

AGENDA

Board of Directors General Meeting

Littleton Downtown Development Authority

Wednesday, June 16, 2026 at 4:00pm

Arapahoe Community College, Conference Room (M1950)

5900 S Santa Fe Drive, Littleton, CO 80120

ZOOM*: <https://zoom.us/j/3088672782?pwd=K0FPUIIV0J2eEpTdm01aGQzNXhDUT09>

Agenda

1. 4:00 PM Call to Order and Roll Call
2. 4:01 PM Public Comment
3. 4:04 PM Consideration of Draft Minutes **
 - a. Minutes of the Regular Board meeting of April 15, 2026
4. 4:05 PM Conflict of Interest Disclosures
5. 4:05 PM Presentations
 - a. None
6. 4:05 PM Monthly Operating Statement, Cash Position, Revenue Schedules, and Disbursements **
 - i. Motion to accept the monthly reports and approve the disbursements.
7. 4:20 PM PM Old Business
 - a. Monthly Updates
 - i. Committees
 1. 4:20 PM Block Party
 - a. Initial event debrief
 2. 4:45 PM Public Art **

- a. Initial mural installation debrief
3. 5:10 PM Investment Opportunity Committee
- ii. 5:10 PM Clean, Maintenance and Snow Reports **
 1. Monthly Report (As of June 12, 2026)
 2. Additional PROW maintenance services proposal
8. 5:30 PM New Business
 - a. 2026 Holiday Planning Update and tree program **
9. 5:45 PM LDDA Director Update
 - a. Website Project
10. 5:50 PM City of Littleton Update
11. 5:55 PM Board Member's Additional Input
12. 6:00 PM Adjournment
13. Calendar: Upcoming Meetings
 - a. July 15, 2026: LDDA Board Meeting, 4:00-6:00 PM, ACC Conference Room M1950

Public Notice

The public is invited to attend all regular meetings or study sessions of the Littleton Downtown Development Authority. Please call 303-868-4006 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.

**** Zoom accessibility to the LDDA Board meeting will remain open for 20 minutes after the scheduled start time. If no participants have joined within that time, the Zoom accessibility will be closed.***

***** Denotes corresponding packet item for reference, see littletondda.org/about-downtown-littleton/board-meetings to download board meeting packet***

MINUTES

Board of Directors Meeting Minutes

Littleton Downtown Development Authority

Wednesday, May 20th, 2026 at 4:00pm

Arapahoe Community College, Conference Room (M1950 moved to A2000)

5900 S Santa Fe Drive, Littleton, CO 80120

Minutes

1. Call to Order and Roll Call

The meeting was called to order at 4:07pm

Roll Call

Members Present: 7

Chair Ruth Graham, Vice Chair Rob Stieg (virtual), Secretary Catharina Hughey, Treasurer Bryan Morrow, Members Krista Falkenstine (virtual), John Matthews, Eric Hyatt, Tom Barenberg, and Council Member Merrill Stillwell.

**Council Member Stillwell is a non-voting member unless needed to break a tie*

Members Absent: 3

Members Cheryl Calhoun, John Matthews, and Tom Barenberg

Staff:

Jenny Starkey, Executive Director; Danni Westblade, Administrative Assistant, Lisa Mayers, Legal Counsel; Troy Bernberg, Financial Advisor

Guests:

Kathleen Osher, Deputy City Manager

2. Public Comment

Pam Chadbourne, resident: Pam shared her appreciation to ACC for hosting the LDDA meetings in a convenient spot and for the connection the LDDA and ACC have with one another. Pam believes that the quarterly reports presented to the LDDA should also be shared with the Transportation and Mobility board and encourages the LDDA to consider other connections to City of Littleton boards and commissions. Pam also would encourage the city to bring their knowledge of how transportation in the city is going to work to the DDA so that it can be integrated.

Patrick Santana, Chair of the City of Littleton's Planning Commission: Patrick referred to last month's board meeting which included a presentation from CDOT. He is particularly interested in the way Downtown Littleton connects to the river on the west side and believes that speeding up the Santa Fe corridor increases traffic and creates more friction. Patrick thinks that businesses should be concerned about what happens to that roadway and hopes the DDA weighs in on that in the future.

3. Consideration of Minutes

The meeting minutes for April 15, 2026 were considered. A motion for approval was made by Treasurer Bryan Morrow and seconded by Member Eric Hyatt. The approval of meeting minutes, as presented, passed unanimously.

4. Conflict of Interest Disclosures

None

5. Presentations

a. None

6. Financials - Curtis Bourgouin, CLA

a. March 31, 2026 Unaudited Financial Statements **

Curtis reviewed the balance sheet and revenues.

i. Motion to accept March 31, 2026 unaudited financial statements. The unaudited financial statements for March 31, 2026 were considered. A motion for acceptance was made by Member Eric Hyatt and seconded by Secretary Catharina Hughey. The acceptance of financial statements, as presented, passed unanimously.

b. Monthly Operating Statement, Cash Position, Revenue Schedules, and Disbursements **

Curtis reviewed total revenues through May 12, 2026. The DDA is receiving income daily from Block Party vendors which will be updated to be recorded as Events Income.

Although the invoice was not included in the list of invoices, Jenny mentioned the final \$10,000 invoice due to Katy Casper for the mural had also been submitted and would be paid once the mural is complete. The board also asked that a line be added for Program Revenue to account for the funds coming in for the mural from the property owner, David Coe.

Jenny mentioned that not a lot has been spent on snow removal or entryway beautification efforts. Some of this is pending snow in the fall and some the DDA might need to consider reclassifying.

- i. Motion to accept the monthly reports and approve and ratify the disbursements. The monthly financials through May 12, 2026 were considered. A motion for approval was made by Member Eric Hyatt and seconded by Treasurer Bryan Morrow. The approval and ratification of monthly financials, as presented, passed unanimously.

7. Committee Updates

a. Block Party

Jenny shared some updates including that 135 vendors were registered and that both vendor and sponsorship applications were now closed. Being an extremely loved event by the community, the DDA passed both the initial \$25,000 sponsorship goal as well as the secondary \$40,000 goal. People want to be able to plan ahead and so annual sponsorship opportunities will be launched in the fall of 2026 to accommodate.

The Block Party is still lacking in volunteers; roughly 50 are signed up and 70-100 are needed. Jenny will send all of the details to the board for one more push.

The board asked if taking on an event consultant for the Block Party has relieved staff this year. Jenny shared that Sigler Strategies has taken on a great deal of work and has been incredibly helpful but that with an increase in scope, there has been an increased need for staff support and that interns might be an option next year. It is unclear if a professional event company

could handle everything including the electrical support that Reinke Brothers provides but this is also a possibility.

b. Public Art

Jenny shared that the mural is currently being installed on the Playa Bowls building but experiencing some weather delays. The hope is to announce its completion in the next few weeks prior to the Block Party. Treasurer Bryan Morrow asked if the city was considering the food traffic that this mural might attract and Deputy City Manager Kathleen Osher responded that she will reach out to Tim Weaver to check. The DDA has been working with Tim Weaver on traffic and parking surrounding the mural and will also reach out to Jamie Ney to collect Placer AI data.

c. Investment Opportunity

Financial Advisor Troy Bernberg gave a brief update on the LDDA's Investment Opportunity Committee. The committee has begun to meet on a monthly basis with the intent that updates progress over time. In May, the committee had a discussion around strategy and where and what to focus on and how the DDA might be more impactful in the nearterm.

The committee is made up of Vice Chair Rob Stieg, Treasurer Bryan Morrow, and Members Tom Barenberg, Eric Hyatt and John Matthews. Full attendance was encouraged to ensure impactful conversations. The meetings are public and posted online but minutes are not required to be posted as it's a working session and no actions are taken.

Councilmember Merrill Stillwell asked for a high level summary and Troy shared that the committee is working to determine how the DDA can thoughtfully encourage incentives by growing revenues and then using that revenue to invest within the boundaries of the DDA. It's important to be proactive and impactful. When asked what mechanisms were being considered, he answered that the intermediate/long term thought is to enter into reimbursement agreements with private parties (common for most DDAs in Colorado).

8. Old Business

a. Clean, Maintenance and Snow Reports **

i. Monthly Report (As of May 12, 2026)

Besides the May 6 snow event, there were no real changes to the latest report. CSG has already performed five clean and maintenance

services and they shared before and after photos, specifically to demonstrate the power washing along Littles Creek Trail. The board asked about unhoused activity and there is very little negative behavior to report based on phone calls between staff and CSG as well as the Littleton Police Department (LPD).

