City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Meeting Agenda - Final

City Council

Tuesday, November 17, 2026 | **6:30 PM** | **Council Chamber**

Regular Meeting

1. Roll Call

2. Pledge of Allegiance

3. Approval of Agenda

4. Scheduled Appearances and Presentations

a) Aidan Lawton, Green Business Specialist, Cities of Littleton, Englewood, and Sheridan - Colorado Green Business Network recognition of Littleton businesses

5. Proclamations - None

6. Public Comment

If you wish to address city council under Public Comment, please sign-in on the public speaker form before the call to order for this meeting. Public Comment is an opportunity to express opinions regarding issues that are not part of public hearings on tonight's agenda; a separate opportunity will be provided for comment for any public hearing. Each speaker is limited to three (3) minutes. We expect comments to be civil. Disrespectful or disruptive behavior will not be tolerated. The city council is not authorized under the Colorado Open Meetings Law to discuss, comment, or take action at this meeting on any issue raised by public comment that is not part of tonight's agenda. The Mayor may refer the matter to the city manager and/or city attorney for immediate comment after Public Comment, or to staff to obtain additional information and report back to council as appropriate.

7. Comments / Reports

a) Council Members

b) Mayor

c) City Manager

d) City Attorney

8. Consent Agenda Items

Consent agenda items can be adopted by a simple motion. All ordinances must be read by title prior to a vote on the motion. Any consent agenda item may be removed at the request of a council member.

a) Resolution 72-2026 — Resolution 72-2026: Approving the 2027 Operating Plan and Budget for Littleton Downtown Development Authority (LDDA)

Attachments: 1. Resolution No. 72-2026
LDDA 2027 Draft Budget and Resolution
LDDA 2027 Annual Operating Plan_DRAFT

b) Resolution 85-2026 — Resolution 85-2026: Approving the first amendment to the Emergency Construction Contract with Insituform Technologies, LLC D/B/A C&L Water Solutions for the Storm Repairs Elati South of Ridge Project, City Project No. 25-71

Attachments: 1. Resolution No. 85-2026
2. Insituform Technologies_Amendment No. 01

c) Resolution 80-2026 — Resolution 80-2026: Affirming compliance with SB 25-310 and authorizing the Littleton Police Department to receive and expend funds from the Peace Officer Training and Support Fund for permissible purposes

Attachments: 1. Resolution No. 80-2026

d) Resolution 76-2026 — Resolution 76-2026: Approving a contract with Marathon Health for the City of Littleton employee clinic administration

Attachments: 1. Resolution No. 76-2026
2. Marathon Health Services Agreement

e) Resolution 79-2026 — Resolution 79-2026: Approving the first amendment to the Construction Contract with Edge Contracting for the Shadycroft Acres Sanitary Sewer Extension Project

Attachments: 1. Resolution No. 79-2026
2. Edge Contracting_Shadycroft Sewer - Amendment No. 1

f) Resolution 86-2026 — Resolution 86-2026: Acknowledging review of the City of Littleton's application for the FY 2025 Edward Byrne Memorial Justice Assistance Grant Program Local Solicitation and authorizing the City Manager to execute the Certifications and Assurances by the Chief Executive of the applicant government

Attachments: 1. Resolution No. 86-2026
2. Local Certification - JAG 2025

g) ID# 26-246 — Motion to approve minutes for the November 3, 2026, regular meeting of Littleton City Council

Attachments: 1. 11-03-2026 CC Minutes_DRAFT

9. General Business

a) Resolution 84-2026 — Resolution 84-2026: Adopting the 2027 Fee Schedule

Attachments:
1. Resolution No. 84-2026
2. 2027 Fee Schedule
3. 2027 Fee Schedule - red-line
4. Presentation_Res. 84-2026

b) Resolution 82-2026 — Resolution 82-2026: Approving an Economic Partnership Incentive Agreement with Chachi's Italian American LLC

Attachments:
1. Resolution No. 82-2026
2. 2, Chachi's Financial Partnership Agreement
3. Presentation_Res. 82-2026
4. Presentation_Chachi's (Applicant)

10. Ordinances on Second Reading and Public Hearings

Speakers wishing to address council as part of a public hearing will be limited to three (3) minutes and will be called upon when the mayor opens the public comment portion of the hearing.

a) Ordinance 23-2026 — Ordinance 23-2026: An ordinance on second reading appropriating funds for the 2027 annual budget for all municipal purposes of the City of Littleton, Counties of Arapahoe, Douglas, and Jefferson, State of Colorado, adopting budgets for the enterprise funds of the City of Littleton for the fiscal year beginning January 1, 2027 and ending December 31, 2027, and amending the 2026 budget

Attachments:
1. Ordinance No. 23-2026
2. Presentation_Ord. 23, 24, and 25-2026

b) Ordinance 24-2026 — Ordinance 24-2026: An ordinance on second reading establishing the tax levy of 2.0 mills to defray the costs of municipal government of the City of Littleton, Counties of Arapahoe, Douglas, and Jefferson, State of Colorado, for the City's Fiscal Year beginning January 1, 2027, and ending December 31, 2027

Attachments:
1. Ordinance No. 24-2026

c) Ordinance 25-2026 — Ordinance 25-2026: An ordinance on second reading establishing the tax levy of 3.0 mills to help defray the costs of government for the Littleton Downtown Development Authority of the county of Arapahoe, State of Colorado, for the calendar year beginning January 1, 2027, and ending on December 31, 2027

Attachments:
1. Ordinance No. 25-2026

11. Adjournment

The public is invited to attend all regular meetings or study sessions of the city council or any city board, commission, or committee. Please call 303-795-3780 at least 48 hours prior to the meeting if you believe you will need special assistance or any reasonable accommodation in order to attend, or participate in, any such meeting. For any additional information concerning city meetings, please call the city clerk's office at the above referenced number.

Staff Communication

File #: Resolution 72-2026, **Version:** 1

Agenda Date: 11/17/2026

Subject:
Resolution 72-2026: Approving the 2027 Operating Plan and Budget for Littleton Downtown Development Authority (LDDA)

From:	James L. Becklenberg, City Manager
Prepared by:	Kathleen Osher, Deputy City Manager
Presentations:	Jenny Starkey, LDDA Director

PURPOSE:
The Downtown Development Authorities Act, Section 31-25-816, *et seq*, C.R.S. requires that the Littleton Downtown Development Authority (LDDA) submit an annual Operating Plan and Budget for the coming year for city council approval.

LONG-TERM OUTCOME(S) SERVED:
High-Quality Governance

DISCUSSION:
The Downtown Development Authorities Act ("Act") requires that the authority submit an annual operating plan and budget for the next fiscal year by December 31 of each year for approval by city council. The LDDA held a public meeting on September 16, 2026, and adopted the 2027 Budget. The LDDA board met on October 21, 2026, to discuss and finalize the 2027 Operating Plan.

BACKGROUND:
DDAs are quasi-governmental entities that provide organizational focus and financing to support downtown economic development and improvements. DDAs help facilitate partnerships between businesses, property owners, and local governments to champion the beautification, development, and improvements of a city's central business area for the benefit of the city.

City council sent qualified electors within the boundaries of the then-proposed LDDA three ballot questions that included formation of the DDA, the collection of all revenues, and an increase in property taxes during its public hearing on August 16, 2022. Qualified electors within the proposed boundaries overwhelmingly approved the formation and financial tools for the LDDA on November 8, 2022.

Per state statute, the LDDA must submit their plan of development to planning commission for recommendation and then to city council for approval. The plan of development was adopted by the LDDA Board on March 22, 2023.

Prior Actions or Discussions

- Council approved the 2026 Operating Plan and Budget for the LDDA on October 7, 2025.
- Council approved the 2025 Operating Plan and Budget for the LDDA on October 15, 2024.
- Council approved the 2024 Operating Plan and Budget for the LDDA on December 19, 2023.
- Council approved an Intergovernmental Agreement (IGA) on April 4, 2023, that included an outline of the partnership between LDDA and the city as well as formation funding in the amount of $180,000.
- January 18, 2023, the LDDA elected board leadership.
- Resolution 84-2022, approving appointments to the LDDA Board and terms for each appointee, was approved on December 13, 2022.
- Ordinance 29-2022, creating and establishing the LDDA and determining organizational aspects of the LDDA, was approved on December 6, 2022.

FISCAL IMPACTS:
N/A

STAFF RECOMMENDATION:
Staff recommends approval of the resolution.

ALTERNATIVES:
N/A

PROPOSED MOTION:
I move to approve Resolution 72-2026 approving the 2027 Operating Plan and Budget for the Littleton Downtown Development Authority (LDDA).

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CITY OF LITTLETON, COLORADO

Resolution No. 72

Series, 2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LITTLETON, COLORADO, ADOPTING THE 2027 OPERATING PLAN AND BUDGET FOR THE LITTLETON DOWNTOWN DEVELOPMENT AUTHORITY

WHEREAS, the city council established the Littleton Downtown Development Authority by Ordinance No. 29, Series 2022; and

WHEREAS, the Littleton Downtown Development Authority has submitted an Operating Plan and Budget for the year 2027 for adoption by city council as required by Section 31-25-816, C.R.S.; and

WHEREAS, the Downtown Development Authorities Act requires the District to file an operating plan and budget for the next fiscal year with the clerk of the municipality no later than December 31 of each year.

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

Section 1. The Operating Plan and Budget for the Littleton Downtown Development Authority for 2027 is adopted.

INTRODUCED, READ AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Littleton, Colorado, on the 17th day of November 2026, at 6:30 p.m. at the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

ATTEST:

_____
Colleen L. Norton
CITY CLERK

_____
Kyle Schlachter
MAYOR

APPROVED AS TO FORM:

_____
Reid Betzing
CITY ATTORNEY

RESOLUTION
TO ADOPT 2027 BUDGET, APPROPRIATE SUMS OF MONEY, AND AUTHORIZE THE CERTIFICATION OF THE TAX LEVY
LITTLETON DOWNTOWN DEVELOPMENT AUTHORITY

A RESOLUTION SUMMARIZING REVENUES AND EXPENDITURES FOR EACH FUND, ADOPTING A BUDGET, LEVYING GENERAL PROPERTY TAXES FOR THE YEAR 2027 TO HELP DEFRAY THE COSTS OF GOVERNMENT, AND APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS IN THE AMOUNTS AND FOR THE PURPOSES SET FORTH HEREIN FOR THE LITTLETON DOWNTOWN DEVELOPMENT AUTHORITY, ARAPAHOE COUNTY, COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY, 2027, AND ENDING ON THE LAST DAY OF DECEMBER, 2027.

WHEREAS, the Board of Directors of the Littleton Downtown Development Authority has authorized its consultants to prepare and submit a proposed budget to said governing body at the proper time; and

WHEREAS, the proposed budget has been submitted to the Board of Directors of the District for its consideration; and

WHEREAS, the proposed budget has been submitted to the City Council for the City of Littleton, Colorado for its consideration and approval; and

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget was available for inspection by the public at a designated public office, a public hearing was held on September 16, 2026, and interested electors were given the opportunity to file or register any objections to said proposed budget; and

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues or planned to be expended from reserves or fund balances so that the budget remains in balance, as required by law; and

WHEREAS, the amount of money necessary to balance the budget for general operating purposes derived from property tax revenue, including a portion derived from tax increment financing, is $566,252; and

WHEREAS, the Board of Directors finds that it is required to temporarily lower the operating mill levy to render a refund for $0; and

WHEREAS, the amount of money necessary to balance the budget for voter-approved bonds and interest is $0; and

WHEREAS, the amount of money necessary to balance the budget for general operating purposes from sales tax increment revenue as approved by voters from sales tax increment revenue is $0; and

WHEREAS, the amount of money necessary to balance the budget for capital expenditure purposes from property tax revenue as approved by voters or at public hearing is $0; and

WHEREAS, the amount of money necessary to balance the budget for refunds/abatements is $0; and

WHEREAS, the 2026 valuation for assessment for the District as certified by the County Assessor of Arapahoe County is $64,515,496; and

WHEREAS, at an election held on November 8, 2022, voters within the boundaries of the District approved the formation of the Littleton Downtown Development Authority, the imposition of annual ad valorem property tax rate of not more than 3.000 mills, the use of tax increment financing and imposition of other fees, rates and charges as permitted by law, and the District has eliminated the revenue and expenditure limitations imposed on governmental entities by Article X, Section 20 of the Colorado Constitution and Section 29-1-301, C.R.S., as amended.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE LITTLETON DOWNTOWN DEVELOPMENT AUTHORITY OF ARAPAHOE COUNTY, COLORADO:

Section 1. Adoption of Budget. That the budget as submitted, and attached hereto and incorporated herein by this reference, and if amended, then as amended, is hereby approved and adopted as the budget of the Littletown Downtown Development Authority for calendar year 2027.

Section 2. Budget Revenues. That the estimated revenues for each fund as more specifically set out in the budget attached hereto are accepted and approved.

Section 3. Budget Expenditures. That the estimated expenditures for each fund as more specifically set out in the budget attached hereto are accepted and approved.

Section 4. Levy of General Property Taxes. That the Board of Directors does hereby confirm that the City of Littleton City Council shall certify the levy of general property taxes for collection in 2027 as follows:

A. Levy for General Operating and Other Expenses. That for the purposes of meeting all general operating expense of the District during the 2027 budget year, there is hereby levied a tax of 3.000 mills upon each dollar of the total valuation of assessment of all taxable property within the District for the year 2027.

B. Temporary Tax Credit or Rate Reduction. That pursuant to Section 39-1-111.5, C.R.S. for the purposes of effect of a refund for the purposes set forth in Section 20 of Article X of the Colorado Constitution, there is hereby certified a temporary property tax credit or temporary mill levy rate reduction of 0.000 mills upon each dollar of the total valuation of assessment of all taxable property within the boundaries of the District for the year 2027.

C. Levy for General Obligation Bonds and Interest. That for the purposes of meeting all debt retirement expense of the District during the 2027 budget year, as the funding requirements of the current outstanding general obligation indebtedness is detailed in the following "Certification of Tax Levies," there is hereby levied a tax of 0 mills upon each dollar of the total valuation for assessment of all taxable property within the District for the year 2027.

D. Levy for Contractual Obligations. That for the purposes of meeting the contractual obligation expense of the District during the 2027 budget year, as detailed in the following "Certification of Tax Levies," there is hereby levied a tax of 0.000 mills upon each dollar of the total valuation for assessment of all taxable property within the District for the year 2027.

E. Levy for Capital Expenditures. That for the purposes of meeting all capital expenditures of the District during the 2027 budget year pursuant to Section 29-1-301(1.2) or 29-1-302(1.5), C.R.S., there is hereby levied a tax of 0.000 mills upon each dollar of the total valuation of assessment of all taxable property within the boundaries of the District for the year 2027.

F. Levy for Refunds/Abatements. That for the purposes of recoupment of refunds/abatements of taxes pursuant to Section 39-10-114(1)(a)(I)(B), C.R.S., there is hereby levied a tax of 0.000 mills upon each dollar of the total valuation of assessment of all taxable property within the boundaries of the District for the year 2027.

Section 5. Property Tax and Fiscal Year Spending Limits. That, being fully informed, the Board finds that the foregoing budget and mill levies do not result in a violation of any applicable property tax or fiscal year spending limitation.

Section 6. Certification. That the appropriate officers of the District are hereby authorized and directed to certify to the City Council of the City of Littleton, Colorado for certification to the Board of County Commissioners, Arapahoe County, Colorado, the mill levies for the District herein above determined and set, or be authorized and directed to certify to the Board of County Commissioners of Arapahoe County, Colorado, as herein above determined and set, but as recalculated as needed upon receipt of the final certification of valuation from the County Assessor in order to comply with any applicable revenue and other budgetary limits or to implement the intent of the District. That said certification shall be in substantially the form set out and attached hereto and incorporated herein by this reference.

Section 7. Appropriations. That the amounts set forth as expenditures and balances remaining, as specifically allocated in the budget attached hereto, are hereby appropriated from the revenue of each fund, to each fund, for the purposes stated and no other.

ADOPTED this 16th day of September, 2026.

LITTLETON DOWNTOWN DEVELOPMENT AUTHORITY

Chair

ATTEST:

Secretary

LETTER OF BUDGET TRANSMITTAL

Date: January ___, 2027

To: Division of Local Government
1313 Sherman Street, Room 521
Denver, Colorado 80203

Attached is the 2027 budget for LITTLETON DOWNTOWN DEVELOPMENT AUTHORITY in Arapahoe County, Colorado, submitted pursuant to Section 29-1-113, C.R.S. This budget was adopted by the Littleton Downtown Development Authority on September 16, 2026, and approved by the City of Littleton on _____. If there are any questions on the budget, please contact:

Littleton Downtown Development Authority
c/o Spencer Fane LLP
Lisa K. Mayers, Esq.
1700 Lincoln Street, Suite 2000
Denver, Colorado 80203

Jenny Starkey, Executive Director, (303) 868-4006

I, Jenny Starkey, as Executive Director of the Littleton Downtown Development Authority, hereby certify that the attached is a true and correct copy of the 2027 budget.

By: _____

LITTLETON DOWNTOWN DEVELOPMENT AUTHORITY

ANNUAL BUDGET

FOR THE YEAR ENDING DECEMBER 31, 2027

LITTLETON DOWNTOWN DEVELOPMENT AUTHORITY
GENERAL FUND
2027 BUDGET
WITH 2025 ACTUAL AND 2026 ESTIMATED
For the Years Ended and Ending December 31,

9/18/26

	ACTUAL 2025	BUDGET 2026	ACTUAL 8/31/2026	ESTIMATED 2026	BUDGET 2027
BEGINNING FUND BALANCES	$ 138,238	$ 271,768	$ 264,718	$ 264,718	$ 388,228
REVENUES					
Property Taxes - City	185,105	202,842	192,217	202,842	193,545
Specific ownership taxes	10,374	11,156	6,904	10,000	9,677
Increment Revenue - Property Tax	161,753	362,028	353,042	362,028	372,707
Increment Revenue - Sales Tax	110,028	70,000	-	-	-
Interest Income	8,898	7,500	9,622	13,000	13,000
Program income	-	-	3,500	3,500	2,500
Other Revenue	10,000	-	-	-	-
Events income	69,571	80,000	102,305	102,305	96,000
Grants	35,875	25,000	13,000	13,000	15,000
Sponsorships	39,380	50,000	52,500	52,500	79,500
Total revenues	630,984	808,526	733,090	759,175	781,929
Total funds available	769,222	1,080,294	997,808	1,023,893	1,170,157
EXPENDITURES					
Management & Administration					
Executive Director	98,880	108,000	72,000	108,000	126,000
Administrative Assistant	23,629	31,200	19,858	31,032	36,000
Legal	23,561	45,000	23,314	40,125	49,000
Accounting/Financial	52,762	58,000	29,709	53,008	69,600
Board Expenses/Meetings	-	-	-	-	5,000
Public Realm Operations	-	-	-	-	44,000
County Treasurer's Fee	5,222	8,473	8,194	8,473	8,494
Operations					
Dues and Membership	1,698	3,500	5,650	5,650	6,500
Insurance	4,101	4,000	4,193	4,638	5,500
Miscellaneous	5,141	6,227	1,425	1,500	4,691
Programs: Beautiful & Welcoming					
Flower Program	-	75,000	-	-	75,000
Programs: Clean & Safe					
Downtown Core Cleaning Services	32,570	45,000	25,480	35,190	73,950
Snow removal	39,954	50,000	13,080	32,080	53,040
Projects: Connectivity					
Public Art	-	15,000	24,563	24,563	40,000
Downtown Map/Guide	-	3,000	-	3,000	3,000
Banners	-	1,000	-	500	-
Projects: Business Friendly & Vibrant					
Marketing Communications	44,508	91,000	43,622	83,366	77,525
Printing/Mailing	-	15,000	-	12,000	15,000
Events - Holiday Activations	8,580	15,000	-	15,000	15,000
Events - Block Party	99,414	100,000	115,425	115,425	135,700
Events - Tree Program	57,796	50,000	13,735	55,515	55,000
Events - Community Networking	215	1,000	600	1,100	1,200
Digital Fees	3,915	4,600	5,145	5,500	5,800
Signage	2,558	-	-	-	-
Total expenditures	504,504	730,000	405,993	635,665	905,000
Total expenditures and transfers out requiring appropriation	504,504	730,000	405,993	635,665	905,000
ENDING FUND BALANCES	$ 264,718	$ 350,294	$ 591,815	$ 388,228	$ 265,157
PLAN OF DEVELOPMENT RESERVE	$ -	$ 275,294	$ 516,815	$ 313,228	$ 124,157
RESERVE FOR PROJECT DOWNTOWN	-	-	-	-	50,000
OPERATIONS RESERVE	264,718	75,000	75,000	75,000	91,000
TOTAL RESERVE	$ 264,718	$ 350,294	$ 591,815	$ 388,228	$ 265,157

PRELIMINARY DRAFT - SUBJECT TO REVISION
See summary of significant assumptions.

LITTLETON DOWNTOWN DEVELOPMENT AUTHORITY
PROPERTY TAX SUMMARY INFORMATION
2027 BUDGET
WITH 2025 ACTUAL AND 2026 ESTIMATED
For the Years Ended and Ending December 31,

9/18/26

	ACTUAL 2025	BUDGET 2026	ACTUAL 8/31/2026	ESTIMATED 2026	BUDGET 2027
ASSESSED VALUATION					
Residential - Single-family	$ 6,436,986	$ 6,786,585	$ 6,786,585	$ 6,786,585	$ 6,722,864
Residential - Multi-family	3,794,072	3,736,763	3,736,763	3,736,763	4,129,736
Commercial	47,326,882	53,665,751	53,665,751	53,665,751	49,224,193
State assessed	-	4,990	4,990	4,990	5,560
Vacant land	1,928,331	3,092,729	3,092,729	3,092,729	2,653,183
Personal property	4,137,735	3,766,942	3,766,942	3,766,942	5,192,967
	63,624,006	71,053,760	71,053,760	71,053,760	67,928,503
Adjustments	(1,562,304)	(3,439,561)	(3,439,561)	(3,439,561)	(3,413,007)
Certified Assessed Value	$ 62,061,702	$ 67,614,199	$ 67,614,199	$ 67,614,199	$ 64,515,496
MILL LEVY					
General	3.000	3.000	3.000	3.000	3.000
Total mill levy	3.000	3.000	3.000	3.000	3.000
PROPERTY TAXES					
General	$ 186,185	$ 202,842	$ 202,842	$ 202,842	$ 193,545
Levied property taxes	186,185	202,842	202,842	202,842	193,545
Adjustments to actual/rounding	(1,080)	-	(10,625)	-	-
Budgeted property taxes	$ 185,105	$ 202,842	$ 192,217	$ 202,842	$ 193,545
BUDGETED PROPERTY TAXES					
General	**$ 185,105**	**$ 202,842**	**$ 192,217**	**$ 202,842**	**$ 193,545**
	$ 185,105	**$ 202,842**	**$ 192,217**	**$ 202,842**	**$ 193,545**

PRELIMINARY DRAFT - SUBJECT TO REVISION
See summary of significant assumptions.

LITTLETON DOWNTOWN DEVELOPMENT AUTHORITY
2027 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS

Services Provided

The Littleton Downtown Development Authority (LDDA) was approved by downtown voters in November 2022 following a year-long public process. Voters authorized the formation of the LDDA, approved a mill levy (up to 3 additional mills), and authorized utilization of TIF financing. Start-up funding for the LDDA came from undesignated City ARPA funds and will provide the LDDA with necessary funding through April 2024, when funding will become available through TIF and assessments. Additional federal, state and local grants may also be a funding opportunity for the LDDA. The LDDA is considered a component unit of the City of Littleton (City).

With City Council approval of the Downtown Plan of Development on May 16, 2023, the LDDA initiated its role as a vital advocate for the district, working to make downtown Littleton more beautiful, welcoming, well-connected, clean, safe, and business-friendly.

The LDDA has no employees and all administrative functions are contracted.

The LDDA prepares its budget on the modified accrual basis of accounting in accordance with the requirements of Colorado Revised Statutes C.R.S. 29-1-105 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the LDDA believes are significant to the budget. There will usually be differences between the budget and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

Revenues

Property Taxes – City

Property taxes are levied by the City. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or, if in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August and generally sales of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the City. The City then distributes the collections, net of fees, to the LDDA.

The calculation of taxes levied in displayed on the Property Tax Summary page of the budget using the adopted mill levy imposed by the City.

PRELIMINARY DRAFT - SUBJECT TO REVISION

Revenues (Continued)

Property Taxes – City (Continued)

For property tax collection year 2027, HB24B-1001 set the assessment rates as follows:

Category	Rate	Category	Rate	Actual Value Reduction	Amount
Single-Family Residential	6.80%	Renewable Energy Land	26.00%	Single-Family Residential	10% capped at $70,000
Multi-Family Residential	6.80%	Vacant Land	26.00%		
Commercial	25.00%	Personal Property	26.00%		
Industrial	26.00%	State Assessed	26.00%		
Lodging	26.00%	Oil & Gas Production	87.50%		
Agricultural Land	25.00%	Oil & Gas Pipelines	26.00%		

Increment Revenue – Property Tax

The LDDA receives Tax Increment Financing (TIF) from the County Treasurer in excess of the amount produced by the levy of those bodies that levy property taxes against the Property Tax Base Amount in the TIF Authority.

Increment Revenue – Sales Tax

The LDDA receives TIF related to the City's general sales tax, in excess of the sales tax base amount of $2,620,774.

Specific Ownership Tax

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 5.0% of the property taxes collected.

Interest Income

Interest earned on the LDDA's available funds has been estimated based on historical interest earnings.

LITTLETON DOWNTOWN DEVELOPMENT AUTHORITY
2027 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS

Expenditures

Management, Administration and Operations

Management, administrative and operational expenditures include costs necessary to maintain the viability such as insurance, dues and membership, County Treasurer's fee, contractual services with the executive director, administrative assistant, legal counsel, accountant, and financial advisor, and other administrative expenses of the LDDA.

Programs and Projects

Beautiful & Welcoming
Expenses related to creating an experience that is a beautiful and welcoming experience for all that come downtown and create a place that people want to come back to.

Connectivity
Expenses related to creating a downtown that is well-connected so that people from other parts of Littleton and the region have easy access to visit downtown via all forms of transportation.

Improved Parking Experience
Expenses related to creating a downtown that has improved parking options and educating the public about them to increase awareness of the breadth of options.

Clean & Safe
Expenses related to creating a downtown that is clean and safe to improve visitor experience and attract more businesses.

Business Friendly & Vibrant
Expenses related to creating a downtown that is business-friendly and vibrant so more businesses want to locate here and are able to thrive. These include marketing and communications, event support and sponsorship, website management and maintenance, community events, and other holiday and seasonal marketing programs.

Debt and Leases

The LDDA has no outstanding debt.

The LDDA has no operating or capital leases.

This information is an integral part of the accompanying budget.

PRELIMINARY DRAFT - SUBJECT TO REVISION

2027 Littleton DDA Annual Operating Plan

Board Draft | October 21, 2026

I. Introduction

Purpose of the Plan

This Annual Operating Plan sets the LDDA's focus for 2027 and aligns our activities, budget and partnerships with the five priority areas of the adopted Plan of Development. It carries forward the work started in 2026, completes the projects the Board chose to move into 2027, and adds new initiatives that prepare the district for Project Downtown.

Connection to the Plan of Development

The POD continues to guide every LDDA initiative. The 2027 work plan is organized by the five POD priorities, and the Board-approved 2027 budget follows the same structure, so the plan and the budget tell the same story.

Context from 2026

- Every POD priority area was active in 2026. Highlights include the LDDA's first public art mural, a completed district directory, an Investment Opportunity Committee now meeting monthly, a successful Block Party, and event revenue and sponsorships that came in ahead of budget.
- The Board chose to move the flower/gateway beautification program and its funding into 2027, and the printed map and directory waited on the new website directory, which is now complete.
- Through the 2027 budget, the Board directed new investment in two areas: expanded clean and safe services through CSG, and added staff support and resources to prepare for Project Downtown.

2027 Focus

01

Strengthen the basics

Expand CSG cleaning and snow removal so more of the district gets the service level our core blocks receive today.

02

Get ready for Project Downtown

Add public realm and administrative capacity so the LDDA is organized, informed and ready to partner with the City ahead of 2028 construction.

03

Finish strong, think long term

Complete the projects carried over from 2026, test new ideas before committing to them, and lay the groundwork for the 2028 IGA.

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II. Vision, Mission, and Values

- **Vision:** A vibrant and welcoming district built through collaborative efforts that preserves the district's unique character and feel and promotes economic growth.
- **Mission:** To steer the economic vitality of the district through collaborative efforts that cultivate a vibrant community where businesses thrive, residents are actively engaged, and visitors are eager to return.
- **Values:** Impact, Collaboration, Community, Legacy.

III. 2027 Priorities & Work Plan

The following sections are organized by the five POD priorities. Each includes a goal, key 2027 initiatives, and performance measures.

1. Beautiful & Welcoming

Goal: Create an experience that is beautiful and welcoming for all that come downtown and create a place that people want to come back to.

2027 Initiatives:

- Launch a gateway beautification program using the funds the Board moved from 2026. The program will focus on district gateways and high-visibility areas outside the Project Downtown footprint. Final scope (flowers, plantings or other seasonal enhancements) will be set with City staff.
- Install the Bega Park sculpture in Q1 2027 and identify additional locations for plinth and base installation.
- Complete the painted bench art pilot program. The Public Art Committee will decide in Q1 whether the program continues.
- Advance the Public Art Committee's 2027 project priorities, which the Committee is setting Q4 2026.
- The Holiday Tree Program completes its final planned year in 2026, as intended when it launched as a bridge to Project Downtown. Beginning in Q1 2027, the LDDA will evaluate the program's efficacy to determine program continuation and also work with the City to evaluate new and future holiday installations for downtown. Holiday activations (Santa and carolers) will continue.

Performance Measures:

- Number and location of gateway beautification projects completed.
- Bega Park sculpture installed; painted bench pilot decision made.
- Public art projects completed against the Committee's 2027 goals.
- Holiday installation approach selected with DDA board, City partners; community feedback collected.

2. Well-Connected

Goal: Create a downtown that is well-connected so that people from other parts of Littleton and the region have easy access to visit downtown via all forms of transportation.

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2027 Initiatives:

- Print and distribute the downtown map and business directory, with a QR code linking to the new website directory. First print is planned for Q4 2026 or Q1 2027.
- Continue Little's Creek Trail cleaning and maintenance through CSG, including power washing.
- Partner with the City as it considers an on-demand bus and mobility service. The LDDA will share business and visitor input and help promote the service if it launches.
- Continue building relationships with RTD, CoCo, the City and other transportation partners to support access to downtown Littleton.

Performance Measures:

- Number of directories distributed; QR code scans and website directory visits.
- Trail maintenance completed by LDDA contractors.
- LDDA input provided on City mobility planning; promotion completed if a service launches.

3. Improved Parking Experience

Goal: Create a downtown that has improved parking options and educate the public about them to increase awareness of the breadth of options.

2027 Initiatives:

- Use data from the City's parking and curbside management survey, expected in 2027, to build a parking map on the LDDA website.
- Stay at the table as the City develops district-wide parking and curbside recommendations, advocating for the needs of businesses, employees and visitors.
- Share clear parking information with businesses and visitors, especially as Project Downtown planning moves forward.

Performance Measures:

- Parking map launched on the LDDA website.
- Parking information shared through LDDA communications channels.

4. Clean & Safe

Goal: Create a downtown that is clean and safe to improve the visitor experience and attract more businesses.

2027 Initiatives:

- Expand CSG cleaning and maintenance services to a larger service area at higher service levels with increased frequency of services.
- Expand CSG snow removal to a larger service area.
- Bring on public realm operations support to manage the district's public realm day to day and help plan for the long term. This role will:
    - Manage the CSG contract and service quality.
    - Serve as the LDDA's point of contact with Littleton Police, Public Works and City grounds crews.
    - Walk the district weekly to identify and resolve issues and to connect with businesses.

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    - Evaluate opportunities for the LDDA to take on additional services, including the staffing, cost and revenue potential for the LDDA.
    - Help shape long-term public realm strategy under the Plan of Development.
- Continue regular lighting audits throughout the district and work requests with Xcel Energy.

Performance Measures:

- Monthly cleaning, maintenance and snow removal service reports.
- Weekly district walk-throughs completed; issues logged and resolved.
- Service opportunity analysis brought to the Board.
- Completed work requests and lighting improvements via Xcel Energy.

5. Business-Friendly & Vibrant

Goal: Create a downtown that is business-friendly and vibrant so more businesses want to locate here and are able to thrive.

2027 Initiatives:

- Launch the new LDDA website with an online business directory and mapping (Q4 2026 or Q1 2027).
- Evaluate a district-wide gift card program to keep spending local. The evaluation will look at potential partners, administration, cost and business interest, and will come to the Board with a recommendation.
- Host and produce the 2027 Block Party using the same model as 2026.
- Continue consistent communications and marketing throughout the year, including e-newsletters, blogs, social media, media relations, and seasonal campaigns such as Sparkle & Stroll.
- Continue business welcome meetings and community networking events.
- Use the district stakeholder database to keep businesses and property owners informed about Project Downtown as the City's schedule develops.
- Support the Investment Opportunity Committee as it explores development, investment and revenue growth opportunities for the district.

Performance Measures:

- New website launched; directory listings and site traffic.
- Gift card program recommendation brought to the Board.
- Event attendance, revenue, sponsorships and business participation.
- Number of business and property owner meetings.
- Number of positive press mentions of LDDA initiatives, events and efforts.

IV. Project Downtown Readiness

Project Downtown, the City's multi-million dollar Main Street streetscape and infrastructure project, runs right through the heart of our district. Construction is expected to begin in 2028, which makes 2027 the year to get ready. 2027 milestones are still being set by the City. The DDA's focus is on being organized, informed and ready to be a strong partner.

- **Partnership:** Continue regular, ongoing coordination with the City's Project Downtown team so that business, property owner and visitor perspectives are part of the conversation.

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- **Capacity:** New public realm operations support frees up the Executive Director to focus on Project Downtown coordination and long-term planning.
- **Communication:** Use the district stakeholder database and LDDA channels to keep the district informed as decisions are made. Ensure clear, consistent and approachable communication with the community.
- **Smart investment:** Focus 2027 beautification and capital work outside the construction footprint, and begin building a Project Downtown reserve through the 2027 budget.

V. Administrative & Governance Functions

- Maintain effective governance, compliance and reporting through the IGA and Board oversight.
- Expand staffing support and resources for existing contractors to keep pace with a growing workload.
- Begin preparing for the 2028 IGA. This includes documenting the services the LDDA provides today, identifying City services the LDDA could take on, and developing a funding approach so that any new responsibilities come with the resources to deliver them.
- Secure grants and sponsorships to supplement TIF revenue.
- Monitor legislative and city-level policy developments impacting downtown.

VI. Implementation & Evaluation

- Quarterly reporting to the Board on progress.
- Mid-year operating plan review and adjustments.
- Year-end evaluation with measurable outcomes tied to the POD priorities.
- Any new service responsibilities, City agreements or Project Downtown roles will come to the Board for direction before the LDDA commits to them.

Looking Ahead to 2028

2027 is a year of preparation. By the end of the year, the LDDA will have stronger day to day management of the public realm, a clear line of communication with the district, and the groundwork for a 2028 IGA that reflects the expanded services the LDDA provides. These steps position the LDDA to support downtown businesses, property owners, residents and visitors before, during and after construction.

DRAFT

File #: Resolution 85-2026, **Version:** 1

Agenda Date: 11/17/2026

Subject:
Resolution 85-2026: Approving the first amendment to the Emergency Construction Contract with Insituform Technologies, LLC D/B/A C&L Water Solutions for the Storm Repairs Elati South of Ridge Project, City Project No. 25-71

From:	James L. Becklenberg, City Manager
Prepared by:	Brent Soderlin, Director of Public Works & Utilities
	Sarah White, Water Resources Manager
Presentations:	N/A

PURPOSE:
Approving the First Amendment to Emergency Construction Contract with Insituform Technologies, LLC D/B/A C&L Water Solutions for the Storm Repairs Elati South of Ridge Project, City Project No. 25-71.

LONG-TERM OUTCOME(S) SERVED:
Sustainable Community with Natural Beauty; High-Quality Governance

DISCUSSION:
The City of Littleton owns and maintains approximately 53.5 miles of storm sewer infrastructure. In 2018, the city televised all 53 miles of storm sewer, but it was not analyzed until the 2024 storm sewer master plan. Upon review of all the video, it was determined that 23% or 17 miles of the network had a high or very-high risk score of failure. Staff identified 8 high-priority projects that have the largest consequence of failure. Two projects (Belleview & Federal and Prince & Ridge) were completed in 2025, and one additional project (Broadway at Lee Gulch) is currently under construction. A 4th project at Ridge and Elati was originally slated for 2025 repairs but was moved to 2026 due to staff availability and funding.

The intersection of West Ridge Road and South Elati Street is a high traffic area due to the proximity of Heritage High School and Runyan Elementary School, furthermore Ridge Road serves as a major roadway connection to South Broadway. With the proximity to the schools, staff anticipated completing a maintenance repair project in Summer 2026. Insituform Technologies, LLC D/B/A C&L Water Solutions was selected as the contractor through the city oncall contract services in the Spring of 2026. City project 25-71 was awarded to clean, closed-circuit televise (CCTV) and rehab approximately 1100 LF of 18” corrugated metal pipe (CMP).

In late June 2026, a segment of pipe failed south of South Sundown Circle creating a sinkhole in the bike lane and sidewalk. The CCTV inspection was complete and identified 8 additional segments of collapsed or damaged storm sewer at imminent risk of failure. Given the existing collapse and imminent failure risk, it was determined there was a threat to public property, health, and safety; and a subsequent emergency repair contract was requested. C&L Water Solutions was selected for the emergency repair, as they were already engaged on

the related Project #25-71 work on Elati and were able to mobilize quickly.

Per Section 102 of the Littleton City Charter, City Council may waive competitive bidding provisions in cases of emergency affecting public property, health, peace, or safety, and Resolution No. 138-2014 grants the City Manager authority to execute emergency procurements under these circumstances. Mike Gent, as acting City Manager in Jim's absence, approved the emergency contract procurement on July 2, 2026. Upon his return, City Manager James Becklenberg, further approved the emergency contract price of $476,458.00, funded by Storm Sewer Enterprise Fund (4200).

As work begun, it was determined that additional pipe needed to be fully excavated. The sinkhole was initially anticipated to be approximately 20 ft in length. Upon excavation, the pipe had failed a total of 283 linear feet. This caused additional delays in both time and costs.

Work commenced on July 20, 2026, with school scheduled to begin on August 11, 2026 it left crews only 3 weeks to complete all the repairs. There was some additional work at the manhole at Ridge and Elati that was delayed until the fall break October 15-19, 2026. The contract will need a 60-day extension to accommodate additional work needed.

BACKGROUND:
Aging storm sewer along West Ridge Road and South Elati Street were previously identified as a high priority repair project. A contract for cleaning, CCTV and rehab approximately 1100 linear feet (LF) of storm sewer was awarded to contractor C&L Water Solutions in April 2026. Due to proximity of school route, repair work was held until summer break in June 2026. In June 2026, a segment of storm sewer collapsed causing a sinkhole in the sidewalk and adjacent bike lane. C&L Water Solutions were able to get the crew out to clean and televise the lines, as per the original April contracts. At that time, 8 additional repairs were identified as imminent collapse in addition to the sinkhole.

In compliance with City of Littleton emergency procurement procedures, an emergency repair contract was issued for 9-point repairs along the 1100 LF storm sewer, including the 8 newly identified point repair at risk of collapse and a 20 foot segment of collapsed storm sewer. As the lining material had already been purchased, it was determined the most economical approach would be to install new CMP and complete the lining project once the repair work was completed.

During construction, the collapsed segment of pipe was found to be 283 LF instead of 20 LF. Full repairs were completed to get the road and sidewalk open prior to school commencement in August. The additional 263 LF of collapsing pipe extended under sidewalks, bike lane and through the intersection of South Sundown Circle. Additionally, pipe bedding material was also brought in to stabilize the area around the pipe that had washed out from beneath the storm sewer. Additional time and materials totaled $175,427.96.

A portion of the project at the intersection of Ridge and Elati was delayed until the Littleton Public School fall break in October. The contract will be extended an additional 60 days to finish the repairs at the intersection of Ridge and Elati.

Prior Actions or Discussions
N/A

FISCAL IMPACTS:
The existing emergency construction contract with Insituform Technologies, LLC D/B/A C&L Water Solutions

for the Storm Repairs Elati South of Ridge Project is $476,458.00. This project will be funded by the Storm Drainage Utility Enterprise Fund.

Pursuant to the City's Procurement Policy, all contracts exceeding $500,000 must be approved by City Council.

STAFF RECOMMENDATION:
Staff recommends approval of the construction contract.

ALTERNATIVES:
If the construction contract is not approved, the project will not proceed at this time. This will have an adverse impact on the property owners whose septic systems are at the end of their useful life and are planning to connect to the new sanitary sewer as soon as feasible.

PROPOSED MOTION:
I move to approve Resolution 85-2026 approving the first amendment to the Emergency Construction Contract with Insituform Technologies, LLC D/B/A C&L Water Solutions for the Storm Repairs Elati South of Ridge Project, City Project No. 25-71.

