City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Meeting Agenda - Final

City Council

Tuesday, December 17, 2024 | **6:30 PM** | **Council Chamber**

Regular Meeting

1. Roll Call

2. Pledge of Allegiance

3. Approval of Agenda

4. Proclamations - None

5. Public Comment

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

6. Comments / Reports

a) Council Members

b) Mayor

c) City Manager

d) City Attorney

7. Scheduled Appearances - None

8. Consent Agenda Items

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

a) Ordinance 31-2024 — Ordinance 31-2024: An ordinance on first reading adopting changes to the ULUC regarding Neighborhood Housing Opportunities

Attachments:
1. Ordinance No. 31-2024
2. Code Changes Summary Matrix
3. PC Resolution No. 08-2024_Signed
4. City-Wide Zoning Map
5. City-Wide HOA Map
6. Public Comments on Draft Code

b) Resolution 127-2024 — Resolution 127-2024: Approving a second amendment to the Professional Services Agreement between the City of Littleton and David Evans and Associates, Inc. for design services on the County Line Road Shared Use Path Connections Project

Attachments:
1. Resolution No. 127-2024
2. PSA David Evans & Assoc._Amendment No. 2

c) Resolution 128-2024 — Resolution 128-2024: Approving an amended Intergovernmental Agreement between the Cities of Englewood, Littleton, Sheridan, and the County of Arapahoe, Colorado, for the continuation of a Tri-Cities Homelessness Coordinator position and related Tri-Cities Homelessness Action Plan projects

Attachments:
1. Resolution No. 128-2024
2. IGA Amendment Tri-Cities Homelessness Coordinator

d) Ordinance 32-2024 — Ordinance 32-2024: An ordinance on first reading amending Ordinance 24, Series 2023, appropriating funds for the 2024 annual budget for all municipal purposes of the City of Littleton, counties of Arapahoe, Douglas, and Jefferson, State of Colorado, for the fiscal year beginning January 1, 2024 and ending December 31, 2024

Attachments:
1. Ordinance No. 32-2024

e) Resolution 129-2024 — Resolution 129-2024: Approving an amendment to the contract with Axon Enterprise, Inc. for products and services related to the Littleton Police Department

Attachments:
1. Resolution No. 129-2024
2. Axon Master Services and Purchasing Agreement

f) ID# 24-292 — Motion to approve minutes of the November 19, 2024, regular city council meeting

Attachments:
1. 12-03-2024 CC Regular Meeting_DRAFT

9. General Business

a) ID# 24-294 — Council vacancy process update

Attachments: 1. Candidate Applications

b) ID# 24-263 Motion to adopt the 2025 city council meeting calendar

Attachments: 1. 2025 City Council Meeting Calendar

10. Ordinances on Second Reading and Public Hearings

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

a) Ordinance 30-2024 Ordinance 30-2024: An ordinance on second reading amending Title 1, Chapter 14 of the City Code regarding Land Development Impact Fees

Attachments: 1. Ordinance No. 30-2024

2. 2020 Impact Fees Study

3. Presentation Ord. 30-2024

11. Adjournment

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

PUBLIC COMMENT

Public Comment is an opportunity to express opinions on any topic, whether or not it appears on the agenda.
We expect comments to be civil. Disrespectful or disruptive behavior will not be tolerated

Each speaker is limited to 3 minutes

Tuesday, December 17, 2024

	PRINT NAME	DISTRICT	ADDRESS	EMAIL	SUBJECT	
1.	Josh SARKAR	2	[redacted]	[redacted]	Zoning reform	F
2.	Matt Duff	3			Missing Middle	F
3.	Tammy Whitney	3			re zone	O
4.	NED STERNE	4			[redacted] Lee Gulch Trail concrete project.	
5.	Rosanne Sterne	4			Lee Gulch [redacted]	
6.	Don Moe Clary	4			what is happening?	O
7.	Kenny Hosack	4			[redacted]il.com Lee Gulch community	
8.	GREG KELTON	2			ZONING	O
9.	Earnest Mathis	4			ZONING	O
10.	Emily Pyka	3			zoning	F
11.	Lexi Barerre	1			[redacted]alrcon zoning	F
12.	Jane Brennan	4			[redacted] zoning	O
13.	Barry Bren	4			ZONING	O
14.	Nuffy Starr Mitz Miriam Dunnan	2			Monday disaster	
15.	Bob Schwinn	1			ZONING	F

F 5 O 6

Name	District	Address	email	topic	
Melissa Gronring	2	5937 S. Datura Ct	mgonring@msn.com	housing	F
Steve Natali	3			Housing	O
Julie Shemeth	3			" "	O
Josie Haggerty	Unine			housing	F
Ben Traquair	Unine			housing	F
Cory Palmeiro	4				
Dave Allen	3			Zoning	O
Noel Wachter	3				O
Sally Allen	3			Zoning	O
Sean Matthews	4			Zoning	O
Trisha Mingo	3			zoning	F
James Mingo	3			Zoning	O
Andy Hancock	3			Zoning	O
[redacted]				Zoning	O
David Taussig	2			Zoning	O
Tom Bezzer	Belzer 1			Zoning	F
Bo Rodriguez	2			Zoning	O
Joseph Trujillo	2			Zoning	O

Name	District	Address	email	topic	
Susan Burgstiner	2	[redacted]		ADU	O
Keely Quinn	2			ULUC	F
~~Scott Wells~~	~~3~~			~~con ADU~~	
Marti Bitts	1			[redacted] zoning	U O
Brodie Wilson	2				
~~Jamie Schmoller~~	~~?~~			~~zoning~~	~~O~~
Jim Wyatt	2			[redacted]	O
Phil McCart	3			[redacted] zoning	F
Carol Harris	2			zoning	O
Elizabeth Kay Marchetti	2			ULUC	F
~~Kara Schwalm~~	~~4~~			~~co. can zone~~	
~~Eddie~~ Schwalm	4			~~zone~~ [redacted]	
Sue Blosten	2			11	O
Sandie Mielenz	1			[redacted]	
Craig Cormatio	4			[redacted] zoning 11	
				0/7	

Name	District	Address	email	topic

Name	District	address	email	topic	
Spencer Hanks	2	[redacted]		Zoning	F
Billy Gooch	3			Zoning	F
M. Susan Murphy-Jacobs	4				
Casey Olson	2			Zoning	0
~~[illegible]~~	~~2~~			Zoning	0
Aaron Moss	2			Zoning	F
					0
Pam Chadwick	1			Zoning	
Jake Spratt, SMHTO	3 (?)			zoning	F
Seth VanEssen	4				0
Jake Frank		745 Frai Ranch Rd			0
Frank Atwood	4				
Tim Melchior		6001 SELTI			0

Total	F	0
	5	6
	5	12
	3	7
	4	6
	17	31

To Whom It May Concern:

It is the city council's job to pursue policies that support the needs and concerns of the community. It would be a shame if city council approves the land use zoning changes affecting (R-1) single-family residential neighborhoods as proposed by the Planning Commission. I believe there are other options available to address the need to provide more cost effective housing in Littleton without encumbering residential neighborhoods with larger out-of-character structures that are not in harmony with the mid-century homes in the city.

Why can't the city consider reconstruction of the many dispersed housing units within the city by incorporating "missing middle housing" on the sites with low income housing? Why isn't the city council requiring Missing Middle housing in the planning of the old O'Tooles property or the Norgren construction site, and the remaining Marathon site? What about the property where Wells Fargo is located that the city owns?

The December 5, 2024 issue of the Littleton Independent, indicates that the staff recommends relaxing permitting processes, parking requirements, minimum site areas and other elements of building middle housing types. **Specifically, what does all this mean?** If Littleton realizes the changes that have occurred in the Sloan's Lake Neighborhood in Denver, the city's mission to create "missing middle housing" will be a failure. The Sloan's Lake neighborhood is similar in lot sizes and initial mid-century home construction. Within the neighborhood, to the north as well as to the east of Sloan's Multi-family dwelling have changed the character of the neighborhood in recent years. The same changes are now happening to the south toward Colfax Ave. The cost to buy or rent a unit, let's say in a duplex, is not affordable for a "missing middle house" buyer or renter. Duplexes recently built in Sloan's Lake neighborhood were running approximately $250 a square foot. Average rent is approximately $2,450 per month.

Bo. Rodriguez
Littleton resident since 1969

Good evening,

My name is Ned Sterne and I am here because like my neighbors, I love the Lee Gulch Trail and would like your help in preserving, restoring, and improving this wonderful soft, granite fines trail, that is part of the 22-miles of connected soft trails that course through Littleton's premier natural areas.

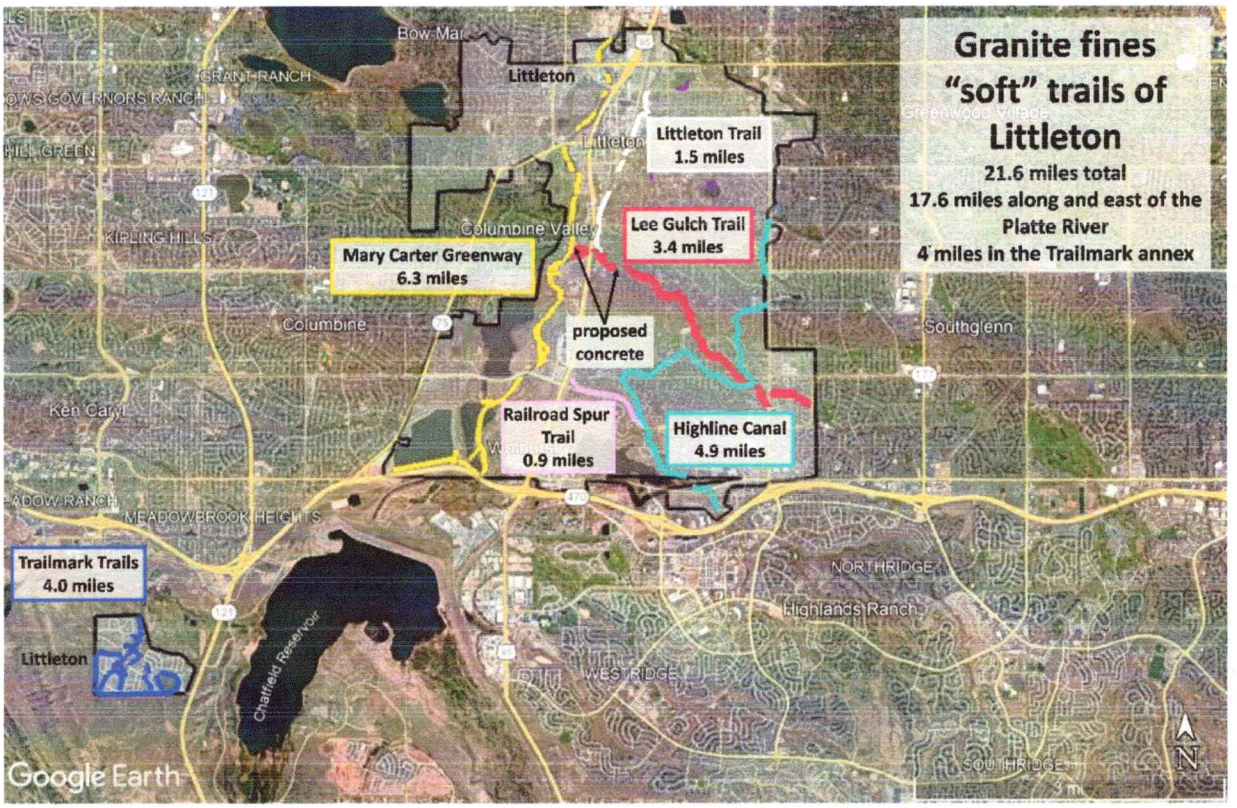
As you may be aware, South Suburban Parks and Recreation District, or SSPRD, proposes to concrete 2300' of the Lee Gulch Trail between Prince Street and the Mary Carter Greenway. It is exactly this segment of the trail that connects all the other soft trails, and if it is concreted, the soft trails of Littleton will be separated by two thirds of a mile of pavement (see attached map). Soft trails are the ideal surface for walkers, runners, and bicyclists. Littleton has 123 miles of paved roads and sidewalks for those who want something harder.

Here is what the city should tell SSPRD to do:

1. Seek input from the community before starting projects on the Lee Gulch Trail other than routine maintenance. Don't do what took place on October 7th, when SSPRD began pouring concrete between Prince Street and Ridgewood Park without any prior notice. Fortunately, only 190' of concrete were laid before concerned neighbors got the pour stopped. This is not how we, the taxpayers of Littleton, expect SSPRD to treat us.
2. Cancel the proposed $188,000 concrete project and remove the 190' of concrete poured in October.
3. Allow 210' of the trail to be realigned on city property in Ridgewood Park. This would bring the trail up and out of the area scoured during high-water events, and would occupy only a small area in the far, right field of the eastern ball diamond (see attached map).
4. Restore and recrown the granite fines between Prince Street and the Mary Carter Greenway.
5. Form a volunteer trail crew dedicated to the Lee Gulch Trail, either by expanding the purview of SSPRD's Stewardship Program at South Platte Park, or by setting up a parallel SSPRD program. I offer to be the first volunteer.
6. Launch a project to restore and recrown the granite fines on the Lee Gulch Trail from Prince Street east to the Littleton city limit.

Over the past couple of weeks, 76 neighbors of the trail have joined this effort to stop SSPRD's proposed concrete project, and the list is growing fast. Of the people I have polled along the trail, fully 97% support keeping it a soft trail. We feel very strongly about this and want you to know the Lee Gulch Trail is one of the principal reasons we enjoy living in Littleton. Please help us to re-wild our precious natural corridors rather than paving over paradise.

Thank you.



Proposed trail realignment – Ridgewood Park. Approximately 8' by 210' of the far, right field of the east ball diamond will be occupied by the realignment.

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SOLD
4411

File #: Ordinance 31-2024, **Version:** 1

Agenda Date: 12/17/2024

Subject:
Ordinance 31-2024: An ordinance on first reading adopting changes to the ULUC regarding Neighborhood Housing Opportunities

From:	James L. Becklenberg, City Manager
Prepared by:	Zareen Tasneem, Senior Planner
Presentations:	Zareen Tasneem, Senior Planner

PURPOSE:
Final city council review and decision on revisions to Title 10, the Unified Land Use Code (ULUC), related to neighborhood housing opportunities.

LONG-TERM OUTCOME(S) SERVED:
High-Quality Governance; Vibrant Community with a Rich Culture; Robust and Resilient Economy

DISCUSSION:
When the Unified Land Use Code (ULUC) was adopted on October 18, 2021, it included several land use categories that fall under the missing middle housing types. Generally, this term covers the transect of housing types that fall in between single-family detached houses and mid-rise apartment buildings. Examples include duplexes, accessory dwelling units (ADUs), cottage court communities, and multiplexes. These land use categories often have restrictive standards associated with them in the ULUC that make them difficult to build. As a result, the city has only received a handful of building permits and site plans proposing to construct these types of uses.

Staff established several goals with the neighborhood housing opportunities project that the proposed changes categorically fall under:

- Clarify zoning code regulations
- Incorporate requirements of recently passed state legislation regarding ADUs
- Reduce existing zoning code barriers
- Expand land use types as permitted in more zone districts

The ULUC proposed code changes are now ready for city council's final review.

BACKGROUND:
Envision Littleton, the City's comprehensive plan, names housing diversity as one of its goals. To align with this goal, staff made incremental changes to the ULUC's ADU regulations last year as part of a larger code amendment. During that process, both Littleton's Planning Commission and City Council expressed an interest

in taking a more comprehensive look at the ADU regulations in 2024. During a joint study session with the planning commission and Housing Task Force on December 11, 2023, interest was expressed to also look at additional "missing middle housing" types that could be built in the Neighborhood (NB) zone districts. Staff decided to term these categorically as "Neighborhood Housing Opportunities."

During the January 23, 2024 city council study session, staff presented this thematic approach to focusing on a code amendment this year for the first time and was given direction to pursue the Neighborhood Housing Opportunities topic. At the June 4, 2024 city council study session, council gave specific direction to staff to explore the allowance of all missing middle housing types in all the NB zone districts. Staff then conducted a community survey, a technical stakeholder group meeting, and other background research on the topic of "missing middle housing" and ADUs from June to October, 2024. At the October 22, 2024 joint study session with the Littleton City Council and Planning Commission, staff presented the results of their research efforts and a draft of the code amendment.

Updates since Oct.22nd Study Session

Additional Research on Acreage Lot Residential (ACR) Lots

Staff was given direction at the Oct. 22nd study session to perform additional research on existing ACR lots. In total, there are 74 lots zoned ACR, 11 of which are designated for open space use that were not used in the following calculations. Of the remaining 63 lots, 62 are greater than or equal to 1 acre. The smallest ACR lot is approximately 0.945 acres. Based on manual measurements of approximate lot widths, the average ACR lot is about 264.49 feet wide and the smallest ACR lot is about 137.50 feet wide. As a result of this research and direction given at the Oct. 22nd study session, the minimum lot area for single-family detached homes in ACR was reduced to 1 acre and duplexes to 0.5 acre.

Public Comments on Draft Code

The draft code amendments were available for a public review period from October 8-27, 2024. We received about 50 comments in total (please see attached), which were reviewed during a public hearing in front of Planning Commission on November 18, 2024. Most of the comments are critical of the proposed amendments not being permissive enough. During the public hearing, Planning Commission concluded that they would like to see the issues brought up in the comments brought forth in a future study session before they make any decisions.

Issues brought up in the comments within the current scope of work included:

- Allowing for more permissive development standards for applicable use types in the downtown zone districts
- For residential type terminology, replace use of "family" with "unit," i.e. single-unit detached vs. single-family detached
- For all neighborhood zone districts
    - Permitting all applicable use types without limitations
    - Changing minimum lot size and setbacks and maximum heights limits to be more permissive
- Removing deed restriction limitation for ADUs

Issues brought up in the comments outside the current scope of work included:

- Bicycle parking standards
- Removing parking minimum requirements in general
- Increasing maximum building height for mixed-use buildings in Corridor Mixed Use zone districts

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State Review of ADU Updates
We were able to receive a courtesy review from State of Colorado staff of our proposed ADU code amendment changes in relation to compliance with House Bill 24-1152 between the October study session and November Planning Commission public hearing. State staff made minor suggestions related to some of the code text language so that it could not be interpreted as being restrictive design standards, which City staff has incorporated. Otherwise, the proposed text was generally in compliance.

Proposed Code Amendment
As a result of the community survey, stakeholder group meeting, background research, study sessions, and Planning Commission public hearing conducted the last few months, staff is proposing the following changes (this list is not all-inclusive):

- Simplified, consistent definitions and use types:
  - Duplex - only one category to refer to two primary dwelling units in one building, all other categories deleted
  - Multiplex - now means a 3-4 unit building that does not meet the townhome definition, e.g. a stacked triplex
  - Townhome - a 3+-unit single-family attached product
  - ADU categories
    - Attached - shares a common wall with the primary dwelling unit
    - Detached - does not share a common wall
  - Height - definition aligns with building code definition
- Cottage Court Communities
  - Clarified housing types permitted and established maximum square foot limits
  - Increased maximum parking permitted to 2 spaces/unit
  - Removed adjacency requirement
  - Reduced minimum site area requirement to a quarter acre
- Incorporated requirements of recently passed State legislation regarding ADUs
  - Removed alley access requirement for detached ADUs
  - Allowing detached ADUs in all NB zone districts
  - Increased gross floor area allowed for detached ADUs
  - Permitted in areas that have single-family only planned development regulations
  - Maximum height increased to be equal to height allowed for a single-family detached house in the same zone district
  - Removed minimum parking requirement
- Duplexes
  - Removed conditional use permit requirement for duplexes in Small Lot Residential (SLR)
  - Remove site plan process requirement for duplexes in all zone districts
  - Removed requirement for duplexes in SLR to be north of W. Caley Avenue
- Changed ACR minimum lot area to for single-family detached homes to 1 acre*
- Added standards for existing single-family detached houses in Multi-Family Residential (MFR)
- Allowing duplexes and multiplexes in all NB zone districts*
- Multiplexes in ACR and Large Lot Residential (LLR)
  - Limited to just one building on existing lots*
  - Limited maximum building coverage to be the same as a single-family detached house in the

same zone district*

- Allowing multiplexes and 3-4-unit townhomes in Medium Lot Residential (MLR) and SLR
- Exempted multiplexes and townhomes from site plan review process in ACR, LLR, MLR, and SLR*

* = changes made since the Oct. 22 study session discussion

Clarifying Notes on the Proposed Changes

While the proposed changes aim to expand missing middle housing types as use by right in more residential zones, development standards are still necessary which limit location of where missing middle may be built. For example, there is a need to meet minimum lot area and lot width standards. There are minimal and in most cases no changes proposed in this code amendment to minimum lot area, maximum height, or maximum building coverage accounting for all structures on the property (primary house, detached garage, sheds, pergolas, covered patios, etc.). The standards of the current ULUC stay the same in most cases with slight adjustments to not only make the identified housing types permissible but functionally buildable.

In addition, many properties in the city remain governed by planned development zoning regulations, which in some cases only allow single-family detached homes. ADUs are exempt from these planned development rules, per recent state legislation. The other applicable housing types are not exempt from planned development rules. For example, such a property would not be permitted to build a duplex if only single-family detached homes are allowed under a planned development, unless a site plan process approved by planning commission is completed.

Recent changes at state law preempt homeowner's associations (HOAs) from their ability to prohibit ADUs. Those HOAs who have covenants or restrictions prohibiting their construction are deemed void by state law. As it relates to the other applicable housing types covered by this amendment, HOA's could prohibit these types of uses. HOA regulations can be more restrictive than state and local law, but not less restrictive. The city does not administer/regulate HOA covenants as part of our review processes; that is the responsibility of the private HOAs. Please see attached for a map of HOAs within the City of Littleton.

The elimination of the site plan requirement does not eliminate the requirement for the structure to meet all applicable land use and zoning requirements outlined within the ULUC. These elements will still be reviewed by the planning and engineering teams as part of the building permit review process. The benefit of removing the site plan requirement allows for a potential project to move forward more quickly without requiring a pre-application meeting and two neighborhood meetings.

This proposal does not eliminate the ability to own or build a single-family detached home in the City of Littleton. Single-family detached homes are permitted in over half the City's zone districts and four out of five residential zone districts.

Development Example Scenarios

The following examples respond to themes of questions staff has heard and are based on what the ULUC might be, as currently proposal currently stands post-Planning Commission public hearing. For the purposes of these scenarios, staff compared basic requirements of building a single-family detached house and a multiplex in the Large Lot Residential (LLR) and Small Lot Residential (SLR) zone districts. Per the code amendments, a multiplex means a residential structure, containing three or four dwelling units, that does not meet the definition of Townhome. Units may have either private or shared access and may be arranged in a variety of configurations, including back-to-back, side-to-side, or over-under. Townhome means a single-family attached dwelling unit, with a private entrance, which is part of a structure whose dwelling units are attached

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horizontally in a linear arrangement, and having a totally exposed front and rear wall to be used for access, light, and ventilation. The units are separated from one another by a common party wall having no doors, windows, or other provisions for human passage or visibility. They contains three or more units in one building structure. So, under these definitions, a stacked triplex would be categorized as a multiplex, whereas a 3-unit townhome would be one that is arranged side-by-side with the individual front doors facing a street.

LLR Example
Minimum lot area needed for a single-family detached home in the LLR zone district is 20,000 sf. Minimum lot width is 85 feet. Maximum height permitted is 30 feet and 3 stories. Maximum building coverage accounting for all structures on the property (primary house, detached garage, sheds, pergolas, covered patios, etc.) is 33% of that lot. The proposed code amendment would not changes any of these standards ; these are the standards today.

On an LLR-zoned lot, let's assume that someone now wants to build a multiplex on an existing 20,000 sf lot. That multiplex would also be permitted to be a maximum of 30' feet and 3 stories. Maximum building coverage accounting for all structures on the property (multiplex, detached garage, sheds, pergolas, covered patios, etc.) is 33% of that lot. The site also needs to be a minimum of 45 feet to build a 3-unit multiplex and 60 feet to build a 4-unit multiplex.

SLR Example
Minimum lot area needed for a single-family detached home in the SLR zone district is 6,250 sf. Minimum lot width is 50 feet. Maximum height permitted is 30 feet and 2.5 stories. Maximum building coverage accounting for all structures on the property (primary house, detached garage, sheds, pergolas, covered patios, etc.) is 45% of that lot. There are no proposed changes to these standards with this code amendment; these are the standards today.

Let's assume that someone now wants to build a multiplex on an existing quarter acre lot (10,890 sf) zoned SLR. That multiplex would also be permitted to be a maximum of 30' feet and 2.5 stories. Maximum building coverage accounting for all structures on the property (multiplex, detached garage, sheds, pergolas, covered patios, etc.) is 60% of that lot. The site also needs to be a minimum of 45 feet to build a 3-unit multiplex and 60 feet to build a 4-unit multiplex.

Prior Actions or Discussions

- January 23, 2024 city council study session: Council gave staff direction to pursue work on this code amendment topic this year.
- June 4, 2024 city council study session: Council gave staff direction on the scope of the code amendments, which included exploring allowing all missing middle housing types in all the Neighborhood zone districts.
- October 22, 2024 joint city council and planning commission study session: Staff presented a draft of the code amendment. Council and Planning Commission gave staff direction on some revisions and additional research they wanted to see.
- November 18, 2024 planning commission meeting: The commission recommended approval (7-0) of PC Resolution 08-2024 (see attached), with some amendments.

FISCAL IMPACTS:
By removing duplexes, multiplexes, and townhomes from the site plan review process prior to building permit review (as currently proposed), the city will not be able to recoup the cost of the services to review projects. Staff anticipates adjusting building permit plan review fees to recoup the full cost of the services necessary to review future projects.

STAFF RECOMMENDATION:
Staff recommends approval of Ordinance 31-2024, approval of a code text amendment to Title 10, the Unified Land Use Code regarding Neighborhood Housing Opportunities.

ALTERNATIVES:
Council may choose to reject the code amendment or may approve the code amendment with revisions.

PROPOSED MOTION:
I move to approve Ordinance 31-2024 on first reading adopting changes to the ULUC regarding Neighborhood Housing Opportunities and to set the second reading and public hearing for January 7, 2025.

CITY OF LITTLETON, COLORADO

ORDINANCE NO. 31

Series, 2024

AN ORDINANCE OF THE CITY OF LITTLETON, COLORADO, APPROVING A CODE TEXT AMENDMENT TO TITLE 10, THE UNIFIED LAND USE CODE, REGARDING NEIGHBORHOOD HOUSING OPPORTUNITIES

WHEREAS, the City Council of the City of Littleton, Colorado passed Ordinance 24-2021 in October of 2021, which enacted the Littleton City Code Title 10, the "Unified Land Use Code" (ULUC); and

WHEREAS, Section 10-9-3.2.A.4. of the ULUC authorizes the director of community development to initiate a code text amendment; and

WHEREAS, since October 2021, staff, property owners, business owners, and applicants must comply with the ULUC with site-specific applications; and

WHEREAS, land use categories that encompass housing types that provide two-four units in a single building structure, known as "missing middle housing," often have restrictive standards associated with them in the ULUC that make them difficult to build; and

WHEREAS, the General Assembly of the State of Colorado passed House Bill 24-1152, concerning increasing the number of accessory dwelling units (ADUs) and requiring municipalities to allow ADUs in all residential zones; and

WHEREAS, staff conducted study sessions with the Littleton City Council and Planning Commission and conducted a community survey, a technical stakeholder group meeting, and other background research on the topic of "missing middle housing" and ADUs from June to October, 2024; and

WHEREAS, easing restrictions on "missing middle housing" by clarifying zoning code regulations, incorporating requirements of House Bill 24-1152, reducing existing zoning code barriers, and expanding land use types as permitted in more zone districts support the goal of housing diversity, as found in the Envision Littleton comprehensive plan; and

WHEREAS, on November 18, 2024, the planning commission held a public hearing to consider PC Resolution 08-2024, a recommendation to the Littleton City Council on the adoption of the code text amendment and passed it 7-0.

WHEREAS, on January 7, 2025, the City Council of the City of Littleton, Colorado held a public hearing to consider the adoption of the code text amendment.

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

Section 1: Title 10 of the Littleton City Code is hereby amended as shown in Exhibit "A," Unified Land Use Code text amendments, attached hereto and fully incorporated herein by this reference.

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

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

INTRODUCED AS A BILL at a regularly scheduled meeting of the City Council of the City of Littleton on the 17th day of December 2024, passed on first reading by a vote of ___ FOR and ___ AGAINST; and ordered published by posting at Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

PUBLIC HEARING on the Ordinance to take place on the 7th day of January 2025, in the Council Chamber, Littleton Center, 2255 West Berry Avenue, Littleton, Colorado, at the hour of 6:30 p.m., or as soon thereafter as it may be heard.

PASSED on second and final reading, following public hearing, by a vote of ___ FOR and ___ AGAINST on the 7th day of January 2025 and ordered published by posting at Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

ATTEST:

_____	_____
Colleen L. Norton	Kyle Schlachter
CITY CLERK	MAYOR

APPROVED AS TO FORM:

_____
Reid Betzing
CITY ATTORNEY

Exhibit A

Document Review Guide

This cover page is intended to guide the reader through the proposed changes to the Unified Land Use Code (ULUC) text. Proposed code changes may appear in either red or blue. Examples of the different change methods are below.

Language proposed to be removed is struck through:

1. Minor changes to a PD or PDO may be granted through ~~an Administrative Adjustment or~~ Minor Plan Amendment, as described in Chapter 9 of this Code~~, depending upon the scope of the proposed change.~~.

2. ~~*Plot Plan.* Permit applications for the establishment of an accessory building shall include submittal of a scaled plot plan.~~

Language proposed to be added have lines above the text:

A. Generally. Varied massing may be used to reduce the perceived scale of a building and to create an interesting building form. For example, in the DNR, DTR, DMU and DMS districts, stepping down the mass of a building adjacent to a pedestrian way or sensitive edge shall be used to provide a smooth transition.

Text in blue with dots underlining it means that there is a hyperlink:

C. Relationship to Historic Preservation Code. This special design district applies design standards and restrictions to the alteration, demolition, and relocation of properties noted as Tier 1 and Tier 2, and the demolition or relocation of properties noted as Tier 3 or Tier 4 in the report for the Greater West Littleton Boulevard Corridor. However, this design district differs from a historic district in the applicable design standards and guidelines that shall be utilized. Properties in this design district may also be designated as a Historic Landmark, but that process is separate from that for the Mid-Modern Design District. Properties in this District that are designated as a Landmark or within a Historic District shall be regulated by the regulations set out in CHAPTER 8, Historic Preservation.

Section 10-1-1.1 Base Districts ACR LLR MLR SLR MFR NC CM DNR DTA DMS DMU BC IP

A. Applicability. This Section applies to all base zoning districts within the city.

1. *Zoning Districts*. The zoning districts (districts) are outlined in Table 10-1-1.1.1, *Base Zoning Districts.* The table shows the relationship of each district, the Future Land Use and Character Map designation, and the former zoning designations. The purpose of each district describes the unique characteristics that distinguish it from each of the other base districts.
2. *Types of Approval*. Depicted in Table 10-1-1.1.2, *Types of Approval*, is how each type of approval applies to the related sections requiring compliance.

B. Land Use, Lot, and Building Type Standards. The allowable land uses, lot areas, building setbacks, height, lot coverage, and common open space standards are set out in the following articles of this Code:

1. ARTICLE 10-2-2, *DT Downtown Districts and Uses*;
2. ARTICLE 10-3-2, *CMU Corridor Mixed-Use Districts and Uses*;
3. ARTICLE 10-4-2, *NB Neighborhood Districts and Uses*; and
4. ARTICLE 10-5-2, *BI Business and Industry Districts and Uses*.

Table 10-1-1.1.1
Base Zoning Districts

District		Future Land Use and Character Map Designation	Purpose	Former Zoning Designation(s)[1,2]
Name	**Designation**			
Downtown				
Downtown Neighborhood Residential	DNR	Urban Downtown Transition	This district is defined by its pedestrian-oriented street edge alongside modest front yards and reflects its existing low-density, single-family heritage while accommodating multi-family building forms.	DT-DNR
Downtown Transition Area	DTA	Urban Downtown Transition	This district is pedestrian-oriented and reflects historic residential form and usage while accommodating a moderately higher-density mix of commercial, restaurant, office, hotel, mixed-use, and residential uses in a variety of different building types.	DT-DTA
Downtown Main Street	DMS	Urban Downtown Main Street	This district establishes a small town feel through a consistent urban form of active, pedestrian-oriented street edge and the small scale and significant historical architecture of Main and Prince Streets. Buildings accommodate a mix of uses within multiple stories and support the walkable town-center character of the downtown. This district includes the locally designated Downtown Historic District and the Main Street National Register Historic District.	DT-DMS

Table Notes:

1. The former zoning district designations are from Title 10, *Zoning Regulations*, repealed and replaced on the effective date of this Code.
2. Council adopted the DT zoning districts by Ordinance 2020-34 on October 6, 2020. Council rezoned the downtown area by Ordinance 2020-43 on December 15, 2020. This table is not intended to amend, revise, or otherwise affect the DT zoning districts as created and applied by those ordinances.

Table 10-1-1.1.1
Base Zoning Districts

District		Future Land Use and Character Map Designation	Purpose	Former Zoning Designation(s)[1,2]
Name	**Designation**			
Downtown Mixed-Use	DMU	Urban Downtown Mixed-Use	This district consists of mixed use buildings with an active, pedestrian-oriented street edge. The predominant building form retains a traditional urban scale, design, and mix of uses which complements the Downtown Main Street (DMS) district.	DT-DMU
Corridor Mixed-Use				
Neighborhood Commercial	NC	Corridor Mixed-Use	The NC district provides for continued use of single-family dwellings that may transition into business uses without substantially altering the exterior function or appearance of the structure. The district also provides for commercial land use in areas that are adjacent to or in near proximity to low-density neighborhoods where compatibility is assured through use limitations and good lot and building standards. Buildings are limited in height and scale and sites are designed to mitigate the impacts common to these uses.	T, B-1
Corridor Mixed	CM	Corridor Mixed-Use; Auto-Oriented Commercial	The CM district provides for the broadest range of residential, commercial office, retail and service uses that may include single use sites and multi-tenant centers of varying scales, or horizontal or vertical mixed-use development. The locations of this district along major corridors are either distant to or buffered from low-density neighborhoods with transitions occurring at the rear of lots or with a street/alley separation. The impacts on the surrounding environs are managed by lot and building design.	B-2, B-3
Neighborhood				
Acreage Residential	ACR	Estate Residential	The ACR district provides for large, estate-sized lots for which the principal land use is single-family detached, duplex, and multiplex residential, although limited agricultural uses are also allowed.	A-1, R-S, R-L
Large Lot Residential	LLR	Suburban Residential	The LLR district provides for large lots for which the principal land use is single-family detached, duplex, and multiplex residential.	R-E, R-1
Multi-Family Residential	MFR	Suburban Residential Attached and Multi-Family; Auto-Oriented Residential Attached and Multi-Family; Residential Mix	The MFR district provides for ~~single-family attached~~ duplex, ~~including~~ multiplex~~, rowhouse,~~ and townho~~use~~me, along with cottage ~~clusters~~ court communities and apartment buildings and complexes. This district is intended to be of the highest residential density in the city, except for the Corridor Mixed (CM) district. The district may also accommodate manufactured home parks, recreational vehicle parks, and tiny home communities by conditional use.	R-3X, R-4, R-5, MH

Table Notes:

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Table 10-1-1.1
Base Zoning Districts

District		Future Land Use and Character Map Designation	Purpose	Former Zoning Designation(s)[1,2]
Name	**Designation**			
Medium Lot Residential	MLR	Suburban Residential; Auto-Oriented Residential	The MLR district covers a majority of the community, which provides for single-family detached, duplex, multiplex, limited townhome residential housing, along with cottage court communities in conventional neighborhoods.	R-2
Small Lot Residential	SLR	Auto-Oriented Residential; Mixed Character Core Neighborhood	The SLR district covers the residential areas nearest Downtown. Some neighborhoods in this district include alleys while other neighborhoods do not have alleys. The principal land use of this district is single-family detached, duplex, multiplex, limited townhome residential, along with cottage court communities.	R-3
Business and Industry				
Business Center	BC	Suburban Commercial	The BC district provides for office, research and technology use types with limited light industrial uses conducted within the confines of the buildings. This district provides for an upscale corporate office park setting with increased building and lot design standards.	PD-I, IP, B-P, STP
Industrial Park	IP	Suburban Business Park	The IP district provides for the most intensive heavy commercial and industrial land uses, including product assembly, fabrication, manufacturing, and warehousing, with outdoor storage, display and operations conducted outside the building.	I-1, I-2

Table Notes:

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Table 10-1-1.2
Types of Approval

Symbol	Types of Approval	Required Compliance				
		Section 10-1-1.3, Land Use Matrix	Section 10-1-1.4, Land Use Standards	Section 10-9-5.1, Conditional Use Standards	Section 10-1-1.6, Accessory Uses, Buildings and Structures	Section 10-1-1.8, Temporary Uses and Structures
		♦ Applicable		o Not Applicable		
P	Permitted	♦	o	o	o	o
S	Specially Permitted	♦	♦	o	o	o
C	Conditional	♦	♦	♦	o	o
A	Accessory	♦	o	o	♦	o
T	Temporary	o	o	o	o	♦
--	Prohibited	o	o	o	o	o

(Ord. 18, Series of 2022; Ord. 20, Series of 2023)

Subsec. 10-1-1.2.A Planned Overlay District

A. Purpose. This Subsection is intended to facilitate development within existing Planned Developments (PDs) or Planned Development Overlays (PDOs) of parcels approved for development but dormant or otherwise undeveloped, by expanding options with respect to the development standards and regulations that may apply to such development.

B. Applicability. This Subsection applies to all land that, prior to the effective date of this Code, was subject to regulations previously established as part of a PD or PDO designated on the Official Zoning Map.

C. Overlay Established.

1. A planned overlay district, abbreviated as PL-O on the Official Zoning Map, is established to allow for properties, previously entitled under a PD or PDO and rezoned to a new underlying zoning district designation in conjunction with the adoption of this Code, to develop under either the provisions of the entitled PD or PDO or, upon compliance with paragraph E, Development in Accordance with Underlying Zoning District, below, the standards of the applicable underlying zoning district.
2. The PL-O district shall overlay the base districts within the boundaries of the former PD and PDO districts. Any development standards not specifically described in graphic or written form within an approved PD or PDO are established by the underlying zoning district.

D. Developing in Accordance with Approved PD or PDO.

1. Minor changes to a PD or PDO may be granted through a Minor Plan Amendment, as described in Chapter 9 of this Code.
2. The following constitute major changes to a PD or PDO and are prohibited:
   - **a.** The addition of new land uses;
   - **b.** An increase in the density or gross floor area by more than 10 percent;
   - **c.** A decrease in common open space by more than five percent;
   - **d.** An increase in building height of more than one story than the previously approved PD regulations if the lot shares a common property line with, or the building is within 50 feet of, an ACR, LLR, MLR, or SLR district;
   - **e.** A substantial increase or decrease in public rights-of-way; or
   - **f.** Proposed changes to the distribution of land use types.
   - **g.** *Exception.* Accessory dwelling units as permitted per Section 10-1-1.7, Accessory Dwelling Units (ADUs).

E. Development in Accordance with Underlying Zoning District.

1. To utilize the standards and regulations of the underlying zoning district for non-residential or multi-family residential developments, written notice of such decision shall be provided to the Director, and any such development shall be subject to the requirements of Section 10-9-5.7, Master Development Plans, and paragraph F below.
2. Single family residential properties may utilize the standards and regulations of the underlying zoning district by receiving approval of a Site Plan from the Planning Commission, in accordance with the Decision Criteria of 10-9-5.4, the additional Decision Criteria set forth below, and subject to the requirements of paragraph F below.
   - **a.** Decision Criteria. The Planning Commission may approve or deny a request to utilize the standards and regulations of the underlying zoning district based on the following criteria:
     1. *Compatibility*. The plan will be compatible with the properties in the immediate vicinity of the subject property;
     2. *Adequate Public Facilities.* Facilities and services are available to serve the subject property without compromising provisions for adequate levels of service to other properties; and
     3. *Zoning District Conformance.* The plan demonstrates compliance with the applicable zoning district and design principles.

3. Once the underlying zoning district is utilized for a specific property, the PL-O designation on the Official Zoning Map shall be removed.

F. No Abrogation. Nothing in this Subsection is intended to supersede or abrogate any requirements, obligations, limitations, or encumbrances applicable to a property within a PL-O district including, but not limited to, the governing documents of a common interest community established pursuant to C.R.S. 38-33.3-101 et seq. It shall be the responsibility of the owner of any property seeking to develop such property under the standards and regulations of the underlying zoning district (as opposed to the previously established PD or PDO), and/or to withdraw such property from a common interest community, to establish to the city's satisfaction, before proceeding, that such action will comply with all applicable requirements of C.R.S 38-33.3-101 and any governing documents to which the property is subject. The city may withhold further consideration of any necessary approvals including, but not limited to, plans, plats, amendments, and permits, until in the Director's discretion adequate assurance of such compliance has been provided.

G. Legal Status. Any use, property, building or other structure approved in accordance with either the standards and regulations of the entitled PD or PDO or the standards and regulations of the applicable underlying zoning district, and thereafter continued and, as applicable, constructed, maintained, and utilized in compliance with the standards and regulations to which such use, property, building or structure is subject shall be considered legal and conforming.

(Ord. 18, Series of 2022; Ord. 20, Series of 2023)

Section 10-1-1.3 Land Use Matrix

A. Key. Table 10-1-1.3, *Land Use Matrix*, uses the following symbols:

1. "P" means the use is permitted by right and is not subject to further review.
2. "C" means the use requires a public hearing and conditional use approval subject to Section 10-9-5.1, *Conditional Use Permit*.
3. "A" means the use is permitted as an accessory use subject to standards in Section 10-1-1.6, *Accessory Uses, Buildings and Structures*, and in some instances additional standards.
4. If there is an "S", that means the use is subject to the special standards cited in the "Standards" column of Table 10-1-1.3, *Land Use Matrix*.
5. "--" means the use is prohibited.

B. New and Unlisted Uses. Refer to Section 10-1-2.1, *Unlisted and Functionally Similar Uses.*

C. Land Use Standards. The conditional and special standards for the land uses denoted with a "C" or "S" in Table 10-1-1.3, *Land Use Matrix*, below, include cross-references which may generally be found among the standards for all districts in Section 10-1-1.4, *Land Use Standards*. More specific standards are provided in Chapters 2-5.

Table 10-1-1.3.1
Land Use Matrix

Category	Specific Use	Downtown (DT)				Corridor Mixed-Use (CM)		Neighborhood (NB)					Business and Industry (BI)		Open Space (OS)	Standards
		DNR	DTA	DMS	DMU	NC	CM	ACR	LLR	MLR	SLR	MFR	BC	IP	OS	
Agriculture and Animal-Oriented Uses																
Agriculture-Oriented Uses	Community Garden	A	--	--	A	A	A	P	P	P	P	A	--	--	A	10-1-1.6.A
	Plant Nursery, Greenhouse, and Landscaping Business	--	--	--	--	C	C	C	--	--	--	--	P	P	--	--
	Agriculture-Oriented Uses (other than listed)	--	--	--	--	--	C	A	A	--	--	--	--	--	P	--
Animal-Oriented Uses	Kennel, Indoor	--	--	--	--	--	CS	--	--	--	--	--	CS	PS		10-1-1.4.B
	Veterinary Clinic or Hospital (with animal boarding) or Rescue Shelter	--	--	--	--	--	CS	--	--	--	--	--	P	P	--	10-1-1.4.B
	Veterinary Clinic or Hospital (without animal boarding)	--	CS	PS	PS	--	PS	--	--	--	--	--	P	P	--	10-1-1.4.B 10-2-3.2 10-4-2.2
	Pet Store for Sale of Dogs and Cats Only	--	--	--	--	--	--	--	--	--	--	--	--	--	--	10-1-1.4.B

Table Notes:

1. Reserved. ~~Detached Accessory Dwelling Unit (ADU) is permitted with alley access only and could require approval of a Conditional Use Permit, as set forth in Section 10-1-1.7 Accessory Dwelling Units (ADUs).~~
2. A tiny home community may occupy up to 10 percent of a development subject to Master Development Plan approval.
3. ~~Duplex or twin home dwellings are not permitted in the SLR district south of W. Caley Avenue.~~ Townhomes in MLR and SLR are only permitted to contain 3 or 4 primary dwelling units.

Table 10-1-1.3.1
Land Use Matrix

Category	Specific Use	Downtown (DT)				Corridor Mixed-Use (CM)		Neighborhood (NB)					Business and Industry (BI)		Open Space (OS)	Standards
		DNR	DTA	DMS	DMU	NC	CM	ACR	LLR	MLR	SLR	MFR	BC	IP	OS	
	Animal-Oriented Uses (Other than listed)	--	--	--	--	--	--	A	A	--	--	--	--	--	--	--
Residential Uses																
Household Living	Cottage Court Community	--	--	--	--	~~--~~PS	~~PS--~~	--	--	PS	PS	PS	--	--	--	10-3-3.2 10-4-3.2.A
	Dwelling, Multi-Family (Apartment)	--	PS	--	PS	--	PS	--	--	--	--	PS	--	--	--	10-1-1.4.A 10-2-3.2.M 10-3-3.2 10-4-3.2.E
	~~Dwelling, Single-Family Attached / Duplex / Twin Home~~[3]	~~PS~~	~~PS~~	~~--~~	~~PS~~	~~PS~~	~~P~~	~~--~~	~~--~~	~~--~~	~~CS~~	~~PS~~	~~--~~	~~--~~	~~--~~	~~10-2-3.2.J~~ ~~10-3-3.2~~ ~~10-4-3.2.B~~
	~~Dwelling, Single-Family~~ Duplex / ~~Twin Home Conversion~~[3]	PS	PS	--	PS	P~~S~~	P~~S~~	~~--~~PS	~~--~~PS	~~--~~PS	C~~P~~S	PS	--	--	--	10-1-1.4.A 10-2-3.2.K 10-3-3.2 10-4-3.2.B
	Dwelling, Single-Family Detached	PS	PS	--	PS	P	--	P	P	P	P	--	--	--	--	10-2-3.2.I 10-3-3.2
	Live-Work	--	PS	--	PS	P	P	--	--	--	--	--	CS	--	--	10-2-3.2.N 10-3-3.2
	Manufactured Home Park	--	--	--	--	--	--	--	--	--	--	CS	--	--	--	4-4-11 10-4-3.2.D
	Mixed-Use Building (upper floor residential units)	--	PS	PS	PS	CS	P	--	--	--	--	PS	CS	--	--	10-2-3.2.O 10-3-3.2 10-3-3.2.B
	Multiplex	PS	PS	--	PS	P~~--~~	P	~~--~~PS	~~--~~PS	~~--~~PS	~~--~~PS	P~~S~~	--	--	--	10-2-3.2.~~K~~L 10-3-3.2 10-4-3.2.B
	Slot Home	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--
	Tiny Home Community	--	--	--	--	--	CS[2]	--	--	--	--	CS	--	--	--	10-4-3.2.A
	Townhome	--	PS	--	PS	~~--~~P	P	--	--	~~--~~PS[3]	~~--~~PS[3]	PS	--	--	--	10-2-3.2.M 10-3-3.2 10-4-3.2.G
Group Living	Foster Family Care Home	P	P	P	P	P	P	P	P	P	P	P	--	--	--	--
	Group Home	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	--	10-1-1.4.A
	Independent Living Facility	P	P	--	P	P	P	--	--	--	C	P	--	--	--	--
	Nursing Home/Congregate Housing	P	P	--	P	P	P	--	--	--	--	P	C	C	--	--

Table Notes:

1. Reserved. ~~Detached Accessory Dwelling Unit (ADU) is permitted with alley access only and could require approval of a Conditional Use Permit, as set forth in Section 10-1-1.7 Accessory Dwelling Units (ADUs).~~
2. A tiny home community may occupy up to 10 percent of a development subject to Master Development Plan approval.
3. ~~Duplex or twin home dwellings are not permitted in the SLR district south of W. Caley Avenue.~~ Townhomes in MLR and SLR are only permitted to contain 3 or 4 primary dwelling units.

Table 10-1-1.3.1
Land Use Matrix

Category	Specific Use	Downtown (DT)				Corridor Mixed-Use (CM)		Neighborhood (NB)					Business and Industry (BI)		Open Space (OS)	Standards
		DNR	DTA	DMS	DMU	NC	CM	ACR	LLR	MLR	SLR	MFR	BC	IP	OS	
Residential Accessory Uses	Accessory Dwelling Unit (ADU)	see below				see below		see below					see below		--	10-1-1.7
	- Attached ADU	AS	AS	--	AS	AS	AS	AS	AS	AS	AS	AS	--	--		
	- Detached ADU	AS	AS	--	AS	AS	AS	~~AS~~--	~~AS~~--	AS[1]	AS[1]	~~AS~~--	--	--		
	~~- Contained ADU~~	~~AS~~	~~AS~~	~~--~~	~~AS~~	~~AS~~	~~AS~~	~~AS~~	~~AS~~	~~AS~~	~~AS~~	~~AS~~	~~--~~	~~--~~		
	Beekeeping	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	AS	--	--	AS	10-1-1.6.A
	Chickens	AS	--	--	--	--	--	AS	AS	AS	AS	--	--	--	--	10-1-1.6.A
	Cottage Food Operation	AS	AS	--	AS	AS	AS	AS	AS	AS	AS	AS	--	--	--	10-1-1.6.A
	Family Child Care Home	A	A	--	A	A	A	A	A	A	A	A	--	--	--	10-1-1.6.A
	Home Occupation	A	A	A	A	A	A	A	A	A	A	A	--	--	--	10-1-1.6.A
	Pigeon Keeping	--	--	--	--	--	--	AS	AS	AS	AS	--	--	--	--	10-1-1.6.A
	Primary Short-Term Rental	A	A	A	A	A	A	A	A	A	A	--	--	--	--	10-1-1.6.A
Commercial and Office Uses																
Entertainment, Indoor	Adult Entertainment	--	--	--	--	--	--	--	--	--	--	--	--	CS	--	City Code Title 3, Chapter 14
	Bar, Brew Pub, or Tavern	--	PS	P	PS	C	PS	--	--	--	--	--	C	--	--	10-2-3.2
	Brewery, Distillery, and Winery	--	PS	PS	PS	PS	PS	--	--	--	--	--	PS	PS	--	10-1-1.4.D
	Convention Center	--	--	--	--	P	P	--	--	--	--	--	P	P	--	--
	Gymnastic, Dance Studio, or Martial Arts Facility	--	PS	PS	PS	--	P	--	--	--	--	--	P	--	--	
	Health and Fitness Club	--	P	P	C	P	P	--	--	--	--	--	P	--	--	
	Movie or Other Theater	--	PS	PS	PS	--	P	--	--	--	--	--	P	P	--	10-2-3.2
	Indoor Entertainment (Other than listed)	--	P	P	P	C	P	--	--	--	--	--	C	C	--	--
Entertainment, Outdoor	Amphitheater	--	--	--	--	--	P	--	--	--	--	--	--	--	C	--
	Ballfield or Stadium	--	--	--	--	--	P	C	C	C	C	C	C	--	C	--
	Campground	--	--	--	--	--	C	--	--	--	--	--	--	--	C	--
	Outdoor Entertainment (Other than listed)	--	A	A	A	--	P	--	--	--	--	--	C	C	C	--
Office	Bank or Credit Union (with drive-through)	--	--	--	--	PS	PS	--	--	--	--	--	PS	PS	--	10-3-3.2.B
	Bank or Credit Union (without drive-through)	--	P	P	P	P	P	--	--	--	--	--	P	P	--	--
	Office Uses (8,000 sq. ft. gross floor area or greater)	--	--	--	--	C	P	--	--	--	--	--	P	P	--	10-1-1.4.D 10-2-3.2.O
	Office Uses (Less than 8,000 sq. ft. gross floor area)	PS	PS	PS	PS	P	P	--	--	--	--	--	P	P	--	10-2-3.2.O
	Studio, Commercial	--	P	P	P	P	P	--	--	--	--	--	P	P	--	
	Office Uses (Other than listed)	--	--	--	--	C	P	--	--	--	--	--	P	P	--	
Overnight Accommodations	Hotel or Motel	--	P	P	P	C	P	--	--	--	--	C	P	P	--	--
	Overnight Accommodations (Other than listed)	--	P	P	P	C	P	--	--	--	--	C	P	P	--	--

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Land Use Matrix

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		DNR	DTA	DMS	DMU	NC	CM	ACR	LLR	MLR	SLR	MFR	BC	IP	OS	
Retail Repair, Sales, and Personal Services	Drug Store (without drive-through)	--	P	P	P	P	P	--	--	--	--	--	P	P	--	
	Drug Store or Other Use (with drive-through)	--	--	--	--	PS	PS	--	--	--	--	--	P	P	--	10-3-3.2.B
	Dry Cleaning Store or Laundromat	--	P	--	P	P	P	--	--	--	--	--	--	--	--	
	Food Market	--	P	P	P	P	P	--	--	--	--	--	--	--	P	
	Grocery Store	--	P	P	P	P	P	--	--	--	--	--	P	--	--	10-1-3.2.B-3
	Home Furnishing Store (Appliances and Electronics)	--	P	P	P	P	P	--	--	--	--	--	P	--	--	10-1-3.2.B-3
	Home Improvement Center (with garden center)	--	--	--	--	--	P	--	--	--	--	--	--	P	--	--
	Lumber Yard	--	--	--	--	--	CS	--	--	--	--	--	--	PS	--	10-1-1.4.D
	Nursery or Garden Center	--	--	--	--	--	P	--	--	--	--	--	P	P	--	--
	Repair-Oriented Uses (excluding vehicles)	--	P	P	P	P	P	--	--	--	--	--	--	P	--	
	Shopping Center	--	--	--	--	C	P	--	--	--	--	--	--	--	--	--
	Retail Repair, Sales, and Personal Service (Other than listed)	--	P	P	P	P	P	--	--	--	--	--	--	P	--	--
Restaurant	Cafeteria, Providing Service to On-Site Employees	--	A	A	A	A	A	--	--	--	--	--	A	A	--	--
	Coffee/Tea Shop	--	P	P	P	P	P	--	--	--	--	--	P	P	C	
	Restaurant, Drive-in, or Drive-Through	--	--	--	--	C	P	--	--	--	--	--	--	P	--	10-1-1.4.D 10-3-3.2.B
	Restaurant Uses (Other than listed)	--	P	P	P	P	P	--	--	--	--	--	P	P	--	
Vehicle Sales and Service	Car Wash	--	--	--	--	C	P	--	--	--	--	--	P	P	--	--
	Equipment and Machinery Sales and Rental	--	--	--	--	--	C	--	--	--	--	--	--	P	--	--
	Fuel Sales (Retail)	--	--	--	--	CS	CS	--	--	--	--	--	P	P	--	10-1-1.4.D
	Vehicle Accessories and Parts Sales	--	--	--	--	--	P	--	--	--	--	--	--	P	--	--
	Vehicle Sales, Rental, and Leasing	--	--	--	--	--	C	--	--	--	--	--	--	P	--	--
	Vehicle Service, Major	--	--	--	--	--	C	--	--	--	--	--	--	P	--	--
	Vehicle Service, Minor	--	--	--	--	P	P	--	--	--	--	--	--	P	--	--
	Vehicle Sales and Service Uses (Other than listed)	--	--	--	--	--	C	--	--	--	--	--	--	P	--	--
Special Uses	Recycling Collection Facility	--	--	--	--	--	--	--	--	--	--	--	--	C	--	--

Table Notes:

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2. A tiny home community may occupy up to 10 percent of a development subject to Master Development Plan approval.
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Table 10-1-1.3.1
Land Use Matrix

Category	Specific Use	Downtown (DT)				Corridor Mixed-Use (CM)		Neighborhood (NB)					Business and Industry (BI)		Open Space (OS)	Standards
		DNR	DTA	DMS	DMU	NC	CM	ACR	LLR	MLR	SLR	MFR	BC	IP	OS	
Commercial Accessory Uses	Drive-Through ATM Dispenser and Vending Kiosk	--	A	--	A	--	A	--	--	--	--	--	A	--	--	10-1-1.6.A
	Eating and Drinking Places (Outdoor Seating, Sidewalk Café and Sidewalk Display)	--	A	A	A	A	A	--	--	--	--	--	A	--	CS	10-1-1.6.A
	Electric Vehicle (EV) Charging Station	--	AS	AS	AS	AS	AS	--	--	--	--	AS	AS	AS	AS	10-1-1.6.A
Civic and Institutional Uses																
Civic and Institutional	Adult Day Care	--	P	--	P	P	P	--	--	--	--	--	P	--	--	10-1-1.4.C
	Cemetery and Crematory	--	--	--	--	PS	PS	--	--	--	--	CS	--	--	P	10-1-1.4.C
	Child Care Center or Pre-School	PS	PS	PS	PS	P	P	--	--	--	--	P	--	A	--	10-1-1.4.C
	Funeral Home and Services	--	C	--	C	C	P	--	--	--	--	--	P	P	--	--
	Public Assembly Facility	P	P	--	P	P	P	P	P	P	P	P	P	P	--	10-1-1.4.C
	Public Park	--	--	--	--	--	--	P	P	P	P	P	--	--	P	
	Private Elementary/Secondary School	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	--	--	--	10-1-1.4.C
	Private College / University	--	--	--	--	--	P	--	--	--	--	--	P	--	--	--
	Private Trade or Vocational School	--	--	--	--	--	P	--	--	--	--	--	C	P	--	--
	Recreation Center/Clubhouse	--	--	--	--	--	--	P	P	P	P	P	--	--	--	--
	Transit System Facility	--	P	P	P	--	P	--	--	--	--	P	P	P	--	
	Civic and Institutional (Other than listed)	CS	PS	PS	PS	P	P	--	--	CS	CS	CS	P	P	C	10-2-3.2.Q
Medical Facilities	Ambulatory Surgical Care Facilities	--	--	A	A	P	P	--	--	--	--	--	P	--	--	--
	Ambulatory or Outpatient Services	--	C	--	C	C	P	--	--	--	--	--	P	P	--	--
	Drug, Alcohol or Psychiatric Treatment Center (outpatient)	--	C	--	C	C	P	--	--	--	--	--	--	--	--	--
	Hospital	--	C	--	C	--	P	--	--	--	--	--	P	--	--	--
	Medical Facilities (Other than listed)	--	P	P	P	P	P	--	--	--	--	--	P	P	--	--
Parking as a Principal Use	Fleet Storage	--	--	--	--	--	C	--	--	--	--	--	C	C	--	--
	Parking Structure	--	PS	PS	PS	--	AS	--	--	--	--	CS	PS	PS	--	10-2-3.2.R 10-1-3.8.B
	Parking Lot, Off-Site	--	AS	AS	AS	CS	AS	--	--	--	--	CS	AS	AS	C	10-1-1.4.C
~~Utilities~~	Utilities, Major	--	--	--	--	--	C	--	--	--	--	--	C	P	--	--

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		DNR	DTA	DMS	DMU	NC	CM	ACR	LLR	MLR	SLR	MFR	BC	IP	OS	
	Utilities, Minor	A	A	A	A	A	A	A	A	A	A	A	A	A	A	--
Industrial and Manufacturing Uses																
Flex Industrial	Assembly of Prefabricated Parts	--	--	--	--	--	--	--	--	--	--	--	P	P	--	--
	Assembly or Fabrication for Sale On Premises	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--
	Data Center	--	--	--	--	--	C	--	--	--	--	--	P	P	--	--
	Dry Cleaning, Commercial Operations (without drive-through)	--	--	--	--	--	--	--	--	--	--	--	C	P	--	--
	Distribution / Logistics Center	--	--	--	--	--	--	--	--	--	--	--	C	P	--	--
	Micro-Manufacturing	--	--	--	--	--	--	--	--	--	--	--	P	P	--	--
	Parcel Service	--	--	--	--	--	C	--	--	--	--	--	--	P	--	--
	Printing and Publishing	--	--	--	--	--	--	--	--	--	--	--	P	P	--	--
	Research and Testing Laboratory	--	--	--	--	--	--	--	--	--	--	--	P	P	--	--
	Self-Service Storage	--	--	--	--	--	C	--	--	--	--	--	--	PS	--	10-1-1.4.E
	Wholesale Sales and Distribution	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--
	Flex Industrial (Other than listed)	--	--	A	A	A	A	--	--	--	--	--	P	P	--	--
General Industrial	Assembly of Finished Goods	--	--	--	--	A	A	--	--	--	--	--	P	P	--	--
	Fabrication	--	--	--	A	A	A	--	--	--	--	--	A	P	--	--
	Indoor Storage	--	--	--	--	--	C	--	--	--	--	--	--	P	--	--
	Outdoor Storage	--	--	--	--	--	--	--	--	--	--	--	--	PS	--	10-1-1.4.E
	Special Trade Contractor	--	--	--	--	--	--	--	--	--	--	--	--	P	--	--
	Warehousing	--	--	--	--	--	--	--	--	--	--	--	A	P	--	--

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(There are no ordinances associated with this section.)

Subsec. 10-1-1.4.A Residential Land Uses

A. ~~**Duplex and Twin Home Conversion**. See Subsection 10-4-3.2.B, *Duplex and Twin Home Conversion*~~ Reserved.

B. Household Living.

1. *Multi-Family*.

a. In the districts where permitted, multi-family shall be screened from adjoining non-residential land uses as set out in Subsection 10-1-3.6.F, *Bufferyard Requirements*.

b. Multi-family buildings and developments shall comply with the standards in Subsection 10-4-3.2.E, *Multi-Family Dwellings*, and other applicable standards and requirements of this Code and other codes.

C. Group Living.

1. *Generally*. Unless otherwise expressly stated, all group homes shall meet the following standards:

a. The applicant is licensed by the State of Colorado to operate such facility, or is not required to be licensed. If said license is pending, approval may be conditionally granted, but shall not take effect until licensing becomes final.

b. The group home will not have an adverse effect on the residential character and quality of life in the particular neighborhood. The Director may not deny development approval for a proposed group home solely on the basis of neighborhood opposition, where no valid and substantive evidence has been offered to show that the proposed group home would have such adverse effect.

c. Any proposed new structure or structural changes to an existing structure shall be consistent in architectural design and style with the character of the surrounding neighborhood.

d. The Director shall have the authority to impose conditions upon the approval which are found necessary to operate the group home in a manner that does not negatively impact the neighborhood.

e. No administrative activities of any private or public organization or agency other than those incidental to operation of the specific group home shall be conducted on the premises.

2. *Group Home, FFHA*.

a. All group homes for developmentally disabled, elderly, or mentally ill persons shall be spaced from each other by the lesser of:

1. 750 feet (linear distance from lot line to lot line); or

2. A spacing that is such that no two group homes are located on the same block or take access from the same street.

b. As authorized by 42 USC § 3604(f)(9), no group home for developmentally disabled, elderly, or mentally ill persons shall provide housing to any individual whose tenancy would constitute a direct threat to the health or safety of other individuals or whose tenancy would result in substantial physical danger to the property of others.

c. If the group home is to be located in an existing building, the building shall comply with all applicable requirements of the Building and Fire Codes before the use is established.

d. The group home shall not include more than one resident who is required to register as a sex offender pursuant to C.R.S. § 18-3-412.5, as amended.

3. *Group Home for Juvenile Offenders*.

a. All group homes for juvenile offenders require a conditional use approval and shall be:

1. Spaced from each other by at least 750 feet (linear distance from lot line to lot line);

2. Located on a lot with a lot area that is at least 1,000 sf. per resident; and

3. Provided with 24-hour on-site supervision and security, approved by the Director and the Chief of Police, with input from the placing agency.

b. As authorized by 42 U.S.C. § 3604(f)(9), no group home for juvenile offenders shall provide housing to any individual whose tenancy would constitute a direct threat to the health or safety of other individuals or whose tenancy would result in substantial physical danger to the property of others.

c. If the group home is to be located in an existing building, the building shall comply with all applicable requirements of the Building and Fire Codes before the use is established.

d. The group home shall not include more than one resident who is required to register as a sex offender pursuant to C.R.S. § 18-3-412.5, as amended.

4. *Group Home (Not Specified)*.

a. All group homes that do not serve a class or group of residents protected by the Fair Housing Act shall be allowed only as a conditional use in all zoning districts, provided the number of residents does not exceed 12 persons, including resident supervisory personnel.

b. Conditional use approval for any group home may be granted for the term of the facility's license, or for such shorter period as the Council determines under the circumstances of the individual case, but in no event for a period greater than two years.

c. If active and continuous operations are not carried on for a period of 12 consecutive months in a group home approved as a conditional use, the group home shall be considered to be abandoned. The use may be reinstated only after obtaining a new conditional use approval.

d. At the expiration of its term, a conditional use approval for any group home shall automatically renew under the same conditions, including duration, as the original approval, unless the Director or the group home licensing agency has received written complaints concerning the operation of the group home during the term of the Conditional Use Permit. If any such complaint has been received, the application for renewal shall be heard by the Council under the same requirements for a new conditional use application.

Subsec. 10-1-1.6.A Accessory Uses

A. Purpose. This Subsection authorizes the establishment of accessory uses that are incidental and customarily subordinate to principal uses, provided that the accessory use complies with all applicable standards in this Subsection.

B. Approval of Accessory Uses.

1. *Principal Uses Include Accessory Uses*. All principal uses allowed in a zoning district shall be deemed to include those accessory uses typically associated with the use unless specifically prohibited in this Code.

2. *Approval Process*. Unless otherwise specified in this Subsection, any accessory use shall be treated as a permitted use in the district in which it is located. An accessory use may be approved in conjunction with approval of the principal use.

C. Standards that Apply to All Accessory Uses. All accessory uses shall comply with the following general standards:

1. *Compliance with this Code*.

a. All accessory uses shall be subject to the dimensional requirements of the district in which they are located. In the case of any conflict between the accessory use standards of this Subsection and any other requirement of this Code, the more restrictive standards shall control.

b. Accessory uses shall comply with all standards of this Code applicable to the principal use with which they are associated. If required by this Code, parking shall be provided for the accessory use, e.g., accessory dwelling unit.

2. *Location*. The accessory use shall be conducted or located on the same lot(s) as the principal use and to the rear of the principal structure unless otherwise approved by the Director. Within a mixed-use or multi-tenant development, the accessory use shall be located as approved by the Site Plan or Master Development Plan. If the accessory use is in an accessory building, location requirements shall be met as set out in Subsection 10-1-1.6.B, *Accessory Buildings*.

3. *Non-Residential Uses in Residential Districts*. An accessory use in a residential district shall not be used to conduct a retail business, commercial business or repair business unless authorized as a home occupation with an approved business and sales tax license.

D. Standards Applicable to Specific Accessory Uses.

1. *Accessory Dwelling Units (ADUs)*. Refer to Section 10-1-1.7, *Accessory Dwelling Units (ADUs)*.

2. *Animal Husbandry*. Animals, other than those being kept as pets, such as for animal husbandry, shall be kept in accordance with the following standards and other applicable standards of this Code:

a. *Permitted*. Activities that are permitted as an accessory use include the raising of horses, donkeys, mules, alpaca, llama, wool-bearing animals and associated enterprises, including commercial stables, riding academies, training and breeding, and any other animals and uses the Director interprets to be functionally similar.

b. *Prohibited*. Activities that are prohibited as an accessory use include:

1. Raising of cattle, swine, fur-bearing animals raised for pelts and feathered animals, except chickens and ducks;

2. Operation of hog ranches, commercial feedlots, agricultural processing industry or farms for the disposal of garbage or other waste; and

3. Growing and harvesting of any types of cannabis, including hemp.

c. *Environmental Impact*. Animal husbandry operations which create noise and odors, attract insects or rodents, or be otherwise incompatible with surrounding residential uses or the intent of the zoning district, may be conditioned or denied by the Director.

d. *Minimum Lot Size*. The minimum lot size for animal husbandry within the city is one-half acre.

e. *Minimum Setback*. No portion of any structure used to house a domesticated farm animal shall be within 100 feet of any residence, other than a dwelling on the same lot.

f. *Fencing*. Fencing adequate to contain the animals shall be provided and maintained.

g. *Storage*. All vehicles, machinery and materials associated with animal husbandry shall be parked or stored on the property in a neat and orderly manner.

3. *Beekeeping*.

a. *Secure*. Bee colonies shall be kept within a fenced area.

b. *Hives*. All bee colonies shall be kept in hives with removable combs, which shall be kept in sound and usable condition.

c. *Setback*. All hives shall be located at least five feet from any adjoining property with the back of the hive facing the nearest adjoining property.

d. *Fencing of Flyways*. In each instance in which any colony is situated within 25 feet of a developed public or private property line of the tract upon which the apiary is situated, as measured from the nearest point on the hive to the property line, the beekeeper shall establish and maintain a flyway barrier at least six feet in height consisting of a solid wall or fence parallel to the property line and extending 10 feet beyond the colony in each direction so that all bees are forced to fly at an elevation of at least six feet above ground level over the property lines in the vicinity of the apiary.

e. *Water*. Each property owner or beekeeper shall ensure that a convenient source of water is available at all times to the bees so the bees will not congregate at swimming pools, bib cocks, pet water bowls, birdbaths, or other water sources where they may cause human, bird or domestic pet contact. The water shall be maintained so as not to become stagnant.

f. *Maintenance*. Each property owner or beekeeper shall ensure that no bee comb or other materials that might encourage robbing are left upon the grounds of the apiary site. Upon their removal from the hive, all such materials shall promptly be disposed of in a sealed container or placed within a building or other bee-proof enclosure.

g. *Queens*. In any instance in which a colony exhibits unusually aggressive characteristics by stinging or attempting to sting without due provocation or exhibits an unusual disposition toward swarming, it shall be the duty of the beekeeper to requeen the colony. Queens shall be selected from stock bred for gentleness and non-swarming characteristics.

h. *Colony Density*.

1. It shall be unlawful to keep any colony on a multiple-family lot or to keep more than the following number of colonies on any tract within the city, based upon the size or configuration of the tract on which the apiary is situated:

i. Less than one-half acre lot size: Four colonies;

ii. One-half acre or more but less than one acre lot size: Six colonies;

iii. One acre or larger lot size: Eight colonies;

iv. Regardless of lot size, where all hives are situated at least 200 feet in any direction from all property lines of the lot on which the apiary is situated, there shall be no limit to the number of colonies.

2. For each two colonies authorized, there may be maintained upon the same tract one nucleus colony in a hive structure not exceeding one standard nine and five-eighths inch depth by 10-inch frame hive body with no supers attached as required from time to time for management of swarms. Each such nucleus colony shall be disposed of or combined with an authorized colony within 30 days after the date it is acquired.

i. *Prohibited*. The keeping by any person of bee colonies in the city not in strict compliance with this Subsection is prohibited. Any bee colony not residing in a hive structure intended for beekeeping, or any swarm of bees, or any colony residing in a standard or homemade hive which, by virtue of its condition, has obviously been abandoned by the beekeeper, is unlawful and may be summarily destroyed or removed from the city by the City Manager, or a designee.

4. *Chickens and Ducks*.

a. *Maximum Number Allowed*. A maximum of six chickens or six ducks or any combination thereof not to exceed six are permitted in the ACR, LLR, MLR, AND SLR districts.

b. *Protection*. The chicken hens shall be provided with a covered predator-resistant chicken house that is properly ventilated and designed to be easily accessed, cleaned and maintained. The chicken house shall have a minimum of two square feet of floor space per bird with an attached outdoor enclosure. The outdoor enclosure shall have a minimum of 10 square feet per bird.

c. *Setback from Property Line*. Neither the chicken house nor the outdoor enclosure may be located less than 15 feet from any abutting property line.

d. *Roosters Prohibited*. No person may own or keep a rooster in any district.

e. *Restriction*. The chicken hens may not be killed by or at the direction of the owner or keeper, except pursuant to lawful order of a state, county, or city official, or for the purpose of euthanasia when surrendered to a licensed veterinarian or the Humane Society for such purpose, or as otherwise expressly permitted by law.

f. *Environmental Impacts*. Odor, dust, waste, and drainage shall be controlled so as not to constitute a nuisance, safety hazard or health problem to adjoining property or uses.

5. *Community Garden*. As a principal use, Community gardens are subject to the following regulations:

a. On-site sale of community garden food products is prohibited in the residential districts;

b. All equipment shall be stored in an enclosed building;

c. The garden site shall be designed and maintained to prevent any chemical pesticide, fertilizer or other garden waste from draining onto adjacent properties or public rights-of-way;

d. On-site trash, recyclable and compost containers shall be located and maintained as far as practicable from residential dwelling units located on adjoining lots;

e. One sign is allowed on lots on which a community garden use is located, which shall not exceed four square feet in area and shall include the name and phone number of the property owner or the garden manager;

f. The property shall be maintained free of tall weeds and debris;

g. Dead garden plants shall be regularly removed and, in any instance, no later than December 1 of each year; and

h. The perimeter of community gardens shall be fenced.

6. *Cottage Food Operation*.

a. The operator of the cottage food operation shall be the individual who conducts the cottage food operation from the operator's private residential dwelling unit and is the owner of the cottage food operation. If the operator is not the owner of the property on or in which the cottage food operation will be conducted, the property/dwelling owner's written authorization shall be provided.

b. The cottage food operation shall be clearly incidental to the use of the structure as a dwelling unit, and shall not create dust, noise or odors in excess of that normally associated with residential use.

c. The cottage food operation shall not generate pedestrian or vehicular traffic in excess of that normally associated with residential use.

d. The cottage food operation shall be conducted solely within a primary residence.

e. No sign(s) identifying the cottage food operation shall be permitted to be posted or displayed on the premises, nor on or within anything located on the premises.

f. Neither the dwelling nor the property shall be altered to appear other than a residence, either by color, materials, construction, lighting, sounds, vibrations or other characteristics.

g. A maximum of one full-time employee, exclusive of family/household members, may be employed by the cottage food home occupation business at the residence.

h. Direct sales from the home shall not be conducted from an attached garage, accessory residential structure, or any place outside of the residential dwelling.

7. *Drive-Through ATM Dispensers and Vending Kiosks*. Drive-Through ATM Dispensers and Vending Kiosks may be permitted subject to the following regulations:
    a. Placement shall be outside required landscape islands and stormwater management systems;
    b. Dispensers and service machines placed in parking lots shall have a finished exterior of brick, stucco, stone, stained wood, or similar materials to match or complement the principal use and shall not be shaped to resemble objects (animate and inanimate);
    c. A sloped roof with a peak or parapet roof shall be affixed to dispensers or kiosks placed in parking lots with shingle, tile, or other roof material to match the materials of the principal use;
    d. Advertising, other than signage with the logo and name of the item being dispensed or service provided, is prohibited;
    e. Parking for at least one space per each unmanned paid dispenser unit shall be provided; and
    f. Required parking for a commercial accessory use shall not occupy required parking for the principal use.
8. *Eating and Drinking Places*.
    a. *Outdoor Seating*. Eating and drinking establishments allowed by this Code may provide outdoor seating areas, including rooftop seating, for customers following plan review and issuance of a liquor license where applicable. Outdoor seating may be approved subject to the following criteria:
        1. The area of occupancy shall be contiguous or in near proximity to the restaurant in which food preparation, sanitation, and related services for the sidewalk café will be performed;
        2. An outdoor seating area shall not be enclosed by fixed walls, unless necessary to comply with requirements to serve alcohol, and shall be open to the air, except that it may have a canopy;
        3. Outdoor seating areas may not occupy required parking spaces or parking area access aisles unless permitted on a temporary basis by the Director;
        4. When outdoor seating is located on a lot abutting a residential use or district, noise emanating from any outdoor seating areas shall comply with Title 7, Health and Sanitation, Chapter 3, Noise Control, of the City Code;
        5. There shall be a minimum eight-foot width of unimpeded sidewalk for pedestrian flow from the face of the curb and the area of temporary occupancy;
        6. The sidewalk café shall be located a minimum of five feet from accessways and alleys, and 10 feet from intersections;
        7. All curbs, alleys, sidewalks, and public rights-of-way adjacent to such occupation shall be kept in a clean and orderly condition; and
        8. In approving outdoor seating, the Director or Commission may impose reasonable conditions relating to location, configuration, lighting, and other operational features of the use to ensure compatibility with surrounding uses, maintenance, sound, and compliance with other applicable city codes.
9. *Electric Vehicle (EV) Charging Station*.
    a. *Permit Required.* It shall be unlawful for any person to install, operate, or maintain an electric vehicle charging station in an NC, CM, DTA, DMS, DMU, BC or IP district without:
        1. A permit for such work, which shall be secured from the Chief Building Official by the electric vehicle charging station's owner or the owner's agent; and
        2. Submittal of a written statement from the electric utility provider that the installation will not negatively affect the electrical distribution system.
    b. *Compliance.* All electric vehicle charging stations erected, constructed, installed, altered, replaced, or to which additions are made shall comply with all of the provisions of all applicable health and safety standards and requirements of federal, state, and local law and the electrical utility provider.
    c. *Prohibited Uses.* If the owner of a plug-in electric motor vehicle charging station installs a sign that identifies the station, a person is prohibited from:

1. Parking in the space if the vehicle is not an electric vehicle; and
2. Using a dedicated charging station for parking if the electric vehicle is not charging.

10. *Home Occupation*. Home Occupations may be permitted subject to the following regulations:
    a. The home occupation shall not be more dangerous to life, personal safety, or property than any other activity ordinarily carried on with respect to a dwelling used solely for residential purposes;
    b. Mail-order, telephone, and internet sales, as well as distribution of sold merchandise, is permitted;
    c. The home occupation shall not create or cause any perceptible noise, odor, smoke, electrical interference, or vibrations that constitute a public or private nuisance to neighboring properties;
    d. Not more than two vehicles shall be parked at the location at any one time as the result of a home occupation;
    e. ~~There shall be no parking or storage of vehicle(s) with a weight greater than 7,000 pounds empty weight and/or commercial trucks to conduct the home occupation.~~ Only one commercial vehicle of ~~not over one ton rated capacity~~ not more than two axles that is associated with the home occupation may be parked on the subject lot;
    f. There shall be no outdoor display or storage of goods, materials, merchandise, equipment , or signage related to the home occupation that is visible from the exterior of the principal dwelling;
    g. No alteration shall be made to the principal dwelling that changes its residential character nor shall there be any outward appearance of a home occupation;
    h. Employees shall be residents of the ~~principal dwelling~~ lot; only one non-resident employee is allowed;
    i. The home occupation shall be operated only in a principal or accessory building;
    j. All of the home occupations combined shall not exceed 20 percent of the gross floor area of the principal dwelling and accessory structure combined;
    k. No more than two home occupations may operate indoors; and
    l. A home occupation shall not operate outdoors.
11. *Family Child Care Home*. Family Child Care Homes may be permitted subject to the following regulations:
    a. The principal use shall be a single-family detached or attached dwelling;
    b. Exterior yard space for child care use shall be enclosed by a fence at least 30" tall;
    c. The operator shall possess a current appropriate state license as set forth by the Colorado State Department of Human Services; and
    d. The family child care home shall not create parking or traffic congestion or otherwise unreasonably interfere with the peace and enjoyment of surrounding residences.
12. *Pigeon Keeping*. The keeping, breeding, maintenance, and flying of pigeons shall be permitted only in the ACR, LLR, MLR, AND SLR districts provided:
    a. The loft shall be of such sufficient size and design, and constructed of such material, that it can be maintained in a clean and sanitary condition;
    b. There shall be at least one square foot of floor space in any loft for each mature pigeon;
    c. The construction and location of the loft shall not conflict with the requirements of this Code or the Building Code;
    d. All feed for such pigeons shall be stored in such containers as to protect against intrusion by rodents and other vermin;
    e. The loft shall be maintained in a sanitary condition and in compliance with all applicable health regulations of the city and county;
    f. All pigeons shall be confined to the loft, except for limited periods necessary for exercise, training, and competition. At no time shall pigeons be allowed to perch or linger on the buildings or property of others;

g. All pigeons shall be fed within the confines of the loft;

h. No one shall release pigeons to fly for exercise, training, or competition except in compliance with the following rules:

1. The owner of the pigeons shall be a member in good standing of an organized pigeon club, such as the American Racing Pigeon Union, Inc., the International Federation of Racing Pigeon Fanciers, the National Pigeon Association, the American Tippler Society, the International Roller Association, the Rare Breeds Pigeon Club, or a local club which has rules that will help preserve the peace and tranquility of the neighborhood; and

2. Pigeons shall not be released for flying which have been fed within the previous four hours.~~; and~~

i. No owner may have more than 100 pigeons in a residentially zoned area.

13. *Primary Short-Term Rental*.

a. *Use*. A primary short-term rental shall ~~may~~ be ~~housed within either a conforming principal or an attached, detached, or contained accessory dwelling unit. permitted~~ licensed where allowed by Title 3, Business Regulations; Chapter 23, Short-Term Rentals, of the City Code.

b. *Inspection*. Each primary short-term rental shall be subject to inspection by the Director prior to the issuance of an annual business license, and upon all renewals.

c. *Building and Property Maintenance*. All primary short-term rentals shall be in compliance with the city's building and property maintenance codes.

d. *Prohibitions*. A primary short-term rental is not permitted on the same property as any of the following:

1. Any Overnight Accommodations use type; or

2. Any Group Living use type.

e. *Registration and Licensing*. The primary short-term rental host shall obtain a business and sales/use tax license from the city in compliance with Title 3, Business Regulations; Chapter 23, Short-Term Rentals, of the City Code.

14. Roomers and Boarders. As an accessory to residential occupancy of a dwelling, a maximum of not more than two roomers and/or boarders are permitted, subject to the following standards:

a. The use shall not have a separate outside entrance; rather, the entrance to the quarters occupied by a roomer/boarder shall be from within the principal structure; and

b. No separate kitchen facilities, including stoves, refrigerators or ovens, shall be allowed or maintained for the benefit of roomers/boarders.

15. *Household Pets*.

a. Household pets are permitted; provided, that not more than three pets are adult dogs, three pets are adult cats, or three rabbits or any combination of these species equals five or less.

b. The numbers of these species younger than six months are not restricted. This does not preclude the legitimate use or keeping of any laboratory animals for scientific research or veterinarian purposes. The sale or offer for sale of a dog or cat as an accessory use is prohibited. This shall not be interpreted to prohibit the keeping of livestock in districts where permitted.

(Ord. 18, Series of 2022; Ord. 01, Series of 2024)

Subsec. 10-1-1.6.A Accessory Uses

A. Purpose. This Subsection authorizes the establishment of accessory uses that are incidental and customarily subordinate to principal uses, provided that the accessory use complies with all applicable standards in this Subsection.

B. Approval of Accessory Uses.

1. *Principal Uses Include Accessory Uses*. All principal uses allowed in a zoning district shall be deemed to include those accessory uses typically associated with the use unless specifically prohibited in this Code.

2. *Approval Process*. Unless otherwise specified in this Subsection, any accessory use shall be treated as a permitted use in the district in which it is located. An accessory use may be approved in conjunction with approval of the principal use.

C. Standards that Apply to All Accessory Uses. All accessory uses shall comply with the following general standards:

1. *Compliance with this Code*.

a. All accessory uses shall be subject to the dimensional requirements of the district in which they are located. In the case of any conflict between the accessory use standards of this Subsection and any other requirement of this Code, the more restrictive standards shall control.

b. Accessory uses shall comply with all standards of this Code applicable to the principal use with which they are associated. If required by this Code, parking shall be provided for the accessory use, e.g., accessory dwelling unit.

2. *Location*. The accessory use shall be conducted or located on the same lot(s) as the principal use and to the rear of the principal structure unless otherwise approved by the Director. Within a mixed-use or multi-tenant development, the accessory use shall be located as approved by the Site Plan or Master Development Plan. If the accessory use is in an accessory building, location requirements shall be met as set out in Subsection 10-1-1.6.B, *Accessory Buildings*.

3. *Non-Residential Uses in Residential Districts*. An accessory use in a residential district shall not be used to conduct a retail business, commercial business or repair business unless authorized as a home occupation with an approved business and sales tax license.

D. Standards Applicable to Specific Accessory Uses.

1. *Accessory Dwelling Units (ADUs)*. Refer to Section 10-1-1.7, *Accessory Dwelling Units (ADUs)*.

2. *Animal Husbandry*. Animals, other than those being kept as pets, such as for animal husbandry, shall be kept in accordance with the following standards and other applicable standards of this Code:

a. *Permitted*. Activities that are permitted as an accessory use include the raising of horses, donkeys, mules, alpaca, llama, wool-bearing animals and associated enterprises, including commercial stables, riding academies, training and breeding, and any other animals and uses the Director interprets to be functionally similar.

b. *Prohibited*. Activities that are prohibited as an accessory use include:

1. Raising of cattle, swine, fur-bearing animals raised for pelts and feathered animals, except chickens and ducks;

2. Operation of hog ranches, commercial feedlots, agricultural processing industry or farms for the disposal of garbage or other waste; and

3. Growing and harvesting of any types of cannabis, including hemp.

c. *Environmental Impact*. Animal husbandry operations which create noise and odors, attract insects or rodents, or be otherwise incompatible with surrounding residential uses or the intent of the zoning district, may be conditioned or denied by the Director.

d. *Minimum Lot Size*. The minimum lot size for animal husbandry within the city is one-half acre.

e. *Minimum Setback*. No portion of any structure used to house a domesticated farm animal shall be within 100 feet of any residence, other than a dwelling on the same lot.

f. *Fencing*. Fencing adequate to contain the animals shall be provided and maintained.

g. *Storage*. All vehicles, machinery and materials associated with animal husbandry shall be parked or stored on the property in a neat and orderly manner.

