



PROCLAMATION

WHEREAS, the light that shines so brightly in Colorado is best reflected in the faces of the children of Colorado; and

WHEREAS, every child in Colorado brings joy and reflects our bright and prosperous future in Colorado; and

WHEREAS, nothing in the parenting experience is more joyful than the birth and development of a child; and

WHEREAS, every community celebrates, honors, and has influence which contributes to the success of the children of Colorado; and

WHEREAS, as parents, teachers, mentors, and leaders, we shall share the responsibility for modeling positive behavior to the children of Colorado; and

WHEREAS, it is appropriate that we reserve a specific day each year to celebrate and honor our children and their significant accomplishments in schools, churches, and daycare centers and in their communities; and

WHEREAS, reserving a specific day each year to reflect on the children of Colorado will help to ensure that we remember our collective and individual obligations to the children of Colorado and that we acknowledge the importance of these children to our future, celebrating their triumphs and accomplishments.

NOW, THEREFORE, we, the Loveland City Council do hereby proclaim Wednesday, April 25, 2012, as

COLORADO CHILDREN'S DAY

in the City of Loveland and encourage each adult citizen of Colorado to set aside a special time to support, embrace, and listen to a child of Colorado.

Signed this 3rd day of April, 2012

Cecil A. Gutierrez, Mayor





PROCLAMATION

- WHEREAS,** the Larimer County District of the Colorado Association for the Education of Young Children, the Early Childhood Council of Larimer County, the Thompson School District Integrated Early Childhood Program, Loveland Public Library, United Way Early Education Initiative, Licensed Family Child Care Association, in conjunction with the National Association for the Education of Young Children, are celebrating the Month of the Young Child, April 2012; and
- WHEREAS,** these organizations are working to improve early learning opportunities, including early literacy programs, that can provide a foundation of learning for children in Larimer County Colorado; and
- WHEREAS,** “Early Years are Learning Years”; and
- WHEREAS,** by calling attention to the needs for quality early childhood care and education for all young children and families within our community we can hope to improve the quality and availability of such services, and
- WHEREAS,** teachers and others who make a difference in the lives of young children deserve thanks and recognition; and
- WHEREAS,** public policies that support early learning for all young children are crucial to young children’s futures;

NOW THEREFORE, we the Loveland City Council do hereby proclaim April 2012, as the

MONTH OF THE YOUNG CHILD

in Loveland, Colorado.

Signed this 3rd day of April, 2012

Cecil A. Gutierrez, Mayor





PROCLAMATION

WHEREAS, in 1872 J. Sterling Morton proposed that a special day be set aside for the planting of trees; and

WHEREAS, Arbor Day is now observed throughout the nation and the world; and

WHEREAS, the City of Loveland has been designated as a Tree City USA by the National Arbor Day Foundation; and

WHEREAS, trees provide numerous environmental benefits, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal, enhancing the economic vitality of our business areas and beautifying our community;

NOW, THEREFORE, we, the City Council of the City of Loveland, proclaim April 20, 2012, as

ARBOR DAY

and encourage the citizens of Loveland to support efforts to protect our trees and urban forests, to learn more about trees, and to support our City's urban forestry program.

Signed this 3rd day of April, 2012

Cecil A. Gutierrez
 Mayor



CALL TO ORDER

Mayor Gutierrez called the regular meeting of the Loveland City Council to order on the above date at 6:30 PM.

PLEDGE OF ALLEGIANCE**ROLL CALL**

Roll was called and the following responded: Gutierrez, Farley, Klassen, Shaffer, Trenary, McEwen, McKean, Taylor and Fogle.

PRESENTATION OF CITY OF LOVELAND PUBLIC WORKS AWARDS:

1. Tom Peterson, Director of the Colorado Asphalt Pavement Association presented to the Fort Collins-Loveland Airport - "Best in Colorado" Pavement Award in categories of Best Overall Quality for an Airport and Project Delivery Award. Airport Director Jason Licon accepted the awards.
2. Ken Lindhardt with American Public Works Association of Colorado presented the following awards:
 - a) Stormwater - Drainage & Flood Control Award for Wernimont Regional Detention Pond accepted by Kevin Gingery.
 - b) Fleet Division - Fleet Management/Operation Award for Commercial Driver's License Operator Pre-Trip Inspection Training Program accepted by Steve Kibler and Gus Brown.
 - c) Department of Public Works – 2011 Project of the Year for I-25 & US 34 Interchange was accepted by Dave Klockeman and Frank Hempen.

PRESENTATION

Police Chief Luke Hecker introduced Kimberly Culp, Executive Director of Larimer Emergency Telephone Authority, who presented information on current 911 projects and activities.

PROCEDURAL INFORMATION

Mayor Gutierrez made the following procedural announcement: Anyone in the audience will be given time to speak to any item on the Consent Agenda. Please ask for that item to be removed from the Consent Agenda. Items pulled will be heard at the beginning of the Regular Agenda. You will be given an opportunity to speak to the item before the Council acts upon it. Public hearings remaining on the Consent Agenda are considered to have been opened and closed, with the information furnished in connection with these items considered as the only evidence presented. Adoption of the items remaining on the Consent Agenda is considered as adoption of the staff recommendation for those items. Anyone making a comment during any portion of tonight's meeting should come forward to a microphone and identify yourself before being recognized by the Mayor. Please do not interrupt other speakers. Side conversations should be moved outside the Council Chambers. Please limit your comments to no more than three minutes.

CONSENT AGENDA

Mayor Gutierrez asked if anyone in the audience, Council or staff wished to speak on any of the items or public hearings listed on the Consent Agenda. Councilor McEwen moved to approve the Consent Agenda. The motion was seconded by Councilor Shaffer and a roll call vote was taken with all councilors present voting in favor thereof.

1. CITY MANAGER**Board & Commission Appointments****Motion**

Administrative Action: The following appointments were approved:
Citizens' Finance Advisory Board:

Gerry Fleischer was appointed to a partial term effective until December 31, 2012 and Julie Harden was appointed for a full term effective until December 31, 2014.

Disabilities Advisory Commission:

Leona Watson was appointed for a term effective until June 30, 2014.

2. CITY MANAGER

Change in Meeting Time – Loveland Housing Authority

Resolution #R-24-2012

Administrative Action: Resolution #R-24-2012 amending the scheduled meeting time for the Housing Authority of the City of Loveland was approved.

RESOLUTION #R-24-2012

A RESOLUTION AMENDING THE SCHEDULED MEETING TIME FOR THE HOUSING AUTHORITY OF THE CITY OF LOVELAND

WHEREAS, on December 6, 2012, the City Council adopted Resolution #R-81-2011, which set a meeting date and time for the Housing Authority; and

WHEREAS, the Housing Authority has requested that the City Council change the Housing Authority's meeting time from the fourth Wednesday of each month at 6:00 p.m. to 4:00 p.m.

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

Section 1. That the meeting date and time set in Resolution #R-81-2011 is hereby amended to change the Housing Authority's meeting time from the fourth Wednesday of each month at 6:00 p.m. to 4:00 p.m.

Section 2. That except as amended herein and by prior resolutions, Resolution #R-81-2011 shall remain in full force and effect.

Section 3. That this Resolution shall be effective as of the date and time of its adoption.

ADOPTED this 20th day of March, 2012.

Cecil A. Gutierrez, Mayor

Attest: Teresa G. Andrews, City Clerk

3. POLICE

Municipal Code Amendment – Pawnbroker Licensing & Regulation

Resolution #R-25-2012

Administrative Action: Resolution #R-26-2012 amending the schedule meeting dates of the City of Loveland Board of Retirement was approved.

RESOLUTION #R-25-2012

A RESOLUTION AMENDING THE SCHEDULED MEETING DATES OF THE CITY OF LOVELAND BOARD OF RETIREMENT

WHEREAS, on December 6, 2011, City Council adopted Resolution #R-81-2011 setting forth the 2012 meeting dates for the City's boards and commissions, including the City of Loveland Board of Retirement (the "Board"); and

WHEREAS, the Board meeting dates are currently set on the second Thursday of February, May, August and November of each calendar year at 2:00 p.m. in the Main Floor Conference Room, 500 East Third Street, Loveland, Colorado; and

WHEREAS, due to scheduling conflicts among the Board members and liaisons, and to multiple overlapping boards and commissions meetings, the Board unanimously approved a motion on February 8, 2012, to recommend that City Council change the Board meeting time and dates to avoid such conflicts; and

WHEREAS, such recommendation would move the Board's meeting time and dates from 2 p.m. on the second Thursday of February, May, August and November of each calendar year to 3 p.m. on the second Wednesday of February, May, August and November of each calendar year.

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

Section 1. That the meeting time and dates adopted in Resolution #R-81-2011 are hereby amended to change the Board's meeting time and dates from the 2 p.m. on the second Thursday of February, May, August and November of each calendar year to 3 p.m. on the second Wednesday of February, May, August and November of each calendar year. The meeting location shall remain the same: Main Floor Conference Room, 500 East Third Street, Loveland, Colorado.

Section 2. That Resolution #R-81-2011, as amended herein and by prior resolutions, shall remain in full force and effect.

Section 3. That pursuant to City Code Section 2.14.020B, the City Clerk is directed to publish the revised meeting dates established by this Resolution within seven days after the date of this Resolution to be published in a newspaper of general circulation in the City and in addition post such notice of revised meeting dates in a conspicuous place in the City Municipal Building.

Section 4. That this Resolution shall take effect as of the date and time of its adoption.

ADOPTED this 20th day of March, 2012.

Cecil A. Gutierrez, Mayor

Attest: Teresa G. Andrews, City Clerk

4. CITY ATTORNEY

Supplemental Appropriation – Fund Internship in the City Attorney’s Office

1st Rdg Ord & P.H.

Administrative Action: A public hearing was held and “AN ORDINANCE ENACTING A SUPPLEMENTAL BUDGET AND APPROPRIATION TO THE 2012 CITY OF LOVELAND BUDGET TO FUND AN INTERNSHIP IN THE CITY ATTORNEY’S OFFICE” was approved and ordered published on first reading.

5. DEVELOPMENT SERVICES

Easement Vacation – Alford Lake First Subdivision

1st Rdg Ord & P.H.

Legislative Action: A public hearing was held and “AN ORDINANCE VACATING A PORTION OF A SIGHT DISTANCE EASEMENT LOCATED ON LOTS 1 AND 2, BLOCK 17, ALFORD LAKE FIRST SUBDIVISION, CITY OF LOVELAND, LARIMER COUNTY, COLORADO” was approved and ordered published on first reading.

6. WATER & POWER / PUBLIC WORKS

Construction Contract Award

Motion

Administrative Action: A motion awarding a construction contract for the 29th Street Waterline Replacement and Concrete Repairs Project to Coulson Excavating Company, Inc. in the amount of \$607,445.07, and to authorize the City Manager to execute the contract on behalf of the City was approved.

7. FIRE & RESCUE

Approve Purchase Order for Firefighter Equipment

Motion

Administrative Action: A motion approving the purchase of components for 108 self-contained breathing apparatus units from Municipal Emergency Services, Inc. for an amount not to exceed \$512,000 and authorize the City Manager to sign the purchase order on behalf of the City was approved.

END OF CONSENT AGENDA

CITY CLERK READ TITLES OF ORDINANCES ON THE CONSENT AGENDA.

CITY COUNCIL

a) Citizens’ Reports

None

b) Business from Council

Trenary

Councilor Trenary mentioned several events he attended including the Fleetwood Goldco Wyard ribbon cutting ceremony, a great Star War event at the Rialto, a visit to the

- Rawhide Power Plant. He noted the passing of a Loveland veteran retired Chief Petty Officer Al Cayou.
- McKean Councilor McKean thanked members of the Police and Fire Departments for their professionalism and quick response to a recent event at his home. He gave a public service announcement to call ahead for utility locates.
- Klassen Councilor Klassen sent "kudos" to the Loveland Historical Society for recognizing the founder of the museum, Harold Dunning, during a recent event. They are also working on a program recognizing the first settler in Loveland, Mariano Medina.
- Gutierrez Mayor Gutierrez mentioned several events he attended including: Timberlake Farm restoration, national Welcome Home Veterans event and the Fort Collins Symphony at Roberta Price.
- c) City Manager Report City Manager Cahill spoke about a bill being drafted at the State level regarding Urban Renewal Authorities (URA). It imposes significant new paperwork and costly reporting requirements on URAs. A letter of opposition to that bill will be sent by staff.
- d) City Attorney Report None

PROCEDURAL INFORMATION

Anyone who wishes to address the Council on any item on this part of the agenda may do so when the Mayor calls for public comment. All public hearings are conducted in accordance with Council Policy. When Council is considering adoption of an ordinance on first reading, Loveland's Charter only requires that a majority of the Council present vote in favor of the ordinance for it to be adopted on first reading. However, when an ordinance is being considered on second or final reading, at least five of the nine members of Council must vote in favor of the ordinance for it to become law.

REGULAR AGENDA

CONSIDERATION OF ITEMS REMOVED FROM CONSENT AGENDA

RECUSED Councilors McKean and Taylor recused themselves as they were not in attendance at the meetings.

8. CITY CLERK

Approval of Council Minutes

Motion

Administrative Action: Councilor McEwen moved to approve Council minutes from the February 28, 2012 study session and the March 6, 2012 regular meeting. Councilor Klassen seconded the motion and a roll call vote was taken with all Councilors present voting in favor thereof.

RECUSED Councilor Fogel recused himself from hearing Item 9 due to a conflict of interest.

9. CITY MANAGER

Board & Commission Appointments

Motion

Administrative Action: City Manager Bill Cahill introduced this item. This item appoints Donita Fogle as the Housing Authority of the City of Loveland representative on the Senior Advisory Board for a two year term effective until March 20, 2014. Councilor McEwen moved to approve the recommendations of the Senior Advisory Board and approve Donita Fogle as the Housing Authority of the City of Loveland representative on

the Senior Advisory Board for a two year term effective until March 20, 2014. Councilor Shaffer seconded the motion and a roll call vote was taken with all Councilors present voting in favor thereof.

10. ECONOMIC DEVELOPMENT

**Amend Incentive Agreement for Lightning Hybrids, Inc
Resolution #R-26-2012**

Administrative Action: Staff removed Item 10 from the agenda at the applicant's request. It was not considered.

ADJOURNMENT

Having no further business to come before Council, the March 20, 2012 Regular Meeting was adjourned at 7:43 p.m.

Respectfully Submitted,

Mary Skipworth, City Clerk's Office

Cecil A. Gutierrez, Mayor



CITY OF LOVELAND
CITY MANAGER'S OFFICE

Civic Center • 500 East Third • Loveland, Colorado 80537
(970) 962-2303 • FAX (970) 962-2900 • TDD (970) 962-2620

AGENDA ITEM: 2
MEETING DATE: 4/3/2012
TO: City Council
FROM: Bill Cahill, City Manager
PRESENTER: Bill Cahill

TITLE:

Appoint a member to Fire and Rescue Advisory Commission

RECOMMENDED CITY COUNCIL ACTION:

Adopt a motion to appoint Jonathan Q. Smela to the Fire and Rescue Advisory Commission for a term effective until June 30, 2014.

OPTIONS:

1. Adopt the action as recommended
2. Deny the action

DESCRIPTION:

This is an administrative item appointing a member to the Fire and Rescue Advisory Commission.

BUDGET IMPACT:

- Positive
 Negative
 Neutral or negligible

SUMMARY:

On December 6, 2011, City Council approved Ordinance 5654 on second reading. The Loveland Municipal Code section states, in part:

2.60.110 Fire and rescue advisory commission.

A. There is established a fire and rescue advisory commission consisting of nine members, seven of whom shall be appointed by the city council to serve a term of three years, and two of whom shall be appointed by the Loveland Rural Fire Protection District board of directors to serve a term to be determined by the District. The District shall have authority to appoint one member of its board to serve as a non-voting liaison to the commission. Members appointed by the city

council or the District shall not be employees or volunteers of the city."

Jonathan Q. Smela applied in February, 2012, for membership on the Fire and Rescue Advisory Commission. After a February 8, 2012 interview, the panel recommends appointing Mr. Smela to FRAC for a term effective until June 30, 2014.

REVIEWED BY CITY MANAGER:

William D. Cavill

LIST OF ATTACHMENTS:

None



CITY OF LOVELAND
CITY ATTORNEY'S OFFICE

Civic Center • 500 East Third • Loveland, Colorado 80537
(970) 962-2540 • FAX (970) 962-2900 • TDD (970) 962-2620

AGENDA ITEM: 3
MEETING DATE: 4/3/2012
TO: City Council
FROM: John Duval, City Attorney
PRESENTER: John Duval, City Attorney

TITLE:

Consideration of an ordinance enacting a supplemental budget and appropriation to the 2012 City of Loveland budget to fund an internship in the City Attorney's Office.

RECOMMENDED CITY COUNCIL ACTION:

Approve the ordinance on second reading

OPTIONS:

1. Adopt the action as recommended
2. Deny the action
3. Adopt a modified action (specify in the motion)
4. Refer back to staff for further development and consideration
5. Adopt a motion continuing the item to a future Council meeting

DESCRIPTION:

This is an administrative action. The Ordinance appropriates funds for a legal intern in the City Attorney's Office. The City will be receiving from the intern's law school a grant of \$11,280 to fully fund the intern's 4½ month, 20 hours per week internship.

BUDGET IMPACT:

- Positive
 Negative
 Neutral or negligible

The internship is funded by intern's law school. The City will be reimbursed for all its salary expenses by the law school.

SUMMARY:

Recently, a newly admitted attorney to the Colorado Bar, Cameron Banninga, volunteered his services as unpaid legal intern to the City Attorney's Office. In the process of qualifying Cameron as a City volunteer, it was discovered that his law school, Florida Coastal School of Law, has a "Post Graduate Public Interest Program" through which it will fund Cameron's internship with the City. The internship will be for approximately 4½ months at 20 hours per

week. This ordinance appropriates the \$11,280 that the City will receive from this program and will use to pay Cameron for his services.

REVIEWED BY CITY MANAGER:

William D. Cahill

LIST OF ATTACHMENTS:

1. An Ordinance Enacting a Supplemental Budget and Appropriation to the 2012 City of Loveland Budget to Fund an Internship in the City Attorney's Office.

FIRST READING March 20, 2012

SECOND READING April 3, 2012

ORDINANCE NO. _____

AN ORDINANCE ENACTING A SUPPLEMENTAL BUDGET AND APPROPRIATION TO THE 2012 CITY OF LOVELAND BUDGET TO FUND AN INTERNSHIP IN THE CITY ATTORNEY’S OFFICE

WHEREAS, the City has received funds not anticipated or appropriated at the time of the adoption of the City budget for 2012; and

WHEREAS, the City Council desires to authorize the expenditure of these funds by enacting a supplemental budget and appropriation to the City budget for 2012, as authorized by Section 11-6(a) of the Loveland City Charter.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOVELAND, COLORADO:

Section 1. That revenues in the amount of \$11,280 in contributions from the Florida Coastal School of Law in the General Fund 100 are available for appropriation. Revenues in the total amount of \$11,280 are hereby appropriated for an attorney internship and transferred to the funds as hereinafter set forth. The spending agencies and funds that shall be spending the monies supplementally budgeted and appropriated are as follows:

**Supplemental Budget
General Fund 100 - Attorney Intern**

Revenues		
100-13-110-0000-35304	Contributions	11,280
Total Revenue		11,280
Appropriations		
100-13-110-0000-41012	Temporary Salaries	10,480
100-13-110-0000-41544	FICA	800
Total Appropriations		11,280

Section 2. That as provided in City Charter Section 4-9(a)(7), this Ordinance shall be published by title only by the City Clerk after adoption on second reading unless the Ordinance has been amended since first reading in which case the Ordinance shall be published in full or the amendments shall be published in full. This Ordinance shall be in full force and effect upon final adoption, as provided in City Charter Section 11-5(d).

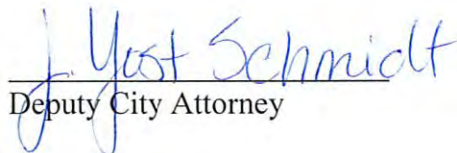
ADOPTED this 3rd day of April, 2012.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



Deputy City Attorney



CITY OF LOVELAND
 DEVELOPMENT SERVICES DEPARTMENT
 Civic Center • 500 East 3rd Street • Loveland, Colorado 80537
 (970) 962-2346 • FAX (970) 962-2945 • TDD (970) 962-2620

AGENDA ITEM: 4
MEETING DATE: 4/3/2012
TO: City Council
FROM: Greg George, Development Services Director
PRESENTER: Bob Paulsen, Current Planning Manager

TITLE:

An ordinance vacating a portion of sight distance easement located on Lots 1 and 2, Block 17 of the Alford Lake First Subdivision, City of Loveland, Larimer County, Colorado

RECOMMENDED CITY COUNCIL ACTION:

Move to adopt on second reading an ordinance vacating a portion of sight distance easement located on Lots 1 and 2, Block 17 of the Alford Lakes First Subdivision, City of Loveland, Larimer County, Colorado.

OPTIONS:

1. Adopt the action as recommended
2. Deny the action
3. Adopt a modified action (specify in the motion)
4. Refer back to staff for further development and consideration
5. Adopt a motion continuing the item to a future Council meeting

DESCRIPTION:

This item is a legislative action to consider an ordinance on second reading vacating a portion of a sight distance easement located along the fronts of Lots 1 and 2, Block 17 of the Alford Lakes First Subdivision. The subject properties are generally located east of North Taft Avenue on the southeast corner of Brandywine Drive and Coral Burst Circle. The vacation is being requested because an existing single family home slightly encroaches into the easement, creating a slight impact on an established site distance easement.

BUDGET IMPACT:

- Positive
 Negative
 Neutral or negligible

SUMMARY:

A single family home located 5235 Coral Burst Circle encroaches approximately 1.3 feet into the sight distance easement, requiring a narrow, sliver-shaped portion of the easement to be vacated on the lots located at 5235 and 5267 Coral Burst Circle. The total area of the encroachment is 282 square feet. The sight distance easement was established on the Alford Lake First Subdivision to maintain proper sight line visibility at the intersection of Brandywine Drive and Coral Burst Circle. The existing encroachment is so minor that it does not create a threat to public safety nor does it have an appreciable impact on sight distances.

REVIEWED BY CITY MANAGER:

LIST OF ATTACHMENTS:

A. Ordinance

FIRST READING: March 20, 2012

SECOND READING: April 3, 2012

ORDINANCE NO. ____

**AN ORDINANCE VACATING A PORTION OF A SIGHT DISTANCE EASEMENT
LOCATED ON LOTS 1 AND 2, BLOCK 17, ALFORD LAKE FIRST SUBDIVISION,
CITY OF LOVELAND, LARIMER COUNTY, COLORADO**

WHEREAS, the City Council, at a regularly scheduled meeting, considered the vacation of that portion of a sight distance easement described below and on **Exhibit A**, located in Lots 1 and 2, Block 17, Alford Lake First Subdivision, City of Loveland, Larimer County, Colorado, which sight distance easement was dedicated on the Plat of Alford Lake First Subdivision as recorded in Book 1387 under Reception No. 02336977 of real property records of the Larimer County Clerk and Recorder; and

WHEREAS, the City Council finds and determines that no land adjoining any easement to be vacated is left without an established public or private easement connecting said land with another established public or private easement; and

WHEREAS, the City Council finds and determines that the portion of sight distance easement to be vacated is no longer necessary for the public use and convenience; and

WHEREAS, the City Council further finds and determines that the application filed at the Development Center was signed by the owners of more than 50% of property abutting the easement to be vacated.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOVELAND, COLORADO:

Section 1. That the City Council hereby adopts and makes the findings set forth above.

Section 2. That, based on the City Council's findings described above, the following described portion of a sight distance easement be and the same is hereby vacated:

A parcel of land being a part of Lots One (1) and Two (2), Block Seventeen (17), Alford Lake First Subdivision as recorded in Book 1387 under Reception No. 02336977 of the Larimer County Clerk and Records office, located in the Northwest Quarter (NW1/4) of Section Thirty five (35), Township Six North (T.6N.), Range Sixty-seven west (R.69W.) of the Sixth Principal Meridian (6th P .M.) City of Loveland, County of Larimer, State of Colorado and being more particularly described as follows:

COMMENCING at the Northeast comer of said Lot 2 and assuming the East line of said Lot 2 as

bearing South 46°17'14" West with all other bearings contained herein relative thereto;

THENCE South 46°17' 14" West along said East line, a distance of 5.10 feet to the POINT OF BEGINNING; THENCE continuing South 46°17'14" West along said East line, a distance of 4.05 feet to the South line of a Sight Distance Easement as recorded on said Alford Lake First Subdivision;

THENCE North 67°39'50" West along said South line, a distance of 152.20 feet to the West line of said Lot 1;

THENCE South 69°02'37" East a distance of 153.89 feet to the POINT OF BEGINNING.

Said described parcel of land contains 282 Square Feet, more or less (±), and is subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

Section 3. That as provided in City Charter Section 4-9(a)(7), this Ordinance shall be published by title only by the City Clerk after adoption on second reading unless the Ordinance has been amended since first reading in which case the Ordinance shall be published in full or the amendments shall be published in full. This Ordinance shall be in full force and effect ten days after its final publication, as provided in City Charter Section 4-8(b).

Section 4. That the City Clerk is hereby directed to record the Ordinance with the Larimer County Clerk and Recorder after its effective date in accordance with State Statutes.

Signed this 3rd day of April, 2012.

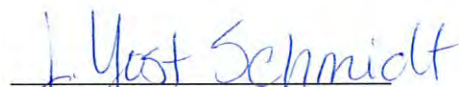
ATTEST:

CITY OF LOVELAND, COLORADO:

City Clerk

Cecil A. Gutierrez, Mayor

APPROVED AS TO FORM:



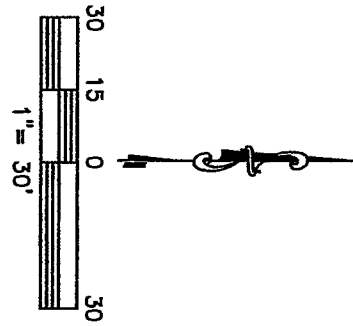
Deputy City Attorney

PROPERTY DESCRIPTION

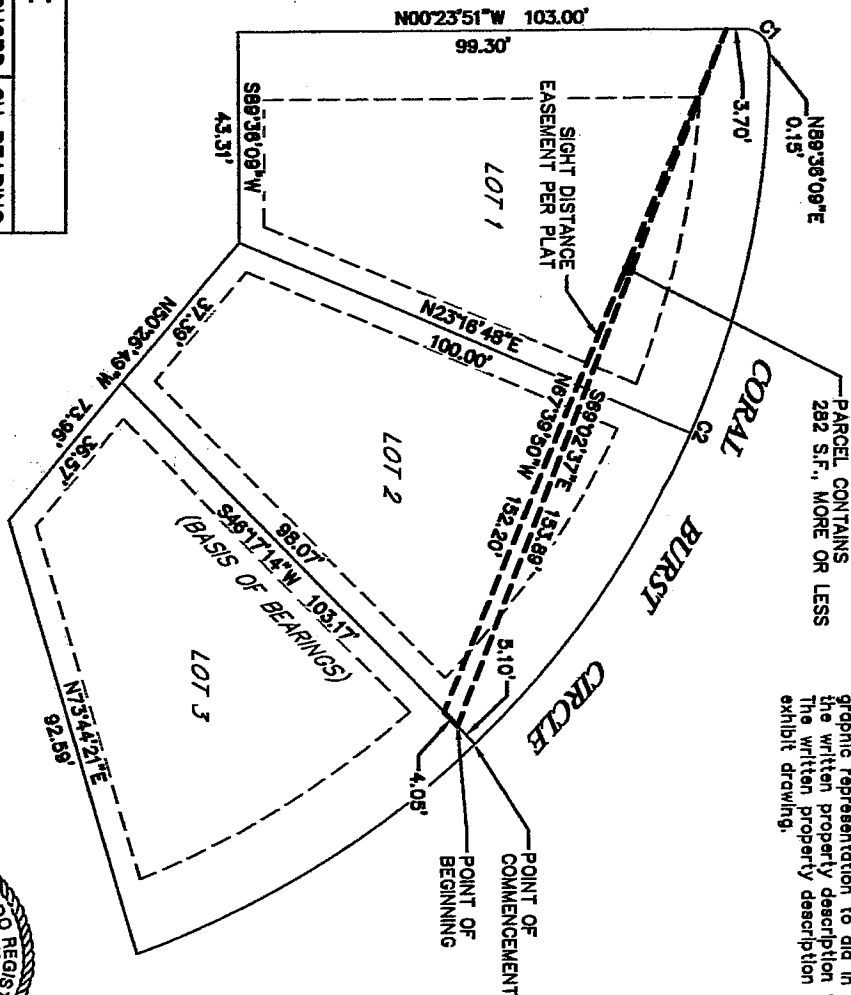
EXHIBIT A

SEC. 35, T 6N, R 69W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	7.85'	5.00'	89°57'16"	7.07'	S44°34'47"W
C2	156.88'	195.00'	48°41'00"	154.52'	N87°03'09"W

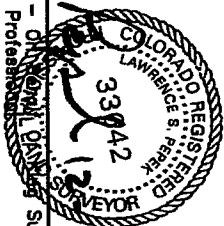


BRANDYWINE DRIVE



NOTE: This exhibit drawing is not intended to be a monumented land survey. Its sole purpose is as a graphic representation to aid in the visualization of the written property description which it accompanies. The written property description supersedes the exhibit drawing.

Lawrence S. Pepak - ON CALL
 Colorado Registered Professional Surveyor
 Land Surveyor #33642



12/12/2011
 4-2011



KING SURVEYORS, INC.

650 E. Garden Drive | Windsor, Colorado 80550
 phone: (970) 686-5011 | fax: (970) 686-5821

www.kingsurveyors.com

PROJECT NO: 2011511

DATE: 12/12/2011

CLIENT: KEITH WAGNER

DWG: 2011511 EXH

DRAWN: BMH CHECKED: LSP

PROPERTY DESCRIPTION

A parcel of land being a part of Lots One (1) and Two (2), Block Seventeen (17), Alford Lake First Subdivision as recorded in Book 1387 under Reception No. 02336977 of the Larimer County Clerk and Recorders office, located in the Northwest Quarter (NW1/4) of Section Thirty five (35), Township Six North (T.6N.), Range Sixty-seven West (R.69W.) of the Sixth Principal Meridian (6th P.M.) City of Loveland, County of Larimer, State of Colorado and being more particularly described as follows:

COMMENCING at the Northeast corner of said Lot 2 and assuming the East line of said Lot 2 as bearing South 46°17'14" West with all other bearings contained herein relative thereto;

THENCE South 46°17'14" West along said East line, a distance of 5.10 feet to the **POINT OF BEGINNING**;

THENCE continuing South 46°17'14" West along said East line, a distance of 4.05 feet to the South line of a Sight Distance Easement as recorded on said Alford Lake First Subdivision;
THENCE North 67°39'50" West along said South line, a distance of 152.20 feet to the West line of said Lot 1;
THENCE South 69°02'37" East a distance of 153.89 feet to the **POINT OF BEGINNING**.

Said described parcel of land contains 282 Square Feet, more or less (±), and is subject to any rights-of-way or other easements of record or as now existing on said described parcel of land.

SURVEYORS STATEMENT

I, Lawrence S. Pepek, a Colorado Registered Professional Land Surveyor do hereby state that this Property Description was prepared under my personal supervision and checking, and that it is true and correct to the best of my knowledge and belief.



Lawrence S. Pepek - on behalf of King Surveyors, Inc.
Colorado Registered Professional Land Surveyor #33642

KING SURVEYORS, INC.
650 Garden Drive
Windsor, Colorado 80550
(970) 686-5011



CITY OF LOVELAND
MUNICIPAL AIRPORT

4900 Earhart Road · Loveland, Colorado 80538
(970) 962-2852 · FAX (970) 962-2855 · TDD (970) 962-2620

AGENDA ITEM: 5
MEETING DATE: 4/3/2012
TO: City Council
FROM: Keith Reester, Public Works Director
 Jason Licon, Airport Director
PRESENTER: Larry Mack, Airport Operations Maintenance Superintendent

TITLE:

A resolution authorizing the City Manager to execute two grant agreements with the State of Colorado, Division of Aeronautics (CDAG #12-FNL-01 for equipment and improvements and CDAG #12-FNL-I01 for an intern position) for funding pertaining to the Fort Collins-Loveland Municipal Airport

RECOMMENDED CITY COUNCIL ACTION:

Move to approve the resolution

OPTIONS:

1. Adopt the action as recommended
2. Deny the action
3. Adopt a modified action(specify in the motion)
4. Refer back to staff for further development and consideration
5. Adopt motion continuing the item to a future Council meeting

DESCRIPTION:

This is an administrative action. The Resolution authorizes the City Manager to execute two Grants from the State of Colorado, Division of Aeronautics for funds in the amount of \$400,000.00 and \$14,560.00. The \$400,000 State Aviation Discretionary Grant will be used to match the FAA 2012 Entitlement Grant for Design Services for the capital construction project that will be completed in 2013 and an additional Snow Removal Equipment, a Utilities Master Plan, a Runway Weather Instrument System and an Airport Service Vehicle purchase. The second State grant will fund fifty percent of the Airport's Intern Program for 12 months.

BUDGET IMPACT:

- Positive
 Negative
 Neutral or negligible

The airport's approved 2012 budget includes the expenditure of \$250,000 for the State Discretionary Grant and 100% of the Intern Grant. The remaining \$150,000 State Grant and match will need an additional budget appropriation.

SUMMARY:

The State of Colorado Department of Transportation-Aeronautics Division has offered the Fort Collins-Loveland Airport two grants for 2012. The first is a Capital Discretionary Grant in the amount of \$400,000 which will be used to match the 2012 FAA Entitlement Grant and the remaining funds will be used for a Utilities Master Plan, installation of a Runway Weather Instrument System and the purchase of an airport service vehicle. The second grant will fund fifty percent of the Airport's Intern Program for 12 months.

REVIEWED BY CITY MANAGER:

William D. Cabell

LIST OF ATTACHMENTS:

1. Resolution
2. CDAG: 12-FNL-01
3. CDAG: 12-FNL-I01

RESOLUTION # R-27-2012

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE TWO GRANT AGREEMENTS WITH THE STATE OF COLORADO, DIVISION OF AERONAUTICS (CDAG #12-FNL-01 FOR EQUIPMENT AND IMPROVEMENTS AND CDAG #12-FNL-I01 FOR AN INTERN POSITION) FOR FUNDING PERTAINING TO THE FORT COLLINS-LOVELAND MUNICIPAL AIRPORT

WHEREAS, the General Assembly of the State of Colorado has declared in Title 43 of the Colorado Revised Statutes, Article 10, 1991 in C.R.S. §43-10-101 (“the Act”) that: “...there exists a need to promote the safe operation and accessibility of general aviation and intrastate commercial aviation in this state; that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of this state is crucial in the event of a medical or other type of emergency.”; and

WHEREAS, the Act created the Colorado Aeronautical Board (“the Board”) to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics (“the Division”) to carry out the directives of the Board, including technical and planning assistance to airports and the administration of the state aviation system grant program. (See C.R.S. §43-10-103 and C.R.S. §43-10-105 and C.R.S. §43-10-108.5 of the Act); and

WHEREAS, any entity operating a public-accessible airport in the state may file an application for and be a recipient of a grant to be used solely for aviation purposes (an “Application”). The Division is authorized to assist such airports as request assistance by means of a Resolution passed by the applicant’s duly-authorized governing body, which understands that all funds shall be used exclusively for aviation purposes and that it will comply with all grant procedures and requirements as defined in the Division’s Aviation Grant Manual, revised 2009 (“the Manual”); and

WHEREAS, the Cities of Loveland and Fort Collins have applied for the grants (CDAG #12-FNL-01 and CDAG #12-FNL-I01) attached hereto as Exhibit A and B and incorporated herein by this reference (collectively, the “Grant Agreements”).

NOW, THEREFORE, NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOVELAND, COLORADO AS FOLLOWS:

Section 1. That the Loveland City Council (“the Council”), as one of the duly authorized governing bodies of the grant applicant, hereby formally requests assistance from the Colorado Aeronautical Board and the Division of Aeronautics in the form of state aviation system grants. The City of Loveland states that the Grants shall be used solely for aviation purposes, as determined by the State, and as generally described in the Applications.

Section 2. That the City of Loveland makes a commitment (a) to keep the Airport facility accessible to, and open to, the public during the entire useful life of the grant funded improvements/equipment; or (b) to reimburse the Division for any unexpired useful life of the improvements/equipment on a pro-rata basis. By signing the Grant Agreements, the City of Loveland further commits to keep open and accessible for public use all grant funded facilities, improvements and services for their useful life, as determined by the Division and stated in Grant Agreements.

Section 3. That the City hereby designates Jason Licon, Airport Director, as the Project Director, as described in the Manual, and authorizes the Project Director to act in all matters relating to the work project proposed in the Applications in its behalf, and further authorizes the City Manager to execute the Grant Agreements which are attached hereto and incorporated herein as Exhibits A and B; and

Section 4. That the City of Loveland has appropriated or will appropriate or otherwise make available in a timely manner its share of all funds that are required to be provided by the Cities under the terms and conditions of Grants.

Section 5. That the City of Loveland, subject to the foregoing, hereby accepts all guidelines, procedures, standards, and requirements described in the Manual as applicable to the performance of the grant work and hereby approves Grant Agreements submitted by the State, including all terms and conditions contained therein.

Section 6. That this Resolution shall be effective as of the date and time of its adoption.

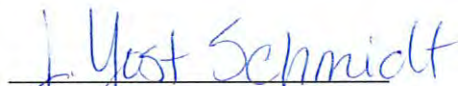
ADOPTED this 3rd day of April, 2012.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



Deputy City Attorney

EXHIBIT A

CDOT – Aeronautics Division
 CDAG: 12-FNL-01
 ROUTING: 12 HAV 39750
 SAP PO: 291001183
 CMS: 39750

STATE OF COLORADO
Colorado Department of Transportation
Colorado Aeronautical Board
Division of Aeronautics
Grant Agreement
with
City of Fort Collins and City of Loveland

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EXHIBIT A (Colorado Discretionary Aviation Grant Application)
 EXHIBIT B (Resolution)

1. PARTIES

This Grant Agreement (“Grant”) is entered into by and between the City of Fort Collins and City of Loveland (hereinafter called “Sponsor”), and the STATE OF COLORADO acting by and through the Colorado Department of Transportation, Division of Aeronautics (“State” or “Division”). The Sponsor represents and warrants to the State that it has the authority to act on behalf of the Fort Collins/Loveland Municipal Airport (the “Airport”) and to bind the Airport to the provisions in this Grant (the Sponsor and the Airport are collectively hereinafter called the “Grantee”).

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

This Grant shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). Except as provided in Section 7(B)(v), the State shall not be liable to pay or reimburse Grantee for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. RECITALS**A. Authority, Appropriation, and Approval**

Authority to enter into this Grant exists in CRS §43-10-108.5 and funds have been budgeted, appropriated and otherwise made available pursuant to CRS §§39-27-112(2)(b), 43-10-109 and 43-10-102 and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Grant.

C. Purpose

The purpose of this Grant is to promote aviation for the betterment of the Colorado Aviation System.

D. References

All references in this Grant to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

A. Budget

“Budget” means the budget for the Work described in **Exhibit A**.

B. Evaluation

“Evaluation” means the process of examining Grantee’s Work and rating it based on criteria established in **§6** and **§19**.

C. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein: **Exhibit A** (Colorado Discretionary Aviation Grant Program Application), and **Exhibit B** (Resolution in accordance with the General Assembly of the State of Colorado declared in CRS §43-10-101).

D. Goods

“Goods” means tangible material acquired, produced, or delivered by Grantee either separately or in conjunction with the Services Grantee renders hereunder.

E. Grant

“Grant” means this Grant, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this Grant, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

F. Grant Funds

“Grant Funds” means available funds payable by the State to Grantee pursuant to this Grant.

G. Local Funds

“Local Funds” provided by any city, county or other private entity to fund performance of the Work.

H. Manual

“Manual” refers to the Aviation Grant Management Manual as approved by the Colorado Aeronautical Board.

I. Party or Parties

“Party” means the State or Grantee and “Parties” means both the State and Grantee.

J. Program

“Program” means the Colorado Discretionary Aviation grant program that provides the funding for this Grant.

K. Review

“Review” means examining Grantee’s Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in **§6**, **§19** and **Exhibit A**.

L. Services

“Services” means the required services to be performed by Grantee pursuant to this Grant.

M. Subgrantee

“Subgrantee” means third-parties, if any, engaged by Grantee to aid in performance of its obligations.

N. Work

“Work” means the tasks and activities Grantee is required to perform to fulfill its obligations under this Grant and Exhibit A, including the performance of the Services and delivery of the Goods. The Work is further described in the plans and specifications for the project as approved by the Federal Aviation Administration (“FAA”) or the Division.

O. Work Product

“Work Product” means the tangible or intangible results of Grantee’s Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

5. TERM**A. Initial Term-Work Commencement**

The Parties respective performances under this Grant shall commence on the Effective Date. This Grant shall terminate on 06/30/2015 unless sooner terminated or further extended as specified elsewhere herein.

6. STATEMENT OF WORK**A. Brief Project Description:**

Element A: Participate in Federally Funded – Design of GA Ramp Rehab & Purchase Snow Removal Truck (SRE)

Element B: Airport Service Vehicle

Element C: Utility Upgrade

Element D: Runway Weather Information System (RWIS)

B. Completion

Grantee shall complete the Work and its other obligations as described herein and in **Exhibit A** and in the plans and specifications for the project as approved by the FAA or Division on or before 06/30/2015. The State shall not be liable to compensate Grantee for any Work performed prior to the Effective Date or after the termination of this Grant.

C. Goods and Services

Grantee shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Grant Funds and shall not increase the maximum amount payable hereunder by the State. Grantee is subject to its local procurement standards. If none exist, Grantee is subject to the general procurement standards of the State.

D. Employees

All persons employed by Grantee or Subgrantees shall be considered Grantee’s or Subgrantees’ employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Grant.

7. PAYMENTS TO GRANTEE

The State shall, in accordance with the provisions of this §7, pay Grantee in the following amounts and using the methods set forth below:

A. Maximum Amount

The maximum amount payable under this Grant to Grantee by the State is \$400,000.00 as determined by the State based on available funds.

The maximum amount payable under this Grant to Grantee by the State is 2.5% of the project cost not to exceed \$12,316.00 for Element A, 90% of the project cost not to exceed \$22,500.00 for Element B, 90% of the project cost not to exceed \$90,000.00 for Element C and 90% of the project cost not to exceed \$275,184.00 for Element D, as determined by the State from available funds in Fund 160, GL Account 4511000010 & SAP Vendor 2000212 & SAP Partner N/A (if applicable), and Cost Center VDG12-033. Grantee agrees to provide any additional funds required for the successful completion of the Work.

Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit A**. The State and Grantee shall participate in providing the Grant amount as follows:

State: \$400,000.00

Local Funds: \$55,431.00

Federal: \$468,000.00

B. Payment

i. Advance, Interim and Final Payments

Any advance payment allowed under this Grant, shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant. Grantee shall initiate any payment requests by submitting invoices to the State in the form and manner set forth and approved by the State. Grant Funds remaining following the completion and approval of the Work or the termination/expiration of the Grant will be returned to the State.

ii. Interest

The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by Grantee previously accepted by the State. Uncontested amounts not paid by the State within 45 days may, if Grantee so requests, bear interest on the unpaid balance beginning on the 46th day at a rate not to exceed one percent per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute. Grantee shall invoice the State separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Available Funds-Contingency-Termination

The State is prohibited by law from making fiscal commitments beyond the term of the State's current fiscal year. Therefore, Grantee's compensation is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, set forth below. If federal funds are used with this Grant in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Grant shall be made only from available funds encumbered for this Grant and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not appropriated, or otherwise become unavailable to fund this Grant, the State may immediately terminate this Grant in whole or in part without further liability in accordance with the provisions herein.

iv. Erroneous Payments

At the State's sole discretion, payments made to Grantee in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Grantee, may be recovered from Grantee by deduction from subsequent payments under this Grant or other Grants, grants or agreements between the State and Grantee or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any person or entity other than the State.

v. Retroactive Payments

The State shall pay Grantee for costs or expenses incurred or performance by the Grantee prior to the Effective Date, only if (1) the Grant Funds involve federal funding and (2) federal laws, rules and regulations applicable to the Work provide for such retroactive payments to the Grantee. Any such retroactive payments shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or any Exhibit. Grantee shall initiate any payment requests by submitting invoices to the State in the form and manner set forth and approved by the State.

C. Use of Funds

Grant Funds shall be used only for eligible costs identified herein and/or in **Exhibit A**. This shall be used solely for aviation purposes as defined in CRS §43-10-102(3) and this Grant shall not be used for the subsidization of airlines. Misuse of Grant Funds, including subsidization for airlines, may result in immediate termination of this Grant for cause and forfeiture of any remaining Grant Funds.

D. Local Funds

Grantee shall provide Local Funds as provided in **Exhibit A**. Grantee shall have raised the full amount of Local Funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request.

E. Payment Compliance

All Grant reimbursements shall comply with Title 49 Part 18 of the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Additionally, Grantee shall only be reimbursed for costs allowable under 2 CFR Part 125, Appendix A. Sponsor requests that all Grant Funds be distributed by the State to the Airport.

8. REPORTING - NOTIFICATION

Reports, Evaluations, and Reviews required under this **§8** shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with **§19**, if applicable.

A. Performance, Progress, Personnel, and Funds

State shall submit a report to the Grantee upon expiration or sooner termination of this Grant, containing an Evaluation and Review of Grantee's performance and the final status of Grantee's obligations hereunder. In addition, Grantee shall comply with all reporting requirements, if any, set forth in the Manual.

B. Litigation Reporting

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Grant or which may affect Grantee's ability to perform its obligations hereunder, Grantee shall notify the State of such action and deliver copies of such pleadings to the State's principal representative as identified herein. If the State's principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of CDOT.

C. Noncompliance

Grantee's failure to provide reports and notify the State in a timely manner in accordance with this **§8** may result in the delay of payment of funds and/or termination as provided under this Grant.

D. Subgrants

Copies of any and all subgrants entered into by Grantee to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all subgrants entered into by Grantee related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subgrants be governed by the laws of the State of Colorado.

9. GRANTEE RECORDS

Grantee shall make, keep, maintain and allow inspection and monitoring of the following records:

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records until the last to occur of the following: **(i)** a period of three years after the date this Grant is completed or terminated, or **(ii)** final payment is made hereunder, whichever is later, or **(iii)** for such further period as may be necessary to resolve any pending matters, or **(iv)** if an audit is occurring, or Grantee has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved (the "Record Retention Period").

B. Inspection

Grantee shall permit the State, the federal government and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records related to this Grant during the Record Retention Period for a period of three years following termination of this Grant or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Grantee's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Grant, including any extension. If the Work fails to conform to the requirements of this Grant, the State may require Grantee promptly to bring the Work into conformity with Grant requirements, at Grantee's sole expense. If the Work cannot be brought into conformance by re-

performance or other corrective measures, the State may require Grantee to take necessary action to ensure that future performance conforms to Grant requirements and exercise the remedies available under this Grant, at law or inequity in lieu of or in conjunction with such corrective measures.

C. Monitoring

Grantee shall permit the State, the federal government, and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Grantee pursuant to the terms of this Grant using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Grantee's performance hereunder.

D. Final Audit Report

If an audit is performed on Grantee's records for any fiscal year covering a portion of the term of this Grant, Grantee shall submit a copy of the final audit report to the State or its principal representative at the address specified herein.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

Grantee shall comply with the provisions of this §10 if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, any State records, personnel records, and information concerning individuals. Such information shall not include information required to be disclosed pursuant to the Colorado Open Records Act, CRS §24-72-101 et seq.

A. Confidentiality

Grantee shall keep all State records and information confidential at all times and to comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Grantee shall be immediately forwarded to the State's principal representative.

B. Notification

Grantee shall notify its agent, employees, Subgrantees, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

C. Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by Grantee or its agents in any way, except as authorized by this Grant or approved in writing by the State. Grantee shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Grantee or its agents, except as permitted in this Grant or approved in writing by the State.

D. Disclosure-Liability

Disclosure of State records or other confidential information by Grantee for any reason may be cause for legal action by third parties against Grantee, the State or their respective agents. To the extent permitted by law, the Grantee shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to this §10.

11. CONFLICTS OF INTEREST

Grantee shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Grantee's obligations hereunder. Grantee acknowledges that with respect to this Grant, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations to the State hereunder. If a conflict or appearance exists, or if Grantee is uncertain whether a conflict or the appearance of a conflict of interest exists, Grantee shall submit to the State a disclosure

statement setting forth the relevant details for the State’s consideration. Failure to promptly submit a disclosure statement or to follow the State’s direction in regard to the apparent conflict constitutes a breach of this Grant.

12. REPRESENTATIONS AND WARRANTIES

Grantee makes the following specific representations and warranties, each of which was relied on by the State in entering into this Grant.

A. Standard and Manner of Performance

Grantee shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trades or profession and in the sequence and manner set forth in this Grant.

B. Legal Authority – Grantee and Grantee’s Signatory

Grantee warrants that it possesses the legal authority to enter into this Grant and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Grant, or any part thereof, and to bind Grantee to its terms. If requested by the State, Grantee shall provide the State with proof of Grantee’s authority to enter into this Grant within 15 days of receiving such request.

C. Licenses, Permits, Etc.

Grantee represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Grantee warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Grant, without reimbursement by the State or other adjustment in Grant Funds. Additionally, all employees and agents of Grantee performing Services under this Grant shall hold all required licenses or certifications, if any, to perform their responsibilities. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Grantee to properly perform the terms of this Grant shall be deemed to be a material breach by Grantee and constitute grounds for termination of this Grant.

13. INSURANCE

Grantee and its Subgrantees shall obtain and maintain insurance as specified in this section at all times during the term of this Grant: All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Grantee and the State.

A. Grantee

i. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Grantee shall show proof of such insurance satisfactory to the State, if requested by the State. Grantee shall require each Grant with Subgrantees that are public entities, providing Goods or Services hereunder, to include the insurance requirements necessary to meet Subgrantee’s liabilities under the GIA.

ii. Non-Public Entities

If Grantee is not a "public entity" within the meaning of the GIA, Grantee shall obtain and maintain during the term of this Grant insurance coverage and policies meeting the same requirements set forth in §13(B) with respect to Subgrantees that are not "public entities".

B. Grantee and Subgrantees

Grantee shall require each Grant with Subgrantees, other than those that are public entities, providing Goods or Services in connection with this Grant, to include insurance requirements substantially similar to the following:

i. Worker’s Compensation

Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of Grantee and Subgrantee employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: **(a)** \$1,000,000 each occurrence; **(b)** \$1,000,000 general aggregate; **(c)** \$1,000,000 products and completed operations aggregate; and **(d)** \$50,000 any one fire. If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, Subgrantee shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Grantee a certificate or other document satisfactory to Grantee showing compliance with this provision.

iii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

iv. Additional Insured

Grantee and the State shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction Grants require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).

v. Primacy of Coverage

Coverage required of Grantee and Subgrantees shall be primary over any insurance or self-insurance program carried by Grantee or the State.

vi. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Grantee and Grantee shall forward such notice to the State in accordance with §16 (Notices and Representatives) within seven days of Grantee's receipt of such notice.

vii. Subrogation Waiver

All insurance policies in any way related to this Grant and secured and maintained by Grantee or its Subgrantees as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

C. Certificates

Grantee and all Subgrantees shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Grant. No later than 15 days prior to the expiration date of any such coverage, Grantee and each Subgrantee shall deliver to the State or Grantee certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Grant or any subgrant, Grantee and each Subgrantee shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §13.

14. BREACH

A. Defined

In addition to any breaches specified in other sections of this Grant, the failure of either Party to perform any of its material obligations hereunder, in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §16. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued

with due diligence, the State may exercise any of the remedies set forth in §15. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

15. REMEDIES

If Grantee is in breach under any provision of this Grant, the State shall have all of the remedies listed in this §15 in addition to all other remedies set forth in other sections of this Grant following the notice and cure period set forth in §14(B), provided however, that the State may terminate this Grant pursuant to §15(B) without a breach. The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach

If Grantee fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Grant and in a timely manner, the State may notify Grantee of such non-performance in accordance with the provisions herein. If Grantee thereafter fails to promptly cure such non-performance within the cure period, the State, at its option, may terminate this entire Grant or such part of this Grant as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. Grantee shall continue performance of this Grant to the extent not terminated, if any.

i. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subgrants. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State. All Work Product, at the option of the State, shall be delivered by Grantee to the State and shall become the State's property.

ii. Payments

The State shall reimburse Grantee only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Grant had been terminated in the public interest, as described herein.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services. Grantee shall be liable for excess costs incurred by the State in procuring from third parties replacement Work, Services or substitute Goods as cover.

B. Early Termination in the Public Interest

The State is entering into this Grant for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or courts. If this Grant ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Grant in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Grant by the State for cause or breach by Grantee, which shall be governed by §15(A) or as otherwise specifically provided for herein.

i. Method and Content

The State shall notify Grantee of such termination in accordance with §16. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Grant.

ii. Obligations and Rights

Upon receipt of a termination notice, Grantee shall be subject to and comply with the same obligations and rights set forth in §15(A)(i).

iii. Payments

If this Grant is terminated by the State pursuant to this §15(B), Grantee shall be paid an amount which bears the same ratio to the total reimbursement under this Grant as the Services satisfactorily performed bear to the total Services covered by this Grant, less payments previously made. Additionally, if this Grant is less than 60% completed, the State may reimburse Grantee for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Grant) incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

C. Remedies Not Involving Termination

The State, in its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of this Grant pending necessary corrective action as specified by the State without entitling Grantee to an adjustment in price/cost or performance schedule. Grantee shall promptly cease performance and incurring costs in accordance with the State's directive and the State shall not be liable for costs incurred by Grantee after the suspension of performance under this provision.

ii. Withhold Payment

Withhold payment to Grantee until corrections in Grantee's performance are satisfactorily made and completed.

iii. Deny Payment

Deny payment for those obligations not performed, that due to Grantee's actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

iv. Removal

Demand removal of any of Grantee's employees, agents, or Subgrantees whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Grant is deemed to be contrary to the public interest or not in the State's best interest.

v. Intellectual Property

If Grantee infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Grant, Grantee shall, at the State's option (a) obtain for the State or Grantee the right to use such products and services; (b) replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, (c) if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

16. NOTICES and REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

A. State:

T.K. Gwin Project Manager
Colorado Department of Transportation
5126 Front Range Parkway N/A
Watkins, CO 80137
TK.Gwin@dot.state.co.us

B. Grantee:

Jason Licon Project Director
Fort Collins/Loveland Municipal Airport
4900 Earhart Road N/A
Loveland, CO 80538
liconj@ci.loveland.co.us

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Grantee in the performance of its obligations under this Grant shall be the property of the State and, all Work Product shall be delivered to the State by Grantee upon completion or termination hereof. The State’s rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works.

18. GOVERNMENTAL IMMUNITY

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the GIA. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the GIA and the risk management statutes, CRS §24-30-1501, et seq., as amended.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Grant is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this §19 applies.

Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Grants and inclusion of Grant performance information in a statewide Contract Management System.

Grantee’s performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Grantee’s performance shall be part of the normal Grant administration process and Grantee’s performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee’s obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee’s obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the

Grant term. Grantee shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Grantee demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by CDOT and showing of good cause, may debar Grantee and prohibit Grantee from bidding on future Grants. Grantee may contest the final Evaluation, Review and Rating by: **(a)** filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or **(b)** under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Grantee, by the Executive Director, upon a showing of good cause.

20. GENERAL PROVISIONS

A. Assignment and Subgrants

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or subgranted without the prior, written consent of the State. Any attempt at assignment, transfer, or subgranting without such consent shall be void. All assignments, subgrants, or Subgrantees approved by Grantee or the State are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of subgranting arrangements and performance.

B. Binding Effect

Except as otherwise provided in §20(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

The captions and headings in this Grant are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

D. Counterparts

This Grant may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding

This Grant represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

F. Indemnification-General

To the extent permitted by law, Grantee shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to the terms of this Grant; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the GIA, or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended. If Grantee is a "public entity" within the meaning of GIA, liability is controlled and limited by the provisions of the GIA.

G. Jurisdiction and Venue

All suits, actions, or proceedings related to this Grant shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

H. Modification

i. By the Parties

Except as specifically provided in this Grant, modifications of this Grant shall not be effective unless agreed to in writing by the Parties in an amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATIONS OF CONTRACTS - TOOLS AND FORMS.

ii. By Operation of Law

This Grant is subject to such modifications as may be required by changes in federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Grant on the effective date of such change, as if fully set forth herein.

I. Order of Precedence

The provisions of this Grant shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Colorado Special Provisions,
- ii. The provisions of the main body of this Grant,
- iii. Exhibit A, and
- iv. Exhibit B.

J. Severability

Provided this Grant can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

K. Survival of Certain Grant Terms

Notwithstanding anything herein to the contrary, provisions of this Grant requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Grantee fails to perform or comply as required.

L. Taxes

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Grantee shall be solely liable for paying such taxes as the State is prohibited from paying for or reimbursing Grantee for them.

M. Third Party Beneficiaries

Enforcement of this Grant and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

N. Waiver

Waiver of any breach of a term, provision, or requirement of this Grant, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

O. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

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21. COLORADO SPECIAL PROVISIONS

These Special Provisions apply to all Grants except where noted in italics.

A. CONTROLLER'S APPROVAL. CRS §24-30-202 (1)

This Grant shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

B. FUND AVAILABILITY. CRS §24-30-202(5.5)

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY

No term or condition of this Grant shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

D. INDEPENDENT CONTRACTOR

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Unemployment insurance benefits will be available to Grantee and its employees and agents only if such coverage is made available by Grantee or a third party. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

Grantee shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this grant. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Grant, to the extent capable of execution.

G. BINDING ARBITRATION PROHIBITED.

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Grant or incorporated herein by reference shall be null and void.

H. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00

State or other public funds payable under this Grant shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Grant and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grant, including, without limitation, immediate termination of this Grant and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Grant. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

J. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4

[Not applicable to intergovernmental agreements] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

K. PUBLIC GRANTS FOR SERVICES. CRS §8-17.5-101

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Grant and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Grant, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant or enter into a grant with a Subgrantee that fails to certify to Grantee that the Subgrantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant. Grantee (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Grant is being performed, (b) shall notify the Subgrantee and the granting State agency within three days if Grantee has actual knowledge that a Subgrantee is employing or contracting with an illegal alien for work under this Grant, (c) shall terminate the subgrant if a Subgrantee does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the State program, Grantee shall deliver to the granting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the granting State agency, institution of higher education or political subdivision may terminate this Grant for breach and, if so terminated, Grantee shall be liable for damages.

L. PUBLIC GRANTS WITH NATURAL PERSONS. CRS §24-76.5-101

Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Grant.

SPs Effective 1/1/09

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22. SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS GRANT

*** Persons signing for Grantee hereby swear and affirm that they are authorized to act on Grantee’s behalf and acknowledge that the State is relying on their representations to that effect.**

<p style="text-align: center;">GRANTEE City of Fort Collins</p> <p>By: _____ Print Name of Authorized Individual</p> <p>Title: _____ Print Title of Authorized Individual</p> <p>_____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO John W. Hickenlooper, Governor Colorado Department of Transportation Donald E. Hunt – Executive Director</p> <hr/> <p>By: David C. Gordon, Aeronautics Division Director Signatory avers to the State Controller or delegate that Grantee has not begun performance or that performance is authorized by federal law or a Statutory Violation waiver has been requested under Fiscal Rules</p> <p>Date: _____</p>
<p style="text-align: center;">JOINT GRANTEE City of Loveland</p> <p>By: _____ Print Name of Authorized Individual</p> <p>Title: _____ Print Title of Authorized Individual</p> <p>_____</p> <p style="text-align: center;">*Signature</p> <p>Date: _____</p>	

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State grants. This Grant is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

<p>STATE CONTROLLER David J. McDermott, CPA</p> <p>By: _____</p> <p>Colorado Department of Transportation</p> <p>Date: _____</p>



COLORADO DISCRETIONARY AVIATION GRANT APPLICATION



APPLICANT INFORMATION			
APPLICANT AGENCY (Airport Sponsor) Cities of Fort Collins and Loveland - Fort Collins / Loveland Airport			
MAILING ADDRESS 4900 Earhart Road		CITY Loveland	ZIP CODE 80538-
PHONE NUMBER (970) 962-2852	FAX (970) 962-2855	EMAIL liconj@ci.loveland.co.us	
PROJECT PERIOD (mm/dd/yyyy)	FROM 1/1/2012	TO 12/31/2012	

[Signature]
Fort Collins Loveland Airport Director
12/9/2011

Signature – Sponsoring Agency, Title
Date (mm/dd/yyyy)

RETURN ORIGINAL APPLICATION TO:

Colorado Department of Transportation
 Division of Aeronautics
 5126 Front Range Parkway
 Watkins, CO 80137

Telephone: (303) 261-4418
FAX: (303) 261-9608

Or email to:
scott.brownlee@dot.state.co.us

PROJECT SUMMARY Additional Information Submitted with Application

Terminal Modular Addition
 Survey, Geotechnical & Design of GA Ramp Rehabilitation
 SRE - Truck for Existing Plow w/ Rear Mount Granular Spreader
 Airport Utility Upgrade (Water, Gas, Sanitary, Sewer)
 Complete Construction of Runway Weather Information System
 Airport Service Vehicle

PROJECT FUNDING SUMMARY

CDAG \$400,000	Local \$55,036	FAA/Other \$453,000
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TOTAL \$908,036.00

PROJECT SUMMARY AND GRANT PROPOSAL

IDENTIFY THE EXISTING PROBLEM Additional Information Submitted with Application

1. The state funding will be used toward the airport match for two FAA funded projects including the survey, geotechnical, and design work for the programmed 2013 ramp rehabilitation project, and for obtaining a snow removal equipment vehicle to push a new airport-owned plow blade.
2. Additional funding will be used for the following:
 - a. Perform necessary airport utility infrastructure upgrades for water, gas, and sanitary sewer
 - b. Complete RWIS installation
 - c. Acquire an airport service vehicle to replace an existing vehicle that is 18+ years old

DEFINE THE PROPOSED PROJECT AND ESTIMATED SCHEDULE IN DETAIL

**INCLUDE LAYOUT SKETCH*

Additional Information Submitted with Application

1. Terminal Modular Addition: A locally funded project that will enhance the capacity of the airport’s terminal facilities This project has been included as informational due to state funding being used for utility upgrades associated with the improvement in 2011.
2. Survey, Geotechnical & Design of GA Ramp Rehabilitation: This project is the design phase of our FAA entitlement grant that will rehabilitate the general aviation ramp at the airport in 2013.
3. SRE - Truck for Existing Plow w/ Rear Mount Granular Spreader: The airport is in need of additional SRE equipment as during the last 139 certification inspection performed by the FAA the amount of equipment the airport had was listed as a discrepancy. The airport will be using an existing plow blade that the airport has in inventory, currently not being used.
4. Airport Utility Upgrade (Water, Gas, Sanitary, Sewer): The airport is in need of a utility upgrade work. The funding will help determine what utilities are existing, where their locations are (incorporate them into GIS), and planning for future airport development as it relates to the Airport Master Plan.
5. Complete Construction of Runway Weather Information System (RWIS): The RWIS system was included in the 2011 FAA funded primary runway reconstruction project, and was not fully funded. Within the 2011 project, all of the necessary infrastructure was installed including conduit, junction boxes, and underground ductwork. This system is designed to enhance airport operations, and will be beneficial to the State DOT for information and data.
6. Airport Service Vehicle: The airport is in need of replacing a service vehicle that is 18 years old. In order to properly maintain the facility, this vehicle is being sought through State funding.

