The Progress Park residents desire to preserve the low-density residential character of their neighborhood.

**COMMENTS:** The existing zoning appears to be compatible with this goal. Infilling of individual homes in the single-family residential areas and multi-family in existing high-density areas can occur only on a relatively small scale. There is a sufficient supply of vacant land within the neighborhood to allow for moderate industrial growth.

**Policy 2:** In accordance with the expressed goals of the residents, the neighborhood land use policy for Progress Park proposes that the existing zoning boundaries not be changed except as might reduce the potential intensity of development in the neighborhood.

**COMMENTS:** Present zones both conform with the existing character of the neighborhood and allow for limited new development and growth.

#### STORM DRAINAGE

**COMMENTS:** The floodplain of Slaughterhouse Gulch is predominately within the Progress Park neighborhood. In order to eliminate potential risk to the health and safety of residents, minimize property damage from

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flooding, and to meet requirements of FEMA, the following recommendations are made:

- **Policy 1:** Floodplain overlay restrictions be imposed for applicable portions of both Slaughterhouse Gulch and Big Dry Creek which requires the following:
  - a. Residential structures, including basements, must be at or above the 100-year flood level;
  - b. Non-residential structures must be adequately flood proofed;
  - c. Encroachment into the floodplain is permitted only to the extent that it does not increase the downstream flood surface area;
  - d. Encroachment into the floodplain is permitted only to the extent that it does not significantly decrease the amount of valley flood storage.
- **Policy 2:** Encourage all property owners both within and at the fringe of the floodplain to participate in the flood insurance program.

#### **SCHOOL DISTRICT FACILITIES**

**COMMENTS:** Littleton Public Schools maintains North Elementary School and the adjacent bus maintenance and parking facility. It is recommended that North Elementary School be retained as an important resource to the community, and that an attempt be made to better utilize it facilities as a community center for off-hours use of athletic and meeting facilities and as a location for continuing education programs.

The school bus maintenance facility, however, has proved to be a nuisance to the neighborhood and is poorly located. Complaints have been made by the nearby residents of bus drivers parking on public streets; noise and air pollution; use of residential streets for ingress and egress of buses; and danger to school children.

- **Policy 1:** It is the recommendation of the neighborhood plan, therefore, that the bus facility be eventually phased out and be relocated to a more suitable site that is more centrally located in the School District.
- **Policy 2:** Until the bus facility fan is eliminated, measures should be taken to reduce its impact.

#### PARKS AND RECREATION

**COMMENTS:** Of the two existing parks in the neighborhood, Powers Park is completely developed. Progress Park has been incorporated in the overall master plan for the Cornerstone Park complex.

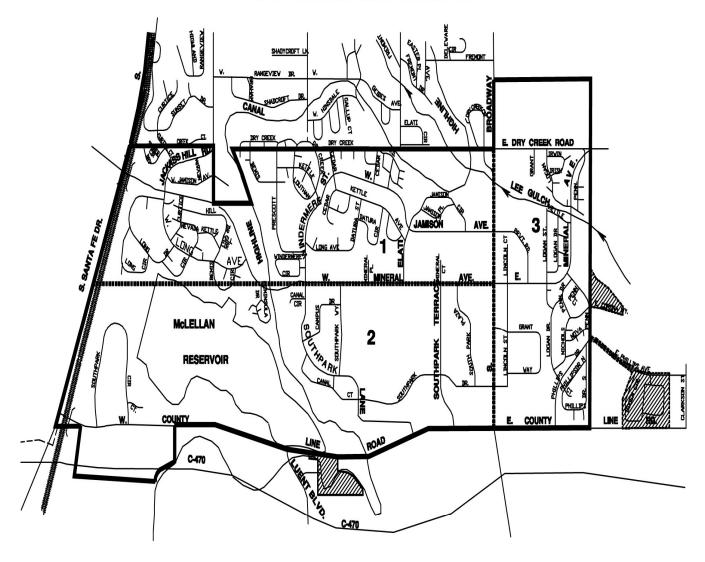
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- Policy 1: The neighborhood plan recommends the acquisition of additional park or open space land throughout the Progress Park Neighborhood. Possibilities for land acquisition would be:
  - a. A trail along Slaughterhouse Gulch connecting to the Platte River greenbelt;
  - b. Use of presently vacant properties for tot lots or small neighborhood parks; and
  - c. A greenbelt and trail along Big Dry Creek.

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**NEIGHBORHOOD BOUNDARY** 

SUB-NEIGHBORHOOD BOUNDARY

////////////// not in complan area

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# SOUTH NEIGHBORHOOD

# **NEIGHBORHOOD GOALS**

- Goal 1: To develop a Regional Employment Center in the South Neighborhood while assuring adequate buffering of adjacent residential and recreational uses from adverse effects of commercial and industrial uses.
- Goal 2: To prevent degradation of the water quality of McLellan Reservoir, the Highline Canal or any surface or subsurface water body within the South Neighborhood.
- **Goal 3:** To provide adequate vehicular access to and from industrial areas in the neighborhood without introducing commercial or industrial traffic onto residential streets.
- **Goal 4:** To protect residential and recreational areas from negative visual and audible intrusions of commercial and industrial development.
- **Goal 5:** To provide adequate mass transit facilities in close proximity to commercial, residential and employment areas.
- **Goal 6:** To provide and maintain infrastructure and facilities including: schools; parks and open space; streets; and water, sewer and drainage systems required to support development.

# **NEIGHBORHOOD POLICIES**

# **TRANSPORTATION**

- **Policy 1:** That commercial and industrial traffic be discouraged from using "local" residential streets through design and regulatory controls.
- **Policy 2:** That a street or streets be extended to provide access between residential developments in the Heritage and South Neighborhoods, if warranted, after technical studies, have been conducted, and a report presented to the Council for review.

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- **Policy 3:** That separate pedestrian linkages be provided connecting the residential, recreational, industrial, and commercial areas.
- **Policy 4:** That County Line Road be designed and constructed as a facility to support C-470.
- **Policy 5:** That Mineral Avenue be designated and completed as a major east-west arterial route connecting East Dry Creek Road with Santa Fe Drive.
- **Policy 6:** That the Regional Transportation District be encouraged to acquire land in the neighborhood in anticipation of providing additional mass transit service to the area.

# LAND USE

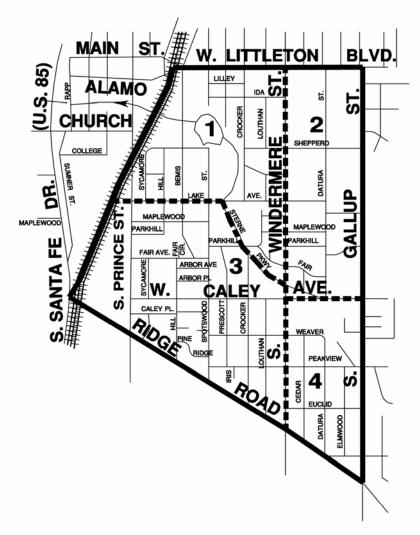
- Policy 1: That residential areas be protected from commercial and industrial development by utilizing a combination of setback "buffers", screening, and other measures to reduce the visual and audible impacts created by the development.
- Policy 2: That the portion of the neighborhood east of the Highline Canal, excluding the residential areas of South Park, Southbridge and Oakbrook, be designated as a regional employment center.
- Policy 3: That residential and industrial development be staged to provide a balance of types of development in accordance with a detailed plan for each development area. Any development of an industrial or commercial nature shall not be located north of Jamison Avenue and west of Broadway.
- **Policy 4:** That residential development in the area provides a mix of housing types, in a manner that preserves or enhances the character of existing residential areas.
- **Policy 5:** That the Broadway frontage in South Neighborhood should be developed as low-intensity commercial and multi-family uses consistent with development patterns in the area.
- Policy 6: That general development plans for each development area be submitted for approval prior to detailed planning which shall include sufficient data to determine the adequacy of City service systems, the impact and treatment of traffic with respect to adjacent neighborhoods, and the impact of residential development on schools.

# PARKS, OPEN SPACE, AND PUBLIC SERVICES

- **Policy 1:** That adequate land be made available by the appropriate private or public body for schools, fire protection, and public recreation.
- **Policy 2:** That open space be established and maintained around the perimeter of McLellan Reservoir as a buffer from adjacent development.
- **Policy 3:** That parks with formalized recreational facilities such as swimming, golf, ball fields, etc., be developed to serve the South Neighborhood and surrounding areas.
- Policy 4: That the Highline Canal be surrounded by Open Space throughout the neighborhood to protect and enhance its recreational opportunities, in conjunction with preservation of the area around the "Horseshoe Park" segment of the canal as a natural, passive recreation area.
- **Policy 5:** That development be required to provide adequate measures to prevent water quality degradation of McLellan Reservoir, the Highline Canal or any surface or subsurface water body within the neighborhood that is attributable to the development.
- **Policy 6:** That all drainageways be designed and maintained as open space to accommodate recreational facilities, including trails, and where practical, to preserve natural vegetation and habitats.
- Policy 7: That the City enforce all agreements and commitments by the property owners and other governmental entities made at the time of annexation relative to public infrastructure, facilities and services, including schools, parks and open space, streets, water, sewer, and drainage systems, and other improvements.
- **Policy 8:** That land for open space be provided by development to protect and enhance the natural state of McLellan Reservoir and the recreational use of the Highline Canal.

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# STERNE PARK NEIGHBORHOOD



NEIGHBORHOOD BOUNDARY

----- SUB-NEIGHBORHOOD BOUNDARY

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# STERNE PARK NEIGHBORHOOD

# **NEIGHBORHOOD GOALS**

- **Goal 1:** Preserve the unique character of the neighborhood and general "quality of life" aspects, especially the mix of architectural styles, mature trees, and quiet atmosphere of the residential areas.
- **Goal 2:** Improve transportation facilities and traffic controls only to the extent necessary to improve safety and to provide good traffic circulation within the neighborhood.
- Goal 3: Prohibit encroachment of commercial uses into established residential areas by limiting such uses to existing commercial districts such as Littleton Boulevard.
- **Goal 4:** Preserve existing parks and open space and encourage new or expanded recreational areas to be developed to provide natural, passive recreation opportunities.
- **Goal 5:** Improve enforcement of the City's environmental codes to assure neighborhood preservation through good maintenance, adherence to noise ordinance, and crime prevention.

# **NEIGHBORHOOD POLICIES**

# **TRANSPORTATION**

- **Policy 1:** That traffic controls in internal residential and collector streets be maintained or improved to improve safety and to prevent further increases in speed and volume of traffic.
- **Policy 2:** That Gallup Street be improved to provide an alternate route to Heritage High School.

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- **Policy 3:** That Ridge Road be maintained in its present character to the extent possible, with improvements limited to those necessary to improve safety and accommodate the existing traffic load.
- Policy 4: That pedestrian safety in school zones be improved through an intensified program of traffic code enforcement, in conjunction with higher fines and penalties; and the City's active support and participation in safety education programs inn the schools.

# LAND USE

- **Policy 1:** That development of commercial uses south of Littleton Boulevard, beyond that which is presently zoned commercial, in residential areas of the neighborhood, be prohibited.
- **Policy 2:** That emphasis in the decision-making process be placed on the preservation of the neighborhood as a sound, desirable residential area.
- **Policy 3:** That storm water runoff be controlled through a combined program of increasing the capacity of storm sewers and prohibiting further development or redevelopment within floodplains.

# PARKS AND RECREATION, OPEN SPACE

**Policy 1:** That a "lineal park" be developed on uncompleted portions of Sterne Parkway with emphasis on bicycle and pedestrian use.

# **CODE ENFORCEMENT**

- Policy 1: That the environmental code adopted by the City, which requires land owners to maintain the landscaping on rental property, including renter-occupied, single -family dwellings, be strongly enforced to preserve the well-maintained character of the neighborhood and to protect adjacent property owners from adverse impacts of poor maintenance.
- **Policy 2:** That a concerted, intensified effort should be undertaken to control vandalism.

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# SOUTH SANTA FE CORRIDOR

# **INTRODUCTION**

The Santa Fe Corridor shall be reclaimed as a vital seam through the city connecting downtown and residential areas to the South Platte River, serving quality revenue generating and community oriented land uses; and functioning as a visually appealing transportation corridor. The identity of Littleton and the historic downtown will be accentuated in a broader effort to improve the visual quality of Santa Fe Drive and expand the corridor's role in meeting economic demands and goals for the future.

# **URBAN DESIGN GOALS AND POLICIES**

- Goal A: Achieve A High Quality and Consistent Urban Design,
  Unique to the Character of Littleton Along the South Santa
  Fe Corridor.
- **Policy 1:** Preserve and protect the prominent and historic view corridors of the foothills/mountains and the South Platte River corridor including:
  - Prince Street and South Santa Fe Drive intersection
  - Bowles Avenue and South Santa Fe Drive intersection
  - Mineral Avenue and South Santa Fe Drive intersection, and
  - Main Street over the historic former Carnegie Library building.
- Policy 2: Building entrances and orientation should address the South Platte River, South Santa Fe Drive and the Rio Grande Street frontage to maintain and improve the visual quality of all corridors. Design consideration along public ROWs and public amenities should include avoiding non-articulated blank walls and placing, to the extent possible, storage, utility and service areas in less visible and public locations.
- **Policy 3:** Promote detached sidewalks with tree lawns (not including downtown) in new development along public rights of way.

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- **Policy 4:** Eliminate oversized signs, unimproved property boundaries and poorly screened storage, utility and service areas within the South Santa Fe Corridor.
- **Policy 5:** Develop a landscaped edge along the west side of South Santa Fe Drive to protect the aesthetic and visual appearance of the corridor, utilizing the following techniques:
  - Provide a substantial landscape buffer along South Santa Fe Drive
  - Buildings should be set back at least 50' from the future ROW of South Santa Fe Drive
  - At major intersections buildings may be closer than 50' to achieve pedestrian friendly connections and appropriate urban design scale.
    - -Prince Street/South Santa Fe Drive
    - -Bowles Avenue/South Santa Fe Drive
    - -Church Avenue/South Santa Fe Drive
  - Parking may be approved within the 50' setback if it is properly screened and landscaped.
  - Building setbacks along all public street rights-of-way shall not be less than the minimum setback but shall, at least, be one foot of setback for each foot of building height.
- **Policy 6:** Promote increased quality and quantity of landscaped areas.
  - Utilize high quality materials in street ROWs and other public spaces.
  - Develop design standards for higher quality private development.
- Policy 7: Provide City of Littleton gateway at South Santa Fe Drive and Prince Street on the North and South Santa Fe Drive and County Line Road on the south. Gateways include: city entryway signage, monumentation and landscaping.

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# Goal B: Increase the Visibility and Presence of Downtown Littleton on South Santa Fe Drive Between Prince Street and Church Avenue.

- **Policy 1:** Formalize downtown entries at Prince Street, Bowles Avenue and Church Avenue with gateways including downtown elements such as lights, identification graphics and landscaping.
- **Policy 2:** Encourage the continuing development of the four corners of South Santa Fe Drive and Bowles Avenue intersection as follows:
  - On South Santa Fe Drive from the north end of the EchoStar property to Church Avenue on the south.
  - On Bowles Avenue, from the South Platte River east connecting to the existing downtown streetscape.

# OPEN SPACE AND NATURAL FEATURES GOALS AND POLICIES

# Goal A: Preserve and Enhance the Major Natural Features in the Santa Fe Corridor:

- ➢ Big Dry Creek
- Little's Creek,
- Lee Gulch.
- South Platte River, and
- ➤ South Platte Park
- **Policy 1:** Preserve the presence and visibility of, and provide visual connections to the foothills/mountains and South Platte River corridor. Significant opportunities to accomplish this occur at:
  - Big Dry Creek,
  - Little's Creek.
  - > Lee Gulch,
  - Main Street, and
  - Other east-west street connections
- **Policy 2:** Preserve the quality of these open spaces and natural features utilizing selected acquisition, increased setbacks and/or land use controls.

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- Policy 3: A 100 foot +/- no-build zone along the South Platte Park should be maintained between new development and South Platte Park to preserve the habitat of this important community asset. Where berming and landscaping achieves the intent of the 100-foot butter, the no-build zone may be reduced.
- **Policy 4:** Discourage residential land uses immediately adjacent to South Platte Park.
- **Policy 5:** Limit access to South Platte Park to existing formal connections.
- **Policy 6:** Promote a broad range of public and private open space amenities within the corridor including plazas, pocket parks, pedestrian walkways, and river connections.
- **Policy 7:** Provide additional access points and parking areas for the Platte River trail at locations north of South Platte Park.
- **Policy 8:** A vehicular road and bridge across Lee Gulch is discouraged.
- Policy 9: Develop a landscaped river edge along the east side of the South Platte River, north of South Platte Park to protect the esthetic and visual appearance of the river corridor, utilizing the following techniques:
  - Provide a substantial landscape buffer along the South Platte River Corridor.
  - ➤ Buildings should be set back appropriate to their height and use.
  - Parking should be set back at least 20 feet adjacent to the river and must be properly screened and landscaped.

# TRANSPORTATION GOALS AND POLICIES

- Goal A: Provide Access and Circulation That Promotes Safety and Optimizes Development and Redevelopment Opportunities.
- **Policy 1:** Define a circulation system of loop roads to optimize development of internal parcels.
- Policy 2: Pursue the implementation of traffic signals along South Santa Fe Drive at Chenango Avenue, South Sumner Street, Briarwood Avenue, Newton Trust property access road, and Otero Avenue.

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- **Policy 3:** Encourage access points that service multiple property owners and internal circulation patterns.
- **Policy 4:** Discourage the creation of frontage roads except where no other means of access is feasible.
- **Policy 5:** Improve Rio Grande Street including curb and gutter and tree lawns to provide greater access and safety and to provide a higher quality of service to properties east of South Santa Fe Drive.
- **Policy 6:** New uses and investments on the west side of Santa Fe south of Church Avenue should allow for future CDOT widening.
- **Policy 7:** Plan higher-value business park and commercial uses where adequate access to Santa Fe Drive is available.
- Goal B: Promote Better Pedestrian and Bicycle Access/
  Connections Across South Santa Fe Drive and the Railroad
  Depression.
- **Policy 1:** Support and conform to the Denver Regional Council of Government's regional bicycle plan.
- **Policy 2:** Provide safe, accessible and attractive over/underpasses and pedestrian crossing improvements.
- Policy 3: Balance pedestrian connections and vehicular access around activity centers including major developments, transit-oriented development (TOD) zones and Arapahoe Community College.
- Policy 4: Promote additional bicycle access points to the Platte River trail north of South Platte River Park at appropriate locations such as Lee Gulch, Little's Creek, Big Dry Creek and/or where redevelopment occurs.
- **Policy 5:** Promote better pedestrian connections across South Santa Fe Drive, particularly at the Bowles Avenue intersection.

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# LAND USE GOALS AND POLICIES

- Goal A: Develop the Santa Fe Corridor as a High-Quality, Employment-Based Land Use Area within the City.
- **Policy 1:** Encourage higher quality land uses including the redevelopment of underutilized properties to higher value land uses within the corridor.
- **Policy 2:** Encourage the consolidation of smaller parcels into larger land holdings that promote higher quality and value uses. Support up-zoning of land only where these conditions are met.
- **Policy 3:** Encourage relocation of lower value industrial, commercial and residential land uses to more suitable locations
- **Policy 4:** Concentrate major retail and office development at the four arterial connections along South Santa Fe Drive: C-470/County Line Road, Mineral Avenue, Bowles Avenue, and Belleview Avenue.
- **Policy 5:** Encourage redevelopment and improvements at the corners of South Santa Fe Drive and Bowles Avenue consistent with the character of downtown and EchoStar.
- **Policy 6:** Encourage land uses at the Bowles Avenue/South Santa Fe Drive intersection that are complimentary to the downtown core and which better connect downtown to South Santa Fe Drive.
- **Policy 7:** Between EchoStar and Hudson Gardens, encourage commercial and service uses that compliment EchoStar, Arapahoe Community College and Hudson Gardens.
- Goal B: Promote Transit Oriented Development (TOD) within a 1/4
  Mile Radius of the Mineral Avenue Station.
- **Policy 1:** Allow for development with the TOD zone to be at higher densities to create a pedestrian scale of development.
- **Policy 2:** Encourage higher value office and retail uses as the primary TOD land use.

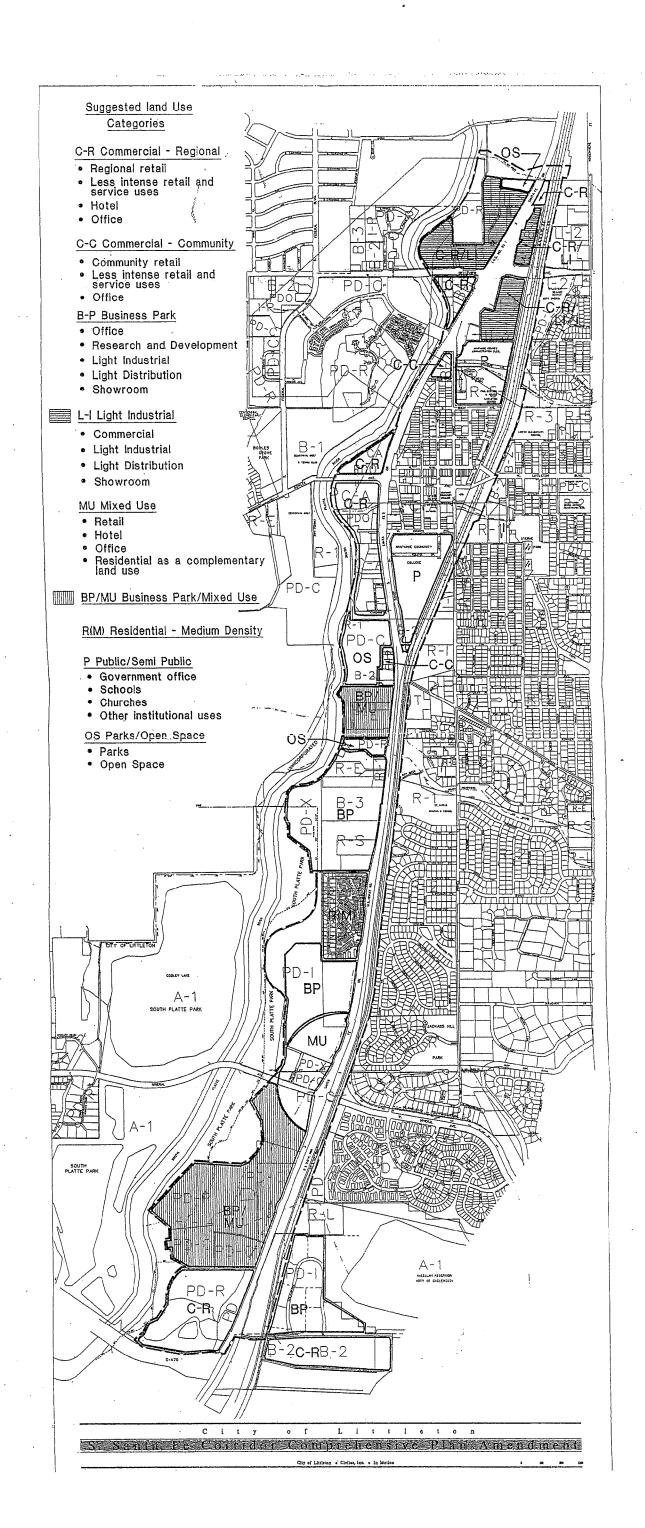
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- Policy 3: Allow for higher density residential development to be built as a supportive land use where parcel size or access does not allow for higher quality business park or commercial development.
- **Policy 4:** Work with the Regional Transportation District (RTD) to create opportunities for joint development on RTD property and to allow for private development closer to the Mineral Avenue light rail station by utilizing structured parking.

# ECONOMIC DEVELOPMENT GOALS AND POLICIES

- Goal A: Develop the Santa Fe Corridor to Support and Enhance the City's Economic Base.
- **Policy 1:** Promote the development of high quality business and office park development on major parcels south of Lee Gulch.
- **Policy 2:** Encourage regional and community retail and office uses to locate at major arterial crossings including C-470 and Mineral, Bowles and Belleview Avenues.
- **Policy 3:** Discourage strip commercial development along South Santa Fe Drive that diminishes the value of interior land parcels.

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# CHATFIELD ACTIVITY CENTER

COMPREHENSIVE DEVELOPMENT PLAN Approved by City Council, February 26, 1991 Amended September 9, 2000

# 1.0 INTRODUCTION

The Chatfield Activity Center Comprehensive Development Plan (CDP) has been jointly developed and adopted by the City of Littleton (the City) and Jefferson County (the County) in an Intergovernmental Agreement (IGA).

The CDP contains specific minimum land use and development standards and consists of text and a map. These standards will establish a framework for future development within the Chatfield Activity Area as further defined. The CDP was originally adopted on February 26, 1991 and amended on September 12, 2000 to establish development standards and criteria uniquely for property known as Lot 1, Block 9, Chatfield Green Subdivision Filing No. 2, which differ from certain standards previously set forth in the CDP.

# 1.1 Chatfield Activity Area (Also Referred To As The Activity Center)

The Chatfield Activity Center is located in southern Jefferson County, immediately west of Chatfield State Park, see Exhibit "A". The South Jefferson County Community Plan identifies the area as an "Activity Center", which is suitable for higher intensity uses and a mix of uses. That portion of the Chatfield Activity Center, referred to as "Chatfield Green", is defined in Section 2.0.

The center has a unique environmental setting, with the hogback rising dramatically on its western boundary and Chatfield Reservoir to the east. Additionally, it is located in close proximity to C-470 and is bounded on the east by a four-lane arterial, State Hwy. 121.

# 1.2 Intent

The overall intent reflected in this document is to ensure quality development which:

➤ Is consistent with the South Jefferson County Community Plan and the Comprehensive Plan of the City of Littleton;

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- ➤ Is consistent with the regulations, policies and objectives of the City of Littleton and Jefferson County;
- Is compatible with the environmental resources of the area and existing and future development;
- Creates a high quality community and promotes economic opportunity.

The South Jefferson County Community Plan represents extraordinary efforts of citizens and business leaders throughout the community to forge a common vision for the future of this area. This CDP recognizes and acknowledges this effort by ensuring that future development will be consistent with the recommendations of that Plan.

In order to promote compatibility with the recreation areas adjacent to this Activity Center and to help conserve the special scenic resources of the area, a significant portion of the consideration to view corridors, maintaining a feeling of openness, and compatibility with adjacent uses.

# 1.3 Related Documents And Review

The standards contained in this document are minimum standards. More restrictive standards or provisions may be adopted by the appropriate jurisdiction when property is rezoned. If any regulation, development standards or procedure is not specified in this CDP, the IGA, or other specifically referenced document, then all normally applicable procedures and requirements of the entity having jurisdiction shall apply. This CDP must be reviewed in conjunction with the companion IGA.

# 1.4 Amendments

Amendments to this CDP can occur only as specified by the IGA.

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# **2.0 DEFINITIONS**

The following terms shall be defined as set forth below. Any term used herein that is not defined shall be defined in Jefferson County or the City of Littleton codes, standards or regulations, as appropriate.

# 2.A.1 Accessory Building or Use

The use of land or a subordinate building or a portion of a main building, which is secondary to or incidental to the principal use or structure, and not incompatible with the intent of the land use category.

### 2.A.2 Arteria

A roadway with 4 or more through lanes which permits rapid and relatively unimpeded movements connecting communities as well as major land use elements with one another.

# 2.B.1a Building Separation (definition applicable only to Lot 1, Block 9, Chatfield Green Subdivision Filing No. 2)

The distance from one building to another on the same or adjacent building sites or lots, excluding architectural appendages such as eaves, overhangs, fire places, flues, and wooden decks not more than 30" above grade.

# 2.B.1 Building Separation (definition applicable to all other areas within the Chatfield Activity Center, except Lot 1, Block 9, Chatfield Green Subdivision Filing No. 2)

The distance from one building to another on the same or adjacent building sites or lots, excluding architectural appendages such as eaves, overhangs, fireplaces, flutes, etc.

# 2.B.2a Building Setbacks (definition applicable only to Lot 1, Block 9, Chatfield Green Subdivision Filing No. 2)

The distance from the property boundary, to a building wall, excluding architectural appendages such as eaves, overhangs, fire places, flues, and wooden decks not more than 30" above grade.

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# 2.B.2 Building Setbacks (definition applicable to all other areas within the Chatfield Activity Center, except Lot 1, Block 9, Chatfield Green Subdivision Filing No. 2)

The distance from the property boundary, to a building wall, excluding architectural appendages such as eaves, overhangs, fireplaces, flues, etc.

# 2.C.1 Chain Link Fence

A fence composed of wire mesh, typically forming "woven square" approximately two inches in width.

# 2.C.2 Chatfield Green

That portion of Section 10, excepting the north half of the northwest quarter, Township 6 South, Range 69 West of the 6" P.M., Jefferson County that is within the Chatfield Activity Area and which is defined on the Official Development Plan recorded at Reception Number 87057420 in the office of the Jefferson County Clerk and Recorder. This property shall retain the existing zoning in the Chatfield Green ODP within the jurisdiction of Jefferson County unless otherwise rezoned by the Board of County Commissioners of Jefferson County.

# 2.C.3 Collector

A roadway with two through lanes which collects and distributes traffic between local and major arterial streets.

# 2.D.1 Development Plan

An Official Development Plan in Jefferson County or a general Planned Development Plan in Littleton or a Final Development Plan, as appropriate.

# 2.D.2 Down Cast Lighting

On-site illumination which is constructed, located and aligned in such a manner as to restrict a cone of illumination to ground surface areas within the boundaries of the site and to reduce visibility of such sources from adjoining properties and public roadways.

# 2.F.1 Final Development Plan (FDP)

Either the City of Littleton's Final Site Development Plan, Final Plat or Site Approval, or Jefferson County's Plat, is appropriate.

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# 2.F.2 Floor Area Ratio (FAR)

The total gross floor area (GFA) of a building divided by the total lot area.

# 2.F.3 Frontage

All sides of a lot adjacent to a street.

# 2.G.1 Gross Floor Area (GFA)

Total floor area expressed in square feet.

# 2.L.1 Local Road

A roadway with two through lanes that provides direct access to lots and generally has less than 1000 average daily trips.

# 2.O.1 Outdoor Storage

Storage for all materials, merchandise, stock supplies, machines, equipment, vehicles (used for commercial purposes), manufacturing materials, or chattels of any nature which are not kept in a structure having at least four walls and a roof, regardless of how long materials are kept on the premises.

# 2.P.1 Parking Area

An area, other than a street or alley, designed or used primarily for secondary access and the temporary parking of vehicles.

# 2.P.2 Planning Director

The Jefferson County Planning Director or the City of Littleton Planning Director, as appropriate.

# 2.R.1 Riparian Area

The area adjacent to a water body or drainage which is characterized by more extensive and water dependent vegetative material and habitat potential die to increased availability of water.

# 2.R.2 Right-of-way

Land designated for public circulation purposes.

# 2.S.1 Significant Biological Activity

Areas critical to the survival of a game or protected species, as defined by the Colorado Division of Wildlife, such as calving, nesting or essential food supply.

# 2.S.2 Slope

Percent of slope shall be determined as Rise x 100 or x  $\underline{x}$  100 Run y

# 2.S.3 South Jefferson County Community Plan

A set of land use policy recommendations developed cooperatively among a Community Advisory Group, Jefferson County Staff and area citizens, adopted by Jefferson County to guide land use decisions in southeastern Jefferson County.

# 2.S.4 Street

A public or private thoroughfare, avenue, read, arterial, collector, local boulevard, parkway, way, drive, lane, circle, or private easement providing generally the primary roadway to and egress from the property adjoining along its length.

# 2.S.5 Structure Height

Height of a building including permitted appurtenances such as mechanical equipment, satellite dishes, etc.

# 2.U.1 Unobstructed Open Space

An area upon which no structure may be erected or surface area utilized for vehicular movement or parking. Such areas include, but are not limited to landscaped yards, natural areas, patios, plazas, arcades and pedestrian and/or bicycle pathways/ Design features including but not limited to benches, fountains, statuary, kiosks, raised planting areas, light fixtures, and picnic shelters shall not be deemed to violate any prohibition against structures in open space.

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# 3.0 LAND USE

# 3.1 Land Use Categories

The CDP is comprised of one land use category: MIX Use-MU

This category permits the following uses.

Residential Uses- single family attached and detached and multifamily.

#### Office Uses:

- General Office
- Educational Institutions
- Financial Institutions
- Laboratories
- Health care Institutions

#### Retail Uses:

- Retail goods or services
- Recreation or entertainment facilities
- Restaurants

#### Industrial Uses:

- Research, development, and testing
- Outdoor storage
- Showrooms
- Wholesale goods or products, distributions
- Fabrications, assembly, repair and services, manufacturing, processing, warehousing activities must be completely enclosed within a building.

## Open Space Uses:

- Undeveloped natural lands not designated for development of buildings, roads, or structures; or
- Undeveloped natural lands, except for minor buildings and roads which are only accessory for passive recreation; or
- Active recreation which is accessory to developed areas; or
- Landscape enhancement of developed areas/
- Necessary roads and parking areas shall be permitted, but shall not be counted toward open space percentage/acreage requirements.
- Playgrounds, trails
- Botanic gardens, nature centers
- Amateur sport fields and courts
- Grazing
- Equestrian centers, golf courses

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Public Schools:

The City or County shall work with the District in obtaining (a) suitable site(s) when requested by the District.

# 3.2 Supplemental Uses

Some of the following uses may be subject to additional review or approval procedures of either the City or the County, as appropriate:

- Child care facilities and private schools
- ➤ All ranching uses except as specifically prohibited in Section 3.3 which are in existence at the time of adoption of this CDP.
- Public uses including:
  - Fire stations
  - Police stations
  - Governmental and Special District Offices
  - Governmental and Special District Utilities
  - Libraries
  - Public or Private utility facilities
  - Offices and common facilities of landowner's association
  - Reservoirs

# 3.3 Prohibited Land Uses

The following uses are prohibited in all land use categories:

- Outdoor vehicle, boat, and equipment sales
- Drive-in movie theaters
- Animal rendering, feedlots
- Storage of hazardous materials:
  - Outside of bunker or structure, or
  - Which is in violation of Colorado or Federal standards, or
  - Which extends for more than 30 consecutive days.
- Incineration
- Outdoor storage of salvage materials or inoperable vehicles
- Mobile homes that do not conform to C.R.S.

# **4.0 DEVELOPMENT STANDARDS**

The development standards outlined in this section specifically regulate the intensity of any permitted land uses.

# 4.1 Density/Intensity

The following sections describe the development standards relative to residential and nonresidential density.

#### > 4.1.1--Maximum Dwelling Units:

The overall average gross dwelling unit density shall not exceed 6 du/acre. Maximum permissible dwelling units shall be calculated based on all lands shown on a Development Plan excluding those devoted to non-residential uses and associated within these non-residential use areas. Transfer of density between residential areas within a Development Plan is permitted.

The maximum number of residential dwelling units within Chatfield Green shall be as follows:

Total = 805, of which not more than 350 units may be multifamily or single family attached. All or the remainder may be single family detached. However, should total unobstructed open space for the 346 acre Chatfield Green parcel exceed 50%, without including private yard areas, the limit for multifamily or single family attached units shall be 575 units, while maintaining the total limit of 805 units.

#### • <u>4.1.1.1-- Density Criteria:</u>

Outside of Chatfield Green, density will be determined using the following criteria. A high degree of conformance with 1 through 11 below earns the maximum number of units allowed.

- Determine that the capacity of the transportation network and its ability to absorb additional trips will not be adversely affected.
- 2. Plan uses compatible with adjacent development or zoned areas.
- Cluster and/or attach units.
- 4. Designate a high percentage of open space.
- 5. Reduce the impacts of glare:

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- Prevent direct glare from headlights upon adjacent residential uses.
- Minimize glare from general lighting, reflective surfaces, and signs.
- 6. Guarantee a high quality of landscaping including" species, quantity of materials, maturity of materials, design, landscaping, appropriateness.
- 7. Ensure a circulation system which is functional, safe, efficient, and of high quality. The system should be designed to coordinate multiple systems, where appropriate, such as: roads (internal), access, bikeways, pedestrian trails.
- 8. Preserve and enhance natural topography.
- 9. Increase buffering and setbacks where adjoining density is lower.
- 10. Endure high quality of streetscape and incorporate low maintenance design.
- 11. Develop a superior master plan which results in compatible mix and pattern of uses.

### > 4.1.2--Maximum Gross Floor Area (GFA):

- Within Chatfield Green, if in the City of Littleton
  - Retail- 160,000 square feet or
  - Office- 260,000 square feet

 $\bigcap$ r

 A combination of retail and office whereby the total of both is represented by the following formula:

Percent of permitted retail + percent of permitted office < = 100%

For example, if 40,000 square feet of retail is built (25 percent of that permitted) then a maximum of 195,000 square feet of office (75 percent of that permitted) would be allowed.

Any retail use which is primarily intended to attract customers from a regional trade area is prohibited.

- Within the MU category
  - The maximum floor area ratio (F.A.R.) shall be .25
  - Allowed density may be transferred between different areas within the boundaries of a Development Plan.

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# > 4.1.3-- Maximum Structure Height:

The maximum permitted structure heights for each land use category shall be:

Land Use Category	Maximum Height (feet)
Office, commercial industrial	50
Multiple family, single family attached	45
Single family detached	35
Uses on open space lands, except golf clubhou	use, 28
which may be 45'	

# > 4.1.4a--Minimum Building Setback (applicable only to Lot 1, Block 9, Chatfield Green Subdivision Filing No. 2):

(Minimum allowed from public street

to the building wall)*	Detached Units	Attached Units
Front	15' to building other than garage	15' to building other than garage
	15' to side loaded garage** (at door plane)	15' to side loaded garage" (at door plane)
Side Rear	15' 15'	15' 15'

<sup>\*</sup> As measured from back of curb or back of walk when present.

(Minimum allowed from private street

to the building wall*)	Detached Units	Attached Units
Front	12' to building, including side loaded garage (at door plane)	10' to building, including side loaded garage ( at door plane)
	20' to front-loaded garage (at door plane)	20' to front loaded garage (at door plane)
Side Rear	5' 5'	10' 10'

<sup>\*</sup> As measured from private street tract boundary.

<sup>\*\*</sup> Actual length of driveway measured from the door plane of the garage to the back of curb or back of sidewalk, when present, shall not be less than 20 feet.

(Minimum allowed from parcel boundary

to the building wall*)	Detached Units	Units Attached Units	
North	10'	10'**	
South	30' **	55'**	
East	10'**	10'**	
West	10' and 15' **	15'-30'** (varying)	

<sup>\*</sup> Boundary of Lot 1, Block 9, Chatfield Green Subdivision Filing No. 2.

(Minimum allowed

from common driveway

to the building wall)	Detached Units	Attached Units
Front	3'	5'
Side	3'	5'
Rear	3'	5'

(M	inir	nuı	m	al	lowed	Ł

to the building wall)	Detached Units	Attached Units	
	10'*	20'	

<sup>\*</sup> Minimum setback of 3 feet shall be provided from the property lines of each lot to the building wall of the structure.

# > 4.1.4--Minimum Building Setback (applicable to all other areas within the Chatfield Activity Center, except Lot 1, Block 9, Chatfield Green Subdivision, Filing No. 2):

The minimum building and structure setbacks from rights-of-way and private roads are shown below:

# Minimum Building Setback from Rights-of-Way and Private Roads

Minimum Building Setback Distance (feet)	Type of Rights-of-Way
401	Arterial
201	Collector or Local Roads

<sup>\*</sup>See note (1) on at 4.1.5

<sup>\*\*</sup> Front, rear, and side.

<sup>\*\*\*</sup> Setback varies 5' in order to stagger homes.

### Minimum Residential Building Setback from Lot Lines

# Minimum Residential Building Setback Distance (feet)

75	From	Industrial zoned property
50	From	Commercial/office zoned
		property, rear yard
25	From	Commercial/office zoned
		property, side yard

<sup>\*</sup>Note 1: May be reduced by 50% if intensive landscape materials are used as approved in a Final Development Plan.

# > 4.1.5a--Minimum Landscape Borders and Buffers (applicable only to Lot 1, Block 9, Chatfield Green Subdivision Filing No. 2):

A landscape border along street right-of-way shall be provided to create an attractive streetscape at a minimum width equal to the various building setbacks established in Section 4.1.4a.

# 4.1.5--Minimum Landscape Borders and Buffers (applicable to all other areas within the Chatfield Activity Center, except Lot 1, Block 9, Chatfield Green Subdivision, Filing No. 2):

A landscape border along right-of-way shall be provided to create an attractive streetscape as specified below.

#### **Minimum Landscape Borders**

Minimum Landscape	
Border Width	Type of Right-of-Way
40'	Arterial
20'	Collector

Note: May be reduced by 50% if intensive landscape materials are used as approved in a Final Development Plan.

# Minimum Landscape Buffers

Landscape buffers shall be provided on commercial or industrial lots to buffer adjacent residential lots.

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### Minimum Width (Feet)

50 Commercial or industrial building or storage or parking area next to a residential lot.

5 For each additional 10,000 square feet of building above 30,000 square feet.

#### > 4.1.6--Minimum Unobstructed Open Space:

The minimum unobstructed open space requirements for each of the following land use categories shall be as follows:

Retail 22%
Office and Industrial 30%
Attached single family or multifamily 35%
Churches and public facilities 30%

### > 4.1.7--Minimum Unobstructed Total Open Space:

The total Chatfield Activity Center shall incorporate a minimum of 50% unobstructed open space, which may include private yard areas.

# 4.2 Outdoor Storage

#### > 4.2.1--Design Criteria:

Outdoor storage, as permitted, shall be shown on approved Final Development Plan. It may not exceed 75% of the building footprint and must be accessory to a structure.

All outdoor storage areas must be screened from the sight of properties and roadways that are within 300 feet of the storage area. The calculation of this requirement is performed by viewing the storage area from 5 feet above the ground. A "view" of the storage area is constituted when any portion of the storage area ground plane is visible. Park and golf course maintenance equipment is excluded from this requirement.

Outdoor storage shall not exceed 10 feet in vertical height unless totally screened by a building.

The outdoor storage of unpressurized highly flammable liquids or gases, in excess of 1,000 gallons, shall be underground (also see Section 5.6) and may not be located in a required setback or buffer area. All above ground tanks shall be considered Mechanical Equipment and shall be subject to 4.5.

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Outdoor storage areas shall be permitted within open space areas only for the storage of incidental maintenance equipment and supplies. Outdoor storage in these areas shall not be greater than 2% of the area and shall be screened from view as described herein.

# 4.3 Architecture

# > 4.3.1--Design Criteria:

For all types of uses, the clustering of buildings shall be utilized wherever possible to provide for the maximum amount of open space, landscaping, and to help preserve scenic views.

Commercial buildings should incorporate characteristics of residential buildings such as pitched roofs, varied facades, and the same architectural finish on all sides.

Building locations and walkways should facilitate and encourage pedestrian traffic. Exterior building materials for all non-residential buildings shall be constructed of wood, glass, rock, brick, textured comentatious material, and/or architecturally styled metal.

All metal buildings shall utilize standard architectural detailing of non-metal buildings, such as parapet walls and the use of texture. Metal buildings shall be treated with more than 50% natural appearing material on all sides.

Significant areas of exposed untextured concrete or concrete block are prohibited.

Unless otherwise approved at the time of Final Development Plan, single plane walls facing public right-of way shall be limited to a maximum length of 100 feet. Single plane walls not facing public right-of-way shall be limited to a maximum length of 300 feet. For the purpose of this paragraph, single plane walls shall be defined as walls whose building elevations include less than 25% of such area in balconies, doors, windows, or natural appearing materials.

Building roofs shall have a pitch equal to 2 feet in vertical rise to 12 feet in horizontal run or greater. Roofs with a flatter pitch shall be screened to a height 2 feet above the highest roof point by parapet walls or other architectural elements.

# 4.4 Fences/Walls

Except for boundary fences needed to contain livestock, it is the intent of this CDP to limit fencing wherever possible. The following standards shall be adhered to for all fences and walls.

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#### 4.4.2--Materials:

Barbed wire, electrified or metal stake fences are prohibited in all land use categories. Chain link may be used only:

- 1. In conjunction with recreations uses such as swimming pools, tennis courts, or backstops.
- 2. In conjunction with the industrial use where the fence is located on the side of the property adjacent to other industrial uses.

Such fences shall be prohibited within 30 feet from any roadway right-of-way.

# 4.5 Mechanical Equipment

All public utilities, satellite dished, building mounted microwave or antenna structures, and ground level mechanical equipment shall be subject to the setbacks in 4.1.4 and maximum heights in 4.1.3.

#### > 4.5.1--Design Criteria:

All rooftop mechanical equipment including electronic equipment, all types of vents, and all public utilities on all nonresidential buildings shall be completely screed for their height or camouflaged by similar materials and architectural styles used on the balance of the building when viewed from a distance of less that 200 feet at a height of 5 feet above ground level.

# **4.6 Signs**

All signs shall be controlled by the following provisions and meet any additional standard of either the County or the City, as appropriate.

#### > 4.6.1--Prohibited Signs:

The following signs are prohibited in all land use categories:

- Bus bench advertising signs
- Off-premise signs including billboards
- Any sign displaying on a vehicle when said vehicle is used in primarily for the purpose for displaying such sign.

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### > 4.6.2--Sign Program:

When commercial or industrial centers are to be developed or redeveloped, design standards that ensure unified design of all signs shall be adopted.

# 4.7 Lighting

All lighting shall be controlled by the following provisions:

#### > <u>4.7.1--Location:</u>

Lighting shall be confined to the property and shall not cast light or glare adjacent properties or public rights-of-way.

#### > 4.7.2---Height:

Maximum light standard height within 150' of property lines: 20' except street lighting in right-of-way.

#### > 4.7.3--Design:

All lighting shall be downcast cut off-type.

# 4.8 Circulation:

All circulation systems shall meet the following provisions:

#### > 4.8.1--Transportation Planning Standards:

The following transportation planning and vehicular access standards shall be adhered to in the development of vehicular circulation systems.

- Vehicular access to other streets from off-street parking and service areas shall be designed to channel traffic to and from such areas conveniently and safely in a manner which minimizes traffic conflicts and promotes free traffic movement on streets without excessive interruptions.
- Vehicular access points shall be designed to permit smooth traffic movement with controlled turning movements and minimum hazards to vehicular or pedestrian traffic. Local streets will not be connected to streets outside the development in such a way as to encourage their use by through traffic.
- Residential cul-de-sacs may be used where no more than 35 residential units are served.

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- Chatfield Green is intended to be an enclave, primarily of residential development, served by a loop road off of Highway 121 at a single access point. No roads to other properties which would invite through traffic are envisioned.
- Development areas shall be designed to prevent nonresidential traffic through residential areas.
- Land uses associated with truck traffic shall have access designed to access arterials directly or use collector streets which do not run through residential areas.
- The number of new roadway access points on onto Highway 121 shall be limited to 2 and limited to 1 on Deer Creek Canyon Road.
- Jefferson County will retain access control for Deer Creek Canyon Road unless annexed by the City. County standards shall apply to determine necessary improvements to this read and to determine the location and spacing of proposed access connections to it.
- Provisions shall be made for mitigation of projected capacity problems on adjoining or nearby streets, roads, and intersections that would be caused by traffic generated from a proposed development.

# > 4.8.2--Roadway Improvements:

- Site development at Chatfield Green is restricted to that level of onsite development which will generate not more than 20,000 ADT through the intersection of SH-121 and the main access road, as determined by a professional traffic study using the then current ITE Trim Generation Manual, until such time as improvements, as specified by the Colorado Department of Highways, are constructed at that intersection. The developer of Chatfield Green shall obtain all permits required by the Colorado Department of Highways and shall comply with their requirements.
- Arterials are limited to a maximum of 6 through lanes.
- Arterial access which originates along Deer Creek near Kipling extended and proceeds in a southeasterly direction to an intersection with Highway 121 south of Chatfield Green shall be accommodated in all land use or development approvals. An extension of Kipling to tie into this road shall be studied by the City and County.
- Along at least one side of arterial roads, a detached multi-use paved path, at least 8 feet wide, shall be provided. Along collector roads, a 4-foot wide paved path or sidewalk shall be provided on at least one side.

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# 4.9 Landscaping

#### 4.9.1--Parking Lots:

A minimum of 5% of the internal parking lot area must be landscaped. The view of parking areas from adjacent right-of-way or public areas shall be reduced by berming or landscape screening.

#### > <u>4.9.2--Common Areas:</u>

A maintenance entity for all common areas shall be created.

## > 4.9.3--Water Conservation:

Minimizing water consumption will be an objective in the design and maintenance of landscaped areas and irrigation systems.

# 4.10 Master Planning

- 4.10.1--Coordination within the Activity Center should ensure the Center works as a unit. Projects must coordinate vehicular circulation. Pedestrian and bicycle paths should link the uses. Site plans and use types should be compatible. Zoning should establish the design and character of the Center.
  - Integrate the Activity Center into the surrounding natural and built areas both in terms of design and appropriateness of uses.
  - The highest intensity uses should be located within the Activity Center at a significant distance from low-density areas. Intensity should be gradually reduced (graduated) as the distance to low density areas decreases.
  - The preservation of views must be considered in determining building height, location, and spacing.

# > 4.10.2--The Area Close to Highway 121 Should Remain Nonresidential.

# 4.11 Grading and Site Design

### > 4.11.1--Environmental Site Design Criteria:

The attached graphic Exhibit B shows areas of environmental sensitivity. The following criteria are established to promote environmentally compatible development.

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### Area "A" - Floodplains and Riparian Areas

The most significant areas are depicted on the graphic. See <u>4.12.1.</u>

## <u>Area "B"</u> - Visually Prominent Slopes

No development, except for a road, shall occur where this slope exceeds 20%.

### Area "C" - Major View Corridors

The arrows indicate major view corridors, originating from the two existing bodies of water, and represent the most desirable views from these locations to off-site features. The two major views are toward the southwest to the cut in the hogback and mountain peaks beyond, and easterly to Chatfield Reservoir.

Within these corridors, the following criteria apply:

- 1. These corridors will be a priority location for previously required open space areas and for non-structural uses.
- 2. Buildings will be sited and separated to minimize disruption of views.

#### Area "D"

Major Drainage Corridors

These two drainages include riparian wetland areas and wildlife habitat corridors. These corridors will be priority location for previously required open space.

# 4.11.2--Maximum Slope:

Residential development shall not occur in areas where the preexisting slope is in excess of 30%. Commercial or industrial development shall not occur in areas where the preexisting slope is in excess of 20%. At the time of Final Development Plan, small areas of slope (portions of a lot) in excess of these standards may be designated for development by the Planning Director if they are incidental to adjacent developable areas and may be developed without significant visual or environmental impacts.

### > <u>4.11.3--Revegetation:</u>

All disturbed areas not covered by impervious surfaces shall be revegetated.

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# 4.12 Hazard Areas and Environmental Resources

The following standards are applicable to all land use categories as appropriate.

## > 4.12.1--Floodplains and Riparian Areas:

100-year floodplains will only be used for unobstructed open space purposes. Riparian areas shall be preserved in open space except when necessary for road constructions. Disturbed riparian areas shall be replaced on a one to one acreage basis with areas of equivalent vegetative character, function, and image.

