



City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Meeting Agenda

City Council

Tuesday, November 15, 2016

6:30 PM

Council Chamber

Regular Meeting

1. Roll Call

2. Pledge of Allegiance

3. Approval of Agenda

4. Public Comment

Public Comment on Consent Agenda and General Business items

5. Consent Agenda Items

- a) [Ordinance 29-2016](#) An ordinance on first reading approving an amendment to the agreement with Cunningham Fire Protection District (CFPD) to provide emergency dispatch services.

Attachments:

[Ordinance No 29-2016](#)
[2016 - Amendment to Cunningham Fire District Agreement for Dispatch Service](#)
[2008 Cunningham Fire Protection District Agreement](#)
[LFRCC Exhibit A \(1\)](#)

- b) [Resolution 45-2016](#) A resolution approving the Jamison Village Final Plat and Subdivision Improvement Agreement, 101 W. Jamison Avenue

Attachments:

[Resolution No 45-2016](#)
[Signed Planning Resolution](#)
[Vicinity Map](#)
[Final Plat Application](#)
[Denver Water Easement Agreement](#)
[Indemnity Agreement](#)
[Jamison Village SIA](#)
[Off Site Easement](#)
[Final Plat](#)

- c) [Ordinance 35-2016](#) An ordinance on first reading approving a five-year agreement with Advanced Data Processing, Inc., a subsidiary of Intermedix Corporation.
Attachments: [Ordinance No 35-2016](#)
[2016IntermedixContract](#)
- d) [Ordinance 32-2016](#) An ordinance on first reading, adopting the 2017 Littleton Emergency Medical Transportation Enterprise Fund budget.
Attachments: [Ordinance 32-2016](#)
- e) [Ordinance 33-2016](#) An ordinance on first reading, adopting the 2017 Littleton Sewer Utility Enterprise Fund budget.
Attachments: [Ordinance No 33-2016](#)
- f) [Ordinance 34-2016](#) An ordinance on first reading adopting the 2017 Littleton Stormwater and Flood Management Utility Enterprise budget.
Attachments: [Ordinance 34-2016](#)
- g) [Ordinance 37-2016](#) An ordinance on first reading approving an amendment to the 2012 master lease purchase agreement between the City of Littleton and JP Morgan Chase Bank, NA for the lease/purchase of a fire platform truck
Attachments: [Ordinance 37-2016](#)
[Chase Bank master lease-purchase agreement amendment Updated Final 11-0](#)
[2012 Chase Master Lease Littleton](#)
[Sole Supplier Documents T-18](#)
- h) [Resolution 60-2016](#) Intergovernmental Agreement with Arapahoe County for continued use of Digital Trunked Radio System
Attachments: [Resolution No 60-2016](#)
[IGA Littleton City - radio](#)
- i) [ID# 16-263](#) Certification of the November 1, 2016 regular meeting minutes
Attachments: [CC Meeting Journal 11-01-2016](#)

6. Ordinances for Second Reading and Public Hearing

- a) [Ordinance 23-2016](#) An ordinance on second reading to approve a services agreement and joinder agreement with the Colorado Information Sharing Consortium (CISC) and Numerica for a law enforcement data warehouse.

Attachments: [Ordinance 23-2016](#)
[Services Agreement](#)
[Statement of Work Exhibit A](#)
[Statement of Work Exhibit B](#)
[Statement of Work Exhibit C](#)
[Member Agency Joinder Agreement Exhibit D](#)
[Member Agency Joinder Agreement](#)

- b) [Ordinance 20-2016](#) An ordinance on second reading adopting the 2017 fee schedule.

Attachments: [Ordinance No 20-2016](#)
[2017 Fee Changes Only Comparison to 2016](#)
[2017CityFeeScheduleExhibitA](#)

- c) [Ordinance 26-2016](#) An ordinance on second reading granting a temporary easement to Civil and Environmental Engineering Department Colorado State University for a streambed study in South Platte Park

Attachments: [Ordinance No 26-2016](#)
[2016 CSU Easement South Platte Park Temporary Construction Easement 082](#)
[2016 CSU Easement South Platte Park Overview of Data Collection Methodology](#)
[2016 CSU Easement South Platte Park SSPD Access Permit](#)
[well_map \(002\).pdf](#)

- d) [Ordinance 24-2016](#) An ordinance on second reading approving the modification of the Term of the Master Services Agreement with Comcast Cable Communications Management, LLC, for telecommunications connectivity services.

Attachments: [Ordinance No 24-2016](#)
[Ordinance 2014-01 - Comcast MSA \(010714\)](#)
[City of Littleton MSA \(092116\)](#)
[City of littleton First Amendment \(092116\)](#)
[Enterprise Services general terms and conditions \(091916\)](#)

- e) [Ordinance 25-2016](#) An ordinance on second reading approving a rezoning and an amended Riverside General Planned Development Plan located at 5000 and a portion of 4900 South Prince Street

Attachments: [Ordinance 25-2016](#)
[PB Reso 22-2016 Riverside GPDP SIGNED](#)
[Application](#)
[Letter of Intent](#)
[Criteria Statement](#)
[Rezoning Map](#)
[Amended Riverside General Planned Development Plan](#)
[Color Renderings](#)

- f) [Ordinance 27-2016](#) An ordinance on second reading amending Title 10 of the City Code concerning the definitions of Group Home for Persons with Handicaps, Handicap and Assisted Living Facility and to add supplementary standards for group homes for persons with disabilities.

Attachments: [Ordinance No 27-2016](#)
[PB Reso 18-2016 Group Home SIGNED](#)
[Littleton Street Classification map](#)
[Littleton Zoning map](#)

7. General Business

- a) [Resolution 49-2016](#) A resolution approving the 2017 Highline Business Improvement District Operating Plan and Budget

Attachments: [Resolution No 49-2016](#)
[Highline BID Rev Attachment](#)

8. Public Comment

9. Comments / Reports

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

10. Adjournment

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

FIRST PUBLIC COMMENT

CONSENT AGENDA AND GENERAL BUSINESS ITEMS

3 MINUTE LIMIT PER SPEAKER

Tuesday November 15, 2016

PLEASE PRINT YOUR NAME AND ADDRESS CLEARLY	EMAIL ADDRESS	ITEM # / SUBJECT
1. Rick Holpp (SPI) KB Home/Jamison ✓		45-2016
2. Carol Brez ✓		
3.		
4.		
5.		
6.		
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9.		
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12.		
13.		



Staff Communication

File #: Ordinance 29-2016, **Version:** 2

Agenda Date: 11/15/2016

Subject:

An ordinance on first reading approving an amendment to the agreement with Cunningham Fire Protection District (CFPD) to provide emergency dispatch services.

Presented By: Chris Armstrong, Fire Chief

POLICY QUESTION:

Does city council support an ordinance amending the agreement with Cunningham Fire Protection District (CFPD) for emergency dispatch services?

BACKGROUND:

The City of Littleton has provided emergency dispatch services to CFPD since 2008. The existing contract uses a “flat fee” methodology as the fee structure for service.

STAFF ANALYSIS:

After analysis of this contract, staff recommends revising the fee structure methodology for CFPD to align it with the fire partners. The contract amendment allows the fee structure to be based on call volume for CFPD for the previous year, plus a 4% Administrative Fee. This is the same methodology used in the Master IGA with LFPD and HRMD for dispatch services.

FISCAL IMPACTS:

Amending the fee methodology will generate an additional \$334,912.62 for FY 2017.

STAFF RECOMMENDATION:

Staff recommends approval of the ordinance.

PROPOSED MOTION:

I move to approve the ordinance on first reading amending the agreement with Cunningham Fire Protection District for emergency dispatch services and to schedule a public hearing on December 6, 2016 at 6:30 p.m. in the council chamber.

1 **CITY OF LITTLETON, COLORADO**

2
3 **ORDINANCE NO. 29**

4
5 **Series, 2016**

6
7 **INTRODUCED BY COUNCILMEMBERS:**

8
9 **AN ORDINANCE OF THE CITY OF LITTLETON,**
10 **COLORADO, APPROVING AN AMENDMENT TO THE**
11 **CUNNINGHAM FIRE PROTECTION DISTRICT'S**
12 **AGREEMENT FOR DISPATCH SERVICES**
13

14 **WHEREAS,** Littleton operates a combined fire communications and dispatch
15 center known as the Littleton Fire Rescue Communications Center (hereinafter referred to as the
16 "Center"); and
17

18 **WHEREAS,** Cunningham and Littleton entered into that certain Agreement dated
19 November 12, 2008 (the "Agreement");
20

21 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF**
22 **THE CITY OF LITTLETON, COLORADO, THAT:**
23

24 **Section 1:** The First Amendment to Agreement between the City of Littleton
25 and the Cunningham Fire Protection District for dispatch services is hereby approved.
26

27 **Section 2:** Severability. If any part, section, subsection, sentence, clause or
28 phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the
29 validity of the remaining sections of this ordinance. The City Council hereby declares that it
30 would have passed this ordinance, including each part, section, subsection, sentence, clause or
31 phrase hereof, irrespective of the fact that one or more parts, sections, subsections, sentences,
32 clauses or phrases may be declared invalid.
33

34 **Section 3:** Repealer. All ordinances or resolutions, or parts thereof, in
35 conflict with this ordinance are hereby repealed, provided that this repealer shall not repeal the
36 repealer clauses of such ordinance nor revive any ordinance thereby.
37
38

39 **INTRODUCED AS A BILL** at a regularly scheduled meeting of the City Council
40 of the City of Littleton on the 15th day of November, 2016, passed on first reading by a vote of
41 ____ FOR and ____ AGAINST; and ordered published by posting at Littleton Center, Bemis
42 Library, the Municipal Courthouse and on the City of Littleton Website.

43 **PUBLIC HEARING** on the Ordinance to take place on the 6th day of December,
44 2016, in the Council Chambers, Littleton Center, 2255 West Berry Avenue, Littleton, Colorado,

45 at the hour of 6:30 p.m., or as soon thereafter as it may be heard.

46

47 PASSED on second and final reading, following public hearing, by a vote of _____FOR

48 and _____ AGAINST on the 6th day of December, 2016 and ordered published by posting at

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

50 ATTEST:

51 _____
52 Wendy Heffner
53 CITY CLERK

Bruce O. Beckman
MAYOR

54
55 APPROVED AS TO FORM:

56
57 _____
58 Kenneth S. Fellman
59 ACTING CITY ATTORNEY

60
61

**CITY OF LITTLETON
AMENDMENT TO AGREEMENT**

THIS FIRST AMENDMENT TO AGREEMENT (“Amendment”) is made and entered into this ____ day of _____, 2016, by and between Cunningham Fire Protection District (hereinafter referred to as “Cunningham”) and the City of Littleton, Colorado (hereinafter referred to as “Littleton”). Cunningham and Littleton may collectively be referred to in this Amendment as the “Parties”.

RECITALS AND REPRESENTATIONS

WHEREAS, Cunningham and Littleton entered into that certain Agreement dated November 12, 2008 (the “Agreement”);

WHEREAS, the Parties desire to amend the Agreement;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, Littleton and Cunningham agree:

1. Section 4 is hereby repealed and replaced as follows:
 - a. Cunningham agrees to pay Littleton an annual fee based on their previous years call volume as that percentage relates to the non-capital budget for the year in addition to a four (4) percent administrative fee for dispatch services. For 2017 the cost for dispatch services shall be \$334,912.62 and Cunningham has contemporaneously with the approval of this Agreement irrevocably pledged present cash reserves to make such payments through December 31, 2018. Thereafter, Cunningham agrees to pay an annual fee based on their percentage of the non-capital budget for the Center and the four (4) percentage administrative fee. Cunningham shall pay its annual obligation and its share of management and administrative expenses in four (4) equal quarterly payments, each payment to be received no later than the end of the first month after the quarter.
2. All following sections are to be renumbered as necessary.
3. Exhibit A of the Agreement is hereby repealed and replaced in its entirety with the attached Exhibit A.
4. Effective Date. This Amendment shall be effective as of _____, 2016.
5. No Other Modification. Except as expressly amended by this Amendment, the Agreement shall remain in full force and effect.

THIS AMENDMENT is executed and made effective as provided above.

ATTEST:

City Clerk

APPROVED AS TO FORM:

Acting City Attorney

CITY OF LITTLETON:

By: _____
Bruce O. Beckman, Mayor

ATTEST:

Secretary

CUNNINGHAM FIRE
PROTECTION DISTRICT

By: _____
Board President

AGREEMENT

THIS AGREEMENT is made this 1 day of November, 2008, by and between Cunningham Fire Protection District (hereinafter referred to as "Cunningham") and the City of Littleton, Colorado (hereinafter referred to as "Littleton").

WITNESSETH:

WHEREAS, Littleton operates a combined fire communications and dispatch center known as the Littleton Fire Rescue Communications Center (hereinafter referred to as the "Center"); and

WHEREAS, there exists adequate personnel, communications hardware, computer software, and other equipment to furnish and operate the Center; and

WHEREAS, investigations by the respective parties to this Agreement have developed data which reveal that the Center would serve as a more effective method of communicating reports of fires and other emergencies in the areas encompassed by Littleton, Cunningham and other entities in the southern Denver metropolitan area; and

WHEREAS, the Board of Directors of Cunningham has requested, and Littleton and Cunningham wish to enter into an agreement whereby Littleton will provide through the Center dispatch services to Cunningham; and

WHEREAS, Article XIV, Section 18(2) (a) of the Constitution of the State of Colorado and Part 2 of Article I of Title 29, C.R.S., encourage an authorized intergovernmental agreement of this nature;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, Littleton and Cunningham agree:

1. This Agreement shall become effective as of the execution hereof ("Effective Date"). Subject to Cunningham's annual appropriation of funds or an irrevocable pledge of sufficient cash reserves to be held for payments in future years pursuant to Article X, Section 20 of the Colorado Constitution ("TABOR"), this Agreement shall remain effective through December 31, 2011 ("Initial Term"). Following the Initial Term, this Agreement may be renewed annually by mutual agreement of the parties for an unlimited number of one (1) year terms ("Renewal Term"). Any Renewal Term shall be subject to a cost reevaluation. Nothing in this subsection shall be construed so as to cause a violation of the requirements of TABOR. If, in the reasonable opinion of either party, such a TABOR violation would occur, the rights and obligations under this Agreement shall terminate, unless both parties can agree upon satisfactory amendments.
2. As of November 14, 2008 and through the Initial Term and any Renewal Terms, Littleton shall provide dispatchers, equipment, software and other equipment to

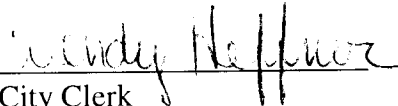
operate the Center and provide dispatching and communications services to Cunningham, as additionally provided herein.

3. Management and administration of the Center shall be handled by the Littleton.
4. Cunningham agrees to pay to Littleton three hundred thirty-seven thousand and five hundred dollars (\$337,500.00) for dispatch services to be provided from November 14, 2008 through December 31, 2009, and contemporaneously with the approval of this Agreement Cunningham has irrevocably pledged present cash reserves to make such payments through December 31, 2009. Thereafter, Cunningham agrees to pay to Littleton an annual fee of \$300,000.00 for the remainder of the Initial Term, and unless mutually agreed to by the parties, any Renewal Term. Cunningham shall pay its annual obligation and its share of management and administrative expenses in four (4) equal quarterly payments of \$75,000, each payment to be received no later than the end of the first month after the quarter.
5. Operating procedures for the dispatch function of the Center will be established by or pursuant to the direction of the Fire Chief of Littleton with input from Cunningham. Littleton will be solely responsible for all day-to-day aspects of the Center including but not limited to its administration and personnel management.
6. Cunningham will acquire and provide for use by Littleton all telephone, radio software, hardware and other equipment, and pay all maintenance, installation charges, reoccurring charges and monthly telephone fees for any additional equipment needed at the Center to properly serve Cunningham.
7. Littleton agrees to meet the performance standards described in Exhibit "A," attached hereto and incorporated herein.
8. All audio recordings of all electronic communications received or transmitted by the Center shall be retained by Littleton for a period of six months and shall be made available to Cunningham at no charge. Requests for recordings must come from a Division Chief or Fire Chief. CAD records will remain on file for a minimum of five years and will have the same availability.
9. This Agreement shall be in full force and effect from Effective Date until terminated as provided herein.
10. Either party may terminate this Agreement by giving a minimum of six (6) months written notice of termination to the other party, which termination shall become effective at the end of the calendar year during which said notice is given. Any notice of termination sent after July 1 of any year shall not become effective until the end of the next calendar year.
11. Upon termination of the Agreement, all equipment acquired by Cunningham as contemplated in Paragraph 6 above, shall be removed by Cunningham on or

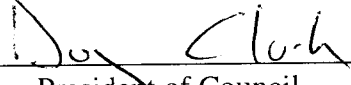
before the termination date at its sole expense. If such equipment is not so removed, then Littleton may remove such equipment at the sole expense of Cunningham.

12. Either party may terminate this Agreement upon the other party's material breach of the obligations provided herein, provided that: (i) the non-breaching party send written notice to the breaching party describing the breach in reasonable details; and (ii) the breaching party does not cure the breach within thirty (30) days following its receipt of such notice. A "material breach" shall include the failure of Cunningham to make the payments required herein, and Littleton's failure to meet the performance standards described in Exhibit A.
13. Each party hereto shall be responsible for any suits, demands, costs or actions at law resulting from its own acts or omissions and may insure against such possibilities as appropriate.
14. Parties hereto agree and acknowledge that this Agreement may be enforced in law or in equity, by decree of specific performance or damages, or such other legal or equitable relief as may be available subject to the provisions of the laws of the State of Colorado.
15. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable clause or provision shall not affect the validity of the Agreement as a whole and all other clauses or provisions shall be given full force and effect.
16. This Agreement contains all of the terms agreed upon by and among parties. Any amendments or modifications to this Agreement shall be in writing and executed by parties hereto to be valid and binding.

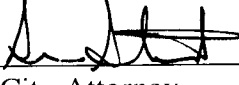
ATTEST:


City Clerk


CITY OF LITTLETON

By: 
President of Council

APPROVED AS TO FORM:

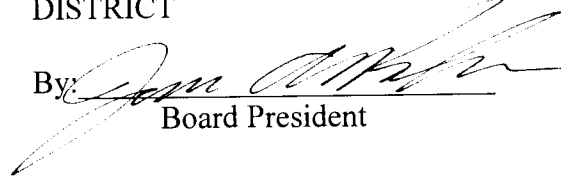

City Attorney

ATTEST:

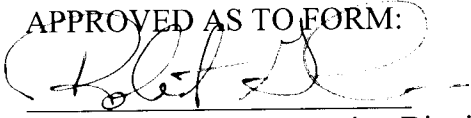

Secretary

CUNNINGHAM FIRE PROTECTION
DISTRICT

By:


Board President

APPROVED AS TO FORM:


Cunningham Fire Protection District
Attorney

C:\cunningham comctr

Exhibit A

DISPATCH PERFORMANCE STANDARDS

1. Ring time (ring to answer time) for alarms shall be within fifteen (15) seconds ninety-five percent (95%) of the time and ninety-nine percent (99%) of alarms shall be answered within 40 seconds. [NFPA 1221 6.45.2]
2. The dispatch of the appropriate emergency services shall begin (to dispatch) within sixty (60) seconds after the first indication of an emergency received by wire line, ninety-five percent (95%) of the time. Alarms received by non-wire line calls will begin (to dispatch) within one hundred fifty (150) seconds after the first indication of an emergency. [NFPA 1221 6.4.3]
Littleton will provide Cunningham with a report of our call processing time every six months.
3. All operators assigned to fire dispatch positions shall meet the following training and certifications by 6 months following employment in center:
 - Telecommunicators shall meet the qualification requirements of NFPA 1061, Standard for Professional Qualifications for Public Safety Telecommunicator [NFPA 1221 6.2.1],
 - Telecommunicators shall be trained in general emergency service operations and shall have access to information regarding the following:
 - a. Locations of streets
 - b. Locations of important structures, including schools, hospitals, and other buildings with a high life hazard.
 - c. Locations of congested or hazardous areas. [NFPA 1221 6.2.3]
 - Telecommunicators shall have functional knowledge of all communications equipment and systems assigned to use. [NFPA 1221 6.2.4]

Telecommunicators shall know which rules and regulations relate to equipment use, including those of the Federal Communications Commission that pertain to emergency service radio use. [NFPA 1221 6.2.5]
Littleton dispatch initial training standards meet or exceed the APCO National Public Safety Training Standards.
4. The dispatch center shall have a policy for supplying sufficient fire staffing to handle day to day level of emergency calls and provide additional operator(s) to cover increased activity when required by large incident or multiple incidents. [NFPA 1221 6.3]
Littleton Dispatchers are responsible for a four hour block of time prior to and immediately after their shifts and are subject to mandatory OT during this time should an event require their expertise.
5. The dispatch center shall maintain a recognized Emergency Medical Dispatch system. System must have method of quality assurance and demonstrate compliance with protocols.
6. The dispatch center shall provide Information Technology support as necessary to assist agencies in maintaining systems interfaced with dispatch, not to include radio support.
7. The dispatch center shall maintain the CAD call data transfer to other fire agencies. The data is based upon NFIRS 5.0 and shall be in conformance with the current NFRIS 5.0

document. This information download will include, but is not limited to the following fields:

- Date
- CAD Event#
- Local Event #
- Map Coordinate
- Address
- Specific Call Type
- Time Call Received in dispatch (911)
- Dispatch time
- Enroute time for each unit
- Arrival Time for each unit
- Date and Time of first patient contact
- Date and Time of fire under control
- Call Cleared time for last unit
- Time enroute to hospital
- Time of arrival at hospital
- First Arriving Unit
- Last arriving Unit
- District
- Scene status change log notes
- Dispatch log notes
- Latitude [911 and other calls as capable]
- Longitude [911 and other calls as capable]

8. Call accuracy shall be a minimum of 90% successful based on a quality assurance sample of at least 1% of all calls for the dispatcher center. The monthly review will consider the following criteria:

- Caller information is accurately determined by dispatcher
- Location of call
- Type of situation reported
- RP's phone number Call is accurately handled by dispatcher
- Situation found compared to situation dispatched
- Notifications given appropriately and in a timely manner
- Unit and functions times recorded accurately
- Time variance-actual "taped" time vs. unit entered time
- Safety issues communicated
- Changes in scene conditions prior to arrival
- Location correction

The dispatch center shall provide the following reports:

- Monthly report and Annual Summary Report
- Call totals monthly and yearly
- Number and percentage of all calls that alarm processing time in 30 second increments. Littleton will provide every six months.
- Mean queue time (duration from the conclusion of call taking and until the dispatcher dispatches the call) and standard deviation.

- Number of incidents by hour of day.
- Time from Dispatch to first unit en route.
- Annual Summary Personnel Training Report
- Hours of fire training
- Hours of other training
- Hours of APCO dispatch training
- Annual Summary Quality Assurance report (based on 1% sampling)
- Percentage of compliance based on call type
- Overall center compliance rate
- Littleton will provide QA to the extent that staffing will allow. This may mean that we do not provide a specified percentage of calls QA'ed over a given time. We will also provide training summaries however no personal information will be disclosed in doing so. All dispatchers will maintain a minimum of 12 hours of CE per year as required to maintain their MPDS Certification.

*Alarm -any request for service or response by fire or EMS agency.

*Alarm Processing -the time interval from the point at which a request or alarm is received and transmitted to the emergency responders. Alarm processing time is the time interval between the realization that an emergency exists up to the point that the information is retransmitted via the internal alarm system to the attention of the specific agency's resources. Source: *CFAI Definitions of Elements of Response Time*

ATTEST:

Cunningham Fire Protection District

Ira J. Rhodes
Fire Chief

Nov. 12, 2008
Date

Littleton Fire Department

[Signature]
Fire Chief

11/19/08
Date

Exhibit A
DISPATCH PERFORMANCE STANDARDS

1. Ring time (ring to answer time) for alarms shall be within fifteen (15) seconds ninety-five percent (95%) of the time and ninety-nine percent (99%) of alarms shall be answered within 40 seconds. [2016 Edition, NFPA 1221 7.4.1]

2. 90 % of alarm processing for emergency incidents shall be completed within 60 seconds. [Center for Public Safety Excellence] To achieve this, Emergency Medical Incidents shall be dispatched as “Medical Incidents” and appropriate medical information aired to responding units as soon as practicable. Should Cunningham desire full Medical Priority Dispatching, then additional time will need to be allowed for the alarm processing.

3. All Telecommunicators assigned to fire dispatch positions shall meet the following training and certifications by 6 months following employment in center:

- Telecommunicators shall meet the qualification requirements of NFPA 1061, Standard for Professional Qualifications for Public Safety Telecommunicators [2016 Edition, NFPA 1221 7.2.1],
- Telecommunicators shall be trained in general emergency service operations and shall have access to information regarding the following:
 - a. Locations of streets
 - b. Locations of important structures, including schools, hospitals, and other buildings with a high life hazard.
 - c. Locations of congested or hazardous areas. [2016 Edition, NFPA 1221 7.2.3]
- Telecommunicators shall have functional knowledge of all communications equipment and systems assigned to use. [2016 Edition, NFPA 1221 7.2.4]
- Telecommunicators shall know which rules and regulations relate to equipment use, including those of the Federal Communications Commission that pertain to emergency service radio use. [2016 Edition, NFP A 1221 7.2.5]
- Littleton dispatch initial training standards meet or exceed the APCO National Public Safety Training Standards.

4. Littleton Fire Communications Center shall ensure that there are sufficient Telecommunicators available to effect the prompt receipt and processing of alarms needed to meet the requirements of Section 7.4. [2016 Edition, NFPA 1221 7.3.1.1]

5. Littleton Fire Communication Center shall maintain a recognized Emergency Medical Dispatch system. System must have method of quality assurance and demonstrate compliance with protocols.

6. Littleton Fire Communication Center shall provide Information Technology support as necessary to assist agencies in maintaining systems interfaced with dispatch, this does not include radio support.

7 Littleton Fire Communication Center shall maintain the CAD call data transfer to other fire agencies. The data is based upon NFIRS 5.0 and shall be in conformance with the current NFRIS 5.0 document. This information download will include, but is not limited to the following fields:

- Date

- CAD Event#
- Local Event #
- Map Coordinate
- Address
- Specific Call Type
- Time Call Received in dispatch (911)
- Dispatch time
- Enroute time for each unit
- Arrival Time for each unit
- Date and Time of first patient contact
- Date and Time of fire under control
- Call Cleared time for last unit
- Time enroute to hospital
- Time of arrival at hospital
- First Arriving Unit
- Last arriving Unit
- District
- Scene status change log notes
- Dispatch log notes
- Latitude
- Longitude

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- Location of call
- Type of situation reported
- RP's phone number Call is accurately handled by dispatcher
- Situation found compared to situation dispatched
- Notifications given appropriately and in a timely manner
- Unit and functions times recorded accurately
- Time variance-actual "taped" time vs. unit entered time
- Safety issues communicated
- Changes in scene conditions prior to arrival
- Location correction

Littleton Fire Communication Center shall provide the following reports:

- Monthly report and Annual Summary Report
- Call totals monthly and yearly

- Number of incidents by hour of day.
- Time from Dispatch to first unit enroute.
- Annual Summary Personnel Training Report
- Hours of fire training
- Hours of other training
- Hours of APCO dispatch training
- Annual Summary Quality Assurance report (based on 1 % sampling)
- Percentage of compliance based on call type
- Overall center compliance rate

Littleton Fire Communication Center will provide Cunningham access to Visinet web browser and First Watch Solutions.

Littleton Fire Communication Center will provide QA to the extent that staffing will allow. This may mean that we do not provide a specified percentage of calls QA'd over a given time.

Littleton Fire Communication Center will also provide training summaries; however, no personal information will be disclosed. All dispatchers will maintain a minimum of 12 hours of CE per year as required maintain their Medical Priority Dispatching System (MPDS) Certification.

* Alarm -any request for service or response by fire or EMS agency.

* Alarm Processing -the time interval from the point at which a request or alarm is received and transmitted to the emergency responders. Alarm processing time is the time interval between the realization that an emergency exists up to the point that the information is retransmitted via the internal alarm system to the attention of the specific agency's resources. Source: *CFAI Definitions of Elements of Response Time*

Staff Communication

File #: Resolution 45-2016, **Version:** 1

Agenda Date: 11/15/16

Subject:

A resolution approving the Jamison Village Final Plat and Subdivision Improvement Agreement, 101 W. Jamison Avenue

Presented By: Pam Hall, Planner I

BACKGROUND:

Jamison Village LLC has submitted an application for a final plat for 18 duplexes (36 units) at 101 West Jamison Avenue. This property is zoned PD-R and is located within the Jamison Village General Planned Development Plan (PD Plan). The PD Plan was approved in 2014 for a maximum of 38 units on the 3-acre parcel.

In the early 1970s, South Suburban Parks and Recreation (SSPR) acquired the site from Denver Water and developed it as a maintenance facility. SSPR closed this facility in 2011 and determined that the property would not be used for a park or open space. Jamison Village LLC is under contract to purchase the property from SSPR.



The property is surrounded to the north, east and west by Southbridge (PD-R) and to the south by Southpark

(PD-C). The proposed final plat comprises 36 lots resulting in a density of 12 dwelling units per acre. Per the PD Plan, the dwelling units are two-story homes attached in pairs (duplexes) with rear-loaded garages. The entire development will need to meet conditions of the PD Plan, which includes density, open space, parking, setbacks and architectural design. The 26' wide street and walkways within the development will be private and maintained by the homeowners' association. The existing sidewalk along West Jamison Avenue will provide access to the Highline Canal and shopping, services and employment. There are no pedestrian connections proposed to the Southbridge townhome development which surrounds the site due to elevation changes in the topography.

The Jamison Village Final Plat is the third planning approval necessary in the overall approval process for the Jamison Village duplex project. The approval steps are as follows:

General Planned Development Plan and Rezoning

Recommendation by planning board (August 25, 2014) and approval by city council (October 7, 2014)

Preliminary Plat

Approval by planning board (May 9, 2016)

➤ Final Plat

Approval by city council

Site Plan

Administrative review

Approval of the final plat and Subdivision Improvement Agreement (SIA) is the next step in the development review process. The final plat includes: a plat map establishing lots and easements, civil construction plans for the onsite and offsite infrastructure, the execution of the SIA and financial guarantee. The financial guarantee is required to ensure all of the public improvements are completed.

Referral comments from outside agencies and city staff were received during the preliminary and final plat reviews. These items have been addressed on the final plat.

STAFF ANALYSIS:

The following is the analysis of the proposal with the city's final plat regulations for major subdivisions.

Section 11-3-2(C)3 of the City's Subdivision Regulations for major subdivision plats states:

"If the director of community development and the director of public works certify that a final plat is in compliance with the approved preliminary plat, accepted engineering principles, and the ordinances of the city and the plat is approved as to form by the city attorney, said plat shall be submitted to the city council for final approval."

The following items must be addressed:

1. Compliance with provisions of the subdivision regulations

The proposed final plat meets all of the provisions of the subdivision code, in that it was prepared by a registered surveyor and includes all the requested information found in section 11-5-1(C), including a drainage

plan.

2. Compliance with the Jamison Village PD Plan

The maximum density allowed per the PD Plan is 12.67 dwelling units per acre. The final plat is in compliance with this requirement as it proposes 12 dwelling units per acre.

3. Compliance with Comprehensive Plan

At the time that the Jamison Village PD Plan was approved, the city found that the proposed development complied with the Comprehensive Plan.

4. Compliance with existing and proposed development

The proposed final plat is part of the Jamison Village PD Plan, which represents a unified site design for all elements of the development including density, open space, and transportation patterns.

5. Comments from affected agencies

The city has received referral comments from Arapahoe County, Denver Water, Tri-County Health Department and Xcel Energy who have stated their agency has no concerns with the proposed final plat. Jamison Village received will serve letters from Xcel, Denver Water and an easement for drainage from Southbridge townhomes across HOA property down to West Jamison Circle.

The project is subject to the city's Storm Drainage Design and Technical Criteria Manual. Public Works has approved the technical aspects of the final plat.

STAFF RECOMMENDATION:

Staff finds that the final plat for Jamison Village conforms to the requirements of the city's subdivision regulations, the Jamison Village PD Plan, the City of Littleton Comprehensive Plan and utility requirements. Therefore, staff recommends approval of the final plat.

PROPOSED MOTION:

I move to approve the resolution for Jamison Village final plat and Subdivision Improvement Agreement.

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45 APPROVED AS TO FORM:

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Kenneth S. Fellman

49 ACTING CITY ATTORNEY

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CITY OF LITTLETON, COLORADO

Resolution No. 1

Series, 2016

**A RESOLUTION OF THE PLANNING BOARD OF THE CITY OF LITTLETON, COLORADO,
APPROVING JAMISON VILLAGE PRELIMINARY PLAT**

WHEREAS, Jamison Village, LLC, submitted to the City of Littleton an application for approval of a preliminary plat for Jamison Village located at 101 W. Jamison Avenue and more specifically described on Exhibit A, which is attached hereto and made a part hereof by this reference;

WHEREAS, city staff reviewed the preliminary plat for compliance with the provisions of Title 11 of the Littleton City Code, other applicable regulations, the comprehensive plan, existing and proposed development and comments for affected agencies and recommended approval of the preliminary plat for Jamison Village with no modifications; and

WHEREAS, the planning board, at its regular meetings of March 28, 2016 and May 9, 2016, reviewed the city staff's report and recommendation concerning the preliminary plat for Jamison Village.

**NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING BOARD OF THE CITY
OF LITTLETON, COLORADO, THAT:**

The planning board does hereby approve the preliminary plat for Jamison Village, located at 101 W. Jamison Avenue and more specifically described on Exhibit A.

INTRODUCED, READ AND ADOPTED at a regularly scheduled meeting of the planning board of the City of Littleton, Colorado, on the 9th day of May, 2016, at 6:30 p.m. at the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

ATTEST

Denise Ciernia

D03BC259132D426...

Denise Ciernia, Recording Secretary

DocuSigned by:

Karina Elrod

C8DBF2F28A91481...

Karina Elrod, Planning Board Chair

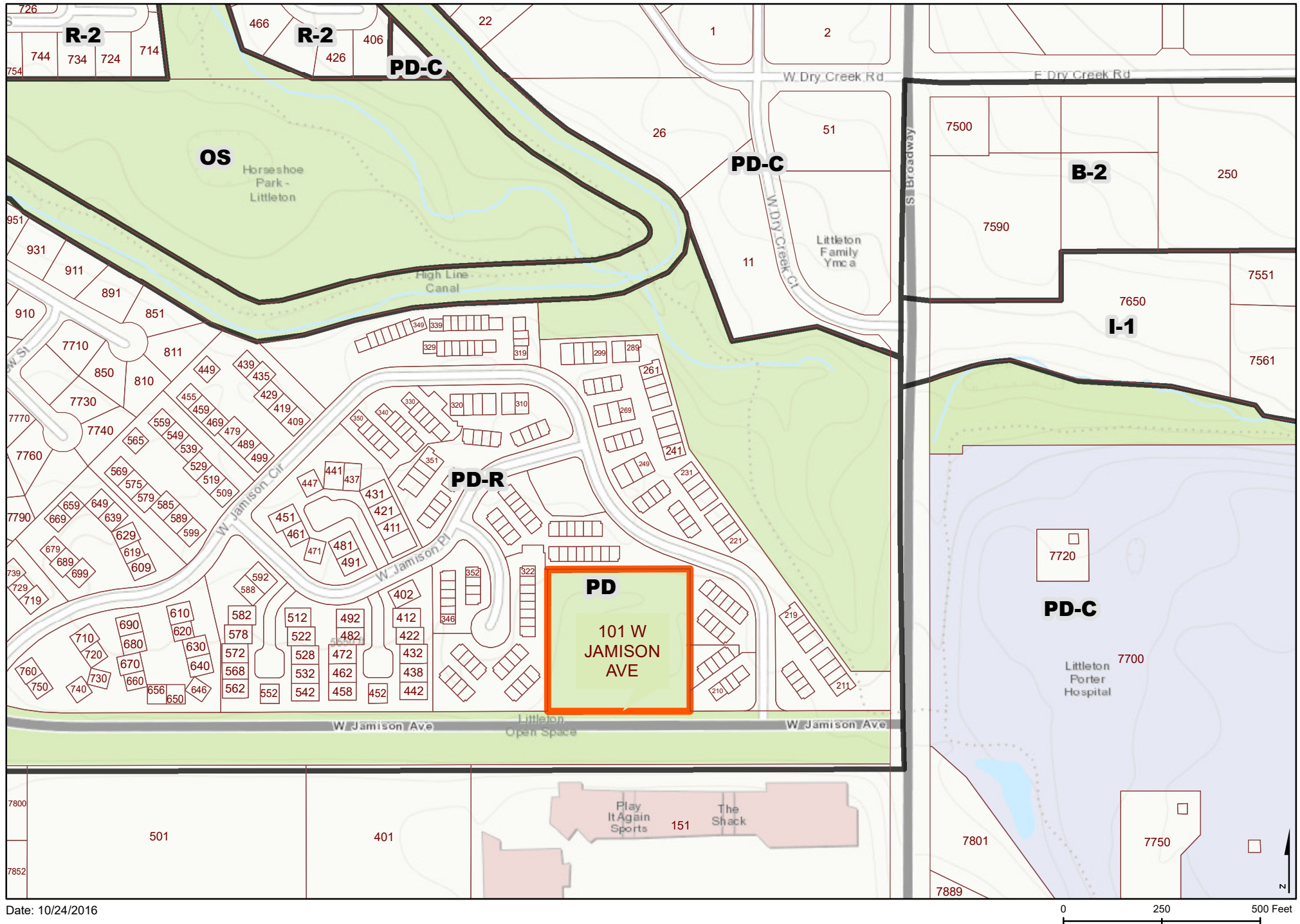
APPROVED AS TO FORM:

Kristin Schledorn

4A3FB34EA4384FE...

Kristin Schledorn, City Attorney

101 W JAMISON AVE



City of Littleton

Staff Use Only

CASE NUMBER: _____

CASE PLANNER: _____

Major Subdivision Plat Final Plat OFFICIAL APPLICATION FORM

- Applications must be submitted directly to the Planning and Zoning Division in Community Development.

Project Name: Jamison Village

Pre-application Meeting Date: _____

Property Address or General Location _____

Parcel Number (if existing at this time) _____

Size of Parcel in Acres 3.0 acres ±

Applicant Information:

Name (print): Jamison Partners

Contact (if different): Debbie Vandervyst

Mailing Address: _____

City, State, Zip: _____

Phone _____

Cell: 303-523-7765, Fax: _____

Email: _____

Signature: _____

Title President

Date: 5/5/16

Owner Information:

Name (print): Debbie Vandervyst

Address: 5914 S. Holly St # 201

Phone: 303-523-7765

Fax: _____

E-mail: _____

Engineering Consultant:

Name (print): J3 Engineering

Address: 4501 S. Paul St Suite B Centennial, CO

Phone: 303-368-5601

Fax: _____

E-mail: jmontfort@j3engineering.net

Note: This application may be subject to additional processing fees required by referral agencies such as Colorado Geological Survey and Denver Water. Please contact these agencies for information concerning their fees.

A complete application form must accompany the required materials on the attached check list. Submitting an incomplete application may cause a delay in processing. If you have any questions, please call the Community Development Department at 303-795-3748.

October 2012

Please return to:



Reception #: D6125861, 11/01/2016 at
03:28:43 PM, 1 OF 9, EA,
Arapahoe County CO Matt Crane, Clerk &
Recorder

AGREEMENT DATE: 11-1-2016

(To be completed by Denver Water – Property Management)

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“Agreement”) is made between **SOUTHBRIDGE TERRACES HOMEOWNERS ASSOCIATION, INC., A COLORADO NON-PROFIT CORPORATION**, hereinafter called “Grantor”, (whether grammatically singular or plural) and the **CITY AND COUNTY OF DENVER, acting by and through its BOARD OF WATER COMMISSIONERS**, hereinafter called “Board”.

WITNESSETH:

For and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to the Grantor in hand paid by the Board, the receipt whereof is hereby acknowledged, the Grantor hereby grants to the Board, its successors and assigns, the permanent right to enter, re-enter, occupy and use the described property to construct, maintain, repair, replace, remove, enlarge and operate one or more water pipelines and all underground and surface appurtenances thereto, including electric or other related control systems, underground cables, wires and connections and surface appurtenances. By way of example and not by way of limitation, the parties intend to include within the terms “pipelines” and “appurtenances” the following: mains and conduits, valves, vaults, manholes, control systems, ventilators, and the like, in, through, over and across the following described parcel of land situate, lying and being in the County of Arapahoe and State of Colorado, to-wit:

(For Legal Description, please see Exhibit “A”, attached hereto and made a part hereof)

IT IS HEREBY MUTUALLY covenanted and agreed by and between the parties hereto as follows:

1. The Board shall have and exercise the right of ingress and egress in, to, over, through and across the above described property for any purpose needful for the full enjoyment of any other right of occupancy or use provided for herein. The easement area shall be free of obstacles throughout the length of the easement. Due to variations in topography, the easement and the pipe may take on an uphill or downhill direction having a slope of greater than 4%; however, sloping within the easement across its width may not exceed 4% in any direction to insure stability of maintenance equipment and vehicles.

2. The Grantor shall not construct or place any structure or building, fence, retaining wall, street light, power pole, yard light, mail box, sign or trash receptacle, temporary or permanent, or plant any shrub, tree, woody plant or nursery stock, on any part of the above described easement. Any structure or building, fence, street light, power pole, yard light, mail box or sign, temporary or permanent, or shrub, tree, woody plant or nursery stock, of any kind situated on the above described easement as of the date of this Agreement, may be removed by the Board without liability for damages arising therefrom.

3. The Grantor, for itself, its successors and assigns, shall provide to the Board any information within its possession about past and currently existing Environmental Contamination in the easement area. Such information shall include but not be limited to environmental studies, reports, samples, agreements, liens, letters and any remediation work that has been done or is ongoing to clean the area or is planned to occur. If contaminated soils exist in the easement area upon the effective date of this Agreement, for which the Grantor or its successors or assigns are responsible under applicable state or federal laws, the Grantor, at Grantor's sole expense, shall take Corrective Action to clean the contamination to the full width of the easement area and a depth of at least twelve (12) feet from finished grade or to two (2) feet below the bottom of the water line as determined by the Board. Contamination shall be cleaned to the appropriate state and federal standards set forth by the U.S. Environmental Protection Agency and Colorado Department of Public Health and Environment or to the standards of Corrective Action plans for the property currently approved by the U.S. Environmental Protection Agency and Colorado Department of Public Health and Environment. Grantor shall provide documents verifying Corrective Action to the Board prior to the installation of pipeline facilities.

4. To the extent it legally may, and as long as the Board did not cause Environmental Contamination, the Grantor, for itself, its successors and assigns, shall indemnify the Board against any liability, damages, costs, expenses, causes of action, claims, losses, settlements, fines and penalties, and reasonable attorneys' fees claimed against the Board relating to (1) the existence, mitigation, or remediation of Environmental Contamination in the easement area; (2) any Corrective Action in the easement area; (3) any Environmental Contamination in the easement area that occurs or is discovered after conveyance of the easement; or (4) the occurrence, disturbance, or movement of existing contaminated soils resulting directly or indirectly from any work conducted by the Board in exercise of the Board's functions.

5. As used in this Agreement, "Corrective Action" shall refer to risk assessment, active remediation, passive remediation, voluntary cleanup, investigation and/or monitoring of Environmental Contamination.

6. As used in this Agreement, "Environmental Contamination" means the presence within the easement area of any hazardous material, including but not limited to any substances defined as or included in the definition of "hazardous substance," "hazardous material" or "toxic substances" in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 5101, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq., or any other federal, state or local statute, law, ordinance, code, rule, regulation, order, decree or other requirement of governmental authority regulating, relating to or imposing liability or standard of conduct

concerning any hazardous, toxic or dangerous substance or material, as now or at any time hereafter in effect, and in the regulations adopted, published and/or promulgated pursuant to said laws.

7. Fencing existing at the time of this Agreement which is disturbed or destroyed by the Board or the Board's agents in constructing the Board's facilities shall be replaced by the Board to its original condition as nearly as reasonable; however, the Grantor shall not construct new fencing across or within the easement.

8. The Board shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the full, complete and unmolested enjoyment of the rights described herein. It is specifically agreed between the parties that the Grantor shall take no action which would impair the earth cover over, or the lateral or subjacent support for any water pipeline or lines and appurtenances within the easement. The Board's Engineering Standards require no less than four and one-half (4½) feet and no more than ten (10) feet of earth cover, measured vertically from the top of any pipeline or lines. Deviation from this requirement will be permitted only upon specific prior, written permission from the Board. If such modification undertaken by the Grantor requires alterations to any pipeline facility, such alteration shall be at the Grantor's expense.

9. After construction of any water pipeline or lines, the general surface of the ground, except as necessarily modified to accommodate appurtenances, shall be restored, as nearly as reasonable, to the grade and condition immediately prior to construction. Topsoil shall be replaced in cultivated and agricultural areas, and any excess earth resulting from installations by the Board shall be removed from the easement at the sole expense of the Board. The Board agrees that for a period of one-year following construction which involves disturbance of the surface of the ground, the Board will maintain the surface elevation and quality of the soil by correcting any settling or subsiding that may occur as a result of the work done by the Board.

10. The Board agrees that other public utilities such as sanitary sewer, storm sewer, gas, and electric lines, may be installed in the above described easement as long as they do not interfere with the Board's rights and as long as piping crossing the water line(s) at right angles, or a substantially right angles, is metallic or concrete. Any piping or cable that crosses the water line(s) and is not metallic or concrete, **must** be encased within steel conduit and/or concrete ducts. Any and all utilities which parallel the Board's facilities will not be permitted within ten (10) feet of Board facilities without prior express permission of the Board. The intent is to reserve for the Board's water lines at least twenty (20) feet of the easement width.

11. The Grantor has retained the right to the undisturbed use and occupancy of the subject property insofar as such use and occupancy is consistent with and does not impair any grant herein contained and except as herein otherwise provided.

12. The Board is acquiring the rights in the subject property in order to insure to the Board a dominant easement for the exercise of the Board's functions, and that the exercise of any rights in the subject property other than those retained by the Grantor should be within the discretion of the Board. The Board agrees to permit and authorize such other uses of the subject

property, not reserved in the Grantor, as will not impair the Board's dominant rights, upon the payment of reasonable compensation to the Board and upon such terms, limitations, and conditions as the Board shall find reasonably necessary to protect its dominant right of occupancy of the subject property for the purpose of the Board without undue or unnecessary injury to or impairment of the estate retained by the Grantor.

13. In the event a question arises regarding the legal description in Exhibit A, then the Grantor and the Board shall amend Exhibit A, as reasonably necessary to fulfill the purposes of this grant.

14. If the Board abandons use and operation of the pipeline facilities laid pursuant to this easement, such abandonment shall not constitute abandonment of the Board's rights under this easement.

15. The Grantor warrants that Grantor has full right and lawful authority to make the grant contained herein, and promises and agrees to defend the Board in the exercise of the Board's rights hereunder against any defect in Grantor's title to the land involved or Grantor's right to make the grant contained herein.

16. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the respective legal representatives, heirs, executors, administrators, successors and assigns of the parties.

17. For the resolution of any dispute arising from this Agreement, venue shall be in the courts of the City and County of Denver, State of Colorado.

18. Unless special provisions are listed below and/or attached, the above constitutes the whole Agreement between the parties and no additional or different oral representation, promise or agreement shall be binding on any of the parties with respect to the subject matter of this instrument. To the extent that any special provisions are in conflict with any other provisions, the special provisions shall control and supersede any other terms or provisions.

SPECIAL PROVISIONS:

19. The Board will not require that the existing retaining walls, sprinkler system, tree, (outside the easement) sod or light pole, some of which improvements are shown on attached Exhibit B, be removed from the easement area, nor between the easement area and South Jamison Circle, as a precondition to acceptance of the easement. South Suburban Park and Recreation District and its successors or assigns, will be required to install a casing for that portion of the waterline that lies underneath this retaining wall. The exact length of casing and location of retaining wall is shown on the approved water plans for project ID #18671. If at any time it is necessary to remove, in whole or in part, the retaining wall, sprinkler system, tree, (outside the easement) sod or light pole from the easement property, the same will be replaced or repaired to their present condition at no cost to Denver Water, but at the sole expense of South Suburban Park and Recreation District or its successors and assigns ("the District and its successors") as provided in that certain Utility Easement Agreement recorded at Reception #D5142379 in the records of the Arapahoe County Clerk and Recorder's office.

20. The Board will not require that any change be made to the topography or slope of the property subject to the easement area, nor between the easement area and South Jamison Circle. The Board agrees to permit the existing slope across the width of the easement. Notwithstanding provision 1, the Board agrees to allow the existing slope as of the date of this agreement.

21. The obligations of the District and its successors to the Grantor concerning this Agreement are described in Utility Easement Agreement recorded at Reception #D5142379 in the records of the Arapahoe County Clerk and Recorder's office.

22. The Board acknowledges that Grantor has provided information in its possession about past and currently existing environmental contamination in the form of a Limited Phase II Environmental Site Assessment dated May 12, 2014 prepared by ERO Resource Corporation, together with a June 9, 2016 memo, which transmits the results of decommissioning activities at the property at 101 West Jamison that have been performed. The Board expects no further information from Grantor unless work by Grantor results in the cause or discovery of contamination.

THIS EASEMENT AGREEMENT shall become effective on the date it is signed by the Board's Director of Engineering.

SOUTHBRIDGE TERRACES
HOMEOWNERS ASSOCIATION, INC.,
A COLORADO NON-PROFIT
CORPORATION

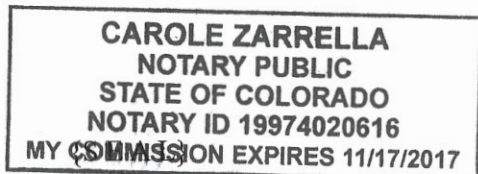

Diana Rouse, Secretary


Paula Mindell, President

STATE OF COLORADO)
) ss.
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me on this 31st day of October, 2016 by Paula Mindell, as President of Southbridge Terraces Home Owners Association, Inc. a Colorado non-profit corporation.

Witness my hand and official seal



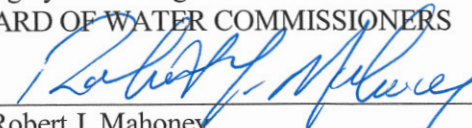
My commission expires: 11/17/2017


Notary Public

APPROVED AS TO FORM:


Office of Legal Counsel

CITY AND COUNTY OF DENVER,
acting by and through its
BOARD OF WATER COMMISSIONERS

By: 
Robert J. Mahoney
Chief Engineering Officer

Date: 11/1/16

EXHIBIT A

LEGAL DESCRIPTION

A parcel of land in the Northwest One-Quarter of Section 34, Township 5 South, Range 68 West of the 6th Principal Meridian, City of Littleton, County of Arapahoe, State of Colorado, being a part of Block 2 Common Area, First Replat of Southbridge Filing No. 8 (recorded under Reception No. 94-068994), said parcel being more particularly described as follows:

Basis of Bearings: Bearings are based upon the East Line of the Northwest One-Quarter of Section 34, said to bear North 00°00'27" East, a distance of 2645.23 Feet between the monuments listed below:

Center Corner of Section 34 - monumented by a 0.75-Inch diameter metal axle, 0.5 Foot down in a range box with an asphalt covered lid at the intersection of South Broadway and Mineral Avenue;

North One-Quarter Corner of Section 34 - monumented by a 3.25-Inch aluminum cap, 0.7 Foot down in a range box with "WATER" on the lid at the intersection of South Broadway and Dry Creek Road, stamped "JF SATO ASSOC, ___ R68W, 1/4. S27, -*-, S34, 200_, __ 35585";

Commencing at said Center Corner of Section 34;

Thence North 21°55'16" West, a distance of 1499.91 Feet to a corner of said First Replat of Southbridge Filing No. 8, also being the Northeast Corner of a parcel of land described by Deed recorded in Book 4273 at Page 272, also being the **Point of Beginning**;

Thence South 89°50'03" West along the South line of said First Replat of Southbridge Filing No. 8, also being the North line of said parcel of land recorded in Book 4273 at Page 272, a distance of 53.21 Feet;

Thence North 19°50'15" East, a distance of 31.50 Feet to the Southerly Right-of-Way line of West Jamison Circle;

Thence South 70°09'45" East along said Southerly Right-of-Way line of West Jamison Circle, a distance of 50.00 Feet;

Thence South 19°50'15" West, a distance of 13.30 Feet to the **Point of Beginning**;

The above described parcel description contains 1,120 Square Feet or 0.026 Acre, more or less.

I hereby certify that the above parcel description was prepared under my direct supervision.



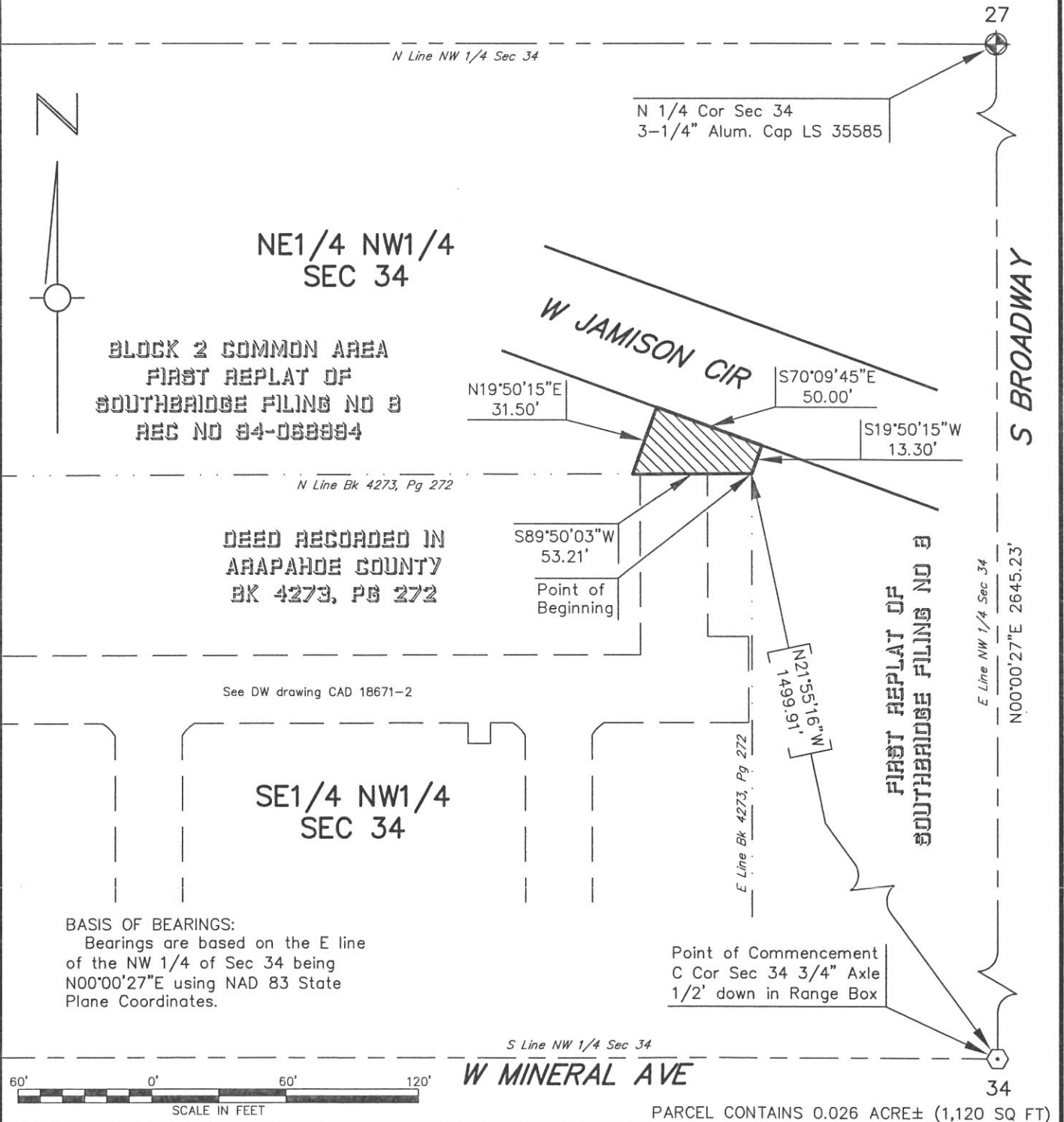
Eric D. Carson, PLS

Prepared For and on Behalf of
CWC Consulting Group Inc.
210 Front Street
Castle Rock, Colorado 80104
Phone: (303) 980-9104

Reviewed by DWD Property	Initials	Date
	<i>MC</i>	10/19/2016

Exhibit A

NW 1/4 SECTION 34, TOWNSHIP 5 SOUTH, RANGE 68 WEST 6th PM
 ----- ARAPAHOE COUNTY -----



LEGEND

EASEMENT ACQUIRED

DOCUMENT DATED:
 SEC'Y FILE DOC.
 RIMS ITEM NO.
 CARD NO.
 DRN. SLG3/PM. AEC S. 10/15
 APPD. *[Signature]*
 SHEET 1 OF 1 SHEET

MAIN

EASEMENT ACQUIRED FROM
 SOUTHBRIDGE TERRACES
 HOA, INC.

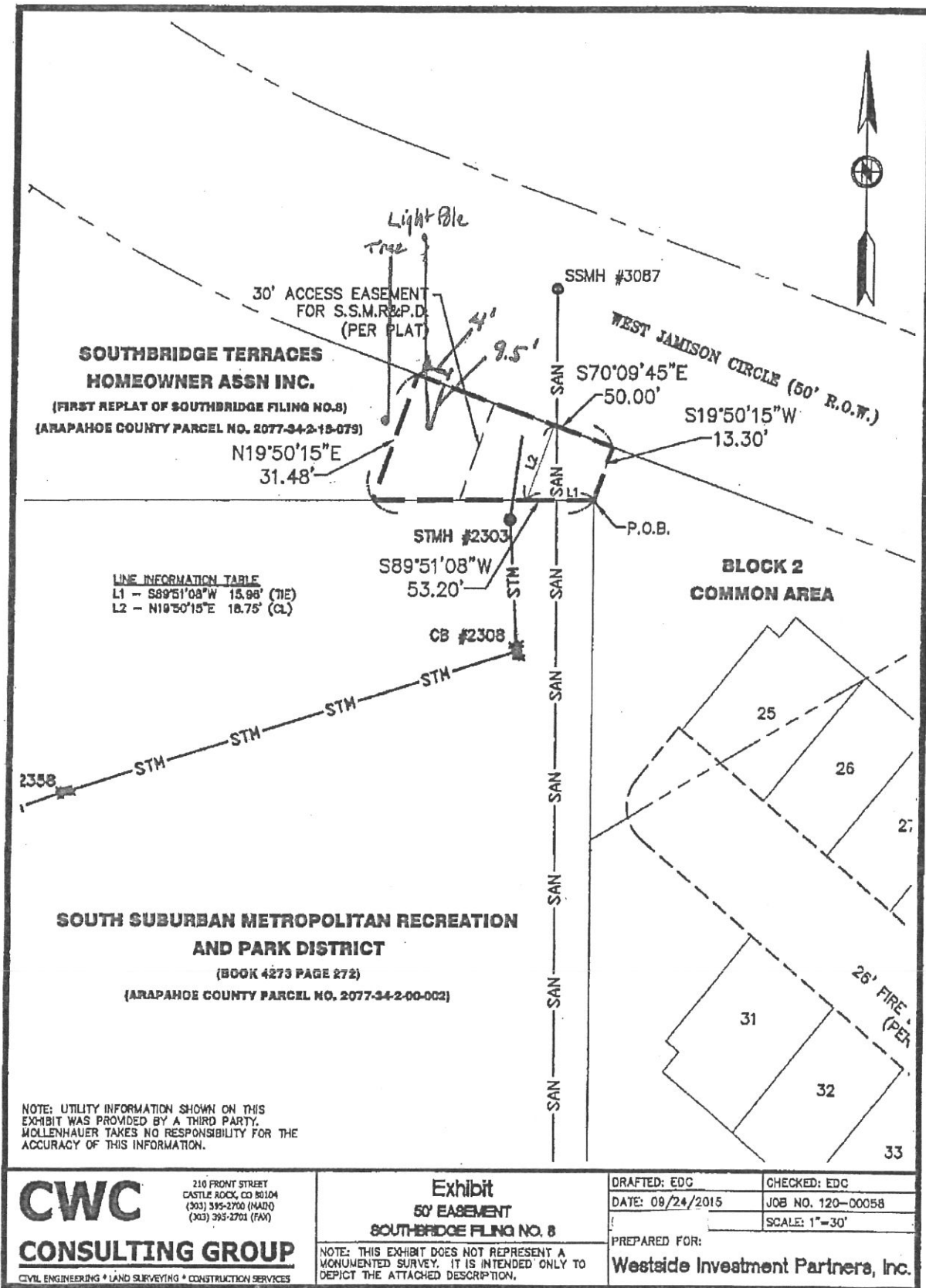
DATE: OCTOBER 19, 2016

DENVER WATER

1600 West 12th Ave
 Denver, Colorado 80204-3412
 T: 303.628.6000
 F: 303.628.6851
 denverwater.org

SCALE: 1" = 60'
 CAD 18671-1_PMG

Exhibit B



INDEMNITY AGREEMENT

This Indemnity Agreement ("Agreement") is made and entered into this 24 day of October, 2016, by and between Jamison Street Partners, LLC, a Colorado limited liability company ("Jamison Street") and the City of Littleton, a municipal corporation of the State of Colorado ("City").

Recitals

WHEREAS, Jamison Street is requesting that Southbridge Terraces Homeowners' Association, Inc. ("HOA") grant to City a permanent sanitary sewer easement ("Sewer Easement") for a sewer line to be constructed in, through, over, under, and across the real property as more particularly described and depicted on Exhibit A (consisting of two pages), which is attached hereto and incorporated herein by this reference ("HOA Property"); and

WHEREAS, the Sewer Easement grants to the City certain easement rights to operate, maintain, repair and replace a sewer line needed to serve real property that is being developed by Jamison Street, which property is legally described on Exhibit B (consisting of two pages), which is attached hereto and incorporated herein by this reference ("Jamison Street Property"); and

WHEREAS, the Sewer Easement places certain obligations and responsibilities on City as the Grantee to restore, repair and replace any damage or disturbance to the HOA Property as the result of the City's exercise of its rights under the Sewer Easement; and

WHEREAS, Jamison Street is entering into this Agreement to assume all of the liability of the City as Grantee under the Sewer Easement and to indemnify the City from any such liability; and

WHEREAS, Jamison Street acknowledges that this Agreement is necessary to induce the City to accept the Sewer Easement.

NOW, THEREFORE, without payment of monetary consideration, but for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by City, Jamison Street hereby agrees as follows:

1. **Assumption and Indemnity.** By executing this Agreement, Jamison Street hereby assumes any and all liabilities, obligations and responsibilities of City as "Grantee" under the Sewer Easement and specifically agrees to reimburse City, within 30 days of demand, for all costs and expenses related to City's restoration obligations under the Sewer Easement and further agrees to indemnify, defend and hold harmless City and its officers, employees and agents from and against all claims, causes of action, liabilities, suits, losses, damages, fines and penalties, costs and expenses (including without limitation reasonable attorneys' fees) that may arise or be asserted against the City as the result of the City's exercise of its rights and obligations under the Sewer Easement.

2. **Notice of Transfer.** At least twenty (20) days before Jamison Street transfers or conveys the Jamison Street Property to any third-party, Jamison Street shall provide the City

Manager and City Public Works Director with written notice of the proposed transfer, together with a copy of the proposed property deed as well as the Grantee's contact information, including name, address, telephone number and email address. The property deed used to convey the Jamison Street Property to a third-party shall expressly state that the Grantee, on its behalf as successor owner of the Jamison Street Property for so long as it is the owner of same and, thereafter, on behalf of the successor owners of such property unless and until a homeowner's association is created with respect to all or any portion of such property and then such homeowner's association, assumes and agrees to perform all of Jamison Street's obligations under this Agreement.

3. **Reliance; Successors and Assigns.** It is acknowledged and understood that City is relying on this Agreement in accepting the Sewer Easement Agreement from HOA. All provisions of this Agreement, including all benefits and burdens shall run with the land and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, subject to the provisions hereof. A copy of this Agreement shall be recorded in the official records of the Clerk and Recorder, Arapahoe County, Colorado.

4. **Amendments; No Waiver.** No provision or term of this Agreement may be amended, modified, revoked, supplemented or otherwise changed except by a written instrument duly executed by the parties hereto and no right, remedy or required performance shall be deemed waived, except pursuant to a written instrument duly executed by the party waiving same.

5. **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

6. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties have executed this Indemnity Agreement to be effective as of the date and year set forth above.

Jamison Street Partners, LLC, a Colorado
limited liability company

By: _____

Derek Vanderryst, President

STATE OF COLORADO)

COUNTY OF) ss.

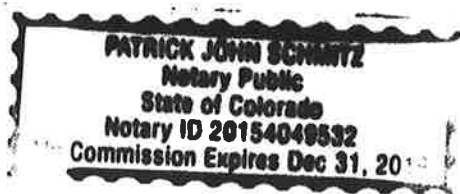
Arapahoe)

The foregoing instrument was acknowledged before me this 26 day of October, 2016, by Derek Vanderryst as President of Jamison Street Partners, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires:

12/31/19



A handwritten signature of the Notary Public, Patrick John Schmitz, written in black ink.

Notary Public

City of Littleton, a municipal corporation of the State of Colorado

By:

_____, City Manager

Attest:

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____ as _____ of the City of Littleton, a municipal corporation of the State of Colorado.

Witness my hand and official seal.

My commission expires:

Notary Public

EXHIBIT A

LEGAL DESCRIPTION

A parcel of land in the Northwest One-Quarter of Section 34, Township 5 South, Range 68 West of the 6th Principal Meridian, City of Littleton, County of Arapahoe, State of Colorado, being a part of Block 2 Common Area, First Replat of Southbridge Filing No. 8 (recorded under Reception No. 94-068994), said parcel being more particularly described as follows:

Basis of Bearings: Bearings are based upon the East Line of the Northwest One-Quarter of Section 34, said to bear North 00°00'27" East, a distance of 2645.23 Feet between the monuments listed below:

Center Corner of Section 34 - monumented by a 0.75-Inch diameter metal axle, 0.5 Foot down in a range box with an asphalt covered lid at the intersection of South Broadway and Mineral Avenue;

North One-Quarter Corner of Section 34 - monumented by a 3.25-Inch aluminum cap, 0.7 Foot down in a range box with "WATER" on the lid at the intersection of South Broadway and Dry Creek Road, stamped "JF SATO ASSOC, __ R68W, 1/4. S27, -*-, S34, 200 __, __ 35585";

Commencing at said Center Corner of Section 34;

Thence North 21°55'16" West, a distance of 1499.91 Feet to a corner of said First Replat of Southbridge Filing No. 8, also being the Northeast Corner of a parcel of land described by Deed recorded in Book 4273 at Page 272, also being the **Point of Beginning**;

Thence South 89°50'03" West along the South line of said First Replat of Southbridge Filing No. 8, also being the North line of said parcel of land recorded in Book 4273 at Page 272, a distance of 26.61 Feet;

Thence North 19°50'15" East, a distance of 22.40 Feet to the Southerly Right-of-Way line of West Jamison Circle;

Thence South 70°09'45" East along said Southerly Right-of-Way line of West Jamison Circle, a distance of 25.00 Feet;

Thence South 19°50'15" West, a distance of 13.30 Feet to the **Point of Beginning**;

The above described parcel description contains 446 Square Feet (0.010 Acres) more or less.

I hereby certify that the above parcel description was prepared under my direct supervision.



Eric D. Carson, PLS

Prepared For and on Behalf of
CWC Consulting Group Inc.
210 Front Street
Castle Rock, Colorado 80104
Phone: (303) 980-9104

NORTH ONE-QUARTER CORNER OF SECTION 34
 3.25" ALUMINUM CAP, 0.7' DOWN IN A RANGE
 BOX WITH "WATER" ON THE LID, STAMPED "JF
 SATO ASSOC, ___ R68W, 1/4. S27,
 -*-, S34, 200_, ___ 35585"

WEST JAMISON CIRCLE
 (50' PUBLIC R.O.W.)

SOUTHERLY RIGHT-OF-WAY
 LINE OF WEST JAMISON CIRCLE

BLOCK 2 COMMON AREA
 FIRST REPLAT OF
 SOUTHBRIDGE FILING NO. 8
 (RECP. NO. 94-68994)

SOUTH LINE OF
 FIRST REPLAT OF
 SOUTHBRIDGE FILING NO. 8

NORTH LINE OF
 BOOK 4273, PAGE 272

**NE 1/4
 SECTION 34**

POINT OF BEGINNING
 NORTHEAST CORNER
 BOOK 4273, PAGE 272

BOOK 4273, PAGE 272

EAST LINE OF THE NORTHWEST
 ONE-QUARTER OF SECTION 34
 N00°00'27"E 2645.23'

BASIS OF BEARINGS

POINT OF COMMENCEMENT
 CENTER CORNER OF SECTION 34

0.75" Ø METAL AXLE, 0.5' DOWN IN A
 RANGE BOX WITH ASPHALT COVERED LID



210 FRONT STREET
 CASTLE ROCK, COLORADO 80104
 TELEPHONE: 303-395-2700
 FAX 303-395-2701

CWC CONSULTING GROUP
 CIVIL ENGINEERING • LAND SURVEYING • CONSTRUCTION SERVICES

**Exhibit A
 25' LITTLETON UTILITY
 EASEMENT**

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

DRAFTED: SLG3

DATE: 10/20/2016

PAGE: 2 OF 2

PREPARED FOR:

CHECKED: EDC

JOB NO. CWC#120-00088

SCALE: 1"=10'

**WESTSIDE INVESTMENT
 PARTNERS, INC.**

EXHIBIT B

101 West Jamison Avenue in the City of Littleton, Colorado legally described as follows:

A parcel of land situated in the NW 1/4 of Section 34, Township 5 South, Range 68 West of the 6th P.M., Arapahoe County, Colorado, being more particularly described as follows:

Commencing at the southeast corner of said quarter section; thence north 1030.9 feet along the east line of said quarter section; thence west 560.0 feet parallel to the south line of said quarter section to the point of beginning; thence continuing west 361.5 feet parallel to the south line of said quarter section; thence north 361.5 feet parallel to the east line of said quarter section; thence east 361.5 feet parallel to the south line of said quarter section; thence south 361.5 feet parallel to the east line of said quarter section to the point of beginning.

Also known as Parcel No. 2077-34-2-00-002, and 101 West Jamison Avenue, Littleton, Colorado.

City of Littleton
Jamison Village
SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT (this "Agreement") made and entered into this 26 day of October, 2016, by and between Jamison Street Partners, LLC, a Colorado Limited Liability Company ("Developer"), and the City of Littleton, a municipal corporation, State of Colorado, (the "City"). Developer and the City are collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, Developer is the owner of certain real property located within the City (the "Property"), which is more particularly described on Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, Developer has presented a final subdivision plat for the Property ("Subdivision Plat"), which is expected to be approved by the City at the time of, and in connection with, approval of this Agreement by the City; and

WHEREAS, the City and Developer agree that the development of the Property will require the installation of certain improvements, which are primarily of benefit to the Property and not to the City as a whole; and

WHEREAS, the City and Developer mutually acknowledge and agree that the matters set forth herein are reasonable requirements to be imposed by the City, and that such matters are necessary to protect, promote, and enhance the public welfare; and

WHEREAS, the City and Developer desire to execute an agreement to provide for completion of the Improvements (hereafter defined) and to specifically define the rights and obligations of the parties;

NOW, THEREFORE, the City and Developer agree as follows:

1. Recitals. The foregoing recitals are incorporated herein as material representations and acknowledgements of the parties.
2. Representations. All representations of Developer set forth in the approved General Planned Development Plan, Final Plat, Site Development Plan and Construction Plans shall be considered conditions of approval with which Developer shall comply, except as expressly provided otherwise in, or necessarily implied by, this Agreement.
3. Final Subdivision Approval as Condition. The obligation of Developer to construct and complete the Improvements, as defined below, is conditioned upon and shall arise only upon approval and recordation of the Subdivision Plat by the City.

4. Improvements. Developer is obligated to provide for the construction and installation of certain public and private improvements to serve the Property as specifically identified on Exhibit B, attached hereto and incorporated herein by this reference, all as to be more specifically detailed in the Construction Plans (collectively, the "Improvements").
- a. Developer shall submit to the City for approval final construction and engineering plans and drawings for the Improvements relating to the Property ("Construction Plans") and engineers' cost estimate of the Improvements (the "ECE") suitable to identify the quantity and type of all Improvements, in a form approved by City. The Construction Plans, to be incorporated herein by reference, shall bear the stamp of a Colorado licensed engineer with experience in the design and engineering of public improvements. The ECE shall be attached hereto as Exhibit B and shall supplement the Improvements identified in Exhibit B.
 - b. Developer shall construct and install the Improvements in compliance with the Construction Plans, as approved by the City Public Works Department and/or by other responsible entities (Denver Water, Littleton Fire Rescue, applicable water and/or sanitation district, etc.), and with all ordinances, rules, regulations and standards of the City, including but not limited to, the Littleton City Code, the Storm Drainage Design and Technical Criteria Manual, the City's Engineering Requirements for Subdivisions and all other governing regulations (collectively, the "Plans and Specifications").
 - c. Developer shall provide at its sole cost and expense all necessary engineering designs, surveys, field surveys, and incidental services related to the construction of the Improvements and shall also file and receive all required permits for construction from the relevant agencies.
 - d. Developer shall at its sole cost and expense engage a Colorado licensed professional engineer to provide inspection and testing if required by the City during the construction process. Copies of all such tests shall be provided to City promptly upon request. Developer shall contact City immediately upon the failure of any performance testing, and of any problems that arise, which may prevent construction or installation in accordance with the approved Construction Plans.
 - e. No liability shall attach to City by reason of any inspections, observations, testing, or reviews, or by reason of the issuance of any approval or permit for any work subject to this Agreement.
 - f. The Improvements identified on the Construction Plans shall be completed per the construction schedule (the "Schedule") shown as Exhibit C, attached hereto and incorporated herein by this reference, as it may be amended with the City's express written approval, in its sole discretion.

5. Completion of Improvements; Approval.

- a. Developer shall complete all Improvements per the Schedule. Upon Developer's completion of construction of the Improvements, Developer's engineer shall

certify in writing that the Improvements have been completed in conformance with the Construction Plans and the Plans and Specifications and submit to the City a completed acceptance checklist utilizing a form approved by the City. Thereafter, the City Public Works Director or his/her designee shall inspect the Improvements to be accepted by the City and certify in writing and with specificity their conformity or lack thereof to the Construction Plans and Plans and Specifications. Developer shall make all corrections necessary to bring the Improvements into conformity with the Construction Plans and Plans and Specifications. Developer shall at its expense have "as-built" drawings prepared by a professional engineer and a registered land surveyor, which drawings shall include all legal descriptions the City may require. Developer shall also prepare a summary of the actual construction costs of all Improvements to be dedicated to the City. Prior to City acceptance of the Improvements Developer shall provide the Littleton Finance Department with an itemized cost breakdown and a summary sheet for the Improvements showing the construction costs, and the cost of the "as built" drawings provided to the City. The "as-built" drawings and costs summary shall be forwarded to the City for review and approval.

- b. Once the as-built drawings and costs summary are approved, and any and all corrections are completed, the City Public Works Director or his/her designee shall certify in writing that all Improvements are in conformity with the Construction Plans and the Plans and Specifications, and the date of such certification shall be known as the Acceptance Date for start of the warranty period. A separate approval letter shall be obtained by Developer from Denver Water.
6. Acceptance; Conveyance. Within thirty (30) days of the Acceptance Date for the start of the warranty period, the Developer shall execute a bill of sale conveying the Improvements to the City (excluding such portion that comprise private improvements that are to be retained by the Developer, such as private street improvements and private landscaping improvements, as outlined in Exhibit B), free and clear of all liens and encumbrances. The parties confirm the Developer will not need to execute any deed or easement to the City conveying rights of way or easements required for the operation, maintenance, repair and replacement of the Improvements since such conveyances, including required sanitary sewer easement, will have occurred as part of or concurrent with the Subdivision Plat. Prior to and as a condition of acceptance, Developer shall furnish to City unconditional lien waivers that all claims and payments to be made in connection with construction of the Improvements have been satisfied.
7. Warranty. All Improvements conveyed to the City shall be warranted for a period of one (1) year from the Acceptance Date, except as may be noted in Exhibit D, Special Terms and Conditions.
 - a. Final inspection, testing, and acceptance for the start of the warranty period of the Improvements shall comply with the City's acceptance requirements. Specifically, but not by way of limitation, Developer shall warrant that:
 - i. The title conveyed shall be good and its transfer rightful;

- ii. The Improvements are installed in a good and workmanlike manner and in substantial compliance with the Construction Plans, the Plans and Specifications and the requirements of this Agreement;
 - iii. The Improvements are constructed within streets or easements dedicated to the City on the Subdivision Plat;
 - iv. The Improvements shall be conveyed free from any security interest or other lien or encumbrance; and
 - v. The Improvements shall be free of any defects in materials or workmanship for the warranty period. The warranty period shall automatically be extended until such Improvements are repaired and made acceptable.
 - b. At the end of the warranty period, the City shall assume full responsibility for repairs and maintenance of the Improvements identified on Exhibit B as would normally be the responsibility of the City by law, and upon request of the Developer, the City shall deliver to Developer a recordable, executed document, which releases the Property from any further effect of this Agreement.
8. Improvements Guarantee. The total amount of required security for the Improvements shall be as specified on Exhibit B, plus 25%.
- a. In order to secure the construction and installation of the Improvements, Developer agrees to provide a surety bond, letter of credit, or other suitable form of guarantee as selected by Developer at its option (the "Improvements Guarantee"), in a form and content satisfactory to the City Attorney, in which the City is designated as the beneficiary of an amount equal to 125% of the total cost for the Improvements based on the total costs set forth in the ECE listed on Exhibit B of this Agreement. Developer shall complete the Improvements in accordance with the Schedule shown in Exhibit C. Developer may request extensions of up to one year within which to complete the Improvements, however, Developer shall make such extension requests at least thirty days prior to the expiration of time frames established within the Schedule. Any extension request shall require review and approval by the Public Works Department, and may require an extension or increase in the Improvements Guarantee, as necessary to cover inflation, real or anticipated.
 - b. Within ten (10) days of the Acceptance Date and the start of the warranty period, and performance of the conditions and requirements of this Agreement secured by the Improvements Guarantee, and upon the approval of the City Manager or his designee, the Improvements Guarantee shall be released to Developer with the City reserving 25% of the Improvements Guarantee until the completion of the warranty period. If the Improvements are not completed within the required time, after providing Developer notice of default and opportunity to cure as set forth in Section 13 the Improvements Guarantee may be called by the City and the monies

may be used to complete the Improvements; provided, however, that if such Improvements Guarantee is not sufficient to pay the actual costs, Developer shall be responsible for the balance. The final 25% of the Improvements Guarantee shall be released to Developer upon the expiration of the warranty period, or when all repairs of the Improvements are completed, whichever date is later.

