



City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Meeting Agenda

City Council

Tuesday, December 6, 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 38-2016](#) An ordinance on first reading amending Ordinance No. 95 Series of 2015 known as the Annual Appropriation Bill for all municipal purposes for the fiscal year beginning January 1, 2016 and ending December 31, 2016.
- Attachments:** [Ordinance No 38-2016](#)
- b) [Resolution 68-2016](#) A resolution, as the governing body of the Littleton Stormwater and Flood Management Utility Enterprise, amending the 2016 budget
- Attachments:** [Storm Amendment Resolution.docx](#)
- c) [ID# 16-280](#) Motion to approve the settlement agreement for Kasko, LLC v. City of Littleton

6. Ordinances for Second Reading and Public Hearing

- a) [Ordinance 29-2016](#) An ordinance on second 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) [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](#)
[City of Littleton - First Amendment 120116](#)
[REDLINE DRAFT - First Amendment 112516](#)
[Enterprise Services general terms and conditions \(091916\)](#)
[Ordinance 2014-01 - Comcast MSA \(010714\)](#)
[City of Littleton MSA](#)

- c) [Ordinance 37-2016](#) An ordinance on second 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](#)
[Sole Supplier Documents T-18](#)
[JPMorgan Chase Bank redline version](#)
[JPMorgan Chase Bank Amendment to Master Lease](#)
[2012 Chase Master Lease Littleton](#)

- d) [Ordinance 35-2016](#) An ordinance on second reading approving a five-year agreement with Advanced Data Processing, Inc., a subsidiary of Intermedix Corporation.

Attachments: [Ordinance No 35-2016](#)
[Intermedix Contract Redline](#)
[Intermedix Ambulance Billing Services Agmt Final 11.16.16 \(for client signature](#)

- e) [Ordinance 32-2016](#) An ordinance on second reading, adopting the 2017 Littleton Emergency Medical Transportation Enterprise Fund budget

Attachments: [Ordinance 32-2016](#)

- f) [Ordinance 33-2016](#) An ordinance on second reading, adopting the 2017 Littleton Sewer Utility Enterprise Fund budget

Attachments: [Ordinance No 33-2016](#)

- g) [Ordinance 34-2016](#) An ordinance on second reading adopting the 2017 Littleton Stormwater and Flood Management Utility Enterprise budget.

Attachments: [Ordinance 34-2016](#)

- h) [Ordinance 19-2016](#) An ordinance on second reading repealing the city's Santa Fe Urban Renewal Plan

Attachments: [Ordinance No 19-2016](#)
[8.18.2014-Santa Fe Urban Renewal Plan with Legal](#)
[Overview of Numbers for URA LIFT Nov 15 2016 - PDF](#)

- i) [Ordinance 17-2016](#) An ordinance on second reading repealing the city's Littleton Boulevard Urban Renewal Plan
Attachments: [Ordinance No 17-2016](#)
[Littleton Boulevard Urban Renewal Plan with Legal 2.7.2015-Final](#)
[Overview of Numbers for URA LIFT Nov 15 2016 - PDF](#)
- j) [Ordinance 18-2016](#) An ordinance on second reading repealing the city's North Broadway Urban Renewal Plan
Attachments: [Ordinance No 18-2016](#)
[North Broadway Urban Renewal Plan with Legal-2.7.2015-Final](#)
[Overview of Numbers for URA LIFT Nov 15 2016 - PDF](#)
- k) [Ordinance 03-2016](#) An ordinance on second reading abolishing the Littleton Invests for Tomorrow Urban Renewal Authority pursuant to C.R.S. § 31-25-115(2)
Attachments: [Ordinance No 03-2016](#)
[Overview of Numbers for URA LIFT Nov 15 2016 - PDF](#)
[urbanrenewalnoticeletterrevised4](#)
[City of Littleton - File # ID# 16-181 - Aug 9 2016 study session 1 on urban rene](#)
[City of Littleton - File # ID# 16-193 Aug 23 2016 study session 2 on urban rene](#)
[LIFT Checking acct 9-12-16 old and new](#)
[COLO TRUST Statement Aug 2016 - NO ACCT NUMBER](#)
[ARAP CO 11-15-16 letter on urban renewal](#)
[LIFT Action Plan 12-6-16 \(1\)](#)

7. General Business

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 December 6, 2016

PLEASE PRINT YOUR NAME AND ADDRESS CLEARLY	EMAIL ADDRESS	ITEM # / SUBJECT
1. Jim Sayers 3891 W. Wagon Trail Dr. 80123	ksayers@speakeasy.net	Columbine Square redevelopment
2. Carol Pinigis 3861 W. Wagon Tr. Dr. 80123	carol-pinigis@comcast.net	
3. JOHN WATSON ✓ JOHN DOUGLAS WATSON	JOHNDOUGLASWATSON@GMAIL.COM	URBAN RENEWAL ETC.
4. Kyle Schlachter ✓ 1704 W. Lincoln Ave	kyleschlachter@gmail.com	General
5. Carol		
6. Carolyn Bradish ✓	cbradish@renov.net	Urban Renewal
7. Jonathan Spencer ✓	carday303@gmail.com	UR
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City of Littleton

5a
Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Staff Communication

File #: Ordinance 38-2016, **Version:** 1

Agenda Date: 12/06/2016

Subject:

An ordinance on first reading amending Ordinance No. 95 Series of 2015 known as the Annual Appropriation Bill for all municipal purposes for the fiscal year beginning January 1, 2016 and ending December 31, 2016.

Presented By: Tiffany Hooten, Assistant Finance Director
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POLICY QUESTION:

Does city council support an amendment to the 2016 annual appropriation for the City of Littleton?

BACKGROUND:

These funds are recommended to be increased:

General Fund - \$908,040

The General Fund increase is comprised of the following.

- Contract City Attorney services and personnel recruitment - \$45,000. The city has contracted for city attorney services while also recruiting for this vacant position. This is the additional amount needed for these costs.
- Police Investigation - \$500,000. This increase is related to the current missing person investigation.
- Sales Tax Increment - \$210,040. The city provides sales tax increment financing to the urban renewal authority, Littleton Invests for Tomorrow. This is the amount of sales tax increment in 2016.
- Incentive agreements - \$78,000. The city council approved incentive agreements in 2013 and 2014 with local businesses. This is the amount of the incentive agreements for 2016.
- Transfer to Geneva Village Fund - \$75,000. Emergency gas line repairs were needed at Geneva Village. This is a transfer from the General Fund to the Geneva Village Fund for those repairs.

Consolidated Special Revenue Fund - \$35,000

The community room audio system is in need of an upgrade. There have been several instances in which the quality of the sound system have been impaired. The city is soliciting requests for proposals to upgrade the microphone in the community room. These upgrades will be paid from the available fund balance of PEG funds which can only be used to acquire equipment for cable television programming.

Grant Fund - \$88,000

The city received a grant of \$88,000 from the Federal Transit Administration through the Colorado Department of Transportation for the purchase of two buses for the Omnibus program which was approved by city council on February 16, 2016. The required city match of \$22,000 will be paid from the fleet vehicle replacement line item as part of the original appropriation in the Capital Projects Fund. This request represents the grant portion.

Open Space Fund - \$149,000

The city received a grant from Arapahoe County Open Space of \$148,587 with a city match required of \$50,000 for the Centennial Academy of Fine Arts playground renovation. This is for the pass through amount as the city has a financial interest and is required to report the pass through as an expenditure. The city's match of \$50,000 was paid to Littleton Public Schools in 2014.

Geneva Village - \$75,000

During 2016, it became evident that there was an emergency need to repair gas lines at Geneva Village. These repairs were completed; however, a transfer from the general fund is needed to maintain an adequate reserve in the fund for minor repairs throughout the year.

STAFF ANALYSIS:

Amending the annual appropriation bill is a typical process that the city conducts every year.

FISCAL IMPACTS:

The 2016 budget appropriation is recommended to increase by \$1,255,040.

STAFF RECOMMENDATION:

Staff recommends approval of the ordinance on first reading amending the 2016 budget.

PROPOSED MOTION:

I move to approve on first reading the ordinance amending Ordinance No. 95 Series of 2015 known as the Annual Appropriation Bill for all municipal purposes for the fiscal year beginning January 1, 2016 and ending December 31, 2016 and to schedule a public hearing on December 20, 2016, at 6:30 p.m. in the council chamber.

1 **CITY OF LITTLETON, COLORADO**

2
3 **ORDINANCE NO. 38**
4 **Series, 2016**

5
6 **INTRODUCED BY COUNCILMEMBERS**

7
8 **AN ORDINANCE OF THE CITY OF LITTLETON,**
9 **COLORADO, AMENDING ORDINANCE NO. 95 SERIES**
10 **OF 2015 KNOWN AS THE “ANNUAL APPROPRIATION**
11 **BILL” FOR ALL MUNICIPAL PURPOSES OF THE CITY**
12 **OF LITTLETON, COUNTIES OF ARAPAHOE,**
13 **JEFFERSON AND DOUGLAS, STATE OF COLORADO,**
14 **FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2016**
15 **AND ENDING DECEMBER 31, 2016.**

16
17
18 **WHEREAS,** Ordinance No. 95, Series of 2015 established the annual
19 appropriation for municipal purposes for the City of Littleton, Colorado, as amended by
20 Ordinance No. 106, Series of 2015;

21
22 **WHEREAS,** appropriations have theretofore been made for the expenditures of
23 monies pursuant to said budget; and

24
25 **WHEREAS,** the necessity of receiving and expending additional monies from the
26 various funds could not have been reasonably anticipated during the time of adoption of the
27 budget and appropriation of funds in accordance therewith;

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

31
32 **Section 1:** The budget of the City of Littleton for the fiscal year beginning
33 January 1, 2016, and ending December 31, 2016, is hereby amended by additions to the
34 following funds:

35
36

<u>FUND</u>	<u>EXPENDITURE</u>
General Fund	\$ 908,040
Consolidated Special Revenue Fund	\$ 35,000
Grants Fund	\$ 88,000
Open Space Fund	\$ 149,000
Geneva Village Fund	\$ 75,000
Total	\$ 1,255,040

44
45 **Section 2:** The provisions of the annual appropriations Ordinance No. 95,
46 Series of 2015, as amended by Ordinance No. 106, Series of 2015, are hereby amended with the
47 total of all fund expenditures amended to \$91,436,570.
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INTRODUCED, AS A BILL at the regularly scheduled meeting of the city council of
the of the City of Littleton, Colorado, on the 6th day of December, 2016, passed on first reading by a
vote of ____ FOR and ____ 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 20th day of December,
2016, in the Council Chamber, Littleton Center, 2255 West Berry Avenue, Littleton, Colorado,
at the hour of 7:00 p.m., or as soon thereafter as it may be heard.

PASSED on second and final reading, following public hearing, by a vote of ____
FOR and ____ AGAINST on the 20th 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 #: Resolution 68-2016, **Version:** 1

Agenda Date: 12/06/2016

Subject:

A resolution, as the governing body of the Littleton Stormwater and Flood Management Utility Enterprise, amending the 2016 budget

Presented By: Tiffany Hooten, Assistant Finance Director
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POLICY QUESTION:

Does city council support a resolution to amend the 2016 budget for the Littleton Stormwater and Flood Management Utility Enterprise?

BACKGROUND:

A study session was held on October 11, 2016 regarding the Littleton Stormwater and Flood Management Utility Enterprise which included discussion of emergency stormwater repairs in 2016 at a cost of \$290,000. The amendment is related to addressing the repairs to the collapsed culvert under Broadway at Lee Gulch.

STAFF ANALYSIS:

N/A

FISCAL IMPACTS:

Approval will amend the 2016 appropriation to \$1,245,330.

STAFF RECOMMENDATION:

Staff recommends approval of the resolution amending the 2016 budget for the Littleton Stormwater and Flood Management Utility Enterprise by \$290,000.

PROPOSED MOTION:

I move to approve the resolution amending the City of Littleton 2016 Littleton Stormwater and Flood Management Utility Enterprise budget.

1 **CITY OF LITTLETON, COLORADO**

2
3 **Resolution No. 68**

4
5 **Series, 2016**

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7 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF**
8 **LITTLETON, COLORADO, AS THE GOVERNING BODY OF THE CITY**
9 **OF LITTLETON STORMWATER AND FLOOD MANAGEMENT**
10 **UTILITY ENTERPRISE, AMENDING THE 2016 BUDGET.**

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13 **WHEREAS,** the City Council established the City of Littleton Stormwater and
14 Flood Management Utility Enterprise (the “Enterprise”) by Ordinance Number 33, Series of
15 2013;

16
17 **WHEREAS,** Resolution No. 59, Series of 2015 established the 2016 budget for
18 the Enterprise;

19
20 **WHEREAS,** the necessity of expending additional monies from this Enterprise
21 could not have been reasonably anticipated during the time of the approval of the resolution of
22 the 2016 budget;

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24
25 **NOW, THEREFORE,** be it resolved by the city council of the City of Littleton,
26 Colorado, acting as the governing board of the city of Littleton Stormwater and Flood
27 Management Utility Enterprise, that:

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29 The budgeted expenditures for the City of Littleton Stormwater and Flood
30 Management Utility Enterprise for the period January 1, 2016 to December 31, 2016 shall be
31 \$1,245,330.
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INTRODUCED, READ AND ADOPTED at a regularly scheduled meeting of the
City Council of the City of Littleton, Colorado, on the 6th day of December, 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



Staff Communication

File #: Ordinance 19-2016, **Version:** 2

Agenda Date: 12/06/2016

Subject:

An ordinance on second reading repealing the city's Santa Fe Urban Renewal Plan

Presented By: Mike Braaten, Deputy City Manager

POLICY QUESTION:

Does city council support repealing the Santa Fe Urban Renewal Plan?

BACKGROUND:

The Santa Fe Urban Renewal Plan was adopted by council in November, 2014 and is provided as an attachment to this staff report.

This plan was the subject of a lawsuit brought by the city against the county assessor, and in June, 2016, the court issued its order in *Littleton v. Sakdol*, which resulted in the removal of land classified as agricultural from the Santa Fe Urban Renewal Plan Area, including the property commonly known as the "Ensor Property." The attached plan has not been updated to reflect the removal of that land.

At the March 15, 2016 meeting, Council Member Valdes moved, with Council Member Cole seconding and the city council voting 5-2 (Brinkman and Hopping voting "no") to "direct the city manager to provide to council at the next scheduled regular council meeting on April 5, 2016 an ordinance or ordinances and resolutions for council's consideration and vote to dismantle Littleton's urban renewal and the LIFT Board including the handling of the outstanding loan to LIFT, and addressing any tax collection concerns, if any, and consider the status of any pending litigation concerning urban renewal."

On April 5, 2016, Mayor Pro Tem Brinkman moved and Council Member Hopping seconded that Ordinance 03-2016 abolishing the Littleton Urban Renewal Authority pursuant to CRS 31-25-115 (2) and repealing the city's urban renewal plans be tabled until June 7, during which time council will conduct meetings with the appointed Urban Renewal Authority, the Planning Board, and other pertinent entities as appropriate in order to learn and explore all sides of the issues and determine in open meetings whether or not the dissolution of LIFT and the city's urban renewal plans is in the best interests of citizens. The vote was 5-2 with Mayor Beckman and Council Member Clark voting no.

On May 3, 2016 Council Member Hopping moved and Council Member Brinkman seconded to reschedule the joint study session with Planning Board and LIFT from May 24, 2016 to June 14, 2016, moving first reading of ordinance 03-2016 in reference to the abolishment of Littleton Invests for Tomorrow and repealing the city's urban renewal ordinances to July 5, 2016 with the second reading and public hearing on July 19, 2016. The vote was 5-2, the motion carried with Council Members Clark and Valdes voting no.

On July 5th, Council Member Hopping moved and Council Member Cernanec seconded to postpone indefinitely an ordinance abolishing the Littleton Invests for Tomorrow Urban Renewal Authority pursuant to C.R.S. § 31-25-115(2) and repealing the city's urban renewal plans until further study by council.

Council Member Cole moved and Council Member Valdes seconded to amend the motion to postpone [the ordinance] to date certain on October 4, with study sessions to be scheduled to discuss LIFT and Urban Renewal. That motion carried 6-1 with Council Member Hopping voting no.

Following that motion, council had two additional study sessions to further discuss urban renewal. Those study sessions occurred August 9 and August 23, 2016.

STAFF ANALYSIS:

As addressed in the August 9, 2016 study session staff memo, council has the authority to repeal any or all of the adopted urban renewal plans.

Council has provided direction to the Planning Board and the Community Development staff that corridor plans for Santa Fe and Belleview should be a high priority with plans for Littleton Boulevard and Broadway to follow. The Santa Fe corridor plan will include the general areas addressed in this urban renewal plan.

If council decides to keep this, or any of the plans, urban renewal could assist in addressing public infrastructure needs within those corridors/plan areas or assist in the development/redevelopment in the plan area. Conversely, the community has voiced concerns with the use of urban renewal and public improvements could be addressed through other mechanisms available to the city.

Should council approve the repeal of the Santa Fe Urban Renewal Plan, it will take effect seven days after publication following council adoption. Should repeal of the plan be approved, no additional tax increment will be collected. According to state statute, all property tax increment previously collected will be repaid to each taxing body based on a pro rata share of each entity's mill levy.

Repeal of the plans does not trigger a requirement for ratification by the voters under section 64.5 of the city charter.

Should council choose to not repeal the plan, then LIFT must be kept as the organization to administer the plan.

REVISED FISCAL IMPACTS:

There are no undertakings or activities occurring in the plan area. There has been \$3,045 in property tax increment collected from the Santa Fe Urban Renewal Plan area and no sales tax increment. Staff expects minor administrative and legal costs associated with returning property tax increment funds on a pro-rata share to the city's taxing partners.

STAFF RECOMMENDATION:

Staff recommends support of the ordinance.

PROPOSED MOTION:

I move to approve the ordinance repealing the city's Santa Fe Urban Renewal Plan.

1 **CITY OF LITTLETON, COLORADO**
2 **ORDINANCE NO. 19**
3 **Series 2016**

4
5 **INTRODUCED BY COUNCILMEMBERS: BRINKMAN & COLE**

6
7 **AN ORDINANCE OF THE CITY OF LITTLETON,**
8 **COLORADO, REPEALING THE CITY'S SANTA FE**
9 **URBAN RENEWAL PLAN**

10
11 **WHEREAS**, the Littleton Invests For Tomorrow Urban Renewal Authority is a body
12 corporate and was duly organized, established and authorized by the City of Littleton to transact
13 business and exercise its powers as an urban renewal authority, under and pursuant to the
14 Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the "Urban Renewal
15 Law");

16
17 **WHEREAS**, on November 4, 2014, upon the recommendation of the Littleton Invests
18 For Tomorrow Urban Renewal Authority, and following review of the City of Littleton Planning
19 Board for conformance with the general plan for the development of the City of Littleton, and
20 after public hearings, the City Council for the City of Littleton determined that blight, as defined
21 by C.R.S. § 31-25-103(2), exists in the Santa Fe Urban Renewal Plan Area and that such area is
22 appropriate for an urban renewal project pursuant to the Urban Renewal Law;

23
24 **WHEREAS**, in March 2015, the citizens of Littleton approved Ballot Question 300, a
25 citizen initiative that added a new section 64.5 to the City Charter, which states: "Any Council
26 action approving or modifying an urban renewal plan pursuant to part 1 of the Colorado urban
27 renewal law must be ratified by the registered electors of the City of Littleton if the approval or
28 modification of the urban renewal plan proposes the use of or change to eminent domain,
29 condemnation, tax increment financing, revenue sharing, or cost sharing.";

30
31 **WHEREAS**, the Littleton Invests For Tomorrow Urban Renewal Authority has been in
32 the process of identifying the specific undertakings and activities that it desires to implement as
33 part of the project to accomplish the purposes of the Urban Renewal Law in the urban renewal
34 area, but has not yet undertaken to implement specific development proposals in the urban
35 renewal area;

36
37 **WHEREAS**, notwithstanding the determinations made by the City Council that the Santa
38 Fe Urban Renewal Plan Area is appropriate for urban renewal projects, the establishment of such
39 area as blighted under the Urban Renewal Law and the implementation of the activities and
40 undertakings as contemplated under the Urban Renewal Law, including the tax increment
41 financing authorized to facilitate and accomplish such activities and undertakings, such
42 determinations have become increasingly divisive and political for the City and its citizens;

43
44 **WHEREAS**, in June, 2016, the court issued its order in Littleton v. Sakdol, which
45 resulted in the removal of land classified as agricultural from the Santa Fe Urban Renewal Plan
46 Area, including the property commonly known as the "Ensor Property;"

47

1 **WHEREAS**, the City Council of the City of Littleton desires to repeal the Santa Fe
2 Urban Renewal Plan approved by the City Council, pursuant to and in conformance with the
3 requirements of the Urban Renewal Law.
4

5 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE**
6 **CITY OF LITTLETON, COLORADO, THAT:**
7

8 **Section 1:** The urban renewal plan known as the "Santa Fe Urban Renewal Plan"
9 approved by City Council Resolution No. 137, Series 2014, as amended, is hereby and shall be
10 repealed in its entirety and shall no longer be of force or effect. The City Council finds and
11 determines that adequate arrangements have been made for any outstanding indebtedness and
12 other obligations of the Littleton Invests For Tomorrow Urban Renewal Authority related to the
13 Santa Fe Urban Renewal Plan.
14
15

16 **Section 2:** Severability. If any part, section, subsection, sentence, clause or phrase of
17 this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity of
18 the remaining sections of this ordinance. The City Council hereby declares that it would have
19 passed this ordinance, including each part, section, subsection, sentence, clause or phrase hereof,
20 irrespective of the fact that one or more parts, sections, subsections, sentences, clauses or phrases
21 may be declared invalid.
22

23 **Section 3:** Repealer. All ordinances or resolutions, or parts thereof, in conflict with
24 this ordinance are hereby repealed, provided that this repealer shall not repeal the repealer
25 clauses of such ordinance nor revive any ordinance thereby.
26

27 INTRODUCED AS A BILL at a regularly scheduled meeting of the City Council of the
28 City of Littleton on the 4th day of October, 2016, passed on first reading by a vote of 5 FOR and
29 2 AGAINST; and ordered published by posting at Littleton Center, Bemis Library, the Municipal
30 Courthouse and on the City of Littleton Website.
31

32 PUBLIC HEARING on the Ordinance to take place on the 6th day of December, 2016, in
33 the Council Chamber, Littleton Center, 2255 West Berry Avenue, Littleton, Colorado, at the
34 hour of 6:30 p.m., or as soon thereafter as it may be heard.
35

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:

Ken Fellman
CITY ATTORNEY

Santa Fe Urban Renewal Plan

City of Littleton, Colorado

Santa Fe Urban Renewal Plan

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Santa Fe Urban Renewal Plan

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Santa Fe Urban Renewal Plan

City of Littleton, Colorado

1.0 Introduction

1.1 Preface

This Santa Fe Urban Renewal Plan (the “Plan” or the “Urban Renewal Plan”) has been prepared for the City of Littleton (“City”). It will be carried out by Littleton Invests for Tomorrow (the “Authority” or LIFT), pursuant to the provisions of the Urban Renewal Law of the State of Colorado, Part 1 of Article 25 of Title 31, Colorado Revised Statutes, 1973, as amended (the “Act”). The administration and implementation of this Plan, including the preparation and execution of any documents implementing it, shall be performed by LIFT.

1.2 Blight Findings

Under the Act, an urban renewal area is a blighted area, which has been designated as appropriate for Urban Renewal Projects. In each urban renewal area, conditions of blight, as defined by the Act, must be present, and in order for LIFT to exercise its powers, the City Council must find that the presence of those conditions of blight, “substantially impairs or arrests the sound growth of the municipality or constitutes an economic or social liability, and is a menace to the public health, safety, morals or welfare.”

The Santa Fe Area Conditions Survey, prepared by Ricker|Cunningham, dated June, 2014, and presented to the LIFT Board under separate cover, demonstrates that the Santa Fe Area (the “Study Area”), as defined in the Survey, is a blighted area under the Act.

1.3 Other Findings

The Area, as defined in Section 1.4 below, is appropriate for one or more urban renewal activities and undertakings authorized by the Act to be advanced by LIFT.

It is the intent of the City Council in adopting this Plan that LIFT has available to it powers authorized in the Act which are necessary and appropriate to accomplish the objectives stated herein. Further, it is the intent of this Plan that LIFT exercise these powers for the elimination of qualifying conditions in the Area and furtherance of the goals and objectives of the community's general plan.

The powers conferred by the Act are for public uses and purposes for which public money may be expended. This Plan is in the public interest and necessity -- such finding being a matter of legislative determination by the City Council.

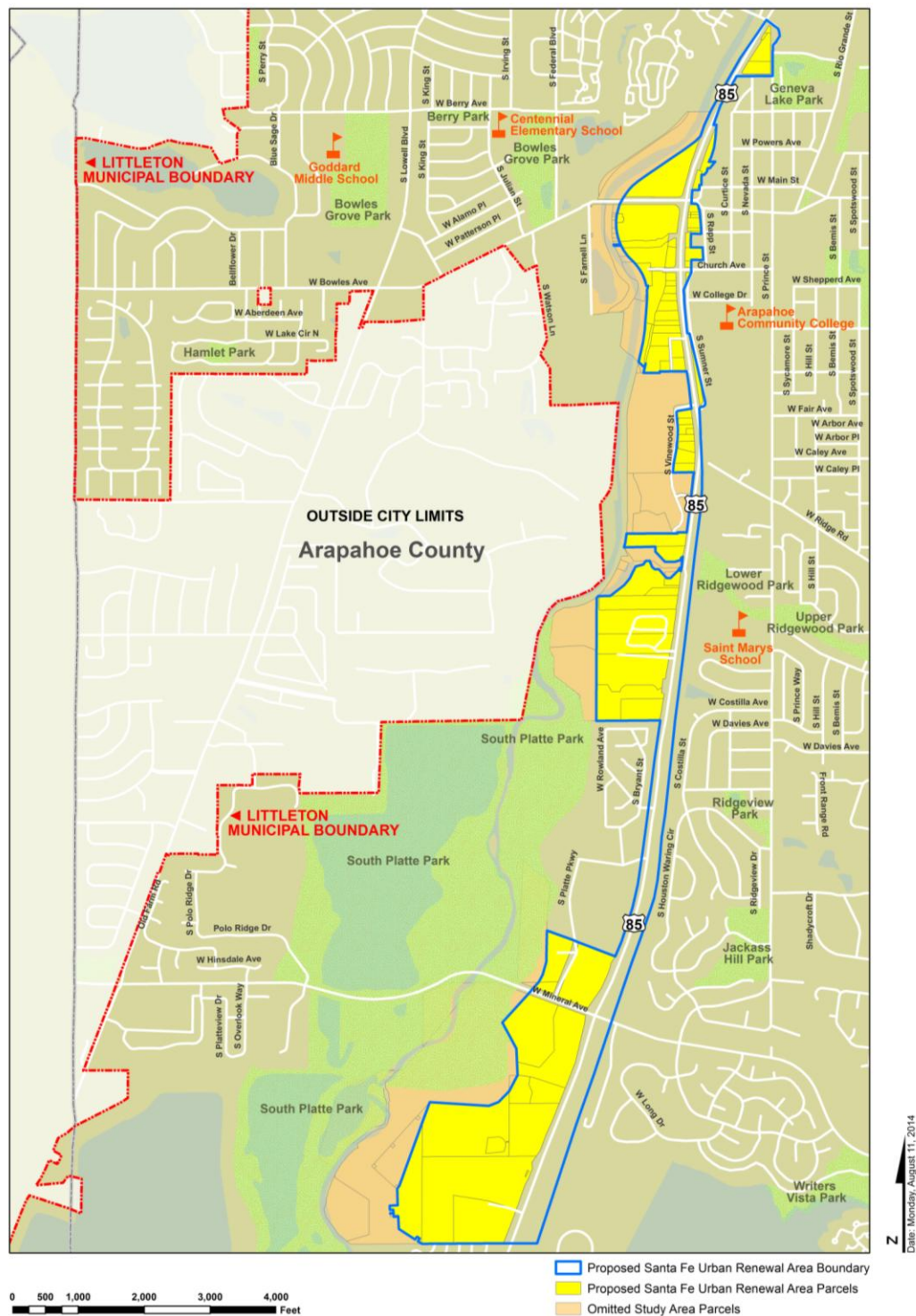
1.4 Urban Renewal Area Boundaries

The Area includes all properties within the City limits as delineated in Figure No. 1 and described in the legal description presented in Appendix B. The boundaries of the Area include approximately 266 acres of land generally defined to include 83 legal parcels and adjacent rights-of-way. Geographically, it is situated in the western portion of the city, with parcels located along the eastern and western edges of State Highway 85 or Santa Fe Drive between South Prince Street on the north and the Douglas County line on the south. The Area includes several improved and unimproved commercial tracts, as well as vacant tracts intended for commercial use. In case of a conflict, the legal description presented in Appendix B shall prevail.

1.4.1 Map of Santa Fe Urban Renewal Plan Area (Figure No. 1)

The Urban Renewal Area map is presented as Figure No. 1 on the following page.

Figure No. 1: Santa Fe Urban Renewal Plan Area



1.5 Public Participation

The Plan's content was presented to business and property owners located within the Plan boundaries, as well as the community at-large, at an informational meeting held Monday, August 11, 2014 at the South Metro Denver Realtor Association offices at 7899 South Lincoln Court, Littleton, CO 80122. All property owners of record received notice of the meeting. The LIFT Board approved the Plan on Monday, August 18, 2014 at a regular meeting of the Authority. Notification of the public hearing **will be** provided to property owners, residents and owners of business concerns at their last known address of record within the Area as required by the Act. Notice of the public hearing to consider the Plan **will be** published in the Littleton Independent.

The Planning Board reviewed the Plan on Monday, August 25, 2014, and Thursday, September 4, 2014, and recommended adoption of the Plan as being consistent with the City's Comprehensive Plan, the Citywide Plan, a Section of the City of Littleton Comprehensive Plan, adopted 2014, as amended. Whereas it is the intent of LIFT and City Council to provide for public participation in proposed developments and planning efforts, which advance the intent of the Plan; plans and development proposals submitted for approval by LIFT will continue to be made available to the public in an open meeting format.

2.0 Definitions

Act – means the Urban Renewal Law of the State of Colorado, Part 1 of Article 25 of Title 31, Colorado Revised Statutes, as amended. Unless otherwise stated, all capitalized terms herein shall have the same meaning as set forth in the Act.

Activity Area – means targeted areas that have a potential for new development or redevelopment and usually within the study area of a Corridor Plan or Neighborhood Plan. These can serve as catalyst areas for economic development efforts, public / private joint ventures or special districts to encourage innovative development (as defined in the Citywide Plan, Adopted 2014).

Area or Urban Renewal Area – means the Santa Fe Urban Renewal Plan Area as depicted in Figure No. 1 and legally described in Appendix B.

Authority – means Littleton Invests for Tomorrow (LIFT).

Base Amount – means that portion of property taxes which are produced by the levy at the rate fixed each year by or for each public body upon the valuation for assessment of taxable property in a Tax Increment Area last certified prior to the effective date of approval of the Plan; and, that portion of municipal sales taxes collected within the boundaries of the Tax Increment Area in the twelve-month period ending on the last day of the month prior to the effective date of approval of the Plan.

City Council – means the City Council of the City of Littleton.

Comprehensive Plan – means the Citywide Plan, a Section of the City of Littleton Comprehensive Plan, adopted 2014.

Cooperation Agreement – means any agreement between LIFT and the City, or any public body (the term “public body” being used in this Plan as defined by the Act) respecting action to be taken pursuant to any of the powers set forth in the Act or in any other provision of Colorado law, for the purpose of facilitating public undertakings deemed necessary or appropriate by LIFT under this Plan.

Corridor – generally represents linear areas along major arterial streets and including commercial corridors (as defined in the Citywide Plan, adopted 2014).

C.R.S. – means the Colorado Revised Statutes, as amended from time to time.

Economic Plan – means the City of Littleton Economic Plan, adopted 2013.

Impact Report – means the Santa Fe Urban Renewal Plan - Arapahoe County Impact Report prepared by RickerCunningham, dated August 2014 and presented to the LIFT Board under separate cover.

Plan or Urban Renewal Plan – means this Santa Fe Urban Renewal Plan (the Plan).

Redevelopment / Development Agreement – means one or more agreements between LIFT and developer(s) and / or property owners or such other individuals or entities as may be determined by LIFT to be necessary or desirable to carry out the purposes of this Plan.

Study Area – means the geographic area defined for the Survey.

Survey – means the Santa Fe Conditions Survey, prepared by RickerCunningham, dated June, 2014 and presented to the LIFT Board under separate cover.

Tax Increment – means that portion of property and / or municipal sales taxes in excess of the base amount set forth in Section 7.3.2 of this Plan allocated to and, when collected paid into LIFT's Tax Increment Revenue Fund.

Tax Increment Areas – means one or more areas designated as a Tax Increment Area, as defined and pursuant to the procedures set forth in Section 6.12 of this Plan.

Tax Increment Finance (or Financing) (TIF) - means a financing mechanism which uses future revenues resulting from private investment within an established area (Tax Increment Area) to fund improvements for the public benefit.

Tax Increment Revenue Fund - means a fund supervised by the Authority and the resources of which include incremental ad valorem property and municipal sales tax revenue resulting from investment and reinvestment in an established urban renewal area.

Urban Renewal Project – as defined in the Act.

3.0 Plan Purpose and Vision

The purpose of this Plan is to reduce, eliminate and prevent the spread of blight and to stimulate growth and investment within the Area boundaries. To accomplish this purpose, the Plan is intended to promote local objectives expressed in adopted community plans and advance the priorities of the Comprehensive Plan. The City of Littleton's Comprehensive Plan, known as the Citywide Plan, a Section of the City of Littleton Comprehensive Plan, was adopted in 2014. Presented below is an excerpt (taken verbatim) from that plan that describes its content and intentions for advancing *A Vision for the Future of Littleton*. Additional excerpts are presented in Appendix A of this Plan and referenced in Section 5.0 below.

3.1 Plan Vision

The Citywide Plan is comprised of two sections that guide the city's future land-use-related actions. The first – Part I: Goals and Policies – is based on values that were articulated through Inspire Littleton's two-year process of gathering community ideas and feedback. As explained, "These values reflect themes that resonated throughout citizen comments on why this community is special and what they would like Littleton to become." Further, "These core values form the foundation for the Neighborhood, Corridor, and Activity Area Plans that will guide development and decision-making tailored to the community's needs." Finally, "In this combination, future planning, development, land use, and zoning decisions should reflect the overarching Goals and Vision outlined here."

The second section – Part II: Transformative Actions – describes strategic actions in areas of primary importance necessary to achieve the citywide Goals and Policies outlined in Part I. As explained, "These actions will guide all underlying plan and policy documents, as well as zoning code changes, budget decisions, and capital investments. To achieve the citizens' vision for Littleton, there must be a collaborative, long-term commitment to these strategic actions."

Vision for the Future of Littleton

Littleton is a community that embraces its authentic small-town qualities while enjoying the advantages of a metropolitan area. The city should continue to exemplify and promote a sustainable economy, environment, and society. Littleton will:

- Respect and build upon its history
- **Foster its small-town, family-friendly character**
- Be home to people of all ages and backgrounds
- Value livability, diversity, and progress
- Promote a vibrant economy for individuals, businesses, and the city as a whole
- Value the importance of its citizens and its natural resources
- **Manage and direct change**
- Strive for sustainability in economic, environmental, and social decisions
- **Raise the bar to increase the quality of community and economic development**

3.2. Plan Objective

The objective of this Plan is to alleviate conditions of blight by actively promoting investment and reinvestment within its commercial corridors and to make financial resources available to assist its partners (private, public, non-profit and others) with addressing those conditions of blight identified herein, especially those that render projects within its boundaries infeasible.

3.3 Plan Development and Design Objectives

All development in the Area shall conform to the zoning code and any site-specific zoning regulations or policies which might impact properties, all as are in effect and as may be amended from time to time. Although the Act authorizes LIFT to: undertake zoning and planning activities to regulate land use, establish maximum or minimum densities, and institute other building requirements in an urban renewal area, for the

purpose of this Plan, LIFT anticipates that the City will regulate land use and building requirements through existing municipal codes and ordinances.

General objectives include redevelopment of properties within the Area for the purpose of generating revenue sufficient to fund public improvements that address conditions of blight and facilitate investment. Specific objectives expressed by property owners, residents and business owners who participated in meetings held in association with development of Plan include the following:

1. Eliminate and prevent blight by facilitating redevelopment.
2. Implement elements of the Comprehensive Plan.
3. Support and advance actions identified in existing plans related to development of vacant and under-utilized parcels that are consistent with the vision of this Plan.
4. Provide public infrastructure and make more efficient use of existing land.
5. Promote sustainability - development, fiscal, resource, etc.
6. Advance uses that can leverage public investment in planned improvements including multiple modes of transportation (vehicular and non-vehicular).
7. Enhance the public realm including streetscape amenities, trail connections and other pedestrian-friendly improvements in a manner consistent with the existing community character.
8. Encourage economic sustainability throughout the community and growth in appropriate locations.
9. Provide a range of financing mechanisms for improvements.
10. Provide additional opportunities for residential development to support commercial uses in the Area.
11. Support existing industry by encouraging a stronger jobs-housing balance.
12. Encourage growth and stability in local businesses.
13. Facilitate public-private partnerships.

3.4 Plan Implementation

As the plan administrator, LIFT will seek to advance the Plan objectives through the following if deemed necessary:

- Financing of redevelopment projects and critical infrastructure; and
- Agreements with private, public and other partners to undertake redevelopment projects.

LIFT will work in cooperation with the City to advance objectives through:

- Investment in the public realm (roadway, parks, open space);
- Encouragement of development consistent with or exceeding existing standards;
- Provision of supportive programs to existing area businesses; and
- Judicious use of limited resources.

4.0 Blight Conditions

Before an urban renewal plan can be adopted by the City, the Area must be determined to be a “blighted area” as defined in Section 31-25-103(2) of the Act, which provides that, in its present condition and use, the presence of at least four (or five in cases where the use of eminent domain is anticipated), of the following factors (see below) in the Area, substantially impairs or arrests the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare:

- (a) Slum, deteriorated, or deteriorating structures;
- (b) Predominance of defective or inadequate street layout;
- (c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
- (d) Unsanitary or unsafe conditions;
- (e) Deterioration of site or other improvements;

- (f) Unusual topography or inadequate public improvements or utilities;
- (g) Defective or unusual conditions of title rendering the title nonmarketable;
- (h) The existence of conditions that endanger life or property by fire or other causes;
- (i) Buildings that are unsafe or unhealthy for persons to live or work in because of building code violations, dilapidation, deterioration, defective design, physical construction, or faulty or inadequate facilities;
- (j) Environmental contamination of buildings or property;
- (k.5) The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements; or
- (l) If there is no objection by the property owner or owners and the tenant or tenants of such owner or owners, if any, to the inclusion of such property in an urban renewal area, “blighted area” also means an area that, in its present condition and use and, by reason of the presence of any one of the factors specified in paragraphs (a) to (k.5) of Section 31-25-103(2), substantially impairs or arrests the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare.

The general methodology for conducting the Survey is to: (i) define the Study Area; (ii) gather information about properties, infrastructure and other improvements within that Study Area; (iii) evaluate evidence of blight through field reconnaissance, review of aerial photography, discussions with representatives of various City departments; and, (iv) record observed and documented conditions listed as blight factors in the Act.

Among the 11 qualifying factors identified in the Act, the Survey showed the presence of the following 11 blight factors in both the Study Area and Area which is the subject of this Plan and presented herein as Figure 1.

- (a) Slum, deteriorated, or deteriorating structures;
- (b) Predominance of defective or inadequate street layout;
- (c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
- (d) Unsanitary or unsafe conditions;

- (e) Deterioration of site or other improvements;
- (f) Unusual topography or inadequate public improvements or utilities;
- (g) Defective or unusual conditions of title rendering the title nonmarketable;
- (h) The existence of conditions that endanger life or property by fire or other causes;
- (i) Buildings that are unsafe or unhealthy for persons to live or work in because of building code violations, dilapidation, deterioration, defective design, physical construction, or faulty or inadequate facilities;
- (j) Environmental contamination of buildings or property;
- (k5) The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements.

5.0 Plan Relationship to Other Community Documents

5.1 Plan Conformity

As supported by specific references presented herein, implementation of this Plan will further the objectives and requirements of the Comprehensive Plan with respect to development and redevelopment, particularly within the community's commercial corridors. In addition, as development occurs in the Area, it shall conform to the Comprehensive Plan and any subsequent updates, as well as any regulating documents including the current building code or other rules, regulations, and policies promulgated pursuant thereto. Any site-specific planning documents that might impact properties in the Area including, but not limited to City-approved site, drainage, and public improvement plans; and, any applicable City design standards, all as may be in effect and amended from time to time, will also be adhered to. Finally, conditions of blight within the Area will be remedied by the Plan and redevelopment by private enterprise to the extent possible, but will need to first be identified as a priority investment by LIFT in consultation with the City and affected property owners. It is the Plan's intent that public improvements will be phased as the market allows and funded in part by tax increment revenues.

5.2 Consistency with the Comprehensive Plan

As explained earlier, a general plan for the City, known as the Citywide Plan, a Section of the City of Littleton Comprehensive Plan, was adopted in 2014. LIFT, with the cooperation of the City, private enterprise and other public bodies, will undertake projects and activities described herein in order to eliminate the identified conditions of blight while also implementing the goals and objectives of the Comprehensive Plan and all other City adopted plans which impact properties within the Area. Key goals and policies of that plan which this Santa Fe Urban Renewal Plan will advance are described in detail Appendix A.

5.2.1 Neighborhoods, Corridors and Activity Areas Map (Figure No. 2)

The location of the city's commercial corridors, including the one that is the subject of this Plan, is reflected on the Neighborhoods, Corridors and Activity Areas Map which appears in the Citywide Plan and here as Figure No. 2. In that Citywide Plan, Littleton Boulevard is described as both a Corridor and Activity Area. Definitions of these geographies are presented in Section 2.0.

5.2.2 Generalized Current Land Use Map (Figure No. 3)

The Area, in relation to the City, is reflected in the City's Generalized Current Land Use Map which appears in the Citywide Plan and here as Figure No. 3.

5.3 Correlation with Other Community Plans

Implementation of this Plan will be consistent with development objectives expressed in all City adopted and accepted plans that speak specifically to properties in the Area. In addition to the Comprehensive Plan, this Plan will advance the priorities of the city's Economic Plan, as also described in Appendix A.

Figure No. 2: Neighborhoods, Corridors and Activity Areas Map

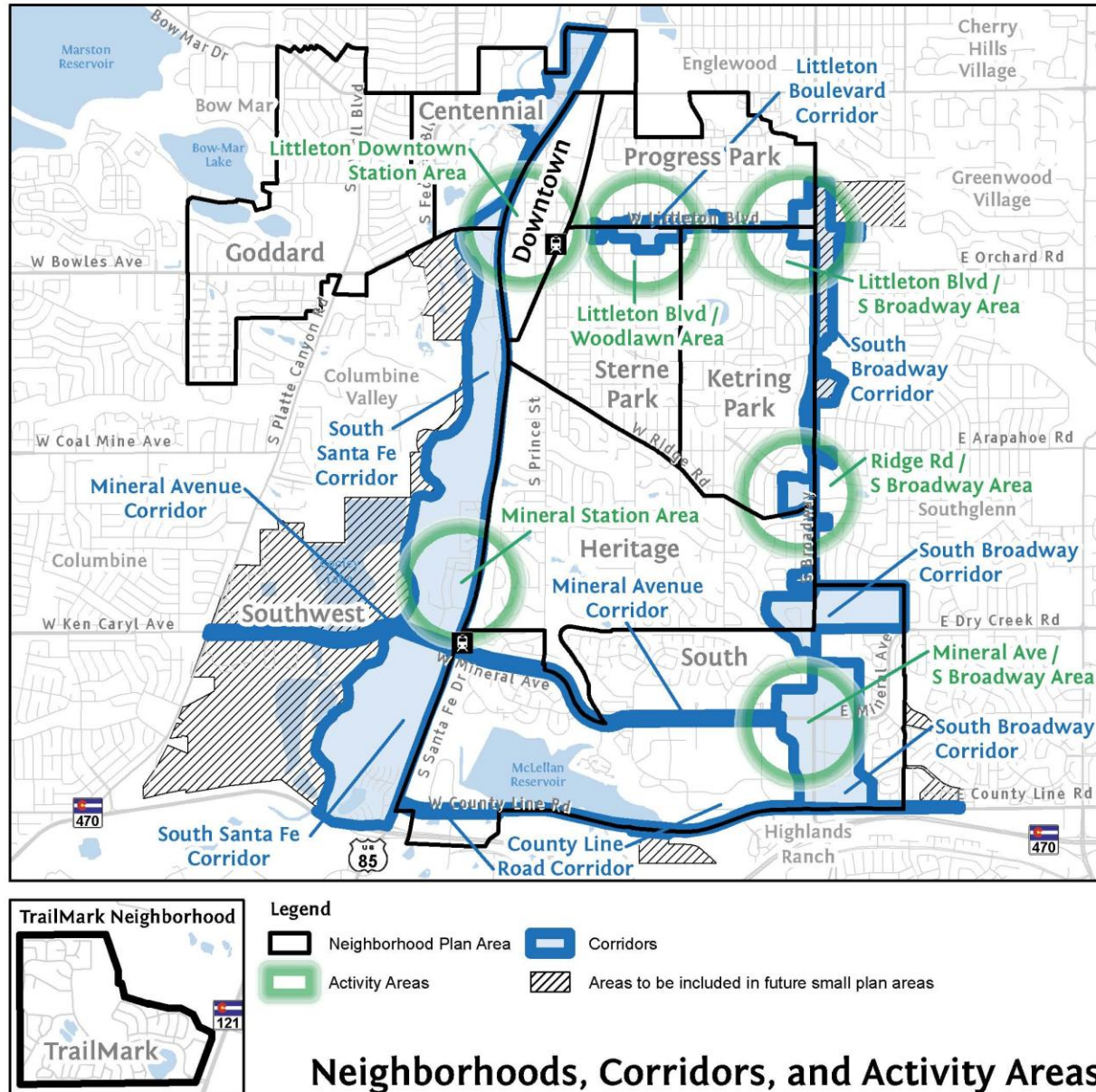
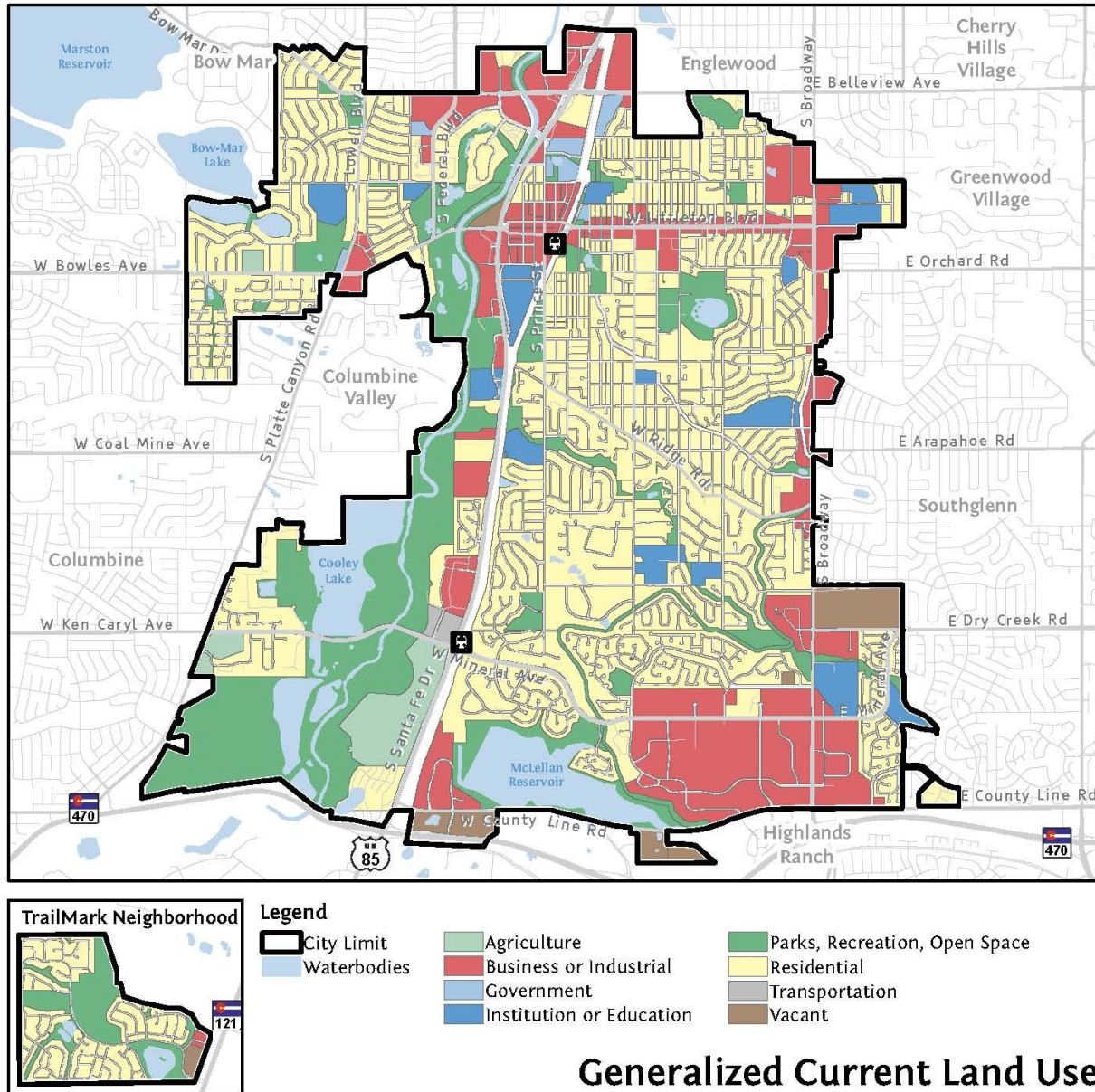


Figure No. 3: Generalized Current Land Use Map



6.0 Authorized Authority Undertakings and Activities

Whereas the Act allows for a wide range of activities to be used in the implementation of an urban renewal plan, it is LIFT's intent to provide both financial assistance and public improvements in partnership with property owners and other affected parties in order to accomplish the objectives stated herein. Public-private partnerships and other forms of cooperative development will be essential to LIFT's strategy for preventing the spread of blight and eliminating existing blighting conditions. Specific undertakings of the Authority in the furtherance of this Plan are described as follows.

6.1 Complete Public Improvements and Facilities

LIFT may, or cooperate with others to, finance, install, construct, and reconstruct any public improvements. Additionally, LIFT may, or cooperate with others to, demolish and clear existing improvements for the purpose of promoting the objectives of the Plan and the Act.

While public projects should, whenever possible, stimulate (directly and indirectly) desired private sector investment, it is the intent of this Plan that the combination of public and private investment that occurs in the Area will contribute to the overall economic well-being of the community at-large.

As described in Section 4.0 of this Plan, 11 qualifying conditions of blight, as defined in Section 31-25-103(2) of the Act, are evident in the Area. This Plan proposes to remedy those conditions by providing certain public improvements and facilities, including, but not limited to the following:

- (a) Slum, deteriorated, or deteriorating structures: improvements to buildings and other structures including fascias, fences and retaining walls;
- (b) Predominance of defective or inadequate street layout: road and parking area repairs; paving; gateway and driveway construction; and, safety improvements;
- (c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness: improved access; and, property assemblage (if necessary);

- (d) Unsanitary or unsafe conditions: enhanced lighting on public rights-of-way; parking lot construction; completion of pedestrian improvements; and, any required off-site improvements deemed reasonable and for the public benefit including drainage;
- (e) Deterioration of site or other improvements: signage repairs and construction; landscaping; and, roadway surface improvements;
- (f) Unusual topography or inadequate public improvements or utilities: on-site and off-site infrastructure improvements as approved by LIFT; sidewalk and complete street construction projects; and, improved curbs and gutters;
- (g) Defective or unusual conditions of title rendering the title nonmarketable: acquisition and relocation of utility easements;
- (h) The existence of conditions that endanger life or property by fire or other causes: fire protection improvements to buildings;
- (i) Buildings that are unsafe or unhealthy for persons to live or work in because of building code violations, dilapidation, deterioration, defective design, physical construction, or faulty or inadequate facilities: structural improvements; and items listed under (h) above;
- (j) Environmental contamination of buildings or property: items listed under (h and i) above; and
- (k5) The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements: property development and redevelopment.

6.2 Complete Other Improvements and Facilities

Whereas there could be non-public improvements in the Area that may be required to accommodate development and redevelopment and still benefit the public, LIFT may assist in the financing or construction of these improvements to the extent authorized by the Act.

6.3 Promote Development and Redevelopment

A key concept associated with implementation of the Plan is targeted investment that will serve to catalyze development throughout the Area and fund future public improvements. The potential impact of this investment to Arapahoe County is quantified in the Santa Fe Urban Renewal Plan – Arapahoe County Impact Report presented to the LIFT Board under separate cover.

6.4 Adopt Standards

As stated earlier, all development in the Area shall conform to applicable rules, regulations, policies, other requirements, and standards of the City, along with any other governmental entity which has jurisdiction in the Area. While the Act allows for the adoption of standards and requirements applicable to projects undertaken in an urban renewal area, in the context of this Plan, it is LIFT's intention that investment in the Area conform to City-approved documents.

6.5 Modify the Plan

LIFT may propose, and the City Council may make, modifications to this Plan as may be necessary provided they are consistent with the Comprehensive Plan and any subsequent updates. Additionally, any such amendments made in accordance with this Plan and as otherwise contemplated, must also be compliant with the Act. Finally, LIFT may, in specific cases, allow non-substantive variations from the provisions of this Plan if it determines that a literal enforcement of the provision would constitute an unreasonable limitation beyond the intent and purpose stated herein.

6.6 Review the Plan

The ongoing review process for the Plan is intended to provide a mechanism to allow those parties responsible for administering and implementing key projects within its boundaries to periodically evaluate its effectiveness and make adjustments to ensure

efficiency in implementing these activities. To this end, the following steps are presented to serve as a guide for future Plan review:

- (a) LIFT may propose modifications, and the City Council may make such modifications as may be necessary provided they are consistent with the Comprehensive Plan and any subsequent updates, as well as the Act.
- (b) Modifications may be developed from suggestions by LIFT, property and business owners, and City staff operating in support of LIFT and advancement of this Plan.

6.7 Provide Relocation Assistance

While it is not anticipated as of the date of this Plan that acquisition of real property will result in the relocation of any individuals, families, or business concerns; if such relocation becomes necessary, LIFT will adopt a relocation plan in conformance with the Act.

6.8 Demolish, Clear and Prepare Improvements

While not anticipated as of the date of this Plan, LIFT may, on a case-by-case basis, elect to demolish or cooperate with others to clear buildings, structures and other improvements within the Area in an effort to advance projects deemed consistent with the vision stated herein. Additionally, existing Development or Cooperation Agreements may require such demolition or site clearance to eliminate unhealthy, unsanitary, and unsafe conditions; obsolete uses deemed detrimental to the public welfare; and, otherwise remove and prevent the spread of deterioration.

6.9 Acquire and Dispose of Property

While the Act allows for the acquisition of property by negotiation or any other method, it is not the intent of this Plan that LIFT uses its resources to acquire property by eminent domain. Further, while the urban renewal law permits acquisition by eminent domain, in the context of this Plan the LIFT Board will confer decisions of eminent

domain to the Littleton City Council. Properties acquired by entities other than the Authority may temporarily be operated, managed and maintained by the Authority if requested to do so by the acquiring entity and deemed in the best interest of the Urban Renewal Project and the Plan. Such property shall be under the management and control of the Authority and may be rented or leased pending its disposition for redevelopment.

LIFT may sell, lease, or otherwise transfer real property or any interest in real property subject to covenants, conditions and restrictions, including architectural and design controls, time restrictions on development, and building requirements in accordance with the Act and this Plan.

6.10 Enter Into Redevelopment / Development Agreements

LIFT may enter into Redevelopment / Development Agreements or other contracts with developer(s) or property owners or such other individuals or entities determined to be necessary to carry out the purposes of this Plan. Further, such Agreements, or other contracts, may contain terms and provisions deemed necessary or appropriate for the purpose of undertaking the activities contemplated by this Plan and the Act. Any existing agreements between the City and private parties that are consistent with this Plan are intended to remain in full force and effect, unless all parties to such agreements agree otherwise.

6.11 Enter Into Cooperation Agreements

For the purpose of this Plan, LIFT may enter into one or more Cooperation Agreements pursuant to the Act. Whereas the City and LIFT recognize the need to cooperate in the implementation of this Plan, these Cooperation Agreements may include without limitation the planning, financing, installation, construction and / or reconstruction of public or other eligible improvements. This paragraph shall not be construed to require any particular form of cooperation.

6.12 Create Tax Increment Areas

The boundaries of the Urban Renewal Area shall be as set forth in Section 1.5 and more fully described in Appendix B. It is the intent of the City Council in approving this Plan to authorize the use of tax increment financing by the Authority as part of its efforts to advance the vision, objectives and projects described herein. Pursuant to the provisions of Section 31-25-107(9) of the Act, the City Council in approving this Plan further contemplates that one or more Tax Increment Areas may be created within the Urban Renewal Area as development occurs. Notwithstanding such distinction, the Authority is specifically authorized to expend the revenue from property and sales tax increments to the extent authorized by the Act and this Plan. However, improvements which enhance the financial viability of existing businesses and / or redevelopment of these businesses will be a priority use for these resources, not the acquisition of real property by eminent domain. See Section 6.9 above.

While this Santa Fe Urban Renewal Plan contemplates that the primary method of assisting with financing eligible expenses in the Area will be through the use of Property Tax Increment revenue, City Council may allocate municipal sales tax increments if requested to do so by the Authority and only after receipt of a financing plan outlining the proposed amounts and purpose for which the Municipal Sales Tax Increment is to be used. Upon City Council approval, the Municipal Sales Tax Increment will be allocated and distributed in accordance with the tax increment financing provisions of Section 31-25-107 (9), C.R.S., which is by this reference incorporated herein as if set forth in its entirety.

As Tax Increment Areas are needed, this Plan will be amended to reflect the boundaries of each new Tax Increment Area. The process for creating a new Tax Increment Area shall be initiated by written notification to the Authority that financial assistance is necessary to fund improvements considered eligible under the Act. Such notification shall include a description of the area for which the Tax Increment Area is being requested (including a legal description and map). Each such amendment, unless it specifically provides to the contrary, shall be deemed an adoption of a provision that taxes, if any, levied and collected after the effective date of approval of the amendment upon taxable property in the Tax Increment Area, shall be allocated to the Authority as set forth for a period not to exceed the statutory limitation of twenty-five years, and

preferably for a lesser period as provided in any Cooperation Agreement and / or Redevelopment / Development Agreement.

To this end, and pursuant to the provisions of Section 31-25-107(9) of the Act, City Council intends by approving this Santa Fe Urban Renewal Plan to authorize the use of TIF within an area generally located west of South Santa Fe Drive, east of the Platte River, south of West Mineral Avenue and north of the Douglas County Line, herein referred to as TIF No. 1. An exhibit, along with a legal description, describing and illustrating the boundaries of TIF No. 1 are presented in Appendix C.

7.0 Project Financing

7.1 Public Investment Objective

A critical component to the success of any urban renewal strategy is participation by both the public and private sectors. Leveraging of resources will be key as no one entity, either public or private, has sufficient resources alone to sustain a long-term improvement effort. Possible public infrastructure investments may include, but will not be limited to completing: pedestrian improvements including construction of sidewalks, street lights and other design enhancements intended to improve safety for vehicular and non-vehicular movement; roadway improvements including curbs, gutters, and drainage infrastructure; and, utilities under the authority of the City; as well as, providing financial assistance for expenses considered eligible under the Act.

7.2 Financial Mechanisms

LIFT may finance undertakings pursuant to this Plan by any method authorized under the Act or any other applicable law, including without limitation of the following: issuance of notes, bonds and other obligations as defined in the Act in an amount sufficient to finance all or part of this Plan; borrowing of funds and creation of indebtedness; reimbursement agreements; and / or utilization of the following: federal or state loans or grants; interest income; annual appropriation agreements; agreements with public or private entities; and loans, advances and grants from any other available

sources. The principal, interest, costs and fees on any indebtedness are to be paid for with any lawfully available funds of LIFT.

Debt may include bonds, refunding bonds, notes, interim certificates or receipts, temporary bonds, certificates of indebtedness, or any other obligation lawfully created.

7.3 Tax Increment Financing

Activities may be financed by LIFT under the tax increment financing provisions of the Act. Such tax incremental revenues may be used for a period not to exceed the statutory requirement, which is presently twenty-five years after the effective date of the creation of a new Tax Increment Area as set forth in Section 6.12 above.

7.3.1 Special Fund

In accordance with the requirements of the law, LIFT shall establish a Tax Increment Revenue Fund for the deposit of all funds generated pursuant to the division of ad valorem property and municipal sales tax revenue described in this section.

7.3.2 Base Amount

The Base Amount includes that portion of the property taxes which are produced by the levy at the rate fixed each year by or for each public body upon the valuation for assessment of taxable property in the Tax Increment Area last certified prior to the effective date of approval of the Plan (or future amendments); and, that portion of municipal sales taxes collected within the boundaries of the Tax Increment Area in the twelve-month period ending on the last day of the month prior to the effective date of approval of the Plan and paid to the public body, as are all other taxes collected by or for said public body.

7.3.3 Incremental Revenues

Incremental revenues including that portion of said property, and if authorized by City Council, municipal sales taxes in excess of the base amount set forth in Section 7.3.2 above shall be allocated to and, when collected, paid into LIFT's Tax Increment Revenue Fund. The Authority may use these funds to pay the principal of, the interest on, and any other premiums due in connection with the bonds of, loans or advances to, or indebtedness incurred (whether funded, refunded, assumed, or otherwise) by the Authority, for financing or refinancing, in whole or in part, any portion of an Urban Renewal Project considered eligible under the Act. Unless and until the total valuation for assessment of the taxable property in any Tax Increment Area exceeds the base valuation, all of the taxes levied upon taxable property in the Tax Increment Area shall be paid into the funds of the respective public bodies. Also, when such bonds, loans, advances and indebtedness, including interest thereon and any premiums due in connection therewith, have been paid, all taxes upon the same taxable property shall be paid to the respective public bodies.

Further, the incremental portion of said taxes, as described in this subsection 7.3.3, may be irrevocably pledged by the Authority for the payment of, principal and interest on, and any premiums due in connection with such bonds, loans, advances and / or indebtedness incurred by Authority to finance an Urban Renewal Project (as defined in the Act); except:

- (a) Any offsets collected by the County Treasurer for return of overpayments or any funds reserved by the Authority for such purposes in accordance with Section 31-25-107(9)(a)(III) and (b), C.R.S.
- (b) Any reasonable (as determined by the Authority) set-asides or reserves of incremental taxes paid to the Authority for payment of expenses associated with administering the Plan.

If there is any conflict between the Act and this Plan, the provisions of the Act shall prevail, and the language in the Plan automatically deemed to conform to the statute.

7.4 Other Financing Mechanisms / Structures

The Plan is designed to provide for the use of Tax Increment Financing as one tool to facilitate investment and reinvestment within the Area. However, in addition to tax increment financing, LIFT shall be authorized to finance implementation of the Plan by any method authorized by the Act. LIFT is committed to making a variety of strategies and mechanisms available which are financial, physical, market and organizational in nature. It is the intent of this Plan to use the tools either independently or in various combinations. Given the obstacles associated with redevelopment, LIFT recognizes that it is imperative that solutions and resources be put in place which are comprehensive, flexible and creative. Finally, LIFT may contract with the City to administer various incentives.

