

1 **CITY OF LITTLETON, COLORADO**

2
3 **ORDINANCE NO. 28**

4
5 **Series, 2024**

6
7 **AN ORDINANCE OF THE CITY OF LITTLETON,**
8 **COLORADO, REPEALING AND REENACTING TITLE 8,**
9 **CHAPTER 1 STREETS AND SIDEWALKS, GENERAL**
10 **REGULATIONS**

11
12 **WHEREAS** public and private use of public rights-of-way for location of facilities
13 and work activities employed in the provision of public services should, in the interests of the
14 general welfare, be accommodated; and

15
16 **WHEREAS** the City must ensure that the primary purpose of the rights-of-way,
17 passage of pedestrian and vehicular traffic, is maintained to the greatest extent possible; and

18
19 **WHEREAS** the City must also ensure that the value of both public and private
20 installations, roadways, facilities, and properties should be protected, competing uses be
21 reconciled, and the public safety preserved; and

22
23 **WHEREAS** the City must provide a balance between the public need for efficient,
24 safe transportation routes and the use of rights-of-way for location of facilities and infrastructure
25 by private and public entities; and

26
27 **WHEREAS** to properly address competing uses and establish a means to regulate
28 and enforce use of public rights-of-way, the City’s right-of-way regulations must be amended.

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

32
33 **Section 1:** Littleton City Code, Title 8, Chapter 1, “Streets and Sidewalks, General
34 Regulations,” Sections 8-1-1 through 8-1-5 are hereby repealed and reenacted to read as follows:

35
36 **Chapter 1. Streets and Sidewalks, General Regulations**

37
38 **8-1-1: Purpose and Objectives**

- 39
40 A. This chapter provides the procedures for the placement of structures and facilities,
41 construction, excavation encroachments, and work activities within or upon any public
42 right-of-way, and to protect the integrity of the city’s right-of-way. To achieve these
43 purposes, it is necessary to require permits of permanent and temporary private users of
44 the public rights-of-way, to establish permit procedures and to fix and collect fees and
45 charges, to establish a means to regulate and enforce use of public rights-of-way, and to
46 implement Section 118 of the City Charter by permitting temporary use of city property.

1 B. Public and private uses of public rights-of-way for location of facilities employed in the
2 provision of public services should, in the interests of the general welfare, be
3 accommodated; however, the city must ensure that the primary purpose of the rights-of-
4 way, passage of pedestrian and vehicular traffic, is maintained to the greatest extent
5 possible. In addition, the value of other public and private installations, roadways, facilities,
6 and properties should be protected, competing uses must be reconciled, and the public
7 safety preserved. The use of the rights-of-way corridor by permanent and temporary private
8 users is secondary to these public objectives and the movement of traffic. The city has a
9 significant interest in ensuring that the construction uses of the public rights-of-way are
10 completed in a timely and cost-effective manner. This article is intended to provide a
11 balance between the public need for efficient, safe transportation routes and the use of
12 rights-of-way for location of facilities by public and private entities.
13

14 C. Nothing in this chapter shall vest, or be deemed to vest, any property right, estate, or interest
15 in persons using public property under this chapter. The temporary uses and occupations
16 permitted hereunder are authorized only to enhance the general public welfare and
17 interests.
18

19 8-1-2 Definitions
20

21 *Bikeway or bike path* means any road, street, path, or way that is designated for bicycle
22 travel, regardless of whether such facilities are designated for the exclusive use of
23 bicycles or are to be shared with other transportation means.

24 *City* shall mean the City of Littleton, Colorado.

25 *City property or public property* shall mean any real property owned, leased, managed,
26 operated, or otherwise under the control of the city, excepting the interior of city-owned
27 buildings.

28 *Contractor*, as used in this Title, shall mean any person or legal entity who undertakes
29 to construct, install, alter, move, remove, trim, demolish, repair, replace, excavate, or
30 add any improvements which require any work, as stated herein, to be done in the
31 public right-of-way

32 *Developer* shall mean any person or legal entity who is improving a parcel of land
33 within the city or who is legally responsible to the city for the construction of
34 improvements within a subdivision or as a condition of a building permit.

35 *Director* shall mean the Director of Public Works and Utilities, or their assigned
36 designee.

37 *Emergency* shall have the meaning ascribed to it within Article I, Section 7 of the City
38 Charter.

1 *Excavate* shall mean to dig into or in any way remove or penetrate any part of a right-
2 of-way.

3 *Facility or facilities* shall mean, including, without limitation, any pipes, conduits,
4 wires, cables, amplifiers, transformers, fiber optic lines, antennae, poles, ducts, and
5 other like equipment, fixtures, and appurtenances used in connection with transmitting,
6 receiving, distributing, offering, and providing utility and other services.

7 *Highway* shall have the meaning ascribed to it within Title 10 Unified Land Use Code
8 (ULUC), as adopted in section 10-12-2 of this Code, and includes bike and pedestrian
9 lanes or paths and for purposes of this chapter includes any street or highway under the
10 jurisdiction of this State or any political subdivision thereof.

