

ADMINISTRATIVE MEMORANDUM

#08-01

March 13, 2008

TO: Honorable Mayor Kathleen M. Novak and City Council Members

FROM: A.J. Krieger, City Manager 

SUBJECT: CR-52 – Transit Shelter Agreement Assignment

RECOMMENDATION:

Attached to this memorandum is a resolution which, if approved, would authorize the Mayor to execute a consent agreement to assign the current Transit Shelter Contract with Outdoor Promotions West, LLC to Outdoor Promotions, LLC. Staff recommends approval of the proposed resolution.

BACKGROUND:

The City initially entered into an agreement on September 28, 1995 with Outdoor Promotions, LLC. The agreement provides the installation and maintenance of certain transit shelters and benches and commercial advertisements to be displayed in all bus stop shelters erected within the City of Northglenn. The City is paid a monthly percentage equal to ten percent (10%) of the gross advertising receipts.

Resolution 98-64 approved an assignment of the Agreement from Outdoor Promotions, LLC to Outdoor Promotions West, LLC on July 23, 1998.

Resolution 04-41 approved an assignment of the Agreement from Outdoor Promotions West, LLC to Outdoor Promotions, Inc. on March 25, 2004.

POTENTIAL OBJECTION:

City staff is not aware of any opposition to the assignment of the contract.

BUDGET/TIME IMPLICATIONS:

Currently, the City receives an estimated amount of \$10,000 per year in revenue from the contract. Staff is not aware of any budget or time implications.

STAFF REFERENCE:

If Council members have any comments or questions they may contact A.J. Krieger; akrieger@northglenn.org.

SPONSORED BY: MAYOR NOVAK

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-52
Series of 2008

Series of 2008

A RESOLUTION APPROVING THE ASSIGNMENT OF THE CONTRACT OBLIGATIONS OF OUTDOOR PROMOTIONS, INC. TO OUTDOOR PROMOTIONS, LLC, AND AUTHORIZING THE MAYOR TO EXECUTE A CONSENT TO THE ASSIGNMENT

WHEREAS, on September 28, 1995, the City entered into a Transit Shelter Contract Agreement, attached hereto as Exhibit A, with Outdoor Promotions, LLC (the "Agreement"); and

WHEREAS, on July 23, 1998, the City, by Resolution 98-64, approved assignment of the Agreement from Outdoor Promotions, LLC to Outdoor Promotions West, LLC; and

WHEREAS, on March 25, 2004, the City, by Resolution 04-41, approved assignment of the Agreement from Outdoor Promotions West, LLC to Outdoor Promotions, Inc.; and

WHEREAS, the City is now requested to consent to assignment of the Agreement to Outdoor Promotions, LLC,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

Section 1. The assignment of the Transit Shelter Contract Agreement dated September 18, 1995, a copy of which is attached hereto as Exhibit A, between the City of Northglenn, Colorado and Outdoor Promotions, Inc. as the successor in interest to Outdoor Promotions, LLC, back to Outdoor Promotions, LLC, is hereby approved and the Mayor is authorized to execute the Consent to said assignment, in the form attached hereto as Exhibit B.

DATED at Northglenn, Colorado, this ____ day of _____, 2008.

KATHLEEN M. NOVAK
Mayor

ATTEST:

APPROVED AS TO FORM:

JOHANNA SMALL, CMC
Acting City Clerk

COREY Y. HOFFMANN
City Attorney

SPONSORED BY Mayor Parsons

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-53
Series of 1995

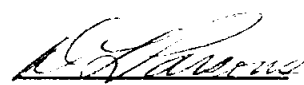
95-51
Series of 1995

A RESOLUTION APPROVING A TRANSIT SHELTER CONTRACT AGREEMENT BETWEEN THE CITY OF NORTHGLENN AND OUTDOOR PROMOTIONS.


BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

The Transit Shelter Contract Agreement, a copy of which is attached hereto and marked as Exhibit A, between the City of Northglenn, Colorado and Outdoor Promotions is hereby approved, and the Mayor is authorized to enter into the Agreement on behalf of the City of Northglenn.


DATED, at Northglenn, Colorado, this 28th day of Sept., 1995.


D. L. PARSONS
Mayor

ATTEST:


JOAN M. BAKER
City Clerk

APPROVED AS TO FORM;


HERBERT C. PHILLIPS
City Attorney

TRANSIT SHELTER CONTRACT AGREEMENT

THIS AGREEMENT made this 28th day of September, 1995, between the CITY OF NORTHGLENN, COLORADO, a Colorado municipal corporation (the "City"), and OUTDOOR PROMOTIONS, a Colorado company ("OP").

1. CONSTRUCTION OF TRANSIT SHELTERS:

OP shall design, provide plans and specifications for, and erect transit shelters at certain bus stop locations in the City of Northglenn, Colorado, with such locations being selected in the manner set forth hereinafter. The design of such shelters shall be approved by the City Council prior to construction. The parties hereto contemplate and intend that approximately twenty (20) or more bus stop shelters shall be erected. OP will initially erect twenty (20) shelters and will only erect additional shelters with the City's approval. Twenty (20) shelters represent forty (40) advertising panels.

2. LOCATION OF BUS STOP TRANSIT SHELTERS:

OP shall erect such bus stop shelters at those locations that are mutually agreed upon by the City, OP, and the Regional Transportation District ("RTD"). Prior to erecting any such shelters at any locations, OP shall secure any necessary approval and/or zoning variance that may be required from any governmental entity, including RTD.

3. BUS STOP SHELTERS TO BE ERECTED ON THE PUBLIC RIGHT-OF-WAY OR PRIVATE PROPERTY:

All bus stop shelters shall be erected on public rights-of-way along the street frontage and shall be subject to the City's normal licensing agreement and any rules, regulations or ordinances governing the use of the City's rights-of-way. Notwithstanding the above, OP may locate bus shelters on private property, provided, however, that OP shall secure, at its own expense, written leases, authorizations, or grants of easement from the owners of such property, with such leases, authorizations, or grants of easement giving OP the right to erect and maintain such bus stop shelter on the applicable parcel of real estate.

4. MAINTENANCE OF SHELTERS:

OP agrees to make bi-weekly inspections and service stops of all such shelters, and OP shall maintain all such bus stop shelters in good condition, including, but not limited to, making all necessary repairs, repainting. OP shall replace, at its own expense, any shelters or advertising signs which have been

destroyed. After receiving notice of any unsanitary condition, state of disrepair, defect, dangerous condition or any unsightly condition existing in any bus stop shelter, OP agrees to forthwith repair, replace, or remove such shelter. If OP breaches this provision requiring the maintenance of bus stop shelters in good repair or condition, the City shall have all remedies as are available for breaches of contract, including the right to terminate the Agreement. OP shall pay all electrical expenses and service costs incurred by the use of any electrical lighting in any bus stop shelter. The City agrees to allow and grant to OP access to and the right to connect up, or tap into, any electrical service which is now or hereafter being furnished to any public street light located in a close proximity to any bus stop shelter, provided, however, OP agrees to reimburse the City for the reasonable costs of such electricity consumed in the operation of lighting of any such bus stop shelters.

5. CONTENTS OF ADVERTISEMENTS:

OP shall have the full and exclusive right to secure commercial advertisements to be displayed in all bus stop shelters and to receive any monies in revenues derived therefrom. All advertisements secured by OP shall conform to the standard codes of advertising, and OP agrees to not display advertising relating to or displaying promotion of politics, alcohol, tobacco, pornographic, religious, controversial, or immoral advertising. This provision is not severable from the remainder of this Agreement. Should this provision be challenged by OP or any third party, and should it be declared unenforceable or invalid by any court of competent jurisdiction, this Agreement will immediately terminate.

