

City of Littleton

Agenda

Regular Meeting of City Council

City of Littleton, Colorado

8:00 p.m. SPECIAL TIME
Littleton Center

Tuesday
August 4, 2009

1. **Roll Call**
2. **Pledge of Allegiance**
3. **Agenda**
4. **Minutes**
 - a) Minutes of Regular Meeting July 21, 2009
5. **Introduce New City Employees**
6. **Citizens Appearances**
 - a) Guest Citizens – The Governing Council of the Littleton Immigrant Integration Initiative
 - b) Scheduled public appearances
 - c) Unscheduled public appearances* (limited to 4 minutes)

*Unscheduled appearances are an opportunity for any citizen to express opinions or ask questions regarding city services, council policies, or other matters of community concern that are not part of the scheduled agenda. Generally, an immediate response should not be expected. Typically issues are referred to city staff for follow-up information or research and reported back to the council and the individual that initiated the comment or inquiry.
7. **Consent Agenda Items**

Consent agenda items can be adopted by simple motion. All ordinances and resolutions 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 on first reading authorizing a Conservation Easement for Ensor Property
 - b) Ordinance on first reading amending Section 2-2-1 and repealing Chapter 5 of Title 2 of the Littleton City Code related to the Business/Industry Affairs Advisory Committee
 - c) Ordinance on first reading amending Section 2-2-3 of the Littleton City Code related to the election of board and commission officers

8. Second and Final Reading on Ordinances and Public Hearings

- a) Ordinance submitting to the registered electors of the City of Littleton, Colorado, a proposed amendment to Littleton City Charter Section 58 related to the appointment of Municipal Court judges.
- b) Ordinance to designate 3986 W. Bowles Avenue as a historic landmark

9. General Business

- a) Consideration of an Agreement with City of Centennial for paving of Broadway
- b) Motion to authorize a contract with Intergroup Architects for police building design
- c) Resolution to approve transfer of contingency funds for Phase I of police building design
- d) Resolution to authorize grant funding for the immigrant program and a motion to incorporate the immigrant program into the Library Department
- e) Motion to proceed with an Ordinance on first reading on August 18, 2009 referring to the voters a new Lodging Tax

10. Consideration of Committee, Commission and Board Matters

11. Ordinances on First Reading

12. Resolutions

13. Comments / Reports

- a) City Manager
- b) City Attorney
- c) Council Members
- d) Council President
- e) DRCOG

14. Adjournment

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

Date	Agenda No.	Subject
Aug. 4, 2009	6(a)	Guest Citizens – The Governing Council of the Littleton Immigrant Integration Initiative

Initiated By:	Doug Clark, Mayor
Action Proposed:	n/a
Presented By:	Doug Clark, Mayor

The evening, the Littleton City Council is pleased to recognize the members of the Governing Council of the Littleton Immigrant Integration Initiative (LI3) for their outstanding work in making LI3 such successful program.

The startling 123% increase in the number of immigrants living in the Littleton community from the 1990 census to the 2000 census prompted the 2004 Littleton Leadership Retreat planning committee to focus on the topic of welcoming and involving “New Americans” in the community. After the retreat, a committee of citizens convened to try to implement the ideas that were discussed and, with assistance and support from the city, obtained first a planning grant and then a four-year grant for \$300,000 from The Colorado Trust to make the program a reality. The city has provided rent free space at Bemis Library, and also serves as fiscal agent for the grant.

LI3 has had two parts – the One-Stop Information Center and the Health and Wellness Program.

The One-Stop Center helps over 280 families and individuals per month. With the coordinator’s help, immigrants find assistance with food, rent, and other basic needs; are guided to English as a Second Language (ESL) classes and conversation groups; and can be paired with a volunteer from the community who helps them become US citizens. Eighty-one immigrants have earned American citizenship through this program. It was the One-Stop Center that was recently recognized nationally with the award of the E Pluribus Unum prize.

The Health and Wellness Program helps about 100 immigrants find appropriate and affordable health care and coordinates networks of agencies and organizations that provide health, mental health and dental care to low-income people in the Littleton area. At the end of July, the Program will become a new non-profit, the South Metro Health Alliance, with a similar mission.

Guiding the entire program has been the LI3 Governing Council which is made up of interested individuals and representatives of a number of local community organizations. Applications written by the Council have resulted in grants and prizes of over \$105,000 to provide continuing support for the One-Stop Center and the Health portions of LI3 this fiscal year. The group has been chaired by former mayor Susan Thornton since the very beginning.

The Littleton City Council extends its sincere appreciation to the members of the LI3 Governing Council for their vision and continuing dedication to the work of the Initiative. Littleton is a stronger and more cohesive community because of their work.

- Susan Thornton, Chair
- Connie Shoemaker, Co-Chair, Spring International Language Center
- Mika Farer, Secretary
- Ali Ayres, Doctors Care
- Mark Bell, Edward Jones
- Guy Bull, Littleton Fire Rescue

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Tim Cohn, Neighborly Services
 Phil Cortese, City of Littleton, Deputy City Manager
 Kathie Covell, Littleton Housing Authority
 Buna Dahal, formerly of Colorado Center for the Blind
 Laura Diedrich, Littleton Public Schools
 Jesus Escarcega, Littleton Public Schools
 Doug Farnen, City of Littleton, Finance Department
 Gurudev Khalsa, Spring Institute for Intercultural Learning
 ✕ Mary Leigh Forington, Metro Community Provider Network
 Rachel Graci, Spring Institute for Intercultural Learning
 Alejandra Harguth, LI3 Information Center Coordinator
 Melissa Hohnstien, The Village
 Tiffany Hooten, City of Littleton, Finance Department
 Daiga Keller, LI3 Community Health Liaison
 Bebe Kleinman, Doctors Care
 Phyllis Larison, Bemis Public Library
 Jan Masters, LI3 Volunteer
 Stew Meagher
 Ellen Mateson, LI3 Volunteer
 Lisa Traudt, Arapahoe/Douglas Mental Health Network
 Dawn Munson, Bemis Public Library
 Jean Ray, South Suburban Parks and Recreation
 James Ryan, Colorado Council of Churches
 Alisa Spilman, Doctors Care
 Kate Tweedy
 Maureen Walker, North Littleton Promise
 Helena Weber
 Joe Wisemann-Horther, Spring Institute for Intercultural Learning
 Ann Woods, LI3 Volunteer

Ukraine

City of Littleton

Council Communication

Date	Agenda No.	Subject
08/04/09	7(a)	Conservation Easement for Ensor Property

Initiated By:	Charles Blosten, Public Services Director
Action Proposed:	Approve Ordinance on First Reading; Set Date for Public Hearing
Presented By:	Charles Blosten, Public Services Director

INTRODUCTION

The city staff is working with other funding partners to acquire 7.8 acres of property from the Ensor family located west of Santa Fe Dr. and south of Mineral Ave. The property will be a buffer to South Platte Park. In order to secure money from Great Outdoors Colorado (GOCO), the city must provide a Conservation Easement in accordance with GOCO requirements.

HISTORY AND FACTS

Staff has been negotiating with the Ensors for the past several years to acquire 7.8 acres of open space. We have a fully executed Purchase Agreement and staff has been working with Arapahoe County, South Suburban Parks and Recreation (SSPR), State Board of GOCO Trust Fund, South Metro Land Conservancy (SMLC) and the South Platte Working Group to manage all of the financial arrangements and legal requirements.

The plan for the Conservation Easement is for the city to grant the easement to SMLC, just as we did when the city acquired the Lee Gulch property earlier this year.

City Council can grant an easement on city property via an ordinance. The easement will not be signed and recorded until closing on the property occurs, probably in September.

FINANCIAL DETAILS

The SMLC will be contributing \$15,000 toward the property acquisition. The total cost of the project is in excess of \$3,023,000; it is proposed the city will provide \$13,000 to the SMLC as a stewardship endowment to manage the conservation easement.

LEGAL OPINION

The documents pertaining to this Council Communication have been reviewed by the City Attorney and are in compliance with federal, state and local laws.

CONFLICTS AND/OR COMPLICATIONS

The Conservation Easement "contains restrictions on the use and development of the property which are intended to protect its open space and other conservation values."

The Conservation Easement will cover the entire property; the city will own 100% of the acquisition. It is proposed that there will not be any structures on the property; it will be planted with native grasses and other

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plant materials. The existing fence will be relocated, by the current owners, to the new property line. Access to this buffer will only be from South Platte Park via walking trails on the east side of the river.

Without this easement, the funds from GOCO and Arapahoe County would not be available.

CONCLUSION AND RECOMMENDATIONS

Staff feels this easement is reasonable and appropriate and recommends approval.

SUGGESTED MOTION

I move the ordinance authorizing a Conservation Easement on 7.8 acres of proposed open space be approved on first reading and a public hearing is scheduled for August 18, 2009.

Moved by: _____

Seconded by: _____

Yes _____ No _____ Absent _____

\\cc\Conservation Easement for Ensor Property cc1

CITY OF LITTLETON, COLORADO

ORDINANCE NO. ____

Series of 2009

INTRODUCED BY COUNCILMEMBERS:

AN ORDINANCE OF THE CITY OF LITTLETON, COLORADO, APPROVING A CONSERVATION EASEMENT BETWEEN CITY OF LITTLETON AND SOUTH METRO LAND CONSERVANCY FOR THE ENSOR PROPERTY ACQUISITION.

WHEREAS, the City of Littleton is pursuing the acquisition of 7.8 acres of open space west of Santa Fe Drive and south of Mineral Avenue; and

WHEREAS, the total cost of the project is in excess of \$3,023,000 and

WHEREAS, in accordance with GOCO requirements and for the City to secure the GOCO funds, the City must grant a conservation easement on the property to protect the open space status.

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

Section 1: The proposed Agreement between South Metro Land Conservancy and City of Littleton, Colorado relating to the Ensor property attached hereto is approved.

Section 2: The City Attorney will be authorized to make minor changes to the conservation easement.

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.

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INTRODUCED AS A BILL at a regularly scheduled meeting of the City Council of the City of Littleton on the ___ day of _____, 2009, passed on first reading by a vote of ___ FOR and ___ AGAINST; and ordered published by posting at Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

PUBLIC HEARING on the Ordinance to take place on the ___ day of _____, 2009, in the Council Chambers, Littleton Center, 2255 West Berry Avenue, Littleton, Colorado, at the hour of 7:00 p.m., or as soon thereafter as it may be heard.

PASSED on second and final reading, following public hearing, by a vote of ___ FOR and ___ AGAINST on the ___ day of _____, 2009 and ordered published by posting at Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

ATTEST:

CITY CLERK

PRESIDENT OF CITY COUNCIL

APPROVED AS TO FORM:



CITY ATTORNEY

DEED OF CONSERVATION EASEMENT

[Ensor Property]

NOTICE: THIS PROPERTY HAS BEEN ACQUIRED IN PART WITH GRANT #08675 ("GRANT") FROM THE STATE BOARD OF THE GREAT OUTDOORS COLORADO TRUST FUND ("BOARD") AND WITH FUNDS FROM THE ARAPAHOE COUNTY OPEN SPACE FUND. THIS DEED OF CONSERVATION EASEMENT CONTAINS RESTRICTIONS ON THE USE AND DEVELOPMENT OF THE PROPERTY WHICH ARE INTENDED TO PROTECT ITS OPEN SPACE AND OTHER CONSERVATION VALUES. THE BOARD HAS FOUND THAT THIS DEED OF CONSERVATION EASEMENT PROVIDES BENEFITS THAT ARE IN THE PUBLIC INTEREST.

THIS DEED OF CONSERVATION EASEMENT is made this ___ day of ___ 2009, by the CITY OF LITTLETON, a Colorado municipal corporation, with an address of 2255 West Berry Ave., Littleton, Colorado 80165 ("Grantor"), in favor of South Metro Land Conservancy, a Colorado nonprofit corporation, having its address at P.O. Box 456, Littleton, Colorado 80160 ("Grantee").

RECITALS:

A. Grantor is the sole owner in fee simple of seven and four-fifths (7.8) acres, more or less of certain real property in Arapahoe County, Colorado, more particularly described in Exhibit A attached hereto and generally depicted on the map attached hereto as Exhibit B, both of which are incorporated herein by this reference (the "Property").

B. Conservation Purposes. According to Section 170(h)(4)(A) of the Internal Revenue Code and Section 1.170A-14(d) of the Treasury Regulations, the Conservation Purposes of a qualified conservation contribution must include one or more of the following: (1) to preserve land for outdoor recreation by or education of the general public; (2) to protect relatively natural habitat of fish, wildlife or plants; (3) to preserve open space; and (4) to preserve historically important land or structures. The Conservation Purposes set forth in this Section and referred to hereafter in this Deed are collectively referred to as the "Conservation Values." The Property possesses certain natural, aesthetic, open space, educational, and recreational values (collectively, "Conservation Values") of great importance to Grantor, the people of the South Denver Metro Region, Arapahoe County, and the people of the State of Colorado. In particular the Property will provide public access for outdoor recreation and trail connections to the South Platte River valley for the use and enjoyment of the general public. Specifically, the Conservation Values of the Property are as follows:

Outdoor recreation and education of the general public [[§ 1.170A-14(d)(2)]. The Property will provide public access for passive outdoor recreation and education, as an addition to South Platte Park, for the use and enjoyment of the general public.

Relatively Natural Habitat [§ 1.170A-14(d)(3)]. The Property provides a critical wildlife corridor on the east side of the South Platte River, which is crucial as adjacent properties continue to develop.

Open Space [§ 1.170A-14(d)(4)]. The Property qualifies as Open Space because it is being preserved for the scenic enjoyment of the general public and pursuant to a clearly delineated federal, state or local governmental conservation policy and will yield a significant public benefit.

Scenic enjoyment. The Property adds to the scenic character of the local landscape including the South Platte River basin and, contains a harmonious variety of shapes and textures, and provides a degree of openness, contrast and variety to the overall landscape. The property is visually accessible to the public from both South Platte Park and the Mary Carter Greenway, which are open to and actively utilized by residents of the City of Littleton, Arapahoe County and the State of Colorado.

Buffering and expansion of existing publicly-owned open space. The Property is immediately surrounded to the north, south and west by South Platte Park, which is previously dedicated public open space also owned by the Grantor. Protection of the Property enhances the conservation values of the greater area by expanding, buffering and establishing a contiguous landscape of managed open space.

Clearly delineated government policy.

Arapahoe County has recognized the importance of the preservation of fragile ecosystems, natural areas, scenic vistas, and wildlife habitats and corridors to enhance the quality of life of the citizens of the County. Specifically, the Arapahoe County Comprehensive Plan, adopted June 19, 2001, the Natural and Cultural Resources and the Environment Policies 1.2 and 1.3, provide in part that the County desires to "conserve wildlife habitat and corridors;" "maintain significant views and ridgelines;" "support agricultural activities;" and "conserve prime agricultural lands."

The City of Littleton COMPLAN contains several open space and natural features goals and policies. Goal A seeks to "preserve and enhance the major natural features in the Santa Fe Corridor [including...] Lee Gulch, South Platte River, and South Platte Park." Policy 1 under this goal further states, "preserve the presence and visibility of, and provide visual connections to the foothills/mountains and South Platte River corridor. Significant opportunities to accomplish this occur at: [...] Lee Gulch, [...]. Policy 2 states that the quality of these open spaces and natural features [should be preserved] utilizing selected acquisition, increased setbacks and/or land use controls."

Significant public benefit. There is a foreseeable trend of commercial and/or residential development in the immediate vicinity of the Property. If the Property were to be sold and developed instead of being protected by this Easement (defined below), there is a strong likelihood that it would contribute to a degradation of the scenic and natural character of the area. Preservation of the Property will continue to provide an opportunity for the general public to appreciate its scenic values and provide an important wildlife corridor along the river.

C. The voters of Arapahoe County, Colorado, by approval of a referred measure on November 4, 2003, authorized the imposition of a sales and use tax for the purposes set forth in Arapahoe County Resolution Number 030381, including, but not limited to, the acquisition of

open space or interests in open space, the development of trails, environmental education and passive outdoor recreation.

D. Grantor intends that the Conservation Values of the Property be preserved and protected in perpetuity, and that any uses be prohibited that would substantially diminish or impair the Conservation Values or that otherwise would be inconsistent with the purposes of this Easement or with Arapahoe County Resolution Number 030381.

E. Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the Conservation Values of the Property in perpetuity.

F. Grantee is a publicly supported, tax-exempt nonprofit organization, qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations adopted pursuant thereto, whose primary purpose is the preservation of natural areas within the urban landscape to foster open space, scenic, and recreational opportunities and ecological well-being.

G. Grantee is also a charitable organization as required under C.R.S. § 38-30.5-101, *et seq.*, which provides for conservation easements to maintain land and water in a natural, scenic or open condition, for wildlife habitat, and other uses or conditions consistent with the protection of open land in Colorado.

H. The voters of the State of Colorado by adoption of Article XXVII to the Constitution of the State of Colorado, the legislature of the State of Colorado by adoption of enabling legislation, and the State Board of the Great Outdoors Colorado Trust Fund (the "Board"), by adopting and administering competitive grants application and rigorous due diligence review processes, have established that it is the policy of the State of Colorado and its people to preserve, protect, enhance and manage the state's wildlife, park, river, trail and open space heritage, to protect critical wildlife habitats through the acquisition of lands, leases or easements, and to acquire and manage unique open space and natural areas of statewide significance. Specifically, this Property has been recently acquired as part of the South Platte Greenway Legacy Project which seeks to increase trail connectivity in the region, enhance the recreational experience along the Greenway, and conserve open space in the South Metro Region.

I. Grantee agrees by accepting this Easement to honor the intentions of Grantor stated herein and to further the governmental policies stated herein by preserving and protecting the Conservation Values of the Property in perpetuity for the benefit of this and future generations;

NOW, THEREFORE, in consideration of the above and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Colorado, and in particular C.R.S. § 38-30.5-101 *et seq.*, Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in gross, in perpetuity, over the Property of the nature and character and to the extent hereinafter set forth ("Easement").

1. Purpose. The purpose of this Easement is to preserve and protect the Conservation Values of the Property, and to ensure that the Property is used in a manner consistent with this Easement and with Arapahoe County Resolution Number 030381, in perpetuity. To achieve this

Purpose, Grantor intends to convey this Deed of Conservation Easement to Grantee to ensure that the Conservation Values of the Property will be preserved and protected forever. Subject to the purpose of this Easement, Grantor and Grantee intend to permit only uses of the Property that do not substantially diminish or impair the Property's Conservation Values and to prohibit any use of the Property that will substantially impair or interfere with protecting the Property's Conservation Values. It is the intent of the Grantor to maintain the Property as open space. Specifically, it is Grantor's intent to preserve and, where appropriate, to restore and enhance certain habitat values and natural attributes, scenic qualities, and outdoor recreational opportunities available to the general public. The Property will be annexed into the existing South Platte Park and managed according to the approved South Platte Park Management Plan.

2. Baseline Inventory: A written report has been prepared, reviewed, and approved by both parties, which documents the existing condition of the Property (the "Baseline Inventory Report"). A copy of the Baseline Inventory Report shall be kept on file with both parties and by this reference made a part hereof. The parties further agree that, in the event a controversy arises with respect to the condition of the Property as of the date of this grant, or compliance with or violation of any term or provision of this Easement, the parties shall not be precluded from using evidence in addition to the Baseline Inventory Report to assist in resolving the controversy.

3. Rights of Grantee. To accomplish the purpose of this Easement the following rights are conveyed to Grantee by this Easement:

- a. To preserve and protect the Conservation Values of the Property;
- b. To enter upon the Property at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor;
- c. To prevent any activity on or use of the Property that is inconsistent with the language or purpose of this Easement; and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent use.

4. Reserved Rights. Grantor reserves to itself, and to its agents, contractors, successors, and assigns, all rights to engage in the following uses of the Property and all activities reasonably incidental thereto provided that all uses of the Property shall be consistent with the purpose of this Easement and shall not substantially diminish or impair the Conservation Values of the Property.

a. The use and enjoyment of the Property by the general public for open space, environmental education and non-commercial, non-motorized passive outdoor recreational activities. For purposes of this Easement, the term "passive outdoor recreational activities" shall mean and include walking, running, picnicking, relaxing, photography, wildlife and scenery viewing, and other similar activities, but shall specifically not include sports fields/courts or recreation centers.

- b. To remove and manage noxious and nuisance weeds.
- c. To manage wildlife under circumstances where public health and safety are in jeopardy and for natural resource purposes in cooperation with the Colorado Division of

Wildlife. Grantor may allow trapping as deemed necessary for permitted wildlife management goals, and/or to study threatened or endangered species or species proposed for listing; provided, however, that wildlife management on the Property shall not impair or significantly impact the Conservation Values, nor interfere with the public recreation use of the Property.

d. To provide access to the well and pipeline according to the terms, conditions, provisions, easements and obligations as contained in Special Warranty Deed recorded _____, in Book ____ at Page _____.

5. Prohibited and Restricted Uses. Any use of the Property not expressly allowed under Paragraph 4 of this Easement ("Reserved Rights") or not otherwise consistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited or restricted in the manner described below:

a. Development Rights. Grantor hereby grants to Grantee all development rights except as otherwise expressly reserved herein, and the parties agree that such rights are hereby released, terminated and extinguished, and may not be used on or transferred off of the Property to any other property adjacent or otherwise or used for the purpose of calculating permissible lot yield of the Property or any other property.

b. Construction of Buildings and Other Structures. The construction of any building, structure or other improvement is prohibited. No residential or commercial buildings, structures, or improvements shall be permitted.

c. Storage. Storage of materials is prohibited except for storage of certain materials reasonably necessary to facilitate the use of the Property for the uses allowed by Paragraph 4, for a reasonable period of time to facilitate construction and maintenance of the Property.

d. Subdivision. Any division or subdivision of title to the Property, whether by physical or legal process, is prohibited.

e. Timber Harvesting. Trees may be cut to control insects and disease, to control invasive non-native species, and to prevent personal injury and property damage. Commercial timber harvesting on the Property is prohibited. The cutting of any trees shall be conducted in a manner that does not impair the Property's Conservation Values or other significant conservation interests.

f. Mining. The mining or extraction of soil, sand, gravel, rock, oil, natural gas, fuel, or any other mineral substance is prohibited.

g. Paving and Trail Construction. No portion of the Property shall be paved or otherwise covered with concrete, asphalt, or any other paving material.

h. Trash. The dumping or uncontained accumulation of any kind of trash or refuse on the Property, including but not limited to household trash and hazardous chemicals is prohibited. Trash containers used on the Property shall be wildlife resistant to prevent potential human-wildlife conflicts.

i. Motorized Vehicles. Motorized vehicles may only be used in a manner that does not substantially diminish or impair the Conservation Values of the Property. If motorized vehicles are used for maintenance in a manner that diminishes the Conservation Values, Grantor agrees, at its sole expense, to restore and promptly and diligently re-vegetate the Property with native seed or vegetation. Off road vehicle courses for snowmobiles, all-terrain vehicles, motorcycles, or other motorized vehicles are prohibited. Nothing in this paragraph is intended to prohibit the use of motorized vehicles for any other use that is permitted under this Easement.

j. Commercial or Industrial Activity. No commercial or industrial uses shall be allowed on the Property.

k. Signage or Billboards. No commercial signs, billboards, awnings, or advertisements shall be displayed or placed on the Property.

l. Sports Fields/Courts. The Property shall not be used for sports fields or courts.

6. South Platte Park Management Plan. The Property shall be operated and managed as part of South Platte Park in accordance with an existing land management plan that is designed to protect the Conservation Values of the Property ("Management Plan"). A copy of the South Platte Park Management Plan shall be delivered to the Grantee within one year of the date of this Deed and shall be updated at least every six years. Grantor and Grantee must approve the final language of the Management Plan before it is adopted.

7. Notice of Intention to Undertake Certain Permitted Actions. The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted activities is to afford Grantee an opportunity to ensure that the activities in question are designed and carried out in a manner consistent with the purpose of this Easement. Whenever notice is required, Grantor shall notify Grantee in writing not less than 60 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Easement.

8. Grantee's Approval. Where Grantee's approval is required, Grantee shall grant or withhold its approval in writing within 60 days of receipt of Grantors' written request therefore, in accordance with the notice requirements set forth in Section 7 above. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed would be inconsistent with the language or purpose of this Easement.

9. Enforcement. If Grantee finds what it believes is a violation of this Easement, Grantee shall immediately notify Grantor and the Board in writing of the nature of the alleged violation. Upon receipt of this written notice, Grantor shall either: (a) restore the Property to its condition prior to the violation or to take such other action as may be reasonable or necessary to eliminate the violation; or (b) provide a written explanation to Grantee of the reason why the alleged violation should be permitted. If the condition described in clause (b) above occurs, both parties agree to meet as soon as possible to resolve this difference. If a resolution of this difference cannot be achieved at the meeting, both parties agree to meet with a mutually

acceptable mediator to attempt to resolve the dispute. Except that, if in Grantee's opinion, an ongoing or imminent violation could irreversibly diminish or impair the Conservation Values of the Property, Grantee may, at its discretion, take appropriate legal action without resorting first to mediation. Grantor shall discontinue any activity that could increase or expand the alleged violation during the mediation process. Should mediation fail to resolve the dispute, Grantee may, at its discretion, take appropriate legal action. If a court with jurisdiction determines that a violation is imminent, exists, or has occurred, Grantee may get an injunction to stop it, temporarily or permanently. A court may also issue an injunction to require Grantor to restore the Property to its condition prior to the violation.

10. Costs of Enforcement. Any costs incurred by Grantee in enforcing the terms of this Easement against Grantor, including, without limitation, costs of suit and attorney fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement, shall be borne by Grantor.

11. Grantee's Discretion. Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. Grantor hereby waives any defense of laches, estoppel, or prescription, including any defenses available under C.R.S. § 38-41-119, et seq.

12. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

13. Access. Grantor shall permit the general public to access the Property on such terms and conditions as Grantor deems appropriate.

14. Restoration and Maintenance. Grantor shall maintain the Property in good condition and in a manner consistent with the Conservation Values.

15. Costs and Liabilities. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, restoration, operation, upkeep, and maintenance of the Property, including weed control and eradication and including the maintenance of adequate comprehensive general liability insurance coverage. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

16. Hold Harmless. Grantor shall hold harmless, indemnify, and defend Grantee and the Board, and their respective members, directors, officers, employees, agents, and contractors, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or

judgments, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the obligations specified in Paragraph 9 herein; and (3) the presence or release of hazardous or toxic substances on, under or about the Property. For the purpose of this paragraph, hazardous or toxic substances shall mean any hazardous or toxic substance that is regulated under any federal, state or local law. Without limiting the foregoing, nothing in this Deed shall be construed as giving rise to any right or ability in Grantee or the Board, nor shall Grantee or the Board have any right or ability, to exercise physical or managerial control over the day-to-day operations of the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

17. Real Property Interest. This Easement constitutes a real property interest immediately vested in Grantee. Further, it is the parties' intent that this interest shall "run with the land," and shall be enforceable against any and all subsequent owners of the Property or successors or assigns of Grantor.

18. Condemnation or Other Extinguishment. If this Easement is taken, in whole or in part, by exercise of the power of eminent domain, or if circumstances arise in the future that render the purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. Each party shall promptly notify the other party and the Board in writing when it first learns of such circumstances. Grantee shall be entitled to compensation in accordance with applicable law, after the satisfaction of prior claims, from any sale, exchange, condemnation, or other involuntary or voluntary conversion of all or any portion of the Property subsequent to such termination or extinguishment. Grantee's compensation shall be determined by multiplying the fair market value of the Property as unencumbered by the Easement (minus any increase in value after the date of this Easement attributable to improvements) by the ratio of the value of the Easement to the value of the Property determined as of the date of this grant. The Board shall be entitled to receive 48% of Grantee's compensation, and Arapahoe County (hereinafter "the County") shall be entitled to receive 25% of Grantee's compensation, which Grantee shall promptly remit to the Board and the County.

19. Assignment. This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that (a) is authorized to acquire and hold conservation easements under Colorado law, (b) agrees to assume the responsibility imposed on Grantee by this Easement, and (c) is approved in writing as a transferee by the Board in its sole discretion. Grantee shall provide the Board, the County and Grantor with a written request to assign the Easement at least forty-five (45) days prior to the date of the assignment transaction. Prior to making any final determination hereunder, the Board shall consult with the County and Grantor. The Board may disapprove of the transfer for any reason, including but not limited to, the holder's desire to sell its interest in the Property.

a. If Grantee desires to transfer this Deed to a qualified organization having similar purposes as Grantee, but Grantor or the Board has refused to approve the transfer, a court with jurisdiction shall transfer this Deed to another qualified organization having similar purposes that agrees to assume the responsibility imposed on Grantee by this Deed, provided that

Grantor and the Board shall have adequate notice of and an opportunity to participate in the court proceeding leading to the court's decision on the matter.

b. The Board, the Grantor and the County shall each have the right, with the concurrence of the others, to require Grantee to assign its rights and obligations under this Easement to a different organization if Grantee ceases to exist or becomes unqualified to hold the Easement, or if for any reason is unable or unwilling to enforce the terms and provisions of this Easement. If Grantee ceases to exist prior to an assignment of this Easement, then the Easement shall automatically revert to an organization designated by the Board, Grantor and the County, in agreement with each other, that is a) is authorized to acquire and hold conservation easements under Colorado law, and (b) agrees to assume the responsibility imposed on Grantee by this Easement.

20. Subsequent transfers. Grantor shall incorporate the terms and conditions of this Easement in any deed or other legal instrument by which it divest itself of any interest in all or a portion of the Property, except conveyance of a leasehold interest that is no longer than one year in duration and is otherwise consistent with the terms of this Easement. Grantor further agrees to give written notice to Grantee and the Board of the transfer of any interest at least forty-five (45) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

21. Additional Board Refund. The Board's Grant will provide partial consideration for Grantor's acquisition of fee title to the Property, associated water rights, and/or partial real estate interest in the Property above and beyond the Easement; therefore, any voluntary sale, conveyance, transfer, or other disposal of all or any portion of Grantor's interest in the Property or associated water rights ("Sale"), excluding any lease of the Property or the water rights to a third party in the ordinary course of using the Property for permitted purposes, shall constitute a material change to the Grant that shall require prior written Board approval and may require a separate refund to the Board of an amount to compensate the Board for use of the Board's Grant, plus administrative costs (the "Additional Board Refund"), in addition to any payment that the Board may be entitled to receive under Paragraph 16 above.

a. Amount. The amount of the Additional Board Refund shall be based upon a percentage of Grantor's net proceeds from the Sale, which shall be defined as the fair market value of the property being sold in the Sale, minus direct transaction costs ("Net Proceeds"). The Additional Board Refund shall be determined by: a) first dividing the Board's Grant amount by the original purchase price for fee title to the Property; b) then by multiplying the resulting ratio by the Net Proceeds; and c) adding interest figured from the Grant payment date at the Prime Rate listed by the Federal Reserve Bank of Kansas City, Missouri that is most current on the effective date of the Sale. The Board may, in its sole discretion, waive the requirement for payment of interest or reduce the amount of interest due at the time of the Sale. The Additional Board Refund shall be paid to the Board in cash or certified funds on or before the effective date of the Sale.

b. Possible Exception to Refund Requirement. If a Sale occurs to a third party which is eligible to receive open space funding from the Board, and the Board has provided written confirmation of the third party's eligibility, Grantor shall not be required to pay the Board an Additional Board Refund, unless the Board determines in its sole discretion that one or more aspects of the Grant have changed that reduce the Grant

project's scope from that of the original Grant as approved by the Board. (For example, if the Grantor proposed that the Grant project would include public access to the Property, and the Sale will result in substantially the same amount and type of public access, the Board will deem that a material change in the Grant project's scope has not occurred, and Grantor shall not be required to pay the Board an Additional Board Refund, unless another aspect of the Grant project has changed that reduces the Grant project's scope from that of the original Grant as approved by the Board.)

22. Notices. Any notice, demand, request, consent, approval, or communication that either party or the Board is required to give to the other in writing shall be either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor:

City Manager
City of Littleton
2255 West Berry Ave.
Littleton, Colorado 80165

To Grantee:

South Metro Land Conservancy
P.O. Box 456
Littleton, Colorado 80160

with a copy to:

Arapahoe County Attorney
5334 S. Prince St.
Littleton, CO 80166

To the Board:

Executive Director
State Board of the Great Outdoors Colorado Trust Fund
1600 Broadway, Suite 1650
Denver, CO 80202

or to such other address as either party or the Board from time to time shall designate by written notice to the other.

23. Grantor's Title Warranty. Grantor warrants that Grantor has good and sufficient title to the Property and hereby promises to defend the same against all claims from persons claiming by, through, or under Grantor.

24. Subsequent Liens on the Property. No provisions of this Easement shall be construed as impairing the ability of Grantor to use this Property as collateral for subsequent borrowing, provided that any mortgage or lien arising from such a borrowing would be subordinated to this Easement.

25. Recording. Grantee shall record this instrument in a timely fashion in the official records of each county in which the Property is situated, and may re-record it at any time as may be required to preserve its rights in this Easement.