#### > <u>4.12.2--Wildfire Areas:</u>

No structures will be allowed in a wildfire hazard area (as defined by the State Forest Services, excluding grass lands) unless a hazard mitigation plan, reviewed by the State Forest Service, has been approved with the Final Development Plan.

#### 4.12.3--Geologic Hazards and Features:

No structures will be allowed in a geologic hazard area (as defined by the entity having jurisdiction) unless a mitigating plan has been approved with the Final Development Plan. Significant rock outcrops shall be noted on the Final Development Plan shall not be disturbed by development.

### > 4.12.4--Wildlife and Biology:

Wildlife movement corridors or areas of significant biological activity shall be identified on the Final Development Plan. Any approved Final Development Plan shall provide provisions to protect these areas or ensure that any significant adverse impacts are mitigated.

# > 4.12.5--Aquifer Recharge Zones:

Any area providing ground water recharge to bedrock aquifers shall be identified at the time of the Final Development Plan. The total amount of naturally occurring recharge shall be maintained.

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# 5.0 Operational Standards

The following is a collection of general standards that are applicable to all land use areas.

## 5.1 Intent

It is the intent of this section to specifically state standards that prevent land or buildings within the Chatfield Activity Center area from being used or occupied in any manner so as to create any dangerous, injurious, noxious, or otherwise objectionable effect in a manner or amount which adversely impacts the Chatfield Activity Center or the surrounding area.

# 5.2 Vibration

No vibration shall be produced which is transmitted thorough the ground and is discernible without the aid of instruments at or at any point beyond the lot line.

# 5.3 Air Pollution

There shall not be discharged into the atmosphere any contamination for which threshold limit values are listed for working atmosphere by the American Conference of Governmental Industrial Hygienists in such quantity that the concentration of the contaminant at ground level at any point beyond the boundary of the property shall at any time exceed the threshold limit.

# 5.4 Odors

Any condition or operation which results in the creation of odors or gaseous emissions of such intensity and character as to be detrimental to the health and welfare of the public or which interferes unreasonably with the comfort of the public shall be removed, stopped or so modified as to remove the odor.

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# 5.5 Electronic Radiation

Any introduced source of electromagnetic radiation must meet the standards recommended by the American National Standards Institute. However, nothing in this provision shall prevent the use of speed detection devices by any authorized government agency.

# 5.6 Heat and Glare

No activity shall occur that causes heat or glare impacts that are perceptible from and detrimental tot he use of adjacent property.

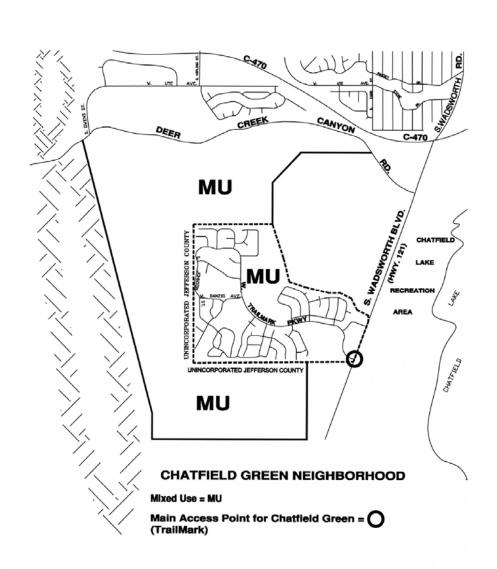
Exhibit A - Chatfield Activity Center

Exhibit B - Environmental Features

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EXHIBIT A
CHATFIELD ACTIVITY CENTER



#### **Center Description** –(NOTE: This map is a reproduction)

Generally located in Sections 3, 4, 9, 10, 15 and 16, Township 6 South, Range 69 West and more particularly described as the eastern boundary being the Chatfield State Recreation Area, the northern boundary being Deer Creek Canyon Road, the western boundary being the line located approximately 700 feet easterly of and running parallel to the Public Service power line, which lies east of and parallel to the hogback as shown on the USGS quadrant map, to its point of intersection with the west section line of Section 15, and then south along the section line to the southern boundary, and the southern boundary being a line running west to east which begins approximately 1300 feet due north of the southwest corner of Section 15 and runs due east a distance of approximately 2600 feet to the Chatfield State Recreation Area.

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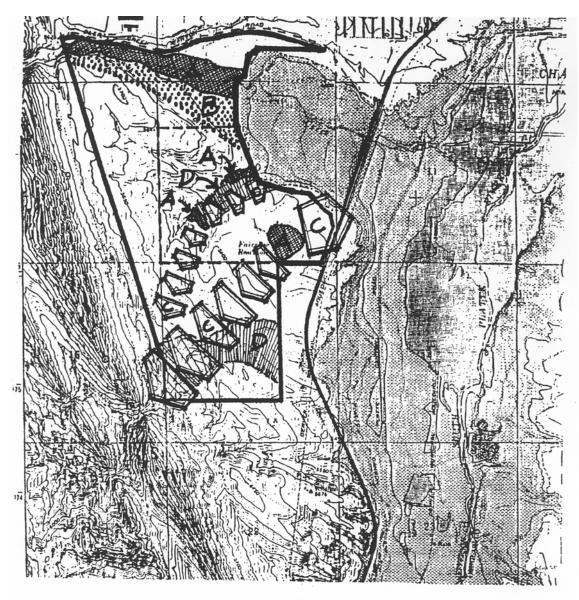
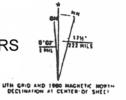
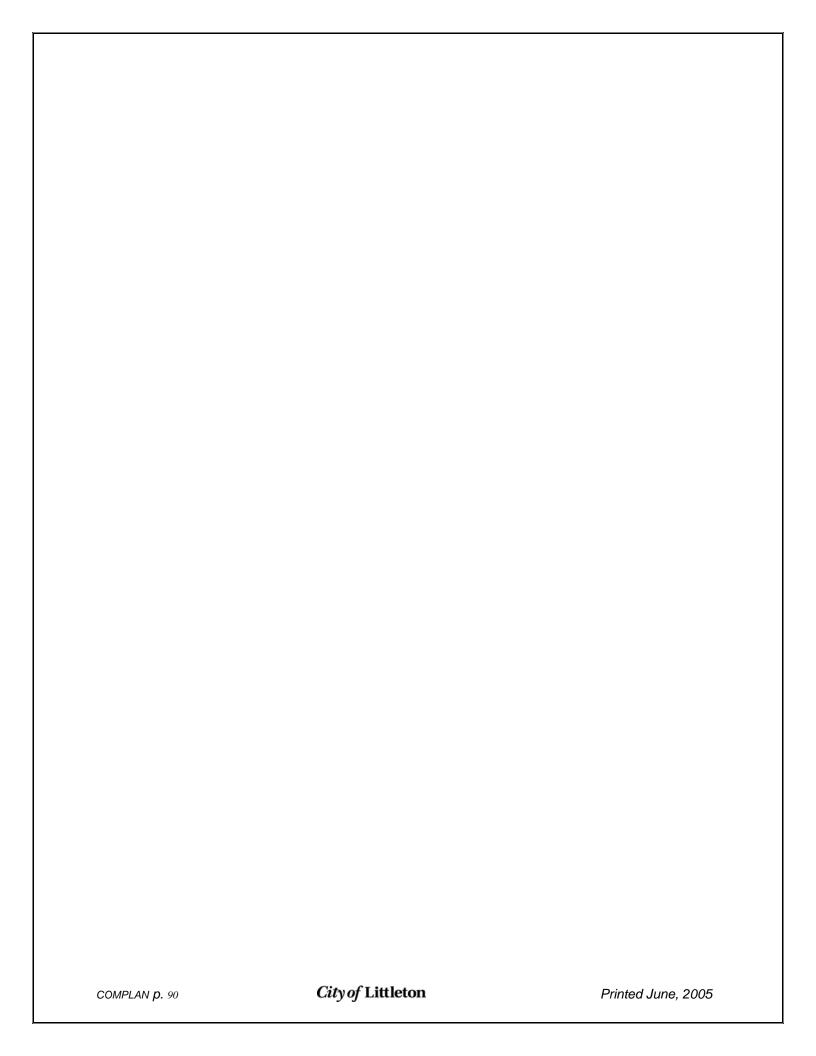


EXHIBIT "B" ENVIRONMENTAL FEATURES

- A: FLOODPLAINS AND RIPARIAN AREAS
- **B: VISUALLY PROMINENT SLOPES**
- C: MAJOR VIEW CORRIDORS
- D: MAJOR DRAINAGE CORRIDORS









# Citywide Plan 2014

a section of the City of Littleton Comprehensive Plan
Adopted January 21, 2014







March 14, 2014

On behalf of Littleton City Council, I am pleased to present the *Citywide Plan*. The culmination of a rigorous public process, the *Citywide Plan* was inspired by the people of Littleton and written by the city's planning board. This board of citizen volunteers devoted untold hours over a two-year period, listening to people, analyzing information, debating how best to respond, writing, meeting with city council, editing, and then editing again.

The planning board wrote the following paragraph as a summary of its collective perception of Littleton and its hopes for the city's future. The paragraph serves as a snapshot of the plan and provides a preview of the passion and commitment reflected in the plan.

Littleton must rebel against becoming suburbia. We are the kind of place where people with talent are attracted to live. We have a unique identity, sense of place, and a flavor unto ourselves. We want our city to always be something elegant. It is naturally beautiful with ample outdoor recreation. We are a community that values the beauty of a diverse, free thinking, intelligent people, willing to work together to resolve complex issues. We strongly support our arts, athletics, schools, and our heritage. Littleton has an entrepreneurial spirit that wishes to be none other than ourselves. We have a positive outlook for our future. Littleton is the kind of place you rarely find, and we appreciate how special that is.

With the adoption of the *Citywide Plan*, the city is moving forward with its commitment to update our Comprehensive Plan. This is just the beginning of a larger planning process that will provide more detailed direction for how the city's evolution will proceed. Now that the *Citywide Plan* is in place, the board and city council's focus will shift to developing plans for small areas within the city, including our neighborhoods and transportation corridors. We encourage you to get involved in these planning processes and let the planning board and city council hear your issues and vision.

Whether you are a current resident or business owner, or if you are considering Littleton for your new home or business location, we hope that you will find the plan useful and that you will join us as we shape our collective future.

Sincerely,

Phil Cernanec, on behalf of Littleton City Council

Mayor, District III

Bruce Beckman Mayor Pro-Tem, At-Large

BH Course

Randy Stein District I Jerry Valdes District II

Debbie Brinkman District IV Peggy Cole At-Large

Bruce Stahlman At-Large



# Our Littleton: Planning Tomorrow Together

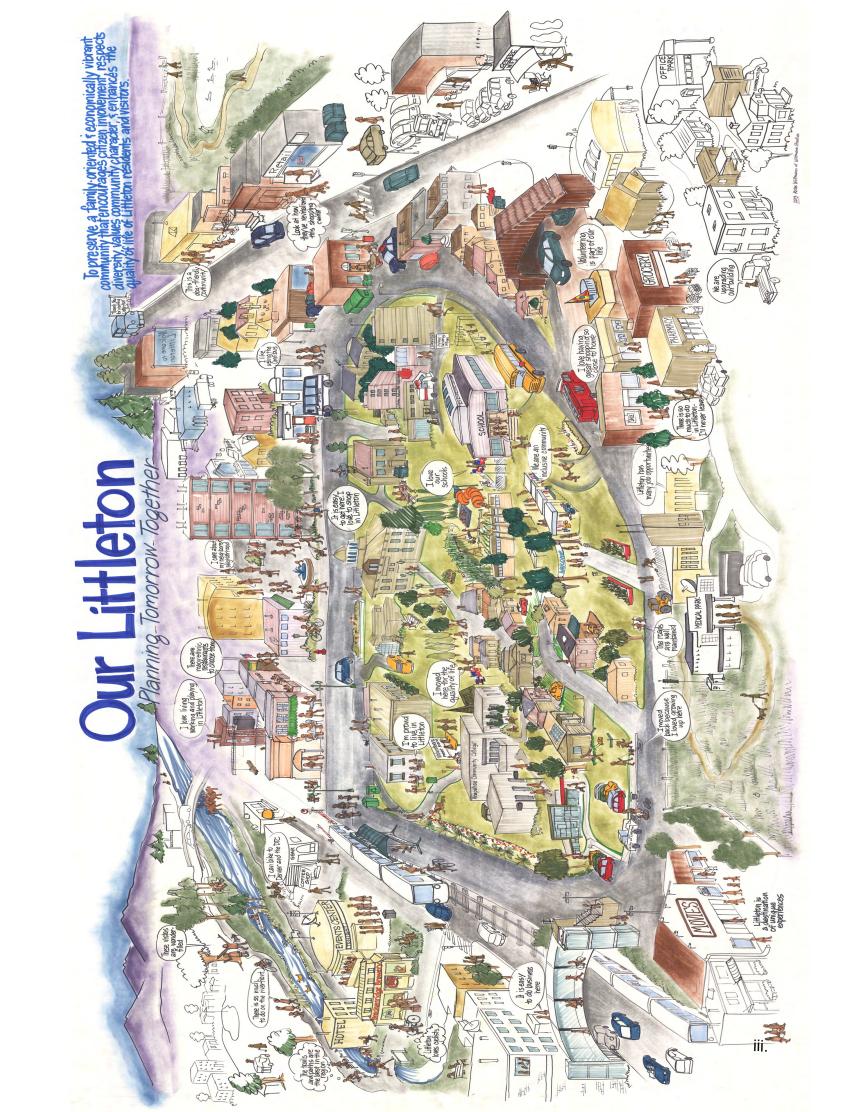
The illustration on the opposite page was created during a three-month visioning process undertaken by the mayor and city council in 2012. Entitled *Our Littleton, Planning Tomorrow Together*, the illustration captures and sets forth the mayor's and council's vision for Littleton. The map-like drawing shows familiar Littleton landmarks set in a series of three concentric areas corresponding to the three parts of the vision.

The center of the illustration defines Littleton's warm, hometown feel and great neighborhoods and schools. It represents the heart of the city and much of what the council loves and wants to protect and maintain for the city. It shows a high quality of life with many families and parks, and an inclusive community comprised of people who care for each other.

The area "across the road" from the center of the illustration generally represents the existing commercial corridors, showing both existing activity as well as some of what is desired for Littleton's future. Many of Littleton's commercial corridors have great potential and are ripe for change. The illustration shows a welcoming Littleton, with a well-maintained infrastructure that has access to transportation and a thriving business community with a mix of shopping and dining options that are accessible by bike, car, or public transportation.

The outermost area of the map, much of which is not colored in, symbolizes possibility in Littleton's future. There is an emphasis on creating great vibrancy along its wonderful natural amenity, the South Platte River. In it, residents and visitors can be seen enjoying the riverfront — some through the tranquil enjoyment of the outdoors—and many also through dining, strolling, or catching a game or event at a shared community space at the river's edge. The river is connected to the city both physically and in spirit. In this outermost area, there are buildings and other structures that do not currently exist, such as a bridge connecting downtown to the river and new paths and entertainment venues at the river. All around the perimeter there is a clear opportunity for development and redevelopment of existing buildings, lots, housing, public, and commercial corridors.

Note that, unlike a typical map that is designed to be an exact representation of the current landscape, this illustration is more symbolic than representational. It is intended to capture the spirit and essence of Littleton as it is now and how it will hopefully grow over time.





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Heritage High School is one of three high schools in the highly acclaimed Littleton Public Schools.

# Introduction

# **PURPOSE**

The Comprehensive Plan provides a broad vision for the city's future. It offers a framework for decisions affecting private and public development. It is the mission statement and guide for the city's land use-related regulatory tools and programs, including zoning and the capital improvements program. The Comprehensive Plan includes both the Citywide Plan, provided herein, and more detailed small area plans for neighborhoods, transportationbased corridors, and identified activity areas, provided separately. While the Citywide Plan addresses larger issues, the small area plans address more detailed issues and provide more detailed recommendations. All small area plans are consistent with and help advance the implementation of, the Citywide Plan.

See Figure D on page 7 of the Introduction for a list and status of all small area plans, existing



#### USE

Citizens, property owners, developers, city staff, and appointed and elected city officials use the Comprehensive Plan according to their respective roles in the decision-making process.

Because the plan cannot anticipate all issues and questions, it does not include policies that will address every situation. In those cases where it does not address a situation or issue, but the issue has citywide ramifications and needs a citywide perspective, users should base their interpretation on the Vision, Goals, Policies, and Transformative Actions. In these cases, users should also rely on more specific direction provided in the relevant small area plans. Similarly, the complexity of land userelated issues may result in a conflict between policies. Again, users should base their analysis and interpretation on other elements of the plan.

## GEOGRAPHIC AREA

The plan applies to all areas within the current city limits of the City of Littleton. Areas beyond the city limits are shown on Figure A, Regional Map, to provide context and illuminate connections. The regional map is the only citywide map in the plan that represents the true location of the TrailMark Neighborhood, which is on the west side of Chatfield Reservoir and far enough south and west that it is beyond the boundaries of the other maps. Elsewhere, the TrailMark Neighborhood is included as an inset.



The Comprehensive Plan provides guidelines for development decisions through the Vision, Goals, and Policies in the Citywide Plan and the more specific goals and policies in small area plans for neighborhoods, corridors, and activity areas.



# Figure A

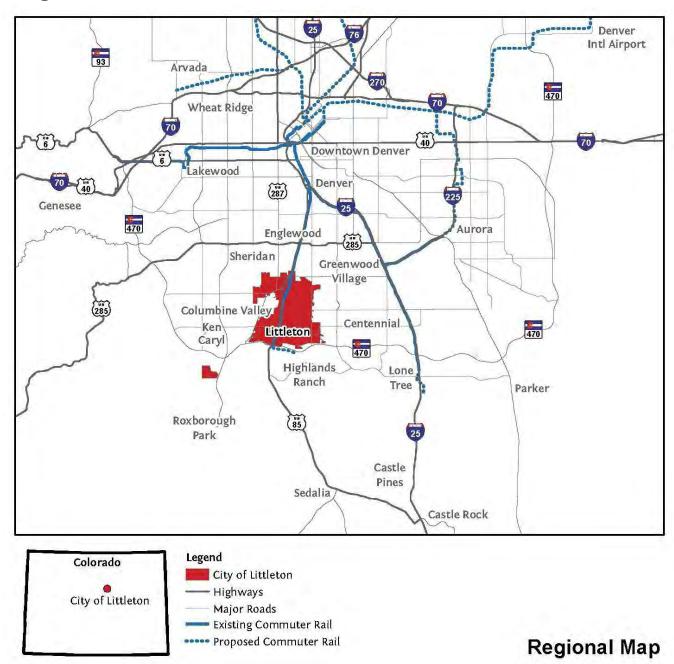


Figure A highlights the location of the City of Littleton in the southwest section of metropolitan Denver. While most of Littleton is in Arapahoe County, the city extends west into Jefferson County and south into Douglas County. Littleton is bordered generally by the City of Englewood to the north, the cities of Greenwood Village and Centennial to the east, unincorporated Highlands Ranch to the south, and the City of Bow Mar, the City of Columbine Valley, and unincorporated Jefferson County to the west. The TrailMark Neighborhood is bordered on all sides by unincorporated Jefferson County.



# **DEMOGRAPHICS**

The Vision, Goals, Policies, and Actions in the Comprehensive Plan reflect the city's demographic trends. Figures B and C on the following page represent two of the most significant changes in Littleton's population between 1980 and 2010. The average household size, as represented by Figure B. has decreased from 2.65 persons per household to 2.25. That reduction is paralleled by the trend illustrated in Figure C, which demonstrates that both the largest and the second largest population groups have progressively shifted to olderage categories, as residents who were parents of young children, and their children, have both aged. The land use implications of these two trends include a reduction in school-age populations, a resulting decline in school enrollments, and a reprogramming of schools in order to maximize efficiencies and reduce costs. As a result, there is a desire to attract young residents to enjoy the city's family-friendly neighborhoods and amenities and to help the school district retain its high standards. The same trends have resulted in an increasing desire for housing, services, and infrastructure that meet the needs of older residents.



Littleton Public Schools repurposed the former Littleton High School for its administrative offices. Although Littleton's aging population has resulted in declining enrollments, the excellent reputation of the Littleton and Jefferson County school districts helps the city meet its goal of attracting families of all ages.

These and other demographic trends were presented in the public forums and discussed at length by the planning board. It is the intent of this plan to take advantage of the opportunities and meet the challenges presented by these trends.

Included in the Appendix to this document is the Statistical Dashboard, which provides key data that illustrate the point in time during which this plan was developed. As this data ages, current data can be found on the websites of both the city, littletongov.org, and the Denver Regional Council of Governments (DRCOG), drcog.org.

# **IMPLEMENTATION**

Strategic implementation of the Comprehensive Plan will occur over time. The plan will guide the majority of implementation through its use as a framework for development-related decisions and capital improvements. Business cycles, competing needs, unanticipated opportunities, and available resources will influence implementation schedules. Detailed work programs will reflect those factors and facilitate implementation.



One of the most common responses to the question "What would make Littleton an even better place to live?" was a low maintenance home, with a small yard, in my neighborhood.



Figure B: Average Household Size

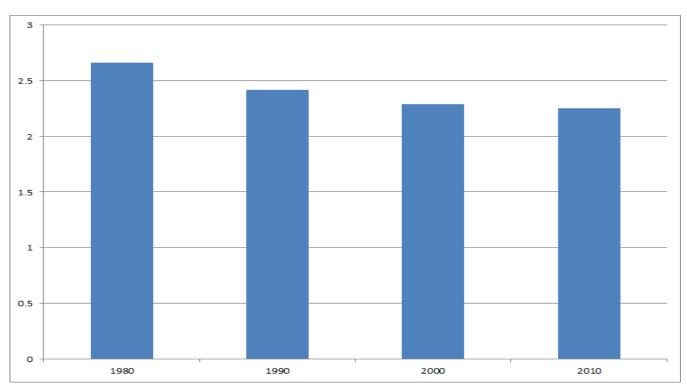
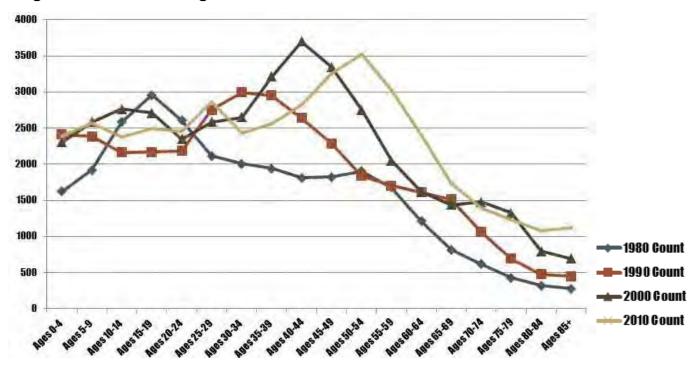


Figure C: Median Age





# PLANNING PROCESS

Following its launch in May 2012, Inspire Littleton, the city's public outreach element of the comprehensive planning process, generated great enthusiasm, garnered an enviable rate of public participation, and did an excellent job marketing the process and the plan. Early in the process, more than 100 people participated in planning forums across the city. InspireLittleton.org, the city's interactive website, ran throughout the planning and review process and welcomed more than 600 individuals as they registered and participated in the ongoing community discussion. As part of the outreach at public forums, parades, and other community events, nearly 1,000 people wrote ideas on sticky notes and posted them on the Inspire Littleton idea boards. Some drew pictures representing what they love about Littleton or what they think would make Littleton an even better place to live. As of November 2013, the 608 active participants on the website, 7,106 visitors, and 51,752 page views generated 557 ideas and provided 857comments on those ideas.

The planning board and staff listened carefully to the public's ideas and comments and absorbed and incorporated them into the planning process. The board repeatedly checked in with city council and revised the draft plan to reflect council's direction. This, the resulting plan, is a reflection of both what was heard from the public and the council and the expertise of the board and staff. Comments and ideas heard online and at the public hearings were discussed and are reflected in the adopted plan.







# **InspireLITTLETON**

The planning process included presentations and discussions at public meetings, outreach at public events, interaction on a designated website, <a href="InspireLittleton.org">InspireLittleton.org</a>, articles in local newspapers, and detailed discussions by the planning board and city council. The idea board (shown above) was a particularly popular tool for gathering ideas from citizens who might not otherwise have participated in the process.



# **UPDATING**

A snapshot in time, the Comprehensive Plan should be monitored for its effectiveness and regularly updated to better reflect current conditions, issues, and opportunities. At a minimum, the planning board should initiate a Comprehensive Plan review every five years and, if deemed necessary, update the plan.

# **RELATED PLANS**

The 2014 Comprehensive Plan has two sections: the *Citywide Plan* and the small area plans. Whereas the *Citywide Plan* provides the foundation for the Comprehensive Plan, the small area plans provide specific objectives, strategies, and metrics for each of thetargeted small areas. The small area plans are divided into three categories: neighborhood plans, corridor plans, and activity area plans, as shown on the following page in Figure D.

- Neighborhood plans address a specific residential area within the city. There are nine neighborhoods defined within the city boundaries. Each neighborhood plan will be updated as deemed necessary by the planning board and city council. A list of all neighborhood plans is listed in Figure D. As neighborhood plans are updated or created (where no plan exists currently), public outreach will be conducted to solicit input from residents in the neighborhood. As plans are updated, neighborhood boundaries may be revised to better represent current and anticipated conditions.
- Corridors generally represent linear areas along major arterial streets and in commercial districts. Figure E illustrates the preliminary configuration of the corridors. The boundaries of neighborhood plans and corridor plans will not overlap in order to avoid conflicting objectives. Each corridor plan will define specific objectives, strategies, guidelines, and metrics for achieving its goals and policies.

Activity Areas are parts of town that have potential for new development or redevelopment and that are usually within the study area of a corridor plan or neighborhood plan. These can serve as catalyst areas for economic development efforts, public/private joint ventures, or special districts to encourage innovative development. Each activity area plan will define specific objectives, strategies, guidelines, and metrics for encouraging, designing, and implementing development that stimulates the area and complements the underlying corridor plan and/or neighborhood plan(s). Preliminary activity areas have been identified in Figure D, but the planning board and city council may add or delete activity areas as market conditions change. Activity area plans may be contained within corridor plans or neighborhood plans.

Other reports and documents used to draft the 2014 Citywide Plan are regional land use plans; state, regional, and city transportation plans; and park plans. These documents complement the comprehensive plan and are considered advisory to it, even though they may not be referenced individually by the plan or adopted as elements of the plan.



With the help of historic preservation funds from the State of Colorado, the city renovated the old Arapahoe County Courthouse as the Littleton Municipal Courthouse.



# Figure D

	STATUS OF SMA	UPDATE	PRIORITY
	COMPLETED OR YEARUPDATED	OR CREATE	FRIGHT T FOR UPDATEORCREATION
NEIGHBORHOODS	•		
Centennial	2000	Update	Low
Downtown	2012		Low
Goddard	2000	Update	Low
Heritage	2000	Update	Low
Ketring Park	2000	Update	Low
Progress Park	2000	Update	HIGH
South	2000	Update	Low
Southwest		Create	Low
Sterne Park	2000	Update	Low
Trailmark	2000	Update	Medium
CORRIDORS			
Broadway	1989	Update	HIGH
County Line		Create	Low
Littleton Boulevard	2002	Update	HIGH
Mineral		Create	Low
SouthSantaFeDrive	2000	Update	HIGH
ACTIVITYAREAS			
Dry Creek/		Create	Medium
South Broadway			
LittletonBlvd/		Create	High
South Broadway			
Littleton Blvd/Woodlawn		Create	High
Littleton Downtown		Create	High
Light Rail Station			
Area, extending east			
along Littleton Blvd		0	18.1
Mineral Light Rail Station		Create	High
Area, extending north			
along the South Santa Fe			
Corridor Mineral Ave/		Create	Medium
		Create	iviedium
South Broadway		Crooto	Medium
Ridge Road/South Broadway		Create	iviedium

# Status of Small Area Plans

Figure D provides a list of all existing and proposed neighborhood, corridor, and activity area plans along with the status and a recommended program of action for each. It identifies three categories of recommended actions: 1) dashes for plans that are considered current and need no major attention, 2) "Update" for plans that are out of date and should be revised, and 3) "Create" for areas for which a plan is recommended, but not yet been developed.



# **Figure E**

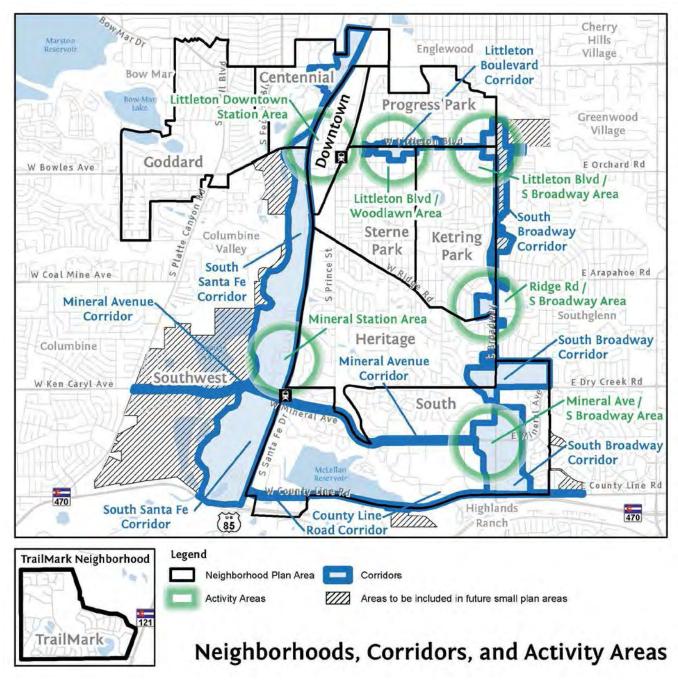


Figure E illustrates the relative location of identified small areas. Neighborhoods are the only small areas that have strictly defined boundaries. Corridors run along the edge of and overlap multiple neighborhoods. Activity Areas are centers of significant activity and may overlap boundaries of both neighborhoods and corridors. Crosshatched areas have not yet been addressed by a small area plan. As planning processes are initiated for a small area, more specific boundaries will be set for that area and this map will be updated to reflect those and any other changes.



# **Figure F**

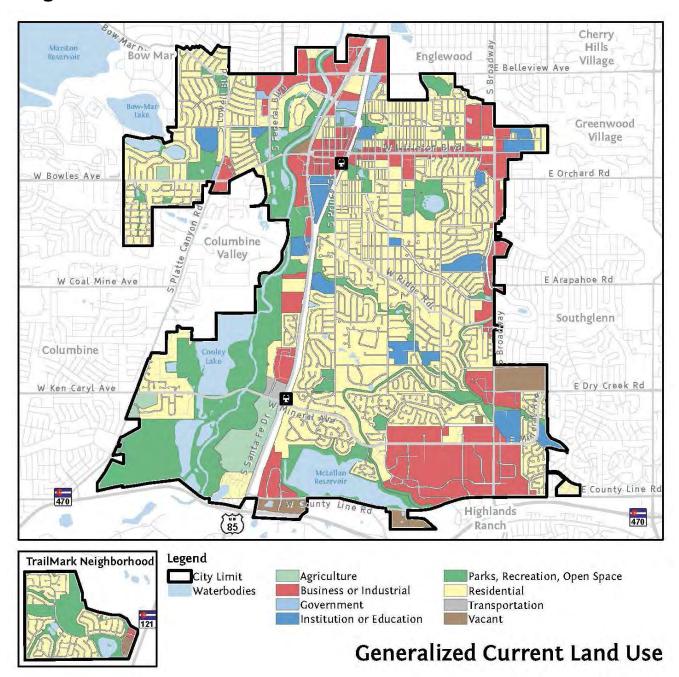


Figure F displays a simplified pattern of land use activities and character. Typically, retail and office uses are concentrated along or close to major streets, particularly Broadway, Littleton Boulevard, Mineral Avenue, Belleview Avenue, and South Santa Fe Drive. Residential uses are located between the commercial streets. Most open space and parks adjoin natural bodies of water and drainage ways, including the South Platte River.



# **Figure G**

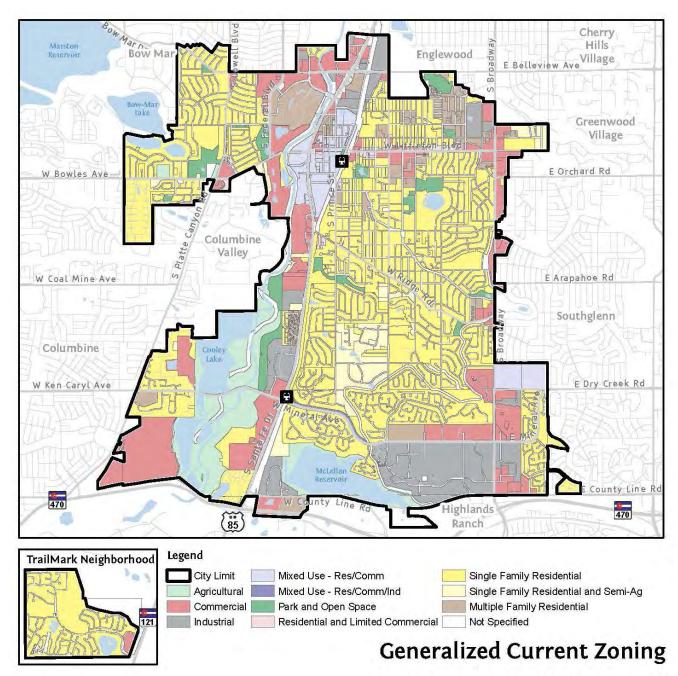


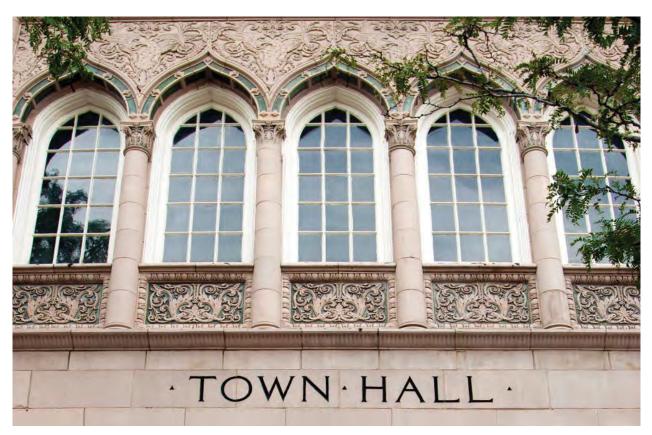
Figure G illustrates how closely Littleton's land uses and zone districts are aligned. The prevalence of mixed-use zone districts makes both the zoning and land use patterns more complex. Several areas, such as portions of SouthPark, have zone districts that may allow land uses with a range of intensities, including park, residential, commercial, and even light industrial uses. In order to determine the overriding character of those areas, it is important to focus on the generalized land uses in those areas rather than relying only on the generalized zoning.



# A. Citywide Plan

The Citywide Plan is comprised of two sections that guide the city's future land-use-related actions. The first – Part I: Goals and Policies – is based on values that were articulated through Inspire Littleton's two-year process of gathering community ideas and feedback. These values reflect themes that resonated throughout citizen comments on why this community is special and what they would like Littleton to become. These core values form the foundation for the neighborhood, corridor, and activity area plans that will guide development and decision-making. In this combination, future planning, development, land use, and zoning decisions should reflect the overarching Vision and Goals outlined here.

The second section – Part II: Transformative Actions – describes strategic actions necessary to achieve the citywide Goals and Policies, which were outlined in Part I. These actions will guide all underlying plan and policy documents, as well as zoning code changes, budget decisions, and capital investments. To achieve the citizens' vision for Littleton, there must be a collaborative, long-term commitment to these strategic actions.



After the city administration moved to its new offices on West Berry Avenue in the 1970s, citizens raised funds to restore the former Town Hall as a performing arts center and art gallery. It is now home to the Town Hall Arts Center, a professional nonprofit theater company. The center has been producing comedies, musicals, and plays for more than 20 years and going to the theater has become a local institution.





# VISION FOR THE FUTURE OF LITTLETON

Littleton is a community that embraces its authentic small town qualities while enjoying the advantages of a metropolitan area. The city should continue to exemplify and promote a sustainable economy, environment, and society.

#### Littleton will:

- Respect and build upon its history
- Foster its small-town, family-friendly character
- · Be home to people of all ages and backgrounds
- Value livability, diversity, and progress
- Promote a vibrant economy for individuals, businesses, and the city as a whole
- Value the importance of its citizens and its natural resources
- Manage and direct change
- Strive for sustainability in economic, environmental, and social decisions
- Raise the bar to increase the quality of community and economic development



# PART I: GOALSAND POLICIES

# Goal 1: A Dynamic Littleton

Foster a vibrant and evolving community.



New residents are attracted to Littleton by housing that has ready access to the city's extensive trail and park systems.



The popularity of outdoor events reflects Littleton residents' appreciation of the outdoors and a strong sense of community.



A new brewery facility, with a restaurant and beer garden, has been approved for the Breckenridge Brewery. On the west side of the site, at 6775 South Santa Fe Drive, is a new headquarters facility for Designs by Sundown. Both are scheduled to open in late 2014 or early 2015. The design is rural vernacular, as called for by design guidelines for the South Santa Fe Corridor.



# A Dynamic Littleton - Policies

- 1.1 Generate more opportunities for residents to live, shop, and play where they work and to work, shop, and play where they live.
- 1.2 Create the circumstances that will encourage dynamic, innovative employers to locate within the city.
- 1.3 Draw retail that will provide the goods needed and desired by residents while capturing retail sales from both residents and non-residents.
- 1.4 As part of the small-area planning process, identify districts within activity areas that are appropriate for, and should be designed for, evening commercial and entertainment uses (see Figure E on page Introduction 8 for the general locations of the activity areas).
- 1.5 Identify the activity areas, such as those around the light rail stations, that might benefit from public/private investment. Partner with private-sector individuals and entities to explore, promote, and follow-through with the best prospects.



Littleton Station is a mixed-use development that takes advantage of its proximity to Sterne Park, downtown, the Buck Recreation Center, the shops at Woodlawn, and the Littleton Downtown light rail station.

- 1.6 Encourage housing that responds to changing demands in the local housing market, allows every generation and income group to call Littleton home, and is otherwise consistent with this plan.
- 1.7 Evaluate the redevelopment potential of blighted properties. Work with owners throughout the redevelopment process to encourage sustainable uses and structures. Design the redevelopment so that it mitigates its negative effects, if any, on adjacent uses and structures.
- Require that new commercial development be appropriately buffered from adjacent uses.
- 1.9 Strengthen downtown by:
  - supporting a pedestrian-active street that connects Main Street and Arapahoe Community College and helps activate the area south of Little's Creek.
  - increasing housing diversity and densities to help enliven the streets and support the stores and restaurants.
  - encouraging a diversity of businesses that serve a larger market and provide support services for the needs of downtown residents and employees.



#### Goal 2: An Outdoor Littleton

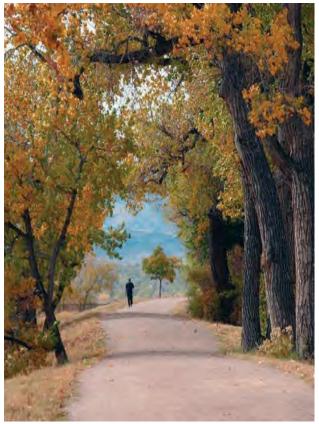
Capitalize and expand upon Littleton's most valuable outdoor resources, including the South Platte River and its tributaries; the High Line Canal; and the city's parks, open space, trails, panoramic views, landscape, wildlife, recreational facilities, and public gathering places. Make theser resources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



Soccer in Gallup Park, part of an extensive system of parks throughout Littleton that are managed by South Suburban Park and Recreation.



Biking on the Mary Carter Greenway Trail, which is along the South Platte River and connects to the regional trail system.



The High Line Canal winds through Littleton's neighborhoods and, like the Greenway Trail, connects to the regional trail system.



#### An Outdoor Littleton - Policies

- 2.1 Treat the South Platte River and its tributaries as one of the city's most important assets.
  - a. Inventory, protect, and enhance the river's primary natural areas and wildlife habitat.
  - b. Beyond the areas categorized as the most important natural areas and wildlife habitats, identify locations adjacent to the river that are appropriate for enlivening urban land uses. For example, consider restaurants with outside dining, multipleunit housing, outdoor-related retailers, bicycle and rollerblade rentals, and other activities for people of all ages and with a diversity of interests.
  - c. Expand active river-related recreational opportunities such as rafting, bicycling, walking, kayaking, and fishing.
  - d. Increase the connections between
    Downtown Littleton and the river corridor,
    improve them, and make them more
    appealing.
- 2.2 Improve the trail and walkway network throughout the city, expanding the network to become a viable transportation, as well as recreation, alternative.
- 2.3 Encourage inviting outdoor activity and gathering places in new developments.
- 2.4 Expand recreational opportunities and attractions in parks with new facilities for residents of all ages. Consider facilities such as a skate park, paddle boat rental, downtown amphitheater, community gardens, and water features.
- 2.5 When possible, locate parks and improve access to them so that every residence is within a half-mile radius of a park and

- has a comfortable and inviting walk or bicycle ride to that park.
- 2.6 In addition to the river and its tributaries, identify, safeguard, and enrich the city's other outdoor resources, including the High Line Canal.
- 2.7 Maintain the relationship with South Suburban Park and Recreation for the management of parks and recreation facilities and programs.
- 2.8 Make the healthy choice the easy choice.



An interactive water fountain, like this one at the Denver Museum of Nature and Science, would be a great addition to an activity area.



Littleton's parks and recreation facilities, public and private, provide recreational opportunities throughout the year. This is a private pond in the Coventry neighborhood.



#### Goal 3: A Connected Littleton

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



Littleton's and Pedestrian Master Plan proposes expanding and improving the city's bicycle and pedestrian infrastructure.



RTD's Downtown (above) and Mineral light rail stations are increasingly important as regional connections.



Littleton residents enjoy outdoor concerts and the social connections they foster through events such as this one at Hudson Gardens.



#### A Connected Littleton - Policies

- 3.1 Incorporate the concept of complete streets into the city's efforts to better accommodate and reduce conflicts among multiple modes of traffic and to help make the city more pedestrian, bicycle, and vehicle-friendly.
- 3.2 Increase the walkability of neighborhoods and develop an inviting citywide pedestrian network.
- 3.3 Upgrade and augment the citywide pedestrian and bicycle connections into downtown and RTD's light rail stations.
- 3.4 Provide inviting connections between commercial development and adjacent residential neighborhoods.
- 3.5 Provide public gathering places and support public enjoyment of these spaces through activities such as parades, fairs, bazaars, sitting, talking, eating, and playing.
- 3.6 Generate a creative and comprehensive wayfinding system that reinforces Littleton's sense of place, while providing directions within the city.
- 3.7 Remain technologically current while integrating information and communication technology throughout the city.
- 3.8 Endorse Metro Vision 2035¹ and its subsequent updates, as approved by the Denver Regtional Council of Governments (DRCOG) and accepted by the City of Littleton.



A coffee shop on Main Street is a perfect community gathering spot. Its outside seating helps activate the street.



A residential/office mixed-use project on Littleton Boulevard takes advantage of great connections to downtown and the light rail station.

<sup>&</sup>lt;sup>1</sup> Metro Vision 2035 is the region's plan to guide growth, transportation, and environmental quality. The current and any subsequent regional plans can be seen on the Denver Regional Council of Governments' website: DRCOG.org



# Goal 4: A Distinctive Littleton

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



The Littleton Museum was the first collecting museum in Colorado to be accepted as a Smithsonian Affiliate.



Littleton is proud of its history as a small agricultural community that has attracted highly desired employers while maintaining its small-town feel and traditions.



The Carnegie Library was designed by Littleton architect Jacques Benedict, who also designed Town Hall, the Carmelite Monastery, and the First Presbyterian Church.



Littleton is blessed with panoramic views of the mountains; this one is from Writer's Vista Park.



#### A Distinctive Littleton - Policies

- 4.1. Build upon the assets that are unique to Littleton, such as the Platte River and its adjoining natural areas and Littleton's history, schools, neighborhoods, cultural facilities, and public image.
- 4.2. Encourage preservation of historic structures, districts, and places that are significant to Littleton history.
- 4.3. Encourage high quality design, architecture, landscape architecture, and public art throughout Littleton.
- 4.4. Encourage "architecture of place" and small, independent businesses that differentiate Littleton from nearby municipalities.
- 4.5. Create distinctive gateways to the city, its downtown, and other points of interest.
- 4.6 Encourage and support a diversity of community events that are to neighborhood, city, and regional participation by residents of all ages and backgrounds.



Littleton is consistently ranked as one of the best communities in which to raise a family.



Littleton is unique because of its extensive trail system and its ready access to the resources along the South Platte River.



Bemis Library was regularly mentioned when residents were asked "What do you like best about Littleton?"



The growth of Littleton Adventist Hospital has been mirrored by the growth of medical-related businesses, making the health-related industry one of Littleton's most important economic sectors.



# PARTII: TRANSFORMATIVE ACTIONS

The three actions described below are the most critical steps for achieving the city's Vision, Goals, and Policies. Successful completion of these actions requires a comprehensive and long-term commitment; concerted effort; collaboration between local, regional, and governing agencies; and private-sector investment.

# Transformative Action 1: Highlight the River

- 1.1 Ensure that the river and its riparian areas remain healthy and vibrant.
- 1.2 Identify the best locations along the river for conservation and those for new development.
- 1.3 Preserve and protect areas identified for conservation. Apply methods such as purchase, easements, and management to achieve this.
- 1.4 Set the stage for new development or redevelopment at the identified locations. Use tools such as zoning and capital improvements to accomplish this.
- 1.5 Attract the best possible development and redevelopment to the identified areas. Employ economic and procedural devices to realize this.

- 1.6 Focus public and private investments along the river.
- 1.7 Locate and design public investments so that they optimize their potential to leverage private investments.



South Platte Park has more than 880 acres of open space and 300 species of wildlife.



A few areas along the river close to Downtown Littleton are appropriate for housing, retail, and entertainment uses. Development in appropriate locations along the river might look something like this.



While some areas along the river are appropriate for housing and other development, the majority of the length of the river is more appropriate as a conservation area.



# Transformative Action 2: Focus on Activity Areas and Corridors

2.1 Identify and designate as activity areas or corridors those locations or street corridors, respectively, where additional new development or redevelopment is desired and either occurring or anticipated. Designated areas should be those that will have the most transformative impacts on achieving the city's Vision.

See Figure E: Neighborhoods, Corridors, and Activity Areas Map on page 8 of the Introduction.

- 2.2 Use tools such as small area plans, zoning, capital improvements, and other incentives to set the stage for redevelopment and new development in designated activity areas and corridors.
- 2.3 Attract desired development and encourage redevelopment in designated activity areas and corridors.



One of several new residences under construction in Downtown Littleton, as of November 2013. This one is a duplex that has replaced a single-family house on South Sycamore Street.



SouthPark is a vibrant office, retail, and residential neighborhood that continues to see new development.



The Ensor property lies just to the south of the Mineral Light Rail Station, between South Platte Park and South Santa Fe Drive.



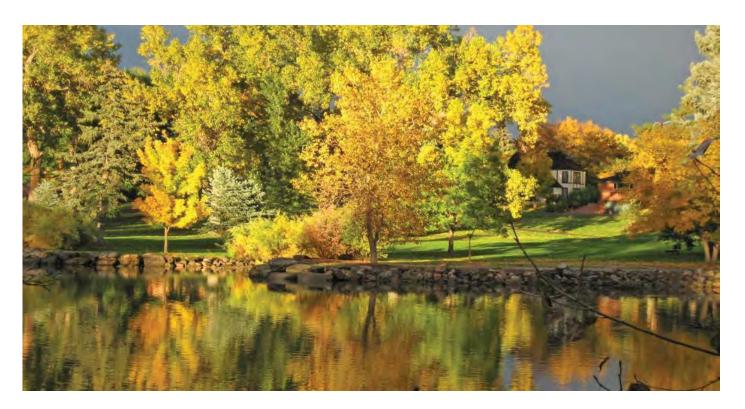
## Transformative Action 3: Direct Littleton's Growth

- 3.1 Implement the Vision and Goals of this plan by reviewing all of the city's land-related regulations and programs for their ability to implement the plan, and revise the regulations and programs to that end.
- 3.2 Use this plan as a basis for land-use-related decisions.
- 3.3 Review and revise this plan necessary in order to remain current.

- 3.4 Update existing small area plans and develop new ones to address current issues and opportunities
- 3.5 Implement the city's economic plan; review and revise it as necessary in order to remain current. See the city's website, littletongov.org, for a link to the plan.
- 3.6 Identify opportunities for municipal annexations that will help the city achieve its Vision and Goals.



The comprehensive plan is the foundation of both quasi-judicial land-use decisions and administrative decision-making. The Citywide Plan provides an overall decision-making framework and the neighborhood, corridor and activity area plans provide more detailed guidance.



# **Appendix**

# A. DEFINITIONS

The definitions of terms that are not included here are generally those that can be found by looking in a standard dictionary or by searching on-line.

# **ACTIVITY AREA**

Ageneralized location that currently is the center of significant activity and/or that may be subject to significant change.

# **ACTIVITY CORRIDOR**

A generalized linear area or stretch of land, identified by a common characteristic or purpose, located adjacent to a transportation facility or waterway, functioning as a center of significant activity, and/or subject to significant change.

# **ADOPTION**

The act of accepting formally and putting into effect.

#### ARCHITECTURE OF PLACE

Also known as vernacular architecture, the way in which ordinary buildings were built in a particular place, making use of local styles, techniques, and materials and adjusting to local conditions.

# **BUFFER**

Something that lessens potentially adverse impacts of a particular land use. Buffers can take many forms, including but not limited to physical separation, construction, or landscaping.



## **CAPITAL IMPROVEMENT**

A permanent construction projector the restoration of some aspect of a property that will either enhance the property's overall value or increase its useful life. Examples include public buildings, roads, street improvements, lighting, parks, and their improvement or rehabilitation.

# CITY OF LITTLETON

The area within the boundaries of, and administered by, the municipal government, as opposed to the larger area within the Littleton mailing area, much of which is governed by other jurisdictions.

#### COMMUNITY DEVELOPMENT

A city department that is responsible for building safety, code compliance, historic preservation, neighborhood coordination, planning, zoning and development review.

# **COMPLAN**

The name given to the City of Littleton's comprehensive plan as it was first adopted in 1981 and then revised and updated in 2000.

# **COMPLETE STREET**

A street designed and operated to enable safe access for all users. Pedestrians, bicyclists, and motorists are able to safely move along and across a complete street. See <a href="mailto:smartgrowthamerica.org/complete-streets">smartgrowthamerica.org/complete-streets</a>

# **COMPREHENSIVE PLAN**

The primary long-range master planning document for city planning. Comprehensive plans are broad-based and contain policy-level directives to guide the community's future.

#### CONNECTION

A link, a channel of communication, an association, or a relationship.

#### **DENSITY**

In the case of residential development, a measurement of the number of dwelling units peracre.

# **DESIGN GUIDELINE**

A planning tool that provides direction on how development can be carried out in accordance with good design practices. It is often produced with a view to retaining local distinctiveness.

