

INTERGOVERNMENTAL AGREEMENT FOR  
DOWNTOWN DEVELOPMENT AUTHORITY SUPPORT AND SERVICES

THIS AGREEMENT is made and entered into by and between the City of Longmont, Colorado, a municipal corporation, (“City”) and the Longmont Downtown Development Authority (“DDA”), effective the \_\_\_\_\_ day of \_\_\_\_\_, 2016, replacing in its entirety the agreement between the City and the DDA dated January 1, 2015.

RECITALS

The DDA was formed in November, 1982 as a body corporate pursuant to Part 8, 31-25-801 et seq., C.R.S. The DDA was formed for the purpose of promoting the improvement and redevelopment of the downtown area of the City of Longmont. As part of that effort, the City desires to have the DDA undertake certain duties for the benefit of the City and the area within the boundaries of the DDA, which duties are described in Article I of this Agreement. As consideration for the work to be performed by the DDA, the City agrees to provide assistance and services, which are described in Article II of this Agreement.

ARTICLE I

DUTIES OF THE DDA

1. DDA Services. The DDA agrees to provide the following downtown development services on behalf of the City:
  - A. To encourage and stimulate economic development in Longmont’s central business district and general downtown area by providing information and services to existing and prospective businesses and industries.
  - B. To sponsor or produce downtown special events in 2016 with implementation assistance from the City, including three ArtWalk events, the Festival on Main, and up to five events on avenues east or west of Main Street, alleys or parking lots. Additionally, the Downtown Longmont Creative District will host several events in conjunction with its committees, including Second Fridays as well as other retail related events within the DDA boundaries.
  - C. To co-sponsor or produce downtown special events in 2016, with planning and implementation assistance from the City including Halloween Parade and Trick or Treat on Main Street, the Downtown Summer Concert Series on 4th Avenue, and the Holiday Tree Lighting. As a part of organizing these events the DDA and the City of Longmont agree to the following planning principles, schedules and/or operating agreements:
    1. By February 1st, 2016, the DDA Executive Director will schedule an initial special event planning meeting with City staff for the purpose of setting the special event calendar for 2016.
    2. For each special event that is co-sponsored by the DDA and the City, the

DDA and the City Recreation Services Manager will create an event planning team that will work together on planning, budget, implementation and evaluation of the event. Additionally, the DDA and City Recreation Services Manager will work together to attract and facilitate outside events being hosted in the DDA.

- D. To prepare literature, promotional material, brochures or printed material aids to assist in achieving downtown and central business district economic and redevelopment objectives. The logo of the City shall be included in all marketing efforts for events and services paid for by funds from the City.
- E. To conduct, prepare, or have prepared planning and technical surveys as may be necessary for data and informational needs.
- F. To prepare or have prepared a framework or master plan for the physical redevelopment and economic development of the downtown.
- G. As necessary, to coordinate work and consult with the City and Longmont General Improvement District No. 1 in preparation of the master plan and other physical redevelopment and economic development activities.
- H. To propose projects and prepare documents, as necessary, for City evaluation and consideration.
- I. To prepare a proposed budget and Capital Improvement Program projects for the coming fiscal year on the same schedule as City departments and to recommend to the City Council the ad valorem mill levy necessary for the coming year to fund the approved budget.
- J. To prepare information for additional appropriations and Capital Improvement Program project amendments for the current fiscal year on the same schedule as City departments and to be available to present information during council meetings if necessary.
- K. To comply with City Personnel Rules and all applicable employee-related Administrative Regulations to ensure consistent and appropriate management of employee issues and concerns.
- L. To use the City's Purchasing Division for all contract and purchasing transactions, and to adhere to all of the City's purchasing rules and regulations.
- M. To do all things necessary, proper, advisable or convenient for the accomplishment of the above purposes and to do all other things incidental thereto or connected therewith.
- N. Be responsible for the reasonable costs related to traffic control for events which they choose to hold above and beyond the events identified in paragraph B and C above. The DDA has the option of bidding for these services. In this situation, the

DDA shall contract with a traffic control company approved by the City to provide the necessary service, and the traffic control plans shall be approved by the City.