26. General Provisions.

a. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of the State of Colorado.

b. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of C.R.S. §38-30.5-101, et seq. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

c. Severability. If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

d. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

e. Joint Obligation. If more than one owner owns the Property at any time, the obligations imposed by this Easement shall be joint and several upon each of the owners.

f. Non-Merger. No merger shall be deemed to have occurred hereunder or under any documents executed in the future affecting this Easement, unless the parties expressly state that they intend a merger of estates or interests to occur and the parties have also obtained the prior written consent of the Board approving such merger of estates or interests.

g. Successors. The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

h. Termination of Rights and Obligations. Provided that a transfer is permitted by this Deed, a party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

i. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

j. No Third Party Beneficiaries. This Easement is entered into by and between Grantor and Grantee, and is solely for the benefit of Grantor, Grantee, the County, and the Board and their respective successors and assigns for the purposes set forth herein, and does not create rights or responsibilities in any third parties beyond Grantor, Grantee, the County, and the Board, or their successors and assigns.

k. Amendment. If circumstances arise under which an amendment to or modification of this instrument would be appropriate, Grantor and Grantee may jointly amend this instrument; provided that no amendment shall be allowed that will affect the qualifications of this Easement under any applicable laws; and provided, further, that the prior written approval of the Board shall be required. Any amendment must be consistent with the conservation purposes of this Easement and shall not affect its perpetual duration. Any amendment must be in writing, signed by both parties, and recorded in the records of the Clerk and Recorder of the County in which the Property is located.

l. Change of Conditions. A change in the potential economic value of any use that is prohibited by or inconsistent with this Easement, or a change in any current or future uses of neighboring properties, shall not constitute a change in conditions that makes it impossible or impractical for continued use of the Property for conservation purposes and shall not constitute grounds for terminating the Easement.

m. Termination of the Board. In the event that Article XXVII of the Colorado Constitution, which established the State Board of the Great Outdoors Colorado Trust Fund, is amended or repealed to terminate the Board or merge the Board into another entity, the rights and obligations of the Board hereunder shall be assigned to and assumed by such other entity as provided by law, but in the absence of such direction, by the Colorado Department of Natural Resources or its successor.

n. Authority to Execute. Each party represents to the other that such party has full power and authority to execute, deliver, and perform this Deed, that the individual executing this Deed on behalf of said party is fully empowered and authorized to do so, and that this Deed constitutes a valid and legally binding obligation of said party enforceable against said party in accordance with its terms.

TO HAVE AND TO HOLD unto Grantee, its successors, and assigns forever.

IN WITNESS WHEREOF Grantor and Grantee have executed this Deed of Conservation Easement on the day and year first written above.

CITY OF LITTLETON

SOUTH METRO LAND CONSERVANCY

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

APPROVED AS TO FORM
By: [Signature] **ACKNOWLEDGMENTS**
Littleton City Attorney
Date

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was executed before me a Notary Public on this ____ day of ____, 2009, by _____, as _____ of the City of Littleton, a Colorado municipal corporation.

NOTARY PUBLIC

My commission expires:

(SEAL)

STATE OF _____)
) ss.
COUNTY OF _____)

This instrument was executed before me a Notary Public on this ____ day of June, 2009, by _____, as _____ of South Metro Land Conservancy, a Colorado nonprofit corporation, on behalf of said corporation.

NOTARY PUBLIC

My commission expires:

(SEAL)

Exhibit A
Property Description

A PARCEL OF LAND BEING A PORTION OF SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 32, THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31, WHENCE THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 31 BEARS SOUTH 00°18'15" WEST, WITH ALL BEARINGS HEREIN BEING REFERENCED TO THIS LINE;

THENCE SOUTH 37°48'12" WEST A DISTANCE OF 571.65 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 47°47'30" WEST A DISTANCE OF 50.00 FEET;

THENCE SOUTH 42°12'30" WEST A DISTANCE OF 50.00 FEET TO THE NORTHEASTERLY BOUNDARY LINE OF A PARCEL OF LAND DESCRIBED IN BOOK 3808, PAGE 326 OF THE ARAPAHOE COUNTY CLERK AND RECORDERS OFFICE;

THENCE ALONG SAID NORTHEASTERLY BOUNDARY LINE, NORTH 47°47'30" WEST A DISTANCE OF 413.97 FEET;

THENCE NORTH 42°06'18" EAST A DISTANCE OF 50.00 FEET;

THENCE NORTH 47°47'30" WEST A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTHEASTERLY BOUNDARY LINE OF SAID PARCEL OF LAND DESCRIBED IN BOOK 3808, PAGE 326;

THENCE ALONG SAID NORTHEASTERLY BOUNDARY LINE, NORTH 42°06'18" EAST A DISTANCE OF 370.00 FEET;

THENCE SOUTH 47°53'42" EAST A DISTANCE OF 50.00 FEET;

THENCE NORTH 42°06'18" EAST A DISTANCE OF 50.00 FEET;

THENCE NORTH 47°53'42" WEST A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTHEASTERLY BOUNDARY LINE OF SAID PARCEL OF LAND DESCRIBED IN BOOK 3808, PAGE 326;

THENCE ALONG SAID NORTHEASTERLY BOUNDARY LINE, NORTH 42°06'18" EAST A DISTANCE OF 520.00 FEET;

THENCE SOUTH 47°53'42" EAST A DISTANCE OF 50.00 FEET;

THENCE NORTH 42°06'18" EAST A DISTANCE OF 50.00 FEET;

THENCE NORTH 47°53'42" WEST A DISTANCE OF 50.00 FEET TO A POINT ON THE NORTHEASTERLY BOUNDARY LINE OF SAID PARCEL OF LAND DESCRIBED IN BOOK 3808, PAGE 326;

THENCE ALONG SAID NORTHEASTERLY BOUNDARY LINE, NORTH 42°06'18" EAST A
DISTANCE OF 270.79 FEET;

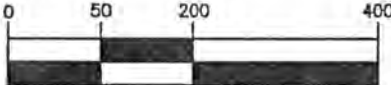
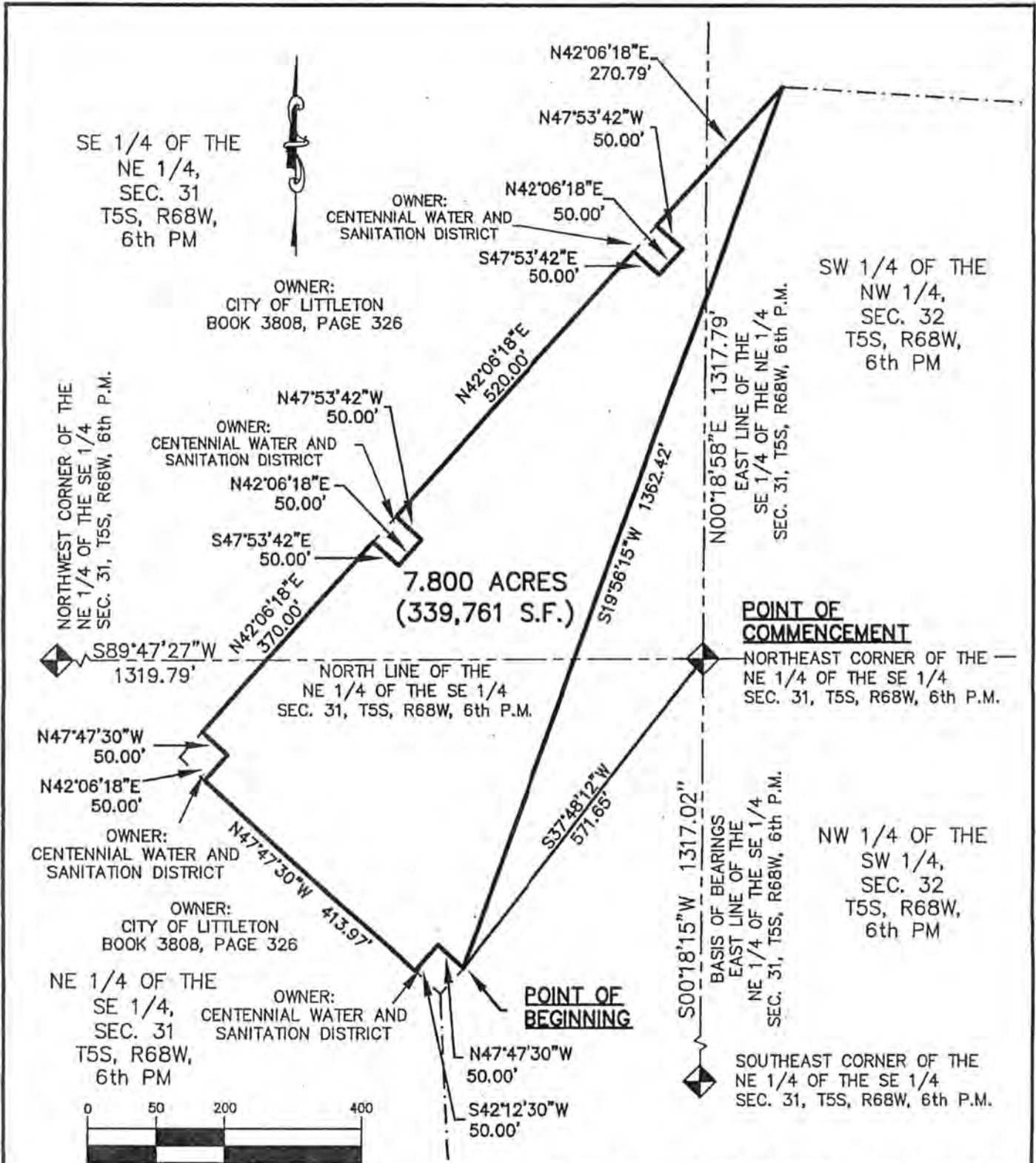
THENCE DEPARTING SAID NORTHEASTERLY BOUNDARY LINE, SOUTH 19°56'15" WEST A
DISTANCE OF 1362.42 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 7.800 ACRES (339,761 SQ. FT.), MORE OR LESS.

EXHIBIT ATTACHED AND MADE A PART HEREOF.

Exhibit B
Property Map

EXHIBIT



1 inch = 200 ft.

NOTE: THIS ILLUSTRATION DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

PATH: \54908-01\DWG
 DWG NAME: EXHIBIT
 DRAWN: twc CHECKED: JW
 DATE: 11-12-2008
 SCALE: 1" = 200'

AZTEC CONSULTANTS, INC.
 300 East Mineral Ave., Suite 1
 Littleton, Colorado 80122
 Phone: (303) 713-1898
 Fax: (303) 713-1897
 www.aztecconsultants.com

ENSOR EXHIBIT
 CITY OF LITTLETON, COLORADO

Changes to Council Communication

City of Littleton

Council Communication

Date	Agenda No.	Subject
8/4/09	7(b)	An ordinance of the City of Littleton, Colorado, amending Section 2-2-1 and repealing Chapter 5 of Title 2 of the Littleton City Code related to the Business/Industry Affairs Advisory Committee

Initiated By: City Council
Action Proposed: Approve Ordinance on First Reading
Presented By: Suzanne Staiert, City Attorney

INTRODUCTION/ HISTORY AND FACTS

At the July 14th Study Session City Council directed staff to bring back an ordinance which would eliminate the Business/Industry Affairs Advisory Committee (BIAAC) and to request input from BIACC and the Planning Commission. The attached ordinance removes the reference to the BIAAC from Section 2-2-1 of the City Code and repeals the entire City Code chapter governing the BIAAC.

FINANCIAL DETAILS

No direct fiscal impact.

LEGAL OPINION

The documents have been prepared and reviewed by the City Attorney.

CONFLICTS AND/OR COMPLICATIONS

None.

CONCLUSION AND RECOMMENDATIONS

None.

SUGGESTED MOTION

I move that the ordinance repealing a portion of the City Code related to the Business/Industry Affairs Advisory Committee be approved on first reading, and set for a public hearing on September 1, 2009.

Moved by: _____

Seconded by: _____

Yes _____ No _____ Absent _____

Changes to Council Communication

City of Littleton

Council Communication

Date	Agenda No.	Subject
8/4/09	7(b)	An ordinance of the City of Littleton, Colorado, amending Section 2-2-1 and repealing Chapter 5 of Title 2 of the Littleton City Code related to the Business/Industry Affairs Advisory Committee

Initiated By:	City Council
Action Proposed:	Approve Ordinance on First Reading
Presented By:	Suzanne Staiert, City Attorney

INTRODUCTION/ HISTORY AND FACTS

At the July 14th Study Session City Council directed staff to bring back an ordinance which would eliminate the Business/Industry Affairs Advisory Committee (BIAAC). The attached ordinance removes the reference to the BIAAC from Section 2-2-1 of the City Code and repeals the entire City Code chapter governing the BIAAC.

FINANCIAL DETAILS

No direct fiscal impact.

LEGAL OPINION

The documents have been prepared and reviewed by the City Attorney.

CONFLICTS AND/OR COMPLICATIONS

None.

CONCLUSION AND RECOMMENDATIONS

None.

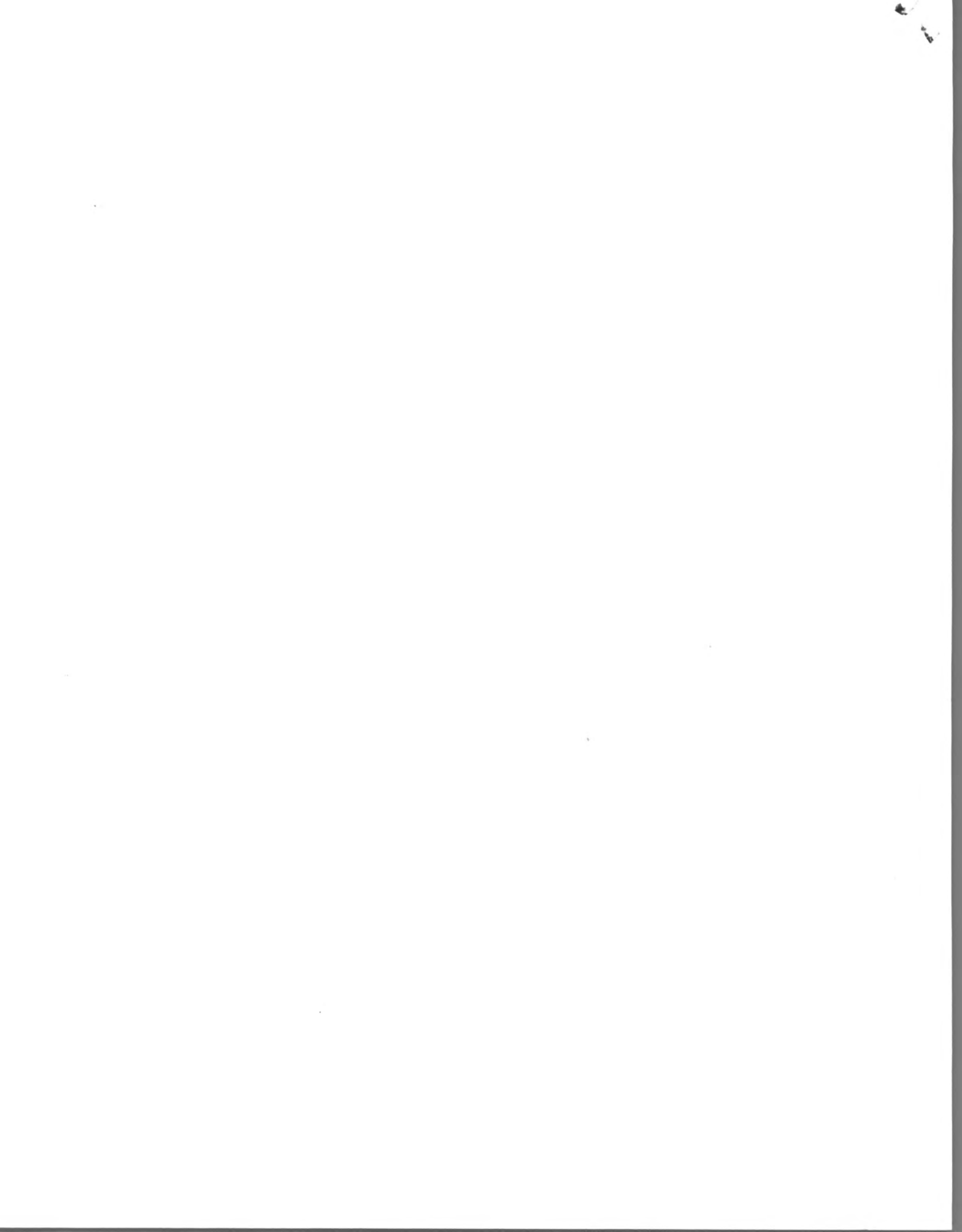
SUGGESTED MOTION

I move that the ordinance repealing a portion of the City Code related to the Business/Industry Affairs Advisory Committee be approved on first reading, and set for a public hearing on September 1, 2009.

Moved by: _____

Seconded by: _____

Yes _____ No _____ Absent _____



CITY OF LITTLETON, COLORADO

ORDINANCE NO. ____

Series of 2009

INTRODUCED BY COUNCILMEMBERS:

AN ORDINANCE OF THE CITY OF LITTLETON,
COLORADO, AMENDING SECTION 2-2-1 AND REPEALING
CHAPTER 5 OF TITLE 2 OF THE LITTLETON CITY CODE
RELATED TO THE BUSINESS/INDUSTRY AFFAIRS
ADVISORY COMMITTEE

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

Section 1: Littleton City Code, Section 2-2-1 is hereby amended to read as
follows:

2-2-1: CREATION:

There is hereby created a board of adjustment, a building board of appeals, ~~a business/industry
affairs advisory committee~~, a fine arts committee, a library board, a museum board, a planning
commission, a historical preservation board and a liquor authority which shall hereinafter for the
purposes of this title be referred to as "boards and commissions".

Section 2: Littleton City Code, Title 2, Chapter 5, Business/Industry Affairs
Advisory Committee is hereby repealed in its entirety.

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 ____ day of _____, 2009, passed on first reading by a vote of

___ FOR and ___ AGAINST; and ordered published by posting at Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

PUBLIC HEARING on the Ordinance to take place on the ___ day of _____, 2009, in the Council Chambers, Littleton Center, 2255 West Berry Avenue, Littleton, Colorado, at the hour of 7:00 p.m., or as soon thereafter as it may be heard.

PASSED on second and final reading, following public hearing, by a vote of ___ FOR and ___ AGAINST on the ___ day of _____, 2009, and ordered published by posting at Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

ATTEST:

CITY CLERK

PRESIDENT OF CITY COUNCIL

APPROVED AS TO FORM:


CITY ATTORNEY

City of Littleton

Council Communication

Date	Agenda No.	Subject
8/4/09	7(c)	An ordinance of the City of Littleton, Colorado, amending Section 2-2-3 of the Littleton City Code related to the election of board and commission officers

Initiated By:	City Council
Action Proposed:	Approve Ordinance on First Reading
Presented By:	Suzanne Staiert, City Attorney

INTRODUCTION/ HISTORY AND FACTS

City Code Section 2-2-3 provides that each board and commission shall elect its own chairman and vice chairman from citizen at large members at its first meeting in April of each year. At the July 14th Study Session, City Council directed staff to bring back an ordinance which would allow the boards and commissions to elect officers at other times of the year. The attached ordinance would allow boards and commissions to specify a different election date within their by-laws. Boards and Commissions which do not have by-laws, or do not specify a different date with the by-laws, would continue to conduct elections in April.

FINANCIAL DETAILS

No fiscal impact.

LEGAL OPINION

The documents have been prepared and reviewed by the City Attorney.

CONFLICTS AND/OR COMPLICATIONS

None.

CONCLUSION AND RECOMMENDATIONS

None.

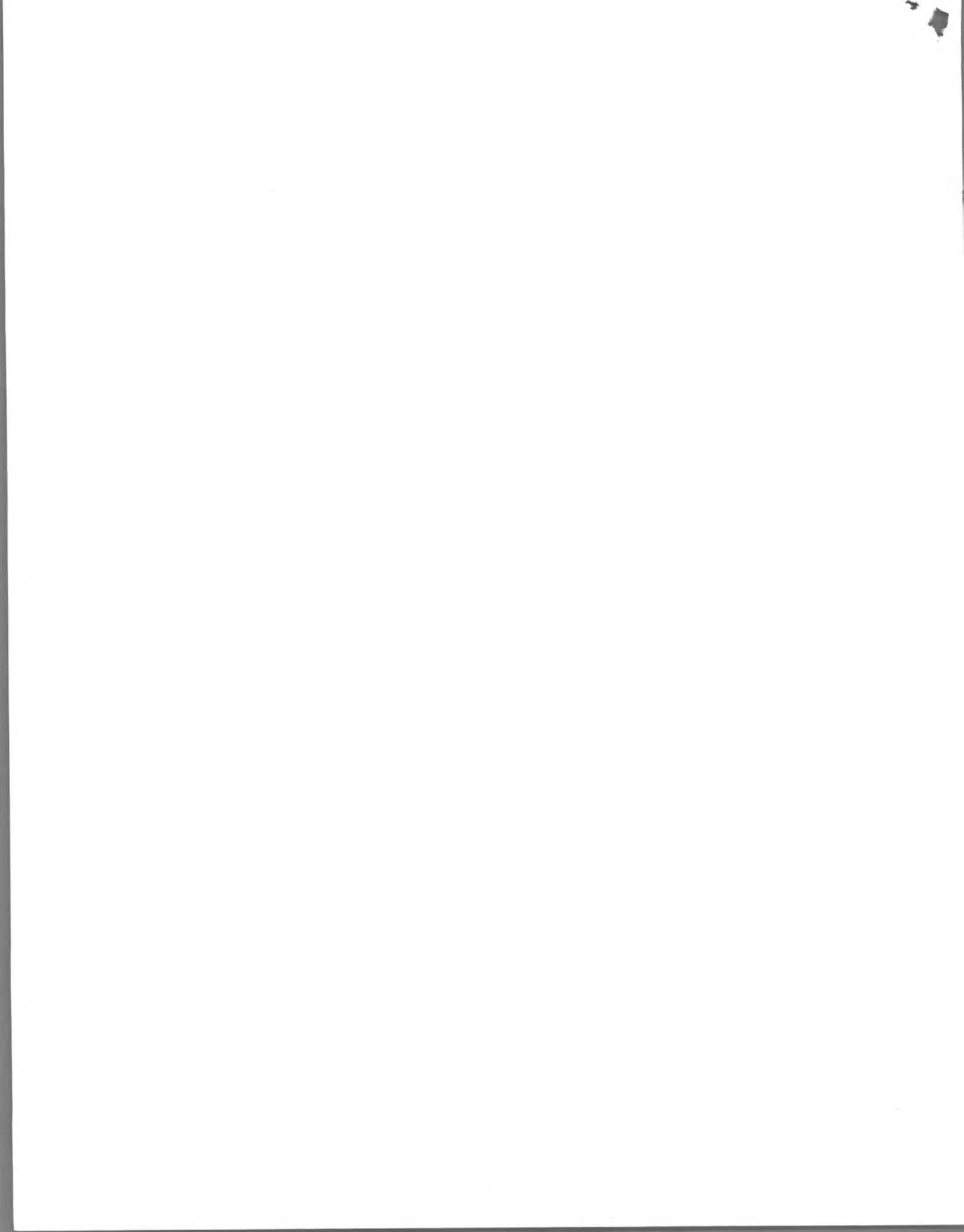
SUGGESTED MOTION

I move that the ordinance providing for the election of board and commission officers at any time designated by the by-laws be approved on first reading, and set for a public hearing on September 1, 2009.

Moved by: _____

Seconded by: _____

Yes _____ No _____ Absent _____



CITY OF LITTLETON, COLORADO

ORDINANCE NO. ____

Series of 2009

INTRODUCED BY COUNCILMEMBERS:

AN ORDINANCE OF THE CITY OF LITTLETON,
COLORADO, AMENDING SECTION 2-2-3 OF THE
LITTLETON CITY CODE RELATED TO THE ELECTION OF
BOARD AND COMMISSION OFFICERS

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

Section 1: Littleton City Code, Section 2-2-3(c) is hereby amended to read as follows:

2-2-3: MEMBERS; APPOINTMENT AND REQUIREMENTS:

(C) Each board and commission shall elect its own chairman and vice chairman from citizens at large members at its first meeting in April of each year, OR AT ANY OTHER SUCH TIME DESIGNATED IN ITS BY-LAWS, shall create and fill such other offices and subcommittees from among its members as it deems necessary, and shall operate in accordance with its rules of procedures as set forth by the city council.

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 ____ day of _____, 2009, passed on first reading by a vote of
____ FOR and ____ AGAINST; and ordered published by posting at Littleton Center, Bemis

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

PUBLIC HEARING on the Ordinance to take place on the ___ day of _____, 2009, in the Council Chambers, Littleton Center, 2255 West Berry Avenue, Littleton, Colorado, at the hour of 7:00 p.m., or as soon thereafter as it may be heard.

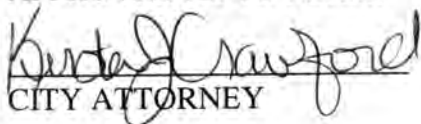
PASSED on second and final reading, following public hearing, by a vote of ___ FOR and ___ AGAINST on the ___ day of _____, 2009, and ordered published by posting at Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

ATTEST:

CITY CLERK

PRESIDENT OF CITY COUNCIL

APPROVED AS TO FORM:


CITY ATTORNEY

Changes to Ord.

City of Littleton

Council Communication

Date	Agenda No.	Subject
8/4/09	8(a)	An Ordinance on Second Reading submitting to the registered electors of the City of Littleton, Colorado, a proposed amendment to Littleton City Charter Section 58 related to the appointment of Municipal Court judges.

Initiated By:	Suzanne Staiert, City Attorney
Action Proposed:	Approve Ordinance on Second Reading
Presented By:	Suzanne Staiert, City Attorney

INTRODUCTION/HISTORY AND FACTS

Section 58 of the Littleton City Charter requires the Municipal Court judge to live or maintain a law office in the City of Littleton. City Council previously discussed eliminating this requirement and directed the City Attorney to draft a ballot question related to this issue.

Section 8 of the Littleton City Charter requires that any amendment to the Charter must be submitted to the electors. C.R.S. Section 31-2-210 (1)(B) requires charter amendments be submitted to the voters by ordinance.

If approved by the voters, the attached ordinance would eliminate residency/office requirements for the municipal judges and delete outdated language.

FINANCIAL DETAILS

City Clerk has indicated that the costs associated with the ballot issue would be approximately \$10,000.

LEGAL OPINION

The City Attorney has reviewed the ordinance and finds it to be in compliance with all applicable federal, state and local laws and ordinances.

CONFLICTS AND/OR COMPLICATIONS

None.

CONCLUSION AND RECOMMENDATIONS

It is recommended that the ordinance submitting the proposed amendment to a vote of the registered electors be approved.

Change to Ord.

Date	Agenda No.	Subject
8/4/09	8(a)	An ordinance on Second Reading submitting to the registered electors of the City of Littleton, Colorado, a proposed amendment to Littleton City Charter Section 58 related to the appointment of Municipal Court judges.

SUGGESTED MOTION

I move that the ordinance submitting to the registered electors a proposed amendment to Littleton City Charter Section 58 eliminating the requirement that municipal court judges live or maintain an office within the city be approved on second reading and that the Council President be authorized to affix his signature thereto.

Moved by: _____

Seconded by: _____

Yes _____ No _____ Absent _____

CITY OF LITTLETON, COLORADO

Ordinance No. ____

Series of 2009

INTRODUCED BY COUNCILMEMBERS: _____

AN ORDINANCE OF THE CITY OF LITTLETON, COLORADO, SUBMITTING TO THE REGISTERED ELECTORS OF THE CITY OF LITTLETON, COLORADO, A PROPOSED AMENDMENT TO LITTLETON CITY CHARTER SECTION 58 RELATED TO THE APPOINTMENT OF MUNICIPAL COURT JUDGES.

WHEREAS, Section 58 of the Littleton City Charter requires the municipal court judge live or maintain a law office in the City; and,

WHEREAS, Section 58 of the Littleton City Charter contains outdated language; and,

WHEREAS, City Council desires to place on the ballot a question related to residency requirements of the municipal court judge and outdated language in Section 58; and,

WHEREAS, Section 8 of the Littleton City Charter requires amendments to the Charter must be submitted to the electors; and,

WHEREAS, C.R.S. Section 31-2-210 (1)(B) requires changes to a city charter be referred to voters by an ordinance.

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

Section 1: The City Clerk is hereby authorized to submit the following to the registered voters of the City of Littleton at the November 3, 2009 election:

"Shall there be an amendment to Littleton City Charter Section 58 deleting outdated language and eliminating the requirement that the municipal court judge live or maintain a law office within the corporate boundaries of the City of Littleton?

_____ Yes

_____ No"

Section 2: Subject to voter approval of the ballot issue set forth in Section 1, Littleton City Charter Section 58 shall be amended to read as follows:

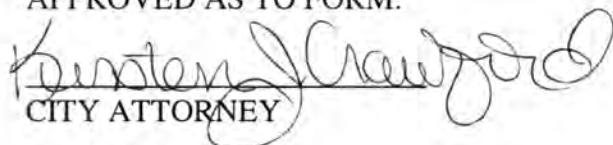
published by posting at Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

ATTEST:

CITY CLERK

PRESIDENT OF CITY COUNCIL

APPROVED AS TO FORM:


CITY ATTORNEY

Date	Agenda No.	Subject
8/4/09	8(a)	An Ordinance on Second Reading submitting to the registered electors of the City of Littleton, Colorado, a proposed amendment to Littleton City Charter Section 58 related to the appointment of Municipal Court judges.

Initiated By:	Suzanne Staiert, City Attorney
Action Proposed:	Approve Ordinance on Second Reading
Presented By:	Suzanne Staiert, City Attorney

INTRODUCTION/HISTORY AND FACTS

Section 58 of the Littleton City Charter requires the Municipal Court judge to live or maintain a law office in the City of Littleton. City Council previously discussed eliminating this requirement and directed the City Attorney to draft a ballot question related to this issue.

Section 8 of the Littleton City Charter requires that any amendment to the Charter must be submitted to the electors. C.R.S. Section 31-2-210 (1)(B) requires charter amendments be submitted to the voters by ordinance.

If approved by the voters, the attached ordinance would eliminate residency/office requirements for the municipal judges and delete outdated language.

FINANCIAL DETAILS

City Clerk has indicated that the costs associated with the ballot issue would be approximately \$10,000.

LEGAL OPINION

The City Attorney has reviewed the ordinance and finds it to be in compliance with all applicable federal, state and local laws and ordinances.

CONFLICTS AND/OR COMPLICATIONS

None.

CONCLUSION AND RECOMMENDATIONS

It is recommended that the ordinance submitting the proposed amendment to a vote of the registered electors be approved.

Date	Agenda No.	Subject
8/4/09	8(a)	An ordinance on Second Reading submitting to the registered electors of the City of Littleton, Colorado, a proposed amendment to Littleton City Charter Section 58 related to the appointment of Municipal Court judges.

SUGGESTED MOTION

I move that the ordinance submitting to the registered electors a proposed amendment to Littleton City Charter Section 58 eliminating the requirement that municipal court judges live or maintain an office within the city be approved on second reading and that the Council President be authorized to affix his signature thereto.

Moved by: _____

Seconded by: _____

Yes _____ No _____ Absent _____

CITY OF LITTLETON, COLORADO

Ordinance No. ____

Series of 2009

INTRODUCED BY COUNCILMEMBERS: _____

**AN ORDINANCE OF THE CITY OF LITTLETON, COLORADO,
SUBMITTING TO THE REGISTERED ELECTORS OF THE CITY OF
LITTLETON, COLORADO, A PROPOSED AMENDMENT TO
LITTLETON CITY CHARTER SECTION 58 RELATED TO THE
APPOINTMENT OF MUNICIPAL COURT JUDGES.**

WHEREAS, Section 58 of the Littleton City Charter requires the municipal court judge live or maintain a law office in the City; and

WHEREAS, City Council desires to place on the ballot a question related to residency requirements of the municipal court judge; and

WHEREAS, Section 8 of the Littleton City Charter requires amendments to the Charter must be submitted to the electors.

WHEREAS, C.R.S. Section 31-2-210 (1)(B) requires changes to a city charter be referred to voters by an ordinance.

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

Section 1: The City Clerk is hereby authorized to submit the following to the registered voters of the City of Littleton at the November 3, 2009 election:

“Shall there be an amendment to Littleton City Charter Section 58 deleting outdated language and eliminating the requirement that the municipal court judge live or maintain a law office within the corporate boundaries of the City of Littleton?

_____ Yes

_____ No”

Section 2: Subject to voter approval of the ballot issue set forth in Section 1, Littleton City Charter Section 58 shall be amended to read as follows:

Establishment; Appointment, Qualifications, Term, Etc., Of Judge.

There shall be a municipal court vested with exclusive original jurisdiction of all violations of the

3

charter and the ordinances of the city. The judge of the court shall be a person ~~possessing an LL.B. degree or~~ admitted to practice law in Colorado. ~~and residing in the city or having a law office in the city.~~ ~~He~~ THE JUDGE shall be appointed by the council for a term of two years from the date of appointment, and ~~he~~ may be removed at any time by unanimous vote of the entire council. ~~He~~ THE JUDGE shall receive such compensation as shall be fixed by the council. Such compensation shall in no manner be contingent upon the amount of fees charged or collected. ~~When necessary, the council shall designate a reputable person with an LL.B. degree or admitted to practice law in Colorado, to serve in his stead.~~ If, in the discretion of the council, more than one judge is necessary, one or more additional judges may be appointed.

Section 3: The City Clerk is hereby directed to provide notice of the election in conformance with State law.

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

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

INTRODUCED AS A BILL at a regularly scheduled meeting of the City Council of the City of Littleton on the ___ day of _____, 2009, passed on first reading by a vote of ___ FOR and ___ AGAINST; and ordered published by posting at Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

PUBLIC HEARING on the Ordinance to take place on the ___ day of _____, 2009, in the Council Chambers, Littleton Center, 2255 West Berry Avenue, Littleton, Colorado, at the hour of 7:00 p.m., or as soon thereafter as it may be heard.

PASSED on second and final reading, following public hearing, by a vote of FOR and _____ AGAINST on the ___ day of _____, 2009 and ordered published by posting at Littleton Center, Bemis Library, the Municipal Courthouse and on


the City of Littleton Website.