3. *Beekeeping*.

a. *Secure*. Bee colonies shall be kept within a fenced area.

b. *Hives*. All bee colonies shall be kept in hives with removable combs, which shall be kept in sound and usable condition.

c. *Setback*. All hives shall be located at least five feet from any adjoining property with the back of the hive facing the nearest adjoining property.

d. *Fencing of Flyways*. In each instance in which any colony is situated within 25 feet of a developed public or private property line of the tract upon which the apiary is situated, as measured from the nearest point on the hive to the property line, the beekeeper shall establish and maintain a flyway barrier at least six feet in height consisting of a solid wall or fence parallel to the property line and extending 10 feet beyond the colony in each direction so that all bees are forced to fly at an elevation of at least six feet above ground level over the property lines in the vicinity of the apiary.

e. *Water*. Each property owner or beekeeper shall ensure that a convenient source of water is available at all times to the bees so the bees will not congregate at swimming pools, bib cocks, pet water bowls, birdbaths, or other water sources where they may cause human, bird or domestic pet contact. The water shall be maintained so as not to become stagnant.

f. *Maintenance*. Each property owner or beekeeper shall ensure that no bee comb or other materials that might encourage robbing are left upon the grounds of the apiary site. Upon their removal from the hive, all such materials shall promptly be disposed of in a sealed container or placed within a building or other bee-proof enclosure.

g. *Queens*. In any instance in which a colony exhibits unusually aggressive characteristics by stinging or attempting to sting without due provocation or exhibits an unusual disposition toward swarming, it shall be the duty of the beekeeper to requeen the colony. Queens shall be selected from stock bred for gentleness and non-swarming characteristics.

h. *Colony Density*.

1. It shall be unlawful to keep any colony on a multiple-family lot or to keep more than the following number of colonies on any tract within the city, based upon the size or configuration of the tract on which the apiary is situated:

i. Less than one-half acre lot size: Four colonies;

ii. One-half acre or more but less than one acre lot size: Six colonies;

iii. One acre or larger lot size: Eight colonies;

iv. Regardless of lot size, where all hives are situated at least 200 feet in any direction from all property lines of the lot on which the apiary is situated, there shall be no limit to the number of colonies.

2. For each two colonies authorized, there may be maintained upon the same tract one nucleus colony in a hive structure not exceeding one standard nine and five-eighths inch depth by 10-inch frame hive body with no supers attached as required from time to time for management of swarms. Each such nucleus colony shall be disposed of or combined with an authorized colony within 30 days after the date it is acquired.

i. *Prohibited*. The keeping by any person of bee colonies in the city not in strict compliance with this Subsection is prohibited. Any bee colony not residing in a hive structure intended for beekeeping, or any swarm of bees, or any colony residing in a standard or homemade hive which, by virtue of its condition, has obviously been abandoned by the beekeeper, is unlawful and may be summarily destroyed or removed from the city by the City Manager, or a designee.

4. *Chickens and Ducks*.

a. *Maximum Number Allowed*. A maximum of six chickens or six ducks or any combination thereof not to exceed six are permitted in the ACR, LLR, MLR, AND SLR districts.

b. *Protection*. The chicken hens shall be provided with a covered predator-resistant chicken house that is properly ventilated and designed to be easily accessed, cleaned and maintained. The chicken house shall have a minimum of two square feet of floor space per bird with an attached outdoor enclosure. The outdoor enclosure shall have a minimum of 10 square feet per bird.

c. *Setback from Property Line*. Neither the chicken house nor the outdoor enclosure may be located less than 15 feet from any abutting property line.

d. *Roosters Prohibited*. No person may own or keep a rooster in any district.

e. *Restriction*. The chicken hens may not be killed by or at the direction of the owner or keeper, except pursuant to lawful order of a state, county, or city official, or for the purpose of euthanasia when surrendered to a licensed veterinarian or the Humane Society for such purpose, or as otherwise expressly permitted by law.

f. *Environmental Impacts*. Odor, dust, waste, and drainage shall be controlled so as not to constitute a nuisance, safety hazard or health problem to adjoining property or uses.

5. *Community Garden*. As a principal use, Community gardens are subject to the following regulations:

a. On-site sale of community garden food products is prohibited in the residential districts;

b. All equipment shall be stored in an enclosed building;

c. The garden site shall be designed and maintained to prevent any chemical pesticide, fertilizer or other garden waste from draining onto adjacent properties or public rights-of-way;

d. On-site trash, recyclable and compost containers shall be located and maintained as far as practicable from residential dwelling units located on adjoining lots;

e. One sign is allowed on lots on which a community garden use is located, which shall not exceed four square feet in area and shall include the name and phone number of the property owner or the garden manager;

f. The property shall be maintained free of tall weeds and debris;

g. Dead garden plants shall be regularly removed and, in any instance, no later than December 1 of each year; and

h. The perimeter of community gardens shall be fenced.

6. *Cottage Food Operation*.

a. The operator of the cottage food operation shall be the individual who conducts the cottage food operation from the operator's private residential dwelling unit and is the owner of the cottage food operation. If the operator is not the owner of the property on or in which the cottage food operation will be conducted, the property/dwelling owner's written authorization shall be provided.

b. The cottage food operation shall be clearly incidental to the use of the structure as a dwelling unit, and shall not create dust, noise or odors in excess of that normally associated with residential use.

c. The cottage food operation shall not generate pedestrian or vehicular traffic in excess of that normally associated with residential use.

d. The cottage food operation shall be conducted solely within a primary residence.

e. No sign(s) identifying the cottage food operation shall be permitted to be posted or displayed on the premises, nor on or within anything located on the premises.

f. Neither the dwelling nor the property shall be altered to appear other than a residence, either by color, materials, construction, lighting, sounds, vibrations or other characteristics.

g. A maximum of one full-time employee, exclusive of family/household members, may be employed by the cottage food home occupation business at the residence.

h. Direct sales from the home shall not be conducted from an attached garage, accessory residential structure, or any place outside of the residential dwelling.

7. *Drive-Through ATM Dispensers and Vending Kiosks*. Drive-Through ATM Dispensers and Vending Kiosks may be permitted subject to the following regulations:
    a. Placement shall be outside required landscape islands and stormwater management systems;
    b. Dispensers and service machines placed in parking lots shall have a finished exterior of brick, stucco, stone, stained wood, or similar materials to match or complement the principal use and shall not be shaped to resemble objects (animate and inanimate);
    c. A sloped roof with a peak or parapet roof shall be affixed to dispensers or kiosks placed in parking lots with shingle, tile, or other roof material to match the materials of the principal use;
    d. Advertising, other than signage with the logo and name of the item being dispensed or service provided, is prohibited;
    e. Parking for at least one space per each unmanned paid dispenser unit shall be provided; and
    f. Required parking for a commercial accessory use shall not occupy required parking for the principal use.
8. *Eating and Drinking Places*.
    a. *Outdoor Seating*. Eating and drinking establishments allowed by this Code may provide outdoor seating areas, including rooftop seating, for customers following plan review and issuance of a liquor license where applicable. Outdoor seating may be approved subject to the following criteria:
        1. The area of occupancy shall be contiguous or in near proximity to the restaurant in which food preparation, sanitation, and related services for the sidewalk café will be performed;
        2. An outdoor seating area shall not be enclosed by fixed walls, unless necessary to comply with requirements to serve alcohol, and shall be open to the air, except that it may have a canopy;
        3. Outdoor seating areas may not occupy required parking spaces or parking area access aisles unless permitted on a temporary basis by the Director;
        4. When outdoor seating is located on a lot abutting a residential use or district, noise emanating from any outdoor seating areas shall comply with Title 7, Health and Sanitation, Chapter 3, Noise Control, of the City Code;
        5. There shall be a minimum eight-foot width of unimpeded sidewalk for pedestrian flow from the face of the curb and the area of temporary occupancy;
        6. The sidewalk café shall be located a minimum of five feet from accessways and alleys, and 10 feet from intersections;
        7. All curbs, alleys, sidewalks, and public rights-of-way adjacent to such occupation shall be kept in a clean and orderly condition; and
        8. In approving outdoor seating, the Director or Commission may impose reasonable conditions relating to location, configuration, lighting, and other operational features of the use to ensure compatibility with surrounding uses, maintenance, sound, and compliance with other applicable city codes.
9. *Electric Vehicle (EV) Charging Station*.
    a. *Permit Required.* It shall be unlawful for any person to install, operate, or maintain an electric vehicle charging station in an NC, CM, DTA, DMS, DMU, BC or IP district without:
        1. A permit for such work, which shall be secured from the Chief Building Official by the electric vehicle charging station's owner or the owner's agent; and
        2. Submittal of a written statement from the electric utility provider that the installation will not negatively affect the electrical distribution system.
    b. *Compliance.* All electric vehicle charging stations erected, constructed, installed, altered, replaced, or to which additions are made shall comply with all of the provisions of all applicable health and safety standards and requirements of federal, state, and local law and the electrical utility provider.
    c. *Prohibited Uses.* If the owner of a plug-in electric motor vehicle charging station installs a sign that identifies the station, a person is prohibited from:

1. Parking in the space if the vehicle is not an electric vehicle; and
2. Using a dedicated charging station for parking if the electric vehicle is not charging.

10. *Home Occupation*. Home Occupations may be permitted subject to the following regulations:
    a. The home occupation shall not be more dangerous to life, personal safety, or property than any other activity ordinarily carried on with respect to a dwelling used solely for residential purposes;
    b. Mail-order, telephone, and internet sales, as well as distribution of sold merchandise, is permitted;
    c. The home occupation shall not create or cause any perceptible noise, odor, smoke, electrical interference, or vibrations that constitute a public or private nuisance to neighboring properties;
    d. Not more than two vehicles shall be parked at the location at any one time as the result of a home occupation;
    e. ~~There shall be no parking or storage of vehicle(s) with a weight greater than 7,000 pounds empty weight and/or commercial trucks to conduct the home occupation.~~ Only one commercial vehicle of ~~not over one ton rated capacity~~ not more than two axles that is associated with the home occupation may be parked on the subject lot;
    f. There shall be no outdoor display or storage of goods, materials, merchandise, equipment , or signage related to the home occupation that is visible from the exterior of the principal dwelling;
    g. No alteration shall be made to the principal dwelling that changes its residential character nor shall there be any outward appearance of a home occupation;
    h. Employees shall be residents of the ~~principal dwelling~~ lot; only one non-resident employee is allowed;
    i. The home occupation shall be operated only in a principal or accessory building;
    j. All of the home occupations combined shall not exceed 20 percent of the gross floor area of the principal dwelling and accessory structure combined;
    k. No more than two home occupations may operate indoors; and
    l. A home occupation shall not operate outdoors.
11. *Family Child Care Home*. Family Child Care Homes may be permitted subject to the following regulations:
    a. The principal use shall be a single-family detached or attached dwelling;
    b. Exterior yard space for child care use shall be enclosed by a fence at least 30" tall;
    c. The operator shall possess a current appropriate state license as set forth by the Colorado State Department of Human Services; and
    d. The family child care home shall not create parking or traffic congestion or otherwise unreasonably interfere with the peace and enjoyment of surrounding residences.
12. *Pigeon Keeping*. The keeping, breeding, maintenance, and flying of pigeons shall be permitted only in the ACR, LLR, MLR, AND SLR districts provided:
    a. The loft shall be of such sufficient size and design, and constructed of such material, that it can be maintained in a clean and sanitary condition;
    b. There shall be at least one square foot of floor space in any loft for each mature pigeon;
    c. The construction and location of the loft shall not conflict with the requirements of this Code or the Building Code;
    d. All feed for such pigeons shall be stored in such containers as to protect against intrusion by rodents and other vermin;
    e. The loft shall be maintained in a sanitary condition and in compliance with all applicable health regulations of the city and county;
    f. All pigeons shall be confined to the loft, except for limited periods necessary for exercise, training, and competition. At no time shall pigeons be allowed to perch or linger on the buildings or property of others;

g. All pigeons shall be fed within the confines of the loft;

h. No one shall release pigeons to fly for exercise, training, or competition except in compliance with the following rules:

1. The owner of the pigeons shall be a member in good standing of an organized pigeon club, such as the American Racing Pigeon Union, Inc., the International Federation of Racing Pigeon Fanciers, the National Pigeon Association, the American Tippler Society, the International Roller Association, the Rare Breeds Pigeon Club, or a local club which has rules that will help preserve the peace and tranquility of the neighborhood; and

2. Pigeons shall not be released for flying which have been fed within the previous four hours.~~; and~~

i. No owner may have more than 100 pigeons in a residentially zoned area.

13. *Primary Short-Term Rental*.

a. *Use*. A primary short-term rental shall ~~may~~ be ~~housed within either a conforming principal or an attached, detached, or contained accessory dwelling unit. permitted~~ licensed where allowed by Title 3, Business Regulations; Chapter 23, Short-Term Rentals, of the City Code.

b. *Inspection*. Each primary short-term rental shall be subject to inspection by the Director prior to the issuance of an annual business license, and upon all renewals.

c. *Building and Property Maintenance*. All primary short-term rentals shall be in compliance with the city's building and property maintenance codes.

d. *Prohibitions*. A primary short-term rental is not permitted on the same property as any of the following:

1. Any Overnight Accommodations use type; or

2. Any Group Living use type.

e. *Registration and Licensing*. The primary short-term rental host shall obtain a business and sales/use tax license from the city in compliance with Title 3, Business Regulations; Chapter 23, Short-Term Rentals, of the City Code.

14. Roomers and Boarders. As an accessory to residential occupancy of a dwelling, a maximum of not more than two roomers and/or boarders are permitted, subject to the following standards:

a. The use shall not have a separate outside entrance; rather, the entrance to the quarters occupied by a roomer/boarder shall be from within the principal structure; and

b. No separate kitchen facilities, including stoves, refrigerators or ovens, shall be allowed or maintained for the benefit of roomers/boarders.

15. *Household Pets*.

a. Household pets are permitted; provided, that not more than three pets are adult dogs, three pets are adult cats, or three rabbits or any combination of these species equals five or less.

b. The numbers of these species younger than six months are not restricted. This does not preclude the legitimate use or keeping of any laboratory animals for scientific research or veterinarian purposes. The sale or offer for sale of a dog or cat as an accessory use is prohibited. This shall not be interpreted to prohibit the keeping of livestock in districts where permitted.

(Ord. 18, Series of 2022; Ord. 01, Series of 2024)

Section 10-1-2.4 Measurements and Allowances

Table 10-1-2.4.1, *Measurements*, below, provides the methods of measurement for the developmental standards in this Code. Standards related to each type of measurement in this Section are established in the tables in Chapters 2 through 5 of this Code.

Table 10-1-2.4.1
Measurements

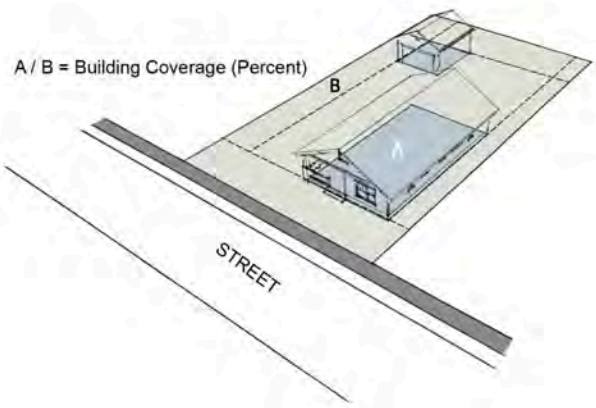
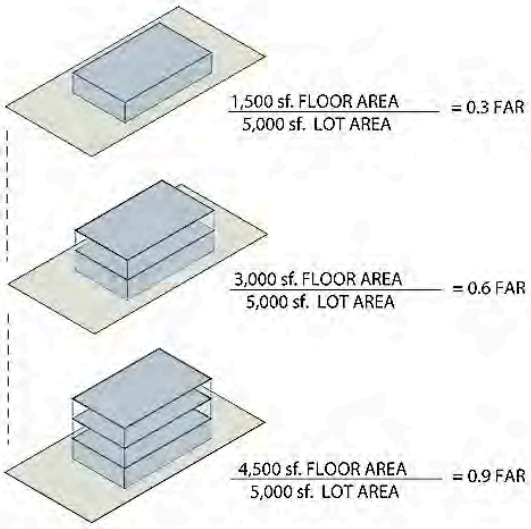
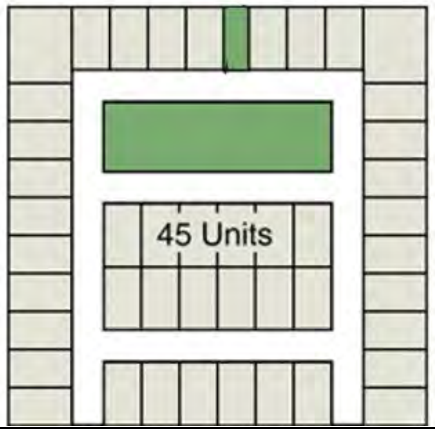
Measurement	Methodology	Illustration
Building Coverage	The area of a lot occupied by the footprint of the principal and all accessory buildings.	
Floor Area Ratio	The gross floor area of all buildings on a lot, divided by the lot area.	
Gross Density	The number of dwelling units divided by gross acres.	 10.0 acres / 45 units = 4.5 units/acre

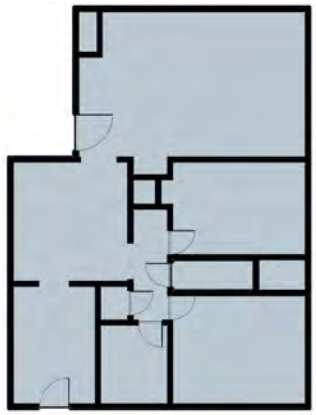
Table 10-1-2.4.1 Measurements		
Measurement	**Methodology**	**Illustration**
Gross Floor Area	The area within the inside perimeter of the exterior walls of the building under consideration, exclusive of vent shafts and courts, without deduction for corridors, stairways, closets, the thickness of interior walls, columns, or other features. The floor area of a building, or portion thereof, not provided with surrounding exterior walls shall be the usable area under the horizontal projection of the roof or floor above. The gross floor area shall not include shafts with no openings or interior courts.	

Table 10-1-2.4.1
Measurements

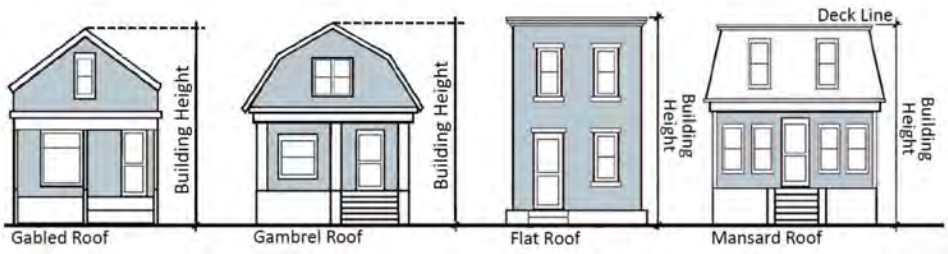
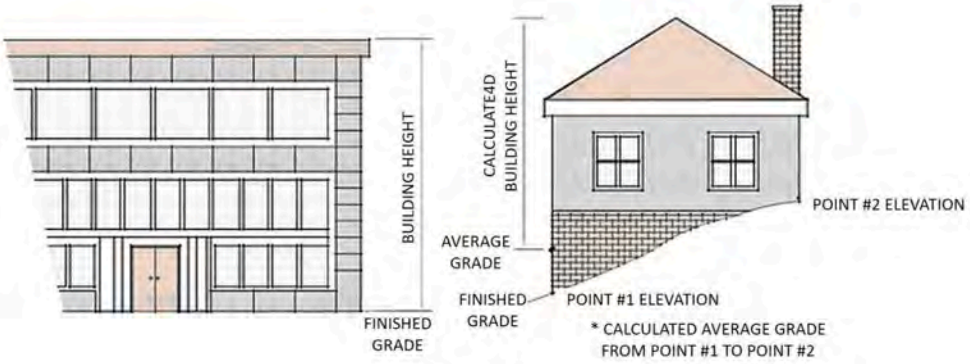
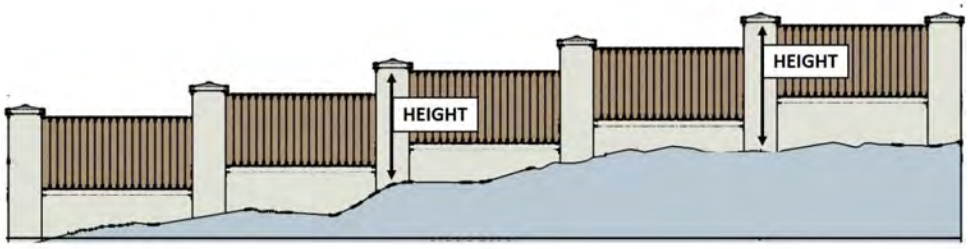
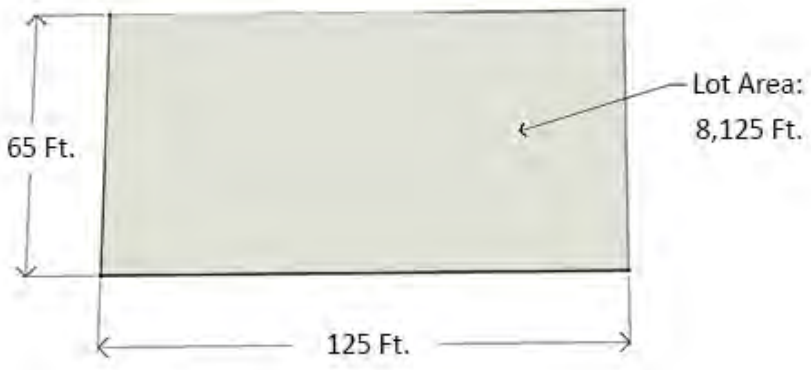
Measurement	Methodology	Illustration
Height	**Buildings:** The vertical distance from the grade level of that portion of a parcel covered by the building to ~~the highest point of the coping of a flat roof, the deck line of a mansard roof, or to the ridge of a gable, hip or gambrel roof~~ the average height of the highest roof surface. (graphic to be updated)	
	Buildings on Sloped Lots: The height shall be measured as the vertical distance from the average ground level to the topmost point of the roof. The average ground level shall be determined by adding the lowest and highest points at the building wall and dividing by two.	
	Walls or Fences: The vertical distance between the ground immediately adjacent to the fence and the highest point of the fence.	
Lot Area	The total horizontal area included within lot lines.	

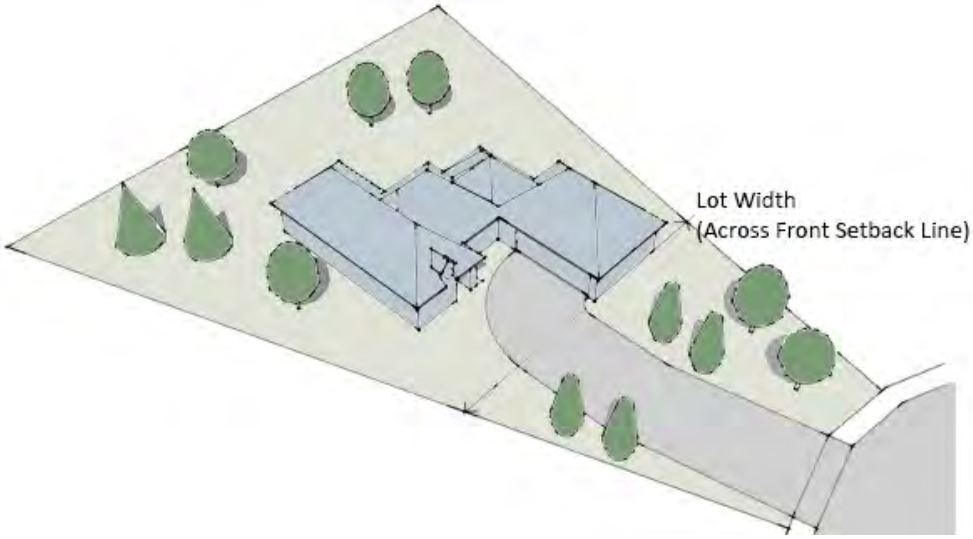
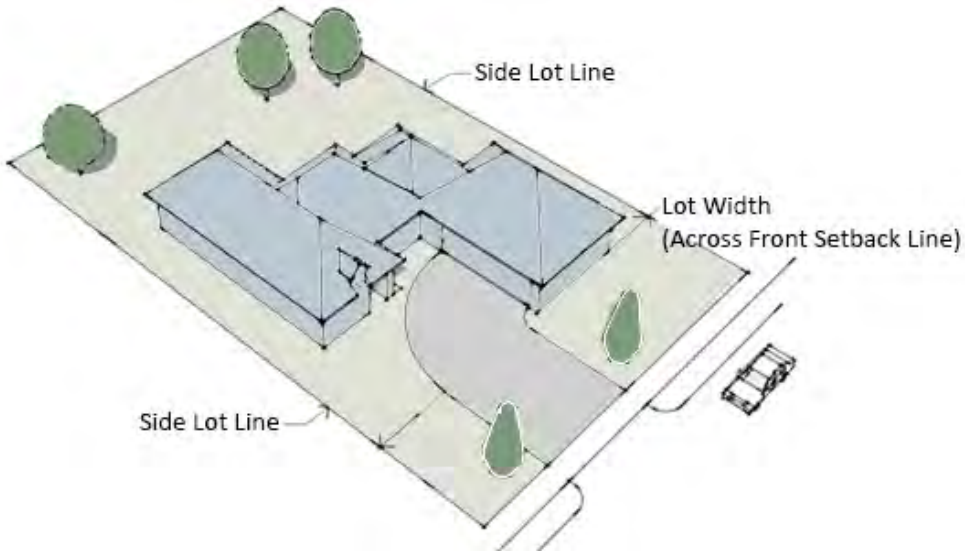
Table 10-1-2.4.1 Measurements		
Measurement	**Methodology**	**Illustration**
Lot Width	For an interior parcel, the horizontal distance between the side lot lines, measured at the required front setback line. For a cul-de-sac parcel, the horizontal distance between the side lot lines measured at the front setback line.	 

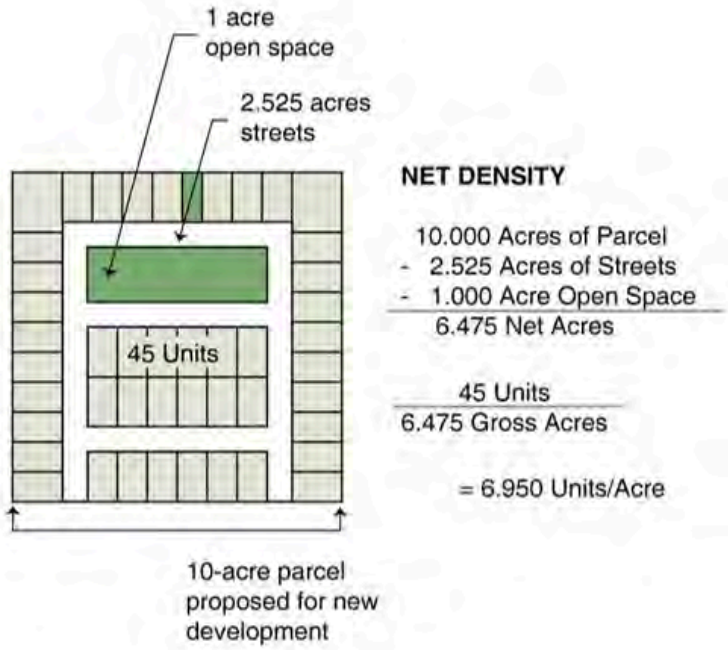
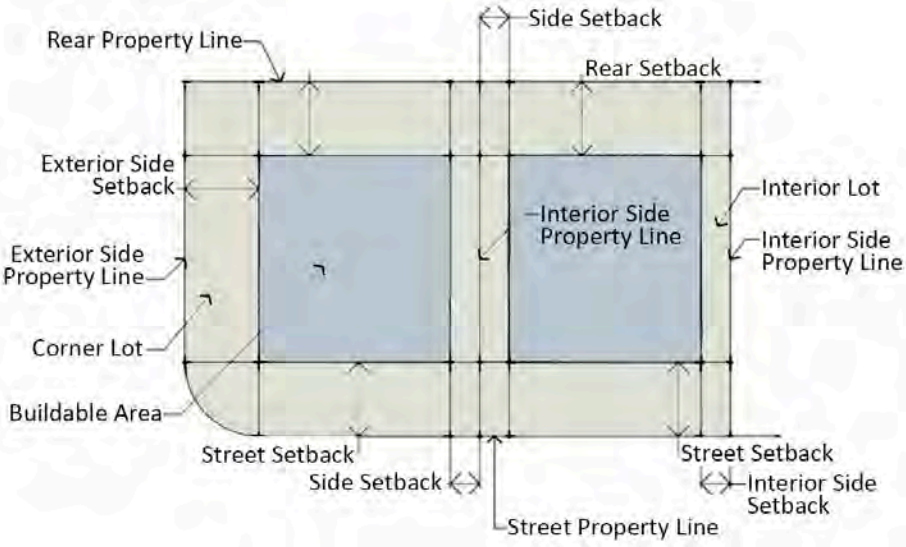
Table 10-1-2.4.1 Measurements		
Measurement	**Methodology**	**Illustration**
Net Density	The number of dwelling units divided by the net developable area. The net developable area excludes common open space and rights-of-way of publicly dedicated streets.	
Setback	The horizontal distance between the outer wall of a building and the lot lines. Other than allowable yard exceptions set out in Section 10-1-2.3, *Height and Yard Exceptions*, this space must be unoccupied and unobstructed by any portion of a building from the ground upward. As shown to the right, front and side setback lines extend the width of the lot whereas side setback lines extend only between the front and rear setback lines.	

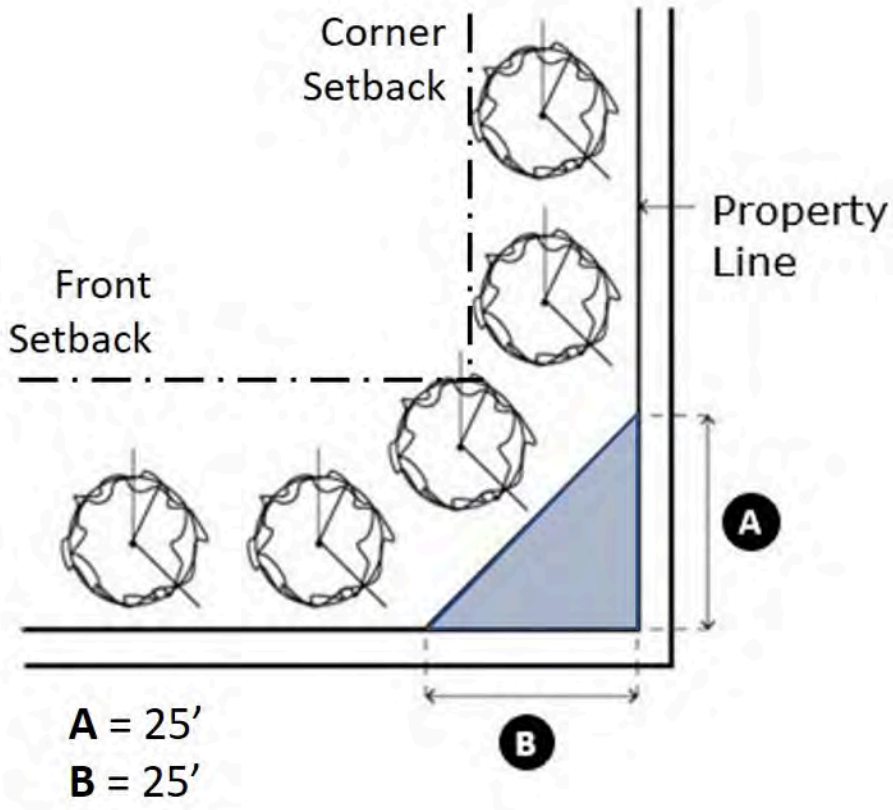
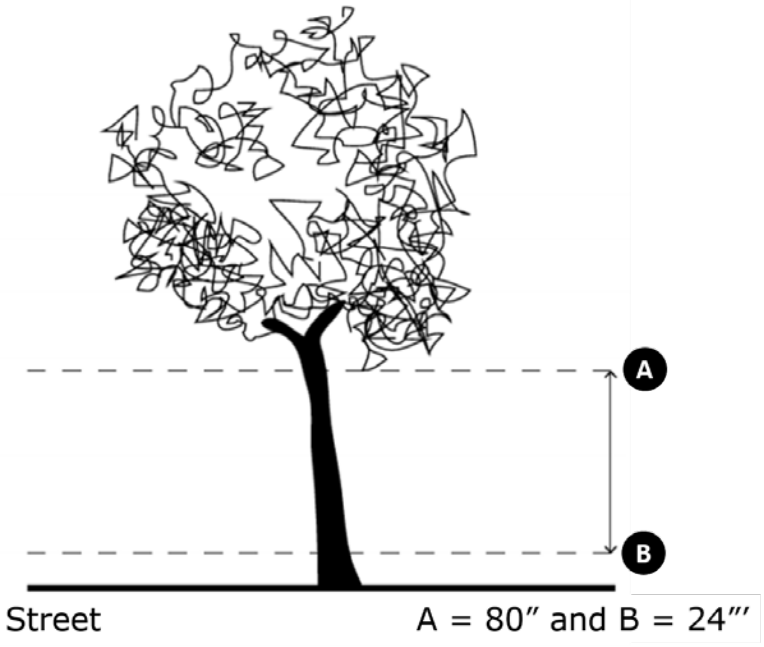
Table 10-1-2.4.1 Measurements		
Measurement	**Methodology**	**Illustration**
Sight Triangle	A triangular area that includes that portion of public right-of-way and any private property within a triangle formed by a diagonal line extending through points on the two lot lines 25 feet from the street corner intersection of the lot lines. The vertical dimensions of this triangle are two feet to six and one-half feet above finished grade.	 

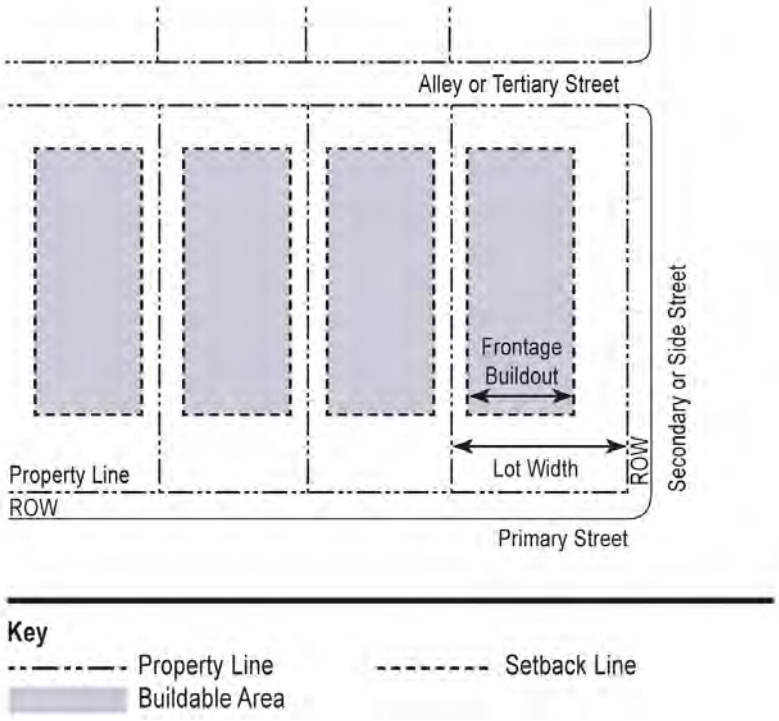
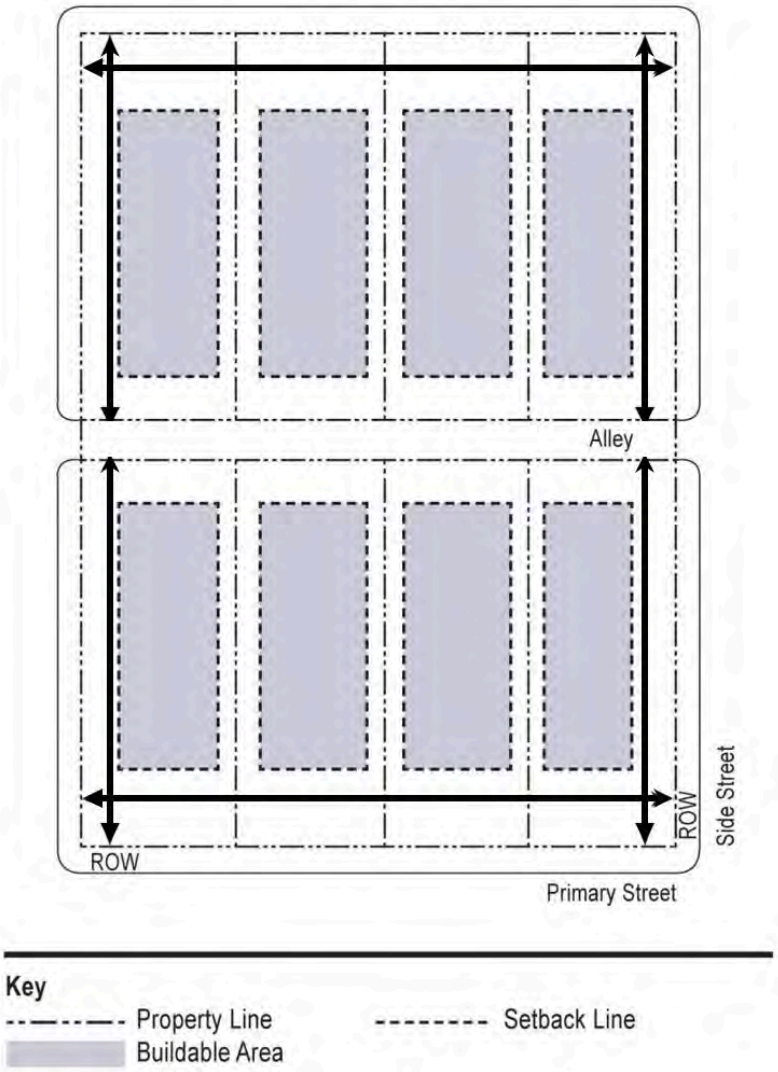
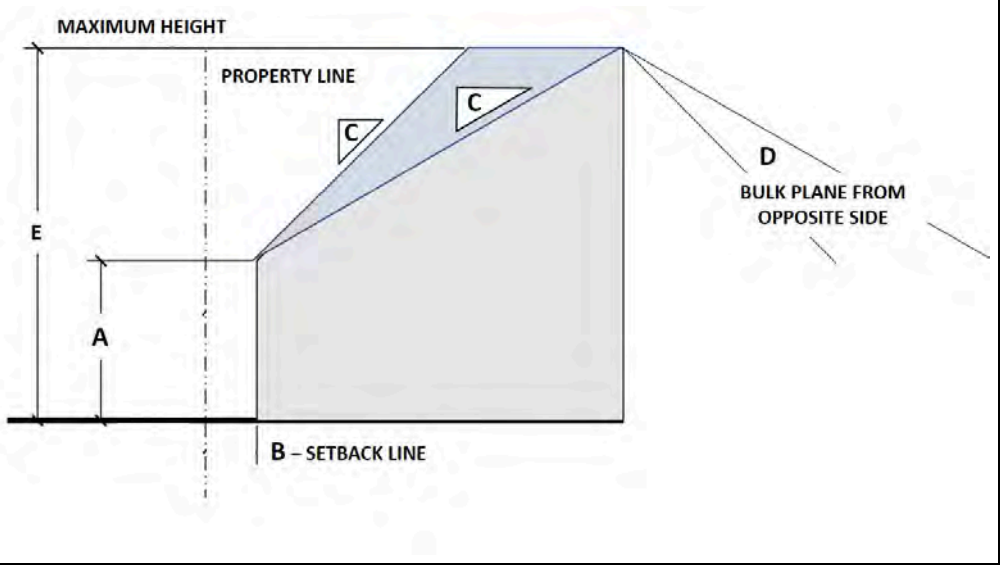
Table 10-1-2.4.1 Measurements		
Measurement	**Methodology**	**Illustration**
Frontage Buildout	The minimum percentage of the lot width which shall be occupied by the building façade within the Build-To-Zone. For example, a lot that is 100 feet wide with a Frontage Buildout of 60% would require that at least 60 feet of façade length be constructed in the Build-To-Zone. Any additional length of front façade would be allowed to step back further from the Build-To-Zone if desired. The intent of this requirement is to encourage development to maximize their front façade exposure along the street.	

Table 10-1-2.4.1 Measurements		
Measurement	**Methodology**	**Illustration**
Block Perimeter	The sum of the lengths of the lot lines bordering the public right of way, not including the alley.	
Bulk Plane	The bulk plane begins at a specified height ("A") and slopes upward from the setback line ("B") at a defined angle ("C") until it intersects the bulk plane from the opposite side of the lot ("D") or the permitted maximum building height. ("E") The bulk plane defines the volume within which a building may be constructed.	

(Ord. 18, Series of 2022)

Subsec. 10-1-3.7.A Parking and Loading

A. Applicability.

1. *Minimum Parking Spaces*. The construction of any structure and the use or occupancy of a structure or land requires the minimum parking requirements for automobiles as required by this Subsection.
2. *Maximum Parking Spaces in Downtown*. The maximum number of off-street surface parking spaces that may be provided in the DTA, DMU, and DMS districts shall be no more than 125 percent of the minimum parking requirements.
3. *Change of Use*. Any area once designated as required off-street parking shall not be changed to any other use until equal parking facilities are provided and the approved Site Plan or Master Development Plan is amended to illustrate the change.
4. *Adaptive Reuse*. Refer to ~~Table~~Section 10-9-5.8~~1-3.3~~, *Adaptive Reuse Plan ~~Incentives~~*.
5. *Transit Shed*. The number of required parking spaces is reduced within defined transit sheds.

B. Computations. This Subsection sets out the number of parking spaces required for each land use, which is based on one or more variables.

1. *Variables*. The variables for calculating required parking include:
   a. *Net Floor Area.* The number of parking spaces is calculated based on the net floor area devoted to the use.
   b. *Per Dwelling Unit (DU) or Bedroom (BR)*. The number of parking spaces is calculated based on the number of dwelling units in principal and accessory structures, as applicable, or on the number of bedrooms in a dwelling unit, as designated in Table 10-1-3.7.A.1, *Required Off-Street Parking*.
   c. *Per Bed*. The number of parking spaces is based on the number of beds in a facility, which applies to uses that offer residential care or overnight accommodations.
   d. *Per Employee*. The number of parking spaces is based on the number of full-time and part-time-equivalent employees on the largest work shift plus a number of parking spaces equal to 50% of the number of employees on said shift.
   e. *Per Seat / Per Seat Design Capacity*. The number of parking spaces is based on the number of seats provided to guests (patrons, members, etc.) or is based on the maximum seating capacity of the use as determined by applicable building and fire codes.
   f. *Per Person Design Capacity.* The number of parking spaces is based on the maximum number of occupants pursuant to the applicable fire code.
   g. *Others*. Other variables are measured according to their common meanings.
2. *Rounding*. When the calculation of required parking spaces results in a fractional parking space, the result is rounded up to the nearest whole number.

C. Required Parking.

1. *Generally*. All development shall provide sufficient parking as set out in this Subsection.
2. *Location.*
   a. *On- or Off-Site*. Required off-street parking shall be located on the same lot as the principal use, or on a lot contiguous or within a distance otherwise specified in this Subsection.
   b. *Relative to Frontage and Building Types*. The location of parking on a lot or within a multi-tenant or mixed-use center shall be in accordance with the frontage type, as specified in Section 10-3-3.2, *CMU Standards of Design*.
3. *Off-Street Parking Spaces Required*.
   a. *Requirements by Use*. The number of off-street parking spaces shall be provided as listed by use in Table 10-1-3.7.A.1, *Required Off-Street Parking*.
   b. *Unlisted Uses*. The parking requirements for unlisted uses shall be determined as set out in Section 10-1-2.1, *Unlisted and Functionally Similar Uses.*

c. *Transit Sheds*. The parking requirements for development adjacent or in near proximity to fixed public transit improvements are as follows:

1. *Bus Routes*. Any portion of a lot that is within 1,320 feet of an operating transit stop may reduce the required number of parking spaces by 15 percent, provided no other parking reductions are granted through other provisions of this Code.

2. *Littleton - Downtown Station*.

i. *DTA, DMS, and DMU Districts*. Lots within these districts are subject to the Downtown Parking Credits and Reductions in Subsection 10-1-3.7.B, *Parking and Access in the DT Districts;* and

ii. *CM District.* A lot, in whole or in part, that is within 1,320 feet of a light rail transit station may reduce the required number of parking spaces by 25 percent, provided no other parking reductions are granted through other provisions of this Code.

3. *Mineral Station*. Any portion of a lot that is within 1,320 feet of the lot lines of the light rail station may reduce the required number of parking spaces by 25 percent.

4. *Accessible Parking Spaces*.

a. *Required*. Parking spaces that are accessible to disabled persons ("accessible parking spaces") shall be provided as required by federal regulations and will be counted toward the total number of spaces required by this Subsection, after any applicable reductions pursuant to the shared parking outlined in paragraph D, below.

b. *Residential Uses.* For all covered residential uses, accessible parking requirements shall follow the standards set forth in the Fair Housing Amendments Act.

c. *Non-Residential and Mixed-Uses*. For all non-residential and mixed-uses, accessible parking requirements shall follow the Americans with Disabilities Act (ADA).

Table 10-1-3.7.A.1
Required Off-Street Parking

Category	Specific Use	Minimum	Maximum
Agriculture and Animal-Oriented Uses			
Agriculture-Oriented Uses	Community Garden	1 / 5 garden lots	1 / 3.5 garden plots
	Plant Nursery, Greenhouse, and Landscaping Business	1 / 250 SF	1 / 200 SF
	Agriculture-Oriented Uses (other than listed)	--	--
Animal-Oriented Uses	Kennel, Indoor	1 / 300 SF	1 / 225 SF
	Veterinary Clinic or Hospital (with overnight stays)	1 / 300 SF	1 / 225 SF
	Veterinary Clinic or Hospital (without overnight stays)	1 / 300 SF	1 / 225 SF

Table Notes:

1. Refer to Section ~~10-1-2.3~~10-1-1.7, *Accessory Dwelling Unit*, for additional restrictions. ~~Parking for an ADU is not required within one-quarter mile of a transit station.~~
2. New off-street parking shall not be required for construction or conversion of an ADU, except that the city shall require off-street parking if:
   a. An existing driveway, garage, tandem parking space, or other off-street parking for ADU parking is not available,
   b. ADU is in a zone district that requires one or more parking spaces for the primary dwelling unit, and
   c. ADU is located on a block that prohibits on-street parking.

Table 10-1-3.7.A.1
Required Off-Street Parking

Category	Specific Use	Minimum	Maximum
	Animal-Oriented Uses (other than listed)	--	--
Residential Uses			
Household Living	Cottage Court Community	0.75 / DU	~~1~~2 / DU
	Dwelling, Multi-Family (Apartment)	1 / studio BR 1.5 / single and two BR 2 / three BR	1.5 / studio BR 2 / single and two BR 2.5 / three BR
	~~Dwelling, Single-Family Attached /~~ Duplex ~~/ Twin Home~~	2 / DU	3 / DU
	~~Dwelling, Single-Family Duplex / Twin Home Conversion~~	~~2 / DU~~	~~3 / DU~~
	Dwelling, Single-Family Detached	2 / DU	N/A
	Live-Work	1.5 / DU	2 / DU
	Manufactured Home Park	1.5 / DU	2 / DU
	Mixed-Use Building	1 / studio BR 1.5 / single and two BR 2 / three BR	1.5 / studio BR 2 / single and two BR 2.5 / three BR
	Multiplex	1.5 / DU	2 / DU
	~~Slot Home~~	~~N/A~~	~~N/A~~
	Tiny Home Community	0.75 / DU	1.25 / DU
	Townhome	1.5 / studio BR 2 / single and two BR 2.5 / three BR	2 / studio BR 2.5 / single and two BR 3 / three BR
Group Living	Foster Family Care Home	Same as principal use	
	Group Home	1 / 2 beds + 1 / employee	1 / 2 beds + 1 / employee
	Independent Living Facility	0.75 / studio BR 1 / single and two BR 1.5 / three BR	1 / studio BR 1.5 / single and two BR 1.75 / three BR
	Nursing Home/Congregate Housing	1 / 8 beds	1 / 5 beds
Residential Accessory Uses	Accessory Dwelling Unit[1]	~~+1 / unit~~ None Required[2]	+1 / unit
	- Attached		
	- Detached		
	~~- Contained~~		
	Beekeeping	Same as principal use	
	Chickens	Same as principal use	
	Cottage Food Operation	Same as principal use	
	Family Child Care Home	+1 / unit	+2 / unit
	Home Occupation	Same as principal use	
	Pigeon Keeping	Same as principal use	

Table Notes:

1. Refer to Section ~~10-1-2.3~~10-1-1.7, *Accessory Dwelling Unit*, for additional restrictions. ~~Parking for an ADU is not required within one-quarter mile of a transit station.~~
2. New off-street parking shall not be required for construction or conversion of an ADU, except that the city shall require off-street parking if:
   a. An existing driveway, garage, tandem parking space, or other off-street parking for ADU parking is not available,
   b. ADU is in a zone district that requires one or more parking spaces for the primary dwelling unit, and
   c. ADU is located on a block that prohibits on-street parking.

Table 10-1-3.7.A.1
Required Off-Street Parking

Category	Specific Use	Minimum	Maximum
	Primary Short-Term Rental	1 / rental unit	2 / rental unit
Commercial and Office Uses			
Entertainment, Indoor	Adult Entertainment	1 / 300 SF	1 / 200 SF
	Bar, Brew Pub, or Tavern	1 / 250 SF	1 / 200 SF
	Brewery, Distillery, and Winery	1 / 300 SF tasting room + 1 / employee	1 / 50 SF tasting room + 1 / employee
	Convention Center	See Paragraph D.6, *Special Parking Study*, below	
	Gymnastic, Dance Studio, or Martial Arts Facility	1 / 300 SF	1 / 200 SF
	Health and Fitness Club	1 / 400 SF + 1 / employee	1 / 100 SF + 1 / employee
	Movie or Other Theater	1 / 250 SF	1 / 100 SF
	Indoor Entertainment (Other than listed)	1 / 250 SF	1 / 200 SF
Entertainment, Outdoor	Amphitheater	1 / 4 seats	1 / 2.5 seats
	Ballfield or Stadium	1 / 4 seats	1 / 2.5 seats
	Campground	1 / camping site	2 / camping site
	Farmers Market	1 / 500 SF of public area	1 / 250 SF of public area
	Outdoor Entertainment (other than listed)	Greater of 1 / 6 seats or 1 / 50 SF	Greater of 1 / 4 seats or 1 / 30 SF
Office	Bank or Credit Union (with or without drive-through)	1 / 300 SF	1 / 150 SF
	Office Uses (greater than 8,000 SF of GFA)	1 / 300 SF	1 / 175 SF
	Office Uses (less than 7,999 SF of GFA)	1 / 350 SF	1 / 300 SF
	Office Uses (Other than listed)	1 / 300 SF	1 / 250 SF
	Studio, Commercial	1 / 400 SF	1 / 350 SF
Overnight Accommodations	Hotel or Motel	0.8 per room + 1 / 800 SF of public meeting and restaurant area	1.5 per room + 1 / 650 SF of public meeting and restaurant area
	Overnight Accommodations (other than listed)	0.75 / room + 1 per 150 SF of meeting and restaurant area	1 / room + 1 per 100 SF of meeting and restaurant area

Table Notes:

1. Refer to Section ~~10-1-2.3~~10-1-1.7, *Accessory Dwelling Unit*, for additional restrictions. ~~Parking for an ADU is not required within one-quarter mile of a transit station.~~
2. New off-street parking shall not be required for construction or conversion of an ADU, except that the city shall require off-street parking if:
    a. An existing driveway, garage, tandem parking space, or other off-street parking for ADU parking is not available,
    b. ADU is in a zone district that requires one or more parking spaces for the primary dwelling unit, and
    c. ADU is located on a block that prohibits on-street parking.

Table 10-1-3.7.A.1
Required Off-Street Parking

Category	Specific Use	Minimum	Maximum
Retail Repair, Sales, and Personal Services	Drug Store (with or without drive-through)	1 / 250 SF	1 / 200 SF
	Dry Cleaning, Commercial Operations (without or without drive-through)	1 / 300 SF	1 / 250 SF
	Dry Cleaning Store or Laundromat	1 / 250 SF	1 / 150 SF
	Food Market	1 / 200 SF	1 / 150 SF
	Grocery Store	1 / 400 SF	1 / 100 SF
	Home Furnishings (Appliances and Electronics)	1 / 400 SF	1 / 250 SF
	Home Improvement Center (with garden center)	1 / 350 SF	1 / 200 SF
	Liquor Store	1 / 350 SF	1 / 200 SF
	Lumber Yard	1 / 1,750 SF	1 / 1,250 SF
	Repair-Oriented Uses (excluding vehicles)	1 / 300 SF	1 / 250 SF
	Shopping Center	1 / 250 SF	1 / 125 SF
	Retail Repair, Sales, and Service (other than listed)	1 / 300 SF	1 / 250 SF
Restaurant	Restaurant, Drive-in, or Drive-Through	1 / 250 SF	1 / 75 SF
	Coffee/Tea Shop	1 / 200 SF	1 / 75 SF
	Restaurant Uses, Sit Down	1 / 100 SF	1 / 50 SF
Vehicle Sales and Service	Car Wash	1 / employee	2 / employee
	Equipment and Machinery Sales and Rental	1 / 300 SF	1 / 250 SF
	Fuel Sales, Retail	1 / 300 SF Retail	1 / 200 SF retail
	Vehicle Accessories and Parts	1 / 400 SF	1 / 250 SF
	Vehicle Sales, Rental and Leasing	1 / 300 SF of showroom + 1 / employee	1 / 250 SF of showroom + 1 / employee
	Vehicle Service, Major	1 / 250 SF + 1 / employee	1 / 200 SF + 1 / employee
	Vehicle Services, Minor	1 / 200 SF + 1 / employee	1 / 200 SF + 1 / employee
	Vehicle Sales and Service Uses (other than listed)	1 / 400 SF	1 / 200 SF
Special Uses	Recycling Collection Facility	1.25 / employee	2.5 / employee
Commercial Accessory Uses	Cafeteria, Providing Service to On-Site Employees	Same as principal use	
	Drive-Through ATM Dispenser and Vending Kiosk	2 / dispenser/kiosk	3 / dispenser/kiosk
	Eating and Drinking Places (Outdoor Seating, Sidewalk Cafe and Sidewalk Display)	50 percent of the principal use	

Table Notes:

1. Refer to Section ~~10-1-2.3~~10-1-1.7, *Accessory Dwelling Unit*, for additional restrictions. ~~Parking for an ADU is not required within one-quarter mile of a transit station.~~
2. New off-street parking shall not be required for construction or conversion of an ADU, except that the city shall require off-street parking if:
    a. An existing driveway, garage, tandem parking space, or other off-street parking for ADU parking is not available,
    b. ADU is in a zone district that requires one or more parking spaces for the primary dwelling unit, and
    c. ADU is located on a block that prohibits on-street parking.

Table 10-1-3.7.A.1
Required Off-Street Parking

Category	Specific Use	Minimum	Maximum
	Electric Vehicle Charging Station	2 / station	
Public and Institutional Uses			
Civic and Institutional	Adult Day Care ~~and Child Respite Care Facility~~	1 / 500 SF + 3 for drop-off / pick-up	1 / 350 SF + 5 for drop-off / pick-up
	Cemetery and Crematory	See Paragraph D.6, *Special Parking Study*, below	See Paragraph D.6, *Special Parking Study*, below
	Child Care Center or Pre-School	1 / 500 SF + ~~35~~ for drop-off / pick-up	1 / 125 SF + 5 for drop-off / pick-up
	~~Day Care Center or Pre-School~~	~~1 / 500 SF + 2 for drop-off / pick-up~~	~~1 / 350 SF + 3 for drop-off / pick-up~~
	Funeral Home and Services	1 / 4 seats	1 / 2 seats
	Private Elementary/ Secondary School	1.25 / employee	1.85 / employee
	Private College / University	0.20 / enrollment	0.60 / enrollment
	Public Assembly	1 / 100 SF	1 / 60 SF
	Trade or Vocational School	1 / 2 students + 1 / employee	1 / 1.5 students + 1 / employee
	Transit System Facility	See Paragraph D.6, *Special Parking Study*, below	See Paragraph D.6, *Special Parking Study*, below
	Civic and Institutional (other than listed)	Greater of 1 / 4 seats or 1 / 75 SF	greater of 1 / 2 seats or 1 / 50 SF
Medical Facilities	Ambulatory Surgical Care Facility	1 / 150 SF	1 / 75 SF
	Ambulatory or Outpatient Services	1 / 250 SF	1 / 200 SF
	Drug, Alcohol or Psychiatric Treatment Center (outpatient)	1 / 250 SF	1 / 200 SF
	Hospital	1 / 400 SF	1 / 250 SF
	Medical Facilities (Other than listed)	1 / 250 SF	1 / 150 SF
Parking, Free Standing, Principal Use	Fleet Storage	--	--
	Parking Structure	--	--
	Parking Lot, Off-Site	--	--
~~Utilities~~	Utilities, Major	--	--

Table Notes:

1. Refer to Section ~~10-1-2.3~~10-1-1.7, *Accessory Dwelling Unit*, for additional restrictions. ~~Parking for an ADU is not required within one-quarter mile of a transit station.~~
2. New off-street parking shall not be required for construction or conversion of an ADU, except that the city shall require off-street parking if:
    a. An existing driveway, garage, tandem parking space, or other off-street parking for ADU parking is not available,
    b. ADU is in a zone district that requires one or more parking spaces for the primary dwelling unit, and
    c. ADU is located on a block that prohibits on-street parking.

Table 10-1-3.7.A.1
Required Off-Street Parking

Category	Specific Use	Minimum	Maximum
	Utilities, Minor	--	--
Industrial and Manufacturing Uses			
Flex Industrial	Assembly of Prefabricated Parts	Lesser of 1 / employee or 1 / 1,500 SF	Greater of 1 / employee or 1 / 1,500 SF
	Assembly or Fabrication for Sale On Premises	Lesser of 1 / employee or 1 / 1,000 SF	Greater of 1 / employee or 1 / 1,000 SF
	Data Center	1 / employee	2 / employee
	Distribution / Logistics	1 / 1,000 SF	1 / 750 SF
	Flex Industrial (other than listed)	1 / 800 SF	1 / 500 SF
	Micro-Manufacturing	1 / 300 SF	1 / 250 SF
	~~Outdoor Storage~~	~~1 / 500 SF~~	~~1 / 400 SF~~
	Parcel Service	1 / 500 SF	1 / 350 SF
	Printing and Publishing	1 / 1,000 SF	1 / 750 SF
	Research and Testing Laboratory	1 / 350 SF	1 / 250 SF
	Self-Service Storage	Lesser of 1 / 500 SF of office area or 1 / 25 storage units	Greater of 1 / 500 SF of office area or 1 / 25 storage units
	Wholesale Sales and Distribution	1 / 500 SF	1 / 400 SF
General Industrial	Assembly of Finished Goods	Lesser of 1 / employee or 1 / 1,500 SF	Greater of 1 / employee or 1 / 1,500 SF
	Fabrication	Lesser of 1 / employee or 1 / 1,500 SF	Greater of 1 / employee or 1 / 1,500 SF
	Indoor Storage	1 / 1,500 SF	1 / 1,000 SF
	Outdoor Storage, ~~Short- and Long-Term~~	1 / ~~1,5~~25,000 SF of land devoted to outside storage	1 / 15,000 SF of land devoted to outside storage
	Special Trade Contractor	1 / 1,500 SF	1 / 1,000 SF
	Warehousing	1 / 2,000 SF	1 / 500 SF

Table Notes:

1. Refer to Section ~~10-1-2.3~~10-1-1.7, *Accessory Dwelling Unit*, for additional restrictions. ~~Parking for an ADU is not required within one-quarter mile of a transit station.~~
2. New off-street parking shall not be required for construction or conversion of an ADU, except that the city shall require off-street parking if:
   a. An existing driveway, garage, tandem parking space, or other off-street parking for ADU parking is not available,
   b. ADU is in a zone district that requires one or more parking spaces for the primary dwelling unit, and
   c. ADU is located on a block that prohibits on-street parking.

5. *Reserved.*~~*Parking Credits and Reductions*. Refer to Subsection 10-1-3.7.B, *Parking and Access in the DT Districts*, for provisions applicable to the DTA, DMS, and DMU districts.~~

6. *Guest Parking*.

a. Within a single-family attached, multi-family, or mixed-use development, up to 15 percent of the minimum required on-site parking may be met by guest parking.

b. *Parking Plan.* The applicant shall provide an on- and off-site parking plan at the time of application.

7. *Valet Parking*. Valet parking may be permitted as a means of satisfying the parking requirements if all of the following standards are met:

a. *Attendant*. At least one attendant is provided to park vehicles during business hours of the use utilizing the valet parking;

b. *Equivalent Spaces Provided*. An equivalent number of valet spaces are available to replace the number of required on-site parking spaces unless the space used for valet parking is shared with another land use; and

c. *Striping Not Required*. Valet spaces do not require individual striping and may provide for mass parking of vehicles.

8. *Tandem Parking*. Tandem parking may be permitted as a means of satisfying the parking requirements if all of the following standards are met:
   a. *Single-Family Dwellings.* Tandem parking is permitted for single-family detached and attached dwellings;
   b. *Minimum Dimensions*. Two parking spaces in tandem must have a combined minimum dimension of nine feet wide by 36 feet in length (9' X 36');
   c. *Assignment of Spaces.* Both spaces in tandem shall be assigned to the same dwelling unit; and
   d. *Guest Parking*. Tandem parking is prohibited for the use of guest parking.
9. *Commercial Parking in Residential Districts*. A commercial vehicle of not over one ton rated capacity may be parked on a lot whose principal use is residential and where the commercial vehicle is used by the resident of the premises.

D. Shared Parking.

1. *Generally.* Off-street parking for separate uses may be provided collectively if the total number of shared parking spaces is adequate to serve all uses.
2. *Location*. All parking spaces that serve uses must be located in the same district and within 330 feet of the lots that use the parking spaces. Shared and valet parking spaces in a DMS, DTA or DMU district may be within 1,320 feet, measured along a sidewalk or walkway from the nearest pedestrian entrance of the development or building to the nearest parking space within the shared parking lot.
3. *Reduction*. Parking that is required for a use may be used to fulfill the required parking of another use if their peak use periods do not overlap, as provided in Table 10-1-3.7.A.2, *Shared Parking*, below. The required number of parking spaces may be reduced as follows:
   a. Determine the minimum required parking for each individual land use according to Table 10-1-3.7.A.1, *Required Off-Street Parking.*
   b. Multiply the sum of required parking spaces for each individual use by the corresponding percentages for each time period set out in columns (B) through (F) of Table 10-1-3.7.A-2, *Shared Parking,* below.
   c. Calculate the total number of spaces for each time period.
   d. Select the column with the greatest number of required spaces, which is the required number of shared spaces.

Table 10-1-3.7.A.2
Shared Parking

(A) Use Category	Weekday		Weekend		
	(B) Day (9 a.m. to 4 p.m.)	(C) Evening (6 p.m. to 12:00 a.m.)	(D) Day (9 a.m. to 4 p.m.)	(E) Evening (6 p.m. to 12:00 a.m.)	(F) Night (12:00 p.m. to 6 a.m.)
Office, Civic and Institutional	100%	10%	10%	5%	5%
General Retail	60%	90%	100%	70%	5%
Overnight Accommodations	75%	100%	75%	100%	75%
Restaurant	50%	100%	100%	100%	10%
Entertainment	40%	100%	50%	100%	10%
All Other Uses	100%	100%	100%	100%	10%

Table Notes: Refer to Table 10-1-1.3.1, *Land Use Matrix*, for the use categories.

4. *Calculation*. Displayed in Table 10-1-3.7.A.3, *Illustrative Shared Parking Credit Calculation*, is an example of how to calculate shared parking reductions.

Table 10-1-3.7.A.3
Illustrative Shared Parking Credit Calculation

EXAMPLE: A mixed-use building or site has 40,000 sf of general office space, 15,000 sf of home furnishings, a 5,500 sf sit-down restaurant, a 25,000 sf movie theater, and 300 hotel rooms with no public meeting space. Separately, these uses would require 566 parking spaces. In this example, the minimum number of parking spaces required is 442, a 22% reduction.

(A) Use Category	Weekday		Weekend		
	(B) Day (9 a.m. to 4 p.m.)	(C) Evening (6 p.m. to 12:00 a.m.)	(D) Day (9 a.m. to 4 p.m.)	(E) Evening (6 p.m. to 12:00 a.m.)	(F) Night (12:00 p.m. to 6 a.m.)
Office	133	13	13	7	7
General Retail	23	34	38	27	2
Hotel	180	240	180	240	180
Restaurant, Sit-Down	27	55	55	55	6
Movie Theater	40	100	50	100	10
Column Totals	403	**442**	336	429	205

5. *Shared Parking Plan.*

a. *Generally*.

1. The plan must bind the owner(s) and all parties having a legal interest in the applicable land and structures, as well as such owners' and other parties' heirs, successors, and assigns.

2. The shared parking plan shall control the issuance of permits and will restrict the use and operation of all land and buildings included within the shared parking plan.

3. The shared parking plan may be amended or withdrawn, either partially or completely, pursuant to the same procedure and subject to the same limitations and requirements by which the shared parking plan was approved. All land and buildings remaining under the plan shall comply with all the controls and restrictions of the plan and all land and buildings withdrawn from the plan shall comply with all applicable regulations of this Section.

b. *Single ownership*. A shared parking plan shall be filed as part of an application submission.

c. *Separate ownership*. A shared parking plan shall include:

1. A notarized statement identifying and signed by all property owners involved; indicating the use of each lot; the extent of the activities on each parcel and the demand for parking; and the times these parking demands will occur;

2. A shared parking agreement identifying the designated spaces that are subject to the agreement, including a statement indicating that the parties understand that these designated spaces cannot be counted to support any use other than that identified in the agreement. This agreement must also identify the current property uses, property owners, and the entity responsible for maintenance of the parking space area;

3. A contingency plan to provide sufficient parking if the shared parking agreement is violated by either party; and

4. An agreement providing for the shared use of parking, executed by the parties involved and filed with the Director or the Director's designee ~~on a form approved by the City Attorney~~. Such an agreement shall be filed of record with the County Clerk and Recorder, at the applicant's expense. Shared parking privileges will continue in effect only as long as the agreement, binding on all parties remains in force. If the agreement is no longer in force, then parking shall be provided as otherwise required by this Code.

6. *Special Parking Study*.

a. As an alternative to the shared parking provisions, an applicant may submit a special study to demonstrate that the parking required to serve multiple uses is less than the cumulative parking

requirements for each individual use. The special study shall be conducted by a professional engineer and shall:

1. Review peak parking demand duration as approved by the city;
2. Propose a required number of parking spaces based on the combined peak hour demand for parking; and
3. Provide data on the following:
   i. The sensitivity of the proposed uses to change;
   ii. Similar mixtures of uses in other areas of the community; and
   iii. Degree of variability of parking for individual uses (average, range, and standard deviation).

b. The city may require a set-aside area if warranted due to the risk of parking needs changing over time.

E. Loading.

1. *Loading Facility Required*.

a. *Required Spaces*. An applicant shall provide loading spaces according to the gross floor area requirements in Table 10-1-3.7.A.4, *Required Off-Street Loading Facilities*.

Table 10-1-3.7.A.4
Required Off-Street Loading Facilities

Gross Floor Area (sq. ft.)	Minimum Number of Spaces
0 - 10,000	0
10,001 - 75,000	1
75,001 - 150,000	2
150,001 - 300,000	3
Over 300,000	1 for each 100,000

b. *Common Spaces*.

1. Multiple uses or occupancies located in a single building or on one site may be served by common loading space if the Director determines that the loading space can adequately serve each use.
2. For a common loading space, the Director, in making a determination, shall combine the gross floor areas of the buildings and uses served by the loading space.

c. *Gross Floor Area*.

1. An off-street loading space requirement is based on the gross floor area, which does not include enclosed or covered areas used for off-street parking or loading.
2. Each two square feet of exterior site area used for a commercial or industrial use, such as outdoor display and storage, shall equal one square foot of gross floor area for the purpose of calculating the number of spaces.

2. *Dimensional Requirements*.

a. The minimum dimensional requirements for loading facilities are 10 feet wide by 25 feet deep.

b. A required loading facility shall maintain a 14 feet minimum vertical clearance.

3. *Screening*. Loading facilities that adjoin or are adjacent to an ACR, LLR, MLR or SLR district shall be enclosed as depicted in Figure 10-1-3.7.A.1, *Enclosed Loading*, or shall be fully screened from the view of these districts by a building or solid screen wall.

Figure 10-1-3.7.A.1
Enclosed Loading



Subsec. 10-1-3.7.B Parking and Access in the DT Districts DNR DTA DMS DMU

A. Purpose. The purpose of this Subsection is to ensure the following are achieved.

1. *Adequate Parking*. Adequate off-street vehicular and bicycle parking is provided for permitted uses in the Downtown (DT) districts to support various modes of transportation;
2. *Character*. The character and quality of life in residential neighborhoods experience limited on-street parking congestion;
3. *Impacts*. Indirect impacts on neighborhoods adjacent to the DMU, Downtown Mixed-Use, and DTA, Downtown Transition Area, districts are minimized;
4. *Loading*. Adequate loading areas are provided that do not interfere with the function of pedestrian activity and other vehicular use areas;
5. *Flexibility and Creativity*. Flexibility is promoted and creative redevelopment of small sites is encouraged;
6. *Efficiency and Environmental Benefits*. The number of parking spaces allowed or required for development is capped or allowed to be reduced in order to promote the efficient use of land and mitigate the heat island effect of expansive paved areas;
7. *Sustainability*. Parking areas are designed to facilitate pedestrian circulation, provide added vegetation, incorporate low-impact development design techniques, and use stormwater management systems as site amenities; and
8. *Comprehensive Plan*. The functionality of parking implements the goals and policies of the Comprehensive Plan, as amended from time to time.

B. Applicability.

1. *Thresholds*. The standards of this Subsection apply to all development, redevelopment, significant improvement, or adaptive reuse of properties that meet or exceed the thresholds established in Section 10-9-5.4, *Site Plan*, or Section 10-9-5.7, *Master Development Plan*.
2. *Parking Ratios*. Except as otherwise provided in this Subsection, parking requirements for all uses shall be provided in accordance with Subsection 10-1-3.7.A, *Parking and Loading*.

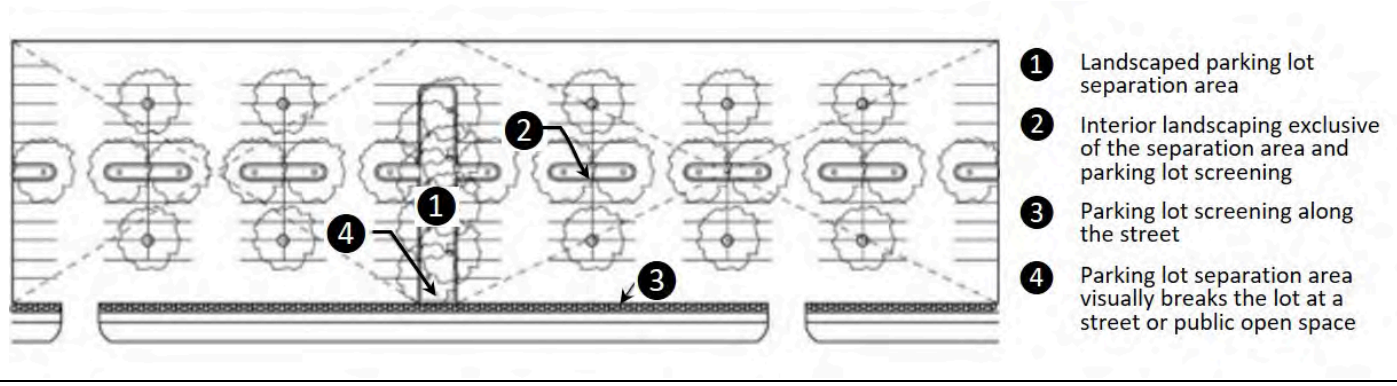
C. Parking Areas.

1. *Generally*. Landscaping in parking areas shall be designed to reduce the scale, visibility, and urban heat island effect of surface parking lots as set out in this Subsection.
2. *Small Parking Lots*. Parking lots with fewer than 15 spaces are exempt from these regulations. Parking lots with 16 to 49 parking spaces shall be designed with the following requirements:
   a. *Coverage*. At least five percent of the interior area of a parking lot shall be landscaped for which no less than 75 percent shall include living plant material.
   b. *Islands*. Landscaped parking lot islands measuring 9' x 18' shall be delineated by a physical barrier, such as but not limited to, a concrete curb. All islands shall be planted with one shade tree per 162 square feet and with native, drought-tolerant shrubbery and groundcover. As determined by the Director, where practicable, landscaped islands shall be constructed as a vegetated bio-swale or rain garden.
3. *Large Parking Lots.* Parking lots shall be shaped and/or landscaped to reduce their scale and overall impact by one of the following approaches, as depicted in Figure 10-1-3.7.B.1, *Large Parking Lot Landscaping Examples*:
   a. *Landscaping Increase*. Increase the interior parking lot landscaping requirement for parking lots containing 50 to 99 spaces to a minimum of 10 percent of the parking lot area (#2 in Figure 10-1-3.7.B.1), excluding areas used for parking lot screening (#3 in Figure 10-1-3.7.B.1).
   b. *Visual Segmenting*. For parking areas containing 100 or more parking spaces, provide landscaping across 10 percent of the interior area of a parking lot by:

1. Breaking the lot into visually separate lots with at least a 20-foot-wide landscaped zone between them (these lots can be interconnected) so long as they appear separate when viewed from the street (#1 and #4 in Figure 10-1-3.7.B.1); or
2. Creating divisions internal to the parking lot that visually divide it into segments through the provision of at least a 10-foot-wide landscape zone running the length of, at most, every third double-sided parking row (#1 in Figure 10-1-3.7.B.1).

c. *Shade Trees*. All landscaped areas that divide large parking lots shall include shade trees consisting of 75 percent evergreen and non-deciduous trees and 25 percent deciduous trees at a maximum spacing of 30 feet on center. Additional shade trees shall also be provided in any increased landscaping percentage requirement.

Figure 10-1-3.7.B.1
Large Parking Lot Landscaping Examples



4. *Parking Area Screening*.

a. *Surface Parking*. Where an allowed parking lot adjoins a street, screening shall occur by providing:

1. A minimum five-foot wide buffer with a solid row of hedges across 100 percent of the linear dimension parallel, or roughly parallel, to street rights-of-way;
2. A masonry wall that is a minimum of 30 inches and a maximum of four feet in height; or
3. A decorative fence and shrubbery across 50 percent of the linear dimension parallel, or roughly parallel, to street rights-of-way.

b. *Tuck-Under Parking*. Tuck-under parking shall be screened from view from adjacent properties and non-alley rights-of-way by buildings or a buffer that screens 100 percent of the parking from public view.

5. *Parking Structure Foundation Plantings*.

a. *Generally*. Parking structures shall have planting areas adjacent to the base of the building with a minimum width and radius as set out in Table 10-1-3.7.B.1, *Minimum Foundation Planting Width and Radius*. Where planting areas are required, they may be crossed with walkways of the minimum width required to provide access to the structure.

b. *Street-Facing and Interior Side*. One evergreen or non-deciduous shade tree or three non-deciduous ornamental trees shall be planted within the street facing and interior side foundation planting areas for every 20 linear feet, measured parallel to the building. Remaining portions of the planting area shall be planted with groundcover. A maximum of 50 percent of the remaining portions of the planting area may consist of decorative pavers or stamped, dyed concrete. Vegetated rain gardens and/or naturalized, low-maintenance gardens may be used in lieu of or together with the required groundcover.

6. *Tree Canopy Credit*. Required trees in parking area landscaping count toward the tree canopy coverage requirements set out in Section 10-2-4.1, *DT Landscaping*.

Table 10-1-3.7.B.B.1 Minimum Foundation Planting Width and Radius	
Structure Side	**Planting Width and Radius**
Street-Facing	6'
Interior Side	5'

D. Parking Minimums and Maximums.

1. *Parking Ratio Adjustment*. The minimum parking ratios in Table 10-1-3.7.A.1, *Required Off-Street Parking*, shall apply to the DT districts with the following modifications:
   a. *Multi-Family Dwellings* (not including single-family attached). For multi-family and mixed-use developments (for example, a stand-alone apartment building type or buildings), one space shall be required per unit.
   b. *Office*. For single-use developments (for example, a stand-alone office building type or building), one space shall be required per 300 square feet of gross leasable area.
   c. *Retail Sales, Service, and Repair*. One space shall be required per 500 square feet of gross floor area.
   d. *Restaurants*. One space shall be required per 150 square feet of gross floor area.
2. *Off-Street Surface Parking Maximums*. The maximum number of off-street surface parking spaces that may be provided in the DT districts shall be no more than 125 percent of the minimum parking requirements established in this Subsection and Table 10-1-3.7.A.1, *Required Off-Street Parking*. This maximum shall not apply to structured parking.

E. Downtown Parking Credits and Reductions. Upon approval of the City Manager or the City Manager's designee and with consideration based on current parking usage, an applicant may utilize one of the following parking credits and reductions of required parking in order to reduce the minimum required off-street surface parking spaces by up to 50 percent of required spaces. The credits and reductions shall not be cumulative.

1. *Electric Vehicle Charging Station*. Each off-street electric vehicle charging station with a rating of 240 volts or higher shall count as 1.5 off-street parking spaces toward satisfaction of the minimum required off-street parking requirements, for a maximum credit of 10 percent of required spaces.
2. *Proximity to RTD Station*. The minimum number of off-street surface parking spaces required may be reduced by 20 percent if the proposed development is located within 1,000 feet of a Regional Transportation District (RTD) light rail station, measured along a sidewalk or walkway from the pedestrian entrance of the development to the nearest parking space within the off-street parking area of the station. New development shall coordinate with the Denver Council of Regional Government's Metropolitan Planning Organization during the review and subsequent city building permit processes to implement transportation demand management strategies.
3. *RTD Pass*. With authorization of the City Manager, on a legal affidavit approved by the City Attorney, reauthorized on a bi-annual basis, required off-street surface parking spaces may be reduced by 30 percent when, according to Table 10-1-1.3, *Land Use Matrix*, a commercial or office business, apartment, or a mixed-use building (upper floor residential units) with 50 or more employees or dwelling units provides RTD passes for all part- and full-time employees and/or residences.
4. *Ride Sharing*.
   a. *Designated Space*. Each drop-off/pick-up space, measuring 10 feet wide by 22' deep, up to a maximum of three, allocated and marked for ride sharing services shall count as 1.5 off-street parking spaces toward satisfaction of the minimum required off-street parking requirements. Ride sharing spaces shall be posted as "Reserved for Ride Sharing." Such spaces shall be located in a pick-up and drop-off area abutting the building and shall not be counted toward any required stacking spaces related to drive-in or drive-through operations.

b. *Rideshare Program*. Required off-street surface parking spaces may be reduced by 30 percent when a development initiates and maintains the Denver Regional Council of Government's "Way To Go" ridesharing program for its residents and/or employees.

c. *Study*. The Director may require an applicant to provide a traffic impact study to determine peak period demands and stacking requirements if the type of use or its operation appears to warrant more or less stacking area.

d. *Use*. No vehicle shall park or stand in a drop-off/pick-up zone other than while actually engaged in the loading or unloading of passengers or materials. In no event shall any vehicle be parked or stand in a drop-off/pick-up zone for more than 15 minutes.

5. *On-Street Parking*.

a. *Applicability*. In the DMS and DTA districts, on-street parking may count toward satisfaction of the minimum required off-street parking on any property that is directly adjacent to and abutting a street where on-street parking is permitted, with written approval of the Director.

b. *Location and Availability*. On-street spaces shall be located on a public street and directly adjacent to and abutting the subject property. Only those spaces adjacent to and on the same side of the street as the subject property may be counted, as authorized.

c. *Prohibited Parking*. Bus stops, clear zones adjacent to curb cuts, and other areas where parking is prohibited shall not be included in the calculation of available on-street parking spaces.

d. *Dimensions*. An on-street parking space shall be a minimum of eight feet in width and 22 feet in length and shall be fully adjacent to the subject property. For example, a lot with 60 linear feet of street frontage could receive credit for a maximum of two on-street parking spaces.

6. *Shuttle to RTD Station*. With authorization of the Director, on a legal affidavit approved by the City Attorney, reauthorized on a bi-annual basis, public and institutional uses and those in the Office use category that provide regularly scheduled shuttle transit to an RTD station may receive up to a five percent reduction in the number of required off-street parking spaces, as follows:

a. *Peak-Hour Service*. A five percent reduction is allowed for shuttle service taking place at the use's peak hour(s) of traffic to an RTD station.

b. *Documentation*. As warrant for authorization, documentation approved by the City Attorney shall be provided that demonstrates the commitment of the business or institutional establishment to provide regularly scheduled shuttle transit to an RTD station.

7. *Tuck-Under Parking*. Each two on-site tuck-under parking spaces shall count as three off-street parking spaces toward satisfying the minimum required off-street parking. Refer to Section 10-2-4.1, *DT Landscaping*, for screening standards related to tuck-under parking.

8. *Bicycle Parking*. An approved bicycle parking facility may be substituted for off-street vehicle parking on a ratio of one bicycle parking space per 20 vehicle parking spaces; provided, that such substitution shall not replace more than 10 percent of the total vehicle parking required by Subsection 10-1-3.7.A, *Parking and Loading*.

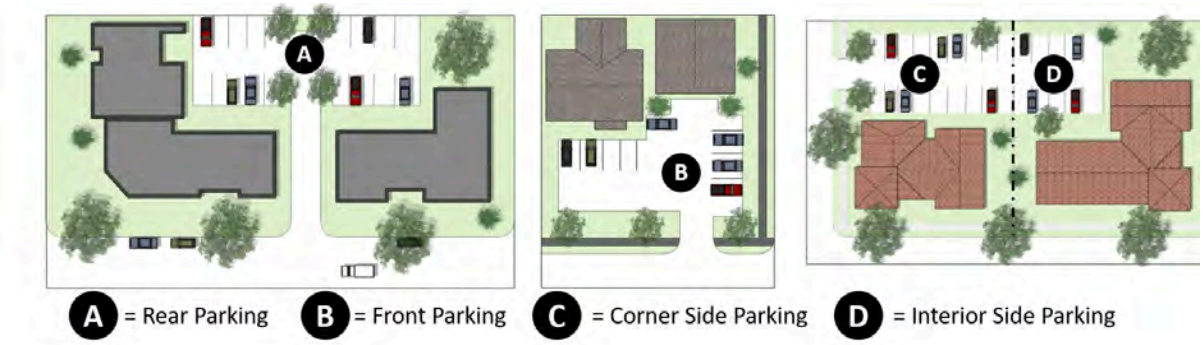
F. Vehicle Access and Parking Design Standards.

1. *Surface Parking Location*.

a. *Generally*. Off-street surface parking shall be located on the subject property in relation to the principal building in accordance with Figure 10-1-3.7.B.1, *Vehicle Surface Parking Location*.

b. *Tuck-Under Parking*. Tuck-under parking with required screening set out in Section 10-2-4.1, *DT Landscaping*, is exempt from these surface parking location requirements.

Figure 10-1-3.7.B.1
Vehicle Surface Parking Location[1]



Parking Locations	Districts			
	DNR	DTA	DMS	DMU
Rear Parking	P	P	P	P
Front Parking	--	--	--	--
Corner Side Parking	P	P	--	P
Interior Side Parking[3]	P[2]	P[2]	P[2]	P[2]

Table Notes:

P = Parking Location Permitted
"--" = Parking Location Prohibited

1. Illustrations are conceptual only and are intended to show parking area locations in relation to buildings. They are not intended to show amount of parking required for any particular land use or any other required features or characteristics.
2. A buffer in accordance with this Subsection shall be required between the interior side parking area and a single- or two-family residential use. Otherwise, the buffer type required in Section 10-2-4.2, *DT Bufferyards*, applies.
3. Interior side parking that does not have access from a public right-of-way may require the owner to obtain a cross access easement together with the adjacent property in accordance with this Subsection.