6. PAYMENTS:

OP shall pay the City a monthly percentage equal to ten percent (10%) of the gross receipts of OP during the term of this Agreement from advertisements placed by OP in or upon all bus stop shelters located on public rights-of-ways. The term "gross receipts" as used herein is defined to mean the receipts from gross rentals of all advertising placed in or upon all bus stop shelters, less any sales tax and related taxes, (excluding any state or federal corporate income tax), whether such sales of advertising be evidenced by check, credit, charge account, or other exchange. Each charge or sale upon installment or credit shall be treated as a sale for the full price in the month during which such charge or sale shall be made, irrespective of the time when OP shall receive payment therefore. Such sum shall be due and payable monthly on or before the fifteenth (15th) day of the month following collection of such receipt.

7. TERM OF AGREEMENT:

The term of this Agreement shall be for ten (10) years commencing on September 28, 1995, and terminating on September 28, 2005, provided, however, that the City, pursuant to Section 11.11 of its City Charter, may, at its pleasure, revoke OP'S right to use or occupy any portion of any street, alley or City-owned place. In the event of such a revocation, this Agreement shall terminate and the parties shall be relieved of any further obligation to perform same. OP shall have the option to extend and renew this Agreement on the same terms and conditions set forth herein for three (3) additional periods of ten (10) years, to commence on September 28, 2005, and to end September 28, 2035. Upon termination of this Agreement, OP may remove any and/or all bus stop shelters, and OP shall remove any such bus stop shelters that the City has in writing requested the removal thereof within thirty (30) days and restore its affected sites to substantially the same condition as before the construction of the shelters within ninety (90) days after the date of said termination.

8. MAINTENANCE OF BOOKS:

For the purpose of ascertaining the amount payable as provided above, OP shall keep at its premises accurate accounts of all gross advertising receipts, with these accounts to be entered in a book of permanent nature. The City shall have the right at all reasonable times to examine the books and records of OP for the purpose of determining the gross receipts.

9. PUBLIC LIABILITY INSURANCE:

OP shall, for and during the period of the erection of the bus stop shelters, and the period for which the same are to be maintained and kept in repair by OP, hold the City harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of OP, its agents or employees, in the execution of this Agreement or any matter connected therewith or related thereto, and to pay any judgment with costs which may be obtained against said City, growing out of any such injury, or damage. In connection with the above insurance and indemnification, OP agrees to provide and maintain during the life of the Agreement public liability insurance in the amount of One Million Dollars (\$1,000,000.00) or the limits of liability established by the Governmental Immunity Act, whichever is greater, covering such bus stop shelters. This policy procured by OP shall name the City of Northglenn, Colorado as an additional insured. A copy of all such current policy or policies shall be delivered to the City.

10. COOPERATION WITH RTD:

OP agrees that in performing all obligations imposed upon hereunder, including by way of example and not limitation, the selection of any proposed location for the placement of a bus stop shelter and the maintenance of any bus stop shelter, to fully cooperate with RTD. If a majority of the homeowners living wholly within a distance of five hundred (500) feet in every direction from any such shelter sign a written petition requesting the removal of such shelter, OP shall remove such shelter forthwith upon receipt of a written request by the City.

11. DEFAULTS:

If either OP or the City fails, neglects or refuses to perform any of its covenants, terms and conditions when and as required under this Agreement, or if OP fails, neglects or refuses to make any payment under this Agreement when due, each party shall have such remedies as are available at law or in equity. OP shall have thirty (30) working days from the posting of any such notice to correct any default in the payment of any monies agreed to be paid upon under this Agreement, and upon failure to correct and cure such default in the payment of monies, the City shall have the right to terminate this Agreement.

CITY OF NORTHGLENN

By: *D.L. Parsons*
D.L. Parsons, Mayor

ATTEST:

Joan M. Baker
Joan M. Baker, City Clerk
Deputy

APPROVED AS TO FORM:

Herbert C. Phillips *att*
Herbert C. Phillips, City Attorney

[SEAL]

OUTDOOR PROMOTIONS

By: *Gary D. Young*
Gary D. Young, President/CEO

ATTEST:

Julie Johnson
Julie Johnson, Office and
Personnel Manager

SPONSORED BY: Councilman Mayor Parsons

COUNCILMAN's RESOLUTION

RESOLUTION NO.