CITY OF LITTLETON, COLORADO

Resolution No. 85

Series, 2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LITTLETON, COLORADO, APPROVING THE FIRST AMENDMENT TO EMERGENCY CONSTRUCTION CONTRACT WITH INSITUFORM TECHNOLOGIES, LLC D/B/A C&L WATER SOLUTIONS FOR THE STORM SEWER REPAIRS ELAIT SOUTH OF RIDGE PROJECT – CITY PROJECT NO. 25-71

WHEREAS pursuant to Section 1-15-62 of the Littleton Municipal Code, City Council approval is a condition precedent to the approval of an agreement in which the total value of the agreement is over five hundred thousand dollars and 00/100 cents ($500,000.00); and

WHEREAS the city entered into an agreement with Insituform Technologies d/b/a C&L Water Solutions, LLC ("Contractor") on July 17, 2026 for emergency repair work at West Ridge Road and South Elati Street, City Project No. 25-71 ("Agreement"); and

WHEREAS Agreement was procured through emergency procurement measures due to safety risk of collapsed failure storm sewer and additional infrastructure at risk of imminent collapse of storm sewer; and

WHEREAS due to unknown conditions and unforeseen circumstances, there is a need to amend the Agreement;

WHEREAS, the city and Contractor have agreed to amend the Agreement as set forth herein.

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

Section 1. The Littleton City Council hereby approves the First Amendment to Emergency Construction Contract with Insituform Technologies, LLC D/B/A C&L Water Solutions for the Storm Repairs Elati South of Ridge Project, City Project No. 25-71 in substantially the same form attached hereto as Exhibit "A," and authorizes the Mayor to execute the same on behalf of the City of Littleton.

Section 2. The Resolution shall take effect upon its approval by the Littleton City Council.

INTRODUCED, READ AND ADOPTED at a regularly scheduled meeting of the

City Council of the City of Littleton, Colorado, on the 17th day of November 2026, at 6:30 p.m. at Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

ATTEST:

_____	_____
Colleen L. Norton	Kyle Schlachter
CITY CLERK	MAYOR

APPROVED AS TO FORM:

_____
Reid Betzing
CITY ATTORNEY

AMENDMENT TO CONSTRUCTION AGREEMENT FOR CITY PROJECT NO. 25-71

THIS AMENDMENT TO THE CONSTRUCTION AGREEMENT TO CITY PROJECT NO. 25-71 ("Amendment") is entered into as of the date of the last signature set forth below, by and between **INSITUFORM TECHNOLOGIES, LLC**, whose business address is 580 Goddard Ave, Chesterfield, MO 63005 (the "Contractor") and the **CITY OF LITTLETON, COLORADO** ("City"), a Home Rule municipality of the State of Colorado. The City and the Contractor may be collectively referred to as the "Parties."

RECITALS AND REPRESENTATIONS

WHEREAS the City and Contractor entered into the Construction Agreement for City Project No. 25-71, dated July 17, 2026 (the "Agreement") in connection with storm and sewer repairs, as more fully described in the Agreement; and

WHEREAS the City and Contractor desire to enter into this Amendment to adjust the contract completion date and increase the contract price.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the Parties agree as follows:

1. All references to "…Exhibit A" in the existing agreement shall be amended to read "…Exhibit A and Exhibit A-1…", as applicable. The Scope of Work marked as '**Exhibit A-1**' is attached and incorporated to the Agreement.

2. All references to "…Exhibit B" in the existing agreement shall be amended to read "…Exhibit B and Exhibit B-1…", as applicable. The rough order of magnitude marked as '**Exhibit B-1**" is attached and incorporated to the Agreement.

3. All references to "…Exhibit C" in the existing agreement shall be amended to read "…Exhibit C and Exhibit C-1…", as applicable. The rough order of magnitude marked as '**Exhibit C-1**" is attached and incorporated to the Agreement.

4. Section 1.3 of the Agreement, entitled "Commencement and Completion of the Project," is hereby amended to read as follows:

"1.3 **Commencement and Completion of the Project.** The Contractor understands and agrees that all Work required under this Contract shall not commence until a Notice to Proceed is issued and shall be fully completed by **April 30, 2027**. The Contractor acknowledges and understands that it is an essential term of this Contract that Contractor maintain a rate of progress in the Work that will result in completion of the Work in accordance with the Contract Documents, and to that end, Contractor agrees to proceed with all due diligence to complete the Work in a timely manner in accordance with the Contract Documents."

5. Section 1.4 of the Agreement, entitled "Contract Price," is hereby amended to increase the Contract Price under this Supplemental Agreement in the amount of **ONE HUNDRED SEVENTY-FIVE THOUSAND FOUR HUNDRED TWENTY-SEVEN DOLLARS AND NINETY-SIX CENTS** ($175,427.96), for a total payable and aggregated amount of **SIX HUNDRED FIFTY-ONE THOUSAND EIGHT HUNDRED EIGHTY-FIVE DOLLARS AND NINETY-SIX CENTS** ($651,885.96).

6. Except as expressly modified by this Supplemental Agreement, the Construction Agreement shall remain in full force and effect and any obligations to be performed under the Construction Agreement by either party are neither waived nor excused in any manner but shall be performed in accordance with the terms and conditions of the Construction Agreement as it existed prior to this Supplemental Agreement.

7. **Authority**. The parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this Supplemental Agreement for the parties and to bind the parties to its terms. The signatories represent and warrant that each has legal authority to execute this Supplemental Agreement for the party he or she represents and to bind that party to its terms.

8. **Counterparts; Execution**. This Supplemental Agreement may be executed in any number of counterparts, each deemed to be an original, and, taken together will constitute one and the same instrument. Signature pages may be executed via "wet" signature or electronic mark and the executed signature pages may be delivered using pdf or similar file type transmitted via electronic mail, cloud-based server, e-signature technology or other similar electronic means.

[Signatures on Following Page]

CITY OF LITTLETON, COLORADO

_____
Kyle Schlachter
MAYOR

ATTEST

_____
Colleen Norton
CITY CLERK

APPROVED AS TO FORM:

_____
Reid Betzing
CITY ATTORNEY

CONTRACTOR

_____
Whittney Schulte
CONTRACTING & ATTESTING OFFICER

_____
Date

Exhibit A-1

Scope of Work

Brief description

As the emergency repair work begun, it was determined that additional storm sewer needed to be fully excavated. The sinkhole was initially anticipated to be approximately 20 ft in length. Upon excavation, the pipe had failed a total of 283 linear feet. This caused additional delays in both time and costs. The original contract is modified to fully excavate between proposed point repairs 7-9, into 1 singular point repair 283 in length.

Extended Description

In late June 2026, a segment of pipe failed south of South Sundown Circle creating a sinkhole in the bike lane and sidewalk. The CCTV inspection was complete and identified 8 additional segments of collapsed or damaged storm sewer at imminent risk of failure. Given the existing collapse and imminent failure risk, it was determined there was a threat to public property, health, and safety; and a subsequent emergency repair contract was requested. C&L Water Solutions was selected for the emergency repair, as they were already engaged on the related Project #25-71 work on Elati and were able to mobilize quickly.

During construction, the collapsed segment of pipe was found to be 283 LF combining 3 of the original planned point repairs. Full repairs were completed to get the road and sidewalk open prior to school commencement in August. The 283 LF of collapsing pipe extended under sidewalks, bike lane and through the intersection of South Sundown Circle. Additionally, pipe bedding material was also brought in to stabilize the area around the pipe that had washed out from beneath the storm sewer. Additional time and materials totaled $175,427.96.

Exhibit B-1

Elati Street Storm C/O 1 ROM

DATE: 11/4/2026
CUSTOMER NAME: City of Littleton
ATTN: Sarah White
JOB NAME: Elati Street Storm Sewer Repairs

	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Mobilization/Demobilization	1	LS	$8,771.40	$8,771.40
2	Traffic Control With Flaggers	1	LS	$23,150.00	$23,150.00
3	18" Corrugated Metal Pipe (Materials and Installation)	283	LF	$291.39	$82,462.52
4	Asphalt Replacement 7" Depth	1120	SF	33.00	$36,960.00
5	Concrete Replacement	720	SF	$31.00	$22,320.00
6	Landscape and Irrigation Repairs	1	LS	$1,764.00	$1,764.00
7					$0.00

BID TOTAL **$175,427.92**

NOTES:

Exhibit C-1

INCREASE PENALTY RIDER

BOND AMOUNT $476,458.00 BOND NO. 30282193

To be attached and form a part of Bond No. 30282193 dated the 8th Day of July, 2026, executed by Western Surety Company as surety, on behalf of Insituform Technologies, LLC dba C & L Water Solutions as current principal of record, and in favor of City of Littleton, as Obligee for 25-71 Emergency Storm Repairs Ridge and Elati, and in the amount of Four Hundred Seventy Six Thousand Four Hundred Fifty Eight Dollars and 00/100 ($476,458.00).

In consideration of the agreed premium charged for this bond, it is understood and agreed that Western Surety Company hereby consents that effective from the 28th Day of October, 2026, said bond shall be amended as follows:

THE BOND PENALTY SHALL BE INCREASED:

FROM: Four Hundred Seventy Six Thousand Four Hundred Fifty Eight Dollars and 00/100 ($476,458.00)

TO: Six Hundred Fifty One Thousand Eight Hundred Eighty Five Dollars and 96/100 ($651,885.96)

The INCREASE of said bond penalty shall be effective as of the 28th Day of October, 2026, and does hereby agree that the continuity of protection under said bond subject to changes in penalty shall not be impaired hereby, provided that the aggregate liability of the above mentioned bond shall not exceed the amount of liability assumed by it at the time the act and/or acts of default were committed and in no event shall such liability be cumulative.

Signed, sealed and dated this 28th Day of October, 2026

Insituform Technologies, LLC dba C & L Water Solutions
PRINCIPAL

BY _____

WESTERN SURETY COMPANY CORPORATE SEAL SOUTH DAKOTA

Western Surety Company
SURETY

BY _____
Kayla A. Woodward, ATTORNEY-IN-FACT

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Tamara Bowser, Kevin E McDaniel, Deanna M Maurer, Roxanne Avila, Nancy Singleton, Meredith McMillen, Kayla A Woodward, Individually, of St. Louis, MO
Mark R Duggan, Individually, of Nashville, TN

its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of March, 2026.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota
County of Minnehaha } ss

On this 17th day of March, 2026, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
December 4, 2031

K. Walsh, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 28th day of October, 2026.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Form F4280-6-2023

Staff Communication

File #: Resolution 80-2026, **Version:** 1

Agenda Date: 11/17/2026

Subject:
Resolution 80-2026: Affirming compliance with SB 25-310 and authorizing the Littleton Police Department to receive and expend funds from the Peace Officer Training and Support Fund for permissible purposes

From:	James L. Becklenberg, City Manager
Prepared by:	Gene Enley, Chief of Police
Presentations:	N/A

PURPOSE:
As required by SB 25-310, a resolution is needed by the City of Littleton stating the local government will expend money awarded by the department from the fund only in accordance with the requirements of SB 25-310.

LONG-TERM OUTCOME(S) SERVED:
Safe Community

DISCUSSION:
At the November 2024 statewide election, voters approved Proposition 130, which requires the state to provide $350 million in additional funding to local law enforcement officers. Permissible activities for the use of funds include:

- Recruitment of peace officers
- Hiring of additional peace officers to address specific geographic areas or specific types of criminal activity
- Initial and continuing education and training for peace officers
- Compensation for peace officers

BACKGROUND:
In 2024, a statewide election created the Peace Officers Training and Support Fund. Each law enforcement agency will receive $15,000 for recruitment, training, and retention. The remaining amount of funds will be divided by the number of officers and staff reported in the state system to determine the dollar amount per officer/staff.

Prior Actions or Discussions
N/A

FISCAL IMPACTS:
Without the resolution, the City and the Police Department would not be eligible to participate in the statewide distribution of funds.

STAFF RECOMMENDATION:
Staff recommends the passing of the resolution.

ALTERNATIVES:
N/A

PROPOSED MOTION:
I move to approve Resolution 80-2026 affirming compliance with SB 25-310 and authorizing the Littleton Police Department to receive and expend funds from the Peace Officer Training and Support Fund for permissible purposes.

CITY OF LITTLETON, COLORADO

Resolution No. 80

Series, 2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LITTLETON, COLORADO, AFFIRMING COMPLIANCE WITH SENATE BILL 25-310 AND AUTHORIZING THE LITTLETON POLICE DEPARTMENT TO RECEIVE AND EXPEND FUNDS FROM THE PEACE OFFICER TRAINING AND SUPPORT FUND FOR PERMISSIBLE PURPOSES

WHEREAS, the Colorado voters approved Proposition 130, resulting in the enactment of Senate Bill 25-310 ("SB25-310"), which establishes the Peace Officer Training and Support Fund ("the Fund"); and

WHEREAS, SB25-310 requires that local governments adopt a resolution affirming that monies received will be used exclusively for permissible purposes, as defined in C.R.S. 24-33.5-122(1)(j); and

WHEREAS, permissible purposes include: (1) Initial and continuing education and training for peace officers, and (2) Compensation of peace officers, which includes salary, reimbursement for tuition for training academy attendance, and hiring, rehiring, merit, and retention bonuses; and

WHEREAS, SB25-310 expressly prohibits the City or the Littleton Police Department ("LPD") from using Fund monies to supplant existing local, state, or federal funding for permissible purposes, and instead requires such funds to supplement and increase overall funding levels for peace officer training and compensation (C.R.S. 24-33.5-122(3)(c)); and

WHEREAS, the City of Littleton recognizes the importance of continued investment in peace officer recruitment, retention, training, and professional development; and

WHEREAS, adoption of this Resolution is required for the LPD to submit its annual certification to the Colorado Department of Public Safety under C.R.S. 24-33.5-122(3)(a).

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

Section 1. Use of Funds for Permissible Purposes Only

The City affirms that any money awarded to the Littleton Police Department from the Peace Officer Training and Support Fund shall be expended solely for permissible purposes, including peace officer training, education, and compensation as defined in SB25-310.

Section 2. Non-Supplanting Requirement
The City affirms that such funds will be used to increase existing levels of funding for permissible purposes and will not supplant or replace any local, state, or federal funds that would otherwise be provided to LPD for those same purposes.

Section 3. Budgeting Compliance
The City shall budget, track, and account for expenditures consistent with the requirements of SB25-310, including maintenance of contemporaneous records sufficient to demonstrate compliance with C.R.S. 24-33.5-122(3)(c)(III).

Section 4. Audit and Reporting Requirements
The City shall comply with the audit and reporting requirements set forth in C.R.S. 29-1-603(6), including providing to the Department of Public Safety evidence of expenditures and purposes for which Fund money was used during any applicable budget year.

Section 5. Authorization to Submit Certification
The City Council hereby authorizes the Chief of Police, or designee, to submit the annual certification to the Colorado Department of Public Safety as required under C.R.S. 24-33.5-122(3)(a) and to take any actions necessary to ensure ongoing compliance with SB25-310.

Section 6. This resolution shall take effect upon its adoption.

INTRODUCED, READ, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Littleton, Colorado, on the 17th day of November 2026 at 6:30 p.m. at the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

ATTEST:

_____
Colleen L. Norton
CITY CLERK

_____
Kyle Schlachter
MAYOR

APPROVED AS TO FORM:

_____
Reid Betzing
CITY ATTORNEY



File #: Resolution 76-2026, **Version:** 1

Agenda Date: 11/17/2026

Subject:
Resolution 76-2026: Approving a contract with Marathon Health for the City of Littleton employee clinic administration

From:	James L. Becklenberg, City Manager
Prepared by:	Tracy Hooker, Human Resources Director
Presentations:	N/A

PURPOSE:
The city conducted a competitive Request for Proposals (RFP) for employee health clinic administration beginning January 1, 2027. Six proposals were received. Following evaluation and advisory committee review, Marathon Health was selected as the preferred provider. Approval is requested for a five-year contract beginning January 1, 2027, to maintain and expand access to employee clinic services.

LONG-TERM OUTCOME(S) SERVED:
High-Quality Governance

DISCUSSION:
Employees and eligible dependents enrolled in a City medical plan will continue to have access to primary care, preventive services, episodic care, chronic condition support, laboratory services, prescription medications, and virtual appointments. Under the 2027 model, care will be available at the existing near-site clinic at Buck Recreation Center, through Marathon Health's Colorado Network locations (14), and virtually. Services will remain available at no cost for members enrolled in the Copay plan; members enrolled in a HDHP will pay $10 for non-preventive clinic services, consistent with HSA requirements.

Clinical services include:

- Primary care services
- On-site episodic care
- In person and telemedicine appointments
- Care and/or referral of chronic conditions
- On-site lab testing
- Prescription medications
- Annual wellness exams

Operational and Administrative services include:

- Overall clinic management
- Provider staffing

- Care management of patients
- OSHA/HIPPA compliance
- Waste handling and disposal

BACKGROUND:
The employee clinic is a valued component of the city's total rewards strategy, supporting employee health, recruitment, retention, and responsible management of medical plan costs. The clinic currently operates at Buck Recreation Center, with the city prioritizing continuity at this location and retention of existing providers during the transition. Marathon Health will coordinate transition planning with the city and the current operator, CareATC, to minimize disruptions to ongoing care, including chronic condition management and medication access. The new model adds access through Marathon's Colorado Network and virtual care.

A near-site employee wellness clinic helps reduce major medical plan costs by giving employees convenient access to preventive care, early diagnosis, chronic condition management, and treatment for everyday health concerns before they become more serious and expensive medical events. By reducing unnecessary emergency room visits, avoidable hospitalizations, and higher cost specialist care, the clinic can help lower the claims paid by the organizations major medical carrier. The return on investment comes from avoiding more expensive medical claims down the road. The City is investing in access to care upfront to avoid paying significantly more for care later.

The 2026 RFP resulted in six proposals. Following review of access, care quality, administration, pricing, and transition considerations, the city selected Marathon Health for services beginning in 2027.

Prior Actions or Discussions
N/A

FISCAL IMPACTS:
The proposed five-year agreement with Marathon Health includes an annual recurring service fee of $406,224 in the first contract year (2027), with subsequent annual fees established in the agreement. The contracted recurring service fees are outlined below:

Contract Year	Monthly Fee	Annual Fee
Year 1 - 2027	$33,852.00	$406,224.00
Year 2 - 2028	$35,162.67	$421,952.08
Year 3 - 2029	$36,525.76	$438,309.16
Year 4 - 2030	$37,943.38	$455,320.60
Year 5 - 2031	$39,417.70	$473,012.44

These recurring service fees provide a predictable cost structure for clinic administration over the five-year term. The clinic supports access to affordable primary and preventive care, chronic condition management, employee wellbeing, and recruitment and retention. By providing convenient care that may otherwise generate higher-cost medical plan claims, the clinic also supports the city's healthcare cost-containment strategy.

The amounts above represent recurring service fees only. Any separately billed pharmacy, laboratory, or other

utilization-based expenses would be additional and should be considered when evaluating total projected clinic costs. The expected sum of all costs for the employee health clinic is approximately $705,000 for 2027.

STAFF RECOMMENDATION:
Staff recommends approval of the five-year contract with Marathon Health effective January 1, 2027. This action supports continuity of essential clinic services while expanding convenient access options for covered employees and dependents.

ALTERNATIVES:
Council may decline to approve the contract or direct staff to negotiate an alternative. Either approach could delay transition planning and place continuity of clinic services at risk after the current agreement ends.

PROPOSED MOTION:
I move to approve Resolution 76-2026 approving a contract with Marathon Health for the City of Littleton employee clinic administration.

CITY OF LITTLETON, COLORADO

Resolution No. 76
Series, 2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LITTLETON, COLORADO, APPROVING A CONTRACT WITH MARATHON HEALTH FOR THE CITY OF LITTLETON EMPLOYEE CLINIC ADMINISTRATION

WHEREAS, the employee health clinic is a valued component of the City of Littleton's total rewards strategy, supporting employee health, recruitment, retention, and the responsible management of medical plan costs; and

WHEREAS, the employee health clinic provides employees and eligible dependents enrolled in a City medical plan with access to primary care, preventive services, episodic care, chronic condition support, laboratory services, prescription medications, and virtual appointments; and

WHEREAS, by providing convenient access to preventive care, early diagnosis, and chronic condition management, the clinic helps reduce unnecessary emergency room visits, avoidable hospitalizations, and higher-cost specialist care, thereby supporting the City's healthcare cost-containment strategy; and

WHEREAS, in 2026 the City conducted a competitive Request for Proposals for employee health clinic administration services beginning January 1, 2027, and received six proposals; and

WHEREAS, following evaluation of access, care quality, administration, pricing, and transition considerations, and review by an advisory committee, the City selected Marathon Health as the preferred provider; and

WHEREAS, under the proposed contract, clinic services will remain available at the existing near-site clinic at Buck Recreation Center and will be expanded through Marathon Health's Colorado Network locations and virtual care, and Marathon Health will coordinate with the City and the current operator to minimize disruptions to ongoing care during the transition; and

WHEREAS, the City Council finds that approval of the contract with Marathon Health is in the best interest of the City and its employees and supports continuity of essential clinic services while expanding convenient access to care.

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

Section 1. The City Council hereby approves the contract between the City of Littleton and Marathon Health for employee health clinic administration services for a five-year term beginning January 1, 2027.

Section 2. The City Manager is hereby authorized to execute the contract on behalf of the City, and to make such non-substantive changes to the contract as may be necessary to carry out the intent of this resolution, upon approval as to form by the City Attorney.

INTRODUCED, READ, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Littleton, Colorado, on the 17th day of November 2026 at 6:30 p.m. at the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

ATTEST:

_____	_____
Colleen L. Norton	Kyle Schlachter
CITY CLERK	MAYOR

APPROVED AS TO FORM:

_____
Reid Betzing
CITY ATTORNEY



HEALTH SERVICES AGREEMENT
(Partnership)

THIS HEALTH SERVICES AGREEMENT (this "Agreement") is made and entered into as of the date of the last signature below (the "Effective Date") by and between **City of Littleton**, Colorado ("Client"), with its principal place of business located at 2255 W. Berry Avenue, Littleton, CO 80120, and **Marathon Health, LLC** ("Marathon"), a Delaware limited liability company with its principal place of business located at 10 W. Market Street, Suite 2900, Indianapolis, IN 46204. Client and Marathon may each be referred to in this Agreement as a "Party" and, collectively, as the "Parties".

WITNESSETH

WHEREAS, as part of its overall healthcare program, Client desires to furnish to its employees and their spouses/dependents (as defined below) certain preventive, wellness, disease management, health consultation, occupational health and/or primary care services;

WHEREAS, Client desires to retain Marathon to provide the preventive, wellness, disease management, health consultation, occupational health and/or primary care services; and

WHEREAS, Marathon wishes to provide such services in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement together with all exhibits, and for other good and valuable consideration, the receipt of which is hereby acknowledged, Client and Marathon hereby agree as follows:

ARTICLE I
Definitions

1.1 "Advanced Primary Care Services" means the primary care, population health and wellness care services described in Exhibit A.

1.2 "Anniversary Date" means: (i) in the case where the Start Date occurs on the first day of the month, the date that is the anniversary of the Start Date; or (ii) in the case where the Start Date occurs after the first day of the month, the date that is the first day of the following month to occur after each anniversary of the Start Date. By way of example, if the Start Date is January 15, 2025, the Anniversary Date shall mean February 1, 2026 and each February 1 thereafter.

1.3 "Care Provider" means an employee or independent contractor of Marathon who provides Health Services to Patients.

1.4 "Collaborating Physician" means a licensed physician who has a collaborative relationship with a nurse practitioner or physician's assistant as required under the laws of the state in which such nurse practitioner or physician's assistant is providing services.

1.5 "Eligibility File" has the meaning set forth in Section 6.6.

1.6 "Health Center(s)" means the Client's owned or leased location(s) indicated on Exhibit B where Marathon will provide the Health Services described herein.

1.7 "Health Services" means the Advanced Primary Care Services and any additional wellness, behavioral health, disease management, health consultation, occupational health and/or primary care services to be provided under this Agreement.

1.8 "Implementation Services" means the services described on Exhibit C related to the setup and promotion of the Health Center.

1.9 "Marathon Services" means the Health Services and Implementation Services and such other professional or support services necessary for the performance of Marathon's obligations under this Agreement.

1.10 "Member" means an individual eligible to receive the Health Services, as listed in the Eligibility File.

1.11 "Patient" means a Member receiving Health Services from Marathon.

1.12 "Recurring Service Fees" means the Annual Fee (defined in Exhibit D) and any Optional Service Fees (defined in Exhibit D) payable for the Marathon Services hereunder.

1.13 "Support Services" means the account management and information technology platform services provided by Marathon in support of the Health Services, as described in Exhibit A.

1.14 "Start Date" means, with respect to each Health Center location described on Exhibit B, the date on which Health Services commence, provided, however, that the Parties may mutually agree to modify such date(s) during the implementation process. Any such modification shall be agreed to in writing. E-mails between Marathon and Client acknowledging the modification of the Start Date shall suffice to bind the Parties.

ARTICLE II
Services

2.1 Advanced Primary Care Services. Commencing on the Start Date(s), Marathon will provide Patients with the Advanced Primary Care Services described on Exhibit A at the location(s) indicated on Exhibit B.

2.2 Services Outside of Scope. Health Services that are not described in Exhibit A or elected as an optional service under Section 2.2 shall be outside the scope of this Agreement, and Client shall instruct Members to seek outside assistance for such matters with an alternate healthcare provider.

2.3 Implementation Services.

(a) Commencing on the Effective Date, Marathon will provide the Implementation Services described on Exhibit C. The Parties will cooperate with each other to facilitate the timely opening of the Health Center(s) and to address any issues that may arise. The Parties will mutually agree to necessary modifications to Marathon's standard implementation timeline and/or the Start Date on account of reasons beyond either Party's reasonable control.

(b) At Client's request, Marathon will obtain copies of medical records from any predecessor employer-sponsored health provider. Client will be solely responsible for the payment of any charges imposed by the predecessor provider for the medical records.

2.4 Service Orders and Amendments. Marathon may provide additional services, or the Parties may modify the existing services, by executing a mutually agreed service order, statement of work or an amendment to this Agreement. Service orders, statements of work and amendments will include terms and conditions specific to the services described therein including but not limited to the scope of services, fees, timeline and any deliverables. In the event of any conflict between this Agreement and any service order or amendment, the provisions of the service order, statement of work or amendment, as the case may be, will govern.

ARTICLE III
Term

3.1 Term. The "Initial Term" of this Agreement shall begin on the Effective Date, and, unless earlier terminated in accordance with Article VII, shall end on the fifth (5^{th}) Anniversary Date. If Marathon is to provide the Marathon Services at more than one Health Center with services occurring on multiple Start Dates, the Initial Term shall end on the fifth Anniversary Date of the latest Start Date to occur. The Initial Term and any Renewal Term(s) shall be the "Term."

3.2 Renewal Terms. This Agreement may renew for additional terms of one (1) year (each a "Renewal Term") by an amendment duly executed by an authorized signatory of Marathon and Client.

ARTICLE IV
Payment Terms

4.1 Fees. Marathon will submit invoices to Client for the Implementation Fee and Recurring Service Fees as set forth in Exhibit D. Marathon will invoice Client monthly for all other services that Client elects to receive (e.g., lab services, pharmaceuticals, customization services). Client shall remit payment for all invoiced amounts within thirty (30) days of the date of an invoice. Notwithstanding anything in this Agreement to the contrary, if any invoice(s) or portion(s) of invoice(s) are not disputed in writing by Client within thirty (30) days of the date of the invoice, Client irrevocably waives its right to later dispute such invoice. A one and one-half percent (1.5%) per month (or the maximum amount permitted by law, whichever is lesser) late fee will be charged for payments on undisputed charges not received when due. Marathon agrees it shall not invoice Client in excess of FOUR MILLION DOLLARS over the course of five (5) years for all costs under this agreement.

Non-Payment. Failure to pay an invoice when due shall constitute a material breach of this Agreement and Marathon reserves the right to terminate this Agreement or suspend services upon such breach by Client that continues more than thirty (30) days after the invoice due date. Marathon reserves the right to refrain from providing services to Client if full payment is not made when due for undisputed charges, until such time as payment in full has been made. In the event that Marathon continues to provide services during a period of time when Client is in breach, such continuance of services will not operate as a

waiver of Marathon's right and ability to utilize any and all remedies available to Marathon under applicable laws.

4.2 Tax Obligations. All fees for services purchased in this Agreement, unless otherwise noted, are exclusive of applicable taxes. Client represents and warrants that Client is tax-exempt and shall be entitled to withhold any amounts invoiced for taxes that are not applicable as a result of Client's tax-exempt status. To the extent Marathon has not collected and remitted any applicable tax for Client in reliance upon an erroneous representation of Client as to its tax status, Client shall pay all applicable sales, use or excise taxes on the Marathon Services and any interest and penalties imposed by any taxing authorities. If a certificate of exemption or similar document or proceeding is necessary in order to exempt the sale from sales or use tax liability, Client shall obtain and produce such certificate, document or proceeding, at its sole expense.

ARTICLE V
Duties of Marathon; Relationship of the Parties

5.1 Management of Health Center. Marathon will be responsible for the day-to-day management of the Health Center and will adopt appropriate policies and procedures to promote the orderly and efficient operation of the Health Center. As part of the Implementation Services, Marathon shall procure any medical equipment necessary to commence Health Services at the Health Center. Should any additional or replacement medical equipment be necessary to operate the Health Center after the Start Date, Marathon will procure such equipment at Client's expense subject to the execution of a written service order authorizing the procurement of such equipment. Provided that Client has satisfied its obligations hereunder, all title to the medical equipment shall be transferred to Client at the expiration or termination of the Agreement. Marathon will procure all medical supplies used to provide the Marathon Services under this Agreement and shall be responsible for disposing of all bio-waste and hazardous materials resulting from operation of the Health Center in compliance with applicable laws. In addition, subject to Section 6.2 below, Marathon will purchase, configure, own and maintain all IT equipment (including telephone and internet connection) necessary for the operation of the Health Center, provided that Client shall be responsible for any fees associated with early termination of IT services.

5.2 Responsibility for Subcontractors; Care Providers.

(a) Marathon shall be responsible for selecting, contracting with and managing any third party contractors to support the provision of the Marathon Services, all in accordance with the terms of this Agreement. Such third party contractors may include affiliated and non-affiliated third party providers of acute care, pharmacy, physical therapy, after-hours care and other healthcare services and may include other contractors such as analytics, information technology and medical records processing. Marathon shall retain responsibility for any such third party contractors.

(b) In addition, Marathon shall employ or subcontract qualified and appropriately licensed or certified (if applicable) staff and Care Providers to provide the Health Services. Marathon shall obtain any licenses and permits required for its employees and subcontractors to perform the Health Services, including visas and work permits required by applicable law. Care Providers shall retain the authority to direct or control

their medical decisions, acts or judgments. Notwithstanding any other provision in this Agreement, no Care Provider will be required to provide any service that the Care Provider believes, in the Care Provider's medical judgment, should be provided by another healthcare provider or in another setting.

5.3 Independent Contractor. Marathon, and each of its employees and third party contractors, shall at all times remain an independent contractor of Client with respect to the services provided under this Agreement. Nothing contained herein shall be construed to create an agency, joint venture, or joint enterprise relationship between the Parties. Marathon shall be solely responsible for the payment of compensation and provision of benefits to Marathon employees and contractors performing services hereunder. Marathon's employees and contractors are not entitled to receive any employee benefits from Client. Client shall not be responsible for payment of worker's compensation, disability, unemployment or other similar insurance or for withholding income, taxes or social security for any Marathon employee or contractor.

5.4 Health Center Staffing.

(a) The Parties agree that the staffing level provided on Exhibit B is adequate to meet the Parties' expectations regarding Patients' utilization of the Health Center as of the Effective Date. Marathon retains the right to adjust staffing as necessary to service actual patient demand. In the event that Patient utilization exceeds Marathon's ability to arrange Health Services at the staffing level set forth on Exhibit B, the Parties shall mutually agree via written amendment to increase Health Center staffing, hours of operation and any costs associated with such modifications.

(b) Marathon retains exclusive authority as to the hiring and termination of any Care Provider staffed at the Health Center. Marathon will promptly address any reasonable Client concerns regarding a Care Provider's conduct at the Health Center and take appropriate action which may include, at Marathon's sole discretion, termination of the Care Provider if Marathon determines that such action is warranted.

(c) If a Care Provider is terminated for Good Cause (defined below), then Marathon will assume 100% of the cost of obtaining interim Care Provider services, recruiting a new Care Provider (including any signing bonus), and training a Care Provider (collectively, the "Transition Costs"). If a Care Provider is terminated without Good Cause at any time during the Term in order to satisfy a request of the Client or due to any modification or reduction to the Health Services to be provided (for example, a reduction in operating hours due resulting in the reduction of staff), then Client shall pay to Marathon the Transition Costs and the cost of the Care Provider's severance, which may not exceed an amount equal to 90 days' salary. As used in this paragraph (c), "Good Cause" means personal misconduct or a breach of this Agreement caused by the actions of a Care Provider that has not been cured.

5.5 Standard of Performance. Marathon will perform its obligations under this Agreement in a professional manner and in compliance with all applicable laws. The Parties agree to the performance guarantees set forth on Exhibit D-1.

5.6 Performance of Client Obligations. Marathon shall not be responsible for any delay or lack of performance of the Marathon Services due to the failure of Client to meet its

obligations under this Agreement, or a Member to provide information necessary for Marathon to fulfill its obligations as required under this Agreement.

5.7 Medical Emergencies. The Health Services do not include emergency medical services and the Care Providers will follow Marathon's Emergency Response Care policy attached hereto as Exhibit F. Marathon reserves the right to modify its policy.

5.8 Refusal of Treatment. Certain Patients may refuse to accept procedures or treatment recommended by Care Providers. If a Patient refuses to accept treatment or procedures recommended by Care Providers, then neither the Care Providers nor Marathon will have further responsibility to provide or arrange treatment.

5.9 Marathon Health Reports. Marathon will provide to Client the reports described in Exhibit E. The provision by Marathon to Client of the reports listed on Exhibit E is contingent upon Client's delivery to Marathon the medical claims data from Client's applicable health benefit plan(s) as described in Section 6.7 and the Eligibility File as described in Section 6.6. Marathon will provide additional customized reports as requested by Client, and agreed upon by Marathon, at an additional mutually agreed cost.

5.10 Incentive Management. At Client's request, Marathon will manage Client's incentive program through Marathon's patient portal with the ability to track incentive activities. Client is responsible for determining specific incentive program requirements in conjunction with Marathon's incentive services team. Administration of Client incentive programs using Marathon's default program design parameters is included at no charge, unless otherwise provided in Exhibit D. Custom incentive programs or services requiring additional coordination, staffing or supplies may be subject to additional cost. Compliance with applicable laws with respect to specific program requirements, including the Americans with Disabilities Act, is the responsibility of Client.

5.11 Claims Submission. Solely for the purpose of meeting the performance guarantees set forth in Exhibit D-1, Marathon will submit medical provider claims via Marathon's standard format to up to four (4) health plans administered by one (1) Claims Processor through Marathon's electronic health records system upon request. For the avoidance of doubt, Marathon shall not seek compensation, repayment, reimbursement, or any monetary value from Client's Claims Processor or any health plan administered by Client's Claims Processor. Client will use its best efforts to direct and obtain agreement from its Claims Processor to receive available claims experience for Patient visits from Marathon. For the avoidance of doubt, Marathon shall not be required to be credentialed as part of a Claim Processor's provider network for the purpose of transmitting claims data to the Claim Processor and Client will direct Claims Processor to cooperate with this requirement. In the event Client desires to use an alternative format for the transmission of Claims to a Claim Processor or Client requests that Marathon submit claims to more than one (1) Claims Processor or for additional health plans, Marathon will evaluate the feasibility of using such alternative format and/or any additional professional services necessary to submit to additional Claims Processors. Marathon shall advise Client of any additional costs required to satisfy such requests. In no event shall Marathon be required to submit any claims to Medicare, Medicaid, or any other U.S. federal government payor.

5.12 Visit Fees. At the request of Client, Marathon will charge Patients and collect payment for non-preventive services at the time of the visit in accordance with details agreed to by the Parties. Any fees collected from Patients will be credited to Client on the invoice for the month immediately following the month in which the fees are collected. If the Marathon Services set forth on Exhibit A include Claims Submission Services, Marathon will submit claims to up to four (4) health plans administered by one Claims Processor (as defined in

Section 6.7) for health plan administrative purposes such as crediting patient deductibles for visit fees collected by Marathon on behalf of Client. For the avoidance of doubt, if applicable, Client will establish the fair market value for non-preventive services to be charged to Patients.

5.13 Member Outreach and Engagement. Marathon shall conduct such Member outreach and marketing communications as it deems reasonably necessary to support the Health Services to be provided under this Agreement by any means of communication permitted under applicable law, including via e-mail, direct mail, portal messages and text message.

ARTICLE VI
Duties of Client

6.1 Provision of Location. Client shall, at its sole cost and expense, provide or arrange for the provision of such space needed by Marathon for the performance of its obligations under this Agreement, including the payment of rent (if applicable) and fit-up of the space with basic infrastructure consistent with Marathon's specifications, including but not limited to, utilities, ventilating, heating and air conditioning, security and non-medical furnishings. Any such space must meet Marathon's minimum necessary requirements for the operation of a Health Center and shall be subject to Marathon's approval, which shall not be unreasonably withheld. Marathon will have the right, subject to reasonable rules and regulations adopted by Client, to the use of the common areas located around the Health Center, including but not limited to any common walkways, sidewalks, parking spaces and driveways necessary for access to the Health Center. Marathon shall provide or arrange for such janitorial services for the Health Center as may be necessary to maintain a hygienic and welcoming environment for Patients, keep and maintain the non-medical furniture and premises in good working order and make, or cause to be made, all necessary repairs and replacements to the non-medical furniture and premises and its systems as may be reasonably required to keep the same in good order and state of repair. Client shall reimburse Marathon for the actual costs incurred in providing or arranging for such janitorial services.

6.2 Internet Connections. Client will ensure that wired internet services are available to the Health Center that are independent of Client's network, provided that Marathon will be responsible for the costs of such services. Ethernet handoff to be implemented into a Marathon owned and operated firewall/router. Client is responsible for premise wiring to facilitate connectivity from the Marathon firewall to the desktops. Two jacks are required for each employee station. Location of jacks is dependent upon build out of facilities.

6.3 Telephone. Client will facilitate and provide all physical wiring needed for telephone connectivity. Wiring must be at least Cat5e terminated at both ends with RJ45 sockets. All wiring shall be terminated in a central location at one end and at each workstation at the other. Marathon will provide telephones and associated services for all of its employees and for the main line to the Health Center.

6.4 Construction/Renovation. Client will be responsible for the completion of any necessary construction and/or renovation to be performed by Client's contractor at least ten (10) business days prior to the Start Date.

6.5 Promotion of Health Services. Client agrees to support Marathon's outreach and engagement efforts by providing Marathon with contact information of the full population

appearing on the Eligibility File, including but not limited to the following: email address, phone number, home address, and work address. Client also agrees to adopt Marathon's engagement campaign strategy and process. Without limiting the generality of the foregoing, Client will publicize and provide descriptive information about the Marathon Services, including Marathon's standard communications materials, to all individuals eligible to receive Health Services. To ensure that outreach communications are received by all individuals eligible for Health Services, Client shall comply with Marathon's Standard Inbound Eligibility File Specification and Requirements, which is attached and incorporated to the Agreement as Exhibit G. Client will provide Marathon with copies of other documents and materials prepared independently by Client describing or publicizing the Health Services prior to the distribution of such materials for Marathon's approval, which shall not be unreasonably delayed.

6.6 Eligibility Files.

(a) Client will provide to Marathon a list of all individuals eligible to receive Health Services (the "Eligibility File") as soon as practicable after the Effective Date for review by Marathon's data integration team. Following Marathon review, Client must provide an updated Eligibility File incorporating any changes necessary for implementation, as requested by the Marathon data integration team, no later than thirty (30) days prior to the Start Date. In the event a production-ready Eligibility File is not received at least thirty (30) days prior to the Start Date, Marathon shall have the right to reasonably delay the Start Date to allow sufficient time necessary for implementation. Client will thereafter provide an updated Eligibility File that reflects new and terminated Members at least monthly or more frequently if mutually agreed by the Parties.

(b) The Eligibility File must contain the entire population of Members and will adhere to Marathon's content and format specifications set forth in the Marathon Eligibility File Specifications. In the event Client desires to use an alternative format to transmit the Eligibility File, Marathon will evaluate using such alternative format, including whether additional costs shall apply. Members will be entitled to use the Health Services as of the "eligible on date" indicated in the Eligibility File.

6.7 Medical Claims Data. To assist in the identification and treatment of Members with chronic conditions such as diabetes, asthma, heart disease, pulmonary disease and hypertension, and subject to applicable law and any confidentiality and business associate agreements, Client will direct its carrier, third party administrator, or third party vendor for claims data mining (each, a "Claim Processor") to provide to Marathon medical claims data and pharmaceutical claims data via SFTP for the Members enrolled in Client's health plan(s) for the 24 months prior to the initiation of the Health Services, and minimally at monthly intervals thereafter through the Term. Claims data is required for Client to be eligible for certain performance guarantees, as set forth in Exhibit D-1. In the event such claims data is not provided to Marathon by the Claim Processor, Client shall be deemed to have waived the performance guarantees for which the claims data is required. In the event Client desires to use an alternative format to transmit the claims data, Marathon will evaluate using such alternative format, including whether additional costs shall apply.