2. *Vehicular Access to Off-Street Parking*.

a. *Generally*.

1. Except as modified by this paragraph, vehicular access shall be reviewed for:

i. Sight distance;

ii. Proximity to intersection;

iii. Traffic control condition (signs, signals, etc.); and

iv. Proximity to existing accessways.

2. In all DT districts, if a dedicated 12-foot wide alley is adjacent to the property, then new vehicular access points shall take access from the alley. If the alley is unimproved, then the applicant shall improve the alley to the satisfaction of the City Engineer.

3. If an adequate alley for vehicular passage is not available, then new vehicular access points shall access a secondary street. If neither an alley nor a secondary street is available, then new vehicular access points may access a primary street.

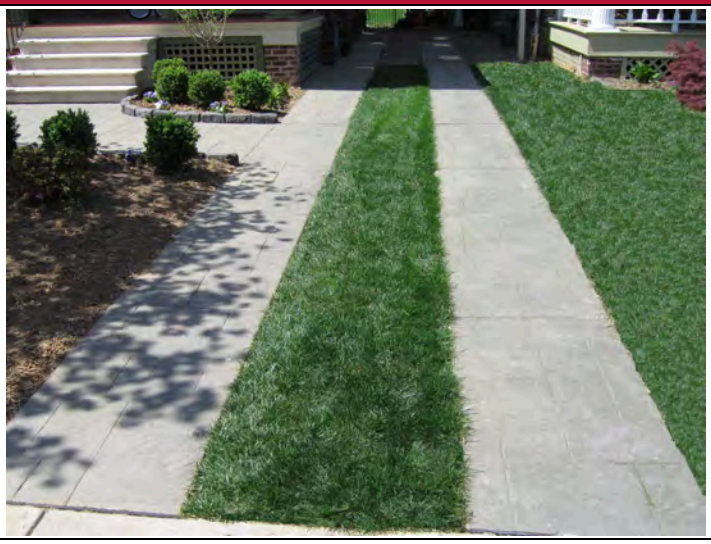
b. *Access*. Direct vehicular access to a Mixed-Use/Downtown Main Street corridor by a private access is prohibited unless no viable alternative is available. Access to abutting property will be confined to local streets. Corner lots abutting an intersection of a Mixed-Use/Downtown Main Street corridor and local street shall take access from the local street, provided the access meets the requirements of this Code.

c. *Number*. There may be only one connection permitted per lot on a Mixed-Use/Downtown Main Street corridor, which may not be greater than 24 feet in width for every 100 feet of street frontage.

d. *Maximum Width*. Residential accessways shall be a maximum of 12 feet wide. Residential accessways that access an alley and accessways for non-residential and mixed-use shall be a maximum of 24 feet wide.

e. *Double-Track Accessways*. Double-track/wheel strip accessways are permitted in the DNR district in association with a single-family detached or ~~single-family attached~~/duplex dwelling, provided each wheel strip is a minimum of 18 inches, and a maximum of 36 inches in width and the area between the wheel strips is planted with living groundcover. However, within the public right-of-way, the accessway shall be fully paved along its total width, from the property line to the curb line.

Figure 10-1-3.7.B.2
Wheel Strip Driveway Example



3. *Parking Structures*. Refer to Section 10-2-3.2, *DT Standards of Design*, for parking structure design standards.

4. *Parking Lot Lighting*.

a. *City Code*. All lighting shall comply with Title 10, Chapter 15, *Lighting Requirements*, of the City Code.

b. *Pedestrian and Temporary Lighting*. On-site pedestrian bollard lights and lights mounted on buildings or poles not taller than 15 feet above grade shall be provided. The required minimum illumination for walkways and other pedestrian areas is 0.25-foot candles, or as determined by Illumination Engineering Society (IES) Standards. The required minimum illumination for walkways and other pedestrian areas shall be designed in accordance with IES Standards. Holiday and other styles of temporary rope lighting shall not be used to highlight features of a principal building. All temporary lighting is required to meet Title 10, Chapter 15, *Lighting Requirements*, of the City Code.

c. *Pole Lights*. Free-standing, on-site pedestrian pole lights and parking lot lights that are within 20 feet of a residential use or district shall be a maximum of 15 feet tall. Other free-standing light poles shall be a maximum of 18 feet tall.

5. *Paving Materials for Surface Parking and Accessways*.

a. *Generally*. All off-street surface parking areas and accessways shall be paved with one or a combination of concrete, asphalt, porous asphalt, concrete pavers, paving blocks, permeable or porous pavers, brick, or similar materials approved by the City Engineer. Permeable pavement shall be limited to pedestrian areas, areas with low vehicular traffic volumes, smaller axle loads, and low speeds such as parking stalls, smaller parking lots, overflow parking areas of larger parking lots, and other areas with little or no traffic.

b. *Differentiation*. Special paving patterns and materials shall be utilized to delineate building entries and provide interest and variation.

c. *District-Specific Standard*. In the DNR and DTA districts, an extension of the sidewalk paving shall be provided on private property to allow enough space to plant street trees adjacent to the curb, as determined by the Director.

6. *Shared and Cross Access*. Shared and cross access, as depicted in Figure 10-1-3.7.B.3, *Shared and Cross Access*, shall be provided for multiple-family, non-residential, and mixed-use developments according to the following:

a. *Shared Access*.

1. Access that is shared by abutting properties, whether under single or separate ownership, shall be preserved using a shared access easement that is acceptable to the City Attorney and recorded in the office of the appropriate Clerk and Recorder's Office, at the applicant's expense. The obligation to provide and maintain shared access shall run with the land.

2. If there is an existing shared access for which there is no recorded legal documentation, the shared access shall continue, and legal documentation shall be executed and recorded.

b. *Cross Access*.

1. Cross access between off-street surface parking areas shall be provided, where feasible, based on lot shape, size, and configuration. The Director may deem improved alleys (either already improved or improved by the applicant) as an acceptable way to provide cross access or, if an improved or improvable alley is not available, may require a cross access easement at the rear of the property, or may require the subject property to connect to an existing adjoining cross access easement.

2. Where connections to abutting parcels are possible with a cross access easement but do not exist at the time of development, the parcel proposed for development shall stub-out drive aisles and sidewalks to allow for two-way vehicular and pedestrian connections on the abutting parcel.

3. The applicant shall record a cross access easement in a form acceptable to the City Attorney to allow for future connection of the stub-out(s) to the adjoining property.

Figure 10-1-3.7.B.3
Shared and Cross Access

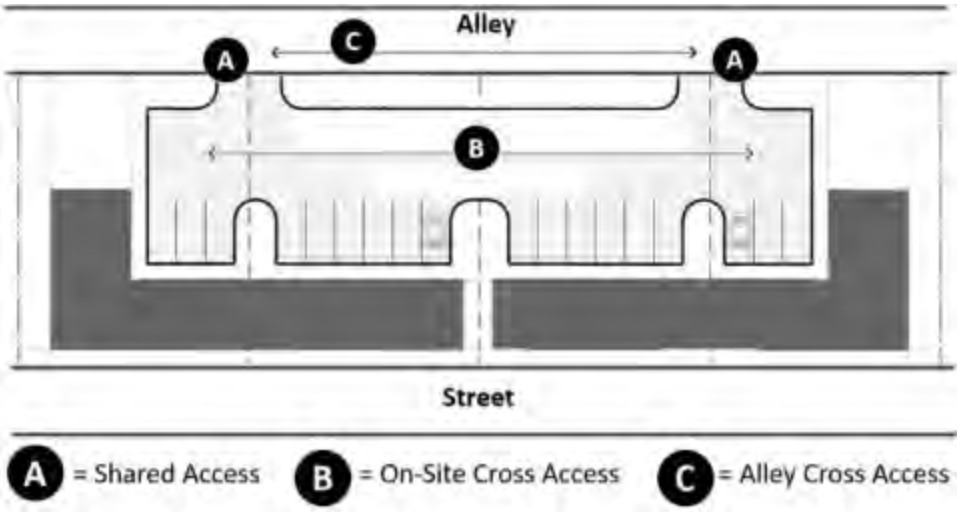


Figure Note: This graphic depicts both on-site cross access and alley cross access. A minimum of one type of access is required according to Subsection (f), Shared and Cross Access, above.

G. Pedestrian Circulation.

1. *Connectivity*.

a. Connection to the Street. The on-site pedestrian circulation system must connect all adjacent public rights-of-way to the main building entrance. The connection must follow a direct route and not involve significant out-of-direction travel for system users.

b. *Connection to Abutting Properties*. The on-site pedestrian circulation system must provide at least one connection to existing paths and sidewalks on abutting properties or to the likely location of future paths or sidewalks on those properties. When the Director determines that no paths or sidewalks exist on a neighboring property or it is not possible to determine the likely location of future path or sidewalk connections or extending a connection would create a safety hazard on either property, no such connection is required.

c. *Internal Connections*. The on-site pedestrian circulation system must connect all buildings on the site and provide connections to other areas of the site likely to be used by pedestrians and non-motorized travel, such as parking areas, bicycle parking, recreational areas, common outdoor areas, plazas, and similar amenity features.

2. *Design*. Required on-site pedestrian circulation facilities must be designed and constructed in accordance with the following requirements:

a. The on-site pedestrian circulation system must be paved and be at least five feet in width.

b. When the on-site pedestrian circulation system crosses accessways, parking areas, or loading areas, it must be clearly differentiated through the use of elevation changes, a different paving material, or other equally effective methods. Striping does not meet this requirement.

c. When the on-site pedestrian circulation system is parallel and adjacent to a vehicle travel lane, it must be a raised path at least six inches above the vehicle travel lane surface or be separated from the vehicle travel lane by a raised curb, bollards, landscaping, or another physical barrier. If a raised path is used, the ends of the raised portions must be equipped with accessible curb ramps.

d. The on-site pedestrian circulation system must be illuminated to ensure that it can be used safely at night by employees, residents, and customers. Lighting shall be placed at a height to have an average illumination level of one foot-candle.

3. *Plan*. A pedestrian circulation plan that includes walkways, crosswalks, and traffic control devices that create safe and convenient pedestrian paths from all parking areas and other internal pedestrian walkways shall be provided on a Site Plan or Master Development Plan. The pedestrian circulation plan shall accomplish the following:

a. Minimize points of conflict between pedestrians and moving vehicles;

b. Channelize pedestrian flows to crossing areas, and provide well-defined paths across major drive aisles with measures such as alternative paving materials, pavement colorized (not painted) in contrasting or complementary hues and signage; and

c. Connect internal pedestrian walkways to existing and future external walkways.

Subsec. 10-1-3.8.B Bicycle Parking

A. Applicability.

1. *Outside of the DTA, DMU, and DNR Districts*. Bicycle parking is required for new development, redevelopment, or substantial improvement of land for which there are at least 50 vehicle parking spaces required.
2. *DTA, DMU, and DNR Districts*. Short-term bicycle parking shall be required for properties that have surface or structured parking with 15 or more parking spaces. Long-term bicycle parking shall be provided for all mixed-use buildings that have 50 or more dwelling units, at a rate of one long-term bicycle parking space per each 10 dwelling units.
3. *DMS District.* Bicycle parking shall be provided if there are fewer than six spaces present on the same block.

B. Exemptions. Uses that are exempt from the provisions of this Subsection include:

1. *Low Density Uses*. Agricultural and single-family detached and ~~attached~~duplex dwellings as set out in Section 10-1-1.3, *Land Use Matrix*; and
2. *Small Land Uses*. Buildings with less than 5,000 square feet of gross floor area.
3. *DMS, Downtown Main Street District.* Properties in the DMS district are exempt from the standards of this Subsection where a minimum of six short-term bicycle parking spaces are present on the same block.

C. Number of Spaces.

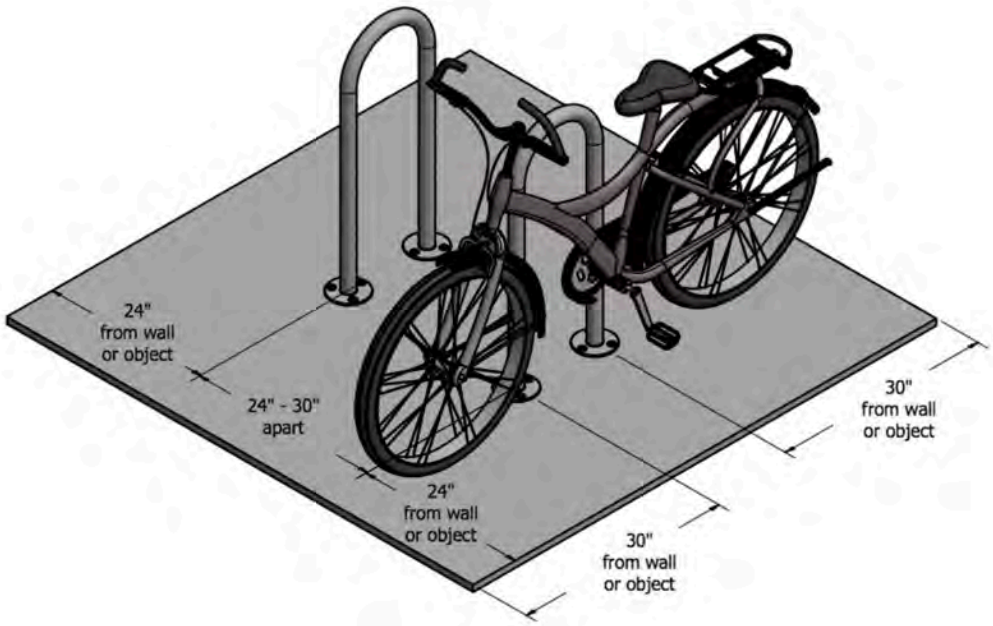
1. *Mixed-Use or Non-Residential Development Outside of DMS, DTA, DMU and DNR Districts.* Development shall provide one short-term bicycle parking space per each 20 vehicle parking spaces.
2. *DTA, DMU and DNR Districts*. Development shall provide one short-term bicycle parking space per each 15 vehicle parking spaces, plus one long-term bicycle parking space per each 10 dwelling units.
3. *DMS District.* If there are fewer than six short-term bicycle parking spaces present on the same block, the applicant shall provide a sufficient number of short-term bicycle parking spaces so that a minimum of six spaces are available.
4. *Multi-Family Development.* One long-term bicycle parking space shall be provided per each 25 dwelling units in association with an apartment complex or the residential element of a mixed-use development.
5. *Rounding*. If the final calculated number of bicycle parking spaces includes a fractional space, then the number of required bicycle spaces is rounded up to the nearest whole number.

D. Design Standards.

1. *Anchored*. Bicycle parking shall be designed so that racks are securely anchored to a hard surface to prevent easy removal.
2. *Location*. Short-term bicycle parking is ideally covered from weather and at least 50 percent of the required spaces shall be located within 40 feet of the main entrance to a building. Secured indoor spaces shall provide room and accessibility for bicycles to satisfy long-term parking requirements.
3. *Multi-Tenant Sites and Centers*. Sites that have more than one principal building shall provide racks within 50 feet of the main entrance of each building.
4. *Area*. A bicycle parking space shall be a minimum of six feet long and two feet wide.
5. *Clearance*. An aisle of at least five feet is required for bicycle maneuvering.
6. *Dimensions*. Bicycle racks shall be designed in accordance with the dimensions reflected in Figure 10-1-3.8.B.1, *Bicycle Rack Dimensions*.
7. *Accessibility*. Bicycle parking facilities shall not interfere with accessible paths of travel or parking as required by the Americans with Disabilities Act (ADA).
8. *Signage*. When not clearly visible, signage of one square foot in size is required to safely direct cyclists to bicycle parking areas.

9. *Guidelines.* All bicycle parking spaces shall be constructed in accordance with the latest version of the Association of Pedestrian and Bicycle Professionals Bicycle Parking Guidelines. (see https://www.apbp.org/Publications)

Figure 10-1-3.8.B.1
Bicycle Rack Dimensions



Subsec. 10-1-3.9.A Purpose and Applicability

A. Purpose. The purpose of this Section is to ensure that development is served by a coordinated multi-modal transportation system that permits the safe and efficient movement of motor vehicles, public transit, bicyclists, and pedestrians within and between developments, and local destinations such as places of assembly, employment, schools, parks, and shopping areas.

B. Applicability.

1. *Generally*. The standards and requirements of this Section apply to all ~~single-family attached dwellings with three or more units~~ townhomes, multi-family, non-residential, and mixed-use development.
2. *Exemptions*. Single-family detached dwellings and duplexes ~~or twin homes~~ are exempt from the requirements of this Section.
3. *Review for Compliance*. Review for compliance with the standards of this Subsection shall occur during earliest review of an application for approval of a Site Plan or Master Development Plan, Conditional Use Permit, Preliminary Plat, or Building Permit.

Section 10-2-3.2 DT Standards of Design DNR DTA DMS DMU DESIGN - D SITE DEVELOPMENT - SD

A. Purpose. The purpose of this Section is to provide design and dimensional standards for building types permitted in the DMS, DTA, DMU, and DNR districts. This Section provides general standards, common design features, and a description, illustrations, and detailed standards for each building type. Where impractical, these provisions may be subject to waiver requests at the sole discretion of the Director.

B. Applicability. The standards of this Section apply to:

1. *New*. New principal buildings;
2. *Minor Expansions or Alterations*. An expanded or altered portion of any existing principal building; and
3. *Major Expansions or Alterations*. The entire existing principal building when an expansion or alteration exceeds 50 percent of the building's existing square footage prior to the expansion or alteration.

C. Permitted Building Types by District. Building types may be constructed only within districts where the building type is permitted as set forth in Table 10-2-3.2.1, *Permitted Building Types by District*, below.

D. Most Similar Building Type. If the applicant proposes to expand or alter an existing structure, standards of the most similar building type, as determined by the Director, shall apply. The Director's determination shall be based on the following aspects of the existing structure:

1. *Dimensional*. The dimensional aspects of the structure;
2. *Units*. The number of legally established residential and/or non-residential units within the structure (where applicable); and
3. *Placement*. The placement of the structure on the lot;

E. Maximum Height. ~~Maximum height standards in the tables below are expressed as the maximum overall height in feet for a structure.~~ The maximum height includes both full and half stories. No structure shall exceed the maximum height in feet.

F. Build-to-Zones. Build-to-zones are expressed as minimum and maximum setbacks for the sides of a structure parallel or roughly parallel to a street. The first and second numbers in each build-to-zone measurement are the minimum and maximum distances, respectively, that the structure may be placed from the street.

G. Primary Entrances.

1. *Position*. In residential building types containing more than one unit, at least two of the residential entrances shall be directly accessible to the street and on the forwardmost portion of the primary façade (excluding porches, bay windows, and similar architectural projections) or within six feet of the forwardmost portion of the primary street-facing façade. The remainder of residential entrances may be accessible to the street from a courtyard or passageway.
2. *Spacing*. Primary entrance spacing is expressed as the maximum distance between primary entrances as measured along a building façade that faces a public street or public open space.

H. District Specific Standards.

1. *Main Street (DMS)*. Where a front setback area is between a building frontage and street right-of-way, such area shall be designed to extend the pedestrian amenities of the street by increasing walkway width to accommodate areas for outdoor café/restaurant seating, allow window shopping, and to provide for the temporary display of retailer goods.
2. *Downtown Transition Area (DTA)*. Where a front setback area is between a building frontage and street right-of-way in the portion of Alamo Avenue east of South Nevada Street, such area shall be designed to extend the pedestrian amenities of the street, such as increased walkway widths, areas for outdoor café/restaurant seating, and increased sidewalk widths to allow window shopping and space for the temporary display of retailer goods

I. Building Type Table. Table 10-2-3.2.1, *Permitted Building Types by District*, shows the individual districts where each building type is permitted or prohibited. The symbols used in the table are defined as follows:

1. "P" - Building type permitted; and

2. "--" - Building type prohibited.

Table 10-2-3.2.1 Permitted Building Types by District				
Building Type	**Downtown Zoning Districts**			
	Downtown Neighborhood Residential (DNR)	**Downtown Transition Area (DTA)**	**Downtown Main Street (DMS)**	**Downtown Mixed-Use (DMU)**
Residential				
Apartment	--	P	--	P
Mixed-Use Building (upper floor residential units)	--	P	P	P
~~Dwelling, Single-Family Attached /~~ Duplex	P	P	--	P
Dwelling, Single-Family Detached	P	P	--	P
Multiplex (3-~~6~~4 residential units)	P	P	--	P
Townho~~use~~me	P	P	--	P
Non-residential / Mixed-Use				
Live-Work	--	P	--	P
Mixed-Use	--	P	P	P
Commercial	--	P	P	P
Office-Institutional	--	P	P	P
Parking Structure	--	P	P	P

K. ~~Dwelling, Single-Family Attached /~~ Duplex Building Type.

1. *Generally*. This Subsection provides design standards for the ~~Single-Family Attached /~~ Duplex building type. The illustration of a ~~Single-Family Attached /~~ Duplex building type identifies common design features. Next is a description of the building type followed by tables providing the design standards.
2. *Description*. This building type is a small-scale, freestanding structure. It is one to two and one-half stories in height. The primary entrance is defined by a porch, stoop, or recessed entry. An attached garage with a pitched roof may be present on the front elevation in some contexts but is subordinate to the principal building. Figure 10-2-3.2.3, ~~*Single-Family Attached /*~~ *Duplex Building Type,* illustrates this building type.

Figure 10-2-3.2.3
~~Single-Family Attached /~~ Duplex Building Type



A — Primary entrance is oriented to the street and may be defined by a porch.

B — Parking is subordinate to the primary building.

C — Walkway leads to the primary entrance from the public way.

THE SAMPLE IMAGES BELOW ARE SHOWN ONLY FOR ILLUSTRATIVE PURPOSES AND ARE NOT MEANT TO PRESCRIBE THAT THESE FORMS MUST BE USED.













3. *Building Type Dimensional Standards*. Figure 10-2-3.2.4, ~~*Single-Family Attached /*~~ *Duplex Building Type,* and Table 10-2-3.2.3, ~~*Single-Family Attached /*~~ *Duplex Building Type Standards*, establish the dimensional standards and how they apply to the ~~Single-Family Attached Dwelling /~~ Duplex building type.

Figure 10-2-3.2.4
~~Single-Family Attached /~~ Duplex Building Type
(see Table 10-2-3.2.3, below)



Building Placement and Building Coverage



Building Height and Upper Story Stepbacks



Building Activation



Building Form and Orientation

Table 10-2-3.2.3
~~Single-Family Attached /~~ Duplex Building Type Standards
(see Figure 10-2-3.2.4, above)

Symbol	Standard	DNR	DTA	DMS	DMU
Building Placement and Building Coverage					
A	Build-to Zone (BTZ) (min. / max. ft.)	20' / 30'	20' / 30'	N/A	0' / 10'
B	Primary / Secondary Street Frontage (min. % of façade in BTZ)	85% / 60%	85% / 60%	N/A	85% / 60%
C	Corner Lot Side Setback (min. ft.)	10'	10'	N/A	10'
D	Interior Side Setback (min. ft.)	5'	5'	N/A	5
E	Rear Setback (min. ft. / min. ft. with alley)[1]	20' / 20'	15' / 20'	N/A	10' / 20'
F	Building Coverage (max. %)	60%	60%	N/A	60%
G	Public or Private Open Space and Tree Canopy Coverage (min. %)	30%	30%	N/A	25%
1. Garages with direct alley access shall be set back five feet or more from the alley to achieve safe auto turning template radii.					
Building Height and Upper Story Stepbacks					
A	Maximum number of stories within BTZ	1	1	N/A	N/A
B	Maximum Height (number of stories/feet)	2.5 / 30'	2.5 / 30'	N/A	2.5 / 30'
C	Maximum 4th-floor plate area (percentage of 3rd-floor area)	N/A	N/A	N/A	N/A
D	Maximum number of stories within 10 ft. of a sensitive edge	N/A	N/A	N/A	N/A
E	Ground Floor - Floor-to-Floor Height (max. ft.)	10'	10'	N/A	10'
Building Activation					
Street Facing Wall Lengths					
A	Overall (max. ft.)	N/A	N/A	N/A	N/A
B	Blank Wall (max. ft.)	30'	30'	N/A	30'
Street Facing Wall Articulation					
C	Maximum façade length before articulation	25'	25'	N/A	25'
D	Minimum number of articulation techniques required (refer to Table 10-1-3.1.A for technique options)	1	1	N/A	1
Mass Variation					
E	Minimum number of varied massing techniques required (refer to Table 10-1-3.1.B for technique options)	N/A	N/A	N/A	N/A
Transparency					
F	Façade glazed: % ground floor wall area (min.)	N/A	N/A	N/A	N/A
G	Façade glazed: % upper floor(s) wall area (min.)	N/A	N/A	N/A	N/A
Building Form and Orientation					
Roof Form					
A	Minimum sloping roof form (hip or gable) percentage of topmost floor	50%	50%	N/A	50%
	Roof Slope	5:12 or steeper 3:12 or steeper for porches, add-ons, etc.	5:12 or steeper 3:12 or steeper for porches, add-ons, etc.	N/A	5:12 or steeper 3:12 or steeper for porches, add-ons, etc.

Table 10-2-3.2.3 ~~Single-Family Attached /~~ Duplex Building Type Standards (see Figure 10-2-3.2.4, above)					
Symbol	**Standard**	**DNR**	**DTA**	**DMS**	**DMU**
Building Entry					
B	Primary entrance orientation	At least one entrance ~~D~~directly facing the street	At least one entrance ~~D~~directly facing the street	N/A	At least one entrance ~~D~~directly facing the street
C	Primary entrance spacing (max.)	N/A	N/A	N/A	N/A

4. *Additional ~~Single-Family Attached /~~ Duplex Building Type Standards*.

a. *Front Height Limit*. A one-story porch or one-story wing in front is required.

b. *Roof Form*. The percentage of sloped roof requirement is measured as a percentage of the building footprint in plan view. For roof slope (pitch) requirements, see the roof form provisions in Table 10-2-3.2.3, above.

c. *Front Porch Width.* Where a front porch is incorporated, it shall be a minimum of 40% of the width of the façade.

L. Multiplex Building Type.

1. *Generally*. This Subsection provides design standards for the Multiplex building type. The illustration of this building type identifies common design features. Next is a description of the building type followed by tables providing the design standards.
2. *Description*. This building type contains ~~up to~~ three or four residential units. This type reflects traditional residential structures in form but is somewhat larger in scale. It is freestanding, and one to two and one half stories in height in different contexts. Details include principal entrances in one or more locations. Each is defined by a porch, stoop, or recessed entry. ~~A Multiplex building generally includes a pitched roof. Figure 10-2-3.2.5, *Multiplex Building Type*, illustrates the multiplex building type.~~

Figure 10-2-3.2.5
Multiplex Building Type



A — Primary entrance is oriented to the street and may be defined by a porch.

B — Pitched roof relates to traditional single-family buildings.

C — Walkway leads to the primary entrance from the public way.

THE SAMPLE IMAGES BELOW ARE SHOWN ONLY FOR ILLUSTRATIVE PURPOSES AND ARE NOT MEANT TO PRESCRIBE THAT THESE FORMS MUST BE USED.







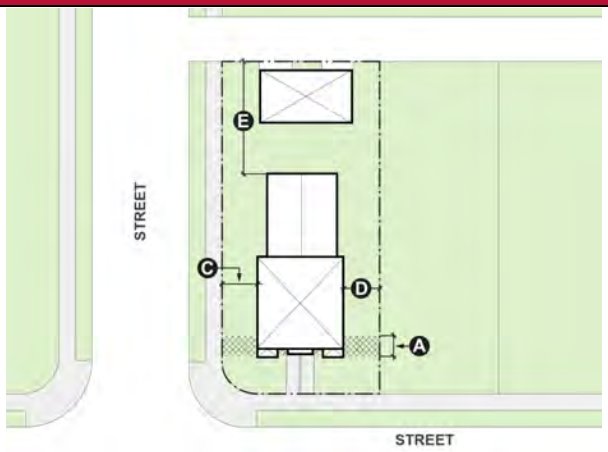






3. *Building Type Dimensional Standards.* Figure 10-2-3.2.6, *Multiplex Building Type*, and Table 10-2-3.2.4, *Multiplex Building Type Standards*, establish the dimensional standards and how they apply to the Multiplex building type.

Figure 10-2-3.2.6
Multiplex Building Type
(see Table 10-2-3.2.4, below)



Building Placement and Building Coverage



Building Height and Upper Story Stepbacks



Building Activation



Building Form and Orientation

Table 10-2-3.2.4
Multiplex Building Type Standards
(see Figure 10-2-3.2.6, above)

Symbol	Standard	DNR	DTA	DMS	DMU
Building Placement and Building Coverage					
A	Build-to Zone (BTZ) (min. / max. ft.)	20’ / 30’	20’ / 30’	N/A	0’ / 10’

Table 10-2-3.2.4
Multiplex Building Type Standards
(see Figure 10-2-3.2.6, above)

Symbol	Standard	DNR	DTA	DMS	DMU
B	Primary / Secondary Street Frontage (min. % of façade in BTZ)	85% / 60%	85% / 60%	N/A	85% / 60%
C	Corner Lot Side Setback (min. ft.)	10’	10’	N/A	10’
D	Interior Side Setback (min. ft.)	5’	5’	N/A	5’
E	Rear Setback (min. ft. / min. ft. with alley)[1]	20' / 20’	15' / 20’	N/A	10' / 20’
F	Building Coverage (max. %)	70%	70%	N/A	70%
G	Public Amenity / Outdoor Space and Tree Canopy Coverage (min. %)	25%	25%	N/A	25%
1. Garages with direct alley access shall be set back five feet or more from the alley to achieve safe auto turning template radii.					
Building Height and Upper Story Stepbacks					
A	Maximum number of stories within BTZ	1	2	N/A	2
B	Maximum Height (number of stories/feet)	2.5 / 30’	2.5 / 30'	N/A	2.5 / 30'
C	Maximum 4th-floor plate area (percentage of 3rd-floor area)	N/A	N/A	N/A	N/A
D	Maximum number of stories within 20 ft. of a sensitive edge	N/A	2	N/A	2
E	Ground Floor - Floor-to-Floor Height (max. ft.)	10'	10'	N/A	10'
Building Activation					
Street Facing Wall Lengths					
A	Overall (max. ft.)	N/A	N/A	N/A	N/A
B	Blank Wall (max. ft.)	15’	15’	N/A	15’
Street Facing Wall Articulation					
C	Maximum wall length before articulation	25’	25’	N/A	25’
D	Minimum number of articulation techniques required (refer to Table 10-1-3.1.A for technique options)	2	1	N/A	2
Mass Variation					
E	Minimum number of varied massing techniques (refer to Table 10-1-3.1.B for technique options)	2	1	N/A	2
Transparency					
F	Façade glazed: % ground floor wall area (min.)	30%	30%	N/A	30%
G	Façade glazed: % upper floor(s) wall area (min.)	20%	20%	N/A	20%
Building Form and Orientation					
Roof Form					
A	Minimum sloping roof form (hip or gable) as percentage of building in plan view if not an art-deco or contemporary architectural style	50%	50%	N/A	25%
	Roof Slope	5:12 or steeper 3:12 or steeper for porches, add-ons, etc.	5:12 or steeper 3:12 or steeper for porches, add-ons, etc.	N/A	5:12 or steeper 3:12 or steeper for porches, add-ons, etc.
Building Entry					

Table 10-2-3.2.4 Multiplex Building Type Standards (see Figure 10-2-3.2.6, above)					
Symbol	**Standard**	**DNR**	**DTA**	**DMS**	**DMU**
B	Primary entrance orientation requirement	At least one entrance ~~D~~directly facing the street	At least one entrance ~~D~~directly facing the street	N/A	At least one entrance ~~D~~directly facing the street
C	Primary entrance spacing (max.)	N/A	N/A	N/A	N/A

4. *Additional Multiplex Building Type Standards*.

a. *Roof Form*. The percentage of sloped roof requirement is measured as a percentage of the building footprint in plan view. For roof slope (pitch) requirements, see the roof form provisions in Table 10-2-3.2.4 above.

b. *Front Porch Width.* Where a front porch is incorporated, it shall be a minimum of 40% of the width of the façade.

(There are no ordinances associated with this section.)

M. Townho~~use~~me Building Type.

1. *Generally*. This Subsection provides design standards for the Townho~~us~~mee building type. The illustration of a Townho~~use~~me building type identifies common design features. Next is a description of the building type followed by tables providing the design standards.
2. *Description.* This building type accommodates three to eight single-family units which are attached to one another and are oriented to the street. They are to be compatible in mass and scale with nearby residential structures of a lower scale. A Townho~~use~~me is one to three stories in height. The façade is designed to express each individual unit. Each unit has a principal entrance on the ground floor defined by a porch, stoop, or recessed entry. End units have window openings on three sides, while interior units have window openings only in the front and back. Parking is located in the rear. Figure 10-2-3.2.7, *Townho~~use~~me Building Type*, illustrates this building type.

Figure 10-2-3.2.7
Townho~~use~~me Building Type



A — Walkway leads to the primary entrance from the public way

B — Articulation techniques provide variety in scale and add visual interest

C — A primary entrance may be defined by a covered porch, stoop, or covered entry.

THE SAMPLE IMAGES BELOW ARE SHOWN ONLY FOR ILLUSTRATIVE PURPOSES AND ARE NOT MEANT TO PRESCRIBE THAT THESE FORMS MUST BE USED.









3. *Building Type Dimensional Standards*. Figure 10-2-3.2.8, *Townhouse Building Type,* and Table 10-2-3.2.5, *Townhouse Building Type Standards*, establish the dimensional standards and how they apply to the Townhouse building type.

Figure 10-2-3.2.8
Townhouseme Building Type
(see Table 10-2-3.2.5, below)



Building Placement and Building Coverage



Building Height and Upper Story Stepbacks



Building Activation



Building Form and Orientation

Table 10-2-3.2.5
Townhouse Building Type Standards
(see Figure 10-2-3.2.8 above)

Symbol	Standard	DNR	DTA	DMS	DMU
Building Placement and Building Coverage					
A	Build-to Zone (BTZ) (min. / max. ft.)	20' / 30'	20' / 30'	N/A	0' / 10'
B	Primary / Secondary Street Frontage (min. % of façade in BTZ)	85% / 60%	85% / 60%	N/A	85% / 60%
C	Corner Lot Side Setback (min.)	10'	10'	N/A	10'
D	Interior Side Setback (min. ft.)	5'	5'	N/A	5'
E	Rear Setback (min. ft. / min. ft. with alley)[1]	20' / 20'	15' / 20'	N/A	10' / 20'
F	Building Coverage (max. %)	70%	70%	N/A	70%

Table 10-2-3.2.5 Townhouse Building Type Standards (see Figure 10-2-3.2.8 above)					
Symbol	**Standard**	**DNR**	**DTA**	**DMS**	**DMU**
G	Public Amenity / Open Space and Tree Canopy Coverage (min. %)	25%	25%	N/A	25%
1. Garages with direct alley access shall be set back five feet or more from the alley to achieve safe auto turning template radii.					
Building Height and Upper Story Stepbacks					
A	Maximum number of stories within BTZ	1	2	N/A	2
B	Maximum Height (number of stories/feet)	2.5 / 30'	3 / 45’	N/A	3 / 45’
C	Maximum 4th-floor plate area (percentage of 3rd-floor area)	N/A	N/A	N/A	N/A
D	Maximum number of stories within 20 ft. of a sensitive edge	2	2	N/A	2
E	Ground Floor - Floor-to-Floor Height (max. ft.)	10'	10'	N/A	10'
Building Activation					
Street Facing Wall Lengths					
A	Overall (max. ft.)	125’	125’	N/A	125’
B	Blank Wall (max. ft.)	15’	15’	N/A	15’
Street Facing Wall Articulation					
C	Maximum façade length before articulation	25’	25’	N/A	25’
D	Minimum number of articulation techniques required (refer to Table 10-1-3.1.A for technique options)	1	1	N/A	1
Mass Variation					
E	Minimum number of varied massing techniques (refer to Table 10-1-3.1.B for technique options)	1	1	N/A	1
Transparency					
F	Façade glazed: % ground floor wall area (min.)	30%	30%	N/A	30%
G	Façade glazed: % upper floor(s) wall area (min.)	20%	20%	N/A	20%
Building Form and Orientation					
Roof Form					
A	Minimum sloping roof form (hip or gable) percentage of topmost floor	25%	25%	N/A	25%
	Roof Slope	5:12 or steeper 3:12 or steeper for porches, add-ons, etc.	5:12 or steeper 3:12 or steeper for porches, add-ons, etc.	N/A	5:12 or steeper 3:12 or steeper for porches, add-ons, etc.
Building Entry					
B	Primary entrance orientation	Directly facing the street	Directly facing the street	N/A	Directly facing the street
C	Primary entrance spacing (max.)	N/A	N/A	N/A	N/A

4. *Additional Townhouse Building Type Standards.*

a. *Roof Form*. The percentage of sloped roof requirement is measured as a percentage of the building footprint in plan view. For roof slope (pitch) requirements, see the roof form provisions in Table 10-2-3.2.5 above.

b. *Front Porch Width.* Where a front porch is incorporated, it shall be a minimum of 40% of the width of the façade.

Section 10-3-2.2 CMU Lot and Building Standards NC CM DESIGN - D SITE DEVELOPMENT - SD

A. Purpose. This Section establishes the development standards for residential, non-residential, and mixed-use buildings in the NC and CM districts, as shown in:

1. *Residential*. See Table 10-3-2.2.1, *Residential Lot and Building Standards*; and

2. *Non-Residential and Mixed-Use*. See Table 10-3-2.2.2, *Non-Residential and Mixed-Use Lot and Building Standards*.

B. Applicability.

1. *Residential Lots and Building Standards*.

a. The standards in Table 10-3-2.2.1, *Residential Lot and Building Standards*, apply to new residential development within the Neighborhood Commercial (NC) and Corridor Mixed (CM) district.

b. Construction or reconstruction of residential dwellings in pre-established neighborhoods within the CM district shall conform to the standards of Subsection 10-4-3.2.C, *Contextual Development*.

c. Additions or expansions to existing single-family detached dwellings in pre-established neighborhoods within the CM district shall conform to the standards of Subsection 10-4-3.2.F, *Neighborhood Conservation*.

Table 10-3-2.2.1
Residential Lot and Building Standards

District and Housing Type	Maximum Density (Dwelling Units/Acre)[4]	Minimum						Common Open Space	Maximum Building Height[4]
		Lot[1]		Setbacks					
		Area[1]	Width	Front[2]	Interior Side[2]	Corner[2]	Rear[3]		
Single-Family Detached									
NC	6	6,000 sf.	50'	5' / 20'	5'	5' / 10'	20' / 20'	--	35'
~~Single-Family Attached~~Duplex									
NC	14	4,500 sf.	40'	5' / 20'	0' / 5'	5' / 10'	20' / 20'	--	35'
CM	18	3,500 sf.	30'	0' / 8'	0' / 5'	5' / 10'	10' / 20'	--	35'
Cottage Court Community[5]									
NC	16	1,000 sf.	25'	5'/15'	5'	10'	15'/15'	--	35'
Multiplex									
NC	22	2,000 sf.	20'	5' / 20'	8'	8' / 10'	20' / 20'	--	35'
CM	26	1.500 sf.	15'	5' / 10'	5'	5' / 10'	10' / 20'	--	45'
Townho~~use~~me									
NC	25	2,000 sf.	20'	15' / 25'	0' / 8'	12' / 25'	20' / 20'	20%	35'
CM	31	1,250 sf.	15'	8' / 15'	0' / 8'	8' / 15'	10' / 20'	15%	45'
Multi-Family									
NC	36	--	--	15' / 20'	15'	10' / 20'	10' / 20'	30%	45'
CM	52 / 62	--	--	15' / 20'	10'	10' / 20'	10' / 20'	25%	55 ' / 65'

Table Notes:

1. Lot area and width is calculated on a per dwelling unit basis.
2. Where two setback dimensions are shown, the lesser dimension is for the build-to, shop front, and stoop frontage types, where permitted according to Section 10-3-3.2, *CMU Standards of Design*; ~~T~~the second dimension is the maximum setback. For all other frontage types, the second dimension is the minimum setback.
3. The two dimensions shown are the rear yard setbacks when adjoining and not adjoining an alley, respectively.
4. The larger number represents the potential allowance with incentives from Section 10-1-3.4, *Sustainable Building Design*.
5. For specific standards, see Subsec. 10-4-3.2.A. Please refer to Chapter 3 standards in place of references to Chapter 4 standards.

2. *Non-Residential Lots and Mixed-Use Lot and Building Standards*.

a. The standards in Table 10-3-2.2.2, *Non-Residential Lot and Mixed-Use Lot and Building Standards*, apply to new development within the Neighborhood Commercial (NC) and Corridor Mixed (CM) districts.

b. Construction or reconstruction of non-residential or mixed-use buildings within the NC and CM districts shall conform to the standards of this Section, subject to the provisions of Section 10-10-3.1, *Administrative Compliance*, or as applicable, Section 10-9-5.8, *Adaptive Reuse Plan*.

c. Additions or expansions to existing buildings shall conform to the standards of this Section, subject to the provisions of Section 10-10-3.1, *Administrative Compliance*.

Table 10-3-2.2.2
Non-Residential and Mixed-Use Lot and Building Standards

District and Building Type	Density (Dwelling Units / Acre)[3]	Minimum							Maximum Building Height[3,4]
		Lot		Setbacks				Common Open Space	
		Area	Width	Front[1]	Interior Side[1]	Corner Lot[1]	Rear[2]		
Live-Work									
NC	9	--	--	10' / 20'	8'	8' / 12'	15' / 20'	20%	44'
CM	10	--	--	5' / 15'	0' / 8'	5' / 10'	10' / 20'	15%	47' / 58'
Mixed-Use									
NC	24 / 29	--	--	8' / 20'	8'	8' / 12'	15' / 20'	15%	47' / 58'
CM	50 / 60	--	--	0' / 5'	0' / 8'	0' / 5'	0' / 10'	12%	80' / 91'
Commercial									
NC	--	--	--	8' / 20'	8'	8' / 12'	15' / 20'	18%	47' / 58'
CM	--	--	--	0' / 5'	0' / 8'	0' / 5'	0' / 10'	15%	80' / 91'
Office-Institutional									
NC	--	--	--	8' / 20'	8'	8' / 12'	15' / 20'	20%	47' / 58'
CM	--	--	--	0' / 15'	0' / 8'	0' / 12'	0' / 10'	15%	80' / 91'

Table Notes:

1. Where two setback dimensions are shown, the lesser dimension is for the build-to, shop front, and stoop frontage types, where permitted according to Section 10-3-3.2, *CMU Standards of Design*. The second dimension is the maximum ~~build-to line~~ setback in the front and the minimum setback for the side yard setback. ~~-~~For all other frontage types, the second dimension is the minimum setback.
2. The two dimensions shown are rear yard setbacks when adjoining and not adjoining an alley, respectively.
3. Greater density or height may be permitted for development that meets the standards set out in Section 10-1-3.4,*Sustainable Building Design*. Increased height is subject to the bulk plane standards set out in Subsection 10-1-3.5, *Transition Standards*, when the CM district shares a common lot line with an ACR, LLR, MLR or SLR district. Development internal to a CM district is exempt from the bulk plane standards.
4. Height is based upon a maximum first floor height of 14 feet.

(There are no ordinances associated with this section.)

Section 10-4-2.2 NB Lot and Building Standards

A. Purpose. This Section establishes the development standards for housing types in the ACR, LLR, MLR, SLR and MFR districts, as shown in Table 10-4-2.2, *NB Lot and Buildings Standards*.

B. Applicability.

1. *Generally*. These standards apply to new development of lots within the Acreage Residential (ACR); Large Lot Residential (LLR); Medium Lot Residential (MLR); Small Lot Residential (SLR); and Multi-Family Residential (MFR) districts.
2. *Alternate Standards*. Where feasible and practicable, these standards may also apply to the redevelopment or substantial improvement of lots. Alternatively, refer to the following:
   a. *Infill Development or Redevelopment.* See Subsection 10-4-3.2.C, *Contextual Development*; or
   b. *Substantial Improvement*. See Subsection 10-4-3.2.F, *Neighborhood Conservation*.
3. *Resubdivision*. Resubdivision within the LLR district shall result in the same or a fewer number of lots. In the ACR and LLR zone districts, multiplexes shall only be built on existing lots, i.e. new lots cannot be created for the purpose of building more multiplexes.

Table 10-4-2.2
NB Lot and Building Standards

Residential District	Housing Type(s)[1]	Minimum Lot[2]		Maximum Height		Minimum Setbacks				Maximum Building Coverage	Maximum Units per Acre[6]
		Area	Width	Feet	Stories	Front	Corner	Side[3]	Rear[4]		
Graphic Legend: See Figure 10-4-2.2.1, *Detached Housing Illustration* and Figure 10-4-2.2.2, *Attached Housing Illustration*											
Letters correspond to illustrations		A[5]	B	C		D	E	F	G		
ACR	Single-Family Detached	~~12.75~~ ac.	175'	30'	3.0	25'	50'	20'	50'	0.17	~~0.35~~1.00
	Duplex	0.5 ac.	87'	30'	3.0	25'	50'	20'	50'		2.00
	Multiplex	1,000 sf.	15'	30'	3.0	15'	10'	5'/10'	15'		4.00
LLR	Single-Family Detached	20,000 sf.	85'	30'	3.0	25'	10'	5' / 10'	20'	0.33	~~1.85~~2.00
	Duplex	10,000 sf	42.5'	30'	3.0	25'	10'	5' / 10'	20'		4.00

rmitted by Table 10-1-1.3.1, *Land Use Matrix*, Accessory Dwelling Units (ADUs) shall comply with the standards set out in Section 10-1-1.7, *Accessory Dwelling Units (ADUs)*.

2. ~~Minimum lot area is c~~Calculated on a per dwelling unit basis.
3. Where two dimensions are shown, the first is for North/West exposures and the second is for South/East exposures. There is no side setback required for common walls.
4. A detached garage requires a minimum setback of five feet.
5. Per Section 10-10-1.1, *Generally*, all lots that lawfully existed prior to the effective date of this Code are considered conforming lots with respect to lot area, width, and depth.
6. Setbacks shown for the cottage court community apply to the whole cottage court community development and not to the individual buildings.
7. Townhomes in MLR and SLR are only permitted to contain 3 or 4 primary dwelling units.
8. Standards only apply to additions or expansions to existing single-family detached dwellings in pre-established neighborhoods within the MFR district.

Table 10-4-2.2
NB Lot and Building Standards

Residential District	Housing Type(s)[1]	Minimum Lot[2]		Maximum Height		Minimum Setbacks				Maximum Building Coverage	Maximum Units per Acre[6]
		Area	Width	Feet	Stories	Front	Corner	Side[3]	Rear[4]		
Graphic Legend: See Figure 10-4-2.2.1, *Detached Housing Illustration* and Figure 10-4-2.2.2, *Attached Housing Illustration*											
Letters correspond to illustrations		A[5]	B	C		D	E	F	G		
	Multiplex	1,000 sf.	15'	30'	3.0	15'	10'	5' / 10'	15'		8.00
MLR	Single-Family Detached	8,000 sf.	65'	30'	2.5	25'	10'	5' / 10'	20'	0.40	5.00
	Duplex	4,000 sf	32'	30'	2.5	25'	10'	5' / 10'	20'		10.00
	Cottage Court Community[6]	1,000 sf.	25'	30'	2.5	15'	10'	5'/10'	15'	0.60	16.00
	Townhome[7]	1,500 sf.	26'	30'	2.5	25'	15'	5' / 10'	20'	0.38	18.00
	Multiplex	1,000 sf.	15'	30'	2.5	15'	10'	5' / 10'	15'	0.60	22.00
SLR	Single-Family Detached	6,250 sf.	50'	30'	2.5	20'	10'	5' / 10'	20'	0.45	6.25
	Single-Family Narrow Lot	3,500 sf.	40'	30'	2.5	15'	15'	3' / 5'	15'		7.00
	Duplex ~~or Twin Home~~	3,125 sf.	~~30~~25'	30'	2.5	20'	10'	5' / 10'	20'		12.50
	~~Duplex, Stacked~~	~~5,000 sf.~~	~~45'~~	~~30'~~	~~2.5~~	~~20'~~	~~10'~~	~~5' / 10'~~	~~20'~~		
	Cottage Court Community[6]	1,000 sf.	25'	30'	2.5	15'	10'	5' / 10'	15'	0.60	16.00
	Townhome[7]	1,500 sf.	26'	30'	2.5	25'	15'	5' / 10'	20'	0.38	18.00

rmitted by Table 10-1-1.3.1, *Land Use Matrix*, Accessory Dwelling Units (ADUs) shall comply with the standards set out in Section 10-1-1.7, *Accessory Dwelling Units (ADUs)*.

2. ~~Minimum lot area is c~~Calculated on a per dwelling unit basis.
3. Where two dimensions are shown, the first is for North/West exposures and the second is for South/East exposures. There is no side setback required for common walls.
4. A detached garage requires a minimum setback of five feet.
5. Per Section 10-10-1.1, *Generally*, all lots that lawfully existed prior to the effective date of this Code are considered conforming lots with respect to lot area, width, and depth.
6. Setbacks shown for the cottage court community apply to the whole cottage court community development and not to the individual buildings.
7. Townhomes in MLR and SLR are only permitted to contain 3 or 4 primary dwelling units.
8. Standards only apply to additions or expansions to existing single-family detached dwellings in pre-established neighborhoods within the MFR district.

Table 10-4-2.2
NB Lot and Building Standards

Residential District	Housing Type(s)[1]	Minimum Lot[2]		Maximum Height		Minimum Setbacks				Maximum Building Coverage	Maximum Units per Acre[6]
		Area	Width	Feet	Stories	Front	Corner	Side[3]	Rear[4]		
Graphic Legend: See Figure 10-4-2.2.1, *Detached Housing Illustration* and Figure 10-4-2.2.2, *Attached Housing Illustration*											
Letters correspond to illustrations		**A[5]**	**B**	**C**		**D**	**E**	**F**	**G**		
	Multiplex	1,000 sf.	15'	30'	2.5	15'	10'	5' / 10'	15'	0.60	22.00
MFR	Cottage Court Community[6]	1,000 sf.	25'	30'	2.5	15'	10'	5' / 10'	15'	0.60	16.00
	Manufactured Home Park	3,500 sf.	35'	16'	1.0	15'	10'	10'	15'	0.30	8.00
	~~Single-Family Attached/~~Duplex~~/Twin Home~~	2,500 sf.	25'	30'	2.5	10'	5'	2.5'	10'	0.60	16.00
	~~Single-Family Duplex/Twin Home Conversion~~ Single-Family Detached[8]	~~2,~~5,000 sf.	~~25'~~50'	30'	2.5	10'	5'	2.5'	10'		~~16.00~~8.00
	Mixed-Use Building (upper floor residential units)	800 sf.	--	40'	3.0	20'	15'	10'	20'	--	48.00
	Multi-Family Dwelling	800 sf.	--	40'	3.0	20'	15'	10'	20'	--	48.00
	Multiplex	1,000 sf.	15'	30'	2.5	15'	10'	0' / 10'	15'	0.~~45~~60	22.00
	Townhome	1,500 sf.	26'	30'	3.0	25'	15'	0' / 10'	20'	0.38	18.00

Table Notes:

1. Where permitted by Table 10-1-1.3.1, *Land Use Matrix*, Accessory Dwelling Units (ADUs) shall comply with the standards set out in Section 10-1-1.7, *Accessory Dwelling Units (ADUs)*.
2. ~~Minimum lot area is c~~Calculated on a per dwelling unit basis.
3. Where two dimensions are shown, the first is for North/West exposures and the second is for South/East exposures. There is no side setback required for common walls.
4. A detached garage requires a minimum setback of five feet.
5. Per Section 10-10-1.1, *Generally*, all lots that lawfully existed prior to the effective date of this Code are considered conforming lots with respect to lot area, width, and depth.
6. Setbacks shown for the cottage court community apply to the whole cottage court community development and not to the individual buildings.
7. Townhomes in MLR and SLR are only permitted to contain 3 or 4 primary dwelling units.
8. Standards only apply to additions or expansions to existing single-family detached dwellings in pre-established neighborhoods within the MFR district.

Figure 10-4-2.2.1
Detached Housing Illustration

Minimum Lot		Maximum Height	Minimum Setbacks			
A = Area	B = Width	C = Feet / Stories	D = Front	E = Corner	F = Side	G = Rear

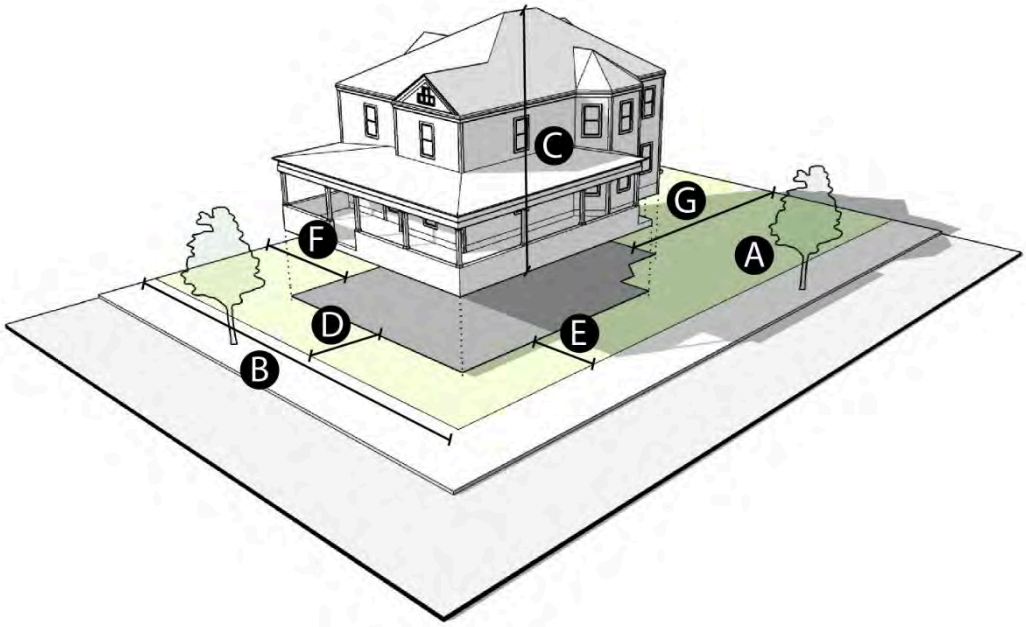
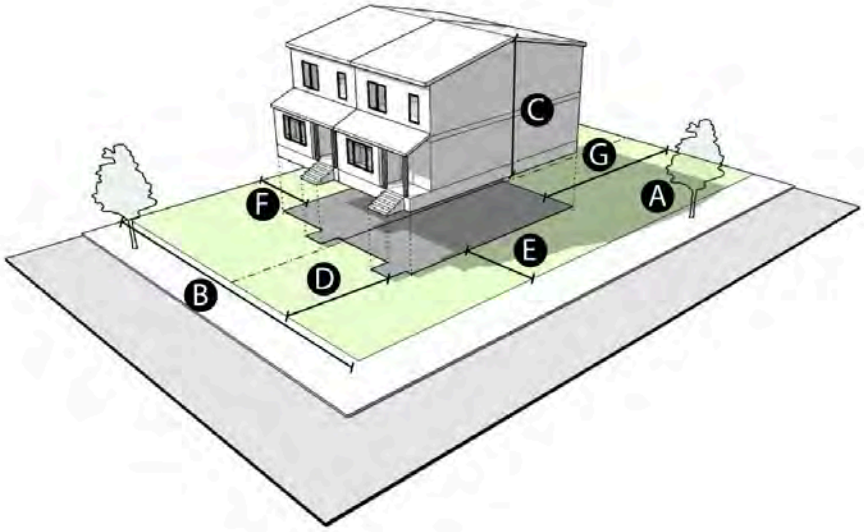


Figure 10-4-2.2.2
Attached Housing Illustration

Minimum Lot		Maximum Height	Minimum / Maximum Setbacks			
A = Area	B = Width	C = Feet / Stories	D = Front	E = Corner	F = Side	G = Rear



(There are no ordinances associated with this section.)

Subsec. 10-4-3.2.A Cottage Court Community

A. Purpose. The purpose of this Subsection is to establish the standards for dwellings located within a cottage court community. This neighborhood type broadens the diversity of living options available in the community to provide for accessible, adequate, and affordable housing. Figure 10-4-3.2.A, *Cottage Court Community*, illustrates a cottage court community as an infill development that transitions single-family detached and attached dwellings and a multi-family complex.

Figure 10-4-3.2.A
Cottage Court Community



B. Applicability.

1. *Where Permitted*. A cottage court community may be permitted in the districts set out in Table 10-1-1.3.1, *Land Use Matrix*.
2. ~~*Adjacency*. A cottage court community shall only be permitted when the parcel is adjoining or adjacent to an MFR, NC, CM, BC or IP district.~~

C. Housing Types and Maximum Dwelling Size. The housing types permitted within a cottage court community include:

1. Single-family detached dwellings, with a maximum gross floor area of 1,200 square feet~~.~~;
2. Duplexes ~~and twin home dwellings~~, with a maximum gross floor area of 1,200 square feet.~~; and~~
3. ~~Multiplex~~.

D. Site Plan. A Site Plan meeting the requirements of Section 10-9-5.4, *Site Plan*, shall be submitted and approved with an application for a cottage court community.

E. Crime Prevention. A cottage court community requires approval of a Site Plan pursuant to Section 10-9-5.4, *Site Plan*, which shall be reviewed for consistency with Section 10-1-3.2.B, *CPTED (Crime Prevention Through Environmental Design),* in any district where cottage court communities are allowed.

F. Standards. A cottage court community shall be subject to the following:

1. *Lot Area*. The minimum site area for development of a cottage court community shall be one-~~half~~quarter acre. The maximum site area shall be no greater than three acres.

2. *Subdivision*. A cottage court community may be platted as:

a. A single lot subject to:

1. The alternative land ownership arrangements set out in Section 10-4-2.2, *NB Lot and Building Standards*, and

2. Section 10-1-3.6, *Greenscape Design Standards; or*

b. Individually platted lots.

3. *Density*. The maximum density for a cottage court community shall be as set out in Table 10-4-2.2, *NB Lot and Building Standards*, unless increased density is permitted by Section 10-1-3.4, *Sustainable Building Design*.

4. *Setbacks*. Refer to Table 10-4-2.2, *NB Lot and Building Standards*.

5. *Common Areas*.

a. Common open space shall include a central green, lawn or garden area, playground, or plaza as a central focal point of all dwellings, containing no less than 375 square feet of area for each dwelling unit in the development.

b. Common improvements of common area shall include pedestrian walkways connecting each dwelling unit to a community-wide sidewalk network, shared parking areas or garages, and a Type A bufferyard around the perimeter of the site that preserves existing vegetation and incorporates landscape materials, earthen berm, or a wall or fence to provide a visual buffer from adjacent development. See Section 10-4-4.2, *NB Bufferyards*, and Subsection 10-1-3.6.F, *Bufferyard Requirements*.

c. If a common building is provided to serve all residents of a cottage court community, its gross floor area shall be no greater than 10 percent of the site area.

6. *Parking and Garages*. Cottage Court Communities are intended to have shared onsite parking, whether enclosed or surface spaces.

a. If provided, detached garages serving more than one dwelling unit shall be accessed via a private drive or alley.

b. Garage doors are prohibited from facing public streets rights-of-way unless screened by a Type B bufferyard.

c. A garage shall not exceed four car bays.

d. Garage buildings shall be consistent in architecture, materials, and color to the principal dwellings.

e. See Table 10-1-3.7.A.1, *Required Off-Street Parking* for parking space requirements.

7. *Building Cover*. The maximum building coverage of all principal and accessory buildings or structures shall not exceed 30 percent of the total site area.

8. *Building Height*. See Table 10-4-2.2, *NB Lot and Building Standards*.

9. *Landscaping*. See Article 10-4-4, *NB Greenscape*.

10. *Contextual Development.* See Section 10-4-3.2.C, *Contextual Development.*

G. Common Maintenance Communities. Individual attached units constructed on a single lot shall comply with standards as if platted with lots that meet the minimum development and dimensional standards, such as street widths, lot areas, building setbacks, and open space. Design standards, guidelines, and covenants may be reviewed and approved as part of any applicable Site Plan process.

(Ord. 18, Series of 2022)

Subsec. 10-4-3.2.B Duplexes and Multiplexes ~~and Twin Home Conversion~~

A. ~~Purpose~~. ~~This Subsection establishes the standards for the conversion of a single-family dwelling to a duplex or twin home, where allowed in Section 10-1-1.3, *Land Use Matrix*. Allowance for one to two-unit conversions in specified neighborhoods and other locations broadens the diversity of living options available in the community to provide for accessible, adequate, and affordable housing. Figure 10-4-3.2.B, *Single-Family to Duplex or Twin Home Conversion*, illustrates the application of design standards outlined in this Subsection.~~ Reserved.

B. Applicability. The standards of this Subsection apply in the districts where duplexes or multiplexes ~~or twin homes~~ are permitted.

C. Design Standards.

1. *Front Door and Entryway*.

a. ~~The front door for each unit shall be located on separate building façades. Only one front door shall be visible from the public street from which the residence is addressed.~~

b. ~~Where a duplex or twin home is located on a corner lot, each front entry may be visible from the street, as long as the entryways are on separate building elevations.~~

c. A shared front entryway with interior doors to individual units is allowed. Direct entrance into individual units is also allowed.

d. At least one entrance must directly face the street.

2. Reserved ~~*Front and Side Porches*.~~

a. ~~An existing or new front porch on a single-family dwelling converted to a duplex or twin home shall only be used for one entry.~~

b. ~~A side porch may be added as an entryway for a second unit provided:~~

1. ~~The porch is set back at least 10' from the front façade of the dwelling; and~~

2. ~~All applicable lot and building standards are met for the district in which the lot is located~~.

3. *Stairs*. Where the principal dwelling is two-story or more, an exterior stairway to the second floor ~~shall~~may be ~~interior to~~permitted on the rear facade of the structure, if in compliance with the building code and Section 10-1-2.3. ~~A request for an outside stairway requires an approval by the Director.~~

4. *Parking.* Parking spaces required in accordance with parking provisions are established in Section 10-1-3.7, *Vehicular Mobility.* Transit shed reductions may be utilized.

a. ~~*Additional Spaces Required*. One additional parking space measuring nine feet by 18 feet shall be required for a new dwelling unit if the minimum parking spaces required are not met in accordance with parking provisions established in Section 10-1-3.7, *Vehicular Mobility*.~~

b. ~~*Exemptions*. An additional parking space shall not be required for a new dwelling unit if the duplex or twin home conversion is within a Downtown zone district or within one-quarter mile walking distance of a light rail station or an active bus stop.~~

5. *Utility Boxes*. Utility meter boxes shall be located on an interior side or rear elevation or otherwise screened from public view by an enclosure, fence, ~~or~~ landscaping, or other concealment methods.

~~Figure 10-4-3.2.B~~

~~Single-Family to Duplex or Twin Home Conversion~~



(There are no ordinances associated with this section.)

Subsec. 10-4-3.2.G ~~Single-Family Attached Dwellings~~Townhomes

A. Purpose. The purpose of this Subsection is to establish design standards for ~~single-family attached dwelling~~townhome units to provide for safe and livable environments in settings that transition well and are contribute positively in character with the adjacent development community expectations. These standards supplement those set out in Section 10-4-2.2, *NB Lot and Building Standards*.

B. Applicability. This Subsection applies to ~~single-family attached housing types, including duplex, twin home, multiplex, and~~ townhome~~use~~ dwellings where they are permitted in Sec. 10-4-2.2, *NB Land Uses*.

C. Subdivision.

1. *Individually Platted.* ~~Single-family attached dwellings~~ Townhomes may be constructed with each dwelling on an individual platted lot or with all dwellings on a single platted lot. Those constructed on an individual platted lot shall abide by the lot and building standards of the district within which they are located.
2. *Not Individually Platted*. An individual parcel for which multiple ~~single-family attached dwellings~~ townhomes are constructed shall also abide by the lot and building standards as if platted on individual lots.

D. Parking. With the exception of units with individual driveways and garages, off-street parking facilities shall be grouped in bays in the interior of blocks and no parking space may be more than 100 feet from a door of a dwelling unit it intends to serve. Standalone garage units shall not face public streets. If garage units abut public rights-of-way, they shall comply with the design standards of this Section.

E. Private Streets. Private streets shall be constructed to meet all applicable engineering, utility, fire access, and safety standards.

F. Pedestrian Connectivity. All dwelling units shall be connected by a sidewalk to all parking, common use, and recreation areas and to all greenways and trails. In addition, pedestrian connectivity shall comply with the standards in Section 10-1-3.2.B, *CPTED (Crime Prevention Through Environmental Design)*.

G. Number of Units Permitted. Townhome buildings may contain from 3 to 8 primary dwelling units in each ~~townhome~~ building.~~Single-family attached dwelling types may include up to the following number of units:~~

1. ~~Duplex - two units~~
2. ~~Twin home - two units~~
3. ~~Multiplex - four units~~
4. ~~Townhouse - six units~~
5. ~~Rowhouse - eight units~~

H. Building Design.

1. *Transition Area*. Attached dwellings shall include an area of transition between the public street right-of-way and the entrance to the dwelling with either:
   a. A covered porch or patio at least 50 square feet with a minimum depth of ~~up to~~ six feet between the main entrance and the street; or
   b. Uncovered stairs that lead to the front door or porch of the dwelling.
2. *Building Elevations*. Building elevations shall be articulated as follows:
   a. Vertical modulation, such as recesses and projections, and horizontal modulation, together with fenestration and changes in building material and color changes shall be used on street-facing building façades to break up wall planes and to clearly distinguish individual dwelling units. The building façades, materials, and colors shall substantially vary so no three units are the same.
   b. A ~~single-family attached~~townhome community with three or more buildings shall substantially vary the building placement, height, scale, materials, and colors of individual units.
3. *Bulk*. As displayed in Figure 10-4-3.2.G.1*, Building Elevation and Garage Design:*
   a. *One-Story Units*. When facing public street right-of-way:

1. Building groups of three or more units shall be vertically articulated by a measure equal to or greater than 10 percent of the building height; and
2. Garage doors and their driveways shall be no more than 50 percent of the linear front elevation of any single-story attached dwelling.

b. *Two- and Three-Story Units*. When facing public street right-of-way:

1. Each unit shall have a clearly visible entrance with either a porch, portico, covered stoop, or another architectural design element;
2. Building groups shall be vertically and horizontally articulated and vary in elevation, materials, and colors; and
3. Garage doors may vary in width, style, material, or color.

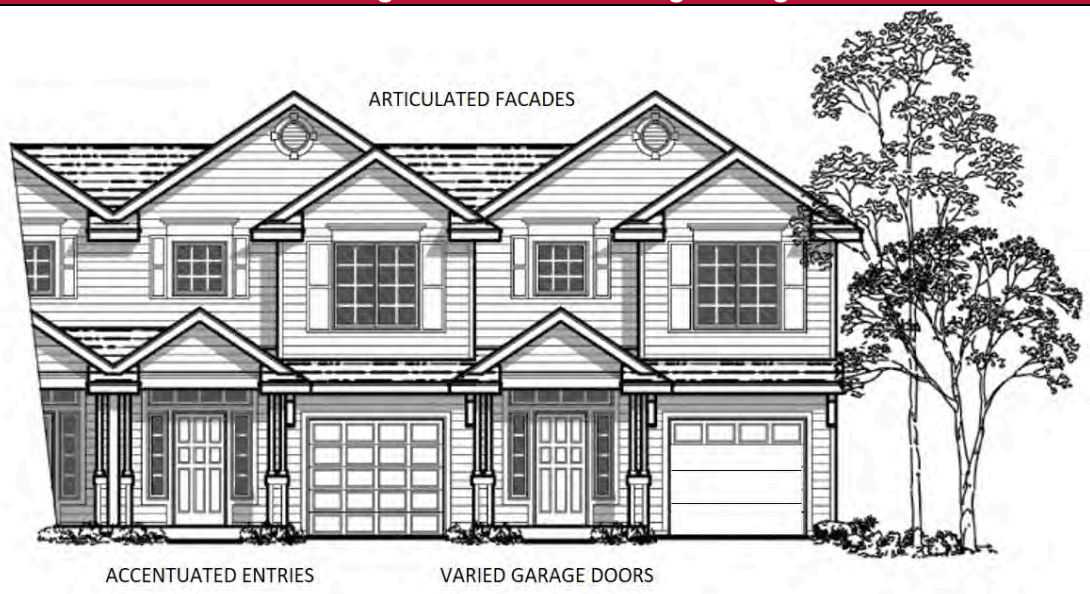
4. *Garages*.

a. Garages with front-loading bays shall be recessed from the front façade of the house by a minimum of two feet and shall be visually designed to form a secondary building volume. Garage doors shall be setback a minimum of 25 feet from the back of the sidewalk.

b. All garages with more than two bays shall be turned such that no more than two bays are visible from a public street.

c. Garages shall be subordinate in scale and appearance to the dwelling units.

Figure 10-4-3.2.G.1
Building Elevation and Garage Design



I. Building Transitions. As displayed in Figure 10-4-3.2.G-2, *Building Scale Transitions*, building height shall be no greater than one story taller than an adjacent single-family detached dwelling. Bufferyards are required per Sec. 10-4-4.2, *NB Bufferyards*.

Figure 10-4-3.2.G-2
Building Scale Transitions



One-Story Single-Family Dwelling to Two-Story Building



Two-Story Single-Family Dwelling to Three-Story Multi-Family Dwelling

Section 10-9-5.4 Site Plan

A. Generally. Approval of a Site Plan ensures that a proposed development complies with all applicable standards of this Code. A Site Plan is not required for any emergency activity that is immediately necessary for the protection of life, property, or natural resources.

B. Applicability.

1. *Full Site Plan*. A Site Plan is required for the development of one or more ~~single-family attached~~multiplex, townhome, multi-family, or non-residential buildings, subject to:

a. All applicable standards of Article 10-1-3, *Design*;

b. The lot and building standards of the applicable district(s);

c. Completion of construction in a single phase of development;

d. The site of the proposed development being:

1. Less than 10 acres in size; or

2. Less than 100,000 square feet of gross floor area in a single building or 150,000 square feet in two or more separate buildings.

2. *Abbreviated Site Plan*. For developments without a previously approved Site Plan, the Director may allow an Abbreviated Site Plan if the following conditions, as applicable, have been met:

a. The proposed construction or improvement is for an existing building or a new accessory structure;

b. The size of a new proposed accessory structure is less than 1,000 square feet or ten percent of the principal structure's building coverage, whichever is greater;

c. There are no more than four dwelling units on the subject property;

d. An addition to an existing non-residential building is less than 5,000 square feet in gross floor area;

e. The proposed construction or improvement does not increase the required off-street parking or affect traffic access or circulation beyond what may be allowed by Section 10-9-9.1;

f. Landscaping is replaced by similar landscaping to an equal or greater extent;

g. Proposed changes will preserve natural features without changing the basic site layout;

h. A change in the type or design of lighting does not change the intensity of light at the property boundary;

i. The proposed construction or improvement does not require any Variances exceeding Administrative Adjustments allowed by Section 10-9-9.1;

j. Changes are required by the city or a state or federal regulatory agency in order to conform with other laws or regulations; and

k. Construction of or an addition to a duplex or twin home is not within a mixed-use development.

3. *Site Plan Not Required*. A Site Plan shall not be required for the following:

a. Single-family detached and duplex dwellings and their accessory structures (except when required by Subsection 10-1-1.2.A) in all applicable zone districts and multiplex and townhome dwellings in ACR, LLR, MLR, and SLR;

b. Interior renovations to a building, provided the renovation does not require the addition of parking or loading spaces;

c. Reduction in size of a structure;

d. Demolition of a structure;

e. Signs; and

f. Exterior renovations which do not increase either the building's square footage or increase the building's height.

C. Decision Criteria. The Director may approve, approve with conditions, or deny a Site Plan based on:

1. *Prior Approvals*. Compliance with any prior approvals and all applicable development, design, and transition standards of this Code;

2. *Comprehensive Plan*. Consistency with the Comprehensive Plan and all other applicable adopted plans;
3. *Design*. The location, arrangement, size, and design of buildings, lighting, signs, landscaping, and bufferyards that conform to the standards of the applicable district(s);
4. *Scale*. The scale of the proposed use(s) in relation to one another and those on adjacent properties;
5. *Adequate Level of Service*. An adequate level of service of existing or proposed public facilities;
6. *Nuisances*. Sufficient protection for adjacent properties against noise, glare, unsightliness, or other objectionable features;
7. *Access, Circulation, and Parking*. Adequate, safe, and convenient arrangement of access, pedestrian circulation, bicycle facilities, roadways, driveways, transit access (where applicable), off-street parking and stacking and loading spaces; and
8. *CPTED*. Consistency with Subsection 10-1-3.2.B, *CPTED (Crime Prevention Through Environmental Design).*

D. Procedures.

1. *Referral*. The Director shall refer the request for a Site Plan to the departments and referral agencies for their written recommendations on the request.
2. *Review and Decision*. On receipt of a completed application for a Site Plan, the Director shall review the plan to determine its compliance with the applicable provisions of this Code and any conditions of an approved Conditional Use or Variance. The Director shall determine if the proposed Site Plan satisfies the Site Plan approval criteria and if so, may approve, approve with conditions, or deny the Site Plan.
3. *Plan Amendment*. Modifications of an approved Site Plan are deemed as either a Minor or Major Plan Amendment, as set out in Section 10-9-5.3, *Minor Plan Amendment*, and Section 10-9-5.2, *Major Plan Amendment*.
4. *Time Frame*. Approval of a Site Plan shall be valid for the period of time set out in Table 10-9-3.9.1, *Development Review Summary*. Thereafter, the Site Plan shall expire unless, prior to such expiration, all work contemplated by the approval has been completed or an extension has been requested and granted as set out in Section 10-9-3.8, *Expired Approvals and Extensions*.

E. Effect. Upon approval of a Site Plan, the applicant may proceed with development of the site; subject, however, to having first obtained any other required approvals and permits.

(Ord. 18, Series of 2022; Ord. 20, Series of 2023)

Section 10-12-2.1 General Definitions

Accessory Dwelling Unit (ADU) means a second, subordinate dwelling ~~self-contained living~~ unit located on the same ~~parcel~~lot as a principal dwelling unit. An ADU provides complete independent living facilities for one or more individuals, which include:

- Private area separated by a door (private entrance from outside not required);
- Private living area;
- Private sleeping area;
- Private bathroom; and
- Permanently installed connection for a cooking appliance~~.~~

Forms of ADUs ~~may~~ include an i) attached or ii) detached ADU. Please see "**Accessory Dwelling Unit, Attached**" and "**Accessory Dwelling Unit, Detached"** for definitions.

- ~~**Attached ADU** means an ADU that:~~
    - ~~shares at least one common wall with the principal dwelling unit; and~~
    - ~~is not fully contained within the existing space of the principal dwelling unit.~~
- ~~**Contained ADU** means an ADU that is fully contained within the existing space of the principal dwelling unit or an accessory structure.~~
- ~~**Detached ADU** means an ADU that does not share a common wall with the principal dwelling unit and is not a contained ADU.~~

(Ord. 18, Series of 2022)

Accessory Dwelling Unit, Attached means an ADU that is located within or attached to a principal dwelling. "Within" the principal dwelling means space such as a finished basement or attic. "Attached" to the principal dwelling means space such as a converted attached garage or structural addition. At least one common wall that is no less than eight feet wide is shared with the principal dwelling.

Accessory Dwelling Unit, Detached means an ADU that is separated from the principal dwelling and may include conversion of a detached garage or other similar structure. No common wall is shared with the principal dwelling.

~~**Attached ADU** means an ADU that shares no less than eight feet of at least one common wall with the principal dwelling unit and is not fully contained within the existing space of the principal dwelling unit.~~

~~**Contained Accessory Dwelling Unit** means an ADU that is fully contained within the existing space of the principal dwelling unit.~~

Cottage Court Community means a cluster of ~~homes around a central open space.~~ principal residential structures including Dwelling, Single-Family Detached or Dwelling, Duplex arranged around a central Common Open Space.

(Ord. 18, Series of 2022)

~~**Detached Accessory Dwelling Unit** means an ADU that does not share a common wall with the principal dwelling unit and is not a contained ADU.~~

~~(Ord. 18, Series of 2022)~~

Dwelling, Duplex means principal residential structure that contains two separate ~~single-family~~ dwelling units that do not share living areas. Duplexes may be configured as side-by-side units that share a party wall or as multi-story buildings in which one unit is located over the other unit.

Dwelling, Multiplex means a ~~single-family attached building type that is designed to resemble a large single-family home.~~ residential structure, containing three or four dwelling units, that does not meet the definition of Townhome. Units may have either private or shared access and may be arranged in a variety of configurations, including back-to-back, side-to-side, or over-under. ~~Multiplex buildings contain up to four dwelling units per building.~~

Dwelling, Multi-Family means ~~any building structurally divided into five or more separate dwelling units on a single parcel~~a single building or set of buildings on a single lot that contain five or more dwelling units that share common walls or floor / ceilings with one or more units and is limited to residential and related uses. The term includes apartments and excludes slot homes. Ownership may be in the form of fee-simple ownership of the entire parcel or in the form of a condominium.

Dwelling, Single-Family Attached ~~/ Duplex~~ means a principal residential structure, including a ~~duplex or~~ townho~~use~~me but not a ~~mobile~~manufactured home, designed and used as a residential dwelling unit, that is located on its own lot, shares a common wall with ~~one other~~ another single-family attached dwelling, and can include rooming and boarding as an accessory use. No such dwelling unit shall be occupied by more than one unrelated individual over the age of 12 years who is required to register as a sex offender under the provisions of C.R.S. § 16-22-103, as amended. Provided however, that this Section shall not require a resident to leave the home upon becoming 12 years of age, nor shall this Section apply to any child required to register as a sex offender under said statute who is placed pursuant to C.R.S.

§ 19-1-103(51.3), in a foster care home certified or licensed pursuant to C.R.S. Article 6 of Title 26.

Dwelling, Single-Family Detached means a principal residential structure, other than a ~~mobile~~manufactured home, designed and used as a residential dwelling unit, that is located on its own lot and not attached to any other dwelling, and can include rooming and boarding as an accessory use. No such dwelling unit shall be occupied by more than one unrelated individual over the age of 12 years who is required to register as a sex offender under the provisions of C.R.S. § 16-22-103, as amended. Provided however, that this Section shall not require a resident to leave the home upon becoming 12 years of age, nor shall this Section apply to any child required to register as a sex offender under said statute who is placed pursuant to C.R.S. § 19-1-103(51.3), in a foster care home certified or licensed pursuant to C.R.S. Article 6 of Title 26.

Height means the vertical distance ~~above a point of reference measured to the highest point of the coping of a flat roof, the deck line of a mansard roof, or to the average height of the highest gable of a pitched or hipped roof. The point of reference shall be selected by either of the following, whichever yields a greater height of building:~~

- ~~The elevation of the highest adjoining sidewalk or ground surface within a five-foot horizontal distance of the exterior wall of the building when the sidewalk or ground is not more than 10 feet above the lowest grade; or~~
- ~~An elevation 10 feet higher than the lowest grade when the sidewalk or ground surface is more than 10 feet above lowest grade.~~

~~The height of a stepped or terraced building is the maximum height of any segment of the building~~ from the grade level of that portion of a parcel covered by the building to the average height of the highest roof surface.

Household Living means a use category with residential occupancy of a dwelling unit by a household on a month-to-month or longer basis in structures with self-contained dwelling units including kitchens. Household living can occur in the following type of residential units: apartment; dwelling, ~~single-family attached /~~ duplex; dwelling, single-family, detached; multiplex ~~(three to six residential units)~~; and townho~~use~~me. This definition also includes other uses that the Director or their designee interprets to be functionally similar to a land use in this category.

~~**Multi-Family Dwelling** means a single building or set of buildings on a single lot that contain five or more dwelling units that share common walls or floor / ceilings with one or more units and is limited to residential and related uses.~~

Townhome means a single-family attached dwelling unit, with a private entrance, which is part of a structure whose dwelling units are attached horizontally in a linear arrangement, and having a totally exposed front and rear wall to be used for access, light, and ventilation. The units are separated from one another by a common party wall having no doors, windows, or other provisions for human passage or visibility. Contains three or more units in one building structure.

~~**Twin Home** means a building designed as a single structure, containing two separate dwellings on individually platted lots, each of which is designed to be occupied as a separate permanent residence for one family. Each unit is total separated from the other by an unpierced wall extending from the ground to the roof.~~

Acronyms

- Zoning Classifications
    - DT – Downtown zone districts
        - DNR - Downtown Neighborhood Residential
        - DTA - Downtown Transition Area
        - DMS - Downtown Main Street
        - DMU - Downtown Mixed Use
    - CMU - Corridor Mixed-Use zone districts
        - CM - Corridor Mixed
        - NC - Neighborhood Commercial
    - BI – Business and Industry zone districts
        - BC - Business Center
        - IP - Industrial Park
    - OS - Open Space
    - NB – Neighborhood zone districts. These are the City of Littleton's primarily residential zone districts.
        - MFR - Multi-Family Residential
        - SLR - Small Lot Residential
        - MLR - Medium Lot Residential
        - LLR - Large Lot Residential
        - ACR – Acreage Residential
    - PL-O - Planned Overlay District. A planned development applies.
    - FP-O - Floodplain Overlay District. Property that is located within a floodplain and requires extra review by the Water Resources Manager.
- ITE – Institute of Transportation Engineers. Sets national standards for development travel demand.
- TMP – Transportation Master Plan
- COL – City of Littleton
- ULUC – Unified Land Use Code
- ADU – Accessory dwelling unit
- NHO – Neighborhood Housing Opportunities
- CCC – Cottage court community
- HOA – Homeowner's association
- SMHO – South Metro Housing Options
- LRO – Littleton Report Online
- GIS – Geographic information system
- SFD – Single-family detached house

Title/Section/Subsection	Description of Code Text Change	Notes
Section 10-1-1.1 Base Districts	Updated zone district descriptions to reflect changes to the Land Use Matrix	
Subsec. 10-1-1.2.A Planned Overlay District	Allowed ADUs in planned development areas, as required per State legislation	
Section 10-1-1.3 Land Use Matrix	Consolidated duplex references to one land use category. Expanded duplexes, multiplexes, cottage court communities, and townhomes as a use by right in more zone districts. Cross-refenced applicable code sections with specific land use standards. Detached ADUs permitted in all NB zone districts. Removed reference to contained ADU (definition now consolidated under attached ADU). Removed alley access requirement for detached ADUs. Limited townhomes in MLR and SLR to only 3-4-unit products.	
Subsec. 10-1-1.4.A Residential Land Uses	Removed reference to code section. Land Use Matrix references that code section directly.	
Subsec. 10-1-1.6.A Accessory Uses	Better cross-referenced short-term rental regulations in Title 3, which sets permissiveness for this use, not Title 10. Other minor changes that were missed in last year's code amendment ordinance.	
Section 10-1-1.7 Accessory Dwelling Units (ADUs)	Removed reference to contained ADU (definition now consolidated under attached ADU). Updated regulations to be in compliance of the recently passed State ADU legislation.	
Section 10-1-2.4 Measurements and Allowances	Height description updated to align with proposed new definition of height.	
Subsec. 10-1-3.7.A Parking and Loading	Consolidated duplex references to one land use category. Removed reference to contained ADU (definition now consolidated under attached ADU). Updated regulations to be in compliance of the recently passed State ADU legislation. Increased max. parking for cottage court communities to 2 spaces/unit. Other minor changes that were missed in last year's code amendment ordinance.	

Subsec. 10-1-3.7.B Parking and Access in the DT Districts Subsec. 10-1-3.8.B Bicycle Parking	Clarified reference to duplex for consistency.
Subsec. 10-1-3.9.A Purpose and Applicability Section 10-2-3.2 DT Standards of Design	Clarified reference to duplexes and townhomes for consistency.
Section 10-2-3.2 DT Standards of Design	Clarified reference to duplex, multiplex, and townhome for consistency.
Section 10-2-3.2.K Single-Family Attached / Duplex Dwelling Type	Clarified reference to duplex for consistency. Updated building entry requirement to have at least one entrance face the street.
Section 10-2-3.2.L Multiplex Building Type	Clarified reference to multiplex for consistency. Updated building entry requirement to have at least one entrance face the street.
Section 10-2-3.2.M Townhouse Building Type Subsec. 10-4-3.2.G Single-Family Attached Dwellings	Clarified reference to townhome for consistency.
Section 10-3-2.2 CMU Lot and Building Standards	Clarified reference to duplex and townhome for consistency. Aligned housing types in Table 10-3-2.2.1 to what is permitted in Land Use Matrix and vice versa. Clarified some table notes.
Section 10-4-2.2 NB Lot and Building Standards	Consolidated duplex references to one land use category. Established standards for the uses expanded in the Land Use Matrix. Established standards for expansion of existing SFD in MFR. Limited townhomes in MLR and SLR to only 3-4-unit products. Limited multiplexes in LLR and ACR to just one per existing lot.
Subsec. 10-4-3.2.A Cottage Court Community	Removed adjacency requirement. Established maximum gross floor areas. Limited housing types to just SFD and duplexes. Decreased total site area threshold to quarter acre. Clarified parking requirements.
Subsec. 10-4-3.2.B Duplex and Twin Home Conversion	Clarified reference to duplex for consistency. Establishes standards for multiplexes. Removed restrictive design standards. Allowed more permissive design standards.