- c. The required security for the Improvements is the amount mutually agreed upon by Developer and the City as set forth herein. The parties agree that this amount does not necessarily reflect the City's estimate of what the actual cost to the City would be if the City were required to fund construction of all of the Improvements. In the event the costs of the Improvements exceed the amount set forth above, Developer shall be solely responsible for the actual cost. The purpose of Exhibit B is solely to determine the amount of security. No representations are made as to the accuracy of these estimates, and Developer agrees to pay the actual costs of all such Improvements.
 - d. The parties expressly agree that Developer's preparation and submission to the City of "as-built drawings" and a summary of construction costs for the Improvements to be dedicated to the City, and approval by the City of the as-built drawings and summary, are essential requirements of this Agreement. No releases of the Improvements Guarantee shall be granted by the City until such as-built drawings are provided and all Improvements are accepted by the City for start of the warranty period.
9. Title Policy/Phase I Environmental Report. Prior to the recordation of the Subdivision Plat for the Property, Developer shall provide the City a commitment for a title insurance policy, indicating that the property to be dedicated to the City is free and clear of all encumbrances, which would make the public dedications contained thereon or provided in connection therewith, unacceptable as the City in its sole discretion determines. Prior to the recordation of the Subdivision Plat for the Property, Developer shall also provide the City with a Phase I Environmental Report for the Property. If required by the City, Developer shall also provide the City with a Phase II and/or Phase III Environmental Report for the Property. Such environmental reports shall be prepared by a certified environmental engineer and the costs of City review of such reports shall be paid by Developer. In the event the title commitment or the Phase I Environmental Report reflect encumbrances or conditions, which would make the public dedications unacceptable, the City shall notify the Developer, who shall cure or otherwise remove or subordinate said encumbrances to the satisfaction of the City prior to the recordation of the Subdivision Plat.
10. Conditions of Certificate of Occupancy. In addition to all requirements of the Littleton City Code and any requirements imposed by operation of state, federal, or local law, no certificate of occupancy on any part of the Property shall be issued until:
- a. This Agreement has been recorded in the Clerk and Recorder's Office of the county where the Property is located, and a recorded copy is on file in the Office of the City Clerk.

- b. All Improvements have been accepted at the end of the warranty period, or a Improvements Guarantee to secure all Improvements has been provided in accordance with this Agreement.

11. Special Terms and Conditions. Developer shall comply with the special terms and conditions described on Exhibit D, attached hereto and incorporated herein by this reference.

12. Voluntary Action of Developer. Developer agrees that the provisions and requirements of this Agreement are entered into with full knowledge, free will and without duress. Developer agrees and desires that the agreements contained herein regarding the payment of fees, installation and dedication of the Improvements, and conditions for subdivision and building approvals, including the incorporation of any provision of applicable Plans and Specifications, are imposed by contract, independent of the continued validity or invalidity of any of the provisions of state law or the Plans and Specifications. The agreements to pay fees, and construct and dedicate the Improvements or provide security are reasonable and binding commitments on the part of Developer and reasonably relate to Developer's estimates of the extent and timing of impacts that are expected to occur from the development of the Property, and are in rough proportion to such impacts.

13. Breach by Developer; City's Remedies. In the event of any default or breach by Developer or City of any term, condition, covenant or obligation under this Agreement, the City Manager or his designee shall be notified immediately. The City may take such action as it deems necessary to protect the public health, safety, and welfare; to protect lot buyers and builders, and to protect the citizens of the City from hardship. The Developer may also take action as deemed necessary and available at law to enforce this Agreement (subject to the same notice and right to cure to be given to City by Developer as provided in subsection f. below.). The City's remedies include:

- a. The refusal to issue to Developer any building permit or certificate of occupancy; provided, however, that this remedy shall not be available to the City until after the affidavit described below has been recorded;
- b. The recording, with the Clerk and Recorder of the county where the Property is located, of an affidavit, approved in writing by the City Attorney and signed by the City Manager or his designee, stating that the terms and conditions of this Agreement have been breached by Developer. At the next regularly scheduled City Council meeting, the City Council shall either approve the filing of said affidavit or direct the City Manager to file an affidavit stating that the default has been cured. An affidavit signed by the City Manager or his designee and approved by the City Council stating that the default has been cured shall remove this restriction;
- c. A demand that the security given for the completion of the Improvements be paid or honored;
- d. The refusal to consider further development plans on the Property; and/or
- e. Any other remedy available at law.

- f. Unless necessary to protect the immediate health, safety, and welfare of the City or City residents, the City shall provide Developer thirty (30) days' written notice of its intent to take any action under this paragraph or Section 14 below during which thirty-day period Developer may cure the breach described in said notice and prevent further action by the City. Furthermore, unless an affidavit as described above has been recorded with the applicable county's Clerk and Recorder, any person dealing with Developer shall be entitled to assume that no default by Developer has occurred hereunder unless a notice of default has been served upon Developer as described above, in which event Developer shall be expressly responsible for informing any such third party of the claimed default by the City.
14. City Right to Complete Improvements. Upon breach by Developer hereunder and after notice as provided in Section 13 above and failure of Developer to cure such breach, the City shall have the right to call the Improvements Guarantee and use the monies to complete the Improvements either by itself or by contract with a third party or by assignment of the its rights to a successor developer who has acquired the Property by purchase, foreclosure or otherwise.
15. Assignment. This Agreement may not be assigned by Developer without the prior written consent of the City, which consent shall not be unreasonably withheld. The City hereby approves in advance the assignment to KB Home Colorado Incorporated (KB) should KB Home purchase the Property. Upon KB's completion of its purchase of the Property, KB Home will be assigned this Agreement. At such time, Developer shall so notify the City in writing together with KB's written agreement to be bound by the terms and conditions contained herein and the contact information of KB to the updated Section 31 below regarding notices.
16. Waiver of Defects. In executing this Agreement, Developer waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the City to impose conditions on Developer as set forth herein, and concerning the procedure, substance, and form of the ordinances or resolutions adopting this Agreement.
17. Final Agreement. This Agreement supersedes and controls all prior written and oral agreements and representations of the parties and is the total integrated agreement between the parties.
18. Modifications. This Agreement shall not be amended, except by subsequent written agreement of the parties.
19. No Third Party Beneficiaries. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to City and Developer, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third person. It is the express intention of City and Developer that any person other than City or Developer and their successors and assigns receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

20. Additional Documents or Action. The parties agree to execute any additional documents and to take any additional action necessary to carry out this Agreement.
21. Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this Agreement or any part thereof.
22. Covenant Running with the Land. This Agreement shall be a covenant running with the land and shall be recorded in the real property records of the county where the Property is located, so that prospective purchasers and other interested parties are on notice as to the terms and provisions hereof. The parties agree that this Agreement and all obligations contained herein shall remain with the Property, for the Developer or any future owner(s) of the Property, or any portion thereof.
23. Indemnification. Developer shall indemnify and hold harmless the City from any and all suits, actions, or claims, of every nature and description, which arise from or on account of the construction or installation of the Improvements; and any and all suits, actions, or claims, which arise from or as a result of Developer's breach of any of its obligations hereunder or the negligent or willful misconduct of Developer or any of its employees, agents or contractors; and Developer shall pay any and all judgments rendered against the City as a result of any suit, action, or claim, together with all reasonable expenses and attorney's fees incurred by the City in defending any such suit, action or claim.
24. Insurance. Developer shall require all contractors engaged in the construction of the Improvements maintain workers' compensation insurance. Before proceeding with the construction of the Improvements, Developer shall provide the City with written evidence of property damage insurance and bodily injury insurance in an amount not less than the maximum amount of liability as may be specified by the Colorado Governmental Immunity Act, and protecting the City against any and all claims for damages to person or property resulting from construction and/or installation of any Improvements pursuant to this Agreement. The policy shall provide that the City shall be notified at least thirty days in advance of any reduction in coverage, termination or cancellation of the policy. Developer shall require that all contractors and other employees engaged in the construction of the Improvements shall maintain adequate workmen's compensation insurance and liability coverage in limits not less than those described above.
25. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective heirs, successors, and assigns.
26. Invalid Provision. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect. It is the intention of the parties hereto that, if any provision of this Agreement is capable of two constructions, one of which would render the provision void, and the other of which would render the provision valid, then the provision shall have the meaning, which renders it valid.

27. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in the county where the Property is located.
28. Attorneys' Fees; Survival. Should this Agreement become the subject of litigation, the substantially prevailing party shall be entitled to, and the failing party shall pay, all reasonable attorneys' fees, expenses, and court costs. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.
29. Authority. Each person signing this Agreement represents and warrants that he is fully authorized to enter into and execute this Agreement, and to bind the party it represents to the terms and conditions hereof.
30. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument.
31. Notice. All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party by notice so given may change the address to which future notices shall be sent.

Notice to City:

City of Littleton
City Manager
2255 West Berry Avenue
Littleton, CO 80120

Notice to Developer:

Jamison Street Partners, LLC
8095 East Prentice Avenue
Greenwood Village, CO
80111

WHEREAS, the parties have executed this Agreement as of the date first set forth above.

DEVELOPER

Jamison Street Partners, LLC a
Colorado Limited Liability Company

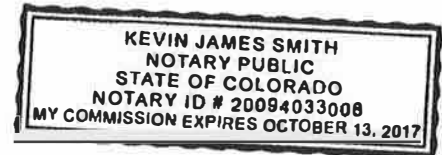
By: [Signature]
Name: Derek Vanderkay
Title: President

STATE OF Colorado)
)ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 26th day of
October, 2016 by Derek Vanderkay as President of
Jamison Street Partners, LLC, Colorado Limited Liability Company

My commission expires:
10/13/17

[Signature]
Notary Public



CITY:

CITY OF LITTLETON, a municipal
corporation

ATTEST

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

APPROVED AS TO FORM

City Attorney

EXHIBIT A
(Legal Description of Property)

The land referred to in Schedule A is situated in the County of Arapahoe, State of Colorado and is described as follows:

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH,
RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO

BEING MORE PARTICULARLY DESCRIBED AND BOUNDED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID QUARTER SECTION; THENCE NORTH 1030.9 FEET ALONG THE EAST LINE OF SAID QUARTER SECTION; THENCE WEST 560.0 FEET PARALLEL TO THE SOUTH LINE OF SAID QUARTER SECTION TO THE POINT OF BEGINNING; THENCE CONTINUING WEST 361.5 FEET PARALLEL TO THE SOUTH LINE OF SAID QUARTER SECTION; THENCE NORTH 361.5 FEET PARALLEL TO THE EAST LINE OF SAID QUARTER SECTION; THENCE EAST 361.5 FEET PARALLEL TO THE SOUTH LINE OF SAID QUARTER SECTION; THENCE SOUTH 361.5 FEET PARALLEL TO THE EAST LINE OF SAID QUARTER SECTION TO THE POINT OF BEGINNING.

ALSO DESCRIBED AS:

A PARCEL OF LAND SITUATED IN THE NORTHWEST ONE-QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE CENTER CORNER OF SAID SECTION 34; THENCE NORTH 28°31'56" WEST, A DISTANCE OF 1172.33 FEET TO A 3" BRASS CAP ON A 3"- DIAMETER METAL PIPE, PAINTED YELLOW, STAMPED "DWD, PROP., COR., LS 16398 1982", ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 89°51'02" WEST, A DISTANCE OF 361.33 FEET TO A 3" BRASS CAP IN CONCRETE BASE, STAMPED "DED, PROP., COR., LS 16398 1982"; THENCE NORTH 00°01'53" WEST, A DISTANCE OF 361.41 FEET TO A 3" BRASS CAP ON A 3"-DIAMETER METAL PIPE, PAINTED YELLOW, STAMPED "DMWW, PROP, *, COR, 1972, LS 7104"; THENCE NORTH 89°50'03" EAST, A DISTANCE OF 361.54 FEET TO A 3" BRASS CAP ON A 3"-DIAMETER METAL PIPE, PAINTED YELLOW, STAMPED "DMWW, PROP, *, COR, 1972, LS 7104"; THENCE SOUTH 00°00'07" WEST, A DISTANCE OF 361.52 FEET TO THE POINT OF BEGINNING.

EXHIBIT B
**(Itemization of Improvements and
Attachment of ECE of Construction Costs)**

The Improvements are outlined in the attached cost estimate (4 pages, the "ECE") and more specifically detailed in the following Construction Costs:

OPINION OF PROBABLE COSTS - SUMMARY

Prepared for: KB Homes
 Project: Jamison Village
 Job No: 155001
 Date:

BID PACKAGE	PACKAGE COST	COMMENTS
Public Sanitary, Water, Asphalt	\$ 465,542.30	
Private Improvements Storm, Concrete, Misc	\$ 594,119.00	
LANDSCAPING	\$ 309,408.86	
CONSTRUCTION SUBTOTAL	\$1,369,064	

CONSTRUCTION GRAND TOTAL	\$1,369,064
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125% Bonding

\$1,711,330.20

EXHIBIT A - OPINION OF PROBABLE COST - PUBLIC IMPROVEMENTS

0

Prepared for: Jamison Village, LLC
 Project: Jamison Village
 Job No: 154001
 Date: July 8, 2016



**B ENGINEERING
CONSULTANTS**

ITEM NO.	SECTION	Items	Quantity	Unit	Unit Cost	Total Cost	Comment
	Water	Connect to Existing	3	EA	\$ 2,000.00	\$ 6,000.00	
	Water	12" Waterline (in Jamison)	90	LF	\$ 65.00	\$ 5,850.00	
	Water	12" Gate Valve	3	EA	\$ 1,500.00	\$ 4,500.00	
	Water	12" Fitting	2	EA	\$ 1,100.00	\$ 2,200.00	
	Water	8" Fittings	1	EA	\$ 900.00	\$ 900.00	
	Water	8" Gate Valve	1	EA	\$ 1,200.00	\$ 1,200.00	
	Water	6" Waterline	965	LF	\$ 35.00	\$ 33,775.00	
	Water	4" Waterline	145	LF	\$ 35.00	\$ 5,075.00	
	Water	6" Gate Valve	7	EA	\$ 1,000.00	\$ 7,000.00	
	Water	6" Fittings	5	EA	\$ 900.00	\$ 4,500.00	
	Water	4" Fittings	3	EA	\$ 900.00	\$ 2,700.00	
	Water	Blow Off	4	EA	\$ 1,200.00	\$ 4,800.00	
	Water	Fire Hydrant Assembly (Tee/Di.P/Valve/FH Assembly)	1	EA	\$ 5,000.00	\$ 5,000.00	
	Water	Service Connections	36	EA	\$ 2,500.00	\$ 90,000.00	
	Water	Irrigation Tap	1	EA	\$ -	\$ -	
	Water	Steel Sleeve	42	LF	\$ 250.00	\$ 10,500.00	
					Water Sub total	\$ 184,000.00	
	Sanitary	Connect to Existing	1	EA	\$ 6,000.00	\$ 6,000.00	
	Sanitary	8" Sanitary Sewer Line	867	LF	\$ 50.00	\$ 43,350.00	
	Sanitary	4" Sanitary MH	8	EA	\$ 7,500.00	\$ 60,000.00	
	Sanitary	Service Connections	36	EA	\$ 850.00	\$ 30,600.00	
	Sanitary	Offsite MH (includes Pavement Replacement)	1	EA	\$ 12,000.00	\$ 12,000.00	
	Sanitary	Offsite Sanitary Sewer Line (line and bore under wall)	1	LS	\$ 15,000.00	\$ 15,000.00	
					Sanitary Sewer Sub total	\$ 166,950.00	
	Pavement	Asphalt Pavement - 8" Thick/118 SY @ .055 sy*In/Tn	52	TN	\$ 80.00	\$ 4,160.00	
	Pavement	Concrete Pavement		SY	\$ 50.00	\$ -	
	Pavement	Curb & Gutter	190	LF	\$ 15.00	\$ 2,850.00	
	Pavement	Concrete Crossspan	870	SF	\$ 5.62	\$ 4,889.40	
	Pavement	Handicap Ramps	4	EA	\$ 1,200.00	\$ 4,800.00	
	Pavement	Offsite Trail		SY	\$ 35.00	\$ -	
	Pavement	Street Asphalt Cut Patch/Repair	1	LS	\$ 150.00	\$ 150.00	
	Pavement	Sidewalk	860	SY	\$ 35.00	\$ 30,100.00	
					Pavement Sub total	\$ 46,949.40	
					Construction Sub-total (CT)	\$ 397,899.40	
					15% Survey (testing etc)	\$ 59,684.91	
					2% As. build	\$ 7,957.99	
					Construction Total (CT)	\$ 465,542.30	

Authorized Representative of KB Homes

"By Signing I acknowledge that I have reviewed and agree with this estimate."

EXHIBIT B - OPINION OF PROBABLE COST - PRIVATE IMPROVEMENTS

0

Prepared for: Jamison Village, LLC
 Project: Jamison Village
 Job No: 154001
 Date: July 8, 2016



ITEM NO.	SECTION	Items	Quantity	Unit	Unit Cost	Total Cost	Comment
	Storm						
	Storm	18" RCP	9	LF	\$ 45.00	\$ 405.00	
	Storm	Rip Rap (16.3 sy @ 2.5 sy per ton)	41	TN	\$ 150.00	\$ 6,150.00	
	Storm	5' Storm MH	1	EA	\$ 5,000.00	\$ 5,000.00	
	Storm	Detention Pond Outlet Structure	1	LS	\$ 15,000.00	\$ 15,000.00	
	Storm	12" PVC Roof Drains	920	LF	\$ 22.00	\$ 20,240.00	
	Storm	4" Perforated PVC Sand Basin Drains With sand filter Basin	80	LF	\$ 22.00	\$ 1,760.00	
	Storm	Retaining Wall	348	FF	\$ 30.00	\$ 10,440.00	
	Storm	Sand Filter Basin	1	LS	\$ 20,000.00	\$ 20,000.00	
	Storm	Connection to Existing storm	1	LS	\$ 3,000.00	\$ 3,000.00	
		Storm Drainage Subtotal				\$ 81,995.00	
	Pavement	Asphalt Pavement - 8" Thick / 5446 SY @ .055 sy*in/tn		TN	\$ 80.00	\$ -	
	Pavement	Concrete Pavement	3194	SY	\$ 100.00	\$ 319,400.00	
	Pavement	Curb & Gutter	507	LF	\$ 15.00	\$ 7,605.00	
	Pavement	Tall Curb & Gutter	26	LF	\$ 25.00	\$ 650.00	
	Pavement	Concrete Crossspan		SF	\$ 5.62	\$ -	
	Pavement	Handicap Ramps	3	EA	\$ 1,200.00	\$ 3,600.00	
	Pavement	Offsite Trail		SY	\$ 35.00	\$ -	
	Pavement	Sidewalk	885	SY	\$ 35.00	\$ 30,975.00	
		Pavement Subtotal				\$ 362,230.00	
	Misc	Fence (Perimeter)	1086	LF	\$ 25.00	\$ 27,150.00	
	Misc	Gated Entrance	1	LS	\$ 7,500.00	\$ 7,500.00	
	Misc	Irrigation	32670	SQ.FT	\$ 1.00	\$ 32,670.00	
	Misc	Removal of Power Lines	1	LS	\$ 1,575.00	\$ 1,575.00	
		Signage Subtotal				\$ 68,895.00	
	Signage	Development Signage	1	LS	\$ 3,500.00	\$ 3,500.00	
		Signage Subtotal				\$ 3,500.00	
Construction Sub-total (CT) \$						516,620.00	
15% Survey testing etc.) \$						77,493.00	
Construction Total (CT) \$						594,113.00	
<p>Authorized Representative of KB Homes</p> <p>*By Signing I acknowledge that have reviewed and agree with this estimate.</p>							

Opinion of Probable Cost

Jamison Village
City of Littleton
September 15, 2016

Description	Size	Quantity	Unit Price	Total Price
Demolition				
Tree Removal		17 ea	\$400.00	\$6,800.00
Site Work				
Site Lighting - Street Light		1 ea	\$10,500.00	\$10,500.00
Site Lighting - Bollard		11 ea	\$5,500.00	\$60,500.00
Hardscape				
Landscape Edger		1180 lf	\$5.00	\$5,900.00
Landscape Materials				
Deciduous Trees 2.5" Caliper		12 ea	\$500.00	\$6,000.00
Ornamental Trees 6' Clump		4 ea	\$395.00	\$1,580.00
Ornamental Trees 2" Caliper		32 ea	\$425.00	\$13,600.00
Deciduous Shrubs #5 Container		313 ea	\$34.00	\$10,642.00
Evergreen Shrubs #5 Container		45 ea	\$42.00	\$1,890.00
Ornamental Grass #1 Container		202 ea	\$18.50	\$3,737.00
Perennials #1 Container		153 ea	\$15.00	\$2,295.00
Kentucky Bluegrass Sod				
With Soil Preparation		8559 sf	\$0.78	\$6,676.02
Planting Bed				
With Ced 3" Depth		17814 sf	\$1.25	\$22,267.50
Weed Barrier Fabric		17814 sf	\$0.18	\$3,227.84
Planting Bed				
With Roc 3" Depth		5395 sf	\$1.25	\$6,743.75
Weed Barrier Fabric		5395 sf	\$0.18	\$977.56
Irrigation				
Irrigation (Drip)		17814 sf	\$1.85	\$32,955.90
Irrigation (Pop-up Spray Tree)		8559 sf	\$0.70	\$5,991.30
Fencing				
Cedar Privacy Fence 6' Height		2913 lf	\$25.00	\$72,825.00
Cedar Gate 6' Height		36 ea	\$300.00	\$10,800.00
Miscellaneous				
Mail Boxes		2 ea	\$7,000.00	\$14,000.00
Pet Waste Station		1 ea	\$1,500.00	\$1,500.00
Entry Monument		1 ea	\$8,000.00	\$8,000.00
Subtotal				\$309,408.86
Grand Total				\$309,408.86

Qualifications:

1 Prices do not include applicable taxes.

EXHIBIT C
(Construction Schedule)

All Improvements are to be completed no later than December 31, 2017.

EXHIBIT D
(Special Terms and Conditions)

Developer shall comply with the following special terms and conditions:

Specific Terms and Conditions Applicable to the Improvements.

a. Water and Sanitary Sewer.

- i. Developer shall connect to City lines for sanitary sewer service. City imposes a tap fee and service fee. Design, installation, ownership, maintenance, warranty and acceptance requirements of the sanitary sewer facilities shall be in accordance with City's rules and regulations.
- ii. Resolution of problems associated with sediment deposition or clogging of sanitary sewer mains by construction debris from the Property shall be the responsibility of Developer.
- iii. The Developer shall design and install water lines and other water improvements in accordance with Denver Water Board standards and specifications and subject to approval by the Denver Water Board and City of Littleton Fire Department.

b. Storm Drainage.

- i. Developer shall install and maintain required erosion control measures (such as straw bales and silt fences) per the approved Erosion and Sediment Control Plan prepared by Developer to protect adjoining properties from silt and sediment deposition until vegetation has progressed to a state to deem such measures unnecessary.
- ii. Developer's engineer will certify, as requested by the City, that phased erosion and sediment control measures are completed according to the approved Erosion and Sediment Control Plan. Resolution of problems associated with the storm drainage system due to erosion and sediment deposits or clogging by construction debris shall be the responsibility of Developer.

c. Traffic Signalization. Not Applicable

d. Utility Lines. Not applicable.

e. Streets. Private street improvements as applicable are set forth in Exhibit B

- f. Landscaping, irrigation, fencing and signage. To the extent applicable as listed in Exhibit B, all special terms and conditions, if any, are set forth in the applicable Construction Plans.)

Private Improvements

All private improvements as shown within the Construction Plans shall be installed prior to issuance of a certificate of occupancy for any part of the Property or a private improvements guarantee to secure completion of all private improvements shall be provided to the City, in form and content acceptable to the City.

Additional Terms and Conditions – none.

PERMANENT SANITARY SEWER EASEMENT

SOUTHBRIDGE TERRACES HOMEOWNERS ASSOCIATION, INC., Grantor, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Grantor, does, for itself and on behalf of its heirs, successors and assigns, hereby grants and conveys to the CITY OF LITTLETON, a municipal corporation of the State of Colorado, the Grantee, its successors and assigns, a right of entry and permanent non-exclusive sanitary sewer easement on that property described and depicted in Exhibit "A" (consisting of two pages), which is attached hereto and incorporated herein by this reference (hereinafter the "Easement Premises"), upon which to construct, reconstruct, operate, remove, repair and maintain sanitary sewer facilities across, on, under and through the Easement Premises, said Easement Premises lying and being in the City of Littleton, County of Arapahoe, State of Colorado.

Grantor warrants that it has full right and lawful authority to make the grant herein contained, and promises and agrees to defend Grantee in the exercise of its rights hereunder against any defect in Grantor's title to the land involved or Grantor's right to make the grant herein contained, subject to easements, rights-of-way, restrictions and reservations of record and in particular that certain Easement Agreement dated November 1, 2016 and recorded upon the public records of Arapahoe County, Colorado on November 1, 2016 at Reception No. D6125861 ("Water Line Easement") and that certain Utility Easement Agreement ("UEA") dated November 3, 2015 and recorded upon the public records of Arapahoe County, Colorado on December 14, 2015 at Reception No. D5142379, both conveyed by Grantor for the benefit of certain adjacent property owned by the South Suburban Park and Recreation District as described on Exhibit B, which is attached hereto and incorporated herein by this reference (hereinafter the "Benefited Property").

Subject to and limited by the terms and provisions of the Water Line Easement and the UEA, Grantor covenants to and with Grantee that the Grantee's officers, agents or employees may at any or all times when necessary or convenient to do so, go over and upon said Easement Premises, and do and perform any and all acts necessary and convenient to the carrying into effect of the purposes for which this grant is made.

Grantor hereby reserves the right to use and enjoy the Easement Premises for any purposes which are not inconsistent with, and do not interfere with, the easement and rights herein granted to Grantee, such reservation includes Grantor's right to install, in accordance with all applicable codes, landscaping and other improvements in the future and the right to maintain, repair and replace the retaining wall and other improvements and landscaping currently located within the Easement Premises. Grantee agrees to restore the Easement Premises to the condition it was in immediately prior to any maintenance, construction, use, installation, improvement, or other activities undertaken herein by Grantee.

By way of explanation and without in any way limiting any of Grantor's rights and remedies hereunder, nothing herein contained shall abridge or be deemed to modify the obligations under the UEA of the owner of the Benefited Property, including the obligation that any damage to the Easement Premises caused by or occurring during construction, use, improvement and/or maintenance of the sanitary sewer facilities within the Easement Premises, or arising from any leakage from such facilities be repaired and restored to its previous condition by the owner of the Benefited Property, as more particularly set forth in the UEA.

[SIGNATURE PAGE FOLLOWS]

SIGNED this 31st day of October, 2016

GRANTOR
SOUTHBRIDGE TERRACES HOMEOWNERS
ASSOCIATION, INC.

By: Paula Mindell
PAULA MINDELL

Printed name: Paula Mindell

Title: President

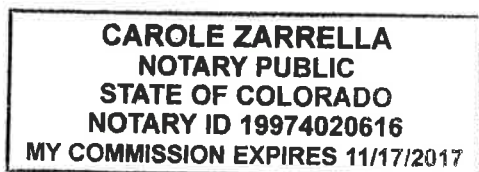
ATTEST:

Diana Rouse
Diana Rouse

COUNTY OF ARAPAHOE)
)ss.
STATE OF COLORADO)

The foregoing instrument was acknowledged before me this 31st day of
October, 2016 by Paula Mindell as President of Southbridge Terraces Homeowners
Association, Inc.

My Commission Expires: 11/17/2017



Carole Zarrella
Notary Public

On behalf of the City of Littleton, in accordance with City Code Section 8-12-1, the City Manager of
the City of Littleton hereby accepts the foregoing Permanent Sanitary Sewer Easement.

[Signature]
City Manager

11/2/2016
Date

EXHIBIT A

LEGAL DESCRIPTION

A parcel of land in the Northwest One-Quarter of Section 34, Township 5 South, Range 68 West of the 6th Principal Meridian, City of Littleton, County of Arapahoe, State of Colorado, being a part of Block 2 Common Area, First Replat of Southbridge Filing No. 8 (recorded under Reception No. 94-068994), said parcel being more particularly described as follows:

Basis of Bearings: Bearings are based upon the East Line of the Northwest One-Quarter of Section 34, said to bear North 00°00'27" East, a distance of 2645.23 Feet between the monuments listed below:

Center Corner of Section 34 - monumented by a 0.75-Inch diameter metal axle, 0.5 Foot down in a range box with an asphalt covered lid at the intersection of South Broadway and Mineral Avenue;

North One-Quarter Corner of Section 34 - monumented by a 3.25-Inch aluminum cap, 0.7 Foot down in a range box with "WATER" on the lid at the intersection of South Broadway and Dry Creek Road, stamped "JF SATO ASSOC, __ R68W, 1/4. S27, -*-, S34, 200 __, __ 35585";

Commencing at said Center Corner of Section 34;

Thence North 21°55'16" West, a distance of 1499.91 Feet to a corner of said First Replat of Southbridge Filing No. 8, also being the Northeast Corner of a parcel of land described by Deed recorded in Book 4273 at Page 272, also being the **Point of Beginning**;

Thence South 89°50'03" West along the South line of said First Replat of Southbridge Filing No. 8, also being the North line of said parcel of land recorded in Book 4273 at Page 272, a distance of 26.61 Feet;

Thence North 19°50'15" East, a distance of 22.40 Feet to the Southerly Right-of-Way line of West Jamison Circle;

Thence South 70°09'45" East along said Southerly Right-of-Way line of West Jamison Circle, a distance of 25.00 Feet;

Thence South 19°50'15" West, a distance of 13.30 Feet to the **Point of Beginning**;

The above described parcel description contains 446 Square Feet (0.010 Acres) more or less.

I hereby certify that the above parcel description was prepared under my direct supervision.



Eric D. Carson, PLS

Prepared For and on Behalf of
CWC Consulting Group Inc.
210 Front Street
Castle Rock, Colorado 80104
Phone: (303) 980-9104

NORTH ONE-QUARTER CORNER OF SECTION 34
 3.25" ALUMINUM CAP, 0.7' DOWN IN A RANGE
 BOX WITH "WATER" ON THE LID, STAMPED "JF
 SATO ASSOC, __ R68W, 1/4. S27,
 -*-, S34, 200-, __ 35585"

WEST JAMISON CIRCLE
 (50' PUBLIC R.O.W.)

SOUTHERLY RIGHT-OF-WAY
 LINE OF WEST JAMISON CIRCLE

BLOCK 2 COMMON AREA
 FIRST REPLAT OF
 SOUTHBRIDGE FILING NO. 8
 (RECP. NO. 94-68994)

SOUTH LINE OF
 FIRST REPLAT OF
 SOUTHBRIDGE FILING NO. 8

NORTH LINE OF
 BOOK 4273, PAGE 272

**NE 1/4
 SECTION 34**

BOOK 4273, PAGE 272

POINT OF BEGINNING
 NORTHEAST CORNER
 BOOK 4273, PAGE 272

S70°09'45"E 25.00'

N19°50'15"E 22.40'

S89°50'03"W 26.61'

S19°50'15"W 13.30'

N21°55'16"W 1499.91' (TIE)

EAST LINE OF THE NORTHWEST
 ONE-QUARTER OF SECTION 34
 N00°00'27"E 2645.23'

BASIS OF BEARINGS

POINT OF COMMENCEMENT
 CENTER CORNER OF SECTION 34

0.75" Ø METAL AXLE, 0.5' DOWN IN A
 RANGE BOX WITH ASPHALT COVERED LID



210 FRONT STREET
 CASTLE ROCK, COLORADO 80104
 TELEPHONE: 303-396-2700
 FAX 303-396-2701

CWC CONSULTING GROUP
 CIVIL ENGINEERING • LAND SURVEYING • CONSTRUCTION SERVICES

**Exhibit A
 25' LITTLETON UTILITY
 EASEMENT**

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

DRAFTED: SLG3

CHECKED: EDC

DATE: 10/20/2016

JOB NO. CWC#120-00088

PAGE: 2 OF 2

SCALE: 1"=10'

PREPARED FOR:

**WESTSIDE INVESTMENT
 PARTNERS, INC.**

EXHIBIT B
LEGAL DESCRIPTION OF BENEFITED PROPERTY

101 West Jamison Avenue in the City of Littleton, Colorado legally described as follows:

A parcel of land situated in the NW $\frac{1}{4}$ of Section 34, Township 5 South, Range 68 West of the 6th P.M., Arapahoe County, Colorado, being more particularly described as follows:

Commencing at the southeast corner of said quarter section; thence north 1030.9 feet along the east line of said quarter section; thence west 560.0 feet parallel to the south line of said quarter section to the point of beginning; thence continuing west 361.5 feet parallel to the south line of said quarter section; thence north 361.5 feet parallel to the east line of said quarter section; thence east 361.5 feet parallel to the south line of said quarter section; thence south 361.5 feet parallel to the east line of said quarter section to the point of beginning.

Also known as Parcel No. 2077-34-2-00-002, and 101 West Jamison Avenue, Littleton, Colorado.

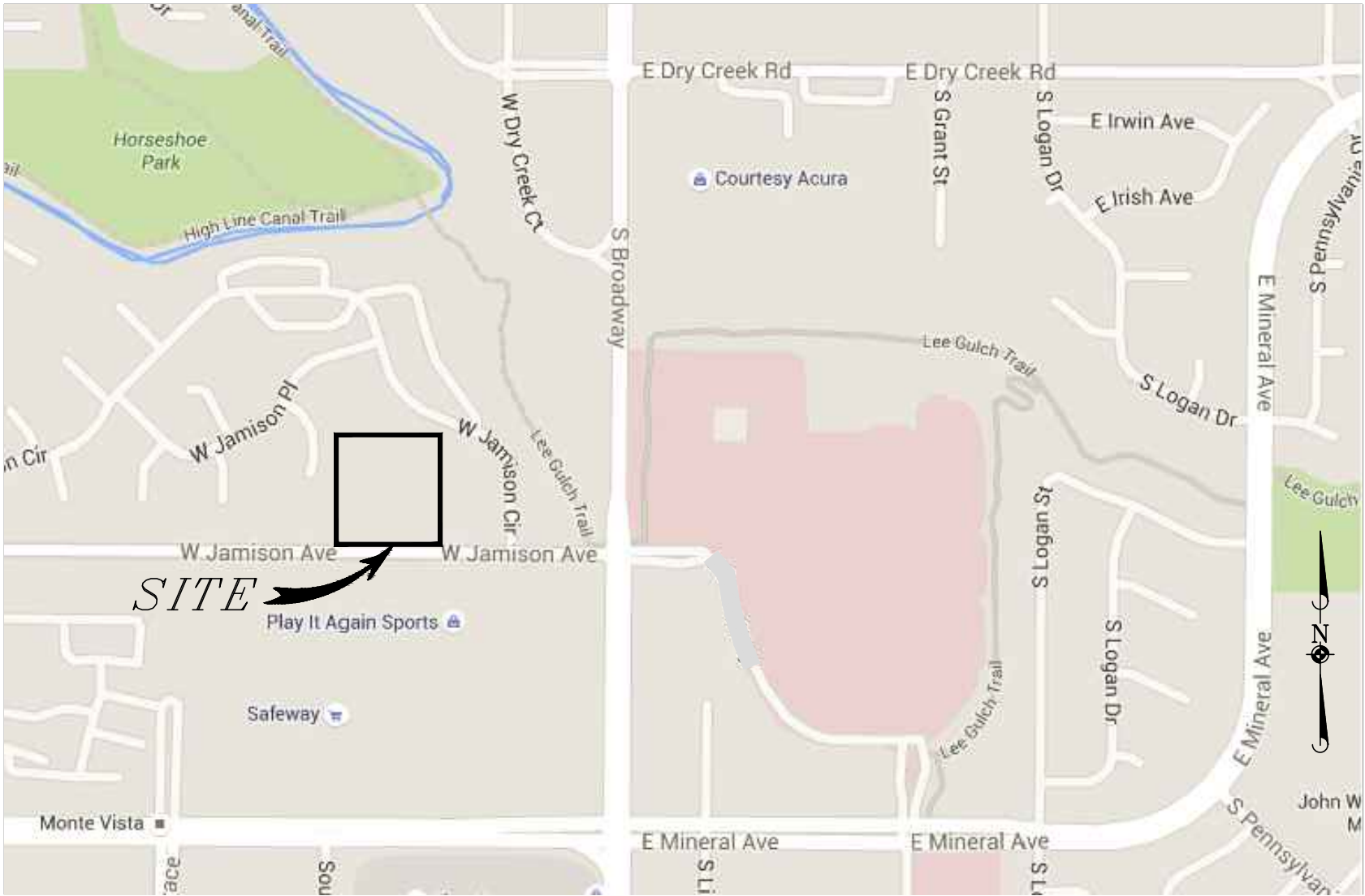
OWNER:
SOUTH SUBURBAN METROPOLITAN RECREATION AND PARK DISTRICT
6631 SOUTH UNIVERSITY BOULEVARD
CENTENNIAL, COLORADO 80121-2913
TELEPHONE: 303-798-5131

DESIGNER/ENGINEER:
J3 ENGINEERING CONSULTANTS
6505 SOUTH PARIS STREET, SUITE B
CENTENNIAL, COLORADO 80111
TELEPHONE: 303-368-5601

SURVEYOR:
CWC CONSULTING GROUP, INC
210 FRONT STREET
CASTLE ROCK, COLORADO 80104
TELEPHONE: 303-395-2700

JAMISON VILLAGE

FINAL PLAT
BEING A PART OF THE NORTHWEST ONE-QUARTER OF SECTION 34,
TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO
CASE NO. MAJ 16-0001



LOCATION MAP

(NOT TO SCALE)

TRACT TABLE				
TRACT	AREA	OWNERSHIP	MAINTENANCE	PURPOSE
A	32,664 SQ. FT.	HOME OWNERS ASSOCIATION	HOME OWNERS ASSOCIATION	PRIVATE ROAD, PARKING
B	13,847 SQ. FT.	HOME OWNERS ASSOCIATION	HOME OWNERS ASSOCIATION	COMMON OPEN SPACE, GUEST PARKING, PRIVATE SIDEWALKS
C	8,808 SQ. FT.	HOME OWNERS ASSOCIATION	HOME OWNERS ASSOCIATION	LANDSCAPE, WATER QUALITY
D	2,866 SQ. FT.	HOME OWNERS ASSOCIATION	HOME OWNERS ASSOCIATION	LANDSCAPE
E	3,721 SQ. FT.	HOME OWNERS ASSOCIATION	HOME OWNERS ASSOCIATION	LANDSCAPE

CERTIFICATION OF DEDICATION AND OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS THAT SOUTH SUBURBAN METROPOLITAN RECREATION AND PARK DISTRICT BEING THE OWNERS OF CERTAIN LANDS IN THE CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATED IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF ARAPAHOE, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AND BOUNDED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID QUARTER SECTION; THENCE NORTH 1030.9 FEET ALONG THE EAST LINE OF SAID QUARTER SECTION; THENCE WEST 560.0 FEET PARALLEL TO THE SOUTH LINE OF SAID QUARTER SECTION TO THE POINT OF BEGINNING; THENCE CONTINUING WEST 361.5 FEET PARALLEL TO THE SOUTH LINE OF SAID QUARTER SECTION; THENCE NORTH 361.5 FEET PARALLEL TO THE EAST LINE OF SAID QUARTER SECTION; THENCE EAST 361.5 FEET PARALLEL TO THE SOUTH LINE OF SAID QUARTER SECTION; THENCE SOUTH 361.5 FEET PARALLEL TO THE EAST LINE OF SAID QUARTER SECTION TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 3.0 ACRES MORE OR LESS.

ALSO DESCRIBED AS:

A PARCEL OF LAND SITUATED IN THE NORTHWEST ONE-QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER CORNER OF SAID SECTION 34;

THENCE NORTH 28°31'56" WEST, A DISTANCE OF 1172.33 FEET TO A 3" BRASS CAP ON A 3"-DIAMETER METAL PIPE, PAINTED YELLOW, STAMPED "DWD, PROP., COR., _", LS 16398 1982", ALSO BEING THE POINT OF BEGINNING;

THENCE SOUTH 89°51'02" WEST, A DISTANCE OF 361.33 FEET TO A 3" BRASS CAP IN CONCRETE BASE, STAMPED "DED, PROP., COR., _", LS 16398 1982";

THENCE NORTH 00°01'53" WEST, A DISTANCE OF 361.41 FEET TO A 3" BRASS CAP ON A 3"-DIAMETER METAL PIPE, PAINTED YELLOW, STAMPED "DMWW, PROP., *, COR, 1972, _", 7104";

THENCE NORTH 89°50'03" EAST, A DISTANCE OF 361.54 FEET TO A 3" BRASS CAP ON A 3"-DIAMETER METAL PIPE, PAINTED YELLOW, STAMPED "DMWW, PROP., *, COR, 1972, LS 7104";

THENCE SOUTH 00°00'07" WEST, A DISTANCE OF 361.52 FEET TO THE POINT OF BEGINNING;

THE ABOVE DESCRIBED PARCEL CONTAINS 2.999 ACRES, MORE OR LESS.

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS, BLOCKS, TRACTS, PUBLIC WAYS AND EASEMENTS, AS SHOWN ON THIS PLAT, UNDER THE NAME AND STYLE OF JAMISON VILLAGE SUBDIVISION AND DO HEREBY DEDICATE AND CONVEY TO THE CITY OF LITTLETON, ARAPAHOE COUNTY, STATE OF COLORADO, APPROPRIATE UTILITY COMPANIES AND EMERGENCY ASSISTANCE ENTITIES, THE EASEMENTS SHOWN HEREON FOR THE PURPOSES STATED.

OWNER

I, ROB HANNA, OWNER, DOES HEREBY AGREE TO DEVELOP THE ABOVE DESCRIBED PROPERTY IN ACCORDANCE WITH THE USE, RESTRICTIONS, AND CONDITIONS CONTAINED HEREIN, AND CURRENT ORDINANCES, RESOLUTIONS, AND STANDARDS OF THE CITY OF LITTLETON, COLORADO.

OWNER: SOUTH SUBURBAN METROPOLITAN RECREATION AND PARK DISTRICT

SIGNATURE OF OWNER AND/OR AGENT

ADDRESS

ACKNOWLEDGEMENT:

STATE OF _____)

COUNTY OF _____)

THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____

2016, BY _____ AS _____

WITNESS MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

MY COMMISSION EXPIRES _____

MINERAL ESTATE OWNERS

I HAVE SEARCHED THE RECORDS OF THE ARAPAHOE COUNTY TAX ASSESSOR AND THE ARAPAHOE COUNTY CLERK AND RECORDER FOR THE LAND THAT IS SUBJECT OF THIS APPLICATION AND HAVE FOUND THAT NO MINERAL ESTATE OWNER IS IDENTIFIED THEREIN PURSUANT TO C.R.S. § 24-65.5-103.

SIGNATURE OF OWNER AND/OR AGENT

ADDRESS

SURVEYOR'S NOTES

1. DISTANCES ARE MARKED IN U.S. SURVEY FEET AND DECIMAL PLACES THEREOF. NO DIMENSION SHALL BE ASSUMED BY SCALE MEASUREMENT HEREON. DISTANCES AND/OR BEARINGS SHOWN IN PARENTHESIS (0.00') ARE RECORD OR DEED VALUES, NOT FIELD MEASURED.

2. THE LOCATION OF THE PROPERTY LINES SHOWN ON THE FACE OF THIS PLAT ARE BASED ON THE DESCRIPTION AND INFORMATION FURNISHED BY THE CLIENT, TOGETHER WITH THE TITLE COMMITMENT. THE PARCEL WHICH IS DEFINED MAY NOT REFLECT ACTUAL OWNERSHIP, BUT REFLECTS WHAT WAS SURVEYED. FOR OWNERSHIP, CONSULT YOUR TITLE COMPANY.

3. COMPARE THIS PLAT, LEGAL DESCRIPTION AND ALL SURVEY MONUMENTS BEFORE BUILDING, AND IMMEDIATELY REPORT ANY DISCREPANCIES TO THE SURVEYOR.

4. BASIS OF BEARINGS: ALL BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 34, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, SAID TO BEAR N00°00'27"E, A DISTANCE OF 2,645.23' (2,645.03'), FROM THE CENTER CORNER OF SECTION 34 MONUMENTED BY A 0.75" Ø METAL AXLE, 0.5' DOWN IN A RANGE BOX WITH AN ASPHALT COVERED LID AT THE INTERSECTION OF SOUTH BROADWAY AND EAST MINERAL AVENUE, TO THE NORTH ONE-QUARTER CORNER OF SECTION 34 MONUMENTED BY A 3.25" ALUMINUM CAP, 0.7' DOWN IN A RANGE BOX WITH "WATER" ON THE LID AT THE INTERSECTION OF SOUTH BROADWAY AND DRY CREEK ROAD, STAMPED "JF SATO ASSOC., R68W, 1/4, S27, +-1-, S34, 200 _", 35585".

5. ALL REFERENCES HEREON TO BOOKS, PAGES, MAPS AND RECEPTION NUMBERS ARE PUBLIC DOCUMENTS FILED IN THE RECORDS OF THE ARAPAHOE COUNTY CLERK AND RECORDER'S OFFICE.

6. EASEMENTS AND PUBLIC DOCUMENTS SHOWN OR NOTED HEREON WERE EXAMINED AS TO LOCATION AND PURPOSE AND WERE NOT EXAMINED AS TO RESERVATIONS, RESTRICTIONS, CONDITIONS, OBLIGATIONS, TERMS, OR AS TO THE RIGHT TO GRANT THE SAME.

7. THE DIMENSIONS, LOCATIONS AND OTHER INFORMATION REGARDING RECORDED RIGHTS-OF-WAY AND EASEMENTS WERE DERIVED FROM COPIES OF THE ACTUAL RECORDED DOCUMENTS. THE UNDERSIGNED SURVEYOR DID NOT PERSONALLY SEARCH THE PUBLIC RECORDS TO DETERMINE THE RECORDED RIGHTS-OF-WAY AND EASEMENTS AFFECTING THE PROPERTY, BUT INSTEAD RESEARCH WAS OBTAINED FROM LAND TITLE GUARANTEE COMPANY COMMITMENT NUMBER: ABC70482903, WITH AN EFFECTIVE DATE OF 02-10-2016 AT 5:00 P.M. THE RESEARCH IS BELIEVED TO BE RELIABLE, COMPLETE AND CORRECT AND IS NOT CONTRADICTED BY ANY OTHER INFORMATION KNOWN TO THE SURVEYOR. THIS DISCLOSURE IS PROVIDED TO COMPLY WITH 38-51-106, C.R.S. AND FOR NO OTHER PURPOSE.

8. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.

9. DEFINITION: CERTIFY, CERTIFICATION - A PROFESSIONAL'S OPINION BASED ON HIS OR HER OBSERVATION OF CONDITIONS, KNOWLEDGE, INFORMATION AND BELIEFS. IT IS EXPRESSLY UNDERSTOOD THAT THE PROFESSIONAL'S CERTIFICATION OF A CONDITION'S EXISTENCE RELIEVES NO OTHER PARTY OF ANY RESPONSIBILITY OR OBLIGATION HE OR SHE HAS ACCEPTED BY CONTRACT OR CUSTOM.

10. CWC CONSULTING GROUP, INC. DOES NOT WARRANT THAT THE PARCEL, AS DESCRIBED HEREON, COMPLIES WITH COLORADO SENATE BILL 35. (30-28-101).

11. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

SURVEYOR'S CERTIFICATE

I, ERIC DAVID CARSON, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY REPRESENTED HEREIN WAS MADE UNDER MY SUPERVISION AND THE MONUMENTS SHOWN THEREON ACTUALLY EXIST, AND THE PLAT ACCURATELY REPRESENTS SAID SURVEY.

I ATTEST THE ABOVE ON THIS ____ DAY OF _____, 2016.

ERIC DAVID CARSON PLS
COLORADO REGISTERED LAND SURVEYOR
PLS NO. 37890

FOR AND ON BEHALF OF
CWC CONSULTING GROUP, INC.
EMAIL: ERIC@CWC-CONSULTING.COM

COMMUNITY DEVELOPMENT

APPROVED THIS ____ DAY OF _____, 2016, BY THE DIRECTOR OF COMMUNITY DEVELOPMENT.

DIRECTOR OF COMMUNITY DEVELOPMENT

PUBLIC WORKS

APPROVED THIS ____ DAY OF _____, 2016, BY THE DIRECTOR OF PUBLIC WORKS.

DIRECTOR OF PUBLIC WORKS

CITY COUNCIL

APPROVED THIS ____ DAY OF _____, 2016, BY THE LITTLETON CITY COUNCIL.

MAYOR

ATTEST: CITY CLERK

CITY ATTORNEY APPROVAL

APPROVED AS TO FORM THIS ____ DAY OF _____, 20____.

LITTLETON CITY ATTORNEY

MUNICIPAL NOTE

WITH REGARD TO THE ONSITE AND OFFSITE EASEMENTS BEING DEDICATED TO THE CITY OF LITTLETON TO MAINTAIN THE PUBLIC SANITARY SEWER SERVING JAMISON VILLAGE, THE CURRENT SUBDIVISION PROPERTY OWNER, ITS HEIRS, SUCCESSORS, AND ASSIGNS, AND ALSO THE JAMISON VILLAGE HOMEOWNERS ASSOCIATION, ACKNOWLEDGE, CONSENT TO, AND UNDERSTAND THAT THE CITY OF LITTLETON AGREES TO RESTORE THE EASEMENT PREMISES, AS REASONABLY AS POSSIBLE, TO THE CONDITION IT WAS IN IMMEDIATELY PRIOR TO ANY MAINTENANCE ACTIVITIES UNDERTAKEN HEREIN. HOWEVER, IT IS FURTHER ACKNOWLEDGED, CONSENTED TO, AND UNDERSTOOD THAT SUCH RESTORATION SHALL NOT INCLUDE THE REPLACEMENT OR REPAIR OF ANY STRUCTURE OR LANDSCAPING (SUCH AS BUT NOT LIMITED TO TREES, SIGNS, WALLS, IRRIGATION SYSTEMS, WATER QUALITY PONDS, ETC.) SUCH RESTORATION SHALL ONLY INCLUDE REPAVING, REGRADING OR RESEEDING OF THE EASEMENT PREMISES AS NEEDED.

CLERK AND RECORDER'S CERTIFICATE

THIS DOCUMENT WAS FILED FOR RECORDS IN THE OFFICE OF THE COUNTY CLERK AND RECORDER OF ARAPAHOE COUNTY AT ____ M. ON THE ____ DAY OF ____ A.D., 2016, IN BOOK _____, PAGE _____, MAP _____, RECEPTION NO. _____

COUNTY CLERK AND RECORDER

BY: DEPUTY

JAMISON VILLAGE

FINAL PLAT

BEING A PART OF THE NORTHWEST ONE-QUARTER OF SECTION 34,
TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN
SHEET 1 - COVER PAGE AND NOTES

DRAFTED: S.L.C.3	CHECKED: E.D.C.	JOB NO. 120-00088	SHEET NO. 3
DATE: APRIL 12, 2016	SURVEY PREPARED FOR: WESTSIDE INVESTMENT PARTNERS, INC.		SHEETS

DATE	REVISION	BY
6/16/16	ADDRESSED CITY COMMENTS/REDLINES	SLG3
7/01/16	ADDED AND REVISED EASEMENT	SLG3
8/12/16	ADDRESSED CITY COMMENTS/REDLINES	SLG3
9/13/16	MODIFIED D.U.E., N.E.U.E.	SLG3
10/20/16	MODIFIED	SLG3



FINAL PLAT
BEING A PART OF THE NORTHWEST ONE-QUARTER OF SECTION 34,
TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO
CASE NO. MAJ 16-0001

BEING A PART OF THE NORTHWEST ONE-QUARTER OF SECTION 34,
TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO
CASE NO. MAJ 16-0001

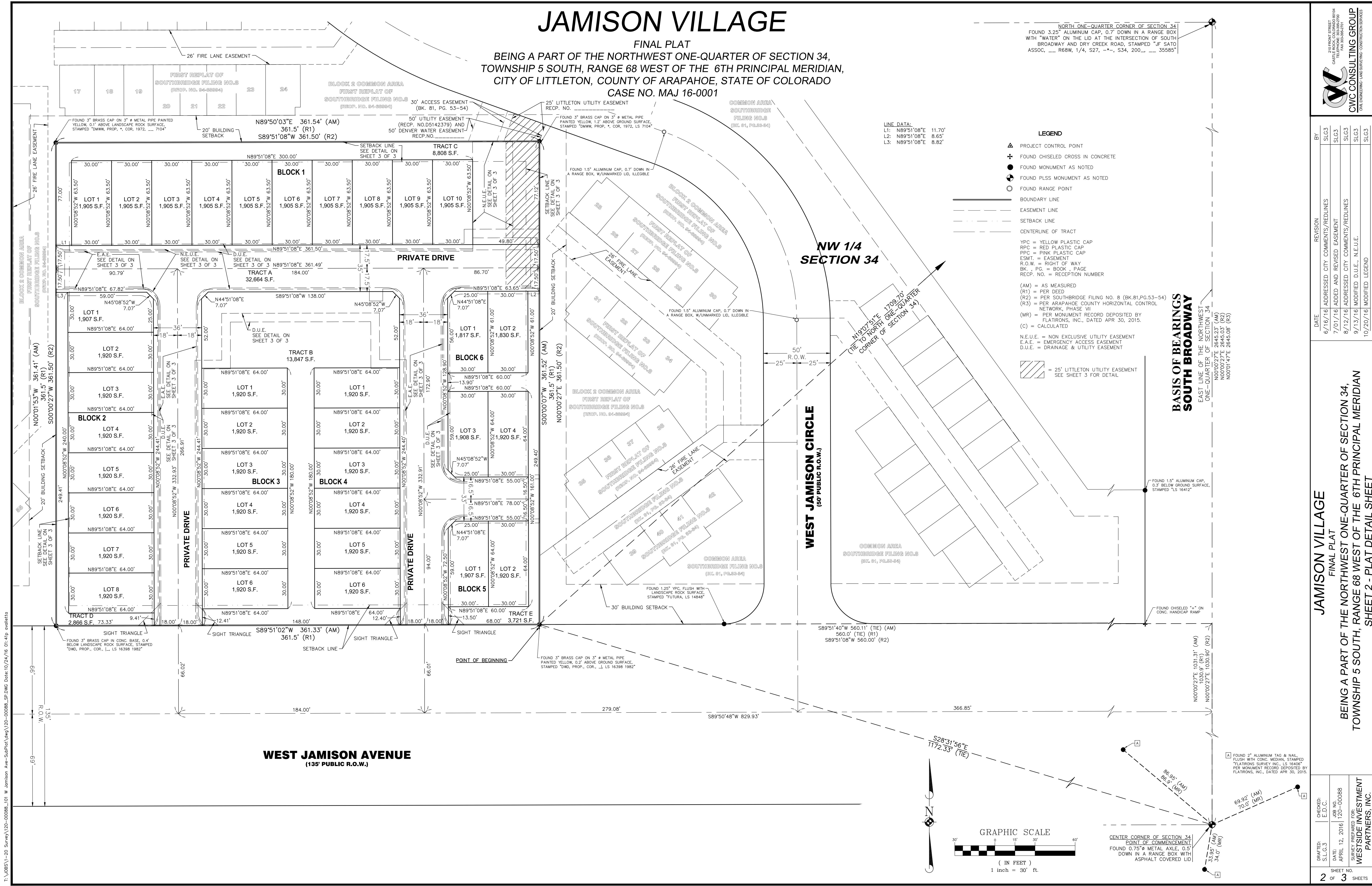
CWC CONSULTING GROUP
CIVIL ENGINEERING • LAND SURVEYING • CONSTRUCTION SERVICES

**210 FRONT STREET
CASTLE ROCK, CO 80104
TELEPHONE 303-395-2700
FAX 303-395-2701**

DATE	REVISION	BY
6/16/16	ADDRESSED CITY COMMENTS/REDLINES	SJG
7/01/16	ADDED AND REVISED EASEMENT	SJG
8/12/16	ADDRESSED CITY COMMENTS/REDLINES	SJG
9/13/16	MODIFIED D.U.E., N.E.U.E.	SJG
10/20/16	MODIFIED LEGEND	SJG

JAMISON VILLAGE
FINAL PLAT
THE NORTHWEST ONE-QUARTER OF SECTION 34,
RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN
SHEET 2 - PLAT DETAIL SHEET

2 OF 3	SHEET NO.		DRAFTED: S.L.G.3	CHECKED: E.D.C.
	DATE: APRIL 12, 2016		JOB NO. 120-00088	
SURVEY PREPARED FOR: WESTSIDE INVESTMENT PARTNERS, INC.				
SHEETS				



JAMISON VILLAGE

FINAL PLAT
BEING A PART OF THE NORTHWEST ONE-QUARTER OF SECTION 34,
TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN,
CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO
CASE NO. MAJ 16-0001

LEGEND

- PROJECT CONTROL POINT
- FOUND CHISELED CROSS IN CONCRETE
- FOUND MONUMENT AS NOTED
- FOUND PLSS MONUMENT AS NOTED
- FOUND RANGE POINT

- BOUNDARY LINE
- EASEMENT LINE
- SETBACK LINE
- CENTERLINE OF TRACT

YPC = YELLOW PLASTIC CAP
RPC = RED PLASTIC CAP
PPC = PINK PLASTIC CAP
ESMT. = EASEMENT
R.O.W. = RIGHT OF WAY
BK. PG. = BOOK, PAGE
RECP. NO. = RECEPTION NUMBER

(AM) = AS MEASURED
(R1) = PER DEED
(R2) = PER SOUTHBIDGE FILING NO. 8 (BK.81,PG.53-54)
(R3) = PER ARAPAHOE COUNTY HORIZONTAL CONTROL NETWORK, PHASE VII
(MR) = PER MONUMENT RECORD DEPOSITED BY FLATIRON, INC., DATED APR 30, 2015.
(C) = CALCULATED

N.E.U.E. = NON EXCLUSIVE UTILITY EASEMENT
E.A.E. = EMERGENCY ACCESS EASEMENT
D.U.E. = DRAINAGE & UTILITY EASEMENT

25' LITTLETON UTILITY EASEMENT

N.E.U.E. & SETBACK DETAIL

SCALE: 1" = 30'

GRAPHIC SCALE

(IN FEET)
1 inch = 30' ft

D.U.E. & E.A.E. DETAIL

SCALE: 1" = 30'
NOTE: DIMENSIONS ARE TO THE E.A.E.*

LINE DATA
L4: S00°08'52"E 26.00'
L5: N00°00'07"E 24.00'

JAMISON VILLAGE

FINAL PLAT

BEING A PART OF THE NORTHWEST ONE-QUARTER OF SECTION 34,
TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN
SHEET 3 - EASEMENT DETAIL SHEET

DATE	REVISION	COMMENTS/REDLINES	BY
6/16/16	ADDRESSED CITY COMMENTS/REDLINES	SLG3	SLG3
7/01/16	ADDED AND REVISED EASEMENT	SLG3	SLG3
8/12/16	ADDRESSED CITY COMMENTS/REDLINES	SLG3	SLG3
9/13/16	MODIFIED D.U.E., N.E.U.E.	SLG3	SLG3
10/20/16	MODIFIED LEGEND	SLG3	SLG3

DRAFTED: S.L.G.3	CHECKED: E.D.C.	JOB NO. 120-00088	SHEET NO. 3
DATE: APRIL 12, 2016	SURVEY PREPARED FOR: WESTSIDE INVESTMENT PARTNERS, INC.		SHEETS



Staff Communication

File #: Ordinance 35-2016, **Version:** 1

Agenda Date: 11/15/2016

Subject:

An ordinance on first reading approving a five-year agreement with Advanced Data Processing, Inc., a subsidiary of Intermedix Corporation.

Presented By: Doug Farnen, Finance Director

POLICY QUESTION:

Does city council support a five-year agreement with Advanced Data Processing, Inc. a subsidiary of Intermedix Corporation, for emergency medical transport billing services?

BACKGROUND:

The city has been utilizing Intermedix for emergency medical transport (ambulance) billing services since 2003.

Medical transport services were competitively bid these services in August 2012 and Intermedix was awarded the two-year agreement. Due to good collection results and customer service, a new two-year contract was approved in August, 2014. In September, 2016, the finance and fire departments issued a Request for Proposals (RFP) for billing services. The city received seven responses and interviewed three firms. After considerable deliberation and reference checks, staff recommends Intermedix continuing to provide these services. Intermedix has exhibited excellent patient customer service, high-quality reporting, and above average collection results compared to the market average. Through the competitive bidding process, the proposed agreement includes improved pricing of \$21,900 per year.

Section 103 of the city charter limits contracts for services to two years, unless authorized by ordinance. Section 97 of the charter excludes professional services from bidding requirements; however, due to the length of previous, successive contracts, staff determined it was time for re-solicitation of these services.

STAFF ANALYSIS:

Intermedix Corporation's collection rate of 3.9% was the lowest bid received from the three finalist firms. Due to the time commitment from finance and fire staff in completing, processing, reviewing and selecting a firm, with the fact this is an attractive rate from a highly qualified company, city staff is recommending a five-year contract. Staff has a good, longstanding working relationship with Intermedix and finds no reason this shouldn't continue. If a problem cannot be resolved, the contract includes termination clauses for cause and without cause.

If a five-year contract is not approved, the city will enter a two-year contract with Intermedix, and staff would evaluate their services at the end of the term. The main reason staff is recommending the five-year term is to lock in the attractive collection rate.

FISCAL IMPACTS:

The contract is estimated to save the city \$21,900 annually (14%) in the Emergency Medical Transportation Enterprise fund expenditures.

STAFF RECOMMENDATION:

Staff recommends approving the ordinance on first reading.

Also, as an update, staff is recommending two changes to the attached draft contract that will be reviewed by the city attorney and should be agreeable from the vendor: change the termination clause from six months to three months' notice and remove the 'Indemnify' language from the Scope of Work, Section B (2). These changes will be made prior to the council's second reading and public hearing.

PROPOSED MOTION:

Motion to approve on first reading the ordinance approving a five-year agreement with Advanced Data Processing Inc., a subsidiary of Intermedix Corporation for emergency medical transport billing services.

1 **CITY OF LITTLETON, COLORADO**

2
3 **ORDINANCE NO. 35**

4
5 **Series, 2016**

6
7 **AN ORDINANCE OF THE CITY OF LITTLETON,**
8 **COLORADO, APPROVING AN AGREEMENT WITH**
9 **ADVANCED DATA PROCESSING, INC., A SUBSIDIARY**
10 **OF INTERMEDIX CORPORATION FOR EMERGENCY**
11 **MEDICAL TRANSPORTATION BILLING SERVICES**

12
13 **WHEREAS**, section 103 of the Littleton City Charter states that no contract for
14 service shall be made by the city for a period longer than two years, unless authorized by an
15 ordinance;

16
17 **WHEREAS**, the city council and Advanced Data Processing, Inc. desire to enter into an
18 agreement for billing services; and

19
20 **WHEREAS**, the city desires to secure billing service costs by entering into the
21 agreement for a term of five years;

22
23 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF**
24 **THE CITY OF LITTLETON, COLORADO, THAT:**

25
26 **Section 1:** The Agreement between the City of Littleton and Advanced Data
27 Processing, Inc., is hereby approved.

28
29 **Section 2:** The city manager, or his designee, is hereby authorized to execute
30 and deliver for, and on behalf of, the city any and all additional services schedules, addenda,
31 agreements, documents and forms related to the Agreement.

32
33 **Section 3:** Severability. If any part, section, subsection, sentence, clause or
34 phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the
35 validity of the remaining sections of this ordinance. The City Council hereby declares that it
36 would have passed this ordinance, including each part, section, subsection, sentence, clause or
37 phrase hereof, irrespective of the fact that one or more parts, sections, subsections, sentences,
38 clauses or phrases may be declared invalid.

39
40 **Section 4:** Repealer. All ordinances or resolutions, or parts thereof, in
41 conflict with this ordinance are hereby repealed, provided that this repealer shall not repeal the
42 repealer clauses of such ordinance nor revive any ordinance thereby.

43
44 INTRODUCED AS A BILL at a regularly scheduled meeting of the city council
45 of the City of Littleton on the 15th day of November, 2016, passed on first reading by a vote of
46 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 6th day of December, 2016, in the Council Chambers, Littleton Center, 2255 West Berry Avenue, Littleton, Colorado, at the hour of 6:30 p.m., or as soon thereafter as it may be heard.

PASSED on second and final reading, following public hearing, by a vote of _____ FOR and _____ AGAINST on the 6th day of December, 2016 and ordered published by posting at Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

ATTEST:

Wendy Heffner
CITY CLERK

Bruce O. Beckman
MAYOR

APPROVED AS TO FORM:

Kenneth S. Fellman
ACTING CITY ATTORNEY

**AGREEMENT BETWEEN
CITY OF LITTLETON, COLORADO
AND
ADVANCED DATA PROCESSING, INC., A SUBSIDIARY OF INTERMEDIX
CORPORATION
FOR AMBULANCE BILLING AND RELATED PROFESSIONAL SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2016 (the "Effective Date") by and between City of Littleton, Colorado, a Home Rule municipality of the State of Colorado, with principal offices located at 2255 W. Berry Avenue, Littleton, CO 80120 ("Client") and Advanced Data Processing, Inc., a subsidiary of Intermedix Corporation, a Delaware Corporation with principal offices located at 6451 North Federal Highway, Suite 1000, Fort Lauderdale, Florida 33308 ("Intermedix").

RECITALS

WHEREAS, Intermedix provides billing, collection and related consulting services and equipment for municipalities and other providers of EMS; and

WHEREAS, on September 12, 2016, Client issued a Request for Proposal for EMS Transport Billing Service ("RFP") seeking qualified persons to provide such professional services including emergency and non-emergency medical services, including ambulance transport ("EMS"), for residents and visitors in its jurisdiction, and charges for such services. Client has selected Intermedix to perform the EMS Services described in the RFP incorporated herein by reference and Intermedix's reply to the RFP dated September 27, 2016 ("Intermedix Proposal") incorporated herein by reference; and

WHEREAS, the parties hereto now wish to enter into an agreement, pursuant to which Intermedix will render the Services as hereinafter provided;

NOW THEREFORE, the parties hereto agree as follows:

AGREEMENT

1. ENGAGEMENT OF INTERMEDIX. During the Term of this Agreement, except for accounts referred to a collection agency as provided herein, Intermedix shall be exclusively responsible for the billing and collection of all charges and fees resulting from the delivery of EMS by Client, including but not limited to all charges and fees to private insurers, Medicare, Medicaid, other governmental programs, individual patients and their responsible parties (collectively, "Payors").

2. SCOPE OF SERVICES. Intermedix shall perform and carry out Services as specifically described in Exhibit A (the "Scope of Services"; collectively the Scope of Services and the Billing Service (as defined in Section 3.01) are the "Services"), which is attached hereto and incorporated herein by this reference. Client reserves the right to request changes in the

Scope of Services within Intermedix's capabilities, which changes shall be implemented upon mutual written agreement of the parties specifying such changes and any change in compensation attributable thereto.

3. ACCESS TO BILLING SYSTEM.

3.01 Right to Use. During the Term of this Agreement, Intermedix grants to Client, access to Intermedix billing system solely to view Client's accounts, run various reports, and access to all data associated with the billing and collection process which is wholly owned by Client ("Billing Service"). During the Term of this Agreement, Intermedix will not in any way transfer to any third party or use in direct or indirect competition with Client any information or data posted by or for the benefit of Client on Intermedix's website and acknowledges that all such information is confidential ("Confidential Information"). Intermedix further acknowledges that its handling of information on behalf of Client is or may be subject to federal, state or local laws, rules, regulation and restrictions regarding the privacy of consumer information. Intermedix agrees to comply with all of such laws, rules and regulations and restrictions, as is commercially reasonably possible, at its sole cost and expense. This Access to Billing System Section and all obligations contained therein will survive any termination or expiration of this Agreement.

3.02 User Restrictions. Client shall not, and shall not permit others to, without the express written consent of Intermedix: (i) use, receive, reproduce, copy, market, sell, distribute, license, sublicense, lease, timeshare, or rent the Billing Service, any other Service or any component thereof; (ii) modify, alter, translate or prepare derivative works based on the Billing Service or Documentation is permitted; (iii) disassemble, decompile, decrypt or reverse engineer the Billing Service or in any way attempt to discover or reproduce source code for the Billing Service, or any portion thereof; or (iv) develop or license any third party programs, applications, tools or other products which interface or interact with the Billing Service. Client agrees not to remove the copyright, trade secret or other proprietary protection legends or notices which appear on or in the Billing Service, any other Service or the Documentation.

3.03 Internet Access. Client shall be responsible for providing its own Internet access necessary to provide the Billing Service, and in no event shall Client be provided with direct access (by modem or otherwise) to the Billing Service server, other than access that is available to third parties generally through the Internet. The parties acknowledge that, since the Internet is neither owned nor controlled by any one entity, Intermedix makes no guarantee that any given user will be able to access the Billing Services at any given time. There are no assurances that access will be available at all times and uninterrupted, and Intermedix shall not be liable to Client for its inability to access the Billing Service.

3.04 Reporting. Operational and financial data reports for Client will be available on the Billing Services when the Billing Service is available. The format and content of the data will be established and defined by Intermedix and such reports may be added, modified or deleted without notice to Client. Notwithstanding the foregoing, Client may request that specific, custom reports be made available to it at an additional charge to be negotiated between Intermedix and Client.

3.05 Acknowledgement with Respect to Reports. With respect to each report generated for Client as part of the Billing Service, Client acknowledges and agrees: (i) such report represents a “snapshot” of a moment in time, and as such, the snapshot may not be accurate with respect to financial results on the whole; (ii) the underlying data may be subject to correction from time-to-time, which may change the results of the report or its interpretation; and (iii) the data represented in the report constitutes only a limited portion of all data available regarding Client’s business. Accordingly, any particular report may not accurately represent the Client’s then-current or future financial condition.

3.06 Intellectual Property. Client agrees that the equipment, computer hardware and software, billing and collection processing, Services, Billing Service and other related systems and equipment are the property and trade secrets of Intermedix, and that Client will not release any information regarding such Confidential Information (as such term is defined in Section 11.01) and/or trade secrets of Intermedix to any third party without the prior written consent of Intermedix. Client further agrees that, in connection with the use of certain data entry devices, Client may gain access to the intellectual property of third parties. Client understands and agrees that it may be required to enter into agreements with respect to such intellectual property in order to use such equipment. Client agrees to enter into such arrangements at Intermedix’s request.

3.07 Audit Rights. From time to time and upon reasonable prior written notice, Intermedix may audit Client’s use of the Services to help ensure that Client is in compliance with the terms and conditions of this Agreement, including, but not limited to, any payment terms. Any such audit will be conducted during regular business hours at the applicable facilities of Client. Client will identify and cooperate with Intermedix (or its representatives) to provide Intermedix (or its representatives) with reasonable access to all relevant equipment, personnel and records.

4. CLIENT RESPONSIBILITY.

4.01 Generally. Client is responsible for all activity occurring under its User accounts and shall abide by all applicable laws and regulations in connection with its use of the Billing Service. Client will immediately (and in no greater than twenty four (24) hours from Client’s knowledge of the following) notify Intermedix and use best efforts to cease any further of the following: (i) any unauthorized use of a password or account or any other known or suspected breach of security; (ii) any copying or distribution of any content or other intellectual property of Intermedix related to the Services that is known or suspected by Client or its Users; (iii) any use of false identity information to gain access to or use the Billing Service or (iv) any loss or theft of a hardware device on which a User has access to the Billing Service (each of subsections (i) through (iv) a “Security Breach Event”). To the extent that any Security Breach Event involves Protected Health Information (as defined below), and is subject to the Health Insurance Portability and Accountability Act of 1996 (Pub. L. No. 104-191, 110 Stat. 1936), including the privacy and security rules promulgated thereunder (“HIPAA”), as amended by the Health Information Technology for Clinical Health Act (Pub. L. No. 111-5, 123 Stat. 115) (the “HITECH Act”), Client shall comply with all applicable requirements under such laws, including any applicable breach notification requirements (i.e. notifications to affected individuals, the Department of Health and Human Services (“HHS”), and prominent media outlets) (the “HIPAA Notifications”) triggered by the Security Breach Event. “Protected Health Information” means

Individually Identifiable Health Information (defined at 45 C.F.R. § 164.501), transmitted or maintained in any form or medium, concerning individuals for whom the Client has performed EMS.

4.02 Rights Following Notification. Upon Intermedix's receipt of notification given by the Client of a Security Breach Event, Intermedix shall have the right to immediately, without notice to Client, suspend Client's access to the Billing Service until such time as the Security Breach Event has been fully resolved, and no longer presents a threat of inappropriate access to: (i) the Billing Services, (ii) any other intellectual property rights of Intermedix or its affiliates or (iii) the personal data or Protected Health Information gathered by Client in the performance of EMS by the Client. To the extent that a Security Breach Event requires Client to provide HIPAA Notifications, any such notifications shall not include a reference to Intermedix or any of its affiliates unless such a reference is specifically required by HIPAA or other applicable law. Further, if Client intends to reference Intermedix in a HIPAA Notification based on its belief that such a reference is required by HIPAA or other applicable law, Client shall provide Intermedix written notice of its intent to do so no later than ten (10) days prior to Client's provision of each required HIPAA Notification (i.e. no later than ten (10) days prior to Client's provision of notifications to affected individuals, HHS, and/or prominent media outlets, as applicable).

4.03 Security. Client acknowledges that it is solely responsible for providing security software, including without limitation, firewalls and similar applications, to prevent unauthorized access to its computer systems, including malware prevention software on User's computers. Client is responsible for requiring its Users to use a password to access the Billing Services in compliance with the Billing Security Characteristics. The "Billing Security Characteristics" means a password to access the Billing Services, which must be at least eight (8) characters in length, and contain three (3) of four (4) of the following characteristics: lowercase letter, uppercase letter, special character or a number. Intermedix shall use commercially reasonable efforts to maintain the security of the Billing Services, but shall not be responsible for the Client's loss or dissemination of passwords or other breaches beyond Intermedix's reasonable control.

5. COMPENSATION AND METHOD OF PAYMENT.

5.01 Fees. Intermedix shall be paid by Client a monthly amount representing fees for the Services provided by Intermedix hereunder, computed as follows:

(a) Three and ninety hundredths percent (3.90%) of all monies collected by Intermedix for EMS provided by Client less refunds ("Net Collections"), plus

(b) Should Client's monthly accounts receivables classified as over one hundred twenty (120) days from date of service exceed twenty percent (20%), Intermedix will provide Client a five percent (5%) discount on that monthly invoice's total amount; and

(b) all amounts set forth in any Exhibit attached hereto.

5.02 Intermedix shall submit the monthly invoices for fees for the Services to City of Littleton, 2255 W. Berry Avenue, Littleton, CO 80120, Attn: Finance Director. Client shall pay the amount invoiced within thirty (30) days of receipt of such invoice. In the event Client

disputes any part of the invoiced amounts, such dispute shall be raised in writing to Intermedix within such thirty (30) day period or the invoice shall conclusively be deemed to be accurate and correct. Intermedix shall respond to any such notice of dispute within thirty (30) days of receipt thereof. Any overdue amounts which are not the subject of a good faith notice of dispute shall accrue interest at the rate of twelve percent (12%) per annum.

5.03 Bank Accounts. Client agrees that it will be solely responsible for the cost and maintenance of any and all of Client's bank accounts, lock-box and/or remote deposit services. Client agrees to assume and be responsible for all costs associated with such program. Client agrees to utilize and be responsible for a lockbox or remote deposit capturing. Client agrees to assume and be responsible for all credit card costs.

6. COLLECTION EFFORTS.

6.01 Alternative Collection Arrangements. Intermedix will have the right, on Client's behalf, in its sole and complete discretion, to enter into an alternative collection arrangement with respect to any patient encounter performed by the Client if: (i) the total payments are for at least 80 percent of the amount of the bill; (ii) an insurance company offers at least 70% of the total amount billed with a stipulation that the insured not be billed for the balance; or (iii) Intermedix is able to make arrangements for the payment of patient account that provide a substantially similar economic benefit to Client, as Intermedix determines in its sole and complete discretion.

6.02 Scope of Collection Efforts. If reasonable efforts have been made to collect a patient account of Client and such efforts have not been successful, Intermedix shall have the right to terminate collection efforts and close the account as an unpaid debt. As used herein "reasonable efforts" shall be defined to mean at least but not limited to one hundred twenty (120) days of active collection efforts in the ordinary course of business. In addition, Intermedix may terminate or suspend collection efforts in the event that Client has supplied Intermedix with materially incomplete or inaccurate billing and/or patient information. Absent contrary instructions from Client with respect to any patient encounter, the accounts that Intermedix has deemed to be uncollectible may be forwarded to a third-party collection agency for further collection effort.

6.03 Administrative Fee/Third Party Collection Costs. Client will be responsible for engaging any third party collection service for uncollectible accounts after Intermedix has exhausted its collection efforts. Client will be directly liable for all fees of third party collection agency.

6.04 Excluded Persons. If any refunds of patient accounts of Client are required to be refunded to or offset by any government and commercial payor as a result of Client's violation of its obligations set forth in Exhibit A (Scope of Services), Section B.9. (an "Excluded Person Refund"), Intermedix shall not be required to refund to Client any commissions or fees earned or previously paid to Intermedix as a result of its collection of such Excluded Person Refund or otherwise include such Excluded Person Refunds in its calculation of Net Collections as set forth herein.

7. **SYSTEM SUPPORT.** Support and training of Client's Users will be provided subject to and in accordance with the terms of the Scope of Services.

8. **INDEPENDENT CONTRACTORS.** Intermedix is an independent contractor of Client and not an employee or agent of Client; provided, however, to the extent necessary to fulfill its billing and collection efforts under this Agreement, Intermedix is authorized to sign *in an administrative capacity* for Client the following types of standard forms and correspondence only; letters to patients or their representatives verifying that an account is paid in full; forms verifying the tax-exempt status of Client; and insurance filings and related forms. Intermedix has no authority to sign any document that imposes any additional liability on Client. Intermedix shall retain full control over the employment, direction, compensation and discharge of all persons assisting in the performance of the Services. Intermedix shall be fully responsible for all matters relating to payment of its employees, including compliance with social security, withholding tax and all other laws and regulations governing such matters. Each party shall be responsible for its own acts and those of its agents and employees during the Term of this Agreement.

9. **LIMITATION ON LIABILITY.** INTERMEDIX'S TOTAL CUMULATIVE LIABILITY UNDER THIS AGREEMENT WITH RESPECT TO THE BILLING SERVICES, EQUIPMENT OR OTHER SERVICES DELIVERED UNDER THIS AGREEMENT WILL BE LIMITED TO THE TOTAL FEES PAID (LESS ANY REFUNDS OR CREDITS) BY CLIENT TO INTERMEDIX PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY. IN NO EVENT WILL INTERMEDIX BE LIABLE TO CLIENT UNDER, IN CONNECTION WITH, OR RELATED TO THIS AGREEMENT FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, WARRANTY, TORT, PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT INTERMEDIX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE FOREGOING LIMITATIONS OF LIABILITY ARE A CONDITION AND MATERIAL CONSIDERATION FOR THEIR ENTRY INTO THIS AGREEMENT.