PART A – FUNDING RESOURCES

1. CDAG Grant Funds Requested		\$400,000
2. Local In-Kind	\$	
3. Local Cash	\$55,036	
4. FAA Funds	\$453,000	
5. Other Funds Identify Source:	\$	
6. Total Other Funds (Items 2, 3, 4, 5)	\$508,036	

7. Project Funding Summary (Total items 1 through 6)	\$908,036
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PART B – BUDGET SUMMARY

Define individual elements of each budget item

	CDAG	%	Local	%	FAA/ Other	%	TOTAL
Capital Equipment							
SRE - Truck for Existing Plow	\$4,421.00	2.5%	\$4,421.00	2.5%	\$168,000.00	95.0%	\$176,842.00
Airport Service Vehicle	\$22,500.00	90.0%	\$2,500.00	10.0%		0.0%	\$25,000.00
				0.0%		0.0%	\$0.00
Construction							
Utility Upgrade	\$90,000.00	90.0%	\$10,000.00	10.0%		0.0%	\$100,000.00
Design of GA Ramp Rehab	\$7,500.00	2.5%	\$7,500.00	2.5%	\$285,000.00	95.0%	\$300,000.00
RWIS	\$275,579.00	90.0%	\$30,615.00	10.0%		0.0%	\$306,194.00
Other							
		0.0%	\$0.00	0.0%		0.0%	\$0.00
				0.0%		0.0%	\$0.00
				0.0%		0.0%	\$0.00

PROJECT GRAND TOTAL

\$908,036.00

ON-SITE PROJECT DIRECTOR

NAME Jason Licon			
MAILING ADDRESS 4900 Earhart Road		CITY, STATE Loveland, CO	
		ZIP CODE 80538-	
PHONE NUMBER (970) 962-2852	FAX (970) 962-2855	EMAIL liconj@ci.loveland.co.us	

LOCATION OF PROJECT FISCAL RECORDS (Complete only if different than Project Director)

NAME			
MAILING ADDRESS		CITY, STATE	
		ZIP CODE -	
PHONE NUMBER () -	FAX () -	EMAIL	

EXHIBIT B -RESOLUTION

WHEREAS:

The General Assembly of the State of Colorado declared in Title 43 of the Colorado revised Statutes, Article 10, 1991 in CRS §43-10-101 (the Act) "... that there exists a need to promote the safe operations and accessibility of general aviation in this state; that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of this state is crucial in the event of a medical or other type of emergency..."

The Act created the Colorado Aeronautical Board ("the Board") to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics ("the Division") to carry out the directives of the Board, including technical and planning assistance to airports and the administration of the state aviation system grant program. SEE CRS §43-10-103 and C.R.S. §43-10-105 and CRS §43-10-108.5 of the Act.

Any entity operating a public-accessible airport in the state may file an application for and be recipient of a grant to be used solely for aviation purposes. The Division is authorized to assist such airports as request assistance by means of a Resolution passed by the applicant's duly-authorized governing body, which understands that all funds shall be used exclusively for aviation purposes and that it will comply with all grant procedures and requirements as defined in the Division's Aviation Grant Management Manual, revised 2009, ("the Manual").

NOW, THEREFORE, BE IT RESOLVED THAT:

The City of Fort Collins & the City of Loveland as a duly authorized governing body of the grant applicant, hereby formally requests assistance from the Colorado Aeronautical Board and the Division of Aeronautics in the form of a state aviation system grant. The City of Fort Collins & the City of Loveland states that such grant shall be used solely for aviation purposes, as determined by the State, and as generally described in the Application.

Each airport-operating entity that applies for and accepts a grant that it thereby makes a COMMITMENT a) to keep the airport facility accessible to, and open to, the public during the entire useful life of the grant funded improvements/ equipment; or b) to reimburse the Division for any unexpired useful life of the improvements/ equipment, or a pro-rata basis.

By signing this grant agreement, the applicant commits to keep open and accessible for public use all grant funded facilities, improvements and services for their useful life, as determined by the Division and stated in the Grant Agreement.

FURTHER BE IT RESOLVED:

That The City of Fort Collins & the City of Loveland hereby designates Jason Licon as the Project Director, as described in the Manual and authorizes the Project Director to act in all matters relating to the work project proposed in the Application in its behalf, including executions of the grant contract.

FURTHER:

The City of Fort Collins & the City of Loveland has appropriated or will appropriate or otherwise make available in a timely manner all funds, if any, that are required to be provided by the Applicant under the terms and conditions of the grant contract.

FINALLY:

The City of Fort Collins & the City of Loveland hereby accepts all guidelines, procedures, standards and requirements described in the Manual as applicable to the performance of the grant work and hereby approves the grant contract submitted by the State, including all terms and conditions contained therein.

for The City of Fort Collins, Grantee

for The City of Loveland, Joint Grantee

Attest

Attest



CDOT - Aeronautics Division
CDAG: 12-FNL-101
ROUTING #: 12 HAV 40274
SAP PO #: 291001132
CMS #: 40274

STATE OF COLORADO
Colorado Department of Transportation
Colorado Aeronautical Board
Division of Aeronautics
Grant Agreement
with
City of Fort Collins & City of Loveland

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EXHIBIT A (Colorado Discretionary Aviation Grant Application)
EXHIBIT B (Resolution)

1. PARTIES

This Grant Agreement ("Grant") is entered into by and between the City of Fort Collins and the City of Loveland (Hereinafter called "Sponsor"), and the STATE OF COLORADO acting by and through the Colorado Department of Transportation, Division of Aeronautics ("State", "Division"). The Sponsor represents and warrants to the State that it has authority to act on behalf of the Fort Collins-Loveland Municipal Airport (the "Airport") and to bind the Airport to the provisions in this Grant (the Sponsor and the Airport are collectively hereinafter called the "Grantee").

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

This Grant shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee ("Effective Date"). Except as provided in Section 7(B)(v), the State shall not be liable to pay or reimburse Grantee for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. RECITALS

A. Authority, Appropriation, and Approval

Authority to enter into this Grant exists in CRS §43-10-108.5 and funds have been budgeted, appropriated and otherwise made available pursuant to CRS §§39-27-112(2)(b), 43-10-109 and 43-10-102 and a sufficient unencumbered balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. Consideration

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Grant.

C. Purpose

The purpose of this Grant is to promote aviation for the betterment of the Colorado Aviation System.

D. References

All references in this Grant to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

4. DEFINITIONS

The following terms as used herein shall be construed and interpreted as follows:

A. Budget

“Budget” means the budget for the Work described in **Exhibit A**.

B. Evaluation

“Evaluation” means the process of examining Grantee’s Work and rating it based on criteria established in §6 and §19.

C. Exhibits and other Attachments

The following are attached hereto and incorporated by reference herein: **Exhibit A** (Colorado Discretionary Aviation Grant Program Application), and **Exhibit B** (Resolution in accordance with the General Assembly of the State of Colorado declared in CRS §43-10-101).

D. Goods

“Goods” means tangible material acquired, produced, or delivered by Grantee either separately or in conjunction with the Services Grantee renders hereunder.

E. Grant

“Grant” means this Grant, its terms and conditions, attached exhibits, documents incorporated by reference under the terms of this Grant, and any future modifying agreements, exhibits, attachments or references incorporated herein pursuant to Colorado State law, Fiscal Rules, and State Controller Policies.

F. Grant Funds

“Grant Funds” means available funds payable by the State to Grantee pursuant to this Grant.

G. Local Funds

“Local Funds” provided by any city, county or other private entity to fund performance of the Work.

H. Manual

“Manual” refers to the Aviation Grant Management Manual as approved by the Colorado Aeronautical Board.

I. Party or Parties

“Party” means the State or Grantee and “Parties” means both the State and Grantee.

J. Program

“Program” means the Colorado Discretionary Aviation grant program that provides the funding for this Grant.

K. Review

“Review” means examining Grantee’s Work to ensure that it is adequate, accurate, correct and in accordance with the criteria established in §6, §19 and **Exhibit A**.

L. Services

“Services” means the required services to be performed by Grantee pursuant to this Grant.

M. Subgrantee

“Subgrantee” means third-parties, if any, engaged by Grantee to aid in performance of its obligations.

N. Work

“Work” means the tasks and activities Grantee is required to perform to fulfill its obligations under this Grant and Exhibit A, including the performance of the Services and delivery of the Goods. The Work is further described in the plans and specifications for the project as approved by the Federal Aviation Administration (“FAA”) or the Division.

O. Work Product

“Work Product” means the tangible or intangible results of Grantee’s Work, including, but not limited to, software, research, reports, studies, data, photographs, negatives or other finished or unfinished documents, drawings, models, surveys, maps, materials, or work product of any type, including drafts.

5. TERM

A. Initial Term-Work Commencement

The Parties respective performances under this Grant shall commence on the Effective Date. This Grant shall terminate on June 30, 2015, unless sooner terminated or further extended as specified elsewhere herein.

6. STATEMENT OF WORK

A. Brief Project Description:

Element A: Twelve Month Aviation Management Internship

B. Completion

Grantee shall complete the Work and its other obligations as described herein and in **Exhibit A** and in the plans and specifications for the project as approved by the FAA or Division on or before June 30, 2015. The State shall not be liable to compensate Grantee for any Work performed prior to the Effective Date or after the termination of this Grant.

C. Goods and Services

Grantee shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Grant Funds and shall not increase the maximum amount payable hereunder by the State. Grantee is subject to its local procurement standards. If none exist, Grantee is subject to the general procurement standards of the State.

D. Employees

All persons employed by Grantee or Subgrantees shall be considered Grantee’s or Subgrantees’ employee(s) for all purposes hereunder and shall not be employees of the State for any purpose as a result of this Grant.

7. PAYMENTS TO GRANTEE

The State shall, in accordance with the provisions of this §7, pay Grantee in the following amounts and using the methods set forth below:

A. Maximum Amount: \$ 14,560.00

The maximum amount payable under this Grant to Grantee by the State is **\$14,560.00** as determined by the State based on available funds.

The maximum amount payable under this Grant to Grantee by the State is 50% of the project cost not to exceed \$14,560.00 for Element A, as determined by the State from available funds in Fund 160, GL No. 4511000010 & Vendor # 2000212, and Organizations Code VDG12-033. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit A**. The State and Grantee shall participate in providing the Grant amount as follows:

State:	\$14,560.00
Local Funds:	\$14,560.00
Federal:	\$ 0.00

B. Payment

i. Advance, Interim and Final Payments

Any advance payment allowed under this Grant, shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant. Grantee shall initiate any payment requests by submitting invoices to the State in the form and manner set forth and approved by the State. Grant Funds remaining following the completion and approval of the Work or the termination/expiration of the Grant will be returned to the State.

ii. Interest

The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by Grantee previously accepted by the State. Uncontested amounts not paid by the State within 45 days may, if Grantee so requests, bear interest on the unpaid balance beginning on the 46th day at a rate not to exceed one percent per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute. Grantee shall invoice the State separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Available Funds-Contingency-Termination

The State is prohibited by law from making fiscal commitments beyond the term of the State's current fiscal year. Therefore, Grantee's compensation is contingent upon the continuing availability of State appropriations as provided in the Colorado Special Provisions, set forth below. If federal funds are used with this Grant in whole or in part, the State's performance hereunder is contingent upon the continuing availability of such funds. Payments pursuant to this Grant shall be made only from available funds encumbered for this Grant and the State's liability for such payments shall be limited to the amount remaining of such encumbered funds. If State or federal funds are not appropriated, or otherwise become unavailable to fund this Grant, the State may immediately terminate this Grant in whole or in part without further liability in accordance with the provisions herein.

iv. Erroneous Payments

At the State's sole discretion, payments made to Grantee in error for any reason, including, but not limited to overpayments or improper payments, and unexpended or excess funds received by Grantee, may be recovered from Grantee by deduction from subsequent payments under this Grant or other Grants, grants or agreements between the State and Grantee or by other appropriate methods and collected as a debt due to the State. Such funds shall not be paid to any person or entity other than the State.

v. Retroactive Payments

The State shall pay Grantee for costs or expenses incurred or performance by the Grantee prior to the Effective Date, only if (1) the Grant Funds involve federal funding and (2) federal laws, rules and regulations applicable to the Work provide for such retroactive payments to the Grantee. Any such retroactive payments shall comply with State Fiscal Rules and be made in accordance with the provisions of this Grant or any Exhibit. Grantee shall initiate any payment requests by submitting invoices to the State in the form and manner set forth and approved by the State.

C. Use of Funds

Grant Funds shall be used only for eligible costs identified herein and/or in **Exhibit A**. This shall be used solely for aviation purposes as defined in CRS §43-10-102(3) and this Grant shall not be used for the subsidization of airlines. Misuse of Grant Funds, including subsidization for airlines, may result in immediate termination of this Grant for cause and forfeiture of any remaining Grant Funds.

D. Local Funds

Grantee shall provide Local Funds as provided in **Exhibit A**. Grantee shall have raised the full amount of Local Funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request.

E. Payment Compliance

All Grant reimbursements shall comply with Title 49 Part 18 of the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments. Additionally, Grantee shall only be reimbursed for costs allowable under 2 CFR Part 125, Appendix A. Sponsor requests that all Grant Funds be distributed by the State to the Airport.

8. REPORTING - NOTIFICATION

Reports, Evaluations, and Reviews required under this §8 shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with §19, if applicable.

A. Performance, Progress, Personnel, and Funds

Grantee shall submit a report to the State upon expiration or sooner termination of this Grant, containing an Evaluation and Review of Grantee's performance and the final status of Grantee's obligations hereunder. In addition, Grantee shall comply with all reporting requirements, if any, set forth in the Manual.

B. Litigation Reporting

Within 10 days after being served with any pleading in a legal action filed with a court or administrative agency, related to this Grant or which may affect Grantee's ability to perform its obligations hereunder, Grantee shall notify the State of such action and deliver copies of such pleadings to the State's principal representative as identified herein. If the State's principal representative is not then serving, such notice and copies shall be delivered to the Executive Director of CDOT.

C. Noncompliance

Grantee's failure to provide reports and notify the State in a timely manner in accordance with this §8 may result in the delay of payment of funds and/or termination as provided under this Grant.

D. Subgrants

Copies of any and all subgrants entered into by Grantee to perform its obligations hereunder shall be submitted to the State or its principal representative upon request by the State. Any and all subgrants entered into by Grantee related to its performance hereunder shall comply with all applicable federal and state laws and shall provide that such subgrants be governed by the laws of the State of Colorado.

9. GRANTEE RECORDS

Grantee shall make, keep, maintain and allow inspection and monitoring of the following records:

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records until the last to occur of the following: (i) a period of three years after the date this Grant is completed or terminated, or (ii) final payment is made hereunder, whichever is later, or (iii) for such further period as may be necessary to resolve any pending matters, or (iv) if an audit is occurring, or Grantee has received notice that an audit is pending, then until such audit has been completed and its findings have been resolved (the "Record Retention Period").

B. Inspection

Grantee shall permit the State, the federal government and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records related to this Grant during the Record Retention Period for a period of three years following termination of this Grant or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Grantee's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Grant, including any extension. If the Work fails to conform to the requirements of this Grant, the State may require Grantee promptly to bring the Work into conformity with Grant requirements, at Grantee's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Grantee to take necessary action to ensure that future performance conforms to Grant requirements and exercise the remedies available under this Grant, at law or inequity in lieu of or in conjunction with such corrective measures.

C. Monitoring

Grantee shall permit the State, the federal government, and other governmental agencies having jurisdiction, in their sole discretion, to monitor all activities conducted by Grantee pursuant to the terms of this Grant using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All monitoring controlled by the State shall be performed in a manner that shall not unduly interfere with Grantee's performance hereunder.

D. Final Audit Report

If an audit is performed on Grantee's records for any fiscal year covering a portion of the term of this Grant, Grantee shall submit a copy of the final audit report to the State or its principal representative at the address specified herein.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

Grantee shall comply with the provisions of this §10 if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, any State records, personnel records, and information concerning individuals. Such information shall not include information required to be disclosed pursuant to the Colorado Open Records Act, CRS §24-72-101 et seq.

A. Confidentiality

Grantee shall keep all State records and information confidential at all times and to comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for State records and information in the possession of Grantee shall be immediately forwarded to the State's principal representative.

B. Notification

Grantee shall notify its agent, employees, Subgrantees, and assigns who may come into contact with State records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before they are permitted to access such records and information.

C. Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by Grantee or its agents in any way, except as authorized by this Grant or approved in writing by the State. Grantee shall provide and maintain a secure environment that ensures confidentiality of all State records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Grantee or its agents, except as permitted in this Grant or approved in writing by the State.

D. Disclosure-Liability

Disclosure of State records or other confidential information by Grantee for any reason may be cause for legal action by third parties against Grantee, the State or their respective agents. To the extent permitted by law, the Grantee shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to this §10.

11. CONFLICTS OF INTEREST

Grantee shall not engage in any business or personal activities or practices or maintain any relationships which conflict in any way with the full performance of Grantee's obligations hereunder. Grantee acknowledges that with respect to this Grant, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations to the State hereunder. If a conflict or appearance exists, or if Grantee is uncertain whether a conflict or the appearance of a conflict of interest exists, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the apparent conflict constitutes a breach of this Grant.

12. REPRESENTATIONS AND WARRANTIES

Grantee makes the following specific representations and warranties, each of which was relied on by the State in entering into this Grant.

A. Standard and Manner of Performance

Grantee shall perform its obligations hereunder in accordance with the highest standards of care, skill and diligence in the industry, trades or profession and in the sequence and manner set forth in this Grant.

B. Legal Authority – Grantee and Grantee’s Signatory

Grantee warrants that it possesses the legal authority to enter into this Grant and that it has taken all actions required by its procedures, by-laws, and/or applicable laws to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Grant, or any part thereof, and to bind Grantee to its terms. If requested by the State, Grantee shall provide the State with proof of Grantee’s authority to enter into this Grant within 15 days of receiving such request.

C. Licenses, Permits, Etc.

Grantee represents and warrants that as of the Effective Date it has, and that at all times during the term hereof it shall have, at its sole expense, all licenses, certifications, approvals, insurance, permits, and other authorization required by law to perform its obligations hereunder. Grantee warrants that it shall maintain all necessary licenses, certifications, approvals, insurance, permits, and other authorizations required to properly perform this Grant, without reimbursement by the State or other adjustment in Grant Funds. Additionally, all employees and agents of Grantee performing Services under this Grant shall hold all required licenses or certifications, if any, to perform their responsibilities. Grantee, if a foreign corporation or other foreign entity transacting business in the State of Colorado, further warrants that it currently has obtained and shall maintain any applicable certificate of authority to transact business in the State of Colorado and has designated a registered agent in Colorado to accept service of process. Any revocation, withdrawal or non-renewal of licenses, certifications, approvals, insurance, permits or any such similar requirements necessary for Grantee to properly perform the terms of this Grant shall be deemed to be a material breach by Grantee and constitute grounds for termination of this Grant.

13. INSURANCE

Grantee and its Subgrantees shall obtain and maintain insurance as specified in this section at all times during the term of this Grant: All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies satisfactory to Grantee and the State.

A. Grantee**i. Public Entities**

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended (the "GIA"), then Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. Grantee shall show proof of such insurance satisfactory to the State, if requested by the State. Grantee shall require each Grant with Subgrantees that are public entities, providing Goods or Services hereunder, to include the insurance requirements necessary to meet Subgrantee’s liabilities under the GIA.

ii. Non-Public Entities

If Grantee is not a "public entity" within the meaning of the GIA, Grantee shall obtain and maintain during the term of this Grant insurance coverage and policies meeting the same requirements set forth in §13(B) with respect to Subgrantees that are not "public entities".

B. Grantee and Subgrantees

Grantee shall require each Grant with Subgrantees, other than those that are public entities, providing Goods or Services in connection with this Grant, to include insurance requirements substantially similar to the following:

i. Worker’s Compensation

Worker’s Compensation Insurance as required by State statute, and Employer’s Liability Insurance covering all of Grantee and Subgrantee employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with

minimum limits as follows: **(a)** \$1,000,000 each occurrence; **(b)** \$1,000,000 general aggregate; **(c)** \$1,000,000 products and completed operations aggregate; and **(d)** \$50,000 any one fire. If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, Subgrantee shall immediately obtain additional insurance to restore the full aggregate limit and furnish to Grantee a certificate or other document satisfactory to Grantee showing compliance with this provision.

iii. Automobile Liability

Automobile Liability Insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

iv. Additional Insured

Grantee and the State shall be named as additional insured on the Commercial General Liability and Automobile Liability Insurance policies (leases and construction Grants require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).

v. Primacy of Coverage

Coverage required of Grantee and Subgrantees shall be primary over any insurance or self-insurance program carried by Grantee or the State.

vi. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Grantee and Grantee shall forward such notice to the State in accordance with §16 (Notices and Representatives) within seven days of Grantee's receipt of such notice.

vii. Subrogation Waiver

All insurance policies in any way related to this Grant and secured and maintained by Grantee or its Subgrantees as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

C. Certificates

Grantee and all Subgrantees shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Grant. No later than 15 days prior to the expiration date of any such coverage, Grantee and each Subgrantee shall deliver to the State or Grantee certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Grant or any subgrant, Grantee and each Subgrantee shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §13.

14. BREACH

A. Defined

In addition to any breaches specified in other sections of this Grant, the failure of either Party to perform any of its material obligations hereunder, in whole or in part or in a timely or satisfactory manner, constitutes a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 20 days after the institution or occurrence thereof, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §16. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §15. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate this Grant in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

15. REMEDIES

If Grantee is in breach under any provision of this Grant, the State shall have all of the remedies listed in this §15 in addition to all other remedies set forth in other sections of this Grant following the notice and cure period

set forth in §14(B), provided however, that the State may terminate this Grant pursuant to §15(B) without a breach. The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach

If Grantee fails to perform any of its obligations hereunder with such diligence as is required to ensure its completion in accordance with the provisions of this Grant and in a timely manner, the State may notify Grantee of such non-performance in accordance with the provisions herein. If Grantee thereafter fails to promptly cure such non-performance within the cure period, the State, at its option, may terminate this entire Grant or such part of this Grant as to which there has been delay or a failure to properly perform. Exercise by the State of this right shall not be deemed a breach of its obligations hereunder. Grantee shall continue performance of this Grant to the extent not terminated, if any.

i. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance hereunder past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work, Services and Goods not cancelled by the termination notice and may incur obligations as are necessary to do so within this Grant's terms. At the sole discretion of the State, Grantee shall assign to the State all of Grantee's right, title, and interest under such terminated orders or subgrants. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee in which the State has an interest. All materials owned by the State in the possession of Grantee shall be immediately returned to the State. All Work Product, at the option of the State, shall be delivered by Grantee to the State and shall become the State's property.

ii. Payments

The State shall reimburse Grantee only for accepted performance up to the date of termination. If, after termination by the State, it is determined that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest and the rights and obligations of the Parties shall be the same as if this Grant had been terminated in the public interest, as described herein.

iii. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee also shall remain liable to the State for any damages sustained by the State by virtue of any breach under this Grant by Grantee and the State may withhold any payment to Grantee for the purpose of mitigating the State's damages, until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due to Grantee as the State deems necessary to protect the State, including loss as a result of outstanding liens or claims of former lien holders, or to reimburse the State for the excess costs incurred in procuring similar goods or services. Grantee shall be liable for excess costs incurred by the State in procuring from third parties replacement Work, Services or substitute Goods as cover.

B. Early Termination in the Public Interest

The State is entering into this Grant for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or courts. If this Grant ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Grant in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Grant by the State for cause or breach by Grantee, which shall be governed by §15(A) or as otherwise specifically provided for herein.

i. Method and Content

The State shall notify Grantee of such termination in accordance with §16. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Grant.

ii. Obligations and Rights

Upon receipt of a termination notice, Grantee shall be subject to and comply with the same obligations and rights set forth in §15(A)(i).

iii. Payments

If this Grant is terminated by the State pursuant to this §15(B), Grantee shall be paid an amount which bears the same ratio to the total reimbursement under this Grant as the Services satisfactorily performed bear to the total Services covered by this Grant, less payments previously made. Additionally, if this Grant is less than 60% completed, the State may reimburse Grantee for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Grant) incurred by Grantee which are directly attributable to the uncompleted portion of Grantee’s obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

C. Remedies Not Involving Termination

The State, in its sole discretion, may exercise one or more of the following remedies in addition to other remedies available to it:

i. Suspend Performance

Suspend Grantee’s performance with respect to all or any portion of this Grant pending necessary corrective action as specified by the State without entitling Grantee to an adjustment in price/cost or performance schedule. Grantee shall promptly cease performance and incurring costs in accordance with the State’s directive and the State shall not be liable for costs incurred by Grantee after the suspension of performance under this provision.

ii. Withhold Payment

Withhold payment to Grantee until corrections in Grantee’s performance are satisfactorily made and completed.

iii. Deny Payment

Deny payment for those obligations not performed, that due to Grantee’s actions or inactions, cannot be performed or, if performed, would be of no value to the State; provided, that any denial of payment shall be reasonably related to the value to the State of the obligations not performed.

iv. Removal

Demand removal of any of Grantee’s employees, agents, or Subgrantees whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued relation to this Grant is deemed to be contrary to the public interest or not in the State’s best interest.

v. Intellectual Property

If Grantee infringes on a patent, copyright, trademark, trade secret or other intellectual property right while performing its obligations under this Grant, Grantee shall, at the State’s option (a) obtain for the State or Grantee the right to use such products and services; (b) replace any Goods, Services, or other product involved with non-infringing products or modify them so that they become non-infringing; or, (c) if neither of the foregoing alternatives are reasonably available, remove any infringing Goods, Services, or products and refund the price paid therefore to the State.

16. NOTICES and REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party’s principal representative at the address set forth below. In addition to, but not in lieu of a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

A. State:

TK Gwin, Project Manager
Colorado Dept. of Transportation
Division of Aeronautics
5126 Front Range Parkway
Watkins, CO 80137
Tk.gwin@dot.state.co.us

B. Grantee:

Larry Mack, Project Director
Fort Collins-Loveland Municipal
4900 Earhart Road
N/A
Loveland, CO 80538
mackl@ci.loveland.co.us

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Grantee in the performance of its obligations under this Grant shall be the property of the State and, all Work Product shall be delivered to the State by Grantee upon completion or termination hereof. The State's rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works.

18. GOVERNMENTAL IMMUNITY

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the GIA. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees is controlled and limited by the provisions of the GIA and the risk management statutes, CRS §24-30-1501, et seq., as amended.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Grant is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this §19 applies.

Grantee agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state Grants and inclusion of Grant performance information in a statewide Contract Management System.

Grantee's performance shall be subject to Evaluation and Review in accordance with the terms and conditions of this Grant, State law, including CRS §24-103.5-101, and State Fiscal Rules, Policies and Guidance. Evaluation and Review of Grantee's performance shall be part of the normal Grant administration process and Grantee's performance will be systematically recorded in the statewide Contract Management System. Areas of Evaluation and Review shall include, but shall not be limited to quality, cost and timeliness. Collection of information relevant to the performance of Grantee's obligations under this Grant shall be determined by the specific requirements of such obligations and shall include factors tailored to match the requirements of Grantee's obligations. Such performance information shall be entered into the statewide Contract Management System at intervals established herein and a final Evaluation, Review and Rating shall be rendered within 30 days of the end of the Grant term. Grantee shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that Grantee demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by CDOT and showing of good cause, may debar Grantee and prohibit Grantee from bidding on future Grants. Grantee may contest the final Evaluation, Review and Rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Grantee, by the Executive Director, upon a showing of good cause.

20. GENERAL PROVISIONS

A. Assignment and Subgrants

Grantee's rights and obligations hereunder are personal and may not be transferred, assigned or subgranted without the prior, written consent of the State. Any attempt at assignment, transfer, or subgranting without such consent shall be void. All assignments, subgrants, or Subgrantees approved by Grantee or the State are subject to all of the provisions hereof. Grantee shall be solely responsible for all aspects of subgranting arrangements and performance.

B. Binding Effect

Except as otherwise provided in §20(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

The captions and headings in this Grant are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions.

D. Counterparts

This Grant may be executed in multiple identical original counterparts, all of which shall constitute one agreement.

E. Entire Understanding

This Grant represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous additions, deletions, or other changes hereto shall not have any force or effect whatsoever, unless embodied herein.

F. Indemnification-General

To the extent permitted by law, Grantee shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Grantee, or its employees, agents, Subgrantees, or assignees pursuant to the terms of this Grant; however, the provisions hereof shall not be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions, of the GIA, or the Federal Tort Claims Act, 28 U.S.C. 2671 et seq., as applicable, as now or hereafter amended. If Grantee is a "public entity" within the meaning of GIA, liability is controlled and limited by the provisions of the GIA.

G. Jurisdiction and Venue

All suits, actions, or proceedings related to this Grant shall be held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

H. Modification

i. By the Parties

Except as specifically provided in this Grant, modifications of this Grant shall not be effective unless agreed to in writing by the Parties in an amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law, State Fiscal Rules, and Office of the State Controller Policies, including, but not limited to, the policy entitled MODIFICATIONS OF CONTRACTS - TOOLS AND FORMS.

ii. By Operation of Law

This Grant is subject to such modifications as may be required by changes in federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Grant on the effective date of such change, as if fully set forth herein.

I. Order of Precedence

The provisions of this Grant shall govern the relationship of the Parties. In the event of conflicts or inconsistencies between this Grant and its exhibits and attachments including, but not limited to, those provided by Grantee, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Colorado Special Provisions,

- ii. The provisions of the main body of this Grant,
- iii. Exhibit A, and
- iv. Exhibit B.

J. Severability

Provided this Grant can be executed and performance of the obligations of the Parties accomplished within its intent, the provisions hereof are severable and any provision that is declared invalid or becomes inoperable for any reason shall not affect the validity of any other provision hereof.

K. Survival of Certain Grant Terms

Notwithstanding anything herein to the contrary, provisions of this Grant requiring continued performance, compliance, or effect after termination hereof, shall survive such termination and shall be enforceable by the State if Grantee fails to perform or comply as required.

L. Taxes

The State is exempt from all federal excise taxes under IRC Chapter 32 (No. 84-730123K) and from all State and local government sales and use taxes under CRS §§39-26-101 and 201 et seq. Such exemptions apply when materials are purchased or services rendered to benefit the State; provided however, that certain political subdivisions (e.g., City of Denver) may require payment of sales or use taxes even though the product or service is provided to the State. Grantee shall be solely liable for paying such taxes as the State is prohibited from paying for or reimbursing Grantee for them.

M. Third Party Beneficiaries

Enforcement of this Grant and all rights and obligations hereunder are reserved solely to the Parties, and not to any third party. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

N. Waiver

Waiver of any breach of a term, provision, or requirement of this Grant, or any right or remedy hereunder, whether explicitly or by lack of enforcement, shall not be construed or deemed as a waiver of any subsequent breach of such term, provision or requirement, or of any other term, provision, or requirement.

O. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards under CRS §24-103.5-101, if any, are subject to public release through the Colorado Open Records Act, CRS §24-72-101, et seq.

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21. COLORADO SPECIAL PROVISIONS

These Special Provisions apply to all Grants except where noted in italics.

A. CONTROLLER'S APPROVAL. CRS §24-30-202 (1)

This Grant shall not be deemed valid until it has been approved by the Colorado State Controller or designee.

B. FUND AVAILABILITY. CRS §24-30-202(5.5)

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY

No term or condition of this Grant shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

D. INDEPENDENT CONTRACTOR

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Unemployment insurance benefits will be available to Grantee and its employees and agents only if such coverage is made available by Grantee or a third party. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Grant. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Grantee shall **(a)** provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, **(b)** provide proof thereof when requested by the State, and **(c)** be solely responsible for its acts and those of its employees and agents.

E. COMPLIANCE WITH LAW.

Grantee shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this grant. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this Grant, to the extent capable of execution.

G. BINDING ARBITRATION PROHIBITED.

The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this Grant or incorporated herein by reference shall be null and void.

H. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00

State or other public funds payable under this Grant shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Grant and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Grant, including, without limitation, immediate termination of this Grant and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. CRS §§24-18-201 and 24-50-507

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Grant. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

J. VENDOR OFFSET. CRS §§24-30-202 (1) and 24-30-202.4

[Not applicable to intergovernmental agreements] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

K. PUBLIC GRANTS FOR SERVICES. CRS §8-17.5-101

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Grant and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Grant, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c). Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant or enter into a grant with a Subgrantee that fails to certify to Grantee that the Subgrantee shall not knowingly employ or contract with an illegal alien to perform work under this Grant. Grantee (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Grant is being performed, (b) shall notify the Subgrantee and the granting State agency within three days if Grantee has actual knowledge that a Subgrantee is employing or contracting with an illegal alien for work under this Grant, (c) shall terminate the subgrant if a Subgrantee does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the State program, Grantee shall deliver to the granting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the granting State agency, institution of higher education or political subdivision may terminate this Grant for breach and, if so terminated, Grantee shall be liable for damages.

L. PUBLIC GRANTS WITH NATURAL PERSONS. CRS §24-76.5-101

Grantee, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that he or she (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced one form of identification required by CRS §24-76.5-103 prior to the effective date of this Grant.

SPs Effective 1/1/09

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CDOT - Aeronautics Division
 CDAG: 12-FNL-I01
 ROUTING #: 12 HAV 40274
 SAP PO #: 291001132
 CMS #: 40274

22. SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS GRANT

* Persons signing for Grantee hereby swear and affirm that they are authorized to act on Grantee's behalf and acknowledge that the State is relying on their representations to that effect.

<p style="text-align: center;">GRANTEE City of Fort Collins</p> <p>By: _____ Print Name of Authorized Individual</p> <p>Title: _____ Print Title of Authorized Individual</p> <p style="text-align: center;">_____ *Signature</p> <p>Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO John W. Hickenlooper, Governor Colorado Department of Transportation Donald E. Hunt – Executive Director</p> <hr/> <p>By: David C. Gordon, Aeronautics Division Director Signatory avers to the State Controller or delegate that Grantee has not begun performance or that performance is authorized by federal law or a Statutory Violation waiver has been requested under Fiscal Rules</p> <p>Date: _____</p>
<p style="text-align: center;">GRANTEE City of Loveland</p> <p>By: _____ Print Name of Authorized Individual</p> <p>Title: _____ Print Title of Authorized Individual</p> <p style="text-align: center;">_____ *Signature</p> <p>Date: _____</p>	<p>INTENTIONALLY LEFT BLANK</p>

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State grants. This Grant is not valid until signed and dated below by the State Controller or delegate. Grantee is not authorized to begin performance until such time. If Grantee begins performing prior thereto, the State of Colorado is not obligated to pay Grantee for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER
David J. McDermott, CPA

By: _____
Colorado Department of Transportation

Date: _____



COLORADO DISCRETIONARY AVIATION GRANT INTERN APPLICATION



APPLICANT INFORMATION			
APPLICANT AGENCY (Airport Sponsor) Cities of Fort Collins and Loveland----Fort Collins/Loveland Airport			
MAILING ADDRESS 4900 Earhart Road		CITY Loveland	ZIP CODE 80538-
PHONE NUMBER (970) 962-2852	FAX (970) 962-2855	EMAIL liconj@ci.loveland.co.us	
PROJECT PERIOD (mm/dd/yyyy)	FROM 1/1/2012	TO 12/31/2012	

[Signature]
Airport Director
11/4/2012

Signature – Sponsoring Agency, Title
Date (mm/dd/yyyy)

RETURN ORIGINAL APPLICATION TO:

Colorado Department of Transportation
Division of Aeronautics
5126 Front Range Parkway
Watkins, CO 80137

Telephone: (303) 261-4418
FAX: (303) 261-9608

Or email to:
christine.eldridge@dot.state.co.us

INTERNSHIP CURRICULUM & SCHEDULE Please check if syllabus is attached.

Twelve month internship, 40 hour work week

INTERN FUNDING SUMMARY

CDAG \$14,560	Local \$14,560
---------------	----------------

TOTAL \$29,120.00

BUDGET SUMMARY

Number of Interns requested:

	CDAG	%	Local	%	TOTAL
1.intern	\$14,560.00	50.0%	\$14,560.00	50.0%	\$29,120.00
2.				0.0%	\$0.00
PROJECT GRAND TOTAL					\$29,120.00

INTERN PROJECT DIRECTOR

NAME Larry Mack		
MAILING ADDRESS 4900 Earhart Road		CITY, STATE Loveland
ZIP CODE 80538-		
PHONE NUMBER (970) 962-2853	FAX (970) 962-2855	EMAIL mackl@ci.loveland.co.us

LOCATION OF PROJECT FISCAL RECORDS (Complete only if different than Intern Project Director)

NAME Fort Collins/Loveland Airport		
MAILING ADDRESS 4900 Earhart Road		CITY, STATE Loveland
ZIP CODE 80538-		
PHONE NUMBER (970) 962-2853	FAX (970) 962-2855	EMAIL mackl@ci.loveland.co.us

Fort Collins-Loveland Municipal Airport

Internship Manual

Program Syllabus Program Progress Checklist References

Fort Collins-Loveland Municipal Airport
4900 Earhart Road
Loveland, CO 80538
(970)-962-2851
(970-962-2855 (Fax)
www.fortloveair.com

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I. GENERAL

This manual was produced as a guide in establishing and carrying out a collegiate internship program for the Fort Collins-Loveland Municipal Airport. The internship functions and activities described in this manual are intended to provide an all around introduction to professional airport management and operations at a public use large general aviation airport. Where possible, programs associated with commercial service (FAR Part 139 Certificated) airports is also included. This program further intends that the student/intern will benefit by gaining actual experience and exposure to the operational functions of a public airport, while the airport will benefit by gaining an enthusiastic worker who wants to learn as much as possible in this specific area. The aviation industry and the people of Colorado will benefit by the enhancement of the education and preparation of the people who will be the future airport operators of Colorado.

This manual follows at a minimum, the Airport Internship curriculum published by the Colorado Department of Transportation Aeronautics Division, and the recommendations of the American Association of Airport Executives (AAAE).

II. WORK RESPONSIBILITIES

The intern's work duties will be directly related to the operation of the airport, and will involve both inside and outside work. Work duties will generally include airport management functions, airfield operations, airport maintenance activities (including operation of maintenance equipment) airport finance and budgeting, marketing and promotions, aircraft rescue and fire fighting, and special projects. While the intern will work directly for the Airport Manager, he/she may routinely work under the supervision of other airport staff members.

Fort Collins-Loveland Municipal Airport
INTERNSHIP PROGRAM SYLLABUS OUTLINE

The intern position is intended to be exposed to the following areas of airport management and operations during the program. At the end of the internship period, the intern is intended to be able to either demonstrate adequate knowledge in each of these areas, and/or to adequately perform the noted functions to a degree reasonably consistent with the level or amount of exposure which has been achieved in these areas during the program.

A. AIRPORT ADMINISTRATION

1. **Minimum Standards** - Demonstrate knowledge of document, why it is necessary, and how it is applied.
2. **Airport Rules and Regulations** - Demonstrate knowledge of document, why it is necessary, and how it is applied.
3. **Standard Form of Ground Lease Agreement** - Demonstrate understanding of terms and conditions, and circumstances under which deviations would be considered.
4. **Standard Form of T-Hangar Lease Agreement** - Demonstrate knowledge of document, why it is necessary, and how it is applied.
5. **Storm Water Management Plan** - Demonstrate familiarity with the plan and a basic understanding of the regulations requiring the plan and how it is enforced. Conduct an actual storm water inspection, and complete all necessary forms for filing with the State of Colorado.
6. **Spill Prevention Control and Countermeasures Plan** - Demonstrate knowledge of document, why it is necessary, and how it is applied.
7. **Special Projects, Reports, Surveys Etc.** - Is able to follow instructions and work independently in carrying out special projects which may require substantial research, and written or oral reports which document results.
8. **Contract Negotiations** - Demonstrates understanding of issues justifying negotiation of leases, service agreements, or consultant contracts.
9. **Asset Inventory System** - Is able to carry out the identification, cataloging, and tagging of assets, including conducting an equipment audit.
10. **Computer System/Network** - Possesses the skills to competently operate a personal computer which is networked with others, including proficiency with

standardized software programs used in the daily management and operations of the airport.

11. **Personnel Manual** - Has read and is familiar with the personnel regulations of the organization, and can reference back to the appropriate documents when necessary.
12. **By-Laws and Airport Board Relations** - Understands the makeup of the Steering Committee, Inter-Governmental Agreement relating to it, and has attended Committee meetings and/or made oral presentations to the Steering Committee on various subjects.

B. AIRPORT FINANCE

1. **Annual Budget and Preparation** - Has reviewed and is familiar with the annual airport budget, understands the circumstances under which funds from the budget are to be expended/earned, and has assisted with the budget's preparation.
2. **Purchasing Policy and Practices** - Has reviewed and is familiar with the rules for the purchase of goods and services, and has conducted purchases and solicited bids for services.
3. **Accounts Payable and Receivable** - Has a working knowledge of the collection of revenues and payment of expenses, and has carried out computer entry requirements for both.
4. **Petty Cash Procedures** - Can determine when petty cash expenditures are warranted and are familiar with reimbursement procedures.
5. **Budget Deviations** - Has a basic understanding of circumstances which may warrant a deviation from the established budget, and knows how to go about obtaining approval for same.
6. **Emergency Purchases** - Has a basic understanding of circumstances which may warrant an emergency purchase, and is familiar with the airport's policy on same.

C. FEDERAL AVIATION ADMINISTRATION REQUIREMENTS

1. **Relevant Federal Aviation Regulations** - Knows which FAR's are relevant to normal airport operations, and can reference details of each to solve problems or answer questions.
2. **Advisory Circular System** - Is familiar with the FAA AC system, knows how they are organized, and can competently reference them to solve operational problems or answer questions.

3. **Notice to Airmen (NOTAMS)** - Understands what they are, what circumstances warrant their issuance, and can competently write, issue, and disseminate same.
4. **Grant Applications/Assurances** - Has been exposed to the grant application and grant assurance process, and understands the steps required to obtain a federal grant.
5. **CAB Grant Applications** - Has been exposed to the grant application and grant assurance process, and understands the steps required to obtain a state grant.

D. **ENGINEERING**

1. **Plans Filing System** - Is familiar with the method used to organize and file plan drawings, and can file or locate plans when necessary.
2. **Reading/Interpreting Drawings** - Can read and accurately interpret the basic features of design plans, and how they relate to airport operational characteristics.
3. **Specifications and Bid Documents** - Is familiar with the basic inclusions of a specification/bid document, and can locate sections relevant to airport operational safety.
4. **Plans Review** - Has reviewed a set of partial plans for airport planning and operational considerations.
5. **Construction Safety/Phasing Plans** - Has been involved with the planning, and conduct of on-going airfield safety during both the design and construction process of a project.
6. **Airport Layout Plan (ALP)** - Understands the importance of an ALP, is familiar with its contents, and is capable of using it in carrying out his/her regular duties.

E. **AIRPORT OPERATIONS**

1. **Airport Safety Self Inspection Program** - Knows how to properly conduct a safety self inspection, and can conduct one with little to no direct supervision.
2. **Building Area Inspections** - Knows what to look for during a safety inspection within the building areas of the airport.

3. **Airport Security Plan** - Is familiar with the Airport Security Plan, has conducted enforcement activities of the plan, and can issue and maintain the ID card system of the airport.
4. **Airfield Escorts** - Has conducted escorts of persons, vehicles and equipment requiring access to the restricted portions of the airport.
5. **Wildlife Control** - Understands the hazards of wildlife in the airport environment, and has carried out activities in their control or removal from the airport.
6. **NOTAM Issuance** - Is capable of identifying situations warranting the issuance of NOTAMS, and can write, issue and disseminate NOTAMS.
7. **Snow and Ice Control Plan** - Is capable of identifying snow and ice threats, and carrying out the plan, including directing priorities for snow removal. Also includes the operation of snow removal equipment during events, and conducting airfield inspections for field condition reporting.
8. **Company Radio Communications** - Is capable of routinely using the company radio system in the manner necessary to fulfill work obligations.
9. **Aeronautical Communications** - Has become familiar with typical aeronautical communications language and use, and can appropriately apply these skills in carrying out his/her duties.
10. **Standard Phraseology** - Has learned the phonetic alphabet and standard aeronautical phraseology and uses it in his/her normal work routine.
11. **Pager Operations and Requirements** - Knows of the requirements in carrying and using an airport issued pager.
12. **Aircraft Recognition** - Can recognize by make and model those types of aircraft that frequent the airport, and knows of the basic seating and operating characteristics.
13. **FBO/Aircraft Ground Operations** - Has a basic knowledge of FBO and aircraft ground handling operations, including types of equipment and their use.
14. **Fuel Farm and Mobile Refuelers** - Has a basic knowledge of airport fuel farm and mobile refueler equipment and their operations.
15. **After Hours On Call Policy** - Has worked on call hours and responded to the airport after hours for emergencies or other related issues.
16. **Part 77 Surfaces** - Is familiar with the imaginary surfaces defined by FAR

Part 77, and can reference it in working through airspace obstruction issues.

17. **Airspace Studies** - Can collect relevant information pertaining to an airspace study, and has completed the appropriate forms for transmitting to the FAA.
18. **Surrounding Land Use** - Understands the nature of incompatible land uses, and has participated in the review of proposed development near the airport.

F. AIRPORT MAINTENANCE

1. **Buildings Maintenance** - Has assisted maintenance division with general repairs and maintenance on hangars and buildings.
2. **Pavement Maintenance and Repairs** - Is familiar with the various methods for conducting repairs to paved surfaces and the pavement maintenance program, and has assisted the maintenance division in carrying out typical maintenance and repair activities.
3. **Airfield Lighting Fixtures and Equipment** - Understands the operation of the airfield lighting system and electrical vault, and has assisted the maintenance division in repairing equipment and systems.
4. **Custodial** - Has assisted the maintenance division in carrying out routine and special custodial functions.
5. **Airfield Mowing and Weed Control** - Can operate airport tractors and mowing equipment, and has conducted typical mowing and weed control operations on the airport.
6. **Equipment Maintenance** - Has knowledge of the basic principles of preventive maintenance on equipment, and has assisted the maintenance division in performing routine or special maintenance on equipment.

G. AIRCRAFT RESCUE AND FIRE FIGHTING

1. **ARFF Truck Inspection and Operations** - Can conduct a regular preventive maintenance and equipment check on an aircraft rescue vehicle, and reasonably understands the performance of the truck, and has operated the vehicle.
2. **Personal Protection Equipment (PPE) Use** - Knows the requirements and operating parameters of PPE, including maintenance and upkeep, and can don and use the equipment properly.
3. **SCBA Use** - Can competently inspect, operate, and use self contained breathing apparatus, along with PPE.

4. **ARFF Policies** - Is familiar with the requirements and limitations placed on airport fire fighters through current policies.
5. **Live Burn Scenario** - If available, attend annual live fire training and conduct actual live fire extinguishing activities.
6. **Airport Emergency Plan** - Is familiar with the Airport Emergency Plan, and is capable of activating and carrying out the plan.
7. **Mutual Aid Communications** - Is capable of conducting and following the established communication procedures with mutual aid agencies in the event of an emergency.
8. **Documenting Incidents/Accidents** - Is capable of adequately documenting on behalf of the airport, the details of aircraft incidents and accidents.
9. **Preservation of Scene** - Understands and complies with the requirements of preserving the scene of an accident.
10. **FAA and NTSB Notifications** - Knows how and who to contact in properly reporting an incident or accident.

H. **MARKETING AND PROMOTIONS**

1. **Public Presentation** - If available, has conducted a public presentation to assist in the marketing of the airport within the local community.
2. **Marketing Literature** - Is familiar with marketing literature and knows when and how to properly distribute same.
3. **Development Opportunities** - Can speak intelligently concerning the opportunities for development on the airport.
4. **Media Relations and Press Releases** - Knows under what circumstances to provide press releases, and is familiar with generally acceptable practices concerning releasing information to the media about the airport or incidents occurring at the airport.
5. **Airport Tour Program** - Has conducted tours of the airport facility to school groups and other similar organizations.

I. **CAPITAL IMPROVEMENT PROGRAM**

1. **Airport Master Plan** - Has reviewed and is generally familiar with the Airport Master Plan and the airport's long term development goals.

2. **Six Year Capital Improvement Program (CIP)** - Knows the contents of the 6 year CIP, and importance of annually updating same.
3. **FAA and State Reporting Requirements** - Knows the requirements for updating and submittal of capital improvement programs.
4. **Construction Project Safety, Coordination and Monitoring** - Can successfully monitor construction projects on an on-going basis, to ensure compatibility with plans and safety on the airport.

Fort Collins-Loveland Municipal Airport INTERN PROGRAM

PROGRAM PROGRESS CHECKLIST

This checklist will be completed periodically throughout the course of the internship, and again at the end, to document the students ability to adequately demonstrate knowledge or performance in each of the required areas.

NAME: _____

PERIOD ENDING: _____

**ADEQUATELY
DEMONSTRATES/
PERFORMS**

YES NO

A. AIRPORT ADMINISTRATION

- | | | | |
|-----|--|--------------------------|--------------------------|
| 1. | Minimum Standards | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. | Airport Rules and Regulations | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. | Standard Form of Ground Lease Agreement | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. | Standard Form of T-Hangar Lease Agreement | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. | Storm Water Management Plan (SWMP) | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. | Spill Prevention Control & Countermeasures Plan (SPCC) | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. | Special Projects, Reports, Surveys, etc. | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. | Contract Negotiations | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. | Asset Inventory System | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. | Computer System/Network | <input type="checkbox"/> | <input type="checkbox"/> |
| 11. | Personnel Manual | <input type="checkbox"/> | <input type="checkbox"/> |
| 12. | By-Laws and Airport Board Relations | <input type="checkbox"/> | <input type="checkbox"/> |

Reviewers Comments: _____

**ADEQUATELY
DEMONSTRATES/
PERFORMS**

YES NO

B. AIRPORT FINANCE

- | | | | |
|----|----------------------------------|--------------------------|--------------------------|
| 1. | Annual Budget and Preparation | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. | Purchasing Policy and Practices | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. | Accounts Payable and Receivables | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. | Petty Cash Procedures | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. | Budget Deviations | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. | Emergency Purchases | <input type="checkbox"/> | <input type="checkbox"/> |

Reviewers Comments: _____

C. FEDERAL AVIATION ADMINISTRATION REQUIREMENTS

- | | | | |
|----|-------------------------------|--------------------------|--------------------------|
| 1. | Relevant FAR's | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. | Advisory Circular System | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. | Notice To Airmen (NOTAMS) | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. | Grant Applications/Assurances | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. | CAB Grant Applications | <input type="checkbox"/> | <input type="checkbox"/> |

Reviewers Comments: _____

**ADEQUATELY
DEMONSTRATES/
PERFORMS**

YES NO

D. ENGINEERING

- | | | | |
|----|-----------------------------------|--------------------------|--------------------------|
| 1. | Plans Filing System | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. | Reading/Interpreting Drawings | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. | Specifications and Bid Documents | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. | Plans Review | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. | Construction Safety/Phasing Plans | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. | Airport Layout Plan (ALP) | <input type="checkbox"/> | <input type="checkbox"/> |

Reviewers Comments: _____

E. AIRPORT MAINTENANCE

- | | | | |
|-----|--|--------------------------|--------------------------|
| 7. | Buildings Maintenance | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. | Pavement Maintenance and Repairs | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. | Airfield Lighting Fixtures and Equipment | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. | Custodial | <input type="checkbox"/> | <input type="checkbox"/> |
| 11. | Airfield Mowing & Weed Control | <input type="checkbox"/> | <input type="checkbox"/> |
| 12. | Equipment Maintenance | <input type="checkbox"/> | <input type="checkbox"/> |

Reviewers Comments: _____

**ADEQUATELY
DEMONSTRATES/
PERFORMS**

YES NO

F. AIRPORT OPERATIONS

- | | | | |
|-----|---|--------------------------|--------------------------|
| 1. | Airport Inspection Program | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. | Building Area Inspections | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. | Airport Security Plan | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. | Airfield Escorts | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. | Wildlife Control | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. | NOTAM Issuance | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. | Snow and Ice Control Plan and Reporting | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. | Company Radio Communications | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. | Aeronautical Communications | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. | Standard Phraseology | <input type="checkbox"/> | <input type="checkbox"/> |
| 11. | Pager Operations and Requirements | <input type="checkbox"/> | <input type="checkbox"/> |
| 12. | Aircraft Recognition | <input type="checkbox"/> | <input type="checkbox"/> |
| 13. | FBO/Aircraft Ground Operations
and Support Equipment | <input type="checkbox"/> | <input type="checkbox"/> |
| 14. | Fuel Farm and Mobile Refuelers | <input type="checkbox"/> | <input type="checkbox"/> |
| 15. | After Hours On Call Policy and Procedures | <input type="checkbox"/> | <input type="checkbox"/> |
| 16. | Part 77 Surfaces | <input type="checkbox"/> | <input type="checkbox"/> |
| 17. | Airspace Studies | <input type="checkbox"/> | <input type="checkbox"/> |
| 18. | Surrounding Land Uses | <input type="checkbox"/> | <input type="checkbox"/> |

Reviewers Comments: _____

**ADEQUATELY
DEMONSTRATES/
PERFORMS**

YES NO

G. EQUIPMENT OPERATIONS

- | | | | |
|----|---------------------------------------|--------------------------|--------------------------|
| 1. | Snow Removal Equipment and Operations | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. | Operations Vehicle | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. | Heavy Equipment Operations | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. | Small Equipment Operations | <input type="checkbox"/> | <input type="checkbox"/> |

Reviewers Comments: _____

H. AIRCRAFT RESCUE AND FIRE FIGHTING

- | | | | |
|-----|---|--------------------------|--------------------------|
| 1. | ARFF Truck Inspection and Operations | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. | Personal Protection Equipment (PPE) Use | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. | SCBA Use | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. | ARFF Policies | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. | Live Burn Scenario | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. | Airport Emergency Plan | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. | Mutual Aid Communications | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. | Documenting Incidents/Accidents | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. | Preservation of Scene | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. | FAA, NTSB notifications | <input type="checkbox"/> | <input type="checkbox"/> |

Reviewers Comments: _____

**ADEQUATELY
DEMONSTRATES/
PERFORMS**

YES NO

I. MARKETING AND PROMOTIONS

- | | | | |
|----|------------------------------------|--------------------------|--------------------------|
| 1. | Public Presentation | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. | Marketing Literature | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. | Development Opportunities | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. | Media Relations and Press Releases | <input type="checkbox"/> | <input type="checkbox"/> |

Reviewers Comments: _____

J. CAPITAL IMPROVEMENT PROGRAM

- | | | | |
|----|--|--------------------------|--------------------------|
| 1. | Airport Master Plan | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. | Six Year Capital Improvement Program (CIP) | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. | FAA and State Reporting Requirements | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. | Construction Project Safety, Coordination and Monitoring | <input type="checkbox"/> | <input type="checkbox"/> |

Reviewers Comments: _____

Reviewers Signature: _____ Date: _____

REFERENCE DOCUMENTS

FEDERAL AVIATION REGULATIONS

- FAR Part 139
- TSAR Part 1542
- FAR Part 77

FAA ADVISORY CIRCULARS

- Airport Safety Self Inspection / AC 150/5200-18B
- Operational Safety on Airports During Construction / AC 150/5370-2C
- Airport Master Plans / AC 150/5070-6A
- Standard for Airport Markings / AC 150/5340-1H
- Airport Design / AC 150/5300-13
- Notices to Airmen for Airport Operators / AC 150/5200-28B
- Airport Winter Safety Operations / AC 150/5200-30A
- Debris Hazards at Civil Airports / AC 150/5380-5B

FORT COLLINS-LOVELAND MUNICIPAL AIRPORT DOCUMENTS

- Minimum Standards for Commercial Activities
- Airport Rules and Regulations
- By-Laws of the Fort Collins-Loveland Municipal Airport
- Public Airport Authority Act
- Storm Water Management Plan
- Spill Prevention Control and Countermeasures Plan
- Airport Security Plan
- Airport Budget and Rates and Charges
- Ground Lease Agreement
- T-Hangar Lease Agreement
- Storage Unit Lease Agreement
- NOTAM Logbook and Computer Files
- Surrounding Land Use Guidelines
- Airport Emergency Plan

EXHIBIT B - RESOLUTION

WHEREAS:

The General Assembly of the State of Colorado declared in Title 43 of the Colorado revised Statutes, Article 10, 1991 in CRS §43-10-101 (the Act) "... that there exists a need to promote the safe operations and accessibility of general aviation in this state; that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of this state is crucial in the event of a medical or other type of emergency..."

The Act created the Colorado Aeronautical Board ("the Board") to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics ("the Division") to carry out the directives of the Board, including technical and planning assistance to airports and the administration of the state aviation system grant program. SEE CRS §43-10-103 and C.R.S. §43-10-105 and CRS §43-10-108.5 of the Act.

Any entity operating a public-accessible airport in the state may file an application for and be recipient of a grant to be used solely for aviation purposes. The Division is authorized to assist such airports as request assistance by means of a Resolution passed by the applicant's duly-authorized governing body, which understands that all funds shall be used exclusively for aviation purposes and that it will comply with all grant procedures and requirements as defined in the Division's Aviation Grant Management Manual, revised 2009, ("the Manual").

NOW, THEREFORE, BE IT RESOLVED THAT:

The City of Fort Collins and **The City of Loveland**, as duly authorized governing bodies of the grant applicants, hereby formally requests assistance from the Colorado Aeronautical Board and the Division of Aeronautics in the form of a state aviation system grant. **The City of Fort Collins** and the **City of Loveland** state that such grant shall be used solely for aviation purposes, as determined by the State, and as generally described in the Application.

Each airport-operating entity that applies for and accepts a grant that it thereby makes a COMMITMENT

- a) to keep the airport facility accessible to, and open to, the public during the entire useful life of the grant funded improvements/ equipment; or b) to reimburse the Division for any unexpired useful life of the improvements/ equipment, on a pro-rata basis.

By signing this grant agreement, the applicant commits to keep open and accessible for public use all grant funded facilities, improvements and services for their useful life, as determined by the Division and stated in the Grant Agreement.

FURTHER BE IT RESOLVED:

That **The City of Fort Collins** and the **City of Loveland** hereby designates **Larry Mack** as the Project Director, as described in the Manual and authorizes the Project Director to act in all matters relating to the work project proposed in the Application in its behalf, including executions of the grant contract.

FURTHER:

The City of Fort Collins and **The City of Loveland** has appropriated or will appropriate or otherwise make available in a timely manner all funds, if any, that are required to be provided by the Applicant under the terms and conditions of the grant contract.

FINALLY:

The City of Fort Collins and **The City of Loveland** hereby accepts all guidelines, procedures, standards and requirements described in the Manual as applicable to the performance of the grant work and hereby approves the grant contract submitted by the State, including all terms and conditions contained therein.

City of Fort Collins , Grantee

City of Loveland, Grantee

ATTEST

ATTEST



CITY OF LOVELAND
PUBLIC WORKS DEPARTMENT

Administration Offices · 410 East Fifth Street · Loveland, Colorado 80537
(970) 962-2555 · FAX (970) 962-2908 · TDD (970) 962-2620

AGENDA ITEM: 6
MEETING DATE: 4/3/2012
TO: City Council
FROM: David Klockeman, City Engineer, Public Works Department
PRESENTER: David Klockeman, City Engineer

TITLE:

Motion to award the construction contract for 2012 Street Resurfacing Program, Asphalt Paving (Schedule AP - Project ENSR10-AP) to Coulson Excavating Company

RECOMMENDED CITY COUNCIL ACTION:

Adopt a motion to award the construction contract for 2012 Street Resurfacing Program, Asphalt Paving Contract (Schedule AP) to Coulson Excavating Company of Loveland, Colorado in the amount of \$1,055,000.00 and authorize the City Manager to execute the contract.

OPTIONS:

1. Adopt the action as recommended
2. Deny the action
3. Adopt a modified action (specify in the motion)
4. Refer back to staff for further development and consideration
5. Adopt a motion continuing the item to a future Council meeting

DESCRIPTION:

This is an administrative action to award the 2012 Street Resurfacing Program, Asphalt Paving (Schedule AP) contract to Coulson Excavating Company of Loveland, Colorado in the amount of \$1,055,000.00 and Authorization for City Manager to execute the contract.

BUDGET IMPACT:

- Positive
 Negative
 Neutral or negligible

Funding is available in the Adopted 2012 Budget.

SUMMARY:

Approval of this item extends the 2010 Street Resurfacing Program, Asphalt Paving (Schedule AP - Project ENSR10-AP) contract to Coulson Excavating Company of Loveland, Colorado for

work to be completed in 2012. The funding for Schedule AP shown below is budgeted in the annual Street Resurfacing Program, included in the 2012 adopted City budget.

<u>Contractor</u>	<u>Item</u>	<u>Extension Amount</u>
Coulson Excavating Co.	Schedule AP	\$1,055,000.00

The contract documents for the 2010 Street Resurfacing Program included a clause to allow the extension of the contract for three additional years in one-year periods, if beneficial to both parties. 2012 is the second extension year for the AP contract which covers our asphalt paving and maintenance of City streets, cul-de-sacs and parking areas. In order to accept price increases, the Contractor is required to provide specific information to the City detailing changes in fixed costs associated with the required work. Cost increases are allowed for items that are out of the control of the contractor (i.e. increases in the costs of raw materials and fuel for equipment). These contracts are especially sensitive to petroleum related price increases. Using the provisions of the contract, the City was able to reach acceptable terms with Coulson Excavating Company with a \$3.55/ton increase to the 2012 program prices.

Schedule AP: The work under the Schedule AP consists of the following: structural overlays to improve the durability of existing streets; reconstruction of failed pavement sections, either patching or replacement; and construction of new pavement sections such as turn lanes or completing partial roads to improve traffic operation. With a structural overlay, a two-inch asphalt lift is applied to the street surface. A structural overlay, with periodic minor maintenance, normally adds 9 to 12 years of life to a street. The project will also include reconstruction work on streets that have deteriorated beyond maintenance or for utility repair work. The existing pavement section is removed to a depth of four to eight inches and replaced with five to nine inches of asphalt. Reconstructed streets will normally last 15 to 20 years with only periodic minor maintenance (e.g. chip sealing).

Highlights of the Schedule AP include: resurfacing an estimated 148,000 square yards of existing City roadways.