CSG also did a lighting audit in April and they record everything they see with all information submitted to Xcel and shared with the city. Typically all issues are repaired in roughly 6-8 weeks and everything that has been previously reported has been fixed so far.

As part of the 2027 budget planning process, CSG will include an annualized report for services to be expanded.

b. Website RFP Update - Catharina Hughey

Secretary Catharina Hughey shared that through a formal RFP, 19 proposals were submitted. An internal committee narrowed it down with a rubric and interviewed the top four finalists. During the interviews, final recommendations were determined based on where the committee envisioned the future of the DDA's website. Some of the finalists were able to incorporate interactive maps and automations that collect data behind the scenes which appealed to the committee when compared to another Wordpress website with a basic events calendar. The committee also learned a lot about AI and where that might take the DDA in the future and how something new might be considered in the next 5+ years.

Geocentric stood out to the committee with a great team that has developed a large number of DDA websites both locally and nationally. Geocentric has strong values and the committee believes they can maintain the LDDA's personal style while creating a unique experience for visitors. The committee is talking with Visit Littleton to share a photographer budget to add back professional visual assets. Jenny shared that there is the possibility that this project may extend into January of 2027 and a contractor may be hired for content migration.

The printed map and directory is still being created in tandem with the website and business data can be constantly updated using the new website. Treasurer Bryan Morrow asked staff to ensure that his previous questions

about the contract, emailed to Jenny, Danni, and Lisa, were considered and updated in the contracts before signing. The changes include:

- Section 4: "timely rejection notice" - extend time period from 5 days to 10-15
- Section 10(c): we should not agree to limit liability to the fees paid under the contract. Their insurance should cover liability to the LDDA. Also, "Conversion Fee" does not appear to be defined, please double check
- **Citylight Subscription Agreement**
- Section 2.2: delete the second sentence, the LDDA as a governmental entity, cannot provide indemnity.
- **Statement of Work - Citylight Website**
- Specifications --
- For ADA compliance (required of all government entities in Colorado) in addition to the WCAG Level AA accessibility compliance, our compliance analyst has suggested the following:
 - The LDDA should ensure the webmaster they hire is knowledgeable about & can comply with the Colorado OIT Rules which are in addition to WCAG requirements. Please specify in the contract that Geocentric can and will comply.

The board considered a motion to approve the Geocentric contract pending changes mentioned above. A motion for approval was made by Treasurer Bryan Morrow and seconded by Member Eric Hyatt. The approval of the Geocentric contract, with changes above, passed unanimously.

c. [Entertainment District/Special Event Liquor Permitting Roundtable**](#)

On April 29th, the LDDA co-hosted this event with the City of Littleton city and State Liquor Enforcement representatives were in attendance. LDDA staff has learned that these types of informational roundtables have been really helpful in bringing constituents together to talk and learn more about who the DDA is and how we can advocate for businesses in the district. This was a conversation for business owners with a liquor license to learn about the different event permits and options, as well as for the DDA to get an opinion from the community about what they wanted.

After an in-depth discussion, the DDA learned that business owners do not want an Entertainment District but the community is extremely interested in the concept of Festival Permitting. Discussion ensued around what they are, whether they are possible for signature downtown events, and what type of

flexibility they can offer. Both the city and the state support this new idea. There are still some questions about who is ultimately responsible for insurance and other's actions.

The DDA and the City are working together to provide more clarity for what festival permits in Littleton look like and its first test might be the Candlelight Walk in November. The DDA will also have a conversation with the Englewood DDA as these types of permits are currently used at the Englewood Block Party. Festival permits are a function of the state and the city will help get clarity from the state. The city can decide if they want to be more prescriptive than the state as other communities in Colorado have put parameters around festival permits.

The DDA may also consider putting together some guardrails around hosting events in Downtown Littleton to include a guide for those interested in using Downtown Littleton for their event and what it means to be a good community neighbor.

Board members who were in attendance at the Roundtable shared that Jenny did a great job bringing people together and collectively talking about a controversial topic. Attendees left with a plan to move forward. This Roundtable was a great example of why educating constituents while also learning what the majority of them want is so important and why a DDA is so powerful in situations like this.

9. New Business

Jenny has a monthly call with Public Works and per their last conversation, everything is lined up and looking good for the Block Party. Jenny and Danni also meet quarterly with Telluray Foundation to discuss projects and initiatives who sometimes take information back to their board for potential grant opportunities. Telluray is very interested in the DDA's public art program.

10. LDDA Director Update

None

11. City of Littleton Update

Council authorized certificates of participation at their last meeting and Project Downtown has committed all three contracts and is full steam ahead. Surveying and

geotech work is already complete and they will be working behind the scenes for the next two months.

Treasurer Bryan Morrow asked when to plan for the next stakeholder meeting and Kathleen shared that there are probably a few more months before those begin again. Kathleen reminded the board that the LDDA's Plan of Development defines the DDA's role as they move forward with next steps. Jenny and Kathleen will get on a regular cadence towards the end of July and then will share meaningful updates with the board. The city is working hard to make deliberate decisions on the front end to ensure they move quickly and disrupt as little as possible once they get started.

Vice Chair Rob Stieg asked whose role is it to make sure all parties have the right information and whose role is it to make sure the project stays on task. Adrienne Burton is the project manager and her capacity is augmented with the Owners Rep who is managing the design and construction. Kathleen shared that ultimately, City Council has the responsibility, not the LDDA board, as it is the City of Littleton that is investing in Project Downtown.

Kathleen encouraged the board to listen in to the recording of last night's City Council presentation in order to get clarity about the process and current expectations. Councilmember Merrill Stillwell shared that the discussion was around the risk of the project as they know what has happened with other projects in the metro area. Designers have been contracted and they have the Phase 1 Concept Plan with an issued \$32 million but a timeline has not been established yet.

They also need to consider how to minimize the impacts on businesses and how to be the least disruptive. The city agrees that the dialog with businesses downtown and adjacent to downtown should start now and that is the DDA's defined role of Project Downtown. Kathleen shared that the DDA could be meaningful in getting those conversations started with other organizations such as the Littleton Merchants Association, the Littleton Chamber, etc.

There will be public meetings that include the LDDA and the parking management plan will be important - feedback will guide the next step. Parking Management means considering what the city does with parking and curbside in the long term and how people want to interact with the curb (including arriving by and picking up from downtown for deliveries, rideshares, etc.). It's important to have the DDA's input early and that's a priority for the city.

12. Board Member's Additional Input

Member Krista Falkenstine shared that one of her projects, The Rocktopus, will be revealed on June 20th at her gallery and more details will be shared soon.

13. Adjournment

5:32pm

14. Calendar: Upcoming Meetings

- a. June 13, 2026: Downtown Littleton Block Party, 5:00-10:00 PM, Main Street
- b. June 17, 2026: LDDA Board Meeting, 4:00-6:00 PM, ACC Conference Room M1950

Public Notice

The public is invited to attend all regular meetings or study sessions of the Littleton Downtown Development Authority. Please call 303-868-4006 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.

Littleton Downtown Development Authority
Operating Statement (Budget to Actual) through June 9, 2026