10. **INSURANCE.** Intermedix shall procure and maintain for the duration of the Agreement, the following insurance coverage: (i) workers' compensation insurance in compliance with the applicable state and federal laws; (ii) general liability insurance in an amount no less than \$1,000,000 per occurrence; (iii) coverage for business interruption, destruction of data processing equipment and media, liabilities affecting accounts receivable, and valuable documents in an amount no less than \$100,000 aggregate; and (iv) liability coverage for all vehicles whether owned, hired or used in the amount of \$500,000.

11. **CONFIDENTIALITY AND HIPAA BUSINESS ASSOCIATE OBLIGATIONS.**

11.01 Confidential Information. Each party (the "Discloser") may disclose to the other party (the "Recipient") certain non-public information relating to the Discloser's business, including technical, marketing, financial, personnel, planning, medical records and other information that is marked confidential or which the Recipient should reasonably know to be confidential given the nature of the information and the circumstance of disclosure

("Confidential Information"). Confidential Information of each party shall also include the terms of this Agreement, but not the existence and general nature of this Agreement. Confidential Information will not include any information: (i) lawfully obtained or created by the Recipient independently of, and without use of, Discloser's Confidential Information and without breach of any obligation of confidence or violation of HIPAA or the HITECH Act; or (ii) that is in or enters the public domain without breach of any obligation of confidence. Client shall be responsible for any breach by any of its Users, employees or agents of any of the confidentiality obligations set forth herein.

11.02 Use and Disclosure. Except as expressly permitted by this Agreement or the BA Agreement (as applicable) and subject to applicable law, the Recipient will:

(a) not disclose Discloser's Confidential Information except: (i) to the employees or contractors of the Recipient to the extent that they need to know that Confidential Information for the purpose of performing the Recipient's obligations under this Agreement, and who are bound by confidentiality terms with respect to that Confidential Information no less restrictive than those contained in this Section 11.02; or (ii) as required to be disclosed by law, to the extent required to comply with that legal obligation, provided that the Recipient will promptly notify the Discloser of such obligation;

(b) use the Discloser's Confidential Information only for the purpose of performing Recipient's obligations under this Agreement;

(c) use all reasonable care in handling and securing the Discloser's Confidential Information, and employ all reasonable data security measures that the Recipient ordinarily uses with respect to its own proprietary information of similar nature and importance; and

(d) use and disclose Confidential Information that contains Protected Health Information in accordance with the terms of the Business Associate Agreement attached hereto as Exhibit B (the "BA Agreement"), if applicable.

11.03 Return of Confidential Information. Subject to Intermedix's internal data retention policies and applicable law, the Recipient will return to the Discloser, and destroy or erase all of the Disclosure Confidential Information in tangible form, upon the expiration or termination of this Agreement, and the Recipient will promptly certify in writing to the Discloser that it has done so.

11.04 HIPAA Business Associate Exhibit/Changes In HIPAA. Each party agrees to the obligations set forth in the BA Agreement attached hereto as Exhibit B (the "BA Agreement"). Such BA Agreement constitutes the complete and exclusive agreement between the parties with respect to Intermedix's obligations regarding Protected Health Information, superseding and replacing any and all prior agreements, communications, representations, and understandings (both written and oral) regarding such subject matter; provided, however, that in the event of any additions, modifications or amendments to any statute or regulation including HIPAA or future federal regulations adopted pursuant thereto, then Intermedix and Client shall promptly enter into negotiations to revise the BA Agreement to reflect such changes. Upon the execution by the

parties of a revised BA Agreement (a "Revised BA Agreement"), such Revised BA Agreement will supersede the current BA Agreement in its entirety and such current BA Agreement will no longer be of any force or effect.

11.05 Right to Injunctive Relief. The parties expressly acknowledge and agree that the breach, or threatened breach, by a party of any provision of this Section 11 may cause the other party to be irreparably harmed and that the harmed party may not have an adequate remedy at law. Therefore, the parties agree that upon such breach, or threatened breach, the harmed party will be entitled to seek injunctive relief to prevent the other party from commencing or continuing any action constituting such breach without having to post a bond or other security and without having to prove the inadequacy of any other available remedies. Nothing in this paragraph will be deemed to limit or abridge any other remedy available to either party at law or in equity.

12. NON-SOLICITATION. For the Term of this Agreement and for one (1) year after its termination, Client or Intermedix shall not employ or hire any employee or former employees - who, pursuant to this Agreement, has had any contact with employees or representatives of either party or has worked on Client's accounts, without the prior written consent of Client and Intermedix.

13. ATTACHMENTS. The following named attachments are made an integral part of this Agreement:

- (a) Scope of Services (Exhibit A attached hereto and made a part hereof);
- (b) Business Associate Agreement (Exhibit B attached hereto and made a part hereof);

14. TERM AND TERMINATION.

14.01 Term. This Agreement shall be effective for five-(5) years commencing on the Effective Date unless terminated as provided in Section 14.02 below (the "Initial Term"). unless either party provides the other party with written notice of termination of this Agreement as provided in Section 14.02 below. All terms and conditions hereof shall remain in full force and effect during the Term unless this Agreement is amended in a writing executed by each Party hereto.

14.02 Events Triggering Termination. This Agreement shall be subject to termination under the following conditions.

(a) Termination without Cause. Following the period one (1) year from the Effective Date of this Agreement, either Client or Intermedix may terminate this Agreement without cause upon six (6) months prior written notice to the other party.

(b) Termination with Cause. If Intermedix materially fails to perform any obligation required hereunder, and such default continues for thirty (30) calendar days after written notice from Client specifying the nature and extent of the failure to materially perform

such obligation, this Agreement shall terminate upon the expiration of said thirty (30) calendar day period.

(c) If Client materially fails to perform any obligation required hereunder, and such default continues for thirty (30) calendar days after written notice from Intermedix specifying the nature and extent of the failure to materially perform such obligation, this Agreement shall terminate upon the expiration of said thirty (30) calendar day period.

(d) Termination Due to Bankruptcy. If Client or Intermedix: (i) apply for or consent to the appointment of a petition in bankruptcy; (ii) make a general assignment for the benefit of creditors; (iii) file a petition or answer seeking reorganization or arrangement with creditors; or (iv) take advantage of any insolvency, or if any order, judgment, or decree shall be entered by any court of competent jurisdiction on the application of a creditor or otherwise adjudicating either party bankrupt or approving a petition seeking reorganization of either party or appointment of a receiver, trustee or liquidator of either party or all or a substantial part of its assets (subsections (i) through (iv), each a "Bankruptcy Event"), this Agreement shall terminate automatically and immediately upon written notice from the other party to the party who has incurred a Bankruptcy Event.

(e) Non-appropriation. Financial obligations of Client payable after the current fiscal years are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. Upon failure to appropriate such funds, this Agreement shall be terminated.

(f) Rights Upon Termination. If this Agreement is terminated for any reason, including, without limitation, the breach of this Agreement by any party, Intermedix shall be entitled to recover when due and payable hereunder, all amounts owed to Intermedix hereunder accrued but unpaid as of the date of termination. Following termination of this Agreement, for a period of ninety (90) days (the "Transition Period"), Intermedix, at its sole discretion and upon written notice to Client of its election to do so, may continue its billing and collection efforts as to those accounts referred to Intermedix prior to the effective date of termination, subject to the terms and conditions of this Agreement, for the fee set forth in Section 5 above. At the end of the Transition Period, Intermedix shall return all records to Client in a commercially standard format on a commercially standard media as determined by Intermedix in its sole discretion; provided, however, that Intermedix may keep any copies of records in accordance with applicable law. The expiration or termination of this Agreement, for whatever reason, will not discharge or relieve either party from any obligation which accrued prior to such expiration or termination, will not relieve either party that has breached this Agreement from liability for damages resulting from such breach and will not destroy or diminish the binding force and effect of any of the provisions of this Agreement that expressly, or by reasonable implication, come into or continue in effect on or after expiration or termination hereof.

15. FORCE MAJEURE. Except for Client's obligation to pay, when due, the fees and compensation owed to Intermedix pursuant to the terms and conditions of this Agreement, neither Client nor Intermedix shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to a Force Majeure Event (as defined below), the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The

term "Force Majeure Event" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the non-performing party and includes, but is not limited to fire, flood, earthquakes, storms, lightning, natural disaster, epidemic, war, riot, civil disturbance, sabotage, terrorism and governmental actions. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

16. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the Client is located, exclusive of its rules governing choice of law and conflict of laws.

17. GENERAL WARRANTIES AND DISCLAIMERS.

17.01 Corporate Authority. Each party warrants that it is a duly organized and validly existing corporation and has complete and unrestricted corporate power and authority to enter into this Agreement.

17.02 Disclaimer. THE WARRANTIES EXPRESSLY PROVIDED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE HEREBY SPECIFICALLY DISCLAIMED. NO REPRESENTATIVE OF INTERMEDIX SHALL HAVE THE RIGHT TO MAKE WARRANTIES ON INTERMEDIX'S BEHALF UNLESS THOSE WARRANTIES ARE IN WRITING AND EXECUTED BY A DULY AUTHORIZED OFFICER OF INTERMEDIX.

17.03 Indemnification. Intermedix shall indemnify and hold harmless Client from and against any and all loss, damage, liability and expense arising from any claim brought against it by a third party: (a) alleging that the equipment, computer hardware and software, billing and collection processing, Services, Billing Service and other related systems and equipment infringe upon any valid patent, copyright, trademark, trade secret, or other proprietary right of such third party or (b) resulting from the failure of Intermedix to comply with its obligations under the Agreement or from the acts or omissions of Intermedix or its employees, agents, subcontractors, successors or assigns.

18. EXPORT LAWS. Client shall comply with all then current export laws and regulations of the U.S. Government and the government of the country in which Client receives access to the Services.

19. ASSIGNMENT OF AGREEMENT. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party shall assign this Agreement without the express written consent of the other party, and such consent shall not be unreasonably withheld. Notwithstanding the foregoing sentence, Intermedix may, upon notice to Client, assign this Agreement to any affiliate or any entity resulting from the sale, combination or transfer of all or substantially all of the assets or capital stock, or from any other corporate

20. NOTICES. Any notice directed to the parties' legal rights and remedies under this Agreement will be provided in writing and will reference this Agreement. Such notices will be deemed given if sent by: (i) facsimile, when complete transmission to the recipient is confirmed by the sender's facsimile machine; (ii) postage prepaid registered or certified U.S. Post mail, then five (5) working days after sending; or (iii) commercial courier, then at the time of receipt confirmed by the recipient to the courier on delivery. All notices to a party will be sent to its address set forth below, or to such other address as may be designated by that party by notice to the other party in accordance with this Section:

With a copy to: City Attorney
City of Littleton
2255 W. Berry Avenue
Littleton, Colorado 80120

21. SEVERABILITY. If all or a part of a provision of this Agreement is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the remainder of that provision and all other provisions of this Agreement will not be affected.

23. AMENDMENT/WAIVER. This Agreement may be modified, or any rights under it waived, only by a written document executed by both parties. Any failure of a party to exercise or enforce any of its rights under this Agreement will not act as a waiver of such rights.

24. ATTORNEYS FEES. Should either party institute any action or procedure to enforce this Agreement or any provision hereof, or for damages by reason of any alleged breach of this

Agreement or of any provision hereof, or for a declaration of rights hereunder (including, without limitation, arbitration), the prevailing party in any such action or proceeding shall be entitled to receive from the other party all costs and expenses, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with such action or proceeding.

25. CONSTRUCTION OF AGREEMENT. This Agreement has been negotiated by the parties and its provisions will not be presumptively construed for or against the other party. The headings and Section titles in this Agreement are for convenience only, and will not affect the construction or interpretation of this Agreement.

26. NO THIRD PARTY BENEFICIARIES. Except as expressly provided in this Agreement, nothing in this Agreement shall confer upon any person other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities whatsoever.

27. COUNTERPARTS. The parties may execute this Agreement in one or more counterparts, each of which shall be an original, and which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their authorized representatives as of the Effective Date.

ADVANCED DATA PROCESSING, INC., A SUBSIDIARY OF INTERMEDIX CORPORATION, a DELAWARE CORPORATION	CITY OF LITTLETON, COLORADO
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By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: City Manager

Approved as to Form:

By: _____
Name: _____
Title: _____

Exhibit A
Scope of Services

Base Services and Obligations:

- A. Intermedix shall provide revenue cycle management services for Client as described below. Intermedix shall, during the Term:
1. Prepare and submit initial claims and bills for Client promptly upon receipt thereof, and prepare and submit secondary claims and bills promptly after identification of the need to submit a secondary claim.
 2. Assist Client in identifying necessary documentation in order to process and bill the accounts.
 3. Direct payments to a lockbox or bank account designated by Client, to which Client alone will have signature authority.
 4. Pursue appeals of denials, partial denials and rejections when deemed appropriate by Intermedix.
 5. Respond to and follow up with Payors and respond to messages or inquiries from a Payor.
 6. Provide appropriate storage and data back-up for records pertaining to Client's bills and collections hereunder, accessible to Client at reasonable times.
 7. Maintain records of services performed and financial transactions.
 8. Maintain in-person meetings with representatives of Client on a quarterly basis or more frequently, to discuss results, problems and recommendations.
 9. Provide any Client-designated collection agency with the data necessary for collection services to be performed when an account is referred to such agency.
 10. Intermedix will support Client in filing and maintaining required documentation and agreements with commonly-used Payors (e.g. Medicare, Medicaid, Champus, etc.). The Provider will maintain responsibility for enrollment, required documentation, and agreements with Out of State Payors, such as Out of State Medicaid programs, and other payors not commonly billed
 11. Provide reasonably necessary training periodically, as requested by Client, to Client's emergency medical personnel regarding the gathering of the necessary information and proper completion of run reports.

12. Utilize up-to-date knowledge and information with regard to coding requirements and standards, to comply with applicable federal, state and local regulations.
13. Provide a designated liaison for Client, patient and other Payor concerns.
14. Provide a toll free telephone number for patients and other Payors to be answered as designated by Client.
15. Facilitate proper security of confidential information and proper shredding of disposed materials containing such information.
16. Establish arrangements with hospitals to obtain/verify patient insurance and contact information.
17. Respond to any Client, Payor or patient inquiry or questions promptly.
18. Maintain appropriate accounting procedures for reconciling deposits, receivables, billings, patient accounts, adjustments and refunds.
19. Provide reasonable access to Client for requested information in order for Client to perform appropriate and periodic audits. Reasonable notice will be given to Intermedix for any planned audit and will be conducted during normal business hours of Intermedix, all at the Client's expense.
20. Provide timely reports facilitating required aspects of monitoring, evaluating, auditing and managing the Services provided.
21. Process refund requests and provide Client with documentation substantiating each refund requested.
22. Assign billing to patient account numbers providing cross-reference to Client's assigned transport numbers.
23. Maintain responsibility for obtaining missing or incomplete insurance information.
24. Provide accurate coding of medical claims based on information provided by Client.
25. Negotiate and arrange modified payment schedules for individuals unable to pay full amount when billed.

26. Retain accounts for a minimum of twelve (12) months (unless otherwise specified by mutual agreement) and after twelve (12) months turn over accounts for which no collection has been made (unless insurance payment is pending) to an agency designated by Client.

27. Permit real-time read only electronic look-up access by Client to Intermedix's Billing Service to obtain patient data and billing information.

28. Maintain records in an electronic format that is readily accessible by Client personnel and that meets federal and state requirements for maintaining patient medical records.

29. Create, implement and comply with a Compliance Plan consistent with the Compliance Program Guidance for Third Party Medical Billing Companies 63 FR 70138; (December 18, 1998) promulgated by the Office of Inspector General of the Department of Health and Human

B. *Client's Responsibilities and Obligations:*

1. From each person who receives EMS from Client ("Patient"), Client shall use its best efforts to obtain and forward the following information ("Patient Information") to Intermedix:

- (i) the Patient's full name and date of birth;
- (ii) the mailing address (including zip code) and telephone number of the Patient or other party responsible for payment ("Guarantor");
- (iii) the Patient's social security number;
- (iv) the name and address of the Patient's health insurance carrier, name of policyholder or primary covered party, and any applicable group and identification numbers;
- (v) the auto insurance carrier address and/or agent's name and phone number if an automobile is involved;
- (vi) the employer's name, address and Workers Compensation Insurance information if the incident is work related;
- (vii) the Patient's Medicare or Medicaid HIC numbers if applicable;
- (viii) the Patient's or other responsible party's signed payment authorization and release of medical authorization form or other documentation sufficient to comply with applicable signature requirements;
- (ix) the call times, transporting unit, and crew members with their license level, i.e. EMT-B, EMT-I, or EMT-P;
- (x) odometer readings or actual loaded miles flown such that loaded miles may be calculated;

(xi) physician certification statements (PCS) for non-emergency transports that are to be billed to Medicare pursuant to CMS regulations; and

(xii) any other information that Intermedix may reasonably require to bill the Patient or other Payor.

2. Client represents and warrants that all information provided to Intermedix shall be accurate and complete. Intermedix shall have no obligation to verify the accuracy of such information, and Client shall be solely responsible for such accuracy. Client agrees to indemnify and hold Intermedix, its agents, and employees harmless from any and all liabilities and costs, including reasonable attorneys' fees, resulting from (a) any inaccurate or misleading information provided to Intermedix that results in the actual or alleged submission of a false or fraudulent claim or (b) any other actual or alleged violation of local, state or federal laws., including but not limited laws applicable to Medicare, Medicaid or any other public or private Payor or enforcement agency.

3. Client will provide Intermedix with necessary documents required by third parties to allow for the electronic filing of claims by Intermedix on Client's behalf.

4. Client will provide Intermedix with its approved billing policies and procedures, including dispatch protocols, fee schedules and collection protocols. Client will be responsible for engaging any third party collection service for uncollectible accounts after Intermedix has exhausted its collection efforts.

5. Client will timely process refunds identified by Intermedix for account overpayments and provide to Intermedix confirmation, including copies of checks and other materials sent.

6. Client will provide a lock box or bank account address to Intermedix and will instruct the lock box or bank custodian agency to forward all documents to Intermedix for processing.

7. Client will provide Intermedix with daily bank balance reporting capabilities via the bank's designated web site.

8. Client will cooperate with Intermedix in all matters to ensure proper compliance with laws and regulations.

9. Client represents and warrants that all of its employees, personnel and independent contractors involved in the delivery of EMS or otherwise performing services for Client: (i) hold the licensure or certification required to perform such services, (ii) have not been convicted of a criminal offense related to health care or been listed as debarred, excluded or otherwise ineligible for participation in a Federal health care program and (iii) are not excluded persons listed on any of the following: (a) the Office of the Inspector General List of Excluded Individuals and Entities; (b) the General Services Administration's Excluded Parties List; and (c) the Office of Foreign Asset Control's Specially Designated Nationals List.

10. Client agrees that it will forward to Intermedix copies of checks, or other payment documentation requested by Intermedix relating to the subject matter of this Agreement, within 10 days of the date of receipt of those payments.

11. Client agrees to notify Intermedix in the event that their Electronic Patient Care Reporting (ePCR) vendor performs any system upgrades. Notification may be made in writing to support@Intermedix.com.

Exhibit B
Business Associate Agreement

This Business Associate Agreement ("BA Agreement") supplements and is made part of the Underlying Agreement (as defined below).

This BA Agreement is entered into between **City of Littleton, Colorado** ("Covered Entity") and **Advanced Data Processing, Inc., a subsidiary of Intermedix Corporation, a Delaware Corporation** ("Business Associate"), effective as of the Effective Date of the Underlying Agreement.

WHEREAS, Covered Entity and Business Associate have entered into, or plan to enter into, a separate agreement, entitled Agreement for Ambulance Billing and Related Professional Services, as of the Effective Date, or other documented arrangement (the "Underlying Agreement"), pursuant to which Business Associate may provide services for Covered Entity that require Business Associate to access, create and/or use Protected Health Information ("PHI") that is confidential under state and federal law; and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed by Covered Entity to Business Associate, or collected or created by Business Associate pursuant to the Underlying Agreement, in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and the regulations promulgated there under, including, without limitation, the regulations codified at 45 CFR Parts 160 and 164 ("HIPAA Regulations"); the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and its implementing regulations and guidance issued by the Secretary of the Department of Health and Human Services (the "Secretary") (the "HITECH Act"); and other applicable state and federal laws, all as amended from time to time, including as amended by the Final Rule issued by the Secretary on January 17, 2013 titled "Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act; Other Modifications to the HIPAA Rules"; and

WHEREAS, the HIPAA Regulations require Covered Entity to enter into an agreement with Business Associate meeting certain requirements with respect to the Use and Disclosure of PHI, which are met by this BA Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and the exchange of information pursuant to this BA Agreement, the parties agree as follows:

1. Definitions.

Capitalized terms used herein without definition shall have the meanings ascribed to them in the HIPAA Regulations or the HITECH Act, as applicable, unless otherwise defined herein.

2. Obligations of Business Associate.

a. Permitted Uses and Disclosures. Business Associate shall only Use or Disclose PHI for the purposes of (i) performing Business Associate's obligations under the Underlying Agreement and as permitted by this BA Agreement; or (ii) as permitted or Required By Law; or (iii) as otherwise permitted by this BA Agreement. Business Associate shall not Use or further Disclose PHI other than as permitted or required by this BA Agreement or as Required By Law. Further, Business Associate shall not Use or Disclose PHI in any manner that would constitute a violation of the HIPAA Regulations or the HITECH Act if so used by Covered Entity, except that Business Associate may Use PHI (i) for the proper management and administration of Business Associate; and (ii) to carry out the legal responsibilities of Business Associate. Business Associate may Disclose PHI for the proper management and administration of Business Associate, to carry out its legal responsibilities or for payment purposes as specified in 45 CFR § 164.506(c)(1) and (3), including but not limited to Disclosure to a business associate on behalf of a covered entity or health care provider for payment purposes of such covered entity or health care provider, with the expectation that such parties will provide reciprocal assistance to Covered Entity, provided that with respect to any such Disclosure either: (i) the Disclosure is Required By Law; or (ii) for permitted Disclosures when Required By Law, Business Associate shall obtain a written agreement from the person to whom the PHI is to be Disclosed that such person will hold the PHI in confidence and will not use and further disclose such PHI except as Required By Law and for the purpose(s) for which it was Disclosed by Business Associate to such person, and that such person will notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

b. Creation and Use of De-Identified Data. Business Associate may de-identify any and all PHI, provided that any process or mechanism used to de-identify the data meets the requirements of 45 C.F.R 164.514(a)-(b). Business Associate may use or disclose (and permit others to use or disclose) such de-identified data on a perpetual unrestricted basis, but in no case shall Business Associate attempt to run or develop any keys, codes or algorithms that may be used to re-identify the data.

c. Appropriate Safeguards. Business Associate shall implement administrative, physical and technical safeguards that (i) reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity; and (ii) prevent the Use or Disclosure of PHI other than as contemplated by the Underlying Agreement and this BA Agreement.

d. Compliance with Security Provisions. Business Associate shall: (i) implement and maintain administrative safeguards as required by 45 CFR § 164.308, physical safeguards as required by 45 CFR § 164.310 and technical safeguards as required by 45 CFR § 164.312; (ii) implement and document reasonable and appropriate policies and procedures as required by 45 CFR § 164.316; and (iii) be in compliance with all requirements of the HITECH Act related to security and applicable as if Business Associate were a "covered entity," as such term is defined in HIPAA.

e. Compliance with Privacy Provisions. Business Associate shall only Use and Disclose PHI in compliance with each applicable requirement of 45 CFR § 164.504(e). Business Associate shall comply with all requirements of the HITECH Act related to privacy and applicable as if Business Associate were a "covered entity," as such term is defined in HIPAA.

To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).

f. Duty to Mitigate. Business Associate agrees to mitigate, to the extent practicable and mandated by law, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this BA Agreement.

g. Encryption. To facilitate Business Associate's compliance with this BA Agreement and to assure adequate data security, Covered Entity agrees that all PHI provided or transmitted to Business Associate pursuant to the Underlying Agreement shall be provided or transmitted in a manner which renders such PHI unusable, unreadable or indecipherable to unauthorized persons, through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of the HITECH Act. Covered Entity acknowledges that failure to do so could contribute to or permit a Breach requiring patient notification under the HITECH Act and further agrees that Business Associate shall have no liability for any Breach caused by such failure.

3. Reporting.

a. Security Incidents and/or Unauthorized Use or Disclosure. Business Associate shall report to Covered Entity a successful Security Incident or any Use and/or Disclosure of PHI other than as provided for by this BA Agreement or permitted by applicable law within a reasonable time of becoming aware of such Security Incident and/or unauthorized Use or Disclosure (but not later than ten (10) days thereafter), in accordance with the notice provisions set forth herein. Business Associate shall take (i) prompt action to cure any such deficiencies as reasonably requested by Covered Entity; and (ii) any action pertaining to such Security Incident and/or unauthorized Use or Disclosure required by applicable federal and state laws and regulations. If such successful Security Incident or unauthorized Use or Disclosure results in a Breach as defined in the HITECH Act, then Covered Entity shall comply with the requirements of Section 3.b below. The Parties acknowledge and agree that this Section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents as defined herein. "Unsuccessful Security Incidents" will include, but not be limited to, pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI.

b. Breach of Unsecured PHI. The provisions of this Section 3.b are effective with respect to the Discovery of a Breach of Unsecured PHI occurring on or after September 23, 2009. With respect to any unauthorized acquisition, access, Use or Disclosure of Covered Entity's PHI by Business Associate, its agents or subcontractors, Business Associate shall (i) investigate such unauthorized acquisition, access, Use or Disclosure; (ii) determine whether such unauthorized acquisition, access, Use or Disclosure constitutes a reportable Breach under the HITECH Act; and (iii) document and retain its findings under clauses (i) and (ii). If Business Associate Discovers that a reportable Breach has occurred, Business Associate shall notify Covered Entity of such reportable Breach in writing within thirty (30) days of the date Business Associate Discovers such Breach. Business Associate shall be deemed to have discovered a

Breach as of the first day that the Breach is either known to Business Associate or any of its employees, officers or agents, other than the person who committed the Breach, or by exercising reasonable diligence should have been known to Business Associate or any of its employees, officers or agents, other than the person who committed the Breach. To the extent the information is available to Business Associate, Business Associate's written notice shall include the information required by 45 CFR § 164.410(c). Business Associate shall promptly supplement the written report with additional information regarding the Breach as it obtains such information. Business Associate shall cooperate with Covered Entity in meeting Covered Entity's obligations under the HITECH Act with respect to such Breach.

4. Business Associate's Agents. To the extent that Business Associate uses one or more subcontractors or agents to provide services under the Underlying Agreement, and such subcontractors or agents receive or have access to PHI, Business Associate shall sign an agreement with such subcontractors or agents containing substantially the same provisions as this BA Agreement.

5. Rights of Individuals.

a. Access to PHI. Within ten (10) days of receipt of a request by Covered Entity, Business Associate shall make PHI maintained in a Designated Record Set available to Covered Entity or, as directed by Covered Entity, to an Individual to enable Covered Entity to fulfill its obligations under 45 CFR § 164.524. Subject to Section 5.b below, (i) in the event that any Individual requests access to PHI directly from Business Associate in connection with a routine billing inquiry, Business Associate shall directly respond to such request in compliance with 45 CFR § 164.524; and (ii) in the event such request appears to be for a purpose other than a routine billing inquiry, Business Associate shall forward a copy of such request to Covered Entity and shall fully cooperate with Covered Entity in responding to such request. In either case, a denial of access to requested PHI shall not be made without the prior written consent of Covered Entity.

b. Access to Electronic Health Records. If Business Associate is deemed to use or maintain an Electronic Health Record on behalf of Covered Entity with respect to PHI, then, to the extent an Individual has the right to request a copy of the PHI maintained in such Electronic Health Record pursuant to 45 CFR § 164.524 and makes such a request to Business Associate, Business Associate shall provide such Individual with a copy of the information contained in such Electronic Health Record in an electronic format and, if the Individual so chooses, transmit such copy directly to an entity or person designated by the Individual. Business Associate may charge a fee to the Individual for providing a copy of such information, but such fee may not exceed Business Associate's labor costs in responding to the request for the copy. The provisions of 45 CFR § 164.524, including the exceptions to the requirement to provide a copy of PHI, shall otherwise apply and Business Associate shall comply therewith as if Business Associate were the "covered entity," as such term is defined in HIPAA. At Covered Entity's request, Business Associate shall provide Covered Entity with a copy of an Individual's PHI maintained in an Electronic Health Record in an electronic format and in a time and manner designated by Covered Entity in order for Covered Entity to comply with 45 CFR § 164.524, as amended by the HITECH Act.

c. Amendment of PHI. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.

d. Accounting Rights. This Section 5.d is subject to Section 5.e below. Business Associate shall make available to Covered Entity, in response to a request from an Individual, information required for an accounting of disclosures of PHI with respect to the Individual, in accordance with 45 CFR § 164.528, incorporating exceptions to such accounting designated under such regulation. Such accounting is limited to disclosures that were made in the six (6) years prior to the request and shall not include any disclosures that were made prior to the compliance date of the HIPAA Regulations. Business Associate shall provide such information as is necessary to provide an accounting within ten (10) days of Covered Entity's request. Such accounting must be provided without cost to the Individual or to Covered Entity if it is the first accounting requested by an Individual within any twelve (12) month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs Covered Entity and Covered Entity informs the Individual in advance of the fee, and the Individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this BA Agreement and shall continue as long as Business Associate maintains PHI.

e. Accounting of Disclosures of Electronic Health Records. The provisions of this Section 5.e shall be effective on the date specified in the HITECH Act. If Business Associate is deemed to use or maintain an Electronic Health Record on behalf of Covered Entity, then, in addition to complying with the requirements set forth in Section 5.d above, Business Associate shall maintain an accounting of any Disclosures made through such Electronic Health Record for Treatment, Payment and Health Care Operations, as applicable. Such accounting shall comply with the requirements of the HITECH Act. Upon request by Covered Entity, Business Associate shall provide such accounting to Covered Entity in the time and manner specified by Covered Entity and in compliance with the HITECH Act. Alternatively, if Covered Entity responds to an Individual's request for an accounting of Disclosures made through an Electronic Health Record by providing the requesting Individual with a list of all business associates acting on behalf of Covered Entity, then Business Associate shall provide such accounting directly to the requesting Individual in the time and manner specified by the HITECH Act.

f. Agreement to Restrict Disclosure. If Covered Entity is required to comply with a restriction on the Disclosure of PHI pursuant to Section 13405 of the HITECH Act, then Covered Entity shall, to the extent necessary to comply with such restriction, provide written notice to Business Associate of the name of the Individual requesting the restriction and the PHI affected thereby. Business Associate shall, upon receipt of such notification, not Disclose the identified PHI to any health plan for the purposes of carrying out Payment or Health Care Operations, except as otherwise required by law. Covered Entity shall also notify Business Associate of any other restriction to the Use or Disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522.

6. Remuneration and Marketing.

a. Remuneration for PHI. This Section 6.a shall be effective with respect to exchanges of PHI occurring six (6) months after the date of the promulgation of final regulations implementing the provisions of Section 13405(d) of the HITECH Act. On and after such date, Business Associate agrees that it shall not, directly or indirectly, receive remuneration in exchange for any PHI of Covered Entity except as otherwise permitted by the HITECH Act.

b. Limitations on Use of PHI for Marketing Purposes. Business Associate shall not Use or Disclose PHI for the purpose of making a communication about a product or service that encourages recipients of the communication to purchase or use the product or service, unless such communication: (1) complies with the requirements of subparagraph (i), (ii) or (iii) of paragraph (1) of the definition of marketing contained in 45 CFR § 164.501, and (2) complies with the requirements of subparagraphs (A), (B) or (C) of Section 13406(a)(2) of the HITECH Act, and implementing regulations or guidance that may be issued or amended from time to time. Covered Entity agrees to assist Business Associate in determining if the foregoing requirements are met with respect to any such marketing communication.

7. Governmental Access to Records. Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with the HIPAA Regulations and the HITECH Act. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity of all requests served upon Business Associate for information or documentation by or on behalf of the Secretary. Business Associate shall provide to Covered Entity a copy of any PHI that Business Associate provides to the Secretary concurrently with providing such PHI to the Secretary.

8. Minimum Necessary. To the extent required by the HITECH Act, Business Associate shall limit its Use, Disclosure or request of PHI to the Limited Data Set or, if needed, to the minimum necessary to accomplish the intended Use, Disclosure or request, respectively. Effective on the date the Secretary issues guidance on what constitutes "minimum necessary" for purposes of the HIPAA Regulations, Business Associate shall limit its Use, Disclosure or request of PHI to only the minimum necessary as set forth in such guidance.

9. State Privacy Laws. Business Associate shall comply with state laws to extent that such state privacy laws are not preempted by HIPAA or the HITECH Act.

10. Termination.

a. Breach by Business Associate. If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under this BA Agreement, then Covered Entity shall promptly notify Business Associate. With respect to such breach or violation, Business Associate shall take reasonable steps to cure such breach or end such violation, if possible. If such steps are either not possible or are unsuccessful, upon written notice to Business Associate, Covered Entity may terminate its relationship with Business Associate.

b. Breach by Covered Entity. If Business Associate knows of a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of Covered Entity's

obligations under this BA Agreement, then Business Associate shall promptly notify Covered Entity. With respect to such breach or violation, Covered Entity shall take reasonable steps to cure such breach or end such violation, if possible. If such steps are either not possible or are unsuccessful, upon written notice to Covered Entity, Business Associate may terminate its relationship with Covered Entity.

c. Effect of Termination. Upon termination of this BA Agreement for any reason, Business Associate shall either return or destroy all PHI, as requested by Covered Entity, that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI. If Covered Entity requests that Business Associate return PHI, such PHI shall be returned in a mutually agreed upon format and timeframe. If Business Associate reasonably determines that return or destruction is not feasible, Business Associate shall continue to extend the protections of this BA Agreement to such PHI, and limit further uses and disclosures of such PHI to those purposes that make the return or destruction of such PHI not feasible. If Business Associate is asked to destroy the PHI, Business Associate shall destroy PHI in a manner that renders the PHI unusable, unreadable or indecipherable to unauthorized persons as specified in the HITECH Act.

11. Amendment. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this BA Agreement may be required to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement any new or modified standards or requirements of HIPAA, the HIPAA Regulations, the HITECH Act and other applicable laws relating to the security or confidentiality of PHI. Upon the request of Covered Entity, Business Associate agrees to promptly enter into negotiation concerning the terms of an amendment to this BA Agreement incorporating any such changes.

12. No Third Party Beneficiaries. Nothing express or implied in this BA Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

13. Effect on Underlying Agreement. In the event of any conflict between this BA Agreement and the Underlying Agreement, the terms of this BA Agreement shall control.

14. Survival. The provisions of this BA Agreement shall survive the termination or expiration of the Underlying Agreement.

15. Interpretation. This BA Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA Regulations and the HITECH Act. The parties agree that any ambiguity in this BA Agreement shall be resolved in favor of a meaning that complies and is consistent with such laws.

16. Governing Law. This BA Agreement shall be construed in accordance with the laws of the State of Florida.

17. Notices. All notices required or permitted under this BA Agreement shall be in writing and sent to the other party as directed below or as otherwise directed by either party, from time

to time, by written notice to the other. All such notices shall be deemed validly given upon receipt of such notice by certified mail, postage prepaid, facsimile transmission, e-mail or personal or courier delivery:

If to Covered Entity:

City Attorney
City of Littleton
2255 W. Berry Avenue
Littleton, Colorado 80120
Telephone no: 303-795-3730
Facsimile no: 303-795-3818
Email Address: _____

If to Business Associate:

Intermedix Corporation
6451 N. Federal Highway, Suite 1000
Ft. Lauderdale, FL 33308
Attn: Chief Compliance Officer
Telephone no: 954-308-8700
Facsimile no: 954-308-8725
Email Address: _____



Staff Communication

File #: Ordinance 32-2016, **Version:** 1

Agenda Date: 11/15/2016

Subject:

An ordinance on first reading, adopting the 2017 Littleton Emergency Medical Transportation Enterprise Fund budget.

Presented By: Doug Farnen, Finance Director

POLICY QUESTION:

Does city council support an ordinance on first reading adopting the 2017 Littleton Emergency Medical Transportation Enterprise Fund budget?

BACKGROUND:

The city council reviewed the 2017 proposed budget during three study sessions September 19-21. There were no changes to this fund.

City council reviewed Resolution 55-2016 at its regular meeting on November 1, 2016. This agenda item was withdrawn as a Resolution and council directed staff to re-submit as an Ordinance.

STAFF ANALYSIS:

As the governing body of the Littleton Emergency Medical Transportation Enterprise, the city council is required to adopt a budget for this fund.

FISCAL IMPACTS:

Approval will establish a 2017 appropriation of \$3,977,110.

STAFF RECOMMENDATION:

Approve ordinance on first reading adopting the 2017 Littleton Emergency Medical Transportation Enterprise Fund budget.

PROPOSED MOTION:

I move to approve on first reading the ordinance adopting the 2017 Littleton Emergency Medical Transportation Enterprise Fund budget and to schedule a public hearing on December 6, 2016, at 6:30 p.m. in the council chamber.

1 **CITY OF LITTLETON, COLORADO**

2
3 **ORDINANCE NO. 32**

4
5 **Series, 2016**

6
7 **INTRODUCED BY COUNCILMEMBERS:**

8
9 **AN ORDINANCE OF THE CITY OF LITTLETON,**
10 **COLORADO, AS THE GOVERNING BODY OF THE CITY**
11 **OF LITTLETON EMERGENCY MEDICAL**
12 **TRANSPORTATION ENTERPRISE, ADOPTING THE 2017**
13 **BUDGET.**

14
15 **WHEREAS,** the city council established the City of Littleton Emergency
16 Medical Transportation Enterprise (the “Enterprise”) by Ordinance Number 15, Series of 2000;
17 and

18 **WHEREAS,** the city council, as the governing board of the Enterprise, has the
19 authority under said ordinance to establish the budget for the Enterprise;

20
21 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF**
22 **THE CITY OF LITTLETON, COLORADO, THAT:**

23
24 **Section 1:** The budgeted expenditures for the City of Littleton Emergency
25 Medical Transportation Enterprise for the period January 2, 2017 to December 31, 2017 shall be
26 \$3,977,110.

27
28 **Section 2:** Severability. If any part, section, subsection, sentence, clause or
29 phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the
30 validity of the remaining sections of this ordinance. The City Council hereby declares that it
31 would have passed this ordinance, including each part, section, subsection, sentence, clause or
32 phrase hereof, irrespective of the fact that one or more parts, sections, subsections, sentences,
33 clauses or phrases may be declared invalid.

34
35 **Section 3:** Repealer. All ordinances or resolutions, or parts thereof, in
36 conflict with this ordinance are hereby repealed, provided that this repealer shall not repeal the
37 repealer clauses of such ordinance nor revive any ordinance thereby.

38
39
40 **INTRODUCED AS A BILL** at a regularly scheduled meeting of the City Council
41 of the City of Littleton on the 15th day of November, 2016, passed on first reading by a vote of
42 ____ FOR and ____ AGAINST; and ordered published by posting at Littleton Center, Bemis
43 Library, the Municipal Courthouse and on the City of Littleton Website.

44 **PUBLIC HEARING** on the Ordinance to take place on the 6th day of December,

2016, in the Council Chambers, Littleton Center, 2255 West Berry Avenue, Littleton, Colorado,
at the hour of 6:30 p.m., or as soon thereafter as it may be heard.

PASSED on second and final reading, following public hearing, by a vote of _____FOR
and _____ AGAINST on the 6th day of December, 2016 and ordered published by posting at
Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

ATTEST:

Wendy Heffner
CITY CLERK

Bruce O. Beckman
MAYOR

APPROVED AS TO FORM:

Kenneth S. Fellman
ACTING CITY ATTORNEY



Staff Communication

File #: Ordinance 33-2016, **Version:** 1

Agenda Date: 11/15/2016

Subject:

An ordinance on first reading, adopting the 2017 Littleton Sewer Utility Enterprise Fund budget.

Presented By: Doug Farmen, Finance Director

POLICY QUESTION:

Does city council support an ordinance on first reading adopting the 2017 Littleton Sewer Utility Enterprise Fund budget?

BACKGROUND:

The city council reviewed the 2017 proposed budget during three meetings September 19-21. There were no proposed changes to this fund.

City council reviewed Resolution 56-2016 at its regular meeting November 1, 2016. This agenda item was withdrawn as a Resolution and council directed staff to re-submit as an Ordinance.

STAFF ANALYSIS:

N/A

FISCAL IMPACTS:

Approval will establish a 2017 appropriation of \$17,670,870.

STAFF RECOMMENDATION:

Approve ordinance on first reading adopting the 2017 Littleton Sewer Utility Enterprise Fund budget.

PROPOSED MOTION:

I move to approve on first reading an ordinance adopting the 2017 Littleton Sewer Utility Enterprise Fund budget and to schedule a public hearing on December 6, 2016, at 6:30 p.m. in the council chamber.

1 **CITY OF LITTLETON, COLORADO**

2
3 **ORDINANCE NO. 33**

4
5 **Series, 2016**

6
7 **INTRODUCED BY COUNCILMEMBERS:**

8
9 **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF**
10 **LITTLETON, COLORADO, AS THE GOVERNING BODY OF THE CITY**
11 **OF LITTLETON SEWER UTILITY ENTERPRISE, ADOPTING THE**
12 **2017 BUDGET.**
13

14
15 **WHEREAS**, the city council established the City of Littleton Sewer Utility
16 Enterprise (the "Enterprise") by Ordinance Number 6, Series of 2004; and
17

18 **WHEREAS**, the city council has determined it is in the best interest of all
19 ratepayers to separate the cost of treatment versus the cost to operate, maintain and improve
20 through capital construction the systems necessary to collect and transport the discharge for
21 treatment; and
22

23 **WHEREAS**, the city council, as the governing board of the Enterprise, has the
24 authority under said ordinance to establish the budget for the Enterprise;
25

26 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF**
27 **THE CITY OF LITTLETON, COLORADO, THAT:**
28

29 **Section 1:** The budgeted expenditures for the City of Littleton Sewer Utility
30 Enterprise for the period January 1, 2017 to December 31, 2017 shall be \$17,670,870.
31

32 **Section 2:** Severability. If any part, section, subsection, sentence, clause or
33 phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the
34 validity of the remaining sections of this ordinance. The City Council hereby declares that it
35 would have passed this ordinance, including each part, section, subsection, sentence, clause or
36 phrase hereof, irrespective of the fact that one or more parts, sections, subsections, sentences,
37 clauses or phrases may be declared invalid.
38

39 **Section 3:** Repealer. All ordinances or resolutions, or parts thereof, in
40 conflict with this ordinance are hereby repealed, provided that this repealer shall not repeal the
41 repealer clauses of such ordinance nor revive any ordinance thereby.
42
43

44 **INTRODUCED AS A BILL** at a regularly scheduled meeting of the City Council
45 of the City of Littleton on the 15th day of November, 2016, passed on first reading by a vote of

46 ____ 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 6th day of December, 2016, in the Council Chambers, Littleton Center, 2255 West Berry Avenue, Littleton, Colorado, at the hour of 6:30 p.m., or as soon thereafter as it may be heard.

PASSED on second and final reading, following public hearing, by a vote of _____FOR and _____ AGAINST on the 6th day of December, 2016 and ordered published by posting at Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

ATTEST:

Wendy Heffner
CITY CLERK

Bruce O. Beckman
MAYOR

APPROVED AS TO FORM:

Kenneth S. Fellman
ACTING CITY ATTORNEY



Staff Communication

File #: Ordinance 34-2016, **Version:** 1

Agenda Date: 11/15/2016

Subject:

An ordinance on first reading adopting the 2017 Littleton Stormwater and Flood Management Utility Enterprise budget.

Presented By: Doug Farnen, Finance Director

POLICY QUESTION:

Does city council support an ordinance on first reading adopting 2017 Littleton Stormwater and Flood Management Utility Enterprise budget?

BACKGROUND:

City council reviewed the 2017 proposed budget during three meetings September 19-21. There were no proposed changes to this enterprise fund from those meetings.

Due to emergency repairs in 2016 on Broadway, staff is recommending spending an additional \$290,000 in 2016 (for council review in a 2016 Budget Amendment later this year). Use of this available fund balance results in deferring the same amount from 2017 to 2018, depending on funding availability. The 2017 appropriation resolution is \$290,000 less than the proposed budget due to the emergency repairs.

City council reviewed Resolution 57-2016 at its regular meeting November 1, 2016. This agenda item was withdrawn as a Resolution and council directed staff to resubmit as an Ordinance.

STAFF ANALYSIS:

N/A

FISCAL IMPACTS:

Approval will establish a 2017 appropriation of \$649,030.

STAFF RECOMMENDATION:

Approve ordinance on first reading adopting 2017 Littleton Stormwater and Flood Management Utility Enterprise budget.

PROPOSED MOTION:

I move to approve an ordinance on first reading adopting the 2017 Littleton Stormwater and Flood Management Utility fund budget and schedule a public hearing December 6, 2016, at 6:30 p.m. in the council chamber.

1 **CITY OF LITTLETON, COLORADO**

2
3 **ORDINANCE NO. 34**

4
5 **Series, 2016**

6
7 **INTRODUCED BY COUNCILMEMBERS:**

8
9 **AN ORDINANCE OF THE CITY OF LITTLETON,**
10 **COLORADO, AS THE GOVERNING BODY OF THE CITY**
11 **OF LITTLETON STORMWATER AND FLOOD**
12 **MANAGEMENT UTILITY ENTERPRISE, ADOPTING THE**
13 **2017 BUDGET**
14

15 **WHEREAS**, the city council established the City of Littleton Sewer Utility
16 Enterprise (the “Enterprise”) by Ordinance Number 33, Series of 2013; and
17

18 **WHEREAS**, the city council, as the governing board of the Enterprise, has
19 authority under said ordinance to establish the budget for the Enterprise;
20
21

22
23 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF**
24 **THE CITY OF LITTLETON, COLORADO, THAT:**
25

26 **Section 1:** The Agreement between the City of Littleton and Advanced Data
27 Processing, Inc., is hereby approved.
28

29 **Section 2:** The city manager, or his designee, is hereby authorized to execute
30 and deliver for, and on behalf of, the city any and all additional services schedules, addenda,
31 agreements, documents and forms related to the Agreement.
32

33 **Section 3:** Severability. If any part, section, subsection, sentence, clause or
34 phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the
35 validity of the remaining sections of this ordinance. The City Council hereby declares that it
36 would have passed this ordinance, including each part, section, subsection, sentence, clause or
37 phrase hereof, irrespective of the fact that one or more parts, sections, subsections, sentences,
38 clauses or phrases may be declared invalid.
39

40 **Section 4:** Repealer. All ordinances or resolutions, or parts thereof, in
41 conflict with this ordinance are hereby repealed, provided that this repealer shall not repeal the
42 repealer clauses of such ordinance nor revive any ordinance thereby.
43

44 **INTRODUCED AS A BILL** at a regularly scheduled meeting of the city council
45 of the City of Littleton on the 15th day of November, 2016, passed on first reading by a vote of
46 **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 6th day of December, 2016, in the Council Chambers, Littleton Center, 2255 West Berry Avenue, Littleton, Colorado, at the hour of 6:30 p.m., or as soon thereafter as it may be heard.

PASSED on second and final reading, following public hearing, by a vote of _____ FOR and _____ AGAINST on the 6th day of December, 2016 and ordered published by posting at Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

ATTEST:

Wendy Heffner
CITY CLERK

Bruce O. Beckman
MAYOR

APPROVED AS TO FORM:

Kenneth S. Fellman
ACTING CITY ATTORNEY



Staff Communication

File #: Ordinance 37-2016, **Version:** 1

Agenda Date: 11/15/16

Subject:

An ordinance on first reading approving an amendment to the 2012 master lease purchase agreement between the City of Littleton and JP Morgan Chase Bank, NA for the lease/purchase of a fire platform truck

Presented By: Doug Farnen, Finance Director

POLICY QUESTION:

Does city council support an ordinance approving an amendment to a master lease/purchase agreement between the City of Littleton and JP Morgan Chase Bank, NA for a platform truck?

BACKGROUND:

City council considered and approved Policy Question #13 during its 2017 Proposed Budget review.

The platform truck will replace Ladder 18, a 2006 Pierce ladder truck. The truck went into service in February 2007 and has accumulated 8,239 hours and more than \$303,000 in repair costs in its ten years of service.

Littleton Fire Rescue (LFR) staff has deemed the Pierce ladder truck to be a “Standardization of Equipment” and, therefore, exempt from the city’s competitive purchase requirement. This exemption is shown in City Code Section 1-15-3 (B) and supported by the attached affidavit and LFR memorandum.

Staff is requesting an “Amendment” to a 2012 “Master Lease Agreement” which financed both a medic unit and a fire engine lease/purchase from JP Morgan Chase Bank (attached).

City Code Section 1-16-1 (Authority to Lease) requires city council approval of ordinances for lease agreements beyond the current fiscal year.

STAFF ANALYSIS:

The lease/purchase is included in the adopted 2017 annual budget appropriation:

Capital Projects Fund

\$1,400,000 (34-220-7850 for recording the full purchase cost of the truck)

Annual lease payment budgeted

\$188,240 (34-220-7910)

The lease costs will be shared equally with the two fire partners. Littleton will be reimbursed \$125,490 of the \$188,240 lease payment (67% reimbursement).

FISCAL IMPACTS:

Payments will begin in early 2017, and extend annually through 2024 (eight-years). The lease includes a pre-payment option without penalty after 12 months.

The lease interest rate cannot be locked until the council approves the ordinance on second reading proposed for December 6. At this time, the interest rate is 1.68% which is slightly higher than the budgeted rate of 1.65%; there is some flexibility in the equipment costs which could result in a total lease of slightly under \$1.4 million and lease payments within the budgeted amount of \$188,240.

The city has three other lease purchase agreements in the Capital Projects Fund (principal payments):

Radio lease: 2017 - 2024:	\$2,047,216 (\$255,902 each year)
Courthouse lease: 2017 - 2024:	\$1,510,000 (\$165,000 - \$210,000 each year)
Museum lease: 2017 - 2022:	\$5,865,000 (\$880,000 - \$1,055,000 each year)

STAFF RECOMMENDATION:

Staff recommends council approve on first reading, the amendment to the master lease/purchase agreement with JP Morgan Chase Bank, NA.

Also, as an update, the city attorney is requiring one change to #2 on the proposed amendment language as it is prohibited by state law. This change will be made prior to the council's second reading and public hearing. Additionally, staff is obtaining clarification on number 3 of the amendment related to prepayment options.

PROPOSED MOTION:

I move to approve the ordinance on first reading amending the master lease/ purchase agreement between the City of Littleton and JP Morgan Chase Bank, NA for a platform truck and approving a public hearing on December 6, 2016, at 6:30 p.m. in the council chamber.

1 **CITY OF LITTLETON, COLORADO**

2
3 **ORDINANCE NO. 37**

4
5 **Series, 2016**

6
7 **INTRODUCED BY COUNCILMEMBERS:**

8
9 **AN ORDINANCE OF THE CITY OF LITTLETON,**
10 **COLORADO, APPROVING AN AMENDMENT TO A 2012**
11 **MASTER LEASE-PURCHASE AGREEMENT BETWEEN**
12 **THE CITY AND JP MORGAN CHASE BANK, NA, FOR A**
13 **FIRE PLATFORM TRUCK**

14
15 **WHEREAS**, the city fire department needs to replace a fire ladder truck; and

16
17 **WHEREAS**, the amendment to a 2012 Master Lease-Purchase Agreement
18 between the city and JP Morgan Chase Bank, NA, provides for the funding for a fire
19 platform truck; and

20
21 **WHEREAS**, council deems the approval of the attached amendment to a 2012
22 Master Lease-Purchase Agreement to be in the best interest of the city;

23
24 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF**
25 **THE CITY OF LITTLETON, COLORADO, THAT:**

26
27 **Section 1:** The amendment to the 2012 Master Lease-Purchase Agreement
28 between the city and JP Morgan Chase Bank, NA, is hereby approved.

29
30 **Section 2:** Severability. If any part, section, subsection, sentence, clause or
31 phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the
32 validity of the remaining sections of this ordinance. The City Council hereby declares that it
33 would have passed this ordinance, including each part, section, subsection, sentence, clause or
34 phrase hereof, irrespective of the fact that one or more parts, sections, subsections, sentences,
35 clauses or phrases may be declared invalid.

36
37 **Section 3:** Repealer. All ordinances or resolutions, or parts thereof, in
38 conflict with this ordinance are hereby repealed, provided that this repealer shall not repeal the
39 repealer clauses of such ordinance nor revive any ordinance thereby.

40
41 **INTRODUCED AS A BILL** at a regularly scheduled meeting of the city council
42 of the City of Littleton on the 15th day of November, 2016, passed on first reading by a vote of
43 **FOR** and **AGAINST**; and ordered published by posting at Littleton Center, Bemis Library, the
44 Municipal Courthouse and on the City of Littleton Website.

45 **PUBLIC HEARING** on the Ordinance to take place on the 6th day of December,

46 2016, in the Council Chambers, Littleton Center, 2255 West Berry Avenue, Littleton, Colorado,
47 at the hour of 6:30 p.m., or as soon thereafter as it may be heard.

48 PASSED on second and final reading, following public hearing, by a vote of _____FOR
49 and _____ AGAINST on the 6th day of December, 2016 and ordered published by posting at
50 Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

51 ATTEST:

52 _____
53 Wendy Heffner
54 CITY CLERK

Bruce O. Beckman
MAYOR

55
56 APPROVED AS TO FORM:

57
58 _____
59 Kenneth S. Fellman
60 ACTING CITY ATTORNEY

61
62

MASTER LEASE-PURCHASE AGREEMENT AMENDMENT

Dated As of: December 15, 2016

Master Lease-Purchase Agreement Dated as of: February 21, 2012

Lessee: CITY OF LITTLETON

Reference is made to the above Master Lease-Purchase Agreement as amended ("Master Lease") by and between **JPMORGAN CHASE BANK, N.A.** ("Lessor") and the above lessee ("Lessee"). This Amendment modifies the terms and conditions of the Master Lease. Unless otherwise defined herein, capitalized terms defined in the Master Lease shall have the same meaning when used herein.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged by the parties hereto, Lessor and Lessee hereby agree to amend the Master Lease as follows.

1. Section 13.3(b) is hereby replaced with the following:

(b) on the earlier of 60 days after the Casualty Loss or the next scheduled Rent Payment date (the "Loss Payment Due Date"), pay Lessor (i) all amounts owed by lessee under the applicable Lease, including the Rent Payments due on or accrued through such date plus (ii) an amount equal to the Termination Value of the Rent Payment date (or if the Casualty Loss payment is due between Rent Payment dates, then as of the Rent Payment date preceding the date that the Casualty Loss payment is due) set forth in the Payment Schedule to the applicable Lease plus (iii) a Breakfunding Charge.

2. Section 13.4 is amended to delete "To the extent not prohibited by State law" from the first sentence.

3. Section 15 is hereby replaced with the following:

15. NO PREPAYMENT. Lessee shall not be permitted to prepay the Rent Payments or any other obligation under a Lease in whole or in part.

4. The following is added to the end of Section 17:

"Upon the occurrence of an Event of Taxability, the interest portion of any Rent Payment shall be at the Taxable Rate retroactive to the date of occurrence of the Event of Taxability, and Lessee shall pay such additional amount as will result in Lessor receiving the interest portion of the Taxable Rate identified in the Payment Schedule. For purposes of this section, "Event of Taxability" means a determination that the interest portion of Rent Payments is included for federal income tax purposes in the gross income of the Lessor due to Lessee's action or failure to take action, including breach of covenants set forth in section 17.1 hereof. An Event of Taxability shall occur upon the earliest of: (1) the happening of any event which may cause such Event of Taxability, or (2) Lessor's payment to the applicable taxing authority of the tax increase resulting from such Event of Taxability, or (3) the adjustment of Lessor's tax return to reflect such Event of Taxability, or (4) the date as of which the interest portion of the Rent Payments is determined by the Internal revenue Service to be includable in the gross income of the Lessor for federal income tax purposes."

5. Section 23 is hereby replaced with the following:

23. NOTICES. Any notices and demands under or related to this document shall be in writing and delivered to the intended party at its address stated herein (if to Lessor 1111 Polaris Parkway, Suite 3A – OH1-1085, Columbus, Ohio 43240-2050, to the attention of the GNPH Operations Manager). Notice shall be deemed sufficiently given or made (a) upon receipt if delivered by hand, (b) on the Delivery Day after the day of deposit with a nationally recognized courier service, (c) on the third Delivery Day after the day of deposit in the United States mail, sent certified, postage prepaid with return receipt requested, and (d) only if to Lessee, on the third Delivery Day after the notice is deposited in the United States mail, postage prepaid. "Delivery Day" means a day other than a Saturday, a Sunday, or any other day on which national banking associations are authorized to be closed. Any party may change its address for the purposes of the receipt of notices and demands by giving notice of such change in the manner provided in this provision.

JURY WAIVER: ALL PARTIES TO THIS MASTER LEASE WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY ANY PARTY AGAINST ANY OTHER PARTY ON ANY MATTER WHATSOEVER ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS MASTER LEASE AND ANY LEASE.

6. Except as expressly amended by this Amendment and other written instruments signed by Lessor and Lessee, the Master Lease remains unchanged and in full force and effect. The modifications made pursuant to this Amendment shall apply to all existing and future Schedules under the Master Lease.

IN WITNESS, the parties hereto have executed this Amendment as of the date first referenced above.

CITY OF LITTLETON
(Lessee)

JPMORGAN CHASE BANK, N.A.
(Lessor)

By: _____

By: _____

Title: _____

Title: Authorized Officer



MASTER LEASE-PURCHASE AGREEMENT

Dated As of: **FEBRUARY 21, 2012**

Lessee: **CITY OF LITTLETON**

This Master Lease-Purchase Agreement together with all addenda, riders and attachments hereto, as the same may from time to time be amended, modified or supplemented ("Master Lease") is made and entered by and between **JPMORGAN CHASE BANK, N.A.** ("Lessor") and the lessee identified above ("Lessee").

1. LEASE OF EQUIPMENT. Subject to the terms and conditions of this Master Lease, Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, all Equipment described in each Schedule signed from time to time by Lessee and Lessor.

2. CERTAIN DEFINITIONS. All terms defined in the Lease are equally applicable to both the singular and plural form of such terms. (a) "Schedule" means each Lease Schedule signed and delivered by Lessee and Lessor, together with all addenda, riders, attachments, certificates and exhibits thereto, as the same may from time to time be amended, modified or supplemented. Lessee and Lessor agree that each Schedule (except as expressly provided in said Schedule) incorporates by reference all of the terms and conditions of the Master Lease. (b) "Lease" means any one Schedule and this Master Lease as incorporated into said Schedule. (c) "Equipment" means the property described in each Schedule, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto. (d) "Lien" means any security interest, lien, mortgage, pledge, encumbrance, judgment, execution, attachment, warrant, writ, levy, other judicial process or claim of any nature whatsoever by or of any person.

3. LEASE TERM. The term of the lease of the Equipment described in each Lease ("Lease Term") commences on the first date any of such Equipment is accepted by Lessee pursuant to Section 5 hereof or on the date specified in the Schedule for such Lease and, unless earlier terminated as expressly provided in the Lease, continues until Lessee's payment and performance in full of all of Lessee's obligations under the Lease.

4. RENT PAYMENTS.

4.1 For each Lease, Lessee agrees to pay to Lessor the rent payments in the amounts and at the times as set forth in the Payment Schedule attached to the Schedule ("Rent Payments"). A portion of each Rent Payment is paid as and represents the payment of interest as set forth in the Payment Schedule. Lessee acknowledges that its obligation to pay Rent Payments including interest therein accrues as of the Accrual Date stated in the Schedule or its Payment Schedule; provided, that no Rent Payment is due until Lessee accepts the Equipment under the Lease or the parties execute an escrow agreement. Rent Payments will be payable for the Lease Term in U.S. dollars, without notice or demand at the office of Lessor (or such other place as Lessor may designate from time to time in writing).

4.2 If Lessor receives any payment from Lessee later than ten (10) days from the due date, Lessee shall pay Lessor on demand as a late charge five per cent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law.

4.3 EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 6 HEREOF OR IN ANY WRITTEN MODIFICATION TO THE LEASE SIGNED BY LESSOR, THE OBLIGATION TO PAY RENT PAYMENTS UNDER EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND SHALL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER.

5. DELIVERY; ACCEPTANCE; FUNDING CONDITIONS.

5.1 Lessee shall arrange for the transportation, delivery and installation of all Equipment to the location specified in the Schedule ("Location") by Equipment suppliers ("Suppliers") selected by Lessee. Lessee shall pay all costs related thereto.

5.2 Lessee shall accept Equipment as soon as it has been delivered and is operational. Lessee shall evidence its acceptance of any Equipment by signing and delivering to Lessor the applicable Schedule. If Lessee signs and delivers a Schedule and if all Funding Conditions have been satisfied in full, then Lessor will pay or cause to be paid the costs of such Equipment as stated in the Schedule ("Purchase Price") to the applicable Supplier.

5.3 Lessor shall have no obligation to pay any Purchase Price unless all reasonable conditions established by Lessor ("Funding Conditions") have been satisfied, including, without limitation, the following: (a) Lessee has signed and delivered the Schedule and its Payment Schedule; (b) no Event of Default shall have occurred and be continuing; (c) no material adverse change shall have occurred in the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder (collectively, the "Code"); (d) no material adverse change shall have occurred in the financial condition of Lessee or any Supplier; (e) the Equipment is reasonably satisfactory to Lessor and is free and clear of any Liens (except Lessor's Liens); (f) all representations of Lessee in the Lease remain true, accurate and complete; and (g) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor: (1) evidence of insurance coverage required by the Lease; (2) an opinion of Lessee's counsel; (3) reasonably detailed invoices for the Equipment; (4) Uniform Commercial Code (UCC) financing statements; (5) copies of resolutions by Lessee's governing body authorizing the Lease and incumbency certificates for the person(s) who will sign the Lease; (6) such documents and certificates relating to the tax-exempt interest payable under the Lease (including, without limitation, IRS Form 8038G or 8038GC) as Lessor may request; and (7) such other documents and information previously identified by Lessor or otherwise reasonably requested by Lessor.

6. TERMINATION FOR GOVERNMENTAL NON-APPROPRIATIONS.

6.1 For each Lease, Lessee represents and warrants: that it has appropriated and budgeted the necessary funds to make all Rent Payments required pursuant to such Lease for the remainder of the fiscal year in which the Lease Term commences; and that it currently intends to make Rent Payments for the full Lease Term as scheduled in the applicable Payment Schedule if funds are appropriated for the Rent Payments in each succeeding fiscal year by its governing body. Without contractually committing itself to do so, Lessee reasonably believes that moneys in an amount sufficient to make all Rent Payments can and will lawfully be appropriated therefor. Lessee directs the person in charge of its budget requests to include the Rent Payments payable during each fiscal year in the budget request presented to Lessee's governing body for such fiscal year; provided, that Lessee's governing body retains authority to approve or reject any such budget request. All Rent Payments shall be payable out of the general funds of Lessee or out of other funds legally appropriated therefor. Lessor agrees that no Lease will be a general obligation of Lessee and no Lease shall constitute a pledge of either the full faith and credit of Lessee or the taxing power of Lessee.

6.2 If Lessee's governing body fails to appropriate sufficient funds in any fiscal year for Rent Payments or other payments due under a Lease and if other funds are not legally appropriated for such payments, then a "Non-Appropriation Event" shall be deemed to have occurred. If a Non-Appropriation Event occurs, then: (a) Lessee shall give Lessor immediate notice of such Non-Appropriation Event and provide written evidence of such failure by Lessee's governing body; (b) on the Return Date, Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the affected Lease, at Lessee's sole expense, in accordance with Section 21 hereof; and (c) the affected Lease shall terminate on the Return Date without penalty to Lessee, provided, that Lessee shall pay all Rent Payments and other amounts payable under the affected Lease for which funds shall have been appropriated, provided further, that Lessee shall pay month-to-month rent at the rate set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment under this Section 6.2. "Return Date" means the last day of the fiscal year for which appropriations were made for the Rent Payments due under a Lease.

7. LIMITATION ON WARRANTIES. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, AS TO THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY OF THE EQUIPMENT OR AS TO THE VALUE, DESIGN, CONDITION, USE, CAPACITY OR DURABILITY OF ANY OF THE EQUIPMENT. For and during the Lease Term, Lessor hereby assigns to Lessee any manufacturer's or Supplier's product warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's sole expense. Lessee agrees that (a) all Equipment will have been purchased by Lessor in accordance with Lessee's specifications from Suppliers selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer's or Supplier's product warranties or guaranties, (d) no manufacturer or Supplier or any representative of said parties is an agent of Lessor, and (e) any warranty, representation, guaranty or agreement made by any manufacturer or Supplier or any representative of said parties shall not be binding upon Lessor.

8. TITLE; SECURITY INTEREST.

8.1 Upon Lessee's acceptance of any Equipment under a Lease, title to the Equipment shall vest in Lessee, subject to Lessor's security interest therein and all of Lessor's other rights under such Lease including, without limitation, Sections 6, 20 and 21 hereof.

8.2 As collateral security for the Secured Obligations, Lessee hereby grants to Lessor a first priority security interest in any and all of the Equipment (now existing or hereafter acquired) and any and all proceeds thereof. Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, UCC financing statements and any amendments thereto.

8.3 "Secured Obligations" means Lessee's obligations to pay all Rent Payments and all other amounts due and payable under all present and future Leases and to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due, or existing or hereafter arising) of Lessee under all present and future Leases.

9. PERSONAL PROPERTY. All Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon.

10. MAINTENANCE AND OPERATION. Lessee agrees it shall, at its sole expense: (a) repair and maintain all Equipment in good condition and working order and supply and install all replacement parts or other devices when required to so maintain the Equipment or when required by applicable law or regulation, which parts or devices shall automatically become part of the Equipment; and (b) use and operate all Equipment in a careful manner in the normal course of its operations and only for the purposes for which it was designed in accordance with the manufacturer's warranty requirements, and comply with all laws and regulations relating to the Equipment. If any Equipment is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement by a party reasonably satisfactory to Lessor. No maintenance or other service for any Equipment will be provided by Lessor. Lessee will not make any alterations, additions or improvements ("Improvements") to any Equipment without Lessor's prior written consent unless the Improvements may be readily removed without damage to the operation, value or utility of such Equipment, but any such Improvements not removed prior to the termination of the applicable Lease shall automatically become part of the Equipment.

11. LOCATION; INSPECTION. Equipment will not be removed from, or if Equipment is rolling stock its permanent base will not be changed from, the Location without Lessor's prior written consent which will not be unreasonably withheld. Upon reasonable notice to Lessee, Lessor may enter the Location or elsewhere during normal business hours to inspect the Equipment.

12. LIENS, SUBLEASES AND TAXES.

12.1 Lessee shall keep all Equipment free and clear of all Liens except those Liens created under its Lease. Lessee shall not sublet or lend any Equipment or permit it to be used by anyone other than Lessee or Lessee's employees.

12.2 Lessee shall pay when due all Taxes which may now or hereafter be imposed upon any Equipment or its ownership, leasing, rental, sale, purchase, possession or use, upon any Lease or upon any Rent Payments or any other payments due under any Lease. If Lessee fails to pay such Taxes when due, Lessor shall have the right, but not the obligation, to pay such Taxes. If Lessor pays any such Taxes, then Lessee shall, upon demand, immediately reimburse Lessor therefor. "Taxes" means present and future taxes, levies, duties, assessments or other governmental charges that are not based on the net income of Lessor, whether they are assessed to or payable by Lessee or Lessor, including, without limitation (a) sales, use, excise, licensing, registration, titling, gross receipts, stamp and personal property taxes, and (b) interest, penalties or fines on any of the foregoing.

13. RISK OF LOSS.

13.1 Lessee bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part from any reason whatsoever ("Casualty Loss"). No Casualty Loss to any Equipment shall relieve Lessee from the obligation to make any Rent Payments or to perform any other obligation under any Lease. Proceeds of any insurance recovery will be applied to Lessee's obligations under this Section 13.

13.2 If a Casualty Loss occurs to any Equipment, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

13.3 If Lessor determines that any item of Equipment has suffered a Casualty Loss beyond repair ("Lost Equipment"), then Lessee shall either: (a) immediately replace the Lost Equipment with similar equipment in good repair, condition and working order free and clear of any Liens (except Lessor's Liens), in which event such replacement equipment shall automatically be Equipment under the applicable Lease, and deliver to Lessor true and complete copies of the invoice or bill of sale covering the replacement equipment; or (b) on earlier of 60 days after the Casualty Loss or the next scheduled Rent Payment date, pay Lessor (i) all amounts owed by Lessee under the applicable Lease, including the Rent Payments due on or accrued through such date plus (ii) an amount equal to the Termination Value as of the Rent Payment date (or if the Casualty Loss payment is due between Rent Payment dates, then as of the Rent Payment date preceding the date that the Casualty Loss payment is due) set forth in the Payment Schedule to the applicable Lease. If Lessee is making such payment with respect to less than all of the Equipment under a Lease, then Lessor will provide Lessee with the pro rata amount of the Rent Payment and Termination Value to be paid by Lessee with respect to the Lost Equipment and a revised Payment Schedule.

13.4 To the extent not prohibited by State law, Lessee shall bear the risk of loss for, shall pay directly, and shall defend against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney's fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. These

obligations of Lessee shall survive any expiration or termination of any Lease. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorney's fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms of the applicable Lease or which arise directly from the gross negligence or willful misconduct of Lessor.

14. INSURANCE.

14.1 (a) Lessee at its sole expense shall at all times keep all Equipment insured against all Casualty Losses for an amount not less than the Termination Value of the Equipment. Proceeds of any such insurance covering damage or loss of any Equipment shall be payable to Lessor as loss payee. (b) Lessee at its sole expense shall at all times carry public liability and third party property damage insurance in amounts reasonably satisfactory to Lessor protecting Lessee and Lessor from liabilities for injuries to persons and damage to property of others relating in any way to any Equipment. Proceeds of any such public liability or property insurance shall be payable first to Lessor as additional insured to the extent of its liability, and then to Lessee.

14.2 All insurers shall be reasonably satisfactory to Lessor. Lessee shall promptly deliver to Lessor satisfactory evidence of required insurance coverage and all renewals and replacements thereof. Each insurance policy will require that the insurer give Lessor at least 30 days prior written notice of any cancellation of such policy and will require that Lessor's interests remain insured regardless of any act, error, misrepresentation, omission or neglect of Lessee. The insurance maintained by Lessee shall be primary without any right of contribution from insurance which may be maintained by Lessor.

15. PREPAYMENT OPTION. Upon thirty (30) days prior written notice by Lessee to Lessor, and so long as there is no Event of Default then existing, Lessee shall have the option to prepayment Lessee's obligations under a Lease on any Rent Payment due date by paying to Lessor all Rent Payments then due (including accrued interest, if any) for such Lease plus the Termination Value amount set forth on the Payment Schedule to such Lease for such date. Upon satisfaction by Lessee of such prepayment conditions, Lessor shall release its Lien on such Equipment and Lessee shall retain its title to such Equipment "AS-IS, WHERE-IS", without representation or warranty by Lessor, express or implied, except for a representation that such Equipment is free and clear of any Liens created by Lessor.

16. LESSEE'S REPRESENTATIONS AND WARRANTIES. With respect to each Lease and its Equipment, Lessee hereby represents and warrants to Lessor that: (a) Lessee has full power, authority and legal right to execute and deliver the Lease and to perform its obligations under the Lease, and all such actions have been duly authorized by appropriate findings and actions of Lessee's governing body; (b) the Lease has been duly executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms; (c) the Lease is authorized under, and the authorization, execution and delivery of the Lease complies with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and property acquisition laws) and all applicable judgments and court orders; (d) the execution, delivery and performance by Lessee of its obligations under the Lease will not result in a breach or violation of, nor constitute a default under, any agreement, lease or other instrument to which Lessee is a party or by which Lessee's properties may be bound or affected; (e) there is no pending, or to the best of Lessee's knowledge threatened, litigation of any nature which may have a material adverse effect on Lessee's ability to perform its obligations under the Lease; and (f) Lessee is a state, or a political subdivision thereof, as referred to in Section 103 of the Code, and Lessee's obligation under the Lease constitutes an enforceable obligation issued on behalf of a state or a political subdivision thereof.

17. TAX COVENANTS. Lessee hereby covenants and agrees that: (a) Lessee shall comply with all of the requirements of Section 149(a) and Section 149(e) of the Code, as the same may be amended from time to time, and such compliance shall include, but not be limited to, executing and filing Internal Revenue Form 8038G or 8038GC, as the case may be, and any other information statements reasonably requested by Lessor; (b) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, any Lease to be an "arbitrage bond" within the meaning of Section 148(a) of the Code or any Lease to be a "private activity bond" within the meaning of Section 141(a) of the Code; and (c) Lessee shall not do (or cause to be done) any act which will cause, or by omission of any act allow, the interest portion of any Rent Payments to be or become includable in gross income for Federal income taxation purposes under the Code.

18. ASSIGNMENT.

18.1 Lessee shall not assign, transfer, pledge, hypothecate, nor grant any Lien on, nor otherwise dispose of, any Lease or any Equipment or any interest in any Lease or Equipment.

18.2 Lessor may assign its rights, title and interest in and to any Lease or any Equipment, and/or may grant or assign a security interest in any Lease and its Equipment, in whole or in part, to any party at any time. Any such assignee or lienholder (an "Assignee") shall have all of the rights of Lessor under the applicable Lease. **LESSEE AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR.** Unless otherwise agreed by Lessee in writing, any

such assignment transaction shall not release Lessor from any of Lessor's obligations under the applicable Lease. An assignment or reassignment of any of Lessor's right, title or interest in a Lease or its Equipment shall be enforceable against Lessee only after Lessee receives a written notice of assignment which discloses the name and address of each such Assignee; provided, that such notice from Lessor to Lessee of any assignment shall not be so required if Lessor assigns a Lease to JPMORGAN CHASE & CO. any of its direct or indirect subsidiaries. Lessee shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code and for such purpose, Lessee hereby appoints Lessor (or Lessor's designee) as the book entry and registration agent to keep a complete and accurate record of any and all assignments of any Lease. Lessee agrees to acknowledge in writing any such assignments if so requested.

18.3 Each Assignee of a Lease hereby agrees that: (a) the term Secured Obligations as used in Section 8.3 hereof is hereby amended to include and apply to all obligations of Lessee under the Assigned Leases and to exclude the obligations of Lessee under any Non-Assigned Leases; (b) said Assignee shall have no Lien on, nor any claim to, nor any interest of any kind in, any Non-Assigned Lease or any Equipment covered by any Non-Assigned Lease; and (c) Assignee shall exercise its rights, benefits and remedies as the assignee of Lessor (including, without limitation, the remedies under Section 20 of the Master Lease) solely with respect to the Assigned Leases. "Assigned Leases" means only those Leases which have been assigned to a single Assignee pursuant to a written agreement; and "Non-Assigned Leases" means all Leases excluding the Assigned Leases.

18.4 Subject to the foregoing, each Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

19. EVENTS OF DEFAULT. For each Lease, "Event of Default" means the occurrence of any one or more of the following events as they may relate to such Lease: (a) Lessee fails to make any Rent Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (b) Lessee fails to perform or observe any of its obligations under Sections 12.1, 14 or 18.1 hereof; (c) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it under the Lease and such failure is not cured within thirty (30) days after receipt of written notice thereof by Lessor; (d) any statement, representation or warranty made by Lessee in the Lease or in any writing delivered by Lessee pursuant thereto or in connection therewith proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; (e) Lessee applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, or a petition for relief is filed by Lessee under any federal or state bankruptcy, insolvency or similar law, or a petition in a proceeding under any federal or state bankruptcy, insolvency or similar law is filed against Lessee and is not dismissed within sixty (60) days thereafter; or (f) Lessee shall be in default under any other Lease or under any other financing agreement executed at any time with Lessor.

20. REMEDIES. If any Event of Default occurs, then Lessor may, at its option, exercise any one or more of the following remedies:

(a) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all amounts then currently due under all Leases and all remaining Rent Payments due under all Leases during the fiscal year in effect when the Event of Default occurs together with interest on such amounts at the rate of twelve percent (12%) per annum (but not to exceed the highest rate permitted by applicable law) from the date of Lessor's demand for such payment;

(b) Lessor may require Lessee to promptly return all Equipment under all or any of the Leases to Lessor in the manner set forth in Section 21 (and Lessee agrees that it shall so return the Equipment), or Lessor may, at its option, enter upon the premises where any Equipment is located and repossess any Equipment without demand or notice, without any court order or other process of law and without liability for any damage occasioned by such repossession;

(c) Lessor may sell, lease or otherwise dispose of any Equipment under all or any of the Leases, in whole or in part, in one or more public or private transactions, and if Lessor so disposes of any Equipment, then Lessor shall retain the entire proceeds of such disposition free of any claims of Lessee, provided, that if the net proceeds of the disposition of all the Equipment exceeds the applicable Termination Value of all the Schedules plus the amounts payable by Lessee under clause (a) above of this Section and under clause (f) below of this Section, then such excess amount shall be remitted by Lessor to Lessee;

(d) Lessor may terminate, cancel or rescind any Lease as to any and all Equipment;

(e) Lessor may exercise any other right, remedy or privilege which may be available to Lessor under applicable law or, by appropriate court action at law or in equity, Lessor may enforce any of Lessee's obligations under any Lease; and/or

(f) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all out-of-pocket costs and expenses incurred by Lessor as a result (directly or indirectly) of the Event of Default and/or of Lessor's actions under this section, including, without limitation, any attorney fees and expenses and any costs related to the repossession, safekeeping, storage, repair, reconditioning or disposition of any Equipment.

None of the above remedies is exclusive, but each is cumulative and in addition to any other remedy available to Lessor. Lessor's exercise of one or more remedies shall not preclude its exercise of any other remedy. No delay or failure on the part of Lessor to exercise any remedy under any Lease shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise of any remedy preclude any other exercise thereof or the exercise of any other remedy.

21. RETURN OF EQUIPMENT. If Lessor is entitled under the provisions of any Lease, including any termination thereof pursuant to Sections 6 or 20 of this Master Lease, to obtain possession of any Equipment or if Lessee is obligated at any time to return any Equipment, then (a) title to the Equipment shall vest in Lessor immediately upon Lessor's notice thereof to Lessee, and (b) Lessee shall, at its sole expense and risk, immediately de-install, disassemble, pack, crate, insure and return the Equipment to Lessor (all in accordance with applicable industry standards) at any location in the continental United States selected by Lessor. Such Equipment shall be in the same condition as when received by Lessee (reasonable wear, tear and depreciation resulting from normal and proper use excepted), shall be in good operating order and maintenance as required by the applicable Lease, shall be free and clear of any Liens (except Lessor's Lien) and shall comply with all applicable laws and regulations. Until Equipment is returned as required above, all terms of the applicable Lease shall remain in full force and effect including, without limitation, obligations to pay Rent Payments and to insure the Equipment. Lessee agrees to execute and deliver to Lessor all documents reasonably requested by Lessor to evidence the transfer of legal and beneficial title to such Equipment to Lessor and to evidence the termination of Lessee's interest in such Equipment.

