

**LOVELAND CITY COUNCIL MEETING
TUESDAY, DECEMBER 4, 2012
CITY COUNCIL CHAMBERS
500 EAST THIRD STREET
LOVELAND, COLORADO**

The City of Loveland is committed to providing an equal opportunity for citizens and does not discriminate on the basis of disability, race, color, national origin, religion, sexual orientation or gender. The City will make reasonable accommodations for citizens in accordance with the Americans with Disabilities Act. For more information, please contact the City's ADA Coordinator at bettie.greenberg@cityofloveland.org or 970-962-3319.

5:30 P.M. DINNER - City Manager's Conference Room
6:30 P.M. REGULAR MEETING - City Council Chambers

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PROCLAMATION DECLARING THE WEEK OF DECEMBER 3 THROUGH DECEMBER 8, 2012 AS "LOVELAND REMEMBERS PEARL HARBOR WEEK"

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

1. **CITY CLERK**
 APPROVAL OF COUNCIL MINUTES
 Consideration of a motion approving Council minutes
 This is an administrative action to approve Council minutes from the November 20, 2012 regular meeting.

2. **ECONOMIC DEVELOPMENT**
 SUPPLEMENTAL APPROPRIATION – FUND WAYFINDING SIGNS
 Consideration on second reading of an ordinance enacting a supplemental budget and appropriation to the 2012 City of Loveland budget to fund wayfinding signs throughout Loveland with Loveland lodging tax funds

This is an administrative action. Existing lodging tax reserves (\$186,000) are being used to fund a signage program directing visitors and residents to places of interest in Loveland. Reserves that have been saved are used as the funding source. The drawdown of reserves limits the flexibility for other projects to be funded within the fund. The lodging tax reserve fund balance is \$718,000. City Council unanimously approved the first reading of the ordinance on November 20, 2012.

3. **DEVELOPMENT SERVICES**

ANNEXATION & ZONING FOR MEHAFFEY PARK

- a) **Consideration on second reading of an ordinance approving the annexation of certain territory to the City of Loveland, Colorado, to be known and designated as “Mehaffey Park First Addition” to the City of Loveland**
- b) **Consideration on second reading of an ordinance amending Section 18.04.040 of the Loveland Municipal Code, the same relating to zoning regulations for “Mehaffey Park First Addition” to the City of Loveland**
- c) **Consideration on second reading of an ordinance amending Section 18.04.040 of the Loveland Municipal Code, the same relating to zoning regulations for certain property located in Tract “B”, Vanguard-Famleco First Addition and a portion of Tract “C”, Vanguard-Famleco Second Addition, City of Loveland, Larimer County Colorado**
 - A legislative action to adopt a resolution and ordinance to annex 60.44 acres of City owned property to be known as the Mehaffey Park Addition;
 - A quasi-judicial action to zone the 60.44 acre property PP- Public Park District; and
 - A quasi-judicial action to rezone the 9.36 acres of City owned property from the Meadowbrook Ridge Planned Unit Development to Public Park District and amend the General Development Plan.

The property is located south of West 29th Street, east of Cascade Avenue, north of 22nd Street and ¼ mile west of Wilson Avenue. The applicant is the City of Loveland, Parks and Recreation Department. City Council unanimously approved the first reading of the ordinance on November 20, 2012.

4. **CULTURAL SERVICES**

SUPPLEMENTAL APPROPRIATION - ARTWORK AT HWY 34 & I-25 INTERCHANGE **Consideration on second reading of an ordinance enacting a supplemental budget and appropriation to the 2012 City of Loveland budget for the commission and placement of art work at the U.S. Highway 34 and I-25 interchange**

This is an administrative action. The ordinance appropriates grant funds to commission and place artwork in and, if appropriate, provide limited landscaping within the northeast quadrant of the U.S. 34 and I-25 Interchange to create a welcoming and iconic entryway into the north front range community using a CDOT Beautification Grant awarded in 2003 and previously reserved City funds. City Council unanimously approved the first reading of the ordinance on November 20, 2012.

5. **POLICE**

2013 LARIMER HUMANE SOCIETY CONTRACT

Consideration of a motion approving a contract with Larimer Humane Society for services in 2013 in the amount of \$395,849

This is an administrative action. The 2013 Larimer Humane Society contract has been revised to respond to Council and Police Department concerns expressed at the mid-year review in 2012. This contract will increase the City's contribution by approximately \$25,000 per year which will be addressed with rollover funds in the Police Department's

2013 budget allocation but will require an increase to the core budget in the future.

6. **PUBLIC WORKS**
PUBLIC HEARING
MUNICIPAL CODE AMENDMENT – SIGNATURE AUTHORITY FOR REAL PROPERTY LEASES
Consideration on first reading of an ordinance amending the Loveland Municipal Code at Chapter 2.24 concerning the City Manager, and Chapter 12.48 concerning the Airport
 This is a legislative action to adopt an ordinance amending Chapter 2.24 and Chapter 12.48. The amendments to Chapter 2.24 will allow the City Manager to enter into leases for real property owned or rented by the city and revocable licenses for real property owned by the City. The amendments to Chapter 12.48 will allow the Airport Manager to enter into leases for real property owned by the city and located at the Fort Collins-Loveland Airport. They will also add approved heliports to the list of places at which aircraft may land without further approval from the Airport, and exempt emergency medical transport aircraft from the requirements of Section 12.48.030.
7. **FINANCE**
AWARD CONTRACT FOR ASPHALT PRODUCTS FOR STREET CONSTRUCTION PROJECTS
Consideration of a motion to approve a contract with Coulson Excavating Company, Inc and authorize the City Manager to sign the contract
 This is an administrative action to approve a contract with Coulson Excavating Company, Inc. for \$600,000 for purchase of various asphalt products for road patching and construction for a period covering December 1, 2012 thru October 31, 2013, and authorize the City Manager to sign the contract.
8. **FINANCE**
CONTRACT AWARD FOR TREE TRIMMING AND REMOVAL SERVICES
Consideration of a motion to approve a contract with Asplundh Tree Experts Company for services in 2013 and authorize the City Manager to execute the contract
 This is an administrative action to approve a contract with Asplundh Tree Experts Company for \$650,000 for tree trimming and removal in Parks, Golf Courses, ROW, facility grounds, and around City owned electrical lines for fiscal year 2013, and authorizes the City Manager to execute the contract. Budget dollars are available in Public Works (\$100,000), Parks & Recreation & Golf (\$60,000), and Water & Power (\$400,000), and (\$90,000) unencumbered for code enforcement and emergency trimming and removal.
9. **HUMAN RESOURCES**
CONTRACT AWARD - PROPERTY & LIABILITY INSURANCE - CIRSA
Consideration of a motion to award the City's property and liability insurance coverage to CIRSA and authorize the City to continue the Intergovernmental Agreement with CIRSA and establish a purchase order in the amount of \$836,435
 This is an administrative action to authorize the City to continue its Intergovernmental Agreement with CIRSA for 2013 property and liability insurance coverage and establish a purchase order in the amount of \$836,435 for premium, claims administration, and payment of estimated claims for 2013 and remaining open claims or new claims from prior years. Contract amount is within the 2013 Human Resources/Risk Budget.

10. HUMAN RESOURCES**CONTRACT AWARD - MEDICAL STOP LOSS COVERAGE - SUN LIFE OF CANADA
Consideration of a motion to award the contract for City employee medical stop loss coverage to Sun Life of Canada in an amount not to exceed \$827,000 and to authorize the City Manager to execute the contract on behalf of the City**

This is an administrative action to authorize the City Manager to enter into a contract for up to \$827,000 for 2013 with Sun Life of Canada for the City of Loveland employee healthcare stop loss insurance. The contract stipulates that Sun Life of Canada will provide stop loss insurance for health claims over \$150,000 while Cigna retains processing claims under \$150,000. This contract is within the benefits budget already approved for 2013. This contract is within the benefits budget already approved for 2013.

11. DEVELOPMENT SERVICES**PUBLIC HEARING****OIL AND GAS MORATORIUM EXTENSION**

Consideration on first reading an ordinance amending Ordinance No. 5685 to extend the City's moratorium on the acceptance and processing of land use applications, permits and other approvals concerning the conduct of oil and gas operations within the City

This is a legislative action to consider extending the City's moratorium on the acceptance and processing of land use applications, permits and other approvals concerning the conduct of oil and gas operations within the City.

12. CITY CLERK**CANCEL JANUARY 1, 2013 COUNCIL MEETING**

Consideration of a motion cancelling the January 1, 2013 regular meeting of City Council, which falls on New Year's Day

This is an administrative action considering a motion regarding a change Council meeting dates in January 2013.

END OF CONSENT AGENDA**CITY CLERK READS TITLES OF ORDINANCES ON THE CONSENT AGENDA****CITY COUNCIL**

- a. Citizens' Report** *Anyone who wishes to speak to an item NOT on the Agenda may address the Council at this time.*
- b. Business from Council** *This is an opportunity for Council Members to report on recent activities or introduce new business for discussion at this time or on a future City Council agenda.*
- c. City Manager Report**
- d. City Attorney Report**

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 quorum 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

13. **CITY CLERK****APPROVAL OF COUNCIL MINUTES****Consideration of a motion approving Council minutes**

This is an administrative action to approve Council minutes from the November 13, 2012 study session.

14. **ECONOMIC DEVELOPMENT****PUBLIC HEARING****CONTRACT FOR SMALL BUSINESS COUNSELING SERVICES**

a) **Consideration of a motion authorizing the City Manager to sign a services agreement with the Chamber of Commerce for \$130,000 for small business counseling services in 2013**

b) **Consideration on first reading of an ordinance enacting a supplemental budget and appropriation to the 2013 City of Loveland budget for a contract with the Loveland Chamber of Commerce for small business counseling services**

This is an administrative action authorizing the City Manager to sign the contract for small business counseling services with the Loveland Chamber of Commerce. The Chamber of Commerce will act as the fiduciary agent for the City and contract with the Loveland Center for Business Development.

15. **ECONOMIC DEVELOPMENT****TECHNOLOGY TRANSFER SERVICES – CONTRACT APPROVAL AND UPDATE****Consideration of a motion to approve a contract for \$120,000 for technology transfer services with DA2 Consulting and an update on the 2012 Technology Transfer Initiative and authorize the City Manager to execute the contract**

This is an administrative action. In March of 2012 the City of Loveland developed the Technology Transfer Acceleration Initiative. This program has provided 26 Loveland companies assistance with technology searches and partnerships with federal research laboratories. This will be a report to City Council on activity and outcomes to date. It will include a presentation on the scope of work and contract for services for the program in 2013 for City Council to discuss and approve.

16. **DEVELOPMENT SERVICES****TAX-EXEMPT FINANCING BY THE HOUSING AUTHORITY OF THE CITY OF LOVELAND (BIG THOMPSON MANOR II)****Consideration of Resolution #R-83-2012 approving the issuance of a promissory note by the Housing Authority of the City of Loveland to Home State Bank for the sole purpose of qualifying the interest payable on the note for exclusion from the gross income of the owner or owners of the note for Federal Income Tax purposes under the applicable provisions of the Internal Revenue Code of 1986; and related matters**

This is an administrative action approving a tax-exempt financing by the Housing Authority of the City of Loveland. Approval of the Resolution does not in any way make the City liable for the Authority's financial obligations under the promissory note.

17. **DEVELOPMENT SERVICES**
TAX-EXEMPT FINANCING BY THE HOUSING AUTHORITY OF THE CITY OF LOVELAND (MIRASOL COMMUNITY CENTER)
 Consideration of Resolution #R-84-2012 approving the issuance of a promissory note by the Housing Authority of the City of Loveland to the First National Bank for the sole purpose of qualifying the interest payable on the note for exclusion from the gross income of the owner or owners of the note for federal income tax purposes under the applicable provisions of the Internal Revenue Code of 1986; and related matters
 This is an administrative action approving a tax-exempt financing by the Housing Authority of the City of Loveland. Approval of the Resolution does not in any way make the City liable for the Authority's financial obligations under the promissory note.
18. **FINANCE**
OCTOBER 2012 FINANCE REPORT
 This item is information only. The Snapshot Report includes the City's preliminary revenue and expenditures including detailed reports on tax revenue and health claims year to date, ending October 31, 2012.
19. **CITY MANAGER**
INVESTMENT REPORT FOR OCTOBER 2012
 This is an information only item. The budget estimate for investment earnings for 2012 is \$2,729,560. Through October 2012, the amount posted to the investment account is \$2,152,850 including realized gains. Actual year-to-date earnings are now lower than the year-to-date projection by \$115,850. Based on the monthly statement, the estimated annualized yield on the securities held by USBank was down to 1.14%, well under the annual target rate of 1.70% for 2012. Reinvestment rates are still near record low levels, much lower than the budget projection.
20. **CITY MANAGER**
Proposed Executive Session to Consider a Personnel Matter

ADJOURN



PROCLAMATION

- WHEREAS** seventy-one years ago this week, on December 7, 1941, the surprise attack of the Imperial Japanese Naval Forces against the United States 7th Fleet at Pearl Harbor, Hawaii, occurred, marking the entry of America into World War II, altering the course of history forever and
- WHEREAS** the Congress of the United States has designated December 7 as National Pearl Harbor Remembrance Day (36 U.S. C. §129) to honor all who perished at Pearl Harbor; and
- WHEREAS** twenty three of Colorado's sons, including Loveland's own Harold Dwayne Webster, United States Navy Seaman Second Class, were killed in Action on December 7, 1941 while serving on the battleship USS Arizona at Pearl Harbor, Territory of Hawaii, and
- WHEREAS** Americans owe a debt of gratitude to all who died while courageously defending Pearl Harbor as well as to all who survived and fought with valor and spirited determination so that freedom would not fall to tyranny, ultimately achieving victory,

NOW, THEREFORE, we, the City Council of Loveland, do hereby proclaim the week of December 3 through December 8, 2012 as

LOVELAND REMEMBERS PEARL HARBOR WEEK

in Loveland, Colorado, and in so doing, urge all citizens to join together in remembering and honoring all who perished at Pearl Harbor that fateful day as well as all our World War II Veterans.

Signed this 4th day of December, 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 A local troop of Boy Scouts led the Pledge of Allegiance.

SWEARING IN CEREMONY Judge Bill Starks administered the Oath of Office for Councilor Dave Clark at 6:35 p.m.

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

ELECTION OF MAYOR PRO TEM Councilor McKean nominated Councilor Daryle Klassen for Mayor Pro Tem. Councilor Fogle seconded the nomination. No other nominations were made. Mayor Gutierrez declared Councilor Klassen, Mayor Pro Tem.

PROCLAMATION Councilor Taylor read the proclamation which was accepted by Earl Stevens, Larimer County Office of Aging Advisory Council.

PROCLAMATION

WHEREAS, Across our country, millions of family members, neighbors, and friends provide care and support for their loved ones during times of need; and

WHEREAS, with profound compassion and selflessness, these caregivers provide short term comfort and security, facilitate social engagement, and help individuals stay in their homes and communities as long as possible; and

WHEREAS, at some time during this year, 1 in 4 adults in the City of Loveland, or about 12,700 individuals, are providing care to an adult with limitations in daily activities; and

WHEREAS, while this care is given from the heart, the estimated economic value of their unpaid contribution amounts to about 2.8 million dollars; and

WHEREAS, this heroic work is often done while caregivers balance other commitments to their families, jobs and communities; and

WHEREAS, We observe National Family Caregiver Month, we honor the tireless compassion of Americans who heal, comfort, and support our elders and people with disabilities.

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

NATIONAL FAMILY CAREGIVER MONTH

and urge all citizens this month and throughout the year, to let the quiet perseverance of our family caregivers remind us of the decency and kindness to which we can all aspire.

FURTHER, Let us pay tribute to the remarkable individuals we know in our community who put their own lives on hold to tend to their family members; it is our responsibility to ensure they do not have to do it alone.

Signed this 20th day of November, 2012

Cecil A. Gutierrez, Mayor

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 remove any of the items or public hearings listed on the Consent Agenda. Councilor Klassen requested Item #11 be removed from the Consent Agenda. Councilor Shaffer moved to approve the Consent Agenda, with the exception of Item #11. The motion was seconded by Councilor McKean and a roll call vote was taken with all councilors present voting in favor thereof.

1. CITY MANAGER

BOARDS & COMMISSIONS APPOINTMENT

Motion

Administrative Action: The following appointments were approved by Council: Jack Bowman was appointed to the Transportation Advisory Board for a full term effective until June 30, 2015 and Austin Anderson was appointed to the Youth Advisory Commission for a term effective through May, 2013.

2. FINANCE

Supplemental Appropriation Finalize 2012 City Budget

Ordinance #5720

Administrative Action: "AN ORDINANCE ENACTING A SUPPLEMENTAL BUDGET AND APPROPRIATION TO THE 2012 CITY OF LOVELAND BUDGET" was approved and ordered published on second reading.

3. FINANCE

Supplemental Appropriation 2012 Special Improvement District #1

Ordinance #5721

Administrative Action: "AN ORDINANCE ENACTING A SUPPLEMENTAL BUDGET AND APPROPRIATION TO LOVELAND SPECIAL IMPROVEMENT DISTRICT #1 2012 BUDGET AND AUTHORIZING DISTRICT BOND PREPAYMENT" and approved and ordered published on second reading.

At 6:45 p.m. the City Council adjourned and convened as the Board of Commissioners for the Loveland Urban Renewal Authority (LURA)

4. FINANCE

Supplemental Appropriation Loveland Urban Renewal Authority

Ordinance #5722

Administrative Action: "AN ORDINANCE ENACTING A SUPPLEMENTAL BUDGET AND APPROPRIATION TO THE 2012 BUDGET FOR THE LOVELAND URBAN RENEWAL AUTHORITY" was approved and ordered published on second reading.

At 6:45 p.m. the Board of Commissioners for the Loveland Urban Renewal Authority adjourned and convened as the Board of Directors for the Loveland General Improvement District #1 (GID)

5. FINANCE

Supplemental Appropriation General Improvement District #1

Ordinance #5723

Administrative Action: "AN ORDINANCE ENACTING A SUPPLEMENTAL BUDGET AND APPROPRIATION TO THE 2012 LOVELAND GENERAL IMPROVEMENT DISTRICT #1 BUDGET FOR DOWNTOWN PARKING IMPROVEMENTS" was approved and ordered published on second reading.

At 6:45 p.m. the Board of Directors for the Loveland General Improvement District #1 adjourned and reconvened as City Council.

6. HUMAN RESOURCES

2013 Pay Plan Amendment – Police Department Step Plan

Ordinance #5724

Administrative Action: "AN ORDINANCE AMENDING ORDINANCE 5709 TO REMOVE FROM THE 2013 PAY PLAN AND ADOPT A REVISED POLICE DEPARTMENT STEP PLAN FOR NINE (9) DESIGNATED POLICE DEPARTMENT POSITIONS" was approved and ordered published on second reading.

7. WATER & POWER

Municipal Code Amendment – Water Rights for Service Outside City Limits

Ordinance #5725

Legislative Action: "AN ORDINANCE AMENDING THE LOVELAND MUNICIPAL CODE AT SECTION 19.04.023 REGARDING WATER RIGHTS FOR SERVICE OUTSIDE THE CITY LIMITS" was approved and ordered published on second reading.

8. CITY MANAGER

Amend City of Loveland Investment Policy

Ordinance #5726

Legislative Action: "AN ORDINANCE AMENDING THE CITY OF LOVELAND INVESTMENT POLICY" was approved and ordered published on second reading.

9. AIRPORT

Supplemental Appropriation & Authorization for Grant Agreement

Ordinance #5727

Administrative Action: "AN ORDINANCE ENACTING A SUPPLEMENTAL BUDGET AND APPROPRIATION TO THE 2012 FT. COLLINS-LOVELAND MUNICIPAL AIRPORT BUDGET FOR THE PURCHASE OF SNOW REMOVAL EQUIPMENT" was approved and ordered published on second reading.

10. CULTURAL SERVICES

Commission & Placement of Artwork at Hwy 34 & I-25 Interchange

a)Resolution #R-78-2012

Administrative Action: Resolution #R-78-2012 approving an Intergovernmental Agreement between the City of Loveland and the State of Colorado Department of Transportation regarding the commission and placement of artwork in the U.S. Highway 34 and Interstate Highway I-25 Interchange and limited landscaping was approved.

RESOLUTION #R-78-2012

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF LOVELAND AND THE STATE OF COLORADO DEPARTMENT OF TRANSPORTATION REGARDING THE COMMISSION AND PLACEMENT OF ARTWORK IN THE U.S. HIGHWAY 34 AND INTERSTATE HIGHWAY I-25 INTERCHANGE AND LIMITED LANDSCAPING

WHEREAS, in 2003 the City of Loveland Public Works Department applied for and was awarded a \$163,000.00 grant from the Colorado Department of Transportation ("CDOT") as part a \$204,000.00 CDOT Beautification Grant ("Beautification Grant") based on a City proposal and request for new landscaping and plantings to enhance the U.S. Highway 34 and Interstate Highway I-25 interchange (the "Interchange"); and

WHEREAS, in 2011, the City with the support of the North Front Range Metropolitan Planning Organization submitted and CDOT approved a revised proposal on the use of the Beautification Grant to allow for the installation of artwork that would create a welcoming and iconic entryway into the north front range community with limited landscaping; and

WHEREAS, the City has provided the required matching funds of \$41,000.00 which represents difference between the amount awarded by CDOT and the total amount of the Beautification Grant, plus an additional overmatch of funds of \$46,000.00; and

WHEREAS, the City and CDOT desire and are now prepared to commence the process to commission and place artwork in the Interchange’s northeastern quadrant and to provide limited landscaping in such quadrant as set forth in the agreement between the City and CDOT attached hereto as Exhibit A and incorporated by reference herein (the “Agreement”); and

WHEREAS, The City finds that it is in the best interests of its residents to approve the Agreement.

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

Section 1. That the Agreement is approved.

Section 2. That the City Manager is hereby authorized and directed to enter into the Agreement, subject to such modifications in form or substance as the City Manager, in consultation with the City Attorney, may deem necessary to effectuate the purposes of this resolution or to protect the interests of the City.

Section 3. That the City 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 City under the terms and conditions of the Beautification Grant and this Agreement.

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

ADOPTED this 20th day of November, 2012.

Cecil A. Gutierrez, Mayor

Attest: Teresa G. Andrews, City Clerk

b)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 FOR THE COMMISSION AND PLACEMENT OF ART WORK AT THE U.S. HIGHWAY 34 AND I-25 INTERCHANGE” was approved and ordered published on first reading.

11. PUBLIC WORKS

Award of Construction Contract

Motion This item was removed from the Consent Agenda.

12. DEVELOPMENT SERVICES

Annexation & Zoning for Mehaffey Park

a)Resolution #R-79-2012 Legislative Action: Resolution #R-79-2012 CONCERNING THE ANNEXATION TO THE City of Loveland, Colorado, of a certain area designated as “Mehaffey Park First Addition” more particularly described herein, and setting forth findings of fact and conclusions based thereon as required by the state constitution and state statutes was approved.

RESOLUTION #79-2012

A RESOLUTION CONCERNING THE ANNEXATION TO THE CITY OF LOVELAND, COLORADO, OF A CERTAIN AREA DESIGNATED AS “MEHAFFEY PARK FIRST ADDITION” MORE PARTICULARLY DESCRIBED HEREIN, AND SETTING FORTH FINDINGS OF FACT AND CONCLUSIONS BASED THEREON AS REQUIRED BY THE STATE CONSTITUTION AND STATE STATUTES

WHEREAS, on September 11, 2012,, a Petition for Annexation was filed by the Loveland City Manager on behalf of the City of Loveland as the sole owner of the area described on Exhibit A, attached hereto and incorporated herein, which area is not solely a public street or right-of-way; and

WHEREAS, said petition requests the City of Loveland to annex said area to the City; and

WHEREAS, the City Council has determined that the area proposed to be annexed complies with the applicable requirements of Section 30(1)(c) of Article II of the Colorado Constitution, and of §§31-12-104(1)(a) and 31-12-105, C.R.S., is

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eligible for annexation under §31-12-106(3), C.R.S.; that an election is not required under Section 30(1)(a) of Article II of the Colorado Constitution or under §31-12-107(2), C.R.S.; and no additional terms and conditions are to be imposed; now, therefore,

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

1. The City Council of the City of Loveland makes the following findings of fact:
 - A. The subject Petition for Annexation was signed by the Loveland City Manager, on behalf of the City of Loveland as the sole owner of the area proposed to be annexed.
 - B. The area proposed to be annexed is not solely a public street or right-of-way.
 - C. The proposed annexation complies with the applicable requirements of Section 30(1)(c) of Article II of the Colorado Constitution, and of §§31-12-104(1)(a) and 31-12-105, C.R.S.; is eligible for annexation under §31-12-106(3), C.R.S.; no election is required under Section 30(1)(a) of Article II of the Colorado Constitution or under §31-12-107(2), C.R.S.; and no additional terms and conditions are to be imposed.
 - D. The land to be annexed lies entirely within the City of Loveland Growth Management Area, as depicted in the 2005 Comprehensive Plan, as amended. Therefore, pursuant to Section 3.3.1 of the Intergovernmental Agreement with Larimer County, the annexation impact report requirement of §31-12-108.5, C.R.S. has been waived.
 - E. The perimeter of the area proposed to be annexed within is 6733.54 linear feet, of which 5155.61 linear feet are contiguous to the City of Loveland. Not less than one-sixth of the perimeter of said area is contiguous with the City of Loveland.
 - F. No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, is divided into separate parts or parcels without the written consent of the landowners thereof unless such tracts or parcels are separated by a dedicated street, road, or other public way.
 - G. No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, comprising 20 acres or more and which, together with the buildings and improvements situated thereon, has a valuation for assessment in excess of \$200,000 for ad valorem tax purposes for the year next preceding the annexation, is included within the area proposed to be annexed without the written consent of the landowner or landowners.
 - H. No annexation proceedings have been commenced for the annexation to another municipality of part or all of the area proposed to be annexed.
 - I. The annexation of the area proposed to be annexed will not result in the detachment of the area from any school district and the attachment of the same to another school district.
 - J. The annexation of the area proposed to be annexed would not have the effect of extending the boundary of the City of Loveland more than three miles in any direction from any point of such boundary in any one year.
 - K. In establishing the boundaries of the area proposed to be annexed, the entire width of any platted street or alley to be annexed is included within said area.
 - L. The annexation of the area proposed to be annexed will not deny reasonable access to any landowner, owner of an easement or owner of a franchise adjoining a platted street or alley which is included in said area but which is not bounded on both sides by the City of Loveland.
2. The City Council reaches the following conclusions based on the above findings of fact:
 - A. The proposed annexation of the area described on Exhibit A complies with and meets the requirements of Section 30(1)(c) of Article II of the Colorado Constitution, and the applicable parts of §§31-12-104(1)(a) and 31-12-105, C.R.S.
 - B. No additional terms and conditions are to be imposed.
3. This Resolution shall become effective on the date and at the time of its adoption.

APPROVED the 20th day of November, 2012.

Cecil A. Gutierrez, Mayor

Attest: Teresa G. Andrews, City Clerk

Exhibit A is available in the City Clerk's Office

b)1st Rdg Ord & P.H.

Legislative Action: A public hearing was held and "AN ORDINANCE APPROVING THE ANNEXATION OF CERTAIN TERRITORY TO THE CITY OF LOVELAND, COLORADO,

TO BE KNOWN AND DESIGNATED AS "MEHAFFEY PARK FIRST ADDITION" TO THE CITY OF LOVELAND" was approved and ordered published on first reading.

c)1st Rdg Ord & P.H.

Quasi-judicial Action: A public hearing was held and "AN ORDINANCE AMENDING SECTION 18.04.040 OF THE LOVELAND MUNICIPAL CODE, THE SAME RELATING TO ZONING REGULATIONS FOR "MEHAFFEY PARK FIRST ADDITION" TO THE CITY OF LOVELAND" was approved and ordered published on first reading.

d)1st Rdg Ord & P.H.

Quasi-judicial Action: A public hearing was held and "AN ORDINANCE AMENDING SECTION 18.04.040 OF THE LOVELAND MUNICIPAL CODE, THE SAME RELATING TO ZONING REGULATIONS FOR CERTAIN PROPERTY LOCATED IN TRACT 'B' VANGUARD-FAMLECO FIRST ADDITION AND A PORTION OF TRACT "C", VANGUARD-FAMLECO SECOND ADDITION, CITY OF LOVELAND, LARIMER COUNTY, COLORADO" was approved and ordered published on first reading.