11 *Infrastructure* shall mean any public facility, system, or improvement including,
12 without limitation, water and sewer mains and appurtenances, storm drains and
13 structures, streets and sidewalks, and public safety equipment.

14 *Landscaping* shall have the meaning ascribed to it within Title 10 Unified Land Use
15 Code (ULUC), as adopted in section 10-12.2 of this Code.

16 *Permit* shall mean any authorization for use of the public rights-of-way granted in
17 accordance with the terms of this Title, and the laws and policies of the city.

18 *Permittee* shall mean the holder of a valid permit issued pursuant to this article.

19 *Public improvements* shall means those rights-of-way, easements, access rights, and
20 physical improvements which, upon formal acceptance by the city, shall become the
21 responsibility of the city for ownership and/or maintenance and repair, unless otherwise
22 provided, and shall include, but not be limited, to the following: curb and gutter, asphalt
23 pavement, concrete pavement, streets of all types, survey monuments, pavement
24 stripping, sidewalks, pedestrian/bike paths, traffic signals, street lights, highways,
25 freeways, rights-or-way, easements, access rights, construction plans, medians,
26 bridges, acceleration and deceleration lanes, culverts, storm drainage facilities
27 including necessary structures, channels, water lines, sanitary sewer lines, and all other
28 improvements, which upon acceptance by the city, are intended to be for the use of and
29 enjoyment of the public. Private storm infrastructure is expressly excluded from this
30 definition.

31 *Restoration* shall have the meaning ascribed to it within Title 10 Unified Land Use
32 Code (ULUC), as adopted in section 10-12.2 of this Code.

33 *Routine maintenance* means maintenance of facilities or landscaping in the public right-
34 of-way which does not involve excavation, installation of new facilities, lane closures,
35 sidewalk closures or alteration to any portion of the public right-of-way.

1 *Specifications* shall mean engineering regulations, construction specifications, and
2 design standards adopted by the city.

3 *Utilities* shall have the meaning ascribed to it within Title 10 Unified Land Use Code
4 (ULUC), as adopted in section 10-12.2 of this Code.

5 *Work* shall mean any labor performed on, or any use or storage of, equipment or
6 materials, including, but not limited to, construction of streets and all related
7 appurtenances, fixtures, improvements, sidewalks, driveway openings, bus shelters,
8 bus loading pads, street lights, and traffic control devices. It shall also mean
9 construction, maintenance, and repair of all underground structures such as pipes,
10 conduits, ducts, tunnels, manholes, vaults, buried cable, wires, or any other similar
11 structure located below surface, and installation of overhead poles used for any
12 purpose, as well as tree trimming, that uses all or a portion of a public right-of-way. It
13 also includes set-up, mobilization of equipment, cleanup, barricade set-up and removal,
14 spoils removal, and replacement of driving surface conducted within the right-of-way.

15
16 8-1-3 Right-of-Way Permit

17
18 A. *Permit Required.*

- 19
20 1. No person, except an employee of the city or a person exempted by contract
21 with the city, shall undertake or permit to be undertaken any construction,
22 excavation, occupation, or work in the public rights-of-way without first
23 obtaining a written permit from the city as set forth in this Chapter. A copy
24 of each permit obtained, along with associated documents, including a
25 traffic control plan, shall be maintained on the job site and available for
26 inspection upon request by any officer or employee of the city.

27
28 a. Exceptions:

- 29
30 i. *City Employee or Contractor of the City.*
31
32 ii. *By Contract.*
33
34 iii. *Emergency work.* Any person maintaining facilities in the
35 public way may proceed with work upon the existing facility
36 without a permit when emergency circumstances demand
37 the work be done immediately, providing a permit could not
38 practicably and reasonably be obtained beforehand. All
39 emergency work shall require prior notification to the
40 director of public works or appropriate designee, and the
41 appropriate fire and rescue agency. Any person commencing

1 such emergency work in the public way without a permit
2 shall apply for a permit within 48 hours or give notice on the
3 first business day after commencement of such work.
4

5 2. *Annual Utility Maintenance Permit.*
6

- 7 a. To expedite the process for ongoing and routine maintenance, as that
8 term is defined with section 8-1-2, owners of facilities within the
9 public right-of-way may, at their sole option and in the alternative
10 to obtaining individual public right-of-way permits, apply for, and
11 pay all applicable fees for, an annual utility maintenance permit.
12
13 b. An annual utility maintenance permit shall be valid from the date of
14 issuance of the permit through December 31 of the same year and
15 shall not, under any circumstances, authorize any disturbance,
16 excavation, or installation of new facilities.
17

18 B. Permit Application; Fee.
19

20 1. Application.
21

- 22 a. An applicant for a permit to allow for work in the right-of-way shall:
23
24 i. Submit a complete application in the form prescribed by the
25 city;
26
27 ii. Include with the application:
28
29 a. engineering plans, specifications and sketches
30 showing the proposed work in sufficient detail to
31 permit determination of compliance to applicable
32 regulations and standards;
33
34 b. construction plans shall provide adequate
35 information showing the location and extent of the
36 work and adjacent public and private improvements
37 and shall comply with applicable specifications;
38
39 c. traffic control plan; and
40
41 d. erosion control plan, if applicable
42

1
2 b. In addition to the requirements stated in subsection _____, an
3 applicant for an annual utility maintenance permit shall also include
4 the following information:

- 5 i. A general description of the routine maintenance operations;
6
7 ii. Any location of maintenance operations known at the time
8 of application;
9
10 iii. Traffic Control Plan(s) as required within this Chapter; and
11
12 iv. Other information as may be requested by the Director
13 related to proposed routine maintenance operations.
14

15 2. Permit Fee.