Section 10-9-5.4 Site Plan	Exempted duplexes from site plan review process in all applicable zone districts and multiplexes and townhomes from site plan review process in ACR, LLR, MLR, and SLR.
Section 10-12-2.1 General Definitions	Clarified definition of what constitutes an ADU. Removed reference to contained ADU (definition now consolidated under attached ADU). Consolidated duplex references to one land use category and definition. Clarified cottage court communities mean SFD or duplex communities. Clarified reference to duplex, multiplex, and townhome for consistency. Limited multiplex to a 3-4-unit product. Aligned definition of height to definition of height in building code. Other minor definition edits.

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CITY OF LITTLETON, COLORADO

PC Resolution No. 08

Series, 2024

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LITTLETON, COLORADO, RECOMMENDING APPROVAL TO CITY COUNCIL OF A CODE TEXT AMENDMENT TO TITLE 10, THE UNIFIED LAND USE CODE, REGARDING NEIGHBORHOOD HOUSING OPPORTUNITIES

WHEREAS, the City Council of the City of Littleton, Colorado passed Ordinance 24-2021 in October of 2021 which enacted Littleton City Code Title 10, the "Unified Land Use Code" (ULUC); and

WHEREAS, Section 10-9-3.2.A.4. of the ULUC authorizes the director of community development to initiate a code text amendment; and

WHREEAS, since October 2021, staff, property owners, business owners, and applicants must comply with the ULUC with site-specific applications; and

WHEREAS, land use categories that encompass housing types that provide two-four units in a single building structure, known as "missing middle housing," often have restrictive standards associated with them in the ULUC that make them difficult to build; and

WHEREAS, the General Assembly of the State of Colorado passed House Bill 24-1152, concerning increasing the number of accessory dwelling units (ADUs) and requiring municipalities to allow ADUs in all residential zones; and

WHEREAS, staff conducted study sessions with the Littleton City Council and Planning Commission and conducted a community survey, a technical stakeholder group meeting, and other background research on the topic of "missing middle housing" and ADUs from June to October, 2024; and

WHEREAS, easing restrictions on "missing middle housing" by clarifying zoning code regulations, incorporating requirements of House Bill 24-1152, reducing existing zoning code barriers, and expanding land use types as permitted in more zone districts support the goal of housing diversity, as found in the Envision Littleton comprehensive plan; and

WHEREAS, on November 18, 2024, the planning commission held a public hearing to consider a recommendation to the Littleton City Council on the adoption of the code text amendment.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING

Docusign Envelope ID: 6DDBAD17-CACC-4F14-BA55-466675835754

COMMISSION OF THE CITY OF LITTLETON, COLORADO, THAT:

Section 1: Recommendation. The planning commission hereby recommends adoption of the code text amendment of the Unified Land Use Code as referenced in Exhibit A, attached hereto and fully incorporated herein by this reference with the following amendments included within the text:

1.1 Set the maximum building coverage in the ACR zoning district to 0.17 for the multiplex product;

1.2 Set the maximum building coverage in the LLR zoning district to 0.33 for the multiplex product.

1.3 Exempt multiplex and townhomes from site plan review in the ACR, LLR, MLR, and SLR zoning districts.

INTRODUCED, READ AND ADOPTED at a special scheduled meeting of the Planning Commission of the City of Littleton, Colorado, on the 18th day of November, 2024, at 6:30 p.m. at the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

ATTEST:

DocuSigned by:
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Wendy Shea-Tamag
DEPUTY CITY CLERK

Signed by:
B33D8AA207614DC...
Jason Reynolds
CHAIR

APPROVED AS TO FORM:

DocuSigned by:
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Atasi Titlow
SENIOR ASSISTANT CITY ATTORNEY

CITY OF LITTLETON, COLORADO
SEAL
INCORPORATED
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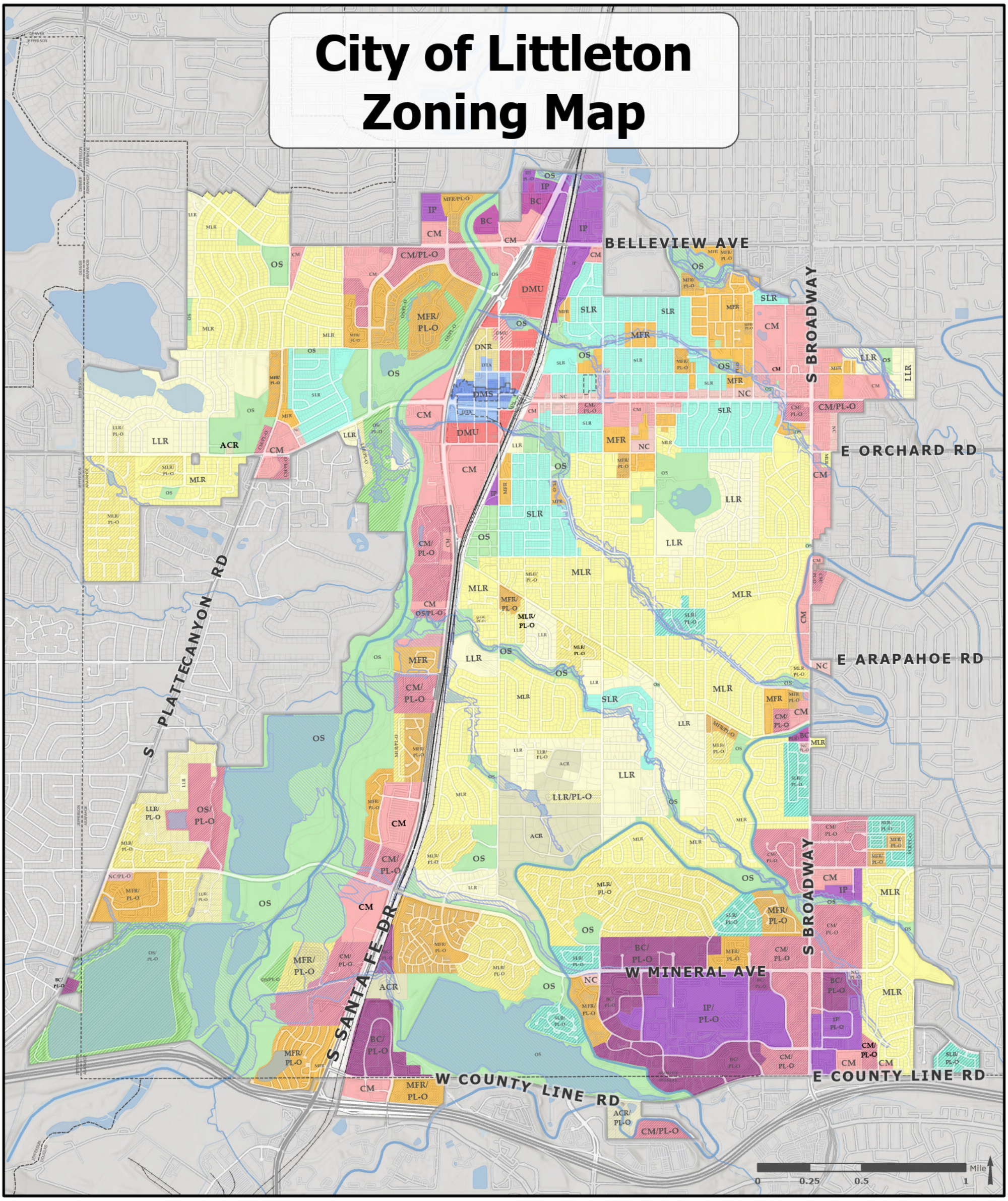
City of Littleton Zoning Map



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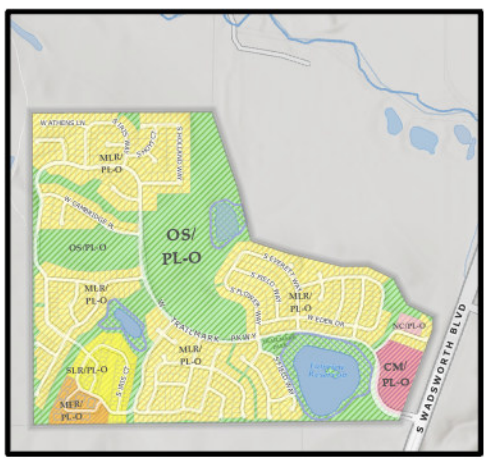

Zoning Districts

- ACR/Acreage Residential
- ACR PL-O/Acreage Residential Planned Overlay District
- BC Business Center
- BC PL-O/Business Center Planned Overlay District
- CM/Corridor Mixed
- CM PL-O/Corridor Mixed Planned Overlay District
- DMS/Downtown Main Street
- DMU/Downtown Mixed-Use
- DMU 3/Downtown Mixed-Use 3 Stories
- DNR/Downtown Neighborhood Residential
- DTA/Downtown Transition Area
- IP/Industrial Park
- IP PL-O/Industrial Park Planned Overlay District
- LLR/Large Lot Residential
- LLR PL-O/Large Lot Residential Planned Overlay District
- MFR/Multi-Family Residential
- MFR PL-O/Multi-Family Residential Planned Overlay District
- MLR/Medium Lot Residential
- MLR PL-O/Medium Lot Residential Planned Overlay District
- NC/Neighborhood Commercial
- NC PL-O/Neighborhood Commercial Planned Overlay District
- OS/Open Space
- OS PL-O/Open Space Planned Overlay District
- SLR/Small Lot Residential
- SLR PL-O/Small Lot Residential Planned Overlay District

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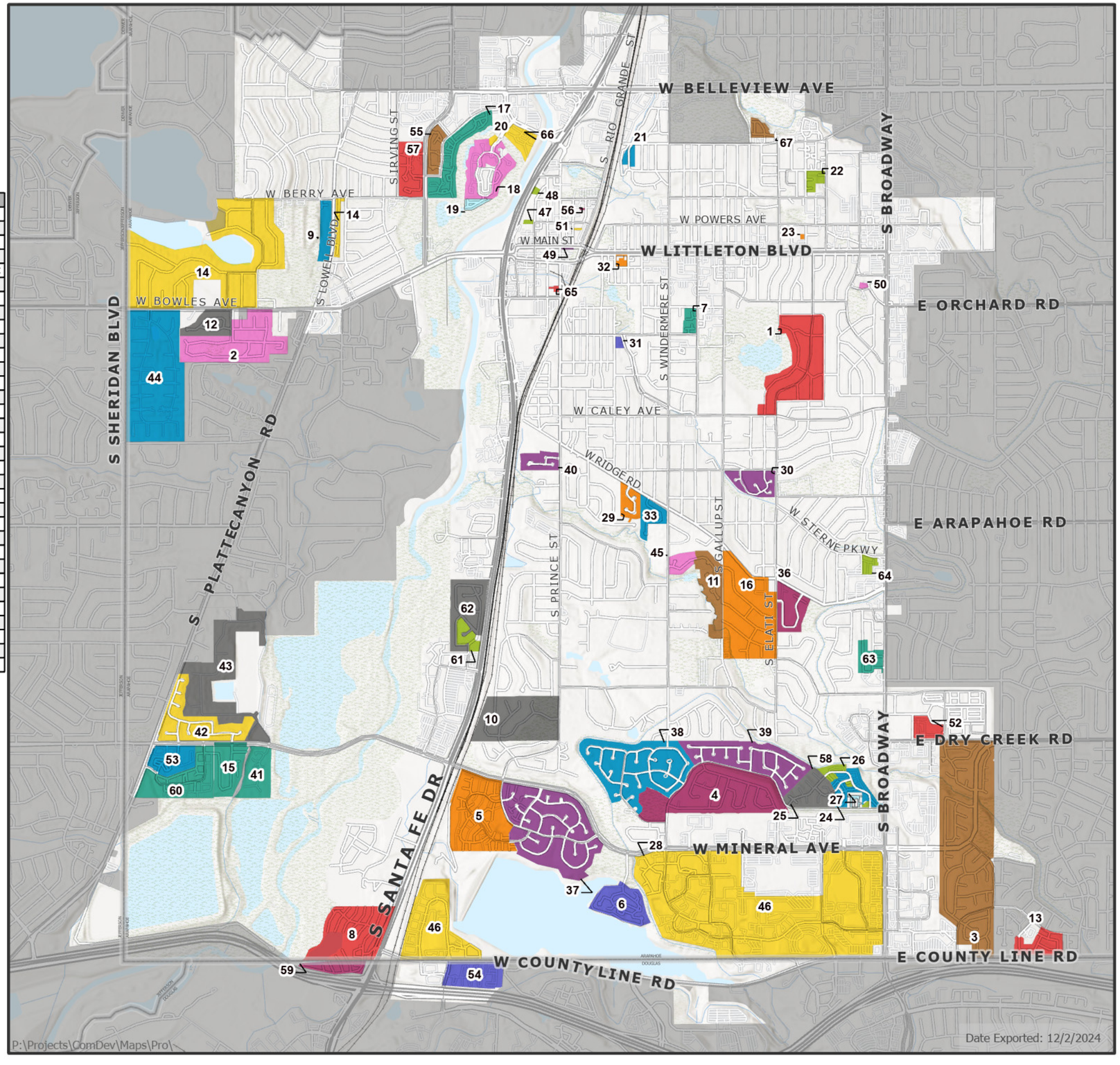
Littleton

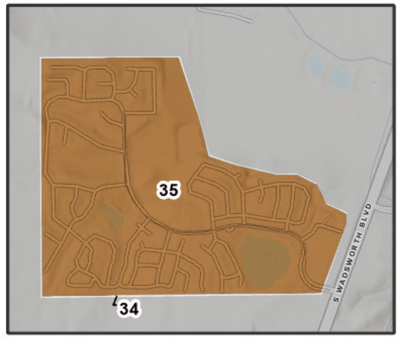
Map Updated: 10/18/2024

City of Littleton HOA Locations

Map Id	HOA Name
1	ABERDEEN VILLAGE HOA
2	HAMLET AT COLUMBINE HOA
3	OAKBROOK HOA
4	SOUTHBRIDGE 2 HOA
5	SOUTHPARK HOMEOWNERS ASSOCIATION NUMBER 2
6	PENINSULA HOMEOWNERS ASSOCIATION, INC.
7	VILLAGE AT LITTLETON HOA
8	WOLHURST LANDING OWNERS ASSOCIATION, INC.
9	THE CHATEAUX AT AURORA PARK HOMEOWNERS' ASSOC.
10	SUNSET II HOMEOWNERS ASSOCIATION
11	BRIAR RIDGE II HOA
12	HOWARTH FARM HOA
13	KENSINGTON RIDGE HOMEOWNERS ASSOCIATION, INC.
14	BOWMAR SOUTH HOA
15	OVERLOOK AT PLATTE VALLEY HOMEOWNERS ASSOCIATION
16	RIDGEVIEW HOA
17	STEEPLECHASE IV CONDOMINIUM ASSOCIATION, INC.
18	RIVERWALK MASTER ASSOCIATION, INC.
19	BELMONT AT RIVERWALK ONDOMINIUMS SUBDIVISION HOA
20	RIVERWALK ADULT CONDOMINIUM ASSOCIATION, INC.
21	PRESCOTT STREET H. O. A.
22	THE COLONY AT LITTLETON OWNERS ASSOCIATION
23	FOXSTREET CONDOMINIUMS OWNERS ASSOCIATION
24	SOUTHBRIDGE TERRACES HOMEOWNERS ASSOCIATION, INC.
25	SOUTHBRIDGE 7 HOMEOWNERS ASSOCIATION, INC.
26	SOUTHBRIDGE TOWNHOMES ASSOCIATION, INC.
27	JAMISON VILLAGE SUBDIVISION HOA
28	PINNACLE HIGHLINE HOMEOWNERS ASSOCIATION, INC.
29	THE RIDGE HOMEOWNERS ASSOCIATION
30	ASSOCIATION OF SHERMAN PARK HOMEOWNERS
31	STERNE PARK TOWNHOMES ASSN
32	LITTLETON STATION HOMEOWNERS ASSOCIATION
33	WINDEMERE RIDGE HOA
34	STAR CANYON HOMEOWNERS ASSOCIATION, INC.

Map Id	HOA Name
35	TRAILMARK HOMEOWNERS ASSOCIATION, INC.
36	SUNDOWN RIDGE HOMEOWNERS ASSOCIATION INC
37	SOUTHPARK HOMEOWNERS ASSOCIATION
38	KNOLLS AT SOUTHBRIDGE COMMUNITY ASSN INC
39	THE PRESERVE AT SOUTHBRIDGE HOMEOWNERS' ASSOC. INC
40	PRINCE STREET ESTATES HOMEOWNERS ASSOCIATION
41	SANCTURAY AT POLO RESERVE HOMEOWNERS ASSOC
42	MEADOWBROOK HOMEOWNERS ASSOCIATION
43	POLO RESERVE HOMEOWNERS ASSOC
44	COVENTRY HOMEOWNERS' ASSOCIATION
45	BRIAR RIDGE HOMEOWNERS ASSOCIATION, INC.
46	SOUTHPARK OWNERS ASSOCIATION
47	CURTICE VILLAGE HOA
48	PRINCE 6 CONDOMINIUMS OWNERS ASSOCIATION, INC
49	LITTLETON MAINSTREET TOWNHOMES
50	MOORE ACQUISITIONS
51	THE SYCAMORE CONDOMINIUM ASSOC., INC
52	PPF AMLI LITTLETON VILLAGE LLC
53	ALLIANCE RESIDENTIAL
54	HILINE @ LITTLETON COMMONS APARTMENTS
55	RRE CENTENNIAL HOLDINGS LLC
56	HILL STREET COMMONS LLC
57	TERRA VISTA AT THE PARK LP
58	SOUTHBRIDGE 7 HOA INC
59	WOLHURST ADULT COMMUNITY INC
60	CANYON CLUB HOA
61	ASPEN GROVE CONDOMINIUMS
62	WOLHURST LANDING HOA
63	HIGHLAND VISTA HOA
64	LITTLES CREEK TOWNHOMES
65	COTTONWOOD COURT CONDOMINIUM
66	GREENS @ RIVERWALK CONDO ASSOC
67	HICKORY PLACE CONDOMINIUMS





Littleton

0 0.25 0.5 1 Mile

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Section Comments

ID	Section	Staff Response
#3342	Section 10-3-2.2 CMU Lot and Building Standards	
Date:10/26/2024	How many proposed mixed-use developments has the city received since the ULUC was adopted (other than from SMHO)? Do you think these restrictive, unrealistic, counterproductive building heights have anything to do with it? Unless, of course, the goal is not to actually allow such a building type in downtown.	This topic is outside the scope of the current code amendment proposal. However, this is a topic that Planning Commission and City Council could consider in the future.
#3341	Section 10-2-3.2.M Townhouse Building Type	
Date:10/26/2024	Allow a minimum 80% building coverage max! Allow much smaller Build-to-zones! Allow much smaller rear setbacks! Allow much smaller Public Amenity/OPen Space and Tree Canopy Coverage %s! STOP PROHIBITING FLAT ROOFS!! THESE DEVELOPMENT STANDARDS, AS WRITTEN, MAKE IT NEARLY IMPOSSIBLE FOR NEW, MISSING MIDDLE HOMES, TO BE BUILT DOWNTOWN. If the city council wants to enable the missing middle then these standards must be written to enable them - not prevent them, which is what they currently do.	Staff will bring this up during the Planning Commission public hearing for discussion.
#3340	Section 10-2-3.2.L Multiplex Building Type	
Date:10/26/2024	If the city council is committed to encouraging more housing in the city, then these currently-suburban development standards must be revised. In a downtown area the setbacks should be much smaller, the amount of open space per lot should be much less and the heights should be much greater. This and all the other building-type- standards tables have earned the ULUC the "Bait and Switch Code" nickname. These standards are a thinly veiled, very effective attempt at stopping new neighbors from moving into the downtown area. How many applications for new homes in the downtown area has the city received since the ULUC was adopted???? I'd guess that many fewer were received compared to prior to the ULUC's adoption.	Staff will bring this up during the Planning Commission public hearing for discussion.
#3339	Section 10-1-1.7 Accessory Dwelling Units (ADUs)	
Date:10/26/2024	Thank you for removing the obvious barriers to ADU construction (all the roof slope/privacy/deck nonsense).	Thank you for your feedback.

ID	Section	Staff Response
#3338	Section 10-1-1.7 Accessory Dwelling Units (ADUs)	
Date:10/26/2024	B.3.c. should be revised so that "manufactured homes" is NOT included in the list of "temporary structures." The world of homebuilding is working to move to manufactured product as it is more resource, energy, and time efficient than stick-built construction.	“Manufactured home” has a specific definition that aligns it to the US Department of Housing and Urban Development’s definition of manufactured home. Staff believes the commenter is referring to “modular home,” which is different.
#3337	Section 10-1-1.3 Land Use Matrix	
Date:10/26/2024	Table Note #3. I've edited it for you. "Townhomes in MLR and SLR are only permitted to contain 3 or 4 primary dwelling units. Townhomes in ACR and LLR may have an unlimited number of dwelling units."	Staff will bring this up during the Planning Commission public hearing for discussion.
#3336	Section 10-1-1.3 Land Use Matrix	
Date:10/26/2024	Please please do the brave, right thing for Littleton and this region. Please do meaningful zoning reform and allow the missing middle in greater abundance throughout the city. What's proposed is inadequate and won't result in lots of new homes being built. These proposed changes are stingy and cowardly.	Thank you for your feedback.
#3335	Section 10-1-1.1 Base Districts	
Date:10/26/2024	The MLR district must allow townhomes and not just duplexes! Only allowing duplexes will not result in the substantial amount of housing that Littleton needs to get built. Allowing only duplexes is ineffective - unless, of course, that's the city's goal...to continue to protect the "status-quo" at the cost of all other things, people, and common goods.	3- or 4-unit townhomes are being proposed as permitted in MLR.
#3334	Section 10-1-1.1 Base Districts	
Date:10/26/2024	The ACR and LLR districts are the ones with the largest lots and can most easily accommodate more housing types. Tri, four-, five-, and six-plexes should be allowed. Please allow the missing middle, once and for all!!! Please allow the city to be economically integrated, once and for all.	Multiplexes, which contain 3 or 4 units, are now being proposed as permitted in ACR and LLR as well.
#3333	Height	

ID	Section	Staff Response
Date:10/24/2024	What if the grade is modified during construction? Shouldn't it be the original grade? In other cities I have seen builders take advantage of this kind of language to build out very tall basements and get an overall much taller structure.	For consistency across codes, the proposed definition copies of the definition of “height” found in the International Building Code and International Residential Code.
#3332	Subsec. 10-1-3.7.A Parking and Loading	
Date:10/24/2024	Why is parking not required for an ADU???? Does anyone (other than those pushing for this) actually believe that these people don't own, and use, a vehicle? Considering how bad public transportation is in the metro, personal transportation is required and since the city does not seem to be concerned about attracting business (other than minimum wage retail jobs), most working residents must commute to their work. Again, this is despite the proponents of this plan erroneously arguing that "everyone works from home" and "people can just take public transportation or ride a bike". Also, even if some individuals do take public transport or alternative transportation, I would venture a guess that the majority do own a vehicle and use it at some point, such as to go to the mountains to go ski, or camp, or hike, or take their bike to a trail, etc.	This is a requirement of the state ADU legislation.
#3331	Subsec. 10-1-3.7.A Parking and Loading	
Date:10/24/2024	I know the footnote #2 is language from HB24-1152 but really, why are we even bothering to come up with this exception? How many circumstances could this even apply to? I'd recommend removing it and simplifying the code. You don't HAVE to include it just because the bill said that was a possible exception.	This is a requirement of the state ADU legislation that we must include.
#3330	Subsec. 10-1-3.7.A Parking and Loading	
Date:10/24/2024	I know this isn't the point of these changes but our parking requirements are obscenely high. Parking requirements contribute to high housing costs, increased greenhouse gas emissions, and incentivize more vehicle miles traveled. We need to remove them from our code if we are serious about improving the housing crisis, and to support strong businesses in Littleton.	This topic is outside the scope of the current code amendment proposal. However, this is a topic that Planning Commission and City Council could consider in the future.
#3329	Section 10-1-1.7 Accessory Dwelling Units (ADUs)	
Date:10/24/2024	In 5(b) you should remove the "to the extent practicable" language as the privacy mitigation should be required. To allow otherwise is to completely ignore the neighbor's	Per the state ADU legislation, we cannot require standards that are more restrictive than a

ID	Section	Staff Response
	expectations of the property when they purchased. While it is fine to say people can do what they want with their own property - some consideration must be given to what the neighboring properties expected when they purchased as well.	single-family home in the same district.
#3328	Section 10-1-1.7 Accessory Dwelling Units (ADUs)	
Date:10/24/2024	For the most part these are great changes to support ADUs. However, I strongly believe all architectural compatibility standards in C.5. should be removed. This is not compliant with HB24-1152 and are discretionary standards that are impossible to quantify what "complements" and what qualifies as a privacy mitigation measure? These are exactly what the state bill was trying to get away from. Strongly suggest removing!	We are including language saying “as long as privacy mitigation does not include an architectural style, building material, or landscaping that is more restrictive than a single-family home in the same district” to ensure this isn’t considered a restrictive design, dimensional standard, or subjective standard and, thus, in violation of the state legislation.
#3327	Section 10-1-1.7 Accessory Dwelling Units (ADUs)	
Date:10/24/2024	ADUs should NOT be eligible for short term rentals. Residential neighborhoods should not be used for hotels.	Per our short-term rental regulations in Title 3 of the City Code, “Short term rentals are not permitted in ADUs that are detached either as the primary or non-primary unit. Only attached ADUs are allowed as applicable.” This topic is outside the scope of the current code amendment proposal. However, this is a topic that Planning Commission and City Council could consider in the future.
#3326	Section 10-1-1.3 Land Use Matrix	
Date:10/24/2024	I am very supportive of these use matrix changes to make duplexes and other missing middle housing types allowed in more zoning districts. Just a formatting point - why are there footnotes in the table rather than just putting that information into the standards for that use? It is a bit less user friendly to divide it up that way.	The footnotes are included so that a user can see some of the limiting provisions in one place (vs. clicking through different code provisions). The footnotes are also, generally, repeated in the specific code sections as well.

ID	Section	Staff Response
#3325	Section 10-1-1.7 Accessory Dwelling Units (ADUs)	
Date:10/24/2024	In Denver ADUS have different setbacks than houses and that is how in most cases they will be able to fit on existing lots. This makes sense to add density where there is vacant land where the ADU's can fit (in the setbacks). I think Littleton should consider this if they want to encourage density. In Denver the 20' rear setback is reduced to 10' for ADU's. I would think in urban areas with small lots this would encourage development.	ADUs are permitted to be built up to 5 feet from the rear property line; this is more permissive than what is permitted for primary dwelling units.
#3324	Section 10-2-3.2.K Single-Family Attached / Duplex Dwelling Type	
Date:10/24/2024	Will the number of stories for a Duplex be adjusted from 2.5? Possibly to 3?	Staff will bring this up during the Planning Commission public hearing for discussion.
#3323	Dwelling, Single-Family Attached / Duplex	
Date:10/23/2024	First sentence - "...means a principle residential structure, including a duplex or townhome..." - delete duplex since it has a separate definition.	Deleted.
#3322	Subsec. 10-1-3.8.B Bicycle Parking	
Date:10/22/2024	Add to design standards and entry to accommodate a minimum percentage of family/cargo bicycles	This topic is outside the scope of the current code amendment proposal. However, this is a topic that Planning Commission and City Council could consider in the future.
#3321	Subsec. 10-1-3.8.B Bicycle Parking	
Date:10/22/2024	C.4 needs more than 1 spot per 25 units!	This topic is outside the scope of the current code amendment proposal. However, this is a topic that Planning Commission and City Council could consider in the future.
#3320	Subsec. 10-1-3.8.B Bicycle Parking	
Date:10/22/2024	DMS needs more than 6 bicycle parking spots per block!	This topic is outside the scope of the current code amendment proposal.

ID	Section	Staff Response
		However, this is a topic that Planning Commission and City Council could consider in the future.
#3319	Subsec. 10-1-3.7.B Parking and Access in the DT Districts	
Date:10/22/2024	Remove the dictated parking minimums, developers and businesses know what they need.	This topic is outside the scope of the current code amendment proposal. However, this is a topic that Planning Commission and City Council could consider in the future.
#3318	Subsec. 10-1-3.7.A Parking and Loading	
Date:10/22/2024	Get rid of all the parking minimums; there's no data to support these minimums and they drive up costs for every type of development.	This topic is outside the scope of the current code amendment proposal. However, this is a topic that Planning Commission and City Council could consider in the future.
#3317	Subsec. 10-1-1.6.A Accessory Uses	
Date:10/22/2024	Update section 14 to align with HB24-1007 for residential occupancy limits, eg. A maximum of roomers/boarders is subject to limitation based on demonstrated health and safety standards, such as international building code standards, fire code regulations, or Colorado department of public health and environment wastewater and water quality standards; or Local, state, federal, or political subdivision affordable housing program guidelines.	Updates to the ULUC to comply with HB24-1007 will occur under a separate code amendment next year.
#3316	Subsec. 10-1-1.6.A Accessory Uses	
Date:10/22/2024	Add use for market garden, to allow sale of food crop items, using the same general list as for cottage food operations with modifications (modifications to item d - within the property lines of the residence, and h, conducted from within the residence or garden space) Replace 6e with single sign not to exceed certain size; people have been shot for knocking on the wrong door and a single small sign akin to a political yard sign should not be difficult to accommodate	This topic is outside the scope of the current code amendment proposal. However, this is a topic that Planning Commission and City Council could consider in the future.

ID	Section	Staff Response
#3315	Section 10-1-1.3 Land Use Matrix	
Date:10/22/2024	Update Agriculture and Animal Oriented uses entry for “Community Garden” to “Community or Market Garden” Add PS for Multiplex to ACR & LLR neighborhood uses	This topic is outside the scope of the current code amendment proposal. However, this is a topic that Planning Commission and City Council could consider in the future.
#3314	Section 10-1-1.1 Base Districts	
Date:10/22/2024	ACR, LLR, MLR, SLR should all state “single family detached, duplex, triplex, & quadplex residential”. If a lot can accommodate a duplex with each home at 3000 sq ft, then it can also accommodate a triplex at 2000sq ft each or a quad-plex at 1500 sq ft each.	This section has been now updated to reflect the permitted uses allowed in these zone districts as a result of the Oct. 22nd study session discussion.
#3313	Section 10-4-2.2 NB Lot and Building Standards	
Date:10/19/2024	I strongly urge that the code use the term "Unit" instead of "Family." It should be "Single-Unit Detached" and "Multi-Unit Dwelling." The term "family has no real semantic value in housing terminology. A family could be 14 individuals... or 2... "Family" suggests "multiple individuals" even though each unit of housing might contain a single person. Global search and replace?	The ULUC does not define family. Staff will bring this up during the Planning Commission public hearing for discussion.
#3312	Section 10-1-1.3 Land Use Matrix	
Date:10/18/2024	Yes to all of these changes! Duplexes and townhomes in our residential areas!!	Thank you for your feedback.
#3311	Subsec. 10-4-3.2.A Cottage Court Community	
Date:10/18/2024	I love this addition!	Thank you for your feedback.
#3310	Section 10-1-1.3 Land Use Matrix	
Date:10/18/2024	Please expand the availability of triplexes and multiplexes.	Multiplexes, which contain 3 or 4 units, are now being proposed as permitted in ACR and LLR as well.
#3309	Section 10-1-1.1 Base Districts	

ID	Section	Staff Response
Date:10/18/2024	I would like to see MLR either removed or edited to include triplex and multiplex options.	This section has been now updated to reflect the permitted uses allowed in these zone districts as a result of the Oct. 22nd study session discussion.
#3308	Section 10-1-1.7 Accessory Dwelling Units (ADUs)	
Date:10/14/2024	ADUs should be allowed to be "sold separately from the principal dwelling. If the goal of city is to expand home types AND expand home ownership, why restrict ADUs from sale?	Staff will bring this up during the Planning Commission public hearing for discussion.
#3307	Section 10-1-1.7 Accessory Dwelling Units (ADUs)	
Date:10/14/2024	We should permit administrative approval of ADUs without Historic Preservation Commission review in "Historic Districts". These districts are broadly boundaried and have many non-historical buildings within the boundary. If the ADU is built on a parcel with a historic landmark building, then it should go to HPC for review.	Staff will bring this up during the Planning Commission public hearing for discussion.
#3306	Subsec. 10-1-1.6.A Accessory Uses	
Date:10/14/2024	Link to "overnight accommodations" definition is not working (see: 13. d. 1)	Thank you for your feedback. The link should work in the final version of the code.
#3305	Section 10-1-1.3 Land Use Matrix	
Date:10/14/2024	I'm glad to see Cottage Courts being allowed on more residential parcels. Thank you for expanding this. Please add triplex/quadplex to the Specific Use column for "Duplex"	Thank you for your feedback. A triplex/quadplex would fall into the multiplex or townhome categories depending on how the units are configured.
#3304	Section 10-1-1.1 Base Districts	
Date:10/14/2024	I'd prefer the residential districts list "triplex" and "quadplex" along with duplex. We need more small scale housing types and the bigger parcels, especially, could easily accommodate triplexes and quadplexes.	Thank you for your feedback. A triplex/quadplex would fall into the multiplex or townhome categories depending on how the units are configured.
#3303	Subsec. 10-4-3.2.B Duplex and Twin Home Conversion	

ID	Section	Staff Response
Date:10/14/2024	Why must "At least one entrance must directly face the street"? Having one entrance face the street doesn't help anybody looking for a different unit, and if one unit can survive without facing the street I don't see why all units cannot do the same. There are single family homes whose entrances do not face the street, and they seem to do just fine.	This is a design standard requested by some City Council members.
#3302	Section 10-4-2.2 NB Lot and Building Standards	
Date:10/14/2024	It looks like lot sizes, maximum heights, and minimum setbacks have not changed except for the newly added housing types. Isn't there an opportunity to house more people on existing, smaller lots?	Staff will bring this up during the Planning Commission public hearing for discussion.
#3301	Section 10-2-3.2.L Multiplex Building Type	
Date:10/14/2024	Why must multiplexes be limited to four residential units? Are we precluding even more dense housing from being built?	The ULUC categorizes a building that contains 5 or more primary dwelling units in it as “multi-family residential.” One of the purposes of the NHO code amendment is to encourage housing that does not fall into the multi-family category.
#3300	Subsec. 10-1-3.8.B Bicycle Parking	
Date:10/14/2024	Is the threshold of 15 / 50 vehicle parking spaces before bicycle parking requirements kick in too high? Why do Corridor Mixed (CM), Multi-Family Residential (MFR), Business Center (BC), and Industrial Park (IP) not have any bicycle parking requirements for residents or employees, regardless of parking spaces?	This topic is outside the scope of the current code amendment proposal. However, this is a topic that Planning Commission and City Council could consider in the future.
#3299	Section 10-1-1.1 Base Districts	
Date:10/14/2024	Why limit so many districts to single-family & duplexes? If the buildings meet building & safety codes, why not allow builders the option to create a triplex, or fourplex? Why not allow citizens & families to choose those in a free market?	This section has been now updated to reflect the permitted uses allowed in these zone districts as a result of the Oct. 22nd study session discussion.
#3298	Section 10-4-2.2 NB Lot and Building Standards	

ID	Section	Staff Response
Date:10/12/2024	Delete the entire table of 10-4.2.2. This table guarantees my generation and my daughter's generation won't have a chance of home ownership. At the very least make the minimum lot twice as small, the maximum height twice as high, and delete the rest. We have decades of boomer created housing shortage to reverse.	Staff will bring this up during the Planning Commission public hearing for discussion.
#3297	Section 10-2-3.2 DT Standards of Design	
Date:10/12/2024	Overall the proposed changes are extremely limited. I suspect this wouldn't even relegalize a large portion of the housing stock that currently exists in Littleton. In general, the restriction on private property rights imposed the ULUC favors inflated housing prices that only benefit the people born before 1980 or those that came in to the world with rich parents. The proposed changes are so small they almost seem performative. I would be shocked if an additional 100 units were added through these changes over the next 5 years.	Thank you for your feedback.
#3296	Subsec. 10-1-3.7.B Parking and Access in the DT Districts	
Date:10/12/2024	Given this section only applies to larger lots, just delete the entire thing. We shouldn't have large lots in downtown littleton in order to maintain it's character.	This topic is outside the scope of the current code amendment proposal. However, this is a topic that Planning Commission and City Council could consider in the future.
#3295	Subsec. 10-1-3.7.B Parking and Access in the DT Districts	
Date:10/12/2024	Regarding A.1, delete the mention of bicycle parking as DMS is literally excluded in 10-1-3.8B. Let's not pretend this section is about anything but cars.	This topic is outside the scope of the current code amendment proposal. However, this is a topic that Planning Commission and City Council could consider in the future.
#3294	Subsec. 10-1-3.8.B Bicycle Parking	

ID	Section	Staff Response
Date:10/12/2024	Rename the section 10-1-3.8 Alternative Mobility to 10-1-3.8 Human Centered Mobility Alternative implies that cars are the only rational way to get around, which is very upsetting to those of us who have realized that auto-centric development is guaranteed to be financially insolvent.	This topic is outside the scope of the current code amendment proposal. However, this is a topic that Planning Commission and City Council could consider in the future.
#3293	Subsec. 10-1-3.7.A Parking and Loading	
Date:10/12/2024	The minimum parking column in table 10-1-3.7.A.1 should be deleted. Developers are more than capable of deciding how much parking to offer so as to secure an economically viable product for both themselves and future buyers. Additionally, the minimum parking requirements are absurdly high. Even Parker allowed multifamily construction with less parking. Minimum Parking requirements are greatly reducing my hope for the future by ensuring development is economically unviable. Delete all mentions of parking space size requirements.	This topic is outside the scope of the current code amendment proposal. However, this is a topic that Planning Commission and City Council could consider in the future.
#3292	Subsec. 10-1-3.8.B Bicycle Parking	
Date:10/12/2024	It is really frustrating that the area of town that would benefit the most from bicycle parking, the DMS district, is exempted from this section of the code. Millenials, Gen Z, etc do not like driving cars and would prefer the opportunity to not worry about parking. 1 car space can park 20+ bicycles, which is a net benefit for business owners.	This topic is outside the scope of the current code amendment proposal. However, this is a topic that Planning Commission and City Council could consider in the future.

Cory Palmeiro – [redacted]

December 11th, 2024

Attn: Mayor Kyle Schlachter
City of Littleton
2255 W. Berry Avenue
Littleton, CO 80120

Re: Zoning Amendment Concerns

Mayor Schlachter,

My name is Cory Palmeiro, and I reside at [redacted]. I moved to Littleton with my wife and two teenage sons in June of 2023. Prior to that we resided in Denver Proper. We are so happy with the decision to move here and have come to love Littleton with everything it has to offer.

I heard about the resent zoning amendments coming up for city council approval and wanted to voice some concerns and suggestions. This letter is not to complain but more to inform how the proposed changes will affect my neighborhood at Front Range Rd and others like it.

First though, a little about myself. I am a developer and builder of multi-family residential units who moved to Colorado in 2003. Over my 20-year career here I have been involved in constructing over 1.5 billion dollars of placed assets representing 10,000+ units in and around the Denver Metro. I also developed and built numerous row home communities, duplexes, quads, etc., in multiple Denver neighborhoods throughout the years. Simply put, I have ample experience with the types of development the city proposed zoning changes will impact.

I agree with the goal of providing more middle-income housing opportunities for Littleton by lowering its zoning restrictions and giving developers / homeowners more options on what can be done with lots. The blanket changes being proposed though give me pause and concern. I assume the city has made the proposed changes broad and "all encompassing" because they cannot show favoritism to certain neighborhoods. I get that certain neighborhoods like mine cannot get waived because homes may be of higher value, or the residents do not agree with how the changes might affect them. <u>The city is missing a key point though and that is of "functionality" to certain neighborhoods.</u> Littleton has a few unique pocket communities that simply function differently than the norm and Front Range RD is one of those.

Front Range Road is made up of 54 LLR and ACR single family homes. (See attached Map) We have one artery road into and out of our community. This provides the luxury of children free to ride bikes or people walking dogs without consistent car traffic. Our community is going through a transition of older couples selling their homes to younger families moving in so typically they always have 2 to 3 homes in a state of sale. The blanket changes proposed to LLR and ACR lots will enable developers like me to scrape existing single-family homes and maximize the lots with up to four new residences. This overtime will increase our community by 400% with the only consistent variable being anyone entering or exiting the community only has **<u>one road</u>** to do so. This **WILL** create a negative impact on our quality of living here and end what makes our community special.

I heard many council members say "this will take time" "the effects will be gradual" "It cost too much to scrape" etc. <u>They are wrong.</u> This **WILL** start happening immediately. To prove my point, I took a ACR Lot located at 600 Front Range Rd valued at $1,500,000 (see attached blow up). It is a 1.98 ACRE lot. I created a proforma (also attached) of what I or a person in my profession would do with this lot given the

opportunity. As you can see, in the range of 1.5-1.8 million it's still quite profitable to scrape one of these big lot homes and put up 4 attached smaller luxury homes. Especially with all the folks wanting to move out of Denver.

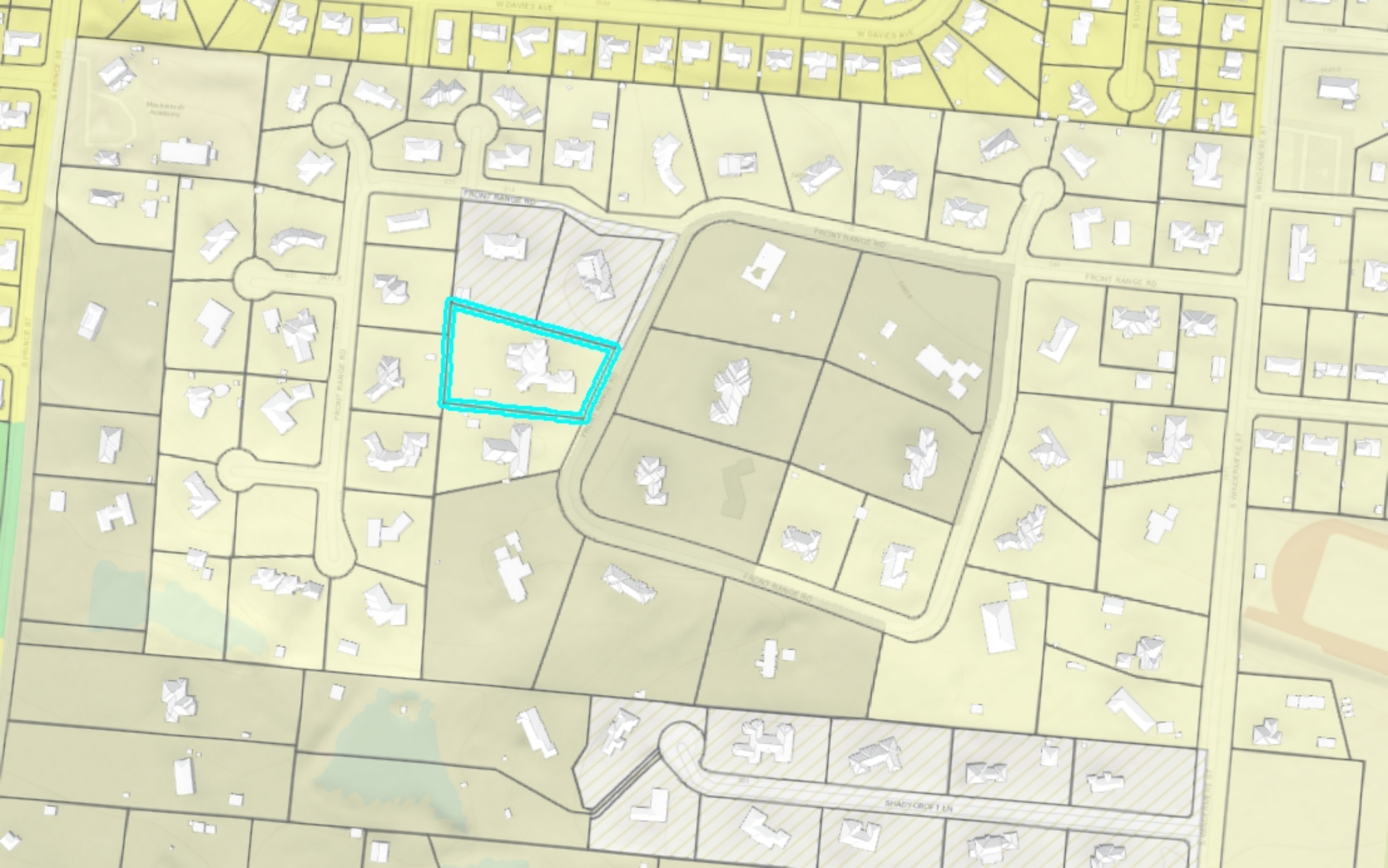
We have like 3 or 4 lots at Front Range ready to get bought up by developers like me and I promise at these price points it will happen should this amendment be passed as its proposed. This would work fine in neighborhoods having multiple access points from major streets but its not right to take the neighborhoods that were originally designed for a set amount of people that have only one entrance point. Our neighborhood was not designed to "function" with four times the people currently living in it.

I ask that you exclude neighborhoods that include twenty or more Lots with only a single access point from these proposed zoning amendments by creating a new residential zoning category specifically for Lots under this condition.

Please let me know if you have any questions or want to discuss this further. I plan to be present at the January 7th hearing. Thank you for all the challenging work you put into our great city!

Sincerely,

Cory Palmeiro
[redacted]


W DAVIES AVE
FRONT RANGE RD
S PRINCE ST
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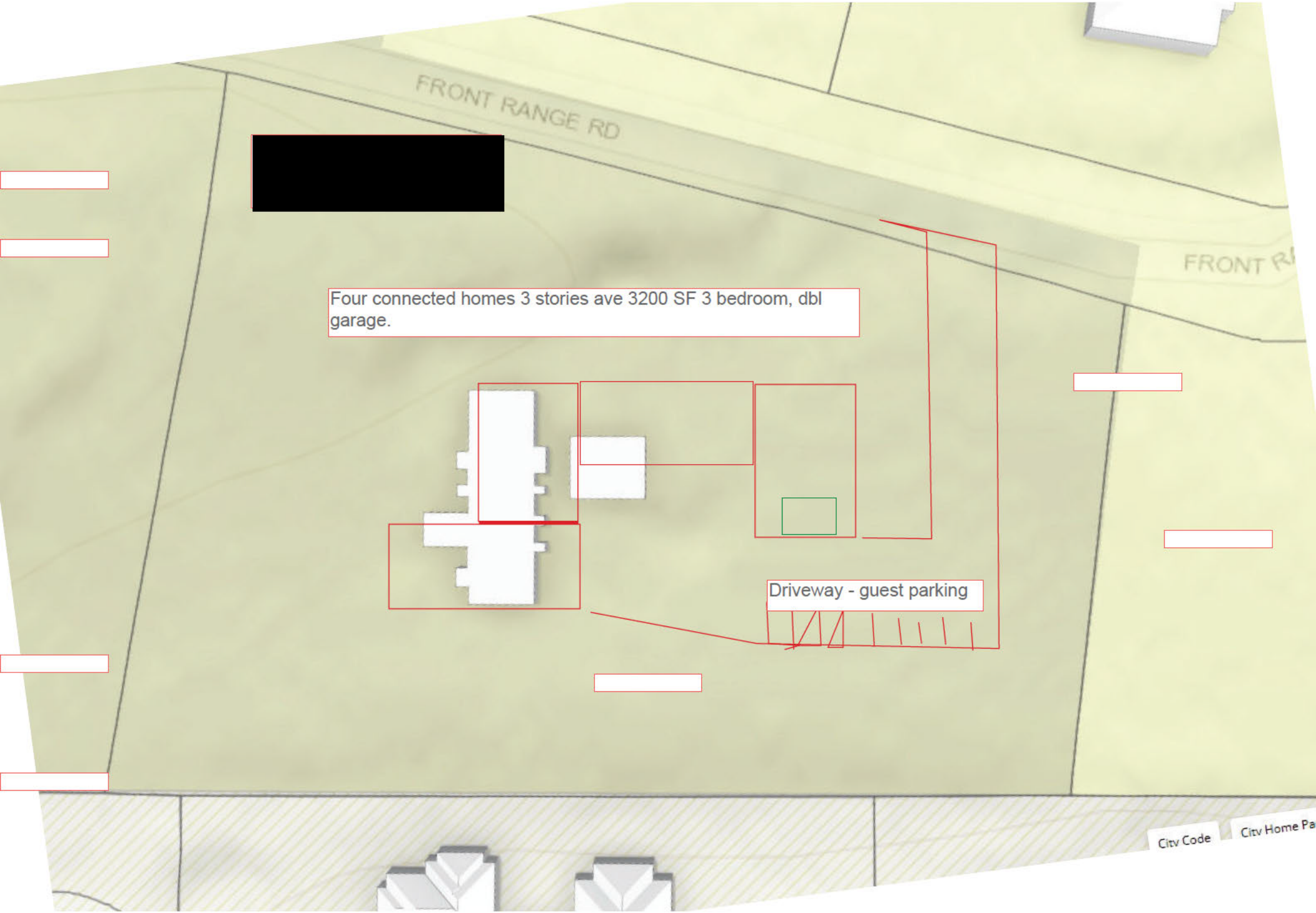

FRONT RANGE RD
[redacted]
Four connected homes 3 stories ave 3200 SF 3 bedroom, dbl garage.
Driveway - guest parking
City Code
City Home Pa

[redacted]

TYPE	FLOOR PLAN	NO. OF UNITS	UNIT MIX	SQ. FT. PER UNIT	TOTAL SQ. FT.	SALE PRICE PER UNIT	TOTAL SALES	PRICE PER SF
600 FR 1	TH	1	25.00%	3,200	3,200	1,600,000	1,600,000	500
600 FR 2	TH	1	25.00%	3,200	3,200	1,600,000	1,600,000	500
600 FR 3	TH	1	25.00%	3,200	3,200	1,600,000	1,600,000	500
600 FR 4	TH	1	25.00%	3,200	3,200	1,600,000	1,600,000	500
					-	-	-	
	Total	**4.00**	**100.00%**	**3,200**	**12,800**	**1,600,000**	**6,400,000**	**500**

[redacted]

4 attached 3200 SF homes

Total SF	12800
NO of Units	4

INVESTMENT	Per SF	Per Unit	Total
1. Soft Cost	$15	$48,000	$192,000
2. Hard Cost	$250	$800,000	$3,200,000
3. Marketing Cost	$1	$3,200	$12,800
4. Construction Loan Cost	$10	$32,000	$128,000
5. Land Cost	$118	$377,600	$1,510,400
6. Holding Cost After Completion	$3	$9,600	$38,400
7. Closing Costs Units	$4	$12,800	$51,200
8. Misc. Contingency	$5	$16,000	$64,000
9. Interest Carry Cost	$8	$25,600	$102,400
Total Cost of Project	$414	$1,324,800	$5,299,200
Total Cost of Project (Minus Closing Costs Paid at Table)	**$410**	**$1,312,000**	**$5,248,000**

Sales Pro Forma Summary	
Total Sales $500 per SF of Home	$6,400,000
Less: Cost of Project	$5,299,200
Gross Profit	**$1,100,800**
Gross Profit Margin	**20.77%**
Gross Profit Per Unit	**$275,200**

Colleen Norton

From: Jennifer Schmidt [redacted]
Sent: Monday, December 16, 2024 12:31 PM
To: Colleen Norton
Subject: comments for Council 12/17/24 meeting

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

Dear City Council,

Thank you for listening to our comments and concerns. When my husband and I purchased our home in Littleton 10 years ago we were moving from the City of Denver where we were in a re-zoning battle with the City council. We called the city and talked to the neighbors about how responsive City Council in Littleton is to their constituents because we felt so unheard in our last home. We studied the zoning thoroughly and determined that, the City of Littleton and the large lot on Shadycroft Drive would be a great investment, despite the stretch on our budget.
However, we are concerned about the upcoming rezoning to the City of Littleton. We do not want to see mulit-family units (town-homes or quad-plexes) in our old farmland street. We invested in this community for the serenity and the farm-like feel of the street. It was an intentional investment and we would like the zoning of our particular area to be intentional as well. We do not want to be lumped in with the rest of the city in a sweeping re-zoning. We have been carved out from the start and have had different criteria for our street than the rest of the city for years (not repaving, no city lights, farm animals allowed, etc). Our zoning is currently different and we hope that when looking at the maps you consider our differences and bring our residents in to allow us to help guide SMART growth in this area rather than a sweeping city-wide rezoning.

Thank you-

Jennifer Schmidt
[redacted]

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

Colleen Norton

From: Amanda Lordan [redacted]
Sent: Monday, December 16, 2024 4:33 PM
To: Colleen Norton
Subject: Zoning Feedback - 12/17 meeting

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

Hello I just wanted to take a quick moment to submit my feedback regarding the issue of rezoning in the city of Littleton to allow for multiplex units etc in single family zoning areas (LLR/ACR etc). This is being discussed at the meeting tomorrow and I was told the emails are considered as if I was able to attend in person.

I am very concerned about the proposed change in zoning - I don't think it would be a good change for the city. We have purchased properties and have specific neighborhood feels we enjoy in part due to zoning protections. "Upzoning" eliminates decades of methodical city planning and introduces a whole host of problem and impacts for existing neighborhoods. It also makes larger lots especially much more risky for average Littleton home owners (vs developers who don't value the community feel as much) to purchase when there is the possibility that large housing complexes can be right next door with no ability to prevent them. At minimum I believe the city should have a much longer period of study with more evidence of where exactly changes would be seen and what they might look like on a larger scale, ideally with maps of impacted areas across the city.

My requests in order would be 1) don't do anything, our city neighborhoods are great! Failing that 2) focus on working thru logistics to allow a single detached ADU on a wider range of properties. This would offer greater zoning protections while still giving an opportunity for additional housing on lots not necessarily geared over single family (a single ADU has much less of an impact then a quad plex). I'd also suggest 3) reworking commercial properties to be more mixed use if more quad plexes or townhomes are desired.

I believe this council has a duty to both grow and protect our city - changing the zoning in the manner currently proposed does not balance a controlled growth plan while maintaining and protecting our existing neighborhoods. For this reason I am very opposed to the changes being discussed.

Thank you for your consideration,
Amanda Lordan

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

Colleen Norton

From: Erin Roethlisberger [redacted]
Sent: Tuesday, December 17, 2024 11:48 AM
To: Colleen Norton
Subject: in favor of the proposed up zoning

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

Dear Mayor Schlachter and Members of City Council,

As a Littleton resident and member of the planning council, I have spent extensive time reviewing these zoning changes and want to state that I am unequivocally in favor of adopting them.

I hear fears of greedy developers buying up and scraping every house to build a 4-plex, with some (questionable*) math to suggest how profitable this would be even on a $1.5M lot; but the $1.5M cost comes from a property (500 Rangeview Dr.) that was bought and scraped to build **a new SFH**. Given that individuals are already paying these prices, why the fear that only developers would be buying these in the future? And you don't have to be nefarious property developer to realize that the profit margin on the conversion of a $1.5M property for 4 townhomes is going to be less than a comparable conversion on an $800k lot, an alternative likely to be preferable to buyers as well, as large lots will come with more maintenance and higher property taxes in the long run.

I've read complaints that the desire to increase inventory is because Councilmember Peters is a realtor, but I read with some amusement these charges were leveled by folks whose emails imply a company affiliation with oil and gas. Preventing upzoning pushes developments further and further out, encouraging a car-dependent society and increasing transportation costs for communities and individuals – probably a great thing if you've got stock in oil and gas companies though!

'But what about my property values?!' High property values only benefit when selling, and most of us are looking for a place to **live**, not to sell. Lower property values means lower property taxes – or at least a slower rate of increase with a broader tax base. I'd love additional residents to help fund our schools and first responders, and the maintenance and care of our city. People can buy these units rather than rent, meaning they'll be people who are invested in Littleton and it's quality of life.

There won't be radical, sweeping changes, because again, most of us are looking for places to live, not to flip. Redevelopment of properties is naturally limited by the number of sellers, and the market competition for the property (the demand for single-unit houses is not going to disappear!). In a comprehensive study on the effect of zoning reforms like those being proposed here, a 0.8% increase in housing supply was observed in 3 to 9 years following passage; albeit a seemingly minor increase, positive impacts were seen across the affordability spectrum (1). I cannot bring myself to believe that a 0.8% increase in housing supply, in a city that already has duplexes, triplexes, quad-plexes and townhomes in existence, is going to somehow destroy the ''character" of Littleton.

Relaxing these zoning regulations will mean change. But it also means young professionals can establish themselves and their families in Littleton, seniors can downsize and stay in the city they love, and people who already work in Littleton don't need to spend hours commuting back and forth to reach an affordable home. It means allowing Littleton to evolve the way it did in the past, without the onerous zoning regulations enacted in the 1970s.

Do not let the most affluent residents of Littleton deny housing for others. Everyone starts their climb somewhere, but only a few try to pull the ladder up after themselves.

Sincerely,

Erin Roethlisberger

[redacted]

*If you know of a builder who can offer $410/sqft for a new build, please put me in touch with them. My own research in planning for a remodel and extension puts costs at $550/sqft for new construction, so I expect this lower figure is only applicable to the large scale apartment complexes that are ***not*** included in this zoning change.

(1) https://www.urban.org/research/publication/land-use-reforms-and-housing-costs

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

Colleen Norton

From: [redacted]
Sent: Tuesday, December 17, 2024 3:52 PM
To: Colleen Norton
Cc: Jerry O'Grady
Subject: Proposed zoning changes

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

Littleton City Council members

I, along with Jerry O'Grady, are residents of Littleton and recently learned of the proposed zoning changes and planning meeting being held on December 17th. I am unable to attend the meeting, but wanted to express a few thoughts.

I appreciate the CIty Council being thoughtful about housing and density and the impact to the city of Littleton and its residents. Littleton has a variety of housing options and density within the city limits. I understand the need for different levels of density and affordability for home ownership within Littleton. I don't think that means every area or neighborhood needs to allow for multiplexes. One of the many benefits of living in Littleton is there are areas with higher density and areas that do not allow multiplexes, but only single-family homes.

We moved from a densely populated area in Denver seven years ago to LIttleton, partially because of the benefits of single-family homes and the current zoning which did not allow for building additional housing on the properties within our area of Littleton. Living in a townhouse in Denver was a great experience during that time, but is not what we would choose today. Having the option of a single-family home only within Littleton is very important to us. Allowing mutltiplexes to be built in our neighborhood would change that.

As I have just learned of the proposed changes, I have not had the opportunity to review the specific language and changes being proposed and would like to have the opportunity to do so and provide further comment at a later time.

Please consider all comments from the residents before making any zoning changes.

Thanks very much for the opportunity to express my views.

Arleen Starr
Jerry O'Grady
[redacted]

Staff Communication

File #: Resolution 127-2024, **Version:** 1

Agenda Date: 12/17/2024

Subject:
Resolution 127-2024: Approving a second amendment to the Professional Services Agreement between the City of Littleton and David Evans and Associates, Inc. for design services on the County Line Road Shared Use Path Connections Project

From:	James L. Becklenberg, City Manager
Prepared by:	Brent Soderlin, Public Works & Utilities Director
	Brent Thompson, City Engineer
Presentations:	N/A

PURPOSE:
Does council support approving an amendment to the Professional Services Agreement with David Evans and Associates, Inc. for design services on the County Line Road Shared Use Path Connections Project?

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

DISCUSSION:
The County Line Road Shared Use Path Connections Project includes pedestrian and bicyclist safety and accessibility elements to connect the existing bike lanes along Southpark Lane to the High Line Canal Trail and C470 Trail, as well as provide missing bicycle and pedestrian facilities along County Line Road.

City staff solicited the services of David Evans and Associates (DEA) for design of this multimodal project in 2023. A contract was executed for the first phase of the project, conceptual design, in May 2023. The contract was intentionally phased to ensure that the final design scope and fee accurately reflected the anticipated design workload, which would be determined by the preliminary design. Projects of this nature, particularly those involving federal funds, often take 18-24 months to design. Phasing the design of this project is fiscally responsible, as it avoids encumbering funds that would not otherwise be used until a subsequent fiscal year, thereby freeing those funds for current-year projects. The final design amendment was approved by council in April 2024.

The preliminary design was completed earlier this year, and the project team is nearing the end of the final design phase. This amendment is needed to cover additional work performed by DEA related to bike and pedestrian safety improvement design at Elati Street and County Line Road, as well as unanticipated work required for CDOT's right-of-way plan review process and additional budget to advance this project through the CDOT review process to construction. DEA refined the design scope and fee for the final design, and a contract amendment is necessary to proceed with these services. If council approves this resolution, staff will continue design preparation and work toward constructing the project, which is anticipated for 2025-2026.

BACKGROUND:
Littleton is fortunate to have many regional trails running through the city; however, some areas are lacking good connections to those facilities. This project will improve connectivity at the southern end of the city by filling some existing gaps along County Line Road, between Broadway and Southpark Lane, and improving access between the High Line Canal Trail, the C-470 Regional Trail, and an existing trailhead parking lot.

The C-470 Regional Trail is an incredible amenity over 30 miles long, which provides connections from Golden to Parker, including access to such destinations as Lookout Mountain, North Dinosaur Park, Chatfield State Park, and Cherry Creek State Park, and connections to many other regional trails, including Bear Creek Trail, Mary Carter Greenway, and Cheery Creek Trail. This project places focus and provides an important connection in Littleton via north-south routes.

There is currently no clear bike connection between where the bike lane ends at the Southpark Lane and County Line Road intersection to the High Line Canal Trailhead southwest of that intersection. This trailhead provides access to the High Line Canal Trail and the C-470 Trail. Additionally, enhanced multimodal improvements are planned for Southpark Lane (protected intersection) and Broadway (shared use path), but there is a need for a defined and safe facility along County Line Road between the two roadways and to provide a connection to the High Line Canal Trailhead for multimodal users. The proposed expanded multimodal facility along County Line Road will also support multimodal access to planned recreational facilities (pickleball courts) on adjacent properties owned by the South Suburban Parks and Recreation District. The existing intersection of the High Line Canal Trail and the C-470 Trail needs safety improvements. Trail conditions have deteriorated, users must navigate challenging horizontal and vertical trail geometrics, and speed differentials exist for bicyclists traveling in varying directions.

The County Line Road Shared Use Path Project is funded through DRCOG's Transportation Improvement Program (TIP) which is a program to fund regionally significant projects, especially those aimed at improving multimodal facilities and operations. The TIP grant provides $3,330,000 in construction funding, with 80% federal and state funding ($2,700,000) and 20% local agency match ($630,000).

Prior Actions or Discussions
An IGA with CDOT for design and construction of the County Line Road Shared Use Path Connections Project was approved by city council as Resolution 88-2023 on August 15, 2023.

The first amendment to the Professional Services Agreement with David Evans and Associates, Inc. was approved by council with Resolution 44-2024 on April 2, 2024.

FISCAL IMPACTS:
The original contract with David Evans and Associates was split into phases. The first phase for preliminary design was $361,219.00. The fee for the first Amendment to the Professional Services Agreement for final design services was $246,700.00. The fee for the second amendment for additional conceptual and final design at Elati Street, additional survey, and additional right of way plans and legal descriptions is $108,185.00. In aggregate, the total contract value will be $716,104.00. This contract amendment will be funded from Multimodal Impact Fees. Pursuant to the city's Procurement Policy, all contracts exceeding $500,000 must have council approval.

STAFF RECOMMENDATION:
Staff recommends approval of the Professional Services Agreement Amendment.

ALTERNATIVES:
If this contract amendment is not approved, design on the County Line Road Shared Use Path Connections Project will not proceed. In accordance with the intergovernmental agreement executed with CDOT for this project, the project must be advertised for construction by September 2025. Therefore, any delay of design could place project grant funding at risk.

PROPOSED MOTION:
I move to approve Resolution 127-2024 approving a second amendment to the Professional Services Agreement between the City of Littleton and David Evans and Associates, Inc. for design services on the County Line Road Shared Use Path Connections Project.

CITY OF LITTLETON, COLORADO

Resolution No. 127

Series, 2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LITTLETON, COLORADO, APPROVING A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LITTLETON AND DAVID EVANS AND ASSOCIATES INC. FOR DESIGN SERVICES ON THE COUNTY LINE ROAD SHARED USE PATH CONNECTIONS PROJECT

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

WHEREAS, the city entered into an agreement with David Evans and Associates Inc. ("Contractor") on May 1st, 2023, for professional services related to the County Line Road Shared Use Path Connections Project ("Agreement"), as amended on April 2, 2024 for additional design services ("First Amendment"); and

WHEREAS, the city and Contractor desire to further amend the Agreement as set forth within Exhibit "A" to include a revised scope of work, with an increase to the total value of the Agreement, placing the aggregate amount over the threshold stated herein.

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

Section 1. The Littleton City Council hereby approves the Second Amendment to the Agreement by and between the City of Littleton and David Evans and Associates Inc. dated May 1, 2023, for the County Line Road Shared Use Path Connections Project, in substantially the same form attached hereto as Exhibit "A," and authorizes the mayor to execute the same on behalf of the City of Littleton.

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

INTRODUCED, READ AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Littleton, Colorado, on the 17th day of December 2024, at 6:30 p.m. at the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

ATTEST:

_____
Colleen L. Norton
CITY CLERK

_____
Kyle Schlachter
MAYOR

APPROVED AS TO FORM:

_____
Reid Betzing
CITY ATTORNEY

CITY OF LITTLETON
AMENDMENT #2 TO PROFESSIONAL SERVICES AGREEMENT

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("Amendment") is entered into by and between **DAVID EVANS AND ASSOCIATES, INC.** whose business address is 2100 S River Parkway, Suite 100, Portland, Oregon 97201 (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 and Contractor entered into a certain Professional Services Agreement (the "Agreement") effective May 1, 2023, as amended on April 10, 2024; and

WHEREAS, the Parties desire to amend the Agreement to add scope and fees for additional conceptual and final design at Elati Street, additional survey, and additional right-of-way plans and legal descriptions.

NOW, THEREFORE, in consideration of the benefits and obligations of this Agreement, the Parties mutually agree as follows:

1. Additional Scope/Cost: Contractor shall provide, and the City shall compensate Contractor for, the additional services as described on the attached Scope of Services, **Exhibit B-2**. Exhibit B-2 is incorporated herein. Exhibit A to the Agreement, Section 3.B., "Time and Material", is hereby amended to read:

   "B. Time and Material: The Contractor shall perform the Services described in Exhibit B and Exhibit B-2 and shall invoice the City for work performed based on the rates and/or compensation methodology described in Exhibit B and Exhibit B-2. 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 **$716,104.00**. 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."

2. No other terms and conditions of the Agreement are modified except as provided in this Amendment.

3. The individuals executing this Amendment represent that they are expressly authorized to enter into this Amendment on behalf of the City and the Contractor and bind their respective entities.

THIS AMENDMENT is executed and made effective as provided above and as of the last dated signature below.

CITY OF LITTLETON, COLORADO

_____
Kyle Schlachter
MAYOR

ATTEST

_____
Colleen Norton
CITY CLERK

APPROVED AS TO FORM:

_____
Reid Betzing
CITY ATTORNEY

CONTRACTOR

_____
Sara Ciasto
SENIOR ASSOCIATE/SENIOR PROJECT MANAGER
Date:_____

Exhibit B-2

SCOPE OF SERVICES- AMENDMENT #2

COUNTY LINE ROAD SHARED USE PATH CONNECTIONS

NOVEMBER 2024

Introduction

This scope defines services to be provided by David Evans and Associates, Inc. herein referred to as "DEA" and "Consultant" (inclusive of DEA subconsultants) for a Transportation Improvement Project (TIP) project administered by the Denver Regional Council of Governments (herein referred to as "DRCOG") and managed by the City of Littleton (herein referred to as the "City"). This project will design multimodal upgrades along County Line Road between Broadway and the High Line Canal trailhead as well as improvements along approximately 0.2 miles of the High Line Canal Trail in Littleton, CO. This amendment includes scope and fee to perform additional conceptual and final design at Elati Street, additional survey, and additional right of way plans and legal descriptions.

Task 1: Project Management

The additional project management included in this amendment is for additional coordination with the various stakeholders; including South Suburban Parks and Recreation District (SSPRD), Highlands Ranch Metro District (HRMD), Douglas County, Denver Water, and CDOT; to accomplish maintenance and licensing agreements for the CDOT required right of way plans.

This task will also include the additional design coordination meetings with the City to re-design the Elati Street intersection.

The Consultant will:

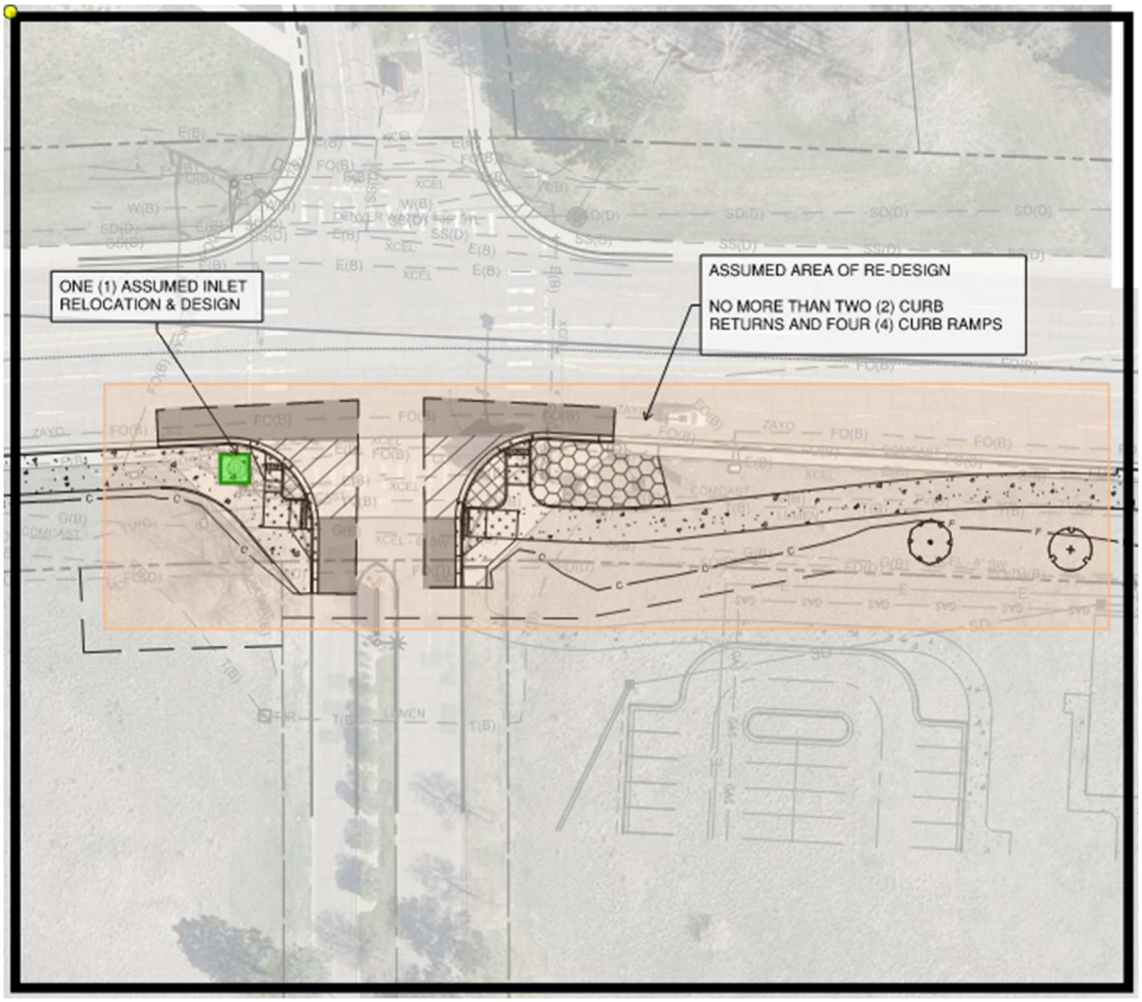
- Conduct and prepare meeting minutes for five (5) additional meetings with SSPRD, HRMD, Denver Water and Douglas *County* ***(work completed)***
- Conduct and prepare meeting minutes for three (3) additional meetings with CDOT's ROW staff ***(work completed)***
- Conduct three (3) additional design coordination meetings for the roadway and drainage design ***(work completed)***

Deliverables:

- Agendas, meeting minutes, and meeting action list (as necessary)

Task 2: Elati Street Design

This amendment includes the design and plans for reducing the curb return radii at Elati Street. The Consultant will prepare a concept level exhibit, develop the horizontal and vertical design upon selection of the preferred alternative, analyze and design both traffic and drainage improvements. Limits of additional work shown in exhibit below.



Roadway and Traffic Design

DEA will develop a concept level exhibit illustrating 2D geometry at the Elati Street and County Line intersection. Upon the City's selection of the preferred alternative, DEA will progress the design and advance the horizontal geometry, grading, and curb ramp design. The final roadway design will include the below:

- Roadway Final Design ***(work completed)***
    - Horizontal Alignment and vertical profiles of two (2) curb returns
    - Curb ramp grading for four (4) curb ramps; two (2) SW corner and two (2) SE corner
- Traffic Final Design
    - To protect the existing signal poles in place, additional pedestrian push button post assemblies on the SW and SE corner will be required. This amendment includes the design of the pedestrian push button post assemblies, associated conduit, and any new signage and striping at both the SW and SE corners of Elati Street.
    - Preparation of one (1) additional traffic signal sheet, illustrating new pedestrian push button pole locations, per City of Littleton Standards

Assumptions

- No roadway or traffic improvements at NE and NW corners
- Existing traffic signal mast arm poles and cabinets will remain in place and a full signal replacement will not be required
- Assumes no additional Geotech or pavement design. Assumes using Geotech prepared in previous Task Orders

Deliverables

- Three (3) 11x17 exhibits illustrating Elati alternatives **(work completed)**
- One (1) Traffic Signal Modification Plan sheet and quantities

Drainage Design

It is anticipated that reducing the radii at the SW corner of Elati will require the relocation of an existing drainage inlet. DEA will prepare the design and analysis to relocate the existing inlet, as described below:

- Hydrology:
  - Review and analyze existing drainage patterns and establish basin delineation.
  - Analyze hydrology for proposed street section and drainage structures.
- Hydraulics:
  - Design the relocation of one (1) storm drain inlet, analyze spread and provide capacity
  - Storm drain design will adhere to CDOT Standards and use CDOT pay items in the plans
  - Hydraulic analysis assumes the relocation of the storm drain inlet will have negligible impact on the network and will maintain existing drainage conditions.
- The anticipated plan sheets associated with the inlet relocation are the following:
  - Preparation of one (1) Storm Sewer Plan Sheet
  - Preparation of one (1) Storm Sewer Profile Sheet
  - Additional SWMP design
- Additional Storm Sewer Quantities and Tabulations
  - Calculation of storm sewer removal, proposed inlets and pipes
  - Incorporation of quantities into tabulations and OPCC
- Drainage Memorandum
  - Revisions to the drainage report will be made to incorporate the inlet relocation at Elati Street

Assumptions

- Assumes storm sewer ties into existing network within project area and no work is required upstream or downstream.
- Assumes no analysis for additional sections of the storm network are required.
- Assumes no water quality treatment is required (see Task 3: Water Quality Exemption).

Exclusions

- Excludes analysis of major and minor storm events at the inlet being relocated

Deliverables

- One (1) additional Storm Sewer Plan Sheet
- One (1) additional Storm Sewer Profile Sheet
- Revised Drainage Memorandum

QA/QC

It is anticipated additional QA/QC will be required to review the additional design. DEA will conduct additional reviews of the curb ramps/returns design, traffic design, and drainage design (including plan & memo).

Task 3: Water Quality Exemption

DEA will prepare one (1) Water Quality Exemption Form for the City of Littleton. This form will be supplemented by one (1) 11x17 exhibit illustrating limits of construction, limits of disturbance, impervious and pervious areas (both existing and proposed).

Assumptions

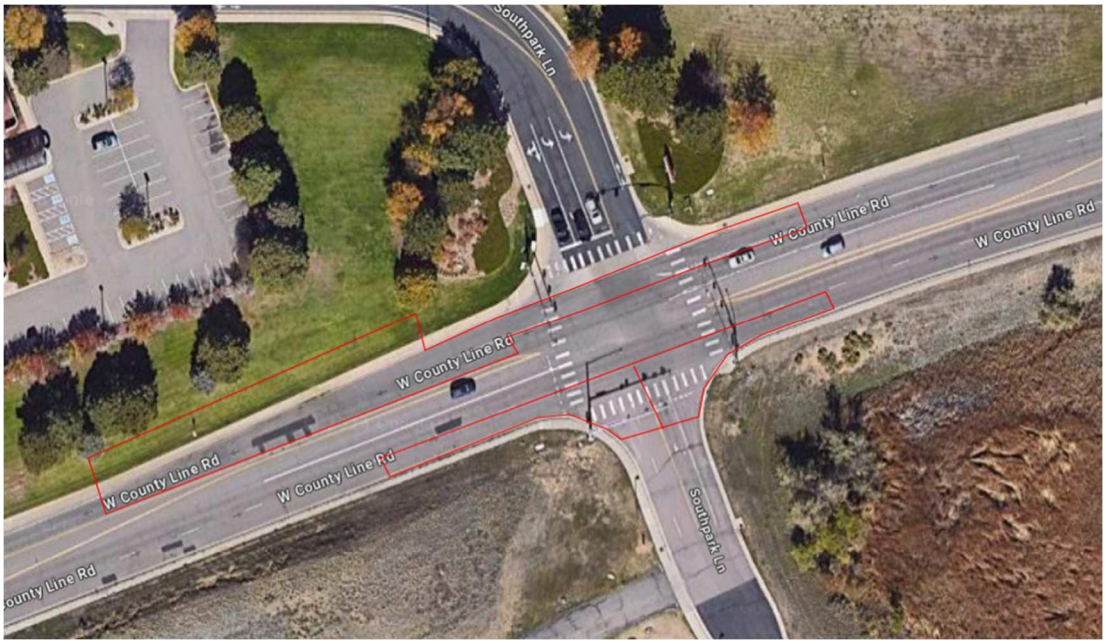
- Assumes Water Quality exemptions can be used for the entire project area and no Water Quality treatments or detention is required

Task 4: Survey and Right of Way

Additional Topographic Survey *(work completed)*

Addition topographic survey will be collected to extend to the extents of the project improvements. Locations added include the following:





Field Staking

DEA will stake the eleven (11) proposed ROW/easements - two (2) ROW parcels, two (2) temporary construction easements, and seven (7) permit areas - to provide the City and the design team with a visual representation of the limits. Staking will be limited to two trips – one for preliminary design and one for revisions.

Additional Right of Way

Prepare ROW Plans and Acquisition Documents

- Obtain vesting deeds for four (4) additional permit areas within the project area for a total of seven (7) permit areas
- Draft parcel lines, deed lines, and easement lines from the vesting deeds for the two (2) additional title commitments for ROW acquisitions and incorporate into ROW CAD base file
- Prepare additional sheets for the four (4) additional permit areas in the ROW acquisition plans
- Prepare additional four (4) acquisition and/or easement legal descriptions
- QA/QC of ROW plans and two (2) rounds of comments from CDOT

Additional License Agreement Exhibits

DEA will prepare four (4) 11x17 exhibits displaying the assumed license agreement areas per the negotiated terms with the City and South Suburban, Highlands Ranch Metro District, Denver Water and Douglas County. The exhibits will be attached to each applicable License Agreement (all of which are assumed to be prepared by the City).

Assumptions

- Title commitments to be provided by subconsultant HC Peck; assumed no more than two (2) (Work performed in TO #1)

- No more than two (2) ROW areas, two (2) temporary easements, and seven (7) permit areas for local agency agreements with legal descriptions
    - One (1) of the seven local agency exhibits and legal descriptions prepared by DEA will be for the CDOT parcel. It is assumed these documents will be used for a future agreement between South Suburban and CDOT. This exhibit and legal description will be excluded from the ROW plan package submitted to CDOT.
    - **See **Attachment A** for locations included in TO#1 and TO#2

- Show all ROW, TE, and permit areas on ROW plans including bearings/distances, areas, and point of beginnings with CDOT standards referenced for consistency, where applicable

Deliverables

- One (1) ROW plan set (title sheet, ownership tabulations, survey control diagram, monument tabulations, plan sheets, ownership sheets) in accordance with CDOT standards, to facilitate CDOT and local agency review and approval
- Four (4) additional legal descriptions for permit areas
- Two (2) rounds of field staking for the eleven (11) ROW/easement areas

Exclusions

- Setting of ROW monuments is not a part of this amendment
- As-built monumentation sheet sets are not a part of this amendment
- Scope excludes filing of ROW plans, assumed to be performed by Owner/City
- Revisions to legal descriptions/exhibits/ROW plans resulting from modifications to staked field points are not a part of this amendment

Task 5: Additional CDOT Coordination

Additional FOR Coordination

DEA will coordinate and address any additional comments, from CDOT, regarding the new design included in this TO.

Additional 100% Design & Ad Coordination

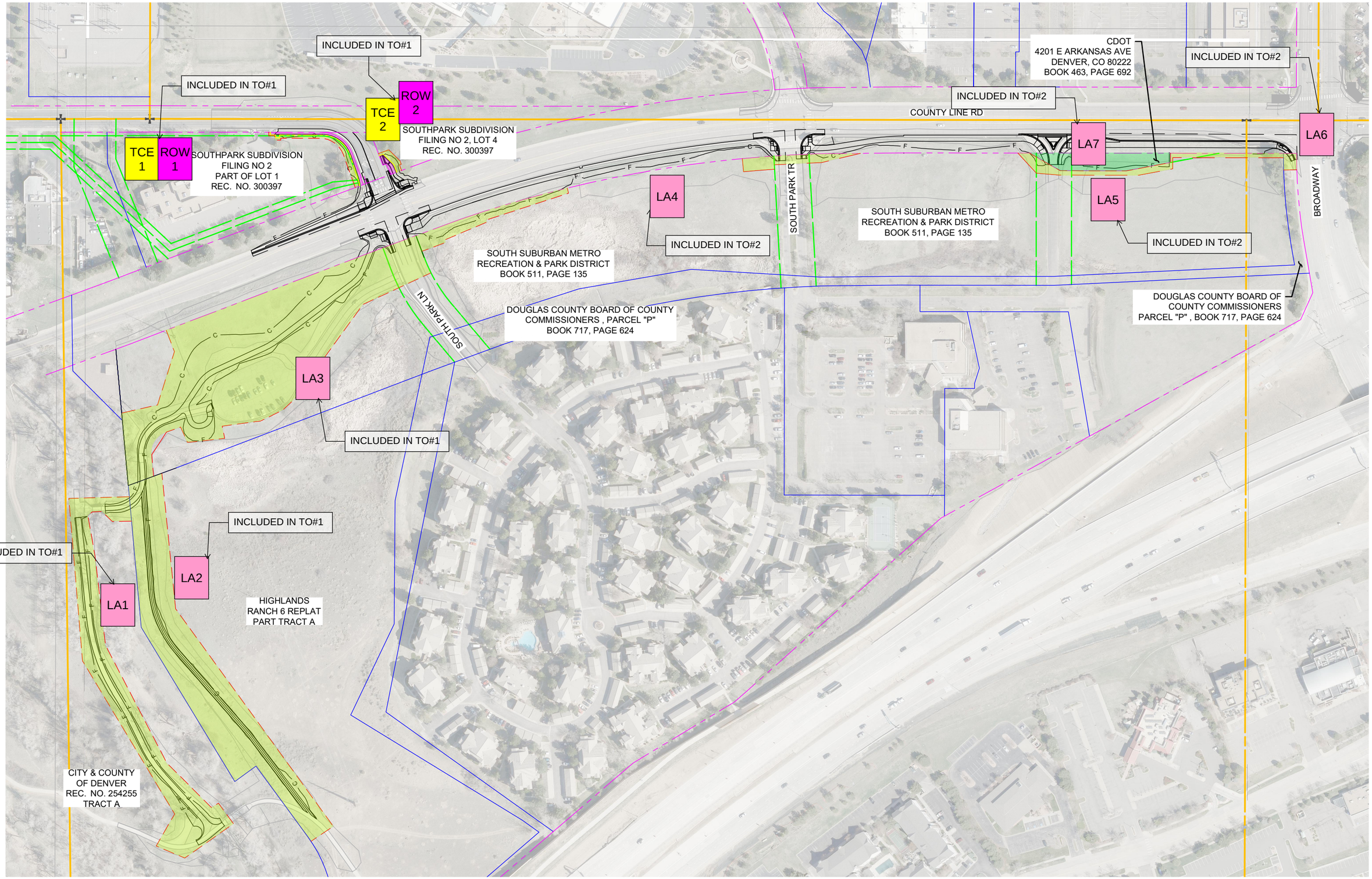
DEA will address comments that arise after the 100% set has been submitted and reviewed by CDOT and the City. DEA will assist the City in filling out CDOTs Construction Schedule and CDOT Form 859 that accompany the advertisement bid package.