No. CR-66
Series of 1998

98-64
Series of 1998

A RESOLUTION APPROVING THE ASSIGNMENT OF THE OBLIGATIONS OF OUTDOOR PROMOTIONS, LLC BY CONTRACT WITH THE CITY OF NORTHGLENN TO OUTDOOR PROMOTIONS WEST, LLC AND AUTHORIZING THE MAYOR TO EXECUTE THE CONSENT FORM.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT:

The assignment of the Transit Shelter Agreement dated September 28, 1995, a copy of which is attached hereto and marked as Exhibit A, between the City of Northglenn, Colorado and Outdoor Promotions LLC, to Outdoor Promotions West, LLC is hereby approved and the Mayor is authorized to execute the Consent form, marked as Exhibit B, on behalf of the City of Northglenn.

DATED, at Northglenn, Colorado, this 23rd day of July, 1998.


D.L. PARSONS
Mayor

ATTEST:


DIANA L. LENTZ, CMC
City Clerk

APPROVED AS TO FORM:


HERBERT C. PHILLIPS
City Attorney

TRANSIT SHELTER CONTRACT AGREEMENT

THIS AGREEMENT made this 27th day of September, 1995, between the CITY OF NORTHGLENN, COLORADO, a Colorado municipal corporation (the "City"), and OUTDOOR PROMOTIONS, a Colorado company ("OP").

1. CONSTRUCTION OF TRANSIT SHELTERS:

OP shall design, provide plans and specifications for, and erect transit shelters at certain bus stop locations in the City of Northglenn, Colorado, with such locations being selected in the manner set forth hereinafter. The design of such shelters shall be approved by the City Council prior to construction. The parties hereto contemplate and intend that approximately twenty (20) or more bus stop shelters shall be erected. OP will initially erect twenty (20) shelters and will only erect additional shelters with the City's approval. Twenty (20) shelters represent forty (40) advertising panels.

2. LOCATION OF BUS STOP TRANSIT SHELTERS:

OP shall erect such bus stop shelters at those locations that are mutually agreed upon by the City, OP, and the Regional Transportation District ("RTD"). Prior to erecting any such shelters at any locations, OP shall secure any necessary approval and/or zoning variance that may be required from any governmental entity, including RTD.

3. BUS STOP SHELTERS TO BE ERECTED ON THE PUBLIC RIGHT-OF-WAY OR PRIVATE PROPERTY:

All bus stop shelters shall be erected on public rights-of-way along the street frontage and shall be subject to the City's normal licensing agreement and any rules, regulations or ordinances governing the use of the City's rights-of-way. Notwithstanding the above, OP may locate bus shelters on private property, provided, however, that OP shall secure, at its own expense, written leases, authorizations, or grants of easement from the owners of such property, with such leases, authorizations, or grants of easement giving OP the right to erect and maintain such bus stop shelter on the applicable parcel of real estate.

4. MAINTENANCE OF SHELTERS:

OP agrees to make bi-weekly inspections and service stops of all such shelters, and OP shall maintain all such bus stop shelters in good condition, including, but not limited to, making all necessary repairs, repainting. OP shall replace, at its own expense, any shelters or advertising signs which have been

destroyed. After receiving notice of any unsanitary condition, state of disrepair, defect, dangerous condition or any unsightly condition existing in any bus stop shelter, OP agrees to forthwith repair, replace, or remove such shelter. If OP breaches this provision requiring the maintenance of bus stop shelters in good repair or condition, the City shall have all remedies as are available for breaches of contract, including the right to terminate the Agreement. OP shall pay all electrical expenses and service costs incurred by the use of any electrical lighting in any bus stop shelter. The City agrees to allow and grant to OP access to and the right to connect up, or tap into, any electrical service which is now or hereafter being furnished to any public street light located in a close proximity to any bus stop shelter, provided, however, OP agrees to reimburse the City for the reasonable costs of such electricity consumed in the operation of lighting of any such bus stop shelters.