- 16
17 a. Before a permit is issued pursuant to this, the applicant shall pay to
18 the city a permit fee, which shall be determined annually in
19 accordance with a fee schedule adopted by the city council by
20 resolution. Said fee shall include reasonable costs and expenses of
21 any engineering review and inspection.
22
23 b. Any person or utility found to be conducting any activity within the
24 public right-of-way without having first obtained the required
25 permit(s), except as provided for in this Chapter, shall immediately
26 cease all activity (exclusive of actions required to stabilize the area)
27 and be required to obtain a permit before work may be restarted. The
28 City reserves the right to charge a surcharge set by City Council.
29

30 C. Insurance

- 31
32 1. Prior to the issuance of any permit, the permittee shall carry, maintain, and
33 file with the city an insurance policy or certificate with coverage, held by
34 an A.M. Best Company financial strength rating of at least B++, and in a
35 form and amount as acceptable to the city's public works director, in full
36 effect, at all times during the term of the permit. At a minimum, coverage
37 shall include the following:
38
39 a. Commercial general liability policy, including broad form property
40 damage, completed operations, and contractual liability for limits in
41 an amount acceptable to the City, but not less than \$1,000,000.00
42 each occurrence for damages of bodily injury or death to one or
43 more persons; and \$1,000,000.00 each occurrence for damage to or
44 destruction of property;

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- b. Special hazards coverage, as may be applicable, such as, but not limited to, property damage as a result of explosion hazard, collapse hazard, underground property damage hazard, commonly known as XCU, added by endorsement to the hereinabove required liability policies.
 - c. Worker's compensation and employers' liability insurance as required by state law.
 - d. Any additional coverage as may be requested by the City Attorney's Office or City Engineer in relation to the work activities being performed.
2. City departments or divisions shall be relieved of the obligation of submitting proof of coverage under this subsection.
 3. Certificate(s) of coverage, except for workers' compensation and employers' liability, shall list the "City of Littleton, Colorado" as an additional named insured.
 4. Whenever any person has filed with the city evidence of insurance as required, any additional or subsequent permit holder in the employ of said initial person may, at the discretion of the city, be excused from depositing or filing any additional evidence of insurance, if such employee is fully covered by the permittee's insurance policy.

D. Indemnification.

1. Each permittee shall construct, maintain, and operate its facilities in a manner that provides protection against injury or damage to persons or property.
2. The permittee, for itself and its related entities, agents, employees, subcontractors, and the agents and employees of said subcontractors, shall save the city harmless, defend, and indemnify the city, its successors, assigns, officers, employees, agents, and appointed and elected officials from and against any and all liability or damage and all claims or demands, whatsoever in nature, and reimburse the city for all its reasonable expenses, as incurred, arising out of the installation, maintenance, operation, or any other work or activity in the public right-of-way or by the permittee related to its use thereof, including, but not limited to, the actions of the permittee, its employees, agents, contractors, related entities, successors, and assigns, or the securing of and the exercise by the permittee of the permit rights

1 granted in the permit, including any third party claims, administrative
2 hearings, and litigation, whether or not any act or omission complained of
3 is authorized, allowed, or prohibited by this article or other applicable law.
4 The permittee shall not be obligated to hold harmless or indemnify the city
5 for claims or demands to the extent that they are due to the gross negligence,
6 or any intentional and/or willful acts of the city or any of its officers,
7 employees, or agents.
8

- 9
- 10 3. The terms of each contract awarded by the permittee for activities pursuant
11 to a permit shall contain indemnity provisions whereby the contractor shall
12 indemnify the city to the same extent as described above.
 - 13 4. In the event the city institutes litigation against the permittee for a breach of
14 the permit or for an interpretation of this chapter, and the city is the
15 prevailing party, the permittee shall reimburse the city for all costs related
16 hereto, including reasonable attorney's fees.
 - 17 5. In the event the permittee is a public entity, the indemnification
18 requirements of this section shall be subject to the provisions of the state
19 Governmental Immunity Act.
20
 - 21 6. This section shall not apply to franchise entities that have already posted a
22 certificate of insurance and have a franchise agreement that sets forth
23 indemnification requirements.
24