REVIEWED BY CITY MANAGER:

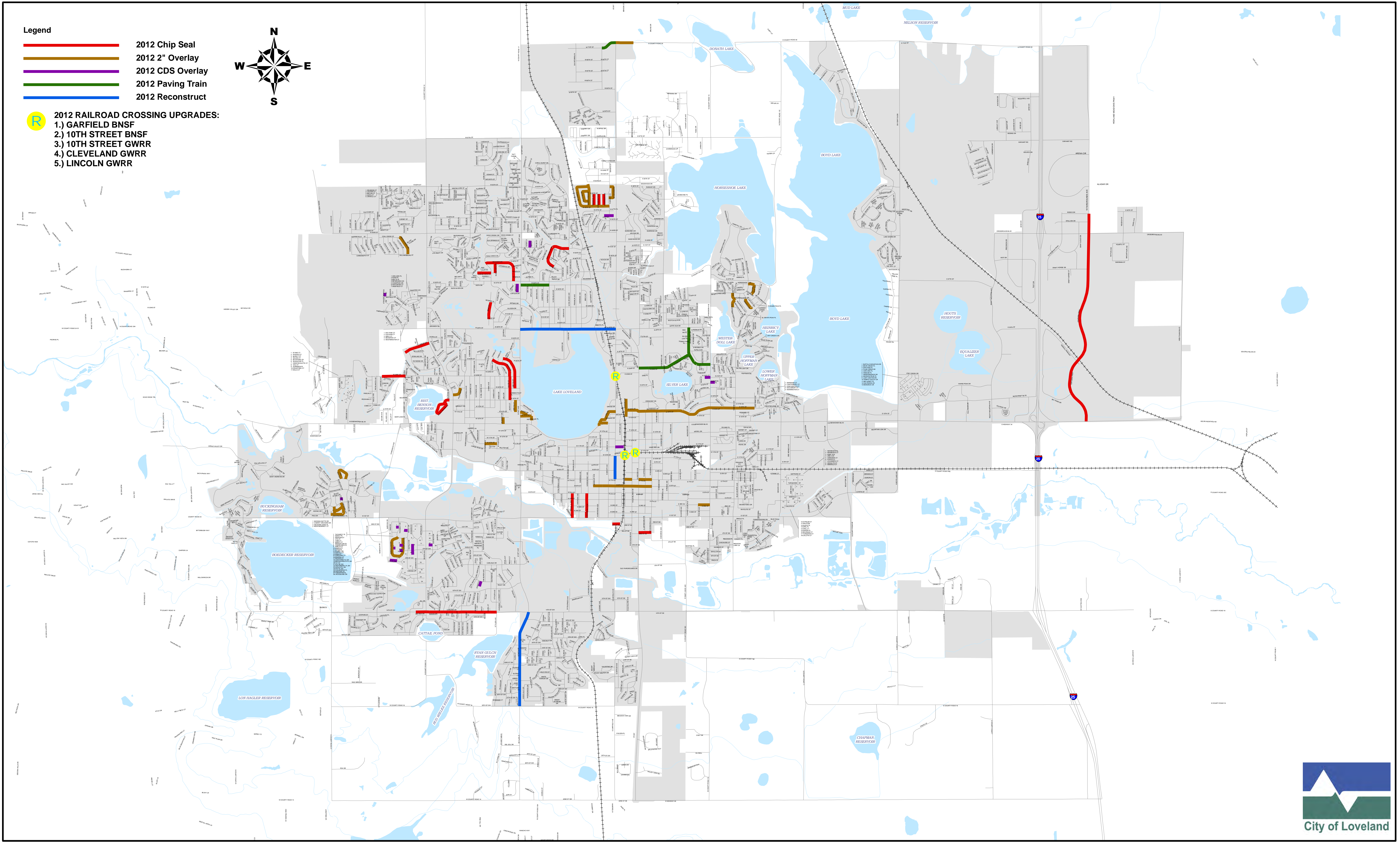
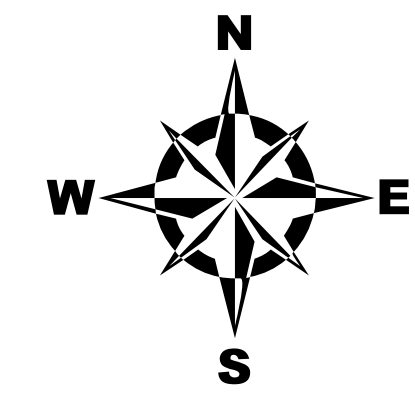


LIST OF ATTACHMENTS:

Map

PW STREET RESURFACING PROGRAM PROPOSED 2012, 11-15-11

- Legend**
-  2012 Chip Seal
 -  2012 2" Overlay
 -  2012 CDS Overlay
 -  2012 Paving Train
 -  2012 Reconstruct
-  2012 RAILROAD CROSSING UPGRADES:
- 1.) GARFIELD BNSF
 - 2.) 10TH STREET BNSF
 - 3.) 10TH STREET GWRR
 - 4.) CLEVELAND GWRR
 - 5.) LINCOLN GWRR





CITY OF LOVELAND
 CULTURAL SERVICES /MUSEUM •ART IN PUBLIC PLACES
 503 N. Lincoln Avenue • Loveland, Colorado 80537
 (970) 962-2410 • FAX (970) 962-2910 • TDD (970) 962-2833

AGENDA ITEM: 7
MEETING DATE: 4/3/2012
TO: City Council
FROM: Susan Ison, Cultural Services Department
PRESENTER: Jan Sawyer

TITLE:

Public Hearing and consideration of an ordinance on first reading enacting a supplemental budget and appropriation to the 2012 City of Loveland budget for donations to fund the Foote Lagoon Concert Series, the Phyllis Walbye film series, the grand opening reception for the Rialto Theater Center and a chandelier commissioned as a public art piece for the Rialto Theater Center.

RECOMMENDED CITY COUNCIL ACTION:

Conduct a public hearing and approve the ordinance on first reading

OPTIONS:

1. Adopt the action as recommended
2. Deny the action
3. Adopt a modified action (specify in the motion)
4. Refer back to staff for further development and consideration
5. Adopt a motion continuing the item to a future Council meeting

DESCRIPTION:

This is an administrative action to appropriate \$46,200 in funds donated for programs through the Cultural Services Department.

Foote Lagoon Concert Series

- Elevations Credit Union \$5,000
- Poudre Valley Health System \$5,000
- Kroh Charitable Trust \$4,000
- Erion Foundation \$4,000

Phyllis Wayble Film Series

- Walbye Family \$2,000

Rialto Theater Center

- Loveland Community Foundation of Northern Colorado
 - Public Art Chandelier \$16,200
 - Grand Opening Reception \$10,000

BUDGET IMPACT:

- Positive
 Negative
 Neutral or negligible

The appropriation is funded entirely by donations to the City. No City funds are used for the appropriation.

SUMMARY:

Donation requests are submitted on a regular basis to support additional programming in the Cultural Services Department. Supplemental requests are brought to City Council periodically throughout the year as donations are received.

REVIEWED BY CITY MANAGER:

William D. Cabell

LIST OF ATTACHMENTS:

1. An ordinance enacting a supplemental budget and appropriation to the 2012 City of Loveland budget for donations to fund the Foote Lagoon Concert Series, the Phyllis Walbye film series, the grand opening reception for the Rialto Theater Center and a chandelier commissioned as a public art piece for the Rialto Theater Center.

FIRST READING April 3, 2012

SECOND READING _____

ORDINANCE NO. _____

AN ORDINANCE ENACTING A SUPPLEMENTAL BUDGET AND APPROPRIATION TO THE 2012 CITY OF LOVELAND BUDGET FOR DONATIONS TO FUND THE FOOTE LAGOON CONCERT SERIES, THE PHYLLIS WALBYE FILM SERIES, THE GRAND OPENING RECEPTION FOR THE RIALTO THEATER CENTER AND A CHANDELIER COMMISSIONED AS A PUBLIC ART PIECE FOR THE RIALTO THEATER CENTER

WHEREAS, the City has received funds not anticipated or appropriated at the time of the adoption of the City budget for 2012; and

WHEREAS, the City Council desires to authorize the expenditure of these funds by enacting a supplemental budget and appropriation to the City budget for 2012 as authorized by Section 11-6(a) of the Loveland City Charter.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOVELAND, COLORADO:

Section 1. That revenues in the amount of \$46,200 from donations in the General Fund 100 and Art in Public Places Fund 205 are available for appropriation. Revenues in the total amount of \$46,200 are hereby appropriated for the Foote Lagoon Concert Series, the Phyllis Walbye Film Series, and the Rialto Theater Center and transferred to the funds as hereinafter set forth. The spending agencies and funds that shall be spending the monies supplementally budgeted and appropriated are as follows:

**Supplemental Budget
General Fund 100 - Cultural Services Donations**

Revenues		
100-52-720-0000-35305	Donations	18,000
100-52-730-0000-35305	Donations	12,000
Total Revenue		30,000
 Appropriations		
100-52-720-0000-47378	Marketing - Foote Lagoon Concert Series	18,000
100-52-730-0000-42422	Food - Grand Opening Reception	10,000
100-52-730-0000-43774	Film Rental	2,000
Total Appropriations		30,000

**Supplemental Budget
Art in Public Places Fund 205 - Public Art**

Revenues		
205-52-740-0000-35305	Donations	16,200
Total Revenue		16,200
 Appropriations		
205-52-740-0000-48196	Art Commissions - Chandelier	16,200
Total Appropriations		16,200

Section 2. That as provided in City Charter Section 4-9(a)(7), this Ordinance shall be published by title only by the City Clerk after adoption on second reading unless the Ordinance has been amended since first reading in which case the Ordinance shall be published in full or the amendments shall be published in full. This Ordinance shall be in full force and effect upon final adoption, as provided in City Charter Section 11-5(d).

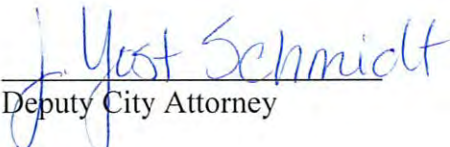
ADOPTED this ____ day of April, 2012.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



Deputy City Attorney



CITY OF LOVELAND
CITY MANAGER'S OFFICE

Civic Center • 500 East Third • Loveland, Colorado 80537
(970) 962-2303 • FAX (970) 962-2900 • TDD (970) 962-2620

AGENDA ITEM: 8
MEETING DATE: 4/3/2012
TO: City Council
FROM: Alan Krcmarik, Executive Fiscal Advisor
PRESENTER: Alan Krcmarik

TITLE: A Resolution authorizing the City's Executive Fiscal Advisor to sell 32 shares of J.M. Smucker Company Common Stock for the benefit of the City of Loveland Library

RECOMMENDED CITY COUNCIL ACTION: Adopt the action as recommended.

DESCRIPTION: This is an administrative action. The Resolution is to authorize the City's Executive Fiscal Advisor, who is responsible for investing the assets of City's portfolio, to sign the forms necessary to present and sell the 32 shares of J. M. Smucker Company Common Stock.

BUDGET IMPACT:

- Positive
 Negative
 Neutral or negligible

Sale of the 32 shares of J.M. Smucker common stock will provide approximately \$2,800 of proceeds.

SUMMARY: Through stock contributions received many years ago, the Loveland Public Library owns 32 shares of J. M. Smucker Company Common Stock. The Company desires to streamline its stock ownership to a minimum of 100 shares. To provide for a cost efficient method by which owners of less than 100 shares to redeem, the Company has set up a voluntary redemption program. The Executive Fiscal Advisor recommends sale of the stock. The proposed resolution authorizes the Executive Fiscal Advisor to prepare and sign the documents to sell the stock under the redemption program.

REVIEWED BY CITY MANAGER: *William D. Cabell*

LIST OF ATTACHMENTS: Resolution

RESOLUTION #R-28-2012

**A RESOLUTION AUTHORIZING THE CITY'S EXECUTIVE FISCAL
ADVISOR TO SELL 32 SHARES OF J.M. SMUCKER COMPANY
COMMON STOCK FOR THE BENEFIT OF THE CITY OF LOVELAND
LIBRARY**

WHEREAS, through stock contributions received many years ago, the Loveland Public Library is the beneficial owner of 32 shares of J.M. Smucker Company ("Company") common stock ("Stock"); and

WHEREAS, the Company desires to require shareholders to own a minimum of 100 shares and has set up a voluntary redemption program which expires April 30, 2012 to accomplish this result; and

WHEREAS, the Executive Fiscal Advisor recommends sale of the Company Stock through the Company's voluntary redemption program or otherwise; and

WHEREAS, the Loveland Public Library ("Library") is owned and operated by the City of Loveland and administered by the City Library Department pursuant to Loveland Municipal Code Section 2.56.010; and

WHEREAS, the City Council desires to confirm for the Company that the Loveland Public Library is a unit of the City and to authorize the City Executive Fiscal Advisor to sell the Stock through the Company's voluntary redemption program or otherwise, for the benefit of the Library.

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

Section 1. That City's Executive Fiscal Advisor is hereby authorized to sell the Stock through the Company's voluntary redemption program or otherwise, for the benefit of the Library, and to prepare and execute such documentation as may be necessary or appropriate to complete such sale.

Section 2. That this Resolution shall be effective as of the date of its adoption.

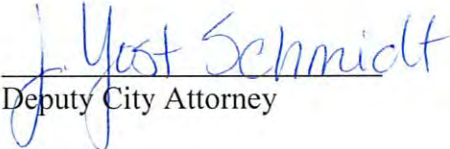
ADOPTED this 3rd day of April, 2012.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:


Deputy City Attorney



CITY OF LOVELAND
 DEVELOPMENT SERVICES DEPARTMENT
 Civic Center • 500 East 3rd Street • Loveland, Colorado 80537
 (970) 962-2346 • FAX (970) 962-2945 • TDD (970) 962-2620

AGENDA ITEM: 9
MEETING DATE: 4/3/2012
TO: City Council
FROM: Greg George, Development Services
PRESENTER: Bethany Clark, Development Services

TITLE:

A resolution of the Loveland Urban Renewal Authority awarding Facade Matching Grant Program grants for 2012 and authorizing Facade Matching Grant agreements

RECOMMENDED CITY COUNCIL ACTION:

Convene as the Loveland Urban Renewal Authority Board of Commissioners and move to adopt the resolution as presented awarding Facade Matching Grant Program funds for 2012 and authorizing the City Manager, on behalf of the Loveland Urban Renewal Authority, to enter into facade matching grant agreements.

OPTIONS:

1. Adopt the action as recommended
2. Deny the action
3. Adopt a modified action (specify in the motion)
4. Refer back to staff for further development and consideration
5. Adopt a motion continuing the item to a future Council meeting

DESCRIPTION:

This item is an administrative action to adopt a resolution. The Facade Matching Grant program provides a dollar for dollar matching grant of up to \$12,500 for property or business owners who undertake facade improvements in the core of the Downtown Loveland Urban Renewal Area.

BUDGET IMPACT:

- Positive
 Negative
 Neutral or negligible

In December of 2011, the Loveland Urban Renewal Authority (LURA) appropriated TIF funds of \$48,100 for the Facade Improvement Program. In addition, there is \$23,816 of unspent funds remaining in the account from the general seed funds appropriated in November of 2007. Of this total of \$71,916, the LURA set aside \$50,000 for the Facade Matching Grant Program to fund up to four projects in the 2011/2012 grant cycle.

SUMMARY:

The City received three complete applications for the Facade Matching Grant Program 2011/2012 grant round, which closed on January 27th. On February 24th three volunteers from the Loveland Downtown Team (LDT) met with City staff to review the applications and score them using the application prioritization criteria. City staff and the reviewers found the proposed projects to be complimentary to the historic character of the downtown area, including the use of appropriate and timeless materials, and a significant improvement to the respective facades. The LDT met at a March 13th special meeting to review the applications. The LDT is recommending that City Council, acting as Board of Commissioners of the Loveland Urban Renewal Authority, award the grant funds to all three applicants as requested.

The three applications are: (i) Black Steer Restaurant, 436 North Lincoln Avenue; (ii) Awards Unlimited, 336 East 4th Street and; (iii) 212 4th, LLC, 212 East 4th Street.

Please see the accompanying City staff report for a complete description of each application.

REVIEWED BY CITY MANAGER:



LIST OF ATTACHMENTS:

- A. Resolution
- B. Staff memorandum

RESOLUTION #R-29-2012**A RESOLUTION OF THE LOVELAND URBAN RENEWAL AUTHORITY AWARDING FAÇADE MATCHING GRANT PROGRAM GRANTS FOR 2012 AND AUTHORIZING FAÇADE MATCHING GRANT AGREEMENTS**

WHEREAS, on September 15, 2009, the City Council, acting as Board of Commissioners (“Board”) of the Loveland Urban Renewal Authority (“LURA”), approved Resolution #R-89-2009 creating the Façade Matching Grant Program; and

WHEREAS, the Façade Matching Grant Program is available to applicants who own property or businesses located on property that lies within the boundaries of the Downtown Urban Renewal Plan Area (“Plan Area”) and Historic Downtown Loveland; and

WHEREAS, in accordance with the Colorado Urban Renewal Act, C.R.S. § 31-25-102, *et seq.* (“Act”), LURA has a substantial interest in the development, redevelopment, and renovation of property within the Plan Area; and

WHEREAS, the Façade Matching Grant Program provides matching funds, on a dollar-for-dollar basis, up to a maximum grant of \$12,500, in reimbursement for eligible costs of improving, refurbishing, and/or reconstructing building facades within the Plan Area, pursuant to a competitive grant process; and

WHEREAS, applications for the Façade Matching Grant Program have been received and evaluated; and

WHEREAS, LURA desires to award Façade Matching Grants in the amounts (“Grants”) to the recipients (“Grant Recipients”) for the façade improvement projects (“Projects”) to the properties (“Properties”) identified on Exhibit A, attached hereto and incorporated herein by reference, and authorize the City Manager to enter into a façade matching grant agreement with each Grant Recipient in the form attached hereto as Exhibit B and incorporated herein by reference (“Façade Matching Grant Agreement”); and

WHEREAS, each of the Façade Matching Grant Agreements will provide partial funding for the Projects that include improvements of a public nature at least equal in value to the Grants provided by LURA, eliminate blight and prevent the development or spread of blight in the Plan Area, and further the redevelopment of the Properties in a manner benefitting the public interest and consistent with the Urban Renewal Plan adopted by LURA for the Plan Area and, therefore, the Grants are in the best interests of the public, the City, and LURA.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOVELAND, ACTING AS THE BOARD OF COMMISSIONERS OF THE LOVELAND URBAN RENEWAL AUTHORITY:

Section 1. That the Board of Commissioners hereby finds that the Projects: (a) include improvements of a public nature at least equal in value to the Grant provided by LURA under the Façade Matching Grant Agreements for each Property; (b) eliminate blight and prevent the development or spread of blight in the Plan Area; and (c) further the redevelopment of the Properties in a manner benefitting the public interest and consistent with the Urban Renewal Plan adopted by LURA for the Plan Area.

Section 2. That the Board of Commissioners hereby approves the Grants to the Grant Recipients in the Grant Amounts and for the Projects identified on Exhibit A.

Section 3. That the Board of Commissioners hereby approves the form of the Grant Agreement attached hereto as Exhibit B and delegates to the City Manager, on behalf of LURA, the authority to administer the terms and conditions of the Grant Agreement, including, without limitation, the power to grant extensions of Commencement Dates and Completion Dates as set forth therein.

Section 4. That the Board of Commissioners hereby authorizes the City Manager, on behalf of LURA, to enter into the Grant Agreements with the Grant Recipients for the Grant Amounts. The City Manager, in consultation with the City Attorney, may amend the Grant Agreements in form or substance as deemed necessary to effectuate the purposes of this Resolution or to protect the interests of the City and LURA.

Section 5. That each Grant Recipient shall have thirty (30) calendar days from the effective date of this Resolution in which to sign the Grant Agreement. If a Grant Recipient fails to sign the Grant Agreement on or before said date, the approval granted in Section 2 above as to that Grant Recipient shall automatically be rescinded; provided, however, that the City Manager may, prior to said date, extend the date for signature upon written request of the Grant Recipient for good cause shown.

Section 6. That this Resolution shall take effect as of the date of its adoption.

ADOPTED this 3rd day of April, 2012.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Shawn L. Oltus
Assistant City Attorney

Exhibit A

Grant Recipient	Project Cost	Grant Amount	Project Description	Property Address
Black Steer Restaurant	\$30,750	\$12,500	Removal of existing awning and shake shingle roof. Removal of the stone wall and stucco finish. Removal of lower sign. Raise the parapet height and install a precast concrete cap. Introduce a new storefront door and window system and install a new steel channel and awning. Install a brick veneer and install slate/stone tile on the accent wall.	436 N. Lincoln Avenue
Awards Unlimited	\$20,448	\$10,224	Remove masonite siding board and underlayment and lower the existing façade by approximately 6 feet. Install a thin-cut brick veneer on the ends and on the upper façade along with a steel channel. Install a medium density overlay kick-plate and entry ceiling; install and paint trim. Install a steel sign with business name/logo laser-cut from sign.	336 E. 4 th Street
212 4 th , LLC	\$46,360	\$12,500	The street level will be returned to its original historic character with a timber and glass storefront with transom or clerestory leaded stained/beveled glazing. The steel transom beam will be exposed and the two large upper level windows will be replaced with new custom wood windows in the historic character. The existing masonry will be restored and cut stone plinth blocks will be replaced. Decorative steel canopies may be incorporated at the two entry points. The stairway to the second floor will be reconstructed to meet current building codes and the street level entry will be recessed.	212 E. 4 th Street

Exhibit B

FAÇADE MATCHING GRANT AGREEMENT

THIS FAÇADE MATCHING GRANT AGREEMENT (“Agreement”) is made this _____ day of _____, 2012, by and between the **LOVELAND URBAN RENEWAL AUTHORITY (“LURA”)** and _____ (“**Recipient**”).

RECITALS

WHEREAS, on September 15, 2009, the Loveland City Council, acting as Board of Commissioners of LURA (“**Board**”), approved Resolution #R-89-2009 creating the Façade Matching Grant Program; and

WHEREAS, Recipient is the owner of the building located at _____, Loveland, Colorado 80537 (“**Building**”) on the real property more particularly described as follows: _____, City of Loveland, County of Larimer, State of Colorado (“**Property**”); and

WHEREAS, the Building and the Property on which it is located is within the boundaries of LURA’s Downtown Urban Renewal Plan Area (“**Plan Area**”); and

WHEREAS, in accordance with the legislative purposes of urban renewal authorities as set forth in the Colorado Urban Renewal Act, C.R.S. § 31-25-102 *et seq.* (“**Act**”), LURA has a substantial interest in the development, redevelopment, and renovation of property within the Plan Area; and

WHEREAS, Recipient has filed an application under the Façade Matching Grant Program (“**Application**”) for a dollar-for-dollar matching grant not to exceed \$12,500 to be used for eligible costs of improving the façade of the Building in the manner and scope more specifically described on **Exhibit A**, attached thereto and incorporated herein by reference (“**Facade Improvements**”); and

WHEREAS, LURA approved Resolution #R-____- 2012 awarding Façade Matching Grant Program grants, including a grant in the amount of \$_____ to Recipient for completion of the Facade Improvements (“**Grant**”) in accordance with the terms and conditions set forth in this Agreement; and

WHEREAS, LURA has determined that the Facade Improvements include improvements of a public nature at least equal in value to the Grant provided by LURA under this Agreement, eliminate blight and prevent the development or spread of blight in the Plan Area, and further the redevelopment of the Property in a manner benefitting the public interest and consistent with the Urban Renewal Plan adopted by LURA for the Plan Area and, therefore, the Grant is in the best interests of the public, the City, and LURA.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and promises contained herein, the parties agree as follows:

1. Recipient agrees to undertake and complete the Facade Improvements in accordance with the terms of this Agreement.

2. Recipient shall commence construction of the Facade Improvements on or before that date which is six (6) months after the date of this Agreement (“**Commencement Date**”), and shall complete the Facade Improvements on or before that date which is one (1) year after the date of this Agreement (“**Completion Date**”). Recipient shall be deemed to have commenced construction of the Facade Improvements on the date a building permit for the Facade Improvements is issued, or if no building permit is required for the Facade Improvements, on the date Recipient’s contractor physically commences construction of the Façade Improvements. The Facade Improvements shall be deemed to be complete as of the date on which the City, in its reasonable discretion, determines that the Facade Improvements are substantially complete.

3. If Recipient is unable to commence the Facade Improvements on or before the Commencement Date or complete the Facade Improvements on or before the Completion Date, Recipient may request an extension by written notice to LURA given on or before the Commencement Date or the Completion Date, as applicable, which notice shall set forth the reasons for the request. The City Manager may, on behalf of the LURA, extend the Commencement and/or Completion Date, as applicable, by written notice to Recipient, if the City Manager determines, in the exercise of reasonable discretion, that Recipient has shown good cause for the requested extension and adequate progress is being made.

4. If Recipient does not commence the Facade Improvements on or before the Commencement Date or complete the Facade Improvements on or before the Completion Date (as such dates may be extended in accordance with this Agreement), LURA shall have no further obligation to pay the Grant amount to Recipient and this Agreement shall terminate.

5. Upon completion of the Facade Improvements, Recipient shall submit to the following documentation to LURA: (a) a written request for payment of the Grant, including Recipient’s representation that the Facade Improvements have been substantially completed in accordance with the terms and conditions set forth in this Agreement (“**Payment Request**”); and (b) paid invoices from the contractors completing the Facade Improvements in a total amount equal to at least twice the Grant amount (“**Payment Documentation**”).

6. From time-to-time during construction of the Façade Improvements and within ten (10) business days after receipt of the Payment Request, LURA shall have the right to inspect the Facade Improvements to determine compliance with the terms and conditions of this Agreement.

7. If Recipient has completed the Facade Improvements in compliance with the terms and conditions of this Agreement, LURA shall pay the Grant amount to the Recipient within forty-five (45) days after receipt of the Payment Request and Payment Documentation.

8. The provisions of this Agreement and the burdens and benefits therein shall be covenants running with the Property for a period of ten (10) years, commencing upon execution of this Agreement, and shall inure to the benefit of, and be binding upon, all future owners of the Property in accordance with the following:

a. Upon payment of the Grant to the Recipient, LURA shall record, at its cost, a copy of this Agreement in the real property records of the Clerk and Recorder of Larimer County, Colorado.

b. The Façade Improvements shall be maintained in good condition and repair and without modification, except as may be approved by the City in writing for the ten (10) year term of this Agreement.

c. LURA shall have no maintenance obligation whatsoever for the Façade Improvements or the Property and shall not be liable in any manner for any costs associated with the Façade Improvements or the Property except as expressly provided in this Agreement.

d. Upon expiration of the ten (10) year period, this Agreement shall terminate and no longer affect title to the Property.

9. All financial obligations of LURA arising under this Agreement that are payable after the current fiscal year are contingent upon funds for that purpose being annually appropriated, budgeted, and otherwise made available by the Board, in its discretion, as applicable.

10. It is expressly acknowledged and agreed by the parties hereto that the City is a third-party beneficiary to this Agreement and shall be entitled to enforce any and all provisions of this Agreement in the same manner as LURA. In the event that the legal existence of LURA terminates for any reason during the term of this Agreement, it is expressly acknowledged and agreed by the parties hereto that the City is designated LURA’s successor entity, and all rights and obligations of LURA set forth herein shall thereupon become the rights and obligations of the City.

11. All notices which may be given to parties hereunder shall be in writing and shall be sent to the parties by first class mail at the addresses specified below:

LURA: City Manager
City of Loveland
500 East Third Street, Suite 330
Loveland, CO 80537

With a copy to: City Attorney
City of Loveland
500 East Third Street, Suite 330

Loveland, CO 80537

Recipient:

or to any change of address given in writing by one party to the others.

12. Should any party default in any of the covenants or obligations in this Agreement, the defaulting party shall pay the non-defaulting party’s reasonable expenses in enforcing this Agreement, including reasonable attorneys’ fees.

13. This Agreement shall be governed by and enforced in accordance with the laws of the State of Colorado. In addition, the parties hereto acknowledge that there are legal constraints imposed upon LURA and the City by the constitutions, statutes, and rules and regulations of the State of Colorado and of the United States, and imposed upon the City by its Charter and Code, and that, subject to such constraints, the parties intend to carry out the terms and conditions of this Agreement. Notwithstanding any other provisions of this Agreement to the contrary, in no event shall the parties hereto exercise any power or take any action which shall be prohibited by applicable law. Whenever possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law. Venue for any judicial proceeding concerning this Agreement shall be in the District Court for Larimer County, Colorado.

IN WITNESS WHEREOF, the parties have signed this Agreement to be effective as of the date set forth above.

LOVELAND URBAN RENEWAL AUTHORITY

By: _____
William D. Cahill, City Manager

ATTEST:

Secretary

APPROVED AS TO FORM:

Deputy City Attorney

RECIPIENT:

By: _____

Title: _____

STATE OF COLORADO)

COUNTY OF LARIMER) ss
)

The foregoing instrument was acknowledged before me this ___ day of _____, 2012, by _____ as _____ of _____.

Witness my hand and official seal.

My commission expires: _____

Notary Public



Community & Strategic Planning

500 East Third Street, Suite 310 • Loveland, CO 80537
 (970) 962-2607 • Fax (970) 962-2945 • TDD (970) 962-2620
www.cityofloveland.org

Memorandum

To: Loveland City Council
From: Bethany Clark, Community & Strategic Planning
Date: April 3, 2012
RE: Façade Matching Grants – Recommended Awards

Introduction:

The Façade Matching Grant program provides a dollar for dollar matching grant of up to \$12,500 for property or business owners who undertake façade improvements in the core of the Downtown Loveland Urban Renewal Area. The purpose of the façade program is to assist in improving the condition and appearance of downtown buildings by incentivizing façade improvements. By awarding small matching grants property owners are encouraged to make significant visible improvements to their property, enhancing the visual appeal of downtown. Creating a more vibrant, attractive downtown furthers the City's goal of attracting new businesses and improving economic conditions.

Recommended Awards:

The City received three complete applications for the Façade Matching Grant Program 2011/2012 grant round, which closed on January 27th. On February 24th three volunteers from the Loveland Downtown Team (LDT) met with City staff to review the applications and score them using the application prioritization criteria. On March 13th, staff presented the three applications to LDT. The LDT made a unanimous motion recommending that City Council, acting as the Loveland Urban Renewal Authority Board, award the grant funds to all three applicants for the proposed façade projects. Following is a brief summary of each project:

Black Steer Restaurant – 436 N Lincoln Avenue

The existing awning and shake shingle roof will be removed. The stone wall, stucco finish and lower sign will also be removed. The height of the parapet will be increased and a precast concrete cap will be installed on top of the parapet. A new storefront door, window system, steel channel and awning will be installed. Brick veneer and slate/stone tile on the accent wall will be installed. Total project cost is \$30,750. The grant request is for \$12,500 which equals a 1.46/1 match.

Awards Unlimited – 336 E 4th Street

Remove masonite siding board and underlayment and lower the existing façade by approximately 6 feet. Install a thin-cut brick veneer on the ends and on the upper façade along with a steel channel. Install a medium density overlay kick-plate and entry ceiling; install and paint trim. Install a steel sign with business name/logo laser-cut from sign. Total project cost is \$20,448. The grant request is for \$10,224, equaling a 1/1 match.

212 4th, LLC – 212 E 4th Street

The street level will be returned to its original historic character with a timber and glass storefront with transom or clerestory leaded stained/beveled glazing. The steel transom beam will be exposed and the two large upper level windows will be replaced with new custom wood windows in the historic character. The existing masonry will be restored and cut stone plinth blocks will be replaced. Decorative steel canopies may be incorporated at the two entry points. The stairway to the second floor will be reconstructed to meet current building codes and the street level entry will be recessed. The total cost for façade improvements is \$41,490, which does not include the cost (\$4,870) for reconstructing the stairway. The grant request is for \$12,500, equaling a 2.32/1 match.

Attachments:

Exhibit A: Black Steer Restaurant - Application and Scoring Sheet

Exhibit B: Awards Unlimited - Application and Scoring Sheet

Exhibit C: 212 4th, LLC - Application and Scoring Sheet

Exhibit D: Map of Recommended Grant Awards

FAÇADE IMPROVEMENT PROGRAM GRANT APPLICATION

Applicant: Hamid Eslan

Business: Black Steer Restaurant

Property Owner: Hamid and Janice Eslan

Address: 436 N. Lincoln Avenue, Loveland, CO 80537

Phone: (970) 310-6421

NARRATIVE: Describe the scope of improvements including materials used and color: (For a more complete response, applicants are encouraged to complete the narrative on a separate page)
 Please see attached narrative.

Please include the following with the application:

- Proof of taxes paid for property or existing business
- Two professional contractor estimates for the cost of the proposed improvements
- Digital photos of the existing building facade and a professional design sketch or rendering
- Written approval of the building owner if renting

Applying For: Matching Grant Program

Total Construction Cost: \$25,750.00 (for 10% Incentive Program, if applicable)

Façade Improvement Cost: \$25,750.00

Total Project Cost: \$30,750.00

X .10 or X.5

* Additional \$5,000 is an estimate of architect's design & engineering fees

Grant Request: \$12,500



January 27, 2012

Ms. Bethany Clark, Planner
City of Loveland, Community and Strategic Planning
500 E. Third Street
Loveland, CO 80537

**RE: City of Loveland Facade Matching Grant Program
Black Steer Restaurant Facade Improvements
436 N. Lincoln Avenue
Loveland, CO 80537**

Dear Bethany:

Aller•Lingle•Massey Architects P.C. is providing this design narrative on behalf of Mr. Hamid Eslan of the Black Steer Restaurant to support an application for the City of Loveland's Facade Matching Grant program.

Project Description

The intent of this restoration is to enhance the appearance of the west facade of the building in a way that compliments and contributes to the unique fabric of the downtown district. The proposed design also enhances the connection from the sidewalk and street to the building by providing storefront openings and creating a cleaner, more open awning serving as protection for the openings.

Scope of Improvements

The Scope of the proposed improvements shall be as follows:

1. **Removal of Existing Awning and Shake Shingle Roof:** The fabric canopy and related steel support is proposed to be removed. A shake shingle eyebrow roof that exists behind this canopy supported by a wood furring framing system would also be removed. This framing would be covered with a glass mat gypsum sheathing.
2. **Removal of the Stone Wall:** The existing exterior stone wall that extends from the north edge of the building to the angled entry wall will be removed and replaced with light gage metal framing and exterior glass mat sheathing.
3. **Removal of the Stucco Finish at the Angled Entry Wall:** The existing stucco on the angled entry walls will be removed back to the existing wood studs and re-sheathed with exterior glass mat sheathing.
4. **Removal of Lower Sign:** Much consideration was given to how to address the existing signage on the building. After receiving feedback from a number of clients and citizens, it became clear that the sign is not only an important marketing asset for the business but is also a significant local icon contributing to the unique fabric of the downtown district. The decision was made to remove the bottom panel of the existing sign to open up the front of the building and allow the parapet of the angled wall to be terminated with a precast concrete cap.
5. **Raising the Parapet Height:** The parapet height will be increased to match the adjacent building to the north.
6. **Introduction of Storefront Door and Window Systems:** A new aluminum storefront door and window system with spandrel glass transoms are proposed for the facade. The door will be installed with the correct configuration and hardware in compliance with ADA requirements to enhance accessibility to the business.

712 WHALERS WAY • BLDG. B, SUITE 100 • FORT COLLINS • COLORADO • 80525

(970) 223-1820 phone • (970) 223-1833 fax • office@aller-lingle-massey.com • www.aller-lingle-massey.com

7. **Installation of New Awning Feature:** A steel channel awning with tube steel intermediate supports and a series of steel angle louvers comprise the awning structure. This awning will be tied back to the building with steel rod supports.
8. **Exterior Materials:**
 - a. **Existing Angled Entry Walls:** The protruding angled entry walls are proposed to be clad with a 12"x12" slate tile. The top of the wall will be capped with a precast concrete parapet cap. The precast wall color will be beige.
 - b. **Main Facade Material:** At the start of construction the existing foundation will be exposed and analyzed for the ability to support a full depth-brick veneer. However, for the purposes of this submittal it has been assumed that the existing foundation would not support this system. As a result a thin-cut brick veneer system is proposed for the remaining wall surface of the west facade. This system will allow a brick finish to be achieved without installing a new foundation or brick ledge system that would likely be required of a full depth brick. The brick color will be either a blond brick or a red brick blend. (Renderings showing both colors have been provided as examples and are open to suggestion/discussion.) Beige precast concrete wall base, window sill and parapet cap are proposed for the facade.
 - c. The aluminum storefront will be a black or a dark bronze with gray tinted glazing and a black spandrel glass at the transoms.
 - d. The awning will be painted either black or dark bronze to match the storefront system.
9. **Exterior Lighting:** A decorative wall sconce is proposed on the south side of the entry door to enhance the appearance of the building and the streetscape.
10. **Structural Modifications:** TD Structural Engineering, Inc. was hired to prepare a conceptual design narrative to describe the anticipated structural modifications that will be necessary to achieve the proposed design. This report is attached.

If you find that there is further information/description that your team needs in analyzing the proposed design, please do not hesitate to contact me.

Sincerely,

ALLER•LINGLE•MASSEY ARCHITECTS P.C.



Matthew D. Newman, AIA, LEED AP BD+C

/MDN

City of Loveland Façade Improvement- Application Prioritization Criteria

Date 2-23-2012

Reviewer Kristine Koschke

Applicant/Building Address: Awards Unlimited, 336 E 4th Street

Criteria for evaluating submitted written proposals		Ranking: 1=low; 3=medium; 5=highest	Notes
1	Before prioritization of the applicant, staff reviewed the application to ensure it has met the minimum requirements as outlined in the applications. Yes/No	<input checked="" type="radio"/> Yes/ <input type="radio"/> No	
Required Criteria			
2	Visibility- this is important when considering pedestrian and vehicular traffic through downtown; buildings on prominent, most highly visible downtown corners will receive extra points		
	<i>A. Is the property located on a prominent corner in Downtown Loveland? Example: 4th and Cleveland or 4th and Lincoln? (yes= 5 points; partially visible=2-4 points no= 0 points)</i>	3	
	<i>B. How visible is the façade improvement? Is the façade improvement multi-story, does the width exceed 25 feet? (If yes to both 5 points; partial=2-4 points, neither=0 points)</i>	3	
3	In order for this program to be of greatest benefit to the property owner and to downtown, any project should be leveraged with funds from the State Historic Fund. This means that the structure in consideration must be designated as a historic landmark. This in mind, what is the likelihood of historic designation and thus the likelihood that this project will be leveraged by State Historic Fund?		
	<i>A. Integrity (does the improvement include or embody its original elements, features, characteristics?)(If yes=5 points; partial=2-4 points, no=0 points)</i>	3	
	<i>B. Does the structure embody the distinctive characteristics of a type, period, or method of construction/architecture, or represents the work of a master, or that possesses high artistic values? (If yes=5 points; partial=2-4 points, no=0 points)</i>	3	
	<i>C. Is the property a designated historic landmark? (yes=5 points, no=0 points)</i>	0	
	<i>D. Has the owner submitted an application to the State Historic Fund for matching dollars? (yes=5 points, no=0 points)</i>	0	

City of Loveland Façade Improvement- Application Prioritization Criteria

Date 2/24/12

Reviewer Norm Rehrne

Applicant/Building Address: Awards Unlimited, 336 E 4th Street

Criteria for evaluating submitted written proposals	Ranking: 1=low; 3=medium; 5=highest	Notes
1 Before prioritization of the applicant, staff reviewed the application to ensure it has met the minimum requirements as outlined in the applications. Yes/No	<input checked="" type="radio"/> Yes/ <input type="radio"/> No	Based on option A
Required Criteria		
2 Visibility- this is important when considering pedestrian and vehicular traffic through downtown; buildings on prominent, most highly visible downtown corners will receive extra points		
A. Is the property located on a prominent corner in Downtown Loveland? Example: 4th and Cleveland or 4th and Lincoln? (yes= 5 points; partially visible=2-4 points no= 0 points)	3	
B. How visible is the façade improvement? Is the façade improvement multi-story, does the width exceed 25 feet? (If yes to both 5 points; partial=2-4 points, neither=0 points)	3	
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A. Integrity (does the improvement include or embody its original elements, features, characteristics?)(If yes=5 points; partial=2-4 points, no=0 points)	5	
B. Does the structure embody the distinctive characteristics of a type, period, or method of construction/architecture, or represents the work of a master, or that possesses high artistic values? (If yes=5 points; partial=2-4 points, no=0 points)	4	
C. Is the property a designated historic landmark? (yes=5 points, no=0 points)	0	
D. Has the owner submitted an application to the State Historic Fund for matching dollars? (yes=5 points, no=0 points)	0	

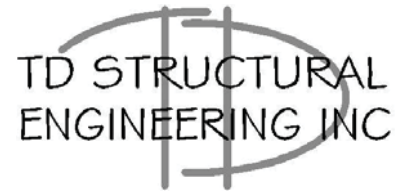
City of Loveland Façade Improvement- Application Prioritization Criteria

Date 2-23-2012

Reviewer EWALL

Applicant/Building Address: Awards Unlimited, 336 E 4th Street

Criteria for evaluating submitted written proposals		Ranking: 1=low; 3=medium; 5=highest	Notes
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	<i>B. How visible is the façade improvement? Is the façade improvement multi-story, does the width exceed 25 feet? (If yes to both 5 points; partial=2-4 points, neither=0 points)</i>	3	
3	In order for this program to be of greatest benefit to the property owner and to downtown, any project should be leveraged with funds from the State Historic Fund. This means that the structure in consideration must be designated as a historic landmark. This in mind, what is the likelihood of historic designation and thus the likelihood that this project will be leveraged by State Historic Fund?		
	<i>A. Integrity (does the improvement include or embody its original elements, features, characteristics?)(If yes=5 points; partial=2-4 points, no=0 points)</i>	3	
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	<i>C. Is the property a designated historic landmark? (yes=5 points, no=0 points)</i>	0	
	<i>D. Has the owner submitted an application to the State Historic Fund for matching dollars? (yes=5 points, no=0 points)</i>	0	



January 21, 2012

Aller•Lingle•Massey Architects
712 Whalers Way
Building B, Suite 100
Fort Collins, CO 80525

Re: **Black Steer**
436 N Lincoln Ave
Loveland, Colorado
Project No. 12-005

Per your request I have reviewed the existing structure the proposed façade remodel. Review at this time is for preliminary pricing purposes only. During construction assumptions outlined in this report will require field verification.

BACKGROUND

According to property records the existing building is approximately 50 years old. Roof framing is not yet exposed, however is assumed to be wood construction with members spanning north-south, or the short direction of the unit. Portions of the north building wall are exposed and appears to be CMU, the south wall is assumed to be the same. The entry where the façade remodel is proposed is the west wall. The north portion of the west wall is composed of 8"-10" thick stone and curves continuing into the interior. It is assumed the southern portion of the west wall is wood framed stud construction.

The proposed façade remodel will include removal of the original flat canopy and the fabric/steel framed canopy. In addition both the north stone and south stud portions will be removed and reframed. The southern portion will be relocated further west to fall in line with the building faces of the adjacent units, the entry door will be located in the portion. A new window will be added in the northern portion, and a thin-set brick veneer will be used to for the entire façade.

REVIEW/RECOMMENDATIONS

A site visit on January 19, 2012 was conducted to assess the original structure. The following is an outline of proposed structural elements required to complete the remodel. As noted above several items are assumed, therefore this list is not a complete summary, nor shall it be used as any final structural design.

1. Demo of west wall: north portion remove existing stone to full height, south portion remove existing framed wall, remove all canopies and verify support of existing roof framing
2. New support (assuming roof framing spans north-south and therefore is non-bearing on the west wall): add studs approximately 11' tall to existing roof level and extending 6' to create parapet: 600S162-43 grade 33 metal studs (6" deep, 1 5/8" flange, 18 gauge) spaced at 16" on center; box beam headers over new entry and window with (2) studs and (2) tracks; 7/16" exterior OSB/plywood sheathing, 1/2" gypsum board at inside face.
3. Add new foundation under relocated wall if none exists: option 1: 8" thick x 30" concrete grade beam (min. 30" frost depth) or to match existing, 2-#4 top and bottom, drill and epoxy into existing building foundation each end, recess top to pour slab over; option 2: 10" thick x 16" tall frost protected shallow foundation for heated space/thickened slab, 2" rigid insulation under entire slab including thickened portion and vertical along exterior face, reinforce with 2-#5 top and bottom, drill and epoxy into existing building foundation each end.

Black Steer
Page 2
Project No. 12-005

4. New canopy support: double studs in wall at tie-rod connections, support studs to existing roof framing with clip angles to resist lateral movement, add blocking in roof between existing rafters, reinforce end rafters if needed (field verify existing rafters). Add blocking between new metal studs at canopy framing for connections. Assumed new canopy framing is to be hot-rolled steel channels, steel tie rods, welded plates for clevises each end, bolted connections face plates to wall framing.
5. Original sign structure to remain undisturbed.

If I can be of further assistance please contact me.

Sincerely,

Wendy Thomas Dworak, P.E.
Structural Engineer
Principal

EXISTING PHOTOS FROM LINCOLN AVENUE





VIEW FROM SOUTHEAST

Black Steer
West Facade Design
Date: January 8, 2012

ALLER • LINGLE • MASSEY
ARCHITECTS
P.C.



FORT COLLINS • COLORADO • (970) 223-1820



VIEW FROM SOUTHEAST

Black Steer
West Facade Design
Date: January 19, 2012

ALLER • LINGLE • MASSEY
ARCHITECTS
P.C.



FORT COLLINS • COLORADO • (970) 223-1820

PROPOSED BUILDING MATERIALS



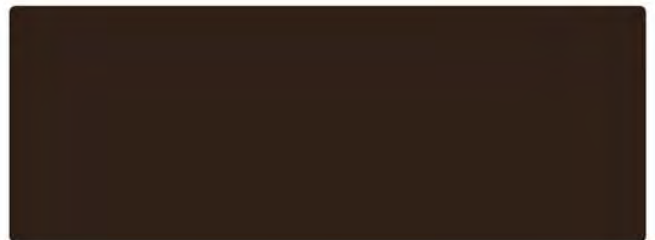
PRECAST CORNICE SILLS AND WALL BASE



SLATE/ STONE TILE ACCENT WALL



BRICK



WINDOW/DOOR FRAME, RAILINGS AND AWNING



EXHIBIT A-2

FAÇADE IMPROVEMENT PROGRAM GRANT APPLICATION

Applicant: DOUGLAS BERNHARDT

Business: AWARDS UNLIMITED, INC

Property Owner: SAME

Address: 336 E. 4TH STREET

Phone: 970-669-8131

NARRATIVE: Describe the scope of improvements including materials used and color: (For a more complete response, applicants are encouraged to complete the narrative on a separate page)

Please include the following with the application:

- Proof of taxes paid for property or existing business
- Two professional contractor estimates for the cost of the proposed improvements
- Digital photos of the existing building facade and a design sketch or rendering
- Written approval of the building owner if renting

Total Construction Cost: _____ (if applicable)

Façade Improvement Cost: \$20,447.80

Total Project Cost:

X .10 or X.5

Grant Request: \$10,223.90

December 19, 2011

FAÇADE IMPROVEMENT PROGRAM GRANT

Description of scope of improvement

Option A: Quote and design by SB Waterhouse and Jim Cox

Remove masonite siding board, and underlayment.

Lower existing façade by approx. 6'

On the lower section below windows, install a medium density overlay on wall and entry ceiling. Install and paint trim. Color to be determined at a later date.

Apply a thin brick veneer up each corner and above the entry way. This veneer brick will be a dark red similar to building in the approximate area of building.

Install c-channel mid way for reinforcement and decoration.

Flash and caulk.

Install steel sign (not included in SB Waterhouse bid) but priced at approx. \$2500.00.

Sign will have logo and name laser out and possibly back lit.

Approximate bid - \$20,447.8 (with sign).

Option B: Quote and design by Stacey Kersley & Advantage Consulting

Remove masonite siding board, and underlayment.

Lower existing façade by approx. 6'.

On lower section below windows, install glazed brick.

Install thin brick veneer on ends and above entry way. Veneer brick will be a dark red in color similar to surrounding area.

C-Channel installed on bottom of façade to support brick veneer.

Flash and caulk.

Approximate bid - \$16,958.42

Option 2B: Quote and design by Stacey Kersely & Heath Construction

See above quote for description of improvement.

Approximate bid - \$25,588.

I elected to go with Option A because of design, I really liked the overlay below windows as opposed to the glazed tile, and the bid was a more complete estimate by Waterhouse & Cox. Neither Option B nor 2B included any structural cost, engineering cost or architectural cost. (I was concerned for additional costs that were not included in initial bids.)

City of Loveland Façade Improvement- Application Prioritization Criteria

Date 2-23-2012

Reviewer Kristine Koschke

Applicant/Building Address: Awards Unlimited, 336 E 4th Street

Criteria for evaluating submitted written proposals		Ranking: 1=low; 3=medium; 5=highest	Notes
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	<i>C. Is the property a designated historic landmark? (yes=5 points, no=0 points)</i>	0	
	<i>D. Has the owner submitted an application to the State Historic Fund for matching dollars? (yes=5 points, no=0 points)</i>	0	

City of Loveland Façade Improvement- Application Prioritization Criteria

Date 2/24/12

Reviewer Norm Rehrne

Applicant/Building Address: Awards Unlimited, 336 E 4th Street

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Required Criteria			
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	C. Is the property a designated historic landmark? (yes=5 points, no=0 points)	0	
	D. Has the owner submitted an application to the State Historic Fund for matching dollars? (yes=5 points, no=0 points)	0	

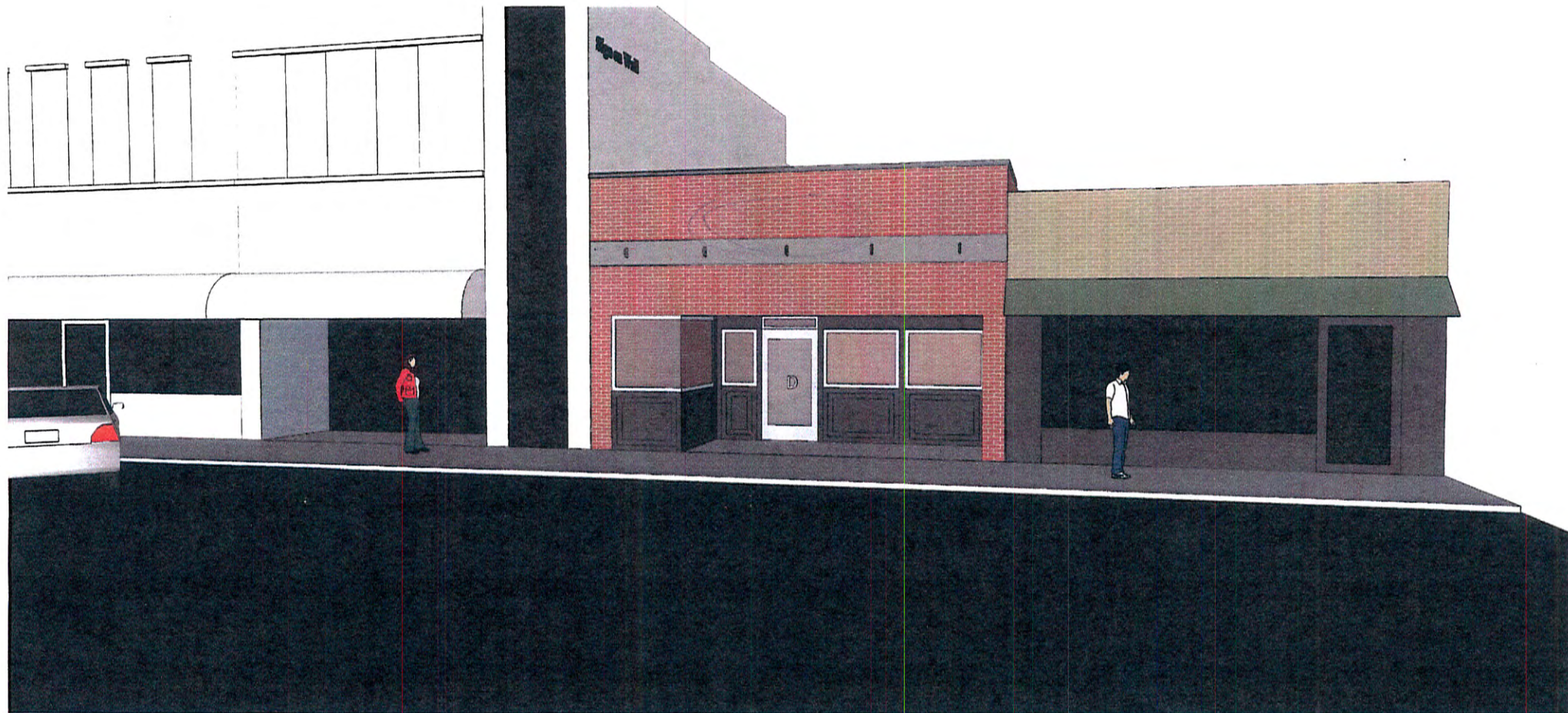
City of Loveland Façade Improvement- Application Prioritization Criteria

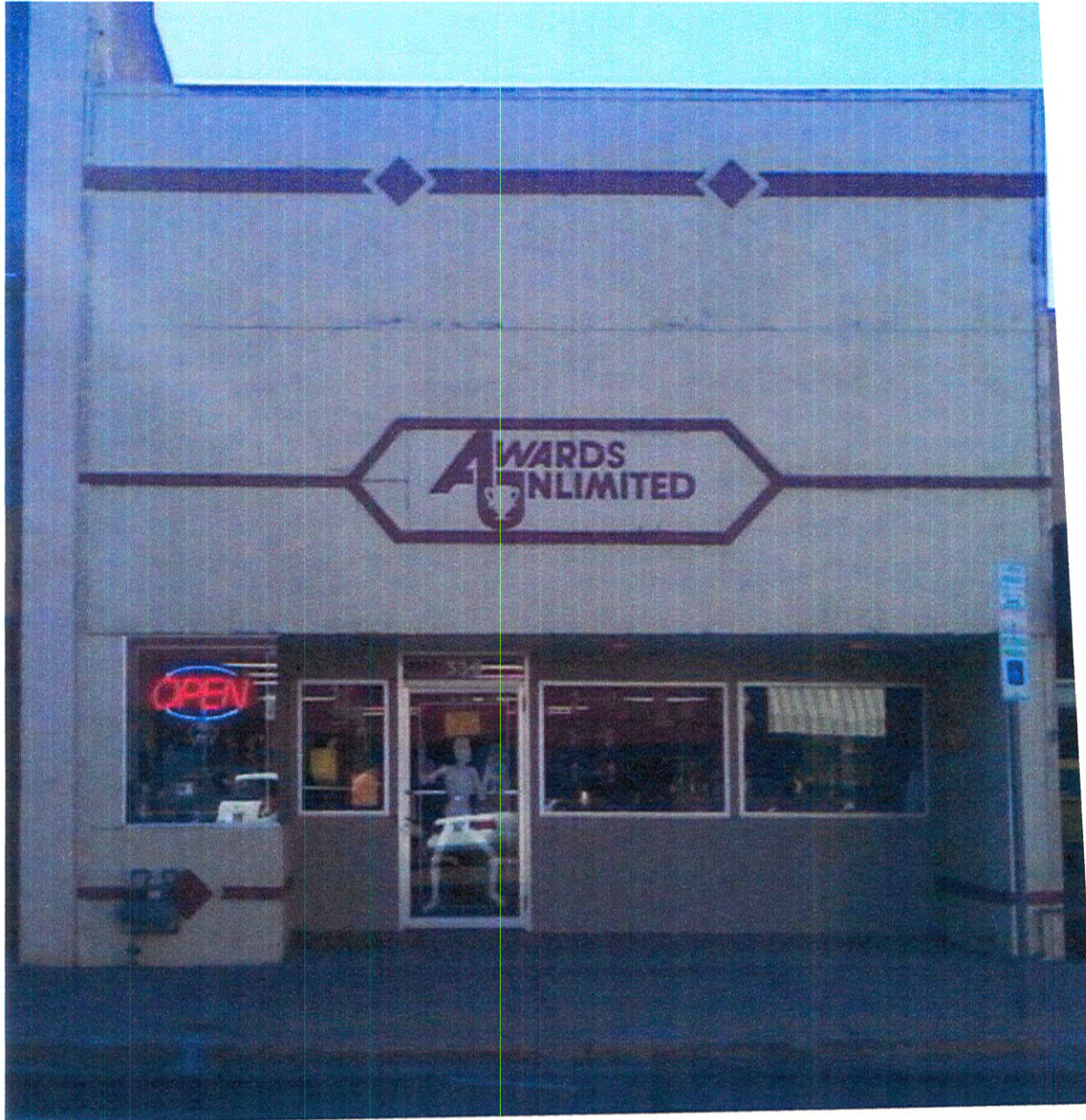
Date 2-23-2012

Reviewer EK WALL

Applicant/Building Address: Awards Unlimited, 336 E 4th Street

Criteria for evaluating submitted written proposals		Ranking: 1=low; 3=medium; 5=highest	Notes
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	<i>B. How visible is the façade improvement? Is the façade improvement multi-story, does the width exceed 25 feet? (If yes to both 5 points; partial=2-4 points, neither=0 points)</i>	3	
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	<i>C. Is the property a designated historic landmark? (yes=5 points, no=0 points)</i>	0	
	<i>D. Has the owner submitted an application to the State Historic Fund for matching dollars? (yes=5 points, no=0 points)</i>	0	





FAÇADE IMPROVEMENT PROGRAM GRANT APPLICATION

Applicant: 212 4TH, LLC (EARL SETHRE) HAUSER ARCHITECTS, PC

Business: NOT CURRENTLY OCCUPIED

Property Owner: 212 4TH, LLC

Address: 7400 SUNRISE RIDGE, LOVELAND, CO 80538

Phone: (970) 669-8220 (HAUSER ARCHITECTS)

NARRATIVE: Describe the scope of improvements including materials used and color: (For a more complete response, applicants are encouraged to complete the narrative on a separate page)

SEE ATTACHED

AL@HAUSERARCHITECTSPC.COM
 TROY@FLAGSTONE PARTNERS.COM
 EARL@JORVET.COM
 JPAUIERI@COMCAST.NET

Please include the following with the application:

- Proof of taxes paid for property or existing business
- Two professional contractor estimates for the cost of the proposed improvements
- Digital photos of the existing building facade and a professional design sketch or rendering
- Written approval of the building owner if renting N/A

Total Construction Cost: UNDETERMINED (if applicable)

Façade Improvement Cost: 46,360

Total Project Cost:

X .10 or X.5

Grant Request: \$12,500

**212-214 E. FOURTH STREET
PROJECT NARRATIVE**

**CITY OF LOVELAND
FAÇADE MATCHING GRANT PROGRAM**

January 26, 2012

This property was purchased in May of 2011 by 212 4th, LLC (Earl Sethre). The previous owner had a deed restriction that was interfering with the planned construction of the Rialto Bridge project, immediately to the east of this property. The property purchase allowed for the continued construction of the Rialto Bridge.

At the time of purchase, the main floor tenant was Loveland Music and the second level contained seven studio apartment units. In the summer of 2011, Loveland Music relocated further to the east on 4th Street and the apartment units were vacated to allow for vertical construction of the Rialto Bridge. Thus, the entire building is currently vacant. During the fall of 2011, the owner completed asbestos abatement of the building and total interior demolition of both floors.

The owner is working with Flagstone Partners (Troy Peterson) and Palieri & Associates (Joe Palieri) in the rehabilitation of the property. The project architect is Hauser Architects, PC (Alan Hauser), and the General Contractor will be Hoff Construction, Inc. (Greg Hoff).

The width of the building façade is 25 feet and the two story structure is approximately 32 feet in height. The building also has an unfinished basement level which has historically housed various tenants and businesses. There is no current plan for renovation of the basement level, although this could occur at some point in the project. The project development team is currently working with potential tenants for the building which could include restaurant/bar, retail and/or office uses.

The building façade will undergo major restoration as depicted in the attached drawings. The street level will be returned to its original historic character with a timber and glass storefront with transom or clerestory leaded stained/beveled glazing. The steel transom beam will be exposed and the two large upper level windows will be replaced with new custom wood windows in the historic character. All existing masonry work will be restored and the cut stone plinth blocks at the two flanking pilasters will be replaced. Decorative steel canopies may or may not be incorporated to identify the two entry points and provide further weather protection.

The stairway to the second floor will be reconstructed to meet current building codes, which will also provide for a recessed entry at the street level doorway to the second floor. The existing recessed entryway to the main level space is proposed to remain similar to its current configuration. Colors used in the restoration of the storefront will be muted earth tone colors in brown, grey or green palates.

Enclosed are current photographs of the front and rear facades of the building along with a series of oblique historical photos of the building which were obtained from the files of the Loveland Museum.