# **DIVERSITY**

Variety. For planning purposes, diversity often refers to a mix of building types, including a variety of housing styles and prices; a mix of land uses; a mix of people, including a mix of ages and backgrounds; and a mix of employment opportunities.

# **COMPREHENSIVE PLAN 2014**

# **DYNAMIC EMPLOYERS**

Employers that are capable of changing or being changed as market dynamics evolve.

# **ECONOMIC AND PROCEDURAL TOOLS**

A combination of technological, regulatory, financial, and other mechanisms that can assist the city, property owners, and developers in achieving the city's Vision and Goals.

# **ECONOMIC DEVELOPMENT**

Generally refers to the sustained, concerted actions of policy makers and communities to promote the standard of living and economic health of a specific area.

#### **GATEWAY**

Somethingthat serves as a boundary, entrance, or means of access; may be marked or framed by a structure, landform, lighting. or landscaping.

#### **GOAL**

Broad statement of ideal future conditions as they are defined by the community. Goals set the direction for actions, resource allocation, and planning decisions.

#### **INFILL**

Development within the boundaries of an already-developed area.

# **INFRASTRUCTURE**

Basic facilities and services necessary for development to take place, including streets, electricity, sewer, water, lighting, communication, drainage, parks, and public buildings.

# **INNOVATIVE EMPLOYERS**

Employers with information, imagination, and initiative that derive greater or different values from resources to create a new market need or deliver products in a new way for their customers.

# LEVERAGE INVESTMENT

To realize a larger amount of private investment through a smaller expenditure of public funds or incentives.

## **LIVABILITY**

A determination of the relative desirability of a location based on criteria in categories such as the availability of amenities, cost of living, crime rates, education, employment, housing, and weather.

#### **MASSING**

The overall composition of the exterior of the major volumes of a building, especially when the structure has major and minor elements.



# **MULTIPLE-UNIT HOUSING**

A classification of housing in which multiple separate housing units for residential (i.e. non-commercial) inhabitants are contained within one building or several buildings within one complex. The term distinguishes a type of structure, not a type of ownership. Separate housing units may be individually owned (condominiums) or may be part of a larger complex with a single ownership that rents individual units (apartments).

#### MUNICIPAL ANNEXATION

The permanent acquisition and incorporation of a territorial entity into another geo-political entity. Usually, it is implied that the territory and population being annexed is the smaller, more peripheral, and weaker of the two merging entities, barring physical size.

#### **NEIGHBORHOOD**

A geographic area that has unique characteristics that are recognized by its residents and the community at large.

#### **NEIGHBORHOOD PLAN**

One type of small area plan and an element of a citywide comprehensive plan. Consistent with and helps implement the goals of the *Citywide Plan*, but is more specifically directed to one particular neighborhood.

# **NEW DEVELOPMENT**

Altering the landscape in any number of ways, encompassing activities ranging from renovation to the purchase of raw land and the subdivision of that land into smaller portions for sale or further development.

# PEDESTRIAN AND BICYCLE PLAN

A specialized transportation plan that focuses on pedestrian and bicycle movement and the facilities necessary to facilitate it.

# **PLANNING BOARD**

A citizen boardestablishedby the City Charterand consisting of seven regular members and two alternate members. The powers and duties of the board address the General Zoning Regulations, other specific zoning decisions such as conditional use applications, floodplain management regulations, recommendations on comprehensive plans, and adoption of development guidelines.

# **POLICY**

Ageneral rule for action focused on a specific issue, derived from more general goals.

# Littleton

# **COMPREHENSIVE PLAN 2014**

#### REDEVELOPMENT

Any newconstruction on a site that has pre-existing uses.

# **RIPARIAN AREA**

The interface between land and a river or stream. Of, on, or relating to the banks of a natural course of water.

# **SCALE**

Relative size, based on height, volume, width, and other measurements.

#### SMALL-TOWN QUALITY/CHARACTER

Defined by pedestrian scale, a strong sense of community, intact neighborhoods, historic structures and sites, diverse land uses, and an enjoyable pedestrian environment.

# **SUSTAINABLE**

Meeting the needs of the present while enhancing the ability of future generations to meet their own needs.

# TRANSFORMATIVE ACTION

Action that will result in marked change for the better.

# **VISION**

A description of the future of the city as imagined if the policies are implemented and the goals met.

# **WALKABILITY**

A measure of how friendly an area is to walking. Influencing factors include the presence and quality of footpaths, sidewalks, or other pedestrian rights-of-way, traffic and road conditions, land-use patterns, building accessibility, and safety.

# WAYFINDING

Encompasses all of the ways in which people orient themselves in physical space and navigate from place to place.

# **WORK PROGRAM**

A detailed accounting of how an individual or group proposes accomplishing a specific task, approaching a project, or pitching a new business concept. Sometimes referred to as a "statement of work," a work plangenerally includes an introduction or overview of a project or job, a breakdown of how individual project-related tasks will be accomplished, a timeline for completion, and cost projections for implementation. People use work plans for different purposes, each carrying a slightly different definition of content depending on the circumstances.

# ZONING

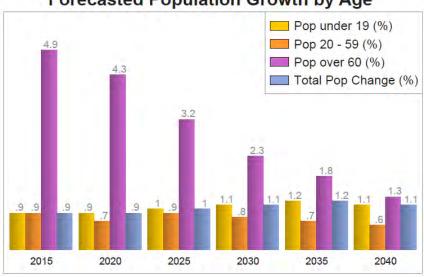
The regulation of land uses, the location of those uses, site configurations, and size of structures.



# **B. STATISTICAL DASHBOARD**

# **Demographics**

# Forecasted Population Growth by Age<sup>1</sup>



# **Demographic/Economic Snapshot**

	Littleton	Region
Population <sup>1</sup>	41,683	2,763,317
Employment <sup>1</sup>	20,820	1,433,095
Median Age <sup>1</sup>	41	38
Percent of Housing Built Prior to 1980 <sup>1</sup>	53%	48%
Average Annual Wage <sup>1</sup>	\$79,901	\$82,986
Median Household Income <sup>1</sup>	\$57,329	\$56,360
Poverty Rate <sup>1*</sup>	7%	19%
Percent of Population Over Age 25 with Bachelor's Degree or Higher <sup>1</sup>	43%	41%
Percent of Population with High School Diploma only <sup>1</sup>	18%	21%

<sup>1</sup>American Community Survey Five Year Estimates 2007-2011



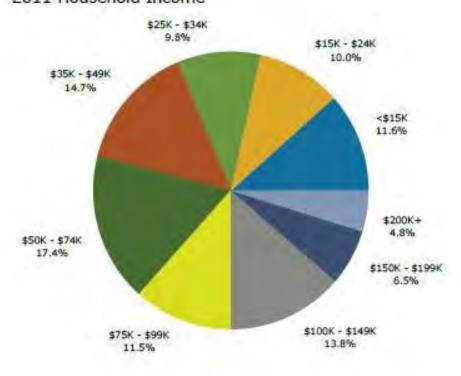
Population by Age Group, 2011

	Littleton	Arapahoe	Douglas	Metro Denver
Total Population	42,557	584,703	292,305	2,847,212
0 to 14	18.6%	21.0%	24.9%	20.5%
15 to 24	11.7%	12.8%	11.2%	13.1%
25 to 34	11.6%	14.7%	10.9%	15.3%
35 to 44	13.2%	14.3%	17.4%	14.6%
45 to 54	15.7%	14.6%	16.7%	14.4%
55 to 64	13.2%	12.1%	11.2%	11.8%
65+	16.0%	10.4%	7.7%	10.4%
Median Age	41.7	36.0	37.1	36.1

olorado State Demography Office, 2011 Population I

# Household Income

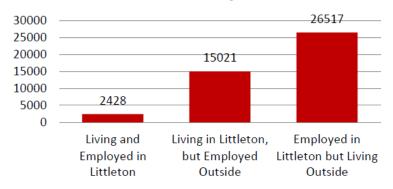
# 2011 Household Income

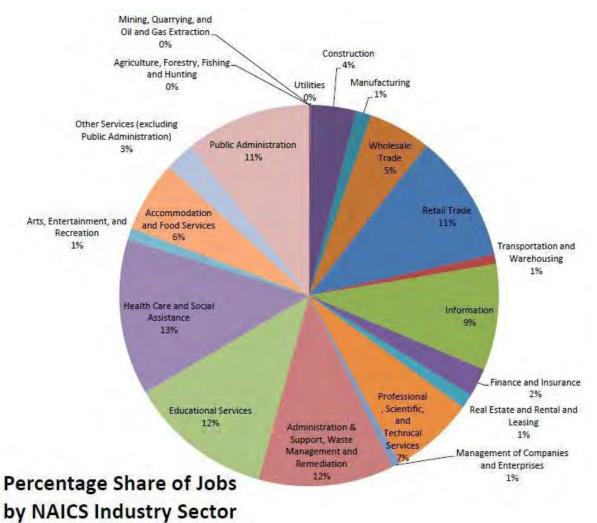




# **Employment**

# 2011 Littleton Labor Force Residency





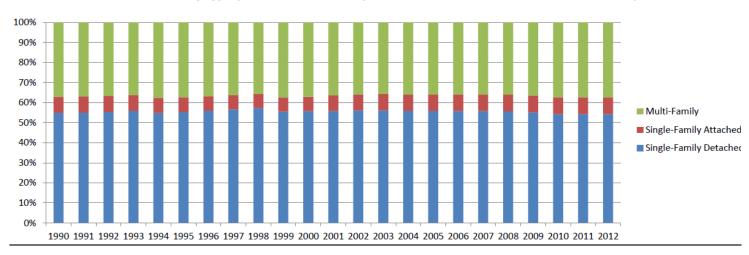
**APPENDIX - 8** 

Littleton, 2011

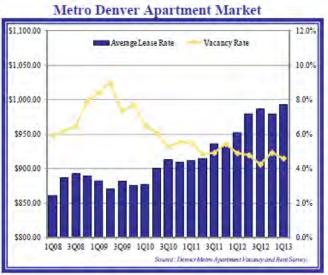
# **COMPREHENSIVE PLAN 2014**

# Housing

Littleton: Ratio of total units by type (source: 1990 Census/Home Builders Association of Metro Denver)



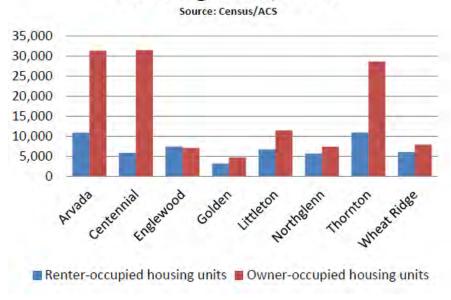




From: Littleton Housing Overview, Development Research Partners, July 2013



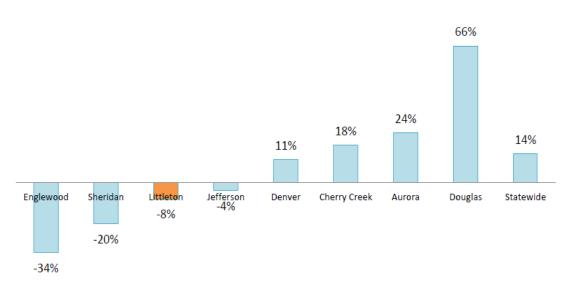
# Renter/Owner Occupied Housing Units, 2011



# **Education**

# Percent Change 2001-2011 in K-12 Enrollment in Select Districts & Statewide

Source: LPS 2012 Report





# C. ACKNOWLEDGEMENTS

# Littleton City Council

- Phil Cernanec, Mayor, District III
- Bruce Beckman, Mayor Pro Tem, At-Large
- Randy Stein, District I
- Jerry Valdes, District II
- Debbie Brinkman, District IV
- Peggy Cole, At-Large
- Bruce Stahlman, At-Large

# Littleton Planning Board

- Randy Duzan, Chair
- Karina Elrod, Chair Pro Tem
- David Bolt
- Andrew Graham
- Carrie Moore
- Mark Rudnicki
- Curt Samuelson
- LaDonna Baertlein, Alternate 1
- Ed Schroeder, Alternate 2

# Contributing Former City Council Member

James Taylor, District I

# Contributing Former Planning Board Members

- Craig Coronato
- Jennifer Ranville
- Scott Ranville

# Community Development Department

- Glen Van Nimwegen, AICP, Director
- Dennis Swain, Senior Planner
- Anne Cecilione, Administrative Coordinator
- Craig Fisher, Planning Intern

# **Communications Department**

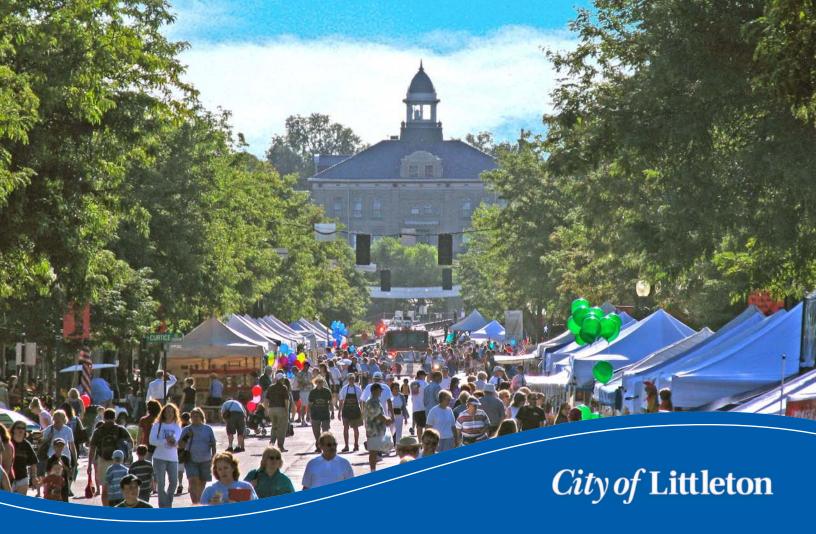
- Kelli Narde, Director
- Chris Harguth, Public Relations Specialist
- Cathy Weaver, Webmaster

# Consultants

Graphic design and mapping services

- Deana Swetlik & Libby Kaiser, Entelechy
- Tom Neer, Digital Data Services





# Downtown Neighborhood Plan

An Element of COMPLAN, the City's Comprehensive Plan



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Downtown is the center of the community and the setting for events throughout the year.



The Western Welcome Week parade includes local participants such as these impressive horses sponsored by a local restaurant.



The Old Downtown Neighborhood is within easy walking distance of Main Street and the light rail station.



Downtown's light rail station connects downtown to the metropolitan area.



The *Downtown Neighborhood Plan* establishes a forward-looking program that strives to understand and respond to changes that may impact the area in the next 20 years. These changes may include:

- demographic shifts that could affect the supply of, and demand for, property;
- variations in the market that could affect the types and health of businesses;
- an evolution in transportation that may impact streets and infrastructure; and
- modifications of land use patterns in response to the needs and desires of the community.

The *Downtown Neighborhood Plan* was developed, with community input, to:

- anticipate and address change;
- preserve and enhance what is valuable to the community;
- reduce uncertainty and improve the stability of the Downtown Neighborhood; and
- encourage the level and type of growth appropriate for supporting the physical, social, and economic well-being of the neighborhood.

The recommendations in this plan reflect both the planning commission's analysis of the comments it received during an extensive public outreach program and its discussion of how to respond. The outreach program included a citywide survey; a public open house; focus group meetings with downtown property owners, retailers, and residents; and interviews with representative stakeholders. To help both evaluate the comments and develop the best responses, the commission sought expert advice, reviewed professional reports, analyzed and discussed data, reviewed applicable case studies, and visited comparable sites.

The plan progresses from general concepts to specific recommendations. First, the Vision provides a concise verbal picture of what downtown can be in the future. Next, the Framework describes the geography of downtown – the character, arrangement, and inter-relationships of its form and land uses, both today and in the future. Third, the Downtown Planning Principles summarize the characteristics that underlie all elements of the plan and against which all proposed actions should be evaluated. Fourth, Goals, Policies, and Implementation Strategies provide detailed direction for achieving the Vision while reflecting the Framework and the Principles. The Appendices provide additional background material.

The planning commission distributed more than 27,000 questionnaires.

Consistent with the results of the public outreach program, the primary Principle, and a key element of the Vision, is to retain the small town character of Downtown Littleton while fostering healthy growth that is consistent with that character. The Goals, Policies, and Implementation Strategies expand upon this and the other Principles to reflect downtown's complex and sometimes competing desires and needs. Together, these elements recommend:

- Recognizing distinct sub-areas, each with its own character and mix of desired land uses. These subareas include the Main Street District, Old Downtown Neighborhood, and Residential Mixed-Use District, each of which is described in the Framework.
- Protecting and supporting the viable use of historic properties.
- Setting height criteria that vary according to the character of each sub-area and the proximity to Main Street, to the Old Downtown Neighborhood, and to the identified iconic structures.
- Developing a parking management program that includes an implementation element which, at a minimum, addresses zoning requirements and funding. The program must recognize the diverse needs of businesses, residents, and visitors and not compromise downtown's character.
- Retaining the existing character of the area referred to as the Old Downtown Neighborhood, which is generally the area currently zoned R-5.
- Balancing mobility on the streets for vehicles, pedestrians, bicycles, and public transit.
- Enhancing connections between downtown and the neighborhoods to the east and west, across the railroad and Santa Fe Drive.

- Encouraging sustainable development and practices that conserve resources.
- Encouraging public/private cooperation in programs that result in business attraction, retention, and expansion.

This document is a guideline; it is not a regulation. The recommendations in this plan do not automatically change the city's zoning, sign code, parking requirements, or any other regulation. Regulations must be adopted by city council and prior to adoption are subject to a separate public review and hearing process. Nonetheless, the recommendations in this plan will be used to initiate and evaluate possible changes to the city's land use regulations and processes and to help evaluate compliance with the intent of those regulations and processes.



Because Little's Creek is a channel that is deep and narrow, the creek and sidewalk are not readily visible from street level. The Columbine Mill, one of downtown's iconic structures, is adjacent to the creek.



#### A. PURPOSE

The *Downtown Neighborhood Plan* represents one step in the City of Littleton's update of *COMPLAN*, its comprehensive plan. This update focuses on the neighborhood that was called the "Central Area" in the 1981 plan and is now referred to as downtown. As the plans for this and other neighborhoods and corridors are updated, *COMPLAN* will evolve to reflect changing conditions and issues.

The planning commission is responsible for developing, adopting, and updating the comprehensive plan and forwarding the adopted plan and subsequent amendments to city council for approval. The comprehensive plan and the recommendations within it are guidelines for future actions. All land use regulations, including zoning, are designed to help implement the adopted plan and are reviewed through separate public review processes. The planning commission reviews proposed regulations, including zoning, holds a public hearing, and then forwards its recommendations to city council. City council holds a second public hearing and considers adoption of the proposed regulations.

To ensure that the plan reflects the desires of the community, the planning commission completed an extensive public outreach program. The outreach program included a citywide survey, a public open house, focus groups, and interviews. With the information it received and with additional professional input, the planning commission held in-depth discussions. Topics ranged

A comprehensive plan is the long-range master planning document for city planning. It is broad-based and contains policy level directives to guide the community's future. With a planning horizon of 20 years, the comprehensive plan provides the basis for more detailed and more immediate implementation plans, such as parks, parking, or bicycle master plans.

Copies of the public comments received from interviews, an open house, and focus groups are available from the Community Development Department.

from land use to transportation to economic development. These discussions focused on taking the varying public viewpoints and using them as a basis for establishing issues, goals, policies, and implementation strategies. Planning commission then crafted the *Downtown Neighborhood Plan* as an updated chapter of *COMPLAN*.

#### B. HOW TO USE THIS PLAN

The plan will guide decision-making as downtown grows and redevelops, so that the cumulative impacts of individual actions combine to achieve the community's Vision for downtown. City council, planning commission, citizens, and city staff will use this plan when creating and reviewing development proposals, land-use related ordinances, public works projects, parks, and other plan components. Property owners, developers, and citizens should refer to the *Downtown Neighborhood Plan* to help guide their initiatives.

Comprehensive plans are used primarily as reference documents. Therefore, this plan is organized to assist with its use as a reference document. Together, the Executive Summary, Vision, and Framework provide a concise text and graphic overview of the key recommendations in the plan.

#### C. BOUNDARIES AND MAPS

The downtown neighborhood is located in the northern end of the City of Littleton, which is in the southwestern area of metropolitan Denver. Downtown is bordered on the west by South Santa Fe Drive, on the east by the railroad, on the north by West Belleview Avenue, and on the south by the southern boundary of Arapahoe Community College. With two long curving sides on the east and west, two short sides on the north and south, and a wide middle, downtown has a shape that leads to it sometimes being referred to as "the football." *Refer to the Orientation Maps on the next page*.



Main Street is lined with one and two-story buildings, wide sidewalks, trees, pedestrian lights, retail stores, and restaurants. At the west end of Main Street, snow-capped mountains are visible over the historic Carnegie Library.

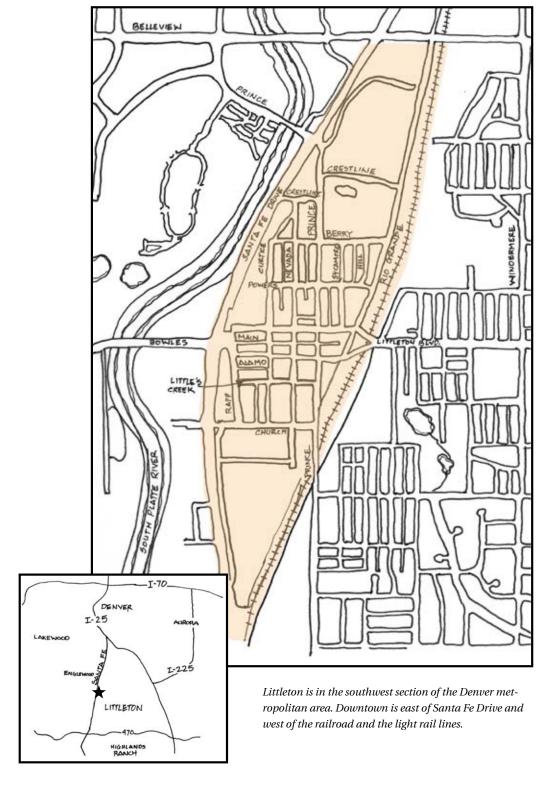
#### D. IMPLEMENTATION

The *Downtown Neighborhood Plan* is pragmatic and designed to be logically implemented over time. The city should evaluate, monitor, and adjust the *Downtown Neighborhood Plan* regularly and as needed when unanticipated situations arise. The staff will review the Comprehensive Plan as part of its development review and regular activities and advise the planning commission and city council when revisions should be considered. The planning commission will evaluate the plan as part of its annual work program. Elements of the Downtown Plan that are more applicable in a city-wide context will be extracted and included in the citywide comprehensive plan as that plan is updated. Every ten years, the plan should be revised in total to ensure that it is current.

Implementation is always influenced by business cycles, competing needs, unanticipated opportunities, and available resources.

The initial implementation schedule is included in the Appendix. As the schedule is updated over time, it will be available in the Community Development Department.

# **ORIENTATION MAPS**





Downtown will inevitably grow and change over time, but will retain its historic, small town character, which is central to Littleton's identity. Land uses will continue to be a mix of retail, residential, commercial, educational, and governmental. The Main Street District will be a local and regional attraction and the center for community celebrations.

Downtown will make the most of its assets, which include:

- · Main Street
- Little's Creek
- · historic structures
- mountain views
- pedestrian scale
- · a light rail station and railroad grade separation
- · access to major streets and highways
- Arapahoe Community College
- · adjoining neighborhoods, parks, and open spaces
- a climate with moderate temperatures and 300 days of sunshine each year
- · being an important regional center of commerce

Careful management of these assets will ensure that downtown will remain healthy, vibrant, welcoming, and economically strong over time. It is the intent of this plan to build on the breadth of Downtown Littleton's assets to guide its future development and, in doing so, provide a rich business and retail environment, a diversity of housing, and a center for government and education.



Arapahoe Community College is located at the southern end of the Downtown Neighborhood and has 18,000 students and 700 faculty and staff.



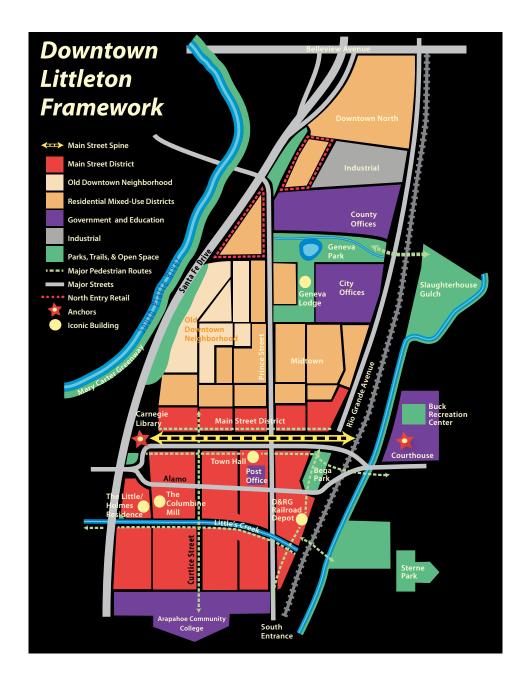
The Denver and Rio Grande Railroad Depot has returned to its use as a passenger station for those utilizing the Southwest Corridor light rail line.

# DOWNTOWN NEIGHBORHOOD PLAN

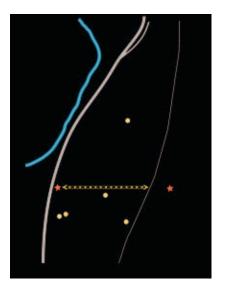
# An Element of COMPLAN, the City's Comprehensive Plan FRAMEWORK

¬ he Framework diagram describes the geography of Downtown Littleton-the character, arrangement, and interrelationships of its form and land uses. It builds through a series of nine diagrams, beginning with Downtown's Main Street, boundaries, and iconic structures. The Framework promotes a shared understanding of how downtown works so that citizens can more easily discuss how their community should evolve. Composed of a diagram and a description, the Framework demonstrates, from a land use point of view, how this neighborhood is structured and functions. It is both a snapshot of today and a vision for the future.

The Downtown Littleton Framework will be used as a tool for initiating and evaluating proposals for change and development. It will aid decision makers in understanding the context within which new buildings, improved parks, connections, entrances and new uses will be situated and how each element fits into an overall vision. The Framework provides a common language to discuss new ideas, to adjust proposed projects so that they are a better fit, and to coordinate new development so that each addition or change is an improvement to the whole.



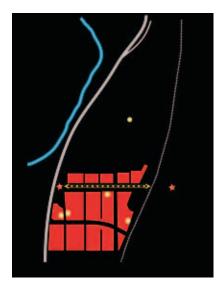
# 1. Boundaries, Main Street Spine, and Iconic Structures



Downtown is bounded by the railroad and South Santa Fe Drive. Main Street runs east/ west between two iconic structures, the Carnegie Library and the Courthouse. Other iconic structures include Geneva Lodge, Town Hall, the Denver & Rio Grande Railroad Depot, the Columbine Mill, and the Little/

Holmes residence, home of Littleton's founder, Richard Little. The iconic structures are familiar to Littleton's residents and representative of Downtown Littleton.

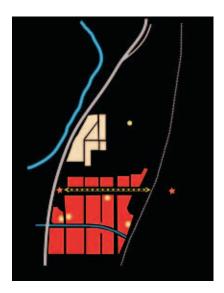
# 2. Main Street District



Main Street is vibrant. It is the most lively and pedestrian-friendly street in Littleton. Historic Main Street is the image that comes to mind when people think about Downtown Littleton. Along Main Street, the character of the district will not change substantially. The blocks to the south of Main Street contain

shops, restaurants, offices, housing, and supporting uses. Scattered older homes influence the character of the district. These blocks are not very cohesive and include a few industrial uses. South of Main Street, there will likely be selective redevelopment over time.

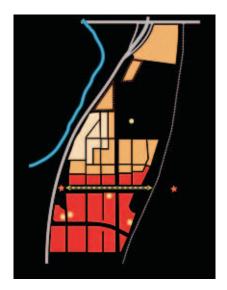
# 3. Old Downtown Neighborhood



North of the Main Street District and west of Prince Street is the Old Downtown Neighborhood. Most of the houses here were built either in the early 1900's or shortly after World War II. There are small cottages, late Victorian houses, and ranch-style houses along tree-lined streets. Most have shallow front and back yards.

It is rare to have a cohesive older neighborhood like this so close to a thriving Main Street. This neighborhood is stable and will retain its character.

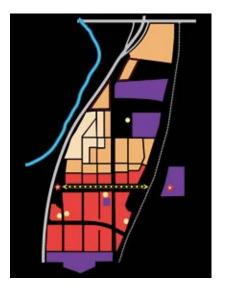
# 4. Residential Mixed-Use Districts



The Residential
Mixed-Use District
has evolved over time
and has a variety of
architectural styles.
There are residential,
office, and retail uses
with many businesses
operated out of former
houses. The feel of
this district is predominantly residential.
There are two distinct
sub-areas within the
district, Downtown

North and Midtown. Downtown North has apartments, restaurants, and a motel located at downtown's north entry at Santa Fe and Prince Street. Midtown continues to evolve as new growth and development occur.

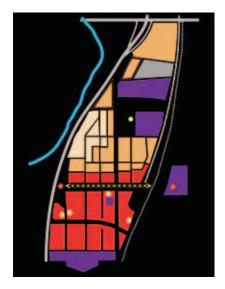
# 5. Government and Education



Government and education uses include city and county government offices, the U.S. Post Office, and Arapahoe Community College (ACC). These facilities infuse the neighborhood with more than 20,000 workers and students. The concentration of activity, services, and people enlivens down-

town, is convenient for businesses and patrons, and contributes a large potential market for downtown retail shops and restaurants.

# 6. Industrial



At the north end of downtown is an industrial area that has a successful light manufacturing business and several similar businesses. However, as downtown evolves, these industrial uses are likely to change. If industrial uses are not continued, this area will become part of the Residential Mixed-Use District

and contain multi-family housing and neighborhood serving commercial uses.

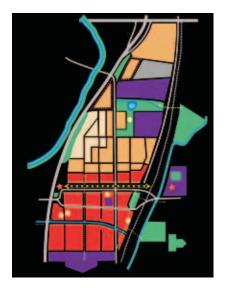
# 7. Parks, Trails, and Open Space



Downtown has two parks, Bega and Geneva, as well as Bowles Plaza, a landscaped area south of the Carnegie Library. These are important respites for residents and visitors alike. Little's Creek trail connects to the regional park and trail system. Sidewalks across the Main Street and Alamo bridges lead to the City Ditch

Trail, the Buck Community Recreation Center, Slaughterhouse Gulch, and Sterne Park, all of which are outside downtown but provide parks nearby. Since there are limited opportunities for additional park space, connections to existing parks at the edges of downtown are critical.

# 8. Circulation Network



The hub of the circulation network is the one-way pair of east/ west streets, Alamo and Main. Prince Street connects to South Santa Fe Drive and provides access to Belleview on the north and ACC to the south. From the light rail station, there are two primary pedestrian routes. One connects south to ACC, and

the other goes north to Main Street. The pedestrian connections across the railroad to the east need improvement including crossings at Geneva Park and Slaughterhouse Gulch. Curtice Street presents the best opportunity for an inviting north/south pedestrian connection between ACC and Main Street.



The following seven Principles summarize the characteristics that drive the Vision, Goals, Policies, and Implementation Strategies. Proposed actions should be evaluated for their ability to address and implement the fundamental concepts contained within these Principles.

- SMALL TOWN CHARACTER Downtown will retain its small town character, as defined by its pedestrian scale, absence of tall buildings, intact neighborhoods, historic structures, diverse land uses, and enjoyable pedestrian environment.
- QUALITY DESIGN All new development, architecture, and urban design will consist of enduring materials and a design that fits with downtown and that is timeless, appropriately scaled, and reflective of downtown's character and livability.
- ECONOMIC DEVELOPMENT The city, working with the business community, will maintain a business environment that retains and attracts business, is diverse, and adds to economic stability in Littleton. Since the health of the business community and the vitality of the residential community are interdependent, both will be fostered to the benefit of each.
- PUBLIC REALM The public spaces parks, sidewalks, and streets will be maintained and improved. Downtown will be pedestrian-friendly and encourage walking. Similarly, sidewalks in commercial areas should provide places for people to enjoy downtown. Sidewalk cafes and clusters of benches

- will be used to ensure that the outdoor public spaces remain welcoming, interesting, and attractive.
- SUSTAINABILITY In order to preserve resources for future generations while meeting present needs, downtown will incorporate sustainability practices.
- CONNECTIVITY and ACCESS Downtown will be well-connected to the surrounding neighborhoods and the region. Internally, the downtown street grid will consist of complete streets that equitably serve drivers, pedestrians, bicyclists, and transit riders. Routes to destinations will be both intuitive and well signed. Surface parking lots and parking structures will be integrated into the building pattern and easily accessible to visitors.
- PROCESS All review processes will be simplified, coordinated, predictable, and adaptable to varying conditions.



Business/Industry Affairs Director Chris Gibbons visits a local business in Downtown Littleton. The city's Economic Gardening program supports a strong economic environment.



# **OVERVIEW**

The Goals, Policies, and Implementation Strategies work together to achieve the Vision for downtown. When combined with the Vision and Framework, they are the fundamentals of this plan. They define the city's overall direction for downtown and reflect the elements contained in the Principles and Framework.

The plan, including the Goals, Policies, and Implementation Strategies, is organized into six broad planning topics, each of which has an important role in achieving the Vision for Downtown Littleton:

- A. Land Use and Urban Design
- B. Circulation Network
- C. Economic Development
- D. Historic Preservation
- E. Parks, Trails, and Public Spaces
- F. Sustainability

Goals are based on the Vision. They are broad in scope and define the desired outcome of the Policies and Implementation Strategies. Goals set the direction for actions, resource allocation, and planning decisions. They are written as "will" statements. There is one Goal provided for each planning topic.

Policies provide more detailed direction for the plan and present tasks that will achieve the Vision and Goals. Policies are written as "should" statements and are noted below the Goals with designated numbers. For example, LU-1 is the first Policy under the Goal for Land Use and Urban Design (LU).

Implementation Strategies are actions the city will take to complete the Vision, Goals, and Policies. They are written as imperative statements. Implementation Strategies are noted below the Policies with designated letters and are italicized. For example, LU-1 is a Policy and LU-1a is an Implementation Strategy.

# A. LU - LAND USE AND URBAN DESIGN

# **GOAL**

Downtown will continue to have a mixture of land uses that promote:

- a vibrant Main Street District
- a strong sense of community
- · the desirability of downtown as a place to live
- · a diversity of residents
- a healthy and stable business environment

# POLICIES AND IMPLEMENTATION STRATEGIES

LU–1 Processes and development-related regulations should be designed to reinforce the existing character and to facilitate and achieve the desired scale and land uses downtown.

All development tools and processes should be consistent and coordinated.

LU-1a. Review the existing zoning language and map to ensure their compatibility with the Vision, Goals, Policies, and Implementation Strategies of this plan.

LU-1b. Review the CA Zone District, Transit Impact Zone (TIZ), the PDO process, and the Downtown Design Standards and Guidelines. Consolidate and amend these and the other downtown-related regulations and processes to result in a coordinated zoning and development regulation package.

LU-1c. Take the necessary steps to apply for DRCOG designation of Downtown Littleton as an "urban center."

LU-2 The land uses in the Main Street District should be predominantly commercial and residential.

LU-2a. Proactively engage RTD to ensure the future use of its property positively impacts downtown.

LU-2b. Along Main Street, encourage retail and restaurant uses on the ground floor and offices and residences above.



Cultural amenities, such as the Town Hall Arts Center, should be promoted in order to strengthen downtown as a cultural center.

LU-3 The existing character of the Old Downtown Neighborhood should be preserved.

LU-3a Direct any rezoning effort (see LU-1b) to retain small-scale residential as the primary use in the Old Downtown Neighborhood, with medical and dental offices as secondary land uses. No other land uses will be allowed.

LU-3b. Revise the zoning and Downtown Design Standards and Guidelines (see LU-1b) to ensure that development in the Old Downtown Neighborhood will conform to the existing scale, mass, and feel of the neighborhood.

LU-3c. Delete as a conditional use in the R-5 Zone District (see LU-1b) off-site commercial employee and/or customer parking on residentially zoned lots that are located adjacent to the CA Zone District.

The Residential Mixed-Use District should have both residential and commercial uses while maintaining a diverse residential character.

LU-4

LU-4a. Enhance amenities in the Residential Mixed-Use District. Amenity enhancements could be made to the district's sidewalks, crosswalks, street trees, landscaping, lighting, parks, connections to parks, and connections to nearby neighborhoods.

LU-7

LU-5 If commercial activity in the industrial area declines and rezoning is considered, the redevelopment should provide predominately multi-family residential uses, with office and neighborhood-serving businesses as supporting uses.

LU-5a. Add the industrial property, if it is rezoned, to the Residential Mixed-Use District.

LU-5b. Add the industrial area as a subarea in the Downtown Design Standards and Guidelines (see LU-1b).

LU-6 Downtown should support a diverse mix of housing options for residents of all ages, incomes, abilities, and family structures.

LU-6a. Review the relevant city rules and regulations for their possible effect on achieving a mix of housing options. Revise the rules and regulations to eliminate barriers to achieving this and to include provisions that would encourage it (see LU-1b).

LU-6b. Encourage a mix and balance of housing by improving amenities such as parks, views, trees, sidewalks, and street furnishings.

The land uses and building forms along Main, Prince, Alamo, and Curtice streets should reinforce these multi-modal streets as the principal circulation routes for vehicles, pedestrians, and bicycles.

LU-7a. Develop site and streetscape design templates for Main, Alamo, Prince and Curtice streets. Incorporate these templates into the Downtown Design Standards and Guidelines (see LU-1b).

LU-7b. Improve the pedestrian environment along Curtice Street with continuous wide sidewalks, street trees, and other pedestrian amenities to reinforce Curtice as downtown's primary north/south pedestrian connection between ACC and Main Street.

LU-7c. As the city evolves, the street hierarchy will be reevaluated, realizing that Rapp, Nevada, and Sycamore are currently secondary routes.

LU-8 Major entries and routes into downtown should be highlighted.

LU-8a. Improve major entries and entry sequences. Improvements could include gateway features, buildings that frame the entry, sculpture, landscaping, and signage.

LU-8b. Initiate a way-finding program that could include interactive signage and media, maps, brochures, advertising on the light rail, sidewalk plaques, and other sidewalk enhancements.

LU-9 The height of future buildings in downtown should respect its historic scale and character.

LU-9a. Retain the current maximum height restrictions in downtown's underlying zone districts. When the underlying zone district does not have a maximum height or when the development review process permits the consideration of additional height, employ the following criteria:

i. The desired character of the district in which the proposed structure is located.

ii. Acknowledgement that the Columbine Mill and Courthouse will be the dominant structures downtown.

iii. Compatibility with pedestrian scale of Main Street. Generally, maximum height should increase with additional distance from Main Street.

iv. Preservation of the view of mountains as seen from Main Street east of Curtice Street.

LU-10 Development adjacent to the identified iconic structures should respect and not detract from their prominence. (See the Framework for the location of Iconic Structures).

LU-10a. Require that the height, scale, building placement, and other design elements of new construction, expansion, or other property changes respect and do not overwhelm iconic structures. Employ techniques such as building setbacks and step-backs for upper stories, and further detail that direction in the Downtown Design

Standards and Guidelines.

LU-11

LU-12

Downtown street and pedestrian lighting should create a coordinated theme, be appropriate for adjacent land uses, help maintain the historic character, and be energy efficient.

LU-11a. Create a downtown street and pedestrian lighting plan that addresses safety and identifies energy-saving provisions and a hierarchy of the types, spacing, levels, direction, and quality of light.

Development in areas that are outside of downtown but immediately adjacent to downtown gateways should be planned with consideration of their proximity to downtown and their potential role and impact on downtown. The four gateways are located at Main Street/Littleton Boulevard, Main Street/Alamo Street/Santa Fe Drive, Prince Street/Santa Fe Drive, and the Downtown Littleton light rail station.

LU-12a. Plan new developments immediately adjacent to downtown gateways so that they improve connections to downtown, function as part of a gateway to downtown, follow the same design standards, and are consistent with the Downtown Neighborhood Plan.

# **B. CN-CIRCULATION NETWORK**

#### GOAL.

All parts of downtown will be simple to navigate and easily accessible for pedestrians, bicyclists, drivers, and those who use public transportation. As an important element of the public realm, the circulation network will provide for the mobility of people of all ages and abilities and will be compatible with downtown's small town character.

# POLICIES AND IMPLEMENTATION STRATEGIES

CN-1 Streets should be designed to provide for the multi-modal needs of vehicles, pedestrians, bicycles, and public transit.

CN-1a. Adopt a Complete Streets policy that is tailored to Downtown Littleton, is context-sensitive; and includes improvements to sidewalks, landscaped areas, bicycle accommodations, on-street parking, public transportation, and vehicle lanes that fit within the existing rights-of-way.

CN-2 Bicycles and pedestrians should be safely accommodated in downtown rights-of-way.

*CN-2a. Implement the* Pedestrian and Bicycle Master Plan.

CN-3 Sidewalks should be compliant with ADA (the Americans with Disabilities Act) standards.

CN-3a. Design and construct improvements to the sidewalk network to conform to ADA standards.

CN-4 Pedestrian and bicycle connections should be safe, efficient, and inviting.

CN-4a. Wherever possible, provide sidewalks that are at least five feet wide or are detached from the roadway.

CN-4b. Locate and design sidewalks so that they provide continuous and efficient connections.

CN-4c. Improve pedestrian and bicycle connections over the railroad tracks to the east and across Santa Fe Drive to the west.

CN-4d. Upgrade sidewalks along Prince Street and, where they are necessary for completing pedestrian connections, along Santa Fe Drive.

CN-4e. Improve connections from the light rail station to Main Street and ACC.

CN-4f. Where possible, use landscaping or other mechanisms, such as on-street parking, to separate sidewalks from moving cars.

CN-4g. Continue to provide safe and accessible street crossings at all appropriate intersections.

While not allowing parking to diminish its overall design quality, downtown should have parking for residents, employees, shoppers, and visitors.

CN-5a. Develop a parking program for downtown that:

- 1. Evaluates parking options that respond to the needs of residents, property owners, merchants, and visitors.
- 2. Determines the best options and includes an implementation program for achieving those options.

CN-5

- 3. Evaluates both current downtown parking requirements and future parking needs with the intent of revising the regulations so as to mitigate potential negative effects on business development and at the same time avoid creating a parking shortage.
- Provides an equitable regulatory and/or financing structure, which could include:
  - A hierarchy of parking requirements that help implement the Vision, Goals, and Policies of this plan
  - ii. An incentive program, such as reductions for historic designation, transitrelated advantages, or fees-in-lieu of required on-site parking.
- 5. Includes a plan that incorporates parking into the built environment in such a way that it does not disrupt the quality of downtown.

# C. ED - ECONOMIC DEVELOPMENT

## **GOAL**

Downtown will be an important economic generator through:

- Public/private cooperation
- Business retention and expansion
- Continuation of being a local and regional tourist attraction
- Being a center of government services and higher education

Since the health of downtown depends on both residents and businesses, downtown must balance the needs of both sectors.

# POLICIES AND IMPLEMENTATION STRATEGIES

ED-1 Downtown should be Littleton's civic and cultural center, a regional destination as well as an economic generator.

ED-1a. Retain existing civic facilities such as government offices and the United States Post Office.

ED-1b. Ensure that downtown is considered for any new appropriate government, civic, higher education, or cultural facility.

ED-1c. Facilitate and support the use of Main Street and its cross-streets as the setting for community events, subject to standard permitting processes.

ED-1d. Cultural amenities, such as the Town Hall Arts Center, should be promoted in order to strengthen downtown as a cultural center.

ED-2 The city's Economic Gardening program should continue to support new and existing businesses.

ED-2a. Continue to offer professional-level support services to new and existing businesses.

ED-2b. Continue to use available technologies to promote businesses.

ED-3 Downtown should provide a business environment that attracts and retains businesses.

ED-3a. Continue to collaborate with merchants and property owners to enhance economic activity.

ED-3b. Review the city's regulations and procedures for their impact on providing an attractive business environment. Make necessary revisions (see LU-1b).

# D. HP - HISTORIC PRESERVATION

#### **GOAL**

Downtown's authentic, historic, small-town character will be protected.

# POLICIES AND IMPLEMENTATION STRATEGIES

HP-1 Historic properties that define downtown's unique sense of place should be identified and protected.

HP-1a. Support the historical preservation board's effort to identify, designate, and otherwise protect historically significant structures and districts.

HP-2 New construction, redevelopment, and rehabilitation of historic structures should complement downtown's historic character.

HP-2a. Apply the adopted design standards and guidelines to all new construction, redevelopment, and rehabilitation of historic structures.

HP-3 The planning commission and the historical preservation board should work together to create a unified, coordinated, and effective set of review processes and design standards and guidelines.

HP-3a. Maintain board liaisons between the planning commission and the historical preservation board and schedule periodic joint meetings of the two boards.

HP-3b. Periodically revisit the review process and the adopted design standards and guidelines, and revise them as necessary, to ensure that they adequately protect the historic integrity of downtown.

The planning and review processes for new development and historic preservation should be coordinated, consistent, and streamlined.

HP-4a. Clarify, simplify, and coordinate the development review and Certificate of Appropriateness (COA) processes (see LU-1b).

HP-5 Downtown's historic resources should be showcased.

HP-5a. Identify programs to highlight the historic character of Downtown Littleton. This could include continuing existing programs such as distributing informative brochures, publicizing the preservation awards, and collaborating with other small historic retail districts. This might also include new programs such as lighting historic landmarks, creating a descriptive historic plaque program, using interactive media, placing advertisements on light rail cars, or expanding existing walking tours.

HP-4

# E. P - PARKS, TRAILS AND PUBLIC SPACES

# **GOAL**

Collectively, the parks will provide opportunities for both passive and active recreation. Public places will provide gathering spaces and an identity for downtown. Trails and connections will link downtown to the surrounding parks, open spaces, and the regional trail system. The city will maintain its commitment to improve and enhance parks, trails, and public spaces.

#### POLICIES AND IMPLEMENTATION STRATEGIES

P-1 Parks should be enhanced to encourage their use.

P-1a. Identify opportunities for improvements to Bega Park as primarily a passive-use park.

P-1b. Identify opportunities for improvements to Geneva Park as a family-friendly park with a mix of active and passive uses.

P-1c. Explore the installation of artwork or other attractions that could serve as destinations in the parks in order to draw people downtown.

P-2 Development along park edges should encourage public interaction.

P-2a. Encourage new development or redevelopment along park edges to stimulate public interaction through the use of building entries, windows, public outdoor eating areas, or other design elements that open to the park.

P-3 Opportunities to expand the public realm and to add new parks should be explored.

P-3a. Identify available research that defines criteria for parks and open space and apply it to downtown.

P-3b. Establish management criteria for adding or deleting parks or open space downtown.

P-3c. Use available data to respond to current demographic trends and new ideas when updating parks and open space facilities.

Downtown's park resources should be expanded by connecting to nearby parks and trails.

P-4a. Promote and improve connections to the Little's Creek Trail.

P-4b. Look for opportunities to add park space along Little's Creek Trail.

P-4c. Look for opportunities to enhance connections to South Platte and Sterne parks, and to establish connections to Slaughterhouse Gulch.

# F. S - SUSTAINABILITY

# **GOAL**

P-4

The city will model and communicate sustainable practices, and will support the public and private sectors' efforts to improve the built environment.

# **POLICY**

Support projects that address the focus areas of sustainability.



# APPENDIX A

# **DOWNTOWN 2011**

#### A. LAND USE AND URBAN DESIGN

When downtown was initially settled in the 1870s, there were stores, banks, offices, houses, mills, stables, a school, churches, and many other land uses in close proximity. Today, downtown is still a mixed-use neighborhood. The historic mix of uses, design, and scale remains largely intact and allows downtown to retain and build upon its small town character.

Five of the city's 19 zoning districts have either been specifically designed for areas in downtown or designed to apply citywide, but also applied to areas in downtown. These zoning districts allow various combinations of commercial, retail, housing, office, and limited light manufacturing uses. They have been in place for decades and have not been significantly modified to keep pace with the evolving market and to coordinate with newer regulations and guidelines. As a result, there are issues and inconsistencies that arise during the development review process related to determining the appropriate uses, building height, and parking requirements.

In anticipation of development activity that might occur as a result of the opening of the Southwest Light Rail Line, the city designated a Transit Impact Zone, or



Historic Main Street, showing the courthouse, an iconic structure that provides a focal point for the street.

The City of Littleton uses zoning and land use regulations to shape the downtown and ensure that the location and characteristics of allowed land uses results in harmonious, compatible development that is mutually supportive, orderly, aesthetically pleasing, and logical.

TIZ, for areas within one-half mile around the Downtown Littleton station. Within this zone, development, redevelopment, and additions are subject to a review process that allows more flexibility, but also requires more explicit review and requirements.

#### 1. GOVERNMENT AND INSTITUTIONS

The City of Littleton's offices and a portion of Arapahoe County's offices are in the northeast area of downtown. The United States Post Office is on Alamo at Prince Street. The city and county collectively have approximately 700 employees downtown and the post office has another 70 employees. Arapahoe Community College (ACC) is on the south end of downtown. There are approximately 18,000 students and 700 full and part-time employees. Together, these government and institutional uses provide a significant employment base and retail market for downtown.

## 2. HOUSING

There are approximately 900 housing units throughout downtown. There are a variety of housing types, including rental and owner-occupied, single-family, multi-family apartments and condominiums, and assisted living units.

Adjacent, to the east and south of downtown, there are strong, healthy, primarily single-family, residential neighborhoods. Despite their adjacency, residents in these neighborhoods often drive to downtown rather than walk because of the relative distance and the barrier presented by the railroad grade separation, which has few crossings. Neighborhoods to the west are even more dramatically separated from downtown by Santa Fe Drive, the South Platte River, and the golf course.



The Arapahoe County administration building is one of the government land uses downtown.



The height of the buildings, width of the street and sidewalk, and large windows at the ground level contribute to Main Street's comfortable pedestrian scale.



The Nevada Place Apartments, located one block north of Main Street, have provided an opportunity for more people to live downtown.

KEY			
R-5	Residential Multiple-Family District	I-2	Heavy Industrial District
B-2	Community Business District	PDR	Planned Development - Residential District
B-2 PDO	District with a Planned Development Overlay	os	Park/Open Space District
B-3	General Business District	TIZ	Transit Impact Zone
CA	Central Area Multiple Use District		



# 3. OFFICE AND COMMERCIAL SERVICES

Small-scale offices can be found throughout downtown in mixed-use buildings, free-standing buildings, or in converted houses. In the Old Downtown Neighborhood, the zoning allows only medical and dental offices.

#### 4. RETAIL

The retail shops and restaurants along and near Main Street combine to create one of the most attractive shopping streets in the region. Downtown Littleton offers specialty retail that is one-of-a-kind. It attracts from a regional market area and has a dedicated customer base. Historic Downtown Littleton Merchants Association (HDLM), the local merchants association, sponsors events and coordinates with the city and other downtown-related organizations.