- O. To compose the Longmont Downtown Design Board, undertaking its duties such as to review applications for certificates of compliance with downtown sign design standards within the boundaries of the DDA consistent with the provisions of section 15.06.130 of the Longmont municipal code.
2. Sidewalks, Streetscape Improvements. The DDA agrees to meet the following responsibilities concerning sidewalks and streetscape improvements within the boundaries of the DDA.
- A. All sidewalks within the boundaries of the DDA will meet design and construction standards set forth in City ordinances and rules and regulations, unless otherwise approved by the City.
  - B. Maintenance of sidewalks within the boundaries of the DDA will be the responsibility of the adjacent property owner, or as set forth in City ordinances, or as set forth in this Agreement.
  - C. The DDA may propose redesign and reconstruction of sidewalks in the downtown area in order to enhance the area's visual appeal and to ease access to downtown businesses. Any redesign and reconstruction must meet current City and applicable State standards, unless otherwise approved by the City. The DDA will be responsible for completing, or having completed, the proposed work once the City has approved it.
  - D. The City will evaluate requests for redesign or reconstruction of sidewalks through its normal review and evaluation procedures.
  - E. The DDA will obtain all permits required by City ordinances to perform work in the City's right-of-way before beginning any reconstruction approved by the City.
  - F. As of January 1, 2016, the sidewalks and streetscape areas that fall under this section of Article I are as follows:
    - 1. West side of Main Street, from 1st Avenue to Longs Peak Avenue;
    - 2. East side of Main Street, from 2nd Avenue to Longs Peak Avenue;
    - 3. The area of the Sixth Avenue Plaza east of the sculpture;
    - 4. North and South sides of 3rd Avenue, from Main Street to the alleys on both the east and west sides of Main Street;
    - 5. North and South sides of 3rd Avenue, from Main Street to Coffman Street;

6. North and South sides of 4th Avenue from Main Street to Coffman Street; and from Main Street to Kimbark Street
  7. North and south sides of 5th Avenue, from Main Street to the alleys on both the east and west sides of Main.
- G. Upon completion and acceptance of sidewalk and streetscape improvements, except those noted in item 2.I. below, the City will accept ownership, liability and maintenance.
  - H. The DDA will be responsible for routine maintenance and for all streetscape improvements owned or maintained by the DDA located within the DDA boundaries.
  - I. The streetscape improvements that fall under this section of Article I are inclusive of but not limited to, planters, kiosks, and address blocks placed in the sidewalk.
  - J. The DDA will periodically review the condition of streetscape improvements it owns or maintains to find any potential repairs that may be needed.
  - K. The DDA will budget each year an adequate amount of money for streetscape improvements repairs as they are needed.
  - L. The DDA will provide liability insurance coverage for streetscape improvements within the DDA boundaries.
  - M. The DDA's maintenance responsibilities on streetscape improvements it has purchased and placed within the DDA boundaries include, but are not limited to repair and replacement of broken, damaged, or unsightly improvements.
  - N. The DDA will budget for emergency tree trimming services within the DDA district as defined in Article 1, Paragraph 2, Section F that impacts property owners or pedestrian safety.
  - O. The DDA will designate 25% of the Tax Increment Financing (TIF) generated by City taxes to be used for replacement of streetscape infrastructure assets within the DDA.
3. Alley, Breezeway, and Parking Lot improvements. The City and the DDA are jointly planning, designing and constructing the Downtown Alley Improvement Project, CIP No. DR-8, identified in the City 2015-2019 CIP and related improvements to the downtown breezeways (DR-25) and parking lots (DR-23) impacted by the Alley Improvement Project. Future updates of this agreement will address the issues identified in those projects.
  4. Development Incentive Program. The DDA will administer a Development Incentive Program (DIP) as detailed in this agreement and program documents to facilitate desired small- to moderate-scale building exterior facade improvements for eligible projects,

building and fire code required improvements for priority projects, and eligible public improvements related directly to and benefitting a private development project contemplated below and in compliance with the following procedures and funding limitations:

A. Program requirements include the following:

1. Eligibility for participation in the DIP is limited to the following: Owners of real property within the territorial limits of the DDA, their lessees with the consent of the owners or their authorized representatives.
2. Applications will be in writing, upon forms provided and in a format required by the DDA, and will be submitted to DDA staff for review and recommendation to the DDA Board.
3. Applications may only be approved by the DDA Board. Any approval will be subject to a development agreement, if required by the DDA Board, which will require the funding recipient to fully reimburse the DDA should the recipient fail to comply with the terms of the agreement.
4. Public improvements, as identified in subsection E, below, may also be funded as part of the DIP upon a finding by the DDA Board that the public improvements will have a positive impact on and help facilitate a private development, and that the appropriation of program funds would not unduly reduce the availability of funds for private improvements.

B. Applications will include the information outlined in the DIP program documents approved by the DDA Board. Applications must provide evidence that all General Improvement District, DDA, City, and other applicable taxes are paid to date for the property owner(s) and business(es) associated with the property requesting funding.

C. Project Funding. The amount of DIP funding is at the discretion of the DDA Board and subject to available funding. DIP funding will be evaluated on a case-by-case basis and will be based on an application's compliance with the standards and criteria set forth in section D. The DDA may establish a scoring system for evaluating applications as needed. DIP funding is limited to no more than twenty-five (25) percent of the total project costs up to a maximum of \$10,000 of DDA funding, except that restaurants and other relevant uses identified in the Arts and Entertainment District Strategic Report and Action Program, and determined by the DDA Board to be a priority project for the downtown, may receive funding exceeding \$10,000 and twenty-five (25) percent of the total project costs.

D. Application Standards and Criteria. Applications will be evaluated according to the following standards and criteria:

1. The application is consistent with the DDA and City goals and objectives, including those goals and objectives in the DDA Downtown Master Plan

for Development, the Arts and Entertainment District Strategic Report and Action Program, Advance Longmont Plan, and the Longmont Area Comprehensive Plan.

2. The application is eligible for funding based on availability of funds and priority of projects as determined by the DDA Board.
  3. The application will have a positive impact on the downtown in terms of estimated property and sales taxes, and short and long term employment generated by the project.
  4. The application will enhance the viability of the downtown by providing a desired use or mix of uses in an area where redevelopment is desired.
  5. The application is consistent with the downtown sign design standards and facade improvement guidelines, including the preservation of historic landmarks, those properties, structures, or features eligible to be a historic landmark, and contributing properties, structures, or features within a local historic area or district, or a national register historic district. Historic landmarks are subject to applicable review by the Historic Preservation Commission.
  6. The application mitigates physical deterioration within the downtown, and will have a positive impact on the visual quality of the downtown through creative and enduring design, and the use of high quality and durable building materials.
  7. The application promotes sustainable development through the use of green building and energy conservation practices and will not create adverse environmental impacts.
- E. Private improvements eligible for DIP funding will be identified in the DIP program documents approved by the DDA Board. Public improvements and facilities eligible for funding, subject to Art. I § 4.A.4 above, include the following:
1. Public parking facilities.
  2. Infrastructure installation in the public right-of-way, including sanitary and storm sewer, water, gas, and electric utilities.
  3. Public street improvements, including curbs, gutters and sidewalks.
  4. Public alley improvements.
  5. Public breezeway improvements.