22. LAW GOVERNING. Each Lease shall be governed by the laws of the state of where Lessee is located (the "State").

23. NOTICES. All notices to be given under any Lease shall be made in writing and either personally delivered or mailed by regular or certified mail or sent by an overnight courier delivery company to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notices shall be deemed to have been received five (5) days subsequent to mailing.

24. FINANCIAL INFORMATION. As soon as they are available after their completion in each fiscal year of Lessee during any Lease Term, Lessee will deliver to Lessor upon Lessor's request the publicly available annual financial information of Lessee.

25. SECTION HEADINGS. All section headings contained herein or in any Schedule are for convenience of reference only and do not define or limit the scope of any provision of any Lease.

26. EXECUTION IN COUNTERPARTS. Each Schedule to this Master Lease may be executed in several counterparts, each of which shall be deemed an original, but all of which shall be deemed one instrument. If more than one counterpart of each Schedule is executed by Lessee and Lessor, then only one may be marked "Lessor's Original" by Lessor. A security interest in any Schedule may be created through transfer and possession only of: the sole original of said Schedule if there is only one original; or the counterpart marked "Lessor's Original" if there are multiple counterparts of said Schedule.

27. ENTIRE AGREEMENT; WRITTEN AMENDMENTS. Each Lease, together with the exhibits, schedules and addenda attached thereto and made a part hereof and other attachments thereto constitute the entire agreement between the parties with respect to the lease of the Equipment covered thereby, and such Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of any Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

CITY OF LITTLETON

(Lessee)

By: _____

Title: _____

[Signature]
Finance Director

JPMORGAN CHASE BANK, N.A.

(Lessor)

By: _____

Title: Authorized Officer

[Signature]



MASTER LEASE-PURCHASE ADDENDUM
(For State & Local Government Lessee in Colorado)

Dated: FEBRUARY 21, 2012

Master Lease-Purchase Agreement Date: FEBRUARY 21, 2012

Lessee: CITY OF LITTLETON

Reference is made to the above Master Lease-Purchase Agreement ("Master Lease") by and between **JPMORGAN CHASE BANK, N.A.** ("Lessor") and the above lessee ("Lessee"). This Addendum amends and modifies the terms and conditions of the Master Lease and is hereby made a part of the Master Lease. Unless otherwise defined herein, capitalized terms defined in the Master Lease shall have the same meaning when used herein.

NOW, THEREFORE, as part of the valuable consideration to induce the execution of Leases, Lessor and Lessee hereby agree to amend the Master Lease as follows:

1. The entire Section 3 of the Master Lease is amended and restated as follows:

3. TERM.

(a) The term of the lease of the Equipment described in each Lease ("Lease Term") commences on the first date any of such Equipment is accepted by Lessee pursuant to Section 5 hereof and, unless earlier terminated as expressly provided in the Lease, continues until Lessee's payment and performance in full of all of Lessee's obligations under the Lease. Each Lease Term shall consist of an Original Term and, if renewed as stated below, such number of Renewal Terms as shall extend the Lease Term of a Lease to the date that the last Rental Payment stated in the Payment Schedule to such Lease is due and payable.

(b) The Original Term of each Lease will commence on the first date any of the Equipment is accepted by Lessee pursuant to Section 5 hereof and shall extend to the last day of the fiscal year of Lessee in which such commencement date occurs. Lessee has the option to renew the Lease Term of each Lease and each Renewal Term of a Lease shall be twelve months, shall correspond to Lessee's fiscal year and shall commence on the first day following the last day of the Original Term or the preceding Renewal Term, as the case may be; provided, that the last scheduled Renewal Term of a Lease shall be such lesser number of months as may be necessary to extend the Lease Term of the Lease to the date that the last Rent Payment stated in the Payment Schedule is due and payable.

(c) The Original Term of each Lease shall terminate on the last day of the fiscal year of Lessee that corresponds to the Original Term and each Renewal Term shall terminate on the last day of the fiscal year of Lessee that corresponds to said Renewal Term; provided, that the Original Term and each Renewal Term of each Lease may be renewed for the succeeding Renewal Term, but only if a Renewal Act is taken by Lessee. "Renewal Act" means the affirmative act of Lessee whereby Lessee gives notice of its intent to renew the affected Lease for the applicable Renewal Term; provided, that, if permitted by applicable State law, the act of the governing body of Lessee whereby it appropriates funds to pay Rent Payments for a Lease that are due and payable in such succeeding Renewal Term shall be deemed such an affirmative act of Lessee."

2. The entire Section 6 of the Master Lease is amended and restated as follows:

6. TERMINATION FOR NON-RENEWAL.

6.1 For each Lease, Lessee represents and warrants: that it has appropriated and budgeted the necessary funds to make all Rent Payments required pursuant to such Lease for the remainder of the fiscal year in which the Lease Term commences; and that it currently intends to make Rent Payments for the full Lease Term as scheduled in the applicable Payment Schedule. Without contractually committing itself to do so, Lessee reasonably believes that moneys in an amount sufficient to make all Rent Payments can and will lawfully be appropriated and made available therefor. All Rent Payments shall be payable out of the general funds of Lessee or out of other funds legally available therefor. Lessor agrees that no Lease will be a general obligation of Lessee and no Lease shall constitute a pledge of either the full faith and credit of Lessee or the taxing power of Lessee.

6.2 If Lessee fails to renew a Lease Term of a Lease as provided above, then a "Non-Renewal Event" shall be deemed to have occurred. If a Non-renewal Event occurs, then: (a) Lessee shall give Lessor immediate notice of such Non-Renewal Event; (b) on the Return Date, Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the affected Lease, at Lessee's sole expense, in accordance with Section 21 hereof; and (c) the affected Lease shall terminate on the Return Date without penalty to Lessee, provided, that Lessee shall pay all Rent Payments and other amounts payable under the affected Lease for which funds shall have been appropriated or are otherwise legally available, provided further, that Lessee shall pay month-to-month rent at the rate set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment under this Section 6.2. "Return Date" means the last day of the fiscal year for which appropriations were made for the Rent Payments due under a Lease.

Except as expressly amended by this Addendum and other modifications signed by Lessor and Lessee, the Master Lease remains unchanged and in full force and effect. This Addendum shall control in the event of any conflict between its terms and conditions and the terms and conditions of the Master Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first referenced above.

CITY OF LITTLETON

(Lessee)

By: _____

Title: _____

Finance Director

JPMORGAN CHASE BANK, N.A.

(Lessor)

By: _____

Title: Authorized Officer

MASTER LEASE-PURCHASE AMENDMENT
(Financial Reporting Modifications)

Dated: FEBRUARY 21, 2012

Master Lease-Purchase Agreement dated: February 21, 2012

Lessee: CITY OF LITTLETON

Reference is made to the above Master Lease-Purchase Agreement together with all previous addenda, amendments, supplements and modifications thereto (collectively, the "Master Lease") by and between JPMORGAN CHASE BANK, N.A. ("Lessor") and the above lessee ("Lessee"). This Amendment amends and modifies the terms and conditions of the Master Lease and is hereby made a part of the Master Lease. Unless otherwise defined herein, capitalized terms defined in the Master Lease shall have the same meaning when used herein.

NOW, THEREFORE, as part of the valuable consideration to induce the execution of Lease Schedules, Lessor and Lessee hereby agree to amend the Master Lease as follows:

1. **FINANCIAL INFORMATION.** In addition to all other requirements of the Master Lease with respect to delivery of financial information, Lessee agrees to deliver to Lessor the annual audited financial information for Lessee no later than 180 days after the end of each fiscal year of Lessee.

2. **GENERAL.** Except as expressly amended by this Amendment and other modifications signed by Lessor and Lessee, the Master Lease remains unchanged and in full force and effect. The modifications made pursuant to this Amendment shall apply to all existing and future Lease Schedules under the Master Lease.

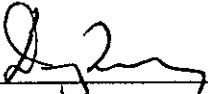
IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first referenced above.

CITY OF LITTLETON

(Lessee)

By: _____

Title: _____


Financial Director

JPMORGAN CHASE BANK, N.A.

(Lessor)

By: _____

Title: Authorized Officer



**AFFIDAVIT OF SOLE SUPPLIER
DUE TO STANDARDIZATION OF EQUIPMENT**

I, Chris Armstrong, Fire Chief, Director of Littleton Fire Rescue
(Name) (Name of Department)

Department, have reviewed vendors' catalogs, the Thomas Register of American Manufacturers, trade journals, the Municipal Index and the yellow pages of the Denver telephone directory and have determined that the Pierce/Oshkosh Corporation is the sole
(Name of Vendor)

supplier of Tower Ladder Truck/Velocity Chassis, Tak-4 front axle, Husky 12 foam system, and the Command Zone electronics system, and there is no other supplier of the
(Name of Item)

item(s) or similar item(s) due to standardization requirements.



Department Head Signature

11/9/16

Date



Littleton Fire Rescue
1221 W Mineral Avenue
Suite 100
Littleton, Colorado 80120



Proudly serving the communities of:

*City of Littleton
Littleton Fire Protection District
Metro Districts Highlands Ranch*

To: Doug Farman, Finance Director

From: Wayne Zygowicz, Logistics Chief

Cc: Chris Armstrong, Fire Chief

Subject: Purchase of New Pierce Velocity 100' Platform

Date: November 9, 2016

This memo is in reference to the purchase of a new Velocity Platform truck designed by Pierce/Oshkosh Corporation. Pierce is the sole source provider for this unit which meets the needs and specifications of the *Littleton Fire Rescue*. The specifications for this Platform truck are similar in nature to the last five trucks purchased from Pierce, an exclusive distributor of the Velocity Chassis, Tak-4 front axle, Husky 12 foam system, and the Command Zone electronics system. Littleton Fire Rescue currently has 6 Pierce Engines and 1 Pierce Ladder truck. This sole source purchase will reduce costs and logistics in research and design, specifications, parts, training and warranty relations.

Additional reasons for a sole source purchase through Pierce Manufacturing, Inc.:

- Standardization of fire apparatus fleet including chassis, body layout, instrumentation configuration, pump panel layout, compartmentation, hose beds and ladder storage.
- Standardization of the fire mechanics training on truck systems.
- Standardization of the parts inventory for Fleet Maintenance
- 24/7 Pierce response system set up for mechanics and authorized personnel.
- Pierce parts and information website available to customers. Visit www.pierceparts.com. Items included on the website are parts availability, diagrams, manuals, etc.
- Standardization of specifications saves engineering costs.
- Reduced delivery time by 12 months.
- Sole source for warranty services. Pierce builds the chassis, body, electrical and foam systems and are solely responsible for the warranty service and parts availability of these systems.
- Pierce has been in business since 1914 and carries an A bond rating
- Pierce has ISO-9001 certification in areas of engineering, design, manufacturing, installation and customer service.
- Pierce in-house R&D and testing services.
- Third party certifications done by Underwriter's Laboratory, UL, exclusively.
- Local service will be provided through *Front Range Fire Apparatus*, Evans, Colorado
- *Front Range Fire Apparatus* has been a Pierce dealer since 1985 and is currently rated at the highest level for sales and service within the Pierce dealer network.
- Road service and warranty work will be available through *Front Range Fire Apparatus*
- *Front Range Fire Apparatus* service centers are staffed with EVT and ASE certified mechanics.



Staff Communication

File #: Resolution 60-2016, **Version:** 1

Agenda Date: 11/15/2016

Subject:

Intergovernmental Agreement with Arapahoe County for continued use of Digital Trunked Radio System

Presented By: Doug Stephens, Police Chief

POLICY QUESTION:

Does city council support an Intergovernmental Agreement between the Arapahoe County Radio Communication Network and the Littleton Police Department?

BACKGROUND:

The Littleton Police Department (LPD) has utilized the Arapahoe County Radio Communication Network since at least 1996. The county maintains the Digital Trunked Radio System (DTRS) which comprises radio repeaters, electronic hardware, software, and towers/antennas. This radio system also integrates with the statewide DTRS which allows interoperability between Colorado law enforcement agencies.

STAFF ANALYSIS:

Communication is vital to emergency operations. Access to the Arapahoe County Radio Communications Network allows LPD to communicate on a proven network. Without this access and services provided through the county it would be impossible for the LPD to provide basic services and respond to emergencies in the city. Arapahoe County has been a great partner providing a properly maintained and reliable radio system. This agreement is a necessity for the safety and wellbeing of the community.

FISCAL IMPACTS:

The LPD will pay an annual operation and maintenance fee of \$25 per device. The rate per radio is the same since 1996. The county is also asking for a one-time user fee of \$325 for each device added after January 1, 2017. The LPD is not planning to add more devices so this cost should not affect the budget.

STAFF RECOMMENDATION:

Staff recommends that council approve the resolution modifying the IGA between the Arapahoe County Radio Communication Network and the Littleton Police Department.

PROPOSED MOTION:

I move to approve the resolution approving an Intergovernmental Agreement between the Arapahoe County Radio Communication Network and the Littleton Police Department.

INTRODUCED, READ AND ADOPTED at a regularly scheduled meeting of the City Council
of the City of Littleton, Colorado, on the 15th day of November, 2016, at 6:30 p.m. at the
Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

ATTEST:

Wendy Heffner
CITY CLERK

Bruce O. Beckman
MAYOR

APPROVED AS TO FORM:

Kenneth S. Fellman
ACTING CITY ATTORNEY

**INTERGOVERNMENTAL AGREEMENT REGARDING SHARED USE OF ARAPAHOE
COUNTY'S RADIO COMMUNICATIONS NETWORK SYSTEM
[And Consolidated Communications Network of Colorado (CCNC)]**

This Intergovernmental Agreement entered into this 1st day of October, 2016, by and between Arapahoe County, Colorado, (hereinafter the "County") and City of Littleton, hereinafter referred to as "Subscriber", hereinafter collectively referred to the parties.

WHEREAS, pursuant to the provisions of Sections 29-1-203 C.R.S., and Section 18(2)(a) of Article XIV of the Colorado Constitution, Governmental entities are authorized to cooperate and contract with each other for the purpose of intergovernmentally providing any function, service, or facility authorized to it, and further including authority to provide for the joint exercise of such function, service, or facilities; and

WHEREAS, in the performance of its governmental functions, the County has obtained a Digital Trunked Radio System (hereinafter sometimes referred to as "DTRS") presently consisting of radio sites containing trunked radio repeaters, related electronic hardware equipment, software, and towers/antennas; and

WHEREAS, the County operates and maintains the DTRS for an improved radio communications function for its various governmental functions including law enforcement, road and bridge, animal control, building inspection, public safety and general governmental radio communications; and

WHEREAS, the County has integrated their DTRS with the statewide DTRS, which is managed by the Consolidated Communications Network of Colorado (CCNC), and migrated all public safety to digital communications for the mutual benefit of all users and automatic interoperability; and

WHEREAS, the County and Subscriber are each authorized to utilize radio communications in the performance of their various governmental functions; and

WHEREAS, the parties wish to cooperate in providing such services and equipment now separately operated by the parties; and

WHEREAS, the parties have determined that this Agreement is necessary, proper and convenient for the continued fostering and preservation of the public peace, health and safety, and for providing a more cost effective and efficient use of governmental resources;

NOW, THEREFORE, IT IS AGREED by and between the County and the Subscriber as follows:

1. The County agrees to permit the Subscriber to utilize the County's portion of the statewide DTRS pursuant to the terms and conditions of this agreement. As a partial reimbursement for the County's cost in obtaining and maintaining the DTRS, Subscriber

**INTERGOVERNMENTAL AGREEMENT REGARDING SHARED USE OF ARAPAHOE
COUNTY'S RADIO COMMUNICATIONS NETWORK SYSTEM
[And Consolidated Communications Network of Colorado (CCNC)]**

shall pay to the County a one-time user fee in the sum of \$325.00 for each serialized device added after January 1, 2017, and shall be entitled to use a portion of the DTRS needed by Subscriber for its law enforcement, fire, public works and other governmental purposes, subject to the terms and conditions of this Agreement. Subscriber shall pay such fee to the County no later than thirty (30) days after the annual billing in February of the following year. This fee is applicable to each additional serialized device that is placed on the County's portion of the DTRS. Replacement devices are not subject to this fee. Said payment shall be made to Arapahoe County for deposit in the County's DTRS Development ("DTRSD") account for use as set forth in paragraph 12.

2. Subject to annual budgeting and appropriation, Subscriber shall also pay an annual operation and maintenance fee of \$25.00 per serialized device. This fee will be billed in February, for the previous year, and each year thereafter, and shall be due and payable within thirty (30) days of such billing.
3. The CCNC has made available 10 talk groups from the DTRS for use by Subscriber. A talk group is generally defined as a computer designated allocation for the routing of transmitted radio or data messages on a multi-frequency trunked radio system, such as the DTRS.
4. The County shall obtain any and all permits, certificates and licenses required by any rules, regulations and laws for the operation of the DTRS. Subscriber will cooperate with the County, to the extent necessary, in obtaining such permits, certificates and licenses.
5. To the best of its ability, the County shall protect and maintain its portion of the DTRS in proper operating condition in such a manner that the DTRS services shall be efficiently rendered to the parties as and when needed.
6. The County agrees to furnish qualified personnel to provide operational control of the DTRS. Operational control is deemed to include all facets of a communications network, including, but not limited to, program, transmission, reception, usage and allocation of the network. Subscriber shall be responsible for purchasing mobile and portable radios compatible with the DTRS. Subscriber shall also be responsible for the maintenance, repair and insurance of its radios and equipment needed for use of the DTRS. Subscriber and its agent(s) agree to operate on the DTRS in accordance with FCC Rules & Regulations, County Policies and CCNC Standard Operational Procedures (SOP).
7. The County shall pay for all expenses of every kind or nature incurred in the operation of the DTRS. Subscriber shall not be liable for any debts or liabilities contracted or incurred by the County or any other entity that may utilize the DTRS.
8. The County shall, at all times, carry and maintain adequate insurance coverage to protect the properties of the DTRS against fire, loss or other hazards that may impair the operations.

**INTERGOVERNMENTAL AGREEMENT REGARDING SHARED USE OF ARAPAHOE
COUNTY'S RADIO COMMUNICATIONS NETWORK SYSTEM
[And Consolidated Communications Network of Colorado (CCNC)]**

9. Subscriber is allocated 10 secured communication talk groups. Additional system talk groups may be requested in writing to the Technical Committee of CCNC.
10. The County may allow other Subscribers to use the DTRS provided such entities enter into an agreement similar to this Intergovernmental Agreement and whose membership has been approved by CCNC.
11. Each party to this Agreement and each party to any other agreement with Arapahoe County for the use of the DTRS shall annually certify the number of radios that it uses as part of the DTRS by January 1st of each year.
12. The County hereby agrees to separately account for the user fees received and utilize such monies solely for equipment replacement, enhancements, or the purchase of additional equipment needed for the DTRS. Any proposed expenditure is subject to the review and recommendation of the Arapahoe County Sheriff's Office and approval of the Board of County Commissioners.
13. The Subscriber shall be responsible to the County and its elected and appointed officials, officers, employees and agents for any and all losses, damages, liabilities, claims, suits, actions or awards, including costs, expenses and attorneys fees, incurred or occasioned as a result of the acts or omissions of the Subscriber, or its principals, employees, agents or subcontractors arising out of or in any way connected with the performance of services under this Agreement. The Subscriber's obligation pursuant to this paragraph, shall survive the completion of the scope of services and shall survive the termination of this Agreement.
14. Either party may terminate its participation in the DTRS upon at least one-year's written notice to the other party. In the event of Subscriber's termination of this agreement under this paragraph, Subscriber shall not be entitled to any distribution from the DTRSD account. In the event of the County's termination of this agreement as to all user(s), the County shall negotiate with the other user(s) for the purchase of its portion of the DTRS by the other user(s) and for the assignment or transfer of any license, permits, leases and/or related agreements associated with the DTRS. Pursuant to any purchase agreement, the County will transfer the balance of DTRSD account to the purchaser. In the event of mutual termination by all user(s) of the County's portion of the DTRS, the balance of the DTRSD account will be distributed on a pro-rata basis to all users based upon each user's historical contribution to the DTRSD account. Subscribers do not have a vested interest in the DTRSD account.
15. Failure to timely pay the annual operation and maintenance fee, as set forth in paragraph 2, by Subscriber shall be deemed a default of this agreement and grounds for termination thereof. In such instance, the County may terminate this agreement upon sixty (60) days' prior written notice to Subscriber and the County may eliminate the transmission capability of the Subscriber. Subscriber shall not be entitled to any distribution from the DTRSD account.

**INTERGOVERNMENTAL AGREEMENT REGARDING SHARED USE OF ARAPAHOE
COUNTY'S RADIO COMMUNICATIONS NETWORK SYSTEM
[And Consolidated Communications Network of Colorado (CCNC)]**

16. Notices to be provided under the Agreement shall be given in writing either by hand delivery, or deposited in the United States Mail, with sufficient postage, to the following:

COUNTY:

Arapahoe County Sheriff's Office
13101 E. Broncos Parkway
Centennial, CO 80112-4558

SUBSCRIBER:

Littleton Police Department
2255 W. Berry Ave
Littleton, Co

17. This agreement constitutes the entire understanding between the parties and shall supersede all prior negotiations, representations, or agreements whether written or oral.
18. This Agreement may not be modified or amended unless mutually agreed upon, in writing, by the parties hereto. Unless otherwise agreed in writing, the Agreement and the interpretation thereof shall be governed by the laws of the State of Colorado.

ATTEST:

Wendy Heffner
CITY CLERK

Bruce O. Beckman
MAYOR

Date

APPROVED AS TO FORM:

Kenneth S. Fellman
ACTING CITY ATTORNEY

ATTEST:
Clerk to the Board

ARAPAHOE COUNTY, CO

Date: _____

Chairman,
Board of Commissioners



Staff Communication

File #: ID# 16-263, Version: 1

Agenda Date: 11/15/2016

Subject:

Certification of the November 1, 2016 regular meeting minutes

Presented By: Wendy Heffner, City Clerk

RECORDING SECRETARY'S CERTIFICATION:

I hereby certify that I have reviewed the video recording for the November 1, 2016 regular meeting of the Littleton City Council and that the video recording is a full, complete, and accurate record of the proceedings and there were no malfunctions in the video or audio functions of the recording

PROPOSED MOTION:

I move to approve, based on the city clerk's certification, the November 1, 2016 video as the minutes for the November 1, 2016 regular meeting of the city council.

Regular Meeting



City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Meeting Minutes

City Council

Tuesday, November 1, 2016

6:30 PM

Council Chamber

1. Roll Call

Present: 7 - Mayor Pro-Tem Brinkman, Council Member Cernanec, Mayor Beckman, Council Member Cole, Council Member Hopping and Council Member Valdes
Council Member Clark arrived at 6:37 p.m.

2. Pledge of Allegiance

3. Approval of Agenda

4. Public Comment

Public Comment on Consent Agenda and General Business items

Ryan Bailey - 5(i) (streambed study in South Platte Park) - in favor
Paul Bingham - 5(h) (Riverside GPDP) - in favor
Rachel Short - 7(a) (Windermere Traffic Calming) - in favor
Stephanie Thomas - 7(a) (Windermere Traffic Calming) - in favor
Pam Chadbourne - 5(g) (Ordinance 27 - Definition of Group Homes); 5(h) (RiversideGPDP) - Not in favor

5. Consent Agenda Items

- f) **Ordinance 20-2016** An ordinance on first reading adopting the 2017 fee schedule.
approved
- g) **Ordinance 27-2016** An ordinance on first reading amending Title 10 of the City Code concerning the definitions of Group Home for Persons with Handicaps, Handicap and Assisted Living Facility and to add supplementary standards for group homes for persons with disabilities.
approved

Regular Meeting

- h) **Ordinance 25-2016** An ordinance on first reading approving a rezoning and an amended Riverside General Planned Development Plan located at 5000 and a portion of 4900 South Prince Street
approved
- i) **Ordinance 26-2016** An ordinance on first reading granting a temporary easement to Civil and Environmental Engineering Department Colorado State University or a streambed study in South Platte Park
approved

Approval of the Consent Agenda

Council Member Cernanec moved and Council Member Cole seconded to approve consent agenda items 5(f), 5(g), 5(h) and 5(i). The vote is 7-0. The motion carries.

Aye: 7 - Mayor Pro Tem Brinkman, Council Member Cernanec, Mayor Beckman, Council Member Clark, Council Member Cole, Council Member Hopping and Council Member Valdes

Items Removed from the Consent Agenda

- a) **Resolution 55-2016** A resolution, as the governing body of the City of Littleton Emergency Medical Transportation Enterprise, adopting the 2017 budget.
item 5(a) was removed from the Consent Agenda by Council Member Clark

Council Member Clark moved and Council Member Valdes seconded to turn down Resolution 55-2016 and bring back as an ordinance at the next regular council meeting on November 15. The vote is 7-0. The motion carries unanimously.

Aye: 7 - Mayor Pro Tem Brinkman, Council Member Cernanec, Mayor Beckman, Council Member Clark, Council Member Cole, Council Member Hopping and Council Member Valdes

- b) **Resolution 56-2016** A resolution, as the governing body of the Littleton Sewer Utility Enterprise, adopting the 2017 budget.

Item 5(b) was removed from the Consent Agenda by Council Member Clark

Council Member Clark moved and Council Member Valdes seconded to turn down Resolution 56-2016 and bring back as an ordinance at the next regular council meeting on November 15. The vote 7-0. The motion carries unanimously.

Aye: 7 - Mayor Pro Tem Brinkman, Council Member Cernanec, Mayor Beckman, Council Member Clark, Council Member Cole, Council Member Hopping and Council Member Valdes

- c) **Resolution 57-2016** A resolution, as the governing body of the City of Littleton Stormwater and Flood Management Utility Enterprise, adopting the 2017 budget.

Regular Meeting

Item 5(c) was removed from the Consent Agency by Council Member Clark

Council Member Clark moved and Council Member Valdes seconded to turn down Resolution 57-2016 and bring back as an ordinance at the next regular council meeting on November 15. The vote is 7-0. The motion carries unanimously.

Aye: 7 - Mayor Pro Tem Brinkman, Council Member Cernanec, Mayor Beckman, Council Member Clark, Council Member Cole, Council Member Hopping and Council Member Valdes

- d) Ordinance 24-2016** An ordinance on second reading approving the modification of the Term of the Master Services Agreement with Comcast Cable Communications Management, LLC, for telecommunications connectivity services.

Item 5(d) was removed from the Consent Agenda by Council Member Cole

Council Member Cernanec moved and Mayor Pro Tem Brinkman seconded to approve the ordinance on first reading to modify the term of the Master Services Agreement with Comcast Cable Communications Management, LLC, for telecommunications connectivity services and to schedule a public hearing for November 15, 2016 at 6:30 p.m. in the council chamber with a review by city attorney and Information Services. The vote is 5-2, with Council Member Clark and Council Member Cole voting no. The motion carries.

Aye: 5 - Mayor Pro Tem Brinkman, Council Member Cernanec, Mayor Beckman, Council Member Hopping and Council Member Valdes

Nay: 2 - Council Member Clark and Council Member Cole

- e) Resolution 49-2016** A resolution approving the 2017 Highline Business Improvement District Operating Plan and Budget

Item 5(e) was removed from the Consent Agenda by Council Member Clark

Council Member Clark moved and Council Member Cernanec seconded to postpone Resolution 49-2016 to November 15th, and to request staff from the Highline Business Improvement District to be present. The vote is 7-0. The motion carries unanimously.

Aye: 7 - Mayor Pro Tem Brinkman, Council Member Cernanec, Mayor Beckman, Council Member Clark, Council Member Cole, Council Member Hopping and Council Member Valdes

- j) Resolution 41-2016** A resolution approving a final plat for the Broadmoor Seventh Filing Minor Subdivision

item 5(j) was removed from the Consent Agenda by Council Member Clark

Council Member Clark moved and Council Member Cole seconded to postponed Resolution 41-2016 to November 15. The vote is 1-6, with Council Member Clark voting yes. The motion fails.

Council Member Cernanec moved and Mayor Pro Tem Brinkman seconded to approve the resolution approving the final plat for the Broadmoor Seventh Filing

Regular Meeting

Minor Subdivision, amending the plat to read 7th filing rather than 70th. The vote is 6-1 with Council Member Clark voting no. The motion carries.

Aye: 6 - Mayor Pro Tem Brinkman, Council Member Cernanec, Mayor Beckman, Council Member Cole, Council Member Hopping and Council Member Valdes

Nay: 1 - Council Member Clark

k) ID# 16-259 Certification of the October 18, 2016 regular meeting minutes

Item 5(k) was removed from the Consent Agenda by Council Member Clark

Mayor Pro Tem Brinkman moved and Council Member Cernanec seconded to approve, based on the city clerk's certification, the October 18, 2016 video as the minutes for the October 18, 2016 regular meeting of the city council. The vote is 6-1 with Council Member Clark voting no. The motion carries.

Aye: 6 - Mayor Pro Tem Brinkman, Council Member Cernanec, Mayor Beckman, Council Member Cole, Council Member Hopping and Council Member Valdes

Nay: 1 - Council Member Clark

6. Ordinances for Second Reading and Public Hearing

a) Ordinance 21-2016 An ordinance on second reading to be known as the "Annual Appropriation Bill", adopting the annual budget for all municipal purposes of the City of Littleton, Counties of Arapahoe, Douglas, and Jefferson, State of Colorado, for the fiscal year beginning January 1, 2017 and ending December 31, 2017.

Council Member Cernanec moved and Council Member Valdes seconded to adopt on second reading the ordinance to be known as the "Annual Appropriation Bill," adopting the annual budget for all municipal purposes of the City of Littleton, Counties of Arapahoe, Douglas, and Jefferson, State of Colorado, for the fiscal year beginning January 1, 2017 and ending December 31, 2017. The vote is 6-1 with Council Member Clark voting no. The motion carries.

Aye: 6 - Mayor Pro Tem Brinkman, Council Member Cernanec, Mayor Beckman, Council Member Cole, Council Member Hopping and Council Member Valdes

Nay: 1 - Council Member Clark

b) Ordinance 22-2016 An ordinance on second reading establishing the tax levy of 6.662 mills to defray the costs of municipal government of the City of Littleton, counties of Arapahoe, Douglas, and Jefferson, State of Colorado, for the city's fiscal year beginning January 1, 2017 and ending December 31, 2017.

Council Member Cernanec moved and Council Member Hopping seconded to adopt on second reading the ordinance establishing the tax levy of 6.662 mills to defray the costs of municipal government of the City of Littleton, counties of Arapahoe, Douglas, and Jefferson, State of Colorado, for the city's fiscal year beginning January 1, 2017 and ending December 31, 2017. The vote is 7-0. The motion carries unanimously.

Regular Meeting

Aye: 7 - Mayor Pro Tem Brinkman, Council Member Cernanec, Mayor Beckman, Council Member Clark, Council Member Cole, Council Member Hopping and Council Member Valdes

7. General Business

- a) **ID# 16-256** Windermere Street Traffic Calming

8. Public Comment

Frank Sierra - Littleton Crossing Housing - opposed
Scott Wilson - Littleton Crossing Housing - opposed
Fran Wilson - Littleton Crossing Housing - opposed
Scott Keyser - Littleton Crossing Housing - opposed
Ann Kirkpatrick - Littleton Crossing Housing - opposed
Karen Witt - Littleton Crossing Housing - opposed
Mike Witt - Littleton Crossing Housing - opposed
Ralph Alvarez - Littleton Crossing Housing - opposed
Deanna Cook - Littleton Crossing Housing - opposed
Betsy McCain - Littleton Crossing Housing - opposed
Don Bruns - South Platte Trail - opposed
Carol Brzeczek - Urban Renewal in Englewood / Littleton Crossing Housing - opposed
Pam Chadbourne - Littleton Crossing Housing - in favor

9. Comments / Reports

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

10. Adjournment

Mayor Beckman adjourned the meeting at 10:04 p.m.

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.



Staff Communication

File #: Ordinance 23-2016, **Version:** 2

Agenda Date: 11/15/2016

Subject:

An ordinance on second reading to approve a services agreement and joinder agreement with the Colorado Information Sharing Consortium (CISC) and Numerica for a law enforcement data warehouse.

Presented By: Doug Stephens, Chief of Police
--

POLICY QUESTION:

Does city council support entering into a new services agreement with CISC and Numerica?

BACKGROUND:

The Colorado Information Sharing Consortium (CISC) was originally formed under a Memorandum of Understanding (MOU). The Littleton Police Department (LPD) was one of over 90 member agencies in the CISC across the State of Colorado who agreed to share criminal justice records with each other, utilizing a software platform called COPLINK. The power of this innovation is the collaboration between Colorado law enforcement agencies who, for the first time, could share records through this software. IBM was the software company that operated the system. The CISC is now switching the system administration to a Colorado company called Numerica.

STAFF ANALYSIS:

The Littleton Police Department has shared and obtained criminal justice records through COPLINK since 2008. The information within the software system is routinely used by law enforcement personnel in the field and for follow up on felony investigations. Personnel assigned to the investigations division utilize the application to prepare photographic lineups, develop leads, and link associates to suspects and crimes. This has proven to be an invaluable tool to the LPD and has resulted in resolution of many criminal cases.

FISCAL IMPACTS:

The LPD pays a small fee per sworn officer for COPLINK. The LPD paid approximately \$70 per certified officer (\$5,100) in 2015. Under Numerica's administration the CISC notified all member agencies that total fees and costs for 2017 would not exceed a maximum of \$76.01 per certified officer (\$6,000 approximately) in 2017.

STAFF RECOMMENDATION:

Staff recommends approval of the services agreement with CISC and Numerica to ensure continued participation in the CISC.

PROPOSED MOTION:

I move to approve the ordinance on second reading approving a services agreement and joinder agreement with the Colorado Information Sharing Consortium and Numerica for the law enforcement data warehouse.

1 **CITY OF LITTLETON, COLORADO**

2
3 **ORDINANCE NO. 23**

4
5 **Series, 2016**

6
7 **INTRODUCED BY COUNCILMEMBERS: CERNANEC & VALDES**

8
9 **AN ORDINANCE OF THE CITY OF LITTLETON,**
10 **COLORADO, APPROVING THE JOINDER AGREEMENT**
11 **AND SERVICES AGREEMENT WITH THE COLORADO**
12 **INFORMATION SHARING CONSORTIUM AND**
13 **NUMERICA FOR THE LAW ENFORCEMENT DATA**
14 **WAREHOUSE**

15
16 **WHEREAS**, the sharing of law enforcement and criminal justice information
17 between law enforcement agencies is critical for solving crime and to public safety;

18
19 **WHEREAS**, the Littleton Police Department desires to continue its longstanding
20 participation with the Colorado Information Sharing Consortium (CISC), which hosts a law
21 enforcement data warehouse for the sharing of law enforcement and criminal justice data among
22 member agencies; and

23
24 **WHEREAS**, the CISC and the member agencies desire to engage Numerica to
25 implement, expand, maintain, operate and provide the law enforcement data warehouse;

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

29
30 **Section 1:** The Services Agreement for a Law Enforcement Data Warehouse is
31 approved.

32
33 **Section 2:** The Member Agency Joinder Agreement to the Services Agreement
34 for a Law Enforcement Data Warehouse is approved.

35
36 **Section 3:** Severability. If any part, section, subsection, sentence, clause or
37 phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the
38 validity of the remaining sections of this ordinance. The City Council hereby declares that it
39 would have passed this ordinance, including each part, section, subsection, sentence, clause or
40 phrase hereof, irrespective of the fact that one or more parts, sections, subsections, sentences,
41 clauses or phrases may be declared invalid.

42
43 **Section 4:** Repealer. All ordinances or resolutions, or parts thereof, in
44 conflict with this ordinance are hereby repealed, provided that this repealer shall not repeal the
45 repealer clauses of such ordinance nor revive any ordinance thereby.

1 INTRODUCED AS A BILL at a regularly scheduled meeting of the City Council
2 of the City of Littleton on the 4th day of October, 2016, passed on first reading by a vote of 7
3 FOR and 0 AGAINST; and ordered published by posting at Littleton Center, Bemis Library, the
4 Municipal Courthouse and on the City of Littleton Website.

5 PUBLIC HEARING on the Ordinance to take place on the 15th day of November,
6 2016, in the Council Chamber, Littleton Center, 2255 West Berry Avenue, Littleton, Colorado,
7 at the hour of 6:30 p.m., or as soon thereafter as it may be heard.

8 PASSED on second and final reading, following public hearing, by a vote of _____FOR
9 and _____ AGAINST on the 15th day of November, 2016 and ordered published by posting at
10 Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

11 ATTEST:

12 _____
13 Wendy Heffner
14 CITY CLERK

Bruce O. Beckman
MAYOR

15
16 APPROVED AS TO FORM:

17
18 _____
19 Kenneth S. Fellman
20 ACTING CITY ATTORNEY
21
22

SERVICES AGREEMENT FOR A LAW ENFORCEMENT DATA WAREHOUSE

This Services Agreement for a Law Enforcement Data Warehouse (this "Agreement," including all attachments hereto) is entered into as of June 13, 2016 (the "Effective Date"), by and among the Colorado Information Sharing Consortium, a Colorado local government entity (the "CISC"), Numerica Corporation, a Colorado corporation ("Numerica"), and the Member Agencies who have joined this Agreement pursuant to Section 3. The CISC, Numerica, and the Member Agencies who have joined this Agreement may be referred to herein as a "Party" or the "Parties".

Capitalized terms used in this Agreement are defined throughout this Agreement.

RECITALS

- A.** The purpose of the CISC is to facilitate the sharing of law enforcement and criminal justice data and information by and among the Member Agencies and with other law enforcement agencies.
- B.** The CISC desires to implement and offer a scalable data warehouse hosting law enforcement and criminal justice data from Member Agencies. The CISC desires: (i) that the data warehouse allow the data contained therein to be shared between the Member Agencies and, at the option of the CISC and Member Agencies, with other law enforcement agencies; and (ii) that any third-party provider of analytical or other data services be able to access and use the data in the data warehouse for the purpose of providing services to the Member Agencies.
- C.** CISC and Numerica entered into an agreement dated April 13, 2015 (the "Lumen Agreement"), which provides access to the Lumen Client Software Service to Member Agencies who joined the Lumen Agreement. The Lumen Client Software Service is a data analytic software service that enables the searching, analyzing, and sharing of law enforcement and criminal justice data. As part of the Lumen Client Software Service offered under the Lumen Agreement, Member Agencies who joined the Lumen Agreement had their law enforcement and criminal justice data imported into a data warehouse maintained and operated by Numerica.
- D.** Numerica proposes to expand its existing law enforcement and criminal justice data warehouse and to use the same to provide the data warehouse that the CISC desires.
- E.** SOW 03 and this Agreement have terms and conditions which are substantially similar to those in the Lumen Agreement. The CISC and Numerica desire that this Agreement eventually supersede the Lumen Agreement, but the Lumen Agreement cannot be terminated until there are no law enforcement agencies receiving services thereunder.
- F.** Numerica has the expertise and skill to perform the Services described in this Agreement and has the knowledge and capability to comply with the CJIS Security Policy. Numerica has enrolled in, is current with, and complies with the CJIS Vendor Management Program operated by the Colorado Bureau of Investigation ("CBI").
- G.** The CISC and Member Agencies desire to engage Numerica to implement, expand, maintain, operate, and provide the data warehouse, to provide the Lumen Client Software Service, and to provide additional services in accordance with this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration for the recitals, the mutual promises herein, and other good and valuable consideration, the adequacy and receipt of which is acknowledged, the Parties agree as follows:

1. Services Concerning a Law Enforcement Data Warehouse.

a. Subject to the terms and conditions of this Agreement, Numerica may perform programming, consulting, application training, creation of deliverables, integration, implementation, maintenance, operation, provision, analytical, and other professional services or may provide software, software services, hardware, or other deliverables (collectively, the “Services”) for the CISC and the Member Agencies as described in one or more statements of work (each, a “Statement of Work” or “SOW”).

b. SOW 01, SOW 02, and SOW 03 are attached to this Agreement as Exhibit A, Exhibit B, and Exhibit C, respectively, and incorporated by reference. The Services set forth in SOW 01 are generally in the nature of integrating data from Member Agencies into a data warehouse. The Services set forth in SOW 02 are generally in the nature of maintaining and operating the data warehouse and providing the same as a service to Member Agencies. The Services set forth in SOW 03 are generally in the nature of providing the Lumen Client Software Service to Member Agencies who elect to be provided with the same.

c. Other than SOW 01, SOW 02, and SOW 03, any additional Statements of Work shall only be binding on the Parties if executed by the Parties. Changes to the scope of the Services set forth in a Statement of Work may only be made in a writing executed by the Parties to whom the Statement of Work applies.

2. Compensation and Payment Terms.

a. Each Statement of Work shall contain payment terms and conditions applicable to that Statement of Work and shall contain all fees and other compensation (the “Project Fee”) payable to Numerica for the Services to be performed under that Statement of Work. The CISC or a Member Agency may withhold from payment any amounts that it disputes in good faith pending resolution of such dispute, provided that any amounts which are not in dispute shall be paid timely. Upon the resolution of the dispute, the CISC or the Member Agency, as appropriate, shall pay the amount set forth in the resolution of the dispute, if applicable.

b. Unless otherwise stated in a Statement of Work, the CISC shall pay the Project Fee to Numerica pursuant to the terms and conditions stated in the Statements of Work. A Statement of Work may indicate that the CISC is passing the Project Fee on to the Member Agencies. If the Project Fees are being passed on to the Member Agencies, the CISC shall take reasonable actions to collect the Project Fee from the Member Agencies and remit the amounts collected to Numerica. In such a situation, the CISC’s obligation to pay Numerica is contingent upon the CISC collecting such amounts from the Member Agencies. Notwithstanding anything to the contrary, Numerica is not obligated to provide Services to a Member Agency that is not current with its payment obligations hereunder (except for amounts withheld by a Member Agency pending the resolution of a good faith dispute concerning the same).

c. Each Member Agency shall pay to the CISC its portion of a Project Fee as indicated on a Statement of Work. Neither Numerica nor the CISC has the authority to create any obligation on behalf of any Member Agency to pay all or any portion of a Project Fee.

3. Joining this Agreement.

a. **Definition of Member Agency.** “Member Agency” means a law enforcement agency who has executed the CISC’s founding intergovernmental agreement (the “CISC’s IGA”) and has joined this Agreement. A law enforcement agency that has joined this Agreement but has not executed the CISC’s founding intergovernmental agreement may be considered a Member Agency, subject to the limitations specified herein.

b. The CISC’s executive director is authorized to sign the Joinder Agreement on behalf of the CISC.

c. **Joinder by Member Agencies.** A law enforcement agency (or its parent government) that executed the CISC’s IGA may join this Agreement at any time by executing a joinder agreement substantially in the form attached hereto as Exhibit D (a “Joinder Agreement”) and delivering the same to the CISC and to Numerica. If a Joinder Agreement does not modify or add to the terms and conditions of this Agreement, then the CISC and Numerica shall execute the Joinder Agreement.

d. **Joinder by Non-Member Agencies.** With the written consent of the CISC, a law enforcement agency (or its parent government) that has not executed the CISC’s IGA may join this Agreement by executing a Joinder Agreement and delivering the same to the CISC and to Numerica. If the CISC gave written consent and if the Joinder Agreement does not modify or add to the terms and conditions of this Agreement, then the CISC and Numerica shall execute the Joinder Agreement. Numerica may only provide the Services set forth on SOW 01 to a law enforcement agency that joins this Agreement but has not signed the CISC’s IGA until that agency has executed the CISC’s IGA (unless the CISC gives its written approval otherwise).

e. **Joinder Agreement with Modified or Additional Terms.** If a Joinder Agreement modifies or adds to the terms and conditions of this Agreement, then the CISC and Numerica are not obligated to execute the Joinder Agreement. A Joinder Agreement which modifies or adds to the terms and conditions of this Agreement will only be binding on the Parties who have executed it.

4. CISC Project Manager. The CISC shall identify a primary point of contact (a “Project Manager”) concerning this Agreement and all Services to be provided hereunder. In matters concerning the day-to-day implementation and maintenance of the Services, Numerica may communicate directly with Member Agencies as needed. Project Manager shall diligently work to promote the efficient performance of the Parties’ obligations under this Agreement. Numerica will seek the timely involvement of the Project Manager when events, problems, concerns, or requests affecting Services or this Agreement cannot effectively be addressed with the Member Agencies. Numerica shall permit the Project Manager to access Member Agencies search query history and records of the Member Agency’s use of and transactions in the Services.

5. Independent Contractor Status. This Agreement shall not render Numerica or any of Numerica’s agents an employee, partner, agent of, or joint venturer with the CISC or any

Member Agency for any purpose. Numerica is and will remain an independent contractor in its relationship to the CISC and each Member Agency and Numerica's agents are not and will not become the CISC's or any Member Agency's employees.

a. TAXES.

i. NEITHER THE CISC NOR ANY MEMBER AGENCY SHALL BE RESPONSIBLE FOR WITHHOLDING TAXES WITH RESPECT TO NUMERICA'S COMPENSATION HEREUNDER. IF REQUIRED BY LAW, THE CISC SHALL REPORT ALL PAYMENTS MADE TO NUMERICA ON A CALENDAR YEAR BASIS USING IRS FORM 1099. NEITHER THE CISC NOR ANY MEMBER AGENCY HAS ANY OBLIGATION TO (1) WITHHOLD FICA (SOCIAL SECURITY AND MEDICARE TAXES) FROM NUMERICA'S PAYMENTS OR MAKE FICA PAYMENTS ON NUMERICA'S BEHALF, (2) MAKE STATE OR FEDERAL UNEMPLOYMENT COMPENSATION CONTRIBUTIONS OR PAYMENTS ON NUMERICA'S BEHALF, OR (3) WITHHOLD STATE OR FEDERAL INCOME TAX FROM NUMERICA'S PAYMENTS. NEITHER THE CISC NOR ANY MEMBER AGENCY WILL PAY TAXES ON NUMERICA'S INCOME DERIVED FROM THIS AGREEMENT.

ii. THE PROJECT FEES UNDER THIS AGREEMENT DO NOT INCLUDE ANY CHARGE FOR TAXES AND THE CISC AND THE MEMBER AGENCIES ARE SOLELY RESPONSIBLE FOR PAYING ANY AND ALL FEDERAL, STATE, AND LOCAL SALES, USE, AND IMPORT/EXPORT TAXES AND CUSTOMS DUTIES ATTRIBUTABLE TO THIS AGREEMENT.

b. INSURANCE. NEITHER THE CISC NOR ANY MEMBER AGENCY SHALL HAVE ANY OBLIGATION TO, AND SHALL NOT, OBTAIN WORKERS' COMPENSATION OR UNEMPLOYMENT INSURANCE OR ANY OTHER INSURANCE COVERAGE OF ANY KIND ON BEHALF OF NUMERICA.

c. Method of Performing Services; Results. In accordance with this Agreement, Numerica will determine the method, details, and means of performing the Services. Neither the CISC nor any Member Agency shall control the manner or determine the method of performing the Services.

d. Workplace, Hours, and Instrumentalities. Numerica may perform the Services at any place or location and at such times as Numerica shall determine. With the exception of any tools or instrumentalities explicitly identified elsewhere in this Agreement as being supplied by the CISC, Member Agencies, or other third parties, Numerica agrees to provide all tools and instrumentalities, if any, required to perform the Services.

e. Limitations on Authority. No Party shall have the right, power, or authority to bind any other Party to the fulfillment of any condition, contract, or obligation or to create any liability binding on any other Party.

f. Nonexclusive Services. In its sole discretion, Numerica may render services on its own account or for any other person during the term of this Agreement.

g. Requisite Skills. Numerica has the requisite knowledge, expertise, experience, and training to perform the Services, and neither the CISC nor any Member Agency will provide Numerica with any training concerning the manner or methods of performance of the Services.

6. Representations and Warranties.

a. Numerica's Representations and Warranties. Numerica represents and warrants that the following are true as of the Effective Date and will be true throughout the term or period in which Numerica provides Services hereunder.

i. Numerica and its subcontractors, if any, have the capacity and the professional experience and skill to perform the Services. The Services will be performed in accordance with this Agreement and standards of care, skill, and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. The Services shall be provided in a good and workman like manner.

ii. To Numerica's knowledge, the information supplied by Numerica in the performance of the Services is truthful and accurate in all material respects.

iii. The Services provided under this Agreement shall be adequate and sufficient for their intended purposes.

iv. Numerica has complied and will comply with all federal, state, and local laws, rules, regulations, ordinances and/or similar directives regarding business permits, certificates, and licenses that are required to provide the Services.

v. During the period or term that Services in the nature of software or software services are provided, such Services will conform to Numerica's applicable documentation.

vi. Any software Services that Numerica installs on the Member Agency's computers, network systems, and Data Sources (collectively, the "Member Agency's Systems") will not have a material adverse effect on that Member Agency's Systems.

b. Numerica's Disclaimers.

i. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT: (1) THE SERVICES ARE PROVIDED BY NUMERICA "AS-IS" AND NUMERICA MAKE NO EXPRESS OR IMPLIED WARRANTY WITH RESPECT TO THE FOREGOING, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE; (2) NUMERICA EXPRESSLY DISCLAIMS ANY AND ALL SUCH WARRANTIES; AND (3) NUMERICA DOES NOT WARRANT THAT ALL ERRORS CAN OR WILL BE CORRECTED OR THAT THE SERVICES WILL BE WITHOUT ERROR OR INTERRUPTION.

ii. IN ADDITION TO ANY OTHER WARRANTY DISCLAIMERS IN THIS AGREEMENT, NUMERICA DOES NOT MAKE ANY REPRESENTATION OR WARRANTY AS TO THE RESULTS OR OUTPUT THAT MAY BE OBTAINED FROM THE MEMBER AGENCY'S USE OF THE SERVICES.

iii. The representations and warranties set forth in Section 6.a do not apply to errors, interruptions, problems, defects, or issues (collectively, "Errors") that result from (1) factors outside of Numerica's reasonable control, including without limitation any actions or inactions by third parties other than Numerica's subcontractors; (2) failure by the CISC or a Member Agency to comply with this Agreement; (3) failure by the CISC or a Member Agency to use the Services in accordance with the documentation or other

appropriate instructions of Numerica; (4) the improper use or misuse by the CISC or a Member Agency of the Services; (5) Errors in a Member Agency's data not caused by Numerica; and (6) the fault or negligence of the CISC or a Member Agency.

iv. Exclusive Remedy. In the event of a breach of Numerica's representations and warranties set forth in Section 6.a as they apply to any Services in the nature of software or software services, and as the CISC's and as each Member Agency's sole and exclusive remedy, Numerica will repair or replace the applicable software Services, or any portion thereof, with conforming Services. Repair or replacement may include the following: (1) corrected items; (2) corrected documentation; or (3) instructions or procedures to bypass the problem until a more permanent correction can be implemented.

c. Representations and Warranties of the CISC and Member Agencies. Each Member Agency represents and warrants to Numerica and the CISC (i) that it has the lawful right and authority to provide any and all data that it furnishes under this Agreement or which it otherwise places into the data warehouse and (ii) that Numerica's use of such data in accordance with this Agreement will not violate or infringe the rights of any third party or any law or agreement.

d. Other Terms.

i. If performance of the Services by Numerica is delayed due to factors beyond Numerica's reasonable control, or if conditions of the scope or type of Services are expected to change, Numerica shall give timely notice to the CISC and the affected Member Agencies of such delay or change unless, under the circumstances, the CISC or the Member Agency are already aware or should reasonably be aware of the foregoing.

ii. Review, acceptance, or approval by the CISC or any Member Agency of the Services performed or delivered will not relieve Numerica of any responsibility for deficiencies, omissions, or Errors in said Services or deliverables, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of Numerica's performance under this Agreement.

7. Security of Law Enforcement and Criminal Justice Records.

a. Standard of Care. Numerica shall use reasonable efforts consistent with prevailing industry standards, but not less than due care, to ensure the security and confidentiality of any law enforcement or criminal justice records held, stored, or maintained by Numerica. All law enforcement or criminal justice records of the Member Agencies are Confidential Information.

b. CJIS Security Policy. Numerica represents and warrants (i) that it has the knowledge, expertise, experience, and training to comply with the Criminal Justice Information Services Security Policy, including the Security Addendum thereto (the "CJIS Security Policy") and (ii) that all Services will be performed in compliance with the CJIS Security Policy (as applicable). Numerica shall execute the certification to the Security Addendum of the CJIS Security Policy, which is incorporated by reference, before performing any Services. Numerica shall comply with the terms and conditions of the CJIS Security Policy to the extent applicable at all times.

c. **CBI | CJIS Vendor Management Program.** Numerica shall maintain its enrollment and participation in the CJIS Vendor Management Program operated by CBI.

d. **CJIS Audit.** At the request of the CISC, Numerica shall submit to an audit by CBI or the Federal Bureau of Investigation of Numerica's compliance with the CJIS Security Policy. The CISC may request up to one audit every two years, which may be in addition to any other audits of Numerica's compliance with the CJIS Security Policy required by law.

e. **Security Notification.** Numerica shall notify the CISC in writing and in a timely manner in the event of any security incidents related to the Services, regardless of whether the incident violated or potentially involved the CJIS Security Policy. Numerica's notice of a security incident shall include, at minimum, (i) a description of the incident, (ii) the harm or potential harm resulting therefrom, and, (iii) if the incident involved any data, the name of the Member Agency (or other person) that owned or was responsible for that data.

f. **State Law Requirements.** The Parties shall comply with C.R.S. §§ 24-72-301, *et seq.*, concerning the treatment of criminal justice records. Numerica shall not be considered a "custodian" of any criminal justice records as defined in C.R.S. § 24-72-302(5).

g. **Changes in Law.** If there are changes or updates to law or best practices involving the storage, transmission, transcription, or use of law enforcement or criminal justice information or data, then the Parties shall comply with the changed or updated law or best practices; *provided, however*, that if the changed or updated law or best practices would have a material adverse effect on the legitimate expectations of a Party, on the reasonable performance of a Party's obligations hereunder, or on the purposes of this Agreement, the Parties will negotiate in good faith to address the situation in a manner that is acceptable to all Parties.

8. **Insurance.** Numerica must purchase and maintain insurance of the kind and in the minimum amounts specified below.

a. **Mandatory Insurance.** Numerica agrees to procure and maintain, at its own expense, the following policies of insurance before performing any Services:

i. **Workers Compensation Insurance.** Worker's compensation insurance to cover obligations imposed by applicable laws for any employer engaged in the performance of Services under this Agreement:

Worker's Compensation Insurance	
Each Accident	Statutory
Each Employee for Disease	Statutory

Numerica shall comply with the requirements of the Worker's Compensation Act of Colorado and shall provide worker's compensation insurance to protect Numerica from and against any and all worker's compensation claims arising from the performance of services under this Agreement.

ii. **Commercial General Liability Insurance.** Commercial general liability insurance with minimum combined single limits of two million dollars (\$2,000,000) each occurrence and three million dollars (\$3,000,000) aggregate. The policy shall be

applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractor and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision. Coverage must be on an "occurrence" basis as opposed to a "claims made" basis. This insurance must pay on behalf of Numerica all sums which Numerica shall become legally obligated to pay as damages because of bodily injury or property damage caused by an occurrence up to the specified limits of liability for each occurrence.

iii. Data Breach Insurance. Data Breach insurance with first party coverage of one hundred thousand dollars (\$100,000) and third party coverage of five hundred thousand dollars (\$500,000). Coverage shall insure against information theft, damage to or destruction of electronic information, negligent release of private information by Numerica or its subcontractors, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties. This insurance must pay on behalf of Numerica sums which Numerica shall become legally obligated to pay as damages because of bodily injury or property damage caused by an occurrence up to the specified limits of liability for each occurrence.

iv. Commercial Automobile Liability Insurance. Commercial automobile liability insurance with minimum combined single limits for bodily injury and property damages of not less than one million dollars (\$1,000,000) each occurrence with respect to each of Numerica's owned, hired, and non-owned vehicles assigned to or used in performance of the Services. The policy shall contain a severability of interests provision. Commercial automobile liability insurance must cover Numerica for all sums which Numerica shall become legally obligated to pay as damages because of bodily injury or property damage caused by the occurrence up to the specified limits of liability for each occurrence.

v. Professional Liability Insurance. Errors and omissions or professional liability insurance with a minimum coverage amount of two million dollars (\$2,000,000) per occurrence or claim and two million dollars (\$2,000,000) aggregate and for two years beyond the completion of all Services.

b. Other Insurance Terms.

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

ii. The policies required above shall be primary insurance, and any insurance carried by the CISC or any Member Agency, their officers, or their employees shall be excess and not contributory insurance to that provided by Numerica. No additional insured endorsement to the policies required above shall contain any exclusion for bodily injury or property damage arising from completed operations. Numerica shall be solely responsible for any deductible losses under any policy required herein.

iii. The required commercial general liability, data breach, and commercial automobile liability policies shall be endorsed to name the CISC as certificate holder and name the CISC, each Member Agency, and their elected officials, officers, employees, and agents as additional insureds. The required worker's compensation and errors and omissions or professional liability policies shall be endorsed to include the CISC as a certificate holder. The policies shall provide that the CISC will receive notice no less than 30 days prior to cancellation, termination, or a material change to the policies.

iv. Numerica shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

v. Failure on the part of Numerica to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the CISC may immediately terminate this Agreement, or, at the CISC's discretion, the CISC 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 CISC shall be repaid by Contractor to the CISC upon demand, or the CISC may offset the cost of the premiums against any monies due to Numerica from the CISC.

vi. The CISC has the right to request and receive a certified copy of any policy and any endorsement thereto.

c. **Insurance Certificates.** If requested by the CISC, Numerica shall deliver to the CISC certificates of insurance as evidence that policies providing any and all required coverages and limits are in full force and effect. These certificates will serve as an indication to the CISC that Numerica has acquired all necessary insurance; however, the CISC may require that certified copies of the insurance policies be submitted and may withhold payment for Services until the applicable insurance policies are received and found to be in accordance with the Agreement. Insurance limits must be indicated on each certificate of insurance.

9. Indemnification and Hold Harmless.

a. Numerica shall hold harmless, defend, and indemnify the CISC, each Member Agency, and all of their respective officers, officials, employees, and volunteers from and against any and all liability, loss, damage, expense, and cost (including without limitation reasonable attorneys fees, costs, and fees of litigation) of every nature arising out of or in connection with any third-party claim, action, suit, or proceeding (a "Claim") proximately caused by Numerica's acts or omissions, except to the extent that such Claims were caused by the breach, negligence, error, violation of law or willful or other act or misconduct of the CISC or a Member Agency.

b. Each Party shall be liable for all liability, loss, damage, expense, and costs proximately caused by its own acts or omissions.

10. Intellectual Property Indemnification.

a. **Definition.** "Intellectual Property" means copyrights, trademarks, trademark applications (including intent-to-use applications), trade names, moral rights, trade secrets,

patents, patent applications, inventions, invention disclosures, know-how, designs, and other items commonly recognized as intellectual property under the laws of the United States or any other country.

b. Indemnification. In the event of a Claim against the CISC or any Member Agency asserting or involving an allegation that the Services infringe upon or violate any Intellectual Property right of any person or entity, Numerica shall hold harmless, defend, and indemnify the CISC, each Member Agency, and all of their respective officers, officials, employees, and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation attorneys fees, costs, and fees of litigation) of every nature arising out of or in connection with such Claim, whether or not such Claim is successful.

c. Remedies for an Infringement Claim.

i. Notwithstanding and in addition to Numerica's indemnification obligation set forth in Section 10.b, in the event of a Claim against the CISC or any Member Agency asserting or involving an allegation that the Services infringe upon or violate any Intellectual Property right of any person or entity, or if in Numerica's reasonable opinion the Services are likely to become the subject of such a Claim of infringement, Numerica will (1) procure for the CISC and each Member Agency the right to continue using the Services; (2) replace or modify the Services so that they become non-infringing (such a modification or replacement shall be materially similar to the original); or, (3) if neither (1) nor (2) is achieved despite Numerica's reasonable efforts, terminate a particular Statement of Work or this Agreement. Numerica's indemnification obligation set forth in Section 10.b will survive termination pursuant to this Section 10.c.

ii. If Numerica terminates a Statement of Work or this Agreement pursuant to this Section 10.c: (1) within six months after the Effective Date hereof, then Numerica shall refund to the CISC and to each Member Agency all fees paid under the terminated Statement of Work or under this Agreement; (2) between six and 12 months after the Effective Date hereof, then Numerica shall refund to the CISC and to each Member Agency one half of all fees paid under the terminated Statement of Work or under this Agreement; and (3) 12 months or after the Effective Date hereof, then Numerica shall refund to the CISC and to each Member Agency a pro-rated portion of the fees paid that reflect the remaining portion of the applicable period or term that Services are to be provided at the time of termination.

d. Exclusive Remedy. This Section 10 sets forth the CISC's and each Member Agency's sole and exclusive remedy for any Claim of Intellectual Property infringement.

11. LIMITATIONS OF LIABILITY.

a. IN NO EVENT WILL ANY PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. LIMITATION OF NUMERICA'S LIABILITY. THE CUMULATIVE LIABILITY OF NUMERICA IN CONNECTION WITH, ARISING UNDER, OR IN RELATION TO THIS AGREEMENT, HOWEVER CAUSED, AND REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE), IS

LIMITED TO THE GREATER OF (I) THE AMOUNT OF INSURANCE COVERAGE REQUIRED UNDER SECTION 8 APPLICABLE TO THE EVENT(S) GIVING RISE TO NUMERICA'S LIABILITY (REGARDLESS OF WHETHER NUMERICA ACTUALLY PURCHASED CONFORMING INSURANCE) AND (II) THE TOTAL AMOUNT OF FEES ACTUALLY PAID TO NUMERICA UNDER THIS AGREEMENT IN THE SIX MONTH PERIOD PRIOR TO THE EVENT(S) GIVING RISE TO NUMERICA'S LIABILITY. THIS LIMITATION OF LIABILITY WILL NOT APPLY TO NUMERICA'S INTELLECTUAL PROPERTY INDEMNIFICATION OBLIGATION UNDER SECTION 10.

c. LIMITATION OF THE CISC'S AND MEMBER AGENCIES' LIABILITY.

i. THE AGGREGATE CUMULATIVE LIABILITY OF THE CISC AND THE MEMBER AGENCIES IN CONNECTION WITH, ARISING UNDER, OR IN RELATION TO THIS AGREEMENT, HOWEVER CAUSED, AND REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE), IS LIMITED TO THE TOTAL AMOUNT OF FEES ACTUALLY PAID TO NUMERICA UNDER THIS AGREEMENT IN THE SIX MONTH PERIOD PRIOR TO THE EVENT(S) GIVING RISE TO THE CISC'S OR THE MEMBER AGENCY'S LIABILITY.

ii. EACH MEMBER AGENCY'S LIABILITY IN CONNECTION WITH, ARISING UNDER, OR IN RELATION TO THIS AGREEMENT, HOWEVER CAUSED, AND REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE), IS FURTHER LIMITED TO THE TOTAL AMOUNT OF FEES ACTUALLY PAID BY THE MEMBER AGENCY UNDER THIS AGREEMENT IN THE SIX MONTH PERIOD PRIOR TO THE EVENT(S) GIVING RISE TO THE MEMBER AGENCY'S LIABILITY.

iii. THESE LIMITATIONS OF LIABILITY DO NOT LIMIT THE CISC'S AND THE MEMBER AGENCIES' OBLIGATION TO PAY ANY PROJECT FEES TO NUMERICA WHEN DUE.

d. NOTHING IN THIS AGREEMENT SHALL BE DEEMED A WAIVER OF THE CISC'S OR ANY MEMBER AGENCY'S PRIVILEGES OR IMMUNITIES PURSUANT TO THE COLORADO GOVERNMENTAL IMMUNITY ACT, C.R.S. §§ 24-10-101, *ET SEQ.*

12. Termination.

a. Termination for Breach. Either Numerica or the CISC may terminate this Agreement if the other commits a material breach of this Agreement, including a breach of a representation or warranty, by giving the breaching Party written notice of termination for breach. The notice of termination for breach must specify the nature of the breach in reasonable detail. This Agreement will automatically terminate if the breach described in the notice is not cured within 14 days after the notice is given. A termination for breach will be without prejudice to the rights any Party may have against another, whether arising in connection with the breach or otherwise.

b. Termination of Joinder. Any Party may terminate a particular Joinder Agreement and the applicable Member Agency's participation in this Agreement if Numerica or the Member Agency commits a material breach of this Agreement, including a breach of a representation or warranty, by giving the breaching Party written notice of termination for breach. The notice of termination for breach must specify the nature of the breach in reasonable detail. The Joinder Agreement will automatically terminate if the breach described in the notice is not cured within 14 days after the notice is given. A termination for breach will be without

prejudice to the rights any Party may have against another, whether arising in connection with the breach or otherwise.

c. Effect of Termination. Numerica shall provide no further Services in connection with this Agreement (or a terminated Joinder Agreement) after the effective date of termination. The CISC and each Member Agency shall have no liability for any Services performed after the effective date of termination. Numerica shall be entitled to receive compensation in accordance with this Agreement for any Services completed in accordance with this Agreement. Notwithstanding the above, no Party shall be relieved of liability for damages sustained by virtue of any breach of this Agreement or any other liability obligation that survives the termination or expiration of this Agreement. Except as otherwise expressly provided, upon termination of this Agreement, the CISC and the Member Agencies shall cease use of the Services.

13. Confidentiality.

a. Definition of Confidential Information. As used in this Section 13, the word “information” refers to data or information in any form or medium.

i. Definition. “Confidential Information” means all information that a Party (a “Disclosing Party”) discloses to another Party (a “Receiving Party”) that falls within one or more of the following categories: (1) any information marked or identified as Confidential Information; (2) any information which the Receiving Party knows or reasonably should know that the Disclosing Party is required to keep confidential under a binding obligation with a third party; and (3) all information provided to a Receiving Party which the Receiving Party knows or reasonably should know could be detrimental to the interests of the Disclosing Party if disclosed or used without authorization, whether or not such information is identified as confidential.

ii. Exceptions. Information that falls into any one or more of the following categories will not constitute Confidential Information: (1) information that is or becomes part of the public domain through no fault of the Receiving Party; (2) information that the Receiving Party can show was known by it prior to its receipt from the Disclosing Party; (3) information that the Receiving Party can show was independently developed by or for it without relying on any Confidential Information; (4) information that the Receiving Party can show was rightfully received from a third party who is not under any obligation to maintain the confidentiality of such information, under circumstances not involving a violation of the rights of the Disclosing Party.

iii. Court Order. The Receiving Party will not be in breach of the obligations hereunder to the extent that, based upon the advice of counsel, it provides Confidential Information under a court order or discloses Confidential Information as required by law. Before the Receiving Party discloses Confidential Information under this Section 13.a.iii, it must immediately notify the Disclosing Party of the court order or legal requirement, must give the Disclosing Party a reasonable opportunity to contest or limit the required disclosure, and must provide reasonable assistance at the Disclosing Party’s expense, except to the extent it is illegal to do any of the foregoing.

b. Protection of Confidential Information. Except as otherwise provided or permitted in this Agreement, the Receiving Party will not do any of the following, directly or indirectly, without the written consent of the Disclosing Party: (i) disclose, transfer, or otherwise communicate to any third party any Confidential Information; or (ii) use Confidential Information for any purpose. The Receiving Party will not permit any of its respective agents or employees to take any action prohibited by this Section 13.b.

c. Availability of Injunctive Relief. The unauthorized use or disclosure of Confidential Information would be highly prejudicial to the interests of the Disclosing Party and would materially damage the Disclosing Party. Therefore, the Disclosing Party will be presumed entitled to injunctive relief to protect its Confidential Information against unauthorized disclosure or use in violation of this Agreement.

d. Return of Confidential Information. Upon termination of this Agreement: (i) the Receiving Party will at its option, immediately destroy or deliver to the Disclosing Party the originals and all copies of any and all materials and writings received from, created for, or belonging to the Disclosing Party which relate to or contain any Confidential Information; and (ii) the Receiving Party will permanently delete any and all Confidential Information from all computers and other electronic data storage devices in the Receiving Party's or its agent's or employee's control. If the Receiving Party opts to destroy the Confidential Information, it will provide a written certification of the destruction of the Confidential Information to the Disclosing Party.

14. Member Agencies' Data. Each Member Agency grants to Numerica a limited right and license to use that Data (defined in SOW 01) originated by that Member Agency solely for the purposes set forth herein. The foregoing license shall terminate if the Member Agency terminates its Joinder Agreement. All the Data in the Data Warehouse is and shall remain the sole property of the originating Member Agency. Other than the rights granted herein, the Member Agencies reserve all rights in and to the Data. All Data shall be considered Confidential Information. No ownership rights are being conveyed to Numerica hereunder.

15. Ownership of Numerica's Proprietary Rights. Except as otherwise expressly stated in this Agreement and to the extent applicable, all Services are licensed or provided as a service to the CISC and the Member Agencies and not sold (notwithstanding the use of the term "purchase", if used herein). Except as otherwise expressly stated, all Intellectual Property rights associated with the Services are the exclusive property of Numerica or its licensors. All rights in and to the Services and Numerica's other Intellectual Property not expressly granted to the CISC or the Member Agencies are reserved by Numerica. No ownership rights are being conveyed to the CISC or to a Member Agency hereunder.

16. Restrictions.

a. Except to the extent expressly provided otherwise in this Agreement, the CISC and each Member Agency will not (and will not allow any third party to): (i) reverse engineer or attempt to discover any source code or underlying ideas or algorithms of any part of the Services; (ii) provide, lease, lend, or otherwise use or allow person not a Party to this Agreement to access or use the Lumen Client Software Service; (iii) list or otherwise display or copy any object code of any part of the Services; (iv) develop any improvement, modification, or derivative work to

any Services or include a portion thereof in any other equipment or item; (v) allow the transfer, transmission, export, or re-export of any Services (or any portion thereof) or of Numerica's technical data; or (vi) perform benchmark tests without the prior written consent of Numerica (any results of such permitted benchmark testing shall be deemed Numerica's Confidential Information). Notwithstanding these restrictions, nothing herein shall prevent a Member Agency or any third party from developing software that interfaces with the API or Numerica's public application programming interfaces, if any.

b. Notwithstanding the foregoing or any statement to the contrary in this Agreement, nothing herein alters any provision of an open source software license that applies to those portions of the Services that constitutes or incorporates open source software. Except to the extent it constitutes open source software or as otherwise expressly provided for herein, all source code and algorithms associated with the Services is considered Numerica's Confidential Information.

17. Export Control. The Services may be subject to export controls under U.S. and foreign laws and regulations. The CISC and Member Agencies are solely responsible for ensuring compliance with U.S. and foreign export control laws and regulations. Neither the CISC nor any Member Agency shall transfer, export, or re-export, directly or indirectly, any Services to any country outside the United States or to any prohibited person, entity, or end-user as specified by U.S. export controls including, but not limited to, anyone on the United States Treasury Department's list of Specifically Designated Nationals, the U.S. Commerce Department's Denied Persons List, or the U.S. State Department's List of Statutorily Debarred Parties.

18. Lumen Agreement | SOW 03.

a. The CISC and Numerica shall not permit any Member Agencies who have not joined the Lumen Agreement as of the Effective Date hereof to join the Lumen Agreement. Going forward, all Member Agencies who have not joined the Lumen Agreement and who desire to use the Lumen Client Software Services may do so through SOW 03 to this Agreement.

b. When the term or subscription period applicable to a Member Agency who joined the Lumen Agreement expires, Numerica and the CISC shall not permit the Member Agency to renew for continued Lumen Client Software Service under the Lumen Agreement.

c. A Member Agency may terminate its joinder to the Lumen Agreement if it elects to receive the Lumen Client Software Services pursuant to SOW 03. When all the joinders for the parties who joined Lumen Agreement have terminated or expired and Lumen is not obligated to provide services under the Lumen Agreement, the Lumen Agreement shall terminate without any further action required.

19. Notices. Notices to be provided under this Agreement shall be given in writing and delivered in person, by email, or by U.S. Mail. The notice information set forth below may be changed by giving notice to the other Party.

Colorado Information Sharing Consortium (CISC) Attn: Mr. David Shipley, Executive Director 15001 East Alameda Parkway	With a copy to (CISC): Fairfield and Woods, P.C. Attn: Mr. Ryan Tharp
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Aurora, CO 80012 dshipley@adcogov.org	1801 California St. Ste. 2600 Denver, CO 80202 rtharp@fwlaw.com
Numerica Corporation Attn: Mr. Jeff Poore 5042 Technology Parkway, Ste. 100 Fort Collins, CO 80528 jeff.poore@numerica.us	

20. General Terms.

a. Further Assurances. Each Party shall execute all further documents and take all further acts reasonably necessary or appropriate to carry out this Agreement.

b. Amendments. Amendments to this Agreement must be in writing and signed by all affected Parties. An amendment which alters the rights of a Member Agency shall only be binding on that Member Agency if it is signed by that Member Agency.

c. Entire Agreement. This Agreement is the complete and exclusive statement of all agreements between the Parties, and this Agreement supersedes all prior proposals and understandings, oral and written, relating to the subject matter hereof.

d. Assignment. Numerica may not assign this Agreement nor delegate any obligation, in whole or in part, to any third party without the CISC's prior written consent; *provided, however*, that Numerica may assign this Agreement and all of its rights and obligations hereunder, without the prior written consent of the CISC, in connection with the sale, transfer, or other disposition by Numerica of all or substantially all of its assets or a controlling interest in Numerica. Any assignment or attempted assignment of this Agreement not permitted by this Section 20.d will be void.

e. Governing Law and Forum. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Colorado, without reference to conflict of laws principals. Venue for any civil action relating to this Agreement shall be in state or federal court located in Denver, Colorado.

f. JURY TRIAL WAIVER. EACH PARTY AND EACH MEMBER AGENCY HEREBY WAIVES ANY RIGHT IT HAS OR MAY HAVE TO A JURY TRIAL IN ANY ACTION, SUIT, OR PROCEEDING ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

g. Dispute Resolution. If any claim, disagreement, issue, or dispute arising out of or in connection with this Agreement (a "Dispute") between any combination of Parties cannot be resolved by those Parties, one or more of the Parties to the Dispute shall notify the CISC of the Dispute by delivering a written statement to the CISC's Project Manager specifying the nature of the Dispute (each Party to the Dispute may, if desired, submit a written statement). Each of the Parties to the Dispute shall appoint a senior level representative. The CISC's Project Manager shall schedule a time for the authorized representatives to meet in-person. Beginning on the date of the meeting and ending no less than 10 days thereafter (the "Resolution Period"), the Parties to the Dispute shall attempt in good faith to resolve the Dispute. The CISC's Project Manager may be the CISC's authorized representative. NO PARTY MAY INITIATE ANY COURT OR

Services Agreement for a Law Enforcement Data Warehouse

ADMINISTRATIVE ACTION, SUIT, OR PROCEEDING AGAINST ANY OTHER PARTY UNDER THIS AGREEMENT UNTIL THE END OF THE RESOLUTION PERIOD.

h. Authority; Non-Contravention. Each Party has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. Numerica represents and warrants that neither the execution and delivery of this Agreement nor the performance or delivery of the Services will conflict with, result in a breach of, or constitute a default under any agreement, contract, or other arrangement to which Numerica is a party or by which it is bound.

i. No Third Party Beneficiaries. This Agreement is made solely for the benefit of the Parties and their respective successors and permitted assigns. Nothing in this Agreement confers any rights or remedies on any persons other than the Parties and their respective successors and permitted assigns.

j. Audit. Each Party or any of their duly authorized representatives shall have reasonable access to any books, documents, papers, and records of the other which are pertinent to such Party's performance under this Agreement for the purpose of making an audit, examination, or excerpts. Each Party shall provide any documentation necessary to prepare all reporting reasonably required by another Party, and shall keep all books, documents, papers, and records which are pertinent to its performance for a minimum period of two years.

k. Severability. If any term or condition of this Agreement is held to be invalid or unenforceable, then the term or condition may be modified or amended by the court to render it enforceable to the maximum extent permitted. If modification or amendment is not practicable, then the term or condition shall be severed from this Agreement with no effect upon the remaining terms and conditions of this Agreement.

l. Force Majeure. No Party shall be liable for any delay in or failure of performance of any obligation, nor shall any delay or failure constitute default or give rise to any liability, if and only to the extent that such delay or failure is caused by a "force majeure" event. "Force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, strikes, labor disputes and freight embargoes, or other causes that are not within such Party's control, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed Party.

m. LIENS AND ENCUMBRANCES. NUMERICA SHALL NOT HAVE ANY RIGHT OR INTEREST IN ANY OF THE CISC'S OR ANY MEMBER AGENCY'S ASSETS, NOR ANY CLAIM OR LIEN WITH RESPECT THERETO, ARISING OUT OF THIS AGREEMENT OR THE PERFORMANCE OF THE SERVICES.

n. Waiver. No covenant or term of this Agreement shall be deemed to be waived by any Party except in a writing signed by a person authorized by such Party, and any waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver.

o. Non-Appropriation. Pursuant to C.R.S. § 29-1-110, as amended, the financial obligations of the CISC and each Member Agency beyond the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise available. This Agreement is automatically terminated on January 1 of the first fiscal year for which funds are not appropriated.

p. Public Trust. Numerica shall not offer or provide anything of benefit to any Authority official or employee that would place the official or employee in a position of violating the public trust in violation of C.R.S. § 24-18-109, as amended.

q. Equal Employment Opportunity. While performing this Agreement, Numerica shall not discriminate against any employee, subcontractor, or applicant for employment because of race, creed, color, national origin, religion, sex, sexual orientation, mental or physical disability, or age.

r. Illegal Aliens. Numerica certifies, represents, and warrants that it does not knowingly and will not knowingly (i) employ or contract with any illegal aliens to perform work or (ii) contract with a subcontractor who knowingly employs or contracts with any illegal aliens to perform work. Numerica shall use the E-Verify program to confirm the employment eligibility for all employees who are newly hired to perform Services. The provisions of C.R.S. § 8-17.5-102(2) are incorporated by reference.

s. Open Records. The Parties understand that certain material provided or produced under this Agreement may be subject to the Colorado Open Records Act, C.R.S. § 24-72-202, *et seq.*

t. Pecuniary Gain. In accordance with C.R.S. § 24-72-305.5, Numerica represents, warrants, and affirms that it will not use any records of official actions, any criminal justice records, or any information contained therein for the purpose of soliciting business for pecuniary gain.

u. Survival of Terms and Conditions. Notwithstanding anything herein to the contrary, 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.

v. Headings. Descriptive headings in this Agreement are for convenience only and shall not control or affect the meaning or construction of any provisions of this Agreement.

w. Counterparts. This Agreement may be executed and delivered in counterparts (including by means of electronic signatures), all of which taken together will constitute one and the same agreement.

[signature page follows]

Services Agreement for a Law Enforcement Data Warehouse

[signature page]

IN WITNESS WHEREOF, the Parties are executing this Agreement to signify their acceptance of all the terms and conditions stated above, to be effective as of the Effective Date, regardless of the date of actual signature.