5. CONTENTS OF ADVERTISEMENTS:

OP shall have the full and exclusive right to secure commercial advertisements to be displayed in all bus stop shelters and to receive any monies in revenues derived therefrom. All advertisements secured by OP shall conform to the standard codes of advertising, and OP agrees to not display advertising relating to or displaying promotion of politics, alcohol, tobacco, pornographic, religious, controversial, or immoral advertising. This provision is not severable from the remainder of this Agreement. Should this provision be challenged by OP or any third party, and should it be declared unenforceable or invalid by any court of competent jurisdiction, this Agreement will immediately terminate.

6. PAYMENTS:

OP shall pay the City a monthly percentage equal to ten percent (10%) of the gross receipts of OP during the term of this Agreement from advertisements placed by OP in or upon all bus stop shelters located on public rights-of-ways. The term "gross receipts" as used herein is defined to mean the receipts from gross rentals of all advertising placed in or upon all bus stop shelters, less any sales tax and related taxes, (excluding any state or federal corporate income tax), whether such sales of advertising be evidenced by check, credit, charge account, or other exchange. Each charge or sale upon installment or credit shall be treated as a sale for the full price in the month during which such charge or sale shall be made, irrespective of the time when OP shall receive payment therefore. Such sum shall be due and payable monthly on or before the fifteenth (15th) day of the month following collection of such receipt.

7. TERM OF AGREEMENT:

The term of this Agreement shall be for ten (10) years commencing on September 28, 1995, and terminating on September 28, 2005, provided, however, that the City, pursuant to Section 11.11 of its City Charter, may, at its pleasure, revoke OP'S right to use or occupy any portion of any street, alley or City-owned place. In the event of such a revocation, this Agreement shall terminate and the parties shall be relieved of any further obligation to perform same. OP shall have the option to extend and renew this Agreement on the same terms and conditions set forth herein for three (3) additional periods of ten (10) years, to commence on September 28, 2005, and to end September 28, 2035. Upon termination of this Agreement, OP may remove any and/or all bus stop shelters, and OP shall remove any such bus stop shelters that the City has in writing requested the removal thereof within thirty (30) days and restore its affected sites to substantially the same condition as before the construction of the shelters within ninety (90) days after the date of said termination.

8. MAINTENANCE OF BOOKS:

For the purpose of ascertaining the amount payable as provided above, OP shall keep at its premises accurate accounts of all gross advertising receipts, with these accounts to be entered in a book of permanent nature. The City shall have the right at all reasonable times to examine the books and records of OP for the purpose of determining the gross receipts.

9. PUBLIC LIABILITY INSURANCE:

OP shall, for and during the period of the erection of the bus stop shelters, and the period for which the same are to be maintained and kept in repair by OP, hold the City harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of OP, its agents or employees, in the execution of this Agreement or any matter connected therewith or related thereto, and to pay any judgment with costs which may be obtained against said City, growing out of any such injury, or damage. In connection with the above insurance and indemnification, OP agrees to provide and maintain during the life of the Agreement public liability insurance in the amount of One Million Dollars (\$1,000,000.00) or the limits of liability established by the Governmental Immunity Act, whichever is greater, covering such bus stop shelters. This policy procured by OP shall name the City of Northglenn, Colorado as an additional insured. A copy of all such current policy or policies shall be delivered to the City.

10. COOPERATION WITH RTD:

OP agrees that in performing all obligations imposed upon hereunder, including by way of example and not limitation, the selection of any proposed location for the placement of a bus stop shelter and the maintenance of any bus stop shelter, to fully cooperate with RTD. If a majority of the homeowners living wholly within a distance of five hundred (500) feet in every direction from any such shelter sign a written petition requesting the removal of such shelter, OP shall remove such shelter forthwith upon receipt of a written request by the City.