ATTEST:

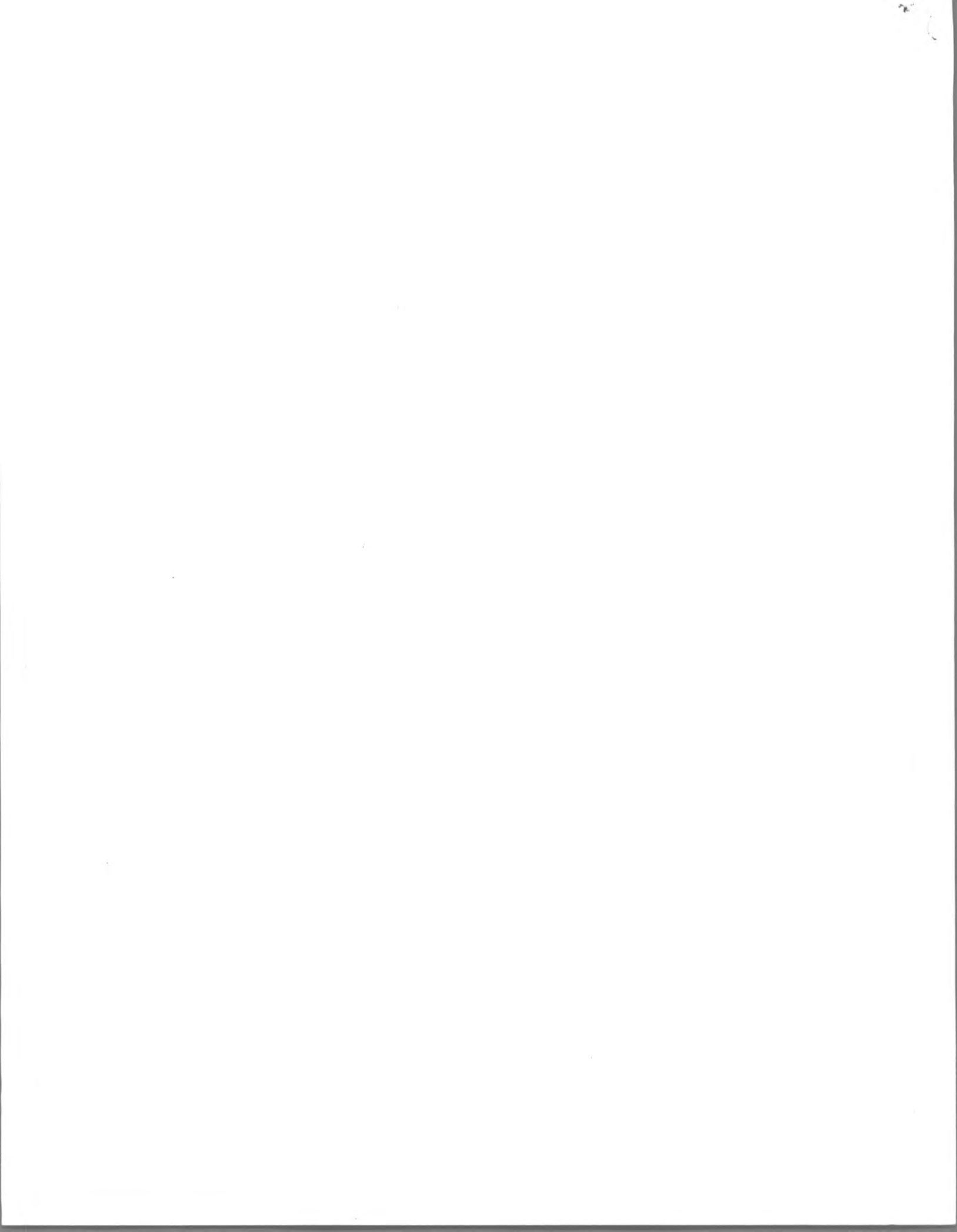
CITY CLERK

PRESIDENT OF CITY COUNCIL

APPROVED AS TO FORM:



CITY ATTORNEY



City of Littleton

Council Communication

Date	Agenda No.	Subject
08/04/09	8(b)	Ordinance on second reading to designate 3986 W. Bowles Avenue as a historic landmark

Initiated By:	Arthur and Anita Garfein, Owners
Action Proposed:	CONDUCT A PUBLIC HEARING; APPROVE ORDINANCE ON SECOND READING
Presented By:	Andrea Mimnaugh, Historic Preservation Planner

INTRODUCTION

Arthur and Anita Garfein have applied to the city for landmark designation of their property, the Hunter Residence, at 3986 W. Bowles Avenue. The house was built in 1889 in the Colonial Revival style.

HISTORY AND FACTS

Littleton's roots as an agricultural community date back to the early 1860s. The vision and hard work by homesteader Richard Little set in motion the settlement of farmland first along the South Platte River, then along the irrigation ditches. Roads such as Bowles and Windermere were dotted with farmhouses and country homes, while Main Street was lined with businesses to serve the budding agricultural community. The Rough and Ready Mill, located just west of Main Street, helped fuel the growth of agriculture as it provided the means for farmers to grind their wheat into flour that was then brought to market in Denver. Littleton grew from a settlement to a town by the turn of the century, and in 1905 the town became the Arapahoe County Seat. Agriculture, however, remained one of the area's largest industries well into the 1900's.

The wave of development that swept the Littleton area after WWII brought large-scale businesses, residential subdivisions and shopping areas. Farmhouses and country homes were demolished to clear the way, and dirt roads were transformed into urban transportation corridors to serve a greater volume of traffic.

The Hunter Residence on Bowles is one of the remaining country homes left within the Littleton community. The three-story home was built in 1889 in the Colonial Revival style. Original architectural features include the gabled roof, shingles, wood siding and several original window openings. Modifications occurred over the years, some of which are now considered historic and include enclosure of the sun porch, relocation of the front entry and chimney, and construction of a mud room between the house and the garage. In 1987 the home was moved 70 feet by the city to accommodate the widening of Bowles Avenue. The existing wall and landscaping features in the front yard were added to ameliorate the impact of traffic noise. Most recently, solar panels were installed on the back side roof.

The home's first occupant was Reverend Hunter, who was the second pastor for Littleton's First Presbyterian Church, located at that time at the northwest corner of Main and Curtice Streets (now Merle's Restaurant). The current owners purchased the home in the 1970's and are its longest term residents.

The 2001 historic building inventory record prepared by Cultural Resource Historians indicates this home is eligible for local landmark status, and that it is significant for its historic architectural features and its association with the early development of Littleton's formerly rural areas.

The property was placed on the List of Merit by the Historical Preservation Board in 2002 when the List was first established.

Date	Agenda No.	Subject
08/04/09	8(b)	Ordinance on second reading to designate 3986 W. Bowles Avenue as a historic landmark

COMPLIANCE WITH THE COMPREHENSIVE PLAN

The proposed designation of the Hunter Residence does not conflict with the Littleton Complan and is supported by Goal 1 of the Goodard Neighborhood: Preserve the existing character of the neighborhood as exemplified by single-family residential uses, open space and suburban atmosphere.

CRITERIA ANALYSIS

Historic Significance Criteria for Historic Landmark District requests

Section 4-6-6 (A) and (B) of the Littleton Historic Preservation Code states the criteria in which the Historical Preservation Board shall consider in reviewing nominations for historic landmark designation.

Section 4-6-6(A) Any property receiving historic designation must be at least forty years old

This application meets this criterion, because the house was built in 1889. The house is 120 years old.

Section 4-6-6 (A), also requires that the application meet at least one of 15 criteria stated in the section. The application meets at least three of the criteria:

Section 4-6-6(A)6 Represents a built environment of a group of people in an era of history

The Hunter Residence is representative of homes built in Littleton's countryside during the community's early years as an agricultural community.

Section 4-6-6(A)10 Exemplifies the cultural, political, economic or social heritage of the community

The Hunter Residence was a sizable country home outside the town of Littleton during the early days of the community. Over the years it has been modified, but has retained its historic character with several modifications also considered historic. It is one of only a few homes representative of its era left in Littleton. It exemplifies the cultural and social heritage of the community prior to WWII.

Section 4-6-6(A)15 Enhances the sense of identity of the community

The Hunter Residence on Bowles is one of the few sizeable historic country homes within the city. The built environment of Littleton's agricultural heritage has been diminished by development in the post- WWII years. The Hunter Residence and its surrounding property serve as a reminder of the community's distinctive agricultural heritage and contribute to Littleton's unique identity within the Denver metropolitan area.

CONFLICTS AND COMPLICATIONS

None identified.

FINANCIAL DETAILS

The property must be maintained in accordance with Section 4-6-11 of the City Code specifying the duties and obligations of owners of historic properties, including, but not limited to, compliance with city codes.

Date	Agenda No.	Subject
08/04/09	8(b)	Ordinance on second reading to designate 3986 W. Bowles Avenue as a historic landmark

LEGAL OPINION

The City Attorney has reviewed the proposed ordinance and approved it as to form.

HISTORICAL PRESERVATION BOARD ACTION

The Historical Preservation Board held a public hearing on June 15, 2009 and found the application in conformance with the review criteria and unanimously voted to forward a recommendation to approve to City Council.

HISTORICAL PRESERVATION BOARD RESOLUTION NO. 09-01 AND THE DRAFT MINUTES FROM THE MEETING ARE ATTACHED.

CONCLUSION AND RECOMMENDATIONS

The 120-year-old Hunter Residence is a significant historic resource in that it is one of the remaining country homes built during the city's early days as an agricultural community. The Hunter Residence serves as a reminder of the community's distinctive agricultural heritage and contributes to Littleton's unique identity within the Denver metropolitan area.

STAFF AND THE HISTORICAL PRESERVATION BOARD LOOK FAVORABLY ON THIS APPLICATION AND RECOMMEND APPROVAL OF THE ATTACHED ORDINANCE.

SUGGESTED MOTION

I MOVE THAT:

1. THE PUBLIC HEARING BE CLOSED.
2. THE ORDINANCE APPROVING THE DESIGNATION OF THE HUNTER RESIDENCE AS A HISTORIC LANDMARK BE APPROVED.
3. THE COUNCIL PRESIDENT BE AUTHORIZED TO SIGN THE ORDINANCE AND THAT THE ORDINANCE BE PUBLISHED IN FULL.

Moved by: _____

Seconded by: _____

Yes _____ No _____ Absent _____

Date	Agenda No.	Subject
08/04/09	8(b)	Ordinance on second reading to designate 3986 W. Bowles Avenue as a historic landmark

Attachments:

1. Proposed Ordinance
2. HP Board Resolution #09-01, Series of 2009
3. Area Reference Map
4. Minutes of June 15, 2009 Historical Preservation Board Meeting - DRAFT
5. Historic Building Inventory Record for 3986 W. Bowles Avenue
6. Current pictures of 3986 W. Bowles Avenue
7. Application for historic landmark designation and attachments

CITY OF LITTLETON, COLORADO

ORDINANCE NO. ____

Series of 2009

INTRODUCED BY COUNCILMEMBERS:

AN ORDINANCE OF THE CITY OF LITTLETON, COLORADO, APPROVING A HISTORIC LANDMARK DESIGNATION FOR THE PROPERTY LOCATED AT 3986 W. BOWLES AVENUE, KNOW AS THE HUNTER RESIDENCE

WHEREAS, the City Council finds that it is in the public interest of the community to promote the preservation of Littleton's historic buildings; and

WHEREAS, the owners of the property located at 3986 W. Bowles Avenue being more specifically described in Exhibit A have applied to the City for designation of that property as a historic landmark under the terms of Littleton Historic Preservation Code; and

WHEREAS, at their meeting of June 15, 2009, the Littleton Historical Preservation Board did conduct a public hearing on the application and forwarded a recommendation to the City Council to conditionally approve the historic designation.

WHEREAS, the City Council finds that the proposed ordinance approving the designation of the Hunter Residence as a historic landmark is justified in that the designation meets the criteria for historic landmark as specified in Section 4-6-6 of the City Code in that the structure is over 40 years of age; and

WHEREAS, the Hunter Residence was a country home outside the town of Littleton during its early days as an agricultural community. Over the years it has been modified, but has retained its historic character with several modifications also considered historic. It exemplifies the cultural and social heritage of the community prior to WWII under sections 4-6-6(A)6 and 4-6-6(A)10; and

WHEREAS, the Hunter Residence is one of the few historic country homes left within the city. The built environment of Littleton's agricultural heritage has largely been lost due to development after WWII. The Hunter Residence and its surrounding property serve as a reminder of the community's distinctive agricultural heritage and contribute to Littleton's unique identity within the Denver metropolitan area under Section 4-6-6(A)15.

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

Section 1: An historic landmark designation for a property known as the Hunter Residence, located at 3986 W. Bowles Avenue being more specifically described in Exhibit A, is hereby granted.

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 ___ day of _____, 2009, passed on first reading by a vote of ___ FOR and ___ AGAINST; and ordered published by posting at Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

PUBLIC HEARING on the Ordinance to take place on the ___ day of _____, 2009, in the Council Chambers, Littleton Center, 2255 West Berry Avenue, Littleton, Colorado, at the hour of 7:00 p.m., or as soon thereafter as it may be heard.

PASSED on second and final reading, following public hearing, by a vote of ___ FOR and ___ AGAINST on the ___ day of _____, 2009 and ordered published by posting at Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

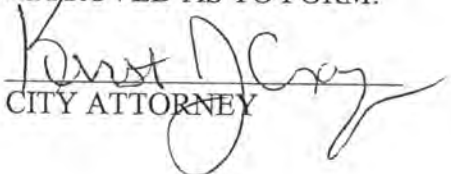
Ordinance No.
Series of 2009
Page 3

ATTEST:

CITY CLERK

PRESIDENT OF CITY COUNCIL

APPROVED AS TO FORM:



CITY ATTORNEY

Ordinance No.
Series of 2009
Page 4

DESIGNATION OF THE HUNTER RESIDENCE

3986 W. BOWLES AVENUE

Exhibit A

Legal Description

PART OF NE 1/4 DESC AS BEG 75.31 FT S OF NW COR E 1/2 NE 1/4 TH S 193.39 FT TH E
208.7 FT TH N 203.92 FT TO S LINE OF W BOWLES AVE TH WLY ALG SD LINE 63.18
FT & 145.81 FT TO BEG SEC 19-5-68.

RESOLUTION NO. 09-01

Series of 2009

A RESOLUTION OF THE HISTORIC PRESERVATION BOARD OF THE CITY OF LITTLETON, COLORADO, RECOMMENDING APPROVAL OF THE PROPOSED ORDINANCE DESIGNATING PROPERTY KNOWN AS 3986 WEST BOWLES AS AN HISTORIC LANDMARK.

WHEREAS, the Historic Preservation Board of the City of Littleton, Colorado, held a public hearing at its regular meeting of June 15, 2009, to consider the proposed ordinance designating property known as 3986 West Bowles, as an historic landmark.

WHEREAS, the Historic Preservation Board considered evidence and testimony concerning the proposed ordinance at said public hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE LITTLETON HISTORIC PRESERVATION BOARD OF THE CITY OF LITTLETON, COLORADO, THAT:

Section 1. The Historic Preservation Board finds the proposed historic landmark designation is justified in that the site is over 40 years old and possesses architectural and social importance as specified in Section 4-6-6(A) of the Littleton City Code:

1. 4-6-6(A)6: Represents a built environment of a group of people in an era of history;
2. 4-6-6(A)10: Exemplifies the cultural, political, economic or social heritage of the community; and
3. 4-6-6(A)14: Enhances the sense of identity of the community.

Section 2. The Historic Preservation Board does hereby forward a favorable recommendation to the City Council on said proposed landmark designation.

INTRODUCED, READ AND ADOPTED at a regularly scheduled meeting of the Historic Preservation Board of the City of Littleton, Colorado, on the 22nd day of February, 2006, at 7:00 p.m. in the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado, by the following vote:

AYES: 6

NAYS: 0

ABSENT: 1

Littleton Historic Preservation Board
June 15, 2009
Page 2

ATTEST:

BY:



Andrea Mimnaugh
Historic Preservation Planner

APPROVED:



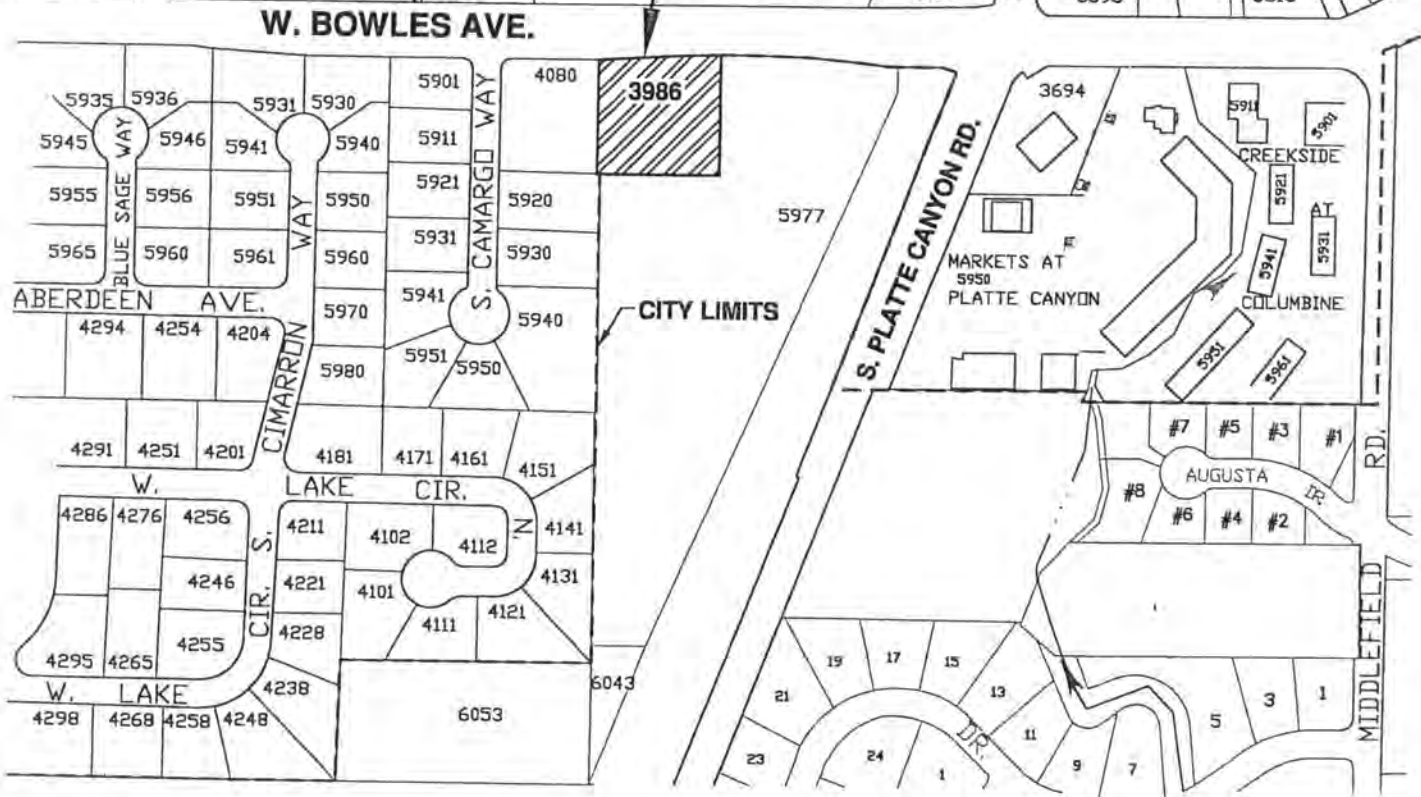
Bill Hopping
Chair

Approved as to form:


City Attorney

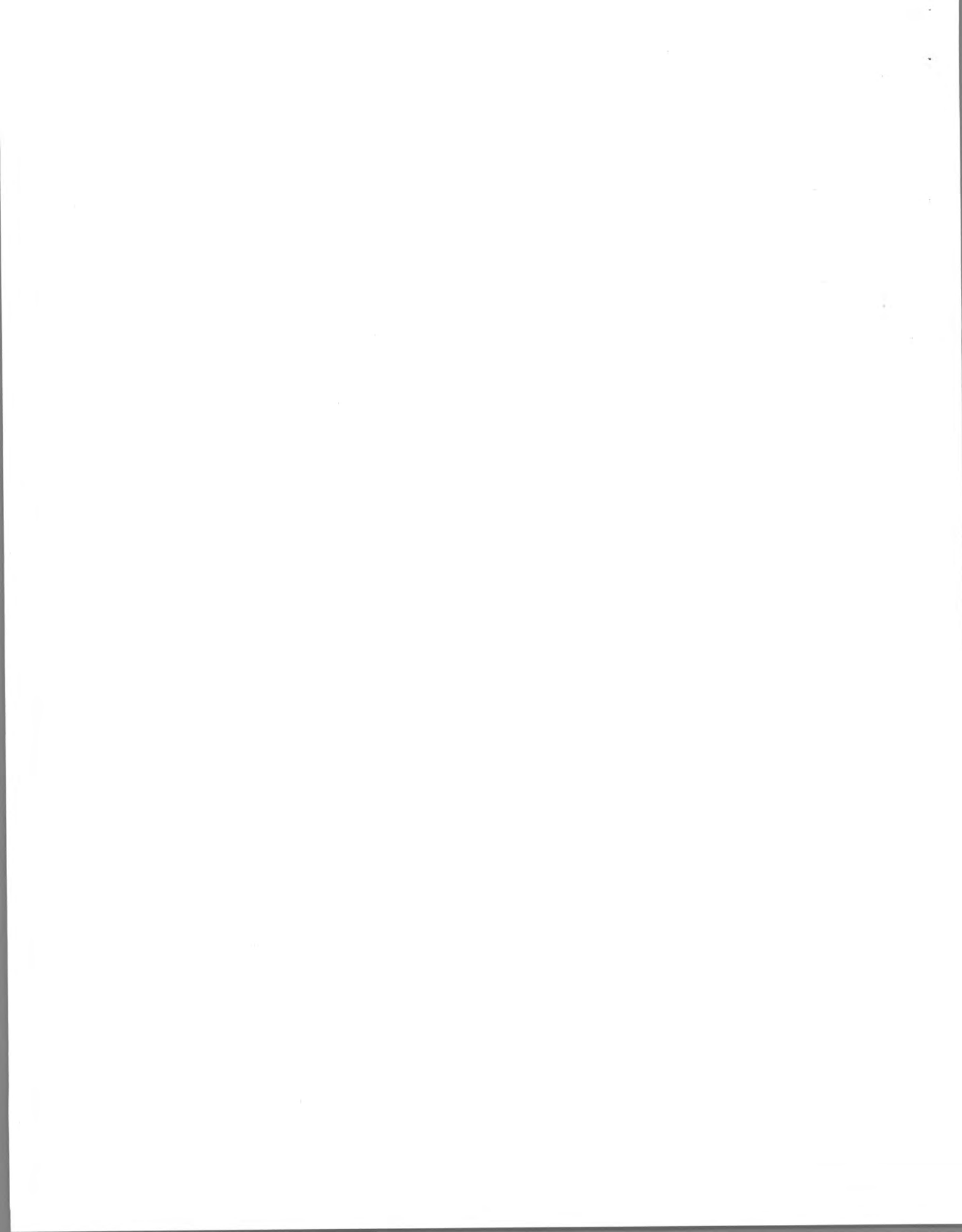


NOT TO SCALE



VICINITY MAP

3986 W. BOWLES AVE.



1 **HISTORICAL PRESERVATION BOARD**

2
3 The Historical Preservation Board met on June 15, 2009, at 7:00 p.m. in the Littleton
4 Building Dept. Conference Room, 2255 West Berry Avenue, Littleton, Colorado.

5
6 Present: William Hopping, Chairman
7 Pam Rosendal, Vice Chairman
8 Bruce Stahlman, Board Member
9 Kevin Koernig, Board Member
10 Stephen Ekman, Board Member 6:40 pm
11 Chuck Reid, Board Member 7:00 pm
12 Katherine McMurray, Alternate 2

13
14 Not Present: Margi Clute, Board Member
15 Michael Donnelly, Alternate 1

16
17 Also Present: Andrea Mimnaugh, Historic Preservation Planner
18 Doreen Wilson, Recording Secretary
19 Kirsten Crawford, Assistant City Attorney
20 Peggy Cole, City Council Liaison
21 Norm Brown, PC Liaison
22 Sonya Ellingboe, Historic Littleton, Inc.

23
24 **Chairman Hopping** called the meeting to order, and the following business was
25 conducted:

26 **ROLL CALL**

27 **Chairman Hopping** called roll with 6 regular members and 1 alternate being present.

28
29
30 As there were no scheduled or unscheduled appearances and no public hearing, **Chair**
31 **Hopping** moved to New Business.

32
33 **NEW BUSINESS**

34
35 1. Landmark Designation for the Hunter Residence, 3986 W. Bowles Avenue

36
37 Chairman Hopping stated for the record that the members of the Historical Preservation
38 Board met at 6:15 pm this evening at the Hunter House with owners Anita and Arthur
39 Garfein to tour the property.

40
41 Planner Mimnaugh presented the staff report regarding the proposed designation of the
42 Hunter Residence. She noted that the house was built 120 years ago in what was then
43 farmland. The house has retained its historic character and is one of only a few remaining
44 country homes in Littleton that is representative of the early agricultural years of
45 Littleton. She noted that the Historic Resources Survey of 2001 identified this property as

46 eligible for local landmark designation. Planner Mimnaugh said the staff finds the
47 application is in conformance with the review criteria and is recommending approval.
48
49 The applicant, Dr. Garfein, addressed the Board and discussed the history of the home in
50 terms of its residents and modifications.
51

52 Discussion and Comments
53

- 54 • House is Colonial Revival style
- 55 • City invested in the house when it was moved in '80's and this indicates its
56 commitment to the historic resource
- 57 • Many of the modifications to the house are historic
- 58 • Mud room between house and garage is compatible and appropriately, does
59 not blur line between what is historic and what is not
- 60 • Property also meets criterion regarding a built environment of a group of
61 people in an era of history
- 62 • The house is a wonderful example of a country home of its era
63

64 **Board Member Koernig moved the Historical Preservation Board forward a**
65 **recommendation of approval of the historic landmark request to City Council that**
66 **the Hunter Residence, 3986 W. Bowles Avenue, finding that it conforms with the**
67 **review criteria of the Historic Preservation Code. Board Member Stahlman**
68 **seconded the motion.**
69

70 **Ayes: Board Members Ekman, Hopping, Koernig, Reid, Rosendal and**
71 **Stahlman**

72 **Nays: None**

73 **Absent: Board Member Clute**

74 **Motion passed 6-0**
75
76

NOT FOR FIELD USE			
<input type="checkbox"/> Eligible	<input type="checkbox"/> Nominated	<input type="checkbox"/> Det. Not Eligible	<input type="checkbox"/> Certified Rehab.
		Date _____	

HISTORIC BUILDING INVENTORY RECORD

CODE #: 4571

PROJECT NAME: Littleton Historic Resources Survey, 2000-01, SHF#2000-01-069		COUNTY: Arapahoe	CITY: Littleton	STATE ID NO.: 5AH1725
		TEMP. NO: 207719100044		
CURRENT BUILDING NAME:		OWNER: GARFEIN, ANITA B		
ADDRESS: 3986 W BOWLES AVE LITTLETON, 80120		3986 W BOWLES AVE LITTLETON CO 80123-6582		
HISTORIC NAME: Hunter Residence		TOWNSHIP: 5S RANGE: 68W SECTION: 19 NW 1/4 NE 1/4		
DISTRICT NAME:		USGS 7.5' QUAD. NAME: Littleton, Colo. YEAR: 1965. r. 1994		
FILM ROLL NO.: 00-34 BY: Roger Whitacre		NEGATIVE NO.: 5	LOCATION OF NEGATIVES: Littleton Hist. Mus.	DATE OF CONSTRUCTION: ESTIMATE: ACTUAL: 1889 SOURCE: Littleton Indep., 4-27-76
		PRESENT USE: Domestic/Single Dwelling		
		HISTORIC USE: Domestic/Single Dwelling		
		CONDITION: Excellent		
		EXTENT OF ALTERATIONS: Moderate DESCRIBE: Attached garage on west. House moved further back on same lot. CONT.? No		
STYLE: 19th and 20th Cent. Rev./Colonial Rev.		STORIES: 2 1/2		
MATERIALS: Wood		SQ. FOOTAGE: 2714		
ARCHITECTURAL DESCRIPTION: Two-and-a-half-story side gable roof frame dwelling with gabled projection on front and rear. Composition roofing. Full-height brick chimney on east with flue liner caps. Flared, overhanging eaves. Walls clad with wood shingles; gable ends clad with fishscale shingles. 1/1-light double-hung sash windows with wide wood surrounds. Projecting gable roof porch with square column supports and balustrade; porch wraps around. Off-center entrance with glazed screen. Gable ends have 3/1-light double-hung sash windows. Hipped roof dormer on rear clad with asbestos shingles has three double-hung sash windows. Garage addition on west is shingled and has large paneled overhead door. Frame outbuilding with gable roof and vertical panel siding. Large privacy fence in front of property.		MOVED? Yes DATE(S) OF MOVE: 1987		
		NATIONAL REGISTER ELIGIBILITY: INDIVIDUAL? Not Eligible CONTRIBUTING TO DISTRICT?		
		LOCAL LANDMARK DESIGNATION? No NAME: DATE:		
		ASSOCIATED BUILDINGS? Yes TYPE: Outbuilding IF INVENTORIED, LIST ID NOS.:		
ADDITIONAL PAGES? No				

PLAN SHAPE: 	ARCHITECT: Unknown	STATE ID NO.: 5AH1725
	SOURCE:	ORIGINAL OWNER: D.M. Hunter
	BUILDER/CONTRACTOR: Unknown	SOURCE: Littleton Indep., 4-27-76
	SOURCE:	THEME(S): Rail Era: Rail Town Phys. Form, 1870-1920
CONSTRUCTION HISTORY: A number of additions have been made since the original construction.		CONT.? No
HISTORICAL BACKGROUND: Shirley Smith reported that this house was built by Presbyterian minister D.M. Hunter in 1889. The house was threatened by the Bowles Avenue expansion project in the late 1980s. The house is described in a 1986 Littleton Independent article as the rural home of the minister of the First Presbyterian Church. In order to save the house during expansion of the road, the building was moved from its original foundation and placed further back on the lot. The city of Littleton paid \$100,000 to move the house in 1987. That report stated that Hunter had purchased a two-acre site from John Lilley in 1888 for \$200 and the house was built in 1889. The foundation was reportedly built using mud from the South Platte River and included pieces of crockery and other materials. In 1891, Hunter sold the residence to R.H. Nelson for \$4,000. A succession of owners followed, including Charles H. Hammer, who was a pigeon raiser.		CONT.? No
LITTLETON LANDMARK ELIGIBILITY: INDIVIDUAL? <input checked="" type="checkbox"/> Yes CONTRIBUTING TO DISTRICT? DISTRICT NAME:		
SIGNIFICANCE CATEGORIES: ARCHITECTURAL SIGNIFICANCE: <input type="checkbox"/> REPRESENTS THE WORK OF A MASTER <input type="checkbox"/> POSSESSES HIGH ARTISTIC VALUES <input checked="" type="checkbox"/> REPRESENTS A TYPE, PERIOD, OR METHOD OF CONSTRUCTION		HISTORICAL SIGNIFICANCE: <input type="checkbox"/> ASSOCIATED WITH SIGNIFICANT PERSONS <input checked="" type="checkbox"/> ASSOCIATED WITH SIGNIFICANT EVENTS OR PATTERNS <input type="checkbox"/> CONTRIBUTES TO AN HISTORIC DISTRICT
STATEMENT OF SIGNIFICANCE: This house reflects features of the Colonial Revival style through its pedimented gables, double-hung sash windows, and porch with column supports. The house is associated with the early development of Littleton's formerly rural areas.		CONT.? No
REFERENCES: Arapahoe County Assessor records; Sentinel Independent, 20 March 1987; Littleton Independent, 27 June 1986 and 27 April 1976.		CONT.? No
SURVEYED BY: R.L. Simmons/T.H.	AFFILIATION: Front Range Research Associates, Inc.	DATE: May 2001

The Hunter House
3986 W. Bowles





**APPLICATION FOR DESIGNATION OF PROPERTY
AS LITTLETON HISTORIC LANDMARK**

The Littleton Historic Preservation Ordinance provides for the initiation of designation of private and public property as an historic landmark on the verified application of the owner.

(I) (We) The Garfein Family Trust as the owner(s) of property located at

3986 W. Bowles Avenue

Littleton CO 80123-6582

do hereby request that the above listed property be reviewed for designation as a Littleton Landmark under the City of Littleton's Historic Preservation Ordinance.