6.8 Business Operations/Legal Compliance. Client will be solely responsible for (a) determining the impact, if any, of offering the service to Members upon Client's business operations, including but not limited to any impact based upon Client's other benefit plans and (b)

ensuring Client's compliance with all laws applicable to Client, including but not limited to benefit, reporting, disclosure and other requirements under the Employee Retirement Income Security Act of 1974, as amended, Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, the Americans with Disabilities Act of 1990, as amended, the Internal Revenue Code of 1986, as amended, and the Consolidated Appropriations Act of 2021. In the event the Marathon Services become part of a Client employee benefit plan or program, neither Marathon nor any third party contractors it may engage shall be considered to be in a fiduciary, trustee or sponsor relationship with respect to such plan.

ARTICLE VII
Termination

7.1 Termination. This Agreement will terminate:

(a) Following written notice of material breach of this Agreement specifying the nature of the breach, given by the non-defaulting Party; provided, however, that the defaulting Party shall have thirty (30) days from the receipt of such notice in which to cure the material breach; or

(b) Following thirty (30) days' prior written notice of termination by either Party if the other Party appoints a custodian, liquidator, trustee or receiver, for a material portion of its assets; or if such other Party files a voluntary petition in U.S. bankruptcy court; or is generally not paying its debts as they become due or makes an assignment for the benefit of creditors; or bankruptcy, reorganization, or insolvency proceedings or other proceedings for relief under any bankruptcy or similar law for relief of debtors are instituted by or against such Party and are not dismissed within sixty (60) days; or

(c) For Failure to Launch. If Marathon is unable, due solely to delays on the part of Client, to initiate the Services contemplated herein by six months from the date of signature of the last Party to sign this Agreement, then Marathon may terminate this Agreement and Client will reimburse Marathon for all costs actually expended on behalf of Client. Client may retain all of the equipment and supplies and all other components of the business obtained using such costs.

(d) For Failure to Appropriate Funds. The Parties understand and acknowledge that Client is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). Client does not intend to violate the terms and requirements of TABOR by the execution of this Agreement. It is understood and agreed that this Agreement does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Agreement to the contrary, all payment obligations of Client are expressly dependent and conditioned upon the continuing availability of funds beyond the term of City's current fiscal period ending upon the next succeeding December 31. Financial obligations of Client payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of City, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

7.2 Consequences of Termination.

(a) In the event this Agreement is terminated by reason of a Party's default, the defaulting Party shall be liable for all direct costs, fees, expenses and damages and/or other amounts, including reasonable attorneys' fees, which the other Party may incur or sustain which are directly due to such default. In the event the Agreement is terminated due to Client's default, all fees required to be paid by Client during the Initial Term or Renewal Term in effect immediately prior to termination shall be due and payable upon termination; provided, however, that in the event of termination due to non-appropriation of funds, only the fees required to be paid by Client for the year in which termination occurs shall be due and payable upon termination, together with any direct costs, expenses and other amounts incurred by Marathon prior to such termination in connection with its performance under this Agreement and in connection with such termination. This obligation shall survive termination of the Agreement.

(b) Upon termination or expiration of the Agreement for any reason other than Client's default, Client shall remain liable for all fees and costs payable for services provided by Marathon through the effective date of termination and such liability shall survive the termination or expiration of this Agreement.

(c) Intentionally deleted.

(d) Marathon shall maintain Patients' health records beyond termination of this Agreement in accordance with applicable laws. In addition, upon termination of this Agreement, Marathon agrees to provide a one-time file transfer of all eligible health records in Consolidated Clinical Data Architecture (CCDA) format to any successor medical services provider at no additional charge. Should Client request the transfer of Patient health records in a format other than CCDA, Marathon's standard hourly rates for the professional services necessary to satisfy this request shall apply.

ARTICLE VIII
Confidentiality of Patient Records

8.1 Safeguard of Information. Marathon, its Care Providers and their agents will safeguard Patients' personal health information to ensure that the information is not improperly disclosed and to comply with the regulations promulgated by the United States Department of Health and Human Services, pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as the same may be amended from time to time (collectively the "HIPAA Regulations"), the Health Information Technology for Economic and Clinical Health (HITECH) Act, and other federal and state regulations governing the confidentiality of health information, including without limitation mental health, substance abuse and HIV-related information. Individual electronic medical record information is the property of Marathon, subject to each Patient's rights to their individual medical information.

8.2 Granting of Access. Marathon will afford access to Patient health records or personal and confidential information to other persons only as allowed, or required by law. Marathon shall not grant access to health records or other personal and confidential information to any individual or to Client except as provided in this Section 8.2.

8.3 Compliance Assistance. To the extent Marathon utilizes space provided by Client to provide services under this Agreement, Client shall reasonably cooperate with Marathon in complying with the requirements described in this Article VIII, including as related to the physical access to such space.

8.4 HIPAA. Marathon and Client acknowledge that each Party has certain obligations under the HIPAA, and the rules and regulations promulgated thereunder. To satisfy those obligations, the Parties agree to execute the Business Associate Addendum attached to this Agreement.

ARTICLE IX
Confidentiality of Business Information

9.1 Restriction of Use; Confidentiality. Each of the Parties agrees not to use Confidential Information (as defined below) for any purpose other than to fulfill its obligations under this Agreement. Each Party agrees to use commercially reasonable efforts to protect Confidential Information of the other party, and in any event, to take precautions at least as great as those it takes to protect its own most confidential information. Each Party agrees not to disclose any Confidential Information of the other Party to third parties; provided that each Party may disclose Confidential Information only to those of its directors, officers, employees, attorneys, accountants and consultants ("Representatives") who need to know the information and shall ensure that such Representatives who have access to Confidential Information of the other Party are subject to written confidentiality obligations similar to the provisions hereof, prior to any disclosure of Confidential Information to such Representative. Upon request of the other Party, each Party shall return or destroy all materials, in any medium, which contain, embody, reflect or reference all or any part of any Confidential Information of the other party.

9.2 Confidential Information. For purposes of this provision, the term "Confidential Information" shall mean any business practices, methods of doing business, or customer information, and shall also include without limitation software programs, technical information, patents, prototypes, samples, business apparatus, forms of reports, know-how, and other materials marked "confidential", or by the nature of the circumstances surrounding disclosure ought to in good faith to be treated as proprietary or confidential, whether the information is disclosed in writing or orally. Confidential Information shall not, however, include information that is governed by the confidentiality provisions of Article VIII, or any information which recipient can establish (i) was publicly known and made generally available in the public domain prior to the time of disclosure to recipient; (ii) becomes publicly known and made generally available after disclosure to recipient through no action or inaction of recipient or its affiliates; or (iii) is in the possession of recipient, without confidentiality restrictions, at the time of disclosure as shown by recipient's files and records immediately prior to the time of disclosure. Nothing in this Agreement shall be deemed to prohibit recipient from disclosing any Confidential Information that is (i) required by law (provided, however, that in the event of such requirement, prior to disclosing any Confidential Information, recipient will notify the disclosing Party of the scope and source of such legal requirements and shall give the disclosing Party the

opportunity to challenge the need to disclose and/or limit the scope of disclosed information) or (ii) pursuant to the written consent of the disclosing Party.

9.3 Injunctive Relief. Each Party acknowledges and agrees that monetary damages would be both incalculable and an insufficient remedy for any breach of this Article IX and that any such breach would cause either Party irreparable harm. Accordingly, each Party also agrees that, in the event of any breach or threatened breach of this Article IX, the disclosing Party, in addition to any other remedies at law or in equity it may have, shall be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance.

ARTICLE X
Proprietary Rights

10 Trademarks

(a) "Client Marks" means those trademarks of Client as Client may notify Marathon in writing to be "Client Marks" within the meaning of this Agreement. "Marathon Marks" means those trademarks of Marathon as Marathon may notify Client in writing to be "Marathon Marks" within the meaning of this Agreement. Client Marks and Marathon Marks are referred to herein, collectively, as "Marks."

(b) During the Term, Client hereby grants to Marathon a non-exclusive, non-transferable right to reproduce, publish, perform and display the Client Marks (i) to fulfill its obligations under this Agreement; (ii) on Marathon's website; and (iii) in connection with trade shows and marketing materials. Marathon will use all such Client Marks in accordance with any usage guidelines provided by Client to Marathon. To the extent that Client may reasonably object to the manner and means in which Marathon uses any of the Client Marks hereunder, Marathon will promptly take such action as may be reasonably required to address and remedy any such objection(s). In addition, Client grants Marathon the right to use the name of Client on all advertising and marketing by Marathon; such right shall survive the expiration or termination of the Term provided Marathon shall take commercially reasonable measures to promptly remove references to Client. At the reasonable request of Marathon, Client agrees to be a positive reference for prospective Marathon clients.

(c) During the Term, Marathon hereby grants to Client a non-exclusive, non-transferable right to reproduce, publish, perform and display the Marathon Marks (i) to fulfill its obligations under this Agreement; and (ii) in Client recruiting and benefit materials. Client will use all such Marathon Marks in accordance with any usage guidelines provided by Marathon to Client. To the extent that Marathon may reasonably object to the manner and means in which Client uses any of the Marathon Marks hereunder, Client will promptly take such action as may be reasonably required to address and remedy any such objection(s).

10.2.1 Care Provider Recruitment and Health Care Signage.

(a) Client expressly permits Marathon to use Client's name in advertisements to recruit Care Providers or other personnel dedicated for the Marathon Services.

(b) Client agrees to allow Marathon to use Marathon branded signage and will include the name "Marathon Health" in the name of the Client's Health Center(s) to improve Member awareness about services available at the Health Center.

10.3 Licenses.

(a) License to Access Services; Marathon Materials.

(i) To the extent a particular Marathon Service (e.g., Marathon's patient portal) is hosted by Marathon, Marathon hereby grants Client and/or the Members, as applicable, the right to access such service as described on Exhibit A commencing on the applicable Start Date.

(ii) "Marathon Materials" means the Marathon Marks and any text, graphical content, images, techniques, methods, designs, software, hardware, code, documentation or any improvement or upgrade thereto, that is used by or on behalf of Marathon to provide certain services to Client under this Agreement. As between the parties, Marathon retains all right, title and interest in and to the Marathon Materials and the Marathon Services (excluding the Client Marks and Client Materials).

(b) "Client Materials" means any proprietary materials provided by or on behalf of Client for use by Marathon in connection with the services provided hereunder including but not limited to text, graphical content and images. Client hereby grants to Marathon a nonexclusive right to use, reproduce, display and distribute the Client Materials solely to perform its obligations under this Agreement. As between the parties, Client retains all right, title and interest in and to the Client Marks and Client Materials.

(c) Except as explicitly set forth herein, no other rights, or licenses to trademarks, inventions, copyrights, or patents are implied or granted under this Agreement.

ARTICLE XI
Non-Solicitation

11.1 Non-Solicitation. Each Party agrees not to, directly or indirectly, solicit the services of and not to employ or engage (in any form, including, but not limited to, as an employee, independent contractor or as a consultant) any employee, independent contractor or consultant of the other Party who participates in any manner in the activities that are the subject of this Agreement during the Term and for a period of two (2) years thereafter. In the event that Client chooses to employ or engage an employee, independent or consultant of Marathon participating in the provision of the Marathon Services (the "Restricted Person"), Client agrees to pay to Marathon, as liquidated damages, a fee equal to two years of the Restricted Person's salary and 200% of the Restricted Person's bonus target for the year in which the Restricted Person is recruited by Client.

ARTICLE XII
Indemnification; Insurance and Liability

12.1 Indemnification. Marathon expressly agrees to, and shall, indemnify and hold harmless Client and any of its elected and appointed officials, officers, agents, or employees from any and all claims, damages, liability, or court awards, including costs and reasonable attorney fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, firm, partnership, or corporation, to the extent caused by the negligent acts, errors or omissions of Marathon or any of its employees, agents, partners, subcontractors, consultants, or others working on behalf of Marathon in performance of the Services under this Agreement. Nothing in this Section shall constitute an agreement by Marathon to indemnify or hold Client harmless for any omission or action by Client or any of its elected and appointed officials, officers, agents, or employees. By demanding this right to indemnification, Client in no way waives or limits its rights under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et. Seq.

12.2 Marathon Insurance. Marathon shall maintain and pay for the following insurance coverages during the Term of this Agreement:

(a) Medical malpractice liability coverage with limits of $5 million per claim and $5 million aggregate unless a different level of coverage is required to qualify under an applicable state medical malpractice statute and Marathon chooses to qualify under said statute, in which case Marathon will maintain the level of coverage required under said statute. If a Collaborating Physician or Care Provider, who is a contractor and not an employee of Marathon, performs work pursuant to this Agreement, Marathon shall require the Collaborating Physician or Care Provider to maintain the same medical malpractice liability coverage as Marathon.

(b) General liability coverage with limits of $5 million per claim and $5 million aggregate. The City of Littleton and South Suburban Parks and Recreation District shall each be named as additional insured to the general liability coverage.

(c) Umbrella/excess liability insurance covering professional and general liability with limits of $2 million per claim and $2 million aggregate.

(d) Cyber-liability coverage with limits of $5 million per claim and $5 million aggregate.

(e) Property and casualty coverage for its materials, equipment, furnishings, supplies, and all owned personal and/or business property and improvements located on Client's premises under the standard "Special Form" coverage to its full replacement cost, without depreciation, adjusted yearly.

(f) Workers' compensation and other statutory insurances as required.

Marathon shall ensure that its independent contractors and subcontractors maintain insurance coverage and limits customary and standard for their respective industries and the services they perform. When such endorsements are available, Marathon shall require its contractors and subcontractors to name the City of Littleton and South Suburban Parks and Recreation District as additional insured for applicable commercial general liability

policies in connection with the Services performed under this Agreement. Marathon shall provide to Client a Certificate of Insurance evidencing all required coverages before January 1, 2027.

12.3 Client Insurance. Client shall insure, and pay for the following insurance coverages during the term of this Agreement and all renewals thereof:

(a) General liability insurance covering Client's business operations on the premises in which the Marathon Services will be performed.

(b) Property and casualty coverage for all of Client's real and personal property to which Marathon and its employees are granted access or given use, to its full or depreciated value, at Client's option, to include, but not be limited to, insurance on space needed by Marathon for the performance of its obligations under this Agreement and all Client's infrastructure and improvements to such space.

(c) Other insurances typically maintained within Client's industry.

12.4 Waiver. Notwithstanding any other provisions of this Article XII, to the fullest extent allowable under all policies they hold and under law, Marathon and Client hereby mutually waive (1) all rights of subrogation against one another and their directors, officers, employees, agents and representatives, (2) all rights of indemnification, to the extent Liabilities are covered by insurance of the Party that otherwise would be indemnified under the Agreement and, (3) with regard to real or personal property, the waivers under (1) and (2) of this paragraph apply regardless of whether coverage is for the full replacement cost or a depreciated or lesser value.

12.5 Liability. In no event will either Party be liable to the other Party for indirect, incidental, consequential or punitive damages. Except as expressly set forth herein, the maximum liability of either Party to the other for any breach or violation of this Agreement shall not exceed an amount equal to the total fees payable under this Agreement during the eighteen (18) month period prior to the first date on which the liability arose. Notwithstanding the foregoing, any claim that is appropriately pursued under an applicable professional liability statute shall be pursued under said statute and not under this Agreement and shall be subject to the protections and limitations of said statute, including, without limitation, liability limits. Nothing in this Section limits or otherwise supersedes Client's obligations under Section 7.2(a).

ARTICLE XIII
Miscellaneous

13.1 Force Majeure. Neither Party shall be liable for failure or delay in performance due to any cause beyond the reasonable control of such Party (a "Force Majeure Event"); provided that such Party shall have (i) used its best efforts to avoid such Force Majeure Event and to minimize the impact of same on the other Party and (ii) rendered to the other Party prompt written notice thereof when first discovered, fully describing its probable effect and duration. The term "Force Majeure Event" shall include, but not be limited to, acts of God such as flood, tornado, hurricane or earthquake; war, rebellion, civil disturbances, fires, explosions, and riots; strikes or other labor disputes; or other similar occurrences. Force Majeure Event shall not include economic hardship or changes in market conditions.

13.2 Authority to Execute Agreement. Client and Marathon each hereby represent, warrant and covenant that: (a) it has the authority to enter into this Agreement and to perform its obligations hereunder; (b) the execution and performance of this Agreement does not and will not violate any bylaw, charter, regulation, law, or agreement to which such Party is bound; and (c) when executed and delivered, this Agreement will constitute a legal, valid and binding obligation of such Party, enforceable in accordance with its terms.

13.3 Entire Agreement. The Parties acknowledge that this Agreement, including any Exhibits, service orders, statements of work and amendments that are attached hereto and incorporated herein by reference, represents the entire agreement and understanding of the Parties with reference to the subject matter of this Agreement. Each Party acknowledges that no other promises, representations or agreements, whether written or verbal, have been made by the other Party, its agents, employees or legal representatives as an inducement for the execution of this Agreement. As of the Effective Date, this Agreement supersedes all prior understandings and agreements of the Parties, written or oral, with respect to the subject matter covered herein.

13.4 Notices. All notices to be delivered under this Agreement shall be in writing and shall be delivered by hand or deposited in the United States mail, first-class, registered or certified mail, postage prepaid, or nationally recognized overnight courier service (e.g. UPS/FedEx), to the following addresses:

To Client:	City of Littleton 2255 W. Berry Avenue Littleton, Colorado 80120 (303) 795-3700 Attn: (Erin Tricamo, Total Rewards Manager)
To Marathon:	Marathon Health, LLC 866-500-4135 Attn: Chris Pricco, CEO
Via USPS:	P.O. Box 1433 Portsmouth, NH 03802
Via UPS/FedEx:	10 W. Market St., Ste. 2900 Indianapolis, IN 46204
with a copy to:	Marathon Health, LLC legal@marathon.health Attn: General Counsel

13.5 Severability. If any provision of this Agreement is determined to be unenforceable or invalid, such determination will not affect the validity of the other provisions contained in this Agreement.

13.6 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, without application of principles of conflicts of laws. Any

dispute arising out of this agreement shall be resolved exclusively by the courts located in Arapahoe County, Colorado.

13.7 Amendment. This Agreement may be amended by Client and Marathon only by a writing duly executed by an authorized signatory of Marathon and Client. This requirement is not intended to preclude the Parties from making decisions regarding day to day operations.

13.8 Assignment. Neither party may assign this Agreement or any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party, not to be unreasonably withheld. Notwithstanding the foregoing, either party may assign this Agreement, without the other party's consent, to any purchaser of all or substantially all of such party's assets or to any successor by way of merger, consolidation or similar transaction. Subject to the foregoing, this Agreement will be binding upon, enforceable by, and inure to the benefit of the parties and their respective successors and assigns.

13.9 Third Party Beneficiaries. Nothing contained herein shall be construed to confer any benefit on persons who are not Parties to this Agreement.

13.10 Waiver. A failure or delay of either party to this Agreement to enforce at any time any provision of this Agreement, or to exercise any option which is herein provided, shall in no way be construed to be a waiver of such provision and shall not excuse the other Party's performance of such, nor affect any rights at a later time to enforce the provision.

13.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13.12 Prohibited Terms. Any term included in this Agreement that requires the City to indemnify or hold Contractor harmless; requires the City to keep any information confidential that is required to be released by any law (notably the Colorado Open Records Act, §24-72-200.1 et seq); requires the City to agree to binding arbitration; limits the Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Any additional terms and conditions on any quote, invoice, statement, Contractor time sheet, website, electronic license or any other form, shall be void and unenforceable except to the extent that they are specifically included in this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement effective as of the Effective Date.

MARATHON HEALTH, LLC

Signed: _____
Name: Chad Ashcraft
Title: Chief Growth Officer
Date: _____

CITY OF LITTLETON, COLORADO

_____
Kyle Schlachter
MAYOR

ATTEST

_____
Colleen Norton
CITY CLERK

APPROVED AS TO FORM:

_____
Reid Betzing
CITY ATTORNEY

Marathon Health

EXHIBIT A
Advanced Primary Care Services and Support Services

I. Advanced Primary Care Services:

Commencing on the applicable Start Date, Marathon shall provide the following Advanced Primary Care Services to Patients:

Primary & Urgent Care	Description
Acute Care Ages 2+	Treatment of minor acute illnesses for Patients ages 2+, including respiratory infections, urinary tract infections, skin infections, wounds or similar illnesses that are episodic in nature and short in duration. Adult acute care is available via telephonic and video channels, in addition to in-person care. The health services do not include emergency medical services and the Care Providers will follow Marathon's Emergency Response Care Policy attached as Exhibit F.
Medical Procedures	To the extent that the procedure is within a Care Provider's scope of practice, various medical procedures that can be done during a Care Provider visit in a Health Center, including pap smear, shave biopsy, simple laceration repair with dermabond/adhesive strips, ear irrigation, skin tag removal, and cryotherapy.
Annual Preventive Visits/Physical Exams 12+	Annual preventive physical examinations including well child checks (12+) with the ordering (or referral) of age-appropriate screenings (e.g., mammography, colonoscopy, and bone density screenings), labs and immunizations. Includes sports/camp physicals for Patients age 5+ but does not include well child exams for ages 5 through 11.
Workplace Injury Triage	OSHA first aid care for minor work injuries to the extent appropriate within the medical judgment of the Care Provider. When necessary, Patients will be redirected to an appropriate facility for continued treatment. Workplace injury services beyond OSHA first aid treatment are not included unless expressly indicated in this Exhibit A. OSHA first aid treatment may include: · Using a non-prescription medication at nonprescription strength · Administering tetanus immunizations · Cleaning, flushing or soaking wounds on the surface of the skin · Using wound coverings such as bandages, gauze pads, etc.
Patient Support: FMLA, first treatment of injury and disability forms	Care Providers can complete FMLA, first treatment of injury and disability forms on behalf of patients when the Care Provider is the medically appropriate resource to fill out the form.
Depression & Anxiety Screening	Screening services for depression and anxiety at annual visits or when deemed necessary by the Care Provider. If necessary, Care Provider will provide follow up care or refer the patient to additional resources as needed.

Collaborating Physician	Collaborating physician to mentor the nurse practitioner and physician providers in accordance with applicable state law.
eVisits	A digital care service through which a Patient submits a symptom questionnaire via Marathon Health's secure online portal for a Care Provider to review, diagnose, and address. eVisits are intended for low-acuity, non-emergent conditions suitable for evaluation through this format. If a Care Provider determines a Patient's condition is not appropriate for an eVisit, the Patient will be directed to a more clinically appropriate care setting or service. eVisits are currently available during regular business hours. eVisits are available only where permitted by applicable law.
After-Hours Nurse Triage	After-hours nurse triage support for Patients. Patients may contact a nurse after Health Center hours with any acute care concerns. The after-hours nurse will refer the Patients to the most appropriate care for the concerns identified in the call (ER, Urgent Care or next day appointment).
Value Driven Referrals	Marathon will provide value driven referrals to Patients. Marathon's referral team will conduct same or next-day outreach and work with the Patient to select a referral provider, share records and schedule appointments. Marathon will provide reporting to Client regarding referral volume, loop closure rate, procedure cost saving estimates and specialty visit quality scores.
Specialty Care Consultation	Marathon's Care Providers will have access to virtual consultations with third-party medical specialists for consultation on conditions where the opinion of a specialized medical provider is clinically appropriate. If appropriate, the Care Providers will work with the specialists to create care plans guided by the specialist medical consultants.
Patient Support Call Center	Centralized patient support call center for Patient appointment scheduling, responding to questions, incentive information, service escalations and other patient support during regular Health Center operating hours.
Outreach Materials	Marathon will provide co-branded outreach and educational materials in English and Spanish.

Lab & Pharmacy	Description
Immunizations	Immunizations including: influenza, Tdap, Hep A (pediatrics & adult), Hep B, pneumonia, Meningococcal conjugate/Men-ACWY, HPV-9 (age 12+), recombinant zoster vaccine (age 50+), COVID-19 vaccine.

Injections	Injections ordered by a Care Provider during a patient visit from Marathon's standard set can be administered in the Health Center. The Health Center may also order long-acting reversible contraceptives such as IUDs and implants as needed.
Labs (External and Internal Orders)	Care Providers may order and conduct lab draws for labs on Marathon's approved formulary, which consists of over 200 approved labs. Care Providers can also conduct lab draws at the Health Center for labs ordered by external providers. The labs must be on the Marathon formulary list and can only be performed with the consent of the Patient. Marathon will ONLY perform the service as a collection site and will not give the Patient results or additional information. Results and additional information must be provided by the external provider requesting the labs. Marathon will keep a copy of the lab results in the Patient's health record for any future reference.
Medication Dispensing/Home Delivery	Where legally permitted, Marathon will stock a formulary of commonly prescribed generic medications, which Care Providers may dispense to Patients on-site. Marathon and Client may mutually agree to stock non-standard medications at the Health Center. Care Providers may also order medication for home delivery.
Purified Protein Derivative (PPD) Test	Administration of the purified protein derivative (PPD) skin test to determine if a patient has tuberculosis.

Integrated Wellness	Description
Self-Assessment Tools	Access to a Health Risk Assessment (HRA) as well as other tools made available via the online portal. Patients can log into the portal to complete the HRA and receive a health summary which is then pushed to Marathon's electronic health records system. Client can choose to turn the HRA on or off depending on their needs.
Health Programs	Various health programs (e.g. educational sessions, multi-session courses, lunch and learns, and/or webinars) will be made available either on-demand via the Member portal or as a live virtual event.
Annual Biometric Screening Events – Outside Health Center	At the request of Client and for an additional cost, Marathon will arrange for mass biometric screening events for Members designated as "Local" to Health Centers. A minimum of 50 participants per event is required. If applicable, Marathon will contract and help coordinate these events with a third party vendor to provide these services at a suitable location specified by Client. Terms to be mutually agreed in a service order.
Flu Shot Events	At the request of Client and for an additional cost, Marathon will arrange for mass flu shot events for Members designated as "Local" to Health Centers. A minimum of 50 participants per event is

	required. If applicable, Marathon will contract and help coordinate these events with a third party vendor to provide these services at a suitable location specified by Client. Terms to be mutually agreed in a service order.

Condition Management	Description
Condition Management 12+	Treatment of adults and children 12+ for chronic disease management inclusive of diagnosis, periodic evaluation, ongoing management and coaching, lifestyle management/education, prescription medications and laboratory monitoring.
Diabetes Durable Medical Equipment	Durable medical equipment used for diabetic patients (strips, lancets and meters) kept in stock and provided at the Health Center.

Incentive Programs	Description
Incentive Program Management	Marathon will administer Client's incentive program at Client's request. Marathon allows Clients to tailor incentive programs based on standard packages. Incentive programming and available functionality will be tailored based on Client size, which may be adjusted annually by Marathon based on the number of Members eligible to participate in Client's incentive programs. Based on anticipated number of Members, Client is currently eligible for the incentive package available to standard-sized clients. In addition to Marathon's standard incentive programming functionality, Client has purchased the following added services: Standard Package.

II. Support Services:

Marathon will provide the following administrative and information technology services in support of the Health Services to be provided under this Agreement:

Ignite Technology Platform	Description
Health Engagement System Technology Platform	• Marathon patient portal and mobile application that include self-service scheduling and online appointment management, secure messaging with a patient's care team, electronic medication refill requests, access to a personalized health record (PHR), risk profile, wellness logs, and incentive management. • Ability to conduct acute care and health coaching (if applicable) telephonically and over video interface, accessible from the patient portal and mobile application (subject to applicable state laws) • Electronic Health Record • Ability to import encounter data from carrier to provide historical patient encounter information

	• Integrated technologies supporting patient education and clinical workflow (e.g., clinical decision support, medication dispensing)
Medical Claims Submission	Solely for the purpose of meeting the performance guarantees set forth in Exhibit D-1, Marathon will submit available claims experience to one (1) Claims Processor for up to four (4) health plans through its electronic health record system in Marathon's standard submission format, subject to provision of required data elements (e.g. eligibility by plan and unique patient identifier). Additional costs may apply for custom submissions or submission to additional Claims Processors or to additional health plans. For the avoidance of doubt, Marathon shall not seek compensation, repayment, reimbursement, or any monetary value from Client's Claims Processor or any health plan administered by Client's Claims Processor.
Client Reporting Dashboard	Upon the launch of this anticipated service, Marathon will grant a revocable license to up to two (2) users designated by Client to access Marathon's reporting dashboard. The reporting dashboard allows users to view, interact with and analyze Client data.

Account Management and Advisory Services	**Description**
One Point of Contact	As assigned account manager provides one point of contact for triaging issues that may be handled by Marathon's team of analysts, Care Providers, communications resources and others to ensure any issues are identified and addressed quickly.
Reports	Marathon will deliver the reports described in Exhibit E.
Annual Reviews	The account manager will provide annual reviews of the Health Services, incorporating Client-specific key performance metrics from the previous year, as well as a strategic plan for the next year.
Engagement Planning	The account manager will provide an annual engagement plan for the promotion of the Health Services.
Engagement Language Support	Marathon's standard engagement and outreach materials will be provided in English and Spanish.

EXHIBIT B
Staffing; Availability

I. **Littleton, CO.** Commencing on January 6, 2027 ("Start Date") and continuing through the end of the Term, Marathon shall provide the Health Services at Littleton, CO to Patients identified as "Local" in the Eligibility File.

(A) Marathon will provide the Health Services for 19 hours per week, with the weekly operating schedule to be mutually agreed upon by the Parties.

In addition to in-person care, Patients located within the state where this Health Center is located will have the option to schedule appointments for virtual care services via Marathon's patient portal or by contacting the Health Center. Appointments for virtual care are subject to Care Provider availability during Health Center hours.

(B) As of the Start Date, the initial staffing of the Health Center will be:

Staffing*	FTE
Physicians	0.225
Nurse Practitioners/Physician Assistants	0.25
Medical Assistants	0.6

*The Marathon staffing model also assumes that each mid-level practitioner will have a Collaborating Physician who provides medical supervision, consultation, chart review, and quality assurance activities in accordance with state law.

II. **Additional Terms.**

(A) The above Start Date assumes: (i) this Agreement will be executed on or before November 1, 2026; and (ii) a production-ready Eligibility File is delivered to Marathon in accordance with the time frames specified in Section 6.6 above. Marathon reserves the right to reasonably delay the Start Date to allow sufficient time for implementation if the foregoing conditions are not satisfied.

(B) Each Health Center shall be closed for Marathon's company-wide holidays. Marathon currently observes the following eight (8) holidays: New Year's Day; Memorial Day, Fourth of after July, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day. If any of these holidays falls on a Saturday, the Health Center will be closed on the preceding Friday, and if they fall on a Sunday, the Health Center will be closed on the following Monday. In the event Client wishes the Health Center to remain open during one of these holidays, additional charges will apply.

(C) Marathon shall provide temporary staff coverage only for primary care provider absences (MDs, PAs and NPs) for normal vacation time when Patient care cannot be covered by other Care Providers at the Health Center or virtually. Appointment

schedules for other Care Providers will be adjusted to accommodate their absences for normal vacation time.

(D) In the event of an unexpected Care Provider absence (e.g., sickness or personal emergency), the Health Center shall remain open and services shall continue, to the extent possible, by other qualified providers, either in in-person or virtually. Up to five (5) days of such unexpected absences that result in no primary care services being available to the Patients either in-person or virtually shall be allowed per year, per Health Center. If primary care services are unavailable in-person or virtually for more than five (5) days per year through any Health Center, then as Client's sole and exclusive remedy for such lack of availability, Marathon will provide a fee credit commensurate with the number of days (greater than 5) that primary care services are unavailable.

Marathon Health

EXHIBIT C
Implementation Services

Commencing on the Effective Date and continuing through the Start Date(s) indicated in Exhibit B (the "Implementation Period"), Marathon shall provide the following Implementation Services to Client:

Standard Implementation Package	Deliverables (exact media to be determined)
Kick Off Implementation Meeting	Initial Implementation Team meeting to start the implementation process. This conference call will include all Marathon and Client implementation team members to provide the foundation and expectations for the implementation process.
Recruitment of Clinical Team	Marathon is responsible for recruiting all Care Provider positions.
Clinical Coverage Plan	Marathon will establish and provide a coverage plan for clinical staff absences.
Clinical Training	Marathon will provide initial implementation training for all Care Providers during onboarding and onsite at the Health Center during the go-live week.
Communication Services	Marathon will provide its standard set of outreach and marketing collateral promoting the Health Services prior to launch of services.
Information Systems:	
-IT Equipment	Marathon will provide computers for each clinical team staff member, printers, copiers, phones and iPads.
-IT Set Up	Marathon to provide IT staff for set up for up to 2 days at the Health Center prior to scheduled go live date.
Project Management	
-Project Manager Client site visits	Marathon's implementation teammates will provide up to 3 onsite visits during the implementation process.
-Bi-weekly Implementation Calls	Marathon will conduct bi-weekly implementation calls with the implementation team/Client project manager during implementation process.
Health Center Set Up	
-Decor	Marathon will provide branded decor throughout Health Center.
-Medical Furniture	Marathon will provide exam table(s) and rolling workstation(s) for 4 exam rooms, phlebotomy chair and medical stool(s).
-Supplies & Maintenance	Marathon will provide office and medical supplies (excluding prescribed medications and

	vaccines) at its expense. Marathon will also provide medical waste management.

Marathon Health

EXHIBIT D
Fees and Payment Schedule

I. Summary of Fees

In consideration of the Marathon Services, Client will pay the fees summarized below, subject to the additional terms and conditions set forth in this Exhibit.

(i) Implementation Fee

The Implementation Fee is amortized over the length of the Initial Term and included within the Recurring Service Fees set forth in the Fee Table below. Marathon's total Implementation Fee shall not exceed SIXTY-FIVE THOUSAND ONE HUNDRED TWENTY DOLLARS ($65,120.00).

(ii) Recurring Service Fees

Recurring Service Fees payable under this Agreement shall be as follows:

Contract Year	Monthly Fee	Annual Fee
Year 1	$33,852.00	$406,224.00
Year 2	$35,162.67	$421,952.08
Year 3	$36,525.76	$438,309.16
Year 4	$37,943.38	$455,320.60
Year 5	$39,417.70	$473,012.44

The table set forth above shall be referred to herein as the "Fee Table".

II. Terms and Conditions

(i) Implementation Fee: The implementation fee set forth above (the "Implementation Fee") is payable for the Implementation Services described in Exhibit C. The Implementation Fee will be invoiced on or after the Effective Date and will be payable in accordance with the terms of Section 4.1.

(ii) Annual Fee:

a. Marathon will provide the Health Services as detailed on Exhibit A at the Health Center for the base annual fee set forth in the Fee Table (the "Annual Fee").

b. The Annual Fee is payable in the monthly installments set forth in the Fee Table (the "Monthly Fee") and will be billed for each calendar month that the Health Services are available, with the first month's payment pro-rated if the Start Date occurs after the first day of the month. The Annual Fee is payable in accordance with the terms of Section 4.1.

c. The Annual Fees set forth above have been determined based on Marathon's commercially reasonable estimate of wages required to recruit qualified Care Providers in connection with the timely opening of the Health Center(s). If Marathon is required to offer wages that are greater than 10% of its commercially reasonable estimate in order to attract qualified candidates, Marathon and Client agree they will amend this Agreement to provide for an increase to the Annual Fee reflecting Marathon's increased wage and benefit costs.

(iii) Fees for Optional Services. The Optional Services are included in the Annual Fee set forth above. Optional Services may be subject to separate charges for equipment, supplies and third-party vendor services; any such charges are described in the Exhibit describing the Optional Service.

(iv) Incentive Management Fee. Marathon's standard incentive management services are included in the Annual Fee for up to 110% of the Member population shown on the initial Eligibility File. Incentive management services may be subject to additional charges if the Member population shown on the first Eligibility File provided to Marathon increases by more than 10%. Marathon's standard incentive management services do not include the verification and processing of forms evidencing preventive or wellness visits by third-party providers; if elected by Client, this service is subject to an additional charge.

(v) Timing of Invoicing. Marathon will submit its initial invoice on or after the Start Date, with such invoice to include fees payable beginning on the Start Date through the first full month to occur after the Start Date. The Monthly Fee for any part-month during which Marathon provides the Health Services will be pro-rated. Thereafter, Marathon will invoice monthly.

(vi) Scheduled Annual Fee Adjustment. On each Anniversary Date (or, if there are multiple Start Dates, the Anniversary Date of the earliest Start Date), the Recurring Service Fees set forth above shall automatically increase by **4%** over the then-current fees. The Fee Table above incorporates the annual increases applicable to the Initial Term.

(vii) Laboratory and Pharmaceutical Charges. Laboratory and pharmaceutical charges are not included in the Annual Fee and will be invoiced to Client at Marathon's cost.

(viii) Travel. Travel costs for Health Center staff and health screeners to visit Patients outside of the Health Center will be invoiced separately. Any such travel must be pre-approved by Client and costs will be permitted only in accordance with Marathon's travel policy.

(ix) Postage. All postage for Member communications will be invoiced to Client at cost.

(x) Translation Services. Costs for the translation of engagement and outreach materials in language not otherwise included as part of Marathon's standard scope (as specified in Exhibit A) will be invoiced to Client at Marathon's cost.

(xi) Other Fees; Custom Services. Marathon's monthly invoices will include charges for any mutually agreed professional services outside of Marathon's standard scope, including any service enhancements or Client special requests.

(xii) Network Access. Network access to Marathon's national network is included within the fixed fee set forth in the Fee Table so long as Member engagement in the network does not exceed ten percent (10%). The ten percent (10%) threshold shall be measured starting on the Effective Date of the Agreement and shall run for six (6) months. Each subsequent six months, Marathon shall reset and recalculate the Client's participation level. If Member engagement in the network exceeds ten percent (10%), the Parties will negotiate in good faith to determine updated terms, including any additional fees, applicable to such excess network engagement.

(xiii) Credit. Client will receive a credit in the aggregate amount of $10,000 over the five (5)-year Initial Term (the "Credit"). Client may apply the Credit toward the following categories of expenses: technology files, technology contractor fees, communications, printing and/or mailing expenses, audits, and/or actuarial review of cost savings. Any unused portion of the Credit will expire upon the expiration or termination of the Initial Term and is not payable to Client in cash.

III. PERFORMANCE GUARANTEES

Subject to Client's satisfaction of the client requirements set forth in Exhibit D-1, up to five percent (5%) of the aggregate Recurring Service Fees remitted by Client ("At-Risk Amount") for each 12-month period ending on each Anniversary Date are at risk and subject to Marathon's performance guarantees.

Marathon Health

EXHIBIT D-1

Performance Guarantees

At-Risk Amount. Marathon provides performance guarantees based on achievement of key performance metrics covering the optimization of healthcare delivery and overall health of a population. Subject to Client's satisfaction of the client requirements set forth in this Exhibit D-1, up to five percent (5%) of the aggregate Annual Fees remitted by Client ("At-Risk Amount") for each 12-month period preceding the first through fifth Anniversary Dates, for a total of five years ("Year 1", "Year 2", "Year 3", "Year 4" and "Year 5" respectively, or each, a "Year") will be "at-risk".

If a performance metric is not met, Marathon will issue an invoice credit up to the At-Risk Amount to Client, allocated as indicated for each year:

	At-Risk Amount - Percentage of Annual Fee				
	Year 1	**Year 2**	**Year 3**	**Year 4**	**Year 5**
Member Engagement	1.65%	1.65%	1.65%	1.65%	1.65%
Member Experience	1.70%	1.70%	1.70%	1.70%	1.70%
Clinical Quality	1.65%	1.65%	1.65%	1.65%	1.65%
Total At-Risk	**5%**	**5%**	**5%**	**5%**	**5%**

MEMBER ENGAGEMENT

Marathon's Performance

Following each of Year 1, Year 2, Year 3, Year 4 and Year 5, Marathon will calculate the Member Engagement targets set forth in the table below as indicated in the table.

Category	Definitions	Measurement	Target
Patient Engagement with Provider	Percentage of unique adult eligible Members with a visit at Marathon in the reporting period who have completed a visit with a Provider (physician, advanced practitioner, physical therapist, behavioral health specialist).	**Numerator:** unique adult patients with a visit with a Provider. **Denominator:** unique adult eligible Members with a visit at Marathon during the reporting period.	76% (Years 1–5)
Comprehensive Physical Exam	Percentage of unique adult eligible Members with a visit at Marathon during the reporting	**Numerator:** unique adult patients who have completed a comprehensive annual exam.	Year 1: 30% Year 2: 32.5% Year 3: 35%

	period who have completed a comprehensive annual exam.	**Denominator:** unique adult eligible Members with a visit at Marathon during the reporting period.	Year 4: 37.5% Year 5: 40%

Fee Credits

As set forth above, the total At-Risk Amount allocated to Member Engagement is 1.65% of the Annual Fee in each Year (0.825% for each of the two Member Engagement metrics). Client will receive a credit equal to 0.825% of the Annual Fee for each Member Engagement target it does not achieve in a given Year.

MEMBER EXPERIENCE

Marathon's Performance

Following each of Year 1, Year 2, Year 3, Year 4 and Year 5, Marathon will calculate the Member Experience targets set forth in the table below as indicated in the table.