Task 6: Construction Phase Services

Work performed under Task 6 will be performed upon direction from the City and on an as needed basis. DEA will assist the City during the construction phase of the project, up to 116 hours, as requested, including but not limited to the following services:

- Responding to RFIs
- Reviewing contractor submittals
- Attending construction progress meetings

ATTACHMENT A: ADDITIONAL LICENSE AGREEMENT AREAS



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ATTACHMENT B: FEE SUMMARY

County Line Road Shared Use Path Connections Fee Summary
November 25, 2024
TO #2 Amendment #2

David Evans and Associates

Classification	Hourly Rate	Hours	Total
Senior Project Manager	$ 250.00	21	$ 5,250.00
Engineering Task Leader	$ 190.00	151	$ 28,690.00
Engineer II	$ 155.00	233	$ 36,115.00
Junior Engineer II	$ 135.00	46	$ 6,210.00
Survey Manager	$ 230.00	34	$ 7,820.00
Project Surveyor	$ 160.00	62	$ 9,920.00
Survey Technician II	$ 115.00	60	$ 6,900.00
Senior Party Chief	$ 140.00	27	$ 3,780.00
Party Chief	$ 140.00	25	$ 3,500.00
		DEA Total	$ 108,185.00
		Total	$ 108,185.00

ATTACHMENT C: FEE WORK BREAKDOWN STRUCTURES

County Line Trail Connections Improvements
TO #2 Amendment #2
Updated 11/25/2024

		Classification	Senior Project Manager	Engineering Task Leader	Engineer II	Designer	Engineering Task Leader	Engineer II	Junior Engineer II	Engineering Task Leader	Engineer II	Survey Manager	Project Surveyor	Survey Technician II	Senior Party Chief	Party Chief
			Sara Ciasto	Sarah Carr	Trevor Przybyla	Michaela Esposito	Steve Kandelind	Nikolett Geczo	Joslyn	Lisa	Aaron Scott	Dan Corriell	Ramon Sanchez	Kody Hanley	Ryan	
	Total hours/ Cost by Task	Billing rate	$ 250.00	$ 190.00	$ 155.00	$ 125.00	$ 190.00	$ 155.00	$ 135.00	$ 190.00	$ 155.00	$ 230.00	$ 160.00	$ 115.00	$ 140.00	$ 140.00
Task 1: Project Management & Meetings	**50**		**6**	**25**	**11**	**0**	**3**	**3**	**2**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Task 1 associated cost	**$9,260.00**		**$1,500.00**	**$4,750.00**	**$1,705.00**	**$0.00**	**$570.00**	**$465.00**	**$270.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
CDOT ROW Coordination (assumes 3)		$2,355.00	3	6	3											
Additional Stakeholder meetings & minutes for License Agreements (assumes 5)		$4,565.00	3	16	5											
Elati Design Coordination & Meetings (assumes 3)		$2,340.00		3	3		3	3	2							
Task 2: Elati Street Design	**161**		**2**	**24**	**55**	**0**	**15**	**40**	**12**	**10**	**3**	**0**	**0**	**0**	**0**	**0**
Task 2 associated cost	**$26,620.00**		**$500.00**	**$4,560.00**	**$8,525.00**	**$0.00**	**$2,850.00**	**$6,200.00**	**$1,620.00**	**$1,900.00**	**$465.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
A. Roadway & Traffic Design																
Concept Exhibit		$1,810.00		3	8											
Curb Return Design (assumes 2)		$3,525.00	1	5	15											
Curb Ramp Design (assumes 4)		$4,620.00		8	20											
Traffic Design & Plans		$1,900.00		2						8						
C. Drainage Design																
Drainage Design & Analysis (assumes 1 inlet)		$3,000.00					6	12								
Drainage Sheets																
Storm Sewer Plan		$2,120.00					3	10								
SWMP Plan		$1,390.00						2	8							
Drainage Memorandum Revisions		$1,310.00					2	6								
QAQC		$6,945.00	1	6	12		4	10	4	2	3					
Task 3: Water Quality Exemption	**17**		**0**	**2**	**0**	**0**	**3**	**0**	**12**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Task 3 associated cost	**$2,570.00**		**$0.00**	**$380.00**	**$0.00**	**$0.00**	**$570.00**	**$0.00**	**$1,620.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Preparation of WQ Exemption Exhibit & Form		$1,620.00							12							
QA/QC of WQ Exemption Exhibit & Form		$950.00		2			3									
Task 4: Survey and ROW	**228**		**0**	**4**	**16**	**0**	**0**	**0**	**0**	**0**	**0**	**34**	**62**	**60**	**27**	**25**
Task 4 associated cost	**$35,160.00**		**$0.00**	**$760.00**	**$2,480.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$7,820.00**	**$9,920.00**	**$6,900.00**	**$3,780.00**	**$3,500.00**
A. Additional Topographic Survey																
Topography for tie in locations		$3,030.00										1			11	9
Easement Staking		$4,710.00										1			16	16
B. Additional ROW																
ROW coordination & meetings		$4,040.00										12	8			
Additional Vesting Deeds (assumes 4)		$1,100.00											4	4		
Title Commitments & Review		$3,260.00										10	6			
Additional ROW Plans		$7,160.00											16	40		
Additional Legal Descriptions (assumes 4)		$3,120.00											8	16		
Owner Tabulation Sheet		$1,600.00											10			
QA/QC & Comment Resolution (assumes 2 rounds)		$3,900.00										10	10			
C. Additional License Agreement Exhibits																
License Agreement Attachment Exhibit (assumes 4)		$3,240.00		4	16											
Task 5: Additional CDOT Coordination	**87**		**5**	**18**	**26**	**0**	**5**	**11**	**20**	**2**	**0**	**0**	**0**	**0**	**0**	**0**
Task 5 associated cost	**$14,435.00**		**$1,250.00**	**$3,420.00**	**$4,030.00**	**$0.00**	**$950.00**	**$1,705.00**	**$2,700.00**	**$380.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Additional FOR CDOT Coordination		$7,405.00	3	8	14		3	5	12							
Additional 100% Design and Ad Coordination																
Minor Revisions to Plans, Specs & Estimate		$5,710.00	1	6	10		2	6	8	2						
CDOT Construction Schedule		$940.00	1	2	2											
CDOT Form 859		$380.00		2												
Task 6: Additional Construction Phase Services	**116**		**8**	**36**	**42**	**0**	**4**	**26**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**
Task 6 associated cost	**$20,140.00**		**$2,000.00**	**$6,840.00**	**$6,510.00**	**$0.00**	**$760.00**	**$4,030.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Respond to RFIS		$9,000.00	4	12	18		4	14								
Review Contractor Submittals		$5,630.00	1	12	12			8								
Attend Consturction Progress Meetings		$5,510.00	3	12	12			4								
Subtotal Hours	659		21	109	150	0	30	80	46	12	3	34	62	60	27	25
Subtotal Cost			$ 5,250.00	$ 20,710.00	$ 23,250.00	$ -	$ 5,700.00	$ 12,400.00	$ 6,210.00	$ 2,280.00	$ 465.00	$ 7,820.00	$ 9,920.00	$ 6,900.00	$ 3,780.00	$ 3,500.00
Total Amendment Cost	$ 108,185.00															

File #: Resolution 128-2024, **Version:** 1

Agenda Date: 12/17/2024

Subject:
Resolution 128-2024: Approving an amended Intergovernmental Agreement between the Cities of Englewood, Littleton, Sheridan, and the County of Arapahoe, Colorado, for the continuation of a Tri-Cities Homelessness Coordinator position and related Tri-Cities Homelessness Action Plan projects

From:	James L. Becklenberg, City Manager
Prepared by:	Lucy M. Lucero, Executive Assistant
Presentations:	Mike Gent, Deputy City Manager

PURPOSE:
To approve an amended intergovernmental agreement (IGA) with the Cities of Englewood and Sheridan, and Arapahoe County to continue the Tri-Cities Homelessness Coordinator position and related Tri-Cities Homelessness Action Plan projects.

LONG-TERM OUTCOME(S) SERVED:
A safe community and providing high quality governance.

DISCUSSION:
In 2021, Councils from the Cities of Englewood, Littleton, and Sheridan adopted the Tri-Cities Homelessness Action Plan. The document included recommendations and action steps with projects organized into four themes:

1. Governance
2. Single Adult System
3. Workforce Development; and
4. Family System

Intended as a three-year implementation plan, the Action Plan is set to expire on December 31, 2024. As part of the governance theme, the hiring of a Tri-Cities Homelessness Coordinator ("Coordinator") assisted the cities by providing project capacity, liaising with the County and other governmental and external entities, troubleshooting and coordinating the completion of projects, and tracking data towards performance metrics. Of the 30 action steps included in the original plan, 17 have been completed and most of the others are in progress.

Under the terms of the IGA, Arapahoe County will provide the Coordinator with:

- General oversight
- Employment
- Materials and workspace, including a computer, County email address, and cell phone
- Funding for projects will be reviewed and approved by the Board of County Commissioners

The Cities agree to provide funding for the Coordinator position and projects and ensure that the Action Plan is up to date through the Coordinator's period of employment. Reporting will include:

- Tri-Cities - On a monthly basis, the Coordinator will file a short report and present it to the monthly meeting of the Tri-Cities Homelessness Policy Committee.
- Program Administration - On a monthly basis, the Coordinator will meet with the Tri-Cities designated management to discuss progress and plans.
- Reporting - The Coordinator will, on a quarterly basis, update performance data towards metrics in the Action Plan on the Tri-Cities website.
- Councils and Board of County Commissioners - On an annual basis, the Coordinator will file a report and present it to scheduled meetings of each of the three City Councils as well as the Arapahoe County Board of County Commissioners; and
- Annual Report - On an annual basis, the Coordinator will develop an annual report which will contain details on the status of each project and data towards each metric.

The work of the Coordinator will focus on coordinating and overseeing the implementation of projects included in the Tri-Cities Action Plan. While the final version of the Action Plan extension will go before the three Councils in early 2025 for approval, the draft plan includes six projects which require funding from the American Rescue Plan Act (ARPA). The City Council heard a presentation on the action plan extension at a joining meeting with the partner City Councils on November 21st.

Action Plan Theme	Action Step	Cost
Single Adult Theme	Create an online platform to request homeless services	$10,000
Single Adult Theme	Pilot a safe parking program	$25,000
Single Adult Theme	Strengthen outreach to landlords	$25,000
Single Adult Theme	Sponsor a permanent supportive housing feasibility analysis	$50,000
Family System Theme	Designate a lead service provider	$50,000
Family System Theme	Develop a peer-based support model	$25,000

The period of the IGA will be three (3) years beginning on January 1, 2025, and ending on December 31, 2027. The IGA can be renewed for additional one-year periods by written agreement of the parties after the initial term expires.

BACKGROUND:

Action Plan Overview

For the last three and a half years, the Cities of Englewood, Littleton, and Sheridan have collaborated on issues related to regional homelessness through the Tri-Cities Homelessness Policy Committee. In the summer of 2020, Tri-Cities contracted with the University of Denver (DU) to conduct studies to better understand the root causes of chronic (individual) and family homelessness in the region. After reviewing these studies, the City Councils of Englewood, Littleton, and Sheridan met on January 28, 2021 and gave support to contracting with a consultant to develop a Tri-Cities Homelessness Action Plan. Finalized in the summer of 2021 and adopted by all three City Councils, the Action Plan includes several projects and initiatives organized around four themes.

- Governance
- Single Adult System
- Family System; and

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- Workforce Development

Accomplishments to Date

Since the establishment of the Action Plan in 2021, the Coordinator worked to manage or assist in the completion of 17 of the 30 action steps included in the Action Plan, as well as to begin working on most of the remaining 13 projects. Major projects in the Action Plan completed over the course of the last three years include:

- Building a strong governance structure through the implementation of the Coordinator role, a lived experience advisory board, and increasing staff capacity to address challenges (Governance).
- Formalized a data-driven approach through the increased use of the homelessness management information system (HMIS); increased referrals to the OneHome Coordinated Entry system and developed a system of tracking and reporting on plan implementation and outcome achievement (Governance).
- Created a community education and engagement strategy including the launch of a centralized Tri-Cities webpage and welcome home community engagement program (Governance).
- Streamlined access to homeless services for single adults within the region through the establishment of a navigation center (Single Adult System).
- Provided street-based services including the launch of a coordinated outreach team and continued support of local meal and food distribution programs (Single Adult System).
- Created partnerships with existing workforce programs including Bridge House and CrossPurpose (Workforce Development).
- Streamlined access to homelessness services and prevention for families through engaging local school districts as partners (Family System).

Benefits of a Coordinator

- Capacity for the three cities to work on homelessness-related projects, as all three cities lack staff positions dedicated to homelessness coordination.
- Efficient and effective tracking of all projects and data towards all performance metrics in the Action Plan.
- Troubleshooting challenges with program and project implementation.
- Understanding the needs of nonprofit organizations and identifying how they can best partner with the cities.
- Serving as a liaison with Arapahoe County, the State of Colorado, and other external agencies to ensure that the cities are up to date on trends and funding opportunities.

While the Coordinator, not the Tri-Cities Policy Committee, provide direct services, the Coordinator plays a key role in connecting nonprofit service providers, understanding their needs, and working to build partnerships between nonprofit service providers and municipal governments.

Prior Actions or Discussions

- July 6, 2021 - Study session discussion on the draft Tri-Cities Homeless Action Plan
- September 21, 2021 - Approval of Tri-Cities Homeless Action Plan
- March 1, 2022 - Approval of the IGA for Provision of Homelessness Coordinator Services
- March 7, 2023 - Approval of amended IGA for Tri-Cities Homeless Action Plan

FISCAL IMPACTS:

If approved, the IGA will continue the Coordinator position, with funding approval each year through the end of 2027. In addition to funding for this position at a cost of $120,000 per year (including benefits and related costs), the IGA includes $185,000 in funding to complete projects in the Action Plan. The total cost, including

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an additional $62,500 from the City of Littleton, is $487,000 with the City of Littleton paying $275,000, the City of Englewood paying $170,000 and the City of Sheridan paying $42,500.

	Year #1	**Year #2 (if approved)**		**Funder**
City of Littleton - 50%	$60,000	$60,000	$92,500	$275,000 *
City of Englewood - 40%	$48,000	$48,000	$74,000	$170,000
City of Sheridan - 10%	$12,000	$12,000	$18,500	$42,500
Total	$120,000	$120,000	$185,000	$487,500

*The City of Littleton agreed to pay an additional $65,000 towards the completion of the IGA.

STAFF RECOMMENDATION:
Staff recommends approval of the attached amendment to the Intergovernmental Agreement between the Cities of Englewood, Littleton, and Sheridan, and Arapahoe County to continue the Tri-Cities Homelessness Coordinator position and related Tri-Cities Homelessness Action Plan project.

ALTERNATIVES:
Approval of the IGA provides the ability and resources to progress additional components of the Action Plan. Delay in approval to develop a Tri-Cities Coordinator may pose a challenge to future collaboration with this group.

PROPOSED MOTION:
I move to approve Resolution 128-2024 approving an amended Intergovernmental Agreement between the Cities of Englewood, Littleton, Sheridan, and the County of Arapahoe, Colorado, for the continuation of a Tri-Cities Homelessness Coordinator position and related Tri-Cities Homelessness Action Plan projects.

CITY OF LITTLETON, COLORADO

Resolution No. 128

Series, 2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LITTLETON, COLORADO, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITIES OF ENGLEWOOD, LITTLETON, SHERIDAN, AND THE COUNTY OF ARAPAHOE, COLORADO, TO CONTINUE THE TRI-CITIES HOMELESSNESS COORDINATOR POSITION AND RELATED TRI-CITIES ACTION PLAN PROJECTS

WHEREAS, Article XIV, Section 18 (2)(a) of the Constitution of the State of Colorado, and Part 2, Article 1, Title 29, C.R.S., encourages and authorizes intergovernmental agreements; and

WHEREAS, Sections 29-1-203 and 29-1-203.5, C.R.S., authorizes governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each; and

WHEREAS, the Cities and County are all experiencing an increase in homelessness in their communities; and

WHEREAS, in 2019 the Cities along with the County, engaged the University of Denver Graduate School of Social Work to perform an initial assessment which interviewed and analyzed data from both single persons and families experiencing homelessness; and

WHEREAS, with the conclusion of the initial assessment, the Parties engaged Florence Aliese Advancement Network, LLC, to develop an incremental operational plan organized into priority areas, such as family homelessness and governance, with recommendation for action steps based on national and regional best practices; and

WHEREAS, a written Tri-Cities Homelessness Plan of Action ("Action Plan") developed by Florence Aliese Advancement Network, LLC, identified stakeholder roles and responsibilities and identified current and/or potential future funding opportunities including strategic steps based on regional and national best practices and local culture, to create a solid foundation for a coordinated response system; and

WHEREAS, the Cities have updated and rewritten the Tri-Cities Homeless Plan of Action ("Action Plan") to reflect work completed by the Tri-Cities Homeless Coordinator over the last two-year period and to reflect the focus of the work for the upcoming two-year period; and

WHEREAS, the Action Plan was adopted by the Cities and calls for the establishment of a Tri-Cities Homelessness Coordinator ("Coordinator") to coordinate the implementation of the Action Plan in a manner to ensure connection to homelessness work, Tri-

Cities goals and regional best practices; and

WHEREAS, in order to do so, the Parties must enter into an Intergovernmental Agreement to fund the estimated cost of $487,500 over two years as follows: The City of Littleton shall pay $275,000, the City of Englewood shall pay $170,000, and the City of Sheridan shall pay $42,500 over two years with Arapahoe County's share provided in-kind, through providing employment, oversight, materials, equipment/supplies, and a workplace.

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

Section 1. The Intergovernmental Agreement between the Cities of Englewood, Littleton, Sheridan, and the County of Arapahoe, Colorado, for the continuation of a Tri-Cities Homelessness Coordinator position and related Tri-Cities Homelessness Action Plan projects attached hereto as "Exhibit A", is hereby accepted and approved by the City Council of the City of Littleton, Colorado.

INTRODUCED, READ AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Littleton, Colorado, on the 17th day of December 2024, at 6:30 p.m. at the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

ATTEST:

_____
Colleen L. Norton
CITY CLERK

_____
Kyle Schlachter
MAYOR

APPROVED AS TO FORM:

_____
Reid Betzing
CITY ATTORNEY

CITY OF LITTLETON, COLORADO
SEAL
INCORPORATED
1890

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITIES OF SHERIDAN, ENGLEWOOD, LITTLETON AND THE COUNTY OF ARAPAHOE, COLORADO FOR THE DEVELOPMENT OF A TRI-CITIES HOMELESSNESS COORDINATOR POSITION

This Intergovernmental Agreement (the "Agreement") is entered into and effective as of this ____ day of _____, 2024 by and between the City of Sheridan, Colorado a home rule municipality in the State of Colorado located at 4101 S. Federal Boulevard, Sheridan, Colorado, 80110, the City of Englewood, a home rule municipality of the State of Colorado located at 1000 Englewood Parkway, Englewood, Colorado 80110, the City of Littleton, a home rule municipality of the State of Colorado located at 2255 W. Berry Avenue, Littleton, Colorado 80120 (hereafter referred to as the "Cities"), and the County of Arapahoe, a statutory county of the State of Colorado located at 5334 South Prince Street, Littleton, Colorado, 80120 (hereinafter referred to as the "County"). The Cities and the County may be individually referred to as the "Party" or collectively referred to herein as the "Parties".

WHEREAS, Article XIV, Section 18(2)(a) of the Constitution of the State of Colorado, and Part 2, Article 1, Title 29, C.R.S., encourages and authorizes intergovernmental agreements; and

WHEREAS, Sections 28-1-203 and 29-1-203.5, C.R.S., authorize governments to cooperate and contract with one another to provide any function, service, or facility lawfully authorized to each; and

WHEREAS, the Cities and County are all experiencing an increase of homelessness in their communities; and

WHEREAS, in 2019 the Cities along with the County, engaged the University of Denver Graduate School of Social Work to perform an initial assessment which interviewed and analyzed data from both single persons and families experiencing homelessness; and

WHEREAS, with the conclusion of the initial assessment, the Parties engaged Florence Aliese Advancement Network, LLC, to develop an incremental operational action plan organized into priority areas, such as family homelessness and governance, with recommendation for action-steps based on national and regional best practices; and

WHEREAS, a written Tri-Cities Homelessness Plan of Action ("Action Plan") developed by Florence Aliese Advancement Network, LLC identified stakeholder roles and responsibilities and identified current and/or potential future funding opportunities including strategic steps based on regional and national best-practices and local culture, to create a solid foundation for a coordinated response system; and

WHEREAS, the cities have updated and rewritten the Tri-Cities Homeless Plan of Action ("Action Plan") to reflect work completed by the Tri-Cities Homeless Coordinator over the last two year period and to reflect the focus of work for the upcoming two year period; and

WHEREAS, the Action Plan was adopted by the Cities and calls for the establishment of a Tri-Cities Homelessness Coordinator ("Coordinator") to coordinate the implementation of the plan

in a manner to ensure connection to homelessness work and goals established by the County and regional best practices.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in this Agreement, the Parties hereby agree as follows:

The recitals set forth above are incorporated into this Agreement and shall be deemed to be terms and provisions of this Agreement, to the same extent as if fully set forth in this section.

I. Roles of the Parties

A. The County agrees to:

1. Provide oversight of the Coordinator through the Community Resources Department, Community Development, Housing, and Homeless Services (CDHHS) Division, who will provide day to day oversight of the Coordinator.
2. Provide employment to Coordinator.
    a. Provide employment to the Coordinator.
    b. Provide payments to Coordinator.
    c. Provide appropriate County benefits to the Coordinator.
3. Provide materials and a workspace for the Coordinator.
    a. Provide a workspace, in close proximity to that of the County CDHHS team, for the Coordinator.
    b. Provide a computer, County email address, and cell phone for the Coordinator.
4. Provide funding only for projects reviewed and approved by the Board of County Commissioners. The County is not committing any funding based on the workplan without further approval as required by this paragraph.

B. The Cities agree to:

1. Provide funding for the Coordinator.
    a. With an estimated annual cost of $120,000, including benefits and materials and the County's delivery of services, the City of Englewood agrees to pay $48,000 per year for the term of the agreement, the City of Littleton agrees to pay $60,000 per year for the term of the agreement, and the City of Sheridan agrees to pay $12,000 per year for the term of the agreement.
    b. With an estimated annual cost of $185,000, the Cities agree to provide the County with funding to execute projects including in the Action Plan:

Action Plan Theme	Project	Approximate Cost
Single Adult Theme	Create an online platform to request homelessness services	$10,000
Single Adult Theme	Pilot a safe parking program	$25,000
Single Adult Theme	Strengthen outreach to landlords	$25,000

Single Adult Theme	Sponsor a permanent supportive housing feasibility analysis	$50,000
Family System Theme	Designate a lead service provider	$50,000
Family System Theme	Peer-based support model	$25,000

Based on the agreed upon funding split, of the total project cost of $185,000, the City of Littleton will provide $92,500, the City of Englewood will provide $74,000, and the City of Sheridan will provide $18,500. The County will bill the cities twice each fiscal year, on January 1, 2025; July 1, 2025; January 1, 2026; and July 1, 2026 based on an agreed upon implementation schedule for the projects included in this Agreement. All activities or projects outlined in Tri-Cities action plan must comply with the County's procurement policies, local government procurement regulations, and applicable state and federal laws. This compliance includes following any competitive bidding requirements, conflict of interest policies, and environmental guidelines.

c. The Cities have developed and revised the Action Plan that will drive the work of the Coordinator. The Cities will ensure the Action Plan is up to date through the Coordinator's period of employment, and with approval of the County, will fund the Action Plan using a similar cost share as that described for the coordinator costs, with the City of Littleton contributing $62,500 in addition to its proportional share during this agreement period to accelerate and expand the impact of these efforts.

C. The Cities and the County agree to jointly:

1. Hire a Tri-Cities Homelessness Coordinator. The County will post the position and refer candidates to the Cities and will coordinate interviewing with the Cities.
2. The Cities will recommend a candidate for the Tri-Cities Homelessness Coordinator to the County.
3. The Cities and the County will review the annual performance of the Coordinator, through the counties established performance review timeline and process.

II. Reporting

1. Tri-Cities Homelessness Policy Committee:
    a. On a monthly basis, the Coordinator will file a short report and present it to the monthly meeting of the Tri-Cities Homelessness Policy Committee.
    b. The monthly reports to the Tri-Cities Homelessness Policy Committee should provide a summation of key milestones achieved and deliverables met, as well as any major challenges encountered.
    c. The report should be filed three days before the meeting and shall be sent to the City Manager's Office of the City that is coordinating the Committee that year.

2. CDHHS and Tri-Cities Management:
    a. On a regular and as needed basis, the Arapahoe County CDHHS Division leadership will meet with the Tri-Cities designated management to discuss progress and plans.
3. Councils and Board of County Commissioners:
    a. On a quarterly basis, the Coordinator will enter performance metrics identified through the Action Plan into the electronic dashboard for tracking on each project.
    b. On an annual basis, the Coordinator will develop and file an annual report and present it to scheduled meetings of each of the three City Councils as well as the Arapahoe County Board of County Commissioners.
    c. The report to the Councils and Commissioners should be a detailed progress update, including a status update on each deliverable and data towards metrics included in each plan.
    d. The date of the report and filing deadlines should be coordinated with the City Manager's Office and City Clerk in each city.

III. Time Period

The time period of this Agreement shall run for two years, beginning on January 1, 2025, and ending on December 31, 2027. This Agreement can be renewed for additional one-year periods by written agreement of the Parties after the initial term expires.

IV. Notices

Any notice, demand, or request required by or relating to this Agreement shall be given by personal delivery, by facsimile, or sent by registered or certified mail, postage prepaid, to each Party at the addresses set forth herein.

CITY OF SHERIDAN:
City of Sheridan
4101 S. Federal Boulevard
Sheridan, CO 80110
Attn: Devin Granberry
Telephone: (303)762-2200
Facsimile: (303)438-3398
E-mail: dgranberry@ci.sheridan.co.us

CITY OF ENGLEWOOD:
City of Englewood
1000 Englewood Parkway
Englewood, CO 80110
Attn: J. Shawn Lewis
Telephone: (303)762-2310
Facsimile: (303)762-2310
E-mail: slewis@englewoodco.gov

CITY OF LITTLETON:
City of Littleton
2255 W. Berry Avenue
Littleton, CO 80120
Attn: James L. Becklenberg
Telephone: (303)795-3720
Facsimile: (303)795-3818
E-mail: jbecklenberg@littletongov.org

ARAPAHOE COUNTY
Arapahoe County
5334 South Prince Street
Littleton, CO 80120-1136
Attn: Katherine Smith
Telephone: (303)738-8040
Facsimile: (303)738-8099
E-mail: ksmith@arapahoegov.com

V. Additional Terms

A. No Third-Party Beneficiaries. Nothing in this Agreement shall be deemed to create any third-party benefits or beneficiaries or create a right or cause of action for the enforcement of its terms, in any entity or person not a Party to this agreement.

B. Amendments. This Agreement shall be amended only by a written document approved by the governing bodies of all of the Parties; provided, however, that such agreement will not affect other outstanding financial obligations of the Parties unless provisions for full payment of such obligations, by escrow, or otherwise, has been made pursuant to such obligations.

C. Non-Appropriation. This Agreement shall not be construed to create a multiple fiscal-year direct or indirect debt or other financial obligation of the Parties within the meaning of Article X, Section 20 of the Colorado Constitution. Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of the Parties as set forth herein after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available by the Parties' respective governing bodies.

D. Termination for Non-Appropriation. Notwithstanding any above-stated notice requirement, this Agreement is automatically terminated on January 1st of the first fiscal year for which funds are not appropriated. A Party shall give the other Parties written notice of such non-appropriation. Such withdrawal shall not impose a penalty against the Parties in the event of a failure to appropriate sufficient funds

E. No Assignment. This Agreement may not be assigned by any Party.

F. Severability. In the event that any of the terms, covenants, or conditions of this Agreement, or their application, shall be held invalid as to any person, corporation, or circumstances of any court having competent jurisdiction, the remainder of this Agreement, and the application and effect of its terms, covenants, or conditions to such persons, corporations, or circumstances shall not be affected thereby.

G. Governmental Immunity. This Agreement is not intended, and shall not be construed, as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by the Parties, their employees and volunteers, under federal or state constitutional, statutory, or common law, including but not limited to the Colorado Governmental Immunity Act, Section 24-10-101, C.R.S., et seq., as may be amended.

H. Governing Law, Jurisdiction, and Venue. Colorado law governs this Agreement. Jurisdiction and venue shall lie exclusively in the District Court for Arapahoe County.

I. Waiver of Breach. A Party's waiver of another Party's breach of any term or provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by any Party.

J. Execution. This Agreement may be executed in several counterparts, and by facsimile, or electronic pdf, each of which will be an original, and all of which together will constitute one and the same instrument.

IN WITNESS THEREOF, the Parties have caused to be executed this Intergovernmental Agreement regarding the Tri-Cities Homelessness Coordinator.

CITY OF SHERIDAN

_____

Name:

Title:

Date:_____

ATTEST:

_____

APPROVED AS TO FORM:

_____

ARAPAHOE COUNTY

_____

Name:

Title:

Date:_____

ATTEST:

_____

CITY OF ENGLEWOOD

_____

Name:

Title:

Date:_____

ATTEST:

_____

APPROVED AS TO FORM:

_____

CITY OF LITTLETON

_____

Name:

Title:

Date:_____

ATTEST:

_____

APPROVED AS TO FORM:

_____

File #: Ordinance 32-2024, **Version:** 1

Agenda Date: 12/17/2024

Subject:
Ordinance 32-2024: An ordinance on first reading amending Ordinance 24, Series 2023, appropriating funds for the 2024 annual budget for all municipal purposes of the City of Littleton, counties of Arapahoe, Douglas, and Jefferson, State of Colorado, for the fiscal year beginning January 1, 2024 and ending December 31, 2024

From:	James L. Becklenberg, City Manager
Prepared by:	Tiffany Hooten, Finance Director
Presentations:	N/A

PURPOSE:
Does council support amending the 2024 budget for additional insurance related costs in 2024?

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

DISCUSSION:
The city prepares an annual budget that may require amendments throughout the year for projects or costs that were unplanned or needs that might arise. It is a common practice to amend the budget during the year. These funds are requested to be amended.

Employee Insurance Fund	$ 850,000
Property and Liability Fund	$ 125,000
Total	$ 975,000

BACKGROUND:
It may be necessary to amend the budget periodically throughout the year or with a “clean-up” appropriation at the end of the year. The following is detailed information on each requested budget amendment item for 2024.

Employee Insurance Fund - $850,000
Health Insurance is included in the Employee Insurance Fund and claims can vary from year to year. The city utilizes CIGNA for health claims and is self-funded with an Individual Stop Loss (ISL) limit of $150,000. Health related claims have been higher than anticipated in 2024 and clinic costs, specifically prescription costs, are much higher than estimates provided at the time of the preparation of the 2024 budget. It is anticipated that an additional $850,000 appropriation is needed for the health insurance fund for 2024.

Staff has reviewed the five-year financial plan for the Employee Health Insurance fund. In 2024, the fund is anticipated to receive additional revenues to help offset this increase in expenditures and the remaining difference will be funded from fund balance. With this increase in expenditures in 2024, the estimated ending

fund balance will be approx. $380,000 which is much lower than projected in 2024. In 2025, understanding the continuous increases in health costs and responding to requests for alternative lower cost plan options for participants, the city provided an additional plan option which is anticipated to help reduce overall health costs. This increase in 2024 further supports evaluation of health insurance options to be considered for the 2026 budget. Staff will continue to closely monitor health insurance expenditures in 2025.

Property and Liability Insurance Fund - $125,000
Property and liability claims vary from year to year. While claims are trending to be below the 2024 budget amount, due to timing of premium renewals and the development of the budget, Property & Liability premiums were higher than the 2024 estimate.

Staff will continue to monitor claims through the end of the year and in 2025 and adjust funding in future years as needed. With this additional appropriation, the 2025 estimated ending fund balance will be approx. $900,000.

Prior Actions or Discussions
N/A

FISCAL IMPACTS:
A supplemental budget appropriation is requested for $975,000 for the 2024 annual budget for health and property & liability insurances. There is adequate fund balance in the 2024 budget for this supplemental appropriation based on the current estimates. Staff will be evaluating health insurance as a result of this unanticipated additional expenditures and will be providing options for consideration in the 2026 budget.

STAFF RECOMMENDATION:
Staff recommends the amendment to the Health Insurance Fund and the Property and Liability fund for 2024.

ALTERNATIVES:
1. Approve amending the 2024 budget amendment appropriation to align the expenditures with the budget.
2. Do not approve the amendment and provide additional appropriation for these two funds.

PROPOSED MOTION:
I move to approve Ordinance 32-2024 on first reading amending Ordinance 24, Series 2023, appropriating funds for the 2024 annual budget for all municipal purposes of the City of Littleton, counties of Arapahoe, Douglas, and Jefferson, State of Colorado, for the fiscal year beginning January 1, 2024 and ending December 31, 2024 and to set the second reading and public hearing for January 7, 2025.

CITY OF LITTLETON, COLORADO

ORDINANCE NO. 32

Series, 2024

AN ORDINANCE OF THE CITY OF LITTLETON, COLORADO, AMENDING ORDINANCE 24, SERIES 2023 APPROPRIATING FUNDS FOR THE 2024 ANNUAL BUDGET FOR ALL MUNICIPAL PURPOSES OF THE CITY OF LITTLETON, COUNTIES OF ARAPAHOE, DOUGLAS, AND JEFFERSON, STATE OF COLORADO, FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2024 AND ENDING DECEMBER 31, 2024.

WHEREAS, Ordinance No. 24, Series of 2023 established the annual appropriation for municipal purposes for the City of Littleton, Colorado; and

WHEREAS, Ordinance No. 5, Series of 2024 amended the annual appropriation for municipal purposes for the City of Littleton, Colorado; and

WHEREAS, Ordinance No. 16, Series of 2024 amended the annual appropriation for municipal purposes for the City of Littleton, Colorado; and

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

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

Section 1: The budget of the City of Littleton for the fiscal year beginning January 1, 2024, and ending December 31, 2024, is hereby amended by the following additions:

FUND	**EXPENDITURES**
Health Insurance Fund	$850,000
Property & Liability	$125,000
Total	$975,000

Section 2: The provisions of the annual appropriations Ordinance No. 24, Series 2023 are hereby amended with the total of all fund expenditures amended to $159,515,224.

Section 3: 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 4: 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 17th day of December, 2024, passed on first reading by a vote of ___ FOR and ___ AGAINST; and ordered published by posting at Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

PUBLIC HEARING on the Ordinance to take place on the 7th day of January, 2025, in the Council Chamber, Littleton Center, 2255 West Berry Avenue, Littleton, Colorado, at the hour of 6:30 p.m., or as soon thereafter as it may be heard.

PASSED on second and final reading, following public hearing, by a vote of ___ FOR and ___ AGAINST on the 7th day of January, 2025 and ordered published by posting at Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

ATTEST:

_____
Colleen L. Norton
CITY CLERK

_____
Kyle Schlachter
MAYOR

APPROVED AS TO FORM:

_____
Reid Betzing
CITY ATTORNEY

Staff Communication

File #: Resolution 129-2024, **Version:** 1

Agenda Date: 12/17/2024

Subject:
Resolution 129-2024: Approving an amendment to the contract with Axon Enterprise, Inc. for products and services related to the Littleton Police Department

From:	James L. Becklenberg, City Manager
Prepared by:	Doug Stephens, Chief of Police
Presentations:	N/A

PURPOSE:
The police and finance departments seek to amend the current contract(s) with Axon Enterprise, Inc. by combining all existing Axon contracts and extending the amended contract to March 31, 2030.

LONG-TERM OUTCOME(S) SERVED:
Safe Community

DISCUSSION:
The Police Department currently contracts with Axon for several products and services including body-worn cameras (BWC), Tasers, digital evidence management/storage, and interview room recording. Due to varying timeframes of when these products/services came online with the LPD, there are different contracts for several of them. The current primary contract covers most BWC, digital evidence storage, and Tasers and is due to expire April 30, 2027. There is also a separate contract for additional BWC hardware and licensing related to the police personnel expansion in 2024.

The Police Department and Finance Department seek to combine all existing Axon contracts into a single amended contract with an expiration date of March 31, 2030. Axon product and service costs have significantly increased during the current contract and are anticipated to continue to rise substantially in coming years. By amending the Axon contract the City of Littleton will secure 2024 pricing for the length of the contract and stands to have significant savings in the long term by avoiding annual price increases (currently 10 -12% per year). In addition to the long-term savings, the combination of multiple contracts into one provides ease of accounting and fiscal management by all involved departments.

Additionally, the amended contract provides an opportunity for the LPD to include a report writing module designed to increase accuracy and improve efficiency and complete a recommended upgrade of its Taser inventory under 2024 pricing structure.

BACKGROUND:
The LPD has utilized Tasers for many years however, in 2020 the Colorado State Legislature enacted Senate Bill 20-217 which mandated all Colorado Law Enforcement agencies equip all sworn personnel with BWC by

July 1, 2023. The LPD contracted with Axon to provide sworn personnel with BWC beginning May 2022. The existing contract with Axon covers the majority of BWC hardware inventory, interview room camera/audio recording, related video data storage/management, and Tasers. There are currently additional contracts with Axon related to BWC hardware and licensing and Tasers for expansion personnel hired in 2024.

Prior Actions or Discussions

Council approved the current Axon contract in March 2022 (Res. 15-2022). That resolution provided for similar combination of the existing Taser contract with the new BWC contract.

FISCAL IMPACTS:

The total 5-year amended contract cost is $2,127,722.92with annual payments beginning April 2025 as noted below:

- April 2025 - $276,914.00 (current contract price for 2025 - included in the 2025 budgeted)
- May 2025 - $10,728.00 (current contract - included in the 2025 budget)
- April 2026 - $460,020.23
- April 2027 - $460,020.23
- April 2028 - $460,020.23
- April 2029 - $460,020.23

This contract is more than the previous agreement as we have added new services as well as a vendor increase in contract amount. Without this contract, our costs would increase approx. 10-12% annually. This contract allows us to maintain the same annual payment year over year through 2029. It is in the best interest of the city to realize a cost savings by entering into this agreement.

This contract is greater than $500,000, and therefore requires council approval. Also, these services were procured using as a sole source. Axon is the only vendor that meets local law enforcement specifications and allows for interoperability with surrounding jurisdictions and meets electronic discovery requirements in area Judicial Districts.

STAFF RECOMMENDATION:

Staff recommends approving the resolution to amend the contract with Axon Enterprise, Inc.

ALTERNATIVES:

Maintain current contract until expiration and then pay new rates effective as of May 2027. Anticipated increase in cost is 10-12% per year.

PROPOSED MOTION:

I move to approve Resolution 129-2024 approving an amendment to Contract with Axon Enterprise, Inc. for products and services related to the Littleton Police Department.

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CITY OF LITTLETON, COLORADO

Resolution No. 129

Series, 2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LITTLETON, COLORADO, APPROVING AN AMENDMENT TO THE CONTRACT WITH AXON ENTERPRISE INC. FOR EQUIPMENT AND SERVICES FOR THE LITTLETON POLICE DEPARTMENT

WHEREAS, Colorado State Statute requires all law enforcement agencies to provide body-worn cameras (BWCs) to all sworn personnel; and

WHEREAS, in compliance with this law, the city entered into a 5-year agreement with AXON Enterprise, Inc. for equipment and services for the Littleton Police Department's BWC and Taser programs in 2022; and

WHEREAS, the city wishes to amend that agreement and extend the expiration to April 30, 2030.

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

The contract between the City of Littleton and Axon Enterprise Inc, for equipment and services for the Littleton Police Department's body-worn camera and Taser programs is hereby approved.

INTRODUCED, READ AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Littleton, Colorado, on the 17th day of December 2024, at 6:30 p.m. at the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

ATTEST:

_____
Colleen L. Norton
CITY CLERK

_____
Kyle Schlachter
MAYOR

APPROVED AS TO FORM:

_____
Reid Betzing
CITY ATTORNEY



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-638207-45628.918DG

Issued: 12/02/2024

Quote Expiration: 12/31/2024

Estimated Contract Start Date: 05/01/2025

Account Number: 108869

Payment Terms: N30

Delivery Method:

SHIP TO	BILL TO
Littleton Police Department - CO 2255 W Berry Ave Littleton, CO 80120-1151 USA	Littleton Police Department - CO 2255 W Berry Ave Littleton CO 80120-1151 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
David Gollobit Phone: +1 6023212774 Email: dgollobit@axon.com Fax:	Shawn Carlson Phone: 720-480-7838 Email: scarlson@littletongov.org Fax: (303) 795-3706

Quote Summary

Program Length	60 Months
TOTAL COST	$2,127,722.92
ESTIMATED TOTAL W/ TAX	$2,127,722.92

Discount Summary

Average Savings Per Year	$176,685.60
TOTAL SAVINGS	$883,427.98

Payment Summary

Date	Subtotal	Tax	Total
Apr 2025	$276,914.00	$0.00	$276,914.00
May 2025	$10,728.00	$0.00	$10,728.00
Apr 2026	$460,020.23	$0.00	$460,020.23
Apr 2027	$460,020.23	$0.00	$460,020.23
Apr 2028	$460,020.23	$0.00	$460,020.23
Apr 2029	$460,020.23	$0.00	$460,020.23
Total	**$2,127,722.92**	**$0.00**	**$2,127,722.92**

Quote Unbundled Price:	**$3,011,150.90**
Quote List Price:	**$2,420,348.90**
Quote Subtotal:	**$2,127,722.92**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1			$1.00	($14,676.94)	($14,676.94)	$0.00	($14,676.94)
100552	TRANSFER CREDIT - GOODS	1			$1.00	$63,044.66	$63,044.66	$0.00	$63,044.66
B00024	BUNDLE - UNLIMITED PREMIUM	17	60	$319.93	$292.48	$289.56	$295,351.20	$0.00	$295,351.20
BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	15	60	$12.19	$12.40	$0.00	$0.00	$0.00	$0.00
M00014	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80	60	$469.35	$352.06	$306.29	$1,470,192.00	$0.00	$1,470,192.00
A la Carte Hardware									
H00003	AB4 1-Bay Dock Bundle	15			$229.00	$0.00	$0.00	$0.00	$0.00
H00002	AB4 Multi Bay Dock Bundle	2			$1,638.90	$0.00	$0.00	$0.00	$0.00
H00001	AB4 Camera Bundle	10			$849.00	$0.00	$0.00	$0.00	$0.00
H00002	AB4 Multi Bay Dock Bundle	11			$1,638.90	$0.00	$0.00	$0.00	$0.00
H00001	AB4 Camera Bundle	87			$849.00	$0.00	$0.00	$0.00	$0.00
A la Carte Software									
50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	60		$32.98	$32.98	$3,957.60	$0.00	$3,957.60
50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	60		$28.21	$28.21	$6,770.40	$0.00	$6,770.40
50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	60		$111.75	$111.75	$26,820.00	$0.00	$26,820.00
101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	55	60		$70.52	$70.52	$232,716.00	$0.00	$232,716.00
BasicLicense	Basic License Bundle	18	60		$16.27	$16.25	$17,550.00	$0.00	$17,550.00
ProLicense	Pro License Bundle	10	60		$43.40	$43.33	$25,998.00	$0.00	$25,998.00
Total							**$2,127,722.92**	**$0.00**	**$2,127,722.92**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 1-Bay Dock Bundle	100201	AXON BODY 4 - DOCK - SINGLE BAY	15	1	04/01/2025
AB4 1-Bay Dock Bundle	71104	AXON - DOCK/DATAPORT POWERCORD - NORTH AMERICA	15	1	04/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	87	1	04/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	2	1	04/01/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	96	1	04/01/2025
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	96	1	04/01/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	11	1	04/01/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	11	1	04/01/2025

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	11	1	04/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100126	AXON VR - TACTICAL BAG	4	1	04/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	80	2	04/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	2	2	04/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	2	1	04/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100393	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK	80	1	04/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	4	1	04/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100395	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE	6	1	04/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100396	AXON TASER 10 - MAGAZINE - INERT RED	30	1	04/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100399	AXON TASER 10 - CARTRIDGE - LIVE	1600	1	04/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100400	AXON TASER 10 - CARTRIDGE - HALT	480	1	04/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100401	AXON TASER 10 - CARTRIDGE - INERT	300	1	04/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	80	1	04/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100623	AXON TASER - TRAINING - ENHANCED HALT SUIT V2	2	1	04/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100748	AXON VR - CONTROLLER - TASER 10	4	1	04/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100832	AXON VR - CONTROLLER - HANDGUN VR19H	4	1	04/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101122	AXON VR - HOLSTER - T10 SAFARILAND GREY - RH	2	1	04/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101123	AXON VR - HOLSTER - T10 SAFARILAND GREY - LH	2	1	04/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101294	AXON VR - TABLET	4	1	04/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101300	AXON VR - TABLET CASE	4	1	04/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101386	AXON RESPOND - FUSUSCORE - PRO 2.0 4TB HDD STORAGE	4	1	04/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101391	AXON RESPOND - FUSUSCORE - ELITE AI 2.0 44TB HDD STORAGE	1	1	04/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101408	AXON RESPOND - FUSUSCORE - CAD	1	1	04/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	20018	AXON TASER - BATTERY PACK - TACTICAL	80	1	04/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	20018	AXON TASER - BATTERY PACK - TACTICAL	2	1	04/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	20018	AXON TASER - BATTERY PACK - TACTICAL	14	1	04/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	20378	AXON VR - HEADSET - HTC FOCUS 3	4	1	04/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	04/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	04/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	04/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	2	1	04/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	2	1	04/01/2025
BUNDLE - UNLIMITED PREMIUM	100126	AXON VR - TACTICAL BAG	1	1	04/01/2025
BUNDLE - UNLIMITED PREMIUM	100748	AXON VR - CONTROLLER - TASER 10	1	1	04/01/2025
BUNDLE - UNLIMITED PREMIUM	100832	AXON VR - CONTROLLER - HANDGUN VR19H	1	1	04/01/2025
BUNDLE - UNLIMITED PREMIUM	101122	AXON VR - HOLSTER - T10 SAFARILAND GREY - RH	1	1	04/01/2025
BUNDLE - UNLIMITED PREMIUM	101294	AXON VR - TABLET	1	1	04/01/2025
BUNDLE - UNLIMITED PREMIUM	101300	AXON VR - TABLET CASE	1	1	04/01/2025
BUNDLE - UNLIMITED PREMIUM	20378	AXON VR - HEADSET - HTC FOCUS 3	1	1	04/01/2025
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	10	1	05/01/2025
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	11	1	05/01/2025
AB4 Camera Bundle	11508	AXON BODY - MOUNT - RAPIDLOCK DOUBLE MOLLE	11	1	05/01/2025
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	2	1	05/01/2025
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	2	1	05/01/2025
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	2	1	05/01/2025
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100399	AXON TASER 10 - CARTRIDGE - LIVE	240	1	04/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100400	AXON TASER 10 - CARTRIDGE - HALT	640	1	04/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100399	AXON TASER 10 - CARTRIDGE - LIVE	240	1	04/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100400	AXON TASER 10 - CARTRIDGE - HALT	640	1	04/01/2027

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Body Worn Camera Single-Bay Dock TAP Bundle	73313	AXON BODY - TAP REFRESH 1 - DOCK SINGLE BAY	15	1	10/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100210	AXON VR - TAP REFRESH 1 - TABLET	4	1	10/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	4	1	10/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	4	1	10/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	20373	AXON VR - TAP REFRESH 1 - HEADSET	4	1	10/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73309	AXON BODY - TAP REFRESH 1 - CAMERA	82	1	10/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	10	1	10/01/2027
BUNDLE - UNLIMITED PREMIUM	100210	AXON VR - TAP REFRESH 1 - TABLET	1	1	10/01/2027
BUNDLE - UNLIMITED PREMIUM	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	1	1	10/01/2027
BUNDLE - UNLIMITED PREMIUM	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	1	1	10/01/2027
BUNDLE - UNLIMITED PREMIUM	20373	AXON VR - TAP REFRESH 1 - HEADSET	1	1	10/01/2027
BUNDLE - UNLIMITED PREMIUM	73309	AXON BODY - TAP REFRESH 1 - CAMERA	17	1	10/01/2027
BUNDLE - UNLIMITED PREMIUM	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	3	1	10/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100399	AXON TASER 10 - CARTRIDGE - LIVE	240	1	04/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100400	AXON TASER 10 - CARTRIDGE - HALT	640	1	04/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100399	AXON TASER 10 - CARTRIDGE - LIVE	240	1	04/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100400	AXON TASER 10 - CARTRIDGE - HALT	640	1	04/01/2029
Body Worn Camera Single-Bay Dock TAP Bundle	73314	AXON BODY - TAP REFRESH 2 - DOCK SINGLE BAY	15	1	04/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73310	AXON BODY - TAP REFRESH 2 - CAMERA	82	1	04/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	10	1	04/01/2030
BUNDLE - UNLIMITED PREMIUM	73310	AXON BODY - TAP REFRESH 2 - CAMERA	17	1	04/01/2030
BUNDLE - UNLIMITED PREMIUM	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	3	1	04/01/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	18	05/01/2025	04/30/2030
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	18	05/01/2025	04/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	80	05/01/2025	04/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100590	AXON MY90 - LICENSE	80	05/01/2025	04/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101180	AXON TASER - DATA SCIENCE PROGRAM	80	05/01/2025	04/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101357	AXON RESPOND - FUSUSONE - BASIC LEVEL SAAS	1	05/01/2025	04/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	20248	AXON TASER - EVIDENCE.COM LICENSE	80	05/01/2025	04/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	20248	AXON TASER - EVIDENCE.COM LICENSE	1	05/01/2025	04/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	80	05/01/2025	04/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	80	05/01/2025	04/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73618	AXON COMMUNITY REQUEST	80	05/01/2025	04/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73638	AXON STANDARDS - LICENSE	80	05/01/2025	04/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73680	AXON RESPOND PLUS - LICENSE	80	05/01/2025	04/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	80	05/01/2025	04/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	80	05/01/2025	04/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73739	AXON PERFORMANCE - LICENSE	80	05/01/2025	04/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	73746	AXON EVIDENCE - ECOM LICENSE - PRO	80	05/01/2025	04/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	80	05/01/2025	04/30/2030
BUNDLE - UNLIMITED PREMIUM	100165	AXON EVIDENCE - STORAGE - THIRD PARTY UNLIMITED	17	05/01/2025	04/30/2030
BUNDLE - UNLIMITED PREMIUM	100590	AXON MY90 - LICENSE	17	05/01/2025	04/30/2030
BUNDLE - UNLIMITED PREMIUM	20370	AXON VR - FULL ACCESS - TASER ADD-ON USER	17	05/01/2025	04/30/2030
BUNDLE - UNLIMITED PREMIUM	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	17	05/01/2025	04/30/2030
BUNDLE - UNLIMITED PREMIUM	73618	AXON COMMUNITY REQUEST	17	05/01/2025	04/30/2030
BUNDLE - UNLIMITED PREMIUM	73638	AXON STANDARDS - LICENSE	17	05/01/2025	04/30/2030
BUNDLE - UNLIMITED PREMIUM	73680	AXON RESPOND PLUS - LICENSE	17	05/01/2025	04/30/2030
BUNDLE - UNLIMITED PREMIUM	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	17	05/01/2025	04/30/2030

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - UNLIMITED PREMIUM	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	17	05/01/2025	04/30/2030
BUNDLE - UNLIMITED PREMIUM	73739	AXON PERFORMANCE - LICENSE	17	05/01/2025	04/30/2030
BUNDLE - UNLIMITED PREMIUM	73746	AXON EVIDENCE - ECOM LICENSE - PRO	17	05/01/2025	04/30/2030
BUNDLE - UNLIMITED PREMIUM	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	17	05/01/2025	04/30/2030
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	30	05/01/2025	04/30/2030
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	10	05/01/2025	04/30/2030
A la Carte	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	55	05/01/2025	04/30/2030
A la Carte	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	05/01/2025	04/30/2030
A la Carte	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	05/01/2025	04/30/2030
A la Carte	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	05/01/2025	04/30/2030

Services

Bundle	Item	Description	QTY
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100105	AXON MY90 - PSO - SETUP	1
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	80
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	6
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101193	AXON TASER - ON DEMAND CERTIFICATION	1
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101421	AXON RESPOND - FUSUS SOFTWARE IMPLEMENTATION	1
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	80
BUNDLE - UNLIMITED PREMIUM	100105	AXON MY90 - PSO - SETUP	1
BUNDLE - UNLIMITED PREMIUM	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	2
BUNDLE - UNLIMITED PREMIUM	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	17

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Single-Bay Dock TAP Bundle	80466	AXON BODY - TAP WARRANTY - SINGLE BAY DOCK	15	04/01/2026	04/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	4	04/01/2026	04/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100213	AXON VR - EXT WARRANTY - TABLET	4	04/01/2026	04/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	80	04/01/2026	04/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	2	04/01/2026	04/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101007	AXON VR - EXT WARRANTY - CONTROLLER	4	04/01/2026	04/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	4	04/01/2026	04/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	1	04/01/2026	04/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	4	04/01/2026	04/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	101424	AXON RESPOND - FUSUSCORE - EXTENDED WARRANTY	1	04/01/2026	04/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	80	04/01/2026	04/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	14	04/01/2026	04/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	2	04/01/2026	04/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	04/01/2026	04/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80464	AXON BODY - TAP WARRANTY - CAMERA	80	04/01/2026	04/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80464	AXON BODY - TAP WARRANTY - CAMERA	2	04/01/2026	04/30/2030
BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	10	04/01/2026	04/30/2030
BUNDLE - UNLIMITED PREMIUM	100197	AXON VR - EXT WARRANTY - HTC FOCUS 3 HEADSET	1	04/01/2026	04/30/2030
BUNDLE - UNLIMITED PREMIUM	100213	AXON VR - EXT WARRANTY - TABLET	1	04/01/2026	04/30/2030
BUNDLE - UNLIMITED PREMIUM	101007	AXON VR - EXT WARRANTY - CONTROLLER	1	04/01/2026	04/30/2030
BUNDLE - UNLIMITED PREMIUM	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	1	04/01/2026	04/30/2030
BUNDLE - UNLIMITED PREMIUM	80464	AXON BODY - TAP WARRANTY - CAMERA	17	04/01/2026	04/30/2030

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
BUNDLE - UNLIMITED PREMIUM	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	3	04/01/2026	04/30/2030

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	2255 W Berry Ave	Littleton	CO	80120-1151	USA
2	2255 W Berry Ave	Littleton	CO	80120-1151	USA

Payment Details

Apr 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	55	$25,710.98	$0.00	$25,710.98
Year 1	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	$2,963.13	$0.00	$2,963.13
Year 1	B00024	BUNDLE - UNLIMITED PREMIUM	17	$32,631.02	$0.00	$32,631.02
Year 1	BasicLicense	Basic License Bundle	18	$1,938.96	$0.00	$1,938.96
Year 1	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	15	$0.00	$0.00	$0.00
Year 1	H00001	AB4 Camera Bundle	87	$0.00	$0.00	$0.00
Year 1	H00002	AB4 Multi Bay Dock Bundle	11	$0.00	$0.00	$0.00
Year 1	H00003	AB4 1-Bay Dock Bundle	15	$0.00	$0.00	$0.00
Year 1	M00014	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80	$162,429.88	$0.00	$162,429.88
Year 1	ProLicense	Pro License Bundle	10	$2,872.31	$0.00	$2,872.31
Invoice Upon Fulfillment	100552	TRANSFER CREDIT - GOODS	1	$63,044.66	$0.00	$63,044.66
Invoice Upon Fulfillment	100553	TRANSFER CREDIT - SOFTWARE AND SERVICES	1	($14,676.94)	$0.00	($14,676.94)
Total				**$276,914.00**	**$0.00**	**$276,914.00**

May 2025

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	50039	AXON INTERVIEW - CLIENT SOFTWARE - MAINT. PER TOUCH PANEL	4	$6,770.40	$0.00	$6,770.40
Invoice Upon Fulfillment	50043	AXON INTERVIEW - STREAMING SERVER MAINTENANCE - PER SERVER	2	$3,957.60	$0.00	$3,957.60
Invoice Upon Fulfillment	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	15	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	H00001	AB4 Camera Bundle	10	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	H00002	AB4 Multi Bay Dock Bundle	2	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	M00014	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80	$0.00	$0.00	$0.00
Total				**$10,728.00**	**$0.00**	**$10,728.00**

Apr 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	55	$51,751.25	$0.00	$51,751.25
Year 2	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	$5,964.22	$0.00	$5,964.22
Year 2	B00024	BUNDLE - UNLIMITED PREMIUM	17	$65,680.04	$0.00	$65,680.04
Year 2	BasicLicense	Basic License Bundle	18	$3,902.76	$0.00	$3,902.76
Year 2	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	15	$0.00	$0.00	$0.00
Year 2	H00001	AB4 Camera Bundle	87	$0.00	$0.00	$0.00
Year 2	H00002	AB4 Multi Bay Dock Bundle	11	$0.00	$0.00	$0.00
Year 2	H00003	AB4 1-Bay Dock Bundle	15	$0.00	$0.00	$0.00
Year 2	M00014	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80	$326,940.54	$0.00	$326,940.54
Year 2	ProLicense	Pro License Bundle	10	$5,781.42	$0.00	$5,781.42
Total				**$460,020.23**	**$0.00**	**$460,020.23**

Apr 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	55	$51,751.25	$0.00	$51,751.25
Year 3	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	$5,964.22	$0.00	$5,964.22
Year 3	B00024	BUNDLE - UNLIMITED PREMIUM	17	$65,680.04	$0.00	$65,680.04
Year 3	BasicLicense	Basic License Bundle	18	$3,902.76	$0.00	$3,902.76
Year 3	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	15	$0.00	$0.00	$0.00
Year 3	H00001	AB4 Camera Bundle	87	$0.00	$0.00	$0.00
Year 3	H00002	AB4 Multi Bay Dock Bundle	11	$0.00	$0.00	$0.00
Year 3	H00003	AB4 1-Bay Dock Bundle	15	$0.00	$0.00	$0.00
Year 3	M00014	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80	$326,940.54	$0.00	$326,940.54
Year 3	ProLicense	Pro License Bundle	10	$5,781.42	$0.00	$5,781.42
Total				**$460,020.23**	**$0.00**	**$460,020.23**

Apr 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	55	$51,751.25	$0.00	$51,751.25
Year 4	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	$5,964.22	$0.00	$5,964.22
Year 4	B00024	BUNDLE - UNLIMITED PREMIUM	17	$65,680.04	$0.00	$65,680.04
Year 4	BasicLicense	Basic License Bundle	18	$3,902.76	$0.00	$3,902.76
Year 4	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	15	$0.00	$0.00	$0.00
Year 4	H00001	AB4 Camera Bundle	87	$0.00	$0.00	$0.00
Year 4	H00002	AB4 Multi Bay Dock Bundle	11	$0.00	$0.00	$0.00
Year 4	H00003	AB4 1-Bay Dock Bundle	15	$0.00	$0.00	$0.00
Year 4	M00014	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80	$326,940.54	$0.00	$326,940.54
Year 4	ProLicense	Pro License Bundle	10	$5,781.42	$0.00	$5,781.42
Total				**$460,020.23**	**$0.00**	**$460,020.23**

Apr 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	101283	AXON RECORDS - DRAFT ONE - AI-ASSISTED REPORT WRITING	55	$51,751.25	$0.00	$51,751.25
Year 5	50045	AXON EVIDENCE - STORAGE - INTERVIEW ROOM UNLIMITED	4	$5,964.22	$0.00	$5,964.22
Year 5	B00024	BUNDLE - UNLIMITED PREMIUM	17	$65,680.04	$0.00	$65,680.04
Year 5	BasicLicense	Basic License Bundle	18	$3,902.76	$0.00	$3,902.76
Year 5	BWCamSBDTAP	Body Worn Camera Single-Bay Dock TAP Bundle	15	$0.00	$0.00	$0.00
Year 5	H00001	AB4 Camera Bundle	87	$0.00	$0.00	$0.00
Year 5	H00002	AB4 Multi Bay Dock Bundle	11	$0.00	$0.00	$0.00
Year 5	H00003	AB4 1-Bay Dock Bundle	15	$0.00	$0.00	$0.00
Year 5	M00014	BUNDLE - OFFICER SAFETY PLAN 10 PREMIUM	80	$326,940.54	$0.00	$326,940.54
Year 5	ProLicense	Pro License Bundle	10	$5,781.42	$0.00	$5,781.42
Total				**$460,020.23**	**$0.00**	**$460,020.23**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-368123, Q-395988, Q-400842, Q-480849, Q-487539

Agency is terminating those contracts effective 5/1/2025 Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

The parties agree that Axon is applying a Net Transfer Debit of $48,367.72

100% discounted body-worn camera and docking station hardware contained in this quote reflects a TAP replacement for hardware purchased under existing contract #Q-368123. All TAP obligations from this contract will be considered fulfilled upon execution of this quote.

Kyle Schlachter, Mayor
Signature

Date Signed

ATTEST

Colleen Norton
CITY CLERK

APPROVED AS TO FORM:

Reid Betzing
CITY ATTORNEY



Master Services and Purchasing Agreement for Customer

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Public Safety Australia Pty Ltd ("**Axon**"), and the customer listed below or, if no customer is listed below, the customer on the Quote attached hereto ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote as defined below. It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions**.

   1.1. "**Axon Cloud Services**" means Axon's web services, including but not limited to, Axon Evidence, Axon Records, Axon Dispatch, FUSUS services and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

   1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.

   1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

   1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term**. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

   2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

   2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment**. Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

4. **Taxes**. Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

5. **Shipping**. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

6. **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty**.

   7.1. **Limited Warranty**. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt , respectively, from the date of Customer's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one (1) year hardware warranty through the extended warranty term purchased.

7.2. **Disclaimer. All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.**

7.3. **Claims**. If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

7.4. **Spare Axon Devices**. At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.

7.5. **Limitations**. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.

7.5.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.

7.5.2. Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

7.6. **Online Support Platforms**. Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

7.7. **Third-Party Software and Services**. Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

7.8. **Axon Aid**. Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately

upon notice to the Customer.

8. **Statement of Work**. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings**. See www.axon.com/legal for the most current Axon Device warnings.

10. **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.

11. **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Customer's election not to utilize any portion of an Axon bundle.

12. **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

13. **IP Rights**. Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.

14. **IP Indemnification**. Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("**Axon Products**") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b) use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.

15. **Customer Responsibilities**. Customer is responsible for (a) Customer's use of Axon Devices; (b)Customer or an end user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

16. **Termination**.

    16.1. **For Breach**. A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

    16.2. **By Customer**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.

    16.3. **Effect of Termination**. Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

17. **Confidentiality**. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon

Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

18. **General**.

18.1. **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

18.2. **Independent Contractors**. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.

18.3. **Third-Party Beneficiaries**. There are no third-party beneficiaries under this Agreement.

18.4. **Non-Discrimination**. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

18.5. **Export Compliance**. Each Party will comply with all import and export control laws and regulations.

18.6. **Assignment**. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

18.7. **Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

18.8. **Severability**. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

18.9. **Survival**. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.

18.10. **Governing Law**. The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

18.11. **Notices**. All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Public Safety Australia Pty Ltd, Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

18.12 **Entire Agreement**. This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at https://www.axon.com/sales-terms-and-conditions, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:

Axon Enterprise, Inc.

Signature: _____

Name: Robert Driscoll

Title: Deputy General Counsel

Date: _____

CUSTOMER:

City of Littleton

Signature: _____

Name: Kyle Schlachter

Title: MAYOR

Date: _____

ATTEST

_____
Colleen Norton
CITY CLERK

APPROVED AS TO FORM:

_____
Reid Betzing
CITY ATTORNEY

Axon Cloud Services Terms of Use Appendix

1. **Definitions**.

    a. **"Customer Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.

    b. "**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by a Customer. Evidence is a subset of Customer Content.

    c. "**Non-Content Data**" is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.

    d. "**Provided Data**" means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.

    e. "**Transformed Data**" means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

2. **Access**. Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Customer may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Customer may not upload non-TASER Data to Axon Evidence Lite.

3. **Customer Owns Customer Content**. Customer controls and owns all right, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.

5. **Customer Responsibilities**. Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer end user's use of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI generated reports. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to Axon Cloud Services.

    a. Customer will also maintain the security of end usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.

6. **Privacy**. Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic

screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body Wi-Fi Positioning**. Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.

8. **Storage**. For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if data originates from Axon Capture or an Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

   For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Customer is prohibited from storing data for other law enforcement agencies; and (iii) Customer may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Customer Content created by Axon Devices or Evidence.com.

9. **Location of Storage**. Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. For Australian agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within Australia. . Ownership of Customer Content remains with Customer.

10. **Suspension**. Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.

11. **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services.

12. **TASER Data Science Program**. Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

    If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

    Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. **The Data Science report is provided "as is" and without any warranty of any kind.**

    In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to privacy@axon.com. Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

13. **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Customer purchases an OSP 7 or OSP 10 bundle. During Customer's Axon Records Subscription Term, if any, Customer will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

    a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")

b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Customer purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Customer.

d. Users of Axon Records at the Customer may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

14. **Axon Cloud Services Restrictions**. Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

    a. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

    b. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

    c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

    d. use Axon Cloud Serves as a service bureau, or as part of an Customer infrastructure as a service;

    e. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

    f. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

    g. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

    h. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.

15. **Draft One** Axon may impose usage restrictions if a single user generates more than one hundred (100) reports per month for two or more consecutive months.

16. **After Termination**. Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.

17. **Post-Termination Assistance**. Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

18. **U.S. Government Rights**. If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of `a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.

19. **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Customer Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Customer will be a participant in ACEIP Tier 1. If Customer does not want to participate in ACEIP Tier 1, Customer can revoke its consent at any time. If Customer wants to participate in Tier 2, as detailed below, Customer can check the ACEIP Tier 2 box below. If Customer does not want to participate in ACEIP Tier 2, Customer should leave box unchecked. At any time, Customer may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

2. **ACEIP Tier 1.**

   2.1. When Axon uses Customer Content for the ACEIP Purposes, Axon will extract from Customer Content and may store separately copies of certain segments or elements of the Customer Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Customer Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1[1]. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Customer from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Customer request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Customer may revoke the consent granted herein to Axon to access and use Customer Content for ACEIP Purposes. Within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Customer. In addition, if Axon uses Customer Content for the ACEIP Purposes, upon request, Axon will make available to Customer a list of the specific type of Customer Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Customer Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Customer notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Customer with a mechanism to obtain notice of that update or another commercially reasonable method to Customer designated contact) ("**New Use Case**").

   2.2. **Expiration of ACEIP Tier 1**. Customer consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Customer's request, Axon will no longer access or use Customer Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Customer.

3. **ACEIP Tier 2**. In addition to ACEIP Tier 1, if Customer wants to help further improve Axon's services, Customer may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Customer

[1] For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Customer wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Customer into ACEIP Tier 2 until Axon and Customer agree to terms in writing providing for such participation in ACEIP Tier 2.

Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services**. Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.

2. **Axon Full Service (Axon Full Service)**. Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Customer need • Register cameras to Customer domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access • One on-site session included
Dock configuration • Work with Customer to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Customer • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter)**. Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support)

• Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Customer need • Troubleshoot IT issues with Axon Evidence and Dock access
Dock configuration • Work with Customer to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual)**. Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.

5. **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Customer need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full Service Package**: On-site assistance included • **For the CEW Starter Package**: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • **For the CEW Full Service Package:** On-site assistance included • **For the CEW Starter Package:** Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs. • **For the CEW Full Service Package:** Training for up to 3 individuals at Customer • **For the CEW Starter Package:** Training for up to 1 individual at Customer
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review **For the CEW Full Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

6. **Smart Weapon Transition Service**. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW

Smart Weapons that Customer is replacing with newer Smart Weapon models.
Return of Old Weapons Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon VR headset content • Configure Customer settings based on Customer need • Troubleshoot IT issues with Axon VR headset
Axon instructor training (Train the Trainer) Training for up to five (5) Customer's in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer's requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon Air App (ASDS) • Configure Customer settings based on Customer need • Configure drone controller • Troubleshoot IT issues with Axon Evidence
Axon instructor training (Train the Trainer) Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service**.

    a. **Purchases of 50 SSA units or more**: Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.

    b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration**.**

11. **Out of Scope Services**. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

12. **Delivery of Services**. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon

personnel to Customer premises as work hours.

13. **Access Computer Systems to Perform Services**. Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

14. **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it

15. **Acceptance**. When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Customer to have accepted the professional services.

16. **Customer Network**. For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.

Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan**. If Customer purchases an Officer Safety Plan ("**OSP**"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term**. OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP BWC Upgrade**. If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon dock.
5. **TAP Dock Upgrade**. If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon dock bay configuration unless a new Axon dock core is required for BWC compatibility. If Customer originally purchased a single-bay Axon dock, the Dock Upgrade will be a single-bay Axon dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon dock, the Dock Upgrade will be a multi-bay Axon dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change**. If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device**. Within thirty (30) days of receiving a BWC or Dock Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer.
9. **Termination**. If Customer's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
   - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
   - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
   - 9.3. Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.

TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7/10, OSP 7/10, OSP Plus, or OSP 7/10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training**. If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion however Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other device or service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. **Trade-in**. If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

Customer Size	**Days to Return from Start Date of TASER 10 Subscription**
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER Device Subscription Term**. The TASER Device Subscription Term for a standalone TASER Device purchase begins on shipment of the TASER Device. The TASER Device Subscription Term for OSP 7/10 begins on the OSP 7/10 start date.
6. **Access Rights**. Upon Axon granting Customer a TASER Device Axon Evidence subscription, Customer may access and use Axon Evidence for the storage and management of data from TASER Devices devices during the TASER Device Subscription Term. Customer may not exceed the number of end users the Quote specifies.
7. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement Customer transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
10. **Termination**. If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:

    10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
    10.2. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriations, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of

termination.

10.3. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.

Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Customer's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Customer's CAD or RMS.

2. **Support**. For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Customer maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Customer changes its CAD or RMS.

3. **Changes**. Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

4. **Customer Responsibilities**. Axon's performance of Auto-Tagging Services requires Customer to:

   4.1. Make available relevant systems, including Customer's current CAD or RMS, for assessment by Axon (including remote access if possible);

   4.2. Make required modifications, upgrades or alterations to Customer's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;

   4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Customer safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;

   4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;

   4.5. Promptly install and implement any software updates provided by Axon;

   4.6. Ensure that all appropriate data backups are performed;

   4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;

   4.8. Provide Axon with remote access to Customer's Axon Evidence account when required;

   4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Customer; and

   4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

5. **Access to Systems**. Customer authorizes Axon to access Customer's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. Customer Responsibilities.

   1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 Axon Fleet 3 or a future Fleet iteration (collectively, "**Axon Fleet**") as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.

   1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Customer vehicles. Customer is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates, Failure to make vehicles available may require an equitable adjustment in fees or schedule.

2. **Cradlepoint**. If Customer purchases Cradlepoint Enterprise Cloud Manager, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly.

3. **Third-party Installer**. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4. Wireless Offload Server.

   4.1. **License Grant**. Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

   4.2. **Restrictions**. Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

   4.3. **Updates**. If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

   4.4. **WOS Support**. Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.

5. Axon Vehicle Software.

   5.1. **License Grant**. Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.

   5.2. **Restrictions**. Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

6. **Acceptance Checklist**. If Axon provides services to Customer pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.

7. **Axon Fleet Upgrade**. If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Customer with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.

   7.1. If Customer would like to change models for the Axon Fleet Upgrade, Customer must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

   7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.

8. **Axon Fleet Termination.** Axon may terminate Customer's Fleet subscription for non-payment. Upon any termination:

   8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.

   8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.

   8.3. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.

Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term**. If Customer purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Customer. If Customer purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Customer, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

2. **Scope of Axon Respond**. The scope of Axon Respond is to assist Customer with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Customer uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Customer on upgrading Customer's Axon Respond to better meet Customer's needs.

3. **Axon Body LTE Requirements**. Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer utilclzes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Customer's consent.

4. **Axon Fleet LTE Requirements.** Axon Respond is only available and usable with a Fleet system configured with LTE modem and service. Customer is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Customer's LTE carrier.

5. **Axon Respond Service Limitations**. Customer acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

    5.1. With regard to Axon Body, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

6. **Termination**. Upon termination of this Agreement, or if Customer stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term**. If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Customer.

1.1. If Customer purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Customer, or (2) first day of the month following the Effective Date.

1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

2. **Axon Community Request Storage**. For Axon Community Request, Customer may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

3. **Performance Auto-Tagging Data**. In order to provide some features of Axon Performance to Customer, Axon will need to store call for service data from Customer's CAD or RMS.

Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Customer purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Customer. If Customer purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Customer.

   1.1. If Customer cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.

2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customer will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.

3. **Axon Unlimited Transcribe.** Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, Customer may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.

4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.

Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term**. The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Customer related to virtual reality (collectively, "**Virtual Reality Media**").

2. **Headsets**. Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those headsets from Axon.

3. **License Restrictions**. All licenses will immediately terminate if Customer does not comply with any term of this Agreement. If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon. Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer may not:

   3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;

   3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;

   3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;

   3.4. use trade secret information contained in Virtual Reality Media;

   3.5. resell, rent, loan or sublicense Virtual Reality Media;

   3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or

   3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.

4. **Privacy**. Customer's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at https://www.axon.com/axonvrprivacypolicy.

5. **Termination**. Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.

Axon Evidence Local Software Appendix

This Appendix applies if Axon Evidence Local is included on the Quote.

1. **License**. Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Customer may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Customer may make copies of Axon Evidence Local for archival purposes only. Axon shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term**. The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions**. All licenses will immediately terminate if Customer does not comply with any term of this Agreement. Customer may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Customer may not:
   - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
   - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
   - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
   - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
   - 3.5. use trade secret information contained in Axon Evidence Local;
   - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
   - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
   - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support**. Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Customer is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination**. Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Customer's right to login to Axon Evidence Local.

Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services is included on the Quote.

1. **Definitions**.

   1.1. "**API Client**" means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.

   1.2. "**API Interface**" means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.

   1.3. "**Axon Evidence Partner API, API or Axon API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.

   1.4. "**Use**" means any operation on Customer's data enabled by the supported API functionality.

2. **Purpose and License**.

   2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.

   2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.

   2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration**. Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

4. **Customer Responsibilities**. When using API Service, Customer and its end users may not:

   4.1. use API Service in any way other than as expressly permitted under this Agreement;

   4.2. use in any way that results in, or could result in, any security breach to Axon;

   4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;

   4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

   4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

   4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

   4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;

   4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;

   4.9. make available to a third-party, any token, key, password or other login credentials to API Service;

   4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or

   4.11. disclose Axon's API manual.

5. **API Content**. All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:

5.1. the design, structure and naming of API Service fields in all responses and requests;

5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;

5.3. the structure of and relationship of API Service resources; and

5.4. the design of API Service, in any part or as a whole.

6. **Prohibitions on API Content**. Neither Customer nor its end users will use API content returned from the API Interface to:

6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;

6.3. misrepresent the source or ownership; or

6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7. **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope**. Advanced User Management allows Customer to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.

2. **Advanced User Management Configuration**. Customer will work independently to configure Customer's Advanced User Management for Customer's applicable Use. Upon request, Axon will provide general guidance to Customer, including documentation that details the setup and configuration process.

FUSUS APPENDIX

1. **Access**. Upon Axon granting Customer a subscription to FUSUS cloud services in the Quote, Customer may access and use FūsusONE Real Time Interoperability Solution services to for the purpose of viewing and managing Customer Content. Some Customer content contained in Axon's Evidence.com may not be accessible or transferable to the FUSUS cloud services.

2. **Product Limits**. The following limitations apply to the below products:

	Lite	Basic	Pro	Enterprise	Enterprise Plus
Total Number of Managed End Points	150	150	500	1500	4500
Max Number of Video Streams Connected	0	150	500	1500	4500
Indefinite Cloud Storage		2TB	5TB	10TB	30TB

Overages may result in additional fees or the need to upgrade products.

3. **Disclaimer**. Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.

4. **Data Privacy**. Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics. Customer Content saved in Axon Cloud Services is the sole property of Customer and may not be distributed by Axon to any third parties outside of the Customer's organization without the Customer's expressed written consent.

Axon Channel Services Appendix

This Appendix applies if Customer purchases Axon Channel Service, as set forth on the Quote.

1. Definitions.

   1.1. "**Axon Digital Evidence Management System**" means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.

   1.2. "**Active Channel**" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

   1.3. "**Inactive Channel**" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2. **Scope**. Customer currently has a third-party system or data repository from which Customer desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Customer's third-party data into an Axon Digital Evidence Management System or the transfer of Customer data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Customer Content. Customer is responsible for verifying all necessary data is migrated correctly and retained per Customer policy.

3. **Changes**. Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

4. **Purpose and Use**. Customer is responsible for verifying Customer has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Customer is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Customer's network and systems to perform the Services described in the Channel Services SOW. Customer is responsible for facilitating this access per all laws and policies applicable to Customer.

5. **Project Management**. Axon will assign a Project Manager to work closely with Customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

6. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.

7. **Monitoring**. Axon may monitor Customer's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Customer agrees not to interfere with such monitoring or obscure from Axon Customer's use of channel services.

8. **Customer's Responsibilities.** Axon's successful performance of the Channel Services requires Customer:

   8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);

   8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Customer (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Customer premises with laptop personal computers and any other materials needed to perform the Channel Services);

   8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;

   8.4. Ensure all appropriate data backups are performed;

   8.5. Provide Axon with remote access to the Customer's network and third-party systems when required for Axon to perform the Channel Services;

   8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and

   8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators,

and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

VIEVU Data Migration Appendix

This Appendix applies if Customer purchases Migration services, as set forth on the Quote.

1. **Scope**. Customer currently has legacy data in the VIEVU solution from which Customer desires to move to Axon Evidence. Axon will work with Customer to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Customer and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Customer resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Customer's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.

   1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Customer. The Migration SOW will provide further detail.

2. **Changes**. Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

3. **Project Management**. Axon will assign a Project Manager to work closely with Customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

4. **Downtime**. There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Customer is migrating. Axon will work with Customer to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.

5. **Functionality Changes**. Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.

6. **Acceptance**. Once the Migration is complete, Axon will notify Customer and provide an acceptance form. Customer is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Customer policy. Customer will have ninety (90) days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.

   6.1. In the event Customer does not accept the Migration, Customer agrees to notify Axon within a reasonable time. Customer also agrees to allow Axon a reasonable time to resolve any issue. In the event Customer does not provide Axon with a written rejection of the Migration during these ninety (90) days, Customer may be charged for additional monthly storage costs. After Customer provides acceptance of the Migration, Axon will delete all data from the VIEVU solution ninety (90) days after the Migration.

7. **Post-Migration**. After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Customer elects to maintain data within the VIEVU solution, Axon will provide Customer ninety (90) days' notice before ending support for the VIEVU solution.

8. **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.

9. **Monitoring**. Axon may monitor Customer's use of Migration to ensure quality, improve Axon Devices and Services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Customer agrees not to interfere with such monitoring or obscure Customer's use of Migration from Axon.

10.

Axon Technical Account Manager Appendix

This Appendix applies if Axon Support Engineer services are included on the Quote.

1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("**TAM**") services, as outlined in the Quote, when the TAM commences work on-site at Customer.

2. **Full-Time TAM Scope of Services.**

   2.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.

   2.2. Customer's Axon sales representative and Axon's Customer Success team will work with Customer to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Customer's needs and availability of a Full-Time TAM.

   2.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer, and Customer is current on all payments for the Full-Time TAM Service.

   2.4. The Full-Time TAM **Service options are listed below:**

Ongoing System Set-up and Configuration Assisting with assigning cameras and registering docks Maintaining **Customer's Axon Evidence account** Connecting Customer to "Early Access" programs for new devices
Account Maintenance Conducting on-site training on new features and **devices for Customer leadership team(s)** Thoroughly documenting issues and workflows and suggesting new workflows to improve **the effectiveness of the Axon program** Conducting weekly meetings to cover current issues and program status
Data Analysis Providing on-demand Axon usage data to identify trends and insights for improving daily workflows Comparing **Customer's Axon usage and trends to peers to establish best practices** Proactively monitoring the health of Axon equipment and coordinating returns when needed
Direct Support Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices Proactively monitoring the health of **Axon equipment** Creating and monitoring RMAs **on-site** Providing Axon app support Monitoring and testing new firmware and workflows before they are released to Customer's production environment
Customer Advocacy Coordinating bi-**annual voice of customer meetings with Axon's Device Management team** Recording and tracking Customer feature requests and major bugs

3. **Regional TAM Scope of Services**

   3.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Customer must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.

   3.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Customer, depending upon the availability of a Regional TAM.

   3.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer and Customer is current on all payments for the Regional TAM Service.

   3.4. The Regional TAM service options are listed below:

Account Maintenance Conducting remote training on new features and **devices for Customer's leadership** Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program** Conducting weekly conference calls to cover **current issues and program status** Visiting Customer quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Customer's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices
Direct Support **Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices** Creating and monitoring RMAs remotely
Data Analysis Providing quarterly Axon **usage data to identify trends and program efficiency opportunities** Comparing an **Customer's Axon usage and trends to peers to establish best practices** Proactively monitoring the health of Axon equipment and coordinating returns when needed
Customer Advocacy Coordinating bi-yearly Voice of **Customer meetings with Device Management team** Recording and tracking Customer feature requests and major bugs

4. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.

5. **TAM Leave Time**. The TAM will be allowed up seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Customer to coordinate any time off and will provide Customer with at least two (2) weeks' notice before utilizing any vacation days.

Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant**. Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Customer a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer they shall become part of the Software and governed by the terms of this Agreement.

2. **Third-Party Licenses**. Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Customer agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.

3. **Restrictions on Use**. Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer's rights to or to use the Software. Any rights not granted are reserved to Axon.

4. **Term**. For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Customer fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Customer.

5. **Title**. Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.

6. **Copies**. The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.

7. **Actions Required Upon Termination**. Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Customer ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.

8. **Export Controls**. None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.

9. **U.S. Government Restricted Rights**. The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Customer supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or

subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

My90 Terms of Use Appendix

Definitions.

1.1. "**My90**" means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.

1.2. "**Recipient Contact Information**" means contact information, as applicable, including phone number or email address (if available) of the individual whom Customer would like to obtain feedback.

1.3. "**Customer Data**" means

1.3.1. "My90 Customer Content" which means data, including Recipient Contact Information, provided to My90 directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Customer Content does not include My90 Non-Content Data.

1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Customer's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Customer Content.

1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.

1.4. "**My90 Data**" means

1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Customer and survey recipients within My90.

1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.

1.5. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

1.6. "**Processing**" means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

1.7. "**Sensitive Personal Data**" means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.

2. **Access**. Upon Axon granting Customer a subscription to My90, Customer may access and use My90 to store and manage My90 Customer Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.

3. **IP address**. Axon will not store survey respondents' IP address.

4. **Customer Owns My90 Customer Content**. Customer controls or owns all right, title, and interest in My90 Customer Content. Except as outlined herein, Axon obtains no interest in My90 Customer Content, and My90 Customer Content is not Axon's business records. Except as set forth in this Agreement, Customer is responsible for uploading, sharing, managing, and deleting My90 Customer Content. Axon will only have access to My90 Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to My90 Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.

5. **Details of the Processing**. The nature and purpose of the Processing under this Appendix are further specified in Schedule 1 Details of the Processing, to this Appendix.

6. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Customer Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Customer Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Customer, such as ISO 27001 certification or SOC 2 Reporting.

7. **Privacy**. Customer use of My90 is subject to the My90 Privacy Policy, a current version of which is available at https://www.axon.com/legal/my90privacypolicy. Customer agrees to allow Axon access to My90 Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.

8. **Location of Storage**. Axon may transfer Customer Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Customer Data. For all Customer, Axon will Process and store Customer Data within the country Customer is based. Ownership of My90 Customer Content remains with Customer.

9. **Required Disclosures**. Axon will not disclose Customer Data that Customer shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Data so Customer may file an objection with the court or administrative body, unless prohibited by law.

10. **Data Sharing**. Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:

    10.1. Axon may share Customer Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.

    10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably be linked directly or indirectly to a particular individual.

11. **License and Intellectual Property**. Customer grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Customer Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Customer Data to any third party under this right that is not aggregated and de-identified. Customer acknowledges that Customer will have no intellectual property right in any media, good or service developed or improved by Axon. Customer acknowledges that Axon may make any lawful use of My90 Data and any derivative of Customer Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Customer will have no intellectual property right in any good, service, media, or other product that uses My90 Data.

12. **Customer Use of Aggregated Survey Response**. Axon will make available to Customer Aggregated Survey Response and rights to use for any Customer purpose.