	2026 Budget		2026 YTD Actual		Variance/ Remaining
	Amount	%	Amount	%	
REVENUES					
Property Taxes	\$ 202,842	25.09%	\$ 158,288	28.50%	\$ (44,554)
Increment Revenue - Property Tax	362,028	44.78%	290,115	52.24%	(71,913)
Increment Revenue - Sales Tax	70,000	8.66%	-	0.00%	(70,000)
Specific Ownership Taxes	11,156	1.38%	4,299	0.77%	(6,857)
Grants	25,000	3.09%	13,000	2.34%	(12,000)
Events Income	80,000	9.89%	33,240	5.99%	(46,760)
Sponsorships	50,000	6.18%	49,000	8.82%	(1,000)
Program Revenue	-	0.00%	3,500	0.63%	3,500
Interest Income	7,500	0.93%	3,871	0.70%	(3,629)
TOTAL REVENUES	808,526	100.00%	555,312	100.00%	(253,214)
EXPENDITURES					
Management & Administration					
Executive Director	108,000		54,000		54,000
Administrative Assistant	31,200		12,590		18,610
Legal Services	45,000		16,042		28,958
Accounting/Financial Services	58,000		14,605		43,395
County Treasurer's Fees	8,473		6,729		1,744
Subtotal - Management & Administration	250,673	34.34%	103,966	41.92%	146,707
Operations					
Supplies/Misc. Expense	6,227		1,105		5,122
Insurance	4,000		4,193		(193)
Dues and Membership	3,500		3,196		304
Subtotal - Operations	13,727	1.88%	8,494	3.42%	5,233
Programs: Beautiful & Welcoming					
Flowers	75,000		-		75,000
Subtotal - Programs: Beautiful & Welcoming	75,000	10.27%	-	0.00%	75,000
Programs: Clean & Safe					
Cleaning Services	45,000		9,850		35,150
Snow Removal	50,000		13,080		36,920
Subtotal - Programs: Clean & Safe	95,000	13.01%	22,930	9.24%	72,070
Programs: Connectivity					
Public Art	15,000		24,400		(9,400)
Downtown Map/Guide	3,000		-		3,000
Banners	1,000		-		1,000
Subtotal - Programs: Connectivity	19,000	2.60%	24,400	9.84%	(5,400)
Programs: Business Friendly & Vibrant					
Marketing & Communications	91,000		23,438		67,563
Printing/Mailing	15,000		370		14,630
Events - Holiday Activations	15,000		-		15,000
Events - Block Party	100,000		48,922		51,078
Events - Tree Program	50,000		13,735		36,265
Events - Community Networking	1,000		600		400
Digital Fees	4,600		1,172		3,429
Subtotal - Programs: Business Friendly & Vibrant	276,600	37.89%	88,236	35.58%	188,364
TOTAL EXPENDITURES	730,000	100.00%	248,026	100.00%	406,974
Net Change in Fund Balances	78,526		307,286		228,760
Fund Balance - Beginning	271,768		264,718		(7,050)
Fund Balance - Ending	<u>\$ 350,294</u>		<u>\$ 572,004</u>		<u>\$ 221,710</u>

Littleton Downtown Development Authority
Schedule of Cash Position
May 31, 2026
Updated as of June 9, 2026

	General Fund
<u>Redstone Bank - Checking Account</u>	
Balance as of 5/31/26	\$ 100,967.35
Subsequent activities:	
06/01/26 Card Purchase: Hearth Denver	(48.64)
06/01/26 Card Purchase: Indy Ink	(1,003.59)
06/01/26 Card Purchase: Google	(91.30)
06/01/26 Card Purchase: Shift Workplace	(152.73)
06/02/26 Card Purchase: BannerBuzz	(2,116.81)
06/04/26 Card Purchase: Amazon	(193.33)
06/05/26 Card Purchase: Amazon	(27.27)
06/08/26 Card Purchase: All Seasons	(68.31)
06/08/26 Card Purchase: Mango Tree	(375.00)
06/08/26 Card Purchase: Inside Scoop	(375.00)
06/09/26 Deposit	5,000.00
06/09/26 Card Purchase: Little Man	(375.00)
06/10/26 Bill.com Payments	(10,000.00)
<i>Anticipated Activities:</i>	
<i>Anticipated Bill.com Payables</i>	(38,567.35)
<i>Anticipated balance</i>	<u>\$ 52,573.02</u>
 <u>Redstone Bank - Stripe Account</u>	
Balance as of 5/31/26	\$ 32,579.61
Subsequent activities:	
06/04/26 Event Income	125.00
<i>Anticipated balance</i>	<u>\$ 32,704.61</u>
 <u>ColoTrust Account</u>	
Balance as of 5/31/26	\$ 311,129.70
Subsequent activities:	
06/10/26 Ptax Receipt - May	58,000.17
06/10/26 TIF Receipt - May	103,126.27
<i>Anticipated balance</i>	<u>\$ 472,256.14</u>
<i>Total Anticipated Balance</i>	<u>\$ 557,533.77</u>

Yield as of 05/31/26
Redstone Bank - 1.00%
ColoTrust - 3.7401%

**Littleton Downtown Development Authority
Disbursements List (5/11/26 - 6/9/26)**

<u>Vendor</u>	<u>Invoice #</u>	<u>Date</u>	<u>Payment Description</u>	<u>Category</u>	<u>Balance</u>
CliftonLarsonAllen LLP	L261305815	04/30/26	Financial	Accounting	\$ 2,635.57
CSG2	26-215	05/14/26	LDDA Maintenance Services	Clean & Safe: Maintenance Services	1,920.00
Benevolent and protective Order of Elks	E1650-1	05/20/26	Volunteer Beverage Booth	Events: Block Party	1,000.00
GCH Rentals & Leasing	R-010353	05/20/26	Golf Cart Rental	Events: Block Party	371.28
Paloma Hill	1	05/22/26	Influencer for Block Party	Events: Block Party	467.01
CSG2	26-238	05/26/26	LDDA Maintenance Services	Clean & Safe: Maintenance Services	1,920.00
Spencer Fane LLP	1541715	05/31/26	Legal	Legal	1,728.00
South Metro Community Foundation	2601	06/06/26	Volunteer Beverage Booth: Lift Up Littleton	Events: Block Party	1,000.00
Reinke Bros. Inc.	1008	06/08/26	Operations for Block Party	Events: Block Party	3,750.00
Starkey Strategies	1240	06/19/26	Staff Salaries	Director/Admin Assistant/Marketing	14,132.49
Littleton Rotary Club	1	05/19/26	Block Party	Events: Block Party	1,000.00
Denver Beer CO Production LLC	E-2323	06/12/26	Beer for Block Party	Events: Block Party	8,643.00
				Invoice Total	<u>38,567.35</u>
<u>Card Purchases/Checks</u>					
Card Purchase: PayPal		05/11/26	South Metro Fire Permit	Events: Block Party	269.10
Card Purchase: Blaster		05/14/26	Family Zone Games	Events: Block Party	524.06
Card Purchase: BannerBuzz		05/20/26	A-Frames	Events: Block Party	1,249.00
Card Purchase: ISA Fee		05/21/26	Credit Card fee for Everything PR, tokens	Events: Block Party	11.40
Card Purchase: EverythingPR		05/21/26	Tokens for Family Zone	Events: Block Party	1,140.00
Card Purchase: WristBand		05/22/26	Wristbands for BP	Events: Block Party	200.00
Card Purchase: BannerBuzz		05/22/26	Block Party Marketing Materials	Events: Block Party	1,611.35
Card Purchase: Lucy		05/22/26	Block Party Photographer	Events: Block Party	489.65
Card Return: BannerBuzz		05/26/26	Block Party Marketing Materials Refund for missing items	Events: Block Party	(64.84)
Card Purchase: Honey Bucket		05/28/26	Portalets for BP	Events: Block Party	3,427.00
Card Purchase: Eventeny		05/28/26	Eventeny iPad Rentals	Events: Block Party	639.19
Card Purchase: Hearth Denver		06/01/26	Staff Meeting Snacks	Operations: Misc. Expenses	48.64
Card Purchase: Indy Ink		06/01/26	Volunteer T-Shirts	Events: Block Party	1,003.59
Card Purchase: Google		06/01/26	Google Account	Digital Fees	91.30
Card Purchase: Shift Workplace		06/01/26	Workspace Membership	Dues and Membership	152.73
Card Purchase: BannerBuzz		06/02/26	Block Party Marketing Materials	Events: Block Party	2,116.81
Card Purchase: Amazon		06/04/26	DDA Event Supplies	Operations: Misc. Expenses	193.33
Card Purchase: Amazon		06/05/26	DDA Event Supplies	Operations: Misc. Expenses	27.27
Card Purchase: All Seasons		06/08/26	Mister Rental	Events: Block Party	68.31
Card Purchase: Mango Tree		06/08/26	Volunteer Gift Cards	Events: Block Party	375.00
Card Purchase: Inside Scoop		06/08/26	Volunteer Gift Cards	Events: Block Party	375.00
Card Purchase: Little Man		06/09/26	Volunteer Gift Cards	Events: Block Party	375.00
				Card Purchase Total	<u>14,322.89</u>
Grand Total					<u>\$ 52,890.24</u>

**Littleton Downtown Development Authority
Incremental Revenues
2026**

	Property Tax Increment	Interest Income	County Treasurer's Fee	Sales tax Increment	Due To County	Net Amount Received
Beg Balance						
January	\$ 15,072.71	\$ -	\$ (226.09)	\$ -	\$ -	\$ 14,846.62
February	58,972.05	-	(884.58)	-	-	58,087.47
March	35,736.78	10.38	(536.21)	-	-	35,210.95
April	75,734.60	0.90	(1,136.03)	-	-	74,599.47
May	104,598.50	98.22	(1,570.45)	-	-	103,126.27
June						-
July						-
August						-
September						-
October						-
November						-
December						-
	\$ 290,114.64	\$ 109.50	\$ (4,353.36)	\$ -	\$ -	\$ 285,870.78