13. Finance

Supplemental Appropriation tot Loveland Fire Rescue Authority 2012 Budget

Resolution #R-80-2012

Administrative Action: Resolution #R-80-2012 approving a supplemental budget and appropriation to the Loveland Fire Rescue Authority 2012 budget was approved.

RESOLUTION #R-80-2012

A RESOLUTION APPROVING SUPPLEMENTAL BUDGET AND APPROPRIATION FOR THE LOVELAND FIRE RESCUE AUTHORITY 2012 BUDGET

WHEREAS, the Loveland Fire Rescue Authority ("Fire Authority") is established pursuant to that certain Intergovernmental Agreement for the Establishment and Operation of the Loveland Fire Rescue Authority as a Separate Governmental Entity dated August 18, 2011 (the "Authority IGA") between the City of Loveland, a Colorado home rule municipality ("City") and the Loveland Rural Fire Protection District, a Colorado Special District ("District"); and

WHEREAS, the Fire Authority is authorized under Section 4.1 of the Authority IGA to adopt an annual budget and to supplement such budget from time to time, provided that the annual budget and any supplemental appropriations shall become effective upon the approval of the governing bodies of the City and the District; and

WHEREAS, the Fire Authority, by adoption of Resolution #R-010, approved a supplemental appropriation for its 2012 Budget; and

WHEREAS, the Fire Authority Board of Directors has also submitted the Fire Authority's Resolution enacting a supplemental budget and appropriation to the 2012 Budget, which is attached hereto as Exhibit A and incorporated herein by reference, to the City and the District for approval as required by Section 4.1 of the Authority IGA; and

WHEREAS, the City Council desires to approve the Fire Authority's 2012 Supplemental Budget and Appropriation as reflected on Exhibit A.

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

Section 1. That the 2012 Loveland Fire Rescue Authority Supplemental Budget and Appropriation, attached hereto as Exhibit A and which has been filed with the Fire Authority Administrative Office in its entirety, for the fiscal year beginning January 1, 2012 and ending December 31, 2012, with revenues in the amount of \$123,800, and expenditures of \$123,800 for operations, is hereby approved.

Section 2. That this Resolution shall take effect as of the date of its adoption.

ADOPTED this 20th day of November, 2012.

Cecil A. Gutierrez, Mayor

Attest: Teresa G. Andrews, City Clerk

Exhibit A is available in the City Clerk's Office

CITY CLERK READ TITLES OF ORDINANCES ON THE CONSENT AGENDA.

CITY COUNCIL

a) Citizens' Reports

Kathy Hartman, 945 E. 4th St. asked if there is a City Department who oversees trees and replanting. This process is divided into three departments, depending on the situation.

b) Business from Council

Mayor

Mayor Gutierrez asked for a motion approving the Council liaison to Boards, Commission and Committees positions list. Councilor Shaffer moved to approve the City Council Liaison list for Boards and Commissions. Councilor McKean seconded the motion, and a roll call vote was taken with all councilors present voting in favor thereof.

Shaffer

Councilor Shaffer indicated that there was no update on the search for a new director for the MPO. The MPO is hosting a "new" Councilor Orientation, to educate new Councilors on what the MPO does.

Farley

Councilor Farley attended a book signing for David Jessup, author of the newly released novel "Mariano's Crossing". Councilor Farley attended the Visual Arts Commission retreat.

Mayor

Mayor Gutierrez attended the Marine Corps Ball in commemoration of their 237th birthday. Mayor Gutierrez also attended the SAINT annual awards.

c) City Manager Report

Cahill

City Manager Bill Cahill, announced the Police Department did receive their accreditation at a ceremony in Jacksonville, FL. A plaque memorialize the event will be presented to the City at a later date.

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

11. PUBLIC WORKS

Award of Construction Contract

Motion

Administrative Action: Stormwater Engineer Kevin Gingery introduced this item to Council. This item is consideration of a construction contract to Mountain Constructors, Inc. in the amount of \$900,000 for complete various stormwater maintenance projects. Staff clarified that the project was bid out with the intent of determining a "unit" amount which will be applied to multiple projects with Mountain Constructors, Inc. Councilor Shaffer moved to approve the motion awarding a construction contract to mountain Constructors, Inc. in the amount of \$900,000 for stormwater maintenance projects under Project No. SW1201. Councilor Farley seconded the motion and a roll call vote was taken with all councilors present voting in favor thereof.

14. CITY CLERK

Approval of Council Minutes

Motion

Administrative Action: Councilor Shaffer moved to approve the minutes from the October 23, 2012 study session and November 6, 2012 regular meeting. Councilor Farley seconded the motion and a roll call vote was taken with all Councilors present voting in favor thereof, and Councilor Clark abstaining, as he was not a Council member at that time.

15. CITY MANAGER

New Capital Expansion Fees Schedule

Resolution #R-81-2012

Administrative Action: Executive Fiscal Advisor Alan Krcmarik introduced this item to Council. This is an administrative action to consider a resolution adopting a new schedule of CEFs. Throughout this year, City staff members have conducted the five year review of the capital expansion fees. The staff has prepared a resolution that adopts a new CEF fee schedule at rates indicated by the fee study. The resolution provides for modest increases in the fees for single family houses, reduced fees for multi-family housing projects, and increases for commercial and industrial projects. Three amendments to the recommended fee schedule are included to address additional adjustments requested by Council members in the recent Study Session. Mayor Gutierrez asked if there was anyone in the audience that would like to make a comment. City Resident, Jim Welker stated the fees are too high now. Discussion ensued. Councilor Fogle moved to adopt the proposed fees for residential and multifamily and freeze the other fees (Industrial and Commercial) until such time as Staff can review and propose possible adjustments to the "CEF model". Councilor Klassen seconded the motion. Councilor Klassen moved to amend the motion to set a date certain for reconsideration of the Industrial and Commercial fees of December 31, 2013. Councilor Fogle seconded the motion, which carried with eight voting in favor and Councilor Shaffer voting against. The original motion as amended was considered and approved with eight Councilors voting in favor and Councilor Shaffer voting against. Councilor Shaffer moved to approve Resolution #R-81-2012 adopting a new schedule of Capital Expansion Fees pursuant to Section 16.38.020.E of the Loveland Municipal Code effective January 1, 2013, as amended by the previous motion. Councilor McKean seconded the motion and a roll call vote was held with eight Councilors present voting in favor thereof, and Councilor Shaffer voting against.

RESOLUTION #R-81-2012

A RESOLUTION ADOPTING A NEW SCHEDULE OF CAPITAL EXPANSION FEES PURSUANT TO SECTION 16.38.020.E OF THE LOVELAND MUNICIPAL CODE EFFECTIVE JANUARY 1, 2013

WHEREAS, Loveland Municipal Code Section 16.38.020.E provides that capital expansion fees be reviewed and approved by resolution every five (5) years commencing in 2000; and

WHEREAS, the last five (5) year review of capital expansion fees was completed with the adoption of Resolution #R-38-2007, on April 3, 2007 establishing the City's current capital expansion fees; and

WHEREAS, City staff has completed a comprehensive five (5) year review of capital expansion fees established in Resolution #R-38-2007 and is recommending changes to these fees as set out in the Capital Expansion Fee Schedule attached hereto as Exhibit A and incorporated by reference (the "CEF Schedule") to more accurately reflect actual growth related capital costs; and

WHEREAS, City Council desires to adopt the CEF Schedule to more accurately reflect current growth related capital costs pursuant.

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

Section 1. That the City Council hereby finds that the CEF Schedule more accurately reflects the City's actual growth-related capital costs.

Section 2. That the CEF Schedule is hereby adopted and approved as the capital expansion fees for the City of Loveland as authorized in Section 16.38.020.E of the Loveland Municipal Code to become effective as provided in Section 3. below.

Section 3. That the capital expansion fees set forth in the CEF Schedule shall be effective as of January 1, 2013 and shall apply to all building permit applications completed on or after January 1, 2013, subject to annual adjustment thereafter in accordance with Code Section 16.38.110.A. CEF's for commercial and industrial development shall remain at the rates set forth on the CEF Schedule, without increase through December 31, 2013.

Section 4. That Resolution #R-38-2007 shall be superseded as of January 1, 2013 by this Resolution except with respect to building permits completed prior to January 1, 2013, which permits shall continue to be subject to the capital expansion fees as set forth in Resolution #R-38-2007 as adjusted annually in accordance with Code Section 16.38.110.A.

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

ADOPTED this 20th day of November, 2012.

Cecil A. Gutierrez, Mayor

Attest: Teresa G. Andrews, City Clerk

Exhibit A is available in the City Clerk's Office

16. ECONOMIC DEVELOPMENT

Supplemental Appropriation – Fund Way Finding Signs

1st Rdg Ord & P.H.

Administrative Action: Economic Development Director Betsey Hale introduced this item. Existing lodging tax reserves are being used to fund a signage program directing visitors and residents to places of interest in Loveland. Reserves that have been saved are used as the funding source. The drawdown of reserves limits the flexibility for other projects to be funded within the fund. The lodging tax reserve fund balance is \$718,000.00. The Mayor opened the public hearing at 9:28 p.m. and hearing no comments closed the meeting at 9:28 p.m. Councilor Shaffer move to approve and ordered published on second reading "AN ORDINANCE ENACTING A SUPPLEMENTAL BUDGET AND APPROPRIATION TO THE 2012 CITY OF LOVELAND BUDGET TO FUND WAY FINDING SIGNS THROUGHOUT LOVELAND WITH LOVELAND LODGING TAX FUNDS". Councilor Trenary seconded the motion and a roll call vote was taken with all Councilors present voting to approve.

17. ECONOMIC DEVELOPMENT

Agreements with Lightning Hybrids, Inc

Resolution #R-82-2012

Administrative Action: Mike Scholl with the Economic Development Department introduced this item. This is an administrative action. The resolution authorizes the City Manager to sign a purchasing agreement with Lightning Hybrids (LH) for a hydraulic hybrid retrofit of two City buses and an amendment to the economic incentive agreement with Lightning Hybrids dated July 10, 2009. Staff has negotiated a contract with Lightning Hybrids that would apply the \$28,000 owed to the City for nonperformance under the incentive agreement towards the retrofit of the City buses. Councilor Shaffer moved to approve Resolution #R-82-2012 approving Lightening Hybrids, Inc. Hydraulic Hybrid retrofit system agreement and amendment number one to Lightening Hybrids, Inc. Economic incentive and performance agreement. Councilor McKean seconded the motion and a roll call vote was taken with all Councilors present voting to approve.

RESOLUTION #R-82-2012

A RESOLUTION APPROVING LIGHTNING HYBRIDS, INC. HYDRAULIC HYBRID RETROFIT SYSTEM AGREEMENT AND AMENDMENT NUMBER ONE TO LIGHTNING HYBRIDS, INC. ECONOMIC INCENTIVE AND PERFORMANCE AGREEMENT

City Council
November 20, 2012
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WHEREAS, Lightning Hybrids, Inc. ("LHI") is a start –up company established in 2008 and engaged in green technology automotive research, development and manufacturing in Loveland, Colorado; and

WHEREAS, LHI and the City entered into that certain Lightning Hybrids, Inc. Economic Incentive and Performance Agreement dated July 10, 2009 (the "Incentive Agreement"), approved by City Council by adoption of Resolution #R-64-2009; and

WHEREAS, pursuant to the Incentive Agreement, the City made an incentive payment in the amount of \$50,000.00 to LHI for LHI's creation and maintenance for 12 consecutive months of 25 "Qualified Jobs" within a 24 month period, as more fully set forth therein; and

WHEREAS, the Incentive Agreement further provided that in the event that LHI failed to satisfy the requirement of creating 25 Qualified Jobs and maintaining them for at least 12 full consecutive months within the 24 month period, it shall pay to the City two thousand dollars (\$2,000.00) for each Qualified Job short of the 25 Qualified Jobs; and

WHEREAS, the Owners, as the controlling principals of LHI, guaranteed LHI's obligations under the Incentive Agreement, as more fully set forth therein; and

WHEREAS, early stage investor requirements and general economic conditions have inhibited LHI from meeting the job creation requirements under the Incentive Agreement; and

WHEREAS, LHI has created and maintained 11 jobs, resulting in an obligation to repay to the City two thousand dollars (\$2,000.00) for each of the 14 jobs that have not been created and maintained within the time frame required by the Incentive Agreement, for a total repayment obligation of twenty eight thousand dollars (\$28,000.00); and

WHEREAS, LHI and the City desire to enter into an agreement pursuant to which LHI will provide the City with two hybrid retrofit systems for City buses at a total cost of fifty two thousand dollars (\$52,000.00) (the "Retrofit Agreement") attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, LHI and the City also desire that the Repayment Amount shall be applied to amounts due from the City under the Retrofit Agreement on the terms and conditions set forth therein and in Amendment Number One to the Incentive Agreement attached hereto as Exhibit B and incorporated herein by reference.

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

Section 1. That the Retrofit Agreement attached hereto as Exhibit A and incorporated herein by reference is hereby approved.

Section 2. That Amendment Number One to the Incentive Agreement attached hereto as Exhibit B and incorporated herein by reference is hereby approved.

Section 3. That the City Manager is authorized, following consultation with the City Attorney, to modify the Retrofit Agreement and Amendment Number One to the Incentive Agreement in form or substance as deemed necessary to effectuate the purposes of this resolution or to protect the interests of the City.

Section 4. That the City Manager and the City Clerk are hereby authorized and directed to execute the Retrofit Agreement and Amendment Number One to the Incentive Agreement on behalf of the City of Loveland.

Section 5. That this Resolution shall be effective as of the date and time of its adoption.

ADOPTED this 20th day of November, 2012.

Cecil A. Gutierrez, Mayor

Attest: Teresa G. Andrews, City Clerk

Exhibit A and B are available in the City Clerk's Office

18. ECONOMIC DEVELOPMENT

Discussion of a Common Consumption Area in Downtown Loveland

Information Only

This item is information only. Staff will present findings on the creation of a Common Consumption area in Loveland. Earlier this year, a Common Consumption area was created in Downtown Greeley. City Council requested that staff look into the issue and determine if it was feasible in Downtown Loveland. The Common Consumption area would allow for patrons of downtown establishments to carry alcoholic beverages freely from one establishment to another within a defined area and defined time period.

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ADJOURNMENT

Having no further business to come before Council, the November 20, 2012 Regular Meeting was adjourned at 10:35 p.m.

Respectfully Submitted,

Teresa G. Andrews, City Clerk

Cecil A. Gutierrez, Mayor



CITY OF LOVELAND
 ECONOMIC DEVELOPMENT OFFICE
 Civic Center • 500 East Third • Loveland, Colorado 80537
 (970) 962-2304 • FAX (970) 962-2900 • TDD (970) 962-2620

AGENDA ITEM: 2
MEETING DATE: 12/4/2012
TO: City Council
FROM: Betsey Hale, Economic Development Department
PRESENTER: Betsey Hale

TITLE: An ordinance enacting a supplemental budget and appropriation to the 2012 City of Loveland budget to fund wayfinding signs throughout Loveland with Loveland lodging tax funds

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. Existing lodging tax reserves are being used to fund a signage program directing visitors and residents to places of interest in Loveland.

BUDGET IMPACT:

- Positive
- Negative: This is \$186,000.00 of Lodging Tax reserves not general fund dollars
- Neutral or negligible

Reserves that have been saved are used as the funding source. The drawdown of reserves limits the flexibility for other projects to be funded within the fund. The lodging tax reserve fund balance is \$718,000.00.

SUMMARY: At the City Council Advance in January of 2012, the Council directed staff to make wayfinding in Loveland a Council priority for 2012. In 2009, the City Council and the Loveland Downtown Team unanimously adopted the Hip Streets plan which made recommendations on sign design and locations. On September 19th, 2012 the Community Marketing Commission unanimously approved a motion recommending City Council make a supplemental appropriation of \$186,000.00 of lodging tax reserves for the purpose of placing way finding

signs throughout Loveland. On October 2nd, 2012, the Loveland Downtown Team unanimously supported the CMC's recommendation on funding, sign design and locations. Support for this request is consistent with the Destination Loveland Strategic plan adopted by City Council in November of 2011. The plan states the City should, "enhance way-finding in Loveland, including improved directional signs to the historic downtown district and other Loveland attractions." The use of lodging tax revenue for this purpose is consistent with the Loveland Municipal Code Section 3.24.105 which defines the use restrictions of the funds.

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 place wayfinding signs throughout Loveland.

FIRST READING: November 20, 2012

SECOND READING: December 4, 2012

ORDINANCE NO. _____

AN ORDINANCE ENACTING A SUPPLEMENTAL BUDGET AND APPROPRIATION TO THE 2012 CITY OF LOVELAND BUDGET TO FUND WAYFINDING SIGNS THROUGHOUT LOVELAND WITH LOVELAND LODGING TAX FUNDS

WHEREAS, the City imposes a lodging tax pursuant to Chapter 3.24 of the Loveland Municipal Code for the purpose of promoting tourism, conventions, and related activities within the City by marketing the City and sponsoring community events, both in support of this purpose (the “Dedicated Purpose”); and

WHEREAS, the City has reserved funds from lodging tax revenue not appropriated at the time of the adoption of the City budget for 2012; and

WHEREAS, on September 19, 2012, the Community Marketing Commission unanimously approved a motion recommending that City Council authorize the expenditure of reserved funds from lodging tax revenues for the purpose of placing wayfinding signs throughout Loveland, which markets the City by promoting tourism and related activities and is consistent with the Dedicated Purpose; and

WHEREAS, the City Council desires to authorize the expenditure of such funds for this purpose 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 reserves in the amount of \$186,500 from fund balance in the Lodging Tax Fund 206 are available for appropriation. Revenues in the total amount of \$186,500 are hereby appropriated for placing wayfinding signs throughout Loveland 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
Lodging Tax Fund 206**

Revenues	
Fund Balance	186,500
Total Revenue	186,500
Appropriations	
206-18-182-1504-49399-EDWAYFIND Other Capital	186,500
Total Appropriations	186,500

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.

Section 3. That this Ordinance shall be in full force and effect upon final adoption, as provided in City Charter Section 11-5(d).

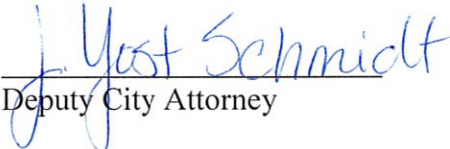
ADOPTED this 4th day of December, 2012.

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: 3
MEETING DATE: 12/4/2012
TO: City Council
FROM: Greg George, Development Services
PRESENTER: Kerri Burchett, Current Planning

TITLE:

1. An ordinance approving the annexation of certain territory to the City of Loveland, Colorado, to be known and designated as “Mehaffey Park First Addition” to the City of Loveland;
2. An ordinance amending Section 18.04.040 of the Loveland municipal code, the same relating to zoning regulations for “Mehaffey Park First Addition” to the City of Loveland; and
3. An ordinance amending Section 18.04.040 of the Loveland Municipal Code, the same relating to zoning regulations for certain property located in Tract “B”, Vanguard-Famleco First Addition and a portion of Tract “C”, Vanguard-Famleco Second Addition, City of Loveland, Larimer County Colorado

RECOMMENDED CITY COUNCIL ACTION:

City staff recommends the following motions for City Council action as recommended by the Planning Commission:

1. Move to adopt on second reading the ordinance annexing the Mehaffey Park First Addition to the City of Loveland, subject to the Planning Commission condition set forth in Section III of the attached City Council staff memorandum dated November 20, 2012; and
2. Move to adopt on second reading the ordinance zoning the Mehaffey Park First Addition to the City of Loveland to PP-Public Park District; and
3. Move to adopt on second reading the ordinance rezoning 9.36 acres from the Meadowbrook Ridge Planned Unit Development to Public Park District and approving the Meadowbrook Ridge PUD (#P-67) General Development Plan First Amendment to reflect such rezoning.

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:

- A legislative action to adopt an ordinance to annex 60.44 acres of City owned property to be known as the Mehaffey Park Addition;
- A quasi-judicial action to zone the 60.44 acre property PP- Public Park District;
- A quasi-judicial action to rezone the 9.36 acres of City owned property from the Meadowbrook Ridge Planned Unit Development to Public Park District and amend the General Development Plan.

The property is located south of West 29th Street, east of Cascade Avenue, north of 22nd Street and ¼ mile west of Wilson Avenue. The applicant is the City of Loveland, Parks and Recreation Department.

BUDGET IMPACT:

- Positive
 Negative
 Neutral or negligible

SUMMARY:

This proposal is to annex, zone and rezone 69.8 acres of city owned property in order to develop a future public park, called Mehaffey Park. The City purchased the 60.4 acres proposed for annexation in 1997 for the purpose of developing a community park in this location. The City purchased an additional 9.36 acres of property within the Meadowbrook Ridge PUD this year, to expand the area for the park and gain access from West 29th Street. While the specific design of the park is not a component of the annexation, zoning and GDP amendment request, the park is currently being master planned and various public outreach meetings have been held. Development of the park will require approval of a special review, which requires a neighborhood meeting and will provide an opportunity for public input.

The Planning Commission held a public hearing to consider the request on September 24, 2012 and unanimously recommended approval of the annexation and zoning, GDP amendment and rezoning applications. City Council adopted the annexation resolution and ordinances on first reading on November 20, 2012.

REVIEWED BY CITY MANAGER:

William D. Cahill

LIST OF ATTACHMENTS:

- A. Ordinances
 1. Annexation Ordinance
 2. Zoning Ordinance
 3. Rezoning Ordinance
- B. Staff Memorandum

FIRST READING: November 20, 2012

SECOND READING: December 4, 2012

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE ANNEXATION OF CERTAIN TERRITORY TO THE CITY OF LOVELAND, COLORADO, TO BE KNOWN AND DESIGNATED AS "MEHAFFEY PARK FIRST ADDITION" TO THE CITY OF LOVELAND

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

Section 1. That a Petition for Annexation, together with four (4) copies of the map of said territory as required by law, was filed with the City on September 11, 2012, by the Loveland City Manager, on behalf of the City of Loveland as the sole owner of the area of the territory hereinafter described. The Council, by resolution at its regular meeting on November 20, 2012, found and determined that the proposed annexation complies with and meets the requirements of the applicable parts of Section 30(1)(c) of Article II of the Colorado Constitution, and of §§31-12-104(1)(a) and 31-12-105, C.R.S.; is eligible for annexation under §31-12-106(3), C.R.S.; and further determined that an election was not required under Section 30(1)(a) of Article II of the Colorado Constitution and under §31-12-107(2), C.R.S., and further found that no additional terms and conditions were to be imposed upon said annexation except those set out on said Petition.

Section 2. That the annexation to the City of Loveland of the following described property to be designated as "**MEHAFFEY PARK FIRST ADDITION**" to the City of Loveland, Larimer County, Colorado is hereby approved:

PARCEL 1 PROPERTY DESCRIPTION:

That portion of the North Half of Section 9, Township 5 North, Range 69 West of the 6th P.M., County of Larimer, State of Colorado being more particularly described as follows:

Considering the West line of the Northeast Quarter of said Section 9 as bearing South 00°10'56" East and with all bearings contained herein relative thereto:

Beginning at the Northwest corner of the Northeast Quarter of said Section 9; said Northwest corner of the Northeast Quarter of said Section 9 also being the Northeast corner of Tract 'C', VANGUARD-FAMLECO SECOND ADDITION to the City of Loveland, County of Larimer, State of Colorado; thence along the West line of the Northeast Quarter of said Section 9; said West line of the Northeast Quarter of said Section 9 also being the East line of said Tract 'C', VANGUARD-FAMLECO SECOND ADDITION; thence along said West line of the Northeast

Quarter of said Section 9 and along said East line of Tract 'C', VANGUARD-FAMLECO SECOND ADDITION South 00°10'56" East 207.50 feet, more or less, to the Northwest corner of that certain parcel of land as described in Deed recorded at Reception No. 98004036, records of said County; thence departing said West line of the Northeast Quarter of said Section 9 and said East line of Tract 'C', VANGUARD-FAMLECO SECOND ADDITION and along the Northeasterly line of said parcel of land as described in Deed recorded at Reception No. 98004036 South 55°05'44" East 1577.93 feet, more or less, to the Northeast corner of said parcel of land as described in Deed recorded at Reception No. 98004036; said Northeast corner also being a point on the Westerly line of Lot 3, WINDEMERE SEVENTH SUBDIVISION to the City of Loveland, County of Larimer, State of Colorado; thence departing said Northeasterly line of said parcel of land as described in Deed recorded at Reception No. 98004036 and along the Easterly line of said parcel of land as described in Deed recorded at Reception No. 98004036 and along said Westerly line of Lot 3, WINDEMERE SEVENTH SUBDIVISION and along the Westerly line of Lot 1, of said WINDEMERE SEVENTH SUBDIVISION South 17°52'28" East 663.20 feet, more or less, to the Northwest corner of that certain parcel of land as described in Deed recorded at Reception No. 97004655, records of said County and the TRUE POINT OF BEGINNING; thence continuing along said Westerly line of said Lot 1, WINDEMERE SEVENTH SUBDIVISION and along the Easterly line of said certain parcel of land as described in Deed recorded at Reception No. 97004655 South 17°52'28" East 74.83 feet, more or less, to a point on the Westerly line of DURANGO SUBDIVISION-A PLANNED UNIT DEVELOPMENT (Originally known as PARK PLACE SUBDIVISION-A PLANNED UNIT DEVELOPMENT and name changed per City of Loveland Resolution No. R-229-79) to the City of Loveland, County of Larimer, State of Colorado, said Westerly line of DURANGO SUBDIVISION-A PLANNED UNIT DEVELOPMENT also being the Easterly line of said parcel of land as described in Deed recorded at Reception No. 97004655; thence departing said Westerly line of said Lot 1, WINDEMERE SEVENTH SUBDIVISION and along said Westerly line of DURANGO SUBDIVISION-A PLANNED UNIT DEVELOPMENT and continuing along said Easterly line of said parcel of land as described in Deed recorded at Reception No. 97004655 South 18°30'39" West 578.93 feet and again South 30°45'44" West 251.47, more or less, to a point on the North line of QUAIL RUN ADDITION to the City of Loveland, County of Larimer, State of Colorado; thence departing said Westerly line of DURANGO SUBDIVISION-A PLANNED UNIT DEVELOPMENT and said Easterly line of said parcel of land as described in Deed recorded at Reception No. 97004655 and along said North line of QUAIL RUN ADDITION South 89°13'52" West 63.25 feet, more or less, to the Southwest corner of said parcel of land as described in Deed recorded at Reception No. 97004655; said Southwest corner also being a point on the Easterly line of said parcel of land as described in Deed recorded at Reception No. 98004036; thence departing said North line of QUAIL RUN ADDITION and along the Westerly line of said parcel of land as described in Deed recorded at Reception No. 97004655 and along said Easterly line of said parcel of land as described in Deed recorded at Reception No. 98004036 the following five (5) courses and distances: 1) North 28°18'48" East 161.20 feet; 2) North 33°57'42" East 131.30 feet; 3) North 17°36'59" East 506.29 feet; 4) North 25°50'55" East 88.42 feet; 5) North 24°41'07" East 26.62 feet, more or less, to a point on the Westerly line of said Lot 1, WINDEMERE SEVENTH SUBDIVISION; said point also being the Northwest corner of that certain parcel of land as described in Deed recorded at Reception No. 97004655 and the TRUE POINT OF BEGINNING.

Containing 1.11 Acres, more or less, and being subject to all existing easements and/or rights-of-way of record.

