

100-01-00570 2085

AGREEMENT

THIS AGREEMENT, made and entered into this 15<sup>th</sup> day of September, 1975, by and between the City of Littleton, hereinafter sometimes referred to as "Littleton", and the Housing Authority of the City of Littleton, hereinafter sometimes referred to as "Housing Authority".

WITNESSETH:

WHEREAS, the City of Littleton is the owner of certain real property situate in the City of Littleton known as "Geneva Village" and that it is desirous of entering into a management agreement with the Littleton Housing Authority to handle the management of certain apartment units located thereon; and

WHEREAS, the Housing Authority has agreed that it would manage said units according to the terms hereof;

NOW, THEREFORE, for the considerations herein expressed, it is agreed by and between the parties hereto as follows:

1. Premises. Upon and subject to the conditions and limitations set forth below, the Housing Authority shall manage certain improvements consisting of twenty-eight (28) apartment units comprised of ten buffet units, ten one-bedroom units and eight two-bedroom units located on the following real property situate in the City of Littleton, County of Arapahoe, State of Colorado, more particularly described as follows:

Part of the SW1/4 NW1/4 of Section 16, Township 5 South, Range 68 West, described as follows:

Beginning at a point 30 feet East and 155 feet North of the Southwest corner of NW1/4 of Section 16, Township 5 South, Range 68 West of the 6th P.M., thence North parallel to the West line of said NW1/4 a distance of 620 feet; thence East on an angle of 90° a distance of 130 feet; thence South on an angle of 90° a distance of 75 feet; thence on an angle of 26°33'58" to the left a distance of 190 feet; thence on an angle of 26°33'58" to the right a distance of 375.07 feet; thence on an angle of 90° to the right a distance of 215 feet to the point of beginning;

hereinafter referred to as the "premises".

2. Use of premises. The premises shall be used for the purpose of providing housing for elderly citizens, and for such other persons as may be subsequently agreed to by Littleton and the Housing Authority. The Housing Authority shall make every reasonable effort to retain as tenants those parties currently residing on the premises described hereinabove. The Housing Authority shall also make use of a waiting list currently in the

possession of the City of Littleton to acquire additional tenants as the premises become vacant. In making use of said waiting list, the following priorities shall prevail:

FIRST PRIORITY: Residents of the City of Littleton

SECOND PRIORITY: Residents of Arapahoe County

THIRD PRIORITY: Others. It shall be the responsibility of the Authority to advertise vacancies which occur in the units. All costs of advertising for the vacancies which occur shall be borne by the City of Littleton.

3. Term of Agreement. The term of this agreement shall be for a period of one year, beginning on October 1, 1975, and shall be automatically renewable each year thereafter unless the other party is notified in writing thirty days prior to expiration of this Agreement.

4. Rent. It is understood by the parties hereto that the current monthly rental is as follows:

Buffet Unit - \$113.50

One-bedroom Unit - \$138.50

Two-bedroom Unit - \$160.00

It is agreed by the parties hereto that there shall be no alteration in the monthly rentals to be paid by the tenants to the Housing Authority without prior written consent of the City of Littleton.

5. Management. The Housing Authority shall be responsible for the renting of vacant units, the collection of security deposits, the collection of monthly rents, the inspection of any vacated premises, together with the return of any remaining security deposit to the previous tenant, with an analysis of use made of the withheld deposits. Any liability resulting from the retention of any security deposit beyond thirty days after termination of a lease or surrender and acceptance of the premises, whichever occurs last, shall be the sole responsibility of the Housing Authority. The Housing Authority shall also be responsible for the collection and submission to the City of Littleton of all bills incidental to the operation of Geneva Village. No bill shall be paid by Littleton without prior approval of the Executive Director of the Housing Authority. It is understood between the parties that certain accounts for the exclusive use of Geneva Village transactions shall be set up as a separate part of the operating budget of the City of Littleton. All revenues received by the Housing Authority shall be forwarded to the City Treasurer of Littleton on a monthly basis.