11. DEFAULTS:

If either OP or the City fails, neglects or refuses to perform any of its covenants, terms and conditions when and as required under this Agreement, or if OP fails, neglects or refuses to make any payment under this Agreement when due, each party shall have such remedies as are available at law or in equity. OP shall have thirty (30) working days from the posting of any such notice to correct any default in the payment of any monies agreed to be paid upon under this Agreement, and upon failure to correct and cure such default in the payment of monies, the City shall have the right to terminate this Agreement.

CITY OF NORTHGLENN

By: *D.L. Parsons*
D.L. Parsons, Mayor

ATTEST:

Joan M. Baker
Joan M. Baker, City Clerk
Deputy

[SEAL]

APPROVED AS TO FORM:

Herbert C. Phillips *Att*
Herbert C. Phillips, City
Attorney

OUTDOOR PROMOTIONS

By: *Gary D. Young*
Gary D. Young, President/CEO

ATTEST:

Julie Johnson
Julie Johnson, Office and
Personnel Manager

CONSENT

The City of Northglenn, Colorado, has approved of and hereby consents to the above Assignment from OP of all its rights, title, interests and obligations in and to the Contract to Assignee and the City acknowledges that it is not aware of any act or omission on the part of OP which would constitute a breach under the Contract.

Dated this 23rd, day of July, 1998.

CITY OF NORTHGLENN, COLORADO

ATTEST:

By: *Melina L. Hend*
City Clerk

Joyce E. Downing
City Mayor
PRO-TEM

James M. Jones
City Manager

SPONSORED BY: COUNCILWOMAN GARNER

COUNCILMAN'S RESOLUTION

RESOLUTION NO.

No. CR-41
Series of 2004

04-41
Series of 2004

A RESOLUTION APPROVING THE ASSIGNMENT OF THE CONTRACT OBLIGATIONS OF OUTDOOR PROMOTIONS WEST, LLC, TO OUTDOOR PROMOTIONS, INC., AND AUTHORIZING THE MAYOR TO EXECUTE A CONSENT FORM TO THAT AFFECT.

WHEREAS, on September 28, 1995, the City entered into the Transit Shelter Contract Agreement, attached hereto as Exhibit A, with Outdoor Promotions, LLC; and

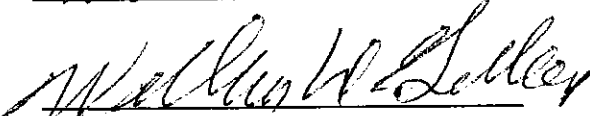
WHEREAS, on July 23, 1998, the City, by Resolution No. 98-64, approved assignment of the Agreement from Outdoor Promotions, LLC, to Outdoor Promotions West, LLC; and

WHEREAS, the City is now requested to consent to assignment of the Agreement to Outdoor Promotions, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTHGLENN, COLORADO, THAT;

The assignment of the Transit Shelter Contact Agreement dated September 28, 1995, a copy of which is attached hereto as Exhibit A, between the City of Northglenn, Colorado, and Outdoor Promotions, LLC, to Outdoor Promotions, Inc., is hereby approved and the Mayor is authorized to execute the Consent form, attached hereto as Exhibit B.


Dated at Northglenn, Colorado, this 3rd day of March, 2004.


KATHLEEN M. NOVAK
for Mayor

ATTEST:

APPROVED AS TO FORM:


DIANA L. LENTZ, CMC
City Clerk


HERBERT C. PHILLIPS
City Attorney

TRANSIT SHELTER CONTRACT AGREEMENT

THIS AGREEMENT made this 28th day of September, 1995, between the CITY OF NORTHGLENN, COLORADO, a Colorado municipal corporation (the "City"), and OUTDOOR PROMOTIONS, a Colorado company ("OP").