PARCEL 2 PROPERTY DESCRIPTION:

That portion of the North Half of Section 9, Township 5 North, Range 69 West of the 6th P.M., County of Larimer, State of Colorado being more particularly described as follows:

Considering the West line of the Northeast Quarter of said Section 9 as bearing South 00°10'56" East and with all bearings contained herein relative thereto:

Beginning at the Northwest corner of the Northeast Quarter of said Section 9; said Northwest corner of the Northeast Quarter of said Section 9 also being the Northeast corner of Tract 'C', VANGUARD-FAMLECO SECOND ADDITION to the City of Loveland, County of Larimer, State of Colorado; thence along the West line of the Northeast Quarter of said Section 9; said West line of the Northeast Quarter of said Section 9 also being the East line of said Tract 'C', VANGUARD-FAMLECO SECOND ADDITION; thence along said West line of the Northeast Quarter of said Section 9 and along said East line of Tract 'C', VANGUARD-FAMLECO SECOND ADDITION South 00°10'56" East 207.50 feet, more or less, to the Northwest corner of that certain parcel of land as described in Deed recorded at Reception No. 98004036, records of said County and the TRUE POINT OF BEGINNING; thence departing said West line of the Northeast Quarter of said Section 9 and said East line of Tract 'C', VANGUARD-FAMLECO SECOND ADDITION and along the Northeasterly line of said parcel of land as described in Deed recorded at Reception No. 98004036 South 55°05'44" East 1577.93 feet, more or less, to the Northeast corner of said parcel of land as described in Deed recorded at Reception No. 98004036; said Northeast corner also being a point on the Westerly line of Lot 3, WINDEMERE SEVENTH SUBDIVISION to the City of Loveland, County of Larimer, State of Colorado; thence departing said Northeasterly line of said parcel of land as described in Deed recorded at Reception No. 98004036 and along the Easterly line of said parcel of land as described in Deed recorded at Reception No. 98004036 and along said Westerly line of Lot 3, WINDEMERE SEVENTH SUBDIVISION and along the Westerly line of Lot 1, of said WINDEMERE SEVENTH SUBDIVISION South 17°52'28" East 663.20 feet, more or less, to the Northwest corner of that certain parcel of land as described in Deed recorded at Reception No. 97004655, records of said County; thence departing said Westerly line of said Lot 1, WINDEMERE SEVENTH SUBDIVISION and along the Easterly line of said parcel of land as described in Deed recorded at Reception No. 98004036 and along the Westerly line of said parcel of land as described in Deed recorded at Reception No. 97004655 the following five (5) courses and distances: 1) South 24°41'07" West 26.62 feet; 2) South 25°50'55" West 88.42 feet; 3) South 17°36'59" West 506.29 feet; 4) South 33°57'42" West 131.30 feet; 3) South 28°18'48" West 161.20 feet, more or less, to a point on the North line of QUAIL RUN ADDITION to the City of Loveland, County of Larimer, State of Colorado; thence departing said Westerly line of DURANGO SUBDIVISION-A PLANNED UNIT DEVELOPMENT and said Easterly line of said parcel of land as described in Deed recorded at Reception No. 98004036 and said Westerly line of said parcel of land as described in Deed recorded at Reception No. 97004655 and along said North line of QUAIL RUN ADDITION South 89°13'52" West 1137.44 feet, more or less,

to the Northwest corner of said QUAIL RUN ADDITION; said Northwest corner also being a point on said West line of the Northeast Quarter of said Section 9 and said East line of Tract 'C', VANGUARD-FAMLECO SECOND ADDITION; thence departing said North line of QUAIL RUN ADDITION and along said West line of the Northeast Quarter and along said East line of Tract 'C', VANGUARD-FAMLECO SECOND ADDITION North 00°10'56" West 2386.49 feet, more or less, to the to the Northwest corner of said certain parcel of land as described in Deed recorded at Reception No. 98004036 and the TRUE POINT OF BEGINNING.

Containing 59.33 Acres, more or less, and being subject to all existing easements and/or rights-of-way of record.

Section 3. That the annexation of said territory is subject to the conditions set forth in Paragraph (14) of the Petition for Annexation of said territory filed with the City of Loveland.

Section 4. That the City Council hereby consents to the inclusion of the annexed territory in the Municipal Subdistrict of the Northern Colorado Water Conservancy District pursuant to Section 37-45-136 (3.6), C.R.S.

Section 5. Should any court of competent jurisdiction determine that any portion of the land annexed in this ordinance was unlawfully annexed, then it is the intent of the City Council that the remaining land lawfully annexed to the City of Loveland should be so annexed and the City Council affirmatively states that it would have annexed the remaining land even though the court declares the annexation of other portions of the land to have been unlawfully annexed.

Section 6. 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).

Dated this 4th day of December, 2012.


ATTEST:

CITY OF LOVELAND, COLORADO:

City Clerk

Mayor

APPROVED AS TO FORM:



Deputy City Attorney

FIRST READING: November 20, 2012

SECOND READING: December 4, 2012

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 18.04.040 OF THE LOVELAND MUNICIPAL CODE, THE SAME RELATING TO ZONING REGULATIONS FOR "MEHAFFEY PARK FIRST ADDITION" TO THE CITY OF LOVELAND

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

Section 1. That Section 18.04.040 of the Loveland Municipal Code and the map referred to therein, said map being part of said Municipal Code and showing the boundaries of the district specified, shall be and the same is hereby amended in the following particulars, to wit:

That the following described property recently annexed to the City of Loveland and within the area known as "**MEHAFFEY PARK FIRST ADDITION**" to the City of Loveland, Colorado, shall be included within the boundaries of the district designated as follows:

PP – PUBLIC PARK DISTRICT

PARCEL 1 PROPERTY DESCRIPTION:

That portion of the North Half of Section 9, Township 5 North, Range 69 West of the 6th P.M., County of Larimer, State of Colorado being more particularly described as follows:

Considering the West line of the Northeast Quarter of said Section 9 as bearing South 00°10'56" East and with all bearings contained herein relative thereto:

Beginning at the Northwest corner of the Northeast Quarter of said Section 9; said Northwest corner of the Northeast Quarter of said Section 9 also being the Northeast corner of Tract 'C', VANGUARD-FAMLECO SECOND ADDITION to the City of Loveland, County of Larimer, State of Colorado; thence along the West line of the Northeast Quarter of said Section 9; said West line of the Northeast Quarter of said Section 9 also being the East line of said Tract 'C', VANGUARD-FAMLECO SECOND ADDITION; thence along said West line of the Northeast Quarter of said Section 9 and along said East line of Tract 'C', VANGUARD-FAMLECO SECOND ADDITION South 00°10'56" East 207.50 feet, more or less, to the Northwest corner of that certain parcel of land as described in Deed recorded at Reception No. 98004036, records of said County; thence departing said West line of the Northeast Quarter of said Section 9 and said East line of Tract 'C', VANGUARD-FAMLECO SECOND ADDITION and along the Northeasterly line of said parcel of land as described in Deed recorded at Reception No.

98004036 South 55°05'44" East 1577.93 feet, more or less, to the Northeast corner of said parcel of land as described in Deed recorded at Reception No. 98004036; said Northeast corner also being a point on the Westerly line of Lot 3, WINDEMERE SEVENTH SUBDIVISION to the City of Loveland, County of Larimer, State of Colorado; thence departing said Northeasterly line of said parcel of land as described in Deed recorded at Reception No. 98004036 and along the Easterly line of said parcel of land as described in Deed recorded at Reception No. 98004036 and along said Westerly line of Lot 3, WINDEMERE SEVENTH SUBDIVISION and along the Westerly line of Lot 1, of said WINDEMERE SEVENTH SUBDIVISION South 17°52'28" East 663.20 feet, more or less, to the Northwest corner of that certain parcel of land as described in Deed recorded at Reception No. 97004655, records of said County and the TRUE POINT OF BEGINNING; thence continuing along said Westerly line of said Lot 1, WINDEMERE SEVENTH SUBDIVISION and along the Easterly line of said certain parcel of land as described in Deed recorded at Reception No. 97004655 South 17°52'28" East 74.83 feet, more or less, to a point on the Westerly line of DURANGO SUBDIVISION-A PLANNED UNIT DEVELOPMENT (Originally known as PARK PLACE SUBDIVISION-A PLANNED UNIT DEVELOPMENT and name changed per City of Loveland Resolution No. R-229-79) to the City of Loveland, County of Larimer, State of Colorado, said Westerly line of DURANGO SUBDIVISION-A PLANNED UNIT DEVELOPMENT also being the Easterly line of said parcel of land as described in Deed recorded at Reception No. 97004655; thence departing said Westerly line of said Lot 1, WINDEMERE SEVENTH SUBDIVISION and along said Westerly line of DURANGO SUBDIVISION-A PLANNED UNIT DEVELOPMENT and continuing along said Easterly line of said parcel of land as described in Deed recorded at Reception No. 97004655 South 18°30'39" West 578.93 feet and again South 30°45'44" West 251.47, more or less, to a point on the North line of QUAIL RUN ADDITION to the City of Loveland, County of Larimer, State of Colorado; thence departing said Westerly line of DURANGO SUBDIVISION-A PLANNED UNIT DEVELOPMENT and said Easterly line of said parcel of land as described in Deed recorded at Reception No. 97004655 and along said North line of QUAIL RUN ADDITION South 89°13'52" West 63.25 feet, more or less, to the Southwest corner of said parcel of land as described in Deed recorded at Reception No. 97004655; said Southwest corner also being a point on the Easterly line of said parcel of land as described in Deed recorded at Reception No. 98004036; thence departing said North line of QUAIL RUN ADDITION and along the Westerly line of said parcel of land as described in Deed recorded at Reception No. 97004655 and along said Easterly line of said parcel of land as described in Deed recorded at Reception No. 98004036 the following five (5) courses and distances: 1) North 28°18'48" East 161.20 feet; 2) North 33°57'42" East 131.30 feet; 3) North 17°36'59" East 506.29 feet; 4) North 25°50'55" East 88.42 feet; 5) North 24°41'07" East 26.62 feet, more or less, to a point on the Westerly line of said Lot 1, WINDEMERE SEVENTH SUBDIVISION; said point also being the Northwest corner of that certain parcel of land as described in Deed recorded at Reception No. 97004655 and the TRUE POINT OF BEGINNING.

Containing 1.11 Acres, more or less, and being subject to all existing easements and/or rights-of-way of record.

PARCEL 2 PROPERTY DESCRIPTION:

That portion of the North Half of Section 9, Township 5 North, Range 69 West of the 6th P.M., County of Larimer, State of Colorado being more particularly described as follows:

Considering the West line of the Northeast Quarter of said Section 9 as bearing South $00^{\circ}10'56''$ East and with all bearings contained herein relative thereto:

Beginning at the Northwest corner of the Northeast Quarter of said Section 9; said Northwest corner of the Northeast Quarter of said Section 9 also being the Northeast corner of Tract 'C', VANGUARD-FAMLECO SECOND ADDITION to the City of Loveland, County of Larimer, State of Colorado; thence along the West line of the Northeast Quarter of said Section 9; said West line of the Northeast Quarter of said Section 9 also being the East line of said Tract 'C', VANGUARD-FAMLECO SECOND ADDITION; thence along said West line of the Northeast Quarter of said Section 9 and along said East line of Tract 'C', VANGUARD-FAMLECO SECOND ADDITION South $00^{\circ}10'56''$ East 207.50 feet, more or less, to the Northwest corner of that certain parcel of land as described in Deed recorded at Reception No. 98004036, records of said County and the TRUE POINT OF BEGINNING; thence departing said West line of the Northeast Quarter of said Section 9 and said East line of Tract 'C', VANGUARD-FAMLECO SECOND ADDITION and along the Northeasterly line of said parcel of land as described in Deed recorded at Reception No. 98004036 South $55^{\circ}05'44''$ East 1577.93 feet, more or less, to the Northeast corner of said parcel of land as described in Deed recorded at Reception No. 98004036; said Northeast corner also being a point on the Westerly line of Lot 3, WINDEMERE SEVENTH SUBDIVISION to the City of Loveland, County of Larimer, State of Colorado; thence departing said Northeasterly line of said parcel of land as described in Deed recorded at Reception No. 98004036 and along the Easterly line of said parcel of land as described in Deed recorded at Reception No. 98004036 and along said Westerly line of Lot 3, WINDEMERE SEVENTH SUBDIVISION and along the Westerly line of Lot 1, of said WINDEMERE SEVENTH SUBDIVISION South $17^{\circ}52'28''$ East 663.20 feet, more or less, to the Northwest corner of that certain parcel of land as described in Deed recorded at Reception No. 97004655, records of said County; thence departing said Westerly line of said Lot 1, WINDEMERE SEVENTH SUBDIVISION and along the Easterly line of said parcel of land as described in Deed recorded at Reception No. 98004036 and along the Westerly line of said parcel of land as described in Deed recorded at Reception No. 97004655 the following five (5) courses and distances: 1) South $24^{\circ}41'07''$ West 26.62 feet; 2) South $25^{\circ}50'55''$ West 88.42 feet; 3) South $17^{\circ}36'59''$ West 506.29 feet; 4) South $33^{\circ}57'42''$ West 131.30 feet; 3) South $28^{\circ}18'48''$ West 161.20 feet, more or less, to a point on the North line of QUAIL RUN ADDITION to the City of Loveland, County of Larimer, State of Colorado; thence departing said Westerly line of DURANGO SUBDIVISION-A PLANNED UNIT DEVELOPMENT and said Easterly line of said parcel of land as described in Deed recorded at Reception No. 98004036 and said Westerly line of said parcel of land as described in Deed recorded at Reception No. 97004655 and along said North line of QUAIL RUN ADDITION South $89^{\circ}13'52''$ West 1137.44 feet, more or less, to the Northwest corner of said QUAIL RUN ADDITION; said Northwest corner also being a point on said West line of the Northeast Quarter of said Section 9 and said East line of Tract 'C', VANGUARD-FAMLECO SECOND ADDITION; thence departing said North line of QUAIL RUN ADDITION and along said West line of the Northeast Quarter and along said East line of

Tract 'C', VANGUARD-FAMLECO SECOND ADDITION North 00°10'56" West 2386.49 feet, more or less, to the to the Northwest corner of said certain parcel of land as described in Deed recorded at Reception No. 98004036 and the TRUE POINT OF BEGINNING.

Containing 59.33 Acres, more or less, and being subject to all existing easements and/or rights-of-way of record.

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 ten days after its final publication, as provided in City Charter Section 4-8(b).

Section 3. 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.

Dated this 4th day of December, 2012.

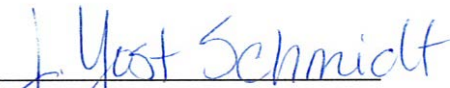
ATTEST:

CITY OF LOVELAND, COLORADO:

City Clerk

Mayor

APPROVED AS TO FORM:



Deputy City Attorney

FIRST READING: November 20, 2012
SECOND READING: December 4, 2012

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 18.04.040 OF THE LOVELAND MUNICIPAL CODE, THE SAME RELATING TO ZONING REGULATIONS FOR CERTAIN PROPERTY LOCATED IN TRACT ‘B’ VANGUARD-FAMLECO FIRST ADDITION AND A PORTION OF TRACT ‘C’, VANGUARD-FAMLECO SECOND ADDITION, CITY OF LOVELAND, LARIMER COUNTY, COLORADO

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

Section 1. That Section 18.04.040 of the Loveland Municipal Code and the map referred to therein, said map being part of said Municipal Code and showing the boundaries of the district specified, shall be and the same is hereby amended in the following particulars, to wit:

That all of the territory located within Tract ‘B’ Vanguard-Famleco First Addition and a portion of the territory located within a portion of Tract ‘C’, Vanguard-Famleco Second Addition, City of Loveland, Larimer County, Colorado (the ‘Property’), more particularly described as:

PARCEL 3 PROPERTY DESCRIPTION:

That portion of the Northwest Quarter of Section 9, Township 5 North, Range 69 West of the 6th P.M., County of Larimer, State of Colorado being more particularly described as follows:

Considering the West line of the Northeast Quarter of said Section 9 as bearing South 00°10'56" East and with all bearings contained herein relative thereto:

BEGINNING at the Northwest corner of the Northeast Quarter of said Section 9; said Northwest corner of the Northeast Quarter of said Section 9 also being the Northeast corner of Tract ‘C’, VANGUARD-FAMLECO SECOND ADDITION to the City of Loveland, County of Larimer, State of Colorado; thence along the West line of the Northeast Quarter of said Section 9; said West line of the Northeast Quarter of said Section 9 also being the East line of said Tract ‘C’, VANGUARD-FAMLECO SECOND ADDITION; thence along said West line of the Northeast Quarter of said Section 9 and along said East line of Tract ‘C’, VANGUARD-FAMLECO SECOND ADDITION South 00°10'56" East 1238.62 feet to a point on a non-tangent curve concave to the Southwest having a central angle of 06°12'55" and a radius of 308.00 feet, the long chord of which bears North 40°35'30" West a distance of 33.39 feet; thence departing said East line of the Northwest Quarter of said Section 9 and Northwesterly along the arc of said curve 33.41 feet; thence tangent from said curve North 43°41'58" West 449.08 feet to the

beginning of a tangent curve concave to the Northeast having a central angle of $42^{\circ}32'06''$ and a radius of 242.00 feet, the long chord of which bears North $22^{\circ}25'55''$ West a distance of 175.56 feet; thence Northwesterly along the arc of said curve 179.66 feet; thence tangent from said curve North $01^{\circ}09'51''$ West 572.61 feet to the beginning of a tangent curve concave to the Southeast having a central angle of $28^{\circ}10'23''$ and a radius of 242.00 feet, the long chord of which bears North $12^{\circ}55'20''$ East a distance of 117.80 feet; thence Northeasterly along the arc of said curve 118.99 feet; thence tangent from said curve North $27^{\circ}00'31''$ East 35.50 feet, more or less, to a point on the North line of the Northwest Quarter of said Section 9; said North line of the Northwest Quarter of said Section 9 also being the North line of said Tract 'C', VANGUARD-FAMLECO SECOND ADDITION; thence along said North line of the Northwest Quarter of said Section 9 and along said North line of said Tract 'C', VANGUARD-FAMLECO SECOND ADDITION North $88^{\circ}50'29''$ East 213.38 feet, more or less, to the Northwest corner of Tract 'B', VANGUARD-FAMLECO FIRST ADDITION to the City of Loveland, County of Larimer, State of Colorado; thence departing said North line of the Northwest Quarter of said Section 9 and said North line of said Tract 'C', VANGUARD-FAMLECO SECOND ADDITION and along the Westerly, Southerly and Easterly lines of said Tract 'B', VANGUARD-FAMLECO FIRST ADDITION the following three (3) courses and distances: 1) South $00^{\circ}31'22''$ West 422.60 feet; 2) North $88^{\circ}50'29''$ East 100.00 feet; 3) North $00^{\circ}31'22''$ East 422.60 feet, more or less, to a point on the North line of the Northwest Quarter of said Section 9; said North line of the Northwest Quarter of said Section 9 also being the North line of said Tract 'C', VANGUARD-FAMLECO SECOND ADDITION; thence departing said Easterly line of said Tract 'B', VANGUARD-FAMLECO FIRST ADDITION and along said North line of the Northwest Quarter of said Section 9 and along said North line of said Tract 'C', VANGUARD-FAMLECO SECOND ADDITION North $88^{\circ}50'29''$ East 50.90 feet, more or less, to the Northwest corner of the Northeast Quarter of said Section 9; said Northwest corner of the Northeast Quarter of said Section 9 also being the Northeast corner of Tract 'C', VANGUARD-FAMLECO SECOND ADDITION and the TRUE POINT OF BEGINNING.

Containing 8.39 Acres, more or less, and being subject to all existing easements and/or rights-of-way of record.

AND

PARCEL 4 PROPERTY DESCRIPTION:

Tract 'B', VANGUARD-FAMLECO FIRST ADDITION to the City of Loveland, County of Larimer, State of Colorado.

Containing 0.97 Acres, more or less, and being subject to all existing easements and/or rights-of-way of record.

which is now included within the boundaries designated "**MEADOWBROOK RIDGE PLANNED UNIT DEVELOPMENT (# P – 67)**" shall be removed therefrom and included within the boundaries of the district designated as follows:

"PP – PUBLIC PARK DISTRICT"

The Property contains 9.36 acres, more or less, and is subject to all easements and rights-of-way now on record or existing.

Section 2. That the **MEADOWBROOK RIDGE GENERAL DEVELOPMENT PLAN – FIRST AMENDMENT**, which Amendment modifies the Meadowbrook Ridge General Development Plan to reflect the removal of the Property (also designated as Parcel E therein) from the Plan and is on file in the Building Division and incorporated herein by this reference, is hereby approved.

Section 3. That the Property shall be subject to all applicable zoning regulations for the City of Loveland.

Section 4. 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 5. That the City Clerk is hereby directed to record this Ordinance with the Larimer County Clerk and Recorder after its effective date in accordance with State Statutes.

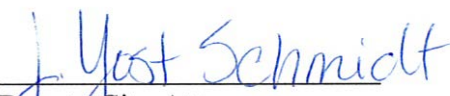
Signed this 4th day of December, 2012.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



Deputy City Attorney



DEVELOPMENT SERVICES Current Planning

500 East Third Street, Suite 310 • Loveland, CO 80537
(970) 962-2523 • Fax (970) 962-2945 • TDD (970) 962-2620
www.cityofloveland.org

MEMORANDUM

TO: City Council

FROM: Kerri Burchett, Principal Planner

DATE: November 20, 2012

RE: Mehaffey Park Addition, Meadowbrook Ridge General Development Plan Amendment and Rezoning

I. EXHIBITS

- A. Staff power point presentation
- B. Planning Commission Minutes dated September 24, 2012
- C. Planning Commission staff report, including:
 1. Narrative provided by the Parks and Recreation Department
 2. Chapter 18.32 PP - Public Park District
 3. Conceptual Master Plan of Park
 4. Annexation Map
 5. General Development Plan Amendment
 6. Rezoning Map

II. EXECUTIVE SUMMARY

A. Project Description

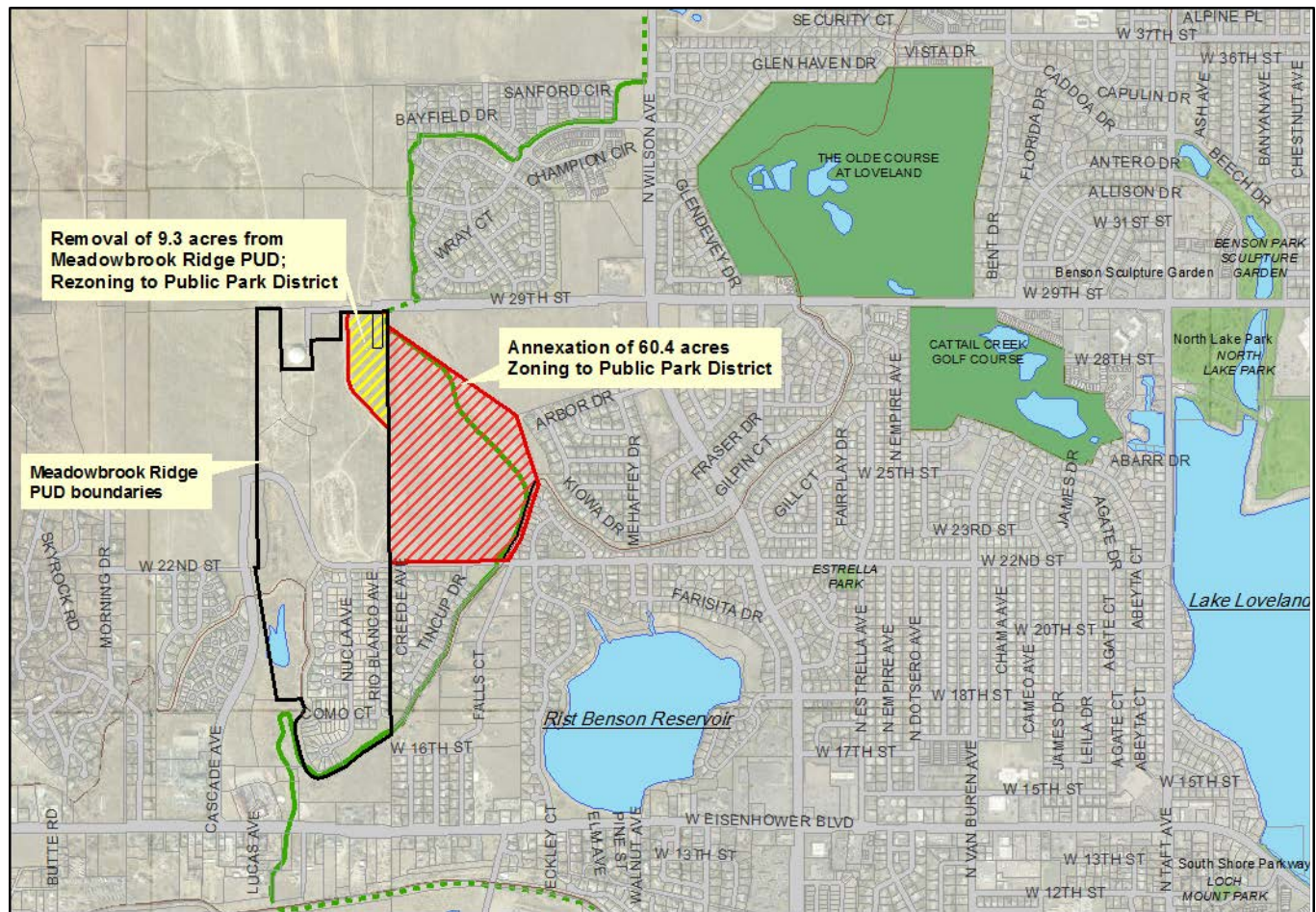
The City Council public hearing is to consider an annexation and zoning, GDP Amendment and rezoning of city owned property in order to develop a future 69.8 acre public park, called Mehaffey Park. The property is located between West 22nd Street and West 29th Street, approximately ¼ mile west of Wilson Avenue (see vicinity map on page 2). Of the 69.8 acres, approximately 60.4 acres are located outside of the city limits, zoned FA-Farming in the County. The City Parks and Recreation Department proposes to annex this property and zone it PP - Public Park District. The remaining 9.3 acres of property lie within the Meadowbrook Ridge Planned Unit Development. The property is vacant and was recently purchased by the City to expand the future park area. The proposal would amend the PUD to exclude the city property from its boundaries and rezone the property to PP - Public Park District. The property to be

extracted represents Development Area E in the GDP, which permitted 50 duplex units. With the removal of the area, all land use allowances associated with the parcel will be removed from the GDP.

In the Public Park District, the development of a community park located within 500 feet of a residential zone requires approval of a special review. Under these provisions, the Mehaffey Park will require approval of a special review. The special review procedures require a neighborhood meeting and provide an opportunity for public input. A special review can be approved administratively by the Current Planning Division, however the process includes an appeal period in which the application can be appealed to a public hearing with the Planning Commission.

B. Project Location

The property is located south of West 29th Street, east of Cascade Avenue, north of West 22nd Street and approximately ¼ mile west of Wilson Avenue.



The specific design of the park is currently being master planned and various public outreach meetings with the adjacent neighborhoods have been held by the Parks and Recreation Department. While the specific design and development of the park is not a component of the annexation, zoning and GDP amendment request, the master plan is provided to the right for informational purposes only.

The master plan has been reviewed and approved by the Loveland Parks and Recreation Commission for the design and inclusion of elements within the park. It is anticipated that the park would house a variety of activities, including a skate park, tennis, pickleball and a basketball court, multi-purpose fields, a dog park, an adventure playground for children and group and family shelters.



C. Planning Commission Hearing

The Planning Commission held a public hearing regarding the proposal on September 24, 2012. Four residents spoke at the hearing and were all in support of the park. General questions were discussed regarding waste removal and dust abatement. Residents were informed that the design of the development is still in a master plan stage and will require a subsequent neighborhood meeting and approval of a special review. The Planning Commission unanimously recommended approval of the requests. The minutes from the hearing are included as Exhibit B to this staff memorandum.

III. RECOMMENDED CONDITION

The following annexation condition is recommended by the Planning Commission and City staff.