**Littleton Downtown Development Authority
Property Tax Reconciliation
2026**

	CURRENT YEAR										PRIOR YEAR		
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Due To County	Net Amount Received by City	Net Amount Received by LDDA	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
									Monthly	Y-T-D		Monthly	Y-T-D
Beg Balance													
January	\$ 8,121.06	\$ -	\$ 921.88	\$ -	\$ (121.82)	\$ -	\$ 8,921.12	\$ 8,921.12	4.00%	4.00%	12,191.19	6.22%	6.22%
February	31,799.93	-	744.27	-	(477.00)	-	32,067.20	32,067.20	15.68%	19.68%	29,732.66	15.75%	21.96%
March	19,280.50	-	992.15	5.59	(289.29)	-	19,988.95	19,988.95	9.51%	29.19%	12,693.59	6.41%	28.37%
April	41,089.63	-	819.27	0.49	(616.35)	-	41,293.04	41,293.04	20.26%	49.44%	48,316.15	25.84%	54.21%
May	57,996.42	-	821.43	53.06	(870.74)	-	58,000.17	58,000.17	28.59%	78.03%	44,675.81	23.88%	78.10%
June							-	-	0.00%	78.03%	28,984.18	15.35%	93.45%
July							-	-	0.00%	78.03%	4,381.03	1.87%	95.32%
August							-	-	0.00%	78.03%	1,491.73	0.31%	95.63%
September							-	-	0.00%	78.03%	1,275.00	0.19%	95.83%
October							-	-	0.00%	78.03%	3,586.19	1.41%	97.24%
November							-	-	0.00%	78.03%	5,096.69	2.15%	99.38%
December							-	-	0.00%	78.03%	973.11	0.04%	99.42%
	\$ 158,287.54	\$ -	\$ 4,299.00	\$ 59.14	\$ (2,375.20)	\$ -	\$ 160,270.48	\$ 160,270.48	78.03%	78.03%	\$ 193,397.33	99.42%	99.42%

Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
--------------	-------------	--------------------------	------------------------------

Property Tax

General Fund	\$ 202,842.00	100.00%	\$ 158,287.54	78.03%
	<u>\$ 202,842.00</u>	<u>100.00%</u>	<u>\$ 158,287.54</u>	<u>78.03%</u>

Specific Ownership Tax

General Fund	\$ 11,156.00	100.00%	\$ 4,299.00	38.54%
	<u>\$ 11,156.00</u>	<u>100.00%</u>	<u>\$ 4,299.00</u>	<u>38.54%</u>

Treasurer's Fees

General Fund	\$ 3,042.63	100.00%	\$ 2,375.20	78.06%
	<u>\$ 3,042.63</u>	<u>100.00%</u>	<u>\$ 2,375.20</u>	<u>78.06%</u>



MEDIA CONTACT:

Jenny Starkey
Jenny@downtownlittleton.org
303-868-4006

FOR IMMEDIATE RELEASE

Littleton Downtown Development Authority Celebrates Completion of First Public Art Installation with New Downtown Mural

"Those That Carried Us Here" honors Littleton's history, landscape, and community through a large-scale public mural on Main Street

June 16, 2026 | LITTLETON, Colo. — The Littleton Downtown Development Authority (LDDA) is proud to announce the completion of *Those That Carried Us Here*, a large-scale mural by Littleton artist Katy Casper and the first major installation in the organization's new public art program.

Located on the west-facing wall of the building at 2490 Main Street, the approximately 2,420-square-foot mural transforms a historic downtown building into a vibrant tribute to the people, places, and stories that helped shape Littleton.

Selected through a competitive public process, Casper's design reimagines the building façade as a vintage Littleton trolley traveling through time, memory, and community identity. Inspired by the electric trolley that once ran along Downtown Littleton's Main Street, the mural incorporates the building's existing architectural features into the artwork, allowing the structure itself to become part of the story.

"This mural represents the first major installation in the DDA's vision to expand public art throughout Downtown Littleton," said Jenny Starkey, Executive Director of the Littleton Downtown Development Authority. "Public art does more than beautify a space, it creates connection, sparks curiosity, celebrates local creativity, and transforms everyday places into meaningful experiences. We're proud to launch our Downtown Public Art program with a project that honors Littleton's history while helping shape its future."

At the center of the mural is a black-and-white trolley car carrying notable figures from Littleton's past. Passengers include [Dr. Walter C. Crysler](#), the town's longtime physician, two-time mayor, and civic leader who delivered more than 1,900 babies during his career; [Richard and Angeline Little](#), founders of the community that became Littleton; architect [J.J.B. Benedict](#), whose designs include the Carnegie Library, Town Hall, and First Presbyterian Church; [Joseph Bowles](#), a pioneering rancher, businessman, and irrigation advocate whose

agricultural investments helped drive the area's growth; and [Elizabeth and Fred Bemis](#), influential agricultural and civic leaders whose legacy includes contributions to Colorado's cattle industry and the founding of the National Western Stock Show.

Surrounding the trolley are vibrant scenes inspired by Colorado's foothills and prairie landscapes, woven together with native plants including Rocky Mountain columbine, blanket flower, echinacea, lupine, and native grasses. Wildlife, pollinators, and community-sourced words are integrated throughout the design, creating a visual connection between Littleton's history, ecology, and future.

“Those That Carried Us Here honors the people, landscapes, ecosystems, and community values that have shaped Littleton across time,” says Katy Casper. “It recognizes the past without freezing the city in nostalgia, acknowledges the deeper Indigenous and ecological histories of the land, celebrates the living beauty of Colorado’s native ecology, and looks forward to a vibrant, inclusive, and evolving future rooted in both history and place.”

The mural also incorporates words submitted by community members, including "Authentic," "Charming," "Inclusive," "Vibrant," "Heart," and "Original." Embedded within root systems beneath the trolley, these words reflect how residents describe Littleton today and reinforce the idea that community identity continues to grow and evolve.

"Public art has the power to create connection and spark curiosity," said Krista Falkenstine, artist, LDDA Board Member, and member of the mural selection committee. "This mural celebrates Littleton's unique identity while adding a vibrant new landmark to Downtown, and we're excited for residents and visitors to experience it for years to come."

The mural was funded through a partnership between the Littleton Downtown Development Authority, the property owners, David and Michelle Coe, and a City of Littleton Arts & Culture Grant. The project is protected with an anti-graffiti coating to help preserve the artwork for years to come.

[Click here to view the LDDA video about the making of the mural](#)

[Click here for photos of the mural installation process and the finished mural](#)

[Click here to read an in depth description of the mural by artist Katy Casper](#)

About the Littleton Downtown Development Authority

The Littleton Downtown Development Authority (LDDA) is a coalition of champions dedicated to steering the economic vitality of Downtown Littleton through collaborative efforts that cultivate a vibrant, thriving community. Formed to provide a unified voice for businesses, property owners, and residents, the LDDA focuses on long-term improvements and strategic investments that enhance the district’s appeal and livability.