13. **Data Subject Rights**. Taking into account the nature of the Processing, Axon shall assist Customer by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Customer's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Customer Content. If in regard to My90 Customer Content, Axon receives a Data Subject Request from Customer's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Customer. Customer will be responsible for responding to any such request.

14. **Assistance with Requests Related to My90 Customer Content**. With regard to the processing of My90 Customer Content, Axon shall, if not prohibited by applicable law, notify Customer without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Customer Content; (b) receives a complaint or request from a third party regarding the obligations of Customer or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Customer Content or the Processing or protection of My90 Customer Content. Axon

shall not respond to such requests, complaints, or communications, unless Customer has given Axon written instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Customer of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing**. If Axon Evidence partner sharing is used to share My90 Customer Content, Customer will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Customer acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Customer also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.

16. **Data Retention**. Phone numbers provided to Axon directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.

17. **Termination**. Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Customer Content or the potential monetization of Survey Response and Aggregated Survey Response.

18. **Managing Data Shared**. Customer is responsible for:

    18.1. Ensuring My90 Customer Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;

    18.2. Ensuring that only My90 Customer Content that is authorized to be shared for the purposes outlined is shared with Axon. Customer will periodically monitor or audit this shared data;

    18.3. Using an appropriately secure data transfer mechanism to provide My90 Customer Content to Axon;

    18.4. Immediately notifying Axon if My90 Customer Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Customer Content in the event Customer requests to un-share previously shared My90 Customer Content;

19. **Prior to enrollment in My90**. Prior to enrolling in My90, Customer will:

    19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;

    19.2. develop a set of default qualification criteria of what My90 Customer Content may be shared with Axon; and

    19.3. assign responsibilities for managing what My90 Customer Content is shared with Axon and educate users on what data may or not be shared with Axon.

20. **Customer Responsibilities**. Customer is responsible for:

    20.1. ensuring no My90 Customer Content or Customer end user's use of My90 Customer Content or My90 violates this Agreement or applicable laws;

    20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Customer Data in accordance with this Agreement; and

    20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Customer becomes aware of any violation of this Agreement by an end user, Customer will immediately terminate that end user's access to My90. Customer will also maintain the security of end usernames and passwords and security and access by end users to My90 Customer Content. Customer is responsible for ensuring the configuration and utilization of My90 meets applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon

immediately if an unauthorized party may be using Customer's account or My90 Customer Content or if account information is lost or stolen.

21. **Suspension**. Axon may temporarily suspend Customer's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Customer or end user's use of or registration for My90 may (a) pose a security risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Customer Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.

22. **My90 Restrictions.** Customer and Customer end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;

22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;

22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;

22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;

22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or

22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Customer obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:

   1.1. Survey Tool where Customer may create, distribute, and analyze feedback from individuals it designates. Customer may designate members of the community, staff or officers from whom they would like to obtain feedback;

   1.2. Creation of custom forms for surveys. Customer may select questions from a list of pre-drafted questions or create their own;

   1.3. Distribution of survey via multiple distribution channels such as text message;

   1.4. Ability to access and analyze Survey Response. Axon may also provide Customer Aggregated Survey Responses which contain analysis and insights from the Survey Response;

   1.5. Direct integrations into information systems including Computer Aided Dispatch ("**CAD**"). This will enable Customer to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;

   1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Customer use. Customer will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Customer to test before they are publicly available;

   1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Customer; (2) other Axon Customer; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and

   1.8. Provide services and materials to engage Customer stakeholders, market the partnership to the public, and facilitate training.

Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General**. Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.

2. **Attendee/Employee Selection**. Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).

3. **Compliance**. It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.

4. **Assignability**. Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.

5. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.

6. **Revocation of Offer**. Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations

Axon Training Pod

1. **Customer Responsibilities**. Customer is responsible for: (i) all permits to use the Axon Training Pod; (ii) complying with all applicable laws pertaining to the use of the Axon Training Pod; (iii) any maintenance required for the Axon Training Pod; and (iv) disposal of the Axon Training Pod.

2. **Warranties**. **TO THE EXTENT NOT PROHIBITED BY LAW, AXON TRAINING POD IS SOLD "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**

3. **Placement**. Axon will make its best efforts to work with Customer on the initial placement of the Axon Training Pod. After the initial placement, it is the Customer's responsibility to make any adjustments to the Axon Training Pod's placement.

Staff Communication

File #: ID# 24-292, **Version:** 1

Agenda Date: 12/17/2024

Subject:
Motion to approve minutes of the December 3, 2024, regular city council meeting

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

RECORDING SECRETARY'S CERTIFICATION:
I hereby certify that the attached minutes are an accurate representation of motions made and action taken at the December 3, 2024, regular meeting of city council. I have also reviewed the video recording for the December 3, 2024, regular meeting of the Littleton City Council and certify that the video recording is a full, complete, and accurate record of the proceedings and there were no malfunctions in the video.

PROPOSED MOTION:
I move to approve the minutes for the December 3, 2024, regular meeting of city council.

City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Meeting Minutes - Draft

City Council

Tuesday, December 3, 2024 | **6:30 PM** | **Council Chamber**

Regular Meeting

1. Roll Call

Present: 7 - Mayor Schlachter, Mayor Pro-Tem Barr, Council Member Driscoll, Council Member Grove, Council Member Peters, Council Member Reichardt and Council Member Rydin

2. Pledge of Allegiance

3. Approval of Agenda

4. Proclamations - None

5. Public Comment

Lynn Christensen, Dist. III - Littleton Village/procedure

Christopher James Taylor, Littleton - DARE program

Paul Marshall, Dist. IV - Highline canal access

Greg Sullivan, Dist. IV - Save the swale

Denny Martin, Dist. IV - Highline canal access

Frank Atwood, Dist. IV - Council vacancy/highline canal access

John Marchetti, Dist. IV - Highline canal access

Pam Chadbourne, Dist. I - Highline canal access/bird safety/council vacancy

6. Comments / Reports

a) Council Members

Council Member Driscoll - Thanked staff & the DDA for the Candlelight Walk this year. Tomorrow morning at 8:00a.m. the Historical Downtown Merchants meeting at Town Hall and everyone is welcome to attend.

Council Member Rydin - No report

Council Member Peters - Happy birthday to the city attorney.

Council Member Reichardt - No report

Council Member Grove - Council met with the Cities of Sheridan and Englewood to discuss plans of what has been done and ways to move forward with regard to the unhoused. The Candlelight Walk was a lot of fun and encourage everyone to attend. Friday night the Littleton Symphony will have their holiday show and on Sunday night the Littleton Museum is having their holiday event.

Mayor Pro Tem Barr - No report

b) Mayor

Received an email from National Fitness Campaign "Building Healthy Communities" and will meet with them on Thursday regarding grant opportunities. Happy birthday to the city attorney.

c) City Manager

Placer AI cell phone service tracked that there were more than 13,000 people at the Candlelight Walk this year. The process for filling vacancies for boards and commissions is up on our website and will run through January 31, 2025 at midnight. The Jackass Hill Trail issue is being worked on to get it resolved. We are addressing this issue as promptly as we can by working with the owner. The school zone construction on south Elati Street will begin tomorrow (December 4, 2024). Formally introduced Rachel King, the new Economic Development Director.

d) City Attorney

The status of the Meadowood purchase agreement is that they have been awarded 3.75 million dollars from DOLA as a grant and low interest loan. They have received all the funding requests needed and will present to those that will help with the financing. They are on track to close on January 10, 2025.

7. Scheduled Appearances - None

8. Consent Agenda Items

a) **Ordinance 30-2024** Ordinance 30-2024: An ordinance on second reading amending Title 1, Chapter 14 of the City Code regarding Land Development Impact Fees

approved on first reading

b) Resolution 121-2024 Resolution 121-2024: Approving an Intergovernmental Agreement (IGA) with Mile High Flood District, regarding design and construction of drainage and flood control improvements for Lee Gulch at Broadway - Amendment No. 1

approved

c) ID# 24-286 Motion to approve minutes of the November 19, 2024, regular city council meeting

approved

Approval of the Consent Agenda

Council Member Driscoll moved and Council Member Reichardt seconded to approve the consent agenda, items a through c. The vote is 7-0. The motion carries unanimously.

Aye: 7 - Mayor Schlachter, Mayor Pro-Tem Barr, Council Member Driscoll, Council Member Grove, Council Member Peters, Council Member Reichardt and Council Member Rydin

9. General Business

a) Resolution 124-2024 — Resolution 124-2024: Adopting the 2025 Fee Schedule, specifically for Wastewater, Stormwater, and Affordable Housing Purposes

Mayor Pro Tem Barr moved and Council Member Driscoll seconded to approve Resolution 124-2024 adopting the 2025 Fee Schedule, specifically for Wastewater, Stormwater, and Affordable Housing Purposes. The vote is 7-0. The motion carries unanimously.

Aye: 7 - Mayor Schlachter, Mayor Pro-Tem Barr, Council Member Driscoll, Council Member Grove, Council Member Peters, Council Member Reichardt and Council Member Rydin

b) ID# 24-255 — Motion to approve an amendment to the city attorney's employment agreement

Council Member Reichardt moved and Mayor Schlachter seconded to approve the proposed amendment to the city attorney's employment agreement. The vote is 7-0. The motion carries unanimously.

Aye: 7 - Mayor Schlachter, Mayor Pro-Tem Barr, Council Member Driscoll, Council Member Grove, Council Member Peters, Council Member Reichardt and Council Member Rydin

c) ID# 24-282 — Motion to approve an amendment to the city manager's employment agreement

Council Member Reichardt moved and Council Member Rydin seconded to approve the proposed amendment to the city manager's employment agreement. The vote is 7-0. The motion carries unanimously.

Aye: 7 - Mayor Schlachter, Mayor Pro-Tem Barr, Council Member Driscoll, Council Member Grove, Council Member Peters, Council Member Reichardt and Council Member Rydin

10. Ordinances on Second Reading and Public Hearings

a) Ordinance 28-2024 — Ordinance 28-2024: An ordinance on second reading repealing and reenacting Title 8, Chapter 1 Streets and Sidewalks, General Regulations

Mayor Schlachter opened the public comment portion of the public hearing at 7:46 p.m.

Pam Chadbourne, Dist. I – Would like to understand the process

Frank Atwood, Dist. IV - Easements in regard to Highline Canal

Mayor Schlachter closed the public comment portion of the public hearing at 7:49 p.m.

Mayor Pro Tem Barr moved and Council Member Driscoll seconded to approve Ordinance 28-2024 ordinance on second reading repealing and reenacting Title 8, Chapter 1 Streets and Sidewalks, General Regulations. The vote is 7-0. The motion carries unanimously.

Aye: 7 - Mayor Schlachter, Mayor Pro-Tem Barr, Council Member Driscoll, Council Member Grove, Council Member Peters, Council Member Reichardt and Council Member Rydin

b) Ordinance 29-2024 — Ordinance 29-2024: An ordinance on second reading approving a five-year lease with Pitney Bowes to provide a postage meter and related services to the city

Mayor Schlachter opened the public comment portion of the public hearing at 7:55 p.m.

Pam Chadbourne, Dist I – Postal service issues

Mayor Schlachter closed the public comment portion of the public hearing at 7:57 p.m.

Mayor Pro Tem Barr moved and Council Member Peters seconded to approve Ordinance 29-2024 approving a five-year lease with Pitney Bowes to provide a postage meter and related services to the city. The vote is 7-0. The motion carries unanimously.

Aye: 7 - Mayor Schlachter, Mayor Pro-Tem Barr, Council Member Driscoll, Council Member Grove, Council Member Peters, Council Member Reichardt and Council Member Rydin

Mayor Pro Tem Barr moved and Council Member Peters seconded to continue the meeting past 10:00 p.m. The vote is 7-0. The motion carries unanimously.

Aye: 7 - Mayor Schlachter, Mayor Pro-Tem Barr, Council Member Driscoll, Council Member Grove, Council Member Peters, Council Member Reichardt and Council Member Rydin

c) Resolution 115-2024 — Resolution 115-2024: Approving an amendment to the Future Land Use and Character Map for 16 W Dry Creek Circle

Mayor Schlachter opened the public comment portion of the public hearing at 9:13 p.m.

Lynn Christensen, Dist. III – opposed

Maria Kristopeit Boccino, Dist. III – opposed

George Kern, Dist. III – opposed

Bryan Gray, Dist. III – opposed

Karen Gray, Dist. III - opposed

Craig Arcand, Dist. III – opposed

Steven Finlayen, Dist. III – opposed

Kurt Keeley, Dist. III – opposed

Tanner Fanello, Re: for applicant – in favor

Pam Chadbourne, Dist. I – opposed

Keely Quinn, Dist. II – in favor

Dana Stright, Dist. III – opposed

Matt Duff, Dist. III – in favor

Billy Gooch, Dist. III – in favor

Mayor Schlachter closed the public comment portion of the public hearing at 9:55 p.m.

Mayor Pro Tem Barr moved and Council Member Rydin seconded to approve Resolution 115-2024, approving an Amendment to the Future Land Use and Character Map at 16 W. Dry Creek Circle from Suburban Commercial to Suburban Residential Multi-Family. The vote is 6-1 with Council Member Grove voting no. The motion carries.

Aye: 6 - Mayor Schlachter, Mayor Pro-Tem Barr, Council Member Driscoll, Council Member Peters, Council Member Reichardt and Council Member Rydin

Nay: 1 - Council Member Grove

11. Adjournment

Mayor Schlachter adjourned the meeting at 10:23p.m.

Staff Communication

File #: ID# 24-294, **Version:** 1

Agenda Date: 12/17/2024

Subject:
Council vacancy process update

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

PURPOSE:
To provide an update on process to date for filling an upcoming at-large vacancy on council.

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

DISCUSSION:
Section 28 of the city charter requires a vacant city council seat to be filled within 30 days of the effective date of the vacancy, therefore the position must be filled on or before February 6, 2025.

BACKGROUND:
Gretchen Rydin provided notice of her intent to resign her at-large seat effective at the end of the regular business meeting on January 7, 2025. She was elected to a four-year, at-large seat in November 2021. As required by the city charter, within 30 days of the effective date of the vacancy, council must appoint a qualified resident to fill the remainder of Council Member Rydin's term which expires in November 2025.

On November 15, 2024, a notice was placed on the city's website, announcing the process for interested parties to apply, with a deadline of Friday, December 6, 2024. This same notice was shared on the city's social media accounts and included in the Littleton Report online.

The Littleton City Clerk received applications from twenty-one citizens expressing interest in filling out the remainder of the term. The deadline to submit a resume and letter of interest was December 6, 2024, at 5:00 p.m. The applicants expressing interest in being considered to fill this upcoming vacancy are Denise Weed, Merrill Stillwell, Curt Samuelson, Keely Quinn, Joel Zink, Jake Kanyusik, Sheah Pirnack, Ken Colaizzi, Paul Laird, Albert Ross, Adam Davenport, Andrew Allan, Chris Pertelesi, Josh Stewart, Maureen Whalen, Kelly Anton, Lyssa Zawalski, Tommy Tully, Jesse Stommel, Jordan Lewis, and Brenton Yancy.

Council has been provided all resumes and associated documents for each candidate for review. Interviews for selected candidates will be conducted by the six (6) remaining council members on January 8, 2025. January 9, 2025, will be held as a back-up date.

Prior Actions or Discussions
N/A

FISCAL IMPACTS:
N/A

STAFF RECOMMENDATION:
Staff recommends council providing direction for next steps for the selected candidates.

ALTERNATIVES:
Failing to fill the vacancy by February 6, 2025, would be a violation of the city charter.

PROPOSED MOTION:
I move to direct the city clerk to schedule interviews for the following candidates: _____, to be held on January 8 and, if necessary, January 9, 2025.

Denise Senn Weed
[redacted]

To: Mayor Schlacter, Mayor Pro Tem Barr, Council Members Driscoll, Grove, Peters, and Reichardt

Please find this as my letter of intent to be considered for the upcoming vacant at-large council seat. As a longtime resident of the City of Littleton, I would welcome the opportunity to further my acts of service in the capacity of a City Council Member. I believe it's important to lead where you live, and hope to expand my responsibilities and contributions to a city that I love.

Over the past 14+ years I've served on several Boards and Commissions within the City of Littleton. During that time I've missed less than 10 meetings for all boards I've served on and attended all special meetings or subcommittee meetings scheduled.

Boards and Commissions Experience

Arts and Culture Board, 2021- Present (Previously Commission)
Vice Chair
Museum Subcommittee Chair
Museum Board, 2020-2021
Fine Arts Board, 2010-2020 (Previously Commission)
Served as Chair and Vice Chair

Contributions

Arts and Culture Board collaboration and recommendation of the Lodgers Tax with revenue supporting arts, culture, and tourism in Littleton (Effective January 1, 2023)

Arts and Culture Board recommendations for the Lodgers Tax Grant recipients (2024 and 2025)

Key acquisitions of art for the City of Littleton, including but not limited to:
2010- The Cobbler's Path, LaRocco Plaza
2011- Slinky (Caterpillar), Sterne Park
2013- Wagon Wheel and Peaks Bike Racks, Downtown Littleton
Facilitated Dedication as Fine Arts Board Chair
2017- Tree of Knowledge Kinetic Sculpture, Bemis Library Entrance

Hands on Cleaning of Five Sunflowers, Littleton Museum

Restoration of various public art pieces including Solar III, Bemis Library Grounds and Passages, Downtown Littleton Light Rail Station

Littleton Calendar Photo Contest Selection Subcommittee

Fine Arts Board Shows Eye of the Camera and Own an Original
- Contributed to artwork selection process with various jurors
- Intake and pick up of art entries and purchases
- Attended every opening in the capacity of a Board Member or Chair/Vice Chair
- Helped facilitate and introduce several shows as Chair
- Saw shows evolve to thematic entry vs. open entry

I would be available to attend regular and special city council meetings and workshops, and willing to serve on city council appointed boards, commissions, liaison positions, and attend various city events. As a Kindergarten Para Educator I would have limited availability during the day while school is in session, however would be able to be flexible as needed for key responsibilities such as retreats and trainings.

My favorite thing about Littleton?
The strong sense of community that is evident throughout the city is one of the many reasons I love this town and living here. Littleton is not only where I live and work, or where our children go to school, it is my hometown family.

One thing I would like to change about the City of Littleton?
Instead of changing what is currently happening in Littleton I would like to expand on the great things Littleton has going. Broader and more reaching marketing of Visit Littleton, increasing awareness of the incredible arts and cultural entities and events we have in Littleton, and finding ways to share the goings on to the diverse population in Littleton.

How do I see myself fitting in with the current city council?
I have a strong work ethic and believe in an honest approach to all that I do with both words and actions. I am able to engage in situations with an open and balanced mindset and can also differ in opinion with respect while being collaborative and supportive. This diplomatic approach will fit in well with the current city council and I would welcome the opportunity to work hand in hand with you all.

Thank You,

Denise Weed

Denise Senn Weed
[redacted]

Profile

Seventeen Year Resident of the City of Littleton
Established Paraprofessional Educator, Kindergarten - Jr. High
Littleton Arts and Culture Board 2021-Present, Vice Chair
Littleton Museum Board Subcommittee 2021- Present, Chair
Littleton Museum Board 2020-2021
Littleton Fine Arts Board 2010-2020 (Chair and Vice Chair)
Easily Connects and Engages with Parents, Students, and Community Members
Established Marketing and Special Events Professional

Experience

Littleton Arts and Culture Board (Former Commission) 2021-Present, Vice Chair
Effectively and Collaboratively worked with members of commission to create and recommend City of Littleton Lodging Tax Initiative for the Arts
Worked to promote City of Littleton Lodging Tax, Approved November 2022 with 63% of Voters
Grant Process Experience for Lodging Tax Revenue

Paraprofessional Educator, 3rd grade and Kindergarten 2021-Present
Team Player with solid academic skills, self-discipline, strong work ethic
Love of children with a firm and fair approach encouraging each student to thrive and grow
Hands on in fostering academic excellence
Weekly involvement in classroom specials classes including art, library science, technology, music, and physical education
Ability to effectively interact with and relate to all levels of organizational staff

Marketing and Special Events, Vicon Motion Systems
Brand building and outreach to retailers and consumers through trade show management, product placement, internal and external communication, and social media
Website design, photo shoots, brand development
Community engagement with a track record of creating and implementing successful social media programs and campaigns
Closely partner with peers in all departments to develop materials to support their initiatives
Project management

Relationships Marketing Manager, The Boppy Company
Company liaison to Artsana, Italian parent company, and all subsidiaries
Development of existing protocols and procedures for consumer services channel, donations, and sampling programs
Conceptualize and oversee internal training program and training materials
Strategic product placement with 29M impressions
Competitive and category analysis
Management of multiple projects at once while moving them forward to completion

Education

Jacksonville State University, Jacksonville, AL — BA History/Political Science

MERRILL STILLWELL, CFA

[redacted]

November 20, 2024

Colleen Norton
City Clerk
City of Littleton
2255 W Berry Avenue
Littleton, Colorado 80120

Dear Colleen,

Thank you for considering my application for the at-large City Council seat being vacated by Gretchen Rydin! I grew up in Littleton and moved back three years ago to raise my family because this city is such a special place. My favorite part of Littleton is the friendly, welcoming community. I live in the Coventry neighborhood with my wife, Emily, two young girls, and our dog, Quinton. I am applying for this position because I love our city and am excited about the opportunity to support our growth, engage the community and further increase the quality of life in Littleton.

I own a small business that specializes in creative retail properties. We love working with local businesses! Our most recent acquisition was a soon-to-be vacant building on Main Street that Little Man Ice Cream now occupies. I am also a partner at a local asset management firm and would bring strong accounting and analytical skills to City Council. My work hours are flexible and I would be available for meetings, workshops, boards, retreats and other City Council obligations.

My recent city involvement includes working with local organizations to:

- Expand diverse and affordable housing options at South Metro Housing Options
- Raise $250,000 and organize a community forum to support local foster youth with the South Metro Community Foundation
- Understand the breadth of city services through the Littleton Leadership Academy
- Organize the successful 2024 Littleton Community Retreat focused on protecting our water while enjoying our open spaces
- Network with business leaders at the Littleton Business Chamber

The current City Council's work on housing and safe streets excites me and I am passionate about those issues. With only a year in the potential term, I hope to hit the ground running to assist in moving forward those initiatives. If I could change one thing in Littleton, it would be to increase the availability of diverse and attainable housing types. I also see opportunities to work on ideas in the recent environmental action plan and support our small business community. If selected, I plan to run for City Council again in 2025.

Thank you again for considering my application. It would be an honor to serve my hometown!

Sincerely,

Merrill Stillwell

MERRILL STILLWELL, CFA

[redacted]

PROFESSIONAL EXPERIENCES

President, Colfax Real Estate Company | Littleton, CO — May 2014 – Present

Real estate investment company that specializes in retail & opportunistic properties in the Denver Metro Area & the High Country.

- **Strategic Leadership:** Spearhead creative, value-add retail projects across the Front Range and Colorado ski towns, forming and leading teams to deliver successful outcomes.
- **Public Engagement & Stakeholder Collaboration:** Foster relationships with local businesses, brokers, contractors, governments and community groups to acquire and stabilize properties successfully. Collaborate with stakeholders to align projects with community needs to ensure lasting social and economic impact.
- **Investment Process:** Develop an investment process that uses minimal debt, revitalizes neglected buildings in high-quality areas and holds them long-term. Write about that process & experience on multiple internet channels.

Notable Accomplishments & Projects:

- **Main Street Littleton**: Acquired 2449 W Main St as a local business vacated the space. Upgraded the building, secured a long-term lease with Little Man Ice Cream and supported their community integration. Installed a heat pump, reinforced the structure, replaced the roof and repaired masonry to protect the building and make it more energy efficient.
- **Main Street Breckenridge:** Restored, reinforced the structure and leased an historic 1880 building, ensuring its long-term preservation and significantly improving financial performance.
- **White River Village:** Purchased a 29-town home affordable housing community in Rifle, Colorado that was 33% vacant and needed significant repairs. Renovated the buildings, leased up vacant units and launched a green energy initiative to reduce utility costs and carbon emissions.

Partner, 5th Horizon | Littleton, CO — May 2023 - Present

Quantitative Equity Management firm that seeks to deliver competitive returns with below market volatility.

- Apply complex statistical analysis to generate tradable signals.
- Lead business development for the fund with institutional and individual investors.
- Review academic research, public filings and other unique datasets searching for opportunities.
- Created an outside investment committee to bring in different perspectives and advise the firm.

COMMUNITY LEADERSHIP

Commissioner, South Metro Housing Options | Littleton, CO — April 2023 - Present

A provider of affordable housing solutions in Littleton and Arapahoe County, Colorado, since 1971 that manages 500+ units and 650+ vouchers.

- Strategize with staff and other commissioners to best manage the current portfolio and expand diverse and affordable housing offerings in the Littleton community.
- Review portfolio-wide building performance and organizational finances as a member of the finance committee.

Board Secretary, South Metro Community Foundation | Littleton, CO — September 2022 - Present

SMCF is a community foundation that enhances and improves the quality of life in Colorado's South Denver Metro area.

- Conduct community meetings to identify areas of greatest need.
- Helped lead initiatives to address foster youth's systemic challenges, including homelessness and access to education, by raising $250,000 to fund life-skills navigators and wraparound services tied to housing vouchers.
- Advocate for and coordinate community giving programs to enhance support for underserved populations.

Organizer & 2026 Co-Chair, Littleton Community Retreat | Littleton, CO — June 2023 - Present

Founded in 1975, LCR is a volunteer-run group focused on community education and driving local change.

- Assisted the organization of the 2024 Littleton Community Retreat focused on protecting our water while enjoying our open spaces

PREVIOUS EMPLOYMENT, LEADERSHIP, AWARDS, AND ACTIVITIES

Nonprofits & Community Engagement

- Board Chair, Treasurer and Partner, Social Venture Partners Denver (2018-2021)
- Director and Grant Review Committee, Denver Children's Foundation (2014-2021)

Financial & Analytical Contributions

- Member, First Ascent Asset Management Investment Committee (2017-2023)
- Analyst, Denver Investments International Small Cap Fund (2010-2014)

Leadership & Educational Engagement

- Graduate, Littleton Leadership Academy (2024)
- Member, Littleton Business Chamber (2022-Present)
- Member, Littleton Merchants Association (2024-Present)

Outdoor & Recreation Experience

- PSIA Ski Instructor, Vail Resorts (2009-2014)
- MCLA College Lacrosse Player (2006-2009)
- Coach, Argentina Men's National Lacrosse Team (2010-2018)

EDUCATION

Chartered Financial Analyst® Charterholder 06/14 - Current

Claremont McKenna College, Claremont, California Graduated in May 2009 | *Bachelor of Arts, Dual Major in Government and Economics with a Leadership Sequence*

University of Buenos Aires, Buenos Aires, Argentina Study Abroad Fall 2007

SKILLS

Computer / Research: Statistics, Regressions, Artificial Intelligence, and Accounting
Language: Proficient in conversational and written Spanish
Global Travel: South America, North America, Middle East, Asia, Africa and Europe

November 26, 2024

Curt Samuelson
[redacted]

City Council
City of Littleton
2255 West Berry Avenue
Littleton, CO 80120

To Littleton City Council:

I am writing to express my interest in serving on Littleton City Council to fulfill the vacancy of Council Member Rydin. As a resident of Littleton for over 30 years, I have developed a deep appreciation for our community and its unique challenges and opportunities. I am eager to contribute my skills and experiences to help shape the future of our city. As a former ten-year member of the city **Planning Commission** and current member of the **Littleton Police Citizens Academy Alumni Association**, I have a unique insight into many aspects of the city.

Throughout my 40-year career in mortgage banking, I have honed my abilities in leadership, problem solving and working with others to reach a common goal. I believe these skills,

combined with my passion for this city, will allow me to make a meaningful impact as a council member. My work schedule is sufficiently flexible to allow me time for regular council meetings as well as liaison to other city boards and commission meetings to include city events as needed.

I am particularly interested in housing for all economic levels, economic development, public safety and transportation issues. I believe that by collaborating with community members and stakeholders, we can create thoughtful solutions that enhance the quality of life in Littleton for all residents.

I am committed to actively listening to the concerns of my fellow citizens and advocating for policies that reflect our community's values and needs. My goal is to serve with integrity, transparency, and a focus on fostering an inclusive environment where every voice is heard.

Thank you for considering my letter of interest. I look forward to the opportunity to discuss how I can contribute to the City Council and the continued growth and well-being of Littleton.

Sincerely

Curt Samuelson

1. My favorite thing about Littleton is the Small-Town feel of Main Street. It has retained the ambiance of a small town fostering a feeling of belonging to a community while it has continued to evolve with new businesses offering more services to the community. The unique shops and restaurants along with the walkability of Main Street bring a feeling of contentment to visitors and residents. The Western Welcome Week festivities, summer music festivals, Halloween Walk and Santa Claus parade and festivities bring residents from other suburbs to our city as well as the local residents.
2. One thing I would change is the requirement of developers to notify residents within a 700 ft radius of their potential development regarding required community meetings. I believe for larger developments, there should be a radius limit of 1,500 to 2,000 feet or even more. For example, my home is approximately 2,100 feet from the new Costco project. This project will have a significant impact on all 7 South Bridge neighborhoods, the Peninsula and South Park communities. Less than 20% of these communities were required to be notified of this development.
3. I have worked for more than a half dozen different companies and corporations in my career. These companies varied in size from one person ownership to corporations of more than 300,000 employees. Each had their own culture and procedures that I needed to adapt to. My ability to work with and for a wide range of management styles and adapt to their culture gives me great insight into dealing with the opinions and especially the feelings of others. Serving 10 years on the city Planning Commission brought a new perspective on how to listen to and

appreciate another’s opinions and ideas and verbalize my own opinions and ideas in a way that is not argumentative but still reflects my principles and beliefs while recognizing and evaluating theirs.

Curt Samuelson

[redacted]

Professional Summary

*Detail-orientated manager with over 40 years' experience in the residential real estate mortgage industry.
*Responsible for managing operations staff including processing and closing functions.
*Proven track record of managing tasks efficiently and with strict confidence of Non-public Information.
*Strong organizational skills with excellent communication abilities to facilitate home purchase transactions.
*Excellent conflict resolution skills.

Work Experience

Sales Manager New American Funding 2012-Present

Manage a sales team with responsibility for loan origination and processing/closing functions.

Branch Manager Starkey Mortgage 10/2010 – 1/2012

Manage all branch functions including originating, processing and closing functions.

Responsible for branch P&L and office space procurement

Loan Officer Bank of America 5/2005-10/2010

Originated all types of mortgage loans for national ban

Loan Officer Wells Fargo Private Mortgage Banking 4/2004-5/2005

Originated mortgage loans for high-net-worth clients of Wells Fargo Bank

Loan Officer Colorado Express Mortgage 8/1992-4/2004

Originated and brokered mortgage loans inside a division of a prestigious local real estate company

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Education

Bachelor of Science Finance Fort Hays State University 1975-1979

Related Experiences in the City of Littleton

2020-Present: Member Littleton Police Citizens Academy Alumni Association (LPCAAA)
2008-2017: Member City of Littleton Planning Commission
1994-2000: Vice-President Southbridge II HOA

KEELY ANN QUINN

[redacted]

Dear City Council Members,

I am writing to express my interest in serving on the Littleton City Council. Littleton is a vibrant community that I am deeply passionate about, and I want to help shape its future by contributing to thoughtful policies that support inclusivity, sustainability, and economic growth. I am particularly eager to bring community voices to the table, ensuring all residents feel heard and represented in city governance.

Some of my most fulfilling work comes from leading boards to create events. As the leader of these boards, I push us to make final decisions as we have a firm deadline to hit. In my previous full-time role at Adoption Options, I led the Gala Committee to create an event that doubled in revenue after I took over in 2022. I oversaw that committee from 2022 to 2024 when I changed organizations.

In 2024, I founded Littleton Q+, which seeks to create events celebrating diversity in Littleton. In spring 2024, we launched the Downtown Littleton Farmers Market, which saw tremendous community support throughout the 6 months of the season. We also had the first Big Pride Littleton in the fall, seeing almost 1,000 attendees. As the organization's executive director, I manage the board and the Pride Planning Committee to ensure these events come to life. I have been in this role since February 2024.

I am fully committed to attending all regular and special City Council meetings and workshops. I understand the importance of being present and prepared for these engagements to serve the city effectively.

Furthermore, I am fully willing and available to serve in appointed roles on boards and commissions, act as a liaison to city departments or community groups, and participate in retreats, trainings and ceremonial events as needed. I understand the time commitment required for these responsibilities and am prepared to dedicate at least 10 hours per week—or more as necessary—to meet the demands of this role.

Thank you for considering my application. I would be honored to contribute my skills and dedication to the Littleton City Council.

Sincerely,

Keely Quinn

KEELY ANN QUINN

[redacted]

ADDITIONAL QUESTIONS

What is your favorite thing about Littleton?
My favorite thing about Littleton is its small-town charm. After graduating from Metropolitan State University of Denver, I lived here for several years before life took me outside my beloved city. After a few years of living in Englewood, I was excited to become a homeowner in Littleton. With its beautiful downtown and ample open spaces, our city is perfect for building community, which I've enjoyed since moving back.

What is one thing you would like to change about the City of Littleton?
I'd love to see the city of Littleton continue to come alive through increased mobility outside of a car, continuing community events, and increased small business support. Littleton's cozy charm makes it ideal for community building within our central Downtown area.

How do you see yourself fitting in with this current city council?
I'm happy with the current City Council and many of its bold decisions in 2024. I believe I am a good fit because I echo many of the beliefs of Gretchen Rydin, the exiting council member. I've met many of the members of the City Council outside of meetings and enjoy working alongside them to see our city thrive.

KEELY ANN QUINN

[redacted]

LITTLETON HOMEOWNER IN DISTRICT II SINCE MARCH 2023

SKILLS

- Strong team player
- Impactful community member
- Excellent priority setter
- Clear communicator
- Quick tech learner
- Natural problem solver
- Creative copywriter
- Project manager
- Powerful advocate

EXPERIENCE

High Line Canal Conservancy — *Communications & Marketing Manager*

APRIL 2024 - Present

General Role and Responsibilities:

- Create and oversee the execution of the communications strategy
- Expand understanding, connection and public awareness through creative and consistent marketing and communications
- Assist the development team with the execution and marketing of fundraising events.
- Supervise and collaborate with the Communications Associate to create powerful content for digital marketing.

Key Successes:

- Increased attendance of the annual 5K event from 450 to over 600 participants with new marketing tactics.
- Supported public relations to secure features on all four local news stations

Littleton Q+ — *Founder & Executive Director*

FEBRUARY 2024 - Present

General Role and Responsibilities:

- Oversee fundraising opportunities, including event sponsorship and in-kind donations
- Plan and execute events, including securing permits from the city, the fire department, and the parks department
- Recruit and manage relationships with vendors
- Manage all marketing and branding details for Littleton Q+ as a whole and individual events
- Strategize for future growth and success
- Activate teams of volunteers to support events through community engagement

Key Successes:

- Launched and managed the Downtown Littleton Farmers Market in 2024
- Planned and ran Big Pride Littleton 2024, bringing together almost 1,000 people to celebrate Littleton's LGBTQIA+ community

Adoption Options — *Marketing & Operations Manager*

MARCH 2020 - APRIL 2024

General Role and Responsibilities:

- Wholly responsible for managing ongoing email marketing strategy, including regular newsletters and event campaigns
- Managed the overall communications and marketing strategy as it coincides with programs
- Event Committee Lead, whose goal is to plan and execute successful fundraising galas
- Supervised the Office Coordinator to ensure the office is well-stocked and running smoothly

Key Successes:

KEELY ANN QUINN

[redacted]

- Doubled the revenue of our annual fundraising gala, Building Better Tomorrows
- Built and implemented a new website that created a better visitor experience and provided better tracking and reporting for the organization
- Reviewed and optimized communications pathways to present the agency to the public

Story27 — *Co-Founder and Storyteller*

OCTOBER 2020 - Present

General Role and Responsibilities:

- Conceptualizing branding and messaging for client events
- Writing speeches, video scripts, program materials, website content, and other collateral for brands and events
- Working with clients to clarify, simplify, and streamline their stories
- Coaching clients on their storytelling and messaging efforts
- Work with event teams to infuse story throughout the entire event experience

Key Successes:

- Helped a nonprofit client exceed their event revenue goal by +20% by crafting a clear storyline
- Developed brand messaging, content hierarchy, and a new website for nonprofits looking to expand their programs and support network
- Rebranded and crafted simple messaging for a for-profit educational platform, resulting in an attractive modern platform that appeals to a newer generation

SOFTWARE KNOWLEDGE

- Weebly
- WordPress
- Monday.com
- Asana
- Slack
- Google Analytics
- MailChimp
- Constant Contact
- Campaign Monitor
- Social Media Platforms
- Google Suite
- Adobe Creative Cloud

EDUCATION

Metropolitan State University of Denver

AUGUST 2008 - DECEMBER 2011

BA in Speech Communications with a minor in Content Design

[redacted]

Joel R. Zink
[redacted]

November 27, 2024

Littleton City Council
City of Littleton
2255 W. Berry Ave.
Littleton, CO 80120

Dear Members of the Littleton City Council,

I'm reaching out to let you know that I'm interested in joining you on the Littleton City Council. My wife and I are honored to call this great city home, and we've found a real sense of community here that I'm eager to contribute to. Littleton's future is something I care about deeply, and I'd love the opportunity to work alongside you all to help the city grow while preserving the things that make is so special – like its charm, small businesses, and tight-knit neighborhoods.

As a Senior Deputy District Attorney here in Arapahoe County, I lead my office's Hate Crimes and Vehicular Homicides Teams, and I also have the privilege of training new deputy district attorneys. I've developed a comprehensive onboarding program for them, making sure they have what they need to grow into skilled and thoughtful prosecutors. But my work goes beyond the courtroom. I thrive when I'm tackling big issues in the community, whether that's navigating the transition of domestic violence cases out of Aurora's municipal court system or working on state hate crimes legislation. I've worked side-by-side with law enforcement, the judiciary, the defense bar, and local community organizations to create fair, collaborative solutions—an approach I'd bring to the City Council.

I also serve on the Board of Directors for the Arapahoe County Bar Association, where I've been involved in decisions about budgets, board initiatives, and finding new ways to strengthen the legal community. Additionally, through my participation on the Community Corrections Board, I've gained invaluable experience in working with a variety of perspectives to reach balanced and equitable outcomes.

What I love most about Littleton is how we all support one another. Our local businesses are the heart of our community—they give life to our downtown, create jobs, and define our city's unique character. I've seen firsthand how we lift each other up through those businesses, whether it's young folks working at a downtown café, a family-run store around the corner, or any one of the other countless success stories you can just look around and see here. As a City Council member, I'll have a duty to ensure our small businesses continue to thrive. That means creating an environment where they have the resources and support they need to succeed, all while maintaining the charm that makes Littleton special.

If there's one thing I'd like to see changed, it's the safety of our roads and the availability of affordable housing. We need to improve traffic safety for all road users and ensure that our roads are safer for pedestrians, cyclists, and drivers alike. At the same time, the rising cost of

housing is a pressing concern. We must prioritize affordable housing solutions to ensure that everyone, from young families to seniors, has a place to call home in Littleton.

Additionally, I'm passionate about supporting our neighbors who are struggling with mental health challenges or facing housing instability. I believe our city can do more to offer resources and create stronger community connections for those in need. Everyone deserves the chance to thrive, and I'm committed to ensuring that Littleton continues to be the kind of community that embraces that spirit.

I believe my skills in leadership, collaboration, and problem-solving will complement the City Council's work. I'm excited to dedicate my time and energy to serving Littleton and helping our city move forward while preserving the qualities we all love. I welcome the opportunity to work with you all in making Littleton an even better place for generations to come.

Thank you for your time and consideration. I look forward to discussing how I can best serve this wonderful community.

Sincerely,



Joel R. Zink

JOEL R. ZINK

[redacted]

PROFESSIONAL EXPERIENCE

DISTRICT ATTORNEY'S OFFICE, 18TH JUDICIAL DISTRICT – CENTENNIAL, CO **August 2018 – Present**

Senior Deputy District Attorney, County Court, Vehicular Homicide Team, & Hate Crimes Team *March 2024 – Present*

- Supervise and manage the County Court team, which consists of 15 or more new prosecutors, including formal onboarding and training, emphasizing trial skills, legal reasoning, ethical prosecution, and effective case management
- Mentor new prosecutors to enhance trial proficiency and legal expertise, guiding them through real-time case challenges
- Manage and oversee all vehicular homicide prosecutions in Arapahoe County, providing strategic direction and ensuring consistent standards for prosecution
- Prosecute the most serious and complex felony cases, including murder in the first degree
- Collaborate with other leaders in the office to develop and implement office-wide policies and procedures, ensuring consistency and compliance across all teams
- Monitor courtroom dockets, assign coverage, and serve as a resource for complex legal issues, including statute interpretation and sensitive case strategies
- Continue to serve as the head of the Hate Crimes Team

Deputy District Attorney, Special Victims Unit & Hate Crimes Team *February 2023 – March 2024*

- Managed a specialized Special Victims Unit caseload of crimes against children, internet crimes, and adult sexual assault cases, working closely with advocacy groups and medical professionals to support victims
- Facilitated officewide training sessions for prosecutors and law enforcement on hate crimes prosecution and victim-centered approaches
- Continued to serve as the head of the Hate Crimes Team

Deputy District Attorney, District Court & Hate Crimes Team *February 2020 – February 2023*

- Led the creation of the office's Hate Crimes Team, developing case processes that ensured equitable and consistent outcomes for victims.
- Partnered with Hate Free Colorado, a coalition made up of community organizations like the NAACP, Colorado Sikhs, Out Colorado, the ADL, and the Colorado Cross-Disability Coalition to share information, provide context and resources to one another and to enhance community collaboration
- Helped to draft and advocated for SB21-280, updating Colorado's hate crimes statutes and securing constitutional protections for hate crimes victims under the Victim Rights Act
- Served as lead prosecutor for felony cases, conducting trials, hearings, and investigation with an emphasis on community impact

Deputy District Attorney, County Court *August 2018 – February 2020*

- Managed a high-volume misdemeanor caseload, overseeing case reviews, plea negotiations, investigations, legal proceedings, and jury trials
- Participated in an inter-jurisdictional Street Racing Taskforce, working with multiple agencies to address public safety concerns

OTHER COMMUNITY SERVICE

ARAPAHOE COUNTY BAR ASSOCIATION – CENTENNIAL, CO **2023 – Present**

- Board of Directors
- Events & Meetings Committee
- Membership & New Lawyers Committee
- Recipient of Tommy D. Drinkwine Outstanding Young Lawyer of the Year Award

EDUCATION

UNIVERSITY OF DENVER, STURM COLLEGE OF LAW – J.D. **May 2018**
UNIVERSITY OF COLORADO AT BOULDER – B.A. in Political Science **December 2013**

BAR ADMISSION

COLORADO STATE BAR LICENSE **October 2018 - Present**

Jake Kanyusik
[redacted]

Subject: Application for At-Large City Council Seat

Dear City Clerk Colleen Norton and Members of the Littleton City Council,

I am excited to submit my application for the vacant at-large seat on the Littleton City Council. As a resident of Littleton since 2021 and a passionate advocate for community engagement, I am eager to bring my professional expertise, leadership experience, and dedication to public service to this role.

Why I Want to Serve on the Littleton City Council

Littleton represents a thriving, intentional community where every detail reflects thoughtful governance and planning. As an attorney with over a decade of experience navigating complex government systems, I have a deep appreciation for well-run municipalities. I am inspired to contribute to the continued excellence of our city by addressing community needs, fostering inclusivity, and ensuring Littleton remains a welcoming and dynamic place for all residents.

Experience in Deliberative Decision-Making

Throughout my career and volunteer endeavors, I have demonstrated a commitment to effective leadership and thoughtful decision-making:

- **Of Counsel, Ogletree Deakins (2020–Present):**

  I advise multinational companies on intricate immigration practices and compliance. My role involves regular collaboration with government agencies, managing policy frameworks, and delivering solutions that impact individuals and businesses across industries and communities.

- **Co-Chair, ODAlliance, Ogletree Deakins LGBTQ+ Affinity Group, (2023-Present):**

  I oversee committees, budgets, and policy decisions for the group. My initiatives include launching a mentorship program for junior attorneys and organizing an annual charity drive, collectively raising about $30,000 over the past two years. Currently, I am spearheading a firm-wide service project benefiting the LGBTQ+ community in 2025.

- **ACLU of Illinois Next Gen Board (2019–2021):**

  As a board member, I participated in governance and advocacy initiatives to further civil liberties and justice on behalf of the ACLU of Illinois.

- **Life Span Associate Board (2013–2017):**

I supported the mission of providing services to survivors of domestic violence and sexual assault through leading fundraising and strategic planning committees.

In all roles, I maintained consistent attendance, assumed leadership positions, and contributed innovative ideas to address challenges.

Availability for City Council Responsibilities

I am fully committed to attending regular and special city council meetings, workshops, and retreats. Additionally, I am eager to serve on appointed boards and commissions, act as a liaison to various community groups, and participate in ceremonial events. My schedule is flexible, allowing me to dedicate the time required to effectively serve the residents of Littleton.

My Favorite Thing About Littleton

Littleton's exceptional organization and infrastructure set it apart from other communities. The city's parks, community events, and urban planning reflect a level of intentionality that fosters pride among its residents. As someone whose career focuses on understanding government systems, I am continually impressed by the city's effective and thoughtful management.

One Thing I Would Like to Change About Littleton

Littleton’s welcoming atmosphere makes it a magnet for diverse communities, including the growing LGBTQ+ population. I would like to enhance this inclusivity by increasing LGBTQ+ representation within city governance and expanding support for LGBTQ+ businesses and events. These efforts would further solidify Littleton's reputation as a vibrant and inclusive community.

How I See Myself Fitting in with the Current City Council

I am a hardworking, dedicated professional with a collaborative spirit and a genuine passion for community service. My background in law and business equips me to approach issues with diligence and pragmatism. At the same time, my approachable and affable nature ensures I can build strong relationships with council members and stakeholders to advance shared goals.

Thank you for considering my application. I am confident that my skills, experience, and dedication to Littleton will allow me to contribute meaningfully to the City Council. I look forward to the opportunity to serve our community and welcome any questions you may have.

Sincerely,

Jake Kanyusik, Esq.
Littleton Resident since 2021

Jake Kanyusik

[redacted]

Experienced attorney licensed to practice in Colorado, Illinois, and the Northern District of Illinois, and a proud resident of Littleton, Colorado, since 2021. Provides expert guidance on complex matters, government systems, and collaborates extensively with government agencies and organizations. Deeply committed to diversity, equity, and inclusion (DEI) initiatives.

[redacted]

EDUCATION

Juris Doctor, Public Interest Law Certificate
DePaul University College of Law

05/2013

Leadership

- Society for Asylum & Immigration Law - President 2012 - 2013
- Journal of Women, Gender & the Law - Executive Editor 2012 - 2013, Associate Editor 2011 - 2012
- DePaul OutLaws - President 2011 - 2012

Bachelor of Arts in Linguistics
University of Minnesota

12/2006

IES Study Abroad
Kanda University of International Studies

07/2004

HONOR AWARDS

Rising Star - 2020, 2021, 2023
Super Lawyers

2023 40 Under 40 Business Leaders
Colorado LGBTQ Chamber of Commerce

LANGUAGES

Hungarian
Professional Working Proficiency

Japanese
Professional Working Proficiency

Norwegian
Elementary Proficiency

Spanish
Limited Working Proficiency

ORGANIZATIONS

National LGBTQ Bar Association

Colorado LGBTQ Bar Association

American Immigration Lawyers Association

ACLU of Illinois Next Gen Board (2019 - 2021)

Life Span Associate Board (2013 - 2017)

WORK EXPERIENCE

Of Counsel
Ogletree Deakins

09/2020 - Present *Denver, Colorado*

Tasks

- Advising multinational corporations on immigration practices, policies, and compliance, ensuring seamless global mobility solutions.
- Cultivating and managing a diverse client portfolio encompassing small, medium, and large enterprises, addressing a comprehensive range of nonimmigrant and immigrant employment-based immigration complexities.
- Leading cross-functional teams of attorneys and paralegals, overseeing the *pro bono* committee, and driving diversity, equity, and inclusion initiatives.

Immigration Attorney
Kriezelman, Burton & Associates

05/2018 - 09/2020 *Chicago, Illinois*

Tasks

- Developed and managed the firm-wide employment-based immigration practice.
- Specialized in a broad spectrum of visa matters, encompassing family and employment-based Green Cards, PERM Process variations, Specialty Occupation Visas, Intra-Company Transfer Visas, international treaty visas (such as NAFTA), and asylum applications, among others.

Managing Attorney
Global Immigration Associates

01/2014 - 05/2018 *Chicago, Illinois*

Tasks

- Led, mentored, and developed a team of attorneys and paralegals, including training, conducting performance reviews, and managing day-to-day operations within the team.
- Managed, supported, and maintained a high-volume caseload, including the strategic planning and development of immigration practices, policies, compliance, and informational materials for clients.

Law Clerk
Life Span

09/2013 - 10/2013 *Chicago, Illinois*

Tasks

- Prepared and filed domestic violence-based U Visas, VAWA, and asylum applications.

PUBLICATIONS

OD Insights
USCIS Addresses Immigrant Visa Availability as the End of FY 2022 Approaches
September, 2022

OD Insights
COVID-19–Related Travel Restrictions for Eight African Countries Revoked
January, 2022

OD Insights
Back to the Future: White House Restricts Travel to the United States From 8 Countries Due to New COVID-19 Variant
December, 2021

OD Insights
Passports, Visas, and COVID-19 Tests, Oh My! CDC Imposes Stricter COVID-19 Testing Requirements for Travelers Entering the United States
December, 2021

AILA Chicago Chapter 2021 NMD Meeting (Presenter)
PERM and I-140 Strategies
May 2021

OD Insights
A Glimpse Into Biden's Immigration Policies: The U.S. Citizenship Act of 2021
January, 2021

OD Insights
Rulemaking Redux: DOL Issues Updated Final Rule Adjusting Wage-Level Calculations for H-1B, H-1B1, and E-3 Visa and PERM Cases
January, 2021

AILA Chicago Chapter 2019 Fall Business Conference (Panel Speaker)
PERM Audits – Beyond Business Necessity
November, 2019

Radio Show
Broken English Podcast & Radio Show
September, 2019

AILA Chicago Chapter 2017 Spring Ethics Conference (Moderator)
Maintaining Confidentiality in a Spiderweb of Technology
May, 2017

AILA Chicago Chapter New Members Division Meeting (Co-Presenter)
LGBT Immigrants: Treatment and Lingering Issues
July, 2015

Mountain Pacific Associations of Colleges & Employers Annual Conference (Co-Presenter)
Top 3 Mistakes Your International Students are Making that are Preventing Them from Getting Hired
December, 2015

WORK EXPERIENCE

Extern
USCIS - Office of Chief Counsel
01/2013 - 05/2013 *Chicago, Illinois*

Tasks
- Drafted appellate briefs for the Bureau of Immigration Appeals on matters, including 204(c) marriage fraud cases, Adam Walsh Act cases, and other family-based cases.

Research Assistant
DePaul University College of Law
07/2012 - 11/2012 *Chicago, Illinois*

Tasks
- Collaborated with Professor Craig Mousin on legal articles and textbook chapters regarding immigration law by researching relevant law, legal articles, and other secondary sources.

Student Practitioner
DePaul Asylum & Immigration Legal Clinic
08/2011 - 05/2012 *Chicago, Illinois*

Tasks
- Interviewed asylum seekers to gather all facts important to their cases, researched all relevant areas of the law and possible forms of relief.
- Drafted all court documents, maintained files, and prepared cases.

Student Practitioner
DePaul Border Project
03/2012 *Harlingen, Texas*

Tasks
- Advised on and assembled two asylum cases, one prosecutorial discretion case, and one U Visa case through legal research, detainee interviews, affidavit drafting, and case file preparation.

Merchandise Specialist
Target Corporation
08/2009 - 07/2010 *Minneapolis, Minnesota*

Tasks
- Partnered with vendors, buyers, and analysts to develop an on-brand product assortment for Target.com.

Human Resources Advisor
Convergys Magyarország
08/2008 - 01/2009 *Budapest, Hungary*

Tasks
- Managed and implemented the training curricula of Boston Scientific Ireland's four sites (Galway, Cork, Letterkenny, and Tullamore).

Conversational English Teacher
Bajza József Gimnázium
09/2007 - 06/2008 *Hatvan, Hungary*

Tasks
- Executed all aspects of lesson preparation, delivery of communicative course content, and classroom management.



SHEAH PIRNACK

PLEASE REACH OUT:

[redacted]

Answers to the questions:

What is your favorite thing about Littleton?
I love the downtown. I love the businesses- both the restaurants and shops. My husband and I enjoy the live music and chili rellenos at the Alley on Sunday's. We occasionally find ourselves at lunch or happy hour at Smokin Fins, Black Haus, Social Bar, or Grand Station. I frequently do lunch or happy hours with my friends in Littleton, with the many options available (including Korri and Janice, part of the chamber).

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

Dear members of the Littleton City Council,

I am excited to be applying to potentially serve on Littleton City's Council. I love Littleton and would be excited to serve this community that I live in and love. As a longtime resident, I have called Littleton home for over 16 years. I am a Colorado native and don't see myself anywhere else. My home in Littleton is the longest I have ever lived anywhere in my 44 years! My husband and I, with my daughter, moved to and bought our house in Littleton in 2008. My daughter went to Wilder Elementary, Goddard Middle School and graduated from Littleton High School in 2018.

I recently semi-retired from Lockheed Martin in July of 2021. For the last few years, I have been writing and going on adventures with my retired husband (we have an Airstream and a place in the mountains). I am very close to finishing my memoir so I am looking for opportunities where I can serve the community and spend my free time with purpose.

I have previously held several board positions while working at Lockheed Martin in Waterton Canyon, including most recently serving as the leadership liaison for the CAN (Career Alternative Network) Board. CAN is an employee resource group for alternative work schedules as part of Diversity & Inclusion initiatives for employees. I served on the board for more than 8 years and was a member for more than 10 years. I regularly attended the monthly meeting in addition to the regular network meeting, I worked with employees and their leaders on a 1:1 basis coaching the leaders and coming up with mutually agreeable plans for the employee as part of the board position. In addition to the 1:1 work, I organized and moderated several podcast-equivalent communications to the employee network.

I have held many leadership positions in my career. Most recently I worked as part of an executive leadership team that included a Vice President of a Business area and several other Directors. Decisions were made after careful consideration and discussions between the leadership team. For example, in my position as the Navigation System Space Vehicle Director of Program Management I was responsible for the engineering and production team, the teams' technical output and the labor, subcontracts, and material budgets. My specific contribution was to lead the team while collaboratively managing the multiple

I particularly like that Dirt supports the neurodiverse population, and that Angel Concepts gives women a chance to work in the community.

My husband and I enjoy walking and biking paths into downtown as well as along the Platte. We also enjoy the many parks and the library!

We have done home renovations and have thought the city inspectors were helpful and thorough.

What is one thing you would like to change about the City of Littleton?
As far as change, I think perhaps the road projects and other infrastructure projects seem to take a lot of time (Bowles/Platte Canyon, Sante Fe). These projects sometimes appear to be unnecessary repeated work. It seems like there may be ways for efficiencies/economies if capital projects could be planned and timed in a deliberate sequence- water, sewer, road resurfacing, for a sequencing example.

How do you see yourself fitting in with this current city council?
Although I do not personally know any of the council members, my mom was elected mayor of Longmont and served until she was term limited. I have a notional understanding of the commitment and process through watching my mom. I feel like I can collaborate and succeed as part of a team in any endeavor!

programs financial spending and technical output. I worked with peer program managers of the individual GPS programs, as well as the finance director, and the interfacing service organizations where we balanced the overall delivery of the satellites.

I can attend regular and special city council meetings and workshops. I see that City Council (CC) regular meetings are held on the first and third Tuesday of each month. City Council study sessions are held on the second and fourth Tuesday of each month. I am available Tuesday evenings for the foreseeable future.

I hope to and look forward to serving on city council appointed boards and commissions, liaison positions, and any retreats, training, and ceremonial events. I have adequate free time to spend 20 hours per week on city business. Thank you for your consideration!

Best regards,

Sheah Pirnack

Please see my attached resume.

Feel free to contact me with any questions!

Thank you!

Sheah Pirnack
Writer/Author, Orator, Leader, Coach and Consultant delivering ideas & solutions to serve people & community.
[redacted]

Skills

- Visionary leader with proven execution skills & excellent Government, Program, and Teaming Relationships
- Experience driving solutions for transformation, affordability, agility, CONOP development & execution
- Able communicate vision, present solutions & simplify complex technical concepts for any audience
- >25 years cradle to grave Aerospace & Defense cross-discipline hardware, software, technology & systems experience
- Knowledge & experience of systems, spacecraft, payloads, & bus architectures from development to deactivation
- Subcontractor development & technical management of complex devices, new technologies and systems
- Recognized Spacecraft, bus, mechanical integration and electro-mechanical mechanisms Subject Matter Expert (SME)
- Diversity & Inclusion Partner and Advocate: Former Board leader 8+ years & active ally for Employee Resource groups
- Prior TS/SCI Clearance with CI Poly; DOD TS with COMSEC; (debriefed in 2021 when semi-retired from LM)

2021-Present *Semi-retired:* **Writer/Author of forthcoming Memoir: Overcoming Gravity; Winter Park as part of Alterra Resorts Volunteer Host; & Executive Coach; Aerospace& Defense Consultant**

2006 – 2021 **Lockheed Martin (LM) Space**

- Navigation Systems (GPS III, IIIF) Space Vehicle Design Segment Program Management Director (2019-21)
- GPS III Space Vehicle Design & Production & Bus Program Management Senior Leader (2018-2019)
- Spacecraft Mechanical Leader for LM1000 Midsize Bus & P220 Phase A Bus, and Bus PM & Deputy Leader (2016-18)
- Mechanical Integration (Space Vehicle) Function Manager Space Systems Denver & Special Programs (2016-2018)
- Payload Agnostic High Speed Data Space Active Optical Cable (SAOC) Lead & CPE, MSP BIII 6+ TIB items (2015-16)
- Advanced ESA Technologies (AETC) Phase B&C IRAD/CRAD, Proposal & Chief System lead APRF (2014-15)
- CRxP (Common Receiver and Processor) Phase A Proposal Systems & Deputy PM / Planning Lead APRF (2013-14)
- MSP BIII Technology Maturation Long Lead Proposal (2) / Development plan Tech Lead & Author (2013)
- CGA (Communication Gimbal Assembly) & SADA's (Solar Array Drive Assembly) CPE MSP BII (2008-2013)
- Lead Investigator to develop root cause, develop and execute plan to ultimately "save asset" for the government
- Mechanisms Integrated Programmatic Technical (IPT) & Proposal Lead Transformational Satellite (TSAT) (2006-8)

Lead on Proposals/Studies (Sunnyvale & Denver); Independent Reviewer (SME for INARs and other forums) for GeoEye, IRAD, AEHF, SBIRS, GOES-R, MUOS, Classified, A2100TR, GPS IIIF; CONOP development for Common Products (2012), Publication 41st Aerospace Mechanisms Symposium, Recipient of LMSSC Publication Award (2012), Presented at Gov't lessons learned Conference, SMS Engineering Talent Forum (2010), and recipient multiple Awards: Peer and Leader Recognition; Space Team Excellence; Mission Engineering and Advanced Development; & government coins/awards.

2001 – 2006 **Starsys Research Corporation/Space Dev Inc** *now* **Sierra Nevada Corporation Project Engineer (3)**
Electro-mechanical/mechanisms cognizant engineering leader: Glory Scan Mirror Motor/Encoder for Aerosol Polarimetry Sensor (APS), Raytheon; A2100 Antenna Gimbal, LM; AEHF Antenna Pointing Platforms, Northrop; Phoenix Soil Sampling Wet Chemistry Lab, NASA; Advanced Sample Handling and Fluid Management System for In-Situ Wet Chemistry Micro-Lab (Phase III SBIR, Rovers Pheonix), NASA JPL: *SME on Electro-mechanical Devices & deployable space mechanisms/structures; 30+ Long-Life Gimbals flown (2001-Present), Co-Inventor/Patent Deployable Lead Screw for Space Structures (2006), Co-Author European Space Mechanisms Symposium (2005)*

1997- 2001 **Structural Dynamics and Control Laboratory, Aerospace Department Research & Development**
Research and Development of Science Platform for ISS, Metrology / Optical system for deployment accuracy of space structures including optical design, modeling, layouts, and testing; Proposal development for multiple R&D areas

1996 – 1997 **IBM** **Business / Engineering CO-OP**

Education: Leader Accelerator (2018-19), Executive Development and Growth Enhancement Class of 2010 (2010-2013), Systems Model Based Design Training (2013), Program Management Training (2011), Material Review Board, Certified Principal Engineer (2007+), Space Tribology (2005, ESTL), FEA Nastran & Patran Modeling Training (2004,MSC), Solidworks Training (2003, MCAD), GD&T Training (2001 & 2003)

1995-2001 **University of Colorado at Boulder** **Aerospace Engineering BS** (Partial ME) with Honors

December 3, 2024

Colleen Norton
City Clerk
2255 W Berry Ave
Littleton, CO 80120
CCCN@littletongov.org

Dear Ms. Norton and Littleton City Council Members,

I would like to nominate myself for the vacant At-Large City Council seat. Please accept my resume along with my city council letter and answers to the required questions.

I would like to serve on the Littleton City Council because I have a great interest in our local government and value the work that is done to assist all citizens within the City of Littleton. I have attended some of the City Council meetings and appreciate the hard work and team work that is conducted in the Littleton City Council Meetings.

I have proudly served the residents of TrailMark on the TrailMark HOA Board of Directors since 2019. From 2019-2020, I served as the TrailMark Treasurer. From 2020 to present, I am serving as the TrailMark HOA President. My term with the TrailMark HOA ends in November of 2025. My attendance record over the past five years has been exemplary as I have devoted much of my time and energy to fulfill the duties as our HOA President. I am responsible for conducting our bi-monthly HOA meetings on the 2nd Tuesday of the month at 6:00 p.m. (January, March, May, July, September, and November). I usually attend all of our Social Committee functions such as Summer concerts, Easter Bunny, 4th of July, National Night Out, Chili Cook Off, Movie Night, and Trail of Lights. In order to keep many of these events alive, I like to help sponsor some of the neighborhood events too. I am also responsible for managing fellow Board members and all of our four committees: Social, Communications, Common Area, and Design Review Committee. Currently, I serve as the liaison to our Social Committee. I am the point of contact with our Management company, HOA Attorney, 811, and most of our vendors.

I also currently serve as the PTO President at my daughter's school, Falcon Bluffs Middle School. Responsibilities include running our monthly meetings on Thursday mornings at 8:00 a.m. on the 2nd Thursday of each month. I also help with Spirit Nights, scheduled events, and putting on dinners for teachers during Parent Teacher Conferences. We have a great Board and work hard to support our teachers!

Looking at my 2025 calendar, I can only see a few dates that may be a conflict of HOA and City Council Meetings (January 14, March 11, May 13, July 8, September 9, and November 11), as I am charged with running our HOA meetings on those nights. I also am required to be in attendance for our bi-monthly work sessions which are: (February 11, April 8, June 10, August 12, and October 14). I also have a Spring trip to Oregon booked from May 1st through May 4th. Other than those dates, I should be able to be in attendance as needed.

I understand that serving as a public servant involves a willingness and time to serve on committees, commissions and be an active liaison between the council and the community. I also accept that serving as a council member would include attending retreats, trainings and ceremonial events in order to have the proper representation of the council in attendance.

My favorite thing about Littleton is the small town community that each of us get the luxury of calling home. Our entire city of businesses, government, and residents have built the most attractive city in Colorado. I am very proud to be raising my two teenagers within the City of Littleton. We are not a huge city, but we are a small hometown community. What other metropolitan city decorates its downtown for Christmas like Littleton? What other city decorates its downtown with American flags on Veterans Day? I know of none, and I am a lifelong native of the metro area and have lived in Littleton since 1998.

One thing that I would like to change about the City of Littleton is a difficult question. I am not sure there is something that comes to mind to change about the City of Littleton. I am very loyal to the City of Littleton and often feel uncomfortable when visiting other metro cities that are not as friendly and inviting as Littleton. Even though I live in TrailMark, which is quite a distance from Downtown Littleton, I feel the city services are quickly addressed when needed.

Attending the City Council meetings that I have, I feel that I would quickly fit in with the current City Council members as well as the Mayor, City Manager, and City Attorney. I am willing to learn from each member and hold my duties to assist all residents within the City of Littleton to the best of my abilities. I would be honored to serve.

I realize this is a fill-in position for the current upcoming vacancy. I promise to fulfill my charge and duties if selected. Thank you for your time, opportunity and consideration.

Sincerely,

Ken Colaizzi



KENNETH T. COLAIZZI
“KEN”

[redacted]



EXPERIENCE:

June 1991 to Present	Sales, Measure, Install, and Service Calls Secure-All Company, Inc. Performed numerous service calls, sales calls, measure appointments, and installations. Proudly measured and installed custom doors in 27 of the 50 states.
1995 to 2004	1st and 2nd Grade Teacher Jefferson County Public Schools (JCPS) Selected as JCPS #1 college hire in 1995. Taught 1st & 2nd grade combo class (4 years). Taught 1st grade (4 years). Taught one year of 1st/2nd grade GT class. Selected to the Jeffco Public Schools Recruiting Team from 1997-2001.
1991 to 1995	In Store Demos and Sales for Canino’s Sausage Company, Inc. Performed several in store demos and maintained inventory and customer relations with several in store meat managers.
1990 to 1994	Parking Officer for Univ. of Northern Colorado Police Dept. Issued parking tickets, booted and towed many vehicles. Communicated with UNCPD Officers and dispatch by police radio on a daily basis. Known as Officer #118.

EDUCATION:

1995 Graduated from University of Northern Colorado, Greeley
BS in Elementary Education with emphasis in Sociology.
National Student Board Member of Pi Lambda Theta Educational Honor Society.

1990 Graduated from Arvada West High School.

VOLUNTEER:

2019 to Present	TrailMark HOA Board Member 2019 Served as HOA Treasurer 2020 to Present, Served as HOA President Term ends in November 2025. Cooperatively worked with many residents, Many vendors, South Suburban Parks and Rec, City of Littleton, Many HOA Management Companies, HOA Attorneys, Jeffco Open Space, Shea Homes, Botanic Gardens at Chatfield, and the TrailMark Metro District.
2023 to Present	Parent Teacher Organization Member (PTO) Falcon Bluffs Middle School 2024-2025 Plan Serve as PTO President.
2013 to 2022	Watch Dog Dad Shaffer Elementary School Proudly volunteered once a month for 9 straight years.
2004	Littleton Police Citizen's Academy Graduate.

REFERENCES:

1. Tom Burns
   Principal Falcon Bluffs Middle School
   [redacted]
2. Gabriel Stefu
   Western Law Group
   [redacted]
3. Susan Luckhurst
   [redacted]
4. Brian TerHark
   [redacted]
5. Phil and Joy Kinney
   [redacted]

HOBBIES:

I enjoy cooking. I'm a die-hard Seattle Seahawks fan. I love traveling. Finally, I strongly believe in supporting and helping as a volunteer at my kids' schools.

OBJECTIVE:

I look forward to the new horizons in front of me and am the first to say I don't know everything. My willingness to learn, strong organizational skills, active listening skills, and energetic personality have helped me become the person I am today. I firmly believe that our previous experiences, chances we have taken, and paths we've crossed, have helped each of us become the role-models we are today. I look forward to working with you.

LETTER TO LITTLETON CITY COUNCIL MEMBERS

[redacted]

Paul G. Laird

12/5/2024

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

Dear Council Members,

I am interested in submitting my name and resume for your consideration to fill the upcoming vacant at-large council seat. I have been a resident of Littleton, Colorado my entire life and do not currently hold any other elective office. I have included my resume and the requested pertinent documents for your review.

I want to serve on the council for several reasons. Primarily, Littleton is the town where my parents, my six siblings, their families, my family and many of our extended family members and friends have grown up. Although I have been fortunate enough to travel the world throughout my professional career, Littleton is the community I've been blessed to be able to call home. At this point in my life, I am able to serve the community and commit to the extensive hours of service that are required for a city council member position. Moreover, I have been fortunate enough to have served on various boards in several diverse communities as depicted in the attached document.

My favorite thing about Littleton is its historical background of farming, ranching, and horse racing along with the cultural and ethnically diverse background of past and current residents. It is for that reason that there is not one thing I personally or independently would like to change about the city. I would, however, be humbly honored to serve the community I love as so many have done before me. As you know that kind service requires well-reasoned, and detailed collaboration with the remaining council members when considering issues of total agreement or when considering potentially contentious issues. In my experience, the process of that kind of collaborative effort will inevitably produce positive change in the Littleton community.

In closing I would like to thank the council members for their consideration and wish you all the best in your current and future endeavors.

Paul G. Laird
Managing Member
Bluebird Investment Properties, LLC

Bluebird Investment Properties, LLC

Paul G. Laird

[redacted]

Education: Graduated from the University of Colorado at Denver with a BS in Minerals Land Management and a BS Real Estate.

Business Experience:

PMI Denver Metro LLC **2019 – Present**

- Incorporated Bluebird Investment Properties, LLC in the state of Wyoming in September of 2019. Bluebird was awarded a PMI Denver Metro Franchise for the Denver Metro area which is currently operating in the state of Colorado as PMI Denver Metro

US Domestic Oil and Gas Experience **1981 – 2019**

- Domestic experience includes Oil and Gas exploration and production operations for various companies over the last 40 years. First working as a field Landman then a corporate Landman for a major oil Company. Later, serving as the founder and CEO of a private, then public oil and gas exploration and production company. Geographic locations of experience include Gulf Coast, California, Alaska, New York, Wyoming, Montana, Nebraska, Kansas, Colorado, New Mexico, and Texas. Experienced negotiator including negotiations with the BLM, EPA, DOJ, SEC, EEOC, various state and local governments and oil and gas commissions, and various Native American Tribal Councils all over the United States. Additional experience includes oil & natural gas sales, transportation and distribution.

International Oil and Gas Experience **1981 – 2019**

- International experience includes establishing drilling partnerships/joint ventures with various oil and gas companies to pursue long-term oil and gas development programs with companies in the public and private sectors. Projects included establishing all-inclusive project development for oil and gas exploration, production sales, commercial operations facilities and natural gas gathering line and transportation pipeline development. Additional experience includes liquified natural gas, horizontal shale drilling and fracture stimulation projects, coal gas extraction projects, production water operations management, cogeneration plants, evaluation of the US power grid system and consideration of alternative energy projects including wind energy, solar power plants and solar battery systems. International negotiations include Taiwan, Hong Kong, China, Indonesia, and Japan.

Real Estate Experience **1981 – Present**

- For over 40 years our family real estate business included real estate sales, single family, multi-family, commercial, and HOA property management.

Restaurant Operations Experience **1981 – 2019**

- Our family successfully owned and operated a Bar and Grill in Denver for 20 years

Educational Board Experience

- Served on the Mullen High School Foundation Board of Directors. Attended various on-going oil and gas/real estate seminars and continuing education certificate programs

Albert Ross

[redacted]

December 5, 2024

Littleton City Council
2255 W Berry Ave.
Littleton, CO 80120

Dear Kyle Schlachter and City Council Members,

In the winter of 1975 I left dreary Detroit Michigan to visit Colorado. I marveled at how wonderful life was here, and with a love for the great outdoors I made my move to Colorado. Over the last 45 years I have been in this state, and for the past 15 years; here in Littleton. I chose Littleton because of its small town feel. From the various gatherings in downtown, such as Western Welcome Week or the Twilight Bicycle Criterium or firework displays at Cornerstone Park; there is a sense of community.

In my 30 years at Voice Media Group, I became a senior member of the sales staff and held leadership roles , including working with new hires to reach their goals and objectives. No matter if the business was big or small, national or regional, we were able to communicate with corporate officers and mom and pop businesses. My work taught me about budget planning for my clients businesses as well is my own. Together we set goals and objectives. My big take away from this work was the importance of an ability to reach across the table with just about anyone and to listen; communicating is not a one sided venture. I would listen to the other viewpoint and ask questions to learn the needs of that business. I will apply these communication skills to the City Council of Littleton, leveraging my ability to listen and problem solve.

Having seen Colorado change in the past 45 years and watching the city of Littleton grow during the 15 years I have lived here, I have come to the conclusion that I would prefer not to sit on the sidelines. Being part of the decision making process and member of the Littleton City Council would fulfill that aspiration.

Littleton needs to meet goals and objectives. Whether the council members are looking at land use mix and the sustainability thereof or infrastructure improvements; the members discuss, listen and communicate any differences and eventually arriving at a solution. How do we attract more businesses, generate tourism, improve the arts and culture, transportation and options and housing for seniors and those less fortunate. Being part of that decision making process would be a goal of mine and helping to make Littleton a better and more prosperous community; the objective.

Sincerely yours,

Albert Ross

Albert Ross

ALBERT ROSS

PROFILE

I have been a resident of Littleton since purchasing a home in April of 2009 and moved to Colorado in 1979; from Michigan.

Currently I am retired from 45 + years of working in media and related industries. Every week I volunteer for Nourish Meals on Wheels delivering food to those in need. During the summer I also volunteer for the Levitt Pavilion in Denver.

EXPERIENCE

Senior Multi Media Account Representative — 1990-2019

Voice Media Group - 1278 N Lincoln St. Denver, CO 80203 - 303-296-7744

Basically my job required me to sell various advertising platforms and create marketing plans to fit clients budgets. Over the years as technology change; I adapted to new digital and social media platforms to help clients reach their goals.

Over my 30 year career at Voice Media Group I won numerous top sales awards for reaching goals and setting new standards within the company. VMG had at one time, 15 offices around the country and employed around 300 people of which over 150 were sales representatives. For majority of my career at VMG I was constantly one of the top performers in the company.

Print Media Sales Representative — 1985-1990

Daily Camera Newspaper - Boulder Colorado

Broadcast Advertising and On Air Announcer — 1979-1985

During the first few years living in Colorado I worked at radio broadcast outlets...KADX and KFML.

On Air Radio Announcer (Disc Jockey) in Detroit Market - 1977-1979

WBRN, WWWW and WIQB

EDUCATION

Central Michigan University - 1973-1977

BA in Broadcast & Cinematic Arts

What is my favorite thing about Littleton?

Littlton has a small town feel to the community. From the various gathers in Old Downtown, such as Western Welcome Week or the Twilight Bicycle Criterium or firework displays at Cornerstone Park; there is a sense of community. I see a lot of diversity when we are out and about in the area.

What is the one thing I would like to change about the City of Littleton?

The population of Littleton has nearly doubled since moving to Colorado in 1979. From roughly 28,000 in 1980 to 45,000 presently. Along the way there have been good and not so good decisions; on how this community should grow. I do not believe one can focus on a singular change for a community. I like our open spaces. My wife and I and our local friends/neighbors enjoy Old Downtown Littleton (restaurants, brewpubs and retail shops). We live close to Kettering park and enjoy going for walks with our dog around the (body of water). I think technically it is called the Gallop Reservoir.

Personally I feel that the downtown area is trying to be an entertainment district…but falls a little short. We have the access (Light Rail Station), parking, a young influence with nearby Arapahoe Community College and plenty of restaurants and drinking establishments. We lack in live musical entertainment. Music is a wonderful way for a community to connect. We do have local theatre…so we are almost there.

How do I see myself fitting in with the current city council?

All of you have diverse bios and backgrounds. Your likes, education, family and work history are as different from each other as many of Littleton's residents are to each other.

My wife and I are well traveled and go scuba diving all over the world. We have a great sense of family and like to spend time in and around Littleton. We like music (I myself play guitar and a little Ukulele) and enjoy going to music events. I am a horrible golfer…so probably best not to invite me. Anything else outdoors I am game…Skiing, motorcycling, hiking and bicycling.
I have a son who is a mechanical engineer working for Boston Dynamics and three step children (environmental sustainable farming, writer and fire protection engineer). My wife is an avid artist, environmentalist and active in coral restoration. Is a trustee for BMoCA in Boulder. We are currently taking Tai Chi classes together. One day a week I drive for Meals on Wheels and have volunteered there for the past 5 years. Spring through fall concert season I volunteer at the Levitt Pavilion in Denver…photography and other assorted tasks.

Each of you has their own vision for the City of Littleton; that is unique. The common denominator is that we all want to see improvements in housing, accessibility, better bicycle and trail access, support local businesses, good governance and being transparent with our constituents.

Not all that much different, just diverse.

Albert Ross

AVAILABILITY

Now that I am retired from a career in media advertising,; I have a lot more time on my hands. I would be able to attend regular scheduled meetings, special sessions and workshops.

Being on various special committees would be something I would look forward to and certainly could go on retreats or attend community relation events.

REFERENCES

Voice Media Group

Scott Tobias - CEO/Publisher
[redacted]

Tracy Kontrelos
Associate Publisher
[redacted]

Teri Driskell
Advertising Director
[redacted]

Levitt Pavilion Denver

Meghan McNamara
Executive Director
[redacted]

Adam Davenport
[redacted]

December 6, 2024

Littleton City Council
2255 W. Berry Avenue
Littleton, Colorado 80120

Re: Application for Vacant At-Large Council Seat

To the Council,

My name is Adam Davenport, and I would like to be your newest colleague on the Littleton City Council.

My wife and I bought our home on Caley Avenue over six years ago and since that time, we have added our adopted mut Bo, and two children, Lily (almost 4) and Jack (almost 2). I would like to fill the vacant at-large council seat for the families and small business owners that have become my neighbors, friends, and family over the last six years. Littleton is and will continue to be a magnet for growing families thanks to its metro-leading schools and vibrant, diverse community. Maintaining these qualities requires active participation from residents, as well as a thoughtful and practical approach to problem solving. This is the perspective I will bring to the City Council from day one.

In college I served on the Associated Student Government all four years, becoming the Senate Leader my sophomore year and then winning election to President for back-to-back terms my junior and senior year. During that time campus saw a large influx of students, coupled with the need to finance and upgrade numerous student facilities, all in the face of state budget cuts and the strong desire to keep tuition and fees affordable for students across the state, regardless of socioeconomic background. Through many long nights, intense debate – not only among fellow students but also with the administration – we funded the addition of numerous programs that now regularly compete for national championships (mountain biking, soccer), funded the construction of a new student center, and kept the cost of attendance to one of the lowest of any four-year institution in Colorado.

Since that time, my career in the law has continued to put reasoned deliberation and practical decision-making at the forefront of my practice day in and day out. For the last eleven years I have served as general counsel to multiple small businesses as they face the challenges and successes of growth and change, both locally and nationally. From representing clients before the Colorado Supreme Court, to financing over $50 million in renewable energy projects, to establishing new business lines, my career to-date has been marked by the need to come up with practical solutions to complex problems, often on the fly. As a governing body, we will be faced with numerous difficult decisions that will take a thoughtful, deliberate, and collaborative approach to solve. My career has provided me with the tools necessary to provide just that.

As our family has established roots in Littleton over the last several years, my desire to once again serve the broader community has continued to grow. Earlier this year I founded my own Littleton-based law firm to, in part, have greater flexibility to become more involved in the community we call home. In addition to giving me the perspective of the small business owner that I have represented for so many years, starting my own firm allows me the time necessary to devote to Council matters, including boards, commissions, and liaison positions.

From its founding, Littleton has been a place where families and businesses have thrived. I look forward to the opportunity to work with all of you to continue this legacy for the next generation.

Sincerely,

Adam Davenport

ADAM C. DAVENPORT
[redacted]

EDUCATION

Juris Doctor
University of Wyoming – Laramie, WY

- Dean's Honor Roll
- Rocky Mountain Mineral Law Foundation Scholarship Recipient

Bachelor of Business Administration
Colorado Mesa University - Grand Junction, CO

- Major: Marketing
- Summa Cum Laude
- President, Associated Student Government (Two Terms)

LICENSURE

State of Colorado

State of Wyoming

EXPERIENCE

Attorney and Principal — September, 2024 to Present
Horizons West Legal, LLC

- Founder of Littleton-based solo law practice providing prompt, practical advice to individuals and small businesses regarding real estate and water right transactional matters, as well as financing and general corporate matters.

General Counsel — January 1, 2022 to Present
SunShare, LLC

- Manage all aspects of legal function for country's largest community solar company with operations in numerous states throughout the country.
- Analyze, structure, and close complex project and corporate financial transactions; to-date completed over $50mm in partnership flip tax equity and construction to perm solar development financing, representing approximately 40MW in two states.
- Guide development team on legal aspects of project lifecycle from site origination activities, negotiating and securing site control, permitting, EPC contracting, and construction.
- Review, draft, and manage complex commercial agreements and perform general corporate legal matters.
- Provide corporate leadership team with practical, timely, and effective legal and business advice on wide range of corporate, finance, procurement and strategic issues.

General Counsel, Secretary, Director of Utility and Right-of-Way Construction — May 2015 to December 31, 2021
Bar Star Companies

- Advise corporate clients in all aspects of business operations including employment matters, contract negotiation, drafting, and litigation.

- Negotiate and draft documents for multi-million-dollar asset acquisition and disposals in jurisdictions across the United States and Canada.
- Evaluate, manage and execute all aspects of merger and acquisition matters from due diligence planning to drafting transactional documents to closing.
- Manage and collaborate with outside counsel to reduce legal spend while maximizing positive outcomes for client.
- Conduct all aspects of land and water right acquisitions from title review to closing.
- Represent client before state and federal courts, as well as administrative bodies.
- Oversee day-to-day operations of Utility and Right-of-Way Construction business unit and continued expansion of service offerings to new customers while managing unit's monthly finances for continued profitability.

Attorney
White & Jankowski, LLP August 2013 to May 2015

- Represented individuals, municipalities, and other governmental entities in applying for and defending water rights, permitting, and acquisition.
- Advised clients on variety of use and permitting issues for surface and ground water rights.
- Conducted title research and drafted title opinions for real estate and associated water and mineral rights.
- Advised clients on curative and post-closing real estate, water, and mineral rights matters.
- Drafted pleadings and briefs for Colorado water courts.

Law Clerk
Weld County District Court, 19th Judicial District, Divisions 3 & 5 – Greeley, Colorado June 2012 to August 2013

- Reviewed case records, researched applicable case law, and drafted written orders for civil, domestic, and criminal cases.
- Also served as law clerk for alternate water court judge. Facilitated scheduling and docketing with members of water bar, drafted status conference memoranda, and generated minute orders for record.

Graduate Assistant
School of Energy Resources, University of Wyoming August 2010 to August 2011

- Researched and wrote a series of papers on legal aspects of water use in various energy production methods including in-situ uranium mining and hydraulic fracturing.
- Collaborated with School of Energy Resources faculty and staff to prepare white paper for Hydraulic Fracturing Forum, wrote water law portion.

AFFILIATIONS

• Colorado Bar Association	2012 to Present
• Denver Bar Association	2012 to Present
• Wyoming Bar Association	2015 to Present
• American Bar Association	2015 to 2021; 2024

1. What is your favorite thing about Littleton?

   Littleton provides all the amenities of a large, modern city, while still providing the small community in which I want to raise my family. Numerous and well-maintained parks and open spaces coupled with access to local and regional trails provide near endless, year-round recreational opportunities right outside our doorsteps. A thriving and vibrant downtown and amazing, community supported schools make Littleton the most desirable of the metro area suburbs.

2. What is one thing you would like to change about the City of Littleton?

   I would like to see a continued emphasis on human scale connectivity prioritizing pedestrian and bike transportation for Littleton's growing number of young families. Littleton now sits at the cross-roads of numerous, high intensity vehicular arterials, including Broadway, Highway 85/Santa Fe, Mineral, as well as numerous high volume feeder streets like our own, Caley Avenue. While these arterials provide the benefit of easy access to and from Littleton's commercial core, they can be problematic for surrounding neighborhoods with a growing number of young families. How our children and families navigate this mix of arterials and neighborhoods to connect to Littleton's many metro leading amenities will define the image of Littleton for the next generation.

   In addition, having represented small businesses for many years and now being a small business owner myself, I understand that the amenities that make Littleton so attractive to young families also makes Littleton attractive for businesses of all varieties and sizes. I would like to see continued efforts to encourage entrepreneurs and small businesses to call Littleton home.

   Finally, Littleton has not been immune to the housing affordability crisis impacting communities up and down the Front Range. Littleton has and is taking important, impactful steps to alleviate price pressures as the community continues to grow to ensure that it remains a vibrant and diverse place to live. I would join efforts to diversify Littleton's housing stock to ensure that those desiring to move to or relocate within Littleton have viable, affordable housing options in the future.

3. How do you see yourself fitting in with this current city council?

   As can be seen from my resume and cover letter, my career and life experience to-date has provided me with the opportunity to work with numerous, diverse groups to accomplish common goals. I truly believe we are at our collective best when we work as a group for the common good and no single person has a monopoly on good ideas. Everyone has unique life experiences that have given them a perspective that should be considered when deliberating the matter at hand. I look forward to working collaboratively with the unique and diverse perspectives currently represented on the City Council, as well as contributing my own.