Transportation Development Review

1. All public improvements shall comply with the Larimer County Urban Area Street Standards (LCUASS).



CITY OF LOVELAND

Mehaffey Park

Annexation, Rezoning & GDP Amendment

City Council

November 20, 2012

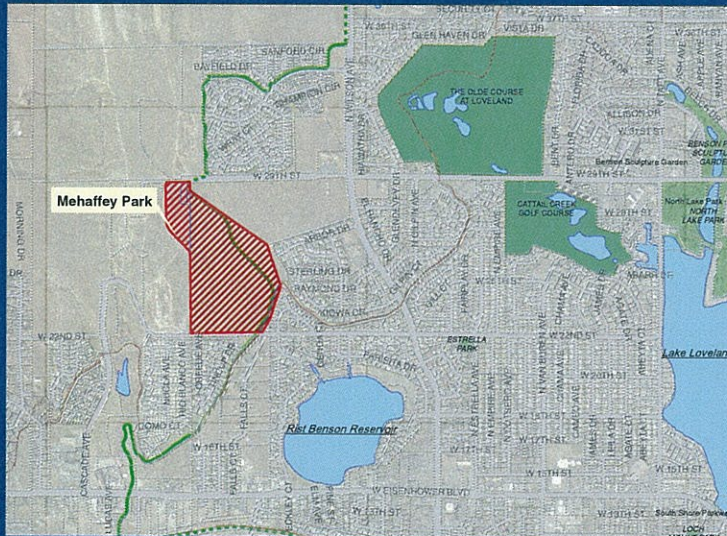
Mehaffey Park

Location:

- Between 22nd and 29th St., ¼ mile west of Wilson Ave.
- 69.8 acres

Request:

1. Annexation and Zoning
2. GDP Amendment
3. Rezoning

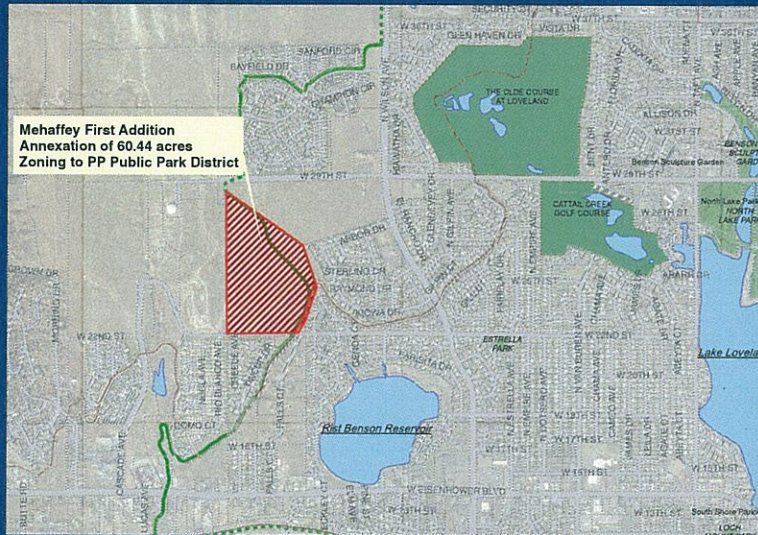


City Council Public Hearing

Nov. 20, 2012

Step 1. Annexation and Zoning

Mehaffey First Addition



Step 2. GDP Amendment

Step 3. Rezoning



Mehaffey Park

- Combined result in 69.8 acre community park.
- PP District requires Special Review process due to proximity of residential uses.
- Special Review for design; neighborhood meeting; administrative approval with appeal period.



City Council Public Hearing Nov. 20, 2012

Planning Commission Recommendation

- Recommend approval of annexation, zoning, GDP Amendment and Rezoning with the annexation condition listed in staff report.

City Council Public Hearing Nov. 20, 2012

Next Steps

1. Replat the property
2. Special Review Process
 - Submit in January 2013
 - Neighborhood meeting
 - Final review next spring
3. Start construction summer 2013
4. Park to open in late summer 2014



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CITY OF LOVELAND
PLANNING COMMISSION MINUTES
September 24, 2012

A meeting of the City of Loveland Planning Commission was held in the City Council Chambers on September 24, 2012 at 6:30 p.m. Members present: Chairman Meyers; Vice Chairman Middleton; and Commissioners Molloy, Ray, Dowding, Krenning and Leadbetter. Commissioners Crescibene and Fancher were absent. City Staff present: Kerri Burchett, Current Planning; Janet Meisel-Burns, Parks and Recreation; Keith Reester, Public Works; Judy Schmidt, Deputy City Attorney.

These minutes are a general summary of the meeting. For more detailed information, audio and videotapes of the meeting are available for review in the Community Services office.

COMMITTEE REPORTS

Commissioner Molloy reported the Title 18 Committee met and will soon be bringing the flow chart for the site development plan as well as discussed public notice requirements.

COMMISSIONER COMMENTS

There were no comments.

APPROVAL OF THE MINUTES

Commissioner Ray made a motion to adopt the meeting minutes of September 10. Upon a second by Commissioner Molloy the motion was unanimously adopted (Chair Meyers abstained).

REGULAR AGENDA

1. Mehaffey Park First Addition and Meadowbrook Ridge General Development Plan First Amendment.

This is a public hearing to consider an annexation and zoning of 60.4 acres of City owned property, a general development plan amendment to the Meadowbrook Ridge PUD, and a rezoning of 9.3 acres of City owned property in order to develop a future public park, called Mehaffey Park. The property is located south of West 29th Street, east of Cascade Avenue, north of West 22nd Street and approximately ¼ mile west of Wilson Avenue.

Kerri Burchett, Current Planning, gave a brief introduction on this item reporting the city has owned the park site for 15-years and that it was always intended to be a park. She emphasized that

1 the intent of meeting was not the design of the park and stated that staff is recommending the
2 Planning Commission recommend adoption of the plan to City Council.

3
4 **Janet Meisel-Burns, Senior Park Planner**, reported two neighborhood meeting were held and that
5 the majority of concerns were access and traffic. She highlighted the Master Plan, the park theme,
6 and trail connectivity. She emphasized the park would not be used for weekend leagues and would
7 have all the normal activities of a typical park with the inclusion of a dog park.

8
9 **Chair Meyers** reemphasized the renderings were a conceptual design.

10 **Ms. Meisel-Burns** reported the Parks and Recreation Board adopted the plan. She explained how
11 parks are determined and included in the City's Comprehensive Plan and spoke of how national
12 averages are used to determine if a community is lacking in a particular park component, and in
13 Loveland it was 8 tennis courts. She commented there currently is only one dog park in Loveland at
14 the Fairgrounds Park, and stated that it has been "loved" to death shoe spoke of the need and the
15 demand for an additional dog park.

16 **Vice Chair Middleton** asked if funds are available and money set aside for the care and upkeep of
17 the park, if it were approved. Ms. Meisel-Burns stated it was and that City Council has it funded in
18 their O&M budget.

19 There was a discussion regarding neighborhood connectivity, it was stated that when Rio Blanco is
20 built out there would be full pedestrian access and the "stub outs" in the conceptual design show
21 pedestrian access and connectivity. Ms. Burchett responded to comments regarding notice and
22 stated there is a list already created.

23 **Ms. Meisel-Burns** gave the website address for the park: www.cityofloveland.org/Mehaffey

24
25 **Public Comment**

26 **Amy Lewark, 2916 Kiowa Drive**, spoke in support of the Park and it was very important to have a
27 safe public space in her neighborhood.

28 **Janet Popp, 3023 Sanford Circle and president of the Loveland Tennis Association**, spoke in
29 support of the Park and of the additional tennis courts and commented that the two largest tennis
30 tournaments in northern Colorado are in Loveland.

31 **Michele Yarberry, 3895 Downieville Street**, expressed concerns regarding people not picking up
32 their dog waste and asked if there were plans to further address the issue.

1 **Vice Chair Middleton** reminded the audience the only issue for discussion was the annexation and
2 zoning.

3 **Michael Christianson, 1865 Rio Blanco Avenue**, stated he supported the project but expressed
4 concerns regarding dust abatement.

5 **STAFF COMMENTS**

6 **Ms. Meisel-Burns** commented that there are signs and bags in the parks and along the trails for
7 people to pick up after their pets. She clarified enforcement of this issue is conducted by both the
8 police department and Larimer Animal Control. She commented the state dust mitigation protocol
9 will be followed at all times during the construction.

10 **COMMISSIONER COMMENTS**

11 **Commissioner Krenning** supported the application.

12 **Commissioner Ray** supported the application and stated he believed this was the last big park for
13 Loveland and hoped the community would be involved in the design.

14 **Commissioner Dowding** supported the project and all the features. She expressed concerns
15 regarding the lack of access on the northeast and would like to see future connectivity planned out.

16 **Vice Chair Middleton** supported the zoning stating it was a good plan for the area and was pleased
17 that maintenance was included in the City's operating and maintenance budget. He stated he would
18 like to know if the community has issues regarding nighttime lighting.

19 **Commissioner Molloy** commented the park was designed by the community and his only concern
20 was that he did not think the park was big enough.

21 **Chair Meyers** stated this was a big deal for the City and hopes it grows over time if it is affordable.
22 He supported the annexation

23 *Vice Chair Middleton made a motion to make the findings listed in Section VIII of the Planning
24 Commission staff report dated September 24, 2012 and, based on those findings, recommend that
25 City Council approve the Mehaffey Park First Addition, subject to the condition listed in Section
26 IX, as amended on the record, and zone the addition to Public Park District. Upon a second by
27 Commissioner Ray the motion was unanimously adopted.*

28
29 *Vice Chair Middleton made a motion Move to make the findings listed in Section VIII of the
30 Planning Commission staff report dated September 24, 2012 and., based on those findings*

1 *recommend that City Council approve the Meadowbrook Ridge PUD General Development Plan*
 2 *First Amendment. Upon a second by Commissioner Ray the motion was unanimously adopted.*

3
 4 *Vice Chair Middleton made a motion to make the findings listed in Section VIII of the Planning*
 5 *Commission staff report dated September 24, 2012 and, based on those findings, recommend that*
 6 *City Council rezone 9.36 acres from the Meadowbrook Ridge PUD to Public Park District. Upon*
 7 *a second by Commissioner Ray the motion was unanimously adopted.*

8
 9 **RECOMMENDED CONDITIONS**

10
 11 The following conditions are recommended by City Staff.

12
 13 Annexation

14 Transportation Development Review

15
 16 1. All public improvements shall comply with the Larimer County Urban Area Street Standards
 17 (LCUASS).

18
 19 2. Community Sustainability Plan.

20
 21 This is the Draft Community Sustainability Plan. In 2008 the City of Loveland began a staff
 22 initiated effort to define and establish sustainability efforts for the City of Loveland this
 23 document reflects the work of that effort and identifies what steps the city has already taken to
 24 guide and improve sustainability in the community. Staff is seeking Planning Commission
 25 input on the Plan.

26
 27 **Keith Reester, Director of Public Works**, introduced the Community Sustainability Plan (the
 28 "Plan") and of the goal statements.

29
 30 **Commissioner Ray** asked how Planning Department has been involved with the Plan.

31
 32 **Ms. Burchett** stated she was not prepared to speak to the issue because she has not be directly
 33 involved in the discussions. She commented that this is an opportunity to be a part of the Plan and
 34 was hopeful that there would be future discussions regarding sustainability, alternative energy and
 35 energy conservation.

36
 37 **Vice Chair Middleton** asked how oil and gas would be integrated into the Plan, or would it even be
 38 included.

39
 40 **Mr. Reester** stated there is interest on the topic noting that it is a policy issue to be adopted by City
 41 Council and then included in the next draft of the Plan.

1 **Commissioner Molloy** asked if the city has considered more LEED projects.

2

3 **Mr. Reester** stated there is no policy to require new projects to be LEED certified but there was
4 support for green building.

5

6 **Mr. Reester** responded to Commissioner Dowding's questions regarding how the goals would be
7 measured and scored. He stated that is one of the most challenging parts of the Plan and would be
8 dealt with on a departmental basis.

9

10 **Commissioner Dowding** stated she liked the concept of looking at previously established standards
11 and linking onto those.

12

13 **Commissioner Krenning** stated that Public Works and all the employees for what they do.

14

15 **Chair Meyers** stated that he would like to see the City use local company's/firms when at all
16 possible and purchase American made vehicles.

17

18 After further discussion regarding purchasing practices, Mr. Reester clarified local firms are used
19 whenever possible.

20

21 **ADJOURNMENT**

22

23 *Vice Chair Middleton made a motion to adjourn. Upon a second by Commissioner Molloy the*
24 *motion was unanimously adopted.*

25

26

27 
Buddy Meyers, Chair

28

29

30 
Vicki Mesa, Secretary

31



Development Services Current Planning

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www.cityofloveland.org

Planning Commission Staff Report

September 24, 2012

Agenda #: Regular Agenda - 1

Title: Mehaffey Park First Addition and Meadowbrook Ridge General Development Plan First Amendment

Applicant: City of Loveland Parks and Recreation Department, Janet Meisel-Burns

Request: **Annexation, Zoning, General Development Plan Amendment and Rezoning**

Location: South of West 29th Street, east of Cascade Avenue, north of 22nd Street and ¼ mile west of Wilson Avenue.

Existing Zoning: County FA -Farming and City Planned Unit Development

Staff Planner: Kerri Burchett

Staff Recommendation

APPROVAL of the annexation and zoning, GDP amendment and rezoning.

Recommended Motions:

1. Move to make the findings listed in Section VIII of the Planning Commission staff report dated September 24, 2012 and, based on those findings, recommend that City Council approve the Mehaffey Park First Addition, subject to the condition listed in Section IX, as amended on the record, and zone the addition to Public Park District;
2. Move to make the findings listed in Section VIII of the Planning Commission staff report dated September 24, 2012 and., based on those findings recommend that City Council approve the Meadowbrook Ridge PUD General Development Plan First Amendment,; and
3. Move to make the findings listed in Section VIII of the Planning Commission staff report dated September 24, 2012 and, based on those findings, recommend that City Council rezone 9.36 acres from the Meadowbrook Ridge PUD to Public Park District.

Summary of Analysis

This is a public hearing concerning the annexation and zoning of a new 69.8 acre community park on West 22nd Street. The hearing is to consider the following items:

- An annexation and zoning of 60.44 acres of City owned property. The property would be zoned PP - Public Park District;
- An amendment to the Meadowbrook Ridge PUD General Development Plan. The amendment would remove 9.36 acres of City owned property from the PUD boundaries; and
- A rezoning of the 9.36 acres of property removed from the PUD boundaries to PP - Public Park District.

Staff believes that all key issues have been resolved based on City Code and standards. The development of the park, which is currently in a conceptual stage, will require a special review application and a subsequent neighborhood meeting. Special review applications can be approved administratively, however there is an appeal period in which an application can be appealed to a public hearing with the Planning Commission.

I. SUMMARY

This proposal is to annex, zone and rezone 69.8 acres of city owned property in order to develop a future public park, called Mehaffey Park. The property is located south of West 29th Street, east of Cascade Avenue, north of West 22nd Street and approximately ¼ mile west of Wilson Avenue (see vicinity map on page 3). Of the 69.8 acres, approximately 60.4 acres are currently located outside of the city limits, zoned FA-Farming in the County. The applicant, which is the City Parks and Recreation Department, proposes to annex this property and zone it PP - Public Park District. The remaining 9.3 acres of property lie within the Meadowbrook Ridge Planned Unit Development. The property is vacant and was recently purchased by the City to expand the future park area. The proposal would amend the PUD to exclude the city property from its boundaries and rezone the property to PP - Public Park District. The property to be extracted represents Development Area E in the GDP, which permitted 50 duplex units. With the removal of the development area, all land use allowances associated with the parcel will also be removed from the GDP.

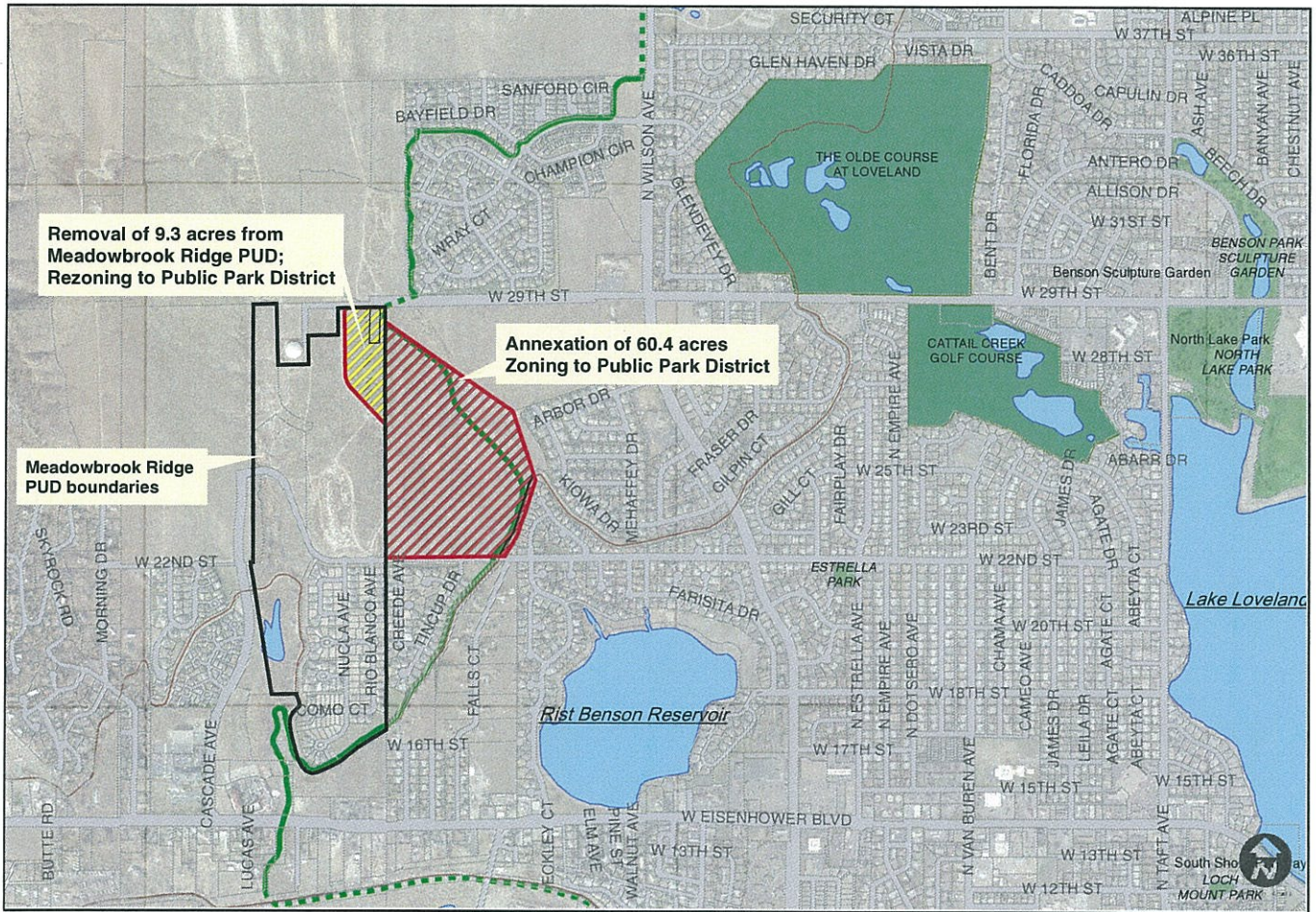
The specific design of the park is currently being master planned and various public outreach meetings with the adjacent neighborhoods have been held by the Parks and Recreation Department. The master plan has been reviewed and approved by the Loveland Parks and Recreation Commission for the design and inclusion of elements within the park. In the Public Park District, the development of a community park located within 500 feet of a residential zone requires approval of a special review. Under these provisions, the Mehaffey Park will require approval of a special review. The special review procedures require a neighborhood meeting and provide an opportunity for public input. A special review can be approved administratively by the Current Planning Division, however the process includes an appeal period in which the application can be appealed to a public hearing with the Planning Commission.

While the specific design and development of the park is not a component of the annexation, zoning and GDP amendment request, the master plan is included as **Attachment 3** in this report. It is anticipated that the park would house a variety of activities, including a skate park, tennis, pickleball and a basketball court, multi-purpose fields, a dog park, an adventure playground for children and group and family shelters.

II. ATTACHMENTS

1. Narrative provided by the Parks and Recreation Department
2. Chapter 18.32 PP - Public Park District
3. Conceptual Master Plan of Park
4. Annexation Map
5. General Development Plan Amendment
6. Rezoning Map

III. VICINITY MAP



IV. SITE DATA

A. ANNEXATION

ACREAGE OF SITE GROSS	60.44 AC
MASTER PLAN DESIGNATION	LOW DENSITY RESIDENTIAL & PARKS, OPEN LANDS, CONSERVATION EASEMENT, GOLF COURSE AND CEMETERIES
EXISTING ZONING	LARIMER COUNTY FA FARMING
PROPOSED ZONING.....	PUBLIC PARK DISTRICT
EXISTING USE	VACANT
EXIST ADJ ZONING & USE - NORTH.....	PUD / SF RESIDENTIAL
EXIST ADJ ZONING & USE - SOUTH	COUNTY FA / VACANT AND R-1 RESIDENTIAL / SF RESIDENTIAL
EXIST ADJ ZONING & USE - WEST.....	PUD / VACANT
EXIST ADJ ZONING & USE - EAST.....	R-1 RESIDENTIAL / SF RESIDENTIAL AND DR DEVELOPING RESOURCE / VACANT
UTILITY SERVICE – WATER, SEWER	CITY OF LOVELAND
UTILITY SERVICE – ELECTRIC.....	CITY OF LOVELAND

B. GENERAL DEVELOPMENT PLAN AMENDMENT

ACREAGE OF EXISTING GDP-GROSS/NET	122.88 AC / 95.59 AC
ACREAGE OF GDP AFTER AMENDMENT-GROSS/NET	113.52 / 86.14
MASTER PLAN DESIGNATION	LOW DENSITY RESIDENTIAL
EXISTING ZONING	PLANNED UNIT DEVELOPMENT
EXISTING USE	VACANT IN AREA OF AMENDMENT
NUMBER OF DWELLING UNITS APPROVED	461
NUMBER OF DWELLING UNITS AFTER AMENDMENT.....	411

C. REZONING

ACREAGE OF SITE.....	9.36 AC
MASTER PLAN DESIGNATION	LOW DENSITY RESIDENTIAL
EXISTING ZONING	PUD MEADOWBROOK RIDGE
PROPOSED ZONING.....	PP-PUBLIC PARK DISTRICT
EXISTING USE	VACANT

V. KEY ISSUES

City staff believes that all key issues have been addressed. At the neighborhood meeting, no concerns were voiced regarding the annexation, zoning, GDP amendment or rezoning applications. Comments were received regarding the conceptual design of the park, which is not a component of this request. The neighbors were provided information regarding the special review process and a neighborhood meeting will be held in the future to discuss the specific design of the park.

VI. BACKGROUND

Annexation Parcel

The City's Parks and Recreation Department purchased the property proposed for annexation in 1997 for the purpose of developing a community park. The property is zoned FA Farming in Larimer County and until recently remained in agricultural production. A pedestrian trail was constructed in 2003 when the City completed the underpass at US Highway 34. The trail will be modified or relocated during the construction of Mehaffey Park. A pedestrian connection will remain in the park as part of the City's Recreation Trail.

General Development Plan Amendment/Rezoning Parcel

The City purchased 9.36 acres of property within the Meadowbrook Ridge PUD this year, to expand the area for the proposed community park and gain access from West 29th Street. The general development plan for Meadowbrook Ridge was approved by City Council in 2001. While Development Area E in the GDP will be removed from the PUD boundaries, the remaining zoning areas in the GDP will remain unchanged.

VII. STAFF, APPLICANT, AND NEIGHBORHOOD INTERACTION

- A. Notification:** An affidavit was received from Janet Meisel-Burns with the City's Parks and Recreation Department certifying that written notice was mailed to all property owners within 1,000 feet of the property on August 20, 2012 and notices were posted in prominent locations on the perimeter of the site at least 15 days prior to the date of the Planning Commission hearing. Mineral owners were notified on August 24, 2012. In addition, a notice was published in the Reporter Herald on September 8, 2012.
- B. Neighborhood Response:** A neighborhood meeting was held at 6:00 p.m. on September 5, 2012 in the Chilson Center Multipurpose Room. The meeting was attended by 70 neighbors and interested parties along with City staff and consultants. At the meeting, there were no objections voiced to the annexation, zoning, GDP amendment and rezoning requests. Planning staff explained the process and public involvement with the special review application, which will be the next step in the development of the park. The Parks and Recreation Department presented an updated conceptual master plan of the park design. Comments and questions regarding the design focused around traffic, access and parking, lighting, noise and view of the playground, pedestrian access and funding for the park. The neighbors and residents were informed that there would be another neighborhood meeting for the design and development of the park with the special review process.

VIII. FINDINGS AND ANALYSIS

The chapters and sections cited below are from the Loveland Municipal Code.

Annexation and Zoning

A. Annexation Policies and Eligibility

1. **Loveland Comprehensive Master Plan, Section 4.2**
 - a. **Annexation ANX2.A:** *Whether the annexation encourages a compact pattern of urban development.*
 - b. **Annexation ANX2.B:** *Whether the annexation would result in the creation of an enclave*
 - c. **Annexation ANX5.B:** *Whether the applicant has demonstrated that reasonable efforts have been made to assemble adjoining land parcels to allow for the preparation of a master plan for a larger area, rather than submit separate individual proposals.*
 - d. **Annexation ANX1.C and 6:** *Whether the annexation encourages infill development and ensures that land is immediately contiguous to other land in the City that is already receiving City services, discouraging leapfrog and scattered site development.*
 - e. **Growth Management GM7:** *Whether the land proposed for annexation is within the City of Loveland Growth Management Area.*
2. **Loveland Municipal Code, Section 17.04.020:** *The annexation complies with the laws of the State of Colorado regarding annexation and the property proposed for annexation is otherwise eligible to be annexed because there is at least one-sixth contiguity between the City and the area seeking annexation and there is no evidence that two or more of the following conditions have been met:*
 - a. *Less than 50% of the adult residents of the area proposed to be annexed use some of the recreation, civic, social, religious, industrial or commercial facilities of the municipality and less than 25% of its adult residents are employed in the annexing municipality.*

- b. *One-half or more of the land proposed to be annexed is agricultural, and the landowners of such agricultural land have expressed an intention under oath to devote the land to agricultural use for at least five years.*
- c. *It is not physically practical to extend urban service which the municipality provides normally.*

Planning: Staff believes that this finding can be met, based on the following facts:

- The annexation complies with the Colorado State Statutes regarding annexation of lands and is within the City's Growth Management Area.
- No enclaves will be created by this annexation and there is no evidence that two or more of the conditions listed in Section 17.04.020 of the Municipal Code, cited above, have been met.
- The development of the city park will encourage a compact pattern of urban development and will not be leapfrog or scattered site development. The land is immediately contiguous to other land in the City that is already receiving City services.

B. City Utilities/Services and Transportation

1. Loveland Comprehensive Master Plan, Section 4.2

a. **Annexation ANX1.A and B:** *Whether the annexation of land minimizes the length of vehicle trips generated by development of the land and whether the annexation minimizes the short and long term costs of providing community facilities and services for the benefit of the annexed area.*

2. Loveland Municipal Code

a. Section 17.04.040:

(i) *Whether certain public facilities and/or community services are necessary and may be required as a part of the development of any territory annexed to the City in order that the public needs may be served by such facilities and services. Such facilities include, but are not limited to, parks and recreation areas, schools, police and fire station sites, and electric, water, wastewater and storm drainage facilities. Such services include, but are not limited to, fire and police protection, provision of water, and wastewater services.*

(ii) *Whether the annexation and development pursuant to the uses permitted in the zone district will create any additional cost or burden on the existing residents of the City to provide such facilities and services in the area proposed for annexation.*

(iii) *The annexation complies with the water rights requirements set forth in Title 19 of the Loveland Municipal Code.*

b. **Section 17.04.040,:** *Whether all existing and proposed streets in the newly annexed property are, or will be, constructed in compliance with City street standards, unless the City determines that the existing streets will provide proper access during all seasons of the year to all lots and that curbs, gutters, sidewalks, bike lanes, and other structures in compliance with City standards are not necessary to protect public health, safety, and welfare.*

c. **Section 18.04.010:** *The zoning, as proposed, would: lessen congestion in the streets; secure safety from fire, panic, and other dangers; and promote health and general welfare.*

Transportation: Staff believes that this finding can be met, based on the following facts:

- Annexing and zoning property does not warrant compliance with the City's Adequate Community Facilities (ACF) ordinance. A condition is recommended to clearly ensure that all future development or land application within this proposed property shall be in compliance with the City of Loveland Street Plan, the Larimer County Urban Area Street Standards and any updates to either in effect at the time of development application.
- As identified in the City Municipal Code Title 16, a Traffic Impact Study will be required with all future development or other land use applications. The annexation will also be required to dedicate, free and clear, all applicable right-of-way to the City, at no cost to the City, at the time of development.
- Pending future proposed development within this property, of which review and approval by the City is required, the Transportation Engineering staff does not object to the proposed annexation and zoning.

Fire: Staff believes that this finding can be met, based on the following facts:

- The site will comply with the requirements in the ACF Ordinance for response distance requirements from the first due Engine Company (Station 2).
- The proposed annexation/zoning will not negatively impact fire protection for the subject development or surrounding properties.

Water/Wastewater: Staff believes that this finding can be met, based on the following facts:

- The subject annexation is situated within the City's current service area for both water and wastewater.
- Regarding water, the subject area is shown on the City's current Water Master Plan (November 2005). The Water Master Plan does not show any future improvements required for the subject area. The subject area lies within the boosted P1 pressure zone. There is an existing 12" water main within the future right-of-way for Rio Blanco Ave, an existing 12" water main in W 22nd Street and three water mains (two 24" and one 30") in 29th Street. There is an existing 1.5" water service stubbed into the property from the water main in W 22nd Street.
- The subject property is adjacent to the 29th Street 4MG steel water tank. The Water & Power Department has shown in their Master Plan a second 4MG water tank on the adjacent parcel. The City will coordinate the park development with the future tank drain outlet.
- Regarding wastewater, the subject area is shown on the City's current Wastewater Master Plan (September 2010). The Wastewater Master Plan does not show any future improvements required for the subject area. The Wastewater Master Plan shows the subject area within future growth subbasins D07 & D08. There is an existing 8" wastewater main in W 22nd Street available to accept wastewater from the property and there is an existing 4" wastewater service stubbed into the property from this main.
- The Department finds that the annexation and zoning is consistent with the Department's Water and Wastewater master plan by being consistent with the 2005 Comprehensive Master Plan.
- Public facilities are available to serve the development.

Power: Staff believes that this finding can be met, based on the following facts:

- There are underground electrical vaults and conduit along the west side of the proposed park area. 200 amp primary cable can be extended through the existing conduit to the existing vaults from either the vault located in the north west corner of the proposed park or from the south from a vault located on the south side of west 22nd Street and Rio Blanco Avenue.
- The electric facilities are adequate and available for extension to the projected use. The proposed development will not have a negative impact on the City’s electric system and it meets the criteria for level of service as outlined in the ACF ordinance.

Stormwater: Staff believes that this finding can be met, based on the following facts:

- With the annexation and future development, the Developer will engineer certain Stormwater facilities that will adequately collect, detain, and release Stormwater runoff in a manner that will eliminate off-site impacts.
- Development of the subject property pursuant to any of the uses permitted by right under the zoning district would result in impacts on City infrastructure and services that are consistent with current infrastructure and service master plans.

C. Land Use

1. Loveland Comprehensive Master Plan, Section 4.7

- a. Land Use Plan:** *Whether the zoning is consistent with the Loveland Comprehensive Master Plan Land Use Plan or a "major plan amendment" request is being processed concurrently with the annexation and GDP application.*

Planning: Staff believes that this finding can be met, based on the following facts:

- The Comprehensive Master Plan designates the site in two categories: Low Density Residential (LDR) and Parks, Open Lands, Conservation Easements, Golf Courses or Cemeteries. Both categories permit parks and open space as acceptable land uses.
- The Public Park zone district requires that any community park located within 500 feet from a residential zone be processed as a special review. The special review process requires a neighborhood meeting and allows for public comment throughout the process.

2. Loveland Municipal Code

a. Section 18.04.010:

- (i) *Whether the zoning will provide adequate light and air; prevent overcrowding of land; avoid undue concentration of population; and facilitate the adequate provision of transportation, water, sewage, schools, parks, and other public requirements.*
- (ii) *The character of the district and the particular uses permitted by right in the district will preserve the value of buildings and encourage the most appropriate use of land.*

Planning: Staff believes that this finding can be met, based on the following facts:

- Development of the park will provide and promote adequate light and air and be an amenity for the residents in the western portion of the City. Based on the land use proposal of a park, the finding of overcrowding of land and undue concentration of population is not applicable to this request.
- Development of the park will be governed by all applicable City codes and standards in the Public Park District, as well as any special provisions deemed necessary through the special review process.

D. Environmental Impacts

1. Loveland Comprehensive Master Plan, Section 4.2

a. Annexation ANX3.A: *Whether the annexation will comply with the recommendations contained in the adopted Open Lands Plan and preserves open space or natural areas.*

Annexation ANX3.B: *Annexation will be allowed for the purpose of preserving or acquiring open space or natural areas.*

Annexation ANX4.A and B: *If the planning staff and/or the City have determined that significant negative impacts on the environment may occur from development allowed under the proposed zoning, an Environmental Impact Report, including a Wetlands Reconnaissance Report, has been prepared by a qualified specialist.*

Annexation ANX4.B: *Whether the annexation application includes a Phase I Environmental Report, prepared by a qualified specialist, ensuring that the land to be annexed does not contain hazardous or toxic substances that may pose a danger to the City or that reasonable mitigation measures can be taken in the event that such contamination exists.*

Annexation ANX4.D: *All development agreements must deal satisfactorily with any environmental impacts upon the property.*

Planning: Staff believes that this finding can be met, based on the following facts:

- A Phase I Environmental Site Assessment (ESA) was performed by the CTL Thompson in April of 2012. The ESA concluded that there are no recognized environmental conditions existing on the site.
- The development of the proposed community park preserves open space and complies with the philosophies in the Open Lands Plan.

E. Miscellaneous

1. Loveland Municipal Code, Section 17.04.040.F: *Whether the annexation is in the best interest of the citizens of the City of Loveland.*

Planning: Staff believes that this finding can be met, based on the following fact:

- The property proposed for annexation is owned by the City of Loveland and was purchased for the development of a future community park. The annexation and development of the park is in the best interest of the citizens and will provide an amenity to the residents in the western portion of the City.

F. Mineral Extraction Colorado Revised Statute: *The proposed location and the use of the land, and the conditions under which it will be developed, will not interfere with the present or future extraction of a commercial mineral deposit underlying the surface of the land, as defined by CRS 34-1-3021 (1) as amended.*

Planning: Staff believes that this finding can be met, due to the following fact:

- A geologic evaluation and mineral extraction assessment was prepared by CTL Thompson for the property. The assessment concluded that based on the review of geologic maps, published reports, satellite and aerial imagery, and the examination of the site, the potential for commercial mineral resources on the site is considered negligible.

General Development Plan Amendment

G. Land Use

1. Loveland Municipal Code

a. Section 18.41.050.D.4: *Whether the general development plan amendment confirms to the requirements of this Chapter 18.41, to the City's master plans and to any applicable area plan.*

Planning: Staff believes that this finding can be met, due to the following facts:

- The GDP amendment removes approximately 9.36 acres of land from the PUD boundaries for the purpose of expanding the future community park. The property to be removed is labeled as Development Area E in the GDP and was designated for 50 duplex units (see **Attachment 5**). The amendment does not affect any other zoning area within the PUD. The new site data in the PUD is adjusted to reflect the removal of the 9.36 acres and the 50 duplex units.
- The GDP amendment is consistent with the intent of the master plan and is compatible with the LDR designation.

b. Section 18.41.050.D.4(c): *Whether development permitted under the GDP amendment will be complementary to and in harmony with existing development and future development plans for the area in which the GDP is located by:*

- (i) *Incorporating natural physical features into the GDP design and providing sufficient open spaces considering the type and intensity of proposed land uses.*
- (ii) *Incorporating site planning techniques that will foster the implementation of the Loveland Comprehensive Master Plan.*
- (iii) *Incorporating physical design features that will provide a transition between the project and adjacent land uses through the provisions of an attractive entryway, edges along public streets, architectural design, and appropriate height and bulk restrictions on structures.*
- (iv) *Incorporating an overall plan for the design of the streetscape within the project, including landscaping, auto parking, bicycle and pedestrian circulation, architecture, placement of buildings and street furniture.*

Planning: As the GDP amendment is seeking to remove land area from the PUD, the findings concerning the development and design of the GDP are not applicable.

H. City Utilities and Services

1. Loveland Municipal Code

a. Section 18.41.050.D.4

(i) *Development permitted under the zoning established by the GDP will not have negative impacts on City utilities. If such impacts exist, Section 18.41.050.D.4(b) of the Loveland Municipal Code requires City staff to recommend either disapproval of the GDP or reasonable conditions designed to mitigate the negative impacts.*

(ii) *Whether development permitted under the GDP will be complementary to and in harmony with existing development and future development plans for the area in which the GDP is located by incorporating public facilities or infrastructure, or cash-in-lieu, that are reasonably related to the proposed development so that the proposed development will not negatively impact the levels of service of the City's services and facilities.*

Planning: As the GDP amendment is seeking to remove land area from the PUD, the findings concerning the development and design of the GDP are not applicable.

Rezoning of Land Removed from GDP

I. Loveland Comprehensive Master Plan, Section 4.7

1. **Land Use Plan:** *Whether the zoning is consistent with the Loveland Comprehensive Master Plan Land Use Plan or a "major plan amendment" request is being processed concurrently with the application.*

Planning: Staff believes that this finding can be met, based on the following facts:

- The Comprehensive Master Plan designates the site as Low Density Residential (LDR). This category permit parks and open space as acceptable land uses.
- The Public Park zone district requires that any community park located within 500 feet from a residential zone be processed as a special review. The special review process requires a neighborhood meeting and allows for public comment throughout the process. A special review will be processed in accordance with the provisions in Chapter 18.40 of the Municipal Code.

2. **Loveland Municipal Code**

- a. **Section 18.04.010:**

- (i) *Whether the zoning will provide adequate light and air; prevent overcrowding of land; avoid undue concentration of population; and facilitate the adequate provision of transportation, water, sewage, schools, parks, and other public requirements.*
 - (ii) *The character of the district and the particular uses permitted by right in the district will preserve the value of buildings and encourage the most appropriate use of land.*

Planning: Staff believes that this finding can be met, based on the following facts:

- The 9.36 acres will be combined with the 60 acres to the east and developed into a community park. Development of the park will provide and promote adequate light and air and be an amenity for the residents in the western portion of the City. The finding of overcrowding of land and undue concentration of population is not applicable to this request.
- Development of the park will be governed by all applicable City codes and standards in the Public Park District, as well as any special provisions deemed necessary through the special review process.

IX. RECOMMENDED CONDITIONS

The following conditions are recommended by City Staff.

Annexation

Transportation Development Review

1. All public improvements shall comply with the Larimer County Urban Area Street Standards (LCUASS).

Mehaffey Park Annexation and Rezoning Report

1. Summary

The Mehaffey Park property is a site that combines approximately 60.44 acres, currently zone FA, with an approximately 9.36 acre site from a development parcel that had previously been annexed and is currently zoned as P-67 Meadowbrook Ridge PUD. The City of Loveland owns all of the property. Through separate instrument, the General Development Plan for Meadowbrook Ridge PUD #67 is modified to exclude 9.36 acres that consists of an 8.39 acre parcel, and a 0.97 acre parcel. This application is to annex the 60.44 acres, and rezone the three parcels as PP-Public Park District. A recreational trail already has been developed through the site, and is part of a city-wide system that is shown on the City's Parks and Recreation Master Plan map.

2. Compatibility with the City of Loveland Comprehensive Master Plan

The site is shown on the City of Loveland Land Use Plan as "Parks, Open Lands, Conservation Easements, Golf Courses and Cemeteries," and the LDR – Low Density Residential. The City of Loveland Land Use Plan shows a trail through the property which was constructed by the Parks and Recreation Department in 2003. Annexing the site into the city, and zoning the site to PP – Public Park District, are in complete compliance with all of the philosophies, goals and objectives in Section 4 of the Comprehensive Plan.

3. Rezoning Assessment

Zoning the site as PP-Public Park District permits developing the site as a community park and as a use by right if sports lighting if less than 40 feet in height, and if the site is not within 500 feet of residential zoned or occupied housing. This site was purchased for community recreational purposes and is surrounded by existing and proposed residential uses; therefore it will require a Special Review prior to construction of the park.

The park site is surrounded by lands that are zoned R-1 (Developing Low Density Residential,) P-36 (Hunter's Run PUD), P-89, (Hunter's Run West PUD), P-67 (Meadowbrook Ridge PUD), and FA – Farming and DR- Developing Resources. The PUDs are developed, or planned to be developed as low density residential housing. A property located adjacent to the site's northeast boundary remains in a Larimer County (FA-Farming) enclave that is also surrounded by City residentially zoned land.

The PP zone district is compatible with the surrounding land use zones and policies in Section 4 of the Comprehensive Master Plan for the City of Loveland as described below.

Annexation Goals and Objectives (p. 6-8)

ANX1: The capacity of community services and facilities to accommodate development should be considered when annexing new lands into the City.

1. A The annexation of land should minimize the length of vehicle trips generated by development of the land.

This annexation and rezoning proposal reduces vehicle trips by providing a public park within walking and bicycling distance of existing and planned residence.

1. B The annexation of land should minimize the short and long term costs of providing community services and facilities for the benefit of the annexed area.

Costs are minimized because the road system on 22nd Street and 29th Street and utilities are in place to adequately serve the park development. Adequate city utilities are also located on both streets to serve the park.

1. C The annexation of land should encourage infill development and generally ensure that land is immediately contiguous to other land in the City that is already receiving City services. Leapfrog and scattered site development are to be discouraged.

This property is an infill parcel, currently a County enclave, completely surrounded by the City.

1. D The recommendations of the Thompson R2-J School Board or their staff should be considered when evaluating an annexation proposal.

Development of a park provides no additional constraints on the R2J School District and in fact may provide additional practice fields and recreational facilities that could be used by the school district.

1. E Additional extension of City utilities should not be made outside the City limits without formal approval by the City Council.

There are no public utility extensions needed to develop the park. Private connections are planned with the park development.

1. F When annexation is accompanied by a specific development proposal, and when it is determined necessary by the City, the annexation of land should be allowed only if the City has accepted a cost/benefit study detailing the economic impacts of the proposed development based upon a fiscal model acceptable to the City.

This objective is not applicable.

1. G Proposed annexations, when accompanied by a specific development proposal, should include an analysis of the impact on the educational system.

This objective is not applicable.

ANX2: A compact pattern of urban development should be encouraged when considering the annexation of new lands into the City.

2. A The City should work with Larimer County to discuss ways to encourage a compact pattern of urban development.

Since this parcel is currently a County enclave, the park supports the compact urban pattern so desired and provides adequate community facilities for adjacent residents.

2.B The City should encourage the annexation of county enclaves within City limits and discourage the creation of future enclaves.

This annexation and zoning proposal annexes an enclave.

ANX3: Appropriate consideration should be given to the need for open space and natural areas within the city limits.

PP – Public Park allows for this use and the city encourages designing parks that are low water-use, and that contain natural and naturalized landscapes.

ANX4: Environmental impacts of development should be identified and considered when considering an annexation proposal.

4.A If the planning staff and/or city determines that significant negative impact of a proposed annexation or development on the environment may occur, based upon objective standards, an Environmental Impact Report should be prepared by a qualified specialist. Note: This requirement is applicable for the development or redevelopment of property already within the City as well.

An Environmental Impact Report is not required. There are no wetlands or significant natural resources existing on this property.

4.B The annexation of land should be allowed only if the owner can provide assurances that the land does not contain hazardous or toxic substances that may pose a danger to the city or that reasonable mitigation measures can be taken in the event that such contamination exists. To make this determination, a Phase I Environmental Report should be prepared by a qualified specialist. Note: This requirement is applicable for the development or redevelopment of property already within the City as well.

A Phase 1 Environmental Report has been performed and the site does not contain any hazardous or toxic substances.

4.C The annexation of land should be allowed only if the owner has had a Wetlands Reconnaissance Report prepared by a qualified specialist. Note: This requirement is applicable for the development or redevelopment of property already within the City as well.

The site has been used for dryland farming and there are no wetlands on the property.

4.D All development agreements should deal satisfactorily with any environmental impacts upon the property. Note: This requirement is applicable for the development or redevelopment of property already within the City as well.

This is not applicable.

ANX5: The City's annexation objectives, policies, and regulations should promote quality developments.

5.A Any annexation should be contingent upon a development agreement that clearly details the rights and obligations of the City and the land owner regarding the annexation and development of the annexed land.

A development agreement is not required as the City owns the property.

5.B As land is proposed for annexation the City encourages the developer to consider assembling available adjoining land parcels and prepare a master plan design for the larger area, rather than submit separate individual proposals.

Three parcels are being assembled for the rezoning request and the annexation is in compliance with the City Comprehensive Land Use Plan.

ANX6: Guidelines for Contiguous* Development

- A. Leapfrog, scattered-site and flagpole development is discouraged;
- B. Development of land should encourage infill development;
- C. Development of land should be contiguous to other land that is already receiving public services.

This property is an enclave, infill development, and contiguous to lands that are already receiving public services.

ANX7: Functional plans for extension of utilities should provide for a phased program of extension of utilities in accordance with the requirement for contiguous development, subject to the need to maintain the City utilities' ability to service their customers adequately and efficiently.

This property has adequate utilities available in adjacent public streets. Utilities such as Electric, Water, Waste Water and Stormwater will be provided in the park and connect to existing systems already provided in 22nd and 29th Streets.

Applicable Residential Land Use Goals (p 9.)

RES7: Pedestrian and bicycle friendly development is encouraged by considering among other things:

7A. Walking or biking distance to an existing or planned neighborhood park and within easy access to a community park;

This annexation and rezoning request supports walking and bicycling to community parks and once developed will be easily accessible from existing and proposed residential areas. The City trail system exists on the property and will be connected to 29th street with the development of the park.

Applicable County Enclaves Goals (p 23.)

“The Loveland Land Use Plan recognizes that county enclaves exist within the city limits. Land use categories have been designated for each enclave based upon recognizing existing surrounding land use, traffic capacity of the surrounding street system and projections of future development and redevelopment opportunities. The City desires to encourage annexation of enclaves and will consider various incentives, such as increased densities, waiver of fees, Adequate Community Facilities exemptions for a proposed development within an existing enclave provided that the incentives will not negatively impact the infrastructure system or existing neighborhood communities.”

This annexation and rezoning request supports this policy.

4. Compliance with “Findings” listed in the Annexation and Rezoning checklist.

- a. Compatibility with Section 18.04.010 of the Loveland Municipal Code.

Annexation of the 60.44 acre parcel and rezoning the three parcels as PP-Public Park District promotes the general health and welfare of the community. While traffic impacts are not part of this annexation and zoning request, they will be addressed in the Special Review/Site Development Plan process. The draft Traffic Impact Study that has been completed and indicates that the proposed park development will not exceed the total volumes of traffic permitted for 22nd (Major Collector) and 29th Streets (Minor Arterial).

- b. Land use compatibility.

Annexation and rezoning to PP-Public Park District is compatible with the Comprehensive Master Plan and Land Use Map, as well as the surrounding residential and PUD zoning districts.

- c. Current infrastructure and utilities master plans compatibility.

This annexation and rezoning request is compatible with the transportation master plan and utilities master plan, including storm drainage master plan. A regional storm water pond, which is part of the overall city storm drainage master plan, will be developed on the site.

- d. Consistency with Section 4 of the Loveland Comprehensive Master Plan.

This annexation and rezoning request is compatible with all goals and policies contained in Section 4 of the Loveland Comprehensive Master Plan (as described above.)

- e. Development that is not detrimental to the health, safety and welfare of the neighborhood or general public.

Annexation and zoning of the property to PP – Pubic Park and development as a community park is not detrimental to safety, and will provide additional opportunities to improve the health and welfare of the adjacent neighborhoods, general public, and provide additional public open space and recreation opportunities on the west side of Loveland.

Chapter 18.32

PP DISTRICT – PUBLIC PARK DISTRICT

Sections:

- 18.32.010 Purpose.**
- 18.32.020 Definitions.**
- 18.32.030 Uses permitted by right.**
- 18.32.040 Uses permitted by special review.**
- 18.32.050 Site plan review process.**
- 18.32.060 Height limitations.**
- 18.32.070 Off street parking area.**

18.32.010 Purpose.

The purpose of the Public Park District is to establish and preserve areas in the City for public recreation facilities, parks and open space lands described in the City of Loveland Parks and Recreation Master Plan, as adopted and amended (“Parks and Recreation Master Plan”).

18.32.020 Definitions.

Definitions of Neighborhood Park, Community Park, School Recreation Areas, Regional Park, Special Use Areas, Recreational Trail, Recreational Facilities, Open Lands/Natural Area, Golf Courses, and Cemeteries or Memorial Gardens used in this Section shall be as defined below.

- A. Neighborhood Park - Shall mean a publicly owned park as defined and described in the Parks and Recreation Master Plan. Neighborhood Parks are centrally located, accessible to surrounding neighborhoods and should be equally distributed throughout the City. A Neighborhood Park should be a minimum of eight (8) acres in size and serve approximately a 1- mile service area with a ½ mile radius surrounding the park. Typical facilities include informal softball and soccer/football fields, volleyball, basketball, playground, horseshoe, tennis, shelter/pavilion with tables, pathways and free play areas.
- B. Community Park - Shall mean a publicly owned park as defined and described in the Parks and Recreation Master Plan, as adopted and amended. Community Parks serve as focal points within the community. Community Parks usually have parking, increased traffic due to active programmed sports, lighting and increased noise. Community Parks are greater than thirty (30) acres and usually serve approximately a 4-mile service area with a 1-mile radius surrounding the park. Typical facilities include those allowed in Neighborhood Parks plus all listed in the Park and Recreation Master Plan.
- C. School Recreation Areas – Shall mean a publicly owned park or recreation area as defined and described in the Parks and Recreation Master Plan. These areas are located adjacent to schools or are cooperatively developed as recreation areas on school properties. These sites should be developed where practical and beneficial to serve neighborhoods, which lack a park or have access barriers. Facilities may include youth baseball/softball fields, volleyball, basketball, soccer/football, playground, and multi-use turf areas.
- D. Regional Park – A Regional Park shall mean a publicly owned park which offers leisure value beyond the neighborhood or Community Park as defined and described in the Parks and Recreation Master Plan. Often there is an environmental or scenic quality, such as a river or mountain terrain within a Regional Park. Regional Parks are usually larger than two hundred (200) acres. Viestenz-Smith Mountain Park is categorized as a Regional Park.

- E. Special Use Areas - Shall mean a publicly owned park or recreation area as defined and described in the Parks and Recreation Master Plan, and may include unique or special uses such as Sculpture Parks.
- F. Recreational Trail - Shall mean a publicly owned or maintained trail system, including trailheads as identified or described in the Parks and Recreation Master Plan. Trails are typically located along drainage ways, irrigation canals, within acquired open space/natural areas or easements or land purchased. The Recreational Trail shall encircle the City of Loveland in a connecting loop. Trails are predominately off-road, non-motorized recreational routes constructed as 10-foot wide concrete paths. Soft path trails may parallel the concrete surface where practical. Where feasible, trailheads will be located and may include parking, drinking water, restrooms, and information on the trail system.
- G. Recreational Facilities – Shall mean any publicly owned recreation facility or area as defined and described in the Parks and Recreation Master Plan, and may include both indoor and outdoor uses.
- H. Open Lands/ Natural Area – Shall mean all areas as described in the City of Loveland Open Lands Plan or as further described in the Parks and Recreation Master Plan, as these plans are adopted and may be amended.
- I. Golf Courses - Shall mean any publicly owned facility or area as defined and described in the Parks and Recreation Master Plan, and may include both indoor and outdoor facilities, buildings, and accessory uses.
- J. Cemeteries or Memorial Gardens - Any publicly owned land used for burial or memorials.

18.32.030 Uses permitted by right.

All uses permitted by right and set forth in this section shall be subject to the site plan requirements of Chapter 18.46, as amended. The following uses are permitted by right in a PP district:

- A. Any Community Park, Regional Park and Recreational Facilities use which does not have sport lighting over forty (40) feet in height and is not located within five hundred (500) feet of a residentially zoned or occupied area;
- B. Neighborhood Parks;
- C. School Recreation Areas;
- D. Special Use Areas;
- E. Open Lands/Natural Areas;
- F. Recreational Trail;
- G. Accessory Buildings or uses which are reasonably required to provide maintenance or security for the principal use; and
- H. Antennas, as defined in Section 18.55.020(A), proposed to be located on an existing tower, as defined in Section 18.55.020(H), in compliance with the provisions of Chapter 18.55 of this title.

18.32.040 Uses permitted by special review.

The following uses are permitted by special review in a PP District :

- A. Any Community Park, Regional Park and Recreational Facilities use which does not meet the criteria as a use by right set forth in Section 18.32.030.A;
- B. Golf Course;
- C. Cemetery or Memorial Garden; and
- D. Except as provided in Section 18.36.010(M), personal wireless service facilities, as defined in Section 18.55.020(G), in compliance with Chapter 18.55 of this title.

18.32.050 Site plan review process.

The site plan required by Chapter 18.46 shall be submitted to the current planning manager for review and approval or disapproval. In the event of disapproval, the applicant may appeal the current planning manager's final decision to the planning commission in accordance with chapter 18.80 of this Code. (Ord. 5581 § 16, 2011)

18.32.060 Height limitations.

Buildings and structures in this zone shall comply with Chapter 18.54, as amended.

18.32.070 Off-street parking area.

The minimum off-street parking area for all permitted uses in a PP District shall be as provided in Chapter 18.42, as amended. (Ord. 5115 § 1, 2006)



Mehaffey Park Master Plan
09/06/2012

MEHAFFEY PARK FIRST ADDITION

BEING AN ANNEXATION OF LAND SITUATE IN THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 5 NORTH, RANGE 69 WEST OF THE 6th P.M. TO THE CITY OF LOVELAND, COUNTY OF LARIMER, STATE OF COLORADO

ORIGINAL PARCEL PROPERTY DESCRIPTIONS FOR REFERENCE ONLY:

ORIGINAL PARCEL 1 PROPERTY DESCRIPTION (Per Reception No. 97004655):

All that portion of the Northeast Quarter of Section 9, Township 5 North, Range 69 West of the 6th P.M., Larimer County, Colorado more particularly described as follows:
Considering the South line of said Northeast Quarter of Section 9 as bearing SOUTH 89°33'30" WEST and with all bearings contained herein relative thereto;

Commencing at the Southeast corner of said Northeast Quarter of Section 9, thence along said South line of the Northeast Quarter of Section 9 SOUTH 89°33'30" WEST 1442.20 feet to the West line of DURANGO SUBDIVISION-A PLANNED UNIT DEVELOPMENT (originally designated as PARK PLACE SUBDIVISION-A PLANNED UNIT DEVELOPMENT and same changed per City of Loveland Resolution No. R-228-78) being a subdivision of Parcel Addition to the City of Loveland, County of Larimer, State of Colorado and the TRUE POINT OF BEGINNING, thence continuing along said South line of the Northeast Quarter of Section 9 SOUTH 89°33'30" WEST 61.820 feet to the existing West line of the Loudon Ditch; thence along said West line of the Loudon Ditch the following (2) courses and distances: 1) NORTH 28°28'28" EAST 189.81 feet; 2) NORTH 34°37'00" EAST 131.20 feet; 3) NORTH 17°56'27" EAST 506.29 feet; 4) NORTH 28°10'33" EAST 66.42 feet; 5) NORTH 25°30'45" EAST 28.65 feet to the West line of WINDMERE SEVENTH SUBDIVISION to the City of Loveland, County of Larimer, State of Colorado; thence along said West line SOUTH 17°23'57" EAST 74.83 feet to said West line of DURANGO SUBDIVISION; thence along said West line the following two (2) courses and distances: 1) SOUTH 18°21'17" WEST 578.93 feet; 2) SOUTH 31°25'22" WEST 120.81 feet to the TRUE POINT OF BEGINNING.

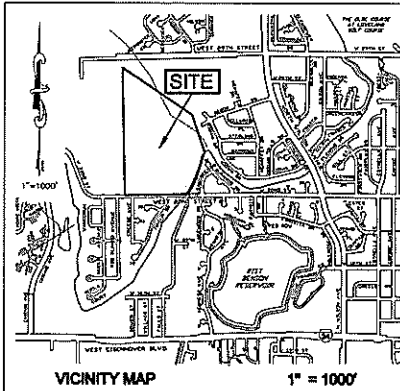
ORIGINAL PARCEL 2 PROPERTY DESCRIPTION (Per Reception No. 95004036):

All that portion of the Northeast Quarter of Section 9, Township 5 North, Range 69 West of the 6th P.M., Larimer County, Colorado more particularly described as follows:
Considering the West line of said Northeast Quarter of Section 9 as bearing SOUTH 00°10'56" EAST and with all bearings contained herein relative thereto;

Commencing at the Northeast corner of said Northeast Quarter of Section 9, thence along said West line of the Northeast Quarter of Section 9 SOUTH 00°10'56" EAST 201.50 feet to the TRUE POINT OF BEGINNING, thence bearing said West line SOUTH 53°05'41" EAST 1572.87 feet to the West line of WINDMERE SEVENTH SUBDIVISION to the City of Loveland, County of Larimer, State of Colorado; thence along said West line SOUTH 17°15'57" EAST 66.18 feet to the West line of certain parcel of land described as described in deed recorded at Reception No. 97004825, records of said County; thence along said West line the following five (5) courses and distances: 1) SOUTH 24°40'53" WEST 21.17 feet; 2) SOUTH 20°50'41" WEST 68.47 feet; 3) SOUTH 17°35'45" WEST 506.29 feet; 4) SOUTH 33°37'28" WEST 131.30 feet; 5) SOUTH 28°18'34" WEST 109.81 feet to the South line of said Northeast Quarter of Section 9, thence along said South line SOUTH 89°13'28" WEST 1123.86 feet to said West line of the Northeast Quarter of Section 9, thence along said West line NORTH 00°10'56" WEST 2411.22 feet to the TRUE POINT OF BEGINNING.