6. Public parks and plazas.
  7. Streetscape and alleyscape improvements in the public right-of-way, including trees, grates, irrigation, benches, trash and recycling receptacles, kiosks, planters, bicycle racks, and lighting fixtures.
  8. Such other public improvements as the DDA finds are consistent with the goals and objectives of the DDA.
- F. Review Process. The DDA will establish and implement a review process and evaluation criteria for considering proposals and awarding DIP funds to proposed projects. The review process will include a public meeting before the DDA Board at which interested parties may be heard.
- G. Reporting Requirements.
1. The DDA will submit periodic reports to the City showing revenues collected and actual expenditures from the DIP to date.
  2. The DDA will provide, and cooperate with the production of such periodic City or outside audits of the DIP as the City may require.
5. Facade Improvement Program. The DDA will administer a Facade Improvement Program (FIP) as detailed in this agreement and program documents to facilitate desired larger scale redevelopment and new development projects in the downtown area through the use of tax increment investment from the DDA. The City and the DDA agree to administer the FIP for eligible exterior building façade and site improvements, and eligible public improvements directly related to and benefitting a private development project as herein below contemplated in compliance with the following procedures:
- A. Program requirements include the following:
1. Eligibility for participation in the FIP is limited to owners of real property within the territorial limits of the DDA, their lessees, with the consent of the owners, or their authorized representatives.
  2. Applications consistent with the FIP submittal requirements will be submitted to City Planning and Development Services staff for review and recommendation to the DDA Board.
  3. Applications may only be approved by the DDA Board. Any approval will be subject to a project commitment, facade agreement, and grant of easement. Approval may require the applicant to reimburse the DDA should the applicant fail to comply with the terms of the agreement.
  4. Public improvements, as identified in subsection E, below, may also be

funded as part of the FIP upon a finding by the DDA Board that the public improvements will have a positive impact on and help facilitate a private development, and that the appropriation of program funds will not unduly reduce the availability of funds for private improvements.

- B. Applications will include the information outlined in the FIP program documents approved by the DDA Board.
- C. Project Funding. The level of DDA funding is at the discretion of the DDA Board and is subject to available funding. DDA funding will be based on an application's compliance with the standards and criteria set forth in section D below and a scoring system for evaluating applications. Funding of eligible improvements is limited to no more than twenty (20) percent of the total project costs, unless the applicant demonstrates and the DDA Board determines that the proposal is a catalyst project for the downtown, as defined in the FIP scoring system, and the tax increment revenue generated by the project supports the level of proposed funding.
- D. Application Standards and Criteria. Applications will be evaluated according to the following standards and criteria as applicable to each proposal, and the DDA Board will provide findings of how the proposal complies with the standards and criteria.
  - 1. The application is consistent with the DDA and City goals and objectives, including those applicable goals and objectives in the DDA Downtown Master Plan for Development, the Arts and Entertainment District Strategic Report and Action Program, and the Longmont Area Comprehensive Plan.
  - 2. The application is eligible for funding based on the FIP scoring system.
  - 3. Funding is or will be available from the FIP and the application will have a positive impact on the DDA finances in terms of taxes generated by the project.
  - 4. The application demonstrates appropriate relationships between the funding requested and the total project cost, the economic viability of the project, the quality of the proposed improvements, and the period of time necessary for the DDA to recover the DDA funding through tax increment revenues.
  - 5. The application is in an area where redevelopment is desired and the proposal will help foster additional redevelopment efforts in the area.
  - 6. The application will enhance the viability of the downtown by providing a desired use or mix of uses.
  - 7. The application will have a positive impact on the visual quality of the downtown through creative and enduring design and the use of high quality and durable building materials.



8. The application is consistent with the downtown sign design standards and facade improvement guidelines, including the preservation of historic landmarks, those properties, structures, and features eligible to be a historic landmark, and contributing properties, structures, and features within a local historic area or district or a national register historic district. Historic landmarks are subject to applicable review by the Historic Preservation Commission.
  9. The application promotes sustainable development through the use of green building and energy conservation practices and will not create adverse environmental impacts.
- E. Private and public improvements eligible for FIP funding will be identified in the FIP program documents approved by the DDA Board.
- F. Review Process. The City and DDA will establish and implement a review process and evaluation criteria for considering proposals and awarding FIP funds to proposed projects. The review process will include a public meeting before the DDA Board at which interested parties may be heard.
- G. Reporting Requirements.
1. The City Planning and Development Services will submit periodic reports to the DDA and City Finance Department, identifying project commitments and actual expenditures from the FIP to date, as well as facade agreements and easements received as part of the FIP.
  2. The City Planning and Development Services will submit periodic reports to the DDA and the City Finance Department identifying tax increment revenue for each project that has received funding from the FIP. In the event that a project has not met the minimum tax increment revenue requirement, the City and the DDA may pursue remedies with the applicant according to the provisions of the facade agreement.
- H. FIP Administration Reimbursement. The DDA will reimburse the City for administration of the FIP on a per project fee basis. The following fees will be used for the 2016 calendar year: \$1,500 for funded projects with total estimated costs of less than \$1 million dollars, \$2,500 for funded projects with total estimated costs of \$1 million dollars or greater, and \$750 for unfunded projects. The DDA will reimburse the administration costs to the City at the time a project is funded (for funded projects); after denial of funding by the DDA Board (for unfunded projects); or after it is determined that the applicant will not complete the project (for a project approved, but not funded).
6. Maintenance. The Public Works and Natural Resources Department may, at the request of