6. Maintenance. It is understood between the parties that the Housing Authority shall be solely responsible for all maintenance to be done on those premises described hereinabove, together with those premises immediately to the east known as the "Geneva Home", unless the City gives notification to the Housing Authority to cease maintenance of the Geneva Home premises. The Housing Authority shall have the responsibility to make all repairs necessary to the premises, and further agrees that it shall keep the premises in good repair and that it shall keep the sidewalks, private roadways, and parking lots in front of and around said premises free from ice and snow, litter, dirt, debris and obstructions; and shall keep the premises and grounds in a clean and orderly condition as required by the ordinances and health and police regulations of the City of Littleton.

The Housing Authority further agrees it shall be responsible for the keeping of all lawns, gardens, and trees in good health and repair; and shall be responsible for the removal of any dead growth of same.

The Housing Authority shall keep interior areas of the apartment units in good repair and shall be responsible for minor repair of electrical appliances, electrical fixtures, plumbing fixtures and similar items. The Housing Authority agrees that should a furnace, water heater, plumbing fixtures, stove or refrigerator be declared inoperable and beyond repair, it shall submit a request to the City of Littleton to replace same. Furthermore, should any major repairs be necessary to the premises, the Housing Authority shall submit the request to the City of Littleton in writing for approval of same. All maintenance costs shall be borne by the City of Littleton through the Geneva Village account.

All maintenance personnel shall be supervised by the Littleton Housing Authority, shall be paid through the City of Littleton's Geneva Village account but shall not be employees of the City of Littleton.

7. Liability. The City of Littleton shall acquire necessary insurance for the premises. The Housing Authority shall hold the City of Littleton harmless for any of the acts or omissions of the Housing Authority, its agents, officers or employees. The City shall in turn hold the Authority harmless for any of the acts or omissions of the City, its agents or employees.

8. Unlawful Conduct. The Housing Authority agrees not to use or cause to be used any part of the premises for any unlawful conduct or purpose including, but not limited to, the creation of any nuisances thereon.

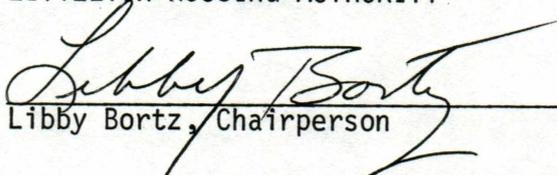
9. Rules and Regulations. The Housing Authority agrees that it shall abide with the current rules and regulations promulgated by the City of Littleton and which are currently in effect at Geneva Village.

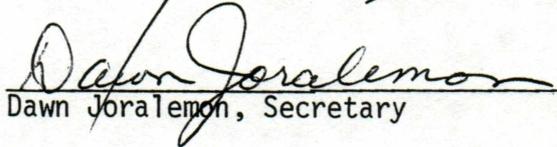
10. Applicable Laws. This contract shall be governed by the laws of the State of Colorado as to both interpretation and performance, insofar as such laws are not in conflict with the applicable laws and regulations of the United States of America.

11. Management fee to Housing Authority. The Housing Authority shall receive from the City of Littleton 10 per cent of the gross monthly rents from the property described hereinabove or \$300.00 per month, whichever is greater.

EXECUTED THIS 11<sup>TH</sup> DAY OF SEPTEMBER, 1975.

LITTLETON HOUSING AUTHORITY

  
\_\_\_\_\_  
Libby Bortz, Chairperson

  
\_\_\_\_\_  
Dawn Joralemon, Secretary

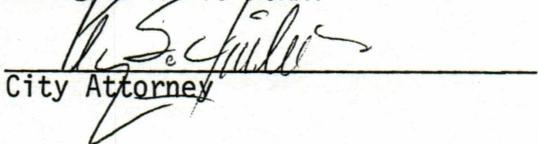
CITY OF LITTLETON

  
\_\_\_\_\_  
F. Vaughn Gardinier

ATTEST:

  
\_\_\_\_\_  
Janet D. Harrison  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney