

1 **CITY OF LITTLETON, COLORADO**

2
3 **ORDINANCE NO. 27**

4
5 **Series, 2015**

6
7 **INTRODUCED BY COUNCILMEMBERS:**

8
9 **AN ORDINANCE OF THE CITY OF LITTLETON,**
10 **COLORADO, AMENDING CHAPTER 7 OF TITLE 4,**
11 **CONCERNING REPAIR OF CONSTRUCTION DEFECTS**

12
13 **WHEREAS**, on May 5, 2015, city council adopted Ordinance 25-2015, adding a
14 new chapter 7 to title 4 of the Littleton City Code concerning repair of construction defects;

15
16 **WHEREAS**, the ordinance included a provision to allow for a builder's right to
17 repair an alleged construction defect;

18
19 **WHEREAS**, the city council finds that the ordinance should provide for the
20 opportunity of a cash settlement, either offered by the builder or requested by the homeowner, in
21 lieu of repair of an alleged construction defect; and

22
23 **WHEREAS**, the city council finds that adoption of the proposed amendment
24 promotes and protects the health, safety and welfare of the residents of the City of Littleton;

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

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29 **Section 1:** The recitals contained in Ordinance 25-2015 are incorporated into and
30 made a part of this ordinance.

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32 **Section 2:** Section 6 of chapter 7 of title 4 of the Littleton City Code is hereby
33 amended by the addition of a new subsection F to read as follows:

34
35 **4-7-6 Settlement by Payment of a Sum Certain**

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37 F. Settlement by Payment of a Sum Certain. The Builder may offer to pay, or the claimant may
38 offer to accept, a sum certain to settle the claim. The settlement offer may also include payment
39 of a sum certain to settle any future claims of Construction Defects that may be discovered after
40 the date of payment of the monetary settlement. Neither a Builder, nor a claimant, is obligated to
41 make or accept settlement by payment of a sum certain. If an offer of settlement by payment of a
42 sum certain is made, it shall be accepted by written notice to the party making the offer no later
43 than fifteen (15) days after receipt of the offer or such longer period, if any, stated in the offer as
44 the time for acceptance. If the offer is not accepted within the fifteen day period (or such longer
45 period, if any, stated in the offer as the time for acceptance), it shall be deemed to have been
46 rejected. If an offer to settle is accepted, the monetary settlement shall be paid in accordance
47 with the offer and such payment shall be in full settlement and release of all claims with respect
48 to or arising out of the alleged Construction Defect(s). Execution of such offer and acceptance
49 shall be acknowledged before a notary public if required by the terms of the offer. Upon such

1 settlement, either party may record in the public records maintained by the Clerk and Recorder of
2 the county in which the property is located a copy of the settlement offer and acceptance or a
3 notice of the alleged Construction Defect(s) and the settlement thereof, which shall provide
4 notice to persons that thereafter acquire any interest in the property that all claims with respect to
5 or arising out of the alleged Construction Defect(s) have been settled. If the Builder fails to
6 make the payment in accordance with the accepted offer, the claimant shall be released from the
7 requirements of this chapter and may proceed with the filing of an action against the Builder for
8 the claim arising out of the alleged Construction Defect(s), unless notice and consent are
9 required by section 4-7-10.

10
11 **Section 2:** Severability. If any part, section, subsection, sentence, clause or
12 phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the
13 validity of the remaining sections of this ordinance. The City Council hereby declares that it
14 would have passed this ordinance, including each part, section, subsection, sentence, clause or
15 phrase hereof, irrespective of the fact that one or more parts, sections, subsections, sentences,
16 clauses or phrases may be declared invalid.

17
18 **Section 3:** Repealer. All ordinances or resolutions, or parts thereof, in
19 conflict with this ordinance are hereby repealed, provided that this repealer shall not repeal the
20 repealer clauses of such ordinance nor revive any ordinance thereby.

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22
23 INTRODUCED AS A BILL at a regularly scheduled meeting of the City Council
24 of the City of Littleton on the ____ day of _____, 2015, passed on first reading by a vote of
25 ____ FOR and ____ AGAINST; and ordered published by posting at Littleton Center, Bemis
26 Library, the Municipal Courthouse and on the City of Littleton Website.

27 PUBLIC HEARING on the Ordinance to take place on the ____ day of
28 _____, 2015, in the Council Chambers, Littleton Center, 2255 West Berry Avenue,
29 Littleton, Colorado, at the hour of 6:30 p.m., or as soon thereafter as it may be heard.

30
31 PASSED on second and final reading, following public hearing, by a vote of _____FOR
32 and _____ AGAINST on the ____ day of _____, 2015 and ordered published by
33 posting at Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton
34 Website.

35 ATTEST:

36 _____

Ordinance No.
Series, **2015**
Page 3

37 Wendy Heffner
38 CITY CLERK

Phil Cernanec
PRESIDENT OF CITY COUNCIL

39
40 APPROVED AS TO FORM:

41
42 _____
43 Kristin Schledorn
44 CITY ATTORNEY

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