City of Loveland Façade Improvement- Application Prioritization Criteria

Date 2/24/2012

Reviewer Kristine Kaschke

Applicant/Building Address: 212 4th Street, LLC

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1	Before prioritization of the applicant, staff reviewed the application to ensure it has met the minimum requirements as outlined in the applications. Yes/No	<input checked="" type="radio"/> Yes/ <input type="radio"/> No	
Required Criteria			
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	A. Is the property located on a prominent corner in Downtown Loveland? Example: 4th and Cleveland or 4th and Lincoln? (yes= 5 points; partially visible=2-4 points no= 0 points)	4	Next to the Realto
	B. How visible is the façade improvement? Is the façade improvement multi-story, does the width exceed 25 feet? (If yes to both 5 points; partial=2-4 points, neither=0 points)	5	colored steel preferred
3	In order for this program to be of greatest benefit to the property owner and to downtown, any project should be leveraged with funds from the State Historic Fund. This means that the structure in consideration must be designated as a historic landmark. This in mind, what is the likelihood of historic designation and thus the likelihood that this project will be leveraged by State Historic Fund?		
	A. Integrity (does the improvement include or embody its original elements, features, characteristics?)(If yes=5 points; partial=2-4 points, no=0 points)	4	like the stain glass
	B. Does the structure embody the distinctive characteristics of a type, period, or method of construction/architecture, or represents the work of a master, or that possesses high artistic values? (If yes=5 points; partial=2-4 points, no=0 points)	3	
	C. Is the property a designated historic landmark? (yes=5 points, no=0 points)	0	
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City of Loveland Façade Improvement- Application Prioritization Criteria

Date 2/24/12

Reviewer Norm Rehme

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	A. Is the property located on a prominent corner in Downtown Loveland? Example: 4th and Cleveland or 4th and Lincoln? (yes= 5 points; partially visible=2-4 points no= 0 points)	4	
	B. How visible is the façade improvement? Is the façade improvement multi-story, does the width exceed 25 feet? (If yes to both 5 points; partial=2-4 points, neither=0 points)	5	next to Rialto Bridge
3	In order for this program to be of greatest benefit to the property owner and to downtown, any project should be leveraged with funds from the State Historic Fund. This means that the structure in consideration must be designated as a historic landmark. This in mind, what is the likelihood of historic designation and thus the likelihood that this project will be leveraged by State Historic Fund?		
	A. Integrity (does the improvement include or embody its original elements, features, characteristics?)(If yes=5 points; partial=2-4 points, no=0 points)	5	drawings attempt to bring back character
	B. Does the structure embody the distinctive characteristics of a type, period, or method of construction/architecture, or represents the work of a master, or that possesses high artistic values? (If yes=5 points; partial=2-4 points, no=0 points)	5	
	C. Is the property a designated historic landmark? (yes=5 points, no=0 points)	0	not
	D. Has the owner submitted an application to the State Historic Fund for matching dollars? (yes=5 points, no=0 points)	0	no

City of Loveland Façade Improvement- Application Prioritization Criteria

Date 2-24-2012

Reviewer EKWALL

Applicant/Building Address: 212 4th Street, LLC

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	<i>C. Is the property a designated historic landmark? (yes=5 points, no=0 points)</i>	0	
	<i>D. Has the owner submitted an application to the State Historic Fund for matching dollars? (yes=5 points, no=0 points)</i>	0	



Loveland
MUSIC



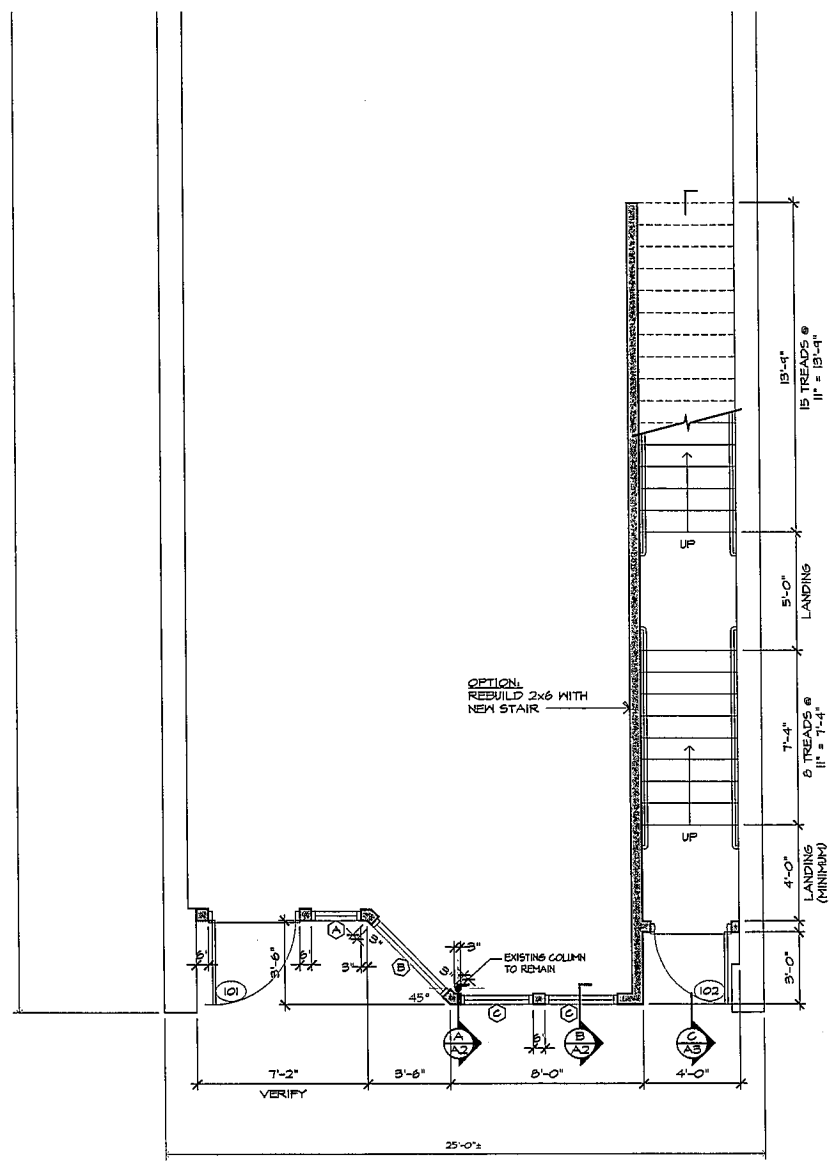




MD-1950's



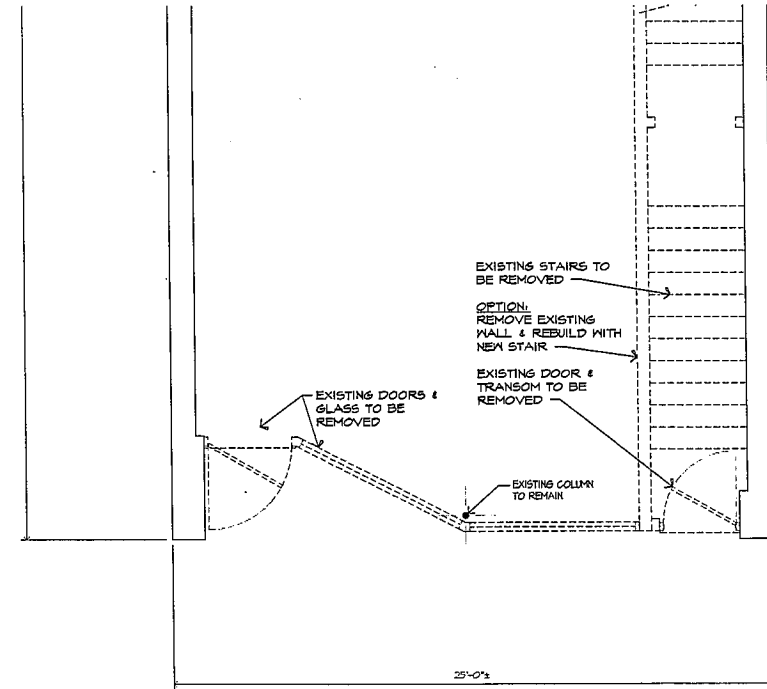
1920 (DATED)



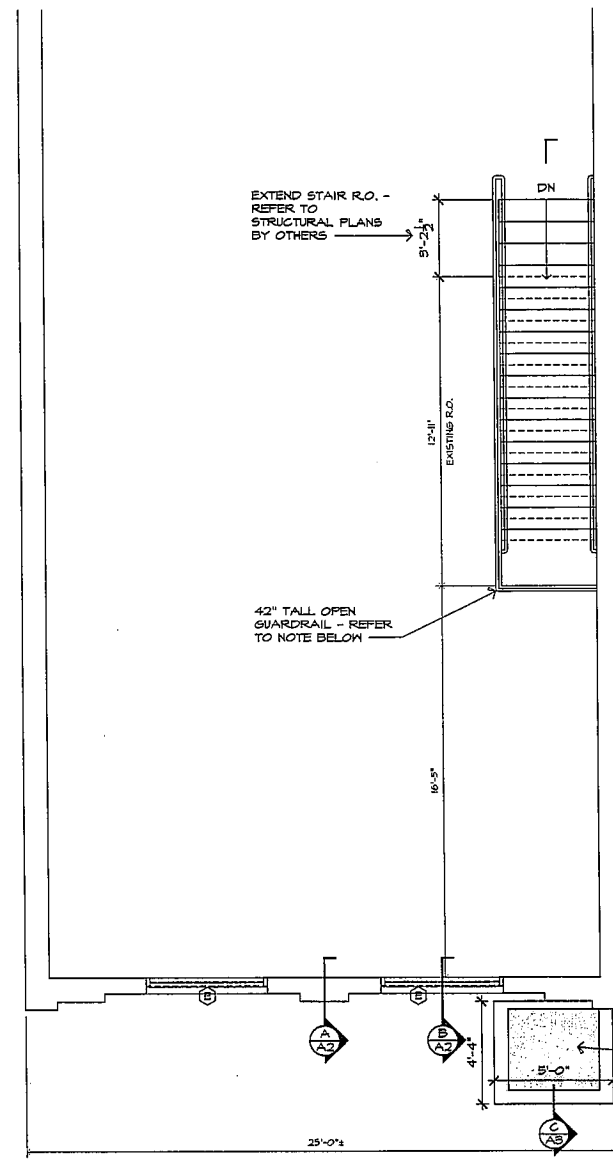
212 - 214 E. 4TH STREET
MAIN FLOOR PLAN
 SCALE: 1/4" = 1'-0" 2,701 SF



- = NEW WALL CONSTRUCTION
 NEW INTERIOR WALLS SHALL BE 2x6 WOOD STUDS 16" O.C. = 5/8" GYP. BOARD FINISH WITH LEVEL 4 SLICK FINISH.
- = EXISTING WALLS TO REMAIN
- = DASHED LINES INDICATE WALLS, WINDOWS, DOORS, EQUIPMENT, CASEWORK ETC. TO BE REMOVED OR RELOCATED



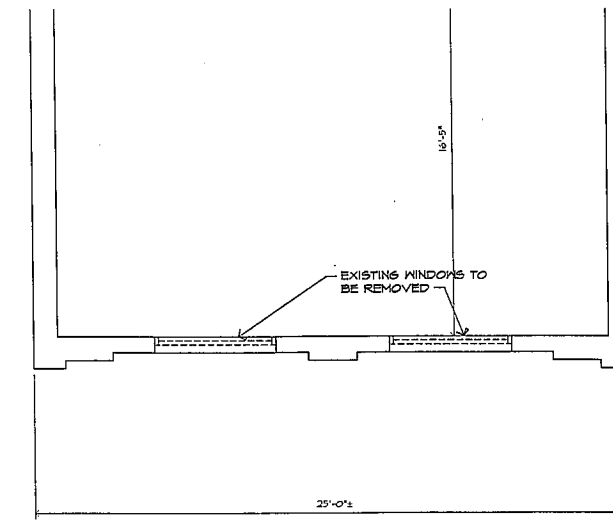
MAIN FLOOR DEMO PLAN
 SCALE: 1/4" = 1'-0"



212 - 214 E. 4TH STREET
SECOND FLOOR PLAN
 SCALE: 1/4" = 1'-0" 2,642 SF



OPEN GUARDRAIL NOTE:
 OPEN GUARDRAILS SHALL BE 42" TALL MINIMUM. THE INTERMEDIATE RAILS, BALUSTERS OR ORNAMENTAL PATTERN SHALL BE SPACED SUCH THAT A 4 INCH DIAMETER SPHERE CANNOT PASS THROUGH ANY OPENING UP TO A HEIGHT OF 34 INCHES. FROM A HEIGHT OF 34 INCHES TO 42 INCHES A 3 INCH SPHERE SHALL NOT PASS.



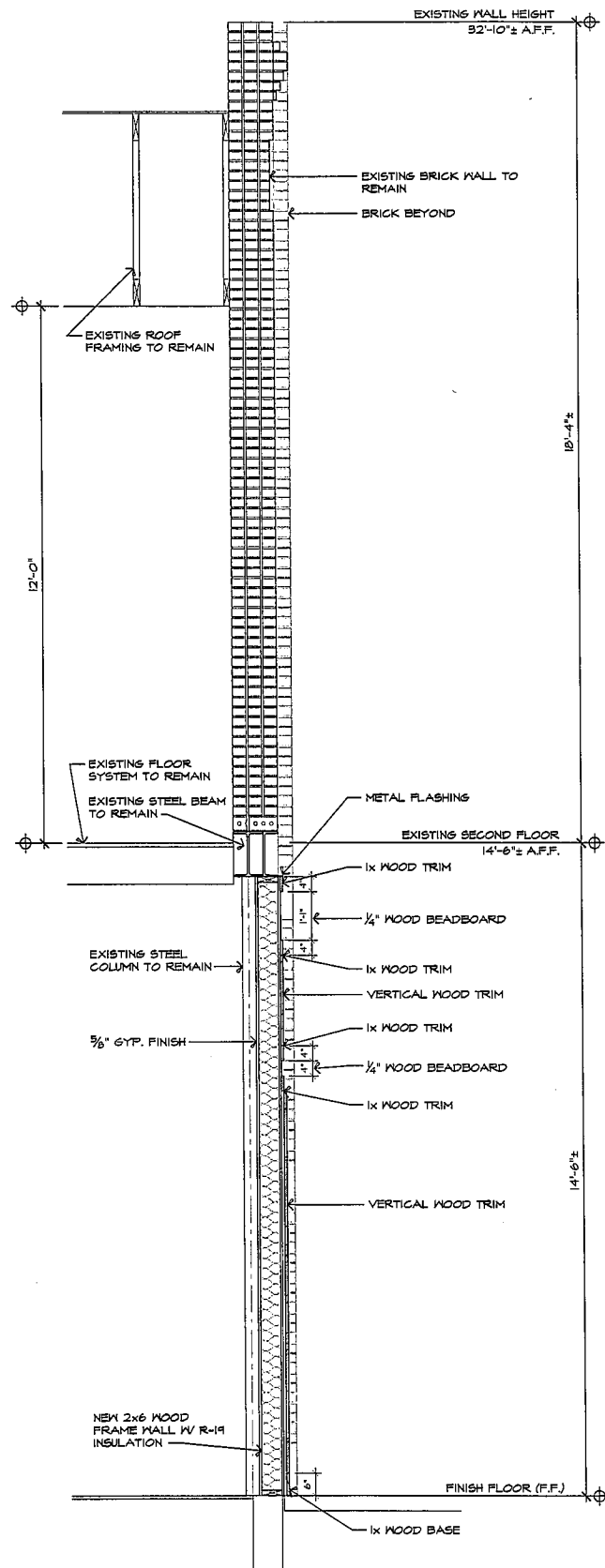
SECOND FLOOR DEMO PLAN
 SCALE: 1/4" = 1'-0"



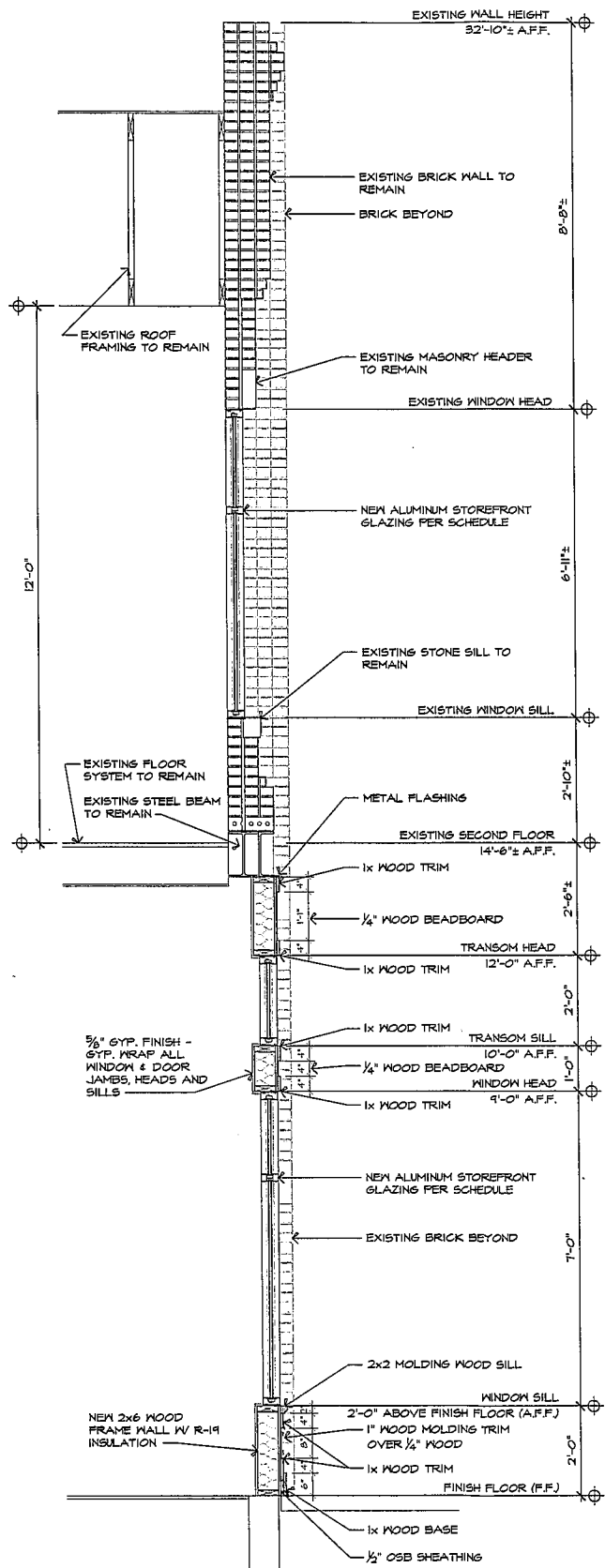
HAUSER
 ARCHITECTS
 3780 East 15th Street, Suite 201 • Loveland, Colorado 80538
 970.669.8220
 E-mail: info@hauserarchitects.com

LOVELAND URBAN RENEWAL AUTHORITY
FAÇADE IMPROVEMENT
 212 - 214 EAST 4TH STREET LOVELAND, CO 80537
 SHEET TITLE: **MAIN & SECOND FLOOR REMODEL & DEMO PLANS**

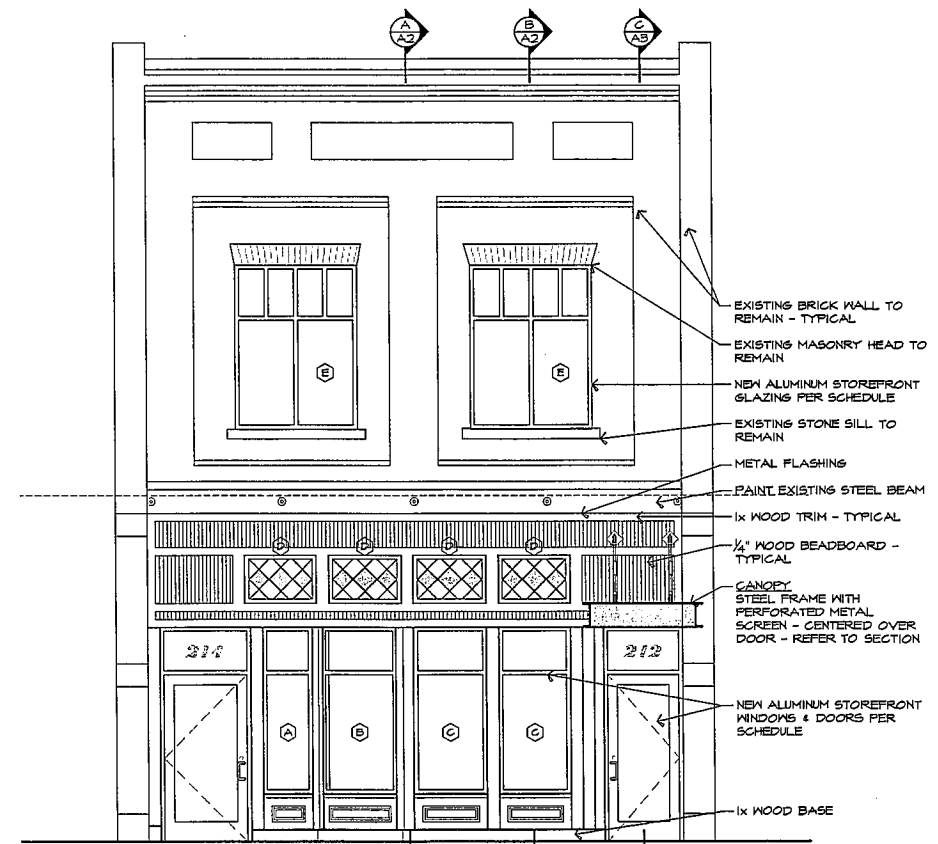
PROJECT NO.	
DRAWN	BJD
CHECKED	
DATE	12.22.11



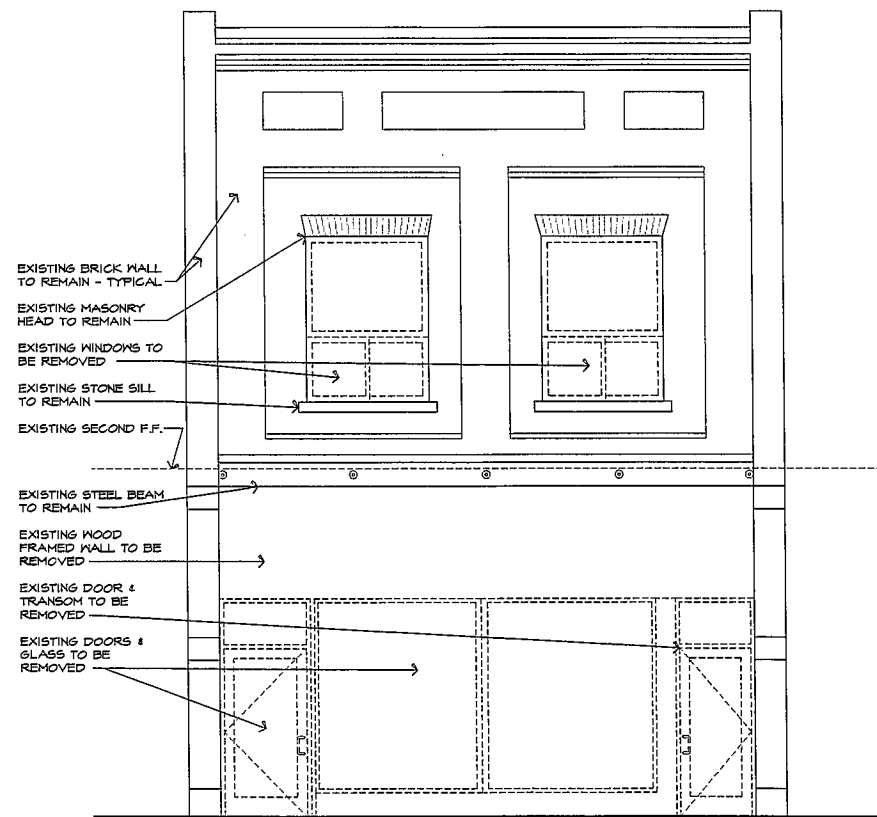
A2 WALL DETAIL
SCALE: 1/2" = 1'-0"



B2 WALL DETAIL
SCALE: 1/2" = 1'-0"



212 - 214 E. 4TH STREET
REMODELED FRONT ELEVATION
SCALE: 1/4" = 1'-0"

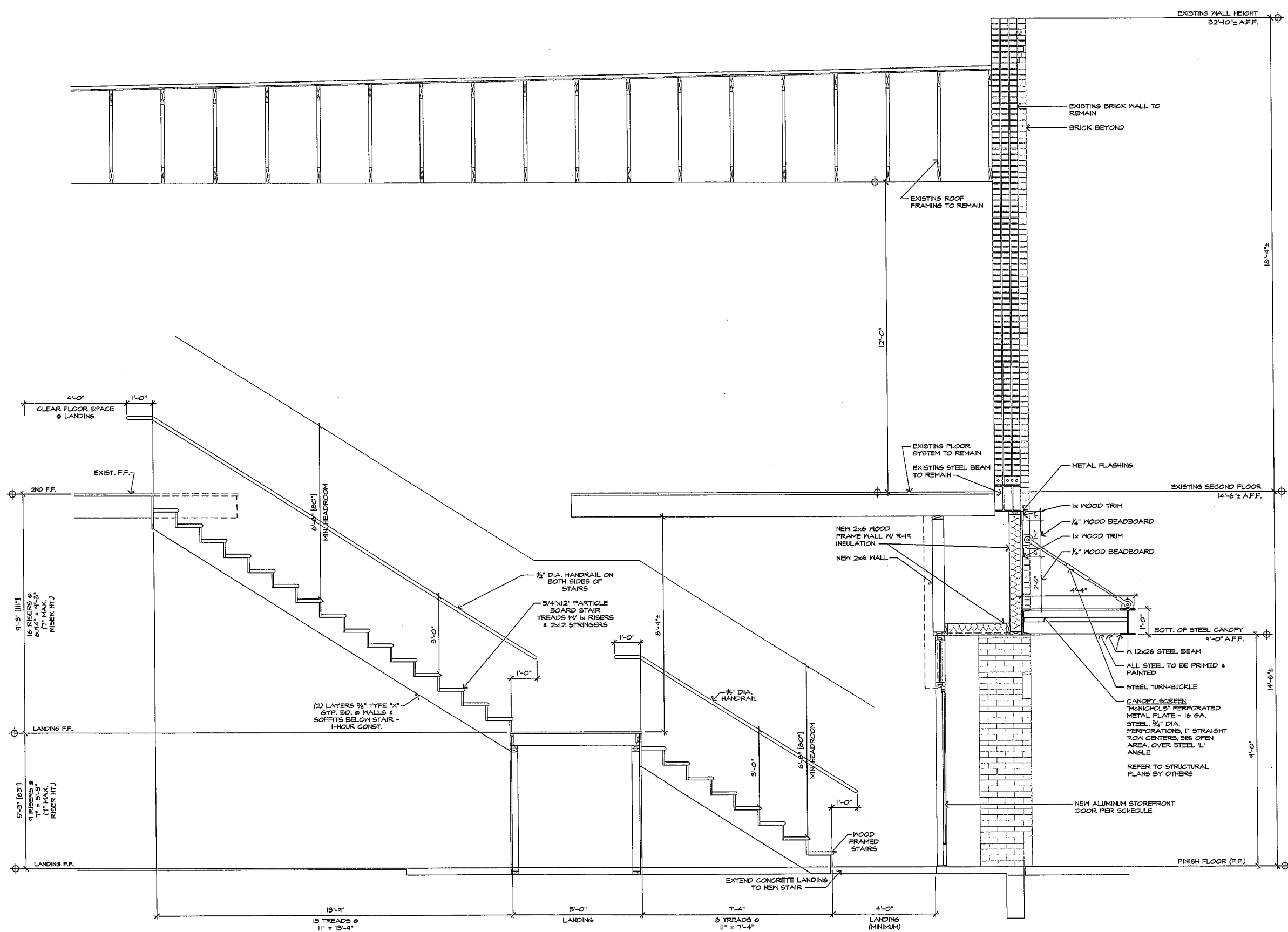


FRONT ELEVATION DEMO PLAN
SCALE: 1/4" = 1'-0"

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970.669.8220
E-mail: info@hauserarchitects.com

LOVELAND URBAN RENEWAL AUTHORITY
FACADE IMPROVEMENT
212 - 214 EAST 4TH STREET LOVELAND, CO 80537
SHEET TITLE: **WALL DETAILS & EXTERIOR ELEVATION**

PROJECT NO.	
DRAWN	BJD 12.22.11
CHECKED	



STAIR SECTION
SCALE: 1/2" = 1'-0"

- GENERAL STAIR NOTES:**
- ALL STAIRWAYS SHALL HAVE A HEADROOM CLEARANCE OF NOT LESS THAN 6 FEET 8 INCHES (80 INCHES).
 - THE RADIUS OF CURVATURE AT THE LEADING EDGE OF THE TREAD SHALL BE NO GREATER THAN 1/2 INCH. BEVELING OF NOSINGS SHALL NOT EXCEED 1/8 INCH. THE LEADING EDGE (NOSINGS) OF TREADS SHALL PROJECT NO MORE THAN 1/8 INCHES BEYOND THE TREAD BELOW AND ALL PROJECTIONS OF THE LEADING EDGES SHALL BE OF UNIFORM SIZE, INCLUDING THE LEADING EDGE OF THE FLOOR AT THE TOP OF A FLIGHT.
 - RISERS SHALL BE SOLID AND VERTICAL OR SLOPED FROM THE UNDERSIDE OF THE LEADING EDGE OF THE TREAD ABOVE AT AN ANGLE NOT MORE THAN 90 DEGREES FROM THE VERTICAL.
 - THE MAXIMUM RISER HEIGHT SHALL BE 7 INCHES AND THE MINIMUM TREAD DEPTH SHALL BE 11 INCHES WITH NO MORE THAN 0.375 INCH VARIATION BETWEEN RISER HEIGHTS AND TREAD WIDTHS.
 - WALLS AND SOFFITS OF ANY ENCLOSED USABLE SPACE UNDER STAIRS SHALL BE 1-HOUR FIRE-RESISTIVE CONSTRUCTION.

- TOP OF HANDRAILS SHALL BE PLACED NOT MORE THAN 36 INCHES AND NOT LESS THAN 34 INCHES ABOVE THE NOSING OF THE TREADS. HANDRAILS SHALL HAVE AN OUTSIDE DIAMETER OF 1.25 INCHES MINIMUM AND 2 INCHES MAXIMUM OR A PERIMETER DIMENSION PER CODE FOR ADEQUATE GRASPABILITY. ALL HANDRAIL GRIPPING SURFACE SHALL BE CONTINUOUS WITHOUT INTERRUPTION. HANDRAIL SHALL RETURN TO A WALL, GUARD OR WALKING SURFACE OR SHALL BE CONTINUOUS TO AN ADJACENT FLIGHT OF STAIRS. NON-CONTINUOUS HANDRAILS SHALL EXTEND 12 INCHES BEYOND TOP RISER AND CONTINUE TO SLOPE FOR THE DEPTH OF ONE TREAD BEYOND THE BOTTOM RISER. CLEARANCE BETWEEN HANDRAILS AND A WALL OR OTHER SURFACE SHALL BE A MINIMUM OF 15 INCHES.
- OPEN GUARDRAILS:**
OPEN GUARDRAILS SHALL BE 42" TALL MINIMUM. THE INTERMEDIATE RAILS, BALUSTERS OR ORNAMENTAL PATTERN SHALL BE SPACED SUCH THAT A 4 INCH DIAMETER SPHERE CANNOT PASS THROUGH ANY OPENING UP TO A HEIGHT OF 34 INCHES. FROM A HEIGHT OF 34 INCHES TO 42 INCHES A 6 INCH SPHERE SHALL NOT PASS.

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E-mail: info@hauserarchitects.com

LOVELAND URBAN RENEWAL AUTHORITY
FACADE IMPROVEMENT
212 - 214 EAST 4TH STREET LOVELAND, CO 80537
SHEET TITLE: **STAIR SECTION & EXTERIOR CANOPY SECTION**

PROJECT NO.	
DRAWN	B.J.D.
CHECKED	
DATE	12.22.11

DOOR & STOREFRONT SCHEDULE

DOOR No.	SIZE			DOOR				FRAME			HARDWARE	REMARKS
	KL	HT.	THK.	TYPE	MATERIAL	FINISH	GLAZING	TYPE	MATERIAL	FINISH		
MAIN FLOOR PLAN												
101	3'-6"	7'-0"	1 3/4"	DA	ALUMINUM	BRONZE ANOD.	YES	FA	ALUMINUM	BRONZE ANOD.	HI	AUTOMATIC CLOSER
102	3'-0"	7'-0"	1 3/4"	DB	ALUMINUM	BRONZE ANOD.	YES	FB	ALUMINUM	BRONZE ANOD.	HI	AUTOMATIC CLOSER

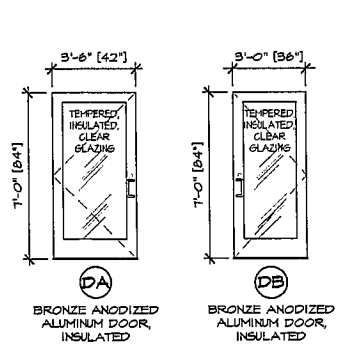
DOOR HARDWARE:
 ALL ENTRANCE LOCK, PANIC HARDWARE, HEAVY DUTY CLOSER, LATCH GUARD, THRESHOLD, WEATHERSTRIPPING,
NOTES:
 COORDINATE ALL HARDWARE WITH OWNER. HARDWARE SHALL COMPLY WITH ALL ANSI REQUIREMENTS.

WINDOW SCHEDULE

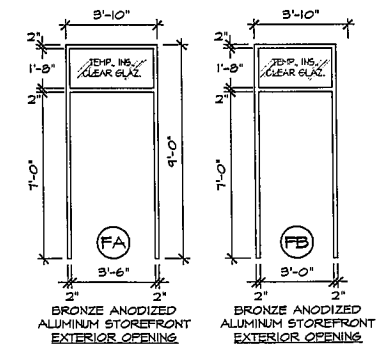
ID	NOMINAL SIZE		GLAZING	FRAME	SILL HEIGHT ABOVE FINISH FLOOR (A.F.F.)	HEAD HEIGHT ABOVE FINISH FLOOR (A.F.F.)	REMARKS
	KL	HT.					
A	2'-4 1/2"	7'-0"	TEMPERED, INSULATED CLEAR GLAZING	BRONZE ANODIZED ALUMINUM STOREFRONT	2'-0"	9'-0"	
B	4'-3 1/2"	7'-0"	TEMPERED, INSULATED CLEAR GLAZING	BRONZE ANODIZED ALUMINUM STOREFRONT	2'-0"	9'-0"	
C	3'-0"	7'-0"	TEMPERED, INSULATED CLEAR GLAZING	BRONZE ANODIZED ALUMINUM STOREFRONT	2'-0"	9'-0"	
D	3'-0"	2'-0"	STAINED GLASS	BRONZE ANODIZED ALUMINUM STOREFRONT	10'-0"	12'-0"	
E	5'-1 1/2"	6'-11 1/2"	TEMPERED, INSULATED CLEAR GLAZING	BRONZE ANODIZED ALUMINUM STOREFRONT	2'-4 1/2"	9'-5 1/2"	

GENERAL WINDOW NOTES:

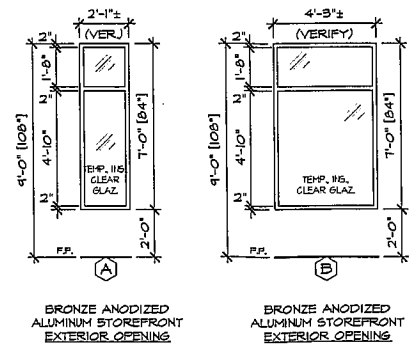
- VERIFY ALL MATERIALS, FINISHES AND COLORS WITH OWNER.
- ALL BRONZE ANODIZED ALUMINUM WINDOW SIZES ARE NOMINAL. VERIFY ACTUAL WINDOW R.O. DIMENSIONS IN THE FIELD. VERIFY INTERIOR AND EXTERIOR FINISHES ALONG WITH GLAZING TYPE WITH OWNER. REFER TO ELEVATIONS.
- TEMPERED GLASS IS REQUIRED WHEN GLAZING ADJACENT TO A DOOR WHERE THE NEAREST EXPOSED EDGE OF THE GLAZING IS WITHIN A 24 INCHES OF ARC OF EITHER VERTICAL EDGE OF THE DOOR IN A CLOSED POSITION AND WHERE THE BOTTOM EXPOSED EDGE OF THE GLAZING IS LESS THAN 60 INCHES ABOVE THE WALKING SURFACE, WITHIN 18 INCHES OF FINISHED FLOOR, OVER 9 SQUARE FEET AND AT THE ADJACENT WALLS OF A STAIRWAY LANDINGS.
- PROVIDE GYP RETURNS @ HEADS, JAMBS AND SILL WHERE NECESSARY.
- F.F. = FINISH FLOOR



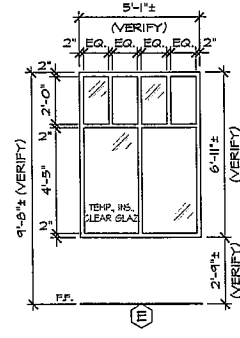
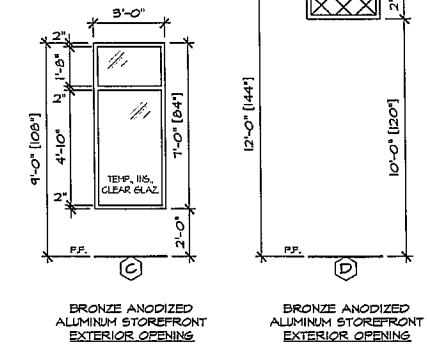
DOOR TYPE ELEVATIONS
 SCALE: 1/4" = 1'-0"



DOOR FRAME ELEVATIONS
 SCALE: 1/4" = 1'-0"



WINDOW ELEVATIONS
 SCALE: 1/4" = 1'-0"

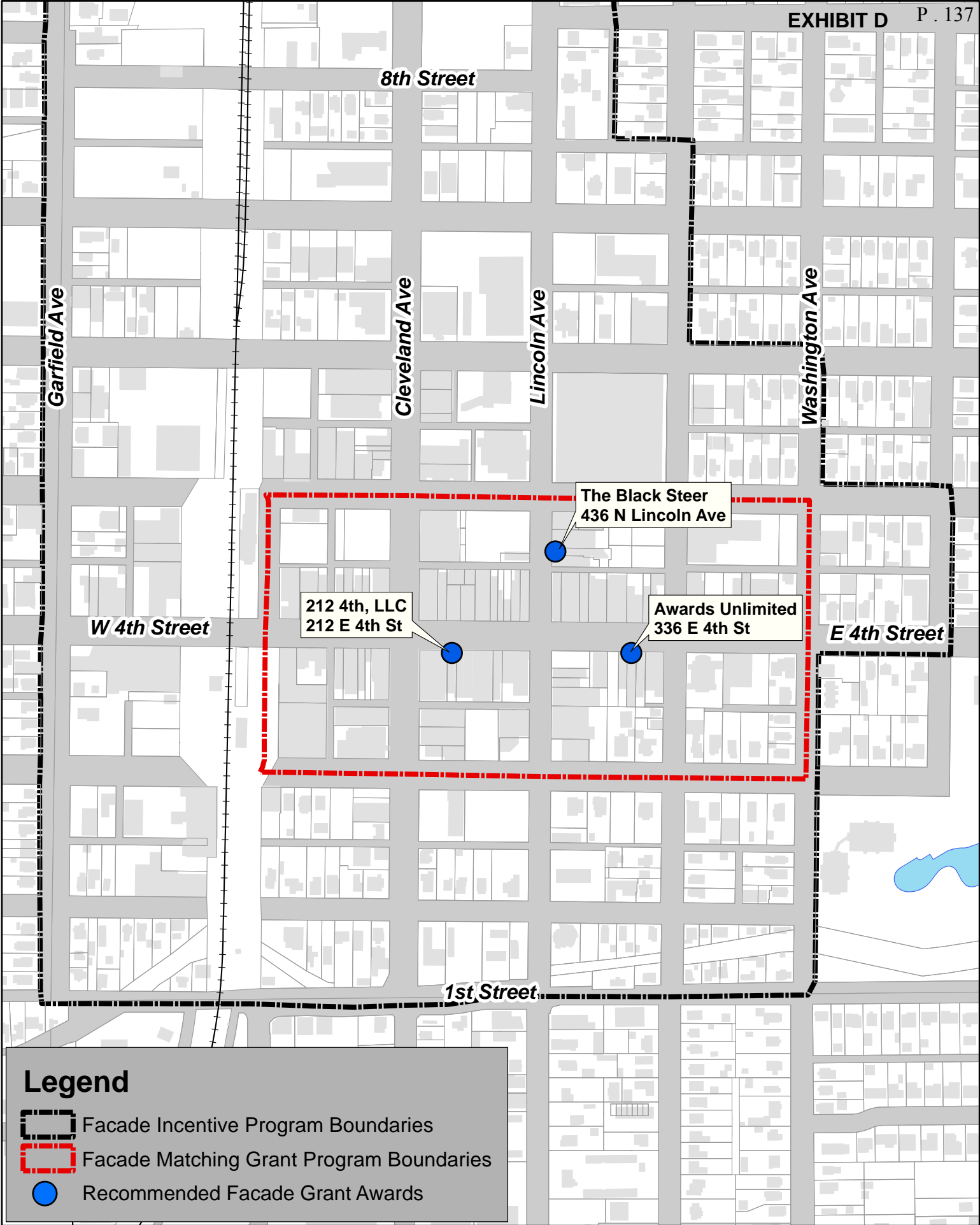


BRONZE ANODIZED ALUMINUM STOREFRONT EXTERIOR OPENING

HAUSER
 ARCHITECTS
 3780 East 15th Street, Suite 201 • Loveland, Colorado 80538
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 E-mail: info@hauserarchitects.com

LOVELAND URBAN RENEWAL AUTHORITY
FACADE IMPROVEMENT
 212 - 214 EAST 4TH STREET LOVELAND, CO 80537
 SHEET TITLE: **STOREFRONT DOOR & WINDOW SCHEDULES & ELEVATIONS**

PROJECT NO.	
DRAWN	BJD 12.22.11
CHECKED	





CITY OF LOVELAND
PUBLIC WORKS DEPARTMENT

Administration Offices • 410 East Fifth Street • Loveland, Colorado 80537
(970) 962-2555 • FAX (970) 962-2908 • TDD (970) 962-2620

AGENDA ITEM: 10
MEETING DATE: 4/3/2012
TO: City Council
FROM: Dave Klockeman, Public Works Department
PRESENTER: Dave Klockeman, Public Works Department

TITLE:

A Resolution approving an Intergovernmental Agreement between the City of Loveland, Colorado, Coulson Excavating Company, Inc., and Larimer County, Colorado for Larimer County Road 24 E (East 37th Street) interim improvements

RECOMMENDED CITY COUNCIL ACTION:

Make a motion to approve the Resolution

OPTIONS:

1. Adopt the action as recommended
2. Deny the action
3. Adopt a modified action (specify in the motion)
4. Refer back to staff for further development and consideration
5. Adopt a motion continuing the item to a future Council meeting

DESCRIPTION:

This is an administrative action to approve an agreement with Larimer County and Coulson Excavating Company, Inc. to cooperatively make interim improvements to East 37th Street (CR 24E) from Monroe Avenue to Madison Avenue, sharing the costs for the improvement, and authorization for the City Manager to execute the agreement. The total cost of the project is \$719,967.24, with the City's portion being \$250,316.

BUDGET IMPACT:

- Positive
 Negative
 Neutral or negligible

Funding for this project has been programmed in the City Transportation Capital Improvement Plan (\$250,316), approved by City Council as part of the adopted 2012 City Budget.

SUMMARY:

E 37th Street (CR 24E) between Monroe and Madison is currently in unincorporated Larimer County, immediately adjacent to the City limits and within the City's Urban Growth Boundary.

This section of roadway is maintained by the County. The existing roadway surface is treated aggregate (gravel) over existing soft ground making it difficult for the County to maintain. The traffic exceeds 1700 vehicles per day and is heavily used by City residents, as well as an access for emergency vehicles from Fire Station 5, located on Knobcone Drive just east of US 287.

This section of 37th Street is shown in the City's 2030 Transportation Plan as a future Minor Arterial. Due to alignment issues at Madison Avenue, and to plan for future utilities in the area, City Public Works staff had developed preliminary plans for the roadway when it became a City street.

Since September of 2011, City staff, County Staff, and a representative from Coulson Excavating, Inc. (the adjacent property owner) have discussed possible options to upgrade 37th Street. As a result of those meetings, a proposed plan was created to construct a paved 38 foot interim roadway section that could be incorporated into the City's future Minor Arterial street section when annexed. The split of the project costs was determined based on agreement of the City, Larimer County, and Coulson Excavating Company, Inc., leveraging the funding from the three groups to build a project that was cost prohibitive for each party individually.

The \$719,967.24 project will be constructed by the County using its forces and/or existing contracts with Coulson Excavating, Inc. Total cost for the project will be divided between the County (\$269,652), the City (\$250,316) with Coulson Excavating, Inc. contributing \$200,000 (See Exhibit B). Included in the City's costs are portions of the construction, the preparation of the construction plans and specifications, construction surveying, material testing, signing and striping, and minor irrigation ditch work. The County will continue to maintain 37th Street until such time as it is annexed into the City.

The Agreement attached to this item reflects the responsibilities of the City, Larimer County, and Coulson Excavating Company, Inc. for the construction and maintenance of this section of roadway.

REVIEWED BY CITY MANAGER:

William D. Cabell

LIST OF ATTACHMENTS:

Resolution

Agreement with Exhibits A and B

RESOLUTION #R-30-2012

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF LOVELAND, COLORADO, COULSON EXCAVATING COMPANY, INC., AND LARIMER COUNTY, COLORADO FOR LARIMER COUNTY ROAD 24 E (EAST 37TH STREET) INTERIM IMPROVEMENTS

WHEREAS, Larimer County, Colorado (the “County”) is responsible for construction and maintenance of a certain right-of-way located within Larimer County between Monroe Avenue and Madison Avenue and known as Larimer County Road 24E (East 37th Street) (the “Existing ROW”); and

WHEREAS, the Existing ROW is outside of and immediately adjacent to Loveland city limits, is within the City’s Urban Growth Area, and serves a significant number of Loveland’s citizens; and

WHEREAS, the Existing ROW is located immediately adjacent to and through real property owned by Coulson Excavating Company, Inc. (“Coulson”), which is currently used for a construction business, and other vacant real property owned by Coulson that may in the future be used for future development; and

WHEREAS, the City, the County, and Coulson desire that a portion of the Existing ROW and a proposed new right-of-way be improved to a two-lane Minor Arterial street design (together, the “Future ROW”), but the County does not currently have sufficient funds to construct the improvements; and

WHEREAS, the City, the County, and Coulson desire to cooperate with one another to construct interim improvements to the Existing ROW and a portion of the proposed new right-of-way to create an improved roadway (the “Interim Roadway”) to be consistent with the ultimate improvements to be constructed in the future to complete the Future ROW; and

WHEREAS, as governmental entities in Colorado, the City and the County are authorized, pursuant to C.R.S. § 29-1-203, to cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each.

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

Section 1. That the “Agreement For Larimer County Road 24E (East 37th Street) Improvements” (the “Intergovernmental Agreement”), attached hereto as Exhibit A and incorporated herein by reference, is hereby approved.

Section 2. That the City Manager is hereby authorized, following consultation with the City Attorney, to modify the Intergovernmental Agreement in form or substance as deemed necessary to effectuate the purposes of this Resolution or to protect the interests of the City.

Section 3. That the City Manager and the City Clerk are hereby authorized and directed to execute the Intergovernmental Agreement on behalf of the City.

Section 4. That this Resolution shall be effective as of the date of its adoption.

ADOPTED this 3rd day of April, 2012.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



Assistant City Attorney

AGREEMENT
For Larimer County Road 24E(East 37th Street) Interim Improvements

THIS AGREEMENT(“**Agreement**”) is made and entered into this ____ day of _____, 2012, by and among the **CITY OF LOVELAND, COLORADO**, a municipal corporation (“**City**”), **COULSON EXCAVATING COMPANY, INC.**, a Colorado corporation (“**Coulson**”), and **LARIMER COUNTY, COLORADO**, a Political Subdivision of the State of Colorado (“**County**”)(each a “**Party**” and together, the “**Parties**”).

Whereas, the County is responsible for construction and maintenance of a certain right-of-way located within Larimer County between Monroe Avenue and Madison Avenue and known as Larimer County Road 24E(East 37th Street) (“**Existing ROW**”); and

Whereas, the Existing ROW is outside of and immediately adjacent to Loveland city limits, is within the City’s Urban Growth Area, and serves a significant number of Loveland’s citizens; and

Whereas, the Existing ROW is located immediately adjacent to and through real property owned by Coulson, which is currently used for a construction business, and other vacant real property owned by Coulson that may in the future be used for future development; and

Whereas, the Parties desire that a portion of the Existing ROW and a proposed new right-of-way be improved to a two-lane Minor Arterial street design (together, the “**Future ROW**”), but the County does not currently have sufficient funds to construct the improvements; and

Whereas, the City, Coulson, and the County desire to cooperate with one another to construct interim improvements to the Existing ROW and a portion of the proposed new right-of-way to create an improved roadway (“**Interim Roadway**”); and

Whereas, the City, Coulson, and the County intend for the Interim Roadway to be consistent with the ultimate improvements to be constructed in the future to complete the Future ROW; and

Whereas, as governmental entities in Colorado, the City and the County are authorized, pursuant to C.R.S. §29-1-203, to cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each.

Now, therefore, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. **Project Description.** The Parties agree to cooperate with one another to construct the Interim Roadway in accordance with the terms of this Agreement and all applicable laws and regulations (“**Project**”). A drawing depicting the Project location and final construction plans for “East 37th Street Paving – Monroe to Madison” is attached hereto as **Exhibit A** and incorporated herein by reference.

2. **City's Project Responsibilities.** The City shall: (i) prepare the necessary documents, using the County's forms, for acquisition of additional rights-of-way necessary to construct the Future ROW; (ii) prepare plans and specifications for the Project; (iii) provide the necessary pavement markings and traffic control signs for the Interim Roadway; (iv) share, with the County, the necessary construction surveys, materials testing, and construction inspection for the Project; and (v) upon appropriate billing by the County, pay for a proportionate share of the Project construction costs as shown in **Exhibit B**, attached hereto and incorporated herein by reference.
3. **Coulson's Project Responsibilities.** Coulson shall: (i) dedicate to the County the real property currently owned by Coulson that is necessary for the Future ROW; (ii) partner with the County to construct the Project; and (iii) pay for a proportionate share of the Project construction costs, with a maximum expenditure of \$200,000.00, as shown in **Exhibit B**.
4. **County's Project Responsibilities.** The County shall: (i) prepare the necessary documents for vacation of the segments of the Existing ROW (with provisions for any utilities remaining in the vacated segments of the Existing ROW) that will not be used in the Future ROW; (ii) partner with Coulson to construct the Project; (iii) provide contract administration, and (iv) pay for a proportionate share of the Project construction costs as shown in **Exhibit B**.
5. **Maintenance of ROW.** The County shall be responsible, at its sole cost and expense, for maintaining the Existing ROW, Interim Roadway, and Future ROW until the underlying land is annexed into the City, after which time the City shall take over responsibility for maintaining the Existing ROW, Interim Roadway, and Future ROW at the City's sole cost and expense.
6. **Governmental Immunity Act.** No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the notices, requirements, immunities, rights, benefits, protections, limitations of liability, and other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.* or any other applicable law.
7. **Appropriation Required.**
 - a. To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of the City, it shall be subject to annual appropriation pursuant to the City of Loveland Municipal Charter Section 11-6 and Article X, Section 20 of the Colorado Constitution. The City shall have no obligation to continue this Agreement in any fiscal year in which no such appropriation is made.
 - b. To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of the County, it shall be subject to annual appropriation pursuant to Article X, Section 20 of the Colorado Constitution. The County shall have no

obligation to continue this Agreement in any fiscal year in which no such appropriation is made.

8. **Enforceability.** The Parties to this Agreement recognize that there are legal constraints imposed on the City and the County by the Constitution, statutes, and laws of the State of Colorado and the United States, and on the City by its Charter and Code, and that, subject to such constraints, the Parties intend to carry out the terms and conditions of this Agreement. Notwithstanding any of the provisions of this Agreement to the contrary, in no event shall the Parties exercise any power or undertake any action that shall be prohibited by applicable law. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law.
9. **Time of the Essence.** Time is of the essence of this Agreement and is a significant and material term of this Agreement.
10. **Force Majeure.** No Party shall be considered in default in respect to any obligation hereunder if prevented from fulfilling such obligation by reason of uncontrollable forces, which, for the purposes of this Agreement, shall mean any cause beyond the control of the Party affected, including, without limitation, failure of facilities, flood, earthquake, storm, lightning, fire, epidemic, or, riot, civil disturbance, labor disturbance, sabotage, and restraint by court or public authority, which by due diligence and foresight such party could not reasonably have been expected to avoid. Any Party rendered unable to fulfill any obligation by reason of uncontrollable forces shall exercise due diligence to remove such inability with all reasonable dispatch.
11. **Notices.** Written notices shall be directed as follows and shall be deemed received when hand-delivered or emailed, or three (3) days after being sent by certified mail, return receipt requested:

To the City:

Frank Hempen, Jr.
Department of Public Works
410 E. 5th Street
Loveland, CO 80537

To Coulson:

Richard Coulson
Coulson Excavating Company
3609 Madison Avenue
Loveland, CO 80537

To the County:

Dale L. Miller, Director
Larimer County Road and Bridge Department
P.O. Box 1190

Fort Collins, CO 80522

12. **Miscellaneous.** This Agreement contains the entire agreement of the Parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of the Parties. In the event a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement. No party shall assign this Agreement without the remaining parties' prior written consent. The covenants, agreements and obligations herein contained, except as herein otherwise specifically provided, shall extend to, bind, and inure to the benefit of the Parties and their respective successors and assigns. Nothing contained herein shall be deemed or construed by the Parties, nor by any third party, as creating the relationship of principal and agent or a partnership or a joint venture between the Parties. This Agreement shall be governed by the laws of the State of Colorado, and venue shall be only in the courts of County of Larimer, State of Colorado.

13. **Counterparts.** This Agreement may be executed in separate counterparts, and the counterparts taken together shall constitute the whole of this Agreement.

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

CITY OF LOVELAND, COLORADO

By: _____
William D. Cahill, City Manager

Attest:

City Clerk

Approved as to Form:



Assistant City Attorney

[Remainder of Page Intentionally Left Blank.]

COULSON EXCAVATING COMPANY, INC.

By: _____

Richard Beal

Title: _____

CEO

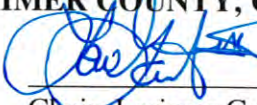
Attest:

Debra Montgomery

Corporate Secretary

[Remainder of Page Intentionally Left Blank.]

LARIMER COUNTY, COLORADO

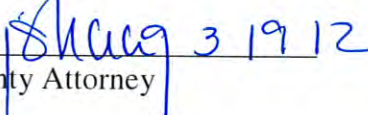
By: 
Chair, Larimer County Board of Commissioners

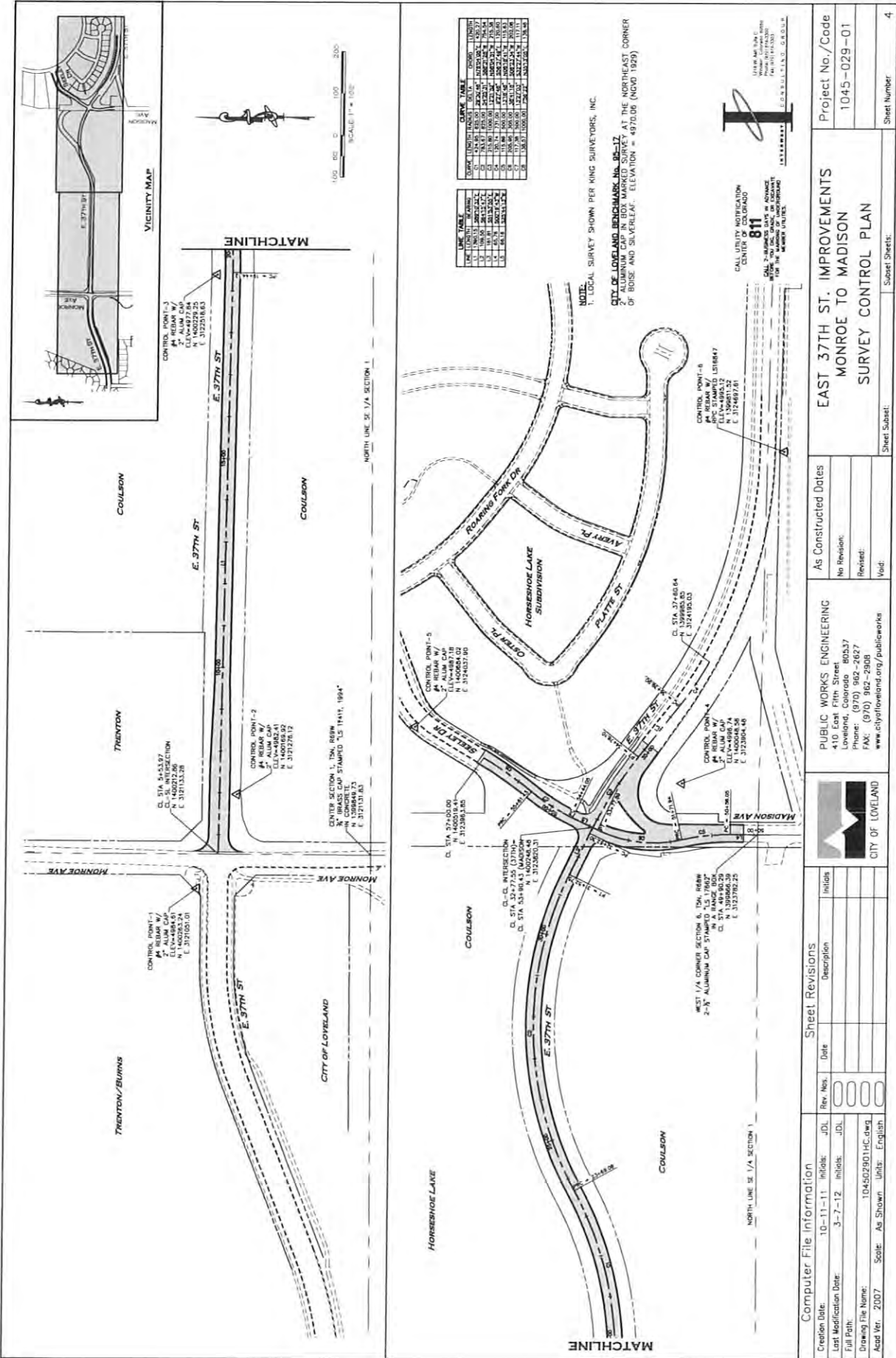
Attest:


County Clerk



Approved as to Form:

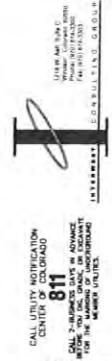
 3 19 12
Deputy County Attorney



LINE TABLE

LINE NO.	START STA.	END STA.	DESCRIPTION
1	1+00.00	1+00.00	START OF CURVE
2	1+00.00	1+00.00	END OF CURVE
3	1+00.00	1+00.00	START OF CURVE
4	1+00.00	1+00.00	END OF CURVE
5	1+00.00	1+00.00	START OF CURVE
6	1+00.00	1+00.00	END OF CURVE
7	1+00.00	1+00.00	START OF CURVE
8	1+00.00	1+00.00	END OF CURVE
9	1+00.00	1+00.00	START OF CURVE
10	1+00.00	1+00.00	END OF CURVE

NOTE:
 1. LOCAL SURVEY SHOWN PER KING SURVEYORS, INC.
 2. CITY OF LOVELAND BENCHMARK NO. 05-17
 3. ALUMINUM CAP IN BOX MARKED SURVEY AT THE NORTHEAST CORNER OF ROUSE AND SILVERLEAK. ELEVATION = 4970.06 (NGVD 1929)



PROJECT NO./CODE
 1045-029-01

**EAST 37TH ST. IMPROVEMENTS
 MONROE TO MADISON
 SURVEY CONTROL PLAN**

As Constructed Dates
 No Revision:
 Revised:
 Void:

PUBLIC WORKS ENGINEERING
 410 East 7th Street
 Loveland, Colorado 80537
 Phone: (970) 962-2827
 FAX: (970) 962-2808
 www.cityofloveland.org/publicworks



CITY OF LOVELAND

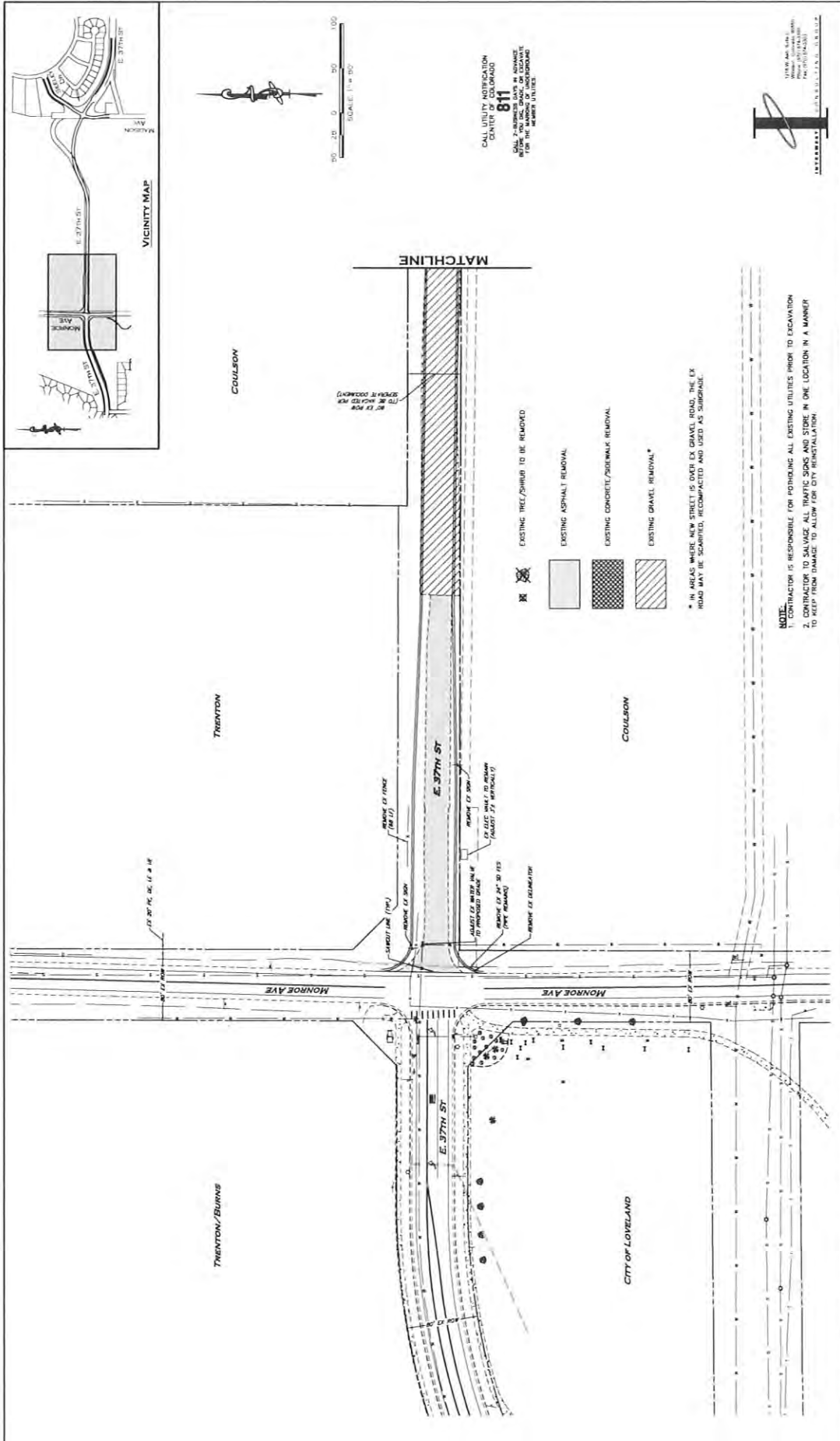
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Sheet Revisions

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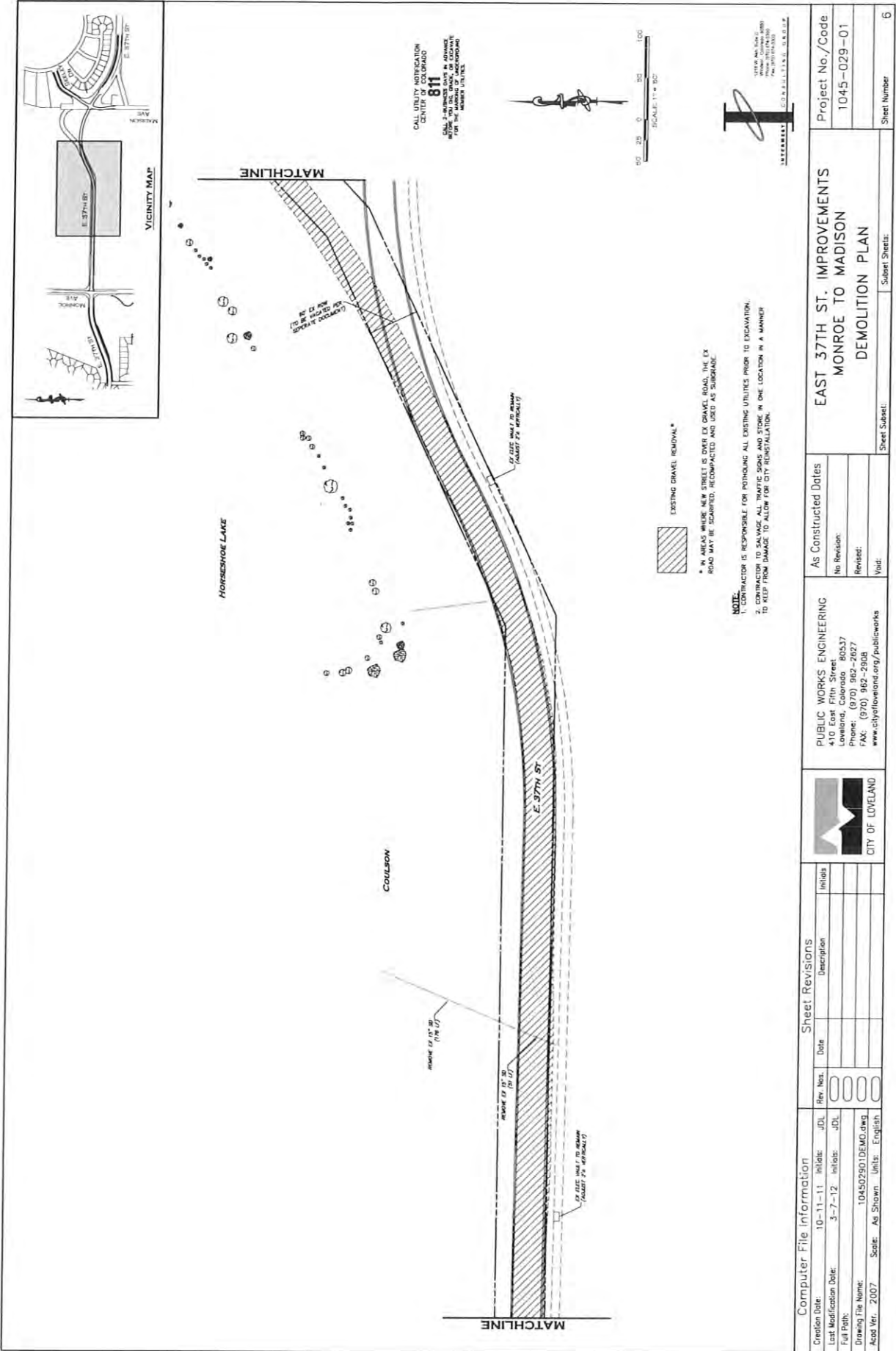
Sheet Subst: 4





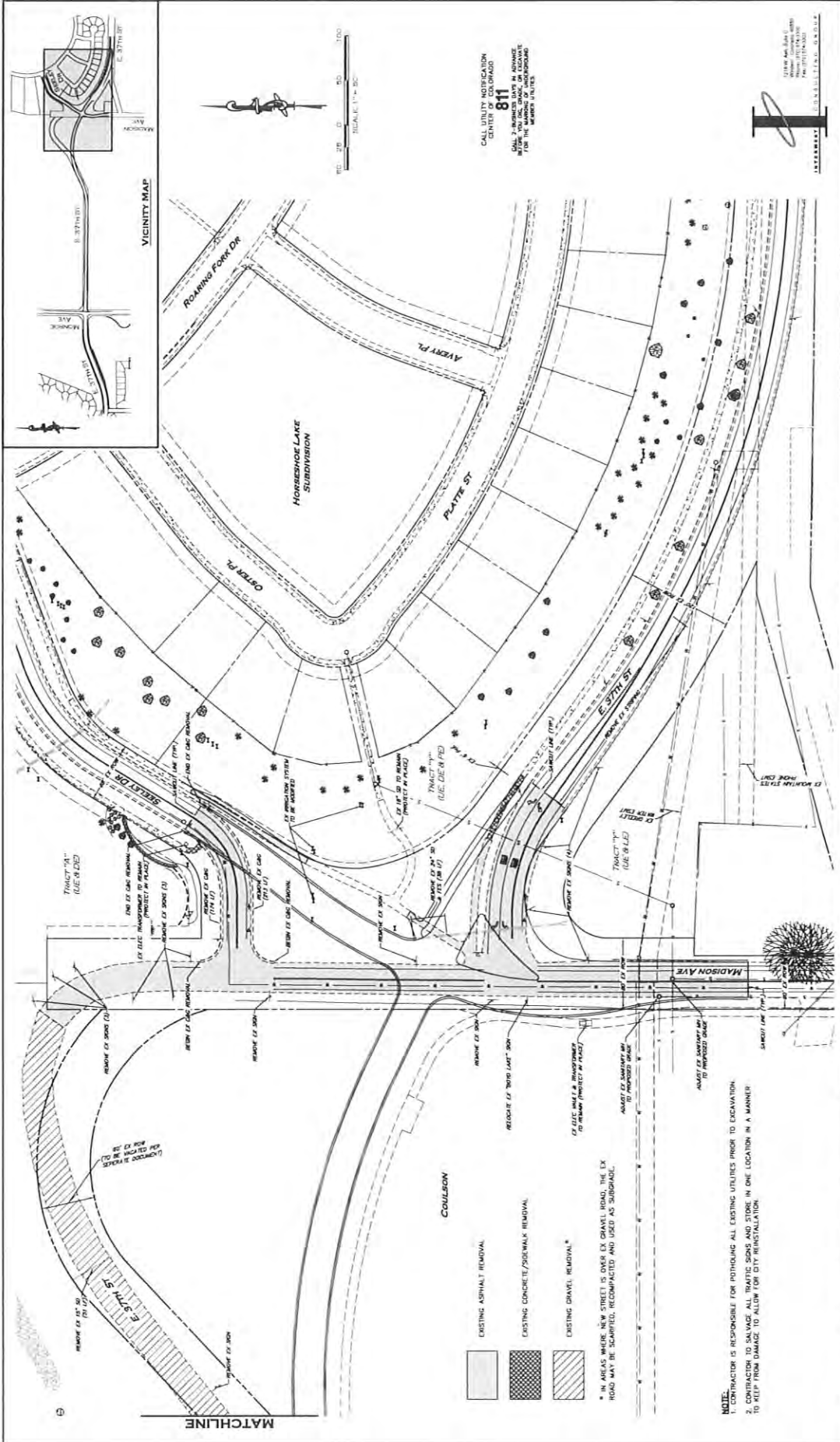
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Acad Ver.:	2007	Scale:	As Shown	Units:	English	Sheet Subst:	Subst Sheets:




PUBLIC WORKS ENGINEERING
 410 E. 1st St. Suite 80537
 Loveland, Colorado
 Phone: (970) 962-2627
 FAX: (970) 962-2808
www.cityofloveland.org/publicworks





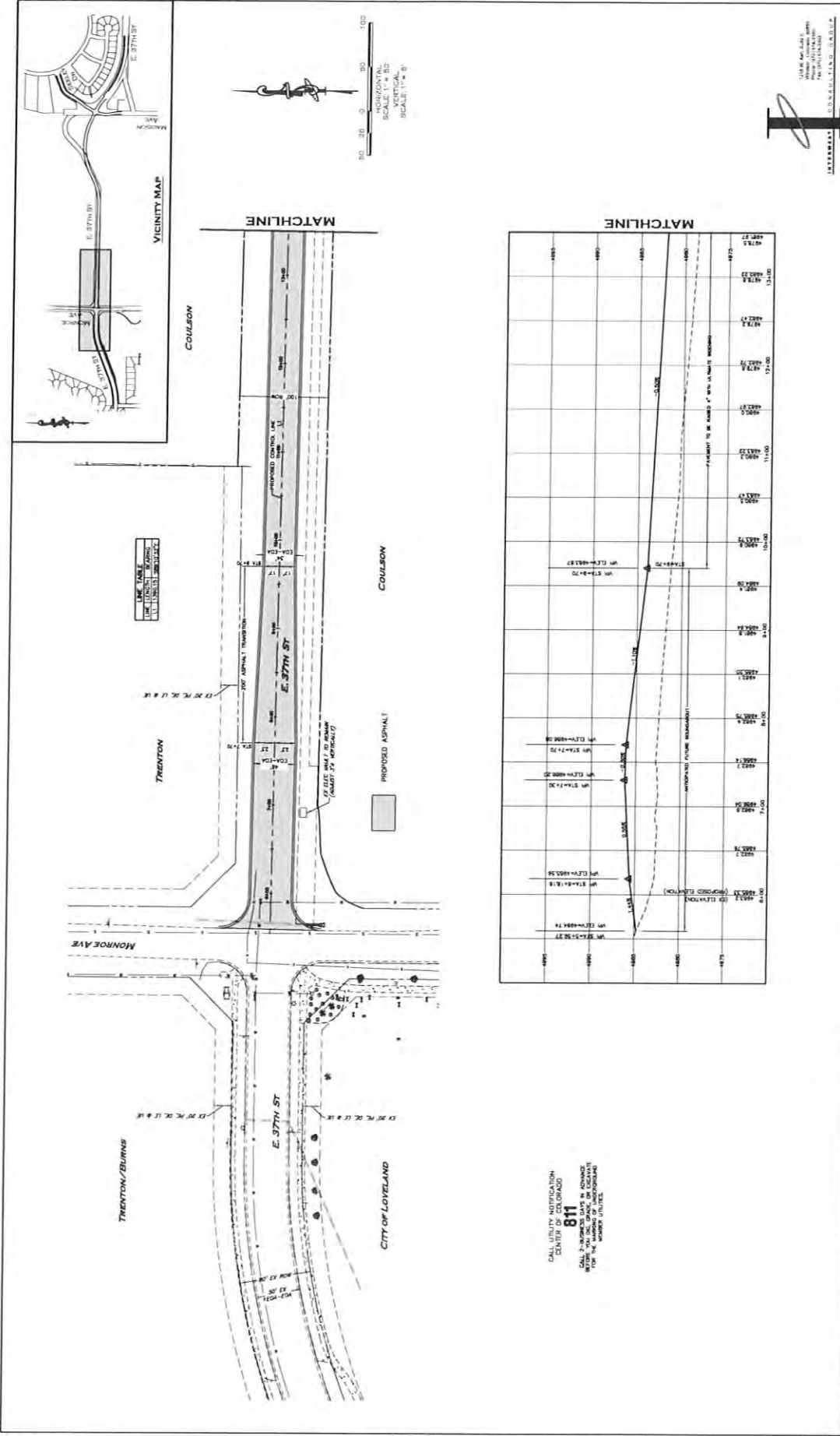
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PUBLIC WORKS ENGINEERING 410 East Fifth Street Loveland, Colorado 80527 Phone: (970) 962-2627 FAX: (970) 962-2908 www.cityofloveland.org/publicworks				EAST 37TH ST. IMPROVEMENTS MONROE TO MADISON DEMOLITION PLAN				Subject Sheets: Sheet Sheets:																	
 CITY OF LOVELAND				CALL UTILITY NOTIFICATION CENTER OF COLORADO 811 CALL "811" SERVICE DAYS IN ADVANCE FOR THE MAINTENANCE OF UNDERGROUND UTILITIES.				 EXISTING GRAVEL REMOVAL* * IN AREAS WHERE NEW STREET IS OVER EX GRAVEL ROAD, THE EX ROAD MAY BE SCARIFIED, RECOMPACTED AND USED AS SUBGRADE.																	