1. CONSTRUCTION OF TRANSIT SHELTERS:

OP shall design, provide plans and specifications for, and erect transit shelters at certain bus stop locations in the City of Northglenn, Colorado, with such locations being selected in the manner set forth hereinafter. The design of such shelters shall be approved by the City Council prior to construction. The parties hereto contemplate and intend that approximately twenty (20) or more bus stop shelters shall be erected. OP will initially erect twenty (20) shelters and will only erect additional shelters with the City's approval. Twenty (20) shelters represent forty (40) advertising panels.

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4. MAINTENANCE OF SHELTERS:

OP agrees to make bi-weekly inspections and service stops of all such shelters, and OP shall maintain all such bus stop shelters in good condition, including, but not limited to, making all necessary repairs, repainting. OP shall replace, at its own expense, any shelters or advertising signs which have been

destroyed. After receiving notice of any unsanitary condition, state of disrepair, defect, dangerous condition or any unsightly condition existing in any bus stop shelter, OP agrees to forthwith repair, replace, or remove such shelter. If OP breaches this provision requiring the maintenance of bus stop shelters in good repair or condition, the City shall have all remedies as are available for breaches of contract, including the right to terminate the Agreement. OP shall pay all electrical expenses and service costs incurred by the use of any electrical lighting in any bus stop shelter. The City agrees to allow and grant to OP access to and the right to connect up, or tap into, any electrical service which is now or hereafter being furnished to any public street light located in a close proximity to any bus stop shelter, provided, however, OP agrees to reimburse the City for the reasonable costs of such electricity consumed in the operation of lighting of any such bus stop shelters.

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6. PAYMENTS:

OP shall pay the City a monthly percentage equal to ten percent (10%) of the gross receipts of OP during the term of this Agreement from advertisements placed by OP in or upon all bus stop shelters located on public rights-of-ways. The term "gross receipts" as used herein is defined to mean the receipts from gross rentals of all advertising placed in or upon all bus stop shelters, less any sales tax and related taxes, (excluding any state or federal corporate income tax), whether such sales of advertising be evidenced by check, credit, charge account, or other exchange. Each charge or sale upon installment or credit shall be treated as a sale for the full price in the month during which such charge or sale shall be made, irrespective of the time when OP shall receive payment therefore. Such sum shall be due and payable monthly on or before the fifteenth (15th) day of the month following collection of such receipt.

7. TERM OF AGREEMENT:

The term of this Agreement shall be for ten (10) years commencing on September 28, 1995, and terminating on September 28, 2005, provided, however, that the City, pursuant to Section 11.11 of its City Charter, may, at its pleasure, revoke OP'S right to use or occupy any portion of any street, alley or City-owned place. In the event of such a revocation, this Agreement shall terminate and the parties shall be relieved of any further obligation to perform same. OP shall have the option to extend and renew this Agreement on the same terms and conditions set forth herein for three (3) additional periods of ten (10) years, to commence on September 28, 2005, and to end September 28, 2035. Upon termination of this Agreement, OP may remove any and/or all bus stop shelters, and OP shall remove any such bus stop shelters that the City has in writing requested the removal thereof within thirty (30) days and restore its affected sites to substantially the same condition as before the construction of the shelters within ninety (90) days after the date of said termination.

8. MAINTENANCE OF BOOKS:

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OP shall, for and during the period of the erection of the bus stop shelters, and the period for which the same are to be maintained and kept in repair by OP, hold the City harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of OP, its agents or employees, in the execution of this Agreement or any matter connected therewith or related thereto, and to pay any judgment with costs which may be obtained against said City, growing out of any such injury, or damage. In connection with the above insurance and indemnification, OP agrees to provide and maintain during the life of the Agreement public liability insurance in the amount of One Million Dollars (\$1,000,000.00) or the limits of liability established by the Governmental Immunity Act, whichever is greater, covering such bus stop shelters. This policy procured by OP shall name the City of Northglenn, Colorado as an additional insured. A copy of all such current policy or policies shall be delivered to the City.