DDA, provide maintenance services within the areas for which DDA has maintenance responsibility. In that the DDA fulfills this responsibility for the GID, such services shall be billed to the GID by the City on at least a quarterly basis and shall include, at a minimum, costs for labor, equipment and purchases for services agreed upon with the DDA. Notwithstanding the provisions herein, the DDA shall communicate maintenance goals, service needs, and work priorities to designated Public Works and Natural Resources management and supervisory personnel.

7. Employment Benefits. It is the intent of the DDA Board of Directors to provide its professional staff with employment benefits the same as those that the City provides its employees, including but not limited to sick and other types of leave, vacation, holidays, training, and other benefits as set forth in the City's Administrative regulations and elsewhere.

## ARTICLE II

### DUTIES OF THE CITY

1. Support Services. In conjunction with the services to be performed by the DDA as set forth above, the City agrees to provide the DDA with the following support services:
  - A. The City shall provide the DDA access to the services of its Human Resources Division as a resource for appropriate Human Resources services and advice on employment-related issues.
  - B. The City shall allow DDA employees to participate in the City's life, health, and dental insurance, vision service plan, retirement health savings plan, long-term disability and pension funds, Employee Assistance Plan, and survivor's income benefit insurance policies. Payment for such benefits shall be made from the appropriate DDA Fund to the appropriate City fund at the employee rate allocated to City operating budgets, based on budgeted payroll costs.
  - C. The City shall provide the DDA with copies of all applicable Personnel Rules and employee related Administrative Regulations.
  - D. The City shall provide the DDA access to the services of its Risk Management Division as a resource for advice and assistance on purchasing of insurance, claims, safety, and other risk management issues.
  - E. The City shall provide the DDA with the resources of purchasing services, supplies, and equipment through the City's Purchasing Division.
  - F. The City shall provide to the DDA accounting services and monthly detailed financial reports relating to the DDA's expenses, income, and budgets.

- G. The City shall provide the DDA access to the services of the Building Inspection staff as a resource for advice and assistance on electrical and building design and compliance issues.
  - H. Subject to all professional and legal duties, the City Attorney and his staff owe to the City and its officers and employees, including loyalty, conflict of interest, and confidentiality, the City will provide the DDA access to its City Attorney's office as an informal resource on legal issues. The City Attorney will provide this service as a matter of information only, as part of his work for the City. This service shall not create the relation of attorney and client between the City Attorney or his staff and the DDA. The DDA acknowledges that it has authority under C.R.S. 31-25-807(g), to retain and fix the compensation of legal counsel, and that the City Attorney is not such legal counsel.
  - I. The City shall provide the DDA services of the Planning and Development Services and other City staff as needed for the administration of the Facade Improvement Program as outlined in Article I, Section 5.
  - J. Maintenance in the DDA area: The City of Longmont shall provide maintenance services in the DDA area.
    - a. Provide a base downtown maintenance at the cost of the Sanitation Fund. This includes trash pick up and other sanitation services within the DDA district.
    - b. Provide sweeping of downtown parking lots at the cost of the Streets Fund.
    - c. Provide sidewalk maintenance of concrete and brick pavers as needed.
    - d. Maintain trees within the DDA in its regular rotation of maintenance.
    - e. Assume maintenance of DDA assets not included in Article I, Paragraph 2, section I. such as decorative lamp poles, trash cans, recycling cans, benches and brick pavers.
  - K. The City shall provide the DDA services of City Parking Enforcement Officers for the purpose of enforcing DDA parking rules and limitations on DDA owned or leased properties.
2. Request for Services. Requests for said services shall be made by the Executive Director or the Chairman of the DDA Board.
  3. The City will be responsible for the costs for traffic control for the specific events identified in Article I Section 1 Paragraphs B & C. These costs will be expended from the City's Streets Fund.
  4. Allocation of Development Funds. The City agrees to allocate to the Development Incentive Program (DIP) administered by the DDA those building permit fees and use taxes (2% only) collected on building permits from within the DDA area during the term of this Agreement as itemized in Exhibit A attached hereto and fully made a part hereof. In