**COLORADO INFORMATION SHARING
CONSORTIUM**

NUMERICA CORPORATION

By: Vince Line
Vince Line (Jul 25, 2016)

Name: Vince Line
Title: Board Chair

Date: Jul 25, 2016

By: Jeff Poore

Name: Jeff Poore
Title: President

Date: Jul 23, 2016

EXHIBIT A

STATEMENT OF WORK 01: INTEGRATION OF A DATA WAREHOUSE

1. **Definitions.** In addition to the capitalized terms defined in this Section 1, other capitalized terms are defined throughout this Agreement.

a. **“Data”** means Records which Numerica integrated into the Data Warehouse.

b. **“Data Source”** means a Member Agency’s System that contains Records to be integrated into the Data Warehouse. Records management systems (“RMS”), jail management systems (“JMS”), and computer aided dispatch systems (“CAD”) are all Data Sources. A single instance of a Member Agency’s System containing Records originated by one Member Agency constitutes a single Data Source, whereas a single instance of a Member Agency’s System containing Records originated by two or more Member Agencies may, depending on the configuration and in Numerica’s reasonable determination, constitute more than one Data Source.

c. **“Records”** means law enforcement and criminal justice records contained in a Member Agency’s Data Source.

d. **“SOW 01 Member Agency”** means a Member Agency that does not currently receive the Lumen Client Software Services from Numerica (either under the Lumen Agreement or otherwise), as further identified on Attachment A-1.

2. **Basic Overview.** Subject to this SOW 01 and this Agreement, Numerica shall: (a) use its existing law enforcement and criminal justice database to provide the CISC and Member Agencies with a scalable data warehouse hosting Member Agencies’ Data (the “Data Warehouse”); and (b) integrate Records from the Member Agency’s Data Sources into the Data Warehouse.

3. **Integration of Records.**

a. **Initial Data Sources.** Numerica shall integrate into the Data Warehouse the Records contained in one RMS, one JMS, and one CAD Data Source for each Member Agency who joins this Agreement before October 1, 2016. Any Member Agency may elect to have additional Records from additional Data Sources integrated into the Data Warehouse pursuant to the terms of Section 4 of this SOW 01.

b. **10 Years of Data.** For each Data Source, Numerica shall only integrate the Records made available by the Member Agency and which were created on or after January 1, 2007. Because it may be technically infeasible or impractical to require that no records may be integrated before a certain date, Numerica may, at its discretion, integrate additional Records created before such date.

c. **Information Numerica Needs.** Numerica will use commercially reasonable efforts to identify the resources and information Numerica expects to use in integrating a

Member Agency's Records and will provide an initial itemized list of the same to the Member Agency.

d. Member Agency Right to Limit Records. Each Member Agency may withhold certain Records, individually or as a class or type, from integration into the Data Warehouse.

e. Timeline; Delays. Numerica shall complete the integration of the Records, as delineated by the submission of the Completion Checklist, before December 31, 2016 (the "Deadline"). If Numerica is unable to meet the Deadline due to delays on the part of the CISC or a Member Agency, then the Deadline shall be reasonably extended to reflect the impact of the delay on Numerica's performance. If Numerica is unable to meet the Deadline due to any other reason, then the CISC may extend the Deadline at its discretion.

f. Incorporation of Member Agencies' Existing Lumen Data. Member Agencies that receive the Lumen Client Software Service under the Lumen Agreement or otherwise as of the Effective Date of this Agreement have already had their Records integrated into a database run by Numerica. Upon such a Member Agency joining this Agreement, those Records shall be considered Data in the Data Warehouse.

4. Additional Data Sources.

a. Types of Data Sources. A Member Agency may elect to have Numerica integrate Records from additional Data Sources into the Data Warehouse at additional cost. Additional Data Sources fall into one of the following two categories:

i. Standard. A "Standard Data Source" is a Data Source which either: (1) has a set of Records stored in a single commercial off-the-shelf database accessible via ODBC, where such Records are generated by a single commercial off-the-shelf product, and the data dictionary and entity relationship diagrams for such records can be provided to Numerica or (2) has a set of Records available on a network-accessible file server owned by the agency and stored in standard, commercial-off-the-shelf formats.

ii. Non-Standard. A "Non-Standard Data Source" is any Data Source that does not meet the definition of a Standard Data Source.

b. Costs. The cost to integrate Records from additional Data Sources is as follows:

Each additional Standard Data Source (containing up to two million Records to be integrated or equivalent as determined by Numerica)	\$1,900.00 each
Each additional two million Records to be integrated (or equivalent as determined by Numerica) per Standard Data Source	\$950.00 each
Each additional Non-Standard Data Source	To be negotiated on a case by case basis

c. Process for Adding Data Sources. Any election to have Numerica integrate Records from additional Data Sources shall be in writing and signed by Numerica and the

Member Agency. Numerica shall confirm the Project Fee associated with such Services before beginning any integration Services.

i. **Before Oct. 1, 2016.** If a Member Agency elects to integrate Records from additional Data Sources before October 1, 2016, the integration shall be completed by the Deadline and subject to acceptance with the other Data Sources. Numerica shall add the additional cost to the Project Fee and the Member Agency shall remit the additional cost to the CISC for payment to Numerica.

ii. **After Oct. 1, 2016.** If a Member Agency elects after October 1, 2016, to integrate Records from additional Data Sources, integration may not be completed before the Deadline. Numerica shall submit an invoice for the fees associated with these integration Services directly to the Member Agency and the Member Agency shall pay the same within 45 days of the Member Agency's receipt of the invoice, unless the Parties agree otherwise in writing.

5. Member's Responsibilities. Each Member Agency shall complete the following in order for Numerica to integrate the Records into the Data Warehouse:

a. Determine whether: (i) to utilize a push mechanism whereby the Member Agency shall be responsible for providing Records to Numerica over the internet in a manner compliant with the CJIS Security Policy for integration into the Data Warehouse (the "Push Mechanism") or (ii) to utilize a pull mechanism whereby the Member Agency shall make available the relevant Member Agency's Systems, including the Data Sources containing Records to be integrated, to allow Numerica to extract copies of Records for integration into the Data Warehouse, including making the Member Agency's Systems available to Numerica via remote access (the "Pull Mechanism").

b. Make available to Numerica documentation concerning the Data Sources containing Records to be integrated, including data dictionaries and entity relationship diagrams (Numerica shall sign reasonable non-disclosure agreements if required).

c. Provide all necessary infrastructure and software information, including without limitation TCP/IP addresses, node names, and network configuration, which is necessary for Numerica to provide the Services.

d. Configure its Data Sources to restrict Records that the Member Agency does not wish to be integrated into the Data Warehouse from being made available to Numerica.

e. Provide Numerica with any desired Data Access Rules (defined in Section 7 of this SOW 01).

f. Identify to Numerica any Records which constitute Criminal Intelligence (defined in Section 7.b of this SOW 01).

g. Provide to Numerica the assistance, participation, review, and approvals necessary for Numerica to perform its obligations under this Agreement, including without limitation participation in acceptance testing of the integration services.

h. Notify Numerica in a timely manner of any network, machine, or Data Source maintenance that may impact the performance of the Data Warehouse.

i. Provide to Numerica timely, accurate, complete, and up-to-date documentation and information reasonably required by Numerica to perform the integration services and ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide the foregoing.

6. Authorization of and Assistance with Push/Pull Mechanisms.

a. For Member Agencies utilizing the Push Mechanism, Numerica shall provide reasonable technical support in connection with the Push Mechanism.

b. For Member Agencies utilizing the Pull Mechanism, (i) the Member Agency authorizes Numerica to access the Member Agency's Systems solely for the purpose of Numerica's performance under this Agreement, (ii) Numerica shall coordinate with the Member Agencies to install all necessary software to effectuate the Pull Mechanism, and (iii) the Member Agency shall provide any proprietary software drivers that are necessary for Numerica to connect to the Data Sources.

7. Data Access Rules. Numerica shall implement the following Data access rules (each, a "Data Access Rule").

a. CJIS Policy Assumed to Apply. Data that constitutes law enforcement or criminal justice records shall only be made available to and shared with qualifying law enforcement agencies in compliance with the CJIS Security Policy. If a question arises about whether Data constitutes law enforcement or criminal justice records, the presumption is and shall be that the Data constitutes law enforcement or criminal justice records and that the CJIS Security Policy applies.

b. Criminal Intelligence.

i. The term "Criminal Intelligence" means Data identified by the originating Member Agency as meeting the definition of criminal intelligence under 28 C.F.R. Part 23. Each Member Agency shall accurately identify to Numerica its Data which qualifies as Criminal Intelligence.

ii. A Member Agency shall only have access to Criminal Intelligence originated by that Member Agency. As of the Effective Date of this Agreement, the Data Warehouse will not have the capability to perform inter-jurisdictional sharing of Criminal Intelligence in compliance with 28 C.F.R. Part 23, and therefore the sharing of Criminal Intelligence outside of the originating Member Agency by and through the Data Warehouse is forbidden.

c. Sharing with Member Agencies. All Data (with the exception of Data identified as Criminal Intelligence) shall be made available to and shared with the Member Agencies through the API (for clarity, Data shared through the API will be available to Member Agencies though the Lumen Client Software Service and potentially through Authorized Third Parties).

Member Agencies may not restrict this Data Access Rule. Each Member Agency shall treat the Data in compliance with the CJIS Security Policy, to the extent applicable, and in compliance with applicable law.

d. Sharing with Non-Member Agencies.

i. Through Lumen. All Data (with the exception of Data identified as Criminal Intelligence) shall *by default* be made available to and shared with other law enforcement agencies who are not Member Agencies of the CISC (each, a “Non-Member Agency”) by and through the Lumen Client Software Service. Numerica shall ensure that each Non-Member Agency who accesses Data through the Lumen Client Software Service is contractually obligated to treat such Data in compliance with the CJIS Security Policy, to the extent applicable, and in compliance with applicable law.

ii. Through Other Providers. The CISC may authorize Numerica to, and if so requested Numerica shall, make available and share Data with Non-Member Agencies by and through an Authorized Third Party (defined in Section 6.a of SOW 02). The CISC shall ensure that each Non-Member Agency who accesses Data through an Authorized Third Party is contractually obligated to treat such Data in compliance with the CJIS Security Policy, to the extent applicable, and in compliance with applicable law.

iii. General. Non-Member Agencies may be located within or outside of Colorado. The CISC may restrict all or any portion of the Data from being shared with all or any Non-Member Agencies. Each Member Agency may restrict all or any portion of the Data it originates from being shared with all or any Non-Member Agencies.

e. Sharing with Certain Non-Law Enforcement Entities. No Data shared with non-law enforcement entities may contain any law enforcement or criminal justice records. The CISC may grant access to Data to non-law enforcement entities to the extent not restricted by a Member Agency. A Member Agency may grant access to Data it originated to non-law enforcement entities. Each Member Agency may restrict all or any portion of the Data it originated from being shared with all or any non-law enforcement entities.

f. Other Data Access Rules. Numerica shall implement any other Data Access Rules requested by a Member Agency for the Data originated by that Member Agency, provided that the request complies with this Agreement. Numerica shall implement any other Data Access Rules requested by the CISC that complies with this Agreement. If the CISC or a Member Agency requests a Data Access Rule that is technically infeasible or reasonably technically impractical to implement, Numerica shall inform the CISC and the Member Agency in a timely manner and Numerica shall have no obligation regarding same.

8. Documentation. Numerica shall provide to the CISC and to each Member Agency all documentation necessary to enable the CISC and each Member Agency to use the Data Warehouse for the purposes set forth in this Agreement.

9. Acceptance.

a. Acceptance of Integration Services. Numerica and the CISC will work to establish a mutually agreed-upon checklist for the testing and acceptance of the integration of a Member Agency's Records into the Data Warehouse (the "Integration Checklist"). Upon completion of the integration services for an individual Member Agency, Numerica will present the Member Agency with the Integration Checklist. For 10 days after the date on which the Member Agency received the Integration Checklist, the Member Agency may reject such integration services by notifying Numerica in writing of the reasons why the integration services did not conform to the Integration Checklist or this Agreement. For the avoidance of doubt, the Member Agency can only reject the foregoing services if they do not materially conform to the Integration Checklist or this Agreement. Numerica shall address the issues set forth in a properly issued rejection notice and thereafter will resubmit the Integration Checklist to the Member Agency and the process will be repeated, with the Member Agency having another 10 days to issue a rejection notice based solely on whether the non-conformance raised in the original rejection notice has been remedied. If a Member Agency notifies Numerica in writing that it accepts the integration services or does not respond to an Integration Checklist within 10 days of receiving the same, then the Member Agency shall be deemed to have accepted such integration services.

b. Acceptance of Services Subject to the Deadline. Numerica and the CISC will work to establish a mutually agreed-upon checklist for the testing and acceptance of the Services subject to the Deadline (the "Completion Checklist"). When Numerica believes that the Services are complete, Numerica will present the CISC with the Completion Checklist. For 10 days after the date on which the Member Agency received the Completion Checklist, the CISC may reject the Services by notifying Numerica in writing of the reasons why the Services did not materially conform to the Completion Checklist or this Agreement. For the avoidance of doubt, the CISC can only reject the foregoing services if they do not materially conform to the Completion Checklist or this Agreement. Numerica shall address the issues set forth in a properly issued rejection notice and thereafter will resubmit the Completion Checklist to the CISC and the process will be repeated, with the CISC having another 10 days to issue a rejection notice based solely on whether the non-conformance raised in the original rejection notice has been remedied. If the CISC notifies Numerica in writing that it accepts the Services or does not respond to a the Completion Checklist within 10 days of receiving the same, then the CISC shall be deemed to have accepted the Services.

10. Project Fee. The Project Fee for the Services subject to the Deadline is \$193,088, which may be increased or decreased as provided for herein.

a. Reduction in Fee for Member Agency Non-Participation. The Project Fee shall be reduced if a SOW 01 Member Agency does not join this Agreement by October 1, 2016. In such case, the Project Fee shall be reduced by an amount equal to \$27.50 multiplied by the number of full time equivalent ("FTE") certified peace officers employed by that Member Agency as of the Effective Date of this Agreement. Notwithstanding anything to the contrary, the Project Fee shall not be reduced below \$120,000.

b. Additional Fees for Additional Participation. The Project Fee shall be increased if a law enforcement entity that is not a SOW 01 Member Agency joins this Agreement on or before October 1, 2016. In such case, the Project Fee shall be increased by an amount equal to \$27.50 multiplied by the number of FTE certified peace officers employed by the newly-joined Member Agency as of the effective date its joinder. Notwithstanding the foregoing, if such an entity's Records have already been integrated by Numerica (for example, if it receives the Lumen Client Software Service), then the Project Fee shall not be increased and those integrated Records shall be considered Data in the Data Warehouse.

11. Payment Terms.

a. Numerica shall submit two invoices to the CISC. The first invoice shall be for \$154,000 and the second invoice shall be for the remainder of the Project Fee (if the payment made under the first invoice is greater than the Project Fee, then Numerica shall refund the excess amount to the CISC). Numerica may submit the first invoice upon execution of this Agreement. Numerica may submit the second invoice upon the CISC's acceptance of the Services pursuant to Section 9.b. In the event acceptance has not been completed due to CISC or Member-caused delays, the Parties will work together in good faith to determine an interim payment representative of the completed Services. The CISC shall pay proper invoices for the Project Fee no later than 45 days after the CISC's receipt of an invoice. These fees are not being passed on to the Member Agencies.

b. If invoiced to the CISC, the CISC will pass all fees under Section 4, Section 10.b, and Section 13 to the appropriate Member Agencies.

12. Effective Date; Cross Termination. This SOW 01 shall become effective on the Effective Date. If SOW 02 becomes effective, then SOW 01 and SOW 02 are required to both be in effect. If either of SOW 01 or SOW 02 terminates, then the other shall also terminate.

13. Adding Additional Member Agencies after October 1, 2016. After October 1, 2016 and during the period that Numerica is performing Services under SOW 02, additional law enforcement agencies may join this Agreement. Upon such joinder, Numerica shall integrate the Records of the new Party consistent with Section 4 of this SOW 01 and otherwise consistent with this Agreement (meaning, for clarity, that each of the new Party's Data Sources will be treated as additional Data Sources). The Project Fee shall be determined based on the number of Data Sources and Records integrated pursuant to Section 4.b of this SOW 01. Numerica shall invoice the Project Fee for these Services directly to the new Party and the new Party shall pay the same within 45 days of its receipt of the invoice, unless the Parties agree otherwise in writing. The integration of these Records will not be subject to the Deadline. Notwithstanding the foregoing, if such new Party's Records have already been integrated by Numerica (for example, if it receives the Lumen Client Software Service), then there shall be no Project Fee associated with those Records and those integrated Records shall be considered Data in the Data Warehouse.

[end]

ATTACHMENT A-1

LIST OF SOW 01 MEMBER AGENCIES

- | | |
|---|--|
| 1. Adams County Sheriff's Office | 22. Erie Police Department |
| 2. Arapahoe County Sheriff's Office | 23. Federal Heights Police Department |
| 3. Aspen Police Department | 24. Fountain Police Department |
| 4. Aurora Police Department | 25. Garfield County Sheriff's Office |
| 5. Avon Police Department | 26. Glendale Police Department |
| 6. Brighton Police Department | 27. Golden Police Department |
| 7. Carbondale Police Department | 28. Grand Junction Police Department |
| 8. Castle Rock Police Department | 29. Greenwood Village Police Department |
| 9. Cherry Hills Village Police Department | 30. Jefferson County Sheriff's Office |
| 10. Colorado Department of Public Safety | 31. Littleton Police Department |
| 11. Colorado Springs Police Department | 32. Lone Tree Police Department |
| 12. Columbine Valley Police Department | 33. Mesa County Sheriff's Office |
| 13. Craig Police Department | 34. Moffat County Sheriff's Office |
| 14. Denver Police Department | 35. New Castle Police Department |
| 15. Denver Sheriff's Department | 36. Northglenn Police Department |
| 16. Douglas County Sheriff's Office | 37. Parker Police Department |
| 17. Durango Police Department | 38. Rifle Police Department |
| 18. Eagle County Sheriff's Office | 39. Sheridan Police Department |
| 19. Eagle Police Department | 40. Silt Police Department |
| 20. Edgewater Police Department | 41. Thornton Police Department |
| 21. Englewood Police Department | 42. University of Colorado at Denver Police Department |
| | 43. Vail Police Department |

[end]

EXHIBIT B

STATEMENT OF WORK 02: PROVISION OF A DATA WAREHOUSE SERVICE

1. Basic Overview. Subject to this SOW 02 and this Agreement, Numerica shall: (a) provide the Data Warehouse as a service and provide the API, any other related software or software services as a service, and all related documentation necessary to use the Data Warehouse as a service (collectively, the “Data Warehouse Service”) to the CISC and to the Member Agencies; (b) maintain and operate the Data Warehouse Service; (c) update and refresh the Data in the Data Warehouse via a Data Source refresh process; and (d) provide reasonable technical support services for the Data Warehouse Service.

2. Provision of Data Warehouse as a Service.

a. Subject to this SOW 02 and this Agreement, Numerica shall use reasonable efforts consistent with prevailing industry standards to provide the Data Warehouse Service during the Term (and as required thereafter) as a service to each Member Agency.

b. Subject to this SOW 02 and this Agreement, Numerica hereby grants a non-transferable, non-exclusive, limited right and license during the Term (and as required thereafter) to use the Data Warehouse Service to each Member Agency.

3. Application Programming Interface.

a. API. Numerica shall provide to the CISC and to each Member Agency an application programming interface and any related documentation (the “API”) for the Data Warehouse that permits the search of and access to the Data in the Data Warehouse.

b. License to API. Subject to the limitations and restrictions herein, Numerica grants to the CISC and to each Member Agency a fully-paid up, royalty free, non-exclusive, non-transferrable, sublicenseable, worldwide right and license to use and make calls to and to permit others to use and make calls to the API to search and access the Data in the Data Warehouse on behalf of the Member Agencies (the “API License”). Nothing in this Agreement shall limit Numerica’s right to use or to permit third parties to use the API, provided that no access to the Data is allowed by such use. The API License shall terminate 30 days after this SOW 02 terminates.

c. API Support. Numerica shall provide general technical support and documentation to the CISC, Member Agencies, and Authorized Third Parties to enable the use of the API and the Data Warehouse Service. Numerica’s support under this SOW 02 is not intended to provide software engineering or software design services.

d. Limitation on API Usage. If an entity’s use of the API is unreasonably excessive or causes a significant degradation in performance of the Data Warehouse Service, Numerica may temporarily limit the use of the API by that entity. If Numerica temporarily limits API use, Numerica shall notify the entity’s whose use was limited and the CISC. Numerica, the CISC, and the impacted entities shall work with Numerica to resolve the issue.

4. Data Refresh.

a. Under SOW 01, Numerica integrated Records from certain Data Sources controlled by the Member Agencies. Numerica shall ensure that the Records integrated into the Data Warehouse are updated and refreshed on a regular basis, but not less than once every other day. Numerica shall monitor the Data Source refresh cycle and notify the CISC and the affected Member Agencies of any significant delays or interruptions in the Data Source refresh process.

b. For Member Agencies utilizing the Pull Mechanism, Numerica shall use reasonable efforts consistent with prevailing industry standards to ensure the uninterrupted, continuous operation of the Pull Mechanism. If a Member Agency elected to use the Pull Mechanism, the Member Agency authorizes Numerica to access the Member Agency's Systems solely for the purpose of performing the services described herein.

c. For Member Agencies utilizing the Push Mechanism, Numerica shall provide commercially reasonable technical support to ensure that the Push Mechanism is operating properly.

d. Only Data not more than 10 years old shall be stored in the Data Warehouse, although Numerica, in its discretion, may incorporate more Data. As Numerica refreshes the Data, Numerica will delete Data in the Data Warehouse that is older than 10 years and will replace it with current Data. A Member Agency may elect to have Data more than 10 years old stored in the Data Warehouse at additional cost to that Member Agency.

5. Update Data Access Rules. Numerica shall in a timely manner implement new Data Access Rules and changes to existing Data Access Rules requested by a Member Agency for the Data that the requesting Member Agency originated, provided that the request complies with this Agreement. Numerica shall in a timely manner implement any new Data Access Rules or changes to existing Data Access Rules requested by the CISC that complies with this Agreement.

6. Third Parties Access to Data and the API.

a. **Authorization of Third Parties.** The CISC and each Member may authorize third parties (each, an "Authorized Third Party") to access the Data and use of the API; *provided, however*, that before a Member Agency grants any such authorization, the Member Agency shall first obtain the written approval of the CISC (which approval shall not be unreasonably withheld). Numerica may not unilaterally permit any third party to access the Data without the written approval of the CISC (except as otherwise authorized in this Agreement).

b. **CJIS Security Policy.** Before accessing the Data or using the API, an Authorized Third Party shall: (i) agree to comply with the CJIS Security Policy; (ii) execute and deliver to the CISC a copy of the Security Addendum to the CJIS Security Policy; (iii) enroll in and maintain its participation in the CJIS Vendor Management Program operated by the CBI (and provide documentation verifying such enrollment and participation to the CISC when requested); and, (iv) upon the CISC's request, submit to an audit by CBI concerning the Authorized Third Party's compliance with the CJIS Security Policy.

c. Notice to Numerica. Prior to an Authorized Third Party accessing any Data or using the API, the CISC shall provide written notification to Numerica specifying: (i) the legal name and contact information of the Authorized Third Party; (ii) any restrictions on the Authorized Third Party's access to certain Data; (iii) any restrictions on the Authorized Third Party's use of the API; and (iv) any other restrictions on or relevant information concerning the Authorized Third Party.

d. Revocation of Third Party Authorization. Notwithstanding authorization granted by any Member Agency or the CISC, the CISC may revoke an Authorized Third Party's access to the Data or use the API for any reason or no reason, including non-compliance with this Agreement.

e. Support. Numerica will provide technical support of the Data Warehouse Services to Member Agencies, the CISC, and Authorized Third Parties via both telephone and email on weekdays during normal business hours, with the exclusion of federal holidays.

7. Installation and Acceptance. The Parties expect that Numerica will not need to install or configure the Data Warehouse Services under this SOW 02 because the Services performed under SOW 01 should enable Numerica to provide the Data Warehouse Services.

8. Maintenance of Data Warehouse Service. During the Term, Numerica shall use reasonable efforts consistent with prevailing industry standards: (a) to maintain the Data Warehouse Service in a manner which minimizes Errors; (b) to ensure the continuous availability of the Data Warehouse Service to Member Agencies and to Authorized Third Parties, including without limitation maintaining, upgrading, updating, and repairing all Numerica-owned or licensed hardware and software; and (c) to provide upgrades and updates to the Data Warehouse Service over the internet as applicable. All or any portion of the Data Warehouse Service may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance. Numerica shall use reasonable efforts to provide advance notice to the CISC and affected Member Agencies of any scheduled Data Warehouse Service disruptions.

9. Software Error Reporting and Resolution.

a. Reporting Errors to Numerica. If the CISC, a Member Agency, or any third party experiences an Error with the Data Warehouse Service, such entity may report the Error to Numerica using the support email address, support telephone number, or electronic support system provided by Numerica. The report should contain a description of the Error encountered and, where possible, a description of how to repeat the condition that gave rise to the Error and other diagnostic information as available.

b. Error Severity Levels. Numerica shall assign each reported Error with a "Severity Level" for tracking and response purposes. Severity Levels are described on Attachment B-1. Notwithstanding anything to the contrary, planned downtime pursuant to Section 8 of this SOW 02 will not constitute an Error.

c. Error Resolution. Numerica shall work to resolve the Error according to Attachment B-2. Successful resolution of an Error, particularly of a Level 1 or Level 2 Error, may require the input and participation of the CISC and the Member Agencies.

d. List of Errors. On a monthly basis, Numerica shall provide to the CISC (i) a list of each Error reported during that month or reported in a prior month and still unresolved, (ii) the specific Data Warehouse Service to which the Error applied, (iii) the Severity Level of the Error, and (iv) the resolution status of the Error.

10. Remedy for Excessive Errors.

a. First Six Months. In six-month period beginning on the later of (i) the effectiveness of this SOW 02 and (ii) the acceptance of the Services under SOW 01 (pursuant to the Completion Checklist), if there are four or more Level 1 Errors in any 60 day period, then the CISC will be entitled to terminate this Agreement and, upon such termination, Numerica shall refund to the CISC and to each Member Agency all Project Fees paid under SOW 01 and SOW 02.

b. Second Six Months. In the six month period beginning at the end of the six month period set forth in Section 10.a, if there are four or more Level 1 Errors in any 60 day period, then the CISC will be entitled to terminate this Agreement and, upon such termination, Numerica shall refund to the CISC and to each Member Agency 50% of all Project Fees paid under SOW 01 and SOW 02.

11. Lumen Entitlement. A Member Agency who receives the Data Warehouse Service under this SOW 02 is entitled to a limited number of Subscription Licenses to the Lumen Client Software Service as specified in SOW 03.

12. Term. This SOW 02 shall become effective on January 1, 2017, and shall expire on December 31, 2017 (along with any renewal terms, the "Term"). The Term shall automatically renew an unlimited number of times, with each renewal period lasting for one additional year, unless the CISC provides written notification that the then-current Term shall not renew on or before December 1 of the then-current Term. Beginning on April 1, 2019, and annually thereafter, Numerica may provide written notice to the CISC that the then-current Term will not renew, provided that Numerica gives the written notice on or before April 1 of the then-current Term.

13. Effect of Termination.

a. Recovery of Data. Notwithstanding the termination of the API License, the CISC is entitled download and recover the Data in the Data Warehouse, including by using the API solely for this purpose. Numerica shall provide reasonable help and assistance to the CISC to accomplish this download. Alternatively or additionally, the CISC may require Numerica to provide the Data on one or more physical storage drives. The CISC shall pay to Numerica the actual and reasonable cost of such physical storage drives and reasonable compensation to Numerica, at Numerica's then standard hourly rate, for Numerica's services in transferring the Data from the Data Warehouse onto physical storage drives. After the CISC has recovered the

Data, Numerica shall delete the Data from the Data Warehouse and certify in writing to the CISC of the Data's deletion.

b. Cross Termination. If this SOW 02 is terminated, then SOW 01 and SOW 03 shall also terminate unless the Parties (or some subset of Parties) otherwise agree in writing.

14. Project Fee.

a. The Project Fee for the Services to be provided under this SOW 02, on a per-Term basis, shall be calculated by multiplying \$20 by the number of FTE certified peace officers employed by the Member Agencies. The method for determining the Project Fee may not be modified until the Term beginning on January 1, 2020. Beginning on January 1, 2020, the Project Fee may be modified in a manner agreed to by the Parties.

b. The CISC shall use reasonable efforts to annually determine the number of FTE certified peace officers employed by the Member Agencies and the CISC shall notify Numerica in writing of the same before December 1 prior to each Term.

15. Payment Terms.

a. Numerica shall submit two invoices for the Project Fee to the CISC in each Term. Each invoice shall be for one half of the annual Project Fee. Numerica may submit the first invoice after January 1 of each Term. Numerica may submit the second invoice after July 1 of each Term.

b. As discussed in Section 2.b of this Agreement, the CISC will pass this Project Fee on to the Member Agencies proportionally based on the number of FTE certified peace officers employed by each Member Agency. The CISC shall remit the fees collected from the Member Agencies toward each invoice within 45 days after the CISC's receipt a proper invoice.

[end]

ATTACHMENT B-1

ERROR SEVERITY LEVEL

Severity Level	Name	Description
Level 1	Critical	(i) For a period of at least 24 continuous hours, the Data Warehouse Service is completely down or there is a major malfunction resulting in an inoperative condition; or (ii) A majority of Member Agency's Systems on which Numerica software is installed crashes or otherwise ceases to function in a reliable manner, in a situation caused by software installed by or on behalf of Numerica.
Level 2	Major	The Data Warehouse Service is substantially impaired and a substantial number of users are unable to perform their normal functions for sustained periods. Examples include major feature failure, major product failure, inconvenient or unavailable workaround, the Data Warehouse Service being usable but severely limited, and any Error which could threaten the use of the Data Warehouse Service.
Level 3	Minor	Errors in the Data Warehouse Service to which there may be a workaround and which do not currently threaten the use of the Data Warehouse Service. Use of the Data Warehouse Service is impaired, but not critically so and users can generally fully use the Data Warehouse Service for its intended function.
Level 4	Trivial	Typographical errors, inappropriate error messages, and other miscellaneous problems which have minimal impact on the use of the Data Warehouse Service.

[end]

ATTACHMENT B-2

ERROR RESOLUTION

Severity Level	Name	Resolution	
		Temporary	Permanent
Level 1	Critical	Numerica shall work continuously, devote significant resources, and around the clock (if necessary) until a temporary resolution is implemented. Target for temporary resolution: 24 hours from Error report	After the Error is temporarily resolved, Numerica shall work diligently and devote significant resources to permanently resolving the Error. Target for permanent resolution: five days from temporary resolution
Level 2	Major	Numerica shall work diligently and devote significant resources until a temporary resolution is implemented, but Numerica usually will not work on an around-the-clock basis. Target for temporary resolution: five days from Error report	After the Error is temporarily resolved, Numerica shall work diligently and devote significant resources to permanently resolving the Error. Target for permanent resolution: 30 days from temporary resolution
Level 3	Minor	Numerica shall devote reasonable efforts to implement a temporary resolution. The temporary resolution may not be available until the next regularly-scheduled software update cycle.	The next regularly-scheduled software update cycle.
Level 4	Trivial	n/a	The next regularly-scheduled software update cycle.

[end]

EXHIBIT C

STATEMENT OF WORK 03 LUMEN CLIENT SOFTWARE SERVICE

1. Definitions. In addition to the capitalized terms defined in this Section 1, other capitalized terms are defined throughout this Agreement.

a. “Lumen Client Software Service” means the hardware, software, applications, and associated documentation that is maintained or installed by Numerica and used by Member Agencies pursuant to this SOW 03 to access, review, search, and analyze Member Agencies’ Data, Law Enforcement Data from Non-Member Agencies which is accessible through the Lumen Client Software, and certain other data and information which does not constitute Law Enforcement Data.

b. “Law Enforcement Data” includes the following types of data: (i) criminal justice information, as defined in the CJIS Security Policy; (ii) criminal justice records, as defined in C.R.S. § 24-72-302(4); (iii) information relating to calls for service; (iv) incident data, including original narrative reports; (v) arrest data; (vi) license plate reader data; and (vii) personally identifiable information, as defined in the CJIS Security Policy. The vast majority of the Data in the Data Warehouse constitutes Law Enforcement Data.

c. “Lumen Subscription Guide” means the document attached hereto as Attachment C-1 which states the available Subscription Periods, Subscription Licenses, and associated pricing for the Lumen Client Software Service.

d. “Subscription License” means the various types of subscriptions to the Lumen Client Software Service offered by Numerica, as further described herein.

e. “Subscription Notice” is defined in Section 4.a.

f. “Subscription Period” means either (i) the period during which an Eligible Member Agency is entitled to a limited number of Subscription Licenses under Section 3 of this SOW 03 or (ii) the period specified in a proper Subscription Notice.

2. Provision of Lumen Client Software Services.

a. Subject to this SOW 03 and this Agreement, Numerica shall use reasonable efforts consistent with prevailing industry standards to provide the Lumen Client Software Service during the Subscription Period and consistent with the applicable Subscription Licenses to each Member Agency (a) that is entitled to receive the Lumen Client Software Service under Section 3 of this SOW 03 or (b) that submits a proper Subscription Notice.

b. Subject to this SOW 03 and this Agreement, Numerica hereby grants a non-transferable, non-exclusive, non-sublicenseable, limited right and license to use the Lumen Client Software Service during the Subscription Period and consistent with the applicable Subscription Licenses to each Member Agency (a) that is entitled to receive the Lumen Client Software Service under Section 3 of this SOW 03 or (b) that submits a proper Subscription Notice.

c. A Member Agency may only use the Lumen Client Software Service (i) for its own law enforcement and investigative purposes, (ii) in accordance with the applicable documentation, and (iii) in accordance with the number and type of Subscription Licenses specified.

3. Entitlement to Lumen Client Software Service with Data Warehouse Service. Upon joining this Agreement, any Member Agency who receives the Data Warehouse Service pursuant to SOW 02 and is current with any Project Fees due thereunder (an “Eligible Member Agency”) is entitled to a limited number of Subscription Licenses to the Lumen Client Software Service as described in this Section 3 and consistent with this SOW 03. Except for the fact that there is no cost to the Member Agency for use of the Lumen Client Software under this Section 3, a Member Agency’s use of the Lumen Client Software shall otherwise conform to this SOW 03.

a. **Fewer than 58 FTE Officers.** If the Member Agency employs fewer than 58 FTE certified peace officers, the Member Agency is entitled to one Analyst Subscription License.

b. **More than 58 FTE Officers.** If the Member Agency employs 58 or more FTE certified peace officers, the Member Agency is entitled to any combination of Subscription Licenses that has an aggregate annual cost equal to or less than \$20 multiplied by the number of FTE certified peace officers employed by the Member Agency, provided that at least one of the Subscription Licenses must be an Analyst Subscription License.

4. Election to Receive Additional Lumen Client Software Service. In addition to the Subscription License entitlements under Section 3, an Eligible Member Agency may elect to receive additional Subscription Licenses consistent with this Section 4. Any Subscription Licenses under this Section 4 shall be in addition to the Subscription License entitlement under Section 3. All Subscription Licenses under this Section 4 shall begin when the Lumen Client Software Service is accepted by the Member Agency.

a. **Member Agencies Not Currently Using Lumen.** An Eligible Member Agency who has not joined the Lumen Agreement may elect to receive additional Lumen Client Software Service from Numerica consistent with this SOW 03 by submitting to Numerica a signed written notice substantially in the form attached hereto as Attachment C-2 indicating the number and type of Subscription Licenses desired (a “Subscription Notice”).

b. **Member Agencies Currently Using Lumen.** An Eligible Member Agency who has joined the Lumen Agreement may terminate its joinder to the Lumen Agreement and receive the Lumen Client Software Service under this SOW 03 by submitting a Subscription Notice to Numerica. If the number and type of Subscription Licenses are unchanged from what the Member Agency received under the Lumen Agreement, the Project Fee shall be the lower of (i) the fees due under the Lumen Agreement and (ii) the fees due under this SOW 03. This Section 4.b shall also apply to Eligible Member Agencies who are using the Lumen Client Software Service pursuant to an agreement directly with Numerica.

5. Installation and Acceptance.

a. Within a reasonable amount of time after the Data Warehouse Service is provided to the Member Agencies under SOW 02 or a Member Agency submits a proper Subscription Notice, Numerica shall, as appropriate, install, configure, and grant access to all software and applications provided by Numerica which are necessary to provide the Member Agencies with the Lumen Client Software Service consistent with the applicable Subscription Licenses.

b. Numerica shall provide a checklist consistent with the documentation available for the Lumen Client Software Service for the testing and acceptance of the Lumen Client Software Service (the "Lumen Checklist"). Once the Member Agency has access to the Lumen Client Software Service, Numerica will present the Member Agency with the Lumen Checklist. For 10 days after the date on which the Member Agency received the Lumen Checklist, the Member Agency may reject the Lumen Client Software Service by notifying Numerica in writing of the reasons why the Lumen Client Software Service did not conform to the Lumen Checklist or this Agreement. For the avoidance of doubt, the Member Agency can only reject the foregoing services if they do not materially conform to the Lumen Checklist or this Agreement. Numerica shall address the issues set forth in a properly issued rejection notice and thereafter will resubmit the Lumen Checklist to the Member Agency and the process will be repeated, with the Member Agency having another 10 days to issue a rejection notice based solely on whether the non-conformance raised in the original rejection notice has been remedied. If a Member Agency notifies Numerica in writing that it accepts the Lumen Client Software Service or does not respond to an Integration Checklist within 10 days of receiving the same, then the Member Agency shall be deemed to have accepted the Lumen Client Software Service.

6. Reciprocal Data Sharing with Non-Member Agencies.

a. The Data Access Rules specified in Section 7 of SOW 01 permits Numerica to share each Member Agency's Data through the Lumen Client Software Service with other Member Agencies and, by default and with some restrictions, with Non-Member Agencies. A Member Agency may restrict the sharing of Data with Non-Member Agencies by implementing additional Data Access Rules. Section 7 of SOW 01 also requires Numerica to ensure that each Non-Member Agency who accesses Data comply with the CJISC Security Policy and applicable law.

b. If a Member Agency elects to use the Lumen Client Software Service under this SOW 03, then that Member Agency will have access to Law Enforcement Data from Non-Member Agencies only to the extent that the Member Agency elects to share its Data with Non-Member Agencies through the Lumen Client Software Service. This reciprocal sharing principle applies to Non-Member Agencies who use the Lumen Client Software Service: Numerica shall limit a Non-Member Agency's access to the Member Agencies' Data to the extent that the Non-Member Agency shares its Law Enforcement Data with other users of the Lumen Client Software Service (including the Member Agencies who use the Lumen Client Software Service). Numerica may use its reasonable discretion to restrict types of Data and Law Enforcement Data from being shared if a Member Agency or Non-Member Agency violates this reciprocal sharing principle.

7. Treatment of Law Enforcement Data from Non-Member Agencies. Each Member Agency who receives Law Enforcement Data from Non-Member Agencies through the Lumen Client Software Service shall treat all shared Law Enforcement Data in compliance with the CJIS Security Policy, to the extent applicable, and in compliance with applicable law.

8. Maintenance of Lumen Client Software Service. Numerica shall use reasonable efforts consistent with prevailing industry standards: (a) to maintain the Lumen Client Software Service in a manner which minimizes Errors; (b) to ensure the continuous availability of the Lumen Client Software Service to Member Agencies, including without limitation maintaining, upgrading, updating, and repairing all Numerica-owned or licensed hardware and software; and (c) to provide upgrades and updates to the Lumen Client Software Service over the internet as applicable. All or any portion of the Lumen Client Software Service may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance. Numerica shall use reasonable efforts to provide advance notice to the CISC and affected Member Agencies of any scheduled Lumen Client Software Service disruptions.

9. Software Error Reporting and Resolution.

a. Reporting Errors to Numerica. If a Member Agency experiences an Error with the Lumen Client Software Service, the Member Agency may report the Error to Numerica using the support email address, support telephone number, or electronic support system provided by Numerica. The report should contain a description of the Error encountered and, where possible, a description of how to repeat the condition that gave rise to the Error and other diagnostic information as available.

b. Error Severity Levels. Numerica shall assign each Error with a “Severity Level” for tracking and response purposes. Severity Levels are described on Attachment C-3. Notwithstanding anything to the contrary, planned downtime pursuant to Section 8 will not constitute an Error.

c. Error Resolution. Numerica shall work to resolve the Error according Attachment C-4. Successful resolution of an Error, particularly of a Level 1 or Level 2 Error, may require the input and participation of the CISC and the Member Agencies.

d. List of Error. On a monthly basis, Numerica shall provide to the CISC (i) a list of each Error reported during that month or reported in a prior month and still unresolved, (ii) the specific Data Warehouse Service to which the Error applied, (iii) the Severity Level of the Error, and (iv) the resolution status of the Error.

10. Effective Date; Termination. This SOW 03 shall become effective when SOW 02 becomes effective. Unless terminated sooner or otherwise agreed to by the Parties, this SOW 03 shall terminate if SOW 02 terminates. SOW 02 may remain in effect after this SOW 03 is terminated. If a Member Agency no longer receives Data Warehouse Service pursuant to SOW 02, the Member Agency will not be considered an Eligible Member Agency and may not receive Lumen Client Software Service under this SOW 3.

11. Use of Data and Law Enforcement Data by Numerica. Numerica may use Data shared through the Lumen Client Software Service (including when mixed with Law Enforcement Data from Non-Member Agencies) to develop new, additional, or improved services or features. Such use shall be solely at Numerica's expense and shall comply with the CJIS Security Policy, applicable law, and all of Numerica's contractual obligations. Any new, additional, or improved services or features, including all Intellectual Property rights therein, shall belong to Numerica.

12. Project Fee.

a. The Project Fee for each Member Agency's addition Subscription Licenses pursuant to Section 4 shall be calculated pursuant to the pricing set forth on the Lumen Subscription Guide and the number and type of Subscription Licenses identified in the Subscription Notice. The pricing set forth on the Lumen Subscription Guide may not be changed until January 1, 2020, and thereafter only by the written agreement of the Parties.

b. If a Member Agency selects the Enterprise Subscription License, (i) then the number of FTE certified peace officers indicated in the Subscription notice shall be updated annually based on the information provided to Numerica under Section 14.b of SOW 02 and (ii) the Project Fee shall be decreased by an amount equal to \$20 multiplied by the number of FTE certified peace officers employed by the Member Agency.

c. There are no Project Fees for installation or setup of the Lumen Client Software Service because those fees are covered by the Project Fees due for the Data Warehouse and the Data Warehouse Service under SOW 01 and SOW 02.

13. Payment Terms.

a. Unless the Subscription Notice contains different payments terms (which are only binding on the CISC and Numerica if they both sign the Subscription Notice), Numerica shall submit invoices for the Project Fees to the CISC.

b. As discussed in Section 2.b of this Agreement, the CISC will pass this Project Fee on to the Member Agencies. The CISC shall remit the fees collected from the Member Agencies toward each invoice. The CISC shall pay proper invoices within 60 days of the CISC's receipt of the same.

c. Timing of Invoices.

i. Project Fees for the portion of the Subscription Period between Installation and December 31 of the year of Installation shall be invoiced after the Lumen Client Software Service is accepted pursuant to this SOW 03.

ii. For each additional calendar year, or portion of a calendar year, Numerica may submit an invoice on or after January 1.

[end]

ATTACHMENT C-1
LUMEN SUBSCRIPTION GUIDE

	Dashboard	Investigative	Analyst	Admin
Create standard queries (i.e., no free form text, limited to own agency)	✓	✓	✓	
Save queries to dashboard	✓	✓	✓	
Create standard query-based analytics	✓	✓	✓	
Save analytics to dashboard	✓	✓	✓	
Create deep text queries (i.e., unstructured text)		✓	✓	
Share saved queries to other investigator and analyst dashboards		✓	✓	
Multi-agency queries		✓	✓	
Create link charts		✓	✓	
Share link charts to other users' dashboards			✓	
Share saved queries to all users' dashboards			✓	
Share saved analytics to other users' dashboards			✓	
Export results to file			✓	
Multi-agency analytics			✓	
Manage user accounts (no cost)				✓

*Exhibit C | SOW 03 | Lumen Client Software Service
Services Agreement for a Law Enforcement Data Warehouse*

Lumen Price List				
Subscription License	List Price (each)	Subscription Cost and Subscription Periods		
		1 Year Contract	2 Year Contract	3+ Year Contract
<i>Annual Recurring Subscription Costs</i>				
Analyst License	\$1200 qty 1-2	\$1170 qty 1-2	\$1140 qty 1-2	\$1110 qty 1-2
	\$1000 qty 3-5	\$975 qty 3-5	\$950 qty 3-5	\$925 qty 3-5
	\$900 qty 6+	\$878 qty 6+	\$855 qty 6+	\$832 qty 6+
Investigative License	\$600 qty 1-6	\$585 qty 1-6	\$570 qty 1-6	\$555 qty 1-6
	\$480 qty 7-20	\$468 qty 7-20	\$456 qty 7-20	\$444 qty 7-20
	\$360 qty 21+	\$351 qty 21+	\$342 qty 21+	\$333 qty 21+
Dashboard License	\$60 qty 10-20	\$59 qty 10-20	\$57 qty 10-20	\$56 qty 10-20
	\$48 qty 21-50	\$46 qty 21-50	\$44 qty 21-50	\$42 qty 21-50
	\$36 qty 51+	\$35 qty 51+	\$33 qty 51+	\$32 qty 51+
Enterprise License	\$180 <i>per sworn officer</i>	\$115 <i>per sworn officer</i>	\$110 <i>per sworn officer</i>	\$105 <i>per sworn officer</i>
<i>Training</i>				
On-site training (4 hours)	\$1500	\$1400	\$1350	\$1275
Online train the trainers session	1 hour included	2 hours included	2 hours included each year	2 hours included each year

[end]

ATTACHMENT C-2
SUBSCRIPTION NOTICE

Date:

Name of Member Agency:

Member Agency Contact Information:

Name of Contact:.....

Phone:

Email:.....

Mailing Address:

.....

Indicate here if requesting an Enterprise Subscription License (with Analyst functionality):.....

If requesting the Enterprise Subscription License,
indicate the number of FTE certified peace officers employed:

If not requesting an Enterprise Subscription License, indicate the number and type of
Subscription Licenses requested:

Analyst Subscription Licenses:

Investigative Subscription Licenses:

Dashboard Subscription Licenses:

Indicate the Subscription Period requested (one, two, or three years):.....

Total Annual Recurring Subscription Costs:.....

Additional Paid Training Requested (if any):.....

Cost of Additional Paid Training (if any):

Signature:..... Name:

[end]

**ATTACHMENT C-3
ERROR SEVERITY LEVELS**

Severity Level	Name	Description
Level 1	Critical	For a period of at least 24 continuous hours, the Lumen Client Software Service is completely down or there is a major malfunction resulting in an inoperative condition.
Level 2	Major	The Lumen Client Software Service is substantially impaired and a substantial number of users are unable to perform their normal functions for sustained periods. Examples include major feature failure, major product failure, inconvenient or unavailable workaround, the Lumen Client Software Service being usable but severely limited, and any Error which could threaten the use of the Lumen Client Software Service.
Level 3	Minor	Errors in the Lumen Client Software Service to which there may be a workaround and which do not currently threaten the use of the Lumen Client Software Service. Use of the Lumen Client Software Service is impaired, but not critically so and users can generally fully use the Lumen Client Software Service for its intended function.
Level 4	Trivial	Typographical errors, inappropriate error messages, and other miscellaneous problems which have minimal impact on the use of the Lumen Client Software Service.

[end]

**ATTACHMENT C-4
ERROR RESOLUTION**

Severity Level	Name	Resolution	
		Temporary	Permanent
Level 1	Critical	Numerica shall work continuously, devote significant resources, and around the clock (if necessary) until a temporary resolution is implemented. Target for temporary resolution: 24 hours from Error report	After the Error is temporarily resolved, Numerica shall work diligently and devote significant resources to permanently resolving the Error. Target for permanent resolution: five days from temporary resolution
Level 2	Major	Numerica shall work diligently and devote significant resources until a temporary resolution is implemented, but Numerica usually will not work on an around-the-clock basis. Target for temporary resolution: five days from Error report	After the Error is temporarily resolved, Numerica shall work diligently and devote significant resources to permanently resolving the Error. Target for permanent resolution: 30 days from temporary resolution
Level 3	Minor	Numerica shall devote reasonable efforts to implement a temporary resolution. The temporary resolution may not be available until the next regularly-scheduled software update cycle.	The next regularly-scheduled software update cycle.
Level 4	Trivial	n/a	The next regularly-scheduled software update cycle.

[end]

EXHIBIT D

MEMBER AGENCY JOINDER AGREEMENT TO THE SERVICES AGREEMENT FOR A LAW ENFORCEMENT DATA WAREHOUSE

This Member Agency Joinder Agreement to the Services Agreement for a Law Enforcement Data Warehouse (this "Joinder Agreement") is entered into as of October 4, 2016 (the "Effective Date"), by and among the Colorado Information Sharing Consortium, a Colorado local government entity (the "CISC"), Numerica Corporation, a Colorado corporation ("Numerica"), and the City of Littleton, a Colorado local government entity (the "Joining Party").

Capitalized terms used in this Joinder Agreement and not otherwise defined are defined in the Services Agreement (including its attachments).

RECITALS

- A. The CISC and Numerica entered into that certain Services Agreement for a Law Enforcement Data Warehouse dated June 13, 2016 (the "Services Agreement") for the integration the Data Warehouse, the maintenance and provision of a Data Warehouse Service, and for the provision of the Lumen Client Software Service. The Services Agreement is attached hereto as Attachment D-1 and is incorporated by reference.
- B. The Joining Party desires to become a party to the Services Agreement. As a party to the Services Agreement, the Joining Party will be considered a Member Agency and will have certain of its Records integrated into the Data Warehouse, will be provided with the Data Warehouse Service, and, at the election of the Member Agency, will be provided with the Lumen Client Software Service subject to the terms and conditions of the Services Agreement and this Joinder Agreement.
- C. The Joining Party has either executed or is committed to executing the CISC's IGA. Pursuant to the Services Agreement, Numerica will provide the Services set forth on SOW 01 to a Joining Party that has not signed the CISC's IGA, but will not provide the Services set forth on other Statements of Work until the Joining Party has executed the CISC's IGA.
- D. The Services Agreement requires that, in certain circumstances, each Member Agency shall pay its portion of a Project Fee to the CISC, who in turn shall remit the same to Numerica. The non-appropriations clause in the Services Agreement applies to this payment obligation. Neither Numerica nor the CISC can create any obligation on behalf of any Member Agency to pay all or any portion of a Project Fee.
- E. This Joinder Agreement may contain terms and conditions that modify or add to the terms and conditions in the Services Agreement; if so, the modifying or additional terms and conditions stated herein shall control over the terms and conditions stated in the Services Agreement solely between the Parties hereto.

AGREEMENT

NOW, THEREFORE, in consideration for the recitals, the mutual promises herein, and other good and valuable consideration, the adequacy and receipt of which is acknowledged, the Parties agree as follows:

- 1. Joinder.** The Joining Party joins in, becomes a party to, and agrees to be bound in all respects by the terms and conditions of the Services Agreement. The Joining Party is a "Member Agency" under the Services Agreement.
- 2. CISC's IGA.** If the Joining Party has not executed the CISC's IGA, the Joining Party acknowledges that it will only be entitled to Services from Numerica under SOW 01 until the Joining Party has executed the CISC's IGA (unless the CISC agrees otherwise). The Joining Party agrees to work in good faith toward executing the CISC's IGA.
- 3. Lumen Entitlement.** Pursuant to Section 3 of SOW 03, a Member Agency is entitled to a limited number of Subscription Licenses to the Lumen Client Software Services. Please refer to SOW 03 for further details.
 - a. Indicate the number of FTE certified peace officers here:
 - b. If the number of FTE certified peace officers is less than 58, a Member Agency is entitled to one Analyst Subscription License.
 - c. If the number of FTE certified peace officers is equal to or greater than 58, indicate the number and type of Subscription Licenses requested. The total calculated cost of the requested Subscription Licenses cannot exceed \$20 multiplied by the number of FTE certified peace officers; see SOW 03 for details and limitations.

Analyst Subscription Licenses:

Investigative Subscription Licenses:

Dashboard Subscription Licenses:

4. Notice Information.

Contact Person: Division Chief Kim Ferber.....

Phone Number:303-795-3849.....

Email:kferber@littletongov.org.....

Mailing Address• 2255 W. Berry Ave. Littleton, CO 80120

- 5. Additional Terms.** *If agreed to by Numerica and the CISC, additional terms may be entered here.*

[signature page follows]

[signature page]

IN WITNESS WHEREOF, the Parties are executing this Joinder Agreement to signify their acceptance of all the terms and conditions stated above, to be effective as of the Effective Date, regardless of the date of actual signature.

**COLORADO INFORMATION SHARING
CONSORTIUM**

NUMERICA CORPORATION

By:	By:
Name: David Shipley	Name: Jeff Poore
Title: Executive Director	Title: President

Date:	Date:
-------------	-------------

[JOINING PARTY]

By:
Name:
Title:

Date:

Exhibit D I Joinder Agreement
Services Agreement for a Law Enforcement Data Warehouse

ATTACHMENT D-1

SERVICES AGREEMENT FOR A LAW ENFORCEMENT DATA WAREHOUSE

[illegible]

07/25/2016

Transaction ID: CBJCHBCAABAAZoHHPfljZGz_h187HcO9g4jTkilf_FkDV

El Adobe Sign

Signed document emailed to vline@co.arapahoe.co.us, Vince Line (VLine@arapahoegov.com), Kelli Crano (kcrano@fwlaw.com), Jeff Poore (jeff.poore@numerica.us) and Ryan Tharp (rtharp@fwlaw.com)
07/25/2016 - 11:49:37 MDT

**MEMBER AGENCY JOINDER AGREEMENT TO THE
SERVICES AGREEMENT FOR A LAW ENFORCEMENT DATA WAREHOUSE**

This Member Agency Joinder Agreement to the Services Agreement for a Law Enforcement Data Warehouse (this "Joinder Agreement") is entered into as of October 4, 2016 (the "Joinder Effective Date"), by and among the Colorado Information Sharing Consortium, a Colorado local government entity (the "CISC"), Numerica Corporation, a Colorado corporation ("Numerica"), and the City of Littleton, a Colorado local government entity (the "Joining Party").

Capitalized terms used in this Joinder Agreement and not otherwise defined are defined in the Services Agreement (including its attachments).

RECITALS

A. The CISC and Numerica entered into that certain Services Agreement for a Law Enforcement Data Warehouse dated June 13, 2016 (the "Services Agreement") for the integration the Data Warehouse, the maintenance and provision of a Data Warehouse Service, and for the provision of the Lumen Client Software Service. The Services Agreement is attached hereto as Attachment D-1 and is incorporated by reference.

B. The Joining Party desires to become a party to the Services Agreement. As a party to the Services Agreement, the Joining Party will be considered a Member Agency and will have certain of its Records integrated into the Data Warehouse, will be provided with the Data Warehouse Service, and, at the election of the Member Agency, will be provided with the Lumen Client Software Service subject to the terms and conditions of the Services Agreement and this Joinder Agreement.

C. The Joining Party has either executed or is committed to executing the CISC's IGA. Pursuant to the Services Agreement, Numerica will provide the Services set forth on SOW 01 to a Joining Party that has not signed the CISC's IGA, but will not provide the Services set forth on other Statements of Work until the Joining Party has executed the CISC's IGA.

D. The Services Agreement requires that, in certain circumstances, each Member Agency shall pay its portion of a Project Fee to the CISC, who in turn shall remit the same to Numerica. The non-appropriations clause in the Services Agreement applies to this payment obligation. Neither Numerica nor the CISC can create any obligation on behalf of any Member Agency to pay all or any portion of a Project Fee.

E. This Joinder Agreement may contain terms and conditions that modify or add to the terms and conditions in the Services Agreement; if so, the modifying or additional terms and conditions stated herein shall control over the terms and conditions stated in the Services Agreement solely between the Parties hereto.

AGREEMENT

NOW, THEREFORE, in consideration for the recitals, the mutual promises herein, and other good and valuable consideration, the adequacy and receipt of which is acknowledged, the Parties agree as follows:

*Member Agency Joinder Agreement to the
Services Agreement for a Law Enforcement Data Warehouse*

1. Joinder. The Joining Party joins in, becomes a party to, and agrees to be bound in all respects by the terms and conditions of the Services Agreement. The Joining Party is a "Member Agency" under the Services Agreement.

2. CISC's IGA. If the Joining Party has not executed the CISC's IGA, the Joining Party acknowledges that it will only be entitled to Services from Numerica under SOW 01 until the Joining Party has executed the CISC's IGA (unless the CISC agrees otherwise). The Joining Party agrees to work in good faith toward executing the CISC's IGA.

3. Lumen Entitlement. Pursuant to Section 3 of SOW 03, a Member Agency is entitled to a limited number of Subscription Licenses to the Lumen Client Software Services. Please refer to SOW 03 for further details.

a. Indicate the number of FTE certified peace officers here:

b. If the number of FTE certified peace officers is less than 58, a Member Agency is entitled to one Analyst Subscription License.

c. If the number of FTE certified peace officers is equal to or greater than 58, indicate the number and type of Subscription Licenses requested. The total calculated cost of the requested Subscription Licenses cannot exceed \$20 multiplied by the number of FTE certified peace officers; see SOW 03 for details and limitations.

Analyst Subscription Licenses:

Investigative Subscription Licenses:

Dashboard Subscription Licenses:

4. Notice Information.

Contact Person: Division Chief Kim Ferber

Phone Number: 303-795-3849

Email: kferber@littletongov.org

Mailing Address: 2255 W. Berry Ave. Littleton, CO 80120

5. Additional Terms. *If agreed to by Numerica and the CISC, additional terms may be entered here.*

[signature page follows]

*Member Agency Joinder Agreement to the
Services Agreement for a Law Enforcement Data Warehouse*

[signature page]

IN WITNESS WHEREOF, the Parties are executing this Joinder Agreement to signify their acceptance of all the terms and conditions stated above, to be effective as of the Joinder Effective Date, regardless of the date of actual signature.

COLORADO INFORMATION SHARING CONSORTIUM

NUMERICA CORPORATION

By:

Name: David Shipley

Title: Executive Director

By:

Name: Jeff Poore

Title: President

Date:

Date:

[JOINING PARTY]

By:

Name:

Title:

Date:

*Member Agency Joinder Agreement to the
Services Agreement for a Law Enforcement Data Warehouse*

ATTACHMENT D-1

SERVICES AGREEMENT FOR A LAW ENFORCEMENT DATA WAREHOUSE

This roster will be posted to the online agenda packet after the meeting

(This roster is to assist City Council in weighing public opinion on this issue, to assist City Council in conducting the meeting, and generally to promote a fair and orderly hearing.) ****IN ACCORDANCE WITH RULE V(a) OF CITY COUNCIL'S LEGISLATIVE RULES INDIVIDUALS WISHING TO SPEAK ON THIS MATTER WILL BE LIMITED TO 3 MINUTES.**

Tuesday November 15, 2016

SUBJECT: An ordinance on second reading to approve a services agreement and joinder agreement with the Colorado Information Sharing Consortium (CISC) and Numerica for a law enforcement data warehouse.

PLEASE PRINT YOUR NAME AND ADDRESS CLEARLY		Phone and/or email	DO YOU FAVOR THE PROJECT?	
NAME:			YES	NO
ADDRESS:				
NAME:			YES	NO
ADDRESS:				
NAME:			YES	NO
ADDRESS:				
NAME:			YES	NO
ADDRESS:				
NAME:			YES	NO
ADDRESS:				
NAME:			YES	NO
ADDRESS:				
NAME:			YES	NO
ADDRESS:				



Staff Communication

File #: Ordinance 20-2016, **Version:** 2

Agenda Date: 11/15/2016

Subject:

An ordinance on second reading adopting the 2017 fee schedule.

Presented By: Doug Farmen, Finance Director

POLICY QUESTION:

Does city council support adoption of the 2017 fee schedule?

BACKGROUND:

Fees are charged to customers, citizens, and other parties for city services and must be commensurate with the service provided. Usually the fee amount should recapture the cost of providing these services. Staff has been working with council to remove references to specific fee amounts from the city codes and instead review and adopt fees annually. The fee schedule does not encompass all city-wide fees such as emergency medical transportation, and library and museum fines, or license fees such as liquor and medical marijuana.

On October 11, the city council reviewed a 10-year financial projection of the sewer utility fund. The proposed fee increases for the sewer and storm drainage utilities were discussed and are incorporated into the 2017 proposed fund revenues.

STAFF ANALYSIS:

Staff reviewed all of the City of Littleton fees and has only two proposed fee changes: Annual storm drainage fees and annual sewer service charges.

These changes are shown on a separate attachment.

FISCAL IMPACTS:

The fiscal impacts of the 2017 fee schedule are:

- Annual storm drainage fees are proposed to increase by three and two tenths percent (3.2%) for operational and capital needs of the storm drainage system (\$272,800 annually).
- Annual sewer service charges are proposed to increase by two percent (2%) for operational and capital needs of the sewer utility system and the treatment plant (\$24,320 annually).

STAFF RECOMMENDATION:

Approve the 2017 proposed fee schedule ordinance on second reading.

PROPOSED MOTION:

I move to approve the ordinance on second reading adopting the 2017 fee schedule.

1 **CITY OF LITTLETON, COLORADO**

2
3 **ORDINANCE NO. 20**

4
5 **Series, 2016**

6
7 **INTRODUCED BY COUNCILMEMBERS:**

8
9
10 **AN ORDINANCE OF THE CITY OF LITTLETON,**
11 **COLORADO, ADOPTING THE 2017 FEE SCHEDULE**

12
13 **WHEREAS,** the city relies upon fees to provide services to customers and
14 citizens;

15
16 **WHEREAS,** fees associated with the services provided by the city require
17 adjustment from time to time to account for the increase in costs to provide such services; and

18
19 **WHEREAS,** the city council has determined that it is in the best interest of the
20 city to review city-wide fees on an annual basis;

21
22 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF**
23 **THE CITY OF LITTLETON, COLORADO, THAT:**

24
25 **Section 1:** The city hereby adopts the 2017 Schedule of Fees, attached hereto as
26 Exhibit A. The attached 2017 Schedule of Fees supersedes all previous fee schedules adopted by
27 city council and becomes effective January 1, 2017.

28
29 **Section 2:** Severability. If any part, section, subsection, sentence, clause or
30 phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the
31 validity of the remaining sections of this ordinance. The City Council hereby declares that it
32 would have passed this ordinance, including each part, section, subsection, sentence, clause or
33 phrase hereof, irrespective of the fact that one or more parts, sections, subsections, sentences,
34 clauses or phrases may be declared invalid.

35
36 **Section 3:** Repealer. All ordinances or resolutions, or parts thereof, in
37 conflict with this ordinance are hereby repealed, provided that this repealer shall not repeal the
38 repealer clauses of such ordinance nor revive any ordinance thereby.

39
40
41 **INTRODUCED AS A BILL** at a regularly scheduled meeting of the City Council
42 of the City of Littleton on the 1st day of November, 2016, passed on first reading by a vote of 7
43 FOR and 0 AGAINST; and ordered published by posting at Littleton Center, Bemis Library, the
44 Municipal Courthouse and on the City of Littleton Website.

45 **PUBLIC HEARING** on the Ordinance to take place on the 15th day of November,

2016, in the Council Chambers, Littleton Center, 2255 West Berry Avenue, Littleton, Colorado,
at the hour of 6:30 p.m., or as soon thereafter as it may be heard.

PASSED on second and final reading, following public hearing, by a vote of _____ FOR
and _____ AGAINST on the 15th day of November, 2016 and ordered published by posting at
Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

ATTEST:

Wendy Heffner
CITY CLERK

Bruce O. Beckman
MAYOR

APPROVED AS TO FORM:

Kenneth S. Fellman
ACITNG CITY ATTORNEY

City of Littleton

2017 Schedule of Fees

Exhibit A

DEPARTMENT/
FEE DESCRIPTION

FEE

Storm Drainage Fees (annual)

2016 FEES SHOWN IN GREEN

	Singe family detached structures	Multiple family residential structures, commercial, industrial, public properties, churches and schools
Developed	\$32.00/lot or property \$ 31.00	\$266.60/developed acre of impervious surface and \$66.65/acre for grassed landscaped or cultivated surfaces \$ 258.33 \$ 64.58
Subdivided, Undeveloped	\$8.00/undeveloped lot \$ 7.75	\$66.65/undeveloped lot \$ 64.58
Un-subdivided, Undeveloped Vacant and Undisturbed	\$6.67/acre of vacant residential property \$ 6.46	\$6.67/vacant acre \$ 6.46

Sanitary Sewer Service Charges (annual)

2016 FEES SHOWN IN GREEN

Classification A - single-family residential user

Inside city limits	Inside city limits, within a sanitation district	Outside city limits	Outside city limits, Littleton Interceptor
\$ 258.54	\$ 196.22	\$ 235.46	As determined by applicable municipality or quasi-municipal sanitation district
\$ 253.47	\$ 192.37	\$ 230.84	

Classification B - multiple-family residential user

Inside city limits	Inside city limits, within a sanitation district	Outside city limits	Outside city limits, Littleton Interceptor
\$ 219.74	\$ 166.78	\$ 200.13	As determined by applicable municipality or quasi-municipal sanitation district
\$ 215.43	\$ 163.51	\$ 196.21	

Classification C - commercial user

Inside city limits	\$ 4.65	\$104.42
Annual water usage volume x \$4.74 per 1,000 gallons = sewer service charge		(minimum annual charge of \$106.51 per user)
Outside city limits	\$ 2.53	\$125.29
Annual water usage volume x \$2.58 per 1,000 gallons = sewer service charge		(minimum annual charge of \$127.80 per user)

Outside city limits, Littleton Interceptor

As determined by applicable municipality or quasi-municipal sanitation district.

In those instances where the director, in the exercise of his/her discretion, deems the annual water usage not to reasonably reflect the significant industrial user's discharge of wastewater, an agreement may be entered into between the user and the City to establish an adjusted basis upon which the variable for annual water usage shall be used in the formula.

Classification D - significant industrial user

Inside city limits	\$ 4.65	\$104.42
(Annual water usage volume x \$4.74 per 1,000 gallons) + SC = sewer service charge		(minimum annual charge of \$106.51 per user)
Outside city limits	\$ 2.53	\$125.29
(Annual water usage volume x \$2.58 per 1,000 gallons) + SC = sewer service charge		(minimum annual charge of \$127.80 per user)

Outside city limits, Littleton Interceptor

As determined by applicable municipality or quasi-municipal sanitation district.

Where SC is a surcharge to cover the added cost of handling and treating additional oxygen demand and total suspended solid wastes considered as "industrial wastes", calculated according to the following formula:

SC = surcharge (in dollars per year) where:

$$SC + QM \times \$8.85 ((AOD) \times (UCo) + (TSS - 300) \times (UCs)) \quad \$ 8.68$$

City of Littleton

2017 Schedule of Fees

Exhibit A

DEPARTMENT/
FEE DESCRIPTION

FEE

Sanitary Sewer Service Charges (annual)

Continued

2016 FEES SHOWN IN GREEN

The SC formula utilized the following units of measurement:

<u>DOLLARS/YEAR</u>	<u>GALLONS/YEAR</u>	<u>POUNDS/GALLON</u>	<u>MILLIGRAMS PER LITRE</u>	<u>DOLLARS/POUND</u>	<u>MILLIGRAMS PER LITRE</u>	<u>DOLLARS/POUND</u>
(SC) =	QM X	\$ 8.85 X	((AOD) X	(UCo) +	(TSS - 300) X (UCs)	
		\$ 8.68				

The variables and constraints in the formula are as follows:

QM = Annual water usage volume (in million gallons per year);

\$8.85 = Conversion factor (in pounds per gallon); \$ 8.68

AOD = Additional oxygen demand strength index (in milligrams per liter);

NOTE: For use in the SC formula, one must first calculate which parameter, either BOD or COD should be used in the determination of the AOD variable. In order to determine this, the following calculations shall be made:

COD/BOD

COD = chemical oxygen demand strength as measured from discharge samples

BOD = biochemical oxygen demand strength or as measured from discharge samples

If the calculated ratio of COD/BOD is less than 3.0, then AOD = (BOD - 200)

If the calculated ratio of COD/BOD is greater than or equal to 3.0, then AOD = (COD - 500)

Uco = Unit charge for additional oxygen demand (AOD).

Unit charge = \$0.02445 per pound \$ 0.02397

TSS = Total suspended solids strength or as measured from discharge samples

UCs = Unit charge for total suspended solids (TSS)

Unit charge = \$0.0595 per pound \$ 0.05830

Classification E - commercial users not utilizing a municipal water supplyInside city limits

Annual charge of \$106.51 per user. \$ 104.42

Outside city limits

Annual charge of \$127.80 per user. \$ 125.29

City of Littleton

2017 Schedule of Fees

Exhibit A

DEPARTMENT/
FEE DESCRIPTION

FEE

Fire DepartmentLife Safety Division

Permit Application Fee / ALL PERMITS		\$	150.00
Building plan review with inspections (new construction	0-10,000 sq ft	\$	600.00
	Over 10,000 sq ft	\$600.00 + \$.035/sq ft	
		over 10,000 sq ft	
	Over 50,000 sq ft	\$2,000.00 + \$.03/sq ft	
		over 50,000 sq ft	
Tenant Finish or remodel	0-10,000 sq ft	\$250 + \$.035/sq ft	
	Over 10,000 sq ft	\$600.00 + \$.03/sq ft	
		over 10,000 sq ft	
	Over 50,000 sq ft	\$1,800.00 + \$.025/sq ft	
		over 50,000 sq ft	
Fire sprinkler / alarm systems	0-50,000 sq ft	\$200 + \$.025/sq ft	
	Over 50,000 sq ft	\$1,450.00 + \$.02/sq ft	
		over 50,000 sq ft	
Kitchen hood systems		\$	150.00
Parking structures		1/3 new construction fee	
Other plan review (i.e., site, water, LPG, UST, AST)		\$150.00 with inspection	
		\$100.00 w/o inspection	
Hazardous materials inventory plan review		\$200.00 two-year permit	
Misc. Permits		\$	150.00
Re-Inspection fee		\$150.00 (increasing by	
		\$100.00 for additional)	
Re-Issue of permit/plan review comments		\$	25.00
Environmental Assessment		\$100.00 per address	
Hourly rate, review/inspection		\$	80.00
Rush Processing Fee – three working days		\$500.00 additional	
Over the Counter Permit Fees (as time allows)	Fire alarm/sprinkler	\$	150.00
	Tenant finish - less than	\$	200.00
	1,000 sq ft		

Bike Medic/Fire Watch	\$80.00/hour per medic
-----------------------	------------------------

<u>Business - false alarms</u>	
First three alarms	\$ -
Fourth and fifth false alarms	\$100 each
Sixth and more false alarms	Additional \$100.00 per false alarm beyond fifth, to the \$100.00 fee
Communications Center - audio tapes	\$30.00 plus \$25 for rush

City of Littleton

2017 Schedule of Fees

Exhibit A

**DEPARTMENT/
FEE DESCRIPTION****FEE**Police Department

Police reports	\$5 for first 10 pages
(additional \$.25/page for each page over 10; \$25.00 fee to research reports older than 1990)	
Police name check - w/letter	\$ 10.00
Crime lab - photos	\$2.50 - 3x5 each; \$10.00 - 8x10 each
Crime lab - video tapes	\$ 20.00
Crime lab - audio tapes	\$ 20.00
Crime lab - CD/DVD disks	\$ 20.00
Communications Center - audio tapes	\$30.00 plus \$25 for rush
Sex offender - initial registration	\$ 75.00
Sex offender - subsequent registration	\$ 25.00
<u>Fingerprints</u>	
Residents Flat fee	\$ 10.00
Non-Residents Per card	\$ 10.00
Over two cards, per card, residents or non-residents	\$ 10.00
E-Citation Surcharge	\$6.75 surcharge per ticket or citation

Community DevelopmentContractor Licensing

A license	\$ 150.00
B license	\$ 100.00
C License	\$ 75.00
Specialty Contractors	\$ 50.00
Plumbers	\$ 50.00
Fee for lost inspection card	\$ 25.00

Electrical Permit Fees

Residential: This fee includes construction of or remodeling of addition to: single-family home, condominium and townhouse. For service change use "ALL OTHER FEES"

Not more than 1,000 sq. ft.	\$ 50.00
Over 1,000 sq. ft. and not more than 1,500 sq. ft.	\$ 55.00
Over 1,500 sq. ft. and not more than 2,000 sq. ft.	\$ 85.00
Per 100 sq. ft. over 2,000 sq. ft.	\$ 5.00

ALL OTHER FEES: excluding residential above, shall be computed on the dollar value of the electrical installation, including time and materials, or whether they are provided by the contractor or the property owner.

Such fees shall be computed as follows:

Not more than \$350.00	\$ 50.00
\$350.00 - \$2,500	\$ 55.00
\$2,501 - \$50,000	\$22.00 per thousand \$ or fraction thereof
\$50,001 - \$500,000.00	\$21.00 per thousand \$ or fraction thereof + \$50.00
\$500,001.00 and above	\$20.00 per thousand \$ or fraction thereof + \$50.00
Mobile Home	\$ 50.00
Re-Inspection Fee	\$ 55.00
Extra Inspections	\$ 55.00
Construction Meter	\$ 50.00

City of Littleton

2017 Schedule of Fees

Exhibit A

DEPARTMENT/
FEE DESCRIPTION

FEE

Annexation

Initial Zoning/Rezoning/PD Plan/PD Plan amendments/PDO/PDO Amendments	\$500 for 1st sheet plus \$100 for additional sheet (<1 ac); \$750 for 1st sheet plus \$100 for each additional sheet (1 ac<10ac); \$1,000 for 1st sheet plus \$100 for each additional sheet (10 ac<20 ac); \$1,500 for 1st sheet plus \$100 for each additional sheet (20 ac plus)
Conditional Use	Accessory to single family use: \$200 All others: \$750 for 1st sheet of SDP or sketch plan plus \$100 for each additional
Major Subdivisions	<u>Preliminary Plat:</u> \$500 for 1st sheet plus \$100 for additional sheet (<1 ac); \$750 for 1st sheet plus \$100 for each additional sheet (1 ac<10ac); \$1,000 for 1st sheet plus \$100 for each additional sheet (10 ac<20 ac); \$1,500 for 1st sheet plus \$100 for each additional sheet (20 ac plus) Final Plat: same amount as Major Subdivision preliminary plat
Minor Subdivisions	<u>Preliminary Plat:</u> \$375 for 1st sheet plus \$100 for additional sheet (<1 ac); \$562.50 for 1st sheet plus \$100 for each additional sheet (1 ac<10ac); \$750 for 1st sheet plus \$100 for each additional sheet (10 ac<20 ac); \$1,125 for 1st sheet plus \$100 for each additional sheet (20 ac plus) Final Plat: same amount as Major Subdivision Final Plat
Subdivision Exemption	\$750 for 1st sheet plus \$100 for each additional sheet
SDP (includes administrative PD plan amendments and administrative PDO amendments processed concurrently with SDP)	Conceptual SDP (<10 ac): \$100 for 1st sheet plus \$50 for each additional sheet; Final SDP (<10 ac): \$750 for 1st sheet plus \$100 for each additional sheet; Conceptual SDP (10 ac plus): \$200 for 1st sheet plus \$50 for each additional sheet; Final SDP (10 ac plus): \$1,000 for 1st sheet plus \$100 for each additional sheet
Floodplain Management Regulations	Special Exception Permit: \$750 Variance: \$750
Zoning Letter	\$50 for standard letter \$50 per staff hour (or any portion thereof) for customized letter
Record Research	Less than one hour: no fee; one hour or greater, \$25/hour (or any portion thereof)
Temporary Use Permit	\$ 100.00
Amplified Sound Permit	\$ -
Home Occupation Permit	\$ 25.00
Board of Adjustment	Appeal: \$50 Variance: \$100 Minor Variance: \$25
Vested Rights Permit	\$ 750.00

Note: Fees are based on three rounds of staff review. If a fourth round of review is needed, the applicant will be charged an additional fee equal to 50% of the initial review fees. The applicant will be charged an additional fee equal to 25% of the initial review fees for every review thereafter.

City of Littleton

2017 Schedule of Fees

Exhibit A

DEPARTMENT/
FEE DESCRIPTION

FEE

Plan Check Fee	65% of permit fee
<u>Plan Review</u>	
(expedited plan reviews when requested by architect, owner, or builder shall be double the normal plan review fee)	
Investigation (work without a permit)	Double the permit fee
Inspection (normal business hours)	\$50/hour
Inspection (outside normal business hours)	\$100 minimum paid in advance (\$50/hour after two hours)
Re-inspection	\$ 50.00
Subsequent permits after the Master Plans have been reviewed, in single-family detached residential projects	\$ 250.00
Neighborhood Parking Permit	\$ -
Rental property annual license	\$10.00 per property
<u>Rental Housing Inspection fees</u>	
Initial inspection	\$ -
Re-inspection	\$ -
Second re-inspection	\$100.00 per unit inspected
Third re-inspection	Summons to municipal court

Building Permits

TOTAL VALUATION

\$1 - \$500.00	\$ 25.85
\$501 - \$2,000.00	\$25.85 for the first \$500 plus \$3.35 for each additional \$100 or fraction thereof, to and including \$2,000.00
\$2,001 - \$25,000.00	\$76.17 for the first \$2,000 plus \$15.40 for each additional \$1,000 or fraction thereof, to and including \$25,000.00
\$25,001 - \$50,000.00	\$430.37 for the first \$25,000 plus \$11.11 for each additional \$1,000 or fraction thereof, to and including \$50,000.00
\$50,001 - \$100,000.00	\$708.12 for the first \$50,000 plus \$7.70 for each additional \$1,000 or fraction thereof, to and including \$100,000.00
\$100,001 - \$500,000.00	\$1,093.12 for the first \$100,000 plus \$6.16 for each additional \$1,000 or fraction thereof, to and including \$500,000.00
\$500,001 - \$1,000,000.00	\$3,557.12 for the first \$500,000 plus \$5.23 for each additional \$1,000 or fraction thereof, to and including \$1,000,000.00
Greater than \$1,000,000.00	\$6,172.12 for the first \$1,000,000 plus \$4.02 for each additional \$1,000 or fraction thereof

Note: There are fee exemptions listed in the city code 4-1-5C for residential solar, geothermal, wind generators and photovoltaic permits.

City of Littleton

2017 Schedule of Fees

Exhibit A

DEPARTMENT/
FEE DESCRIPTION

FEE

Outdoor merchandise display

No Fee

BUILDING VALUATION DATA

The unit costs are intended to comply with the definition of "valuation" in the adopted codes and thus include the architectural, structural, electrical, plumbing and mechanical work. The unit costs also include the contractor's profit, which should not be omitted. Below is a partial list of occupancies and types of construction. The Building Official shall have the final determination on the type of construction, occupancy, and unit cost.