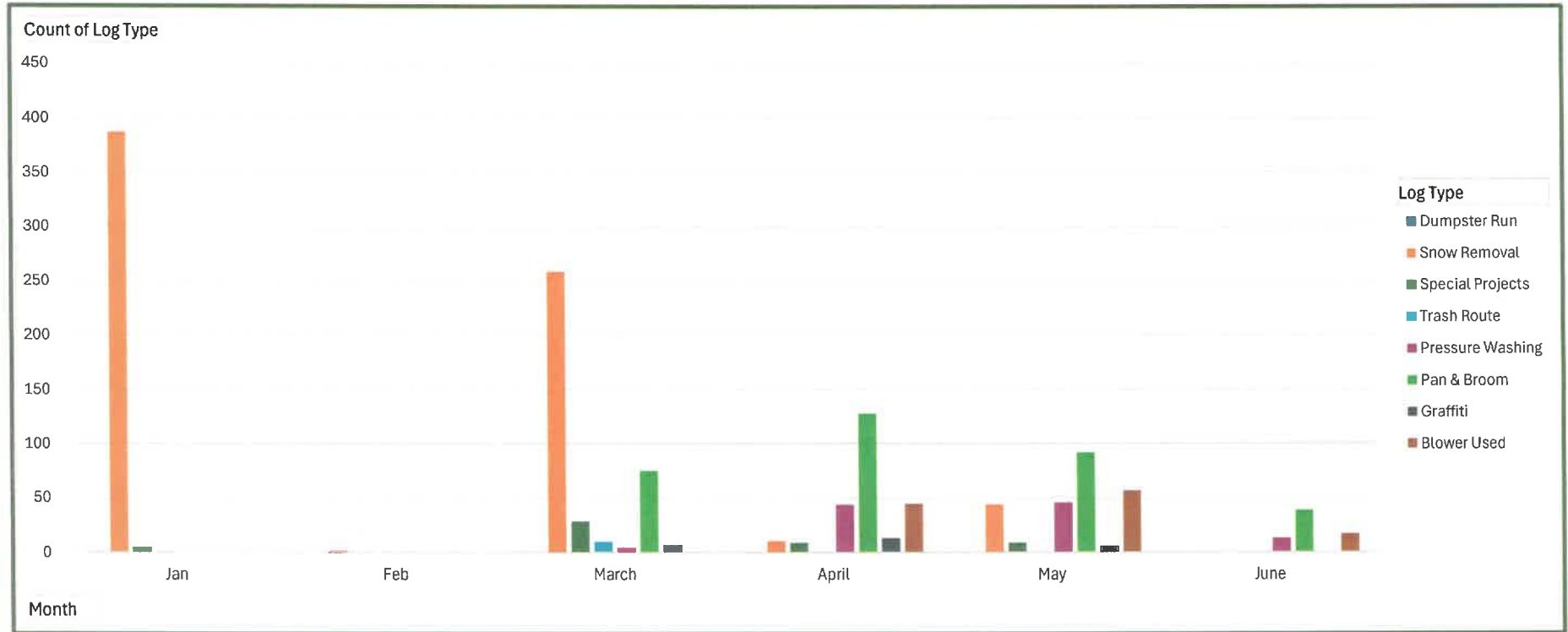
The LDDA serves four distinct subareas: Downtown Core and Gateway, Riverside, North Gateway, and South Gateway, each representing the diverse mix of commerce, civic institutions, and residential neighborhoods that make Downtown Littleton unique. Governed by a City

Council-appointed Board of Directors, the LDDA is empowered by state law to implement a development plan that supports both economic and physical revitalization.

Through strong partnerships and strategic planning, the LDDA is committed to creating a welcoming and engaging downtown where businesses prosper, residents feel connected, and visitors are eager to return. For more information visit littletondda.org.

#

LITTLETON DOWNTOWN DEVELOPMENT AUTHORITY YTD REPORT - MAY 2026

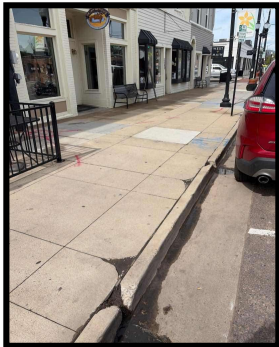


Count of Log Type	Column Labels								Grand Total
Row Labels	Dumpster Run	Snow Removal	Special Projects	Trash Route	Pressure Washing	Pan & Broom	Graffiti	Blower Used	Grand Total
Jan	1	387	5	1					394
Feb		2							2
March		259	29	10	5	75	7		385
April	1	11	9	1	44	128	13	45	252
May		44	9		46	92	6	57	254
June					13	39		17	69
Grand Total	2	703	52	12	108	334	26	119	1356

LDDA ADDITIONAL SERVICES COST PROPOSAL, MAY 2026

TASK	LOCATION	PHOTO REFERENCE	LABOR HOURS/UNIT	UNITS	RATE	SUBTOTAL	MATERIALS	TOTAL	
Full Spray Painting of Pedestrian Poles along Main Street, up to 12 Feet	West Main Street	N/A		1	65	\$65.00	\$4,225.00	\$500.00	\$4,725.00
Polishing and Deep Clean of Trash Receptacles along Main Street	West Main Street	N/A		2	12	\$65.00	\$1,560.00	\$250.00	\$1,810.00
Bega Park Pressure Washing	2251 W. Main Street	N/A		4	1	\$110.00	\$440.00	\$100.00	\$540.00
Replace Missing Light Pole Covers (This may be in Progress City Work. Note Red Marks.)	2400 W. Alamo; 2530 W. Main; 2623 W. Main	Below		1	5	\$85.00	\$425.00	TBD	\$425.00
Patch Sidewalk Curblines with Cement	2570 W. Main Street	Below		10	1	\$85.00	\$850.00	\$200.00	\$1,050.00
Patch Holes in Sidewalk with Cement	2421 - 2499 W. Main Street	Below		3	3	\$85.00	\$765.00	\$200.00	\$965.00
Repaint Benches along Main Street	West Main Street	N/A		2	7	\$65.00	\$910.00	\$500.00	\$1,410.00
TOTAL									\$10,925.00

CEMENT WORK



LIGHT POLE REPAIRS





DESIGNS BY SUNDOWN

It's your world. **Enjoy it!**

6875 S. Santa Fe Drive | Littleton, CO 80120
 ph: 303.789.4400 | fax: 303.789.4417 | www.DesignsBySundown.com

To:	Littleton Downtown Development Authority	Contact:	
Address:	2516 W Main St. Littleton, CO 80120	Phone:	
Project Name:	Littleton DDA Holiday Tree Installations 2026	Bid Number:	
Project Location:		Bid Date:	9/5/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price
--------	------------------	--------------------	------	------------

Tree Installation In Tree Boxes Along Main Street

Installation Of (34) 5'-6' Blue Spruce & Pine Trees Along Main Street	1.00	EACH	\$27,135.70
<ul style="list-style-type: none"> • Trees Will Be In Wooden Tree Boxes • Does Not Include Removal 			

Total Price for above Tree Installation In Tree Boxes Along Main Street Items: \$27,135.70

Watering Of Trees

Water (34) Blue Spruce	1.00	EACH	\$840.00
<ul style="list-style-type: none"> • Price Per Watering • Temperature And Weather Conditions Will Determine Number Of Watering's. • 1st Week Of Nov.-Last Week Of Jan (11) Weeks Estimate • Total For Installations And Watering Not-To-Exceed \$50,000.00 			

Total Price for above Watering Of Trees Items: \$840.00

Tree Installations In Ground-Price Per Tree

Site Mobilization (Includes: Equipment/Material Delivery And Staging As Well As Applicable Property Access Requirements)	1.00	EACH	\$110.00
Spruce, Colorado & Pine Trees 6' Containers	1.00	EACH	\$290.00
<ul style="list-style-type: none"> • Includes Tree Staking 			

Total Price for above Tree Installations In Ground-Price Per Tree Items: \$400.00

Tree Delivery

Removal And Delivery Of Trees If Not Planted (approximately 12 Trees)	1.00	EACH	\$500.00
---	------	------	----------

Total Price for above Tree Delivery Items: \$500.00

Notes:

• **GENERAL**

- DESIGNS BY SUNDOWN RECOMMENDS THAT A 10% CONTINGENCY IS PLANNED UPON BY THE HOMEOWNER FOR UNFORSEEN EVENTS WHICH OCCUR DURING THE INSTALLATION PROCESS.
- HOMEOWNER ACKNOWLEDGES THAT DESIGNS BY SUNDOWN CANNOT GUARANTEE THE DATE UPON WHICH COMMENCEMENT OF THE WORK SHALL BEGIN AND THAT ANY DATE GIVEN IS APPROXIMATE AND ONLY A TARGET DATE.
- CONSTRUCTION DELAYS DUE TO INCLEMENT WEATHER OR ANY OTHER CONDITION OUTSIDE THE CONTRACTOR'S CONTROL (FORCE MAJEURE EVENTS) MAY CAUSE ADDITIONAL PRICE INCREASES TO BE INCURRED.
- CONSULTATION WITH OTHER CONTRACTORS' PERFORMING WORK IS NOT INCLUDED IN THE PRICING UNDER THIS AGREEMENT AND SHALL BE BILLED AT \$100.00 PER HOUR UNLESS SAID CONTRACTOR HAS BEEN HIRED DIRECTLY BY DESIGNS BY SUNDOWN.
- HOMEOWNER AGREES THAT DESIGNS BY SUNDOWN MAY USE ANY PHOTOS TAKEN OF THE PROJECT FOR ADVERTISING OR PROMOTIONAL PURPOSES.
- ABOVE PRICE IS BASED ON CURRENT SCOPE OF WORK, IF PROJECT IS CHANGED PRICE WILL BE ADJUSTED
- DESIGNS BY SUNDOWN IS NOT RESPONSIBLE FOR LEAKAGE OR ANY DAMAGE TO HARDSCAPE OR SURROUNDING PROPERTY THAT MAY RESULT BECAUSE OF LEAKAGE OF ANNUAL POTS
- ASSUMES EXISTING, UNDERGROUND UTILITIES (INCLUDING PRIVATE LOCATES) WILL NOT NEGATIVELY IMPACT PROPOSED FLOW OF WORK/CONSTRUCTION SCHEDULE. A CHANGE ORDER WILL BE PRESENTED FOR ANY ADDITIONAL COSTS REQUIRED TO WORK AROUND, MAKE ADJUSTMENTS TO, AND/OR CHANGE NORMAL CONSTRUCTION METHODS WHEN WORKING WITH UTILITIES ON SITE.