25 E. Financial Security Furnished By Applicant:

- 26
- 27 1. Before the first permit required by this Chapter is issued to, or on behalf of,
28 any permit applicant, there shall be posted with the City, as security for said
29 permit, a surety bond, cash escrow or a letter of credit in the amount of the
30 total cost for the acquisition, installation, construction or reconstruction of
31 the public improvements and private storm infrastructure, or in an amount
32 as determined by the Director. This security may be refunded to the
33 applicant if the applicant has no public improvements under performance
34 warranty.
35
 - 36 2. The surety bond, cash escrow or letter of credit shall be executed by the
37 applicant as principal, or by at least one surety upon whom service of
38 process may be based in the state. The surety bond, cash escrow or letter of
39 credit shall be conditioned upon the applicant fully complying with all
40 provisions of the city ordinances, rules, and regulations, and upon payment
41 of all judgments and costs rendered against the applicant for any material
42 violation of the city ordinances or state statutes that may be recovered
43 against the applicant by any person for damages arising out of any negligent
44 or wrongful acts of the applicant in the performance of work done pursuant

1 to the permit. The city may bring an action on the surety bond, cash escrow
2 or letter of credit on its own behalf or on behalf of any person so aggrieved
3 as beneficiary. The city attorney, as to form and as to the responsibility of
4 the surety thereon, and prior to the issuance of the permit, must approve the
5 surety bond, cash escrow or letter of credit.
6

- 7
- 8 3. The surety bond, cash escrow, or letter of credit shall remain at the amount
9 specified herein until the city has issued initial warranty acceptance and at
10 that time the amount of cash escrow or letter of credit shall be reduced to
11 25 percent of the actual construction costs through the final warranty
12 acceptance. In the event the city draws against the security, the applicant in
13 question shall replenish the security to the amount required within 30 days
14 after notice by the city to do so.
 - 15 4. This section shall not apply to franchise entities that have already posted a
16 construction bond or letter of credit or governmental entities.
 - 17
 - 18 5. Should the applicant fail to complete any warranty work in a timely manner,
19 upon written notice by the city, the city may perform the work at the
20 applicant's expense. If the costs of the warranty work performed by the city
21 exceeds the amount of financial security, the applicant shall be liable for
22 any additional costs. If there is a dispute as to the amount owed, the
23 applicant may provide financial security to the city to fully secure such
24 payment until resolution of any appeal under this chapter.
25

26 F. Performance and warranty of work.

27 1. *Warranty.*

- 28
- 29 a. The applicant, by acceptance of the permit, expressly warrants and
30 guarantees complete performance of the work in accordance with
31 submitted and approved plans. Any warranty made hereunder shall
32 serve as security for the performance of work necessary to repair the
33 public right-of-way if the applicant fails to make the necessary
34 repairs or to complete the work under the permit.
 - 35
 - 36 b. The applicant warrants and guarantees all the work done for a period
37 of two (2) years following completion of the work.
 - 38
 - 39 c. This warranty shall include all repairs and actions needed as a result
40 of defects in workmanship or materials, settlement of fills or
41 excavations, any unauthorized deviations from the approved plans
42 and specifications, failure to barricade, failure to clean up during and
43 after the performance of the work, and correction of any violation of
44

1 this chapter or this Code. The city may withhold any additional
2 permits the applicant requests under this chapter, until all costs the
3 city incurs are paid by the applicant.
4

- 5 d. At any time prior to completion of the two-year warranty period, the
6 city may notify the applicant of any needed repairs. Such repairs
7 shall be completed within 24 hours if the defects are determined by
8 the city to be an imminent danger to the public health, safety, and
9 welfare. Nonemergency repairs shall be completed within 14
10 calendar days after notice.
11

12 2. *Standards for Repairs and Restoration.*
13

- 14 a. Permittee responsibility. The permittee shall be fully responsible for
15 the cost and actual performance of all work in the public way. The
16 permittee shall do all work in conformance with any and all
17 engineering regulations, construction specifications, and design
18 standards adopted by the city. These standards shall apply to all
19 work in the public way unless otherwise indicated in the permit.
20
21 b. Repair standards. In the event that the public right-of-way or any
22 other public or private property is damaged by the permittee's work,
23 the permittee, shall, at its sole cost and expense, repair or cause to
24 be repaired the damage and return all affected property to a safe and
25 satisfactory condition. If the Director determines that any damage
26 poses a risk to the safety and/or health of the public, such damage
27 shall be repaired within twenty (24) hours; any damage to public
28 infrastructure, including roadways, sidewalks, drainage or utility
29 infrastructure, and associated items, or irrigation systems, shall be
30 repaired within ten (10) days; any other damage to private property
31 shall be repaired within thirty (30) days.
32
33 c. Restoration standards. All restoration shall result in a work site
34 condition equal to or better than that which existed prior to
35 construction.
36

37 G. Standards for work:
38

- 39 1. Any physical alteration to a street, alley, sidewalk or public place shall
40 conform to any and all engineering regulations, construction specifications,
41 and design standards adopted by the city.
42
43 2. *Construction, Excavation or Work Area.* No person shall perform work in
44 an area larger or at a location different, or for a longer period of time than

1 that specified in the permit or permit application. If, after the work is
2 commenced under an approved permit, it becomes necessary to perform
3 construction, excavation, or work in a larger or different area than originally
4 requested under the application or for a longer period of time, the permittee
5 shall notify the Director immediately and within twenty-four (24) hours
6 shall file a supplementary application for the additional construction,
7 excavation, or work, and the permittee shall be billed for the additional
8 amount owed.
9