*Unit Costs per Square Foot

Occupancy Group	1A	1B	II A	II B	III A	III B	IV	V A	V B
A-1 Assembly, theaters w/ stage	\$ 211.15	\$ 203.98	\$ 198.05	\$ 190.05	\$ 178.30	\$ 173.30	\$ 183.31	\$ 162.97	\$ 156.05
A-1 Assembly theaters w/o stage	\$ 193.16	\$ 185.99	\$ 180.74	\$ 172.03	\$ 160.31	\$ 155.36	\$ 165.32	\$ 145.04	\$ 138.12
A-2 Assembly - nightclubs	\$ 163.22	\$ 158.56	\$ 154.17	\$ 148.00	\$ 138.96	\$ 135.24	\$ 142.52	\$ 126.06	\$ 121.36
A-2 Assembly, restaurants, bars	\$ 162.22	\$ 157.56	\$ 152.17	\$ 147.00	\$ 136.98	\$ 134.24	\$ 141.52	\$ 124.06	\$ 120.36
A-3 Assembly - churches	\$ 195.10	\$ 187.93	\$ 182.66	\$ 174.00	\$ 162.21	\$ 157.26	\$ 167.26	\$ 146.94	\$ 140.00
A-3 Assemblies -- community halls, museums, libraries	\$ 163.81	\$ 156.64	\$ 150.39	\$ 142.71	\$ 129.91	\$ 125.96	\$ 135.97	\$ 114.63	\$ 108.71
A-4 Assembly- arenas	\$ 192.16	\$ 185.00	\$ 178.74	\$ 171.06	\$ 158.31	\$ 154.36	\$ 164.32	\$ 143.04	\$ 137.12
B- Business	\$ 164.76	\$ 156.78	\$ 153.49	\$ 145.97	\$ 132.45	\$ 127.63	\$ 139.92	\$ 116.43	\$ 110.93
E - Education	\$ 176.97	\$ 170.85	\$ 165.64	\$ 158.05	\$ 146.37	\$ 139.00	\$ 152.61	\$ 127.91	\$ 123.09
F-1 Factory & industrial -- moderate hazard	\$ 97.87	\$ 93.28	\$ 87.66	\$ 84.46	\$ 75.44	\$ 72.26	\$ 80.79	\$ 62.17	\$ 58.48
F-2 Factory & industrial -- low hazard	\$ 96.87	\$ 92.28	\$ 87.66	\$ 83.46	\$ 75.44	\$ 71.26	\$ 79.79	\$ 62.17	\$ 58.48
H-1 High Hazard - explosive	\$ 91.74	\$ 87.15	\$ 82.53	\$ 78.33	\$ 70.50	\$ 66.31	\$ 74.66	\$ 57.22	NP
H 2, 3, 4 High Hazard	\$ 91.74	\$ 87.16	\$ 82.53	\$ 78.33	\$ 70.50	\$ 66.31	\$ 74.66	\$ 57.22	NP
H-5 HPM	\$ 164.76	\$ 156.78	\$ 153.49	\$ 145.97	\$ 132.45	\$ 127.63	\$ 139.92	\$ 116.43	\$ 110.93
I-1 Institutional, supervised environment	\$ 164.82	\$ 159.04	\$ 154.60	\$ 147.90	\$ 135.84	\$ 132.25	\$ 144.15	\$ 121.88	\$ 117.55
I-2 Institutional --Hospitals, nursing homes	\$ 277.07	\$ 271.09	\$ 265.80	\$ 258.26	\$ 243.90	NP	\$ 252.23	\$ 227.88	NP
I-3 Institutional -- restrained	\$ 187.72	\$ 181.73	\$ 176.45	\$ 169.00	\$ 156.44	\$ 150.82	\$ 162.87	\$ 140.63	\$ 133.13
I-4 Institutional -- day care facilities	\$ 164.82	\$ 159.04	\$ 154.60	\$ 147.90	\$ 135.84	\$ 132.25	\$ 144.15	\$ 121.88	\$ 117.55
M Mercantile	\$ 121.57	\$ 116.92	\$ 111.53	\$ 106.36	\$ 96.96	\$ 94.25	\$ 100.88	\$ 84.07	\$ 80.36
R-1 Residential - hotels	\$ 166.21	\$ 160.43	\$ 156.00	\$ 149.29	\$ 137.39	\$ 133.80	\$ 145.70	\$ 123.43	\$ 119.10
R-2 Residential - multifamily	\$ 139.39	\$ 133.61	\$ 129.17	\$ 122.47	\$ 111.23	\$ 107.64	\$ 119.84	\$ 97.27	\$ 92.94
R-3 Residential -- one and two family	\$ 131.18	\$ 127.60	\$ 124.36	\$ 121.27	\$ 116.43	\$ 113.53	\$ 117.42	\$ 108.79	\$ 102.00
R-4 Residential -- assisted living	\$ 164.82	\$ 159.04	\$ 154.60	\$ 147.90	\$ 135.84	\$ 132.25	\$ 144.15	\$ 121.88	\$ 117.55
S-1 Storage -- moderate hazard	\$ 90.74	\$ 86.15	\$ 80.53	\$ 77.33	\$ 68.49	\$ 60.31	\$ 73.66	\$ 55.22	\$ 51.53
S-2 Storage -- low hazard	\$ 89.74	\$ 85.15	\$ 80.53	\$ 76.33	\$ 68.49	\$ 64.31	\$ 72.66	\$ 55.22	\$ 50.53
U Utility, miscellaneous	\$ 71.03	\$ 67.00	\$ 62.71	\$ 59.30	\$ 52.86	\$ 49.43	\$ 56.33	\$ 41.00	\$ 39.06

City of Littleton

2017 Schedule of Fees

Exhibit A

DEPARTMENT/
FEE DESCRIPTION
Public Works

FEE

Permit fee calculation formulas for excavation in the public right-of-way

Construction Type	Units - Only includes portion in R.O.W. (l.f. = linear feet)	Fee Calculation Formula - number shown below
Asphalt	l.f.	1
Bore - bore pits	# of bore pits	4
Bore - horizontal	l.f.	1
Bore - vertical	l.f.	4
Concrete - apron	l.f.	1
Concrete - chase section	l.f.	1
Concrete - curb and gutter only	l.f.	1
Concrete - curb cut	l.f.	1
Concrete - monolithic curb, gutter and walk	l.f.	1
Concrete - pan	l.f.	1
Concrete - pavement	l.f.	1
Concrete - sidewalk only	l.f.	1
Concrete - valley gutter	l.f.	1
Concrete - wheelchair ramp	l.f.	1
Monitoring well	# wells	2
Other (if none of these categories apply)		6
Pothole for utility locates or pavement design	# potholes	3
Traffic control plan review only - no digging		5
Unpaved	l.f.	1

Total permit fee = sum of all the above applicable fees for the job

Formula

- | | |
|---|---|
| 1 | If longest dimension is less than or equal to 4 l.f., fee = \$5.00 + \$100.00
If longest dimension is greater than 4 l.f., fee = \$10.00 per 200 l.f. or fraction thereof + \$100.00
[longest dimension divided by 200 x \$10.00, raised to the next higher multiple of \$10.00] + \$100.00 |
| 2 | [number of monitoring wells x \$5.00] + \$100.00 = fee |
| 3 | [number of potholes x \$5.00] + \$100.00 = fee |
| 4 | [number of vertical bores or bore pits x \$5.00] + \$100.00 = fee |
| 5 | No fee |
| 6 | Calculated on a case-by-case basis. |

Tree contractor (arborist) license - one year	\$	25.00
Tree sales		\$30.00-\$60.00
<u>Pea Patch</u>		
Per garden	\$	25.00
Up to five boxed gardens	\$	10.00
Storm Drainage Criteria Manual by Engineering & Utilities	\$	40.00
<u>Engineering Printing</u>		
24 x 36 black/white print		\$2.50 each
24 x 36 color print		\$5.00 each
36 x 36 black/white print		\$6.00 each
36 x 36 color (zoning) map		\$6.00 each
72 x 72 city address map black/white one-day notice required		\$26.00 each
72 x 72 city address map color one-day notice required		\$40.00 each

City of Littleton

2017 Schedule of Fees

Exhibit A

DEPARTMENT/
FEE DESCRIPTION

FEE

Storm Drainage Fees (annual)

	Singe family detached structures	Multiple family residential structures, commercial, industrial, public properties, churches and schools
Developed	\$32.00/lot or property	\$266.60/developed acre of impervious surface and \$66.65/acre for grassed landscaped or cultivated surfaces
Subdivided, Undeveloped	\$8.00/undeveloped lot	\$66.65/undeveloped lot
Un-subdivided, Undeveloped Vacant and Undisturbed	\$6.67/acre of vacant residential property	\$6.67/vacant acre

Sanitary Sewer Service Charges (annual)**Classification A - single-family residential user**

<u>Inside city limits</u>	<u>Inside city limits, within a sanitation district</u>	<u>Outside city limits</u>	<u>Outside city limits, Littleton Interceptor</u>
\$ 258.54	\$ 196.22	\$ 235.46	As determined by applicable municipality or quasi-municipal sanitation district

Classification B - multiple-family residential user

<u>Inside city limits</u>	<u>Inside city limits, within a sanitation district</u>	<u>Outside city limits</u>	<u>Outside city limits, Littleton Interceptor</u>
\$ 219.74	\$ 166.78	\$ 200.13	As determined by applicable municipality or quasi-municipal sanitation district

Classification C - commercial userInside city limits

Annual water usage volume x \$4.74 per 1,000 gallons = sewer service charge (minimum annual charge of \$106.51 per user)

Outside city limits

Annual water usage volume x \$2.58 per 1,000 gallons = sewer service charge (minimum annual charge of \$127.80 per user)

Outside city limits, Littleton Interceptor

As determined by applicable municipality or quasi-municipal sanitation district.

In those instances where the director, in the exercise of his/her discretion, deems the annual water usage not to reasonably reflect the significant industrial user's discharge of wastewater, an agreement may be entered into between the user and the City to establish an adjusted basis upon which the variable for annual water usage shall be used in the formula.

Classification D - significant industrial userInside city limits

(Annual water usage volume x \$4.74 per 1,000 gallons) + SC = sewer service charge (minimum annual charge of \$106.51 per user)

Outside city limits

(Annual water usage volume x \$2.58 per 1,000 gallons) + SC = sewer service charge (minimum annual charge of \$127.80 per user)

Outside city limits, Littleton Interceptor

As determined by applicable municipality or quasi-municipal sanitation district.

Where SC is a surcharge to cover the added cost of handling and treating additional oxygen demand and total suspended solid wastes considered as "industrial wastes", calculated according to the following formula:

SC = surcharge (in dollars per year) where:

$$SC = QM \times \$8.85 ((AOD) \times (UCo) + (TSS - 300) \times (UCs))$$

City of Littleton

2017 Schedule of Fees

Exhibit A

**DEPARTMENT/
FEE DESCRIPTION**

FEE

Sanitary Sewer Service Charges (annual) Continued

The SC formula utilized the following units of measurement:

<u>DOLLARS/YEAR</u>		<u>GALLONS/YEAR</u>	<u>POUNDS/GALLON</u>	<u>MILLIGRAMS PER LITRE</u>	<u>DOLLARS/POUND</u>	<u>MILLIGRAMS PER LITRE</u>	<u>DOLLARS/POUND</u>
(SC) =		QM X	\$ 8.85 X	((AOD) X	(UCo) +	(TSS - 300) X (UCs)	

The variables and constraints in the formula are as follows:

QM = Annual water usage volume (in million gallons per year);

\$8.85 = Conversion factor (in pounds per gallon);

AOD = Additional oxygen demand strength index (in milligrams per liter);

NOTE: For use in the SC formula, one must first calculate which parameter, either BOD or COD should be used in the determination of the AOD variable. In order to determine this, the following calculations shall be made:

COD/BOD

COD = chemical oxygen demand strength as measured from discharge samples

BOD = biochemical oxygen demand strength or as measured from discharge samples

If the calculated ratio of COD/BOD is less than 3.0, then AOD = (BOD - 200)

If the calculated ratio of COD/BOD is greater than or equal to 3.0, then AOD = (COD - 500)

Uco = Unit charge for additional oxygen demand (AOD).

Unit charge = \$0.02445 per pound

TSS = Total suspended solids strength or as measured from discharge samples

UCs = Unit charge for total suspended solids (TSS)

Unit charge = \$0.0595 per pound

Classification E - commercial users not utilizing a municipal water supply

Inside city limits

Annual charge of \$106.51 per user.

Outside city limits

Annual charge of \$127.80 per user.

City of Littleton

2017 Schedule of Fees

Exhibit A

DEPARTMENT/**FEE DESCRIPTION****FEE****City Clerk****Open Records Request Fees**

Staff time for research/retrieval is \$30.00 per hour with the first hour free of charge.

Copies (hard copies) are \$.25 per 8.5"x11" page in black/white; \$1.00 per 8.5"x11" color.

Actual costs are determined for specialty sizes and larger sizes.

Document certification by clerk's office = \$2.00 charge (extra).

Duplication of audio/video files to disk = \$5.00 per media type.

Finance Department

Insufficient funds for checks/credit cards

\$

35.00

Sewer/Storm Utility account transfer fee

\$

18.00

Municipal Court

Defensive driving class fee

\$

30.00

Defensive driving class missed class/re-schedule fee

\$

15.00

-this fee covers direct cost of instructors and supplies

Bond handling fee (court)

\$

10.00

This roster will be posted to the online agenda packet after the meeting

(This roster is to assist City Council in weighing public opinion on this issue, to assist City Council in conducting the meeting, and generally to promote a fair and orderly hearing.) ****IN ACCORDANCE WITH RULE V(a) OF CITY COUNCIL'S LEGISLATIVE RULES INDIVIDUALS WISHING TO SPEAK ON THIS MATTER WILL BE LIMITED TO 3 MINUTES.**

Tuesday November 15, 2016

SUBJECT: An ordinance on second reading adopting the 2017 fee schedule

PLEASE PRINT YOUR NAME AND ADDRESS CLEARLY		Phone and/or email	DO YOU FAVOR THE PROJECT?	
NAME:			YES	NO
ADDRESS:				
NAME:			YES	NO
ADDRESS:				
NAME:			YES	NO
ADDRESS:				
NAME:			YES	NO
ADDRESS:				
NAME:			YES	NO
ADDRESS:				
NAME:			YES	NO
ADDRESS:				
NAME:			YES	NO
ADDRESS:				
NAME:			YES	NO
ADDRESS:				



Staff Communication

File #: Ordinance 26-2016, **Version:** 2

Agenda Date: 11/15/2016

Subject:

An ordinance on second reading granting a temporary easement to Civil and Environmental Engineering Department Colorado State University for a streambed study in South Platte Park

Presented By: Mark Relph, Public Works and Utilities Director

POLICY QUESTION:

Does city council support granting a temporary construction easement to Colorado State University's (CSU) Civil and Environmental Engineering Department for a streambed study in South Platte Park?

BACKGROUND:

The City of Littleton owns the SPP property, located north of C-470 and along the South Platte River. Parcels of land were acquired beginning in the 1970's to preserve the natural floodplain. Parts of the streambed were recently stabilized through a joint effort of the City of Littleton, South Suburban Parks and Recreation (SSPR), Arapahoe County, and Urban Drainage & Flood Control District.

Centennial Water & Sanitation District (Centennial W & S) owns and operates municipal water supply wells adjacent to the east boundary of the park between West Mineral Avenue and C-470. When Centennial W & S pumps water from its wells, the impact of groundwater drawdown on adjacent park trees, or flow in the river are not well known. Centennial W & S has been working with CSU's Civil and Environmental Engineering Department to develop the scope of a study to better determine effects of shallow groundwater pumping not only in Littleton, but throughout the lower South Platte River basin. CSU has determined the portion of South Platte Park adjacent to Centennial W & S wells is an ideal site for such a study due to available river flow gauges data, Chatfield Reservoir outlet control, and Centennial W & S pumping schedules.

Centennial W & S has asked the City of Littleton to grant a temporary construction easement to CSU, who will drill temporary monitoring wells in SPP for the study.

STAFF ANALYSIS:

CSU proposes to drill five, temporary small diameter (4") and shallow wells ranging in depth from 3 to 20 feet. The location in SPP is on the east and west banks of the river, south of West Mineral Avenue and north of C-470 as shown on Exhibit A. The wells will be equipped with water depth monitoring devices. CSU will also use temporary devices to measure stream flow in the river and adjacent to the monitoring wells.

The duration of the study and the easement will be about six months. Upon completion of the study, the temporary wells will be removed in accordance with State requirements. Well drilling will be completed by small equipment to minimize disruption to the environment. Disturbed vegetation will be replanted.

South Suburban Park & Recreation District (SSPR) manages SPP under an intergovernmental agreement with the City of Littleton. SSPR staff reviewed the streambed study request and support it. SSPR granted a Temporary Access Permit to CSU to conduct the study.

Public use of the park should not be negatively affected by the study. The study area will remain open to public use at all times. Temporary wells will be installed, marked and locked to prevent tampering. The study will be conducted during the season of low river flows over the next six months, when public use of the river is less than during the summer.

The results of the study will be shared with the city and SSPR.

FISCAL IMPACTS:

Granting the easement by the city is proposed at no cost to CSU or Centennial W & S. The study is being funded by a \$50,000 grant from the Colorado Water Conservation Board and a \$50,000 contribution from Water and Environmental Systems Technology, Inc.

STAFF RECOMMENDATION:

Staff recommends the city grant the easement.

PROPOSED MOTION:

I move to approve the ordinance on second reading granting a temporary construction easement to Colorado State University's Civil and Environmental Engineering Department for a streambed study in South Platte Park.

1 **CITY OF LITTLETON, COLORADO**

2
3 **ORDINANCE NO. 26**

4
5 **Series, 2016**

6
7 **INTRODUCED BY COUNCILMEMBERS:**

8
9 **AN ORDINANCE OF THE CITY OF LITTLETON,**
10 **COLORADO, GRANTING AN EASEMENT TO CIVIL AND**
11 **ENVIRONMENTAL ENGINEERING DEPARTMENT**
12 **COLORADO STATE UNIVERSITY**

13
14 **WHEREAS,** The South Platte Park is natural open space property owned by the
15 City of Littleton;

16
17 **WHEREAS,** The Civil and Environmental Engineering Department, Colorado
18 State University has submitted a proposal to study impacts of municipal water well pumping by
19 Centennial Water and Sanitation District upon stream flow in the South Platte River;

20
21 **WHEREAS,** The South Platte Park, with its natural streambed and undeveloped
22 floodplain conditions, is considered an ideal site for such a study, the results of which can be
23 utilized throughout the lower South Platte River basin; and

24
25 **WHEREAS,** pursuant to Section 60 of the Littleton City Charter, city owned
26 property may be conveyed by an ordinance adopted in regular procedure.

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

30
31 **Section 1:** The City of Littleton, Colorado does hereby approve granting an
32 easement to Arapahoe County, upon the South Platte Park property, as described in Exhibit "A",
33 attached hereto.

34
35 **Section 2:** Severability. If any part, section, subsection, sentence, clause or
36 phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the
37 validity of the remaining sections of this ordinance. The City Council hereby declares that it
38 would have passed this ordinance, including each part, section, subsection, sentence, clause or
39 phrase hereof, irrespective of the fact that one or more parts, sections, subsections, sentences,
40 clauses or phrases may be declared invalid.

41
42 **Section 3:** Repealer. All ordinances or resolutions, or parts thereof, in
43 conflict with this ordinance are hereby repealed, provided that this repealer shall not repeal the
44 repealer clauses of such ordinance nor revive any ordinance thereby.

1 INTRODUCED AS A BILL at a regularly scheduled meeting of the City Council
2 of the City of Littleton on the 1st day of November, 2016, passed on first reading by a vote of 7
3 FOR and 0 AGAINST; and ordered published by posting at Littleton Center, Bemis Library, the
4 Municipal Courthouse and on the City of Littleton Website.

5 PUBLIC HEARING on the Ordinance to take place on the 15th day of November,
6 2016, in the Council Chambers, Littleton Center, 2255 West Berry Avenue, Littleton, Colorado,
7 at the hour of 6:30 p.m., or as soon thereafter as it may be heard.

8 PASSED on second and final reading, following public hearing, by a vote of _____FOR
9 and _____ AGAINST on the 15th day of November, 2016 and ordered published by posting at
10 Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

11 ATTEST:

12 _____
13 Wendy Heffner
14 CITY CLERK

Bruce O. Beckman
MAYOR

15
16 APPROVED AS TO FORM:
17

18 _____
19 Kenneth S. Fellman
20 ACTING CITY ATTORNEY

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT the City of Littleton, Grantors, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Grantors, do, for themselves and on behalf of their heirs, successors and assigns, hereby grant and convey to the Civil and Environmental Engineering Department of Colorado State University (Contact is Dr. Ryan Bailey, 970-491-5045) , the Grantee, its successors and assigns, a temporary right of entry and construction easement on that property described and depicted as the Study Area in Exhibit "A", which is attached hereto and incorporated herein by this reference, together with the right of entry to and from the Study Area to and from the access points of South Santa Fe Blvd (on the East) and South Platte Canyon Blvd (on the West) (hereinafter the "Easement Premises"), upon which to construct, operate, remove, and repair facilities across, on, under and through the Easement Premises, said Easement Premises lying and being in the City of Littleton, County of Arapahoe, State of Colorado.

Grantors hereby covenant and agree that they have good title to the Easement Premises; that they have good and lawful right to grant this easement and that they will warrant and defend title and quiet possession thereof against the claims of all persons whomsoever.

Grantors further covenant to and with Grantee that the Grantee's officers, agents or employees may at any or all times when necessary or convenient to do so, go over and upon said Easement Premises, and do and perform any and all acts necessary and convenient to the carrying into effect of the purposes for which this grant is made.

Grantors further agree that they shall not, in any manner, interfere with the above stated objects, nor disturb, injure or molest the construction site or any activities thereon.

Grantee agrees to restore the Easement Premises, as reasonably as possible, to the

condition it was in immediately prior to any access undertaken herein, should such restoration be necessary.

The temporary easement and right of entry herein granted shall commence on the date when notified in writing by the City of the start of construction. The activities contemplated by the City and permitted by this document will be initiated as soon after execution of this document as possible. The temporary easement and right of entry herein granted shall expire six (6) months after the date of notification by the City of the start of construction.

SIGNED this _____ day of _____, 20____.

GRANTOR

Printed name: _____

Title: _____

ATTEST:

COUNTY OF ARAPAHOE)
)ss.
STATE OF COLORADO)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ [name] as _____ [title] of _____ [entity name].

My Commission Expires:

Notary Public

Exhibit A
Overview of Data Collection Methodology and Equipment:
Streambed-Pumping Study

Dr. Ryan Bailey, Luke Flores

Civil and Environmental Engineering, Colorado State University

Dr. Catherine Kraeger-Rovey

Water & Environmental Systems Technology, Inc.

1. Purpose of Project

The project sponsors propose a new study to determine the effect of groundwater pumping on the South Platte River and particularly to examine the function, and even the existence, of a low-permeability stream bed layer in a stream. Issues revolving around the science of groundwater resources are of critical importance in the semi-arid American West and we wish to conduct a study on the river to provide insight into the field. The results of the study will be presented as at least a case study in an academic journal as well as be used as a practical application in groundwater engineering courses taught at Colorado State University. The City of Littleton's South Platte Park provides an ideal venue for the study, as there are four high capacity pumping wells (operated by Centennial Water & Sanitation) within a few hundred feet of the river. The study will be conducted from September 2016 to April 2017 by Dr. Ryan Bailey and Luke Flores from Colorado State University as well as having the technical and financial assistance of Dr. Catherine Kraeger-Rovey of Water & Environmental Systems Technology, Inc. The results of the study will serve as the basis of Mr. Flores' Master's thesis. The project is funded through both a 1-year \$50,000 grant from the Colorado Water Conservation Board and a \$50,000 funding contribution by Dr. Kraeger-Rovey.

2. Study Area

The study area is the South Platte River corridor between the C-470 and W. Mineral Ave. crossings (Figure 1) in the city of Littleton's South Suburban Park. The equipment and instruments needed for the study are five nested monitoring well sites that includes 11 monitoring wells and data loggers to measure groundwater levels in the aquifer, two acoustic Doppler current profilers (ADCP) to measure flow rates in the river (one upstream and one downstream), and a staff gage to measure water levels in the river at the river bank.



Figure 1. Map of study area, showing location of 4 pumping wells and the location of streamflow measurements.

3. Measuring Streamflow in the South Platte River

Streamflow in the South Platte River will be measured upstream and downstream of the pumped area, to determine how much river water seeps into the aquifer, or how much water is gained by the river from the aquifer, pending the results of the study. Measuring streamflow will be performed using two ADCPs, which uses sonar to measure water velocity. CSU already owns the ACPS. One will be positioned at the upstream end, and the other at the downstream end (see blue dots in Figure 1). The ADCP is placed inside a small boat and pulled slowly across the cross section of the river using a rope and pulley system (tied to T-posts hammered into the bank on either side of the river) to get velocity readings. See the figures below.



Figure 2. Acoustic Doppler Current Profiler used to measure streamflow in a river.

4. Monitoring Wells

4.1 Locations

Monitoring wells will be installed to measure the drawdown of the water table created by the 4 high-capacity pumping wells. The water levels in the wells will also be compared to the water level in the river from the data provided from the staff gage. The proposed locations of the monitoring wells are shown in Figure 3. A list of the site:

- Two sites (A, B) on the bank of the river that will be installed using a Geoprobe 7822DT.
- Two sites (C, D) at the mid-point between the pumping wells and river
- One site (E) on the opposite side of the river, to determine if the groundwater on the west side is affected by the pumping

For sites A and B three nested monitoring wells of differing depths (3, 6, and 12 ft.) will be installed. Sites C and D, two nested monitoring wells at approximately 12 and 20 ft.

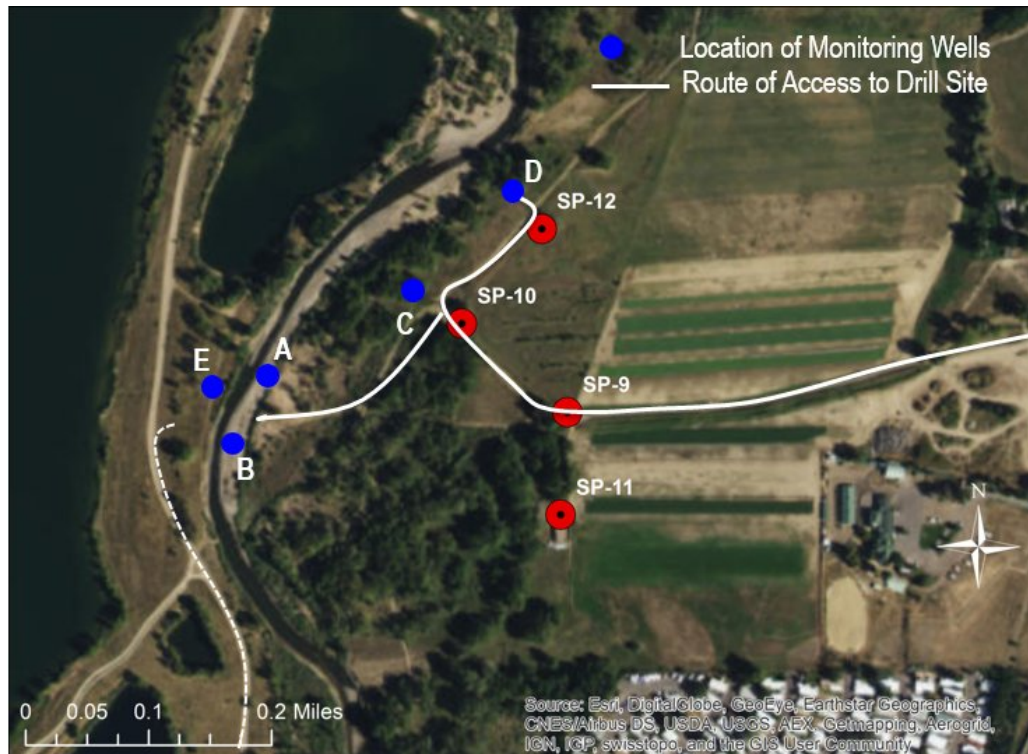


Figure 3. Location of Monitoring Wells

4.2 Design and Installation

The general design of each monitoring well is shown at the end of the proposal, according to standards imposed by the Division of Water Resources (CCR 402-2: *Rules and Regulations for Water Well Construction, Pump Installation, Cistern Installation, and Monitoring and Observation Well Construction*). 2-inch schedule 40 PVC will be used. A sand filter pack will be

placed around the perforated PVC pipe in the lower section of the borehole, overlain by bentonite and a small surface concrete seal. The top of the well will be level with the ground surface. There will be a lock on the cap.

The monitoring wells at locations A and B will be installed using a 4" hollow-stem auger with a Geoprobe 7822DT. The rig weighs approximately 8000 lb. and rides on a track rig to minimize disturbances to the park landscape. See Figure 4. As stated above, locations A and B will have a nest of wells drilled at depths of 3, 6, and 12 ft. Location E will also be drilled with the Geoprobe 7822DT but only to a depth of 6 ft.

The monitoring wells at locations C and D will be installed using a 4" hollow-stem auger and rubber wheeled drill rig operated by Drilling Engineering, Inc. (see Figure 5). These wells will be drilled to a depth of 12 ft. and 20 ft. The access route to these three locations is shown in Figure 3 above. Driving on grass will be kept to a minimum. There may be slight damage to the grass due to the weight of the drill rig.

The exact dates of installation of the monitoring wells will be closely coordinated with the city of Littleton and the South Suburban Parks and Recreation District and designed to minimize disruptions to the park and the impact upon the local environment.

Any nearby underground pipes and cables will be located and marked using the Colorado 811 locator service. CSU accepts responsibility for this process and any damage that might occur. Permitting for each well will be accomplished using the Monitoring/ Observation Water Well Permit Application (Form GWS-46).



Figure 4. Geoprobe 7822DT



Figure 5. Drilling Engineering, Inc. Drill Rig

4.3 Measuring Water Levels

Water table levels will be measured at 15-minute intervals using HOBO Onset Data Loggers (left in Figure 6), with one data logger for each well. The data logger will be placed near the bottom of each monitoring well. For data download, the data logger is removed from the well and connected to a laptop using an optic USB base station (right in Figure 6). The pumping tests are planned to be performed during winter low-flow conditions in the South Platte River beginning as soon as October or early November and proceeding through late February or early March. There will be several pumping tests performed during this period to ensure accurate and reliable results. Vehicles will not be necessary to obtain data after initial installation.



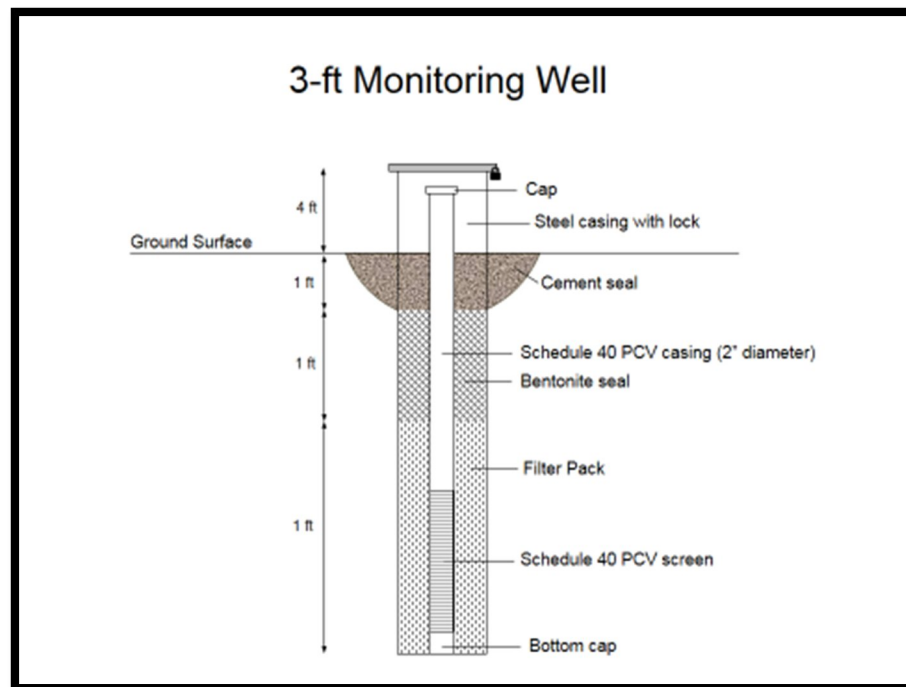
Figure 6. Left: HOBO Water level data logger (Part #U20L-01) Right: Optic USB Base Station to connect the data logger to a laptop for downloading water level data.

4.4 Removal

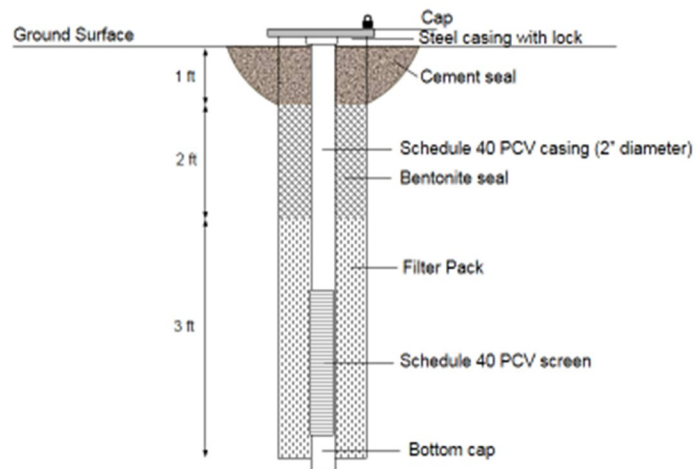
Once the necessary data are collected for the study, the wells will be abandoned in accordance with state regulations (*GWS-09: Well Abandonment Form*). The top 2-3 feet of each monitoring well will be removed and then capped and then buried again with dirt. A vehicle or rig will not be necessary to remove the wells. The removal of the top part of each well and subsequent burial ensures that each well casing will never be unearthed through a natural process or influence the park in any meaningful way. Dr. Bailey and Luke Flores can also be responsible for planting new vegetation atop the dirt.

All results and subsequent articles, papers, and theses will be shared with the city of Littleton and South Suburban Parks and the Recreation District. We are very grateful for the cooperation of the entire city for allowing us to conduct our study in South Suburban Park and look forward to working with them throughout the entire process.

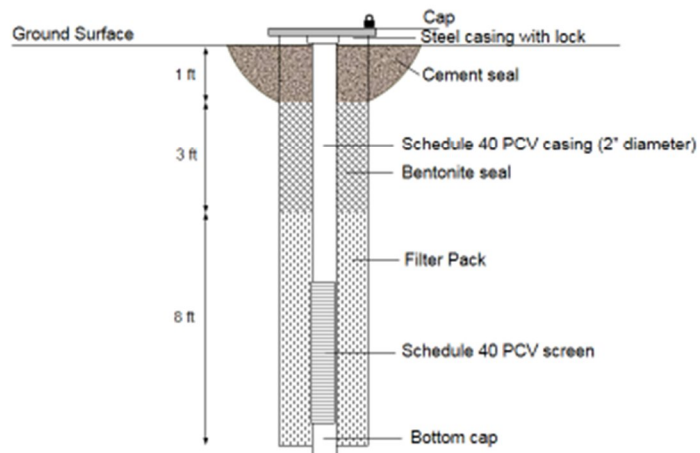
4.5 Well Schematics for sites A, B



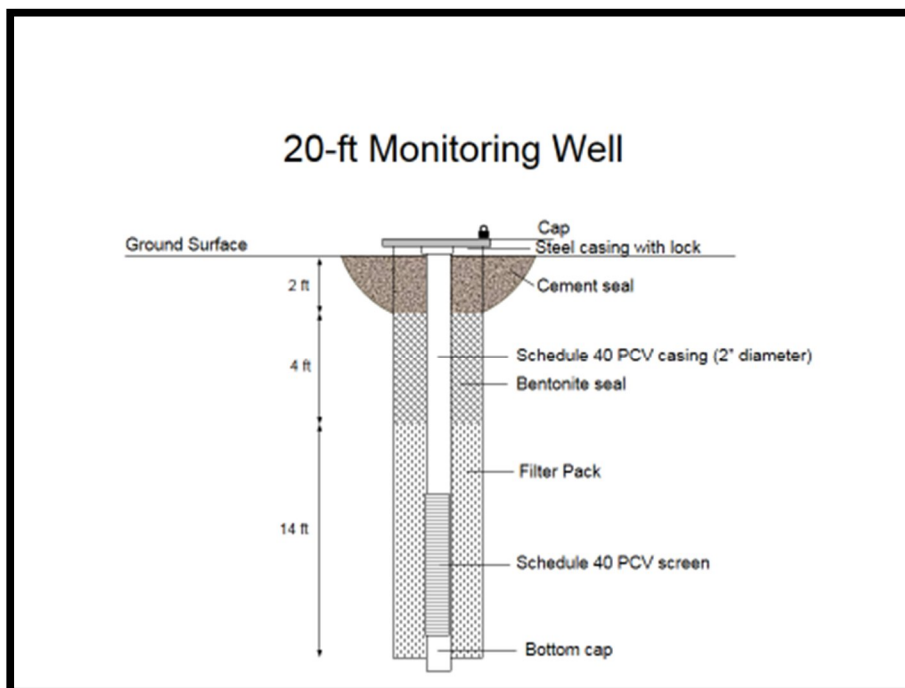
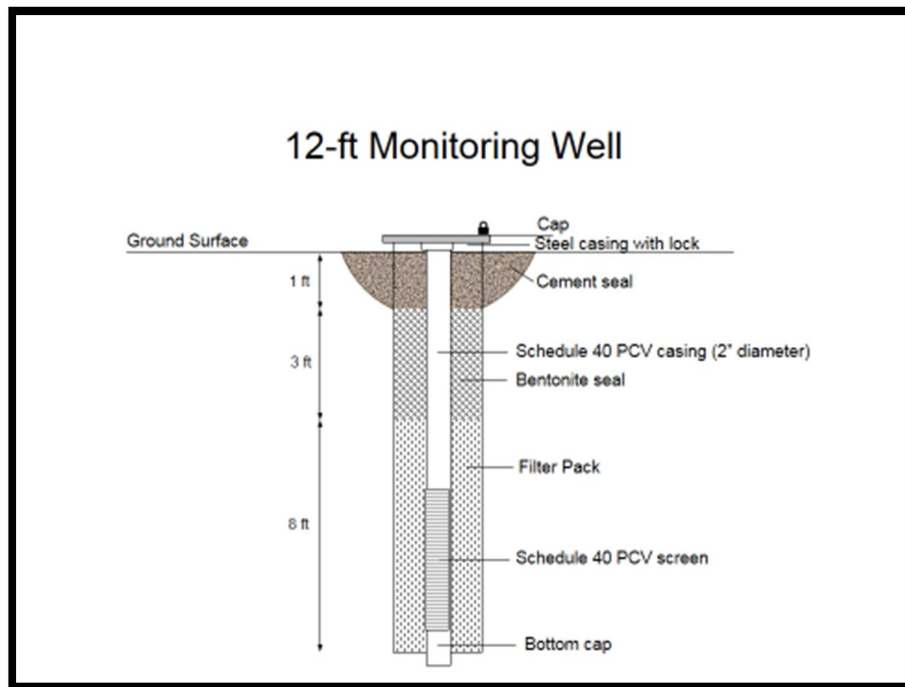
6-ft Monitoring Well



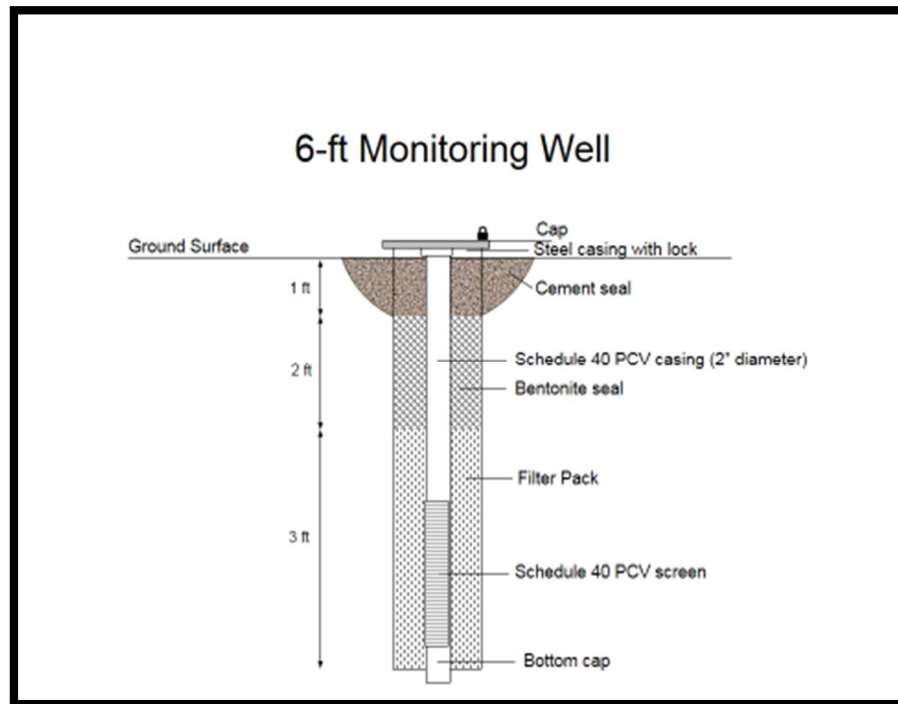
12-ft Monitoring Well



4.6 Well Schematics for sites C, D



4.7 Well Schematics for site E





**South Suburban
PARKS AND RECREATION**

Temporary Access Permit Application

ADMINISTRATIVE OFFICE
6631 S. University Blvd.
Centennial, CO 80121-2913

phone 303.798.5131
fax 303.798.3030
www.sspr.org

Owner or Company Information:

Ryan Bailey, Colorado State University

Address 1372 Campus Delivery

City Fort Collins State CO Zip Code 80523

Phone Numbers:

Office: 970-491-5045

Cell: 970-744-8307

After Hours: 970-744-8307

CONTRACTOR INFORMATION:

Company: Drilling Engineers, Inc.

Representative/Project Manager: Rick Rogers

Address 1309 Duff Drive

City Fort Collins State CO Zip Code 80522

Phone Numbers:

Office: 970-484-5183

Cell: _____

After Hours: _____

By policy established by official action of the South Suburban Board of Directors regarding the issuance of Temporary Access Permits for access through or across properties within South Suburban Park and Recreation District jurisdiction. "On application made by responsible and identifiable individuals, corporations, or public bodies (District is directed) to issue a Temporary Access Permit for access through or across District properties and providing that this not be in conflict with any other existing applicable regulations of any other governmental entity. Further, that provision for issuance of and enforcement of said permits be delegated to the Parks and Open Space Department, and that a fee be charged for this permit in the form of an adequate sum of money sufficient to defray unusual and/or extra ordinary expense to the District."

ACCESS INFORMATION:

Description of work: Drilling of 11 monitoring wells, evaluating streamflow in South Platte River (see attached proposal)

Park, Trail or Open Space: South Suburban Park, between W. Mineral Av., CO 470, and Santa Fe Dr. East of South Platte River.

Proposed access route (attach map/drawings): See attached Proposal, Off Santa Fe Drive.

Date(s) and Time(s) of Access:

DATE	TIME
<u>Around second week of September 2016</u> <u>(subject to change)</u>	<u>10am - 2pm</u>

NOTIFY THE SOUTH SUBURBAN PARKS & OPEN SPACE ADMINISTRATION OFFICE @ 303/483-7008 48 HOURS PRIOR TO COMMENCEMENT OF WORK AND UPON COMPLETION, TO ARRANGE FOR FINAL INSPECTION OF ACCESSED AREA.

VEHICLES to be used: Describe all vehicles to be used, including trailers & other equipment, which will be used for access or installation of facilities. Personal vehicles are not permitted on South Suburban Park and Recreation District Property without a permit. *Permit must be displayed in the window of all vehicles & equipment at all times when on South Suburban District property.*

Description of Vehicles: Rubber wheeled drilling rig operated by Drilling Engineers, Inc.
(see picture in proposal)

Conditions of Access Permit:

1. A permit will not be granted if there is a viable alternate route for the access on adjacent private property.
2. Access is permitted only for purpose, location, date(s) and time(s) as authorized by this permit.
3. Permitted will not access District property if wet or muddy. In the event of damage to District property, the permitted will immediately notify the **SOUTH SUBURBAN PARKS & OPEN SPACE ADMINISTRATION OFFICE @ 303/483-7008**. The permitted shall restore the property to its original condition preceding the work and repair any improvements damaged as a result of the above access within (5) working days of completion of work. See attached District Easement Covenants, which will apply to this permit.
4. If repairs or replacements are not satisfactorily completed within (5) working days, the District will complete the work as necessary to return the site to its original condition. The Permitted agrees to pay for labor, materials, and all associated costs of such repairs and/or replacement, plus an administrative fee of 20%. The costs will be deducted from the damage deposit. If the deposit is insufficient the permitted will be billed for the balance.
5. The permitted is responsible for locating all underground utilities and irrigation lines prior to the requested access.
6. The permitted agrees to hold the South Suburban Parks and Recreation District harmless and indemnify the District from any action resulting from this temporary access.
7. If additional security or traffic control measures are required, the District will not assume any financial responsibility.
8. District parks and facilities are patrolled by local law enforcement agencies and all other applicable rules and regulations to include state statutes or city ordinances will be enforced.

Special Conditions: _____

☐ I have read and fully agree with and accept all responsibility for the terms and conditions of this permit.

Signature of Applicant B.T.B. Date 08-25-2016

Approved [Signature] Date 9/30/16

Fee: Cash _____ Check (name & #) _____ Charge _____ Receipt # _____

Administrative Fee \$ 125.00

Refundable Deposit \$ 250.00

TOTAL \$ 375.00

Special Conditions:

The standard Temporary Access Permit Fee of \$125 is due before work begins, along with a refundable \$250 damage deposit. These can be taken by phone at 303-730-1022 x61011 or by check. Refunds are not issued automatically and must be requested following inspection and completion of any required restoration work.

The 003 version of the proposal, sent Sept 19 with the Geoprobe 7822GT or comparable rubber-tracked drilling rig is approved. The larger truck-mounted rig is to be used only for the upland well sites.

Equipment will enter at the Ensor access road location and all vehicles will remain on access roads as long as possible before moving into the lowest-impact routes to the actual well locations.

Equipment will access the park only when soil conditions are firm and reasonably dry enough to resist rutting. South Platte Park will provide a rough map of the existing irrigation system with no guarantee of exact accuracy, and study organizers would be responsible for repairs of any damage caused by well installation or access.

Compaction of the surface and crushing of grass and willows is anticipated and does not constitute damage. Damage and restoration would be assessed for areas where the soil crust is broken, turned over, rutted, or otherwise denuded.

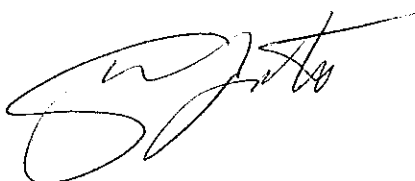
Access onto the newly-constructed terraces should use the route of least impact and the rig should avoid erosion blanket wherever possible. If any blanket is ripped or pulled up, it must be replaced according to the original specs of the river restoration project.

Riprap may be moved to allow drilling into the near-river locations. These rocks should be stockpiled and when the study is complete, the well locations should be restored to a similar consistency as surrounding banks to prevent the formation of scour holes.

Access to Well E should occur by taking the spur past the restroom to minimize time on the main greenway trail. When equipment is traveling on or near the trail, trail users have right of way and a person on foot should follow the equipment to direct and interact with trail users. Travel on the crusherfine trails as much as possible and any surface disturbances deeper than 1/2" should be raked out after work is complete.

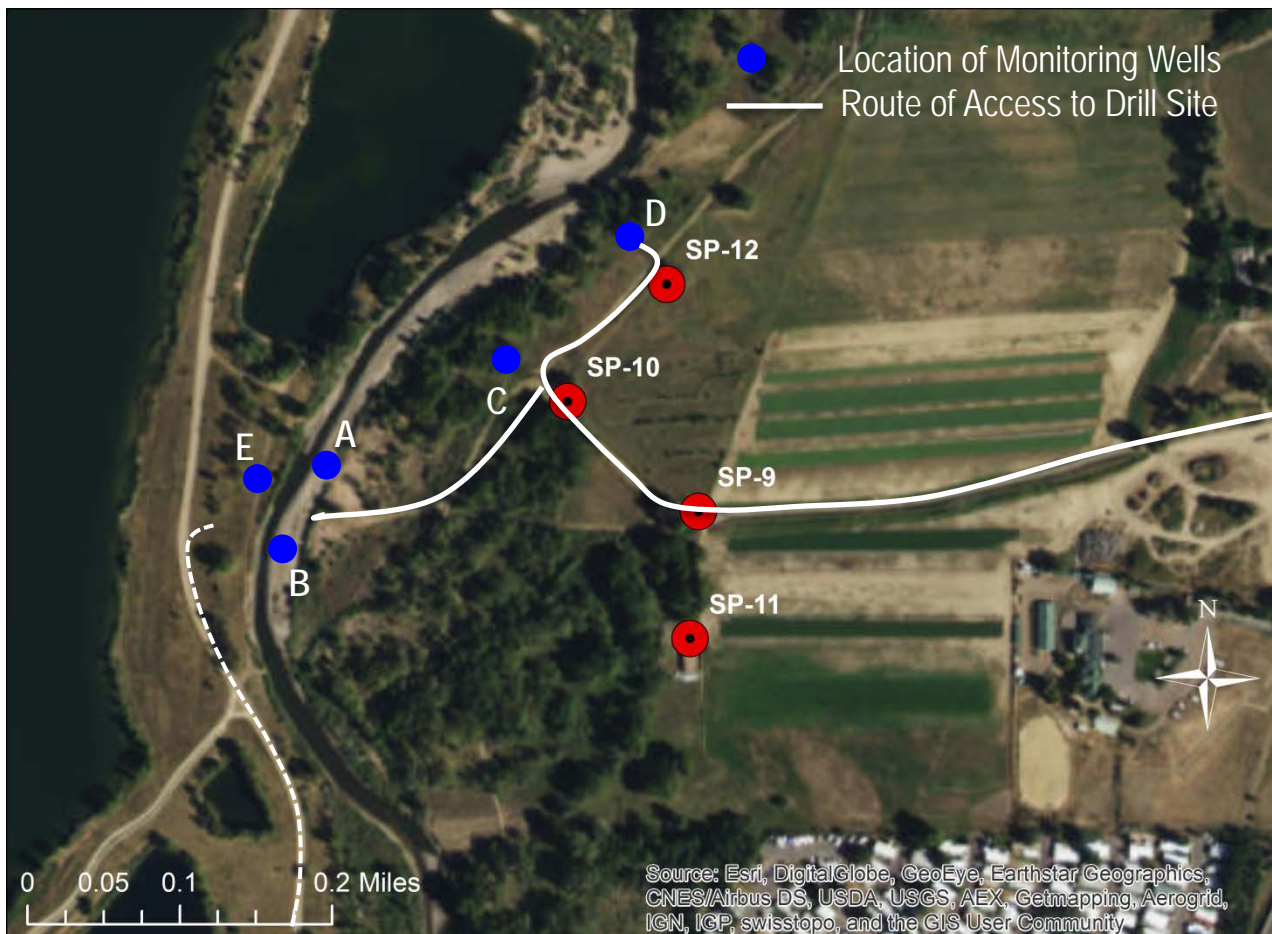
When wells are removed at the completion of the testing, no longer than one year from the date of the permit without further written agreement, the soil used to fill over the wells should match surrounding soil or consist of an approved substitute. Any concrete or metal within two feet of the surface should be removed completely from the Park. South Platte Park will provide specifications for an appropriate seed mix or can provide the seed mix (one for upland, one for subirrigated locations) or will even conduct the seeding and weed control at our actual cost plus 20%. Disturbed areas should have a vegetation density equal to or greater than surrounding areas, and consist of 95% native vegetation three years after disturbance.

Access to the wells for additional maintenance or data collection should be done by foot or small vehicles to not create new social trails or access roads.

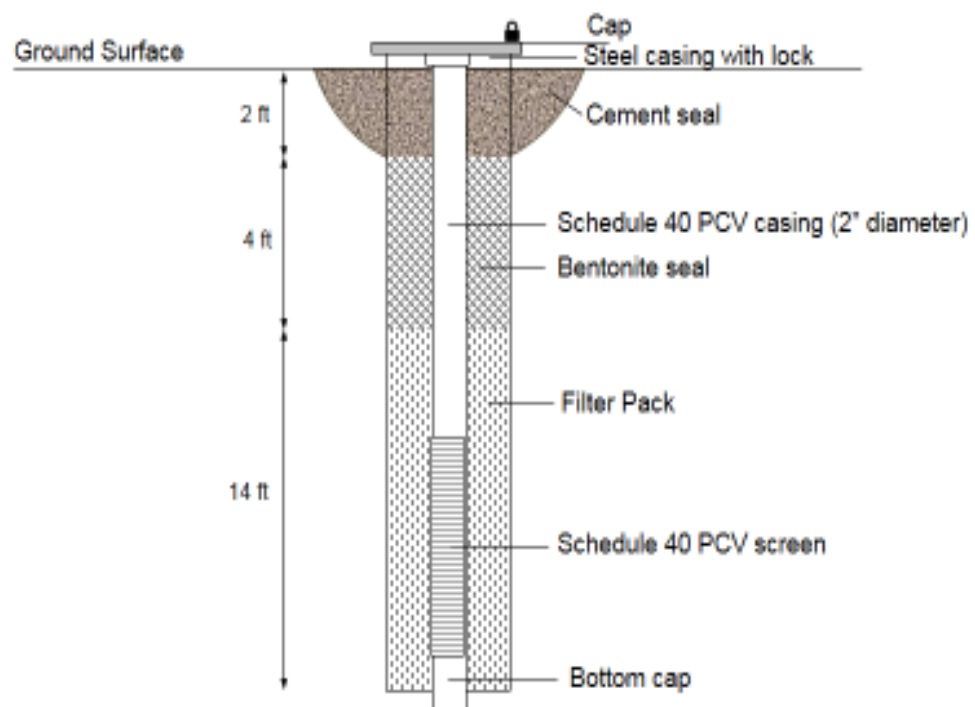
 9/30/16

Ordinance 26-2016
Littleton, CO City Council
November 15, 2016





20-ft Monitoring Well





This roster will be posted to the online agenda packet after the meeting

(This roster is to assist City Council in weighing public opinion on this issue, to assist City Council in conducting the meeting, and generally to promote a fair and orderly hearing.) ****IN ACCORDANCE WITH RULE V(a) OF CITY COUNCIL'S LEGISLATIVE RULES INDIVIDUALS WISHING TO SPEAK ON THIS MATTER WILL BE LIMITED TO 3 MINUTES.**

Tuesday November 15, 2016

SUBJECT: An ordinance on second reading granting a temporary easement to Civil and Environmental Engineering Department Colorado State University for a streambed study in South Platte Park

PLEASE PRINT YOUR NAME AND ADDRESS CLEARLY		Phone and/or email	DO YOU FAVOR THE PROJECT?	
NAME:			YES	NO
ADDRESS:				
NAME:			YES	NO
ADDRESS:				
NAME:			YES	NO
ADDRESS:				
NAME:			YES	NO
ADDRESS:				
NAME:			YES	NO
ADDRESS:				
NAME:			YES	NO
ADDRESS:				
NAME:			YES	NO
ADDRESS:				
NAME:			YES	NO
ADDRESS:				



Staff Communication

File #: Ordinance 24-2016, **Version:** 2

Agenda Date: 11/15/2016

Subject:

An ordinance on second reading approving the modification of the Term of the Master Services Agreement with Comcast Cable Communications Management, LLC, for telecommunications connectivity services.

Presented By: Ken Price, Information Services Director
--

POLICY QUESTION:

Does city council support modifying the term of the Master Services Agreement (MSA) with Comcast Cable Communications Management, LLC, for telecommunications connectivity services?

BACKGROUND:

By Ordinance, on January 21, 2014, the city entered into a 60-month (five-year) Master Services Agreement (MSA) with Comcast Cable Communications Management, LLC ("Comcast") for telecommunications connectivity services to the Littleton Fire Rescue (LFR) Administration Office at 1221 West Mineral Avenue, LFR Station 17 at 9554 South University Boulevard, and LFR Station 18 at 401 West Timbervale Trail.

The term of the MSA needs modification due to the addition of Comcast telecommunication connectivity services to the following service locations: the Littleton Center at 2255 West Berry Avenue, the Bellevue Service Center at 1800 West Bellevue Avenue, LFR Station 12 at 6529 South Broadway, LFR Station 13 at 6290 West Coal Mine Avenue, LFR Station 14 at 6600 South Colorado Boulevard, LFR Station 15 at 2702 East Dry Creek Road, LFR Station 16 at 8119 Blakeland Drive, and LFR Station 19 at 8490 West TrailMark Parkway.

The addition of these locations requires modifying the MSA. The original MSA was set to expire January 20, 2019. This ordinance will extend five years from the date the ordinance is approved

STAFF ANALYSIS:

Comcast has provided network services to the City of Littleton for 12 years as part of the INET in the 2000 Cable Franchise Agreement. This includes the fiber optic connections to all city buildings for voice, video, and data. The city's franchise agreement has expired and Comcast has informed the city that in order to continue the fiber optic connections to all city buildings, the INET must be removed from the new franchise agreement and added to the MSA.

When this Ordinance was discussed at the October 18, 2016 city council meeting, questions were asked about *Article 7, Indemnification* in the MSA. In 2014, the city attorney's office worked with Comcast to

develop a First Amendment to the MSA. Paragraphs 4 and 5 of the First Amendment address Indemnification. The Comcast MSA and the First Amendment were attachments to Ordinance 2014-1 and are also attachments to this Ordinance.

FISCAL IMPACTS:

The monthly fee for Comcast's telecommunication connectivity services will be \$10,400. This fee will be split between the city, LFR, and the fire partners.

STAFF RECOMMENDATION:

Since this is the only form of connectivity between city buildings, the staff recommends approving the modifications to the MSA.

PROPOSED MOTION:

I move to approve on second reading the ordinance to modify the term of the Master Services Agreement with Comcast Cable Communications Management, LLC, for telecommunications connectivity services.

1 **CITY OF LITTLETON, COLORADO**

2
3 **ORDINANCE NO. 24**

4
5 **Series, 2016**

6
7 **INTRODUCED BY COUNCILMEMBERS:**

8
9 **AN ORDINANCE OF THE CITY OF LITTLETON,**
10 **COLORADO, APPROVING THE MODIFICATION OF THE**
11 **TERM OF THE MASTER SERVICES AGREEMENT**
12 **BETWEEN THE CITY AND COMCAST CABLE**
13 **COMMUNICATIONS MANAGEMENT, LLC FOR**
14 **TELECOMMUNICATIONS CONNECTIVITY SERVICES**

15
16 **WHEREAS**, by Ordinance, on January 21, 2014 the city entered into a 60-month
17 (5-year) Master Services Agreement (MSA) with Comcast Cable Communications Management,
18 LLC for telecommunications connectivity services to the Fire Administration Office at 1221
19 West Mineral Avenue, Littleton Fire Rescue (LFR) Station 17 at 9554 South University Blvd,
20 and LFR Station 18 at 401 West Timbervale Trail;

21
22 **WHEREAS**, the city desires to add telecommunications connectivity services to
23 the Littleton Center at 2255 West Berry Avenue, the Belleview Service Center at 1800 West
24 Belleview Avenue, LFR Station 12 at 6529 South Broadway, LFR Station 13 at 6290 West Coal
25 Mine Avenue, LFR Station 14 at 6600 South Colorado Boulevard, LFR Station 15 at 2702 East
26 Dry Creek Road, LFR Station 16 at 8119 Blakeland Drive, and LFR Station 19 at 8490 West
27 Trailmark Parkway;

28
29 **WHEREAS**, adding these locations to the MSA requires modifying the original
30 term of the MSA, so that it will expire 60-months (5-years) from the date this Ordinance is
31 approved;

32
33 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF**
34 **THE CITY OF LITTLETON, COLORADO, THAT:**

35
36 **Section 1:** The modification of the term of the Master Services Agreement
37 between the city and Comcast Cable Communications Management, LLC, attached hereto, is
38 hereby approved.

39
40 **Section 2:** Severability. If any part, section, subsection, sentence, clause or
41 phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the
42 validity of the remaining sections of this ordinance. The City Council hereby declares that it
43 would have passed this ordinance, including each part, section, subsection, sentence, clause or
44 phrase hereof, irrespective of the fact that one or more parts, sections, subsections, sentences,
45 clauses or phrases may be declared invalid.

46
47 **Section 3:** Repealer. All ordinances or resolutions, or parts thereof, in
48 conflict with this ordinance are hereby repealed, provided that this repealer shall not repeal the
49 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 1st day of November, 2016, passed on first reading by a vote of 5
FOR and 2 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 15th day of November,
2016, in the Council Chambers, Littleton Center, 2255 West Berry Avenue, Littleton, Colorado,
at the hour of 6:30 p.m., or as soon thereafter as it may be heard.

PASSED on second and final reading, following public hearing, by a vote of _____ FOR
and _____ AGAINST on the 15th day of November, 2016 and ordered published by posting at
Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

ATTEST:

Wendy Heffner
CITY CLERK

Bruce O. Beckman
MAYOR

APPROVED AS TO FORM:

Kenneth S. Fellman
ACTING CITY ATTORNEY

CITY OF LITTLETON, COLORADO**ORDINANCE NO. 1****Series, 2014****INTRODUCED BY COUNCILMEMBERS:****AN ORDINANCE OF THE CITY OF LITTLETON, COLORADO, APPROVING A MASTER SERVICES AGREEMENT AND FIRST AMENDMENT WITH COMCAST CABLE COMMUNICATIONS MANAGEMENT, LLC, FOR TELECOMMUNICATIONS CONNECTIVITY SERVICES**

WHEREAS, the current telecommunications connectivity to the Fire Prevention Office (FPO) (1221 W Mineral Ave), Littleton Fire Rescue (LFR) Station 17 (9554 S University Blvd), and LFR Station 18 (401 W Timbervale Trl) is not sufficient for the services provided by the city;

WHEREAS, the city desires to enter into a 60-month (5-year) Master Services Agreement (MSA) with Comcast for improved telecommunications connectivity services to these locations; and

WHEREAS, City Charter, Section 103, states that no contract for service shall be made by the city for a period longer than two years, unless authorized by an ordinance;

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

Section 1: The Master Services Agreement and First Amendment between the city and Comcast Cable Communications Management, LLC, for telecommunication connectivity services is hereby approved.

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 7th day of January, 2014, passed on first reading by a vote of

1 5 FOR and 0 AGAINST; and ordered published by posting at Littleton Center, Bemis

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

3 PUBLIC HEARING on the Ordinance to take place on the 21st day of

4 January, 2014, in the Council Chambers, Littleton Center, 2255 West Berry Avenue,

5 Littleton, Colorado, at the hour of 6:30 p.m., or as soon thereafter as it may be heard.

6

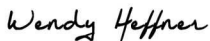
7 PASSED on second and final reading, following public hearing, by a vote of 7 FOR

8 and 0 AGAINST on the 21st day of January, 2014 and ordered published by

9 posting at Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton

10 Website.

11 ATTEST:
DocuSigned by:

12 

13 7FEE432A8267419...

14 Wendy Heffner

15 CITY CLERK

DocuSigned by:



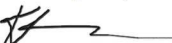
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Phil Cernanec

PRESIDENT OF CITY COUNCIL

16 APPROVED AS TO FORM:

DocuSigned by:

17 

18 4A3FB34EA4384FE...

19 Kristin Schledorn

20 DEPUTY CITY ATTORNEY

21

22

COMCAST ENTERPRISE SERVICES MASTER SERVICES AGREEMENT (MSA)

MSA ID#: CO-292706-mande	MSA Term: 60 months	Account Name: City of Littleton
--------------------------	---------------------	---------------------------------

CUSTOMER INFORMATION

Primary Contact: Ken Price	<u>Primary Contact Address Information</u>
Title: Information Services Director	Address 1: 2255 W. Berry Ave
Phone: (303) 795-3722	Address 2:
Cell:	City: Littleton
Fax:	State: CO
Email: kprice@littletongov.org	Zip Code: 80120

This Master Service Agreement ("Agreement") sets forth the terms and conditions under which Comcast Cable Communications Management, LLC and its operating affiliates ("Comcast") will provide communications and other services ("Services") to the above Customer. The Agreement consists of this fully executed Master Service Agreement Cover Page ("Cover Page"), the Enterprise Services General Terms and Conditions ("General Terms and Conditions"), any written amendments to the Agreement executed by both parties ("Amendments"), the Product-Specific Attachment for the applicable Services ("PSA(s)") and each Sales Order accepted hereunder ("Sales Orders"). In the event of any inconsistency among these documents, precedence will be as follows: (1) this Cover Page (2) General Terms and Conditions, (3) PSA(s), , and (4) Sales Orders. This Agreement shall be legally binding when signed by both parties and shall continue in effect until the expiration date of any Service Term specified in a Sales Order referencing the Agreement, unless terminated earlier in accordance with the Agreement.


The Customer referenced above may submit Sales Orders to Comcast during the Term of this Agreement ("MSA Term"). After the expiration of the initial MSA Term, Comcast may continue to accept Sales Orders from Customer under the Agreement, or require the parties to execute a new MSA.

The Agreement shall terminate in accordance with the General Terms and Conditions. The General Terms and Conditions and PSAs are located at <http://business.comcast.com/enterprise-terms-of-service/index.aspx> (or any successor URL). Use of the Services is also subject to the High-Speed Internet for Business Acceptable Use Policy ("AUP") located at <http://business.comcast.com/customer-notifications/acceptable-use-policy> (or any successor URL), and the High-Speed Internet for Business Privacy Policy (Privacy Policy) located at <http://business.comcast.com/customer-notifications/customer-privacy-statement> (or any successor URL). Comcast may update the General Terms and Conditions, PSAs, AUP and Privacy Policy from time to time upon posting to the Comcast website.

Services are only available to commercial customers in wired and serviceable areas in participating Comcast systems (and may not be transferred). Minimum Service Terms are required for most Services and early termination fees may apply. Service Terms are identified in each Sales Orders, and early termination fees are identified in the applicable Product Specific Attachments.

BY SIGNING BELOW, CUSTOMER AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

CUSTOMER SIGNATURE (by authorized representative)

Signature:	
Name:	Phil Cernone
Title:	President of Council
Date:	1/28/2014

COMCAST USE ONLY (by authorized representative)

Signature:	Sales Rep: James McGarry
Name:	Sales Rep Email: james_mcgarry@cable.comcast.com
Title:	Region: Mile High
Date:	Division: West

FIRST AMENDMENT
to
Comcast Enterprise Services Master Services Agreement No. CO-292706-mande

This First Amendment ("Amendment") is concurrently entered into on December 27, 2013 ("Effective Date") in conjunction with the Comcast Enterprise Services Master Services Agreement No. CO-292706-mande ("Agreement") by and between Comcast Cable Communications Management, LLC ("Comcast") and City of Littleton ("Customer"), individually referred to herein as "Party" and jointly referred to as "Parties". In the event of an explicit conflict between this Amendment and the Agreement, the terms and conditions of this Amendment shall take precedence in the interpretation of the explicit matter in question. Unless otherwise set forth herein, all capitalized terms set forth herein shall have the same meaning as set forth in the Agreement.

Whereas, the Parties desire to amend the Agreement by this writing to reflect the amended or additional terms and conditions to which the Parties have agreed to;

Now, therefore, in consideration of the mutual covenants, promises, and consideration set forth in this Amendment, the Parties agree as follows:

1. Article 2.2 of the Enterprise Services General Terms and Conditions ("General Terms and Conditions") is hereby modified to read as follows:

"Access. In order to deliver certain Services to Customer, Comcast may require access, right-of-way, conduit, and/or common room space ("Access"), both within and/or outside each Service Location. Customer shall provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and maintenance of the Comcast Equipment used to provide the Services within the Service Location(s). Customer shall be responsible for securing, and maintaining on an initial and ongoing basis during the applicable Service Term and/or Renewal Term, such Access within each Service Location unless Comcast has secured such access prior to this Agreement. In the event that Customer, fails to secure or maintain such Access within a particular Service Location, Customer or Comcast may cancel or terminate Service at such particular Service Location, without further liability, upon thirty (30) days prior written notice to the other Party. In such event, if Comcast has incurred any costs or expense in installing or preparing to install the Service that it otherwise would not have incurred, a charge equal to those costs and expenses shall apply to Customer's final invoice for that particular Service Location. If Comcast is unable to secure or maintain Access outside a particular Service Location, which Access is needed to provide Services to such Service Location, Customer or Comcast may cancel or terminate Service at such particular Service Location, without further liability beyond the termination date, upon a minimum thirty (30) days' prior written notice to the other Party. In such event, if Comcast has incurred any costs or expense in installing or preparing to install the Service that it otherwise would not have incurred, Comcast shall be responsible for such costs or expenses. Any other failure on the part of Customer to be ready to receive Service, or any refusal on the part of Customer to receive Service, shall not relieve Customer of its obligation to pay charges for any Service that is otherwise available for use."

2. Article 2.9 of the General Terms and Conditions is hereby modified to read as follows:

"Administrative Website. Comcast may furnish Customer with one or more user identifications and/or passwords for use on the Administrative Website. Customer shall be responsible for the confidentiality and use of such user identifications and/or passwords and shall immediately notify Comcast if there has been an unauthorized release, use or other compromise of any user identification or password. In addition, to the extent permitted by the Colorado Open Records Act ("CORA"), Customer agrees that its authorized users shall keep confidential and not distribute any information or other materials made available by the Administrative Website. Customer shall be solely responsible for all use of the Administrative Website, and Comcast shall be entitled to rely on all Customer uses of and submissions to the Administrative Website as authorized by Customer. Comcast shall not be liable for any loss, cost, expense or other liability arising out of any Customer use of the

Administrative Website or any information on the Administrative Website. Comcast may change or discontinue the Administrative Website, or Customer's right to use the Administrative Website, at any time. Additional terms and policies may apply to Customer's use of the Administrative Website. These terms and policies will be posted on the site."

3. Article 3.11 of the General Terms and Conditions is hereby modified to read as follows:

"Fraudulent Use of Services. Customer is responsible for all charges attributable to Customer with respect to the Service(s), even if incurred as the result of fraudulent or unauthorized use of the Service, except to the extent such charges are incurred after Customer notifies Comcast of such use and requests Comcast to restrict, suspend or discontinue providing Service to limit any such charges. Comcast may, but is not obligated to, detect or report unauthorized or fraudulent use of Services to Customer. Comcast reserves the right to restrict, suspend or discontinue providing any Service in the event of fraudulent use of Customer's Service."

4. Article 7.2 of the General Terms and Conditions is hereby modified to read as follows:

"Customer's Indemnification Obligations. To the extent permitted under Colorado law, Customer shall indemnify, defend, and hold harmless Comcast from any and all Claims arising on account of or in connection with Customer's use or sharing of the Service provided under the Agreement, including with respect to: libel, slander, infringement of copyright, or unauthorized use of trademark, trade name, or service mark arising out of communications via the Service; for patent infringement arising from Customer's combining or connection of CE to use the Service; for damage arising out of the gross negligence or willful misconduct of Customer with respect to users of the Service."

5. Article 7.3 of the General Terms and Conditions is hereby modified to read as follows:

"Indemnification Procedures. To the extent permitted under Colorado law, the Indemnifying Party agrees to defend the Indemnified Party for any loss, injury, liability, claim or demand ("Actions") that is the subject of this Article 7. The Indemnified Party agrees to notify the Indemnifying Party promptly, in writing, of any Actions, threatened or actual, and to cooperate in every reasonable way to facilitate the defense or settlement of such Actions. The Indemnifying Party shall assume the defense of any Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party may employ its own counsel in any such case, and shall pay such counsel's fees and expenses. The Indemnifying Party shall have the right to settle any claim for which indemnification is available; provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party, then the Indemnifying Party shall not settle such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed."

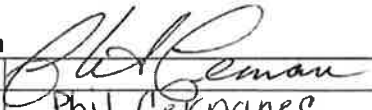
6. Article 9.1 of the General Terms and Conditions is hereby modified to read as follows:

"Disclosure and Use. All Confidential Information disclosed by either Party shall be kept by the receiving party in strict confidence and shall not be disclosed to any third party without the disclosing party's express written consent. Notwithstanding the foregoing, such information may be disclosed (i) to the receiving party's employees, affiliates, and agents who have a need to know for the purpose of performing this Agreement, using the Services, rendering the Services, and marketing related products and services (provided that in all cases the receiving party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents to assure against unauthorized use or disclosure); (ii) as required to be disclosed by Customer pursuant to CORA; or (iii) as otherwise authorized by this Agreement. Each Party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case using a degree of care less than a reasonable degree of care."

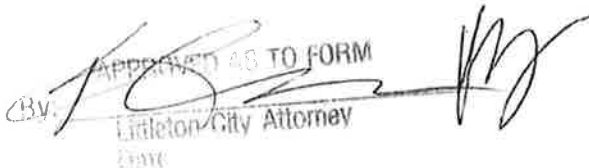
7. Article 11.15 is hereby added to the General Terms and Conditions to read as follows:

"Non-Appropriation of Funds. In the event Customer is unable to secure funds or if funds are not appropriated by the applicable local or state agency for performance during any fiscal period of the term of a Sales Order, such Sales Order may be terminated ("Termination") by the Customer upon written notification to Comcast, to include a copy of the non-appropriation of funds notification, as of the beginning of the fiscal year for which funds are not appropriated or otherwise secured. In the event Customer terminates a Sales Order under this "Non-Appropriation of Funds" provision, neither Party shall have any further obligation to the other Party, excepting Customer shall be responsible for the payment of any and all unpaid charges for Services rendered and for Comcast equipment, and, any and all unpaid capital expenses incurred by Comcast on behalf of the applicable Sales Order, all of which are to be paid by Customer to Company within thirty (30) days from the Company provided invoice date. Customer hereby agrees to notify Comcast in writing as soon as it has knowledge that funds are not available for the continuation of the performance as set forth in the Sales Order, for any fiscal period under the applicable Sales Order Term."

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as of the day and year written below and the persons signing covenant and warrant that they are duly authorized to sign for and on behalf of the respective Parties. Except as otherwise modified by this Amendment, all other terms and conditions set forth in the Agreement shall remain in full force and effect.

City of Littleton		Comcast Cable Communications Management, LLC	
Signature:		Signature:	
Printed Name:	Phil Cernanec	Printed Name:	
Title:	Mayor	Title:	
Date:	1/24/2014	Date:	

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APPROVED AS TO FORM
 BY: 
 Littleton City Attorney
 Date:

COMCAST ENTERPRISE SERVICES GENERAL TERMS AND CONDITIONS

VERSION: 1.2

DEFINITIONS

Affiliate: Any entity that controls, is controlled by or is under common control with Comcast.

Agreement, Enterprise Services Master Services Agreement or MSA: Consists of the Enterprise Master Services Agreement Cover Page executed by the Customer and accepted by Comcast, these Enterprise Services General Terms and Conditions ("General Terms and Conditions"), the then current Product-Specific Attachment for each ordered Service ("PSA"), any written amendments to the Agreement executed by both Parties including any supplemental terms and conditions ("Amendment(s)"), and each Sales Order accepted by Comcast under the Agreement.

Amendment(s): Any written amendment to the Agreement, executed by both Parties, including any supplemental terms and conditions.

Comcast: The operating company affiliate or subsidiary of Comcast Cable Communications Management, LLC that provides the Services under the Enterprise Services Master Service Agreement. References to Comcast in the Limitation of Liability, Disclaimer of Warranties and Indemnification Articles shall also include its directors, officers, employees, agents, Affiliates, suppliers, licensors, successors, and assigns, as the case may be.

Comcast Website or Website: The Comcast website where the General Terms and Conditions, PSAs and other Comcast security and privacy policies applicable to the Agreement will be posted. The current URL for the Website is <http://business.comcast.com/enterprise-terms-of-service>. Comcast may update the Website documents and/or URL from time to time.

Comcast Equipment: Any and all facilities, equipment or devices provided by Comcast or its authorized contractors at the Service Location(s) that are used to deliver any of the Services including, but not limited to, all terminals, wires, modems, lines, circuits, ports, routers, gateways, switches, channel service units, data service units, cabinets, and racks. Notwithstanding the above, inside telephone wiring within the Service Location, whether or not installed by Comcast, shall not be considered Comcast Equipment.

Confidential Information: All information regarding either Party's business which has been marked or is otherwise communicated as being "proprietary" or "confidential." or which reasonably should be known by the receiving party to be proprietary or confidential information. Without limiting the generality of the foregoing, Confidential Information shall include, even if not marked, the Agreement, all Licensed

Software, promotional materials, proposals, quotes, rate information, discount information, subscriber information, network upgrade information and schedules, network operation information (including without limitation information about outages and planned maintenance) and invoices, as well as the Parties' communications regarding such items.

Customer: The company, corporation, or other entity named on the Enterprise Services Master Service Agreement Cover Page and a Sales Order.

Customer-Provided Equipment (CE): Any and all facilities, equipment or devices supplied by Customer for use in connection with the Services.

Demarcation Point: The point of interconnection between the Network and Customer's provided equipment located at a Service Location. In some cases the Demarcation Point shall be the User to Network Interface (UNI) port on Comcast Equipment at a Service Location.

General Terms and Conditions: These Enterprise Services General Terms and Conditions.

Licensed Software: Computer software or code provided by Comcast or required to use the Services, including without limitation, associated documentation, and all updates thereto.

Network: Consists of the Comcast Equipment, facilities, fiber optic cable associated with electronics and other equipment used to provide the Services.

Party: A reference to Comcast or the Customer; and in the plural, a reference to both companies.

Product Specific Attachment(s) (PSA): The additional terms and conditions applicable to Services ordered by Customer under the Agreement.

Revenue Commitment: A commitment by Customer to purchase a minimum volume of Service during an agreed term, as set forth in a Sales Order.

Sales Order: A request for Comcast to provide the Services to a Service Location(s) submitted by Customer to Comcast (a) on a then-current Comcast form designated for that purpose or (b) if available, through a Comcast electronic order processing system designated for that purpose.

Service(s): A service provided by Comcast pursuant to a Sales Order. All Services provided under the Agreement are for commercial use only. Services available under this Agreement are identified on the Website.

Service Commencement Date: The date(s) on which Comcast first makes Service available for use by Customer. A single Sales Order containing multiple Service Locations or Services may have multiple Service Commencement Dates.

Service Location(s): The Customer location(s) where Comcast provides the Services, to the extent the Customer owns, leases, or otherwise controls such location(s).

Service Term: The duration of time (commencing on the Service Commencement Date) for which Services are ordered, as specified in a Sales Order.

Tariff: A federal or state Comcast tariff and the successor documents of general applicability that replace such tariff in the event of detariffing.