• **PERMITS**

- ALL PERMIT AND ENGINEERING FEES AS WELL AS ANY ALL PERMIT AND ENGINEERING FEES AS WELL AS ANY ASSOCIATED EXPENSES ARE NOT INCLUDED AS PART OF THIS CONTRACT AND WILL BE INVOICED ON A COST PLUS BASIS.

• **GRADING AND DRAINAGE**

- WHEN DESIGNS BY SUNDOWN IS GIVEN APPROVAL BY THE HOMEOWNER TO START THE LANDSCAPING, DESIGNS BY SUNDOWN ASSUMES THE DEVELOPER AND/OR BUILDER HAS COMPLETED A PROPER GRADE AND DRAINAGE ON THE SITE AND AROUND THE FOUNDATION OF THE HOME.
- DESIGNS BY SUNDOWN WILL NOT TAKE RESPONSIBILITY FOR ANY SETTLING OR "SINK HOLES" THAT MAY OCCUR DUE TO IMPROPER COMPACTION WHEN BACKFILLING AROUND THE FOUNDATION.

• **WARRANTY**

- ALL PLANT MATERIAL, SPRINKLER SYSTEMS, LIGHTING SYSTEMS, AND ALL OTHER HARDSCAPES AND LANDSCAPE MATERIALS WILL HAVE A WARRANTY OF 1 YEAR.
- DESIGNS BY SUNDOWN DOES NOT WARRANTY SPRINKLER SYSTEM DEFECTS THAT ARE CAUSED DUE TO HOMEOWNER NEGLIGENCE OR IMPROPER WINTERIZATION. PLANT MATERIAL IS GUARANTEED FOR A PERIOD OF ONE YEAR OR ONE (1) TIME PLACEMENT, WHICHEVER MAY COME FIRST. PLANT MATERIAL IS NOT GUARANTEED AGAINST WINTER KILL, FLOOD, HAIL, ACTS OF GOD, OWNER NEGLIGENCE, VEHICULAR OR LAWN MOWER DAMAGE, STORM DAMAGE, THEFT OR ANIMAL DAMAGE (DOMESTIC OR WILDLIFE).
- ANY TREE WARRANTIES SHALL BE VOID UNLESS OWNER CONTRACTS WITH DESIGNS BY SUNDOWN ON A SEPARATE AGREEMENT OR WITHIN
- THIS AGREEMENT, TO PERFORM WATERING DURING THE WINTER MONTHS WHILE IRRIGATION SYSTEMS ARE NOT OPERATING.
- NOT WITHSTANDING THE FOREGOING, UNLESS ACCESS BY MACHINE IS AVAILABLE, WHICH ACCESS SHALL BE DETERMINED BY DESIGNS BY SUNDOWN. DECIDUOUS TREES IN EXCESS OF THREE INCH (3") CALIPER AND EVERGREEN TREE'S IN EXCESS OF NINE FEET (9') IN HEIGHT SHALL AT THE DISCRETION OF DESIGNS BY SUNDOWN BE WARRANTIED WITH REPLACEMENTS OF SMALLER TREES AND CREDITS FOR ANY PRICING DIFFERENCES.
- ANY AND ALL WARRANTIES ARE VOID IF ALL PAYMENTS ARE NOT MADE AS REQUIRED BY THIS AGREEMENT.
- THIS WARRANTY IS NOT ASSIGNABLE. DESIGNS BY SUNDOWN MAY ISSUE A NEW WARRANTY TO SUBSEQUENT OWNER AFTER A COMPLETE INSPECTION AND APPROVAL BY DESIGNS BY SUNDOWN AND PAYMENT OF INSPECTION FEE.

• **HARDSCAPE ALLOWANCES**

- ALL WALLS, PATIOS, STRUCTURES AND OTHER HARDSCAPE ITEMS ARE ALLOWANCES ONLY BASED ON GENERIC BUILDING STANDARDS AND MANUFACTURER RECOMMENDED INSTALLATION METHODS. CONSTRUCTION INSTALTION AND ASSOCIATED PRICING WILL BE ADJUSTED AFTER A REVIEW OF THE SOILS REPORT AND ANY ADDITIONAL ENGINEERING IS COMPLETED.

• CONDITIONS OF CONTRACT

Services. Mariani Enterprises, LLC dba Designs by Sundown ("Company") agrees to provide the services (the "Services") to the client ("Client") set forth in the applicable Proposal, Contract Specifications, Scope of Work, Quote or similar document (the "SOW"), subject to the terms set forth in these Conditions of Contract (these "Terms"). These Terms together with the Company's warranties, the SOW (including attachments/addendums) and/or any additional services as agreed to by the parties (the "Contract") constitute the entire agreement between the parties and supersedes all prior agreements and understandings as well as any competing terms on any Client form. In the event of a conflict among the foregoing documents, these Terms shall govern. Company's commencement of the Services shall constitute acceptance of the Contract and all terms contained therein.

Excluded Services. The Services exclude any services not provided for in the SOW or identified in the SOW as excluded services (collectively, the "Excluded Services"). However, to the extent that any of the Excluded Services are required (as determined by the Company) or requested, such Excluded Services shall be deemed Services and subject to these Terms.

Changes to Services. Should Client request changes to the Services or Company determines that the Services should be modified or substituted, Company shall submit a change order, which may include a change in the contract price. If changes to the Services result in a reduced contract price, Company may in its sole discretion either refund or issue a credit to Client for the difference, if necessary or applicable.

Company Warranties.

- Company's warranty for the applicable Services may be found on the applicable SOW and are incorporated herein by reference.
- Company's warranty is contingent on (i) Client being in compliance with all terms of the Contract at the time a claim is made and (ii) the claim being reported within the applicable warranty period. COMPANY MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE SERVICES, WHETHER EXPRESS, IMPLIED OR STATUTORY, OTHER THAN THOSE EXPRESSLY PROVIDED FOR HEREIN, AND DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE AND QUALITY.
- Client's sole/exclusive remedy arising out of any warranty breach is limited to re-performance of the Services by the Company (as appropriately modified or substituted).
- Client acknowledges that products used by Company may contain substances that are harmful and may cause damage to certain plants, grass and driveway/walkway surfaces or injury/illness to living creatures. Client expressly waives any claims related to Company's use of such substances and Company shall not be liable for any actual or alleged damages arising out, caused by or related to such use.
- Client expressly waives any claims related to Company's presence on the property with respect to its performance of the Services, except in the case of Company's gross negligence or willful misconduct.

Billing and Payment. Invoices are due upon receipt and Client may not set-off any amounts owed. Late payments will accumulate interest at a rate of 1.5%/month. Client shall be responsible for any costs and expenses (including attorneys' fees) incurred by Company in collecting past-due amounts. Should Company at any time determine that Client is not creditworthy, it may modify the payment terms to secure the Services. Company may suspend performance due to Client's uncured breach hereunder or under any other contract between the parties.

• Client Warranties and Responsibilities.

- Client warrants that (i) it has authority to enter into this Contract and has control over the property and (ii) the Services will be maintained in accordance with the instructions provided by Company to Client.
- Client shall be responsible for (as applicable): (i) providing secure on-site storage as needed for equipment and materials, (ii) maintaining adequate electrical voltage and sources, (iii) maintaining an adequate water supply, (iv) paying for all permits, consents prior to the start of the Services, (v) all fees and costs associated with third-party subcontractors, consultants or experts necessary to perform the Services; (vi) providing Company reasonable access to the property. Client acknowledges and agrees that Company shall not be responsible for delays, costs and/or expenses incurred in connection with damages and/or repair to such items if such items were not conspicuously or incorrectly marked.
- Client shall indemnify, defend and hold harmless Company and its affiliates from and against any and all claims arising out of Client's breach of its warranties and responsibilities hereunder, for Client's breach of this Contract, any loss or damage to Company's property, equipment or material while stored on Client's property and/or injury to Company employees, subcontractors or agents while on Client's property.