GENERAL NOTES:

- This project is subject to an Assession Agreement which has been recorded in the Real Property records in the Office of the Larimer County Clerk and Recorder.
- When the property being annexed into the City of Loveland is currently located within the REA certified territory, this property is subject to a five percent (5%) surcharge on reciprocal sewer as defined in 40-115-226, C.R.S. and the City of Loveland Municipal Code 1512180. This surcharge will expire ten years after effective date of the annexation.
- FLOOD ZONE NOTE:** Per the Flood Insurance Rate Map (FIRM) Community Panel No. 0005921186F, Panel 1186 of 1420 (Effective Date of December 10, 2008) as prepared by the Federal Emergency Management Agency (FEMA) for this area, the subject property appears to be in a Flood Zone "X" as FEMA regulated flood areas do not appear to affect the subject property. It is always in owner's best interest to consult with the City of Loveland, Colorado and/or Larimer County, Colorado to discuss the possibility of additional "hazard" regulated flood hazard areas affecting the subject property.
- Control Monumentation as shown on Map.
(Note): Indicates measured bearing and/or distance from field survey.
(Rec): Indicates record bearing and/or distance from those certain Warranty Deeds recorded in the real property records of the Office of the Clerk and Recorder of Larimer County, Colorado as listed below:
* Warranty Deed recorded January 23, 1997 at Reception No. 97004655 (1Rec.)
* Warranty Deed recorded January 20, 1998 at Reception No. 95004036 (1Rec.)
(Calc): Indicates calculated bearing and/or distance. May indicate a projected bearing and/or distance based on limited field survey and interpretation of existing plats, maps and/or deeds.
- This Annexation Map was prepared with the benefit of a Commitment For Title Insurance as prepared by Stewart Title Guaranty Company (Order No. 955387, Effective Date of December 11, 2011) as provided to InterMill Land Surveying, Inc. by the City of Loveland, Colorado. Only those easements and/or rights-of-way listed in Schedule B-Section 2 (Easements) Items B-14 of the above-stated Commitment For Title Insurance, which are assignable, are shown on this Map. No further easements and/or right of way exist other than those shown on this Map, were requested by the client or performed by InterMill Land Surveying, Inc. for the preparation of this survey. The easements and rights-of-way which may be shown herein may not be complete, are based on general information, and are to be used only in this context.
- STATEMENT OF LINEAR UNITS USED:** Linear Units Used for this survey - U.S. Survey Feet
- BASE OF BEARINGS STATEMENT:** Basis of Bearings for this Annexation Map are based on an assumed bearing of South 00°10'56" East on the West line of the Northeast Quarter of Section 9, Township 5 North, Range 69 West of the 6th P.M., County of Larimer, State of Colorado. Note: Monumentation of said line is shown on Map.
- According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect, in no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the completion of this survey.



APPLICANT / OWNER:
PARKS AND RECREATION DEPARTMENT
CITY OF LOVELAND, COLORADO
500 EAST THIRD STREET - LOVELAND, COLORADO 80537

OWNERSHIP INFORMATION	
PARCEL 1: CITY OF LOVELAND, COLORADO 500 East Third Street Loveland, Colorado 80537	PARCEL 2: CITY OF LOVELAND, COLORADO 500 East Third Street Loveland, Colorado 80537

ANNEXATION DATA TABLE	
1. Contiguity to City Limits:	5,155.61 Linear Feet
2. Minimum Contiguity Required:	1,122.28 Linear Feet
3. Total Annexation Boundary:	6,733.54 Linear Feet
4. Total Annexation Area:	62,444 Acres

MAYOR'S CERTIFICATE:
 This map is approved by the City Council of the City of Loveland, Larimer County, Colorado by Ordinance No. _____, passed on second reading on this _____ day of _____, 20____, for filing with the Clerk and Recorder of Larimer County.
 By: _____
 Attest: _____
 City Clerk

MEHAFFEY PARK FIRST ADDITION - ENTIRE ANNEXATION BOUNDARY PROPERTY DESCRIPTION:

That portion of the Northeast Quarter of Section 9, Township 5 North, Range 69 West of the 6th P.M., County of Larimer, State of Colorado being more particularly described as follows:
Considering the West line of the Northeast Quarter of said Section 9 as bearing South 00°10'56" East and with all bearings contained herein relative thereto;

Beginning at the Northeast corner of the Northeast Quarter of said Section 9, thence along the West line of the Northeast Quarter of said Section 9, said West line of the Northeast Quarter of said Section 9 also being the East line of Tract 'C', VANQUARD-FARLECO SECOND ADDITION to the City of Loveland, County of Larimer, State of Colorado; thence along said West line of the Northeast Quarter of said Section 9 and along said East line of Tract 'C', VANQUARD-FARLECO SECOND ADDITION South 00°10'56" East 201.50 feet, more or less, to the Northeast corner of that certain parcel of land as described in Deed recorded at Reception No. 95004036, records of said County and the TRUE POINT OF BEGINNING, thence departing said West line of the Northeast Quarter of said Section 9 and said East line of Tract 'C', VANQUARD-FARLECO SECOND ADDITION and along the Northeast line of said parcel of land as described in Deed recorded at Reception No. 95004036 South 33°37'28" East 131.30 feet, more or less, to the Northeast corner of said parcel of land as described in Deed recorded at Reception No. 95004036, said Northeast corner also being a point on the West line of Lot 3, WINDMERE SEVENTH SUBDIVISION to the City of Loveland, County of Larimer, State of Colorado; thence departing said West line of the Northeast Quarter of said Section 9 and said East line of Tract 'C', VANQUARD-FARLECO SECOND ADDITION and along the West line of Lot 1, of said WINDMERE SEVENTH SUBDIVISION South 17°23'57" East 74.83 feet, more or less, to a point on the West line of DURANGO SUBDIVISION-A PLANNED UNIT DEVELOPMENT (originally known as PARK PLACE SUBDIVISION-A PLANNED UNIT DEVELOPMENT and same changed per City of Loveland Resolution No. R-228-78) to the City of Loveland, County of Larimer, State of Colorado, said West line of DURANGO SUBDIVISION-A PLANNED UNIT DEVELOPMENT also being the East line of said parcel of land as described in Deed recorded at Reception No. 97004825, records of said County; thence departing said West line of said Deed recorded at Reception No. 97004825 South 17°15'57" West 66.18 feet and again South 39°45'41" West 251.67, more or less, to a point on the North line of QUAIL RUN ADDITION to the City of Loveland, County of Larimer, State of Colorado; thence departing said West line of DURANGO SUBDIVISION-A PLANNED UNIT DEVELOPMENT and along said West line of QUAIL RUN ADDITION South 28°18'34" West 109.81 feet, more or less, to the Northeast corner of said Section 9 and said East line of Tract 'C', VANQUARD-FARLECO SECOND ADDITION; thence departing said West line of QUAIL RUN ADDITION and along said West line of the Northeast Quarter and along said East line of Tract 'C', VANQUARD-FARLECO SECOND ADDITION North 00°10'56" West 2358.49 feet, more or less, to the Northeast corner of said parcel of land as described in Deed recorded at Reception No. 95004036 and the TRUE POINT OF BEGINNING.

Containing 62.44 Acres, more or less, and being subject to all existing easements and/or rights-of-way of record.

SURVEYOR'S CERTIFICATE:

I, Robert George Parakotta, a Registered Professional Land Surveyor in the State of Colorado, do hereby certify that the Annexation Map shown herein is a reasonably accurate depiction of the parcel of land together described herein and, to the extent described herein, that of West one-half (1/2) of the parcel boundary of said parcel is contiguous to the boundary of the City of Loveland, Colorado. The Map was compiled using existing plats, deeds, legal descriptions, known information, other documents and limited field survey. This Annexation Map should not be construed as a full boundary survey of the subject properties.

PREPARED BY AND ON BEHALF OF:
INTERMILL LAND SURVEYING, INC.
 1301 North Cleveland Avenue
 Loveland, Colorado 80537
 P: (970) 688-0316
 F: (970) 635-9725
 E: InterM@intermill.com
 Robert George Parakotta
 Colorado PLS 34174

STATE OF COLORADO)
)
 COUNTY OF LARIMER) JSS
 The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
 by Robert George Parakotta for and on behalf of InterMill Land Surveying, Inc.
 Witness my hand and official seal.
 My Commission expires _____
 Notary Public

DATE: _____
 BY: _____
 RECORDS: _____
 1. APPROVED (Larimer County Clerk and Recorder)

INTERMILL LAND SURVEYING, INC.
 1301 NORTH CLEVELAND AVENUE
 LOVELAND, COLORADO 80537
 TEL: (970) 688-0316 / FAX: (970) 635-9725
 CITY OF LOVELAND, COLORADO

MEHAFFEY PARK FIRST ADDITION
 TO THE CITY OF LOVELAND, COUNTY OF LARIMER, STATE OF COLORADO

DRAWN BY: _____
 CHECKED BY: _____
 APPROVED BY: _____
 DATE: 10-12-2011
 SCALE: N/A

PLOTTED FOR R DATE: 09-29-10

MEHAF

MEHAFFEY PARK FIRST ADDITION

MEHAFFEY PARK FIRST ADDITION

BEING AN AMENDMENT OF LAND SURVEY IN THE NORTHWEST QUARTER OF SECTION 9, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PA. TO THE CITY OF LOVELAND, COUNTY OF LARIMER, STATE OF COLORADO

PREPARED BY AND ON BEHALF OF:
INTERMILL LAND SURVEYING, INC.
 1921 NORTH CLEVELAND AVENUE
 LITTLETON, COLORADO 80120
 P. (303) 941-8771
 F. (303) 941-8773
 C. Admin@intermill.com
 Chairman: P.E. JEFFREY
 Surveyor No. 23774



TRACT IV
 VANGUARD-FALGEO SECOND ADDITION

TRACT V
 VANGUARD-FALGEO SECOND ADDITION
 (City of Loveland)

TRACT VI
 VANGUARD-FALGEO SECOND ADDITION
 (City of Loveland)

PORTION OF TRACT V
 VANGUARD-FALGEO SECOND ADDITION

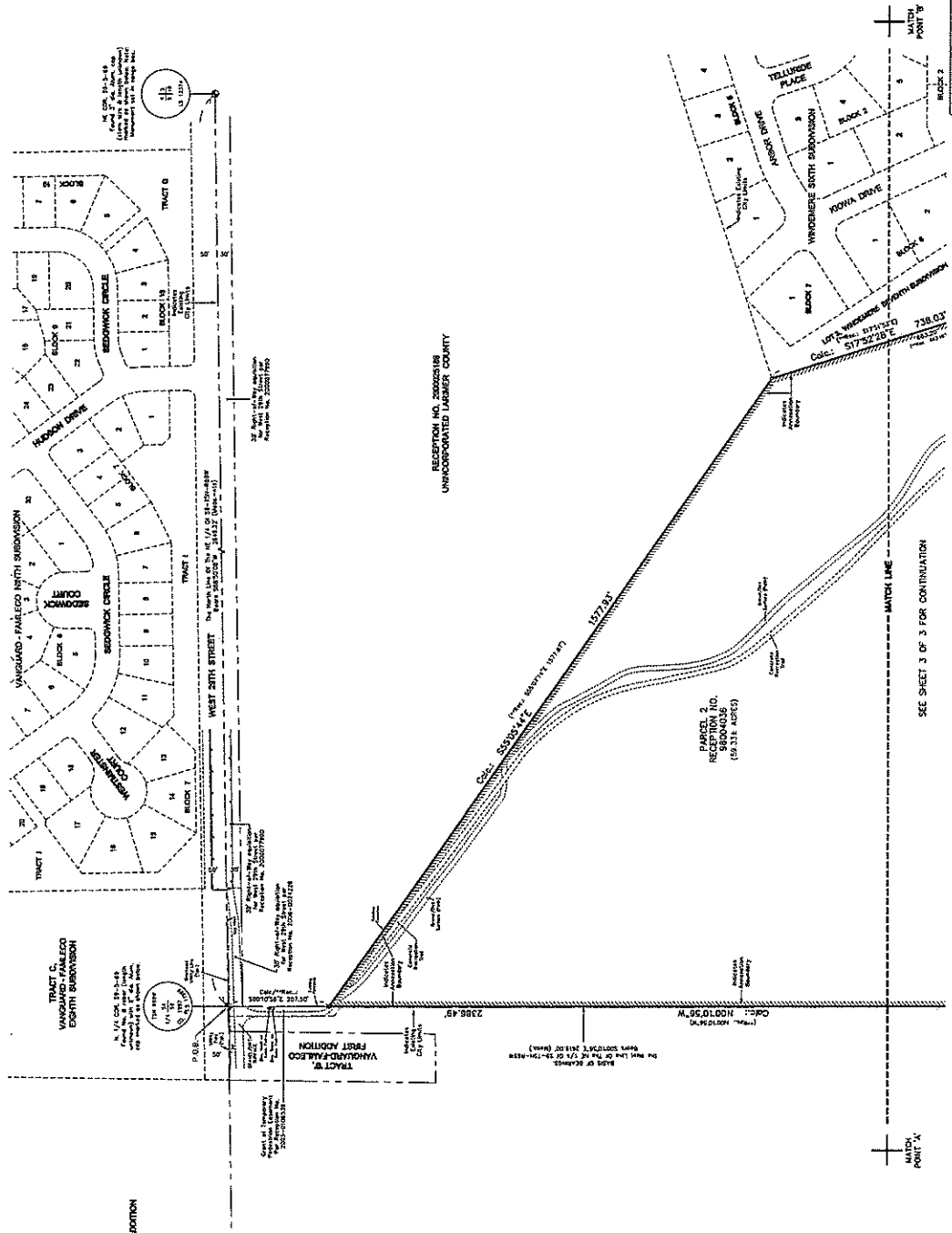


ORIGINAL SCALE: 1" = 100'
 Date of Issue Preparation: October 11, 2011
 (Scale valid only for this survey in U.S. Survey Feet)

BASES OF MEASUREMENT:
 Bases of bearings for this survey are based on the National Grid Zone 18N, NAD 83. The bearings and distances are based on the National Grid Zone 18N, NAD 83. The bearings and distances are based on the National Grid Zone 18N, NAD 83.

MEHAFFEY PARK FIRST ADDITION
 INTERMILL LAND SURVEYING, INC.

Approved by: [Signature]
 Accepted by: [Signature]
 Accepted by: [Signature]



SEE SHEET 3 OF 3 FOR CONTINUATION

PLOTTED FOR RECORDATION
 DATE: 10/25/2011 BY: [Signature]

INTERMILL LAND SURVEYING, INC.
 1921 NORTH CLEVELAND AVENUE
 LITTLETON, COLORADO 80120
 P. (303) 941-8771 F. (303) 941-8773
 C. Admin@intermill.com
 Chairman: P.E. JEFFREY

MEHAFFEY PARK FIRST ADDITION
 CITY OF LOVELAND, COLORADO

DATE:	10/25/2011
CHECKED BY:	[Signature]
APPROVED BY:	[Signature]
SCALE:	1" = 100'
PROJECT NO.:	PA-11-003
SHEET:	2
TOTAL SHEETS:	3

REVISIONS:	DATE:	BY:

MEHAFFEY PARK FIRST ADDITION

NO.	REVISIONS	DATE	BY	CHKD.	DATE
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3	None				
4	None				
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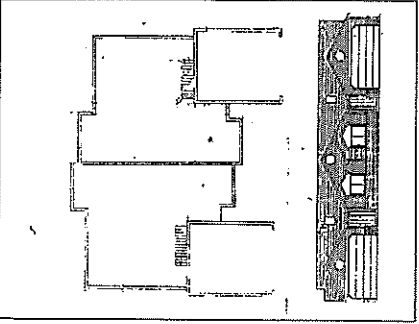
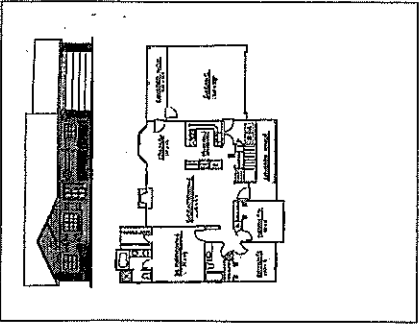
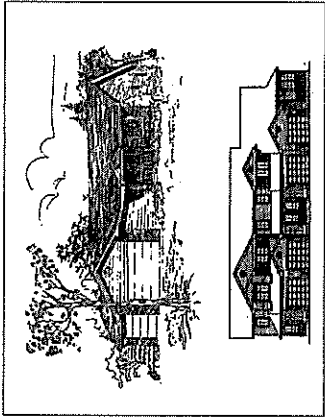
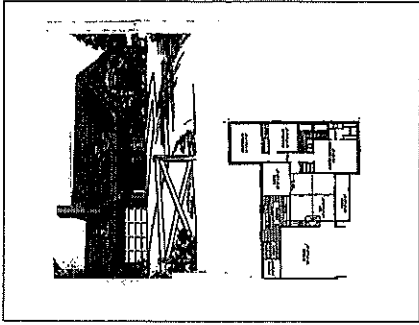
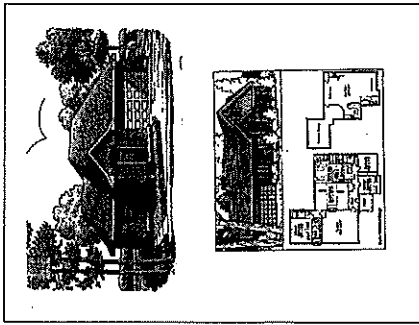
INTERMILL LAND SURVEYING, INC.
 1301 CLEVELAND AVE. LOVELAND, CO 80537
 PHONE (970) 688-0318

CITY OF LOVELAND PARKS AND RECREATION
 CITY OF LOVELAND

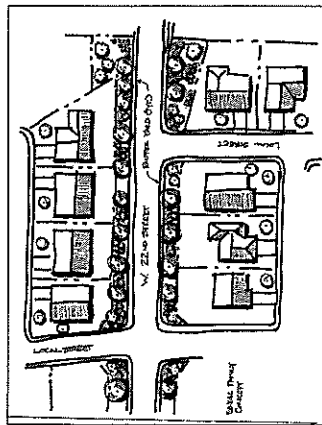
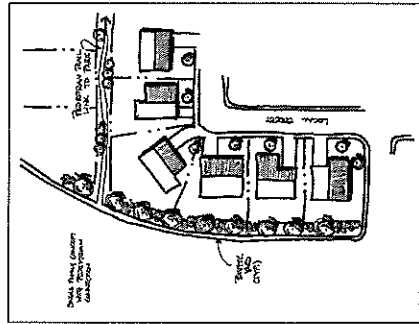
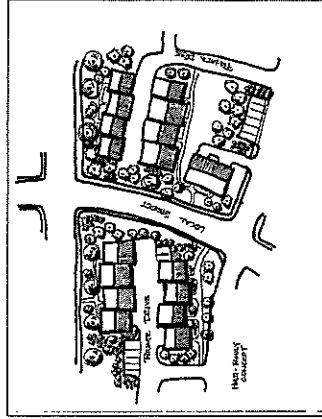
DATE: _____
 DRAWN BY: _____
 CHECKED BY: _____
 APPROVED BY: _____

SHEET NO. 2 OF 9
 PROJECT NO. P-11-7089

CONDITIONS AS REVISED BY CITY COUNCIL ON 4/24/11
 MEADOWBROOK RIDGE P.U.D.
 LOVELAND, COLORADO

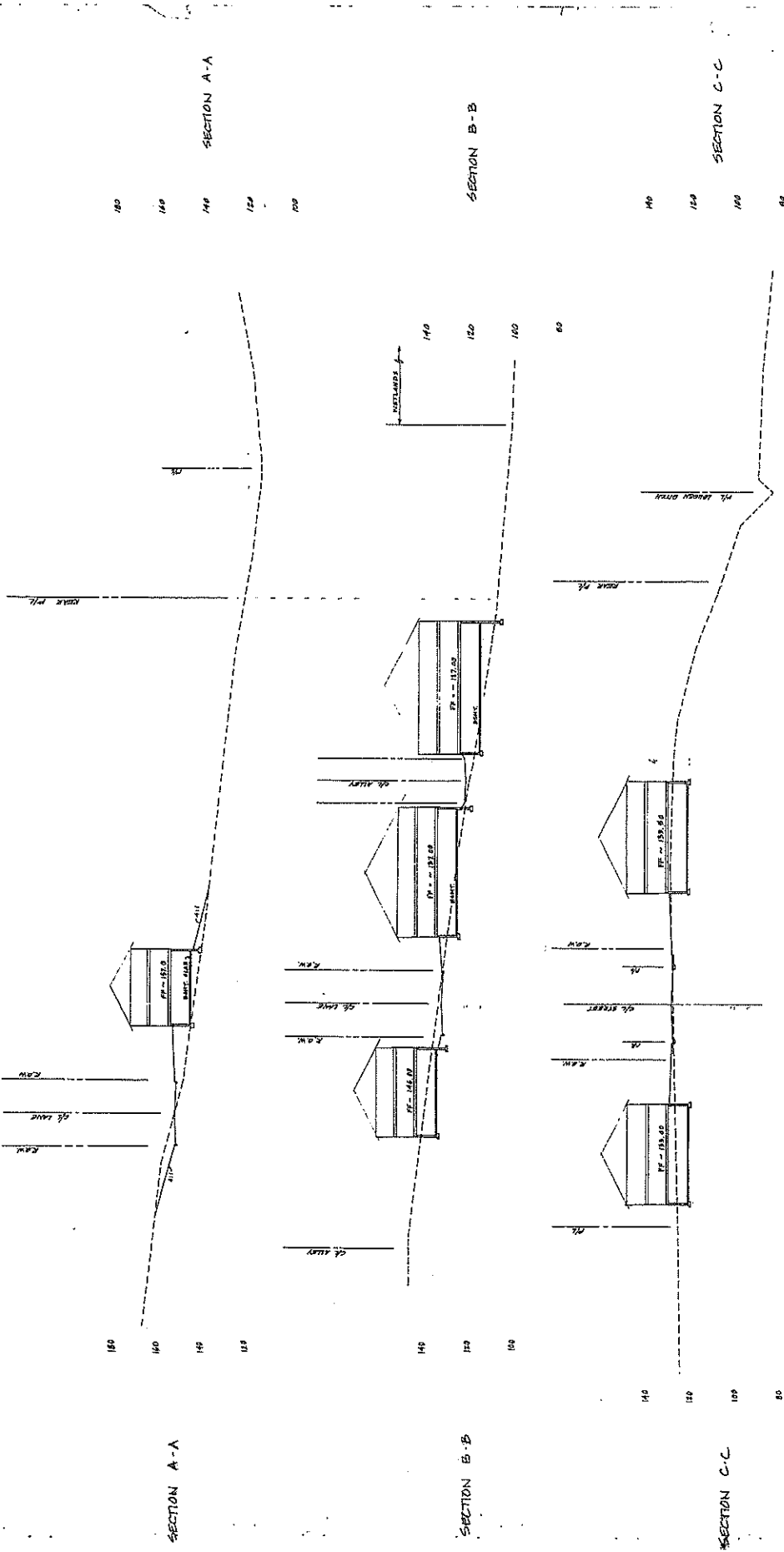


CONCEPTUAL BUILDING ELEVATIONS

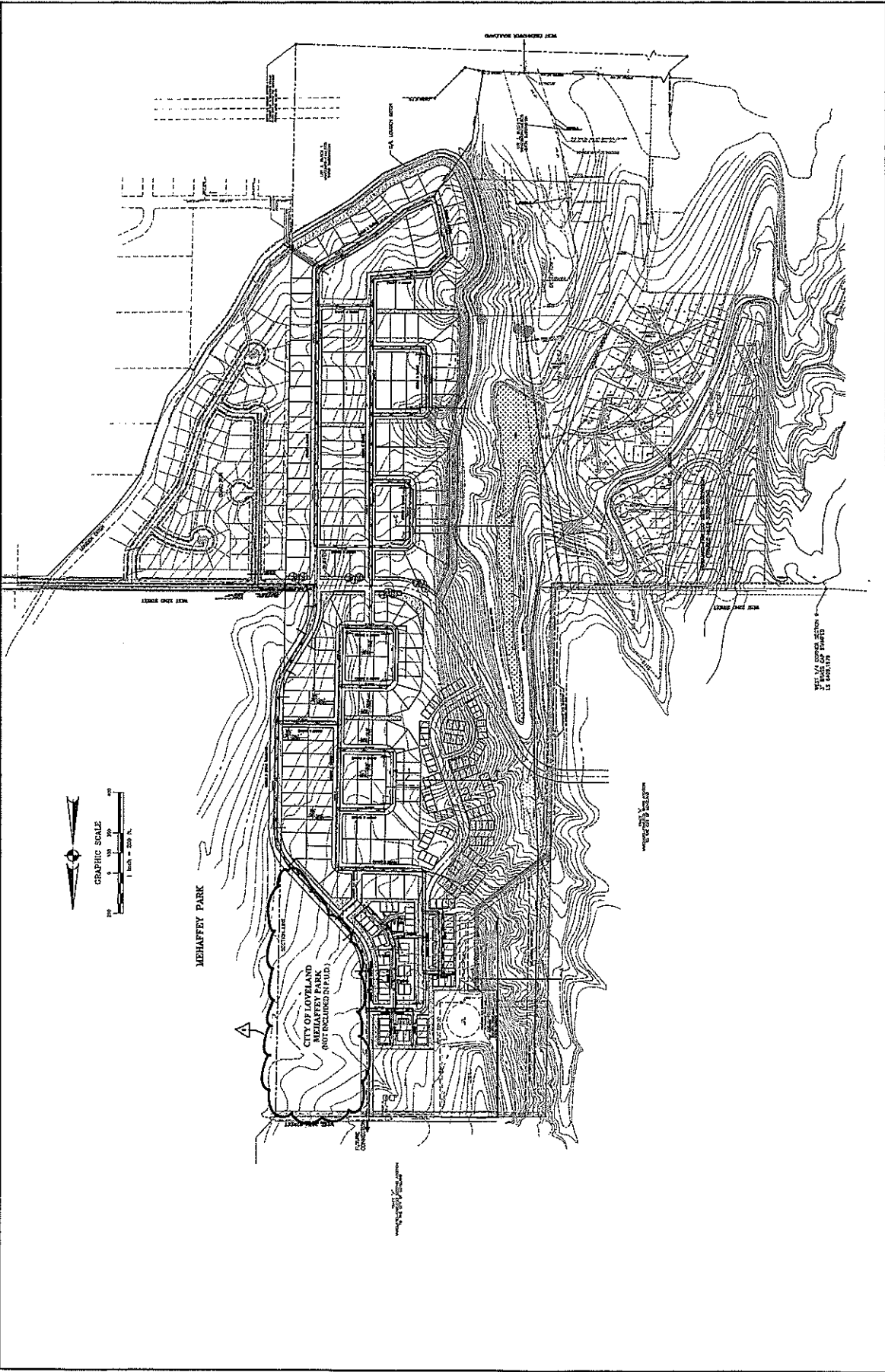


TYPICAL SITE PLAN LAYOUT

DATE	10/19/2012	TIME	4:11pm	FILE	C:\Users\jclark\Documents\1104-04-12 Meadowbrook Ridge P.U.D. Phase 1\Lowland\GDP\5 SCANNED-FLOOR PLANS 2.dwg
PROJECT NO.	INTERHILL LAND SURVEYING, INC. 1521 CALIFORNIA AVE. LONGMONT, CO 80501 PHONE: (303) 689-0518				
SHEET NO.	CITY OF LOVELAND PARKS AND RECREATION				
DATE	11-11-2008				
PROJECT NO.	TYPICAL SITE PLAN LAYOUT & CONCEPTUAL BLDG. ELEVATIONS MEADOWBROOK RIDGE P.U.D. LOVELAND, COLORADO				
SHEET NO.	5				
OF SHEETS	9				