8.0 Severability

If any portion of this Plan is held to be invalid or unenforceable, such invalidity will not affect the remaining portions of the Plan.

Santa Fe Urban Renewal Plan

City of Littleton, Colorado

Appendix A:

Citywide Plan, a Section of the City of Littleton Comprehensive Plan, adopted 2014 (taken verbatim)

City of Littleton Economic Plan, adopted 2013 (excerpts taken verbatim)

Introduction

Purpose

The Comprehensive Plan provides a broad vision for the city's future. It offers a framework for decisions affecting private and public development. It is the mission statement and guide for the city's land use-related regulatory tools and programs, including zoning and the capital improvements program. The Comprehensive Plan includes both a Citywide Plan, provided herein, and more detailed Small Area Plans for Neighborhoods, transportation-based Corridors, and Activity Areas, provided separately. While the Citywide Plan addresses larger issues, the Small Area Plans address more detailed issues and provide more detailed recommendations. All Small Area Plans are consistent with, and help advance the implementation of, the Citywide Plan.

Use

Citizens, property owners, developers, city staff, and appointed and elected city officials use the Comprehensive Plan according to their respective roles in the decision-making process.

Because the plan cannot anticipate all issues and questions, it does not include policies that will address every situation. In those cases where it does not address a situation or issue, but the issue has citywide ramifications and needs a citywide perspective, users should base their interpretation on the Vision, Goals, Policies, and Transformative Actions. In these cases, users should also rely on more specific direction provided in the relevant Neighborhood, Corridor, and Small Area plans. Similarly, the complexity of land use-related issues may result in a conflict between Policies. Again, users should base their analysis and interpretation on other elements of the plan.

The Comprehensive Plan provides guidelines for development decisions through the Vision, Goals, and Policies in the Citywide Plan and the more specific Goals and Policies in Small Area Plans for Neighborhoods, Corridors, and Activity Areas.

Demographics

The Vision, Goals, Policies, and Actions in the Comprehensive Plan reflect the city's demographic trends. Figures B and C on the following page represent two of the most significant changes in Littleton's population between 1980 and 2010. The average household size, as represented by Figure B, has decreased from 2.65 persons per household to 2.25. That reduction is paralleled by the trend illustrated

in Figure C, which demonstrates that both the largest and the second largest population groups have progressively shifted to older age categories, as residents who were parents of young children, and their children, have both aged. The land use implications of these two trends include a reduction in school age populations, a resulting decline in school enrollments, and a reprogramming of schools in order to maximize efficiencies and reduce costs. As a result, there is a desire to attract young residents to enjoy the city's family-friendly neighborhoods and amenities and to help the school district retain its high standards. The same trends have resulted in an increasing desire for housing, services, and infrastructure that meet the needs of older residents.

Implementation

Strategic implementation of the Comprehensive Plan will occur over time. The plan will guide the majority of implementation through its use as a framework for development-related decisions and capital improvements. Business cycles, competing needs, unanticipated opportunities, and available resources will influence implementation schedules. Detailed work programs will reflect those factors and facilitate implementation.

Planning Process

Following its launch in May 2012, Inspire Littleton, the city's public outreach element of the comprehensive planning process, generated great enthusiasm, garnered an enviable rate of public participation, and did an excellent job marketing the process and the plan. Early in the process, more than 100 people participated in planning forums across the city.

InspireLittleton.org, the city's interactive website, ran throughout the planning and review process and welcomed more than 600 individuals as they registered and participated in the ongoing community discussion. As part of the outreach at public forums, parades, and other community events, nearly 1,000 people wrote ideas on sticky notes and posted them on the Inspire Littleton idea boards. Some drew pictures representing what they love about Littleton or what they think would make Littleton an even better place to live. As of November 2013, the 608 active participants on the website, 7,106 visitors, and 51,752 page views generated 557 ideas and provided 857 comments on those ideas.

Updating

A snapshot in time, the Comprehensive Plan should be monitored for its effectiveness and regularly updated to better reflect current conditions, issues, and opportunities. At a minimum, the planning

board should initiate a Comprehensive Plan review every five years and, if deemed necessary, update the plan.

Related Plans

The 2013 Comprehensive Plan has two sections: the Citywide Plan and the small area plans. Whereas the Citywide Plan provides the foundation for the comprehensive plan, the small area plans provide specific objectives, strategies, and metrics for each of the targeted small areas. The small area plans are divided into three categories: neighborhood plans, corridor plans, and activity area plans, as shown on the following page in Figure D.

- Neighborhood plans address a specific residential area within the city. There are nine neighborhoods defined within the city boundaries. Each neighborhood plan will be updated as deemed necessary by the planning board and city council. A list of all neighborhood plans is listed in Figure D. As neighborhood plans are updated or created (where no plan exists currently), public outreach will be conducted to solicit input from residents in the neighborhood. As plans are updated, neighborhood boundaries may be revised to better represent the current and anticipated conditions.
- Corridors generally represent linear areas along major arterial streets and commercial corridors. Figure E illustrates the preliminary configuration of the corridors. The boundaries of neighborhood plans and corridor plans will not overlap to avoid conflicting objectives. Each corridor plan will define specific objectives, strategies, guidelines, and metrics for achieving its goals and policies.
- Activity Areas are targeted areas that have a potential for new development or redevelopment and are usually within the study area of a corridor plan or neighborhood plan. These can serve as catalyst areas for economic development efforts, public / private joint ventures, or special districts to encourage innovative development. Each activity area plan will define specific objectives, strategies, guidelines, and metrics for encouraging, designing, and implementing development that stimulates the area and complements the underlying corridor plan and/or neighborhood plan(s). Preliminary activity areas have been identified in figure d, but the planning board and city council may add or delete activity areas as market conditions change. Activity area plans may be contained within corridor plans or neighborhood plans.

Other reports and documents used to draft the 2014 Citywide Plan are regional land use plans; state, regional, and city transportation plans; and park plans. These documents complement the comprehensive plan and are considered to be advisory to it, even though they may not be referenced individually by the plan or adopted as elements of the plan.

A. Citywide Plan

The Citywide Plan is comprised of two sections that guide the city's future land-use-related actions. The first – **Part I: Goals and Policies** – is based on values that were articulated through Inspire Littleton's two year process of gathering community ideas and feedback. These values reflect themes that resonated throughout citizen comments on why this community is special and what they would like Littleton to become. These core values form the foundation for the Neighborhood, Corridor, and Activity Area Plans that will guide development and decision-making tailored to each community's needs. In this combination, future planning, development, land use, and zoning decisions should reflect the overarching Goals and Vision outlined here.

The second section – **Part II: Transformative Actions** – describes strategic actions in areas of primary importance necessary to achieve the citywide Goals and Policies outlined in Part I. These actions will guide all underlying plan and policy documents, as well as zoning code changes, budget decisions, and capital investments. To achieve the citizens' vision for Littleton, there must be a collaborative, long-term commitment to these strategic actions.

Vision for the Future of Littleton

Littleton is a community that embraces its authentic small-town qualities while enjoying the advantages of a metropolitan area. The city should continue to exemplify and promote a sustainable economy, environment, and society. Littleton will:

- Respect and build upon its history
- Foster its small-town, family-friendly character
- Be home to people of all ages and backgrounds
- Value livability, diversity, and progress
- Promote a vibrant economy for individuals, businesses, and the city as a whole
- Value the importance of its citizens and its natural resources
- Manage and direct change
- Strive for sustainability in economic, environmental, and social decisions
- Raise the bar to increase the quality of community and economic development

Part 1: Goals and Policies

Goal 1: A Dynamic Littleton

Foster a vibrant and evolving community.

A Dynamic Littleton – Policies

- 1.1 Generate more opportunities for residents to live, shop, and play where they work and to work, shop, and play where they live.
- 1.5 Identify the Activity Areas, such as those around the light rail stations that might benefit from public/private investment.

Partner with private-sector individuals and entities to explore, promote, and follow-through with the best prospects.
- 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.
- 1.7 Evaluate the redevelopment potential of blighted properties. Work with owners throughout the redevelopment process to encourage sustainable uses and design to optimize mitigation of possible negative effects on adjacent uses.
- 1.8 Require that new commercial development be appropriately buffered from adjacent uses.

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.

An Outdoor Littleton - Policies

- 2.1 Treat the South Platte River and its tributaries as one of the city's most important assets.
 - a. Inventory, protect, and enhance the river's primary natural areas and wildlife habitat.
 - 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 with 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.
- 2.3 Encourage inviting outdoor activity and gathering places in new developments.

Goal 3: A Connected Littleton

Enhance local, regional, and global linkages - physical, social, and technological.

A Connected Littleton - Policies

- 3.1 Incorporate the concept of complete streets into the city's efforts to better accommodate and reduce conflicts among multiple modes of traffic and to help make the city more pedestrian, bicycle, and vehicle- friendly.
- 3.4 Provide inviting connections between commercial development and adjacent residential neighborhoods.
- 3.6 Generate a creative and comprehensive way- finding system that reinforces Littleton's sense of place, while providing directions within the city.
- 3.7 Remain technologically current while integrating information and communication technology throughout the city.

Goal 4: A Distinctive Littleton

Maintain and expand upon the characteristics that make Littleton an authentic and distinctive community.

A Distinctive Littleton - Policies

- 4.2. Encourage preservation of historic structures, districts, and places that are significant to Littleton history.
- 4.4. Encourage "architecture of place" and small, independent businesses that differentiate Littleton from nearby municipalities.
- 4.5. Create distinctive gateways to the city, its downtown, and other points of interest.

Part II: Transformative Actions

The three actions described below are the most critical steps for achieving the city's Vision, Goals, and Policies. Successful completion of these actions requires a comprehensive and long-term commitment; concerted effort; collaboration between local, regional, and governing agencies; and private-sector investment.

Transformative Action 1: Highlight the River

- 1.4 Set the stage for new development or redevelopment at the identified locations. Use tools such as zoning and capital improvements to accomplish this.
- 1.5 Attract the best possible development and redevelopment to the identified areas. Employ economic and procedural instruments to realize this.
- 1.6 Focus public and private investments along the river.
- 1.7 Locate and design public investments so that they optimize their potential to leverage private investments.

Transformative Action 2: Focus on Activity Areas and Corridors

- 2.1 Identify and designate as Activity Areas or Corridors those locations or street corridors, respectively, where additional new development or redevelopment is desired and either occurring or anticipated. Designated areas should be those that will have the most transformative impacts on achieving the city's Vision.
- 2.2 Use tools such as small area plans, zoning, capital improvements, and other incentives to set the stage for redevelopment and new development in designated activity areas and corridors.
- 2.3 Encourage desired development and redevelopment in designated activity areas and corridors.

Transformative Action 3: Direct Littleton's Growth

- 3.5 Implement the city's economic plan; review and revise it as necessary in order to remain current. See the city's website, littletongov.org, for a link to the plan.

The Comprehensive Plan is the foundation of both quasi-judicial land-use decisions and administrative decision-making. The Citywide Plan provides an overall decision making framework and the neighborhood, corridor, and activity area plans provide more detailed guidance.

City of Littleton Economic Plan, adopted 2013 (excerpts taken verbatim)

Introduction

Littleton is a city with many assets. It is a great community in which to live, work and play. It possesses an attractive hometown feeling, an extensive system of parks and interconnected trails, a historic Main Street, light rail access and superior public schools. These attributes are a strong foundation on which to build ongoing economic vitality and a proactive plan for strategic development. Other states and neighboring communities have outlined plans and identified tools that help attract and retain businesses and guide the development of vacant land, underutilized corridors, infill improvements, and the revitalization of residential areas. To remain competitive, Littleton must do more.

Risk

The risk of failing to act is a decline in retail sales. The city cannot afford any measureable reduction in sales tax revenue. A proactive plan calls for an analysis of the current and future retail market as well as a long-term plan for additional revenue streams.

Opportunity Cost

The cost of doing nothing or failing to act is lost opportunity. With retail trends shifting, the city must evaluate the potential impacts on existing and incoming retailers. The plan should encourage attraction of retail operations on the upswing, help mitigate decline of existing operations and minimize leakage to other jurisdictions.

Overview

The City of Littleton is home to approximately 2,493 businesses employing more than 28,510 workers. These two figures indicate success in retaining and attracting dynamic businesses offering a wide variety of employment opportunities. Jobs are important to the city for a variety of reasons, but primarily because people working in the community spend money here and often desire to live here, both of which result in sales tax revenue. While tax revenue is important, it is the vibrant and vital interplay between residential, business, and retail uses that help define the city's unique draw. With its structural reliance on sales tax revenue for operations, the city needs to be particularly supportive of retail businesses. Additionally, employees who commute to Littleton for work may decide to purchase a residence or shop in the city, which means more people and activity helping to expand the retail, residential, and employment market.

Challenging economic conditions and competition from other cities requires a thoughtful and flexible Economic Plan. The city needs to approach the business and community development process with a “yes” first attitude, an open mind and new tools that allow it to foster vitality. The city needs a plan that provides resources to retain and grow existing business and addresses the requirements for attracting new business. By implementing the Comprehensive Plan and Economic Plan, the city can achieve the following results. **Note: Those bolded in red below are particularly relevant as they relate to the objectives stated in this Plan.**

- * **Retain and strengthen existing businesses**
- * **Attract new businesses that offer new employment opportunities and new sources of revenue**
- * **Promote new growth and development located along major transit lines and proximate to retail and service hubs in order to increase the customer base for Littleton businesses**
- * Improve the quality and availability of single-family housing through encouraging reinvestment in existing housing stock, an affordable senior housing rehab incentive program and expanded housing and graduated care options within or proximate to Littleton
- * Encourage new housing development to complement existing housing stock and bolster local property values
- * Improve or redevelop distressed and underperforming shopping areas
- * Identify and improve undeveloped and underdeveloped properties along major corridors to meet the goals of the Comprehensive Plan
- * Increase employment opportunities
- * Expand the availability of products and services in Littleton
- * Make strategic investments in expanding Littleton’s parks and open space system in order to strengthen connections while stimulating high-quality development/redevelopment
- * Develop, recognize and capitalize on strategic relationships and partnerships that make Littleton a great community

Assets, Priorities & Opportunities

Assets

Source: Citizen Survey, Business Survey, Inspire Littleton and Staff

1. Hometown Feel
2. Schools
3. Light Rail
4. Historic Main Street
5. Diverse Residential Areas
6. City Support of Business
7. Open Space and Interconnected Bike Paths and Trails
8. Health Care and Technology Business Clusters in South Park
9. Museum, Library, Buck Center, Hudson Gardens
10. South Platte River, Carson Nature Center, South Platte Park
11. Community Events
12. Educated Workforce
13. Developable Land with Great Visibility and Access
14. Developable Sites with Entitlements in Place

Priorities

Source: Citizen Survey, Business Survey, Inspire Littleton and Staff

1. Create Incentive for Business Investment (Meeting Site Selector Requirements)
2. Engage Property Owners and Developers
3. Inventory Existing Parking and Additional Options for the Downtown Area
- 4. Strategic Revitalization Along Major Corridors (Littleton Boulevard, Santa Fe, Broadway)**
5. Update Aging Shopping Centers
6. Restore Underperforming Shopping Centers
7. Strategically Expand Retail Options
8. Diversification of Revenue Streams
9. Expand Employment Opportunities
10. Revitalize Northeast Neighborhood
11. Update and Increase Available Housing with Revitalization Programs

Santa Fe Urban Renewal Plan (8.18.2014)

12. Increase Senior Housing Options

13. Attract More Students for K-12

Opportunities

1. Infill Development

2. Redevelopment

3. Transit Oriented Development

4. Health and Wellness

5. Technology and Information

6. Creative Industries

7. Tourism and Outdoor Recreation

8. Downtown as an Economic Engine

Immediate Priorities

Priority #1 Create Incentives for Business Investment (Meeting Site Selector Requirements)

Issue: Site selectors are looking for properties that meet specific functional/location requirements as well as overall cost profiles including public incentives and finance mechanisms. Competitor cities offer a variety of incentives and many have more diverse property offerings. The right incentives can help when site selector goals can't be completely accommodated by the private sector alone.

Solution(s): To remain competitive with other cities, Littleton needs to offer the tools required to attract and complete developments (TIF's, PIF's, Sales Tax Sharing Agreements, Use Tax Rebates, and Permit Fee Abatement).

Priority #2 Engage Property Owners and Developers

Being landlocked with limited vacant land for development in private ownership requires several things.

Issue: Communication and positive rapport with land owners and developers.

Solution(s): Identify land owners and developers. Engage them in an ongoing communication to include access to the city manager and department representatives empowered to expedite the development process.

Issue: Partner with owners, developers and the affected community to gain expeditious approval of projects that further the goals of the Comprehensive Plan.

Solution(s): Expedite projects that meet economic and land use goals whenever possible. Continue to amend development codes to ensure all steps in process add value to the outcome. Provide feasible alternatives when necessary. Identify specific uses and desired types of development.

Issue: Strategies for a proactive approach to infill development.

Solution(s): Engage property owners in regular communications. Hold commercial property owner roundtables to discuss issues and describe city resources, including the “Revitalization Incentive Grant.” Identify specific uses and desired development. Provide the tools required for strategic infill improvements such as making limited property acquisitions through typical arm’s length transactions that facilitate assemblage; or a land exchange with current city owned parcels. Use public tools to guide higher quality development that implements the city’s goals that would otherwise not be viable.

Priority #4 Strategic Revitalization along Major Corridors (Littleton Boulevard, Santa Fe and Broadway)

Issue: The city has three major corridors that need improvement and strategies for sustainable development as identified by the Comprehensive Plan. The city needs to identify the major assets and issues and mechanisms for new development and redevelopment. Sub-area plans for each of these areas should be a high priority and those plans should include a strategic relationship to one another. A variety of development tools should be considered to implement the plans.

Solution(s): The reformation of an Urban Renewal Authority to identify districts and projects and implement improvements. Focusing revitalization along Littleton Boulevard and Broadway will have several positive impacts. Littleton Boulevard is the gateway to downtown Main Street and strategic redevelopment would benefit both areas. The Broadway corridor is improving one or two parcels at a time. A more comprehensive strategy would help create a more cohesive appearance and feel. Many experts recommend planned developments that border and face onto as opposed to away from the river. Various city plans have recognized the Santa Fe corridor as a premier location for mixed-use development. These plans should be reviewed to determine if what currently exists will help encourage connections to the South Platte River.

Medium to Long-Term Priorities

Priority #5 Update Aging Shopping Centers

Issue: Many of the area shopping centers suffer from deferred maintenance and outdated appearance.

Solution(s): Provide grant programs that incentivize improvements that benefit and enhance the public realm for existing tenants and make the center more appealing for new tenants. The city offers a matching grant for this purpose known as the “Revitalization Incentive Grant Program.” Improvements would help attract more viable merchants and an increased customer base. Additional tools, where appropriate and legally permissible, should include PIF’s, Sales Tax Sharing Agreements, and Use Tax Rebates.

Priority #6 Restore or Redevelop Underperforming Shopping Centers to Meet Market Demands

Issue: Many of the area shopping centers are experiencing vacancies as well as underperforming merchants. This may be due to physical issues or an eroded market area.

Solution(s): The city should explore opportunities to restore underperforming or obsolete commercial properties to an economically efficient condition. This may include strategic property acquisition or land use changes that allow mixed-use opportunities.

Priority #7 Strategically Expand Retail Options

Issue: The largest source of revenue for the city is retail sales tax. One or two larger retailers can produce as much sales tax as all smaller retailers combined. For a variety of reasons, some residents and small business owners oppose big box retailers, while others prefer larger retailers.

Solution(s): More desirable larger retailers need to be identified and courted in order for the city to sustain its fiscal health. The Economic Development Department will research site requirements, corporate contacts and public response to companies such as Whole Foods, Trader Joes, Cabelas, etc. Once good candidates are identified and vetted, staff will establish communication and proactively seek a location in the city through an incentive package. Incentives should include TIF’s, PIF’s, GID’s, Sales Tax Sharing Agreements, Use Tax Rebates, and Permit Fee Abatement.

Priority #10 Revitalize the Northeast Neighborhood

Issue: Although many issues related to the Northeast Neighborhood have been improved with code enforcement and some renovation and scrape and rebuild, and aging multi-family apartments remain a concern.

Solution(s): The city should encourage improvements in residential areas and engagement of the community. Continued use of the city CDBG allocation for infrastructure improvements is

advised. The city should further explore development of a Northeast Neighborhood Community Group that would include residents, property owners, community service providers and city representatives. A properly facilitated, ongoing interaction could provide valuable insights from the participants regarding their impressions about their community and what the city does to care for the area. A sub-area plan for commercial properties along Littleton Boulevard should recommend land use changes and improvements that would be supported by the neighborhood and bring new people to the area as well.

Opportunities

There are a number of opportunities within the city that will require city investment in order to “harvest” true potential. These opportunities may involve areas where current zoning is not reflective of development potential under current and future market conditions. This potential may include changing or broadening uses, or may also include significant density increases over what is currently allowed by zoning. Encouragement of sustainable development includes a proactive approach with the city working with property owners and developers to achieve the optimum use of property consistent with the Comprehensive Plan.

By definition, these opportunities will require sufficient direct economic return to justify the city’s investment. Results should be far greater than pure direct economic return, however: by engaging in thoughtful planning and strategy, the city investment will generate a virtuous circle of benefits that extend far beyond direct economic return, and position the city for a sustainable renaissance.

1. Infill Development

There are opportunities related to the remaining, first-generation development parcels. With proactive city engagement, there is the opportunity to raise the bar: different or mixed uses, higher density, and higher quality developments. The city can choose to become a stakeholder and partner in transformative change have far-reaching consequences. Becoming a proactive partner in meeting the challenges of the future will signal a return to the strong and mixed-use community fabric that historically defined the City of Littleton.

2. Redevelopment

The city has a number of aging commercial districts that may no longer be viable in today’s economy. These districts are characterized by large land assemblages and define significant

potential opportunity by virtue of their location and size. The city can be instrumental in reversing a downward spiral of deterioration and tenant strength by encouraging re-investment that will transform and help redefine the future of these properties and surrounding areas within the city. Redevelopment in some cases might mean demolition and rebuilding while in other cases it might mean increasing density to re-energize uses which are not otherwise viable.

Santa Fe Urban Renewal Plan

City of Littleton, Colorado

Appendix B:

Santa Fe Urban Renewal Plan Area - Legal Description

LEGAL DESCRIPTION – LITTLETON URBAN RENEWAL AREA #1 BOUNDARY

AREA 1-1

A TRACT OF LAND LOCATED IN SECTION 31 AND 32 , TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE. SAID POINT BEING THE COMMON PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-32-3-00-018 AND 2077-32-3-00-019;

THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID ASSESS OR PARCEL NO. 2077-32-3-00-018 THE FOLLOWING 3 COURSES

NORTHWESTERLY 120 FEET;

NORTHWESTERLY 336 FEET;

NORTHWESTERLY 523 FEET;

THENCE SOUTHEASTERLY 732 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER;

THENCE SOUTHWESTERLY 485 FEET TO A POINT ON THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, SAID POINT BEING THE COMMON PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-32-3-00-018 AND 2077-31-4-00-027;

THENCE NORTHWESTERLY 62 FEET;

THENCE NORTHEASTERLY 50 FEET;

THENCE NORTHWESTERLY 50 FEET;

THENCE SOUTHWESTERLY 50 FEET;

THENCE NORTHWESTERLY 296 FEET;

THENCE NORTHWESTERLY 194 FEET;

THENCE SOUTHWESTERLY 70 FEET;

THENCE NORTHWESTERLY 50 FEET;

THENCE SOUTHWESTERLY 50 FEET;

THENCE NORTHWESTERLY 6 FEET;

THENCE NORTHEASTERLY 50 FEET;

THENCE NORTHWESTERLY 50 FEET;

THENCE SOUTHWESTERLY 50 FEET;

THENCE NORTHWESTERLY 64 FEET;

THENCE NORTHEASTERLY 120 FEET;

THENCE NORTHWESTERLY 246 FEET;

THENCE NORTHEASTERLY 50 FEET TO A COMMON PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-31-4-00-026 AND 2077-31-4-00-027;

THENCE NORTHEASTERLY 1362 FEET TO A COMMON PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-31-4-00-026 AND 2077-32-2-00-033;

THENCE SOUTHEASTERLY 896 FEET;

THENCE NORTHEASTERLY 161 FEET;

THENCE NORTHEASTERLY 252 FEET;

THENCE NORTHEASTERLY 272 FEET;

THENCE NORTHWESTERLY 90 FEET;

THENCE NORTHWESTERLY 312 FEET;

THENCE NORTHWESTERLY 221 FEET;

THENCE NORTHWESTERLY 230 FEET;

THENCE NORTHEASTERLY 164 FEET;

THENCE NORTHEASTERLY 415 FEET TO THE NORTHWEST CORNER OF ASSESSOR PARCEL NO. 2077-32-2-01-001;

THENCE SOUTHEASTERLY 930 FEET TO THE NORTHEAST CORNER OF ASSESSOR PARCEL NO. 2077-32-2-00-029, ALSO BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE THE FOLLOWING ELEVEN (11) COURSES;

SOUTHWESTERLY 134 FEET;

SOUTHWESTERLY 590 FEET;

SOUTHWESTERLY 111 FEET;

SOUTHWESTERLY 817 FEET;

SOUTHWESTERLY 280 FEET;

SOUTHWESTERLY 240 FEET;

SOUTHWESTERLY 101 FEET;

SOUTHEASTERLY 90 FEET;

SOUTHWESTERLY 150 FEET;

SOUTHWESTERLY 117 FEET;

SOUTHWESTERLY 405 FEET TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 110.7 ACRES.

THE ABOVE DESCRIPTION INCLUDES THE FOLLOWING ASSESSOR PARCELS

PARCEL #2077-32-3-00-018, 2077-31-4-00-027, 2077-32-2-00-033, 2077-32-2-00-015, 2077-32-3-00-017, 2077-32-2-00-031, 2077-32-2-00-030, 2077-32-2-00-018, 2077-32-2-00-029 AND 2077-32-2-01-001

AREA 1-2

TOGETHER WITH

A TRACT OF LAND LOCATED IN SECTION 29 AND 32 , TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST MINERAL AVENUE. SAID POINT BEING THE SOUTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-32-2-03-001;

THENCE NORTHEASTERLY 252 FEET;

THENCE NORTHEASTERLY 198 FEET;

THENCE NORTHEASTERLY 479 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF WEST CARSON DRIVE AND BEING THE NORTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-29-3-00-025;

THENCE SOUTHEASTERLY 424 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTH PLATTE RIVER PARKWAY AND BEING THE NORTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-29-3-00-025;

THENCE SOUTHWESTERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH PLATTE RIVER PARKWAY THE FOLLOWING FIVE (5) COURSES

SOUTHWESTERLY 129 FEET;

SOUTHWESTERLY 44 FEET;

SOUTHWESTERLY 379 FEET;

SOUTHWESTERLY 48 FEET;

SOUTHWESTERLY 176 FEET TO A PONT OF CURVATURE;

THENCE THROUGH A CURVE TO THE RIGHT 47 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WEST MINERAL AVENUE;

THENCE NORTHWESTERLY 322 FEET TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 6.4 ACRES.

THE ABOVE DESCRIPTION INCLUDES THE FOLLOWING ASSESSOR PARCELS

PARCEL #2077-29-3-00-025 AND 2077-32-2-03-001

AREA 1-3

TOGETHER WITH

A TRACT OF LAND LOCATED IN SECTION 29 AND 32 , TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST MINERAL AVENUE. SAID POINT BEING THE SOUTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-29-3-02-001;

THENCE NORTHWESTERLY ALONG THE NORTH RIGHT-OF-WAY LINE OF WEST MINERAL AVENUE 460 FEET TO A POINT OF CURVATURE;

THENCE THROUGH A CURVE TO THE RIGHT 47 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH PLATTE RIVER PARKWAY.

THENCE NORTHEASTERLY 773 FEET;

THENCE NORTHEASTERLY 75 FEET TO THE NORTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-29-3-02-001;

THENCE SOUTHEASTERLY 595 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE AND THE NORTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-29-3-02-001;

THENCE SOUTHWESTERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE THE FOLLOWING EIGHT (8) COURSES

SOUTHWESTERLY 32 FEET;

SOUTHWESTERLY 97 FEET;

SOUTHWESTERLY 99 FEET;

SOUTHWESTERLY 80 FEET;

SOUTHWESTERLY 15 FEET;

SOUTHWESTERLY 95 FEET;

SOUTHWESTERLY 123 FEET;

SOUTHWESTERLY 344 FEET TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 11.2 ACRES.

THE ABOVE DESCRIPTION INCLUDES THE FOLLOWING ASSESSOR PARCELS

PARCEL #2077-29-3-02-001

AREA 1-1: 110.7 ACRES

AREA 1-2: 6.4 ACRES

AREA 1-3: 11.2 ACRES

TOTAL ACREAGE FOR AREA 1 DESCRIPTIONS 128.3 ACRES

LEGAL DESCRIPTION – LITTLETON URBAN RENEWAL AREA #2 BOUNDARY

AREA 2-1

A TRACT OF LAND LOCATED IN SECTION 29 AND 20 , TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE. SAID POINT BEING THE SOUTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-29-1-00-010;

THENCE ALONG THE SOUTH BOUNDARY LINE OF ASSESSOR PARCEL NO. 2077-29-1-00-010 AND THE SOUTH BOUNDARY OF ASSESSOR PARCEL NO. 2077-29-1-22-002, NORTHWESTERLY 921 FEET TO THE SOUTHWEST CORNER OF ASSESSOR'S PARCEL NO. 2077-29-1-22-002;

THENCE NORTHEASTERLY 1971 FEET TO A COMMON PROPERTY CORNER OF ASSESSOR'S PARCEL NO. 2077-20-4-00-060, 2077-20-3-06-001 AND 2077-20-4-00-041;

THENCE NORTHEASTERLY 38 FEET TO A COMMON PROPERTY CORNER OF ASSESSOR'S PARCEL NO. 2077-20-4-00-060, 2077-20-4-041, 2077-20-4-13-006 AND 2077-20-4-13-00;

THENCE NORTHEASTERLY 182 FEET TO A COMMON PROPERTY CORNER OF ASSESSOR'S PARCEL NO. 2077-20-4-13-001 AND 2077-20-4-13-006;

THENCE NORTHEASTERLY 260 FEET;

THENCE NORTHEASTERLY 135 FEET;

THENCE NORTHEASTERLY 200 FEET;

THENCE NORTHEASTERLY 120 FEET;

THENCE NORTHEASTERLY 69 FEET;

THENCE NORTHEASTERLY 59 FEET;

THENCE SOUTHEASTERLY 99 FEET;

THENCE SOUTHEASTERLY 55 FEET;

THENCE SOUTHEASTERLY 60 FEET;

THENCE SOUTHEASTERLY 180 FEET;

THENCE SOUTHEASTERLY 60 FEET;

THENCE NORTHEASTERLY 165 FEET;

THENCE NORTHEASTERLY 50 FEET TO A COMMON PROPERTY CORNER OF ASSESSOR'S PARCEL NO. 2077-20-4-13-002,;

THENCE SOUTHEASTERLY 39 FEET TO THE NORTHEAST CORNER OF ASSESSOR'S PARCEL NO. 2077-20-4-13-002, ALSO BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE THE FOLLOWING TEN (10) COURSES;

SOUTHWESTERLY 612 FEET;
SOUTHEASTERLY 14 FEET;
SOUTHWESTERLY 653 FEET;
SOUTHWESTERLY 357 FEET;
NORTHWESTERLY 59 FEET;
SOUTHWESTERLY 203 FEET;
SOUTHEASTERLY 59 FEET;
SOUTHWESTERLY 377 FEET;
NORTHWESTERLY 10 FEET;
SOUTHWESTERLY 30 FEET TO THE POINT OF BEGINNING;
CONTAINING A CALCULATED AREA OF 54.3 ACRES.

THE ABOVE DESCRIPTION INCLUDES THE FOLLOWING ASSESSOR PARCELS

PARCEL #2077-29-1-00-010, 2077-29-1-22-002, 2077-29-1-22-001, 2077-29-1-00-012, 2077-20-4-00-060, 2077-20-4-00-052, 2077-20-4-13-001, 2077-20-4-00-052 AND 2077-20-4-13-002

AREA 2-2

TOGETHER WITH

A TRACT OF LAND LOCATED IN SECTION 20 , TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE. SAID POINT BEING THE SOUTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-20-4-13-003;

THENCE ALONG THE SOUTH AND WEST BOUNDARY OF SAID PARCEL THE FOLLOWING FOUR (4) COURSES:

SOUTHWESTERLY 101 FEET;

NORTHWESTERLY 150 FEET;

NORTHWESTERLY 214 FEET;

NORTHEASTERLY 79 FEET TO A COMMON PROPERTY CORNER OF ASSESSOR'S PARCEL NO. 2077-20-4-13-003, 2077-20-4-13-007 AND 2077-20-4-00-050;

THENCE SOUTHWESTERLY 467 FEET TO A COMMON PROPERTY CORNER OF ASSESSOR'S PARCEL NO. 2077-20-4-00-050, 2077-20-4-13-007, 2077-20-4-13-006, 2077-20-4-00-031 AND 2077-20-4-00-037;

THENCE NORTHEASTERLY 217 FEET TO A COMMON PROPERTY CORNER OF ASSESSOR'S PARCEL NO. 2077-20-4-00-050, 2077-20-4-00-037, 2077-20-4-00-040 AND 2077-20-4-14-005;

THENCE SOUTHEASTERLY 746 FEET THENCE NORTHWESTERLY 17 FEET;

THENCE SOUTHEASTERLY 180 FEET TO THE NORTHEAST CORNER OF ASSESSOR'S PARCEL NO. 2077-20-4-00-050, ALSO BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE THE FOLLOWING FOUR (4) COURSES;

SOUTHWESTERLY 210 FEET;

SOUTHWESTERLY 175 FEET;

SOUTHWESTERLY 14 FEET;

SOUTHWESTERLY 30 FEET TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 6.2 ACRES.

THE ABOVE DESCRIPTION INCLUDES THE FOLLOWING ASSESSOR PARCELS

PARCEL #2077-20-4-13-003 AND 2077-20-4-00-050

AREA 2-3

TOGETHER WITH

A TRACT OF LAND LOCATED IN SECTION 20 , TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE. SAID POINT BEING THE SOUTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-20-1-19-001;

THENCE ALONG THE SOUTH BOUNDARY OF ASSESSOR'S PARCEL NO. 2077-20-1-19-011 AND 2077-20-1-21-004, NORTHWESTERLY 317 FEET TO THE SOUTHWEST CORNER OF ASSESSOR'S PARCEL NO. 2077-20-1-21-004, SAID POINT ALSO BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH VINEWOOD STREET;

THENCE ALONG THE EASTERLY AND SOUTHERLY RIGHT-OF-WAY LINE OF SOUTH VINEWOOD STREET THE FOLLOWING THIRTEEN (13) COURSES:

NORTHEASTERLY 125 FEET;

THROUGH A CURVE TO THE RIGHT 62 FEET;

NORTHEASTERLY 192 FEET;

NORTHWESTERLY 17 FEET;

THROUGH A CURVE TO THE LEFT 301 FEET;

NORTHWESTERLY 125 FEET;

NORTHWESTERLY 98 FEET;

NORTHEASTERLY 26 FEET;

NORTHEASTERLY 62 FEET;

NORTHEASTERLY 104 FEET;

SOUTHEASTERLY 24 FEET;

SOUTHEASTERLY 6 FEET;

SOUTHEASTERLY 26 FEET, TO THE NORTHEAST CORNER OF ASSESSOR'S PARCEL NO. 2077-20-1-21-003, SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE, THE FOLLOWING TWO (2) COURSES:

SOUTHEASTERLY 161 FEET;

THROUGH A CURVE TO THE RIGHT 822 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 5.9 ACRES.

THE ABOVE DESCRIPTION INCLUDES THE FOLLOWING ASSESSOR PARCELS

PARCEL #2077-20-1-19-011, 2077-20-1-21-004, 2077-20-1-19-018, 2077-20-1-19-014, 2077-20-1-19-004, 2077-20-1-19-009, 2077-20-1-19-019, 2077-20-1-19-001 AND 2077-20-1-21-003.

AREA 2-4

TOGETHER WITH

A TRACT OF LAND LOCATED IN SECTION 20 , TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE. SAID POINT ALSO BEING THE SOUTHWEST CORNER OF ASSESSOR PARCEL NO. 2077-20-1-00-000-ISL;

THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE, NORTHWESTERLY 140 FEET TO THE NORTH CORNER OF ASSESSOR PARCEL NO. 2077-20-1-00-000-ISL, SAID POINT ALSO BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH SUMMER STREET;

THENCE ALONG THE WESTERLY AND NORTHERLY RIGHT-OF-WAY LINE OF SOUTH SUMMER STREET THE FOLLOWING THREE (3) COURSES:

SOUTHEASTERLY 361 FEET;

THROUGH A CURVE TO THE RIGHT 708 FEET TO A POINT OF REVERSE CURVATURE;

THROUGH A CURVE TO THE LEFT 101 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 1.0 ACRE.

THE ABOVE DESCRIPTION INCLUDES THE FOLLOWING ASSESSOR PARCELS

PARCEL #2077-20-1-00-000-ISL

AREA 2-1: 54.3 ACRES

AREA 2-2: 6.2 ACRES

AREA 2-3: 5.9 ACRES

AREA 2.4: 1.0 ACRE

TOTAL ACREAGE FOR AREA 2 DESCRIPTIONS 67.4 ACRES

LEGAL DESCRIPTION – LITTLETON URBAN RENEWAL AREA #3 BOUNDARY

AREA 3-1

A TRACT OF LAND LOCATED IN SECTION 20 , TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE. SAID POINT BEING THE SOUTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-20-1-06-006;

THENCE ALONG THE SOUTH BOUNDARY LINE OF ASSESSOR PARCEL NO. 2077-20-1-06-006, NORTHWESTERLY 193 FEET A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF VINEWOOD STREET;

THENCE NORTHWESTERLY 473 FEET TO THE NORTHWEST PROPERTY CORNER OF ASSESSOR'S PARCEL NO. 2077-20-1-16-005, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF WEST LAKE AVENUE;

THENCE NORTHEASTERLY 156 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE, SAID POINT BEING THE NORTHEAST PROPERTY CORNER OF ASSESSOR'S PARCEL NO. 2077-20-1-16-005

THENCE SOUTHEASTERLY 267 FEET TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 1.9 ACRES.

THE ABOVE DESCRIPTION INCLUDES THE FOLLOWING ASSESSOR PARCELS

PARCEL #2077-20-1-06-006, 2077-20-1-16-005

AREA 3-2

TOGETHER WITH

A TRACT OF LAND LOCATED IN SECTION 20 AND 17 , TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WEST MAPLEWOOD AVENUE. SAID POINT BEING THE SOUTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-20-1-05-008;

THENCE NORTHWESTERLY 161 FEET;

THENCE SOUTHEASTERLY 24 FEET;

THENCE SOUTHWESTERLY 242 FEET TO THE SOUTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-20-1-05-011;

THENCE NORTHEASTERLY 89 FEET;

THENCE NORTHWESTERLY 125 FEET TO THE SOUTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-20-1-06-007;

THENCE NORTHEASTERLY 156 FEET TO A POINT OF CURVATURE;

THENCE THROUGH A CURVE TO THE LEFT 428 FEET;
THENCE NORTHEASTERLY 365 FEET TO A POINT OF CURVATURE;
THENCE THROUGH A CURVE TO THE LEFT 138 FEET;
THENCE NORTHEASTERLY 74 FEET;
THENCE SOUTHWESTERLY 30 FEET TO A POINT OF CURVATURE;
THENCE THROUGH A CURVE TO THE LEFT 431 FEET TO A POINT OF REVERSE CURVE;
THENCE NORTHWESTERLY THROUGH A CURVE TO THE RIGHT 918 FEET TO THE NORTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-17-4-29-001, SAID POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF WEST BOWLES AVENUE;
THENCE NORTHEASTERLY 812 FEET TO A POINT OF CURVATURE;
THENCE SOUTHEASTERLY THROUGH A CURVE TO THE RIGHT 183 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE AND POINT OF REVERSE CURVE;
THENCE THROUGH A CURVE TO THE LEFT 323 FEET
THENCE SOUTHWESTERLY 122 FEET;
THENCE SOUTHWESTERLY 49 FEET;
THENCE SOUTHWESTERLY 85 FEET;
THENCE NORTHEASTERLY 121 FEET;
THENCE SOUTHEASTERLY 30 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE AND A POINT OF CURVATURE;
THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT 35 FEET;
THENCE SOUTHEASTERLY 102 FEET TO A POINT OF CURVATURE;
THENCE SOUTHEASTERLY THROUGH A CURVE TO THE LEFT 268 FEET TO A POINT OF REVERSE CURVE;
THENCE SOUTHWESTERLY THROUGH A CURVE TO THE RIGHT 71 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WEST CHURCH AVENUE;
THENCE SOUTHWESTERLY 405 FEET;
THENCE SOUTHEASTERLY 50 FEET;
THENCE NORTHEASTERLY 215 FEET;
THENCE SOUTHEASTERLY 25 FEET;
THENCE NORTHEASTERLY 201 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE AND THE NORTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-17-4-19-001;
THENCE SOUTHEASTERLY 124 FEET;
THENCE SOUTHWESTERLY 80 FEET;

THENCE SOUTHEASTERLY 38 FEET;

THENCE SOUTHEASTERLY 565 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE, THE NORTH RIGHT-OF-WAY LINE OF WEST LAKE AVENUE AND THE SOUTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-20-1-05-010;

THENCE NORTHWESTERLY 199 FEET;

THENCE SOUTHEASTERLY 505 FEET TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 34.7 ACRES.

THE ABOVE DESCRIPTION INCLUDES THE FOLLOWING ASSESSOR PARCELS

PARCEL #2077-20-1-05-008, 2077-20-1-05-011, 2077-20-1-00-004, 2077-20-1-06-007, 2077-20-1-05-10, 2077-20-1-05-006, 2077-20-1-05-005, 2077-20-1-05-004, 2077-20-1-05-003, 2077-20-1-05-002, 2077-20-1-05-001, 2077-17-4-19-002, 2077-17-4-19-001, 2077-17-4-28-005, 2077-17-4-28-004, 2077-17-4-29-005, 2077-17-4-29-003, 2077-17-4-28-002, 2077-17-4-29-004, 2077-17-4-29-001 AND 2077-17-4-29-002

AREA 3-3

TOGETHER WITH

A TRACT OF LAND LOCATED IN SECTION 17 , TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WEST BOWLES AVENUE. SAID POINT BEING THE SOUTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-17-4-27-001;

THENCE SOUTHWESTERLY 833 FEET TO THE SOUTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-17-4-27-001 AND POINT OF CURVATURE;

THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT 351 FEET;

NORTHEASTERLY 935 FEET TO A POINT OF CURVATURE;

THENCE NORTHEASTERLY THROUGH A CURVE TO THE LEFT 214 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE AND POINT OF CURVATURE;

THENCE SOUTHWESTERLY THROUGH A CURVE TO THE LEFT 106 FEET;

THENCE SOUTHWESTERLY 314 FEET TO A POINT OF CURVATURE;

THENCE SOUTHWESTERLY THROUGH A CURVE TO THE LEFT 477 FEET TO A POINT OF REVERSE CURVE;

THENCE SOUTHWESTERLY THROUGH A CURVE TO THE RIGHT 104 FEET TO THE POINT OF BEGINNING

CONTAINING A CALCULATED AREA OF 9.8 ACRES.

THE ABOVE DESCRIPTION INCLUDES THE FOLLOWING ASSESSOR PARCELS

PARCEL #2077-17-4-27-001

AREA 3-4

TOGETHER WITH

A TRACT OF LAND LOCATED IN SECTION 17 , TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE. SAID POINT ALSO BEING THE NORTHWEST CORNER OF ASSESSOR PARCEL NO. 2077-20-1-00-036;

THENCE NORTHEASTERLY 66 FEET;

THENCE SOUTHWESTERLY 40 FEET TO A POINT OF CURVATURE;

THENCE SOUTHWESTERLY THROUGH A CURVE TO THE LEFT 164 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE;

THENCE NORTHEASTERLY 193 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 0.11 ACRES.

THE ABOVE DESCRIPTION INCLUDES THE FOLLOWING ASSESSOR PARCELS

PARCEL #2077-20-1-00-036

AREA 3-5

TOGETHER WITH

A TRACT OF LAND LOCATED IN SECTION 17 , TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE. SAID POINT BEING THE SOUTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-17-4-00-009;

THENCE NORTHEASTERLY 300 FEET;

THENCE NORTHEASTERLY 225 FEET TO THE NORTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-17-4-00-011;

THENCE SOUTHEASTERLY 90 FEET;

THENCE NORTHEASTERLY 23 FEET;

THENCE NORTHWESTERLY 58 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE;

THENCE NORTHEASTERLY 430 FEET TO THE NORTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-17-4-00-035;

THENCE SOUTHEASTERLY 68 FEET TO THE NORTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-17-4-00-035 AND A POINT OF CURVATURE;

THENCE SOUTHEASTERLY THROUGH A CURVE TO THE RIGHT 57 FEET;

THENCE SOUTHEASTERLY 424 FEET TO THE SOUTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-17-4-12-012;

THENCE NORTHWESTERLY 155 FEET;

THENCE SOUTHWESTERLY 201 FEET;

THENCE SOUTHEASTERLY 173 FEET;

THENCE SOUTHEASTERLY 180 FEET;

THENCE NORTHWESTERLY 182 FEET;

THENCE SOUTHEASTERLY 14 FEET;

THENCE SOUTHWESTERLY 100 FEET;

THENCE SOUTHWESTERLY 90 FEET TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 3.7 ACRES.

THE ABOVE DESCRIPTION INCLUDES THE FOLLOWING ASSESSOR PARCELS

PARCEL #2077-17-4-00-009, 2077-17-4-12-020, 2077-17-4-00-011, 2077-17-4-12-012, 2077-17-4-12-017, 2077-17-4-12-016, 2077-17-4-00-041, 2077-17-4-00-039, 2077-17-4-00-038, 2077-17-4-00-040 AND 2077-17-4-00-035.

AREA 3-6

TOGETHER WITH

A TRACT OF LAND LOCATED IN SECTION 17 , TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE. SAID POINT BEING THE SOUTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-17-4-00-026;

THENCE NORTHEASTERLY 307 FEET TO THE NORTHWEST PROPERTY CORNER OS ASSESSOR PARCEL NO. 2077-17-4-00-026;

THENCE SOUTHEASTERLY 29 FEET TO A POINT OF CURVATURE;

THENCE NORTHEASTERLY THROUGH A CURVE TO THE RIGHT 734 FEET TO THE NORTH PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-17-4-00-033;

THENCE SOUTHEASTERLY 12 FEET TO A POINT OF CURVATURE;

THENCE SOUTHWESTERLY THROUGH A CURVE TO THE LEFT 417 FEET;
THENCE SOUTHWESTERLY 97 FEET;
THENCE SOUTHEASTERLY 96 FEET;
THENCE SOUTHWESTERLY 127 FEET;
THENCE NORTHWESTERLY 36 FEET;
THENCE SOUTHWESTERLY 165 FEET;
THENCE SOUTHEASTERLY 154 FEET;
THENCE NORTHWESTERLY 22 FEET;
THENCE SOUTHEASTERLY 75 FEET;
THENCE NORTHWESTERLY 85 FEET;
THENCE SOUTHEASTERLY 1 FOOT;
THENCE NORTHWESTERLY 17 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 2.1 ACRES.

THE ABOVE DESCRIPTION INCLUDES THE FOLLOWING ASSESSOR PARCELS

PARCEL #2077-17-4-00-033 AND 2077-17-4-00-026

AREA 3-7

TOGETHER WITH

A TRACT OF LAND LOCATED IN SECTION 17 , TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE. SAID POINT BEING THE SOUTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-17-1-00-029

THENCE NORTHEASTERLY 589 FEET;
THENCE WESTERLY 32 FEET;
THENCE NORTHEASTERLY 119 FEET;
THENCE WESTERLY 42 FEET;
THENCE NORTHEASTERLY 130 FEET TO A POINT OF CURVATURE;
THENCE NORTHEASTERLY THROUGH A CURVE TO THE RIGHT 39 FEET;

THENCE SOUTHEASTERLY 194 FEET;

THENCE SOUTHWESTERLY 521 FEET;

THENCE WESTERLY 425 FEET;

THENCE NORTHWESTERLY 32 FEET;

CONTAINING A CALCULATED AREA OF 3.9 ACRES.

THE ABOVE DESCRIPTION INCLUDES THE FOLLOWING ASSESSOR PARCELS

PARCEL #2077-17-1-00-029, 2077-17-1-36-001, 2077-17-1-00-030 AND 2077-1-17-1-00-018

AREA 3-1: 1.9 ACRES

AREA 3-2: 34.7 ACRES

AREA 3-3: 9.8 ACRES

AREA 3-4: 0.11 ACRE

AREA 3-5: 3.7 ACRE

AREA 3-6: 2.1 ACRE

AREA 3-7: 3.9 ACRE

TOTAL ACREAGE FOR AREA 3 DESCRIPTIONS 56.21 ACRES

Santa Fe Urban Renewal Plan

City of Littleton, Colorado

Appendix C:

Santa Fe Urban Renewal Plan Area TIF No. 1 - Legal Description

LEGAL DESCRIPTION – TAX INCREMENT AREA #1 BOUNDARY

AREA 1-1

A TRACT OF LAND LOCATED IN SECTION 31 AND 32 , TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE. SAID POINT BEING THE COMMON PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-32-3-00-018 AND 2077-32-3-00-019;

THENCE ALONG THE SOUTH BOUNDARY LINE OF SAID ASSESS OR PARCEL NO. 2077-32-3-00-018 THE FOLLOWING 3 COURSES

NORTHWESTERLY 120 FEET;

NORTHWESTERLY 336 FEET;

NORTHWESTERLY 523 FEET;

THENCE SOUTHEASTERLY 732 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER;

THENCE SOUTHWESTERLY 485 FEET TO A POINT ON THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, SAID POINT BEING THE COMMON PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-32-3-00-018 AND 2077-31-4-00-027;

THENCE NORTHWESTERLY 62 FEET;

THENCE NORTHEASTERLY 50 FEET;

THENCE NORTHWESTERLY 50 FEET;

THENCE SOUTHWESTERLY 50 FEET;

THENCE NORTHWESTERLY 296 FEET;

THENCE NORTHWESTERLY 194 FEET;

THENCE SOUTHWESTERLY 70 FEET;

THENCE NORTHWESTERLY 50 FEET;

THENCE SOUTHWESTERLY 50 FEET;

THENCE NORTHWESTERLY 6 FEET;

THENCE NORTHEASTERLY 50 FEET;

THENCE NORTHWESTERLY 50 FEET;

THENCE SOUTHWESTERLY 50 FEET;

THENCE NORTHWESTERLY 64 FEET;

THENCE NORTHEASTERLY 120 FEET;

THENCE NORTHWESTERLY 246 FEET;

THENCE NORTHEASTERLY 50 FEET TO A COMMON PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-31-4-00-026 AND 2077-31-4-00-027;

THENCE NORTHEASTERLY 1362 FEET TO A COMMON PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-31-4-00-026 AND 2077-32-2-00-033;

THENCE SOUTHEASTERLY 896 FEET;

THENCE NORTHEASTERLY 161 FEET;

THENCE NORTHEASTERLY 252 FEET;

THENCE NORTHEASTERLY 272 FEET;

THENCE NORTHWESTERLY 90 FEET;

THENCE NORTHWESTERLY 312 FEET;

THENCE NORTHWESTERLY 221 FEET;

THENCE NORTHWESTERLY 230 FEET;

THENCE NORTHEASTERLY 164 FEET;

THENCE NORTHEASTERLY 415 FEET TO THE NORTHWEST CORNER OF ASSESSOR PARCEL NO. 2077-32-2-01-001;

THENCE SOUTHEASTERLY 930 FEET TO THE NORTHEAST CORNER OF ASSESSOR PARCEL NO. 2077-32-2-00-029, ALSO BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE;

THENCE ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE THE FOLLOWING ELEVEN (11) COURSES;

SOUTHWESTERLY 134 FEET;

SOUTHWESTERLY 590 FEET;

SOUTHWESTERLY 111 FEET;

SOUTHWESTERLY 817 FEET;

SOUTHWESTERLY 280 FEET;

SOUTHWESTERLY 240 FEET;

SOUTHWESTERLY 101 FEET;

SOUTHEASTERLY 90 FEET;

SOUTHWESTERLY 150 FEET;

SOUTHWESTERLY 117 FEET;

SOUTHWESTERLY 405 FEET TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 110.7 ACRES.

THE ABOVE DESCRIPTION INCLUDES THE FOLLOWING ASSESSOR PARCELS

PARCEL #2077-32-3-00-018, 2077-31-4-00-027, 2077-32-2-00-033, 2077-32-2-00-015, 2077-32-3-00-017, 2077-32-2-00-031, 2077-32-2-00-030, 2077-32-2-00-018, 2077-32-2-00-029 AND 2077-32-2-01-001

AREA 1-2

TOGETHER WITH

A TRACT OF LAND LOCATED IN SECTION 29 AND 32 , TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST MINERAL AVENUE. SAID POINT BEING THE SOUTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-32-2-03-001;

THENCE NORTHEASTERLY 252 FEET;

THENCE NORTHEASTERLY 198 FEET;

THENCE NORTHEASTERLY 479 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF WEST CARSON DRIVE AND BEING THE NORTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-29-3-00-025;

THENCE SOUTHEASTERLY 424 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTH PLATTE RIVER PARKWAY AND BEING THE NORTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-29-3-00-025;

THENCE SOUTHWESTERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH PLATTE RIVER PARKWAY THE FOLLOWING FIVE (5) COURSES

SOUTHWESTERLY 129 FEET;

SOUTHWESTERLY 44 FEET;

SOUTHWESTERLY 379 FEET;

SOUTHWESTERLY 48 FEET;

SOUTHWESTERLY 176 FEET TO A PONT OF CURVATURE;

THENCE THROUGH A CURVE TO THE RIGHT 47 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WEST MINERAL AVENUE;

THENCE NORTHWESTERLY 322 FEET TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 6.4 ACRES.

THE ABOVE DESCRIPTION INCLUDES THE FOLLOWING ASSESSOR PARCELS

PARCEL #2077-29-3-00-025 AND 2077-32-2-03-001

AREA 1-3

TOGETHER WITH

A TRACT OF LAND LOCATED IN SECTION 29 AND 32 , TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST MINERAL AVENUE. SAID POINT BEING THE SOUTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-29-3-02-001;

THENCE NORTHWESTERLY ALONG THE NORTH RIGHT-OF-WAY LINE OF WEST MINERAL AVENUE 460 FEET TO A POINT OF CURVATURE;

THENCE THROUGH A CURVE TO THE RIGHT 47 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SOUTH PLATTE RIVER PARKWAY.

THENCE NORTHEASTERLY 773 FEET;

THENCE NORTHEASTERLY 75 FEET TO THE NORTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-29-3-02-001;

THENCE SOUTHEASTERLY 595 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE AND THE NORTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-29-3-02-001;

THENCE SOUTHWESTERLY ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SOUTH SANTA FE DRIVE THE FOLLOWING EIGHT (8) COURSES

SOUTHWESTERLY 32 FEET;

SOUTHWESTERLY 97 FEET;

SOUTHWESTERLY 99 FEET;

SOUTHWESTERLY 80 FEET;

SOUTHWESTERLY 15 FEET;

SOUTHWESTERLY 95 FEET;

SOUTHWESTERLY 123 FEET;

SOUTHWESTERLY 344 FEET TO THE POINT OF BEGINNING;

CONTAINING A CALCULATED AREA OF 11.2 ACRES.

THE ABOVE DESCRIPTION INCLUDES THE FOLLOWING ASSESSOR PARCELS

PARCEL #2077-29-3-02-001

AREA 1-1: 110.7 ACRES

AREA 1-2: 6.4 ACRES

AREA 1-3: 11.2 ACRES

TOTAL ACREAGE FOR AREA 1 DESCRIPTIONS 128.3 ACRES

LIFT and Urban Renewal Overview (prepared 11/15/16)

2015 Property Tax Increment (1/1/16-10/28/16, gross - not including county fee) - Source: Arapahoe County

	N. Broadway	Littleton Blvd.	Santa Fe	Columbine Square	TOTAL
Littleton	\$ 18,656	\$ 1,942	\$ 241	\$ -	\$ 20,839
Arap. County	\$ 38,803	\$ 4,038	\$ 501	\$ -	\$ 43,342
Developmental Disabilities*	\$ 2,801	\$ 292	\$ 36	\$ -	\$ 3,129
LPS	\$ 149,610	\$ 15,569	\$ 1,932	\$ -	\$ 167,111
SSPR	\$ 24,226	\$ 2,521	\$ 313	\$ -	\$ 27,060
UDFCD	\$ 1,549	\$ 161	\$ 20	\$ -	\$ 1,730
UDFCD-South Platte	\$ 162	\$ 17	\$ 2	\$ -	\$ 181
TOTAL	\$ 235,807	\$ 24,540	\$ 3,045	\$ -	\$ 263,392

* dedicated 1 mill for DD services passed in 2001; funds to Arapahoe County, IGA with Developmental Pathways for services as state recognized CCB.

Sales Tax (First year increment) paid to LIFT - Source: City of Littleton Finance Dept.

	N. Broadway	Littleton Blvd.	Santa Fe	Columbine Square	TOTAL
Littleton	\$ 22,959	\$ 71,581	\$ -	\$ 19,500	\$ 114,040

City Sales Tax - Estimated for 2016 (to be paid in 2017) with all plans existing: \$120,000

2016 City-related expenses related to Urban Renewal as of Nov. 10, 2016

(excludes staff time and copy costs) - Source: City of Littleton Finance Dept.

Vendor	Description	Period	Amount Paid
Hoffman, Parker, Wilson & Carberry	Lawsuit, abolishment, Tax Increment	Jan-Oct	\$ 37,386
Jim Rees	Litigation testimony	3/3/2016	\$ 1,105
Contract Videographer	3/30/16 LIFT Mtg	3/30/2016	\$ 175
TOTAL			\$ 38,666

LIFT loan from City with Estimated Interest (through Dec. 2016): \$151,590

LIFT Operational Account Balance: \$33,639 (through Oct. 2016)

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 December 6, 2016

SUBJECT: **An ordinance on second reading repealing the city's Santa Fe Urban Renewal Plan**

PLEASE PRINT YOUR NAME AND ADDRESS CLEARLY	Phone and/or email	DO YOU FAVOR THE PROJECT?	
NAME: Barbara Rice NOT	303 797 2218	I support repealing Santa Fe Urban renewal plan	YES <input checked="" type="radio"/> NO
ADDRESS: 7494 South Prince Street Littleton 80120			
NAME: LEONARD INEWI NOT	303 794-2577	YES	<input checked="" type="radio"/> NO
ADDRESS: 659 E. Phillips DR. S, Ltn CO 80122			
NAME: Eileen INEWI NOT	3- 794-2577	YES	<input checked="" type="radio"/> NO
ADDRESS: 659 E Phillips Dr So Ltn CO 80122			
NAME: Kurt Hulse NOT	Kurt@oz.net	repeal	YES <input checked="" type="radio"/> NO
ADDRESS: 6903 S. Prince Cir Littleton CO			
NAME: Barbara Marchetti NOT	303-734-0266	Repeal	YES <input checked="" type="radio"/> NO
ADDRESS: 2582 W. Rowland Ave Littleton 80120			
NAME: John Marchetti NOT	3-7340266	<input checked="" type="radio"/> YES	NO
ADDRESS: 2582 W-Rowland A 80120			
NAME: ROBERT ELLSTRUM NOT	3-897-9317	<input checked="" type="radio"/> YES	NO
ADDRESS: 4820 S FOX ST BRIGHTWOOD, CO 80110			

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(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 December 6, 2016

SUBJECT: **An ordinance on second reading repealing the city's Santa Fe Urban Renewal Plan**

PLEASE PRINT YOUR NAME AND ADDRESS CLEARLY		Phone and/or email	DO YOU FAVOR THE PROJECT?	
NAME: <i>W Denovan</i> <i>Not</i>	ADDRESS: <i>780 E Phillips Dr S.</i>	<i>720 351-7470</i>	<i>Repeal</i> YES	NO
NAME: <i>Pamela Cook</i> <i>Not</i>	ADDRESS: <i>7906 S. Bemis Pl</i>	<i>303.653.8106</i>	YES	<i>(NO)</i>
			<i>Repeal</i>	
NAME: <i>Steve Nelligan</i> <i>Not</i>	ADDRESS: <i>80120 7906 S. Bemis Pl</i>	<i>Louebizzare@Hotmail.com</i> <i>7/220</i>	YES	<i>(NO)</i>
			<i>Repeal</i>	
NAME: <i>DAVID M. METCALF</i> <i>Not</i>	ADDRESS: <i>7870 SOUTH HILL DRIVE</i>	<i>303.847.2432</i> <i>david1metcalf@gmail.com</i>	<i>REPEAL</i>	NO
			YES	
NAME: <i>Jon Spencer</i> <i>Not</i> ✓	ADDRESS: <i>5976 S. Bonnoct St.</i>	<i>Do not repeal</i>	YES	<i>(NO)</i>
NAME: <i>Robin Schwartzbaker</i> ✓	ADDRESS: <i>3 min</i>	<i>video</i>	<i>(YES)</i>	NO
NAME: <i>Frank Atwood</i> ✓	ADDRESS: <i>3 min</i>		<i>(YES)</i>	NO

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Tuesday December 6, 2016

SUBJECT: **An ordinance on second reading repealing the city's Santa Fe Urban Renewal Plan**

PLEASE PRINT YOUR NAME AND ADDRESS CLEARLY	Phone and/or email	DO YOU FAVOR THE PROJECT?	
NAME: Carol Fey ✓		<input checked="" type="radio"/> YES	<input type="radio"/> NO
ADDRESS:			
NAME: Patrick Fitzgerald ✓		<input checked="" type="radio"/> YES	<input type="radio"/> NO
ADDRESS:			
NAME: Jeanie Erickson ✓		<input checked="" type="radio"/> YES	<input type="radio"/> NO
ADDRESS:			
NAME: Gloria Shone ✓		<input checked="" type="radio"/> YES	<input type="radio"/> NO
ADDRESS:			
NAME: Sherrie Chism ✓		<input checked="" type="radio"/> YES	<input type="radio"/> NO
ADDRESS:			
NAME: Paul Bingham ✓		<input checked="" type="radio"/> YES	<input type="radio"/> NO
ADDRESS: 1			
NAME: Marty Brzeznek ✓		<input checked="" type="radio"/> YES	<input type="radio"/> NO
ADDRESS:			

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 December 6, 2016

SUBJECT: **An ordinance on second reading repealing the city's Santa Fe Urban Renewal Plan**

PLEASE PRINT YOUR NAME AND ADDRESS CLEARLY	Phone and/or email	DO YOU FAVOR THE PROJECT?	
NAME: Jose Trujillo ✓		<input checked="" type="radio"/> YES	NO
ADDRESS:			
NAME: Jerry Walker ✓		<input checked="" type="radio"/> YES	NO
ADDRESS:			
NAME: Joseph Riquelme ✓		<input checked="" type="radio"/> YES	NO
ADDRESS: Not			
NAME: Laurett Barrentine ✓		<input checked="" type="radio"/> YES	NO
ADDRESS:			
NAME: Elaine L. Bernardine ✓		Repeal <input checked="" type="radio"/> YES	NO
ADDRESS: 1595 W. Hurdale Dr. 80120			
NAME: Mari Genna ✓		YES	<input checked="" type="radio"/> NO
ADDRESS: 4538 W. Lake Cir S. Littleton, CO 80123			
NAME: Anne Cunningham ✓		YES	<input checked="" type="radio"/> NO
ADDRESS: 800 So. Quebec St. Centennial CO 80130			

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 December 6, 2016

SUBJECT: **An ordinance on second reading repealing the city's Santa Fe Urban Renewal Plan**

PLEASE PRINT YOUR NAME AND ADDRESS CLEARLY	Phone and/or email	DO YOU FAVOR THE PROJECT?	
NAME: <u>Linda Knufinke</u> ✓ ADDRESS:		<u>YES</u>	NO
NAME: <u>Donna Gennar</u> ✓ ADDRESS: <u>4538 W. CAIRO Circle So 80123</u>		<u>YES</u>	NO
NAME: <u>Denny Trempy</u> <u>NOT</u> ADDRESS: <u>6229 S. Santa Fe</u>		<u>YES</u>	NO
NAME: <u>Lou Sullivan</u> ✓ ADDRESS: <u>5940 S. BENS ST.</u>		<u>YES</u>	NO
NAME: <u>Geary Hill</u> ✓ ADDRESS:		<u>repeal</u> YES	NO
NAME: <u>Pam Chaffame</u> ✓ ADDRESS:		<u>repeal</u> YES	NO
NAME: <u>Kuni Sayers</u> ✓ ADDRESS: <u>Carol Pentega</u> ✓ <u>Cherley Arty</u> ✓		<u>repeal</u> YES <u>repeal</u>	NO

Santa Fe Urban Renewal Plan

Carol B
and Company

Mayor Beckman, thank you for allowing us a little leeway with the format for tonight's meeting. We hope that it will save time as we have a long evening ahead of us. Our first presentation will not be repeated for each of the UR Plans as the comments apply to them all.

After the presentation on the issues that pertain to all UR plans we will address each plan area as they come up on the agenda.

In looking back at some of the meetings where action took place to approve the first UR plans, we have discovered what we believe is an explanation for the failure of UR in Littleton. When matters of this importance come before council we believe that council relies heavily on staff to understand and guide the council to make good decisions. But that did not happen with UR. We would like to play some excerpts of past meetings that demonstrate that council was receiving guidance from the former city manager that was misplaced or misrepresented. We are assuming that what you are about to see is not the result of the city manager's deliberate intent on deceiving the council he served but one of a city manager that just didn't know enough about the implementation of the UR law to provide council with good guidance.

Please see the separate blue document that is the transcript. The transcription is not verbatim. We have removed all the repetition and hesitations that we all make when speaking extemporaneously but an honest attempt to present the facts as they were spoken.

To understand the significance of what we just heard, please refer to:

Line number #5 Michael Penny told council that "fairly large map areas" were circled to identify where they wanted to survey for slum and blight. This contradiction of the UR law that requires the boundaries to be drawn as "narrowly as feasible to accomplish the development objectives of the UR area."

Line 10 – Penny said, "What you are approving tonight are the area plans – we have no projects at this point." Every plan is required by law to have a project. The law provides a separate definition for plan and project. A project is part of a plan. They are not the same.

Line 13 is another statement clarifying that projects do not exist. Michael Penny's assertion – that developers will come and talk to the city about a specific project is not how the law was written. Once a plan is approved it becomes controlling with respect to the land area, land use, design, building requirements, and tax increment financing timing. LIFT's role is to implement the plan approved by council. Once the plans are approved, council has fulfilled its role unless there is a modification of the plan, the use of eminent domain or the dissolution of LIFT.

Line 19 – this passage refers to Resolution 88 that requires the full support and approval of all the taxing entities before a project will move forward. It is important to note that one taxing entity has veto power over an UR project. Resolution 88 will be discussed later.

Line 21 – Michael Penny is telling the council that there will be discussions, per Resolution 88, to determine “the relative percentage of what the entity gets to keep” of their portion of tax increment. The plans use of both property and sales tax increment for 25 years at 100% and the TIF clock started the day they were approved. The time to negotiate has long since passed. If a TIF negotiation were to take place, by law, there would have to be a substantial modification made to each plan which would require the same public process required when the plan was first presented. The modification would have to be ratified by the voters.

Line 27 – Michael Penny states that he uses the terms TIF and sales tax share-back interchangeably - that they are the same from a methodology standpoint. This is a gross misrepresentation. A share-back is limited by a dollar amount and for a short period of time. The sales tax increment freezes the base for 25 years. Any new sales tax revenue over the base for the 25 years will be deposited into the special fund of LIFT as required by law.

Line 38 – Michael Penny tells council they will sign off and bless the use of both property and sales tax increment. This is such a departure from the law that it is difficult to understand. The UR law is state law – a home rule city cannot supersede state law. The law is clear - increment is the tax revenue collected above the base and it *shall be deposited into the special account of LIFT when it is collected*. All four plans were approved to use sales and property taxes for 25 years. The timing, a term used to signify the start of the TIF clock, began when the plans were approved. There is no negotiation, no signing off and no blessing by council for anything dealing with TIF – that was done with the approval of the plans. If the terms of TIF are to be modified – that can be done but only through a public process.

Line 42 – Michael Penny informs council that they will continually be involved with the percentage of sales and or property tax increment with each specific project.

There are a couple of fallacies with Penny’s explanation.

1st – Council is not continually involved in UR once the plans are approved unless there is a modification or an eminent domain action. LIFT is not subservient to council nor is LIFT advisory to the council. LIFT is a body corporate and politic just as council is and acts independently. And council has nothing to do with property tax increment – that is the County’s responsibility.

2nd – Council will not continually be involved as Michael Penny suggests. Any TIF arrangement has to be made by LIFT. LIFT is the body that makes the determination of how much funding any project would receive to pursue a project. If there were a negotiation it would be the responsibility of LIFT. If there’s a negotiated agreement on TIF other than the one already approved in the plans a substantial modification would have to be approved by LIFT before submission to the Planning Commission and before going to

the city council for approval. The decision to change the terms of TIF is not council's – it begins with LIFT.

In order to receive financial help from the taxpayers, developers have to prove to LIFT that they cannot make the numbers work with out public tax dollars. The council is not part of that process; council performed their duty by approving the plans.

Line 49 – Michael Penny reiterates that there are no projects. Mr. Penny makes the statement that there are no projects several times throughout the meeting. This is relevant to the discussion about Resolution 88 and the definition of a plan and the definition of a project.

Resolution 88

It's time to talk about Resolution 88 – it has a major role in the current dilemma and the complications it creates are enormous. One complication is the implication that TIF would be negotiated project by project and that council would be involved. TIF has already been determined and any negotiation would have to be between the two parties involved – LIFT and the taxing entity.

Another complication deals with two words – plan and project.

Resolution 88 was passed in September of 2014 – before any plans were approved. It states very simply that an *“urban renewal project will not go forward without the full support and approval of all taxing entities.”* Since that time there has been an evolution of the meaning of the word plan and the word project. Our goal tonight is to demonstrate to you that when the Santa Fe and Columbine Urban Renewal Plans were approved it was with the understanding that a plan was very different than a project.

Line 55 – Jim Rees is reassuring the council that when there is a project there will be a meeting with the taxing entities per Resolution 88 yet LIFT is not a party to the agreement. Bottom line, TIF has already been determined and approved at 100% for all taxing entities. The process for getting all taxing entities full support and approval of each project has yet to be determined.

Line 72 – Michael Penny, once again acknowledges that Resolution 88 applies to projects and at that time there are no specific projects.

Line 77 – Michael Penny explains that it will be his role to negotiate with the taxing entities. TIF is a matter for LIFT and not the city manager. Furthermore, TIF has already been approved for all the taxing entities at 100% for 25 years. There is nothing to negotiate unless there is a substantial modification proposed by LIFT. Council does not initiate substantial modifications of UR.....a substantial modification begins with LIFT and goes through a public process at the Planning Commission and city council.

Line 91 – Executive Director for LIFT, Jim Rees, acknowledges that a plan is different than a project.

Line 97 – Corey Hoffman, attorney for LIFT, acknowledges that we have plans that contemplate projects inferring that there is a difference between a plan and a project.

Why are Resolution 88 and the definition of a plan and a project so vital to the discussion?

You have just heard several snippets of the discussion that took place the night the council approved the first two urban renewal plans. If it wasn't understood with the first explanation hopefully it was with the second, third, and fourth. A plan is not a project and a project will not move forward without the full support and approval of all taxing entities. Any one taxing entity has veto power.

But there has been a change in the meaning of plan and project. At the April 26, 2016 joint meeting with council and LIFT, Mr. Hoffman told the council and LIFT members that Littleton had "four plans, four projects" – insinuating that a project is the same as a plan.

Mr. Hoffman has changed his mind on the difference between a plan and a project as you have just heard. This type of legal weasel language that attorneys are noted for has no place in Littleton. Citizens trust their elected governing board to stand by their word and the intent of their actions and to reject the ploy that is used too often today to twist the meaning and intent of language that is otherwise clearly written and understood.

If council cannot understand the meaning of Res 88 without an attorney to interpret the difference between a plan and a project the Resolution should never have been passed. To lay claim that an attorney is needed to understand a legislative action taken by council undermines each and every action council takes.

It is imperative; if there is to be trust between the governing body and the citizens, that manipulating language to stretch the meaning or to completely change the meaning of approved measures cannot and should not be tolerated. Council needs to direct their attorney, which by the way on UR matters is the same attorney for LIFT which somehow seems like the ultimate conflict of interest, to try very hard to recollect his original position of plan versus project and stand firm on the advice he provided in November 2014. A plan was not a project then and it is not a project now.

The difference between a plan and a project is important because the unanticipated happened. Arapahoe County opposed all four plans and it is extremely doubtful that it would support a project today based on the letter recently sent to the council by the Arapahoe Board of County Commissioners. Their reasons have not changed and the circumstances behind their reasons have not changed. They have veto power.

Can the increment be returned to the taxing entities?

Today there are only two IGAs, one is with South Suburban and the other LPS, to return tax increment and both agreements are for a partial return. The terms of those IGAs are not being met by LIFT. LIFT is required to make monthly payments to both LPS and South Suburban. Not a single check has been written.

Letters of consent to refund TIF were written and sent to the taxing entities but until both parties sign on the dotted line the agreements do not exist. Mr. Hoffman, at the August LIFT meeting, indicated that the letters would need a signature from the other entities involved. If the other entities do agree, then 300 would require ratification because it is a new revenue sharing agreement not contemplated in the original plan.

The "But For Argument"

The "but for" argument was made early in the discussions about urban renewal. The idea is that a project would be funded by increment created as a result of the project. As an example, if it wasn't "but for" UR providing money to fund a project there would be no increment. But that is clearly not how the law is implemented in Littleton. We have increment, several thousands of dollars in sales and property taxes, that have been diverted to LIFT and there is no "but for" – the increment was created as a result of the business owners in the area doing it the old fashion way – through hard work and their own ingenuity. We have turned the "but for" UR into "in spite of" UR.

This concludes our arguments supporting the repeal of all urban renewal plans as they exist today. We will not repeat this presentation with each Plan area up for repealing but ask that you please keep all of this in mind knowing what you have just seen and heard applies to all four plans. We would also like to state, for the record, that these are just the most complicated issues associated with the four plans. There are several other issues but for the sake of time we will stop for now.

Specific to Santa Fe Urban Renewal Plan

Ag Land

From the beginning there were questions related to the inclusion of the agricultural land in the urban renewal area. We applaud the Arapahoe County Assessor for objecting and the ag land is no longer included in the plan for TIF purposes. To date the plan has not been modified to reflect an accurate description of the plan area. If the plan is **not** repealed, this will need to be done and the voters will have to ratify the change.

300

Just two weeks after the passage of 300 council modified the Santa Fe UR Plan by removing several properties. The modification required ratification as it was a change that impacted the funding, or TIF, for the area. At the time the attorney advised council that ratification was not necessary because the change was not a "substantial modification" but 300 purposefully applied to any modification. Until the ratification takes place the modification is not effective.

The Area

The Court ruling on the ag land acknowledged the inclusion of the rights of way "were not properly included due to an insufficient legal description" resulting in anything but a clear understanding of what parcels actually make up the UR plan area. The Court ruling also noted "the lack of notice to the owners of the rights-of-way of their inclusion in the urban renewal area" and the "determination that the land within the rights-of-way is "blighted"

resulting in the owners lack of ability to understand the effect such may have upon their use of their property or any direct or indirect financial implications such might have."

Until LIFT modifies the plan to truly reflect the proper land area included you have a plan that is left open to challenge every step of the way.

TIF

In a letter to council dated Jan. 14, 2016, then city attorney Kristen Schledorn, forwarded Mr. Hoffman's opinion that TIF for both sales and property tax started in the entire Santa Fe Urban Renewal area. Even though Mr. Hoffman stated in writing that the sales tax TIF started the city has yet to create the base and divert the increment for the Santa Fe area.

On April 26, 2016 Mr. Hoffman, changed his position and stated that area 1 was the only area with a property tax increment being collected. The Plan indicates a desire not to start the TIF in Areas 2 and 3 until sometime in the future. However, the regulations to implement property tax increment states that TIF, if contemplated, begins the date the plan is approved. Therefore, the County has been collecting and diverting property tax increment to LIFT on the entire Santa Fe UR plan area. Mr. Hoffman had it right the first time he offered his opinion and serves as an example of just how conflicted these plans area.

To date there has been a small amount of TIF diverted - \$3,045.

The flaws of the Santa Fe Urban Renewal Plan are many and cannot be fixed without voter ratification. Plans were passed without meeting the requirements of the UR law. They lack a project as required by law. Parcels in the plan do not meet the test for being determined slum and blight to the degree that we are concerned with the spread of crime and disease. Nor does the area represent an economic liability to the community. Business is thriving - Breckenridge Brewery is doing well and without the use of UR or TIF. Angelo's is now open and doing a bustling business. Echo Star continues to thrive in its location. And there are several questions around the TIF that have not been discussed or even mentioned.

We do not support the siphoning of tax dollars from the schools, parks, city or county to subsidize development when we know from what is actually happening through market forces works without the subsidies. The staff has provided you with the numbers that are irrefutable - the area is not an economic liability to the City.

The Santa Fe area can be redeveloped without the use of UR. Breckenridge Brewery and Angelo's are prime examples. In fact, Breckenridge Brewery got financial incentives from you - the council. That option is still available for any development project that wants to ask council for incentives - you have done it twice before and you can do it again.

Please stop wasting our tax dollars on UR. Repeal the plans and abolish LIFT.

level of bonding do you need – can you do a short term bond or do you need the full 25 year bond? **Until we actually get that project** we will not know what that is which is part of why you all will be involved in that process.

Jim Rees Clip - November 4, 2014

Jim Rees: However, the statute is very clear that you have to do an impact report in order to get to this point. So yes, we will definitely take that into consideration **when we get a real project, meeting again with the taxing entities** and figuring out exactly what is it, how they are going to be impacted.

Direct City Staff to ensure that no Urban Renewal Project moves forward without the full support and approval of impacted taxing entities. And I think one of the things that the council, what you and Jim were just discussing, is about a **specific project** and I think that if there's any question for anybody in this room, I can tell you **emphatically there is no project pending**. We wish we had somebody knocking at the door right now and proposing something but that there's no application moving forward. I think if the council is concerned, what this says to me as your City Manager, is that I am going to be leading these discussions. It says **City Staff, it doesn't refer to LIFT, it puts the burden on the City Staff to make sure that these negotiations happen** and that we have an opportunity to sit down with those taxing entities and make sure that how, whatever the expenditure around the public improvement, whatever the revenue is from the various taxing entities, how that is broken up, is part of those negotiations.

**Corey Hoffman on the Difference Between a Plan and a Project
November 4, 2014 - Then**

Brue Stahlman asks Jim Rees - The names were are assigning these various documents are not necessarily the most descriptive but is it fair amongst the attorneys and yourself to basically say that when we are calling it a plan or a project that we are encompassing all the attributes therein according to statute?

Jim Rees - **Yes, There's a difference between a plan and a project.**

Corey Hoffman, attorney for LIFT explains - It is not an undertaking or activity – it is actually plural – it is undertakings or activities. And that is a significant difference because to the extent that there's this suggestion that a project is sometimes just a discreet façade improvement, for example, it can be broader, it can include multiple undertakings and activities **within a given project – we don't know what those will be but the plan contemplates a project or projects** which is undertakings or activities and a series of them.

**Corey Hoffman on the Difference Between a Plan and a Project
April 26, 2016 - Recent**

Corey Hoffman - **In Littleton there are four plans-- four projects.**

1 **Except from Nov. 4, 2014 City Council Meeting to Approve the Santa Fe UR Plan**
2 **Speaker is Michael Penny**

3
4 And so what we embarked on maybe a year ago was really starting to look at what
5 and where could UR be used and valid in the city of Littleton. So we drew fairly
6 large map areas around our commercial areas, which is where you would expect to
7 see those. And we proceeded with condition surveys and part of that result is what
8 you will see this evening before you in these two resolutions (Santa Fe and
9 columbine UR Plans) and these public hearings that you will be participating in. I
10 want to be clear, that what you are approving tonight are the area plans – we have
11 no projects at this point. And I think that is a fairly key distinction to keep in mind –
12 what we are doing is laying out the land area by which developers or business
13 owners can come in and talk to the city about a specific project plan. During these
14 conversations, as council is well aware, you passed two resolutions - the first one
15 says that you will not use condemnation in any of the UR areas as we move forward
16 and the second was that all of our taxing partners in this community and Arapahoe
17 County that touch the City of Littleton and those private properties, all of those folks
18 would have a seat at the table and ultimately the way the resolution was crafted
19 when a project comes in any one of those essentially has veto power if we cannot
20 reach an agreement on how that cost sharing occurs through tax increment
21 financing and the relative percentage of what the entity gets to keep for the impacts
22 they are going to have versus what goes through ultimately the bonding. As I have
23 said in other meetings we would expect that most of the bonding and the time you
24 would actually use for UR and tax increment financing will be on a larger project but
25 it doesn't have to be, but in most of the examples we have been getting over the last
26 several months - the benefit is the bond whether the developer does not have to pay
27 up front they can sell those bonds then the bonds are paid back to the TIF. I have
28 used TIF and sales tax share-back somewhat interchangeably they are from a
29 methodology stand point the same – they are different in the sense that one
30 operates under an UR Authority and within those boundaries and the sales tax
31 share-back operates solely within the purview of the city council through ordinance.
32 It is important to realize that in all of these what we have are negotiations that occur
33 between the developer and the city in one sense or another either thru LIFT or thru
34 the city council in order to address the gap in the financing for it. Or in the decision
35 for that business or entity to go somewhere else, relocate or to relocate here. And
36 one of the concerns that has been out there is and a couple of you have raised it, in
37 any of those circumstances where there is a tax increment financing – sales tax and
38 or property tax - the city council retains its full authority in those two circumstances
39 and will be signing off and blessing all of that. The urban renewal authority, LIFT,
40 cannot take that action in and of themselves. It is important to know that the plan
41 tonight is to allow conversations to occur about specific projects. When we get to
42 those specific projects the city council will continually be involved because the
43 increment has the city's tax base within it and it will require the city council to
44 approve either the sales or property tax percentage share in any of that. And we
45 don't have any details about anything right now because there are no projects. Until
46 we get a project there is no way to know what is the capital public infrastructure
47 cost, what is the relative revenue – where is that revenue coming from and what



Question regarding sales tax increment

Thu, Jan 14, 2016 at 12:05 PM

Michael told me there had been a question regarding the sales tax increment and asked me to follow up with outside counsel to clarify the council's role in transferring the sales tax increment from the City to LIFT. I have done so and Corey Hoffman's response is below.

Using the Santa Fe Urban Renewal Plan as an example, Section 7.3 authorizes property and sales tax increment, and as it relates to sales tax increment, Section 7.3.2 defines the base amount of municipal sales tax.

For purposes of property tax, the county treasurer pursuant to C.R.S. § 31-25-107(9) pays property tax increment directly into the "special fund" of the urban renewal authority. Thus, upon the approval of property tax increment, the increment is transmitted to the special fund without any further action of the City (by the county treasurer).

However, as it relates to municipal sales tax increment, while the sale tax increment is specifically authorized by C.R.S. § 31-25-107(9), the mechanism for collection and transfer is not included in the statute. In other words, it refers to municipal sales tax collection and requires payments of sales tax increment into the special fund, but does not describe how the disbursement is made. Thus, in order to implement the sales tax component of an urban renewal undertaking or activity, the City and LIFT would need to both approve an Intergovernmental Cooperation Agreement that requires collection of the sales tax and transfer of the sales tax increment into the special fund. I have pasted sample language below (taken from another jurisdiction).

"The City agrees to assist the Authority by pursuing all lawful procedures and remedies available to it to collect and transfer to the Authority on a timely basis all Pledged Sales Tax Increment Revenues for deposit into the Project Account of the Special Fund. The City agrees that so long as the Note remains outstanding, that by the last business day of each month that it will remit to the Authority for deposit into the Project Account of the Special Fund all Pledged Sales Tax Increment Revenues collected by the City in such month.

To the extent lawfully possible, the City will take no action that would have the effect of reducing tax collections that constitute Pledged Tax Increment Revenues."

It is my understanding that bond attorneys would insist on such a cooperation agreement to confirm the collection and transfer of sales tax increment by the City to the special fund to secure any indebtedness.

Please let me know if you have any questions.

Kristin Schledorn
City Attorney
2255 West Berry Avenue

CMCB Enterprises
Redwood Real Estate Group
30342 Esperanza
Rancho Santa Margarita, Ca., 92688

July 28, 2014

LIFT Board of Directors
City of Littleton
2255 Berry Avenue
Littleton, Colorado 80120

Re: Columbine Square Study Area

Dear LIFT Board Members,

The purpose of this letter is to express my family's support of your tremendous efforts to encourage and facilitate much needed redevelopment within certain areas of the City. While we understand there are presently four study areas for future urban renewal redevelopment, we have a personal interest in the Columbine Square Study Area. Our family has owned 5151 S. Federal Boulevard for 25 years and we all acknowledge the tremendous sentimental value this property has to us. It consists of approximately 15 acres and was the first investment our family purchased in connection with earnings from Michael's professional tennis career. We have evolved from this initial purchase to own and operate various real estate holdings but will always retain a long-term commitment to this property.

Prior to the most recent recession the Columbine Square Study Area had begun to experience a dramatic shift in the viability of neighborhood retail. We made several failed attempts at repositioning the center with strong national and regional retailers chiefly due to changed economic conditions and interest from retailers to locate along more significant traffic corridors. This decline for retail use is evidenced by the growing success of the retail centers east of the Belleview/Federal intersection including the Santa Fe corridor within the City. Changes such as these lead us to consider other viable uses concluding in the proposed 340 unit residential community we submitted to the City in 2013. We are confident that the redevelopment of the property within Columbine Square Study Area will yield tremendous community benefits for the entire City.

We are optimistic that the redevelopment of our property can serve as one of the initial LIFT redevelopment projects. We have taken several steps towards this effort by obtaining a market analysis and study and engaging a development team to complete planning and design documents for this process. We are currently working through a few redevelopment hurdles but are hopeful we can proceed with the redevelopment of our project in the near future.

In the meantime we support your efforts in finalizing the appropriate plan areas as part of this process. Urban renewal projects have consistently provided positive benefits for the broader community through remediation of deteriorating conditions, stimulation of local economic development activity and increased property values. Thank you for continuing to improve the future of the City of Littleton.

Warm regards,


Carl Chang
CMCB Enterprises
(949) 709-8888
Carl@redwoodre.com

Redwood Karios Portfolio – Taken from their Website

Name	Asset Type	Sq. Footage/Units
Centennial Medical Off	Medical Office Space	31,672 sq. ft
Shopko, Lacey WA	NNNRetail	95,614 sq. ft.
Shopko, Orem UT	NNN Retail	101,132 sq. ft.
The Fairway	Student Housing	94 Units
Vista Medical	Medical Office	14,935 sq. ft
Horizon Park Shopping Ct	Retail	160,654
19 th Ave Corporate Ctr	Flex Office	57,798 sq. ft.
Waterford Plaza	Retail	95,205 sq. ft.
Capital Expressway II	Retail	10,000 sq. ft.
Columbine Square	Retail	116,306 sq. ft.
Cypress Village	Retail	25,545 sq. ft.
Deep Valley	Office	31,833 sq. ft
Escondido – Trafalgar Sq.	Retail	45,835 sq. ft.
Orangecrest	Retail	11,000 sq. ft.
Sun City	Retail	20,000 sq. ft.
Sun Plaza	Retail	53,000 sq. ft
Woodroad	Retail	14,110 sq. ft.
1485 Colorado Blvd	Retail/Office	44,053 sq. ft.
Mariners West	Multifamily	45 units
Towncentre	Multifamily	137 units
Baywood	Multifamily	226 units
Carrington Place	Multifamily	1,038 units
Cedarwood	Multifamily	226 units
Wynthrope Forest	Multifamily	270 units
The Commencement	Multifamily	62 units
The Breakers	Multifamily	272 units
Cherry Creek Loan	Retail	9,509 sq. ft.
Villas at Vine Street	Multifamily	102 units
Avion	Multifamily	55 units
Aspen Villas	Multifamily	88 units
Hidden Meadows	Multifamily	133 units
Mountain Glen	Multifamily	80 units
Rose Lane	Multifamily	64 units
Carlyle	Multifamily	288 units
Crescent Pointe	Multifamily	144 units
Champions Village	Multifamily	278 units
Emerald Greens	Multifamily	204 units
Saratoga Downs	Multifamily	178 units
Aurora Mall Plaza West	Retail	91,819 sq. ft.

Villas at La Privada	Multifamily	504 units
Chapelridge	Multifamily	208 units
Balfour Place	Multifamily	200 units
Marina Dunes	Manuf Housing	590 units
Carelton Courtyard	Multifamily	240 units
Hawkridge	Multifamily	168 units
Annex @ Station House	Multifamily	8 units
Berkshire Square	Multifamily	124 units
Breakers	Multifamily	272 units
Colonial Estates	Manuf Housing	148 units
Cypress Ridge	Multifamily	260 units
Olivia Place	Multifamily	128 units
Oxford Square	Multifamily	184 units
Sanger Oaks	Multifamily	327 units
St. Bernadine Medical Plaza	Medical	34,709 sq. ft
Tuscany at Santa Fe	Multifamily	176 units
Village at Stratford	Multifamily	356 units

URBAN RENEWAL VS. URBAN LEGEND

URBAN LEGEND: Tax Increment Financing (TIF) will reduce tax revenues available to Littleton Public Schools (LPS), South Suburban Parks and Recreation and Arapahoe County.

Creating a TIF does not reduce property tax revenues available to schools, parks, or county services. Taxes collected on properties included in the TIF at the time of its designation continue to be distributed to the taxing entities and are not reduced by the TIF creation. TIF projects receive only taxes derived from future development that would not have occurred without creation of the TIF.

LPS Superintendent Scott Murphy:

"The city will ensure that LPS will both have a seat at the table for these discussions on TIF, and be "held harmless" on the reasonable or projected impact upon the property tax base of the school district."

URBAN LEGEND: The city can condemn my house and redevelop the property.

The Littleton City Council approved a resolution at its August 19 meeting to ban the use of eminent domain and condemnation as part of any urban renewal initiative.

"If Littleton does nothing different for a year, you are falling behind."

-Futurist David Houle

What is your vision for the future of Littleton?



Keith Taylor, Jazz Car Wash and Detailing (in proposed URA on S. Santa Fe Dr.)

"Littleton seems to be moving ahead nicely. I think as a business owner you get that climate of a consumer that seems to be picking up. You've got a lot of great things happening."

Joe Knopinski, Real Estate Consultant, Platte River Bar and Grill (in proposed URA on S. Santa Fe Dr.)

"I've noticed, my clients have noticed, a substantial change in the City of Littleton over the last several years. The attitude before seemed to be suppressive in terms of growth and development, now there's an openness. We see a substantial change which is very much appreciated."



Norman Crandell, Co-owner Lucile's Creole Cafe (in proposed URA on Bowles Ave.)

"We're very excited about the (potential) development of the property along the Platte River."

DISCOVER THE
SHOCKING
TRUTH BEHIND
THE LEGENDS!

To hear more from these Littleton business owners about what urban renewal would mean to their bottom line visit littletongov.org/penny.

December 6, 2016

Directed to the City Council meeting today Tuesday December 6, 2016

We are residents of Littleton, specifically in the Oakbrook neighborhood. We have children that attend Powell Middle School and we frequent the town of Littleton businesses. Both my husband, Frank H. Butler and I, Sherilou Shelton-Butler are adamantly opposed to continuing any and all Urban Renewal programs. It is a gross waste of tax dollars collected. For example, Riverfront was a failed Urban Renewal project and cost us citizens \$9 million.

It is simply unfair to give tax money to developers to build high density projects where most home owners oppose those exact projects. Small business owners of retail and restaurants do not receive any tax money why should large developers receive any assistance.

Please let the records reflect our names individually, to show that we are in favor of abolishing the URBAN RENEWEL projects;

Frank H. Butler and Sherilou Shelton-Butler, 507 E. Phillips Dr. N, Littleton, CO 80122

970-389-4601-Frank

970-389-1073-Sheri

Alternative City Incentives for Columbine Square Redevelopment

(example of what City Staff should do, but more completely and thoroughly)

Pam Chadbourne

- from Redwood-Kairos (R-K) point-of-view: investor profit is priority.

- from the City's point-of-view: Public process, or not; Tax diversion from public to private, or not; Project benefit to community, more or less.

Increasing City Impact

"What if" scenario	Redwood-Kairos impacts	City impacts
R-K re-develops on their own, to current zoning.	<ul style="list-style-type: none"> Design expenses (R-K has to hire, not in-house competency?) Demolition expenses, including asbestos abatement in current structure; including identification and excavation of existing below-ground infrastructure. 	<ul style="list-style-type: none"> Administrative approval; no Public Hearings. Little to no influence on what is built? Risk of B-2 maximums: no height limits; 50% residential. Risk of B-2 code violations (Grove-style violation of "Use by right"): 85% residential or more; no setbacks; violate open space and many other Code requirements.
R-K sells "as-is" to someone else	<ul style="list-style-type: none"> R-K has in-house expertise (owns Sullivan-Hayes and Dunton, two regional commercial real estate brokers). 	Unknown.
Improvement District of some type (e.g. Business Improvement District)	<ul style="list-style-type: none"> Businesses in control, make their own decisions (more risk sensitive, benefits City also) 	<ul style="list-style-type: none"> Minimal public funding LCC approves district? Risk and cost on businesses, incentive to build something with long-term potential to succeed.
Tax Sharebacks, other incentives	<ul style="list-style-type: none"> Public funding for short-term investor expenses and profits 	<ul style="list-style-type: none"> Substantial Cost Shorter-term funding than UR (up to 25 years) no 2A public vote? influence what is built?
R-K re-develops with rezoning	<ul style="list-style-type: none"> Public Process 	<ul style="list-style-type: none"> Public Process Some influence on what is approved: but might get dense residential, lose retail taxes.
Urban Renewal: no condemnation	<ul style="list-style-type: none"> Public long-term financing using TIF to repay debts, for private investor short-term profits Redwood-Kairos made mistake by evicting tenants in 2012-13 before resolving easement disputes; transfers cost of mistake to the City. 	<ul style="list-style-type: none"> Sales taxes frozen for up to 25 years; loss of income to city, LPS, SSPR, ArapCo, Urb Drainage. Long-term risk transferred from private owner to City. Revise the Columbine Square UR Plan to remove other parcels from Area: requires public vote. Arapahoe County unlikely to agree: violates Res 88 requiring City to get agreement of all taxing entities. influence what is built?
Urban Renewal: condemnation and eminent domain	<ul style="list-style-type: none"> Requires LIFT and City Council approval. same as UR: no condemnation. 	<ul style="list-style-type: none"> No public vote Same as above: UR : no condemnation influence what is built?



Staff Communication

File #: Ordinance 17-2016, **Version:** 2

Agenda Date: 12/06/2016

Subject:

An ordinance on second reading repealing the city's Littleton Boulevard Urban Renewal Plan

Presented By: Mike Braaten, Deputy City Manager

POLICY QUESTION:

Does city council support repealing the Littleton Boulevard Urban Renewal Plan?

BACKGROUND:

The Littleton Boulevard Urban Renewal Plan was adopted by council in December, 2014 and is attached to this staff report.

At the March 15, 2016 meeting, Council Member Valdes moved, with Council Member Cole seconding and the city council voting 5-2 (Brinkman and Hopping voting “no”) to "direct the city manager to provide to council at the next scheduled regular council meeting on April 5, 2016 an ordinance or ordinances and resolutions for council's consideration and vote to dismantle Littleton's urban renewal and the LIFT Board including the handling of the outstanding loan to LIFT, and addressing any tax collection concerns, if any, and consider the status of any pending litigation concerning urban renewal.”

On April 5, 2016, Mayor Pro Tem Brinkman moved and Council Member Hopping seconded that Ordinance 03-2016 abolishing the Littleton Urban Renewal Authority pursuant to CRS 31-25-115 (2) and repealing the city’s urban renewal plans be tabled until June 7, during which time council will conduct meetings with the appointed Urban Renewal Authority, the Planning Board, and other pertinent entities as appropriate in order to learn and explore all sides of the issues and determine in open meetings whether or not the dissolution of LIFT and the city’s urban renewal plans is in the best interests of our citizens. The vote was 5-2 with Mayor Beckman and Council Member Clark voting no.

On May 3, Council Member Hopping moved and Council Member Brinkman seconded to reschedule the joint study session with Planning Board and LIFT from May 24, 2016 to June 14, 2016, moving first reading of ordinance 03-2016 in reference to the abolishment of Littleton Invests for Tomorrow and repealing the city's urban renewal ordinances to July 5, 2016 with the second reading and public hearing on July 19, 2016. The vote was 5-2, the motion carried with Council Members Clark and Valdes voting no.

On July 5, Council Member Hopping moved and Council Member Cernanec seconded to postpone indefinitely an ordinance abolishing the Littleton Invests for Tomorrow Urban Renewal Authority pursuant to C.R.S. § 31-25-115(2) and repealing the city's urban renewal plans until further study by council.

Council Member Cole moved and Council Member Valdes seconded to amend the motion to postpone [the

ordinance] to date certain on October 4, with study sessions to be scheduled to discuss LIFT and Urban Renewal. That motion carried 6-1 with Council Member Hopping voting no.

Following that motion, council had two additional study sessions to further discuss urban renewal. Those study sessions occurred August 9 and August 23, 2016.

STAFF ANALYSIS:

As addressed in the August 9, 2016 study session staff memo, council has the authority to repeal any or all of the adopted urban renewal plans.

Council has provided direction to the Planning Board and the Community Development staff that corridor plans for Santa Fe and Bellevue should be a high priority with plans for Littleton Boulevard and Broadway to follow. The Littleton Boulevard corridor plan will include the general area addressed in this urban renewal plan.

If council decides to keep this, or any of the plans, urban renewal could assist in addressing public infrastructure needs within those corridors/plan areas or assist in the development/redevelopment in the plan area. Conversely, the community has voiced concerns with the use of urban renewal and public improvements could be addressed through other mechanisms available to the city.

Should council approve the repeal of the Littleton Boulevard Urban Renewal Plan, it will take effect seven days after publication following council adoption. Should repeal of the plan be approved, no additional tax increment will be collected. According to state statute, all property tax increment previously collected will be repaid to each taxing body based on a pro rata share of each entity's mill levy.

Repeal of the plan does not trigger a requirement for ratification by the voters under section 64.5 of the city charter.

Should council choose to not repeal the plan, then LIFT must be kept as the organization to administer the plan.

REVISED FISCAL IMPACTS:

There are no undertakings or activities occurring in the plan area. Through October, 2016, there has been approximately \$24,540 in property tax increment (excluding county assessor fees) collected from the Littleton Boulevard Urban Renewal Plan area and approximately \$71,581 in sales tax increment. Staff expects minor costs associated with returning property tax increment funds on a pro-rata share to the city's taxing partners.

STAFF RECOMMENDATION:

Staff recommends support of the ordinance.

PROPOSED MOTION:

I move to approve the ordinance repealing the Littleton Boulevard Urban Renewal Plan.

1 **CITY OF LITTLETON, COLORADO**
2 **ORDINANCE NO. 17**
3 **Series 2016**

4
5 **INTRODUCED BY COUNCILMEMBERS: BRINKMAN & COLE**

6
7 **AN ORDINANCE OF THE CITY OF LITTLETON,**
8 **COLORADO, REPEALING THE CITY'S LITTLETON**
9 **BOULEVARD URBAN RENEWAL PLAN**

10
11 **WHEREAS**, the Littleton Invests For Tomorrow Urban Renewal Authority is a body
12 corporate and was duly organized, established and authorized by the City of Littleton to transact
13 business and exercise its powers as an urban renewal authority, under and pursuant to the
14 Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the "Urban Renewal
15 Law");

16
17 **WHEREAS**, on December 2, 2014, upon the recommendations of the Littleton Invests
18 For Tomorrow Urban Renewal Authority, and following review of the City of Littleton Planning
19 Board for conformance with the general plan for the development of the City of Littleton, and
20 after public hearings, the City Council for the City of Littleton determined that blight, as defined
21 by C.R.S. § 31-25-103(2), exists in the Littleton Boulevard Urban Renewal Plan Area and that
22 such area is appropriate for an urban renewal project pursuant to the Urban Renewal Law;

23
24 **WHEREAS**, the Littleton Invests For Tomorrow Urban Renewal Authority has been in
25 the process of identifying the specific undertakings and activities that it desires to implement as
26 part of the project to accomplish the purposes of the Urban Renewal Law in the urban renewal
27 area, but has not yet undertaken to implement specific development proposals in the urban
28 renewal area;

29
30 **WHEREAS**, in March 2015, the citizens of Littleton approved Ballot Question 300, a
31 citizen initiative that added a new section 64.5 to the City Charter, which states: "Any Council
32 action approving or modifying an urban renewal plan pursuant to part 1 of the Colorado urban
33 renewal law must be ratified by the registered electors of the City of Littleton if the approval or
34 modification of the urban renewal plan proposes the use of or change to eminent domain,
35 condemnation, tax increment financing, revenue sharing, or cost sharing.";

36
37 **WHEREAS**, notwithstanding the determinations made by the City Council that the
38 Littleton Boulevard Urban Renewal Area is appropriate for urban renewal projects, the
39 establishment of such area as blighted under the Urban Renewal Law and the implementation of
40 the activities and undertakings as contemplated under the Urban Renewal Law, including the tax
41 increment financing authorized to facilitate and accomplish such activities and undertakings,
42 such determinations have become increasingly divisive and political for the City and its citizens;

43
44 **WHEREAS**, in June, 2016, the court issued its order in Littleton v. Sakdol, which
45 resulted in the removal of land classified as agricultural from the Santa Fe Urban Renewal Plan
46 Area, including the property commonly known as the "Ensor Property;"

47 **WHEREAS**, the City Council of the City of Littleton desires to repeal the Littleton
48 Boulevard Urban Renewal Plan approved by the City Council, pursuant to and in conformance
49 with the requirements of the Urban Renewal Law.

1
2 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE**
3 **CITY OF LITTLETON, COLORADO, THAT:**
4

5 **Section 1:** The Littleton Boulevard Urban Renewal Plan approved by City Council
6 Resolution No. 143, Series 2014, is hereby and shall be repealed in its entirety and shall no
7 longer be of force or effect. The City Council finds and determines that adequate arrangements
8 have been made for any outstanding indebtedness and other obligations of the Littleton Invests
9 For Tomorrow Urban Renewal Authority related to the Littleton Boulevard Urban Renewal Plan.
10

11 **Section 2:** Severability. If any part, section, subsection, sentence, clause or phrase
12 of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity
13 of the remaining sections of this ordinance. The City Council hereby declares that it would have
14 passed this ordinance, including each part, section, subsection, sentence, clause or phrase hereof,
15 irrespective of the fact that one or more parts, sections, subsections, sentences, clauses or phrases
16 may be declared invalid.
17

18 **Section 3:** Repealer. All ordinances or resolutions, or parts thereof, in conflict with
19 this ordinance are hereby repealed, provided that this repealer shall not repeal the repealer
20 clauses of such ordinance nor revive any ordinance thereby.
21

22
23 INTRODUCED AS A BILL at a regularly scheduled meeting of the City Council of the
24 City of Littleton on the 4th day of October, 2016, passed on first reading by a vote of 5 FOR and
25 2 AGAINST; and ordered published by posting at Littleton Center, Bemis Library, the Municipal
26 Courthouse and on the City of Littleton Website.
27

28 PUBLIC HEARING on the Ordinance to take place on the 6th day of December, 2016, in
29 the Council Chamber, Littleton Center, 2255 West Berry Avenue, Littleton, Colorado, at the
30 hour of 6:30 p.m., or as soon thereafter as it may be heard.
31

32 PASSED on second and final reading, following public hearing, by a vote of ____ FOR
33 and ____ AGAINST on the 6th day of December, 2016 and ordered published by posting at
34 Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.
35

1 ATTEST:

2 _____

3 Wendy Heffner

4 CITY CLERK

5

6 APPROVED AS TO FORM:

7

8 _____

9 Ken Fellman

10 CITY ATTORNEY

Bruce O. Beckman

MAYOR

Littleton Boulevard Urban Renewal Plan

City of Littleton, Colorado

Littleton Boulevard Urban Renewal Plan

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Littleton Boulevard Urban Renewal Plan

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Littleton Boulevard Urban Renewal Plan

City of Littleton, Colorado

1.0 Introduction

1.1 Preface

This Littleton Boulevard Urban Renewal Plan (the “Plan” or the “Urban Renewal Plan”) has been prepared for the City of Littleton (“City”). It will be carried out by Littleton Invests for Tomorrow (the “Authority” or LIFT), pursuant to the provisions of the Urban Renewal Law of the State of Colorado, Part 1 of Article 25 of Title 31, Colorado Revised Statutes, 1973, as amended (the “Act”). The administration and implementation of this Plan, including the preparation and execution of any documents implementing it, shall be performed by LIFT.

1.2 Blight Findings

Under the Act, an urban renewal area is a blighted area, which has been designated as appropriate for one or more Urban Renewal Projects. In an urban renewal area, conditions of blight, as defined by the Act, must be present, and in order for LIFT to exercise its powers, the City Council must find that the presence of those conditions of blight, “substantially impairs or arrests the sound growth of the municipality or constitutes an economic or social liability, and is a menace to the public health, safety, morals or welfare.”

The Littleton Boulevard Area Conditions Survey, prepared by Ricker Cunningham, dated June, 2014, and presented to the LIFT Board under separate cover, demonstrates that the Littleton Boulevard Area (“Study Area”), as defined in the Survey, is a blighted area under the Act.

1.3 Other Findings

The Area, as defined in Section 1.4 below, is appropriate for one or more urban renewal activities and undertakings authorized by the Act to be advanced by LIFT.

It is the intent of the City Council in adopting this Plan that LIFT has available to it powers authorized in the Act which are necessary and appropriate to accomplish the objectives stated herein. Further, it is the intent of this Plan that LIFT exercise these powers for the elimination of qualifying conditions in the Area and furtherance of the goals and objectives of the community's general plan. The powers conferred by the Act are for public uses and purposes for which public money may be expended. This Plan is in the public interest and necessity -- such finding being a matter of legislative determination by the City Council.

1.4 Urban Renewal Area Boundaries

The Area includes all properties within the City limits as delineated in Figure No. 1 and described in the legal description presented in Appendix B. The boundaries of the Area include approximately 79 acres of land generally defined to include 148 legal parcels and adjacent rights-of-way located east of South Windermere and south of the alley which runs along the northern edge of parcels north of West Littleton Boulevard, west of South Bannock Street, and north of and including West Littleton Boulevard. Exceptions to this general description include: properties located along the eastern edge of South Windermere Street between West Littleton Boulevard and West Powers Avenue, properties in the northwest quadrant of South Huron Street and South Powers Avenue, properties south of West Rafferty Gardens Avenue between South Delaware Street and South Bannock Street, and properties north of West Sheppard Avenue between South Windermere and South Gallup Street. In case of conflict the legal description presented in Appendix B shall prevail.

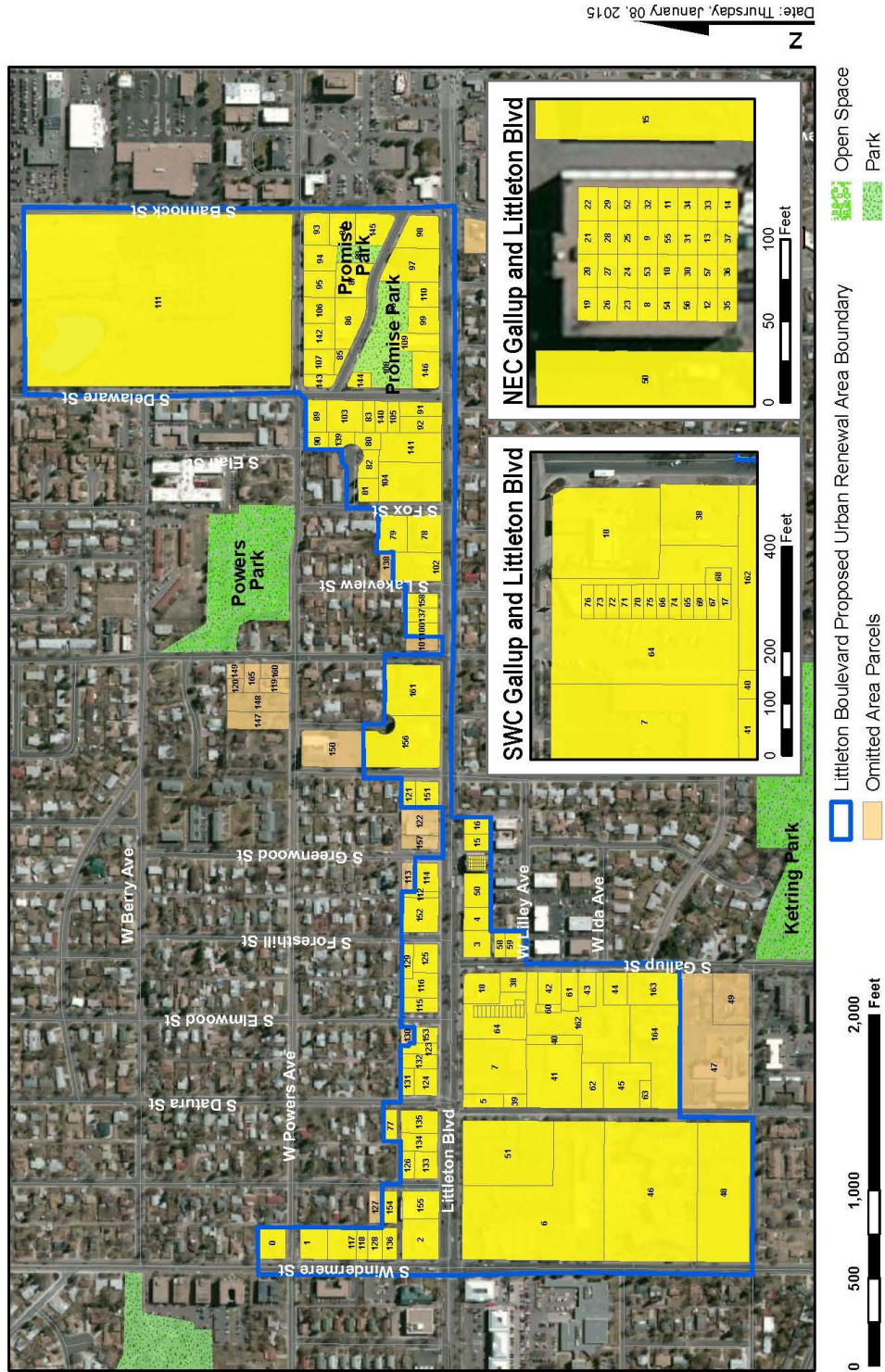
1.4.1 Map of Littleton Boulevard Urban Renewal Plan Area (Figure No. 1)

The Urban Renewal Area map is presented as Figure No. 1 on the following page.

1.5 Public Participation

The Plan's content was presented to business and property owners located within the Plan boundaries, as well as the community at-large, at an informational meeting held Monday, October 13, 2014 at the South Metro Denver Realtor Association offices at 7899 South Lincoln Court, Littleton, CO 80122. The LIFT Board approved the Plan on Monday, October 20, 2014 at a regular meeting of the Authority. All property owners of record received notice of the meeting. Notification of the public hearing was provided to property owners, residents and owners of business concerns at their last known

Figure No. 1: Littleton Boulevard Urban Renewal Plan Area



Littleton Boulevard Urban Renewal Plan (12.15.2014)

address of record within the Area as required by the Act. Notice of the public hearing to consider the Plan was published in the Littleton Independent.

The Planning Board reviewed the Plan in November 2014, and consider its consistency with the City's Comprehensive Plan, the Citywide Plan, a Section of the City of Littleton Comprehensive Plan, adopted 2014, as amended. Whereas it is the intent of LIFT and City Council to provide for public participation in proposed developments and planning efforts which advance the intent of the Plan; development proposals submitted for approval by LIFT will continue to be made available to the public in an open meeting format.

2.0 Definitions

Act – means the Urban Renewal Law of the State of Colorado, Part 1 of Article 25 of Title 31, Colorado Revised Statutes, as amended. Unless otherwise stated, all capitalized terms herein shall have the same meaning as set forth in the Act.

Activity Area - targeted areas that have a potential for new development or redevelopment and are usually within the study area of a Corridor Plan or Neighborhood Plan. These can serve as catalyst areas for economic development efforts, public / private joint ventures or special districts to encourage innovative development (as defined in the Citywide Plan, adopted 2014).

Area or Urban Renewal Area – means the Littleton Boulevard Urban Renewal Plan Area as depicted in Figure No. 1 and legally described in Appendix B.

Authority – means Littleton Invests for Tomorrow (LIFT).

Base Amount – means that portion of property taxes which are produced by the levy at the rate fixed each year by or for each public body upon the valuation for assessment of taxable property in a Tax Increment Area last certified prior to the effective date of approval of the Plan; and, that portion of municipal sales taxes collected within the boundaries of the Tax Increment Area in the twelve-month period ending on the last day of the month prior to the effective date of approval of the Plan.

City Council – means the City Council of the City of Littleton.

Comprehensive Plan – means Citywide Plan, a Section of the City of Littleton Comprehensive Plan, adopted 2014.

Cooperation Agreement – means any agreement between LIFT and City, or any public body (the term “public body” being used in this Plan as defined by the Act) with regard to actions to be taken pursuant to any of the powers set forth in the Act or in any other provision of Colorado law, for the purpose of facilitating public undertakings deemed necessary or appropriate by LIFT under this Plan.

Corridor – generally represent linear areas along major arterial streets and commercial corridors (as defined in the Citywide Plan, adopted 2014).

C.R.S. – means the Colorado Revised Statutes, as amended from time to time.

Economic Plan – means City of Littleton Economic Plan, adopted 2013.

Impact Report – means the Littleton Boulevard Urban Renewal Plan - Arapahoe County Impact Report prepared by Ricker|Cunningham, dated October 2014 and presented to the LIFT Board under separate cover.

Plan or Urban Renewal Plan – means this Littleton Boulevard Urban Renewal Plan (the Plan).

Redevelopment / Development Agreement – means one or more agreements between LIFT and developer(s) and / or property owners or such other individuals or entities as may be determined by LIFT to be necessary or desirable to carry out the purposes of this Plan.

Study Area – means the geographic area defined for the Survey.

Survey – means the Littleton Boulevard Area Conditions Survey, prepared by Ricker|Cunningham, dated June, 2014 and presented to the LIFT Board under separate cover.

Tax Increment – means that portion of property and / or municipal sales taxes in excess of the base amount set forth in Section 7.3.2 of this Plan allocated to and, when collected paid into LIFT’s Tax Increment Revenue Fund.

Tax Increment Areas – means an area designated as a Tax Increment Area, as defined and pursuant to the procedures set forth in Section 6.12 of this Plan.

Tax Increment Finance (or Financing) (TIF) - is a financing mechanism which uses future revenues resulting from private investment within an established area (Tax Increment Area) to fund improvements for the public benefit.

Tax Increment Revenue Fund – means a fund supervised by the Authority and the resources of which include incremental ad valorem property and municipal sales tax revenue resulting from investment and reinvestment in an established urban renewal area.

Urban Renewal Project – as defined in the Act.

3.0 Plan Purpose and Vision

The purpose of this Plan is to reduce, eliminate and prevent the spread of blight and to stimulate growth and investment within the Area boundaries. To accomplish this purpose, the Plan is intended to promote local objectives expressed in adopted community plans and advance the priorities of the Comprehensive Plan. The City of Littleton's Comprehensive Plan, known as the Citywide Plan, a Section of the City of Littleton Comprehensive Plan, was adopted in 2014. Presented below is an excerpt (taken verbatim) from that plan that describes its content and intentions for advancing *A Vision for the Future of Littleton*. Additional excerpts are presented in Appendix A of this Plan and referenced in Section 5.0 below.

3.1 Plan Vision

The Citywide Plan is comprised of two sections that guide the city's future land-use-related actions. The first – Part I: Goals and Policies – is based on values that were articulated through Inspire Littleton's two-year process of gathering community ideas and feedback. As explained, "These values reflect themes that resonated throughout citizen comments on why this community is special and what they would like Littleton to become." Further, "These core values form the foundation for the Neighborhood, Corridor, and Activity Area Plans that will guide development and decision-making tailored to the community's needs." Finally, "In this combination, future planning, development, land use, and zoning decisions should reflect the overarching Goals and Vision outlined here."

The second section – Part II: Transformative Actions – describes strategic actions in areas of primary importance necessary to achieve the citywide Goals and Policies outlined in Part I. As explained, "These actions will guide all underlying plan and policy documents, as well as zoning code changes, budget decisions, and capital investments. To achieve the citizens' vision for Littleton, there must be a collaborative, long-term commitment to these strategic actions."

Vision for the Future of Littleton

Littleton is a community that embraces its authentic small-town qualities while enjoying the advantages of a metropolitan area. The city should continue to exemplify and promote a sustainable economy, environment, and society. Littleton will:

- Respect and build upon its history
- **Foster its small-town, family-friendly character**
- Be home to people of all ages and backgrounds
- Value livability, diversity, and progress
- Promote a vibrant economy for individuals, businesses, and the city as a whole
- Value the importance of its citizens and its natural resources
- **Manage and direct change**
- Strive for sustainability in economic, environmental, and social decisions
- **Raise the bar to increase the quality of community and economic development**

Note: Those bolded in **red** above are particularly relevant as they relate to the objectives stated in this Plan.

3.2. Plan Objective

The objective of this Plan is to alleviate conditions of blight by actively promoting investment and reinvestment within its commercial corridors and to make financial resources available to assist its partners (private, public, non-profit and others) with addressing those conditions of blight identified herein, especially those that render projects within its boundaries infeasible.

3.3 Plan Development and Design Objectives

All development in the Area shall conform to the zoning code and any site-specific zoning regulations or policies which might impact properties, all as are in effect and as may be amended from time to time. Although the Act authorizes LIFT to: undertake zoning and planning activities to regulate land use, establish maximum or minimum densities, and institute other building requirements in an urban renewal area, for the purpose of this Plan, LIFT anticipates that the City will regulate land use and building requirements through existing municipal codes and ordinances.

General objectives include redevelopment of properties within the Area for the purpose of generating revenue sufficient to fund public improvements that address conditions of blight and facilitate investment. Specific objectives expressed by property owners, residents and business owners who participated in meetings held in association with development of Plan include the following:

1. Eliminate and prevent blight by facilitating redevelopment.
2. Implement elements of the Comprehensive Plan.
3. Support and advance actions identified in existing plans related to development of vacant and under-utilized parcels particularly in commercial corridors that are consistent with the vision of this Plan.
4. Provide public infrastructure and make more efficient use of existing land.
5. Promote sustainability - development, fiscal, resource, etc.
6. Advance product types that can leverage public investment in planned improvements including multiple modes of transportation (vehicular and non-vehicular).
7. Improve pedestrian realm improvements in a manner consistent with the existing community character.
8. Encourage economic sustainability throughout the community and growth in appropriate locations.
9. Provide a range of financing mechanisms for improvements.
10. Support existing industry by encouraging a stronger jobs-housing balance.
11. Encourage growth and stability in local businesses.
12. Facilitate public-private partnerships.

3.4 Plan Implementation

As the Plan administrator, LIFT will seek to advance the objectives through the following if deemed necessary:

- Financing of redevelopment projects and critical infrastructure; and
- Agreements with private, public and other partners to undertake redevelopment projects.

LIFT will work in cooperation with the City to advance objectives through:

- Investment in the public realm (roadway, parks, open space);
- Encouragement of development consistent with or exceeding existing standards;
- Provision of supportive programs to existing area businesses; and
- Judicious use of limited resources.

4.0 Blight Conditions

Before an urban renewal plan can be adopted by the City, the Area must be determined to be a “blighted area” as defined in Section 31-25-103(2) of the Act, which provides that, in its present condition and use, the presence of at least four (or five in cases where the use of eminent domain is anticipated), of the following factors (see below) in the Area, substantially impairs or arrests the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare:

- (a) Slum, deteriorated, or deteriorating structures;
- (b) Predominance of defective or inadequate street layout;
- (c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
- (d) Unsanitary or unsafe conditions;
- (e) Deterioration of site or other improvements;
- (f) Unusual topography or inadequate public improvements or utilities;
- (g) Defective or unusual conditions of title rendering the title nonmarketable;

- (h) The existence of conditions that endanger life or property by fire or other causes;
- (i) Buildings that are unsafe or unhealthy for persons to live or work in because of building code violations, dilapidation, deterioration, defective design, physical construction, or faulty or inadequate facilities;
- (j) Environmental contamination of buildings or property;
- (k.5) The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements; or
- (l) If there is no objection by the property owner or owners and the tenant or tenants of such owner or owners, if any, to the inclusion of such property in an urban renewal area, "blighted area" also means an area that, in its present condition and use and, by reason of the presence of any one of the factors specified in paragraphs (a) to (k.5) of Section 31-25-103(2), substantially impairs or arrests the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare.

The general methodology for conducting the Survey is to: (i) define the Study Area; (ii) gather information about properties, infrastructure and other improvements within that Study Area; (iii) evaluate evidence of blight through field reconnaissance, review aerial photography, meet with representatives of various City departments; and, (iv) record observed and documented conditions listed as blight factors in the Act.

Among the 11 qualifying factors identified in the Act, the Survey showed the presence of the following 10 blight factors in both the Study Area and Area which is the subject of this Plan and presented herein as Figure 1.

- (a) Slum, deteriorated, or deteriorating structures;
- (b) Predominance of defective or inadequate street layout;
- (c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
- (d) Unsanitary or unsafe conditions;
- (e) Deterioration of site or other improvements;
- (f) Unusual topography or inadequate public improvements or utilities;
- (h) The existence of conditions that endanger life or property by fire or other causes;

- (i) Buildings that are unsafe or unhealthy for persons to live or work in because of building code violations, dilapidation, deterioration, defective design, physical construction, or faulty or inadequate facilities;
- (j) Environmental contamination of buildings or property;
- (k5) The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements.

5.0 Plan Relationship to Other Community Documents

5.1 Plan Conformity

As supported by specific references presented herein, implementation of this Plan will further the objectives and requirements of the Comprehensive Plan with respect to development and redevelopment, particularly within the community's commercial corridors. In addition, as development occurs in the Area, it shall conform to the Comprehensive Plan and any subsequent updates, as well as any regulating documents including the current building code or other rules, regulations, and policies promulgated pursuant thereto. Any site-specific planning documents that might impact properties in the Area including, but not limited to City-approved site, drainage, and public improvement plans; and, any applicable City design standards, all as may be in effect and amended from time to time, will also be adhered to. Finally, conditions of blight within the Area will be remedied by the Plan and redevelopment by private enterprise to the extent possible, but will need to first be identified as a priority investment by LIFT in consultation with the City and affected property owners. It is the Plan's intent that public improvements will be phased as the market allows and funded in part by tax increment revenues.

5.2 Consistency with the Comprehensive Plan

As explained earlier, a general plan for the City, known as the Citywide Plan, a Section of the City of Littleton Comprehensive Plan, was adopted in 2014. LIFT, with the cooperation of the City, private enterprise and other public bodies, will undertake projects and activities described herein in order to eliminate the identified conditions of blight while also implementing the goals and objectives of the Comprehensive Plan and all other City adopted plans which impact properties within the Area. Key goals and policies of that plan which this Littleton Boulevard Urban Renewal Plan will advance are described in detail Appendix A.

5.2.1 Neighborhoods, Corridors and Activity Areas Map (Figure No. 2)

The location of the city's commercial corridors, including the one that is the subject of this Plan, is reflected on the Neighborhoods, Corridors and Activity Areas Map which appears in the Citywide Plan and here as Figure No. 2. In that Citywide Plan, Littleton Boulevard is described as both a Corridor and Activity Area. Definitions of these geographies are presented in Section 2.0.

5.2.2 Generalized Current Land Use Map (Figure No. 3)

The Area, in relation to the City, is reflected in the City's Generalized Current Land Use Map which appears in the Citywide Plan and here as Figure No. 3.

5.3 Correlation with Other Community Plans

Implementation of this Plan will be consistent with development objectives expressed in all City adopted and accepted plans that speak specifically to properties in the Area. In addition to the Comprehensive Plan, this Plan will advance the priorities of the city's Economic Plan, as also described in Appendix A.

6.0 Authorized Authority Undertakings and Activities

Whereas the Act allows for a wide range of activities to be used in the implementation of an urban renewal plan, it is LIFT's intent to provide both financial assistance and public improvements in partnership with property owners and other affected parties in order to accomplish the objectives stated herein. Public-private partnerships and other forms of cooperative development will be essential to LIFT's strategy for preventing the spread of blight and eliminating existing blighting conditions. Specific undertakings of the Authority in the furtherance of this Plan are described as follows.