Prince Street, where it intersects with Santa Fe Drive at the north entrance to downtown, has a motel and a variety of restaurants. There is a vacant parcel on the northeast side of the intersection that has the potential for additional restaurant or other retail uses. Together, these constitute the North Entry Retail.

# 5. SCALE

Downtown Littleton is made up of mostly one to threestory buildings. The scale, character, and design of these buildings are essential ingredients of downtown's small town feel and vibrant pedestrian environment.

#### B. CIRCULATION NETWORK

The downtown street grid is the foundation of the circulation network, which includes pedestrians, vehicles, public transit, bicycles, and parking. The interaction on the streets–people crossing streets, cars turning, parallel parking, merging lanes, and bicycles riding on the streets–demands a heightened awareness of safety and lower travel speeds.



Offices operating out of converted houses maintain the residential feel of the neighborhoods north of Main Street.



Specialty retail relies on a regional market as its customer base.



The downtown street grid is the foundation of the circulation network which includes pedestrians, vehicles, public transit, bicycles, and parking.

# 1. BICYCLES

Bicycles are currently treated as vehicles and share the road in downtown. There are no off-road trails except at Little's Creek, which is shared with pedestrians. There are some bicycle parking racks, including those at ACC, the light rail station, and along Main Street. Bicycles are accommodated on light rail vehicles and buses, making the combination of biking and transit an inviting option.

#### 2. PARKING

There are 1,173 free, public-parking spaces within three blocks of Main Street. Of those, 330 are restricted to two-hour parking, 343 are unrestricted, and 500 are restricted during business hours but available for free evenings and weekends. There are no parking structures in downtown. The land uses that create the greatest individual parking demands – ACC, RTD, the county, and the city - provide large surface parking lots to address most of their parking needs. *Refer to parking map on page 28*.

#### 3. PEDESTRIANS

Sidewalks throughout downtown and connecting to the adjacent neighborhoods serve as pedestrian connection routes. While many of the sidewalks are in good shape, there are gaps in the system and, other than those along Main Street, many of the sidewalks are narrow. The gaps in the network and the narrow sidewalks will be identified and addressed in the *Pedestrian and Bicycle Master Plan*. Perhaps the more difficult issue to resolve is the need for improved pedestrian connections between downtown and the surrounding areas, ACC and Main Street, and the light rail station and Main Street.

#### 4. TRANSIT

One of the great assets of downtown is its access to light rail, which connects to the Denver metro area. There is also a network of buses including: RTD's bus system, Omnibus, a scheduled and dispatched demand-response transporta-



Bicycles are accommodated on light rail vehicles and buses, making the combination of biking and transit an inviting option.



The Downtown Littleton light rail station connects downtown to the region.



The City of Littleton presented its Draft Bicycle and Pedestrian Master Plan at an open house Monday, June 27, 2011. The plan is focused on developing short term, implementable changes to the on-street system that can help improve walking and biking in Littleton.

tion service for older and disabled residents; and the Shopping Cart, a fixed-route service for older residents.

#### 5.VEHICLES

The principal vehicular streets in downtown are Main Street and Alamo Avenue, a one-way pair. Prince Street runs north/south through downtown and connects across Santa Fe Drive to Belleview Avenue to the northwest and to Ridge Road and Mineral Avenue to the south. Other streets in the downtown network generally serve as internal circulation routes. This network operates well; however, directional signage needs improvement.

#### C. ECONOMIC DEVELOPMENT

The City of Littleton has the resources and conditions necessary for achieving and maintaining an economically vigorous downtown. A key factor in the economic health of the city and of downtown is the strong and supportive economic climate that the city has created for both new and existing businesses. The City of Littleton's Business/ Industry Affairs (BIA) Department's acclaimed Economic Gardening program has proven extremely successful in terms of increasing the city's employment base, economic diversity, and business growth. Since the inception of the program, the number of employees in the city has almost doubled from 15.000 in 1990 to 30.000 in 2009. Sales tax revenue has tripled from approximately \$6.8 million in 1990 to \$20 million in 2009. BIA provides customized research and training for businesses at no charge. This citywide economic growth has supported and resulted in an economically healthy downtown.

Given the nature and scale of its businesses, downtown is not the largest generator of revenue for the city. Nonetheless, downtown is important to the economic health of the city. In addition to providing employment, services, and tax revenue, downtown helps attract a diversity of top-quality employers, highly-educated and well-trained employees, and residents who see Littleton as a desirable, long-term home.



Omnibus is a scheduled and dispatched demand response transportation service, operating five days per week and one Saturday per month. The service is for the disabled or residents over 55.



The Lilley Building on Main Street, which was renovated in 2006, provides an example of a successful re-use of a historic building.



More than one million holiday lights provide one of the most visible examples of the city's ongoing support of downtown.

# DOWNTOWN PARKING MAP



Total free public parking spaces within three blocks of Main Street 1,1	73
Two-hour parking spaces 3	30
Unrestricted parking spaces 3	43
Evening and weekend parking spaces 5	00

City of Littleton

# D. HISTORIC PRESERVATION

Downtown Littleton is an authentic place, with iconic buildings and historic properties setting the tone. Littleton has a long-established commitment to honoring its history and has been proactive in the preservation and reuse of its historic landmarks and properties. The city has an historic preservation program that identifies individual landmarks and a designated Main Street Historic District. *Refer to the Main Street Historic District map on the next page*.

# E. PARKS, TRAILS AND PUBLIC SPACE

Adjacent to the east and west boundaries of downtown are a wealth of parks, trails, open space, and recreation facilities. On the other hand, there are relatively limited parks and public space within the boundaries of downtown.

There are two parks in downtown, Bega and Geneva, as well as Bowles Plaza, a landscaped area south of the Carnegie Library. Geneva Park, adjacent to the city offices, is the larger of the two downtown parks, but lacks visibility and has limited access. Bega Park, on the east end of the neighborhood between Main Street and Alamo, is dedicated to Littleton's Sister City, Bega, Australia. It is the most heavily used connection between the light rail station and Main Street, but also provides a quiet respite.

Little's Creek, south of Main Street, runs east/west in a narrow channel below the adjacent streets and buildings. The sidewalk along the creek goes under Santa Fe Drive and serves as a direct off-street connection between downtown and the west side of Santa Fe Drive, including access to the Mary Carter Greenway.

Because the channel is deep and narrow, the creek and the sidewalk and pedestrian lights along it are not readily visible from above. The concrete walls and limited space make landscaping difficult. The city regularly allows the use of streets and public sidewalks in the Main Street District for community events, such as Western Welcome Week. These events draw thousands of people to downtown and their success is an important part of creating Littleton's sense of community and showcasing Main Street.

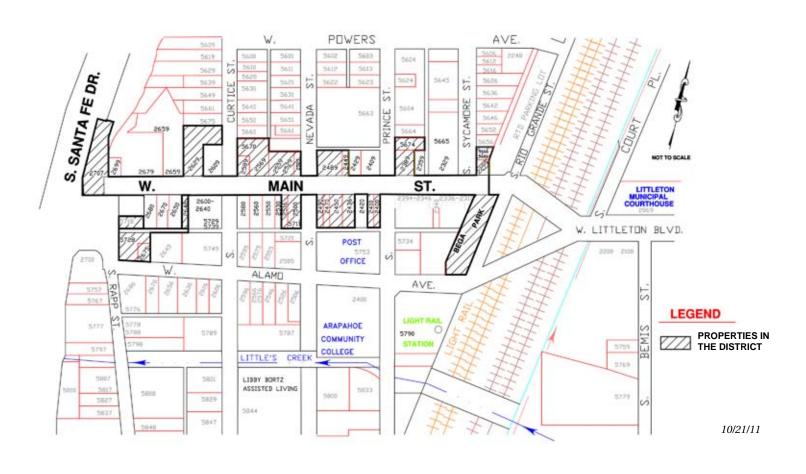


Bega Park provides a pleasant respite at the east end of Main Street.



The lake in Geneva Park provides an attractive setting for one of downtown's iconic structures, Geneva Lodge.

# MAIN STREET HISTORIC DISTRICT MAP



# APPENDIX B

# **IMPLEMENTATION STRATEGY**

NOTE: Below are possible actions to be considered for implementation each year as adopted in the community development department's work plan.

# KEY

# The designation for a specific implementation strategy

LU Land Use and Urban Design

CN Circulation Network

ED Economic Development

HP Historic Preservation
P Parks, Trails, and Public Spaces

#	IMPLEMENTATION STRATEGY	PRIORITY
LU-1a	Review zoning	High
LU-1b	Coordinate zoning and development regulations and processes	High
LU-1c	Pursue Urban Center designation	High
LU-2a	Work with RTD on future use and parking at sites	Ongoing and Long Range
LU-2b	On Main St, retail and restaurant on ground floor	Ongoing and Long Range
LU-3a	Direct zoning to retain small-scale res as the primary use in the Old Downtown Neighborhood	High
LU-3b	Revise zoning, standards, and guidelines to conform with existing scale, mass and feel of the Old Downtown Neighborhood	High
LU-3c	Delete off-site commercial parking in R-5 zone	High
LU-4a	Enhance amenities in Residential Mixed-Use District	Ongoing and Long Range
LU-5a	If it is rezoned, change Industrial area to Residential MU Dist	Ongoing and Long Range
LU-5b	Address Industrial in Downtown Standards / Guidelines	High
LU-6a	Revise rules and regulations to achieve housing options	Ongoing and Long Range
LU-6b	Improve amenities to encourage mix of housing	Ongoing and Long Range
LU-7a	Design templates for Main, Alamo, and Prince	High
LU-7b	Improve pedestrian environment along Curtice	Ongoing and Long Range
LU-8a	Improve major entries	Ongoing and Long Range
LU-8b	Initiate a way-finding program	High
LU-9a	Considerations for height decisions	High
LU-10a	Employ techniques to not overwhelm iconic structures	High
LU-11a	Create a Downtown lighting plan	Medium
LU-12a	Coordinate development adjacent to gateways	Ongoing and Long Range
CN-1a	Tailor Complete Streets Program to downtown	Ongoing and Long Range
CN-2a	Implement the Pedestrian and Bicycle Plan	Ongoing and Long Range
CN-3a	Improve sidewalks to conform to ADA	Ongoing and Long Range
CN-4a	Design sidewalks to be at least 5' wide or are detached	Ongoing and Long Range
CN-4b	Locate and design sidewalks as connections	Ongoing and Long Range
CN-4c	Improve pedestrian and bicycle connections to the east and west	Ongoing and Long Range
CN-4d	Upgrade sidewalks along Prince and Santa Fe	Ongoing and Long Range
CN-4e	Improve connections from station to Main and ACC	Ongoing and Long Range
CN-4f	Separate pedestrians from moving cars	Ongoing and Long Range
CN-4g	Provide safe & comfortable street crossings	Ongoing and Long Range
CN-5a	Develop a parking program for downtown	High
ED-1a	Retain existing civic facilities	Ongoing and Long Range
ED-1b	Ensure downtown is considered for facilities	Ongoing and Long Range
ED-1c	Use Main St and cross-streets for events	Ongoing and Long Range
ED-1d	Promote cultural amenities	Ongoing and Long Range
ED-2a	Offer support services to businesses	Ongoing and Long Range

ED-2b	Use available techniques to promote businesses	Ongoing and Long Range
ED-3a	Collaborate to enhance economic activity	Ongoing and Long Range
ED-3b	Revise rules and processes to provide an attractive business environment	High
HP-1a	Support efforts to identify and designate significant structures	Ongoing and Long Range
HP-2a	Apply design standards to historic structures	Ongoing and Long Range
HP-3a	Maintain board liaisons and schedule joint meetings Ongoing and Long Ran	
HP-3b	Review standards to ensure they protect integrity  High	
HP-4a	Clarify, simplilfy, and coordinate development review / COA	High
HP-5a	Identify programs to highlight historic character	Ongoing and Long Range
P-1a	Improve Bega as a passive- use park	Ongoing and Long Range
P-1b	Improve Geneva as a family-friendly park with a mix of active and passive uses	Ongoing and Long Range
P-1c	Explore the installation of attractions that serve as destination to draw people downtown	Ongoing and Long Range
P-2a	Encourage development along park edges to stimulate public interaction	Ongoing and Long Range
P-3a	Identify and apply criteria for parks and open space	Ongoing and Long Range
P-3b	Establish criteria for adding or deleting park or open space downtown	Ongoing and Long Range
P-3c	Use available data when updating facilities	Ongoing and Long Range
P-4a	Improve connections to Little's Creek Trail	Ongoing and Long Range
P-4b	Add park space along Little's Creek Trail	Ongoing and Long Range
P-4c	Enhance connections to South Platte and Sterne Parks and establish connections to Slaughterhouse Gulch	Ongoing and Long Range

# APPENDIX C-TIMELINE OF DEVELOPING THE DOWNTOWN NEIGHBORHOOD PLAN

APPOINTMENTS: New planning commissioners appointed	April 2008
WORKSHOP: Annual planning commission workshop, including a downtown walking tour and analysis of the downtown area	May 2008
PRIORITIES: Development of a Mission and Vision and setting of priorities for the Comprehensive Plan	June-August 2008
FORMAT: Development and review of a template and format	June 2008
FOCUS: Identification of "hot spots" that should be a focus of the plan	July 2008
COUNCIL: Joint workshop with city council	August 2008
COMPLAN: Evaluation of the current Comprehensive Plan, per direction from city council	October-November 2008
SWOT: Review of issues identified in SWOT (issues) analyses in which planning commission and city council participated	October 2008
HOUSING: Meeting with Littleton Housing Authority	November 2008
PARKING: Parking discussion with Charlie Blosten	November 2008
GOALS AND POLICIES: Review of draft goals and policies	November 2008
2030: Review of the goals and policies in the draft Littleton 2030 Plan	December 2008
COUNCIL: Joint meeting with city council	January 2009
VISION: Revision of the draft Vision Statement	February 2009
BOUNDARIES: Discussion of boundaries of the study area	February 2009
SURVEY: Development, distribution, and analysis of a community-wide survey	March-May 2009
GUIDELINES: Review of the existing Downtown Design Guidelines taking into consideration the Downtown Plan and the work to date	March 2009
ZONING: Review of the current zoning in light of the Downtown Plan taking into consideration the work to date	April 2009
CASE STUDIES: Review of case studies and the issues they raised, including issues of height and density	April 2009
OPEN HOUSE: Open house at Hudson Gardens to present the results of the citywide survey and gather additional input and thoughts	May 2009
INTERVIEWS: Personal interviews with key stakeholders	May-June 2009
FOCUS GROUP: Downtown residents focus group	June 2009
FOCUS GROUP: Downtown property owners focus group	July 2009
FOCUS GROUP: Downtown retailers focus group	July 2009
ANALYSIS: Analysis of public outreach	July-September 2009
REVIEW: Review of a revised draft Downtown Area Plan	October-December 2009
WORKSHOP: Workshop to complete a draft plan	November 2009
R-5 AND HEIGHT: Review of the area zoned R-5 and existing and desired height throughout downtown	January 2010
FACILITATOR: Introduction of a facilitator to help refocus the process	March 2010
CITY COUNCIL: Joint meeting with city council	March 2010

SMALL GROUPS: Creation of small groups to draft the plan. Groups were charged with developing: 1). Vision and Overview 2). Format 3). Historic Preservation 4). Land Use & Urban Design 5). Circulation & Parking 6). Parks & Open Space	April 2010
COMMITTEE REPORTS: Committee reports and draft text	May-July 2010
FRAMEWORK AND GOALS: Review of the Framework and revised Goals	August 2010
BICYCLES: Presentation from Dan Grunig of Bicycle Colorado	September 2010
CHARACTER: Analysis of character in the downtown area	September 2010
SUSTAINABILITY: Addition of sustainability to the downtown plan	September 2010
R-5 CASE STUDY: Review of a case study and discussion of the R-5 neighborhood	October 2010
ECONOMIC DEVELOPMENT: Review of Chris Gibbons' answers to questions posed by the commission	October-November 2010
REVIEW: Review of the revised draft plan, including the Framework	November-December 2010
RESIDENTS: R-5 resident's meeting (Old Downtown Neighborhood)	December 2010
REVIEW: Review of questions raised by the plan	January-February 2011
FINALIZATION: Finalization of a draft plan	March-July 2011
PUBLIC HEARING: Planning commission public hearing on the draft plan	July-August 2011
REVIEW AND ADOPTION: Review of comments from the public hearing. Adoption of the plan, including any desired revisions based on the comments and discussion	August-September 2011
PUBLIC HEARING: City council public hearing on the adopted plan	August-September 2011
REVIEW AND RATIFICATION: Review of the comments from the public hearing. Ratification of the plan, including any desired revisions based on the comments and discussion.	September 2011-January 2012

# APPENDIX D THE PUBLIC OUTREACH PROGRAM

# A. PUBLIC OUTREACH PROGRAM

The planning commission conducted extensive outreach to the community, including developing and conducting a citywide survey; holding a public open house; and holding focus group meetings with downtown residents, retailers, business and property owners, key stakeholders, and residents from the R-5 district. Additionally, the planning commission and staff identified and interviewed individual downtown stakeholders. These stakeholders included architects, business owners, property owners, and representatives from major employers and regional attractions.

# **B. SURVEY RESULTS**

In the spring of 2009, the planning commission and staff worked with Bob Tonsing of The Public Information Corporation to design and distribute more than 27,000 questionnaires as an insert in the *Littleton Report*. Copies were also available at the Bemis Library, the Littleton Museum, and at the Littleton Center. Planning commissioners and staff personally delivered copies to key stakeholders. More than 1,400 questionnaires were returned, which is an extremely good response rate and one that is considered statistically significant. The answers were analyzed with the following results:

# 1. SMALL TOWN ATMOSPHERE

The first question was opened-ended and asked, "What one thing do you like most about the Downtown Littleton area?" Fifty six percent (56%) of the respondents said they liked the "small town atmosphere" of downtown and 15% said they liked "the stores."

The second question, which was also open-ended, asked what was least liked about downtown. The largest response was "parking" (30% of respondents), with "the condition and adequacy of the streets" (15%) coming in

second. Concerns about "the variety and prices of stores" garnered 13%.

#### 2. REASONS TO GO DOWNTOWN

The main reason survey respondents said they go downtown was "to go to restaurants" (32%). Sixteen percent (16%) went downtown "to shop" and others went "for entertainment/special events" (14%) or "to use light rail" (14%). Most trips downtown were in the "evening" (22%) or on a "weekend" (28%).

#### 3. COMMUNITY VALUES

The questionnaire asked respondents to rank the importance of community values, with possible scores ranging from "not very important" to "very important." Questions were asked regarding the look and feel of downtown, the size and scale of buildings relative to those on Main Street, the importance of community gathering spots, the desired mix of historic and historically compatible architecture, the attraction of small and independently owned businesses, the importance of pedestrian-friendly improvements, and the significance of a feeling of personal safety. More than 70% of survey respondents ranked each of these community values as either "important" or "very important." Very few respondents designated the values as "not important."

Of these community values, the "feeling of personal safety" ranked highest, with 67% of respondents designating it as "very important." "Pedestrian-friendly amenities" was the second most important, with 64% of respondents designating it as "very important." The "mix of historic and compatible architecture" ranked third, as indicated by 58% of respondents.

The lowest ranked community value was "providing community gathering spots," but even that was determined to be "very important" by 44% of the respondents. Less important, but still capturing a 51% "very important" vote, was "the size and scale of buildings." "A look and feel unlike other communities" captured a 49% "very important" vote.

# 4. PARKING

Fifty five percent (55%) of the respondents said there was not enough parking downtown, while 41% said there was adequate parking. Residents 65 years or older felt that there was not enough parking downtown. Residents of Littleton for five years or less felt parking downtown was adequate. Residents of Littleton for more than 20 years felt that parking downtown was inadequate. The survey respondents suggested ways to address the parking situation downtown including building a parking structure at the light rail station, building a parking garage along Santa Fe Drive next to the Carnegie Library, and disallowing employee parking along Main Street.

#### 5. TRANSPORTATION

Eighty seven percent (87%) of the respondents felt downtown was friendly to pedestrians. Forty one percent (41%) felt downtown was friendly to bicyclists, while 37% felt it was not friendly.

#### **DEMOGRAPHIC ANALYSIS OF RESPONDENTS**

More women and older citizens filled out the surveys. Sixty five percent (65%) of the respondents were female. Fifty six percent (56%) of the survey respondents were over 55 years of age and those over 65 years of age comprised 34% of the total respondents. Only 8% of the survey respondents were under 35 years of age.

Thirty six percent (36%) of the respondents identified themselves as living in the central area of Littleton, but not downtown, and only 3% of respondents identified themselves as living downtown. Survey results showed 28% of the participants identified themselves as living in Southwest Littleton and 19% as living in Southeast Littleton.

Survey respondents were vested in Littleton's community. Forty two percent (42%) of the survey respondents have lived in Littleton for more than 20 years. Thirty percent (30%) have lived in Littleton less than 10 years.



Residents of Littleton for five years or less felt parking downtown was adequate. Residents of Littleton for more than 20 years felt that parking downtown was inadequate.



Some respondents suggested building a parking structure at the light rail station or building a parking garage along Santa Fe Drive next to the Melting Pot



# C. PUBLIC OPEN HOUSE

Survey results were tabulated and presented at a well-attended open house on May 11, 2009, held at the Inn at Hudson Gardens. A short presentation provided an overview of the planning process and survey results. Planning commissioners facilitated discussions on transportation, retail, historic and compatible architecture, housing, light rail, transit oriented development, zoning/development review, and design guidelines. A seventh commissioner facilitated an open discussion that addressed topics not covered by one of the other groups. Participants were also asked to identify what they perceive to be the boundaries of Downtown Littleton. Participants submitted comment cards in order to provide additional thoughts or to reiterate what they had discussed at the discussion tables.

#### D. FOCUS GROUP MEETINGS

#### 1. DOWNTOWN RESIDENTS FOCUS GROUP MEETING

On June 29, 2009, the planning commission held a meeting with downtown residents to solicit their unique perspectives. Residents contributed to the Vision and also visited stations to discuss their views on circulation, economic development, historic character/historic preservation, housing, land use, parks and open space, and urban design. Residents identified the need for additional resident-friendly retail and service uses and park improvements.

# 2. DOWNTOWN RETAILERS FOCUS GROUP MEETING

A similar meeting was held with downtown retailers on July 6, 2009. Retailers visited topic tables and provided their views on circulation, economic development, historic character/historic preservation, housing, land use, parks and open space, and urban design. An open microphone encouraged participation in the process. As anticipated, parking was an issue. The merchants questioned whether the parking requirement for development is unattainable and whether the two-hour limit is too much or not enough.

# 3. DOWNTOWN PROPERTY OWNERS FOCUS GROUP MEETING

On July 20, 2009, a focus group was held with downtown property owners to look at the Vision and to provide their perspective on circulation, economic development, historic preservation, housing, land use/zoning/development, parks and open space, and urban design. The open microphone generated many suggestions.

#### E. R-5 DISTRICT RESIDENTIAL ANALYSIS AND MEETING

The planning commission reviewed a lot-by-lot study of the area in downtown that is currently zoned R-5. The study included an analysis of the parameters of the existing zoning and compared that to the actual density, land use, lot size, and set backs of the properties in the area. The commission discussed the redevelopment potential of a sampling of the lots, given the current zoning. It also discussed the potential assemblage of lots within this area and the implications of any potential assemblages. The commission reviewed a case study of the Nevada Place development, including an analysis of the development review process and the design alternatives and decisions. The commission determined that another development of the scale of Nevada Place would be inappropriate for the R-5 area. It discussed possible changes to the zoning and the design guidelines to help retain the existing character and the potential implications of those changes. Because the changes discussed could be substantial, the planning commission felt strongly that additional input should be solicited from the residents and property owners in the area. Notices of a subsequent meeting were mailed to every property owner and delivered to each address in the R-5 area. Residents at that meeting agreed that they wanted to maintain the residential feel, but said existing medical and dental uses were acceptable as secondary uses. They also expressed concern about a potential increase in the demand for on-street parking and support for widened sidewalks and pedestrian lights in order to better accommodate pedestrian traffic.

# F. INTERVIEWS

Planning commissioners and staff used the survey as the starting point for a series of interviews with representatives of key downtown stakeholders. These interviews provided valuable insight into the variety of roles and perspectives that this plan reflects. Specific comments from the interviews are included below along with those from other elements of the outreach program.

# G. COMMENTS AND SUGGESTIONS FROM PUBLIC OUTREACH

The following are a sampling of comments received during the public outreach program, either with the surveys, at the public open house, in the focus group meetings, or in interviews.

#### 1. RETAIL

- a. Downtown needs more coffee shops, bakeries, a drug store, ice cream shops, a butcher shop, a natural grocer, and more restaurants
- b. There are "cute" shops downtown
- c. Nothing is open on nights and on Sundays
- d. Shops are vacant in the downtown area
- e. Rents are high
- f. There are too many boutiques and not enough practical retail
- g. No place to buy milk
- h. Attract national retailers such as coffee shops

# 2. HOUSING

- a. Don't tear down historic buildings for parking lots
- b. Encourage redevelopment southwest of Curtice Street along Main Street
- c. Need affordable housing in downtown
- d. Need owner-occupied housing
- e. Three to four story structures should not be placed next to single-family residences without transitions

- f. Consider development downtown to complement the existing single-family houses
- g. Development should be mixed-use
- h. Components of the design guidelines are too restrictive
- i. Don't be like Cherry Creek North
- j. Don't provide age-restricted housing in the downtown area
- k. Other comments say age restrictions are valuable
- 1. More Transit Oriented Development
- m. Less Transit Oriented Development
- n. More development is needed
- o. Less development is needed
- p. Residential should focus on duplexes
- q. Pay attention to scale in relationship to adjacent development

#### 3. CIRCULATION

- a. Divert traffic around downtown
- b. Provide more bike racks
- c. Parallel parking is difficult
- d. Designate parking spaces for merchants
- e. RTD has a parking problem
- f. Two hours to park is not enough time; others say it is too much time
- g. Mix two and three-hour parking
- h. Have signs to indicate downtown parking and distinguish between public and private
- i. Don't tax to solve the parking problems
- j. Consider paid parking
- k. Better connection to Santa Fe Drive was consistently an issue. Suggestions included putting Santa Fe below grade.
- Inventory all parking

# 4. HEIGHT

- a. Limit heights to three stories don't build too high
- b. Limit heights on the perimeter of the Central Area
- c. Height limits are arbitrary

#### 5. CONNECTIVITY

- a. Connect light rail, EchoStar, Bemis Library, Ketring Park, and ACC to downtown
- b. Connect South Platte Park and downtown

#### 6. PARKS AND OPEN SPACE

- a. Activate Bega Park
- b. Provide a public plaza for events and music/entertainment
- c. Connect light rail and the Mary Carter Greenway

# 7. WAYFINDING

a. Improve signage and way finding

# 8. HISTORIC PRESERVATION

- a. Development should complement historic buildings
- b. Maintain historic character
- c. Don't be overzealous about preservation

#### 9. OTHER

- a. Move smoking areas on Main Street to the back of the buildings
- EchoStar property is an opportunity could have a grocery store
- c. Get rid of one-way streets
- d. Focus development on Alamo Avenue
- e. Streamline the land-use process
- f. Consistently enforce city code
- g. Embrace special events
- h. City design decisions are subjective rather than objective



The façade restoration work on the Batschelet Building on Main Street was completed in 1995 and contributes to downtown's historic small town character.



Ketring Park, just east of the railroad, is an example of the ample parks and open spaces adjacent to downtown.



The Mary Carter Greenway trail, just west of downtown, provides bicycle and pedestrian access to downtown and the region.

# APPENDIX E GLOSSARY OF TERMS USED IN THE PLAN

Note: The definitions of terms that are not included here are generally those that can be found by looking in a standard dictionary or by searching online.

- 1. **Adoption:** The act of accepting formally and putting into effect.
- 2. Americans with Disabilities Act (ADA): Enacted by the U.S. Congress in 1990 and later amended with changes effective in 2009, the ADA is a wide-ranging law that prohibits, under certain circumstances, discrimination based on disability. Disability is defined by the ADA as, "a physical or mental impairment that substantially limits a major life activity." The "Public Accommodations" section of the law impacts the design of public sidewalks and public street intersections, generally providing for enhanced standards of accessibility.
- 3. CA Zone District: A mixed-use zone district that was developed for Littleton's downtown business district; is generally applied to it; and promotes a mix of residential, retail, service, office, amusement, and associated commercial and business uses.
- 4. **Character:** The aggregate of features and traits that form the individual nature of a thing or place.
- 5. **Circulation Network:** The system of facilities that accommodate drivers, bicyclists, pedestrians, and those who use public transportation.
- 6. **Commercial:** Of, connected with, or otherwise engaged in commerce; generally refers to both retail and office uses.
- 7. **Connection:** A link between different locations. In the context of this plan, a connection can be physi-

- cal and can be traversed by pedestrians, bicycles, cars, or transit; or it can be a visual connection that allows a view between locations.
- 8. **COMPLAN:** The name given to the City of Littleton's comprehensive plan.
- 9. **Complete Streets:** Streets that are designed and operated to enable safe access for all users. Pedestrians, bicyclists, and motorists are able to safely move along and across a Complete Street.
- 10. Comprehensive Plan: The primary long-range master planning document for city planning. Comprehensive plans are broad-based and contain policy-level directives to guide the community's future.
- 11. Corridor: A strip of land along a street or highway.
- 12. **Design Template:** A pattern for the design of spaces and structures.
- 13. **Designated Structures:** Buildings that have been approved for official city recognition as historic structures.
- 14. **Development:** Broadly applied to refer to a range of construction activities.
- 15. **District:** A region or locality defined by geographical attributes.
- 16. Framework: Composed of a diagram and a description, the Framework demonstrates, from a land use point of view, how the neighborhood is structured. It is both a snapshot of today and a plan for the future.
- 17. **Goals:** Define the desired outcome of implementing the Policies and Implementation Strategies.

  Goals set the direction for actions, resource allocation, and planning decisions. They are structured as passive "will" statements.

- 18. **Guideline:** Recommended practice that allows some discretion or leeway in its interpretation, implementation, or use.
- 19. **Height Limit:** A restriction on the maximum height of structures.
- 20. **Iconic Structures:** Buildings that, although they are not necessarily significant because of their history or architecture, function as landmarks and play a key role in identifying Downtown Littleton. The structures that this plan identifies as iconic are:
  - a. Carnegie Library, currently occupied by a restaurant
  - Courthouse, originally the Arapahoe County
     Courthouse, now the City of Littleton's Municipal
     Courthouse
  - c. Geneva Lodge, owned by the city and leased to and renovated by a private architectural firm for its office
  - d. Town Hall, a performing arts center
  - e. Denver & Rio Grande Railroad Depot, relocated and used as a coffee shop at the light rail station
  - f. Columbine Mill, now a restaurant
  - g. Little/Holmes Residence, currently used as offices
- 21. **Implementation Strategies:** Actions the city will take to complete the Policies, Goals, and Vision of the plan and are structured as imperative statements.
- 22. **Land Use:** The human use of land, property, or a structure. Land use categories typical to Littleton are referenced in the zoning code.
- 23. **Mixed-Use Area:** An area in which the use of a building, set of buildings, or neighborhood is used for more than one purpose.

- 24. **Neighborhood Plan:** An element of a citywide comprehensive plan that is consistent with and helps implement the goals of the citywide plan, but is more specifically directed to one particular neighborhood. A neighborhood plan is one type of small area plan; other types of small area plans include corridor plans and district plans.
- 25. **Policies:** Statements that provide more detailed direction for the plan and present tasks that will achieve the Goals. Because the plan is a guideline, policies are structured as active "should" statements.
- 26. **Principle:** A fundamental, primary, or general truth from which others are derived; an essential quality.
- 27. **Public Realm:** Streets and other spaces that are designed and managed for public use and to which the public has regular access.
- 28. **R-5 Zone District:** The sub-area of downtown located to the north of Main Street and generally west of the Prince Street/Nevada Place alley, but not including the Nevada Place development.
- 29. Railroad Grade Separation: The area along and on either side of the main heavy rail and light rail lines that run north/south on the east side of downtown. The city worked with the railroads to create a grade separation between the rail lines and Prince Street, Alamo Avenue, and Main Street in order to reduce safety hazards, improve traffic flow, and minimize the visual and sound impacts of the trains.
- 30. **Ratification:** The act of formally approving and sanctioning.
- 31. **Review Processes:** Processes used by the city to consider approving or adopting a variety of actions. There are review processes, for example, for adopting the comprehensive plan, for approving a rezoning, or approving a development application.

- 32. **Scale:** Relative size, based on height, volume, width, and other measurements.
- 33. **Setbacks:** Imaginary lines some distance to the rear of the property line that generally determine the allowed locations of structures; also, the area produced by a setback.
- 34. **Site Assemblage:** A collection of individual parcels that are associated to facilitate development or redevelopment.
- 35. **Step-backs:** Upper stories of a structure that are set farther back from the front of that structure than are the lower stories.
- 36. **Sustainability:** A sustainable Littleton community meets the needs of the present while enhancing the ability of future generations to meet their own needs. The *Downtown Neighborhood Plan* builds on the City of Littleton *Environmental Action Plan* by focusing on energy use, waste management, water use, and air quality.
- 37. **Transit:** Generally refers to local public transportation, such as the RTD buses and light rail.
- 38. **Transit Impact Zone** (**TIZ**): An area one-half mile in radius from a transit station platform, in which development is subject to additional design review.
- 39. **Urban Design:** The arrangement, appearance and functionality of towns and cities, and in particular the shaping and uses of urban public space.
- 40. **Vision:** A description of the future of downtown as imagined if the Goals, Policies, and Implementation Strategies are followed.



#### **Littleton City Council**

Bruce Beckman, At Large
Debbie Brinkman, Mayor, District IV
Phil Cernanec, District III
Peggy Cole, At-Large
Bruce Stahlman, Mayor Pro Tem, At-Large
Jim Taylor, District I
Jerry Valdes, District II

# Former Littleton City Council

Doug Clark, Mayor, At-Large Joseph Trujillo, District II

#### **Littleton Planning Commission**

Matt Bagnall, Alternate 1 Steve Bockenstedt Craig Coronato, Chair Pro-Tem Karina Elrod Linda Knufinke, Chairman Jennifer Ranville

# Former Members of the Planning Commission who contributed to this Plan

Kent Bagley
Norm Brown
Tony Gallagher
Julio Iturreria
Pavlos Stavropoulos

**Curt Samuelson** 

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Andrea Mimnaugh, Historic Preservation Planner
Dennis Swain, Long Range Planner
Glen Van Nimwegen, Director of Community Development
Doreen Wilson, Administrative Coordinator

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Dan Burnham, Littleton Housing Authority Director
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Kirsten Crawford, Acting City Attorney
Chris Gibbons, Business/Industry Affairs Director
Chris Harguth, Public Relations Specialist
Rachal Metz, Printer
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Suzanne Staiert, former City Attorney
Cathy Weaver, Webmaster
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Dick Farley, Richard Farley Urban Design LLC, Urban Design

Robert Tonsing, The Public Information Corporation, Survey Design and Analysis



# City of Littleton

5g
Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

# **Staff Communication**

File #: ID# 15-338, Version: 1

Agenda Date: 12/15/2015

Subject:

Certification of the December 1, 2015 regular meeting minutes

Presented By: Wendy Heffner, City Clerk

# CITY CLERK'S CERTIFICATION:

I hereby certify that I have reviewed the video recording for the December 1, 2015 regular meeting of the Littleton City Council and that the video recording is a full, complete, and accurate record of the proceedings and there were no malfunctions in the video or audio functions of the recording

# **PROPOSED MOTION:**

I move to approve, based on the city clerk's certification, the December 1st video as the minutes for the December 1, 2015 regular meeting of the city council.

# Littleton

# City of Littleton

Littleton Center 2255 West Berry Avenue Littleton, CO 80120

# **Staff Communication**

File #: ID# 15-339, Version: 1

Agenda Date: 12/15/2015

Subject:

Certification of the December 8, 2015 study session minutes

Presented By: Wendy Heffner, City Clerk

# **CITY CLERK'S CERTIFICATION:**

I hereby certify that I have reviewed the video recording for the December 8, 2015 study session meeting of the Littleton City Council and that the video recording is a full, complete, and accurate record of the proceedings and there were no malfunctions in the video or audio functions of the recording

# **PROPOSED MOTION:**

I move to approve, based on the city clerk's certification, the December 8<sup>th</sup> video as the minutes for the December 8, 2015 study session meeting of the city council.



# City of Littleton

6a
Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

# **Staff Communication**

File #: Ordinance 108-2015, Version: 2

Agenda Date: 12/15/15

Subject:

Ordinance on second reading approving a lease purchase agreement between the City of Littleton and Motorola Solutions, Inc., for radio equipment

Presented By: Doug Farmen, Finance Director

# **POLICY QUESTION:**

Does city council support an ordinance approving a lease purchase agreement between the City of Littleton and Motorola Solutions, Inc., for radio equipment?

#### **BACKGROUND:**

City council considered Policy Question #16 during its 2016 Proposed Budget review.

The current 800 MHz radio system used by police and fire is approaching the end of its product life and the parts for repairs will no longer be available beginning in 2017. The current police radio system was purchased with a lease purchase agreement in 2008, a seven-year lease for \$755,000.

The radios in use by public works were acquired from the fire department during the last radio upgrade.

The estimated lease purchase amount is \$2,305,000 for police, fire, and public works radio equipment. The proposed lease is for eight years at zero percent financing.

# **STAFF ANALYSIS:**

The lease/purchase is included in the adopted 2016 annual budget appropriation:

# Capital Projects Fund

\$1,100,000 Police Department (48%) \$860,000 Fire Department (37%) \$345,000 Public Works Department (15%)

# The annual lease payment of \$290,000 is budgeted as follows:

\$182,700 (police and public works) (63%)

\$107,300 (fire) (37%)

\$290,000 total payment

The fire lease costs will be shared with the two fire partners. Littleton will be reimbursed \$75,110 of the \$107,300 fire lease payment (70% reimbursement).

# File #: Ordinance 108-2015, Version: 2

# **FISCAL IMPACTS:**

Payment will begin in December, 2016, and extend annually through 2023. The lease includes a pre-payment option without penalty.

The city has three other lease purchase agreements in the Capital Projects Fund:

Fire engine/medic unit - 2016: \$112,852 (one payment remaining)

Courthouse lease: 2016 - 2024: \$1,675,000 (\$165,000 - \$210,000 each year) Museum lease: 2016 - 2022: \$6,685,000 (\$820,000 - \$1,055,000 each year)

#### STAFF RECOMMENDATION:

Staff recommends council approve the lease purchase agreement.

# **PROPOSED MOTION:**

I move to approve the ordinance on second reading approving a lease purchase agreement between the City of Littleton and Motorola Solutions, Inc. for radio equipment.

1	CITY OF LITTLETON, COLORADO
2 3	ORDINANCE NO. 108
4	ORDINANCE NO. 100
5	Series, 2015
6 7	INTEROPLICED DV COLINCII MEMBERC.
8	INTRODUCED BY COUNCILMEMBERS:
9	AN ORDINANCE OF THE CITY OF LITTLETON,
10	COLORADO, APPROVING AN EQUIPMENT LEASE-
11	PURCHASE AGREEMENT BETWEEN THE CITY AND
12	MOTOROLA SOLUTIONS, INC. FOR RADIO
13	EQUIPMENT
14	
15	WHEREAS, the city police, fire, and public works departments are in need of a
16 17	replacement radio system;
18	WHEREAS, the Equipment Lease-Purchase Agreement between the city and
19	Motorola Solutions, Inc., provides for the funding of a police, fire and public works radio
20	system; and
21	
22	WHEREAS, council deems the approval of the attached Equipment Lease-
23	Purchase Agreement to be in the best interest of the city;
24	
25	NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF
26 27	THE CITY OF LITTLETON, COLORADO, THAT:
28	Section 1: The Equipment Lease-Purchase Agreement between the city and
29	Motorola Solutions, Inc. is hereby approved.
30	inotorou solutions, met is hereby approved.
31	<b>Section 2:</b> Severability. If any part, section, subsection, sentence, clause or
32	phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the
33	validity of the remaining sections of this ordinance. The City Council hereby declares that it
34	would have passed this ordinance, including each part, section, subsection, sentence, clause or
35	phrase hereof, irrespective of the fact that one or more parts, sections, subsections, sentences,
36	clauses or phrases may be declared invalid.
37 38	Section 3: Repealer. All ordinances or resolutions, or parts thereof, in
39	conflict with this ordinance are hereby repealed, provided that this repealer shall not repeal the
40	repealer clauses of such ordinance nor revive any ordinance thereby.
41	repeated transfer of each examinate new 10 12 10 12 10 and
42	
43	INTRODUCED AS A BILL at a regularly scheduled meeting of the City Council
44	of the City of Littleton on the $1^{st}$ day of December, 2015, passed on first reading by a vote of $\underline{7}$
45	FOR and <u>0</u> AGAINST; and ordered published by posting at Littleton Center, Bemis Library, the
46	Municipal Courthouse and on the City of Littleton Website.

Ordinance No. Series, 2015
Page 2

47	PUBLIC HEAR	ING on the Ordinance to take place on the 15 <sup>th</sup> day of December,
48	2015, in the Council Chambers	, Littleton Center, 2255 West Berry Avenue, Littleton, Colorado,
49	at the hour of 6:30 p.m., or as so	oon thereafter as it may be heard.
50	PASSED on second and	final reading, following public hearing, by a vote ofFOR
51	and AGAINST on the 1.	5 <sup>th</sup> day of December, 2015 and ordered published by posting at
52	Littleton Center, Bemis Library	, the Municipal Courthouse and on the City of Littleton Website.
53	ATTEST:	
54		
55	Wendy Heffner	Bruce O. Beckman
56	CITY CLERK	MAYOR
57		
58	APPROVED AS TO FORM:	
59		
60	TZ 1	
61	Kristin Schledorn	
62	CITY ATTORNEY	
63 64		
$\cup$		



# City of Littleton

Littleton Center 2255 West Berry Avenue Littleton, CO 80120

# **Staff Communication**

File #: Ordinance 101-2015, Version: 3

Agenda Date: 12/15/2015

# Subject:

Ordinance on second reading amending Ordinance No. 38 Series of 2014 known as the Annual Appropriation Bill for all municipal purposes for the fiscal year beginning January 1, 2015 and ending December 31, 2015.

Presented By: Doug Farmen, Finance Director

# **POLICY QUESTION:**

Does city council support an amendment to the 2015 annual appropriation for the City of Littleton?

# **BACKGROUND:**

These funds are recommended to be increased:

# General Fund - \$2,100,000

It is city policy to transfer an amount above the 17% estimated annual operating fund balance reserve amount to the Capital Projects Fund. This is a budgeted amount for the interfund transfer; the actual amount will not be known until May 31, 2016, when the annual audit is completed.

# Capital Projects Fund - \$75,000

There is \$850,000 budgeted in 2015 for the city's portion of the East Dry Creek and South Broadway transportation improvements. During 2015, staff re-assessed this project and determined the funding is more appropriate from the Transportation Impact Fee Fund. Another council item for council consideration this evening refers to an interfund loan of \$725,000 to the Transportation Impact Fee Fund.

In addition, in June 2015, the city council approved a streetscape plan project for \$200,000.

Here is the requested appropriation:

- -\$850,000 moving the East Dry Creek and South Broadway transportation improvements to the Transportation Impact Fee Fund
- +\$725,000 interfund loan to the Transportation Impact Fee Fund
- +\$200,000 streetscape project
- +\$75,000 additional appropriation request

# Transportation Impact Fee Fund - \$920,000

This request will fund the City's portion of the East Dry Creek and South Broadway transportation improvements. The original project estimate was \$850,000 and has since increased to \$920,000. There is a separate resolution for council consideration that would approve an interfund loan from the Capital Projects Fund to the Transportation Impact Fee Fund for interim funding for this project until sufficient impact fees are

# File #: Ordinance 101-2015, Version: 3

received to recover this project cost and re-pay the interfund loan. The existing impact fee fund balance is \$195,000 so the loan amount of \$725,000 will provide supplemental funding for the \$920,000 project appropriation.

# Consolidated Special Revenue Fund - \$300,000

This request is for additional funds for wildland fires such as overtime, vehicle maintenance, and supplies expended during the year that are reimbursable to the city via intergovernmental agreements.

# Open Space Fund - \$450,000

Additional funds are being requested for the Riverside Downs (\$300,000) project which exceeded preliminary cost estimates. Additional requests are: Parks and Recreation Master Plan (\$90,000), trail 'rent' to the State (\$45,000), and additional Creekside Experience appropriations (\$15,000).

# South Metro Area Communications Center Fund - \$70,000

Due to a timing difference in paying for hardware maintenance (new radio equipment), 2014 expenditures were lower, causing higher than expected 2015 expenditures of \$70,000.

# Property & Liability Insurance Fund - \$350,000

The city is self-funded for property and liability claims; the 2015 claims are higher than anticipated due to sewer backup claims and city building roof damage.

#### STAFF ANALYSIS:

Amending the annual appropriation bill is a typical process that the city conducts every year.

# **FISCAL IMPACTS:**

The 2015 budget appropriation is recommended to increase by \$4,265,000.

#### STAFF RECOMMENDATION:

Staff recommends approval of the ordinance on first reading amending the 2015 budget.

# **PROPOSED MOTION:**

I move to approve on second reading the ordinance amending Ordinance No. 38 Series of 2014 known as the Annual Appropriation Bill for all municipal purposes for the fiscal year beginning January 1, 2015 and ending December 31, 2015.

#### 1 CITY OF LITTLETON, COLORADO 2 3 **ORDINANCE NO. 101** 4 **Series**, 2015 5 6 INTRODUCED BY COUNCILMEMBERS 7 8 AN ORDINANCE OF THE CITY OF LITTLETON, 9 COLORADO, AMENDING ORDINANCE NO. 38 SERIES 10 OF 2014 KNOWN AS THE "ANNUAL APPROPRIATION 11 BILL" FOR ALL MUNICIPAL PURPOSES OF THE CITY 12 **OF** LITTLETON, **COUNTIES OF** ARAPAHOE. 13 JEFFERSON AND DOUGLAS, STATE OF COLORADO, 14 FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2015 15 AND ENDING DECEMBER 31, 2015. 16 17 18 WHEREAS, Ordinance No. 38, Series of 2014 established the annual 19 appropriation for municipal purposes for the City of Littleton, Colorado: 20 21 WHEREAS, appropriations have theretofore been made for the expenditures of 22 monies pursuant to said budget; and 23 24 WHEREAS, the necessity of receiving and expending additional monies from the 25 various funds could not have been reasonably anticipated during the time of adoption of the 26 budget and appropriation of funds in accordance therewith: 27 28 NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF 29 THE CITY OF LITTLETON, COLORADO, THAT: 30 31 Section 1: The budget of the City of Littleton for the fiscal year beginning 32 January 1, 2015, and ending December 31, 2015, is hereby amended by additions to the 33 following funds: 34 35 **FUND EXPENDITURE** 36 37 General Fund \$ 2,100,000 \$ 38 Capital Projects Fund 75,000 39 Transportation Impact Fee Fund \$ 920,000 \$ Consolidated Special Revenue Fund 40 300,000 \$ 41 Open Space Fund 450,000 South Metro Area Communications Ctr. Fund 42 70,000 43 Property & Liability Fund 350,000

**Section 2:** The provisions of the annual appropriations Ordinance No. 38, Series of 2014, as amended by Ordinance No. 41, Series of 2014, are hereby amended with the total of all fund expenditures amended to \$84,816,280.

4,265,000

Total

44

45 46

47

48

49

1	INTRODUCED, AS A BILL at the regularly scheduled meeting of the city council of
2	the of the City of Littleton, Colorado, on the 1st day of December, passed on first reading by a vote of
3	6 FOR and 1 AGAINST; and ordered published by posting at the Littleton Center, Bemis Library,
4	the Municipal Courthouse and on the City of Littleton Website.
5	PUBLIC HEARING on the Ordinance to take place on the 15 <sup>th</sup> day of December,
6	2015, in the Council Chamber, Littleton Center, 2255 West Berry Avenue, Littleton, Colorado,
7	at the hour of 7:00 p.m., or as soon thereafter as it may be heard.
8	PASSED on second and final reading, following public hearing, by a vote of
9	FOR and AGAINST on the 15 <sup>th</sup> day of December, 2015 and ordered published by posting at
10	Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.
11	ATTEST:
12 13 14 15 16 17 18	Wendy Heffner Bruce O. Beckman CITY CLERK MAYOR  APPROVED AS TO FORM:
19 20 21	Kristin Schledorn CITY ATTORNEY



**TO:** City Council

**FROM:** Jocelyn Mills, Community Development Director

**RE:** Informational Update on the Downtown and Littleton Boulevard Streetscape

**Project** 

**DATE:** December 15, 2015

Summary: Attached is the contract and scope of work for the Downtown and Littleton Boulevard Streetscape project. We are working with the consulting firm, Charlier Associates and their team.

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

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

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

Through a variety of workshops, field walks, and community dialogues the project will be conducted. Final recommendations, including graphics showing conceptual designs for selected Downtown and Littleton boulevard blocks, will outline multimodal (vehicles, transit, bikes, pedestrians) functionality, parking strategies, roadway safety improvements, and land use analyses. Each component of the project (outlined in the scope of work as "tasks") will build upon the prior step to create a wholestic approach to address the streetscape/s for Downtown Littleton and the Littleton Boulevard corridor.

# CITY OF LITTLETON AGREEMENT FOR PROFESSIONAL SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into on December \_\_\_\_, 2015 by and between CHARLIER ASSOCIATES, INC. whose business address is 2919 VALMONT RD., STE 206, BOULDER, CO. 80301 (the "Contractor") and the CITY OF LITTLETON, COLORADO ("City"), a Home Rule municipality of the State of Colorado. The City and the Contractor may be collectively referred to as the "Parties."

#### RECITALS AND REPRESENTATIONS

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

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

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

**WHEREAS**, the Parties desire to enter into this Agreement.

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

- **1.0 SERVICES AND PERFORMANCE.** As directed by the City and under the management of the City Manager, the Contractor shall provide the services described in **Exhibit A** (the "Services"). Exhibit A is incorporated herein in its entirety. The City may request a change or changes in the Services. Any changes that are mutually agreed upon between the City and the Contractor shall be made in writing and upon execution by both Parties shall become an amendment to this Agreement.
- **2.0 Independent Contractor.** The Contractor shall perform the Services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with the City other than as a contracting party and independent contractor. The City shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor's employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state, or federal income or other tax contributions; insurance contributions (e.g., FICA); workers' compensation; disability, injury, or health; professional liability insurance, errors and omissions insurance; or retirement account contributions.
- **3.0 Standard of Performance.** In performing the Services, the Contractor shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances Revised 032715

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

- 3.1 The Contractor shall become fully acquainted with the available information related to the Services. The Contractor is obligated to affirmatively request from the City such information that the Contractor, based on the Contractor's professional experience, should reasonably expect is available and which would be relevant to the performance of the Services.
- 3.2 The Contractor shall promptly inform the City concerning ambiguities and uncertainties related to the Contractor's performance that are not addressed by the Agreement.
- 3.3 The Contractor shall provide all of the Services required in the Agreement in a timely and professional manner.
- 3.4 The Contractor shall promptly comply with any written request for the City or any of its duly authorized representatives to reasonably access, review and audit any books, documents, papers, and records of the Contractor that are pertinent to the Contractor's performance under this Agreement for the purpose of the City performing any review of the Services.
- 3.5 The Contractor shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions.
- 3.6 The Contractor shall be responsible at the Contractor's expense for obtaining, and maintaining in a valid and effective status, all licenses and permits necessary to perform the Services unless specifically stated otherwise in this Agreement.
- **4.0 COMPENSATION.** Following execution of this Agreement by the City, the City shall compensate the Contractor in accordance with Section 3 of Exhibit A. Any increases or modification of compensation shall be subject to the approval of the City and shall be made only by a written amendment of the Agreement executed by both Parties.