Category	Definitions	Measurement	Target
Net Promoter Score (NPS)	Survey respondents on a scale of 0-10 answering the question – how likely is it that you would recommend Marathon Health to your friends, family or business associates	NPS calculation – minimum sample size of 50 responses	65

Fee Credits

As set forth above, the total At-Risk Amount allocated to Member Experience is 1.70% of the Annual Fee in each Year. Client will receive a credit equal to 1.70% of the Annual Fee if Marathon does not achieve the Member Experience target in a given Year.

CLINICAL QUALITY

Marathon's Performance

Marathon will calculate the measurements indicated in the table below for Patients with at least 6 months of eligibility during the applicable calendar year who have had at least one preventive visit with a Care Provider during such period. The minimum sample size for inclusion of a metric is 50 Patients. In the event one or more metrics are not calculated due to insufficient sample size, the At-Risk Amount allocated to Clinical Quality will be divided by the remaining number of metrics to determine the amount creditable to Client in the event a target is not achieved.

Category	Metric	Guidelines	Measurement	Target (Years 1–5)
Cancer	**Breast Cancer Screening (Mammogram)**	Adult Preventive Care Guidelines	Measure identifies women 40 through 74 years of age during the reporting period who had a mammogram to screen for breast cancer within the past 24 months, with a 3-month grace period.	72%
Cancer	**Colorectal Cancer Screening**	Adult Preventive Care Guidelines	Measure identifies patients 45 through 75 years of age who received a colorectal cancer screening; look-back period varies with test type.	65%
Circulatory	**Controlling High Blood Pressure**	Hypertension Guidelines	Assesses adults 18–85 years of age who had a diagnosis of hypertension and whose blood pressure was adequately controlled (<140/90 mm Hg).	83%
Diabetes	**Nephropathy Screening**	Diabetes Guidelines	Measure identifies patients 18 years of age or older with diabetes who have been screened for nephropathy.	85%
Diabetes	**HbA1c Control <8%**	Diabetes Guidelines	Measure identifies patients 18 years of age or older with diabetes whose most recent hemoglobin A1c value is less than 8%.	77%
Diabetes	**Lipid Profile Screening in Diabetes**	Diabetes Guidelines	Measure identifies patients satisfying any of the following: patients 18+ with diabetes who had an active statin medication with a lipid profile lab result in the past 12 months; patients 18 to 40 with diabetes who had a lipid profile lab result in the past 5 years; or patients 41+ with diabetes who had a lipid profile lab result anytime in their history.	50%

Marathon may update guidelines within the clinical areas above to remain current with evolving care standards.

Fee Credits

As set forth above, the total At-Risk Amount allocated to Clinical Quality is 1.65% of the Annual Fee in each Year (0.275% for each of the six Clinical Quality metrics). Client will receive a credit equal to 0.275% of the Annual Fee for each Clinical Quality target it does not achieve in a given Year.

CLIENT REQUIREMENTS

Notwithstanding the above, if the following requirements are not met during a given year, then no fee credit will be due to the Client for such year:

1. To be eligible for any Performance Guarantee:

    a. Client must utilize Marathon branded or co-branded material in the development and execution of Member communications, to the extent provided by Marathon. Client will adopt Marathon's outreach and communications strategies to support Member engagement at launch and throughout the Term.

    b. Client must provide Marathon Health with eligibility files as outlined in Section 6.6. Client must provide at least one of the following for at least 90% of employee population: home mailing address, email address, or phone number.

    c. A minimum of 50 Patients must be captured for a given metric in order for that metric's performance guarantee to apply.

2. To be eligible for the Member Engagement and Clinical Quality performance guarantees, a minimum of 40% of the eligible employee population must participate in a biometric screening or obtain an annual physical during each contract year. If an outside vendor is utilized for biometric screening, Client will ensure that the patient data is provided to Marathon. A minimum of 40% of the eligible employee/union member population must also register with the Marathon member portal within each contract year.

3. To be eligible for the Member Engagement and Member Experience guarantees, if Client requires high Health Center fees (>$50 per visit), limits employee access to the Health Center during work hours, locates the Health Center in a difficult to access location, or has other significant restrictions on Health Center use, then a minimum of 50% of the eligible employee/union member population must have at least one provider visit in the Health Center during each contract year.

4. To be eligible for the Clinical Quality guarantee, the medical claims, pharmacy claims and health plan eligibility data referred to in Section 6.6 and Section 6.7 of the Agreement must be received as scheduled during the Term, as well as for the 24 months prior to the availability of Health Services to the population.

EXHIBIT E
Reports

1. Periodic Reporting

The periodic reports described below will be provided by Marathon and are included in the cost of services. All reports will include aggregated, de-identified data in compliance with applicable state and federal privacy laws. To the extent required by such laws, the content of certain reports may be limited, as determined by Marathon. In addition, certain Client-level data may not be provided by Marathon if the number of individuals enrolled increases the risk of individual identification of patients.

a. Monthly Reports

- Monthly reports detailing the following:
    - Engagement Trends demonstrating engagement over time and compared to prior period including usage by member type, location, risk level, service type, in-person vs. virtual, etc.
    - Health Center Utilization
        - Appointment detail report demonstrating the number of visits, type of visits and length of visits
        - Lab utilization report demonstrating the type, number and cost of laboratory services provided in the Health Center
        - Drug and immunization utilization report demonstrating the type, number and cost of drugs dispensed at the Health Center
        - Operational stats such as unfulfilled care rate, no-shows, volume by day and hour
- Biometric and Condition Risk Stratification and improvement in biometric results
- Member Satisfaction and Comments including NPS, wait-time, quality etc.

b. Annual Reports

- Annualized view of monthly reporting
- Cost savings reporting (contingent on Client sharing medical and pharmacy claims data appropriate to the size of Client)
- Performance guarantee reconciliation (annual or as applicable)
- Health improvement including reporting on clinical quality measures to demonstrate clinical marker movement across key areas of healthcare
- Top lab visit types and volume

2. Additional Reporting

From time to time, Marathon may include certain additional reporting on return on investment or benchmarking reports in its standard reporting package. Availability of such reports depends on Client's provision of medical and pharmacy claims data not subject to restrictions on use in benchmarking or other comparative purposes.

3. Data Extracts

Upon Client request and subject to the execution of data sharing agreement by Client's vendor, Marathon will provide its standard extract file (which includes, but is not limited to, Demographics, Biometrics, Appointments, Diagnosis, Drugs, Labs, Lab Results and Incentives) to one (1) third-party vendor designated by Client. Client will encourage its third party vendor to use Marathon's form of data sharing agreement to facilitate timely implementation of this request. Marathon's standard extracts are available on a monthly basis in a generally accepted format to allow for the integration with claims data.

4. Custom Reporting

Marathon will provide additional customized reports if requested by Client and agreed upon by Marathon. Custom reporting requests are subject to an additional charge based on Marathon's standard rates for professional services.

Marathon Health

EXHIBIT F

Marathon Emergency Response Care Policy

A Medical Emergency Taking Place Outside the Health Center

If the Health Center or its Care Providers are contacted about a medical emergency that is taking place outside the health center, then the Care Providers should respond as follows:

Step 1. Confirm that 911 has been called by Client.
Step 2. Confirm that Client-designated first responders, if any, have been notified.

It is the Care Provider's decision to make whether they respond to the scene of the medical emergency as a Good Samaritan to assist any first responders until an ambulance and/or paramedics arrive.

Inside the Health Center

If a Patient appears at the Health Center with symptoms that are best evaluated in an emergency room (for example, chest pain or difficulty breathing, seizures, weakness/numbness on one side, slurred speech, fainting/change in mental state, serious burns, head or eye injury, concussions/confusion, etc.), then Care Providers should immediately call 911 and provide Basic Life Support ("BLS") as appropriate until an ambulance and/or paramedics arrive.

Health Center Care Providers may need to triage emergent situations that develop during a Patient visit. If a medical emergency evolves, then Health Center providers are expected to call 911 and provide BLS as appropriate until an ambulance and/or paramedics arrive.

Marathon Health

Standard Inbound Eligibility File

File Specification and Requirements

Document	Standard Inbound Eligibility File
Version	8.0
Purpose	To provide the details for Marathon Health's standard inbound eligibility file.
Contents	Summary and Purpose • File Specification • File Naming Convention • File Transmission / Other • Eligibility File

Summary and Purpose

The Marathon Health Data Integration team's primary function is to import patient eligibility information into our portal and EMR for use by our clinical professionals. This data creates, updates, or terminates patient records and populates our patient portal with demographic information. The quality, completeness, and frequency of the data we receive can have a significant impact on our ability to deliver quality healthcare.

This document is a comprehensive resource for partners that provide eligibility data to Marathon Health for import into our EMR. Requirements for the file layout, naming convention, and transfer are included below. Changes to the layout may be considered custom, and additional fees may apply.

Marathon Health Standard Eligibility File Definition 8.0

Load Layout Specification

All files should be delivered in UTF-8 PSV (pipe-delimited) format. "Required" indicates that a record will not be processed without this field populated; such records are returned to the client for correction. Certain other combinations of fields can also cause a record to be rejected and returned to the client (for example, multiple people with the same unique_identifier).

Preferred file format: .psv (.csv will be accepted; .xlsx will not be accepted).

Filename convention: Client_Vendor_Eligibility_YYYYMMDD

Required fields are highlighted orange.

Highly desired or contingent fields are highlighted yellow.

Column	Field Name / Header	Field Description	Data Type	Max. Length	Required?	Comments
1	**First Name**	First name of participant	String	50	X	Required
2	**Middle Name**	Middle name of participant	String	50		
3	**Last Name**	Last name of participant	String	50	X	Required
4	**Name Suffix**	Name suffix, such as Jr.	String	10		
5	**Gender**	Participant's gender	String (M, F, U, O)	1	X	Required
6	**Birth Date**	Participant's date of birth	Date	YYYY-MM-DD	X	Required
7	**Email**	Participant's email address	String	255	X	Required. Provide a unique email for each member where available. Email addresses cannot be duplicated across members - records with a duplicate email will not pass.
8	**SSN of Participant**	Social Security Number of participant	String	9	X	Required. SSN cannot be duplicated. If there are two records with the same SSN, the record will not pass (e.g., an employee who is also the spouse of another employee). Only one record can be received.
9	**Service**	Service(s) the participant is eligible for	String	100		The specific service this member is eligible for. If left NULL, the eligibility is assumed to be "Clinic."
10	**Relation**	Designation for family members	String	25	X	Required. The member's relation to the client. Valid values (see Relation Types at the end of this document): Employee, COBRA, On Leave, Retiree, Contractor, Spouse, Dependent, Child, Domestic Partner, Employee/Dependent, Employee/Spouse, Same Sex Partner.
11	**Eligible Date**	Date the member is eligible for the current Health Plan, Location, Relation, or Other. This may change during the year as updates are made.	Date	YYYY-MM-DD		Date the member is eligible for the current Health Plan, Location, Relation, or Other. In many cases this is NOT the hire date. If Health Plan, Location, Relation, or Other changes for the user, this date should also change to reflect when the change took effect. If no date is sent, this defaults to the date the file is run. Future dates are not accepted.

Column	Field Name / Header	Field Description	Data Type	Max. Length	Required?	Comments
12	**Ineligible Date**	Date of termination	Date	YYYY-MM-DD		Marathon Health prefers to terminate by omission. If the member is no longer eligible for services, please remove them from the file. This field can be left blank.
13	**Clinic Proximity Code**	Client locale for breakout reporting	String	100	X	Required. Provides the ability to separate locations and/or services. May be used for invoice separation. This can be determined with Marathon Health assistance.
14	**Health Plan Code**	Health plan the member is enrolled in	String	100	X	Required. Health plan information (e.g., HDHP, HSA, PPO, Silver, Bronze, CDHP, Waived).
15	**Wellness ID**	Marathon Health patient identifier				Marathon Health's unique patient identifier. If provided, this ensures an exact match on a patient record. This can be left blank.
16	**Unique Identifier**	Participant employee identifier	String	16	X	Required. A unique ID for every member on the file. This can be a Social Security Number, employee ID, GUID, UUID, or any other unique descriptor for all members, and should not change. Values cannot exceed 16 characters.
17	**Unique Identifier Description**	Type of code used for the unique identifier	String	100	X	Required. A short description of the type of code used for the Unique Identifier.
18	**Association Code**	Code linking members of a family together	String	50	X	Required. Used to link members of a family together. This is typically the employee's unique identifier and must be shared among all members of a household so families are grouped correctly.
19	**Association Code Description**	Type of code used for the Association Code	String	100	X	Required. A short description of the type of code used for the Association Code.
20	**Address 1**	Home address of participant	String	255	X	Required
21	**Address 2**	Home address of participant (line 2)	String	255		Optional second address line.
22	**City**	City where participant resides	String	100	X	Required
23	**State**	State where participant resides	String	2	X	Required
24	**Zip Code**	Zip code where participant resides	String	10	X	Required
25	**Province**	Province where participant resides	String	100		Only provide if the member resides outside of the U.S.A.

Column	Field Name / Header	Field Description	Data Type	Max. Length	Required?	Comments
26	Country	Country where participant resides	String	100		Only provide if the member resides outside of the U.S.A.
27	Emergency Contact First Name		String	50		
28	Emergency Contact Last Name		String	50		
29	Emergency Contact Phone Number		String	20		
30	Home Phone Number	Participant's home telephone	String	20	X	Required. At least one phone number (home, work, or mobile) is required for each member where available. Phone numbers cannot be duplicated across members.
31	Work Phone Number	Participant's work phone number	String	20	X	Required. At least one phone number (home, work, or mobile) is required for each member where available. Phone numbers cannot be duplicated across members.
32	Mobile Phone Number	Participant's mobile telephone	String	20	X	Required. At least one phone number (home, work, or mobile) is required for each member where available. Phone numbers cannot be duplicated across members.
33	Insurance Carrier Name		String	100		
34	Insurance Group ID Number		String	20		
35	Insurance Member ID Number		String	20		
36	Department		String	100	X	Required if reporting by department is desired by the client.
37	Department Type		String	100	X	Required if the field above is used.
38	Work Location		String	100	X	Required if reporting by work location is desired by the client.
39	Work Location Type		String	100	X	Required if the field above is used.
40	Work Address 1	Address of participant's workplace	String	255		
41	Work Address 2	Address of participant's workplace (line 2)	String	255		
42	Work City	City of participant's workplace	String	100		

Column	Field Name / Header	Field Description	Data Type	Max. Length	Required?	Comments
43	**Work State**	State of participant's workplace	String	2		
44	**Work Zip**	Zip code of participant's workplace	String	10		
45	**Work Province**	Province of participant's workplace	String	2		
46	**Work Country**	Country of participant's workplace	String	10		
47	**Hire Date**	Employee's actual date of hire	Date	YYYY-MM-DD	X	Highly desired. The actual date of hire for the member.

Termination

Marathon Health terminates by omission. If a member is no longer eligible for services, please remove them from the file.

File Naming Convention

Marathon Health's general naming convention for eligibility files is:

ClientName_VendorName_Eligibility_Date

(Underscores only, no spaces.)

- ClientName – the client whose data is contained in the file.
- VendorName (if applicable) – the vendor sending Marathon the eligibility file.
- Date – the date the file was loaded and sent. Use YYYYMMDD format.
- Format – .psv (pipe-delimited preferred).

Sample file name: ABCVendor_AnyClient_Eligibility_20170125.psv

Frequency and Transmission

- A weekly feed is preferred, but not required.
- A flat text file, pipe-delimited, is preferred. We can accept .csv.
- Files should be transferred via SFTP and PGP-encrypted (Marathon will provide credentials and the public key).

Critical Fields That Will Cause the File to Fail Processing

- Duplicate, invalid, or missing SSNs
- First name missing
- Last name missing
- Gender missing (or not M, F, U, or O)
- Birth date missing or inaccurate (in the future, or more than 90 years ago)
- Relation missing
- Unique identifier missing or duplicated
- Association code missing
- Duplicate email addresses
- Missing physical address

Relation Types

The following are the valid Relation values accepted in the eligibility file, grouped by member type.

- **Employee**
  - Employee
  - COBRA
  - On Leave
  - Retiree
- **Employee: Contractor**
  - Contractor
- **Dependent**
  - Spouse
  - Dependent
  - Child
  - Domestic Partner
  - Employee/Dependent
  - Employee/Spouse
  - Same Sex Partner

Marathon Health

BUSINESS ASSOCIATE ADDENDUM

This Business Associate Addendum (this "Addendum") is entered into by and between _____ ("Covered Entity"), with principal offices at _____ and **MARATHON HEALTH, LLC,** on behalf of itself and its affiliates including Marathon Health, LLC ("Business Associate"), with principal offices at 10 W. Market Street, Suite 2900, Indianapolis, IN 46204. Covered Entity and Business Associate may be referred to herein individually as a "Party" or collectively as the "Parties".

WHEREAS, the Covered Entity and the Business Associate are parties to a separate agreement (the "Underlying Agreement") and have a business relationship which may involve the use or disclosure of Protected Health Information and Electronic Protected Health Information (collectively, "PHI"); and

WHEREAS, the Parties intend to protect the privacy and provide for the security of PHI in compliance the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and the regulations promulgated thereunder, which include the Standards for the Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164 (the "Privacy Standards"); the Security Standards for the Protection of Electronic Protected Health Information ("EPHI"), 45 C.F.R. Parts 160 and 164 (the "Security Standards"); and the applicable privacy and security provisions of the Health Information Technology for Economic and Clinical Health Act (Title XIII, Subtitle D) (the "HITECH Act") (collectively, the "HIPAA Regulations"); and

WHEREAS, the HIPAA Regulations require the Parties to enter into an agreement containing certain requirements with respect to the use and disclosure of PHI and which are contained in this Addendum;

NOW THEREFORE, in consideration of the mutual promises and other consideration contained herein and in the Underlying Agreement, the sufficiency of which is hereby acknowledged, the parties agree as follows:

I. DEFINITIONS.

A. Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Privacy Standards, Security Standards, HIPAA Regulations or the HITECH Act.

II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

A. Business Associate shall not use or disclose PHI other than as permitted or required by this Addendum or as required by law.

B. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Addendum. Business Associate agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of any EPHI that Business Associate creates, receives, maintains or transmits on behalf of Covered Entity, as provided for in the Security Rule.

C. Business Associate shall report to Covered Entity any use or disclosure of PHI not provided for by this Addendum of which it becomes aware, including Breaches of

unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware. Notice is hereby given that Business Associate may, from time to time, experience unsuccessful security incidents that do not result in unauthorized access to or use of PHI and are associated with ordinary network traffic, including broadcast attacks on firewalls or edge servers, port scans, unsuccessful log-on attempts, denial of service attacks, packet sniffing (or other unauthorized access to traffic data that does not result in access beyond headers), or similar incidents. Covered Entity acknowledges that Business Associate has satisfied its obligation to provide notice of the above-described unsuccessful security incidents to Covered Entity.

D. Following the discovery of a Breach of unsecured PHI, Business Associate shall notify the Covered Entity in writing of such Breach without unreasonable delay and in no event later than fifteen (15) calendar days after the discovery. Such notification shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired or disclosed during the Breach. A Breach shall be treated as discovered as of the first day on which such Breach is known or reasonably should have been known by Business Associate.

E. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, Business Associate shall ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.

F. Business Associate shall make available PHI in a designated record set to the Individual or the Individual's designee as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524.

G. To the extent applicable, Business Associate shall make any amendment(s) to PHI in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526.

H. Business Associate shall maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528.

I. To the extent the 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 the Covered Entity in the performance of such obligation(s);

J. Business Associate shall make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.

III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

A. Pursuant to this Addendum, Business Associate may use/disclose PHI obtained by Business Associate from Covered Entity as required under the Underlying Agreement, unless such use/disclosure violates the HIPAA Regulations or applicable state privacy laws in which case such use/disclosure is prohibited. Business Associate may, but is not required to, provide data aggregation services relating to the health care operations of the Covered Entity.

B. Business Associate may use or disclose PHI as required by law.

C. Business Associate agrees that uses and disclosures of PHI by Business Associate shall be consistent with the requirements of the Privacy Rule.

D. Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except that Business Associate may disclose PHI for the propter management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

E. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 42 C.F.R. §164.502(j)(1).

F. Business Associate may de-identify PHI in accordance with 45 C.F.R. § 164.514 for use as part of its proprietary database. Covered Entity also agrees that the terms of this Addendum restricting the use or disclosure of PHI shall not apply to the use or disclosure of De-Identified Information gathered or created by Business Associate, and that nothing in this Addendum shall impair the proprietary rights of Business Associate with respect to the foregoing database.

IV. OBLIGATIONS OF COVERED ENTITY

A. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity under 45 CFR §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

B. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

C. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate’s use or disclosure of PHI.

V. REQUESTS BY COVERED ENTITY

A. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity. Nothing in this paragraph shall restrict the ability of Business Associate to use or disclose PHI pursuant to the provisions of Section III.D. of this Addendum.

VI. TERM AND TERMINATION

A. This Addendum shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

B. Business Associate authorizes termination of this Addendum by Covered Entity, if Covered Entity determines Business Associate has violated a material term of this Addendum and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.

VII. OBLIGATIONS OF BUSINESS ASSOCIATE UPON TERMINATION.

A. Upon termination of this Addendum for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

1. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining PHI that the Business Associate still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI.
4. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at Section III.D. of this Addendum which applied prior to termination; and
5. Return to Covered Entity or, if agreed to by Covered Entity, destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

B. The obligations of Business Associate under this Section shall survive the termination of this Addendum.

VIII. GENERAL PROVISIONS

A. Regulatory References. A reference in this Addendum to a section in the HIPAA Regulations means the section as in effect or as amended.

B. Interpretation. Any ambiguity in this Addendum shall be resolved to permit Covered Entity to comply with the HIPAA Regulations. Except to the extent pre-empted by federal law, this Addendum shall be governed by and construed in accordance with the laws of the State of Indiana, without application of principles of conflicts of laws.

C. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Regulations and any other applicable law.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the Parties enter into this Agreement, to become effective as of the later of the date set forth below.

COVERED ENTITY: **City of Littleton**	**BUSINESS ASSOCIATE:** **MARATHON HEALTH, LLC**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date Signed: _____	Date Signed: _____

File #: Resolution 79-2026, **Version:** 1

Agenda Date: 11/17/2026

Subject:
Resolution 79-2026: Approving the first amendment to the Construction Contract with Edge Contracting for the Shadycroft Acres Sanitary Sewer Extension Project

From:	James L. Becklenberg, City Manager
Prepared by:	Brent Soderlin, Director of Public Works & Utilities
	Sarah White, Water Resources Manager
Presentations:	N/A

PURPOSE:
Approving the first amendment to Construction Contract between City of Littleton and Edge Contracting for the Shadycroft Acres Sanitary Sewer Extension Project, City Project No. 25-51

LONG-TERM OUTCOME(S) SERVED:
Sustainable Community with Natural Beauty; High-Quality Governance

DISCUSSION:
Most properties within the City of Littleton are served by the City's sanitary sewer system through a network of infrastructure which carries wastewater from homes and businesses to the South Platte Renew Wastewater Treatment Plant. Approximately 130 parcels within the city have private septic systems. To protect public health, the City is endeavoring to provide opportunities to eliminate as many of these septic systems as possible by providing access to public sanitary sewer. The City has identified the Shadycroft Acres neighborhood as a location to install an extension of the existing sanitary sewer collection system. A project has been designed to extend sanitary sewer infrastructure into this neighborhood.

On March 16, 2026, the City of Littleton advertised a Request for Proposals to procure contractor services for the Shadycroft Acres Sanitary Sewer Extension Project, City Project No. 25-51. Eleven (11) proposals were received by the April 15, 2026, deadline. Staff reviewed the proposals based on qualifications, experience, project approach, and pricing. Staff selected Edge Contracting's proposal as reasonable and the most qualified to successfully complete the project.

The City entered into a contract with Edge Contracting May 26, 2026. Work began June 20, 2026.

As with any underground work, there is a degree of uncertainty as to what unknowns lie within the work area including soil material and unidentified infrastructure. During installation of the sanitary sewer, the project team discovered:

1. A 12" corrugated metal pipe (CMP) culvert near the intersection of Graham Ln and Rangeview

Drive was located during construction. Pipe was not previously identified in design plans. Propose to replace 40 LF of pipe approximately 6 ft. Due to condition of CMP, full pipe was replaced. Cost of repairs is $4,297.00.

2. A 12" CMP outfall pipe was located from private pond to outfall to the north. As crews excavated they encountered a fully corroded pipe, unable to salvage any of the line, they had to replace 40 LF of CMP at 20 ft depth. Cost of repairs is $9,514.00.

3. The existing sanitary manhole at Rangeview Dr, had an existing lateral stub out constructed in 2001 with the new sanitary main install along Rangeview Dr. During construction, it was noticed the original lateral was constructed with a reverse flow, therefore we would be unable to utilize this existing connection. Rangeview Dr is a main collector road for Heritage High School, with Shadycroft Dr also under construction, we are unable to fully excavate across Graham Dr to make the sanitary connection without fully closing Graham Dr and requiring a 2.5-mile detour via Ridge Road. Alternative methods were analyzed, the cheapest and least impactful option is to bore a new sanitary line under Graham Dr. This will allow for the road to remain open and complete the new sanitary connection to the manhole north of Rangeview Dr. This technique is being handled both by Edge Contractors and subcontractor BT Construction. Cost to bore 110 LF of new sanitary sewer is $252,571.00.

4. Additional exploratory measures and reconstruction were required with the location and abandonment of the sanitary lateral at Grham and Rangeview. Cost of design change is $3,764.00.

5. A 12" private CMP storm culvert was removed to install the sanitary lateral along Graham Dr. Cost of repairs is $943.00.

6. The intersection of Graham Dr and Shadycroft Dr is the deepest section of the new sanitary installation, reaching over 20 feet in depth. At this depth, crews encountered bedrock that required additional large equipment to be brought in and additional unplanned manhours to excavate through the solid rock. Geotechnical exploratory holes were taken on either side of the intersection but did not show the amount of bedrock crews had to work through. Soil condition changes were not anticipated in original contract. Cost of excavation is $42,047.00.

BACKGROUND:

Most properties within the City of Littleton are served by the City's sanitary sewer system through a network of infrastructure which carries wastewater from homes and businesses to the South Platte Renew Wastewater Treatment Plant. Approximately 130 parcels within the City have private septic systems. In order to protect public health, the City is endeavoring to provide opportunity to eliminate as many of these septic systems as possible by providing access to public sanitary sewer. Most properties currently on septic systems are within 400 feet of a sanitary sewer main, which is the distance identified within City Code for which a property is required to connect to the public sewer at the time their septic system fails. Some parcels are outside of the 400 -foot distance, and the City desires to provide public sewer infrastructure to serve these properties. The City has identified the Shadycroft Acres neighborhood as a location to install an extension of the existing sanitary sewer collection system. A septic system has an average life span of 30-40 years, and many of the homes in the Shadycroft Acres neighborhood are reaching the end of life for their septic systems.

The Shadycroft Acres Sanitary Sewer Extension Project will install new sanitary sewer mains and manholes on Shadycroft Drive from the intersection of South Rangeview Drive to South Windermere Street. It will also include the length of Graham Lane from the intersection of South Rangeview Drive to Shadycroft Drive.

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Through design of the project, the City surveyed the location of the existing private septic systems and collaborated with the property owners to identify the desired future route to connect each home to the new sewer mains. Twenty properties within the Shadycroft Acres neighborhood that currently operate with existing septic sanitary sewer systems will have the opportunity to connect to the new sanitary sewer main. As part of the project, sanitary sewer laterals will be extended from the new sewer mains to the property line. Property owners will be responsible for connections from this service stub to their home and for abandoning the septic systems in accordance with Arapahoe County Public Health requirements. Property owners can continue to operate and maintain their existing septic systems until such time as they fail. In accordance with City Code, at that time they will be required to connect to the public sanitary sewer system.

There is no direct cost to property owners for this project. The cost of the new sewer mains and roadway restoration is funded by the Sewer Utility Enterprise Fund. All underground utility work on private property from the sewer stub to their home, and abandoning the septic system, is the responsibility of the property owner. When a connection is made to the public sewer system, a City of Littleton sewer tap fee will be required, which is currently priced at $5,000 per residential unit.

This project also provides an opportunity for the City to replace aged pavement. Due to budget constraints, as part of this project the roadway will only be patched back over the new sewer main. In 2027, the City plans to rehabilitate the full extent of Shadycroft Drive and Graham Lane.

Prior Actions or Discussions

The original contract was awarded by Council on May 19, 2026. This request is the first amendment proposed.

FISCAL IMPACTS:

The proposed first amendment is for $308,839.00. The original budget for this project was $2,000,000.00. The construction contract awarded to Edge Contracting for the Shadycroft Acres Sanitary Sewer Extension Project was $1,643,680. The first amendment is within the proposed overall budget for this project. This project will be funded by the Sewer Utility Enterprise Fund.

Pursuant to the City's Procurement Policy, all contracts exceeding $500,000 must be approved by City Council.

STAFF RECOMMENDATION:

Staff recommends approval of the construction contract.

ALTERNATIVES:

If the construction contract is not approved, the project will not be completed. Approximately 60% of the project is installed. Failure to approve the first amendment would not allow for full project completion. This will have an adverse impact on the property owners whose septic systems are at the end of their useful life and are planning to connect to the new sanitary sewer as soon as feasible.

PROPOSED MOTION:

I move to approve Resolution 79-2026 approving the first amendment to the Construction Contract with Edge Contracting for the Shadycroft Acres Sanitary Sewer Extension Project.

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CITY OF LITTLETON, COLORADO

Resolution No. 79

Series, 2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LITTLETON, COLORADO, APPROVING THE FIRST AMENDMENT TO CONSTRUCTION CONTRACT BETWEEN THE CITY OF LITTLETON AND EDGE CONTRACTING FOR THE SHADYCROFT ACRES SANITARY SEWER EXTENSION PROJECT – CITY PROJECT NO. 25-51

WHEREAS pursuant to Section 1-15-62 of the Littleton Municipal Code, City Council approval is a condition precedent to the approval of an agreement in which the total value of the agreement is over five hundred thousand dollars and 00/100 cents ($500,000.00); and

WHEREAS the city awarded a contract to Edge Contractors for City Project No. 25-51 Shadycroft Acres Sanitary Sewer Extension Project for the original contract price of $1,643,680.00; and

WHEREAS unknown utility conflicts, damaged existing infrastructure and unknown material changes caused additional costs in the amount of $313,136.00; and

WHEREAS city staff recommends acceptance of Amendment No. 1 in order to complete the project; and

WHEREAS, the city and Edge Contracting desire to enter into an agreement, in which Edge Contracting will perform work in accordance with the terms and conditions outlined in the agreement, in substantially the same form attached hereto as "Amendment No. 1".

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

Section 1. The Littleton City Council hereby approves the Construction Contract by and between the City of Littleton and Edge Contracting, for the Shadycroft Acres Sanitary Sewer Extension Project – City Project No. 25-51, in substantially the same form attached hereto as Exhibit "A," and authorizes the Mayor to execute the same on behalf of the City of Littleton.

Section 2. The Resolution shall take effect upon its approval by the Littleton City Council.

INTRODUCED, READ AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Littleton, Colorado, on the 17th day of November, 2026, at 6:30 p.m.

at the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

ATTEST:

_____
Colleen L. Norton
CITY CLERK

_____
Kyle Schlachter
MAYOR

APPROVED AS TO FORM:

_____
Reid Betzing
CITY ATTORNEY

AMENDMENT TO CONSTRUCTION AGREEMENT FOR CITY PROJECT NO. #25-51

THIS AMENDMENT TO THE CONSTRUCTION AGREEMENT TO CITY PROJECT NO. #25-51 ("Amendment") is entered into on the date of the last signature set forth below, by and between **EDGE CONTRACTING, INC.**, whose business address is 1453 Brickyard Rd, Golden, CO 80403 (the "Contractor") and the **CITY OF LITTLETON** ("City"), a Home Rule municipality of the State of Colorado. The City and the Contractor may be collectively referred to as the "Parties."

RECITALS AND REPRESENTATIONS

WHEREAS the City and Contractor entered into the Construction Agreement for City Project No. #25-51, dated May 26, 2026 (the "Agreement") in connection with the installation of new sanitary sewer mains to serve Shadycroft Acres subdivision, as more fully described in the Agreement; and

WHEREAS the City and Contractor desire to enter into this Amendment to adjust the contract price and to extend the completion date of the project.

NOW, THEREFORE, in consideration of the mutual covenants herein set forth, the Parties agree as follows:

1. All references to "Exhibit B" in the Agreement are amended to read "Exhibit B and Exhibit B-1". Exhibit B-1 is attached and incorporated to the Agreement.

2. All references to "Exhibit C" in the Agreement are amended to read "Exhibit C and Exhibit C-1". Exhibit C-1 is attached and incorporated to the Agreement.

3. Section 1.3 of the Agreement, entitled "Commencement and Completion of the Project," is hereby amended to read as follows:

   "**Commencement and Completion of the Project**. The Contractor understands and agrees that all Work required under this Contract shall not commence until a Notice to Proceed is issued and shall be fully completed within 314 calendar days of receiving Notice to Proceed. The Contractor acknowledges and understands that it is an essential term of this Contract that Contractor maintain a rate of progress in the Work that will result in completion of the Work in accordance with the Contract Documents, and to that end, Contractor agrees to proceed with all due diligence to complete the Work in a timely manner in accordance with the Contract Documents."

4. Section 1.4 of the Agreement, entitled "Contract Price," is hereby amended to increase

the Contract Price in the amount of **THREE HUNDRED THIRTEEN THOUSAND ONE HUNDRED THIRTY-SIX DOLLARS AND ZERO CENTS** ($313,136.00), for a total payable and aggregated amount of **ONE MILLION NINE HNDRED FIFTY-SIX THOUSAND EIGHT HUNDRED SIXTEEN DOLLARS AND ZERO CENTS** ($1,956,816.00) as stated within Exhibit B-1.

5. The Agreement shall be amended by adding the following new paragraph, Section 1.30, to be entitled "Accessibility Standards:"

   *"1.30 **Accessibility Standards**. The Contractor shall comply with the accessibility standards for an individual with a disability adopted by the Colorado Office of Information Technology, in accordance with C.R.S. § 24-85-103 and its implementing regulations. Notwithstanding the foregoing, this requirement shall not be applicable to contracts or agreements for professional services, as defined by C.R.S. § 24-30-1402, or to any portion or part of the contract or agreement that is providing professional services. Further, the contractor shall indemnify, hold harmless, and assume liability on behalf of the city and the city's officers, employees, and agents, for all costs, expenses, claims, damages, liabilities, court awards, attorney fees and related costs, and any other amounts incurred by the city in relation to the contractor's noncompliance with the accessibility standards for an individual with a disability adopted by the Colorado Office of Information Technology, in accordance with C.R.S. § 24-85-103, and its implementing regulations."*

6. Except as expressly modified by this Amendment, the Construction Agreement shall remain in full force and effect and any obligations to be performed under the Construction Agreement by either party are neither waived nor excused in any manner but shall be performed in accordance with the terms and conditions of the Construction Agreement as it existed prior to this Supplemental Agreement.

7. **Authority**. The parties represent and warrant that they have taken all actions necessary to legally authorize the undersigned signatories to execute this Supplemental Agreement for the parties and to bind the parties to its terms. The signatories represent and warrant that each has legal authority to execute this Supplemental Agreement for the party he or she represents and to bind that party to its terms.

8. **Counterparts; Execution**. This Supplemental Agreement may be executed in any number of counterparts, each deemed to be an original, and, taken together will constitute one and the same instrument. Signature pages may be executed via "wet" signature or electronic mark and the executed signature pages may be delivered using pdf or similar file type transmitted via electronic mail, cloud-based server, e-signature technology or other similar electronic means.

[Signatures on Following Page]

CITY OF LITTLETON, COLORADO

Kyle Schlachter
MAYOR

ATTEST

Colleen Norton
CITY CLERK

APPROVED AS TO FORM:

Reid Betzing
CITY ATTORNEY

CONTRACTOR

Cole Cooter
VICE PRESIDENT

Date

Exhibit B-1

PROJECT TITLE: Shadycroft Acres Sanitary Extension #25-51

CONTRACT DATE: 04/30/2026

CONTRACTOR: Edge Contracting Inc

The following changes are hereby made to the Contract:

1) 12" CMP culvert replace near the intersection of Graham Ln and Rangeview Drive. Propose to full excavate and replace 40 LF of pipe approximately 6 ft depth. Cost of repairs $4,297.00

2) 12" CMP outfall pipe from a private pond fully corroded. Propose to full excavate and repair 40 LF of pipe approximately 6 ft depth. Cost of repairs $9,514.00

3) Bore new sanitary sewer to existing manhole at Graham and Rangeview Dr. Cost to bore 110 LF of new sanitary sewer is $252,571.00.

4) Additional exploratory measures and reconstruction were required with the location and abandonment of the sanitary lateral at Grham and Rangeview. Cost of design change is $3,764.00

5) A 12" private CMP storm culvert was removed to install the sanitary lateral along Graham Dr. Cost of repairs is $943.00.

6) Soil condition change – time and materials. Cost of excavation is $42,047.00.

Total Change Order No. 1	$313,136.00

CHANGE TO CONTRACT PRICE

Original Contract Price	$ 1,643,680.00
Current Contract Price, as adjusted by previous supplemental agreement / change order:	$ 1,643,680.00
The Contract Price due to this Change Order will be increased by:	$ 313,136.00
The new Contract Price due to this Change Order will be:	$ 1,956,816.00

CHANGE TO CONTRACT TIME

The Contract Time will be increased by 194 days
The contract end date will end on 04/30/2027

Exhibit C-1

SURETY RIDER

To be attached to and form a part of Bond No. **3010369**

executed by **EDGE Contracting, Inc.**, as

principal and by **Harco National Insurance Company** as Surety,

in favor of **City of Littleton**, and effective

as of **April 28, 2026**

In consideration of the mutual agreements herein contained the Principal and the Surety hereby consent to changing

Increase Bond Amount per Change Order No. 1

From: **$1,643,680.00**

To: **$1,956,816.00**

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated. This rider is effective on the **28th** day of **October**, **2026**.

Signed and sealed this **28th** day of **October**, **2026**.

EDGE Contracting, Inc.

Principal

By /COLE D. CATTOOR

VICE PRESIDENT Title

Harco National Insurance Company

Surety

By Ashlea McCaughey

Ashlea McCaughey, Attorney-in-Fact

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

Project: **Shadycroft Acres Sanitary Sewer Extension Project #25-51, Littleton, CO**

POWER OF ATTORNEY

Bond # 3010369

HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 4200 Six Forks Rd, Suite 1400, Raleigh, NC 27609

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

GRACE RASMUSSEN, ASHLEA MCCAUGHEY, LINDSEY MINUTILLO, ALISSA CAHALAN, CONNOR OBERG, TODD BENGFORD, MARK SWEIGART, DONALD E. APPLEBY, SARAH C. BROWN, GREGORY HETTINGER

Greenwood Village, CO

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"**RESOLVED**, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2025

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

STATE OF NEW JERSEY
County of Essex

STATE OF ILLINOIS
County of Cook

HARCO NATIONAL INSURANCE COMPANY CORPORATE SEAL 1984 ILLINOIS

Michael F. Zurcher
Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

On this 31st day of December, 2025, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

CATHY CRUZ NOTARY PUBLIC STATE OF NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Cathy Cruz a Notary Public of New Jersey
My Commission Expires April 16, 2029

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, **October 28, 2026**

Irene Martins, Assistant Secretary

A02256
Contract ID 3982
First Amendment to 3751

Staff Communication

File #: Resolution 86-2026, **Version:** 1

Agenda Date: 11/17/2026

Subject:
Resolution 86-2026: Acknowledging review of the City of Littleton's application for the FY 2025 Edward Byrne Memorial Justice Assistance Grant Program Local Solicitation and authorizing the City Manager to execute the Certifications and Assurances by the Chief Executive of the applicant government

From:	James L. Becklenberg, City Manager
Prepared by:	Reid B. Betzing, City Attorney
Presentations:	N/A

PURPOSE:
To submit the City's application for the FY 2025 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Local Solicitation to City Council for review and public comment, and to authorize the City Manager to execute the U.S. Department of Justice certifications and assurances required for the City to receive its FY 2025 JAG allocation.

LONG-TERM OUTCOME(S) SERVED:
High-Quality Governance

DISCUSSION:
The City of Littleton is eligible for a direct award under the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) FY 2025 JAG Local Solicitation. Before OJP will make or release an award, federal law (34 U.S.C. § 10153(a)) requires the chief executive of the applicant unit of local government to sign the FY 2025 "Certifications and Assurances by the Chief Executive of the Applicant Government" (Rev. March 2026), which is attached.

Two of the required assurances depend on action by City Council. The chief executive must assure that (1) the application, and any amendment to it, was submitted for review to the governing body not less than 30 days before the date of the certification; and (2) before the date of the certification, the application was made public and citizens and neighborhood or community-based organizations were given an opportunity to comment. Placing the application on this agenda submits it to City Council for review and gives the public an opportunity to comment at a public meeting.