6.1 Complete Public Improvements and Facilities

LIFT may, or cooperate with others to, finance, install, construct, and reconstruct any public improvements. Additionally, LIFT may, or cooperate with others to, demolish and

Figure No. 2: Neighborhoods, Corridors and Activity Areas Map

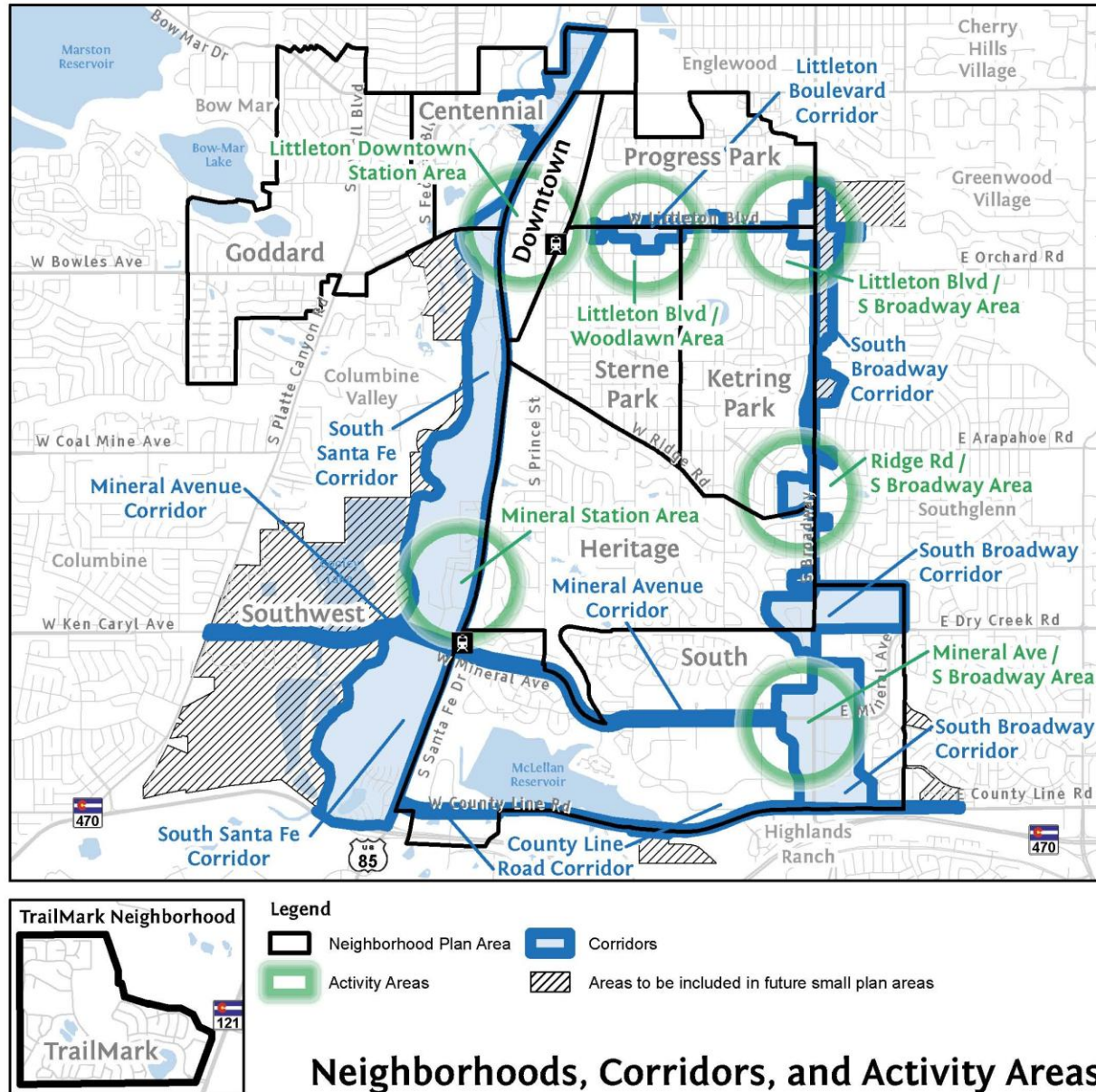
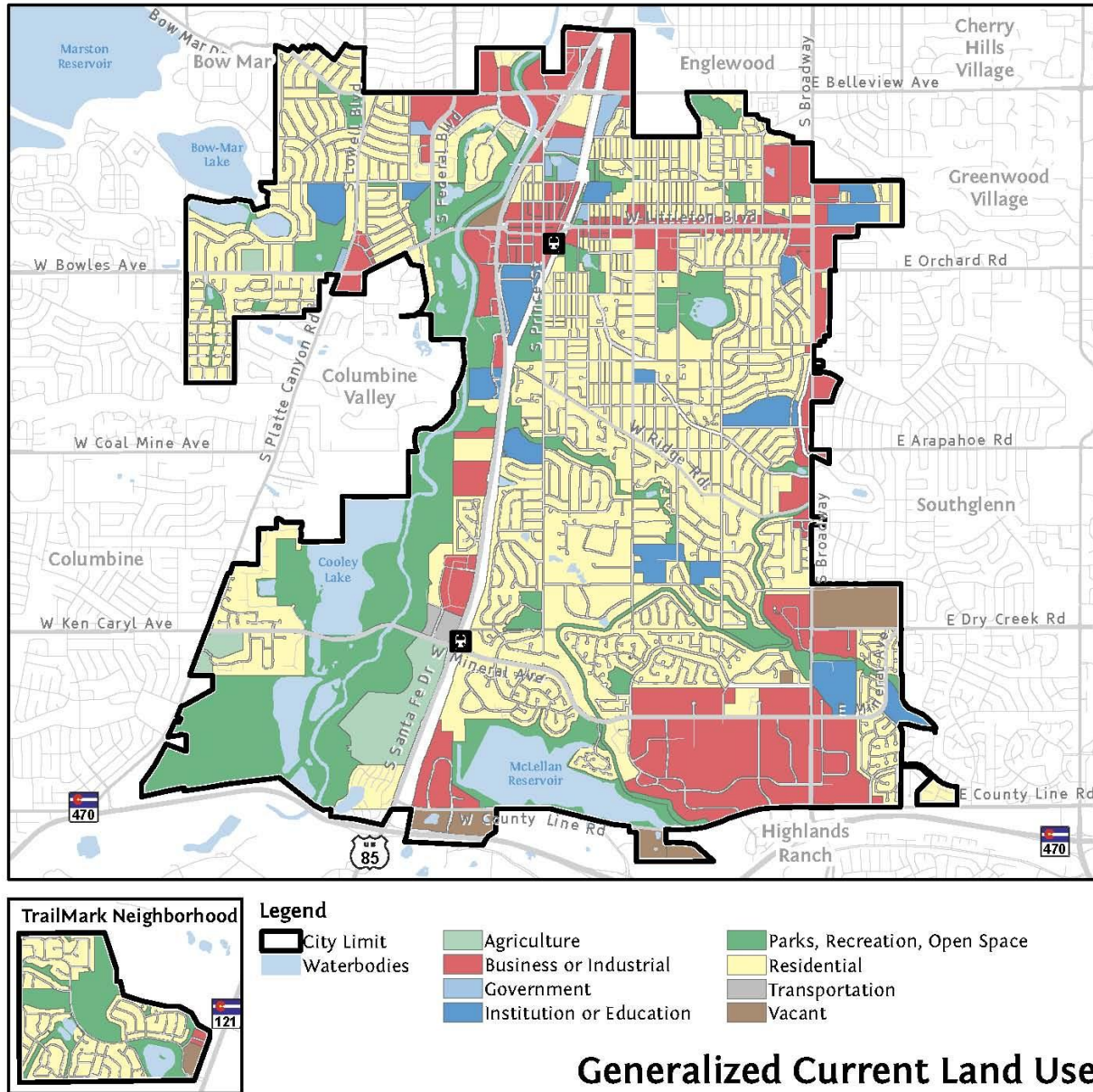


Figure No. 3: Generalized Current Land Use Map



clear existing improvements for the purpose of promoting the objectives of this Plan and the Act.

While public projects should, whenever possible, stimulate (directly and indirectly) desired private sector investment, it is the intent of this Plan that the combination of public and private investment that occurs in the Area will contribute to the overall economic well-being of the community at-large.

As described in Section 4.0, 10 qualifying conditions of blight, as defined in Section 31-25-103(2) of the Act, are evident in the Area. This Plan proposes to remedy those conditions, to the extent possible, by providing certain public improvements and facilities, and financial assistance for items including, but not limited to the following:

- (a) Slum, deteriorated, or deteriorating structures: improvements to commercial office and retail buildings and other structures including fascias, fences and retaining walls;
- (b) Predominance of defective or inadequate street layout: construction of complete sidewalks and driveways, paving of alleys and repaving of parking lots and roadways, installation of street lighting, along with gateway and safety improvements;
- (c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness: access improvements; and, property assemblages in an effort to enforce parking and other provisions of the code;
- (d) Unsanitary or unsafe conditions: in addition to improvements identified in (b) and (c) above, construction of public design enhancements which promote a safe pedestrian environment; offer resources to offset extraordinary costs associated with construction of retaining walls needed to stabilize steep slopes and fill to elevate building pads within flood zones; removal of hazardous contaminants; installation of fire protection equipment; and, safety improvements.
- (e) Deterioration of site or other improvements: improvements to parking, landscaping and signage at a level expected by or exceeding existing zoning;
- (f) Unusual topography or inadequate public improvements or utilities: on-site and off-site infrastructure improvements (including drainage) associated with steep slopes and grade changes; under-grounding of overhead utilities; roadway improvements including curbs and gutters, sidewalks and lighting; and, alley paving as identified under (b) above;
- (h) The existence of conditions that endanger life or property by fire or other causes: improvements to and completion of infrastructure for non-vehicular

movement; installation of fire protection equipment; construction of public design enhancements which promote safety for pedestrians; elevation of building pads out of existing flood zones; and removal of hazardous contaminants (items previously identified above);

- (i) Buildings that are unsafe or unhealthy for persons to live or work in because of building code violations, dilapidation, deterioration, defective design, physical construction, or faulty or inadequate facilities: structural improvements to commercial office and retail buildings and other structures identified under (a) above; and, completion of adequate fencing to protect pedestrians from unprotected trash and outdoor storage;
- (j) Environmental contamination of buildings or property: removal of hazardous contaminants or other related threats; and
- (k5) The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements: financial assistance for eligible expenses as defined by the Act which render property development and redevelopment in the Area infeasible; and, completion of safety improvements which mitigate criminal, medical and traffic incidents.

6.2 Complete Other Improvements and Facilities

Whereas there could be non-public improvements in the Area that may be required to accommodate development and redevelopment and still benefit the public, LIFT may assist in the financing or construction of these improvements to the extent authorized by the Act.

6.3 Promote Development and Redevelopment

A key concept associated with implementation of the Plan is targeted investment that will serve to catalyze development throughout the Area and fund future public improvements. The potential impact of this investment to Arapahoe County is quantified in the Littleton Boulevard Urban Renewal Plan – Arapahoe County Impact Report presented to the LIFT Board under separate cover.

6.4 Adopt Standards

As stated earlier, all development in the Area shall conform to applicable rules, regulations, policies, other requirements, and standards of the City, along with any other governmental entity which has jurisdiction in the Area. While the Act allows for the adoption of standards and requirements applicable to projects undertaken in an urban renewal area, in the context of this Plan, it is LIFT's intention that investment in the Area conform to City-approved documents.

6.5 Modify the Plan

LIFT may propose, and the City Council may make, modifications to this Plan as may be necessary provided they are consistent with the Comprehensive Plan and any subsequent updates. Additionally, any such amendments made in accordance with this Plan and as otherwise contemplated, must also be compliant with the Act. Finally, LIFT may, in specific cases, allow non-substantive variations from the provisions of this Plan if it determines that a literal enforcement of the provision would constitute an unreasonable limitation beyond the intent and purpose stated herein.

6.6 Review the Plan

The ongoing review process for the Plan is intended to provide a mechanism to allow those parties responsible for administering and implementing key projects within its boundaries to periodically evaluate its effectiveness and make adjustments to ensure efficiency in implementing these activities. To this end, the following steps are presented to serve as a guide for future Plan review:

- (a) LIFT may propose modifications, and the City Council may make such modifications as may be necessary provided they are consistent with the Comprehensive Plan and any subsequent updates, as well as the Act.
- (b) Modifications may be developed from suggestions by LIFT, property and business owners, and City staff operating in support of LIFT and advancement of this Plan.

6.7 Provide Relocation Assistance

While it is not anticipated as of the date of this Plan that acquisition of real property will result in the relocation of any individuals, families, or business concerns; if such relocation becomes necessary, LIFT will adopt a relocation plan in conformance with the Act.

6.8 Demolish, Clear and Prepare Improvements

While not anticipated as of the date of this Plan, LIFT may, on a case-by-case basis, elect to demolish or cooperate with others to clear buildings, structures and other improvements within the Area in an effort to advance projects deemed consistent with the vision stated herein. Additionally, existing Development or Cooperation Agreements may require such demolition or site clearance to eliminate unhealthy, unsanitary, and unsafe conditions, eliminate obsolete and other uses detrimental to the public welfare, and otherwise remove and prevent the spread of deterioration.

6.9 Acquire and Dispose of Property

While the Act allows for the acquisition of property by negotiation or any other method, it is not the intent of this Plan that LIFT uses its resources to acquire property by eminent domain. Further, while the urban renewal law permits acquisition by eminent domain, in the context of this Plan the LIFT Board will confer decisions of eminent domain to the Littleton City Council. Properties acquired by entities other than the Authority may temporarily be operated, managed and maintained by the Authority if requested to do so by the acquiring entity and deemed in the best interest of the Urban Renewal Project and the Plan. Such property shall be under the management and control of the Authority and may be rented or leased pending its disposition for redevelopment.

LIFT may sell, lease, or otherwise transfer real property or any interest in real property subject to covenants, conditions and restrictions, including architectural and design controls, time restrictions on development, and building requirements in accordance with the Act and this Plan.

6.10 Enter Into Redevelopment / Development Agreements

LIFT may enter into Redevelopment / Development Agreements or other contracts with developer(s) or property owners or such other individuals or entities determined to be necessary to carry out the purposes of this Plan. Further, such Agreements, or other contracts, may contain terms and provisions deemed necessary or appropriate for the purpose of undertaking the activities contemplated by this Plan and the Act. Any existing agreements between the City and private parties that are consistent with this Plan are intended to remain in full force and effect, unless all parties to such agreements agree otherwise.

6.11 Enter Into Cooperation Agreements

For the purpose of this Plan, LIFT may enter into one or more Cooperation Agreements pursuant to the Act. Whereas the City and LIFT recognize the need to cooperate in the implementation of this Plan, these Cooperation Agreements may include without limitation the planning, financing, installation, construction and / or reconstruction of public or other eligible improvements. This paragraph shall not be construed to require any particular form of cooperation.

6.12 Create Tax Increment Areas

The boundaries of the Urban Renewal Area shall be as set forth in Section 1.5 and more fully described in Appendix B. It is the intent of the City Council in approving this Plan to authorize the use of tax increment financing by the Authority as part of its efforts to advance the vision, objectives and projects described herein. Pursuant to the provisions of Section 31-25-107(9) of the Act, the City Council in approving this Plan further contemplates that a single Tax Increment Area will be created within the Urban Renewal Area as development occurs. Notwithstanding such distinction, the Authority is specifically authorized to expend the revenue from property and sales tax increments to the extent authorized by the Act and this Plan. However, improvements which enhance the financial viability of existing businesses and / or redevelopment of these businesses will be a priority use for these resources, not the acquisition of real property by eminent domain. See Section 6.9 above.

While this Littleton Boulevard Urban Renewal Plan contemplates that the primary method of assisting with financing eligible expenses in the Area will be through the use of Property Tax Increment revenue, City Council hereby determines to allocate Municipal Sales Tax Increment upon adoption of this Amended Plan. Such Municipal Sales Tax Increment shall be used for a particular Urban Renewal Project upon approval

of a Cooperative Agreement (sales tax sharing agreement) between the Authority and City, whereas the sharing of Municipal Sales Tax Incremental revenues is specifically authorized by this Plan without the need for further modification or amendment of the same. Such agreements shall be authorized after receipt of a financing plan outlining the proposed amounts and purpose for which the Municipal Sales Tax Increment is to be used. Upon City Council approval of said Cooperative Agreement, the Municipal Sales Tax Increment will be allocated and distributed in accordance with the tax increment financing provisions of Section 31-25-107 (9), C.R.S., which is by this reference incorporated herein as if set forth in its entirety.

Unless specifically provided for to the contrary, upon adoption of this Plan, incremental tax revenues, if any, levied and collected upon taxable property in the Tax Increment Area, shall be allocated to the Authority as set forth for a period not to exceed the statutory limitation of twenty-five years, and preferably for a lesser period as provided in any Cooperation Agreement and / or Redevelopment / Development Agreement.

7.0 Project Financing

7.1 Public Investment Objective

A critical component to the success of any urban renewal strategy is participation by both the public and private sectors. Leveraging of resources will be key as no one entity, either public or private, has sufficient resources alone to sustain a long-term improvement effort. Possible public investments may include, but will not be limited to completing: pedestrian improvements including construction of sidewalks, street lights, and other design enhancements intended to improve safety for vehicular and non-vehicular movement; roadway improvements including curbs, gutters, and drainage infrastructure; and, utilities under the authority of the City; as well as, providing financial assistance for expenses considered eligible under the Act.

7.2 Financial Mechanisms

LIFT may finance undertakings pursuant to this Plan by any method authorized under the Act or any other applicable law, including without limitation of the following: issuance of notes, bonds and other obligations as defined in the Act in an amount sufficient to finance all or part of this Plan; borrowing of funds and creation of indebtedness; reimbursement agreements; and / or utilization of the following: federal or state loans or grants; interest income; annual appropriation agreements; agreements with public or private entities; and loans, advances and grants from any other available

sources. The principal, interest, costs and fees on any indebtedness are to be paid for with any lawfully available funds of LIFT.

Debt may include bonds, refunding bonds, notes, interim certificates or receipts, temporary bonds, certificates of indebtedness, or any other obligation lawfully created.

7.3 Tax Increment Financing

Activities may be financed by LIFT under the tax increment financing provisions of the Act. Such tax incremental revenues may be used for a period not to exceed the statutory requirement, which is presently twenty-five years after the effective date of creation of a new Tax Increment Area as set forth in Section 6.12 above.

7.3.1 Special Fund

In accordance with the requirements of the law, LIFT shall establish a Tax Increment Revenue Fund for the deposit of all funds generated pursuant to the division of ad valorem property and municipal sales tax revenue described in this section.

7.3.2 Base Amount

The Base Amount includes that portion of the property taxes which are produced by the levy at the rate fixed each year by or for each public body upon the valuation for assessment of taxable property in the Tax Increment Area last certified prior to the effective date of approval of the Plan (or future amendments); and, that portion of municipal sales taxes collected within the boundaries of the Tax Increment Area in the twelve-month period ending on the last day of the month prior to the effective date of approval of the Plan and paid to the public body, as are all other taxes collected by or for said public body.

7.3.3 Incremental Revenues

Incremental revenues include that portion of property taxes, and if authorized by City Council, municipal sales taxes, in excess of the base amount set forth in Section 7.3.2 above shall be allocated to and, when collected paid into the

Authority's Tax Increment Revenue Fund. The Authority may use these funds to pay the principal of, the interest on, and any other premiums due in connection with the bonds of, loans or advances to, or indebtedness incurred (whether funded, refunded, assumed, or otherwise) by the Authority, for financing or refinancing, in whole or in part, any portion of an Urban Renewal Project considered eligible under the Act. Unless and until the total valuation for assessment of taxable property in any Tax Increment Area exceeds the base valuation, all of the taxes levied upon taxable property in the Tax Increment Area shall be paid into the funds of the respective public bodies. Also, when such bonds, loans, advances and indebtedness, including interest thereon and any premiums due in connection therewith, have been paid, all taxes upon the same taxable property shall be paid to the respective public bodies.

Further, the incremental portion of said taxes, as described in this subsection 7.3.3, may be irrevocably pledged by the Authority for the payment of, principal and interest on, and any premiums due in connection with, such bonds, loans, advances and / or indebtedness incurred by the Authority to finance an Urban Renewal Project (as defined in the Act); except:

- (a) Any offsets collected by the County Treasurer for return of overpayments or any funds reserved by the Authority for such purposes in accordance with Section 31-25-107(9)(a)(III) and (b), C.R.S.
- (b) Any reasonable (as determined by the Authority) set-asides or reserves of incremental taxes paid to the Authority for payment of expenses associated with administering the Plan.

If there is any conflict between the Act and this Plan, the provisions of the Act shall prevail, and the language in the Plan automatically deemed to conform to the statute.

7.4 Other Financing Mechanisms / Structures

The Plan is designed to provide for the use of Tax Increment Financing as one tool to facilitate investment and reinvestment within the Area. However, in addition to tax increment financing, LIFT shall be authorized to finance implementation of the Plan by any method authorized by the Act. LIFT is committed to making a variety of strategies and mechanisms available which are financial, physical, market and organizational in nature. It is the intent of this Plan to use the tools either independently or in various combinations. Given the obstacles associated with redevelopment, LIFT recognizes that

it is imperative that solutions and resources be put in place which are comprehensive, flexible and creative. Finally, LIFT may contract with the City to administer various incentives.

8.0 Severability

If any portion of this Plan is held to be invalid or unenforceable, such invalidity will not affect the remaining portions of the Plan.

Littleton Boulevard Urban Renewal Plan

City of Littleton, Colorado

Appendix A:

Citywide Plan, a Section of the City of Littleton Comprehensive Plan, adopted 2014 (taken verbatim)

City of Littleton Economic Plan, adopted 2013 (excerpts taken verbatim)

Following are several excerpts from the Citywide Plan, a Section of the City of Littleton Comprehensive Plan, adopted 2014, taken verbatim, for which the actions of this Littleton Boulevard Urban Renewal Plan will address.

Introduction

Purpose

The Comprehensive Plan provides a broad vision for the city's future. It offers a framework for decisions affecting private and public development. It is the mission statement and guide for the city's land use-related regulatory tools and programs, including zoning and the capital improvements program. The Comprehensive Plan includes both a Citywide Plan, provided herein, and more detailed Small Area Plans for Neighborhoods, transportation-based Corridors, and Activity Areas, provided separately. While the Citywide Plan addresses larger issues, the Small Area Plans address more detailed issues and provide more detailed recommendations. All Small Area Plans are consistent with, and help advance the implementation of, the Citywide Plan.

Use

Citizens, property owners, developers, city staff, and appointed and elected city officials use the Comprehensive Plan according to their respective roles in the decision-making process.

Because the plan cannot anticipate all issues and questions, it does not include policies that will address every situation. In those cases where it does not address a situation or issue, but the issue has citywide ramifications and needs a citywide perspective, users should base their interpretation on the Vision, Goals, Policies, and Transformative Actions. In these cases, users should also rely on more specific direction provided in the relevant Neighborhood, Corridor, and Small Area plans. Similarly, the complexity of land use-related issues may result in a conflict between Policies. Again, users should base their analysis and interpretation on other elements of the plan.

The Comprehensive Plan provides guidelines for development decisions through the Vision, Goals, and Policies in the Citywide Plan and the more specific Goals and Policies in Small Area Plans for Neighborhoods, Corridors, and Activity Areas.

Demographics

The Vision, Goals, Policies, and Actions in the Comprehensive Plan reflect the city's demographic trends. Figures B and C on the following page represent two of the most significant changes in Littleton's population between 1980 and 2010. The average household size, as represented by Figure B, has decreased from 2.65 persons per household to 2.25. That reduction is paralleled by the trend illustrated in Figure C, which demonstrates that both the largest and the second largest population groups have progressively shifted to older age categories, as residents who were parents of young children, and their children, have both aged. The land use implications of these two trends include a reduction in school age populations, a resulting decline in school enrollments, and a reprogramming of schools in order to maximize efficiencies and reduce costs. As a result, there is a desire to attract young residents to enjoy the city's family-friendly neighborhoods and amenities and to help the school district retain its high standards. The same trends have resulted in an increasing desire for housing, services, and infrastructure that meet the needs of older residents.

Implementation

Strategic implementation of the Comprehensive Plan will occur over time. The plan will guide the majority of implementation through its use as a framework for development-related decisions and capital improvements. Business cycles, competing needs, unanticipated opportunities, and available resources will influence implementation schedules. Detailed work programs will reflect those factors and facilitate implementation.

Planning Process

Following its launch in May 2012, Inspire Littleton, the city's public outreach element of the comprehensive planning process, generated great enthusiasm, garnered an enviable rate of public participation, and did an excellent job marketing the process and the plan. Early in the process, more than 100 people participated in planning forums across the city.

InspireLittleton.org, the city's interactive website, ran throughout the planning and review process and welcomed more than 600 individuals as they registered and participated in the ongoing community discussion. As part of the outreach at public forums, parades, and other community events, nearly 1,000 people wrote ideas on sticky notes and posted them on the Inspire Littleton idea boards. Some drew pictures representing what they love about Littleton or what they think would make Littleton an even better place to live. As of November 2013, the 608 active participants on the website, 7,106 visitors, and 51,752 page views generated 557 ideas and provided 857 comments on those ideas.

Updating

A snapshot in time, the Comprehensive Plan should be monitored for its effectiveness and regularly updated to better reflect current conditions, issues, and opportunities. At a minimum, the planning board should initiate a Comprehensive Plan review every five years and, if deemed necessary, update the plan.

Related Plans

The 2013 Comprehensive Plan has two sections: the Citywide Plan and the small area plans. Whereas the Citywide Plan provides the foundation for the comprehensive plan, the small area plans provide specific objectives, strategies, and metrics for each of the targeted small areas. The small area plans are divided into three categories: neighborhood plans, corridor plans, and activity area plans, as shown on the following page in Figure D.

- Neighborhood plans address a specific residential area within the city. There are nine neighborhoods defined within the city boundaries. Each neighborhood plan will be updated as deemed necessary by the planning board and city council. A list of all neighborhood plans is listed in Figure D. As neighborhood plans are updated or created (where no plan exists currently), public outreach will be conducted to solicit input from residents in the neighborhood. As plans are updated, neighborhood boundaries may be revised to better represent the current and anticipated conditions.
- Corridors generally represent linear areas along major arterial streets and commercial corridors. Figure E illustrates the preliminary configuration of the corridors. The boundaries of neighborhood plans and corridor plans will not overlap to avoid conflicting objectives. Each corridor plan will define specific objectives, strategies, guidelines, and metrics for achieving its goals and policies.
- Activity Areas are targeted areas that have a potential for new development or redevelopment and are usually within the study area of a corridor plan or neighborhood plan. These can serve as catalyst areas for economic development efforts, public / private joint ventures, or special districts to encourage innovative development. Each activity area plan will define specific objectives, strategies, guidelines, and metrics for encouraging, designing, and implementing development that stimulates the area and complements the underlying corridor plan and/or neighborhood plan(s). Preliminary activity areas have been identified in figure d, but the planning board and city council may add or delete activity areas as market conditions change. Activity area plans may be contained within corridor plans or neighborhood plans.

Other reports and documents used to draft the 2014 Citywide Plan are regional land use plans; state, regional, and city transportation plans; and park plans. These documents complement the comprehensive plan and are considered to be advisory to it, even though they may not be referenced individually by the plan or adopted as elements of the plan.

A. Citywide Plan

The Citywide Plan is comprised of two sections that guide the city's future land-use-related actions. The first – **Part I: Goals and Policies** – is based on values that were articulated through Inspire Littleton's two year process of gathering community ideas and feedback. These values reflect themes that resonated throughout citizen comments on why this community is special and what they would like Littleton to become. These core values form the foundation for the Neighborhood, Corridor, and Activity Area Plans that will guide development and decision-making tailored to each community's needs. In this combination, future planning, development, land use, and zoning decisions should reflect the overarching Goals and Vision outlined here.

The second section – **Part II: Transformative Actions** – describes strategic actions in areas of primary importance necessary to achieve the citywide Goals and Policies outlined in Part I. These actions will guide all underlying plan and policy documents, as well as zoning code changes, budget decisions, and capital investments. To achieve the citizens' vision for Littleton, there must be a collaborative, long-term commitment to these strategic actions.

Vision for the Future of Littleton

Littleton is a community that embraces its authentic small-town qualities while enjoying the advantages of a metropolitan area. The city should continue to exemplify and promote a sustainable economy, environment, and society. Littleton will:

- Respect and build upon its history
- Foster its small-town, family-friendly character
- Be home to people of all ages and backgrounds
- Value livability, diversity, and progress
- Promote a vibrant economy for individuals, businesses, and the city as a whole
- Value the importance of its citizens and its natural resources

- Manage and direct change
- Strive for sustainability in economic, environmental, and social decisions
- Raise the bar to increase the quality of community and economic development

Part 1: Goals and Policies

Goal 1: A Dynamic Littleton

Foster a vibrant and evolving community.

A Dynamic Littleton – Policies

- 1.1 Generate more opportunities for residents to live, shop, and play where they work and to work, shop, and play where they live.
- 1.5 Identify the Activity Areas, such as those around the light rail stations, that might benefit from public/private investment.

Partner with private-sector individuals and entities to explore, promote, and follow-through with the best prospects.
- 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.
- 1.7 Evaluate the redevelopment potential of blighted properties. Work with owners throughout the redevelopment process to encourage sustainable uses and design to optimize mitigation of possible negative effects on adjacent uses.
- 1.8 Require that new commercial development be appropriately buffered from adjacent uses.

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.

An Outdoor Littleton - Policies

- 2.1 Treat the South Platte River and its tributaries as one of the city's most important assets.
 - a. Inventory, protect, and enhance the river's primary natural areas and wildlife habitat.

- 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 with 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.

2.3 Encourage inviting outdoor activity and gathering places in new developments.

Goal 3: A Connected Littleton

Enhance local, regional, and global linkages - physical, social, and technological.

A Connected Littleton - Policies

- 3.1 Incorporate the concept of complete streets into the city's efforts to better accommodate and reduce conflicts among multiple modes of traffic and to help make the city more pedestrian, bicycle, and vehicle- friendly.
- 3.2 Increase the walkability of neighborhoods and develop an inviting citywide pedestrian network.
- 3.3 Upgrade and augment the citywide pedestrian and bicycle connections into Downtown and to RTD's light rail stations.
- 3.4 Provide inviting connections between commercial development and adjacent residential neighborhoods.
- 3.5 Provide public gathering places and support public enjoyment of these spaces through activities such as parades, fairs, bazaars, sitting, talking, eating and playing.
- 3.6 Generate a creative and comprehensive way- finding system that reinforces Littleton's sense of place, while providing directions within the city.
- 3.7 Remain technologically current while integrating information and communication technology throughout the city.
- 3.8 Endorse Metro Vision 2035, as approved by the Denver Regional Council of Governments (DRCOG) and accepted by the City of Littleton, both in 2005.

Goal 4: A Distinctive Littleton

Maintain and expand upon the characteristics that make Littleton an authentic and distinctive community.

A Distinctive Littleton - Policies

- 4.2. Encourage preservation of historic structures, districts, and places that are significant to Littleton history.
- 4.4. Encourage “architecture of place” and small, independent businesses that differentiate Littleton from nearby municipalities.
- 4.5. Create distinctive gateways to the city, its downtown, and other points of interest.

Part II: Transformative Actions

The three actions described below are the most critical steps for achieving the city’s Vision, Goals, and Policies. Successful completion of these actions requires a comprehensive and long-term commitment; concerted effort; collaboration between local, regional, and governing agencies; and private-sector investment.

Transformative Action 2: Focus on Activity Areas and Corridors

- 2.1 Identify and designate as Activity Areas or Corridors those locations or street corridors, respectively, where additional new development or redevelopment is desired and either occurring or anticipated. Designated areas should be those that will have the most transformative impacts on achieving the city's Vision.
- 2.2 Use tools such as small area plans, zoning, capital improvements, and other incentives to set the stage for redevelopment and new development in designated activity areas and corridors.
- 2.3 Encourage desired development and redevelopment in designated activity areas and corridors.

Transformative Action 3: Direct Littleton’s Growth

- 3.5 Implement the city's economic plan; review and revise it as necessary in order to remain current. See the city’s website, littletongov.org, for a link to the plan.

The Comprehensive Plan is the foundation of both quasi-judicial land-use decisions and administrative decision-making. The Citywide Plan provides an overall decision making framework and the neighborhood, corridor, and activity area plans provide more detailed guidance.

City of Littleton Economic Plan, adopted 2013 (excerpts taken verbatim)

Introduction

Littleton is a city with many assets. It is a great community in which to live, work and play. It possesses an attractive hometown feeling, an extensive system of parks and interconnected trails, a historic Main Street, light rail access and superior public schools. These attributes are a strong foundation on which to build ongoing economic vitality and a proactive plan for strategic development. Other states and neighboring communities have outlined plans and identified tools that help attract and retain businesses and guide the development of vacant land, underutilized corridors, infill improvements, and the revitalization of residential areas. To remain competitive, Littleton must do more.

Risk

The risk of failing to act is a decline in retail sales. The city cannot afford any measureable reduction in sales tax revenue. A proactive plan calls for an analysis of the current and future retail market as well as a long-term plan for additional revenue streams.

Opportunity Cost

The cost of doing nothing or failing to act is lost opportunity. With retail trends shifting, the city must evaluate the potential impacts on existing and incoming retailers. The plan should encourage attraction of retail operations on the upswing, help mitigate decline of existing operations and minimize leakage to other jurisdictions.

Overview

The City of Littleton is home to approximately 2,493 businesses employing more than 28,510 workers. These two figures indicate success in retaining and attracting dynamic businesses offering a wide variety of employment opportunities. Jobs are important to the city for a variety of reasons, but primarily because people working in the community spend money here and often desire to live here, both of which result in sales tax revenue. While tax revenue is important, it is the vibrant and vital interplay between residential, business, and retail uses that help define the city's unique draw. With its structural reliance on sales tax revenue for operations, the city needs to be particularly supportive of retail businesses. Additionally, employees who commute to Littleton for work may decide to purchase a residence or shop in the city, which means more people and activity helping to expand the retail, residential, and employment market.

Challenging economic conditions and competition from other cities requires a thoughtful and flexible Economic Plan. The city needs to approach the business and community development process with a “yes” first attitude, an open mind and new tools that allow it to foster vitality. The city needs a plan that provides resources to retain and grow existing business and addresses the requirements for attracting new business. By implementing the Comprehensive Plan and Economic Plan, the city can achieve the following results. **Note: Those bolded in red below are particularly relevant as they relate to the objectives stated in this Plan.**

- * **Retain and strengthen existing businesses**
- * **Attract new businesses that offer new employment opportunities and new sources of revenue**
- * **Promote new growth and development located along major transit lines and proximate to retail and service hubs in order to increase the customer base for Littleton businesses**
- * Improve the quality and availability of single-family housing through encouraging reinvestment in existing housing stock, an affordable senior housing rehab incentive program and expanded housing and graduated care options within or proximate to Littleton
- * Encourage new housing development to complement existing housing stock and bolster local property values
- * Improve or redevelop distressed and underperforming shopping areas
- * Identify and improve undeveloped and underdeveloped properties along major corridors to meet the goals of the Comprehensive Plan
- * Increase employment opportunities
- * Expand the availability of products and services in Littleton
- * Make strategic investments in expanding Littleton’s parks and open space system in order to strengthen connections while stimulating high-quality development/redevelopment
- * Develop, recognize and capitalize on strategic relationships and partnerships that make Littleton a great community

Assets, Priorities & Opportunities

Assets

Source: Citizen Survey, Business Survey, Inspire Littleton and Staff

1. Hometown Feel

Littleton Boulevard Urban Renewal Plan (12.15.2014)

2. Schools
3. Light Rail
4. Historic Main Street
5. Diverse Residential Areas
6. City Support of Business
7. Open Space and Interconnected Bike Paths and Trails
8. Health Care and Technology Business Clusters in South Park
9. Museum, Library, Buck Center, Hudson Gardens
10. South Platte River, Carson Nature Center, South Platte Park
11. Community Events
12. Educated Workforce
13. Developable Land with Great Visibility and Access
14. Developable Sites with Entitlements in Place

Priorities

Source: Citizen Survey, Business Survey, Inspire Littleton and Staff

1. Create Incentives for Business Investment (Meeting Site Selector Requirements)
2. Engage Property Owners and Developers
3. Inventory Existing Parking and Additional Options for the Downtown Area
- 4. Strategic Revitalization along Major Corridors (Littleton Boulevard, Santa Fe, Broadway)**
- 5. Update Aging Shopping Centers**
- 6. Restore Underperforming Shopping Centers**
7. Strategically Expand Retail Options
8. Diversification of Revenue Streams
9. Expand Employment Opportunities
- 10. Revitalize Northeast Neighborhood**
11. Update and Increase Available Housing with Revitalization Programs
12. Increase Senior Housing Options

Littleton Boulevard Urban Renewal Plan (12.15.2014)

13. Attract More Students for K-12

Opportunities

1. Infill Development

2. Redevelopment

3. Transit Oriented Development

4. Health and Wellness

5. Technology and Information

6. Creative Industries

7. Tourism and Outdoor Recreation

8. Downtown as an Economic Engine

Immediate Priorities

Priority #1 Create Incentives for Business Investment (Meeting Site Selector Requirements)

Issue: Site selectors are looking for properties that meet specific functional/location requirements as well as overall cost profiles including public incentives and finance mechanisms. Competitor cities offer a variety of incentives and many have more diverse property offerings. The right incentives can help when site selector goals can't be completely accommodated by the private sector alone.

Solution(s): To remain competitive with other cities, Littleton needs to offer the tools required to attract and complete developments (TIF's, PIF's, Sales Tax Sharing Agreements, Use Tax Rebates, and Permit Fee Abatement).

Priority #2 Engage Property Owners and Developers

Being landlocked with limited vacant land for development in private ownership requires several things.

Issue: Communication and positive rapport with land owners and developers.

Solution(s): Identify land owners and developers. Engage them in an ongoing communication to include access to the city manager and department representatives empowered to expedite the development process.

Issue: Partner with owners, developers and the affected community to gain expeditious approval of projects that further the goals of the Comprehensive Plan.

Solution(s): Expedite projects that meet economic and land use goals whenever possible. Continue to amend development codes to ensure all steps in process add value to the outcome. Provide feasible alternatives when necessary. Identify specific uses and desired types of development.

Issue: Strategies for a proactive approach to infill development.

Solution(s): Engage property owners in regular communications. Hold commercial property owner roundtables to discuss issues and describe city resources, including the “Revitalization Incentive Grant.” Identify specific uses and desired development. Provide the tools required for strategic infill improvements such as making limited property acquisitions through typical arm’s length transactions that facilitate assemblage; or a land exchange with current city owned parcels. Use public tools to guide higher quality development that implements the city’s goals that would otherwise not be viable.

Priority #4 Strategic Revitalization along Major Corridors (Littleton Boulevard, Santa Fe and Broadway)

Issue: The city has three major corridors that need improvement and strategies for sustainable development as identified by the Comprehensive Plan. The city needs to identify the major assets and issues and mechanisms for new development and redevelopment. Sub-area plans for each of these areas should be a high priority and those plans should include a strategic relationship to one another. A variety of development tools should be considered to implement the plans.

Solution(s): The reformation of an Urban Renewal Authority to identify districts and projects and implement improvements. Focusing revitalization along Littleton Boulevard and Broadway will have several positive impacts. Littleton Boulevard is the gateway to downtown Main Street and strategic redevelopment would benefit both areas. The Broadway corridor is improving one or two parcels at a time. A more comprehensive strategy would help create a more cohesive appearance and feel. Many experts recommend planned developments that border and face onto as opposed to away from the river. Various city plans have recognized the Santa Fe corridor as a premier location for mixed-use development. These plans should be reviewed to determine if what currently exists will help encourage connections to the South Platte River.

Medium to Long-Term Priorities

Priority #5 Update Aging Shopping Centers

Issue: Many of the area shopping centers suffer from deferred maintenance and outdated appearance.

Solution(s): Provide grant programs that incentivize improvements that benefit and enhance the public realm for existing tenants and make the center more appealing for new tenants. The city offers a matching grant for this purpose known as the “Revitalization Incentive Grant Program.” Improvements would help attract more viable merchants and an increased customer base. Additional tools, where appropriate and legally permissible, should include PIF’s, Sales Tax Sharing Agreements, and Use Tax Rebates.

Priority #6 Restore or Redevelop Underperforming Shopping Centers to Meet Market Demands

Issue: Many of the area shopping centers are experiencing vacancies as well as underperforming merchants. This may be due to physical issues or an eroded market area.

Solution(s): The city should explore opportunities to restore underperforming or obsolete commercial properties to an economically efficient condition. This may include strategic property acquisition or land use changes that allow mixed-use opportunities.

Priority #10 Revitalize the Northeast Neighborhood

Issue: Although many issues related to the Northeast Neighborhood have been improved with code enforcement and some renovation and scrape and rebuild, and aging multi-family apartments remain a concern.

Solution(s): The city should encourage improvements in residential areas and engagement of the community. Continued use of the city CDBG allocation for infrastructure improvements is advised. The city should further explore development of a Northeast Neighborhood Community Group that would include residents, property owners, community service providers and city representatives. A properly facilitated, ongoing interaction could provide valuable insights from the participants regarding their impressions about their community and what the city does to care for the area. A sub-area plan for commercial properties along Littleton Boulevard should recommend land use changes and improvements that would be supported by the neighborhood and bring new people to the area as well.

Opportunities

There are a number of opportunities within the city that will require city investment in order to “harvest” true potential. These opportunities may involve areas where current zoning is not reflective of development potential under current and future market conditions. This potential may include changing or broadening uses, or may also include significant density increases over what is currently allowed by zoning. Encouragement of sustainable development includes a proactive approach with the city working with property owners and developers to achieve the optimum use of property consistent with the Comprehensive Plan.

By definition, these opportunities will require sufficient direct economic return to justify the city's investment. Results should be far greater than pure direct economic return, however: by engaging in thoughtful planning and strategy, the city investment will generate a virtuous circle of benefits that extend far beyond direct economic return, and position the city for a sustainable renaissance.

1. Infill Development

There are opportunities related to the remaining, first-generation development parcels. With proactive city engagement, there is the opportunity to raise the bar: different or mixed uses, higher density, and higher quality developments. The city can choose to become a stakeholder and partner in transformative change have far-reaching consequences. Becoming a proactive partner in meeting the challenges of the future will signal a return to the strong and mixed-use community fabric that historically defined the City of Littleton.

2. Redevelopment

The city has a number of aging commercial districts that may no longer be viable in today's economy. These districts are characterized by large land assemblages and define significant potential opportunity by virtue of their location and size. The city can be instrumental in reversing a downward spiral of deterioration and tenant strength by encouraging re-investment that will transform and help redefine the future of these properties and surrounding areas within the city. Redevelopment in some cases might mean demolition and rebuilding while in other cases it might mean increasing density to re-energize uses which are not otherwise viable.

Littleton Boulevard Urban Renewal Plan

City of Littleton, Colorado

Appendix B:

Littleton Boulevard Urban Renewal Plan Area - Legal Description

LEGAL DESCRIPTION – LITTLETON BOULEVARD URA

A TRACT OF LAND LOCATED IN SECTION 15 AND 16 , TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH WINDERMERE STREET. SAID POINT BEING THE NORTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-16-4-08-008;

THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY LINE 780 FEET TO THE SOUTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-16-4-09-020, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF WEST LITTLETON BOULEVARD;

THENCE SOUTHERLY 100 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF WEST LITTLETON BOULEVARD, SAID POINT BEING THE NORTHWEST CORNER OF ASSESSOR PARCEL NO. 2077-16-4-22-014

THENCE SOUTHERLY CONTINUING ALONG THE EAST RIGHT-OF-WAY LINE OF SOUTH WINDERMERE STREET 1245 FEET TO THE SOUTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-16-4-22-009, SAID POINT BEING ON THE NORTH RIGHT-OF-WAY LINE OF WEST SHEPPERD AVENUE;

THENCE EASTERLY 630 FEET TO THE SOUTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-16-4-22-009, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF SOUTH DATURA STREET;

THENCE NORTHERLY 300 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTH DATURA STREET;

THENCE EASTERLY 60 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH DATURA STREET, SAID POINT BEING THE SOUTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-16-4-21-027;

THENCE EASTERLY 580 FEET TO THE SOUTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-16-4-21-025, SAID POINT BEING ON THE WEST RIGHT-OF-WAY LINE OF SOUTH GALLUP STREET;

THENCE NORTHERLY 990 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTH GALLUP STREET;

THENCE EASTERLY 60 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH GALLUP STREET AND A POINT ON THE NORTH RIGHT-OF-WAY OF WEST LILLEY AVENUE, SAID POINT BEING THE SOUTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-16-4-20-004;

THENCE EASTERLY 120 FEET TO THE SOUTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-16-4-20-004;

THENCE NORTHERLY 131 FEET TO A COMMON PROPERTY CORNER TO ASSESSOR PARCEL NO. 2077-16-4-20-001 AND 2077-16-4-20-014;

THENCE EASTERLY 500 FEET TO THE SOUTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-16-4-20-011;

THENCE NORTHERLY 219 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF WEST LITTLETON BOULEVARD, SAID POINT BEING ON THE SOUTH PROPERTY LINE OF ASSESSOR PARCEL NO. 2077-16-4-14-022;

THENCE EASTERLY 2595 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTH BANNOCK STREET, SAID POINT BEING THE SOUTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-3-10-011;

THENCE NORTHERLY 2340 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF WEST RAFFERTY GARDENS AVENUE, SAID POINT BEING THE NORTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-2-13-004;

THENCE WESTERLY 758 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH DELAWARE STREET, SAID POINT BEING THE NORTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-2-13-004;

THENCE SOUTHERLY 1745 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY OF WEST POWERS AVENUE AND A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH DELAWARE STREET, SAID POINT BEING THE NORTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-3-09-001;

THENCE WESTERLY 60 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTH DELAWARE STREET, SAID POINT BEING THE NORTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-3-08-019;

THENCE WESTERLY 218 FEET TO THE NORTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-3-08-012;

THENCE SOUTHERLY 153 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SOUTH FOX CIRCLE (CUL-DE-SAC) AND THE WEST PROPERTY LINE OF ASSESSOR PARCEL NO. 2077-15-3-08-017;

THENCE ALONG SAID RIGHT-OF-WAY, THROUGH A CURVE TO THE RIGHT 160 FEET TO THE NORTH PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-3-08-002;

THENCE WESTERLY 170 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH FOX STREET, SAID POINT BEING THE NORTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-3-08-001;

THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY 108 FEET TO THE SOUTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-3-08-001;

THENCE WESTERLY 60 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTH FOX STREET, SAID POINT BEING THE NORTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-3-00-013;

THENCE WESTERLY 99 FEET TO A PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-3-00-013;

THENCE NORTHERLY 5 FEET TO THE NORTH PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-3-00-013;

THENCE WESTERLY 65 FEET TO THE NORTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-3-00-013;

THENCE SOUTHERLY 11 FEET TO THE NORTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-3-07-007;

THENCE WESTERLY 125 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH LAKEVIEW STREET, SAID POINT BEING THE NORTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-3-07-007;

THENCE WESTERLY 60 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTH LAKEVIEW STREET;

THENCE SOUTHERLY 110 FEET TO THE NORTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-3-06-012;

THENCE WESTERLY 250 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH HURON STREET, SAID POINT BEING THE NORTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-3-06-009;

THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY 90 FEET;

THENCE WESTERLY 60 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTH HURON STREET;

THENCE SOUTHERLY 90 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTH HURON STREET, SAID POINT BEING THE NORTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-16-4-15-003;

THENCE WESTERLY 216 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH HICKORY CIRCLE (CUL-DE-SAC), SAID POINT BEING THE NORTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-16-4-15-003;

THENCE NORTHWESTERLY 117 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTH HICKORY CIRCLE, SAID POINT BEING THE NORTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-16-4-15-002;

THENCE WESTERLY 159 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH HICKORY STREET, SAID POINT BEING THE NORTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-16-4-15-002;

THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY 165 FEET TO THE NORTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-16-4-14-011;

THENCE WESTERLY 1445 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTH DATURA STREET, SAID POINT BEING THE NORTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-16-4-10-010;

THENCE NORTHERLY 75 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTH DATURA STREET, SAID POINT BEING THE NORTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-16-4-10-018;

THENCE WESTERLY 520 FEET TO THE NORTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-16-4-09-006;

THENCE NORTHERLY 537 FEET TO THE NORTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-16-4-08-008;

THENCE WESTERLY 140 FEET TO THE NORTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-16-4-08-008 AND THE **POINT OF BEGINNING**;

THE ABOVE DESCRIPTION INCLUDES THE FOLLOWING ASSESSOR PARCEL NUMBERS.

2077-16-4-08-008

2077-16-4-09-001

2077-16-4-09-019

2077-16-4-09-004
2077-16-4-09-005
2077-16-4-09-006
2077-16-4-09-020
2077-16-4-09-021
2077-16-4-09-021
2077-16-4-10-008
2077-16-4-10-007
2077-16-4-10-018
2077-16-4-10-010
2077-16-4-10-018
2077-16-4-11-008
2077-16-4-11-009
2077-16-4-11-010
2077-16-4-11-011
2077-16-4-12-008
2077-16-4-12-021
2077-16-4-12-011
2077-16-4-12-022
2077-16-4-13-008
2077-16-4-13-018
2077-16-4-13-009
2077-16-4-14-010
2077-16-4-14-011
2077-16-4-15-002
2077-16-4-15-003
2077-15-3-06-010
2077-15-3-06-011
2077-15-3-06-012
2077-15-3-07-008
2077-15-3-00-014
2077-15-3-00-013
2077-15-3-00-004
2077-15-3-08-018
2077-15-3-08-004
2077-15-3-08-005
2077-15-3-08-006
2077-15-3-08-007
2077-15-3-08-008
2077-15-3-08-009
2077-15-3-08-019
2077-15-3-08-012
2077-15-3-08-017

2077-15-3-08-003
2077-15-3-08-002
2077-15-3-08-001
2077-15-3-10-017
2077-15-3-10-015
2077-15-3-10-016
2077-15-3-10-008
2077-15-3-10-012
2077-15-3-10-009
2077-15-3-10-010
2077-15-3-10-011
2077-15-3-10-002
2077-15-3-09-001
2077-15-3-09-016
2077-15-3-09-015
2077-15-3-09-012
2077-15-3-09-011
2077-15-3-09-003
2077-15-3-09-010
2077-15-3-09-009
2077-15-3-09-004
2077-15-3-09-005
2077-15-3-09-008
2077-15-3-09-007
2077-15-3-09-006
2077-15-2-13-003
2077-16-4-11-007
2077-16-4-22-014
2077-16-4-22-013
2077-16-4-22-015
2077-16-4-22-009
2077-16-4-21-001
2077-16-4-21-002
2077-16-4-21-044
2077-16-4-30-001
2077-16-4-30-002
2077-16-4-30-003
2077-16-4-30-004
2077-16-4-30-005
2077-16-4-30-006
2077-16-4-30-007
2077-16-4-30-008
2077-16-4-30-009

2077-16-4-30-010
2077-16-4-30-011
2077-16-4-30-012
2077-16-4-30-013
2077-16-4-21-043
2077-16-4-21-035
2077-16-4-21-003
2077-16-4-21-030
2077-16-4-21-045
2077-16-4-21-046
2077-16-4-21-033
2077-16-4-21-037
2077-16-4-21-006
2077-16-4-21-012
2077-16-4-21-024
2077-16-4-21-025
2077-16-4-21-027
2077-16-4-21-005
2077-16-4-21-004
2077-16-4-20-001
2077-16-4-20-014
2077-16-4-20-013
2077-16-4-20-003
2077-16-4-20-004
2077-16-4-20-012
2077-16-4-20-011
2077-16-4-29-001
2077-16-4-29-002
2077-16-4-29-003
2077-16-4-29-004
2077-16-4-29-005
2077-16-4-29-006
2077-16-4-29-007
2077-16-4-29-008
2077-16-4-29-009
2077-16-4-29-010
2077-16-4-29-011
2077-16-4-29-012
2077-16-4-29-013
2077-16-4-29-014
2077-16-4-29-019
2077-16-4-29-020
2077-16-4-29-021

2077-16-4-29-022
2077-16-4-29-023
2077-16-4-29-024
2077-16-4-29-025
2077-16-4-29-026
2077-16-4-29-027
2077-16-4-29-028
2077-16-4-29-029
2077-16-4-29-030
2077-16-4-29-031
2077-16-4-29-032

EXCEPTING THEREFROM
PARCEL NUMBERS

2077-15-3-07-007
2077-16-4-11-012
2077-16-4-09-013
2077-16-4-29-015
2077-16-4-29-016
2077-16-4-29-017
2077-16-4-29-018
2077-16-4-14-022
2077-15-3-06-009
2077-16-4-14-008
2077-16-4-13-017

EXCEPTING THEREFROM ALL STREETS, ALLEYS AND ROADWAYS CONTAINED IN THE ABOVE DESCRIPTION

LIFT and Urban Renewal Overview (prepared 11/15/16)

2015 Property Tax Increment (1/1/16-10/28/16, gross - not including county fee) - Source: Arapahoe County

	N. Broadway	Littleton Blvd.	Santa Fe	Columbine Square	TOTAL
Littleton	\$ 18,656	\$ 1,942	\$ 241	\$ -	\$ 20,839
Arap. County	\$ 38,803	\$ 4,038	\$ 501	\$ -	\$ 43,342
Developmental Disabilities*	\$ 2,801	\$ 292	\$ 36	\$ -	\$ 3,129
LPS	\$ 149,610	\$ 15,569	\$ 1,932	\$ -	\$ 167,111
SSPR	\$ 24,226	\$ 2,521	\$ 313	\$ -	\$ 27,060
UDFCD	\$ 1,549	\$ 161	\$ 20	\$ -	\$ 1,730
UDFCD-South Platte	\$ 162	\$ 17	\$ 2	\$ -	\$ 181
TOTAL	\$ 235,807	\$ 24,540	\$ 3,045	\$ -	\$ 263,392

* dedicated 1 mill for DD services passed in 2001; funds to Arapahoe County, IGA with Developmental Pathways for services as state recognized CCB.

Sales Tax (First year increment) paid to LIFT - Source: City of Littleton Finance Dept.

	N. Broadway	Littleton Blvd.	Santa Fe	Columbine Square	TOTAL
Littleton	\$ 22,959	\$ 71,581	\$ -	\$ 19,500	\$ 114,040

City Sales Tax - Estimated for 2016 (to be paid in 2017) with all plans existing: \$120,000

2016 City-related expenses related to Urban Renewal as of Nov. 10, 2016

(excludes staff time and copy costs) - Source: City of Littleton Finance Dept.

Vendor	Description	Period	Amount Paid
Hoffman, Parker, Wilson & Carberry	Lawsuit, abolishment, Tax Increment	Jan-Oct	\$ 37,386
Jim Rees	Litigation testimony	3/3/2016	\$ 1,105
Contract Videographer	3/30/16 LIFT Mtg	3/30/2016	\$ 175
TOTAL			\$ 38,666

LIFT loan from City with Estimated Interest (through Dec. 2016): \$151,590

LIFT Operational Account Balance: \$33,639 (through Oct. 2016)

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 December 6, 2016

SUBJECT: **An ordinance on second reading repealing the city's Littleton Boulevard Urban Renewal Plan**

PLEASE PRINT YOUR NAME AND ADDRESS CLEARLY	Phone and/or email	DO YOU FAVOR THE PROJECT?	
NAME: Barbara Rice Not ADDRESS: 7494 South Prince Street Littleton 80120	3037972218	I support repealing the Littleton Blvd Urban Renewal Plan YES NO	
NAME: LEONARD INGUI Not ADDRESS: 659E Phillips Dr S LTN, CO 80122	303-794-2577	YES	NO
NAME: Eileen INGUI Not ADDRESS: 659E Phillips Dr S LTN 80122	303-794-2577	YES	NO
NAME: Kurt Hulse Not ADDRESS: 6903 S. Prince Cir Littleton CO	Kurt@oz.net	repeal YES NO	
NAME: Barbara Marchetti Not ADDRESS: 5582 W. Rowland Ave Littleton 80120	3-734-0266	repeal YES NO	
NAME: John Marchetti Not ADDRESS: 2582 W. Rowland Ave 80120	3-734-0266	YES	NO
NAME: ROBERT ELLSTROM Not ADDRESS: 4820 S FOX ST BENGLWOOD, CO 80110	3-877-9317	YES	NO

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Tuesday December 6, 2016

SUBJECT: **An ordinance on second reading repealing the city's Littleton Boulevard Urban Renewal Plan**

PLEASE PRINT YOUR NAME AND ADDRESS CLEARLY	Phone and/or email	DO YOU FAVOR THE PROJECT?	
NAME: DAVID M. METCALF NOT	303.847.2132c	YES	REPEAL
ADDRESS: 7870 SOUTH HILL DRIVE	david1metcalf@gmail.com		NO
NAME: PAUL BINGHAM ✓	236 W. D. 303-798-0865	YES	REPEAL <u>NO</u>
ADDRESS: 236 W. D. B. C. R., LTR			
NAME: Dennis Trickey NOT		YES	<u>NO</u>
ADDRESS: 6227 S. Sander Lee			
NAME: W DONOVAN NOT	720-351-7470	YES	Repeal NO
ADDRESS: 780 E Phillips Dr S			
NAME: Steve Nelligan NOT		YES	<u>NO</u>
ADDRESS: 7906 S. Benis Pl 80120			Repeal
NAME: Jon Spencer ✓		YES	<u>NO</u> keep
ADDRESS: 5976 S. Bonrock St			
NAME: Anne Cunningham ✓		YES	<u>NO</u>
ADDRESS: 6800 Quebec St. Centennial Co 80120			

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 December 6, 2016

SUBJECT: **An ordinance on second reading repealing the city's Littleton Boulevard Urban Renewal Plan**

PLEASE PRINT YOUR NAME AND ADDRESS CLEARLY	Phone and/or email	DO YOU FAVOR THE PROJECT?	
NAME: <i>Linda Knufinke</i> ✓		<input checked="" type="radio"/> YES	<input type="radio"/> NO
ADDRESS:			
NAME: <i>hou Sullivan</i> NOT		<input checked="" type="radio"/> YES	<input type="radio"/> NO
ADDRESS: <i>5940 S. BEMIS ST.</i>			
NAME: <i>Joseph Barrentine</i> NOT		<input checked="" type="radio"/> YES	<input type="radio"/> NO
ADDRESS:			
NAME: <i>Lamett Barrentine</i> NOT		<input checked="" type="radio"/> YES	<input type="radio"/> NO
ADDRESS:			
NAME: <i>Jerry Walker</i> NOT		<input checked="" type="radio"/> YES	<input type="radio"/> NO
ADDRESS: <i>Littleton</i>			
NAME: <i>Donald Genna</i> NOT		<input type="radio"/> YES	<input checked="" type="radio"/> NO
ADDRESS: <i>1538 W. LAKE CREST DR 80123</i>			
NAME: <i>Pam Charlton</i> ✓		<input checked="" type="radio"/> YES	<input type="radio"/> NO
ADDRESS: <i>5402 S. Nevada St</i>			

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 December 6, 2016

SUBJECT: **An ordinance on second reading repealing the city's Littleton Boulevard Urban Renewal Plan**

PLEASE PRINT YOUR NAME AND ADDRESS CLEARLY		Phone and/or email	DO YOU FAVOR THE PROJECT?	
NAME: <i>Carol Pereira</i> ✓			YES	NO
ADDRESS:				
NAME: <i>Kim Sagers</i> ✓			YES	NO
ADDRESS:				
NAME: <i>Carol Brezek</i> ✓			YES	NO
ADDRESS:				
NAME: <i>Barbara Bailey</i> ✓			YES	NO
ADDRESS:				
NAME:			YES	NO
ADDRESS:				
NAME:			YES	NO
ADDRESS:				
NAME:			YES	NO
ADDRESS:				



Staff Communication

File #: Ordinance 18-2016, **Version:** 2

Agenda Date: 12/06/2016

Subject:

An ordinance on second reading repealing the city's North Broadway Urban Renewal Plan

Presented By: Mike Braaten, Deputy City Manager

POLICY QUESTION:

Does city council support repealing the North Broadway Urban Renewal Plan?

BACKGROUND:

The North Broadway Urban Renewal Plan was adopted in December 2014 and is provided as an attachment to this staff report.

At the March 15, 2016 meeting, Council Member Valdes moved, with Council Member Cole seconding and the city council voting 5-2 (Brinkman and Hopping voting “no”) to "direct the city manager to provide to council at the next scheduled regular council meeting on April 5, 2016 an ordinance or ordinances and resolutions for council's consideration and vote to dismantle Littleton's urban renewal and the LIFT Board including the handling of the outstanding loan to LIFT, and addressing any tax collection concerns, if any, and consider the status of any pending litigation concerning urban renewal.”

On April 5, 2016 Mayor Pro Tem Brinkman moved and Council Member Hopping seconded that Ordinance 03-2016 abolishing the Littleton Urban Renewal Authority pursuant to CRS 31-25-115 (2) and repealing the city’s urban renewal plans be tabled until June 7th, during which time council will conduct meetings with the appointed Urban Renewal Authority, the Planning Board, and other pertinent entities as appropriate in order to learn and explore all sides of the issues and determine in open meetings whether or not the dissolution of LIFT and the city’s urban renewal plans is in the best interests of citizens. The vote was 5-2 with Mayor Beckman and Council Member Clark voting no.

On May 3, 2016 Council Member Hopping moved and Council Member Brinkman seconded to reschedule the joint study session with Planning Board and LIFT from May 24, 2016 to June 14, 2016, moving first reading of ordinance 03-2016 in reference to the abolishment of Littleton Invests for Tomorrow and repealing the city's urban renewal ordinances to July 5, 2016 with the second reading and public hearing on July 19, 2016. The vote was 5-2, the motion carried with Council Members Clark and Valdes voting no.

On July 5, 2016 Council Member Hopping moved and Council Member Cernanec seconded to postpone indefinitely an ordinance abolishing the Littleton Invests for Tomorrow Urban Renewal Authority pursuant to C.R.S. § 31-25-115(2) and repealing the city's urban renewal plans until further study by council.

Council Member Cole moved and Council Member Valdes seconded to amend the motion to postpone [the

ordinance] to date certain on October 4, with study sessions to be scheduled to discuss LIFT and Urban Renewal. That motion carried 6-1 with Council Member Hopping voting no.

Following that motion, Council had two additional study sessions to further discuss urban renewal. Those study sessions occurred August 9 and August 23, 2016.

REVISED STAFF ANALYSIS:

As addressed in the August 9, 2016 study session staff memo, council has the authority to repeal any or all of the adopted urban renewal plans.

Council has provided direction to the Planning Board and the Community Development staff that corridor plans for Santa Fe and Bellevue should be a high priority with plans for Littleton Boulevard and Broadway to follow. The Broadway corridor plan will include the general area addressed in this urban renewal plan.

If council decides to keep this, or any of the plans, urban renewal could assist in addressing public infrastructure needs within those corridors/plan areas or assist in the development/redevelopment in the plan area. Conversely, the community has voiced concerns with the use of urban renewal and public improvements could be addressed through other mechanisms available to the city.

Should council approve the repeal of the North Broadway Urban Renewal Plan, it will take effect seven days after publication following council adoption. Should repeal of the plan be approved, no additional tax increment will be collected. According to state statute, all property tax increment previously collected will be repaid to each taxing body based on a pro rata share of each entity's mill levy.

Repeal of the plans does not trigger a requirement for ratification by the voters under section 64.5 of the city charter.

Should council choose to not repeal the plan, then LIFT must be kept as the organization to administer the plan.

In response to council questions at first reading, following guidance provided by urban renewal special counsel, King Soopers is included in the sales tax base calculation amount, but is not included in the calculation of the sales tax increment. This will continue until the expiration of the sales tax share back agreement. The sales tax share back agreement was approved by city council in September, 2013 and is valid for a maximum of six years or \$500,000.

REVISED FISCAL IMPACTS:

There are no undertakings or activities occurring in the plan area. There has been approximately \$235,807 in property tax increment (excluding county assessor fees) collected from the North Broadway Urban Renewal Area and \$22,959 in city sales tax increment collected. Staff expects minor costs associated with returning property tax increment funds on a pro-rata share to the city's taxing partners.

STAFF RECOMMENDATION:

Staff recommends support of the ordinance.

PROPOSED MOTION:

I move to approve the ordinance repealing the city's North Broadway Urban Renewal Plan.