# 5.0 TERM AND TERMINATION

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

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

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

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

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

- (2) recommence performance in accordance with this Agreement; or (3) if suspension exceeded sixty (60) consecutive days, request from the City an equitable adjustment in compensation or a reasonable re-start fee and, if such request is rejected by the City, to provide written notice to the City that such suspension and rejection of additional compensation is considered a unilateral termination of this Agreement. Nothing in this Agreement shall preclude the Parties from executing a written amendment or agreement to suspend the Services upon terms and conditions mutually acceptable to the Parties for any period of time.
- 5.6 <u>Delivery of Notice of Termination</u>. Any notice of termination permitted by this Section shall be addressed to the person signing this Agreement on behalf of the Contractor or to the City Manager at the address shown below or such other address as either Party may notify the other of and shall be deemed given upon delivery if personally delivered, or forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

#### 6. INSURANCE

- 6.1 <u>Insurance Generally.</u> The Contractor shall obtain and shall continuously maintain during the term of this Agreement insurance of the kind and in the minimum amounts specified ("Required Insurance"):
  - A. Worker's Compensation Insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law. Such policy of insurance shall be endorsed to include the City as a Certificate Holder.
  - B. Comprehensive General Liability insurance with minimum combined single limit for each occurrence of One Million Dollars (\$1,000,000.00) and of One Million Dollars (\$1,000,000.00) aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the City as a Certificate Holder and name the City, and its elected and appointed officials, officers, employees and agents as additional insured parties.
  - C. Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of One Million Dollars (\$1,000,000.00) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for

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

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

- 6.2 <u>Additional Requirements for Insurance</u>. In addition to specific requirements imposed on insurance by this Section and its subsections, insurance shall conform to all of the following:
  - A. All policies of insurance shall be primary insurance, and any insurance carried by the City, its officers, or its employees shall be excess and not contributory insurance to that provided by the Contractor; provided, however, that the City shall not be obligated to obtain or maintain any insurance whatsoever for any claim, damage, or purpose arising from or related to this Agreement and the Services provided by the Contractor. The Contractor shall not be an insured party for any City-obtained insurance policy or coverage.
  - B. The Contractor shall be solely responsible for any deductible losses.
  - C. For Required Insurance, no policy of insurance shall contain any exclusion for bodily injury or property damage.
  - D. Contractor shall provide the City with notice no less than thirty (30) days prior to any cancellation, termination, or a material change in such policy.
- Failure to Obtain or Maintain Insurance. The Contractor's failure to obtain and continuously maintain policies of insurance in accordance with this Section and its subsections shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Agreement. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the City may immediately terminate this Agreement, or, at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by the Contractor to the City immediately upon demand by the City, or at the City's sole discretion, the City may offset the cost of the premiums against any monies due to the Contractor from the City pursuant to this Agreement.

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

#### 7.0 OWNERSHIP OF DOCUMENTS

Any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the City upon delivery and shall not be made subject to any copyright unless authorized by the City. Other materials, methodology and proprietary work used or provided by the Contractor to the City not specifically created and delivered pursuant to the Services outlined in this Agreement may be protected by a copyright held by the Contractor and the Contractor reserves all rights granted to it by any copyright. The City shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by City staff and/or employees; or (2) pursuant to a request under the Colorado Open Records Act, § 24-72-203, C.R.S., to the extent that such statute applies; or (3) pursuant to law, regulation, or court order. The Contractor waives any right to prevent its name from being used in connection with the Services.

#### 8.0 CONFLICT OF INTEREST

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

#### 9.0 REMEDIES

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

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

- B. Withhold payment to the Contractor until the necessary Services or corrections in performance are satisfactorily completed; and/or
- C. Deny payment for those Services which have not been satisfactorily performed, and which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the City; and/or
  - D. Recover actual and/or consequential damages; and/or
  - E. Terminate this Agreement.

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

#### 10.0 MISCELLANEOUS PROVISIONS

- 10.1 No Waiver of Rights. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party. The City's approval or acceptance of, or payment for, Services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the City except in writing signed by the City Council or by a person expressly authorized to sign such waiver by resolution of the City Council, and any written waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver unless specifically stated.
- 10.2 No Waiver of Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City, its elected and appointed officials, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.
- 10.3 Equal Employment Opportunity. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- 10.4 **Binding Effect.** The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section shall not authorize assignment.
- 10.5 No Third Party Beneficiaries. Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or sub-contractor of the Contractor. Absolutely no third party beneficiaries are intended by this Agreement. Any third-party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.
- 10.6 Article X, Section 20/TABOR. The Parties understand and acknowledge that the City is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the City, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.
- 10.7 Governing Law, Venue, and Enforcement. This Agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Arapahoe County, Colorado. To reduce the cost of dispute resolution and to expedite the resolution of disputes under this Agreement, the Parties hereby waive any and all right either may have to request a jury trial in any civil action relating primarily to the enforcement of this Agreement. The Parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement.
- 10.8 <u>Survival of Terms and Conditions</u>. The Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.
- 10.9 <u>Assignment and Release</u>. All or part of the rights, duties, obligations, responsibilities, or benefits set forth in this Agreement shall not be assigned by the Contractor without the express written consent of the City Council for the City. Any written assignment shall expressly refer to this Agreement, specify the

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

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

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

10.14 Notices. Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth below or at such other address as has been previously furnished in writing, to the other Party. Such notice shall be deemed to have been given when deposited in the United States Mail properly addressed to the intended recipient.

#### **If to the City**:

#### If to the Contractor:

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

#### 11. INDEMNIFICATION AND HOLD HARMLESS

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

#### 12. AUTHORITY

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

	CITY	Y OF LITTLETON, COLORADO
	Ву:_	Michael Penny, City Manager
APPROVED AS TO FORM		CONTRACTOR
Ву:	By:_	James F. Charlier President

#### **EXHIBIT A**

To Agreement between the City and CHARLIER ASSOCIATES, INC.

- 1. <u>Scope of Services</u>. The Contractor hereby agrees to and accepts responsibility to perform the services described on the attached Exhibit B (Scope of Services/Proposal).
- 2. <u>Time of Performance</u>. Performance of the Services of the Contractor shall commence on 11/18/2015 and shall be completed, or shall end, by 11/18/2017.
- 3. <u>Compensation</u>. The City agrees to compensate the Contractor for the performance of the Services detailed in Exhibit B, as follows:
  - A. <u>Lump Sum</u>: The total sum of \$ 0.00 for the Services described in Exhibit B. If the City is satisfied with Contractor's performance, the City shall pay this sum within forty-five (45) days of receipt of Contractor's invoice indicating that it has completed the Services. Non-reimbursable Costs, Charges, Fees, or Other Expenses. Any fee, cost, charge, fee, or expense incurred by the Contractor shall be deemed a non-reimbursable cost and shall be borne by the Contractor and shall not be billed or invoiced to the City and shall not be paid by the City. <u>If dollar amount in this Sub-paragraph A, Lump Sum, is zero, this Sub-paragraph shall void and of no effect.</u>
  - B. Time and Material: The Contractor shall perform the Services described in Exhibit B and shall invoice the City for work performed by task as described in Exhibit B. Total compensation (including any and all mobilization costs, other costs, charges, fees, or other expenses that might otherwise be incurred by other contractors and payable as a reimbursable expense) shall not exceed \$200,000.00 The Contractor shall submit invoices and requests for payment in a form acceptable to the City. Invoices shall not be submitted more often than once each month unless otherwise approved by this Agreement or in writing by the City. Unless otherwise directed or accepted by the City, all invoices shall contain sufficient information to account for all Contractor time (or other appropriate measure(s) of work effort) and all authorized reimbursable expenses for the Services during the stated period of the invoice. Following receipt of a Contractor's invoice, the City shall promptly review the Contractor's invoice. The City may dispute any Contractor time, reimbursable expense, and/or compensation requested by the Contractor described in any invoice and may request additional information from the Contractor substantiating any and all compensation sought by the Contractor before accepting the invoice. When additional information is requested by the City, the City shall advise the Contractor in writing, identifying the specific item(s) that are in dispute and giving specific reasons for any request for information. The City shall pay the Contractor within forty-five (45) days of the receipt of an invoice for any undisputed charges or, if the City disputes an item or invoice and additional information is requested, within thirty (30) days of acceptance of the item or invoice by the City following receipt of the information requested and resolution of the dispute. To the extent possible, undisputed charges within the same invoice as disputed charges shall be timely paid in

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

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

#### Notes:

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

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

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

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

2. Geographic boundaries of this project will be:

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

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

MINA

#### Task 1. Project Kick-Off

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

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

#### Task 2. Pedestrian Vision Workshop

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

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

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

#### Task 3. Parking Audit and Workshop

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

#### **Subtask 3.1 Update Parking Inventory**

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

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

#### Subtask 3.2 Parking Audit

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

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

Event 3: parking field counts - December and January

Subtask 3.2 Deliverable: Parking audit – data and maps.

#### Subtask 3.3 Parking Workshop

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

Event 4: Evening public forum and Downtown parking stakeholder workshop

#### Task 3.3 Deliverables:

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

#### Task 4. Downtown Access and Circulation Plan

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

#### Subtask 4.1. Multimodal Networks

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

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

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

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

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

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

#### Task 4.1 Deliverable:

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

#### Subtask 4.2. Access and Circulation Action Plan

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

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

#### Task 4.2 Deliverable:

• Prioritized Action Plan Document.

#### Task 5. Downtown Streetscape Prototype Development

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

#### Subtask 5.1. Space Allocation and Alternative Design Ideas

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

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

Event 6: Open house and tour - "Out and About in Downtown Littleton"

#### Task 5.1 Deliverable:

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

#### Subtask 5.2. Concept Design Report

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

#### Task 5.2 Deliverable:

Concept Design Report – Prototype Downtown Streetscapes

#### Task 6. Littleton Boulevard Concept Plan

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

#### Subtask 6.1. Great Streets Evaluation

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

#### Task 6.1 Deliverable:

Great Streets Presentation.

#### Subtask 6.2. Concept Design Report

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

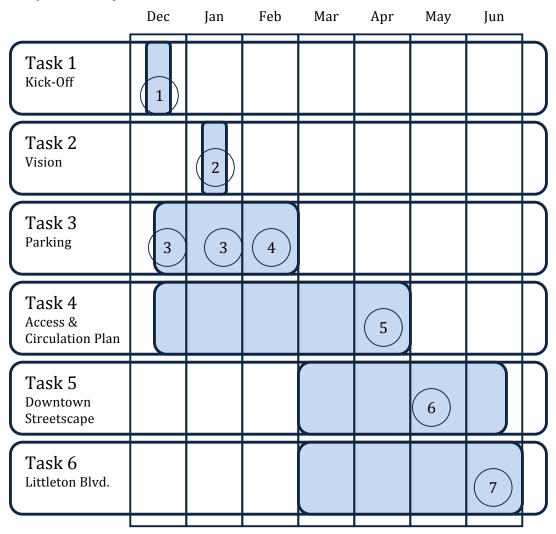
Event 7: Council presentation - design opportunities - Downtown and Littleton Boulevard

#### Task 6.2 Deliverable:

• Concept Design Report – Littleton Boulevard Prototype Sections.

MINT

#### **Proposed Project Schedule**



(e) events

#### Budget

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

MINT

#### **Team Roles and Qualifications**

The proposed team is comprised of three firms:

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

#### Charlier Associates will:

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

#### Studio Insite will:

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

#### Blue Zones will:

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

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

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

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



#### City of Littleton

Littleton Center 2255 West Berry Avenue Littleton, CO 80120

#### **Staff Communication**

File #: Ordinance 110-2015, Version: 3

Agenda Date: 12/15/2015

Subject:

Ordinance on second reading approving an agreement with Lockheed Martin Corporation for fire protection and emergency medical services

Presented By: Chris Armstrong, Fire Chief

#### **POLICY QUESTION:**

Does city council support entering into a contract with Lockheed Martin for fire protection and emergency medical services?

#### **BACKGROUND:**

The City of Littleton has supplemented and supported Lockheed Martin Emergency Services for approximately 10 years, providing medical transport and fire response when needed. Lockheed Martin has requested to contract these services on a full time permanent basis. Littleton Fire Rescue would provide these services from the proposed Fire Station 19, to be located on Wadsworth Boulevard near Trailmark.

#### **STAFF ANALYSIS:**

The revenue collected from this contract for services would offset the City's annual cost for Fire Station 19. Furthermore this station provides us the opportunity to provide these services to Lockheed Martin within an acceptable response time.

#### **FISCAL IMPACTS:**

There is no additional fiscal impact to the city for contracting these services.

#### STAFF RECOMMENDATION:

Staff recommends approval of the ordinance.

#### PROPOSED MOTION:

I move to approve on second reading the ordinance approving an agreement with Lockheed Martin Corporation for fire protection and emergency medical services, subject to and contingent upon adoption of Ordinance 106-2015 appropriating funds for construction of Fire Station 19.

1	CITY OF LITTLETON, COLORADO
2 3	ORDINANCE NO. 110
4	G . 2017
5 6	Series, 2015
7 8	INTRODUCED BY COUNCILMEMBERS:
9 10 11 12 13	AN ORDINANCE OF THE CITY OF LITTLETON, COLORADO, APPROVING AN AGREEMENT WITH LOCKHEED MARTIN CORPORATION FOR FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES
14 15	WHEREAS, Lockheed Martin Corporation has requested the city provide fire protection and emergency services for their Waterton Canyon facility; and
16 17	WHEREAS, the city desires to provide such services;
18 19 20	NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LITTLETON, COLORADO, THAT:
21 22 23 24	Section 1: The Agreement with Lockheed Martin Corporation is hereby approved.
25 26 27 28 29 30	<b>Section 4:</b> Severability. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of this ordinance. The City Council hereby declares that it would have passed this ordinance, including each part, section, subsection, sentence, clause or phrase hereof, irrespective of the fact that one or more parts, sections, subsections, sentences, clauses or phrases may be declared invalid.
31 32 33 34 35	<b>Section 5:</b> Repealer. All ordinances or resolutions, or parts thereof, in conflict with this ordinance are hereby repealed, provided that this repealer shall not repeal the repealer clauses of such ordinance nor revive any ordinance thereby.
36 37	INTRODUCED AS A BILL at a regularly scheduled meeting of the City Council
38	of the City of Littleton on the $1^{st}$ day of December, 2015, passed on first reading by a vote of $\underline{5}$
39	FOR and 2 AGAINST; and ordered published by posting at Littleton Center, Bemis Library, the
40	Municipal Courthouse and on the City of Littleton Website.
41	PUBLIC HEARING on the Ordinance to take place on the 15th day of December,
42	2015, in the Council Chambers, Littleton Center, 2255 West Berry Avenue, Littleton, Colorado,

	Series, 2015 Page 2	
43	at the hour of 6:30 p.m., or as so	oon thereafter as it may be heard.
44		
45	PASSED on second and	I final reading, following public hearing, by a vote ofFOR
46	and AGAINST on the 1	5 <sup>th</sup> day of December, 2015 and ordered published by posting at
47	Littleton Center, Bemis Library	, the Municipal Courthouse and on the City of Littleton Website.
48	ATTEST:	
49	Was de Haffe au	Proce O. Persland
50 51	Wendy Heffner CITY CLERK	Bruce O. Beckman MAYOR
52	CITT CEEINI	
53	APPROVED AS TO FORM:	
54		
55 56	Kristin Schledorn	
57	CITY ATTORNEY	
58		
59		

## Proposed Contract Between the City of Littleton

And

**Lockheed Martin Space Systems** 

For

Fire & EMS Services

#### **AGREEMENT**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 2015, by and between the CITY OF LITTLETON, a municipal corporation (hereinafter referred to as the "City"), and LOCKHEED MARTIN CORPORATION, a Maryland corporation acting through its Lockheed Martin Space Systems business area (hereinafter referred to as "LMSSC"). City and LMSSC may each be referred to as a "Party" or collectively as the "Parties."

WHEREAS, LMSSC has heretofore operated a fire department and ambulance to serve its internal requirements, but now desires to obtain fire protection and emergency medical services from City for the LMSSC facilities and property located at South Wadsworth Boulevard, Littleton, Colorado as identified in Exhibit 1 (hereinafter referred to as the "LMSSC Facility"); and

WHEREAS, City desires to provide such services;

NOW, THEREFORE, IT IS AGREED by and between the Parties as follows:

- 1. Services. City shall provide in a safe and professional manner fire protection and emergency medical services (the "Services") as further described in this Agreement for the LMSSC Facility at a level of service meeting the Service Level Criteria described in Exhibit 2. In order to achieve and maintain these service levels, City recognizes that among other things it must build and maintain a fire station in the vicinity of the LMSSC Facility. City shall construct such a station along Highway 121 south of Trailmark Parkway and use all reasonable efforts to cause that station to be sufficiently equipped, manned and placed in full operation by Littleton Fire Rescue ("LFR") not later than October 1, 2016. The actual date upon which that station is sufficiently equipped, manned and placed in full operation shall be referred to as the "Service Commencement Date." Following the Service Commencement Date, City shall continue to provide the Services during the Term of this Agreement.
- 2. Service Level Criteria. Should City fail to satisfy Service Level Criteria set forth in Exhibit 2 for five out of any six consecutive months or for eight out of any twelve consecutive months, then the Parties agree to fund a standards of coverage study to determine the changes necessary to meet the agreed on service levels. The Review Committee described in Section 9 below, shall endeavor to agree promptly on the terms of a Request for Proposals and contract for engagement of a consultant to perform this study. If the Parties do not agree on a course of action within 30 days after receiving the report on the study, then either of the Parties may submit any material disputes to a mediator as provided in Section 7 in this Agreement.
- 3. Specific Services Included.

- (a) <u>Administration</u>. All personnel, equipment and administration necessary to furnish the Services on a turnkey basis shall be provided by City, by and through Littleton Fire Rescue ("LFR").
- (b) <u>Fire Protection and Emergency Medical Services</u>. The fire protection and emergency medical Services provided by City under this Agreement shall include, without limitation, the following, all of which shall be provided in accordance with Exhibit 2:
  - (i) Fire suppression;
  - (ii) Emergency medical services (EMS) at the Advanced Life Support (ALS) level;
  - (iii) EMS patient transport;
  - (iv) Investigation and fire cause determination;
  - Maintenance of adequate records of activities satisfying Insurance Services
     Office (ISO) standards.
  - (vi) Coordination between the LFR Public Information Officer (PIO) and the communications representative designated by LMSSC regarding incident coverage during or following emergency incidents.
- (c) Additional Services. City shall also provide the following services for the LMSSC Facility:
  - (i) Fire and life safety inspections at LMSSC shall be conducted by LMSSC. LFR will participate in annual site inspections conducted by LMSSC for the purposes of pre-planning and training.
  - (ii) Participate in LMSSC Facility emergency management planning and commit command staff to emergency operations centers when required.
  - (iii) Specialized Services. Other specialized services to be provided by or through LFR mutual aid include: hazardous materials emergency response, wild land fire suppression, confined space rescue, and all other activities reasonably and customarily associated with emergency services.
  - (iv) LMSSC shall have direct access to the Fire Chief of LFR for the purpose of seeking information. LMSSC shall not give direction to LFR management.
- (d) <u>General Terms of Services</u>. The following general terms shall apply to the provision of the Services:
  - (i) The Services shall be available continuously, twenty-four hours per day, seven days per week, 365 days per year, at the levels set out in Exhibit 2. The Services shall be provided in accordance with Colorado and federal laws.
  - (ii) Under no circumstances shall City liable to LMSSC for an interruption in or failure of the Services caused by acts of God, unavoidable accident, or other circumstances beyond the control of City through no fault of its own.
  - (iii) City shall provide LMSSC with reports and evaluations of the fire protection and emergency medical response services on a monthly basis (delivered within 15

- days following the close of each month) in a format agreed upon by the Parties that includes a statement of total response time for each month and compliance with other Service Level Criteria.
- (iv) The Parties shall keep one another informed of significant developments, issues, or concerns related to the efficient delivery of fire protection and emergency medical services for the LMSSC Facility.
- 4. Compensation for Services. LMSSC shall pay to City compensation for the Services provided. The compensation amounts and payment schedule during the initial Term of this Agreement, consisting of a non-recurring Initial Fee associated with commencement and the first Service Year of the Services and a recurring Annual Fee for Services during the second and subsequent Service Years, are set forth in Exhibit 3. Each of the Initial Fee and Annual Fees are payable in installments as set forth in Exhibit 3. Without derogating any rights of LMSSC under Section 2 or otherwise arising due to failure of City to satisfy any of the Service Level Criteria set forth in Exhibit 2. City shall provide LMSSC with such information as may be required from time to time to facilitate LMSSC's payment by electronic funds transfer. A Service Year is a one-year period beginning on the first day of a calendar month falling on or after the Service Commencement Date or any anniversary of that first day of a calendar month.
- 5. Coordination of Services Transfer/Contribution of LMSSC Fire Trucks. In that LMSSC plans to cease operations of its industrial fire department upon the Service Commencement Date, LMSSC shall turn over to City on or about the Service Commencement Date the fire trucks identified in Exhibit 3. City shall have the right to inspect such fire trucks upon or before execution of this Agreement. LMSSC shall provide to City an assignment of the title and any manufacturer warranties concurrently with turning over the fire trucks, or as soon thereafter as feasible. LMSSC shall receive a credit in the amounts stated in the Exhibit 3 for each of the fire trucks turned over to City, to be applied to the Initial Fee described in Exhibit 3. The fire trucks shall be turned over to City in a similar condition as the vehicles are in as of the date of this Agreement, reasonable wear and use and additional mileage excepted. In the event the vehicles are not in a similar condition, in City's reasonable discretion, the City shall have the right to reduce the credit amounts in Exhibit 3. NO WARRANTY FROM LMSSC TO CITY IS EXPRESS OR IMPLIED IN CONNECTION WITH THIS TRANSFER OR SALE. LMSSC SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. In order for the Parties to coordinate transfer of the Services to City, City shall give LMSSC 60 days advance notice of the anticipated Service Commencement Date and shall communicate from time to time prior to initiation of the Services in order to facilitate coordination. Upon such date as City believes to be the Service Commencement Date, City shall furnish LMSSC with evidence thereof. If the Parties agree as to the date that the Service Commencement Date has occurred, they shall document that agreement in a writing similar to that shown as Exhibit 4. Subject to any applicable requirements of law, the City will establish a recruitment process for personnel

employed by LMSSC who are Firefighter I and EMT certified as of the hiring posting date. The city will provide this hiring opportunity for no more than 6 LMSSC employees who meet the minimum qualification for hiring and offer no guarantees for employment.

- Years, unless earlier terminated as provided herein. At least three (3) years prior to the expiration of the initial Term, the Parties shall enter into discussions regarding renewal of the Term. LMSSC may terminate this Agreement with or without cause and at any time, upon thirty-six (36) months written notice. In the event that the Service Commencement Date has not occurred within one (1) year from the date of execution of this Agreement, LMSSC may terminate this Agreement with or without cause upon thirty (30) days written notice to City. In the event of termination of this Agreement after the Service Commencement Date, the compensation payable by LMSSC shall be calculated on a pro-rata basis applied to the applicable Annual Fee. In the event of termination of this Agreement prior to the Service Commencement Date, City shall return to LMSSC the entire amount of its payments made to City.
- 7. **Mediation.** In the event a dispute arises under this Agreement, neither Party will commence litigation before first submitting such dispute to non-binding mediation. The Parties shall endeavor to reach agreement on a mediator, but upon failure to reach such an agreement within twenty days, a Party may submit a request to the American Arbitration Association to name a mediator. The Parties shall meet with the mediator in an attempt to settle the dispute. The parties shall share equally the fees and costs of the mediation, provided, however, each Party shall be responsible for its own attorney fees. If the Parties are unable to resolve the dispute within ninety (90) days after engagement of the mediator, either Party may thereafter initiate litigation to resolve the dispute or take any other action permitted under this Agreement. Notwithstanding the foregoing, if the dispute involves a matter of immediate public safety, the Parties may commence litigation or take other reasonable legal measures without first submitting such dispute to mediation.
- 8. Amendments. If City or LMSSC wishes to amend the terms of this Agreement, the Party desiring to amend this Agreement shall give written notice of the intent to the other Party. That written notice shall set forth the proposed amendment and shall designate the Party who will serve as the negotiating representative for the Party giving the notice. Within fifteen (15) days from the date of receipt of said written notice, the Party receiving the notice shall designate its negotiation representative and shall inform the Party giving the notice of this choice. The negotiating representatives shall attempt in good faith to reach an agreement concerning the proposed amendment. In any event, no amendment to this Agreement shall be effective unless in a writing duly executed by both Parties.

- 9. Review Committee. The Fire Chief of LFR (or his or her designee) and the Plant Protection & Emergency Services Sr. Manager of LMSSC (or his or her designee) shall collectively comprise a Review Committee that shall oversee effective operation of this Agreement. The Review Committee shall meet promptly upon the request of the representative of either Party to address any matter of concern and, in any event, shall meet annually unless waived by the Parties.
- 10. No Waiver of Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity as to non-Parties that may be available by law to a Party, its elected and appointed officials, employees, contractors, or agents, or any other person acting on behalf of City and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.
- 11. Severability. Invalidation of any of the provisions of this Agreement or any paragraph, clause, sentence, phrase, or word herein or the application thereof in any given circumstances shall not affect the validity of any other provision of this Agreement.
- 12. Governing Law, Venue, and Enforcement. This Agreement shall be governed by, and construed and enforced in accordance with, the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Jefferson County, Colorado. To reduce the cost of dispute resolution and to expedite the resolution of disputes under this Agreement, the Parties hereby waive any and all right either may have had to request a jury trial in any civil action relating primarily to the enforcement of this Agreement. The Parties agree that the rule that ambiguities in a contract are to be construed against the drafter shall not apply to the interpretation of this Agreement.
- 13. Notices. Any notice given in connection with this Agreement shall be in writing with copies directed as indicated below. Notice shall be deemed to have been given upon receipt by the person to whom it is directed or at the identified office of that person.

City:

City of Littleton 2255 West Berry Avenue Littleton, Colorado 80120 Attn: Fire Chief

#### LMSSC:

Lockheed Martin Space Systems Company P.O. Box 179 – MS Denver, Colorado 80201 Attn: With a duplicate copy to:

City of Littleton 2255 W. Berry Avenue Littleton, Colorado 80120 Attn: City Attorney

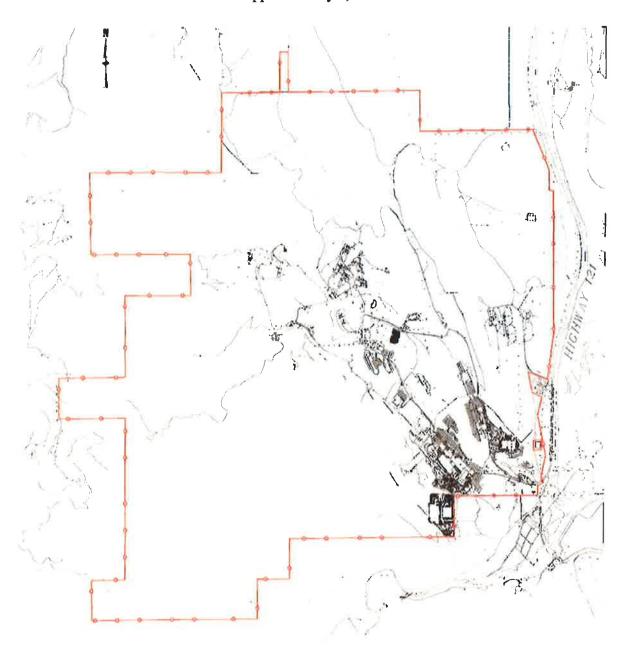
#### With a duplicate copy to:

Lockheed Martin Space Systems Company P.O. Box 179 – MS 5120 Denver, Colorado 80201 Attn: General Counsel 14. Entire Agreement. This Agreement together with the attached Exhibits 1 through 4 constitutes the entire contract between the Parties in connection with the subject matter hereof, and there are no other agreements or understandings, written or oral, except as provided herein.

A TRIPING OF	CITY OF LITTLETON
ATTEST:	By:
City Clerk	Name: Title:
APPROVED AS TO FORM	Date:
City Attorney	
ATTEST:	LOCKHEED MARTIN CORPORATION Lockheed Martin Space Systems Company
	By:
Assistant Secretary	Name:
	Title:
	Date:

EXHIBIT 1 LMSSC FACILITY

The sketch below LMSSC Facility shows the approximate boundaries of the property amounting to approximately 5,400 acres.



### EXHIBIT 2 SERVICE LEVEL CRITERIA

#### Standards of Response

The following response time criteria are adopted as the prescribed level of service for incidents within the LMSSC Facility. Response times for the first unit arriving at LMSSC will be the within the average time of 7:00 minutes.

#### ISO Class Rating

Currently LFR carries an ISO Class 3 rating. It is the intent of the Parties that LFR maintains at least this rating or its equivalent.

#### Unit Equipment and Staffing

All engines and medic units will be staffed and equipped to the Advanced Life Support (ALS) level unless exigent circumstances exist.

In order to meet operational needs, personnel and apparatus may be assigned to different fire stations at the discretion of the Fire Chief.

## **EXHIBIT 3 COMPENSATION DURING INITIAL TERM**

#### Initial Fee Payable by LMSSC for Commencement and First Service Year:

\$400,000 payable during construction as follows:

- \$200,000 payable on the date 45 days after execution of this Agreement (but not sooner than 10 days after execution of the main construction contract for the applicable fire station)
- \$200,000 payable on the date 30 days prior to the projected Service Commencement Date

\$400,000 payable with respect to equipping and operating during first Service Year:

- \$250,000 payable on the date thirty (30) days following the actual Service Period Commencement Date\*
- \$150,000 payable on the date six (6) months following the actual Service Commencement Date
- \* The stated amount of the fee may be paid by LMSSC partially in kind by delivery to LFR of certain LMSSC fire trucks at or about the Service Commencement Date. The fire trucks delivered shall be credited against the initial funding in the amounts shown below beside the item:

Fire Truck Description	Agreed Value
Pierce Squirt/Ladder Engine – 1998 DN#272	\$60,000
Ford F450 Brush Truck - 2006 DN#964	\$28,000

#### Annual Fee Payable by LMSSC for Service Years 2-15 of the Term:

LMSSC shall pay the annual fee in the amounts listed below (\$300,000 per Service Year increased by two percent (2%) per year) in quarterly installments each equal to one-fourth of the annual fee on the first day of each Service Year and each three months thereafter during the Service Year.

Service Year*	Calendar Year of Service Year End**	Annual Fee	Service Year*	Calendar Year of Service Year End*	Annual Fee
2nd	2018	\$300,000	9th	2025	\$344,605
3rd	2019	\$306,000	10th	2026	\$351,497
4th	2020	\$312,120	11th	2027	\$358,527
5th	2021	\$318,362	12th	2028	\$365,697
6th	2022	\$324,729	13th	2029	\$373,011
7th	2023	\$332,224	14th	2030	\$380,471
8th	2024	\$337,843	15th	2031	\$388,081

- \*A Service Year, defined in Clause 4, is a one-year period beginning on the first day of a calendar month falling on or after the Service Commencement Date or any anniversary of that first day of a calendar month.
- \*\*The stated year is the calendar year during which the Service Year ends. The occurrence of the end of the second Service Year in 2018 (and similarly for succeeding Service Years) is based on the Service Commencement Date occurring in 2016.

## EXHIBIT 4 DOCUMENTATION OF SERVICE COMMENCEMENT DATE

[City Letterhead]

[Date] Lockheed Martin Space Systems Company 12257 South Wadsworth Blvd. Littleton, CO 80125
Littleton Fire Rescue, City of Littleton, Colorado, has substantially completed construction, equipping and manning of a new fire station at, and as of this day of, 2016, has commenced the full operation of said fire station such that it is providing firefighting and emergency medical services planned to satisfy the Service Level Criteria set forth in Exhibit 2 of the Agreement between Lockheed Martin Space Systems Company and the City of Littleton, dated 2015. Accordingly, the City of Littleton represents that the Service Commencement Date occurred as of said date
LITTLETON FIRE RESCUE
Chief, Littleton Fire Rescue
LOCKHEED MARTIN CORPORATION, Lockheed Martin Space Systems Company, concur that the Service Commencement Date occurred on2016.
[Name] [Title] [Date]

# Littleton

#### City of Littleton

Littleton Center 2255 West Berry Avenue Littleton, CO 80120

#### **Staff Communication**

File #: Ordinance 106-2015, Version: 2

Agenda Date: 12/15/2015

#### Subject:

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

Presented By: Doug Farmen, Finance Director

#### **POLICY QUESTION:**

Does city council support an amendment to the 2016 annual appropriation for the City of Littleton?

#### **BACKGROUND:**

The construction budget for Fire Station 19 is \$2,600,000. Based on the new services delivered from this facility by fire, police and public works, these costs will be funded by impact fees. In addition, the Lockheed Martin contract stipulates that \$312,000 will be paid toward constructing this facility and Littleton Fire Protection District (LFPD) will pay \$500,000 as a capital contribution for Station 19. These amounts will be passed-through the Capital Projects Fund. The remaining funding is derived from current impact fee fund balances and an interfund loan of \$893,000, collectible within the next three years. Through 12/4/15, city expenditures on this project were \$25,470 (general ledger account 34-221-7821) which is part of the \$2.6 million budget.

The annual operating cost of the fire station including staffing is \$1,500,000. Based on proposed reimbursement agreements with the LFPD and Lockheed Martin, \$700,000 or 47% of the annual operating costs will be reimbursed in the first full contract year. The total cost is appropriated and is offset by cost reimbursement.

These funds are recommended to be increased:

#### General Fund - \$875,000

The \$875,000 appropriation represents seven months of the annual operating cost in 2016 of \$1,500,000 anticipated annual operating costs. For this partial year of funding the operating costs, 64% or \$558,334 will be paid by LFPD and Lockheed Martin, leaving the city's obligation at 36% or \$316,666.

#### <u>Impact Fee Funds - \$1,788,000</u>

The cost to construct Fire Station 19 is \$2,600,000. The funding for this project will be: facilities impact fees \$832,000, police impact fees \$290,000, fire impact fees \$666,000, and the capital projects fund \$812,000.

#### Capital Projects Fund - \$1,705,000

There is a Resolution for interfund loans totaling \$893,000 for council consideration related to this appropriation request. The additional request of \$812,000 is for the Lockheed Martin and LFPD capital contribution expended from and reimbursed into this fund.

#### File #: Ordinance 106-2015, Version: 2

The city's first reading of this ordinance inadvertently requested \$1,081,000 as the interfund loan amount. This was incorrect as existing impact fee funds are \$895,000; here is the revised funding schedule:

Existing impact fee funds \$895,000

Capital Projects Fund \$812,000 (to be reimbursed by the fire service partner contracts)

Loan from CP Fund \$893,000 Fire Station #19 Construction \$2,600,000

#### **STAFF ANALYSIS:**

The city staff has developed a funding mechanism for the construction and operational costs for Fire Station 19.

#### **FISCAL IMPACTS:**

The 2016 budget appropriation will increase by \$4,368,000 if council approves the ordinance.

#### STAFF RECOMMENDATION:

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

#### **PROPOSED MOTION:**

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

1	CITY OF LITTL	ETON, COLORADO
2		
3		NCE NO. 106
4	Seri	es, 2015
5 6	INTRODUCED BY COUNCILMEMBERS	
7 8	AN ORDINANCE OF T	HE CITY OF LITTLETON,
9		ORDINANCE NO. 95 SERIES
10	· · · · · · · · · · · · · · · · · · ·	"ANNUAL APPROPRIATION
11		AL PURPOSES OF THE CITY
12		UNTIES OF ARAPAHOE,
13		AS, STATE OF COLORADO,
14		BEGINNING JANUARY 1, 2016
15	AND ENDING DECEMBER	,
16		,
17		
18	WHEREAS, Ordinance No.	95, Series of 2015 established the annual
19	appropriation for municipal purposes for the C	ty of Littleton, Colorado;
20		
21	WHEREAS, appropriations ha	ve theretofore been made for the expenditures of
22	monies pursuant to said budget; and	
23		
24	WHEREAS, the necessity of re	ceiving and expending additional monies from the
25	various funds could not have been reasonable	y anticipated during the time of adoption of the
26	budget and appropriation of funds in accordance	e therewith;
27		
28	·	ORDAINED BY THE CITY COUNCIL OF
29	THE CITY OF LITTLETON, COLORADO	), THAT:
30		
31		City of Littleton for the fiscal year beginning
32	•	2016, is hereby amended by additions to the
33	following funds:	
34		
35	<u>FUND</u>	<u>EXPENDITURE</u>
36		Ф 075,000
37	General Fund	\$ 875,000
38	Impact Fee Funds	\$ 1,788,000
39	Capital Projects Fund	\$ 1,705,000 \$ 4,368,000
40 41	Total	\$ 4,368,000
42	<b>Section 2:</b> The provisions	of the annual appropriations Ordinance No. 95,
43	•	the total of all fund expenditures amended to
44	\$90,181,530.	the total of all fund expenditures amended to
45	\$70,101,550.	
-		
46	INTRODUCED, AS A BILL at t	he regularly scheduled meeting of the city council of
47	the of the City of Littleton, Colorado, on the 1st d	ay of December, passed on first reading by a vote of

1	5 FOR and 2 AGAINST; and ordered published by posting at the Littleton Center, Bemis Library,		
2	the Municipal Courthouse and on the City of Littleton Website.		
3	PUBLIC HEAR	ING on the Ordinance to take place on the 15 <sup>th</sup> day of December,	
4	2015, in the Council Chamber,	Littleton Center, 2255 West Berry Avenue, Littleton, Colorado,	
5	at the hour of 6:30 p.m., or as s	oon thereafter as it may be heard.	
6	PASSED on second and final reading, following public hearing, by a vote of		
7	FOR and AGAINST on the 15 <sup>th</sup> day of December, 2015 and ordered published by posting at		
8	Littleton Center, Bemis Library	, the Municipal Courthouse and on the City of Littleton Website.	
9	ATTEST:		
10			
11	Wendy Heffner	Bruce O. Beckman	
12	CITY CLERK	MAYOR	
13			
14	APPROVED AS TO FORM:		
15			
16 17	Kristin Schledorn		
18	CITY ATTORNEY		
19			



## Wendy Heffner < wheffner@littletongov.org>

# **Fwd: For the Fire Station**

1 message

**Debbie Brinkman** <dbrinkman@littletongov.org>
To: Wendy Heffner <wheffner@littletongov.org>

Tue, Dec 8, 2015 at 4:11 PM

Cc: Michael Penny <mpenny@littletongov.org>

Wendy -

Please share with council and add to the record for 12/15. Thanks!

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

From:
Date: Tuesday, December 8, 2015
Subject: For the Fire Station
To: dbrinkman@littletongov.org

Debbie,

My huband Powell and I live in Trailmark, will be out of town for the meetings and will be unable to sign the petition.

We are both solidly in favor of the fire station.

Thank you for you work in the matter.

Trudy Winstead

Debbie Brinkman Mayor Pro Tem City of Littleton

720-224-1314

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



# City of Littleton

# **Staff Communication**

File #: Ordinance 107-2015, Version: 2

Agenda Date: 12/15/2015

# Subject:

Ordinance on second reading awarding and approving a construction contract for Fire Station 19 with Golden Triangle Construction, Inc.

Presented By: Mark Relph, Public Works & Utilities Director

# **POLICY QUESTION:**

Does city council support awarding a contract to Golden Triangle Construction, Inc. for Fire Station 19 with a not-to-exceed guaranteed maximum price (GMP) of \$2,200,000 and authorizing the City Manager to issue a Notice to Proceed?

## **BACKGROUND:**

Staff worked with Intergroup Architects and Shaw Construction in evaluating sites and building options for the proposed Fire Station 19. After reviewing two specific sites and several different building alternatives, a preliminary plan, layout and a detailed cost estimate were drafted for the project. The estimated cost to construct the project including engineering and architectural fees is estimated at \$2,600,000 with the following detail:

•	Architectural & Engineering	\$	213,000
•	Owner provided items*	\$	187,000
•	Construction contract	<u>\$2</u>	,200,000
•	Total Construction Cost	\$2	,600,000

This fire station is intended to provide multiple purposes beyond traditional fire and emergency services. These purposes include police operations, storage for Public Works operations (e.g. snow & ice equipment), and community meetings.

#### Financing

This is a new capital project that will add new capital facilities and increase the level of city services; therefore the city's impact fees are eligible to fund specific sections of the building. Station 19 will be approximately 7,851 square feet. Based upon the intended uses and the estimated project cost, the approximate percentage of impact fees that are eligible for this project are as follows:

- Facilities 33%, or \$832,000
- Police 11%, or \$290,000
- Fire 56%, or \$1,478,000
- Total of \$2,600,000

# File #: Ordinance 107-2015, Version: 2

The next step is to contrast what is eligible against what is forecasted for impact fees. Through 2016, staff developed a financial model for impact fees based on existing and proposed development to assist in forecasting what might be available for this project. In addition, Lockheed Martin is dedicating \$312,000 and the Littleton Fire Protection District (LFPD) is dedicating \$500,000 to the construction project and is included in the assessment of resources. Below is an accounting and forecast of the applicable impact fees:

	<u>Facilities</u>	<u>Fire</u>	<u>Police</u>
Current - previous commitments	\$ 665,000	\$ 98,000	\$132,000
2016 projected revenue	\$1,327,000	\$388,000	\$273,000
Estimated available @ end 2016	\$1,992,000	\$486,000	\$405,000

To determine how much impact fee can be used for this project, the amount that is eligible must be greater than what is forecasted. If it is not, the balance or difference must be accounted for separately. By contrasting the amounts, the final assessment of impact fees are as follows:

Facilities Impact Fee	\$ 832,000
Police Impact Fee	\$ 290,000
Fire Impact Fee	\$ 666,000
Subtotal	\$1,788,000
Lockheed Martin	\$ 312,000
LFPD	\$ 500,000
Total project cost	<\$2,600,000>
	\$0

It is staff's recommendation to use an inter-fund loan from the Capital Fund for a period of three years to allow for additional fire impact fee revenue to be collected and to reimburse the Capital Fund. Council review and approval of this inter-fund loan is by separate action.

## Construction Approach

Fire Station 19 poses several challenges; the most significant is to construct it as soon as practicable to meet the terms of the contract with Lockheed Martin and the service expectations of the surrounding neighborhoods. Controlling costs when time is a significant goal with any public facility, specifically a building structure, requires minimizing the risk of change orders while still meeting the timeline. For this reason, staff proposes a construction delivery system known as a Construction Manager/General Contractor (CM/GC) with a guaranteed maximum price (GMP).

The CM/GC with a GMP is a well proven construction delivery system for both private and public sector projects in Colorado and throughout the nation. A contractor is hired while the project is being designed to create a team approach with the city and the architect in reviewing and critiquing the building. This helps assure the building meets architectural or aesthetic goals, remains functional from an operational and maintenance perspective, and also stays within a budget.

The CM/GC approach also allows more opportunity to accelerate the construction process while the project is still being designed. In this case, the GM/GC has a very distinct advantage over a more traditional "design, bid, build" approach in order to meet timeline goals. For example, as the project design is being finalized the city

<sup>\*</sup>Examples include computers, water and sewer tap fees and inside furnishings such as tables, chairs, beds and kitchen equipment

# File #: Ordinance 107-2015, Version: 2

could direct the CM/GC to proceed with site preparation and even the construction of the foundation. As part of this process, the pros and cons of such alternatives are weighed as a team, with time and cost being evaluated.

Once the building is closer to a finished design, the contractor seeks multiple and competitive bids for the trades involved establishing the GMP. This entire competitive bid process is completely transparent. Once the city accepts the GMP, the contractor proceeds with construction. Because GMP establishes the maximum price, there are very few opportunities, if any for change orders. At the end of the project, the final costs are reviewed and if the total cost is less than the GMP, the city is given back the difference.

This contract for a CM/GC with a GMP has three main cost components;

- 1. The fee for the initial design phase, or "pre-construction services";
- 2. The fee for performing the construction management and general contracting, including overhead and profit; and
- 3. The cost for site specific "general conditions."

The fee for pre-construction services (i.e. value engineering) is a lump sum cost, largely dictated by the schedule for design. The fee for the overhead and profit is a pre-agreed upon percentage of the total construction cost. The general condition cost is a lump sum largely based on the schedule and includes such costs as an on-site construction trailer with utilities, the cost of a project superintendent, on-site erosion control measures, security fencing, etc.

In summary, the advantages of the CM/GC with a GMP over a more traditional "design, bid, build" is several fold and include:

- Creates more of a team approach from design through construction.
- Maintains a competitive, transparent bid process.
- Provides a clear understanding of the cost, including the overhead and profit of the general contractor.
- Minimizes the risk of change orders through a GMP.
- Provides that if the final cost is less than the GMP, the city receives the difference.
- Provides more flexibility and opportunity to accelerate different elements of the project to meet project schedules.

# **Selection Process**

The city advertised for the CM/GC through a "Request for Proposals" and received eight submittals. A team reviewed, scored and screened the proposals. The review team included the city's Public Works Director, Finance Director, LFR Chief of Logistics, and Chris Sibilia of Intergroup Architects. The evaluation was based upon:

- Experience with the CM/GC approach and municipal building projects, specifically fire stations
- Team approach; specific team members, their role and experience
- Fees; pre-construction services, overhead & profit, insurance & bonding costs and general condition costs
- Project approach; communications, controlling costs and competitive bidding process
- Construction techniques and time; alternatives for meeting the budget and timeline

Four firms were selected for interviews. Those four firms included:

- GH Phipps
- Adolfson & Peterson Construction

# File #: Ordinance 107-2015, Version: 2

- Hyder Construction
- Golden Triangle Construction

These four firms were then interviewed and scored based upon the following weighted criteria:

- Proposed team, qualifications and roles 15%
- Understanding the project and key issues; proposed strategy and approach 20%
- Pricing 20%
- Differentiating and unique factors 25%
- Responses to the interview questions 20%

Golden Triangle Construction represented the best value for meeting the city's goals of constructing Fire Station 19.

Due to concerns with copyright and licensing restrictions of AIA contracts, the proposed construction contract with Golden Triangle Construction, Inc. is not attached to this council communication, but is available for review in the Department of Public Works.

## STAFF RECOMMENDATION:

It is staff's recommendation to award the construction contract to Golden Triangle Construction, Inc.

## **PROPOSED MOTION:**

I move to approve the ordinance on second reading awarding and approving a construction contract for Fire Station 19 with Golden Triangle Construction, Inc.

1	CITY OF LITTLETON, COLORADO
2 3	ORDINANCE NO. 107
4 5	Series, 2015
6 7	INTRODUCED BY COUNCILMEMBERS:
8 9 10 11 12	AN ORDINANCE OF THE CITY OF LITTLETON, COLORADO, AWARDING AND APPROVING A CONSTRUCTION CONTRACT FOR FIRE STATION 19 WITH GOLDEN TRIANGLE CONSTRUCTION, INC.
13 14 15	<b>WHEREAS</b> , the City of Littleton annexed the Trailmark subdivision in 1991 and identified Tract C as a location for a future fire station;
16 17 18 19 20	<b>WHEREAS</b> , the City of Littleton provides municipal services, including fire protection and Emergency Medical Service (EMS), to the Trailmark subdivision and the surrounding area;
21 22 23 24	<b>WHEREAS</b> , to improve response time to Trailmark residents and the surrounding area the city contracted with West Metro Fire Rescue at a cost of approximately \$320,000 annually for fire protection and EMS;
25 26 27 28	<b>WHEREAS</b> , Littleton Fire Rescue, along with its partners at Highlands Ranch Metro District and the Littleton Fire Protection District, recently completed a long-term emergency services masterplan, which recommended constructing a station in the Trailmark subdivision;
29 30 31 32	<b>WHEREAS</b> , Lockheed Martin has requested the City provide emergency services for their Waterton Canyon facility, which is located south of the Trailmark subdivision;
33 34 35 36	<b>WHEREAS</b> , the proposed station will provide parking and office space for law enforcement, storage for public works' snow and ice equipment, storage space for South Suburban Parks and Recreation's maintenance equipment, and a site for community meetings;
37 38 39	<b>WHEREAS,</b> the addition of this new capital facility will significantly increase the level, and improve the quality, of services delivered to city residents;
40 41 42 43	<b>WHEREAS</b> , constructing Fire Station 19 poses several challenges with a significant goal of placing the facility into service as soon as practicable to meet the service expectations of Lockheed Martin, surrounding neighborhoods and the Trailmark subdivision;
44 45 46 47	<b>WHEREAS</b> , a construction delivery system known as a Construction Manager/General Contractor (CM/GC) with a guaranteed maximum price (GMP) will accelerate the construction process while the project is still being designed; and

Ordinance No. Series, 2015 Page 2

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Proceed.

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Municipal Courthouse and on the City of Littleton Website.

WHEREAS, the city advertised for the CM/GC through a Request for Proposals, eight proposals were received and evaluated extensively by the review team including the city's Public Works and Utilities Director, Finance Director, Littleton Fire and Rescue Division Chief - Logistics and Littleton business Intergroup Architects, and the review team determined that Golden Triangle Construction, Inc. represented the best value for meeting the city's goal of constructing Fire Station 19;

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

**Section 1:** City Council hereby finds that it is necessary to expedite the construction of Fire Station 19 so that it may be placed into service in 2016; that use of a Construction Manager/General Contractor (CM/GC) construction delivery system, with a not-toexceed Guaranteed Maximum Price, is in the best interest of expediting such construction; and that the proposal submitted by Golden Triangle Construction, Inc. represents the best value to the city under the CM/GC construction delivery system.

**Section 2:** City Council hereby approves a construction contract with Golden Triangle Construction, Inc. for Fire Station 19, with a not-to-exceed Guaranteed Maximum Price of \$2,200,000.