The chief executive must also certify that (a) federal JAG funds will not be used to supplant local funds but will increase the funds that would otherwise be available for law enforcement activities; (b) the City will maintain and report the programmatic and financial data, records, and information OJP may reasonably require for each fiscal year of the award; and (c) the certifications in 34 U.S.C. § 10153(a)(5), including that the programs to be funded meet the requirements of the JAG statute, the information in the application is correct, there has been appropriate coordination with affected agencies, and the City will comply with all provisions of the JAG statute

and all other applicable federal laws.

The City's application requests $6,344.54], the City's FY 2025 JAG allocation, to be used by the Littleton Police Department for reimbursement of expenses towards the acquisition of bulletproof vests. The proposed resolution acknowledges City Council's review of the application and authorizes the City Manager to sign the certification no sooner than 30 days after the application was submitted to City Council for review on November, 17, 2026 and to submit it to OJP.

BACKGROUND:
The Edward Byrne Memorial JAG Program is the leading source of federal criminal justice funding for state and local jurisdictions. JAG Local Solicitation awards are formula grants: BJA calculates each eligible local government's allocation using population and violent crime data, and the local government then applies for its predetermined amount. JAG funds may support a broad range of criminal justice activities, including law enforcement programs, equipment, and training, and no local match is required.

FISCAL IMPACTS:
The City's FY 2025 JAG allocation is $6,344.54. The grant requires no local match. Funds will be used to help offset the costs of previous years bulletproof vest acquisitions for its officers.

Approving the resolution and executing the certification have no direct cost to the City beyond staff time to administer the grant and meet OJP's financial and programmatic reporting requirements. Because the certification is a condition of the award, if it is not executed the City may not receive, or may be unable to draw down, its FY 2025 allocation.

STAFF RECOMMENDATION:
The certification is a federal prerequisite for the City to receive its FY 2025 JAG allocation, and City Council's review of the application at a public meeting satisfies the governing body review and public comment assurances. Staff recommend that City Council approve Resolution 86-2026.

ALTERNATIVES:
- City Council may decline to approve the resolution. The chief executive could then not make the required assurances, and the City would likely forgo its FY 2025 JAG allocation.
- City Council may direct staff to amend the application before it is certified. An amended application must be submitted to City Council for review at least 30 days before the certification is signed.
-

I move to approve Resolution 86-2026 acknowledging review of the City of Littleton's application for the FY 2025 Edward Byrne Memorial Justice Assistance Grant Program Local Solicitation and authorizing the City Manager to execute the Certifications and Assurances by the Chief Executive of the applicant government.

CITY OF LITTLETON, COLORADO

RESOLUTION No. 86

Series, 2026

A RESOLUTION ACKNOWLEDGING REVIEW OF THE CITY OF LITTLETON'S APPLICATION FOR THE FY 2025 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM LOCAL SOLICITATION AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE CERTIFICATIONS AND ASSURANCES BY THE CHIEF EXECUTIVE OF THE APPLICANT GOVERNMENT

WHEREAS, the Edward Byrne Memorial Justice Assistance Grant ("JAG") Program, 34 U.S.C. § 10151 et seq., administered by the Bureau of Justice Assistance within the Office of Justice Programs ("OJP") of the U.S. Department of Justice, provides formula funding to units of local government to support law enforcement and other criminal justice activities; and

WHEREAS, the City of Littleton (the "City") is eligible to receive an allocation of $6,334. under the FY 2025 JAG Program Local Solicitation, which requires no local match; and

WHEREAS, the City, through the Littleton Police Department, prepared and submitted an application for its FY 2025 JAG allocation to be used to help offset costs of bulletproof vests (the "Application"); and

WHEREAS, 34 U.S.C. § 10153(a) requires the chief executive of the applicant unit of local government to certify, among other things, that the Application was submitted for review to the governing body not less than thirty (30) days before the date of the certification, and that, before the date of the certification, the Application was made public and citizens and neighborhood or community-based organizations were given an opportunity to comment; and

WHEREAS, the chief executive must further certify that federal JAG funds will not be used to supplant local funds, that the City will maintain and report such data, records, and information as OJP may reasonably require, and the certifications required by 34 U.S.C. § 10153(a)(5); and

WHEREAS, the City Council finds that applying for and accepting the City's FY 2025 JAG allocation serves the public safety of the City and is in the best interest of the City and its residents.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LITTLETON, COLORADO, THAT THE CITY COUNCIL HAS REVIEWED THE CITY'S APPLICATION FOR THE FY 2025 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM LOCAL SOLICITATION AND HEREBY AUTHORIZES THE CITY MANAGER AS CHIEF EXECUTIVE, TO EXECUTE THE FY 2025 CERTIFICATIONS AND ASSURANCES BY THE CHIEF EXECUTIVE OF THE APPLICANT GOVERNMENT NO SOONER THAN THIRTY (30) DAYS AFTER THE APPLICATION WAS SUBMITTED TO THE CITY COUNCIL FOR

REVIEW, AND TO EXECUTE SUCH OTHER DOCUMENTS AS ARE NECESSARY TO ACCEPT AND ADMINISTER THE AWARD, SUBJECT TO APPROVAL AS TO FORM BY THE CITY ATTORNEY.

INTRODUCED, READ AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Littleton, Colorado, on the 17th day of November, 2026, at 6:30 p.m. at the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

ATTEST:

_____	_____
Colleen L. Norton	Kyle Schlachter
CITY CLERK	MAYOR

APPROVED AS TO FORM:

_____
Reid Betzing
CITY ATTORNEY

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Edward Byrne Memorial Justice Assistance Grant Program FY 2025 Local Solicitation

Certifications and Assurances by the Chief Executive of the Applicant Government

On behalf of the applicant unit of local government named below, in support of that locality's application for an award under the FY 2025 Edward Byrne Memorial Justice Assistance Grant ("JAG") Program, and further to 34 U.S.C. § 10153(a), I certify to the Office of Justice Programs ("OJP"), U.S. Department of Justice ("USDOJ"), that all of the following are true and correct:

1. I am the chief executive of the applicant unit of local government named below, and I have the authority to make the following representations on my own behalf as chief executive and on behalf of the applicant unit of local government. I understand that these representations will be relied upon as material in any OJP decision to make an award, under the application described above, to the applicant unit of local government.

2. I certify that no federal funds made available by the award (if any) that OJP makes based on the application described above will be used to supplant local funds but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for law enforcement activities.

3. I assure that the application described above (and any amendment to that application) was submitted for review to the governing body of the unit of local government (*e.g.*, city council or county commission), or to an organization designated by that governing body, not less than 30 days before the date of this certification.

4. I assure that, before the date of this certification— (a) the application described above (and any amendment to that application) was made public; and (b) an opportunity to comment on that application (or amendment) was provided to citizens and to neighborhood or community-based organizations, to the extent applicable law or established procedure made such an opportunity available.

5. I assure that, for each fiscal year of the award (if any) that OJP makes based on the application described above, the applicant unit of local government will maintain and report such data, records, and information (programmatic and financial), as OJP may reasonably require.

6. I have carefully reviewed 34 U.S.C. § 10153(a)(5), and, with respect to the programs to be funded by the award (if any), I hereby make the certification required by section 10153(a)(5), as to each of the items specified therein.

7. If the applicant named below is not the unit of local government itself, I certify that it is an instrumentality of the unit of local government and is approved to serve as the applicant and recipient of FY 2025 JAG funding on behalf of the unit of local government.

_____ _____
Signature of Chief Executive of the Applicant Unit of Local Government — Date of Certification

_____ _____
Printed Name of Chief Executive — Title of Chief Executive

_____
Name of Applicant Unit of Local Government

Staff Communication

File #: ID# 26-246, **Version:** 1

Agenda Date: 11/17/2026

Subject:
Motion to approve minutes for the November 3, 2026, regular meeting of Littleton City Council

Prepared by:	Wendy J. Shea-Tamag, Deputy City Clerk

RECORDING SECRETARY'S CERTIFICATION:
I hereby certify that the attached minutes are an accurate representation of motions made, and action taken at the November 3, 2026, regular meeting of City Council. I have also reviewed the video recording for the November 3, 2026, regular meeting of the Littleton City Council and certify that the video recording is a full, complete, and accurate record of the proceedings and there were no malfunctions in the video.

PROPOSED MOTION:
I move to approve the minutes for the November 3, 2026, regular meeting of City Council.

City of Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

Meeting Minutes - Draft

City Council

Tuesday, November 3, 2026 | **6:30 PM** | **Council Chamber**

Regular Meeting

1. Roll Call

Present: 7 - Mayor Schlachter, Mayor Pro-Tem Peters, Council Member Grove, Council Member Henderson, Council Member Reichardt, Council Member Stillwell and Council Member Zink

2. Pledge of Allegiance

3. Approval of Agenda

4. Scheduled Appearances and Presentations - None

5. Proclamations - None

6. Public Comment

Garrett Baum, Bow Mar – Gates

Pam Chadbourne, Dist. I – Tentative Calendar on website/Opposed to Resolution 81-2026 (South Platte Renew governance)/Planning Commission recommendations

David Tassi, Dist. II – Ketring Lake Issue/Break Bread at East Community Center

Regan Benson, Denver – LPD body cam footage/ Tri-cities homelessness

Candice Rutledge, Littleton – Ongoing LPD issues/Courthouse issues/Voting

Greg Sullivan, Dist. IV – Fuel center development/ Public Health exemptions

7. Comments / Reports

a) Council Members

Council Member Henderson - Provided update on Tri-Cities Homelessness meeting last week which included support from Civic Canopy organization. Reviewed what was already done and what to do going forward. Another meeting will take place on November 17, 2026. Littleton, Sheridan, and Englewood will meet on November 12, 2026 and encouraged people to watch or attend. Held a community meeting with the Highline Crossing CoHousing Community regarding changes with development.

Council Member Zink - Reminded folks who could still get to the polls to do so.

Council Member Reichardt - Thanked Colleen (City Clerk) and the county clerk for the opportunity to tour the Arapahoe County election facility. It's a bi-partisan effort and he was impressed by how safe and secure they elections are.

Council Member Stillwell - Thanked the Littleton Business Chamber and their subgroup for hosting the Dia de los Muertos party at East Community Center last Friday. Encouraged everyone to go to that event in the future. Invited everyone to go to the Littleton Community Retreat which is this Friday focusing on the non-profit community; there is an opportunity to volunteer on Saturday.

Council Member Grove - Attended State of the City which was hosted by the Littleton Business Chamber. Met with Littleton Public Schools Board where there was much conversation about public safety and safety in the schools. Attended a ribbon cutting at National Medical Equipment in Southpark. As a liaison to South Suburban (Parks & Recreation), attended the bimonthly meeting and addressed Hudson Gardens and Jackass Hill Park.

Mayor Pro Tem Peters - Advised there is an opportunity to help out the community by volunteering to assist older citizens in need of help with leaves; encouraged anyone willing to help to reach out to her or Arapahoe County who has a list of people needing assistance. Asked the City Attorney to address the Town of Bow Mar gate situation.

b) Mayor

Spoke at the Colorado Chapter of the APA (American Planning Association) last week. Next week on Veteran's Day, November 11, there will be a ceremony at 11:00a.m. at Ketring Park.

c) City Manager

Update on the ongoing efforts to revise the city's noise ordinance. We are getting close to the time to apply for boards & commissions which opens December 1st through January 31st; information will be available on our website. Encouraged everyone to take care of their leaves in a timely fashion and be aware of the storm drains.

d) City Attorney

In regard to concerns raised during public comment about a reported odor at the courthouse, the City has investigated and found nothing of concern. Bow Mar is considering some options for gates and the City of Littleton and City of Denver aren't pleased with this plan. City of Littleton maintains the roads going into Bow Mar and would like to be able to use it during peak hours. Some options were discussed but not approved. The City believes that Town of Bow Mar does not have the authority to close off public streets. We are hoping for other options.

8. Consent Agenda Items

a) **Ordinance 23-2026** Ordinance 23-2026: An ordinance on second reading appropriating funds for the 2027 annual budget for all municipal purposes of the City of Littleton, Counties of Arapahoe, Douglas, and Jefferson, State of Colorado, adopting budgets for the enterprise funds of the City of Littleton for the

fiscal year beginning January 1, 2027 and ending December 31, 2027, and amending the 2026 budget

approved on first reading

b) **Ordinance 24-2026** Ordinance 24-2026: An ordinance on second reading establishing the tax levy of 2.0 mills to defray the costs of municipal government of the City of Littleton, Counties of Arapahoe, Douglas, and Jefferson, State of Colorado, for the City's Fiscal Year beginning January 1, 2027, and ending December 31, 2027

approved on first reading

c) **Ordinance 25-2026** Ordinance 25-2026: An ordinance on second reading establishing the tax levy of 3.0 mills to help defray the costs of government for the Littleton Downtown Development Authority of the county of Arapahoe, State of Colorado, for the calendar year beginning January 1, 2027, and ending on December 31, 2027

approved on first reading

d) ID# 26-227 Motion to approve minutes for the October 20, 2026, regular meeting of Littleton City Council

approved

Approval of the Consent Agenda

Mayor Pro Tem Peters moved and Council Member Zink seconded to approve the consent agenda, items a through d. The vote is 7-0. The motion carries unanimously.

Aye: 7 - Mayor Schlachter, Mayor Pro-Tem Peters, Council Member Grove, Council Member Henderson, Council Member Reichardt, Council Member Stillwell and Council Member Zink

9. General Business

a) Resolution 81-2026 Resolution 81-2026: Expressing support for and directing staff to take next steps regarding formation of a public authority to operate the city's jointly owned wastewater treatment facility

Council Member Reichardt moved and Council Member Zink seconded to approve Resolution 81-2026 expressing support for and directing staff to take next steps regarding formation of a public authority to operate the city's jointly owned wastewater treatment facility. The vote is 7-0. The motion carries.

Aye: 7 - Mayor Schlachter, Mayor Pro-Tem Peters, Council Member Grove, Council Member Henderson, Council Member Reichardt, Council Member Stillwell and Council Member Zink

10. Ordinances on Second Reading and Public Hearings

a) Ordinance 19-2026

Ordinance 19-2026: An ordinance on second reading amending Title 3, Chapter 25, of the Littleton City Code business regulations regarding solid waste and recycling hauler licenses

Mayor Schlachter opened the public comment portion of the public hearing at 7:40 p.m.

Cory Palmerio, Dist. IV – Concerns about volume of potential haulers

Candice Rutledge, Littleton – Concerns

Pam Chadbourne, Dist. I - In favor

Mayor Schlachter closed the public comment portion of the public hearing at 7:48 p.m.

Mayor Pro Tem Peters moved and Council Member Henderson seconded to approve Ordinance 19-2026 on second reading, as amended, amending Title 3, Chapter 25, of the Littleton City Code business regulations regarding solid waste and recycling hauler licenses. The vote is 7-0. The motion carries unanimously.

Aye: 7 - Mayor Schlachter, Mayor Pro-Tem Peters, Council Member Grove, Council Member Henderson, Council Member Reichardt, Council Member Stillwell and Council Member Zink

b) Ordinance 22-2026

Ordinance 22-2026: An ordinance on second reading establishing a Temporary Moratorium on the acceptance, processing, and approval of applications for Data Centers and directing staff to study and recommend land use regulations for data centers

Mayor Schlachter opened the public comment portion of the public hearing at 8:03 p.m.

Candice Rutledge, Littleton – In favor

Andrew Klarecki, Denver – In favor

Pam Chadbourne, Dist. I – In favor

Joseph Beaman, Denver - Questions

Mayor Schlachter closed the public comment portion of the public hearing at 8:13 p.m.

Council Member Zink moved and Council Member Henderson seconded to approve Ordinance 22-2026 on second reading establishing a Temporary Moratorium on the acceptance, processing, and approval of applications for Data Centers and directing staff to study and recommend land use regulations for data centers. The vote is 7-0. The motion carries unanimously.

Aye: 7 - Mayor Schlachter, Mayor Pro-Tem Peters, Council Member Grove, Council Member Henderson, Council Member Reichardt, Council Member Stillwell and Council Member Zink

11. Adjournment

Mayor Schlachter adjourned the meeting at 8:24 p.m.

File #: Resolution 84-2026, **Version:** 1

Agenda Date: 11/17/2026

Subject:
Resolution 84-2026: Adopting the 2027 Fee Schedule

From:	James L. Becklenberg, City Manager
Prepared by:	Laurie Matta, Finance Director
Presentations:	Laurie Matta, Finance Director

PURPOSE:
Council requested study sessions each year to consider fee-setting policies and approaches.

LONG-TERM OUTCOME(S) SERVED:
High-Quality Governance

DISCUSSION:
Fees are charged to customers, citizens, and other parties for certain city services. The purpose of a fee is to help defray the cost of the city providing those services and not to raise revenue for general services. Fees must be evaluated to ensure that the fee is commensurate with the service provided. City Council adopts a fee schedule that details the fees that will be charged for the fiscal year period of January 1 through December 31. The fee schedule, however, does not encompass all city-wide fees such as library and museum fees or license fees such as liquor and medical/retail marijuana.

In 2025 we completed a cost of services study to evaluate development services fees. The results of that study, along with information on all other fees, was presented in January 2025.

In 2026 the City completed a comprehensive rate study with an outside consultant for our wastewater and stormwater utility funds.

In 2022, council passed the Inclusionary Housing Ordinance. This ordinance includes a fee-in-lieu that developers may pay the city in-lieu of providing minimum affordable units as outlined in the ordinance. Section 4-2-4 of the Inclusionary Housing Ordinance says that the fee-in-lieu paid by developers into the Affordable Housing Fund be adjusted annually by CPI. For this reason, the IHO fee-in-lieu is also recommended for adjustment with this resolution

The State sets a maximum rate a municipality can charge for open records requests for research after the first hour. For 2026 the maximum rate is $41.37.

BACKGROUND:
The current 2026 fee schedule was adopted by resolution on October 21, 2025.

FISCAL IMPACTS:
The following are the proposed fee changes for 2027:

Wastewater and Stormwater Utilities Fees
Proposed wastewater and stormwater fees are projected to cover capital project requirements to maintain and improve the utility systems. The fee structure and billing frequency is being updated to best practices and includes an increase in revenue of approximately 25% for wastewater and 60% for stormwater.

Affordable Housing Fee-in-lieu
Section 4-2-4 of the Inclusionary Housing Ordinance says that the fee-in-lieu paid by developers into the Affordable Housing Fund be adjusted annually by CPI. The ordinance defines CPI as "United States Department of Labor 150 Statistics (Bureau of Labor Statistics) Consumer Price Index for All Urban 151 Consumers, All items, for the Denver-Aurora-Lakewood Colorado area." The CPI for the Denver-Aurora-Lakewood Colorado area is 3.9%. This resolution would increase the fee-in-lieu by 3.9%.

Police Research fee
The police department wishes to update their research fee to match the open records fee of $40 per hour. The state maximum cost recovery fee for open records, it is currently $41.37 per hour. Staff is requesting an increase from $25/hour to $40/hour.

Additions & Other Changes
- Hauler licenses fee - $250
- EV Charging Stations - $0.22/kwh for 30 mins - $0.50/min thereafter
- Massage Parlor licensing - $150
- Home Occupation license - removed $100 to $0
- Trucked and hauled waste - annual 1 cent increase from $0.15 to $0.16 per gallon.
- Community Garden - plots and half plots/raised planters

A red-lined version of the 2027 Proposed Fee Schedule is attached as reference for comparison purposes.

STAFF RECOMMENDATION:
Staff recommends council approve a resolution in October, approving the 2027 fee schedule.

ALTERNATIVES:
1. Adopt fees as proposed.
2. Adopt differing fees, understanding the impact to current and future projects.
3. Maintain fees at the 2026 level, understanding the impact to current and future projects.

PROPOSED MOTION:
I move to approve Resolution 84-2026 adopting the 2027 Fee Schedule.

CITY OF LITTLETON, COLORADO

Resolution No. 84

Series, 2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LITTLETON, COLORADO, ADOPTING THE 2027 SCHEDULE OF FEES

WHEREAS, the City charges fees to customers, residents, and other parties for certain City services to help defray the cost to the City of providing those services, and not to raise revenue for general City services; and

WHEREAS, fees must be evaluated to ensure that each fee is commensurate with the service provided, and the City Council annually adopts a schedule of fees to be charged for the fiscal year period of January 1 through December 31; and

WHEREAS, the City's current 2026 Schedule of Fees was adopted by resolution of the City Council on October 21, 2025; and

WHEREAS, in 2026 the City completed a comprehensive rate study with an outside consultant for the City's wastewater and stormwater utility funds, and the proposed 2027 wastewater and stormwater fees are projected to cover the capital project requirements necessary to maintain and improve the utility systems and update the fee structure and billing frequency to reflect best practices; and

WHEREAS, Section 4-2-4 of the Inclusionary Housing Ordinance requires that the fee-in-lieu paid by developers into the Affordable Housing Fund be adjusted annually by the Consumer Price Index for All Urban Consumers, All Items, for the Denver-Aurora-Lakewood, Colorado area, as published by the United States Department of Labor, Bureau of Labor Statistics, and the 2027 fee-in-lieu reflects the applicable increase of 3.9%; and

WHEREAS, the Police Department research fee is proposed to increase from $25.00 per hour to $40.00 per hour, with the first hour free, to match the City's open records research fee, which does not exceed the maximum hourly rate permitted by the State for open records requests; and

WHEREAS, the 2027 Schedule of Fees also establishes fees for hauler licensing, electric vehicle charging stations, and massage establishment licensing; updates community garden fees and the trucked and hauled waste fee; and eliminates the home occupation license fee; and

WHEREAS, the City Council finds that adoption of the 2027 Schedule of Fees is in the best interest of the City and its residents.

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

Section 1. The City Council hereby adopts the 2027 Schedule of Fees, attached hereto as Exhibit A and incorporated herein by reference.

Section 2. The fees set forth in Exhibit A shall take effect on January 1, 2027, except that any fee for which Exhibit A states a different effective date shall take effect on the date so stated. The fees shall remain in effect until amended or superseded by resolution of the City Council.

Section 3. Effective January 1, 2027, the 2026 Schedule of Fees adopted by resolution of the City Council on October 21, 2025, is hereby superseded by this resolution.

Section 4. The City Attorney is hereby authorized to correct clerical or typographical errors that do not change the amount of any fee.

INTRODUCED, READ, AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Littleton, Colorado, on the 17th day of November 2026 at 6:30 p.m. at the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

ATTEST:

_____
Colleen L. Norton
CITY CLERK

_____
Kyle Schlachter
MAYOR

APPROVED AS TO FORM:

_____
Reid Betzing
CITY ATTORNEY

CITY OF LITTLETON, COLORADO
SEAL
INCORPORATED
1890

City of Littleton **Exhibit A**

2027 Schedule of Fees

DEPARTMENT/FEE DESCRIPTION

Police Department			***Fee***
Police reports (additional $.25/page for each page over 10; $25.00 fee to research reports older than 1990)			
Police name check - w/letter	first 10 pages	$	10.00
Crime lab - photos	each 3x5	$	2.50
	8x10	$	10.00
Research Fee	per hour with the first hour free		$40.00
Crime lab - video tapes		$	30.00
Crime lab - audio tapes		$	30.00
Crime lab - CD/DVD disks		$	30.00
Communications Center - audio tapes	plus $25 for rush	$	30.00
Body Worn Camera (Blurred video) (Non-Refundable Deposit)		$	70.00
Body Worn Camera (each additional hour blurred video)		$	30.00
Media Fee (CD/DVD/Flashdrive) Required for all digital evidence		$	15.00
Sex offender - initial registration		$	75.00
Sex offender - subsequent registration		$	25.00
Crime Data Research & Retrieval per hour (first hour free)		$	40.00
E-Citation Surcharge	$10.00 surcharge per ticket or citation		

Community Development	***Fee***
Short-Term Rental Business Licensing	
STR Business License - upon application and annually thereafter	$ 200.00

	Application Type	Qualifyer	Community Development Fee
Subdivision	Administrative Plat		
		10 acres or more	$6,000
		Over 1 acre but less than 10 acres	$4,750
		1 acre or less	$3,250
		Condominium Plat	$1,750
	Preliminary Plat		
		10 acres or more	$8,000
		Over 1 acre but less than 10 acres	$6,250
		1 acre or less	$4,750
	Final Plat		
		10 acres or more	$4,750
		Over 1 acre but less than 10 acres	$3,000
		1 acre or less	$1,750
	Vacation Plat		
		Whole plat	$3,000
		Right-of-Way Only	$3,500
		Easement	$2,750
	Technical Correction		
		Per Sheet	$750
Site Plan / Rezoning	Abbreviated Site Plan		
		Over 1 acre	$3,500
		1 acre or less	$2,500
	Site Plan		
		10 acres or more	$15,500
		Over 1 acre but less than 10 acres	$12,250
		1 acre or less	$9,250
	Master Development Plan (Conceptual)		
		10 acres or more	$8,500
		Over 1 acre but less than 10 acres	$6,500
		1 acre or less	$4,250
	Master Development Plan (Detailed)		
		10 acres or more	$17,750
		Over 1 acre but less than 10 acres	$14,750
		1 acre of less	$11,250
	Minor Plan Amendment		$2,750
	Major Plan Amendment		
		10 acres or more	$5,500
		Over 1 acre but less than 10 acres	$3,750
		1 acre or less	$2,500
	Zoning Certificate		$100
	Rezoning/Zoning Map Amendment		$2,000
	Master Sign Plan		$3,500

2027 Schedule of Fees

DEPARTMENT/FEE DESCRIPTION			
	Future Land Use and Character Map Amendment		$2,000
	Pre-application meeting		
		Residential	$100
		Commercial	$100
Historic Preservation	Historic District Designation		
		No Owner Consent 10 or fewer properties	$1,750
		No Owner Consent more than 10 properties	$2,250
	Landmark Designation		
		No Owner Consent	$2,500
	Certificate of Demolition		$750
	Tax Credit Application	Projects costing less than $15,000	$0
		Projects costing $15,000 to $49,999.99	$250
		Projects costing $50,000 to $99,999.99	$500
		Projects costing more than $100,000	$750
Variances/Appeals	Variance		
		Not Resulting from a Code Citation	$2,250
		Resulting from a Code Citation	$4,500
	Administrative Adjustment/Adaptive Reuse		
		Not Resulting from a Code Citation	$300
		Resulting from a Code Citation	$4,000
	Appeal		
		Administrative Decision	$1,750
		Public Hearing Decision	$2,750
Floodplain	Floodplain Development Permit		$1,750
Engineering/Agreements	Grading Permits	10 acres or more	$3,000
		Over 1 acre but less than 10	$1,000
		1 acre or less	$300
	Construction Plans		
		10 acres or more	$29,250
		Over 1 acre but less than 10	$26,250
		1 acre or less	$18,500
	Subdivision Improvement Agreement		
		New	$3,250
		Amended	$2,500
	Drainage Report		
		10 acres or more	$3,500
		Over 1 acre but less than 10	$2,750
		1 acre or less	$2,250
	Traffic/Trip Generation Letter		$450
	Traffic Impact Study		
		10 acres or more	$3,500
		Over 1 acre but less than 10	$2,250
		1 acre or less	$1,000
	Access Permit		$1,250
	Vested Property Rights Agreement		$2,000
	Easement/Warantee Deed/Revocable License		$2,000
Use	Conditional Use Permit		
		With Site Plan	$8,250
		Without Site Plan	$6,000
	Temporary Use Permit		$350
Miscellaneous	Wireless Communication Facility	With Conditional Use	$2,250
		Eligible Facility Request	$2,250
		Public ROW Small Cell	$3,500
	Master Licensing Agreement		$2,000
	Addressing	21 addresses or more	$1,250
		6 to 20 addresses	$350
		1 to 5 addresses	$100
	Written Interpretation		$750
	Zoning Verification Letter	Simple	$200
		Complex	$450
	Deannexation / Annexation / Initial Zoning		
		10 acres or more	$19,000
		Over 1 acre but less than 10 acres	$10,500
		1 acre or less	$6,250

DEPARTMENT/FEE DESCRIPTION			
	Amplified Sound		
		Commercial	$75
		Residential	$50
Contractor Licensing	ICC Test		
		Class A	$100
		Class B	$100
		Class C	$100
		Class D (Specialty)	$100
	Class M (Municipal ROW)		$400
	State Lic		
		Plumbing	$50
		Electrical	$50
		Arborist	$150

Fees are based on three rounds of review.
4th review = 50% of initial fees, 5+ review = 25% of initial fees.

Inclusionary Housing Ordinance (IHO): Fee In Lieu

Prototype	Total Development Cost (TDC) per unit	75% of TDC (20 or more units)	50% of TDC (5-19 units)
Affordable For-Sale Units	$419,393	$314,544	$209,696
Affordable Rental Units	$384,970	$288,728	$192,486

Building Permit Plan Review and Inspection Fees	65% of permit fee		
Plan Review			
Expedited plan reviews when requested by architect, owner, or builder	Double the normal review fee		
Review of plan revisions or resubmittals	$160 for minumum first two (2) hours $80/hour for each hour thereafter		
Plan reviews of one and two-family and townhouse residential projects for which Master Plans have been reviewed and approved		$	350.00
Investigation (work without a permit)	Double the permit fee		
Inspection (normal business hours)	$80/hour		
Inspection (outside normal business hours)	$160 minimum paid in advance ($80/hour after two hours)		
Re-inspection (when failed a third time and each time failed thereafter)		$	80.00
Temporary Certificate of Occupancy			$400 first issuance $200 each renewal
Rental property annual license			
3-25 units	per property	$	75.00
26 or more units	per property	$	125.00
Special Events			
Application fee for organizations qualified for exemption from the payment of city sales and use taxes		$	50.00
Application fee for all other organizations		$	75.00

Building Permits TOTAL VALUATION		
$1 - $500.00	$	25.85
$500.01 - $2,000.00	$25.85 for the first $500 plus $3.35 for each additional $100 or fraction thereof, to and including $2,000.00	
$2,000.01 - $25,000.00	$76.17 for the first $2,000 plus $15.40 for each additional $1,000 or fraction thereof, to and including $25,000.00	
$25,000.01 - $50,000.00	$430.37 for the first $25,000 plus $11.11 for each additional $1,000 or fraction thereof, to and including $50,000.00	
$50,000.01 - $100,000.00	$708.12 for the first $50,000 plus $7.70 for each additional $1,000 or fraction thereof, to and including $100,000.00	
$100,000.01 - $500,000.00	$1,093.12 for the first $100,000 plus $6.16 for each additional $1,000 or fraction thereof, to and including $500,000.00	
$500,000.01 - $1,000,000.00	$3,557.12 for the first $500,000 plus $5.23 for each additional $1,000 or fraction thereof, to and including $1,000,000.00	
Greater than $1,000,000.00	$6,172.12 for the first $1,000,000 plus $4.02 for each additional $1,000 or fraction thereof	

Residential Fence Permit	$	100.00
Outdoor merchandise display		No Fee

2027 Schedule of Fees

DEPARTMENT/FEE DESCRIPTION

Public Works ***Fee***

Permit fee calculation formulas for excavation in the public right-of-way

Construction Type - Inspection Fee	Units - Only includes portion in R.O.W. (l.f. = linear feet)	Fee Calculation Formula - number shown below
Asphalt	l.f.	1
Bore - bore pits	# of bore pits	4
Bore - horizontal	l.f.	1
Bore - vertical	l.f.	4
Concrete - apron	l.f.	1
Concrete - chase section	l.f.	1
Concrete - curb and gutter only	l.f.	1
Concrete - curb cut	l.f.	1
Concrete - monolithic curb, gutter and walk	l.f.	1
Concrete - pan	l.f.	1
Concrete - pavement	l.f.	1
Concrete - sidewalk only	l.f.	1
Concrete - valley gutter	l.f.	1
Concrete - wheelchair ramp	l.f.	1
Monitoring well	# wells	2
Other (if none of these categories apply)		6
Pothole for utility locates or pavement design	# potholes	3
Traffic control only - no digging		5
Unpaved	l.f.	1
After Hours Inspection Fee (Evenings and Weekends)	Hour	7
Permit Base Fee	Each Permit	8
Permit Non-Compliance Fee	Each Occurance	9
Re-Inspection Fee	Each Occurance	10

Total permit fee = sum of all the above applicable fees for the job + base fee + applicable use tax

Formula #

1	[$0.25 x l.f.] + $100
2	[number of monitoring wells x $5.00] + $100.00 = fee
3	[number of potholes x $5.00] + $100.00 = fee
4	[number of veritical bores or bore pits x $5.00] + $100.00 = fee
5	$105
6	Calculated on a case-by-case basis.
7	[Number of hours worked x $100.00] = fee (2 Hour minimum @ $100/hour)
8	$100
9	$500 per instance of work occuring without a permit
10	Fee equivalent to fee paid for initial inspection

Tree contractor (arborist) license - one year				$ 25.00
Right of Way Tree Trimming				$ 50.00
Tree sales				$30.00-$60.00
Hauler Licensing (includes decal)				$ 250.00
EV Charging Stations	$0.22 per kwh for the first 30 minutes, then $0.50/minute charge.		per kwh	$ 0.22
Community Gardens				
20' x 20' full plot				$ 75.00
2nd Plot				$ 40.00
3rd plot and subsequent plots			each	$ 25.00
10' x 20' half plots and raised planter boxes				$ 37.50
Rent additional raised planter boxes			each	$ 20.00
Storm Drainage Criteria Manual by Engineering & Utilities				$ 40.00
Engineering Printing				
24 x 36	black/white print			$2.50 each
24 x 36	color print			$5.00 each
36 x 36	black/white print			$6.00 each
36 x 36	color (zoning) map			$6.00 each
72 x 72	city address map black/white	one-day notice required		$26.00 each
72 x 72	city address map color	one-day notice required		$40.00 each

Storm Drainage Fees (monthly) Effective January 1, 2027

	Singe family detached structures	**Multiple family residential structures, commercial, industrial, public properties, churches and schools**
Developed	$16.61 (month)/lot or property	$138.31 (month)/developed acre of impervious surface and $34.58 (month)/acre for grassed landscaped or cultivated surfaces*
Subdivided, Undeveloped	$4.15 (month)/undeveloped lot	$34.58 (month)/undeveloped lot*
Un-subdivided,Undeveloped	$34.58 (month)/undeveloped lot	$34.58 (month)/undeveloped lot*
Vacant and Undisturbed	$3.46 (month)/acre of vacant residential property	$3.46 (month)/acre of vacant residential property*

2027 Schedule of Fees

DEPARTMENT/FEE DESCRIPTION

Sanitary Sewer Service Charges (monthly) Effective January 1, 2027 thru June 30, 2027

Classification A - single-family residential user

Inside city limits	Inside city limits, within a sanitation district	Outside city limits	Outside city limits, Littleton Interceptor
$31.55 (month)	$23.95 (month)	$28.73 (month)	As determined by applicable municipality or quasi-municipal sanitation district

Classification B - multiple-family residential user

Inside city limits	Inside city limits, within a sanitation district	Outside city limits	Outside city limits, Littleton Interceptor
$26.82 (month)	$20.35 (month)	$24.42 (month)	As determined by applicable municipality or quasi-municipal sanitation district

Classification C - commercial user (monthly) Effective January 1, 2027 thru June 30, 2027

Inside city limits
2026's annual bill increased by 5%, 1/12th billed monthly

Outside city limits
2026's annual bill increased by 5%, 1/12th billed monthly

Outside city limits, Littleton Interceptor
As determined by applicable municipality or quasi-municipal sanitation district.

In those instances where the director, in the exercise of his/her discretion, deems the annual water usage not to reasonably reflect the significant industrial user's discharge of wastewater, an agreement may be entered into between the user and the City to establish an adjusted basis upon which the variable for annual water usage shall be used in the formula.

Commercial users identified for inclusion into an applicable Sector Control Program may be charged for the costs incurred by the City for re-inspections due to failure to correct non-compliances or violations identified during a sector control inspection. A fee of $100 may be assessed for each inspection required until completion of violation remedy.

Classification D - Permitted industrial user

Inside city limits
2026's annual bill increased by 5%, 1/12th billed monthly

Outside city limits
2026's annual bill increased by 5%, 1/12th billed monthly

Outside city limits, Littleton Interceptor
As determined by applicable municipality or quasi-municipal sanitation district.

Where SC is a surcharge to cover the added cost of handling and treating additional oxygen demand and total suspended solid wastes considered as "industrial wastes", calculated according to the following formula:

SC = surcharge (in dollars per year) where:

SC + QM x 8.34 ((AOD) x (UCo) + (TSS - 300) x (UCs))

The SC formula utilized the following units of measurement:

DOLLARS/YEAR		GALLONS/YEAR POUNDS/GALLON			MG PER LITRE		DOLLARS/POUND	MILLIGRAMS PER LITRE	DOLLARS/POUND
(SC)	=	QM X 8.34		X	((AOD)	X	(UCo)	(TSS - 300)	X (UCs)

The variables and constraints in the formula are as follows:

QM = Annual volume of sewage discharged to the public sewer (in million gallons per year);
8.34 = Conversion factor (in pounds per gallon);
AOD = Additional oxygen demand strength index (in milligrams per liter);
NOTE: For use in the SC formula, one must first calculate which parameter, either BOD or COD should be used in the determination of the AOD variable. In order to determine this, the following calculations shall be made:

COD/BOD
COD = chemical oxygen demand strength as measured from discharge samples (in milligrams per liter)
BOD = biochemical oxygen demand strength or as measured from discharge samples (in milligrams per liter)

If the calculated ratio of COD/BOD is less than 3.0, then AOD = (BOD - 200)
If the calculated ratio of COD/BOD is greater than or equal to 3.0, then AOD = (COD - 500)

Uco = Unit charge for additional oxygen demand (AOD).
Unit charge =**$0.16** per pound
TSS = Total suspended solids strength or as measured from discharge samples (in milligrams per liter)
UCs = Unit charge for total suspended solids (TSS)
Unit charge = **$0.34** per pound
Trucked & hauled waste fee $0.16/gallon with $0.01 per gallon annual increases through 2030)

Classification E - commercial users not utilizing a municipal water supply

Inside city limits
2026's annual bill increased by 5%, 1/12th billed monthly

Outside city limits
2026's annual bill increased by 5%, 1/12th billed monthly

Sanitary Sewer Service Charges Effective July 1, 2027 thru December 31, 2027

Classification A - single-family residential user

Inside city limits	Inside city limits, within a sanitation district	Outside city limits	Outside city limits, Littleton Interceptor
Customer Charge per bill - $21.06 Treatment per 1,000 gallons - $2.93 Collection per 1,000 gallons - $1.75	Customer Charge per bill - $21.06 Treatment per 1,000 gallons - $2.93 Collection per 1,000 gallons - n/a	Customer Charge per bill - $22.75 Treatment per 1,000 gallons - $3.51 Collection per 1,000 gallons - n/a	As determined by applicable municipality or quasi-municipal sanitation district

Classification B - multiple-family residential user

Inside city limits	Inside city limits, within a sanitation district	Outside city limits	Outside city limits, Littleton Interceptor
Customer Charge per bill - $14.22 Treatment per 1,000 gallons - $2.93 Collection per 1,000 gallons - $1.75	Customer Charge per bill - $14.22 Treatment per 1,000 gallons - $2.93 Collection per 1,000 gallons - n/a	Customer Charge per bill - $17.06 Treatment per 1,000 gallons - $3.51 Collection per 1,000 gallons - n/a	As determined by applicable municipality or quasi-municipal sanitation district

Affordability program for single family and multi-family residential customers may be available if qualified to receive a 40% discount on the customer charge.

Classification C - commercial user

Inside city limits	Inside city limits, within a sanitation district	Outside city limits	Outside city limits, Littleton Interceptor
Customer Charge per bill - $18.96	Customer Charge per bill - $18.96	Customer Charge per bill - $22.75	As determined by applicable municipality or
Treatment per 1,000 gallons - $2.93	Treatment per 1,000 gallons - $2.93	Treatment per 1,000 gallons - $3.51	quasi-municipal sanitation district
Collection per 1,000 gallons - $1.75	Collection per 1,000 gallons - n/a	Collection per 1,000 gallons - n/a	

Outside city limits, Littleton Interceptor
As determined by applicable municipality or quasi-municipal sanitation district.

In those instances where the director, in the exercise of his/her discretion, deems the annual water usage not to reasonably reflect the significant industrial user's discharge of wastewater, an agreement may be entered into between the user and the City to establish an adjusted basis upon which the variable for annual water usage shall be used in the formula.

Commercial users identified for inclusion into an applicable Sector Control Program may be charged for the costs incurred by the City for re-inspections due to failure to correct non-compliances or violations identified during a sector control inspection. A fee of $100 may be assessed for each inspection required until completion of violation remedy.

Classification D - Permitted industrial user

Inside city limits	Inside city limits, within a sanitation district	Outside city limits	Outside city limits, Littleton Interceptor
Customer Charge per bill - $18.96	Customer Charge per bill - $18.96	Customer Charge per bill - $22.75	As determined by applicable municipality or
Treatment per 1,000 gallons - $2.93	Treatment per 1,000 gallons - $2.93	Treatment per 1,000 gallons - $3.51	quasi-municipal sanitation district
Collection per 1,000 gallons - $1.75	Collection per 1,000 gallons - n/a	Collection per 1,000 gallons - n/a	

Outside city limits, Littleton Interceptor
As determined by applicable municipality or quasi-municipal sanitation district.