Signature(s) of owner(s)

R. Garfein MD

Anita B. Garfein

Permanent Address

3986 W. Bowles Avenue

Littleton CO 80123-6582

Telephone Number

303 795-8000

Received by Littleton Community Development Department

Date: _____

Received by: _____



HISTORIC BUILDING RECORD AND EVALUATION

Building: The Hunter House

3986 W. Bowles Avenue, Littleton CO 80123-6582

Location: Beginning 75.31 feet south of the NW corner in the NE quarter of section 19, township 5 south, range 68 west of the 6th principal meridian, County of Arapahoe,

Vicinity: State of Colorado

Comprehensive Plan Neighborhood: Single family home on approx. 1 acre

Zoning: R-E

Lot and Block Number:

Subdivision: none

Assessor's Schedule Number: 2077-19-1-00-044

Date or Period: Built in 1889 in township of Wynetka

Style: Victorian farmhouse

Architect:

Builder:

Evaluation:

Original Owner: Rev. David M. Hunter

Original Use: Family home for Littleton's second Presbyterian minister and wife

Present Owner: The Garfein Family Trust

Present Use: Family home

Physical Condition of Structure:

Exterior: New roof, weathered side shingles, single windows

Interior: Good

Number of Stories: 3

Number of Rooms: 10 plus basement

Construction:

Foundations: Concrete with rebar reinforcement post-1987 house move

Exterior Wall: Wood shingles

Roof: Dimensional shingles (2007)

Interior Finish:

Lath and plaster; some drywall with renovations

Map Reference: See Location

Comments (additions, modifications, restoration):

Prior owners:

Indoor toilets added
Hot water, cast iron radiators added (currently in use)
Enclosed sun room in living room area
Finished attic in tongue and groove paneling
Front door relocated from E side of house to N side
Chimney/fireplace relocated from S side of house to E side
'Mud room' added between garage and house

Current owners:

House relocated 70 feet south on lot (with destruction of barn and outbuildings) due to Bowles Avenue widening project
Old root cellar abandoned with house relocation/ new finished basement
New storage room added to rear of garage
Septic tank discontinued; became part of Littleton sewer system when annexed into City in 1987
Lost 1/10 of an acre to City of Littleton when Bowles Avenue widened
New landscaping required due to destruction of previous landscaping, trees, bushes and pasture due to street widening and house relocation

Notable Features, Historical Significance and Description:

See attached narrative report titled Home History

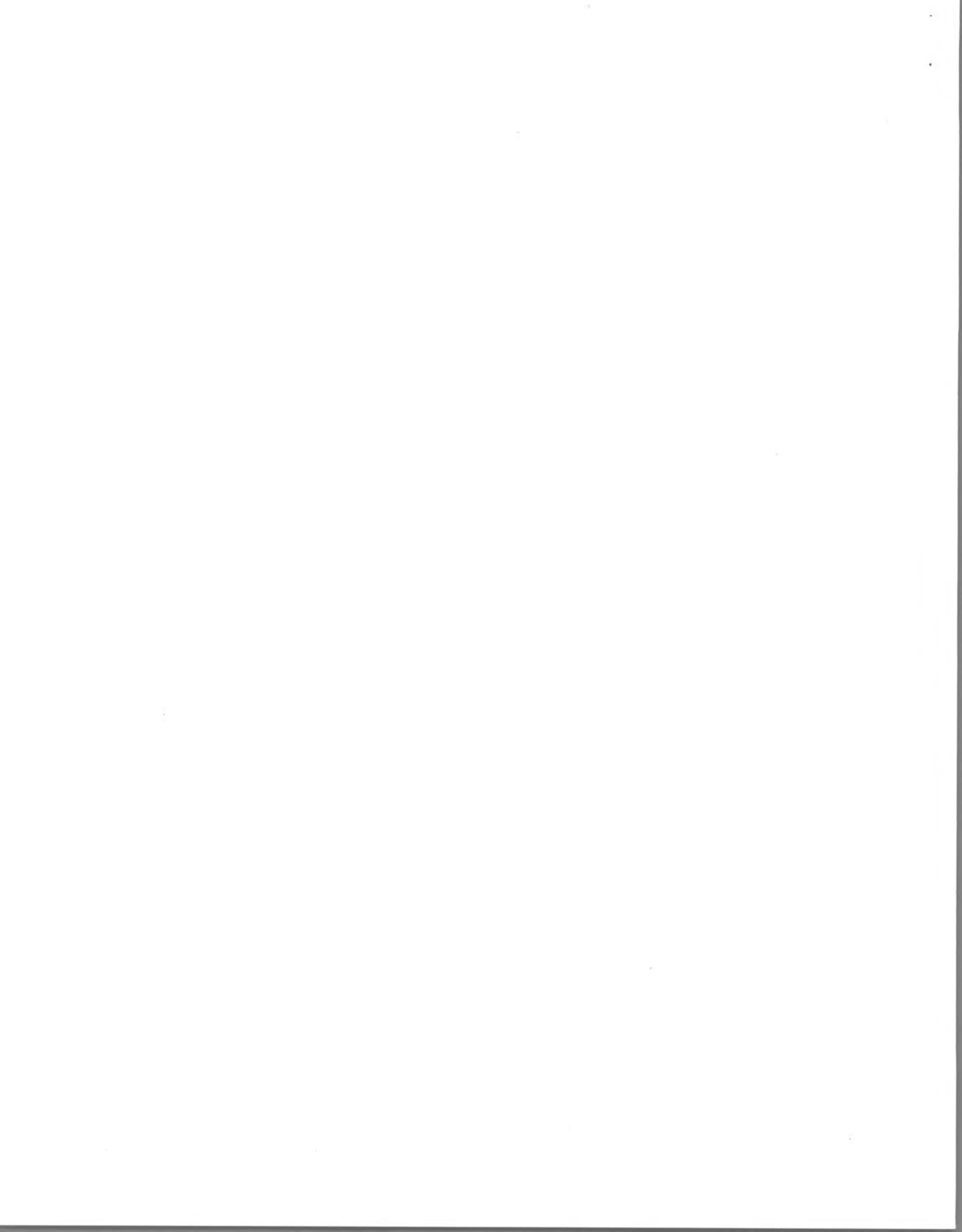
Published Sources (Author, title, pages),
interviews, records, etc.

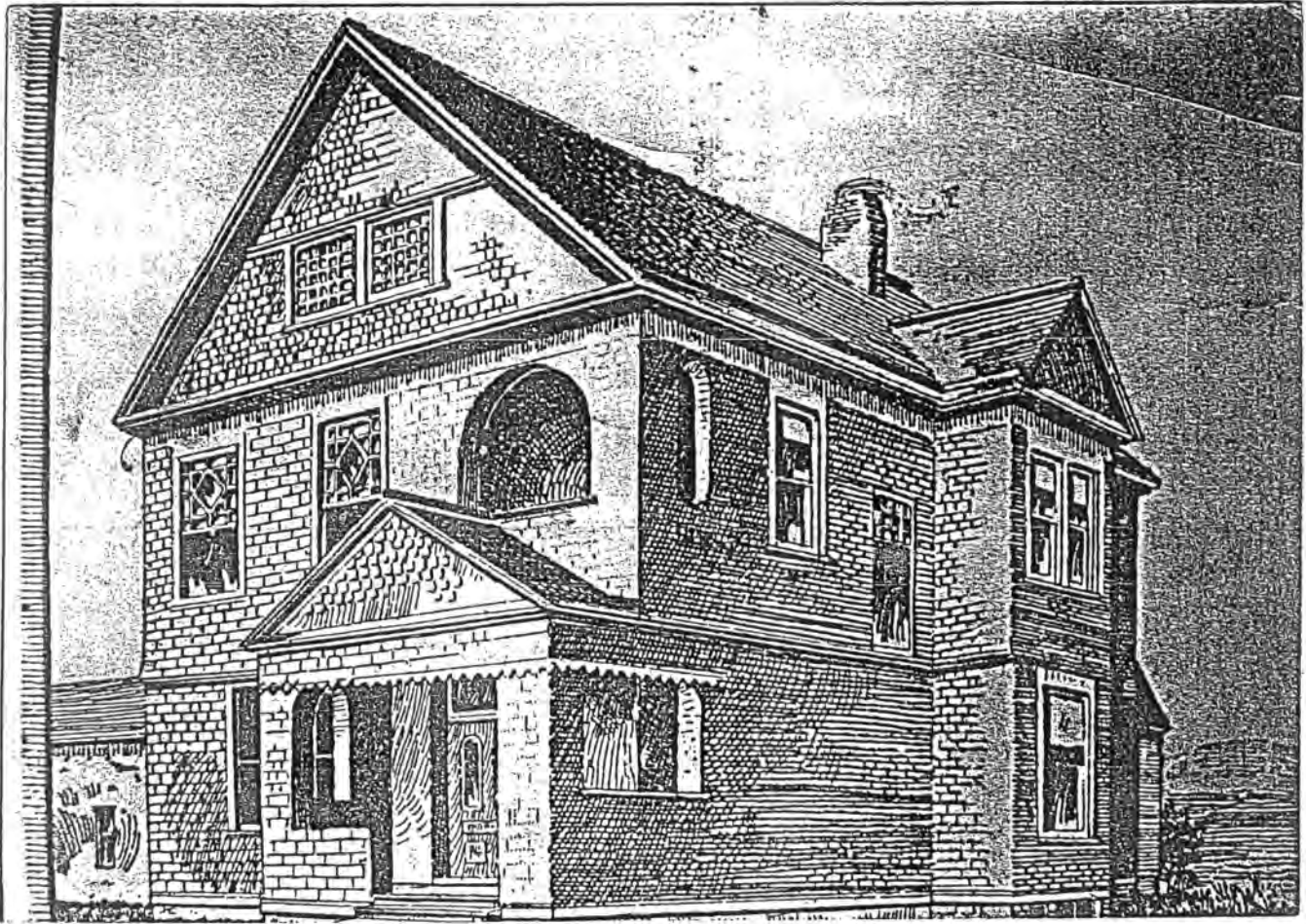
Numerous articles in Littleton
Gazette and Independent
Home Histories

Name, Address and Title of
recorder:

Sharon Elfenbein

Date of record: 1977





3986 W. Bowles Avenue

June 21, 1889 The Littleton Gazette





SECTION VIEW OF BOWLES' BOULEVARD, LOOKING EAST

RESIDENCE OF MRS. EUPHENIA JOHNSON ON THE RIGHT, AND
HON. CHAS. W. BOWLES ON THE LEFT



HOME HISTORY

The story of Littleton began in 1860 with the location here of Richard Sullivan Little (from whom the town took its name). After staking his claim along the east side of the South Platte River, he helped lay out many of the farms and ranches of that river valley. On his own claim the Capitol Hydraulic Co. decided to set the head gate for a ditch to carry water to Denver (the City Ditch) and finally, by 1867, water was flowing some 2,700 feet south of where present day Bowles Avenue crossed the Platte. In the same year, Little, along with Joseph Wesley Bowles (a North Carolinian who arrived in Denver in 1859 seeking gold) and John G. Lilley (an Englishman who arrived in Colorado in 1860 also seeking gold), built the Rough & Ready Flour Mill at a cascade just north of the Bowles Avenue bridge where an earlier ditch had been dug. It was around this mill that the town of Littleton was formed.

Both Bowles and Lilley, people important to the history of Littleton, were also people important to the history of 3986 W. Bowles Avenue.

In 1870 Bowles, whose house was just west of the South Platte River, had his hired man, Moses Collins, set out rows of shade trees (cottonwood) extending from the Platte west for three-quarters of a mile on the south side of a road that was first termed Wynetka Avenue (then, Bowles Boulevard and eventually Bowles Avenue). They had attained a height of 60 feet and over 2 feet in diameter at the base after 19 years and were a favorite destination for Denver summer visitors. It was at that time that 3986 W. Bowles Avenue was built.

Although Joseph Bowles was nominally a Protestant, when his 11 year old daughter Josephine ('Josie') was dying of diphtheria in 1887 she begged him to embrace her faith, Catholicism. He did and contributed land for St. Mary's built in 1901 (the year his 18 year younger wife, Cynthia, died at age 50). Two sons survived, Charles W. and Edward V. Charles had two daughters, Charla and Nellie. We will hear more about Charla later in our narrative.

In 1889 Bowles, Lilley and a group of dissident citizens living west of the Platte, fearing an anticipated Littleton property tax, incorporated the township of Wynetka (Ute for 'beautiful view') four months before Littleton became a legal entity.

One half mile west of Littleton's western town limits, the Colorado and Southern railroad's South Park-Leadville line had established a railroad station on the east side of Platte Canyon, a few hundred yards south of Bowles Avenue with the name Wynetka. When Walt Whitman, the great American poet and editor of the Brooklyn Eagle came to Colorado in 1878, he wrote a poem to pay for his trip on the C & S called "The Spirit That Crested This Scene."

Wynetka Junction, as named, was an important point in the Denver Union Water Co.'s pipe system bringing water in to Denver. Pipes still run under Bowles Avenue with water from the Platte Canyon and from Marston and Bowles Lakes.

But Wynetka is most important to this particular narrative because it was within its boundaries and during the time of its brief period of existence (1889-1892) that the home at 3986 W. Bowles was new.

John G. Lilley, one of three original partners in the Rough & Ready Flour Mill, originator in 1890 of Littleton's first volunteer fire department, one-time owner of the Littleton Independent, school board President for 27 years, and Arapahoe County Commissioner owned 380 acres of fine, fertile land that bordered on Platte Canyon Road. His second wife was a member of the Presbyterian Church.

The Presbyterian Church of Littleton (renamed the First Littleton Presbyterian Church presently located at 1609 W. Littleton Boulevard) was started in 1883 by Rev. Thomas E. Bliss with 18 members. In 1886 for \$1,500 they bought the building of the Reformed Episcopal Church—probably begun by John S. Little—which stood at the northwest corner of Main and Curtis (Curtice) Streets.

In October 1888 the Hon. John G. Lilley sold a rough square acre of his land near Bowles and Platte Canyon for \$200 to the Rev. David M. Hunter, about to be installed as minister of the First Littleton Presbyterian Church. He and his wife had come from New York. Present church records have very little information about Rev. Hunter; only that he was installed on November 8, 1888, resigned August 30, 1891, that there were expressions of regret at his resignation and that he left in good graces. During his tenure there, a new organ was purchased in 1890 and he spearheaded the drive to establish a free 'reading room' for the community.

The Littleton Gazette of February 22, 1889 comments: 'Rev. D.M. Hunter is pushing the work on his splendid dwelling house just across the river. Such buildings as this are a great credit to our growing little city.' And on April 26, 1889: 'Rev. D.M. Hunter removed his household goods from Denver to his handsome residence just west of the South Park. The revered gentleman is quite taken with our beautiful Platte River valley and healthful climate, as shown by the magnificent dwelling house which he has just completed.' On May 10, 1889: 'Rev. Mr. Hunter has completed a two story frame residence on Wynetka Avenue overlooking the Platte valley. This is one of the finest locations in the neighborhood of Littleton.' And then on June 21, 1889, along with a picture of the house: 'On this page may be seen the cut of the revered gentleman's mansion in Wynetka, a late edition to Littleton. It is situated on one of the most beautiful and slightly locations, overlooking the entire Platte Valley and surrounding country.'

On October 24, 1891 Rev. Hunter sold his home at 3986 W. Bowles Avenue to Robert H. Nelson for \$4,000 and returned with his wife to New York. Mr. Nelson, who became the Littleton Postmaster in 1893, had purchased the house as an investment to resell. His advertisement in the now Littleton Independent on April 9, 1892 read: 'Fine suburban residence, one-half mile west of Littleton on county road. Full two stories and attic frame house, eight rooms and bath. Handsomely decorated, finished in natural wood and bronze hardware throughout the entire house. Large cellar containing laundry, furnace, coal, milk and vegetable rooms. Large barn, ice-house, poultry house, artesian well, an acre of ground with fruit trees. Furnished if desired.' However, the Silver Crash in 1893 created difficult economic times. Mr. Nelson, also a New Yorker, had come to Colorado due to respiratory problems but finally succumbed to his lung disease at age 48 in 1895. During his last illness he had sold the home to Mrs. Henrietta W. Levick, a widow whose realtor son lived in Denver.

She transferred the house in 1900 to Nelson B. Cobb whose untimely death at home in 1903 left a widow, a daughter and three sons (one a baby only a few weeks old).

The home was purchased by Charles H. Hammer who only owned it for one year. Of him the Littleton Independent noted: 'C.W. (sic) Hammer of Littleton will attend the Blue Ribbon Poultry show at Denver next week with the largest exhibit of Homer Pidgeons that have ever been shown in the west. Mr Hammer is the most enthusiastic and successful pidgeon fancier in the western country, and his exhibit is attracting much attention.'

Phoebe Church, about whom there is no information, bought the home from Hammer for \$3,000 in 1905 and sold it to Mabel and W.S. McGintie in 1917 for the same amount. (As referenced earlier, Charles Bowles' daughter Charla, who was raised across the street at 4189 W. Bowles Avenue, became a McGintie after marriage and was the mother of W.S. Charla attained instant notoriety when she was one of two little girls perched on U.S. President Howard Taft's lap when his car paused in Littleton). W.S.' first job was with the Littleton Independent. A lawyer by profession, he subsequently served on the school board, became a judge and then the Littleton City Attorney. Mrs. McGintie is mentioned several times in the papers on social occasions, entertaining the Luncheon Club and later the Truly Rural Club.

The house next belonged to Fred A. Thompson in 1924 who donated its use the following year to the Alpha and Omega Mission Society, a Catholic organization dedicated to building parochial schools and academies.

In 1927 Forrest H. and Bess W. Saxton became the new owners. Forrest was a mechanic with the Coleman Motors Corporation. At this time the deed included 'all water, ditch and irrigation rights and perpetual use of one statutory inch of water per second from Bowles reservoir.'

The house passed to Colonel John Dross and his wife Hattie in 1932. A decade later it was sold to Chesley G. and Lucille Stevens with the U.S. involved in World War II. In 1944 Elsie A. Chase became its owner.

Fortunately, in 1946, it came into the possession of Lester L. and Alma Stites Graves. Over the next six years, the Graves (he was with American Standard) would design a heating system, enclose the sun porch, build a two-car garage and 'mud room,' and move the chimney and fireplace from the south end of the living room to its current location on the east. Mr. Graves had noted that the timbers of the house side walls were 2X6s instead of the standard 2X4s.

In 1952 Thomas Hildt Jr., a Yale graduate, his wife and two children moved in. He had been commended by the Russian government for repairing their planes during World War II, but was now in investments with Bosworth Sullivan and Company. His wife, Cardine, became the national Director of Trout Unlimited and was an active member of the Wilderness Society, Nature Conservancy, National Audobon Society and the Arapahoe Hunt. She was a founding director of the Colorado Outward Bound schools. Having studied sculpture in Florence, Italy she did metal art with Varian Ashbaugh in Littleton (He had

developed the Woodlawn Shopping Center). During their sojourn they finished the attic with tongue and groove paneling to make an habitable third floor with complete bath.

The next owners in 1959 were Charles and Deborah Hemenway and their three children. Mr. Hemenway was a stock broker at Boettcher & Company.

A section chief (engineer) with The Martin Company, John F. Rudy, his wife and three children lived in the home only during 1967. Gordon and Marilyn Pederson purchased the home in 1968. Mr. Pederson was a banker at Littleton National Bank. In 1974 his banking career relocated them to Boulder, Colorado and they sold the house to it's present occupants—the 18th owner—Arthur and Anita Garfein, a psychiatrist and potter respectively. They raised their two children there. In 1976 the Littleton Independent lauded it as 'a perfect architectural example of a Victorian farmhouse' and it has been featured on two different fund-raising tours for the Littleton Friends of the Library/Museum. It has been recorded on Littleton's List of (Historic) Merit for the past six years.

City of Littleton

Council Communication

NEW

Date	Agenda No.	Subject
08/04/09	8(b)	Ordinance on second reading to designate 3986 W. Bowles Avenue as a historic landmark

Initiated By:	Arthur and Anita Garfein, Owners
Action Proposed:	CONDUCT A PUBLIC HEARING; APPROVE ORDINANCE ON SECOND READING
Presented By:	Andrea Mimnaugh, Historic Preservation Planner

INTRODUCTION

Arthur and Anita Garfein have applied to the city for landmark designation of their property, the Hunter Residence, at 3986 W. Bowles Avenue. The house was built in 1889 in the Colonial Revival style.

HISTORY AND FACTS

Littleton's roots as an agricultural community date back to the early 1860s. The vision and hard work by homesteader Richard Little set in motion the settlement of farmland first along the South Platte River, then along the irrigation ditches. Roads such as Bowles and Windermere were dotted with farmhouses and country homes, while Main Street was lined with businesses to serve the budding agricultural community. The Rough and Ready Mill, located just west of Main Street, helped fuel the growth of agriculture as it provided the means for farmers to grind their wheat into flour that was then brought to market in Denver. Littleton grew from a settlement to a town by the turn of the century, and in 1905 the town became the Arapahoe County Seat. Agriculture, however, remained one of the area's largest industries well into the 1900's.

The wave of development that swept the Littleton area after WWII brought large-scale businesses, residential subdivisions and shopping areas. Farmhouses and country homes were demolished to clear the way, and dirt roads were transformed into urban transportation corridors to serve a greater volume of traffic.

The Hunter Residence on Bowles is one of the remaining country homes left within the Littleton community. The three-story home was built in 1889 in the Colonial Revival style. Original architectural features include the gabled roof, shingles, wood siding and several original window openings. Modifications occurred over the years, some of which are now considered historic and include enclosure of the sun porch, relocation of the front entry and chimney, and construction of a mud room between the house and the garage. In 1987 the home was moved 70 feet by the city to accommodate the widening of Bowles Avenue. The existing wall and landscaping features in the front yard were added to ameliorate the impact of traffic noise. Most recently, solar panels were installed on the back side roof.

The home's first occupant was Reverend Hunter, who was the second pastor for Littleton's First Presbyterian Church, located at that time at the northwest corner of Main and Curtice Streets (now the location of Merle's Restaurant). The current owners purchased the home in the 1970's and are its longest term residents.

The 2001 historic building inventory prepared by Cultural Resource Historians indicates this home is eligible for local landmark status, and that it is significant for its historic architectural features and its association with the early development of Littleton's formerly rural areas.

The property was placed on the List of Merit by the Historical Preservation Board in 2002 when the List was first established.

Date	Agenda No.	Subject
08/04/09	8(b)	Ordinance on second reading to designate 3986 W. Bowles Avenue as a historic landmark

COMPLIANCE WITH THE COMPREHENSIVE PLAN

The proposed designation of the Hunter Residence does not conflict with the Littleton ComPlan and is supported by Goal 1 of the Goddard Neighborhood: Preserve the existing character of the neighborhood as exemplified by single-family residential uses, open space and suburban atmosphere.

CRITERIA ANALYSIS

Historic Significance Criteria for Historic Landmark District requests

Section 4-6-6 (A) and (B) of the Littleton Historic Preservation Code states the criteria which the Historical Preservation Board shall consider in reviewing nominations for historic landmark designation.

Section 4-6-6(A) *Any property receiving historic designation must be at least forty years old*

Staff comment: this application meets this criterion, because the house was built in 1889. The house is 120 years old.

Section 4-6-6 (A), also requires that the application meet at least one of 15 criteria stated in the section. The application meets at least three of the criteria:

Section 4-6-6(A)6 *Represents a built environment of a group of people in an era of history*

Staff comment: the Hunter Residence is representative of homes built in Littleton's countryside during the community's early years as an agricultural community.

Section 4-6-6(A)10 *Exemplifies the cultural, political, economic or social heritage of the community*

Staff comment: the Hunter Residence was a sizable country home outside the town of Littleton during the early days of the community. Over the years it has been modified, but has retained its historic character with several modifications also considered historic. It is one of only a few homes representative of its era left in Littleton. It exemplifies the cultural and social heritage of the community prior to WWII.

Section 4-6-6(A)15 *Enhances the sense of identity of the community*

Staff comment: the Hunter Residence on Bowles is one of the few sizeable historic country homes within the city. The built environment of Littleton's agricultural heritage has been diminished by development in the post- WWII years. The Hunter Residence and its surrounding property serve as a reminder of the community's distinctive agricultural heritage and contribute to Littleton's unique identity within the Denver metropolitan area.

CONFLICTS AND COMPLICATIONS

None identified.

FINANCIAL DETAILS

The property must be maintained in accordance with Section 4-6-11 of the City Code specifying the duties and obligations of owners of historic properties, including, but not limited to, compliance with city codes.

Date	Agenda No.	Subject
08/04/09	8(b)	Ordinance on second reading to designate 3986 W. Bowles Avenue as a historic landmark

LEGAL OPINION

The City Attorney has reviewed the proposed ordinance and approved it as to form.

HISTORICAL PRESERVATION BOARD ACTION

The Historical Preservation Board held a public hearing on June 15, 2009 and found the application in conformance with the review criteria and unanimously voted to forward a recommendation to approve to City Council.

HISTORICAL PRESERVATION BOARD RESOLUTION NO. 09-01 AND THE DRAFT MINUTES FROM THE MEETING ARE ATTACHED.

CONCLUSION AND RECOMMENDATIONS

The 120-year-old Hunter Residence is a significant historic resource in that it is one of the remaining country homes built during the city's early days as an agricultural community. The Hunter Residence serves as a reminder of the community's distinctive agricultural heritage and contributes to Littleton's unique identity within the Denver metropolitan area.

STAFF AND THE HISTORICAL PRESERVATION BOARD LOOK FAVORABLY ON THIS APPLICATION AND RECOMMEND APPROVAL OF THE ATTACHED ORDINANCE.

SUGGESTED MOTION

I MOVE THAT:

1. THE PUBLIC HEARING BE CLOSED.
2. THE ORDINANCE APPROVING THE DESIGNATION OF THE HUNTER RESIDENCE AS A HISTORIC LANDMARK BE APPROVED.
3. THE COUNCIL PRESIDENT BE AUTHORIZED TO SIGN THE ORDINANCE AND THAT THE ORDINANCE BE PUBLISHED IN FULL.

Moved by: _____

Seconded by: _____

Yes _____ No _____ Absent _____

Date	Agenda No.	Subject
08/04/09	8(b)	Ordinance on second reading to designate 3986 W. Bowles Avenue as a historic landmark

Attachments:

1. Proposed Ordinance
2. HP Board Resolution #09-01, Series of 2009
3. Area Reference Map
4. Minutes of June 15, 2009 Historical Preservation Board Meeting - DRAFT
5. Historic Building Inventory Record for 3986 W. Bowles Avenue
6. Current pictures of 3986 W. Bowles Avenue
7. Application for historic landmark designation and attachments

CITY OF LITTLETON, COLORADO

ORDINANCE NO. ____

Series of 2009

INTRODUCED BY COUNCILMEMBERS:

AN ORDINANCE OF THE CITY OF LITTLETON, COLORADO, APPROVING A HISTORIC LANDMARK DESIGNATION FOR THE PROPERTY LOCATED AT 3986 W. BOWLES AVENUE, KNOWN AS THE HUNTER RESIDENCE

WHEREAS, the City Council finds that it is in the public interest of the community to promote the preservation of Littleton's historic buildings; and

WHEREAS, the owners of the property located at 3986 W. Bowles Avenue, being more specifically described in Exhibit A, have applied to the City for designation of that property as a historic landmark under the terms of the Littleton Historic Preservation Code; and

WHEREAS, at their meeting of June 15, 2009, the Littleton Historical Preservation Board did conduct a public hearing on the application and forwarded a recommendation to the City Council to approve the historic designation; AND

WHEREAS, the City Council finds that the proposed ordinance approving the designation of the Hunter Residence as a historic landmark is justified in that the designation meets the criteria for historic landmarks as specified in Section 4-6-6 of the City Code in that the structure is over 40 years of age; and

WHEREAS, the Hunter Residence was a country home outside the town of Littleton during its early days as an agricultural community. Over the years it has been modified, but has retained its historic character with several modifications also considered historic. It exemplifies the cultural and social heritage of the community prior to WWII under sections 4-6-6(A)6 and 4-6-6(A)10; and

WHEREAS, the Hunter Residence is one of the few historic country homes left within the city. The built environment of Littleton's agricultural heritage has largely been lost due to development after WWII. The Hunter Residence and its surrounding property serve as a reminder of the community's distinctive agricultural heritage and contribute to Littleton's unique identity within the Denver metropolitan area under Section 4-6-6(A)15.

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

Section 1: A historic landmark designation for a property known as the Hunter Residence, located at 3986 W. Bowles Avenue being more specifically described in Exhibit A, is hereby granted.

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 21st day of July, 2009, 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 4th day of AUGUST, 2009, in the Council Chambers, Littleton Center, 2255 West Berry Avenue, Littleton, Colorado, at the hour of 7:00 p.m., or as soon thereafter as it may be heard.

PASSED on second and final reading, following public hearing, by a vote of ___ FOR and ___ AGAINST on the ___ day of _____, 2009 and ordered published by posting at Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

Ordinance No.
Series of 2009
Page 3

ATTEST:

CITY CLERK

PRESIDENT OF CITY COUNCIL

APPROVED AS TO FORM:



CITY ATTORNEY

Ordinance No.
Series of 2009
Page 4

DESIGNATION OF THE HUNTER RESIDENCE

3986 W. BOWLES AVENUE

Exhibit A

Legal Description

PART OF NE 1/4 DESC AS BEG 75.31 FT S OF NW COR E 1/2 NE 1/4 TH S 193.39 FT TH E 208.7 FT TH N 203.92 FT TO S LINE OF W BOWLES AVE TH WLY ALG SD LINE 63.18 FT & 145.81 FT TO BEG SEC 19-5-68.

RESOLUTION NO. 09-01

Series of 2009

A RESOLUTION OF THE HISTORICAL PRESERVATION BOARD OF THE CITY OF LITTLETON, COLORADO, RECOMMENDING APPROVAL OF THE PROPOSED ORDINANCE DESIGNATING PROPERTY KNOWN AS 3986 WEST BOWLES AS A HISTORIC LANDMARK.

WHEREAS, the Historic Preservation Board of the City of Littleton, Colorado, held a public hearing at its regular meeting of June 15, 2009, to consider the proposed ordinance designating property known as 3986 West Bowles, as a historic landmark.

WHEREAS, the Historical Preservation Board considered evidence and testimony concerning the proposed ordinance at said public hearing.

NOW, THEREFORE, BE IT RESOLVED BY THE LITTLETON HISTORICAL PRESERVATION BOARD OF THE CITY OF LITTLETON, COLORADO, THAT:

Section 1. The Historical Preservation Board finds the proposed historic landmark designation is justified in that the site is over 40 years old and possesses architectural and social importance as specified in Section 4-6-6(A) of the Littleton City Code:

1. 4-6-6(A)6: Represents a built environment of a group of people in an era of history;
2. 4-6-6(A)10: Exemplifies the cultural, political, economic or social heritage of the community; and
3. 4-6-6(A)14: Enhances the sense of identity of the community.

Section 2. The Historical Preservation Board does hereby forward a favorable recommendation to the City Council on said proposed landmark designation.

INTRODUCED, READ AND ADOPTED at a regularly scheduled meeting of the Historical Preservation Board of the City of Littleton, Colorado, on the 15th day of JUNE, 2009, at 7:00 p.m. in the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado, by the following vote:

AYES: 6

NAYS: 0

ABSENT: 1

Littleton Historic Preservation Board
June 15, 2009
Page 2

ATTEST:

BY: Andrea Mimnaugh

Andrea Mimnaugh
Historic Preservation Planner

APPROVED:

Bill Hopping

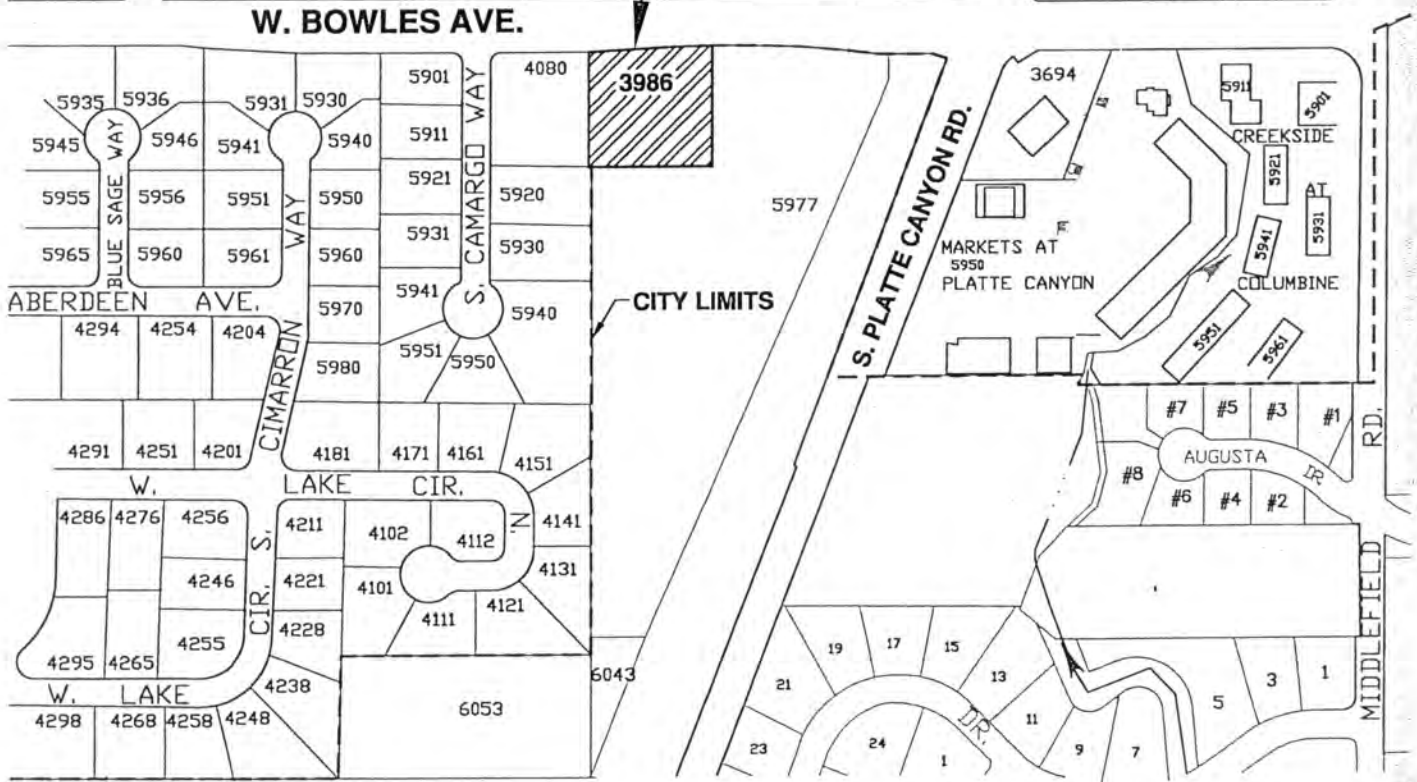
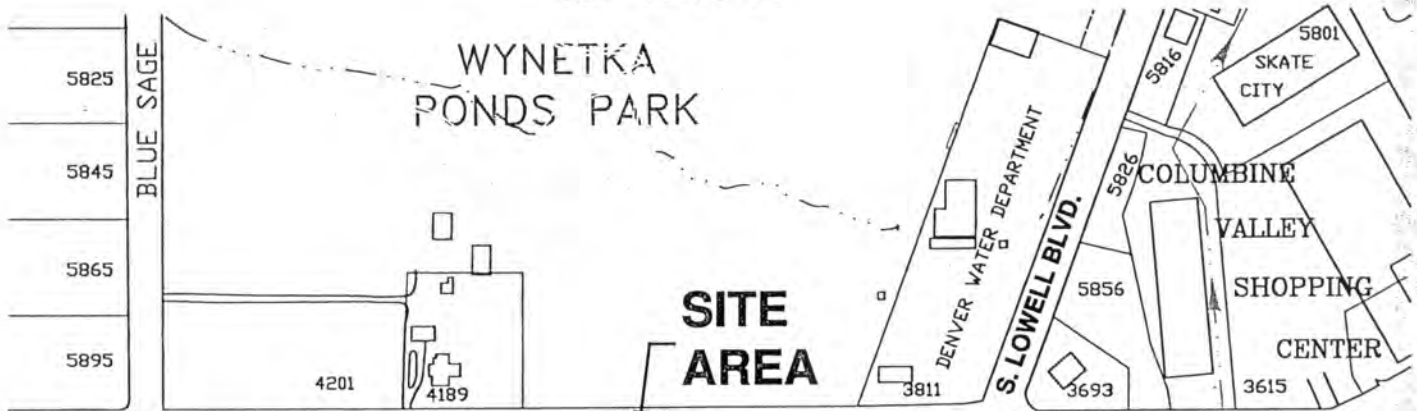
Bill Hopping
Chair

Approved as to form:

Kenton J. Crawford
City Attorney

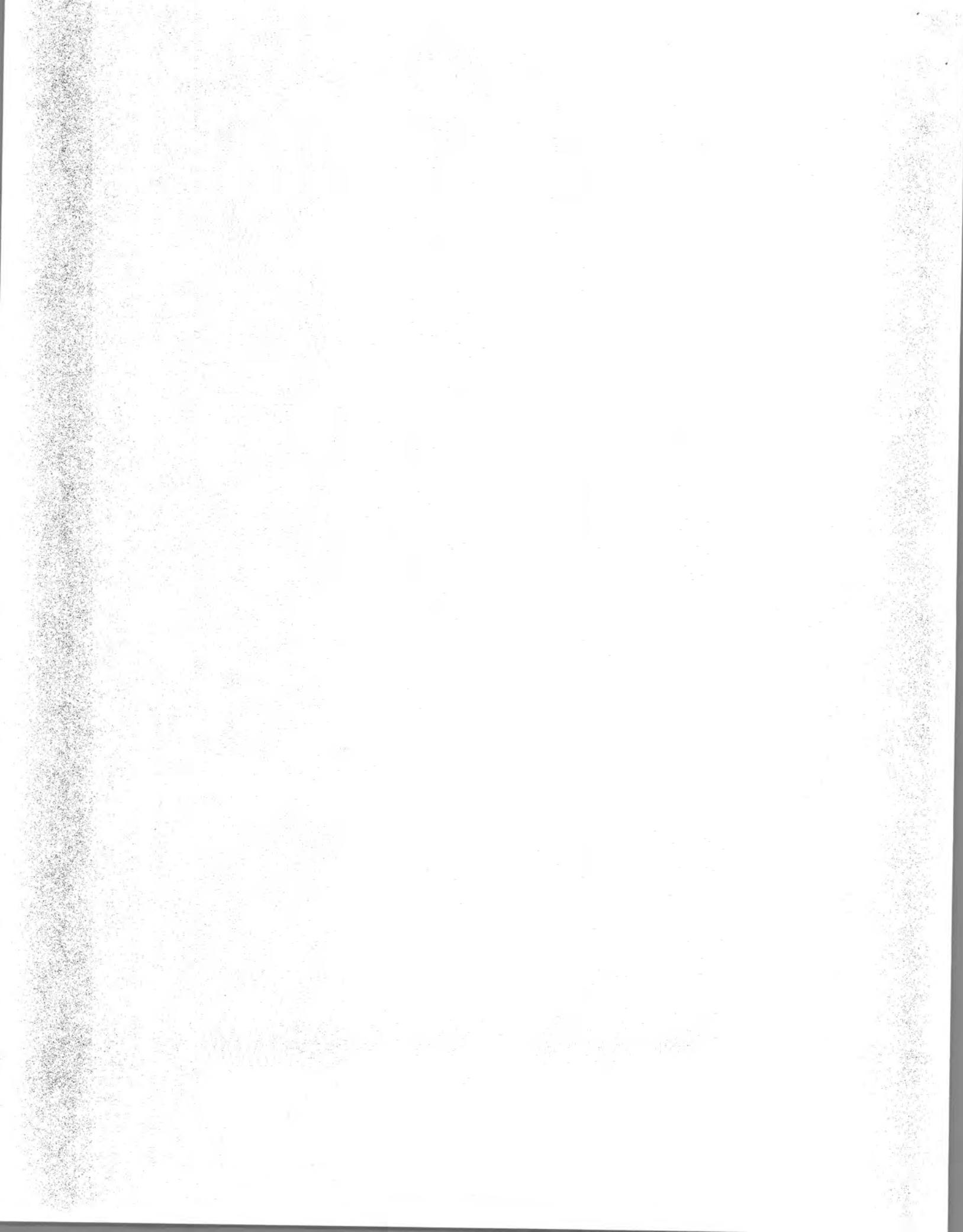


NOT TO SCALE



VICINITY MAP

3986 W. BOWLES AVE.



1 **HISTORICAL PRESERVATION BOARD**

2
3 The Historical Preservation Board met on June 15, 2009, at 7:00 p.m. in the Littleton
4 Building Dept. Conference Room, 2255 West Berry Avenue, Littleton, Colorado.

5
6 Present: William Hopping, Chairman
7 Pam Rosendal, Vice Chairman
8 Bruce Stahlman, Board Member
9 Kevin Koernig, Board Member
10 Stephen Ekman, Board Member 6:40 pm
11 Chuck Reid, Board Member 7:00 pm
12 Katherine McMurray, Alternate 2

13
14 Not Present: Margi Clute, Board Member
15 Michael Donnelly, Alternate 1

16
17 Also Present: Andrea Mimnaugh, Historic Preservation Planner
18 Doreen Wilson, Recording Secretary
19 Kirsten Crawford, Assistant City Attorney
20 Peggy Cole, City Council Liaison
21 Norm Brown, PC Liaison
22 Sonya Ellingboe, Historic Littleton, Inc.

23
24 **Chairman Hopping** called the meeting to order, and the following business was
25 conducted:

26 **ROLL CALL**

27 **Chairman Hopping** called roll with 6 regular members and 1 alternate being present.

28
29
30 As there were no scheduled or unscheduled appearances and no public hearing, **Chair**
31 **Hopping** moved to New Business.

32
33 **NEW BUSINESS**

34
35 1. Landmark Designation for the Hunter Residence, 3986 W. Bowles Avenue

36
37 Chairman Hopping stated for the record that the members of the Historical Preservation
38 Board met at 6:15 pm this evening at the Hunter House with owners Anita and Arthur
39 Garfein to tour the property.

40
41 Planner Mimnaugh presented the staff report regarding the proposed designation of the
42 Hunter Residence. She noted that the house was built 120 years ago in what was then
43 farmland. The house has retained its historic character and is one of only a few remaining
44 country homes in Littleton that is representative of the early agricultural years of
45 Littleton. She noted that the Historic Resources Survey of 2001 identified this property as

46 eligible for local landmark designation. Planner Mimnaugh said the staff finds the
47 application is in conformance with the review criteria and is recommending approval.
48

49 The applicant, Dr. Garfein, addressed the Board and discussed the history of the home in
50 terms of its residents and modifications.
51

52 Discussion and Comments
53

- 54 • House is Colonial Revival style
- 55 • City invested in the house when it was moved in '80's and this indicates its
56 commitment to the historic resource
- 57 • Many of the modifications to the house are historic
- 58 • Mud room between house and garage is compatible and appropriately, does
59 not blur line between what is historic and what is not
- 60 • Property also meets criterion regarding a built environment of a group of
61 people in an era of history
- 62 • The house is a wonderful example of a country home of its era
63

64 **Board Member Koernig moved the Historical Preservation Board forward a**
65 **recommendation of approval of the historic landmark request to City Council that**
66 **the Hunter Residence, 3986 W. Bowles Avenue, finding that it conforms with the**
67 **review criteria of the Historic Preservation Code. Board Member Stahlman**
68 **seconded the motion.**
69

70 **Ayes: Board Members Ekman, Hopping, Koernig, Reid, Rosendal and**
71 **Stahlman**

72 **Nays: None**


73 **Absent: Board Member Clute**

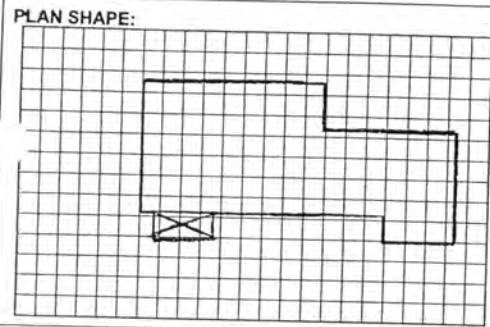
74 **Motion passed 6-0**
75
76

NOT FOR FIELD USE	
<input type="checkbox"/> Eligible	<input type="checkbox"/> Nominated
<input type="checkbox"/> Det. Not Eligible	<input type="checkbox"/> Certified Rehab.
Date _____	

HISTORIC BUILDING INVENTORY RECORD

CODE #: 4571

PROJECT NAME: Littleton Historic Resources Survey, 2000-01, SHF#2000-01-069		COUNTY: Arapahoe	CITY: Littleton	STATE ID NO.: 5AH1725
CURRENT BUILDING NAME:		OWNER: GARFEIN, ANITA B		
ADDRESS: 3986 W BOWLES AVE LITTLETON, 80120		3986 W BOWLES AVE LITTLETON CO 80123-6582		
HISTORIC NAME: Hunter Residence		TOWNSHIP: 5S RANGE: 68W SECTION: 19 NW 1/4 NE 1/4		
DISTRICT NAME:		USGS 7.5' QUAD. NAME: Littleton, Colo. YEAR: 1965. r. 1994		
FILM ROLL NO.: 00-34 BY: Roger Whitacre		NEGATIVE NO.: 5	LOCATION OF NEGATIVES: Littleton Hist. Mus.	DATE OF CONSTRUCTION: ESTIMATE: ACTUAL: 1889 SOURCE: Littleton Indep., 4-27-76
		PRESENT USE: Domestic/Single Dwelling		
		HISTORIC USE: Domestic/Single Dwelling		
		CONDITION: Excellent		
STYLE: 19th and 20th Cent. Rev./Colonial Rev.		EXTENT OF ALTERATIONS: Moderate DESCRIBE: Attached garage on west. House moved further back on same lot. CONT.? No		
MATERIALS: Wood		STORIES: 2 1/2 SQ. FOOTAGE: 2714		
ARCHITECTURAL DESCRIPTION: Two-and-a-half-story side gable roof frame dwelling with gabled projection on front and rear. Composition roofing. Full-height brick chimney on east with flue liner caps. Flared, overhanging eaves. Walls clad with wood shingles; gable ends clad with fishscale shingles. 1/1-light double-hung sash windows with wide wood surrounds. Projecting gable roof porch with square column supports and balustrade; porch wraps around. Off-center entrance with glazed screen. Gable ends have 3/1-light double-hung sash windows. Hipped roof dormer on rear clad with asbestos shingles has three double-hung sash windows. Garage addition on west is shingled and has large paneled overhead door. Frame outbuilding with gable roof and vertical panel siding. Large privacy fence in front of property.		MOVED? Yes DATE(S) OF MOVE: 1987 NATIONAL REGISTER ELIGIBILITY: INDIVIDUAL? Not Eligible CONTRIBUTING TO DISTRICT? LOCAL LANDMARK DESIGNATION? No NAME: DATE: ASSOCIATED BUILDINGS? Yes TYPE: Outbuilding IF INVENTORIED, LIST ID NOS.:		
ADDITIONAL PAGES? No				



ARCHITECT:
Unknown

SOURCE:

BUILDER/CONTRACTOR:
Unknown

SOURCE:

STATE ID NO.: 5AH1725

ORIGINAL OWNER:
D.M. Hunter

SOURCE: Littleton Indep., 4-27-76

THEME(S):
Rail Era: Rail Town Phys. Form, 1870-1920

CONSTRUCTION HISTORY:
A number of additions have been made since the original construction. CONT.? No

HISTORICAL BACKGROUND: CONT.? No
Shirley Smith reported that this house was built by Presbyterian minister D.M. Hunter in 1889. The house was threatened by the Bowles Avenue expansion project in the late 1980s. The house is described in a 1986 Littleton Independent article as the rural home of the minister of the First Presbyterian Church. In order to save the house during expansion of the road, the building was moved from its original foundation and placed further back on the lot. The city of Littleton paid \$100,000 to move the house in 1987. That report stated that Hunter had purchased a two-acre site from John Lilley in 1888 for \$200 and the house was built in 1889. The foundation was reportedly built using mud from the South Platte River and included pieces of crockery and other materials. In 1891, Hunter sold the residence to R.H. Nelson for \$4,000. A succession of owners followed, including Charles H. Hammer, who was a pigeon raiser.

LITTLETON LANDMARK ELIGIBILITY:
INDIVIDUAL? Yes **CONTRIBUTING TO DISTRICT?** **DISTRICT NAME:**

SIGNIFICANCE CATEGORIES:

ARCHITECTURAL SIGNIFICANCE:		HISTORICAL SIGNIFICANCE:	
<input type="checkbox"/>	REPRESENTS THE WORK OF A MASTER	<input type="checkbox"/>	ASSOCIATED WITH SIGNIFICANT PERSONS
<input type="checkbox"/>	POSSESSES HIGH ARTISTIC VALUES	<input checked="" type="checkbox"/>	ASSOCIATED WITH SIGNIFICANT EVENTS OR PATTERNS
<input checked="" type="checkbox"/>	REPRESENTS A TYPE, PERIOD, OR METHOD OF CONSTRUCTION	<input type="checkbox"/>	CONTRIBUTES TO AN HISTORIC DISTRICT

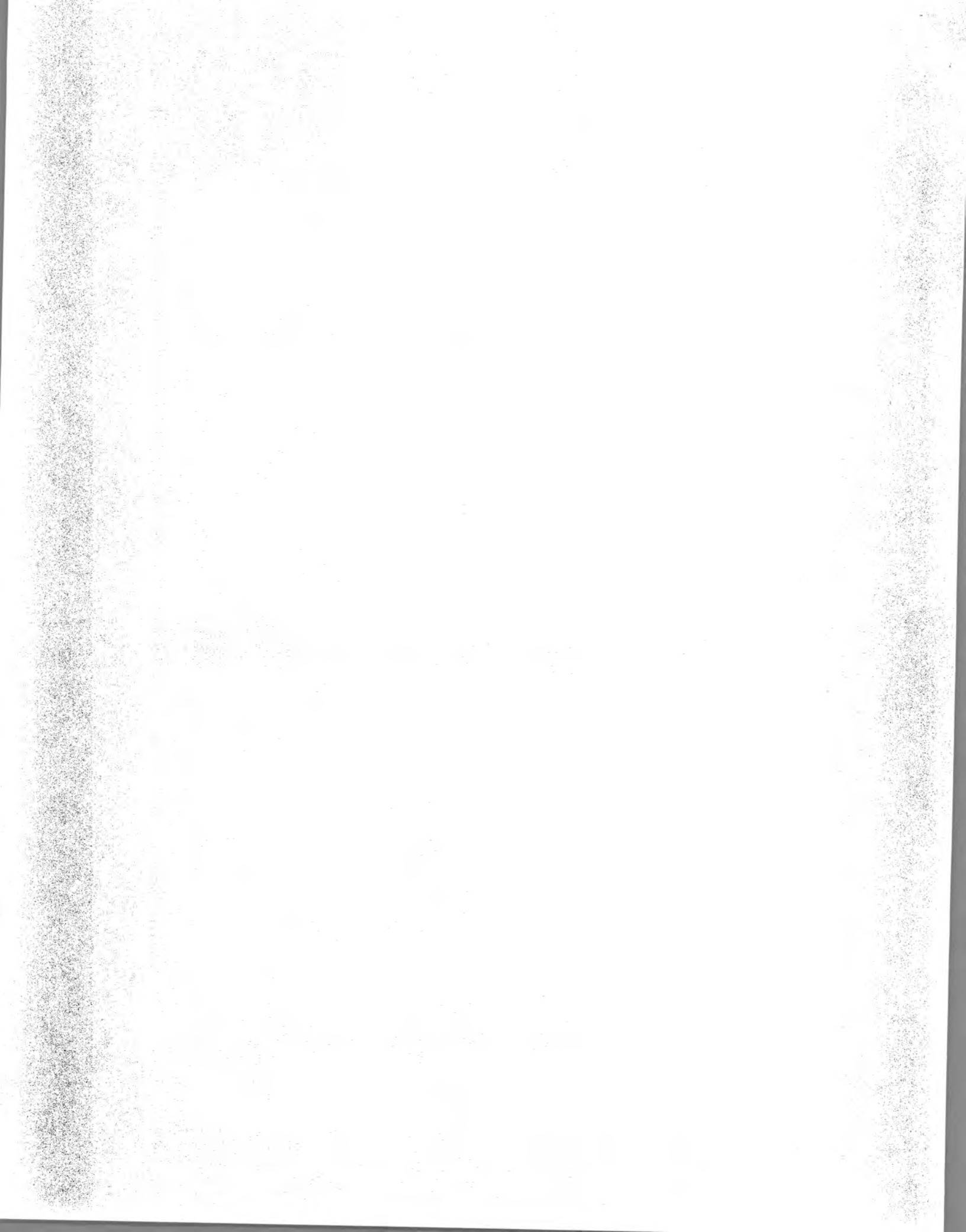
STATEMENT OF SIGNIFICANCE: CONT.? No
This house reflects features of the Colonial Revival style through its pedimented gables, double-hung sash windows, and porch with column supports. The house is associated with the early development of Littleton's formerly rural areas.

REFERENCES: CONT.? No
Arapahoe County Assessor records; Sentinel Independent, 20 March 1987; Littleton Independent, 27 June 1986 and 27 April 1976.

SURVEYED BY: R.L. Simmons/T.H. **AFFILIATION:** Front Range Research Associates, Inc. **DATE:** May 2001

The Hunter House
3986 W. Bowles





**APPLICATION FOR DESIGNATION OF PROPERTY
AS LITTLETON HISTORIC LANDMARK**

The Littleton Historic Preservation Ordinance provides for the initiation of designation of private and public property as an historic landmark on the verified application of the owner.

(I) (We) The Garfein Family Trust as the owner(s) of property located at

3986 W. Bowles Avenue

Littleton CO 80123-6582

do hereby request that the above listed property be reviewed for designation as a Littleton Landmark under the City of Littleton's Historic Preservation Ordinance.

Signature(s) of owner(s)

R. Garfein MD

Anita B. Garfein

Permanent Address

3986 W. Bowles Avenue

Littleton CO 80123-6582

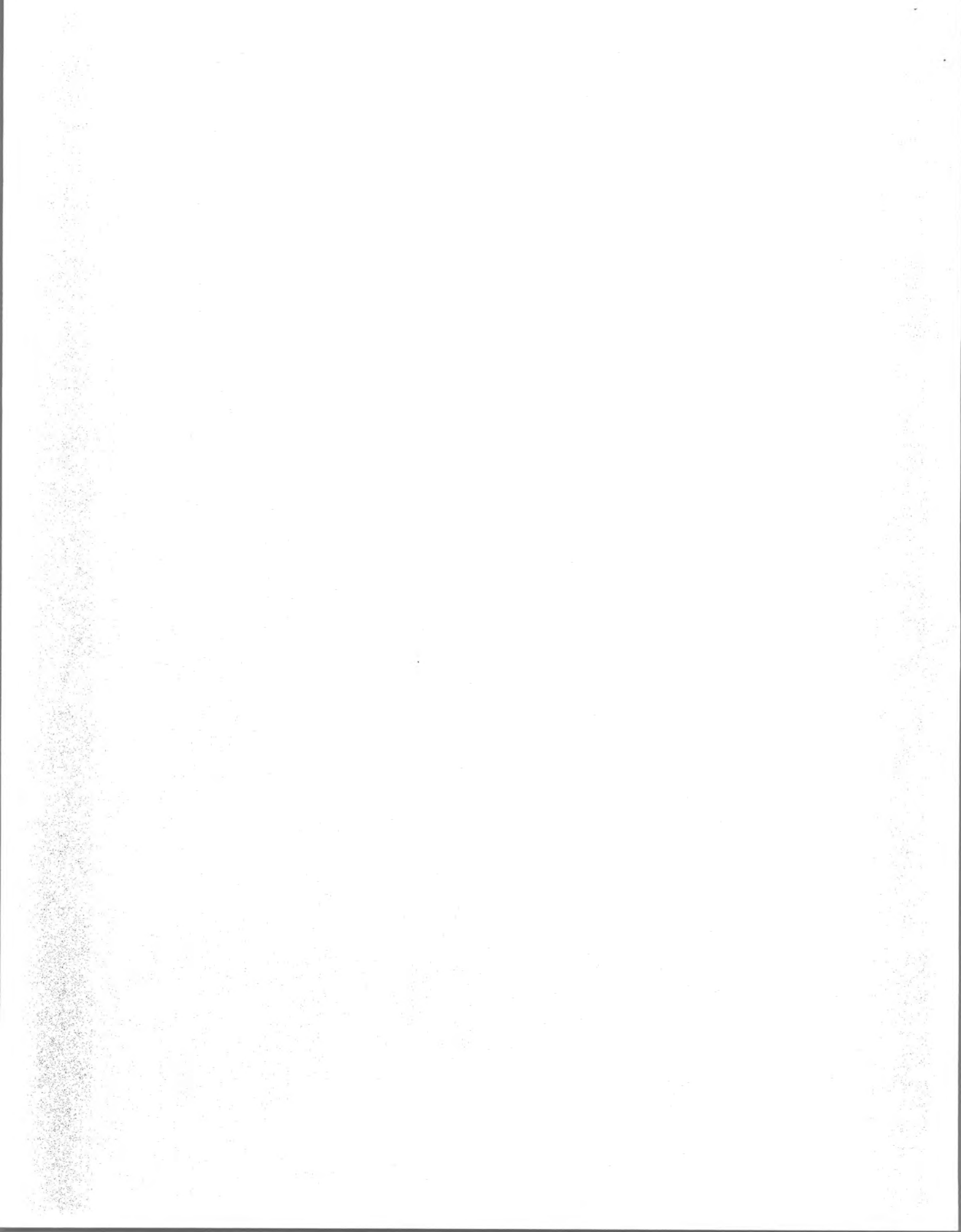
Telephone Number

303 795-8000

Received by Littleton Community Development Department

Date: _____

Received by: _____



HISTORIC BUILDING RECORD AND EVALUATION

Building: The Hunter House

3986 W. Bowles Avenue, Littleton CO 80123-6582

Location: Beginning 75.31 feet south of the NW corner in the NE quarter of section 19, township 5 south, range 68 west of the 6th principal meridian, County of Arapahoe,

Vicinity: State of Colorado

Comprehensive Plan Neighborhood: Single family home on approx. 1 acre

Zoning: R-E

Lot and Block Number:

Subdivision: none

Assessor's Schedule Number: 2077-19-1-00-044

Date or Period: Built in 1889 in township of Wynetka

Style: Victorian farmhouse

Architect:

Builder:

Evaluation:

Original Owner: Rev. David M. Hunter

Original Use: Family home for Littleton's second Presbyterian minister and wife

Present Owner: The Garfein Family Trust

Present Use: Family home

Physical Condition of Structure:

Exterior: New roof, weathered side shingles, single windows

Interior: Good

Number of Stories: 3

Number of Rooms: 10 plus basement

Construction:

Foundations: Concrete with rebar reinforcement post-1987 house move

Exterior Wall: Wood shingles

Roof: Dimensional shingles (2007)

Interior Finish:

Lath and plaster; some drywall with renovations

Map Reference: See Location

Comments (additions, modifications, restoration):

Prior owners:

Indoor toilets added
Hot water, cast iron radiators added (currently in use)
Enclosed sun room in living room area
Finished attic in tongue and groove paneling
Front door relocated from E side of house to N side
Chimney/fireplace relocated from S side of house to E side
'Mud room' added between garage and house

Current owners:

House relocated 70 feet south on lot (with destruction of barn and outbuildings) due to Bowles Avenue widening project
Old root cellar abandoned with house relocation/ new finished basement
New storage room added to rear of garage
Septic tank discontinued; became part of Littleton sewer system when annexed into City in 1987
Lost 1/10 of an acre to City of Littleton when Bowles Avenue widened
New landscaping required due to destruction of previous landscaping, trees, bushes and pasture due to street widening and house relocation

Notable Features, Historical Significance and Description:

See attached narrative report titled Home History

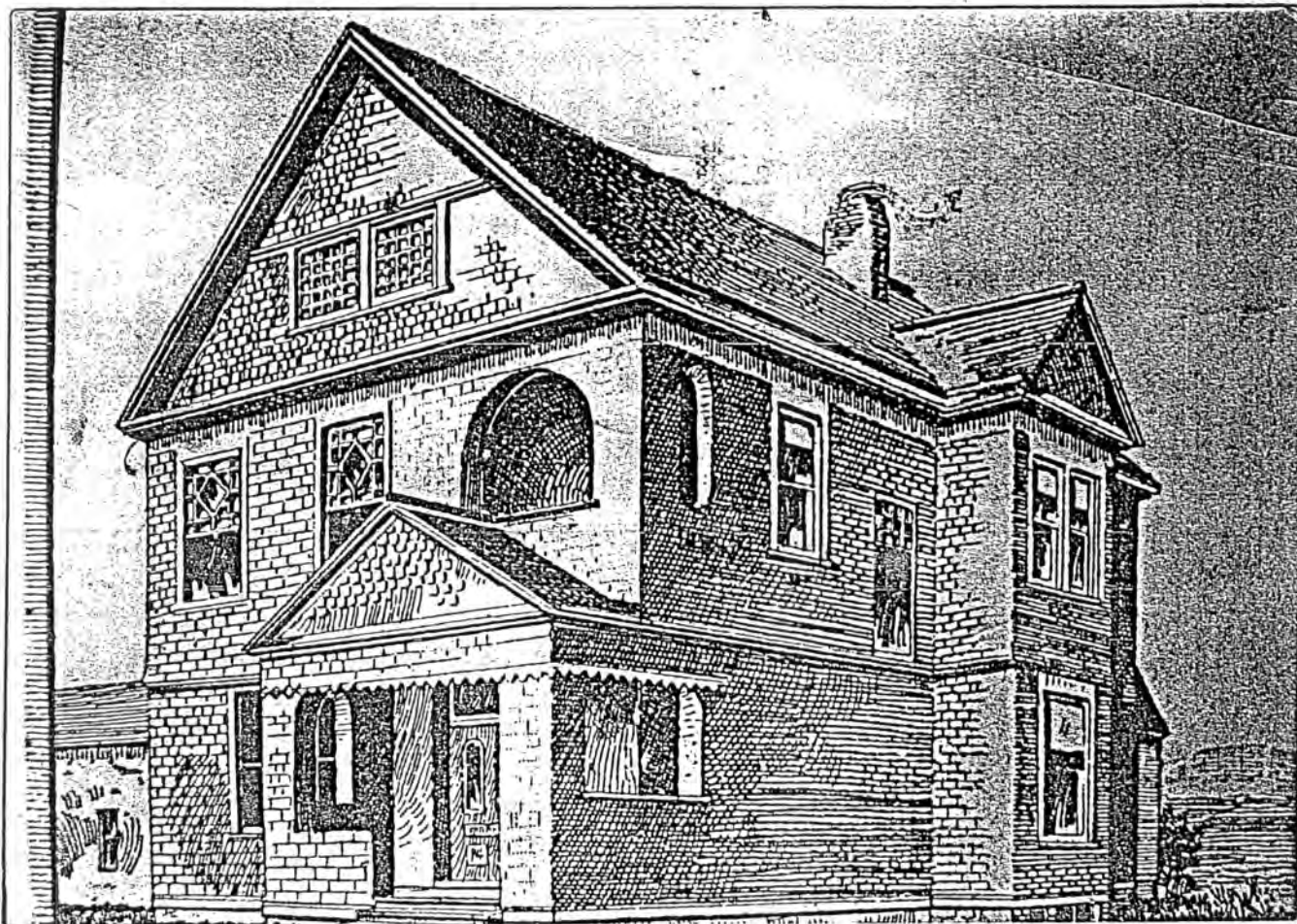
Published Sources (Author, title, pages),
interviews, records, etc.

Numerous articles in Littleton
Gazette and Independent
Home Histories

Name, Address and Title of
recorder:

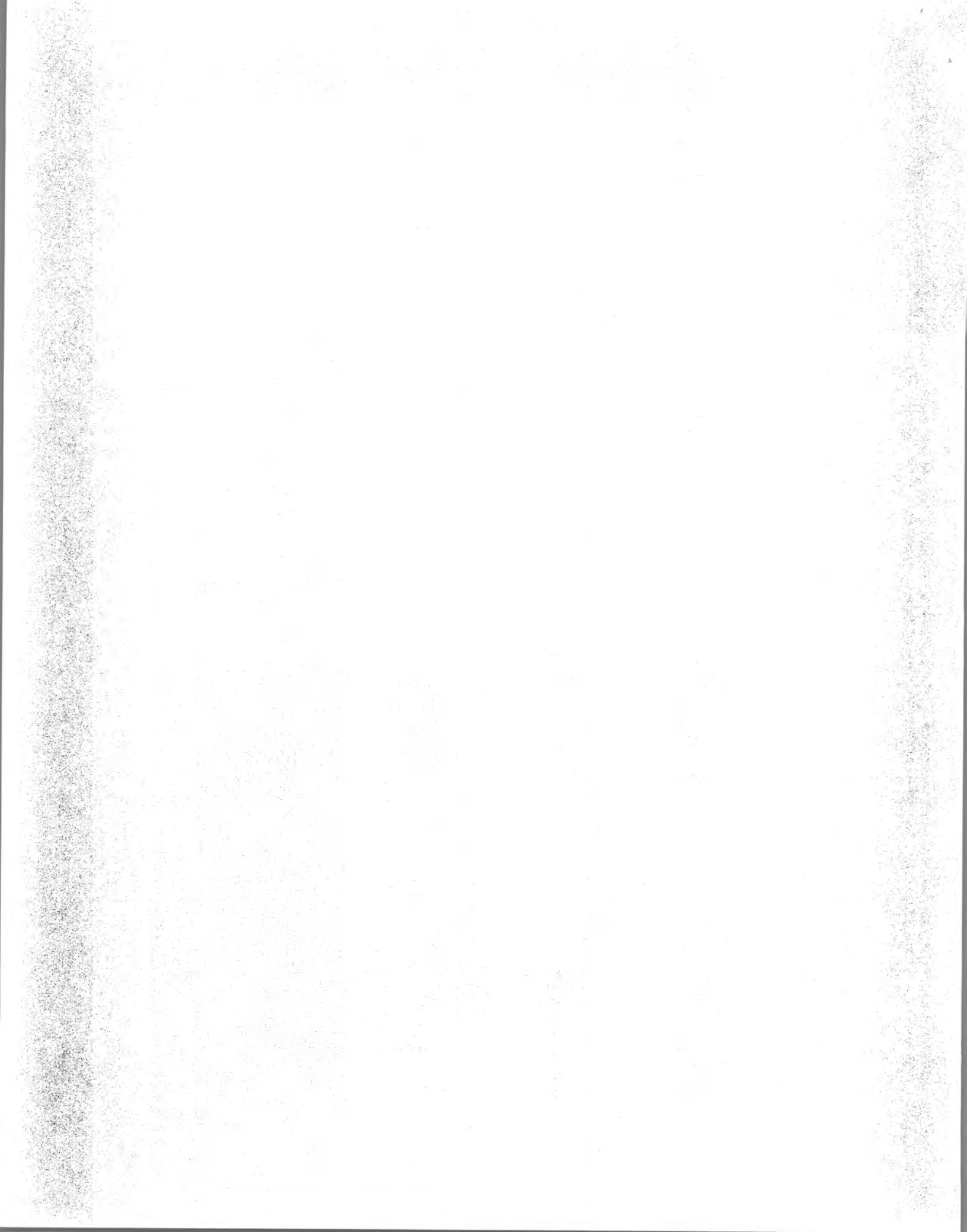
Sharon Elfenbein

Date of record: 1977



3986 W. Bowles Avenue

June 21, 1889 The Littleton Gazette





SECTION VIEW OF BOWLES' BOULEVARD, LOOKING EAST

RESIDENCE OF MRS. EUPHENIA JOHNSON ON THE RIGHT, AND
HON. CHAS W. BOWLES ON THE LEFT

HOME HISTORY

The story of Littleton began in 1860 with the location here of Richard Sullivan Little (from whom the town took its name). After staking his claim along the east side of the South Platte River, he helped lay out many of the farms and ranches of that river valley. On his own claim the Capitol Hydraulic Co. decided to set the head gate for a ditch to carry water to Denver (the City Ditch) and finally, by 1867, water was flowing some 2,700 feet south of where present day Bowles Avenue crossed the Platte. In the same year, Little, along with Joseph Wesley Bowles (a North Carolinian who arrived in Denver in 1859 seeking gold) and John G. Lilley (an Englishman who arrived in Colorado in 1860 also seeking gold), built the Rough & Ready Flour Mill at a cascade just north of the Bowles Avenue bridge where an earlier ditch had been dug. It was around this mill that the town of Littleton was formed.

Both Bowles and Lilley, people important to the history of Littleton, were also people important to the history of 3986 W. Bowles Avenue.

In 1870 Bowles, whose house was just west of the South Platte River, had his hired man, Moses Collins, set out rows of shade trees (cottonwood) extending from the Platte west for three-quarters of a mile on the south side of a road that was first termed Wynetka Avenue (then, Bowles Boulevard and eventually Bowles Avenue). They had attained a height of 60 feet and over 2 feet in diameter at the base after 19 years and were a favorite destination for Denver summer visitors. It was at that time that 3986 W. Bowles Avenue was built.

Although Joseph Bowles was nominally a Protestant, when his 11 year old daughter Josephine ('Josie') was dying of diphtheria in 1887 she begged him to embrace her faith, Catholicism. He did and contributed land for St. Mary's built in 1901 (the year his 18 year younger wife, Cynthia, died at age 50). Two sons survived, Charles W. and Edward V. Charles had two daughters, Charla and Nellie. We will hear more about Charla later in our narrative.

In 1889 Bowles, Lilley and a group of dissident citizens living west of the Platte, fearing an anticipated Littleton property tax, incorporated the township of Wynetka (Ute for 'beautiful view') four months before Littleton became a legal entity.

One half mile west of Littleton's western town limits, the Colorado and Southern railroad's South Park-Leadville line had established a railroad station on the east side of Platte Canyon, a few hundred yards south of Bowles Avenue with the name Wynetka. When Walt Whitman, the great American poet and editor of the Brooklyn Eagle came to Colorado in 1878, he wrote a poem to pay for his trip on the C & S called "The Spirit That Crested This Scene."

Wynetka Junction, as named, was an important point in the Denver Union Water Co.'s pipe system bringing water in to Denver. Pipes still run under Bowles Avenue with water from the Platte Canyon and from Marston and Bowles Lakes.

But Wynetka is most important to this particular narrative because it was within its boundaries and during the time of its brief period of existence (1889-1892) that the home at 3986 W. Bowles was new.

John G. Lilley, one of three original partners in the Rough & Ready Flour Mill, originator in 1890 of Littleton's first volunteer fire department, one-time owner of the Littleton Independent, school board President for 27 years, and Arapahoe County Commissioner owned 380 acres of fine, fertile land that bordered on Platte Canyon Road. His second wife was a member of the Presbyterian Church.

The Presbyterian Church of Littleton (renamed the First Littleton Presbyterian Church presently located at 1609 W. Littleton Boulevard) was started in 1883 by Rev. Thomas E. Bliss with 18 members. In 1886 for \$1,500 they bought the building of the Reformed Episcopal Church—probably begun by John S. Little—which stood at the northwest corner of Main and Curtis (Curtice) Streets.

In October 1888 the Hon. John G. Lilley sold a rough square acre of his land near Bowles and Platte Canyon for \$200 to the Rev. David M. Hunter, about to be installed as minister of the First Littleton Presbyterian Church. He and his wife had come from New York. Present church records have very little information about Rev. Hunter; only that he was installed on November 8, 1888, resigned August 30, 1891, that there were expressions of regret at his resignation and that he left in good graces. During his tenure there, a new organ was purchased in 1890 and he spearheaded the drive to establish a free 'reading room' for the community.

The Littleton Gazette of February 22, 1889 comments: 'Rev. D.M. Hunter is pushing the work on his splendid dwelling house just across the river. Such buildings as this are a great credit to our growing little city.' And on April 26, 1889: 'Rev. D.M. Hunter removed his household goods from Denver to his handsome residence just west of the South Park. The revered gentleman is quite taken with our beautiful Platte River valley and healthful climate, as shown by the magnificent dwelling house which he has just completed.' On May 10, 1889: 'Rev. Mr. Hunter has completed a two story frame residence on Wynetka Avenue overlooking the Platte valley. This is one of the finest locations in the neighborhood of Littleton.' And then on June 21, 1889, along with a picture of the house: 'On this page may be seen the cut of the revered gentleman's mansion in Wynetka, a late edition to Littleton. It is situated on one of the most beautiful and slightly locations, overlooking the entire Platte Valley and surrounding country.'

On October 24, 1891 Rev. Hunter sold his home at 3986 W. Bowles Avenue to Robert H. Nelson for \$4,000 and returned with his wife to New York. Mr. Nelson, who became the Littleton Postmaster in 1893, had purchased the house as an investment to resell. His advertisement in the now Littleton Independent on April 9, 1892 read: 'Fine suburban residence, one-half mile west of Littleton on county road. Full two stories and attic frame house, eight rooms and bath. Handsomely decorated, finished in natural wood and bronze hardware throughout the entire house. Large cellar containing laundry, furnace, coal, milk and vegetable rooms. Large barn, ice-house, poultry house, artesian well, an acre of ground with fruit trees. Furnished if desired.' However, the Silver Crash in 1893 created difficult economic times. Mr. Nelson, also a New Yorker, had come to Colorado due to respiratory problems but finally succumbed to his lung disease at age 48 in 1895. During his last illness he had sold the home to Mrs. Henrietta W. Levick, a widow whose realtor son lived in Denver.

She transferred the house in 1900 to Nelson B. Cobb whose untimely death at home in 1903 left a widow, a daughter and three sons (one a baby only a few weeks old).

The home was purchased by Charles H. Hammer who only owned it for one year. Of him the Littleton Independent noted: 'C.W. (sic) Hammer of Littleton will attend the Blue Ribbon Poultry show at Denver next week with the largest exhibit of Homer Pidgeons that have ever been shown in the west. Mr Hammer is the most enthusiastic and successful pidgeon fancier in the western country, and his exhibit is attracting much attention.'

Phoebe Church, about whom there is no information, bought the home from Hammer for \$3,000 in 1905 and sold it to Mabel and W.S. McGintie in 1917 for the same amount. (As referenced earlier, Charles Bowles' daughter Charla, who was raised across the street at 4189 W. Bowles Avenue, became a McGintie after marriage and was the mother of W.S. Charla attained instant notoriety when she was one of two little girls perched on U.S. President Howard Taft's lap when his car paused in Littleton). W.S.' first job was with the Littleton Independent. A lawyer by profession, he subsequently served on the school board, became a judge and then the Littleton City Attorney. Mrs. McGintie is mentioned several times in the papers on social occasions, entertaining the Luncheon Club and later the Truly Rural Club.

The house next belonged to Fred A. Thompson in 1924 who donated its use the following year to the Alpha and Omega Mission Society, a Catholic organization dedicated to building parochial schools and academies.

In 1927 Forrest H. and Bess W. Saxton became the new owners. Forrest was a mechanic with the Coleman Motors Corporation. At this time the deed included 'all water, ditch and irrigation rights and perpetual use of one statutory inch of water per second from Bowles reservoir.'

The house passed to Colonel John Dross and his wife Hattie in 1932. A decade later it was sold to Chesley G. and Lucille Stevens with the U.S. involved in World War II. In 1944 Elsie A. Chase became its owner.

Fortunately, in 1946, it came into the possession of Lester L. and Alma Stites Graves. Over the next six years, the Graves (he was with American Standard) would design a heating system, enclose the sun porch, build a two-car garage and 'mud room,' and move the chimney and fireplace from the south end of the living room to its current location on the east. Mr. Graves had noted that the timbers of the house side walls were 2X6s instead of the standard 2X4s.

In 1952 Thomas Hildt Jr., a Yale graduate, his wife and two children moved in. He had been commended by the Russian government for repairing their planes during World War II, but was now in investments with Bosworth Sullivan and Company. His wife, Cardine, became the national Director of Trout Unlimited and was an active member of the Wilderness Society, Nature Conservancy, National Audobon Society and the Arapahoe Hunt. She was a founding director of the Colorado Outward Bound schools. Having studied sculpture in Florence, Italy she did metal art with Varian Ashbaugh in Littleton (He had

developed the Woodlawn Shopping Center). During their sojourn they finished the attic with tongue and groove paneling to make an habitable third floor with complete bath.

The next owners in 1959 were Charles and Deborah Hemenway and their three children. Mr. Hemenway was a stock broker at Boettcher & Company.

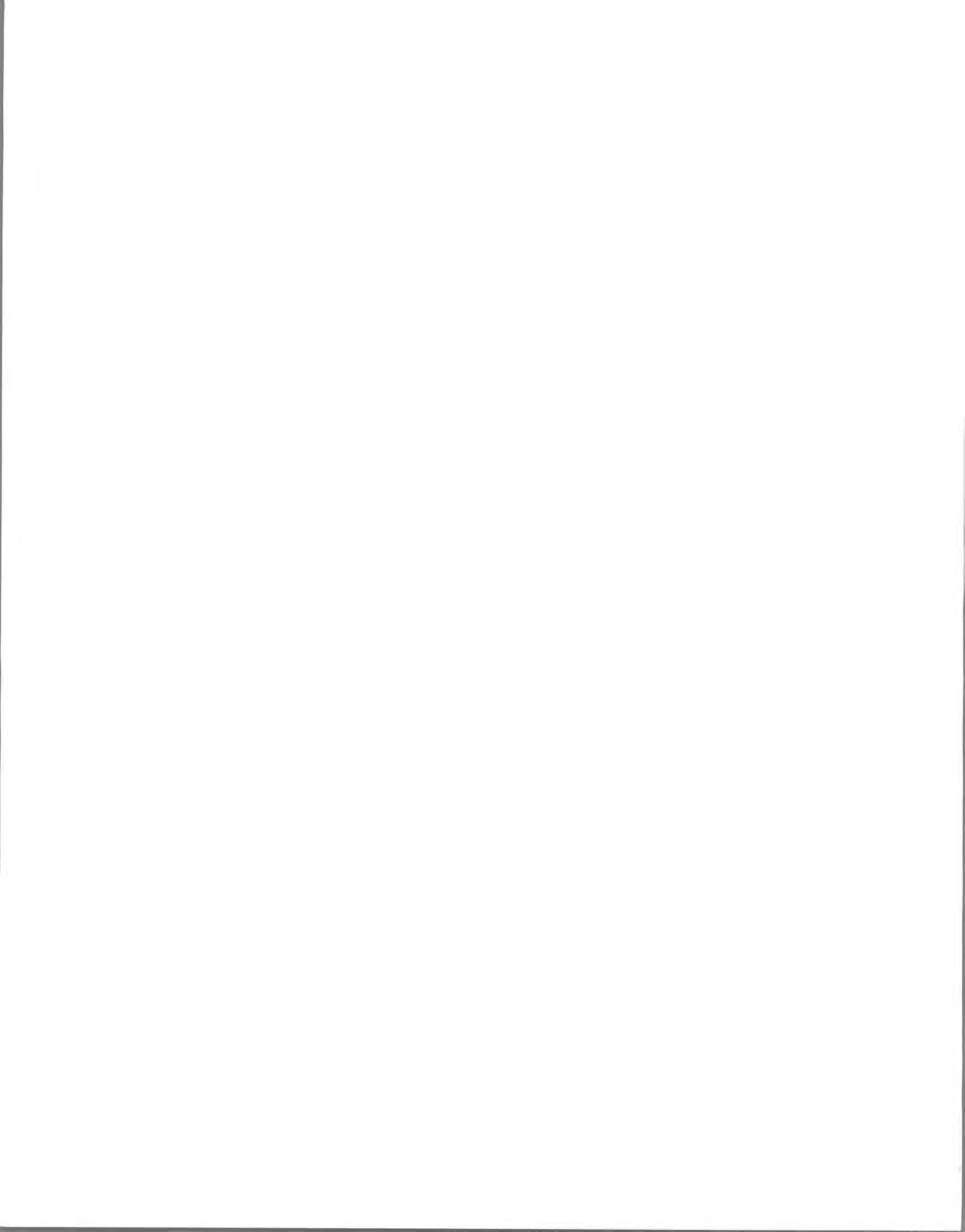
A section chief (engineer) with The Martin Company, John F. Rudy, his wife and three children lived in the home only during 1967. Gordon and Marilyn Pederson purchased the home in 1968. Mr. Pederson was a banker at Littleton National Bank. In 1974 his banking career relocated them to Boulder, Colorado and they sold the house to it's present occupants—the 18th owner—Arthur and Anita Garfein, a psychiatrist and potter respectively. They raised their two children there. In 1976 the Littleton Independent lauded it as 'a perfect architectural example of a Victorian farmhouse' and it has been featured on two different fund-raising tours for the Littleton Friends of the Library/Museum. It has been recorded on Littleton's List of (Historic) Merit for the past six years.

CITY OF LITTLETON, COLORADO

**PLANNING DIVISION
DEPARTMENT OF COMMUNITY DEVELOPMENT**

LIST OF EXHIBITS

Case Number:	HP09-0006
Case Name:	Historic Landmark Designation of the Hunter Residence
Case Type:	Historic Landmark Designation
Exhibit A:	City Staff Report and Attachments
Exhibit B:	Application and Attachments
Exhibit C:	The City COMPLAN, (by reference)
Exhibit D:	Littleton Historical Preservation Code, Title 4 of the City Code (by reference)
Exhibit E:	Proof of Posting
Exhibit F:	Proof of Publication
Exhibit G:	Public Hearing Roster



STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

AFFIDAVIT

Andrea Minnaugh, upon affirmation, deposes and says that for a period of not less than ten (10) day, that these was posted upon the property located at 3986 W. Bowles Ave.

Street Address

Littleton, Colorado, also known as: The Hunter Residence

A notice that there would be a public hearing on the 4th day of August, 2009, at the Littleton Center, Littleton, Colorado, regarding proposed development within a floodplain, and that said notice was in due form of law. A photograph (digital not accepted) of the signs in place is attached hereto.

Andrea Minnaugh
Signature of Applicant

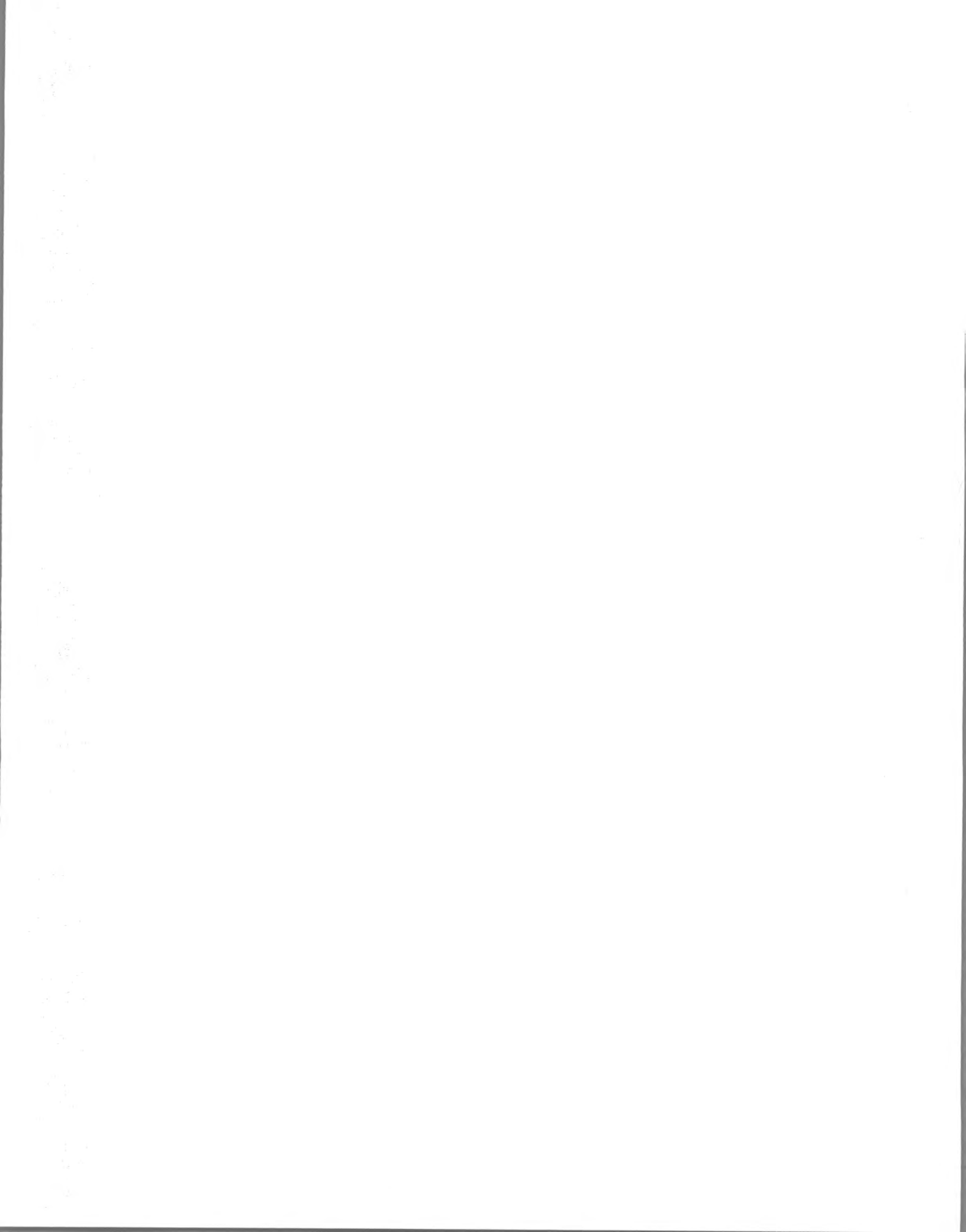
Subscribed and affirmed before me this 4th day of August, 2009.

Witness my had and official seal.

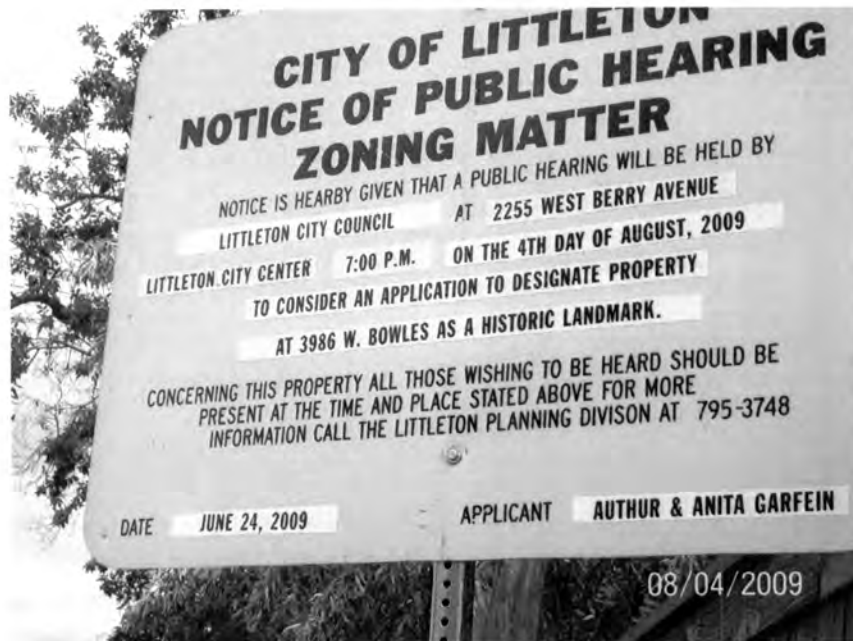
My Commission Expires: My Commission Expires July 2, 2013

Lucy M. Lucero
Notary Public





Hunter Residence
3986 W. Bowles Avenue
Public Hearing Sign for
Designation as a Historic Landmark
August 4, 2009



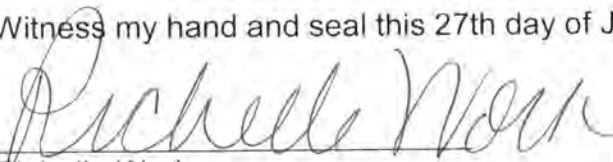


PROOF OF PUBLICATION

STATE OF COLORADO)
)
COUNTY OF ARAPAHOE)

I, Richelle Work, Littleton Deputy City Clerk, do solemnly swear or affirm that I published the attached document on the City of Littleton's website, www.littletongov.org and posted the same at the Littleton City Center, 2255 West Berry Avenue, the Littleton Municipal Courthouse, 2069 West Littleton Boulevard, and the Bemis Public Library, 6014 South Datura Street on the 27th day of July, 2009

Witness my hand and seal this 27th day of July, 2009.



Richelle Work
Littleton Deputy City Clerk



10
11
12

Date: July 24, 2009

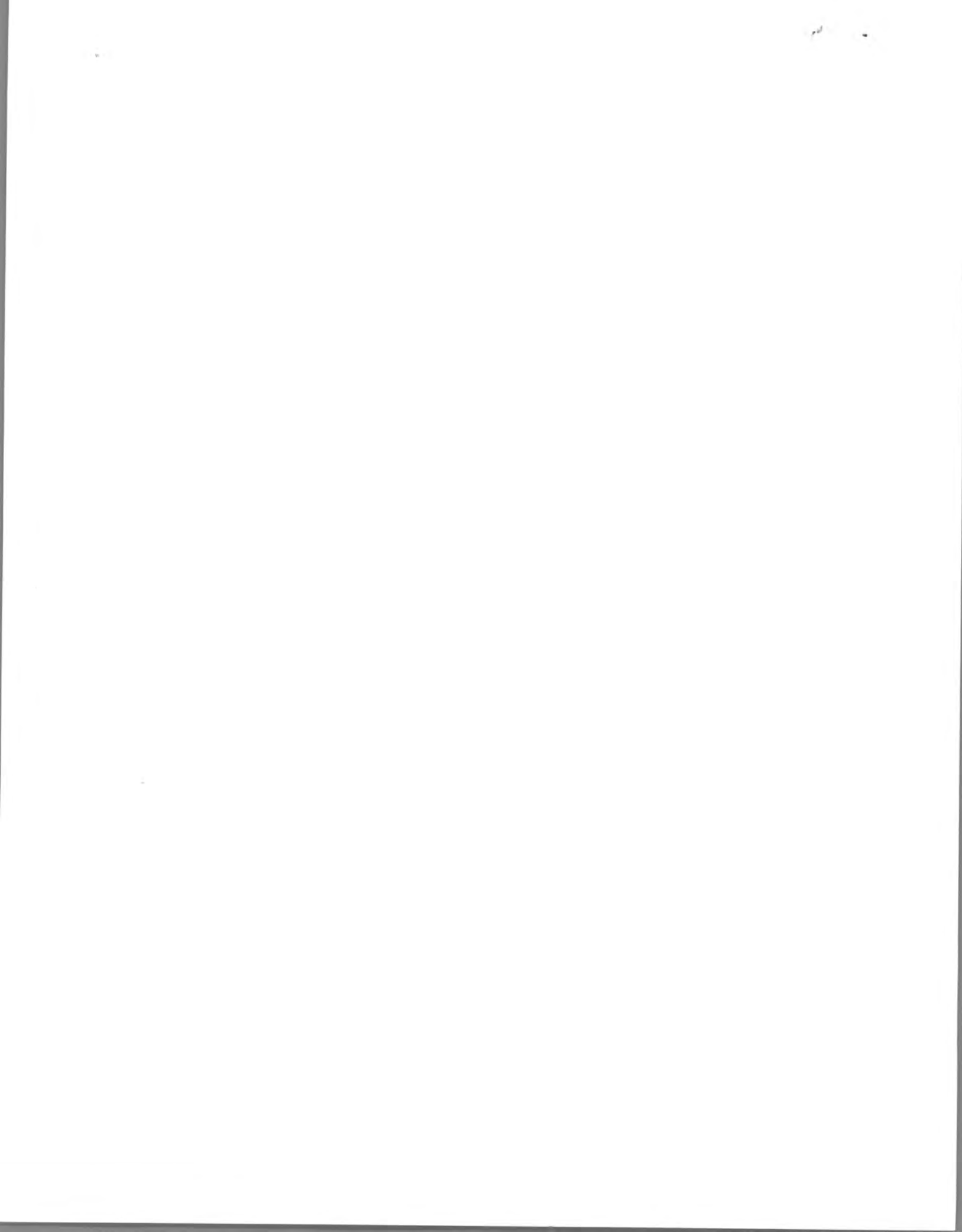
Title: DESIGNATE 3986 WEST BOWLES AVE AS HISTORIC LANDMARK

HISTORIC PRESERVATION MATTER

NOTICE IS HEREBY GIVEN THAT A PUBLIC HEARING WILL BE HELD BY THE LITTLETON CITY COUNCIL AT 2255 WEST BERRY AVENUE, LITTLETON, COLORADO, AT 7:00 P.M. ON THE 4th DAY OF AUGUST, 2009, TO CONSIDER AN APPLICATION TO APPROVE HISTORIC LANDMARK DESIGNATION FOR PROPERTY LOCATED AT 3986 WEST BOWLES AVENUE. ALL THOSE WISHING TO BE HEARD SHOULD BE PRESENT AT THE TIME AND PLACE STATED ABOVE. FOR MORE INFORMATION, CALL THE LITTLETON PLANNING DIVISION AT (303) 795-3748.

DATE: *JULY 24, 2009*

APPLICANT: ANITA AND ARTHUR GARFEIN



City of Littleton

Community Development

2255 West Berry Avenue
Littleton, Colorado 80165
303-795-3748
FAX 303-795-3856

July 24, 2009

Dear Property Owner:

At its June 15, 2009 meeting, the Historical Preservation Board voted to recommend approval of the Hunter Residence, 3986 W. Bowles, for historic landmark designation.

The application has been forwarded to City Council for final consideration under City Code: Title 4, Chapter 6.

Type of Application: Historic Landmark Designation

Historic Name of Building: Hunter Residence

Address: 3986 W. Bowles

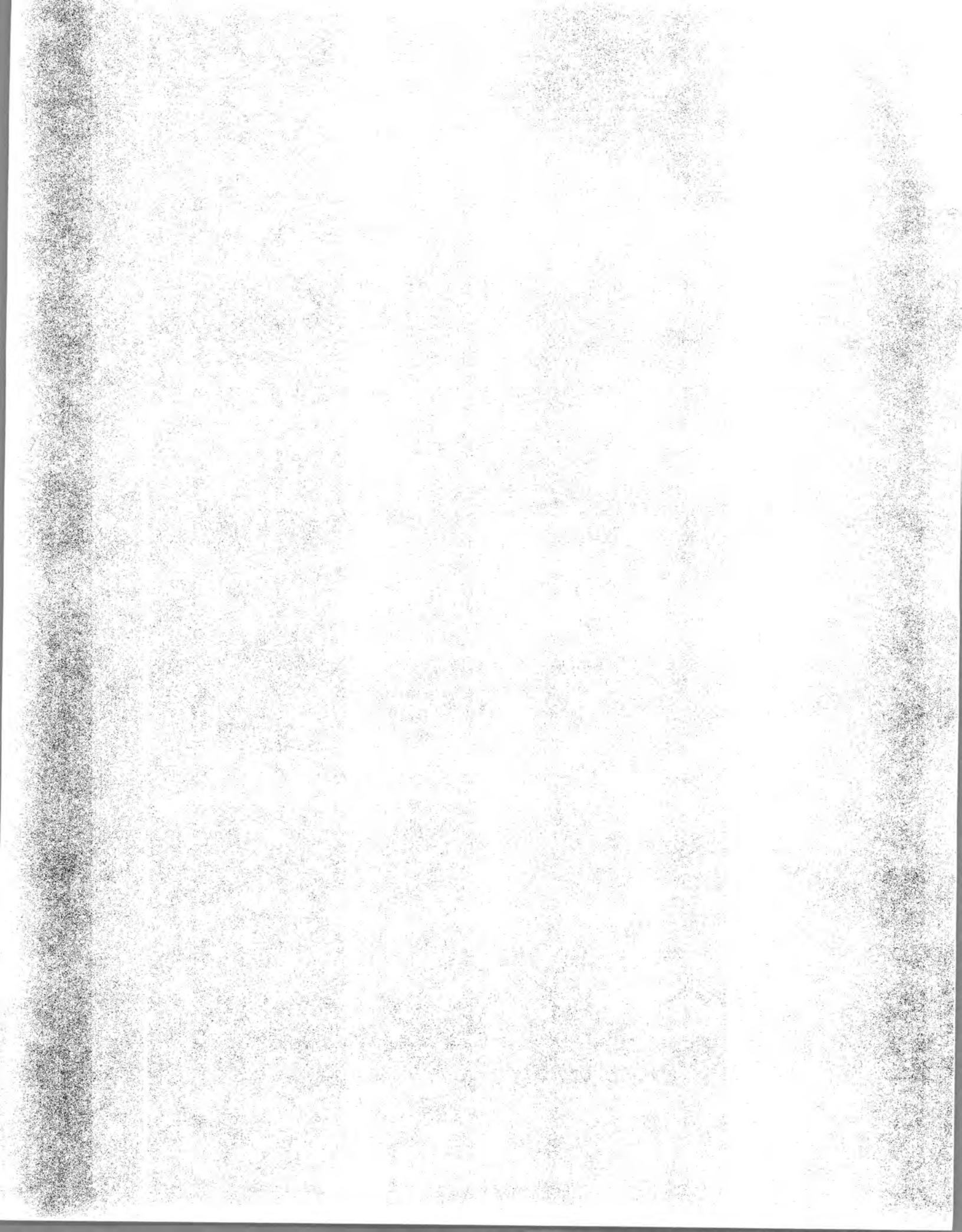
Applicant/Owner: Arthur and Anita Garfein

Project Description: Designate the Hunter Residence as a Historic Landmark

Date and time of public hearing: City Council
Tuesday, August 4, 2009, 7:00 p.m. Community Room

Location: Littleton City Center, 2255 W. Berry Avenue, Littleton, CO

For more information, please contact the Community Development Department at 303-795-3748.



Sent

Mailing for 3986 W Bowles designation application 6-15-09 and 8-04-09

Owner Name: DODGE, ROBERT STANTON

Co-Owner Name:

Owner Address: 769 VALDERRAMA CT.

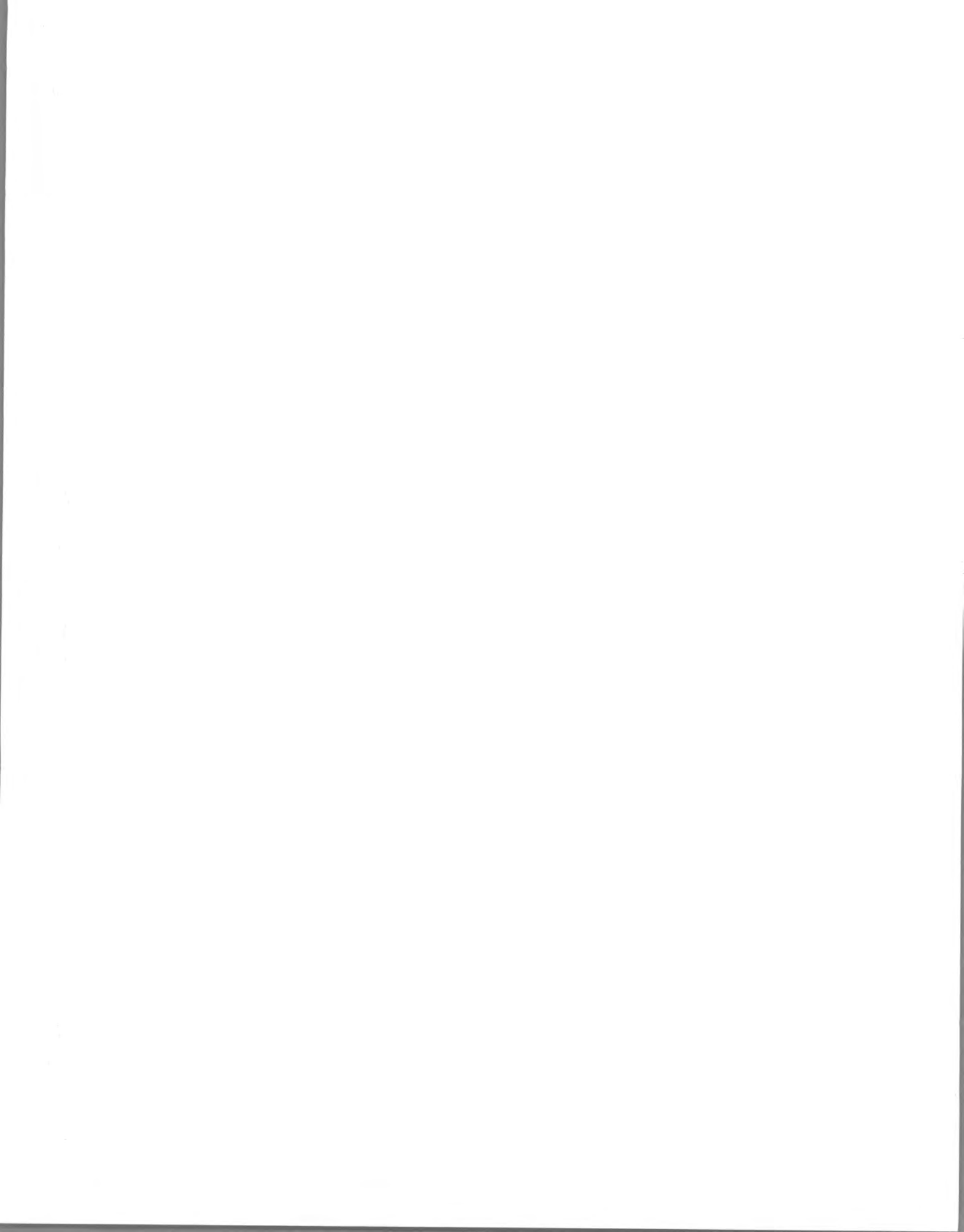
City/State/Zip: CASTLE ROCK *80108*

Owner Name: MCELROY, WILLIAM C &

Co-Owner Name: ANNE ELLIS MCELROY TRUST

Owner Address: 4080 W. BOWLES AVE.

City/State/Zip: LITTLETON, CO 80123



City of Littleton

Council Communication

Date	Agenda No.	Subject
08/04/09	9(a)	Resurfacing of South Broadway

Initiated By:	Staff
Action Proposed:	Approve Funding for Paving Project
Presented By:	Charles Blosten, Public Services Director

INTRODUCTION

The purpose of this communication is to request City Council authorization to utilize extra funds in the city's Capital Improvement Fund, Street Resurfacing Account to resurface a portion of Broadway, in conjunction with the City of Centennial.

HISTORY AND FACTS

The affected area on Broadway is from Fremont Ave. to a point just north of Weaver Ave. We share this stretch of Broadway with the City of Centennial, the city limits being in the middle of the street, for most of the area. There are some locations where both sides of the street are in Littleton (see attached map).

The roadway condition is very rough and the pavement is deteriorating. The cost to totally rebuild the street with a twenty year life cycle is several million dollars, which neither city can afford at this time.

The two cities have been discussing this situation and we are proposing a temporary solution. We (Centennial and Littleton) can employ the services of Centennial's contract paving company to do: edge milling, patching, leveling, 1-1½ inch overlay and traffic control; Littleton crews can do the permanent striping at little extra cost. We feel this is a very acceptable solution to provide about a five year improved driving condition.

Much of the deteriorated roadway is in Centennial; however, staff has walked this entire portion of Broadway and the Littleton side is in need of resurfacing, too. There are some areas on the Littleton side that were "skin" patched a few years ago; but, it would be best to do a gutter-to-gutter overlay at this time. Only the travel lanes were overlaid then, not the center turn lane or the far right acceleration/deceleration lane.

The proposed project would be a complete resurfacing which we think will work for a minimum of 4-5 years. Of course, there is no guarantee of this; but considering the financial resources of both cities, staff feels this is a very prudent proposal.