> The City Manager is hereby authorized to issue a Notice to **Section 3**:

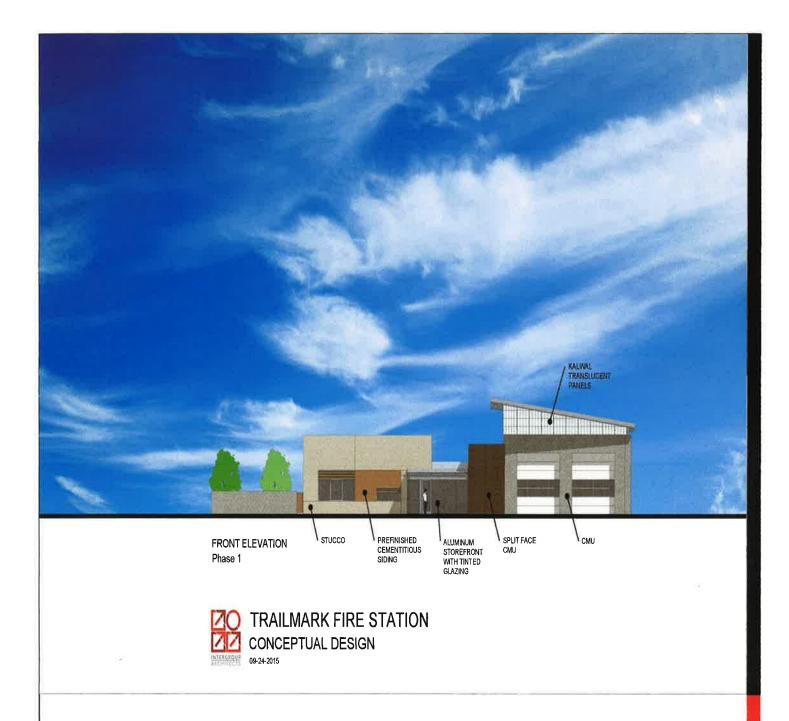
**Section 4:** Severability. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of this ordinance. The City Council hereby declares that it would have passed this ordinance, including each part, section, subsection, sentence, clause or phrase hereof, irrespective of the fact that one or more parts, sections, subsections, sentences, clauses or phrases may be declared invalid.

**Section 5:** Repealer. All ordinances or resolutions, or parts thereof, in conflict with this ordinance are hereby repealed, provided that this repealer shall not repeal the repealer clauses of such ordinance nor revive any ordinance thereby.

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

- of the City of Littleton on the 1<sup>st</sup> day of December, 2015, passed on first reading by a vote of 6
- 39 FOR and 1 AGAINST; and ordered published by posting at Littleton Center, Bemis Library, the

41	PUBLIC HEARING on the Ordinance to take place on the 15 <sup>th</sup> day of December		
42	2015, in the Council Chambers, Littleton Center, 2255 West Berry Avenue, Littleton, Colorado		
43	at the hour of 6:30 p.m., or as so	oon thereafter as it may be heard.	
44	PASSED on second and	final reading, following public hearing, by a vote ofFOR	
45	and AGAINST on the 1:	5 <sup>th</sup> day of December, 2015 and ordered published by posting at	
46	Littleton Center, Bemis Library,	, the Municipal Courthouse and on the City of Littleton Website.	
47	ATTEST:		
48			
49	Wendy Heffner	Bruce O. Beckman	
50	CITY CLERK	MAYOR	
51			
52	APPROVED AS TO FORM:		
53			
54			
55	Kristin Schledorn		
56	CITY ATTORNEY		
57			
58			



# LITTLETON FIRE-RESCUE

# FIRE STATION 19 PROPOSAL

Littleton Fire Rescue recently completed an Emergency Services Master Plan and a Standard of Coverage document outlining the future of LFR and its service delivery. These plans were supported by our Fire Partners, and this document contains information regarding the potential partnership between the Littleton Fire Protection District and the City of Littleton in building a new fire station to serve the citizens of these partners.

# LITTLETON FIRE-RESCUE

# **FIRE STATION 19 PROPOSAL**

# **LOCATION (see appendix A)**

The City of Littleton has proposed the station be built at the entrance of the Trailmark neighborhood on the Southwest corner of Trailmark Parkway and Wadsworth Blvd. The City owns the 1.3 acre site that was previously dedicated to construction of a new fire station. This location provides emergency response for nearly 30% of the incidents within the Littleton Fire Protection District while also allowing for on-time response to the Trailmark residents. Additionally, this location provides the ability to service Lockheed Martin's emergency response needs, further reducing the ongoing costs of maintaining and operating the station.

# STATION DESIGN/STAFFING (see appendix B)

The station has been designed as a 7,700 square foot facility with two apparatus bays. The station will also provide 5 bunkrooms to allow for future growth as needed/required. The station will initially be staffed with one Advanced Life Support Engine and three LFR personnel 24 hours per day, seven days per week. The station will also have a LPD office as well as workspace and bay area for public works. This was designed to ensure Littleton has the ability to provide full municipal services to the citizens of Trailmark.

# STATION COSTS (see appendix C)

The initial capital costs of building station 19 have been estimated at \$2,600,000 and there is currently no cost for land acquisition which would significantly increase the total startup costs. The current proposal for capital cost sharing for the Littleton Fire Protection District (LFPD) is \$500,000 over a five year period.

The ongoing operations and maintenance costs are estimated at \$1,500,000. These costs include salary and benefits for personnel, training, equipment, maintenance, insurance, fuel etc. The current proposal for annual operations/maintenance cost sharing for LFPD is 33%.

# RESPONSE TIMES/SERVICE DELIVERY (see appendix D)

The Master Plan and Standard of Coverage study conducted by ESCI in 2015 reviewed emergency response data for the areas served by Littleton Fire Rescue and made a recommendation to add an additional

#### **MASTER PLAN**

ESCI stated in the Master Plan 'The service improvement strategy demonstrates the deployment of emergency resources required to improve travel coverage the LFR service areas. Two additional fire stations would improve the effective response force capabilities within the southeastern corridor of Highlands Ranch and provide required coverage to the Trailmark area as well as LFPD West. This plan was endorsed and supported by our Fire Partners



fire station near the southwest border of the response area. This location would assist LFR in providing emergency services to the Trailmark area while also improving emergency responses on the West side of the Littleton Fire Protection District. The strategic placement of this station near Trailmark adds the benefit of being able to provide fire and EMS services to Lockheed Martin.

# CONTRACT FOR EMERGENCY SERVICES -LOCKHEED MARTIN (ATTACHED)

This is a 15 year contract for Fire and Emergency Services. Lockheed has agreed to a \$400,000 capital investment along with a \$400,000 contribution for the first year (due to increased start-up costs). Lockheed has two fire apparatus that would be considered for use, after inspection, that would offset the Lockheed contribution up to, but no more than \$88,000. Lockheed has agreed to a service contract of \$300,000 for year two forward with a 2% annual increase.

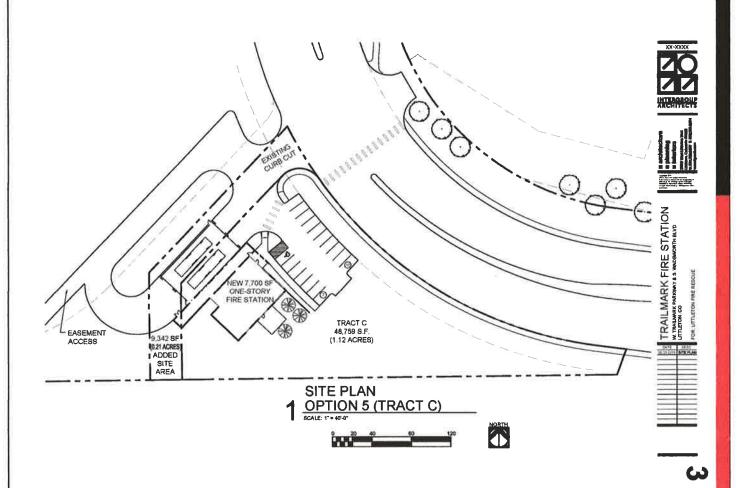
As the service provider for Lockheed, they have requested a 36 month termination clause due to the time it would take to start a new internal fire response team. We do not anticipate a need for this termination clause and have taken steps to create a committee to discuss the services provided to ensure a long and healthy partnership. Additionally, the city would benefit from continued payments for services during this time.

# **SUMMARY**

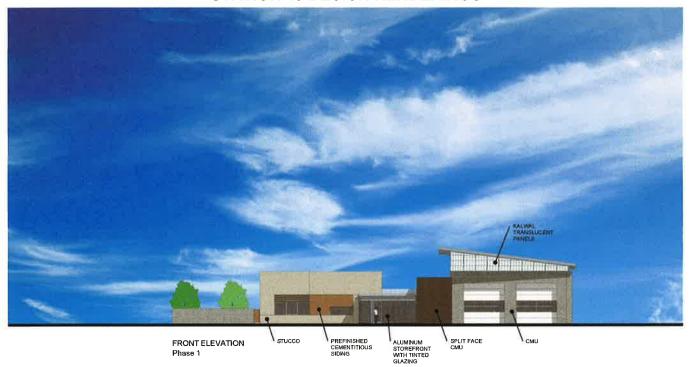
The City of Littleton and the Littleton Fire-Rescue Department have enjoyed a long and prosperous partnership with the Littleton Fire Protection District, and look forward to our future together in this project. In addition this business model also creates a strong private/public partnership with Lockheed Martin. We strongly feel this proposal, and the results of proceeding with this project, will benefit the city, our fire partners and most importantly, the citizens we serve. We feel this proposal demonstrates our commitment to the safety of our communities, to the execution of our Councils Goals and Objectives as well as our long term emergency services master plan.

# "Serving with Professionalism and Honor"

# APPENDIX A STATION 19 SITE PLAN



APPENDIX B
STATION 19 DESIGN RENDERINGS







PHASE 1 - VIEW FROM NORTHWEST





PHASE 1 - VIEW FROM SOUTHWEST

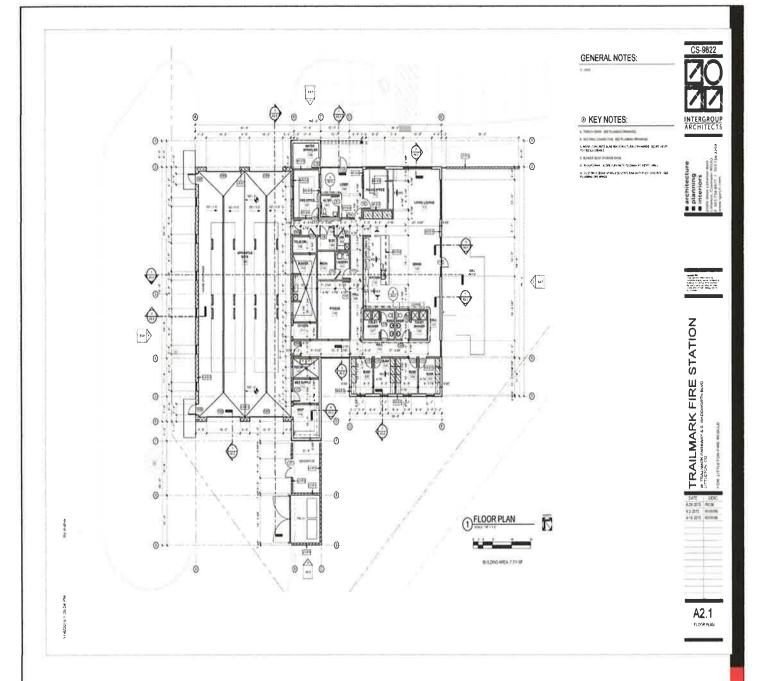






PHASE 1 - VIEW FROM NORTHEAST



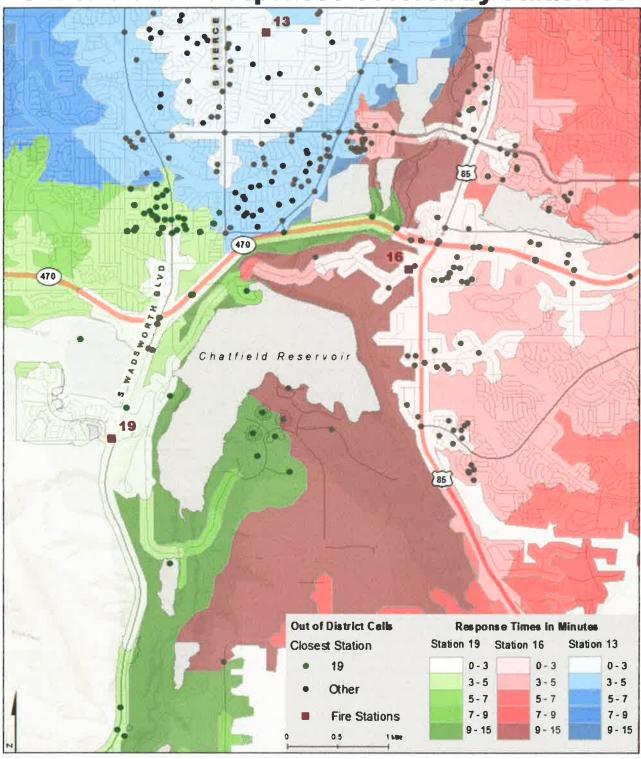


# **APPENDIX C - COST SHARING**

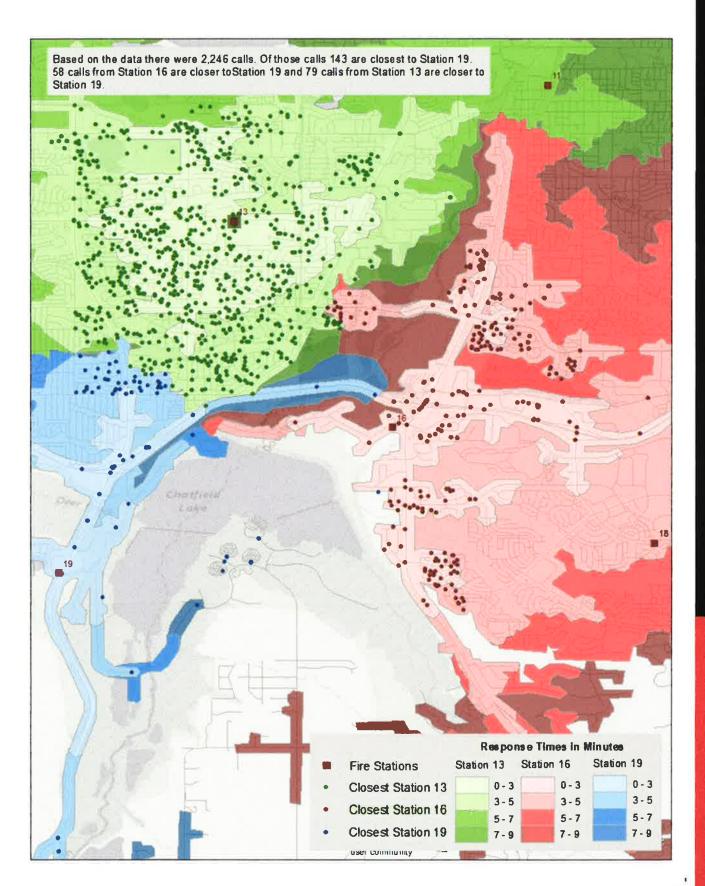
Station 19 ( Trailmark location) Start-Up Capital Costs	\$2,600,000
Lockheed Contribution *(see footnote)	\$312,000
Littleton Fire Protection District Contribution **(see footnote)	\$100,000
City of Littleton Contribution	\$2,188,000
Total Capital costs (50-year depreciation)	\$2,600,000
2016 Total Operations & Maintenance Requested Appropriation	\$875,000
2016 Partial Year Funding	
Lockheed Martin	
Contract Year One	\$400,000
Littleton Fire Protection District	
33% of Operations and Maintenance (1/3 of \$875,000)	\$291,667
Lockheed Revenue (Contract Year 1) Credit toward LFPD	\$133,333
Net Fire Protection District Costs (2016)	\$158,334
City of Littleton	
Requested Appropriation	\$875,000
Lockheed Revenue (Contract Year 1)	\$400,000
Littleton Fire Protection District Revenue (Year 1)	\$158,334
West Metro Contract Re-allocation (Partial year for cancelled contract)	\$183,000
Net increased budget to City of Littleton (2016)	\$133,666
2017 Total Operations & Maintenance Appropriation	\$1,500,000
2017 Full Year Funding	
Lockheed Martin	
Contract Year Two (and future years)	\$300,000
Littleton Fire Protection District	
33% of Operations and Maintenance	\$500,000
Lockheed Revenue (Contract Year 2) credit toward LFPD	\$100,000
Net Fire Protection District Costs (2017)	\$400,000
City of Littleton	
Requested Appropriation	\$1,500,000
Lockheed Revenue (Contract Year 2) credit toward City of Littleton	\$300,000
Littleton Fire Protection District Revenue (Year 2)	\$400,000
Micros Adores Consumer Devices of the state	\$183,000
West Metro Contract Re-allocation (cancelled contract)	

## APPENDIX D - RESPONSE MAPS

# **Out of District Responses Covered by Station 19**



In the past year Stations 13 and 16 had 509 out of district responses. 86 of these runs have a faster travel time from Station 19.



# **Proposed Contract Between the City of Littleton**

And

**Lockheed Martin Space Systems** 

For

Fire & EMS Services

## **AGREEMENT**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 2015, by and between the CITY OF LITTLETON, a municipal corporation (hereinafter referred to as the "City"), and LOCKHEED MARTIN CORPORATION, a Maryland corporation acting through its Lockheed Martin Space Systems business area (hereinafter referred to as "LMSSC"). City and LMSSC may each be referred to as a "Party" or collectively as the "Parties."

WHEREAS, LMSSC has heretofore operated a fire department and ambulance to serve its internal requirements, but now desires to obtain fire protection and emergency medical services from City for the LMSSC facilities and property located at South Wadsworth Boulevard, Littleton, Colorado as identified in Exhibit 1 (hereinafter referred to as the "LMSSC Facility"); and

WHEREAS, City desires to provide such services;

NOW, THEREFORE, IT IS AGREED by and between the Parties as follows:

- 1. Services. City shall provide in a safe and professional manner fire protection and emergency medical services (the "Services") as further described in this Agreement for the LMSSC Facility at a level of service meeting the Service Level Criteria described in Exhibit 2. In order to achieve and maintain these service levels, City recognizes that among other things it must build and maintain a fire station in the vicinity of the LMSSC Facility. City shall construct such a station along Highway 121 south of Trailmark Parkway and use all reasonable efforts to cause that station to be sufficiently equipped, manned and placed in full operation by Littleton Fire Rescue ("LFR") not later than October 1, 2016. The actual date upon which that station is sufficiently equipped, manned and placed in full operation shall be referred to as the "Service Commencement Date." Following the Service Commencement Date, City shall continue to provide the Services during the Term of this Agreement.
- 2. Service Level Criteria. Should City fail to satisfy Service Level Criteria set forth in Exhibit 2 for five out of any six consecutive months or for eight out of any twelve consecutive months, then the Parties agree to fund a standards of coverage study to determine the changes necessary to meet the agreed on service levels. The Review Committee described in Section 9 below, shall endeavor to agree promptly on the terms of a Request for Proposals and contract for engagement of a consultant to perform this study. If the Parties do not agree on a course of action within 30 days after receiving the report on the study, then either of the Parties may submit any material disputes to a mediator as provided in Section 7 in this Agreement.
- 3. Specific Services Included.

- (a) <u>Administration</u>. All personnel, equipment and administration necessary to furnish the Services on a turnkey basis shall be provided by City, by and through Littleton Fire Rescue ("LFR").
- (b) <u>Fire Protection and Emergency Medical Services</u>. The fire protection and emergency medical Services provided by City under this Agreement shall include, without limitation, the following, all of which shall be provided in accordance with Exhibit 2:
  - (i) Fire suppression;
  - (ii) Emergency medical services (EMS) at the Advanced Life Support (ALS) level;
  - (iii) EMS patient transport;
  - (iv) Investigation and fire cause determination;
  - (v) Maintenance of adequate records of activities satisfying Insurance Services Office (ISO) standards.
  - (vi) Coordination between the LFR Public Information Officer (PIO) and the communications representative designated by LMSSC regarding incident coverage during or following emergency incidents.
- (c) Additional Services. City shall also provide the following services for the LMSSC Facility:
  - (i) Fire and life safety inspections at LMSSC shall be conducted by LMSSC. LFR will participate in annual site inspections conducted by LMSSC for the purposes of pre-planning and training.
  - (ii) Participate in LMSSC Facility emergency management planning and commit command staff to emergency operations centers when required.
  - (iii) Specialized Services. Other specialized services to be provided by or through LFR mutual aid include: hazardous materials emergency response, wild land fire suppression, confined space rescue, and all other activities reasonably and customarily associated with emergency services.
  - (iv) LMSSC shall have direct access to the Fire Chief of LFR for the purpose of seeking information. LMSSC shall not give direction to LFR management.
- (d) <u>General Terms of Services</u>. The following general terms shall apply to the provision of the Services:
  - (i) The Services shall be available continuously, twenty-four hours per day, seven days per week, 365 days per year, at the levels set out in Exhibit 2. The Services shall be provided in accordance with Colorado and federal laws.
  - (ii) Under no circumstances shall City liable to LMSSC for an interruption in or failure of the Services caused by acts of God, unavoidable accident, or other circumstances beyond the control of City through no fault of its own.
  - (iii) City shall provide LMSSC with reports and evaluations of the fire protection and emergency medical response services on a monthly basis (delivered within 15

- days following the close of each month) in a format agreed upon by the Parties that includes a statement of total response time for each month and compliance with other Service Level Criteria.
- (iv) The Parties shall keep one another informed of significant developments, issues, or concerns related to the efficient delivery of fire protection and emergency medical services for the LMSSC Facility.
- 4. Compensation for Services. LMSSC shall pay to City compensation for the Services provided. The compensation amounts and payment schedule during the initial Term of this Agreement, consisting of a non-recurring Initial Fee associated with commencement and the first Service Year of the Services and a recurring Annual Fee for Services during the second and subsequent Service Years, are set forth in Exhibit 3. Each of the Initial Fee and Annual Fees are payable in installments as set forth in Exhibit 3. Without derogating any rights of LMSSC under Section 2 or otherwise arising due to failure of City to satisfy any of the Service Level Criteria set forth in Exhibit 2. City shall provide LMSSC with such information as may be required from time to time to facilitate LMSSC's payment by electronic funds transfer. A Service Year is a one-year period beginning on the first day of a calendar month falling on or after the Service Commencement Date or any anniversary of that first day of a calendar month.
- 5. Coordination of Services Transfer/Contribution of LMSSC Fire Trucks. In that LMSSC plans to cease operations of its industrial fire department upon the Service Commencement Date, LMSSC shall turn over to City on or about the Service Commencement Date the fire trucks identified in Exhibit 3. City shall have the right to inspect such fire trucks upon or before execution of this Agreement. LMSSC shall provide to City an assignment of the title and any manufacturer warranties concurrently with turning over the fire trucks, or as soon thereafter as feasible. LMSSC shall receive a credit in the amounts stated in the Exhibit 3 for each of the fire trucks turned over to City, to be applied to the Initial Fee described in Exhibit 3. The fire trucks shall be turned over to City in a similar condition as the vehicles are in as of the date of this Agreement, reasonable wear and use and additional mileage excepted. In the event the vehicles are not in a similar condition, in City's reasonable discretion, the City shall have the right to reduce the credit amounts in Exhibit 3. NO WARRANTY FROM LMSSC TO CITY IS EXPRESS OR IMPLIED IN CONNECTION WITH THIS TRANSFER OR SALE. LMSSC SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. In order for the Parties to coordinate transfer of the Services to City, City shall give LMSSC 60 days advance notice of the anticipated Service Commencement Date and shall communicate from time to time prior to initiation of the Services in order to facilitate coordination. Upon such date as City believes to be the Service Commencement Date, City shall furnish LMSSC with evidence thereof. If the Parties agree as to the date that the Service Commencement Date has occurred, they shall document that agreement in a writing similar to that shown as Exhibit 4. Subject to any applicable requirements of law, the City will establish a recruitment process for personnel

employed by LMSSC who are Firefighter I and EMT certified as of the hiring posting date. The city will provide this hiring opportunity for no more than 6 LMSSC employees who meet the minimum qualification for hiring and offer no guarantees for employment.

- Years, unless earlier terminated as provided herein. At least three (3) years prior to the expiration of the initial Term, the Parties shall enter into discussions regarding renewal of the Term. LMSSC may terminate this Agreement with or without cause and at any time, upon thirty-six (36) months written notice. In the event that the Service Commencement Date has not occurred within one (1) year from the date of execution of this Agreement, LMSSC may terminate this Agreement with or without cause upon thirty (30) days written notice to City. In the event of termination of this Agreement after the Service Commencement Date, the compensation payable by LMSSC shall be calculated on a pro-rata basis applied to the applicable Annual Fee. In the event of termination of this Agreement prior to the Service Commencement Date, City shall return to LMSSC the entire amount of its payments made to City.
- 7. **Mediation.** In the event a dispute arises under this Agreement, neither Party will commence litigation before first submitting such dispute to non-binding mediation. The Parties shall endeavor to reach agreement on a mediator, but upon failure to reach such an agreement within twenty days, a Party may submit a request to the American Arbitration Association to name a mediator. The Parties shall meet with the mediator in an attempt to settle the dispute. The parties shall share equally the fees and costs of the mediation, provided, however, each Party shall be responsible for its own attorney fees. If the Parties are unable to resolve the dispute within ninety (90) days after engagement of the mediator, either Party may thereafter initiate litigation to resolve the dispute or take any other action permitted under this Agreement. Notwithstanding the foregoing, if the dispute involves a matter of immediate public safety, the Parties may commence litigation or take other reasonable legal measures without first submitting such dispute to mediation.
- 8. Amendments. If City or LMSSC wishes to amend the terms of this Agreement, the Party desiring to amend this Agreement shall give written notice of the intent to the other Party. That written notice shall set forth the proposed amendment and shall designate the Party who will serve as the negotiating representative for the Party giving the notice. Within fifteen (15) days from the date of receipt of said written notice, the Party receiving the notice shall designate its negotiation representative and shall inform the Party giving the notice of this choice. The negotiating representatives shall attempt in good faith to reach an agreement concerning the proposed amendment. In any event, no amendment to this Agreement shall be effective unless in a writing duly executed by both Parties.

- 9. Review Committee. The Fire Chief of LFR (or his or her designee) and the Plant Protection & Emergency Services Sr. Manager of LMSSC (or his or her designee) shall collectively comprise a Review Committee that shall oversee effective operation of this Agreement. The Review Committee shall meet promptly upon the request of the representative of either Party to address any matter of concern and, in any event, shall meet annually unless waived by the Parties.
- 10. No Waiver of Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity as to non-Parties that may be available by law to a Party, its elected and appointed officials, employees, contractors, or agents, or any other person acting on behalf of City and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.
- 11. Severability. Invalidation of any of the provisions of this Agreement or any paragraph, clause, sentence, phrase, or word herein or the application thereof in any given circumstances shall not affect the validity of any other provision of this Agreement.
- 12. Governing Law, Venue, and Enforcement. This Agreement shall be governed by, and construed and enforced in accordance with, the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Jefferson County, Colorado. To reduce the cost of dispute resolution and to expedite the resolution of disputes under this Agreement, the Parties hereby waive any and all right either may have had to request a jury trial in any civil action relating primarily to the enforcement of this Agreement. The Parties agree that the rule that ambiguities in a contract are to be construed against the drafter shall not apply to the interpretation of this Agreement.
- 13. Notices. Any notice given in connection with this Agreement shall be in writing with copies directed as indicated below. Notice shall be deemed to have been given upon receipt by the person to whom it is directed or at the identified office of that person.

## City:

City of Littleton 2255 West Berry Avenue Littleton, Colorado 80120 Attn: Fire Chief

#### LMSSC:

Lockheed Martin Space Systems Company P.O. Box 179 – MS Denver, Colorado 80201 Attn:

# With a duplicate copy to:

City of Littleton 2255 W. Berry Avenue Littleton, Colorado 80120 Attn: City Attorney

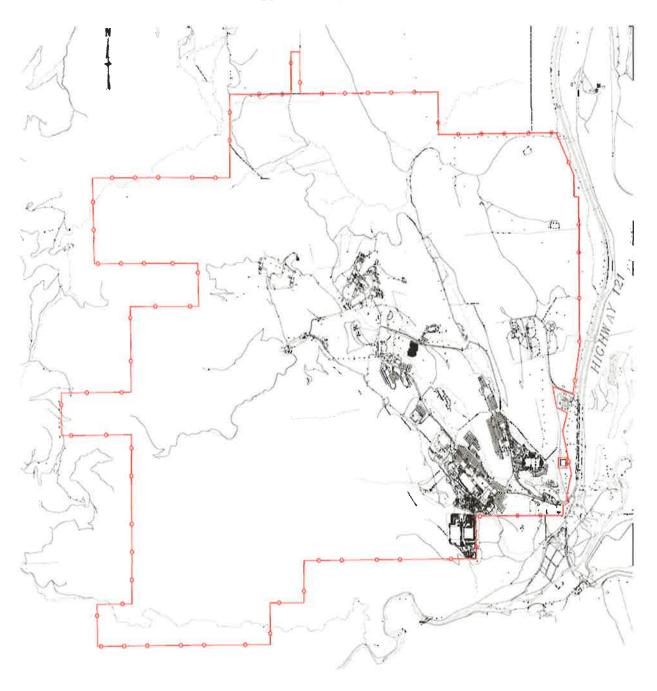
#### With a duplicate copy to:

Lockheed Martin Space Systems Company P.O. Box 179 – MS 5120 Denver, Colorado 80201 Attn: General Counsel 14. Entire Agreement. This Agreement together with the attached Exhibits 1 through 4 constitutes the entire contract between the Parties in connection with the subject matter hereof, and there are no other agreements or understandings, written or oral, except as provided herein.

A TOPPOT	CITY OF LITTLETON		
ATTEST:	By:		
City Clerk	Name: Title:		
APPROVED AS TO FORM	Date:		
City Attorney			
ATTEST:	LOCKHEED MARTIN CORPORATION Lockheed Martin Space Systems Company		
	Ву:		
Assistant Secretary	Name: Title:		
	Date:		

EXHIBIT 1 LMSSC FACILITY

The sketch below LMSSC Facility shows the approximate boundaries of the property amounting to approximately 5,400 acres.



# EXHIBIT 2 SERVICE LEVEL CRITERIA

# Standards of Response

The following response time criteria are adopted as the prescribed level of service for incidents within the LMSSC Facility. Response times for the first unit arriving at LMSSC will be the within the average time of 7:00 minutes.

# **ISO Class Rating**

Currently LFR carries an ISO Class 3 rating. It is the intent of the Parties that LFR maintains at least this rating or its equivalent.

# **Unit Equipment and Staffing**

All engines and medic units will be staffed and equipped to the Advanced Life Support (ALS) level unless exigent circumstances exist.

In order to meet operational needs, personnel and apparatus may be assigned to different fire stations at the discretion of the Fire Chief.

# EXHIBIT 3 COMPENSATION DURING INITIAL TERM

# Initial Fee Payable by LMSSC for Commencement and First Service Year:

\$400,000 payable during construction as follows:

- \$200,000 payable on the date 45 days after execution of this Agreement (but not sooner than 10 days after execution of the main construction contract for the applicable fire station)
- \$200,000 payable on the date 30 days prior to the projected Service Commencement Date

\$400,000 payable with respect to equipping and operating during first Service Year:

- \$250,000 payable on the date thirty (30) days following the actual
   Service Period Commencement Date\*
- \$150,000 payable on the date six (6) months following the actual Service Commencement Date

<sup>\*</sup> The stated amount of the fee may be paid by LMSSC partially in kind by delivery to LFR of certain LMSSC fire trucks at or about the Service Commencement Date. The fire trucks delivered shall be credited against the initial funding in the amounts shown below beside the item:

Fire Truck Description	Agreed Value
Pierce Squirt/Ladder Engine – 1998 DN#272	\$60,000
Ford F450 Brush Truck – 2006 DN#964	\$28,000

# Annual Fee Payable by LMSSC for Service Years 2-15 of the Term:

LMSSC shall pay the annual fee in the amounts listed below (\$300,000 per Service Year increased by two percent (2%) per year) in quarterly installments each equal to one-fourth of the annual fee on the first day of each Service Year and each three months thereafter during the Service Year.

Service Year*	Calendar Year of Service Year End**	Annual Fee	Service Year*	Calendar Year of Service Year End*	Annual Fee
2nd	2018	\$300,000	9th	2025	\$344,605
3rd	2019	\$306,000	10th	2026	\$351,497
4th	2020	\$312,120	11th	2027	\$358,527
5th	2021	\$318,362	12th	2028	\$365,697
6th	2022	\$324,729	13th	2029	\$373,011
7th	2023	\$332,224	14th	2030	\$380,471
8th	2024	\$337,843	15th	2031	\$388,081

- \*A Service Year, defined in Clause 4, is a one-year period beginning on the first day of a calendar month falling on or after the Service Commencement Date or any anniversary of that first day of a calendar month.
- \*\*The stated year is the calendar year during which the Service Year ends. The occurrence of the end of the second Service Year in 2018 (and similarly for succeeding Service Years) is based on the Service Commencement Date occurring in 2016.

# EXHIBIT 4 DOCUMENTATION OF SERVICE COMMENCEMENT DATE

[City Letterhead]

[Date] Lockheed Martin Space Systems Company 12257 South Wadsworth Blvd. Littleton, CO 80125
Littleton Fire Rescue, City of Littleton, Colorado, has substantially completed construction, equipping and manning of a new fire station at, and as of this day of, 2016, has commenced the full operation of said fire station such that it is providing firefighting and emergency medical services planned to satisfy the Service Level Criteria set forth in Exhibit 2 of the Agreement between Lockheed Martin Space Systems Company and the City of Littleton, dated 2015. Accordingly, the City of Littleton represents that the Service Commencement Date occurred as of said date  LITTLETON FIRE RESCUE
Chief, Littleton Fire Rescue
LOCKHEED MARTIN CORPORATION, Lockheed Martin Space Systems Company, concurs that the Service Commencement Date occurred on 2016.
[Name] [Title] [Date]



Littleton Center 2255 West Berry Avenue Littleton, CO 80120

# **Staff Communication**

File #: Ordinance 103-2015, Version: 2

Agenda Date: 12/15/2015

Subject:

Littleton

Ordinance on second reading amending sections 6-4-1, 6-4-75 and 9-1-10 concerning aggressive begging and solicitation on or near streets or highways

Presented By: Kristin Schledorn, City Attorney

# **POLICY QUESTION:**

Does city council support amending sections 6-4-1 and 6-4-75, regarding aggressive begging, and section 9-1-10, regarding street solicitation, to address recent case law?

# **BACKGROUND:**

The city code currently regulates aggressive begging in section 6-4-75 of the city code and street solicitation in section 9-1-10 of the city code. Aggressive begging is defined in section 6-4-1 as "[b]egging or soliciting accompanied by or followed immediately by...: (1) repeated requests after a refusal by the individual addressed; (2) blocking the passage of the individual addressed; (3) addressing fighting words to the individual addressed; or (4) touching the individual addressed."

On September 30, 2015, the U.S. District Court for the District of Colorado in <u>Browne v. City of Grand Junction</u>, 2015 WL 5728755, struck down several provisions of Grand Junction's panhandling and street solicitation ordinances as violating the First Amendment to the United States Constitution ("Congress shall make no law... abridging the freedom of speech."). The court held that the restrictions on panhandling and street solicitation were content-based restrictions on free speech and, therefore, must be supported by a compelling government interest. The court noted that "public safety is a compelling governmental interest."

The provisions of Grand Junction's panhandling and street solicitation ordinances, which were struck down, included (among others) restrictions on panhandling at night, within 20 feet of an ATM or bus stop, on public buses and in public parking garages. It also struck down restrictions on repeated requests and a broad ban on street solicitation. The provisions of the ordinances that were not challenged included: (1) conduct that is intimidating, threatening, coercive or obscene and causes fear for personal safety; (2) fighting words likely to create an imminent breach of the peace; (3) knowingly touching or grabbing; (4) obstructing passage or requiring evasive action to avoid physical contact; and (6) solicitation directly from the occupant of a vehicle traveling upon any public street or highway when the person entered the street or blocked a car from parking in order to complete the transaction.

## **STAFF ANALYSIS:**

Some of the city's current restrictions concerning aggressive begging and street solicitation could subject the city to unnecessary liability if enforced as written. The proposed amendments address current case law by limiting restrictions to those that address public safety concerns and bring the city into legal compliance.

File #: Ordinance 103-2015, Version: 2

# **FISCAL IMPACTS:**

None.

# STAFF RECOMMENDATION:

Staff recommends that city council adopt the proposed ordinance.

# **PROPOSED MOTION:**

I move to approve on second reading the ordinance amending sections 6-4-1, 6-4-75 and 9-1-10 concerning aggressive begging and solicitation near streets or highways.

1	CITY OF LITTLETON, COLORADO
2 3	ORDINANCE NO. 103
4	ORDINANCE NO. 103
5	Series, 2015
6 7	INTRODUCED DV COUNCII MEMDEDS.
8	INTRODUCED BY COUNCILMEMBERS:
9	AN ORDINANCE OF THE CITY OF LITTLETON,
10	COLORADO, AMENDING SECTIONS 6-4-1, 6-4-75, AND 9-
11	1-10 CONCERNING AGGRESSIVE BEGGING AND
12	SOLICITATION ON OR NEAR STREETS OR HIGHWAYS
13	SOCIETATION ON OR NEAR STREETS OR HIGHWAITS
14	WHEREAS, the U.S. District Court for the District of Colorado in Browne v.
15	City of Grand Junction, 2015 WL 5728755, held that any restrictions on panhandling and street
16	solicitation are content-based restrictions on free speech and must be supported by a compelling
17	government interest, such as public safety;
18	go vermient interest, swen as poone surety,
19	WHEREAS, the city council desires to amend sections 6-4-1, 6-4-75 and 9-1-10
20	of the city code to ensure that restrictions on aggressive begging and street solicitation are
21	narrowly tailored to protect the city's interest in public safety; and
22	
23	WHEREAS, the city council finds that the amended restrictions are narrowly
24	tailored to protect public safety;
25	
26	NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF
27	THE CITY OF LITTLETON, COLORADO, THAT:
28	
29	Section 1: The definition of Aggressive Begging in Section 1 of Chapter 4 of
30	Title 6 is hereby amended as follows:
31	CALL ACCREGANG DECORDS D. ' 1'''
32	6-4-1: AGGRESSIVE BEGGING: Begging or soliciting accompanied by or
33 34	followed immediately by one or more of the following:
35	(A) CONDUCT THAT IS INTIMIDATING, THREATENING, COERCIVE, OR
36	OBSCENE AND THAT CAUSES THE PERSON ADDRESSED TO REASONABLY FEAR
37	FOR HIS OR HER SAFETY; OR Repeated requests after a refusal by the individual addressed;
38	TOK THE OK TIEK STATETT, OK Repeated requests after a ferusar by the murvidual addressed,
39	
40	(B) Blocking the passage of the individual addressed OBSTRUCTING A
41	SIDEWALK, DOORWAY, ENTRYWAY OR OTHER PASSAGE WAY IN A PUBLIC
42	PLACE USED BY PEDESTRIANS OR OBSTRUCTING THE PASSAGE OF THE PERSON
43	ADDRESSED OR THAT REQUIRES THE PERSON ADDRESSED TO TAKE EVASIVE
44	ACTION TO AVOID PHYSICAL CONTACT WITH ANY PERSON;
45	
46	
47	(CB) Addressing fighting words to the individual addressed THAT ARE LIKELY
48	TO CREATE AN IMMINENT BREACH OF THE PEACE; or
49	

46 47

48

49

(C) For purposes of this section, the traveled portion of the PUBLIC street or highway shall mean that portion of ANY PUBLIC STREET OR HIGHWAY LOCATED WITHIN THE CITY WHICH CAN BE the road normally used by moving motor vehicle traffic.

1 2 3 4 5 6 7 8 9 10 11 12 13 14	Section 4: Severability. If any part, section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining sections of this ordinance. The City Council hereby declares that it would have passed this ordinance, including each part, section, subsection, sentence, clause or phrase hereof, irrespective of the fact that one or more parts, sections, subsections, sentences, clauses or phrases may be declared invalid.  Section 5: Repealer. All ordinances or resolutions, or parts thereof, in conflict with this ordinance are hereby repealed, provided that this repealer shall not repeal the repealer clauses of such ordinance nor revive any ordinance thereby.  INTRODUCED AS A BILL at a regularly scheduled meeting of the City Council
15	of the City of Littleton on the $1^{st}$ day of December, 2015, passed on first reading by a vote of $\underline{6}$
16	FOR and 1 AGAINST; and ordered published by posting at Littleton Center, Bemis Library, the
17	Municipal Courthouse and on the City of Littleton Website.
18	PUBLIC HEARING on the Ordinance to take place on the 15 <sup>th</sup> day of December,
19	2015, in the Council Chambers, Littleton Center, 2255 West Berry Avenue, Littleton, Colorado,
20	at the hour of 6:30 p.m., or as soon thereafter as it may be heard.
21	PASSED on second and final reading, following public hearing, by a vote ofFOR
22	and AGAINST on the 15 <sup>th</sup> day of December, 2015 and ordered published by posting at
23	Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.
24	ATTEST:
25 26 27 28 29 30 31 32 33	Wendy Heffner CITY CLERK  APPROVED AS TO FORM:  Kristin Schledorn CITY ATTORNEY
34 35	<del></del>

## IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF COLORADO Judge Christine M. Arguello

Civil Action No. 14-cv-00809-CMA-KLM

DEBRA BROWNE, MARY JANE SANCHEZ, CYNTHIA STEWART, and HUMANISTS DOING GOOD,

Plaintiffs,

and

GREENPEACE, INC.,

Plaintiff-Intervenor,

٧.

CITY OF GRAND JUNCTION, COLORADO,

Defendant.

ORDER GRANTING IN PART AND DENYING IN PART PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT, GRANTING IN PART AND DENYING IN PART DEFENDANT'S MOTION FOR SUMMARY JUDGMENT, DENYING PLAINTIFFS' MOTION FOR LEAVE TO FILE A SECOND SUPPLEMENTAL COMPLAINT, AND DENYING DEFENDANT'S MOTION TO STAY THE COURT'S CONSIDERATION OF THE CROSS-MOTIONS FOR SUMMARY JUDGMENT

This case involves a constitutional challenge to a municipal ordinance that regulates panhandling. Currently before the Court are cross-motions for summary judgment. Defendant City of Grand Junction ("Grand Junction" or "the City") filed its motion for summary judgment on February 17, 2015. (Doc. # 84.) That same day, Plaintiffs Debra Browne, Mary Jane Sanchez, Humanists Doing Good, and Eric

Niederkruger<sup>1</sup>, and Plaintiff-Intervenor Greenpeace, Inc. (collectively "Plaintiffs") filed their motion for summary judgment. (Doc. # 85.) Also before the Court is Plaintiffs' Motion for Leave to File a Second Supplemental Complaint, which was filed on November 21, 2014 (Doc. # 66), and Grand Junction's Motion to Stay the Court's Consideration of the Pending Cross-Motions for Summary Judgment for Sixty Days, which was filed on September 22, 2015 (Doc. # 110). For the reasons that follow, the Court GRANTS IN PART AND DENIES IN PART Plaintiffs' Motion for Summary Judgment (Doc. # 85), GRANTS IN PART AND DENIES IN PART Grand Junction's Motion for Summary Judgment (Doc. # 84), DENIES Plaintiffs' Motion for Leave to File a Second Supplemental Complaint (Doc. # 66), and DENIES Grand Junction's Motion to Stay the Court's Consideration of the Pending Cross-Motions for Summary Judgment for Sixty Days (Doc. # 110).

#### I. FACTUAL AND PROCEUDRAL BACKGROUND

#### A. Ordinance No. 4618

On February 19, 2014, Grand Junction adopted Ordinance No. 4618, entitled "An Ordinance Prohibiting Activities Relating to Panhandling." (Doc. # 1-1.) Ordinance No. 4618 amended Title 9 of the Grand Junction Municipal Code to include a new Chapter 5, entitled "Prohibited Activities." Section 9.05.020 of Ordinance No. 4618, which set forth the defined terms, stated, "Panhandle / panhandling shall mean to knowingly approach, accost or stop another person in a public place and solicit that person, whether by spoken words, bodily gestures, written signs or other means, for money, employment or other thing of value." (Doc. # 1-1 at 2-3.) Section 9.05.040 of Ordinance No. 4618, entitled "General panhandling and solicitation," stated:

<sup>&</sup>lt;sup>1</sup> Mr. Niederkruger was dismissed from this action June 8, 2015. (Doc. # 102.)

It shall be unlawful for any person to panhandle

- (a) One-half (1/2) hour after sunset to one-half (1/2) hour before sunrise;
- (b) If the person panhandling knowingly engages in conduct toward the person solicited that is intimidating, threatening, coercive or obscene and that causes the person solicited to reasonably fear for his or her safety;
- (c) If the person panhandling directs fighting words to the person solicited that are likely to create an imminent breach of the peace;
- (d) If the person panhandling knowingly touches or grabs the person solicited;
- (e) If the person panhandling knowingly continues to request the person solicited for money or other thing of value after the person solicited has refused the panhandler's request;
- (f) If the person panhandling knowingly solicits an at-risk person;
- (g) In such a manner that the person panhandling obstructs a sidewalk, doorway, entryway, or other passage way in a public place used by pedestrians or obstructs the passage of the person solicited or requires the person solicited to take evasive action to avoid physical contact with the person panhandling or with any other person;
- (h) Within one hundred (100) feet of an automatic teller machine or of a bus stop;
- (i) On a public bus;
- (j) In a parking garage, parking lot or other parking facility;
- (k) When the person solicited is present within the patio or sidewalk serving area of a retail business establishment that serves food and/or drink, or waiting in line to enter a building, an event, a retail business establishment, or a theater;
- (I) On or within one hundred (100) feet of any school or school grounds.

(Doc. # 1-1 at 3.)

Ordinance No. 4618 also contained section 9.05.050, entitled "Panhandling and soliciting on or near public streets and highways," which stated:

It shall be unlawful for any person to panhandle or to solicit employment, business contributions or sales of any kind, or to collect money for the same, directly from the occupant of any vehicle traveling upon any public street or highway when:

- (a) Such panhandling, solicitation or collection involves the person performing the activity to enter onto the traveled portion of a public street or highway to complete the transaction, including, without limitation, entering onto bike lanes, street gutters or vehicle parking areas; or
- (b) The person performing the activity is located such that vehicles cannot move into a legal parking area to safely complete the transaction.

Notwithstanding the foregoing in this Section 9.05.050, it shall be unlawful for any person to panhandle or to solicit or attempt to solicit employment, business, or contributions of any kind directly from the occupant of any vehicle on any highway included in the interstate or state highway system, including any entrance to or exit from such highway.

(Doc. # 1-1 at 4.)

Section 9.05.060, entitled "Enforcement and penalties," stated that "[v]iolation of any provision of this Chapter shall constitute a misdemeanor." (Doc. # 1-1 at 4.)

Section 9.05.030 stated that Ordinance No. 4618 was to go into effect "thirty (30) days following publication." (Doc. # 1-1 at 3.) Ordinance No. 4618 was published on February 21, 2014, and, therefore, was to go into effect on March 23, 2014.

## B. Plaintiffs' Complaint and Plaintiff Stewart's Supplemental Complaint

Before Ordinance No. 4618 went into effect, Plaintiffs Debra Browne, Mary Jane Sanchez, Cynthia Stewart, Steve Kilcrease<sup>2</sup>, Humanists Doing Good, and Eric Niederkruger filed suit on March 18, 2014. (Doc. # 1.) The complaint states that Plaintiff Debra Browne, a resident of Palisade, Colorado, and Plaintiffs Mary Jane Sanchez and Cynthia Stewart, residents of Grand Junction, are "needy and engage[] in peaceful, nonthreatening solicitation in Grand Junction in a manner and in situations that violate the Ordinance." (Doc. # 1 at 3.) The complaint also states that Plaintiff Humanists Doing Good "is a non-profit corporation that carries out peaceful, nonthreatening fundraising activities in Grand Junction in a manner and in situations that violate the Ordinance." (Doc. # 1 at 3.) Plaintiffs explicitly state in their complaint that they challenge subsections (a), (e), (f), and (h) through (l) of section 9.05.030, and that they do not challenge subsections (b), (c), (d), and (g). (Doc. # 1 at 6.) Plaintiffs also challenge the final sentence of section 9.05.050, but they do not challenge subsections (a) and (b) of section 9.05.050. (Doc. # 1 at 6.)

In their first claim for relief, Plaintiffs assert a facial challenge to the disputed subsections of section 9.05.050 of Ordinance No. 4618 on constitutional grounds, alleging that "[t]he challenged Ordinance unconstitutionally infringes or imminently threatens to infringe the freedom of Plaintiffs to fully exercise their First Amendment rights, including their rights of freedom of speech and freedom of expression, in violation

<sup>&</sup>lt;sup>2</sup> Mr. Kilcrease was voluntarily dismissed with prejudice from this action on January 9, 2015. (Doc. # 72.)

of the First Amendment." (Doc. # 1 at 14.) In their fifth claim for relief<sup>3</sup>, Plaintiffs allege that "[t]he Ordinance unconstitutionally infringes or imminently threatens to infringe the freedom of Plaintiffs to fully exercise their rights of freedom of speech and freedom of expression, in violation of Article II, Section 10 of the Colorado Constitution." (Doc. # 1 at 17.)

In their second and sixth claims for relief, Plaintiffs allege that "[t]he Ordinance establishes classifications that discriminate against Plaintiffs Browne, Stewart, Sanchez, Kilcrease, and Humanists Doing Good solely on the basis of the content of the communications that they wish to direct to the public" and that "[t]he discrimination against Plaintiffs unconstitutionally burdens the exercise of fundamental rights," including "the rights of freedom of speech and expression as well as the fundamental right to liberty." (Doc. # 1 at 15, 18.) According to Plaintiffs, the classifications established by Ordinance No. 4618 deny them the equal protection of the laws, in violation of both the Fourteenth Amendment to the United States Constitution (second claim for relief) (Doc. # 1 at 15) and the equal protection component of Article II, Section 25 of the Colorado Constitution (sixth claim for relief) (Doc. # 1 at 18).

In their third and seventh claims for relief, Plaintiffs allege that Ordinance No. 4618: (1) "fails to provide adequate notice that would enable the ordinary person to understand what conduct it prohibits"; (2) "fails to establish adequate guidelines to govern law enforcement"; and (3) "authorizes and encourages arbitrary and discriminatory enforcement." (Doc. # 1 at 16, 19) Thus, Plaintiffs assert, Ordinance No.

<sup>&</sup>lt;sup>3</sup> Plaintiffs' fourth and eight claims for relief relate solely to Mr. Niederkruger. (Doc. # 1 at 16, 19-20.) Because Mr. Niederkruger has been dismissed from the action, these claims no longer apply.

4618 is unconstitutionally vague, in violation of both the Fourteenth Amendment to the United States Constitution (third claim for relief) (Doc. # 1 at 16, 19) and the Due Process Clause of Article II, Section 25 of the Colorado Constitution (seventh claim for relief) (Doc. # 1 at 19).

Plaintiffs seek a declaratory judgment holding that the challenged provisions of Ordinance No. 4618 violate both the United States Constitution and the Colorado Constitution. (Doc. # 1 at 20.) Plaintiffs also request injunctive relief prohibiting Grand Junction from enforcing the challenged provisions of Ordinance No. 4618. (Doc. # 1 at 20.)

On August 11, 2014, Plaintiff Stewart filed an unopposed motion for leave to file a supplemental complaint (Doc. # 60), which the Court granted on August 19, 2014. (Doc. # 61.) In her supplemental complaint, Plaintiff Stewart "sets forth events that have transpired since the filing of the original Complaint in this action on March 18, 2014." (Doc. # 62 at 1.) According to Plaintiff Stewart, "[t]hese events support a claim for nominal damages," which she seeks in addition to all Plaintiffs' requests for declaratory and injunctive relief. (Doc. # 62 at 1.)