Termination Charges: Charges that may be imposed by Comcast if, prior to the end of the applicable Service Term (a) Comcast terminates Services for cause or (b) Customer terminates Services without cause. Termination Charges are as set forth in each PSA, and are in addition to any other rights and remedies under the Agreement.

ARTICLE 1. CHANGES TO THE AGREEMENT TERMS

Comcast may change or modify the Agreement, and any related policies from time to time ("Revisions") by posting such Revisions to the Comcast Website. The Revisions are effective upon posting to the Website. Customer will receive notice of the Revisions in the next applicable monthly invoice. Customer shall have thirty (30) calendar days from the invoice notice of such Revisions to provide Comcast with written notice that the Revisions adversely affect Customer's use of the Service(s). If after notice Comcast is able to verify such adverse affect but is unable to reasonably mitigate the Revision's impact on such Services, then Customer may terminate the impacted Service(s) without further obligation to Comcast beyond the termination date, including Termination Charges, if any. This shall be Customer's sole and exclusive remedy.

ARTICLE 2. DELIVERY OF SERVICE

2.1 Orders. Customer shall submit to Comcast a properly completed Sales Order to initiate Service to a Service Location(s). A Sales Order shall become binding on the Parties when (i) it is specifically accepted by Comcast either electronically or in writing, (ii) Comcast begins providing the Service described in the Sales Order or (iii) Comcast begins Custom Installation (as defined in Article 2.7) for delivery of the Services described in the Sales Order, whichever is earlier. When a Sales Order becomes effective it shall be deemed part of, and shall be subject to, the Agreement.

2.2 Access. In order to deliver certain Services to Customer, Comcast may require access, right-of-way, conduit, and/or common room space ("Access"), both within and/or outside each Service Location. Customer shall provide an adequate environmentally controlled space and such electricity as may be required for installation, operation, and

maintenance of the Comcast Equipment used to provide the Services within the Service Location(s). Customer shall be responsible for securing, and maintaining on an initial and ongoing basis during the applicable Service Term and/or Renewal Term, such Access within each Service Location unless Comcast has secured such access prior to this Agreement. In the event that Customer, fails to secure or maintain such Access within a particular Service Location, Comcast may cancel or terminate Service at such particular Service Location, without further liability, upon written notice to Customer. In such event, if Comcast has incurred any costs or expense in installing or preparing to install the Service that it otherwise would not have incurred, a charge equal to those costs and expenses shall apply to Customer's final invoice for that particular Service Location. If Comcast is unable to secure or maintain Access outside a particular Service Location, which Access is needed to provide Services to such Service Location, Customer or Comcast may cancel or terminate Service at such particular Service Location, without further liability beyond the termination date, upon a minimum thirty (30) days' prior written notice to the other party. In such event, if Comcast has incurred any costs or expense in installing or preparing to install the Service that it otherwise would not have incurred, Comcast shall be responsible for such costs or expenses. Any other failure on the part of Customer to be ready to receive Service, or any refusal on the part of Customer to receive Service, shall not relieve Customer of its obligation to pay charges for any Service that is otherwise available for use.

2.3 Hazardous Materials. If the presence of asbestos or other hazardous materials exists or is detected at a Service Location or within the building where the Service Location is located, Comcast may immediately stop providing Services until such a time as such materials are removed. Alternatively Customer may notify Comcast to install the applicable portion of the Service in areas of any such Service Location not containing such hazardous material. Any additional expense incurred by Comcast as a result of encountering hazardous materials, including but not limited to, any additional equipment shall be borne by Customer. Customer shall use reasonable efforts to maintain its property and Service Locations in a manner that preserves the integrity of the Services.

2.4 Comcast Equipment. At any time Comcast may remove or change Comcast Equipment in its sole discretion in connection with providing the Services. Customer shall not move, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any Comcast Equipment or permit others to do so, and shall not use the Comcast Equipment for any purpose other than that authorized by the Agreement. Comcast shall maintain Comcast Equipment in good operating condition during the term of this Agreement; provided, however, that such maintenance shall be at Comcast's expense only to the extent that it is related to and/or resulting from the ordinary and proper use of the Comcast Equipment. Customer is responsible for damage to, or loss of, Comcast Equipment caused by its acts or omissions, and its noncompliance with this Article, or by fire, theft or other casualty at the Service Location(s), unless caused by the gross negligence or willful misconduct of Comcast.

2.5 Ownership, Impairment and Removal of Network.

The Network is and shall remain the property of Comcast regardless of whether installed within or upon the Service Location(s) and whether installed overhead, above, or underground and shall not be considered a fixture or an addition to the land or the Service Location(s) located thereon. Customer agrees that it shall take no action that directly or indirectly impairs Comcast's title to the Network, or any portion thereof, or exposes Comcast to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties. Nothing in this Agreement shall preclude Comcast from using the Network for services provided to other Comcast customers. For a period of twelve (12) months following Comcast's discontinuance of Service to the Service Location(s), Comcast retains the right to remove the Network including, but not limited to, that portion of the Network that is located in the Service Location. To the extent Comcast removes such portion of the Network it shall be responsible for returning the Service Location(s) to its prior condition, reasonable wear and tear excepted.

2.6 Customer-Provided Equipment ("CE"). Comcast shall have no obligation to install, operate, or maintain CE. Customer shall have sole responsibility for providing maintenance, repair, operation and replacement of all CE, inside telephone wiring and other Customer equipment and facilities on the Customer's side of the Demarcation Point. Neither Comcast nor its employees, Affiliates, agents or contractors will be liable for any damage, loss, or destruction to CE, unless caused by the gross negligence or willful misconduct of Comcast. CE shall at all times be compatible with the Network as determined by Comcast in its sole discretion. In addition to any other service charges that may be imposed from time to time, Customer shall be responsible for the payment of service charges for visits by Comcast's employees or agents to a Service Location when the service difficulty or trouble report results from the use of CE or facilities provided by any party other than Comcast.

2.7 Engineering Review. Each Sales Order submitted by Customer may be subject to an engineering review. The engineering review will determine whether and to what extent the Network must be extended, built or upgraded ("Custom Installation") in order to provide the ordered Services at the requested Service Location(s). Comcast will provide Customer written notification in the event Service installation at any Service Location will require an additional non-recurring installation fee ("Custom Installation Fee"). Custom Installation Fees may also be referred to as Construction Charges on a Sales Order or Invoice. Customer will have five (5) days from receipt of such notice to reject the Custom Installation Fee and terminate, without further liability, the Sales Order with respect to the affected Service Location(s). For certain Services, the Engineering Review will be conducted prior to Sales Order submission. In such case, Customer will have accepted the designated Custom Installation Fee upon submission of the applicable Sales Order.

2.8 Service Acceptance. Except as may otherwise be identified in the applicable PSA, the Service Commencement Date shall be the date Comcast completes installation and connection of the necessary facilities and equipment to provide the Service at a Service Location.

2.9 Administrative Website. Comcast may furnish Customer with one or more user identifications and/or passwords for use on the Administrative Website. Customer shall be responsible for the confidentiality and use of such user identifications and/or passwords and shall immediately notify Comcast if there has been an unauthorized release, use or other compromise of any user identification or password. In addition, Customer agrees that its authorized users shall keep confidential and not distribute any information or other materials made available by the Administrative Website. Customer shall be solely responsible for all use of the Administrative Website, and Comcast shall be entitled to rely on all Customer uses of and submissions to the Administrative Website as authorized by Customer. Comcast shall not be liable for any loss, cost, expense or other liability arising out of any Customer use of the Administrative Website or any information on the Administrative Website. Comcast may change or discontinue the Administrative Website, or Customer's right to use the Administrative Website, at any time. Additional terms and policies may apply to Customer's use of the Administrative Website. These terms and policies will be posted on the site.

ARTICLE 3. BILLING AND PAYMENT

3.1 Charges. Except as otherwise provided in the applicable PSA, Customer shall pay Comcast one hundred percent (100%) of the Custom Installation Fee prior to the installation of Service. Customer further agrees to pay all charges associated with the Services, as set forth or referenced in the applicable PSA, Sales Order(s) or invoice from Comcast. These charges may include, but are not limited to standard and custom non-recurring installation charges, monthly recurring service charges, usage charges including without limitation charges for the use of Comcast Equipment, per-call charges, pay-per-view charges, charges for service calls, maintenance and repair charges, and applicable federal, state, and local taxes, fees, surcharges and recoupments (however designated). Some Services such as measured and per-call charges, pay-per-view movies or events, and interactive television (as explained in the applicable PSA) may be invoiced after the Service has been provided to Customer. Except as otherwise indicated herein or in the applicable PSA(s) monthly recurring charges for Ethernet, Video and Internet Services that are identified on a Sales Order shall not increase during the Service Term. Except as otherwise indicated herein or in the Sales Order(s), Voice Service pricing, charges and fees can be found in the applicable PSA.

3.2 Third-Party Charges. Customer may incur charges from third party service providers that are separate and apart from, or based on the amounts charged by Comcast. These may include, without limitation, charges resulting from wireless services including roaming charges, accessing on-line services, calls to parties who charge for their telephone based

services, purchasing or subscribing to other offerings via the Internet or interactive options on certain Video services, or otherwise. Customer agrees that all such charges, including all applicable taxes, are Customer's sole responsibility. In addition, Customer is solely responsible for protecting the security of credit card information provided to others in connection with such transactions.

3.3 Payment of Bills. Except as otherwise indicated herein or in a PSA, Comcast will invoice Customer in advance on a monthly basis for all monthly recurring charges and fees arising under the Agreement. All other charges will be billed monthly in arrears, including without limitation certain usage based charges and third party pass through fees. Payment is due upon presentation of an invoice. Payment will be considered timely made to Comcast if received within thirty (30) days after the invoice date. Any charges not paid to Comcast within such period will be considered past due. If a Service Commencement Date is not the first day of a billing period, Customer's first monthly invoice shall include any pro-rated charges for the Services, from the date of installation to the start of the next billing period. In certain cases, Comcast may agree to provide billing services on behalf of third parties, as the agent of the third party. Any such third-party charges shall be payable pursuant to any contract or other arrangement between the third party and Customer and/or Comcast. Comcast shall not be responsible for any dispute regarding these charges between Customer and such third party. Customer must address all such disputes directly with the third party.

3.4 Partial Payment. Partial payment of any bill will be applied to the Customer's outstanding charges in amounts and proportions solely determined by Comcast. No acceptance of partial payment(s) by Comcast shall constitute a waiver of any rights to collect the full balance owed under the Agreement.

3.5 Credit Approval and Deposits. Initial and ongoing delivery of Services may be subject to credit approval. Customer shall provide Comcast with credit information requested by Comcast. Customer authorizes Comcast to make inquiries and to receive information about Customer's credit history from others and to enter this information in Customer's records. Customer represents and warrants that all credit information that it provides to Comcast will be true and correct. Comcast, in its sole discretion, may deny the Services based upon an unsatisfactory credit history. Additionally, subject to applicable regulations, Comcast may require Customer to make a deposit (in an amount not to exceed an estimated two months charge for the Services) as a condition to Comcast's provision of the Services, or as a condition to Comcast's continuation of the Services. The deposit will not, unless explicitly required by law, bear interest and shall be held by Comcast as security for payment of Customer's charges. Comcast may apply the deposit to any delinquent Customer charges upon written notice to Customer. If Comcast uses any or all of the deposit to pay an account delinquency, Customer will replenish the deposit by that amount within five (5) days of its receipt of written notice from Comcast. If the provision of Service to Customer is terminated, or if Comcast determines in its sole discretion that

such deposit is no longer necessary, then the amount of the deposit (plus any required deposit interest) will be credited to Customer's account or will be refunded to Customer, as determined by Comcast.

3.6 Taxes and Fees. Except to the extent Customer provides a valid tax exemption certificate prior to the delivery of Service, Customer shall be responsible for the payment of any and all applicable local, state, and federal taxes or fees (however designated). Customer also will be responsible to pay any Service fees, payment obligations and taxes that become applicable retroactively.

3.7 Other Government-Related Costs and Fees. Comcast reserves the right to invoice Customer for any fees or payment obligations in connection with the Services imposed by governmental or quasi-governmental bodies in connection with the sale, installation, use, or provision of the Services, including, without limitation, applicable franchise fees, right of way fees and Universal Service Fund charges (if any), regardless of whether Comcast or its Affiliates pay the fees directly or are required by an order, rule, or regulation of a taxing jurisdiction to collect them from Customer. Taxes and other government-related fees and surcharges may be changed with or without notice. In the event that any newly adopted law, rule, regulation or judgment increases Comcast's costs of providing Services, Customer shall pay Comcast's additional costs of providing Services under the new law, rule, regulation or judgment.

3.8 Disputed Invoice. If Customer disputes any portion of an invoice by the due date, Customer must pay fifty percent (50%) of the disputed charges, in addition to the undisputed portion of the invoice and submit a written claim, including all documentation substantiating Customer's claim, to Comcast for the disputed amount of the invoice by the invoice due date. The Parties shall negotiate in good faith to resolve any billing dispute. Comcast will refund/credit all valid disputes resolved in Customer's favor as of the date the disputed charges first appeared on the Customer's invoice.

3.9 Past-Due Amounts. Any payment not made when due will be subject to a late charge of 1.5% per month or the highest rate allowed by law on the unpaid invoice, whichever is lower. If Customer's account is delinquent, Comcast may refer the account to a collection agency or attorney that may pursue collection of the past due amount and/or any Comcast Equipment which Customer fails to return in accordance with the Agreement. If Comcast is required to use a collection agency or attorney to collect any amount owed by Customer or any unreturned Comcast Equipment, Customer agrees to pay all reasonable costs of collection or other action. The remedies set forth herein are in addition to and not in limitation of any other rights and remedies available to Comcast under the Agreement or at law or in equity.

3.10 Rejected Payments. Except to the extent otherwise prohibited by law, Customer will be assessed a service charge up to the full amount permitted under applicable law for any check or other instrument used to pay for the Services that has been rejected by the bank or other financial institution.

3.11 Fraudulent Use of Services. Customer is responsible for all charges attributable to Customer with respect to the Service(s), even if incurred as the result of fraudulent or unauthorized use of the Service. Comcast may, but is not obligated to, detect or report unauthorized or fraudulent use of Services to Customer. Comcast reserves the right to restrict, suspend or discontinue providing any Service in the event of fraudulent use of Customer's Service.

ARTICLE 4. TERM; REVENUE COMMITMENT

4.1 Agreement Term. Upon execution of the Agreement, Customer shall be allowed to submit Sales Orders to Comcast during the term referenced on the Master Service Agreement Cover Page ("MSA Term"). After the expiration of the initial MSA Term, Comcast may continue to accept Sales Orders from Customer under the Agreement, or require the Parties to execute a new agreement. This Agreement shall continue in effect until the expiration or termination date of the last Sales Order entered under the Agreement, unless terminated earlier in accordance with the Agreement.

4.2 Sales Order Term/Revenue Commitment. The applicable Service Term and Revenue Commitment (if any) shall be set forth in the Sales Order. Unless otherwise stated in these terms and conditions or the applicable PSA, if a Sales Order does not specify a term of service, the Service Term shall be one (1) year from the Service Commencement Date. In the event Customer fails to satisfy a Revenue Commitment, Customer will be billed a shortfall charge pursuant to the terms of the applicable PSA.

4.3 Sales Order Renewal. Upon the expiration of the Service Term, and unless otherwise agreed to by the Parties in the Sales Order, each Sales Order shall automatically renew for successive periods of one (1) year each ("Renewal Term(s)"), unless otherwise stated in these terms and conditions or prior notice of non-renewal is delivered by either Party to the other at least thirty (30) days before the expiration of the Service Term or the then current Renewal Term. Effective at any time after the end of the Service Term and from time to time thereafter, Comcast may, modify the charges for Ethernet, Internet and/or Video Services subject to thirty (30) days prior written notice to Customer. Customer will have thirty (30) days from receipt of such notice to cancel the applicable Service without further liability. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Service pricing.

ARTICLE 5. TERMINATION WITHOUT FAULT; DEFAULT

5.1 Termination for Convenience. Notwithstanding any other term or provision in this Agreement, Customer shall have the right, in its sole discretion, to terminate any or all Sales Order(s) at any time during the Service Term(s), upon thirty (30) days prior written notice to Comcast and subject to payment to Comcast of all outstanding amounts due for the

Services, any and all applicable Termination Charges, and the return of all applicable Comcast Equipment. Comcast may terminate the Agreement if Customer does not take any Service under a Sales Order for twelve (12) consecutive months or longer.

5.2 Termination for Cause. If either Party breaches any material term of the Agreement, other than a payment term, and the breach continues un-remedied for thirty (30) days after written notice of default, the other Party may terminate for cause any Sales Order materially affected by the breach. If Customer is in breach of a payment obligation (including failure to pay a required deposit) and fails to make payment in full within ten (10) days after receipt of written notice of default, Comcast may, at its option, terminate the Agreement, terminate the affected Sales Orders, suspend Service under the affected Sales Orders, and/or require a deposit, advance payment, or other satisfactory assurances in connection with any or all Sales Orders as a condition of continuing to provide Service; except that Comcast will not take any such action as a result of Customer's non-payment of a charge subject to a timely billing dispute, unless Comcast has reviewed the dispute and determined in good faith that the charge is correct. A Sales Order may be terminated by either Party immediately upon written notice if the other Party has become insolvent or involved in liquidation or termination of its business, or adjudicated bankrupt, or been involved in an assignment for the benefit of its creditors. Termination by either Party of a Sales Order does not waive any other rights or remedies that it may have under this Agreement. The non-defaulting Party shall be entitled to all available legal and equitable remedies for such breach.

5.3 Effect of Expiration/Termination of a Sales Order.

Upon the expiration or termination of a Sales Order for any reason:

- A.** Comcast shall disconnect the applicable Service;
- B.** Comcast may delete all applicable data, files, electronic messages, or other information stored on Comcast's servers or systems;
- C.** If Customer has terminated the Sales Order prior to the expiration of the Service Term for convenience, or if Comcast has terminated the Sales Order prior to the expiration of the Service Term as a result of material breach by Customer, Comcast may assess and collect from Customer applicable Termination Charges (if any);
- D.** Customer shall, permit Comcast to retrieve from the applicable Service Location any and all Comcast Equipment. If Customer fails to permit such retrieval or if the retrieved Comcast Equipment has been damaged and/or destroyed other than by Comcast or its agents, normal wear and tear excepted, Comcast may invoice Customer for the manufacturer's list price of the relevant Comcast Equipment, or in the event of minor damage to the retrieved Comcast Equipment, the cost of repair, which amounts shall be immediately due and payable; and

E. Customer's right to use applicable Licensed Software shall automatically terminate, and Customer shall be obligated to return all Licensed Software to Comcast.

5.4 Resumption of Service. If a Service has been discontinued by Comcast for cause and Customer requests that the Service be restored, Comcast shall have the sole and absolute discretion to restore such Service. At Comcast's option, deposits, advanced payments, nonrecurring charges, and/or an extended Service Term may apply to restoration of Service.

5.5 Regulatory and Legal Changes. The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement upon its execution are based on applicable law and regulations as they exist on the date of execution of this Agreement. The Parties agree that in the event of any subsequent decision by a legislative, regulatory or judicial body, including any regulatory or judicial order, rule, regulation, decision in any arbitration or other dispute resolution or other legal or regulatory action that materially affects the provisions or ability to provide Services on economic terms of the Agreement, Comcast may, by providing written notice to the Customer, require that the affected provisions of the Agreement be renegotiated in good faith. If Customer refuses to enter such renegotiations, or the Parties can't reach resolution on new Agreement terms, Comcast may, in its sole discretion, terminate this Agreement, in whole or in part, upon sixty (60) days written notice to Customer.

ARTICLE 6. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES; WARNINGS

6.1 Limitation of Liability.

A, THE AGGREGATE LIABILITY OF COMCAST FOR ANY AND ALL LOSSES, DAMAGES AND CAUSES ARISING OUT OF THE AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE PERFORMANCE OF SERVICE, AND NOT OTHERWISE LIMITED HEREUNDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED DIRECT DAMAGES EQUAL TO THE SUM TOTAL OF PAYMENTS MADE BY CUSTOMER TO COMCAST DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT FOR WHICH DAMAGES ARE CLAIMED. THIS LIMITATION SHALL NOT APPLY TO COMCAST'S INDEMNIFICATION OBLIGATIONS AND CLAIMS FOR DAMAGE TO PROPERTY AND/OR PERSONAL INJURIES (INCLUDING DEATH) ARISING OUT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF COMCAST WHILE ON THE CUSTOMER SERVICE LOCATION.

B. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, COVER, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND INCLUDING BUT NOT LIMITED TO ANY

LOSS REVENUE, LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT WHETHER SUCH ALLEGED LIABILITY ARISES IN CONTRACT OR TORT HOWEVER, THAT NOTHING HEREIN IS INTENDED TO LIMIT CUSTOMER'S LIABILITY FOR AMOUNTS OWED FOR THE SERVICES, FOR ANY EQUIPMENT OR SOFTWARE PROVIDED BY COMCAST OR FOR TERMINATION CHARGES.

6.2 Disclaimer of Warranties.

A. Services shall be provided pursuant to the terms and conditions in the applicable PSA and Service Level Agreement, and are in lieu of all other warranties, express, implied or statutory, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement. **TO THE MAXIMUM EXTENT ALLOWED BY LAW, COMCAST EXPRESSLY DISCLAIMS ALL SUCH EXPRESS, IMPLIED AND STATUTORY WARRANTIES.**

B. Without limiting the generality of the foregoing, and except as otherwise identified in a PSA or Service Level Agreement, Comcast does not warrant that the Services, Comcast Equipment, or Licensed Software will be uninterrupted, error-free, or free of latency or delay, or that the Services, Comcast Equipment, or Licensed Software will meet customer's requirements, or that the Services, Comcast Equipment, or Licensed Software will prevent unauthorized access by third parties.

C. In no event shall Comcast, be liable for any loss, damage or claim arising out of or related to: (i) stored, transmitted, or recorded data, files, or software; (ii) any act or omission of Customer, its users or third parties; (iii) interoperability, interaction or interconnection of the Services with applications, equipment, services or networks provided by Customer or third parties; or (iv) loss or destruction of any Customer hardware, software, files or data resulting from any virus or other harmful feature or from any attempt to remove it. Customer is advised to back up all data, files and software prior to the installation of Service and at regular intervals thereafter.

6.3 Disruption of Service. Notwithstanding the performance standards identified in a PSA, the Services are not fail-safe and are not designed or intended for use in situations requiring fail-safe performance or in which an error or interruption in the Services could lead to severe injury to business, persons, property or environment ("High Risk Activities"). These High Risk Activities may include, without limitation, vital business or personal communications, or activities where absolutely accurate data or information is required.

6.4 Customer's sole and exclusive remedies are expressly set forth in the Agreement. Certain of the above exclusions may not apply if the state in which a Service is provided does not allow the exclusion or limitation of implied warranties or does not allow the limitation or exclusion of incidental or consequential damages. In those states, the liability of Comcast is limited to the maximum extent permitted by law.

ARTICLE 7. INDEMNIFICATION

7.1 Comcast's Indemnification Obligations. Comcast shall indemnify, defend, and hold harmless Customer and its parent company, affiliates, employees, directors, officers, and agents from and against all claims, demands, actions, causes of actions, damages, liabilities, losses, and expenses (including reasonable attorneys' fees) ("Claims") incurred as a result of: infringement of U.S. patent or copyright relating to the Comcast Equipment or Comcast Licensed Software hereunder; damage to tangible personal property or real property, and personal injuries (including death) arising out of the gross negligence or willful misconduct of Comcast while working on the Customer Service Location.

7.2 Customer's Indemnification Obligations. Customer shall indemnify, defend, and hold harmless Comcast from any and all Claims arising on account of or in connection with Customer's use or sharing of the Service provided under the Agreement, including with respect to: libel, slander, infringement of copyright, or unauthorized use of trademark, trade name, or service mark arising out of communications via the Service; for patent infringement arising from Customer's combining or connection of CE to use the Service; for damage arising out of the gross negligence or willful misconduct of Customer with respect to users of the Service.

7.3 Indemnification Procedures. The Indemnifying Party agrees to defend the Indemnified Party for any loss, injury, liability, claim or demand ("Actions") that is the subject of this Article 7. The Indemnified Party agrees to notify the Indemnifying Party promptly, in writing, of any Actions, threatened or actual, and to cooperate in every reasonable way to facilitate the defense or settlement of such Actions. The Indemnifying Party shall assume the defense of any Action with counsel reasonably satisfactory to the Indemnified Party. The Indemnified Party may employ its own counsel in any such case, and shall pay such counsel's fees and expenses. The Indemnifying Party shall have the right to settle any claim for which indemnification is available; provided, however, that to the extent that such settlement requires the Indemnified Party to take or refrain from taking any action or purports to obligate the Indemnified Party, then the Indemnifying Party shall not settle such claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed.

ARTICLE 8. SOFTWARE & SERVICES

8.1 License. If and to the extent that Customer requires the use of Licensed Software in order to use the Service supplied under any Sales Order, Customer shall have a personal, nonexclusive, nontransferable, and limited license to use such Licensed Software in object code only and solely to the extent necessary to use the applicable Service during the corresponding Service Term. All Licensed Software provided to Customer, and each revised version thereof, is licensed (not sold) to Customer by Comcast only for use in conjunction with the Service. Customer may not claim title to, or an ownership interest in, any Licensed Software (or any derivations or improvements thereto), and Customer shall execute any documentation reasonably required by Comcast,

including, without limitation, end-user license agreements for the Licensed Software. Comcast and its suppliers shall retain ownership of the Licensed Software, and no rights are granted to Customer other than a license to use the Licensed Software under the terms expressly set forth in this Agreement.

8.2 Restrictions. Customer agrees that it shall not: (i) copy the Licensed Software (or any upgrades thereto or related written materials) except for emergency back-up purposes or as permitted by the express written consent of Comcast; (ii) reverse engineer, decompile, or disassemble the Licensed Software; (iii) sell, lease, license, or sublicense the Licensed Software; or (iv) create, write, or develop any derivative software or any other software program based on the Licensed Software.

8.3 Updates. Customer acknowledges that the use of Service may periodically require updates and/or changes to certain Licensed Software resident in the Comcast Equipment or CE. If Comcast has agreed to provide updates and changes, such updates and changes may be performed remotely or on-site by Comcast, at Comcast's sole option. Customer hereby consents to, and shall provide free access for, such updates deemed reasonably necessary by Comcast. If Customer fails to agree to such updates, Comcast will be excused from the applicable Service Level Agreement and other performance credits, and any and all liability and indemnification obligations regarding the applicable Service.

8.4 Export Law and Regulation. Customer acknowledges that any products, software, and technical information (including, but not limited to, services and training) provided pursuant to the Agreement may be subject to U.S. export laws and regulations. Customer agrees that it will not use distribute, transfer, or transmit the products, software, or technical information (even if incorporated into other products) except in compliance with U.S. export regulations. If requested by Comcast, Customer also agrees to sign written assurances and other export-related documents as may be required for Comcast to comply with U.S. export regulations.

8.5 Ownership of Telephone Numbers and Addresses. Customer acknowledges that use of certain Services does not give it any ownership or other rights in any telephone number or Internet/on-line addresses provided, including but not limited to Internet Protocol ("IP") addresses, e-mail addresses and web addresses.

8.6 Intellectual Property Rights in the Services. Title and intellectual property rights to the Services are owned by Comcast, its agents, suppliers or affiliates or their licensors or otherwise by the owners of such material. The copying, redistribution, bundling or publication of the Services, in whole or in part, without express prior written consent from Comcast or other owner of such material, is prohibited.

ARTICLE 9. CONFIDENTIAL INFORMATION AND PRIVACY

9.1 Disclosure and Use. All Confidential Information disclosed by either Party shall be kept by the receiving party in

strict confidence and shall not be disclosed to any third party without the disclosing party's express written consent. Notwithstanding the foregoing, such information may be disclosed (i) to the receiving party's employees, affiliates, and agents who have a need to know for the purpose of performing this Agreement, using the Services, rendering the Services, and marketing related products and services (provided that in all cases the receiving party shall take appropriate measures prior to disclosure to its employees, affiliates, and agents to assure against unauthorized use or disclosure); or (ii) as otherwise authorized by this Agreement. Each Party agrees to treat all Confidential Information of the other in the same manner as it treats its own proprietary information, but in no case using a degree of care less than a reasonable degree of care.

9.2 Exceptions. Notwithstanding the foregoing, each Party's confidentiality obligations hereunder shall not apply to information that: (i) is already known to the receiving party without a pre-existing restriction as to disclosure; (ii) is or becomes publicly available without fault of the receiving party; (iii) is rightfully obtained by the receiving party from a third party without restriction as to disclosure, or is approved for release by written authorization of the disclosing party; (iv) is developed independently by the receiving party without use of the disclosing party's Confidential Information; or (v) is required to be disclosed by law or regulation.

9.3 Publicity. The Agreement provides no right to use any Party's or its affiliates' trademarks, service marks, or trade names, or to otherwise refer to the other Party in any marketing, promotional, or advertising materials or activities. Neither Party shall issue any publication or press release relating to, or otherwise disclose the existence of, the terms and conditions of any contractual relationship between Comcast and Customer, except as permitted by the Agreement or otherwise consented to in writing by the other Party.

9.4 Passwords. Comcast may furnish Customer with user identifications and passwords for use in conjunction with certain Services, including, without limitation, for access to certain non-public Comcast website materials. Customer understands and agrees that such information shall be subject to Comcast's access policies and procedures located on Comcast's Web Site.

9.5 Remedies. Notwithstanding any other Article of this Agreement, the non-breaching Party shall be entitled to seek equitable relief to protect its interests pursuant to this Article 9, including, but not limited to, injunctive relief.

9.6 Monitoring of Services. Except as otherwise expressly set forth in a PSA, Comcast assumes no obligation to pre-screen or monitor Customer's use of the Service, including without limitation postings and/or transmission. However, Customer acknowledges and agrees that Comcast and its agents shall have the right to pre-screen and monitor such use from time to time and to use and disclose such results to the extent necessary to operate the Service properly, to ensure compliance with applicable use policies, to protect the rights and/or property of Comcast, or in emergencies when physical safety is at issue, and that Comcast may disclose the

same to the extent necessary to satisfy any law, regulation, or governmental request. Comcast shall have no liability or responsibility for content received or distributed by Customer or its users through the Service, and Customer shall indemnify, defend, and hold Comcast and its directors, officers, employees, agents, subsidiaries, affiliates, successors, and assigns harmless from any and all claims, damages, and expenses whatsoever (including reasonable attorneys' fees) arising from such content attributable to Customer or its users. For the avoidance of doubt, the monitoring of data described in this Section 9.6 refers to aggregate data and types of traffic (protocol, upstream/downstream utilization, etc.). Comcast does not have access to the content of encrypted data transmitted across Comcast networks.

9.7 Survival of Confidentiality Obligations. The obligations of confidentiality and limitation of use described in this Article 9 shall survive the expiration and termination of the Agreement for a period of two (2) years (or such longer period as may be required by law).

ARTICLE 10. USE OF SERVICE; USE AND PRIVACY POLICIES

10.1 Prohibited Uses and Comcast Use Policies.

Customer is prohibited from using, or permitting the use of, any Service (i) for any purpose in violation of any law, rule, regulation, or policy of any government authority; (ii) in violation of any Use Policy (as defined below); (iii) for any use as to which Customer has not obtained all required government approvals, authorizations, licenses, consents, and permits; or (iv) to interfere unreasonably with the use of Comcast service by others or the operation of the Network. Customer is responsible for assuring that any and all of its users comply with the provisions of the Agreement. Comcast reserves the right to act immediately and without notice to terminate or suspend the Services and/or to remove from the Services any information transmitted by or to Customer or users, if Comcast determines that such use is prohibited as identified herein, or information does not conform with the requirements set or Comcast reasonably believes that such use or information may violate any laws, regulations, or written and electronic instructions for use. Furthermore, to the extent applicable, Services shall be subject to Comcast's acceptable use policies ("Use Policies") that may limit use. The Use Policies and other security policies concerning the Services are posted on the Website, and are incorporated into this Agreement by reference. Comcast may update the Use Policies from time to time, and such updates shall be deemed effective immediately upon posting, with or without actual notice to Customer. Comcast's action or inaction in enforcing acceptable use shall not constitute review or approval of Customer's or any other users' use or information.

10.2 Privacy Policy. In addition to the provisions of Article 9, Comcast's commercial privacy policy applies to Comcast's handling of Customer confidential information. Comcast's privacy policy is available on the Website.

10.3 Privacy Note Regarding Information Provided to Third Parties. Comcast is not responsible for any information provided by Customer to third parties. Such information is not subject to the privacy provisions of this Agreement. Customer assumes all privacy and other risks associated with providing personally identifiable information to third parties via the Services.

10.4 Prohibition on Resale. Customer may not sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture or as part of any outsourcing activity) the Services or any component thereof.

10.5 Violation. Any breach of this Article 10 shall be deemed a material breach of this Agreement. In the event of such material breach, Comcast shall have the right to restrict, suspend, or terminate immediately any or all Sales Orders, without liability on the part of Comcast, and then to notify Customer of the action that Comcast has taken and the reason for such action, in addition to any and all other rights and remedies under this Agreement.

ARTICLE 11. MISCELLANEOUS TERMS

11.1 Force Majeure. Neither Party (and in the case of Comcast, Comcast affiliates and subsidiaries) shall be liable to the other Party for any delay, failure in performance, loss, or damage to the extent caused by force majeure conditions such as acts of God, fire, explosion, power blackout, cable cut, acts of regulatory or governmental agencies, unavailability of right-of-way or materials, or other causes beyond the Party's reasonable control, except that Customer's obligation to pay for Services provided under the Agreement shall not be excused. Changes in economic, business or competitive condition shall not be considered force majeure events.

11.2 Assignment or Transfer. Customer shall not assign any right, obligation or duty, in whole or in part, nor of any other interest hereunder, without the prior written consent of Comcast, which shall not be unreasonably withheld. All obligations and duties of either Party under this Agreement shall be binding on all successors in interest and assigns of such Party. Nothing herein is intended to limit Comcast's use of third-party consultants and contractors to perform Services under a Sales Order.

11.3 Notices. Any notice sent pursuant to the Agreement shall be deemed given and effective when sent by facsimile (confirmed by first-class mail), or when delivered by overnight express or other express delivery service, in each case as follows: (i) with respect to Customer, to the address set forth on any Sales Order; or (ii) with respect to Comcast, to: Vice President/Enterprise Sales, One Comcast Center, 1701 JFK Blvd., Philadelphia, PA 19103, with a copy to Cable Law Department, One Comcast Center, 50th Floor, 1701 JFK Blvd., Philadelphia, PA 19103. Each Party shall notify the other Party in writing of any changes in its address listed on any Sales Order.

11.4 Entire Understanding. The Agreement, together with any applicable Tariffs, constitutes the entire understanding of the Parties related to the subject matter hereof. The Agreement supersedes all prior agreements, proposals, representations, statements, or understandings, whether written or oral, concerning the Services or the Parties' rights or obligations relating to Services. Any prior representations, promises, inducements, or statements of intent regarding the Services that are not embodied in the Agreement are of no effect. No subsequent agreement among the Parties concerning Service shall be effective or binding unless it is made in writing by authorized representatives of the Parties. Terms or conditions contained in any Sales Order, or restrictive endorsements or other statements on any form of payment, shall be void and of no force or effect.

11.5 Tariffs. Notwithstanding anything to the contrary in the Agreement, Comcast may elect or be required to file with regulatory agencies tariffs for certain Services. In such event, the terms set forth in the Agreement may, under applicable law, be superseded by the terms and conditions of the Tariffs. Without limiting the generality of the foregoing, in the event of any inconsistency with respect to rates, the rates and other terms set forth in the applicable Sales Order shall be treated as individual case based arrangements to the maximum extent permitted by law, and Comcast shall take such steps as are required by law to make the rates and other terms enforceable. If Comcast voluntarily or involuntarily cancels or withdraws a Tariff under which a Service is provided to Customer, the Service will thereafter be provided pursuant to the Agreement and the terms and conditions contained in the Tariff immediately prior to its cancellation or withdrawal. In the event that Comcast is required by a governmental authority to modify a Tariff under which Service is provided to Customer in a manner that is material and adverse to either Party, the affected Party may terminate the applicable Sales Order upon a minimum thirty (30) days' prior written notice to the other Party, without further liability.

11.6 Construction. In the event that any portion of the Agreement is held to be invalid or unenforceable, the Parties shall replace the invalid or unenforceable portion with another provision that, as nearly as possible, reflects the original intention of the Parties, and the remainder of the Agreement shall remain in full force and effect.

11.7 Survival. The rights and obligations of either Party that by their nature would continue beyond the termination or expiration of a Sales Order shall survive termination or expiration of the Sales Order.

11.8 Choice of Law. The domestic law of the state in which the Service is provided shall govern the construction, interpretation, and performance of this Agreement, except to the extent superseded by federal law.

11.9 No Third Party Beneficiaries. This Agreement does not expressly or implicitly provide any third party (including users) with any remedy, claim, liability, reimbursement, cause of action, or other right or privilege.

11.10 Parties' Authority to Contract. The persons whose signatures appear below are duly authorized to enter into the Agreement on behalf of the Parties name therein.

11.11 No Waiver; Etc. No failure by either Party to enforce any right(s) hereunder shall constitute a waiver of such right(s). This Agreement may be executed in counterpart copies.

11.12 Independent Contractors. The Parties to this Agreement are independent contractors. Neither Party is an agent, representative, or partner of the other Party. Neither Party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other Party. This

Agreement shall not be interpreted or construed to create an association, agency, joint venture, or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

11.13 Article Headings. The article headings used herein are for reference only and shall not limit or control any term or provision of this Agreement or the interpretation or construction thereof.

11.14 Compliance with Laws. Each of the Parties agrees to comply with all applicable local, state and federal laws and regulations and ordinances in the performance of its respective obligations under this Agreement.

This roster will be posted to the online agenda packet after the meeting

(This roster is to assist City Council in weighing public opinion on this issue, to assist City Council in conducting the meeting, and generally to promote a fair and orderly hearing.) ****IN ACCORDANCE WITH RULE V(a) OF CITY COUNCIL'S LEGISLATIVE RULES INDIVIDUALS WISHING TO SPEAK ON THIS MATTER WILL BE LIMITED TO 3 MINUTES.**

Tuesday November 15, 2016

SUBJECT: An ordinance on second reading approving the modification of the term of the Master Services Agreement with Comcast Cable Communications Management, LLC, for telecommunications connectivity services

PLEASE PRINT YOUR NAME AND ADDRESS CLEARLY	Phone and/or email	DO YOU FAVOR THE PROJECT?	
NAME:		YES	NO
ADDRESS:			
NAME:		YES	NO
ADDRESS:			
NAME:		YES	NO
ADDRESS:			
NAME:		YES	NO
ADDRESS:			
NAME:		YES	NO
ADDRESS:			
NAME:		YES	NO
ADDRESS:			
NAME:		YES	NO
ADDRESS:			



Staff Communication

File #: Ordinance 25-2016, **Version:** 2

Agenda Date: 11/15/16

Subject:

An ordinance on second reading approving a rezoning and an amended Riverside General Planned Development Plan located at 5000 and a portion of 4900 South Prince Street

Presented By: Andrea Mimnaugh, AICP, Planning Manager

BACKGROUND:

APPLICATION SUMMARY:

Project Name: Platte 56
Application Type: General Planned Development Plan (GPDP) and Rezoning
Location: 5000 South Prince Street and a portion of 4900 South Prince Street
Size of Tract: 3.10 acres (existing) 2.99 acres (final configuration after land swap)
Zoning: PD-C (existing); PD-R (proposed)
Applicant Owner: Jeremy Records, Central Development, L.L.C. Green Leaf Riverside II, L.L.C.
Project Description: Proposal to rezone the remaining vacant parcel within the Riverside GPDP for multi-family residential use at 19 dwelling units per acre.

PROCESS:

- GPDP and Rezoning
(Recommendation by planning commission and approval by city council)
- Preliminary/Final Plat
(Preliminary plat approval by planning commission, final plat approval by city council)
- Site Development Plan
(Administrative)

The city council must base its recommendation on the rezoning and amended GPDP on the consistency of the proposed rezoning with the relevant goals and policies of the Citywide Plan, the Centennial Neighborhood Plan and the criteria for GPDP with a PD-R designation.

Following the GPDP and rezoning, the applicant's next step in the development review process is preliminary and final plat. The purpose of platting is to establish lots, easements and street alignment. Technical issues such as drainage, grading and utilities are also dealt with during preliminary and final plat. Site development plan is the final step that provides site plan details, including review of design guidelines and landscaping.

LOCATION:



Figure 1.
Vicinity Map

The site is located near the intersection of West Belleview Avenue and South Prince Street, north of the Walgreens Pharmacy and south of the Riverside Apartments.



Figure 2.
Street View of Subject Property
with Riverside Apartments in the Background

BACKGROUND:

The 3.10 acre site is the remaining vacant property within the Riverside Planned Development Plan that includes Riverside Apartments and Walgreens. The Riverside PD Plan was approved by council in 1983 for residential and commercial uses on three parcels: multi-family dwelling units on the north, and commercial uses on the properties to the south, as shown in Figure 3. Following approval of the PD, the apartments were built in 1997 and Walgreens was built in 2004. The remaining parcel at the center of the PD Plan is undeveloped.

The property is within the Centennial Neighborhood of the comprehensive plan. The Mary Carter Greenway and the South Platte River are located along the eastern edge of the property, and commercial uses are adjacent to the site along the west side of the property.

The parcel is owned by the owner of the apartment complex to the north. If the PD plan is approved, there are minor property line adjustments that would need to be approved in conjunction with the major subdivision application. The final acreage after the property line adjustment would be 2.99 acres.

Project Description:

The project proposes rezoning the undeveloped property within the Riverside GPDP from PD-C to PD-R, as shown in Figure 3, below. Additionally, the project proposes zoning, site and design standards for future development of the site.



Figure 3.
Proposed Rezoning of the Vacant 3.1-acre Site within the Riverside
General Planned Development Plan

Site Design and Design Standards

The proposed zoning for Platte 56 is up to 19 dwelling units per acre with a maximum of 56 townhomes . Setbacks are established for the perimeter of the site, as shown in Figure 4. The buildings are proposed to be three stories and four stories tall with a maximum height of up to 52 feet The proposal requires units adjacent to South Prince Street to face the street, and units adjacent to the greenway and river to face the river, each with a private patio.

Vehicle access to the site is proposed from South Prince Street. A private driveway is planned and will provide access to garages. The proposed site design and design standards for the project, as shown on the cover sheet of the GPDP plan set, include a requirement to use colored scored-concrete for the private driveway and frosted garage doors to help create interest and a sense of place within the driveway area.

The proposed architectural style is “Ball Park.” The applicant states that the inspiration is drawn from iconic ball parks such as Coors Field in Denver. The proposed design standards require each unit to have “four-sided architecture,” meaning the same building materials used on the fronts and sides of the units will be utilized at the rear of the building. Architectural features proposed for the design of the buildings include bay windows, eyebrow roof over select windows and parapet elements. Additionally, the standards propose that the design of the units will incorporate ground-level covered porches, balconies, and third- and fourth-story rooftop decks. Landscaping is proposed throughout the project.

The rear of the property abuts the Mary Carter Greenway and the Platte River. The proposal is to require units to be oriented towards the Greenway and include ground-level covered patios. In addition, there will be at least two pedestrian connections from the interior of the site to the greenway and river to provide access for all residents.

The proposal is to require a minimum of 25 percent unobstructed open space.

Zoning Requirements

Table 1 compares the zoning requirements under the existing GPDP with the proposed GPDP amendment:

**Table 1.
Comparison of existing zoning requirements under PD-C zoning
with Proposed PD-R zoning**

	Existing PD-C Zoning Riverside Amended GPDP	Proposed PD-R Platte 56 GPDP
Uses	Mix of commercial uses per Riverside General Planned Development Plan	Multi-family dwelling units and accessory uses.
Floor Area Ratio	3:1 maximum	NA
Net Density	NA	Up to 19 dwelling units per acre
Maximum Number of Dwelling Units for this GPDP	NA	56
Building setbacks at perimeter of the overall site	None	West: 7.5 feet North: 5 feet East: 8 feet South: 10 feet
Building setbacks within individual lots	None, except 30-foot site triangle for intersection of two public streets	None
Parking Ratios	Per zoning code	Residences: 2 spaces per unit; Guest parking: .28 spaces per unit
Unobstructed Open Space	65%	25%

Maximum Building Height	None, except for 30-foot maximum for structures within 150 feet of single family residential	4-story units: up to 52 feet 3-story units: up to 48 feet
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Traffic Generated by the Proposed Development

A traffic impact study prepared by Aldridge Transportation Consultants estimates weekday vehicle trip generation to be 331. The study also estimates AM and PM peak hours to generate 25 and 30 trips, respectively. Traffic impacts are addressed in the analysis section under GPDP criterion #5.

Drainage

The conceptual drainage plan contemplates the use of two water quality ponds to collect the flows prior to water being released to a private stormwater pipe within the property. The pipe will make connection to a public stormwater on the Walgreens property to the south. The drainage plan will be further evaluated and require engineering approval as a part of the subdivision process.

STAFF ANALYSIS:

Zoning Map Amendments

Section 10-12-2 of the city's zoning ordinance provides limitations on amendments to the official zoning map. The pertinent criterion of this section regarding minimum requirements for freestanding zone districts follows:

10-12-2 (A) Except as may be exempted in subsection (C) of this section, no amendment to the official zoning map shall be approved which creates a freestanding zone district of less than one hundred eight thousand (180,000) square feet. For the purpose of determining the size of an area to establish compliance with this limitation, there shall be included with the subject parcel the following:

- 1. The area of public rights of way lying within the boundaries of the parcel proposed for rezoning; and**
- 2. The area of land within the city which is contiguous to the subject parcel and which bears the same or lower zone district classification than is proposed, provided the lower zone district has the same letter district designation.**
- 3. Contiguity, as applied in this subsection (A) shall not be affected by the existence of a street, alley or other public right of way.**

The subject property consists of 3.1 acres. Together with the 10-acre Riverside Apartments to the north, the resulting PD-R zone district would be 13.1 acres. This exceeds the minimum 180,000 square feet, or 4.1 acre requirement. The remaining property within the GPDP zoned PD-C is 2.4 acres and meets the minimum 4.1 acre size requirement because it is contiguous to the 20+ acre PD-C zone across Bellevue that includes the Riverside Downs Shopping Center.

For purposes of amending the official zoning map, section 10-1-6(B) requires that zoning district boundaries be extended to the centerline of adjacent streets. Thus, the rezoning area for the project encompasses a portion of South Prince Street and totals 3.308 acres, as shown on the zoning map on Sheet 7 of the GPDP plan set.

Consistency with the Comprehensive Plan

Section 10-12-1 of the city's zoning ordinance requires that a rezoning be consistent with the goals and policies of the comprehensive plan and promote the general welfare of the community. The applicable components of the comprehensive plan for the proposed Platte 56 project are the Citywide Plan and the Centennial Neighborhood Plan. The staff analysis is as follows:

CITYWIDE PLAN

VISION FOR THE FUTURE OF LITTLETON

Littleton will:

- **Value livability, diversity, and progress**
- **Value the importance of its citizens and its natural resources**
- **Strive for sustainability in economic, environmental, and social decisions**
- **Raise the bar to increase the quality of community and economic development**

The property has remained undeveloped for over 20 years since the approval of Riverside GPDP and PD-C zoning that required commercial uses on the site. The proposed PD-R rezoning and amended GPDP for the Platte 56 is consistent with the city's vision for its future in that it takes advantage of adjacent amenities, including the river and pedestrian / bicycle trail, and nearby retail uses within walking distance. Further,

- Platte 56 will provide a high-density residential environment that is highly livable and distinct from other housing in the area, adding to the diversity of the city's housing stock and representing the city's progress toward meeting the vision, goals, and policies of its comprehensive plan. Platte 56 will provide a housing alternative for both existing and new Littleton residents who desire a low maintenance alternative in a convenient and highly desirable location;
- Platte 56 values the city's residents by providing a desired housing alternative and its location values the river, the city's most unique and valuable natural resource;
- Platte 56's density, walkability, and use of existing infrastructure respect and help achieve the city's vision of economic and environmental sustainability; and
- The location and design of Platte 56 raises the bar on the quality of community development.

Goal 1: A Dynamic Littleton Foster a vibrant and evolving community.

Policy 1.1 Generate more opportunities for residents to live, shop, and play where they work and to work, shop, and play where they live.

The location of Platte 56 is within easy walking distance of shopping and the river, to employment centers in Littleton, and proximity to the regional light rail system, thus generating more opportunities for its residents to live, shop, and play in one location.

Policy 1.6 Encourage housing that responds to changing demands in the local housing market, allows every generation and income group to call Littleton home, and is otherwise consistent with this plan.

By providing a distinct housing product in a unique location, Platte 56 is consistent with this policy. Geared to residents who prefer fewer maintenance responsibilities, the proposed development helps meet today's changing housing demands and provides alternatives for current and new Littleton residents; individuals and families who prefer to remain in the city but wish to find an alternative to a single-family house and prefer to live near a major recreational resource and within easy walking distance to shopping.

Goal 2: An Outdoor Littleton

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

Policy 2.1 Treat the South Platte River and its tributaries as one of the city's most important assets.

b. Beyond the areas categorized as the most important natural areas and wildlife habitats, identify locations adjacent to the river that are appropriate for enlivening urban land uses. For example, consider restaurants and outside dining, multiple-unit housing, outdoor-related retailers, bicycle and rollerblade rentals, and other activities for people of all ages and with a diversity of interests.

Multiple-unit housing adjacent to the river and with access to the trail, Platte 56, along with the apartments to its north, provides activation to this area along the Mary Carter Greenway.

Policy 2.3 Encourage inviting outdoor activity and gathering places in new developments.

Platte 56 proposes to have open space areas along the perimeter of the project and landscaping throughout the site. Additionally, the colored patterned concrete driveway and use of frosted glass garage doors provides the opportunity for residents to be outside and interact with one another and, thus, to foster a stronger sense of community within the development itself.

Goal 3: A Connected Littleton

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

Policy 3.2 Increase the walkability of neighborhoods and develop an inviting citywide pedestrian network.

Platte 56 is linked to the pedestrian/bicycle trail along the river and to the city's internal pedestrian and bicycle system, thus increasing its walkability and adding to the citywide pedestrian network.

Goal 4: A distinctive Littleton

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

Policy 4.1 Build upon the assets that are unique to Littleton, such as the Platte River and its adjoining natural areas and Littleton's history, schools, neighborhoods, cultural facilities, and public image.

Policy 4.3 Encourage high quality design, architecture, landscape architecture, and public art throughout Littleton.

The property has been vacant since the approval of the River Side GPDP over 20 years ago. Its location on a local dead-end street combined with its lack of visibility from Belleview has impeded its development for commercial uses. As a residential development, Platte 56 takes advantage of its adjacency to the river and the trail and its proximity to the city's historic downtown, two of the assets that make Littleton an authentic and distinctive community. Additionally, Platte 56 is committed to high-quality architecture and well-planned landscaping. Together, these characteristics of Platte 56 make it consistent with this goal and its related policies.

CENTENNIAL NEIGHBORHOOD PLAN

LAND USE POLICY 3: That any development proposal be carefully scrutinized to assure adequate buffering and compatibility between residential and commercial neighborhoods.

The proposal provides a layout for a close-knit residential development for neighbors to know neighbors, as well as a good transition between the apartments to the north and the commercial uses to the south and west.

It appears the proposal is compatible with the applicable goals of the Centennial Neighborhood Plan and the Citywide Plan.

10-2-23(A): Intent: The Planned Development (PD) District is hereby created to promote the public health, safety, and general welfare by allowing more flexible development based upon a comprehensive, integrated plan.

10-2-23(B): Application and Intent: Further, in the application of this section it is the intent of the city council to:

- 1. Encourage more creative and effective use of land and public or private services, and to accommodate changes in land development technology so that the resulting economies benefit the community.**

The community will benefit from additional new housing close to employment opportunities, retail, restaurants, and transit, reducing vehicle trips and encouraging walkability.

- 2. Encourage innovation and efficiency in residential development to meet the growing demands for housing of all types and designs for persons of any social or economic status.**

The proposal will provide an opportunity to construct homes that take advantage of recent innovations in housing design that are in demand in today's market. In addition, the development will make use of existing utility lines, streets and other public improvements, which is an efficient use of public infrastructure.

- 3. Encourage innovative development or redevelopment of all land uses to meet the contemporary needs of the community by providing for a greater variety and mix of uses including those which may coexist on the same parcel or within the same building as shown on an approved general PD Plan.**

The proposed townhomes take advantage of proximity to the Mary Carter Greenway and the Platte River by providing private open space that fronts the greenway and river, and creating pedestrian access to the greenway for all residents of the development. Further, the internal driveway will be enhanced by the use of colored patterned concrete on the drive surface and frosted glass garage doors for all units. The proposal to create a site design together with the architectural design, as described in the project description, above, will appeal to a demographic looking for an urban design together with a low maintenance property.

- 4. Provide a process, which relates the design and development of a site to the particular characteristics of the site.**

The salient characteristic of this site is its proximity to the Mary Carter Greenway and the Platte River. The proposal will orient the development of the site to provide private open space for units that front on the river and pedestrian access for all residents of the development.

- 5. Require that the nature and intensity of development be supported by adequate utilities, transportation network, drainage systems, and open space to serve the development, and to minimize impacts on adjacent existing and future development.**

Utilities, Transportation Network, Drainage

The proposed development is an infill site and as such, makes use of existing infrastructure, including streets and utilities.

The conceptual drainage plan contemplates the use of a private storm water line that will connect into a public line at the property line with the adjacent property to the south. The drainage plan will be further evaluated and require engineering approval as a part of the subdivision process.

Open Space

The GPDP amendment proposes a minimum of 25 percent unobstructed open space within the development. Access to the Mary Carter Greenway and Platte River will also serve the residents of the development.

A comparison of the open space provided at the Riverside Apartments (51%) to the proposed Platte 56 (25%) underscores the fact that Platte 56 is an urban-style development in which amenities such as shared open space and pools are traded for a high quality of design, in terms of architectural style, the use of scored, colored concrete in the private access drives, and the use of frosted garage doors for all units. Other amenities are the

proposed private patios and decks. The project's location adjacent to the greenway and river gives easy access to one of the city's greatest amenities, and a safe route to walk or bike to downtown and employment opportunities.

Impacts to Adjacent Properties

Figure 4 shows how the illustrative plan, included in the proposed GPDP, will fit along the 4900-5000 block of South Prince Street.



Figure 4.
Platte 56 in context of the surrounding area

Impacts and Compatibility to Adjacent Commercial Uses

Retail development is located directly south of the property and across South Prince Street to the west. South Prince Street has a relatively low traffic count because it dead ends at the entrance to the Riverside Apartments. The impact of an additional 331 vehicle trips per day will be minimal in that the additional traffic will not impede access to the commercial properties, and parking for Platte 56 is contained onsite.

Impacts and Compatibility to Riverside Apartments

The entrance to the Riverside Apartments is at the end of the street where South Prince Street dead-ends. As such, traffic generated by Platte 56 will not be increased immediately adjacent to the project, as vehicles will turn into the Platte 56 development before reaching the apartment complex.

Table 2, below, provides a comparison of the zoning requirements between Platte 56 and the Riverside Apartments.

Table 2.
Comparison of zoning requirements
Riverside Apartments and Platte 56

	Riverside Apartments	Platte 56
--	----------------------	-----------

Size of Property	10.48 acres	2.99 acres
Density	23 du/acre	19 du/ac
Number of Dwelling Units	248 dwelling units	Up to 56
Setbacks	20 feet to ROW 5 feet side and rear 15 feet min. separation between buildings	West: 7.5 feet North: 5 feet East: 8 feet South: 10 feet
Building Height	45 feet	4-story units: 52 feet 3-story units: 48 feet
Parking ratio	1.5 : 1	2.28 : 1
Unobstructed Open Space	51%	25%

The comparison shows that zoning requirements are similar between the two developments with respect to density, setbacks and height. The lower percentage of open space for Platte 56 is addressed above.

Overall, the addition of the Platte 56 townhomes appears to be a compatible transition use between the commercial uses along Belleview and the apartment complex to the north and not impose negative impacts on existing uses. Additionally, the site design and architectural style proposed enhances the sense of place along South Prince Street.

6. Encourage development that is consistent with the policies and guidelines established in the adopted Comprehensive Plan for the area and the City.

It appears the proposal is consistent with the policies and guidelines of the Citywide Plan and Centennial Neighborhood Plan.

10-2-23(C): Land uses: The land uses, listed below, together with accessory uses customarily associated with such principal uses, shall be allowed only if the uses are specifically stated on the approved general PD Plan . . . Land uses permitted for [PD-R are]: (a) Single-family dwelling units; (b) Multiple-family dwelling units; (c) Any combination of the above; and (d) Non-residential uses, including, but not limited to, churches, schools or recreational facilities.

The proposal is for multi-family uses together with accessory uses commonly permitted per the zoning code. The proposal is consistent with this criterion.

NEIGHBORHOOD OUTREACH:

During the spring of 2016, the applicant reached out to adjacent property owners that reside out of state to discuss the project.

On September 17, 2016, the applicant held a neighborhood meeting to discuss the proposed development.

PLANNING COMMISSION RECOMMENDATION

On October 24, 2016, the planning commission reviewed the proposed rezoning and GDPD. The commission voted 4-2 to forward a recommendation of conditional approval to council. The conditions are as follows:

1. That the Site Development and Design Standards, Paragraph A of the Amended Riverside General Planned Development Plan be revised from “Developer” to “City.”
2. That all the units in the development will be 3 stories with the exception of access portals to deck units that could be up to 52 feet specifically for the access portal.

PB Resolution No. 22-2016 reflects the planning commission’s recommendation.

The intent of Condition number 2, above, requires a clarification of the language in the proposed GPDP. As such, if Council agrees with this recommended condition, staff suggests that the proposed GPDP be modified as follows:

ZONING COMPARISION CHART

(EXCERPT)

	EXISITNG RIVERSIDE GPDP AMENDMEND PD-C ZONE	PROPOSED RIVERSIDE GPDP 2 ND AMENDMENT PD- R ZONE
BUILDING HEIGHT	30’ MAX. FOR STRUCTURES WITHIN 150’ OF SINGLE FAMILY RESIDENTIAL	4-STORY UNITS: 52’ MAX. HEIGHT TO TOP OF ROOF. 3-STORY UNITS WITH ACCESS PORTALS TO DECK: 52’ 3-STORY UNITS: 48’ MAX, HEIGHT TO TOP OF ROOF

SITE DEVELOPMENT AND DESIGN STANDARDS

A. BUILDING HEIGHT:

- B. THE MAXIMUM ALLOWED HEIGHT FOR A 3-STORY STRUCTURE SHALL BE 48’FROM FINISHED GRADE TO TOP OF ROOF RIDGE, **WITH THE EXCEPTION OF ACCESS PORTALS TO DECK UNITS THAT COULD BE UP TO 52 FEET SPECIFICALLY FOR THE ACCESS PORTAL.** THE MAXIMUM ALLOWED HEIGHT FOR A 4-STORY STRUCTURE (INCLUDING A 3-STORY UNIT WITH A 4TH STORY ROOF DECK) SHALL BE 52’ FROM FINISHED GRADE TO TOP OF ROOF RIDGE. ANY VARIATION FROM THIS MAXIMUM REQUIRES REVIEW AND APPROVAL BY THE DEVELOPER **CITY**.

Ordinance 25-2016 approving the proposed GPDP amendment and rezoning includes the above modifications to the plan set as conditions of approval.

STAFF RECOMMENDATION:

Staff finds that the proposed rezoning meets the minimum size requirement for a zoning district and the GPDP complies with the pertinent goals and policies of the city's comprehensive plan, promotes the general welfare of the community and meets the intent of a planned development district and recommends approval with the following conditions:

1. That the Site Development and Design Standards, Paragraph A of the Amended Riverside General Planned Development Plan be revised from "Developer" to "City."
2. That all the units in the development will be 3 stories with the exception of access portals to deck units that could be up to 52 feet specifically for the access portal, as set forth in Ordinance 25-2016.

Ordinance 25-2016 includes the above conditions of approval.

PROPOSED MOTION:

I move to approve on second reading the ordinance approving the rezoning and general planned development plan for Platte 56.

CITY OF LITTLETON, COLORADO

ORDINANCE NO. 25

Series, 2016

INTRODUCED BY COUNCIL MEMBERS: _____

**AN ORDINANCE OF THE CITY OF LITTLETON,
COLORADO, APPROVING THE REZONING AND
AMENDED RIVERSIDE GENERAL PLANNED
DEVELOPMENT PLAN**

WHEREAS, the planning commission held a public hearing on October 24, 2016 to consider a proposal to approve a rezoning from PD-C (Planned Development-Commercial) to PD-R (Planned Development-Residential) and an amended general planned development plan for the Riverside General Planned Development Plan, located at 5000 and a portion of 4900 South Prince Street, more specifically described in Exhibit "A", which is attached hereto and made a part hereof by this reference;

WHEREAS, at the public hearing, the planning commission voted to recommend the city council approve the proposed rezoning and amended general planned development plan; and

WHEREAS, the city council considered evidence and testimony concerning the proposed rezoning and amended general planned development plan at a public hearing;

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

Section 1: The city council finds that the proposed rezoning of a portion of the Riverside General Planned Development Plan, located at 5000 and a portion of 4900 South Prince Street, described on the attached Exhibit "A", meets the criteria set forth in Section 10-12-1 of the Littleton City Code in that the rezoning is consistent with the goals and policies of the comprehensive plan and promotes the general welfare of the community.

Section 2: The city council further finds that approval of the proposed amended general planned development plan conforms to the stated intent of the planned development district as specified in sections 10-2-23(A), (B) and (C) of the city code with the following conditions:

1. That the Zoning Comparison Chart and the Site Development and Design Standards, Paragraph A of the Amended Riverside General Planned Development Plan be amended as follows:

ZONING COMPARISON CHART
(EXCERPT)

	EXISTING RIVERSIDE GPDP AMENDMENT PD-C ZONE	PROPOSED RIVERSIDE GPDP 2 ND AMENDMENT PD-R ZONE
BUILDING HEIGHT	30' MAX. FOR STRUCTURES WITHIN 150' OF SINGLE FAMILY RESIDENTIAL	4-STORY UNITS: 52' MAX. HEIGHT TO TOP OF ROOF. 3-STORY UNITS WITH ACCESS PORTALS TO DECK: 52' 3-STORY UNITS: 48' MAX, HEIGHT TO TOP OF ROOF

SITE DEVELOPMENT AND DESIGN STANDARDS

A. BUILDING HEIGHT:

- B. THE MAXIMUM ALLOWED HEIGHT FOR A 3-STORY STRUCTURE SHALL BE 48' FROM FINISHED GRADE TO TOP OF ROOF RIDGE, **WITH THE EXCEPTION OF ACCESS PORTALS TO DECK UNITS THAT COULD BE UP TO 52 FEET SPECIFICALLY FOR THE ACCESS PORTAL.** ~~THE MAXIMUM ALLOWED HEIGHT FOR A 4-STORY STRUCTURE (INCLUDING A 3-STORY UNIT WITH A 4TH-STORY ROOF DECK) SHALL BE 52' FROM FINISHED GRADE TO TOP OF ROOF RIDGE.~~ ANY VARIATION FROM THIS MAXIMUM REQUIRES REVIEW AND APPROVAL BY THE ~~DEVELOPER~~ **CITY**.

Section 3: The city council hereby approves the rezoning and amended general planned development plan for the Riverside General Planned Development Plan.

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

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

INTRODUCED, AS A BILL at the regularly scheduled meeting of the city council of the of the City of Littleton, Colorado, on the 1st day of November, passed on first reading by a vote of 7 FOR and 0 AGAINST; and ordered published by posting at the Littleton Center, Bemis Library,

the Municipal Courthouse and on the City of Littleton Website.

PUBLIC HEARING on the Ordinance to take place on the 15th day of November, 2016, in the Council Chamber, Littleton Center, 2255 West Berry Avenue, Littleton, Colorado, at the hour of 6:30 p.m., or as soon as it may be heard.

PASSED on second and final reading, following public hearing, by a vote of _____FOR and _____AGAINST on the 15th day of November, 2016 and ordered published by posting at the Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

ATTEST:

Wendy Heffner
CITY CLERK

Bruce O. Beckman
MAYOR

APPROVED AS TO FORM:

Kenneth S. Fellman
ACTING CITY ATTORNEY

Legal Description of Property to be Rezoned
from PD-C to PD-R

TRACTS B AND D, BLOCK 1, RIVER SIDE, A PLANNED DEVELOPMENT, AS SET FORTH ON THE PLAT RECORDED JUNE 19, 1986 IN PLAT BOOK 90, PAGE 48, EXCEPT THAT PORTION CONVEYED IN DEED RECORDED APRIL 13, 2004 AT RECEPTION NO. B4065836, COUNTY OF ARAPAHOE, STATE OF COLORADO,

TOGETHER WITH A PORTION OF ADJACENT RIGHT-OF-WAY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF SAID PORTION OF TRACT D;

THENCE ALONG THE BOUNDARIES OF SAID TRACT B AND D, THE FOLLOWING SIX (6) COURSES;

1. NORTH 47°16'53" EAST, A DISTANCE OF 111.91 FEET;
2. SOUTH 89°53'40" EAST, A DISTANCE OF 163.70 FEET;
3. SOUTH 00°08'47" EAST, A DISTANCE OF 33.98 FEET;

4. SOUTH 88°41'40" EAST, A DISTANCE OF 93.57 FEET;
5. SOUTH 46°09'54" EAST, A DISTANCE OF 70.92 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 715.68 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 69°29'50" EAST;
6. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°55'12", AN ARC LENGTH OF 398.71 FEET TO THE NORTHEAST QUARTER OF SAID PORTION CONVEYED IN DEED RECORDED APRIL 13, 2004 AT RECEPTION NO. B4065836;

THENCE, ALONG THE NORTHERLY BOUNDARY OF SAID PORTION, THE FOLLOWING THREE (3) COURSES;

1. SOUTH 86°40'10" WEST, A DISTANCE OF 124.20 FEET;
2. NORTH 69°10'52" WEST, A DISTANCE OF 54.20 FEET;
3. NORTH 59°10'55" WEST, A DISTANCE OF 149.71 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID TRACT D;

THENCE NORTH 89°34'00" WEST, A DISTANCE OF 30.00 FEET;

THENCE NORTH 00°26'00" EAST, A DISTANCE OF 306.06 FEET TO A POINT ON SAID WESTERLY BOUNDARY OF TRACT D;

THENCE NORTH 76°23'40" WEST, ALONG SAID WESTERLY BOUNDARY, A DISTANCE OF 29.44 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 3.308 ACRES, (144,088 SQUARE FEET), MORE OR LESS.

Legal Description of Amended General Planned Development Plan

PORTIONS OF TRACTS B AND D, BLOCK 1, AND TRACT B, BLOCK 2, RIVER SIDE, A PLANNED DEVELOPMENT, AS SET FORTH ON THE PLAT RECORDED JUNE 19, 1986 IN PLAT BOOK 90, PAGE 48, EXCEPT THAT PORTION CONVEYED IN DEED RECORDED APRIL 13, 2004 AT RECEPTION NO. B4065836, COUNTY OF ARAPAHOE, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHEAST CORNER OF SAID TRACT B, BLOCK 1, BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 715.68 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 69°29'50" EAST;

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THENCE NORTH 59°10'55" WEST, A DISTANCE OF 149.71 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID TRACT D, BLOCK ONE;

THENCE, ALONG TSAID WESTERLY BOUNDARY, THE FOLLOWING TWO (2) COURSES;

1. NORTH 00°26'00" EAST, A DISTANCE OF 299.04 FEET;
2. NORTH 76°23'40" WEST, A DISTANCE OF 8.57 FEET;

THENCE THE FOLLOWING SIX (6) COURSES;

1. NORTH 02°16'57" EAST, A DISTANCE OF 9.31 FEET;
2. SOUTH 89°34'00" EAST, A DISTANCE OF 8.04 FEET;
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4. NORTH 22°53'16" EAST, A DISTANCE OF 47.35 FEET;
5. SOUTH 89°41'52" EAST, A DISTANCE OF 245.78 FEET;
6. SOUTH 46°09'54" EAST, A DISTANCE OF 93.92 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 2.998 ACRES, (130,572 SQUARE FEET), MORE OR LESS.

Exhibit A

Legal Description

A PARCEL OF LAND BEING A PART OF THE NW ¼ OF THE NE ¼ OF SECTION 29, TOWNSHIP 5 SOUTH; RANGE 68, WEST OF THE 6TH P.M., COUNTY OF ARAPAHOE, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LEGAL DESCRIPTION: (FROM TRUSTEE'S DEED, BOOK 4545, PAGE 209 ARAPAHOE COUNTY RECORDS):

A TRACT OF LAND IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER, SECTION 29, TOWNSHIP 5 SOUTH, RANGE 68 WEST, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT WHICH IS 1312 FEET SOUTH AND 364 FEET EAST OF THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE EAST 571.5 FEET TO THE NORTHWESTERLY LINE OF THE COUNTY ROAD; THENCE WEST 645.5 FEET; THENCE SOUTH 323 FEET TO THE TRUE POINT OF BEGINNING, KNOWN AS 6885 SOUTH SANTA FE DRIVE, LITTLETON, COLORADO.

Ordinance No. 25
Series of 2016
Page 6

EXCEPT PARCEL CONVEYED TO COLORADO DEPARTMENT OF TRANSPORTATION AT THE SOUTHEAST CORNER OF THE PARCEL.

BASIS FOR BEARINGS:

THE WEST RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE BEARS S09°37'00"W PER THE BOUNDARY ADJUSTMENT PLAT, RECEPTION NO. D3110613, ARAPAHOE COUNTY RECORDS. ALL MONUMENTS EXIST AS SHOWN HEREON.

CITY OF LITTLETON, COLORADO

PB Resolution No. 22-2016

Series, 2016

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LITTLETON, COLORADO, APPROVING A REZONING OF PROPERTY FROM PD-C TO PD-R AND AN AMENDMENT TO A GENERAL PLANNED DEVELOPMENT PLAN FOR PROPERTY KNOWN AS 5000 SOUTH PRINCE STREET AND A PORTION OF A PROPERTY KNOWN AS 4900 SOUTH PRINCE STREET

WHEREAS, the Planning Commission of the City of Littleton, Colorado, held a public hearing at its regular meeting of October 24, 2016 to consider a rezoning from PD-C to PD-R and an amendment to the River Side General Planned Development Plan for property located at 4900 and 5000 South Prince Street, and more specifically described in Exhibit A, which is attached hereto and made a part hereof by this reference; and

WHEREAS, the planning commission considered evidence and testimony concerning the proposed amended general planned development plan and rezoning;

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

Section 1. The planning commission finds that the proposed rezoning of the property known as Tracts B and D, Block 1, River Side Subdivision, as further described on the attached Exhibit "A", meets the criteria set forth in Section 10-12-1 of the city code in that the rezoning is consistent with the goals and policies of the comprehensive plan and promotes the general welfare of the community.

Section 2. The planning commission finds that the amended general planned development plan conforms to the development standards of the general planned development plan criteria as specified in section 10-2-23(A), (B) and (C) of the city code, with the following conditions of approval:

1. That the Site Development and Design Standards, Paragraph A of the Amended Riverside General Planned Development Plan be revised from "Developer" to "City."
2. That all the units in the development will be 3-stories with the exception of access portals to deck units that could be up to 52 feet specifically for the access portal.

INTRODUCED, READ AND ADOPTED at a regularly scheduled meeting of the Planning Commission of the City of Littleton, Colorado, on the 24th day of October, 2016, at 6:30 p.m. at the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado by the following

Resolution No. 22-2016

Page 2 of 4

45 vote: 6-0.

46

47 ATTEST: DocuSigned by:

48 Denise Ciernia

49 D03BC259132D426...

50 Denise Ciernia

51 RECORDING SECRETARY

52

53 APPROVED AS TO FORM: DocuSigned by:

54 Brandon Dittman

55 D6D26CC639404B0...

56 Kenneth S. Fellman Brandon M. Dittman for Kenneth S. Fellman

57 ACTING CITY ATTORNEY

58

DocuSigned by:

Karina Elrod

C8DBF2F28A91481...

Karina Elrod

CHAIR

EXHIBIT "A"

Legal Description of Area to be Rezoned from PD-C to PD-R

TRACTS B AND D, BLOCK 1, RIVER SIDE, A PLANNED DEVELOPMENT, AS SET FORTH ON THE PLAT RECORDED JUNE 19, 1986 IN PLAT BOOK 90, PAGE 48, EXCEPT THAT PORTION CONVEYED IN DEED RECORDED APRIL 13, 2004 AT RECEPTION NO. B4065836, COUNTY OF ARAPAHOE, STATE OF COLORADO,

TOGETHER WITH A PORTION OF ADJACENT RIGHT-OF-WAY, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF SAID PORTION OF TRACT D;

THENCE ALONG THE BOUNDARIES OF SAID TRACT B AND D, THE FOLLOWING SIX (6) COURSES;

1. NORTH 47°16'53" EAST, A DISTANCE OF 111.91 FEET;
2. SOUTH 89°53'40" EAST, A DISTANCE OF 163.70 FEET;
3. SOUTH 00°08'47" EAST, A DISTANCE OF 33.98 FEET;
4. SOUTH 88°41'40" EAST, A DISTANCE OF 93.57 FEET;
5. SOUTH 46°09'54" EAST, A DISTANCE OF 70.92 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 715.68 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 69°29'50" EAST;
6. SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°55'12", AN ARC LENGTH OF 398.71 FEET TO THE NORTHEAST QUARTER OF SAID PORTION CONVEYED IN DEED RECORDED APRIL 13, 2004 AT RECEPTION NO. B4065836;

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3. NORTH 59°10'55" WEST, A DISTANCE OF 149.71 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID TRACT D;

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THENCE NORTH 00°26'00" EAST, A DISTANCE OF 306.06 FEET TO A POINT ON SAID WESTERLY BOUNDARY OF TRACT D;

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CONTAINING AN AREA OF 3.308 ACRES, (144,088 SQUARE FEET), MORE OR LESS.

Resolution No. 22-2016

Page 4 of 4

Legal Description of 2nd Amendment to the Riverside Amended
General Planned Development Plan

PORTIONS OF TRACTS B AND D, BLOCK 1, AND TRACT B, BLOCK 2, RIVER SIDE, A PLANNED DEVELOPMENT, AS SET FORTH ON THE PLAT RECORDED JUNE 19, 1986 IN PLAT BOOK 90, PAGE 48, EXCEPT THAT PORTION CONVEYED IN DEED RECORDED APRIL 13, 2004 AT RECEPTION NO. B4065836, COUNTY OF ARAPAHOE, STATE OF COLORADO; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

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5. SOUTH 89°41'52" EAST, A DISTANCE OF 245.78 FEET;

6. SOUTH 46°09'54" EAST, A DISTANCE OF 93.92 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 2.998 ACRES, (130,572 SQUARE FEET), MORE OR LESS.

City of Littleton

Staff Use Only

FEE \$

CASE NUMBER:

CASE PLANNER:

Rezoning (Official Zoning Map Amendment) OFFICIAL APPLICATION FORM

- Applicant's submitting applications for the initial review shall submit directly to the Planning and Zoning Division in Community Development.

Project Name: Riverside Townhomes

Pre-application Meeting Date: 1/27/16

Property Address or General Location: 4957 Prince St

Parcel Number (if existing at this time): Tract B & D of 2077-08-4-11-005

Size of Parcel in Acres: 3.308

Applicant Information:

Name (print): Jeremy Records Central Development

Contact (if different):

Mailing Address: 1660 S. Albion St Suite 200

City, State, Zip: Denver, CO 80222 Phone: 303 628-0200 x106

Cell: 303 919-0483, Fax: 303 628-0201 E-mail: jeremy@CentralDevelopment.com

Signature:

Title: Manager

Date: 3/22/16

Is the applicant (above) the owner of the property? Yes No (Check one)

If no, please provide a typed sheet listing the property owners names with addresses and phone numbers.

ATTACH a signed and notarized statement from the owner stating that there is no objection to the application and that the applicant is authorized to act on behalf of the owner with respect to the above application type as stated in the City code

Is there a mortgage on the property? Yes No (Check one)

If yes, the applicant shall mail notice to the mortgage holder (s), if any, which summarizes the proposed zoning matter and includes the name, phone number of the City employee in charge of reviewing the matter.

Said notice shall be sent by registered mail, return receipt requested. A copy of the notice and the original returned receipt shall be attached to the application.

Revised
October 2012



GREEN LEAF

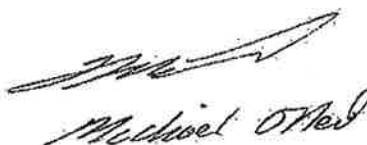
PARTNERS

March 9, 2016

Ms. Anastasia Urban
Development Services Manager
Department of Community Development
2255 W Berry Ave
Littleton, CO 80120

**PUD AMENDMENT, SITE DEVELOPMENT PLAN, AND RE-PLAT AUTHORIZATION FOR TRACTS B AND D,
BLOCK 1, RIVER SIDE**

Green Leaf Riverside II, LLC ("Green Leaf") as fee title owner of Tracts B and D, Block 1, River Side, Littleton, Colorado (the "Property"), hereby authorizes Jeremy Records with Central Development to act on behalf of Green Leaf in processing the PUD Amendment, Site Development Plan, and Re-Plat relating to the Property. Please feel free to contact me should you have any questions regarding this authorization.



Owner - Green Leaf Riverside II



October 10, 2016

Ms. Andrea Mimnaugh
Planning Manager
Community Development – Littleton
2255 W Berry Ave
Littleton, CO 80120

RE: Letter of Intent

To Andrea,

Central Development is seeking to modify the zoning of a site located at 5000 South Prince Street. The site is currently zoned PUD-C. We are seeking a change to PUD-R to allow the development of a 56 unit town home project. The Intent of the amendment is to change the zoning.

Some drainage, grading, and utility work will need to be constructed off site and we have cooperation from Walgreens to the South, Green Leaf to the North, and the Colorado Water Conservation Board to the East. Once the scope of work is finalized Tom Ragonetti at Otten Johnson Robinson Neff + Ragonetti will prepare the documents.

The Colorado Water Conversation Board, Joe Busto, has agreed to an all crusher fines trail to connect from our internal pedestrian walkways to the crusher fines secondary trail along the Mary Carter Greenway Trail at two locations as shown on the plan.

Platte 56 will bring additional activity and engagement to the surrounding amenities and add economic vitality to the surrounding retail in addition to offering residents of Littleton a “lock and leave” housing option that will be owned and not a rented apartment building.

Sincerely,

CENTRAL DEVELOPMENT, LLC

A handwritten signature in blue ink, appearing to read 'Jeremy Records', is positioned above the printed name.

Jeremy Records

Principal

cc: Brad Cushard

Platte 56 & Littleton's City Wide Plan

Applicant's Statement

Riverside Townhomes is located at 5000 South Prince Street. The location provides tremendous opportunities to live the Colorado Lifestyle. With the Platte River out the front door, Mountain views to the West, and access to the adjacent trail system, Platte 56 Townhomes checks the amenity boxes for the Colorado Lifestyle.