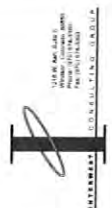
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Rev. No.	Date	Initials	Description																										
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Rev. No.	Date	Initials	Description																										
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Rev. No.	Date	Initials	Description																										

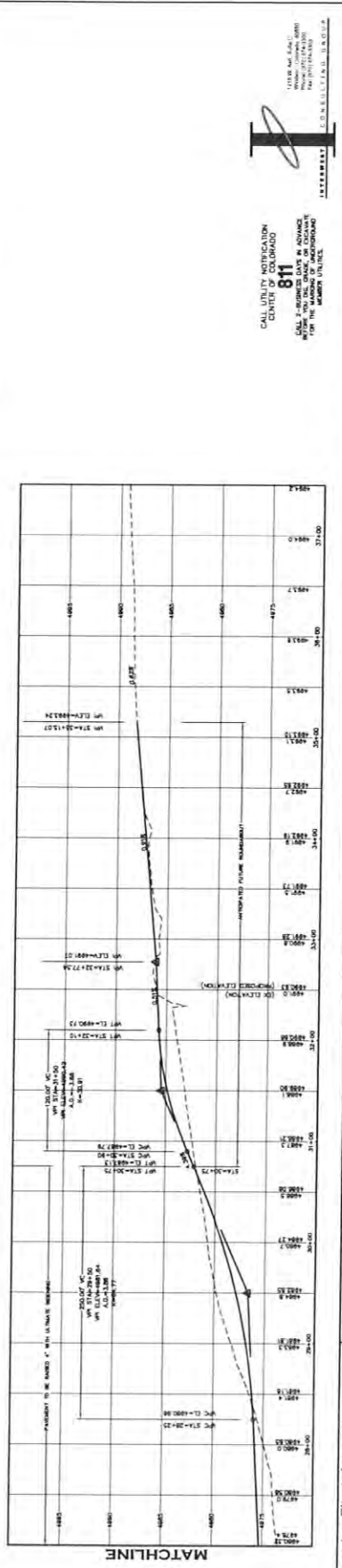
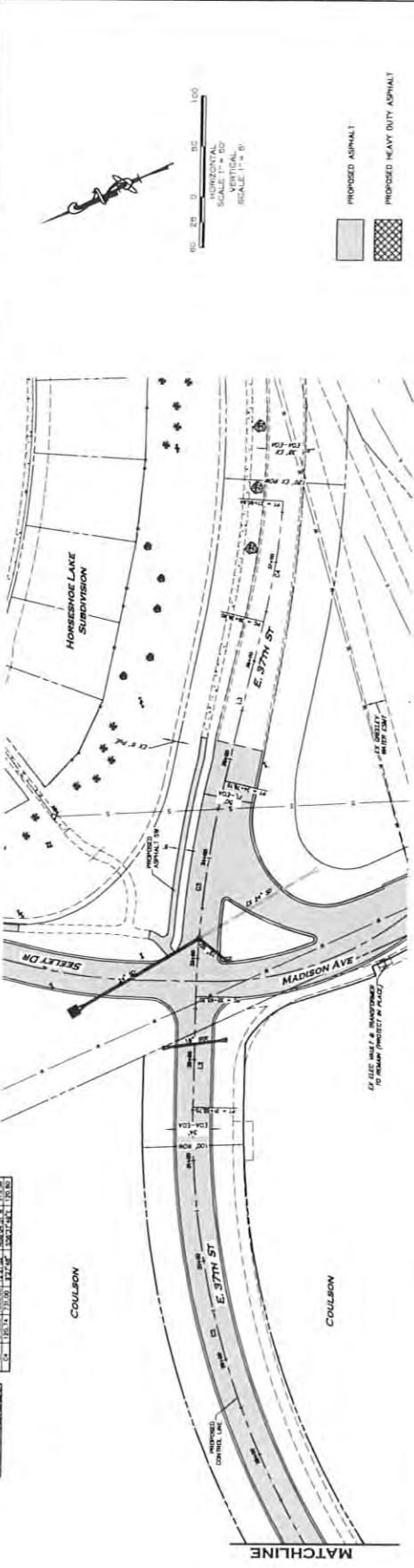
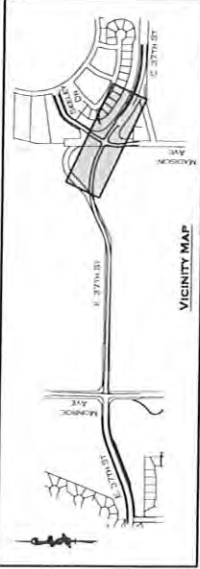
Sheet Subject: East 37th St. Improvements
 Sheet Number: 7

Scale: As Shown Units: English



CALL UTILITY NOTIFICATION
CENTER OF COLORADO
811
CALL 811 TO REPORT ANY
UNKNOWN UTILITIES OR
LOCATE EXISTING UTILITIES
FOR THE PROPOSED PROJECT.





Computer File Information

Creation Date: 10-11-11 Initials: JDL Rev. No.: 0000
 Last Modification Date: 3-7-12 Initials: JDL
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 Acad Ver.: 2007 Scale: As Shown Units: English

Sheet Revisions

Initials	Description	Date

CITY OF LOVELAND

PUBLIC WORKS ENGINEERING
 410 East Fifth Street
 Loveland, Colorado 80537
 Phone: (970) 982-2662
 FAX: (970) 982-2667
www.cityofloveland.org/publicworks

As Constructed Dates

No Revision: _____
 Revised: _____
 Void: _____

Project No./Code
 1045-029-01

**EAST 37TH ST. IMPROVEMENTS
 MONROE TO MADISON**

EAST 37TH ST.-STREET PLAN & PROFILE

Subst Sheets: _____

Sheet Number: 10

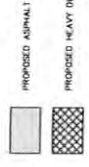
CALL UTILITY NOTIFICATION
 CENTER OF COLORADO
811
 CALL 2 BUSINESS DAYS IN ADVANCE
 BEFORE ANY EXCAVATION
 FOR THE MARKING OF UNDERGROUND
 UTILITY POLINES

LINE TABLE

Station	Station	Station	Station
29+00	29+00	29+00	29+00
30+00	30+00	30+00	30+00
31+00	31+00	31+00	31+00
32+00	32+00	32+00	32+00
33+00	33+00	33+00	33+00
34+00	34+00	34+00	34+00
35+00	35+00	35+00	35+00
36+00	36+00	36+00	36+00
37+00	37+00	37+00	37+00

CURVE TABLE

Station	Station	Station	Station
29+00	29+00	29+00	29+00
30+00	30+00	30+00	30+00
31+00	31+00	31+00	31+00
32+00	32+00	32+00	32+00
33+00	33+00	33+00	33+00
34+00	34+00	34+00	34+00
35+00	35+00	35+00	35+00
36+00	36+00	36+00	36+00
37+00	37+00	37+00	37+00



MATCHLINE

MATCHLINE

COULLSON

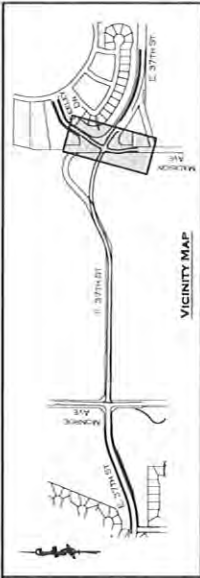
COULLSON

SEATTLE DN

MADISON AVE

HORSESHOE LAKE SUBDIVISION

VICINITY MAP

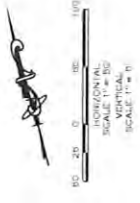
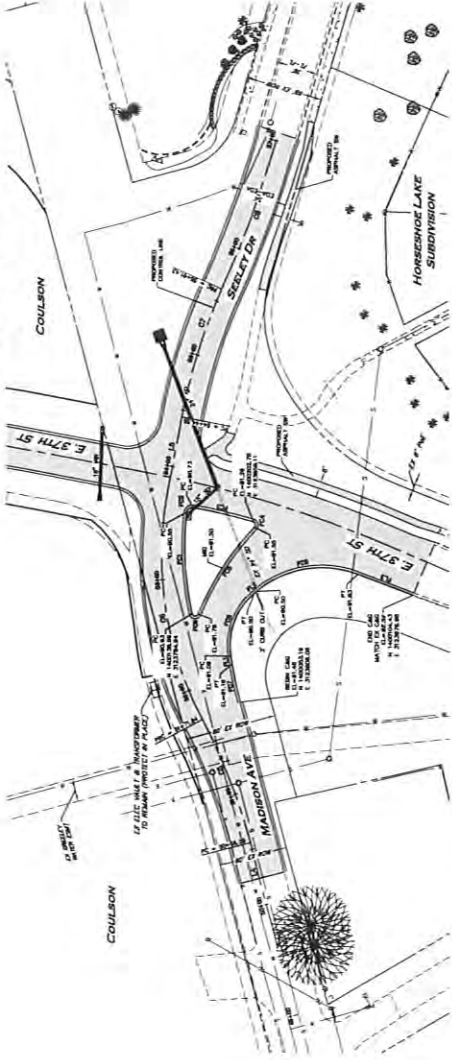


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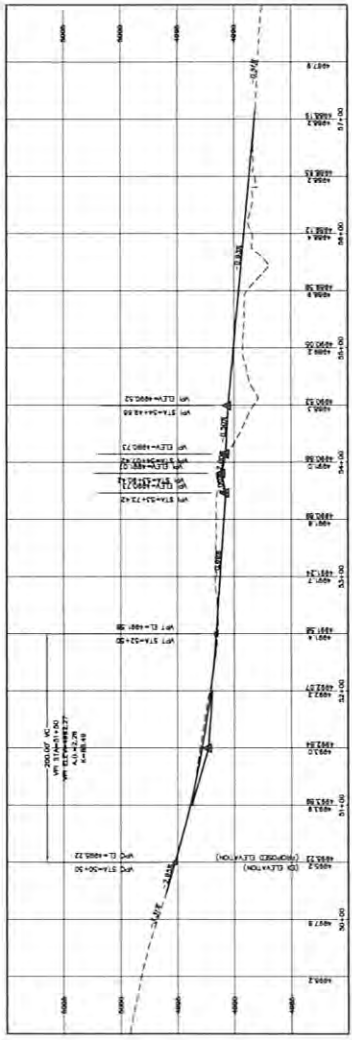
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4	03/11/07	JDL	REVISED FOR COMMENTS
5	03/11/07	JDL	REVISED FOR COMMENTS
6	03/11/07	JDL	REVISED FOR COMMENTS
7	03/11/07	JDL	REVISED FOR COMMENTS
8	03/11/07	JDL	REVISED FOR COMMENTS
9	03/11/07	JDL	REVISED FOR COMMENTS
10	03/11/07	JDL	REVISED FOR COMMENTS
11	03/11/07	JDL	REVISED FOR COMMENTS
12	03/11/07	JDL	REVISED FOR COMMENTS
13	03/11/07	JDL	REVISED FOR COMMENTS
14	03/11/07	JDL	REVISED FOR COMMENTS
15	03/11/07	JDL	REVISED FOR COMMENTS
16	03/11/07	JDL	REVISED FOR COMMENTS
17	03/11/07	JDL	REVISED FOR COMMENTS
18	03/11/07	JDL	REVISED FOR COMMENTS
19	03/11/07	JDL	REVISED FOR COMMENTS
20	03/11/07	JDL	REVISED FOR COMMENTS

CENTERLINE

LINE	DATE	BY	REVISION
1	03/11/07	JDL	ISSUED FOR PERMIT
2	03/11/07	JDL	REVISED FOR COMMENTS
3	03/11/07	JDL	REVISED FOR COMMENTS
4	03/11/07	JDL	REVISED FOR COMMENTS
5	03/11/07	JDL	REVISED FOR COMMENTS
6	03/11/07	JDL	REVISED FOR COMMENTS
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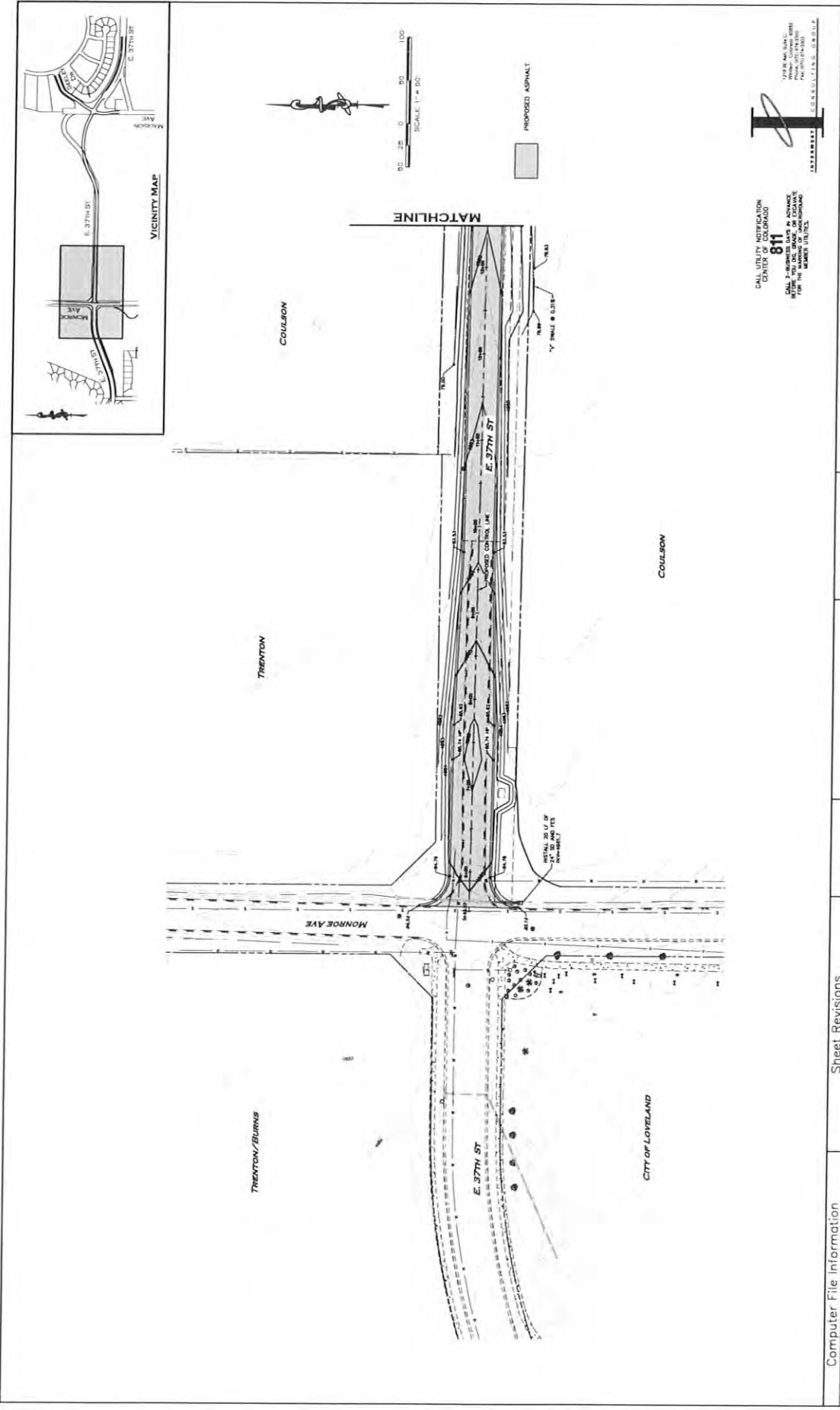
PROPOSED ASPHALT



CITY OF MADISON
 CENTRAL BUSINESS DISTRICT
811
 CALL TO REPORT ANY IN-UTILITY
 UTILITIES BEFORE YOU DIG
 (FOR THE MAJORITY OF JURISDICTIONS)
 WHEREAS UTILITIES

Project No./Code	1045-029-01
As Constructed Dates	No Revision: Revised: Void:
Computer File Information	Creation Date: 10-11-11 Initials: JDL Last Modification Date: 3-7-12 Initials: JDL Full Path: 104502901SI-(MADISON).dwg Acad Ver.: 2007 Scale: As Shown Units: English
Sheet Revisions	Initials: Description: Date:
Public Works Engineering	410 East 7th Street Phone: (970) 862-2837 Fax: (970) 862-7908 www.cityofmadison.org/publicworks
CITY OF MADISON	
Sheet Subst:	Sheet Number: 11

EAST 37TH ST. IMPROVEMENTS
MONROE TO MADISON
MADISON AVE. - STREET PLAN & PROFILE



CALL UTILITY NOTIFICATION CENTER OF COLORADO
811
 CALL 811 TO REPORT ANY UNKNOWN UTILITIES BEFORE YOU DIG. OR CALL 811 TO REPORT ANY UNKNOWN UTILITIES BEFORE YOU DIG.
 12345 6th Street
 Denver, Colorado 80202
 303.733.8111
 WWW.811-COLORADO.COM

Project No./Code
 1045-029-01

EAST 37TH ST. IMPROVEMENTS
 MONROE TO MADISON
 GRADING PLAN

As Constructed Dates
 No Revision:
 Revised:
 Void:

PUBLIC WORKS ENGINEERING
 410 East 7th Street
 Loveland, Colorado 80537
 Phone: (970) 962-2827
 FAX: (970) 962-2908
 www.cityofloveland.org/publicworks

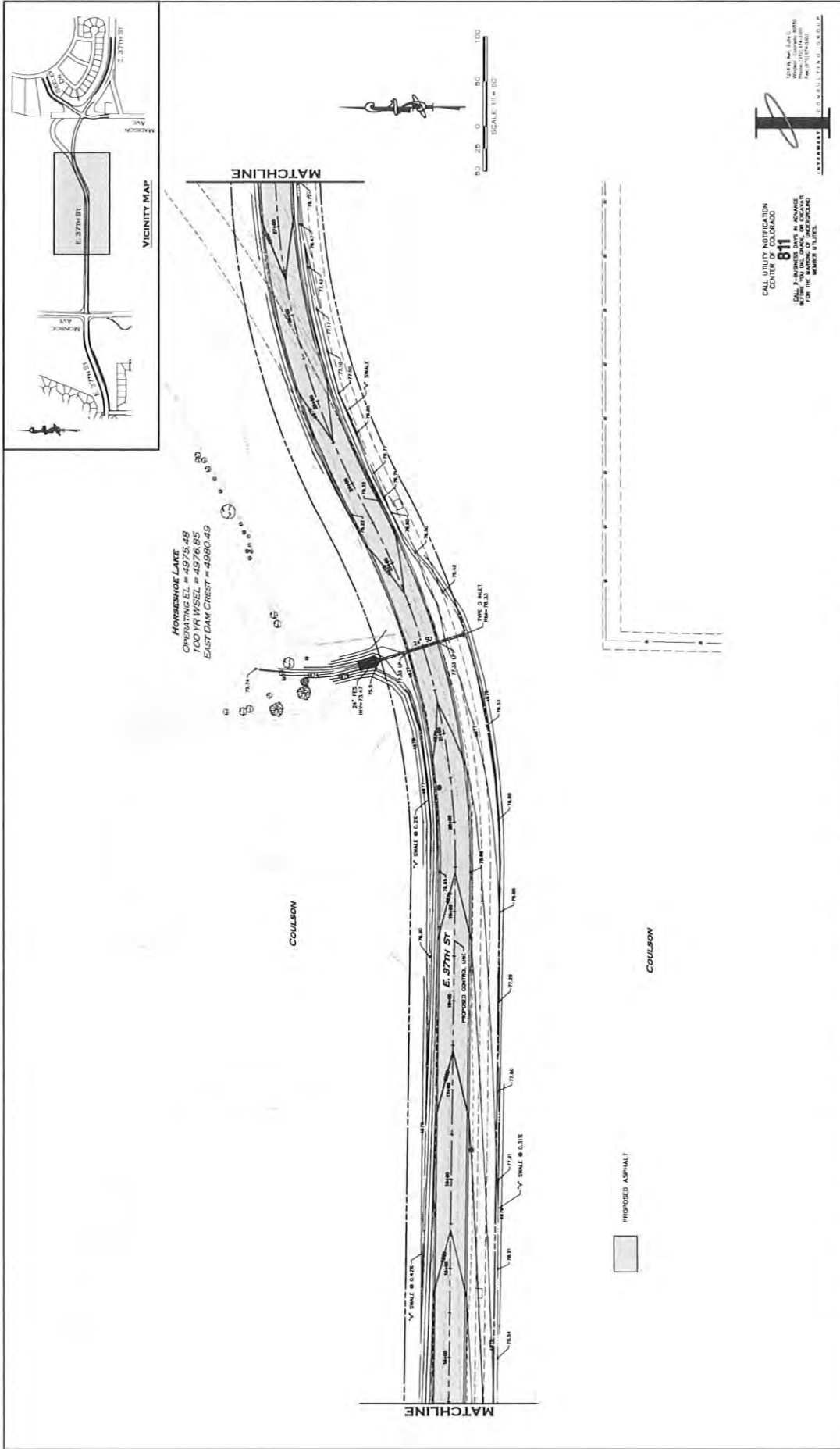


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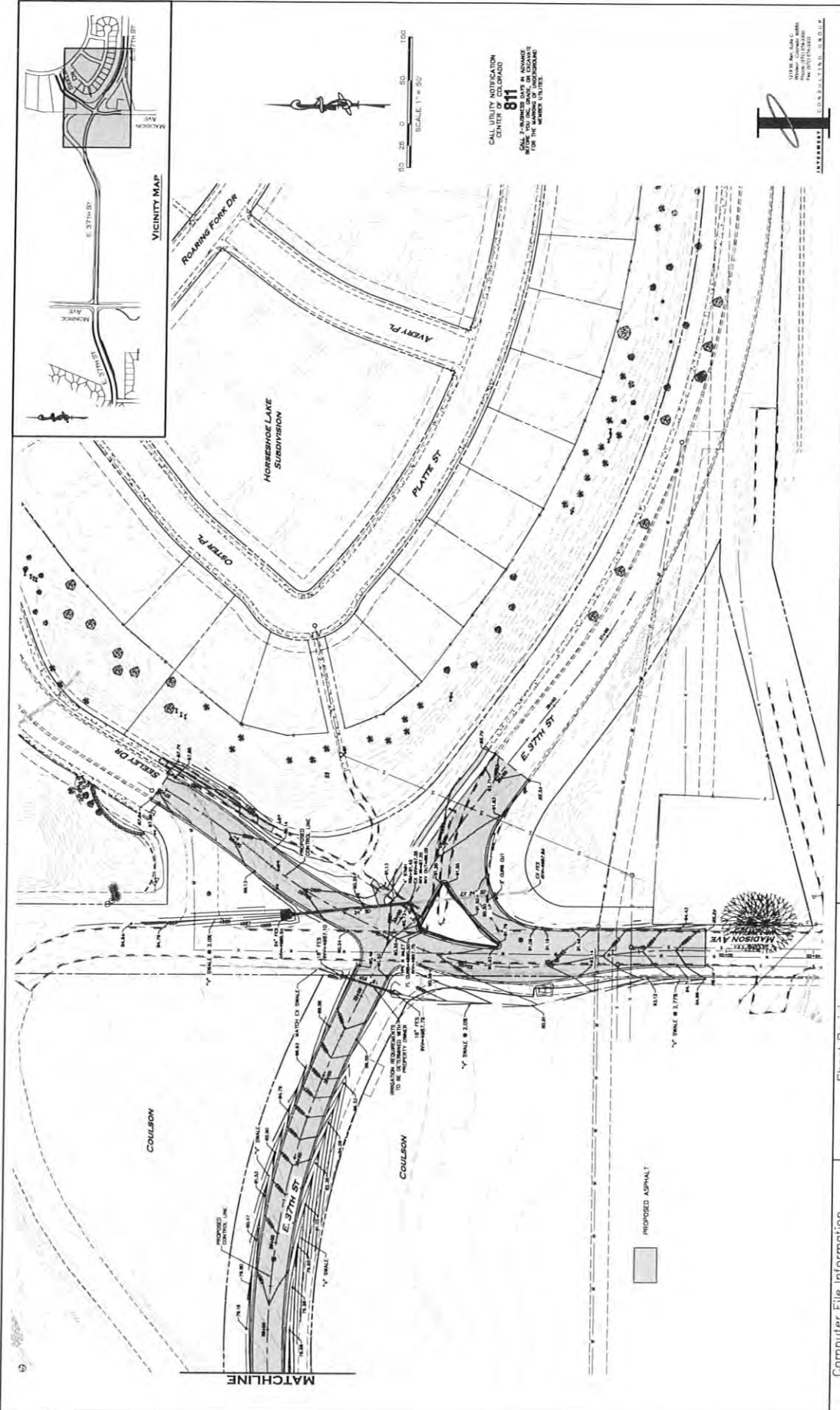
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3-7-12	JDL	

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Sheet Subst: Subst Sheets: Sheet Number: 12



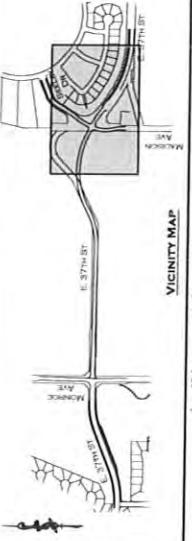
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Rev. No.	Date	Description	Initials																												
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Sheet Subst:								Sheet Number: 13																							

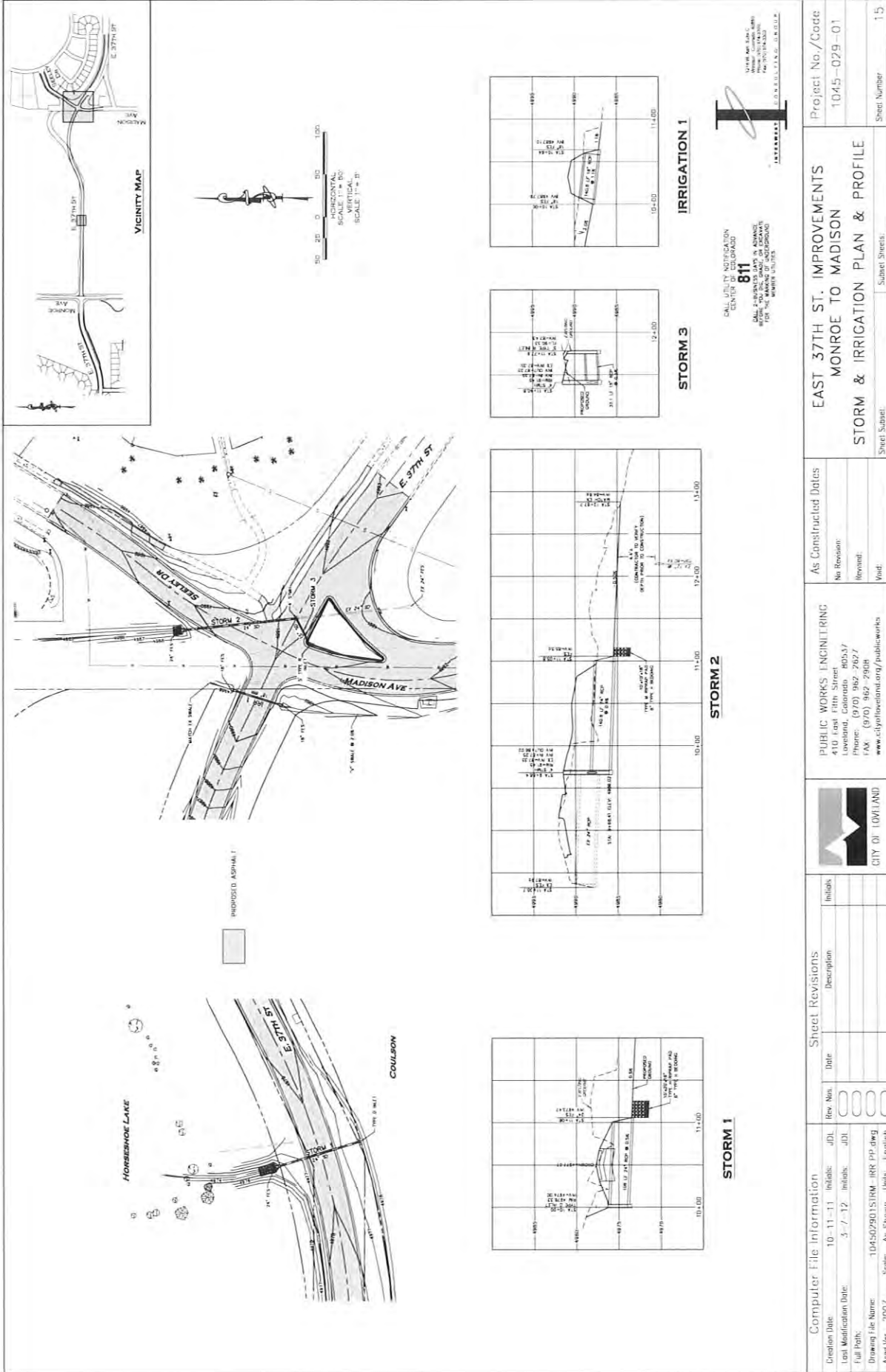


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Initials	Description	Date													
As Constructed Dates No Revision: Revised: Void:		Public Works Engineering 410 East Fifth Street Loveland, Colorado 80537 Phone: (970) 962-2827 FAX: (970) 962-2908 www.cityofloveland.org/publicworks													
East 37th St. Improvements Monroe to Madison Grading Plan		City of Loveland													
Project No./Code 1045-029-01		Sheet Number 14													



CALL UTILITY INDICATION CENTER (811) BEFORE YOU DIG. ALWAYS FOLLOW THE COLOR CODED MARKERS FOR THE UNDERGROUND UTILITIES.





QUALITY NOTATION
CENTER OF HIGHWAY
811
CALL 811 TO REPORT ANY UNKNOWN UTILITIES
FOR THE MARKING OF UNDERGROUND
UTILITIES



Project No./Code
1045-029-01

EAST 37TH ST. IMPROVEMENTS
MONROE TO MADISON
STORM & IRRIGATION PLAN & PROFILE

As Constructed Dates
No Revision:
Revised:
Void:

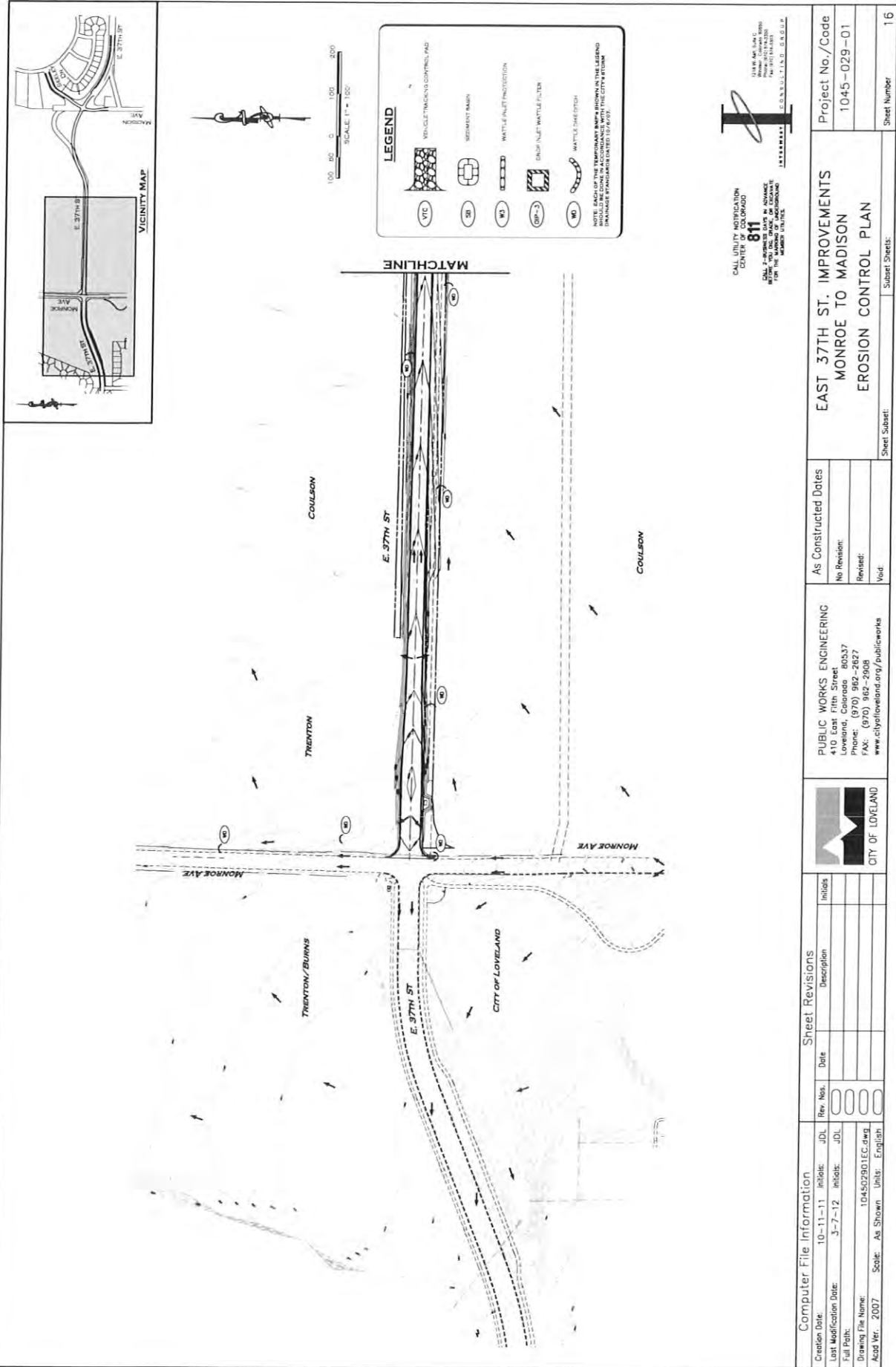
PUBLIC WORKS ENGINEERING
410 East 14th Street, Room 405A7
Des Moines, IA 50319
Phone: (515) 281-2827
FAX: (515) 281-2908
www.cityofdes Moines.org/publicworks



Rev. No.	Date	Description	Initials

Computer File Information			
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Last Modification Date:	5-7-12	Initials:	JDL
Drawing File Name:	104502901S1RM - IRR P.P.dwg	Units:	English
Acad Ver.:	2007	Scale:	As Shown

Sheet Number 15
Sheet 15 of 15



CALL UTILITY NOTIFICATION CENTER OF COLORADO
811
 CALL 24 HOURS A DAY & ADVANCE WITHIN THE MANDATED TIME FRAME FOR THE MARKING OF UNDERGROUND UTILITIES

UTILE HAS TAKEN PRECAUTIONS TO PROTECT UNDERGROUND UTILITIES FROM DAMAGE BY PROPOSED EROSION CONTROL MEASURES.

Project No./Code
 1045-029-01

**EAST 37TH ST. IMPROVEMENTS
 MONROE TO MADISON
 EROSION CONTROL PLAN**

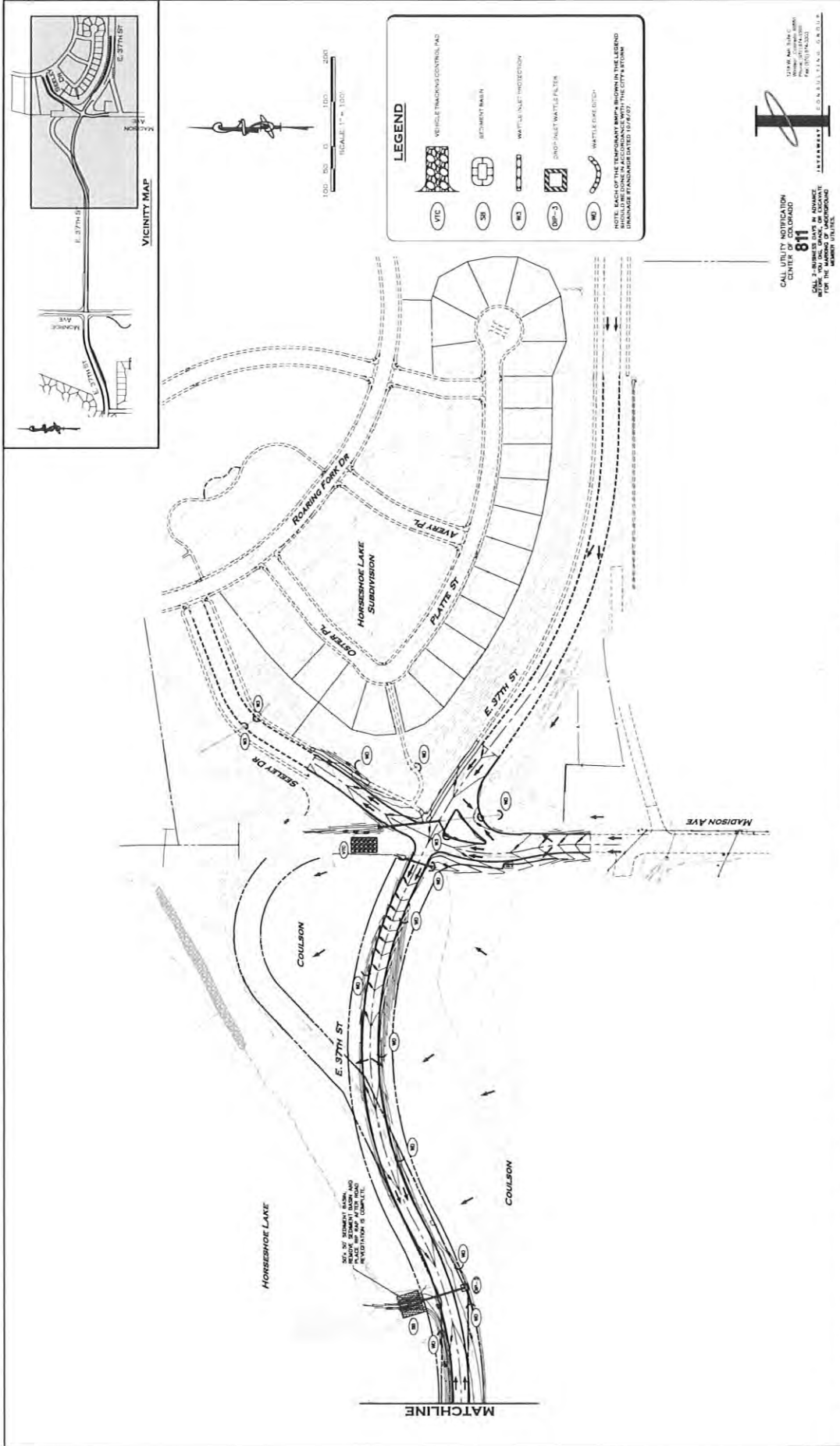
As Constructed Dates
 No Revision:
 Revised:
 Void:

PUBLIC WORKS ENGINEERING
 410 East Fifth Street
 Loveland, Colorado 80537
 Phone: (970) 982-2027
 FAX: (970) 982-2008
 www.cityofloveland.org/publicworks

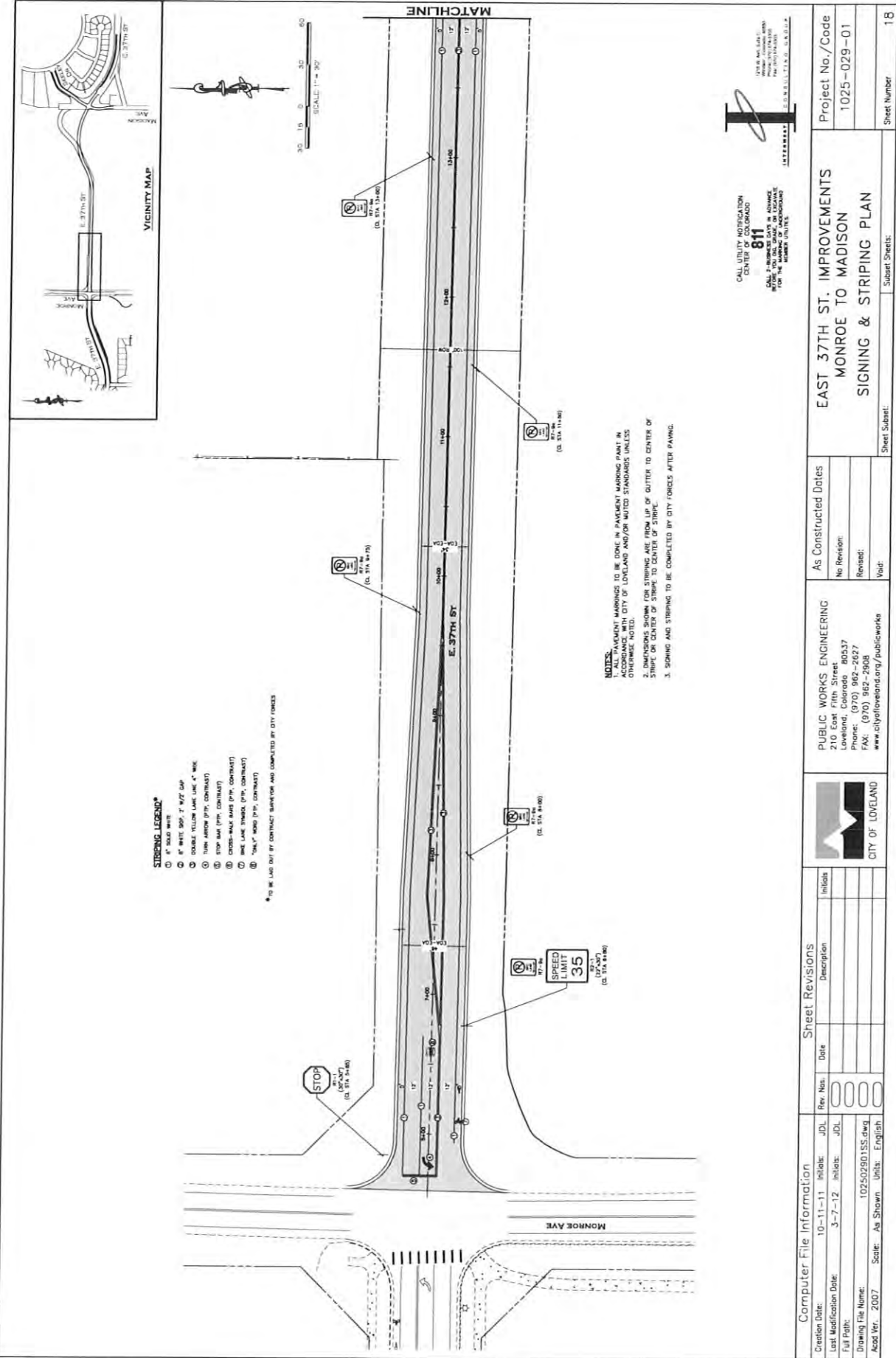


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Last Modification Date	3-7-12		
Full Path:	104502901EC.dwg		
Drawing File Name:			
Acad Ver.	2007		
Scale:	As Shown	Unit:	English

Sheet Subst: Subst Sheets: 16



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Rev. No.	Date	Description	Initials																									
00																												
01																												
02																												
03																												
PUBLIC WORKS ENGINEERING 410 East Fifth Street, Room 10037 Loveland, CO 80537 PHONE: (970) 982-2927 FAX: (970) 982-2908 www.cityofloveland.org/publicworks						CITY OF LOVELAND		CALL UTILITY NOTIFICATION CENTER AT 811 BEFORE YOU DIG. IT'S THE WAY TO SAFETY. FOR THE CITY OF LOVELAND PUBLIC WORKS DEPARTMENT																				



- STRIPING LEGEND***
- ① 4" SOLID WHITE
 - ② 2" WHITE DASH, 7' R/W CURB
 - ③ DOUBLE YELLOW LANE LANE 4" WIDE
 - ④ TRUCK ARROW (P.P.S. CONTRACT)
 - ⑤ STOP BAR (P.P.S. CONTRACT)
 - ⑥ CROSS-WALK MARK (P.P.S. CONTRACT)
 - ⑦ SIDE LANE TRUCKS (P.P.S. CONTRACT)
 - ⑧ "SIX" L' MARK (P.P.S. CONTRACT)
- *TO BE LAID OUT BY CONTRACT SUBMITTER AND COMPLETED BY CITY FORCES

NOTES:

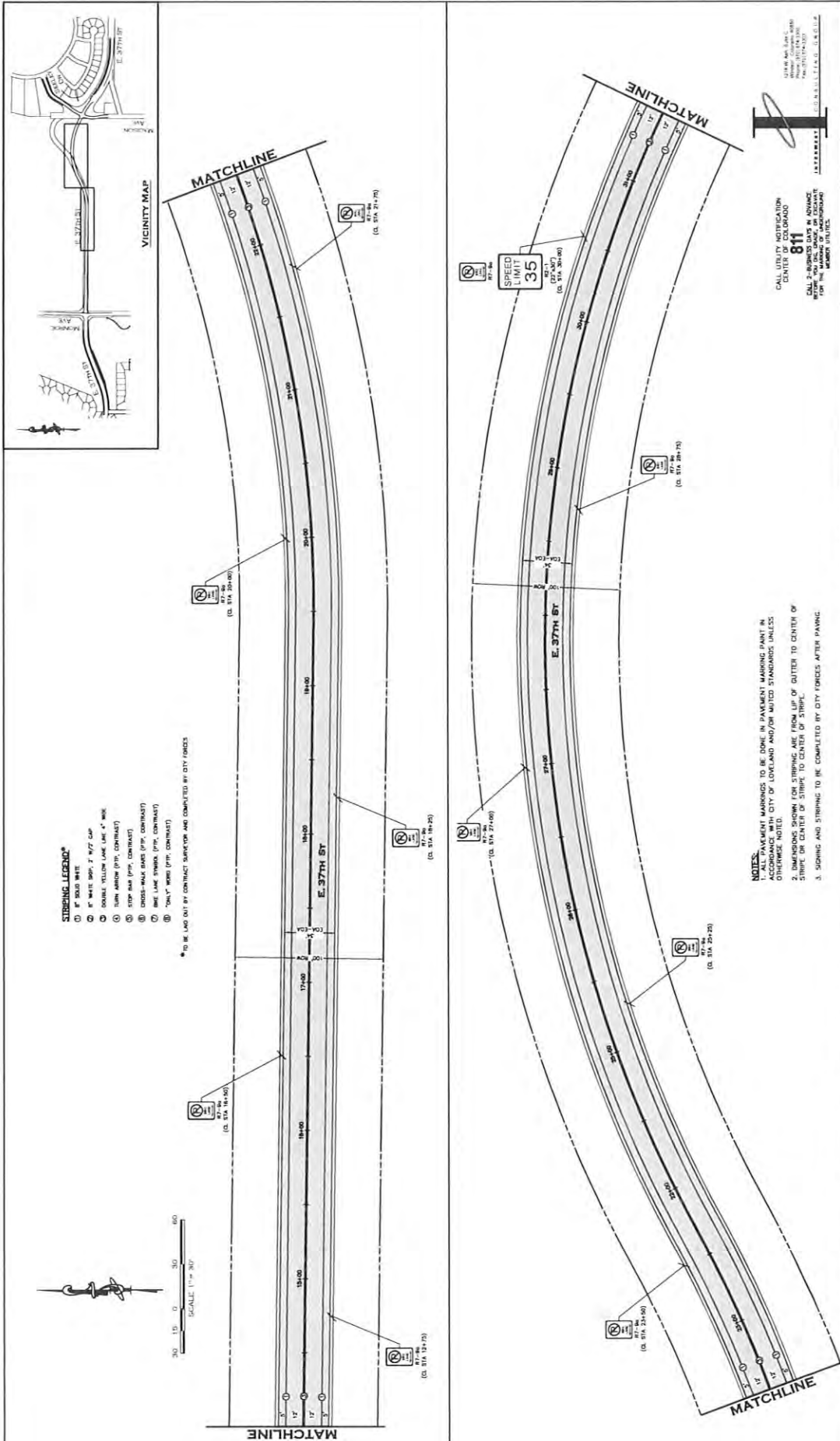
1. ALL PAVEMENT MARKINGS TO BE DONE IN PAVEMENT MARKING PANTS IN ACCORDANCE WITH CITY OF LOVELAND AND/OR MUTCD STANDARDS UNLESS OTHERWISE NOTED.
2. DIMENSIONS SHOWN FOR STRIPING ARE FROM LIP OF CURB TO CENTER OF STRIPE OR CENTER OF STRIPE TO CENTER OF STRIPE.
3. SIGNING AND STRIPING TO BE COMPLETED BY CITY FORCES AFTER PAVING.

CALL CITY'S REGISTRATION DIVISION CITY OF LOVELAND
811
 CALL 24 HOURS A DAY IN ADVANCE FOR THE MARKING OF UTILITIES IN THE PUBLIC RIGHT-OF-WAY

Computer File Information Creation Date: 10-11-11 Initials: JDL Last Modification Date: 3-7-12 Initials: JDL Full Path: 102502901SS.dwg Drawing File Name: 102502901SS.dwg Acad Ver.: 2007 Scale: As Shown Units: English		Sheet Revisions <table border="1"> <thead> <tr> <th>Initials</th> <th>Description</th> <th>Date</th> <th>Rev. No.</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		Initials	Description	Date	Rev. No.																	As Constructed Dates No Revision: Revised: Void:		Project No./Code 1025-029-01	
Initials	Description	Date	Rev. No.																								
EAST 37TH ST. IMPROVEMENTS MONROE TO MADISON SIGNING & STRIPING PLAN						Sheet Subst: 18 Sheet Number 18																					



PUBLIC WORKS ENGINEERING
 210 East Fifth Street
 Loveland, CO 80537
 FAX: (970) 982-2008
www.cityofloveland.org/publicworks



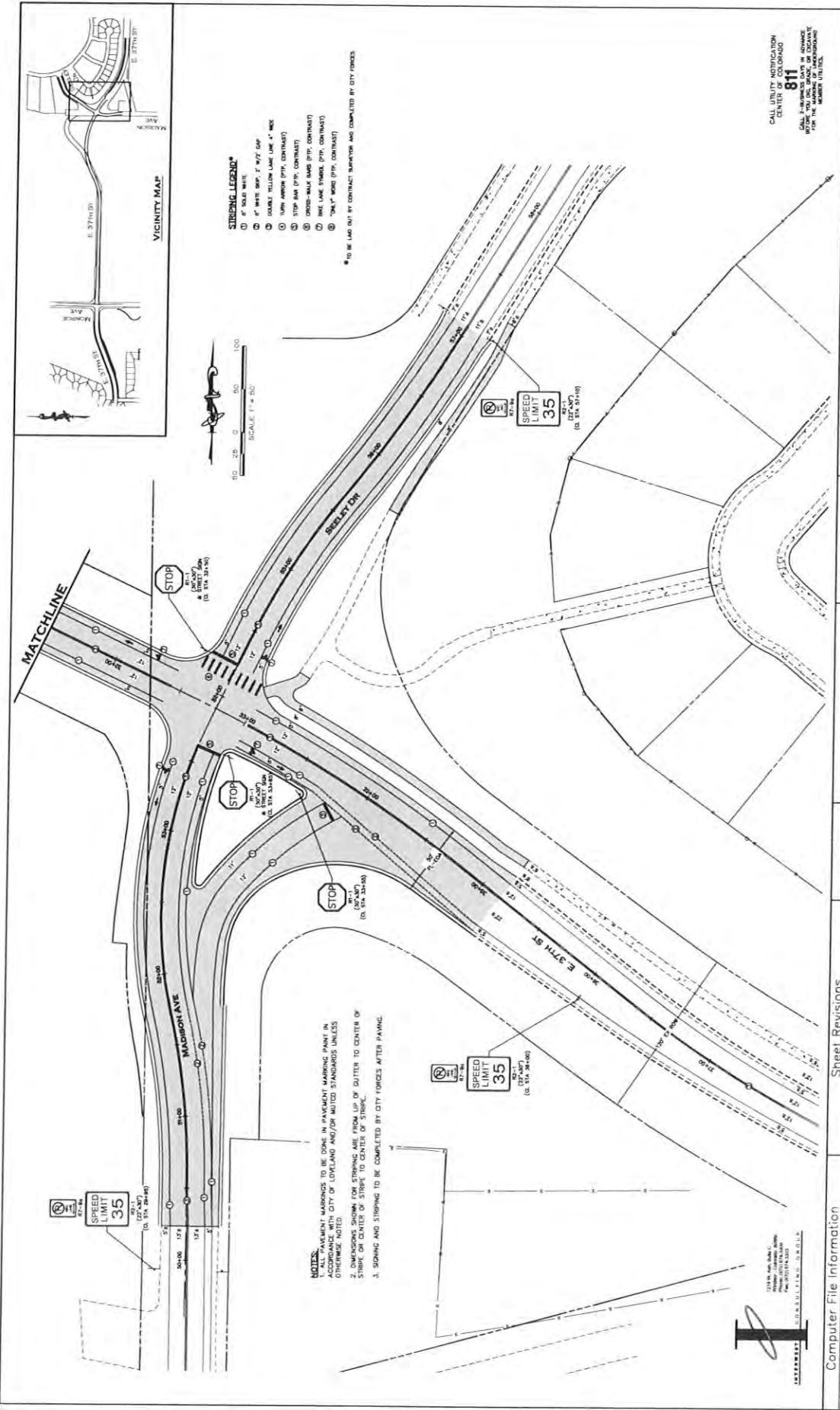
- STRIPING LEGEND***
- (1) 4" SOLID WHITE
 - (2) 4" WHITE SPOT, 7" R/7 CAP
 - (3) DOUBLE YELLOW LANE LANE, 4" WIDE
 - (4) TURN ARROW (P/F, CONTRAST)
 - (5) STOP BAR (P/F, CONTRAST)
 - (6) CROSS-WALK MARK (P/F, CONTRAST)
 - (7) SIDE LANE STRIPES (P/F, CONTRAST)
 - (8) "ONLY" MARK (P/F, CONTRAST)

*TO BE Laid OUT BY CONTRACT SUPERVISOR AND COMPLETED BY CITY FORCES

NOTES:
 1. ALL PAVEMENT MARKINGS TO BE DONE IN PAVEMENT MARKING PAINT IN ACCORDANCE WITH CITY OF LOVELAND AND/OR MUTCD STANDARDS UNLESS OTHERWISE NOTED.
 2. DIMENSIONS SHOWN FOR STRIPING ARE FROM LIP OF CUTTER TO CENTER OF STRIPE OR CENTER OF STRIPE TO CENTER OF STRIPE.
 3. SIGNING AND STRIPING TO BE COMPLETED BY CITY FORCES AFTER PAVING.