### C. Plaintiffs' Motion for Preliminary Injunctive Relief

On March 19, 2014, Plaintiffs moved for a temporary restraining order and preliminary injunction. (Doc. # 6.) During a March 21, 2014 hearing on Plaintiffs' motion (Doc. # 16), United States District Judge Philip A. Brimmer<sup>4</sup> found that Plaintiffs lacked standing to challenge the provisions of section 9.05.040 because Plaintiffs, who did not allege in their complaint that they approach, accost, or stop anyone before

<sup>&</sup>lt;sup>4</sup> Plaintiffs' motion was before Judge Brimmer pursuant to Federal Rule of Civil Procedure 63.

soliciting them, do not engage in "panhandling" as defined in section 9.05.020 and, therefore, Plaintiffs did not have a credible fear of prosecution. (Doc. # 16 at 42.)

However, Judge Brimmer did find that Plaintiffs had standing to challenge section 9.05.050 and that they were entitled to an injunction prohibiting Grand Junction from enforcing the last sentence of that section, which dealt with soliciting on public highways and highway exits. (Doc. # 16 at 53.) Judge Brimmer issued a written order that provided further analysis and support for his ruling from the bench. (Doc. # 15.)

Immediately following the hearing, Plaintiffs filed an emergency motion for reconsideration of Judge Brimmer's order (Doc. # 10), which included a supplemental declaration from Plaintiff Stewart stating that "when [she] ask[s] people for money at the bus stop[, she] sometimes walk[s] up to and approach[es] the person in a non-aggressive way and ask[s] for the change that [she] need[s] to cover [her] bus fare." (Doc. # 10-1.) In a written order, Judge Brimmer denied Plaintiffs' emergency motion stating that the submission of Plaintiff Stewart's supplemental declaration "d[id] not provide a legitimate basis for reconsideration" because those facts were available for presentation at the time of the original argument. (Doc. # 14 at 4.)

On March 27, 2014, the parties filed a joint motion to withdraw Plaintiffs' preliminary injunction motion because "[t]he parties . . . reached an agreement which obviates the need to hold a hearing or prepare briefing on the Plaintiffs' Pl Motion."

(Doc. # 21 at 2.) The Chief of Police of Grand Junction, John Camper ("Chief Camper"), issued an order to the police officers under his command to "not enforce Ordinance No. 4618 pending resolution of the claims subject to litigation in this civil action." (Doc. # 21

at 2.) That same day, this Court granted the joint motion to withdraw Plaintiffs' motion for a preliminary injunction. (Doc. # 22.)

On March 31, 2014, Greenpeace, Inc., moved for leave to intervene as a plaintiff in this action. (Doc. # 23.) Greenpeace is an "independent, fully member-driven non-profit organization" that uses canvass operations to provide financial support to the organization and educate the public about its work. (Doc. # 23 at 2.) Greenpeace's complaint in intervention echoes the same claims and requests for relief set forth in Plaintiffs' complaint. (Doc. # 23-2.)<sup>5</sup>

#### D. Ordinance No. 4627

On April 2, 2014, the Grand Junction City Council passed Ordinance No. 4627, entitled "An Emergency Ordinance to Amend Ordinance No. 4618 Regulating Panhandling Activities in Public Places." (Doc. # 25-4.) Ordinance No. 4627 amended the definition of "panhandle / panhandling" to include the phrase "without that person's consent" after "solicit that person," so that the amended definition reads:

Panhandle / panhandling shall mean to knowingly approach, accost or stop another person in a public place and solicit that person without that person's consent, whether by spoken words, bodily gestures, written signs or other means, for money, employment or other thing of value.

(Doc. # 25-4 at 4 (emphasis added to highlight the added language).) Ordinance No. 4627 also amended section 9.05.040, which sets forth the specific restrictions on panhandling. Ordinance No. 4627 differs from Ordinance No. 4618 in that it: (1) removed entirely the restriction on panhandling an "at-risk person"; (2) reduced from

<sup>&</sup>lt;sup>5</sup> On April 25, 2014, the Court granted Greenpeace's motion to intervene. (Doc. # 35.) Three days later, on April 28, 2014, Alexis Gallegos filed an unopposed motion for leave to intervene as a plaintiff in this action. (Doc. # 37.) That motion was granted on April 29, 2014. (Doc. # 40.) On January 20, 2015, Ms. Gallegos was dismissed without prejudice. (Doc. ## 76, 96.)

100 feet to 20 feet the area around an ATM or bus stop within which panhandling is prohibited; (3) narrowed the prohibition on panhandling to "public parking garages" specifically, as opposed to "parking garages" generally; and (4) removed entirely the prohibition on panhandling on or within 100 feet of any school or school grounds. (Doc. # 25-4 at 5.) Ordinance No. 4627 also removed the last sentence in section 9.05.050. (Doc. # 25-4 at 6.) Pursuant to section 9.05.030, Ordinance No. 4627 took effect "immediately upon passage" by the City Council. (Doc. # 25-4 at 5.) Grand Junction planned to begin enforcement of Ordinance No. 4627 on April 14, 2014. (Doc. # 25-5 at 5.)

#### E. Grand Junction's Motion to Dismiss

On May 19, 2014, Grand Junction filed a motion to dismiss pursuant to Federal Rules of Civil Procedure 12(b)(1) and 12(b)(6). (Doc. # 46.) While this motion to dismiss was pending, Plaintiffs filed their Motion for Leave to File a Second Supplemental Complaint on November 21, 2014 (Doc. # 66), and both parties filed cross-motions for summary judgment on February 17, 2015 (Doc. ## 84, 85).

On March 30, 2015, this Court granted in part and denied in part Grand
Junction's motion to dismiss. (Doc. # 96.) Specifically, this Court granted Grand
Junction's motion "insofar as it argues that Plaintiffs' challenges to Ordinance 4618 are
moot and Plaintiffs lack standing to challenge the prohibition against solicitation on
buses." (Doc. # 96 at 16.) Grand Junction had argued that Plaintiffs' challenge to
Ordinance No. 4618 was moot because that ordinance had been replaced by Ordinance
No. 4627, and that Plaintiffs lacked standing to challenge the prohibition against

<sup>&</sup>lt;sup>6</sup> Based on the record before the Court, it does not appear that Grand Junction ever enforced Ordinance No. 4627.

solicitation on buses because none of them asserted that they had solicited, or planned to solicit, donations on buses. This Court denied Grand Junction's motion to dismiss "insofar as it argues that Plaintiffs lack standing to challenge the prohibition against soliciting people within sidewalk serving areas and waiting in line." (Doc. # 96 at 16.) This Court reserved ruling on the balance of Grand Junction's arguments. (Doc. # 96 at 16.) On June 8, 2015, this Court denied the remainder of Grand Junction's motion to dismiss, concluding that Plaintiffs sufficiently stated First Amendment, equal protection, and due process claims. (Doc. # 102.)

#### F. Grand Junction's Motion for Summary Judgment

Grand Junction's motion for summary judgment presents four arguments: (1) this Court lacks subject-matter jurisdiction over the claims because Plaintiffs lack standing and because some of Plaintiffs' claims are moot (Doc. # 84 at 14-19); (2) Ordinance No. 4627 does not violate Plaintiffs' free speech rights (Doc. 84 at 19-31); (3) Plaintiffs' equal protection claims fail (Doc. # 84 at 31-33); and (4) Plaintiffs' due process challenges fail (Doc. # 84 at 33-35).

Grand Junction argues that Plaintiffs lack standing—and, therefore, this Court lacks subject-matter jurisdiction—because their conduct is not covered by Ordinance No. 4627. (Doc. # 84 at 15.) This argument is based on Grand Junction's assertion that Plaintiffs "all admit that the people who engage with them do so voluntarily of their own free will" and that Plaintiffs Browne and Greenpeace "admit they do not approach, accost, or stop anyone." (Doc. # 84 at 15.) According to Grand Junction, the prohibitions of Ordinance No. 4627 do not reach Plaintiffs' conduct because the ordinance explicitly defines "panhandling" as "knowingly approach[ing], accosting[ing], or stop[ping] another person" to solicit that person "without that person's consent."

(Doc. # 84 at 16.) Thus, under Grand Junction's reading of Ordinance No. 4627, the conduct engaged in by Plaintiffs is not panhandling and, therefore, not limited in any way by Ordinance No. 4627.

Grand Junction argues that this Court also lacks subject-matter jurisdiction because Plaintiffs' challenges to Ordinance No. 4618 "were rendered moot by the passage of Ordinance No. 4627." (Doc. # 84 at 17.) Specifically, Grand Junction notes that Ordinance No. 4627 removed the prohibition on panhandling on a highway or highway exit ramp, removed the restriction on panhandling "at-risk" individuals, and removed the prohibition on panhandling on or within 100 feet of any school or school grounds. (Doc. # 84 at 18.) Grand Junction asserts that "[t]here is no evidence that [it] intends to reenact those provisions of the Ordinance." (Doc. # 84 at 18.)

Grand Junction also argues that it is entitled to summary judgment because the undisputed material facts demonstrate that Ordinance No. 4627 does not violate either the First Amendment to the United States Constitution or Article II, Section 10 of the Colorado Constitution. (Doc. # 84 at 19.) Grand Junction asserts that Ordinance No. 4627 is a "content-neutral time, plane, and manner restriction" and, therefore, intermediate scrutiny applies. (Doc. # 84 at 19.) According to Grand Junction, Ordinance No. 4627 "satisfies intermediate scrutiny because it is narrowly tailored to a legitimate government interest and leaves open ample alternative means of communication." (Doc. # 84 at 19.) Grand Junction's motion for summary judgment does not address whether Ordinance No. 4627 satisfies strict scrutiny.

Grand Junction argues that it is also entitled to summary judgment on Plaintiffs' equal protection claims because Plaintiffs "are not members of a suspect class and the

Ordinance does not impinge their fundamental rights." (Doc. # 84 at 31.) In support of its position, Grand Junction asserts that the United States Supreme Court "does not recognize a suspect classification based on wealth, or lack thereof." (Doc. # 84 at 31.) Therefore, according to Grand Junction, rational basis review applies and the undisputed facts demonstrate that Ordinance No. 4627 is rationally related to a legitimate government purposes. (Doc. # 84 at 32.)

Lastly, Grand Junction argues that Plaintiffs' due process claims fail because Ordinance No. 4627 is not impermissibly vague. (Doc. # 84 at 34.) In support of this argument, Grand Junction points out that Ordinance No. 4627: (1) "expressly defines what constitutes 'panhandling,' 'knowingly,' 'obscene,' and 'obstruct'"; (2) "sets forth in detail the precise places, times, and manners that [limit] a person's conduct"; and (3) "exempts inadvertent violations (because of the knowledge requirement) and exempts consensual encounters." (Doc. # 84 at 34.) Therefore, according to Grand Junction, Ordinance No. 4627 "provides fair notice of the conduct it proscribes and is not subject to arbitrary application." (Doc. # 84 at 35.)

### G. Plaintiffs' Motion for Summary Judgment

In their motion for summary judgment, Plaintiffs' argue that they are entitled to summary judgment because the undisputed facts show that Ordinance No. 4627 violates their freedom of speech as protected by the First Amendment to the United States Constitution and Article II, Section 10 of the Colorado Constitution. (Doc. # 85 at 18.) In support of their position, Plaintiffs argue that Ordinance No. 4627 is a content-based restriction and, therefore, presumptively unconstitutional and subject to strict scrutiny. (Doc. # 85 at 19.) Plaintiffs argue that each of the challenged provisions of Ordinance No. 4627 cannot survive strict scrutiny. (Doc. # 85 at 28-33.)

Plaintiffs argue that they are entitled to summary judgment on their equal protection claims because "[t]he elements [of an equal protection claim] are met by establishing that the ordinance discriminates on the basis of content," which Plaintiffs assert they have done in discussing their free speech claims. (Doc. # 85 at 36.)

Plaintiffs argue that they are entitled to summary judgment on their due process claims because the undisputed facts demonstrate that Ordinance No. 4627 is unconstitutionally vague. (Doc. # 85 at 37.) In support of this argument, Plaintiffs assert that Ordinance No. 4627 is vague because: (1) it is unclear whether the ordinance prohibits "passive" panhandling (i.e., soliciting by displaying a sign) (Doc. # 85 at 37-39); and (2) it is unclear whether the consent provision requires the solicitor to obtain consent before soliciting someone (Doc. # 85 at 39). Thus, Plaintiffs argue, Ordinance No. 4627 is not drafted with sufficient clarity to enable the ordinary person to understand what conduct is prohibited, and Ordinance No. 4627 fails to provide law enforcement with adequate guidance in order to prevent arbitrary and discriminatory enforcement. (Doc. # 85 at 37.)

### II. <u>DISCUSSION</u>

### A. Summary Judgment Standard

Summary judgment is warranted "if the movant shows that there is no genuine dispute as to any material fact and the movant is entitled to judgment as a matter of law." Fed. R. Civ. P. 56(a). A fact is "material" if it is essential to the proper disposition of the claim under the relevant substantive law. *Wright v. Abbott Labs., Inc.*, 259 F.3d 1226, 1231-32 (10th Cir. 2001). A dispute is "genuine" if the evidence is such that it might lead a reasonable jury to return a verdict for the nonmoving party. *Allen v. Muskogee, Okla.*, 119 F.3d 837, 839 (10th Cir. 1997). When considering a motion for

summary judgment, the court must "construe the factual record and reasonable inferences therefrom in the light most favorable to the nonmovant." *Id.* at 39-40.

Where, as here, the parties file cross-motions for summary judgment, each motion is considered separately and "the denial of one does not require the grant of another." *Buell Cabinet Co., Inc. v. Sudduth*, 608 F.2d 431, 433 (10th Cir. 1979). However, when faced with cross summary judgment motions, the court is "entitled to assume that no evidence needs to be considered other than that filed by the parties." *James Barlow Family Ltd. P'ship v. David Munson, Inc.*, 132 F.3d 1316, 1319 (10th Cir. 1997).

#### B. Freedom of Speech Claims

The First Amendment to the United States Constitution unequivocally states that "Congress shall make no law . . . abridging the freedom of speech." U.S. Const. amend. I.<sup>7</sup> It is no exaggeration to say that the First Amendment is the bedrock of American democracy. *See, e.g., Speiser v. Randall,* 357 U.S. 513, 530 (1958) (Black, J., concurring) (stating that the freedoms secured by the First Amendment "are absolutely indispensable for the preservation of a free society in which government is based upon the consent of an informed citizenry and is dedicated to the protection of the rights of all"); *Palko v. Connecticut,* 302 U.S. 319, 327 (1937) (stating that freedom of speech is "the matrix, the indispensable condition, of nearly every other form of freedom"), overruled on other grounds by *Benton v. Maryland,* 395 U.S. 784 (1969).

Because of the First Amendment, "a government, including a municipal government vested with state authority, 'has no power to restrict expression because of

<sup>&</sup>lt;sup>7</sup> The First Amendment applies to the States through the Due Process Clause of the Fourteenth Amendment. *Va. State Bd. of Pharmacy v. Va. Citizens Consumer Council, Inc.*, 425 U.S. 748, 749 n.1 (1976).

its message, its ideas, its subject matter, or its content." Reed v. Town of Gilbert, Ariz., 135 S. Ct. 2218, 2226 (2015) (quoting Police Dept. of Chi. v. Mosley, 408 U.S. 92, 95 (1972)). For this reason, whenever a restriction is challenged on First Amendment grounds, it must be determined at the outset whether that restriction is "content-based" or "content-neutral." A law or ordinance regulating speech is "content-based" if it "applies to particular speech because of the topic discussed or the idea or message expressed." Id. at 2227. When deciding whether a challenged law or ordinance is content-based, a court must "consider whether a regulation of speech 'on its face' draws distinctions based on the message a speaker conveys." Id.

A content-based restriction is presumptively unconstitutional and subject to strict scrutiny. *Id.* at 2226. A facially content-based law must pass strict scrutiny "regardless of the government's benign motive, content-neutral justification, or lack of 'animus toward the idea contained' in the regulated speech." *Id.* at 2228 (quoting *Cincinnati v. Discovery Network, Inc.*, 507 U.S. 410, 429 (1993)). "[A]n innocuous justification cannot transform a facially content-based law into one that is content neutral." *Id.* 

To withstand strict scrutiny, the law or ordinance must be "necessary to serve a compelling state interest." *Ark. Writers' Project, Inc. v. Ragland*, 481 U.S. 221, 231 (1987). To demonstrate that a law or ordinance is necessary to serve a compelling state interest, the government must show that the law or ordinance is the "least restrictive means" of achieving that vital interest. *Ashcroft v. ACLU*, 542 U.S. 656, 666 (2004). The government bears the burden of demonstrating that a content-based restriction passes strict scrutiny. *Reed*, 135 S. Ct. at 2231.

"Only a law that is substantially overbroad may be invalidated on its face." *City of Hous. v. Hill*, 482 U.S. 451, 458 (1987) (citations omitted). Whether a restriction is substantially overbroad depends primarily upon whether it reaches a substantial amount of protected speech or conduct. *Id.* (citing *Hoffman Estates v. The Flipside, Hoffman Estates, Inc.*, 455 U.S. 489, 494 (1982)).

## 1. Ordinance No. 4627 is a Content-Based Restriction on Protected Speech

This Court determined in its prior order granting in part and denying in part Grand Junction's motion to dismiss that Ordinance No. 4627 is a content-based restriction on protected speech. (Doc. # 102 at 13.) The Court need not reevaluate that decision here as that determination is now the law of the case. *See, e.g., Arizona v. California*, 460 U.S. 605, 618 (1983) ("As most commonly defined, the [law of the case] doctrine posits that when a court decides upon a rule of law, that decision should continue to govern the same issues in subsequent stages of the same case."). Therefore, the Court applies strict scrutiny to Ordinance No. 4627 when considering the parties' cross motions for summary judgment.

Before beginning its analysis, the Court notes that the parties filed their summary judgment motions prior to the Court issuing its ruling on Grand Junction's motion to dismiss, in which it determined that Ordinance No. 4627 is a content-based restriction. Therefore, one of the issues addressed in each of the summary judgment motions is the level of judicial scrutiny that should be applied to Ordinance No. 4627. In their summary judgment motion, Plaintiffs correctly argue that strict scrutiny applies because Ordinance No. 4627 is a content-based restriction. (Doc. # 85 at 18.) Grand Junction, on the other hand, takes the position in its summary judgment motion that intermediate

scrutiny applies because Ordinance No. 4627 is a content-neutral time, place, and manner restriction. (Doc. # 84 at 19.) In none of its briefing does Grand Junction argue in the alternative that, even if strict scrutiny applies, Ordinance No. 4627 withstands that more exacting standard of judicial review. In addition, following the Court's issuance of its ruling in which it stated that strict scrutiny applies, Grand Junction did not request permission to file a supplemental brief in which it addressed whether Ordinance No. 4627 meets strict scrutiny. Nevertheless, the Courts believes that it is able to rule on the parties' cross motions for summary judgment, despite the fact that Grand Junction's briefing does not apply the correct level of scrutiny. The Court believes that additional briefing from Grand Junction would not alter the Court's ultimate conclusion.

In addition, the Court notes that a little more than a week after the issuance of its order on Grand Junction's motion to dismiss, the United States Supreme Court issued its ruling in *Reed v. Town of Gilbert, Arizona*, 135 S. Ct. 2218 (2015). In *Reed*, the Supreme Court held that a town's "comprehensive code governing the manner in which people may display outdoor signs" amounted to "content-based regulations of speech that cannot survive strict scrutiny." *Reed*, 135 S. Ct. at 2224. Although the facts of *Reed* did not involve municipal regulation of panhandling, the case is significant to the matter at hand—and First Amendment jurisprudence more generally—because it provides clarification as to how lower courts should go about determining whether a restriction on protected speech is content-based or content-neutral.

In Reed, the Ninth Circuit Court of Appeals had concluded that the sign code was content neutral because the town "did not adopt its regulation of speech [based on] disagree[ment] with the message conveyed,' and its justifications for regulating

temporary directional signs were 'unrelated to the content of the sign." *Id.* at 2227 (quoting *Reed v. Town of Gilbert, Ariz.*, 707 F.3d 1057, 1071-72 (9th Cir. 2013)) (alterations in original). The Supreme Court reversed finding that the Ninth Circuit had erred because its analysis "skip[ped] the crucial first step in the content-neutrality analysis: determining whether the law is content neutral on its face." *Id.* at 2228. Importantly, the Supreme Court stated that "[a] law that is content based on its face is subject to strict scrutiny regardless of the government's benign motive, content-neutral justification, or lack of 'animus toward the idea contained' in the regulated speech." *Id.* (quoting *Cincinnati v. Discovery Network, Inc.*, 507 U.S. 410, 429 (1993)). Thus, *Reed* instructs that "whether a law is content neutral on its face" must be considered "before turning to the law's justification or purpose." *Id.* (emphasis in original).

The Supreme Court also used *Reed* to clarify the distinction between "viewpoint discrimination" and "content discrimination." Viewpoint discrimination, which is "the regulation of speech based on 'the specific motivating ideology or the opinion or perspective of the speaker," is simply a "'more blatant' and 'egregious form of content discrimination." *Id.* at 2230 (quoting *Rosenberg v. Rector and Visitors of Univ. of Va.*, 515 U.S. 819, 829 (1995)). In other words, viewpoint discrimination prohibits speech specifically based on the particular point of view of the speaker. Content discrimination, on the other hand, prohibits speech based on the broad topic being discussed. For example, a town ordinance generally prohibiting all speech about war would be content discrimination, whereas a town ordinance specifically prohibiting only anti-war speech would be viewpoint discrimination. Although viewpoint discrimination is more "blatant" and "egregious" than content discrimination, the Supreme Court in *Reed* noted that

content discrimination is also prohibited by the First Amendment. *Id.* ("[I]t is well established that '[t]he First Amendment's hostility to content-based regulation extends not only to restrictions on particular viewpoints, but also to prohibition of public discussion of an entire topic.") (quoting *Consol. Edison Co. of N.Y. v. Public Serv. Comm'n of N.Y.*, 447 U.S. 530, 537 (1980)) (alteration in original). Thus, *Reed* makes clear that "a speech regulation targeted at specific subject matter is content based even if it does not discriminate among viewpoints within that subject matter." *Id.*<sup>8</sup>

According to *Reed*, "[g]overnment regulation of speech is content based if a law applies to particular speech because of the topic discussed or the idea or message expressed." *Reed*, 135 S. Ct. at 2227. In *Reed*, the Supreme Court instructed that when a court is determining whether a regulation of speech is facially content based, it must consider whether the regulation "on its face' draws distinctions based on the message a speaker conveys." *Id.* The Supreme Court further instructed that while "[s]ome facial distinctions based on a message are obvious, defining regulated speech by particular subject matter, and others are more subtle, defining regulated speech by its function or purpose." *Id.* Nevertheless, "[b]oth are distinctions drawn based on the message a speaker conveys, and, therefore, are subject to strict scrutiny." *Id.* 

The Court engages in this extended discussion of *Reed* because it confirms the correctness of this Court's prior conclusion that Ordinance No. 4627 is a content-based speech restriction. The Court believes it is also important to briefly note two decisions

<sup>&</sup>lt;sup>8</sup> Applying this principle to an example more akin to the present matter, a law prohibiting all solicitation speech in a public forum would be an example of content discrimination. On the other hand, a law prohibiting solicitation for only environmental causes would be an example of viewpoint discrimination. Both types of laws are prohibited by the First Amendment.

that were issued after *Reed* in cases similarly dealing with municipal panhandling regulations and cited by the parties in this matter.

In a June 19, 2014 decision in *Thayer v. City of Worcester, Massachusetts*, 755 F.3d 60 (1st Cir. 2014), the First Circuit Court of Appeals had concluded that a municipal panhandling ordinance was content neutral because it was "not designed to suppress messages expressed by panhandlers, Girl Scouts, the Salvation Army, campaign politicians, or anyone else subject to restriction." *Thayer*, 755 F.3d at 71. In its opinion, written by retired Associate Justice Souter, the First Circuit focused exclusively on the city's intent and justification for passing the ordinance. *Id.* at 67 ("In determining whether a particular regulation is content-neutral, the principal enquiry is 'whether the government has adopted a regulation of speech because of disagreement with the message it conveys.""). The First Circuit affirmed the District Court's denial of the plaintiffs' motion for a preliminary injunction. *Id.* at 78.

On June 29, 2015, a week and a half after issuing its decision in *Reed*, the United States Supreme Court granted the *Thayer* plaintiffs' petition for a writ of certiorari, vacated the judgment of the First Circuit, and remanded the case "for further consideration in light of [*Reed*]." *Thayer v. City of Worcester, Mass.*, 135 S. Ct. 2887 (2015). To date, the First Circuit has not yet issued its opinion on remand.

Like the First Circuit's first opinion in *Thayer*, on September 25, 2014, the Seventh Circuit Court of Appeals concluded that a city ordinance regulating panhandling was content neutral—though it admitted that it did not "profess certainty about [that] conclusion." *Norton v. City of Springfield, Ill.*, 768 F.3d 713, 717 (7th Cir. 2014). In reaching its decision, the Seventh Circuit focused on the fact that "[t]he ordinance is

indifferent to the solicitor's stated reason for seeking money, or whether the requester states any reason at all." *Id.* In addition, the Seventh Circuit pointed to the fact that "what activates the prohibition [in the ordinance] is *where* a person says something (in the 'downtown historic district') rather than what position a person takes." *Id.* Thus, the Seventh Circuit evaluated the ordinance "by the standard for time, place, and manner restrictions" and found that the ordinance passed muster under intermediate scrutiny.

The plaintiffs in *Norton* filed a petition for rehearing, which the Seventh Circuit deferred consideration of until the Supreme Court decided *Reed. Norton*, --- Fed. Appx. ---, Case No. 13-cv-3581, 2015 WL 4714073, at \*1 (7th Cir. Aug. 7, 2015). After *Reed* was decided, the Seventh Circuit applied it to the ordinance at issue and found that the ordinance "regulates 'because of the topic discussed.'" *Id.* (quoting *Reed*, 135 S. Ct. at 2227). Therefore, according to the Seventh Circuit, the ordinance is "a form of content discrimination" under *Reed. Id.* at \*2. The Seventh Circuit remanded the case to the district court with the instruction that it enter an injunction prohibiting enforcement of the ordinance. *Id.* 

Although only persuasive, the Court believes that the outcomes in *Thayer* and *Norton* provide yet additional support for the correctness of its prior conclusion that Ordinance No. 4627 is a content-based speech restriction.

# 2. The Challenged Provisions of Ordinance No. 4627 Do Not Withstand Strict Scrutiny

Having concluded that Ordinance No. 4627 is a content-based restriction on protected speech, the Court presumes that the ordinance is unconstitutional, and it must be struck down unless Grand Junction can demonstrate that it is "necessary to serve a compelling state interest." *Ark. Writers' Project*, 481 U.S. at 231.

As stated above in section II.B.1, Grand Junction takes the position in all of its briefing that Ordinance No. 4627 is a content-neutral time, place, and manner restriction that is subject to intermediate scrutiny. Despite the fact that Grand Junction's briefing addresses the incorrect level of scrutiny, the Court finds that, even if it had argued to the correct standard, Grand Junction would be unable to demonstrate that Ordinance No. 4627 is necessary to serve a compelling state interest. Therefore, the challenged provisions of Ordinance No. 4627 are unconstitutional under the First Amendment and cannot be enforced.

In its brief in support of its motion for summary judgment, Grand Junction argues that there is a "close fit" between Ordinance No. 4627 and "the harm intended to be regulated." (Doc. # 84 at 25.) According to Grand Junction, the harm that is intended to be regulated is "aggressive behavior in connection with certain solicitation activities." (Doc. # 84 at 25.) As proof of this alleged aggressive solicitation, Grand Junction cites the deposition testimony of Chief Camper and Grand Junction City Manager Richard Englehart ("City Manager Englehart"). (Doc. # 84 at 25.)

During his deposition, Chief Camper stated that, generally speaking, Grand
Junction "had seen an increase or had become aware of an increase in more reports of
aggressive panhandling." (Doc. # 84-1 at 17.) Chief Camper then discussed two
specific examples. First, Chief Camper described how, following an annual conference
of chiefs of police held in Grand Junction, he was "approached on at least three
occasions by either chiefs or their spouses indicating that they had been aggressively
panhandled near or at the Convention Center." (Doc. # 84-1 at 19.) Chief Camper
stated that the panhandlers in this instance were allegedly "very persistent and, at least

in one case, . . . [verbally] abusive towards the spouse of one of the chiefs." (Doc. # 84-1 at 19.) Second, Chief Camper discussed a specific instance in which a county employee was alleged to have been "pretty aggressively harassed by vagrants near the 4th/Main Wells Fargo at about noon."

She was well dressed, walking towards the bank, when the subjects approached her for money. When she refused, they became loud and aggressive and made comments about the police taking away their tents and having nowhere to stay. She was pretty intimidated . . . .

(Doc. # 84-1 at 19.) Chief Camper also recalled, generally, "some discussion about the [restaurant] patios, that [Grand Junction] had had increased complaints of that, and also when people are waiting to enter a line to go into some event or they're sort of in a queue to get into an event or theater." (Doc. 84-1 at 17.)

During his deposition, City Manager Englehart stated that he was told about "some challenges downtown with the restauranteurs and that people, while they were having lunch, were being approached aggressively to give money." (Doc. # 84-1 at 22.) City Manager Englehart also discussed two instances during which he, personally, was "aggressively panhandled":

I pulled up to an intersection, and a gentleman that was walking alongside my car—I have a convertible—yelled at me, asked me if I had any money. And I said, I'm sorry, I don't. He walked out next to my car, leaned over the top, and said, Come on, Dude. You drive a car like this, you've got money. Give me any money that you may have. I said, I'm sorry, sir. I don't have any money. Now he's out in the traffic lane. He sees the change in my cup-holders. He says, Well, you've got money right there. And I said, I'm sorry, sir, you are going to need to leave. And he had a few choice words and walked off.

• • •

I was pulling money out of a bank and a gentleman stood there and waited until I finished. He says, Can you spare some of that money you just pulled out? And I said, No, sir. He said, All right, thank you, and he walked off. Those are my personal experiences.

(Doc. # 84-1 at 23.)

Grand Junction argues that Ordinance No. 4627 is narrowly tailored because it "only addresses conduct in certain limited zones and at limited times" and it "does not sweep in any more conduct than is necessary to address the City's legitimate interest in promoting public safety." (Doc. # 84 at 25.) The Court does not question that "public safety" is a compelling governmental interest. See, e.g., Schenck v. Pro-Choice Network of W. N.Y., 519 U.S. 357, 375 (1997) (discussing "public safety and order" as a valid governmental interest). However, Grand Junction cannot demonstrate that the challenged provisions of Ordinance No. 4627 are necessary to serve that interest.

Simply put, the challenged portions of Ordinance No. 4627 are over-inclusive because they prohibit protected speech that poses no threat to public safety. For example, subsection (a) of section 9.05.040 of Ordinance No. 4627 prohibits panhandling "[o]ne-half (1/2) hour after sunset to one-half (1/2) hour before sunrise." (Doc. # 25-4 at 5.) Grand Junction has not demonstrated that this prohibition on protected speech is necessary for public safety. None of the alleged instances of "aggressive panhandling" —the stated impetus for Ordinance No. 4627—occurred at night. In fact, Chief Camper himself stated that they "don't see a lot of" nighttime panhandling in Grand Junction. (Doc. # 86-2 at 23.) There is no indication that panhandling at night—no matter the location in Grand Junction—is inherently dangerous or threatening to the public. Therefore, Grand Junction has not shown that a blanket prohibition on panhandling at night is necessary to advance public safety.

Subsection (e) of section 9.05.040 of Ordinance No. 4627 prohibits panhandling if "[t]he person panhandling knowingly continues to request the person solicited for money or other thing of value after the person solicited has refused the panhandler's initial request." In one of the examples of "aggressive panhandling" discussed by Chief Camper, the panhandlers were allegedly "very persistent." (Doc. # 84-1 at 19.) The Court interprets this to mean that the panhandlers requested money or a thing of value more than once. In addition, in the encounter described by City Manager Englehart that took place when he was driving his car, it appears that he may have been solicited more than once. (Doc. # 84-1 at 23.) However, in neither instance does it appear that the safety of the person being solicited was threatened simply because the person doing the soliciting had made a second request after the initial request was refused. Grand Junction has not shown—and the Court does not believe—that a repeated request for money or other thing of value necessarily threatens public safety. Thus, a ban on multiple requests is not necessary to serve a compelling governmental interest.

Subsection (g) of section 9.05.040 of Ordinance No. 4627 prohibits panhandling "[w]ithin twenty (20) feet of an automatic teller machine or of a bus stop." (Doc. # 25-4 at 5.) During his deposition, City Manager Englehart described an instance in which he personally was solicited after obtaining money from an ATM. (Doc. # 84-1 at 23.) City Manager Englehart stated that after he denied the request for money, the requester said, "All right, thank you," and walked away. (Doc. # 84-1 at 23.) The Court does not see how that interaction in particular threatened City Manager Englehart's safety or, more generally, how any request for money, simply because it occurs within 20 feet of an ATM (whether or not the person solicited used or planned to use the ATM),

constitutes a threat to public safety. With regard to the ban on panhandling within 20 feet of a bus stop, none of the specifically identified instances of "aggressive panhandling" identified by Grand Junction occurred within 20 feet of a bus stop. Grand Junction has not shown—and the Court does not believe—that a request for money, simply because it occurs within 20 feet of a bus stop, threatens public safety.

Therefore, the ban on panhandling with 20 feet of an ATM or bus stop is not necessary to serve a compelling government interest.

Subsection (i) of section 9.05.040 of Ordinance No. 4627 prohibits panhandling "[i]n a public parking garage, parking lot or other parking facility." (Doc. # 25-4 at 5.)

None of the specifically identified instances of "aggressive panhandling" identified by Grand Junction occurred in a public parking garage, parking lot, or other parking facility. Similar to the other prohibitions set forth in Ordinance No. 4627, Grand Junction has not shown—and the Court does not believe—that a solicitation for money or other thing of value is a threat to public safety simply because it takes place in a public parking garage, parking lot, or other parking facility. Therefore, the ban on panhandling in these areas is not necessary to serve a compelling government interest.

Lastly, subsection (j) of section 9.05.040 of Ordinance No. 4627 prohibits panhandling "[w]hen the person solicited is present within the patio or sidewalk serving area of a retail business establishment that serves food and/or drink, or waiting in line to enter a building, an event, a retail business, or a theater." (Doc. # 25-4 at 5.) None of the specific instances of "aggressive panhandling" identified by either Chief Camper or City Manager Englehart took place while the person solicited was either within the patio or sidewalk serving area of a restaurant, café, or bar, or waiting in line to enter a

building, an event, a retail business, or a theater. Nevertheless, like all of the other challenged prohibitions, Grand Junction has not shown—and the Court does not believe—that the panhandling of an individual in the areas identified in subsection (j), without more, constitutes a threat to public safety. Therefore, the ban on panhandling individuals in the locations specified in subsection (j) is not necessary to serve a compelling government interest.

The Court notes that certain behavior that may be engaged in by solicitors when soliciting could threaten public safety. For example, the solicitor may engage in conduct that is intimidating, threatening, coercive, or obscene and that causes the person solicited to reasonable fear for his or her safety. Such conduct, in fact, is expressly prohibited by subsection (b) of section 9.05.040 of Ordinance No. 4627. Tellingly, Plaintiffs do not challenge subsection (b). At times, threatening behavior may accompany panhandling, but the correct solution is not to outlaw panhandling. The focus must be on the threatening behavior. Thus, the problem in this case is that Grand Junction has taken a sledgehammer to a problem that can and should be solved with a scalpel. In attempting to combat what it sees as threatening behavior that endangers public safety, Grand Junction has passed an ordinance that sweeps into its purview non-threatening conduct that is constitutionally protected. Thus, the Court is compelled to strike down subsections (a), (e), (g), (i), and (j) of section 9.05.040 of Ordinance No. 4627.

<sup>&</sup>lt;sup>9</sup> The free speech protections afforded by Article II, Section 10 of the Colorado Constitution is "of greater scope than that guaranteed by the First Amendment." *Bock v. Westminster Mall Co.*, 819 P.2d 55, 59 (Colo. 1991). Therefore, "the level of scrutiny required to safeguard the broader free speech protections afforded by Article II, Section 10 of the Colorado Constitution [is] necessarily more stringent than that associated with

#### C. Equal Protection Claims

The parties' cross-motions for summary judgment also address Plaintiffs' claim that the challenged provisions of Ordinance No. 4627 violate their right to the equal protection of the laws under both the Fourteenth Amendment to the United States Constitution and Article II, Section 25 of the Colorado Constitution. Plaintiffs only argument in support of their equal protection claim is that "[t]he elements are met by establishing that [Ordinance No. 4627] discriminates on the basis of content." (Doc. # 85 at 36.) In support of this argument, Plaintiffs cite *Police Department of Chicago v. Mosley*, 408 U.S. 92 (1972), and *Speet v. Schuette*, 889 F. Supp. 2d 969 (W.D. Mich. 2012), *aff'd on other grounds*, 726 F.3d 867 (6th Cir. 2013). Grand Junction, on the other hand, argues that "Plaintiffs' equal protection challenge fails because they are not members of a suspect class and [Ordinance No. 4627] does not impinge their fundamental rights." (Doc. # 84 at 31.) The Court finds that neither party's analysis provides much insight.

Section 1 of the Fourteenth Amendment provides that "[n]o state shall . . . deny to any person within its jurisdiction the equal protection of the laws." U.S. Const. amend. XIV, § 1. In other words, the government may not treat any person or class of people differently than any other similarly-situated person or class of people without providing adequate justification. The level of scrutiny with which a court reviews a law challenged on equal protection grounds (i.e., the strength of the justification that must be provided by the government) depends upon the type of classification made by the

First Amendment analysis." *Denver Pub. Co. v. City of Aurora*, 896 P.2d 306, 323 (Colo. 1995). Thus, because the challenged subsections of Ordinance No. 4627 cannot withstand strict scrutiny as required by the First Amendment, they necessarily cannot withstand the more stringent scrutiny required by Article II, Section 10 of the Colorado Constitution.

government or whether the classification affects a fundamental right. See, e.g., Clark v. Jeter, 486 U.S. 456, 461 (1988) ("In considering whether state legislation violates the Equal Protection Clause of the Fourteenth Amendment, . . . we apply different levels of scrutiny to different types of classifications.") "Classifications based on race or national origin . . . and classifications affecting fundamental rights . . . are given the most exacting scrutiny." *Id.* (citations omitted).

In light of the Court's conclusion that the challenged provisions of Ordinance No. 4627 are unconstitutional under the First Amendment, it is not necessary to decide whether the challenged provisions are also unconstitutional under the Equal Protection Clause of the Fourteenth Amendment because the outcome of the case will not be affected. Nevertheless, for purposes of providing guidance to the parties and to dispose of all of the claims on the merits, the Court will address Plaintiffs' equal protection claim.

The Court finds that the Equal Protection Clause is not applicable to the present matter because Ordinance No. 4627 does not create classifications of individuals at all—let alone classifications based on race or national origin, or classifications affecting fundamental rights. Yes, Ordinance No. 4627 clearly affects the fundamental right of free speech, but it affects the free speech right of every individual in Grand Junction. The prohibitions on panhandling as set forth in Ordinance No. 4627 apply equally to all persons within the city limits.

<sup>&</sup>lt;sup>10</sup> The Court notes that the Sixth Circuit in *Speet* explicitly declined to consider whether the anti-begging ordinance at issue in that case violated the Fourteenth Amendment because it had already affirmed the district court's finding that the ordinance violated the First Amendment.

In the Court's opinion, the fact that some speech is prohibited while other speech is not does not trigger equal protection analysis. If that were the case, all First Amendment claims would necessarily be Fourteenth Amendment claims as well. The Court believes that the Equal Protection Clause prohibits laws that create certain classifications of individuals, not certain classifications of speech.

In support of this conclusion, the Court finds informative cases in which a state law was found unconstitutional under the Equal Protection Clause because the classification made by the law affected an individual's fundamental right. For example, in *Kramer v. Union Free School District No. 15*, 392 U.S. 621 (1969), the United States Supreme Court struck down a New York statute that limited voting in school district elections to owners or lessees of taxable property and parents or guardians of children in public schools. In *Dunn v. Blumstein*, 405 U.S. 330 (1972), the Supreme Court invalidated a Tennessee law that created a durational residency requirement for wouldbe voters. In both cases, the law at issue created classes of individuals (i.e., property owner vs. non-property owner, parent vs. non-parent, resident for a certain period of time vs. non-resident for a certain period of time) and prohibited individuals in one of the classes from exercising a fundamental right (voting). Without the government demonstrating that such distinctions were necessary in order to achieve a compelling government interest, the laws could not stand.

Unlike the statutes at issue in *Kramer* and *Dunn*, Ordinance No. 4627 does not deny the exercise of a fundamental right to a certain class of individuals while granting it to another. As stated above, *no one* in Grand Junction may engage in panhandling as

set forth in Ordinance No. 4627. Thus, a violation of the ordinance is determined not by *who* speaks, but rather by *what* is spoken.

The mere fact that certain individuals may express the prohibited speech does not mean that those individuals are a class for equal protection purposes. Such reasoning would lead to the outlandish conclusion that every law creates classes of people—those that follow it and those that do not. The Court believes that prohibiting such a "classification" is not what the Equal Protection Clause of Fourteenth Amendment is meant to accomplish.

Therefore, the Court will grant summary judgment in favor of Grand Junction on Plaintiffs' equal protection claims under both the Fourteenth Amendment to the United States Constitution and Article II, Section 25 of the Colorado Constitution. <sup>11</sup>

#### D. Due Process Claims

In their third claim for relief, Plaintiffs assert that the challenged provisions of Ordinance No. 4627 are unconstitutionally vague in violation of the Due Process Clause of the Fourteenth Amendment. Plaintiffs argue that Ordinance No. 4627 is "vague as to 'passive' panhandling." (Doc. #85 at 37.) In support of this argument, Plaintiffs point to the fact that, while the definition of "panhandling" explicitly states that the solicitor must "approach, accost, or stop" another person, the definition also, in Plaintiffs' reading, "applies to solicitation carried out by 'written signs or other means.'" (Doc. #85 at 37-38.) Plaintiffs also argue that "vagueness concerns are . . . raised by the amended

<sup>&</sup>lt;sup>11</sup> In interpreting the equal protection guarantee under the Colorado Constitution, the Supreme Court of Colorado has "followed the analytical mode developed by the United States Supreme Court in construing the equal protection clause of the fourteenth amendment." *Firelock Inc. v. Dist. Court in and for the 20th Judicial Dist. of the State of Colo.*, 776 P.2d 1090, 1097 (Colo. 1989). Thus, because Plaintiffs' challenge under the Equal Protection Clause of the Fourteenth Amendment fails, their challenge likewise fails under Article II, Section 25 of the Colorado Constitution.

ordinance's consent provision." (Doc. # 85 at 39.) In support of this argument,

Plaintiffs' assert that it is unclear whether the solicitor must obtain the consent of the

person to be solicited before the solicitation takes place. (Doc. # 85 at 39-40.)

Grand Junction, on the other hand, argues that Ordinance No. 4627 "is not impermissibly vague—it expressly defines what constitutes 'panhandling,' 'obscene,' and 'obstruct.'" (Doc. # 84 at 34.) According to Grand Junction, Ordinance No. 4627 "provides fair notice of the conduct it proscribes and is not subject to arbitrary application."

Section 1 of the Fourteenth Amendment provides that "[n]o state shall . . . deprive any person of life, liberty, or property, without due process of law." U.S. CONST. amend. XIV, § 1. To comport with the Due Process Clause of the Fourteenth Amendment, a law must "give a person of ordinary intelligence fair notice that his contemplated conduct is forbidden by the statute." *United States v. Lovern*, 590 F.3d 1095, 1103 (10th Cir. 2009) (internal quotation marks omitted). This notice must be given "in a manner that does not encourage arbitrary and discriminatory enforcement." *Skilling v. United States*, 561 U.S. 358, 402-03 (2010). However, the Supreme Court has recognized that, "[c]ondemned to the use of words, we can never expect mathematical certainty from our language." *Grayned v. City of Rockford*, 408 U.S. 104, 110 (1972).

Despite having already found that the challenged provisions of Ordinance No.

4627 are unconstitutional under the First Amendment, the Court will address Plaintiffs'
due process claims because the Court believes that it is important to both decide the
claim on the merits and provide guidance to the parties on the vagueness issue.

Applying the standards set forth above, the Court finds that Ordinance No. 4627 is not unconstitutionally vague. Ordinance No. 4627 defines "panhandling" as "to knowingly approach, accost or stop another person in a public place and solicit that person without that person's consent, whether by spoken words, bodily gestures, written signs or other means, for money, employment or other thing of value." (Doc. # 25-4 at 4.) It is clear from this definition that all "panhandling," as defined by the ordinance, must begin with the solicitor knowingly approaching, accosting, or stopping another person. Once that action has taken place, the solicitor may solicit that person by spoken words, bodily gestures, written signs, or other means. A person sitting or standing still and holding a sign (i.e., a "passive" solicitor), by definition, is not "panhandling" because that person is not approaching, accosting, or stopping another person. Based upon this natural and straightforward reading of Ordinance No. 4627, the Court believes that the language used is sufficiently clear, such that it would "give a person of ordinary intelligence fair notice" of what conduct is forbidden.

In addition, the Court believes that the consent provision is not unconstitutionally vague. Again, Ordinance No. 4627 defines "panhandling" to mean "to knowingly approach, accost or stop another person in a public place and solicit that person without that person's consent . . . . " (Doc. # 25-4 at 4.) Grand Junction is correct that "consent" is a concept that appears throughout American jurisprudence. People of ordinary intelligence generally understand what "consent" is and the law expects people to obtain consent in certain instances. A law that requires "consent" is, based on this alone, not unconstitutionally vague. Thus, Plaintiffs' argument may be boiled down to the fact that Ordinance No. 4627 does not specify *how* consent is to be obtained. However, this fact

alone does not render the language unconstitutionally vague. Of course, common sense tells us that a would-be solicitor could ask whether the person to be solicited consents to the solicitation. Although cumbersome, and perhaps unrealistic in a real world setting, such a practice would provide the solicitor with express consent (or lack thereof). The law recognizes that consent may also be implied. A person may communicate his or her consent through action (or, in some instances, inaction). Although implied consent may be more difficult to ascertain, it nevertheless is an acceptable form of consent.<sup>12</sup>

Thus, the Court finds that the challenged provisions of Ordinance No. 4627 are not unconstitutionally vague under the Due Process Clause of the Fourteenth Amendment.

## E. Plaintiffs' Motion for Leave to File a Second Supplemental Complaint

Also before the Court is Plaintiffs' Motion for Leave to File Second Supplemental Complaint. (Doc. # 66.) In their proposed Second Supplemental Complaint, Plaintiffs seek to add as a defendant in this litigation Chief Camper, in his official capacity. In support of their motion, Plaintiffs argue that the proposed Second Supplemental Complaint "sets forth events that have transpired and new facts that have emerged since the filing of the original Complaint in this action on March 18, 2014." (Doc. # 66.) More specifically, Plaintiffs assert that, during his deposition on October 21, 2014, Chief Camper "revealed a plan to enforce the challenged ordinance in a manner and under circumstances that contradict representations made by the City in its motion to dismiss and reply in support of motion to dismiss." (Doc. # 66 at 2.) Plaintiffs allege that during

<sup>&</sup>lt;sup>12</sup> The Court assumes that Grand Junction understood when it passed Ordinance No. 4627 that "lack of consent" would be an element of a violation of the ordinance and would thus need to be proven in any prosecution under the ordinance.

his deposition, Chief Camper "stated that the ordinance would be enforced against panhandlers who do not initiate interactions but instead solicit silently by holding a sign." (Doc. # 66 at 2.) Plaintiffs, therefore, seek to enjoin Chief Camper from enforcing the challenged ordinance against them. (Doc. # 66 at 2.)

In its response to Plaintiffs' motion, Grand Junction asserts that "it is clear from Chief Camper's testimony that neither he nor any City official is presently enforcing the ordinance." (Doc. # 69 at 2.) Therefore, Grand Junction argues, "Plaintiffs' requested supplemental complaint amounts to an anticipatory as-applied challenge to the ordinance." (Doc. # 69 at 2-3.) In addition, Grand Junction argues that "[b]ecause the ordinance is not being enforced and the Chief clearly stated that he would seek the input of his attorneys before enforcing the ordinance, there is no live case or controversy." (Doc. # 69 at 3.) According to Grand Junction, Plaintiffs' motion should be denied because it would be subject to a motion to dismiss and, thus, futile. (Doc. # 69 at 3.)

In their reply to Grand Junction's response, Plaintiffs assert that "[t]he original complaint includes claims aimed at prohibiting enforcement of the challenged Ordinance as written," whereas the proposed new claims "directly challenge Chief Camper's plan to enforce the Ordinance." (Doc. # 70 at 6.) In support, Plaintiffs take the position that "the Ordinance as written and as Chief Camper plans to enforce it are not one and the same." (Doc. # 70 at 6.)

Federal Rule of Civil Procedure 15(d) provides that "[o]n motion and reasonable notice, the court may, on just terms, permit a party to serve a supplemental pleading setting out any transaction, occurrence, or event that happened after the date of the

pleading to be supplemented." Trial courts are given "broad discretion" when deciding whether to permit a party to serve a supplemental pleading. See, e.g., Walker v. United Parcel Serv., Inc., 240 F.3d 1268, 1278 (10th Cir. 2001). However, a party's request for leave to file a supplemental complaint "should be liberally granted unless good reason exists for denying leave, such as prejudice to the defendants." Id. (quotation marks and citation omitted).

In the present matter, good reason exists to deny Plaintiffs' motion for leave to file their proposed Second Supplemental Complaint. Filing a Second Supplemental Complaint to add Chief Camper as a defendant in this action would be unnecessarily duplicative because, in the context of this litigation, the City of Grand Junction and Chief Camper in his official capacity are one and the same. See, e.g., Thompson v. City of Lawrence, Kan., 58 F.3d 1511, 1517 (10th Cir. 1995) ("A suit against a city official in his official capacity is no different from a suit against the City itself."); Watson v. City of Kansas City, Kan., 857 F.2d 690, 695 (10th Cir. 1988) ("A suit against a municipality and a suit against a municipal official acting in his or her official capacity are the same."). In other words, Plaintiffs' argument relies on a distinction without a difference. There is no legal significance to adding Chief Camper in his official capacity as a defendant in this action. All orders and judgments binding on Grand Junction are equally binding on Grand Junction's chief of police. Therefore, Plaintiffs have not provided sufficient justification for adding Chief Camper in his official capacity as a defendant in this action.

# F. Grand Junction's Motion to Stay the Court's Consideration of the Pending Cross-Motions for Summary Judgment for Sixty Days

Also before the Court is Grand Junction's recently filed motion to stay for sixty days the Court's consideration of the cross-motions for summary judgment. (Doc. # 110.) Plaintiffs oppose Grand Junction's motion. (Doc. # 112.)