FINANCIAL DETAILS

The City's 2009 Capital Budget includes \$1 million for Street Rehabilitation. Out of this account we have paid for:

- The resurfacing of Main Street,
- Reconstruction of E. Powers Ave. (Broadway to Grant St.),
- Reconstruction of Bell Flower Dr. (within the Bow Mar South neighborhood) and
- Funded a portion of the citywide Seal Coat Program, primarily funded by the TABOR money.

Date	Agenda No.	Subject
08/04/09	9(a)	Resurfacing of South Broadway

Earlier this year, council authorized an expenditure of \$100,000 to help pay for the rebuild of Rio Grande St., north of Crestline Ave. This project may not be funded by others until 2010. The city's contribution could be reauthorized to the Broadway project.

Some of our street paving work is still incomplete, currently contractors are working on Powers Ave. and Bell Flower Dr. The Main Street and Seal Coat projects are finished. We expect to have approximately \$140,000 leftover. In addition, there are two other capital budget accounts with unspent funds:

- Bridge Improvements: \$50,000
- Mineral/Bowles Concrete Repairs: \$50,000

Combining money from these three accounts gives us \$240,000 to complete 2009 street improvements. Staff feels it would be best to do the Broadway project first and use remaining funds for other work.

Premier Paving will charge Littleton \$154,600; Centennial will pay \$153,907. I am suggesting we hold \$160,000 for this project, as there may be change orders or quantity overruns.

LEGAL OPINION

Not required for this item.

CONFLICTS AND/OR COMPLICATIONS

There is little need to explain the driving condition of Broadway in the designated area. Other than patching many potholes and sealing the numerous cracks, there has been little done to make this major arterial street acceptable. Even though the proposed remedy is a "band aid" solution, the improvement will be immediately noticeable. Depending upon winter weather conditions, the band aid will certainly make "the patient feel a lot better for several years."

This project does not require any engineering design or plans prepared. The contractor selected through Centennial's competitive bidding process (allowed by Section 1.5 of Littleton's Purchasing Policy) is very experienced and we will assign a Littleton inspector to monitor the work. The resurfacing will be scheduled for September and should take about a week or two.

CONCLUSION AND RECOMMENDATIONS

Short of a complete street reconstruction, which is financially impossible at this time, this proposal may be the most prudent. It can be done in a reasonable amount of time, even though there will be significant traffic delays on Broadway during the repair work.

Staff recommends approval of utilizing 2009 capital funds for this project.

Date	Agenda No.	Subject
08/04/09	9(a)	Resurfacing of South Broadway

The Centennial City Council will be reviewing this proposal at their regular council meeting on Monday, August 3rd. Both Littleton and Centennial staffs are strongly supporting this intergovernmental cooperative project.

SUGGESTED MOTION

I move that up to \$160,000 in the 2009 Capital Budget, Street Rehabilitation Account be authorized for the resurfacing of South Broadway as described in the staff report.

Moved by: _____

Seconded by: _____

Yes _____ No _____ Absent _____

llcc\Resurfacing of South Broadway 2009

Date	Agenda No.	Subject
8/4/09	9(b)	Motion to authorize a contract for architectural and engineering services

Initiated By:	City Council
Action Proposed:	Authorize contract
Presented By:	Jim Woods, City Manager

INTRODUCTION/ HISTORY AND FACTS

At the July 14 study session, the Council directed the staff to negotiate a contract for architectural and engineering services with Intergroup Architects, located at 2000 W. Littleton Boulevard, to design and build an approximately 14,000 square foot addition to the Littleton Center for expanded police operations. The contract presented to the council is for the total project, but is divided into five phases to allow council review at each stage if desired. This phase review is intended to give the council and staff the ability to evaluate the cost of the project in conjunction with economic factors that may be affecting the city and to determine if it is feasible to continue with the project. A copy of the contract with a portfolio of selected Intergroup projects is attached.

FINANCIAL DETAILS

The estimated cost of the full contract for professional services is \$243,030, and \$24,000 for reimbursable expenses, for a total of \$267,030. The estimated cost for Phase 1 – Programming & Schematic Design is \$38,880. Staff is recommending an additional \$10,000 be appropriated to continue the services of ARC, Inc. for cost estimating and project coordination. ARC has been involved with every stage of the police building evaluation over the past five years, and has valuable expertise to add to the project. The total request for Phase 1 is \$48,880. A request for a contingency transfer will follow this action item.

LEGAL OPINION

The contract has been reviewed and approved by the City Attorney

CONFLICTS AND/OR COMPLICATIONS

At the July 14 study session, council discussed the pros and cons of a negotiated contract for professional services, and going through a Request for Proposals/Qualifications (RFP/Q) process. Given the fact that the RFP/Q process typically adds 60-90 days to the process, and there is not typically a large differential in fee proposals among the competing firms, the council selected the negotiated process, which is permitted under the city's purchasing regulations for professional services.

CONCLUSION AND RECOMMENDATIONS

If council members are satisfied with the terms and conditions of the proposed contract, staff recommends approval of the motion.

Date	Agenda No.	Subject
8/4/09	9(b)	Motion to authorize a contract for architectural and engineering services

SUGGESTED MOTION

I move that the City Manager be authorized to enter into a contract with Intergroup Architects for professional services to design and build an addition for police operations.

Moved by: _____

Seconded by: _____

Yes _____ No _____ Absent _____

CITY OF LITTLETON

AGREEMENT FOR PROFESSIONAL SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into on _____ of _____, 2009 by and between Intergroup, Inc. (**CONTRACTOR**) whose business address is 2000 W. Littleton Blvd., Littleton, CO, 80120 (the "Contractor") and the **CITY OF LITTLETON, COLORADO** ("City"), a Home Rule municipality of the State of Colorado. The City and the Contractor may be collectively referred to as the "Parties."

RECITALS AND REPRESENTATIONS

WHEREAS, the City needs for certain services to be performed as described in this Agreement; and

WHEREAS, the Contractor represents that it has the skill, ability, and expertise to perform the services described in this Agreement; and

WHEREAS, the Contractor represents that it can perform the services described in this Agreement within the deadlines provided in this Agreement; and

WHEREAS, the Parties desire to enter into this Agreement.

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

1.0 SERVICES AND PERFORMANCE. As directed by the City and under the management of (title) or of the City Manager, the Contractor shall provide the services described in **Exhibit A** (the "Services"). Exhibit A is incorporated herein in its entirety. The City may request a change or changes in the Services. Any changes that are mutually agreed upon between the City and the Contractor shall be made in writing and upon execution by both Parties shall become an amendment to this Agreement.

2.0 Independent Contractor. The Contractor shall perform the Services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with the City other than as a contracting party and independent contractor. The City shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or the Contractor's employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state, or federal income or other tax contributions; insurance contributions (e.g., FICA); workers' compensation; disability, injury, or health; professional liability insurance, errors and omissions insurance; or retirement account contributions.

3.0 Standard of Performance. In performing the Services, the Contractor shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing in the State of Colorado. The Contractor represents to the City that the Contractor is, and its employees performing such Services are, properly licensed and/or registered within the State of Colorado for the performance of the

Services (if licensure and/or registration is required by applicable law) and that the Contractor and employees possess the skills, knowledge, and abilities to competently, timely, and professionally perform the Services in accordance with this Agreement.

- 3.1 The Contractor shall become fully acquainted with the available information related to the Services. The Contractor is obligated to affirmatively request from the City such information that the Contractor, based on the Contractor's professional experience, should reasonably expect is available and which would be relevant to the performance of the Services.
- 3.2 The Contractor shall promptly inform the City concerning ambiguities and uncertainties related to the Contractor's performance that are not addressed by the Agreement.
- 3.3 The Contractor shall provide all of the Services required in the Agreement in a timely and professional manner.
- 3.4 The Contractor shall promptly comply with any written request for the City or any of its duly authorized representatives to reasonably access, review and audit any books, documents, papers, and records of the Contractor that are pertinent to the Contractor's performance under this Agreement for the purpose of the City performing any review of the Services.
- 3.5 The Contractor shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions.
- 3.6 The Contractor shall be responsible at the Contractor's expense for obtaining, and maintaining in a valid and effective status, all licenses and permits necessary to perform the Services unless specifically stated otherwise in this Agreement.

4.0 COMPENSATION. Following execution of this Agreement by the City, the City shall compensate the Contractor in accordance with Section 3 of Exhibit A. Any increases or modification of compensation shall be subject to the approval of the City and shall be made only by a written amendment of the Agreement executed by both Parties.

5.0 TERM AND TERMINATION

- 5.1 **Unilateral Termination.** This Agreement may be terminated by either Party for any or no reason upon written notice delivered to the other at least ninety (90) days prior to termination. In the event of the exercise of the right of unilateral termination as provided by this paragraph:

The Contractor shall continue to provide the Services under this Agreement until the ninety (90) day notice period has passed, unless otherwise provided in any notice of termination delivered by the City; and

All finished or unfinished documents, data, studies and reports prepared by the Contractor pursuant to this Agreement shall be delivered by the Contractor to the City and shall become the property of the City.

- 5.2 **Termination for Non-Performance.** Should a Party to this Agreement fail to materially perform in accordance with the terms and conditions of this Agreement, this Agreement may be terminated by the performing Party if the performing Party first provides written notice to the non-performing Party which notice shall specify the non-performance, provide both a demand to cure the non-performance and reasonable time to cure the non-performance, and state a date upon which the Agreement shall be terminated if there is a failure to timely cure the non-performance. For purpose of this Subsection, "reasonable time" shall be not less than five (5) business days. Provided that notice of non-performance is provided in accordance with this Subsection, nothing in this Subsection shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a Party.
- 5.3 **Mutual Termination.** The City and the Contractor may agree in writing to mutually terminate this Agreement.
- 5.4 **City Unilateral Suspension of Services.** The City may suspend the Contractor's performance of the Services at the City's discretion and for any reason by delivery of written notice of suspension to the Contractor which notice shall state a specific date of suspension. Upon receipt of such notice of suspension, the Contractor shall immediately cease performance of the Services on the date of suspension except: (1) as may be specifically authorized by the notice of suspension (e.g., to secure the work area from damage due to weather or to complete a specific report or study); or (2) for the submission of an invoice for Services performed prior to the date of suspension in accordance with this Agreement.
- 5.5 **Reinstatement of Services Following City's Unilateral Suspension.** The City may at its discretion direct the Contractor to continue performance of the Services following suspension. If such direction by the City is made within (30) days of the date of suspension, the Contractor shall recommence performance of the Services in accordance with this Agreement. If such direction to recommence suspended Services is made more than thirty-one (31) days following the date of suspension, the Contractor may elect to: (1) provide written notice to the City that the suspension is considered a unilateral termination of this Agreement; or (2) recommence performance in accordance with this Agreement; or (3) if suspension exceeded sixty (60) consecutive days, request from the City an equitable adjustment in compensation or a reasonable re-start fee and, if such request is rejected by the City, to provide written notice to the City that such suspension and rejection of additional compensation is considered a unilateral termination of this Agreement. Nothing in this Agreement shall preclude the Parties from executing a written amendment or agreement to suspend the Services upon terms and conditions mutually acceptable to the Parties for any period of time.
- 5.6 **Delivery of Notice of Termination.** Any notice of termination permitted by this Section shall be addressed to the person signing this Agreement on behalf of the

Contractor or to the City Manager at the address shown below or such other address as either Party may notify the other of and shall be deemed given upon delivery if personally delivered, or forty-eight (48) hours after deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested.

6. INSURANCE

6.1 **Insurance Generally.** The Contractor shall obtain and shall continuously maintain during the term of this Agreement insurance of the kind and in the minimum amounts specified ("Required Insurance"):

A. Worker's Compensation Insurance in the minimum amount required by applicable law for all employees and other persons as may be required by law. Such policy of insurance shall be endorsed to include the City as a Certificate Holder.

B. Comprehensive General Liability insurance with minimum combined single limit for each occurrence of One Million Dollars (\$1,000,000.00) and of One Million Dollars (\$1,000,000.00) aggregate. The policy shall be applicable to all premises and all operations of the Contractor. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage shall be provided on an "occurrence" basis as opposed to a "claims made" basis. Such insurance shall be endorsed to name the City as a Certificate Holder and name the City, and its elected and appointed officials, officers, employees and agents as additional insured parties.

C. Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of One Million Dollars (\$1,000,000.00) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the City as a Certificate Holder.

The Required Insurance shall be procured and maintained with insurers with an A- or better rating as determined by Best's Key Rating Guide. All Required Insurance shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor.

6.2 **Additional Requirements for Insurance.** In addition to specific requirements imposed on insurance by this Section and its subsections, insurance shall conform to all of the following:

A. All policies of insurance shall be primary insurance, and any insurance carried by the City, its officers, or its employees shall be excess and not contributory insurance to that provided by the Contractor; provided, however, that the City shall not be obligated to obtain or maintain any insurance whatsoever for any claim, damage, or purpose arising from or related to this

Agreement and the Services provided by the Contractor. The Contractor shall not be an insured party for any City-obtained insurance policy or coverage.

B. The Contractor shall be solely responsible for any deductible losses.

C. For Required Insurance, no policy of insurance shall contain any exclusion for bodily injury or property damage.

D. Every policy of insurance shall provide that the City will receive notice no less than thirty (30) days prior to any cancellation, termination, or a material change in such policy.

6.3 **Failure to Obtain or Maintain Insurance.** The Contractor's failure to obtain and continuously maintain policies of insurance in accordance with this Section and its subsections shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Contractor arising from performance or non-performance of this Agreement. Failure on the part of the Contractor to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the City may immediately terminate this Agreement, or, at its discretion, the City may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by the Contractor to the City immediately upon demand by the City, or at the City's sole discretion, the City may offset the cost of the premiums against any monies due to the Contractor from the City pursuant to this Agreement.

6.4 **Insurance Certificates.** Prior to commencement of any Services under this Agreement, the Contractor shall submit to the City certificates of insurance for all Required Insurance. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with this Section and its subsections shall be indicated on each certificate of insurance. The City may request and the Contractor shall provide within three (3) business days of such request a current certified copy of any policy of Required Insurance and any endorsement of such policy. The City may, at its election, withhold payment for Services until the requested insurance policies are received and found to be in accordance with the Agreement.

7.0 OWNERSHIP OF DOCUMENTS

Any work product, materials, and documents produced by the Contractor pursuant to this Agreement shall become property of the City upon delivery and shall not be made subject to any copyright unless authorized by the City. Other materials, methodology and proprietary work used or provided by the Contractor to the City not specifically created and delivered pursuant to the Services outlined in this Agreement may be protected by a copyright held by the Contractor and the Contractor reserves all rights granted to it by any copyright. The City shall not reproduce, sell, or otherwise make copies of any copyrighted material, subject to the following exceptions: (1) for exclusive use internally by City staff and/or employees; or (2) pursuant to a request under the Colorado Open Records Act, § 24-72-203, C.R.S., to the extent that such

statute applies; or (3) pursuant to law, regulation, or court order. The Contractor waives any right to prevent its name from being used in connection with the Services.

8.0 CONFLICT OF INTEREST

The Contractor shall refrain from providing any services to other persons, firms, or entities that would create a conflict of interest for the Contractor with regard to providing the Services pursuant to this Agreement. The Contractor shall not offer or provide anything of benefit to any City official or employee that would place the official or employee in a position of violating the public trust as provided by C.R.S. § 24-18-109, as amended, or any City-adopted Code of Conduct or ethical principles.

9.0 REMEDIES

In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the City may exercise the following remedial actions if the Contractor substantially fails to perform the duties and obligations of this Agreement. Substantial failure to perform the duties and obligations of this Agreement shall mean a significant, insufficient, incorrect, or improper performance, activities or inactions by the Contractor. The remedial actions include:

- A. Suspend Contractor's performance pending necessary corrective actions as specified by the City;
- B. Withhold payment to the Contractor until the necessary Services or corrections in performance are satisfactorily completed; and/or
- C. Deny payment for those Services which have not been satisfactorily performed, and which, due to circumstances caused by the Contractor, cannot be performed, or if performed would be of no value to the City; and/or
- D. Recover actual and/or consequential damages; and/or
- E. Terminate this Agreement.

The foregoing remedies are cumulative and the City, in its sole discretion, may exercise any or all of the remedies individually or simultaneously.

10.0 MISCELLANEOUS PROVISIONS

- 10.1 **No Waiver of Rights.** A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party. The City's approval or acceptance of, or payment for, Services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the City except in writing signed by the City Council or by a person expressly authorized to sign such waiver by resolution of the City Council, and any written waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver unless specifically stated.
- 10.2 **No Waiver of Governmental Immunity.** Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City, its elected and appointed officials, employees, contractors, or agents, or any other person acting on behalf of the City and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.
- 10.3 **Equal Employment Opportunity.** The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure applicants are employed, and employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 10.4 **Binding Effect.** The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns; provided that this Section shall not authorize assignment.
- 10.5 **No Third Party Beneficiaries.** Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or sub-contractor of the Contractor. Absolutely no third party beneficiaries are intended by this Agreement. Any third-party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.
- 10.6 **Article X, Section 20/TABOR.** The Parties understand and acknowledge that the City is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The Parties do not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of the City are expressly dependent and conditioned upon the continuing availability of funds beyond the term of the City's current fiscal period ending upon the next succeeding December 31. Financial obligations of the City payable after the current fiscal year are contingent upon

funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the City, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

- 10.7 **Article XXVIII.** If and only to the extent this Agreement constitutes a “sole source government contract” within the meaning of Article XXVIII of the Colorado Constitution (“Article XXVIII”), then the provisions of Sections 15 through 17 of Article XXVIII (“Amendment 54”) are hereby incorporated into this Agreement and the Parties shall comply with the provisions of Amendment 54. In such a case, for purposes of this Agreement, the Contractor shall constitute a “contract holder” for purposes of Amendment 54, as shall any additional persons, officers, directors or trustees related to the Contractor who qualify as “contract holders” pursuant to the definition set forth in Article XXVIII. In addition, if and only to the extent this Agreement constitutes a “sole source government contract,” the Contractor hereby certifies that it is not ineligible to hold any “sole source government contract” pursuant to Amendment 54 or any contract thereunder, and the Contractor hereby agrees to notify the City immediately if, at any point during the term of this Agreement, the Contractor becomes ineligible to hold any “sole source government contract” pursuant to Amendment 54 or any contract thereunder. If any provision or provisions of Amendment 54 are held to be unconstitutional or otherwise invalid by a court of competent jurisdiction in a non-appealable action, have been repealed retroactively or otherwise do not apply to this Agreement, such provision or provisions shall no longer be incorporated into this Agreement and the Parties shall have no obligations under such provision or provisions.
- 10.8 **Governing Law, Venue, and Enforcement.** This Agreement shall be governed by and interpreted according to the law of the State of Colorado. Venue for any action arising under this Agreement shall be in the appropriate court for Arapahoe County, Colorado. To reduce the cost of dispute resolution and to expedite the resolution of disputes under this Agreement, **the Parties hereby waive any and all right either may have to request a jury trial in any civil action relating primarily to the enforcement of this Agreement.** The Parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Agreement.
- 10.9 **Survival of Terms and Conditions.** The Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.
- 10.10 **Assignment and Release.** All or part of the rights, duties, obligations, responsibilities, or benefits set forth in this Agreement shall not be assigned by the Contractor without the express written consent of the City Council for the City. Any written assignment shall expressly refer to this Agreement, specify the particular rights, duties, obligations, responsibilities, or benefits so assigned, and shall not be effective unless approved by resolution or motion of the City Council for the City. No assignment shall release the Contractor from performance of

any duty, obligation, or responsibility unless such release is clearly expressed in such written document of assignment.

- 10.11 **Headings.** The captions in this Agreement are for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.
- 10.12 **Integration and Amendment.** This Agreement represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this Agreement must be in writing and be signed by both the City and the Contractor.
- 10.13 **Severability.** Invalidation of any of the provisions of this Agreement or any paragraph, sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.
- 10.14 **Employment of or Contracts with Illegal Aliens.** The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. The Contractor shall not contract with a subcontractor that fails to certify that the subcontractor does not knowingly employ or contract with any illegal aliens. By entering into this Agreement, the Contractor certifies as of the date of this Agreement that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and that the Contractor will participate in the e-verify program or department program in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement. The Contractor is prohibited from using either the e-verify program or the department program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, the Contractor shall be required to notify the subcontractor and the City within three (3) days that the Contractor has actual knowledge that a subcontractor is employing or contracting with an illegal alien. The Contractor shall terminate the subcontract if the subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving the notice regarding the Contractor's actual knowledge. The Contractor shall not terminate the subcontract if, during such three days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Contractor is required to comply with any reasonable request made by the Department of Labor and Employment in the course of an investigation undertaken to determine compliance with this provision and applicable state law. If the Contractor violates this provision, the City may terminate this Agreement, and the Contractor may be liable for actual and/or consequential damages incurred by the City, notwithstanding any limitation on such damages provided by such Agreement.
- 10.15 **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the

Party to whom such notice is to be given at the address set forth below or at such other address as has been previously furnished in writing, to the other Party. Such notice shall be deemed to have been given when deposited in the United States Mail properly addressed to the intended recipient.

If to the City:

If to the Contractor:

City Manager City of Littleton 2255 W. Berry Avenue Littleton, Colorado 80165	Chris Sibia, AIA Ned White, AIA Intergroup, Inc. 2000 W. Littleton Blvd. Littleton, CO 80120
With Copy to: City Attorney City of Littleton 2255 W. Berry Avenue Littleton, Colorado 80165	

11. INDEMNIFICATION AND HOLD HARMLESS

The Contractor expressly agrees to, and shall, indemnify and hold harmless the City and any of its elected and appointed officials, officers, agents, or employees from any and all claims, damages, liability, or court awards, including costs and attorney fee that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, firm, partnership, or corporation, in connection with or arising out of any omission or actions by the Contractor or any of its employees, agents, partners, subcontractors, consultants, or others working on behalf of the Contractor in performance of the Services under this Agreement. Nothing in this paragraph shall constitute an agreement by the Contractor to indemnify or hold the City harmless for any omission or action by the City or any of its elected and appointed officials, officers, agents, or employees. By demanding this right to indemnification, the City in no way waives or limits its rights under the Colorado Governmental Immunity Act, C.R.S. § 24-20-101, *et. seq.*

12. AUTHORITY

The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of City and the Contractor and bind their respective entities. THIS AGREEMENT is executed and made effective as provided above.

CITY OF LITTLETON, COLORADO

By: _____

APPROVED AS TO FORM

By: _____

CONTRACTOR

By:  _____

Intergroup, Inc.

EXHIBIT A

To Agreement between the City and Intergroup, Inc. (Contractor Name)

1. Scope of Services. The Contractor hereby agrees to and accepts responsibility to perform the following services.

A. SCOPE

To provide limited programming based on information provided by the City, schematic design, design development, construction drawings, specifications, and construction observation for the Littleton Center Expansion Project located at 2255 West Berry Avenue in Littleton, Colorado. Scope of work to include the following:

- 14,250 SF, 2-story addition at the northeast corner of the existing building.
- Reconfiguration of the existing site and parking lot in this area.
- New additional parking on the south side of the site.
- Minor renovations to the existing Littleton City Center, Police Offices.
- Complete renovation and expansion of existing locker rooms.
- Overall Project Budget not to exceed \$5,500,000.

Contractor will perform the services in the following phases:

Phase I Programming & Schematic Design

Phase 2 Design Development

Phase 3 Construction Documents

Phase 4 Bidding & Negotiation

Phase 5 Construction Administration

In addition to the termination provisions provided by the contract, the City may elect to discontinue services upon the completion of any phase. Contractor shall not proceed with a phase until the City has provided written authorization.

Contractor will review the project with the different governing authorities and provide for their requirements in the design and review them with you when there are specific conflicts with the program.

Contractor will provide weekly on-site observations of construction and furnish written reports to the owner and contractor of our findings. On-site observations of structural, mechanical, plumbing, electrical civil and landscape consultants are included as follows:

Structural	6 visits included
Mechanical	3 visits included
Plumbing	3 visits included
Electrical	3 visits included
Civil	6 visits included
Landscape	5 visits included

If additional consultant site visits are requested, they will be billed hourly as additional services.

Included interior design services are limited to selection of basic interior finishes (floor coverings, paint, laminates, etc.). Selection of furniture, fixtures and equipment is not included at this time, but can be provided as additional services if desired. We will coordinate the furniture layout provided by your furniture vendor and make recommendations where necessary.

Contractor has included the architectural, structural, mechanical, plumbing, electrical, civil and landscape fees for general construction documents necessary for bidding and construction as well as construction administration. All other engineering, including fire sprinkler design will be furnished through the contractor as a design-build package or as additional services.

B. PROGRAMMING & SCHEMATIC DESIGN

1. Programming
Review and analyze the program, schedule and construction budget information provided by you for incorporation into project. Meet with Police Department personnel to confirm requirements and refine program as necessary.
2. Schematic and Preliminary Design
Develop schematic preliminary site plan and elevations based on program, budget & schedule information reviewed to generally describe project for approval and as basis for construction documents.
3. The Architect shall advise the Owner of any need or advisability of the Owner's securing any tests, analysis, studies, reports, or consultant's services in connection with the development of the design and Construction Documents for the Project.
4. The Architect shall review with the Owner and Construction Manager proposed site use and improvements, selection of materials, building systems and equipment; and methods of Project delivery.
5. Based on the mutually agreed-upon program, schedule and construction budget requirements, the Architect shall prepare, for approval by the Owner, Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.
6. In the further development of the drawings and specifications during this and subsequent phases of design, the Owner and Construction Manager shall be entitled to assume the accuracy of the estimates of the Construction Cost if requested by the Owner, and they will be provided by the Architect as an additional service.

If the lowest bona fide proposal, by a responsible general contractor satisfactory to the Owner for construction of the Project pursuant to the approved drawings and

specifications exceeds the total construction cost of the Project as set forth in the most recently adjusted and approved preliminary estimate of Construction Cost submitted by the Architect under this article, the Architect shall, at its sole cost and expense, revise the drawings and specifications as may be required by the Owner to reduce or modify the quality or quantity, or both, of the Work so that the total Construction Cost of the Project will not exceed the total Construction cost set forth in the most recently approved preliminary estimate of Construction Cost.

Architect shall include the following contingencies into its estimate of Construction Cost to allow for unforeseen costs:

- 15.0% at Schematic Design
- 10% at Design Development
- 5% at 90% Construction Documents

7. We have included five (5) design meetings during the programming and schematic design phase in our basic fee. Additional meetings, if required, will be charged hourly with Owner's prior written approval.

C. DESIGN DEVELOPMENT & DRC APPROVAL

1. With the Owner's written authorization to proceed and based on approved Schematic Design Documents and any adjustments authorized by the Owner in the program, schedule or construction budget, the Architect shall prepare Design Development Documents for the Construction Manager's review and the Owner's approval. The Architect shall prepare a partial set of plans with keynotes, general notes and outline specifications that establish and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate and suitable for budgetary pricing by a cost consultant, general contractor, and/or Architect if requested by the Owner as an additional service.
2. Prepare a Site Plan submittal for DRC review and approval. Package will include a preliminary site plan, site details, elevations, grading plan, utility plan, and landscape plan. Contractor will attend any necessary meetings with staff as required.
3. Contractor has included five (5) design meetings during the pricing plan and design development phase in contractor's basic fee. Additional meetings, if required, will be charged hourly with Owner's prior written approval..

D. CONSTRUCTION DOCUMENTS AND BIDDING

1. Working Drawings
Prepare working drawings including final site plans, elevations, sections, details, construction plans and specifications. Submit drawings to contractor for final bidding purposes and review bids.

2. Construction drawings and specifications, or other construction documents or construction contract documents submitted by Architect to Owner for approval or to any contractors for bidding or negotiation shall be complete and unambiguous and in compliance with applicable codes, ordinances, statutes, regulations and laws as provided by code approval authorities, except to the extent expressly and specifically otherwise stated in detail in writing by the Architect at the time of such submission. By submitting same for construction contract purposes, Architect to the best of the Architect's knowledge, information and belief agrees to inform the Owner of any tests, studies, analyses or reports which are necessary or advisable to be performed by or for the Owner at that point in time. Architect shall additionally confirm these facts in writing at such time, if Owner so requests.
3. Owner's approval of Construction Documents shall be limited to approval as to general layout of the facility. In the event of design failure, Owner's approval of Construction Documents shall not be used as a defense against the Architect's failure to provide correct and accurate drawings and specifications.
4. Bidding & Negotiation
The Architect shall assist the Owner and Construction Manager in the preparation of the necessary bidding information, bidding forms, the Conditions of the Contracts and the forms of Agreement between the Owner and the Contractors. The Architect shall assist the Construction Manager in issuing bidding documents to bidders and conducting prebid conferences with prospective bidders. The Architect, with the assistance of the Construction Manager, shall respond to questions from bidders and shall issue addenda.

Review bids and provide comments to owner and consultant for review. Assist in negotiations with selected contractor to secure owner's contract for general construction.

3. Permits
Architect shall assist the Owner or Contractor in submitting plans to the building department.
4. Contractor has included six (6) design meetings during the construction document phase in our basic fee. Additional meetings, if required, will be charged hourly with Owner's prior written approval.

E. CONSTRUCTION ADMINISTRATION

1. Visits

Visit the site weekly during construction to review progress and conformance with contract documents and conformance with schedule. Contractor has included thirty-five (35) jobsite meetings during the construction administration phase in our basic fee based on an assumed eight (8) month construction schedule. Subconsultant site visits are included in the basic fee as follows:

Structural	6 visits included
Mechanical	3 visits included
Plumbing	3 visits included
Electrical	3 visits included
Civil	6 visits included
Landscape	5 visits included

Additional meetings, if required, will be charged hourly with Owner's prior written approval.

2. Based on the Architect's observations and evaluations of each Contractor's Application for Payment the Architect shall review and certify the amounts due the respective Contractors.
3. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architects' observations at the site, on the recommendations of the Construction Manager and on the data comprising the Contractor's Applications for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment shall further constitute a representation that the Contractor is entitled to payment in the amount certified.
4. The Architect shall review and approve or take other appropriate action upon Contractors' submittals such as Shop Drawings, Product Data and Samples for the purpose of: (1) compliance with applicable laws, statutes, ordinances, codes, orders, rules and regulations; and (2) assuring that the Work affected by and represented by such submittals is in compliance with the requirements of the Contract Documents. Architect shall be responsible for determining what aspects of the Work shall be the subject of shop drawings and submittals. The Architect's action shall be taken with such reasonable promptness as to cause no delay in the Contractors' Work or in construction by the Owner's own forces while allowing sufficient time in the Architect's professional judgment to permit adequate review.
5. The Architect shall review and sign or take other appropriate action on Change Orders and Construction Change Directives prepared by the Construction Manager for the Owner's approval and execution in accordance with the Contract Documents.
6. The Architect, assisted by the Construction Manager, shall conduct observations to determine the date or dates of Substantial Completion and the date of final completion. The Architect shall forward to the Owner warranties and similar submittals required by the Contract Documents which have been received from the

Construction Manager. The Architect shall issue a final Project Certificate for Payment upon compliance with the requirements of the Contract Documents.

7. Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings.
8. Administration
Contractor shall include review of shop drawings, review of pay requests, answering field questions and providing final construction punchlist.

F. REIMBURSABLES/ADDITIONAL SERVICES

1. The following will be billed at a factor of 1.10% blueprinting, copies, delivery service, long distance telephone, mileage and travel expenses.

a. ESTIMATED REIMBURSABLE EXPENSES

Phase 1 Programming & Schematic Design	\$ 3,600.00
Phase 2 Design Development	\$ 3,600.00
Phase 3 Construction Documents	\$ 9,600.00
Phase 4 Bidding & Negotiation	\$ 4,800.00
Phase 5 Construction Administration	\$ 2,400.00
TOTAL	\$24,000.00 +/-

2. Additional engineering services, major program changes and revisions to design after owner approval of each phase will be billed as additional services.

a. SCHEDULE OF RATES FOR ADDITIONAL SERVICES

Principal	\$110-190/hr
Project Architect	\$100-110/hr
Draftsperson	\$85-100/hr
Expenses (in-house)	
Mileage	\$0.55/mile
Reproduction	\$0.15/copy (8½" x 11")
Blueprinting	\$1.50 page (24"x36")
Other (outside expenses)	At direct cost + 10%

I. OTHER SERVICES INCLUDED AND TO BE PROVIDED BY CONSULTANTS

- A. As part of the basic services, contractor shall provide structural engineering and construction administration by Monroe & Newell Engineers, civil engineering by JF Sato & Associates, landscape design by Rockne Corty Design, Inc, and mechanical/plumbing/electrical engineering by ABS Consultants, Inc. Civil engineering

is for on-site improvements only and does not include off-site improvements such as streets, utilities, etc.

II. LIMITATIONS

A. DURATION

Fees contained in this agreement are based upon the information provided for in the Scope of Service. If any changes are made at a later date, a mutual agreement between the Parties will be required as to the extra work involved. Contractor does not guarantee that the fees submitted in this agreement will not vary if the work is not begun within sixty (60) days of the date thereof. The fees assume a ten (10) month design and approval period, and an eight (8) month construction period from the issuance of building department drawings by Intergroup. If the project goes beyond that time, through no fault of Intergroup, Inc., the fees for administration may be increased by mutual agreement to cover actual increased costs and expenses.

2. Time of Performance. The services of the Contractor shall commence (choose one):

As of the date of this Agreement

As specified in a Notice to be provided by the City

As of the following date:

Performance: The contractor shall perform services in phases as identified in Section 3. Upon completion of each phase, the city may exercise an option to terminate the contract and discontinue services.

3. Compensation. The City agrees to compensate the Contractor for the performance of services detailed in Section 1 above, Scope of Services, as follows:

Lump Sum: Upon completion of each phase

ARCHITECTURAL AND INCLUDED ENGINEERING SERVICES

Phase 1 Programming & Schematic Design	\$ 35,280.00
Phase 2 Design Development	\$ 63,080.00
Phase 3 Construction Documents	\$ 89,650.00
Phase 4 Bidding & Negotiation	\$ 9,925.00
Phase 5 Construction Administration	\$ 45,095.00
TOTAL	\$243,030.00

If the City is satisfied with Contractor's performance, the City shall pay each sum within forty-five (45) days of receipt of Contractor's invoice indicating that it has completed the Services.