Where SC is a surcharge to cover the added cost of handling and treating additional oxygen demand and total suspended solid wastes considered as "industrial wastes", calculated according to the following formula:

SC = surcharge (in dollars per year) where:

SC + QM x 8.34 ((AOD) x (UCo) + (TSS - 300) x (UCs))

The SC formula utilized the following units of measurement:

DOLLARS/YEAR		GALLONS/YEAR POUNDS/GALLON			MG PER LITRE		DOLLARS/POUND	MILLIGRAMS PER LITRE	DOLLARS/POUND
(SC)	=	QM	X 8.34	X	((AOD)	X	(UCo)	(TSS - 300)	X (UCs)

The variables and constraints in the formula are as follows:
QM = Annual volume of sewage discharged to the public sewer (in million gallons per year);
8.34 = Conversion factor (in pounds per gallon);
AOD = Additional oxygen demand strength index (in milligrams per liter);
NOTE: For use in the SC formula, one must first calculate which parameter, either BOD or COD should be used in the determination of the AOD variable. In order to determine this, the following calculations shall be made:

COD/BOD
COD = chemical oxygen demand strength as measured from discharge samples (in milligrams per liter)
BOD = biochemical oxygen demand strength or as measured from discharge samples (in milligrams per liter)

If the calculated ratio of COD/BOD is less than 3.0, then AOD = (BOD - 200)
If the calculated ratio of COD/BOD is greater than or equal to 3.0, then AOD = (COD - 500)

Uco = Unit charge for additional oxygen demand (AOD).
Unit charge =**$0.16** per pound
TSS = Total suspended solids strength or as measured from discharge samples (in milligrams per liter)
UCs = Unit charge for total suspended solids (TSS)
Unit charge = **$0.34** per pound
Trucked & hauled waste fee $0.16/gallon with $0.01 per gallon annual increases through 2030)

Classification E - commercial users not utilizing a municipal water supply

Inside city limits	Inside city limits, within a sanitation district	Outside city limits	Outside city limits, Littleton Interceptor
Customer Charge per bill - $18.96	Customer Charge per bill - $18.96	Customer Charge per bill - $22.75	As determined by applicable municipality or
Treatment per 1,000 gallons - $2.93	Treatment per 1,000 gallons - $2.93	Treatment per 1,000 gallons - $3.51	quasi-municipal sanitation district
Collection per 1,000 gallons - $1.75	Collection per 1,000 gallons - n/a	Collection per 1,000 gallons - n/a	

Classification F - Sanitation Districts
Sanitation Districts may be charged for the cost incurred by the City for inspecting Industrial Users included in or added to, based on inspection results, the City's Fats, Oils, and Grease (FOG) or Petroleum Oil, Grease and Sand (POGS) Sector Control Program.

The City may charge $50 per inspection for facilities contributing wastewater to the POTW from locations outside the City boundary.

City of Littleton **Exhibit A**

2027 Schedule of Fees

DEPARTMENT/FEE DESCRIPTION

City Clerk			***Fee***
Open Records Request Fees			
Staff time for research/retrieval is	per hour with the first hour free of charge	$	40.00
Copies (hard copies) are $.25 $1.00 .	per 8.5"x11" page in black/white	$	0.25
(Actual costs are determined for specialty sizes and larger sizes)	per 8.5"x11" color	$	1.00
Document certification by clerk's office		$	35.00
Duplication of audio/video files to disk	per media type	$	5.00

Finance		***Fee***
Insufficient funds for checks/credit cards	$	35.00
Massage Establishment Licensing Fee	$	150.00
Sewer/Storm Utility account transfer fee	$	22.00

Municipal Court		***Fee***
Defensive driving class fee	$	60.00
Defensive driving class missed class/re-schedule fee	$	15.00
-this fee covers direct cost of instructors and supplies		
Bond handling fee (court)	$	10.00

Library						***Fee***
Copies or printing per page	Black/white	$0		Color	$	0.25
LIRC						
Immigration Legal Services						
Naturalization - eligibility screening					$	50.00
Naturalization - filing and follow-up*						$100; $150; $250
Medical Certification for Disability Review					$	100.00
Request for Evidence - complex cases					$	100.00
Representation at the naturalization interview						$100, legal clients only
Immigration Records - FOIA application					$	50.00
Green Card Renewal/Replacement					$	100.00
Certificate of Citizenship					$	200.00
Naturalization Certificate Replacement					$	100.00
Travel Document, Advance Parole, Re-entry Permit					$	100.00
Employment Authorization (Employment Authorization Document)					$	100.00
1 hour consultation, one-time - no legal representation					$	100.00
*Sliding Scale (fees based on household income)						
Education Services						
Citizenship - Tutoring/6 months subscription					$	50.00
International Conversation Circle (in English)						no charge
English - Group Classes/term enrollment					$	100.00
English - Tutoring/6 months subscription					$	50.00

Museum		***Fee***
Museum Group Fees. $2 per person for any school not in LPS or within city limits.	$	2.00

Communications		***Fee***
Film Permits	$	12.00

City of Littleton **Exhibit A**

2027 Schedule of Fees

DEPARTMENT/FEE DESCRIPTION

Police Department			***Fee***
Police reports (additional $.25/page for each page over 10; $25.00 fee to research reports older than 1990)			
Police name check - w/letter	first 10 pages	$	10.00
Crime lab - photos	each 3x5	$	2.50
	8x10	$	10.00
Research Fee	per hour with the first hour free		~~$25~~ $40.00
Crime lab - video tapes		$	30.00
Crime lab - audio tapes		$	30.00
Crime lab - CD/DVD disks		$	30.00
Communications Center - audio tapes	plus $25 for rush	$	30.00
Body Worn Camera (Blurred video) (Non-Refundable Deposit)		$	70.00
Body Worn Camera (each additional hour blurred video)		$	30.00
Media Fee (CD/DVD/Flashdrive) Required for all digital evidence		$	15.00
Sex offender - initial registration		$	75.00
Sex offender - subsequent registration		$	25.00
Crime Data Research & Retrieval per hour (first hour free)		$	40.00
E-Citation Surcharge	$10.00 surcharge per ticket or citation		

Community Development	***Fee***
Short-Term Rental Business Licensing	
STR Business License - upon application and annually thereafter	$ 200.00

	Application Type	Qualifyer	Community Development Fee
Subdivision	Administrative Plat		
		10 acres or more	$6,000
		Over 1 acre but less than 10 acres	$4,750
		1 acre or less	$3,250
		Condominium Plat	$1,750
	Preliminary Plat		
		10 acres or more	$8,000
		Over 1 acre but less than 10 acres	$6,250
		1 acre or less	$4,750
	Final Plat		
		10 acres or more	$4,750
		Over 1 acre but less than 10 acres	$3,000
		1 acre or less	$1,750
	Vacation Plat		
		Whole plat	$3,000
		Right-of-Way Only	$3,500
		Easement	$2,750
	Technical Correction		
		Per Sheet	$750
Site Plan / Rezoning	Abbreviated Site Plan		
		Over 1 acre	$3,500
		1 acre or less	$2,500
	Site Plan		
		10 acres or more	$15,500
		Over 1 acre but less than 10 acres	$12,250
		1 acre or less	$9,250
	Master Development Plan (Conceptual)		
		10 acres or more	$8,500
		Over 1 acre but less than 10 acres	$6,500
		1 acre or less	$4,250
	Master Development Plan (Detailed)		
		10 acres or more	$17,750
		Over 1 acre but less than 10 acres	$14,750
		1 acre of less	$11,250
	Minor Plan Amendment		$2,750
	Major Plan Amendment		
		10 acres or more	$5,500
		Over 1 acre but less than 10 acres	$3,750
		1 acre or less	$2,500
	Zoning Certificate		$100
	Rezoning/Zoning Map Amendment		$2,000
	Master Sign Plan		$3,500

2027 Schedule of Fees

DEPARTMENT/FEE DESCRIPTION			
	Future Land Use and Character Map Amendment		$2,000
	Pre-application meeting		
		Residential	$100
		Commercial	$100
Historic Preservation	Historic District Designation		
		No Owner Consent 10 or fewer properties	$1,750
		No Owner Consent more than 10 properties	$2,250
	Landmark Designation		
		No Owner Consent	$2,500
	Certificate of Demolition		$750
	Tax Credit Application	Projects costing less than $15,000	$0
		Projects costing $15,000 to $49,999.99	$250
		Projects costing $50,000 to $99,999.99	$500
		Projects costing more than $100,000	$750
Variances/Appeals	Variance		
		Not Resulting from a Code Citation	$2,250
		Resulting from a Code Citation	$4,500
	Administrative Adjustment/Adaptive Reuse		
		Not Resulting from a Code Citation	$300
		Resulting from a Code Citation	$4,000
	Appeal		
		Administrative Decision	$1,750
		Public Hearing Decision	$2,750
Floodplain	Floodplain Development Permit		$1,750
Engineering/Agreements	Grading Permits	10 acres or more	$3,000
		Over 1 acre but less than 10	$1,000
		1 acre or less	$300
	Construction Plans		
		10 acres or more	$29,250
		Over 1 acre but less than 10	$26,250
		1 acre or less	$18,500
	Subdivision Improvement Agreement		
		New	$3,250
		Amended	$2,500
	Drainage Report		
		10 acres or more	$3,500
		Over 1 acre but less than 10	$2,750
		1 acre or less	$2,250
	Traffic/Trip Generation Letter		$450
	Traffic Impact Study		
		10 acres or more	$3,500
		Over 1 acre but less than 10	$2,250
		1 acre or less	$1,000
	Access Permit		$1,250
	Vested Property Rights Agreement		$2,000
	Easement/Warantee Deed/Revocable License		$2,000
Use	Conditional Use Permit		
		With Site Plan	$8,250
		Without Site Plan	$6,000
	Temporary Use Permit		$350
	~~Home Occupation~~		~~$100~~
Miscellaneous	Wireless Communication Facility	With Conditional Use	$2,250
		Eligible Facility Request	$2,250
		Public ROW Small Cell	$3,500
	Master Licensing Agreement		$2,000
	Addressing	21 addresses or more	$1,250
		6 to 20 addresses	$350
		1 to 5 addresses	$100
	Written Interpretation		$750
	Zoning Verification Letter	Simple	$200
		Complex	$450
	Deannexation / Annexation / Initial Zoning		
		10 acres or more	$19,000
		Over 1 acre but less than 10 acres	$10,500
		1 acre or less	$6,250

DEPARTMENT/FEE DESCRIPTION			
	Amplified Sound		
		Commercial	$75
		Residential	$50
Contractor Licensing	ICC Test		
		Class A	$100
		Class B	$100
		Class C	$100
		Class D (Specialty)	$100
	Class M (Municipal ROW)		$400
	State Lic		
		Plumbing	$50
		Electrical	$50
		Arborist	$150

Fees are based on three rounds of review.
4th review = 50% of initial fees, 5+ review = 25% of initial fees.

Inclusionary Housing Ordinance (IHO): Fee In Lieu

Prototype	Total Development Cost (TDC) per unit		75% of TDC (20 or more units)		50% of TDC (5-19 units)	
Affordable For-Sale Units	~~$403,650~~	$419,393	~~$302,738~~	$314,544	~~$201,825~~	$209,696
Affordable Rental Units	~~$370,520~~	$384,970	~~$277,890~~	$288,728	~~$185,260~~	$192,486

Building Permit Plan Review and Inspection Fees	65% of permit fee		
Plan Review			
Expedited plan reviews when requested by architect, owner, or builder	Double the normal review fee		
Review of plan revisions or resubmittals	$160 for minumum first two (2) hours $80/hour for each hour thereafter		
Plan reviews of one and two-family and townhouse residential projects for which Master Plans have been reviewed and approved		$	350.00
Investigation (work without a permit)	Double the permit fee		
Inspection (normal business hours)	$80/hour		
Inspection (outside normal business hours)	$160 minimum paid in advance ($80/hour after two hours)		
Re-inspection (when failed a third time and each time failed thereafter)		$	80.00
Temporary Certificate of Occupancy			$400 first issuance $200 each renewal
Rental property annual license			
3-25 units	per property	$	75.00
26 or more units	per property	$	125.00
Special Events			
Application fee for organizations qualified for exemption from the payment of city sales and use taxes		$	50.00
Application fee for all other organizations		$	75.00

Building Permits TOTAL VALUATION		
$1 - $500.00	$	25.85
$500.01 - $2,000.00	$25.85 for the first $500 plus $3.35 for each additional $100 or fraction thereof, to and including $2,000.00	
$2,000.01 - $25,000.00	$76.17 for the first $2,000 plus $15.40 for each additional $1,000 or fraction thereof, to and including $25,000.00	
$25,000.01 - $50,000.00	$430.37 for the first $25,000 plus $11.11 for each additional $1,000 or fraction thereof, to and including $50,000.00	
$50,000.01 - $100,000.00	$708.12 for the first $50,000 plus $7.70 for each additional $1,000 or fraction thereof, to and including $100,000.00	
$100,000.01 - $500,000.00	$1,093.12 for the first $100,000 plus $6.16 for each additional $1,000 or fraction thereof, to and including $500,000.00	
$500,000.01 - $1,000,000.00	$3,557.12 for the first $500,000 plus $5.23 for each additional $1,000 or fraction thereof, to and including $1,000,000.00	
Greater than $1,000,000.00	$6,172.12 for the first $1,000,000 plus $4.02 for each additional $1,000 or fraction thereof	

Residential Fence Permit	$	100.00
Outdoor merchandise display		No Fee

2027 Schedule of Fees

DEPARTMENT/FEE DESCRIPTION

Public Works ***Fee***

Permit fee calculation formulas for excavation in the public right-of-way

Construction Type - Inspection Fee	Units - Only includes portion in R.O.W. (l.f. = linear feet)	Fee Calculation Formula - number shown below
Asphalt	l.f.	1
Bore - bore pits	# of bore pits	4
Bore - horizontal	l.f.	1
Bore - vertical	l.f.	4
Concrete - apron	l.f.	1
Concrete - chase section	l.f.	1
Concrete - curb and gutter only	l.f.	1
Concrete - curb cut	l.f.	1
Concrete - monolithic curb, gutter and walk	l.f.	1
Concrete - pan	l.f.	1
Concrete - pavement	l.f.	1
Concrete - sidewalk only	l.f.	1
Concrete - valley gutter	l.f.	1
Concrete - wheelchair ramp	l.f.	1
Monitoring well	# wells	2
Other (if none of these categories apply)		6
Pothole for utility locates or pavement design	# potholes	3
Traffic control only - no digging		5
Unpaved	l.f.	1
After Hours Inspection Fee (Evenings and Weekends)	Hour	7
Permit Base Fee	Each Permit	8
Permit Non-Compliance Fee	Each Occurance	9
Re-Inspection Fee	Each Occurance	10

Total permit fee = sum of all the above applicable fees for the job + base fee + applicable use tax

Formula #

1	[$0.25 x l.f.] + $100
2	[number of monitoring wells x $5.00] + $100.00 = fee
3	[number of potholes x $5.00] + $100.00 = fee
4	[number of veritical bores or bore pits x $5.00] + $100.00 = fee
5	$105
6	Calculated on a case-by-case basis.
7	[Number of hours worked x $100.00] = fee (2 Hour minimum @ $100/hour)
8	$100
9	$500 per instance of work occuring without a permit
10	Fee equivalent to fee paid for initial inspection

Tree contractor (arborist) license - one year			$	25.00
Right of Way Tree Trimming			$	50.00
Tree sales				$30.00-$60.00
Hauler Licensing (includes decal)			$	250.00
EV Charging Stations	$0.22 per kwh for the first 30 minutes, then $0.50/minute charge.	per kwh	$	0.22
Community Gardens				
20' x 20' full plot			$	75.00
2nd Plot			$	40.00
3rd plot and subsequent plots		each	$	25.00
10' x 20' half plots and raised planter boxes			$	37.50
Rent additional raised planter boxes		each	$	20.00
~~Pea Patch~~				
~~Per garden~~			~~$~~	~~50.00~~
~~Up to five boxed gardens~~			~~$~~	~~20.00~~
Storm Drainage Criteria Manual by Engineering & Utilities			$	40.00
Engineering Printing				
24 x 36	black/white print			$2.50 each
24 x 36	color print			$5.00 each
36 x 36	black/white print			$6.00 each
36 x 36	color (zoning) map			$6.00 each
72 x 72	city address map black/white	one-day notice required		$26.00 each
72 x 72	city address map color	one-day notice required		$40.00 each

Storm Drainage Fees (~~annual~~ monthly) Effective January 1, 2027

	Singe family detached structures	**Multiple family residential structures, commercial, industrial, public properties, churches and schools**
Developed	~~$124.54~~ $200 (annual) $16.61 (month)/lot or property	~~$1,037.31~~ $1,660 (annual) $138.31 (month)/developed acre of impervious surface and ~~$259.33~~ $415 (annual) $34.58 (month)/acre for grassed landscaped or cultivated surfaces*
Subdivided, Undeveloped	~~$31.12~~ $50 (annual) $4.15 (month)/undeveloped lot	~~$259.33 $415 (annual)~~ $34.58 (month)/undeveloped lot*
Un-subdivided,Undeveloped	~~$259.33~~ $415 (annual) $34.58 (month)/undeveloped lot	~~$259.33 $415 (annual)~~ $34.58 (month)/undeveloped lot*
Vacant and Undisturbed	~~$25.95~~ $42 (annual) $3.46 (month)/acre of vacant residential property	~~$25.95~~ $42 (annual) $3.46 (month)/acre of vacant residential property*

2027 Schedule of Fees

DEPARTMENT/FEE DESCRIPTION

Sanitary Sewer Service Charges ~~(annually)~~ (monthly) Effective January 1, 2027 thru June 30, 2027

Classification A - single-family residential user

Inside city limits	Inside city limits, within a sanitation district	Outside city limits	Outside city limits, Littleton Interceptor
~~$360.57~~ (annual) $31.55 (month)	~~$273.66 (annual)~~ $23.95 (month)	~~$328.37 (annual)~~ $28.73 (month)	As determined by applicable municipality or quasi-municipal sanitation district

Classification B - multiple-family residential user

Inside city limits	Inside city limits, within a sanitation district	Outside city limits	Outside city limits, Littleton Interceptor
~~$306.46 (annual)~~ $26.82 (month)	~~$232.59 (annual)~~ $20.35 (month)	~~$279.09 (annual)~~ $24.42 (month)	As determined by applicable municipality or quasi-municipal sanitation district

Classification C - commercial user ~~(annually)~~ (monthly) Effective January 1, 2027 thru June 30, 2027

Inside city limits

~~Annual water usage volume $6.62 per 1,000 gallons = sewer service charge –~~ 2026's annual bill increased by 5%, 1/12th billed monthly ~~(minimum annual charge of $148.55 per user)~~

Outside city limits

~~Annual water usage volume x $3.61 per 1,000 gallons = sewer service charge –~~ 2026's annual bill increased by 5%, 1/12th billed monthly ~~(minimum annual charge of $178.23 per user)~~

Outside city limits, Littleton Interceptor

As determined by applicable municipality or quasi-municipal sanitation district.

In those instances where the director, in the exercise of his/her discretion, deems the annual water usage not to reasonably reflect the significant industrial user's discharge of wastewater, an agreement may be entered into between the user and the City to establish an adjusted basis upon which the variable for annual water usage shall be used in the formula.

Commercial users identified for inclusion into an applicable Sector Control Program may be charged for the costs incurred by the City for re-inspections due to failure to correct non-compliances or violations identified during a sector control inspection. A fee of $100 may be assessed for each inspection required until completion of violation remedy.

Classification D - Permitted industrial user

Inside city limits

~~(Annual water usage volume x $6.62 per 1,000 gallons) + SC = sewer service charge –~~ 2026's annual bill increased by 5%, 1/12th billed monthly ~~(minimum annual charge of $148.55 per user)~~

Outside city limits

~~(Annual water usage volume x $3.61 per 1,000 gallons) + SC = sewer service charge –~~ 2026's annual bill increased by 5%, 1/12th billed monthly ~~(minimum annual charge of $178.23 per user)~~

Outside city limits, Littleton Interceptor

As determined by applicable municipality or quasi-municipal sanitation district.

Where SC is a surcharge to cover the added cost of handling and treating additional oxygen demand and total suspended solid wastes considered as "industrial wastes", calculated according to the following formula:

SC = surcharge (in dollars per year) where:

SC + QM x 8.34 ((AOD) x (UCo) + (TSS - 300) x (UCs))

The SC formula utilized the following units of measurement:

DOLLARS/YEAR		GALLONS/YEAR POUNDS/GALLON		MG PER LITRE		DOLLARS/POUND	MILLIGRAMS PER LITRE	DOLLARS/POUND
(SC)	=	QM X 8.34	X	((AOD)	X	(UCo)	(TSS - 300)	X (UCs)

The variables and constraints in the formula are as follows:

QM = Annual volume of sewage discharged to the public sewer (in million gallons per year);
8.34 = Conversion factor (in pounds per gallon);
AOD = Additional oxygen demand strength index (in milligrams per liter);
NOTE: For use in the SC formula, one must first calculate which parameter, either BOD or COD should be used in the determination of the AOD variable. In order to determine this, the following calculations shall be made:

COD/BOD

COD = chemical oxygen demand strength as measured from discharge samples (in milligrams per liter)
BOD = biochemical oxygen demand strength or as measured from discharge samples (in milligrams per liter)

If the calculated ratio of COD/BOD is less than 3.0, then AOD = (BOD - 200)
If the calculated ratio of COD/BOD is greater than or equal to 3.0, then AOD = (COD - 500)

Uco = Unit charge for additional oxygen demand (AOD).
Unit charge =**$0.16** per pound
TSS = Total suspended solids strength or as measured from discharge samples (in milligrams per liter)
UCs = Unit charge for total suspended solids (TSS)
Unit charge = **$0.34** per pound
Trucked & hauled waste fee ~~$0.15~~ $0.16/gallon with $0.01 per gallon annual increases through 2030)

Classification E - commercial users not utilizing a municipal water supply

Inside city limits

~~Annual charge of $148.55 per user –~~ 2026's annual bill increased by 5%, 1/12th billed monthly

Outside city limits

~~Annual charge of $178.23 per user –~~ 2026's annual bill increased by 5%, 1/12th billed monthly

Sanitary Sewer Service Charges Effective July 1, 2027 thru December 31, 2027

Classification A - single-family residential user

Inside city limits	Inside city limits, within a sanitation district	Outside city limits	Outside city limits, Littleton Interceptor
Customer Charge per bill - $21.06	Customer Charge per bill - $21.06	Customer Charge per bill - $22.75	As determined by applicable municipality or quasi-municipal sanitation district
Treatment per 1,000 gallons - $2.93	Treatment per 1,000 gallons - $2.93	Treatment per 1,000 gallons - $3.51	
Collection per 1,000 gallons - $1.75	Collection per 1,000 gallons - n/a	Collection per 1,000 gallons - n/a	

Classification B - multiple-family residential user

Inside city limits	Inside city limits, within a sanitation district	Outside city limits	Outside city limits, Littleton Interceptor
Customer Charge per bill - $14.22	Customer Charge per bill - $14.22	Customer Charge per bill - $17.06	As determined by applicable municipality or quasi-municipal sanitation district
Treatment per 1,000 gallons - $2.93	Treatment per 1,000 gallons - $2.93	Treatment per 1,000 gallons - $3.51	
Collection per 1,000 gallons - $1.75	Collection per 1,000 gallons - n/a	Collection per 1,000 gallons - n/a	

DEPARTMENT/FEE DESCRIPTION

Affordability program for single family and multi-family residential customers may be available if qualified to receive a 40% discount on the customer charge.

Classification C - commercial user

Inside city limits	Inside city limits, within a sanitation district	Outside city limits	Outside city limits, Littleton Interceptor
Customer Charge per bill - $18.96	Customer Charge per bill - $18.96	Customer Charge per bill - $22.75	As determined by applicable municipality or
Treatment per 1,000 gallons - $2.93	Treatment per 1,000 gallons - $2.93	Treatment per 1,000 gallons - $3.51	quasi-municipal sanitation district
Collection per 1,000 gallons - $1.75	Collection per 1,000 gallons - n/a	Collection per 1,000 gallons - n/a	

Outside city limits, Littleton Interceptor
As determined by applicable municipality or quasi-municipal sanitation district.

In those instances where the director, in the exercise of his/her discretion, deems the annual water usage not to reasonably reflect the significant industrial user's discharge of wastewater, an agreement may be entered into between the user and the City to establish an adjusted basis upon which the variable for annual water usage shall be used in the formula.

Commercial users identified for inclusion into an applicable Sector Control Program may be charged for the costs incurred by the City for re-inspections due to failure to correct non-compliances or violations identified during a sector control inspection. A fee of $100 may be assessed for each inspection required until completion of violation remedy.

Classification D - Permitted industrial user

Inside city limits	Inside city limits, within a sanitation district	Outside city limits	Outside city limits, Littleton Interceptor
Customer Charge per bill - $18.96	Customer Charge per bill - $18.96	Customer Charge per bill - $22.75	As determined by applicable municipality or
Treatment per 1,000 gallons - $2.93	Treatment per 1,000 gallons - $2.93	Treatment per 1,000 gallons - $3.51	quasi-municipal sanitation district
Collection per 1,000 gallons - $1.75	Collection per 1,000 gallons - n/a	Collection per 1,000 gallons - n/a	

Outside city limits, Littleton Interceptor
As determined by applicable municipality or quasi-municipal sanitation district.

Where SC is a surcharge to cover the added cost of handling and treating additional oxygen demand and total suspended solid wastes considered as "industrial wastes", calculated according to the following formula:

SC = surcharge (in dollars per year) where:

SC + QM x 8.34 ((AOD) x (UCo) + (TSS - 300) x (UCs))

The SC formula utilized the following units of measurement:

DOLLARS/YEAR		GALLONS/YEAR POUNDS/GALLON			MG PER LITRE		DOLLARS/POUND	MILLIGRAMS PER LITRE	DOLLARS/POUND
(SC)	=	QM	X 8.34	X	((AOD)	X	(UCo)	(TSS - 300)	X (UCs)

The variables and constraints in the formula are as follows:
QM = Annual volume of sewage discharged to the public sewer (in million gallons per year);
8.34 = Conversion factor (in pounds per gallon);
AOD = Additional oxygen demand strength index (in milligrams per liter);
NOTE: For use in the SC formula, one must first calculate which parameter, either BOD or COD should be used in the determination of the AOD variable. In order to determine this, the following calculations shall be made:

COD/BOD
COD = chemical oxygen demand strength as measured from discharge samples (in milligrams per liter)
BOD = biochemical oxygen demand strength or as measured from discharge samples (in milligrams per liter)

If the calculated ratio of COD/BOD is less than 3.0, then AOD = (BOD - 200)
If the calculated ratio of COD/BOD is greater than or equal to 3.0, then AOD = (COD - 500)

Uco = Unit charge for additional oxygen demand (AOD).
Unit charge =**$0.16** per pound
TSS = Total suspended solids strength or as measured from discharge samples (in milligrams per liter)
UCs = Unit charge for total suspended solids (TSS)
Unit charge = **$0.34** per pound
Trucked & hauled waste fee ~~$0.15~~ $0.16/gallon with $0.01 per gallon annual increases through 2030)

Classification E - commercial users not utilizing a municipal water supply

Inside city limits	Inside city limits, within a sanitation district	Outside city limits	Outside city limits, Littleton Interceptor
Customer Charge per bill - $18.96	Customer Charge per bill - $18.96	Customer Charge per bill - $22.75	As determined by applicable municipality or
Treatment per 1,000 gallons - $2.93	Treatment per 1,000 gallons - $2.93	Treatment per 1,000 gallons - $3.51	quasi-municipal sanitation district
Collection per 1,000 gallons - $1.75	Collection per 1,000 gallons - n/a	Collection per 1,000 gallons - n/a	

Classification F - Sanitation Districts
Sanitation Districts may be charged for the cost incurred by the City for inspecting Industrial Users included in or added to, based on inspection results, the City's Fats, Oils, and Grease (FOG) or Petroleum Oil, Grease and Sand (POGS) Sector Control Program.

The City may charge $50 per inspection for facilities contributing wastewater to the POTW from locations outside the City boundary.

City of Littleton **Exhibit A**

2027 Schedule of Fees

DEPARTMENT/FEE DESCRIPTION

City Clerk			***Fee***
Open Records Request Fees			
Staff time for research/retrieval is	per hour with the first hour free of charge	$	40.00
Copies (hard copies) are $.25 $1.00 .	per 8.5"x11" page in black/white	$	0.25
(Actual costs are determined for specialty sizes and larger sizes)	per 8.5"x11" color	$	1.00
Document certification by clerk's office		$	35.00
Duplication of audio/video files to disk	per media type	$	5.00

Finance		***Fee***
Insufficient funds for checks/credit cards	$	35.00
Massage Establishment Licensing Fee	$	150.00
Sewer/Storm Utility account transfer fee	$	22.00

Municipal Court		***Fee***
Defensive driving class fee	$	60.00
Defensive driving class missed class/re-schedule fee	$	15.00
-this fee covers direct cost of instructors and supplies		
Bond handling fee (court)	$	10.00

Library						***Fee***
Copies or printing per page	Black/white	$0		Color	$	0.25
LIRC						
Immigration Legal Services						
Naturalization - eligibility screening					$	50.00
Naturalization - filing and follow-up*						$100; $150; $250
Medical Certification for Disability Review					$	100.00
Request for Evidence - complex cases					$	100.00
Representation at the naturalization interview						$100, legal clients only
Immigration Records - FOIA application					$	50.00
Green Card Renewal/Replacement					$	100.00
Certificate of Citizenship					$	200.00
Naturalization Certificate Replacement					$	100.00
Travel Document, Advance Parole, Re-entry Permit					$	100.00
Employment Authorization (Employment Authorization Document)					$	100.00
1 hour consultation, one-time - no legal representation					$	100.00
*Sliding Scale (fees based on household income)						
Education Services						
Citizenship - Tutoring/6 months subscription					$	50.00
International Conversation Circle (in English)						no charge
English - Group Classes/term enrollment					$	100.00
English - Tutoring/6 months subscription					$	50.00

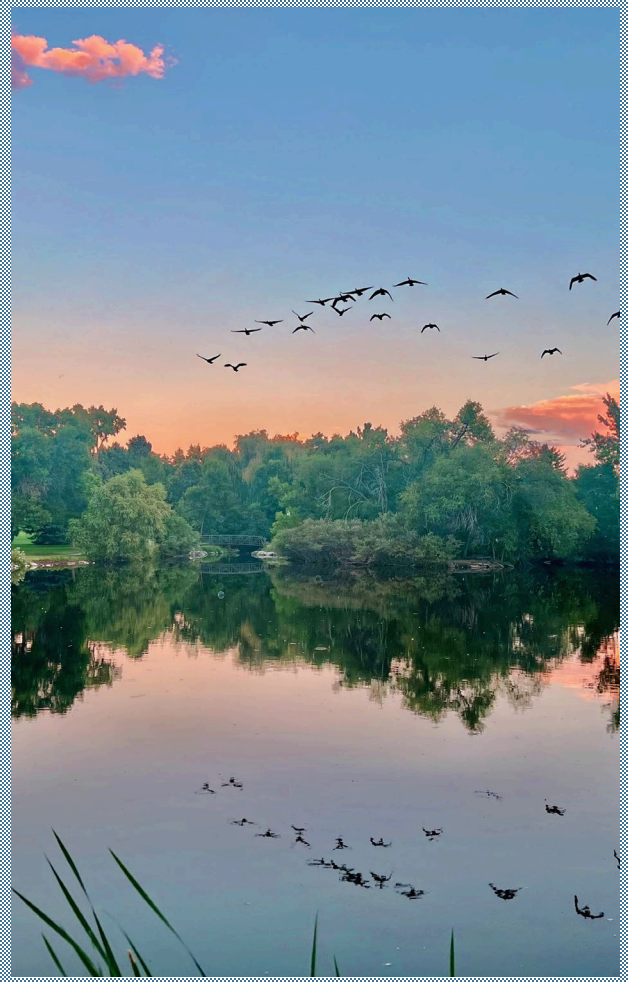
Museum		***Fee***
Museum Group Fees. $2 per person for any school not in LPS or within city limits.	$	2.00

Communications		***Fee***
Film Permits	$	12.00

2027 SCHEDULE OF FEES

Laurie Matta, Finance Director

NOVEMBER 17, 2026



Littleton Colorado

CITY REVENUE POLICY & FEE SCHEDULE

Revenue Policy

- Adopted in 2018 & amended in 2023
- City fees are to recapture cost of providing services
- On a regular basis, cost of services study to determine full cost of recovery levels
- Study is used to compare current fee structure and recommend adjustments presented to City Council

Fee Schedule

- Adopted annually
- 2026 Fee Schedule adopted on October 21, 2025
- Utility rate study for wastewater and stormwater funds completed in 2026

Littleton

2027 RECOMMENDED CHANGES

- Wastewater Utility Fees
- Stormwater Utility Fees
- Affordable Housing Fee-in-lieu (CPI Increase)
- Trucked & hauled waste fee (annual 1 cent increase)
- Police Research Fee to match public records request rate
- Remove Home Occupation fee
- Add Hauler licensing fee, EV Charging Stations, Massage Parlor
- Update Community Garden Fees

Littleton

Utility Rate Study

Littleton

Financial plan and rate structure summary

Important Dates

City Council meetings
- March 10
- May 12
- August 11
- October 6

Connector Meeting
- August 25

Open House
- August 26

Public Webinar
- September 3

Sewer financial plan revenue increases
- 2027: **15% (Fixed Jan. to June; AWC July to Dec.)**
- 2028: 25%
- 2029 – 2035: 5%

Storm drainage financial plan increases
- 2027: 60%
- 2028: 60%
- 2029 – 2035: 5%

Sewer ‘flexible’ rate structure
- Includes a monthly service charge plus a volume rate
  - Residential/multifamily volume:
    - Based on average winter consumption
  - Commercial volume:
    - Based on actual water usage

Storm drainage rate structure
- No change from current
- Based on lot size, impervious and/or pervious area

Littleton

Considerations of phased sewer rate implementation

- Reduces revenue collected from rates in 2027 by about $2 million
- May require adjustment to project timelines in maintenance & capital programs
- Allows more time for outreach & public education
- Allows staff time for software system upgrade and configuration
- Allows residential customers to conserve water from January through March before flexible rate structure starts
- Allows for commercial customers to plan for needed budget adjustments

Littleton

Proposed Utility Rates

Littleton

2027 proposed fixed rate structure

applies to all customers January 1st to June 30th, 2027

City of Littleton		Customers in City, Served by a District		Outside City	
Residential		**Residential**		**Residential**	
Customer Charge, $ per Bill	$31.55	Customer Charge, $ per Bill	$23.95	Customer Charge, $ per Bill	$28.73
Multifamily		**Multifamily**		**Multifamily**	
Customer Charge, $ per Bill	$26.82	Customer Charge, $ per Bill	$20.35	Customer Charge, $ per Bill	$24.42

Commercial & industrial customers will be billed monthly based on their 2026 annual bill increased by 5% & divided by 12

Littleton

2027 proposed flexible rate structure

applies to all customers starting July 1st, 2027

City of Littleton *with assistance program* **	
Residential	
Customer Charge, $ per Bill	**$21.06**
Treatment, $ per 1,000 gallons	$2.93
Collection, $ per 1,000 gallons	$1.75
Multifamily	
Customer Charge, $ per Bill	$14.22
Treatment, $ per 1,000 gallons	$2.93
Collection, $ per 1,000 gallons	$1.75
Commercial	
Customer Charge, $ per Bill	$18.96
Treatment, $ per 1,000 gallons	$2.93
Collection, $ per 1,000 gallons	$1.75

In City, Served by a District *with assistance program* **	
Residential	
Customer Charge, $ per Bill	**$21.06**
Treatment, $ per 1,000 gallons	$2.93
Collection, $ per 1,000 gallons	N/A
Multifamily	
Customer Charge, $ per Bill	$14.22
Treatment, $ per 1,000 gallons	$2.93
Collection, $ per 1,000 gallons	N/A
Commercial	
Customer Charge, $ per Bill	$18.96
Treatment, $ per 1,000 gallons	$2.93
Collection, $ per 1,000 gallons	N/A

Outside City	
Residential	
Customer Charge, $ per Bill	$22.75
Treatment, $ per 1,000 gallons	$3.51
Collection, $ per 1,000 gallons	N/A
Multifanily	
Customer Charge, $ per Bill	$17.06
Treatment, $ per 1,000 gallons	$3.51
Collection, $ per 1,000 gallons	N/A
Commercial	
Customer Charge, $ per Bill	$22.75
Treatment, $ per 1,000 gallons	$3.51
Collection, $ per 1,000 gallons	N/A

Affordability program proposed to provide a 33% discount on base customer charge of $18.96

Littleton

Storm drainage
Existing and proposed rates

- Existing rates are assessed annually
- Multifamily and nonresidential developed properties fee includes a charge for:
  - Impervious surfaces (parking lots, roofs, etc.)
  - Pervious surfaces (grass, gravel, permeable payment)
- Different charges for developed and undeveloped parcels

  Different charge for unsubdivided and subdivided parcel
- Stormwater rates increased 40% from 2021 to 2022, 15% from 2022 to 2023, and 5% per year since.

Description	Single Family Detached Structures		Multifamily Residential, Commercial, Industrial, Public
	$ per lot or property		$ per developed acre of IA
	2026	$10.38	2026 $86.44
	2027	$16.61	2027 $138.31
	Inc/(Dec)	***$6.23***	***Inc/(Dec)*** ***$51.87***
			$ per acre of pervious area
			2026 $21.61
			2027 $34.58
Developed			***Inc/(Dec)*** ***$12.97***
	$ per undeveloped lot		$ per undeveloped lot
	2026	$2.59	2026 $21.61
	2027	$4.15	2027 $34.58
Subdivided/ Undeveloped	***Inc/(Dec)***	***$1.56***	***Inc/(Dec)*** ***$12.97***
	$ per undeveloped lot		$ per undeveloped lot
	2026	$21.61	2026 $21.61
	2027	$34.58	2027 $34.58
Undivided/ Undeveloped	***Inc/(Dec)***	***$12.97***	***Inc/(Dec)*** ***$12.97***
	$ per acre of vacant res property		$ per acre of vacant res property
	2026	$2.16	2026 $2.16
	2027	$3.46	2027 $3.46
Vacant and Undisturbed	***Inc/(Dec)***	***$1.30***	***Inc/(Dec)*** ***$1.30***

Monthly Bill Comparisons

Littleton

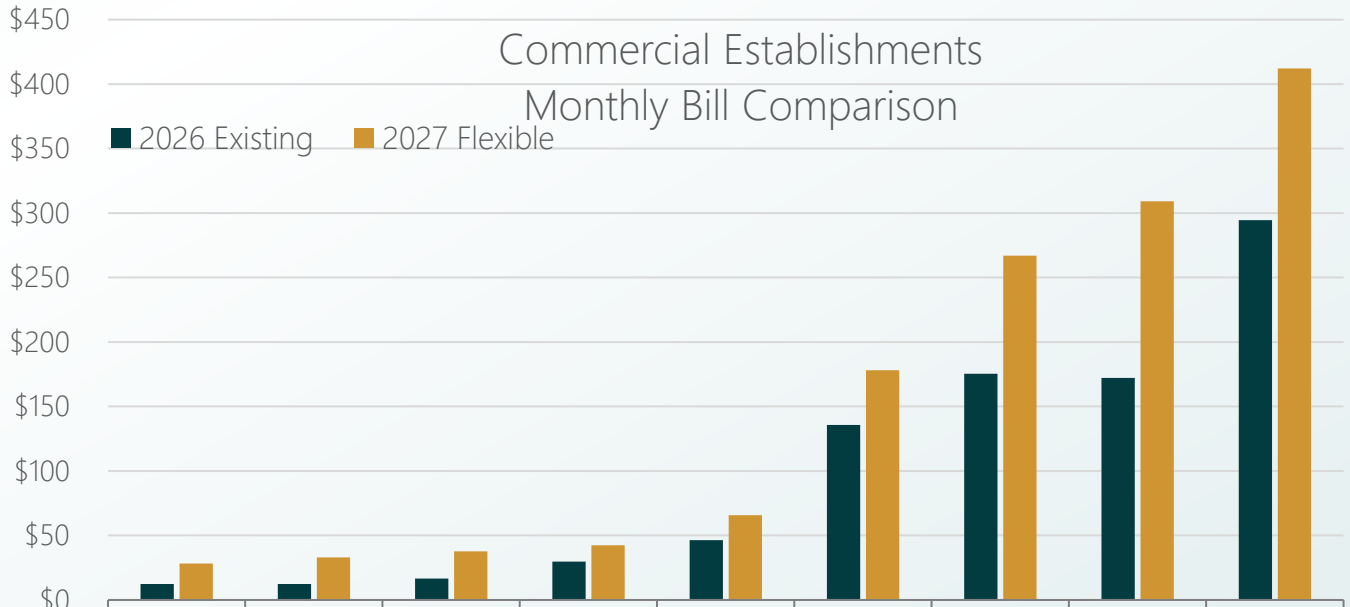
2027 Inside City single family residential customer bill

- Proposed rates exclude financial plan adjustments and generate the same revenue as existing rates.
- Most residential customer's winter volume averages 3,000 to 4,000 gallons per month
- Recovers collection and treatment costs
- Average winter consumption will be recalibrated annually based on most recent billing information



2027 Inside City commercial customer examples

- Current fixed rate structure is based on customer's lowest bimonthly use
- Lowest bimonthly use may understate wastewater flows for some commercial customers.
- 2027 flexible structure bills customers are billed on actual water use
- Under 2027 flexible, customers with consistent year-round water use are expected to see little or no change, while those with greater seasonal variation are more likely to see an increase.