10 H. Inspections.
11

- 12 1. The City shall have the right to make periodic inspections at any time, to
13 reject any work or materials which are defective or do not conform with the
14 requirements of this Code, the approved plans, or specifications. The
15 inspector reserves the right to require a pre-construction meeting with the
16 permittee and any applicable parties related to the work.
17
- 18 2. Permittee is to notify the engineering division twenty-four (24) hours before
19 work begins to schedule an inspection. Inspection hours must fall between
20 7:00 a.m. and 5:00 p.m. Monday through Friday. Inspections requested
21 outside of these hours are subject to after hour fees.
22
- 23 3. Approximately thirty (30) days prior to the expiration of the warranty period
24 as outlined in Section 8-1-3.F, the city shall conduct a final inspection of
25 the completed work. If the work is satisfactory upon inspection, the surety
26 bond, cash escrow, or letter of credit shall be returned or allowed to expire
27 with a letter of final acceptance, less any amounts needed to complete work
28 not done by permittee. If the final inspection does not occur within the
29 warranty period, the city shall be deemed to have accepted the work.
30
- 31 4. Upon review of the application for a permit, the director shall determine
32 how many additional inspections, if any, may be required. For work that
33 does not involve material disturbance in the rights-of-way, the director may
34 waive the final inspection and the surety, cash escrow, or letter of credit.
35

36 I. Minimizing Impacts of Work.
37

- 38 1. Work Hours. Each permittee shall conduct work in such a manner as to
39 avoid unnecessary inconvenience to the general public and occupants of
40 neighboring property. No work is permitted on Saturday, Sunday or
41 City/Federal Holidays, without written approval by the City. Work shall be
42 limited to the following hours: 7:00 a.m. to 7:00 p.m. on residential
43 streets/alleys and 8:30 a.m. to 3:30 p.m. on collector and arterial streets,
44 unless otherwise noted and approved by the City. No work, cleanup, set-

1 up, or other work-related activity will be allowed outside of these hours,
2 unless approval is granted by the Director. Working outside of the
3 permitted hours may result in fines or suspension of the ability to acquire
4 permits.
5

6 2. Preservation and Maintenance of Work Site.
7

8 a. *Protection of property.* Each permittee shall protect from injury any
9 adjoining property by providing adequate support and taking other
10 necessary measures. The permittee shall, at its own expense, shore
11 up and protect all buildings, walls, fences, or other property likely
12 to be damaged during the work, and shall be responsible for all
13 damage to public or private property resulting from failure to
14 properly protect and carry out work in the public way.
15

16 b. *Clean Work Site.* Each permittee shall maintain the work site so that
17 i) trash and construction materials are contained; ii) trash does not
18 become a health, fire, or safety hazard; and iii) trash receptacles or
19 general storage and trailers are not placed within the right-of-way
20 without city approval. As the work progresses, all public rights-of-
21 way and private property shall be thoroughly cleaned of all rubbish,
22 excess dirt, rock, and other debris. All cleanup operations shall be
23 done at the expense of the permittee.
24

25 c. *Protection of Trees and Landscaping.* Each permittee, at its sole cost
26 and expense, shall take necessary protective measures to preserve
27 and protect trees, landscape, and landscape features as required by
28 the city. These features may be identified during the preconstruction
29 meeting.
30

31 d. *Protection of Paved Surfaces.* Backhoe equipment outriggers shall
32 be fitted with rubber pads whenever outriggers are placed on any
33 paved surface. Tracked vehicles are not permitted on paved surfaces
34 unless specific precautions are taken to protect the surface. The
35 permittee will be responsible for any damage caused to the
36 pavement by the operation of such equipment and, shall repair such
37 surfaces to the approval of the Director. Failure to do so will result
38 in the use of the applicant's performance/warranty guarantee by the
39 city to repair any damage, and, possibly, the requirement of
40 additional warranty.
41

42 e. *Preservation of Monuments.* A permittee shall not disturb any
43 surface monuments or survey hubs and points found on the line of
44 work unless approval is obtained from the director. A Colorado

1 Registered Land Surveyor, at the permittee's expense, will replace
2 any monuments, hubs, and points disturbed.

3
4 f. *Parking*. Each permittee shall make provisions for employee and
5 construction vehicle parking so as to not impact neighborhood
6 parking or the health, safety, and welfare of roadway and sidewalk
7 users.

8
9 g. *Snow/ice hazards*. Each permittee shall clear all snow and ice
10 hazards from public sidewalks at the work site following a snowfall
11 in conformance with the city code.
12

13 3. Traffic Control.

14
15 a. When it is necessary to obstruct motorized, non-motorized, or
16 pedestrian traffic or work within the right-of-way, a traffic control
17 plan shall be submitted to the city traffic engineer at the time of
18 permit application. The traffic control plan shall conform to all
19 requirements of the most current edition of the Manual on Uniform
20 Traffic Control Devices, city requirements, rules, ordinances, and
21 regulations or as modified by the city traffic engineer in writing.