Andrew Allan

[redacted]

December 5th, 2024

Littleton City Council

2255 W Berry Avenue, Littleton, CO 80120

Dear Littleton City Council,

Since becoming a member of the Littleton community, I have found many numerous ways to get involved and grow my roots deeper into this city we all call home. And while I knew I was going to get involved in recreational sports and volunteering, I never expected local government to be an endeavor of mine but the more I got involved throughout the city the more I saw the growth, development, and needs of residents all over the city. That is why I have decided to submit an application for the at-large seat vacancy on the Littleton City Council. To help and serve the residents of Littleton. It is a tall order with a rapidly growing city housing a diverse demographic of residents, businesses, communities, and land uses but it is an ever-crucial endeavor I am excited to take on alongside all of the members of the city council.

My experience in local governance has only been as the chair and vice chair of the Next Generation Advisory Board thus far, but I have taken on leadership roles in many areas of my life including as the secretary and a board of director member for my collegiate and now men's league rugby team and as a board member for the campus ministry I was a part of during my time in college. What I have learned is that leadership is messy and hard, but also that it is important to the success of any organization and can be extremely rewarding to all parties when done in a healthy, productive manner. During my tenure within the aforementioned organizations, I drafted bylaws and code of conducts, awarded funding to subcommittees and grant recipients, ensured compliance with regional and national regulations, advocated on behalf of other members of the community, coordinated educational experiences, and reprimanded inexcusable behavior. My term of service in leadership on my collegiate rugby team was three years, in my collegiate campus ministry was two and a half years, on the NGAB one year and nine months to date, and on my men's league rugby team eight months to date. Across all of these organizations I have had a perfect attendance record with the lone exception of one NGAB meeting in spring 2023 when I was traveling outside of the country for work.

To me, being a representative for others is a great duty and responsibility that I take incredibly seriously so if I am appointed to the Littleton City Council, I will be in attendance of all city council meetings, workshops, retreats, and events. Serving the boards and commissions or any other entity as a city council liaison is an honor I would gladly and proudly take on as a voice for the people of Littleton.

I look forward to working with you all to continue to make Littleton a great place to live, work, and play!

Sincerely,

Andrew Allan

Andrew W. Allan

[redacted]

Education

Georgia Institute of Technology | Atlanta, GA *August 2017 – May 2022*
Bachelor of Science in Electrical Engineering with a minor in Sociology

Skills

Communication: design proposals, budget estimations, technical reports, presentations (large and small audiences)
Leadership: analytical decision making, adaptability, personnel management, strategic planning, conflict resolution
Hardware: microcontrollers, FPGAs, function generators, oscilloscopes, logic analyzers, UXM/UXM Pro, CMW 500/CMX OBT
Software: Altera Quartus II, NI Multisim, Simulink, Wireshark, QXDM, ELT, XCAL, XCAP, Keysight PCT, Keysight TA
Programming: NI LabVIEW, C++, Python, MATLAB
Languages: German (conversational), English (native)

Work Experience

SCRAM Systems | Littleton, CO *January 2024 – Present*
Test Engineer

- Led multiple interdisciplinary test system improvements resulting in shorter test durations and an annual savings of $15k
- Developed advanced electromechanical test systems for research and development of new product lines
- Collaborated daily with manufacturing leadership to triage production issues and fix production problems in real time
- Managed automation and optimization of existing test systems, increasing reliability and ease of use by operators
- Created innovative way to upgrade RB Pro device firmware via USB without direct access to processor board PCBA

DISH Wireless | Littleton, CO *July 2022 – December 2023*
Device Certification Engineer

- Led device certification of 2 Motorola devices, assisting in certification of 10 other devices (Apple, Samsung, Motorola)
- Managed Apple NDA lab as lead lab certification & test engineer during launch of iPhone 15
- DISH SME for domestic roaming, international roaming, and TE testing (Keysight and Rohde & Schwarz)
    - Authored DISH Wireless's official international roaming test plans and both TE test plans
    - Tested and certified 12 devices for international roaming usage in Canada and Mexico utilizing both direct service agreements and IMSI switching technologies to provide 3G (CS fallback)/LTE/VoLTE services
    - Managed TE vendors development of comprehensive test scripts for CA throughput, protocol, LBS, and ELS
    - Conducted extensive testing on Qualcomm, MediaTek, and Samsung LSI chipsets (MTPs and RF drilled devices)
- Experienced in O-RAN laboratory and field network optimization with 3rd party vendor support (Mavenir, Nokia)
- Pioneered the automation of DISH FIT testing by working with Accuver to create an autonomous field-testing platform that requires less skilled testers, reduces certification costs & time, and completes near instantaneous report generation
    - Allan, Andrew. 2023. Cellular Field Testing Automation Tool. U.S. Patent 5645-738, filed July 5, 2023. Patent Pending.

Leadership

Next Generation Advisory Committee | Littleton, CO *March 2023 - Present*
Chair ('24-'25) | Vice Chair ('23-'24)

- Coordinate guest speakers from city and community organizations, create meeting agendas and run monthly meetings

Littleton Scots Rugby Club | Littleton, CO *August 2022 – Present*
Secretary (24'-26')

- Ensure player eligibility (CIPP), maintain play time records, create board meeting agendas, schedule non-matrix matches

Community Involvement

The Blue Bench | Denver Metro Area *July 2023 – December 2024*
Hotline & Hospital Advocate

Break Bread | Littleton, CO *April 2024 – Present*
Food Delivery Volunteer

What is your favorite thing about Littleton?

To me, many things make Littleton a special place to live whether it be the charm of Downtown Littleton, the wonderful array of parks and nature trails, the plentiful career opportunities, or the annual calendar packed full of exciting community events. But to answer the question, my favorite thing about Littleton is the people that make up Littleton. I have been blessed to live all over the country and the world, but have never found such a rich community of people who are friendly, caring, and genuinely look out for each other's wellbeing. It is a rarity and something I deeply treasure about being a part of the Littleton community. And it is not something that has happened by happenstance, it is the result of years of tireless work by the city and the city council to foster an environment that attracts incredible people through culture and infrastructure development. I would also argue that the people of Littleton are the city's greatest asset in the journey of continuing to progress our city forward, especially as Littleton has become a leader in the metro Denver area.

What is one thing you would like to change about the City of Littleton?

One thing I would like to work towards changing is the diversity, availability, and cost of housing in Littleton. As a renter, I have had my rent raised by at least $100 each year I have renewed my lease, and I am not alone in this experience. Two different friends of mine have been forced to move out of Littleton since their rents have gotten to a point where it would be fiscally irresponsible to stay in the community they love. And I recently spoke to an 83-year-old resident in one of our 55+ communities that is facing eviction because her retirement and social security checks are not able to cover all of her bills anymore. Housing access and affordability is something that affects everyone in Littleton, renter or homeowner alike. The work you all have done to mitigate the rising cost of housing has been noticed and is quite appreciated; however, it is a continuous ongoing battle, and I would like to help lead the charge in making our wonderful city more accessible and affordable to the residents that live in it.

How do you see yourself fitting in with this current city council?

With my experiences from both my professional career and personal ventures, I believe I would be a great fit for the current city council. I have years of experience working in team environments to solve technical, interpersonal, and interdisciplinary problems in the fields of engineering, budgeting, event planning, and policy making. As someone who has served as a leader in many different capacities, it is important to me to be able to have productive conflict and discourse in order to create the best product, policy, or plan for the topic at hand. It is a skill rooted in respect for others and the willingness to listen to those whom you may disagree with, and it is pervasive on the current city council.

Additionally, I believe the background I bring to the table would be a tremendous benefit to the city council. I am a 26-year-old young professional who plays on the Littleton rugby team, hand delivers meals to seniors throughout Littleton each week, volunteers at metro Denver's comprehensive sexual assault crisis center, and serves on the Next Generation Advisory Board. So, while I may be young, I am deeply involved with many different facets of the Littleton community from other young adults to growing families to retirees and am excited at the prospect to work alongside you all to best serve and support all the many different members of our Littleton community.

Christopher Pertelesi
[redacted]

Littleton City Council
2255 West Berry Street
Littleton, CO 80122

Dear Members of the Littleton City Council,
I am writing to express my enthusiastic interest in serving as a member of the Littleton City Council. As a proud resident of Littleton for over a decade, I cherish the small-town charm of our community amidst the vibrancy of a growing city. My family and I have built our lives here, and I deeply appreciate the city's ongoing commitment to safety, inclusivity, and the preservation of our historic downtown. I am eager to contribute my professional expertise and passion for civic engagement to ensure Littleton continues to thrive.

Throughout my career, I have demonstrated a capacity for thoughtful, strategic decision-making that aligns well with the responsibilities of the City Council. While I have not served on a formal board or committee, I have led large-scale enterprise projects for Ivy League institutions and nationally renowned healthcare organizations. My role required facilitating high-level strategic discussions with C-suite executives to enhance retirement programs for academic and healthcare employees. These experiences sharpened my ability to navigate complex issues, build consensus, and deliver impactful results—skills I am confident will benefit the council and our community.

I am fully committed to the time and energy required to fulfill the responsibilities of a City Council member. My schedule is highly flexible, allowing me to attend regular and special meetings, workshops, and other engagements. I thrive in in-person settings that foster deep, meaningful connections, especially on sensitive topics. At the same time, my proficiency with technology ensures I can effectively participate in virtual meetings when needed.

Additionally, I am eager to embrace the broader demands of this role, including serving on council-appointed boards, attending retreats, and participating in ceremonial events. These opportunities are invaluable for deepening my understanding of our community's diversity, the needs of our residents, and the perspectives of my fellow council members. I am committed to continuous learning and upskilling, as reflected in my current role as a substitute teacher in the Littleton school system, where I have gained firsthand insights into our educational landscape.

It would be an honor to bring my skills, enthusiasm, and dedication to the Littleton City Council. I am committed to working collaboratively with other members and serving our community with integrity and transparency. Thank you for considering my application. I

welcome the opportunity to discuss my candidacy further and share my vision for Littleton's future.

Sincerely,
Chris Pertelesi



Chris Pertelesi

[redacted]

STRATEGIC BUSINESS LEADER

A resident of Littleton, Colorado for over a decade, raising a family with children in the LPS system. Strategic leader with over 20 years in business management, relationship management, and financial services. Proven success in driving strategic business initiatives, leading cross-functional teams, and delivering high-impact results. Adept at analysis and aligning strategies with insights to support decision-making. Known for strategic thinking, high enthusiasm and emotional intelligence, and effectively communicating with executive leadership. Skilled in managing complex projects, navigating ambiguity, and fostering relationships to execute high-stakes initiatives. Thrives in fast-paced environments with a focus on delivering clear, actionable insights. Expertise includes:

Strategic Partnerships | Executive Management Reporting | Business Development | Consultative Sales | Strategic Planning | Conflict Resolution | Product Delivery | Client Relationship Management | Process Improvement | Analytical & Negotiation Skills | Presentation Skills |

EXPERIENCE

Teachers Insurance Annuity Association (TIAA) | Denver, CO

Senior Manager, Business Transformation - Advisory | 2023 - August 2024

A key advisory partner engaged in strategic initiatives and brokered cross-enterprise relationships engaged in sales process, product launches, and process improvement.

- Collaboratively advised the launch of a new retirement investment product, expanding the company's market share into the 401(k) space.
- Implemented effective practice management strategies, resulting in enhanced product training solutions that boosted employee engagement by 85%.
- Delivered executive summaries that enabled leadership to make data-driven decisions, resulting in a 10% faster project approval rate.
- Successfully implemented roadmapping techniques leading to timely delivery of project deliverables.
- Demonstrated unwavering commitment to confidentiality and sensitive data security, protecting company information and project documentation while adhering to strict non-disclosure agreements.

Onboarding Manager III (Director) | 2014 - 2023

Successfully led 400+ retirement plan implementations for academic and healthcare institutions (B2B), including transitioning over $6B in retirement plan assets from competing retirement providers. Directly onboarded 30 institutional clients to TIAA's recordkeeping system, installing retirement plan features, administrative services (SaaS), and operational performance agreements. Recognized as a key director in leading initiatives for the firm's top 200 enterprise clients.

- Partnered with institutional sales and relationship teams as an implementation subject matter expert, resulting in net new client wins in the top rank of the organization.
- Utilized business insights and execution, resulting in a 95% client satisfaction rate.

- Managed cross-functional teams across various business areas, showcasing strong adaptable leadership style.
- Created effective online training modules in collaboration with corporate Learning and Development teams, leading to a 95% customer service client satisfaction score for participant interactions.
- Demonstrated problem-solving skills to overcome complex challenges reducing client-facing and operational risks by 98%.
- Completed weekly client reporting to communicate project updates, proactively identify risks, and fostered trusted client relationships for the firm through weekly engagement.
- Achieved an outstanding average client satisfaction score of 9.7 out of 10, indicating a consistent commitment to delivering high-quality customer experience.
- Proven track record to execute products and services with a 100% error free as proven with zero percent post go-live remediation efforts.

Registered Replacement Specialist | 2012 - 2014

- Ensured 100% adherence to FINRA and state insurance regulations by analyzing 50% of sales activities, documentation, and conversations, conducted by registered representatives.
- Delivered quarterly training to registered client-facing representatives to reinforce adherence procedures and best practices.
- Identified and addressed non-compliant sales practices, safeguarding the firm from potential monetary penalties, resulting in uncovering one case that led to disciplinary action.

ADDITIONAL EXPERIENCE

TIAA | Denver, CO
Beneficiary Relationship Manager
Registered Client-facing Support
Financial Consultant

Sentry Insurance |Denver, CO
Insurance Agent

American Family Insurance |Denver, CO
Licensed Client Service Representative

TECHNICAL SKILLS

Microsoft Office Products, particularly Powerpoint
Sharepoint
Salesforce

LICENSES

FINRA Series 6 and 63
Licensed Insurance Producer for Life Insurance and Variable products – Colorado

EDUCATION

Regis University | Denver, CO
Master of Business Administration, Specialization in Strategic Management

Metropolitan State University | Denver, CO
Bachelor of Arts Communication

Dear Members of the Littleton City Council,

I am writing to address the additional questions related to my candidacy for the Littleton City Council. I appreciate this opportunity to share my perspectives and values as they relate to serving our vibrant community.

What is your favorite thing about Littleton?
Littleton's charm lies in its well-rounded appeal. From its thriving downtown area to its excellent schools, welcoming community, and beautiful parks, Littleton has it all. However, what stands out most to me is the city's outdoor recreational opportunities and its partnerships with neighboring communities to expand recreational spaces. This collaboration speaks to the city's commitment to enhancing residents' quality of life, and I am proud to call Littleton home.

What is one thing you would like to change about the City of Littleton?
While Littleton excels in many areas, I believe there is an opportunity to further improve motor vehicle safety and reduce crime rates. Promoting greater community involvement in maintaining a safer city is key to achieving these goals. By strengthening partnerships between the city and its residents, we can build an even safer and more connected community. These initiatives would not only enhance public safety but also reinforce Littleton's reputation as an outstanding place to live and work.

How do you see yourself fitting in with the current city council?
My skills as a strategic leader and trusted partner to executive leaders in the private sector have equipped me to contribute meaningfully to the City Council. I bring over 20 years of experience in strategic business management, cross-functional collaboration, and delivering impactful results. My professional background has prepared me to analyze complex issues, build consensus, and drive strategic initiatives—qualities that align with the council's mission to serve Littleton's residents effectively.

I am deeply committed to contributing my expertise and energy to Littleton's continued success. Thank you for considering my responses. I welcome the opportunity to further discuss my candidacy and vision for our community.

Sincerely,
Chris Pertelesi

Joshua M. Stewart
[redacted]

Littleton City Council
2255 W Berry Ave
Littleton, CO 80120

Dear Members of the City Council,

Littleton is where my family and I have found our home, and it's a place we deeply love. I am applying to serve on the City Council because I want to ensure that the generations growing up here today—our current children—have the opportunity to thrive in a city that puts their safety, opportunities, and well-being first.

As a father raising a family here, I experience Littleton through the lens of day-to-day life. From walking my kids to school to coaching youth sports, I see firsthand what makes this community strong and where it can grow stronger. Littleton is a great place to raise a family, and to truly live up to that promise, it must be more than a place where people come with kids and leave when they are grown. A great family city embraces its residents from life's beginnings to its final chapters. It's a place where children can be born in our hospitals, go to our schools, find a home and meaningful employment, and start their own families while staying close to grandparents. It's a city that welcomes generations to grow, thrive, and repeat the cycle of community and connection.

While my passion for mobility is newly spurred by the tragic loss of my son, my care for Littleton—the city, its community, and its governance—has always been a part of who I am. I am not seeking this role to tackle just one issue; my desire to serve stems from a broader commitment to our shared future. The truth is, I would have eventually found myself pursuing this opportunity, but this tragedy became the impetus to act now and contribute meaningfully to the city I love.

I bring over 20 years of leadership and decision-making experience to this role. As the owner of a successful smart home solutions company, I not only led my own business but also supported others in the industry to grow and thrive. I have always believed that strong competitors elevate the field, and I have actively shared my expertise to help others succeed, enhancing our collective reputation. As the president of the Liam Memorial Fund, I collaborate with stakeholders to promote safer and more inclusive infrastructure. In my role as PTO President, I streamlined technology and finances to create equitable access for all families. My time as a Scouting Leader and Destination Imagination Manager has taught me the value of mentorship, creative problem-solving, and fostering teamwork. Additionally, I served on the advisory board for the Rocky Mountain Micro Finance Institute, where I supported small businesses and economic resilience, and I have worked with the Executive Forum to manage their executive speaker series and leadership development initiatives for businesses throughout Colorado.

These experiences have prepared me to contribute thoughtfully to the council. I am accustomed to handling complex deliberations, balancing diverse needs, and making decisions that benefit both the present and the future. I am fully committed to attending all meetings, workshops, and retreats, and I am eager to serve as a liaison to city-appointed boards and commissions. I understand the time commitment required—10 to 20 hours per week—and I am ready to dedicate myself fully to this role.

Thank you for considering my application. I look forward to bringing my passion, experience, and vision to the council to help Littleton grow as a strong, connected community for all generations.

Sincerely,



Joshua M. Stewart
[redacted]

Professional Summary

Versatile leader and advocate with extensive experience in family management, community engagement, and business ownership. Known for fostering inclusivity, streamlining processes, and driving impactful initiatives that create equitable opportunities and sustainable growth. Passionate about collaboration, lifelong learning, and building stronger, safer communities for future generations.

Education

- Lifelong learning advocate with a commitment to personal and professional development.
- Currently enrolled at University of the People, pursuing coursework to challenge thinking and stay academically engaged.
- Alumni of Leadership Development programs with the Denver Metro Chamber of Commerce (Leadership Foundation and Impact Denver Program).
- Proud student from Adams 12 Five Stars Schools.

Professional Experience

Primary Caregiver and Family Manager

- Manage all aspects of family care, including scheduling, appointments, meal planning, and supporting children's development and academic success.
- Balance responsibilities at home while actively engaging in volunteer roles within the community and running a business.

Veracious Volunteer

- PTO President:
    - Cultivated a culture where every child and family feels included, regardless of financial contributions, ensuring fair access to resources and activities.
    - Streamlined organizational technology by implementing an integrated software system, consolidating communication, fundraising, bookkeeping, and website functions, significantly reducing overhead and increasing parent's ability to volunteer.
    - Reinforced organizational structure by reintroducing bylaws, bringing order to meetings, and increasing accountability while fostering an environment where volunteers feel empowered, creative, and proud of their contributions.

- Boy Scout Leader:
    - Fostered a positive and inclusive environment where scouts feel supported in achieving their goals and contributing to their communities.
    - Organized and led activities, outings, and educational sessions that emphasize teamwork, resilience, and responsibility.
- Destination Imagination Manager:
    - Managed and developed multiple teams over nine years, collaborating with parents to create a large scale program in Littleton.
    - Mentored and guided students to foster creativity, teamwork, and problem-solving.
- Youth Sports Coach:
    - Served as a perpetual coach for various sports, emphasizing teamwork, resilience, and fun.

Advisory Board Member, Rocky Mountain Micro Finance Institute (RMMFI)

- Contributed to strategic initiatives supporting small businesses and their owners.
- Provided guidance on programs aimed at increasing economic resilience and growth in the community.

Strategic Development Partner, Executive Forum

- Organized monthly in-depth speaker series for corporate executives and business leaders, attracting 300-500 participants.
- Collaborated with organizations to implement impactful company-wide training initiatives to foster effective communication and organizational change.

Smart Home Business Owner, Lyceum Company

- Founded and operated a smart home solutions company, delivering reliable, cost-effective systems tailored to diverse client needs.
- Developed efficient, scalable processes that balanced affordability with quality, ensuring consistent and dependable service across all projects.
- Built trust with clients through clear communication, transparent quotes, and detailed contracts, maintaining a thorough documentation process that promoted clarity and comfort.

Advocate for Safe Communities

- Board President for the Liam Memorial Fund, dedicated to ensuring every child's fundamental right to travel to school safely and independently.
- Advocated for safe, inclusive street designs that promote freedom of mobility. Collaborated with local officials, media, and nationwide groups to advance pedestrian and bike infrastructure, supporting affordable living, increased density, and sustainable economic growth for a thriving, resilient community.

Joshua M. Stewart
[redacted]

What is your favorite thing about Littleton?

My family and I were drawn to Littleton because of its big, lumbering trees that create an idyllic canopy of shade. These trees give the city a sense of history and establishment—something you want to be a part of. We love the small-town feel, where everything feels close, even when it isn't. Downtown, though nearly three miles from our house, feels like it's just a walk away.

Our home is near the elementary, middle, and high schools that our children attend, and our block is filled with people in all stages of life, making it feel like an extension of family. Littleton has a unique culture where people aren't trying to prove they're the best but instead want to help you be the best version of yourself. It truly is a "big little town."

What is one thing you would like to change about the City of Littleton?

I believe mobility is at the heart of a strong and thriving city. Mobility freedom ensures dignity and independence, allowing people to navigate their community at every stage of life—whether as children biking to a friend's house, parents pushing strollers to the park, or older adults using walkers to get to the store.

Unfortunately, our neighborhoods feel disconnected by streets that have been redesigned over the last 30 years to prioritize the convenience of cut-through traffic for drivers from surrounding areas. This has come at the expense of safety and accessibility for those walking, biking, or using mobility aids. While Littleton has a fantastic trail system that connects destinations, it doesn't connect homes to homes or homes to businesses.

Improving mobility creates opportunities for affordable housing and retirement living by reducing reliance on cars. A city with safe and accessible mobility options allows people to live closer to work, schools, essential services, and commerce making Littleton a more inclusive and affordable place to call home.

We need to reclaim our streets to foster connection and safety, ensuring children can walk or bike to school, visit friends, and access parks without relying on a car. Prioritizing safe and inclusive streets will help Littleton maintain its small-town charm, encourage local engagement, and create a stronger, more connected community for future generations.

How do you see yourself fitting in with this current city council?

I have great respect for the members of our city council and their leadership. I see myself fitting in as someone eager to grow through this experience while representing my community, my neighbors, and those who don't yet have a voice - our kids. I want to contribute by asking thoughtful questions that consider not only what is good for Littleton now but how our decisions will shape its history and identity for generations to come.

I understand that much of our work revolves around budgets, meeting a diversity of people's needs, and laying the foundation for Littleton's future. These are challenges I thrive on. I enjoy talking through ideas and concepts, value collaboration, and remain open to new information that can shape my perspective. I believe this approach aligns well with the thoughtful, solution-oriented culture of the council.

As an appointed member, it is also essential to consider how I fit with the citizens of Littleton. Everyone else on council has been elected, and I believe it's vital to choose someone the community would love and support if this were an election. I feel deeply connected to my community and am confident I would be that choice for them.

Dear Members of Littleton City Council,

My name is Maureen Whalen and I am excited at the opportunity to serve our community as a member of the Littleton City Council. I have been a resident of Littleton for over 16 years and look forward to many more years living in a city that promotes health, accessibility, thriving local businesses and inclusivity.

As an Occupational Therapist, I strive to promote universal design, which includes making environments and services accessible to people of all abilities and ages. I am continually learning that policies and systems that are created at a local level can have a significant impact and that is the motivation for my application for this position. Occupational Therapists listen to a client's concerns or problems and work with them to problem solve, modify and adapt situations to help people live their best lives. This skill set will be an asset to community members who want a city council that continues to listen and collaborate for an improved quality of life.

My community involvement in Littleton started with the school system. Participation with parent teacher organizations, accountability committees, and fundraising committees have provided opportunities for decision making not only with funding, but also with data analysis and strategies that promote the most current evidence based practice to ensure the students have strong opportunities to advance their education.

Participation with local government outreach and finance committees have expanded my knowledge and experience in increasing access to information to the community, with the added benefit of interaction and understanding of positions in local government.

I am currently employed as an Occupational Therapist with an emphasis on geriatric care in the Littleton area. I work three days per week and this position does not require any additional travel, which makes my work schedule an ideal fit for the requirements listed for a member of the council.

I believe the perspective of a healthcare professional, a working parent, and a family member with children enrolled in the community school system is a valuable resource for the city council. My listening skills in combination with my motivation to promote a vibrant city will be a strong addition to the current council.

I was drawn to my neighborhood in Littleton because I could easily walk to stores, restaurants, parks, the library and to public transit. Watching my 16 year old enjoy the freedom of walking to her first job and seeing her pride in being a 'local' employee confirms that this is the right spot for our family.

One change in Littleton that I would like to continue to support is more access for people who work in Littleton (teachers, healthcare employees, restaurant employees, etc) to be able to afford to live in Littleton. I was so fortunate to move here 16 years ago and be able to afford housing as a young professional. If I can positively impact similar opportunities for others, I will feel that I have helped the future of Littleton.

Thank you for your time and I look forward to hearing from you.

Sincerely,
Maureen Whalen

MAUREEN THERESA WHALEN, MSOTR

[redacted]

OBJECTIVE:

To utilize my professional, interpersonal and communication skills to obtain the position of CIty Council member for the City of Littleton. Resident of Littleton, Colorado since May of 2008.

EDUCATION:

M.S. in Occupational Therapy from Colorado State University

B.A. in Biology from the University of Arkansas

EXPERIENCE:

Occupational Therapist at Wind Crest June 2013 - Present

Out-Patient, Assisted-Living, Memory Care, Sub-Acute and Long Term Care Settings

Created role for Occupational Therapy in out-patient clinics, implementing community mobility and path-finding programs, cognitive and executive function assessments and strategies for clients to maximize their independence in their desired setting. Assisted with transitions through a continuum of care while maintaining client-centered focus.

Instructor at National American University January 2013 - November 2013

Occupational Therapy Assistant Program

Created and expanded curriculum for Kinesiology and Occupational Therapy courses for the OTA program. Provided instruction in class and lab settings, integrating academic guidelines with real-life experience in health care settings to ensure that knowledge was effectively applied to practical challenges, leading to improved patient outcomes and quality care delivery.

Occupational Therapist at Life Care Center of Littleton May 2006 – May 2013

Sub-Acute Care Rehabilitation Unit

Occupation Therapist (PRN) at Julia Temple Healthcare Center March 2009 – March 2011

Alzheimer's/Dementia Unit

Occupational Therapist at Swedish Medical Center February 2005 – September 2006

Acute Care and Acute Rehabilitation Units

BOARDS AND COMMITTEES:

Moody Elementary Accountability Committee 2016 - 2018; Moody Elementary PTO 2016-2020; Littleton Academy Accountability Committee 2021-2022; HD-38 Ortiz Finance Committee 2022; HD-38 Ortiz Outreach Committee 2021-2022; Runyon Elementary Fundraising Committee 2023- Present

HONORS AND ACTIVITIES:

Graceful Cafe Volunteer; League of Women Voters Member 2021; Volunteer and Ambassador, Project Angel Heart May 2011 – 2014; Recipient, Life Care Center of Littleton Whatever It Takes Award 2011 and 2007.

Kelly Kordes Anton
[redacted]

Date: Friday, Dec. 6, 2024

To: Littleton City Council care of City Clerk Colleen Norton at CCCN@littletongov.org

From: Kelly Kordes Anton

Regarding: Applying for City Council Vacancy

I am writing to express interest in being appointed to the upcoming vacant at-large council seat on the Littleton City Council. After years of service on local boards and volunteering for healthcare and sports organizations, I'm interested in being more directly involved in protecting and improving the quality of life in the City of Littleton. This is an exciting time in the City with the new focus on tourism, the support for arts organizations, new developments, and the transformation of downtown. I believe my strong understanding of the history of Littleton, the needs and wants of current residents, and the purpose and limitations of municipal government make me an ideal candidate to help guide the future of Littleton.

Community Experience

While raising children in Littleton and working in communications, I made it a priority to contribute to the community I love. In nearly 20 years of service on various organizations, I have missed only a handful of meetings.

- *Friends of the Littleton Library & Museum, Director, 2016–Present.* Working to refocus the organization on its mission to provide financial and volunteer support for library and museum programming. This requires the Friends to let go of events not related to the mission and focus on fundraising and volunteer recruitment. Spearheaded budget discussions to better use the Friends endowment and income to provide more services to the community through the library and museum.
- *Littleton Museum, Board Member, 2007–2016 (Term Limited).* Involved in decision making regarding the name change to Littleton Museum, a 40th anniversary celebration, and de-accessioning items in the collection. Drafted and revised a policy on naming parks and landmarks at the direction of City Council.
- *Architectural Selection Committee for the Expansion and Remodel of the Littleton Museum (née Littleton Historical Museum), Spring 2002.* Reviewed architectural proposals and renderings, interviewed firms, and voted on the selection for a significant expansion of the museum.
- *VisitLittleton.org, Copywriter, January–June, 2023.* Helped outline the new website, reviewed keywords for searching, developed criteria for inclusion, researched businesses, wrote descriptions, and selected images. Involved in review meetings prior to final launch.

- *Cultural and Arts Partners (CAP) & Focus Groups, Ongoing.* Involved in the various iterations of CAP to help the various arts organizations promote each other. Served on museum focus groups for the revamp of the history gallery.
- *Town of Columbine Valley, Communications Coordinator, April 2023–Present.* Work with the Town Administrator and Mayor to plan and execute all communications, including print, email, mail, website, and NextDoor; advise on communications strategy; and support events.
- *City of Westminster 100th Anniversary Book, Co-Author and Graphic Designer, 2010–2011.* Worked with a committee and co-author to understand the past and present of a city that is similar to Littleton (a farm town not a suburb). Interviewed civic leaders and residents, reviewed historical society materials, and explored the community, learning a great deal about home rule, annexation, and water rights along the way. Wrote half the book, managed the review process, and designed the book to reflect the city's agricultural past and high-tech present.
- *Talbots, Aspen Grove, Sales Associate, 2015–Present.* Although this part-time job is not a board or civic organization, it puts me in constant contact with residents of Littleton and the surrounding communities. Shoppers are happy to share their thoughts on everything—bag fees, local restaurants, development, traffic, sales tax, and more. These conversations provide insight into what they care about, where they get information, what is not clear to them, and what they simply get wrong.
- *Heritage Hockey Booster Club, President, 2012–2014.* Revived the struggling booster club and helped promote the team and high school hockey. Developed and launched the fundraising program; recruited board members, coaches, and players; planned and executed meetings and events. The booster club and team are still going strong.
- *Littleton Hockey 50th Anniversary Committee, Chair, 2012–2013.* Spearheaded the efforts to celebrate 50 years of hockey in the south suburbs with a logo, swag, hall of fame launch, events with the Avalanche and minor league teams, and a large party with a band, beer, and activities.
- *Ralph Moody Elementary PTO, 2001–2013.* Developed and implemented a marketing plan to increase enrollment. The plan included a new brochure, logo, swag, T-shirts for all the kids, and an improved kindergarten open house. In the target years, kindergarten registrations did increase.

Availability. My schedule is very flexible to ensure that I can attend the meetings of any organization to which I am committed. I am eager to get more involved in the City in any capacity.

Change. The one thing I would like to change about the City of Littleton is the residents' severe resistance to change. I believe this could be solved with communications that are clearer, more concise, and more benefits focused. The City tends to overcommunicate rather than take an "elevator speech" approach that would quickly explain a project. A poor understanding of development projects seems to result in knee-jerk reactions about traffic, parking, and mountain views. I think shorter and clearer explanations of projects would help.

My Favorite Thing. My favorite thing about Littleton is that it is not a bland suburb of Denver. Thanks to its farm town roots, more diverse population, and variety of housing options, Littleton just feels *real* in a way that a master-planned community never will. I've spent most of my life in unincorporated Littleton and the City of Littleton with Littleton Public Schools, Stern Park, Downtown Littleton, Woodlawn, Crestwood turned Cherry Cricket, the Ice Ranch, and Aspen Grove at the center of my life.

(I attended Lewis Ames Elementary, Isaac Newton Junior High, Arapahoe High School, and Arapahoe Community College before graduating from a liberal arts college. Our two boys, 22 and 28, attended Ralph Moody Elementary, Euclid Middle School, and Heritage High School.) Things have changed so much over the years—almost always for the better—but the authenticity remains.

Fitting in with the Current City Council. Because of my experience with municipalities and local boards, I believe I can hit the ground running. My usual strategy is to read as much background information as possible, meet with each leader individually to understand their views and stakeholders, and then observe for a short time. Once I understand a situation—including both impressions of a situation and the data—I start looking for ways I can make improvements. I am rarely the loudest person in the room but I believe I am well-informed and often the most open to change.

I look forward to discussing this opportunity with the City Council!

Thank You,



Kelly Kordes Anton



Kelly Kordes Anton

[redacted]

Professional communicator with extensive experience in developing compelling and strategic communications that reach employees, consumers, community residents, and other stakeholders through targeted digital/print media, live/virtual interactions, and events.

Professional Experience

Communications Consultant

Self-Employed, 1997–2016, 2020–present

- End-to-end communications services including strategy, planning, writing, copyediting, proofreading, page layout, and project management
- Projects include town communications, corporate communications, video scripts, speeches, websites, social media, press releases, blogs, magazines, newsletters, books, and software training
- Current clients: Town of Columbine Valley (Communications Coordinator), City of Littleton (VisitLittleton.org original draft, museum exhibit editing), City and County of Denver, Molson Coors, Xybix Systems (911 desks), MindEdge Continuing Education (Lean Six Sigma), and Pearson Education
- Former clients: *5280 Magazine, Colorado Expression Magazine,* Westcliffe Publishers, Colorado Avalanche, Parkinson Association of the Rockies, and National Endowment for Financial Education

Program Coordinator

Volunteers of America–Meals on Wheels, July 2020–June 2021

- Assist with communications, logistics, and recordkeeping to ensure that 2,000 seniors received hot or frozen meals each day

Communications Manager

Molson Coors, March 2018–June 2020 (due to reorg)

- Developed communications for supply chain chief officer and brewery vice presidents, including email, live and virtual meetings, and video
- Handled media on campus and assisted with PR crises and emergencies, including Covid, a workplace shooting, and "corngate" (Bud Light Super Bowl commercial targeting Coors Light for corn syrup)
- Developed and executed internal communications strategy for the U.S. and Canada
- Drove communications to employees on campus, in remote offices and on 24/7 shifts
- Wrote articles, blogs, and newsletters to advance sales strategy and honor legacy
- Developed and led memorable meetings and corporate events to enhance engagement, diversity and inclusion and, ultimately, sales

Change & Communications Specialist

Molson Coors/MillerCoors, August 2016–March 2018

- Led communications for significant SAP upgrade at breweries throughout the U.S.
- Encouraged sustainable change through a creative mix of digital, print, and live communications

Senior Technical Writer & Project Leader
Quark, Inc., Denver, Colorado, 1992–1997

Communications Manager
Various National Nonprofit Associations, 1990–1992

Skills

Design & Layout: Adobe Creative Cloud: InDesign, Photoshop and Illustrator

- Co-author of annual *InDesign Classroom in a Book* official training (13 editions to date)

Editorial & Presentation: Microsoft Office (Word, Outlook, Excel, PowerPoint), Teams, Teams Live, Vimeo, Adobe Acrobat Pro

Collaboration: SharePoint, OneDrive, Dropbox, Google Docs, ClickUp

Social Media: Campaign Monitor, Constant Contact, MailChimp, WordPress, Facebook, Twitter, Instagram

Style Guides & Standards

Associated Press Stylebook

The New York Times Manual of Style and Usage • Chicago Manual of Style

Modern Language Association (MLA) • American Psychological Association (APA)

Food Lover's Companion • Wine Lover's Companion

ADA Accessible Design • Person-First Language

Community Support

Friends of the Littleton Library & Museum: Director, 2016–Present

Littleton Historical Museum: Board Member, 2007–2016 (Term Limited)

Performance Now Theatre Company: Fundraising Committee, 2024–Present

American Foundation for Suicide Prevention: Event Volunteer Coordinator, 2024–Present

Parkinson Association of the Rockies: Event Volunteer Coordinator, 2014–2024

Morgan Adams Foundation for Pediatric Cancer Research: Event Volunteer, 2000–Present

Freedom Service Dogs: Weekend Foster Family, Dog Walker, 2010–2015

Denver Woman's Press Club: Friends List Chair, 2005–2015

Colorado Thunderbirds AAA Hockey League: Chair of $40K Fundraiser, 2014

Heritage High School Ice Hockey Booster Club: President, 2012–2014

Littleton Hockey Association: 50th Anniversary Event Chair, 2012–2013; Hall of Fame Creation

Education

Bachelor of Arts, cum laude, 1989

Ripon College, Ripon, Wisconsin

Double Major: English and History, Minor: Art History

Lyssa Zawalski
[redacted]

December 5, 2024

To the City Council of Littleton:

I am honored to be considered for the city council member position open for Littleton in 2025. I have lived in Littleton since 2019, and I was raised in Ken Caryl for most of my life. I am passionate about my community and interested in getting involved. This has been, currently is, and will continue to be my home.

I want to serve on Littleton City Council because, as I grow, I better understand how imperative it is to get involved in your community spaces. As a mom to a 6 year old, a former teacher, and current doula, I see how impactful it is to have an intentional space to live. Littleton is an incredibly unique city. We have diverse communities, access to outdoor spaces, resources curated for community members with varying identities, etc. Littleton is already taking progressive strides to make our spaces inclusive, safe, and accessible; I want to be a part of the team that helps further that mission.

As you will see on my resume, I have had many careers that included innumerable leadership opportunities. As a teacher, I was a leader of my classroom, at times serving over 150 students per day. I ran extracurricular programs including Student Council. I also facilitated teacher groups on how to make our classrooms more project based. As a Product Manager, I owned the entire backend communications team and facilitated collaborations with both internal stakeholders (ex: the Marketing department) and external stakeholders (ex: outside CRM company). I lead our largest initiative, transitioning from our old CRM to a new one, in less time than expected without sacrificing data accuracy and customer experience. And finally, as a doula, I am running my own business in our community. I work directly with families and parents at their most tender times, and ensure that I am well connected to local providers in order to establish a network of care. I have also created a South of Denver Birth Workers group that I lead monthly..

Because I run my own business, I am available to modify my schedule as needed to attend regular and specialty council meetings and workshops. I look forward to learning more about the city council appointed boards and commissions to see where my skill set is most needed.

Through my professional and personal identities, I have learned to work from a person-first space. I feel that mindset is necessary for a city council member. We are afforded an opportunity to live in a remarkable town, with citizens who are excited by our local government and what we can do. By leading with the notion that, no matter what, people come first, I expect to be an effective, compassionate, and determined member of the city council, given the opportunity.

I appreciate you taking the time to review my materials and look forward to hearing more about next steps.

With Warmth,

Lyssa Zawalski

LYSSA ZAWALSKI

Product Manager

BASIC INFO

[redacted]

Resident of Littleton since 2019

EDUCATION

MPA, UMass Global, 2020-2021, partially complete

MSW, UH Manoa, 2017-2018, partially complete

B.S.Ed in Secondary Ed, Loyola University, 2006-2010

B.A in English, Loyola University, 2006-2010

EXPERIENCE

Postpartum Doula, Nook Postpartum Doula Services, May 2024 - Present

Support parents during birth-12 week postpartum period by providing evidence based education and in-home care to birthing people and families

Product Manager, Guild Education, March 2023 - May 2024

Expanded the product influence for our Member Communications squad by successfully supporting Guild's transition to a new Marketing Tool while managing data infrastructure and compliance for backend communication systems.

Associate Product Manager, Guild Education, October 2021- March 2023

Led product support for our Member Communications squad, focused on driving compliance and communications continuity B2C.

Senior Student Success Coach, Guild Education, April 2021-October 2021

Managed a caseload of 100-400 adult students navigating their

pursuit of higher education while working. Provided internal professional development and mentorship to other Student Success Coaches.

Student Success Coach, Guild Education, February 2020-April 2021

Managed a caseload of 100-400 adult students navigating their pursuit of higher education while working. Provided internal professional development and mentorship to other Student Success Coaches.

Social Work Intern, Queen's Medical Center, 2017-2018

Supported partial in-patient program for adults with dual-diagnosis and youth with dual-diagnosis.

Middle and High School Teacher, Various Schools, 2012-2017

Built and implemented various curriculum formats (including PBL) for grades ranging from 7-12. Acted as faculty supervisor for a variety of extracurricular activities (ex: Student Council). Supported professional development at teacher institutes regarding PBL implementation

KEY SKILLS

Newborn Care Specialist
Cross Functional Communication
Team/Culture Building
Research/Data Driven Analysis
Collaborative and Cross-Functional Work
Public Speaking
Customer Support and Success
Coaching
Curriculum Building

Lyssa Zawalski
[redacted]

December 5, 2024

Responses to Questions

What is your favorite thing about Littleton?

My husband was in the Marine Corps which means we moved quite a bit. I have been immersed in communities throughout our country, and very few have compared to how it feels living in Littleton. This is because Littleton has a true sense of community. We have open spaces that are accessible to many whether they be paved or gravel, beginner or expert level, close to the town or in the open space. It is clear that our town understands that access to the outdoors is instrumental in building strong community members who are healthy. We also have several events in our downtown area that bring people from all over together. We usher in the holidays with a candlelight walk, host Final Fridays, hold our new Pride events. We value small businesses that cater to a multi-faceted population, and try to make everyone feel welcome. We have excellent schools that create vibrant places of growth for our young people. We are building safer school routes and bike paths. We have community centers that support the diverse and growing needs of our neighbors.

In short, we live in a city that, while large, functions like a small town. People are happy here because Littleton is constantly re-inventing itself to cater to our residents. I am very proud to live in Littleton and want to continue to foster our tight-knit bonds.

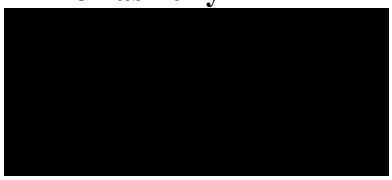
What is one thing you would like to change about the City of Littleton?

I have a few ideas of what we can do to improve Littleton, and my biggest is making Littleton more accessible. It is very expensive to exist these days, made even more challenging with a family. Rent is far too high and home prices are increasing regularly. The concept of a family is shifting and has become more inclusive of a variety of family structures. Littleton has a lot of single family housing, curated for the traditional, nuclear family. But, that is not how our world is shifting. We need more diverse housing options with affordable rent. We need homes that are available to families with varying income levels. People live in Littleton because it isn't a gated community. People live in Littleton because it truly feels like home. We risk that if we do not push ourselves to get creative and find more ways to provide accessible, affordable housing.

How do you see yourself fitting in with this current city council?

I feel I would be an excellent addition to the current city council. I see many of the members are involved in specialty groups that also capture my interest (Littleton Public Schools committees, transportation and mobility, arts and culture, SMHO, Highline canal and outdoor spaces committees) which would provide for a good intersection. I also notice that I would be the only council member working directly with birthing people and their families during postpartum which provides me a window into what young community members are needing in a city council. I have also had careers in business, education, social work, and public service, providing me with a multi-dimensional perspective on issues that the council may be facing.

Thomas Tully



I moved to Littleton in January 2022.

I hold a Bachelor of Science degree in Business Administration with a focus on Health Care Administration.

For over 12 years, I have worked in Product Management, where I have successfully managed multiple teams, collaborated with stakeholders, and achieved significant goals related to both new and existing products. My experience demonstrates a strong ability to lead, strategize, and deliver results in complex, fast-paced environments.

Dear Members of the Littleton City Council,

I am writing to express my interest in serving on the Littleton City Council. Having moved to Littleton a few years ago, I have fallen in love with our vibrant community. Living just a few blocks from downtown, I cherish the small-town charm that coexists so seamlessly with the accessibility and energy of the Denver metropolitan area. It would be an honor to contribute my experience and skillset toward serving the community that has quickly become my home.

While I have not yet had the privilege of serving on a formal board, committee, or commission, I bring extensive leadership experience to the table. Throughout my career, I have excelled in fostering collaboration among diverse stakeholders, aligning priorities, and driving collective action toward common goals. These skills are critical for effective decision-making and would serve me well in the deliberative and collaborative environment of the City Council.

Regarding my availability, I am fully prepared to dedicate the time necessary to fulfill the responsibilities of a City Council member. I am available to attend regular and special City Council meetings, workshops, liaison activities with other boards, ceremonial events, and retreats as needed. I am committed to providing active and thoughtful participation in all council-related duties.

My Favorite Thing About Littleton and What I Would Change

My favorite thing about Littleton is its incredible sense of community. When we moved into our home a few years ago, we were warmly welcomed by neighbors stopping by to introduce themselves—a gesture that truly embodied the spirit of this city. I've always dreamed of living in a place with a strong, connected community, and Littleton has fulfilled that dream.

This city offers so much to love: the vibrant events that bring people together, the fantastic local restaurants where I can connect with friends, the easily accessible walking trails, and the historic charm

of downtown. Every aspect of Littleton contributes to its unique character and makes it a wonderful place to call home.

If I could change one thing about Littleton, it would be to further invest in downtown development and community events. By enhancing the vibrancy of our downtown area, we can strengthen its role as the heart of the city while preserving its historic charm.

Serving as a Council Member

As a member of the Littleton City Council, I believe I could bring fresh perspectives and creative ideas to help grow our city while maintaining its amazing ethos and reputation. While I do not have formal experience in local government, my passion for Littleton, combined with a deep commitment to building on its already outstanding leadership, makes me a strong candidate for this position.

Thank you for considering my application. I am eager to serve the residents of Littleton and to help shape the future of our beloved city. Please let me know if there is any additional information I can provide. I look forward to the opportunity to contribute to the continued growth and success of Littleton.

Sincerely,

Thomas (Tommy) Tully

12/6/2024



TOMMY TULLY

Product Leader

[redacted]

SKILLS

Leadership Skills:

- Strategic Planning
- Product Roadmap Management
- Customer Engagement
- Team Management
- Stakeholder Management
- Prioritization Management
- Continuous Process Improvement

EDUCATION

Bachelor of Science in Health Care Administration
Saint Leo University
Saint Leo, FL

Certified Scrum Master
Scrum Alliance

PROFILE

I am passionate about customer-driven product development. With over 12 years of product experience, I have developed a skillset that spans multiple industries, several continents and multiple methodologies. I have created successful processes and systems that, while being unique to each company and environment, establish efficient, common-sense practices to drive high-quality products that are both impactful to the customers and profitable to the business.

PRODUCT PHILOSOPHY

I believe that product requirements should be customer driven.

Products should always solve a customer need or address a pain point. Consistent customer engagement throughout the product development life cycle ensures that the customer needs are central to any product development efforts and help to fend off any internal bias that could be introduced by internal structures or biases.

Prioritization is the operational mandate that ensures that products are evaluated for effectiveness, feasibility, profitability and alignment with corporate goals. Prioritization can be evaluated in many ways, but there are three major factors that should be measured when prioritizing projects related to product development = Customer Benefits, Business Value and Level of Effort. Resources are always stretched thin and continuously evaluating project priorities is paramount in business success.

Purposeful evaluation of internal processes, product success or failure and business goals is an essential part of product management. It is critical that teams take the time throughout the product life cycle to evaluate processes, customer satisfaction, business goals and objectives, technical debt and staff morale in order to ensure that the systems are in place to make the best products possible.



TOMMY TULLY

Product Leader

PRODUCT EXPERIENCE

Senior Product Manager

Alliance Laundry Systems, Ripon, WI : 2023-2024

- Developed and managed global digital products across NA, EU and Asia
- Mobile and Web solutions focused on laundry operations management
- Highly engaged with customers and end users
- Launched mobile app reaching over 10,000 users in first quarter

Director of Product Management

Recolorado, Denver, CO: 2022-2023

- Developed strategic product roadmap and business goals
- Managed product team and agile software development team
- Introduced UX testing to software development life cycle
- Introduced KPIs and product evaluation and prioritization processes

Senior Product Manager, Commercial Products

Charter Communications, Denver, CO: 2020-2022

- Managed lifecycle of SMB products including launch of backup product
- Increased internet attach rate by over 200% over previous quarters
- Enhanced internal and external vendor relationships
- Implemented automated processes to improve product performance

Senior Technical Product Manager

FiarWarning Clearwater, FL : 2019-2020

- Introduced Agile / Scrum methodologies to a development-led company
- Established customer advisory board to enhance software quality
- Launched new drug diversion product projected to produce 10% of ARR
- Developed and maintained product roadmap for all product lines

Senior Product Manager

IQVIA, Tampa, FL : 2018-2019

- Introduced customer advisory board for quality management software
- Translated industry regulations from US/EU into product requirements
- Built new product backlog structure and assisted with streamlining SDLC
- Trained business units on concepts of agile software development

Senior Product Owner

PODS Moving and Storage, Clearwater, FL : 2016-2018

- Organized and lead Software Dev / QA teams as PO / Scrum Master
- Developed user stories and managed backlog, led sprints and releases
- Introduced project prioritization structure with senior leadership
- Managed largest technical infrastructure in organization

Product Manager

Bright House Networks, Clearwater, FL : 2012-2016

- Developed and launched managed IT product for >100,000 customers
- Increased average SMB customer revenue by 300% with new product
- Coordinated with key stakeholders using ITIL Foundations model
- Successfully launched products for the SMB and Enterprise markets

JESSE STOMMEL



December 6, 2024

Dear City Council Members—

I am writing to apply for the vacant at-large Littleton City Council seat. I am currently a professor at University of Denver, the founder and executive director of a non-profit, and I own two businesses in downtown Littleton. I have worked in higher education for 25 years at different kinds of institutions in faculty positions, as a program director, and as a teaching center director.

I have roots in Colorado that go back to 1982 when I moved to Rifle, CO as a 6-year-old. I have lived in the Denver area for much of my adult life and in Littleton since 2020. I am deeply invested in this community. I have opened multiple businesses in Littleton, purchased two homes here, and chose to raise a family here because of that investment. My 7-year-old daughter attends Little Raven elementary school. She is also the "manager" and official play-tester at our toy and game shop on main street. Since opening that shop, I have had the opportunity to engage with and deepen my connection to this community. Of all the places I've lived, this has been the city I've grown the most attached to. After much moving around as a younger adult, my family has made Littleton our permanent home.

I want to serve on the Littleton City Council, because I feel deeply invested in local politics in a way that I've not fully felt before moving here. I want to contribute, and I want to learn from others who've made this investment. I also know that I bring a set of skills and experiences that would be invaluable. I understand what it takes to open a small business here. I've had the wonderful opportunity to launch my own non-profit. I have a long background in education and a daughter enrolled in LPS. My hope is that the breadth of my experience and connections will give me the necessary wisdom, patience, and business energy to better support the community and the rest of the council members.

While I've never served in local government, I recently applied and was interviewed for a position on the Littleton DDA. The experience I had talking to the council members during that interview (and after) motivates my current application. After many years doing this kind of work in education, I understood immediately how my skills and experience could be put to use in local government. Almost 20 years ago, I was the administrator for University of Boulder faculty council, supporting the work of the President of the faculty council, who worked directly with the CU Board of Regents. Around the same time, I was a committee member for the Educational Policy and Universal Standards committee for the CU System. I have since served in similar roles, doing committee and shared governance work at every educational institution where I've worked. I have over 20 years of experience doing this kind of service, both as a member of committees and boards and as a chair of committees and boards.

In 2016, I founded the *Hybrid Pedagogy* 501(c)3 Non-profit, which operates a journal, offers educational outreach, and organizes national and international conferences and trainings. I have served as the Executive Director of the non-profit board for the last 8 years. I have also done service work on an international level through collaborations with the United Nations, UNESCO, AMICAL, and the Council of Europe.

I have spent much of my career doing work with impact on a national and international level. With two business in Littleton and a 7-year-old running amok downtown (in the best ways), I find myself with an intense desire to invest more in my local community. When I heard that this council opening was potentially imminent, I realized that city government, engagement with my local community, is where I feel most called.

Starting in 2010, I moved out of Colorado, began traveling and consulting internationally, and took leadership positions at major educational institutions. It's been a marvelous adventure. But the last handful of years, starting with the COVID pandemic, have called me home. As much as I've done previously to reach out with my work, I know that I want to invest the next stage of my life more directly in my local community. All of which is to say that I will do whatever is necessary to make myself available for attendance at regular and special city council meetings and workshops. I will eagerly and happily serve on city council appointed boards and commissions, liaison positions. I will set aside other work and obligations to commit 10-20 hours per week to city business. More than any of that, I would take the opportunity, as a council member, to collaborate thoughtfully with other council members, and to listen more intently to members of the community.

I'll end with some direct answers to a few more of your questions.

My favorite thing about Littleton: It's a memory. My daughter, as a 4-year-old, riding her scooter down the sidewalk on Main Street. It's the faces of the people watching her weave in and out of the crowd, delighted at her presence, trusting her to find her way, but also protective of her, willing at a moments notice to help keep her safe. Moving out of the metaphor, I'll say that it's so rare to find as close knit a community in so large a place.

What would I change: I'd love to see downtown be even more of a gathering place than it already is. I have spent much of my career thinking about the community-building architecture of classrooms. What small adjustments can we make to better connect to each other. In Littleton, I think that starts at the downtown core, but ripples out to every corner of the community. When it comes to continuing to build our community, how do we start small and dream big?

How I see myself fitting into the current council: I'm a collaborator, both by training and at heart. What I bring, more than anything else, is an ability to find similarities across differences. We'll debate, challenge each other, come to consensus, and find our way forward.

I am happy to provide additional information. I look forward to hearing from you.

Sincerely,



Jesse Stommel, Ph.D.
Faculty in the Writing Program, University of Denver
Executive Director, Hybrid Pedagogy

JESSE STOMMEL



PROFESSIONAL SUMMARY

Small business owner, non-profit founder, program director, professor, and technologist. Over 25 years of experience in teaching, educational administration, and strategic planning.

I've lived in Littleton, CO since July of 2020, primarily in Colorado since 1982, and in various parts of Denver for over 15 years. I currently own a home and two businesses in Littleton.

EDUCATION

Ph.D., English (2010)
University of Colorado Boulder

M.A., English (2002)
University of Colorado Boulder

B.A. with Distinction, *Summa Cum Laude*, English (1999)
University of Colorado Boulder

RECENT EXPERIENCE

Owner, PlayForge, a toy and game store on Main Street, Littleton (2021 - present)

Owner, Littleton Learning Lab, educational event center in Littleton (2022 - present)

Executive Director, *Hybrid Pedagogy* 501(c)(3) nonprofit (2011 - present)
- *Co-founded open-access academic journal of learning, teaching, and technology*
- *Co-founded Digital Pedagogy Lab, an international faculty development program*

Teaching Associate Professor, Writing Program, University of Denver (2021 - present)

Executive Director and Senior Lecturer, Division of Teaching and Learning Technologies, University of Mary Washington (2015 - 2021)
- *Coordinated institution-wide faculty development offerings*
- *Managed team focused on faculty development, instructional design, and digital learning*

Assistant Professor, Liberal Arts and Applied Studies, University of Wisconsin-Madison (2013 - 2015)
- *Designed graduate certificate program in Digital Literacies*
- *Coordinated non-credit higher education pedagogy training programs*

Assistant Professor, English and Digital Humanities, Marylhurst University (2011 - 2013)

Marion L. Brittain Postdoctoral Fellow, Georgia Institute of Technology (2010 - 2011)

Graduate Teaching Instructor, University of Colorado Boulder (2001 - 2010)

SELECTED HONORS AND AWARDS

Higher Education Pedagogy Fellow, Hope Center for College Community and Justice, Temple University (2021 - 2022)

Visiting Fellow, Institute for Advanced Teaching and Learning, University of Warwick (2017)

Coordinator for Grant-funded Workshop, "Digital Humanities + Art," Center for Humanities, University of Wisconsin-Madison (2014 - 2016)

Media Literacy Award, National Council of Teachers of English (NCTE), Spearheaded application for award won by the Writing and Communication Program at Georgia Tech (2011)

Graduate Teaching Excellence Award, University of Colorado Boulder (2004)

PUBLICATIONS AND PRESENTATIONS

Published extensively on the intersection of education and technology, including four recent books: *Undoing the Grade: Why We Grade, and How to Stop* (2023), *Critical Digital Pedagogy* (2020), *An Urgency of Teachers* (2018), and *Disrupting the Digital Humanities* (2018).

Interviewed for features in *New Scientist*, *The New Yorker*, *The Washington Post*, *The Chronicle of Higher Education*, *NPR*, *PC Magazine*, *NBC News*, and more.

Frequent keynote speaker at events focused on education and technology across the U.S. and in Canada, Egypt, Singapore, England, Ireland, Scotland, and more,

SPECIAL PROJECTS

Digital Pedagogy Lab (2015 - present) <digitalpedagogylab.com>
Co-founded Digital Pedagogy Lab, which offers faculty development for educators at all levels.

Hybrid Pedagogy (2011 - present) <hybridpedagogy.com>
Founder, director, and designer of *Hybrid Pedagogy*: an open-access journal of learning, teaching, and technology.

United Nations Human Rights Council Consultant (2021 - 2022)
Consulted with United Nations' Special Rapporteur on the right to education in advance of a report offered to the UN's Human Rights Council.

Georgia Tech It Gets Better (2011) <bit.ly/gatechigb>
Edited, co-produced, and co-directed this documentary, which offers a broad picture of LGBTQ life at Georgia Tech. Collaborated with former students to interview over 50 members of the Georgia Tech community.

REFERENCES

Sean Michael Morris, Vice President of Academics, Course Hero, [redacted]

R L Widmann, Retired Professor, University of Colorado Boulder, [redacted]

Jordan Lewis
[redacted]

Dear Members of the Selection Committee,

I am writing to express my strong desire to serve on the Littleton City Council. My passion for public service and commitment to maintaining Littleton as a welcoming and friendly community drive my interest in this role.

Why I Want to Serve

Having lived in many cities across Colorado, I've come to recognize what makes a place truly special—and Littleton stands out in every way. Before moving here in 2020, I had never stayed in one location for more than a year or two. But shortly after arriving, I realized that Littleton was different. This was the place where I wanted to put down roots and build a future.

Places like Littleton don't become noteworthy by chance; they thrive because of the dedication and hard work of public servants who care deeply about their community. I believe I have reached a point in my life where I am able to give back to the city that has welcomed me with open arms. I am eager to contribute to the continued success and vibrancy of Littleton by working hard for the people and community that have made it such a wonderful place to call home.

Relevant Experience

My background in public service and leadership has prepared me to contribute effectively to the council. My participation in leadership began back in high school where I participated in student council. From there, I served as president of the University of Colorado Residence Hall Association, a group of over 50 students tasked with leading initiatives that improved community living experiences.

In my professional life I have chaired and participated as a member of various committees throughout my career as an Assistant County Attorney for Arapahoe County. These roles involved deliberative decision-making, collaboration, and strategic problem-solving. I have a consistent record of reliability in all my prior roles and have actively taken on leadership responsibilities and facilitated consensus-building in emotionally charged situations.

Availability

I am fully available to attend any meetings/events/etc. I would also be available to attend daytime events with advanced notice. I am also willing to dedicate the necessary time to serve on council-appointed boards, commissions, liaison positions, and participate in retreats, training

sessions, and ceremonial events. I understand that council duties require 10-20 hours per week, and I am prepared to commit to this workload.

What I Would Change

As a member of the Littleton City Council, I would hope to focus on improving public transportation access and addressing the needs of our homeless population. Enhancing transit options can help residents connect to jobs, education, and essential services, promoting equity and mobility throughout the community. Simultaneously, I would advocate for coordinated efforts to provide sustainable resources for individuals experiencing homelessness, such as access to shelters, mental health support, and job assistance programs, ensuring that all members of our community have the opportunity to thrive.

Obviously the Littleton City Council cannot be solely responsible for fixing these major societal issues, but I believe the City Council can and should attempt to make whatever impact it can.

Fitting in with the Current Council

I am confident in my ability to collaborate effectively with the existing council. My professional experience litigating high-stakes cases has taught me how to navigate emotionally charged environments and build strong working relationships, even when personal disagreements arise. I approach every situation with professionalism, respect, and a focus on achieving the best outcomes for the community.

In conclusion, I am eager to bring my dedication, experience, and collaborative spirit to the Littleton City Council. Serving in this capacity would be both an honor and an opportunity to contribute meaningfully to the city I love.

Thank you for considering my application. I look forward to the opportunity to further discuss how I can serve Littleton effectively as a member of the City Council.

Sincerely,
Jordan Lewis

Jordan Lewis

[redacted]

Littleton Resident since 2020

Skills

- Civil Litigation
- Legal Writing
- Legal Research
- Document Review
- Appeals
- General Counsel Work
- Risk Evaluation and Mitigation
- Creating Training Materials and Presentations

Relevant Work History

Assistant County Attorney **09/2016 to Current**

Denver/El Paso/Larimer/Arapahoe County Attorney's Office

- Represent the Department of Human Services to protect the best interests of children.
- Prosecute dependency and neglect cases in bench and jury trials – have prosecuted 5 jury trials.
- Prosecute Termination of Parental Responsibilities hearings – have prosecuted over 100 termination hearings.
- Handle appeals of adjudicatory trials and termination of parental responsibilities hearings.
- Prepare expert and lay witnesses for hearings and develop case strategy.
- Conduct discovery and respond to discovery requests and CORA requests.
- Manage active caseload of 80+ cases - have handled over 500 cases as County Attorney.
- Advise DHS employees on legal issues related to legal proceedings.
- Assist and guide case workers in child welfare assessments and investigations.
- Determine what actions are legally supportable based on results of investigations.
- Create training materials and provide legal training for new DHS employees – have presented over 30 trainings.

Council/Organizational Leadership Roles

- **Rampart High School Student Council - 2005**
- **Rampart High School Debate Captain - 2002-2005**
- **University of Colorado Residence Hall Association President - 2009**
- **University of Colorado Residence Hall Association Treasurer (1mil+ budget) - 2007**
- **Legal member of various legal committees for Arapahoe County**

Education

Juris Doctorate - University of Denver Sturm College of Law – Denver, CO
Bachelor of Arts - University of Colorado – Boulder, CO

Brenton Yancey

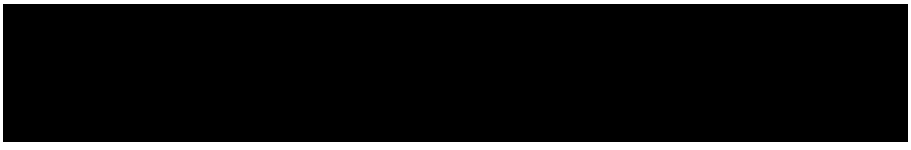
Process Engineer · Bachelor's Degree in Materials Engineering · Littleton Resident (6 years)

Hi! Thank you for the opportunity to apply for the position of city council member. After reviewing your job description, I am certain that I have the necessary skills to successfully do the job adeptly and perform above your expectations.

I moved to Littleton in 2019, after previously living in Arvada and the city of Denver. My wife and I chose Littleton because of the schools, people, access to public transportation, entertainment, and parks. It had, and still has, everything we were looking for. One of the reasons I want to be part of the city council is that I can help make the decisions that will continue to make Littleton the best place to live in Colorado.

A second reason for wanting to join the city council is that I have a passion for politics, and I believe the best place to initially get involved is at a local level. I come from a family, where my father's side are staunch Republicans and my mother's side are staunch Democrats. I feel like this has given me a unique perspective on where opportunities are for both sides to agree. Another reason for wanting to get into politics, is that I have a passion for finding a way to improve mental healthcare access, availability, and the destigmatization of mental health struggles. My mother and sister have struggled with bipolar disorder and depression their entire life. My first wife lost her struggle with bipolar disorder, partly because of the stigma around physicians having mental health struggles. As a society, we must do a better job helping those that are struggling.

Politically, I have never been a member of a board, committee, or commission. I've also never been a board member of a company. However, I have been on multiple leadership teams throughout my employment at various companies. I've been a part of decision-making teams at every place I have worked, so my experience would be 18 years. In my current role as process engineer, I meet for 3-6 hours a week with a team made up of R&D members, members of different manufacturing divisions, operations, and upper management. I've been on this team for 3 years and have helped lead the transition of products from R&D to the production facility. I oversaw the installation of equipment that improved production capacity by 200%. I travelled to other facilities to train employees in manufacturing techniques and quality inspections, that I had written. As part of a product development team at my previous places of employment, I



helped develop and test new products and took on the challenge of writing patent applications. At this time, I am a co-inventor on 4 approved patents and 2 patents still that are still going through the approval process.

I will always make sure I am available for attendance at meetings and workshops. I am excited to start this journey and will make myself available accordingly.

As I stated above, I am passionate about getting involved, so I would be pleased to join appointed boards and commissions, liaison positions, and attend retreats, trainings, and ceremonial events.

After reviewing this letter, the answers to the posted questions, and my resume, I hope you will agree that I am the type of competent, well-rounded, and experienced candidate you are looking for. I know that my work experiences, specific skills, and abilities will benefit the city of Littleton.

Please feel free to contact me at:

[redacted]

Thank you for your consideration, and I look forward to hearing from you soon.

Sincerely,

Brenton Yancey

[redacted]

Brenton Yancey

[redacted]

Materials Engineer

Adaptable and highly motivated with experience as a product, application, and testing engineer. Extensive expertise in product development, lab testing, codes testing, technical writing, patent applications, SEM analysis, and Instron testing. Additional skills in database development and testing procedure development.

Product Development	SEM Analysis	Instron Testing	MATLAB
Lab Testing	Codes Testing	XRD	Destructive Testing
Technical Writing	Database Development	TMA	Roofing Systems
Patent Applications	Testing Procedures	MiniTab	PSD Measurements

Professional Experience

CoorsTek, Golden, CO **June 2021 – Present**
Process Engineer
Lead process engineer for multiple semi-conductor product lines, that generate approximately $5,000,000 in sales each year. Oversaw the installation of six (6) kilns, increasing the capacity of the facility by 200%, over the first 3 years of employment. Developed and implemented new testing procedures, processing steps, tooling, and quality checks for each product line, resulting in a yield increase from 65% to 78%. Traveled other company facilities to help define and implement manufacturing specifications and safety protocols. Worked as a multi-facility team member, leading discussions across five facilities in the U.S. and one facility in Japan, on ways to standardize production operations and testing.

- Generated over 200 standard operation procedures

Johns Manville, Littleton, CO **August 2015 – September 2020**
Product Engineer
Co-inventor on 4 roofing membrane patent applications. Developed, tested, and helped bring to market more than $5M of new products. Conduct Instron testing, microscopic analysis, thermal analysis, and destructive wind analysis on roofing membranes and accessories. Traveled to third-party manufacturing sites to help define manufacturing specifications and oversee production of new products. Worked closely with team members and product management to solve product deficiencies and provide quick solutions.
Travelled to codes testing facilities to conduct and oversee the codes testing of new products. Developed searchable codes database that included more than 2,000 days of testing.

Heraeus Precious Metals Conshohocken, Conshohocken, PA **July 2012 – June 2015**
R&D Technician II
Co-inventor on 3 front-side paste patent applications. Formulated, melted, milled, and dried glass to be used in front-side photovoltaic silver paste. Conducted thermal analysis, microscopic analysis, and research of glasses, ceramics, and metal oxides. Created individual solar cells by operating an automatic screen printer, to print silver paste onto silicon wafers.

- Analyzed cell performance by studying silver-glass-wafer interactions, IV data, and resistivity data.
- Increased company's worldwide market share of front-side paste, as a member of a multiple multi-national team that developed new front-side paste products.
- Improved workplace safety and aided in the development of formulation databases, by installing equipment, writing SOPs, and helping with new employee training.

[redacted]

Ferro Corporation, Washington, PA **June 2011 – May 2012 / September 2008 – April 2009**
Applied Technology Engineer
Designed and executed experiments to solve customer complaints and problems. Visited customer sites to teach employees how to use new equipment and solve production line problems. Developed ceramic and organic enamel products to meet customers' specific requirements. Provided color matching customization in container, flat glass, and organics division.

- Integral to securing a customer contract for an 800,000-windshield line, by providing advancements in QC procedures, that solved major QC inefficiencies.
- Developed test methods for printing conductive silver coatings, using a semi-automatic screen printer.

Westmoreland Mechanical Testing and Research, Youngstown, PA **April 2009 – June 2011**
Materials Science Engineer / Project Manager
Conducted fatigue, tensile, compression, shear, and crack growth tests on polymers, composites, metals, and metal alloys. Operated Instrumentation for testing, including Instron electromechanical and Instron servo-hydraulic test frames. Did all testing in accordance with ASTM standards and customer specifications.

- Ensured all processes were conducted properly and deadlines met by supervising machining and testing of samples.
- Managed over $1,500,000 of test programs in first year.

Johns Hopkins University, Baltimore, MD **September 2007 – May 2008**
Research Assistant: Department of Materials Science and Engineering
Synthesized organic semiconductors to be used in the fabrication of organic field effect transistors (OFETs). Used vacuum vapor deposition to apply organic semiconductors and gold electrodes onto Si/SiO2 substrates. Tested OFETs exposed to nerve gas simulants to determine if OFET could be used as nerve gas sensor. Characterized OFETs using X-ray diffraction (XRD), SEM, and 3-point probe station. Presented findings to students and faculty.

Education & Certifications

Bachelor of Science (BS), Materials Science and Engineering; Minor in economics
Johns Hopkins University, Baltimore, MD

SEM Certified, JEOL
Thermal Analysis Certification, TA

What is your favorite thing about Littleton?

- My favorite thing about Littleton is the people. From my neighbors, to the local business owners, to the people I meet when I'm downtown (Jakes, Denver beer co., Palenque), at aspen grove, or at one of the dog parks. The people are always kind, respectful, and generally in good spirits. My neighbors are always lending a helping hand, and always building a sense of community by having neighborhood get togethers. The neighbors, general sense of welcomeness in Littleton, and wide selection of entertainment/activities are the reasons my wife and I moved to Littleton and decided to start a family here.

What is one thing you would like to change about the City of Littleton?

- This is a tough question, as my wife and I love so many things about Littleton. A few years ago, I would have said reduce crime, but that has seemed to get better over the last 2-3 years. I will have to say reduce homelessness, which may include some form of improved mental health services/access.

How do you see yourself fitting in with this current city council?

- My greatest strength is adaptability. I feel this is true for a few reasons. As an engineer, I often need to be quick to pivot in a different direction, if the solution I am trying isn't working. But I also feel that I am adaptable when it comes to working with different people. In my opinion, it doesn't matter about background, political affiliations, or status, until proven otherwise, everyone deserves to be respected and heard. Another reason I feel that I'd be a good fit for the current city council, is that I pride myself on not having public confrontations with fellow employees and trying to work out any issues privately. I'm often the one to de-escalate the situation when other employees are having issues. I'm level-headed, a good listener, open-minded, and believe that the best solution to a problem usually comes from a combination of multiple individuals' ideas.

Staff Communication

File #: ID# 24-263, **Version:** 1

Agenda Date: 12/17/2024

Subject:
Motion to adopt the 2025 city council meeting calendar

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

PURPOSE:
To proactively adopt a calendar of all known meeting dates, and cancelations of meetings, of the Littleton City Council to provide for more efficient scheduling of agenda items and to better inform our community.

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

DISCUSSION:
The city has maintained a public-facing Tentative Council Calendar on its website and, in 2024, adopted the first annual City Council meeting calendar. By adopting an annual meeting calendar, efficiency is gained by enabling city council and staff to schedule other events and meetings, and to schedule any necessary travel, far in advance. The council may, via motion, amend the adopted calendar throughout the year if deemed necessary.

The following council meetings conflict with observed city holidays, other known events, or conferences which members of council generally attend are recommended for cancellation:

- Regular meeting: February 18, 2025 - Boards and Commissions interviews
- Study Session: March 11, 2025 - NLC conference
- Regular meeting: June 17, 2025 - CML conference
- Study session: June 24, 2025 - Summer break
- Regular meeting: July 1, 2025 - Summer break
- Study session: July 8, 2025 - Summer break

Including the above dates, the annual 2025 City Council Meeting Calendar will provide a four-week summer break, beginning with the week of June 17 for the CML conference. Council may also opt to return for the July 8, 2025, study session, thereby reducing the summer break to three weeks.

Council may want to also consider the following meeting dates that conflict with other meetings or community events:

- Study session: March 25, 2025 - LPS spring break
- Regular meeting: August 5, 2025 - National Night Out (NNO)
- Regular meeting: November 4, 2025 - Election Night
- Study session: November 25, 2025 - Thanksgiving week
- Study session: December 23, 2025 - Christmas week

BACKGROUND:
Section 27 of the city charter states that the council shall meet regularly at least once each month and that the meeting shall be set at a day and hour to be fixed from time to time by the rules and procedures of each council. Per council's adopted Legislative Rules, Section II, regular meetings are to be held on the first and third Tuesday of each month with study sessions being held on the second and fourth Tuesdays.

Prior Actions or Discussions
January 2, 2024 - Council adopted, by motion, approval of the 2024 Annual City Council Meeting Calendar.

FISCAL IMPACTS:
N/A

STAFF RECOMMENDATION:
Staff recommends adoption of the 2025 Littleton City Council meeting calendar.

ALTERNATIVES:
- Adopt the 2025 city council meeting calendar as presented; or
- Amend the 2025 city council meeting calendar prior to adoption; or
- Choose not to adopt the 2025 city council meeting calendar and operate solely from the Tentative Council Calendar, canceling and/or adding meetings as necessary.

PROPOSED MOTION:
I move to adopt the 2025 city council meeting calendar.

Littleton Colorado

2025
City Council Meetings

January						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

February						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

March						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

May						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

June						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

July						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Regular Meetings are held on the 1st and 3rd Tuesday of the month

Study Sessions are held on the 2nd and 4th Tuesday of the month

Meeting canceled

2025 holidays observed by the city

New Years Day – January 1
MLK Day – January 20
President's Day – February 17
Memorial Day – May 26
Juneteenth – June 19
Independence Day – July 4
Labor Day – September 1
Thanksgiving – November 27/28
Christmas Eve – December 24 (1/2 day)
Christmas Day - December 25

Annual conferences or events with city council and staff attendance

NLC – 3/10/2025 through 3/12/2025

DRAFT

Littleton Colorado

2025
City Council Meetings

CML – 6/18/2024 through 6/21/2024 *

NNO (National Night Out) – 8/05/2025

DRAFT

Staff Communication

File #: Ordinance 30-2024, **Version:** 3

Agenda Date: 12/17/2024

Subject:
Ordinance 30-2024: An ordinance on second reading amending Title 1, Chapter 14 of the City Code regarding Land Development Impact Fees

From:	James L. Becklenberg, City Manager
Prepared by:	Kevin Orton, Budget Manager
Presentations:	Tiffany Hooten, Finance Director
	Kevin Orton, Budget Manager

PURPOSE:
Does council support an ordinance amending Chapter 14 of Title 1, Land Development Impact Fees?

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

DISCUSSION:
In 2013, council adopted capital facility impact fees/land development impact fees. Land Development Impact fees are charged for residential and nonresidential development in the city and fund capital improvements needed to address demand attributable to the new development. Impact fees are developed through an evaluation of the costs of capital improvements needed to address demand attributable to new development and are not to be used to fund operation, maintenance or replacement costs or otherwise fund the general costs of government. The most recent Land Development Impact fee study was in 2020 and is attached as reference. It is common practice to review these periodically and this will be incorporated into the 2026 budget.

These fees have been amended over the years with the last amendment occurring in October 2023 for inflation and multimodal transportation phase II increase.

Staff is proposing an increase in the Land Development Impact fees as follows:

- To include an inflation factor as provided for in Title 1, Chapter 14, regarding Land Development Impact fees approved in 2021.
- Adjust the multimodal transportation impact fees for non-residential classification types for phase III of a three-phase approach. As reference, Ordinance 10-2021 includes information related to this phase in and inflation factor.

Inflation Factor

Title 1, Chapter 14 allows for an annual increase for inflation for Land Development Impact Fees. The city has established the use of the Denver-Aurora-Lakewood CPI as the inflation allocation. The 2023 CPI was 5.22%. This amendment increases the Land Development Impact Fees by this inflation factor. Staff will review impact

fees on an annual basis and adjust accordingly each year.

Multimodal Transportation Phase-In
During the March 9, 2021 study session, council discussed the influence of impact fees on the city's economic development strategy and in particular business attraction for retailers. The proportional fee structure outlined at that study session allowed the city to keep up with growth as it seeks to recover the capital costs that new development creates. Staff included a 3-year phased approach in response to council's request. As such, the multimodal transportation fee reflected in the current ordinance of $0.30 escalated to $0.61 in 2023 and will escalate to $0.91 in 2024.

BACKGROUND:
In 2013, council adopted capital facility impact fees/land development impact fees. These fees have been amended over the years with the last amendment occurring in October 2023 for inflation and multimodal transportation phase II increase.

Prior Actions or Discussions
Land Development fees were adopted in August 2013 and amended July 2014, November 2018, April 2019, and May 2021 to varying degrees.

In October 2023, council approved increasing the impact fees by inflation, and council adjusted impact fees for non-residential classification types for phase II of the three-year multimodal transportation phase approach.

This ordinance passed on first reading on December 3, 2024.

FISCAL IMPACTS:
With the increase in fees, it is anticipated to provide additional revenues; however, it will depend on the type of development. In 2025, there are several significant developments planned. The total estimated land development fees in 2025 is $6,453,777.

STAFF RECOMMENDATION:
Staff recommends approval of the impact fees on second reading.

ALTERNATIVES:
1. Approve amendments as proposed.
2. Make no changes at this time and potentially miss opportunities to defray the projected impacts on capital facilities caused by the proposed development.

PROPOSED MOTION:
I move to approve Ordinance 20-2024 on second reading amending Title 1, Chapter 14 of the City Code regarding Land Development Impact Fees.

CITY OF LITTLETON, COLORADO

ORDINANCE NO. 30

Series, 2024

AN ORDINANCE OF THE CITY OF LITTLETON, COLORADO, AMENDING TITLE 1, CHAPTER 14 OF THE CITY CODE REGARDING LAND DEVELOPMENT IMPACT FEES

WHEREAS, the imposition of impact fees which are defined as land development fees under Colorado Revised Statues is a financial matter and more appropriately placed in the administrative title of the City Code; and

WHEREAS, the city is subject to the provisions of Title 29, Colorado Revised Statutes pertaining to the imposition of charges for land development as the legislature has exercised its power of preemption under the Colorado Constitution; and

WHEREAS, the city intends that such fees only cover the full cost of capital facilities resulting from the development of new service units caused by new development and such fees are not intended to be a tax under the Taxpayer Bill of Rights in Article X of the Colorado Constitution; and

WHEREAS, the city council wishes to revise the capital facility impact fee rates.

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

Section 1: Subsection B of Title 1, Chapter 14 of the Littleton City Code is hereby revised as follows:

TABLE 1-14-3(a)

Use	Land Development Impact Fee Rate Residential (per unit)						Total
	Multimodal Improvements	Museum	Library	Police	Facilities	Transportation	
Single Family	~~$1,145.58~~	~~$976.40~~	~~$741.26~~	~~$400.51~~	~~$2,079.51~~	~~$2,420.67~~	~~$7,763.93~~
Multiple Dwelling	~~$751.71~~	~~$640.69~~	~~$486.40~~	~~$262.81~~	~~$1,364.53~~	~~$1,877.04~~	~~$5,383.18~~

Unit							

Use	Land Development Impact Fee Rate Residential (per unit)						
	Multimodal Improvements	Museum	Library	Police	Facilities	Transpor-tation	Total
Single Family	$1,205.38	$1,027.37	$779.95	$421.42	$2,188.06	$2,547.03	$8,169.21
Multiple Dwelling Unit	$790.95	$674.13	$511.79	$276.53	$1,435.76	$1,975.02	$5,664.18

TABLE 1-14-3(b)

Use	Land Development Impact Fee Rate Non-Residential (per square foot)						
	Multimodal Improvements	Museum	Library	Police	Facilities	Transpor-tation	Total
Auto Dealership	~~$0.61~~	~~$0.00~~	~~$0.00~~	~~$0.39~~	~~$1.75~~	~~$2.85~~	~~$5.60~~
Industrial	~~$0.61~~	~~$0.00~~	~~$0.00~~	~~$0.39~~	~~$1.75~~	~~$0.51~~	~~$3.26~~
Lodging	~~$0.61~~	~~$0.00~~	~~$0.00~~	~~$0.39~~	~~$1.75~~	~~$1.19~~	~~$3.94~~
Office	~~$0.61~~	~~$0.00~~	~~$0.00~~	~~$0.39~~	~~$1.75~~	~~$0.99~~	~~$3.74~~
Retail/Commercial	~~$0.61~~	~~$0.00~~	~~$0.00~~	~~$0.39~~	~~$1.75~~	~~$3.02~~	~~$5.77~~
Warehouse/ Storage	~~$0.61~~	~~$0.00~~	~~$0.00~~	~~$0.39~~	~~$1.75~~	~~$0.18~~	~~$2.93~~

Use	Land Development Impact Fee Rate Non-Residential (per square foot)						Total
	Multimodal Improvements	Museum	Library	Police	Facilities	Transpor-tation	
Auto Dealership	$0.91	$0.00	$0.00	$0.41	$1.84	$3.18	$6.34
Industrial	$0.91	$0.00	$0.00	$0.41	$1.84	$0.54	$3.70
Lodging	$0.91	$0.00	$0.00	$0.41	$1.84	$1.25	$4.41
Office	$0.91	$0.00	$0.00	$0.41	$1.84	$1.04	$4.20
Retail/Commercial	$0.91	$0.00	$0.00	$0.41	$1.84	$3.18	$6.34
Warehouse/ Storage	$0.91	$0.00	$0.00	$0.41	$1.84	$0.19	$3.35

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

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

INTRODUCED AS A BILL at a regularly scheduled meeting of the City Council of the City of Littleton on the 3rd day of December, 2024, passed on first reading by a vote of 7 FOR and 0 AGAINST; and ordered published by posting at Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

PUBLIC HEARING on the Ordinance to take place on the 17th day of December, 2024, in the Council Chamber, Littleton Center, 2255 West Berry Avenue, Littleton, Colorado, at the hour of 6:30 p.m., or as soon thereafter as it may be heard.

PASSED on second and final reading, following public hearing, by a vote of __ FOR and ___ AGAINST on the 17th day of December, 2024 and ordered published by posting at Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

ATTEST:

_____
Colleen L. Norton
CITY CLERK

_____
Kyle Schlachter
MAYOR

APPROVED AS TO FORM:

_____
Reid Betzing
CITY ATTORNEY

Report

2020 Impact Fee Study

The Economics of Land Use

Prepared for:
City of Littleton, Colorado

Prepared by:
Economic & Planning Systems, Inc.

EPS #203103

March 24, 2021

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1. Summary and Updated Impact Fees

Introduction

This report was prepared by Economic & Planning Systems (EPS) for the City of Littleton to update its impact fee calculations. The report documents costs and other supporting data to provide the nexus and proportionality requirements needed to adopt new and revised impact fees to comply with State of Colorado law regarding development charges. The report provides new impact fee calculations for the following fee categories already collected by the City:

- Police
- General facilities and general fleet
- Museum
- Library
- Transportation

The report also includes calculations for a proposed multimodal improvements impact fee. Revenues from this impact fee would be used to fund expansions to the bicycle and pedestrian transportation network, and related projects that improve bicycle and pedestrian safety while expanding automobile capacity, such as grade separated trail and road crossings.

In addition, this report recommends adding the Public Works fleet to the level of service that impact fees are calculated on. The replacement cost of the Public Works fleet is combined with general facilities and general fleet into a General Facilities and City Fleet impact fee.

Updated Impact Fees

This report provides calculations of the maximum fees supported by this nexus and proportionality analysis that the City may charge. The law allows City Council to adopt the full fees determined in this report, or to adopt lower fees for a variety of policy reasons determined to be in the interest of the City. The proposed maximum residential impact fees are shown below in **Table 1**; nonresidential impact fees are shown in **Table 2**. Transportation fees vary according to the trip generation factors for each land use type as shown in **Table 3** and explained further in Chapter 8.