1 **CITY OF LITTLETON, COLORADO**
2 **ORDINANCE NO. 18**
3 **Series 2016**

4
5 **INTRODUCED BY COUNCILMEMBERS: COLE & CERNANEC**

6
7 **AN ORDINANCE OF THE CITY OF LITTLETON,**
8 **COLORADO, REPEALING THE CITY'S NORTH**
9 **BROADWAY URBAN RENEWAL PLAN**

10
11 **WHEREAS**, the Littleton Invests For Tomorrow Urban Renewal Authority is a body
12 corporate and was duly organized, established and authorized by the City of Littleton to transact
13 business and exercise its powers as an urban renewal authority, under and pursuant to the
14 Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the "Urban Renewal
15 Law");

16
17 **WHEREAS**, on December 2, 2014, upon the recommendations of the Littleton Invests
18 For Tomorrow Urban Renewal Authority, and following review of the City of Littleton Planning
19 Board for conformance with the general plan for the development of the City of Littleton, and
20 after public hearings, the City Council for the City of Littleton determined that blight, as defined
21 by C.R.S. § 31-25-103(2), exists in the North Broadway Urban Renewal Plan Area and that such
22 area is appropriate for an urban renewal project pursuant to the Urban Renewal Law;

23
24 **WHEREAS**, in March 2015, the citizens of Littleton approved Ballot Question 300, a
25 citizen initiative that added a new section 64.5 to the City Charter, which states: "Any Council
26 action approving or modifying an urban renewal plan pursuant to part 1 of the Colorado urban
27 renewal law must be ratified by the registered electors of the City of Littleton if the approval or
28 modification of the urban renewal plan proposes the use of or change to eminent domain,
29 condemnation, tax increment financing, revenue sharing, or cost sharing.";

30
31 **WHEREAS**, the Littleton Invests For Tomorrow Urban Renewal Authority has been in
32 the process of identifying the specific undertakings and activities that it desires to implement as
33 part of the project to accomplish the purposes of the Urban Renewal Law in the urban renewal
34 area, but has not yet undertaken to implement specific development proposals in the urban
35 renewal area;

36
37 **WHEREAS**, notwithstanding the determinations made by the City Council that the
38 North Broadway Urban Renewal Area is appropriate for urban renewal projects, the
39 establishment of such area as blighted under the Urban Renewal Law and the implementation of
40 the activities and undertakings as contemplated under the Urban Renewal Law, including the tax
41 increment financing authorized to facilitate and accomplish such activities and undertakings,
42 such determinations have become increasingly divisive and political for the City and its citizens;

43
44 **WHEREAS**, in June, 2016, the court issued its order in Littleton v. Sakdol, which
45 resulted in the removal of land classified as agricultural from the Santa Fe Urban Renewal Plan
46 Area, including the property commonly known as the "Ensor Property;"

1 **WHEREAS**, the City Council of the City of Littleton desires to repeal the North
2 Broadway Urban Renewal Plan approved by the City Council, pursuant to and in conformance
3 with the requirements of the Urban Renewal Law.
4

5 **NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE**
6 **CITY OF LITTLETON, COLORADO, THAT:**
7

8 **Section 1:** The North Broadway Urban Renewal Plan approved by City Council
9 Resolution No. 142, Series 2014, is hereby and shall be repealed in its entirety and shall no
10 longer be of force or effect. The City Council finds and determines that adequate arrangements
11 have been made for any outstanding indebtedness and other obligations of the Littleton Invests
12 For Tomorrow Urban Renewal Authority related to the North Broadway Urban Renewal Plan.
13

14
15 **Section 2:** Severability. If any part, section, subsection, sentence, clause or phrase
16 of this ordinance is for any reason held to be invalid, such invalidity shall not affect the validity
17 of the remaining sections of this ordinance. The City Council hereby declares that it would have
18 passed this ordinance, including each part, section, subsection, sentence, clause or phrase hereof,
19 irrespective of the fact that one or more parts, sections, subsections, sentences, clauses or phrases
20 may be declared invalid.
21

22 **Section 3:** Repealer. All ordinances or resolutions, or parts thereof, in conflict with
23 this ordinance are hereby repealed, provided that this repealer shall not repeal the repealer
24 clauses of such ordinance nor revive any ordinance thereby.
25

26
27 INTRODUCED AS A BILL at a regularly scheduled meeting of the City Council of the
28 City of Littleton on the 4th day of October, 2016, passed on first reading by a vote of 5 FOR and
29 2 AGAINST; and ordered published by posting at Littleton Center, Bemis Library, the Municipal
30 Courthouse and on the City of Littleton Website.
31

32 PUBLIC HEARING on the Ordinance to take place on the 6th day of December, 2016, in
33 the Council Chamber, Littleton Center, 2255 West Berry Avenue, Littleton, Colorado, at the
34 hour of 6:30 p.m., or as soon thereafter as it may be heard.
35

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:

Ken Fellman
CITY ATTORNEY

North Broadway Urban Renewal Plan

City of Littleton, Colorado

North Broadway Urban Renewal Plan

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North Broadway Urban Renewal Plan

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North Broadway Urban Renewal Plan

City of Littleton, Colorado

1.0 Introduction

1.1 Preface

This North Broadway Urban Renewal Plan (the “Plan” or the “Urban Renewal Plan”) has been prepared for the City of Littleton (“City”). It will be carried out by Littleton Invests for Tomorrow (the “Authority” or LIFT), pursuant to the provisions of the Urban Renewal Law of the State of Colorado, Part 1 of Article 25 of Title 31, Colorado Revised Statutes, 1973, as amended (the “Act”). The administration and implementation of this Plan, including the preparation and execution of any documents implementing it, shall be performed by LIFT.

1.2 Blight Findings

Under the Act, an urban renewal area is a blighted area, which has been designated as appropriate for one or more Urban Renewal Projects. In each urban renewal area, conditions of blight, as defined by the Act, must be present, and in order for LIFT to exercise its powers, City Council must find that the presence of those conditions of blight, “substantially impairs or arrests the sound growth of the municipality or constitutes an economic or social liability, and is a menace to the public health, safety, morals or welfare.”

The North Broadway Area Conditions Survey, prepared by RickerCunningham, dated June, 2014, and presented to the LIFT Board under separate cover, demonstrates that the North Broadway Area (“Study Area”), as defined in the Survey, is a blighted area under the Act.

1.3 Other Findings

The Area, as defined in Section 1.4 below, is appropriate for one or more urban renewal activities and undertakings authorized by the Act to be advanced by LIFT.

It is the intent of the City Council in adopting this Plan that LIFT has available to it powers authorized in the Act which are necessary and appropriate to accomplish the objectives stated herein. Further, it is the intent of this Plan that LIFT exercise these powers for the elimination of qualifying conditions in the Area and furtherance of the goals and objectives of the community's general plan.

The powers conferred by the Act are for public uses and purposes for which public money may be expended. This Plan is in the public interest and necessity -- such finding being a matter of legislative determination by City Council.

1.4 Urban Renewal Area Boundaries

The Area includes all properties within the City limits as delineated in Figure No. 1 and described in the legal description presented in Appendix B. The boundaries of the Area include approximately 58 acres of land and 86 legal parcels and adjacent rights-of-way located in the vicinity of South Broadway (State Highway 75) between West Rafferty Gardens Avenue and East Orchard Avenue. Generally, the Area includes parcels located east of South Bannock Street, and west of South Sherman Avenue and South Logan Street. In case of a conflict the legal description presented in Appendix B shall prevail.

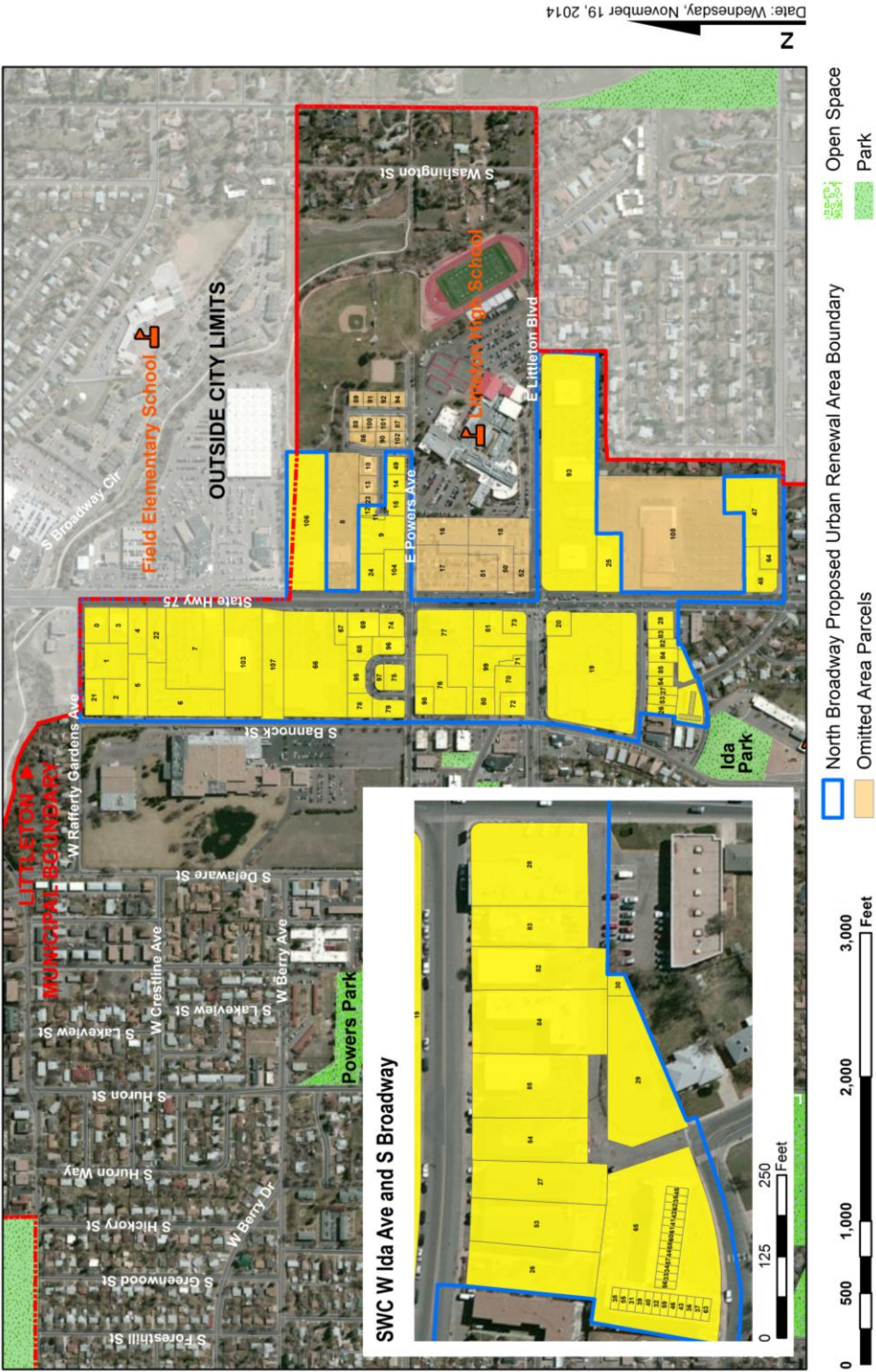
1.4.1 Map of North Broadway Urban Renewal Plan Area (Figure No. 1)

The Urban Renewal Area map is presented as Figure No. 1 on the following page.

1.5 Public Participation

The Plan's content was presented to business and property owners located within the Plan boundaries, as well as the community at-large, at an informational meeting held Monday, October 13, 2014 at the South Metro Denver Realtor Association offices at 7899 South Lincoln Court, Littleton, CO 80122. All property owners of record received notice of the meeting. The LIFT Board approved the plan on Monday, October 20, 2014 at a regular meeting of the Authority. Notification of the public hearing was provided to property owners, residents and owners of business concerns at their last known address of record within the Area as required by the Act. Notice of the public hearing to consider the Plan was published in the Littleton Independent.

Figure No. 1: North Broadway Urban Renewal Plan Area



The Planning Board reviewed the Plan in November 2014, and consider its consistency with the City's Comprehensive Plan, the Citywide Plan, a Section of the City of Littleton Comprehensive Plan, adopted 2014, as amended. Whereas it is the intent of LIFT and City Council to provide for public participation in proposed developments and planning efforts which advance the intent of the Plan; development proposals submitted for approval by LIFT will continue to be made available to the public in an open meeting format.

2.0 Definitions

Act – means the Urban Renewal Law of the State of Colorado, Part 1 of Article 25 of Title 31, Colorado Revised Statutes, as amended. Unless otherwise stated, all capitalized terms herein shall have the same meaning as set forth in the Act.

Activity Area - targeted areas that have potential for new development or redevelopment and are usually within the study area of a Corridor Plan or Neighborhood Plan. These can serve as catalyst areas for economic development efforts, public / private joint ventures or special districts to encourage innovative development (as defined in the Citywide Plan, adopted 2014).

Area or Urban Renewal Area – means the North Broadway Urban Renewal Plan Area as depicted in Figure No. 1 and legally described in Appendix B.

Authority – means Littleton Invests for Tomorrow (LIFT).

Base Amount – means that portion of property taxes which are produced by the levy at the rate fixed each year by or for each public body upon the valuation for assessment of taxable property in a Tax Increment Area last certified prior to the effective date of approval of the Plan; and, that portion of municipal sales taxes collected within the boundaries of the Tax Increment Area in the twelve-month period ending on the last day of the month prior to the effective date of approval of the Plan.

City Council – means the City Council of the City of Littleton.

Comprehensive Plan – means the Citywide Plan, a Section of the City of Littleton Comprehensive Plan, adopted 2014.

Cooperation Agreement – means any agreement between LIFT and the City, or any public body (the term “public body” being used in this Plan as defined by the Act) respecting action to be taken pursuant to any of the powers set forth in the Act or in any other provision of Colorado law, for the purpose of facilitating public undertakings deemed necessary or appropriate by LIFT under this Plan.

Corridor – generally represents linear areas along major arterial streets and including commercial corridors (as defined in the Citywide Plan, adopted 2014).

C.R.S. – means the Colorado Revised Statutes, as amended from time to time.

Economic Plan – means the City of Littleton Economic Plan, adopted 2013.

Impact Report – means the North Broadway Urban Renewal Plan - Arapahoe County Impact Report prepared by Ricker|Cunningham, dated October 2014 and presented to the LIFT Board under separate cover.

Plan or Urban Renewal Plan – means this North Broadway Urban Renewal Plan (the Plan).

Redevelopment / Development Agreement – means one or more agreements between LIFT and developer(s) and / or property owners or such other individuals or entities as may be determined by LIFT to be necessary or desirable to carry out the purposes of this Plan.

Study Area – means the geographic area defined for the Survey.

Survey – means the North Broadway Area Conditions Survey, prepared by Ricker|Cunningham, dated June, 2014 and presented to the LIFT Board under separate cover.

Tax Increment – means that portion of property and / or municipal sales taxes in excess of the base amount set forth in Section 7.3.2 of this Plan allocated to and, when collected paid into LIFT’s Tax Increment Revenue Fund.

Tax Increment Areas – means a Tax Increment Area, as defined and pursuant to the procedures set forth in Section 6.12 of this Plan.

Tax Increment Finance (or Financing) (TIF) - means a financing mechanism which uses future revenues resulting from private investment within an established area (Tax Increment Area) to fund improvements for the public benefit.

Tax Increment Revenue Fund - means a fund supervised by the Authority and the resources of which include incremental ad valorem property and municipal sales tax revenue resulting from investment and reinvestment in an established urban renewal area.

Urban Renewal Project – as defined in the Act.

3.0 Plan Purpose and Vision

The purpose of this Plan is to reduce, eliminate and prevent the spread of blight and to stimulate growth and investment within the Area boundaries. To accomplish this purpose, the Plan is intended to promote local objectives expressed in adopted community plans and advance the priorities of the Comprehensive Plan. The City of Littleton's Comprehensive Plan, known as the Citywide Plan, a Section of the City of Littleton Comprehensive Plan, was adopted in 2014. Presented below is an excerpt (taken verbatim) from that plan that describes its content and intentions for advancing *A Vision for the Future of Littleton*. Additional excerpts are presented in Appendix A of this Plan and referenced in Section 5.0 below.

3.1 Plan Vision

The Citywide Plan is comprised of two sections that guide the City's future land-use-related actions. The first – Part I: Goals and Policies – is based on values that were articulated through Inspire Littleton's two-year process of gathering community ideas and feedback. As explained, "These values reflect themes that resonated throughout citizen comments on why this community is special and what they would like Littleton to become." Further, "These core values form the foundation for the Neighborhood, Corridor, and Activity Area Plans that will guide development and decision- making tailored to the community's needs." Finally, "In this combination, future planning, development, land use, and zoning decisions should reflect the overarching Goals and Vision outlined here."

The second section – Part II: Transformative Actions – describes strategic actions in areas of primary importance necessary to achieve the citywide Goals and Policies outlined in Part I. As explained, "These actions will guide all underlying plan and policy documents, as well as zoning code changes, budget decisions, and capital investments.

To achieve the citizens' vision for Littleton, there must be a collaborative, long-term commitment to these strategic actions."

Vision for the Future of Littleton

Littleton is a community that embraces its authentic small-town qualities while enjoying the advantages of a metropolitan area. The city should continue to exemplify and promote a sustainable economy, environment, and society. Littleton will:

- Respect and build upon its history
- **Foster its small-town, family-friendly character**
- Be home to people of all ages and backgrounds
- Value livability, diversity, and progress
- Promote a vibrant economy for individuals, businesses, and the city as a whole
- Value the importance of its citizens and its natural resources
- **Manage and direct change**
- Strive for sustainability in economic, environmental, and social decisions
- **Raise the bar to increase the quality of community and economic development**

Note: Those bolded in **red** above are particularly relevant as they relate to the objectives stated in this Plan.

3.2. Plan Objective

The objective of this Plan is to alleviate conditions of blight by actively promoting investment and reinvestment within its commercial corridors and to make financial resources available to assist its partners (private, public, non-profit and others) with addressing those conditions of blight identified herein, especially those that render projects within its boundaries infeasible.

3.3 Plan Development and Design Objectives

All development in the Area shall conform to the zoning code and any site-specific zoning regulations or policies which might impact properties, all as are in effect and as may be amended from time to time. Although the Act authorizes LIFT to: undertake

zoning and planning activities to regulate land use, establish maximum or minimum densities, and institute other building requirements in an urban renewal area; for the purpose of this Plan, LIFT anticipates that the City will regulate land use and building requirements through existing municipal codes and ordinances.

General objectives include redevelopment of properties within the Area for the purpose of generating revenue sufficient to fund public improvements that address conditions of blight and facilitate investment. Specific objectives expressed by property owners, residents and business owners who participated in meetings held in association with development of Plan include the following:

1. Eliminate and prevent blight by facilitating redevelopment.
2. Implement elements of the Comprehensive Plan.
3. Support and advance actions identified in existing plans related to development of vacant and under-utilized parcels particularly in commercial corridors that are consistent with the vision of this Plan.
4. Provide public infrastructure and make more efficient use of existing land.
5. Promote sustainability - development, fiscal, resource, etc.
6. Advance product types that can leverage public investment in planned improvements including multiple modes of transportation (vehicular and non-vehicular).
7. Improve pedestrian realm improvements in a manner appropriate given traffic loads and speeds.
8. Encourage economic sustainability throughout the community and growth in appropriate locations.
9. Provide a range of financing mechanisms for improvements.
10. Support existing industry by encouraging a stronger jobs-housing balance.
11. Encourage growth and stability in local businesses.
12. Facilitate public-private partnerships.

3.4 Plan Implementation

As the plan administrator, LIFT will seek to advance the Plan objectives through the following if deemed necessary:

- Financing of redevelopment projects and critical infrastructure; and
- Agreements with private, public and other partners to undertake redevelopment projects.

LIFT will work in cooperation with the City to advance objectives through:

- Investment in the public realm (roadway, parks, open space);
- Encouragement of development consistent with or exceeding existing standards;
- Provision of supportive programs to existing area businesses; and
- Judicious use of limited resources.

4.0 Blight Conditions

Before an urban renewal plan can be adopted by the City, the Area must be determined to be a “blighted area” as defined in Section 31-25-103(2) of the Act, which provides that, in its present condition and use, the presence of at least four (or five in cases where the use of eminent domain is anticipated), of the following factors (see below) in the Area, substantially impairs or arrests the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare:

- (a) Slum, deteriorated, or deteriorating structures;
- (b) Predominance of defective or inadequate street layout;
- (c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
- (d) Unsanitary or unsafe conditions;
- (e) Deterioration of site or other improvements;
- (f) Unusual topography or inadequate public improvements or utilities;
- (g) Defective or unusual conditions of title rendering the title nonmarketable;
- (h) The existence of conditions that endanger life or property by fire or other causes;
- (i) Buildings that are unsafe or unhealthy for persons to live or work in because of building code violations, dilapidation, deterioration, defective design, physical construction, or faulty or inadequate facilities;
- (j) Environmental contamination of buildings or property;

- (k.5) The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements; or
- (l) If there is no objection by the property owner or owners and the tenant or tenants of such owner or owners, if any, to the inclusion of such property in an urban renewal area, “blighted area” also means an area that, in its present condition and use and, by reason of the presence of any one of the factors specified in paragraphs (a) to (k.5) of Section 31-25-103(2), substantially impairs or arrests the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare.

The general methodology for conducting the Survey is to: (i) define the Study Area; (ii) gather information about properties, infrastructure and other improvements within that Study Area; (iii) evaluate evidence of blight through field reconnaissance, review of aerial photography, discussions with representatives of various City departments; and, (iv) record observed and documented conditions listed as blight factors in the Act.

Among the 11 qualifying factors identified in the Act, the Survey describes the presence of the following 11 blight factors in both the Study Area and Area which is the subject of this Plan.

- (a) Slum, deteriorated, or deteriorating structures;
- (b) Predominance of defective or inadequate street layout;
- (c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
- (d) Unsanitary or unsafe conditions;
- (e) Deterioration of site or other improvements;
- (f) Unusual topography or inadequate public improvements or utilities;
- (g) Defective or unusual conditions of title rendering the title nonmarketable;
- (h) The existence of conditions that endanger life or property by fire or other causes;
- (i) Buildings that are unsafe or unhealthy for persons to live or work in because of building code violations, dilapidation, deterioration, defective design, physical construction, or faulty or inadequate facilities;
- (j) Environmental contamination of buildings or property; and
- (k5) The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements.

5.0 Plan Relationship to Other Community Documents

5.1 Plan Conformity

As supported by specific references presented herein, implementation of this Plan will further the objectives and requirements of the Comprehensive Plan with respect to development and redevelopment, particularly within the community's commercial corridors. In addition, as development occurs in the Area, it shall conform to the Comprehensive Plan and any subsequent updates, as well as regulating documents including the current building code or other rules, regulations, and policies promulgated pursuant thereto. Any site-specific planning documents that might impact properties in the Area including, but not limited to City-approved site, drainage, and public improvement plans; and, any applicable City design standards, all as may be in effect and amended from time to time, will also be adhered to. Finally, conditions of blight within the Area will be remedied by the Plan and redevelopment by private enterprise to the extent possible, but will need to first be identified as a priority investment by LIFT in consultation with the City and affected property owners. It is the Plan's intent that public improvements will be phased as the market allows and funded in part by tax increment revenues.

5.2 Consistency with the Comprehensive Plan

As explained earlier, a general plan for the City, known as the Citywide Plan, a Section of the City of Littleton Comprehensive Plan, was adopted in 2014. LIFT, with the cooperation of the City, private enterprise and other public bodies, will undertake projects and activities described herein in order to eliminate the identified conditions of blight while also implementing the goals and objectives of the Comprehensive Plan and all other City adopted plans which impact properties within the Area. Key goals and policies of that plan which this North Broadway Urban Renewal Plan will advance are described in detail in Appendix A.

5.2.1 Neighborhoods, Corridors and Activity Areas Map (Figure No. 2)

The location of the city's commercial corridors, including the one that is the subject of this Plan, is reflected on the Neighborhoods, Corridors and Activity Areas Map which appears in the Citywide Plan and here as Figure No. 2. In that Citywide Plan, North Broadway is described as both a Corridor and Activity Area. Definitions for these geographies are presented in Section 2.0.

5.2.2 Generalized Current Land Use Map (Figure No. 3)

The Area, in relation to the City, is reflected in the City's Generalized Current Land Use Map which appears in the Citywide Plan and here as Figure No. 3.

5.3 Correlation with Other Community Plans

Implementation of this Plan will be consistent with development objectives expressed in all City adopted and accepted plans that speak specifically to properties in the Area. In addition to the Comprehensive Plan, this Plan will advance the priorities of the city's Economic Plan, as also described in Appendix A.

6.0 Authorized Authority Undertakings and Activities

Whereas the Act allows for a wide range of activities to be used in the implementation of an urban renewal plan, it is LIFT's intent to provide both financial assistance and public improvements in partnership with property owners and other affected parties in order to accomplish the objectives stated herein. Public-private partnerships and other forms of cooperative development will be essential to LIFT's strategy for preventing the spread of blight and eliminating existing blighting conditions. Specific undertakings of the Authority in the furtherance of this Plan are described as follows.

6.1 Complete Public Improvements and Facilities

LIFT may, or cooperate with others to, finance, install, construct, and reconstruct any public improvements. Additionally, LIFT may, or cooperate with others to, demolish and clear existing improvements for the purpose of promoting the objectives of the Plan and the Act.

While public projects should, whenever possible, stimulate (directly and indirectly) desired private sector investment, it is the intent of this Plan that the combination of public and private investment that occurs in the Area will contribute to the overall economic well-being of the community at-large.

As described in Section 4.0 of this Plan, 11 qualifying conditions of blight, as defined in Section 31-25-103(2) of the Act, are evident in the Area. This Plan proposes to remedy

Figure No. 2: Neighborhoods, Corridors and Activity Areas Map

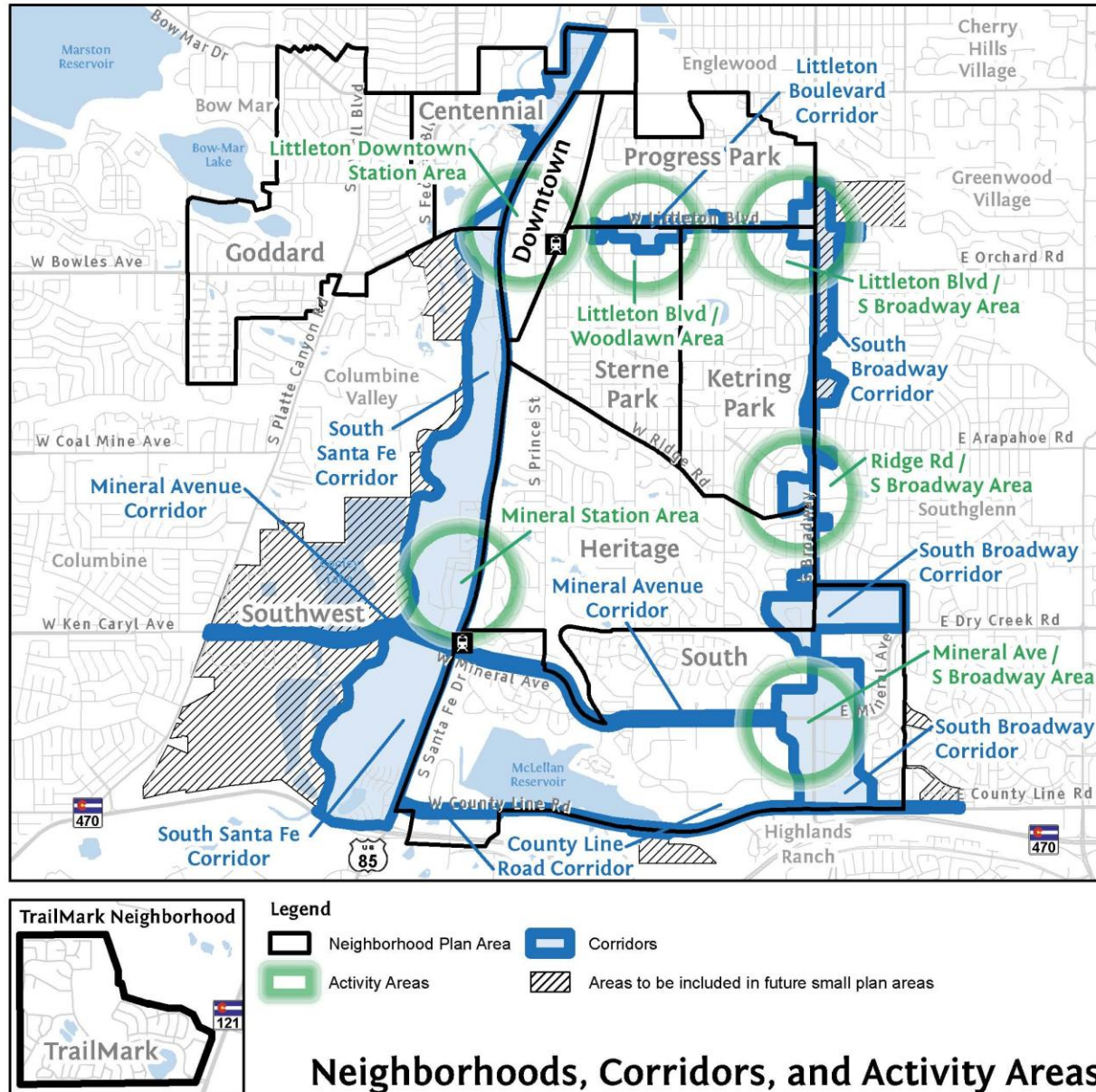
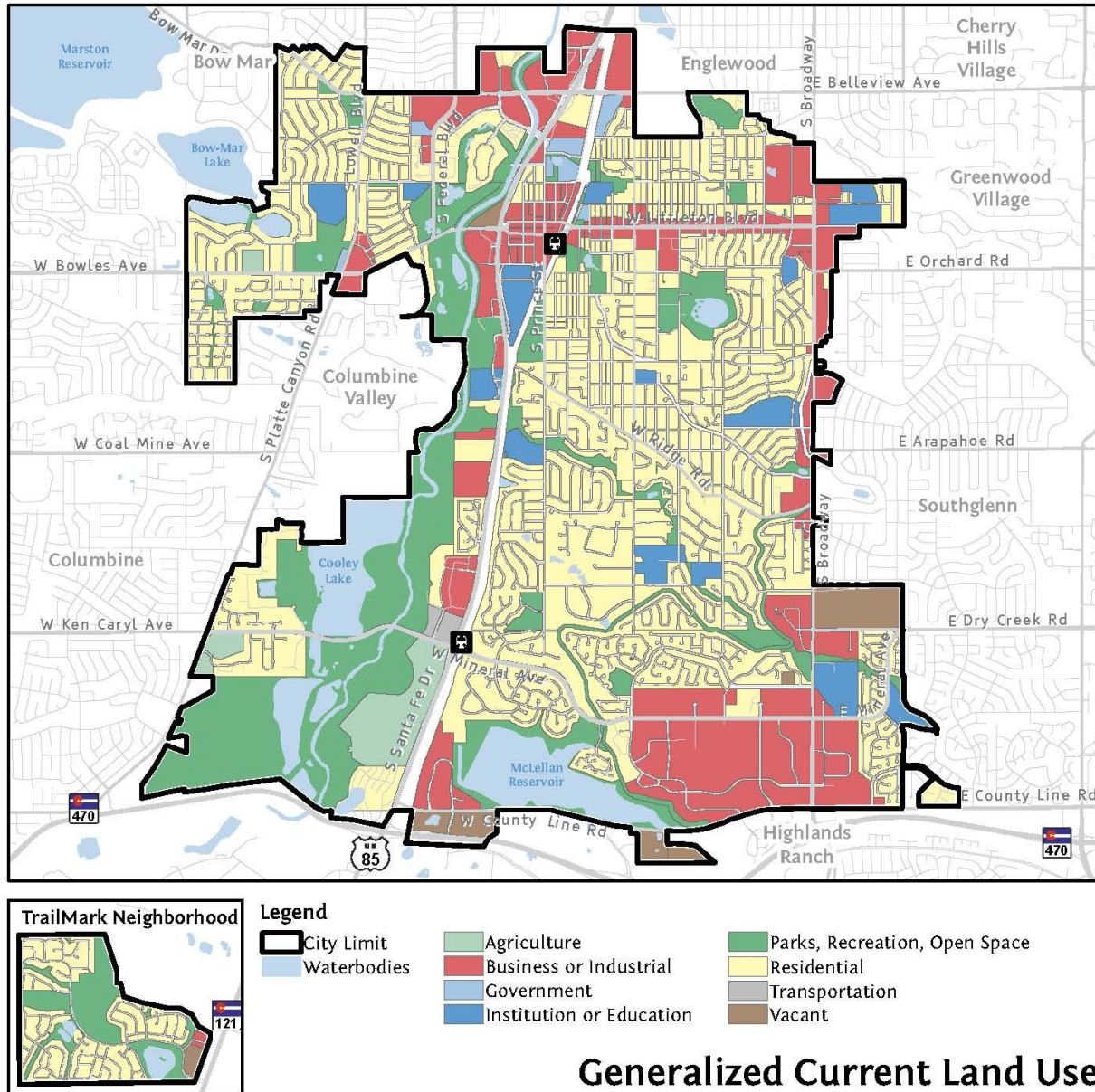


Figure No. 3: Generalized Current Land Use Map



those conditions, to the extent possible, by providing certain public improvements and facilities, and financial assistance for items including, but not limited to the following:

- (a) Slum, deteriorated, or deteriorating structures: improvements to commercial office, retail and multi-family buildings and other structures including fascias, fences and retaining walls;
- (b) Predominance of defective or inadequate street layout: construction of complete sidewalks and driveways on roadways connecting to the corridor, paving and repaving of parking lots and roadways, installation of street lighting, along with gateway and safety improvements;
- (c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness: access improvements; and, property assemblages in an effort to enforce parking and other provisions of the code, and promote a safe environment;
- (d) Unsanitary or unsafe conditions: in addition to improvements identified in (b) and (c) above, construction of public design enhancements which promote a safe pedestrian environment; offer resources to offset extraordinary costs associated with construction of retaining walls needed to stabilize steep slopes and fill to elevate building pads within flood zones; removal of hazardous contaminants; installation of fire protection equipment; and, safety improvements.
- (e) Deterioration of site or other improvements: improvements to parking, landscaping and signage at a level expected by or exceeding existing zoning;
- (f) Unusual topography or inadequate public improvements or utilities: on-site and off-site infrastructure improvements (including drainage) associated with steep slopes and grade changes; under-grounding of overhead utilities; roadway improvements including curbs and gutters, sidewalks and lighting; and, alley paving as identified under (b) above;
- (g) Defective or unusual conditions of title rendering the title nonmarketable: financial assistance to minimize the economic impact of avoiding or relocating utility easements;
- (h) The existence of conditions that endanger life or property by fire or other causes: improvements to and completion of infrastructure for non-vehicular movement; installation of fire protection equipment; construction of public design enhancements which promote safety for pedestrians; elevation of building pads out of existing flood zones; and removal of hazardous contaminants (items previously identified above);
- (i) Buildings that are unsafe or unhealthy for persons to live or work in because of building code violations, dilapidation, deterioration, defective design, physical construction, or faulty or inadequate facilities: structural improvements to commercial office and retail buildings and other structures identified under (a)

above; and, completion of adequate fencing to protect pedestrians from unprotected trash and outdoor storage;

- (j) Environmental contamination of buildings or property: removal of hazardous contaminants or other related threats; and
- (k5) The existence of health, safety, or welfare factors requiring high levels of municipal services or substantial physical underutilization or vacancy of sites, buildings, or other improvements: financial assistance for eligible expenses as defined by the Act which render property development and redevelopment in the Area infeasible; and, completion of safety improvements which mitigate criminal, medical and traffic incidents.

6.2 Complete Other Improvements and Facilities

Whereas there could be non-public improvements in the Area that may be required to accommodate development and redevelopment and still benefit the public, LIFT may assist in the financing or construction of these improvements to the extent authorized by the Act.

6.3 Promote Development and Redevelopment

A key concept associated with implementation of the Plan is targeted investment that will serve to catalyze development throughout the Area and fund future public improvements. The potential impact of this investment to Arapahoe County is quantified in the North Broadway Urban Renewal Plan – Arapahoe County Impact Report presented to the LIFT Board under separate cover.

6.4 Adopt Standards

As stated earlier, all development in the Area shall conform to applicable rules, regulations, policies, other requirements, and standards of the City, along with any other governmental entity which has jurisdiction in the Area. While the Act allows for the adoption of standards and requirements applicable to projects undertaken in an urban renewal area, in the context of this Plan, it is LIFT's intention that investment in the Area conform to City-approved documents.

6.5 Modify the Plan

LIFT may propose, and the City Council may make, modifications to this Plan as may be necessary provided they are consistent with the Comprehensive Plan and any subsequent updates. Additionally, any such amendments made in accordance with this Plan and as otherwise contemplated, must also be compliant with the Act. Finally, LIFT may, in specific cases, allow non-substantive variations from the provisions of this Plan if it determines that a literal enforcement of the provision would constitute an unreasonable limitation beyond the intent and purpose stated herein.

6.6 Review the Plan

The ongoing review process for the Plan is intended to provide a mechanism to allow those parties responsible for administering and implementing key projects within its boundaries to periodically evaluate its effectiveness and make adjustments to ensure efficiency in implementing these activities. To this end, the following steps are presented to serve as a guide for future Plan review:

- (a) LIFT may propose modifications, and the City Council may make such modifications as may be necessary provided they are consistent with the Comprehensive Plan and any subsequent updates, as well as the Act.
- (b) Modifications may be developed from suggestions by LIFT, property and business owners, and City staff operating in support of LIFT and advancement of this Plan.

6.7 Provide Relocation Assistance

While it is not anticipated as of the date of this Plan that acquisition of real property will result in the relocation of any individuals, families, or business concerns; if such relocation becomes necessary, LIFT will adopt a relocation plan in conformance with the Act.

6.8 Demolish, Clear and Prepare Improvements

While not anticipated as of the date of this Plan, LIFT may, on a case-by-case basis, elect to demolish or cooperate with others to clear buildings, structures and other improvements within the Area in an effort to advance projects deemed consistent with

the vision stated herein. Additionally, existing Development or Cooperation Agreements may require such demolition or site clearance to eliminate unhealthy, unsanitary, and unsafe conditions, eliminate obsolete and other uses detrimental to the public welfare, and otherwise remove and prevent the spread of deterioration.

6.9 Acquire and Dispose of Property

While the Act allows for the acquisition of property by negotiation or any other method, it is not the intent of this Plan that LIFT uses its resources to acquire property by eminent domain. Further, while the urban renewal law permits acquisition by eminent domain, in the context of this Plan the LIFT Board will confer decisions of eminent domain to the Littleton City Council. Properties acquired by entities other than the Authority may temporarily be operated, managed and maintained by the Authority if requested to do so by the acquiring entity and deemed in the best interest of the Urban Renewal Project and the Plan. Such property shall be under the management and control of the Authority and may be rented or leased pending its disposition for redevelopment.

LIFT may sell, lease, or otherwise transfer real property or any interest in real property subject to covenants, conditions and restrictions, including architectural and design controls, time restrictions on development, and building requirements in accordance with the Act and this Plan.

6.10 Enter Into Redevelopment / Development Agreements

LIFT may enter into Redevelopment / Development Agreements or other contracts with developer(s) or property owners or such other individuals or entities determined to be necessary to carry out the purposes of this Plan. Further, such Agreements, or other contracts, may contain terms and provisions deemed necessary or appropriate for the purpose of undertaking the activities contemplated by this Plan and the Act. Any existing agreements between the City and private parties that are consistent with this Plan are intended to remain in full force and effect, unless all parties to such agreements agree otherwise.

6.11 Enter Into Cooperation Agreements

For the purpose of this Plan, LIFT may enter into one or more Cooperation Agreements pursuant to the Act. Whereas the City and LIFT recognize the need to cooperate in the

implementation of this Plan, these Cooperation Agreements may include without limitation the planning, financing, installation, construction and / or reconstruction of public or other eligible improvements. This paragraph shall not be construed to require any particular form of cooperation.

6.12 Create Tax Increment Areas

The boundaries of the Urban Renewal Area shall be as set forth in Section 1.5 and more fully described in Appendix B. It is the intent of the City Council in approving this Plan to authorize the use of tax increment financing by the Authority as part of its efforts to advance the vision, objectives and projects described herein. Pursuant to the provisions of Section 31-25-107(9) of the Act, the City Council in approving this Plan further contemplates that a single Tax Increment Area will be created within the Urban Renewal Area as development occurs. Notwithstanding such distinction, the Authority is specifically authorized to expend the revenue from property and sales tax increments to the extent authorized by the Act and this Plan. However, improvements which enhance the financial viability of existing businesses and / or redevelopment of these businesses will be a priority use for these resources, not the acquisition of real property by eminent domain. See Section 6.9 above.

While this North Broadway Urban Renewal Plan contemplates that the primary method of assisting with financing eligible expenses in the Area will be through the use of Property Tax Increment revenue, City Council hereby determines to allocate Municipal Sales Tax Increment upon adoption of this Amended Plan. Such Municipal Sales Tax Increment shall be used for a particular Urban Renewal Project upon approval of a Cooperative Agreement (sales tax sharing agreement) between the Authority and City, whereas the sharing of Municipal Sales Tax Incremental revenues is specifically authorized by this Plan without the need for further modification or amendment of the same. Such agreements shall be authorized after receipt of a financing plan outlining the proposed amounts and purpose for which the Municipal Sales Tax Increment is to be used. Upon City Council approval of said Cooperative Agreement, the Municipal Sales Tax Increment will be allocated and distributed in accordance with the tax increment financing provisions of Section 31-25-107 (9), C.R.S., which is by this reference incorporated herein as if set forth in its entirety.

Unless specifically provided for to the contrary, upon adoption of this Plan, incremental tax revenues, if any, levied and collected upon taxable property in the Tax Increment Area, shall be allocated to the Authority as set forth for a period not to exceed the statutory limitation of twenty-five years, and preferably for a lesser period as provided in any Cooperation Agreement and / or Redevelopment / Development Agreement.

7.0 Project Financing

7.1 Public Investment Objective

A critical component to the success of any urban renewal strategy is participation by both the public and private sectors. Leveraging of resources will be key as no one entity, either public or private, has sufficient resources alone to sustain a long-term improvement effort. Possible public investments may include, but will not be limited to completing: pedestrian improvements including construction of sidewalks, street lights, and other design enhancements intended to improve safety for vehicular and non-vehicular movement; roadway improvements including curbs, gutters, and drainage infrastructure; and, utilities under the authority of the City; as well as, providing financial assistance for expenses considered eligible under the Act.

7.2 Financial Mechanisms

LIFT may finance undertakings pursuant to this Plan by any method authorized under the Act or any other applicable law, including without limitation of the following: issuance of notes, bonds and other obligations as defined in the Act in an amount sufficient to finance all or part of this Plan; borrowing of funds and creation of indebtedness; reimbursement agreements; and / or utilization of the following: federal or state loans or grants; interest income; annual appropriation agreements; agreements with public or private entities; and loans, advances and grants from any other available sources. The principal, interest, costs and fees on any indebtedness are to be paid for with any lawfully available funds of LIFT.

Debt may include bonds, refunding bonds, notes, interim certificates or receipts, temporary bonds, certificates of indebtedness, or any other obligation lawfully created.

7.3 Tax Increment Financing

Activities may be financed by LIFT under the tax increment financing provisions of the Act. Such tax incremental revenues may be used for a period not to exceed the statutory requirement, which is presently twenty-five years after the effective date of creation of a new Tax Increment Area as set forth in Section 6.12 above.

7.3.1 Special Fund

In accordance with the requirements of the law, LIFT shall establish a Tax Increment Revenue Fund for the deposit of all funds generated pursuant to the division of ad valorem property and municipal sales tax revenue described in this section.

7.3.2 Base Amount

The Base Amount includes that portion of the property taxes which are produced by the levy at the rate fixed each year by or for each public body upon the valuation for assessment of taxable property in the Tax Increment Area last certified prior to the effective date of approval of the Plan (or future amendments); and, that portion of municipal sales taxes collected within the boundaries of the Tax Increment Area in the twelve-month period ending on the last day of the month prior to the effective date of approval of the Plan and paid to the public body, as are all other taxes collected by or for said public body.

7.3.3 Incremental Revenues

Incremental revenues include that portion of property taxes, and if authorized by City Council, municipal sales taxes, in excess of the base amount set forth in Section 7.3.2 above shall be allocated to and, when collected paid into the Authority's Tax Increment Revenue Fund. The Authority may use these funds to pay the principal of, the interest on, and any other premiums due in connection with the bonds of, loans or advances to, or indebtedness incurred (whether funded, refunded, assumed, or otherwise) by the Authority, for financing or refinancing, in whole or in part, any portion of an Urban Renewal Project considered eligible under the Act. Unless and until the total valuation for assessment of taxable property in any Tax Increment Area exceeds the base valuation, all of the taxes levied upon taxable property in the Tax Increment Area shall be paid into the funds of the respective public bodies. Also, when such bonds, loans, advances and indebtedness, including interest thereon and any premiums due in connection therewith, have been paid, all taxes upon the same taxable property shall be paid to the respective public bodies.

Further, the incremental portion of said taxes, as described in this subsection 7.3.3, may be irrevocably pledged by the Authority for the payment of, principal and interest on, and any premiums due in connection with, such bonds, loans,

advances and / or indebtedness incurred by the Authority to finance an Urban Renewal Project (as defined in the Act); except:

- (a) Any offsets collected by the County Treasurer for return of overpayments or any funds reserved by the Authority for such purposes in accordance with Section 31-25-107(9)(a)(III) and (b), C.R.S.
- (b) Any reasonable (as determined by the Authority) set-asides or reserves of incremental taxes paid to the Authority for payment of expenses associated with administering the Plan.

If there is any conflict between the Act and this Plan, the provisions of the Act shall prevail, and the language in the Plan automatically deemed to conform to the statute.

7.4 Other Financing Mechanisms / Structures

The Plan is designed to provide for the use of Tax Increment Financing as one tool to facilitate investment and reinvestment within the Area. However, in addition to Tax Increment Financing, LIFT shall be authorized to finance implementation of the Plan by any method authorized by the Act. LIFT is committed to making a variety of strategies and mechanisms available which are financial, physical, market and organizational in nature. It is the intent of this Plan to use the tools either independently or in various combinations. Given the obstacles associated with redevelopment, LIFT recognizes that it is imperative that solutions and resources be put in place which are comprehensive, flexible and creative. Finally, LIFT may contract with the City to administer various incentives.

8.0 Severability

If any portion of this Plan is held to be invalid or unenforceable, such invalidity will not affect the remaining portions of the Plan.

North Broadway Urban Renewal Plan

City of Littleton, Colorado

Appendix A:

Citywide Plan, a Section of the City of Littleton Comprehensive Plan, adopted 2014 (taken verbatim)

City of Littleton Economic Plan, adopted 2013 (excerpts taken verbatim)

Following are several excerpts from the Citywide Plan, a Section of the City of Littleton Comprehensive Plan, adopted 2014, taken verbatim, for which the actions of this North Broadway Urban Renewal Plan will address.

Introduction

Purpose

The Comprehensive Plan provides a broad vision for the city's future. It offers a framework for decisions affecting private and public development. It is the mission statement and guide for the city's land use-related regulatory tools and programs, including zoning and the capital improvements program. The Comprehensive Plan includes both a Citywide Plan, provided herein, and more detailed Small Area Plans for Neighborhoods, transportation-based Corridors, and Activity Areas, provided separately. While the Citywide Plan addresses larger issues, the Small Area Plans address more detailed issues and provide more detailed recommendations. All Small Area Plans are consistent with, and help advance the implementation of, the Citywide Plan.

Use

Citizens, property owners, developers, city staff, and appointed and elected city officials use the Comprehensive Plan according to their respective roles in the decision-making process.

Because the plan cannot anticipate all issues and questions, it does not include policies that will address every situation. In those cases where it does not address a situation or issue, but the issue has citywide ramifications and needs a citywide perspective, users should base their interpretation on the Vision, Goals, Policies, and Transformative Actions. In these cases, users should also rely on more specific direction provided in the relevant Neighborhood, Corridor, and Small Area plans. Similarly, the complexity of land use-related issues may result in a conflict between Policies. Again, users should base their analysis and interpretation on other elements of the plan.

The Comprehensive Plan provides guidelines for development decisions through the Vision, Goals, and Policies in the Citywide Plan and the more specific Goals and Policies in Small Area Plans for Neighborhoods, Corridors, and Activity Areas.

Demographics

The Vision, Goals, Policies, and Actions in the Comprehensive Plan reflect the city's demographic trends. Figures B and C on the following page represent two of the most significant changes in Littleton's population between 1980 and 2010. The average household size, as represented by Figure B, has decreased from 2.65 persons per household to 2.25. That reduction is paralleled by the trend illustrated in Figure C, which demonstrates that both the largest and the second largest population groups have progressively shifted to older age categories, as residents who were parents of young children, and their children, have both aged. The land use implications of these two trends include a reduction in school age populations, a resulting decline in school enrollments, and a reprogramming of schools in order to maximize efficiencies and reduce costs. As a result, there is a desire to attract young residents to enjoy the city's family-friendly neighborhoods and amenities and to help the school district retain its high standards. The same trends have resulted in an increasing desire for housing, services, and infrastructure that meet the needs of older residents.

Implementation

Strategic implementation of the Comprehensive Plan will occur over time. The plan will guide the majority of implementation through its use as a framework for development-related decisions and capital improvements. Business cycles, competing needs, unanticipated opportunities, and available resources will influence implementation schedules. Detailed work programs will reflect those factors and facilitate implementation.

Planning Process

Following its launch in May 2012, Inspire Littleton, the city's public outreach element of the comprehensive planning process, generated great enthusiasm, garnered an enviable rate of public participation, and did an excellent job marketing the process and the plan. Early in the process, more than 100 people participated in planning forums across the city.

InspireLittleton.org, the city's interactive website, ran throughout the planning and review process and welcomed more than 600 individuals as they registered and participated in the ongoing community discussion. As part of the outreach at public forums, parades, and other community events, nearly 1,000 people wrote ideas on sticky notes and posted them on the Inspire Littleton idea boards. Some drew pictures representing what they love about Littleton or what they think would make Littleton an even better place to live. As of November 2013, the 608 active participants on the website, 7,106 visitors, and 51,752 page views generated 557 ideas and provided 857 comments on those ideas.

Updating

A snapshot in time, the Comprehensive Plan should be monitored for its effectiveness and regularly updated to better reflect current conditions, issues, and opportunities. At a minimum, the planning board should initiate a Comprehensive Plan review every five years and, if deemed necessary, update the plan.

Related Plans

The 2013 Comprehensive Plan has two sections: the Citywide Plan and the small area plans. Whereas the Citywide Plan provides the foundation for the comprehensive plan, the small area plans provide specific objectives, strategies, and metrics for each of the targeted small areas. The small area plans are divided into three categories: neighborhood plans, corridor plans, and activity area plans, as shown on the following page in Figure D.

- Neighborhood plans address a specific residential area within the city. There are nine neighborhoods defined within the city boundaries. Each neighborhood plan will be updated as deemed necessary by the planning board and city council. A list of all neighborhood plans is listed in Figure D. As neighborhood plans are updated or created (where no plan exists currently), public outreach will be conducted to solicit input from residents in the neighborhood. As plans are updated, neighborhood boundaries may be revised to better represent the current and anticipated conditions.
- Corridors generally represent linear areas along major arterial streets and commercial corridors. Figure E illustrates the preliminary configuration of the corridors. The boundaries of neighborhood plans and corridor plans will not overlap to avoid conflicting objectives. Each corridor plan will define specific objectives, strategies, guidelines, and metrics for achieving its goals and policies.
- Activity Areas are targeted areas that have a potential for new development or redevelopment and are usually within the study area of a corridor plan or neighborhood plan. These can serve as catalyst areas for economic development efforts, public / private joint ventures, or special districts to encourage innovative development. Each activity area plan will define specific objectives, strategies, guidelines, and metrics for encouraging, designing, and implementing development that stimulates the area and complements the underlying corridor plan and/or neighborhood plan(s). Preliminary activity areas have been identified in Figure d, but the planning board and city council may add or delete activity areas as market conditions change. Activity area plans may be contained within corridor plans or neighborhood plans.

Other reports and documents used to draft the 2014 Citywide Plan are regional land use plans; state, regional, and city transportation plans; and park plans. These documents complement the comprehensive plan and are considered to be advisory to it, even though they may not be referenced individually by the plan or adopted as elements of the plan.

A. Citywide Plan

The Citywide Plan is comprised of two sections that guide the city's future land-use-related actions. The first – **Part I: Goals and Policies** – is based on values that were articulated through Inspire Littleton's two year process of gathering community ideas and feedback. These values reflect themes that resonated throughout citizen comments on why this community is special and what they would like Littleton to become. These core values form the foundation for the Neighborhood, Corridor, and Activity Area Plans that will guide development and decision-making tailored to each community's needs. In this combination, future planning, development, land use, and zoning decisions should reflect the overarching Goals and Vision outlined here.

The second section – **Part II: Transformative Actions** – describes strategic actions in areas of primary importance necessary to achieve the citywide Goals and Policies outlined in Part I. These actions will guide all underlying plan and policy documents, as well as zoning code changes, budget decisions, and capital investments. To achieve the citizens' vision for Littleton, there must be a collaborative, long-term commitment to these strategic actions.

Vision for the Future of Littleton

Littleton is a community that embraces its authentic small-town qualities while enjoying the advantages of a metropolitan area. The city should continue to exemplify and promote a sustainable economy, environment, and society. Littleton will:

- Respect and build upon its history
- Foster its small-town, family-friendly character
- Be home to people of all ages and backgrounds
- Value livability, diversity, and progress
- Promote a vibrant economy for individuals, businesses, and the city as a whole
- Value the importance of its citizens and its natural resources

- Manage and direct change
- Strive for sustainability in economic, environmental, and social decisions
- Raise the bar to increase the quality of community and economic development

Part 1: Goals and Policies

Goal 1: A Dynamic Littleton

Foster a vibrant and evolving community.

A Dynamic Littleton – Policies

- 1.1 Generate more opportunities for residents to live, shop, and play where they work and to work, shop, and play where they live.
- 1.5 Identify the Activity Areas, such as those around the light rail stations that might benefit from public / private investment.

Partner with private-sector individuals and entities to explore, promote, and follow-through with the best prospects.
- 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.
- 1.7 Evaluate the redevelopment potential of blighted properties. Work with owners throughout the redevelopment process to encourage sustainable uses and design to optimize mitigation of possible negative effects on adjacent uses.
- 1.8 Require that new commercial development be appropriately buffered from adjacent uses.

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.

An Outdoor Littleton - Policies

- 2.1 Treat the South Platte River and its tributaries as one of the city's most important assets.
 - a. Inventory, protect, and enhance the river's primary natural areas and wildlife habitat.

- 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 with 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.

2.3 Encourage inviting outdoor activity and gathering places in new developments.

Goal 3: A Connected Littleton

Enhance local, regional, and global linkages - physical, social, and technological.

A Connected Littleton - Policies

- 3.1 Incorporate the concept of complete streets into the city's efforts to better accommodate and reduce conflicts among multiple modes of traffic and to help make the city more pedestrian, bicycle, and vehicle- friendly.
- 3.2 Increase the walkability of neighborhoods and develop an inviting citywide pedestrian network.
- 3.3 Upgrade and augment the citywide pedestrian and bicycle connections into Downtown and to RTD's light rail stations.
- 3.4 Provide inviting connections between commercial development and adjacent residential neighborhoods.
- 3.5 Provide public gathering places and support public enjoyment of these spaces through activities such as parades, fairs, bazaars, sitting, talking, eating and playing.
- 3.6 Generate a creative and comprehensive way- finding system that reinforces Littleton's sense of place, while providing directions within the city.
- 3.7 Remain technologically current while integrating information and communication technology throughout the city.
- 3.8 Endorse Metro Vision 2035, as approved by the Denver Regional Council of Governments (DRCOG) and accepted by the City of Littleton, both in 2005.

Goal 4: A Distinctive Littleton

Maintain and expand upon the characteristics that make Littleton an authentic and distinctive community.

A Distinctive Littleton - Policies

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- 4.2. Encourage preservation of historic structures, districts, and places that are significant to Littleton history.
- 4.4. Encourage “architecture of place” and small, independent businesses that differentiate Littleton from nearby municipalities.
- 4.5. Create distinctive gateways to the city, its downtown, and other points of interest.

Part II: Transformative Actions

The three actions described below are the most critical steps for achieving the city’s Vision, Goals, and Policies. Successful completion of these actions requires a comprehensive and long-term commitment; concerted effort; collaboration between local, regional, and governing agencies; and private-sector investment.

Transformative Action 2: Focus on Activity Areas and Corridors

- 2.1 Identify and designate as Activity Areas or Corridors those locations or street corridors, respectively, where additional new development or redevelopment is desired and either occurring or anticipated. Designated areas should be those that will have the most transformative impacts on achieving the city's Vision.
- 2.2 Use tools such as small area plans, zoning, capital improvements, and other incentives to set the stage for redevelopment and new development in designated activity areas and corridors.
- 2.3 Encourage desired development and redevelopment in designated activity areas and corridors.

Transformative Action 3: Direct Littleton’s Growth

- 3.5 Implement the city's economic plan; review and revise it as necessary in order to remain current. See the city’s website, littletongov.org, for a link to the plan.

The Comprehensive Plan is the foundation of both quasi-judicial land-use decisions and administrative decision-making. The Citywide Plan provides an overall decision making framework and the neighborhood, corridor, and activity area plans provide more detailed guidance.

City of Littleton Economic Plan, adopted 2013 (excerpts taken verbatim)

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Introduction

Littleton is a city with many assets. It is a great community in which to live, work and play. It possesses an attractive hometown feeling, an extensive system of parks and interconnected trails, a historic Main Street, light rail access and superior public schools. These attributes are a strong foundation on which to build ongoing economic vitality and a proactive plan for strategic development. Other states and neighboring communities have outlined plans and identified tools that help attract and retain businesses and guide the development of vacant land, underutilized corridors, infill improvements, and the revitalization of residential areas. To remain competitive, Littleton must do more.

Risk

The risk of failing to act is a decline in retail sales. The city cannot afford any measureable reduction in sales tax revenue. A proactive plan calls for an analysis of the current and future retail market as well as a long-term plan for additional revenue streams.

Opportunity Cost

The cost of doing nothing or failing to act is lost opportunity. With retail trends shifting, the city must evaluate the potential impacts on existing and incoming retailers. The plan should encourage attraction of retail operations on the upswing, help mitigate decline of existing operations and minimize leakage to other jurisdictions.

Overview

The City of Littleton is home to approximately 2,493 businesses employing more than 28,510 workers. These two figures indicate success in retaining and attracting dynamic businesses offering a wide variety of employment opportunities. Jobs are important to the city for a variety of reasons, but primarily because people working in the community spend money here and often desire to live here, both of which result in sales tax revenue. While tax revenue is important, it is the vibrant and vital interplay between residential, business, and retail uses that help define the city's unique draw. With its structural reliance on sales tax revenue for operations, the city needs to be particularly supportive of retail businesses. Additionally, employees who commute to Littleton for work may decide to purchase a residence or shop in the city, which means more people and activity helping to expand the retail, residential, and employment market.

Challenging economic conditions and competition from other cities requires a thoughtful and flexible Economic Plan. The city needs to approach the business and community development process with a

“yes” first attitude, an open mind and new tools that allow it to foster vitality. The city needs a plan that provides resources to retain and grow existing business and addresses the requirements for attracting new business. By implementing the Comprehensive Plan and Economic Plan, the city can achieve the following results. **Note: Those bolded in red below are particularly relevant as they relate to the objectives stated in this Plan.**

- * **Retain and strengthen existing businesses**
- * **Attract new businesses that offer new employment opportunities and new sources of revenue**
- * **Promote new growth and development located along major transit lines and proximate to retail and service hubs in order to increase the customer base for Littleton businesses**
- * Improve the quality and availability of single-family housing through encouraging reinvestment in existing housing stock, an affordable senior housing rehab incentive program and expanded housing and graduated care options within or proximate to Littleton
- * Encourage new housing development to complement existing housing stock and bolster local property values
- * Improve or redevelop distressed and underperforming shopping areas
- * Identify and improve undeveloped and underdeveloped properties along major corridors to meet the goals of the Comprehensive Plan
- * Increase employment opportunities
- * Expand the availability of products and services in Littleton
- * Make strategic investments in expanding Littleton’s parks and open space system in order to strengthen connections while stimulating high-quality development/redevelopment
- * Develop, recognize and capitalize on strategic relationships and partnerships that make Littleton a great community

Assets, Priorities & Opportunities

Assets

Source: Citizen Survey, Business Survey, Inspire Littleton and Staff

1. Hometown Feel
2. Schools

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3. Light Rail
4. Historic Main Street
5. Diverse Residential Areas
6. City Support of Business
7. Open Space and Interconnected Bike Paths and Trails
8. Health Care and Technology Business Clusters in South Park
9. Museum, Library, Buck Center, Hudson Gardens
10. South Platte River, Carson Nature Center, South Platte Park
11. Community Events
12. Educated Workforce
13. Developable Land with Great Visibility and Access
14. Developable Sites with Entitlements in Place

Priorities

Source: Citizen Survey, Business Survey, Inspire Littleton and Staff

1. Create Incentives for Business Investment (Meeting Site Selector Requirements)
2. Engage Property Owners and Developers
3. Inventory Existing Parking and Additional Options for the Downtown Area
- 4. Strategic Revitalization along Major Corridors (Littleton Boulevard, Santa Fe, Broadway)**
- 5. Update Aging Shopping Centers**
- 6. Restore Underperforming Shopping Centers**
7. Strategically Expand Retail Options
8. Diversification of Revenue Streams
9. Expand Employment Opportunities
- 10. Revitalize Northeast Neighborhood**
11. Update and Increase Available Housing with Revitalization Programs
12. Increase Senior Housing Options
13. Attract More Students for K-12

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Opportunities

1. Infill Development

2. Redevelopment

3. Transit Oriented Development
4. Health and Wellness
5. Technology and Information
6. Creative Industries
7. Tourism and Outdoor Recreation
8. Downtown as an Economic Engine

Immediate Priorities

Priority #1 Create Incentives for Business Investment (Meeting Site Selector Requirements)

Issue: Site selectors are looking for properties that meet specific functional/location requirements as well as overall cost profiles including public incentives and finance mechanisms. Competitor cities offer a variety of incentives and many have more diverse property offerings. The right incentives can help when site selector goals can't be completely accommodated by the private sector alone.

Solution(s): To remain competitive with other cities, Littleton needs to offer the tools required to attract and complete developments (TIF's, PIF's, Sales Tax Sharing Agreements, Use Tax Rebates, and Permit Fee Abatement).

Priority #2 Engage Property Owners and Developers

Being landlocked with limited vacant land for development in private ownership requires several things.

Issue: Communication and positive rapport with land owners and developers.

Solution(s): Identify land owners and developers. Engage them in an ongoing communication to include access to the city manager and department representatives empowered to expedite the development process.

Issue: Partner with owners, developers and the affected community to gain expeditious approval of projects that further the goals of the Comprehensive Plan.

Solution(s): Expedite projects that meet economic and land use goals whenever possible. Continue to amend development codes to ensure all steps in process add value to the outcome. Provide feasible alternatives when necessary. Identify specific uses and desired types of development.

Issue: Strategies for a proactive approach to infill development.

Solution(s): Engage property owners in regular communications. Hold commercial property owner roundtables to discuss issues and describe city resources, including the “Revitalization Incentive Grant.” Identify specific uses and desired development. Provide the tools required for strategic infill improvements such as making limited property acquisitions through typical arm’s length transactions that facilitate assemblage; or a land exchange with current city owned parcels. Use public tools to guide higher quality development that implements the city’s goals that would otherwise not be viable.

Priority #4 Strategic Revitalization along Major Corridors (Littleton Boulevard, Santa Fe and Broadway)

Issue: The city has three major corridors that need improvement and strategies for sustainable development as identified by the Comprehensive Plan. The city needs to identify the major assets and issues and mechanisms for new development and redevelopment. Sub-area plans for each of these areas should be a high priority and those plans should include a strategic relationship to one another. A variety of development tools should be considered to implement the plans.

Solution(s): The reformation of an Urban Renewal Authority to identify districts and projects and implement improvements. Focusing revitalization along Littleton Boulevard and Broadway will have several positive impacts. Littleton Boulevard is the gateway to downtown Main Street and strategic redevelopment would benefit both areas. The Broadway corridor is improving one or two parcels at a time. A more comprehensive strategy would help create a more cohesive appearance and feel. Many experts recommend planned developments that border and face onto as opposed to away from the river. Various city plans have recognized the Santa Fe corridor as a premier location for mixed-use development. These plans should be reviewed to determine if what currently exists will help encourage connections to the South Platte River.

Medium to Long-Term Priorities

Priority #5 Update Aging Shopping Centers

Issue: Many of the area shopping centers suffer from deferred maintenance and outdated appearance.

Solution(s): Provide grant programs that incentivize improvements that benefit and enhance the public realm for existing tenants and make the center more appealing for new tenants. The city offers a matching grant for this purpose known as the “Revitalization Incentive Grant Program.” Improvements would help attract more viable merchants and an increased customer base. Additional tools, where appropriate and legally permissible, should include PIF’s, Sales Tax Sharing Agreements, and Use Tax Rebates.