CALL CITY OF INTERSECTION
 CITY OF COLORADO
811
 CALL 2-BUREAU DAYS IN ADVANCE
 FOR THE MARKING OF ABOVEGROUND
 UTILITY LOCATIONS

Computer File Information Creation Date: 10-11-11 Initials: JDL Last Modification Date: 3-7-12 Initials: JDL Full Path: 1025029D155.dwg Drawing File Name: 1025029D155.dwg Acad Ver.: 2007 Scale: As Shown Units: English		Sheet Revisions <table border="1"> <thead> <tr> <th>Rev. No.</th> <th>Date</th> <th>Initials</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		Rev. No.	Date	Initials	Description												
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Public Works Engineering 2000 E. Colfax Loveland, Colorado 80537 Phone: (970) 962-2627 FAX: (970) 962-2908 www.cityofloveland.org/publicworks		Sheet Number 19																	
CITY OF LOVELAND		Project Name EAST 37TH ST. IMPROVEMENTS MONROE TO MADISON Plan Title SIGNING & STRIPING PLAN																	



STRIPING LEGEND*

- ① 4" SOLID WHITE
- ② 4" WHITE DASH, 7' W/7' GAP
- ③ DOUBLE YELLOW LANE LINE, 4" WIDE
- ④ TURN ARROW (PTV, CONTRAST)
- ⑤ STOP BAR (PTV, CONTRAST)
- ⑥ CROSS-WALK MARKS (PTV, CONTRAST)
- ⑦ SIDE LANE STRIKE (PTV, CONTRAST)
- ⑧ "ONLY" MARKS (PTV, CONTRAST)

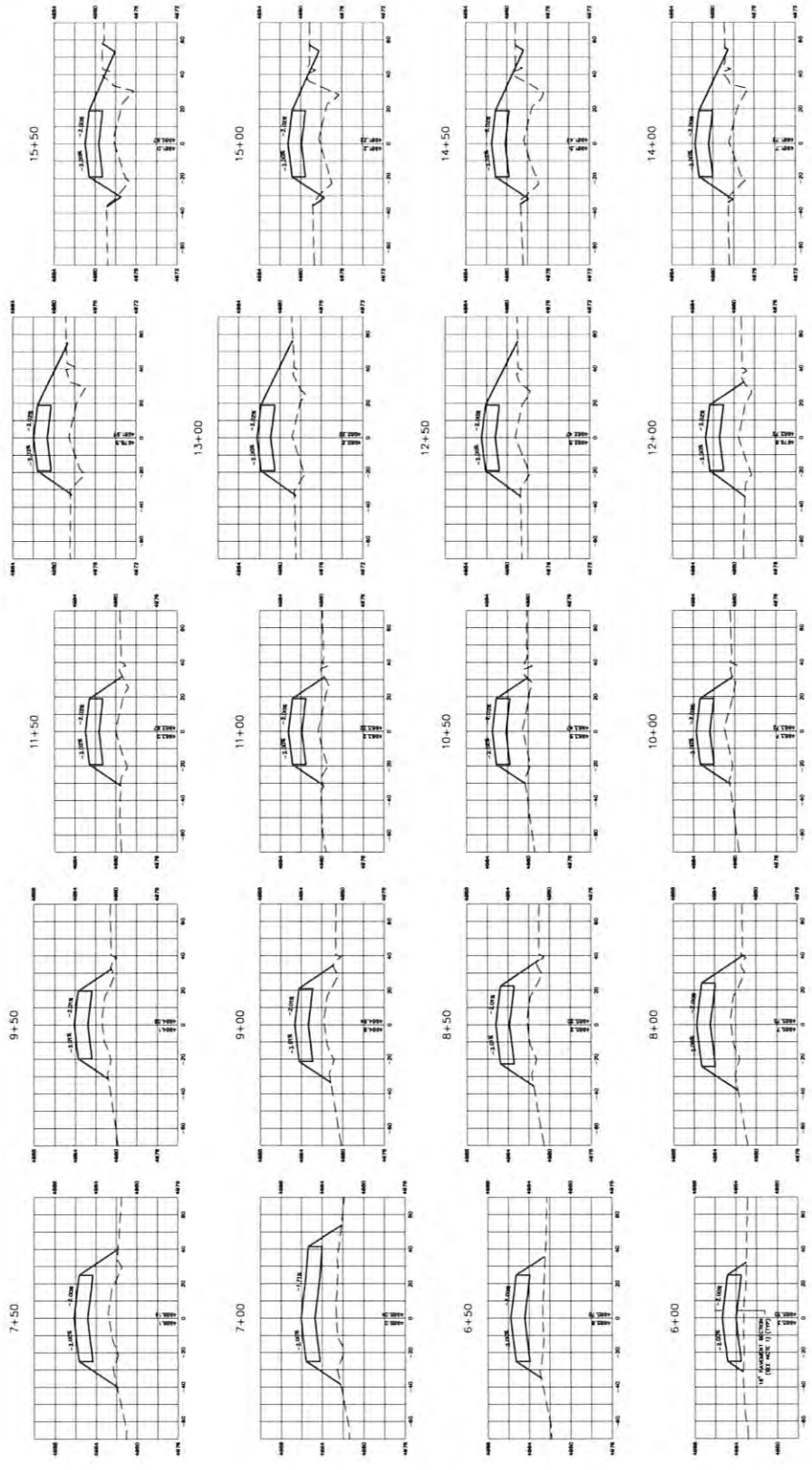
*TO BE Laid OUT BY CONTRACTOR SUPERVISOR AND COMPLETED BY CITY FORCES

NOTE:
 1. ALL PAVEMENT MARKINGS TO BE DONE BY CONTRACTOR SUPERVISOR AND COMPLETED BY CITY FORCES.
 2. DIMENSIONS SHOWN FOR STRIPING ARE FROM UPSIDE OF CENTER OF STRIKE OR CENTER OF STRIKE TO CENTER OF STRIKE.
 3. SIGNING AND STRIPING TO BE COMPLETED BY CITY FORCES AFTER PAVING.

CALL UTILITY NOTIFICATION CENTER OF COLORADO
811
 BEFORE YOU DIG TO AVOID DAMAGE TO UNDERGROUND UTILITIES



Computer File Information Creation Date: 10-11-11 initials: JDL Last Modification Date: 3-7-12 initials: JDL Full Path: 102502901SS.dwg Acad Ver.: 2007 Scale: As Shown Units: English		Sheet Revisions <table border="1"> <thead> <tr> <th>Initials</th> <th>Description</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		Initials	Description	Date									
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PUBLIC WORKS ENGINEERING 210 East Fifth Street Loveland, Colorado 80537 Phone: (970) 962-2627 FAX: (970) 962-2908 www.cityofloveland.org/publicworks		As Constructed Dates No Revision: Revised: Void:													
EAST 37TH ST. IMPROVEMENTS MONROE TO MADISON SIGNING & STRIPING PLAN		Project No./Code 1025-029-01													
Sheet Subst:		Sheet Number: 20													



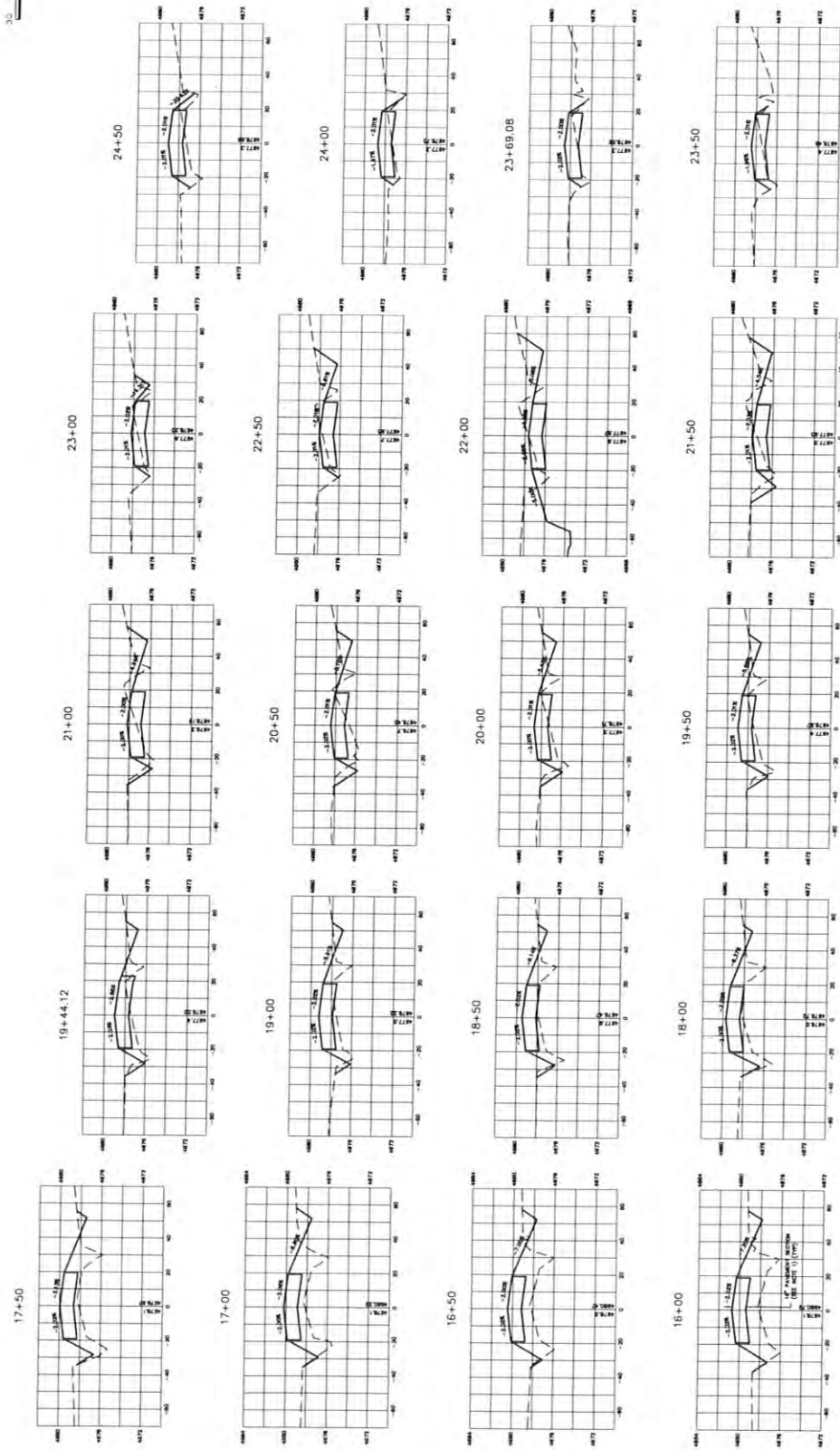
NOTE:
1. THE 16" PAVEMENT SECTION SHALL CONSIST OF THE FOLLOWING:
4" DRAINAGE 5.5 (DM 61)
7" CLASS 7 SUB-BASE



Computer File Information Creation Date: 10-11-11 Initials: JDL Last Modification Date: 3-7-12 Initials: MPO File Path: 104502901.XS.dwg Acad Ver.: 2007 Scale: As Shown Units: English		Sheet Revisions <table border="1"> <thead> <tr> <th>Rev. No.</th> <th>Date</th> <th>Initials</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		Rev. No.	Date	Initials	Description												
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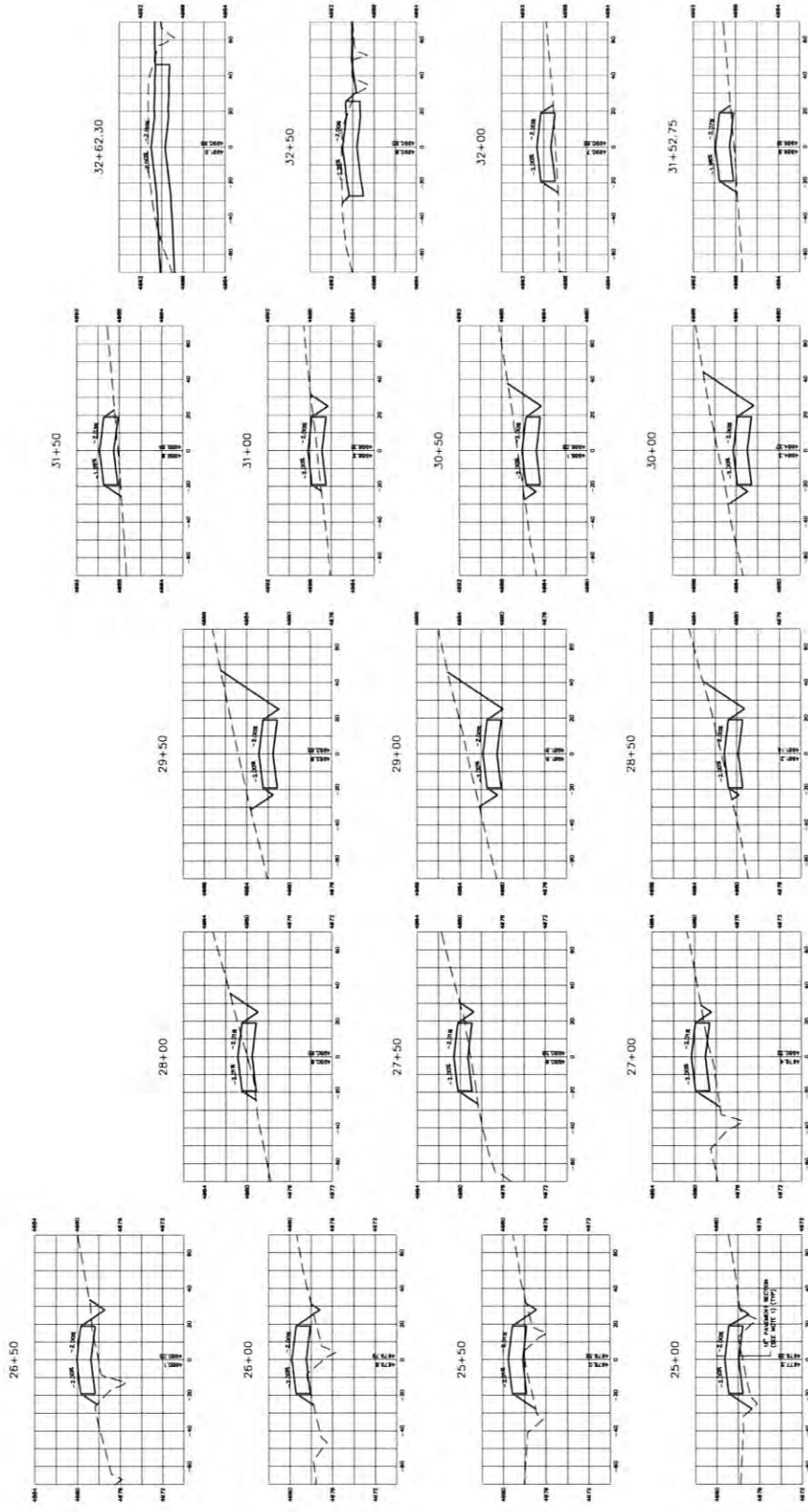
PUBLIC WORKS ENGINEERING
 410 East Fifth St.
 Loveland, Colorado 80537
 Phone: (970) 962-2027
 FAX: (970) 962-2908
 www.cityofloveland.org/publicworks



NOTE: THE PAVEMENT SECTION SHALL CONSIST OF THE FOLLOWING:
 6" GRANULAR SUB-BASE
 6" ABC (CLASS 5 OR 6)
 6" CLASS 7 SUB-BASE



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PUBLIC WORKS ENGINEERING 410 East Fifth Street Loveland, Colorado 80537 Phone: (970) 962-2627 FAX: (970) 962-2608 www.cityofloveland.org/publicworks		CITY OF LOVELAND													
Project No./Code 1045-029-01		Sheet Number 22													



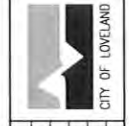
NOTES:
1. THE 18" PAVEMENT SECTION SHALL CONSIST OF THE FOLLOWING:
4" GRADING 5% (MIN. 3% @ 4")
6" CLASS 7 SUB-BASE

Project No./Code	1045-029-01
Sheet Number	23

**EAST 37TH ST. IMPROVEMENTS
MONROE TO MADISON
E. 37th ST - CROSS SECTIONS**

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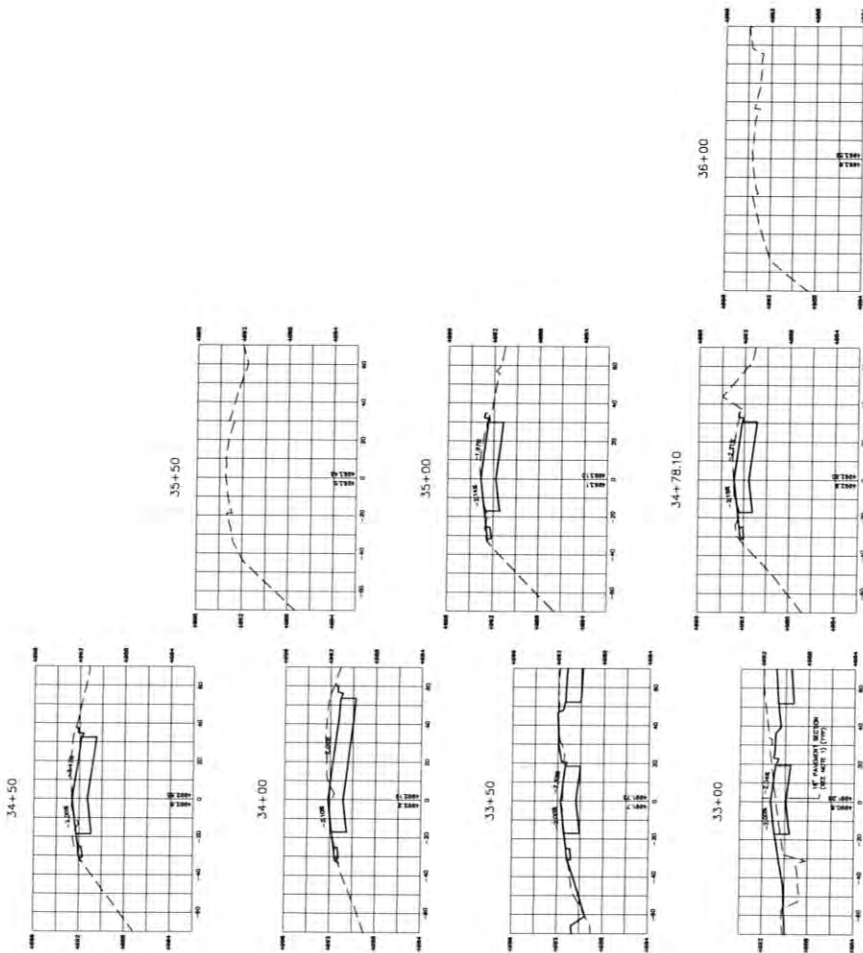
PUBLIC WORKS ENGINEERING
10 East 17th Street, Room 80537
Lorain, Ohio 44130
Phone: (970) 962-2927
Fax: (970) 962-2908
www.cityofloveland.org/publicworks



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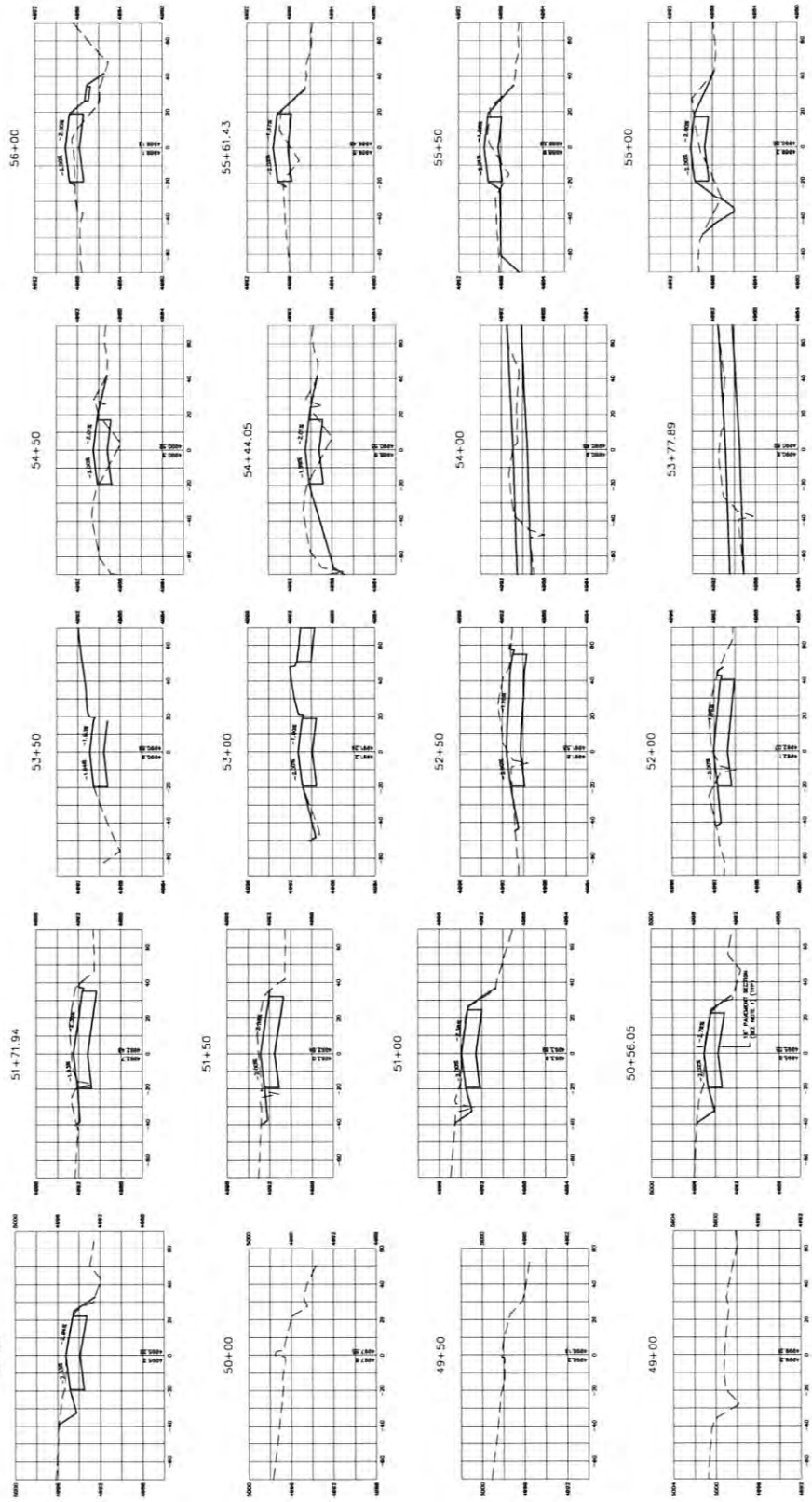
NOTES:
 1. THE 16" PAVEMENT SECTION SHALL CONSIST OF THE FOLLOWING:
 A" GRADING 5
 6" ABC (CLASS 5 OR 6)
 6" CLASS 7 SUR-BASE



Computer File Information Creation Date: 10-11-11 initials: JDL Last Modification Date: 3-7-12 initials: MPD Full Path: C:\Users\jdl\Documents\1045202901.XSD.dwg Acad Ver.: 2007 Scale: As Shown Units: English		Sheet Revisions <table border="1"> <thead> <tr> <th>Initials</th> <th>Description</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		Initials	Description	Date									
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EAST 37TH ST. IMPROVEMENTS MONROE TO MADISON E. 37th ST - CROSS SECTIONS		Sheet Number 24													

PUBLIC WORKS ENGINEERING
 410 East 17th Street
 Loveland, Ohio 43150
 Phone: (513) 982-9277
 FAX: (513) 982-2906
www.cityofloveland.org/publicworks



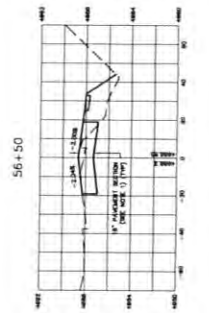
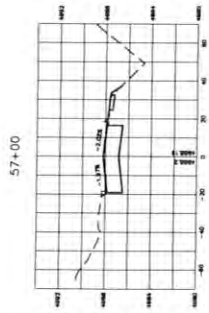
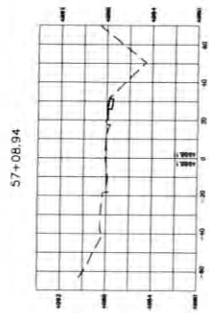
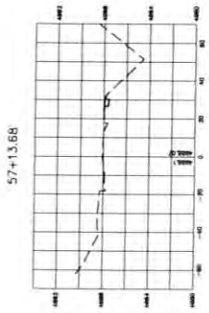
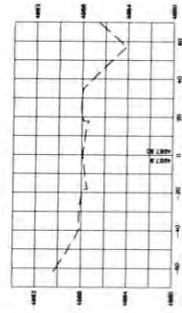


NOTES:
1. THE 18" PAVEMENT SECTION SHALL CONSIST OF THE FOLLOWING:
4" GRANULAR SUB-BASE (G.S.B.)
6" CLASS 7 SUB-BASE

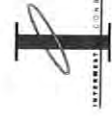


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As Constructed Dates No Revision: Revised: Void:		PUBLIC WORKS ENGINEERING 410 East Fifth Street, Suite 400, 37 Phoenix, AZ 85001-2627 PHONE: (602) 962-2627 FAX: (602) 962-2608 www.cityofloveland.org/publicworks																	
EAST 37TH ST. IMPROVEMENTS MONROE TO MADISON MADISON AVE - CROSS SECTIONS		Project No./Code 1045-029-01																	
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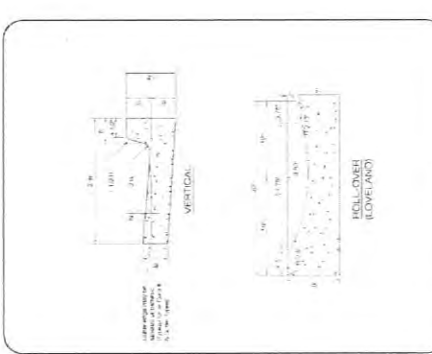


NOTES:
 1. THE 18" PAVEMENT SECTION SHALL CONSIST OF THE FOLLOWING:
 4" GRADE 5 (5 OR 4)
 8" CLASS 7 SUB-BASE



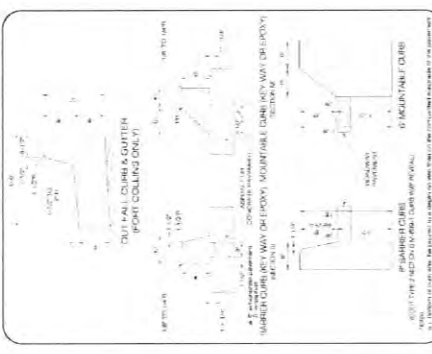
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As Constructed Dates No Revision: Revised: Void:		PUBLIC WORKS ENGINEERING 410 East Fifth Street Loveland, Colorado 80537 Phone: (970) 962-2827 FAX: (970) 962-2908 www.cityofloveland.org/publicworks																	
EAST 37TH ST. IMPROVEMENTS MONROE TO MADISON MADISON AVE - CROSS SECTIONS		Project No./Code 1045-029-01																	
Sheet Subject:		Sheet Number: 26																	





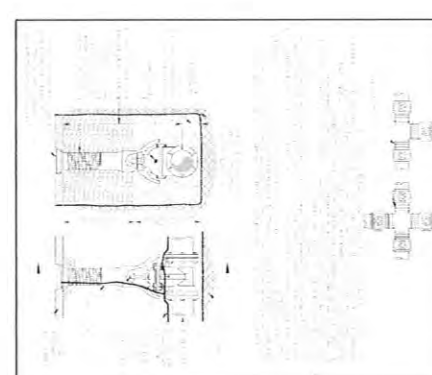
CURB AND GUTTER
MELLONISH (LOVELAND)

LARIMER COUNTY
URBAN AREA
STREET NUMBER: 1045029101.dwg
DATE: 03/01/07
DRAWING: JDL



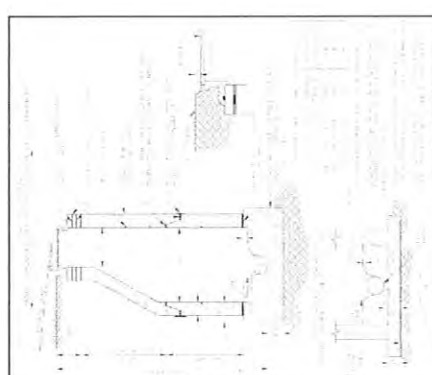
MEDIAN ISLAND CURBS
MELLONISH (LOVELAND)

LARIMER COUNTY
URBAN AREA
STREET NUMBER: 1045029101.dwg
DATE: 03/01/07
DRAWING: JDL



GUTTER AND GUTTER (POINT CURBING ONLY)
MELLONISH (LOVELAND)


LARIMER COUNTY
URBAN AREA
STREET NUMBER: 1045029101.dwg
DATE: 03/01/07
DRAWING: JDL



STORMWATER MANAGEMENT DETAILS
MELLONISH (LOVELAND)

LARIMER COUNTY
URBAN AREA
STREET NUMBER: 1045029101.dwg
DATE: 03/01/07
DRAWING: JDL

CALL UTILITY NOTIFICATION CENTER 811
CALL 2-800-4-A-HEAD OR 800-4-A-HEAD FOR THE CITY OF LOVELAND
FOR THE CITY OF LOVELAND



1716 W. 6th St.
PO Box 1000
Loveland, CO 80537

Computer File Information

Creation Date:	10-11-11	Initials:	JDL
Last Modification Date:	3-7-12	Initials:	JDL
Drawing File Name:	1045029101.dwg		
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Units:	English		

Sheet Revisions

Rev. No.	Date	Description	Initials

CITY OF LOVELAND

PUBLIC WORKS ENGINEERING
410 East 7th Street, Room 40037
Loveland, CO 80537
Phone: (970) 942-2827
Fax: (970) 942-2908
www.cityofloveland.org/publicworks

As Constructed Dates

No Revision:

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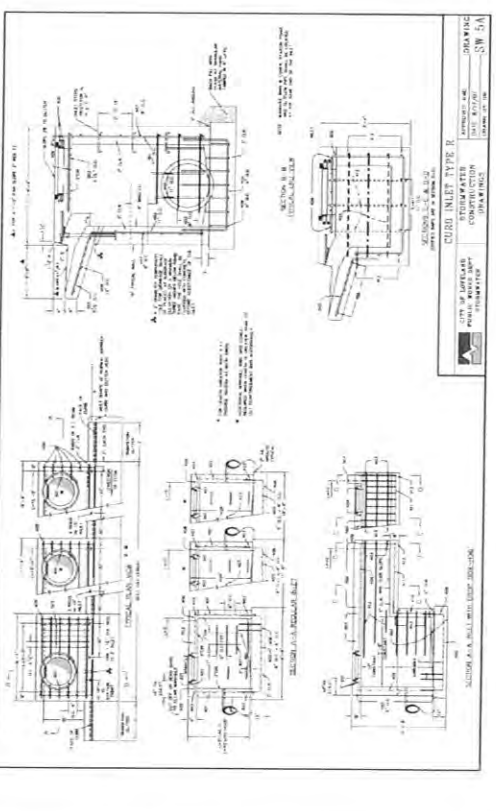
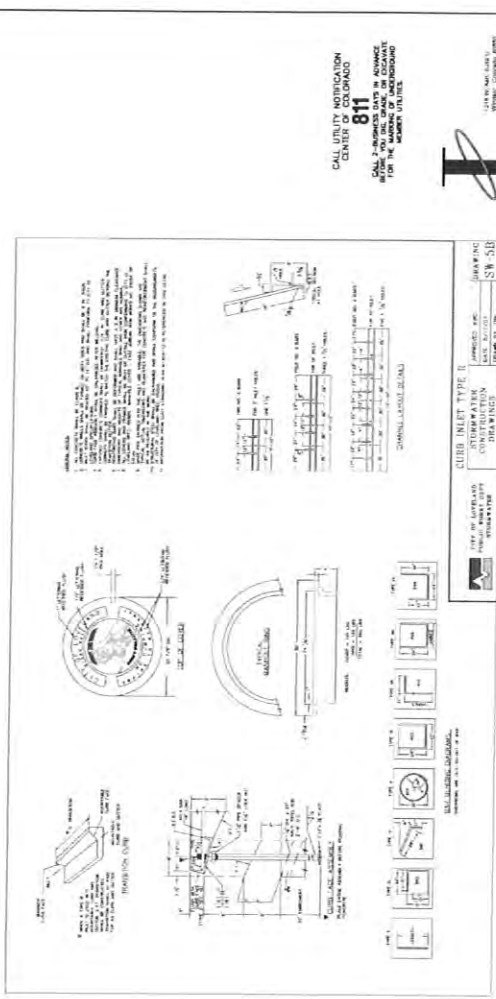
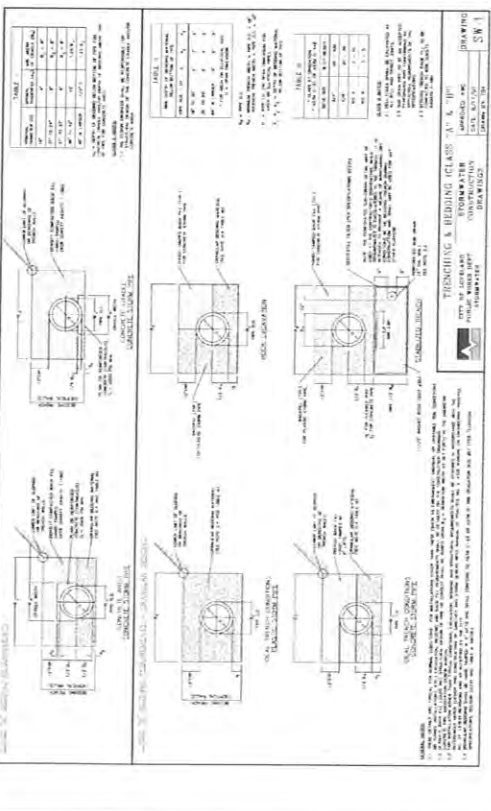
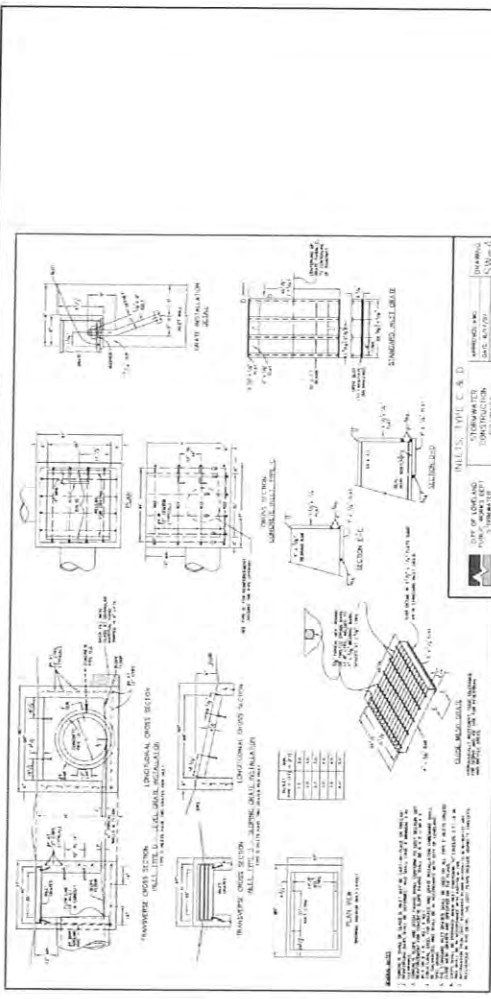
**EAST 37TH ST. IMPROVEMENTS
MONROE TO MADISON
DETAILS**

Project No./Code: 1045-029-01

Sheet No.: 27

Sheet Subst:

Subst Sheets:



CALL UTILITY NOTIFICATION CENTER 811
 BEFORE ANY EXCAVATION OR INSTALLATION OF UNDERGROUND UTILITIES



Project No./Code
 1045-029-01

EAST 37TH ST. IMPROVEMENTS
 MONROE TO MADISON
 DETAILS

As Constructed Dates
 No Revision
 Revised:
 Void:

PUBLIC WORKS ENGINEERING
 410 East Fifth Street
 Loveland, Colorado 80537
 Phone: (970) 942-2827
 FAX: (970) 942-2929
 www.cityofloveland.org/publicworks



Sheet Revisions

Initials	Description	Date

Computer File Information

Creation Date	Rev. No.	Initials	Date
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3-7-12	JDL	JDL	

Drawing File Name: 104502901.DT.dwg
 Acad Ver.: 2007
 Scale: As Shown
 Units: English

Sheet Number 28

Sheet Subst: Subst Sheets:

**REVISION OF SECTION 201
CLEARING AND GRUBBING**

Section 201 of the standard specifications is hereby revised for this project as follows:

Subsection 201.01 shall include the following:

The Project Manager shall be responsible for identifying the removal of tree branches, stumps, shrubs and/or other plant materials beyond those trees identified in the removal plans for removal and/or transplant. Coordinate with the Project Manager to have tree branches, stumps, shrubs, and other plant materials marked for removal.

The Contractor shall scalp the vegetation and landscape rock from the topsoil surface and dispose of this material properly offsite. The Contractor shall then cut the topsoil from the surface to a 6-inch depth and the material shall be disposed of outside the project site legally.

All landscape irrigation boxes, irrigation pipes, and appurtenances to be removed and capped in the ROW in a approved method by the Project Engineer and paid for in its own unit Section 202-02000-06.

Clearing and grubbing shall include the removal of the following work items identified on the plans and properly disposing outside of the project limits. The Contractor shall coordinate the removal of traffic signage with the Traffic Operations: 105 W. 5th Street, Loveland, CO 80537
Phone: (970) 962-2535 Fax: (970) 962-962-2907

The following approximate quantities at the approximate locations shall be included in the work:

All removed debris shall become the property of the contractor and shall be removed from the project site, not buried on-site.

Subsection 201.04 shall include the following:

Pay Item	Pay Unit
Clearing and Grubbing	Lump Sum

*East 37th St. Improvements Monroe To Madison
Technical Specifications*

**REVISION OF SECTION 202
REMOVAL OF STORM DRAINAGE PIPE AND END SECTION**

Section 202 of the Standard Specifications is hereby revised for this project as follows:

Subsection 202.01 shall include the following:

This work includes removal and disposal of existing storm drainage pipe and flared end sections within the project limits as shown on the plans or at locations directed by the Project Manager. All work performed under this item shall be done in accordance to the City of Loveland Storm Drainage Standards.

In subsection 202.02 delete the seventh paragraph and replace with the following:

The removed pipe and flared end section shall become the property of the Contractor and shall be disposed of outside the project site legally.

Subsection 202.11 shall include the following:

The removal of the existing storm drainage pipe will be measured by the linear foot of pipe removed, and accepted.

The removal of the existing flared end sections shall be measured and paid for each item removed.

Excavation will not be paid separately and shall be included in the cost for removal of pipe.

Subsection 202.12 shall include the following:

Payment will be made under:

Pay Item	Pay Unit
Removal of Storm Drainage Pipe	Linear Foot
Removal of End Section	Each

Work shall include all material, equipment, labor, and disposal of materials to complete the work.

*East 37th St. Improvements Monroe To Madison
Technical Specifications*

**REVISION OF SECTION 202
REMOVAL OF SIDEWALK**

Section 202 of the Standard Specifications is hereby revised for this project as follows:

Subsection 202.01 shall include the following:

This work includes removal and disposal of existing sidewalk within the project limits as shown on the plans or at locations directed by the Project Manager.

In subsection 202.02 delete the seventh paragraph and replace with the following:

The existing sidewalk consisting of concrete material (4 to 6 inches thick) shall be removed in a manner that minimizes contamination of the removed sidewalk with underlying material. The removed sidewalk shall become the property of the Contractor and shall be disposed of outside the project site legally. The Contractor may dispose the removed sidewalk at the City’s Recycling Center located on 500 North Wilson Avenue, just south of the Big Thompson River. It is the responsibility of the Contractor to be familiar with acceptable disposal specifications of the City Recycling Center (970) 962-2529. Operation hours are Monday through Friday 8 a.m. to 5 p.m. and Saturday 8 a.m. to 4 p.m.

Subsection 202.11 shall include the following:

The removal of the existing sidewalk will be measured by the square yard of sidewalk removed to the required depth, and accepted.

Sawcutting, or other demolition to reduce into manageable pieces, will not be paid separately and shall be included in the cost for removal of sidewalk.

Subsection 202.12 shall include the following:

Payment will be made under:

Pay Item	Pay Unit
Removal of Sidewalk	Square Yard

REVISION OF SECTION 202

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REMOVAL OF CURB AND GUTTER

Section 202 of the Standard Specifications is hereby revised for this project as follows:

Subsection 202.01 shall include the following:

This work includes removal and disposal of existing curb within the project limits as shown on the plans or at locations directed by the Project Manager.

In subsection 202.02 delete the seventh paragraph and replace with the following:

The removed curb shall become the property of the Contractor and shall be disposed of outside the project site legally. The Contractor may dispose the removed curb at the City’s Recycling Center located on 500 North Wilson Avenue, just south of the Big Thompson River. It is the responsibility of the Contractor to be familiar with acceptable disposal specifications of the City Recycling Center (970) 962-2529. Operation hours are Monday through Friday 8 a.m. to 5 p.m. and Saturday 8 a.m. to 4 p.m.

Subsection 202.11 shall include the following:

The removal of the existing curb will be measured by the linear foot of curb removed, and accepted.

Sawcutting, or other demolition to reduce into manageable pieces, will not be paid separately and shall be included in the cost for removal of curb.

Subsection 202.12 shall include the following:

Payment will be made under:

Pay Item	Pay Unit
Removal of Curb and Gutter	Linear Foot

Work shall include all material, equipment, labor, and disposal of materials, including hauling, to complete the work.

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**REVISION OF SECTION 202
REMOVAL OF ASPHALT MAT**

Section 202 of the Standard Specifications is hereby revised for this project as follows:

Subsection 202.01 shall include the following:

This work includes removal and salvaging of the existing asphalt and asphalt sidewalk within the project limits as shown on the plans or locations directed by Project Engineer.

In subsection 202.02 delete the seventh paragraph and replace with the following:

The existing asphalt mat shall be removed in a manner that minimizes contamination of the removed asphalt with underlying material. The average depth of asphalt is 5" to 8" depth inches throughout most of the project. The removed mat shall become the property of the City and incorporated into the fill as indicated in Section 202.01.

Subsection 202.11 shall include the following:

The removal of the existing asphalt will be measured by the square yard of mat removed to the required depth, and accepted.

Location of sawcutting shall be as directed by the Project Manager. Sawcutting will not be paid separately and shall be included in the cost for removal of asphalt mat.

Subsection 202.12 shall include the following:

Payment will be made under:

Pay Item	Pay Unit
Removal of Asphalt Mat (Full Depth = 5"to 8" Depth)	Square Yard
Removal of Asphalt Mat (Full Depth Sidewalk)	Square Yard

Work shall include all material, equipment, labor, and disposal of materials, including hauling, to complete the work. Planers, brooms and all other work necessary to complete the item will not be measured and paid for separately, but shall be included in with the work.

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**REVISION OF SECTION 202
REMOVAL OF FENCE**

Section 202 of the Standard Specifications is hereby revised for this project as follows:

Subsection 202.01 shall include the following:

This work includes removal and disposal of existing fence within the project limits as shown on the plans or at locations directed by the Project Manager.

In subsection 202.02 delete the seventh paragraph and replace with the following:

The existing fence shall be removed in a manner that minimizes disturbance to the surrounding area. All removed fence materials shall become the property of the Contractor and shall be disposed of outside the project site legally.

Subsection 202.11 shall include the following:

The removal of the existing fence will be measured by the linear foot of fence removed, and accepted and shall include the removal of concrete and post supports.

Subsection 202.12 shall include the following:

Payment will be made under:

Pay Item	Pay Unit
Removal of Fence	Linear Foot

Work shall include all material, equipment, labor, and disposal of materials to complete the work, including excavating and backfilling.

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**REVISION OF SECTION 202
REMOVAL OF PAVEMENT MARKING**

Section 202 of the Standard Specifications is hereby revised for this project as follows:

In subsection 202.05, delete the first paragraph and replace with the following:

202.05 Pavement Markings. Pavement markings on the existing pavement shall be removed within the project limits on areas shown on the plans or defined by the Project Manager. Removal shall be achieved by wheel grinding. Grinding shall abrade the surface of the pavement to a depth of 5 to 10 mils below the top of the existing pavement. The depth shall be measured from the bottom of a 2 foot straight edge that is placed transverse to the removed stripe on the roadway surface.

The Contractor shall not remove more than 1 inch wider than the width of the existing stripe and no more than 4 inches longer from the beginning to the ending of the stripe.

The Contractor shall conduct the removal work in such a manner as to minimize airborne dust and debris and must comply with the SWMP. Residue and other waste material that may be deposited on the pavement as a result of removal operations shall be removed as the work progresses. All removed material shall be properly disposed of by the Contractor.

All removed stripes shall be replaced in accordance with Section 627.

Pay Item	Pay Unit
Removal of Pavement Marking (Wheel Grinding)	Linear Foot

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**REVISION OF SECTION 203
EMBANKMENT**

Section 203 of the Standard Specifications is hereby revised for this project as follows:

Subsection 203.01; replace the second and third sentence with the following:

All excavation will be classified, "unclassified excavation", "stripping", "muck excavation", "rock excavation", "borrow", "potholing", or "excavation around existing utility" as hereafter described. All embankment will be classified "embankment material", "rock fill", or "flowfill backfill" as hereafter described.

Subsection 203.03(a) shall include the following:

- (a) *Embankment Material.* Embankment material shall consist of approved material acquired from excavations within the project limits or approved borrow sources outside the project limits, hauled and placed in embankments, compacted to final grades as specified in Section 203.07. The embankment quantity was not adjusted to allow for shrinkage during compaction.

Subsection 203.13(b) delete and replace with the following:

- a) *Embankment.* When embankment conforms to the staked lines and grades, the item shall be paid for as a lump sum as delineated in the Contract. The original cross-sections and the staked sections shall not be used for the determination of embankment volumes.

Minor cuts and fills shall be considered incidental to the work, and shall not be paid separately under this section.

- b) *Excavation.* Muck excavation shall consist of the removal and disposal of mixtures of soils and organic matter not suitable for foundation or embankment material and replacing with a suitable fill material compacted to the finished *Muck* graded section. Muck excavation of material from weather damage or dewatering operations shall be considered incidental and not included in this item.

Subsection 203.14 shall include the following:

Payment will be made under:

Pay Item	Pay Unit
Embankment	Lump Sum
Muck Excavation	Cubic Yard

Work shall include all material, equipment, labor, and disposal of materials to complete the work, including haul, stockpiling, dust control, soil moisture control, compaction, proof rolling, finish grading and disposal of unsuitable materials.

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**REVISION OF SECTION 203
PROOF ROLLING**

Section 203 of the Standard Specifications is hereby revised for this project as follows:

Subsection 203.09 delete and replace with the following:

After the subgrade has been compacted, tested, and found to meet specifications, the entire subgrade shall be mechanically proof-rolled with a heavily loaded vehicle to ensure uniformity of the subgrade. The vehicle must have a loaded GVW of 50,000 pounds with a loaded single axle weight of at least 18,000 pounds and a tire pressure of 90 psi.

Subgrade which is pumping or deforming, as designated by the Project Manager, under loading must be reworked, replaced or otherwise modified, to form a smooth, stable, non-yielding base for subsequent paving courses.

The Owner's Field Representative shall be notified at least 24 hours before final proof-rolling.

All proof rolls shall be observed and approved by an inspector.

Subsection 203.13(f) delete and replace with the following:

Proof rolling will not be measured but shall be incidental to the work.

Subsection 203.14 shall include the following:

Proof rolling will not be measured and paid for separately, but shall be included in the work.

**REVISION OF SECTION 206
FLOWFILL BACKFILL**

Section 206 of the Standard Specifications is hereby revised for this project as follows:

Subsection 206.01 shall include the following:

All underground utility trenches, new inlets, new manholes, and removal voids constructed with this project within the right-of-way shall be backfilled with flowfill.

Subsection 206.02 delete flowfill requirements and replace with the following:

The Contractor shall substitute flowfill backfill for structure backfill (class 1) or structure backfill (class 2) for all pipes, storm sewers, manholes, inlets, sanitary sewers and waterlines constructed within the project limits within the right-of-way. Flowfill shall not be used as a temporary or permanent street surface.

Ingredients	Pounds/Cubic Yard
Cement*	42 (0.45 sack)
Water	325 (39 gallons as needed)
Coarse Aggregate (No. 57)	1700
Sand (ASTM C-33)	1845

* Flyash may be approved by the Project Manager. Curing accelerators (“flash-fill”) shall not be used.

The maximum desired 28-day strength is 60 psi. The combination of material listed above, or an equivalent, may be used to obtain the desired flowable fill.

Subsection 206.03 shall include the following:

The Contractor shall be required to substitute flowfill for backfill in all areas defined by the Owners Field Representative. The flowfill material shall initially backfilled to the level of the original surface. After flowfill has cured, the top surface of the flowable fill shall be removed to the depth necessary to allow repair of the permanent surface. Vibration of flowable fill shall be required unless otherwise approved by the Project Manager. Damage resulting from placing flowfill backfill in layers that are too thick or from not allowing sufficient time between placements of layers shall be repaired at the Contractor’s expense.

Subsection 206.06 delete and replace with the following:

Structure excavation for all proposed underground utilities, inlets, and manholes within the project limits shown on the plans shall not be measured and paid for separately but shall be included in the cost of the items and considered incidental.

Flowfill backfill for all proposed and existing shallow underground utilities, inlets and manholes shall be measured by the cubic yard and paid for under its own line item. The cost to transport the material to the site shall be considered incidental and will not be paid for separately. The Contractor shall only be paid

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for the material used within the project limits not extra material brought to the site.

Subsection 206.07 shall include the following:

Payment will be made under:

Pay Item	Pay Unit
Flowfill Backfill	Cubic Yard

Work shall include all material, equipment, labor, and disposal of materials to complete the work, including haul, stockpiling, dust control, soil moisture control, compaction, proof rolling, finish grading and disposal of unsuitable materials.

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**REVISION OF SECTION 207
TOPSOIL**

Section 207 of the standard specifications is hereby revised for this project as follows:

Delete Subsection 207.04 and replace with the following:

Topsoil salvaged from the roadway, placed in stockpile, and placed behind the back of walk to the project limits shown on the plans shall be paid for by the cubic yard per plan quantity.

The top six inches (6 ") of vegetation shall be stripped from the existing ground between the project limits and the existing pavement and stockpiled onsite. This material shall be used for the topsoil quantity located in the areas behind the proposed sidewalk extending to the project limits as shown on the plans. All excess material shall be hauled offsite at the Contractor's expense.

Subsection 207.05 shall include the following:

Payment will be made under:

Pay Item	Pay Unit
Topsoil CIP (Stripping / Stockpiling/ Placement) – 6" Depth	Cubic Yard

Tilling and disking operations will not be paid for separately, but shall be included in the work. Organic amendment will not be paid for separately but shall also be included in the work.

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**REVISION OF SECTION 208
EROSION CONTROL**

Section 208 of the Standard Specifications is hereby revised for this project as follows:

Section 208.01 of the Standard Specifications is hereby revised for this project to include the following:

A State of Colorado Water Discharge Permit is required for this project as the site disturbance is greater than 1.0 acre. The Contractor shall install and maintain all erosion controls and execute all practices described in each phase in the Stormwater Management Plan. Interwest Consulting Group has prepared a base plan and Erosion Control Binder. The following lists the contents contained in the Erosion Control Binder:

1. SWMP Plan Sheet
2. SWMP Site Map
3. Specifications
4. Details
5. Modified Details
6. Narratives
7. Calendar
8. Environmental Permits
9. Pollutants
10. Spill Prevention, Control, and Countermeasure (SPCC) Plan
11. Inspection Forms
12. Correspondence
13. Methods
14. Schedule
15. Erosion Control Supervisor (ECS) Training Certification
16. Inspection Reports/Pictures

The Erosion Control Supervisor shall be responsible for maintaining the binder throughout the construction of the project. The following link offers a training tool to aid in the compliance with CDOT's CDPS Stormwater Construction and Municipal Separate Storm Sewer System (MS4) Permits:

http://www.dot.state.co.us/DesignSupport/Water%20Quality%20Control/Sample%20SWMP%20Notebook%20Presentation_rev04-27-09%5B1%5D.pdf

Any loss of time or materials related to erosion shall be the sole responsibility of the Contractor. Any damage to surrounding properties or facilities (either onsite or offsite) related to erosion caused by construction of this project, will be the sole responsibility of the Contractor.

Subsection 208.05 shall include the following:

Silt fence shall be installed in accordance with City of Loveland stormwater detail SW-10 and maintained for the duration of the project.

Wattles shall be installed in accordance with City of Loveland stormwater detail SW-13.

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**REVISION OF SECTION 208
EROSION CONTROL**

Inlet filters shall be installed in accordance with City of Loveland stormwater details SW-11, SW-12 and SW-14.

Sediment Traps and Sediment Basin shall be installed in accordance with City of Loveland stormwater details SW-18

Rip Rap shall be installed in accordance with City of Loveland stormwater details SW-9

Concrete Washout shall be installed in accordance with City of Loveland stormwater details SW-17

Vehical Tracking Control Pad shall be installed in accordance with City of Loveland stormwater details SW-15

Wattles Dike (WD) 18" diameter and 20 feet long staked per stormwater details SW-14.

The Contractor is required to have an Erosion Control Supervisor that shall enforce all Federal, State, and local government policies that apply to this project. The Erosion Control Supervisor shall maintain the Erosion Control Binder throughout the duration of the project and submit the completed binder at the end of the project to the City of Loveland Public Works Department to meet the requirements found under Subsection 105.20 (b) Final Completion.

It shall be the responsibility of the contractor to ensure that all roadways near the project are kept clean of construction debris.

Section 208.07 shall be deleted and replaced with the following:

All erosion control measures identified in the Contract and as directed by the Project Manager, or as necessary to be in compliance with the permit, will be measured and paid for under their own units for all items installed and approved by the Project Manager. The unit cost price bid will be full compensation for all work required to complete the item.

Excavation required for removal of accumulated sediment from traps, basins, areas adjacent to silt fences and erosion bales, and other clean out excavation of accumulated sediment, and the disposal of such sediment, shall be considered incidental to the work. Street sweeping will not be measured but shall be incidental to the work.

Street sweeping will not be measured but shall be incidental to the work. If the Contractor fails to perform, the Project Manager shall enforce the fines found under Section 107 D.7 in these documents.

Erosion Control Supervisor shall be paid for by the hour that the supervisor is on site. The travel time for the Erosion Control Supervisor shall be considered incidental to the work.

The Erosion Control Supervisor shall submit the binder to the Owner at the beginning of the project complete with all of the start up information. The first payment for Mobilization shall be withheld until the Erosion Control Binder has been submitted to the City of Loveland for review and acceptance. The Erosion Control Binder shall be paid at the end of the project as a lump sum cost once it has been determined that it is complete and fulfills all of the necessary requirements

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**REVISION OF SECTION 208
EROSION CONTROL**

Subsection 208.08 shall include the following:

Pay Item	Pay Unit
Silt Fence	Linear Foot
Sediment Basin	Each
Concrete Washout Structure	Each
Storm Drain Inlet Protection (CIP-3)	Each
Stabilized Construction Entrance	Each
Sediment Removal and Disposal	Hour
Erosion Control Supervisor	Hour
Wattles Dike (WD) 18" Diameter and 20 Ft Length per Detail/SW-14	Each

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**REVISION OF SECTION 210
MANHOLE AND VALVE BOX ADJUSTMENTS**

valve box, adjusting the valve by turning it to the proper grade, trimming the existing asphalt by cutting vertical edges, then spreading and mechanically compacting bituminous material of the same grade and quality as the adjacent pavement.

If the Contractor is unable to turn up the valve box or is capable but not sufficiently to achieve the proper grade or if the top section of the valve box is in poor condition, the Contractor shall excavate around the top section of the valve box and remove and replace the top section with a longer section supplied by the Contractor. The excavation shall be backfilled with flowfill (measured and paid for under flowfill backfill) to the top of subgrade, and material of the same grade and quality as the adjacent pavement shall be placed.

The Contractor shall exercise reasonable care while attempting to adjust the valve boxes. If the Contractor is negligent and breaks the valve box, the valve box shall be replaced at the Contractors expense.

Upon completion of construction, the Engineer, the Contractor and the Owner shall hold a final inspection. This inspection shall assure that all valve boxes and manholes are in compliance with these requirements.

The Contractor shall be paid for each valve box or manhole adjustment to final grade regardless of the number of moves required to complete construction. All valve boxes shall be free of excess debris so that the valve is accessible for operation after the final vertical adjustment is made.

Subsection 210.12 shall be revised to include the following:

The manhole adjustment shall be measured and paid for per item adjusted.

The valve box adjustment shall be measured and paid for per item adjusted.

All work associated with the manhole and valve box adjustment including but not limited to the excavation, backfill, compaction, sawcutting, concrete rings, metal shims, grout, and patch placement of bituminous material shall be included in the measurement and cost of this item.

All flowfill backfill shall be measured and paid for under its own unit.

Subsection 210.13 shall include the following:

Payment will be made under:

Pay Item	Pay Unit
Adjust Manhole	Each
Adjust Valve Box	Each

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**REVISION OF SECTION 212
SEEDING, FERILIZING, & SODDING**

Section 212 of the Standard Specifications is hereby revised for this project as follows:

Subsection 212.02(a) shall include the following:

The seed mix and rate to be spread shall comply with that shown in the table below:

Common Name	Botanical Name	Pounds PLS/Acre
Smooth Brome 'Lincoln'	Bromus inermis 'Lincoln'	6.0 (25%)
Crested Wheatgrass 'Ephraim'	Agropyron cristatum 'Ephraim'	5.0 (25%)
Intermediate Wheatgrass 'Amur'	Elytrigia intermedia 'Amur'	6.0 (20%)
Perennial Ryegrass 'Affinity'	Lolium perenne 'Affinity'	3.0 (15%)
Russian Wildrye 'Vinal'	Pseudoroegneria spicata inermis 'Vinal'	4.0 (15%)
Total		24.0 (100%)

Seeding and fertilizer shall be spread hydraulically prior to hydro mulching.

Subsection 212.02(b) 1 shall include the following:

All topsoils should be tested to determine if fertilization or other soil amendments are needed. All areas to be reseeded shall be tested by a qualified laboratory to determine fertilizer and other soil amendment requirements. Required minimum test parameters are:

- a. PH
- b. % Organic Matter
- c. CEC
- d. NO3-N & TKN
- e. P
- f. Texture - actual (not estimated) %sand, %silt, %clay

Sites shall be fertilized according to laboratory soil analysis and recommendations. In the absence of a soils analysis (if approved by the City of Loveland), a minimum of 40 pounds of available nitrogen and 40 pounds of available phosphorus will be applied per acre.

All fertilizer shall be uniform in composition, dry, free flowing, and have the manufacturer's guaranteed analysis provided. Fertilizer which becomes caked or otherwise damaged making it unsuitable for use shall not be accepted.

Delete Subsection 212.02, (b) 2. Soil Conditioner and replace with the following:

- 1. Soil Conditioner: Soil conditioner shall consist of an organic amendment which meets the following requirements:

Organic Amendment shall be A-1 Organic, Colorado Compost (Windsor 686-5121), or equivalent approved 7 days prior to installation. Compost shall be a totally organic product (Mountain peat is not acceptable in the amendment) that has been aerobically and naturally processed without the

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addition of coarse wood chips, in such a manner as to maintain a consistent temperature of 140 degrees Fahrenheit or greater for a period of time sufficient to create the following characteristics, measured by dry weight:

1. Maximum allowable organic matter: 60%
2. Organic matter to nitrogen ratio 25:1
3. pH: 6.5 to 7.5
4. Soluble Salts: 1.0 to 2.0 mmhos
5. Less than 40% inorganic matter
6. Less than 5% soil, dirt, or sand
7. Maximum particle size of ½" diameter
8. Eradication of all harmful weed seeds, pathogens, and bacteria
9. A well decomposed earthy smell (non-offensive)

The Contractor shall submit a 2 pound sample of the soil conditioner product four weeks before its use on the project site for Project Manager's approval. A Certificate of Compliance shall be provided to the Project Manager to verify the organic matter content, pH, and carbon matter to nitrogen ratio, and salt levels (by electrical conductivity mmhos/cm).

Subsection 212.02(c) shall be revised to include the following:

Turfgrass Sod: Certified Approved Number 1 Quality/Premium, including limitations on thatch, weeds, diseases, nematodes, and insects, complying with TPI's "Specifications for Turfgrass Sod Materials" in its "Guideline Specifications to Turfgrass Sodding." Furnish viable sod of uniform density, color, and texture, strongly rooted, and capable of vigorous growth and development when planted.

Turfgrass Species: Sod of grass species as follows, with not less than ninety-five (95) percent germination, not less than eighty-five (85) percent pure seed, and not more than one-half (1/2) percent weed seed.

1. Blend: 100% Turf Type Tall Fescue (*Festuca arundinacea*) a minimum of three improved cultivars.
2. Sod shall be healthy, deep green growing condition, free from insects or disease and in a healthy growing form. Sod shall be a minimum age of 18 months with root development that will support its own weight without tearing when suspended vertically by holding the upper two corners.
3. Sod shall be grown by a commercial sod company specializing in sod production and harvesting with a minimum of five years experience.
4. Sod shall be mowed to a height of 1.5" to 2" prior to harvesting.
5. Sod pieces shall be a minimum of six feet long and 18" wide with a thickness of ¾" to 1". Small irregular pieces are not acceptable. Big roll sod is acceptable and encouraged.

Subsection 212.03 shall be revised as follows:

To increase chances of rapid establishment, planting should be completed just prior to the time when precipitation and soil moisture conditions exceed evapotranspiration rates. Permanent dryland grass seeding can occur from October 1, when the seeds will lay dormant, until May 15 when the soil warms in the spring.

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**REVISION OF SECTION 212
SEEDING, FERILIZING, & SODDING**

Subsection 212.05 shall be revised to include the following:

After soil preparation, scarify the surface to a depth of 3/8 inch using a chain drag, chain link, or rake.

Subsection 212.08 shall include the following:

Payment will be made under:

Pay Item	Pay Unit
Seeding	Acre

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**REVISION OF SECTION 213
MULCHING**

Section 213 of the Standard Specifications is hereby revised for this project as follows:

Subsection 213.03 (b) shall include the following:

Furnishing and applying sprayed on mulch blanket in a uniformly method on the surface of the soil, the fibers shall form a blotter-like ground cover which readily absorbs water, and allows infiltration to the underlying soil.

Soil may not be visible through the hydro mulch upon completion of application.

Hydraulic Mulching Equipment: Include pump capable of being operated at one hundred (100) gallons a minute and at one-hundred (100) psi.

1. Provide nozzle adaptable to hydraulic mulching requirements
2. Storage tanks must have means of calculating volume used or remaining in tank.

Timing: Mulch designated areas immediately following seed placement. Mulch must be placed within forty-eight (48) hours following seeding operation. If sections of seed are placed, mulch should follow each phase of seeding.

The Contractor shall repair or re-mulch areas improperly mulched or damaged by the Contractor's negligence, in manner specified. Mulch removed by circumstances beyond the Contractor's control shall be repaired and re-mulched as ordered by the Project Manager. The Contractor shall be compensated for re-mulch required by circumstances beyond the Contractor's control and shall be calculated per the unit price in the contract.

Subsection 213.05 shall include the following:

Payment will be made under:

Pay Item	Pay Unit
Hydraulic Mulching	Acre

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**REVISION OF SECTION 304
AGGREGATE BASE COURSE**

Section 304 of the Standard Specifications is hereby revised for this project as follows:

Subsection 304.02 shall include the following:

Materials for the base course shall be Aggregate Base Course (Class 5) as shown in subsection 703.03.