Table 1. Residential Impact Fees

Description	Recommended Impact Fee	% Change From Current	Current Fees
RESIDENTIAL (per Unit)			
Single Family			
Transportation	$2,241.15	113.6%	$1,049.00
Multimodal Improvements	$1,060.62	N/A	N/A
Museum	$903.99	50.2%	$602.00
Library	$686.29	20.8%	$568.00
Police	$370.81	-7.1%	$399.00
General Facilities & City Fleet	$1,925.29	1.1%	$1,904.00
Total	**$7,188.15**	**59.0%**	**$4,522.00**
Multiple Dwelling Unit			
Transportation	$1,737.84	65.7%	$1,049.00
Multimodal Improvements	$695.96	N/A	N/A
Museum	$593.18	-1.5%	$602.00
Library	$450.33	-20.7%	$568.00
Police	$243.32	-39.0%	$399.00
General Facilities & City Fleet	$1,263.34	-33.6%	$1,904.00
Total	**$4,983.97**	**10.2%**	**$4,522.00**

Note: Figures in this summary table are rounded to the nearest $0.01 from calculations carried out to multiple decimal places and may vary slightly from tables in the body of this report.
Source: Economic & Planning Systems

Table 2. Nonresidential Impact Fees

Non-Residential Impact Fees	Per Sq. Ft.
Transportation: See Transportation Fee Schedule	---
Multimodal Improvements	$0.91
Museum	$0.00
Library	$0.00
Police	$0.36
General Facilities & City Fleet	$1.62
Total not including Transportation	**$2.89**

Note: Figures in this summary table are rounded to the nearest $0.01 from calculations carried out to multiple decimal places and may vary slightly from tables in the body of this report.
Source: Economic & Planning Systems

For transportation, the recommended residential impact fee is the maximum fee calculated on a cost per new trip of $237.41. For nonresidential development, the recommended fee per trip has been reduced to $94.96 to support recommended policies of encouraging nonresidential development in appropriate areas of the community to enhance the tax base. The corresponding fees per square foot are based on this cost per new trip multiplied by the trip generation rate for the land use category as explained further in Chapter 7. This cost-per-trip-fee structure is more proportional to the traffic impacts of different development types than the current flat fee per square foot, as shown.

Table 3. Transportation Impact Fees

Description		Recommended Impact Fee	% Change from Current	Current Fee
Residential Cost per Trip		**$237.41**		
Residential		Per Unit		Per Unit
Single Family	Single Family Detached Housing (210)	$2,241.15	113.6%	$1,049
Multifamily & Attached	Multifamily Housing (Low-Rise) (220)	$1,737.84	65.7%	$1,049
Non-Residential Cost per Trip		**$94.96**		
Non-Residential		Per Sq. Ft.		Per Sq. Ft.
Auto Dealership	Automobile Sales (New) (ITE 840)	$2.64	1.3%	$2.607
Industrial	General Light Industrial (ITE 110)	$0.47	-82.0%	$2.607
Lodging [1]	*Business Hotel (ITE 312)*	*$1.10*	-57.8%	*$2.607*
Office	**General Office Building (ITE 710)**	**$0.92**	**-64.7%**	**$2.607**
Retail/Commercial	**Shopping Center (ITE 820)**	**$2.80**	**7.4%**	**$2.607**
Warehouse/Storage	Warehousing (ITE 150)	$0.17	-93.5%	$2.607

[1] Converted to a rate per 1,000 square feet as follows: ITE trip generation rate of 5.79 trips per room, divided by 500 sq. ft. per room, multiplied by 1,000 per square feet.
Source: Economic & Planning Systems

If there are other land use types in a development application not shown in this table, the Community Development Director and/or the City Engineer can determine of the most appropriate trip generation rate and land use category to apply to the development, which would be multiplied by the residential or nonresidential fee per trip.

Legal Standards for Impact Fees

Impact fees can be charged by local governments on new development to pay for capital facilities needed to serve growth. The State of Colorado has adopted a standard with the adoption of Senate Bill 15, codified as Section 29-20-104 and 104.5 of the Colorado Revised Statutes following a Colorado Supreme Court decision.

The Colorado Supreme Court ruled in Krupp v. Breckenridge Sanitation District (1999) that the District could assess an impact fee based on a set of development characteristics that reflect the general performance of a proposed use, rather than the specific conditions of an individual proposal. While traditional exactions are determined on an individual basis and applied on a case-by-case basis, an "impact fee" is calculated based on the impact of all new development and the same fee is shared to all new development in a particular class."[1] The finding of the Court distinguishes impact fees, as a legislatively adopted program applicable to a broad class of property owners, from traditional exactions, which are discretionary actions applicable to a single project or property owner.

In 2001, the State Legislature provided specific authority in adopting Senate Bill 15 that "provides that a local government may impose an impact fee or other similar development charge to fund expenditures by such local government on capital facilities needed to serve new development." The bill amended Title 29 of the Colorado statutes that govern both municipalities and counties and defines "local government" to include a county, home rule, or statutory city, city, or territorial charter city.

The law requires local governments to "quantify the reasonable impacts of proposed development on existing capital facilities and establish the impact fee or development charge at a level no greater than necessary to defray such impacts directly related to proposed development." The standard that must be met within the State of Colorado requires mitigation to be "directly related" to impacts.

Impact Fee Requirements

- **Capital Facilities** – Fees may not be used for operations or maintenance. Fees must be spent on capital facilities, which have been further defined as directly related to a government service, with an estimated useful life of at least five years and that are required based on the charter or a general policy.
- **Existing Deficiencies** – Fees are formally collected to mitigate impacts from growth and cannot be used to address existing deficiencies. In the analysis used to establish an impact fee program, the evaluation must distinguish between the impacts of growth and the needs of existing development.
- **Capital Maintenance** – Major "capital maintenance" projects are not typically eligible to be funded with impact fees unless it can be shown that the project

[1] Colorado Municipal League, *Paying for Growth*, Carolynne C. White, 2002.

increases the capacity of the community to accommodate growth. In that case, only the growth-serving element of the project is eligible to be funded with impact fees.

- **Credits** – In the event a developer must construct off-site infrastructure in conjunction with his or her project, the local government must provide credits against impact fees for the same infrastructure, provided that the necessary infrastructure serves the larger community. Credits may not apply if a developer is required to construct such a project as a condition of approval due to the direct impact on the capital facility created by the project. Credits are handled on a case-by-case basis.
- **Timing** – The City must hold revenues in accounts dedicated for the specific use. Funds must be expended within a reasonable period or returned to the developer. The State enabling legislation does not specify the maximum length of time to be used as a "reasonable period." This has been generally accepted or interpreted to be a 10 year time period.
- **Accounting Practices** – The City must adopt stringent accounting practices as specified in the State enabling legislation. Funds generated by impact fees may not be commingled with any other funds.
- **Affordable Housing** – The law allows impact fees on affordable housing "as defined by the community" to be waived.

THIS PAGE

2. Methodology

This chapter describes general impact fee calculation techniques, the methodology used to calculate new impact fees, and important estimates and factors used in the calculations.

Impact Fee Methodologies

There are several methods that can be used to calculate impact fees. The two most common techniques are the Plan-Based Method and the Incremental Expansion Method. The method chosen needs to be appropriate for the local circumstances as described below. Colorado law does not specify the methodology to be used; these methods are commonly used in Colorado and in other states.

Plan-Based Method

This method uses a community's long-range comprehensive plan, capital improvement plan, or other adopted plan identifying capital facilities and infrastructure needed to serve growth. Projects identified in these plans are costed out and included in the fee program. A growth projection is made over the time period for which the defined projects are needed or planned to be built. The fee calculation is essentially the cost of the planned project(s) divided by the forecasted amount of growth.

This method is best used when detailed capital project planning has been done, as is the case with the City's 2019 Transportation Master Plan. The Plan-Based Method was used to calculate the Transportation and Multimodal Improvement impact fees.

Incremental Expansion Method

In cases where detailed capital planning studies are not available or when growth is slower, the Incremental Expansion Method is appropriate. This method is also called the "level of service" or "imbedded capital investment" method. The 2019 Impact Fee Update (BBC Research) also used the imbedded capital investment method. This technique answers the question:

> *What should each new unit (increment) of development pay to maintain the City's current level of service?*

This approach takes a snapshot of the current level of service in the city and converts it typically to a per capita, per dwelling unit, or per square foot value. The current level of service is defined as the inventory of the City's existing facilities

and capital assets, and the cost to replicate that level of service (replacement cost or asset value) as the city grows. The asset inventory or value is then converted to a cost per capita, per dwelling unit, or per nonresidential square foot that is the basis for the fee. An example is the current square footage of facilities and their replacement cost per capita, or the number of police vehicles and their replacement cost per capita.

The Incremental Expansion Method was used in this study to calculate impact fees for Police, General Facilities, Museum, and Library.

Level of Service Definition

Using the Incremental Expansion Method, this study defines the level of service (LOS) as the replacement cost of the existing facilities and major equipment in the City in 2020. The fee calculations document the current inventories of urban and special use parks, recreation facilities, libraries, police and fire facilities, general government/ municipal facilities, and major fleet/equipment. The LOS is converted to a cost or value per capita that is used to calculate the impact fees for each major dwelling unit type classification using a household size conversion factor, and a cost per nonresidential square foot.

Cost Allocations by Land Use Type

Many City services and related capital facilities are provided for residential and commercial (nonresidential) development. To ensure that impact fees are proportional to the impact by type of land use, it is necessary to allocate the level of service or facility costs to residential and nonresidential development. For all general facilities, public works facilities, library, public works fleet, and multimodal facilities, the City's service is used to allocate costs as described in the next section. The museum is allocated to residential development only based on the percentage of local visitors to the facility.

For police, incident volume by land use category was used to allocate costs to residential and nonresidential development. For transportation, costs are allocated from a forecast of vehicle trips generated by residential and nonresidential land uses.

Service Population

In order to allocate specific costs to residential and commercial uses, this analysis uses a Proportionate Share methodology. This methodology allocates service demand to residential and nonresidential space on a per resident or per employee basis. The Proportionate Share methodology derives the demand for City services, proportional to the various segments comprised of City residents and employees over a typical 24-hour period. It provides a basis for computing the cost per service for a given population across a number of City functions. The specific steps and assumptions used to allocate service demand are outlined below in **Table 4**.

Table 4. Proportionate Share Methodology (Part 1 of 2)

Residential Land Use Service Demand	
Non-Working Residents	
Total Population	**49,643**
Less: Working Residents	23,757
Non-Working Residents	**25,886**
Daily Hourly Service Demand	20 Hours
Non-Resident Service Demand	**517,727 Hours**
Out Commuter Residents	
Total Population	**49,643**
Less: Non-Working Residents	25,886
Working Residents	**23,757**
Live/Work Residents	11.5% of total
Less: Live Work Residents	2,732
Out Commuter Residents	**21,025**
Daily Hourly Service Demand	14 Hours
Out Commuter Service Demand	**294,345 Hours**
Live/Work Residents	
Total Population	**49,643**
Less: Non-Working Residents	25,886
Working Residents	**23,757**
Out Commuter Residents	88.5% of total
Less: Out Commuter Residents	21,025
Live/Work Residents	**2,732**
Daily Hourly Service Demand	14 Hours
Live/Work Service Demand	**38,248 Hours**
TOTAL RESIDENTIAL SERVICE DEMAND	**850,320 Hours**
	68.6% of Total

Table 3. Proportionate Share Methodology (Part 2 of 2)

Commercial Land Use Service Demand	
Non-Working Residents	
Total Population	**49,643**
Less: Working Residents	23,757
Non-Working Residents	**25,886**
Daily Hourly Service Demand	4 Hours
Non-Resident Service Demand	**103,545 Hours**
In Commuter Employees	
Total Jobs	**30,221**
Multiple Job Holders	5.60% of total
Less: Multiple Job Holders	1,692
Total Employment	**28,529**
Live/Work Employees	8.2% of total
Less: Live Work Employees	**2,339**
In Commuter Employees	**26,189**
Daily Hourly Service Demand	10 Hours
Out Commuter Service Demand	**261,893 Hours**
Live/Work Employees	
Total Jobs	**30,221**
Multiple Job Holders	5.60%
Less: Multiple Job Holders	1,692
Total Employment	**28,529**
In Commuter Employees	91.8% of total
Less: In Commuter Employees	26,189
Live/Work Employees	**2,339**
Daily Hourly Service Demand	10 Hours
Out Commuter Service Demand	**23,393 Hours**
TOTAL EMPLOYMENT SERVICE DEMAND	**388,832 Hours**
	31.4% of Total

Existing Land Use

Estimates of existing land use are used for forecasting vehicle trips for the transportation impact fees. The total nonresidential square footage in Littleton is also used to calculate the nonresidential impact fees for all fee categories except transportation. As shown in **Table 5**, the City has an estimated 21,148 housing units as reported by the State Demographer (Department of Local Affairs). The distribution of homes by unit type were estimated from the American Community Survey 5-year averages for Littleton. Nonresidential land use data was compiled by City of Littleton GIS staff and EPS from Arapahoe, Jefferson, and Douglas County Assessor tax parcel databases. As shown, there are an estimated 10.3 million square feet of nonresidential development in Littleton.

Table 5. Existing Land Use

Land Use Type	Units or Sq. Ft.	Source
Residential		
Single-Family	10,441	ACS % X DOLA
Multi-Family & Attached	10,267	ACS % X DOLA
Mobile Home & Other	440	ACS % X DOLA
Total Units	**21,148**	DOLA
Non-Residential Sq. Ft.	**10,298,897**	

Source: Economic & Planning Systems

Household Size

All residential impact fees except transportation begin with a per capita calculation. In order to convert the impact fee to a fee per housing unit consistent with the City's building code, the average household size for single family detached and multiple family dwelling units are used. The City's code defines multifamily dwelling units as a building structurally divided into two (2) or more separate dwelling units. For multiple dwelling units, the average household size for single family attached and multifamily units was calculated from the U.S. Census Public Use Microsample data (PUMS) for PUMS area 820 which aligns closely with the City's boundary. The average household size is estimated at 2.60 for single family units and 1.71 for multiple dwelling units as shown in **Table 6**.

Table 6. Household Size Estimates

Unit Type	Average
Single Family Detached	2.60
Multiple Dwelling	1.71

Source: Economic & Planning Systems analysis of US Census Public Use Microsample Data (2019 1-Year Sample)

3. Police Impact Fee

This chapter documents the level of service, replacement cost estimates, cost allocations, and other calculations used to update to the Police Impact Fee. The Department consists of two divisions; Patrol, and Investigations/Support Services, and is responsible for public safety in the community as well as the safe flow of traffic in and through the community. The department accomplishes this by focusing on the core functions of Patrol and Investigations/Support Services. The Patrol Division oversees all emergency responses and non-emergency calls 24 hours a day, seven days a week in the City of Littleton. Each patrol team comprising of officers, a corporal, and a sergeant, patrol the streets of the city to protect neighborhoods and businesses from criminal activity and to address quality of life issues.

The Investigations Division investigates all felony crimes committed in the City of Littleton. The division is staffed with detectives, a sergeant and a commander. The division is further supplemented by lab technicians who process all major crime scenes and are responsible for all items of evidence and property until the courts determine a resolution.

Level of Service Definition

The total replacement cost of Police Department facilities is estimated at $6.1 million, as shown in **Table 7**. This value is attributed to the Police Administration/ Operations building and contents. The total area of this facility is estimated at 16,000 square feet which translates to a total value of $378 per square foot.

Table 7. Police Facilities Inventory and Replacement Cost

Description	Replacement Value [1]	% of Total
Police	**$6,050,478**	**100%**
Police Administration/Operations (building)	$4,943,744	82%
Police Administration/Operations (contents)	$867,895	14%
Service Center Armored Car, Comm Veh & Police storage Building #4 (Bldg)	$231,800	4%
Service Center Armored Car, Comm Veh & Police storage Building #4 (contents)	$7,039	0%
Total Building Area	16,000	
Per SF	$378	

[1] 2019 Estimate

Source: City of Littleton; Economic & Planning Systems

The Police Department has 68 items of fleet and equipment in its LOS, summarized in **Table 8**. These primarily include various vehicles necessary for the department to maintain its LOS. The total replacement cost of these items is $5.1 million, which includes both the replacement cost of the vehicle and the cost of the patrol and safety equipment needed to put each vehicle into service.

Table 8. Police Vehicle Major Fleet Inventory and Replacement Cost (Part 1 of 2)

Description	Replacement Cost [1]	Equipment	Total
2018 CHEVROLET TAHOE 4X4	$62,430	$15,000	$77,430
2015 FORD INTERCEPTOR SUV	$62,430	$15,000	$77,430
2015 FORD INTERCEPTOR SUV	$62,430	$15,000	$77,430
2014 FORD ESCAPE	$39,190	$0	$39,190
2013 FORD F1504X4 EC	$62,430	$15,000	$77,430
2019 CHEVROLET TAHOE 4X4	$62,430	$0	$62,430
2015 JEEP GRAND CHEROKEE	$62,430	$0	$62,430
2019 CHEVROLET TAHOE 4X4	$62,430	$15,000	$77,430
2014 FORD EXPEDITION	$62,430	$15,000	$77,430
2018 CHEVROLET IMPALA	$39,190	$0	$39,190
2016 FORD INTERCEPTOR SUV	$62,430	$15,000	$77,430
2016 FORD EXPEDITION	$62,430	$15,000	$77,430
2019 CHEVROLET TAHOE 4X4	$62,430	$15,000	$77,430
2018 CHEVROLET TAHOE 4X4	$62,430	$15,000	$77,430
2019 CHEVROLET TAHOE 4X4	$62,430	$15,000	$77,430
2020 CHEVROLET TAHOE 4X4	$62,430	$15,000	$77,430
2019 CHEVROLET TAHOE 4X4	$62,430	$15,000	$77,430
2019 CHEVROLET TAHOE 4X4	$62,430	$15,000	$77,430
2013 FORD FUSION HYBRID	$41,530	$0	$41,530
2008 CHEVROLET EQUINOX	$41,530	$0	$41,530
2014 FORD ESCAPE	$41,530	$0	$41,530
2014 FORD ESCAPE	$41,530	$0	$41,530
2008 CHEVROLET EQUINOX	$41,530	$0	$41,530
2015 FORD INTERCEPTOR SED	$41,530	$15,000	$56,530
2015 FORD INTERCEPTOR SED	$41,530	$15,000	$56,530
2016 FORD EDGE	$41,530	$0	$41,530
2016 FORD EDGE	$41,530	$0	$41,530
2016 JEEP LATITUDE	$41,530	$0	$41,530
2016 JEEP LATITUDE	$41,530	$0	$41,530
2020 CHEVROLET TAHOE 4X4	$62,430	$15,000	$77,430
2014 POLARIS RNGR800	$27,750	$0	$27,750
2020 CHEVROLET TAHOE 4X4	$62,430	$15,000	$77,430
2018 CHEVROLET TAHOE 4X4	$62,430	$15,000	$77,430
2018 CHEVROLET TAHOE 4X4	$62,430	$15,000	$77,430

[1] 2020 Estimate

Source: City of Littleton; Economic & Planning Systems

Table 7. Police Vehicle Major Fleet Inventory and Replacement Cost (Part 2 of 2)

Description	Replacement Cost [1]	Equipment	Total
2018 CHEVROLET TAHOE 4X4	$62,430	$15,000	$77,430
2018 CHEVROLET TAHOE 4X4	$62,430	$15,000	$77,430
2018 CHEVROLET TAHOE 4X4	$62,430	$15,000	$77,430
2018 CHEVROLET TAHOE 4X4	$62,430	$15,000	$77,430
2019 CHEVROLET TAHOE 4X4	$62,430	$15,000	$77,430
2017 FORD INTERCEPTOR SUV	$62,430	$15,000	$77,430
2016 FORD INTERCEPTOR SUV	$62,430	$15,000	$77,430
2017 FORD INTERCEPTOR SUV	$62,430	$15,000	$77,430
2016 FORD INTERCEPTOR SUV	$62,430	$15,000	$77,430
2016 FORD INTERCEPTOR SUV	$62,430	$15,000	$77,430
2017 FORD INTERCEPTOR SUV	$62,430	$15,000	$77,430
2017 FORD INTERCEPTOR SUV	$62,430	$15,000	$77,430
2012 CHEVROLET CAPRICE	$62,430	$15,000	$77,430
2018 CHEVROLET TRAX	$37,212	$0	$37,212
2019 FORD F550	$427,650	$0	$427,650
2015 FORD INTERCEPTOR SED	$62,430	$15,000	$77,430
2009 CHEVROLET TAHOE 4X4	$62,430	$15,000	$77,430
2015 MPH SPD MONITR	$14,740	$0	$14,740
2016 DODGE CHARGER	$62,430	$15,000	$77,430
2016 DODGE CHARGER	$62,430	$15,000	$77,430
2017 FORD INTERCEPTOR SUV	$62,430	$15,000	$77,430
2014 FORD INTERCEPTOR SUV	$62,430	$15,000	$77,430
2014 FORD INTERCEPTOR SUV	$62,430	$15,000	$77,430
2014 FORD INTERCEPTOR SUV	$62,430	$15,000	$77,430
2016 FORD INTERCEPTOR SUV	$62,430	$15,000	$77,430
2019 CHEVROLET TAHOE 4X4	$62,430	$15,000	$77,430
2019 CHEVROLET TAHOE 4X4	$62,430	$15,000	$77,430
2018 CHEVROLET TAHOE 4X4	$62,430	$15,000	$77,430
2015 PACE AMERICAN OB610SIZ	$4,275	$0	$4,275
2008 FORD E-250	$39,650	$20,000	$59,650
2000 MPH SPD MONITR	$14,740	$0	$14,740
1999 CLASSIC TRAILER	$3,230	$0	$3,230
2004 HAULMARK TS6X10DS2	$3,230	$0	$3,230
2002 FREIGHTLNR MT-55	$420,000	$45,000	$465,000
Total	**$4,337,037**	**$740,000**	**$5,077,037**

[1] 2020 Estimate

Source: City of Littleton; Economic & Planning Systems

Impact Fee Calculation

Cost Allocation

To allocate police services to residential and commercial land uses, EPS used call for service data provided by the City. In 2019, the Police Department had a total of 52,000 calls for service, as shown in **Table 9**. Of these calls, approximately 65 percent were attributed to residential uses and 35 percent were attributed to nonresidential land uses.

Table 9. Police Calls for Service by Land Use

Area	Amount
Total Calls for Service	**52,000**
Total Residential Calls	**33,712**
% of Total	*64.8%*
Total Commercial Calls	**18,288**
% of Total	*35.2%*

Source: City of Littleton; Economic & Planning Systems

Fee Calculation

The next step in the fee calculation is converting the replacement cost to a cost per capita for residential land uses and a cost per square foot for nonresidential land uses. Accounting for the replacement cost of facilities and contents, equipment, and outstanding debt principal amount results in a total replacement value of $10.6 million for the Police Department, as shown in **Table 10**. Based on the call for service methodology outlined above, costs attributed to residential uses are estimated at $6.9 million or $142.52 per resident. Costs attributed to nonresidential uses are estimated at $3.7 million, which equates to an impact fee of $0.36 per square foot.

Table 10. Police Replacement Cost Per Capita and Per Sq. Ft.

Description	Factor	Amount
Replacement Cost		
Facilities and Contents		$6,050,478
Equipment		$5,077,037
Less: Outstanding Debt Principal Amt. [1]	75.0%	-$544,731
Subtotal		**$10,582,784**
Land Use Allocation [2]		
Residential	64.8%	$6,860,900
Non-Residential	35.2%	$3,721,884
Subtotal	**100.0%**	**$10,582,784**
Residential Cost per Capita	48,140	**$142.52**
Non-Residential Cost per Sq. Ft.	10,298,897	**$0.36**

[1] Radio Replacement Capital Lease. 75% attributed to the Police Department and 25% attributed to Public Works.
[2] Residential and non-residential distribution is based on calls for service
Source: City of Littleton; Economic & Planning Systems

At $142.52 per capita, a single family home with an average household size of 2.60 has a maximum police impact fee of $370.81 as shown in **Table 11**. The maximum fee for a multiple dwelling unit is $243.32.

Table 11. Police Impact Fee Calculation

Description	Factor	Impact Fee
Cost per Capita	**$142.52**	
By Unit Type		
Single Family	2.60	$370.81
Multiple Dwelling	1.71	$243.32

Source: Economic & Planning Systems

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4. General Facilities and City Fleet

Impact fees are also collected to fund facility expansions for general government purposes such as office space for City staff, facilities maintenance buildings, and courts and justice functions. As the City grows, the space needs for these support functions also grows. Impact fees will be used to maintain the current level of service, expressed as the replacement cost of its major facilities. This fee study adds the general facilities fleet public works fleet replacement cost to the level of service to be maintained with impact fees. The City's fleet of vehicles and maintenance equipment is used to maintain roads, parks and public spaces, and buildings.

This Chapter contains two sections addressing the fee components for General Facilities and General Fleet, and Public Works Fleet. At the end of the Chapter, the fee components are combined into a single facilities and City fleet impact fee.

General Facilities and General Fleet

Level of Service Definition

The total replacement cost for the City's general facilities is estimated at $43.1 million, as shown in **Table 12**. The total facility value is based on the City's insurance data and is primarily attributed to the City Center building ($23.0 million), the Courthouse building ($6.9 million), the Service Center building ($4.9 million), and the Fleet Maintenance building ($3.7 million). Based on a total combined building area of just under 173,000 square feet, this translates to a total value of $249 per square foot.

Table 12. General Facilities Replacement Cost

Description	Replacement Value [1]	% of Total
City Center	**$23,027,526**	**53%**
City Center (Building) *	$20,024,100	46%
City Center (Contents) *	$3,003,426	7%
Bemis House	**$372,600**	**1%**
Bemis House - Garage	$34,200	0%
Bemis House - Residence	$338,400	1%
Courthouse	**$6,848,298**	**16%**
Courthouse (Bldg)	$5,916,500	14%
Courthouse (contents)	$931,798	2%
Fleet Maintenance	**$3,686,464**	**9%**
Fleet Maintenance Shop Bldg 5 (building)	$2,703,800	6%
Fleet Maintenance Shop Bldg 5 (contents)	$942,469	2%
Fleet Storage Shed (building)	$22,100	0%
Fleet Storage Shed (contents)	$18,095	0%
Public Service Center	**$2,825,370**	**7%**
Public Service Center - Building #2 (Bldg)	$1,682,400	4%
Public Service Center - Building #2 (Contents)	$1,142,970	3%
Service Center	**$4,954,983**	**12%**
Service Center - Building & Grounds Building #3 (Bldg)	$811,600	2%
Service Center - Building & Grounds Building #3 (Contents)	$280,956	1%
Service Center - Fueling Station (building)	$125,500	0%
Service Center - Fueling Station (contents)	$60,750	0%
Service Center - Open/Closed Storage West Side (Bldg)	$269,400	1%
Service Center - Open/Closed Storage West Side (Contents)	$77,940	0%
Service Center - Salt and Sand Storage (building)	$311,600	1%
Service Center - Salt and Sand Storage (contents)	$19,571	0%
Service Center Offices Building #1 (Bldg)	$2,288,200	5%
Service Center Offices Building #1 (Contents)	$709,466	2%
Other	**$1,350,986**	**3%**
South Platte Maintenance Shop (building)	$77,900	0%
South Platte Maintenance Shop (contents)	$3,392	0%
Storage Canopy / Vehicle Storage	$365,600	1%
City Center Pedestrian Bridge	$281,000	1%
Geneva Village Irrigation Pump Vault	$201,600	0%
Jamison Entrance Structure	$278,600	1%
Covered Loading Dock/Canopy - East Side (building)	$138,000	0%
Covered Loading Dock/Canopy - East Side (contents)	$4,894	0%
Total	**$43,066,227**	**100%**
Total Adminstration Building Area	172,949	
Per SF	$249	

[1] 2019 Estimate

Source: City of Littleton; Economic & Planning Systems

The City has 79 items of general fleet and equipment in its LOS, summarized in **Table 13** (on following three tables). These primarily include various vehicles and heavy equipment necessary to provide services ranging from Building Maintenance, Engineering, Grounds Maintenance, Garage, Sanitation, and Storm Sewer. The total replacement cost of these items is estimated at $3.4 million.

Table 13. General Facilities Fleet Inventory and Replacement Cost (Part 1 of 3)

Description	Replacement Cost
Garage	**$179,980**
2015 FORD EXPEDITION	$62,430
2003 HYSTER H50XM	$30,420
2009 FORD ESCAPE HYBRID	$34,350
1996 CHEVROLET K3500	$44,600
2003 MILLER NT 250	$4,950
2003 QUINCY QTG-30K13	$3,230
Building Maintenance	**$456,305**
1989 ONAN 15HC-4XR8/45A	$55,000
2012 KOHLER RE2JEQZJE	$75,775
2018 CHEVROLET 1500 4X4	$43,760
2014 FORD INTERCEPTOR SUV	$62,430
2016 FORD F1504X4 EC	$38,000
2018 CHEVROLET 1500 4X4	$45,000
2011 FORD F350 XC	$42,500
2016 FORD TRANSIT	$46,870
2000 HONDA EM5000SXK2A	$5,500
2004 US CARGO USC816TA2	$10,500
2003 JACKSON TRAILER	$3,250
2004 JGL 2032E2	$16,500
2016 GENIE AWP20SAC	$11,220
Engineering	**$188,020**
2008 FORD ESCAPE HYBRID	$34,350
2012 FORD F150 EC	$37,650
2003 FORD F250 EC	$40,720
2018 FORD F1504X4 EC	$37,650
2012 FORD F150 EC	$37,650

[1] 2019 Estimate

Source: City of Littleton; Economic & Planning Systems

Table 12. General Facilities Fleet Inventory and Replacement Cost (Part 2 of 3)

Description	Replacement Cost
Grounds Maintenance	**$2,530,125**
2013 CHEVROLET K2500	$57,800
2019 FORD F250 4x4	$68,125
2015 FORD F250 4x4	$37,570
2015 FORD F250	$47,750
2019 FORD F150 4X4	$43,048
2015 FORD F250 4x4	$60,842
2013 CHEVROLET K2500	$57,382
2016 FORD F250 4x4	$49,871
2016 FORD F250 4x4	$49,696
2016 AIR-FLO MSS	$4,708
2015 FORD F250	$40,459
2015 FORD F250	$33,340
2007 FORD F-450	$50,319
2005 FORD F-450	$50,566
2017 FORD TRANSIT	$49,661
2011 FORD F350	$52,122
2016 AIR-FLO PSV-8H	$8,500
2006 SCAG STHM-23CV	$10,612
2015 SCAG TURF TIGER	$14,020
2012 VENTRAC 4200	$27,860
2019 VENTRAC KY400	$7,146
2012 VENTRAC KD482	$1,750
2002 STEINER MOW DECK	$3,465
2002 STEINER EDGER	$945
2002 STEINER SPRAYER	$4,410
2002 STEINER STUMP CUTR	$2,380
2002 STEINER 54'BROOM	$4,130
2006 BUCK TRAILER	$2,723
2017 HONDA FOURTRAXRANCHER	$14,384
2018 ECHO EE 11-14	$2,597
2015 WALKER T30i	$25,134
2002 VERMEER 1400BC	$33,393
2013 SULLAIR 185DPQ CAI4	$21,750
2019 BOBCAT S550	$8,680
2013 BOBCAT SB200	$5,183
2019 TORO Z MASTER 6000	$21,540
2016 TORO Z MASTER 6000	$16,014
2017 TORO Z MASTER 6000	$16,554
2003 SUPERIOR 2PT6M-T	$5,152
2015 SILVER FOX 6.6X14 UTILITY	$6,007
2015 SILVER FOX 6.6X18 LANDSCAP	$7,478
2015 SILVER FOX 6.6X18 LANDSCAP	$7,793
2002 CHEVROLET K1500	$30,107
2008 HONDA EM5000SXK2A	$2,562
2003 FORD F550	$118,063

[1] 2019 Estimate

Source: City of Littleton; Economic & Planning Systems

Table 12. General Facilities Fleet Inventory and Replacement Cost (Part 3 of 3)

Description	Replacement Cost
Sanitation	**$1,346,536**
2016 FORD F2504X4 EC	$50,025
2016 FORD F350	$79,778
2019 FORD E-450	$309,739
2020 FORD F-450	$108,261
1992 SDP E-600	$22,876
2018 IHC/VACTOR VA 850	$503,500
1996 IHC 2654 6X4	$269,794
2008 HONDA EM5000SXK2A	$2,562
Storm Sewer	**$41,155**
2020 CHEVROLET 2500	$41,155
Total	**$3,395,585**

[1] 2019 Estimate
Source: City of Littleton; Economic & Planning Systems

General Facilities and Fleet Fee Component

Cost Allocation

EPS utilized the proportionate share methodology to allocate facility, fleet, and equipment replacement costs associated with general facilities (described in greater detail in previous sections of this report). This methodology reflects the demand placed on City services by residential and nonresidential development types and allocates costs proportionally.

Fee Component

The calculation of the facilities and fleet and equipment component accounts for the total replacement costs of $43.1 million, equipment replacement costs of $3.4 million and the outstanding debt principal amount of $990,000, which is attributed to the Courthouse. Outstanding debt is removed because it will be paid with property and sales tax generated by new and existing residents. It would be double charging to include that value in the replacement cost values.

Approximately 68 percent of costs or $30.9 million are attributed to residential uses, while 32 percent or $14.5 million are attributed to commercial uses, as shown in **Table 14**. Based on a total population of 48,140, the total residential cost per capita is estimated at $643.55 per person. Total commercial area is estimated at 10.3 million square feet, which results in a commercial or nonresidential cost of $1.41 per square foot.

Table 14. General Facilities and Fleet Replacement Cost Per Capita and Per Sq. Ft.

Description	Factor	Amount
Replacement Cost		
Facilities and Contents		$43,066,227
Equipment		$3,395,585
Less: Outstanding Debt Principal Amt. (Courthouse)		-$990,000
Subtotal		**$45,471,812**
Land Use Allocation [1]		
Residential	68.1%	$30,980,589
Non-Residential	31.9%	$14,491,223
Subtotal	**100.0%**	**$45,471,812**
Residential Cost per Capita	48,140	**$643.55**
Non-Residential Cost per Sq. Ft.	10,298,897	**$1.41**

[1] Proportionate Share methodology
Source: City of Littleton; Economic & Planning Systems

For a single family home, the fee per unit is estimated at $1,674.42 based on an average household size of 2.60 as shown in **Table 22**. The fee per unit for multiple dwelling units is $1,098.72 per unit based on an average household size of 1.71.

Table 15. General Facilities Impact Fee Component

Description	Factor	Impact Fee
Cost per Capita	**$643.55**	
By Unit Type		
Single Family	2.60	$1,674.42
Multiple Dwelling	1.71	$1,098.72

Source: Economic & Planning Systems

Public Works Fleet Component

This chapter documents the impact fee calculations for City of Littleton's Public Works Fleet. This accounts for vehicles that the Public Works Department has acquired and actively maintains. The majority of these vehicles are necessary for street and traffic maintenance.

Level of Service Definition

The level of service to be maintained with impact fees is defined as the replacement cost of the Public Works fleet. The Public Works Fleet replacement cost is summarized in **Table 16** (on the following two tables). The total replacement cost reflects a range of vehicle types and is estimated $6.9 million.

Table 16. Public Works Fleet Replacement Cost (Part 1 of 2)

Description	Replacement Cost
2013 FORD F1504X4 EC	$35,956
2019 FORD F2504X4 EC	$54,665
2003 FORD F2504X4 EC	$32,533
2006 CHEVROLET 2500	$30,187
2013 FORD F350	$58,582
2007 FORD F-450	$52,179
2002 TANK FUEL	$0
2015 FORD F350 4X4	$70,972
2013 FORD F350	$54,242
2012 NISSAN UD3300	$107,378
2012 NISSAN RA400	$0
2003 IHC 7400 6X4	$196,328
2015 HIWAY 3020XT	$41,664
2019 IHC 7400 4X2	$315,744
2018 WHACKER NEUSON 1550 AW	$0
2015 IHC 5900i	$316,690
2013 IHC 7600	$279,954
2013 IHC 7600	$306,156
2007 IHC 7600	$231,467
2010 HIWAY E3020-14	$43,067
1989 IHC DUMP 6 YDS	$53,648
2017 NAVISTAR 7400 4X2	$267,335
2017 HENKE HXC 2000	$0
2019 IHC HX620	$369,639
2017 NAVISTAR 7400 4X2	$266,113
2017 HENKE HXC 2000	$0

[1] 2020 Estimate

Source: City of Littleton; Economic & Planning Systems

Table 15. Public Works Fleet Replacement Cost (Part 2 of 2)

Description	Replacement Cost
2009 LEE-BOY 8510R	$206,406
2020 IHC HV507	$291,770
2012 MBW AP2000	$2,797
2016 WHACKER NEUSON WP1550AW	$2,835
2000 WAUSAU K-3	$0
2008 ETNYRE MU-600	$51,002
2013 WHACKER NEUSON RD12A	$30,746
1998 BILLY GOAT GRAZOR	$1,050
2007 CRAFCO SUPER 125	$51,286
2009 HOTSY 1.110-567.0	$12,593
2019 SULLAIR 185DPQ KU4F	$30,765
1999 E-Z LIFT 50'	$36,470
2020 BOBCAT S66	$6,773
2017 BOBCAT 24" PLANER	$17,494
2011 BOBCAT SB240	$10,351
2020 BOBCAT BC68	$6,714
2018 IHC 4300	$359,274
2018 TYMCO 600-BAH	$0
2019 IHC 4300	$381,301
2019 TYMCO 600-BAH	$0
2019 IHC 4300	$381,262
2019 TYMCO 600-BAH	$0
2011 ELGIN PELICAN	$229,451
1999 INGERSOLL DD-70	$101,595
2020 CASE 580SN	$158,137
2003 INGERSOLL DD-70	$101,595
2006 JOHN DEERE 624J	$224,949
2000 CAT 143H	$262,448
2002 JOHN DEERE 410G	$124,558
2013 ARTIC SHARK AS-DA1002	$56,168
2015 SILVER FOX 6.6X12 UTILITY	$6,007
2009 FELLING FT-24-T	$25,171
2004 SUPERIOR 2PT6M	$5,166
2014 WANCO WVTM	$20,257
2014 WANCO WVTM	$20,257
2012 PARKER SA8314	$4,153
2012 FORD F350	$61,347
2007 EDCO CPU10FC-20H	$0
2005 RU2 SYSTEMS FAST 800	$8,400
2017 FORD F550 EC	$172,541
2013 TITAN 8950	$10,404
2015 DIAMOND CC3500J	$20,027
2006 CHEVROLET W5500	$58,226
2006 M-B COMPANIES M-B 127P	$216,013
2008 GRACO LL IV	$8,670
2006 JEEP LIBERTY	$33,500
Total	**$6,994,430**

[1] 2020 Estimate

Source: City of Littleton; Economic & Planning Systems

Public Works Fleet Fee Component

Cost Allocation

EPS utilized the proportionate share methodology to allocate Public Works Fleet replacement costs to residential and nonresidential uses. This methodology reflects the demand placed on City services by residential and commercial development types and allocates costs proportionally as explained in Chapter 2.

Public Works Fleet Fee Component

Public Works fleet has a replacement cost of nearly $7.0 million as shown in **Table 17,** but has $181,577 in outstanding debt (radio equipment capital lease) which is deducted from the level of service. Approximately 68 percent of net replacement costs are attributed to residential uses at $4.6 million. Public Works Fleet replacement costs attributed to commercial uses are estimated at 31.9 percent of total net costs at $2.2 million. Based on a total population of 48,140, the residential cost per capita is estimated at $96.42 per person. Total nonresidential development is estimated at 10.3 million square feet, which results in a nonresidential impact fee of $0.21 per square foot.

Table 17. Public Works Fleet Replacement Cost Per Capita and Per Sq. Ft.

Description	Factor	Amount
Replacement Cost		
Equipment		$6,994,430
Less: Outstanding Debt Principal Amt. [1]	25.0%	-$181,577
Subtotal		**$6,812,853**
Land Use Allocation [2]		
Residential	68.1%	$4,641,693
Non-Residential	31.9%	$2,171,160
Subtotal	**100.0%**	**$6,812,853**
Residential Cost per Capita	48,140	**$96.42**
Non-Residential Cost per Sq. Ft.	10,298,897	**$0.21**

[1] Radio Replacement Capital Lease. 75% attributed to the Police Department and 25% attributed to Public Works.

[2] Proportionate Share methodology

Source: City of Littleton; Economic & Planning Systems

The impact fee for a single family home is $250.87 based on an average household size of 2.60, as shown in **Table 18**. The estimated fee per unit for multiple dwelling units is estimated at $164.62 per unit based on an average household size of 1.71.

Table 18. Public Works Fleet Impact Fee Component

Description	Factor	Impact Fee
Cost per Capita	**$96.42**	
By Unit Type		
Single Family	2.60	$250.87
Multiple Dwelling	1.71	$164.62

Source: Economic & Planning Systems

General Facilities and City Fleet Fee

In this section, the impact fee components for general facilities, general fleet, and public works fleet are combined into one impact fee. This impact fee reflects the proportionate share of the cost to maintain the current level of service that new development would pay. As shown in **Table 19**, the total fee for single family detached homes is $1,925 per unit and $1,263 for multiple dwelling units. The total nonresidential impact fee is $1.62 per square foot.

Table 19. General Facilities and City Fleet Impact Fee

Land Use and Fee Component	Impact Fee	
Single Family Detached		
General Facilities & General Fleet	$1,674.42	
Public Works Fleet	$250.87	
Total Impact Fee	**$1,925.29**	***per unit***
Multiple Dwelling Units		
General Facilities & General Fleet	$1,098.72	
Public Works Fleet	$164.62	
Total Impact Fee	**$1,263.34**	***per unit***
Non-Resential		
General Facilities & General Fleet	$1.41	
Public Works Fleet	$0.21	
Total Impact Fee	**$1.62**	***per sq. ft.***

Source: Economic & Planning Systems

5. Library

This chapter documents the impact fee calculations for City of Littleton's Edwin A. Bemis Public Library. The Bemis Public Library is responsible for meeting the informational, educational, recreational, and cultural needs of Littleton citizens. The library provides services that range from the acquisition of library materials in a variety of formats, access to online resources via the Internet, circulation and reference services, interlibrary loan activities, delivery service to the homebound, creative programs and activities for all age groups, and participation in the Colorado Library Card Program.

Level of Service Definition

The total replacement cost of Library facilities is estimated at $12.7 million, as shown in **Table 20**. Approximately $7.2 million of the total facility is attributed to the building, while $5.4 million is attributed to the building's contents. The area of facility is estimated at 36,195 square feet, which translates to a total value of $351 per square foot.

Table 20. Library Facilities Inventory and Replacement Cost

Description	Replacement Value [1]	% of Total
Library	**$12,697,979**	**100%**
Library (building)	$7,235,300	57%
Library (contents)	$5,440,239	43%
Literature storage (building)	$14,900	0%
Literature storage (contents)	$7,540	0%
Total Building Area	36,195	
Value per SF	$351	

[1] 2019 Estimate

Source: City of Littleton; Economic & Planning Systems

Impact Fee Calculation

Cost Allocation

One hundred percent of the services provided by the Library have been allocated to residential development. This reflects the fact that the vast majority of visitors to the Library are city residents and is the most direct nexus between the services provided by the Library and the cost of those services.

Fee Calculation

Based on the estimated total population in the City of 48,140 and a total Library replacement cost of $12.7 million, the residential cost per capita for the Library is estimated at $263.77, as shown in **Table 21**.

Table 21. Library Replacement Cost Per Capita

Description	Factor	Amount
Replacement Cost		
Facilities and Contents		$12,697,979
Less: Outstanding Debt Principal Amt.		$0
Subtotal		**$12,697,979**
Land Use Allocation		
Residential	100.0%	$12,697,979
Non-Residential	0.0%	$0
Subtotal	**100.0%**	**$12,697,979**
Residential Cost per Capita	48,140	**$263.77**
Non-Residential Cost per Sq. Ft.	10,298,897	**$0.00**

Source: City of Littleton; Economic & Planning Systems

For a single family home, the impact fee per unit is $686.29 based on an average household size of 2.60 as shown in **Table 22**. Based on an average household size of 1.71 persons per household, the impact fee per unit for multiple dwelling units is calculated at $450.33.

Table 22. Library Impact Fee Calculation

Description	Factor	Impact Fee
Cost per Capita	**$263.77**	
By Unit Type		
Single Family	2.60	$686.29
Multiple Dwelling	1.71	$450.33

Source: Economic & Planning Systems

6. Museum

This chapter documents the impact fee calculations for City of Littleton's Museum. The Littleton Museum is located on 40 acres adjacent to Ketring Lake and includes three exhibition galleries, a children's interactive gallery, research center, lecture hall, and two 19th-century living history farm sites.

Level of Service Definition

The Museum facility replacement cost and additional Museum related costs, such as the Art's Collection Center, the Depot Arts Center, the Fine Arts Collection, are shown in **Table 23** on the following two pages. The total replacement cost of all Museum related facilities is estimated at $30.9 million (second half of table).

Table 23. Museum Facilities Inventory and Replacement Cost (Part 1 of 2)

Description	Replacement Value [1]	% of Total
Museum	**$10,250,764**	**33%**
Museum (building)	$8,475,000	27%
Museum (contents)	$376,987	1%
Museum - 1860's Corncrib	$17,000	0%
Museum - 1860's Log Bridge	$24,500	0%
Museum - 1860's Outhouse	$5,566	0%
Museum - 1890's Chicken House	$18,400	0%
Museum - 1890's Corncrib	$6,200	0%
Museum - 1890's Outhouse	$8,971	0%
Museum - 1960's Pig Sty	$35,200	0%
Museum - Barn	$155,800	1%
Museum - Bemis House (building)	$167,800	1%
Museum - Bemis House (contents)	$21,318	0%
Museum - Blacksmith House (building)	$85,900	0%
Museum - Blacksmith House (content)	$9,787	0%
Museum - Farm Barn	$88,500	0%
Museum - Gazebo (building)	$42,000	0%
Museum - Gazebo (contents)	$13,865	0%
Museum - Horse Shed	$19,700	0%
Museum - Icehouse/Barn	$76,800	0%
Museum - Interperators Den (building)	$260,300	1%
Museum - Interperators Den (contents)	$107,132	0%
Museum - McBroom Loghouse (building)	$93,400	0%
Museum - McBroom Loghouse (contents)	$4,076	0%
Museum - School House (building)	$38,800	0%
Museum - School House (contents)	$4,162	0%
Museum - Sheep House	$62,900	0%
Museum - Tool Shed	$24,500	0%
Museum - Windmill	$6,200	0%
Museum Total	**$10,250,764**	**33%**
Total Building Area	31,850	
Per SF	$322	

[1] 2019 Estimate

Source: City of Littleton; Economic & Planning Systems

Table 21. Museum Facilities Inventory and Replacement Cost (Part 2 of 2)

Description	Replacement Value [1]	% of Total
Arts Collection Center	**$2,629,805**	**9%**
Arts Collection Center - Gray Elephant (building)	$1,976,900	6%
Arts Collection Center - Gray Elephant (contents)	$652,905	2%
Caretaker Residence	**$400,398**	**1%**
Caretaker Residence (building)	$367,500	1%
Caretaker Residence (contents)	$32,898	0%
Den Shed	**$34,946**	**0%**
Den Shed (building)	$4,787	0%
Den Shed (contents)	$30,159	0%
Depot Arts Center	**$268,398**	**1%**
Depot Arts Center - Outhouse (building)	$11,100	0%
Depot Arts Center - Outhouse (contents)	$2,447	0%
Depot Arts Center (Building)	$232,700	1%
Depot Arts Center (Contents)	$22,151	0%
Greenhouse	**$10,208**	**0%**
Greenhouse (building)	$8,700	0%
Greenhouse (contents)	$1,508	0%
Town Hall Arts Center	**$4,287,665**	**14%**
Town Hall Arts Center - Theater (building)	$4,021,200	13%
Town Hall Arts Center - Theater (contents)	$266,465	1%
Other	**$789,577**	**3%**
Animal Care Shelter	$37,000	0%
Horse Barn	$352,500	1%
Pump House - Exhibition	$1,898	0%
Railroad Car/Caboose	$42,600	0%
Schoolhouse Outhouse	$1,479	0%
World War II Memorial	$163,300	1%
Exhibition Bridge	$56,100	0%
Greenhorn Grove Fishing Dock	$91,400	0%
Chicken Coop/Equipment (1860's)	$43,300	0%
Fine Arts Collection	**$12,218,850**	**40%**
Estimate of Value	$12,218,850	40%
Total	**$30,922,783**	**100%**

[1] 2019 Estimate

Source: City of Littleton; Economic & Planning Systems

Impact Fee Calculation

Cost Allocation

All of the services provided by the Museum are allocated to residential land uses. However, because the Museum serves a wider regional audience, only a portion of total costs are attributed to City residents and included in the impact fee level of service. Previously collected survey data indicate that 42 percent of facility visitors are non-Littleton residents. As a result, this analysis only accounts for the share of museum patronage that is made up of city residents (58 percent or $16.7 million of the replacement cost estimate).

Fee Calculation

Net replacement cost for the Museum is estimated at $28.8 million, which reflects a total replacement cost of $30.9 million and an outstanding debt principal balance of $2.085 million, as shown in **Table 24**. Based on the population in the City of 48,140, the residential cost per capita for the Museum is estimated at $347.44.

Table 24. Museum Replacement Cost Per Capita

Description	Factor	Amount
Replacement Cost		
Facilities and Contents		$30,922,783
Equipment		$0
Less: Outstanding Debt Principal Amt.		-$2,085,000
Subtotal		**$28,837,783**
Local Allocation [1]	58.0%	**$16,725,914**
Land Use Allocation		
Residential	100.0%	$16,725,914
Non-Residential	0.0%	$0
Subtotal	**100.0%**	**$16,725,914**
Residential Cost per Capita	48,140	**$347.44**
Non-Residential Cost per Sq. Ft.	10,298,897	**$0.00**

[1] Survey data gathered by the City indicate that 42 percent of facility visitors are non-Littleton residents ad 58 percent of visitors are Littleton residents.

Source: City of Littleton; Economic & Planning Systems

The resulting impact fee for a single family home is $903.99 based on an average household size of 2.60, as shown in **Table 22**. The fee per unit for multiple dwelling units is estimated at $593.18 per unit based on an average household size of 1.71.

Table 25. Museum Impact Fee Calculation

Description	Factor	Impact Fee
Cost per Capita	**$347.44**	
By Unit Type		
Single Family	2.60	$903.99
Multiple Dwelling	1.71	$593.18

Source: Economic & Planning Systems

7. Transportation

Transportation impact fees are calculated using a Plan-Based Method, incorporating a forecast of trips by land use type and a project list from the 2019 Transportation Master Plan (TMP). The transportation impact fee is comprised of two components:

- **Local Projects –** Local projects in the TMP are generally projects on the major arterial and collector roads in Littleton that are likely to have a significant portion of the costs paid by the City and are largely the City's responsibility. These projects are planned over a 10-year time horizon, and the impact fee is calculated on 10 years of forecasted growth.
- **Regional Projects –** These are larger more complex and more costly projects involving partnerships with CDOT and other jurisdictions, such as the Santa Fe and Bowles intersection reconstruction. Due to the cost, complexity, and time it takes to get approvals and inclusion in the DRCOG Transportation Improvement Plan (TIP), impact fees for these projects are evaluated over a 20-year time period. Some projects are anticipated in the next 5 to 10 years.

Infrastructure Demand Forecasts

A forecast of new vehicle trips is needed for the plan-based method, as the transportation impact fee is expressed as a cost per new trip. The trip forecast begins with a housing unit, population, and nonresidential square feet which also is used for the Multimodal Improvements Fee described in Chapter 8.

In **Table 26**, the population, housing, and nonresidential square feet forecast is shown. A household and housing growth rate of 0.70 percent per year was derived from the Denver Regional Council of Governments (DRCOG) 2040 forecasts used in the Fiscal Sustainability Study prepared by EPS (2019-2020). The nonresidential square footage growth rate of 58,285 square feet per year reflects the past 10 years of market share capture in Littleton. Housing units are forecasted to increase by 1,539 through 2030 and by 3,188 from 2020 through 2040. Nonresidential building square feet are forecasted to grow by 582,850 square feet through 2020 and 1.17 million square feet through 2040.

As shown in **Table 27**, weighted average trip generation rates (daily trip ends) are applied to housing units (trips per unit) and nonresidential development (trips per 1,000 sq. ft.) to forecast new vehicle trips. The total 2020 and 2040 trips shown represent trips from existing and new residents. For impact fees, we must estimate the proportion of trips generated only by new development. This is done by dividing the new trips in each horizon year by the total trips in that horizon year. As shown, the percentage of 2030 trips that are attributed to growth is 6.05 percent (22,445 divided by 371,005) and 11.62 percent in 2040 (45,814 divided by 394,374).

Table 26. Housing and Nonresidential Land Use Forecast, 2020-2040

Description	2019	Factors	2020	2030	2040	2020-2030 Total	2020-2030 Ann. #	2020-2030 Ann. %	2020-2040 Total	2020-2040 Ann. #	2020-2040 Ann. %
Housing Units [1]	21,148	0.70%	21,296	22,835	24,484	**1,539**	154	0.70%	**3,188**	159	0.70%
Population	48,140	2.28 pop. per unit	48,477	51,979	55,735	3,502	350	0.70%	7,258	363	0.70%
Non-Residential Sq. Ft.	10,298,897	58,285 sqft/yr.	10,357,182	10,940,032	11,522,882	**582,850**	58,285	0.55%	**1,165,700**	58,285	0.53%
Jobs [2]	30,221	341 sq. ft./job	30,392	32,102	33,813						
In-Commuting Employees (Non-Residents)		91.8%	27,900	29,470	31,040						
In-Commuter Employee Impact											
Growth Allocation											
Population 2020-2030				6.74%							
Non-Residential Sq. Ft. 2020-2030				5.33%							

[1] Growth rate for households and housing units assumed to be equivalent

[2] Mid-range forecast, Fiscal Sustainability Study, EPS 2020

Source: Economic & Planning Systems

Table 27. Trip Forecast and Allocation to Growth and Land Use Categories

Description	Trip Generation	2020	2030	2040	2020-2030 (10 Years) Total	2020-2030 (10 Years) Ann. #	2020-2030 (10 Years) Ann. %	2020-2040 (20 Years) Total	2020-2040 (20 Years) Ann. #	2020-2040 (20 Years) Ann. %
ADT										
Residential										
Housing Units [1]		21,296	22,835	24,484	**1,539**	154	0.70%	**3,188**	159	0.70%
Trips	8.32	177,149	189,947	203,670	**12,798**	1,280	0.70%	**26,521**	1,326	0.70%
Non-Residential										
Non-Residential Sq. Ft.		10,357,182	10,940,032	11,522,882	**582,850**	58,285	0.55%	**1,165,700**	58,285	0.53%
Trips	16.55	171,412	181,058	190,704	**9,646**	965	0.55%	**19,292**	965	0.53%
Land Use Allocation										
Residential New Trips					**12,798**			**26,521**		
Non-Residential New Trips					**9,646**			**19,292**		
Total New Trips					**22,445**			**45,814**		
Allocation to Growth										
Total Trips			**371,005**	**394,374**						
% New Trips (Allocated to Growth)			**6.05%**	**11.62%**						

[1] Growth rate for households and housing units assumed to be equivalent

Source: Economic & Planning Systems

Project List

Local Projects

The local project list included in the impact fee calculations is shown below in **Table 28**. This list of projects originates in the 2019 TMP. The TMP project list was reviewed by EPS and City staff, and projects that address existing deficiencies or are not growth related were removed. Next, staff and EPS estimated the share of costs expected to be borne by the City, net of any external grant funding or already committed funds. The impact fee share of local projects is $23.8 million, as shown.

Regional Projects

EPS and City staff went through the same process in evaluating which regional projects to include in the impact fee program. Key regional transportation projects include the Santa Fe and Bowles interchange ($150 million) and Santa Fe and Mineral interchange reconstruction projects ($75 million). Rough order of magnitude costs from the TMP were used. As shown in **Table 29**, the regional projects total $365.6 million in costs but are estimated to have a local share of 20 percent for most projects. The other costs would come from state, federal, and regional funds, and partnerships with surrounding jurisdictions. The resulting costs to be included in the impact fee program are $68.3 million.

Table 28. Local Transportation Projects (10-Year Timeframe)

ID	TMP Page	Project Type	Corridor	Intersection or Segment	Existing Condition	Project Description	Project Cost	Local or Impact Fee Share	Impact Fee Costs
37	140	Auto Capacity	Santa Fe Dr	Dad Clark Gulch	No signal	Traffic signal	$300,000	100%	$300,000
38	140	Auto Capacity	Mineral Ave	Santa Fe to Jackass Hill Rd	Four-lane roadway	Widen to six lanes and reconstruct sidewalks under RR crossings	$2,000,000	100%	$2,000,000
5	138	Auto Operations and Safety	Belleview Ave	Federal Blvd	Traffic Signal	Intersection operation and safety improvements	$1,000,000	100%	$1,000,000
7	138	Auto Operations and Safety	Belleview Ave	Santa Fe Dr Interchange	Single-Point Urban Interchange	Intersection operation and safety improvements	$1,000,000	100%	$1,000,000
8	138	Auto Operations and Safety	Bowles Ave	Federal Blvd	Traffic Signal	Intersection operation and safety improvements	$4,300,000	100%	$4,300,000
9	138	Auto Operations and Safety	Bowles Ave	Platte Canyon Rd/Lowell Blvd	Traffic Signal	Intersection operation and safety improvements. Local share of CDOT project and potential cost overruns	$100,000	100%	$100,000
10	138	Auto Operations and Safety	Broadway	Arapahoe Rd	Traffic Signal	Intersection operation and safety improvements	$1,000,000	100%	$1,000,000
11	139	Auto Operations and Safety	Broadway	Dry Creek Rd	Traffic Signal	Intersection operation and safety improvements	$500,000	100%	$500,000
12	139	Auto Operations and Safety	Broadway	Jamison Ave	Traffic Signal	Intersection operation and safety improvements	$500,000	100%	$500,000
13	139	Auto Operations and Safety	Broadway	Littleton Blvd	Traffic Signal	Intersection operation and safety improvements	$1,500,000	10%	$150,000
14	139	Auto Operations and Safety	Broadway	Mineral Ave	Traffic Signal	Intersection operation and safety improvements	$1,000,000	10%	$100,000
15	139	Auto Operations and Safety	Lowell Blvd	Berry Ave	Traffic Signal	Intersection operation and safety improvements	$1,000,000	100%	$1,000,000
16	139	Auto Operations and Safety	Mineral Ave	Platte Canyon Rd	Traffic Signal	Intersection operation and safety improvements. Local share of CDOT project and potential cost overruns	$100,000	100%	$100,000
17	139	Auto Operations and Safety	Prince St	Church Ave	Traffic Signal	Intersection operation and safety improvements	$770,000	20%	$154,000
18	139	Auto Operations and Safety	Mineral Ave	Jackass Hill Rd	Traffic Signal	Intersection operation and safety improvements; pedestrian and bicycle focus	$2,000,000	20%	$400,000
19	139	Auto Operations and Safety	Littleton Blvd	Main St/Alamo Ave	Yield Control	Roundabout	$2,000,000	100%	$2,000,000
20	139	Auto Operations and Safety	Prentice Ave	Delaware St	2-Way Stop	Roundabout	$300,000	100%	$300,000
21	139	Auto Operations and Safety	Prentice Ave	Huron St	2-Way Stop	Roundabout	$300,000	100%	$300,000
22	139	Auto Operations and Safety	Prince St	Centennial Dr	2-Way Stop	Roundabout	$1,500,000	100%	$1,500,000
23	139	Auto Operations and Safety	Ridge Rd	Apache St	3-Way Stop	Roundabout	$1,000,000	100%	$1,000,000
24	139	Auto Operations and Safety	Ridge Rd	Elati St	4-Way Stop	Roundabout	$1,000,000	100%	$1,000,000
25	139	Auto Operations and Safety	Ridge Rd	Gallup St	4-Way Stop	Roundabout	$1,000,000	100%	$1,000,000
26	140	Auto Operations and Safety	Ridge Rd	Prince St	4-Way Stop	Roundabout	$1,000,000	100%	$1,000,000
27	140	Auto Operations and Safety	Ridge Rd	Windermere St	4-Way Stop	Roundabout	$1,000,000	100%	$1,000,000
28	140	Auto Operations and Safety	Santa Fe Dr	Prince St	Traffic Signal	Signal timing and phasing, advanced detection and geometry, NB Left	$1,000,000	10%	$100,000
29	140	Auto Operations and Safety	Santa Fe Dr	Aspen Grove Way	Traffic Signal	Signal timing and phasing, advanced detection and geometry	$100,000	100%	$100,000
30	140	Auto Operations and Safety	Santa Fe Dr	Bowles Ave	Traffic Signal	Signal timing and phasing, advanced detection and geometry	$100,000	100%	$100,000
33	140	Auto Operations and Safety	Broadway	Southern portion of Broadway Corridor (7 out of 17 signals remaining and not included in 2020 project)	Varies	V2I and ITS	$2,000,000	40%	$800,000
34	140	Auto Operations and Safety	Santa Fe Dr	Corridor-Wide	Varies	V2I and ITS	$1,000,000	100%	$1,000,000
							$30,370,000		**$23,804,000**

Source: Economic & Planning Systems

Table 29. Regional Transportation Projects (20-Year Timeframe)

Corridor	Intersection or Segment	Existing Condition	Project Description	Project Cost	Local or Impact Fee Share	Impact Fee Costs
Santa Fe Dr	Bowles Avenue	Traffic Signal	Reconfigure into grade separated interchange	$150,000,000	20%	$30,000,000
Santa Fe Dr	Mineral Avenue	Traffic Signal	Reconfigure into grade separated interchange	$75,000,000	20%	$15,000,000
Santa Fe Dr	Bowles Avenue	Traffic Signal	Alternative intersection configuration	$15,000,000	20%	$3,000,000
Santa Fe Dr	Mineral Avenue	Traffic Signal	Alternative intersection configuration (SW and NW quadrant roads). $19.0M project less with $375,00 from impact fees	$18,625,000	20%	$3,725,000
Santa Fe Dr	Corridor Wide (Excluding ROW)	No connection	Access Preservation	$8,000,000	20%	$1,600,000
County Line Rd	Santa Fe Dr to Broadway	Varies	Widening	$20,000,000	20%	$4,000,000
County Line Rd	Broadway to University Ave	Varies	Widening. $20.0M project: 50% Federal, 50% local among three jurisdictions. Littleton's share is 5%.	$20,000,000	5%	$1,000,000
Santa Fe Dr	Corridor-Wide	Varies	Widening	$50,000,000	20%	$10,000,000
Total				**$356,625,000**		**$68,325,000**

Source: Economic & Planning Systems

Impact Fee Calculation

The transportation impact fee calculation is comprised of three steps:

- Compile costs and estimate the local share
- Allocate the costs and local share to new development
- Calculate a growth-related base fee per new trip
- Multiply the new cost per trip by the average daily trip generation rates for each land use type to calculate the impact fee.

In **Table 30**, the base fee per trip is calculated for the 10-year local project CIP and the 20-year regional project CIP. For the 10-year projects, the total impact fee costs are $23.8 million, and 6.05 percent are attributed to new development. Dividing project list cost after the allocation to growth of $1.4 million by the 22,445 new trips equates to a fee per new trip of $64.16.

The base fee per trip for the 20-year regional projects is calculated the same way, except that there are 45,814 new trips. As shown, the 20-year regional project base impact fee is $173.25 per new trip for nonresidential development.

The total base fee per trip comprised of the 10- and 20-year projects is compiled in **Table 30** and totals $237.41 per new trip.

Table 30. Base Fee Per Trip

Description	Factors	Calculation
10-YEAR PROJECTS		
10 Year CIP Project Cost		$23,804,000
Growth Allocation	6.05%	$1,440,064
New Trips 2020-2030		22,445
Fee Per Trip		$64.16
20-YEAR PROJECTS		
20 Year CIP Project Cost		$68,325,000
Growth Allocation	11.62%	$7,937,205
New Trips		45,814
Fee Per Trip		$173.25
Total Fee per Trip		**$237.41**

Source: Economic & Planning Systems

The impact fee for residential development is shown below as the cost per new trip multiplied by the average daily trip generation rates from the ITE Manual, 10th Edition.

For nonresidential development, the actual fee to be adopted by City Council is recommended to be adjusted down. The City relies on sales tax revenues and property tax revenues from the higher assessment ratios of nonresidential development compared to residential development. Therefore, a 60 percent reduction was applied to the nonresidential transportation fee.

The nonresidential impact fee is calculated by multiplying the policy adjusted fee per trip of $94.96 by the average daily trip generation rate, as shown in **Table 31**. The impact fee for several common land uses is shown below.

If there are other land use types in a development application, the Community Development Director and/or the City Engineer can determine of the most appropriate trip generation rate and land use category to apply to the development.

Table 31. Transportation Impact Fee Calculation

Description	ADT Trip Generation		Maximum Impact Fee	Current Fee	Proposed Policy Adjustment	
Residential Cost per Trip			**$237.41**		**0.0%**	**$237.41**
Residential		Primary Trip Factor	Per Unit	Per Unit		Per Unit
Single Family	9.44	1.00	$2,241.15	$1,049		$2,241.15
Multifamily & Attached	7.32	1.00	$1,737.84	$1,049		$1,737.84
Non-Residential Cost per Trip			**$237.41**		**-60.0%**	**$94.96**
Non-Residential	Per 1,000 Sq. Ft.	Primary Trip Factor	Per Sq. Ft.	Per Sq. Ft.		Per Sq. Ft.
Auto Dealership	27.84	1.00	$6.61	$2.607		$2.64
Industrial	5.00	1.00	$1.19	$2.607		$0.47
Lodging	*11.58*	1.00	*$2.75*	*$2.607*		$1.10
Office	**9.74**	**1.00**	**$2.31**	**$2.607**		**$0.92**
Retail/Commercial	**46.12**	**0.64**	**$7.01**	**$2.607**		**$2.80**
Warehouse/Storage	1.74	1.00	$0.41	$2.607		$0.17

[1] Converted to a rate per 1,000 square feet as follows: ITE trip generation rate of 5.79 trips per room, divided by 500 sq. ft.
Source: Economic & Planning Systems

8. Multimodal Improvements

The 2019 TMP included many multimodal transportation project recommendations designed to increase non-vehicular transportation options and capacity in Littleton. The City does not collect impact fees now for these types of projects. This chapter presents impact fee calculations for a new proposed multimodal project impact fee.

The Plan-Based Method was used to calculate this impact fee, using the TMP and the growth forecasts presented in Chapter 7.

Project Descriptions

The list of multimodal projects proposed to be funded with impact fees is shown in **Table 32**. There are two main types of projects included that add capacity to the City's transportation system: shared use paths and grade separated crossings and other crossing improvements.

- **Shared Use Paths –** These are protected transportation facilities for pedestrians, bicycles, and other non-automobile modes of transportation. These types of facilities increase transportation capacity for non-automobile modes and increase vehicle capacity on roads through reducing vehicle trips. They also help to complete the transportation network in Littleton as identified in the TMP.
- **Grade Separated Crossings –** Grade separated crossings replace crosswalk or traffic-signaled trail crossing on major roadways with a dedicated grade separated crossing for non-vehicular travel. These facilities add capacity to roadways by increasing signal green time and reducing stop time for traffic when trail users need to cross a road.

Multimodal project costs total $31.1 million, as shown, and are considered over a 10-year planning horizon.

Table 32. Multimodal Project List

TMP Page	Corridor	Intersection or Segment	Existing Condition	Project Description	Project Cost	Local or Impact Fee Share	Impact Fee Costs
142	Broadway	High Line Canal Trail south of Arapahoe Rd to Ridge Road	None	Shared use path	$200,000	100%	$200,000
142	Broadway	Bannock St to Caley Ave	None	Shared use path	$100,000	100%	$100,000
142	Belleview Ave	Irving St to City Limits	None	Shared use path	$1,500,000	100%	$1,500,000
142	Mineral Ave	Broadway to E Dry Creek Rd	Shared lane	Shared use path	$500,000	100%	$500,000
142	Broadway	Jamison Ave to City Limits	None	Shared use path	$500,000	100%	$500,000
144	Broadway	High Line Canal Trail (S of Arapahoe Rd)	Cross traffic does not stop	Grade-separated	$3,000,000	100%	$3,000,000
144	Mineral Ave	Peninsula Dr/ High Line Canal Trail	Traffic signal	Grade-separated	$3,000,000	100%	$3,000,000
144	Rio Grande St	Slaughterhouse Gulch Trail	None	Grade-separated	$5,000,000	100%	$5,000,000
144	Santa Fe Dr	Slaughterhouse Gulch Trail	None	Grade-separated	$6,000,000	100%	$6,000,000
144	Santa Fe Dr	Dad Clark Gulch	Bridge (no connection)	Grade-separated	$6,000,000	100%	$6,000,000
145	Broadway	Lee Gulch	Cross traffic does not stop	Grade-separated	$5,000,000	100%	$5,000,000
146	Mineral Ave	Wolff St to Polo Ridge Dr	Path	Trail crossing improvements	$300,000	100%	$300,000
					$31,100,000		**$31,100,000**

Source: Economic & Planning Systems

Impact Fee Calculation

The $31.1 million in project costs need to be allocated to new development and to residential and nonresidential land use types. The allocation by land use type was made using the Proportionate Share method presented in Chapter 2, as multimodal facilities will have different trip travel characteristics than automobiles.

The residential allocation is 68.1 percent of the cost as shown in **Table 33**, and new residential development will comprise an estimated 6.74 percent of the facility demand from 2020 through 2030 from the population, housing, and nonresidential space forecast presented earlier in **Table 26**. The base residential impact fee per capita is therefore $407.64. After multiplying by the household size for each unit type, the resulting impact fees are $1,060.62 for single family detached units and $695.96 for multiple dwellings.

For nonresidential development, 31.9 percent of the cost is allocated from the Proportionate Share method. Nonresidential growth will comprise 5.33 percent of the facility demand from 2020 through 2030, with 582,850 square feet of nonresidential growth forecasted. The resulting impact fee is $0.91 per square foot of nonresidential development.

Table 33. Multimodal Projects Impact Fee Calculation

Description	Factors	All Projects Calculation
10-Year Impact Fee Costs		$31,100,000
Residential Allocation		
10-Year CIP Costs		$31,100,000
Growth Allocation 2020-2030	6.74%	$2,095,480
Residential Allocation	68.1%	$1,427,680
New Population 2020-2030		3,502
Base Residential Fee per Capita		**$407.64**
Residential Impact Fee		
Single Family Detached	**2.60**	**$1,060.62**
Multiple Dwelling	**1.71**	**$695.96**
Non-Residential Allocation		
10-Year CIP Costs		$31,100,000
Growth Allocation 2020-2030	5.33%	$1,656,909
Non-Residential Allocation	31.9%	$528,033
New Sq. Ft. 2020-2030		582,850
Impact Fee per Sq. Ft.		**$0.91**

Source: Economic & Planning Systems

APPENDIX:
Front Range Impact Fee Comparisons

Table A-1. Single Family Detached Impact Fee Comparisons

Community	Fire	Police	Parks & Rec (Per Unit)	Museum	Library	Facilities & Fleet	Multi-Modal	Transpor-tation	Impact Fees	Water	Sewer	Tap Total	Total
Littleton - Maximum	N/A	$371	N/A	$903.99	$686.29	$1,925	$1,061	$2,241	$7,188	$9,140	$5,000	$14,140	**$21,328**
Littleton - Proposed	N/A	$371	N/A	$903.99	$686.29	$1,925	$1,061	$2,241	$7,188	$9,140	$5,000	$14,140	**$21,328**
Littleton Current [1]	N/A	$399	N/A	$602.00	$568.00	$1,904	N/A	$1,049	$4,522	$9,140	$5,000	$14,140	**$18,662**
With Impact Fees													
Aurora	$968	$1,029	$872	N/A	N/A	N/A	N/A	N/A	$2,869	$9,857	$9,100	$18,957	**$21,826**
Brighton [2]	N/A	N/A	$1,780	N/A	N/A	N/A	N/A	$1,700	$3,480	$13,354	$9,130	$22,484	**$25,964**
Castle Rock	$1,150	$574	$7,133	N/A	N/A	$375	N/A	$8,699	$17,931	$22,534	$4,023	$26,557	**$44,488**
Commerce City	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$1,181	$1,181	$15,238	$4,340	$19,578	**$20,759**
Parker (Excise Tax)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$10,178	$29,630	$5,040	$34,670	**$44,848**
Centennial	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$1,287	$1,287	N/A	N/A	$7,690	**$8,977**
Westminster	$209	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$209	$15,753	$6,082	$21,835	**$22,044**
Average	**$776**	**$667**	**$3,262**			**$1,140**		**$2,783**	**$5,207**	**$16,501**	**$6,102**	**$20,739**	$25,946
Tap Fees													
Arvada	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$0	$19,720	$6,129	$25,849	**$25,849**
Lakewood	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$0	$5,300	N/A	$5,300	**$5,300**
Wheat Ridge	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	$0	$6,000	N/A	$6,000	**$6,000**
Average	---	---	---	---	---	---	---	---	**$0**	**$10,340**	**$6,129**	**$12,383**	$12,383

[1] Tap fees reflect in-city limit values

[2] Park impact fee includes Community and Neighborhood Park Fees

Source: Economic & Planning Systems

Table A-2. Multifamily Impact Fee Comparisons

Description	Fire	Police	Parks & Rec	Museum	Library	Facilities & Fleet	Multi-Modal	Transporta-tion	Impact Fees	Water	Sewer	Tap Total	Total
Littleton - Maximum	N/A	$243	N/A	$593.18	$450.33	$1,263	$696	$1,738	$4,984	$2,978	$5,000	$7,978	**$12,962**
Littleton - Proposed	N/A	$243	N/A	$593.18	$450.33	$1,263	$696	$1,738	$4,984	$2,978	$5,000	$7,978	**$12,962**
Littleton Current [1]	N/A	$399	N/A	$602.00	$568.00	$1,904	N/A	$1,049	$4,522	$2,978	$5,000	$7,978	**$12,500**
With Impact Fees													
Aurora	$699	$743	$629			N/A	N/A	N/A	$2,071	$9,760	$10,666	$20,426	**$22,497**
Brighton [2]	N/A	N/A	$1,780			N/A	N/A	$1,700	$3,480	$8,065	$11,410	$19,475	**$22,955**
Castle Rock	$756	$377	$4,688			$247	N/A	$6,711	$12,779	$22,534	$4,023	$26,557	**$39,336**
Commerce City	N/A	N/A	N/A			N/A	N/A	$726	$726	$7,619	$8,680	$22,760	**$23,486**
Parker (Excise Tax)	N/A	N/A	N/A			N/A	N/A	N/A	$5,567	$29,630	$5,040	$34,670	**$40,237**
Westminster [3]	$209	N/A	N/A			N/A	N/A	N/A	$209	$10,590	$1,226	$11,816	**$12,025**
Average	**$555**	**$506**	**$2,366**			**$1,076**		**$2,547**	**$4,193**	**$13,025**	**$6,578**	**$20,526**	$24,719
Tap Fees													
Arvada	N/A	N/A	N/A			N/A	N/A	N/A	$0	$9,863	$1,105	$10,968	**$10,968**
Centennial	N/A	N/A	N/A			N/A	N/A	N/A	$0	N/A	N/A	$22,760	**$22,760**
Lakewood	N/A	N/A	N/A			N/A	N/A	N/A	$0	$5,300	N/A	$5,300	**$5,300**
Wheat Ridge	N/A	N/A	N/A			N/A	N/A	N/A	$0	$1,400	N/A	$1,400	**$1,400**
Average	---	---	---			---	---	---	**$0**	**$5,521**	**$1,105**	**$10,107**	$10,107

[1] Tap fees reflect in-city limit values

[2] Park impact fee includes Community and Neighborhood Park Fees

[3] Tap fees assume two bedrooms per unit

Source: Economic & Planning Systems

Table A-3. 10,000 Sq. Ft. Retail Building Impact Fee Comparisons

Description	Fire	Police	Parks & Rec	Facilities & Fleet	Multi-Modal	Transporta-tion	Impact Fees	Water	Sewer	Tap Total	Total
Littleton - Maximum	N/A	$3,614	N/A	$16,179	$9,060	$70,076	$98,928	$26,840	$10,000	$36,840	**$135,768**
Littleton - Proposed	N/A	$3,613.87	N/A	$16,178.80	$9,060	$28,000	$56,852	$26,840	$10,000	$36,840	**$93,692**
Littleton Current [1]	$0	$2,100	N/A	$10,100	N/A	$26,070	$38,270	$26,840	$10,000	$36,840	**$75,110**
With Impact Fees											
Brighton	N/A	N/A	N/A	N/A	N/A	$6,500	$6,500	$22,257	$31,835	$54,092	**$60,592**
Castle Rock	$2,160	$1,080	N/A	$510	N/A	$17,550	$21,300	$37,640	$6,718	$44,358	**$65,658**
Commerce City	N/A	N/A	N/A	N/A	N/A	$44,710	$44,710	$73,142	$20,832	$22,760	**$67,470**
Parker (Excise Tax)	N/A	N/A	N/A	N/A	N/A	N/A	$2,500	$59,260	$10,080	$69,340	**$71,840**
Westminster	$209	N/A	N/A	N/A	N/A	N/A	$209	$44,672	$32,687	$77,359	**$77,568**
Average	**$790**	**$1,590**		**$5,305**		**$23,708**	**$18,915**	**$43,969**	**$18,692**	**$50,792**	**$69,706**
Tap Fees											
Arvada	N/A	N/A	N/A	N/A	N/A	N/A	$0	$37,110	$25,788	$62,898	**$62,898**
Aurora	N/A	N/A	N/A	N/A	N/A	N/A	$0	$39,729	$37,584	$77,313	**$77,313**
Centennial	N/A	N/A	N/A	N/A	N/A	N/A	$0	N/A	N/A	$22,760	**$22,760**
Lakewood	N/A	N/A	N/A	N/A	N/A	N/A	$0	$8,500	N/A	$8,500	**$8,500**
Wheat Ridge	N/A	N/A	N/A	N/A	N/A	N/A	$0	$15,000	N/A	$15,000	**$15,000**
Average							**$0**	**$25,085**	**$31,686**	**$37,294**	**$37,294**

[1] Tap fees reflect in-city limit values

Source: Economic & Planning Systems

Table A-4. 10,000 Sq. Ft. Office Building Impact Fee Comparisons

Description	Fire	Police	Parks & Rec	Facilities & Fleet	Multi-Modal	Transportation	Impact Fees	Water	Sewer	Tap Total	Total
Littleton - Maximum	N/A	$3,614	N/A	$16,179	$9,060	$23,124	$51,976	$26,840	$10,000	$36,840	**$88,816**
Littleton - Proposed	N/A	$3,614	N/A	$16,179	$9,060	$9,200	$38,052	$26,840	$10,000	$36,840	**$74,892**
Littleton Current [1]	N/A	$2,100	N/A	$10,100	N/A	$26,070	$38,270	$26,840	$10,000	$36,840	**$75,110**
With Impact Fees											
Brighton	N/A	N/A	N/A	N/A	N/A	$9,800	$9,800	$22,257	$31,835	$54,092	**$63,892**
Castle Rock	$2,230	$390	N/A	$730	N/A	$16,020	$19,370	$37,640	$6,718	$44,358	**$63,728**
Commerce City	N/A	N/A	N/A	N/A	N/A	$17,410	$17,410	$73,142	$20,832	$22,760	**$40,170**
Parker (Excise Tax)	N/A	N/A	N/A	N/A	N/A	N/A	$2,500	$59,260	$10,080	$69,340	**$71,840**
Westminster	$209	N/A	N/A	N/A	N/A	N/A	$209	$44,672	$32,687	$77,359	**$77,568**
Average	**$1,220**	**$1,245**		**$5,415**		**$17,325**	**$14,593**	**$43,969**	**$18,692**	**$50,792**	**$65,385**
Tap Fees											
Arvada	N/A	N/A	N/A	N/A	N/A	N/A	$0	$37,110	$25,788	$62,898	**$62,898**
Aurora	N/A	N/A	N/A	N/A	N/A	N/A	$0	$39,729	$37,584	$77,313	**$77,313**
Centennial	N/A	N/A	N/A	N/A	N/A	N/A	$0	N/A	N/A	$22,760	**$22,760**
Lakewood	N/A	N/A	N/A	N/A	N/A	N/A	$0	$8,500	N/A	$8,500	**$8,500**
Wheat Ridge	N/A	N/A	N/A	N/A	N/A	N/A	$0	$15,000	N/A	$15,000	**$15,000**
Average							**$0**	**$25,085**	**$31,686**	**$37,294**	**$37,294**

[1] Tap fees reflect in-city limit values

Source: Economic & Planning Systems

ORDINANCE 30-2024 LAND DEVELOPMENT IMPACT FEES

Tiffany Hooten, Finance Director

DECEMBER 17, 2024



Littleton Colorado

2024 LAND DEVELOPMENT IMPACT FEES AMENDMENTS

Does council support an ordinance amending Chapter 14 of Title 1, Land Development Impact Fees?

- Annual Inflation Factor
- Multi-modal Fees Phase III

Littleton

BACKGROUND OF LAND DEVELOPMENT FEES

AUGUST 2013

Initial adoption of Capital Facility/Land Development Impact Fees

JULY 2014

Amended all fee schedules

NOVEMBER 2018

Amended Transportation and Fire fee schedules
Impact fees relocated from subdivision chapter to administrative chapter in city code

APRIL 2019

Amended Museum, Library, Police and Facilities fee schedules
Removed Fire Impact fees

MAY 2021

- Amended Multi-modal fees (Phase II)
- Annual inflation factor

OCTOBER 2023

Amended all fees schedules
Added Multi-modal fees

Littleton

2024 FEE CHANGES

Inflation Factor

- Title 1, Chapter 14 allows for an inflation factor annually at minimum
- Established the use of the Denver-Aurora-Lakewood CPI
- Adjusting all fees to the 2023 CPI of 5.22%

Multimodal Fees

- Multimodal fees were to be adjusted through a 3-year phased approach
- This implements year 3 of the 3-year phased approach
- Non-Residential increases from $0.61 to $0.91 per square foot

Littleton

CURRENT VS. NEW FEES RESIDENTIAL

Use	Land Development Impact Fee Rate Residential (per unit)						Total
	Multimodal Improvements	Museum	Library	Police	Facilities	Transpor-tation	
Single Family (Current)	$1,145.58	$976.40	$741.26	$400.51	$2,079.51	$2,420.67	$7,763.93
Single Family (New)	$1,205.38	$1,027.37	$779.95	$421.42	$2,188.06	$2,547.03	$8,169.21
Multiple Dwelling Unit (Current)	$751.71	$640.69	$486.40	$262.81	$1,364.53	$1,877.04	$5,383.18
Multiple Dwelling Unit (New)	$790.95	$674.13	$511.79	$276.53	$1,435.76	$1,975.02	$5,664.18

Littleton

CURRENT VS. NEW FEES NON-RESIDENTIAL

Use	Land Development Impact Fee Rate Non-Residential (per square foot)						Total
	Multimodal Improvements	Museum	Library	Police	Facilities	Transpor-tation	
Auto Dealership (Current)	$0.61	$0.00	$0.00	$0.39	$1.75	$2.85	$5.60
Auto Dealership (New)	$0.91	$0.00	$0.00	$0.41	$1.84	$3.18	$5.60
Industrial (Current)	$0.61	$0.00	$0.00	$0.39	$1.75	$0.51	$3.26
Industrial (New)	$0.91	$0.00	$0.00	$0.41	$1.84	$0.54	$3.26
Lodging (Current)	$0.61	$0.00	$0.00	$0.39	$1.75	$1.19	$3.94
Lodging (New)	$0.91	$0.00	$0.00	$0.41	$1.84	$1.25	$3.94
Office (Current)	$0.61	$0.00	$0.00	$0.39	$1.75	$0.99	$3.74
Office (New)	$0.91	$0.00	$0.00	$0.41	$1.84	$1.04	$3.74
Retail/Commercial (Current)	$0.61	$0.00	$0.00	$0.39	$1.75	$3.02	$5.77
Retail/Commercial (New)	$0.91	$0.00	$0.00	$0.41	$1.84	$3.18	$5.77
Warehouse/Storage (Current)	$0.61	$0.00	$0.00	$0.39	$1.75	$0.18	$2.93
Warehouse/Storage (New)	$0.91	$0.00	$0.00	$0.41	$1.84	$0.19	$2.93

Littleton

ALTERNATIVES

- Approve amendments as proposed

- Make no changes at this time and potentially miss opportunities to defray the projected impacts on capital facilities caused by the proposed development

Littleton

Questions?

Littleton

PUBLIC HEARING ROSTER

Item: 10(a)

This roster is to assist city council in weighing public opinion on this issue, to assist the council in conducting the meeting, and generally to promote a fair and orderly hearing.

**** INDIVIDUALS WISHING TO SPEAK ON THIS MATTER WILL BE LIMITED TO 3 MINUTES****

Tuesday, December 17, 2024

Subject: ***Ordinance 30-2024****: An ordinance on second reading amending Title 1, Chapter 14 of the City Code regarding Land Development Impact Fees*

Print Name	District or Address	Email	Favor	Opposed
Josh Sarver	[redacted]			
Matthew Duff			✓	
~~John Colvin~~				
KENT BAGLEY			—	—