Force Majeure. Company shall not be liable or responsible to Client for any failure or delay in performance if related to acts beyond Company's reasonable control, including: acts of God, flood, fires, severe weather conditions (including blizzard conditions), governmental actions, orders or laws, labor strikes, shortages, stoppages or slowdowns or other disturbances, epidemic, pandemic or similar infection, supply shortages or delays, shortage of transportation facilities or other similar events beyond the reasonable control of Company.

Limitation of Liability. IN NO EVENT SHALL COMPANY OR ITS SUBCONTRACTORS BE LIABLE TO CLIENT OR ANY THIRD-PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, LOSS OF OPPORTUNITY, REVENUE, PROFITS OR CAPITAL OR BUSINESS INTERRUPTION COSTS UNDER THIS CONTRACT EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE THEORY ON WHICH SUCH DAMAGES ARE SOUGHT. IN NO EVENT SHALL THE TOTAL LIABILITY OF COMPANY EXCEED THE LESSER OF (I) THE TOTAL FEES PAID BY CLIENT HEREUNDER DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY AND (II) \$50,000.

Photography. Client acknowledges and consents to Company, at Company's sole cost and expense, photographing and/or Videotaping the property on which the Services were provided for use And reproduction in Company's training, promotional, commercial, advertising and marketing materials, including but not limited to display on its website, social media platforms, brochures and other printed and digital materials. Client further agrees that, in no event, shall Company be liable to Client for any fees, royalties, special credits, or other RENUMERATION OR compensation in connection with such use. Company will not disclose the location or Client's name or other personal information without obtaining Client's prior consent.

- **Governing Law; Venue.** This Contract shall be governed by the law of the state where the Services are being performed, notwithstanding such state's conflicts of law principles. All disputes arising under this Contract shall be brought before a single arbitrator of the American Arbitration Association ("AAA"), with the arbitration to be held within a 20 mile radius of where the project is located. The arbitrator shall be selected by application of the rules of the AAA. No party shall challenge the jurisdiction or venue provisions as provided herein.

Miscellaneous. No modification or waiver of any of the terms of this Contract shall be valid unless in writing and signed by the parties. The failure of a party to insist on compliance with any of the terms hereunder by the other party shall not be deemed a waiver of that or any other term, nor shall any waiver of any right be deemed a waiver of that right for all or any other times. Company may assign or subcontract this Contract or any portion thereof at any time without the consent of Client. Company's relationship to Client is that of an independent contractor and nothing herein shall create a partnership, agency, joint venture or employment relationship.

Payment Terms:

THIS QUOTE IS VALID FOR 30 DAYS

Designs by Sundown will invoice the work as completed. All additional work/repairs will be billed as time & materials. All invoices are due upon receipt and subject to Designs by Sundown Terms.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Mariani Enterprises LLC DBA Designs By Sundown</p> <p>Authorized Signature: _____</p> <p>Estimator: _____</p>
---	---



DESIGNS BY SUNDOWN

It's your world. **Enjoy it!**

6875 S. Santa Fe Drive | Littleton, CO 80120
 ph: 303.789.4400 | fax: 303.789.4417 | www.DesignsBySundown.com

To:	Littleton Downtown Development Authority	Contact:	
Address:	2516 W Main St. Littleton, CO 80120	Phone:	
Project Name:	LDDA Tree Lights 2026	Bid Number:	
Project Location:		Bid Date:	8/15/2025

Item #	Item Description	Estimated Quantity	Unit	Unit Price
--------	------------------	--------------------	------	------------

Tree Lighting

Installation & Takedown · (60) Trees-Main Street, Side Streets & Alamo	1.00	EACH	\$3,000.00
Materials	1.00	EACH	\$2,532.77
Total Price for above Tree Lighting Items:			<u>\$5,532.77</u>

Bow Installation

Install Ribbon With Bow To Top Band Of 60 Tree Pots · (34) Trees-Main Street, Side Streets & Alamo	1.00	EACH	\$625.00
Total Price for above Bow Installation Items:			<u>\$625.00</u>

Total Bid Price: \$6,157.77

Notes:

• **GENERAL**

- DESIGNS BY SUNDOWN RECOMMENDS THAT A 10% CONTINGENCY IS PLANNED UPON BY THE HOMEOWNER FOR UNFORSEEN EVENTS WHICH OCCUR DURING THE INSTALLATION PROCESS.
- HOMEOWNER ACKNOWLEDGES THAT DESIGNS BY SUNDOWN CANNOT GUARANTEE THE DATE UPON WHICH COMMENCEMENT OF THE WORK SHALL BEGIN AND THAT ANY DATE GIVEN IS APPROXIMATE AND ONLY A TARGET DATE.
- CONSTRUCTION DELAYS DUE TO INCLEMENT WEATHER OR ANY OTHER CONDITION OUTSIDE THE CONTRACTOR'S CONTROL (FORCE MAJEURE EVENTS) MAY CAUSE ADDITIONAL PRICE INCREASES TO BE INCURRED.
- CONSULTATION WITH OTHER CONTRACTORS' PERFORMING WORK IS NOT INCLUDED IN THE PRICING UNDER THIS AGREEMENT AND SHALL BE BILLED AT \$100.00 PER HOUR UNLESS SAID CONTRACTOR HAS BEEN HIRED DIRECTLY BY DESIGNS BY SUNDOWN.
- HOMEOWNER AGREES THAT DESIGNS BY SUNDOWN MAY USE ANY PHOTOS TAKEN OF THE PROJECT FOR ADVERTISING OR PROMOTIONAL PURPOSES.
- ABOVE PRICE IS BASED ON CURRENT SCOPE OF WORK, IF PROJECT IS CHANGED PRICE WILL BE ADJUSTED
- DESIGNS BY SUNDOWN IS NOT RESPONSIBLE FOR LEAKAGE OR ANY DAMAGE TO HARDSCAPE OR SURROUNDING PROPERTY THAT MAY RESULT BECAUSE OF LEAKAGE OF ANNUAL POTS
- ASSUMES EXISTING, UNDERGROUND UTILITIES (INCLUDING PRIVATE LOCATES) WILL NOT NEGATIVELY IMPACT PROPOSED FLOW OF WORK/CONSTRUCTION SCHEDULE. A CHANGE ORDER WILL BE PRESENTED FOR ANY ADDITIONAL COSTS REQUIRED TO WORK AROUND, MAKE ADJUSTMENTS TO, AND/OR CHANGE NORMAL CONSTRUCTION METHODS WHEN WORKING WITH UTILITIES ON SITE.

• **PERMITS**

- ALL PERMIT AND ENGINEERING FEES AS WELL AS ANY ALL PERMIT AND ENGINEERING FEES AS WELL AS ANY ASSOCIATED EXPENSES ARE NOT INCLUDED AS PART OF THIS CONTRACT AND WILL BE INVOICED ON A COST PLUS BASIS.

• **GRADING AND DRAINAGE**

- WHEN DESIGNS BY SUNDOWN IS GIVEN APPROVAL BY THE HOMEOWNER TO START THE LANDSCAPING, DESIGNS BY SUNDOWN ASSUMES THE DEVELOPER AND/OR BUILDER HAS COMPLETED A PROPER GRADE AND DRAINAGE ON THE SITE AND AROUND THE FOUNDATION OF THE HOME.
- DESIGNS BY SUNDOWN WILL NOT TAKE RESPONSIBILITY FOR ANY SETTLING OR "SINK HOLES" THAT MAY OCCUR DUE TO IMPROPER COMPACTION WHEN BACKFILLING AROUND THE FOUNDATION.