The aggregate base course (Class 5) must meet the gradation requirements and have a resilient modulus of at least 32.883 psi or a resistance value, $R \geq 78$ when tested by the Hveem Stabilometer method.

Subsection 304.04 shall include the following:

Any excavation and fill required to place the aggregate base course and the preparation of the subgrade will not be measured and paid for separately, but shall be included in the work. Any excess excavated material not used on site shall become the property of the Contractor and shall be disposed of outside the project limits

Subsection 304.07 shall include the following:

Aggregate Base Course will be measured by the ton at proper moisture. The quantity will be adjusted accordingly if the moisture content is too high. Any haul operations or water used to bring mixture to optimum moisture will not be measured or paid for separately, but shall be included in the price of Aggregate Base Course. Load tickets shall be consecutively numbered for each day.

Soil sterilization shall be applied under all new asphalt paving and shall be considered incidental to the work and not paid for separately.

Subsection 304.08 shall include the following:

Payment will be made under:

Pay Item	Pay Unit
Aggregate Base Course (Class 7) - 6" Depth	Ton
Aggregate Base Course (Class 7) - 6" Depth Median Fill Soils 6" to 12" Depth	Ton
Aggregate Base Course (Class 5)	Ton
Aggregate Base Course (Class 5) 24" Shoulder	Ton

Work shall include all material, equipment, labor, disposal of any excess excavated materials, hauling, sterilization, and water to complete the work.

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**REVISION OF SECTION 306
RECONDITIONING**

Section 306 of the Standard Specifications shall be amended to include the following:

Subsection 306.02 shall include the following:

The subgrade shall be reconditioned with conventional moisture treatment and compaction, subgrade soils should be scarified a minimum of 12 inches deep, moisture conditioned to within 2 percent of optimum moisture content and compacted to at least 95 percent of standard Proctor maximum dry density (ASTM D 698, AASHTO T99). The reconditioned surface shall not vary above or below the lines and grades as staked by more than 0.04 foot under the pavement sections or 0.08 foot under all other areas within the project limits. The surface shall be tested prior to application of any base course or pavement. All irregularities exceeding the specified tolerance shall be corrected to the satisfaction of the Engineer at no additional cost to the Department. The surface shall be satisfactorily maintained until base course has been placed.

Scarification and recompaction of the upper 12 inches of subgrade soils should occur as close to the time of pavement construction as possible. The final subgrade surface must be protected from excessive drying or wetting until such time as the pavement section is constructed. It shall be at the Engineer's discretion to determine if the Contractor has made a sufficient effort to control the moisture in the subgrade material and made a reasonable effort to recondition the subgrade.

If the Contractor chooses to use road base as a fine grading material or a material to mitigate over excavated or rain damaged areas this shall be entirely the Contractors cost and shall be considered incidental to the work.

Reconditioning for patch areas and remove and replace streets: Reconditioning on patch areas and removal streets removed with a milling machine shall consist of scarifying, blading and rolling. Sufficient water shall be added or removed to meet the density requirements for each soil type as specified in Section 203.07. Excess material around manholes, water valves, along curb, and other irregularities will be removed to bring the subgrade to a uniform grade and cross-section for the specified paving section.

If the Contractor chooses to use road base as a fine grading material or a material to mitigate over excavated or rain damaged areas this shall be entirely the Contractors cost and shall be considered incidental to the work.

The underlying base material shall be compacted by the contractor and the compacted subgrade shall be approved by the Engineer before the new pavement is placed.

Subsection 306.03 shall include the following:

Subgrade reconditioning will not be separately measured for areas of Subgrade Stabilization as described in section 203.05. Basis of payment is per square yard as originally directed by the Engineer. Pavement areas removed and reconditioned that were not designated by the City are not eligible for payment.

Reconditioning subgrade areas for paver patching and for adjusting or repairing manholes, valve boxes or other street intrusions shall not be paid for separately but shall be included with the cost for the patch or

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**REVISION OF SECTION 306
RECONDITIONING**

the item being adjusted or repaired.

Subsection 306.04 shall include the following:

The accepted quantities of reconditioning will be paid for at the contract unit price for reconditioning. Proof rolling of the finished subgrade shall be

Payment will be made under:

Pay Item	Pay Unit
Reconditioning (12" Depth)	Square Yard

Work shall include all material, equipment, labor, disposal of any excess excavated materials, and all incidentals for doing all work involved including compaction, wetting or drying, and finish grading as shown on the plans to complete the work.

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**REVISION OF SECTIONS 401 & 703
PLANT MIX PAVEMENTS**

Section 401 of the Standard Specifications is hereby revised for this project as follows:

Subsection 401.02 is hereby revised to include the following:

Requests made in writing by the Contractor for changes in the job mix formula will be considered by the Project Manager. A job mix formula shall be determined by the Contractor and submitted to the Project Manager for approval a minimum of one week prior to the beginning of construction for each proposed change. The Contractor shall provide the Project Manager with an asphalt mix design report from an independent testing laboratory acceptable to the Project Manager. The report shall state the Mix properties, optimum oil content, and job mix formula and recommended mixing and placing temperatures. The costs for all job mix formulas shall be the responsibility of the Contractor.

If the Contractor uses more than three (3) job mix formulas for a type of plant mix pavement used, the City may charge the Contractor for testing and evaluation of the mix designs, including the costs for calibration of a Nuclear Asphalt Oven.

Recycle Asphalt Pavement. The hot bituminous pavement shall not contain more than 20 percent reclaimed asphalt pavement where allowed. The reclaimed asphalt pavement shall meet the requirements of subsection 703.04.

Mix Design Approval. Mix designs will be approved on a Laboratory/Production approval system. Initial approval will be given based on laboratory design. Production approval will then be given based on testing conducted on plant mixed samples to verify the approved laboratory design. New mix design shall be submitted for each calendar year and shall remain in effect for a period not extending beyond the end of that calendar year. Should a change in sources of materials be made a new mix design will be required and shall remain in effect for the remainder of that calendar year.

- a. *Laboratory Mix Design Approval.* The Contractor may receive preliminary mix design approval of a new HBP mix design, based on the following procedure:
 - 1) The mix designs will be performed by an independent laboratory and approved by the Local Entity.
 - 2) *Conditions.* The following conditions shall apply to this preliminary approval:
 - a) *Written Request and Submittals.* The Contractor shall make a written request for preliminary mix design approval, and submit independent lab mix design containing all the information required in Laboratory Mix Design checklist found in the Larimer County Urban Area Street Standards under Appendix E-7.
 - b) *Test Results.* The results of all required tests shall meet the mix design specification requirements listed in Table 403-1.
 - c) *Asphalt Content.* The Local Entity Project Manager, only, shall approve the asphalt content based on the private lab mix design.

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**REVISION OF SECTIONS 401 & 703
PLANT MIX PAVEMENTS**

- b. *Production Mix Design Approval.* The Contractor may receive and maintain production mix design approval of an HMA mix design, based on the following procedure:
- 1) Following laboratory mix design approval verification of mix properties will be performed by an independent laboratory on plant-produced mix and approved by the Local Entity. This verification is to be performed on or before the first day of production for the project.
 - 2) *Conditions.* The following conditions shall apply to production mix design approval:
 - a) *Written Request and Submittals.* The Contractor shall make a written request for production mix design approval, and submit the results of the mix verification report performed by an independent lab. Any HMA mixes pre-approved for use in the Loveland GMA are approved for use on this project if they meet the grade and binder requirements.
 - b) *Field Verified Production Test Results.* The results of all required tests shall meet the mix design specification within the tolerances listed in Table 401-1.
 - c) Local entity shall have 5 days to review production mix design verification test results and approve or reject the mix design.
 - d) *Stop Work.* If the results of mix design verifications are not within the tolerances as determined by the local entity the contractor shall immediately stop paving within the GMA and submit a mitigation plan to the local agency for approval. If given approval paving may resume and a new mix design verification test will be performed on the first day of production. If after implementation of the mitigation plan the contractor is not capable of meeting the original mix design specifications he shall complete and submit a new mix design to the local entity for laboratory mix design approval.

In subsection 401.02 (a) delete the (1), (2), and (3) and replace with the following:

- (1) A proposed job-mix gradation for each mixture certified by the independent laboratory shall be wholly within the Master Range Table, Tables 703-4A, B, and C, before the tolerances shown in Table 401-1 are applied. The mass of lime shall be included in the total mass of the material passing the No. 200 sieve. The restricted zone boundaries given in the Asphalt Institute's Superpave Series No. 2 (SP-2) Manual, Appendix B, are to be used as guidelines in mix design development. However, the job-mix gradation is not required to pass above or below the restricted zone boundaries.
- c) The aggregate source, percentage of each element used in producing the final mix, the gradation of each element, and the proposed job-mix formula (JMF) gradation. The gradation used shall be based on the Contractor's JMF.
- d) The name of the asphalt cement supplier.

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**REVISION OF SECTIONS 401 & 703
PLANT MIX PAVEMENTS**

In subsection 401.02 delete Table 401-1 including the footnotes and replace with the following:

**TABLE 401-1
Tolerances for Hot Mix Asphalt - Element Tolerance**

Asphalt cement content	+/-0.30%
Voids in Mineral Aggregate (VMA)	+/-1.2%
Air Voids (Va)	+/-1.2%
Hot Mix Asphalt Gradation	
Passing the 3/8" and larger sieves	+/-6%
Passing the No. 4 and No. 8 sieves	+/-5%
Passing the No. 30 sieve	+/-4%
Passing the No. 200 sieve	+/-2%

In subsection 401.02 delete Table 401-2 and replace with the following:

TABLE 401-2

Grading	Test Procedure	Minimum Test Result	Sampling Frequency
All Gradings	CP L-5109 Method B	80	One per 10, 000 metric tons (10,000 tons) or fraction thereof (minimum)

In Subsection 401.15, delete the third and fourth paragraphs (including table) and replace with the following:

The minimum temperature of the mixture when discharged from the mixer and when delivered for use shall be as shown in the following table:

Asphalt Grade	Minimum Mix Discharge Temperature, °C (°F)*	Minimum Delivered Mix Temperature, °C (°F)**
PG 58-28	135 (275)	113 (235)
PG 58-22	138 (280)	113 (235)
PG 64-22	143 (290)	113 (235)
AC-20 Rubberized	160 (320)	138 (280)
PG 76-28	160 (320)	138 (280)
PG 70-28	149 (300)	138 (280)
PG 64-28	149 (300)	138 (280)
PG 58-34	149 (300)	138 (280)

* The maximum mix discharge temperature shall not exceed the minimum discharge temperature by more than 17°C (30°F)

** Delivered mix temperature shall be measured behind the paver screed.

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**REVISION OF SECTIONS 401 & 703
PLANT MIX PAVEMENTS**

Hot mix asphalt mixture shall be produced at the lowest temperature within the specified temperature range that produces a workable mix and provides for uniform coating of aggregates (95% minimum in accordance with AASHTO T 195), and that allows the required compaction to be achieved.

Subsection 401.16 is hereby revised to include the following:

The mixture shall be laid upon an approved surface, spread and struck off to provide for drainage to the side(s) of the roadway with a minimum cross slope of two percent (2%) or as directed by the Project Manager.

In Subsection 401.17 first paragraph, delete the second sentence and replace with the following:

Both steel wheel and pneumatic tire rollers will be required on this project. All pneumatic tire rubbers shall be equipped with rubber skirts.

In subsection 703.04 delete Table 703-4 and replace with Tables 703-4A, B, and C as follows:

**TABLE 703-4A
Master Range Table for Hot Bituminous Pavement (Grading S)**

Sieve Size	Percent by Weight Passing Square Mesh Sieves	Restricted Zone Boundary (Guideline)	
		Minimum	Maximum
37.5 mm (1½")			
25.0 mm (1")	100		
19.0 mm (¾")	90 - 100		
12.5 mm (½")	*		
9.5 mm (¾")	*		
4.75 mm (#4)	*		
2.36 mm (#8)	23 - 49	34.6	34.6
1.18 mm (#16)		22.3	28.3
600 mm (#30)	*	16.7	20.7
300 mm (#50)		13.7	13.7
150 mm (#100)			
75 mm (#200)	2 - 8		

* These additional Form 43 Specification Screens will initially be established using values from the As Used Gradation shown on the Design Mix.

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**REVISION OF SECTION 403
HOT MIX ASPHALT**

Section 403 of the Standard Specifications is hereby revised for this project as follows:

Subsection 403.02 shall include the following:

The design mix for hot mix asphalt shall conform to the following:

TABLE 403-1

Property	Test Method	Value For Grading		
		S(75)	S(75)	S(75)
Air Voids, percent at: N (initial) [for information only] N (design)	CPL 5115	>11.0 3.5 – 4.5	>11.0 3.5 – 4.5	>11.0 3.5 – 4.5
Lab Compaction (Revolutions): N (initial) [for information only] N (design)	CPL 5115	8 100	8 100	8 100
Stability, minimum	CPL 5106	30	30	30
Minimum % of the aggregate retained on the 4.75 mm (No. 4) sieve having at least 2 mechanically induced fractured faces	CP 45	90	90	90
Accelerated Moisture Susceptibility Tensile Strength Ratio (Lottman), minimum	CPL 5109 Method B	80	80	80
Minimum Dry Split Tensile Strength, kPa (psi)	CPL 5109 Method B	205 (30)	205 (30)	205 (30)
Grade of Asphalt Cement, Top Layer		PG 64-28	PG 64-22	PG 58-28
Grade of Asphalt Cement, Layers below Top				
Voids in the Mineral Aggregate (VMA) % minimum	CP 48	See Table 403-2	See Table 403-2	See Table 403-2
Voids Filled with Asphalt (VFA), %	AI MS-2	65-75	65-75	65-75
Dust to Asphalt Ratio Fine Gradation Coarse Gradation	CP 50	0.6 - 1.2 0.8 - 1.6	0.6 - 1.2 0.8 - 1.6	0.6 - 1.2 0.8 - 1.6
Note: AI MS-2 = Asphalt Institute Manual Series 2 Note: The current version of CPL 5115 is available from the Region Materials Engineer. Note: Mixes with gradations having less than 40% passing the 4.75 mm (No. 4) sieve shall be approached with caution because of constructability problems. Note: Gradations for mixes with a nominal maximum aggregate size of one-inch or larger are considered a coarse gradation if they pass below the maximum density line at the #4 screen. Gradations for mixes with a nominal maximum aggregate size of ¾ inch or smaller are considered a coarse gradation if they pass below the maximum density line at the #8 screen.				

**REVISION OF SECTION 403
 HOT MIX ASPHALT**

All mix designs shall be run with a gyratory compaction angle of 1.25 degrees and properties must satisfy Table 403-1. Form 43 will establish construction targets for Asphalt Cement and all mix properties at Air Voids up to 1.0 percent below the mix design optimum

TABLE 403-2

Minimum Voids in the Mineral Aggregate (VMA)			
Nominal Maximum Size*, mm (inches)	***Design Air Voids **		
	3.5%	4.0%	4.5%
37.5 (1½)	11.5	12.0	12.5
25.0 (1)	12.5	13.0	13.5
19.0 (¾)	13.5	14.0	14.5
12.5 (½)	14.5	15.0	15.5
9.5 (¾)	15.5	16.0	16.5
* The Nominal Maximum Size is defined as one sieve larger than the first sieve to retain more than 10%. ** Interpolate specified VMA values for design air voids between those listed. *** Air Void Criteria: A design air void range of 3.5 to 4.5% with a target of 4.0% will be used on all mixes. The air void criteria will be applied to the approval of the design mix.			

The Contractor shall prepare a quality control plan outlining the steps taken to minimize segregation of HMA. This plan shall be submitted to the Project Manager and approved prior to beginning the paving operations. When the Project Manager determines that segregation is unacceptable, the paving shall stop and the cause of segregation shall be corrected before paving operations will be allowed to resume. Contractor shall not clean or dump paver hopper during paving operations. Pavement materials shall be cleaned and disposed at the end of each paving session.

A maximum of 20% reclaimed material will be allowed for HMA (Grading S) (75). A maximum of 20% reclaimed material will be allowed for HMA (Grading SX) (75).

Hot mix asphalt for patching shall conform to the gradation requirements for Hot Mix Asphalt (Grading S) (75).

To prevent stripping, a minimum of 1 percent hydrated lime by weight of the combined aggregate shall be added to the aggregate for all hot mix asphalt.

Acceptance samples shall be taken as per CP-41.

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**REVISION OF SECTION 403
HOT MIX ASPHALT**

Subsection 403.03 shall include the following:

Regardless of the delivery temperature, the mixture shall not be placed for use on the roadway at a temperature lower than 225°F.

The existing pavement shall be broomed and cleaned to be free of dirt, water, vegetation and other deleterious matter immediately prior to commencing the paving operation. Edges of the area to be patched shall be sawcut vertically, and perpendicular or parallel to the roadway outside the wheelpath, as directed by the Project Manager. Tack coat shall be placed against clean, vertical edges on all sides of the area to be patched. Edges cut vertically shall have a temporary paper joint with a taper equaling 3 times the amount of drop on all vertical edges. The Contractor shall maintain the temporary taper for the entire period it is open to traffic. Distress that affects the ride, safety or serviceability of the temporary taper shall be immediately corrected to the satisfaction of the Project Manager. The placement, maintenance and removal of the temporary pavement shall be considered incidental to the project.

The Contractor shall construct the work such that all roadway pavement placed prior to the time paving operations end for the year, shall be completed to the full thickness required by the plans. The Contractor's Progress Schedule shall show the methods to be used to comply with this requirement.

HMA Grading S shall be placed in equal lifts not exceeding three (3) inches. The minimum thickness for Grading SX shall be one and one-half (1 ½) inches. The minimum lift thickness for Grading S shall be two (2) inches. Overlaying layers of HMA shall not be placed until the lower layer has been cooled sufficiently to provide stable material which will support the equipment without rutting, shoving or moving in any manner. Emulsified asphalt for tack coat shall be placed between all lifts.

The Contractor shall submit a longitudinal joint and pavement marking plan three (3) days prior to paving operations. Paving joints are acceptable along the lane lines or the center of the lanes only. Under no circumstances are paving joints acceptable within the wheel path.

Subsection 403.04 shall include the following:

HMA Grading SX and S will be measured by the ton and paid for at the Contract Unit Price for Asphalt Patching, Leveling Course, and Hot Mix Asphalt. All load slips shall be consecutively numbered for each day and shall include batch time.

Subsection 403.05 shall include the following:

The Contractor shall collect the scale ticket on each load when it is delivered to the project site, and ensure that the information required in subsection 109.01 is shown on each ticket.

Each day the Contractor shall provide to the Project Manager envelopes which contain the previous days signed tickets. On each envelope provide the project number, date of paving, type of material, daily total and cumulative total. The Contractor shall also provide a signed check tape of computer scale tickets that have a cumulative total. These scale tickets shall be consecutive and without void adjustments.

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**REVISION OF SECTION 403
HOT MIX ASPHALT**

Payment will be made under:

Pay Item	Pay Unit
Hot Mix Asphalt (Grading S) 75 (PG 64-22) – (4" Depth, 2 lifts)	Ton

Pavement cutting, excavation, subgrade preparation, haul and disposal, bituminous materials, aggregate, asphalt recycling agent, additives, hydrated lime, tack coat or areas to be patched, and all other work necessary to complete each hot mix asphalt item will not be paid for separately, but shall be included in the unit price bid. When the pay item includes the PG binder grade, the asphalt cement will not be measured and paid for separately, but shall be included in the work. When the pay item does not include the PG binder grade, asphalt cement will be measured and paid for in accordance with Section 411. Asphalt cement used in Hot Mix Asphalt (Patching) will not be measured and paid for separately, but shall be included in the work.

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**REVISION OF SECTION 407
PRIME COAT, TACK COAT, AND REJUVINATING AGENT**

Section 407 of the Standard Specifications shall be amended to include the following:

Subsection 407.06 shall include the following:

Tack coat shall be placed between all layers of asphalt paving. Diluted, emulsified asphalt shall be no more than 50% water by weight. Tack coat shall be applied at a rate of not less than 0.05 gallons per square yard nor more than 0.10 gallons per square yard. Application temperature of bituminous material shall be between 80°F and 103°F.

Delete subsection 407.09 and replaced with the following:

Tack coat will not be paid for separately, but will be considered subsidiary to and paid for under the Hot Bituminous Pavement items in Section 403.

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**REVISION OF SECTION 603
CULVERTS AND SEWERS**

Section 603 of the Standard Specifications is hereby revised as follows:

Subsection 603.01 shall include the following:

This work shall be done in accordance with the plans, specifications, and the City of Loveland "Storm Drainage Standards", Adopted October 1, 2004. It shall be the Contractor's responsibility to purchase and familiarize themselves with the specifications and include in the work all the necessary items to complete the work in accordance to these standards. The following stormsewer specifications of the City of Loveland are hereby incorporated.

Copies of these specifications are available on line at the City of Loveland's website.

In the case of a conflict between CDOT and City of Loveland Standard Specifications, the CDOT Specifications shall govern.

Subsection 603.09 shall include the following:

All pipe crossings beneath the roadway subgrade shall be backfilled with approved material and compacted to meet the requirements found under Section 203.03 in the Standard Specifications for Road and Bridge Construction Blue Book documents.

Subsection 603.11 shall be revised to include the following:

Flowfill backfill shall be paid for separately under its own item. Structure excavation shall be considered incidental to the work. New storm drainage features shall be connected to the existing systems with no additional cost.

This shall include excavation, concrete, steel reinforcement, compaction, and all labor, materials, equipment and testing required for the complete installation.

Subsection 603.12 shall include the following:

Pay Item	Pay Unit
15 Inch Reinforced Concrete Pipe (Complete In Place) Class IV	LF
18 Inch Reinforced Concrete Pipe (Complete In Place) Class IV	LF
24 Inch Reinforced Concrete Pipe (Complete In Place) Class IV	LF
18 Inch Reinforced Concrete End Section Class IV	EA
24 Inch Reinforced Concrete End Section Class IV	EA
Connect to Existing Storm Sewer	EA

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**REVISION OF SECTION 604
MANHOLES, INLETS AND METER VAULTS**

Section 604 of the Standard Specifications is hereby revised for this project as follows:

Subsection 604.01 shall include the following:

This work shall be done in accordance with the plans, specifications, and the City of Loveland "Storm Drainage Standards", Adopted October 1, 2004. It shall be the Contractor's responsibility to purchase and familiarize themselves with the specifications and include in the work all the necessary items to complete the work in accordance to these standards. The following stormsewer specifications of the City of Loveland are hereby incorporated.

Copies of these specifications are available on line at the City of Loveland's website.

In the case of a conflict between CDOT and City of Loveland Standard Specifications, the City of Loveland Specifications shall govern.

Subsection 604.05 shall include the following:

All inlets, manholes, and meter vaults within the project limits shall be backfilled with flowfill and meet the requirements found under Section 206 in the contract documents.

Subsection 604.06 shall include the following:

Flowfill backfill shall be paid for separately under its own item. Structure excavation shall be considered incidental to the work. New storm drainage features shall be connected to the existing systems with no additional cost.

Subsection 604.07 shall include the following:

Pay Item	Pay Unit
Inlet Type D (Single) (5 Foot)	EA
Type R Inlet L 5 (5 Foot)	EA
4' Diameter Manhole Slab Base (5 Foot)	EA

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**REVISION OF SECTION 608
SIDEWALKS AND BIKEWAYS**

Section 608 of the Standard Specifications is hereby revised for this project as follows:

Section 608.01 shall include the following:

This work consists of the construction of the paving for bituminous and concrete sidewalks, and concrete curb ramps.

In subsection 608.02 delete the second paragraph and replace with the following:

Bituminous material for sidewalks, bikeways, and curb ramps shall meet the requirements of Section 403.

Concrete for sidewalks, bikeways and shall be Class B, and meet the requirements in Section 601.

Concrete and bituminous mixes will be subject to inspection and tests as required to assure compliance with quality requirements.

Subsection 608.03 shall include the following:

Finished products that do not match the approved test slab shall be removed and replaced by the Contractor at no cost to the Owner.

The Contractor shall record date, location, and quantity of pour, as well as air temperature at time of pour.

Subsection 608.03(b) shall include the following:

For Surfaces Exposed to View: Form faces must be free from raised grain, tears, worn edges, patches, dents, or other defects which would impair texture of the concrete surfaces. Minimize number of seams in form material, and arrange seams in an orderly fashion.

To minimize potential cracking, no section of concrete shall have any angle less than 90 degrees.

After stripping of the forms, if any concrete is found to be not formed as shown on the drawings, is out of alignment of level, or shows a defective surface, it will be considered as not conforming with the intent of these standards and specifications, and shall be removed and replaced at the Contractor's expense, unless the Project Manager gives permission to patch the defective area.

Delete subsection 608.03(d) and replace with the following:

Sidewalk: Concrete sidewalks trails shall be medium broom finished with joints located per drawings.

All outside edges of the slab and all joints shall be edged with a 1/4-inch radius edging tool.

Thoroughly wash the surface with water prior to acceptance.

Surface Planeness for Concrete Paving. Unless otherwise specified, produce slabs with the following

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**REVISION OF SECTION 608
SIDEWALKS AND BIKEWAYS**

tolerance.

Finishes shall be true planes within 1/4-inch in 10 feet, as determined by a 10 foot straight edge placed anywhere on the slab in any direction.

Subsection 608.03(e) shall include the following:

- A. Expansion joints/construction joints/ for concrete paving:
 - 1. Expansion joints to be spaced no greater than every 300 feet.
 - 2. Extend joint filler the full depth of the slab. Hold back filler 1/2-inch from top of slab.
 - 3. Joint sealant or caulk shall match color of concrete; caulking shall not extend above level of pavement.
- B. Score Joints.
 - 1. Construct sawcut and tooled score joints as detailed on the plans.
 - 2. Score joints shall be ¼ of paving depth.
 - 3. Tooled joints to have a 1/4-inch radius and shall not incorporate a trowelled edge except where indicated on the drawings. Score joints into plastic concrete during finishing operations.

608.04 Bituminous Sidewalks and Bikeways.

- (a) *Excavation and Forms.* Excavation and forms shall meet the requirements of subsection 608.03 (a) and (b).
- (b) *Bed Course.* Bed course material shall be placed in layers not exceeding 4 inches in depth and each layer shall be thoroughly compacted.
- (c) *Placing Bituminous Material.* Bituminous sidewalk and bikeway material shall be placed on the compacted bed course in one or more courses as indicated so as to give the required depth when rolled. When practicable, spreading, finishing, and compaction shall be accomplished by equipment conforming to the requirements of Section 401. When the Engineer determines such equipment is not practicable, bituminous material may be spread by small or special pavers, by spreader boxes or by blade graders and may be compacted by small self propelled rollers or vibratory compactors acceptable to the Engineer. In areas inaccessible to the roller, hand or mechanical tamping will be permitted. Bituminous material shall be uniformly compacted. The Contractor shall state at the preconstruction conference what type of paving equipment will be used.

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**REVISION OF SECTION 608
SIDEWALKS AND BIKEWAYS**

Subsection 608.06 shall include the following:

Pay Item	Pay Unit
Concrete Sidewalk (6" Depth)	SY
Bituminous Sidewalk (6" Depth)	SY

The price all pay items shall be full compensation for furnishing and placing all materials including test slabs, and demolition of test slabs, excavation, concrete, forms, joint materials, reinforcement, tooling and finishing.

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**REVISION OF SECTION 609
CURB AND GUTTER**

Section 609 of the Standard Specifications is hereby revised for this project as follows:

Subsection 609.02 shall be deleted in its entirety and replaced with the following:

609.02 Materials shall meet the requirements specified in the following subsections:

Joint Fillers	705.01
Bed Course Material	703.07

All concrete used for Curb and Gutter shall be Class B and meet the requirements in Section 601.

All concrete mix designs utilized shall be submitted to the City representative and approved a minimum of one week prior to the beginning of construction.

Concrete mixes will be subject to inspection and tests as required to assure compliance with quality requirements.

Subsection 609.03(i) shall include the following:

The Contractor is required to perform a gutter water flow test in the presence of the City of Loveland Inspector and prior to installation of asphalt. Gutters that hold more than ¼ inch deep or 5 feet longitudinally, of water, shall be completely removed and reconstructed to drain properly.

Subsection 609.06 shall include the following:

Pay Item	Pay Unit
CDOT Type 2 (Section I-B)	Linear Foot
CDOT Type 2 (Section II-B)	Linear Foot

The price of all pay items shall be full compensation for all excavation, concrete, forms, joint materials, reinforcement, doweling into concrete pavement, tooling and finishing.

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**REVISION OF SECTION 610
MEDIAN COVER MATERIAL**

Section 610 of the Standard Specifications is hereby revised for this project as follows:

In subsection 610.02 delete the second paragraph and replace with the following:

All concrete used for median cover material shall be Class B and meet the requirements in Section 601. Coloring agent shall be Davis Tile Red #147 @ 2lb/CF. Finish design shall be broomed. All concrete mix designs utilized shall be submitted to the City representative and approved a minimum of one week prior to the beginning of construction.

In subsection 610.03 delete the third paragraph and replace with the following:

(b) *Concrete.* Construction requirements shall conform to the requirements of subsection 608.03. The surface finish shall be broomed as indicated on the plans. The Contractor shall protect previous poured concrete from stains due to the colored concrete by placing a 3 – 4 mL plastic liner that extends from the back of curb draping over the entire curb and gutter. The plastic shall be cut after the colored concrete has cured using a razor knife. Any plastic that is not cut clean using this method shall then be burned off using a hand held weed burner. This work shall be considered incidental to the cost of the median cover material.

Subsection 610.05 shall include the following:

Pay Item	Pay Unit
Median Cover Material (Colored with Broom Finish) – 4” Depth	SF

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**REVISION OF 630
CONSTRUCTION ZONE TRAFFIC CONTROL**

Section 630 of the Standard Specifications is hereby revised for this project as follows:

Subsection 630.01 shall include the following:

This work shall consist of furnishing, installing, moving, maintaining and removing temporary traffic signs, advance warning arrows panels, barricades, channeling devices, and delineators as required by the latest revision of the "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD) and the City of Loveland's Standards. This work includes use of the above devices to channelize or direct traffic away from the work zone, but does not include work zone protection. It is the Contractor's responsibility to protect his work zone and to protect pedestrians and bicyclists from potential hazards arising from his work until such time as the work has been completed and can be opened to traffic.

In the event of a conflict between the MUTCD criteria and the City's criteria, the City's criteria shall govern.

Traffic control devices shall be placed and stored in the City right-of-way in such a manner that minimizes the hazards to pedestrians, bicyclists and vehicles. Proper placement and storage of traffic control devices will be subject to the Project Manager's discretion.

Traffic control devices shall be removed from the site immediately upon completion of the Work, but not before the concrete has cured sufficiently to allow vehicular traffic to use it.

Subsection 630.02 shall include the following:

All traffic control devices placed for this project must meet or exceed the minimum standards set forth in the MUTCD. All traffic control devices shall be clean and in good operating condition when delivered and shall be maintained in that manner on a daily basis. All traffic control devices shall be clearly marked and free of crossed out information or any other form of defacement that detracts from the purpose for which they are intended.

Any sign blank with sign faces on both sides must have the back sign face covered when in use to avoid confusion to motorists traveling in the opposite direction and other potentially affected parties, such as residents affected by any information the sign may present.

Subsection 630.05, the second paragraph shall include the following:

Vinyl material is not acceptable unless its brightness is equivalent to or greater than the types named as approved by the Project Manager.

In subsection 630.09, delete the first sentence and replace with the following:

The Contractor shall submit a Traffic Control Plan (TCP) to the Project Engineer for approval prior to beginning any construction. The key elements of the Contractor's Method of Handling Traffic (MHT) are outlined in Subsection 630.09.

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Subsection 630.09 shall include the following:

**REVISION OF 630
CONSTRUCTION ZONE TRAFFIC CONTROL**

City Right-of-Way Work Permits are required prior to any work commencing in the public right-of-way. Traffic control plans shall be submitted for the existing and proposed traffic control at least five working days before work is scheduled to commence in the right-of-way. Contact Phil Lindgren at (970) 962-2516 to obtain this permit.

Construction projects on, near, or affecting state highways are required to obtain a Colorado Department of Highways' Highway Access Permit in conjunction with the City of Loveland's requirements and permit outlined in this section.

The Traffic Control Plan shall include, as a minimum, the following:

- (1) A detailed diagram which shows the location of all sign placements, including advance construction signs (if not previously approved), fines doubled for speeding signs and speed limit signs; method, length and time duration for lane closures, and location of flag persons.
- (2) A tabulation of all traffic control devices shown on the detailed diagram including, but not limited to: construction signs; vertical panel; vertical panel with light; Type I, Type II, and Type III barricades; cones; drum channeling devices; advance warning flashing or sequencing arrow panel. Certain traffic control devices may be used for more than one operation or phase. However, all devices required for any particular phase must be detailed and tabulated for each phase.
- (3) Number of flaggers to be used.
- (4) Parking Restrictions to be in effect.

Approval of the proposed method of handling traffic is intended to indicate minimum devices needed to control traffic. Such approval does not relieve the Contractor of liability specifically assigned to him under this contract.

Parking Restrictions shall be clearly shown on the Traffic Control Plan, including the location and quantity of "NO PARKING" signs, the date to be placed, and the date to be removed. Failure to have an approved Traffic Control Plan, including the Parking Restriction information listed above shall constitute cause for the City to stop work, as well as the Contractor's forfeiture of payment for all work and materials at that location, with no adjustment in the contract time.

Subsection 630.10 shall be revised as follows:

Traffic Control Management shall be performed by a Traffic Control Supervisor (TCS). The TCS(s) shall possess a valid Driver's License, a current American Traffic Safety Services Association (ATSSA) certification as a Worksite Traffic Control Supervisor or Colorado Contractor's Association (CCA) certification as a Traffic Control Supervisor. (Proof of certification shall be presented to the City Traffic Control Manager, and when requested by a City representative, for each TCS utilized on this project.)

*East 37th St. Improvements Monroe To Madison
Technical Specifications*

**REVISION OF 630
CONSTRUCTION ZONE TRAFFIC CONTROL**

One TCS shall be designated as the Lead TCS. The Lead TCS shall have a minimum of two-year experience as a certified TCS. The Lead TCS shall be on site at all times during the construction. Qualifications shall be submitted to the Project Manager for approval a minimum of one week prior to commencement of the work. The Lead TCS shall be equipped with a cellular phone. The cost of this phone shall be incidental to the work. The Lead TCS cellular phone number will be made available to the Project Manager, Inspector, and the General Contractor.

It is the intent of the specifications that the Lead TCS be the same person throughout the project. If the Lead TCS is to be replaced during the project, the Project Manager shall be given a minimum of one (1) week notice and qualifications shall be submitted for approval of the Lead TCS replacement.

The TCS's duties shall include, but not be limited to:

- (1) Preparing, revising and submitting Traffic Control Plans as required.
- (2) Direct supervision of project flaggers.
- (3) Coordinating all traffic control related operations, including those of the Subcontractors, City Streets Department, and suppliers.
- (4) Coordinating project activities with appropriate police and fire control agencies, Transport, School Districts and other affected agencies and parties prior to construction.
- (5) Maintaining a project traffic control diary which shall become part of the City's project records.
- (6) Inspecting traffic control devices on every calendar day for the duration of the project.
- (7) Insuring that traffic control devices are functioning as required.
- (8) Overseeing all requirements covered by the plans and specifications, which contribute to the Convenience of the public , safety and orderly movement of traffic.
- (9) Flagging.
- (10) Setting up and maintaining traffic control devices.
- (11) Attending weekly progress meetings as requested by the Project Manager and/or Contractor.

Traffic control management shall be maintained on a 24-hour per day basis. The Contractor shall make arrangements so that the Traffic Control Supervisor or their approved representative will be available on every working day, "on call" at all times and available upon the Project Manager's request at other than normal working hours.

All traffic control devices shall be placed under the supervision of a Traffic Control Supervisor.

The Traffic Control Supervisor shall have up to date copies of the City of Loveland's Traffic Control Standards, and Part VI of the MUTCD, pertaining to traffic controls for street and highway construction, available at all times.

Subsection 630.12 shall include the following:

The Contractor's Superintendent and Traffic Control Supervisor (TCS) shall be equipped with a mobile telephone unit at all times that has a local number for contact with one another, the Project Manager, or emergency response dispatchers when emergency services are required. The TCS shall make immediate

*East 37th St. Improvements Monroe To Madison
Technical Specifications*

**REVISION OF 630
CONSTRUCTION ZONE TRAFFIC CONTROL**

contact with emergency personnel as required to assist accident victims, expedite the removal of broken-down vehicles, and maintain the smooth flow of traffic. The Contractor shall be responsible in notifying emergency services of any street closures forty-eight (48) hours in advance of any closure previously approved by the City Traffic Engineer. Emergency phone numbers are:

- Loveland Dispatch (for Fire, Police and Ambulance) (970)962-2205
- Thompson School District R2-J Transportation Dispatch (970)613-5181
- Traffic Operations (970)962-2516

Subsection 630.14 shall be revised as follows:

Payment for the TCS shall be included in the lump sum pay item.

All flagging operations shall be paid on an hourly basis.

The Contractor shall supply and pay all costs associated with the traffic control for this project except for those items listed separately in the contract documents.

In the event the Contractor fails to complete the project within the allowable Contract time, including time extensions, the Contractor will bear all costs associated with the additional traffic control required by the project including all flagging, traffic control supervision, rental and maintenance of traffic control devices, etc. until the project is completed.

When the City grants time extensions, the contractor will be paid for each traffic control device based on the following formula:

$$(\text{Contract Bid Price}) * (1/90 (\text{original contract days})) * (\text{Number of days granted by extension})$$

Subsection 630.15 shall be revised as follows:

The accepted quantities will be paid for at the contract unit price for each of the pay items listed below:

Pay Item	Pay Unit
Construction Zone Traffic Control	Lump Sum

All incidental equipment will not be measured and paid for separately, but shall be included in the Work.

The flaggers shall be provided with communication devices (no cell phones) when required. These devices will not be measured and paid for separately, but shall be included in the Work.

*East 37th St. Improvements Monroe To Madison
Technical Specifications*

**REVISION OF 630
CONSTRUCTION ZONE TRAFFIC CONTROL**

The cost of batteries, electricity and/or fuel for all lighting or warning devices shall not be paid for separately but shall be considered subsidiary to the item and shall be included in the Work. Sandbags will not be measured and paid for separately, but shall be included in the Work.

The Contractor may provide larger construction traffic signs than those typically used in accordance with the MUTCD, if approved; however, no additional payment will be made for the larger signs.

EXHIBIT B
Opinion of Probable Costs for Infrastructure Construction
 City of Loveland Public Works
 East 37th- Madison to Monroe; Interim Improvements
 Estimated Cost : Dated 3/20/2012

E. 37th Street; Madison to Monroe Avenue; Interim Improvements; 2012		Total Projects Design - Bid Set				Coulson		County		City	
		Estimated Quantities	Unit	Unit Price	Total Cost	Cost	Cost	Cost	Cost		
Clearing and Grubbing:											
201-00000-00	Clearing and Grubbing	1	LS	\$ 500.00	\$ 500.00	\$ 166.67	\$ 166.67	\$ 166.67	\$ 166.67	\$ 166.67	
					\$ 500.00						
Removal of Structures and Obstructions:											
202-00035-01	Removal Storm Drainage Pipe	324	LF	\$ 14.00	\$ 4,536.00	\$ 1,512.00	\$ 1,512.00	\$ 1,512.00	\$ 1,512.00	\$ 1,512.00	
202-00037-00	Removal of End Section	2	EA	\$ 300.00	\$ 600.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	
202-00200-00	Removal of Sidewalk (Concrete)	66	SY	\$ 7.00	\$ 462.00	\$ 154.00	\$ 154.00	\$ 154.00	\$ 154.00	\$ 154.00	
202-00203-00	Removal of Curb and Gutter	390	LF	\$ 8.00	\$ 3,120.00	\$ 1,040.00	\$ 1,040.00	\$ 1,040.00	\$ 1,040.00	\$ 1,040.00	
202-00220-00	Removal of Asphalt Mat and salvage on site as fill (Full Depth = 5 to 8" Depth) (Special)	6312	SY	\$ 5.00	\$ 31,560.00	\$ 10,520.00	\$ 10,520.00	\$ 10,520.00	\$ 10,520.00	\$ 10,520.00	
202-00220-02	Removal of Asphalt Mat (Full Depth - Sidewalk) (Special)	344	SY	\$ 5.25	\$ 1,806.00	\$ 602.00	\$ 602.00	\$ 602.00	\$ 602.00	\$ 602.00	
202-01000-00	Remove Fence	68	LF	\$ 2.50	\$ 170.00	\$ 56.67	\$ 56.67	\$ 56.67	\$ 56.67	\$ 56.67	
202-02000-06	Removal of and capping of private irrigation system from ROW	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 333.33	\$ 333.33	\$ 333.33	\$ 333.33	\$ 333.33	
202-03000-07	Removal of Pavement Marking (Wheel Grinding)	300	LF	\$ 1.25	\$ 375.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00	
					\$ 43,629.00						
Excavation and Embankment:											
203-00062-00	Embankment	1	LS	\$ 43,128.00	\$ 43,128.00	\$ 43,128.00	\$ 43,128.00	\$ 43,128.00	\$ 43,128.00	\$ 43,128.00	
203-00100-00	Muck Excavation	50	CY	\$ 15.69	\$ 784.50	\$ 261.50	\$ 261.50	\$ 261.50	\$ 261.50	\$ 261.50	
					\$ 43,912.50						
Excavation and Embankment:											
Excavation and Backfill for Structures											
206-00010-02	Flowfill Backfill	10	CY	\$ 70.00	\$ 700.00	\$ 233.33	\$ 233.33	\$ 233.33	\$ 233.33	\$ 233.33	
					\$ 700.00						
Excavation and Backfill for Structures											
Topsoli:											
207-00205-00	Topsoli Depth (CIP)	3500	CY	\$ 6.00	\$ 21,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	
					\$ 21,000.00						
Erosion Control:											
208-00020-00	Silt Fence	50	LF	\$ 1.50	\$ 75.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	\$ 25.00	
208-00033-00	Sediment Basin	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 333.33	\$ 333.33	\$ 333.33	\$ 333.33	\$ 333.33	
208-00045-00	Concrete Washout Structure	1	EA	\$ 1,200.00	\$ 1,200.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	
208-00051-00	Storm Drain Inlet Protection (CIP-3)	7	EA	\$ 250.00	\$ 1,750.00	\$ 583.33	\$ 583.33	\$ 583.33	\$ 583.33	\$ 583.33	
208-00070-00	Stabilized Construction Entrance	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	
208-00103-00	Sediment Removal and Disposal	5	HR	\$ 85.00	\$ 425.00	\$ 141.67	\$ 141.67	\$ 141.67	\$ 141.67	\$ 141.67	
208-00205-00	Erosion Control Supervisor	16	HR	\$ 60.00	\$ 960.00	\$ 320.00	\$ 320.00	\$ 320.00	\$ 320.00	\$ 320.00	
208-00400-01	Wattles Dike (WD) 18" diameter and 20 feet long, staked per detail SW-14	15	EA	\$ 250.00	\$ 3,750.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	
					\$ 10,660.00						
Erosion Control:											
Reset Structures:											
210-04010-00	Adjust Manhole	1	EA	\$ 500.00	\$ 500.00	\$ 166.67	\$ 166.67	\$ 166.67	\$ 166.67	\$ 166.67	
210-04050-00	Adjust Valve Box	1	EA	\$ 200.00	\$ 200.00	\$ 66.67	\$ 66.67	\$ 66.67	\$ 66.67	\$ 66.67	
					\$ 700.00						
Reset Structures:											
Seeding, Fertilizer, Soil Conditioning, Sod											
212-00009-00	Seeding	1	ACRE	\$ 5,786.00	\$ 5,786.00	\$ 1,928.67	\$ 1,928.67	\$ 1,928.67	\$ 1,928.67	\$ 1,928.67	
					\$ 5,786.00						
Seeding, Fertilizer, Soil Conditioning, Sod											
Matching:											
213-00011-00	Hydraulic Mulching	1	ACRE	\$ 650.00	\$ 650.00	\$ 216.67	\$ 216.67	\$ 216.67	\$ 216.67	\$ 216.67	
					\$ 650.00						

Opinion of Probable Costs for Infrastructure Construction
 City of Loveland Public Works
 East 37th- Madison to Monroe; Interim Improvements
 Estimated Cost : Dated 3/20/2012

Total Project: Design = Bid Set						
E. 37th Street- Madison to Monroe Avenue; Interim Improvements; 2012		Estimated Quantities	Unit	Unit Price	Total Cost	City Cost
Aggregate Base Course:						
304-09014-00	Aggregate Base Course (Class 7) - 6" Depth	5541	TON	\$ 15.00	\$ 83,115.00	\$ 27,705.00
304-09014-10	Aggregate Base Course (Class 7) - Median fill soil 6 to 12" Depth	120	TON	\$ 15.00	\$ 1,800.00	\$ 600.00
304-09014-02	Aggregate Base Course (Class 5)	5541	TON	\$ 15.25	\$ 84,500.25	\$ 84,500.25
304-09014-03	Aggregate Base Course (Class 5) 24" Shoulder	354	TON	\$ 14.00	\$ 4,956.00	\$ 4,956.00
Aggregate Base Course:					\$ 174,371.25	
Reconditioning:						
306-01000-01	Reconditioning (12" Depth)	16791	SY	\$ 1.00	\$ 16,791.00	\$ 5,597.00
Reconditioning:					\$ 16,791.00	
Hot Mix Asphalt:						
403-33751-01	Hot Mix Asphalt (Grading S) (75) (PG 64-22) - (4" Depth, 2 lifts)	3340	TON	\$ 52.00	\$ 173,680.00	\$ 57,893.33
403-33751-05	Hot Mix Asphalt Slope and Ditch Paving (Grading S) (75) (PG 64-22) - (4" Depth)	40	TON	\$ 100.00	\$ 4,000.00	\$ 1,333.33
Hot Mix Asphalt:					\$ 177,680.00	
Riprap:						
506-00000-00	10' x10'x2' Type M Rip Rap Apron D50 = 18"	2	EA	\$ 2,000.00	\$ 4,000.00	\$ 1,333.33
506-00000-01	10' x10'x3' Type H Rip Rap Apron D50 = 24"	1	EA	\$ 4,000.00	\$ 4,000.00	\$ 1,333.33
Riprap:					\$ 8,000.00	
Culverts and Sewers:						
603-01155-00	15 inch Reinforced Concrete Pipe (Complete in Place) Class IV	35	LF	\$ 32.50	\$ 1,137.50	\$ 379.17
603-01180-00	18 inch Reinforced Concrete Pipe (Complete in Place) Class IV	55	LF	\$ 41.00	\$ 2,255.00	\$ 751.67
603-01245-00	24 inch Reinforced Concrete Pipe (Complete in Place) Class IV	245	LF	\$ 51.00	\$ 12,495.00	\$ 4,165.00
603-05018-00	18 inch Reinforced Concrete End Section Class IV	2	EA	\$ 1,100.00	\$ 2,200.00	\$ 733.33
603-05024-00	24 inch Reinforced Concrete End Section Class IV	3	EA	\$ 1,300.00	\$ 3,900.00	\$ 1,300.00
603-XXXXX-01	Connect to Existing Storm Sewer	1	EA	\$ 500.00	\$ 500.00	\$ 166.67
Culverts and Sewers:					\$ 22,487.50	
Manholes, Inlets, Meter Vaults:						
604-00505-00	Inlet Type D (Single) (5 Foot)	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 1,666.67
604-19105-00	Type R Inlet L 5 (5 Foot)	1	EA	\$ 4,000.00	\$ 4,000.00	\$ 1,333.33
604-30004-01	4' Diameter Manhole Slab Base (5 Foot)	1	EA	\$ 3,600.00	\$ 3,600.00	\$ 1,200.00
Manholes, Inlets, Meter Vaults:					\$ 12,600.00	
Sidewalks and Bikeways:						
608-00006-00	Concrete Sidewalk (6" Depth)	100	SY	\$ 29.27	\$ 2,927.00	\$ 975.67
608-01000-00	Bituminous Sidewalk (6" Depth)	66	TON	\$ 91.00	\$ 6,006.00	\$ 2,002.00
Sidewalks and Bikeways:					\$ 8,933.00	
Curb and Gutter:						
609-21010-00	CDOT Type 2 (Section L-B) -	100	LF	\$ 15.00	\$ 1,500.00	\$ 500.00
609-21020-00	CDOT Type 2 (Section I-L-B) -	410	LF	\$ 20.00	\$ 8,200.00	\$ 2,733.33
Curb and Gutter:					\$ 9,700.00	
Median Cover Material:						
610-00010-00	Median Cover Material (Colored w/ Broom Finish) - 4" Depth	3046	SF	\$ 5.50	\$ 16,753.00	\$ 5,584.33
Median Cover Material:					\$ 16,753.00	
SUBTOTAL CONSTRUCTION COST					\$ 574,853.25	
SOFT COST						\$ 147,423

Opinion of Probable Costs for Infrastructure Construction
 City of Loveland Public Works
 East 37th- Madison to Monroe; Interim Improvements
 Estimated Cost : Dated 3/20/2012

		Total Project: Design - Bid Set				Coulson		County		City	
E. 37th Street; Madison to Monroe Avenue; Interim Improvements; 2012		Estimated Quantities	Unit	Unit Price	Total Cost	Cost	Cost	Cost	Cost	Cost	
Construction General Items:											
625-00000-01	Construction Administration	1	LS	\$ 11,497.07	\$ 11,497.07			\$ 11,497.07		\$ 50,000.00	
625-00000-10	Construction Design	1	LS	\$ 50,000.00	\$ 50,000.00					\$ 11,497.07	
625-00000-10	Construction Surveying and Testing	1	LS	\$ 11,497.07	\$ 11,497.07					\$ 2,874.27	
625-00000-10	Peninsula Irrigation Rehab	1	LS	\$ 2,874.27	\$ 2,874.27					\$ 17,245.60	
625-00000-10	Construction Signing and Striping	1	LS	\$ 17,245.60	\$ 17,245.60					\$ 93,113.99	
Construction General Items: \$ 93,113.99											
Mobilization:											
626-00000-00	Mobilization	1	LS	\$ 12,000.00	\$ 12,000.00	\$ 2,782.00	\$ 4,609.00	\$ 4,609.00		\$ 4,609.00	
Mobilization: \$ 12,000.00											
Construction Zone Traffic Control:											
630-00000-00	Construction Zone Traffic Control (Special)	1	LS	\$ 20,000.00	\$ 20,000.00	\$ 6,666.67	\$ 6,666.67	\$ 6,666.67		\$ 6,666.67	
Construction Zone Traffic Control: \$ 20,000.00											
Forced Account:											
700-70010	F/A Minor Contract Revisions	1	F.A.		\$ 20,000.00			\$ 10,000.00		\$ 10,000.00	
Forced Account: \$ 20,000.00											
TOTAL SOFT AND CONSTRUCTION COST						\$ 200,000	\$ 269,652	\$ 250,316			



CITY OF LOVELAND
FINANCE DEPARTMENT

Civic Center • 500 East Third • Loveland, Colorado 80537
(970) 962-2695 • FAX (970) 962-2900 • TDD (970) 962-2620

AGENDA ITEM: 11
MEETING DATE: 4/3/2012
TO: City Council
FROM: Bonnie Steele, Finance
PRESENTER: Bonnie Steele, Acting Finance Director

TITLE:

February 2012 Financial Report

RECOMMENDED CITY COUNCIL ACTION:

This is an information only item. No action is required.

DESCRIPTION:

The Snapshot Report includes the City's preliminary revenue and expenditures including detailed reports on tax revenue, health claims and cash reserves for the twelve months ending February 29, 2012.

BUDGET IMPACT:

- Positive
 Negative
 Neutral or negligible

SUMMARY:

The Snapshot Report is submitted for Council review and includes the reporting of the City's revenue and expenditures including detailed reports on tax revenue, health claims and cash reserves for the month ending February 29, 2012. Citywide Revenue (excluding internal transfers) of \$30,235,203 is 108.0% of year to date (YTD) budget or \$2,249,884 over the budget. Sales Tax collections are 105.9% of the YTD budget or \$342,048 over budget. Building Material Use Tax is 113.9% of YTD budget, or \$18,271 over budget. Sales and Use Tax collections combined were 107.6% of YTD budget or \$471,917 over budget. When the combined sales and use tax for the current year are compared to 2011 for the same period last year, they are higher by 6.76% or \$423,700.

Citywide total expenditures of \$22,436,721 (excluding internal transfers) are 86.5% of the YTD budget or \$3,492,520 under the budget, primarily due to the accrual of salaries back to 2011; lower than expected health, liability, and workers compensation claims; and the timing of the payments to the Loveland Fire and Rescue Authority and to Fort Collins for FLEX bus service.

REVIEWED BY CITY MANAGER: *William D. Cahill*

LIST OF ATTACHMENTS:

Snapshot report for February 2012



SnapShot

Monthly Financial Report
February 2012

A Snapshot In Time

- Citywide Revenue, excluding transfers between funds, \$30.2 million (8.0% above budget projections, primarily due to increased sales and use tax and earlier than expected capital revenues in the General Fund and Water & Power Enterprise)
- Sales & Use Tax Collection, \$6.7 million (7.6% above budget projections)
- Citywide Expenditures, excluding transfers between funds, \$22.4 million (13.5% below budget projections)
- Citywide Year-To-Date Revenues exceed Year-To-Date Expenditures by \$7.8 million.
- General Fund Revenue, excluding transfers between funds, \$10.3 million (5.5% above budget projections)
- General Fund Expenditures, excluding transfers between funds, \$7.5 million, (23.3% below budget projections)
- General Fund Revenues exceed Expenditures by \$2.9 million.
- Cash & Reserves Year-To-Date Balance, \$199.8 million, \$143.9 million or 72.0% of these funds are restricted or reserved primarily for future capital projects.

Financial Sustainability Strategies Can Be Found At:

CityofLoveland.org

- ⇒ Departments
- ⇒ Finance
- ⇒ Administration
- ⇒ Financial Reports
- ⇒ Financial Sustainability Strategies

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General Fund Revenues & Expenditures	4
Tax Totals & Comparison	6
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Health Care Claims	10-11
Activity Measures	12-13
Cash & Reserves	14
Capital Projects	15

The Sales Tax Basics

February 2012	Sales Tax	Motor Vehicle Use Tax	Building Materials Use Tax	Combined
Budget 2012	\$ 5,781,670	\$ 303,780	\$ 131,540	\$ 6,216,990
Actual 2012	\$ 6,123,718	\$ 415,378	\$ 149,811	\$ 6,688,907
% of Budget	105.9%	136.7%	113.9%	107.6%
Actual 2011	\$ 5,863,630	\$ 298,414	\$ 103,163	\$ 6,265,207
Change from prior year	4.4%	39.2%	45.2%	6.8%

Financial Sustainability

The City remains in a strong financial position because of a tradition of conservative fiscal management. To uphold this tradition, the City ensures that operations are paid for by current-year revenues, fund balances are positive and reserves are sufficient to overcome financial challenges, and debt is considered extraordinary and avoided in favor of a pay-as-we-go system. This sound fiscal policy allows the City to achieve Council goals and priorities and to meet challenges as they arise.

In 2011, the City embarked upon a community-wide financial sustainability effort to ensure that shortfalls projected in its General Fund 10-year financial plan were addressed using a balanced plan consisting of 81% expenditure cuts and 19% revenue increases. The Financial Sustainability Strategy, adopted by the City Council on June 7, 2011, includes both immediate actions reflected in the 2012 budget and ongoing processes designed to ensure that the City retains a healthy financial outlook.

Citywide Revenues & Expenditures

February 2012

Combined Statement of Revenues and Expenditures					
February 2012					
REVENUE	Current Month	YTD Actual	YTD Revised Budget	% of Budget	
General Governmental					
1 General Fund	\$ 4,601,975	\$ 10,280,176	\$ 9,739,822	105.5%	
2 Special Revenue	63,392	108,442	109,272	99.2%	
3 Other Entities	441,908	1,229,010	1,550,270	79.3%	
4 Internal Service	1,318,629	2,753,257	2,719,694	101.2%	
5 <i>Subtotal General Govt Operations</i>	\$ 6,425,904	\$ 14,370,885	\$ 14,119,058	101.8%	
6 Capital Projects	1,682,537	2,425,841	1,209,406	200.6%	
Enterprise Fund					
7 Water & Power	5,673,721	11,540,688	10,681,950	108.0%	
8 Stormwater	361,824	712,291	737,926	96.5%	
9 Golf	44,736	288,425	289,500	99.6%	
10 Solid Waste	437,116	897,073	947,479	94.7%	
11 <i>Subtotal Enterprise</i>	\$ 6,517,397	\$ 13,438,477	\$ 12,656,855	106.2%	
12 Total Revenue	\$ 14,625,838	\$ 30,235,203	\$ 27,985,319	108.0%	
<i>Prior Year External Revenue</i>		27,285,355			
<i>Increase (-Decrease) From Prior Year</i>		10.8%			
13 Internal Transfers	651,520	874,598	1,344,940	65.0%	
14 Grand Total Revenues	\$ 15,277,358	\$ 31,109,801	\$ 29,330,259	106.1%	
EXPENDITURES					
General Governmental					
15 General Fund	\$ 5,086,520	\$ 7,481,780	\$ 9,676,502	77.3%	
16 Special Revenue	29,326	44,443	128,886	34.5%	
17 Other Entities	1,086,388	1,451,500	1,663,612	87.2%	
18 Internal Services	1,166,988	1,628,079	2,934,036	55.5%	
19 <i>Subtotal General Gov't Operations</i>	\$ 7,369,222	\$ 10,605,802	\$ 14,403,036	73.6%	
20 Capital	2,053,980	3,090,479	1,716,326	180.1%	
Enterprise Fund					
21 Water & Power	4,096,688	7,778,664	8,571,930	90.7%	
22 Stormwater	135,563	208,976	322,025	64.9%	
23 Golf	143,212	222,955	243,182	91.7%	
24 Solid Waste	251,035	529,846	672,742	78.8%	
25 <i>Subtotal Enterprise</i>	\$ 4,626,498	\$ 8,740,440	\$ 9,809,879	89.1%	
26 Total Expenditures	\$ 14,049,701	\$ 22,436,721	\$ 25,929,241	86.5%	
<i>Prior Year External Expenditures</i>		27,983,777			
<i>Increase (-Decrease) From Prior Year</i>		-19.8%			
27 Internal Transfers	651,520	874,598	1,344,912	65.0%	
28 Grand Total Expenditures	\$ 14,701,221	\$ 23,311,318	\$ 27,274,153	85.5%	

** Based on seasonality of receipts and expenditures since 1995.

Special Revenue Funds: Community Development Block Grant, Cemetery, Local Improvement District, Lodging Tax, Affordable Housing, Seizure & Forfeitures.

General Government Capital Projects Fund: Capital Expansion Fee Funds, Park Improvement, Conservation Trust, Open Space, Art In Public Places.

Other Entities Fund: Special Improvement District #1, Airport, General Improvement District #1, Loveland Urban Renewal Authority, Loveland/Larimer Building Authority, Loveland Fire and Rescue Authority.

Internal Service Funds: Risk/ Insurance, Fleet, Employee Benefits.