Additional Terms of Lump Sum/Time and Materials: 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.

5. Professional Liability Insurance. Errors and Omissions or Professional Liability Insurance is required. The required minimum amount of coverage is \$1,000,000.00.

6. Addresses for Notices. The addresses for Notices are as follows:

To the City: City Attorney
2255 West Berry Avenue
Littleton, Colorado 80165

To the Contractor: Chris Sibilia, AIA
Intergroup, Inc.
2000 West Littleton Boulevard
Littleton, Colorado

Date	Agenda No.	Subject
8/4/09	9(c)	Resolution to approve contingency transfer

Initiated By:	City Council
Action Proposed:	Approve Resolution
Presented By:	Jim Woods, City Manager

INTRODUCTION/HISTORY AND FACTS

Earlier tonight, the Council authorized a contract for professional services to design and build an addition for police operations. This request is for funding to initiate Phase 1 – Programming and Schematic Design. Staff is recommending an appropriation of \$38,800 for services from Intergroup Architects, and \$10,000 for services from ARC, Inc., for a total contingency transfer of \$48,800. ARC's total services for Phase 1 are estimated at \$20,000 but there are sufficient funds in the General Operations account to cover the balance of their services.

FINANCIAL DETAILS

There is currently \$100,000 in the General Fund Contingency. If the Resolution is approved, \$48,800 will be transferred into a Building Improvements line item in the General Operations account.

LEGAL OPINION

The Resolution has been reviewed by the City Attorney and is in compliance with federal, state and local laws.

CONFLICTS AND/OR COMPLICATIONS

If the contingency transfer is not approved, there is no appropriated funding to proceed with the Police Building Project.

CONCLUSION AND RECOMMENDATIONS

If Council members are satisfied with the staff recommendation, then approval of the Resolution is appropriate.

SUGGESTED MOTION

I move that the Resolution to approve a contingency transfer of \$48,800 from the general fund to the Building Improvements line item in the General Operations account for the architectural and engineering services for the police operations addition be approved and that the Council President be authorized to affix his signature thereto.

Moved by: _____

Seconded by: _____

Yes _____ No _____ Absent _____

CITY OF LITTLETON, COLORADO

RESOLUTION NO. _____

Series of 2009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LITTLETON, COLORADO, AUTHORIZING A TRANSFER OF \$48,800 FROM THE CONTINGENCY ACCOUNT IN THE GENERAL FUND TO THE GENERAL OPERATIONS BUDGET.

WHEREAS, Section 78 of the Littleton City Charter specifies that at the request of the City Manager, the City Council may transfer by resolution passed by not less than five affirmative votes, any unencumbered appropriation from one department, officer or agency to another; and,

WHEREAS, a transfer of \$48,800 from the Contingency Account of the General Fund to the General Operations department budget in the General Fund is necessary to pay the expenses related to the design of the police facility expansion.

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

The amount of \$48,800 is transferred from the City's Contingency account in the General Fund to the General Operations department budget line item 01.60.602.7820.000.0000 Building Improvements in the General fund for anticipated expenses related to the design of the police facility expansion.

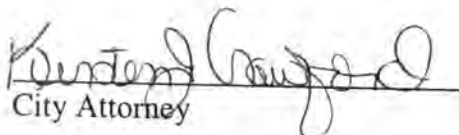
INTRODUCED, READ AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Littleton on the 4th day of August 2009, at 8:00 p.m. at the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

ATTEST:

City Clerk

President of City Council

APPROVED AS TO FORM:


City Attorney

Council Communication

City of Littleton

Date	Agenda No.	Subject
Aug. 4, 2009	9(d)	Resolution to authorize grant funding for the immigrant program and a motion to incorporate the immigrant program into the Library Department

Initiated By: Jim Woods, City Manager, and Margery Smith, Library Director
Action Proposed: Approve resolution and motion
Presented By: Jim Woods, City Manager, and Margery Smith, Library Director

INTRODUCTION

The Littleton Immigration Integration Initiative (LI3) has come to a crossroads. The original grant from The Colorado Trust has been funding the project since its inception in 2005 and ends on July 31, 2009. Grant funds totaling \$76,837 have been obtained to sustain the project. We are proposing that the City of Littleton accept these funds and take on the responsibility for the LI3 programs and services as part of the Library Department under the supervision of the Library Director.

HISTORY AND FACTS

The startling 123% increase in the number of immigrants living in the Littleton community from the 1990 census to the 2000 census prompted the 2004 Littleton Leadership Retreat planning committee to focus on the topic of welcoming and involving "New Americans" in the community. After the retreat, a committee of citizens convened to try to implement the ideas that were discussed and, with assistance and support from the city, obtained first a planning grant and then a four-year grant for \$300,000 from The Colorado Trust to make the program a reality. The city has provided rent free space at Bemis Library, and also serves as fiscal agent for the grant.

LI3 has had two parts – the One-Stop Information Center and the Health and Wellness Program.

The One-Stop Center helps over 280 families and individuals per month. With the coordinator's help, immigrants find assistance with food, rent, and other basic needs; are guided to English as a Second Language (ESL) classes and conversation groups; and can be paired with a volunteer from the community who helps them become US citizens. Eighty-one immigrants have earned American citizenship through this program. Recently, another one-on-one mentoring program was started for immigrants who need tutoring in speaking English. It was the One-Stop Center that was recently recognized nationally with the award of the E Pluribus Unum prize.

The Health and Wellness Program helps about 100 immigrants per month find appropriate and affordable health care and coordinates networks of agencies and organizations that provide health, mental health and dental care to low-income people in the Littleton area. At the end of July, the Program will become a new non-profit, the South Metro Health Alliance, with a similar mission.

Monetary support from the Colorado Trust ends on July 31, 2009. Over the past twelve months the LI3 Governing Council has made a concerted effort to obtain funding to sustain the program after July 31. The were successful in obtaining three monetary awards.

- The prestigious E Pluribus Unum Prize (\$50,000) was awarded to the City for excellence in service immigrants through the One-Stop-Information Center. There are no strings attached to this prize.
- The CDBG grant (\$16,837), also awarded to the City, is designated specifically for the salary for Immigrant Coordinator.

Date	Agenda No.	Subject
Aug. 4, 2009	9(d)	Two resolutions to authorize grant funding for the immigrant program and a motion to incorporate the immigrant program into the Library Department

- The Rose Community Foundation grant (\$10,000) was given to LI3 with the City as fiscal agent to support the programs of the One-Stop Center, including serving immigrants living in Littleton and Arapahoe County with information, ESL classes, one-on-one English instruction and citizenship training. The contract for this grant has not been finalized and will be presented to Council at a later time.

Together the LI3 program has \$76,837 to work with. This amount will carry the programs through the middle of May, 2010.

The actions requested this evening are to formally authorize the CDBG grant and make organizational changes at the Library, as follows:

1. Approve the contract for the CDBG grant.
2. Transfer the LI3 programs to the City, including the One-Stop Information Center, Citizenship Mentoring, and the language mentoring program.
3. Make these programs part of the mission of the City of Littleton and Bemis Public Library. They will be conducted by a new division of the Library Department called "Immigrant Resources" and will be supervised by the Library Director. The name "Littleton Immigrant Integration Initiative (LI3)" will not be used by the City.
4. Accept Alejandra Harguth as the Immigrant Coordinator as a full-time contract employee with full City benefits. Her salary will remain the same and it will be reviewed by the City at the end of 2009 as part of the normal budget process. She will be supervised by the Library Director.
5. Hire a part-time assistant as a contract worker to help Harguth in the office and to coordinate mentoring match-ups. Harguth will be her supervisor.
6. Discuss funding for the remainder of 2010 as part of the 2010 budget process. The Library budget proposal will include the Immigrant Resources programs. Council will discuss the budget on September 8-10.

FINANCIAL DETAILS

These new funds will be deposited in the Immigrant Initiative grants account. By keeping it separate from the Library operating accounts we will be better able to prepare the periodic reports required by the two grants. The contract for Rose Community Foundation grant is still in negotiation and will be presented to Council at a later time.

Amendments to the 2009 budget to show the income and expenditures for this program will be included in the year-end budget amendment.

LEGAL OPINION

Date	Agenda No.	Subject
Aug. 4, 2009	9(d)	Two resolutions to authorize grant funding for the immigrant program and a motion to incorporate the immigrant program into the Library Department

The city attorney has reviewed the resolutions and the contracts and approved them as to form.

CONFLICTS AND/OR COMPLICATIONS

None anticipated.

CONCLUSION AND RECOMMENDATIONS

Staff recommends that council adopt the resolutions to approve the Subgrantee Agreement with Arapahoe County, and the contract with the Rose Community Foundation and approve the organizational changes to the Library Department.

SUGGESTED MOTIONS

I move that the resolution approving the Subgrantee Agreement for the 2009 Arapahoe County Community Development Block Grant Program for the Littleton Immigration Integration Initiative be approved and the Council President be authorized to affix his signature thereto.

Moved by: _____

Seconded by: _____

Yes _____ No _____ Absent _____

I move that the Library Department add a division called Immigrant Resources and the management of the Littleton Immigrant Integration Initiative One-Stop Center and associated programs become the responsibility of the Library Director.

Moved by: _____

Seconded by: _____

Yes _____ No _____ Absent _____

CITY OF LITTLETON, COLORADO

RESOLUTION NO.

Series of 2009

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LITTLETON, COLORADO, AUTHORIZING THE APPROVAL OF THE 2009 ARAPAHOE COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM SUBGRANTEE AGREEMENTS FOR THE LITTLETON IMMIGRATION INTEGRATION INITIATIVE PROJECT

WHEREAS, Arapahoe County (the "County") has entered into a grant agreement (the "Grant Agreement") with the United States Department of Housing and Urban Development ("HUD") for financial assistance to conduct a Community Development Block Grant Program (the "CDBG Program") pursuant to Title I of the Housing and Community Development Act of 1974 (the "Act") as amended, and the Rules and Regulations promulgated by HUD governing the conduct of Community Development Block Grants ("CDBG") programs, 24 Code of Federal Regulations ("CFR") Part 570, as amended, (the "Rules and Regulations");

WHEREAS, proper application has been made by the City of Littleton to Arapahoe County for the funding of one 2009 CDBG project totaling \$16,837; and

WHEREAS, in order to receive CDBG funds for the projects, the Subgrantee Agreement must be adopted by the Littleton City Council and the Board of County Commissioners.

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

The 2009 Arapahoe County Community Development Block Grant Program Subgrantee Agreements between the City and Arapahoe County for the Littleton Immigration Integration Initiative project be approved, and the Council President be authorized to affix his signature thereto.

INTRODUCED, READ AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Littleton on the 4th day of August, 2009, at 7:00 p.m. at the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

Resolution No. __ Series of 2009
Page 2

ATTEST:

City Clerk

President of City Council

APPROVED AS TO FORM:



City Attorney

**SUBGRANTEE AGREEMENT FOR
ARAPAHOE COUNTY
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS**

**SUBGRANTEE: CITY OF LITTLETON
PROJECT NAME: LITTLETON IMMIGRATION INTEGRATION INITIATIVE
PROJECT NUMBER: CMPS 922**

This Agreement is made by and between the Board of County Commissioners of the County of Arapahoe, State of Colorado, for the Community Development Block Grant Program in the Community Resources Department (hereinafter referred to as the County) and the City of Littleton. (hereinafter referred to as the SubGrantee) for the conduct of a Community Development Block Grant (CDBG) Project.

I. PURPOSE

The primary objective of Title I of the Housing and Community Development Act of 1974, as amended, and of the Community Development Block Grant (CDBG) Program under this Title is the development of viable urban communities, by providing decent housing, a suitable living environment and expanding economic opportunities, principally for low and moderate income persons.

The project by the SubGrantee known as the Littleton Immigration Integration Initiative (project) has been categorized as a Public Service project and the SubGrantee will maintain documentation with the national objective of Limited Clientele activities [24 CFR 208 (a)(2)(B)]. The SubGrantee must require information on family size and income so that it is evident that CDBG funded clientele are persons whose family income does not exceed the low and moderate income limit.

The SubGrantee may proceed to incur costs for the Project upon receipt of an official "Notice to Proceed" from the County.

II. WORK TO BE COMPLETED BY THE SUBGRANTEE

The following provisions outline the scope of the work to be completed:

The SubGrantee will utilize CDBG funding for staff salaries to provide pertinent information and referral services to immigrants and newcomers to encourage citizenship and integrate within the community.

The site is located at 6014 S Datura, Littleton, Colorado.

A. Payment

It is expressly agreed and understood that the total amount to be paid by the County under this contract shall not exceed **\$16,837**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in the Project Budget and in accordance with performance criteria established in Section II-C. The parties expressly recognize that the SubGrantee is to be paid with CDBG funds received from the federal government, and that the obligation of the County

to make payment to SubGrantee is contingent upon receipt of such funds. In the event that said funds, or any part thereof, are, or become, unavailable, then the County may immediately terminate or, amend this agreement. To the extent C.R.S. § 29-1-110 is applicable, any financial obligation of the County to the SubGrantee beyond the current fiscal year is also contingent upon adequate funds being appropriated, budgeted and otherwise available.

Upon expiration of this Agreement, as identified by the deadline in Section II. C. 3. below, the SubGrantee shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. These transferred funds shall revert to the County and be utilized for other purposes.

B. Timeline

All Project activities will be completed, and draw requests submitted, by April 30, 2010 unless the Subgrantee notifies the County in writing by April 15, 2010 that the project cannot be completed, and all draw requests submitted, until May, 31, 2010. In the event that the completion deadline falls on a weekend or holiday, the deadline will be considered the work day prior to the scheduled completion date. If the project requires additional time past May 31, 2010, the Agreement must be modified by mutual agreement of the County and SubGrantee.

C. Performance Criteria

In accordance with the funding application submitted by the SubGrantee for the Project, the criteria listed below are to be met during the execution of the Project.

1. Quantifiable Goals:

The SubGrantee will utilize CDBG funds for staff salaries to provide pertinent information and referral services to immigrants and newcomers to encourage citizenship and integrate within the community. The site is located at 6014 S Datura, Littleton, Colorado.

2. Community Impact:

Community Services – community integration

3. Quarterly Performance Standards:

June 30, 2009:

No requirements established.

September 30, 2009:

Provide services to approximately 20-25 persons

December 31, 2009:

Provide services to approximately 20-25 persons

March 31, 2010:

Provide services to approximately 20-25 persons

April 30, 2010:

Provide services to approximately 5-10 persons

Submit final drawdown and completion report to County

April 30, 2010 cumulative:

80 persons served

The SubGrantee may exceed the number of persons served for any reporting period, but is encouraged to not provide all services and/or expend all Project funds earlier than March 31, 2010.

D. Reporting Requirements

1. Project reports will be due within fifteen days following the end of each calendar year quarter (June 1 to September 30 report is due October 15; October 1 to December 31 report is due January 15; January 1 to March 31 report is due April 15; and the final completion report is due May 31) until the Project is completed.
2. The official annual audit and/or Financial Statements for the SubGrantee in which both revenues and expenditures for the CDBG Projects described herein are detailed are due annually. The last completed official annual audit report and/or Financial Statements shall be due on May 31, and for four (4) years thereafter on May 31.

E. Labor Standards (Davis-Bacon)

Project activities require compliance with federal labor standards (Davis-Bacon). It has been determined that: Project activities do not require compliance with federal labor standards (Davis-Bacon) as it is exempt (i.e., public service activity, single family home rehabilitation, purchase of materials, or other activity that has been determined exempt from federal labor standards).

F. Lead Based Paint Regulations

If the activity involves any construction, demolition, rehabilitation, or any activity related to a building, and the building was built in 1978 or prior, Lead Based Paint Laws and Regulations apply, as established in 24 CFR Parts 35 and 570.608. If the SubGrantee does not follow and document Lead Based Paint Laws and Regulation compliance, the SubGrantee will not be eligible for reimbursement.

G. Environmental Review

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental

review and receipt by Arapahoe County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to the project is conditioned on Arapahoe County's determination to proceed with, modify, or cancel the project based on the results of a subsequent environmental review.

H. Uniform Relocation Act (URA)

It has been determined that: No action under the Uniform Relocation Act (URA) is necessary.

III. RESPONSIBILITIES OF THE SUBGRANTEE

A. Federal Compliance

The SubGrantee shall comply with all applicable federal laws, regulations and requirements, and all provisions of the grant agreements received from the U.S. Department of Housing and Urban Development (HUD) by the County. These include but are not limited to compliance with the provisions of the Housing and Community Development Act of 1974 and all rules, regulations, guidelines and circulars promulgated by the various federal departments, agencies, administrations and commissions relating to the CDBG Program. A listing of some of the applicable laws and regulations are as follows:

1. 24 CFR Part 570;
2. 24 CFR Parts 84 and 85;
3. Title VI of the Civil Rights Act of 1964;
4. Title VIII of the Civil Rights Act of 1968;
5. Sections 104(b) and 109 of the Housing and Community Development Act of 1974;
6. Fair housing regulations established in the Fair Housing Act, Public Law 90-284, and Executive Order 11063;
7. Section 504 of the Rehabilitation Act of 1973;
8. Asbestos guidelines established in CPD Notice 90-44;
9. The Energy Policy and Conservation Act (Public Law 94-163) and 24 CFR Part 39;
10. Equal employment opportunity and minority business enterprise regulations established in 24 CFR part 570.904;
11. Section 3 of the Housing and Urban Development Act of 1968;
12. Non-discrimination in employment, established by Executive Order 11246;
13. Lead Based Paint regulations established in 24 CFR Parts 35 and 570.608;
14. Audit requirements established in OMB Circular A-133; and
15. Cost principles established in OMB Circulars A-87 and A-122.
16. Conflict of Interest:
 - a) *Applicability.*
 - (1) In the procurement of supplies, equipment, construction, and services by the County and by the SubGrantee, the conflict of interest provisions in 24 CFR 85.36 and 24 CFR 84.42, respectively shall apply.
 - (2) In all cases not governed by 24 CFR 85.36 and 84.42, the provisions of 24 CFR 570.611 (2) shall apply. Such cases include the acquisition and

disposition of real property and the provision of assistance by the County or by its SubGrantees to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to 24 CFR 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to 24 CFR 570.203, 570.204, 570.455, or 570.703 (i)).

- b) *Conflicts prohibited.* The general rule is that persons described in paragraph (c) of this section who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.
- c) *Persons covered.* The conflict of interest provisions of paragraph (b) of this section apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the County, or any designated public agencies, or of the SubGrantee that are receiving funds under this part.
- d) *Exceptions.* Upon the written request of the County, HUD may grant an exception to the provisions of paragraph (b) of this section on a case-by-case basis when it has satisfactorily met the threshold requirements of (d)(1) of this section, taking into account the cumulative effects of paragraph (d)(2) of this section.
- (1) *Threshold requirements.* HUD will consider an exception only after the County has provided the following documentation:
- i. A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made; and
 - ii. An opinion of the County's attorney that the interest for which the exemption is sought would not violate State or local law.
- (2) *Factors to be considered for exceptions.* In determining whether to grant a requested exception after the County has satisfactorily met the requirements of paragraph (d)(1) of this section, HUD shall conclude that such an exception will serve to further the purposes of the Act and the effective and efficient administration of the County's program or project, taking into account the following factors, as applicable:
- i. Whether the exception would provide a significant cost benefit or an essential degree of expertise to the program or project that would otherwise not be available;
 - ii. Whether an opportunity was provided for open competitive bidding or negotiation;
 - iii. Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the

beneficiaries of the assisted activity, and the exception will permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class;

- iv. Whether the affected person has withdrawn from his or her functions or responsibilities, or the decision making process with respect to the specific assisted activity in question;
- v. Whether the interest or benefit was present before the affected person was in a position as described in paragraph (b) of this section;
- vi. Whether undue hardship will result either to the County or the person affected when weighed against the public interest served by avoiding the prohibited conflict; and
- vii. Any other relevant considerations.

17. The SubGrantee cannot engage in a federally funded contract with any entity registered in the Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs.

B. Non-Appropriations Clause

The SubGrantee agrees that it will include in every contract it enters, which relies upon CDBG monies for funding, a non-appropriation clause that will protect itself, and the County from any liability or responsibility or any suit which might result from the discontinuance of CDBG funding for any reason. Because this SubGrantee Agreement involves funds from a federal grant, to the extent there is a conflict the funding provisions of this SubGrantee Agreement, the federal grant and the federal statutes control rather than the provisions of Section 24-91-103.6, C.R.S. with regard to any public work projects.

C. Expenditure Restrictions

All CDBG funds that are approved by HUD for expenditure under the County's grant agreement, including those that are identified for the SubGrantee's Projects and activities, shall be allocated to the specific projects and activities described and listed in the grant agreements. The allocated funds shall be used and expended only for the projects and activities for which the funds are identified.

D. Agreement Changes

No projects or activities, nor the amount allocated therefore, may be changed without approval by the County and acceptance of the revised Final Statement and/or Consolidated Plan by HUD, if required. Changes must be requested in writing and may not begin until a modification to this Agreement is fully executed.

E. Direct Project Supervision and Administration

H. Records

The SubGrantee shall maintain a complete set of books and records documenting its use of CDBG funds and its supervision and administration of the Project. Records are to include documentation verifying Project eligibility and national objective compliance, as well as financial and other administrative aspects involved in performing the Project. The SubGrantee shall provide full access to these books and records to the County, the Secretary of HUD or his designee, the Office of Inspector General, and the General Accounting Office so that compliance with Federal laws and regulations may be confirmed. The SubGrantee further agrees to provide to the County upon request, a copy of any audit reports pertaining to the SubGrantee's financial operations during the term of this Agreement. All records pertaining to the Project are to be maintained for a minimum of five years following close-out of the Project.

I. Reporting

The SubGrantee shall file all reports and other information necessary to comply with applicable Federal laws and regulations as required by the County and HUD. This shall include providing to the County the information necessary to complete annual Performance Reports in a timely fashion.

J. Timeliness

The SubGrantee shall comply with the quarterly performance standards established in Section II-C of this Agreement. The SubGrantee understands that failure to comply with the established standards may lead to a cancellation of the Project and a loss of all unexpended funds.

K. Reimbursement for Expenses

The SubGrantee agrees that before the County can distribute any CDBG funds to it, the SubGrantee must submit to the County's Housing and Community Development Services Division documentation in the form required by that Division which properly and fully identifies the amount which the SubGrantee is requesting at that time. The County shall have ten (10) working days to review the request. Upon approval of the request, the County will distribute the requested funds to the SubGrantee as soon as possible.

L. Program Income

All program income directly derived from the Arapahoe County Community Development Block Grant Program received by the SubGrantee will be retained by the SubGrantee and will be dispersed for its approved CDBG Project activities before additional CDBG funds are requested from the County. Following completion of the SubGrantee's Arapahoe County CDBG Projects, all program income directly generated from the use of CDBG funds will be remitted to the County.

M. Real Property

Real property acquired in whole or in part with CDBG funds shall be utilized in accordance with the scope and goals identified in Sections I and II of this Agreement. Should the property in question be sold or otherwise disposed of, or the approved property usage discontinued, the SubGrantee shall adhere to the requirements of 24 CFR Parts 84 or 85 (as applicable) regarding the use and disposition of real property.

N. State and County Law Compliance

All responsibilities of the SubGrantee enumerated herein shall be subject to applicable State statutes and County ordinances, resolutions, rules, and regulations.

O. Subcontracts

If subcontracts are used on the Project, the SubGrantee agrees that the provisions of this Agreement shall apply to any subcontract.

P. Suspension or Termination

This Agreement may be immediately suspended or terminated upon written notification from the County if the SubGrantee materially fails to comply with any term of this Agreement. This Agreement may also be terminated for convenience by mutual agreement of the County and the SubGrantee.

Q. In the event that the Unit of General Local Government should withdraw from the County's "Urban County" designation, this Agreement shall terminate as of the termination date of the County's CDBG grant Agreement with HUD.

R. The SubGrantee certifies that to the best of its knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement; and,
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

S. Disallowance

If it is determined by HUD or other federal agency that the expenditure, in whole or in part, for the SubGrantee's Project or activity was improper, inappropriate or ineligible for reimbursement, then the SubGrantee shall reimburse the County to the full extent of the disallowance.

IV. RESPONSIBILITIES OF THE COUNTY

A. Administrative Control

The Parties recognize and understand that the County will be the governmental entity required to execute all grant agreements received from HUD pursuant to the County's requests for CDBG funds. Accordingly, the SubGrantee agrees that as to its projects or activities performed or conducted under any CDBG agreement, the County shall have the necessary administrative control required to meet HUD requirements.

B. Performance and Compliance Monitoring

The County's administrative obligations to the SubGrantee pursuant to paragraph A above shall be limited to the performance of the administrative tasks necessary to make CDBG funds available to the SubGrantee and to provide Housing and Community Development Services staff whose job it will be to monitor the various projects funded with CDBG monies to monitor compliance with applicable Federal laws and regulations.

C. Reporting to HUD

The County will be responsible for seeing that all necessary reports and information required of the County are filed with HUD and other applicable Federal agencies in a timely fashion.

V. EXTENT OF THE AGREEMENT

This agreement, including any documents attached as exhibits which are hereby incorporated herein by reference, represents the entire and integrated agreement between the County, and SubGrantee and supersedes all prior negotiations, representations or agreements, either written or oral. Any amendments to this agreement must be in writing and signed by both the County, and SubGrantee. If any portion of this agreement is found by a court of competent jurisdiction to be void and/or unenforceable, it is the intent of the parties that the remaining portions of this agreement shall be of full force and effect.

VI. NOTICES

Notices to be provided under this Agreement shall be given in writing and either delivered by hand or deposited in the United States mail with sufficient postage to the addresses set forth:

To the County: Arapahoe County Attorney

5334 S. Prince Street
Littleton, CO 80166

and

Arapahoe County Housing and Community Development Services
1690 W. Littleton Blvd., #300
Littleton, CO 80120-2069

To the SubGrantee: City of Littleton
2255 West Berry Avenue
Littleton, CO 80165

In Witness Whereof, the Parties have caused this Agreement to be duly executed this _____ day
of _____, 2009.

SubGrantee: _____

Signature

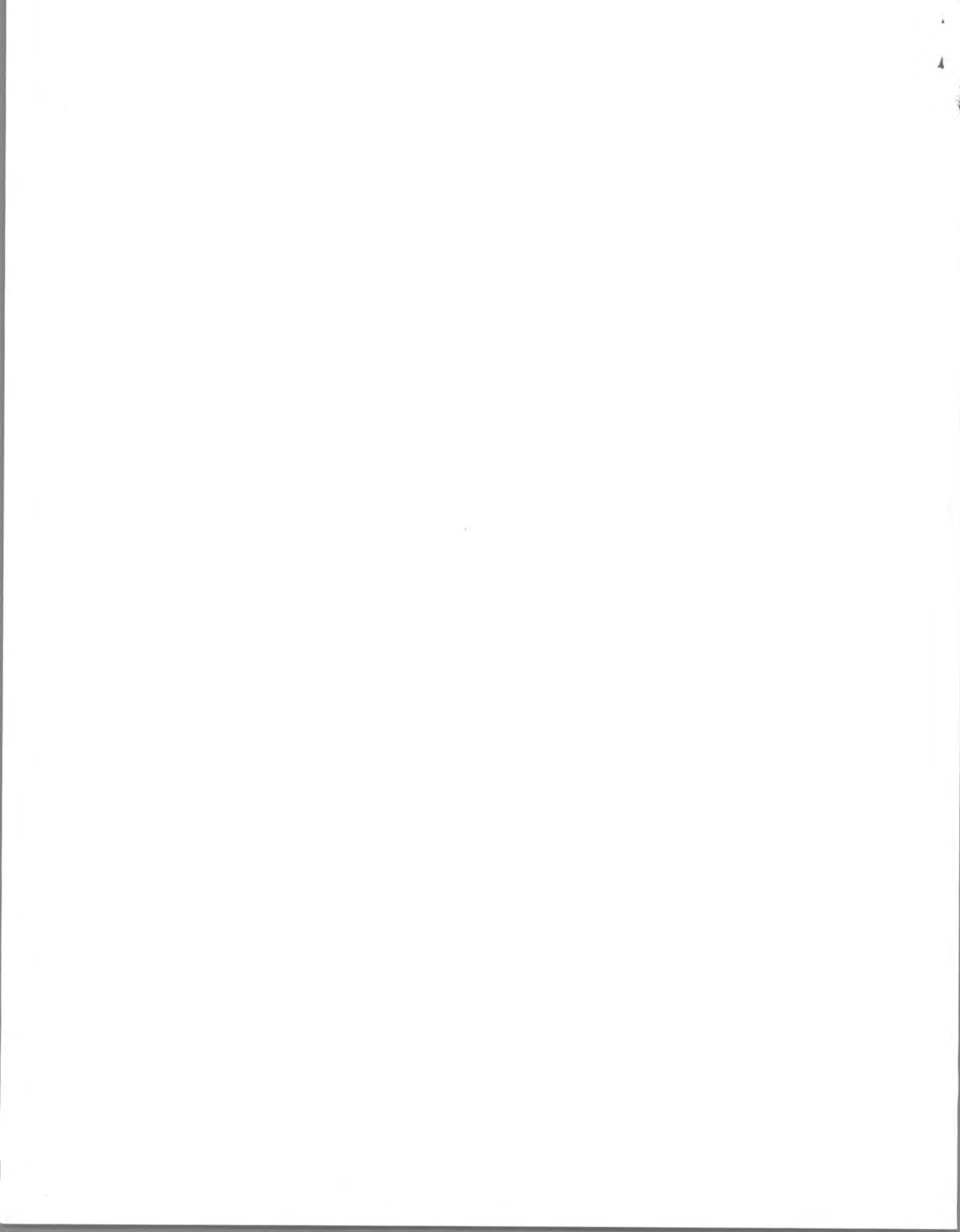
Title

Board of County Commissioners
Arapahoe County, Colorado

Don Klemme on behalf of the Board of County Commissioners
Pursuant to Resolution #090191

PROJECT BUDGET

COLUMN A	COLUMN B	COLUMN C	COLUMN D
Project Activities (specify by line item)	Estimated Total Cost of Activity	CDBG Funds	Other Funds Committed
LI3 Information Center Coordinator	\$40,000.00	\$16,837.00	\$23,163.00
Coordinator Benefits	\$10,000.00	\$0	\$10,000.00
Information Center Part Time Staff	\$16,800.00	\$0	\$16,800.00
ESL Programming	\$13,500.00	\$0	\$13,500.00
Information Center Programming	\$5,000.00	\$0	\$5,000.00
TOTAL:	\$85,300.00	\$16,837.00	\$68,463.00



Date	Agenda No.	Subject
8/4/09	9(e)	Motion to Proceed with an Ordinance on First Reading on August 18, 2009 referring to the voters a new Lodging Tax
Initiated By: City Council Mayor Pro Tem Tom Mulvey		
Action Proposed: Approve Motion to Proceed with First Reading on a Lodging Tax Ordinance on August 18, 2009		
Presented By: Doug Farmen, Finance Director		

INTRODUCTION

This communication presents to Council a motion to authorize the City Attorney to draft an ordinance for a lodging tax for first reading on August 18, 2009.

HISTORY AND FACTS

On May 29, 2008, the City Council discussed a possible lodging tax in light of the Hampton Inn Hotel scheduled for opening in September 2009 (118 rooms). At that meeting, Council member Taylor made a motion (seconded by Mayor Pro Tem Mulvey) for staff to draft an ordinance for a 7% lodging tax that would apply to all lodging less than 60 days, the revenues being earmarked for a full-time video producer for Channel 8, monthly production of the Littleton Report, and additional staff necessary to do that, and for a TABOR override election on the revenue addition to asking for the tax increase. That motion failed 5-2. Mayor Pro Tem Mulvey has now requested this item be placed on the August 4 agenda.

FINANCIAL DETAILS

Municipalities can levy an occupation tax on the hotel operator; 31 home-rule municipalities impose a lodging tax in the form of an increased sales tax rate based on the price of lodging (according to a 2006 Colorado University study). Currently, the Littleton sales tax rate of 3.00% applies to lodging of 30 days or less at hotels, motels, and campgrounds. The average municipality lodging tax rate in Colorado is approximately 3.30% with Denver being one of the highest at 10.75%, the ski towns of Vail and Aspen tax rates are 1.40% and 1.00% respectively. Since Littleton is a home-rule city, it is allowed to use these sales tax revenues similarly to other sales tax revenues, without restriction.

Here is some information from neighboring municipalities:

City	Tax Rate	# Rooms (if applicable)	2007 Revenue	2008 Revenue	2009 Estimated
Lone Tree	6%	366	384,371	443,514	479,000
Greenwood Village	3%	2,067	1,026,300	1,063,450	1,026,000
Littleton	3%	118	N/A	N/A	(2010) \$60,000
Centennial	N/A				
Castle Rock	N/A				
Douglas County	N/A				

Using a three-year average for Lone Tree and Greenwood Village at 3% lodging rate, the estimated annual tax revenues for 118 rooms in Littleton is \$60,935 (\$516.40 per room/year). The City Clerk estimates an additional \$6,000 in expenditures for November election costs.

Date	Agenda No.	Subject
8/4/09	9(e)	Motion to Proceed with an Ordinance on First Reading on August 18, 2008 referring to the voters a new Lodging Tax

LEGAL OPINION

The lodging tax would constitute a "new tax" causing a net revenue gain under TABOR; therefore, it would require approval through a ballot question at the November election.

CONFLICTS AND/OR COMPLICATIONS

None.

CONCLUSION AND RECOMMENDATIONS

Staff is concerned about imposing an additional 3% tax on the new Hampton Inn until it has time to become financially stable. Therefore, staff does not recommend proceeding with this tax at this point in time.

SUGGESTED MOTION

I move that the City of Littleton City Council authorize the City Attorney to draft an ordinance referring to the voters a new lodging tax and to set the first reading on August 18, 2009.

Moved by: _____

Seconded by: _____

Yes _____ No _____ Absent _____