22 b. The following requirements shall apply, unless as modified by the
23 city traffic engineer in writing:

24
25 i. No permittee shall block access to and from private
26 property, block emergency vehicles, block access to fire
27 hydrants, fire stations, fire escapes, water valves,
28 underground vaults, valve housing structures, or any other
29 vital equipment unless the permittee coordinates with the
30 city public works department and fire department with
31 verification of written notice delivered to the owner or
32 occupant of the facility, equipment, or property at least
33 seventy-two (72) hours in advance.
34

35 ii. No traffic control devices are to be placed on lawn areas
36 without prior approval of the property owner/occupant. All
37 cones and other traffic control devices are to be removed by
38 the above noted hours immediately after work is completed
39 on arterial roadways, and within forty-eight (48) hours after
40 work is completed on minor streets.
41

42 iii. If a street closing is desired, the applicant shall obtain the
43 written approval of the traffic engineer. Nonemergency
44 work requiring complete road closure may necessitate

1 advance notice to adjacent or nearby property owners and
2 road users. Permittees shall consult with the city traffic
3 engineer no later than 30 days in advance of the road
4 closure to ensure that adequate notice is provided. Failure
5 to do so may result in a delay of the project.

6
7 iv. It shall be the responsibility of the permittee to notify and
8 coordinate all work in the public way with police, fire,
9 ambulance, other government entities, transit
10 organizations, residents, and others as directed by the city
11 traffic engineer.

12
13 v. Illumination and traffic control for night work must
14 conform to the city's requirements as set forth by the city
15 traffic engineer.

16
17 c. Traffic control devices must conform to the most current edition of
18 the Manual on Uniform Traffic Control Devices, Work Zone
19 Traffic Control, and must be used whenever it is necessary to close
20 a traffic lane or sidewalk or work in any right-of-way. Traffic
21 control devices shall be supplied by the permittee. If used at night,
22 they must be reflectorized and must be illuminated or have
23 barricade warning lights in accordance with the director or the city
24 traffic engineer.

25
26 d. The contractor shall be responsible for maintaining all work area
27 signing and barricading during construction operations, as well as
28 any signs and barricades that are needed to protect roadway users
29 and pedestrians during nonwork hours. All traffic control signs that
30 are not applicable to the given circumstance shall be removed,
31 covered, or turned around so that they do not face traffic and do
32 not pose a hazard. The contractor shall correct any deficiencies
33 noted by the city immediately.

34
35 e. If the contractor does not comply following forty-eight (48) hours'
36 notice, is not available, or cannot be found, the city may make such
37 corrections and the contractor shall pay the actual cost plus a
38 penalty of fifty percent (50%) of the amount thereof. The
39 contractor must remove all traffic control within forty-eight (48)
40 hours after job completion. Any traffic control not removed by the
41 contractor shall be removed by the city, with such work being
42 billed to the permittee at overtime rates. The permittee shall pay
43 all charges within thirty (30) days of the statement date. If the
44 permittee fails to pay such charges within the prescribed time

1 period, the city may, in addition to taking other collection
2 remedies, seek reimbursement through the warranty guarantee.
3

- 4 f. A permittee may undertake routine maintenance on existing
5 facilities as described in section 8-1-3.A, under an annual utility
6 maintenance permit, if a traffic control plan is on file in the office
7 of the city traffic engineer. The traffic control plan shall be
8 maintained on the job site and available for inspection upon request
9 by any officer or employee of the city.
10

11 J. Relocation or Removal of Infrastructure.

- 12
13 1. *Relocation.* The city may require the permittee to remove or relocate its
14 work, improvements, or infrastructure upon ninety (90) days' written
15 notice, for the following purposes: i) change in street grade; ii) relocation
16 or vacation of the street; iii) to improve, repair, construct, reconstruct or
17 maintain the street or utilities; iv) installation, removal or relocation of
18 utilities or other public apparatus; v) burial of above-ground utilities or
19 public apparatus; or vi) public health or safety concerns. The permittee
20 shall, at its expense, remove or relocate the infrastructure within a
21 reasonable time from the date of notification, but no later than three working
22 days before the city intends to commence its work. If the permittee fails to
23 remove or relocate the infrastructure, the city may perform such work at the
24 permittee's expense. The permittee shall then reimburse the city for all
25 expenses within thirty (30) days after receipt of a written invoice.
26
27 2. *Relocation in Emergency.* In case of an emergency, the city may require the
28 permittee, at permittee's expense, to relocate the infrastructure without
29 providing advance written notice as required in section 8-1-3.J.1. The
30 permittee shall immediately remove or relocate the infrastructure as the
31 Director may require. If the permittee fails to remove or relocate the
32 infrastructure, the city may perform such work at the permittee's expense.
33 The permittee shall then reimburse the city for all expenses within thirty
34 (30) days after receipt of a written invoice.
35
36 3. *Restoration following Removal.* The permittee, by accepting the permit,
37 expressly warrants and guarantees, upon relocating, removing or
38 abandoning the work, to restore the surface area, in a manner acceptable to
39 the city. If the permittee fails to do so, at the permittee's expense, the city
40 may restore the surface area and the permit holder shall be responsible to
41 pay the city all reasonable costs of restoration.
42