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OP agrees that in performing all obligations imposed upon hereunder, including by way of example and not limitation, the selection of any proposed location for the placement of a bus stop shelter and the maintenance of any bus stop shelter, to fully cooperate with RTD. If a majority of the homeowners living wholly within a distance of five hundred (500) feet in every direction from any such shelter sign a written petition requesting the removal of such shelter, OP shall remove such shelter forthwith upon receipt of a written request by the City.

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If either OP or the City fails, neglects or refuses to perform any of its covenants, terms and conditions when and as required under this Agreement, or if OP fails, neglects or refuses to make any payment under this Agreement when due, each party shall have such remedies as are available at law or in equity. OP shall have thirty (30) working days from the posting of any such notice to correct any default in the payment of any monies agreed to be paid upon under this Agreement, and upon failure to correct and cure such default in the payment of monies, the City shall have the right to terminate this Agreement.

CITY OF NORTHGLENN

By: *D.L. Parsons*
D.L. Parsons, Mayor

ATTEST:

Joan M. Baker
Joan M. Baker, City Clerk
Deputy

[SEAL]

APPROVED AS TO FORM:

Herbert C. Phillips *Att*
Herbert C. Phillips, City
Attorney

OUTDOOR PROMOTIONS

By: *Gary D. Young*
Gary D. Young, President/CEO

ATTEST:

Julie Johnson
Julie Johnson, Office and
Personnel Manager

CONSENT

The City of Northglenn, Colorado, has approved of and hereby consents to the above Assignment from OP of all its rights, title, interests and obligations in and to the Contract to Assignee and the City acknowledges that it is not aware of any act or omission on the part of OP which would constitute a breach under the Contract.

Dated this 23rd, day of July, 1998.

CITY OF NORTHGLENN, COLORADO

ATTEST:

By: Miana L. Lenz
City Clerk

Joyce E. Downing
City Mayor
Pro-Tem

James M. Funder
City Manager

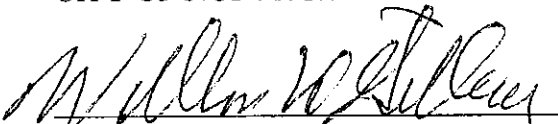
CONSENT

The City of Northglenn, hereby consents to:

- 1) The assignment of an Agreement between the City of Northglenn and Outdoor Promotions, LLC., dated September 28th, 1995; assigned to Outdoor Promotions West, LLC ("Assignor") on August 6th, 1998; and assigned now to Outdoor Promotions, Inc. (the "Assignee");;
- 2) The granting of a security interest in the Agreement by the Assignee to the Assignor to secure indebtedness of Assignee to the Assignor; and
- 3) The assignment to or re-acquisition of the Agreement by Assignor or a corporate affiliate of Assignor, should the security interest referred to in (2) above be foreclosed,

Dated this 25th day of March, 2004

CITY OF NORTHGLENN


KATHLEEN M. NOVAK
for Mayor

ATTEST:


DIANA L. LENTZ, CMC
City Clerk

APPROVED TO FORM:


HERBERT C. PHILLIPS
City Attorney

CONSENT

The City of Northglenn hereby approves of, and consents to, the assignment to Outdoor Promotions, LLC, a Delaware limited liability company (“Assignee”), by Outdoor Promotions, Inc. a Colorado corporation and parent company of Assignee (“OPI”), of its rights, title, interests and obligations in and to the Agreement dated, September 28, 1995, by and between OPI and the City of Northglenn, for the installation and maintenance of certain transit shelters and benches and all rights to solicit advertising on them under the Agreement with the City of Northglenn.

Dated this _____ day of _____ 2008.

CITY OF NORTHGLENN, COLORADO

KATHLEEN M. NOVAK
Mayor

ATTEST:

DIANA L. LENTZ, CMC
City Clerk

APPROVED AS TO FORM:

COREY Y. HOFFMANN
City Attorney