Priority #6 Restore or Redevelop Underperforming Shopping Centers to Meet Market Demands

Issue: Many of the area shopping centers are experiencing vacancies as well as underperforming merchants. This may be due to physical issues or an eroded market area.

Solution(s): The city should explore opportunities to restore underperforming or obsolete commercial properties to an economically efficient condition. This may include strategic property acquisition or land use changes that allow mixed-use opportunities.

Opportunities

There are a number of opportunities within the city that will require city investment in order to “harvest” true potential. These opportunities may involve areas where current zoning is not reflective of development potential under current and future market conditions. This potential may include changing or broadening uses, or may also include significant density increases over what is currently allowed by zoning. Encouragement of sustainable development includes a proactive approach with the city working with property owners and developers to achieve the optimum use of property consistent with the Comprehensive Plan.

By definition, these opportunities will require sufficient direct economic return to justify the city’s investment. Results should be far greater than pure direct economic return, however: by engaging in thoughtful planning and strategy, the city investment will generate a virtuous circle of benefits that extend far beyond direct economic return, and position the city for a sustainable renaissance.

1. Infill Development

There are opportunities related to the remaining, first-generation development parcels. With proactive city engagement, there is the opportunity to raise the bar: different or mixed uses, higher density, and higher quality developments. The city can choose to become a stakeholder and partner in transformative change have far-reaching consequences. Becoming a proactive partner in meeting the challenges of the future will signal a return to the strong and mixed-use community fabric that historically defined the City of Littleton.

2. Redevelopment

The city has a number of aging commercial districts that may no longer be viable in today's economy. These districts are characterized by large land assemblages and define significant potential opportunity by virtue of their location and size. The city can be instrumental in reversing a downward spiral of deterioration and tenant strength by encouraging re-investment that will transform and help redefine the future of these properties and surrounding areas within the city. Redevelopment in some cases might mean demolition and rebuilding while in other cases it might mean increasing density to re-energize uses which are not otherwise viable.

North Broadway Urban Renewal Plan

City of Littleton, Colorado

Appendix B:

North Broadway Urban Renewal Plan Area - Legal Description

LEGAL DESCRIPTION – NORTH BROADWAY URBAN RENEWAL AREA

A TRACT OF LAND LOCATED IN SECTION 15, TOWNSHIP 5 SOUTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF LITTLETON, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH BANNOCK STREET AND THE SOUTH RIGHT-OF-WAY LINE OF WEST RAFFERTY GARDENS AVENUE, SAID POINT BEING THE NORTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-2-16-004;

THENCE SOUTHERLY ALONG SAID RIGHT-OF-WAY LINE 2460 FEET TO A POINT BEING ON THE SOUTH RIGHT-OF-WAY LINE OF WEST LITTLETON BOULEVARD, SAID POINT BEING THE NORTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-3-12-005;

THENCE CONTINUING SOUTHWESTERLY ALONG SAID EAST RIGHT-OF-WAY LINE 537 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF WEST IDA AVENUE, SAID POINT BEING THE NORTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-3-21-001;

THENCE EASTERLY 147 FEET TO THE NORTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-3-21-024;

THENCE SOUTHERLY 160 FEET TO THE SOUTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-3-21-024;

THENCE WESTERLY 28 FEET TO THE NORTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-3-25-COM;

THENCE SOUTHERLY 154 FEET TO THE SOUTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-3-25-COM AND A POINT OF CURVATURE;

THENCE EASTERLY, THROUGH A CURVE TO THE LEFT 209 FEET;

THENCE NORTHEASTERLY 30 FEET TO THE SOUTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-3-25-COM;

THENCE EASTERLY 20 FEET TO THE SOUTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-3-21-029;

THENCE NORTHEASTERLY 195 FEET TO THE SOUTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-3-21-026;

THENCE NORTHERLY 21 FEET TO THE NORTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-3-21-026;

THENCE EASTERLY 180 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTH BROADWAY;

THENCE SOUTHERLY 531 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTH BROADWAY;

THENCE EASTERLY 130 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF EAST ORCHARD ROAD, SAID POINT BEING THE SOUTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-4-16-001;

THENCE EASTERLY ALONG SAID RIGHT-OF-WAY 585 FEET TO THE SOUTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-4-00-029;

THENCE NORTHERLY 285 FEET TO THE NORTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-4-00-029;

THENCE WESTERLY 174 FEET;

THENCE SOUTHERLY 100 FEET;

THENCE WESTERLY 436 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH BROADWAY, SAID POINT BEING THE NORTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-4-16-001;

THENCE NORTHERLY 638 FEET TO THE SOUTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-4-00-004;

THENCE EASTERLY 301 FEET TO THE SOUTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-4-00-004;

THENCE NORTHERLY 132 FEET TO THE NORTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-4-00-004;

THENCE EASTERLY 962 FEET TO THE SOUTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-4-15-001;

THENCE NORTHERLY 296 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF EAST LITTLETON BOULEVARD, SAID POINT BEING THE NORTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-4-15-001;

THENCE WESTERLY 1267 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH BROADWAY, SAID POINT BEING THE NORTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-4-15-001;

THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY 725 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF EAST POWERS AVENUE AND THE EAST RIGHT-OF-WAY LINE OF SOUTH BROADWAY, SAID POINT BEING THE SOUTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-4-05-015;

THENCE EASTERLY 722 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTH SHERMAN STREET, SAID POINT BEING THE SOUTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-4-05-005;

THENCE NORTHERLY 147 FEET TO A PPOINT ON THE NORTHERLY RIGHT-OF-WAY OF SOUTH SHERMAN CIRCLE SAID POINT BEING THE SOUTHEASE PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-4-006;

THENCE WESTERLY 266 FEET TO A POINT ON THE EAST PROPERTY LINE OF ASSESSOR PARCEL NO. 2077-15-4-05-009;

THENCE NORTHERLY 98 FEET TO THE NORTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-4-05-009;

THENCE WESTERLY 456 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH BROADWAY, SAID POINT BEING THE NORTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-4-05-001;

THENCE NORTHERLY 165 FEET TO THE SOUTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-4-00-001;

THENCE EASTERLY 742 FEET TO THE SOUTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-4-00-001;

THENCE NORTHERLY 220 FEET TO THE NORTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-4-00-001;

THENCE WESTERLY 842 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SOUTH BROADWAY, SAID POINT BEING ON THE WEST PROPERTY LINE OF ASSESSOR PARCEL NO. 2077-15-3-00-012;

THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY 1073 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF WEST RAFFERTY GARDENS AVENUE, SAID POINT BEING THE NORTHEAST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-2-00-001;

THENCE WESTERLY 585 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SOUTH BANNOCK STREET, SAID POINT BEING THE NORTHWEST PROPERTY CORNER OF ASSESSOR PARCEL NO. 2077-15-2-16-004 AND THE **POINT OF BEGINNING**;

THE ABOVE DESCRIPTION INCLUDES THE FOLLOWING ASSESSOR PARCEL NUMBERS.

2077-15-2-00-001

2077-15-2-00-003

2077-15-2-00-005

2077-15-2-00-006

2077-15-2-00-007

2077-15-2-00-008

2077-15-2-00-009

2077-15-2-00-014

2077-15-2-14-001

2077-15-2-16-002

2077-15-2-16-004

2077-15-2-25-001

2077-15-3-00-007

2077-15-3-00-008

2077-15-3-00-010

2077-15-3-00-011

2077-15-3-00-012

2077-15-3-00-015

2077-15-3-01-001

2077-15-3-01-002

2077-15-3-01-003

2077-15-3-01-004
2077-15-3-01-005
2077-15-3-02-001
2077-15-3-02-002
2077-15-3-11-001
2077-15-3-11-004
2077-15-3-11-007
2077-15-3-11-013
2077-15-3-11-015
2077-15-3-11-016
2077-15-3-11-017
2077-15-3-11-018
2077-15-3-12-005
2077-15-3-12-006
2077-15-3-21-001
2077-15-3-21-017
2077-15-3-21-018
2077-15-3-21-019
2077-15-3-21-022
2077-15-3-21-023
2077-15-3-21-024
2077-15-3-21-025
2077-15-3-21-026
2077-15-3-21-027
2077-15-3-21-028
2077-15-3-21-029
2077-15-3-21-030
2077-15-4-00-001
2077-15-4-00-004
2077-15-4-00-009

2077-15-4-00-029

2077-15-4-05-001

2077-15-4-05-003

2077-15-4-05-004

2077-15-4-05-005

2077-15-4-05-009

2077-15-4-05-013

2077-15-4-05-014

2077-15-4-05-015

2077-15-4-15-001

2077-15-4-16-001

EXCEPTING THEREFROM ALL STREETS, ALLEYS AND ROADWAYS CONTAINED IN THE ABOVE DESCRIPTION

LIFT and Urban Renewal Overview (prepared 11/15/16)

2015 Property Tax Increment (1/1/16-10/28/16, gross - not including county fee) - Source: Arapahoe County

	N. Broadway	Littleton Blvd.	Santa Fe	Columbine Square	TOTAL
Littleton	\$ 18,656	\$ 1,942	\$ 241	\$ -	\$ 20,839
Arap. County	\$ 38,803	\$ 4,038	\$ 501	\$ -	\$ 43,342
Developmental Disabilities*	\$ 2,801	\$ 292	\$ 36	\$ -	\$ 3,129
LPS	\$ 149,610	\$ 15,569	\$ 1,932	\$ -	\$ 167,111
SSPR	\$ 24,226	\$ 2,521	\$ 313	\$ -	\$ 27,060
UDFCD	\$ 1,549	\$ 161	\$ 20	\$ -	\$ 1,730
UDFCD-South Platte	\$ 162	\$ 17	\$ 2	\$ -	\$ 181
TOTAL	\$ 235,807	\$ 24,540	\$ 3,045	\$ -	\$ 263,392

* dedicated 1 mill for DD services passed in 2001; funds to Arapahoe County, IGA with Developmental Pathways for services as state recognized CCB.

Sales Tax (First year increment) paid to LIFT - Source: City of Littleton Finance Dept.

	N. Broadway	Littleton Blvd.	Santa Fe	Columbine Square	TOTAL
Littleton	\$ 22,959	\$ 71,581	\$ -	\$ 19,500	\$ 114,040

City Sales Tax - Estimated for 2016 (to be paid in 2017) with all plans existing: \$120,000

2016 City-related expenses related to Urban Renewal as of Nov. 10, 2016

(excludes staff time and copy costs) - Source: City of Littleton Finance Dept.

Vendor	Description	Period	Amount Paid
Hoffman, Parker, Wilson & Carberry	Lawsuit, abolishment, Tax Increment	Jan-Oct	\$ 37,386
Jim Rees	Litigation testimony	3/3/2016	\$ 1,105
Contract Videographer	3/30/16 LIFT Mtg	3/30/2016	\$ 175
TOTAL			\$ 38,666

LIFT loan from City with Estimated Interest (through Dec. 2016): \$151,590

LIFT Operational Account Balance: \$33,639 (through Oct. 2016)

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 December 6, 2016

SUBJECT: **An ordinance on second reading repealing the city's North Broadway Urban Renewal Plan**

PLEASE PRINT YOUR NAME AND ADDRESS CLEARLY	Phone and/or email	DO YOU FAVOR THE PROJECT?	
NAME: Barbara Rice ADDRESS: 7494 South Prince Street Littleton 80120	303-797-2218	I support repealing North Broadway Urban Renewal Plan YES	NO
NAME: Eileen Ingui ADDRESS: 659 E Phillips Dr S Wn 80120	303-794-2577	YES	NO
NAME: LEONARD A INGUI ADDRESS: 659 E. Phillips Dr. S. LTN, CO 80122	303-794-2577	YES	NO
NAME: Kurt Hulse ADDRESS: 6903 S. Prince Cir. Littleton CO	Kurt@oz.net	YES	Support repeal NO
NAME: Robin Swartzbach ADDRESS: District 3		YES	NO
NAME: Pat Fitzpatrick ADDRESS:		YES	NO
NAME: Barbara Marchett ADDRESS: 2582 W Rowland Ave Littleton 80120	303-734-0266	repeal YES	NO

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(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 December 6, 2016

SUBJECT: **An ordinance on second reading repealing the city's North Broadway Urban Renewal Plan**

PLEASE PRINT YOUR NAME AND ADDRESS CLEARLY		Phone and/or email	DO YOU FAVOR THE PROJECT?	
NAME: John Marchetti	ADDRESS: 2582 W. Rowland Ave 80120	3-734-0266	<input checked="" type="radio"/> YES	NO
NAME: ROBERT ELLSTROM			<input checked="" type="radio"/> YES	NO
ADDRESS: 4820 S Fox ST ENGLEWOOD, CO 80110		3-877-9317	<input checked="" type="radio"/> YES	NO
NAME: DAVID M. METCALF	ADDRESS: 7870 SOUTH HILL DRIVE	303.847.2432 david1metcalf@gmail.com	REPEAL	NO
ADDRESS: 7870 SOUTH HILL DRIVE			YES	
NAME: W DONOVAN	ADDRESS: 790 E Phillips Dr S	720 351-7470	Repeal	NO
ADDRESS: 790 E Phillips Dr S			YES	
NAME: Steve Nelligan	ADDRESS: 7906 S. Bemis Pl 80120		YES	<input checked="" type="radio"/> NO
ADDRESS: 7906 S. Bemis Pl 80120			Repeal	
NAME: Jan Spencer	ADDRESS: 5976 S. Barnock St		YES	<input checked="" type="radio"/> NO
ADDRESS: 5976 S. Barnock St				
NAME: Laura Hilbert	ADDRESS: 7333 So. Platte River Parkway	80120llh@gmail.com	YES	<input checked="" type="radio"/> NO
ADDRESS: 7333 So. Platte River Parkway			Repeal	

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 December 6, 2016

SUBJECT: **An ordinance on second reading repealing the city's North Broadway Urban Renewal Plan**

PLEASE PRINT YOUR NAME AND ADDRESS CLEARLY		Phone and/or email	DO YOU FAVOR THE PROJECT?	
NAME: Anne Cunningham		303.458.5800	YES	NO
ADDRESS: 8200 So. Quebec Street Cathedral, CO 80120		anne @ vickercumpling.com		
NAME: Jerry Walker			YES	NO
ADDRESS: Littleton				
NAME: Joseph Barrentino			YES	NO
ADDRESS: Englewood				
NAME: Launett Barrentino			YES	NO
ADDRESS: Englewood				
NAME: Linda Knufinke			YES	NO
ADDRESS:				
NAME: Lou Sullivan			YES	NO
ADDRESS: 5940 S. Benis St.				
NAME: Pam Chadbourne			YES	NO
ADDRESS: 5402 S. Nevada St				

[Signature]

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 December 6, 2016

SUBJECT: **An ordinance on second reading repealing the city's North Broadway Urban Renewal Plan**

PLEASE PRINT YOUR NAME AND ADDRESS CLEARLY		Phone and/or email	DO YOU FAVOR THE PROJECT?	
NAME: <i>P. Iniguez</i> ✓			YES	NO
ADDRESS:				
NAME: <i>Ann Sayer</i> ✓			YES	NO
ADDRESS:				
NAME: <i>Jerome Hill</i> ✓			YES	NO
ADDRESS:				
NAME:			YES	NO
ADDRESS:				
NAME:			YES	NO
ADDRESS:				
NAME:			YES	NO
ADDRESS:				
NAME:			YES	NO
ADDRESS:				



Staff Communication

File #: Ordinance 03-2016, **Version:** 3

Agenda Date: 12/06/2016

Subject:

An ordinance on second reading abolishing the Littleton Invests for Tomorrow Urban Renewal Authority pursuant to C.R.S. § 31-25-115(2)

Presented By: Mike Braaten, Deputy City Manager

POLICY QUESTION:

Does city council support abolishing the Littleton Invests for Tomorrow (LIFT) Urban Renewal Authority?

REVISED BACKGROUND:

At the March 15, 2016 meeting, Council Member Valdes moved, with Council Member Cole seconding and the city council voting 5-2 (Brinkman and Hopping voting “no”) to "direct the city manager to provide to council at the next scheduled regular council meeting on April 5, 2016 an ordinance or ordinances and resolutions for council's consideration and vote to dismantle Littleton's urban renewal and the LIFT Board including the handling of the outstanding loan to LIFT, and addressing any tax collection concerns, if any, and consider the status of any pending litigation concerning urban renewal.”

On April 5, 2016 Mayor Pro Tem Brinkman moved and Council Member Hopping seconded that Ordinance 03-2016 abolishing the Littleton Urban Renewal Authority pursuant to CRS 31-25-115 (2) and repealing the city’s urban renewal plans be tabled until June 7, during which time council will conduct meetings with the appointed Urban Renewal Authority, the Planning Board, and other pertinent entities as appropriate in order to learn and explore all sides of the issues and determine in open meetings whether or not the dissolution of LIFT and the city’s urban renewal plans is in the best interests of citizens. The vote was 5-2 with Mayor Beckman and Council Member Clark voting no.

On May 3, 2016 Council Member Hopping moved and Council Member Brinkman seconded to reschedule the joint study session with Planning Board and LIFT from May 24, 2016 to June 14, 2016, moving first reading of ordinance 03-2016 in reference to the abolishment of Littleton Invests for Tomorrow and repealing the city's urban renewal ordinances to July 5, 2016 with the second reading and public hearing on July 19, 2016. The vote was 5-2, the motion carried with Council Members Clark and Valdes voting no.

On July 5, 2016 Council Member Hopping moved and Council Member Cernanec seconded to postpone indefinitely an ordinance abolishing the Littleton Invests for Tomorrow Urban Renewal Authority pursuant to C.R.S. § 31-25-115(2) and repealing the city's urban renewal plans until further study by council.

Council Member Cole moved and Council Member Valdes seconded to amend the motion to postpone [the ordinance] to date certain on October 4, with study sessions to be scheduled to discuss LIFT and Urban Renewal. That motion carried 6-1 with Council Member Hopping voting no.

Following that motion, council had two additional study sessions to further discuss urban renewal. Those study sessions occurred August 9 and August 23, 2016 and staff memorandums provided at those meetings in response to council questions are provided as attachments to this council communication.

At the October 4, 2016 city council meeting, council approved three ordinances for second reading and public hearing on December 6, 2016 to repeal the urban renewal plans for Santa Fe, Littleton Boulevard and North Broadway urban renewal areas. Council chose not to approve the repeal of the Columbine Square urban renewal plan on first reading, meaning it is no longer under consideration for repeal. Lastly, council also passed an ordinance on first reading to abolish the city's urban renewal authority (Littleton Invests for Tomorrow, or LIFT). Additionally, at this meeting, staff was instructed to provide notice to all property owners in the urban renewal plan areas alerting them that council is considering repeal of the urban renewal plans and informing them of second reading on December 6, 2016.

Using property ownership information from Arapahoe County, in combination with records maintained by the City's Economic Development Department, the city mailed 1,112 letters to property owners and occupants. Of the 1,112 letters, 223 were returned as undeliverable by the US Post Office. The letters to property owners/occupants generated a total of four telephone calls and one in-person visit to city staff with questions pertaining to the content of the letter. A copy of the letter is provided as an attachment to this council communication.

REVISED STAFF ANALYSIS:

The Colorado Urban Renewal Law provides the following process for abolishing an urban renewal authority:

"The governing body of a municipality may by ordinance provide for the abolishment of an urban renewal authority, provided adequate arrangements have been made for payment of any outstanding indebtedness and other obligations of the authority. Any such abolishment shall be effective upon a date set forth in the ordinance, which date shall not be less than six months from the effective date of the ordinance." C.R.S. § 31-25-115(2).

LIFT's only "outstanding indebtedness and other obligations" is the existing loan agreement with the city. The principal amount of the loan is \$150,000 and the outstanding balance at the end of 2016 is estimated to be \$151,590. Should LIFT be abolished, staff recommends and the proposed ordinance states that the city is to be paid back for the loan first through any sales tax collected by LIFT from the city and any uncommitted fund balance in the LIFT operating account, and secondly by any property tax collected by LIFT from the city. This arrangement allows all other taxing entities to be kept whole and all property tax funds collected from the various taxing entities be returned to them on a pro rata share.

As of the end of October, 2016, LIFT has \$33,639 in its operational account. The city has paid a total of \$114,040 in city sales tax increment funds to LIFT for sales tax year 2015 (paid in 2016). City specific property tax increment to LIFT in 2016 totals approximately \$20,840 from all plan areas. Total property tax increment collected from all entities across all urban renewal plan areas totals \$263,392 through October (NOTE: the amount of property tax to LIFT is slightly less than the totals represented here due to county assessor administrative fees).

The city has four urban renewal plans, two of which were adopted in November 2014 (Columbine Square and Santa Fe), and two that were adopted in December 2014 (North Broadway and Littleton Boulevard). The Columbine Square urban renewal plan was amended by city council in February, 2015. Additional ordinances

under council consideration provide for the repeal of the Santa Fe, North Broadway and Littleton Boulevard plans effective seven days after publication following council approval. Should repeal of the plans be approved, tax increment revenue will cease to be collected. Repeal of the plans does not trigger a requirement for ratification by the voters under section 64.5 of the city charter. Since council chose to “not repeal” the Columbine Square plan, then LIFT must be kept to administer that plan. If council approves abolishing LIFT on second reading, it will result in the de facto repeal of the Columbine Square urban renewal plan.

Additionally, the ordinance abolishing LIFT also repeals any prior adopted urban renewal plans in an effort to address any concerns regarding past urban renewal plans adopted by the city.

If council chooses not to abolish LIFT, the current board members can continue to serve or, council has the option to be seated as the urban renewal authority board. For council to be seated as the LIFT board, the issue must be referred to and approved by the voters at the next regular city election (November, 2017). If council chooses to put this to the voters, and the voters approve of the city council being seated as the LIFT board, abolishment of LIFT could then occur.

As a reminder, the city council adopted two resolutions relating to how urban renewal will be administered in Littleton.

The first, resolution number 75 of 2014, adopted on August 19, 2014, resolves that:

“The city council does not support, and will not approve, any urban renewal plan, which includes the use of eminent domain for the acquisition of property as part of an urban renewal project within the City of Littleton. [The foregoing restriction shall not apply where the property owner has requested the use of eminent domain with respect to such owner’s property.]”

The second, resolution number 88 of 2014, adopted on September 16, 2014, resolves that:

“The city council hereby directs city staff to include all impacted taxing entities in the financial discussions for any development project, which may utilize tax increment financing through the city’s urban renewal authority, to ensure that no urban renewal project moves forward without the full support and approval of all impacted taxing entities.”

Staff recommends that these resolutions be revisited in a study session, should city council choose to not abolish LIFT and continue the use of urban renewal in Littleton.

REVISED FISCAL IMPACTS:

Likely fiscal impacts include additional minimal administrative costs and legal fees associated with abolishing LIFT and returning the property tax funds to the appropriate taxing entities.

At the first reading of this ordinance, city council requested to know the costs incurred by the City to support LIFT or costs borne by the city related to urban renewal. For 2016, through October 31, excluding staff time and copy/copier costs, the city has incurred a total of \$38,666 in legal fees, litigation testimony fees, and contract videography services. The legal fees (\$37,386) are specific to the city’s urban renewal attorney/outside counsel of Hoffman, Parker, Wilson and Carberry. Additional contract legal fees will be incurred through the remainder of the year related to urban renewal from this firm and from the acting city attorney’s firm of Kissinger and Fellman.

COUNCIL OPTIONS:

- A) Vote yes. This will repeal LIFT and results in the de facto repeal of Columbine Square urban renewal plan, direct LIFT to repay the outstanding loan with the city sales tax increment, LIFT operating account funds and city property tax increment. Return all remaining property tax to impacted taxing entities on a pro rata share per state statute.
- B) Vote no. This will keep LIFT and keep the Columbine Square urban renewal plan in place. Should council vote no, staff recommends a study session to discuss options and to provide direction to staff and LIFT on how city council desires LIFT address the remaining debt to the city, operating funds, and any outstanding questions related to the remaining urban renewal plan(s). If urban renewal plans are approved to be repealed by council, the process for the return of funds to impacted taxing entities is outlined in state statute.

REVISED STAFF RECOMMENDATION:

Given council's action on first reading to keep the Columbine Square urban renewal plan active, staff recommends a "no" vote on this ordinance. If city council votes to approve this ordinance, it will result in the de facto repeal of the Columbine Square urban renewal plan.

Should council choose to keep LIFT, council direction is needed on how to deal with LIFT's existing debt and ensuring appropriate LIFT operating funds. If this is the case, staff recommends a study session to further discuss options. Should a study session not be desired by council, staff recommends the debt to the city be either 1) forgiven in total, or 2) paid back through the city sales and property tax increment collected by LIFT with any remaining balance being forgiven by the city, or 3) allow LIFT to make installment payments with increment revenues derived from city sales and property tax. The remainder of the increment funds collected in the three repealed plan areas would then be returned to the originated taxing entities on a pro rata share per state statute. This preserves LIFT's operating fund balance, which they will need to administer the Columbine Square urban renewal plan. LIFT will also need to address the existing agreements to return funds not related to a project at remaining urban renewal plan areas once a decision on urban renewal is finalized.

PROPOSED MOTION:

I move to approve the ordinance abolishing the Littleton Invests for Tomorrow Urban Renewal Authority pursuant to C.R.S. § 31-25-115(2).

1 **CITY OF LITTLETON, COLORADO**
2 **ORDINANCE NO. 03**
3 **Series 2016**

4
5 **INTRODUCED BY COUNCILMEMBERS: CLARK & BRINKMAN**

6
7 **AN ORDINANCE OF THE CITY OF LITTLETON,**
8 **COLORADO, ABOLISHING THE LITTLETON INVESTS**
9 **FOR TOMORROW URBAN RENEWAL AUTHORITY**
10 **PURSUANT TO C.R.S. § 31-25-115(2)**
11

12 **WHEREAS**, the Littleton Invests For Tomorrow Urban Renewal Authority is a body
13 corporate and was duly organized, established and authorized by the City of Littleton to transact
14 business and exercise its powers as an urban renewal authority, under and pursuant to the
15 Colorado Urban Renewal Law, Part 1 of Article 25 of Title 31, C.R.S. (the "Urban Renewal
16 Law");
17

18 **WHEREAS**, on November 4, 2014, upon the recommendation of the Littleton Invests
19 For Tomorrow Urban Renewal Authority, and following review of the City of Littleton Planning
20 Board for conformance with the general plan for the development of the City of Littleton, and
21 after public hearings, the City Council for the City of Littleton determined that blight, as defined
22 by C.R.S. § 31-25-103(2), exists in the Columbine Square Urban Renewal Plan Area and the
23 Santa Fe Urban Renewal Plan Area and that such areas are appropriate for an urban renewal
24 project pursuant to the Urban Renewal Law;
25

26 **WHEREAS**, on December 2, 2014, upon the recommendations of the Littleton Invests
27 For Tomorrow Urban Renewal Authority, and following review of the City of Littleton Planning
28 Board for conformance with the general plan for the development of the City of Littleton, and
29 after public hearings, the City Council for the City of Littleton determined that blight, as defined
30 by C.R.S. § 31-25-103(2), exists in the North Broadway Urban Renewal Plan Area and the
31 Littleton Boulevard Urban Renewal Plan Area and that such areas are appropriate for an urban
32 renewal project pursuant to the Urban Renewal Law;
33

34 **WHEREAS**, in March 2015, the citizens of Littleton approved Ballot Question 300, a
35 citizen initiative that added a new section 64.5 to the City Charter, which states: "Any Council
36 action approving or modifying an urban renewal plan pursuant to part 1 of the Colorado urban
37 renewal law must be ratified by the registered electors of the City of Littleton if the approval or
38 modification of the urban renewal plan proposes the use of or change to eminent domain,
39 condemnation, tax increment financing, revenue sharing, or cost sharing.";
40

41 **WHEREAS**, the Littleton Invests For Tomorrow Urban Renewal Authority has been in
42 the process of identifying the specific undertakings and activities that it desires to implement as
43 part of the project to accomplish the purposes of the Urban Renewal Law in each of the urban
44 renewal areas, but has not yet undertaken to implement specific development proposals in the
45 urban renewal areas;
46

47 **WHEREAS**, notwithstanding the determinations made by the City Council that the urban
48 renewal areas are appropriate for urban renewal projects, the establishment of such areas as
49 blighted under the Urban Renewal Law and the implementation of the activities and

1 undertakings as contemplated under the Urban Renewal Law, including the tax increment
2 financing authorized to facilitate and accomplish such activities and undertakings, such
3 determinations have become increasingly divisive and political for the City and its citizens;
4

5 **WHEREAS**, in June, 2016, the court issued its order in Littleton v. Sakdol, which
6 resulted in the removal of land classified as agricultural from the Santa Fe Urban Renewal Plan
7 Area, including the property commonly known as the "Ensor Property;"
8

9 **WHEREAS**, C.R.S. § 31-25-115(2) of the Urban Renewal Law provides that the
10 governing body of a municipality may by ordinance provide for the abolishment of an urban
11 renewal authority, provided adequate arrangements have been made for payment of any
12 outstanding indebtedness and other obligations of the authority;
13

14 **WHEREAS**, as of the date of this Ordinance, the only financial obligation of the
15 Littleton Invests For Tomorrow Urban Renewal Authority is the principal amount of \$150,000,
16 together with any interest, owed to the City pursuant to a Cooperation and Loan Agreement
17 dated December 16, 2014 (the "Loan Agreement"); and
18

19 **WHEREAS**, the City Council of the City of Littleton has determined to repeal the urban
20 renewal plans for each of the urban renewal areas approved by the City Council, and therefore
21 desires to abolish the Littleton Invests For Tomorrow Urban Renewal Authority pursuant to and
22 in conformance with the requirements of the Urban Renewal Law.
23

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

27 **Section 1:** The Littleton Invests For Tomorrow Urban Renewal Authority is hereby
28 abolished in its entirety, pursuant to C.R.S. § 31-25-115(2) of the Urban Renewal Law, effective
29 as of the date set forth in Section 8 below.
30

31 **Section 2:** The City Council of the City of Littleton hereby finds and determines that
32 adequate arrangements have been made for payment of any outstanding indebtedness and other
33 obligations of the Littleton Invests For Tomorrow Urban Renewal Authority as follows:
34

35 (a) The City Council directs that the Littleton Invests For Tomorrow Urban
36 Renewal Authority pay any and all amounts due under the Loan Agreement as follows:
37

38 (i) That the portion of municipal sales tax paid or to be paid into the "special
39 fund of the authority" pursuant to C.R.S. § 31-25-107(9)(a)(II) and any
40 fund balance remaining in said special fund from the proceeds of the Loan
41 Agreement be used to repay said Loan Agreement to the City;
42

43 (ii) That all property tax increment generated pursuant to C.R.S. § 31-25-
44 107(9)(a)(II) "be repaid to each taxing body based on the pro rata share of
45 the prior year's property tax increment attributable to each taxing body's
46 current mill levy," the intent being that the taxing bodies be repaid for all
47 property tax increment previously collected and deposited into the special

fund; and

(iii) In the event the municipal sales tax paid into the special fund of the authority and any fund balance remaining in said special fund is insufficient to repay said Loan Agreement to the City, any remaining indebtedness shall be paid from the property tax increment attributable to the City's current mill levy.

(b) The Littleton Invests For Tomorrow Urban Renewal Authority has no other outstanding indebtedness or other obligations.

Section 3: As of the date of abolishment of the Littleton Invests For Tomorrow Urban Renewal Authority, the urban renewal plan known as the "Columbine Square Urban Renewal Plan" approved by City Council Resolution No. 136, Series 2014, as amended, has been repealed in its entirety.

Section 4: As of the date of abolishment of the Littleton Invests For Tomorrow Urban Renewal Authority, the urban renewal plan known as the "Santa Fe Urban Renewal Plan" approved by City Council Resolution No. 137, Series 2014, as amended, has been repealed in its entirety.

Section 5: As of the date of abolishment of the Littleton Invests For Tomorrow Urban Renewal Authority, the urban renewal plan known as the "North Broadway Urban Renewal Plan" approved by City Council Resolution No. 142, Series 2014, has been repealed in its entirety.

Section 6: As of the date of abolishment of the Littleton Invests For Tomorrow Urban Renewal Authority, the urban renewal plan known as the "Littleton Boulevard Urban Renewal Plan" approved by City Council Resolution No. 143, Series 2014, has been repealed in its entirety.

Section 7: As of the date of abolishment of the Littleton Invests For Tomorrow Urban Renewal Authority, any other urban renewal plans that may be deemed to be in effect are hereby repealed in their entirety.

Section 8: The abolishment of the Littleton Invests For Tomorrow Urban Renewal Authority shall be effective as of the date that is six (6) months after the effective date of this ordinance.

Section 9: The Littleton Invests For Tomorrow Urban Renewal Authority is directed to take such actions as are necessary to implement the provisions of this ordinance, and to the extent authorized by law, in the absence of any action by the Board of Commissioners of the Littleton Invests For Tomorrow Urban Renewal Authority, City Council directs that the City staff implement the provisions of this Ordinance pursuant to the Cooperation Agreement between the City and Littleton Invests For Tomorrow Urban Renewal Authority Littleton Invests For Tomorrow Urban Renewal Authority, dated December 16, 2014.

Section10: 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 11: 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 4th day of October, 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 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:

Ken Fellman
CITY ATTORNEY

LIFT and Urban Renewal Overview (prepared 11/15/16)

2015 Property Tax Increment (1/1/16-10/28/16, gross - not including county fee) - Source: Arapahoe County

	N. Broadway	Littleton Blvd.	Santa Fe	Columbine Square	TOTAL
Littleton	\$ 18,656	\$ 1,942	\$ 241	\$ -	\$ 20,839
Arap. County	\$ 38,803	\$ 4,038	\$ 501	\$ -	\$ 43,342
Developmental Disabilities*	\$ 2,801	\$ 292	\$ 36	\$ -	\$ 3,129
LPS	\$ 149,610	\$ 15,569	\$ 1,932	\$ -	\$ 167,111
SSPR	\$ 24,226	\$ 2,521	\$ 313	\$ -	\$ 27,060
UDFCD	\$ 1,549	\$ 161	\$ 20	\$ -	\$ 1,730
UDFCD-South Platte	\$ 162	\$ 17	\$ 2	\$ -	\$ 181
TOTAL	\$ 235,807	\$ 24,540	\$ 3,045	\$ -	\$ 263,392

* dedicated 1 mill for DD services passed in 2001; funds to Arapahoe County, IGA with Developmental Pathways for services as state recognized CCB.

Sales Tax (First year increment) paid to LIFT - Source: City of Littleton Finance Dept.

	N. Broadway	Littleton Blvd.	Santa Fe	Columbine Square	TOTAL
Littleton	\$ 22,959	\$ 71,581	\$ -	\$ 19,500	\$ 114,040

City Sales Tax - Estimated for 2016 (to be paid in 2017) with all plans existing: \$120,000

2016 City-related expenses related to Urban Renewal as of Nov. 10, 2016

(excludes staff time and copy costs) - Source: City of Littleton Finance Dept.

Vendor	Description	Period	Amount Paid
Hoffman, Parker, Wilson & Carberry	Lawsuit, abolishment, Tax Increment	Jan-Oct	\$ 37,386
Jim Rees	Litigation testimony	3/3/2016	\$ 1,105
Contract Videographer	3/30/16 LIFT Mtg	3/30/2016	\$ 175
TOTAL			\$ 38,666

LIFT loan from City with Estimated Interest (through Dec. 2016): \$151,590

LIFT Operational Account Balance: \$33,639 (through Oct. 2016)

October 12, 2016

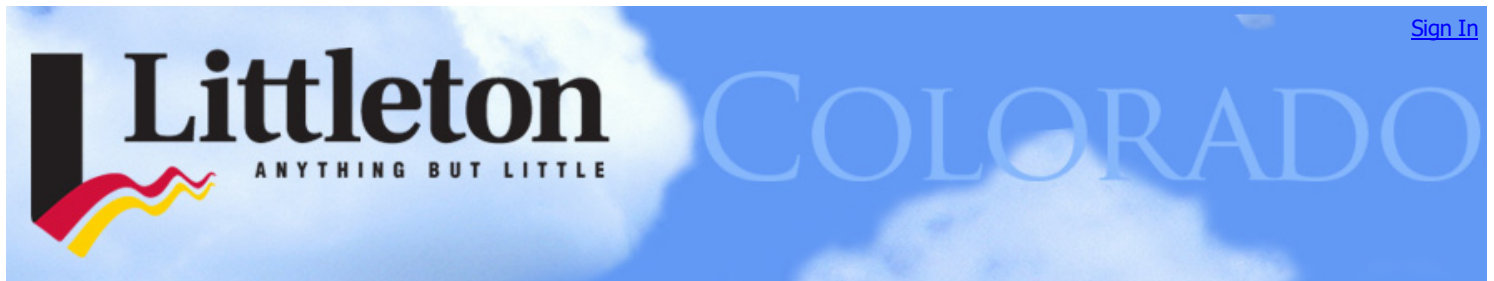
Dear Littleton property owner or occupant,

Our records indicate that you may own or occupy one or more properties in one of the city's Urban Renewal Areas (URA). Council will hold a 2nd reading and public hearing to repeal its urban renewal plans on December 6 in the Littleton Center Council Chamber, 2255 West Berry Avenue, at 6:30 p.m. Removal of Urban Renewal would mean that property owners in the plan areas would no longer have this funding mechanism available. You are being noticed that this may affect your property.

Comments or questions should be directed to City Clerk Wendy Heffner. You or a representative are also welcome to attend the meeting and participate in the public hearing.

Thank you,

Mark Relph
Littleton Acting City Manager



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Details Reports

File #: ID# 16-181 **Name:**
Type: Report **Status:** General Business
File created: 8/2/2016 **In control:** [City Council](#)
On agenda: 8/9/2016 **Final action:**
Title: Urban Renewal

Attachments: 1. [LIFT Prop. Tax Increment Thru July 2016 - for Council](#), 2. [LIFT - City Sales Tax Increment 3 plans](#), 3. [LIFT - Check Book New and Old FINAL](#), 4. [Ordinance No 03-2016 - Abolish LIFT \(Original\)](#), 5. [Abolish LIFT DRAFT Ordinance](#), 6. [Abolish Santa Fe Urban Renewal Plan DRAFT Ordinance](#), 7. [Abolish North Broadway Urban Renewal Plan DRAFT Ordinance](#), 8. [Abolish Littleton Boulevard Urban Renewal Plan DRAFT Ordinance](#), 9. [Abolish Columbine Square Urban Renewal Plan DRAFT Ordinance](#)

History (0) Staff Communication

Agenda Date: 08/09/2016

Subject:

Title

Urban Renewal

Body

Presented By: Mike Braaten, Deputy City Manager

POLICY QUESTIONS:

Does city council want to repeal any or all of the four adopted urban renewal plans? Does city council wish to abolish the Littleton Invests For Tomorrow (LIFT) urban renewal authority? If council abolishes LIFT, is the loan from the city to LIFT forgiven?

BACKGROUND:

At the July 5 city council meeting, city council postponed the first reading of an ordinance to abolish LIFT and repeal the four urban renewal plans in order to obtain additional financial information. Council also wanted to consider separating the original ordinance into separate actionable items - i.e., to take action on each plan separately.

STAFF ANALYSIS:

Abolishment of LIFT/Urban Renewal Authority:

Staff has provided separate ordinances to consider each plan individually and on LIFT, as well as the original ordinance to abolish LIFT and all of the plans simultaneously. Should council decide to keep one, some or all of the plans in place, then LIFT needs to remain intact to administer the plans. Council also has the option to become the urban renewal authority. Per state statute, C.R.S. 31-25-115 (1), this may only be accomplished through a majority vote at a regular election (November, 2017).

Per state statute, C.R.S. 31-25-115 (2), "The governing body of a municipality may by ordinance provide for the abolishment of an urban renewal authority, provided adequate arrangements have been made for payment of any outstanding indebtedness and other obligations of the authority. Any such abolishment shall be effective upon a date set forth in the ordinance, which date shall not be less than six months from the effective date of the ordinance."

Urban renewal is a tool available to address statutorily-defined blight and can be used as a funding mechanism to address needed public improvements. Should council consider retaining an urban renewal authority, it could be an option to use the increment generated in the plan areas to address infrastructure improvements in those areas.

According to the Colorado Municipal League, three communities have abolished their urban renewal authorities in recent years and all by popular vote. The communities include Estes Park, Windsor and Castle Pines.

Urban Renewal Plans:

The city has four urban renewal plans: Santa Fe, Littleton Boulevard, North Broadway and Columbine Square. The increment base was set for each plan as the last day of the previous month prior to each plan's adoption. The Santa Fe plan has only property tax increment available, whereas the other three plans have property tax and sales tax increment available.

Council has the authority to repeal all, some, or none of the plans. Council has provided direction to the Planning Board and the Community Development staff that corridor plans for Santa Fe and Belleview should be a high priority with plans for Littleton Boulevard and Broadway to follow. Portions of these areas are also addressed within the four adopted urban renewal plans. If council decides to keep any of the plans, urban renewal could assist in addressing public infrastructure needs within those corridors/plan areas. Conversely, the community has voiced concerns with urban renewal and public improvements could be addressed through other mechanisms available to the city.

LIFT Finances:

Attachments to this communication include the check book register/spreadsheet of LIFT since its reactivation in 2014 and the special fund revenues broken out by the plan areas.

In late 2015, there was an account breach of LIFT's checking account (in other words, the account was "hacked") that required LIFT to open a new account. All funds have been returned from this incident, except \$1,358.89 (and an additional \$101.00 deposit, assumingly made by the hackers to test fund transfers, remains in the account). According to LIFT's Vice Chair, Gary Thompson, this is still under investigation by Wells Fargo.

The property tax increment for all four plans is received monthly from the county. The city's Finance Department matches the property tax increment amounts with county reports and then forwards the funds to the executive director of LIFT for deposit in LIFT's ColoTrust account (ColoTrust is a statewide government banking entity for local governments).

The sales tax increment is calculated/collected by the city's Finance Department within the boundaries of the tax increment area in the 12-month period ending the last day of the month prior to the effective date of the approval of the plan.

Should council repeal some or all of the plans and decides to forgive the loan and return the remaining property tax increment to the affected local governments, LIFT and the city Finance Department will coordinate with the county to return the property tax increment based upon mill levy ratios and amounts collected. There will be additional fees, charged by the county, to assist in this process that will be the responsibility of LIFT.

If council chooses not to forgive the loan, the collected increment can be used to satisfy some or all of LIFT's debt with the city.

FISCAL IMPACTS:

In addition to legal fees and staff time, the primary fiscal impact to the city would be if council chose to forgive the loan to LIFT.



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File #: ID# 16-193 **Name:**
Type: Report **Status:** General Business
File created: 8/17/2016 **In control:** [City Council](#)
On agenda: 8/23/2016 **Final action:**
Title: Urban Renewal Follow-up Study Session information
Attachments: 1. [Improvement District Matrix ED](#), 2. [Economic Incentives Policy 4-20-16](#), 3. [LIFT Meeting and Supply expenses](#), 4. [Abolish LIFT](#), 5. [Abolish LIFT only 080416](#), 6. [Abolish Columbine Square Urban Renewal Plan Area Ord](#), 7. [Abolish Littleton Boulevard Urban Renewal](#), 8. [Abolish North Broadway Urban Renewal](#), 9. [Abolish Santa Fe Urban Renewal Plan Area Ord](#), 10. [MEMO from Aug 9 2016 study session on urban renewal](#)

[History \(0\)](#)
[Staff Communication](#)

Agenda Date:

Subject:

Title

Urban Renewal Follow-up Study Session information

Body

Presented By: Mike Braaten, Deputy City Manager

BACKGROUND:

City council asked staff to provide additional information pertaining to urban renewal at its August 9, 2016 study session. Specifically, the following was requested:

- Benefit to property owners in an urban renewal area
- Options to finance infrastructure needs without urban renewal
- Can administrative issues be addressed without disbanding LIFT?
- Economic Development department's efforts/successes
- Update draft 'whereas' language to include the citizen initiative/charter amendment and the Santa Fe Urban Renewal Plan court ruling
- Explanation of specific expenses from Littleton Invests For Tomorrow's (LIFT) checking account (from 2014)

Additionally, prior to adjourning the study session on this topic, Staff needs council direction as to what ordinances to bring to council on October 4, 2016 for first reading.

Staff has provided, as attachments to this memo, the ordinances to abolish LIFT and repeal the individual urban renewal plans as well as the memo provided to city council from the August 8, 2016 study session as additional background for this discussion.

STAFF ANALYSIS:

What is the benefit to property owners in an urban renewal area?

Tax Increment Financing (TIF) revenue can be used for urban renewal projects that may include acquisition of properties, demolition and removal of buildings and improvements, and construction or reconstruction of streets, utilities, parks and other public improvements.

Owning property in an urban renewal area may create eligibility for TIF for an activity or undertaking (a project) that is consistent with the urban renewal plan for the area. LIFT could also undertake specific projects to improve conditions in a plan area by updating public infrastructure and supporting new development and redevelopment of private property.

What are possible options to finance infrastructure needs outside of urban renewal?

In addition to urban renewal there are other options to finance infrastructure needs. Additional research is required should council desire to pursue any of the options presented, or other options that may not be included here.

Council has historically, and could continue, to transfer general funds to the capital projects funds. As council will hear in the upcoming budget discussion, this will be a challenge moving forward as projected operational costs are growing faster than projected revenues, negating future general fund transfers to the capital fund. Should this be the case, council could pursue cuts to existing city services in an attempt to address infrastructure needs or other agreed-upon priorities.

Council could consider new fees, as some cities have done, called transportation utility fees or transportation/street maintenance fees. The City of Loveland has had a street maintenance fee in place for a number of years. It requires a study to analyze and assess an appropriate fee and would mean the creation of a new street utility and street utility fund. Loveland has different fees for different categories of properties; residential, commercial, industrial and institutional. Such a fee can be adopted by an ordinance of city council. More information on the Loveland Street Maintenance Fee is available at: <http://www.ci.loveland.co.us/index.aspx?page=1571>.

Council could pursue a sales tax increase to address infrastructure and other capital needs of the city. Seventy seven percent of residents responding to the 2016 Resident Survey indicated they 'strongly support' or 'somewhat support' a $\frac{3}{4}$ of 1 cent sales tax increase (with a sunset of 15 years) to address aging infrastructure such as streets, sidewalks, and buildings. Should voters approve this sales tax question, it is estimated to generate approximately \$7.7 million per year.

A lodging tax was also surveyed in the 2016 Resident Survey with 70 percent of respondents indicating they 'strongly support' or 'somewhat support' a lodging tax. This tax was surveyed with the funding earmarked toward tourism, marketing and promotion of Littleton, but could also be used for other purposes should council desire to pursue such a tax.

Additional options include improvement districts as a mechanism to address public improvements. Improvement district formation generally requires an election of the affected property owners and therefore is somewhat out of the control of the city, but would require agreements if the improvement districts desired to address city-owned infrastructure. Staff of the economic development department assembled an overview of improvement districts and their formation, authority and eligible types of revenues. Improvement district options are summarized and included as an attachment to this memo.

How can administrative issues of LIFT be addressed without disbanding the organization?

Ultimately, this would be up to the LIFT Board and working with its attorney and executive director. Generally, the administrative issues would need to be identified, inventoried and a plan put in place to address each issue. It has been conveyed to city staff that LIFT is in the process of developing such a plan to address some of the issues that have been raised to date, but is in a holding pattern until council decides the future of LIFT and the adopted urban renewal plans.

Economic Development department's efforts and successes

Economic Development Director Denise Stephens will make a presentation immediately prior to the discussion on urban renewal addressing her department's activities and recent successes.

Related to the city's economic development activities, the city has an incentive policy that was developed by the Community Development and Economic Development Departments in coordination with the City Manager's Office. This policy outlines an application process and possible incentives or grants available to businesses that are interested in city assistance. The four-page Economic Incentives Policy is attached.

Update ordinance 'whereas' language to include the citizen initiated charter amendment and the Santa Fe Urban Renewal Plan court ruling.

The proposed 'whereas' language follows:

WHEREAS, in March 2015, the citizens of Littleton approved Ballot Question 300, a citizen initiative that added a new Section 64.5 to the City Charter, which states: "Any Council action approving or modifying an urban renewal plan pursuant to part 1 of the Colorado urban renewal law must be ratified by the registered electors of the City of Littleton if the approval or modification of the urban renewal plan proposes the use of or change to eminent domain, condemnation, tax increment financing, revenue sharing, or cost sharing.";

WHEREAS, in June, 2016, the court issued its order in Littleton v. Sakdol, which resulted in the removal of land classified as agricultural from the Santa Fe Urban Renewal Plan Area, including the property commonly known as the "Ensor Property"

Staff requests direction from council regarding adding this language to the draft ordinances.

Explanation of specific expenses from the LIFT checking account:

The three meeting and business expense explanations/receipts from 2014 are attached. Further explanation of any expenses/receipts would need to be requested from the LIFT executive director and/or the board or past board members. The LIFT board is responsible for approving all expenses and financials.

Check Book Register 2014 - 11/30/15

DATE	CK NO.	NAME/ITEM	DEPOSIT	CKorWD	BALANCE
		Balance Forward			167.53
		2014			
4/17		Deposit/Wire from ColoTrust	5,000.00		5,167.53
		Wells Fargo Wire Transfer Fee		15.00	5,152.53
4/21	2281	Hayes Phillips Hoffmann Legal Services		1,073.00	4,079.53
5/13	2282	Colorado Community Media Legal Notice		12.88	4,066.65
5/23		Deposit/Wire from ColoTrust	5,000.00		9,066.65
		Wells Fargo Wire Transfer Fee		15.00	9,051.65
5/23	2283	Jim Rees Executive Director Consultant		2,082.16	6,969.49
	2284	Ricker Cunningham Urban Renewal Plans		6,300.00	669.49
	2285	Graham-Secretarial Services thru May		200.00	469.49
6/13		Deposit/Wire from ColoTrust	20,000.00		20,469.49
		Wells Fargo Wire Transfer Fee		15.00	20,454.49
6/16	2286	Jim Rees Executive Director Consultant		2,149.32	18,305.17
	2287	Hayes Phillips Hoffmann Legal Services		1,054.50	17,250.67
	2288	Ricker Cunningham Urban Renewal Plans		4,000.00	13,250.67
	2289	Ricker Cunningham Urban Renewal Plans		4,000.00	9,250.67
	2290	Ricker Cunningham Urban Renewal Plans		3,400.00	5,850.67
	2291	Graham-Secretarial Services June		112.97	5,737.70
7/3	2292	Jim Rees Executive Director Consultant		1,888.84	3,848.86
7/21		Deposit/Wire from ColoTrust	10,000.00		13,848.86
		Wells Fargo Wire Transfer Fee		15.00	13,833.86
7/22	2293	Ricker Cunningham Urban Renewal Plans		4,000.00	9,833.86
	2294	Ricker Cunningham Urban Renewal Plans		4,000.00	5,833.86
	2295	Ricker Cunningham Urban Renewal Plans		2,800.00	3,033.86
8/11		Deposit/Wire from ColoTrust	10,000.00		13,033.86
		Wells Fargo Wire Transfer Fee		15.00	13,018.86
	2296	Hayes Phillips Hoffmann Legal Services		1,165.50	11,853.36
	2297	Jim Rees Executive Director Consultant		3,003.24	8,850.12
	2298	Graham-Secretarial Services June-Aug 11		240.00	8,610.12
8/12	2299	Hayes Phillips Hoffmann Legal Services		2,405.00	6,205.12
8/15		Deposit/Wire from ColoTrust	85,000.00		91,205.12
		Wells Fargo Wire Transfer Fee		15.00	91,190.12
8/18	2300	Ricker Cunningham Urban Renewal Plans		4,500.00	86,690.12
	2301	Ricker Cunningham Urban Renewal Plans		4,500.00	82,190.12
	2302	Ricker Cunningham Urban Renewal Plans		4,500.00	77,690.12
	2303	Ricker Cunningham Urban Renewal Plans		4,500.00	73,190.12
	2304	Ricker Cunningham Urban Renewal Plans		3,375.00	69,815.12
8/26	2305	City of Littleton-Printing		19.46	69,795.66
8/29	2306	Minuteman Press-Business Card Printing		53.50	69,742.16
9/6	2307	Jim Rees Executive Director Consultant		6,128.76	63,613.40
9/15	2308	Hayes Phillips Hoffmann Legal Services		3,942.45	59,670.95
9/20	2309	Graham-Secretarial Services Aug 8-Sep 9		144.80	59,526.15
10/20	2310	Hayes Phillips Hoffmann Legal Services		4,532.50	54,993.65
	2311	Jim Rees Executive Director Consultant		4,954.92	50,038.73
	2312	Jim Taylor-Meeting Expense/Office Supply		968.20	49,070.53
	2313	Ricker Cunningham Urban Renewal Plans		5,000.00	44,070.53
	2314	Ricker Cunningham Urban Renewal Plans		5,500.00	38,570.53
	2315	Communication Infrastructure Group		4,000.00	34,570.53
	2316	Communication Infrastructure Group		4,726.56	29,843.97
11/3		Deposit/Wire from ColoTrust	6,900.00		36,743.97

Check Book Register 2014 - 11/30/15

	2317	Ricker Cunningham Urban Renewal Plans		5,000.00	31,743.97
	2318	Ricker Cunningham Urban Renewal Plans		5,000.00	26,743.97
	2319	Ricker Cunningham Urban Renewal Plans		4,525.00	22,218.97
	2320	R&R Engineering-Surveyors, Inc.		5,000.00	17,218.97
	2321	R&R Engineering-Surveyors, Inc.		5,000.00	12,218.97
	2322	R&R Engineering-Surveyors, Inc.		3,000.00	9,218.97
	2323	City of Littleton-Printing		5.42	9,213.55
11/14	2324	Communication Infrastructure Group		5,000.00	4,213.55
	2325	Communication Infrastructure Group		2,825.20	1,388.35
	2326	Graham-Secretarial Services Sept 10-Nov 13		300.00	1,088.35
12/9	2327	Colorado Community Media Legal Notice		13.32	1,075.03
12/11	2328	R&R Engineering-Surveyors, Inc.		300.00	775.03
12/15	2329	Jim Taylor-Meeting Expense		545.00	230.03
12/17		Deposit/City of Littleton Advance	50,000.00		50,230.03
		Wells Fargo Wire Transfer Fee		15.00	50,215.03
12/18	2330	Ricker Cunningham Urban Renewal Plans		5,000.00	45,215.03
	2331	Ricker Cunningham Urban Renewal Plans		5,000.00	40,215.03
	2332	Ricker Cunningham Urban Renewal Plans		4,875.00	35,340.03
	2333	Communication Infrastructure Group		5,000.00	30,340.03
	2334	Communication Infrastructure Group		3,722.71	26,617.32
12/19	2335	Hayes Phillips Hoffmann Legal Services		3,009.24	23,608.08
	2336	Jim Rees Executive Director Consultant		1,188.44	22,419.64
	2337	Communication Infrastructure Group		2,835.00	19,584.64
	2338	Jim Rees Executive Director Consultant		2,723.18	16,861.46
12/23	2339	City of Littleton-Printing		35.58	16,825.88
12/31	2340	Colorado Community Media Legal Notice		12.88	16,813.00
	2341	Jim Taylor-Meeting/Office Expense		176.65	16,636.35
		2015			
1/6	2342	Jim Rees Executive Director Consultant		2,895.78	13,740.57
	2343	Graham-Secretarial Services Nov 14-Dec 31		160.00	13,580.57
	2344	VOID		-	13,580.57
1/8	2345	Hayes Phillips Hoffmann Legal Services		2,645.50	10,935.07
	2346	VOID		-	10,935.07
	2347	VOID		-	10,935.07
	2348	VOID		-	10,935.07
	2349	VOID		-	10,935.07
	2350	VOID		-	10,935.07
2/12	2351	Hayes Phillips Hoffmann Legal Services		1,085.33	9,849.74
2/12	2352	Communication Infrastructure Group		1,022.92	8,826.82
2/12	2353	Jim Rees Executive Director Consultant		2,605.40	6,221.42
3/20	2354	R&R Engineering-Surveyors, Inc.		1,207.50	5,013.92
3/20	2355	Communication Infrastructure Group		1,211.63	3,802.29
3/20	2356	Jim Rees Executive Director Consultant		2,943.35	858.94
3/20	2357	City of Littleton-Printing - Webinar		688.34	170.60
3/18		Deposit/City of Littleton Advance	50,000.00		50,170.60
3/18		Wells Fargo Wire Transfer Fee		15.00	50,155.60
3/20	2358	Hayes Phillips Hoffmann Legal Services		8,645.61	41,509.99
4/9	2359	Jim Rees Executive Director Consultant		4,881.78	36,628.21
4/9	2360	Hayes Phillips Hoffmann Legal Services		4,764.50	31,863.71
4/9	2361	Communication Infrastructure Group		815.00	31,048.71
4/29	2362	Anton Collins Mitchell LLP		900.00	30,148.71
4/29	2363	R&R Engineering-Surveyors, Inc.		707.50	29,441.21

Check Book Register 2014 - 11/30/15

5/9	2364	Hoffmann Parker, Wilson, Carberry - legal		4,121.50	25,319.71
5/9	2365	Jim Rees Executive Director Consultant		2,310.35	23,009.36
5/9	2366	Ricker Cunningham Arbitration fees		9,737.50	13,271.86
5/1	2367	Communication Infrastructure Group		1,488.50	11,783.36
5/30		wells Fargo Wire Transfer Fee		15.00	11,768.36
6/25	2368	Jim Rees Executive Director Consultant		455.00	11,313.36
6/25	2369	Communication Infrastructure Group		227.50	11,085.86
7/21	2370	Jim Rees Executive Director Consultant		585.00	10,500.86
7/21	2371	Communication Infrastructure Group		714.75	9,786.11
7/21	2372	Hoffmann Parker, Wilson, Carberry - legal		259.00	9,527.11
7/21	2373	City of Littleton-Printing		2.68	9,524.43
8/12	2374	Jim Rees Executive Director Consultant		1,430.00	8,094.43
8/12	2375	Communication Infrastructure Group		1,086.25	7,008.18
8/12	2376	Hoffmann Parker, Wilson, Carberry - legal		943.50	6,064.68
9/21	2377	Jim Rees Executive Director Consultant		1,170.00	4,894.68
8/12	2378	Communication Infrastructure Group		357.50	4,537.18
8/12	2379	Hoffmann Parker, Wilson, Carberry - legal		888.00	3,649.18
9/21	2380	City of Littleton-Printing		8.55	3,640.63
10/9		Deposit/City of Littleton Advance #2	50,000.00		53,640.63
10/9		Wells Fargo Wire Transfer Fee		15.00	53,625.63
10/26	2381	Jim Rees Executive Director Consultant		780.00	52,860.63
10/26	2382	Communication Infrastructure Group		325.00	52,535.63
	2383	Void		-	52,535.63
10/26	2384	Hoffmann Parker, Wilson, Carberry - legal		55.00	52,480.63
11/24	2385	Jim Rees Executive Director Consultant		1,170.00	51,310.63
11/24	2386	Communication Infrastructure Group		819.50	50,491.13
11/24	2387	Hoffmann Parker, Wilson, Carberry - legal		795.50	49,695.63
12/31	2388	Jim Rees Executive Director Consultant	VOID*	1,690.00	49,695.63
12/31	2389	Jim Rees Executive Director Consultant	VOID*	1,235.00	49,695.63
12/31	2390	Hoffmann Parker, Wilson, Carberry - legal	VOID*	92.50	49,695.63
	*	Account Frozen - due to Account breach			
2/5/16		Transfer to new checking		25,000.00	24,695.63

DATE	CK NO.	NAME/ITEM	DEPOSIT	CKorWD	BALANCE
2016					
New Checking Account opened					
2/5		Opening balance (transferred from old account)			25,000.00
2/8	auto	Delux for Business - checks		147.81	24,852.19
2/22	2391	Hoffmann Parker, Wilson, Carberry - legal December 15, Januar '16		1,147.50	23,704.69
2/22	2392	Jim Rees Executive Director Consultant Nov '15, Dec '15, Jan '16		3,965.00	19,739.69
3/25	2393	Jim Rees Executive Director Consultant Feb '16		1,040.00	18,699.69
3/25	2394	City of Littleton-Domaine registration		155.88	18,543.81
		invoice 26062898			
3/25	2395	City of Littleton-1099 Electronic Filing		24.95	18,518.86
		invoice 12792			
4/30		Interest (3 months)	0.36		18,519.22
4/13	2396	Hoffmann Parker, Wilson, Carberry - legal Mar 16	returned	444.00	18,074.86
4/13	2397	Jim Rees Executive Director Consultant Mar '16	returned	1,170.00	16,904.86
		Account closed balance transferred to New Account			(18,519.22)
					0
New Checking Account opened					
		Opening balance (transferred from old acct)			35,956.96 *
5/17		Temp CR for claim #2016050670232	6,000.00		41,956.96
5/26	2401	Hoffmann Parker, Wilson, Carberry legal fees thru April 2016		518.00	41,438.96
					41,438.96
5/26	2402	ACM - Audit Exemption		900.00	40,538.96
5/26	2403	Jim Rees Executive Director Consultant Fees thru 4/1/2016		2,210.00	38,328.96
					38,328.96
7/29	2404	Hoffmann Parker, Wilson, Carberry 6/30/16		148.00	38,180.96
7/29	2405	Jim Rees Executive Director Consultant		520.00	37,660.96
8/24	2406	Jim Rees Executive Director Consultant		3,049.10	34,611.86
9/12	2407	Jim Rees Executive Director Consultant		300.00	34,311.86

* New Balance does not include a claim for a account breach by LIFT of \$1358.89 which is under review by Wells Fargo Bank and an account breach deposit from Wells Fargo of \$101.00 which is also under review.

Old Acct Balance	24,695.63
New Acct Balance	18,519.22
less account breach transactions	(1,358.89)
plus account breach transaction	101.00
less \$6,000 Temp CR for claim #2016050670232	(6,000.00)
Balance as noted in new account above*	<u>35,956.96</u>



Summary Statement

August 2016

Littleton Invests for Tomorrow Urban Renewal Authority

2255 West Berry Avenue
Littleton, CO 80120-1151
U.S.A.

COLOTRUST PRIME

Average Monthly Yield: 0.30%

	Beginning Balance	Contributions	Withdrawals	Income Earned	Income Earned YTD	Average Daily Balance	Month End Balance
CO-ACCOUNT #	194,637.02	63,025.65	0.00	63.21	173.53	250,591.47	257,725.88
Total	194,637.02	63,025.65	0.00	63.21	173.53	250,591.47	257,725.88



Account Statement

August 2016

Littleton Invests for Tomorrow Urban Renewal Authority

2255 West Berry Avenue
Littleton, CO 80120-1151
U.S.A.

COLOTRUST PRIME **CO-ACCOUNT #**

Summary

Average Monthly Yield: 0.30%

		Beginning Balance	Contributions	Withdrawals	Income Earned	Average Daily Balance	Month End Balance
CO-ACCOUNT#	General - #####	194,637.02	63,025.65	0.00	63.21	250,591.47	257,725.88

Transactions

Transaction Date	Transaction Description	Contributions & Income Earned	Withdrawals	Balance	Transaction Number
08/01/2016	Beginning Balance			194,637.02	
08/04/2016	Contribution	57,835.88			COT07783589
08/10/2016	Contribution	3,151.23			COT07811099
08/10/2016	Contribution	2,019.16			COT07811108
08/10/2016	Contribution	19.38			COT07811125
08/31/2016	Income Earned For The Period	63.21			
08/31/2016	Ending Balance			257,725.88	



Daily Rates

August 2016

COLOTRUST PRIME

Date	Dividend Rate	Annual Yield
01-Aug-16	0.000007941	0.29%
02-Aug-16	0.000007882	0.29%
03-Aug-16	0.000007885	0.29%
04-Aug-16	0.000008111	0.30%
05-Aug-16	0.000008053	0.29%
06-Aug-16	0.000008053	0.29%
07-Aug-16	0.000008053	0.29%
08-Aug-16	0.000008681	0.32%
09-Aug-16	0.000008020	0.29%
10-Aug-16	0.000007819	0.29%
11-Aug-16	0.000008129	0.30%
12-Aug-16	0.000008149	0.30%
13-Aug-16	0.000008149	0.30%
14-Aug-16	0.000008149	0.30%
15-Aug-16	0.000008360	0.31%
16-Aug-16	0.000008399	0.31%
17-Aug-16	0.000008162	0.30%
18-Aug-16	0.000008187	0.30%
19-Aug-16	0.000008093	0.30%
20-Aug-16	0.000008093	0.30%
21-Aug-16	0.000008093	0.30%
22-Aug-16	0.000008019	0.29%
23-Aug-16	0.000007898	0.29%
24-Aug-16	0.000008244	0.30%
25-Aug-16	0.000008046	0.29%
26-Aug-16	0.000008162	0.30%
27-Aug-16	0.000008162	0.30%
28-Aug-16	0.000008162	0.30%
29-Aug-16	0.000008331	0.30%
30-Aug-16	0.000008230	0.30%
31-Aug-16	0.000008478	0.31%



ARAPAHOE COUNTY
COLORADO'S FIRST

Received

NOV 21 2016

CITY CLERK

Board of County Commissioners

5334 South Prince Street
Littleton, Colorado 80120-1136

Phone: 303-795-4630

Fax: 303-738-7894

TDD: 303-795-4644

www.arapahoegov.com

commissioners@arapahoegov.com

November 15, 2016

Littleton City Council
City of Littleton, Colorado
2255 West Berry Avenue
Littleton, Colorado 80120

NANCY A. DOTY
District 1

NANCY N. SHARPE
District 2

ROD BOCKENFELD
District 3

NANCY JACKSON
District 4

BILL L. HOLEN
District 5

Re: City of Littleton's Urban Renewal Plans

Dear Council Members:

The Board of County Commissioners for Arapahoe County, Colorado understands that the City Council for the City of Littleton has a public hearing regarding the repeal of certain urban renewal plans scheduled for December 6, 2016. While we continue to support the prospect of additional growth occurring in the City of Littleton, for the reasons originally indicated by the Board of County Commissioners in letters submitted prior to the adoption of the urban renewal plans at issue, we remain concerned with and object to the urban renewal plans (Santa Fe URA, Columbine Square URA, Littleton Boulevard URA, and North Broadway URA).

Included among these reasons is that despite the passage of a considerable amount of time each of the plans still do not include an identifiable urban renewal project. In addition, we continue to believe that the use of tax increment financing, and the resulting diversion of revenues from the County and other taxing entities, was and is not necessary for the development of the areas covered by the plans. Some of the development that has already occurred without the use of tax increment financing in the plan areas includes the construction of a 7-11 convenience store and gas station at the RTD Mineral Light Rail Station, the construction of the Breckenridge Brewery, the expansion of O'Toole's Garden Center, and the renovation and expansion of a King Soopers shopping center, to name a few. Additionally, new construction and renovation continues to occur in the vicinity of the plan areas.

For these reasons, as well as the additional reasons stated in our previous letters to the City, we support the repeal of the urban renewal plans, and respectfully urge the City Council to approve the ordinances that it will be considering on December 6th.

Sincerely,

Arapahoe County Board of County Commissioners
Nancy A. Doty, Chair

Cc: Board of County Commissioners
Corbin Sakdol, Assessor
Monica Babbitt, Deputy Assessor
Ron Carl, County Attorney

MISSION

Enhancing your quality of life through exceptional delivery of services and efficient use of public funds.

Goals and Objectives

A. Near Term

1. Provide City Council with a clear, summary financial report to show the financial status of LIFT and the 4 Urban Renewal Areas.
2. Work with City staff to assure all financial records are accurate and up-to-date and to develop user-friendly reporting formats for future use.
3. Finalize the Wells Fargo checking account issues involving fraudulent check cashing, report final resolution to City Council.
4. Establish a new banking relationship (non-Wells Fargo) if LIFT is to go forward.
5. Identify potential candidates for the role of Executive Director of LIFT in go-forward mode.
5. Work with the Columbine Square developer to refine a project proposal if LIFT is in go-forward mode.
6. Initiate the Property Tax rebates to the various taxing entities according to the Letter Agreements approved earlier in 2016.

A. Short Term 1 Year

1. Establish Guidelines for Uses for TIF Dollars with City Council
 - a. Infrastructure only as established by Public Works?
 - b. Excess Land Acquisition Costs?
 - c. Affordable Housing Projects?
 - d. Property Acquisition – Site Assembly?
 - e. Art in Public Places?
 - f. Parks and Open Space?
 - g. Building Façade Improvements?
 - h. Other
2. Identify near term Potential Redevelopment Opportunities within URA's. Consult with Property owners and Developers
3. Amend the Santa Fe Plan as directed by Court Order (remove agricultural land)
4. Refund Property Tax Increments per Existing IGA's and LOI's
 - a. LPS – bonded indebtedness portion
 - b. South Suburban – all increment until a development activity is approved by LIFT and Council

- c. Urban Drainage and Flood Control - all increment until a development activity is approved by LIFT and Council
- 5. Update LIFT Website to include all resolutions, signed contracts and IGA's
- 6. Develop Public Works Project List within URA's for potential tax increment funding (in conjunction with PW Director)
- B. Medium Term – 1-2 Years
 - 1. Area Master Plans and Neighborhood Plans
 - a. Work with City Planning Dept., Planning Commission, Property Owners and Public to create subarea plans tied to the Citywide Plan for Areas that include Urban Renewal Areas.
 - b. Present to Council for Approval (via City Planning)
 - 2. Repay the City Loan to LIFT as funds become available
 - a. City to retain the Sales Tax Increment until the \$150,000+ is repaid (currently 1 year collection= \$114,040) +/- 1 year to complete
 - 3. Redo LIFT Website to be a section of the City Website only and add tabs providing info on how a property owner can apply to use TIF along with application forms.
 - 4. Identify Economic Impact Opportunities
 - a. Coordinate with City Economic Development Office on new prospects for Littleton
 - b. Contact property owners within URA's to determine potential redevelopment project sites
 - c. Prepare URA media information and publications to be distributed to Property Owners and the Development Community regarding opportunities for the use of urban renewal in Littleton
 - d. Conduct speaking engagements and utilize social media to publicize LIFT and redevelopment in Littleton
- C. Long Term – 3 to 5 Years
 - 1. Create Marketing Campaign with Economic Development Office – target potential major employers
 - 2. Complete public works and utility projects within existing URA's (after taxing entity refunds as required by IGA's)
 - 3. Acquire property to initiate redevelopment projects identified in subarea plans
 - 4. Assist property owners with minor redevelopment needs (facades, Street frontage improvements, landscape, etc.) within URA's
 - 5. Identify future urban renewal areas in cooperation with City Council and request voter authorization.

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 December 6, 2016

SUBJECT: **An ordinance on second reading abolishing the Littleton Invests for Tomorrow Urban Renewal Authority pursuant to C.R.S. § 31-25-115(2)**

PLEASE PRINT YOUR NAME AND ADDRESS CLEARLY	Phone and/or email	DO YOU FAVOR THE PROJECT?	
NAME: <i>Kim Sayers</i> ✓ ADDRESS: <i>3871 W. Wagon Trail Dr. Littleton CO 80123</i>	<i>3/898-1599</i> <i>ksayers@speakeasy.net</i>	YES	<i>NO</i>
NAME: <i>Carol Pinigis</i> ✓ ADDRESS: <i>W. Wagon Trail Dr. Littleton, CO 80123</i>	<i>303-903-7804</i> <i>carol_pinigis@comcast.net</i>	YES	<i>NO</i>
NAME: <i>JONATHAN A. NEEDLE</i> ADDRESS: <i>RANCHO SANTA MARGARITA, CA</i>	<i>206 617 7998</i> <i>jon@redwoodre.com</i>	<i>YES</i>	NO
NAME: <i>Leisa Sacry</i> ADDRESS: <i>3352 W. Aksarben Ave. Littleton</i>		YES	<i>NO</i>
NAME: <i>Barbara Rice</i> ADDRESS: <i>7494 South Prince Street Littleton CO 80120</i>	<i>303 797 2218</i>	<i>I support abolishing the Littleton Invest for tomorrow Urban Renewal...</i> YES	<i>NO</i>
NAME: <i>Suzanne Bailey</i> ADDRESS: <i>6296 S. Crocker St Littleton, CO 80120</i>	<i>3-882-1170</i>	YES	<i>NO</i>
NAME: <i>Eileen Ingui</i> ADDRESS: <i>659 E Phillips Dr Ltn CO 80122</i>	<i>3. 794.2577</i>	YES	<i>NO</i>

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(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.**

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SUBJECT: **An ordinance on second reading abolishing the Littleton Invests for Tomorrow Urban Renewal Authority pursuant to C.R.S. § 31-25-115(2)**

PLEASE PRINT YOUR NAME AND ADDRESS CLEARLY	Phone and/or email	DO YOU FAVOR THE PROJECT?	
NAME: <u>LEONARD A INQUIR</u> ADDRESS: <u>659 E. Phillips Dr. S.</u> <u>Ltn, Co. 80122</u>	<u>303-794-2577</u>	YES	<u>NO</u>
NAME: <u>Carl Chay</u> ADDRESS: <u>30242 Esplanade</u> <u>25th</u>	<u>449-709-7888</u>	<u>YES</u>	NO
NAME: <u>Jessica Thomas</u> ADDRESS: <u>584 E Hunsdale Ave</u> <u>Littleton CO 80122</u>	<u>303/809/5672</u>	YES	NO
NAME: <u>Kurt Hulse</u> ADDRESS: <u>6903 S. Prince Cir</u> <u>Littleton CO 80120</u>	<u>kurt@oz.net</u>	<u>Abolish</u> YES	NO
NAME: <u>ROBERT BUSTROM</u> ADDRESS: <u>4820 S FOX ST</u> <u>BENGALWOOD, CO 80110 (DIST 4)</u>	<u>303-877-9317</u>	<u>YES</u>	NO
NAME: <u>Barbara Parkey</u> ADDRESS: <u>5527 S. King St</u> <u>Littleton 80123</u>		<u>Abolish</u> <u>YES</u>	NO
NAME: <u>Tavis Nickles</u> ADDRESS: <u>7115 S. Acacia Way</u>	<u>tnicks@gmail.com</u> <u>720-989-7454</u>	<u>YES</u>	NO

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 December 6, 2016

SUBJECT: **An ordinance on second reading abolishing the Littleton Invests for Tomorrow Urban Renewal Authority pursuant to C.R.S. § 31-25-115(2)**

PLEASE PRINT YOUR NAME AND ADDRESS CLEARLY	Phone and/or email	DO YOU FAVOR THE PROJECT?	
NAME: Mark Schild ADDRESS: 7090 S. Newland Ct Littleton Co 80128	720-214-0881	YES	NO
NAME: COLLEEN EVANS ADDRESS: 1750 W. ABERDEEN AVE LITTLETON CO 80120	303 751 0394	YES	NO
NAME: Barbara Marchetti ADDRESS: 2582 W. Rowland Ave Littleton 80120	3) 734-0264	Abolish YES	NO
NAME: John Marchetti ADDRESS: 2582 W. Rowland 80120	3-734-0266	abolish <input checked="" type="radio"/> YES	NO
NAME: Beverly Hoadley ADDRESS: District 3		Abolish <input checked="" type="radio"/> YES	ABOLISH NO NOT SPEAKING
NAME: Louis Hoadley ADDRESS: DISTRICT 3		<input checked="" type="radio"/> YES	NO NOT SPEAKING
NAME: R Carol Fey ADDRESS: Jeanie Erickson		<input checked="" type="radio"/> YES	NO

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 December 6, 2016

SUBJECT: **An ordinance on second reading abolishing the Littleton Invests for Tomorrow Urban Renewal Authority pursuant to C.R.S. § 31-25-115(2)**

PLEASE PRINT YOUR NAME AND ADDRESS CLEARLY	Phone and/or email	DO YOU FAVOR THE PROJECT?	
NAME: Paul Bingham		Yes abolish	
ADDRESS: 236 W Delaware		YES	NO
NAME: DAVID M. METCALF	303.847.2432	ABOLISH	
ADDRESS: 7870 SOUTH HILL DRIVE	david1metcalf@gmail.com	YES	NO
NAME: W DONOVAN	720-357-7470	Abysmally managed & directed from the start!	
ADDRESS: 780 E. Phillips Rd S		YES	NO
NAME: Steve Nelligan		Repeat	
ADDRESS: 7906 S. Benis Pl 80120		YES	NO
NAME: Pamela Cook		Repeat	
ADDRESS: 7906 S Benis Pl.	pamela.cook.rd@gmail.	YES	NO
NAME: Linda Knufinke		Repeat	
ADDRESS:		YES	NO
NAME: Lou Sullivan		Repeat	
ADDRESS: 5940 S. Benis		YES	NO

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.**

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SUBJECT: **An ordinance on second reading abolishing the Littleton Invests for Tomorrow Urban Renewal Authority pursuant to C.R.S. § 31-25-115(2)**

PLEASE PRINT YOUR NAME AND ADDRESS CLEARLY		Phone and/or email	DO YOU FAVOR THE PROJECT?	
NAME: Jessica Hizadeh		(303)894-4456	Do <u>NOT</u> abolish	
ADDRESS: 1801 California #2600 Denver, CO 80111			YES	NO
NAME: Samet Barrentine			<u>YES</u>	NO
ADDRESS: Englewood				
NAME: Joseph Barrentine			<u>YES</u>	NO
ADDRESS: Englewood				
NAME: Jerry Walker			<u>YES</u>	NO
ADDRESS: Littleton				
NAME: Anne Coughlin			YES	<u>NO</u>
ADDRESS: 8800 So. Quebec St. Centennial CO 80130				
NAME: DONALD GERRIT			YES	<u>NO</u>
ADDRESS: 4538 W. LALCO AVE S 80123				
NAME: Pamela Cook			YES	<u>NO</u>
ADDRESS: 7906 S Bemis Pl				

Pam Chadborn
5402 S Nevada St

Yes

✓ Carl Ringis ✓

✓ Don Rams ✓

✓ Jim —

✓ David Schaken ✓

✓ Carol Cressin ✓

✓ Cheryl Brown ✓

✓ Jeanie Erickson ✓

✓ Sherrice Chitola ✓

✓ Barbara Bailey ✓

✓ Allen Evers ✓ keep LIFT

✓ Thomas ✓ keep LIFT

✓ John Thiel - Phage

Keeping any of Littleton's Urban Renewal Designations and the LIFT Governing Board Appears Nonsensical

DON BRUNS
+ Company

The Council majority and LIFT board it created to administer areas designated for Urban Renewal (UR) have twisted Colorado's UR legislation to serve interests of the development community rather than those of Littleton's citizens.

Both the LIFT board and all four UR areas should therefore be abolished without further hesitation.

There is much sound legislative, administrative and strategic rationale for this assertion.

1st: Legislative Rationale

Legislation defines "projects" and "plans" as separate entities, despite LIFT's attorney's fallacious assertion that plans qualify as projects.

Under "Urban Renewal Plan":

Section 31-25-103 (9) states—quote:

" 'Urban renewal plan' means a plan, as it exists from time to time, for an urban renewal project, which plan conforms to a general or master plan for the physical development of the municipality as a whole and which is sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the urban renewal area..."

Neither Council nor the LIFT board has ensured that any of Littleton's designated UR "plans" does this. Instead it appears that each does nothing more than designate a large area of our city as meriting urban renewal, absent all of the required qualifying criteria.

Here's why that is a true statement.

Under "Urban Renewal Project":

Section 31-125-103 (10) states—quote:

" 'Urban renewal project' means undertakings and activities for the elimination and for the prevention of the development or spread of slums and blight and may involve slum clearance and redevelopment, or rehabilitation, or conservation, or any combination or part thereof, in accordance with an urban renewal plan."

The rules of English, Logic and Business Law are understood by nearly everyone—not only attorneys. But some attorneys apparently don't. Those rules require reading conditions linked with the conjunction "and" as mandatory elements, and those linked with the conjunction "or" as either—meaning that only one or more conditions listed in a series of elements linked with that conjunction must be met.

►...to the Second Speaker:

There is no latitude regarding our understanding of the requirement imposed by that first "project" definition item. Because it's connected to the remainder by the word "and", every single UR project must involve undertakings and activities for the elimination of and prevention of the development or spread of slums and blight.

Here also, neither Council nor the LIFT board has ensured that any of Littleton's designated UR "plans" does this. And how do we know this to be true?

Under "Blight":

Section 31-25-103 (2) defines "Blighted Area" as—quote: *"an area that, in its present condition and use and, by reason of the presence of at least four of the following factors, substantially impairs or arrests the sound growth of the municipality, retards the provision of housing accommodations, or constitutes an economic or social liability, and is a menace to the public health, safety, morals, or welfare."*

Following the same rules of English, Logic and Business Law, the linking "and" conjunctions in this definition requires that areas deemed to be blighted must not only meet four of the ten conditions that are listed, beneath that portion of the definition just quoted, but must also be "a menace to the public health, safety, morals, or welfare." Once again, neither Council nor the LIFT board has documented that such conditions exist within any of Littleton's designated UR "plan" areas.

2nd: Administrative Rationale

Council majority has been deliberating this issue for the past eight months, afraid that its economic development goals will be thwarted—even though many of the requisite conditions for proceeding have not been met. Here are some of them.

Incomplete Actions

District Court upheld Arapahoe County's opposition to the inclusion of agricultural land that the city included in its designation of South Santa Fe as "blight." That designation, of course, appeared absurd from the start because agriculture is not urban. Agricultural land cannot possibly undergo urban renewal. Moreover, the county also excluded agricultural land from Tax Increment Financing rolls from the very beginning.

►...to the Third Speaker:

There are other incomplete actions. LIFT's attorney said the board would seek prior consent via "letters of agreement" from all taxing entities from which private sector development subsidies would be transferred. We understand that LIFT has not yet obtained all of these.

Columbine Square

Council majority's rationale for exempting the Columbine Square URA from its December 6 meeting agenda on whether to keep or abolish all four URAs and the LIFT board appears grounded on faulty logic. There are multiple reasons for believing this. Retention of the Columbine Square URA clearly has nothing at all to do with the remediation of blight, which—as legislatively defined—*"is a menace to the public health, safety, morals, or welfare."*

- Instead, it appears to have everything to do with subsidizing out-of-character urbanized development to advance economic return. Not to the city of Littleton, but to private sector corporate interests well beyond our city. And these appear to have no interest in maintaining Littleton's character or its local economic stability.

- There is no bona fide blight on any of the 30-plus acres of the Columbine Square URA, including the 15-acre shopping center parcel.
- Property owner administrators have reportedly created existing tenant vacancies about which Council seems concerned. Several lease renewals were actually refused former tenants.
- It's also understood that the owner, CMCB Enterprises, referred to a 2013 development proposal in a July 28, 2014 letter—both sent to the city—for a 340-unit residential community on the 15-acre Columbine Square Shopping Center area.
- And, although the city has no specific UR projects planned for this area, a required impact report has been submitted to Arapahoe County showing 346 new units.

Therefore, whatever economic benefits, if any, which would accrue to new development under the guise of urban renewal would also end up in the hands of non-resident business interests rather than in Littleton's. Why then should tax revenue collected to fund Littleton's public service entities be used to subsidize residential development within an existing commercial area? Private sector residential development is already springing up in several places elsewhere without transferring tax revenue from public purposes like schools, parks and recreation, and even the city's general operating fund.

►...to the *Fourth Speaker*:

Moreover, there is significant opposition among area residents to the kind of urbanization that Council majority now favors. High density development would understandably compound traffic congestion; and it appears that the city has yet to adequately address our growing, development generated traffic impacts. In addition, of concern to area residents, such development is inconsistent with existing community character. Surely, it would also adversely impact some existing area businesses.

LIFT

It seems incredulous that the LIFT board struggles as it does. Despite clear legislative provisions it remains focused on economic development. It also has yet to implement a single project, and the difficulty it's having accounting for finances is troubling. Even a cursory viewing of the board's most recent meeting proceedings is suggestive of an SNL spoof. How can Council continue entertaining the thought that the LIFT board is actually serving Littleton's citizens?

3rd: Strategic Rationale

The "Cat has been Let Out of the Bag"

Littleton's citizens understand that the Council majority's continued advocacy for transferring both city property and sales tax revenue to developers in the name of economic development is actually adversely impacting local economic stability. It's also adversely transforming Littleton's defining community character, which is the city's greatest asset, generating sustainable charm, livability and community well being.

Inadequate Operating Revenue: Really?

Council appears concerned about the adequacy of city operating revenue. Yet, continuance of the city's current brand of Urban Renewal facilitates the LIFT board's squandering of capital, leaving taxpayers to foot the bill. It's also fostering continued

transformation of community character—also our greatest engine to generate economic benefits and maintain local economic stability. This makes no sense.

Can Council Face up to Ballot Initiative 300?

To date, 10/4/16 (re. Council meeting), UR actions have siphoned more than \$114,040 of sales tax revenue, \$21,116 city property tax revenue, and sums that would have gone to Arapahoe County (\$47,086), Littleton Schools (\$169,330), Parks and Recreation (\$27,420), and Flood Control (\$1,937). The city also loaned \$150,000 to the LIFT board.

►...to the Fifth Speaker:

So where does all that leave us? Council knows full well that all of this is contrary to the will of its citizens, because such diversion of tax revenue from the city's public funding entities was a significant reason why citizens passed Ballot Initiative 300. We said voter approval would now be required for all future UR plans as well as any changes to the old ones.

Some on Council have expressed concern that voters will never approve any UR projects. But it now appears that's only because they understand, citizens are opposed to plans and projects proposed just for economic development subsidies to developers, leading to the further urbanization of our city. That's a clear perversion of UR legislation, and it would also thwart citizens' desires. There is no evidence that citizens would not approve projects proposed to remediate bona fide blight.

Why Shop Littleton?

Why then should anyone want to shop Littleton at all? Because, to date, Council majority remains happy to siphon substantial sales tax revenue from duly constituted public taxing entities to its designated UR areas, just to subsidize business economic development.

Should citizens then encourage people to shop elsewhere to avoid having their tax dollars be diverted to continued corporate urbanization of Littleton? Or is it possible for Council majority be faithful to the state's legislation and counter the LIFT board's intransigence by abolishing it, plus all four existing would-be UR plans?

Let's Get Over It

The charge some economic development interests have leveled against Council—that abolishment of LIFT and all four UR areas would send a message that Littleton is “not open for business”—is clearly nothing but a spurious intimidating façade. It does not seem unreasonable to conclude that the Council majority could have—and should have—learned this important lesson from the Grove development. Indeed it would have, were it not so lopsidedly committed to those outside development interests.

We remain hopeful that Council will finally get rid of all four UR plans as well as the dysfunctional LIFT board itself. Please, return to your pledge, serving the citizens whom you represent and working to sustain Littleton's uniquely distinctive character. That doesn't seem like hyperbole, because our sustainable future depends on it.

Thank you very much!



City of Littleton

Staff Communication

6a

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

File #: Ordinance 29-2016, **Version:** 3

Agenda Date: 12/06/2016

Subject:

An ordinance on second 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 \$34,912.62 for FY 2017.

STAFF RECOMMENDATION:

Staff recommends approval of the ordinance.

PROPOSED MOTION:

I move to approve the ordinance on second reading amending the agreement with Cunningham Fire Protection District for emergency dispatch services.

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:

Wendy Heffner
CITY CLERK

CITY OF LITTLETON:

By: _____
Bruce O. Beckman
MAYOR

APPROVED AS TO FORM:

Kenneth S. Fellman
ACTING CITY ATTORNEY

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

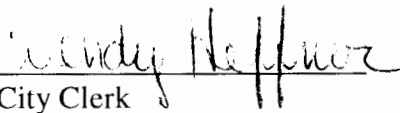
operate the Center and provide dispatching and communications services to Cunningham, as additionally provided herein.

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

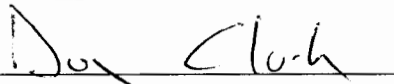
before the termination date at its sole expense. If such equipment is not so removed, then Littleton may remove such equipment at the sole expense of Cunningham.

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

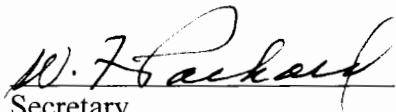
CITY OF LITTLETON

By: 
President of Council

APPROVED AS TO FORM:

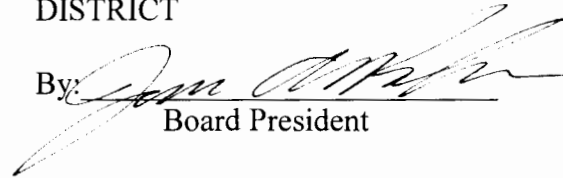

City Attorney

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

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

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 to 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*

(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 December 6, 2016

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

PLEASE PRINT YOUR NAME AND ADDRESS CLEARLY		Phone and/or email	DO YOU FAVOR THE PROJECT?	
NAME:	Donald Gervin 4539 Wilshire Circle So 80123		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: 12/06/2016

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.

At the City Council meeting on November 1, 2016, during the first reading of this ordinance, Council directed the City Attorney to contact Comcast to ask for modifications to the 2014 MSA and its First

Amendment to bring it into compliance with State law. Comcast agreed to make the modifications and provided a redlined revised version of the First Amendment. The Comcast MSA, the First Amendment, the redlined revised version of the First Amendment, and the final revised version of the First Amendment are attached 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

FIRST AMENDMENT
to
Comcast Enterprise Services Master Services Agreement No. CO-292706-mande

This First Amendment (“Amendment”) is concurrently entered into on December 1, 2016 (“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 7.2 of the Enterprise Services General Terms and Conditions (“General Terms and Conditions”) is hereby deleted in its entirety and retitled “Reserved”.

2. Article 7.3 of the General Terms and Conditions is hereby modified to read as follows:

“Indemnification Procedures. Comcast agrees to defend the Customer for any loss, injury, liability, claim or demand (“Actions”) that is the subject of this Article 7. Comcast agrees to notify the Customer 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. Comcast shall assume the defense of any Action with counsel reasonably satisfactory to the Customer. The Customer may employ its own counsel in any such case, and shall pay such counsel’s fees and expenses. Comcast shall have the right to settle any claim for which indemnification is available; provided, however, that to the extent that such settlement requires the Customer to take or refrain from taking any action or purports to obligate the Customer, then Comcast shall not settle such claim without the prior written consent of the Customer, which consent shall not be unreasonably withheld, conditioned or delayed.”

3. Article 9.6 of the General Terms and Conditions is hereby modified to read as follows:

“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. 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.”

4. Article 11.15 is hereby added to the General Terms and Conditions to read as follows:

“Non-Appropriation of Funds. Customer warrants and represents that it is a government entity for purposes of appropriation of funds for payment under the terms of this Agreement under applicable state laws. In the event Customer is unable to secure funds or if funds are not appropriated by the applicable local, state (including TABOR) or federal 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 Comcast in accordance with Article 3.3 herein. The capital expenses amount set forth hereunder shall be reduced by the total amount of NRC and MRC already paid to Company by Customer under the Agreement at the time of Termination. 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:		Printed Name:	
Title:		Title:	
Date:		Date:	

FIRST AMENDMENT
to
Comcast Enterprise Services Master Services Agreement No. CO-292706-mande

This First Amendment (“Amendment”) is concurrently entered into on November 25, 2016 (“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 7.2 of the Enterprise Services General Terms and Conditions (“General Terms and Conditions”) is hereby deleted in its entirety and retitled “Reserved”.

~~“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.”~~

2. Article 7.3 of the General Terms and Conditions is hereby modified to read as follows:

“Indemnification Procedures. ~~The Indemnifying Party Comcast~~ agrees to defend the ~~Indemnified Party Customer~~ for any loss, injury, liability, claim or demand (“Actions”) that is the subject of this Article 7. ~~The Indemnified Party Comcast~~ agrees to notify the ~~Indemnifying Party Customer~~ 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 Comcast~~ shall assume the defense of any Action with counsel reasonably satisfactory to the ~~Indemnified Party Customer~~. The ~~Indemnified Party Customer~~ may employ its own counsel in any such case, and shall pay such counsel’s fees and expenses. ~~Comcast 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 Customer~~ to take or refrain from taking any action or purports to obligate the ~~Indemnified Party Customer~~, then ~~Comcast the Indemnifying Party~~ shall not settle such claim without the prior written consent of the ~~Indemnified Party Customer~~, which consent shall not be unreasonably withheld, conditioned or delayed.”

3. Article 9.6 of the General Terms and Conditions is hereby modified to read as follows:

“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."

4. Article 11.15 is hereby added to the General Terms and Conditions to read as follows:

"Non-Appropriation of Funds. Customer warrants and represents that it is a government entity for purposes of appropriation of funds for payment under the terms of this Agreement under applicable state laws. In the event Customer is unable to secure funds or if funds are not appropriated by the applicable local, state (including TABOR) or federal 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 Comcast in accordance with Article 3.3 herein. The capital expenses amount set forth hereunder shall be reduced by the total amount of NRC and MRC already paid to Company by Customer under the Agreement at the time of Termination. 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:			
Title:	NOT FOR SIGNATURE		
Date:		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.

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 Wendy Heffner

13 7FEE432A8267419...

14 Wendy Heffner

15 CITY CLERK

DocuSigned by:

Phil Cernanec

B432418D3EEB403...

Phil Cernanec

PRESIDENT OF CITY COUNCIL

16 APPROVED AS TO FORM:

17 DocuSigned by:

18 Kristin Schledorn

19 4A3FB34EA4384FE...

20 Kristin Schledorn

21 DEPUTY CITY ATTORNEY

22

COMCAST ENTERPRISE SERVICES MASTER SERVICES AGREEMENT (MSA)

MSA ID#: CO-292706-mande	MSA Term: 60 months	Account Name: City of Littleton
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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 Order, 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:	1/28/2017

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

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 December 6, 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

[illegible]



Staff Communication

File #: Ordinance 37-2016, **Version:** 2

Agenda Date: 12/06/2016

Subject:

An ordinance on second 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 will be locked if council approves the ordinance on second reading. 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 second reading, the amendment to the master lease/purchase agreement with JP Morgan Chase Bank, NA.

There is a redline attachment that includes two modifications required by the city attorney and one clarification on the pre-payment option which is now clearly labeled as a 'Prepayment Addendum'.

PROPOSED MOTION:

I move to approve the ordinance on second reading amending the master lease/ purchase agreement between the City of Littleton and JP Morgan Chase Bank, NA for a platform truck.

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,

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


**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.

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~~

3.2. Section 15 is hereby replaced with the following:

15. **NO PREPAYMENT.** ~~Except as provided in a Prepayment Addendum~~ -Lessee shall not be permitted to prepay the Rent Payments or any other obligation under a Lease in whole or in part.

4.3. 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."

5.4. 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.

6.5. 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)

By: _____

Title: _____

JPMORGAN CHASE BANK, N.A.
(Lessor)

By: _____

Title: Authorized Officer

3.04 If any of the above-described Qualified Investments are not legal investments of Lessee, then an Authorized Representative of the Lessee shall immediately notify Escrow Agent which of said Qualified Investments are not legal investments of Lessee, and shall provide Escrow Agent with direction to invest funds in accordance with Section 3.03. It is the sole responsibility of the Lessee to ascertain that all investments comply with all applicable federal, state, and local laws, statutes, and policies.

3.05 The Escrow Agent shall, without further direction, sell such investments as and when required to make any payment from the Equipment Acquisition Fund. Any income received on such investments shall be credited to the Equipment Acquisition Fund.

3.06 The Escrow Agent shall furnish a monthly statement listing all investments to Lessor and to Lessee. The Escrow Agent shall not be responsible or liable for any loss suffered in connection with any investments of moneys made by it in accordance with this Section. Market values, exchange rates and other valuation information (including without limitation, market value, current value or notional value) of any Qualified Investment furnished in any report or statement may be obtained from third party sources and is furnished for the exclusive use of the Parties. The Escrow Agent has no responsibility whatsoever to determine the market or other value of any Qualified Investment and makes no representation or warranty, express or implied, as to the accuracy of any such valuations or that any values necessarily reflect the proceeds that may be received on the sale of a Qualified Investment.

3.07 Lessee hereby grants Lessor a security interest in the money and investments held by the Escrow Agent under this Agreement as collateral security for the payment and performance of all of Lessee's obligations under the Lease, this Agreement and any agreement, contract or instrument related to the Lease or this Agreement. Lessee represents and warrants to Lessor that the money and investments held by the Escrow Agent under this Agreement are free and clear of any liens, security interests or encumbrances other than the security interests created under this Agreement. Escrow Agent hereby acknowledges that it holds the money and investments held by the Escrow Agent under this Agreement subject to such security interest created by Lessee as bailee for Lessor; provided, that Escrow Agent's security interest in such money and investments as created under Section 4.03 hereof shall be superior to Lessor's security interest therein. It is understood that Escrow Agent has no responsibility with respect to the validity or perfection of the security interest other than to act in accordance with the terms of this Agreement.

SECTION 4. ESCROW AGENT'S AUTHORITY; INDEMNIFICATION.

4.01 The Escrow Agent may: act in reliance upon any writing, notice, certificate, instruction, instrument or signature which it, in good faith, believes to be genuine and to have been signed by an Authorized Representative of the applicable Party or Parties; assume the validity and accuracy of any statement or assertion contained in such a writing, notice, certificate, instruction or instrument; and assume that any person purporting to give any such writing, notice, certificate, instruction or instrument in connection with the provisions hereof has been duly authorized to do so. Except as expressly provided otherwise in this Agreement, the Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form of, the manner of execution of, or the validity, accuracy or authenticity of any writing, notice, certificate, instruction or instrument deposited with it, nor as to the identity, authority or right of any person executing the same. The Escrow Agent shall not be liable for any action taken, suffered or omitted to be taken by it except to the extent that a final adjudication of a court of competent jurisdiction determines that the Escrow Agent's gross negligence or willful misconduct was the primary cause of any loss to either Party. The Escrow Agent's duties hereunder (including, without limitation, its duties as to the safekeeping, investment and disbursement of moneys in the Equipment Acquisition Fund) shall be limited to those specifically provided herein.

4.02 ~~Lessor shall indemnify Lessee and Lessor jointly and severally shall indemnify, defend and save harmless the Escrow Agent from any and~~ all claims, liabilities, losses, damages, fines, penalties and expenses (including out-of pocket and incidental expenses and fees and expenses of in house or outside counsel) ("Losses") arising out of or in connection with (i) its execution and performance of this Agreement, except to the extent and that such Losses are determined by a court of competent jurisdiction through a final order to have been caused by the gross negligence or willful misconduct of the Escrow Agent, or (ii) its following any instructions or other directions from Lessee or the Lessor, except to the extent that its following any such instruction or direction is expressly forbidden by the terms hereof. The provisions of this Section 4.02 shall survive the termination of this Agreement and the resignation or removal of the Escrow Agent for any reason. The indemnifications set forth herein are intended to and shall include the indemnification of all affected agents, directors, officers and employees of the Escrow Agent. In no event shall the Escrow Agent be liable for special, incidental, punitive, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

4.03 Lessee and Lessor hereby grant Escrow Agent a first priority security interest in the money and investments held by the Escrow Agent under this Agreement as collateral security for the costs and expenses of the foregoing of Section 4.02 and for any other expenses, costs, fees or charges of any character or nature which may be incurred by the Escrow Agent (including reasonable attorneys' fees and court costs) relating to any suit (interpleader or otherwise) or other dispute arising between Lessee and Lessor as to the correct interpretation of the Lease, this Agreement or any instructions given to the Escrow Agent hereunder, with the right of the

J.P.Morgan

JPMORGAN CHASE BANK, N.A.
Mail Code OH1-1085
1111 Polaris Parkway, Suite 3-A
Columbus, OH 43240-2050

November 29, 2016

CITY OF LITTLETON
Attn: Doug Farmen
2255 W BERRY AVENUE
LITTLETON, CO 80165

Dear Doug Farmen ,

Enclosed you will find the documents necessary to complete your transaction with JPMORGAN CHASE BANK, N.A. ("JPM"). These documents have been completed as of November 29, 2016 and reflect the pricing, terms and conditions of the transaction as of this date. **Please be advised that JPM reserves the right to adjust pricing in order to maintain JPM's anticipated economic return as a result of material adverse changes in money markets and capital markets up to the date of final funding.**

- **Master Lease-Purchase Addendum**– These documents constitute the main agreement for this and future Schedules. Please have your Authorized Signer sign and record his/her title on the forms.
- **Lease Schedule, Schedule A-1, and Payment Schedule** - These are specific documents for the current financing and detail the Schedule terms and conditions, describe the equipment and state the repayment terms. Please have your Authorized Signer sign and record his/her title on each form. *****FINAL RATE AND AMORT SCHEDULE WILL BE SET THREE BUSINESS DAYS PRIOR TO FUNDING*****
- **Prepayment Schedule Addendum and Vehicle Schedule Addendum**– This is specific for the current financing and details any additional terms and conditions related to the Schedule. Please have your Authorized Signer sign and record his/her title on the form.
- **Resolution and Declaration of Official Intent** – Your governing board will need to review and approve the financing and the Authorized Signer(s). Please have the Secretary/Clerk of the board certify that the board has met and approved the financing, and that the titles of the Authorized Signer(s) are correct.
- **Certificate of Incumbency** – Please have the Secretary/Clerk of the board certify that the titles and specimen signature(s) of the Authorized Signer(s) are correct.
- **Opinion of Counsel** – Please have your counsel review the documents as soon as possible, and prepare an Opinion of Counsel letter on their letterhead addressed to JPMORGAN CHASE BANK, N.A. A sample of an Opinion of Counsel letter that will satisfy JPMORGAN CHASE BANK, N.A. is enclosed.
- **Proceeds Disbursement Authorization** - Please complete the missing payment information, sign and date, and provide the signer's title where indicated.

- **IRS Form 8038/G/GC** – This form is required for IRS reporting of a tax-exempt financing. Please refer to the instructions when completing the information on the form and have an Authorized Signer sign and date at the bottom.
 - **Insurance Request Letter** – Prior to paying the vendor(s), we will need proof of insurance on the equipment, and JPMORGAN CHASE BANK, N.A., its Parent, Affiliates, Successors and Assigns, will need to be listed as both loss payee and additional insured on your policy. Please have an Authorized Signer sign the bottom of the form. Also, please instruct your Insurance Agent to provide a Certificate of Insurance as required on the form.
 - **Escrow Agreement, Receipt Certificate/Payment Request Forms (with Instructions), and Escrow Funding Schedule Addendum and Arbitrage Certificate**-These documents establish an agreement with an Escrow Agent if you are acquiring the equipment over a defined and allowable period of time. Please review the Schedule 1 Investment Authorization form and select an investment for the escrowed funds. This will instruct the Escrow Agent where you want the escrowed funds to be invested. The authorized Signer will need to sign and insert his/her title on the Escrow Agreement, and the Escrow Funding Schedule Addendum.
- If you have any questions regarding your Escrow Investment selection please contact: Mike Weber** Tel. (704) 333-5744 Fax (704) 333-5850 Mobile (704) 661-0932
Email michael-r.weber@db.com
- **Taxpayer Identification Number and Certification (W9 form)** – Please include a copy of your fully completed and executed W9 form. The most current version of the form can be found at www.irs.gov.

For funding, please return your lease documents to JPMORGAN CHASE BANK, N.A., Mail Code OH1-1085, 1111 Polaris Parkway, Suite A3, Columbus, OH 43240.

We would like to thank you for choosing JPMORGAN CHASE BANK, N.A. to assist with your equipment financing. We appreciate your business and welcome the opportunity to work with you.

PLEASE MAKE A COPY OF THE DOCUMENTS FOR YOUR RECORDS. If you would like to receive a copy of the signature pages post closing, please notify your Documentation Specialist of your request. Your payments will be due **annually** as set forth in the Lease Schedule. You will be receiving an invoice for the above referenced account at:

CITY OF LITTLETON
2255 W BERRY AVENUE
LITTLETON, CO 80165

If you decide to enroll in the Automated Bill Payment your payments will be debited **annually** on the due date of your payment, beginning with your first payment. Payments debited will include your normally scheduled payment plus any applicable sales tax and assessments.

If you have any questions, concerns, or if I can be of assistance, please feel free to call me. I can be reached at 1-800-678-2601 or (614) 217-8827 from 8:00 a.m. through 5:00 p.m. ET Monday through Friday. I'll be happy to help you.

Sincerely,

Britney Posey
Documentation Specialist

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 15 is hereby replaced with the following:

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

3. 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."

4. 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.

5. 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)

By: _____

Title: _____

JPMORGAN CHASE BANK, N.A.
(Lessor)

By: _____

Title: Authorized Officer

LEASE SCHEDULE

Dated as of: DECEMBER 15, 2016

Lease No.: 1000142100

This Lease Schedule, together with its Payment Schedule, is attached and made a part of the Master Lease-Purchase Agreement described below ("Master Lease") between the Lessee and Lessor named below. All terms and conditions of the Master Lease are incorporated herein by reference. Unless otherwise defined herein, capitalized terms defined in the Master Lease will have the same meaning when used herein.

Master Lease-Purchase Agreement dated February 21, 2012.

- A. EQUIPMENT DESCRIBED:** The Equipment includes all of the property described on Schedule A-1 attached hereto and made a part hereof.
- B. EQUIPMENT LOCATION:** See Attached Schedule A-1
- C. ACCEPTANCE OF EQUIPMENT:** AS BETWEEN LESSEE AND LESSOR, LESSEE AGREES THAT: (a) LESSEE HAS RECEIVED AND INSPECTED ALL EQUIPMENT; (b) ALL EQUIPMENT IS IN GOOD WORKING ORDER AND COMPLIES WITH ALL PURCHASE ORDERS, CONTRACTS AND SPECIFICATIONS; (c) LESSEE ACCEPTS ALL EQUIPMENT FOR PURPOSES OF THE LEASE "AS-IS, WHERE-IS"; AND (d) LESSEE WAIVES ANY RIGHT TO REVOKE SUCH ACCEPTANCE.
- D. ESSENTIAL USE; CURRENT INTENT OF LESSEE:** Lessee represents and agrees that the use of the Equipment is essential to Lessee's proper, efficient and economic functioning or to the services that Lessee provides to its citizens and the Equipment will be used by Lessee only for the purpose of performing its governmental or proprietary functions consistent with the permissible scope of its authority. Lessee currently intends for the full Lease Term: to use the Equipment; to continue this Lease; and to make Rental Payments if funds are appropriated in each fiscal year by its governing body.
- E. RENTAL PAYMENTS; LEASE TERM:** The Rental Payments to be paid by Lessee to Lessor, the interest rate at which the interest portion of the Rental Payments is calculated, the Taxable Rate, the commencement date and the Lease Term of this Lease Schedule are each set forth on the Payment Schedule attached to this Lease Schedule.
- F. RE-AFFIRMATION OF THE MASTER LEASE:** Lessee hereby re-affirms all of its representations, warranties and obligations under the Master Lease (including, without limitation, its obligation to pay all Rental Payments, its disclaimers in Section 7 thereof and its representations in Sections 6.1 and 16 thereof).
- G. GOVERNMENT REGULATION. ANTI-CORRUPTION.**
- (a) Representations and Warranties Regarding Anti-Corruption Laws and Sanctions.** Lessee has implemented and maintains in effect policies and procedures designed to ensure compliance by Lessee and its officers, employees and agents with Anti-Corruption Laws and applicable Sanctions, and Lessee and its officers and employees and to the knowledge of Lessee its agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (a) Lessee or to the knowledge of Lessee any of its respective officers or employees, or (b) to the knowledge of Lessee, any agent of Lessee that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. No advance, letter of credit, use of proceeds or other transaction contemplated by this Lease will violate Anti-Corruption Laws or applicable Sanctions.
- (b) Compliance with Anti-Corruption Laws and Sanctions.** Lessee shall maintain in effect and enforce policies and procedures designed to ensure compliance by Lessee and its officers, employees and agents with Anti-Corruption Laws and applicable Sanctions.
- (c) Use of Proceeds.** Lessee shall not use, or permit any proceeds of the Lease to be used, directly or indirectly, by Lessee or its officers, employees and agents: (1) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws; (2) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Person, or in any Sanctioned Country; or (3) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

(d) Definitions. For the purposes of this Section G, the following terms shall have the following meanings:
"Anti-Corruption Laws" means all laws, rules, and regulations of any jurisdiction applicable to the Lessee or its subsidiaries from time to time concerning or relating to bribery or corruption. "Person" means any individual, corporation, partnership, limited liability company, joint venture, joint stock association, association, bank, business trust, trust, unincorporated organization, any foreign governmental authority, the United States of America, any state of the United States and any political subdivision of any of the foregoing or any other form of entity. "Sanctions" means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by the U.S. government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State. "Sanctioned Country" means, at any time, a country, region or territory which is the subject or target of any Sanctions (as at the time of this Agreement, Crimea, Cuba, Iran, North Korea, Sudan and Syria). "Sanctioned Person" means, at any time, (a) any Person listed in any Sanctions-related list of designated Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State, (b) any Person operating, organized or resident in a Sanctioned Country or (c) any Person controlled by any such Person.

H. BANK QUALIFIED: LESSEE CERTIFIES (a) THAT IT HAS DESIGNATED THIS LEASE AS A "QUALIFIED TAX-EXEMPT OBLIGATION" FOR THE PURPOSES OF AND WITHIN THE MEANING OF SECTION 265(b)(3) OF THE CODE, (b) THAT IT HAS NOT DESIGNATED MORE THAN \$10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE FOR THE CURRENT CALENDAR YEAR AND (c) THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF SECTION 265 TAX-EXEMPT OBLIGATIONS TO BE ISSUED DURING THE CURRENT CALENDAR YEAR BY LESSEE, OR BY AN ENTITY CONTROLLED BY LESSEE OR BY ANOTHER ENTITY THE PROCEEDS OF WHICH ARE LOANED TO OR ALLOCATED TO LESSEE FOR PURPOSES OF SECTION 265(b) OF THE CODE WILL NOT EXCEED \$10,000,000. "Section 265 Tax-Exempt Obligations" are obligations the interest on which is excludable from gross income of the owners thereof under Section 103 of the Code, except for private activity bonds other than qualified 501(c)(3) bonds, both as defined in Section 141 of the Code.

Equipment/Escrow Acceptance Date: _____, 20____

CITY OF LITTLETON
(Lessee)

By: _____

Title: _____

JPMORGAN CHASE BANK, N.A.
(Lessor)

By: _____

Title: Authorized Officer

SCHEDULE A-1
(Equipment List)

Expected Equipment Purchase Price **\$1,400,000.00**

Net Amount Financed **\$1,400,000.00**

Equipment Location:

2255 West Berry Avenue
Littleton, CO 80120

Equipment Description:

(1) Platform Fire Truck with Accessories

TOGETHER WITH ALL ATTACHMENTS, ADDITIONS, ACCESSIONS, PARTS, REPAIRS, IMPROVEMENTS, REPLACEMENTS AND SUBSTITUTIONS THERETO.

This Schedule A-1 is attached to the Lease Schedule **1000142100** or a Receipt Certificate/Payment Request relating to the Lease Schedule.

CITY OF LITTLETON
(Lessee)

JPMORGAN CHASE BANK, N.A
(Lessor)

By: _____

By: _____

Title: _____

Title: Authorized Officer

Payment Schedule

This Payment Schedule is attached and made a part of the Lease Schedule identified below which is part of the Master Lease-Purchase Agreement identified therein, all of which are between the Lessee and Lessor named below.

Lease Schedule No. **1000142100**

Lease Schedule Dated: **December 15, 2016**

Accrual Date **December 15, 2016**

Amount Financed **\$1,400,000.00**

Interest Rate **TBD**

Taxable Rate **TBD**

*****FINAL RATE AND AMORT SCHEDULE WILL BE SET THREE BUSINESS DAYS PRIOR TO FUNDING*****

Rent Number	Rent Date	Rent Payment	Interest Portion	Principal Portion	Termination Value
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CITY OF LITTLETON
(Lessee)

By: _____

Title: _____

JPMORGAN CHASE BANK, N.A.
(Lessor)

By: _____

Title: Authorized Officer

PREPAYMENT SCHEDULE ADDENDUM
(Lockout Period)

Dated as of: **DECEMBER 15, 2016**

Lease Schedule No.: **1000142100**

Lessee: **CITY OF LITTLETON**

Reference is made to the above Lease Schedule ("Schedule") and to the Master Lease-Purchase Agreement ("Master Lease") identified in the Schedule, which are by and between **JPMORGAN CHASE BANK, N.A.** ("Lessor") and the above lessee ("Lessee"). As used herein: "Lease" shall mean the Schedule and the Master Lease, but only to the extent that the Master Lease relates to the Schedule. This Schedule Addendum amends and supplements the terms and conditions of the Lease. Unless otherwise defined herein, capitalized terms defined in the Lease shall have the same meaning when used herein. **Solely for purposes of the Schedule, Lessor and Lessee agree as follows:**

1. Notwithstanding anything to the contrary herein or the Lease, Lessee and Lessor agree that Lessee shall not exercise its prepayment or early purchase rights under the Lease (including, without limitation, Section 15 of the Master Lease as it relates to the Schedule) or this Addendum prior to the end of the Lock-Out Period specified below.

Lock-Out Period: the first 12 months of the Lease Term of the Schedule

2. Notwithstanding anything to the contrary in the Lease (including, without limitation, Section 15 of the Master Lease as it relates to the Schedule), Lessee and Lessor agree that so long as no Event of Default has occurred and continues under the Lease **and** so long as Lessee gives Lessor at least 30 days prior written notice (the "Notice Period") **and** so long as the above Lock-Out Period has expired, Lessee may elect to prepay its obligations under the Schedule by paying to Lessor on the Rent Payment due date (a "Prepayment Date") following the Notice Period the total of the following (the "Prepayment Amount"): (a) all accrued Rent Payments, interest, taxes, late charges and other amounts then due and payable under the Lease; plus (b) the remaining principal balance payable by Lessee under the Schedule as of said Prepayment Date.
3. The parties acknowledge that the Termination Value column of the Payment Schedule to the Schedule is included solely for purposes of the calculations required by Section 13.3 of the Master Lease (casualty loss of Equipment), Section 14.1 of the Master Lease (required amount of casualty loss insurance) and Subsection 20(c) of the Master Lease (post-default remedies of Lessor) and said Termination Value column does not negate the restrictions on purchase options or voluntary prepayment in paragraphs 1 and 2 of this Addendum.
4. The prepayment or early purchase option rights granted herein shall control in the event of any conflict between the provisions of this Addendum and the Master Lease as it relates to the Schedule. Except as expressly amended or supplemented by this Addendum and other instruments signed by Lessor and Lessee, the Lease remains unchanged and in full force and effect.

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

CITY OF LITTLETON
(Lessee)

JPMORGAN CHASE BANK, N.A.
(Lessor)

By: _____

By: _____

Title: _____

Title: Authorized Officer

VEHICLE SCHEDULE ADDENDUM

Dated As of: **DECEMBER 15, 2016**

Lease Schedule No: **1000142100**

Lessee: **CITY OF LITTLETON**

Reference is made to the above Lease Schedule ("Schedule") to the Master Lease-Purchase Agreement identified in the Schedule ("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 Schedule and is hereby made a part of the Schedule. 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 the Schedule, Lessor and Lessee hereby agree to amend the Schedule as follows:

1. In the event that any unit of Equipment covered by the Schedule is a vehicle or trailer under applicable State law, then the following provisions shall also apply to the Schedule:
 - (a) each manufacturer's statement of origin and certificate of title shall state that Lessor has the first and sole lien on or security interest in such unit of Equipment;
 - (b) the public liability insurance required by the terms of clauses (b) of Section 14.1 of the Master Lease shall be in an amount not less than \$1,000,000.00 combined single limit per unit per occurrence. Physical damage should not be less than the replacement cost coverage for the equipment identified on the Schedule A-1;
 - (c) Lessee shall furnish and permit only duly licensed, trained, safe and qualified drivers to operate any such unit of Equipment, and such drivers shall be agents of Lessee and shall not be agents of Lessor; and
 - (d) Lessee shall cause each such unit of Equipment to be duly registered and licensed as required by applicable State law with Lessor noted as lienholder, listed at address below and Lessee as owner.

Lessor's Address:
JPMORGAN CHASE BANK, N.A.
1111 Polaris Parkway, Suite 3A
Columbus, Ohio 43240-2050

2. Except as expressly amended by this Addendum and other modifications signed by Lessor, the Schedule remains unchanged and in full force and effect.

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

CITY OF LITTLETON
(Lessee)

JPMORGAN CHASE BANK, N.A.
(Lessor)

By: _____

By: _____

Title: _____

Title: Authorized Officer

RESOLUTION AND DECLARATION OF OFFICIAL INTENT

Lessee: CITY OF LITTLETON

Principal Amount Expected To Be Financed: \$1,400,000.00

WHEREAS, the above Lessee is a political subdivision of the State in which Lessee is located (the "State") and is duly organized and existing pursuant to the constitution and laws of the State.

WHEREAS, pursuant to applicable law, the governing body of the Lessee ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interests in property, leases and easements necessary to the functions or operations of the Lessee.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more lease-purchase agreements ("Equipment Leases") in the principal amount not exceeding the amount stated above ("Principal Amount") for the purpose of acquiring the property generally described below ("Property") and to be described more specifically in the Equipment Leases is appropriate and necessary to the functions and operations of the Lessee.

Brief Description Of Property: See Attached Schedule A-1

WHEREAS, JPMorgan Chase Bank, N.A. ("Lessor") is expected to act as the lessor under the Equipment Leases.

WHEREAS, the Lessee may pay certain capital expenditures in connection with the Property prior to its receipt of proceeds of the Equipment Leases ("Lease Purchase Proceeds") for such expenditures and such expenditures are not expected to exceed the Principal Amount.

WHEREAS, the U.S. Treasury Department regulations do not allow the proceeds of a tax-exempt borrowing to be spent on working capital and the Lessee shall hereby declare its official intent to be reimbursed for any capital expenditures for Property from the Lease Purchase Proceeds.

NOW, THEREFORE, Be It Resolved by the Governing Body of the Lessee:

SECTION 1. Either one of the (insert title) _____ **OR** the (insert title) _____ (each an "Authorized Representative") acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver one or more Equipment Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Lessee. Each Authorized Representative acting on behalf of the Lessee is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Equipment Lease (including, but not limited to, escrow agreements) as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Equipment Leases are hereby authorized.

SECTION 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Lessee to execute and deliver agreements and documents relating to the Equipment Leases on behalf of the Lessee.

SECTION 3. The aggregate original principal amount of the Equipment Leases shall not exceed the Principal Amount and shall bear interest as set forth in the Equipment Leases and the Equipment Leases shall contain such options to purchase by the Lessee as set forth therein.

SECTION 4. The Lessee's obligations under the Equipment Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Equipment Lease and the Lessee's obligations under the Equipment Leases shall not constitute a general obligations of the Lessee or indebtedness under the Constitution or laws of the State.

SECTION 5. The Governing Body of Lessee anticipates that the Lessee may pay certain capital expenditures in connection with the Property prior to the receipt of the Lease Purchase Proceeds for the Property. The Governing Body of Lessee hereby declares the Lessee's official intent to use the Lease Purchase Proceeds to reimburse itself for Property expenditures. This section of the Resolution is adopted by the Governing Body of Lessee for the purpose of establishing compliance with the requirements of Section 1.150-2 of Treasury Regulations. This section of the Resolution does not bind the Lessee to make any expenditure, incur any indebtedness, or proceed with the purchase of the Property.

SECTION 6. As to each Equipment Lease, Lessee hereby designates each Equipment Lease as a "qualified tax-exempt obligation" for the purposes of and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended ("Code") and Lessee reasonably anticipates that the total amount of Section 265 Tax-Exempt Obligations to be issued during the current calendar year by Lessee, or by an entity controlled by Lessee or by another entity the proceeds of which are loaned to or allocated to Lessee for purposes of Section 265(b) of the Code will not exceed \$10,000,000. "Section 265 Tax-Exempt Obligations" are obligations the interest on which is excludable from gross income of the owners thereof under Section 103 of the Code, except for private activity bonds other than qualified 501(c)(3) bonds, both as defined in Section 141 of the Code.

SECTION 7. This Resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED on this _____, 20____.

The undersigned Secretary/Clerk of the above-named Lessee hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Lessee, that the foregoing resolutions were duly adopted by said Governing Body of the Lessee at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

Signature of Secretary/Clerk of Lessee

Print Name: _____

Official Title: _____

Date: _____

CERTIFICATE OF INCUMBENCY

Dated: **DECEMBER 15, 2016**

Lease Schedule No: 1000142100

Lessee: **CITY OF LITTLETON**

I, the undersigned Secretary/Clerk identified below, do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee (the "Lessee"), a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

[NOTE: Use same titles as Authorized Representatives stated in Resolutions.]

Name	Title	Signature
------	-------	-----------

Name	Title	Signature
------	-------	-----------

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such Lessee as of the date set forth below.

Signature of Secretary/Clerk of Lessee

Print Name: _____

Official Title: _____

Date: _____

NOTE: In case the Secretary/Clerk is also the authorized representative that executes a Lease-Purchase Agreement / documents by the above incumbency, this certificate must also be signed by a second officer.

Print Name: _____ Signature: _____

Title: _____

PROCEEDS DISBURSEMENT AUTHORIZATION

JPMORGAN CHASE BANK, N.A.
1111 Polaris Parkway, Suite A3 (OH1-1085)
Columbus, OH 43240

Date **DECEMBER 15, 2016**

Re: Disbursements Of Proceeds Under The MASTER LEASE PURCHASE AGREEMENT Referred To Below

Reference is made to that certain Master Lease Purchase Agreement dated February 21, 2012 between **CITY OF LITTLETON**, ("Lessee") and **JPMORGAN CHASE BANK, N.A.** (the "Lessor") the Lease Schedule (1000142100) dated **DECEMBER 15, 2016** and the related Escrow Agreement dated **DECEMBER 15, 2016**.

I hereby instruct you and authorize you to disburse \$1,400,000.00 to the account number(s) as specified below:

Payee #1

DEUTSCHE BANK
60 WALL STREET, 16TH FLOOR
NEW YORK, NY 10005

By signing below, Lessee authorizes Lessor to issue checks or direct fund transfers to the payees, in the amounts, and per the instructions (if applicable) set forth above. Lessee also acknowledges that it may be responsible for paying other fees directly to third parties, such as Lessor's counsel, and making other disbursements in connection with the lease transaction per the terms of the lease documents. Lessor may rely and act on the instructions set forth herein and shall not be responsible for the use or application of the funds, and Lessee shall indemnify, defend and hold harmless Lessor from and against any and all losses, costs, expenses, fees, claims, damages, liabilities, and causes of action in any way relating to or arising from acting in accordance therewith. In the event of any conflict with any other instruction set forth herein, the ABA # and Account # shall control.

IN WITNESS WHEREOF, the Lessee has caused this Proceeds Disbursement Authorization to be executed as of the day and year first above written.

CITY OF LITTLETON
(Lessee)

By: _____

Title: _____



**LEASE-PURCHASE INSURANCE REQUEST LETTER
PUBLIC SECTOR**

November 29, 2016

CIRSA

3665 CHERRY CREEK NORTH DRIVE

DENVER, CO 80209

Phone #: 800-228-7136

Email: _____

Dear Agent:

JPMORGAN CHASE BANK, N.A. (the "Bank") requires proof of acceptable insurance coverage before the transaction can close. The requirements identified below must be provided to us on a Certificate of Insurance and stay in full effect throughout the term of the transaction.

1. The certificate of insurance must be issued directly to JPMorgan Chase Bank, N.A. and shall be issued by a company having an A.M. Best Rating of at least A- with a Financial Size Category of at least VIII.
2. The certificate of insurance must be executed.
3. The insurance must be primary and without right of contribution and any insurance maintained by the Bank or any other additional insured or loss payee will be in excess and non-contributory.
4. Policies must include a Waiver of Subrogation in favor of "JPMorgan Chase Bank, N.A., its parent and affiliates, successors or assigns".
5. Policies must include a Severability of Interest and Cross-Liability clause.
6. Policies must include written Notice of Cancellation to the Certificate Holder/Additional Insured pursuant to the terms of the policy. Such notice must be directed by certified mail to: JPMorgan Chase Bank, N.A., 1111 Polaris Parkway, Suite A3, Columbus, Ohio 43240, Attn: Insurance Dept.
7. **PHYSICAL DAMAGE**
 - a. Replacement cost coverage for the non-titled equipment identified on the attached Schedule A-1, and Full Coverage Physical Damage for titled vehicles identified on the attached Schedule A-1, which is estimated to be **\$1,400,000.00**.
 - b. "JPMorgan Chase Bank, N.A., its parent and affiliates, successors or assigns" shall be named as Loss Payee.
8. **LIABILITY**
 - a. General liability and Auto liability coverage must be provided in the amount of **\$1,000,000.00**.
 - b. "JPMorgan Chase Bank, N.A., its parent and affiliates, successors or assigns" shall be named as Additional Insured.

Please immediately send proof of the above insurance requirements **VIA EMAIL TO: Britney.a.posey@jpmorgan.com**.

Sincerely,

CITY OF LITTLETON

By: _____

ESCROW AGREEMENT
(Gross Fund-Earnings to Lessee)

Dated as of: DECEMBER 15, 2016

This Escrow Agreement together with all addenda, riders and attachments hereto, as the same may from time to time be amended, modified or supplemented ("Agreement") is made and entered as of the date set forth above by and among the Escrow Agent identified below ("Escrow Agent"), the Lessee identified below ("Lessee") and JPMorgan Chase Bank, N.A. ("Lessor"). As used herein, "Party" shall mean any of Lessee, Lessor or Escrow Agent, and "Parties" shall mean all of Lessee, Lessor and Escrow Agent. The Parties hereby authorize the Escrow Agent to act as escrow agent hereunder. All references to Escrow Agent shall mean Deutsche Bank Trust Company Americas in its capacity as escrow agent only, and all references to Lessor shall mean JPMorgan Chase Bank, N.A. in its capacity as lessor only.

Escrow Agent: Deutsche Bank Trust Company Americas

Lessee: CITY OF LITTLETON

For good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. RECITALS.

1.01 Lessor and Lessee have entered into the Lease identified below whereby Lessor has agreed to lease and sell certain property generally described in the attached Schedule A-1 (the "Equipment") to Lessee, and Lessee has agreed to lease and purchase the Equipment from Lessor, in the manner and on the terms set forth in the Lease.

1.02 "Lease" means, collectively, the Lease Schedule identified below and the Master Lease-Purchase Agreement identified in said Lease Schedule (to the extent that it relates to said Lease Schedule) together with all exhibits, schedules, addenda, riders and attachments thereto. The Escrow Agent shall neither be responsible for, nor chargeable with, knowledge of, nor have any requirements to comply with, the terms and conditions of any other agreement, instrument or document between Lessee and Lessor, in connection herewith, if any, including without limitation the Lease, nor shall the Escrow Agent be required to determine if any person or entity has complied with any such agreements, nor shall any such obligations of the Escrow Agent be inferred from the terms of such agreements, even though reference thereto may be made in this Agreement. In the event of any conflict between the terms and provisions of this Agreement, those of the Lease, any schedule or exhibit attached to the Agreement, or any other agreement among the Parties, the terms and conditions of this Agreement shall control.

Lease Schedule No. 1000142100

1.03 **LESSOR'S DEPOSIT: \$1,400,000.00** Lessor shall pay or cause to be paid to the Escrow Agent the amount of the Lessor's Deposit. The date that the Lessor's Deposit is paid to the Escrow Agent shall be referred to as the "Lessor's Deposit Date". Escrow Agent shall credit the Lessor's Deposit to the Equipment Acquisition Fund established in Section 2 hereof on the Lessor's Deposit Date. To the extent that the purchase price of the Equipment exceeds the Lessor's Deposit, Lessee shall either notify Escrow Agent and then deposit with Escrow Agent funds which will be credited to the Equipment Acquisition Fund and used to pay the balance of the purchase price of the Equipment or Lessee shall pay such balance directly to the suppliers.

1.04 **FUNDING EXPIRATION DATE: June 15, 2018** ("Funding Expiration Date"). Lessee and Lessor agree that all Equipment should be delivered and installed, and all funds disbursed from the Equipment Acquisition Fund, no later than the above Funding Expiration Date.

1.05 Under the Lease, Lessee will cause each item of Equipment to be ordered from the applicable suppliers. Lessee shall furnish to Lessor as soon as available, a copy of the purchase orders or purchase contracts for all Equipment ordered pursuant to the Lease, showing the supplier, the purchase price and the estimated delivery dates.

1.06 Subject to such control by Lessee and Lessor as is provided herein, Lessor and Lessee agree to appoint the Escrow Agent and the Escrow Agent accepts such appointment to receive, hold, invest and disburse the moneys deposited with the Escrow Agent as described in this Agreement. The Escrow Agent shall not be obligated to assume or perform any obligation of Lessee or Lessor under the Lease or of any supplier with respect to any Equipment by reason of anything contained in this Agreement. Escrow

Agent shall have only those duties as are specifically and expressly provided herein, which shall be deemed purely ministerial in nature, and no other duties shall be implied. Any funds in the Equipment Acquisition Fund not needed to pay the purchase price of Equipment will be paid to Lessor or Lessee, all as hereinafter provided.

1.07 This Agreement is not intended to alter or change in any way the rights and obligations of Lessor and Lessee under the Lease, but is entirely supplemental thereto. The provisions of this Agreement may be waived, altered, amended or supplemented, in whole or in part, only by a writing signed by all Parties.

1.08 Each of the Parties hereto has authority to enter into this Agreement, and has taken all actions necessary to authorize the execution of this Agreement by the officers whose signatures are affixed hereto. Where, however, the conflicting provisions of any such applicable law may be waived, they are hereby irrevocably waived by the Parties hereto to the fullest extent permitted by law, to the end that this Agreement shall be enforced as written.

SECTION 2. EQUIPMENT ACQUISITION FUND.

2.01 The Escrow Agent's sole responsibility prior to the Lessor's Deposit Date shall be to establish an escrow account designated as the Equipment Acquisition Fund (the "Equipment Acquisition Fund"). Escrow Agent shall keep such funds deposited into the escrow account separate and apart from all other funds and money held by it, and shall administer such funds as provided in this Agreement. Escrow Agent's rights and responsibilities under this Agreement, other than establishment of the Equipment Acquisition Fund, shall begin on the Lessor's Deposit Date, which may be on or after the date of this Agreement.

2.02 The Lessor's Deposit and any funds deposited by Lessee under Section 1.03 hereof shall be credited to the Equipment Acquisition Fund on the Lessor's Deposit Date and shall be used to pay the balance of the purchase price of each item of Equipment subject to the Lease. The Escrow Agent shall pay to the suppliers of the Equipment the payment amounts then due and payable with respect thereto upon receipt of a written request executed by an Authorized Representative (as defined in Section 7) of the Lessor, delivered to the Escrow Agent in accordance with Section 9.02, and after the Escrow Agent has satisfied any applicable security procedures as required by Section 7. The written request will specify the supplier/beneficiary, its address or wire instructions and the applicable portion of the Equipment Acquisition Fund to be paid (the "Receipt Certificate/Payment Request"). As between Lessee and Lessor only, Lessee agrees that it will submit to Lessor for Lessor's signature a Receipt Certificate/Payment Request that has been executed by Lessee together with (a) the suppliers' invoices specifying the applicable portion of the purchase price of the items of Equipment described in said Receipt Certificate, (b) if the item of Equipment is a titled vehicle, a copy of the Manufacturer's Statement of Origin (MSO) covering such item showing Lessor as first and sole lienholder, and (c) any other documents required by the Lease, and Lessee agrees that Lessor shall not be obligated to execute any such Receipt Certificate until all of the foregoing have been submitted to Lessor.

2.03 If an Authorized Representative of the Lessor delivers to the Escrow Agent written notice of the occurrence of an event of default under the Lease or of a termination of the Lease due to a non-appropriation event or non-renewal event under the Lease, then the Escrow Agent shall immediately remit to Lessor the remaining balance of the Equipment Acquisition Fund. After its receipt of a notice of an event of default under the Lease, the Escrow Agent shall comply with all written instructions from an Authorized Representative of Lessor without further consent from Lessee or any other person. After its receipt of a notice of an event of default under the Lease, the Escrow Agent shall not accept or act upon any instruction from Lessee nor shall it permit any distribution or release of any part of the Equipment Acquisition Fund without written authorization from an Authorized Representative of the Lessor.

2.04 Upon the Escrow Agent's receipt of a Full Funding Notice (as defined below), the Escrow Agent shall apply the balance remaining in the Equipment Acquisition Fund:

first, to all reasonable fees and expenses incurred by the Escrow Agent in connection herewith as evidenced by its statement forwarded to Lessee and Lessor; and

second, to Lessor to be applied by Lessor for benefit of Lessee either: (a) toward the principal and interest portion of the Rent Payment next coming due under the Lease; or (b) to reimburse the Lessee for the interest portion of their Rental Payments previously made within the past 18 months; or (c) toward a partial prepayment of the principal amount remaining due under the Lease and thereupon Lessor shall prepare and deliver to Lessee a revised Payment Schedule reflecting such partial prepayment of principal.

"Full Funding Notice" means written notification by an Authorized Representative of the Lessor to the Escrow Agent of the Lessor's receipt of the Final Receipt Certificate/Payment Request which confirms that all Equipment covered by the Lease has been delivered to and accepted by Lessee under the Lease and that the full amount of the Lessor's Deposit has been paid to the applicable suppliers.

2.05 Upon the Funding Expiration Date stated in Section 1.04 above, the Escrow Agent shall apply the remaining balance in the Equipment Acquisition Fund:

first, to all reasonable fees and expenses incurred by the Escrow Agent in connection herewith as evidenced by its statement forwarded to Lessee and Lessor; and

second, to Lessor to be applied by Lessor for benefit of Lessee either: (a) toward the principal portion of the Rent Payment next coming due under the Lease; or (b) to reimburse the Lessee for the interest portion of their Rental Payments previously made within the past 18 months; or (c) toward a partial prepayment of the principal amount remaining due under the Lease and thereupon Lessor shall prepare and deliver to Lessee a revised Payment Schedule reflecting such partial prepayment of principal.

Upon the Funding Expiration Date stated in Section 1.04 above, the Escrow Agent shall apply the interest earnings on the Equipment Acquisition Fund as set forth in Section 2.04 above.

2.06 The Escrow Agent shall not be responsible for the sufficiency of the moneys credited to the Equipment Acquisition Fund to make the payments herein required.

2.07 This Agreement shall terminate upon disbursement by the Escrow Agent of all money held by it hereunder, subject to the provisions of Section 4.

SECTION 3. MONEY IN EQUIPMENT ACQUISITIONS FUND; INVESTMENT.

3.01 The money and investments held by the Escrow Agent under this Agreement are irrevocably held in escrow for the benefit of Lessee and Lessor, and such money, together with any income or interest earned thereon, shall be expended only as provided in this Agreement, and shall not be subject to any security interest or lien, by or for the benefit of any creditor of either Lessee or Lessor; provided, that the money and investments held by the Escrow Agent under this Agreement shall be subject to the security interests provided in Sections 3.07 and 4.03 hereof and further shall be subject to Section 12.04.

3.02 Money held by the Escrow Agent hereunder shall be invested and reinvested by the Escrow Agent at the written direction executed by an Authorized Representative of Lessee in Qualified Investments (as defined below). Such investments shall be registered in the name of the Escrow Agent and held by the Escrow Agent. The Escrow Agent may purchase or sell to itself or any affiliate, as principal or agent, investments authorized by this Section. Such investments and reinvestments shall be made giving consideration for the time at which funds are required to be available. No investment instruction shall be given that would cause the Agreement to be deemed an "arbitrage bond" within the meaning of Section 148(a) of the Internal Revenue Code of 1986, as amended.

3.03 The Escrow Agent shall have no discretion whatsoever with respect to the management, disposition or investment of the Equipment Acquisition Fund. Lessee acknowledges and agrees that all investments made pursuant to this section shall be for the account and risk of Lessee and any losses associated with investments shall be borne solely by Lessee. Escrow Agent shall from time to time invest and reinvest the funds held in the Equipment Acquisition Fund account, as and when instructed by an Authorized Representative of Lessee, in writing, in any one or more of the following (hereinafter, "Qualified Investments"): (a) obligations of the United States of America or any agency created thereby; (b) general obligations of any State of the United States of America; (c) general obligations of any political subdivision of a State of the United States of America, if such obligations are rated by at least two recognized rating services as at least AA; (d) certificates of deposit of any national bank or banks (including, if applicable, Escrow Agent or an affiliate of Escrow Agent) insured by the Federal Deposit Insurance Corporation (FDIC) with a net worth in excess of \$100,000,000.00 ("Acceptable Bank"); (e) obligations of State or Municipal Public Housing Authorities chartered by the United States of America and guaranteed by the United States of America; (f) demand interest bearing accounts of Escrow Agent or an affiliate of Escrow Agent if Escrow Agent or an affiliate of Escrow Agent is an Acceptable Bank; (g) money market funds whose assets are solely invested in obligations listed in (a) through (f) above, including repurchase agreements secured by such obligations and which money market funds are rated in either of the two highest categories of any Rating Agency at the time of purchase, including, without limitation, the Deutsche Bank Trust Company Americas Funds, or any other mutual fund for which the Escrow Agent or an affiliate of the Escrow Agent serves as investment manager, administrator, shareholder servicing agent, and/or custodian or subcustodian, notwithstanding that (1) the Escrow Agent or an affiliate of the Escrow Agent receives fees from such funds for services rendered, (2) the Escrow Agent charges and collects fees for services rendered pursuant to this Agreement, which fees are, separate from the fees received from such funds and (3) services performed for such funds and pursuant to this Agreement may at times duplicate those provided to such funds by the Escrow Agent or its affiliates; and (h) any other obligations approved in writing by Lessor. Unless otherwise directed in writing by an Authorized Representative of the Lessee, the Escrow Agent shall invest the Equipment Acquisition Fund, including all income earnings, as selected by the Lessee on schedule 1 hereto ("Schedule 1") upon the execution of this Agreement. In the event that no election is made by an Authorized Representative of Lessee by the Lessor's Deposit Date, Escrow Agent shall invest the Equipment Acquisition Fund in an investment available through the Escrow Agent's Trust Platform or in an interest bearing account that the Escrow Agent has agreed to and upon written direction to the Escrow Agent.

3.04 If any of the above-described Qualified Investments are **not** legal investments of Lessee, then an Authorized Representative of the Lessee shall immediately notify Escrow Agent which of said Qualified Investments are not legal investments of Lessee, and shall provide Escrow Agent with direction to invest funds in accordance with Section 3.03. It is the sole responsibility of the Lessee to ascertain that all investments comply with all applicable federal, state, and local laws, statutes, and policies.

3.05 The Escrow Agent shall, without further direction, sell such investments as and when required to make any payment from the Equipment Acquisition Fund. Any income received on such investments shall be credited to the Equipment Acquisition Fund.

3.06 The Escrow Agent shall furnish a monthly statement listing all investments to Lessor and to Lessee. The Escrow Agent shall not be responsible or liable for any loss suffered in connection with any investments of moneys made by it in accordance with this Section. Market values, exchange rates and other valuation information (including without limitation, market value, current value or notional value) of any Qualified Investment furnished in any report or statement may be obtained from third party sources and is furnished for the exclusive use of the Parties. The Escrow Agent has no responsibility whatsoever to determine the market or other value of any Qualified Investment and makes no representation or warranty, express or implied, as to the accuracy of any such valuations or that any values necessarily reflect the proceeds that may be received on the sale of a Qualified Investment.

3.07 Lessee hereby grants Lessor a security interest in the money and investments held by the Escrow Agent under this Agreement as collateral security for the payment and performance of all of Lessee's obligations under the Lease, this Agreement and any agreement, contract or instrument related to the Lease or this Agreement. Lessee represents and warrants to Lessor that the money and investments held by the Escrow Agent under this Agreement are free and clear of any liens, security interests or encumbrances other than the security interests created under this Agreement. Escrow Agent hereby acknowledges that it holds the money and investments held by the Escrow Agent under this Agreement subject to such security interest created by Lessee as bailee for Lessor; provided, that Escrow Agent's security interest in such money and investments as created under Section 4.03 hereof shall be superior to Lessor's security interest therein. It is understood that Escrow Agent has no responsibility with respect to the validity or perfection of the security interest other than to act in accordance with the terms of this Agreement.

SECTION 4. ESCROW AGENT'S AUTHORITY; INDEMNIFICATION.

4.01 The Escrow Agent may: act in reliance upon any writing, notice, certificate, instruction, instrument or signature which it, in good faith, believes to be genuine and to have been signed by an Authorized Representative of the applicable Party or Parties; assume the validity and accuracy of any statement or assertion contained in such a writing, notice, certificate, instruction or instrument; and assume that any person purporting to give any such writing, notice, certificate, instruction or instrument in connection with the provisions hereof has been duly authorized to do so. Except as expressly provided otherwise in this Agreement, the Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form of, the manner of execution of, or the validity, accuracy or authenticity of any writing, notice, certificate, instruction or instrument deposited with it, nor as to the identity, authority or right of any person executing the same. The Escrow Agent shall not be liable for any action taken, suffered or omitted to be taken by it except to the extent that a final adjudication of a court of competent jurisdiction determines that the Escrow Agent's gross negligence or willful misconduct was the primary cause of any loss to either Party. The Escrow Agent's duties hereunder (including, without limitation, its duties as to the safekeeping, investment and disbursement of moneys in the Equipment Acquisition Fund) shall be limited to those specifically provided herein.

4.02 Lessor shall indemnify all claims, liabilities, losses, damages, fines, penalties and expenses (including out-of pocket and incidental expenses and fees and expenses of in house or outside counsel) ("Losses") arising out of or in connection with (i) its execution and performance of this Agreement, except to the extent and that such Losses are determined by a court of competent jurisdiction through a final order to have been caused by the gross negligence or willful misconduct of the Escrow Agent, or (ii) its following any instructions or other directions from Lessee or the Lessor, except to the extent that its following any such instruction or direction is expressly forbidden by the terms hereof. The provisions of this Section 4.02 shall survive the termination of this Agreement and the resignation or removal of the Escrow Agent for any reason. The indemnifications set forth herein are intended to and shall include the indemnification of all affected agents, directors, officers and employees of the Escrow Agent. In no event shall the Escrow Agent be liable for special, incidental, punitive, indirect or consequential loss or damage of any kind whatsoever (including but not limited to lost profits), even if the Escrow Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

4.03 Lessee and Lessor hereby grant Escrow Agent a first priority security interest in the money and investments held by the Escrow Agent under this Agreement as collateral security for the costs and expenses of the foregoing of Section 4.02 and for any other expenses, costs, fees or charges of any character or nature which may be incurred by the Escrow Agent (including reasonable attorneys' fees and court costs) relating to any suit (interpleader or otherwise) or other dispute arising between Lessee and Lessor as to the correct interpretation of the Lease, this Agreement or any instructions given to the Escrow Agent hereunder, with the right of the Escrow Agent, regardless of the instructions aforesaid, to hold the said property until and unless said expenses, costs, fees and charges shall be fully paid.

4.04 Except as otherwise provided in accordance with Section 2.03 above, if Lessee or Lessor disagree about the interpretation of the Lease or this Agreement, about their rights and obligations under the Lease or this Agreement, or about the propriety of any action contemplated by the Escrow Agent hereunder, then the Escrow Agent may, but shall not be required to, file an appropriate civil action to resolve the disagreement. Lessee and Lessor shall pay all costs, including reasonable attorneys' fees, in connection with such action. Unless the Escrow Agent has received a notice of an event of default under the Lease in accordance with Section 2.03 above, if Escrow Agent receives conflicting instructions from the Parties, the Escrow Agent shall be entitled and fully protected in (a) suspending all or any part of its activities under this Agreement until it shall be given a joint written direction executed by Authorized Representatives of the Parties which eliminates such conflict or by a final court order or (b) file an action in interpleader. Lessor and Lessee agree to pursue any redress or recourse in connection with any dispute without making the Escrow Agent a party to the same.

4.05 Escrow Agent may execute any of its powers and perform any of its duties hereunder directly or through affiliates or agents.

4.06 The Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection with the opinion of such counsel. The Escrow Agent shall otherwise not be liable for any mistakes of facts or errors of judgment, or for any acts or omissions of any kind unless caused by the Escrow Agent's gross negligence or willful misconduct. None of the provisions contained in this Agreement shall require the Escrow Agent to use or advance its own funds in the performance of any of its duties or the exercise of any of its rights or powers hereunder.

SECTION 5. CHANGE OF ESCROW AGENT.

5.01 Upon agreement of the parties hereto, a national banking association or a state bank having capital (exclusive of borrowed capital) and surplus of at least \$10,000,000.00, qualified as a depository of public funds, may be substituted to act as Escrow Agent under this Agreement. Such substitution shall not be deemed to affect the rights or obligations of the parties hereto. Upon any such substitution, the Escrow Agent agrees to assign to such substitute Escrow Agent all of its rights under this Agreement.

5.02 The Escrow Agent may resign and be discharged from its duties hereunder at any time by giving thirty (30) calendar days' prior written notice of such resignation to the Lessee and Lessor. The Lessee and Lessor may remove the Escrow Agent at any time by giving thirty (30) calendar days' prior written notice to the Escrow Agent. Upon such notice, a successor escrow agent shall be appointed by the Lessor and Lessee, who shall provide written notice of such to the resigning Escrow Agent. Such successor escrow agent shall become the escrow agent hereunder upon the resignation or removal date specified in such notice. If the Lessor and Lessee are unable to agree upon a successor escrow agent within thirty (30) days after such notice, the Escrow Agent may, in its sole discretion, deliver the Equipment Acquisition Fund to the Lessor at the address provided herein or may apply to a court of competent jurisdiction for the appointment of a successor escrow agent or for other appropriate relief. The costs and expenses (including its attorneys' fees and expenses) incurred by the Escrow Agent in connection with such proceeding shall be paid by the Lessee and Lessor. Upon receipt of the identity of the successor escrow agent, the Escrow Agent shall either deliver the Escrow Property then held hereunder to the successor Escrow Agent, less the Escrow Agent's fees, costs and expenses or other obligations owed to the Escrow Agent to be paid from any interest earned in respect of the Escrow Property, or hold any interest earned in respect of the Escrow Property (or any portion thereof), pending distribution, until all such fees, costs and expenses or other obligations are paid. Upon its resignation and delivery of the Escrow Property as set forth in this Section, the Escrow Agent shall be discharged of and from any and all further obligations arising in connection with the Escrow Property or this Agreement.

5.03 The Escrow Agent may appoint an agent to exercise any of the powers, rights or remedies granted to the Escrow Agent under this Agreement, to hold title to property or to take any other action which may be desirable or necessary hereunder.

5.04 Any corporation, association or other entity into which the Escrow Agent may be converted or merged, or with which it may be consolidated, or to which it may sell or otherwise transfer all or substantially all of its corporate trust assets and business to any corporation, association or other entity resulting from any such conversion, sale, merger consolidation or other transfer to which it is a party, ipso facto, shall be and become successor escrow agent hereunder, vested with all other matters as was its predecessor, without the execution or filing of any instrument or any further act on the part of the parties hereto, notwithstanding anything herein to the contrary.

SECTION 6. ADMINISTRATIVE PROVISIONS.

6.01 The Escrow Agent shall keep complete and accurate records of all money received and disbursed under this Agreement, which shall be available for inspection by Lessee or Lessor, or the agent of either of them, at any time during regular business hours.

6.02 This Agreement shall be construed and governed in accordance with the laws of the State where Lessee is located. Each Party irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and consents to the jurisdiction of the courts located in the State where the Lessee is located. To the extent that in any jurisdiction either Party may now or hereafter be entitled to claim for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, such Party shall not claim, and hereby irrevocably waives, such immunity.

6.03 The Parties represent, warrant and covenant that each document, notice, instruction or request provided by such Party to Escrow Agent shall comply with applicable laws and regulations. Any provision of this Agreement found to be prohibited by law shall be ineffective only to the extent of such prohibition, and shall not invalidate the remainder of this Agreement.

6.04 This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns. Any entity into which the Escrow Agent may be merged or converted or with which it may be consolidated, or any entity to which all or substantially all the escrow business may be transferred, shall be the Escrow Agent under this Agreement without further act. Specifically, the term "Lessor" as used herein means any person or entity to whom Lessor has assigned its right to receive Rent Payments under the Lease and any other payments due to Lessor hereunder from and after the date when a written notice of such assignment is filed with the Escrow Agent. Neither this Agreement nor any right or interest hereunder may be assigned by any Party without the prior consent of Escrow Agent and the other Party; unless the assignment is to JPMorgan Chase & Co., then consent will not be required.

6.05 This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement. Except as expressly provided in Section 4 above, nothing in this Agreement, whether express or implied, shall be construed to give to any person or entity other than Escrow Agent and the Parties any legal or equitable right, remedy, interest or claim under or in respect of the Equipment Acquisition Fund or this Agreement.

6.06 All signatures of the Parties to this Agreement may be transmitted by a Portable Document Format ("PDF"), and PDF will, for all purposes, be deemed to be the original signature of such Party whose signature it reproduces, and will be binding upon such Party.

SECTION 7. SECURITY PROCEDURES.

In the event funds transfer instructions are given (whether in writing or by PDF), executed by the appropriate Party or Parties as evidenced by the signatures of the person or persons signing this Agreement or one of their designated persons as set forth in Schedule 2 (each an "Authorized Representative"), and delivered to the Escrow Agent in accordance with Section 9.02, the undersigned is authorized to certify that the signatories on Schedule 2 are specimen signatures of each of their respective Authorized Representatives. The Escrow Agent and the beneficiary's bank in any funds transfer may rely solely upon any account numbers or similar identifying numbers provided by the Lessee or Lessor to identify (i) the beneficiary, (ii) the beneficiary's bank, or (iii) an intermediary bank. The Escrow Agent may apply any of the escrowed funds for any payment order it executes using any such identifying number, even where its use may result in a person other than the beneficiary being paid, or the transfer of funds to a bank other than the beneficiary's bank or an intermediary bank designated. The Lessor and Lessee acknowledge that these security procedures are commercially reasonable.

SECTION 8. ESCROW AGENT FEES.

\$1,500 ("Administration Fee"). As compensation for Escrow Agent's services hereunder, Lessee agrees to pay Escrow Agent the above Administration Fee. If the Administration Fee is payable by Lessee, then Lessee authorizes Escrow Agent either to deduct said Administration Fee from the interest and earnings otherwise payable to Lessee under this Agreement or to bill and collect said Administration Fee at any time. In addition, Lessee agrees to reimburse Escrow Agent for its reasonable out-of-pocket costs and expenses and any extraordinary fees and expenses for performing its obligations hereunder (including, but not limited to, attorney's fees and expenses) and to pay all other amounts expressly due and payable to Escrow Agent hereunder. The Escrow Agent may impose, charge, pass-through and modify fees and/or charges for any account established and services provided by the Escrow Agent, including but not limited to, transactions, maintenance, balance-deficiency, and service fees, agency or trade execution fees, and other charges, including those levied by any governmental authority.

SECTION 9. NOTICES.

9.01 Notwithstanding anything to the contrary as set forth Section 9.02, 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. 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, (d) only if to Lessee, on the third Delivery Day after the notice is deposited in the United States mail, postage prepaid, and (e) upon receipt if delivered by confirmed facsimile. "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.

9.02 Any instructions setting forth, claiming, containing, objecting to, or in any way related to the transfer or distribution of funds, including but not limited to any such funds transfer instructions that may otherwise be set forth in a written instruction permitted pursuant to Section 2 of this Agreement, shall be given to the Escrow Agent in writing, be executed by an Authorized Representative and sent as a PDF attached to an email only. No instruction for or related to the transfer or distribution of the Equipment Acquisition Fund shall be deemed delivered and effective unless Escrow Agent actually shall have received it on a Delivery Day as a PDF attached to an email only at the email address set forth in this Section 9.02 and as evidenced by a confirmed transmittal to the Party's or Parties email address and Escrow Agent has been able to satisfy any applicable security procedures as may be required hereunder. The Escrow Agent shall not be liable to any Party or other person for refraining from acting upon any instruction for or related to the transfer or distribution of the Equipment Acquisition Fund if delivered to any other fax number or email address, including but not limited to a valid email address of any employee of the Escrow Agent. The Lessor and Lessee acknowledge that there are certain security, corruption, transmission error and access availability risks associated with using open networks such as the internet and the Parties hereby expressly assume such risks.

Notices shall be addressed as follows:

- (i) If to the Lessee:
CITY OF LITTLETON
2255 W BERRY AVENUE
LITTLETON, CO 80165
Attn: Doug Farmen
Email: Dfarmen@littetongov.org
Phone: 303-795-3765 Ext: 3781
- (ii) If to the Lessor:
JPMORGAN CHASE BANK, N.A.
1111 POLARIS PARKWAY, SUITE A-3
MAIL CODE OH1-1085
COLUMBUS, OHIO 43240
Attention: GNPH Operations Manager
Email: cefi.escrow.disbursement.request@jpmchase.com
- (iii) If to the Escrow Agent:
DEUTSCHE BANK TRUST COMPANY AMERICAS
60 WALL STREET, 16th Floor
NEW YORK, NY 10005
Attn: DBNY MP Escrow
Telephone: 212-250-6647
Email: dbny-mpescrow@list.db.com

SECTION 10. FORCE MAJEURE.

Notwithstanding any other provision of this Agreement, no Party to this Agreement is liable to any other Party for losses due to, or if it is unable to perform its obligations under the terms of this Agreement because of acts of God, war, terrorism, fire, floods, strikes, electrical outages, equipment or transmission failures, or other causes reasonably beyond its control.

SECTION 11. JURY WAIVER.

ALL PARTIES TO THIS AGREEMENT WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTER CLAIM BROUGHT BY ANY PARTY AGAINST ANOTHER PARTY ON ANY MATTER WHATSOEVER ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THIS AGREEMENT.

SECTION 12. MISCELLANEOUS.

12.01 **Patriot Act Section 326 Customer Identification Program.** In order to comply with the laws, rules, regulations and executive orders in effect from time to time applicable to banking institutions, including, without limitation, those relating to the funding of terrorist activities and money laundering, including Section 326 of the USA PATRIOT Act of the United States ("Applicable Law"), the Escrow Agent are required to obtain, verify, record and update certain information relating to individuals and

entities which maintain a business relationship with the Escrow Agent. Accordingly, each of the parties agree to provide to the Escrow Agent, upon their request from time to time such identifying information and documentation as may be available for such party in order to enable the Escrow Agent to comply with Applicable Law.

12.02 **Taxpayer Identification Numbers ("TINs").** The other Parties have provided the Escrow Agent with their respective fully executed Internal Revenue Service ("IRS") Form W-8, or W-9 and/or other required documentation. The other Parties each represent that its correct TIN assigned by the IRS, or any other taxing authority, is set forth in the delivered forms.

12.03 **Tax Reporting.** All interest or other income earned under the Agreement shall be allocated to the Lessee and reported by the Escrow Agent to the IRS, or any other taxing authority, on IRS Form 1099 or 1042S (or other appropriate form) as income earned from the Equipment Acquisition Fund by the Lessee whether or not said income has been distributed during such year. The Lessor and Lessee hereby represent to the Escrow Agent that no other tax reporting of any kind is required given the underlying transaction giving rise to this Agreement. Escrow Agent shall withhold any taxes it deems appropriate, including but not limited to required withholding, in the absence of proper tax documentation or as required by law, and shall remit such taxes to the appropriate authorities.

12.04 **Court Orders.** In the event that any of the Equipment Acquisition Fund shall be attached, garnished, levied upon, or otherwise be subject to any court order, or the delivery thereof shall be stayed or enjoined by an order of a court, the Escrow Agent is hereby expressly authorized, in its sole discretion, to obey and comply with all such orders so entered or issued, which it is advised by legal counsel of its own choosing is binding upon it, whether with or without jurisdiction, and in the event that the Escrow Agent obeys or complies with any such order it shall not be liable to any of the Parties hereto or to any other person by reason of such compliance notwithstanding such order be subsequently reversed, modified, annulled, set aside or vacated.

[The next page is the signature page.]

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF LITTLETON

(Lessee)

By: _____

Title: _____

JPMORGAN CHASE BANK, N.A.

(Lessor)

By: _____

Title: Authorized Officer

DEUTSCHE BANK TRUST COMPANY AMERICAS, as

escrow agent

(Escrow Agent)

By: _____

Title: _____

DEUTSCHE BANK TRUST COMPANY AMERICAS, as

escrow agent

(Escrow Agent)

By: _____

Title: _____

Attachments: **Schedule 1 (Investment Authorization)**

Schedule 2 (Name/telephone # of call-back person(s) designated by Section 7 above)

Schedule 1

Investment Authorization

Lessee: CITY OF LITTLETON

Lease No.: 1000142100

Investment: SELECT QUALIFIED INVESTMENT BELOW

☐ During the term of this Agreement, the Equipment Acquisition Fund shall remain in a Non-Interest Bearing Account.

☐ A money market mutual fund, including without limitation a JPMorgan Money Market Mutual Fund (collectively, "MMMF"), as selected by Lessee below.

Check One (if the money market mutual fund option is selected above):

- ☐ JPMorgan 100% U.S. Treasury Securities Money Market Fund (675)
- ☐ JPMorgan U.S. Government Money Market Fund Morgan Shares (3916)
- ☐ JPMorgan U.S. Treasury Plus Money Market Fund Morgan Shares (3919)
- ☐ JPMorgan Federal Money Market Fund Morgan Shares (353)
- ☐ JPMorgan 100% U.S. Treasury Money Market Fund Morgan Shares (677)
- ☐ JPMorgan Tax Free Money Market Fund Morgan Shares (2)
- ☐ Federated U.S. Treasury Cash Reserves Money Market Fund Institutional Service Shares (632)
- ☐ Federated Government Obligations Tax-Managed Money Market Fund Institutional Service Shares (637)
- ☐ Federated Treasury Obligations Money Market Fund Institutional Service Shares (398)
- ☐ Federated Government Obligations Money Market Fund Institutional Service Shares (395)

Notes related to MMMFs:

- 1) An investment in any of the above investment options is subject to the availability of such money market mutual fund. If the selected investment is not available at the present time you will be contacted by a Deutsche Bank Trust Company Americas representative.
- 2) Each investment instrument above has a rating not lower than the highest rating category from both Standard & Poor's and Moody's.
- 3) Lessee acknowledges that an affiliate of Escrow Agent, Deutsche Bank Trust Company Americas, serves as investment manager for the selected MMMF and receives fees from the invested funds for services rendered separate from the fees for services rendered by Escrow Agent as further provided within this Agreement. MMMFs have rates of compensation that may vary from time to time based upon market conditions. The Escrow Agent shall not be responsible or liable for any loss suffered in connection with any investments of moneys made by it in accordance with Section 3 of the Agreement.
- 4) The Lessee, hereby acknowledges and confirms that it makes its own investment decisions and has not been offered any advice or recommendation on investing in any MMMF and if selected above, is based upon Lessee's independent review of prospectuses previously delivered to Lessee. The Lessee recognizes and agrees that the Escrow Agent has not and will not provide supervision, recommendations or advice relating to either the investment of moneys held in the Equipment Acquisition Fund account or the purchase, sale, retention or other disposition of any Qualified Investment.
- 5) Market values, exchange rates and other valuation information (including without limitation, market value, current value or notional value) of any MMMF furnished in any report or statement may be obtained from third party sources and is furnished for the exclusive use of the Lessee and Lessor. Escrow Agent has no responsibility whatsoever to determine the market or other value of any MMMF or other non-cash Qualified Investments and makes no representation or warranty, express or implied, as to the accuracy of any such valuations or that any values necessarily reflect the proceeds that may be received on the sale of an MMMF or such Qualified Investments.
- 6) SHAREHOLDER SERVICES FEES: Lessee acknowledges that the Fund is authorized to make payments from its

management fee or any other source available to parties such as banks or broker-dealers ("Service Organizations") that provide shareholder support services to the Fund and that Service Organizations currently are compensated at a rate of up to the Maximum Rate of .50% annually of the average net assets of each Fund with respect to which they provide or have provided shareholder support services. Lessee further acknowledges that Deutsche Bank Trust Company Americas is a Service Organization and is paid, and hereby consents to such payment, by the Fund up to the Maximum Rate annually of the average daily balance of the Account invested in the Fund for shareholder support services rendered to the Fund by Deutsche Bank Trust Company Americas, which services may include, without limitation, answering client's inquiries regarding the Fund, assistance to clients in changing dividend options, account designations and addresses, processing purchase and redemption transactions, providing periodic statements showing a client's account balance and the integration of such statement with other transactions, arranging for Deutsche Bank Trust Company Americas wires, and providing such other information and services as the Fund's distributor or Lessee reasonably may request. Lessee further acknowledges that the Fund may purchase securities from or through Deutsche Bank Trust Company Americas or its affiliates, may engage in repurchase transactions with Deutsche Bank Trust Company Americas or its affiliates, may place funds on deposit in accounts with Deutsche Bank Trust Company Americas or its affiliates and receive interest income thereon and may obtain other services from Deutsche Bank Trust Company Americas for which Deutsche Bank Trust Company Americas is paid a fee.

This investment authorization and direction will remain in effect until and unless expressly revoked or superseded in writing and shall specify the type and identity of the investments to be purchased and/or sold.

SCHEDULE 2

Telephone Number(s) and Signature(s) for Person(s) Designated to Give Funds Transfer Instructions

If from Lessee:

	<u>Name</u>	<u>Telephone Number</u>	<u>Signature</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

If from Lessor:

	<u>Name</u>	<u>Telephone Number</u>	<u>Signature</u>
1.	Stacey R. Roth	614-213-1537	(Standing Signature on File)
2.	Mary Heubach	614-213-1557	(Standing Signature on File)
3.	Nate J. Ruhe	614-213-3859	(Standing Signature on File)
4.	Britney Posey	614-217-8827	(Standing Signature on File)
5.	Kelsey A. Bruck	614-213-9516	(Standing Signature on File)
6.	Terri E. Sayers	614-213-4521	(Standing Signature on File)
7.	Cherie L. Oliveto	614-213-3246	(Standing Signature on File)
8.	Mary T. Short	614-213-4881	(Standing Signature on File)
9.	Larry E. Spencer	614-213-7177	(Standing Signature on File)

All instructions, including but not limited to funds transfer instructions, whether transmitted by facsimile or set forth in a PDF attached to an email, must include the signature of the Authorized Representative authorizing said funds transfer on behalf of the Party.

SCHEDULE A-1
(Equipment List)

Expected Equipment Purchase Price	\$1,400,000.00
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Net Amount Financed	\$1,400,000.00
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Equipment Location:

2255 West Berry Avenue
Littleton, CO 80120

Equipment Description:

(1) Platform Fire Truck with Accessories

TOGETHER WITH ALL ATTACHMENTS, ADDITIONS, ACCESSIONS, PARTS, REPAIRS, IMPROVEMENTS, REPLACEMENTS AND SUBSTITUTIONS THERETO.

This Schedule A-1 is attached to the Lease Schedule **1000142100** or a Receipt Certificate/Payment Request relating to the Lease Schedule.

INSTRUCTIONS FOR SUBMITTING ESCROW DISBURSEMENT REQUESTS

Thank you for choosing **JPMORGAN CHASE BANK, N.A.** to meet your equipment financing needs. To ensure that you receive the quality service you expect from JPMorgan Chase Bank, N.A., we ask that you refer to the following instructions when submitting escrow disbursement requests in the future:

- All Escrow Disbursement Requests should be sent to us at the following email address:

cefi.escrow.disbursement.request@jpmchase.com

or to

JPMorgan Chase Bank, N.A.
Attn: Escrow Specialist
1111 Polaris Parkway, Suite A-3
Mail Code OH1-1085
Columbus, OH 43240

- Our Escrow Specialists are prepared to answer your questions regarding anticipated or previous disbursement requests and can be reached at 1-800-678-2601.
- **A complete disbursement request should include the following information to ensure prompt processing:**
 1. Completed and signed Receipt Certificate/Payment Request Form. **PLEASE NOTE:** Escrow Disbursement Requests must bear the original signature by an individual who has been authorized to execute the lease documentation. If you have questions regarding who can sign escrow disbursements, please contact an Escrow Specialist.
 2. Vendor Invoice for the equipment being purchased. (Proof of Payment will also be required if we are reimbursing you)
 3. Insurance will be required on all delivered equipment at the time the disbursements are being processed.
 4. When the Equipment is Motor Vehicles, one of the following must be provided with items 1, 2 and 3 above: (A) the original, or a copy, of the Vehicle Title showing JPMorgan Chase Bank, N.A. as first lienholder or (B) if the original title has not yet been received, a copy (front and back) of the Manufacturer's Statement of Origin (MSO) or Title Application showing JPMorgan Chase Bank, N.A. as lienholder.
- Please clearly indicate on the vendor's invoice whether you wish to pay the vendor by check or by wire transfer. If a wire transfer is requested, please provide wire instructions for each vendor. Wire instructions must include the bank name, ABA routing number, account number and the payee contact name and phone number.

When the **FINAL** disbursement from the escrow account is requested, please complete, sign and send the Receipt Certificate/Payment Request form marked as final so we can disburse funds and close the escrow account.

ESCROW RECEIPT CERTIFICATE/PAYMENT REQUEST

Dated: _____, 20__

Lease Schedule No: 1000142100 dated DECEMBER 15, 2016

Escrow Agreement Dated: DECEMBER 15, 2016

1. The undersigned Lessee of the above Lease Schedule and its Master Lease-Purchase Agreement (collectively, the "Lease") hereby acknowledges receipt in good condition of all of the Equipment described on Schedule A-1 to this Receipt Certificate/Payment Request as of the following Acceptance Date and hereby confirms that the Equipment has been installed at the following location:

Acceptance Date: _____

Equipment Location: See Attached Schedule A-1

***** **FINAL REQUEST:** Yes OR No (Please Circle Choice) *****

If this is the **FINAL REQUEST** Lessee hereby confirms that said Equipment together with all other property covered by Receipt Certificates delivered prior to this Receipt Certificate represents all of the Equipment to be subject to the Lease.

2. Lessee agrees that (a) the undersigned Lessor has not selected, manufactured, sold or supplied any of the Equipment, (b) Lessee has selected all of the Equipment and its suppliers, and (c) Lessee has received a copy of, and approved, the purchase orders or purchase contracts for the Equipment.
3. **AS BETWEEN LESSEE AND LESSOR, LESSEE AGREES THAT: (a) LESSEE HAS RECEIVED, INSPECTED AND APPROVED ALL OF THE EQUIPMENT; (b) ALL EQUIPMENT IS IN GOOD WORKING ORDER AND COMPLIES WITH ALL PURCHASE ORDERS OR CONTRACTS AND ALL APPLICABLE SPECIFICATIONS; (c) LESSEE IRREVOCABLY ACCEPTS ALL EQUIPMENT FOR PURPOSES OF THE LEASE "AS-IS, WHERE-IS" WITH ALL FAULTS; AND (d) LESSEE UNCONDITIONALLY WAIVES ANY RIGHT THAT IT MAY HAVE TO REVOKE ITS ACCEPTANCE OF THE EQUIPMENT.**
4. Lessee and Lessor hereby request that the Escrow Agent identified in the above Escrow Agreement pay from the Equipment Acquisition Fund established under the Escrow Agreement to each party designated below as Payee, the amount stated below in payment of all or part of the Purchase Price (as such term is used in the Escrow Agreement) as stated below. Lessee hereby confirms that said amount is due and payable under a purchase order or contract relating to the Equipment described herein and has not formed the basis of any prior request for payment.

Payee #1:

Name: _____

Address: _____

Invoice Number: _____ Date: _____

Amount: \$ _____

Payee #2:

Name: _____

Address: _____

Invoice Number: _____ Date: _____

Amount: \$ _____

Payee #3:

Name: _____

Address: _____

Invoice Number: _____ Date: _____

Amount: \$ _____

5. If this is a Final Request, then this Receipt Certificate/Payment Request shall constitute a Full Funding Notice and if any funds remain in the Equipment Acquisition Fund established pursuant to the Escrow Agreement (including any remaining amount of the Lessor's Deposit and/or any earnings thereon; collectively referred to as the "Escrow Balance"), then Lessee hereby directs Escrow Agent to pay the Escrow Balance as follows: (a) to Lessee if the Escrow Balance is less than \$500.01; and (b) otherwise to Lessor and Lessor is hereby authorized to apply the Escrow Balance as follows: (i) If Escrow Balance is less than interest paid on the Lease during the previous 18 months the Escrow Balance will be reimbursed to the Lessee (ii) if the Escrow Balance is equal to or less than the next Rent Payment due under the Lease, apply the Escrow Balance to said Rent Payment; or (iii) if the Escrow Balance is greater than the next Rent Payment due under the Lease, apply the Escrow Balance as a partial prepayment of principal under the Lease and Lessor is authorized to send a revised Payment Schedule for the Lease that reflects said prepayment.

CITY OF LITTLETON
(Lessee)

By: _____

Title: _____

JPMORGAN CHASE BANK, N.A.
(Lessor)

By: _____

Title: Authorized Officer

SCHEDULE A-1

Equipment Description

(This Schedule A-1 is attached to a Receipt Certificate/Payment Request relating to the Lease Schedule.)

Lease Schedule No: 1000142100 dated DECEMBER 15, 2016

The Equipment described below includes all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto.

Equipment Location: _____

Equipment Description: _____

**ESCROW FUNDING SCHEDULE ADDENDUM
AND ARBITRAGE CERTIFICATE**

Dated as of: **DECEMBER 15, 2016**

Lease Schedule No.: **1000142100**

Lessee: **CITY OF LITTLETON**

Escrow Agent: **DEUTSCHE BANK TRUST COMPANY AMERICAS**

Escrow Agreement dated as of: **DECEMBER 15, 2016**

Amount To Be Deposited Into Escrow: **\$1,400,000.00 ("Lessor's Deposit")**

Reference is made to the above Lease Schedule ("Schedule") to the Master Lease-Purchase Agreement identified in the Schedule ("Master Lease") by and between **JPMORGAN CHASE BANK, N.A.** ("Lessor") and the above lessee ("Lessee"). As used herein, "Lease" shall mean the Schedule and the Master Lease, but only to the extent that the Master Lease relates to the Schedule. This Addendum amends and modifies the terms and conditions of the Lease and is hereby made a part of the 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 the Lease, Lessor and Lessee hereby agree to amend the Lease as follows:

1. Lessee and Lessor together with the above Escrow Agent ("Escrow Agent") have entered into the above Escrow Agreement ("Escrow Agreement") establishing a fund ("Equipment Acquisition Fund") from which the Purchase Price of the Equipment will be paid.

2. Lessor shall deposit such amount into escrow as is required by the Escrow Agreement, which amount shall be credited to the Equipment Acquisition Fund. Lessee shall pay the balance of the Purchase Price of the Equipment, either by deposit in escrow to the Equipment Acquisition Fund or by direct payment to the Suppliers of the Equipment.

3. The Lease Term of the Lease shall commence on the earlier of the date specified in the Payment Schedule to the Schedule or the date of Lessor's deposit of funds into the Equipment Acquisition Fund. Notwithstanding the statements regarding delivery and acceptance of the Equipment in the Schedule, the parties acknowledge that the Equipment will be accepted as provided in the Escrow Agreement.

4. The delivery of documents and the satisfaction of any other conditions required by the Escrow Agreement or this Addendum shall be additional Funding Conditions for the Lease.

5. Upon Lessee's execution of the Escrow Agreement, Lessee hereby represents and warrants to Lessor that: (a) Lessee has full power, authority and legal right to execute and deliver the Escrow Agreement and to perform its obligations under the Escrow Agreement, and all such actions have been duly authorized by appropriate findings and actions of Lessee's governing body; (b) the Escrow Agreement has been duly executed and delivered by Lessee and constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with its terms; and (c) the Escrow Agreement is authorized under, and the authorization, execution and delivery of the Escrow Agreement complies with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and public investment laws) and all applicable judgments and court orders.

6. The opinion of Lessee's legal counsel will include statements to the same effect as the representations of Lessee in paragraph 5 above.

7. It shall be an additional event of default under the Lease if Lessee fails to pay or perform any of its obligations under the Escrow Agreement or this Addendum or if any of the representations of Lessee in the Escrow Agreement or this Addendum prove to be false, misleading or erroneous in any material respect.

8. **ARBITRAGE CERTIFICATE.** The authorized representative of Lessee who executes this Addendum hereby certifies that he/she is the duly qualified and acting representative of Lessee with the title set forth below his/her signature hereon; that Lessee has executed and delivered the Schedule and the Master Lease (collectively, the "Lease"); that Lessee is a political subdivision of the State identified in the Lease; and that in his/her official capacity as such officer he/she is responsible for executing and delivering, on

behalf of the Lessee, the Lease and this Addendum. This paragraph of this Addendum (hereinafter, this paragraph shall be identified as the "Arbitrage Certificate") is being issued by Lessee as a "no arbitrage certificate" pursuant to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and Treasury Regulations, Sections 1.148-0 through 1.148.11 (the "Regulations"). Lessee represents and warrants to Lessor that the following facts, estimates and circumstances are in existence on the date of this Arbitrage Certificate or are reasonably expect to occur hereafter.

(a) The Lease provides for the lease of the Equipment described in the Lease by Lessor to Lessee. Under the Lease, Lessee is required to make Rent Payments with respect to the Equipment, comprising principal and interest, on the dates and in the amounts stated in the Payment Schedule to the Lease.

(b) Pursuant to the Lease and for the purpose of meeting its obligations thereunder and assuring the Lessee of the availability of monies needed to pay the cost of the Equipment when due, Lessee, Lessor and the Escrow Agent have executed the Escrow Agreement.

(c) Contracts or purchase orders providing for the acquisition and delivery of the Equipment have been issued by Lessee to Equipment Vendors therefor and the Equipment will be acquired and installed with due diligence. Based upon the provisions of the contracts or purchase orders, the Equipment will be acquired and installed no later than **eighteen (18) months** from the date of the Escrow Agreement ("Funding Expiration Date").

(d) The Escrow Agreement provides that Lessor shall deposit the Lessor's Deposit into escrow to be credited to the Equipment Acquisition Fund created by the Escrow Agreement and utilized to pay for the Equipment as provided therein. It is presently expected that all such funds initially credited to the Equipment Acquisition Fund shall be disbursed to pay for the Equipment, but any such amounts ultimately determined not to be needed for such purposes and the interest earnings on the amounts held in escrow shall be utilized on or after the Funding Expiration Date to pay part of the principal due under the Lease, as provided in the Escrow Agreement.

(e) All of the spendable proceeds of the Lease will be expended on the Equipment and related expenses on or before the Funding Expiration Date.

(f) The original proceeds of the Lease, and interest to be earned thereon, do not exceed the amount necessary for the purpose for which the Lease is issued.

(g) The interest of Lessee in the Equipment has not been and is not expected during the term of the Lease to be sold or disposed of by Lessee.

(h) No sinking fund is expected to be created by Lessee with respect to the Lease and Rental Payments.

(i) Lessee represents, warrants and covenants to one of the following statements of this clause (i) as is initialed by Lessee below [and if Lessee fails to initial its selection, then subclause (A) shall be deemed to have been selected by Lessee]:

_____ (A) 100% of the proceeds of the Lease shall be paid for the acquisition of the Equipment within 18 months of the date of the Escrow Agreement in accordance with the following schedule:

No less than 15% within 6 months of the date of the Escrow Agreement;
No less than 60% within 12 months of the date of the Escrow Agreement; and
No less than 100% within 18 months of the date of the Escrow Agreement.

_____ (B) 100% of the proceeds of the Lease shall be paid for the acquisition of the Equipment within 6 months of the date of the Escrow Agreement.

_____ (C) Lessee qualifies for the "small issuer" exemption in section 148(f)(4)(D) of the Code because all of the following are true: (1) Lessee is a governmental unit with general taxing powers, and (2) the Lease is not a "private activity bond" as defined in Section 141 of the Code, and (3) 95% or more of the proceeds of the Lease shall be used for the governmental activities of Lessee, and (4) the aggregate face amount of all tax exempt bonds and other tax exempt obligations (other than "private activity bonds") issued by Lessee (and any subordinate entities of Lessee as contemplated by Section 148(f) of the Code) during the calendar year in which the Lease is issued is not reasonably expected to exceed \$5,000,000.00.

(j) Lessee hereby covenants that Lessee shall comply with all of the requirements of the Code and Regulations relating to the rebate of arbitrage profit to the United States of America (including, without limitation Section 148(f) of the Code) and will rebate to the United States of America all arbitrage profit required thereby.

(k) To the best of the knowledge and belief of the undersigned, the expectations of Lessee, as set forth above, are reasonable; and there are no present facts, estimates and circumstances which would change the foregoing expectations.

(l) Lessee has not been notified of the listing or proposed listing of it by the Internal Revenue Service as an issuer whose arbitrage certificates may not be relied upon.

9. If there is a partial prepayment of principal pursuant to the terms of either clause (c) of Section 2.04 second of the Escrow Agreement or clause (c) of Section 2.05 second of the Escrow Agreement, then in addition to the payment of the Partial Principal Amount, a Break Funding Charge (as defined below) shall be due and payable if (i) exceeds (ii) where (i) equals the interest portion of each of the Rent Payments which would have been paid if such prepayment had not occurred calculated at the interest rate swap including any forward rate swap, if any, which Lessor shall be deemed to have entered into on the earlier of (a) the date the Lease was originally funded or (b) the date a rate lock letter was signed, if any, and (ii) equals the interest portion of each of the Rent Payments which would have been paid if such prepayment had not occurred calculated at the interest rate swap which Lessor shall be deemed to have entered into on the date of prepayment (the "Replacement Swap"). The "Break Funding Charge" equals the present value of the difference between (i) and (ii) for each interest period discounted to a net present value as of the date of prepayment using the fixed interest rate of the Replacement Swap. Lessee acknowledges that (i) Lessor might not fund or hedge its fixed-rate loan portfolio or any prepayment thereof on a loan-by-loan basis at all times, and agrees that the Break Funding Charge is a reasonable and appropriate method of calculating liquidated damages for any prepayment irrespective of whether any of the foregoing hedging transactions have in fact occurred or occurred precisely as stated with respect to the Lease and (ii) all calculations and determinations by the Lessor of the Break Funding Charge or of any element thereof, if made in accordance with its then standard procedures for so calculating or determining such amounts, shall be conclusive absent manifest arithmetic error.

10. Except as expressly amended by this Addendum and other modifications signed by Lessor, the Lease remains unchanged and in full force and effect.

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

CITY OF LITTLETON
(Lessee)

By: _____

Title: _____

JPMORGAN CHASE BANK, N.A.
(Lessor)

By: _____

Title: Authorized Officer

SIGN UP . . . FOR AUTOMATED BILL PAYMENT

Please complete ALL Sections and return this form:

I authorize **JPMORGAN CHASE BANK, N.A.** to make withdrawals from the account listed below. I understand that I control my withdrawals for payments on leases and loans. If at any time I decide to discontinue this payment service, I will notify the biller. **I also understand that any future leases and loans will automatically be set up with auto debit withdrawals unless JPMorgan Chase Bank, N.A. elects to the contrary. All assessments and other fees payable under the leases and loans will be withdrawn with rental/installment payments unless otherwise instructed.**

(PLEASE PRINT)

Customer Information:

Financial Institution:

Name:	CITY OF LITTLETON		Name:			
Address:	2255 W BERRY AVENUE		Address:			
City:	LITTLETON		City:			
State:	CO	Zip: 80165	State:		Zip:	

Account Type (check one) ☐ Checking ☐ Savings

Routing /ABA Number _____ Account Number _____

(Please enclose a voided check)

Biller Information:

Your JPMorgan Chase Bank, N.A. Account Number(s) as Shown on Agreement or Invoice.
(A sign up form is required for each unique financial institution account and routing/ABA number.)

1000142100 1000 _ _ _ _ _ 1000 _ _ _ _ _ 1000 _ _ _ _ _

Notice to Customer - This agreement authorizes the periodic transfer of funds from your account at the financial institution listed on this sign up form by electronic means. Your rights and liabilities under this agreement are governed in part by federal laws and regulations dealing with electronic fund transfers. You should consult your agreement with the financial institution, which holds your account for a more complete disclosure of your legal rights. Withdrawal amount may change to reflect the payment schedule defined in the agreement. This authorization and change of payment method will not modify or amend the agreement, including any rights or remedies of JPMorgan Chase Bank, N.A. The biller reserves the right to discontinue this payment service at biller's discretion and upon notice to the customer.

Authorized Signature

Date

Telephone No.

Do Not Enclose Payment!

**Mail to: JPMorgan Chase Bank, N.A.
1111 Polaris Parkway, Suite 3A
Columbus, OH 43240
Phone: 1-800-678-2601 Option #2
Or
Email: CEFI.Portfolio.Service@JPMChase.com**

THINGS YOU NEED TO KNOW ABOUT AUTOMATED BILL PAYMENT

Q. How do I sign up?

A. Complete all sections of this form, sign, enclose a voided check and mail or email to **CEFI.Portfolio.Service@JPMChase.com**.

Q. Once I have enrolled in the automated bill payment will JPMorgan Chase Bank, N.A. give me notice of when my automated bill payment will begin?

A. Yes. You will be notified by mail in advance of your actual start date. Typically, it will take 4 to 6 weeks before you will begin. Please continue to pay until notification is received.

Q. When will the payment amounts be taken out of my checking or savings account?

A. The periodic payment will be deducted from your checking or savings account automatically by JPMorgan Chase Bank, N.A. on the payment due date. If the payment due date falls on a weekend or holiday the payment will be deducted on the next business day.

Q. What if I have a question about my bill payment or want to stop the automated payment plan?

A. Simply call us at **1-800-678-2601 Option #2**.

Q. How can I be sure my bill has been paid?

A. Your payment will be clearly itemized on your bank's monthly account statement.

Q. Is there a charge for this service?

A. No. You are a valued customer and we offer this service free of charge.

Q. If I've already signed up, must I complete the form again?

A. Only if you are adding or changing the financial institution account and/or routing/ABA numbers.

Q. How will I be billed for assessments?

A. Assessments such as personal property tax and fees will be deducted with your rental payment unless otherwise instructed by you in writing.



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 or 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: _____

Finance Director

JPMORGAN CHASE BANK, N.A.

(Lessor)

By: _____

Title: Authorized Officer



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.

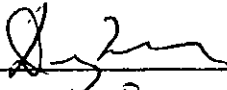
IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first referenced above.

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.

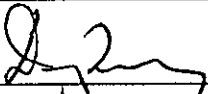
IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first referenced above.

CITY OF LITTLETON

(Lessee)

By: _____

Title: _____


Financial Director

JPMORGAN CHASE BANK, N.A.

(Lessor)

By: _____

Title: Authorized Officer



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 December 6, 2016

SUBJECT: An ordinance on second 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

[illegible]



Staff Communication

File #: Ordinance 35-2016, **Version:** 2

Agenda Date: 12/06/2016

Subject:

An ordinance on second 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 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 is recommending that Intermedix continues providing 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% (fee paid by the city) 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 arises and 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 fee.

FISCAL IMPACTS:

The contract is estimated to save the city \$21,900 annually (14%) and over \$114,000 during the contract term (includes 2% growth) in the Emergency Medical Transportation Enterprise Fund.

STAFF RECOMMENDATION:

Staff recommends approving the ordinance on second reading.

There is a redline attachment that includes minor language modifications required by the city attorney.

PROPOSED MOTION:

I move to approve on second 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 INTERMEDIIX
CORPORATION
FOR AMBULANCE BILLING AND RELATED PROFESSIONAL SERVICES**

THIS AGREEMENT ("Agreement") is made and entered into this 20th day of December, 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 INTERMEDIIX. 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. Provided however, that nothing in this Section shall relieve Intermedix of any liability or penalty arising or resulting from a violation of the Privacy or Security provisions of HIPAA or HITECH Act by Intermedix.

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, including coverage for electronically stored information and digital products, 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; (iii) that Client is required to disclose pursuant to the Colorado Open Records Act (CORA), C.R.S. §§ 24-72-201, et seq. Client shall be responsible for any breach by any of its Users, employees or agents of any of the confidentiality obligations set forth herein.

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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, such as the Colorado Open Records Act (CORA), C.R.S. §§ 24-72-201, et seq., provided that the Recipient will promptly notify the Discloser of such obligation;

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(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

crase 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~~ ninety (90) days prior written notice to the other party.

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(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.

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(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.

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(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.

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(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 form of reorganization by or of Intermedix. Intermedix may subcontract any of its obligations under this Agreement, and may perform those obligations through personnel employed by or under contract with Intermedix, provided however, Intermedix shall remain liable for any actions taken by such subcontractors or personnel.

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:

To Client: City Manager
 City of Littleton
 2255 W. Berry Avenue
 Littleton, Colorado 80120

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

To Intermedix: Intermedix Corporation
 6451 North Federal Highway, Suite 1000
 Fort Lauderdale, Florida 33308
 Attn: Brad Williams, VP & CAO

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.

22. ENTIRE AGREEMENT. This Agreement, including exhibits, attachments and written terms incorporated by reference, is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. Pre-printed terms and conditions on or attached to any Client purchase orders or other business forms shall be of no force or effect, even if Intermedix acknowledges or accepts them.

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.

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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
---	------------------------------------

By: _____ By: _____
Name: _____ Name: _____
Title: _____ 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 Services.

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~~ Colorado.

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: _____

**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 20th day of December, 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. Provided however, that nothing in this Section shall relieve Intermedix of any liability or penalty arising or resulting from a violation of the Privacy or Security provisions of HIPAA or HITECH Act by Intermedix.

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, including coverage for electronically stored information and digital products, 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 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; (iii) that Client is required to disclose pursuant to the Colorado Open Records Act (CORA), C.R.S. §§ 24-72-201, *et seq.* 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, such as the Colorado Open Records Act (CORA), C.R.S. §§ 24-72-201, *et seq.*, 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 ninety (90) days 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

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

To Intermedix: Intermedix Corporation
6451 North Federal Highway, Suite 1000
Fort Lauderdale, Florida 33308
Attn: Brad Williams, VP & CAO

22. ENTIRE AGREEMENT. This Agreement, including exhibits, attachments and written terms incorporated by reference, is the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. Pre-printed terms and conditions on or attached to any Client purchase orders or other business forms shall be of no force or effect, even if Intermedix acknowledges or accepts them.

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 Services.

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 Colorado.

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: _____

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 December 6, 2016

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

PLEASE PRINT YOUR NAME AND ADDRESS CLEARLY		Phone and/or email	DO YOU FAVOR THE PROJECT?	
NAME: Donald Genno	ADDRESS: 4538 W. LAKE GARDEN ST 80123		<input checked="" type="radio"/> YES	<input type="radio"/> NO
NAME:				
ADDRESS:			YES	NO
NAME:			YES	NO
ADDRESS:			YES	NO
NAME:			YES	NO
ADDRESS:			YES	NO
NAME:			YES	NO
ADDRESS:			YES	NO
NAME:			YES	NO
ADDRESS:			YES	NO



Staff Communication

File #: Ordinance 32-2016, **Version:** 2

Agenda Date: 12/06/2016

Subject:

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

PROPOSED MOTION:

I move to approve on second reading the ordinance adopting the 2017 Littleton Emergency Medical Transportation Enterprise Fund budget.

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

4

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 December 6, 2016

SUBJECT: An ordinance on second reading adopting the 2017 Littleton Emergency Medical Transportation Enterprise Fund budget

PLEASE PRINT YOUR NAME AND ADDRESS CLEARLY		Phone and/or email	DO YOU FAVOR THE PROJECT?	
NAME:			<div style="text-align: center;">YES</div>	<div style="text-align: center;">NO</div>
ADDRESS:				
NAME:			<div style="text-align: center;">YES</div>	<div style="text-align: center;">NO</div>
ADDRESS:				
NAME:			<div style="text-align: center;">YES</div>	<div style="text-align: center;">NO</div>
ADDRESS:				
NAME:			<div style="text-align: center;">YES</div>	<div style="text-align: center;">NO</div>
ADDRESS:				
NAME:			<div style="text-align: center;">YES</div>	<div style="text-align: center;">NO</div>
ADDRESS:				
NAME:			<div style="text-align: center;">YES</div>	<div style="text-align: center;">NO</div>
ADDRESS:				
NAME:			<div style="text-align: center;">YES</div>	<div style="text-align: center;">NO</div>
ADDRESS:				
NAME:			<div style="text-align: center;">YES</div>	<div style="text-align: center;">NO</div>
ADDRESS:				



Staff Communication

File #: Ordinance 33-2016, **Version:** 2

Agenda Date: 12/06/2016

Subject:

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

Presented By: Doug Farnen, Finance Director

POLICY QUESTION:

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

PROPOSED MOTION:

I move to approve on second reading an ordinance adopting the 2017 Littleton Sewer Utility Enterprise Fund budget.

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

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 December 6, 2016

SUBJECT: **An ordinance on second reading adopting the 2017 Littleton Sewer Utility Enterprise fund budget**

PLEASE PRINT YOUR NAME AND ADDRESS CLEARLY		Phone and/or email	DO YOU FAVOR THE PROJECT?	
NAME: Laura Hybert	ADDRESS: III	801201rh@gmail.com DoZaway	YES	NO
NAME: Pamela Cook				
ADDRESS: 7906 S. Bemis Pl		pamela.cook.rd@gmail.	YES	NO
NAME: Dorothy Gentry	ADDRESS: 4538 W. LAKE AVE So 80123		YES	NO
NAME:			YES	NO
ADDRESS:			YES	NO
NAME:			YES	NO
ADDRESS:			YES	NO
NAME:			YES	NO
ADDRESS:			YES	NO
NAME:			YES	NO
ADDRESS:			YES	NO



Staff Communication

File #: Ordinance 34-2016, **Version:** 2

Agenda Date: 12/06/2016

Subject:

An ordinance on second 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 second reading adopting the 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 changes proposed to this enterprise fund budget as a result of those meetings.

Due to emergency repairs in 2016 on South Broadway, staff is recommending spending an additional \$290,000 in 2016 (for council review in a separate 2016 Budget Amendment this evening). 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 second reading adopting the 2017 Littleton Stormwater and Flood Management Utility Enterprise budget.

PROPOSED MOTION:

I move to approve an ordinance on second reading adopting the 2017 Littleton Stormwater and Flood Management Utility Enterprise budget.

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 Stormwater and
16 Flood Management Utility Enterprise (the “Enterprise”) by Ordinance Number 33, Series of
17 2013; and
18

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

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

25 **Section 1:** The budgeted expenditures for the City of Littleton Stormwater and
26 Flood Management Utility Enterprise for the period January 1, 2017 to December 31, 2017 shall
27 be \$649,030.
28

29 **Section 3:** 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 4:** 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 **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 Library, the
43 Municipal Courthouse and on the City of Littleton Website.

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

[Type text]

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

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 December 6, 2016

SUBJECT: An ordinance on second reading adopting the 2017 Littleton Stormwater and Flood Management Utility Enterprise budget

PLEASE PRINT YOUR NAME AND ADDRESS CLEARLY		Phone and/or email	DO YOU FAVOR THE PROJECT?	
NAME:	<i>DORAND GENIAH</i>		YES	<input checked="" type="radio"/> NO
ADDRESS:				
<i>4539 Wallace Circle So Littleton 80123</i>				
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:				