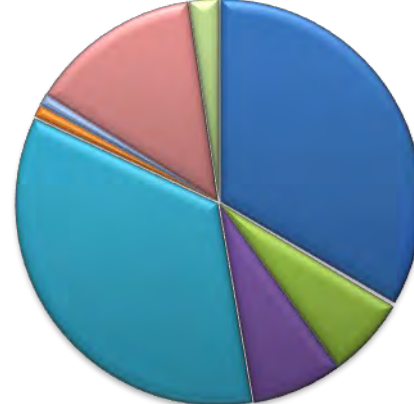
YTD Operating Revenues of \$30.2 Million

- General Fund
- Special Revenue
- Capital Projects
- Other Entities
- Internal Service
- Utilities
- Stormwater
- Golf
- Solid Waste



YTD Operating Expenditures of \$22.4 Million

- General Fund
- Special Revenue
- Other Entities
- Internal Service
- Utilities
- Stormwater
- Golf
- Capital
- Solid Waste



- ⇒ Revenues exceed expenditures YTD by \$7,798,483 (line 14 less line 28)
- ⇒ General Fund revenue is above budget due to higher than projected sales and auto use tax receipts
- ⇒ Other entity revenue (line 3) is below budget due to the timing of payments to the Fire Authority which lag behind by one month due to payments being made based on actual expenses
- ⇒ Capital Projects revenue is above projections due to early payment of developer contributions to the Rialto Theater Center project and earlier than expected Capital Expansion Fee receipts from a multifamily project
- ⇒ Water & Power revenue (line 7) is over budget due to higher than planned service revenue and PIF revenue from earlier than expected receipts from a multifamily project
- ⇒ Solid Waste revenue (line 10) is under budget due to the timing of projected asset sales and lower than projected receipts from recyclable material sales
- ⇒ Internal transfers (line 13 & 27) are under budget due to the timing of related expenditures
- ⇒ Generally, all funds are below budget, in part, due to the accrual of personnel services costs to 2011 not reflected in the budget
- ⇒ Current year total expenditures are significantly below prior year numbers due to a \$4.5 million water purchase in 2011
- ⇒ The General Fund (line 15) is under budget due to timing of payments to the Fire Authority and Fort Collins for the Flex route, and expenditure timing of human services grants
- ⇒ The Special Revenue funds (line 16) are below budget due to the timing of expenditures and grants from the Community Development Block Grant program and a later than budgeted start for the Visitor Services Coordinator
- ⇒ Internal services (line 18) is under budget due to lower than anticipated health claims and payments for workers compensation and general liability events
- ⇒ Capital expenditures (line 20) are over budget due to the timing of capital projects throughout the City (expenditures are still within annual budget amounts)

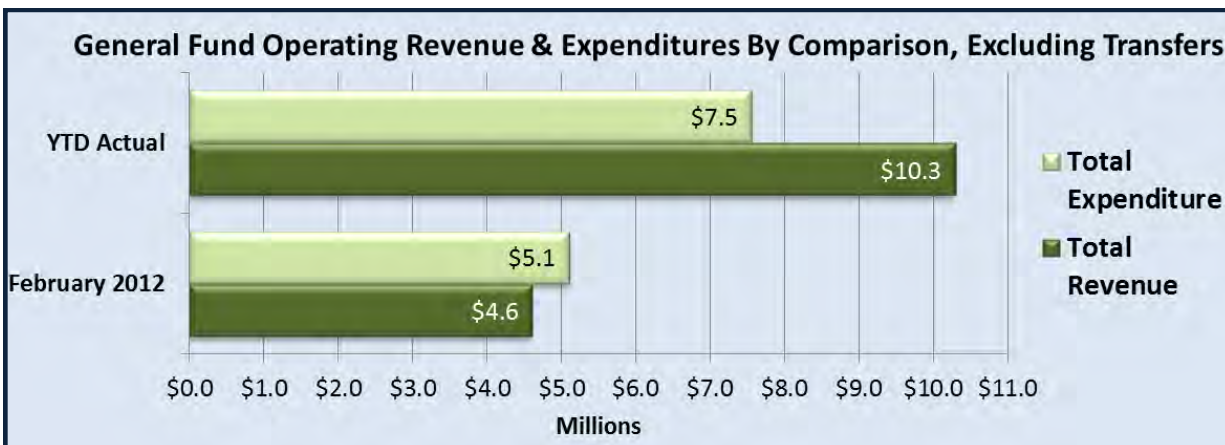


General Fund Revenues & Expenditures

February 2012

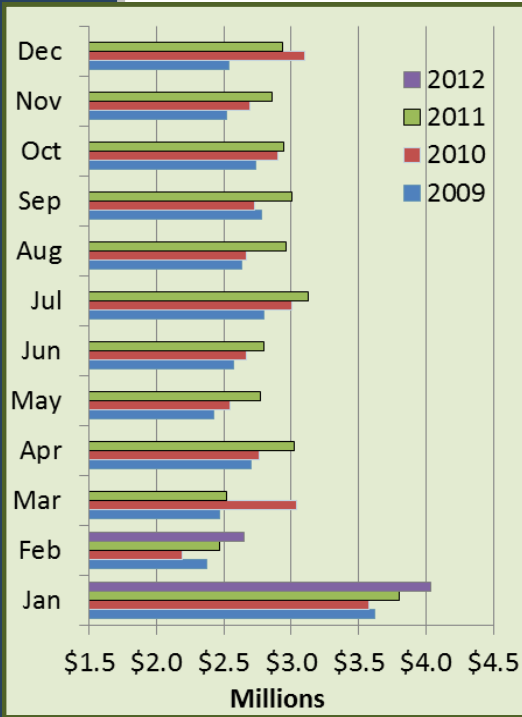
General Fund Revenue & Expenditures February 2012				
REVENUE	February 2012	YTD Actual	YTD Revised Budget	% of Budget
1 Taxes				
2 Property Tax	\$ 166,684	\$ 167,393	\$ 102,910	162.7%
3 Sales Tax	2,390,409	6,123,718	5,781,670	105.9%
4 Building Use Tax	50,703	149,811	131,540	113.9%
5 Auto Use Tax	208,117	415,378	303,780	136.7%
6 Other Taxes	296,220	517,748	432,800	119.6%
7 Intergovernmental	438,112	747,225	911,265	82.0%
8 License & Permits				
9 Building Permits	87,687	192,270	132,220	145.4%
10 Other Permits	24,374	59,676	46,610	128.0%
11 Charges For Services	369,013	640,195	660,388	96.9%
12 Fines & Forfeitures	103,988	203,557	167,546	121.5%
13 Interest Income	25,320	85,083	67,550	126.0%
14 Miscellaneous	441,348	978,121	1,001,543	97.7%
15 Subtotal	\$ 4,601,975	\$ 10,280,176	\$ 9,739,822	105.5%
16 Internal Transfers	195,735	311,363	680,730	45.7%
17 Total Revenue	\$ 4,797,709	\$ 10,591,539	\$ 10,420,552	101.6%
EXPENDITURES				
Operating Expenditures				
18 Legislative	\$ 7,278	\$ 14,772	\$ 25,254	58.5%
19 Executive & Legal	153,323	261,369	345,954	75.6%
20 Economic Development	199,930	282,078	126,216	223.5%
21 Cultural Services	95,947	178,786	335,054	53.4%
22 Development Services	167,059	250,337	429,220	58.3%
23 Finance	269,154	421,013	614,469	68.5%
25 Human Resources	74,775	102,927	147,558	69.8%
26 Information Technology	395,142	723,131	825,142	87.6%
27 Library	167,041	261,839	403,330	64.9%
28 Parks & Recreation	472,564	715,626	997,613	71.7%
29 Police	1,498,253	2,249,775	2,547,130	88.3%
30 Public Works	867,623	1,345,887	1,859,083	72.4%
31 Non-Departmental	734,098	738,674	1,185,980	62.3%
32 Subtotal Operating	\$ 5,102,186	\$ 7,546,213	\$ 9,842,002	76.7%
33 Internal Transfers	3,342	98,348	198,440	49.6%
34 Total Expenditures	\$ 5,105,528	\$ 7,644,561	\$ 10,040,442	76.1%

- ⇒ Sales Tax revenue is above budgeted levels by 5.9%
- ⇒ Generally, actual revenue differs from budgeted amounts due to timing issues between planned and actual receipts (an example is property tax (line 2), which is over budget due to early receipts)
- ⇒ Intergovernmental revenue (line 7) is below budget due to the timing of federal transit grant payments and state highway signal maintenance funds
- ⇒ Fines & Forfeitures (line 12) are over budget due to higher than projected traffic citation and court fine revenue
- ⇒ Interest Income revenues (line 13) are higher than expected due to differences between budgeted and actual 2012 beginning fund balance and higher than expected returns
- ⇒ Internal transfers (lines 16 & 33) are under budget due to the timing of related expenditures
- ⇒ Generally, almost all departments are below budget, at least in part, due to the accrual of salaries to 2011 not reflected in the budget and the timing of actual expenditures versus budgeted plans
- ⇒ Council expenditures (line 18) are under budget due to lower than planned travel and meeting and food costs
- ⇒ Executive expenditures (line 19) are lower than projected, in part, due to lower printing costs with the transition to electronic Council packet delivery
- ⇒ Economic Development (line 20) is over budget due to the timing of expenditures for the former Agilent property and earlier than projected incentive payments
- ⇒ Cultural Services (line 21) is under budget due to the timing of expenditures from a Theater Guild donation for equipment
- ⇒ Development Services expenditures (line 22) are under budget due to the timing of human services grants
- ⇒ Finance (line 23) is under budget due to the timing of purchased services for external financial audits, outsourced revenue audits, and bank charges
- ⇒ Information Technology (line 26) is under budget due to the timing of computer and service maintenance expenses
- ⇒ The Library (line 27) is under budget due to the timing of collection expenses and an annual software maintenance contract
- ⇒ Public Works (line 30) is under budget due to the timing of payments to Fort Collins for FLEX service
- ⇒ Non-departmental expenditures (line 31) are below budget due to the timing of payments to the Loveland Fire & Rescue Authority
- ⇒ Revenues exceed expenditures by \$2,946,978 (line 17 less line 34)



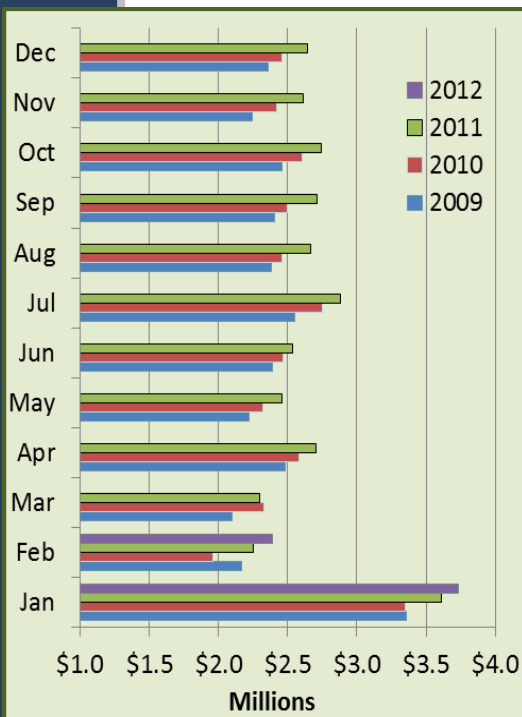
Tax Totals & Comparisons

Sales & Use Tax



	2009	2010	2011	2012	2012 Budget	+ / - Budget
Jan	\$3,622,251	\$3,573,972	\$3,799,760	\$4,039,678	\$3,863,500	4.6%
Feb	2,374,608	2,191,609	2,465,447	2,649,229	2,353,490	12.6%
Mar	2,468,095	3,041,068	2,517,162		2,834,880	
Apr	2,701,737	2,759,556	3,022,770		3,043,630	
May	2,428,860	2,550,227	2,769,526		2,777,110	
Jun	2,569,125	2,665,632	2,800,184		2,904,600	
Jul	2,794,222	3,004,324	3,129,254		3,254,770	
Aug	2,628,842	2,662,932	2,961,686		2,930,740	
Sep	2,782,768	2,732,087	3,008,637		2,992,510	
Oct	2,733,964	2,897,370	2,944,433		3,116,480	
Nov	2,522,092	2,690,549	2,853,507		2,881,350	
Dec	2,537,802	3,096,111	2,933,523		2,914,960	
	\$32,164,365	\$33,865,435	\$35,205,889	\$6,688,907	\$35,868,020	
YTD	\$5,996,860	\$5,765,581	\$6,265,207	\$6,688,907	\$6,216,990	7.6%

Retail Sales Tax

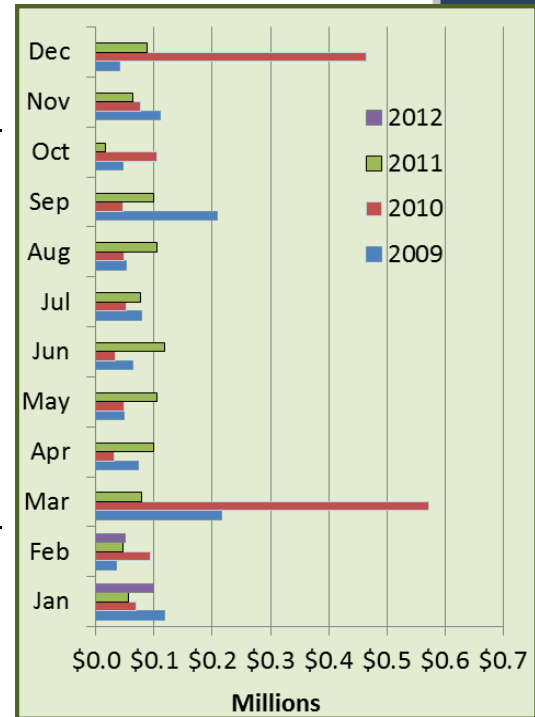


	2009	2010	2011	2012	2012 Budget	+ / - Budget
Jan	\$3,354,704	\$3,352,821	\$3,613,881	\$3,733,309	\$3,648,890	2.3%
Feb	2,170,562	1,959,729	2,249,749	2,390,409	2,132,780	12.1%
Mar	2,100,216	2,328,701	2,299,237		2,534,340	
Apr	2,482,752	2,579,918	2,702,024		2,807,740	
May	2,218,482	2,324,395	2,462,213		2,529,650	
Jun	2,390,535	2,468,207	2,536,541		2,686,160	
Jul	2,552,195	2,752,870	2,882,075		2,995,960	
Aug	2,383,119	2,458,382	2,667,674		2,675,470	
Sep	2,401,596	2,495,338	2,710,738		2,715,690	
Oct	2,457,158	2,602,599	2,746,866		2,832,420	
Nov	2,245,659	2,422,352	2,611,127		2,636,260	
Dec	2,358,273	2,455,821	2,647,014		2,672,660	
	\$29,115,253	\$30,201,133	\$32,129,139	\$6,123,718	\$32,868,020	
YTD	\$5,525,266	\$5,312,550	\$5,863,630	\$6,123,718	\$5,781,670	5.9%

SnapShot

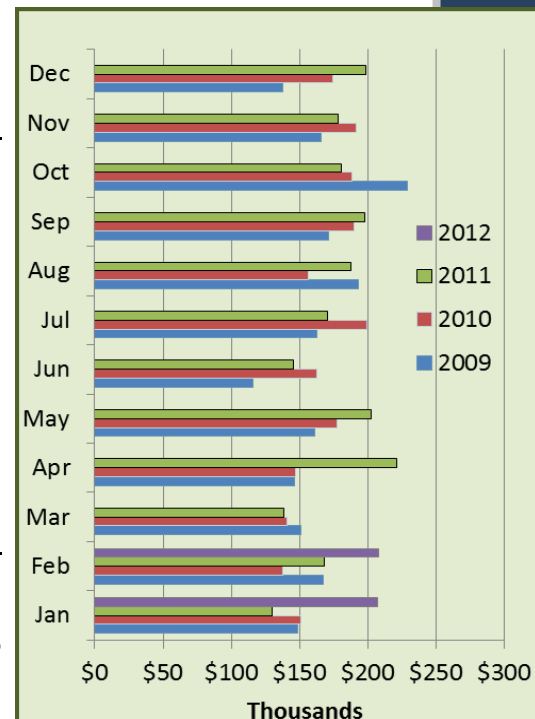
Building Materials Use Tax

	2009	2010	2011	2012	2012 Budget	+ / - Budget
Jan	\$118,719	\$70,117	\$55,542	\$99,108	\$67,230	47.4%
Feb	36,254	93,928	47,621	50,703	64,310	-21.2%
Mar	216,500	571,599	79,590		144,060	
Apr	72,251	32,260	99,569		82,360	
May	49,434	48,145	104,373		75,760	
Jun	62,723	34,349	118,318		66,460	
Jul	79,061	51,657	76,488		76,580	
Aug	52,578	47,716	105,871		70,510	
Sep	209,338	46,646	99,544		93,610	
Oct	47,437	105,818	17,021		80,030	
Nov	110,207	76,444	64,211		78,900	
Dec	41,844	465,626	88,033		100,190	
	\$1,096,346	\$1,644,305	\$956,181	\$149,811	\$1,000,000	
YTD	\$154,973	\$164,045	\$103,163	\$149,811	\$131,540	13.9%



Motor Vehicle Use Tax

	2009	2010	2011	2012	2012 Budget	+ / - Budget
Jan	\$148,828	\$151,034	\$130,337	\$207,261	\$147,380	40.6%
Feb	167,793	137,951	168,077	208,117	156,400	33.1%
Mar	151,378	140,768	138,335		156,480	
Apr	146,734	147,378	221,177		153,530	
May	160,943	177,687	202,940		171,700	
Jun	115,867	163,076	145,325		151,980	
Jul	162,966	199,797	170,691		182,230	
Aug	193,144	156,834	188,141		184,760	
Sep	171,833	190,102	198,355		183,210	
Oct	229,369	188,953	180,546		204,030	
Nov	166,225	191,753	178,169		166,190	
Dec	137,685	174,664	198,476		142,110	
	\$1,952,766	\$2,019,997	\$2,120,569	\$415,378	\$2,000,000	
YTD	\$316,621	\$288,985	\$298,414	\$415,378	\$303,780	36.7%



Sales Tax Collections

February 2012

Description	YTD 2012	YTD 2011	\$ Change	% Change	% of Total	Total %
Department Stores & General Merchandise	\$1,432,977	\$1,392,553	\$40,425	2.9%	23.4%	23.4%
Grocery Stores & Specialty Foods	696,892	666,761	30,131	4.5%	11.4%	34.8%
Restaurants & Bars	666,522	607,450	59,072	9.7%	10.9%	45.7%
Clothing & Clothing Accessories Stores	452,944	420,326	32,618	7.8%	7.4%	53.1%
Utilities	380,045	363,118	16,927	4.7%	6.2%	59.3%
Sporting Goods, Hobby, Book & Music Stores	343,160	325,701	17,459	5.4%	5.6%	64.9%
Motor Vehicle Dealers, Auto Parts & Leasing	336,649	292,395	44,254	15.1%	5.5%	70.4%
Building Material & Lawn & Garden Supplies	302,891	284,620	18,271	6.4%	4.9%	75.3%
Broadcasting & Telecommunications	227,038	239,599	(12,561)	-5.2%	3.7%	79.0%
Used Merchandise Stores	207,016	155,130	51,886	33.4%	3.4%	82.4%
Beer, Wine & Liquor Stores	134,775	123,779	10,996	8.9%	2.2%	84.6%
Electronics & Appliance Stores	128,797	181,702	(52,906)	-29.1%	2.1%	86.7%
Electronic Shopping & Mail-Order Houses	111,923	98,399	13,524	13.7%	1.8%	88.5%
Health & Personal Care Stores	108,643	110,923	(2,280)	-2.1%	1.8%	90.3%
Consumer Goods & Commercial Equipment	100,524	89,243	11,281	12.6%	1.6%	92.0%
Hotels, Motels & Other Accommodations	98,245	101,365	(3,121)	-3.1%	1.6%	93.6%
Furniture & Home Furnishing Stores	82,771	72,728	10,043	13.8%	1.4%	94.9%
Office Supplies, Stationery & Gift Stores	65,446	73,529	(8,083)	-11.0%	1.1%	96.0%
Gasoline Stations with Convenience Stores	36,748	35,723	1,025	2.9%	0.6%	96.6%
All Other Categories	209,714	228,587	(18,873)	-8.3%	3.4%	100.0%
Total	\$6,123,718	\$5,863,630	\$260,088	4.4%	100.0%	

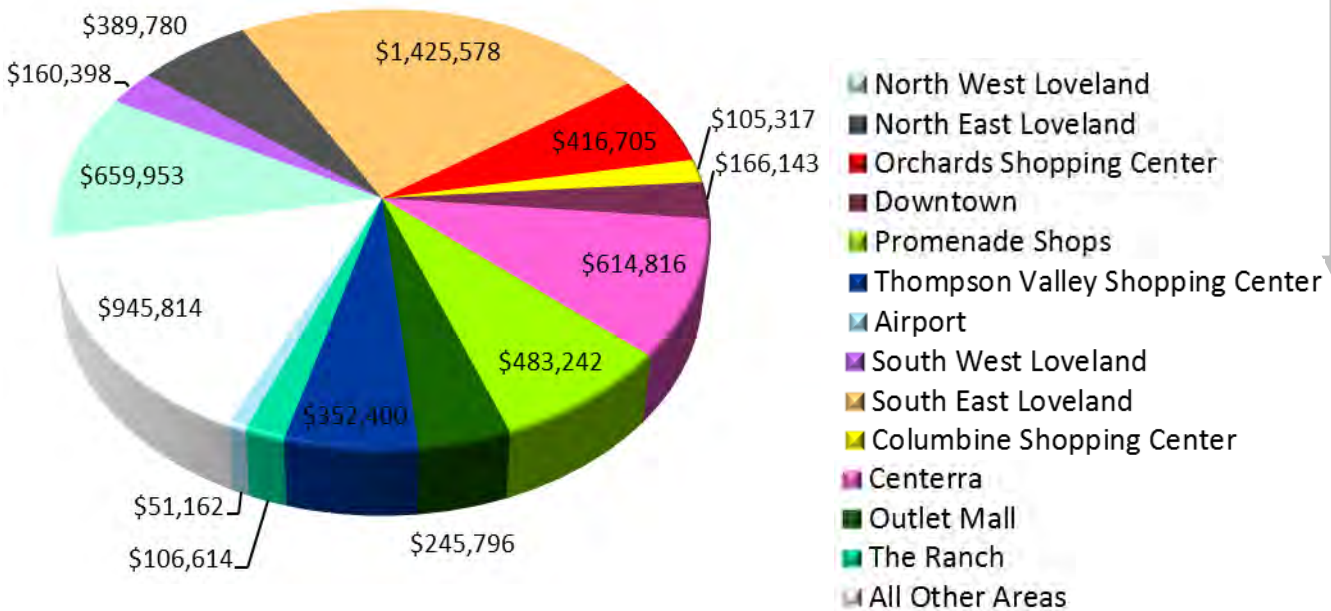
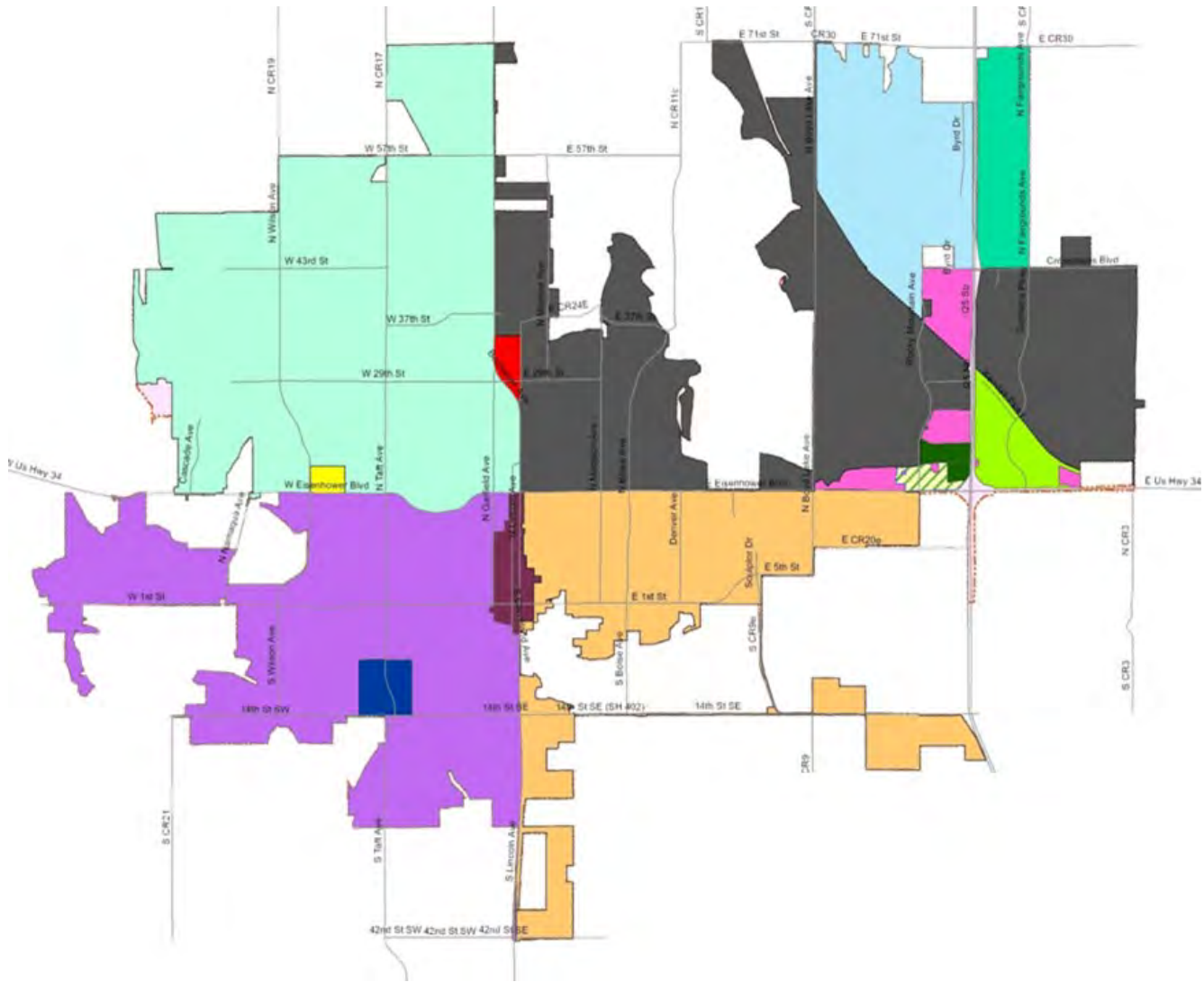
⇒ By business category, Used Merchandise Stores continue to report the highest percentage at 33.4% over last year. Furniture and Home Furnishing Stores continue their upward trend with a 13.8% improvement for 2012. Restaurants & Bars have started 2012 with a 9.7% increase, and lead all categories for total dollar increases from the same period last year. The “Motor Vehicle Dealer, Auto Parts & Leasing” category, posted a solid 15.1% increase through February, and is second in total dollar increases.

* Year to date Audit Revenue received in 2012 is \$45,342 and \$66,245 has been collected in Lodging Tax. *

⇒ 2012 sales tax revenue is 4.4% above the 2011 level. Three areas are ahead of 2011 with double-digit improvement. Unfortunately, four areas are trailing their 2011 pace so far this year. North East Loveland has started 2012 strong with a 16.5% increase over last year’s performance through February, due to strong performances by the hotels and new restaurants in the

area. The Outlet Mall is reporting a solid 12.8% increase on the performance of new stores that opened throughout 2011. Several store closings during the latter part of 2011 continue to have a negative impact on Downtown sales reporting, which is down 8.1% from the same period in 2011. Due to past filing errors that were discovered and corrected, actual sales for the Promenade Shops show a negative trend of 7.8%. Adjusting for the reporting issues, the Promenade Shops show a positive trend of approximately 2.5% so far in 2012. We will continue to track the adjusted sales trend throughout the year for the Promenade Shops.

Geographical Area	YTD 2012	YTD 2011	Change
North West Loveland	\$659,953	\$656,967	0.5%
South West Loveland	160,398	166,976	-3.9%
North East Loveland	389,780	334,719	16.5%
South East Loveland	1,425,578	1,334,079	6.9%
Orchards Shopping Center	416,705	400,025	4.2%
Columbine Shopping Center	105,317	95,062	10.8%
Downtown	166,143	180,835	-8.1%
Centerra	614,816	570,335	7.8%
Promenade Shops	483,242	523,854	-7.8%
Outlet Mall	245,796	217,883	12.8%
Thompson Valley Shopping Center	352,400	329,068	7.1%
The Ranch	106,614	112,697	-5.4%
Airport	51,162	47,925	6.8%
All Other Areas	945,814	893,205	5.9%
Total	\$6,123,718	\$5,863,630	4.4%



Health Care Claims

February 2012

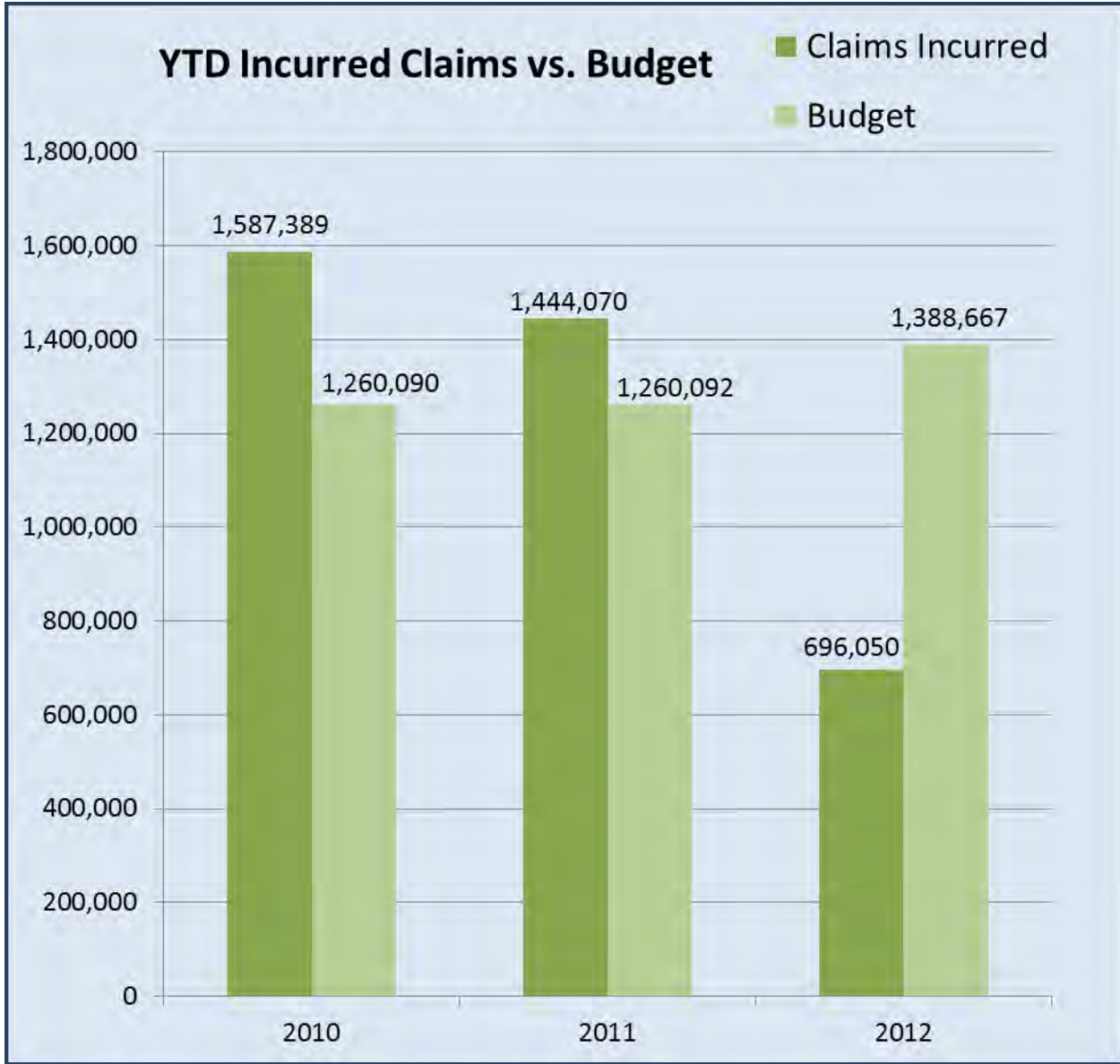
		Cash Basis of Claims Paid				\$ Over / (Under) Budget	% Over / (Under) Budget
		OAP	HRA	Total	Budget		
2012	February	\$ 565,475	\$ 73,440	\$ 638,915	\$ 694,333	\$ (55,418)	-8.0%
	YTD	608,693	87,357	696,050	1,388,667	(692,617)	-49.9%
2011	February	618,929	58,891	677,820	630,046	47,774	7.6%
	YTD	1,277,247	166,823	1,444,070	1,260,092	183,978	14.6%
Change	February	(53,454)	14,549	(38,905)			
	% Feb	-8.6%	24.7%	-5.7%			
	YTD	\$ (668,554)	\$ (79,466)	\$ (748,020)			
	% YTD	-52.3%	-47.6%	-51.8%			

⇒ OAP—Open Access Plan

⇒ HRA—Health Reimbursement Arrangement

This chart represents claims paid by Cigna in the current month, but due to the timing of when Accounting receives the information, the claims do not get recorded as an expenditure until the following month.

YTD Claims Over \$25k				
Comparison (2009-2012)				
February	2009	2010	2011	2012
# of claims	7	9	10	9
Cost of claims	\$ 400,227	\$ 1,256,387	\$ 564,144	\$ 464,433
2012 # of stoploss claims:	0			

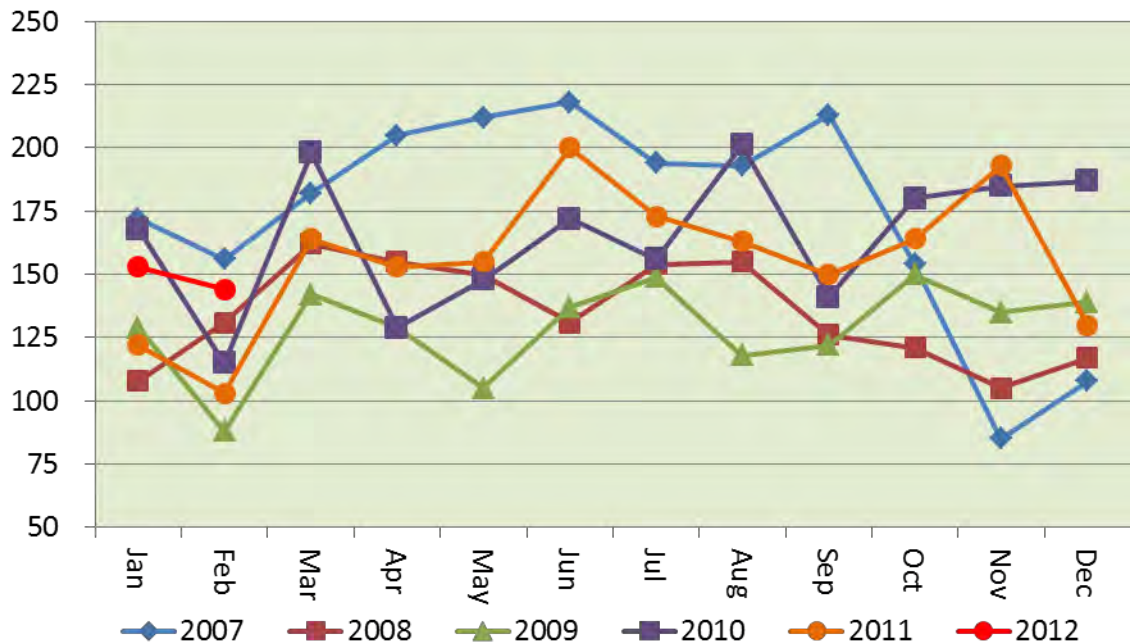


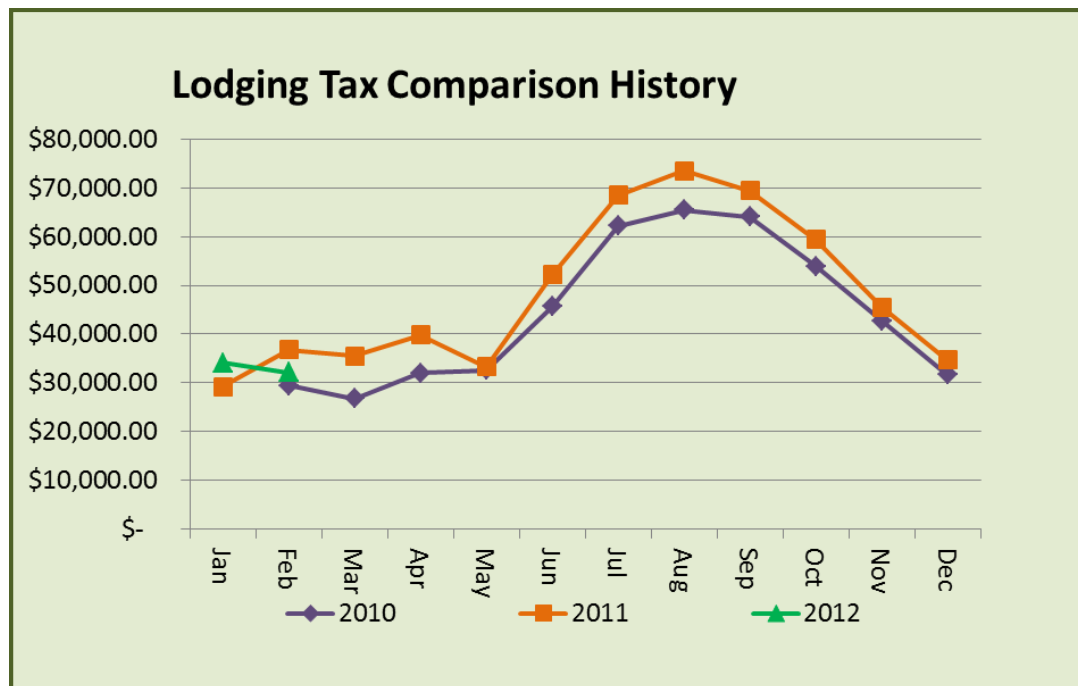
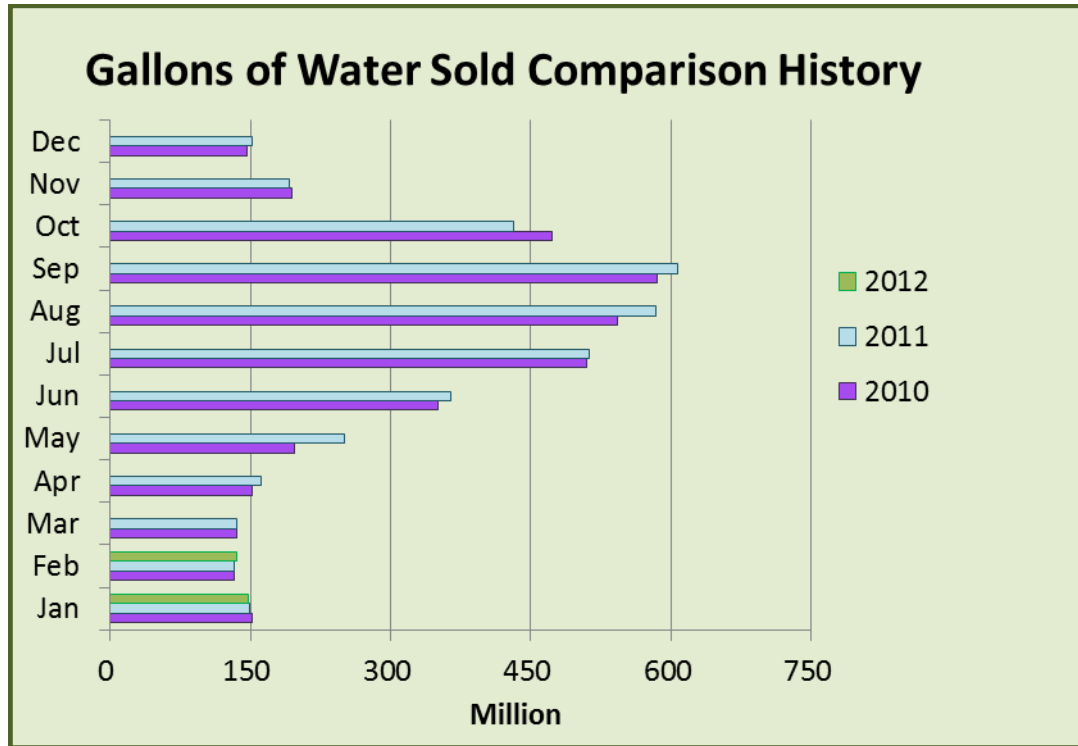
Activity Measures

Measures	Feb '10	Feb '11	Feb '12	2010 YTD	2011 YTD	2012 YTD
# of Building Permits	115	103	144	283	225	297
Building Permit Valuations	\$13,244,039	\$ 4,757,763	\$ 6,917,873	\$ 16,853,784	\$ 9,336,421	\$14,552,687
# of Certified Occupancies	13	13	12	26	36	28
Net # of Sales Tax Licenses	18	25	(64)	(4)	(20)	(136)
New Residential Electric Meter Sets	2	22	18	8	96	23
# of Utility Bills Sent	34,922	35,417	35,940	69,877	70,855	71,921
Rounds of Golf	0	1,971	0	0	3,058	1,749
Health Claim Costs/Emp.	\$ 1,284.65	\$ 1,086.25	\$ 1,006.17	\$ 2,576.94	\$ 2,304.45	\$ 2,111.01
# of Vacant Positions	9	11	31	14	25	63
# of Frozen Vacant Positions	13	13	9	26	26	18
# of Eliminated Positions	38	42	46	77	85	92
KWH Demand (kH)	92,506	103,908	92,026	191,510	202,939	189,138
KWH Purchased (kwh)	53,201,704	55,608,189	58,349,082	113,175,690	117,042,248	119,608,743
Gallons of Water Sold	133,214,658	132,656,766	135,650,952	285,122,930	281,938,451	283,441,370
# of Workers' Comp Claims	24	5	21	36	18	32
\$ of Workers' Comp Claims Paid	\$ 2,231.00	\$ 4,841.00	\$ 26,018.82	\$ 2,231.00	\$ 5,615.00	\$113,966.82
# of Open Claims Current Year	7	5	8	11	15	11
# of Total Open Claims	16	8	17	30	26	30
\$ of Total Open Claims	\$166,309.00	\$ 88,511.00	\$234,533.00	\$ 337,381.00	\$ 206,961.00	\$402,865.00
# of Hotel Rooms	1,117	1,117	1,117	1,117	2,234	2,234
\$ of Lodging Tax Collected	\$ 29,454.60	\$ 36,757.00	\$ 32,118.23	\$ 29,454.60	\$ 36,757.00	\$ 66,244.23

February 2012

Building Permit Comparison History





Cash & Reserves

February 2012

Total Cash & Reserves = \$199.8 million, of which \$143.9 million is restricted or reserved, or 72.0%, leaving \$55.9 million unrestricted.

Statement of Cash: February 2012			
	Beginning	YTD Activity	Ending
Restricted			
1 Capital Expansion Fees	\$ 33,728,940	\$ 1,185,633	\$ 4,914,573
2 Other Special Revenue Funds	22,151,685	224,827	22,376,512
3 Capital Projects	2,925,231	(744,858)	2,180,373
4 Water System Impact Fees	7,351,374	386,089	7,737,462
5 Windy Gap	4,289,590	12,419	4,302,009
6 Raw Water	18,335,520	474,428	18,809,948
7 Wastewater System Impact Fees	4,505,824	245,784	4,751,608
8 Storm Drainage System Impact Fees	1,460,122	39,171	1,499,294
9 Power System Impact Fees	6,936,530	434,251	7,370,781
10 Cemetery	2,531,442	14,843	2,546,285
11 Other Entities	4,088,292	(26,433)	4,061,859
12 Total Restricted	\$ 108,304,550	\$ 2,246,154	\$ 110,550,704
Committed/Assigned Balance Amounts			
13 General Fund			
14 Operating/Emergency	1,731,040	-	1,731,040
15 Council Capital Reserve	3,490,565	(1,191,665)	2,298,900
16 Liability	125,000	-	125,000
17 Police Communication Console Replacement	616,000	-	616,000
18 Library Reserve	181,677	485	182,162
19 Library Building Reserve	16,750	-	16,750
20 Telephone Switch Reserve	261,460	-	261,460
21 Excess TABOR	4,417,177	-	4,417,177
22 Water	664,824	(127,314)	537,510
23 Wastewater	787,860	(17,237)	770,623
24 Storm Water	310,493	(12)	310,481
25 Power	3,034,094	109,646	3,143,740
26 Golf	248,245	719	248,963
27 Insurance Reserves	5,008,647	71,536	5,080,183
28 Employee Benefits	6,260,863	416,067	6,676,930
29 Fleet Replacement	6,701,071	190,786	6,891,857
30 Total Committed/Assigned	\$ 33,855,767	\$ (546,988)	\$ 33,308,778
31 Total Restricted/Committed/Assigned	\$ 142,160,317	\$ 1,699,166	\$ 143,859,483
Unassigned Balance Amounts			
32 General	17,872,140	1,269,038	19,141,177
33 Airport	897,343	(182,737)	714,607
34 Internal Service - Vehicle Maintenance	142,091	189,992	332,083
35 Golf	1,526,727	(150,166)	1,376,562
36 Water	3,767,336	(721,446)	3,045,889
37 Wastewater	7,090,742	(155,130)	6,935,611
38 Power	17,193,197	621,330	17,814,527
39 Stormwater	1,759,462	(69)	1,759,393
40 Solid Waste	4,704,941	105,552	4,810,493
41 Total Unassigned	\$ 54,953,979	\$ 976,364	\$ 55,930,343
42 Total Cash	\$ 197,114,296	\$ 2,675,530	\$ 199,789,826

Statement of Cash Line Detail

(Line 15) Council Capital Reserve

- ⇒ 1,100,000 Downtown infrastructure improvements
- ⇒ 91,665 Interfund loan payment

(Line 19) The market value of the Proctor & Gamble Stock as of December 31, 2011 is \$213,472. This value represents the original value of the stock when it was first donated.

Capital Projects \$500,000+

Project Title	2012 Budget	2012 Expenditures	Remaining 2012 Budget	% of 2012 Budget (Exp/Bud)
Water Capital				
Morning Dr Alt Waterline 30"	\$ 1,284,050	\$ 19,097	\$ 1,264,953	1.49%
Filter Plant 2 Improvements	766,310	30,002	736,308	3.92%
Raw Water Capital				
Windy Gap Firming Project	608,570	81,225	527,345	13.35%
Power Capital				
East Sub to Crossroads Sub on Railroad	1,894,640	68	1,894,572	0.00%
Horseshoe Sub along Hwy 287 to 29th St.	733,910	-	733,910	0.00%
Stormwater Capital				
Washington Ave Outfall Phase 4	750,000	8,034	741,966	1.07%
MeHaffey Park Regional Detention Pond	500,000	3,934	496,066	0.79%
Streets Transportation Program				
2012 Street Rehabilitation	3,644,900	587	3,644,313	0.02%
All Other				
Fire Station 6 Remodel and Expansion	767,350	6,581	760,769	0.86%
Mehaffey Park Development	8,550,000	-	8,550,000	0.00%
Open Lands Acquisition	2,800,000	-	2,800,000	0.00%
Downtown Infrastructure	\$ 1,100,000	-	\$ 1,100,000	0.00%

February 2012 SnapShot

Monthly Financial Report

**City Of Loveland
500 East 3rd Street
Loveland, CO 80537**

For more information regarding this report contact:

Bonnie Steele, Acting Finance Director
970.962.2313 or steelb@ci.loveland.co.us





CITY OF LOVELAND
CITY MANAGER'S OFFICE

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AGENDA ITEM: 12
MEETING DATE: 4/3/2012
TO: City Council
FROM: Alan Krcmarik, Executive Fiscal Advisor
PRESENTER: Alan Krcmarik

TITLE: Investment Report for February 2012

RECOMMENDED CITY COUNCIL ACTION: This is an information only item. No Council action is required.

DESCRIPTION: The budget estimate for investment earnings for 2012 is \$2,729,560. For February 2012, the amount posted to the investment account is \$574,645 including realized gains. Actual year-to-date earnings are *higher* than the year-to-date projection by \$120,759. Based on February's monthly statement, the estimated annualized yield on the U.S. agencies and corporates was up to 1.73%, slightly over the annual target rate of 1.7% for 2012. Reinvestment rates have trended downward significantly over the last eight months.

BUDGET IMPACT:

- Positive
 Negative
 Neutral or negligible

The overall budget impact of this monthly report is positive because the year-to-date budget for investment earnings has been exceeded by over \$120,000.

SUMMARY: At the end of February, the City's total portfolio had an estimated market value of \$199.6 million, about \$585,000 more than a month ago. Of this amount, USBank held (including accrued interest) \$179.4 million in trust accounts; other funds are held in local government investment pools, in operating accounts at WellsFargo Bank, and a few miscellaneous accounts. Interest rates have trended significantly lower over recent months and are projected to remain low for years. Investments are in US Treasury Notes, highly-rated US Agency Bonds, highly-rated corporate bonds, money market accounts, and local government investment pools. The City's investment strategy emphasizes safety of principal, then sufficient liquidity to meet cash needs, and finally, return on investment. Each percent of earnings on the portfolio equates to \$1.99 million annually.

REVIEWED BY CITY MANAGER: *William D. Cabell*

LIST OF ATTACHMENTS: Investment Focus February 2012



Investment Focus

Monthly Investment Report

February 2012

What's in here?

Focal Points	1
Gain / Loss	
Rate Trends	2
Cash Statement	3
Portfolio size	4
Investment types	
Transactions /	5
Maturity	
Future Scan	6

Focal Points

- * **New 2012 targets for the City's portfolio: 1) the interest rate target is 1.7%; 2) the earnings goal = \$2,729,560.**
- * **City investments are in high quality, low risk securities, in compliance with state law and the adopted investment policy.**
- * **Revenue posted to accounts = \$120,759 or 26.7% over target. This includes realized gains on security sales of \$20,900.**
- * **Each 1% of the total portfolio amounts to about \$1.99 million.**
- * **The month end market value shows the unrealized loss increased slightly and was **\$347,145** at the end of February.**

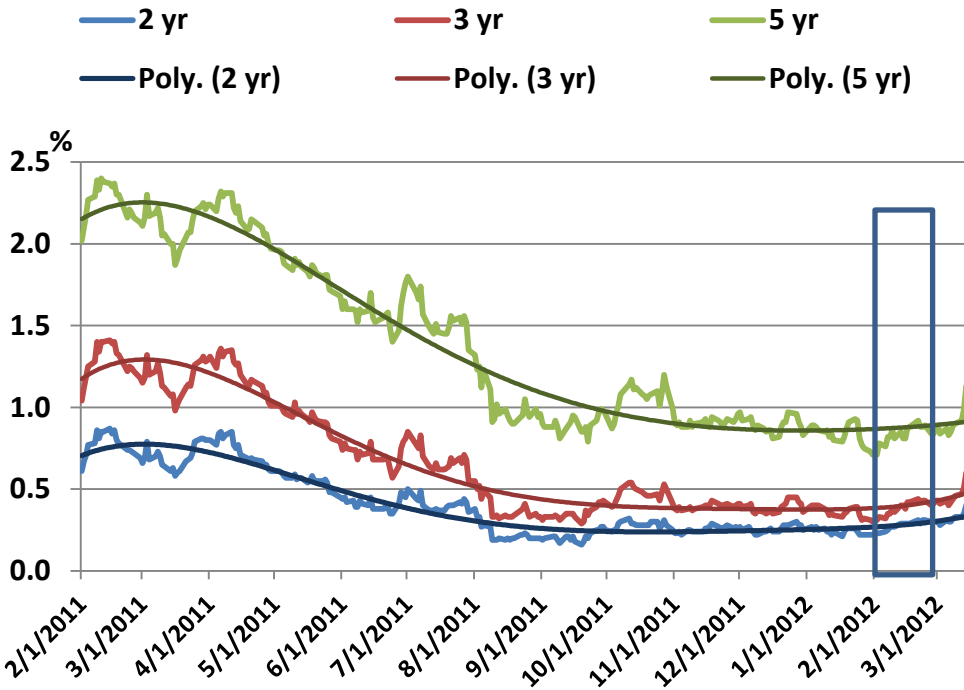
Energy Boom Lifts Economy

The benefits of the newest energy boom are extending far beyond the traditional oil patch. It's revving up the U.S. economy. The use of new drilling techniques to tap oil and gas in shale rocks far underground has helped add about 158,500 new oil and gas jobs over the past five years.

Some of those new jobs are nearby in Weld County, Colorado. (See page 2.) (Source: Russell Gold, in the *Wall Street Journal*, February 8, 2012)

Type of Investment	Purchase Price	Market Value	Unrealized Gain or Loss
Checking Accounts	\$ 8,528,921	\$ 8,528,921	--
Investment Pools	11,594,560	11,594,560	--
Money Markets	<u>5,723,354</u>	<u>5,723,354</u>	--
Subtotal	\$ 25,846,835	\$ 25,846,835	--
Notes and Bonds	<u>174,062,473</u>	<u>173,715,328</u>	\$ (347,145)
Total Portfolio	\$ 199,909,308	\$ 199,562,163	\$ (347,145)
Data Sources	(Morgan Stanley)	(US Bank)	

Treasury rate trends / Energy sector growth



Interest rates on US treasuries moved higher in February.

Based on the 2-year treasury, the February month-end rate was 8 basis points higher. The 3-year was 13 basis points higher and the 5-year finished February at 16 basis points lower.

This shift in treasury rates slightly decreased the market value of the portfolio. However, it also means higher rates for new investments during the month.

Energy Boom Lifts Economy (continued)

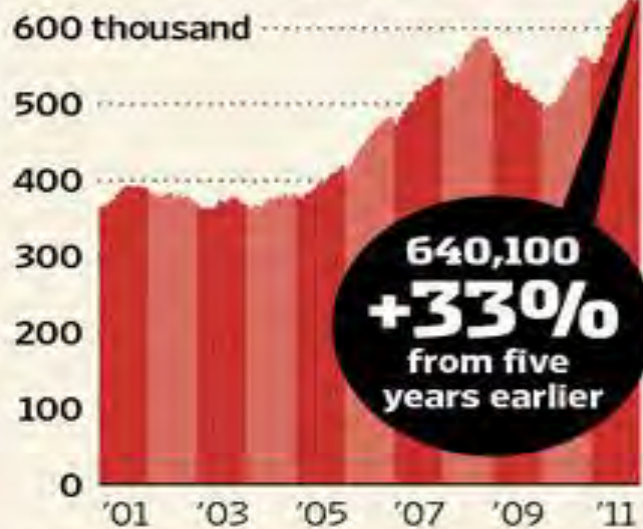
The United States is now the largest producer of dry natural gas. High income and spending from oil and natural gas activity is bolstering confidence in regions where the boom is most prolific. This includes northeast Colorado, where oil drilling and production is surging.

“This is probably the biggest stimulus we have going,” says Michael Lynch of Strategic Energy & Economic Research. Some **\$145 billion** will be spent drilling and completing U.S. wells this year. This is up from \$13 billion in 2000, according to data from Spears & Associates, an oil-field market research firm.

(Source: Russell Gold, *Wall Street Journal*, February 8, 2012.)

Jobs Gusher

U.S. oilfield employment



Source: Labor Department
The Wall Street Journal

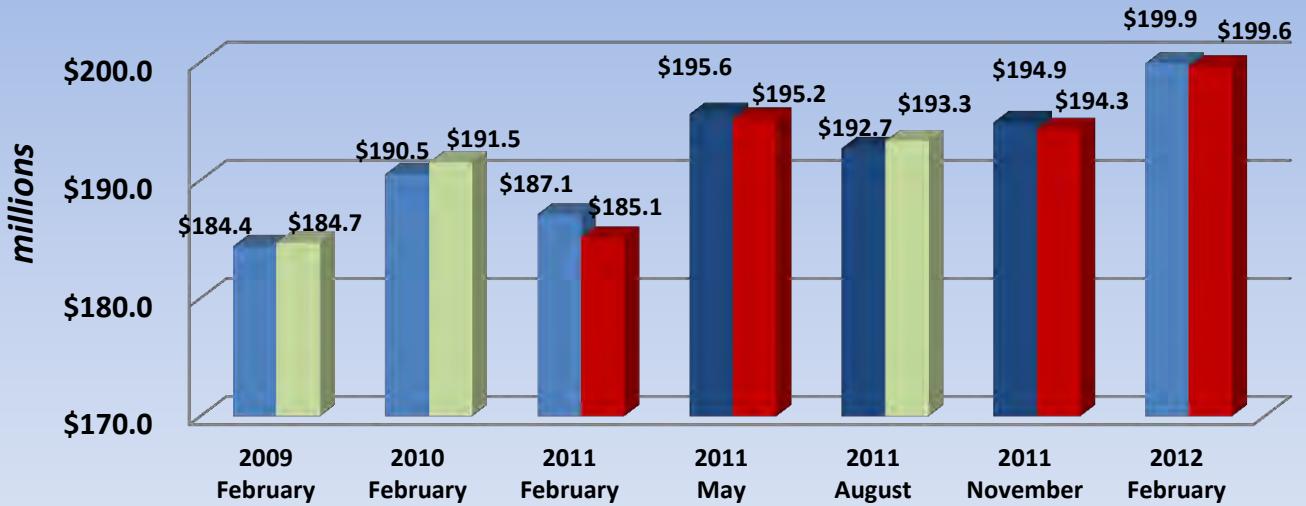
Cash Position Summary

Cash & Reserves (unaudited)

		2012 Beginning	YTD Activity	February Ending
Restricted Reserves		Due to rounding, column and row totals may not add exactly.		
1	Capital Expansion Fees	\$ 33,728,940	\$ 1,185,633	\$ 34,914,573
2	Water System Impact Fees	7,351,374	386,089	7,737,462
3	Raw Water Revenue – Windy Gap	22,625,110	486,847	23,111,958
4	Wastewater System Imp. Fees	4,505,824	245,784	4,751,608
5	Storm Drain System Imp. Fees	1,460,122	39,171	1,499,294
6	Power Plant Investment Fees	6,936,530	434,251	7,370,781
7	Cemetery Perpetual Care	2,925,231	(744,858)	2,180,373
8	Other Restricted	28,771,419	213,236	28,984,655
9	Total Restricted	\$ 108,304,550	\$ 2,246,154	\$ 110,550,704
Reserve Balance Amounts				
10	General Fund	\$ 10,839,669	\$ (1,191,180)	\$ 9,468,490
11	Enterprise Funds	5,045,516	(34,198)	5,011,318
12	Internal Service Funds	17,970,582	678,389	18,648,917
13	Total Reserves	\$ 33,855,767	\$ (546,988)	\$ 33,308,778
14	Total Restricted and Reserved	\$ 142,160,317	\$ 1,699,165	\$ 143,859,483
Unrestricted				
15	General Fund	\$ 17,872,140	\$ 1,269,038	\$ 19,141,177
16	Airport	897,343	(182,737)	714,607
17	Internal Service – Vehicle Maint	142,091	189,992	332,083
18	Enterprise Funds	36,042,409	(299,929)	35,742,476
19	Total Unrestricted	\$ 54,953,979	\$ 976,364	\$ 55,930,343
20	TOTAL CASH	\$ 197,114,296	\$ 2,675,530	\$ 199,789,826

Portfolio Size / Types of Investments

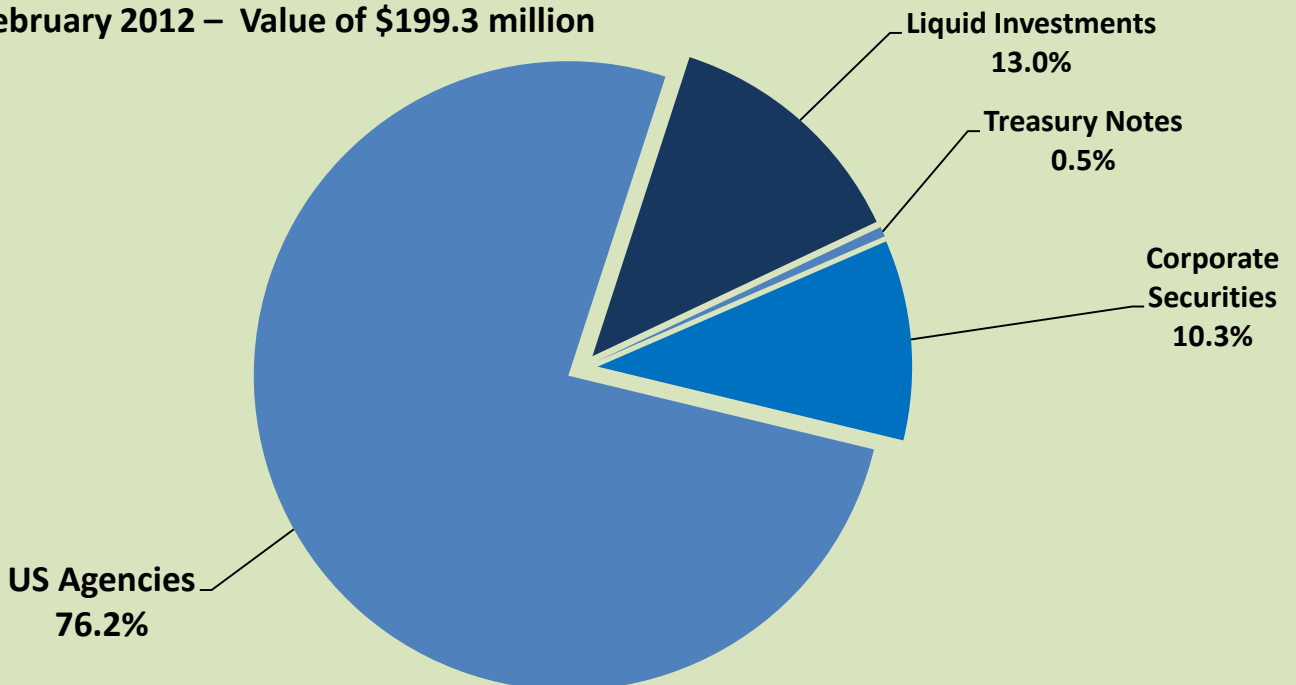
Portfolio Size since February 2009



Blue bars show Purchase value, red and green bars show market value, red = loss and green = gain

Portfolio by Type of Investment

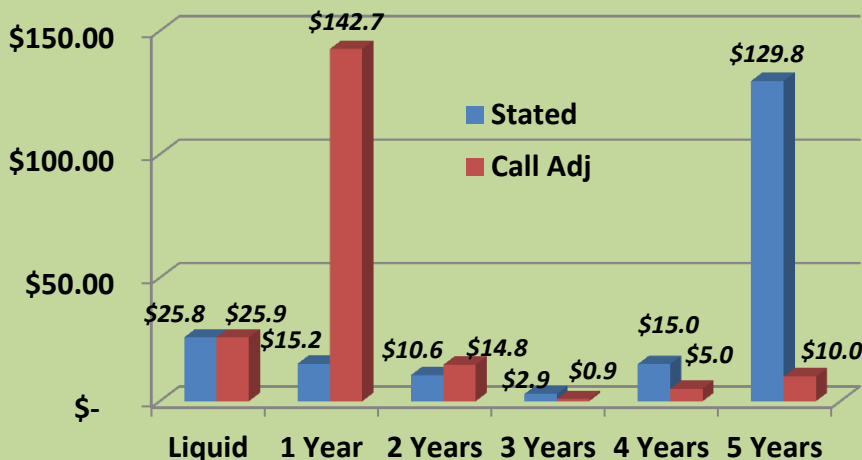
February 2012 – Value of \$199.3 million



Transactions / Portfolio by Maturity

	Maturity Date	Face Value	Purchase \$	Stated Rate
<u>Purchases</u>				
JP Morgan Chase	01/20/2015	\$ 2,000,000	\$ 2,113,400.00	3.700%
Federal Nat'l Mort. Assn.	02/08/2017	5,000,000	5,000,000.00	1.000%
Federal Nat'l Mort. Assn.	02/13/2017	5,000,000	5,000,000.00	0.875%
Federal Nat'l Mort. Assn.	02/13/2017	4,700,000	4,700,000.00	0.875%
Federal Nat'l Mort. Assn.	02/14/2017	5,000,000	5,000,000.00	1.000%
Federal Home Loan Bank	02/23/2017	5,000,000	5,000,000.00	1.050%
Federal Home Loan Bank	02/27/2017	<u>5,000,000</u>	<u>5,000,000.00</u>	1.250%
		\$ 31,700,000	\$ 31,813,400.00	
<u>Matured</u>				
None this month				
<u>Called</u>				
None this month			<u>Call Value \$</u>	
<u>Sales</u>				
General Electric Capital Corp	01/07/2014	\$ 2,000,000	\$13,400.00	2.100%
			<u>Gain \$</u>	

Portfolio by Maturity Term
(in millions - Total = \$199.3 at the end of February 2012)



The target rate for 2012 was 1.7%. After falling to record lows, rates are now rising. Through February, the portfolio earnings are well above the earnings target level for 2012.

To support earnings or to reposition the portfolio, bonds may be sold. Gains on sales total \$20,900 to date.

The blue bars show the stated term. Red bars show the calls. More of the five year bonds will be called early.



Future Scan: Fed moderately upbeat – Recession less likely

- ❖ On March 13, the **Federal Open Market Committee** (“FOMC” or “Fed” or “Committee”) gave a guarded, but moderately upbeat assessment of the economy. They held off on any announcement of a third round of quantitative easing to spur the emerging recovery. There was no change to the prior meeting’s assurance that short-term interest rates will stay near zero into late 2014. Fed officials remained preoccupied with the high rate of unemployment and global risks. “Strains in global financial markets have eased, though they continue to pose significant risks to the economic outlook.”
- ❖ The January 2012 Colorado Employment Situation was released on March 13, 2012. Using non-seasonally adjusted employment data, **Colorado’s unemployment rate** for January was measured to be 8.4% compared to national unemployment rate at 8.8%. Larimer County was up to 6.9%. Boulder County was reported at 6.2% and Weld County at 9.6%. The City data should dramatic shifts due to a major benchmarking effort. The Colorado Department of Labor and Employment indicated that the process should be completed in late April or early May.
- ❖ **Recession risk.** The probability of recession is at its lowest level (16%) in months. . . economists continue to worry about the impact of higher oil prices. **Will Oil Prices Impact Growth?** They have not stalled the U.S. economic recovery. That does not mean they won’t in the months ahead. **GDP forecasts** have been lowered for the first quarter of 2012; Inflation is expected to recede through 2012.
- ❖ Our investment advisors, **Morgan Stanley Smith Barney**, say that US economic data, specifically the employment numbers, have come in better than expected to begin 2012.
 - “There is somewhat of a misperception regarding the economic numbers thus far for 2012. While the employment figures have been solid to begin the year, data for the remainder of the economy have actually revealed some deceleration as compared to the fourth quarter.”
 - “Here are a couple of not-so-solid aspects to the report. Average hourly earnings rose a scant 0.1pp to a year-over-year rate of +1.9% in February, and remains below the recent peak of +2.2% from last summer and only a little more than half the pace of +3.4% that was witnessed in Feb 2009. Along the same lines, the civilian labor force participation rate was up 0.2pp to 63.9, the first monthly gain in seven months.”
 - “Even though the labor market data have been solid thus far for the first quarter, the MS tracking estimate for 1Q 2012 real GDP still looks for a visible slowing to only +1.3% versus the 4Q 2011 gain of 3%.” (Source: **Basis Points Fixed Income Strategy**, Kevin Flanagan, John Mackay, Collin J. Martin, March 14, 2012.)

[For more information regarding this report, please contact:](#)

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 970.962.2625 or krcmaa@ci.loveland.co.us

Re-benchmarked Unemployment Data Released by Colorado Department of Labor & Employment