the case of development fees that are not eligible to be allocated to the DIP program, the City will work with the DDA to consider the use of such fees within the DDA area if the use is in accordance with the allowed use of those fees under the Longmont Municipal Code.

5. Holiday Lights. The City agrees to pay to the DDA up to the amount of \$5,000 over the term of this Agreement to be used for holiday lighting downtown.
6. The City has authorized \$5,000 in its 2016 budget to provide the services described in this Agreement. It is the understanding of the parties that the payments identified herein shall constitute the total compensation payable by the City for the services identified herein and provided by the DDA.

### ARTICLE III

#### INSURANCE REQUIREMENTS

1. The DDA shall procure and maintain in full force and effect such insurance that will insure its obligations and liabilities under this Agreement including workers' compensation, property insurance necessary to protect real and physical assets owned by the DDA such as, but not limited to, real property, business equipment, streetscape improvements, sidewalks, automobile liability (including as appropriate owned, non-owned and hired autos), and general liability.
2. The DDA shall attach to this Agreement, prior to its final approval, a certificate showing it has in effect the policies required in Article III, Section 1, of this Agreement. The certificate shall name the City as additional insured and DDA shall promptly notify the City's Risk Manager if it learns of any termination, cancellation or modification of any insurance policy. Any variance proposed by the DDA to these insurance provisions must be approved in writing by the City's Risk Manager and will become incorporated as an addendum to this Agreement.
3. DDA shall not cancel, materially change, or fail to renew insurance coverages. The DDA shall notify the City of Longmont Risk Manager, Civic Center Complex, Longmont, CO 80501, of any material reduction or exhaustion of aggregate limits.

### ARTICLE IV

#### INDEMNITY

1. To the extent permitted by law, the DDA shall fully indemnify and hold the City harmless from all claims, actions, suits, liability, loss, costs, expense or damages of any kind whatsoever which may occur to or be suffered by any persons (including, but not limited to the DDA), their agents, employees, contractors, tenants, invitees, licensees, successors or assigns, arising out of or in connection with its activities undertaken pursuant to this Intergovernmental Agreement, and from those arising out of or in connection with the

enactment, application, implementation, interpretation, or enforcement of Downtown Sign Design Standards or section 15.06.130 or Appendix 15-F-1 of the Longmont Municipal Code, except only for those losses resulting from the negligence of the City.

2. Upon commencement of any such suit or action against the City, the DDA, upon notice given by the City, shall defend the same at its own cost and expense, and in case judgment shall be rendered against the City in such an action or suit, shall fully satisfy the judgment within ninety (90) days after the same has been finally determined.
3. Notwithstanding anything to the contrary in this Agreement, the DDA's liability under this Article IV shall not exceed the amount paid by the DDA's insurance carrier pursuant to any insurance policy obtained pursuant to this Agreement.
4. Nothing herein shall be construed as a waiver by either party of any privilege, defense, or immunity provided by the Colorado Governmental Immunity Act, as it may be amended from time to time.