43 K. Abandonment.
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1. Notification of abandoned facilities. Any permittee that intends to discontinue use of any facilities within the public rights-of-way shall notify the director, in writing, of the intent to discontinue use. Such notice shall describe the facilities for which the use is to be discontinued, a date of discontinuance of use, which date shall not be less than 30 days from the date such notice is submitted to the director, and the method of removal and restoration. The permittee may not remove, destroy, or permanently disable any such facilities during said 30-day period without written approval of the director. After 30 days from the date of such notice, the permittee shall remove and dispose of such facilities as set forth in the notice, as the same may be modified by the director, and shall complete such removal and disposal within six months, unless additional time is requested from and approved by the director.
2. Conveyance of facilities. At the discretion of the city, and upon written notice from the director within 30 days of the notice of abandonment, the permittee may abandon the facilities in place, and shall further convey full title and ownership of such abandoned facilities to the city. The consideration for the conveyance is the city's permission to abandon the facilities in place. The permittee is responsible for all obligations as owner of the facilities, or other liabilities associated therewith, until the conveyance to the city is completed.

L. Stop Work Orders; Suspension, Revocation, or Denial; Appeal.

1. *Stop Work Order(s)*. A stop work order may be issued by the city to any person doing or causing any work to be done in the public right-of-way without a permit, or in violation of any provision of this article, other applicable city code, or the permit itself.
2. *Permit Revocation or Suspension*. Any permit may be revoked or suspended, and any application denied, by the Director, and such revocation, suspension or denial shall take effect immediately after notice to the applicant or person performing work for any of the following:
 - i. Violation of any condition of the permit;
 - ii. Violation of any provision of this chapter or any other ordinance or law relating to the work; or
 - iii. The existence of any condition or performance of any act which constitutes or causes a condition endangering life or damage to property.

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b. A permit holder or permit applicant may appeal suspension or revocation of a permit, or denial of a permit application, by the Director, as provided for in Title 1, Chapter 20 of the city code.

M. Penalty. If any person, firm or corporation, including but not limited to the officers and agents of a corporation responsible for its actions or inaction, and the partners of a partnership, firm or joint venture, shall violate or cause the violation of any of the provisions of this Chapter, they shall be guilty of a separate offense for each and every day or portion thereof during which a violation is committed, continues or is permitted, and upon conviction of any such violation such person, firm or corporation, including but not limited to such partners or officers or agents, shall be punished by a fine in accordance with the provisions of Title 1, Chapter 4 of this Code.

8-1-4: Public Ways Kept Clear.

- A. The owner, occupant or agent of the owner of any building, property or vacant lot in the city shall maintain the sidewalks, the parking and curbs, that is, the area from the property line to the gutter adjoining such building, property or vacant lot, in a clean condition.
- B. Violations of this Section shall be punishable with the penalties provided for in Section 1-4-1 of the code. The imposition of any penalty pursuant to section 1-4-1 of this Code shall not preclude any legal action or proceeding to require compliance with the provisions of this section, including injunctive relief, or with administrative regulations, orders and determinations made hereunder.
- C. Any person in violation of this section shall be civilly liable for damages to any other person who suffers injuries or damages as a result thereof provided, however, that nothing contained herein shall be deemed to preclude the assertion of defenses or be deemed a waiver of limitations on liability which apply pursuant to the laws of this state.

8-1-5: Prohibitions and Restrictions:

- A. [Reserved]
- B. Encroachments On Public Rights Of Way:
 - 1. Except as herein provided, no person shall erect, place, or have or cause to be placed or erected any building, fence, wall, ditch, temporary outdoor displays of merchandise, or other obstruction in whole or in part upon any street, avenue, alley, sidewalk, or public ground of the city.

- 1 2. The Director, is hereby authorized to issue permits for the purpose of erecting,
2 placing, or causing to be placed fences, retaining walls, or like structures on public
3 rights of way. The Director, is hereby further authorized to issue permits for the
4 purpose of placing, or causing to be placed, planters, benches and other seating, on
5 public rights of way provided such rights of way are located within the area
6 bounded by West Berry Avenue on the north, South Rio Grande and Bega Streets
7 on the east, Church Avenue on the south and South Santa Fe Drive on the west. For
8 purposes of this subsection, the boundary of West Berry Avenue shall be treated as
9 if it extended to South Santa Fe Drive and South Rio Grande and Bega Streets shall
10 be treated as if they extended to Church Avenue.
11
- 12 3. Said permits may be issued only to owners of property which abut public rights of
13 way, or, in the case of planters, benches and other seating, their authorized lessees,
14 and shall be limited to that portion of the right of way defined by the property's
15 projected lot lines.
16
- 17 4. Application for a permit shall be filed with the Director, and shall include the
18 following:
19
- 20 i. Site Plan: A plan of the portion of public right of way proposed for use by
21 the permittee. Said plan shall be drawn to scale and shall include
22 dimensions; location of the proposed use; description of the proposed use,
23 including height, types of material, and general character; and a legal
24 description of the area proposed for use. The Director may require further
25 information as necessary to adequately determine the safety of the proposed
26 use.
27
- 28 ii. Indemnification and Insurance:
29
- 30 a. The permittee, for itself and its related entities, agents, employees,
31 subcontractors, and the agents and employees of the subcontractors,
32 shall hold the city harmless, defend, and indemnify the city, its
33 successors, assigns, officers, employees, agents, and appointed and
34 elected officials from and against any claims, liabilities, damages or
35 lawsuits arising from the permittee's use of the public right of way,
36 including but not limited to, the actions of the permittee, its
37 employees, agents, contractors, related entities, successors and
38 assigns. If permittee is a public entity or agency, the indemnification
39 requirements of this section shall be subject to the Colorado
40 Governmental Immunity Act and state constitution.
41