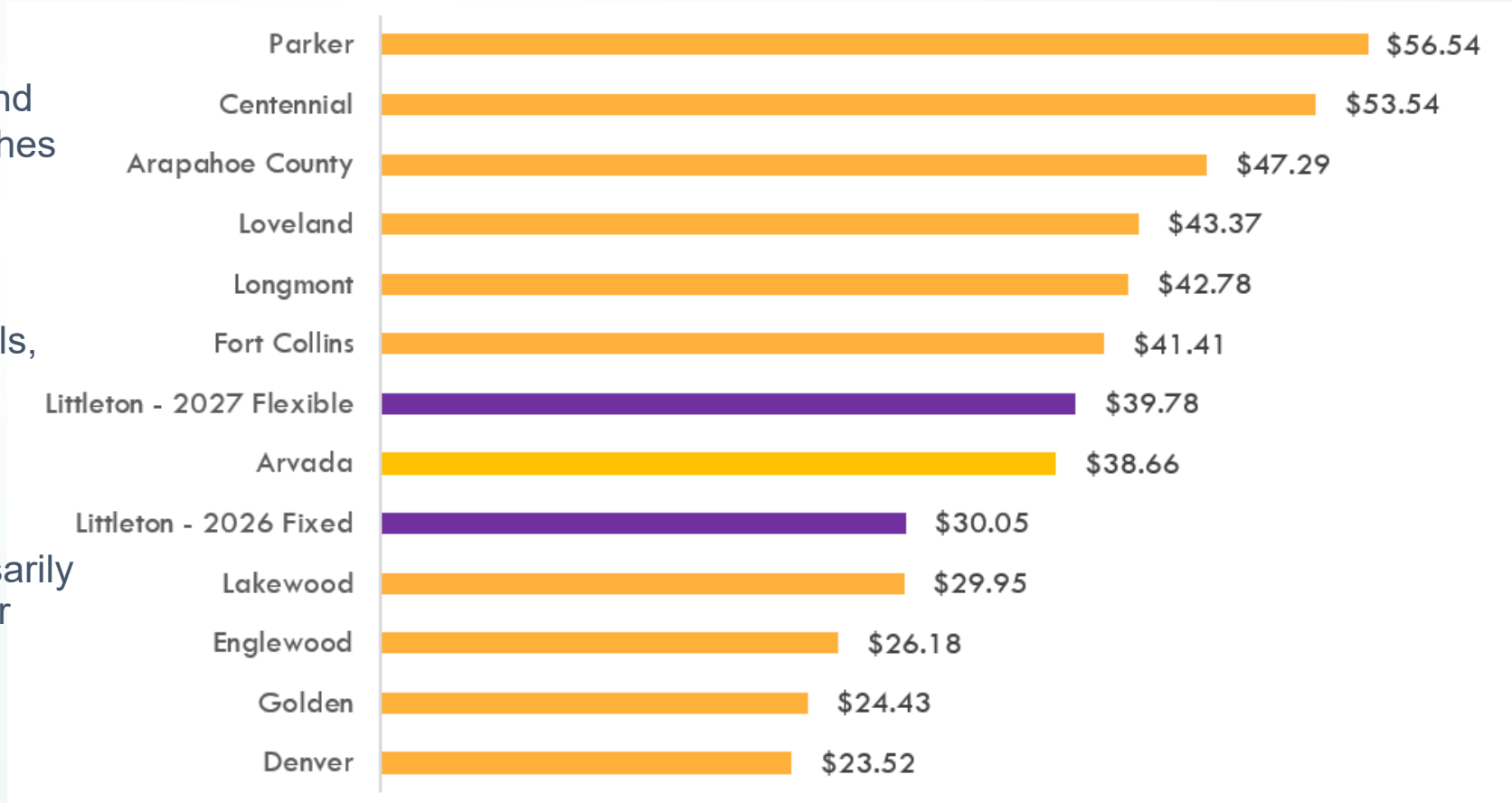
	Auto Parts Store	Oil Change	Bank	Convenience Store	Local Brew Pub	Grocery Store	School	Fast Food Restaurant	Sit Down Restaurant
2026 Existing	$12.38	$12.38	$16.55	$29.79	$46.34	$135.71	$175.43	$172.12	$294.59
2027 Flexible	$28.32	$33.00	$37.68	$42.36	$65.76	$178.08	$267.00	$309.12	$412.08

Littleton

Sewer rates - utility survey
Average single family (inside city) - starting 7/1/27

Why sewer rates differ among utilities

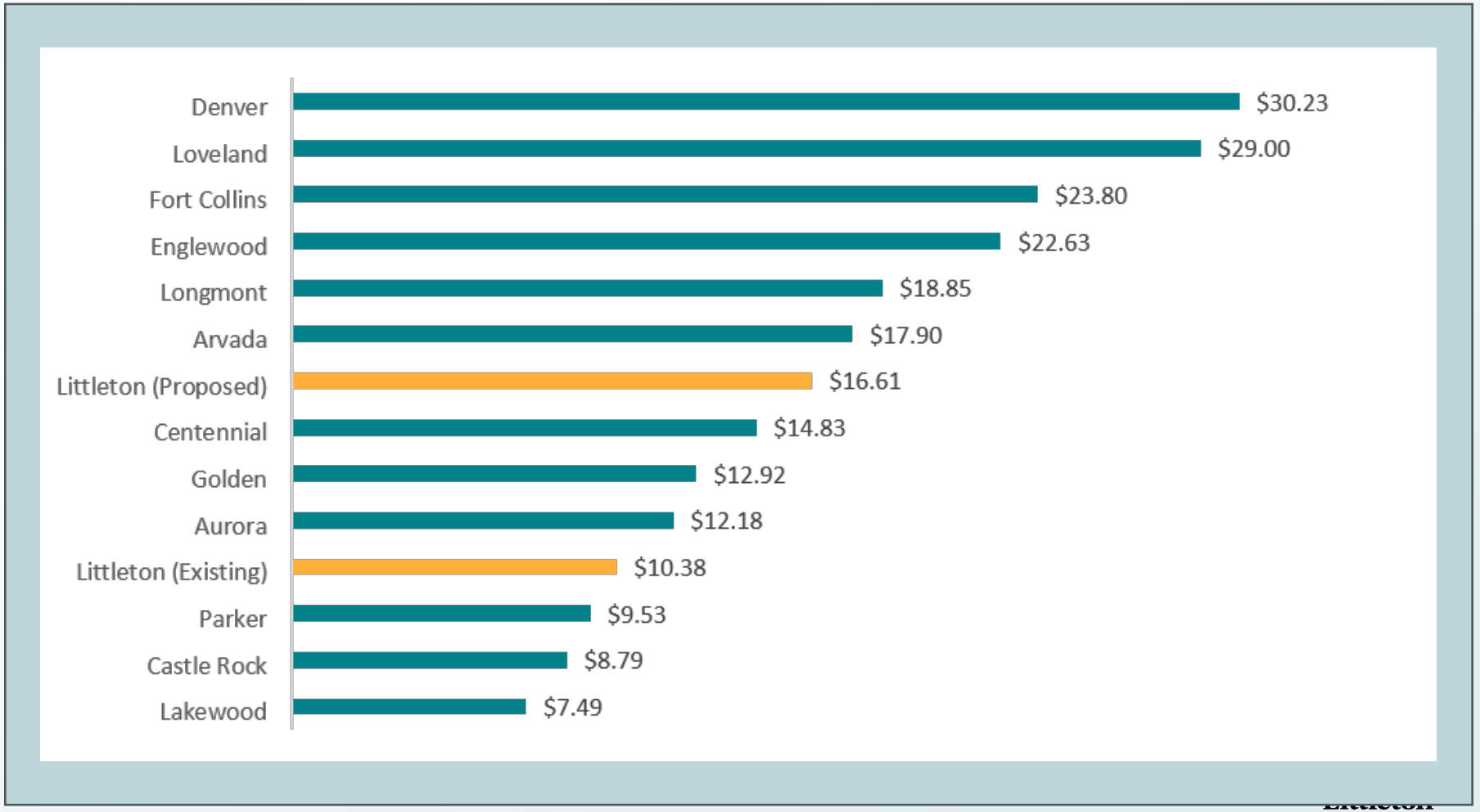
- Rates reflect different operating and capital costs and funding approaches
- Rates reflect differing service levels, capital investments, funding approaches, and cost recovery
- Differences in rates do not necessarily reflect differences in efficiencies or service quality



Littleton

Inside City residential storm drainage monthly bill comparison

11,000 sq ft
4,500 sq ft
impervious area



Tap Fees

Littleton

Sewer tap fees

- One-time fee assessed to new development
- Recovers proportionate share cost of SPR treatment capacity, Littleton interceptor, and collection system
- Must comply with C.R.S. §29-20-104.5 – Impact Fees
  - Applicable to a broad class of property
  - Intended to defray the projected impacts on capital facilities caused by proposed development
  - Fees must be directly related to service that a local government is authorized to provide
  - Asset has a useful life of 5 years or longer

Estimated Tap Fee Schedules

Inside City		Proposed					
Description	Current	Treatment	Interceptor	Collection	Total	Change - $	Change - %
Residential,$ per unit	$5,000	$1,685	$160	$1,055	$2,900	($2,100)	-42.0%
Multifamily,$ per unit	5,000	$1,685	$160	$1,055	$2,900	(2,100)	-42.0%
Commercial							
3/4 inch or less	$5,000	$1,685	$160	$1,055	$2,900	($2,100)	-42.0%
1 inch	10,000	3,370	320	2,110	5,800	(4,200)	-42.0%
1-1/2 inch	20,000	6,740	640	4,220	11,600	(8,400)	-42.0%
2 inch	40,000	13,480	1,280	8,440	23,200	(16,800)	-42.0%
3 inch	90,000	30,330	2,880	18,990	52,200	(37,800)	-42.0%
4 inch	180,000	60,660	5,760	37,980	104,400	(75,600)	-42.0%
6 inch	470,000	158,390	15,040	99,170	272,600	(197,400)	-42.0%
8 inch	1,000,000	337,000	32,000	211,000	580,000	(420,000)	-42.0%
10 inch	1,800,000	606,600	57,600	379,800	1,044,000	(756,000)	-42.0%
12 inch	3,000,000	1,011,000	96,000	633,000	1,740,000	(1,260,000)	-42.0%

Outside City		Proposed				
Description	Current	Treatment	Interceptor	Total	Change - $	Change - %
Residential,$ per unit	$5,656	$1,685	$160	$1,845	($3,811)	-206.6%
Multifamily,$ per unit	5,656	1,685	160	1,845	(3,811)	-206.6%
Commercial						
3/4 inch or less	$5,656	$1,685	$160	$1,845	($3,811)	-206.6%
1 inch	11,312	3,370	320	3,690	(7,622)	-206.6%
1-1/2 inch	22,968	6,740	640	7,380	(15,588)	-211.2%
2 inch	45,248	13,480	1,280	14,760	(30,488)	-206.6%
3 inch	101,808	30,330	2,880	33,210	(68,598)	-206.6%
4 inch	203,616	60,660	5,760	66,420	(137,196)	-206.6%
6 inch	531,684	158,390	15,040	173,430	(358,254)	-206.6%
8 inch	1,131,200	337,000	32,000	369,000	(762,200)	-206.6%
10 inch	2,036,160	606,600	57,600	664,200	(1,371,960)	-206.6%
12 inch	3,393,600	1,011,000	96,000	1,107,000	(2,286,600)	-206.6%



Implementation Plan

- Rate Adoption – November 2026
- Pre-Launch Education – Late 2026
- Sewer 5% fixed rate & full stormwater increase – January 2027
- Rollout Education – Spring 2027
- Sewer flexible rate increase – July 2027
- Implementation Education – Summer 2027

Littleton

AFFORDABLE HOUSING FUND

Inclusionary Housing Ordinance (IHO) Fee-In-Lieu

- City Council passed the Inclusionary Housing Ordinance in 2022
- Included in this Ordinance is an option for developers to pay the city a fee-in-lieu of providing minimum affordable units as outlined in the ordinances
- Section 4-2-4 of the Inclusionary Housing Ordinance states that the fee-in-lieu paid by developers into the Affordable Housing Fund be adjusted annually by the Denver-Aurora-Lakewood CPI
- The CPI for the Denver-Aurora-Lakewood Colorado area is 3.9%
- It is recommended to increase the fee-in-lieu by 3.9%

Littleton

OTHER FEE ADJUSTMENTS

- Increases in Fee
  - Police Research Fee - $40 per hour
  - Trucked & hauled waste - $0.16 per gallon
- Decreases in Fee
  - Home Occupation - $0
- Additions
  - Hauler Licensing - $250
  - EV Charging Stations - $0.22/kwh for 30 mins - $0.50/min thereafter
  - Massage Parlor - $150
- Changes
  - Community Garden
    - Plots $75, $40, and $25
    - Half plots/raised planters - $37.50, $20

Littleton

CITY COUNCIL OPTIONS

- Maintain current fee schedule without adjustments
- Adjust fee schedule based on staff recommendation
- Consider alternative adjustments based on City Council discretion

Littleton

STAFF RECOMMENDATION

Approve the fee schedule as presented.

I move to approve Resolution 84-2026 adopting the 2027 Fee Schedule.

Littleton

Questions?

Littleton

File #: Resolution 82-2026, **Version:** 1

Agenda Date: 11/17/2026

Subject:
Resolution 82-2026: Approving an Economic Partnership Incentive Agreement with Chachi's Italian American LLC

From:	James L. Becklenberg, City Manager
Prepared by:	Rachel King, Economic Development Director
	Jamie Ney, Senior Economic Development Specialist
Presentations:	Rachel King, Economic Development Director
	Jamie Ney, Senior Economic Development Specialist
	Applicant / Chachi's Italian American LLC

PURPOSE:
Does council support approving an economic partnership incentive agreement ("Agreement") with Chachi's Italian-American, LLC ("Applicant"/"Chachi's"), an Italian-American steakhouse restaurant proposed in the downtown area located at 2589 W. Main Street.

LONG-TERM OUTCOME(S) SERVED:
Vibrant Community with Rich Culture; Robust and Resilient Economy

DISCUSSION:
Downtown Littleton is a highly visible and trafficked area in the city. Property activation is an important component in attracting and maintaining visitors in Littleton. 2589 W. Main Street, located on the corner of Main Street and Curtice Street, has been vacant for multiple years. It has seen interest from a variety of businesses throughout these years, some generating minimal to no sales tax, and was recently purchased by a building ownership group in January.

The size and layout of this building present barriers in leasing the space to a small, independently owned retailer or restaurant, as these businesses often seek smaller footprints to minimize overhead costs and manage upfront investment. This creates a limited pool of potential tenants willing and able to fill the space.

Chachi's intends to occupy 6,140 square feet of this prominent building on Historic Main with an Italian-American steakhouse concept. This concept will comprise approximately 235 seats with opportunity to add additional seating upstairs. The large format space on the second floor provides flexible dining and event space. This flexible space diversifies the business' operating and revenue model to reduce volatility in the off-peak periods.

The restaurant will be open seven days a week, generating additional activity on this notable corner. The Applicant anticipates creating approximately 50 full and part-time jobs with wages positioned at or above

industry standard and opportunities for career advancement training.

The building will require significant investment in preparation for the anticipated February 2027 opening date. Chachi's estimates a total capital investment of $2.8M to return this vacant building to an operating establishment. This concept assumes a relatively high investment in relation to the building size as it will require higher-quality finishes, furnishings, lighting, and interior design elements to align with industry expectations and the intended customer experience.

Throughout the various stages of planning, the Applicant has seen an increase in estimated costs in areas including but not limited to construction, equipment, staffing, and financing. Due to the current economic conditions, the Applicant has seen some expenses increase by as much as 30%. Rising costs place additional pressure on the project's capital needs and expose the Applicant to additional risk during the early years of operation.

In addition to these challenges, the Applicant anticipates encountering more hardships in the first full year of operating as construction begins on Main Street.

Economic Partnership Incentive Key Points
The Applicant has requested financial support in the form of a sales tax share-back to help offset the increased financial burden during the restaurant's initial operating years and strengthen their ability to complete the project.

Proposed deal points are as follows:

1. 50% Sales Tax Rebate
    a. No impact to the 3A Sales Tax Capital Improvement fund.
2. City will receive 100% use and property tax as scheduled
3. Cap: Maximum rebate of $350,000
4. Term: The maximum length is 5 years.
    a. The term will expire with either the maximum rebate or the 5-year term, whichever occurs first.

Performance metrics will include a required investment of no less than $2,000,000 in the construction, equipment, furnishing, and opening of the Development along with annual reporting submitted to the City's Economic Development Department.

BACKGROUND:
Eric and Rachel Hyatt are the current owners and operators of Grande Station, located on the corner of Main Street and Sycamore Street. They have spent their careers developing industry skills and expertise. In the first full year of ownership of Grande Station, the Hyatt's were able to increase revenue by 58%. Rachel and Eric have seen much success in the hospitality industry and hope to continue to build on that success with a new concept in Littleton.

Over the past three years, they have invested a great amount of time and energy in the vitalization of Littleton. The Hyatt's have been active participants in the business community and intend to continue to support city goals with this new investment.

Economic Development staff received an application from Chachi's requesting a financial partnership aligned with the city's Economic Development Incentive Policy ("Policy"). Chachi's is a small business created to fill a gap between traditional Italian-American dining and contemporary American steakhouse culture.

The proposed location will fill a vacant property in the heart of Downtown Littleton. 2589 W Main Street was previously occupied by the Tavern, an American sports bar concept, operated by Tavern Hospitality Group. The hospitality group owned seven Tavern locations throughout the Denver Metro area. Each of these locations has since permanently closed. The Littleton location closed in February 2024 and was listed for sale shortly after. This building went under contract multiple times until it was finally purchased by Main Street Partners 1 LLC in January 2026. After years of neglect, this building will require an extensive amount of investment to repair and revitalize the premises.

2589 W Main Street has been a notable vacancy along Main Street. Regular visitors, community members, and business owners have voiced the desire to see this space filled in order to maintain commercial activity throughout Main Street and avoid blight in a highly visible area.

The request complies with multiple policies including the Economic Partnership Incentive Policy, Comprehensive Economic Development Strategic Plan, Envision Littleton Comprehensive Plan, and Horizon 2027 Strategic Plan. As a result, city staff strongly supports this request.

Prior Actions or Discussions
Resolution 61-2026: Approving an amendment to the Economic Partnership Incentive Policy

Updates to the Policy were discussed in depth at the September 8, 2026, City Council study session and adopted on September 15, 2026. During the study session, staff heard Economic Development initiatives remain a key component of City Council's strategic plan and initiatives. City Council has also voiced a desire to financially support small businesses in Littleton needing assistance.

At the November 10, 2026, City Council study session, staff received support to proceed with preparation of an economic partnership incentive agreement with Chachi's for Council's consideration.

FISCAL IMPACT:
The proposal generates no negative impact to the General Fund.

In its current form, this building is generating no sales tax for the city and therefore will pose a positive financial impact to the city from the point of its first sale.

Chachi's is anticipated to generate sales tax revenues ranging from $179,000 in Year 1 to $208,000 in Year 5. The Applicant is anticipated to collect the maximum rebate, totaling $350,000, within the five-year term. Over this period of time, the city expects to receive a total of ~$1,000,000 in sales tax generated from the restaurant. In addition, the city expects to receive roughly $55,000 in use tax for building materials used for the development. The table below presents a range of estimates for the Applicant's annual sales tax generation and rebates.

Operating Year	Annual Estimated Sales Tax Revenue	Annual Estimated Rebates
Year 1 (Opening Year)	$179,000 - $188,000	$89,500 - $94,000
Year 2 (First Full Year of Operation)	$183,000 - $193,000	$91,500 - $96,500

Year 5	$197,000 - $208,000	$98,500 - $104,000

In the unlikely event the applicant fails to perform, there is no General Fund expenditure associated with this request. Additionally, we anticipate an investment of this kind to continue to further catalyze interest in private investment in the downtown corridor.

Policy Criteria

Economic Partnership Incentive Policy

- Program: Retail Development Incentive Program
- Incentive: Retail Sales Tax Reimbursement

Comprehensive Economic Development Strategy (CEDS)

- Strategic Pillar 1: Business Vitality and Adaptability
- Strategic Pillar 3: Fostering a Livable Economy
- Strategic Pillar 6: Regional Economic Positioning

Horizon 2027 Strategic Plan and Council Initiatives

Outcomes

- Robust and Resilient Economy
- Vibrant Community with Rich Culture

2 - 3 Year Initiatives

- 14. Increase awareness of local spending benefits for Littleton residents and attract new shoppers to Littleton.
- 15. Create and implement a plan to market Littleton's unique character and increase tourism, sales tax revenue, and support Littleton businesses.

Comprehensive Plan - Economy & Tax Base

- Policy E&T: 2, 3, 4, 6, 8

STAFF RECOMMENDATION:

Staff recommends entering into an Economic Partnership Incentive Agreement with the Applicant as proposed.

ALTERNATIVES:

1. Do not enter into an Economic Partnership Incentive Agreement.

PROPOSED MOTION:

I move to approve Resolution 82-2026 approving an Economic Partnership Incentive Agreement with Chachi's Italian American LLC.

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CITY OF LITTLETON, COLORADO

Resolution No. 82

Series, 2026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LITTLETON, COLORADO, APPROVING AN ECONOMIC PARTNERSHIP INCENTIVE AGREEMENT WITH CHACHI'S ITALIAN AMERICAN LLC

WHEREAS in 2019, the City adopted Envision Littleton, a comprehensive planning document, which includes a guidance principle of job growth, "nurturing of key employment sectors," economic vitality, and the development of vacant commercial sites that "meet the contemporary shopping and service needs of Littleton residents and visitors;" and

WHEREAS the City Council of the City of Littleton ("City Council") has adopted the Economic Partnership Incentive Policy (the "Policy"), supported by the City's Comprehensive Economic Development Strategy (March 2024) and Retail & Mixed-Use Market Analysis (October 2023), to promote new development, redevelopment, job retention and expansion, tax base expansion, and private capital investment through performance-based incentives; and

WHEREAS Chachi's intends to lease, redevelop, and operate a full-service Italian-American steakhouse restaurant in the building located at 2589 W. Main Street in Littleton, Colorado (the "Development"); and

WHEREAS the Development qualifies for the Retail Development Incentive Program as the redevelopment of a vacant commercial property in Historic Downtown Littleton, and is a locally owned business of the type prioritized in the City's Comprehensive Economic Development Strategy; and

WHEREAS the Development in Littleton is anticipated to generate revenues to the City through four primary sources: sales tax, property tax, use tax, and general revenues; and

WHEREAS the Owner has filed a written request with the Littleton Economic Development Department, dated October 12, 2026, for consideration of a Retail Sales Tax Reimbursement under the Retail Development Incentive Program, and the request has been analyzed by the Economic Development Department in conjunction with the City Manager in accordance with the Policy; and

WHEREAS City Council considered the Owner's request at a public hearing held on November 17, 2026, and by Resolution No. 82, Series of 2026, approved this Agreement, having determined that the incentive serves a public purpose and that by entering this Agreement, the potential economic benefits that will accrue to the City are consistent with the goals of Envision Littleton and will serve to benefit and advance the public interest and welfare of the City and its citizens.

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

Section 1. The City Council hereby approves the Economic Partnership Incentive Agreement with Chachi's Italian American, LLC.

INTRODUCED, READ AND ADOPTED at a regularly scheduled meeting of the City Council of the City of Littleton, Colorado, on the 17th day of November 2026, at 6:30 p.m. at the Littleton Center, 2255 West Berry Avenue, Littleton, Colorado.

ATTEST:

_____
Colleen L. Norton
CITY CLERK

_____
Kyle Schlachter
MAYOR

APPROVED AS TO FORM:

_____
Reid Betzing
CITY ATTORNEY

ECONOMIC DEVELOPMENT FINANCIAL PARTNERSHIP AGREEMENT
CHACHI'S ITALIAN AMERICAN LLC

THIS ECONOMIC DEVELOPMENT FINANCIAL PARTNERSHIP AGREEMENT (this "Agreement") is made and entered into by and between **Chachi's Italian-American LLC**, a Colorado limited liability company, 855 Front Range Road, Littleton Colorado, 80120 ("Owner" or "Chachi's") and the **City of Littleton**, a municipal corporation within the State of Colorado (the "City"). The Owner and the City are collectively referred to as the "Parties."

RECITALS

WHEREAS in 2019, the City adopted Envision Littleton, a comprehensive planning document, which includes a guidance principle of job growth, "nurturing key employment sectors," economic vitality, and the development of vacant commercial sites that "meet the contemporary shopping and service needs of Littleton residents and visitors;" and

WHEREAS the City Council of the City of Littleton ("City Council") has adopted the Economic Partnership Incentive Policy (the "Policy"), supported by the City's Comprehensive Economic Development Strategy (March 2024) and Retail & Mixed-Use Market Analysis (October 2023), to promote new development, redevelopment, job retention and expansion, tax base expansion, and private capital investment through performance-based incentives; and

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AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, and the covenants, promises, and agreements of each of the Parties hereto, to be kept and performed by each of them, the Parties agree as follows:

1. **Definitions.** In addition to terms defined elsewhere in the Agreement, the following terms shall have the following meanings:

   "Sales Tax" means the three percent (3.0%) portion of the City's 3.75% retail sales tax that is allocated to the City's General Fund, levied under Title 3, Chapter 9 of the Littleton Municipal Code, actually collected and remitted by the Owner to the City on taxable sales made at the Development, net of any refunds, credits or vendor's fees. Sales Tax excludes the 0.75% portion of the City's retail sales tax allocated to the 3A capital improvement fund, use tax, building/construction use tax, and any tax levied by the State of Colorado, Arapahoe County, or any special district, and any penalties or interest.

   "Rebate Year" means each consecutive twelve (12) month period beginning on the Effective Date or an anniversary thereof.

   "Payment Period" means each calendar quarter during the Term, provided that the first Payment Period shall begin on the Effective Date and the last Payment Period shall end on the date this Agreement terminates.

   "Certificate of Occupancy" means the final certificate of occupancy issued by the Building Department for the Development permitting the Owner to open the Development to the public.

2. **Term**. This Agreement shall be effective as of the date of issuance of the Certificate of Occupancy (the "Effective Date") and, unless terminated earlier in accordance with this Agreement, shall terminate on the earlier of: i) the date the last Rebated Sales Tax payment is made, which shall occur once the Maximum Amount has been rebated to the Owner; or ii) five (5) years from the date of issuance of the Certificate of Occupancy for the Development; provided that the final Rebated Sales Tax payment for the last Payment Period, and the Owner's obligations under Sections 4(e) and 6 shall survive such termination as provided herein. The Owner expressly understands and acknowledges that this Agreement will terminate upon the occurrence of the earlier to be reached of subsections (i) and (ii) herein, whether the Maximum Amount to be rebated has been paid to the owner.

3. **Rebated Sales Tax; Maximum Amount**.

a. *Maximum Amount.* The maximum amount of retail sales tax to be rebated to Owner under this Agreement shall be **$350,000.00** (Three Hundred Fifty Thousand and 00/100 Dollars)("Maximum Amount").

b. *Filing of Returns.* The Owner shall file monthly returns with the Littleton Finance Department, in accordance with Title 3, Chapter 9 of the Littleton Municipal code, under a sales tax license and account specific to the Development and separate from any other business of the Owner or its principals.

c. *Formula.* For each Payment Period, the City shall, after full reporting, filing in accordance with subsection (b) above, and payment of the Sales Tax to the City, rebate to the Owner fifty percent (50%) of the total amount of Sales Tax collected from the Owner for that Payment Period ("Rebated Sales Tax"). The foregoing rebate formula shall be applied for a total of five (5) Rebate Years, or until the total Maximum Amount has been rebated, whichever comes first. The Owner shall not be entitled to any further Rebated Sales Tax once the Maximum Amount has been paid, and any payment that would cause the cumulative Rebated Sales Tax to exceed the Maximum Amount shall be reduced accordingly.

d. *Performance Measures; Conditions.* This Agreement is performance based in accordance with the Policy. The performance measure for this Agreement is set forth in subsection (i) below, which ensures that new revenues to the City from the Development equal or exceed the Rebated Sales Tax provided No Rebated Sales Tax shall be disbursed for any Payment Period unless each of the following has been satisfied:

    i. Revenue Source. Rebated Sales Tax shall be paid solely from Sales Tax actually generated by and collected from the Development during the applicable Payment Period, and from no other City revenue.

    ii. Compliance. As of the date of payment: no Event of Default has occurred and remains uncured; the Owner is not delinquent in any Sales Tax, use tax, or other amount owed to the City; the Owner is current in the payment of all business personal property taxes for the Development, and the property owner is current in the payment of real property taxes for the property on which the Development is located; and the Owner has furnished a current IRS Form W-9 to the City.

    iii. Continuous Operation. The Owner has continuously operated the Development through the last day of the applicable Payment Period and is operating the Development on the date of payment. If, during the

Term, the Owner closes the Development, ceases operating the Development at 2589 W. Main Street, or relocates the Development, no Rebated Sales Tax shall be payable for the Payment Period in which such closure, cessation, or relocation occurs, for any subsequent Payment Period, or for any earlier Payment Period for which payment has not yet been made. A temporary closure due to casualty, force majeure, or remodeling not exceeding 90 consecutive days shall not constitute a closure under this subsection. The Owner's right to Rebated Sales Tax for any Payment Period shall not vest until payment is made, and Rebated Sales Tax paid before any such closure, cessation, or relocation shall not be subject to repayment except as provided in Sections 3(e) and 3(f).

e. *Payment of Rebated Sales Tax.* The City shall cause the Owner's share of the Rebated Sales Tax to be disbursed within ninety (90) days after the end of the applicable Payment Period provided the Owner has met the performance measure set forth in section (d) above. In the event that the Owner, in good faith, disputes the amount of the Rebated Sales Tax, the Owner shall deliver a written notice of the dispute to the Littleton Finance Director within seven (7) days of receipt of the Rebated Sales Tax. The Parties shall seek to resolve the dispute, expeditiously and in good faith. If upon resolution, the Rebated Sales Tax payment is found to be in error, the City shall credit the Owner, or the Owner shall repay the City, as applicable.

f. *Adjustments*. If any Sales Tax on which a Rebated Sales Tax payment was based is later refunded, credited, or reduced by audit, protest, or otherwise, the City may offset the corresponding overpayment against any future Rebated Sales Tax payment or, if none remains, the Owner shall repay such overpayment within thirty (30) days after written demand.

4. **Obligations of Owner.**

a. *Certificate of Occupancy.* The Owner shall receive issuance of the Certificate of Occupancy no later than one (1) year from the date of execution of this Agreement (the "CO Deadline"). The City may extend the CO Deadline if the Owner requests it in writing, prior to the deadline expiring, provided that the request explains the delay and gives a new expected issuance date. The City Manager is authorized to approve and sign any such extension on behalf of the City by written amendment and no further approval by City Council shall be required. The grant or denial of an extension is in the City's sole discretion. If the Certificate of Occupancy has not been issued by the CO Deadline, as it may have been extended, the City may terminate this Agreement by written notice to the Owner, and the City shall have no further obligation hereunder.

b. *Operation of Development.* The Parties agree that the Rebated Sales Tax payments are based in part upon a commitment by the Owner to construct and operate the Development for a period of not less than five (5) years, excluding temporary closures due to casualty, force majeure, or remodeling not exceeding ninety (90) consecutive days, beginning on the Effective Date ("Required Commitment Period").

c. *Lease*. The Owner represents that it has entered into, or will enter into prior to the Effective Date, a lease for the Development with Main Street Partners 1 LLC, as landlord, with a term (including any renewal options the Owner has a unilateral right to exercise) of not less than the Required Commitment Period. The Owner shall provide the City with written notice within fifteen (15) days after any notice of termination or expiration of such lease.

d. *Payment of State Retail Sales Tax; Good Standing.* The Owner shall, at all times during the Required Commitment Period, remain in good standing with the State of Colorado and remit the proper retail sales tax to all applicable jurisdictions.

e. *Access to Sales Tax Information*. The Owner authorizes the Littleton Finance Department to share the Owner's sales tax returns, filings, and related records for the Development for the City's Economic Development Department and the City Manager's Office for the purpose of administering and evaluating this Agreement, and authorizes the City to report the aggregate amount of Rebate Sales Tax paid herein to City Council. The City may request additional information reasonably necessary to evaluate the performance of the Agreement and the Owner shall provide such information within thirty (30) days after the City's written request.

5. **Confidentiality**. To the extent permitted by law, the City shall maintain the confidentiality of the information contained in any documentation submitted to the City, including any retail sales tax reports or returns, but shall be permitted to disclose such information and documents i) in accordance with Section 3-9-1-7 of the Littleton Municipal Code and ii) on a confidential basis to City employees and consultants, in its sole discretion, as it deems appropriate in order to monitor compliance and for auditing purposes; and iii) the existence and terms of this Agreement, and the aggregate amount of Rebated Sales Tax paid hereunder, in public reports and City Council materials.

6. **Records; Inspection.** The Owner shall make, keep, maintain, and allow inspection and monitoring by the City of a complete file of all records, documents, communications,

notes, and other written materials pertaining to the retail sales made by the Owner for the Development for the Term of the Agreement. If the Owner is unable to produce records suitable, in the sole discretion of the City, to support the Owner's Retail Sales Tax liability, the City may establish the liability by use of generally accepted accounting principles, including the use of estimates. The Owner shall maintain such records for a period of three (3) years following the expiration or termination of this Agreement. ("Record Retention Period"). If any litigation, claim, or audit related to this Agreement starts before the expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and any final action taken. Any records made, kept, or maintained during the Record Retention Period shall be available to the City for monitoring compliance and for auditing purposes.

7. **Events of Default; Remedies.**

   a. Each of the following shall constitute an Event of Default by the Owner under this Agreement:

      i. *Insolvency.* The dissolution or termination of the Owner's business existence, Owner's insolvency, appointment of receiver for any part of the Development, any assignment of all or substantially all of the assets for Owner for the benefit of Owner's creditors, any type of creditor workout for Owner, or the commencement of any proceeding under bankruptcy or insolvency laws by or against the Owner.

      ii. *Taxes*. The Owner allows retail sales tax owed to the City or the State of Colorado to become delinquent and fails to timely and properly following any legal procedures for protest and/or contest of such taxes and to cure said failure within thirty (30) days after written notice from the taxing entity.

      iii. *Cessation of Operations.* The Owner ceases to operate the Development as required by Section 4(b), or the lease for the Development terminates or expires, during the Required Commitment Period.

      iv. *Misrepresentation.* Any representation made by the Owner in this Agreement or in its incentive application proves to have been materially false when made.

      v. *Other Defaults*. Failure of Owner to comply with or to perform any other term, obligation, covenant, or condition contained in this Agreement, and Owner fails to cure such failure within thirty (30) days after written notice from the City regarding said default.

b. If any Event of Default by Owner shall occur and Owner shall fail to cure under the applicable time period, City may by written notice to Owner elect to terminate City's obligations hereunder, at the option of City, except for an Event of Default described in the "Insolvency" subsection above, in which case such termination of obligations shall be automatic and not optional, in addition to seeking such other remedies as may be allowed under Colorado law.

8. **Assignment**. This Agreement is a valid, binding, and legally enforceable obligation of the Parties. This Agreement may not be assigned or delegated by the Owner without the prior written consent of the City. Consistent with this Policy, this Agreement is personal to the Owner, is not transferable, and does not run with the land. It is expressly understood that the right of Owner to receive the amounts set forth herein is considered personal to Owner and will not be considered to benefit any successors in interest to Owner unless Owner specifically provides for the same in writing to the City, with City consent.

9. **Miscellaneous Provisions**

a. *Venue*. Venue for any action to enforce or interpret the terms of this Agreement shall be in the 18th Judicial District Court in Arapahoe County, Colorado.

b. *Applicable Law*. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.

c. *No Covenant with Land.* This Agreement does not run with the land and shall not be recorded against the Development.

d. *Waiver.* No failure by any Party hereto to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement, or to exercise any right or remedy consequent upon a breach of this Agreement, will constitute a waiver of any such breach or of such or any other covenant, agreement, term or condition. Any Party by giving written notice to the other Parties may, but will not be required to, waive any of its rights or any conditions to any of its obligations hereunder. No waiver will affect or alter the remainder of this Agreement, and each and every covenant, agreement, term and condition of this Agreement not specifically referenced in a written waiver notice will continue in full force and effect with respect to any other then existing or subsequent breach.

e. *Attorneys' Fees.* In any proceeding brought to enforce the provisions of this Agreement, the court will award the prevailing Party therein reasonable attorneys' fees, actual court costs and other expenses incurred. All rights

concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

f. *Dispute Resolution.* In the event of disagreement or conflict concerning this Agreement, and such disagreement or conflict cannot be resolved by the signatories hereto, the Owner and City agree to submit such disagreement to mediation as a prerequisite to filing suit.

g. *Counterparts.* This Agreement may be executed in multiple counterparts each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

h. *Notice*. All notices required under this Agreement shall be in writing and shall be sent by registered or certified mail, return receipt requested, to the addresses of the parties herein set forth. A party may change its mailing address by giving written notice of such change of address to other party.

Notice to City:	City of Littleton City Manager 2255 West Berry Avenue Littleton, CO 80120
Notice to Owner:	Chachi's Italian-American LLC Attn: Eric Hyatt and Rachel Hyatt 855 Front Range Road Littleton, CO 80120

i. *No Automatic Further Approvals*. Execution of this Agreement by the City shall not be construed as a representation or warranty that Owner is entitled to any other approvals required by the City to commence and complete the Development.

j. *Amendment or Modification.* Except for extensions of the CO Deadline approved by the City Manager under Section 4(a), this Agreement may only be amended or terminated by mutual consent in writing of the Owner and the City, following any required approvals as required by the City, in its sole discretion.

k. *Governmental Immunity.* Nothing in this Agreement is to be construed as a waiver of any limitations upon or immunity from suits against such governmental entity or its members, officials, above-named agents or employees, as may be provided by law.

l. *Further Assurances.* The Parties hereto agree to execute such documents, and take such action, as will be reasonably requested by the other Party hereto to confirm or clarify the intent of the provisions hereof and to effectuate the terms herein contained and the intent hereof.

m. *Severability.* If any provision, covenant, or portion of this Agreement, or its application to any person, entity or property, is held invalid, such invalidity will not affect the application or validity of any other provisions, covenants or portions of this Agreement and, to that end, any provisions, covenants, or portions of this Agreement are declared to be severable.

n. *Not a Multi-Year Fiscal Obligation.* This Agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Littleton, contrary to Article X, § 20, Colo. Const., or any other constitutional, statutory, or charter debt limitation. To the extent that the City's obligations under this Agreement may be deemed to constitute a multiple fiscal year financial obligation pursuant to Article X, Section 20 of the Colorado Constitution, the City's performance will be conditioned upon annual appropriation by the City Council.

o. *No Third-Party Beneficiaries*. This Agreement is for the sole benefit of the Parties. No lender, landlord, contractor, or other person shall have any rights hereunder, and the Owner may not pledge or assign its right to receive Rebated Sales Tax as collateral without the City's prior written consent.

p. *Independent Parties.* Nothing in this Agreement creates a partnership, joint venture, or agency relationship between the Parties, notwithstanding the use of the term "partnership" in the title of this Agreement.

q. *No Precedent.* Approval of this Agreement does not establish a precedent for any other incentive request or agreement, including any future request by the Owner, its principals, or its affiliates.

r. *Entire Agreement.* This Agreement constitutes the entire agreement of the Parties regarding its subject matter and supersedes all prior proposals, applications, and negotiations.

s. *Authority*. Each person signing this Agreement represents and warrants that he is fully authorized to enter into and execute this Agreement, and to bind the party it represents to the terms and conditions hereof.

CHACHI'S ITALIAN AMERICAN LLC

_____
By: _____
Title: _____

CITY OF LITTLETON

_____
Kyle Schlachter, Mayor

_____
Colleen L. Norton, City Clerk

APPROVED AS TO FORM:

_____
Reid B. Betzing, City Attorney

Chachi's - Incentive Agreement

Rachel King, Economic Development Director

Jamie Ney, Senior Economic Development Specialist

November 17, 2026



Littleton
Economic Development

PURPOSE

To approve Resolution 82-2026:

Approving an economic partnership incentive agreement with Chachi's Italian-American, LLC

CONCEPT OVERVIEW

Chachi's is an Italian-American steakhouse concept planned for 2589 W. Main Street

This will be a full-service restaurant with approximately 235 seats serving elevated product

Anticipated opening date is February 1, 2027

The restaurant will occupy 6,140 square feet of a previously vacant historic property on Main Street with a capital investment of approximately $2.8M

Chachi's will employ 50 employees, with competitive wage and healthcare for full-time employees

Policy Criteria Met

COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGIC PLAN

- Strategic Pillar 1: Business Vitality and Adaptability
- Strategic Pillar 3: Fostering a Livable Economy
- Strategic Pillar 6: Regional Economic Positioning

HORIZON 2027 STRATEGIC PLAN AND COUNCIL INITIATIVES

- Outcomes
  - A Robust and Resilient Economy
  - Vibrant Community with a Rich Culture
- 2-3 Year Initiatives
  - 14. Increase awareness of local spending benefits for Littleton residents and attract new shoppers to Littleton.
  - 15. Create and implement a plan to market Littleton's unique character and increase tourism, sales tax revenue, and support Littleton businesses.