## ARTICLE V

### TERM OF AGREEMENT

1. Notwithstanding the date of execution, this Agreement shall be for a term beginning January 1, 2016, and ending December 31, 2016, unless extended or modified by mutual agreement between the parties. The City reserves the right to review the performance of the DDA and to renegotiate at the end of the contract period if mutually agreeable between the City and the DDA. Subject to annual appropriations by the City, this Contract shall be automatically renewable for each subsequent calendar year period. Either party may elect not to renew this Contract by giving the other party written notice of that decision at least ninety (90) days prior to the expiration of the current contract term.
2. Either party may otherwise at any time terminate this Agreement by giving the other party thirty days written notice. However, the City Council of the City or Board of Directors of the DDA shall have the authority to sooner or immediately terminate this Agreement upon a finding that the public interest requires such termination.
3. If this Agreement is terminated by either party or it expires, such termination or expiration shall not prevent implementing the terms, conditions and covenants of any agreement for assistance entered into by an applicant and the DDA prior to such termination or expiration, unless such agreement is contrary to law.

IN WITNESS WHEREOF, the City and the DDA have executed this Agreement as of the day and year written above.

APPROVED AS TO FORM:

CITY OF LONGMONT

\_\_\_\_\_  
DIRECTOR OF FINANCE

By: \_\_\_\_\_  
DENNIS COOMBS, MAYOR,  
LONGMONT

APPROVED AS TO CONTENT:

LONGMONT DOWNTOWN  
DEVELOPMENT AUTHORITY

\_\_\_\_\_  
EXECUTIVE DIRECTOR, DDA

By: \_\_\_\_\_  
DDA BOARD CHAIRMAN

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE  
PROVISIONS:

\_\_\_\_\_  
ASSISTANT CITY ATTORNEY

\_\_\_\_\_  
RISK MANAGER

\_\_\_\_\_  
PROOFREAD

\_\_\_\_\_  
DATE

State of Colorado )  
 ) ss:  
County of Boulder )

The foregoing instrument was acknowledged before me by Dennis Coombs,  
(Name of party signing)

as Mayor of City of Longmont a Colorado municipal corporation, on  
(Title of party signing) (Name of organization)

on behalf of the City, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Witness my hand and official Seal.

My Commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

-----  
State of Colorado )  
 ) ss:  
County of Boulder )

The foregoing instrument was acknowledged before me by Alex Sammoury,  
(Name of party signing)

as DDA Board Chairman of Longmont Downtown Development Authority,  
(Title of party signing) (Name of organization)

a Colorado Development Authority, on behalf of the Authority, this \_\_\_\_\_ day of  
\_\_\_\_\_, 2016.

Witness my hand and official Seal.

My Commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

CA File: 9950

## EXHIBIT A

### LIST OF FEES COLLECTED BY CITY AND TRANSFERRED TO THE DDA

FEES	ACCELA REPORTS FEE DESCRIPTION
Building Permit Fees:	Building Permit Foundation Only Permits Temporary Certificate of Occupancy Demolition Major/Minor Hot Tubs & Above ground Pools Lawn Sprinklers Siding Thermal Insulation Moving (Moved Structures) Wood Burning Stoves/Fireplaces/Inserts
Sign Permit Fees:	Building Permit (No Specific Sign Fee Schedule Item) "Electrical Permit for Signs" Fee Special Event Signs
Plumbing Permit Fees:	Water Heaters
Electrical Permit Fees:	Temporary Construction Power
Heating Permit Fees:	Roof Top Unit Furnace Replacement & Boilers Air Conditioners & Evaporative Coolers
Gas Permit Fee:	Gas Logs/ Gas Inserts/ Gas Fireplaces
Plan Review Fees:	Commercial Plan Review Residential Plan Review Commercial Stock Plan Review Residential Stock Plan Review Multifamily Stock Plan Review Additional plan review required by changes, additions or revisions to plans
Water Meter Pit:	Non SFR Water Pit Inspection SFR Water Pit Inspection



Warehouse Handling Charge:	Warehouse Handling
Tapping Materials Fee:	Water Tapping Material
Sewer Inspection Fee:	Sewer Inspection
Sewer Tapping Materials Fees:	Sewer Tapping Material
Sales Tax on Building Materials:	City Sales Tax