1 b. Each permittee shall, during the term of the permit, maintain
2 appropriate liability insurance coverage, as acceptable to the City
3 Attorney, naming the city as an additional insured sufficient to cover
4 liability limits under the Colorado Governmental Immunity Act, as
5 evidenced by a certificate of insurance.
6

7 iii. Special Conditions for Temporary Outdoor Display(s) of Merchandise.
8

9 a. Outdoor displays of merchandise on public rights of way may only
10 be approved for non-residential properties, where the primary
11 entrance to the building associated with the merchandise for sale is
12 within six feet (6') from the public right-of-way, measured from the
13 building's entrance threshold to the closet part of the sidewalk.
14

15 b. An unobstructed portion of the sidewalk measuring not less than six
16 feet (6') shall be continuously maintained for pedestrian access
17 where the display is located and no point of access or egress from
18 the property shall be blocked at any time.
19

20 5. Outdoor displays shall not be attached in any way to the sidewalk or other right of
21 way structure, such as, but not limited to, bike racks, news racks, trees or planters
22 and shall not be located in designated parking areas.
23

24 6. Approved applications shall be forwarded to the chief building official for the
25 issuance of a building permit, if required, subject to the payment of required fees
26 by the applicant.
27

28 7. Any permit issued for a permitted use on public right of way shall continue at the
29 pleasure of the city, and shall be subject to immediate revocation if said right of
30 way is used for any purpose other than for the installation of the approved use, or
31 if the owner/applicant fails to keep said use in a state of good repair. This permit
32 shall immediately cease if the approved use is removed and is replaced by a
33 different use or the same use of different design without prior approval of an
34 amendment to the permit for such different use or design.
35

36 8. In the event that it is deemed necessary to the health, safety, or general public
37 welfare, the city may remove or cause to be removed any use of public right of way,
38 permitted under the provisions of these regulations, for the purpose of widening,
39 constructing, or otherwise improving any street, alley, sidewalk or other public way
40 or use without compensation to the owner of said permitted use.
41

42 C. Injuring, Marking Pavement: No person shall injure, mark, disfigure, deface or destroy any
43 pavement or sidewalk in the city or assist in doing the same.

1
2 D. Engaging In Sports In Streets: No person in or on any highway or street within the corporate
3 limits of the city shall indulge in any sport or other activity likely to or calculated to injure
4 vehicles or pedestrians, or interfere with the passage of vehicles or pedestrians along the
5 highways or streets.

6
7 **Section 2:** Severability. If any part, section, subsection, sentence, clause or
8 phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the
9 validity of the remaining sections of this ordinance. The City Council hereby declares that it would
10 have passed this ordinance, including each part, section, subsection, sentence, clause or phrase
11 hereof, irrespective of the fact that one or more parts, sections, subsections, sentences, clauses or
12 phrases may be declared invalid.

13
14 **Section 3:** Repealer. All ordinances or resolutions, or parts thereof, in conflict
15 with this ordinance are hereby repealed, provided that this repealer shall not repeal the repealer
16 clauses of such ordinance nor revive any ordinance thereby.

17
18
19 INTRODUCED AS A BILL at a regularly scheduled meeting of the City Council
20 of the City of Littleton on the 19th day of November, 2024, passed on first reading by a vote of 7
21 FOR and 0 AGAINST; and ordered published by posting at Littleton Center, Bemis Library, the
22 Municipal Courthouse and on the City of Littleton Website.

23 PUBLIC HEARING on the Ordinance to take place on the 3rd day of December,
24 2024, in the Council Chamber, Littleton Center, 2255 West Berry Avenue, Littleton, Colorado, at
25 the hour of 6:30 p.m., or as soon thereafter as it may be heard.

26 PASSED on second and final reading, following public hearing, by a vote of ____
27 FOR and ____ AGAINST on the 3rd day of December, 2024 and ordered published by posting at
28 Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

29
30
31 ATTEST:

1 _____
2 Colleen L. Norton
3 CITY CLERK

Kyle Schlachter
MAYOR

4
5 APPROVED AS TO FORM:
6

7 _____
8 Reid Betzing
9 CITY ATTORNEY
10