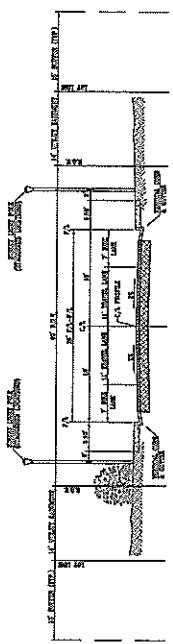


HENNINGERBROOK BLVD
 # 1444 - 01-97
 SITE DRAIN SECTIONS
 SCALE: 1" = 20' (VERT. & HORIZ.)
6 of 9



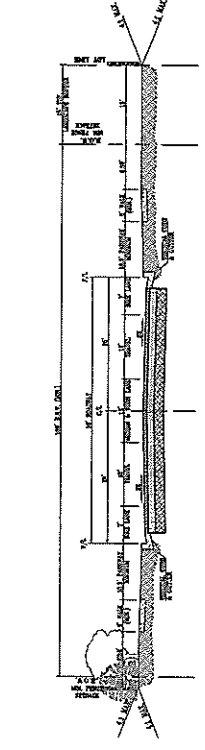
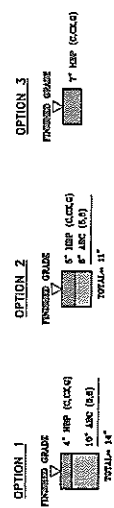
DATE	BY	SCALE	PROJECT NO.	SHEET NO.	TOTAL SHEETS
11-11-2012	J. W. BROWN	1" = 200'	P-11-2012	7	9
CITY OF LOVELAND PARKS AND RECREATION INTERMILL LAND SURVEYING, INC. 1501 CLEVELAND AVE. LOVELAND, CO 80537 PHONE: (970) 687-5818					
UTILITY MASTER PLAN MEADOWBROOK RIDGE P.U.D. LOVELAND, COLORADO					

PDF GENERATED BY DWG2PDF.PDFVIEWER - T1012 - HTTP://WWW.DWG2PDF.COM

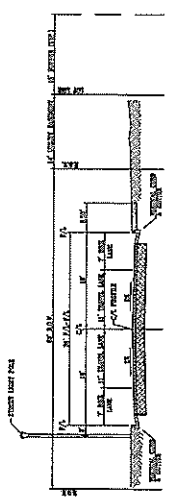


MINOR COLLECTOR STREET TYPICAL SECTION
FROM STA: XX+XX TO XX+XX
LOOKING EAST

STREET PAVEMENT DESIGN

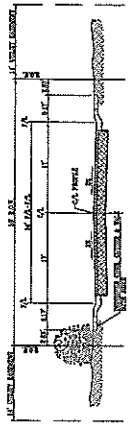
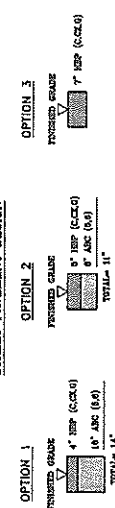


CASCADE AVENUE
(MINOR ARTERIAL)
(FOR REFERENCE ONLY)



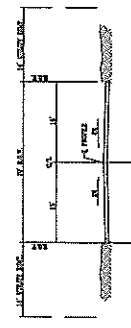
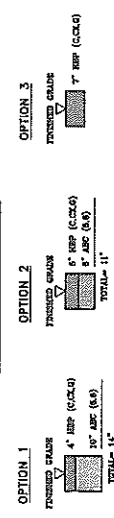
MINOR COLLECTOR STREET TYPICAL SECTION
FROM STA: XX+XX TO XX+XX
LOOKING EAST

STREET PAVEMENT DESIGN



LOCAL STREET TYPICAL SECTION

STREET PAVEMENT DESIGN



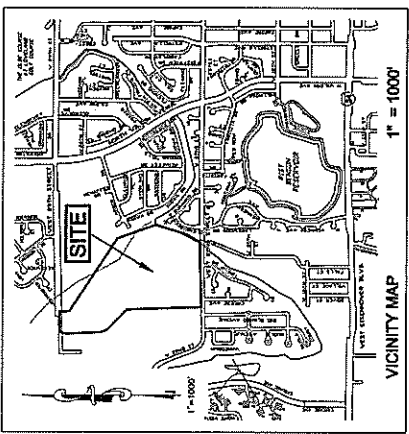
LANE TYPICAL SECTION

NOTE: PAVEMENT DESIGNS ARE BASED ON THE
CITY OF LOVELAND STREET DESIGN TECHNICAL
STANDARDS TABLE 4.2

DATE	1/20/07	BY	AK/MSK
CHK		BY	
APP		BY	
SCALE	1" = 10'	PROJECT NO.	P-11-1000
		SHEET NO.	8
		TOTAL SHEETS	9
CITY OF LOVELAND PARKS AND RECREATION INTERMILL LAND SURVEYING, INC. 1301 CRYSTAL AVE. LOVELAND, CO 80537 PHONE: (970) 682-6518		TYPICAL STREET SECTIONS MEADOWBROOK RIDGE P.U.D. LOVELAND, COLORADO	

MEHAFFEY PARK REZONING MAP

BEING A REZONING OF LANDS SITUATE IN THE NORTH HALF OF SECTION 9, TOWNSHIP 5 NORTH, RANGE 69 WEST OF THE 6TH P.M. TO THE CITY OF LOVELAND, COUNTY OF LARIMER, STATE OF COLORADO



VICINITY MAP 1" = 1000'

APPLICANT (OWNER): PARKS AND RECREATION DEPARTMENT CITY OF LOVELAND, COLORADO 600 EAST THIRD STREET - LOVELAND, COLORADO 80537

PARCEL 1 INFORMATION: CITY OF LOVELAND, COLORADO 500 EAST THIRD STREET Loveland, Colorado 80537

MAJOR'S CERTIFICATE: This map is prepared by the City Council of the City of Loveland, Larimer County, Colorado by Ordinance No. _____, 20____, for filing with the Clerk and Recorder of Larimer County.

By: [Signature] Mayor, City of Loveland, Colorado

Witness: [Signature] City Clerk, City of Loveland, Colorado

INDIVIDUAL PARCEL PROPERTY DESCRIPTIONS:

PARCEL 1 (MEHAFFEY PARK REZONING): This portion of the North Half of Section 9, Township 5 North, Range 69 West of the 6th P.M., County of Larimer, State of Colorado being more particularly described as follows: ...

PARCEL 2 (MEHAFFEY PARK REZONING): This portion of the North Half of Section 9, Township 5 North, Range 69 West of the 6th P.M., County of Larimer, State of Colorado being more particularly described as follows: ...

PARCEL 3 (MEHAFFEY PARK REZONING): This portion of the North Half of Section 9, Township 5 North, Range 69 West of the 6th P.M., County of Larimer, State of Colorado being more particularly described as follows: ...

PARCEL 4 (MEHAFFEY PARK REZONING): This portion of the North Half of Section 9, Township 5 North, Range 69 West of the 6th P.M., County of Larimer, State of Colorado being more particularly described as follows: ...

Table with 2 columns: DATE, TIME. Includes fields for recording date and time.

CITY OF LOVELAND, COLORADO

MEHAFFEY PARK REZONING MAP

DATE: 08/23/2011

MEHAFFEY PARK REZONING - ENTIRE BOUNDARY PROPERTY DESCRIPTION: This portion of the North Half of Section 9, Township 5 North, Range 69 West of the 6th P.M., County of Larimer, State of Colorado being more particularly described as follows: ...

PARCEL 1 INFORMATION: CITY OF LOVELAND, COLORADO 500 EAST THIRD STREET Loveland, Colorado 80537

MAJOR'S CERTIFICATE: This map is prepared by the City Council of the City of Loveland, Larimer County, Colorado by Ordinance No. _____, 20____, for filing with the Clerk and Recorder of Larimer County.

By: [Signature] Mayor, City of Loveland, Colorado

Witness: [Signature] City Clerk, City of Loveland, Colorado



PLATED DATE



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: 4
MEETING DATE: 12/4/2012
TO: City Council
FROM: Suzanne Janssen, Cultural Services Department
PRESENTER: Suzanne Janssen, Public Art/Business Services Manager

TITLE:

An ordinance enacting a supplemental budget and appropriation to the 2012 City of Loveland budget for the commission and placement of art work at the U.S. Highway 34 and I-25 interchange.

RECOMMENDED CITY COUNCIL ACTION:

Adopt a motion to 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 grant funds to commission and place artwork in and, if appropriate, provides limited landscaping within the northeast quadrant of the U.S. 34 and I-25 Interchange to create a welcoming and iconic entryway into the north front range community using a CDOT Beautification Grant awarded in 2003 and previously reserved City funds.

BUDGET IMPACT:

- Positive
 Negative
 Neutral or negligible

Federal funding is leveraged with reserves in the Art in Public Places fund to fund the project. This project was listed as an Art in Public Places project as approved within the 2013 budget.

SUMMARY:

In 2003 the City of Loveland Public Works Department applied for, and was awarded, a \$163,000 Colorado Department of Transportation (CDOT) Beautification Grant. The original

application was submitted “to install new landscaping and plantings in such a way that they would enhance the existing and any new interchange configuration” at the interchange of Interstate 25/US 34. In spring 2011, a revised proposal was approved by the North Front Range Metropolitan Planning Organization (MPO) to allow for the installation of new interchange public art, and, if appropriate, limited landscaping at the site.

This interchange is one of the main gateways to Loveland, Greeley, Larimer County, Johnstown, Northern Colorado and the Rocky Mountains, including Rocky Mountain National Park. The City of Loveland wishes to create a more aesthetically-pleasing, welcoming entryway that will give tourists and local residents a sense of place. The Art in Public Places Program is willing to overmatch funds to beautify this area because it is the nearest community to the interchange and has a long history of public art placements throughout the city.

Millions of people view the intersection of these corridors each year including tourists on their way to and from Rocky Mountain National Park and other parts of the western United States. The view shed of the two main highways in the Northern Front Range MPO will be directly enhanced by this project. Approximately 27 million vehicles pass through this interchange each year. Some estimates on US 34 in Loveland show that up to 1/3 of the summertime traffic is tourists.

The aesthetic improvements provided by this proposed public art installation will create a welcoming entryway to the community. Additionally, it will serve as a visual reminder of Loveland’s rich history within the arts. The collaborative financing between CDOT and the Art in Public Places Program will maximize each entity’s ability to enhance the chosen site. City Council approval for the appropriation of the funds is necessary for this project to proceed.

REVIEWED BY CITY MANAGER: *William D. Cabell*

LIST OF ATTACHMENTS:

An ordinance enacting a supplemental budget and appropriation to the 2012 City of Loveland budget for the commission and placement of art work at the U.S. Highway 34 and I-25 interchange

FIRST READING November 20, 2012

SECOND READING December 4, 2012

ORDINANCE NO. _____

AN ORDINANCE ENACTING A SUPPLEMENTAL BUDGET AND APPROPRIATION TO THE 2012 CITY OF LOVELAND BUDGET FOR THE COMMISSION AND PLACEMENT OF ART WORK AT THE U.S. HIGHWAY 34 AND I-25 INTERCHANGE

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 \$163,000 from a federal grant passed through the Colorado Department of Transportation in the Art in Public Places Fund 205 are available for appropriation. Revenues in the total amount of \$163,000 are hereby appropriated for the commission and placement of art at the U.s 34 and I-25 Interchange 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
Art in Public Places Fund 205**

Revenues		
205-00-000-0000-32000-VAC034	Federal Grant	163,000
Total Revenue		163,000
Appropriations		
205-52-740-0000-48196-VAC034	Art Commissions - Construction	163,000
Total Appropriations		163,000

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.

Section 3. This Ordinance shall be in full force and effect upon final adoption, as provided in City Charter Section 11-5(d).

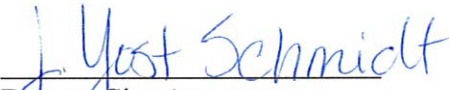
ADOPTED this 4th day of December, 2012.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



Deputy City Attorney



CITY OF LOVELAND
POLICE DEPARTMENT

810 East 10th Street • Loveland, Colorado 80537
(970) 667-2151 • FAX (970) 962-2917 • TDD (970) 962-2620

AGENDA ITEM: 5
MEETING DATE: 12/4/2012
TO: City Council
FROM: Chief of Police Luke Hecker
PRESENTER: Luke Hecker

TITLE: 2013 Larimer Humane Society Contract

RECOMMENDED CITY COUNCIL ACTION:

Motion for approval of the 2013 Larimer Humane Society 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. The 2013 Larimer Humane Society contract has been revised to respond to Council and Police Department concerns expressed at the mid-year review.

BUDGET IMPACT:

- Positive
 Negative
 Neutral or negligible

This contract will increase the City's contribution by approximately \$25,000 per year which will be addressed with rollover funds in the Police Department's 2013 budget allocation as it stands but will require an increase to the core budget in the future.

SUMMARY:

This contract enhances services by returning to a 7 days per week schedule, improve wildlife response for retrieval and rehabilitation of wildlife smaller than a coyote if they pose a health/safety risk to the public, and picking up stray domestic animals in custody when alternatives are not available.

The 2012 Contract with LHS was \$370,549.00. The 2013 Contract will increase to \$395,849 in response to concerns expressed by Council at the mid-year review of the 2012 contract.

REVIEWED BY CITY MANAGER: *William D. Cahill*

LIST OF ATTACHMENTS:

Larimer Humane Society Contract 2013

**AGREEMENT
For Animal Control Services**

THIS AGREEMENT ("Agreement") is made and entered into this 1st day of January, 2013, by and between the CITY OF LOVELAND, COLORADO, a home-rule municipality ("City"), and the LARIMER HUMANE SOCIETY, a Colorado non-profit corporation ("Society").

WHEREAS, the Society is dedicated to the safe and humane treatment of animals consistent with the Loveland Municipal Code and City policies; and

WHEREAS, the Society provides animal protection and control services and employs trained, qualified persons to handle animals within its custody; and

WHEREAS, the City desires to engage the Society to furnish animal control services for the City;

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

1. Term. This Agreement shall be effective from the date first above written until December 31, 2013, unless earlier terminated or extended as provided herein.
2. Services. During the term of this Agreement, the Society shall:
 - a. Provide the City with animal shelter services as set forth in paragraph 6, below.
 - b. Engage the services of a doctor of veterinary medicine licensed to practice in the State of Colorado to provide twenty-four (24) hour emergency services to animals impounded from the City.
 - c. Employ animal control officers to be assigned to the City and commissioned by the City's Chief of Police to enforce the City's animal control ordinances.
 - d. Provide animal control officers with uniforms that clearly identify them as such.
 - e. Provide and maintain equipment, instruments, and supplies necessary to the effective, efficient performance of animal control officers and operation of the shelter.
 - f. Provide a public education program to City residents regarding the Society's services and the City's animal control ordinances.

- g. Subject to payment of a deposit, daily rental fee, and availability, furnish to City residents humane animal traps for trapping domestic animals, and, at the discretion of the Society, trapping wild animals.
 - h. Retrieve and dispose of dead animals weighing less than one hundred pounds (<100 lbs) from public areas, including streets and parks.
 - i. Upon the payment of a pre-determined fee based on the animal's weight, dispose of dead dogs, cats, and other animals of similar size that are brought to the Society's facilities by City residents.
 - j. Respond to calls regarding livestock within the City and remove livestock from roadways and temporarily confine or restrain livestock, if possible, pending action by the Loveland Police Department or State Brand Inspector.
 - k. Retrieve and rehabilitate, when possible, sick, injured and orphaned wildlife of a size smaller than a full coyote.
 - l. Establish procedures to address City residents' complaints regarding the Society's services and correct deficiencies, if any. Such procedures shall provide that complaints be reviewed by Society personnel not directly involved in the situation giving rise to the complaint and, if a satisfactory resolution cannot be reached, for mediation by a disinterested third party. The City shall immediately forward all residents' complaints to the Society for resolution according to the procedures established pursuant to this subparagraph.
3. Compensation. In consideration of the services provided by the Society hereunder, the City shall pay the Society the sum of Three Hundred Seventy Thousand Five Hundred and Forty-nine Dollars (\$395,849). Said sum shall be paid in twelve (12) monthly installments of Thirty Thousand, Eight Hundred and Seventy-nine Dollars (\$32,987) on or before the 15th day of the month for which such installment is owed. Said payments may be reduced by any amounts then owed to the City by the Society for fuel and vehicle servicing as set forth in paragraph 17, below.
 4. Commission to Enforce Ordinances. The City's Chief of Police shall commission the Society's animal control officers to enforce the City's animal control ordinances. All costs associated with such commissions shall be paid by the City. Commissioned animal control officers shall be authorized to serve summonses and complaints, which shall be filed in the Loveland Municipal Court. The City shall instruct said officers regarding enforcement of the City's animal control ordinances. Said officers shall not enforce nor be authorized to enforce any City ordinance other than those related to animal control.
 5. Enforcement Schedule.

- a. Regular Schedule. One (1) animal control officer and vehicle shall be in service eight (8) hours per day, seven (7) days per week, provided, however, that this requirement may be waived for exigent circumstances (e.g., weather conditions). The Society shall notify the City as soon as practicable when unable to place an animal control officer in service due to exigent circumstances. Service schedules shall be based upon call load studies of the Society's animal control activities within the City and shall be flexible to enable the Society to provide animal control services to the City in the most effective and efficient manner. Once set, service hours may be adjusted to address changing needs by written agreement of the City's Chief of Police and the Society's Executive Director. Notwithstanding anything herein to the contrary, the Society shall not be required to provide services on Christmas, Thanksgiving, or New Year's Day if designated as a holiday pursuant to subparagraph 5.e, below.
- b. Emergencies. The Society shall provide the City with after-hours emergency services. Time spent on emergency calls may be flexed from regular duty hours. Animal control officers shall not be required to be within the City while on call to provide emergency services, provided, however, that such officers must be able to respond to emergencies within the City in a timely manner. The following shall constitute emergency requiring after-hours services:
- (i) Injured domestic animals. The Society shall attempt to provide emergency medical treatment to all injured domestic animals. Injured animals that, in the opinion of a licensed veterinarian, have sustained terminal injuries and are suffering may be euthanized prior to the end of the impoundment period set forth in the Loveland Municipal Code.
 - (ii) Animals acting in a vicious manner, as defined in the Loveland Municipal Code.
 - (iii) An animal whose owner has been detained by law enforcement officials or any governmental agency and whose welfare depends on being placed into protective custody. If the owner is arrested, impoundment fees may apply. Where protective custody is taken of an animal in the event of an emergency or natural disaster, impoundment fees may be waived.
 - (iv) Any other situation reasonably deemed to be an emergency by the Loveland Police Department and approved by the Society's Executive Director or Director of Animal Protection and Control and reasonably related to the services provided hereunder.

- (v) Pick up of stray domestic animal in custody when other solution cannot be found
 - (vi) Pick up sick and/or injured wild animals (coyote or smaller) which pose a health or safety risk to the public.
- c. Holidays. The Society may designate up to ten (10) days per year as holidays on which calls relating to animal control shall be handled on an emergency basis only, provided, however, that no two days in a row shall be designated as holidays unless one of the two days is Christmas Day or Thanksgiving Day, and provided further, that the Fourth of July shall not be designated as a holiday due to the many animal-related problems that occur on that day.
- d. Officers to Remain in City. Except as provided in subparagraph 5.b above, animal control officers assigned to enforce the City's animal control ordinances shall remain within the City during their assigned work schedule and shall leave only when necessary to return to the shelter or respond to a non-City emergency, provided, however, that response to non-City emergencies shall not significantly impair the Society's provision of services hereunder.
6. Animal Shelter Operation.
- a. The Society shall operate an animal shelter at 6317 Kyle Avenue, Fort Collins, Colorado. In operating the shelter, the Society shall:
 - (i) Comply with all applicable laws, regulations, ordinances, and administrative directives.
 - (ii) Provide and maintain such facilities, instruments, and equipment necessary to operate the shelter in a sanitary, safe, and efficient manner.
 - (iii) Accept for impoundment dogs, cats, and other animals of similar size from the City.
 - (iv) Establish, keep, and maintain a daily register and case history of all animals impounded from the City and released from the shelter on forms mutually acceptable to the parties. Said registry shall meet the requirements of the Loveland Municipal Code.
 - b. The Society shall not release or otherwise dispose of any non-suffering animal impounded at the shelter by the City or pursuant to the City's ordinances under the terms of this Agreement unless and until all

impoundment periods prescribed by the Loveland Municipal Code have been satisfied.

- c. In the event any animal is held for the purpose of observation for the presence of rabies, the animal shall be held for such time as directed by the City, which time shall not be less than ten (10) days or such greater time as may be provided in the Loveland Municipal Code and Colorado Revised Statutes. Any compensation received by the City from an owner for the holding of an animal as provided in this paragraph shall be paid to the Society.
- d. No animal shall be released to its owner by the Society unless all requirements of the Loveland Municipal Code, including payment of impoundment fees and license fees, have been complied with. Notwithstanding the above, the Society shall be entitled to waive impoundment fees in the case of hardship or protective custody.
- e. The Society shall submit reports to the City on a quarterly and annual basis that include the following information in regard to the previous quarter or year, as applicable:
 - (i) Number of licenses issued to City residents.
 - (ii) Number of calls from City residents for Society services.
 - (iii) Average response time per call for non-priority calls and priority calls.
 - (iv) Number of animals impounded from the City.
 - (v) Number of impound days for animals impounded from the City.
 - (vi) Number of hours spent by Society personnel on City emergency calls.
 - (vii) Number of animals from the City euthanized on premises.
 - (viii) Number of City residents participating in Society educational programs.
 - (ix) Number of complaints received from City residents regarding enforcement or other services provided by the Society and the disposition of such complaints.

- f. The Society shall provide the City with quarterly and annual financial reports that shall include, without limitation, an accounting of all license and impoundment fees collected hereunder.
 - g. The Society shall routinely send copies to the City of all special reports or studies that the Society provides to its members or the public.
7. Audits.
- a. The Society shall cause an independent accounting audit to be performed by a certified public accountant on an annual basis at the Society's sole cost. A copy of the audit shall be available to the City in the first quarter of the calendar year.
 - b. The Society agrees to make its financial and statistical records available to the City upon request for the purpose of conducting an audit to assess the Society's performance of the terms of this Agreement. Such audit shall be conducted during the Society's normal business hours on the Society's premises at the City's sole cost.
8. Weapons.
- a. Animal control officers shall not carry guns, rifles, or firearms, other than tranquilizer guns, while working within the City. In the event an animal control officer finds it necessary to use a weapon to destroy a vicious animal, the officer shall notify the Loveland Police Department to respond and assist prior to the animal's destruction.
 - b. Animal control officers shall carry bite sticks and pepper spray for the sole purpose of defending themselves against vicious animals. Said officers shall be required to attend and successfully complete training on the use of bite sticks and pepper spray.
9. License and Impoundment Fees. The Society shall charge and collect all license and impoundment fees established by the City Council. The Society shall be entitled to retain all license and impoundment fees collected hereunder.
10. Legal Process. When appropriate, the Society shall write and serve legal process upon persons desiring to reclaim impounded animals.
11. Court Fines. The parties understand and agree that all fines collected by the Loveland Municipal Court resulting from a criminal violation of the Loveland Municipal Code shall be retained by the City.

12. Timely Performance. The parties understand and agree that that timely performance of the provisions of this Agreement is of the essence, and the failure of either party to so perform shall constitute a breach of this Agreement.
13. Loveland Municipal Code. The Society shall comply with all applicable provisions of the Loveland Municipal Code, as amended from time to time and available via the City's website. The parties acknowledge that the terms and conditions of this Agreement are, in part, based upon the Society's expectation that the City's ordinances authorizing license and impoundment fees shall remain in effect and that the Society may retain said fees in accordance with paragraph 9, above.
14. Monitoring and Evaluation. The City reserves the right to monitor and evaluate the Society's performance to ensure that the terms of this Agreement are being satisfactorily met in accordance with the City's and other applicable monitoring and evaluating criteria and standards. The Society shall cooperate with the City relating to such monitoring and evaluation.
15. Independent Contractor. The parties agree that the Society shall be an independent contractor and shall not be an employee, agent, or servant of the City. **The Society is not entitled to workers' compensation benefits from the City and is obligated to pay federal and state income tax on any money earned pursuant to this Agreement.** The Society shall be solely responsible for the Society's employees' compensation and benefits.
16. Appropriation. To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of 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. City shall have no obligation to continue this Agreement in any fiscal year in which no such appropriation is made.
17. Fuel and Vehicle Servicing. The Society may purchase fuel and vehicle servicing from the City at rates set by the City. The Society shall pay the costs of such purchases within twenty (20) days of billing. Amounts not paid on or before said date may be set-off against the monthly payment due to the Society as set forth in paragraph 3, above.
18. Insurance.
 - a. Comprehensive General Liability Insurance. The Society shall procure and keep in force during the duration of this Agreement a policy of comprehensive general liability insurance insuring the Society and naming the City as an additional insured against any liability for personal injury, bodily injury, or death arising out of the performance of the services with at least One Million Dollars (\$1,000,000) each occurrence. The limits of said insurance shall not, however, limit the liability of the Society hereunder.

- b. Comprehensive Automobile Liability Insurance. The Society shall procure and keep in force during the duration of this Agreement a policy of comprehensive automobile liability insurance insuring the Society and naming the City as an additional insured against any liability for personal injury, bodily injury, or death arising out of the use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by the Society which are used in connection with this Agreement, whether the motor vehicles are owned, non-owned, or hired, with a combined single limit of at least One Million Dollars (\$1,000,000). The limits of said insurance shall not, however, limit the liability of the Society hereunder.
- c. Other Insurance. During the term of this Agreement, the Society shall procure and keep in force workers' compensation insurance and all other insurance required by any applicable law.
- d. Terms of Insurance.
- (i) Insurance required by this Agreement shall be with companies qualified to do business in the State of Colorado with a general policyholder's financial rating of not less than A+3A as set forth in the most current edition of "Best's Insurance Reports" and may provide for deductible amounts as Consultant deems reasonable for the Services, but in no event greater than Twenty Thousand Dollars (\$20,000). No such policies shall be cancelable or subject to reduction in coverage limits or other modification except after thirty (30) days prior written notice to the City. The Society shall identify whether the type of coverage is "occurrence" or "claims made." If the type of coverage is "claims made," which at renewal the Society changes to "occurrence," the Society shall carry a six (6)- month tail. The Society shall not do or permit to be done anything that shall invalidate the policies.
- (ii) The policies described in subparagraphs 18.a and b above shall be for the mutual and joint benefit and protection of the Society and the City. Such policies shall provide that the City, although named as an additional insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its officers, employees, and agents by reason of negligence of the Society, its officers, employees, agents, subcontractors, or business invitees. Such policies shall be written as primary policies not contributing to and not in excess of coverage the City may carry.
- e. Evidence of Coverage. Before commencing work under this Agreement, the Society shall furnish to the City certificates of insurance policies evidencing insurance coverage required by this Agreement. The Society understands and

agrees that the City shall not be obligated under this Agreement until the Society furnishes such certificates of insurance.

19. Indemnification. The Society shall protect, indemnify, and save harmless the City, its officers, employees, and agents from any and every action, cause of action, claim, or demand of any person, natural or corporate, resulting from or arising out of any negligent act, omission, or tortuous conduct of the Society, its officers, employees, or agents relating to the performance of any of the obligations of this Agreement. The Society shall not, however, be liable for the acts, claims, or demands that may arise from the negligent acts of the City, its officers, employees, or agents, nor for acts, claims, or demands based upon the operation of the shelter by the Society in compliance with instructions or orders given to the Society by the City, its officers, employees, or agents, and the City shall hold the Society harmless therefrom to the extent permitted by law.
20. Governmental Immunity Act. Nothing herein shall be deemed to be a waiver of the City's sovereign immunity or the limitations on liability set forth in the Colorado Governmental Immunity Act or other applicable laws granting similar protection.
21. Termination.
 - a. For Convenience. The City has the right and option to terminate this Agreement by action of the City Council, and the Society has the right and option to terminate this Agreement by action of its Board of Directors. The effective day of any such termination shall be no less than ninety (90) days from the date of delivery of the notice that such action has been taken.
 - b. For Cause. If, through any cause, either party fails to fulfill its obligations under this Agreement in a timely and proper manner, violates any provision of this Agreement, or violates any applicable law, the non-breaching party shall have the right to terminate this Agreement for cause upon thirty (30) days written notice; provided, however, that the breaching party shall have the right to cure such breach within said thirty (30) day period. In the event of such termination by the City, the City shall be liable to pay the Society for services performed as of the effective date of termination, but shall not be liable to the Society for anticipated profits. Notwithstanding the above, the Society shall not be relieved of liability to the City for any damages sustained by the City by virtue of any breach of this Agreement, and the City may withhold payment to the Society for the purposes of setoff until such time as the exact amount of damages due to the City from the Society is determined.
22. Renewal.
 - a. The parties desire that this arrangement be of an ongoing nature, but it is understood and agreed that the City and the Society shall annually

convenience of reference and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.