COMPREHENSIVE PLAN - ECONOMIC & TAX BASE

- Policy E&T 2, 3, 4, 6, 8

ECONOMIC PARTNERSHIP INCENTIVE POLICY

Policy Criteria

- Long-term commitment to the city
- Positive fiscal and economic impact
- Beneficial impact / redevelopment
- Significant private-sector financial investment
- Compatibility with surrounding area plans
- Benefits accrue to residents and taxpayers
- Diversification of the city economy
- Future expansion / job creation
- Public benefit compared with incentive cost
- Need for incentive
- Economic growth

The applicant demonstrates a commitment to economic growth and positive community impact.

DEAL POINTS



50% TAX REBATE ON ANNUAL SALES TAX GENERATED



CITY WILL RECEIVE 100% USE TAX



CITY WILL RECEIVE 100% PROPERTY TAX



MAXIMUM LENGTH IS 5 YEARS



MAXIMUM REBATE OF $350,000

FISCAL IMPACT

- No negative impact to the General Fund. Rebate only realized if earned by taxpayer.
- This property has been vacant since 2024. In its current state, the property is generating no revenue for the city.
- The city anticipates receiving nearly $55,000 in use tax.
- In the event the applicant fails to perform, there is no General Fund expenditure associated with this request and a quality development like this is anticipated to catalyze further interest in private investment.

Operating Year	Annual Estimated Sales Tax Revenue	Annual Estimated Rebates
Year 1 (Opening Year)	$179,000 - $188,000	$89,500 - $94,000
Year 2 (First Full Year of Operation)	$183,000 - $193,000	$91,500 - $96,500
Year 5	$197,000 - $208,000	$98,500 - $104,000

COMMUNITY IMPACT

- REACTIVATION OF VACANT SPACE WITH ADDITIONAL GATHERING OPPORTUNITIES
- APPLICANT INVOLVEMENT IN COMMUNITY
- APPLICANT WILL CONTINUE CONTRIBUTION PROGRAMS AND PHILANTHROPIC EFFORTS
- FLEXIBLE SECOND-FLOOR AND PRIVATE-EVENT SPACES FOR WIDE RANGE OF EVENTS AND COMMUNITY ACTIVATION



RECOMMENDATION

Staff recommends approval of the partnership agreement with Chachi's Italian-American, LLC

Chachi's
ITALIAN-AMERICAN

QUESTIONS

Chachi's

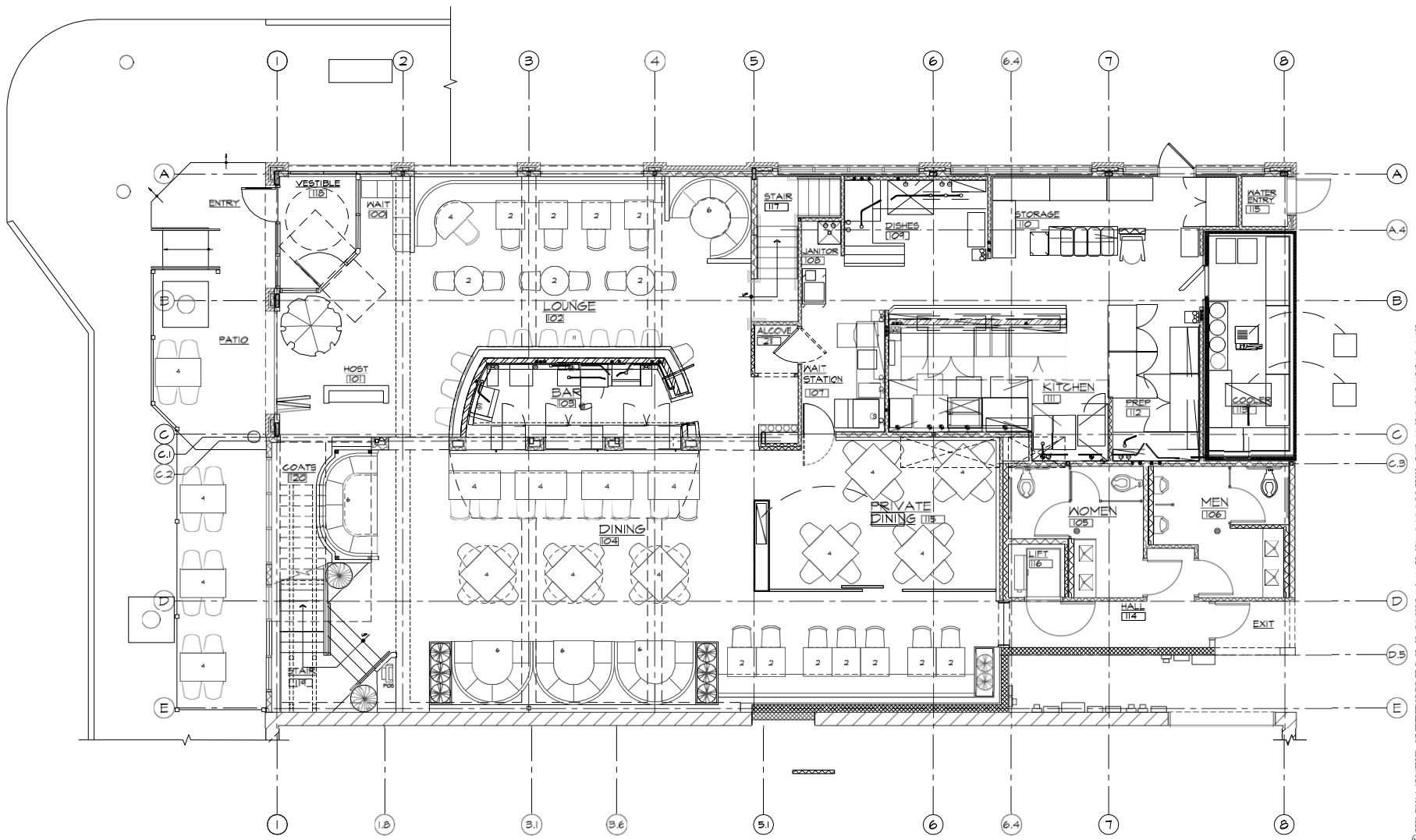
ITALIAN-AMERICAN



Tavern Littleton



NORTHEAST VIEW | MAIN STREET



FIRST FLOOR PLAN - REMODLED

1/4" = 1'-0"

revision		
no.	date	by

M-A ARCHITECTS
ARCHITECTURE & PLANNING
LITTLETON PROFESSIONAL BUILDING
7197 W. LITTLETON BLVD.
SUITE 106
LITTLETON, CO 80120
TEL 303 730 7300

Chachi's Italian - American Restaurant

2589 West Main Street
Littleton, Colorado 80120

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sheet title: FIRST FLOOR PLAN REMODELED
date:
drawn: 8-14-2006
checked: M.L.
B.E.
sheet: A1.0

KEYNOTES

50 EXISTING GUARDRAIL & HANDRAILS - TOUCH UP AS REQUIRED

51 EXISTING BARTOP, DIE WALL, FOOT REST W/ LIGHTS TO REMAIN

52 LINE OF MILLWORK DRINK SHELVES - TBD (PROVIDE ALLOWANCE)

53 EXISTING OFFICE BUILT-INS TO REMAIN - PATCH/REPAIR/TOUCH UP AS REQ'D.

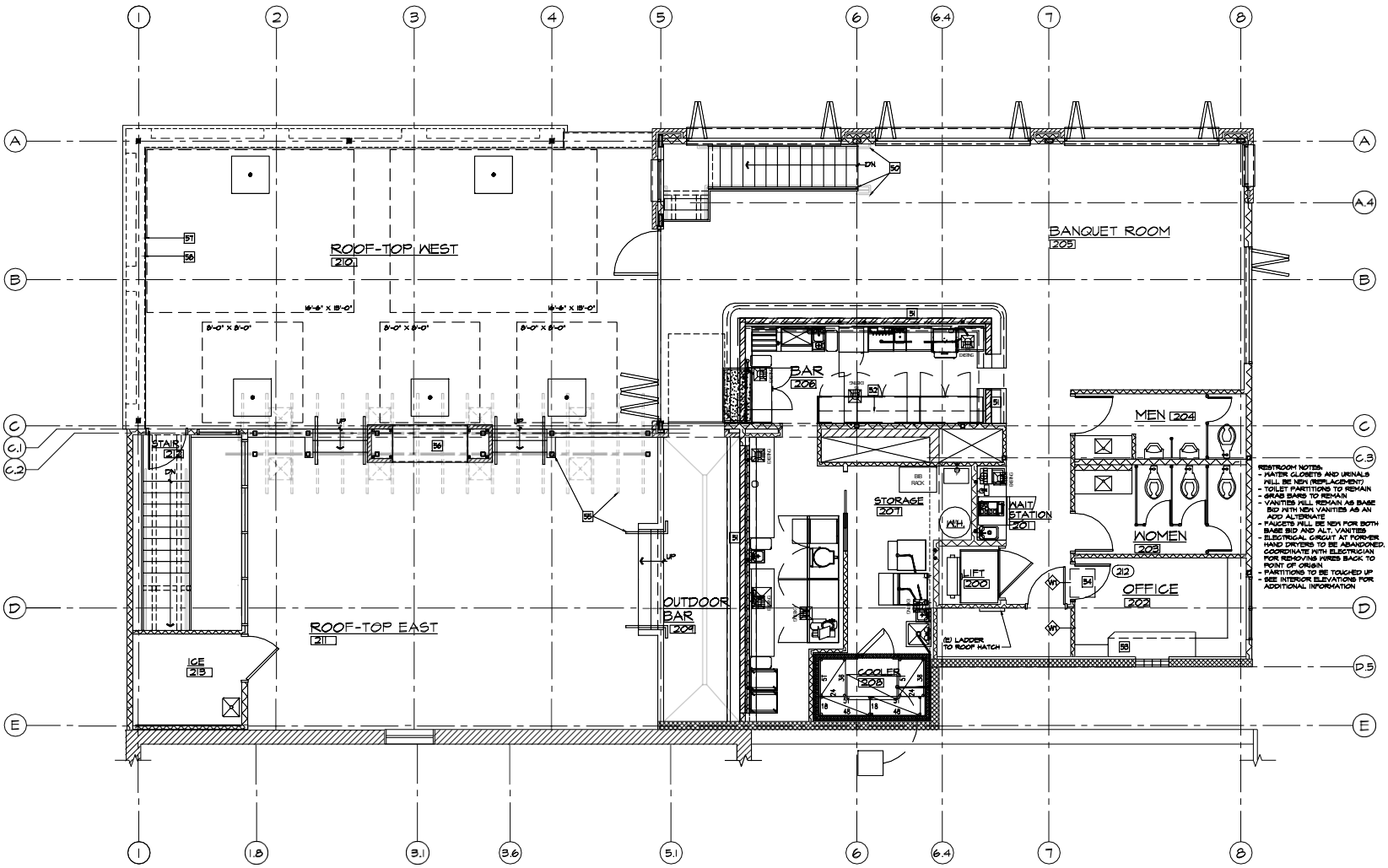
54 FORMER A/V RACK / HOME RUN LOCATION

55 EXTERIOR STEEL GUARDAIL, DRINK RAIL & PERGOLA TO REMAIN (N/NEW PAINT)

56 EXTERIOR GAS FIREPLACE TO REMAIN. ENSURE UNIT IS IN WORKING ORDER AND FINISHES ARE TOUCHED UP ACCORDINGLY

57 EXISTING PRE-CAST CONCRETE PARAPET CAP - REPAIR / REPLACE SECTIONS AS REQUIRED

58 EXISTING PARAPET / GUARDWALL - REFINISH (E) BRAZILLIAN HARDWOOD ON TERRACE SIDE OF WALL



2ND. FL. SEATING:

INDOOR	52
OUTDOOR	135
TOTAL	187

SECOND FLOOR PLAN - REMODELED

1/4" = 1'-0"

revision		
no.	date	by
1	4-30-2026	

STATE OF COLORADO
BRADLEY W. ECKMAN
B-3026
LICENSED ARCHITECT

H-A ARCHITECTS
ARCHITECTURE & PLANNING
LITTLETON PROFESSIONAL BUILDING
700 W. LITTLETON BLVD. SUITE 106
LITTLETON, CO 80120
TEL 303 730 7300

Chachi's Italian - American Restaurant

2589 West Main Street
Littleton, Colorado 80120

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sheet title	SECOND FLOOR PLAN REMODELED
date	5-14-2026
drawn	M.L.
checked	B.E.
sheet	A2.0











Staff Communication

File #: Ordinance 23-2026, **Version:** 3

Agenda Date: 11/03/2026

Subject:
Ordinance 23-2026: An ordinance on second reading appropriating funds for the 2027 annual budget for all municipal purposes of the City of Littleton, Counties of Arapahoe, Douglas, and Jefferson, State of Colorado, adopting budgets for the enterprise funds of the City of Littleton for the fiscal year beginning January 1, 2027 and ending December 31, 2027, and amending the 2026 budget

From:	James L. Becklenberg, City Manager
Prepared by:	Kevin Orton, Budget Manager
Presentations:	Kevin Orton, Budget Manager

PURPOSE:
Council consideration of the 2027 annual budget for all municipal purposes of the City of Littleton, Counties of Arapahoe, Douglas, and Jefferson, State of Colorado, adopting budgets for the enterprise funds of the City of Littleton for the fiscal year beginning January 1, 2027 and ending December 31, 2027, and amending the 2026 budget.

LONG-TERM OUTCOME(S) SERVED:
High-Quality Governance

DISCUSSION:
The 2027 Proposed Budget was transmitted to City Council of September 15, 2026 and a City Council Budget Workshop was held on October 9, 2026 at the South Platte Renew Administration Building. City Council received an additional briefing during a City Council Meeting on October 20, 2026. During these meetings, City Council agreed to amend the proposed budget. The proposed budget as amended is being presented for adoption.

BACKGROUND:
The Charter of the City of Littleton Article X, Part I, Sec. 70-72 requires the City Manager to present a Proposed Operating and Capital Budget not later than September 15th for the subsequent fiscal year. The Budget is required to be adopted 30 days prior to the start of the fiscal year (December 1st). The State of Colorado requires the budget adopted, and mill level by certified, by December 15th.

The 2027 Proposed Budget was transmitted to City Council of September 15, 2026 and a City Council Budget Workshop was held on October 9, 2026 at the South Platte Renew Administration Building.

During these meetings, City Council agreed to amend the General Fund proposed budget by supporting four additional policy questions, and by reducing the City Council travel budget. The following amendments are included in the 2027 annual budget for consideration

- Funding for the Littleton Leadership Academy
- Municipal Court Level of Service Assessment
- Adding one (1) additional planner in Community Development
- Reducing the Open Rewards program by $30,000 for one year
- Reducing the City Council Budget

The total amendments increased the General Fund proposed budget by $202,707

The 2027 fiscal year is from January 1, 2027 through December 31, 2027 and the total city budget, inclusive of interfund transfers, is $159.0 million and of that amount the total General Fund 2027 proposed budget is $65.1 million. The 2027 Proposed Budget includes funding for 349 full-time positions and 44 part time positions.

The budget is balanced, maintains healthy reserves, and preserves existing service levels while adding resources in alignment with City Council policy direction and the Horizon 2027 strategic plan's strategic outcomes: Vibrant Community with Rich Culture, Sustainable Community with Natural Beauty, Robust and Resilient Economy, Safe Community, and High-Quality Governance.

2026 Estimate
As part of the 2027 proposed budget, the 2026 estimates are provided to develop the estimated available funds for the 2027 budget. The following funds will need to revise their 2026 budgets since the estimate is higher than appropriations. All estimates were included in the 2027 proposed budget document.

Fund	2026 Budget	Adj.	2026 Revised Budget
Open Space	$3,759,743	$305,000	$4,064,743
Capital Improvement Sales Tax	$29,873,230	$31,686,894	$61,560,124
Geneva Village	$61,055	$11,303	$72,358
Employee Insurance	$10,053,589	$313,216	$10,366,805

Prior Actions or Discussions

- A preliminary 2027 budget planning forecast was presented at the June 16, 2026 City Council Meeting
- The 2027 Proposed Budget was discussed at the October 9, 2026 budget workshop.
- A summary of the proposed budget and additional follow up was discussed at the October 20, 2026 City Council meeting.
- This ordinance passed on first reading on November 3, 2026.

FISCAL IMPACTS:
The policy questions and budget were reviewed by council during two study sessions and information is available at the Bemis Public Library, the City Clerk's Office, and the City of Littleton website for public review.

The following is a 2027 budget summary for all funds in this appropriation ordinance:

Fund	2027 Adopted Budget
General Fund	$65,079,892

Affordable Housing Fund	500,000
Conservation Trust Fund	375,352
Consolidated Special Revenue Fund	759,368
Grants Fund	7,536,710
Open Space Fund	2,945,099
Impact Fees Fund	4,543,640
Lodgers Tax Fund	873,532
Capital Projects Fund	10,442,495
Capital Improvement Sales Tax Fund	16,599,472
Employee Insurance Fund	11,102,702
Fleet Maintenance Fund	3,283,026
Information Technology/Equipment Fund	1,620,000
Property & Liability Fund	1,475,000
Sewer Utility Enterprise Fund	27,126,710
Storm Drainage Utility Enterprise Fund	4,768,187
Total	**$159,031,185**

The following 2026 budgets are being adjusted in alignment with the 2026 estimate as included in the 2027 Proposed Budget document:

Fund	**2026 Revised Budget**
Open Space	$4,064,743
Capital Improvement Sales Tax	61,560,124
Geneva Village	72,358
Employee Insurance	10,366,805

STAFF RECOMMENDATION:
Staff recommends approval of this ordinance and to schedule second reading adopting the 2027 budget on November 17, 2026.

ALTERNATIVES:
City Council may choose to adjust the proposed budget or reschedule 1st and 2nd reading, however the City Charter requires the budget be adopted 30 days prior to the start of the fiscal year (December 1st). And the State of Colorado requires the budget adopted, and mill level by certified, by December 15th. If the budget is not adopted by certification deadline, then 90 percent of the amounts appropriated in the current year for operations and maintenance expenses shall be deemed re-appropriated for the purposes specified in such last appropriation (CRS 29-1-108(2) and (3)).

PROPOSED MOTION:
I move to approve Ordinance 23-2026 on second reading appropriating funds for the 2027 annual budget for all

municipal purposes of the City of Littleton, Counties of Arapahoe, Douglas, and Jefferson, State of Colorado, adopting budgets for the enterprise funds of the City of Littleton for the fiscal year beginning January 1, 2027 and ending December 31, 2027, and amending the 2026 budget.

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CITY OF LITTLETON, COLORADO

ORDINANCE NO. 23

Series, 2026

AN ORDINANCE ON FIRST READING OF THE CITY OF LITTLETON, COLORADO, APPROPRIATING FUNDS FOR THE 2027 ANNUAL BUDGET FOR ALL MUNICIPAL PURPOSES OF THE CITY OF LITTLETON, COUNTIES OF ARAPAHOE, DOUGLAS, AND JEFFERSON, STATE OF COLORADO, ADOPTING BUDGETS FOR THE ENTERPRISE FUNDS OF THE CITY OF LITTLETON FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2027 AND ENDING DECEMBER 31, 2027, AND AMENDING THE 2026 BUDGET

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

Section 1: There shall be and is hereby appropriated from and out of the general revenues derived from taxation in the City of Littleton, Colorado, and from franchises, licenses, fees, fines, grants, surplus and other sources of money or revenue including available fund balances of said City during the fiscal year commencing January 1, 2027, and the following sums of money are deemed necessary to satisfy the expenses and liabilities of said City for said fiscal year. The sum or sums of money so appropriated for the various funds of the City are:

FUND	**EXPENDITURES**
General Fund	$65,079,892
Affordable Housing Fund	500,000
Conservation Trust Fund	375,352
Consolidated Special Revenue Fund	759,368
Grants Fund	7,536,710
Open Space Fund	2,945,099
Impact Fees Fund	4,543,640
Lodgers Tax Fund	873,532
Capital Projects Fund	10,442,495
Capital Improvement Sales Tax Fund	16,599,472
Employee Insurance Fund	11,102,702
Fleet Maintenance Fund	3,283,026
Information Technology/Equipment Fund	1,620,000
Property & Liability Fund	1,475,000
Total	**$127,136,288**

Section 2: The budgeted expenditures for the City of Littleton, Colorado, Sewer Utility Enterprise and Storm Drainage Enterprise Fund for the period of January 1, 2027 to December 31, 2027 shall be.:

FUND	**EXPENSES**
Sewer Utility Enterprise Fund	27,126,710
Storm Drainage Utility Enterprise Fund	4,768,187
Total	**$ 31,894,915**

Section 3: There shall be and is hereby appropriated from and out of the general revenues derived from taxation in the City of Littleton, Colorado, and from franchises, licenses, fees, fines, grants, surplus and other sources of money or revenue including available fund balances of said City during the fiscal year commencing January 1, 2026, and the following sums of money are deemed necessary to satisfy the expenses and liabilities of said City for said fiscal year. The sum or sums of money so appropriated for the various funds of the City are:

FUND	**EXPENDITURES**
Open Space Fund	$305,000
Capital Improvement Sales Tax Fund	31,686,894
Geneva Village Fund	11,303
Employee Insurance Fund	313,216
Total	**$32,316,413**

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

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

INTRODUCED AS A BILL at a regularly scheduled meeting of the City Council of the City of Littleton on the 3 day of November, 2026, passed on first reading by a vote of ___

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

PUBLIC HEARING on the Ordinance to take place on the 3 day of November, 2026, in the Council Chamber, 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 17 day of November, 2026 and ordered published by posting at Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

ATTEST:

_____
Colleen L. Norton
CITY CLERK

_____
Kyle Schlachter
MAYOR

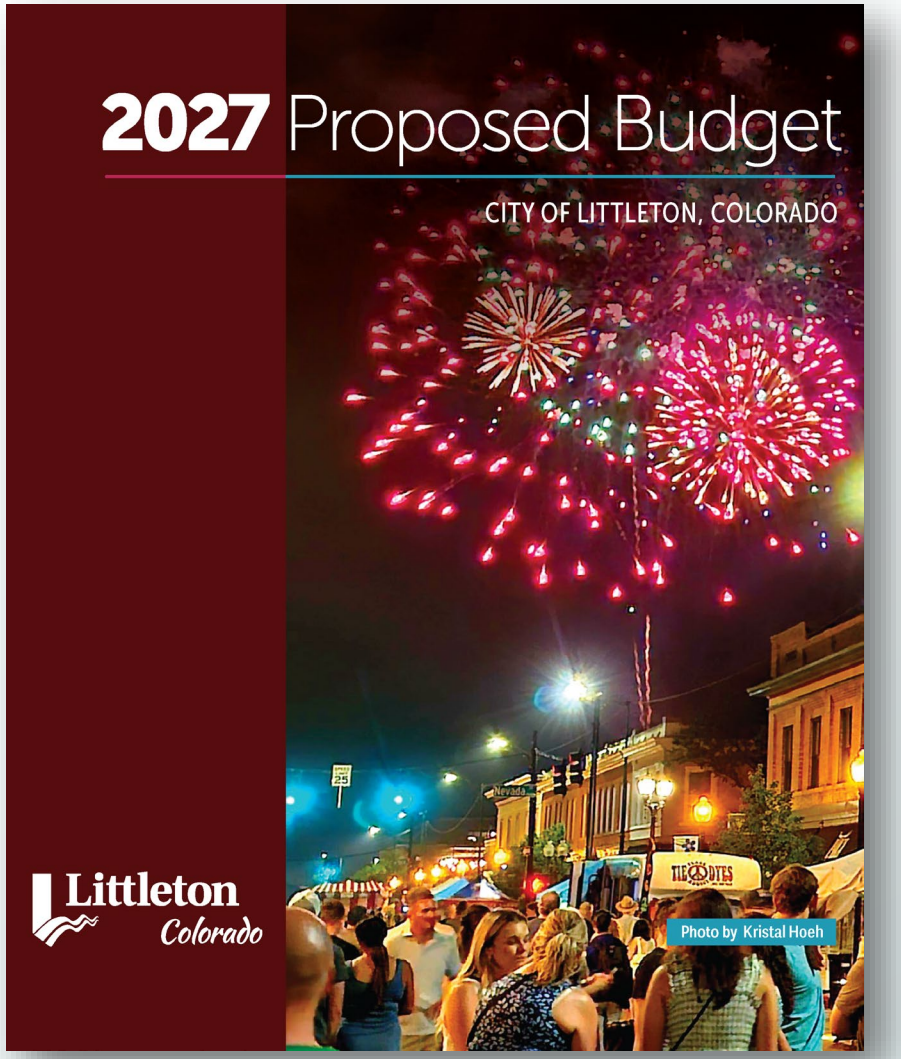
APPROVED AS TO FORM:

_____
Reid Betzing
CITY ATTORNEY

2027 BUDGET ADOPTION 2ND READING

NOVEMBER 17, 2026

Kevin Orton, Budget Manager



Littleton

2027 BUDGET PROCESS



“All-Hands-on-Deck” Approach

- Every department director reviewed their budget
- All restricted funds reviewed for additional capacity to take pressure off the General Fund



15% Non-Personnel Reduction Target

- Each department submitted 15% of non-personnel reductions
- Emphasis on looking for non-service level impacts
- Service level impacts analyzed and reviewed



Vacancy Management

- Vacancy targets established in General Fund
- All vacancy and personnel changes reviewed by interdepartmental committee.

GENERAL FUND

($ in millions)	2026 Budget	2026 Estimate	2027 Budget
Beginning Balance	**$19.2**	**$21.3**	**$16.1**
Revenues	**$61.3**	**$59.8**	**$65.3**
Expenditures			
Personnel	$46.9	$46.6	$48.2
Operating Non-Personnel	$17.0	$14.9	$14.9
Transfer to Capital Projects	$1.9	$1.9	$1.9
Total Operating Expenditures & Transfers	**$65.8**	**$63.4**	**$65.0**
Carry Forward Expenses		**$1.2**	
One Time Expenditures	**$0.3**	**$0.3**	**$0.1**
Ending Balance	**$14.4**	**$16.1**	**$16.4**
% of Fund Balance to Op. Expenses	**23%**	**26%**	**26%**
Ongoing Revenues vs Operating Expenses and Transfers	***$(4.5)***	***$(3.6)***	***$0.3***

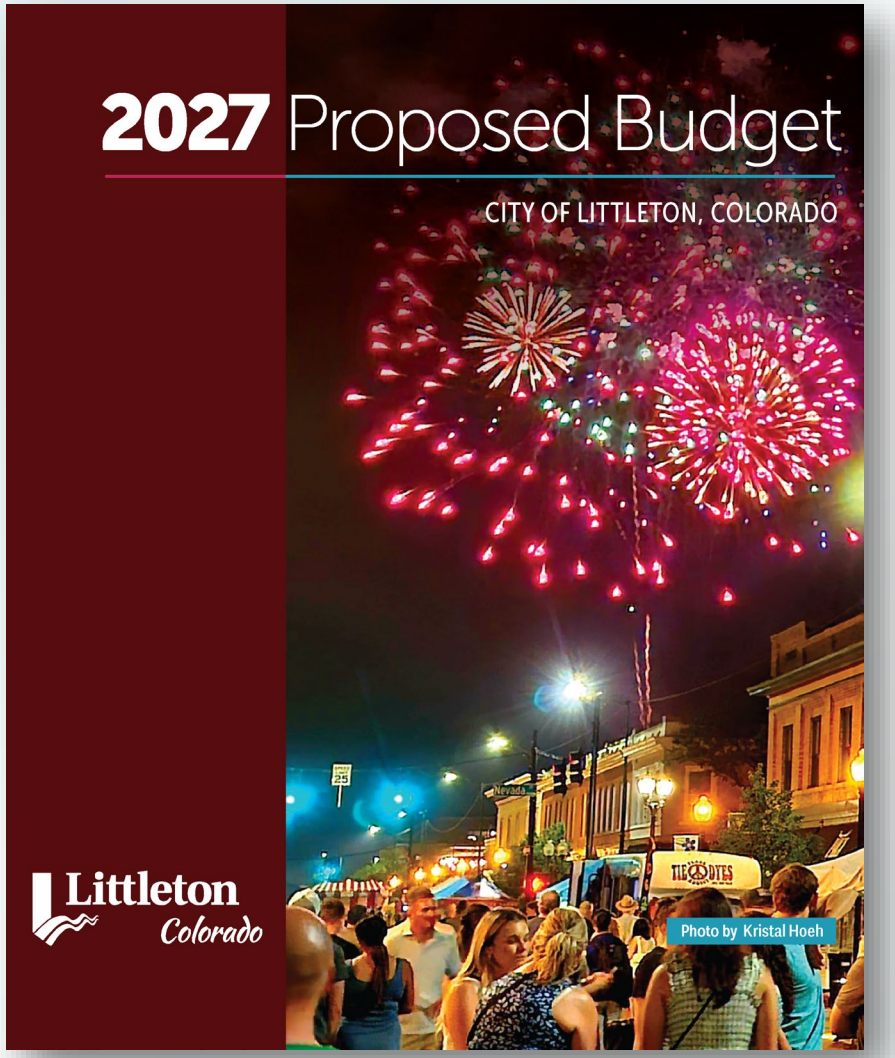
GENERAL FUND 5 YEAR MODEL

($ in millions)	2025 Actuals	2026 Estimate	2027 Budget	2028 Projection	2029 Projection	2030 Projection	2031 Projection
Beginning Balance	**$21.4**	**$21.3**	**$16.1**	**$16.4**	**$15.4**	**$13.9**	**$12.2**
Revenue	$60.0	$59.8	$65.3	$66.5	$69.2	$71.7	$74.3
Operating Expenses	$58.2	$61.5	$63.1	$65.6	$68.7	$71.3	$74.2
Operating Revenue vs Expenses	***$1.8***	***$(1.7)***	***$2.2***	***$1.0***	***$0.5***	***$0.4***	***$0.1***
One Time Expenses & Carry Forward		$1.5	$0.1				
Transfer to Capital Projects Fund	$1.8	$1.9	$1.9	$1.9	$2.0	$2.0	$2.1
Ending Balance[1]	**$21.3**	**$16.1**	**$16.4**	**$15.4**	**$13.9**	**$12.2**	**$10.3**
% of Fund Balance to Operating Expenses	**37%**	**26%**	**26%**	**23%**	**20%**	**17%**	**14%**

City Policy: 18%-25% of Fund Balance to Operating Expenditures

[1]Includes spending for 2025 Carry Forward reserve, one-time expenditures, and transfer to the Capital Projects Fund

2027 OVERALL BUDGET



City Funds	2027 Budget
General Fund	$65.1 Million
Special Revenue Funds	17.5 Million
Capital Funds	27.0 Million
Sewer and Storm Utility Enterprise Funds	31.9 Million
Internal Service Funds	17.5 Million
Total 2027 Proposed Budget	**$159.0 Million**
Full Time Positions	**349**
Part Time Positions	**44**

Other Funds Highlights

- Two new project manager positions funded from the Capital Improvement Sales Tax Fund
- Two new positions in Utility Funds consistent with presentation on Utility Rate Study

Littleton

2026 BUDGET - AMENDED

Fund	2026 Budget	Adj	2026 Revised Budget
Open Space	$3,759,743	$305,000	$4,064,743
Capital Improvement Sales Tax	$29,873,230	$31,686,894	$61,560,124
Geneva Village	$61,055	$11,303	$72,358
Employee Insurance	$10,053,589	$313,216	$10,366,805

- Increasing select fund appropriations based on 2026 estimate included in 2027 proposed budget
- All estimates were included in the 2027 proposed budget document

Littleton

2026-2031 CIP APPROPRIATIONS PLAN BY PROJECT TYPE

Project Categories ($ in millions)	2026	2027	2028	2029	2030	2031	2026-2031 Total
Major Projects	$35.2	$35.0	$0.0	$0.0	$0.0	$0.0	**$70.2**
Transportation	32.3	7.4	8.1	1.0	1.8	4.5	**55.1**
Pavement Preservation	9.4	8.5	8.8	7.0	7.0	7.0	**47.8**
Facility Projects	6.4	10.0	2.2	0.8	0.3	0.1	**19.7**
Utility Projects	7.8	4.5	1.3	1.3	1.3	1.3	**17.3**
Open Space Projects	2.7	2.5	1.9	3.2	0.1	0	**10.3**
Grounds and Irrigation	0.8	1.1	1.0	1.0	0	0	**3.9**
Public Safety	2.3	0.0	0.0	0.0	0.0	0.0	**2.3**
Master Plan & Studies	1.0	0.8	0.3	0.0	0.0	0.0	**2.0**
Information Technology	0	0.5	0	0	0	0	**0.5**
Total	**$98.0**	**$70.3**	**$23.5**	**$14.3**	**$10.4**	**$12.8**	**$229.3**

ORDINANCE

- **Ordinance 23-2026:** Ordinance appropriating funds for the 2027 budget and amending the 2026 budget
- **Ordinance 24-2026:** Ordinance establishing the tax levy of 2.0 mills
- **Ordinance 25-2026:** Ordinance establishing the tax levy of 3.0 mills to help for the Littleton Downtown Development Authority

Littleton

2027

QUESTIONS?

Littleton

Littleton Center
2255 West Berry Avenue
Littleton, CO 80120

City of Littleton

Staff Communication

File #: Ordinance 24-2026, **Version:** 2

Agenda Date: 11/17/2026

Subject:
Ordinance 24-2026: An ordinance on second reading establishing the tax levy of 2.0 mills to defray the costs of municipal government of the City of Littleton, Counties of Arapahoe, Douglas, and Jefferson, State of Colorado, for the City's Fiscal Year beginning January 1, 2027, and ending December 31, 2027

From:	James L. Becklenberg, City Manager
Prepared by:	Kevin Orton, Budget Manager
Presentations:	N/A

PURPOSE:
Council consideration for establishing the tax levy of 2.0 mills to defray the costs of municipal government of the City of Littleton, Counties of Arapahoe, Douglas, and Jefferson, State of Colorado, for the City's Fiscal Year beginning January 1, 2027, and ending December 31, 2027.

LONG-TERM OUTCOME(S) SERVED:
High-Quality Governance.

DISCUSSION:
Property taxes are used to help fund city operations. Property taxes are projected to increase in 2027 by an estimated 2%. With growth in the City of Littleton limited, increases in property tax revenues depend primarily on assessed valuations. The property tax mill levy rate ($1 per $1,000 of assessed value) remains the same as last year at 2.0 mills ($2 per $1,000 of assessed value).

BACKGROUND:
The property tax levy remained at 6.662 mills from 1991-2018. In 2019, the property tax levy was reduced to 2.0 mills a result of the fire department transition to South Metro Fire Rescue.

Prior Actions or Discussions
Council reviewed the 2026 Proposed Budget during study sessions held on October 9 and October 20, 2026.

This ordinance passed on first reading on November 3, 2026.

FISCAL IMPACTS:
Property taxes represent 4% of General Fund revenues that help fund city operations. The amount estimated in 2027 for property tax revenues is $2,555,220.

STAFF RECOMMENDATION:
Staff recommends approval of the ordinance establishing the 2026 tax (mill) levy to be collected in 2027.

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ALTERNATIVES:
N/A

PROPOSED MOTION:
I move to approve Ordinance 24-2026 on second reading establishing the tax levy of 2.0 mills to defray the costs of municipal government of the City of Littleton, Counties of Arapahoe, Douglas, and Jefferson, State of Colorado, for the City's Fiscal Year beginning January 1, 2027, and ending December 31, 2027.

CITY OF LITTLETON, COLORADO

ORDINANCE NO. 24

Series, 2026

AN ORDINANCE ON FIRST READING ESTABLISHING THE TAX LEVY OF 2.0 MILLS TO DEFRAY THE COSTS OF MUNICIPAL GOVERNMENT OF THE CITY OF LITTLETON, COUNTIES OF ARAPAHOE, DOUGLAS, AND JEFFERSON, STATE OF COLORADO, FOR THE CITY'S FISCAL YEAR BEGINNING JANUARY 1, 2027 AND ENDING DECEMBER 31, 2027

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

Section 1: For the purposes of defraying expenses of municipal government for the City of Littleton, Colorado for the fiscal year beginning January 1, 2027, and ending December 31, 2027, there is hereby levied a tax of 2.0 mills upon each dollar of total assessed valuation of the taxable property, whether real, personal, or mixed, so situated within the City of Littleton, Counties of Arapahoe, Douglas, and Jefferson, State of Colorado.

Section 2: The 2.0 mills are levied for the following purposes:

General Government 2.0 mills

Section 3: To the effect and purpose that said levy mentioned herein may be properly apportioned and billed, the city clerk of the City of Littleton is hereby authorized and directed to notify the county commissioners of the Counties of Arapahoe, Douglas, and Jefferson, State of Colorado, of the adoption and passage of this ordinance, and to certify to such officials the levy herein set forth

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

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

INTRODUCED AS A BILL at a regularly scheduled meeting of the City Council of the City of Littleton on the 3rd day of November, 2026, 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 17th day of November, 2026, in the Council Chamber, 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 17th day of November, 2026 and ordered published by posting at Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

ATTEST:

_____
Colleen L. Norton
CITY CLERK

_____
Kyle Schlachter
MAYOR

APPROVED AS TO FORM:

_____
Reid Betzing
CITY ATTORNEY



Staff Communication

File #: Ordinance 25-2026, **Version:** 2

Agenda Date: 11/17/2026

Subject:
Ordinance 25-2026: An ordinance on second reading establishing the tax levy of 3.0 mills to help defray the costs of government for the Littleton Downtown Development Authority of the county of Arapahoe, State of Colorado, for the calendar year beginning January 1, 2027, and ending on December 31, 2027

From:	James L. Becklenberg, City Manager
Prepared by:	Kevin Orton, Budget Manager
Presentations:	N/A

PURPOSE:
City Council consideration establishing the tax levy of 3.0 mills to help defray the costs of government for the Littleton Downtown Development Authority of the county of Arapahoe, State of Colorado, for the calendar year beginning January 1, 2027, and ending on December 31, 2027.

LONG-TERM OUTCOME(S) SERVED:
High-Quality Governance

DISCUSSION:
This ordinance will establish a mill levy of 3.0 mills for the LDDA to be collected in 2027 as approved by voters November 2022.

BACKGROUND:
The Littleton Downtown Development authority was approved by voters in November 2022 with a mill levy set at 3.0 mills. The LDDA Board adopted the 2027 budget on September 16, 2026, and is being presented to the council for consideration on November 17.

Prior Actions or Discussions
This ordinance passed on first reading on November 3, 2026.

FISCAL IMPACTS:
The LDDA estimates approximately $193,545 to be collected in property taxes in 2027.

STAFF RECOMMENDATION:
Staff recommends approval of the ordinance on second reading establishing the 2026 tax (mill) levy to be collected in 2027.

ALTERNATIVES:
N/A

PROPOSED MOTION:
I move to approve Ordinance 25-2026 on second reading establishing the tax levy of 3.0 mills to help defray the costs of government for the Littleton Downtown Development Authority of the county of Arapahoe, State of Colorado, for the calendar year beginning January 1, 2027, and ending on December 31, 2027.

CITY OF LITTLETON, COLORADO

ORDINANCE NO. 25

Series, 2026

AN ORDINANCE ON FIRST READING ESTABLISHING THE TAX LEVY OF 3.0 MILLS TO DEFRAY THE COSTS OF MUNICIPAL GOVERNMENT FOR THE LITTLETON DOWNTOWN DEVELOPMENT AUTHORITY OF THE COUNTY OF ARAPAHOE, STATE OF COLORADO, FOR THE CITY'S FISCAL YEAR BEGINNING JANUARY 1, 2027 AND ENDING DECEMBER 31, 2027

WHEREAS, the Littleton Downtown Development Authority, Littleton, Colorado, (the "LDDA") was created pursuant to Ordinance No. 29, Series 2022 under the provisions of Part 8 of Article 25 of Title 31, C.R.S. (the "DDA statute"); and

WHEREAS, voters within the Downtown Development Authority approved the establishment of the Authority and also approved the establishment of a property tax for the Authority not to exceed 3 mills.

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

Section 1: The tax levy upon the real and personal property within the boundaries of the Littleton Downtown Development Authority for all purposes to be collected beginning January 1, 2027, and ending December 31, 2027, is hereby levied at three (3.000) mills for the upon each dollar of the total valuation for assessment of all real and personal property within the boundaries of the LDDA.

Section 2: The proper officials of the City are hereby authorized and directed to certify to the county commissioners of the County of Arapahoe, Colorado the mill levy for the Littleton Downtown Development Authority as hereinabove determined and fixed and the county assessor to extend the same to the tax rolls.

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

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

INTRODUCED AS A BILL at a regularly scheduled meeting of the City Council of the City of Littleton on the 3rd day of November, 2026, 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 17th day of November, 2026, in the Council Chamber, 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 17th day of November, 2026 and ordered published by posting at Littleton Center, Bemis Library, the Municipal Courthouse and on the City of Littleton Website.

ATTEST:

_____	_____
Colleen L. Norton	Kyle Schlachter
CITY CLERK	MAYOR

APPROVED AS TO FORM:

_____
Reid Betzing
CITY ATTORNEY