No vehicles are required, because local amenities within walking distance abound. Shopping and dining are located within a 5 minute walk from the site. King Soopers recently rebuilt a new store down the street, Riverside Downs, a newer retail development, provides access to over 18 retail amenities including Starbucks, Jimmy Johns, Anthony's Pizza, and 24 Hour fitness just to name a few. Home Depot, TCF Bank, Key Bank, and Wells Fargo round out the highlights of the conveniences within walking distance.

The following outlines an explanation of how the proposed Platte 56 community is consistent with and supported by the goals and policies of the City Wide Plan:

Goal 1 – A Dynamic City:

Platte 56 will allow for new residents to have direct access to the Platte River trail system and custom of the many retail commercial areas, such as Riverside Downs, that are within walking distance. Downtown Littleton's main street is a mere .75 mile jaunt from the doorstep of the Platte 56 community, bringing a dynamic user that desires a walkable, downtown-oriented community.

The residential product is designed for an upwardly mobile demographic that caters to quality of life including recreation, community focus, and local investment. The demographic best suited for this lifestyle is the millennial generation. Platte 56 is a for-sale, townhome product that is geared toward the older portion of the millennial generation that has matured in their respective jobs and are looking to start a family.

Goal 2 – An Outdoor Littleton:

One of the primary reasons the Platte 56 community will be successful is because of its relationship to the South Platte River open space and trail system. One of the leading lifestyle traits of the target residents is their focus on recreation. Platte 56 proposes a respectful connection both visually and physically to the Mary Carter Greenway Trail via a path and landscape transition. The homeowners are connected to Littleton's numerous trail systems, parks and the greater regional, front range systems for hiking, biking, and walking. Additionally, kayaking, rafting, tubing and fishing opportunities are available with access opportunities along the Platte.

Goal 3 – A Connected Littleton:

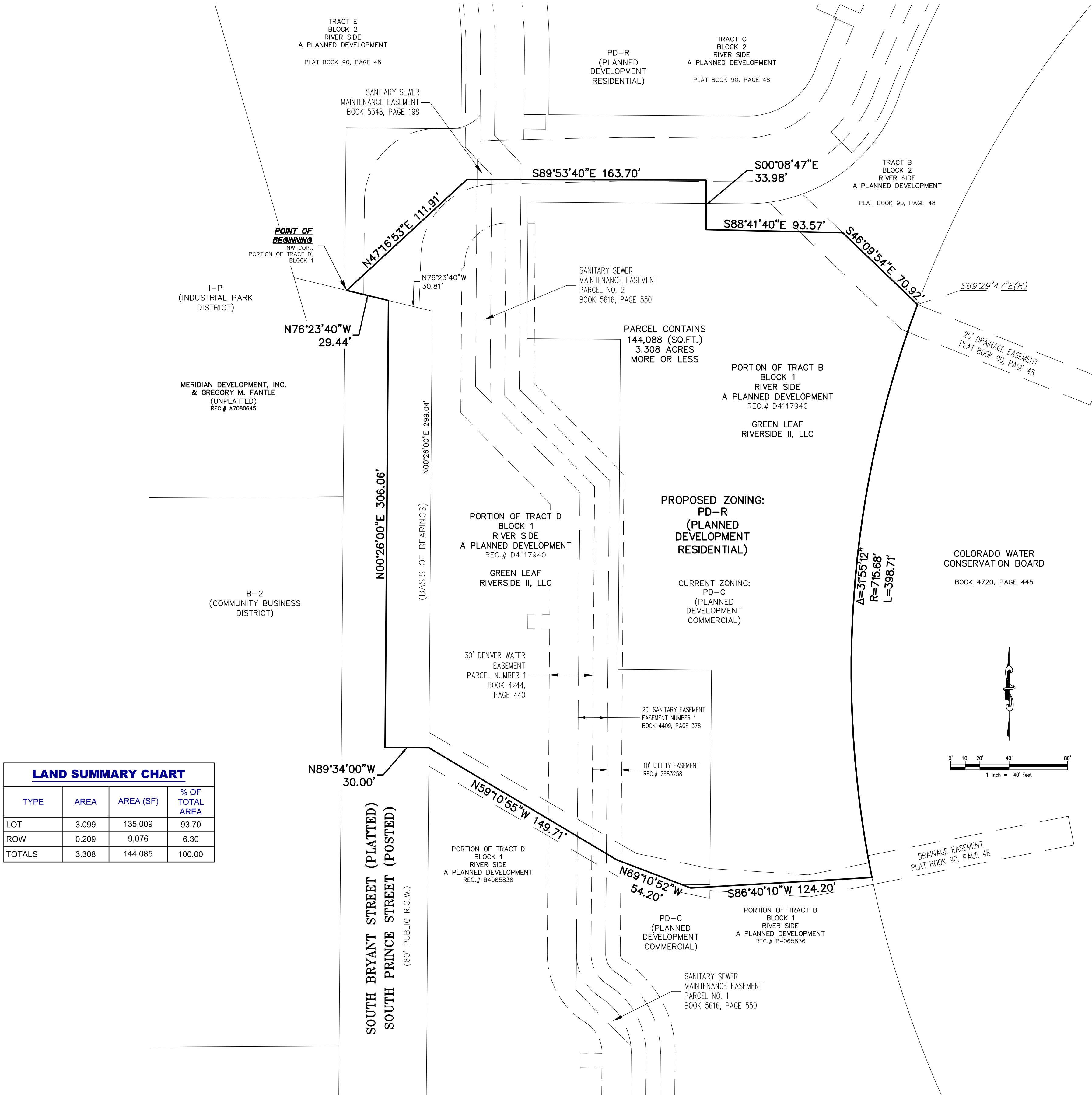
Platte 56 is centrally located to numerous modes of transportation and uses. Adjacent to the Mary Carter Greenway, South Platte River, Prince Street, Santa Fe Drive and is approximately .75 miles from Littleton's Main Street and 1 mile to the downtown Littleton Light Rail Station. Numerous restaurants, retail stores and a grocer are within a few blocks of Platte 56.

Goal 4 – A Distinctive Littleton:

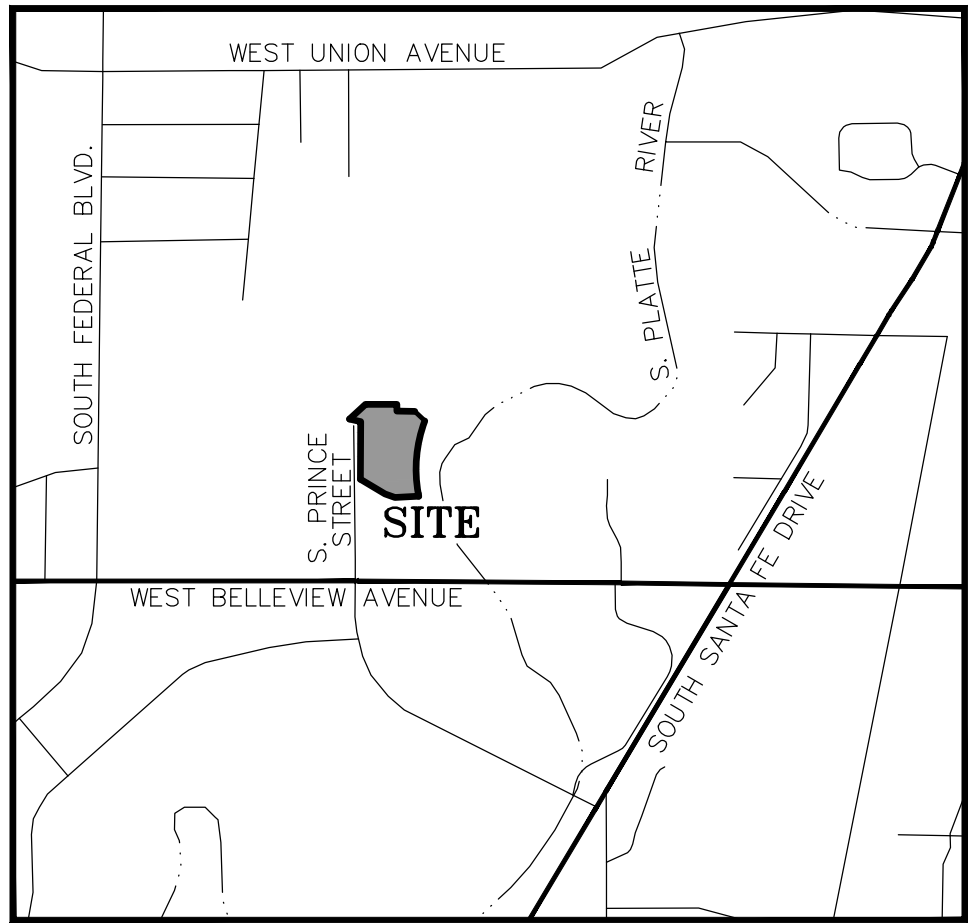
The Platte 56 community will be comprised of homeowners that take pride in their asset and the community they're a part of. The high-quality of architecture and site features that have been incorporated into the design, provide a timeless character that will be a positive catalyst for smart growth and development for this neighborhood. Platte 56 will draw a distinct homeowner that will bolster the existing businesses in the area through localized commerce and entice the creation of new companies to locate in the neighborhood.

PLATTE 56 ZONING MAP

PORTIONS OF TRACTS B AND D, BLOCK 1, RIVER SIDE A PLANNED DEVELOPMENT
SITUATED IN THE SOUTHEAST QUARTER OF SECTION 8,
TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO.



LAND SUMMARY CHART			
TYPE	AREA	AREA (SF)	% OF TOTAL AREA
LOT	3.099	135,009	93.70
ROW	0.209	9,076	6.30
TOTALS	3.308	144,085	100.00



VICINITY MAP
SCALE 1" = 1000'

LEGAL DESCRIPTION OF ZONED AREA

TRACTS B AND D, BLOCK 1, RIVER SIDE, A PLANNED DEVELOPMENT, AS SET FORTH ON THE PLAT RECORDED JUNE 19, 1986 IN PLAT BOOK 90, PAGE 48, EXCEPT THAT PORTION CONVEYED IN DEED RECORDED APRIL 13, 2004 AT RECEPTION NO. B4065836, COUNTY OF ARAPAHOE, STATE OF COLORADO,

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2. SOUTH 89°53'40" EAST, A DISTANCE OF 163.70 FEET;
3. SOUTH 00°08'47" EAST, A DISTANCE OF 33.98 FEET;
4. SOUTH 88°41'40" EAST, A DISTANCE OF 93.57 FEET;
5. SOUTH 46°09'54" EAST, A DISTANCE OF 70.92 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE EASTERLY HAVING A RADIUS OF 715.68 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 69°29'50" EAST;
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CONTAINING AN AREA OF 3.308 ACRES, (144,088 SQUARE FEET), MORE OR LESS.

PREPARED BY:
JAMES E. LYNCH, PLS NO. 37933
COLORADO LICENSED PROFESSIONAL LAND SURVEYOR
FOR AND ON BEHALF OF AZTEC CONSULTANTS, INC.
300 EAST MINERAL AVENUE, SUITE 1,
LITTLETON, CO 80122
303.713.1898

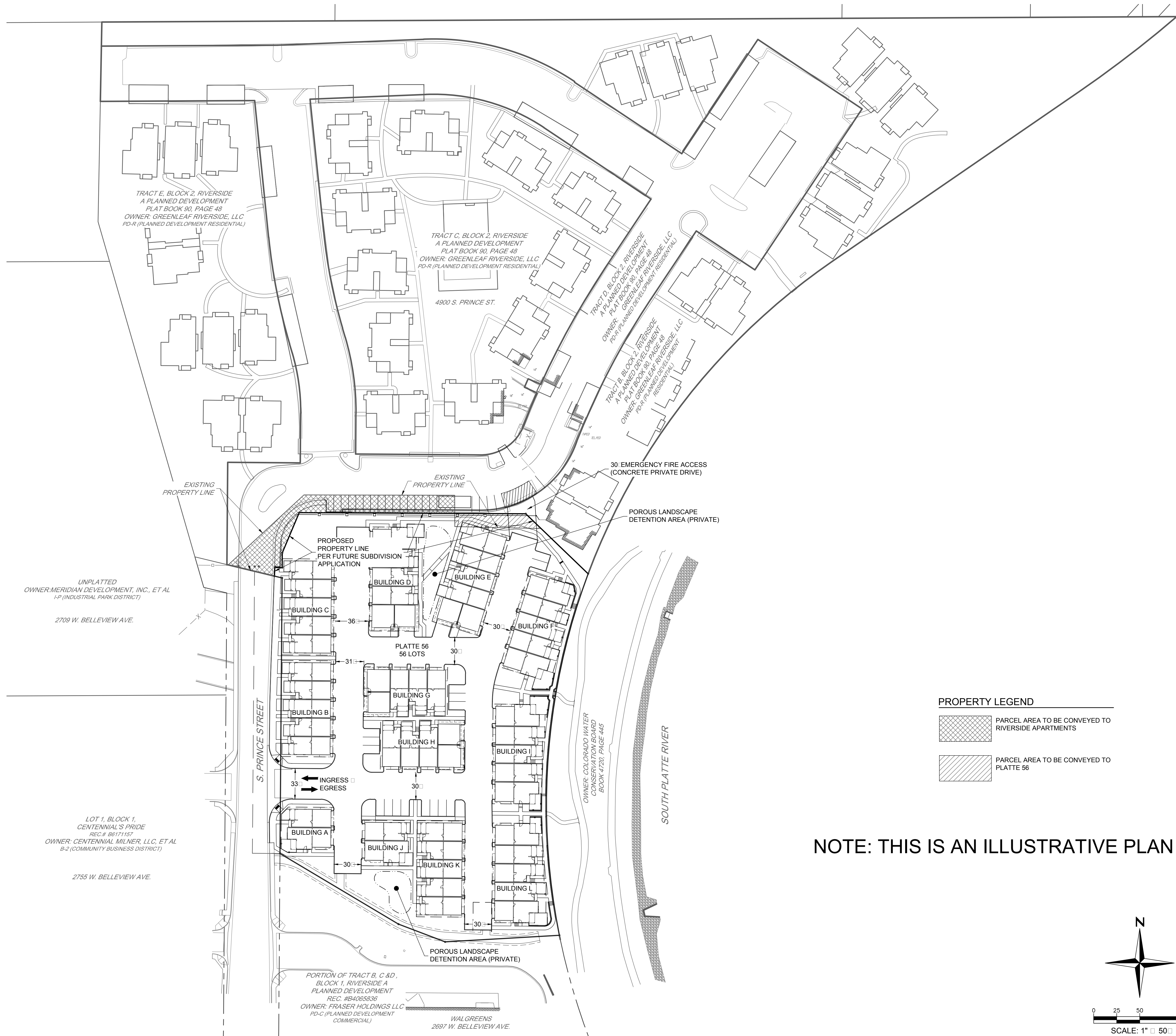
PLATTE 56 TOWNHOMES

REZONING MAP

SHEET

7 OF 7

I:\2015\15029 - Riverside Townhomes\CADD\Sheet Sets\PD15029 Overall Site Plan.dwg Job: GPDP Overall Site Plan, Oct 17, 2016 - 10:08am mczaval



REDLAND

Where Great Places Begin

720.283.6783 Office
1500 West Canal Court
Littleton, Colorado 80120

DATE	NO.	NOTES
03.27.2016	1	1ST CITY SUBMITTAL
06.10.2016	2	2ND CITY SUBMITTAL
08.31.2016	3	3RD CITY SUBMITTAL
10.10.2016	4	4TH CITY SUBMITTAL
10.17.2016	5	5TH CITY SUBMITTAL

DRAWN	BDW
CHECKED	MDC
APPROVED	MDC
PROJECT NO.	15029
HORIZ. SCALE	1" = 50'
VERT. SCALE	N/A

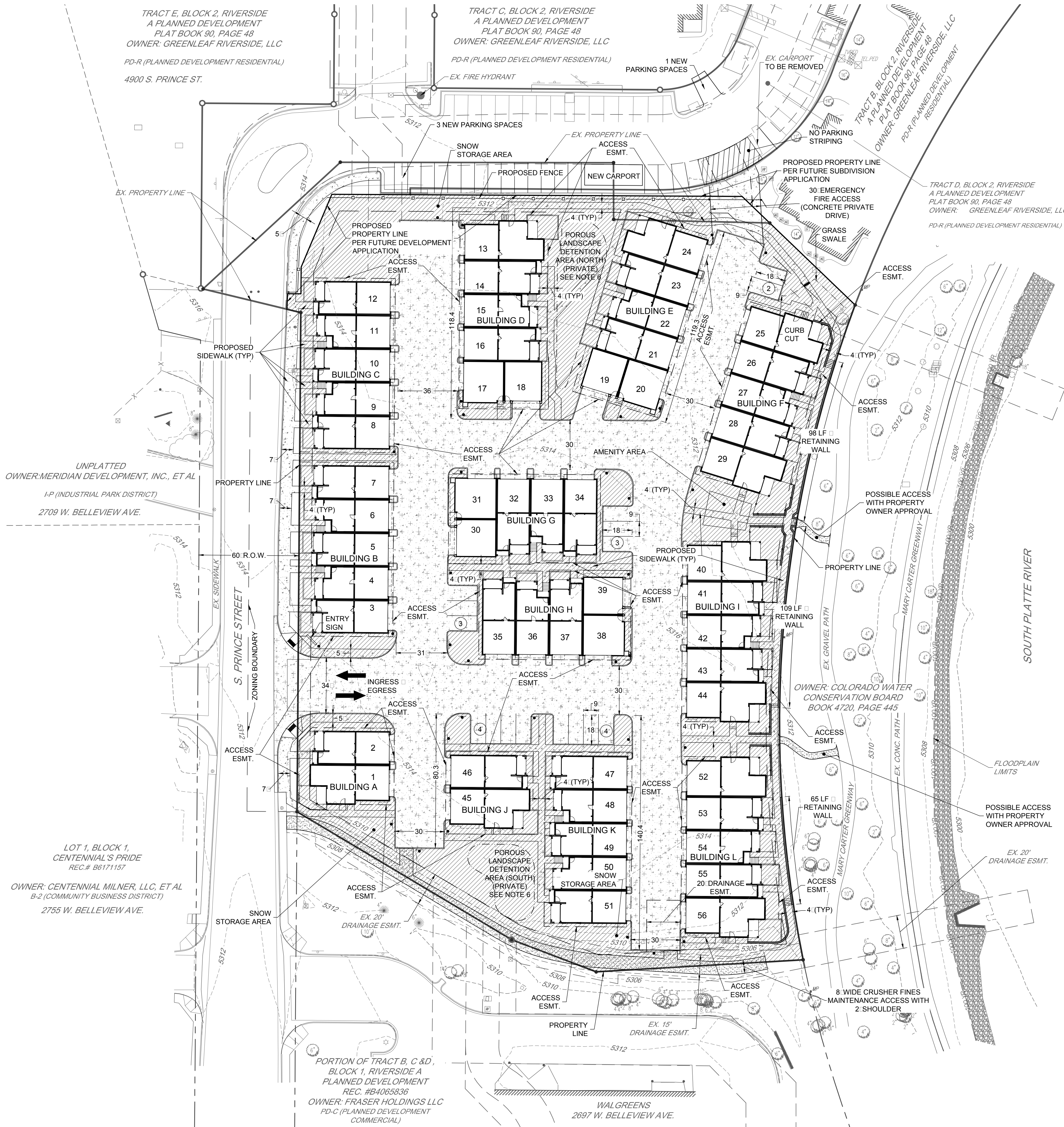
PLATTE 56

OVERALL SITE PLAN

SHEET

2 OF 7

L:\2015\15029 - Riverside Townhomes\CADD\Sheet Sales\PD15029 Site Plan.dwg Job: PD Site Plan Oct 17, 2016 - 10:08am mzwval



EXISTING LEGEND	
	EXISTING PROPERTY LINE
	EXISTING R.O.W.
	EXISTING LOT LINE
	EXISTING EASEMENT
	EDGE OF PAVEMENT
	CURB AND GUTTER
	FENCE
	EXISTING CONTOUR MAJOR
	EXISTING CONTOUR MINOR
	EXISTING RIPRAP

PROPOSED LEGEND	
	PROPOSED PROPERTY LINE
	PROPOSED R.O.W.
	PROPOSED LOT LINE
	PROPOSED SETBACK
	PROPOSED EASEMENT
	PROPOSED CURB AND GUTTER
	PROPOSED RETAINING WALL
	PROPOSED FENCE
	PROPOSED CONCRETE PAVEMENT
	PROPOSED CONCRETE SIDEWALK
	PROPOSED MAINTENANCE ACCESS
	PROPOSED UNOBSTRUCTED OPEN SPACE

- NOTES:
- INDOOR GARAGE PARKING SPACES ARE 9' x 20' FOR EACH SPACE.
 - SEE UTILITY PLAN FOR UTILITIES AND EASEMENTS.
 - UNOBSTRUCTED OPEN SPACE IS 30%. UNOBSTRUCTED OPEN SPACE IS DEFINED BY THE CITY OF LITTLETON ZONING CODE AS AN AREA UPON WHICH NO STRUCTURE MAY BE ERECTED OR SURFACE AREA UTILIZED FOR STORAGE OR FOR VEHICULAR MOVEMENT OR PARKING.
 - ALL PROPOSED SIDEWALKS ARE 4 FEET WIDE UNLESS DIMENSIONED OTHERWISE.
 - ALL SIDEWALKS ARE ADA COMPLIANT UNLESS IDENTIFIED OTHERWISE AND EXCEPT AT STAIRS.
 - POROUS LANDSCAPED DETENTION AREA (NORTH) - MIN. FLAT SURFACE AREA = 841 SQ FT
POROUS LANDSCAPED DETENTION AREA (SOUTH) - MIN. FLAT SURFACE AREA = 839 SQ FT

NOTE: THIS IS AN ILLUSTRATIVE PLAN

LEGAL DESCRIPTION OF PROPOSED DEVELOPMENT PARCEL

PORTIONS OF TRACTS B AND D, BLOCK 1, AND TRACT B, BLOCK 2, RIVER SIDE, A PLANNED DEVELOPMENT, AS SET FORTH ON THE PLAT RECORDED JUNE 19, 1986 IN PLAT BOOK 90, PAGE 48, EXCEPT THAT PORTION CONVEYED IN DEED RECORDED APRIL 13, 2004 AT RECEPTION NO. B4065836, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE SOUTHERLY ALONG THE EASTERLY BOUNDARY OF SAID TRACT B, BLOCK ONE, AND SAID CURVE THROUGH A CENTRAL ANGLE OF 31°55'12", AN ARC LENGTH OF 398.71 FEET;

THENCE SOUTH 86°40'10" WEST, A DISTANCE OF 124.20 FEET;

THENCE NORTH 69°10'52" WEST, A DISTANCE OF 54.20 FEET;

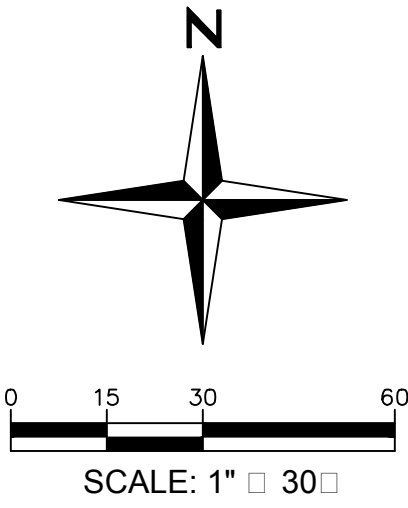
THENCE NORTH 59°10'55" WEST, A DISTANCE OF 149.71 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID TRACT D, BLOCK ONE;

THENCE, ALONG TSAID WESTERLY BOUNDARY, THE FOLLOWING TWO (2) COURSES:

- NORTH 00°26'00" EAST, A DISTANCE OF 299.04 FEET;
 - NORTH 76°23'40" WEST, A DISTANCE OF 8.57 FEET;
- THENCE THE FOLLOWING SIX (6) COURSES:
- NORTH 02°16'57" EAST, A DISTANCE OF 9.31 FEET;
 - SOUTH 89°34'00" EAST, A DISTANCE OF 8.04 FEET;
 - NORTH 00°26'00" EAST, A DISTANCE OF 16.03 FEET;
 - NORTH 22°53'16" EAST, A DISTANCE OF 47.35 FEET;
 - SOUTH 89°41'52" EAST, A DISTANCE OF 245.78 FEET;
 - SOUTH 46°09'54" EAST, A DISTANCE OF 93.92 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 2.998 ACRES, (130,572 SQUARE FEET), MORE OR LESS.

NOTE: THIS LEGAL DESCRIPTION USES THE PROPOSED NORTH PROPERTY LINE.



DATE	NO.	NOTES	DRAWN	BOW
03.27.2016	1	1ST CITY SUBMITTAL	CHECKED	MDC
08.10.2016	2	2ND CITY SUBMITTAL	APPROVED	MDC
08.31.2016	3	3RD CITY SUBMITTAL		
10.10.2016	4	4TH CITY SUBMITTAL		
10.17.2016	5	5TH CITY SUBMITTAL		

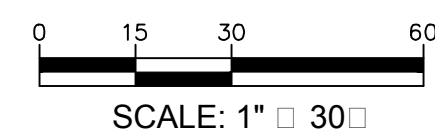
DATE	NO.	NOTES	DRAWN	BOW
03.27.2016	1	1ST CITY SUBMITTAL	CHECKED	MDC
08.10.2016	2	2ND CITY SUBMITTAL	APPROVED	MDC
08.31.2016	3	3RD CITY SUBMITTAL		
10.10.2016	4	4TH CITY SUBMITTAL		
10.17.2016	5	5TH CITY SUBMITTAL		

DATE	NO.	NOTES	DRAWN	BOW
03.27.2016	1	1ST CITY SUBMITTAL	CHECKED	MDC
08.10.2016	2	2ND CITY SUBMITTAL	APPROVED	MDC
08.31.2016	3	3RD CITY SUBMITTAL		
10.10.2016	4	4TH CITY SUBMITTAL		
10.17.2016	5	5TH CITY SUBMITTAL		

1" 30

- NOTE:
1. TRENCH BACKFILL MATERIAL WILL BE PROVIDED WHERE THE 8" SANITARY SEWER IS CONSTRUCTED WITHIN 10' OF THE 24" SANITARY SEWER TO ALLOW REPAIR TO ONE OF THE SEWERS WITHOUT DISTURBING THE OTHER SEWER.
 2. ONLY PROPOSED AND EXISTING UTILITIES AND EASEMENTS TO REMAIN ARE SHOWN ON THE UTILITY PLAN.

DATE	NO.	NOTES
03/21/2016	1	1ST CITY SUBMITTAL
06/10/2016	2	2ND CITY SUBMITTAL
08/31/2016	3	3RD CITY SUBMITTAL
10/10/2016	4	4TH CITY SUBMITTAL
10/17/2016	5	5TH CITY SUBMITTAL





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LEGEND

- CANOPY TREE
- ORNAMENTAL TREE
- EVERGREEN TREE
- EVERGREEN SHRUBS
- DECIDUOUS SHRUBS
- ORNAMENTAL GRASSES
- TURF - BLUEGRASS
- NATIVE SEED
- EDGER: REFER TO SPECIFICATIONS
- EXISTING TREES TO REMAIN UNLESS OTHERWISE NOTED
- BENCH
- PET STATION
- FREE STANDING BIKE RACK
- POST MOUNTED BBQ

- NOTES:
- LANDSCAPE PLANTING PLAN SHALL MEET THE CITY OF LITTLETON'S GENERAL TREE DIVERSITY GUIDELINES.
 - PRIOR TO INSTALLATION OF ANY PLANT MATERIAL, INCLUDING SOD, APPLY A MINIMUM OF 4 CUBIC YARDS OF SOIL AMENDMENT PRODUCT PER 1,000 SQUARE FEET OF PERMEABLE AREA. THE SOIL AMENDMENT PRODUCT APPLIED TO THE PREMISES MUST BE ON THE DENVER WATER APPROVED SOIL AMENDMENT PRODUCT LIST. THIS SOIL AMENDMENT PRODUCT MUST BE INCORPORATED OR ROTOTILLED TO A DEPTH OF 4-6 INCHES. NATIVE GRASS-SEEDED AREAS MAY INCORPORATE AMENDMENT AT A RATE OF 2 CUBIC YARDS PER 1,000 SQUARE FEET.
 - A TREE REMOVAL PERMIT WILL BE REQUIRED PRIOR TO START OF ANY TREE REMOVAL.
 - THE 2' SHOULDERS ADJACENT TO CRUSHER FINE ACCESS PATHS SHALL NOT BE IRRIGATED UNLESS IT IS DRIP IRRIGATION. BUSHES AND MULCH ARE ACCEPTABLE IN THE SHOULDERS BUT NOT IRRIGATED SOD OR TURF.
 - ALL PLANT QUANTITIES AND LOCATIONS ARE SHOWN FOR ILLUSTRATIVE PURPOSES. THE FINAL PLAN QUANTITIES WILL MEET OR EXCEED THOSE SHOWN ON THIS PLAN.
 - THIS LANDSCAPE PLAN IS ILLUSTRATIVE, A FINAL LANDSCAPE PLAN WILL BE SUBMITTED WITH A FINAL PD PLAN.

DRAFT - NOT FOR CONSTRUCTION

RIVERSIDE TOWNHOMES
CONCEPT
LANDSCAPE PLAN

SHEET

6 OF 7

DATE	NO	NOTES	DRAWN	JH
03/21/2016	1	1ST CITY SUBMITTAL	CHECKED	SW
05/12/2016	2	2ND CITY SUBMITTAL	APPROVED	JH
05/31/2016	3	3RD CITY SUBMITTAL	PROJECT NO.	16-17
10/10/2016	4	4TH CITY SUBMITTAL	HORZ. SCALE	
			VERT. SCALE	





09.01.16

AERIAL CONTEXT VIEW

PLATTE 56 | CENTRAL DEVELOPMENT

LITTLETON, COLORADO

these drawings are intended for design development and preliminary studies only and are not to be used for any other purpose, such as final plotting or final engineering. copyright Woodley Architectural Group, Inc. these drawings may not be used or duplicated without the expressed written permission of Woodley Architectural Group, Inc.

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RIVERSIDE TOWNHOMES

CONCEPT ELEVATION

SHEET

3 OF 3

NOTES

DATE

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APPROVED

PROJECT NO.

HORIZ. SCALE

VERT. SCALE

colorado // 731 southpark dr. suite B
littleton, co 80120 / 303.683.7231
california // 2943 pullman st. suite A
santa ana, ca 92705 / 949.553.8919

W woodleyarchitecturalgroup, inc



08.31.16

CHARACTER PERSPECTIVES

PLATTE 56
LITTLETON, COLORADO



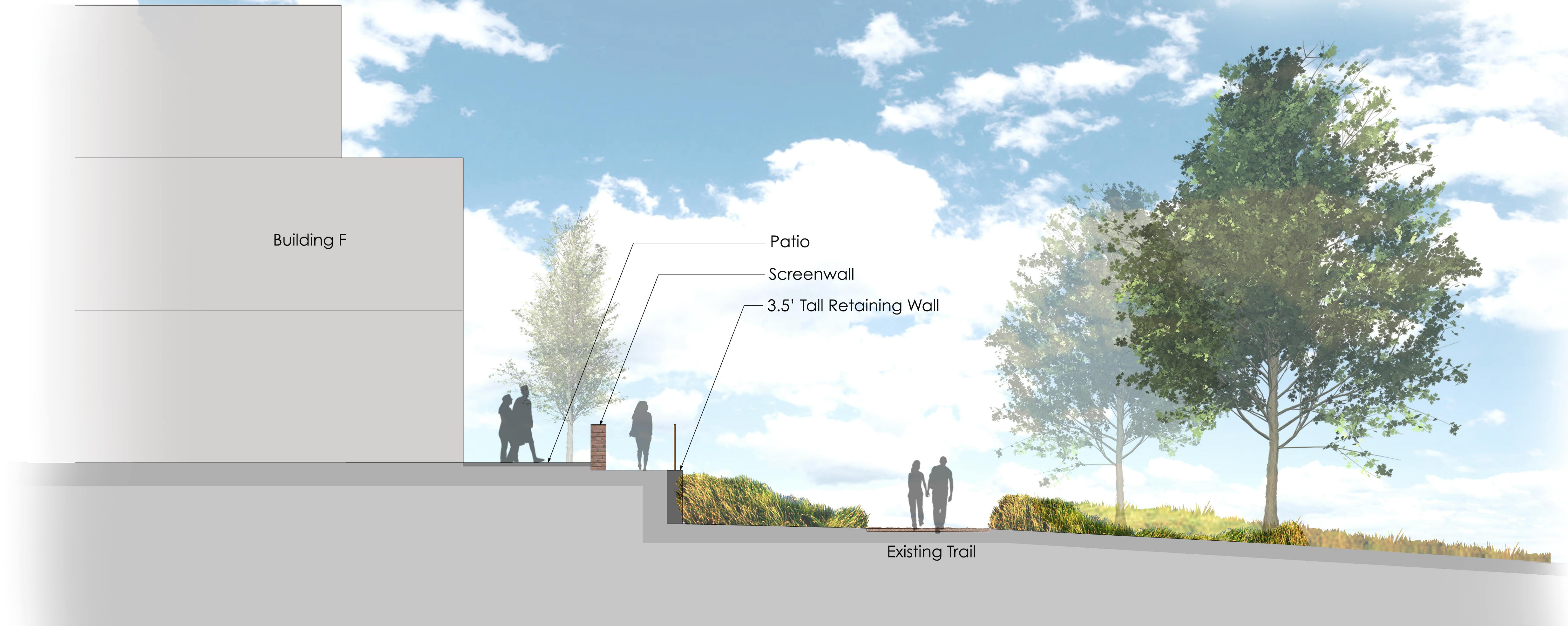
08.31.16

CHARACTER PERSPECTIVES

PLATTE 56
LITTLETON, COLORADO



KEY MAP



08.31.16

CHARACTER SECTION

PLATTE 56
LITTLETON, COLORADO

This roster will be posted to the online agenda packet after the meeting

(This roster is to assist City Council in weighing public opinion on this issue, to assist City Council in conducting the meeting, and generally to promote a fair and orderly hearing.) ****IN ACCORDANCE WITH RULE V(a) OF CITY COUNCIL'S LEGISLATIVE RULES INDIVIDUALS WISHING TO SPEAK ON THIS MATTER WILL BE LIMITED TO 3 MINUTES.**

Tuesday November 15, 2016

SUBJECT: An ordinance on second reading approving a rezoning and an amended Riverside General Planned Development Plan located at 5000 and a portion of 4900 South Prince Street

PLEASE PRINT YOUR NAME AND ADDRESS CLEARLY		Phone and/or email	DO YOU FAVOR THE PROJECT?	
NAME: Carol Brzezczek ✓	ADDRESS: BRIGHAM	mcbreeze@comcast.net Don't need to speak	YES	NO
NAME: PAUL BINGHAM ✓	ADDRESS: 236 W. DELAWARE CIRCLE WY	PBINGHAM @ ECENTRAL.COM	YES	NO
NAME: Pam Chedburn	ADDRESS:		YES	NO
NAME:	ADDRESS:		YES	NO
NAME:	ADDRESS:		YES	NO
NAME:	ADDRESS:		YES	NO
NAME:	ADDRESS:		YES	NO



Staff Communication

File #: Ordinance 27-2016, **Version:** 2

Agenda Date: 11/15/2016

Subject:

An ordinance on second reading amending Title 10 of the City Code concerning the definitions of Group Home for Persons with Handicaps, Handicap and Assisted Living Facility and to add supplementary standards for group homes for persons with disabilities.

Presented By: Jocelyn Mills, Community Development Director

BACKGROUND:

It has recently come to staff's attention that the city's zoning code definitions for group home for persons with handicaps, handicap, and assisted living facilities need to be updated. An application concerning a group home for persons with handicaps and related litigation have prompted these proposed amendments.

Planning Commission recommended approval of the proposed amendments at their October 24, 2016 meeting. The first reading of the proposed amendments was approved at the November 1, 2016 Council meeting, and second reading/public hearing set for November 15.

STAFF ANALYSIS:

In Littleton's zoning code, Title 10, Section 10-1-2 contains definitions. Below is the existing definition for group home for persons with handicaps:

GROUP HOME FOR PERSONS WITH HANDICAPS: A dwelling unit which is shared by four (4) or more persons with handicaps living together as a single housekeeping unit, including resident staff.

Group homes for persons with handicaps are permitted in the city's residential districts (R-1, R-2, R-3, R-3X, R-4 and R-5), in the Transition District (T) and in the Central Area District (CA) and are characterized by a single dwelling unit. The code distinguishes group homes from larger scale facilities which may provide 24 hour nursing and medical care, such as skilled nursing facilities, nursing homes/congregate housing and assisted living. Such facilities are only permitted in R-5, T and CA Districts and are characterized by multiple units within a facility.

The city received an application concerning a group home for persons with handicaps questioning the meaning of resident staff and seeking an accommodation under the Fair Housing Act to eliminate that requirement. In order to address this, staff recommends removal of the reference to resident staff.

The current definition for group home for persons with handicaps provides a minimum residency requirement of four people with disabilities living together, but does not provide a maximum number of residents. In contrast, the definition for group homes for the elderly limits maximum residency to no more than eight residents. With the removal of the resident staff requirement, staff recommends that the definition for group

home for persons with handicaps (disabilities) use the same residency allowance as group homes for the elderly. Creating consistent standards for the maximum number of residents in one dwelling unit will ensure that the character of residential neighborhoods will be maintained in terms of traffic and parking impact.

Due to the recognition that in particular locations of some properties in the city's residential zone districts where there is direct vehicular access to and roadway frontage along arterial streets (e.g., Broadway Boulevard), a larger group home may be acceptable. In these instances, the recommendation is to allow up to a maximum of 12 disabled residents in a single group home dwelling unit. Doubling the maximum number to 16 disabled residents appears to be out of character, yet an additional 4 disabled residents (for up to 12 maximum) appears to still be within the character of some of the city's residential areas. This is intended to provide consistency with the character of the transitional areas between residential and commercial uses, which exhibit more intensive traffic, noise and parking impacts along arterial streets.

Staff is also proposing to change the definitions of handicap. Rather than only referencing the definitional language of the FHA Amendments of 1988, the proposed amendment expands the definition to include that language.

In summary, the following amendments are proposed to the definition of group home for persons with handicaps (disabilities) and handicap (disability):

GROUP HOME FOR PERSONS WITH HANDICAPS DISABILITIES: A dwelling unit which is shared by four (4) or more persons with ~~handicaps~~ **DISABILITIES** living together as a single housekeeping unit ~~including resident staff~~. **PROFESSIONAL STAFF MAY PROVIDE 24 HOUR SUPERVISION OR SUPPORTIVE SERVICES, AND MAY RESIDE IN THE DWELLING UNIT.**

Handicap DISABILITY: a physical or mental impairment which substantially limits one or more of a person's major life activities, ~~and as further defined in the federal fair housing act amendments of 1988~~ **A RECORD OF HAVING SUCH IMPAIRMENT, OR BEING REGARDED AS HAVING SUCH IMPAIRMENT, NOT TO INCLUDE CURRENT, ILLEGAL USE OF OR ADDICTION TO A CONTROLLED SUBSTANCE.**

The following new supplementary standards also are proposed for group homes for persons with disabilities to ensure the character of residential neighborhoods will be maintained.

1. The home must register with the city before being operated as a group home.
2. The home must provide the city with a copy of its state license for operation.
3. No more than one cooking facility (kitchen) is allowed within the home.
4. The maximum number of persons with disabilities that may reside in the home is eight (8) or the maximum number licensed by the state, whichever is fewer.
5. The maximum number of persons with disabilities that may reside in the home is eight (8) or up to twelve (12) if the provisions below are met. However, in no instance may the number of persons with disabilities in the home exceed the number licensed by the State.
 - a. The home is compatible with the character of the neighborhood in terms of the architectural design, scale, form and location of the home on the site.
 - b. The primary access to the home is located off of a city designated major arterial street.
 - c. The home is licensed for such number by the state.

Additionally, staff is recommending the definition of the city's definition for assisted living facilities be updated to eliminate the following sentence, as shown below, from the definition.

LIVING FACILITY, ASSISTED: State licensed rental properties that provide the same services as an independent living facility, as defined in this section, but also provide, in a majority of the units, supportive care from trained employees to residents who are unable to live independently and require assistance with activities of daily living including BUT NOT LIMITED TO management of medications, bathing, dressing, toileting, ambulating and eating. ~~These properties may have some skilled nursing beds, but the majority of the units are licensed for assisted living. A facility that specializes in the care of residents with Alzheimer's or other forms of dementia shall be considered an assisted living facility.~~

Note on update to the city's land use table: The planning commission and zoning steering committee have been reviewing a draft update to the city's land use table (Chapter 3 of the zoning code) and supplementary standards over the past several months. At this time, this is an intermediate step to update the definitions of group home for persons with handicaps (disabilities), handicap (disability) and assisted living facility, and provide supplementary standards for group homes for persons with disabilities, for further clarity.

COMPREHENSIVE PLAN ANALYSIS:

The following goal and policy of the adopted Citywide Plan is applicable to this proposed code amendment.

Goal 1: A Dynamic Littleton

Policy 1.6 - Encourage housing that responds to changing demands in the local housing market, allows every generation and income group to call Littleton home, and is otherwise consistent with the comprehensive plan.

STAFF RECOMMENDATION:

Based on the above and planning commission's recommendation of approval, staff recommends city council approve the updates of the definition of group home for persons with handicaps, the definition of handicap, and the definition of living facility, assisted.

PROPOSED MOTION:

I move to approve on second reading Ordinance 27-2016, amending Title 10 of the City Code concerning the definitions of group home for persons with handicaps, handicap, and assisted living facility and to add supplementary standards for group homes for persons with disabilities.

CITY OF LITTLETON, COLORADO

ORDINANCE NO. 27

Series, 2016

INTRODUCED BY COUNCILMEMBERS: CERNANEC & COLE

**AN ORDINANCE OF THE CITY OF LITTLETON,
COLORADO, AMENDING TITLE 10 OF THE CITY CODE
CONCERNING THE DEFINITIONS OF GROUP HOME
FOR PERSONS WITH HANDICAPS, HANDICAP, AND
ASSISTED LIVING FACILITY AND TO ADD
SUPPLEMENTARY STANDARDS FOR GROUP HOMES
FOR PERSONS WITH DISABILITIES**

WHEREAS, the planning commission, at its regular meeting on October 24, 2016, held a public hearing and voted to recommend approval of an ordinance amending title 10 of the city code concerning the definitions of group home for persons with handicaps, handicap, and assisted living facility and to add supplementary standards for group homes for persons with disabilities;

WHEREAS, the city council finds that the proposed ordinance is consistent with the city's comprehensive plan; and

WHEREAS, the city council finds that the proposed amendments to the city code are in the best interest of the city and will promote the public health, safety and welfare of its inhabitants;

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

Section 1: Section 2 of Chapter 1 of Title 10 is hereby amended as follows:

GROUP HOME FOR PERSONS WITH HANDICAPS/ DISABILITIES: A dwelling unit which is shared by four (4) or more persons with handicaps/ DISABILITIES living together as a single housekeeping unit., including resident staff. **PROFESSIONAL STAFF MAY PROVIDE 24 HOUR SUPERVISION OR SUPPORTIVE SERVICES, AND MAY RESIDE IN THE DWELLING UNIT.**

~~Handicap~~ **DISABILITY:** A physical or mental impairment which substantially limits one or more of a person's major life activities, OR A RECORD OF HAVING SUCH IMPAIRMENT, OR BEING REGARDED AS HAVING SUCH IMPAIRMENT, NOT TO INCLUDE CURRENT, ILLEGAL USE OF OR ADDICTION TO A CONTROLLED SUBSTANCE and as further defined in the federal fair housing act amendments of 1988.

1 LIVING FACILITY, ASSISTED: State licensed rental properties that provide the same services
2 as an independent living facility, as defined in this section, but also provide, in a majority of the
3 units, supportive care from trained employees to residents who are unable to live independently
4 and require assistance with activities of daily living including BUT NOT LIMITED TO,
5 management of medications, bathing, dressing, toileting, ambulating and eating. ~~These properties~~
6 ~~may have some skilled nursing beds, but the majority of the units are licensed for assisted living.~~
7 ~~A facility that specializes in the care of residents with Alzheimer's or other forms of dementia~~
8 ~~shall be considered an assisted living facility.~~
9

10 **Section 2:** Subcategory 3.51 of Section 2 of Chapter 3 of Title 10 is hereby
11 amended as follows: 3.51 Group home for ~~handicapped~~ PERSONS WITH DISABILITIES
12

13 **Section 3:** Chapter 4 of Title 10 is hereby amended with the addition of a new
14 Section 17:
15

16 **10-4-17 GROUP HOMES FOR PERSONS WITH DISABILITIES.** GROUP HOMES FOR
17 PERSONS WITH DISABILITIES ARE SUBJECT TO THE FOLLOWING STANDARDS:
18

19 1. THE HOME MUST REGISTER WITH THE CITY BEFORE BEING OPERATED AS
20 A GROUP HOME.

21 2. THE HOME MUST PROVIDE THE CITY WITH A COPY OF ITS STATE LICENSE
22 FOR OPERATION.

23 3. NO MORE THAN ONE COOKING FACILITY (KITCHEN) IS ALLOWED WITHIN
24 THE HOME.

25 4. THE MAXIMUM NUMBER OF PERSONS WITH DISABILITIES THAT MAY
26 RESIDE IN THE HOME IS EIGHT (8) OR THE MAXIMUM NUMBER LICENSED BY THE
27 STATE, WHICHEVER IS FEWER.

28 5. THE MAXIMUM NUMBER OF PERSONS WITH DISABILITIES THAT MAY
29 RESIDE IN THE HOME IS EIGHT (8) OR UP TO TWELVE (12) IF THE PROVISIONS
30 BELOW ARE MET. HOWEVER, IN NO INSTANCE MAY THE NUMBER OF PERSONS
31 WITH DISABILITIES IN THE HOME EXCEED THE NUMBER LICENSED BY THE
32 STATE.

33 A. THE HOME IS COMPATIBLE WITH THE CHARACTER OF THE
34 NEIGHBORHOOD IN TERMS OF THE ARCHITECTURAL DESIGN, SCALE, FORM AND
35 LOCATION OF THE HOME ON THE SITE.

36 B. THE PRIMARY ACCESS TO THE HOME IS LOCATED OFF OF A CITY
37 DESIGNATED MAJOR ARTERIAL STREET.

38 C. THE HOME IS LICENSED FOR SUCH NUMBER BY THE STATE.
39

40 **Section 4:** Severability. If any part, section, subsection, sentence, clause or
41 phrase of this ordinance is for any reason held to be invalid, such invalidity shall not affect the
42 validity of the remaining sections of this ordinance. The City Council hereby declares that it
43 would have passed this ordinance, including each part, section, subsection, sentence, clause or
44 phrase hereof, irrespective of the fact that one or more parts, sections, subsections, sentences,
45 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 1st day of November, 2016, passed on first reading by a vote of 7 FOR and 0 AGAINST; and ordered published by posting at Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

PUBLIC HEARING on the Ordinance to take place on the 15th day of November, 2016, in the Council Chambers, Littleton Center, 2255 West Berry Avenue, Littleton, Colorado, at the hour of 6:30 p.m., or as soon thereafter as it may be heard.

PASSED on second and final reading, following public hearing, by a vote of _____ FOR and _____ AGAINST on the 15th day of November, 2016 and ordered published by posting at Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

ATTEST:

Wendy Heffner
CITY CLERK

Bruce O. Beckman
MAYOR

APPROVED AS TO FORM:

Kenneth S. Fellman
ACTING CITY ATTORNEY

CITY OF LITTLETON, COLORADO

PB Resolution No. 18

Series, 2016

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF
LITTLETON, COLORADO, RECOMMENDING APPROVAL OF AN
ORDINANCE AMENDING TITLE 10 OF THE CITY CODE
CONCERNING THE DEFINITIONS OF GROUP HOME FOR PERSONS
WITH HANDICAPS, HANDICAP, AND ASSISTED LIVING FACILITY
AND TO ADD SUPPLEMENTARY STANDARDS FOR GROUP HOMES
FOR PERSONS WITH DISABILITIES**

WHEREAS, the planning commission of the City of Littleton, Colorado, held a public hearing at its regular meeting of October 24, 2016, to consider a proposed ordinance concerning the definitions of group home for persons with handicaps, handicap, and assisted living facility and to add supplementary standards, more specifically described in Exhibit "A", which is attached hereto and made a part hereof by this reference;

WHEREAS, the planning commission considered evidence and testimony concerning the proposed ordinance at said public hearing;

WHEREAS, the planning commission finds that the proposed ordinance is consistent with the city's comprehensive plan; and

WHEREAS, the planning commission finds that the proposed ordinance is in the best interest of the city and will promote the public health, safety, and welfare of its inhabitants;

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

Section 1: The planning commission does hereby recommend that city council approve the proposed ordinance amending title 10 of the city code concerning the definitions of group home for persons with handicaps, handicap, assisted living facility and to add supplementary standards for group homes for persons with disabilities, more specifically described in the ordinance attached hereto as Exhibit "A".

INTRODUCED, READ AND ADOPTED at a regularly scheduled meeting of the Planning Commission of the City of Littleton, Colorado, on the 24th day of October, 2016, at 6:30 p.m. at the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado by the following

PB Resolution No.18-2016

Page 2 of 3

45 vote: 6-0.

46

47

48 ATTEST: DocuSigned by:

49 Denise Ciernia

50 D03BC259132D426...

51 Denise Ciernia

52 RECORDING SECRETARY

53

54 APPROVED AS TO FORM: DocuSigned by:

55 Brandon Dittman

56 D6D26CC539404B0...

57 Kenneth S. Fellman Brandon M. Dittman for Kenneth S. Fellman

58 ACTING CITY ATTORNEY

59

60

61

DocuSigned by:

Karina Elrod

C8DBE2F28A91481...

Karina Elrod

CHAIR

PB Resolution No.18-2016

Page 3 of 3

62
63
64
65
66

Exhibit A

(see next page)

CITY OF LITTLETON, COLORADO

ORDINANCE NO. ____

Series, 2016

INTRODUCED BY COUNCILMEMBERS:

AN ORDINANCE OF THE CITY OF LITTLETON, COLORADO, AMENDING TITLE 10 OF THE CITY CODE CONCERNING THE DEFINITIONS OF GROUP HOME FOR PERSONS WITH HANDICAPS, HANDICAP, AND ASSISTED LIVING FACILITY AND TO ADD SUPPLEMENTARY STANDARDS FOR GROUP HOMES FOR PERSONS WITH DISABILITIES

WHEREAS, the planning commission, at its regular meeting on October 24, 2016, held a public hearing and voted to recommend approval of an ordinance amending title 10 of the city code concerning the definitions of group home for persons with handicaps, handicap, and assisted living facility and to add supplementary standards for group homes for persons with disabilities;

WHEREAS, the city council finds that the proposed ordinance is consistent with the city's comprehensive plan; and

WHEREAS, the city council finds that the proposed amendments to the city code are in the best interest of the city and will promote the public health, safety and welfare of its inhabitants;

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

Section 1: Section 2 of Chapter 1 of Title 10 is hereby amended as follows:

GROUP HOME FOR PERSONS WITH HANDICAPS DISABILITIES: A dwelling unit which is shared by four (4) or more persons with handicaps DISABILITIES living together as a single housekeeping unit., including resident staff. PROFESSIONAL STAFF MAY PROVIDE 24 HOUR SUPERVISION OR SUPPORTIVE SERVICES, AND MAY RESIDE IN THE DWELLING UNIT.

Handicap DISABILITY: A physical or mental impairment which substantially limits one or more of a person's major life activities, OR A RECORD OF HAVING SUCH IMPAIRMENT, OR BEING REGARDED AS HAVING SUCH IMPAIRMENT, NOT TO INCLUDE CURRENT, ILLEGAL USE OF OR ADDICTION TO A CONTROLLED SUBSTANCE and as further defined in the federal fair housing act amendments of 1988.

Ordinance No. ____

Series 2016

Page 2

LIVING FACILITY, ASSISTED: State licensed rental properties that provide the same services as an independent living facility, as defined in this section, but also provide, in a majority of the units, supportive care from trained employees to residents who are unable to live independently and require assistance with activities of daily living including BUT NOT LIMITED TO, management of medications, bathing, dressing, toileting, ambulating and eating. ~~These properties may have some skilled nursing beds, but the majority of the units are licensed for assisted living. A facility that specializes in the care of residents with Alzheimer's or other forms of dementia shall be considered an assisted living facility.~~

Section 2: Subcategory 3.51 of Section 2 of Chapter 3 of Title 10 is hereby amended as follows: 3.51 Group home for ~~handicapped~~ PERSONS WITH DISABILITIES

Section 3: Chapter 4 of Title 10 is hereby amended with the addition of a new Section 17:

10-4-17 GROUP HOMES FOR PERSONS WITH DISABILITIES. GROUP HOMES FOR PERSONS WITH DISABILITIES ARE SUBJECT TO THE FOLLOWING STANDARDS:

1. THE HOME MUST REGISTER WITH THE CITY BEFORE BEING OPERATED AS A GROUP HOME.
2. THE HOME MUST PROVIDE THE CITY WITH A COPY OF ITS STATE LICENSE FOR OPERATION.
3. NO MORE THAN ONE COOKING FACILITY (KITCHEN) IS ALLOWED WITHIN THE HOME.
4. THE MAXIMUM NUMBER OF PERSONS WITH DISABILITIES THAT MAY RESIDE IN THE HOME IS EIGHT (8) OR THE MAXIMUM NUMBER LICENSED BY THE STATE, WHICHEVER IS FEWER.
5. THE MAXIMUM NUMBER OF PERSONS WITH DISABILITIES THAT MAY RESIDE IN THE HOME IS EIGHT (8) OR UP TO TWELVE (12) IF THE PROVISIONS BELOW ARE MET. HOWEVER, IN NO INSTANCE MAY THE NUMBER OF PERSONS WITH DISABILITIES IN THE HOME EXCEED THE NUMBER LICENSED BY THE STATE.
 - A. THE HOME IS COMPATIBLE WITH THE CHARACTER OF THE NEIGHBORHOOD IN TERMS OF THE ARCHITECTURAL DESIGN, SCALE, FORM AND LOCATION OF THE HOME ON THE SITE.
 - B. THE PRIMARY ACCESS TO THE HOME IS LOCATED OFF OF A CITY DESIGNATED MAJOR ARTERIAL STREET.
 - C. THE HOME IS LICENSED FOR SUCH NUMBER BY THE STATE.

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.

Ordinance No. ____

Series 2016

Page 3

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 _____, 2016, 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 _____, 2016, in the Council Chambers, Littleton Center, 2255 West Berry Avenue, Littleton, Colorado, at the hour of 6:30 p.m., or as soon thereafter as it may be heard.

PASSED on second and final reading, following public hearing, by a vote of ____ FOR and ____ AGAINST on the ____ day of _____, 2016 and ordered published by posting at Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

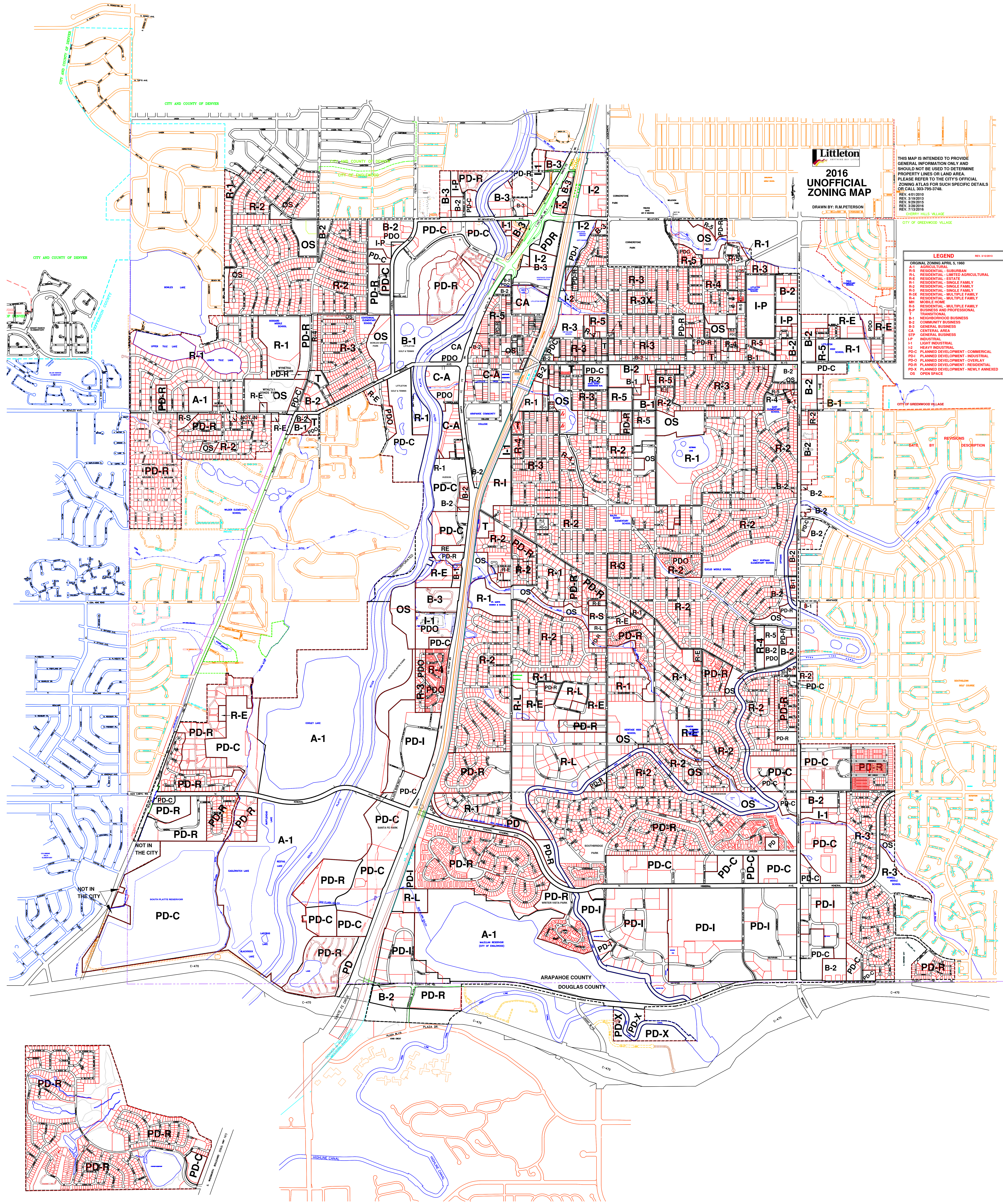
ATTEST:

Wendy Heffner
CITY CLERK

Bruce O. Beckman
MAYOR

APPROVED AS TO FORM:

Kenneth S. Fellman
ACTING CITY ATTORNEY



Littleton
2016
UNOFFICIAL
ZONING MAP
DRAWN BY: R.M. PETERSON

THIS MAP IS INTENDED TO PROVIDE GENERAL INFORMATION ONLY AND SHOULD NOT BE USED TO DETERMINE PROPERTY LINES OR LAND AREA. PLEASE REFER TO THE CITY'S OFFICIAL ZONING ATLAS FOR SUCH SPECIFIC DETAILS OR CALL 303-785-3748.
REV. 3/18/2013
REV. 8/25/2015
REV. 3/28/2016
REV. 7/15/2016
CHERRY HILLS VILLAGE
CITY OF GREENWOOD VILLAGE

LEGEND	
ORIGINAL ZONING APRIL 5, 1960	
A-1	AGRICULTURAL
R-1	RESIDENTIAL - LIMITED AGRICULTURAL
R-2	RESIDENTIAL - ESTATE
R-3	RESIDENTIAL - SINGLE FAMILY
R-4	RESIDENTIAL - SINGLE FAMILY
R-5	RESIDENTIAL - MULTIPLE FAMILY
R-E	RESIDENTIAL - MULTIPLE FAMILY
R-L	RESIDENTIAL - MULTIPLE FAMILY
R-S	RESIDENTIAL - MULTIPLE FAMILY
I-1	INDUSTRIAL
I-2	HEAVY INDUSTRIAL
I-3	INDUSTRIAL
I-4	INDUSTRIAL
I-5	INDUSTRIAL
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I-100	INDUSTRIAL
OS	OPEN SPACE

This roster will be posted to the online agenda packet after the meeting

(This roster is to assist City Council in weighing public opinion on this issue, to assist City Council in conducting the meeting, and generally to promote a fair and orderly hearing.) ****IN ACCORDANCE WITH RULE V(a) OF CITY COUNCIL'S LEGISLATIVE RULES INDIVIDUALS WISHING TO SPEAK ON THIS MATTER WILL BE LIMITED TO 3 MINUTES.**

Tuesday November 15, 2016

SUBJECT: **An ordinance on second reading amending Title 10 of the city code concerning the definitions of Group Home for Persons with Handicaps, Handicap and Assisted Living Facility and to add supplementary standards for group homes for persons with disabilities**

PLEASE PRINT YOUR NAME AND ADDRESS CLEARLY		Phone and/or email	DO YOU FAVOR THE PROJECT?	
NAME:	<i>Pam Chadburn</i>		YES	NO
ADDRESS:				
NAME:			YES	NO
ADDRESS:				
NAME:			YES	NO
ADDRESS:				
NAME:			YES	NO
ADDRESS:				
NAME:			YES	NO
ADDRESS:				
NAME:			YES	NO
ADDRESS:				
NAME:			YES	NO
ADDRESS:				



Staff Communication

File #: Resolution 49-2016, **Version:** 1

Agenda Date: 11/15/2016

Subject:

A resolution approving the 2017 Highline Business Improvement District Operating Plan and Budget

Presented By: Mike Braaten, Deputy City Manager

POLICY QUESTION:

Does city council support approval of the 2017 Highline Business Improvement District Operating Plan and Budget?

BACKGROUND:

The Highline Business Improvement District (the "district") was organized to provide financing for public improvements and services within the Highline Business Area, commonly known as the Ridge at South Park. The district is governed by a board of directors consisting of five electors of the district appointed by city council (the "directors").

As of October 31, 2016, there is one vacancy on the board due to a board member selling his building and becoming ineligible to serve.

NEW INFORMATION SINCE POSTPONEMENT:

Lisa Jacoby, the District Manager, provided clarification pertaining to questions raised by council during the November 1, 2016 council meeting. Ms. Jacoby said that the Board met on November 1st and amended and refined the budget that was originally included in the management plan provided to council. The amended/refined budget and an announcement related to the BID's finances are included as an attachment. Additionally, due to other commitments, Ms. Jacoby will not be able to attend the meeting, however the attorney for the Board, Mr. Rick Kron, will attend.

STAFF ANALYSIS:

All capital improvements for which the district was organized have been completed and are in service. No additional improvements are planned for 2017.

FISCAL IMPACTS:

In 2015, the district successfully negotiated a mutual agreement with the bondholder of the Series 200B Bonds for a reduction and payoff of the 200B bond debt. This reduced the overall bond debt that was subsequently refinanced with a loan from CoBiz in the amount of \$3,000,000. The refinancing resulted in a reduction from the previous bond interest rate of 8.75% to a loan interest rate of 3.60%. An overall present value savings of \$1,299,525 was achieved by the district.

Terms of the 2015 CoBiz loan requires the district to impose a debt service mill levy up to the maximum of 37 mills for payment of the loan principal and interest. The debt amortization schedule is attached as Exhibit C to

the Operating Plan.

Due to debt forgiveness and refinancing of the bonds, the overall district debt has been reduced by \$1,890,544. District property owners will receive the direct benefit of a reduction in the projected mill levy (in the 2017 budget year), of approximately 35% (to 22 mills). Further, it is projected that the District will drop the debt service mill from 22 to 18 beginning with budget year 2018.

STAFF RECOMMENDATION:

Staff recommends that the resolution approving the 2017 Operating Plan and Budget for Highline Business Improvement District be approved.

PROPOSED MOTION:

I move to approve the resolution approving the 2017 Highline Business Improvement District Operating Plan and Budget.

1 **CITY OF LITTLETON, COLORADO**

2
3 **Resolution No. 49**

4
5 **Series, 2016**

6
7 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF**
8 **LITTLETON, COLORADO, APPROVING THE 2016 OPERATING PLAN**
9 **AND BUDGET FOR THE HIGHLINE BUSINESS IMPROVEMENT**
10 **DISTRICT**

11
12
13 **WHEREAS**, the city council established the Highline Business Improvement
14 District by Ordinance No. 25, Series 1998;

15
16 **WHEREAS**, the Highline Business Improvement District has submitted an
17 Operating Plan and Budget for the year 201 for approval by city council as required by Section
18 31-25-1211, C.R.S.

19
20 **NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF**
21 **THE CITY OF LITTLETON, COLORADO, THAT:**

22
23 The Operating Plan and Budget for the Highline Business
24 Improvement District for 2017 is approved.

25
26
27 **INTRODUCED, READ AND ADOPTED** at a regularly scheduled meeting of the
28 City Council of the City of Littleton, Colorado, on the 15th day of November, 2016, at 6:30 p.m.
29 at the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

30 **ATTEST:**

31
32 _____
33 Wendy Heffner
34 CITY CLERK

35 _____
36 Bruce O. Beckman
37 MAYOR

38 **APPROVED AS TO FORM:**

39 _____
40 Kenneth S. Fellman
41 ACTING CITY ATTORNEY

42
43

HIGHLINE BUSINESS IMPROVEMENT DISTRICT

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: 303-987-0835 • 800-741-3254
Fax: 303-987-2032

November 7, 2016

VIA ELECTRONIC AND U.S. MAIL
ccwh@littletongov.org

City of Littleton Council Members
c/o Mike Braaten, Deputy City Manager
2255 W. Berry Ave.
Littleton, CO 80120

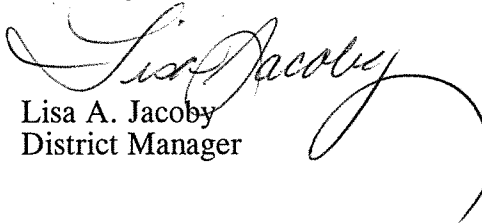
Re: Highline Business Improvement District (HBID)
2017 Operating Plan and Budget

Dear Council Members:

Please excuse the Budget provided September 2, 2016 and find enclosed a revised 2017 Budget for your consideration. It appears that a formula error was identified; however, the incorrect version was attached to the Operating Plan submitted, instead of the correct version.

The Highline Business Improvement District met on November 1, 2016 to review and approve the aforementioned corrected Budget. Also find attached an announcement of the District's very favorable financial accomplishments.

Sincerely,



Lisa A. Jacoby
District Manager

enclosure

c: Rick Kron, Esq.; Spencer Fane

HIGHLINE BUSINESS IMPROVEMENT DISTRICT
Assessed Value, Property Tax and Mill Levy Information

	2015 Actual	2016 Adopted Budget	2017 Preliminary Budget
Assessed Valuation	\$ 10,363,695	\$ 10,717,618	\$ 11,030,695
Mill Levy			
General Fund	2.900	2.900	2.900
Debt Service Fund	37.000	33.200	22.000
Temporary Mill Levy Reduction	-	-	-
Refunds and Abatements	-	-	-
Total Mill Levy	<u>39.900</u>	<u>36.100</u>	<u>24.900</u>
Property Taxes			
General Fund	\$ 30,055	\$ 31,081	\$ 31,989
Debt Service Fund	383,457	355,825	242,675
Temporary Mill Levy Reduction	-	-	-
Refunds and Abatements	-	-	-
Actual/Budgeted Property Taxes	<u>\$ 413,512</u>	<u>\$ 386,906</u>	<u>\$ 274,664</u>

HIGHLINE BUSINESS IMPROVEMENT DISTRICT

GENERAL FUND 2017 Preliminary Budget with 2015 Actual, 2016 Budget, 2016 Amended Budget, and 2016 Estimated Budget

	2015 YTD Actual	01/16-09/16 YTD Actual	2016 Adopted Budget	2016 Estimated Budget	2017 Preliminary Budget
1-501 BEGINNING FUND BALANCE	\$ 46,439	\$ 24,368	\$ 18,441	\$ 24,368	\$ 20,037
REVENUE					
1-510 Property Tax Revenue	29,888	31,050	31,081	31,081	31,989
1-515 Specific Ownership Taxes	9,805	1,614	1,554	1,554	1,599
1-560 Interest Income	88	106	100	100	100
1-580 Transfer from Debt Service	20,875	-	-	-	-
Total Revenue	60,655	32,770	32,735	32,735	33,688
Total Funds Available	107,094	57,138	51,176	57,103	53,725
EXPENDITURES					
1-612 Accounting	8,483	6,409	9,000	8,000	6,000
1-614 Management Fee	12,694	3,115	9,000	5,000	4,000
1-615 Audit	4,202	4,068	5,000	4,500	4,500
1-670 Insurance/SDA	3,300	3,387	3,452	5,000	5,000
1-675 Legal	7,174	1,042	9,000	5,000	4,000
1-679 Statutory Compliance	47	-	-	-	-
1-690 Miscellaneous	1,377	526	600	600	600
1-700 Treasurer's Fees	449	466	466	466	480
1-794 Dissolution Reserve	-	-	-	-	-
Total Expenditures	37,726	19,013	36,518	28,566	24,580
Other Financing (Sources) Uses					
1-795 Contingency	-	-	8,676	3,500	5,000
1-793 Transfer to Debt Service	45,000	-	-	-	-
1-895 Emergency Reserves	-	-	982	-	1,011
Total Expenditures Requiring Appropriation	82,726	19,013	46,176	32,066	30,591
Designated for Dissolution Reserve	-	-	-	5,000	5,000
ENDING FUND BALANCE	\$ 24,368	\$ 38,125	\$ 5,000	\$ 20,037	\$ 23,134

* - The Board is not anticipating the use of these funds until 2025, therefore the balance has been designated as a portion of the ending fund balance rather than as an expenditure in the current year.

HIGHLINE BUSINESS IMPROVEMENT DISTRICT

DEBT SERVICE FUND **2017 Preliminary Budget** with 2015 Actual, 2016 Adopted Budget, 2016 Amended Budget, and 2016 Estimated Budget

	2015 Actual	01/16-09/16 YTD Actual	2016 Adopted Budget	2016 Estimated Budget	2017 Preliminary Budget
2-501 BEGINNING FUND BALANCE	\$ 4,331	\$ 282,510	\$ 297,694	\$ 282,510	\$ 282,573
REVENUE					
2-510 Property Tax Revenue	381,336	355,465	355,825	355,825	242,675
2-515 Specific Ownership Taxes	21,394	18,479	17,791	17,791	12,134
2-520 Loan Proceeds	3,000,000	-	-	-	-
2-530 Contract Rev. (Church)	92,568	169,806	169,806	169,806	117,124
2-575 Miscellaneous income	-	-	-	-	-
2-560 Interest Income	972	793	505	505	505
2-593 Transfer from General Fund	45,000	-	-	-	-
2-594 Transfer from Special Revenue	92,568	-	111	111	-
Total Revenue	3,633,838	544,543	544,038	544,038	372,438
Total Funds Available	3,638,169	827,053	841,732	826,548	655,011
EXPENDITURES					
2-605 Bond Principal	2,650,000	-	-	-	-
2-606 Bond Interest	-	-	-	-	-
2-607 Loan Principal	200,865	-	260,000	260,000	270,000
2-608 Loan Interest	79,921	52,297	104,420	104,420	94,758
2-610 Construction/Mgmt Payoff	150,000	-	-	-	-
2-611 Advance and Reimbursement Agreement	180,000	171,907	169,062	171,907	- **
2-630 Cost of Issuance	68,261	-	-	-	-
2-668 Paying Agent Fees	15	-	2,200	2,200	2,200
2-700 Treasurer's Fees	5,722	5,335	5,337	5,337	3,640
Total Expenditures	3,334,784	229,539	541,019	543,864	370,598
Other Financing (Sources) Uses					
2-890 Transfer to General Fund	20,875	-	-	111	-
Total Expenditures Requiring Appropriation	3,355,658	229,539	541,019	543,975	370,598
Reserve Fund	-	-	250,000	250,000	250,000
ENDING FUND BALANCE	\$ 282,510	\$ 597,514	\$ 300,713	\$ 282,573	\$ 284,413

NOTES TO DEBT SERVICE FUND

** Advance and Reimbursement Agreement was paid off in 2015 and 2016.

HIGHLINE BUSINESS IMPROVEMENT DISTRICT

SPECIAL REVENUE FUND 2017 Preliminary Budget with 2015 Actual, 2016 Adopted Budget, 2016 Estimated Budget

	2015 YTD Actual	2016 Adopted Budget	2016 Estimated Budget	2017 Preliminary Budget
BEGINNING FUND BALANCE	\$ 111	\$ 111	\$ 111	(0)
REVENUE				
Contract Rev. (Church)	92,568	-	-	-
Interest Income	0	-	-	-
Total Revenue	92,568	-	-	-
Total Funds Available	92,679	111	111	(0)
EXPENDITURES				
Contingency	-	-	-	-
Transfer to Debt Service	92,568	111	111	-
Total Expenditures	92,568	111	111	-
Total Expenditures Requiring Appropriation	92,568	111	111	-
ENDING FUND BALANCE	\$ 111	\$ -	(0) \$	-

ANNOUNCEMENT

THE HIGHLINE BUSINESS IMPROVEMENT DISTRICT (“THE DISTRICT”) IS PLEASED TO ANNOUNCE THE FOLLOWING FINANCIAL ACCOMPLISHMENTS:

WHO WE ARE: The Highline Business Improvement District was organized in 1998 to provide financing for construction of public improvements and services needed within the Highline Business Area, commonly known as the Ridge at SouthPark.

The District is governed by a Board of Directors consisting of a total of 5 electors of the District appointed by the City Council of the City of Littleton. Listed below are the 4 (current) Board of Directors, their position on the Board and their business affiliation within SouthPark:

Steven Rasmussen, President. Affiliation - MIE Properties, Inc.

Jacob P. Kuijper, Treasurer. Affiliation - Colorado County Officials and Employees Retirement Association

Mike McKesson, Assistant Secretary. Affiliation - Facilities Contracting Inc.

Keith Carson, Assistant Secretary. Affiliation - Mission Hills Baptist Church

(Note: Patrick Dunahay informed the Board on October 31, 2016 that he was no longer qualified to serve as a Director due the sale of his building and therefore resigned from the Board. Due to this event, there is currently a vacancy on the Board; however, the remaining Directors are soliciting for a potential replacement to recommend to City Council).

FINANCIAL ACCOMPLISHMENT: The District was successful in negotiating the following financial accomplishments towards the reduction of overall debt, which otherwise could not have been achieved with the District’s limited tax revenue stream, nor without the cooperation of those parties affected.

1. Reduction in bond debt: In 2015, the District successfully negotiated with the bondholder a reduction and payoff of bond debt, which reduced the overall bond debt from \$3,949,525 to \$2,650,000. Remaining bond debt was then refinanced with a Loan from CoBiz Bank, thus reducing the previous bond interest rate of 8.75% down to a Loan interest rate of 3.600%; an overall cost savings to the District (along with the forgiveness of debt via the bondholder) of \$1,299,525.

2. Payoff of contracted debt (aka the Operations and Management Agreement): In 2015, the District also successfully negotiated with the beneficiaries of a 2003 Agreement (known as the Operations and Management Agreement), for a reduction in debt from \$389,112 to \$150,000; a total savings of \$239,112.

3. Payoff of contracted debt (the Advance and Reimbursement Agreement): In 2016 the District successfully paid-off the remaining principal and interest due to the beneficiaries of the 2001 Advance and Reimbursement Agreement, an amount totaling \$351,907.

IN SUMMARY: Due to debt forgiveness and refinancing of the bonds, the overall District debt has presently been reduced by \$1,890,544. Taxpayers are receiving a direct benefit of a reduction in the mill levy in budget year 2017 of approximately 33%. Further, projections for tax year 2018 indicate that taxpayers will receive an approximate additional 20% reduction in mill levy.

SECOND PUBLIC COMMENT

3 MINUTE LIMIT PER SPEAKER

Page1

Tuesday November 15, 2016

PLEASE PRINT YOUR NAME AND ADDRESS CLEARLY	EMAIL ADDRESS	TOPIC
1. Scott Keyser ✓	skysur@comcast.com	Littleton Crossing
2. Deanna Cook ✓	deannakaye@mac.com	Littleton Crossing
3. Don Bouns ✓		SP Park Followup
4. PAT Dunahay ✓	7690 South Polo Ridge Dr.	South Park !!
5. KAL MURIB ✓	6323 S. Santa Fe	MAIN ST
6. Luke Flores ✓	lukert@colostate.edu	SP Park.
7. Marty Brz ✓ Dec 6	marty	
8. Carol Brz Dec 6	carol brz renewal	
9. Pam Chadburn		
10.		
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South Platte Park Management Plan—Part 2

These comments follow up those presented two weeks ago, because some said they didn't understand. I want to thank Mike Braaten for setting up a good meeting with Skot Latona and me to discuss the draft's lack of objective criteria against which carrying capacity could be gauged. Tonight, I want to explain why this matters to those who value the two primary missing components: a) the Park's desirable setting and service character conditions and b) the life-enriching benefits they want to derive from those conditions.

The draft's table of contents reveals: 1) a Resource Management section dealing with vegetation, water, fisheries, and wildlife; 2) a Visitor Management section dealing with vehicle access, trails, signs, facilities, and recreation activities; and 3) an Interpretive Program section. These address actions for managing resources, visitors, and programs.

But nowhere does the draft yet identify what specific setting and service character conditions to be provided and maintained by those actions. Nor does it identify the specific recreation outcomes from which individuals, households and communities, the local economy, and the environment itself benefit. Actions included in the draft might well be serving other unspecified purposes.

At least two important components appear to be missing, which this graphic makes more transparent. First, for the park to actually be re-creational, specific re-creational outcomes sought by the people being served—and on which they depend should be identified. The most responsive recreation management plans focus their objectives not on outputs—actions and programs to get done—but on desired end results to be achieved.

Secondly, these are followed-up with management prescriptions specifying the essential physical, social, and administrative setting and service character conditions on which valued outcomes depend. Otherwise, setting and service character conditions will continue to change, unmanaged; and with that change will be an erosion of setting and service dependent outcomes that both park users and affected citizens depend on. That's why this is where objective carrying capacity measures should be indexed.

Finally, the most effective and efficient plans ensure that the only resource, visitor, facility, and program management actions included in plans are those required to achieve planned outcomes and character conditions.

A more structural recreation planning hierarchy holds actions and programs accountable to actually produce attainable re-creating end results by maintaining essential setting and service character conditions on which they depend. Actions and programs must not be viewed as ends unto themselves.

Thank you very much!

CONTENT

PLAN COMPONENT

FUNCTION

Re-creational Outcomes

- Individual
- Household & Community
- Social
- Environmental

Management Objectives

Explain “*Why*”

Essential Setting and Service Character Conditions

- Bio-physical
- Social
- Administrative

Management Prescriptions

Address “*What*”

Resource, Facility, and Program Management

Implementation Actions

Outline “*How*”