• **WARRANTY**

- ALL PLANT MATERIAL, SPRINKLER SYSTEMS, LIGHTING SYSTEMS, AND ALL OTHER HARDSCAPES AND LANDSCAPE MATERIALS WILL HAVE A WARRANTY OF 1 YEAR.
- DESIGNS BY SUNDOWN DOES NOT WARRANTY SPRINKLER SYSTEM DEFECTS THAT ARE CAUSED DUE TO HOMEOWNER NEGLIGENCE OR IMPROPER WINTERIZATION. PLANT MATERIAL IS GUARANTEED FOR A PERIOD OF ONE YEAR OR ONE (1) TIME PLACEMENT, WHICHEVER MAY COME FIRST. PLANT MATERIAL IS NOT GUARANTEED AGAINST WINTER KILL, FLOOD, HAIL, ACTS OF GOD, OWNER NEGLIGENCE, VEHICULAR OR LAWN MOWER DAMAGE, STORM DAMAGE, THEFT OR ANIMAL DAMAGE (DOMESTIC OR WILDLIFE).
- ANY TREE WARRANTIES SHALL BE VOID UNLESS OWNER CONTRACTS WITH DESIGNS BY SUNDOWN ON A SEPARATE AGREEMENT OR WITHIN
- THIS AGREEMENT, TO PERFORM WATERING DURING THE WINTER MONTHS WHILE IRRIGATION SYSTEMS ARE NOT OPERATING.
- NOT WITHSTANDING THE FOREGOING, UNLESS ACCESS BY MACHINE IS AVAILABLE, WHICH ACCESS SHALL BE DETERMINED BY DESIGNS BY SUNDOWN. DECIDUOUS TREES IN EXCESS OF THREE INCH (3") CALIPER AND EVERGREEN TREE'S IN EXCESS OF NINE FEET (9') IN HEIGHT SHALL AT THE DISCRETION OF DESIGNS BY SUNDOWN BE WARRANTIED WITH REPLACEMENTS OF SMALLER TREES AND CREDITS FOR ANY PRICING DIFFERENCES.
- ANY AND ALL WARRANTIES ARE VOID IF ALL PAYMENTS ARE NOT MADE AS REQUIRED BY THIS AGREEMENT.
- THIS WARRANTY IS NOT ASSIGNABLE. DESIGNS BY SUNDOWN MAY ISSUE A NEW WARRANTY TO SUBSEQUENT OWNER AFTER A COMPLETE INSPECTION AND APPROVAL BY DESIGNS BY SUNDOWN AND PAYMENT OF INSPECTION FEE.

• **HARDSCAPE ALLOWANCES**

- ALL WALLS, PATIOS, STRUCTURES AND OTHER HARDSCAPE ITEMS ARE ALLOWANCES ONLY BASED ON GENERIC BUILDING STANDARDS AND MANUFACTURER RECOMMENDED INSTALLATION METHODS. CONSTRUCTION INSTALTION AND ASSOCIATED PRICING WILL BE ADJUSTED AFTER A REVIEW OF THE SOILS REPORT AND ANY ADDITIONAL ENGINEERING IS COMPLETED.

• **CONDITIONS OF CONTRACT**

Services. Mariani Enterprises, LLC dba Designs by Sundown ("Company") agrees to provide the services (the "Services") to the client ("Client") set forth in the applicable Proposal, Contract Specifications, Scope of Work, Quote or similar document (the "SOW"), subject to the terms set forth in these Conditions of Contract (these "Terms"). These Terms together with the Company's warranties, the SOW (including attachments/addendums) and/or any additional services as agreed to by the parties (the "Contract") constitute the entire agreement between the parties and supersedes all prior agreements and understandings as well as any competing terms on any Client form. In the event of a conflict among the foregoing documents, these Terms shall govern. Company's commencement of the Services shall constitute acceptance of the Contract and all terms contained therein.

Excluded Services. The Services exclude any services not provided for in the SOW or identified in the SOW as excluded services (collectively, the "Excluded Services"). However, to the extent that any of the Excluded Services are required (as determined by the Company) or requested, such Excluded Services shall be deemed Services and subject to these Terms.

Changes to Services. Should Client request changes to the Services or Company determines that the Services should be modified or substituted, Company shall submit a change order, which may include a change in the contract price. If changes to the Services result in a reduced contract price, Company may in its sole discretion either refund or issue a credit to Client for the difference, if necessary or applicable.

Company Warranties.

- Company's warranty for the applicable Services may be found on the applicable SOW and are incorporated herein by reference.
- Company's warranty is contingent on (i) Client being in compliance with all terms of the Contract at the time a claim is made and (ii) the claim being reported within the applicable warranty period. COMPANY MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO THE SERVICES, WHETHER EXPRESS, IMPLIED OR STATUTORY, OTHER THAN THOSE EXPRESSLY PROVIDED FOR HEREIN, AND DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE AND QUALITY.
- Client's sole/exclusive remedy arising out of any warranty breach is limited to re-performance of the Services by the Company (as appropriately modified or substituted).
- Client acknowledges that products used by Company may contain substances that are harmful and may cause damage to certain plants, grass and driveway/walkway surfaces or injury/illness to living creatures. Client expressly waives any claims related to Company's use of such substances and Company shall not be liable for any actual or alleged damages arising out, caused by or related to such use.
- Client expressly waives any claims related to Company's presence on the property with respect to its performance of the Services, except in the case of Company's gross negligence or willful misconduct.

Billing and Payment. Invoices are due upon receipt and Client may not set-off any amounts owed. Late payments will accumulate interest at a rate of 1.5%/month. Client shall be responsible for any costs and expenses (including attorneys' fees) incurred by Company in collecting past-due amounts. Should Company at any time determine that Client is not creditworthy, it may modify the payment terms to secure the Services. Company may suspend performance due to Client's uncured breach hereunder or under any other contract between the parties.

• **Client Warranties and Responsibilities.**

- Client warrants that (i) it has authority to enter into this Contract and has control over the property and (ii) the Services will be maintained in accordance with the instructions provided by Company to Client.
- Client shall be responsible for (as applicable): (i) providing secure on-site storage as needed for equipment and materials, (ii) maintaining adequate electrical voltage and sources, (iii) maintaining an adequate water supply, (iv) paying for all permits, consents prior to the start of the Services, (v) all fees and costs associated with third-party subcontractors, consultants or experts necessary to perform the Services; (vi) providing Company reasonable access to the property. Client acknowledges and agrees that Company shall not be responsible for delays, costs and/or expenses incurred in connection with damages and/or repair to such items if such items were not conspicuously or incorrectly marked.
- Client shall indemnify, defend and hold harmless Company and its affiliates from and against any and all claims arising out of Client's breach of its warranties and responsibilities hereunder, for Client's breach of this Contract, any loss or damage to Company's property, equipment or material while stored on Client's property and/or injury to Company employees, subcontractors or agents while on Client's property.

Force Majeure. Company shall not be liable or responsible to Client for any failure or delay in performance if related to acts beyond Company's reasonable control, including: acts of God, flood, fires, severe weather conditions (including blizzard conditions), governmental actions, orders or laws, labor strikes, shortages, stoppages or slowdowns or other disturbances, epidemic, pandemic or similar infection, supply shortages or delays, shortage of transportation facilities or other similar events beyond the reasonable control of Company.

Limitation of Liability. IN NO EVENT SHALL COMPANY OR ITS SUBCONTRACTORS BE LIABLE TO CLIENT OR ANY THIRD-PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, LOSS OF OPPORTUNITY, REVENUE, PROFITS OR CAPITAL OR BUSINESS INTERRUPTION COSTS UNDER THIS CONTRACT EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF THE THEORY ON WHICH SUCH DAMAGES ARE SOUGHT. IN NO EVENT SHALL THE TOTAL LIABILITY OF COMPANY EXCEED THE LESSER OF (I) THE TOTAL FEES PAID BY CLIENT HEREUNDER DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY AND (II) \$50,000.

Photography. Client acknowledges and consents to Company, at Company's sole cost and expense, photographing and/or Videotaping the property on which the Services were provided for use And reproduction in Company's training, promotional, commercial, advertising and marketing materials, including but not limited to display on its website, social media platforms, brochures and other printed and digital materials. Client further agrees that, in no event, shall Company be liable to Client for any fees, royalties, special credits, or other RENUMERATION OR compensation in connection with such use. Company will not disclose the location or Client's name or other personal information without obtaining Client's prior consent.

- **Governing Law; Venue.** This Contract shall be governed by the law of the state where the Services are being performed, notwithstanding such state's conflicts of law principles. All disputes arising under this Contract shall be brought before a single arbitrator of the American Arbitration Association ("AAA"), with the arbitration to be held within a 20 mile radius of where the project is located. The arbitrator shall be selected by application of the rules of the AAA. No party shall challenge the jurisdiction or venue provisions as provided herein.

Miscellaneous. No modification or waiver of any of the terms of this Contract shall be valid unless in writing and signed by the parties. The failure of a party to insist on compliance with any of the terms hereunder by the other party shall not be deemed a waiver of that or any other term, nor shall any waiver of any right be deemed a waiver of that right for all or any other times. Company may assign or subcontract this Contract or any portion thereof at any time without the consent of Client. Company's relationship to Client is that of an independent contractor and nothing herein shall create a partnership, agency, joint venture or employment relationship.

Payment Terms:

THIS QUOTE IS VALID FOR 30 DAYS

Designs by Sundown will invoice the work as completed. All additional work/repairs will be billed as time & materials. All invoices are due upon receipt and subject to Designs by Sundown Terms.

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Mariani Enterprises LLC DBA Designs By Sundown</p> <p>Authorized Signature: _____</p> <p>Estimator: _____</p>
---	---