In support of its motion, Grand Junction notes the *Reed, Thayer*, and *Norton* decisions and states that "[i]n response to these developments in the law, the City of Grand Junction has elected to consider further amendments to Ordinance No. 4627." (Doc. # 110 at 2.) Grand Junction asserts that the "[f]irst reading of the proposed amended ordinance will occur on October 7, 2015," and "the anticipated date for the full public hearing on the proposed ordinance is October 21, 2015." (Doc. # 110 at 3.) Grand Junction also states that "[t]he proposed amendments, if passed, would eliminate all of the challenged portions of the current ordinance as well as other restrictions on panhandling in order to comply with the *Reed* decision." (Doc. # 110 at 3.) According to Grand Junction: "The proposed amendments would effectively remove all of the claims for injunctive and declaratory relief from this action. The only claim that would survive the proposed amendments is Ms. Stewart's claim for nominal damages." (Doc. # 110 at 3.)

As Plaintiffs correctly point out, Grand Junction has not provided the Court with the text of the proposed amendments to Ordinance No. 4627. Therefore, the Court is unable to determine the extent to which the proposed amendments address the constitutional infirmities of Ordinance No. 4627. Moreover, the proposed amendments are just that—*proposed* amendments. It is not certain that they will pass and, until that time, Ordinance No. 4627 is in effect. Grand Junction provides an additional reason

why the Court should not stay its consideration of the cross motions for summary judgments—even if Ordinance No. 4627 is amended, Plaintiff Stewart's claim for nominal damages would not be rendered moot. Therefore, the Court would still be required to assess the constitutionality of the challenged sections of Ordinance No. 4627, and judicial resources would not be conserved by staying consideration of the cross motions for summary judgment.

# III. CONCLUSION

Accordingly, it is hereby ORDERED that:

Plaintiffs' Motion for Summary Judgement (Doc. # 85) is GRANTED IN PART

AND DENIED IN PART. Plaintiffs' Motion is GRANTED as to Claims One and Five of

Plaintiffs' Complaint, and DENIED as to Claims Two, Three, Four, Six, Seven, and Eight

of Plaintiffs' Complaint;

Grand Junction's Motion for Summary Judgment (Doc. # 84) is GRANTED IN PART AND DENIED IN PART. Grand Junction's Motion is GRANTED as to Claims Two, Three, Four, Six, Seven, and Eight of Plaintiffs' Complaint, and DENIED as to Claims One and Five of Plaintiffs' Complaint;

Grand Junction is PERMANENTLY ENJOINED from enforcing subsections (a), (e), (g), (i), and (j) of section 9.05.040 of Ordinance No. 4627;

Plaintiff Stewart is awarded nominal damages in the amount of \$1.00;

Plaintiffs shall have their costs pursuant to Federal Rule of Civil Procedure 54(d)(1) and Civil Local Rule 54.1;

Plaintiffs' Motion for Leave to File a Second Supplemental Complaint (Doc. # 66) is DENIED; and

Grand Junction's Motion to Stay the Court's Consideration of the Pending Cross-Motions for Summary Judgment for Sixty Days (Doc. # 110) is DENIED.

The Clerk of the Court shall enter judgment in favor of Plaintiffs on Claims One and Five of Plaintiffs' Complaint and in favor of Defendants on Claims Two, Three, Four, Six, Seven, and Eight of Plaintiffs' Complaint. All claims and matters having been decided, the Clerk shall close this case.

DATED: September 30, 2015

BY THE COURT:

CHRISTINE M. ARGUELLO United States District Judge

Christine Magnello



# City of Littleton

6g
Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

# **Staff Communication**

File #: Ordinance 109-2015, Version: 3

Agenda Date: 12/15/2015

Subject:

Ordinance on second reading approving a third amendment to the lease for 1221 West Mineral Avenue.

Presented By: Chris Armstrong, Fire Chief

# **POLICY QUESTION:**

Does city council support a third amendment to renew the lease for Littleton Fire Rescue (LFR) offices at 1221 West Mineral Avenue?

## **BACKGROUND:**

Since 2009, the city has leased office space at 1221 West Mineral Avenue, which now serves as the LFR administration headquarters. This lease is due for renewal, with no rent increase through February 2017 and a five percent increase for the subsequent year.

# **STAFF ANALYSIS:**

Staff recommends approval of the lease.

# **FISCAL IMPACTS:**

There is no fiscal impact for 2016 and a \$3,500 annual increase for 2017.

# STAFF RECOMMENDATION:

Staff recommends approval of the ordinance.

# **PROPOSED MOTION:**

I move to approve the ordinance on second reading approving a third amendment to the lease for 1221 West Mineral Avenue.

1	CITY OF LITTLETON, COLORADO
2	ORDINANCE NO. 109
4	ORDINANCE NO. 10)
5	Series, 2015
6	
7	INTRODUCED BY COUNCILMEMBERS:
8	
9	AN ORDINANCE OF THE CITY OF LITTLETON,
10	COLORADO, APPROVING A THIRD AMENDMENT TO
11	THE LEASE FOR 1221 WEST MINERAL AVENUE
12 13	WHEREAC A 9-C Dynam Investments II C and the sity entered into a lease
13	WHEREAS, A&S Burger Investments, LLC and the city entered into a lease,
14 15	which was amended in 2009 and 2012, for office space at 1221 West Mineral Avenue;
16	WHEREAS, the parties desire to renew the lease through February 28, 2018; and
17	WIEREINS, the parties desire to renew the lease through reordary 20, 2010, and
18	WHEREAS, the city council finds it to be in the best interest of the health, safety
19	and welfare to renew the lease;
20	
21	NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF
22	THE CITY OF LITTLETON, COLORADO, THAT:
23	
24	Section 1: The Lease Amendment III to the Lease dated October 23,
25	2009 between the City of Littleton and A&S Burger Investments, LLC, as amended, for
26	office space located at 1221 West Mineral Avenue, Littleton, Colorado, is hereby
27	approved. The Lease dated October 23, 2009, Lease Amendment I dated October 26,
28 29	2009 and Lease Amendment II dated December 6, 2012 are hereby ratified.
29 30	Section 3: Severability. If any part, section, subsection sentence, clause or
31	phrase of this ordinance is for any reason held to be invalid, such invalidity shall not
32	affect the validity of the remaining sections of this ordinance. The City Council hereby
33	declares that it would have passed this ordinance, including each part, section, subsection,
34	sentence, clause or phrase hereof, irrespective of the fact that one or more parts, sections,
35	subsections, sentences, clauses or phrases may be declared invalid.
36	•
37	Section 4: Repealer. All ordinances or resolutions, or parts thereof in
38	conflict with this ordinance are hereby repealed, provided that this repealer shall not
39	repeal the repealer clauses of such ordinance no revive any ordinance thereby.
40	
41	DIEDODIJATO AGA DILI.
12	INTRODUCED AS A BILL at a regularly scheduled meeting of the City Council

1	of the City of Littleton on the $1^{st}$ day of December, 2015, passed on first reading by a vote of $\underline{7}$		
2	FOR and <u>0</u> AGAINST; and ordered published by posting at Littleton Center, Bemis Library, the		
3	Municipal Courthouse and on the City of Littleton Website.		
4	PUBLIC HEARING on the Ordinance to take place on the 15 <sup>th</sup> day of December		
5	2015, in the Council Chambers, Littleton Center, 2255 West Berry Avenue, Littleton, Colorado,		
6	at the hour of 6:30 p.m., or as soon thereafter as it may be heard.		
7	PASSED on second and final reading, following public hearing, by a vote ofFOR		
8	and AGAINST on the 15 <sup>th</sup> day of December, 2015 and ordered published by posting at		
9	Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton		
10	ATTEST:		
11			
12	Wendy Heffner	Bruce O. Beckman	
13	CITY CLERK	MAYOR	
14			
15	APPROVED AS TO FORM:		
16			
17			
18	Kristin Schledorn		
19	CITY ATTORNEY		

#### LEASE AMENDMENT I

The following language amends a lease dated October 23, 2009 by and between A & S Burger Investments L.L.C. and the City of Littleton.

1) TO HAVE AND TO HOLD paragraph and Section 1 Base Rent is replaced in it's entirety with the following language:

TO HAVE AND TO HOLD the same with all appurtenances from of the 1st day of November 2009 until 12:00 Noon of the 31st day of January 2011. Subject to annual appropriation, this lease automatically renews annually and is subject to Base rent as described below. Tenant may terminate this lease based upon Section 23 of this lease with a 90 day written notice to Landlord on or before November 1 of each calendar year. Upon the following terms and conditions, to wit:

# 1. BASE RENT.

The annual Base Rent is \$58,800 payable in 15 monthly installments as follows:

Month 1 November 2009 due upon lease execution. \$4,900 due.

Months 2-4 December 2009-February 2010 rent is waived.

Months 5-15 March 2010 – January 2011. \$4,900 per month.

Tenant has options to two one-year lease renewals at the Base Rent of \$4,900 per month.

The Months for rent waiver begins December 1, 2009.

2) Section 25: The second paragraph that references Inverness Properties LLC fees is replaced in it's entirety with the following

Inverness Properties, LLC is the agent of Tenant, and has a fiduciary responsibility to Tenant. However, all fees to Inverness Properties, L.L.C. shall be paid by Landlord. As a part of this agreement, Landlord hereby agrees to remit to Inverness Properties, LLC, within ten (10) days of mutual execution and delivery of this Lease, the amount of \$4,000.00. Upon receiving annual appropriations and proper approval for each of the one year renewals (two renewals total) Inverness Properties, L.L.C. is entitled to an additional \$4,000 fee per year of renewal (two renewal periods at \$4,000 each, total \$8,000).

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 27 day of oct, 2009.

LANDLORD:

By Sum Collado

Title: City of Littleton

Address:
Littleton, CO 80120

Littleton, CO 80165

# LEASE FOR 1221 WEST MINERAL AVENUE

THIS LEASE, is made and entered into this 23rd day of October 2009, by and between A & S Burger Investments LLC (hereinafter "Landlord") and City of Littleton, Colorado (hereinafter "tenant" or "City").

WITNESSETH, that for an in consideration of the payment of rent and the keeping and performance of the covenants and agreements by tenant as hereinafter set forth, Landlord hereby leases unto tenant the following described premises, situated in the City of Littleton, Arapahoe County, Colorado (hereinafter "the premises"), to wit 1221 West Mineral Avenue, Suite 100, Littleton, Colorado 80120.

Said premises containing 4,636 sq. ft., of usable square feet, additionally, the building common area multiplier shall be set forth in this instance as 12 % percent, which constitutes a total of 5,192 sq. ft. of rentable square feet constituting 11.9% percent of the building based on 45,320 total rentable square feet. (tenant's proportionate share). See Exhibit A for location of premises.

TO HAVE AND TO HOLD the same with all appurtenances from of the 1st day of November 2009 until 12:00 Noon of the 28th day of February 2013. Subject to annual appropriation, this lease automatically renews annually and is subject to Base rent as described below. Tenant may terminate this lease based upon Section 23 of this lease with a 90 day written notice to Landlord on or before November 1 of each calendar year. Upon the following terms and conditions, to wit:

# 1. BASE RENT.

Total Base rent is \$176,400 payable as follows:

Month 1 November 2009 due upon lease execution \$4900.

Months 2 to 5 December 2009-March 2010, rent is waived.

Months 6 to 40

April 2010 to February 2013 rent is \$4,900 per month for the next 35 month

period.

Said monthly rental shall be payable in advance, on or before 12:00 Noon, on the first day of each calendar month during said term to Landlord's agent personally or at such address as Landlord may designate from time to time, and is now designated as follows:

Burger Investments 801 West Mineral Avenue, Suite102, Littleton, CO 80120

#### 2. DELINQUENT RENT.

In the event the rent (including any additional rent due hereunder) is not paid on or before the <u>fifth day</u> of the month when due, an amount equal to **ten percent** of that month's rent shall be added to such rent and shall be considered additional rent hereunder. The addition of such amount and the collection thereof shall not operate to waive any other rights of Landlord hereunder for nonpayment of rent or for any other reason. All costs, charges and expenses which tenant assumes, agrees or is obligated to pay to Landlord pursuant to this Lease shall be deemed additional rent, and, in the event of nonpayment Landlord shall have all the rights and remedies with respect thereto as is herein provided for in case of nonpayment of rent. Tenant covenants to pay the rent, additional rent and adjustment of rent as in this Lease provided, when due.

1

3. ADDITIONAL RENT.

Beginning December 1, 2010, Tenant shall pay Landlord as additional rent those charges in respect to Prorated Operating Costs increases or decreases, (never the less rent will never be lower then Base Rent as outlined on Page 1). determined as set forth in Section 4 and other sums as are required to be paid by Tenant under this Lease. Any such charges or sums shall be deemed to be rent and shall be payable in the manner provided and recoverable as rent, and Landlord shall have all rights specified in this Lease against tenant for default in payments thereof as in the case of arrears of rent.

# 4. PRORATED OPERATING COSTS.

- (a) If, in any calendar year during the term of this Lease (or any extension or automatic renewals thereof), the Prorated Operating Costs (as herein defined) paid or incurred by Landlord shall be higher than such costs for the year 2010 Base Year), the rent shall be increased by tenant's proportionate share of such increase. The term "Base Year" shall be the additional building expenses for the calendar year in which tenant takes occupancy. The term "Prorated Operating Costs" as used herein shall be defined as set forth in Section 4 (b), below. The Base Year cost figure shall be established by taking the actual Prorated Operating Costs for 2010 and multiplying by a fraction the denominator of which is 45,320 square feet multiplied by 365 and the numerator of which is the sum of the products of the square feet actually occupied under each lease multiplied by the number of days of occupancy for the year under the lease. In the event that it becomes apparent to Landlord that tenant is using more or causing the increase in any Prorated Operating Costs (as defined below), than is represented by tenant's percentage of total leased space as set forth herein the building, Landlord shall have the right to adjust the Base Rent of said lease to reflect these costs.
- ((b) Prorated Operating Costs as said term is used herein shall consist of all expenditures by Landlord to operate and maintain the building for the calendar year based upon 95% occupancy of the building and with real estate taxes based upon a fully assessed and occupied basis. All operating expenses shall be determined in accordance with generally accepted accounting principles which shall be consistently applied. There shall be a three Percent (3%) per annum non-cumulative cap on all controllable expenses. The term "Prorated Operating Costs" as used herein shall mean all normal and customary expenses, costs, services and disbursements (excluding specific costs specially billed to and paid by individual tenants) of every kind and nature which Landlord shall pay or become obligated to pay because of or in connection with the operation and maintenance of the building including by the way of illustration and as is customary for comparable suburban office buildings in this area, but not limited to the following:
- (i) maintenance and security of the building, including a reasonable portion of the payroll taxes, insurance and employee benefits for personal hired for such tasks;
- (ii) all supplies and materials used in the operation and maintenance of the building;
- (iii) cost of all utilities for the building, including but not limited to the cost of water, power, heating, lighting, air conditioning, ventilation, sewer and wastewater;

- (iv) cost of all maintenance, reasonable building management, reasonable building management fees, and any and all service agreements for the building therein, including, but not limited to, automated entry doors, alarm and/or security service (if provided by Landlord) janitorial service, window cleaning service, elevator maintenance and service, ground maintenance, HVAC, plumbing, rubbish removal service, snow removal service, but excluding brokerage fees, advertising and other costs associated with renting space in the building;
- (v) cost of all insurance relating to the building, including the cost of casualty and liability insurance applicable to the building and Landlord's personal property used in connection therewith;
  - (vi) cost of repairs, replacements and general maintenance of building.
- (vii) all Real Estate Taxes for the building at the rate to be assessed on the building and assessments and special assessments imposed upon the building by any and all governmental bodies or authorities, and all charges specifically imposed in lieu of such taxes;
- Landlord shall, as soon as practical after the end of each calendar year, furnish to tenant a written statement showing in detail Landlord's Prorated Operating Costs for the proceeding calendar year and for the Base Year 2010, if they are not the same, and showing the amount, if any of any increase or decrease in the rent due from tenant for such calendar year. In the event this Lease shall commence on any date other than the first day of a calendar year, tenant's proportionate share shall be adjusted proportionately to the time that tenant occupies the premises. In addition to the monthly rental payment next following tenant's receipt of such statement, tenant shall pay to Landlord an amount equal to the sum of the rental adjustment for the entire preceding calendar year (or a portion thereof, if tenant occupied the premises only part of the year) and 1/12th of the rental adjustment for the then present calendar year (calculated by taking 1/12th of the adjustment for the preceding calendar year). Subsequent monthly rental payments shall be increased by 1/12th of the rental adjustment for said preceding calendar year. If lease is not renewed then Tenant owes the prior year Prorated Operating Costs payable in equal monthly installments for the remaining lease term. Additionally, Prorated Operating Costs for current calendar year shall be based upon prior calendar year and shall also be due and payable in the same manner. If Lease is renewed, amended or extended, the prior year Prorated Operating Costs are payable in the same manner as Notwithstanding anything contained in this Section 4, the rent payable by tenant shall in no event be less than the base rent as specified in Section 1.(above)
- (e) Attached as Exhibit B are Landlord's 2009 actual costs to date, and 2009 and 2010 budgets.

#### 5. LIABILITY INSURANCE.

Tenant shall provide and maintain public liability insurance and property damage insurance in standard form with bodily limits of \$1,000,000.00 as to any one person and \$1,000,000.00 as to more than one person in any one accident with property damage limits of \$500,000.00. Tenant shall furnish Landlord annually with a Certificate of Insurance and shall name Landlord as an additional insured on said Certificate. Tenant shall not hold or attempt to hold Landlord liable for any injury or damage, either proximate or remote, occurring through or caused by any repairs, alterations, injury or accident to adjacent premises or other parts of the premises not herein demised or by reason of the negligence or default of other person or persons; nor shall tenant hold or attempt to hold Landlord liable for any injury or damage occasioned by defective electric wiring, or the breakage or stoppage of plumbing or sewerage upon the premises or upon adjacent premises, whether said breakage or stoppage results from freezing or otherwise. Tenant is responsible for their own Personal Property Insurance and Workmen Compensation Insurance (if required by law).

# 6. CONDITION OF PREMISES.

- (a) Tenant shall use the premises for general office use, public interaction typical to Littleton Fire Rescue plan review services, administrative and any other lawful purpose common to and suitable for modern office buildings. Tenant shall not use or permit the premises to be used for any other purpose without written permission of Landlord and that permission will not be unreasonably withheld and permission granted or denied within 5 business days
- (b) Tenant shall not store or display items outside of the premises. The outside area is specifically intended for parking, loading and unloading for the premises. Tenant shall keep the premises clean and free from obstructions.
- (c) Tenant shall neither permit or cause the premises or the walls or floors thereof, to be endangered by overloading nor permit or cause the premises to be used for any purpose which would render the insurance thereon void or the insurance risk more hazardous.
- (d) Landlord warrants that the building is free from asbestos and all other hazardous materials.

#### 7. OCCUPANCY OF PREMISES.

- (a) The premises shall be made available to tenant at the commencement of the Lease term, except for written "punch list" items agreeable to tenant and Landlord and with the improvements and configuration as set forth below, in a clean condition with all work completed and/or necessary repairs having been made. If for any reason the premises shall not be ready or available for occupancy within forty-five (45) days of the commencement of the Lease term of this Lease, tenant shall have the right to rescind, cancel or terminate the same. Landlord shall not be liable for damages, if any, sustained by tenant on account of failure to obtain possession at the date specified for commencement of the term herein, and in such event the rent for the premises shall not commence until the premises are available and ready for occupancy. Occupancy of the premises by tenant shall be deemed acceptance of the premises by tenant in good suitable condition and acknowledgment of completion in full accordance with the provisions hereof unless otherwise agreed to by Landlord and tenant.
- (b) At the expiration of this Lease, tenant shall surrender and deliver up the premises in a good order and condition as when the same was entered upon, loss by casualty, inevitable accident, or ordinary wear and tear excepted.

- (c) Landlord shall provide and shall include as a part of the Base Rent, "turn-key" improvements to tenant as per the attached agreed upon plans and specifications (see Exhibit C attached hereto). Said improvements shall further include:
  - Data / telecommunications service connection in an acceptable location, phone board, and necessary electrical and reasonable adjustments to the existing building HVAC system (more supply/return area and/or ceiling fan versus HVAC units) for said equipment Location to be mutually agreed to by both parties. Landlord to provide the necessary existing wiring from said location to the existing tele/data outlets with in the suite. Tenant to "punch down" cable to Tenant provided equipment
  - 2. Building standard entry door with sidelight glass and tenant signage.
  - 3. Reception counter. As per e-mail dated September 30, 2009 from Scott Beasley
  - 4. Break area with kitchen upper and lower cabinets, countertop, sink, disposal, dishwasher and refrigerator with ice maker. A VCT tile surround apron shall be installed at area of these improvements.
  - 5. Tenant shall accept the existing carpeting in the premises, professionally cleaned and repaired as required.
  - 6. Painting of premises interior walls in up to two (2) colors of tenant's selection.
  - Reconfigure the existing restrooms as common for use by tenant and tenant's visitors.

Landlord shall complete all work in a good and workmanlike manner, in compliance with all codes, regulations and in same quality and standards as currently seen within the premises. HVAC and electrical system shall be in sufficient capacities for tenant's usage. HVAC zoning shall be exclusive to and controllable from within the premises. Landlord shall be responsible for providing heating and cooling in accordance with ASHRE standards. HVAC shall be available for use by tenant at all times.

# 8. LEASE RENEWAL.

(a) It is mutually agreed that no earlier than nine (9) months and no later than six (6) months prior to the expiration of the initial term, and for two (2) consecutive one (1) year periods, Landlord shall present a renewal proposal to tenant at the then prevailing market rental rate and terms for comparable buildings within this submarket, including inducements, leasing concessions, and tenant improvement allowances for each period. If for any reason a lease renewal cannot be executed, tenant will allow Landlord to post "lease availability" signs on building directory and allow Landlord to show prospective tenants, with 24 hour prior notice to tenant, the premises at any time during normal business hours 90 days prior to lease termination.

# 9. MAINTENANCE AND REPAIRS.

(a) Landlord shall make and pay for all repairs and maintenance of the demised premises, including, but not limited to, the roof, exterior walls, foundation, parking lot, grounds, common areas of the building, plumbing, HVAC system, elevator, electrical system. Landlord shall promptly maintain and make such repairs, subject to delays caused by strikes, fires, accidents, acts of God, orders of military, civil or governmental authority; or any other causes beyond the control of Landlord.

- (b) Landlord, at Landlord's expense, shall provide:
  - (i) Snow removal from parking lot and walkways as necessary.
  - (ii) Trash removal from building disposal unit located in parking lot.
  - (iii) After Hours Janitorial service, five days a week, Holidays excluded.
  - (iv) Exterior window washing as necessary.
  - (v) To supply restrooms with paper towels, tissues and hand soap.
- (vi) To replace bulbs, tubes and ballast for tenant, weekends and Holidays excluded.
- (c) Tenant or Landlord may be required to make and pay for any such repairs or maintenance to the premises and/or Common Areas of building, parking lot and grounds which becomes necessary by reason of the act of negligence of tenant or Landlord, its agents, licensees, servants, employees or customers.
- (d) If necessary, the Landlord shall be responsible for all costs and expenses to bring the building into compliance with the Americans with Disabilities Act.

# 10. RULES AND REGULATIONS.

- (a) Changes: These rules and regulations may be added to or amended from time to time at Landlord's discretion., however, with regard to Sections (c) Signs, (d) Parking and (n) Utilities, Landlord shall be required to obtain Tenant's reasonable prior approval (with respect to Tenant's reserved Parking and Reserved Parking signs only) Landlord's reasonable additions or amendments shall become effective when reduced to writing, approved by Tenant when necessary as set forth herein, and communicated to tenant.
- (b) Smoke Free: The entire building and, including the leased premises is considered SMOKE-FREE. The door entryways are SMOKE-FREE. Landlord shall designate a Smoking Area and at Landlord's discretion may relocate Smoking Area. Tenant and tenant's invitee's shall refrain from smoking of any kind except in the designated Smoking Area. Said designated Smoking Area shall not be located adjacent to the main building entry on the west side of building
- (c) Signs: No signs, notices, advertisements or other inscriptions shall be placed upon the interior and/or exterior of the premises by tenant without written permission of Landlord. Landlord, at Landlord's sole cost and expense, shall provide tenant building standard directory and suite entry signage. Tenant shall have the right to display its standard graphic and directional signage if necessary on the lobby facing glass wall adjacent to the entrance to the premises
- Tenant's employee and customer parking is authorized in the general Parking: (d) parking area of the building at a ratio of four (4) spaces per 1,000 rentable square feet. There is no overnight parking of non-operational vehicles. All vehicles that are on the lot must be in operating condition, which includes a functional engine, tires and current tags. Landlord shall have the right, from time to time, to establish, modify and enforce reasonable rules and regulations with respect to the parking area, and tenant agrees to abide by and conform to said rules and regulations. Landlord reserves the right to assign parking spaces for tenants use however in such event a reasonable amount of unassigned parking shall be available adjacent to tenant's premises and there shall be a reasonable amount of parking designated for visitors. In such event, parking spaces shall be reserved for tenant in a percentage at least equal to tenant's proportionate share. Landlord is not responsible for damage or theft of tenant's vehicles or tenant's invitee's vehicles. Bicycles are permitted inside the premises. Bicycles and are not to be attached or locked anywhere in the building, parking lot and grounds. Landlord is not responsible for theft or damage to bicycle. Parking lot lights will remain illuminated between 4 AM to sunrise and then sunset to midnight. Reserved Parking: In addition to the parking

above, tenant shall be designated initially six (6), and at any time up to ten (10) exclusive, reserved spaces as requested by tenant. Said reserved parking shall be for 24/7 use and storage of vehicles by tenant and clearly marked as such by Landlord, in the area and spaces as designated on the attached Exhibit D.

- (e) Animals: Except for Guide Dogs, animals are not permitted at any time in the building or on the grounds. Dogs related to the activities of the Littleton Fire Department, animals are permitted any time in the building or on the grounds. Dogs are not to kenneled overnight. Tenant is to use the field south of the building owned by Landlord for calls of nature by the dogs. The lawns are off limits to the dogs. Tenant is to inform Landlord as soon as reasonably possible for any dog "accident" in building. Tenant accepts sole cost for any clean-up involved. Tenant to use South Entry for dogs. Dogs are not permitted in the main lobby of the building. Tenant must keep dogs on lease at all times in the parking lot, grounds and common area of building.
- Locks and Building Hours of Operation: Tenant shall not attach any additional lock(s) on any door in the building without the reasonable written consent of the Landlord. building without the reasonable Tenant may install, or take additional security measures, including but not limited to cameras, special lighting (subject to approval by City of Littleton to grant variance to approved Photometric and Site Lighting Plans for site) and/or appropriate fencing (Fencing must match existing masonry materials similar to dumpster enclosure and variance from approved Site Plan must be granted by City of Littleton), for the protection of the reserved parking (except fencing of the premises) and Reserved Parking area, at Tenant's cost and expense, subject to the approval of Landlord, which shall not be unreasonably, withheld or denied. Tenant must remove said fencing or other Security devices including lighting and restore the building and lot as before to installation if requested by Landlord if Tenant elects to terminate lease. At no charge, Tenant shall be provided The building and premises shall be available to tenant for its use with as many keys as needed. twenty four hours per day, seven days per week. The key pad access system operating the building exterior entrance doors shall be locked for unrestricted access on Holidays, weekends and during the hours to be determined by Landlord However, hours of operation and days of operation of building entry doors may be changed by Landlord to accommodated existing tenants and future tenants on a as needed basis. The above applies to the main building entry door only (west). All other entry doors to building are locked 24 hours a day with key pad entry.
- (g) Moving: Furniture, equipment, or supplies shall be moved in or out of the building only during such hours and in such a manner as may be reasonably prescribed by the Landlord. Tenant is solely responsible to any and all damage to building and grounds caused by tenant or tenant's invitee's during a moving process. Tenant must inform Landlord if moving is required and if the elevator is to be utilized. Tenant shall not utilize the elevator exclusively and shall not hinder the normal operation of the elevator.
- (h) Weight: No safe or article, the weight of which may constitute a hazard or danger to the building or its equipment shall be moved onto the premises.
- (i) Noise: Tenant shall refrain from loud noises and excessive television and /or radio volume that may disturb other tenants.
- (j) Installation: Tenant shall not install any antenna, satellite dish or other device of any kind on the exterior walls or building roof.
- (k) Elevator: Landlord shall not be liable for any damages from the stoppage of the elevator for necessary or desirable repairs or improvements or delays of any sort or duration in connection with the elevator service.

- (1) Restrooms: The restrooms and other water fixtures shall not be used for any other purposes other than that which they were intended, and any damage resulting from misuse on the part of the tenant or the tenant's invitee's shall be payable to Landlord. No person shall waste water by interfering with faucets or valves.
- (m) Modification and Service Approval: Tenant shall have the right, at tenant's sole expense to make changes or alterations to the premises; provided, however that in all cases any such changes or alterations shall be made subject to the following conditions, which the tenant agrees to observe and perform:
- (i) Tenant shall make no material alterations in or additions or repairs to the premises without first obtaining written consent of Landlord, which consent shall not be unreasonably withheld; and tenant shall notify Landlord at least ten (10) business days in advance of any alterations in or repairs or additions to the premises which tenant proposes to make. Tenant shall post notice pursuant to the Colorado Mechanics Lien Act so that any lien recorded against the property of which the premises are a part does not attach to Landlord's interest. Tenant shall coordinate any work it proposes to perform upon the premises with Landlord in order to prevent a disruption of the building's operation
- All such alterations, additions or improvements shall be made at (ii) tenant's sole cost and expense and except for furniture and trade fixtures, shall become the property of the Landlord and shall be surrendered with the premises, as part thereof, at the end of the term hereof. Landlord may, by written notice to tenant given at least thirty (30) days prior to the end of the term, require tenant to remove all such improvements installed by the tenant and to repair any damage to the premises from such removal. Tenant shall construct such improvements, alterations or repairs in conformance with any and all applicable rules and regulations of any Federal, State, County, City, Municipal, Special District laws, code or ordinance. At least ten (10) days before the commencement of any such work, tenant agrees to provide Landlord with Lien Waivers from all persons performing such work and materialmen providing materials used in connection therein. In the event tenant orders any construction, alterations, decorating or repair work directly from Landlord, the charges for such work shall be payable to Landlord upon satisfactory completion of such work. If not paid when invoiced, such nonpayment shall be deemed an event of default hereunder. Tenant's contractors and invitee's shall comply with Landlord's rules and regulations. Tenant is solely responsible for any damage caused to building and grounds by tenant's contractors and invitee's.
- (n) Utilities: Landlord is not responsible, and tenant shall not hold Landlord responsible for any disruptions of utilities. However Landlord shall make reasonable efforts to cause public utilities to be restored. Landlord is not responsible for any damage and/or loss to computers, computer related equipment, electronic equipment, office machines, telecommunication equipment, data and/or data storage equipment.
- (o) Compliance: Tenant covenants to comply with all lawful orders, regulations, building codes and requirements issued by Federal, State, County or Municipal governments, or any department or division thereof, insofar as the same are applicable to tenant's possession and occupancy of the premises. Tenant shall not use the premises for any unlawful, improper or questionable purposes whatsoever, and shall keep the premises in a clean and sanitary condition. Tenant shall neither permit nor cause any disorderly conduct, noise, or nuisance whatsoever about the premises which would have tendency to annoy or disturb the tenants of adjacent premises.

#### 11. SUBLETTING.

Tenant shall have the right to sublet all or part of the premises with the written consent of Landlord, provided that tenant shall remain liable for the payment of rent and for the performance of the covenants contained herein, for the balance of any term. Landlord consent will not be unreasonably withheld. Landlord shall provide written notification to tenant of the grant or denial of consent within ten days after receiving a request for consent. If Landlord denies its consent, written notification shall include a detailed explanation for the denial.

#### 12. RENEWALS AND HOLDING OVER.

Tenant shall have the Option to Holdover on a month-to-month basis for up to three (3) months after the expiration of the Lease Term with Landlord's consent which will not be unreasonably withheld. The rental rate for the three (3) months of the Holdover Period shall be the then current rental rate including Prorated Operating Charges

# 13. **DEFAULT.**

If the Tenant shall be in arrears in payment of any installment of rent, or any portion thereof, or in default of any other covenants or agreements set forth in this Lease ("Default"), and the Default remains uncorrected for a period of three (3) business days (thirty (30) days in case of a Default other than the failure to pay Rent) after the Landlord has given written notice thereof pursuant to applicable law, then the Landlord may, at the Landlord's option, undertake any of the following remedies without limitation: (i) Declare the term of the Lease ended; (ii) terminate the Tenant's right to possession of the premises and reenter and repossess the premises pursuant to applicable provisions of the Colorado Forcible Entry and Detainer Statute; (iii) recover all present and future damages, costs and other relief to which the Landlord is entitled including, but not limited, to the costs to recover and repossess the premises, the expenses, and commissions; (iv) pursue breach of contract remedies; and/or (v) pursue any and all available remedies in law or in equity. In the event possession is terminated by reason of Default prior to expiration of the term, the Tenant shall be responsible for the rent occurring for the remainder of the term, subject to Landlord's duty to mitigate such damages. Pursuant to applicable law [13-40-104(d.5)(e.5) and 13-40-107.5, C.R.S.] which is incorporated by this reference, in the event repeated or substantial default(s) under the Lease occur, the Landlord may terminate the Tenant's possession upon a written Notice to Quit, without a right to cure. Upon such termination, the Landlord shall have available any and all of the abovelisted remedies.

# 14. INSOLVENCY.

This Lease is made by and between the parties hereto with the express understanding and agreement that, in the event tenant becomes insolvent, or is declared bankrupt, then, in either event, Landlord may declare this Lease ended, and all rights to tenant hereunder shall thereupon terminate and cease.

#### 15 ABATEMENT.

- (a) It is agreed that if, during the term of this Lease, the premises shall be so damaged by fire or other casualty, not arising from the fault or negligence of the tenant, or those in its employee, so that the premises shall thereby be rendered unfit for use or occupancy, then the rent herein reserved or a just proportionate part thereof, according to the nature and extent of the damage which has been sustained, shall be abated until the premises shall have been duly repaired and restored, which work of repair and restoration shall be done with all reasonable diligence.
- (b) In case the premises shall be substantially destroyed, so that the premises are not repaired or restored within 120 days, the rent shall be abated in accordance with Section 16(a) provided, however, the Landlord or tenant shall have the right to cancel this Lease and end the term hereof, and all further obligations upon the part of either party hereto, shall cease and the estate hereby created shall thereupon terminate.

#### 16. ATTORNEY'S FEES.

In the event Landlord or Tenant hires an attorney to enforce any of the terms of this Lease, including, without limitation, collection of any sums due hereunder, reasonable attorneys' fees, costs and expenses, and in the event of any litigation, mediation or arbitration concerning the enforcement or interpretation of this Lease, the prevailing party shall be awarded its reasonable attorneys' fees, costs and expenses with respect thereto.

#### 17. SUBORDINATION.

This Lease is subject and subordinate to all present mortgages or Deeds of Trust affecting the real estate on which the building is located and the building of which the premises forms a part, and to all renewals or extensions thereof, and to any mortgage or Deed of Trust which may hereafter be executed affecting the same; provided, however, that such transactions shall not affect tenant's right to occupy the premises if tenant is not in default hereunder.

# 18. AMENDMENTS OR MODIFICATION OF LEASE.

Tenant and Landlord acknowledge and agree that each has not relied upon any statements, representations, agreements or warranties, except such as are expressed herein, and that no amendment or modification of this Lease shall be valid or binding unless expressed in writing and signed by the parties hereto.

# SEVERABILITY.

Should any present or future laws declare any provision of this Lease invalid effective during the term of lease or by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect.

# 20. SUCCESSORS AND ASSIGNS.

Except as otherwise provided in Section 12 hereof, the terms and conditions of this Lease shall be binding upon and shall inure to the benefit of the respective heirs, personal representatives, successors and assigns of the parties hereto.

#### 21. SALE OF TENANT BUSINESS.

In the event that tenant and/or Guarantor ceases to own more than 50% of the company named in this lease, the new majority owner(s) are hereby obligated to sign a new lease as tenant and Guarantor. Landlord must be notified promptly of said event.

#### 22. LANDLORD'S LIEN

As security for the payment of rent, damages and all other payments required to be made under this Lease, Tenant hereby grants to Landlord a lien upon all property of Tenant now or hereafter located upon the Leased Property. If Tenant abandons or vacates any portion of the Leased Property or is in default in the payment of any rent, damages or other payments required to be made by this Lease or is in default of any other provision of this Lease, Landlord may enter upon the Leased Property with notice as indicated in Section 14 of this lease and allow Tenant to remove any paper or electronic copies of any documents protected by HIPPA or other such directives without being liable for any claim of damages, without being deemed guilty of any manner of trespass, and without prejudice to any other remedy which it may have for possession or arrearages in rent and take possession of all or any part of such personal property, and may keep or sell and convey all or any part of such personal property at a public or private sale, in one or successive sales, with or without notice, to the highest bidder for cash and on behalf of Tenant, delivering to the highest bidder all of Tenant's title and interest in the personal property so sold. The proceeds of such sale of the personal property shall be applied by Landlord toward the reasonable costs and expenses of the sale, including attorneys' fees, and then toward the payment of all sums then due by Tenant to Landlord under the terms of this Lease; any excess proceeds shall be paid to Tenant or any other person entitled thereto by law.

#### 23. TABOR AMENDMENT

Article X, Section 20/TABOR. The Parties understand and acknowledge that the City is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the City, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

# 24. NON-DISTURBANCE

Landlord shall provide Tenant a non-disturbance agreement from any existing or future fee owners and mortgagees, which shall provide that the Lease will remain in full force and effect as long as Tenant is not in material default, and that any successor or assign of Landlord shall assume the obligations of Landlord under the Lease.

# 25. BROKERAGE DISCLOSURE AND COMMISSION

Per Colorado Real Estate Commission Rules and Regulations the following disclosure is made:

NOTE: DIFFERENT BROKERAGE RELATIONSHIPS ARE AVAILABLE WHICH INCLUDE TENANT AGENCY, LANDLORD AGENCY, TRANSACTION BROKER of CUSTOMER.

Pertinent to this Lease, Inverness Properties, LLC, and its agents are acting in the capacity as Tenant's Agent, and as such, owe fiduciary allegiance to the Tenant only in this transaction as defined in Colorado Real Estate Commission for No.DD25-I-03 Definitions of Real Estate Brokerage Relationships.

Inverness Properties, LLC is the agent of Tenant, and has a fiduciary responsibility to Tenant. However, all fees to Inverness Properties, LLC shall be paid by Landlord. As a part of this agreement, Landlord hereby agrees to remit to Inverness Properties, LLC, within ten (10) days of mutual execution and delivery of this Lease, the amount of \$12,000.00. Inverness Properties, LLC shall refund the prorated amount of said fee should this lease be terminated by the provision stated in section 24, Tabor Amendment within ten (10) days of receipt from Landlord.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this day of 6, 2009.

TENANT

LANDLORD:			
By SM			
A & S Burger Investments.			

By: (fing C-Mind)
Title: City of Littleton

A & S Burger Investments. 801 West Mineral Ave., Suite 102 Littleton, CO 80120 Name: City of Littleton
Address:
2255 W. Berry Avenue

Littleton, CO 80165

By: Littleton City Atterney

# Exhibits:

A - Premises

B – Operating Expenses

C\_- Landlord Improvements (including reception counter specifications)

D - Reserved Parking

January 19, 2009.

Here are the Prorated Operating Costs for 1221 West Mineral Ave for 2008 This establishes the 2008 Base Year.

# 2008 Expenses:

Real Estate Taxes:	\$77,487
Building Insurance:	\$1,566
Electric and Gas	\$54,384
Maintenance and Supplies:	\$17,247
Water:	\$2,755
Waste Water and Sewer:	\$275
Management:	\$8,000
Janitorial:	\$26,214
Elevator Maintenance:	\$1,857
Fire Alarm:	\$992
Grounds Maintenance	\$4,564
Trash Removal:	\$893
Snow Removal:	\$1,438
Total:	\$197,672

Please inform your insurance agent to forward a copy of your Certificate of Insurance naming A and S Burger Investments L.L C. as an additional insured.

Sincerely,

Scott Burger

2009 operating expenses

are 2% less YTD of 2008

and actual is expected to

be with in 2% high or

low of 2008
2010 Budget is projected to

be 5% more Than 2009

octual operating costs

Exhibit C Page 1062 revolentop location Suite 100 Remove door & wall Add door - Remove wall 2- Point Interior of Scite

2- Point Interior of Scites on

by Ferral Confet

3- Clean existing confet

4- Cupic to other at domo

4- Cupic to other at domo Paten Caricta Bus < Peakview Office Park - Bldg A 1221 West Mineral Avenue Littleton, Colorado

Exhibit C Page 1 of 2 rountertop location Suite 100 Add door Remove door & wall adjust electrical

and tyrte as needed

point interior of suite

point colors as chasen scors Peakview Office Park - Bldg A 1221 West Mineral Avenue Littleton, Colomdo

#### SCOTT BURGER

From:

"Scott Beasley" <sbeasley@invernessproperlies.com>
"SCOTT BURGER" <burgerprop@msn.com>
Wednesday, September 30, 2009 11:48 AM

To:

Sent:

Subject: Floor plan and Counter

Hi Scott,

Thank you for your time yesterday. Littleton has made their decisions on configuration and reception counter. They expect then will send over a marked up floor plan early afternoon.

What I think it will indicate is the reception on the west glass, conference room in the existing reception, break room in the room across the hall from the location initially proposed and demo the other walls in the storage room area to make it even larger.

The reception counter, 8' long, 3'd, 3'6" h, set 7' inside the reception room so have 8' to exterior glass belief will an earlies will an earlies will an earlies belief. Wood and laminate in colors TBD.

I will communicate this information as soon as I receive,

Thanks.

Scott C. Beasley

Principal

INVERNESS PROPERTIES, LLC

2 Inverness Driva East, Suite 200, Englewood, CO 80112 303,799.9500 o, 720.274.8368 d, 720.363,6301 c/lext, 303,799.9502 f sbeasley@invernessproperties.com

From: SCOTT BURGER [mailto:burgerprop@msn.com] Sent: Wednesday, September 30, 2009 10:11 AM To: Scott Beasley Subject: Re: Revised Commission Agreement

what is timetable for LFR on finalizing floor plan? Scott

---- Original Message -----From: Scott Beasley
To: SCOTT BURGER Sent: Tuesday, September 29, 2009 2:32 PM Subject: Revised Commission Agreement

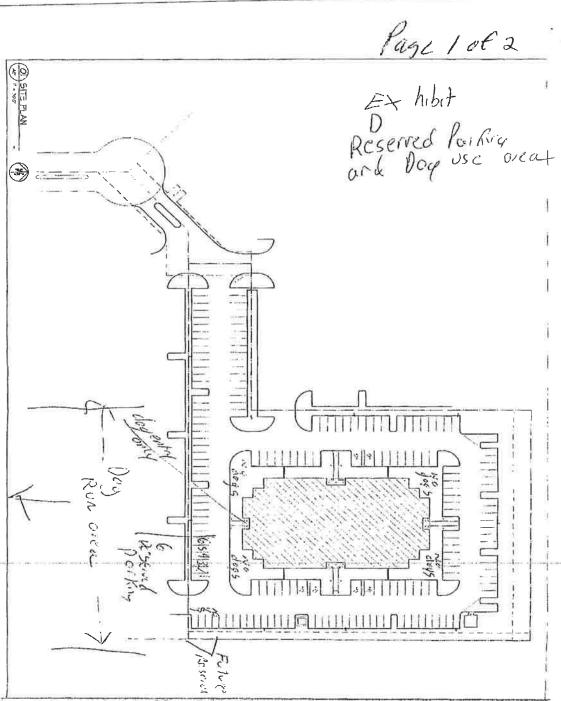
Please find the attached, as we discussed. Thanks.

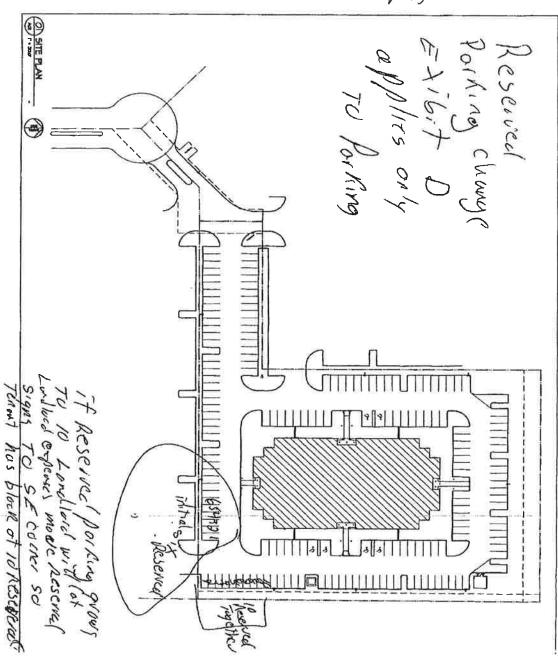
Sincerely.

Scott C. Beasley Principal

10/1/2009

Exhibit C





December 6, 2012.

#### LEASE AMENDMENT II

The following language amends a lease dated October 23, 2009 and Lease Amendment I, dated October 26, 2009. by and between A & S Burger Investments L.L.C. and the City of Littleton.

- 1) The lease is extended to February 28, 2014.
- 2) Beginning March 1, 2013, the annual Rent is \$61,740.00 payable in 12 monthly installments of \$5,145.00
- 3) Tenant has two one-year lease renewals at the Monthly Rent of \$5,145.00
- 4) Section 2 of Lease Amendment I is not applicable to Lease Amendment II. Real Estate Commissions will not be paid by Landlord.

All terms and conditions of Lease and Lease Amendment I apply to this Amendment (Lease Amendment II).

LANDLORD:

By: Sait Min

Title: manage

A & S Burger Investments LLC. 801 West Mineral Ave., Suite 102 Littleton, CO 80120 TENANT:

By: 27

Title: Lity Managels

City of Littleton 2255 West Berry Avenue Littleton, CO 80165

#### LEASE AMENDMENT III

It is mutually agreed that a certain lease dated the 23<sup>rd</sup> day of October, 2009, and Lease Amendment I dated October 26, 2009 and Lease Amendment II dated December 6, 2012 by and between A & S Burger Investments LLC and the City of Littleton for 1221 West Mineral Avenue, Suite 100, Littleton, CO 80120 is hereby amended and extended.

- 1) This lease is extended until the 28th day of February, 2017.
- 2) Beginning March 1, 2016, the annual rent is \$61,740.00 payable in 12 monthly installments of \$5,145.00.
  - a) Tenant has a one year automatic lease renewal beginning March 1, 2017 and terminating February 28, 2018 with an annual rent of \$64,827.00 payable in 12 monthly installments of \$5,403.00.
- 3) Section 8 is hereby amended as follows:
  - a) On July 1, 2016, with written notice to Landlord, tenant may terminate this lease on February 28, 2017.
  - b) If for any reason a lease renewal cannot be executed, Tenant will allow Landlord to post "lease availability" signs and allow Landlord to show perspective tenants as stated in Section 8.

    (a) of original lease.

All other terms, conditions and obligations remain unchanged.

LANDLORD: A & S Burger Investments, LLC	TENANT: City of Littleton
Ву:	By:
Name: Scott Burger	Name:
Title: Partner	Title:
Date:	Date:

#### LEASE AMENDMENT III

It is mutually agreed that a certain lease dated the 23<sup>rd</sup> day of October, 2009, and Lease Amendment I dated October 26, 2009 and Lease Amendment II dated December 6, 2012 by and between A & S Burger Investments LLC and the City of Littleton for 1221 West Mineral Avenue, Suite 100, Littleton, CO 80120 is hereby amended and extended.

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  - b) If for any reason a lease renewal cannot be executed, Tenant will allow Landlord to post "lease availability" signs and allow Landlord to show perspective tenants as stated in Section 8.(a) of original lease.

All other terms, conditions and obligations remain unchanged.

LANDLORD: A & S Burger Investments, LLC	TENANT: City of Littleton
By:	By:
Name: Scott Burger	Name:
Title: Partner	Title:
Date:	Date:

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  - b) If for any reason a lease renewal cannot be executed, Tenant will allow Landlord to post "lease availability" signs and allow Landlord to show perspective tenants as stated in Section 8. (a) of original lease.

All other terms, conditions and obligations remain unchanged.

LANDLORD: A & S Burger Investments, LLC	TENANT: City of Littleton
Ву:	Ву:
Name: Scott Burger	Name:
Title: Partner	Title:
Date:	Date:

Second lease

December 6, 2012.

#### LEASE AMENDMENT II

The following language amends a lease dated October 23, 2009 and Lease Amendment I, dated October 26, 2009. by and between A & S Burger Investments L.L.C. and the City of Littleton.

- 1) The lease is extended to February 28, 2014.
- 2) Beginning March 1, 2013, the annual Rent is \$61,740.00 payable in 12 monthly installments of \$5,145.00
- 3) Tenant has two one-year lease renewals at the Monthly Rent of \$5,145.00
- 4) Section 2 of Lease Amendment I is not applicable to Lease Amendment II. Real Estate Commissions will not be paid by Landlord.

All terms and conditions of Lease and Lease Amendment I apply to this Amendment (Lease Amendment II).

LANDLORD:

By: Sattinan
Title: manage

A & S Burger Investments LLC. 801 West Mineral Ave., Suite 102 Littleton, CO 80120

TENANT:

City of Littleton 2255 West Berry Avenue Littleton, CO 80165



October 26, 2009.

#### LEASE AMENDMENT I

The following language amends a lease dated October 23, 2009 by and between A & S Burger Investments L.L.C. and the City of Littleton.

1) TO HAVE AND TO HOLD paragraph and Section 1 Base Rent is replaced in it's entirety with the following language:

TO HAVE AND TO HOLD the same with all appurtenances from of the 1st day of November 2009 until 12:00 Noon of the 31st day of January 2011. Subject to annual appropriation, this lease automatically renews annually and is subject to Base rent as described below. Tenant may terminate this lease based upon Section 23 of this lease with a 90 day written notice to Landlord on or before November 1 of each calendar year. Upon the following terms and conditions, to wit:

# 1. BASE RENT.

The annual Base Rent is \$58,800 payable in 15 monthly installments as follows:

Month 1 November 2009 due upon lease execution. \$4,900 due.

Months 2-4 December 2009-February 2010 rent is waived.

Months 5-15 March 2010 - January 2011. \$4,900 per month.

Tenant has options to two one-year lease renewals at the Base Rent of \$4,900 per month.

The Months for rent waiver begins December 1, 2009.

2) Section 25: The second paragraph that references Inverness Properties LLC fees is replaced in it's entirety with the following

Inverness Properties, LLC is the agent of Tenant, and has a fiduciary responsibility to Tenant. However, all fees to Inverness Properties, L.L.C. shall be paid by Landlord. As a part of this agreement, Landlord hereby agrees to remit to Inverness Properties, LLC, within ten (10) days of mutual execution and delivery of this Lease, the amount of \$4,000.00. Upon receiving annual appropriations and proper approval for each of the one year renewals (two renewals total) Inverness Properties, L.L.C. is entitled to an additional \$4,000 fee per year of renewal (two renewal periods at \$4,000 each, total \$8,000).

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 27 day of Oct . 2009.

LANDLORD:

By Surger Investments.

801 West Mineral Ave., Suite 102
Littleton, CO 80120

Littleton, CO 80165