- f. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.
- g. Entire Agreement. 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 WITNESS WHEREOF, the parties hereto have signed this Agreement the day and year first above written.

CITY OF LOVELAND, COLORADO

By: _____
City Manager

ATTEST:

City Clerk

Approved as to form:




Teresa Ablao
Assistant City Attorney

LARIMER HUMANE SOCIETY

By: _____
Executive Director
S. Ditt & Carlson

ATTEST:



Secretary DIRECTOR OF ANIMAL CONTROL
BILL PORTEZ



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: 12/4/2012
TO: City Council
FROM: Keith Reester, Public Works Department
PRESENTER: Keith Reester

TITLE:

Public Hearing and first reading of an ordinance amending the Loveland Municipal Code at Chapter 2.24 concerning the City Manager, and Chapter 12.48 concerning the Airport

RECOMMENDED CITY COUNCIL ACTION:

Adopt the ordinance on first reading as recommended.

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 a legislative action to adopt an ordinance amending Chapter 2.24 and Chapter 12.48. The amendments to Chapter 2.24 will allow the City Manager to enter into leases for real property owned or rented by the city and revocable licenses for real property owned by the City. The amendments to Chapter 12.48 will allow the Airport Manager to enter into leases for real property owned by the city and located at the Fort Collins-Loveland Airport. They will also add approved heliports to the list of places at which aircraft may land without further approval from the Airport, and exempt emergency medical transport aircraft from the requirements of Section 12.48.030.

BUDGET IMPACT:

- Positive
 Negative
 Neutral or negligible

SUMMARY:

The City of Loveland owns several parcels of real property that were purchased for future project needs. Until those projects are fully funded and ready to move forward, the City often

enters into leases to gain back some revenue from the purchase of the property. Although the City Charter allows the City to lease property it owns or leases from others, and to grant revocable licenses for the use of city-owned property, the Loveland Municipal Code is silent as to the City Manager's authority to execute those leases and revocable permits. This ordinance would allow grant the City Manager or his designee the authority to enter into leases and revocable licenses. It would also delegate signature authority for leases of real property located at the Fort Collins-Loveland airport to the Airport Director.

In addition, this ordinance would add approved heliports to the list of places at which aircraft can land within the City without further approval from the Airport, and exempt emergency medical transport aircraft from the requirements of Section 12.48.030.

REVIEWED BY CITY MANAGER:



LIST OF ATTACHMENTS:

1. Redlined copy of Ordinance.
2. Ordinance.

FIRST READING December 4, 2012

SECOND READING _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE LOVELAND MUNICIPAL CODE AT CHAPTER 2.24 CONCERNING THE CITY MANAGER, AND CHAPTER 12.48 CONCERNING THE AIRPORT

WHEREAS, Section 14-2 of the Loveland City Charter authorizes the City to grant revocable permits and licenses for the temporary use or occupation of any street, alley, other public way, or City-owned place; and

WHEREAS, the Charter and Loveland Municipal Code are silent as to who may enter into revocable permits and licenses on behalf of the City; and

WHEREAS, Section 31-15-713 of the Colorado Revised Statutes authorizes the governing body of each municipality within the State of Colorado, by ordinance or by resolution, to lease any real estate owned by the municipality when deemed by the governing body to be in the best interest of the municipality; and

WHEREAS, as a home rule municipality, the City of Loveland may adopt an ordinance delegating the authority granted to the governing body in C.R.S. Section 31-15-713; and

WHEREAS, the City Council desires to delegate to the City Manager the authority to grant certain revocable permits and licenses, and to delegate to the City Manager and to the Airport Manager the authority to enter into certain lease agreements, all for administrative and operational efficiency.

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

Section 1. That Section 2.24.040 of the Loveland Municipal Code is hereby amended to read as follows:

2.24.040 Authority Expenditures.

- A. The city manager is authorized and directed to make all proper expenditures necessary for the operation of the city, including, without limitation, advertising for, receiving, and awarding bids and entering into contracts and agreements in accordance with Chapter 3.12.

B. The authority granted by this section may also be exercised by the city manager's duly authorized designees.

- ~~B. The city manager is hereby authorized to approve and execute lease agreements in real property owned in the name of the city and located at the Fort Collins Loveland Municipal Airport, provided that:

 - ~~1. The use to which the real property is to be put under the lease is an aeronautical or general aviation use or a use which directly augments an aeronautical or general aviation use; and~~
 - ~~2. The use to which the real property is to be put is permitted by any land use or zoning codes or regulations applicable to the real property; and~~
 - ~~3. The lease and the use to which the real property is to be put is in compliance with all Federal Aviation Administration and state laws, regulations, and agreements applicable to the property to be leased; and~~
 - ~~4. The lease provides that the city shall receive a rental amount which is determined by the city manager to approximate the fair market value for the lease of the real property; and~~
 - ~~5. The real property to be leased is not a part of the city's water or electric utility systems.~~~~
- ~~C. The term "lease" when used in this section shall mean a contract by which the city grants to another the right to possess, use, and enjoy any real property owned by the city for ten days or longer in exchange for the payment of rent in a stipulated amount.~~
- ~~D. The authority granted by this section shall be exercisable by the duly appointed acting city manager in the absence of the city manager, subject to the same conditions and restrictions set forth in this section. In addition, the city manager may authorize subordinate officers and employees to enter into contracts and expend funds on behalf of the city subject to the same conditions and restrictions set forth in this section.~~

Section 2. That Chapter 2.24 of the Loveland Municipal Code is hereby amended by addition of a new Section 2.24.050 to read as follows:

2.24.050 Leases.

- A. The city manager is authorized to approve and execute leases in real property owned or leased in the name of the city and located at the Fort Collins-Loveland Airport, provided that the lease shall comply with the provisions of paragraph B. of Section 12.48.020.
- B. The city manager is authorized to approve and execute leases for all other real property owned or leased in the name of the city, provided that:

 - 1. The lease is for a term of no more than ten years; and
 - 2. The lease provides that the city shall receive a rental amount which reasonably represents, as of the date of the lease, fair market rental value for the lease of the real property.
- C. The term "lease," when used in this section, shall mean a contract by which the city grants to another the right to possess, use, and enjoy any real property owned or leased in the name of the city, for ten days or longer, in exchange for the payment of rent in an agreed amount.
- D. The authority granted by this section may also be exercised by the city manager's duly authorized designees.

E. The city manager shall notify the city council in writing of the granting of any lease pursuant to this section and the granting of any lease by the airport manager pursuant to Section 12.48.020 within thirty days after such lease has been fully executed.

Section 3. That Chapter 2.24 of the Loveland Municipal Code is hereby amended by addition of a new Section 2.24.060 to read as follows:

2.24.060 Revocable licenses and permits.

- A. The city manager is authorized to grant a revocable license or revocable permit for the use or occupation of any real property owned in the name of the city.
- B. Any such license or permit may include such conditions and requirements as the city manager deems necessary and appropriate to protect the city’s interests, and shall be revocable at the pleasure of the city manager, whether or not such right to revoke is expressly reserved in such license or permit.
- C. The terms “revocable license” and “revocable permit,” when used in this section, shall not mean:
 - 1. Those licenses and permits authorizing the temporary use or occupation of any real property owned in the name of the city that are authorized entirely through other administrative processes provided for in the city charter or code, including, without limitation, right-of-way work permits; or
 - 2. Franchises.
- D. The authority granted by this section may also be exercised by the city manager’s duly authorized designees.
- E. The city manager shall notify the city council in writing of the granting of any license or permit pursuant to this section within thirty days after such grant is fully executed.

Section 4. That subsection A. of Section 3.08.010 of the Loveland Municipal Code is hereby amended to read as follows:

- A. There is created and established a capital improvement fund in which all moneys from the sale of the Fort Collins-Loveland Municipal Airport and any other improvements which may be sold by the city shall be placed.

Section 5. That Section 12.48.010 of the Loveland Municipal Code is hereby amended to read as follows:

12.48.010 Definitions.

As used in this chapter, the following words shall have the following meanings:

- ~~A. “Acrobatic flying” means any intentional airplane maneuver or stunt not necessary to maintain normal flight.~~
 - ~~B. “Aircraft” means any airplane, helicopter, flying machine, gasbag, balloon, or any contrivance now known or hereafter invented, used, or designed for navigation or flight in the air.~~
 - ~~C. “Airport” means the Fort Collins-Loveland Municipal Airport.~~
- “Federal Aviation Administration” means the Federal Aviation Administration of the government of the United States of America.

“Heliport” means the area of land, water, or a structure used or intended to be used for the landing and takeoff of helicopters, together with appurtenant buildings and facilities.

“Lease” means a contract by which the city grants to another the right to possess, use, and enjoy real property owned or leased in the name of the city, for ten days or longer, in exchange for the payment of rent in an agreed amount.

“Manager” means the airport manager.

Section 6. That Chapter 12.48 of the Loveland Municipal Code is hereby amended by addition of a new Section 12.48.020 to read as follows:

12.48.020 Airport manager; authority.

- A. The manager shall have the duty and authority to organize, direct, and manage the airport and shall perform such other functions as may be prescribed by the city manager.
- B. The manager is hereby authorized to approve and execute leases of real property owned in the name of the city and located at the airport, provided that:
 - 1. The use to which the real property is to be put under the lease is an aeronautical or general aviation use or a use which directly augments an aeronautical or general aviation use;
 - 2. The use to which the real property is to be put is permitted by the land use and zoning codes and regulations applicable to the real property;
 - 3. The lease and the use to which the real property is to be put is in compliance with all federal, state, and local laws, regulations, and agreements applicable to the property to be leased;
 - 4. The lease is for a term of no more than twenty-five years; and
 - 5. The lease provides that the city shall receive a rental amount that reasonably represents, as of the date of the lease, the fair market rental value for the lease of the real property.
- C. The manager shall notify the city manager in writing of the granting of any lease pursuant to this section within fifteen days after such lease is fully executed.

Section 7. That Section 12.48.110 of the Loveland Municipal Code is hereby recodified at Section 12.48.030 and amended to read as follows:

12.48.11030 Takeoff and Landing in city outside of airport prohibited.

It is unlawful for any person to perform any takeoff or landing of an aircraft within the corporate limits of the city, except at the ~~Fort Collins Loveland Municipal Airport~~ or an approved heliport, without obtaining prior approval of the city manager. Such approval shall be granted upon the terms and conditions determined by the city manager, taking into account safety of persons and property. The provisions of this section shall not apply to the operation of aircraft by any emergency medical transportation aircraft or governmental agency; provided, that the city council may regulate the location for takeoffs and landings within the city which are performed by governmental agencies on a regular basis.

Section 8. 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).

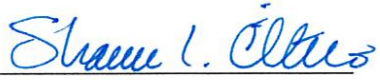
ADOPTED this _____ day of December, 2012.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



Assistant City Attorney

FIRST READING December 4, 2012

SECOND READING _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE LOVELAND MUNICIPAL CODE AT CHAPTER 2.24 CONCERNING THE CITY MANAGER, AND CHAPTER 12.48 CONCERNING THE AIRPORT

WHEREAS, Section 14-2 of the Loveland City Charter authorizes the City to grant revocable permits and licenses for the temporary use or occupation of any street, alley, other public way, or City-owned place; and

WHEREAS, the Charter and Loveland Municipal Code are silent as to who may enter into revocable permits and licenses on behalf of the City; and

WHEREAS, Section 31-15-713 of the Colorado Revised Statutes authorizes the governing body of each municipality within the State of Colorado, by ordinance or by resolution, to lease any real estate owned by the municipality when deemed by the governing body to be in the best interest of the municipality; and

WHEREAS, as a home rule municipality, the City of Loveland may adopt an ordinance delegating the authority granted to the governing body in C.R.S. Section 31-15-713; and

WHEREAS, the City Council desires to delegate to the City Manager the authority to grant certain revocable permits and licenses, and to delegate to the City Manager and to the Airport Manager the authority to enter into certain lease agreements, all for administrative and operational efficiency.

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

Section 1. That Section 2.24.040 of the Loveland Municipal Code is hereby amended to read as follows:

2.24.040 Expenditures.

- A. The city manager is authorized and directed to make all proper expenditures necessary for the operation of the city, including, without limitation, advertising for, receiving, and awarding bids and entering into contracts and agreements in accordance with Chapter 3.12.
- B. The authority granted by this section may also be exercised by the city manager’s duly authorized designees.

Section 2. That Chapter 2.24 of the Loveland Municipal Code is hereby amended by addition of a new Section 2.24.050 to read as follows:

2.24.050 Leases.

- A. The city manager is authorized to approve and execute leases in real property owned or leased in the name of the city and located at the Fort Collins-Loveland Airport, provided that the lease shall comply with the provisions of paragraph B. of Section 12.48.020.
- B. The city manager is authorized to approve and execute leases for all other real property owned or leased in the name of the city, provided that:
 1. The lease is for a term of no more than ten years; and
 2. The lease provides that the city shall receive a rental amount which reasonably represents, as of the date of the lease, fair market rental value for the lease of the real property.
- C. The term “lease,” when used in this section, shall mean a contract by which the city grants to another the right to possess, use, and enjoy any real property owned or leased in the name of the city, for ten days or longer, in exchange for the payment of rent in an agreed amount.
- D. The authority granted by this section may also be exercised by the city manager’s duly authorized designees.
- E. The city manager shall notify the city council in writing of the granting of any lease pursuant to this section and the granting of any lease by the airport manager pursuant to Section 12.48.020 within thirty days after such lease has been fully executed.

Section 3. That Chapter 2.24 of the Loveland Municipal Code is hereby amended by addition of a new Section 2.24.060 to read as follows:

2.24.060 Revocable licenses and permits.

- A. The city manager is authorized to grant a revocable license or revocable permit for the use or occupation of any real property owned in the name of the city.
- B. Any such license or permit may include such conditions and requirements as the city manager deems necessary and appropriate to protect the city’s interests, and shall be revocable at the pleasure of the city manager, whether or not such right to revoke is expressly reserved in such license or permit.
- C. The terms “revocable license” and “revocable permit,” when used in this section, shall not mean:
 1. Those licenses and permits authorizing the temporary use or occupation of any real property owned in the name of the city that are authorized entirely through other administrative processes provided for in the city charter or code, including, without limitation, right-of-way work permits; or
 2. Franchises.
- D. The authority granted by this section may also be exercised by the city manager’s duly authorized designees.
- E. The city manager shall notify the city council in writing of the granting of any license or permit pursuant to this section within thirty days after such grant is fully executed.

Section 4. That subsection A. of Section 3.08.010 of the Loveland Municipal Code is hereby amended to read as follows:

- A. There is created and established a capital improvement fund in which all moneys from the sale of the Fort Collins-Loveland Municipal Airport and any other improvements which may be sold by the city shall be placed.

Section 5. That Section 12.48.010 of the Loveland Municipal Code is hereby amended to read as follows:

12.48.010 Definitions.

As used in this chapter, the following words shall have the following meanings:

“Aircraft” means any airplane, helicopter, flying machine, gasbag, balloon, or any contrivance now known or hereafter invented, used, or designed for navigation or flight in the air.

“Airport” means the Fort Collins-Loveland Municipal Airport.

“Federal Aviation Administration” means the Federal Aviation Administration of the government of the United States of America.

“Heliport” means the area of land, water, or a structure used or intended to be used for the landing and takeoff of helicopters, together with appurtenant buildings and facilities.

“Lease” means a contract by which the city grants to another the right to possess, use, and enjoy real property owned or leased in the name of the city, for ten days or longer, in exchange for the payment of rent in an agreed amount.

“Manager” means the airport manager.

Section 6. That Chapter 12.48 of the Loveland Municipal Code is hereby amended by addition of a new Section 12.48.020 to read as follows:

12.48.020 Airport manager; authority.

- A. The manager shall have the duty and authority to organize, direct, and manage the airport and shall perform such other functions as may be prescribed by the city manager.
- B. The manager is hereby authorized to approve and execute leases of real property owned in the name of the city and located at the airport, provided that:
 - 1. The use to which the real property is to be put under the lease is an aeronautical or general aviation use or a use which directly augments an aeronautical or general aviation use;
 - 2. The use to which the real property is to be put is permitted by the land use and zoning codes and regulations applicable to the real property;
 - 3. The lease and the use to which the real property is to be put is in compliance with all federal, state, and local laws, regulations, and agreements applicable to the property to be leased;
 - 4. The lease is for a term of no more than twenty-five years; and
 - 5. The lease provides that the city shall receive a rental amount that reasonably represents, as of the date of the lease, the fair market rental value for the lease of the real property.

C. The manager shall notify the city manager in writing of the granting of any lease pursuant to this section within fifteen days after such lease is fully executed.

Section 7. That Section 12.48.110 of the Loveland Municipal Code is hereby recodified at Section 12.48.030 and amended to read as follows:

12.48.030 Takeoff and landing outside of airport prohibited.

It is unlawful for any person to perform any takeoff or landing of an aircraft within the corporate limits of the city, except at the airport or an approved heliport, without obtaining prior approval of the city manager. Such approval shall be granted upon the terms and conditions determined by the city manager, taking into account safety of persons and property. The provisions of this section shall not apply to the operation of aircraft by any emergency medical transportation aircraft or governmental agency; provided, that the city council may regulate the location for takeoffs and landings within the city which are performed by governmental agencies on a regular basis.

Section 8. 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).

ADOPTED this _____ day of December, 2012.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



Assistant City Attorney



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: 7
MEETING DATE: 12/4/2012
TO: City Council
FROM: Cindy Scymanski, Buyer
PRESENTER: Brent Worthington, Finance Director

TITLE:

Award contract for asphalt products for street construction projects

RECOMMENDED CITY COUNCIL ACTION:

Adopt a motion to approve a contract with Coulson Excavating Company, Inc and authorize the City Manager to sign 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 approve a contract with Coulson Excavating Company, Inc. for \$600,000 for purchase of various asphalt products for road patching and construction for a period covering December 1, 2012 thru October 31, 2013, and authorize the City Manager to sign the contract.

BUDGET IMPACT:

- Positive
 Negative
 Neutral or negligible

Budget dollars are available in in various departments' line items in 2013.

SUMMARY:

The City advertised and received bids on October 18, 2012 for the purchase of pit materials, including asphalt products, to be used in City projects including the street rehabilitation program. Until 2012, unit prices were such that the total amount spent was under \$500,000; therefore, contracts were awarded by staff and did not come before Council for approval. Unit price of

asphalt for last contracting period of November 1, 2011 thru October 31, 2012 (extended to December 1, 2012 because of staff absence) was \$41.50/ton. Unit price for contracting period December 1, 2012 thru October 31, 2013 is \$45.00/ton. This price can increase or decrease depending on asphaltic oil prices during the year. These aggregate materials will be rebid in October 2013.

REVIEWED BY CITY MANAGER: *William D. Cabell*

LIST OF ATTACHMENTS: None



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: 8
MEETING DATE: 12/4/2012
TO: City Council
FROM: Cindy Scymanski, Finance/Purchasing
PRESENTER: Brent Worthington, Finance Director

TITLE: Contract Award for Tree Trimming and Removal Services

RECOMMENDED CITY COUNCIL ACTION:

Adopt a motion to approve a contract with Asplundh Tree Experts Company for services in 2013 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 approve a contract with Asplundh Tree Experts Company for \$650,000 for tree trimming and removal in Parks, Golf Courses, ROW, facility grounds, and around City owned electrical lines for fiscal year 2013, and authorizes the City Manager to execute the contract.

BUDGET IMPACT:

- Positive
 Negative
 Neutral or negligible

Budget dollars are available in Public Works (\$100,000), Parks & Recreation & Golf (\$60,000), and Water & Power (\$400,000), and (\$90,000) unencumbered for code enforcement and emergency trimming and removal.

SUMMARY:

In November 2009 sealed bids were opened for tree trimming/removal services on an as needed basis for Public Works, Parks & Recreation, Golf, and Water and Power. The contract for the 2010 budget year was extended with the same contractor at the same prices for the

2011 budget year. The Contractor increased prices 2.5% for 2012. The Contractor will hold prices at 2012 levels for 2013.

The not to exceed contract amount for 2013 was set by estimates given by each department in November of 2012; Public Works \$100,000, Parks & Golf \$60,000, and Power \$400,000. The Water and Power Department, Power Division, has been utilizing two crews and a planner full time to aggressively try to accomplish tree trimming in the Canyon, additional growth related areas, and customer requests to get the trimming around power lines into a four year trimming cycle.

Since this contract is used for multiple departments and for emergency clean up in case of adverse weather or disaster staff recommends the contract amount of \$650,000 to have \$90,000 unencumbered funds in case of emergency.

REVIEWED BY CITY MANAGER: *William D. Cabell*

LIST OF ATTACHMENTS:

None



CITY OF LOVELAND
HUMAN RESOURCES DEPARTMENT
 Civic Center • 500 East Third • Loveland, Colorado 80537
 (970) 962-2371 • FAX (970) 962-2919 • TDD (970) 962-2620

AGENDA ITEM: 9
MEETING DATE:
TO: City Council
FROM: Human Resources Department
PRESENTER: Julia Holland, HR Director
 Bettie Greenberg, Risk Manager

TITLE:
 Property and Liability Insurance Coverage Renewal

RECOMMENDED CITY COUNCIL ACTION:

Adopt a motion to award the City's property and liability insurance coverage to CIRSA and authorize the City to continue the Intergovernmental Agreement with CIRSA and establish a purchase order in the amount of \$836,435.

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 authorize the City to continue its Intergovernmental Agreement with CIRSA for 2013 property and liability insurance coverage and establish a purchase order in the amount of \$836,435 for premium, claims administration, and payment of estimated claims for 2013 and remaining open claims or new claims from prior years.

BUDGET IMPACT:

- Positive
 Negative
 Neutral or negligible

Contract amount is within the 2013 Human Resources/Risk Budget

SUMMARY:

A Request for Proposal was conducted in 2012 for the City's property and liability insurance and the City selected to remain with CIRSA.

For 2013, CIRSA's quoted the City's property and liability insurance at \$356,416 with a \$150,000 per occurrence deductible and \$5,000,000 in general liability limits. In 2012, the quote was \$326,978, but with a \$200,000 per occurrence deductible. In addition to lowering the deductible, the City's exposures have increased, which accounts for the increase in premium. An additional \$60,000 in premium is anticipated for miscellaneous premium for Boiler & Machinery Coverage, Excess Crime, Fiduciary Liability, Special Events, and coverage for the Loveland Larimer Building Authority (Police and Courts). The remaining \$420,019 is for estimated claims reported in 2013 and remaining open claims from prior years.

REVIEWED BY CITY MANAGER: *William D. Cabell*

LIST OF ATTACHMENTS:

1. Quote from CIRSA

**CIRSA Property/Casualty Pool
Preliminary 2013 Contribution Quotation for:
Loveland**

Current Deductibles:

Liability *	Auto Liability	Physical Damage	Property **	To Continue with This Deductible Option for 2013 Initial Here:
\$200,000	\$200,000	\$250,000	\$250,000	

(or choose another option below)

Contribution Before Reserve and Loss Experience: \$381,324
 Reserve Fund Contribution: \$0
 Impact of Loss Experience: (\$24,116)
 Total 2013 Preliminary Quotation Before Credits: \$357,208

Credit Options: You must write in the amount that you wish to use. Amounts may be split between available options.

Credit PC Contribution	Deposit / Leave in Account	Send Check	Credit WC Contribution
M			
M			

2012 Loss Control Audit Credit: (\$3,971)
 Balance Remaining from Prior Year's LC Credits: \$0
 PC Member Equity Account Adjustment: (\$9,416)

**Preliminary Quotation at Current Deductible
With All Available Credits Applied: \$343,821**

Or, select a different deductible option:

Liability *	Auto			Revised Quote (Before Credits)	To Accept a New Deductible Option for 2013, Initial Next to the Option (Choose Only One):
	Auto Liability	Physical Damage	Property **		
\$200,000	\$200,000	\$200,000	\$200,000	\$369,803	M
\$250,000	\$250,000	\$250,000	\$250,000	\$340,957	
\$150,000	\$150,000	\$150,000	\$150,000	\$406,026	
\$200,000	\$200,000	\$150,000	\$150,000	\$382,433	

DO NOT PAY THE AMOUNT SHOWN ON PAGE 1. AN INVOICE WILL BE SENT ON JANUARY 1, 2013.

This preliminary quotation includes all exposures reported on your entity's 2013 Property/Casualty Renewal Application and any Application Amendment Requests received by CIRSA before August 20, 2012.

* Regarding the Liability Deductible shown on page 1, a \$500 deductible quotation is offered to members, if requested, for general liability. However, police professional and public officials errors and omissions deductibles cannot go below \$1,000.

** Regarding the Property Deductible shown on page 1, an additional property deductible will apply separately to each location in a National Flood Insurance Program (NFIP) Zone A if total building and contents values at that location are in excess of \$1,000,000. The deductible will be the maximum limit of coverage which could have been purchased through NFIP, whether it is purchased or not.

Based upon the selections made in your 2013 Property/Casualty Renewal Application, the City of Loveland has elected not to participate in Uninsured/Underinsured Motorist Coverage.

If this is incorrect, or you wish to change your selection at this time, please contact your Underwriting Representative at (800) 228-7136 or (303) 757-5475.

The undersigned is authorized to accept this preliminary quotation on behalf of the City of Loveland.

We accept this preliminary quotation for January 1, 2013 to January 1, 2014. We understand our final invoice may increase or decrease depending upon the number of CIRSA Property/Casualty members for 2013, actual excess insurance premiums, and any changes made to our 2013 renewal application.

Signature: *Catherine Wegman*
Title: City Manager
Date: 10-26-12

Signature must be that of the Mayor, Manager, Clerk or equivalent (such as President of a Special District.)

Both pages of this form must be returned by Monday, October 1, 2012. A mailed, faxed or e-mailed copy is acceptable. Please return to:

Catherine Wegman, Underwriting Administrative Assistant
3665 Cherry Creek North Drive
Denver, CO 80209
Fax: (303) 757-8950 or (800) 850-8950
E-Mail: Catherine.W@cirsa.org



CITY OF LOVELAND
HUMAN RESOURCES DEPARTMENT
 Civic Center • 500 East Third • Loveland, Colorado 80537
 (970) 962-2371 • FAX (970) 962-2919 • TDD (970) 962-2620

AGENDA ITEM: 10
MEETING DATE: 12/18/2012
TO: City Council
FROM: Human Resources Department
PRESENTER: Julia Holland, Human Resources Director

TITLE:

Contract Award for medical stop loss coverage to Sun Life of Canada

RECOMMENDED CITY COUNCIL ACTION:

Adopt a motion to award the contract for City employee medical stop loss coverage to Sun Life of Canada in an amount not to exceed \$827,000 and to authorize the City Manager to execute the contract on behalf of the City.

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 authorize the City Manager to enter into a contract for up to \$827,000 for 2013 with Sun Life of Canada for the City of Loveland employee healthcare stop loss insurance. The contract stipulates that Sun Life of Canada will provide stop loss insurance for health claims over \$150,000 while Cigna retains processing claims under \$150,000. This contract is within the benefits budget already approved for 2013.

BUDGET IMPACT:

- Positive
 Negative
 Neutral or negligible

This contract is within the benefits budget already approved for 2013.

SUMMARY:

For the 2012 budget year the City's Benefits Broker, Hays, secured a significant savings for the medical plan by carving out the stop loss insurance portion of health claims. This insurance had

previously been bundled with CIGNA since 1999. Stop Loss insurance is now put out to bid each year in an effort to minimize costs to the City. The recommendation to renew with Sun Life is due to their reasonable rate increase of 4.9%, which is competitive with the other bids received and within the projected and approved 2013 budget.

REVIEWED BY CITY MANAGER: *William D. Cabell*

LIST OF ATTACHMENTS:

1. Sun Life Renewal Estimates

City of Loveland
Stop Loss Analysis

Hays

	Sun Life		
	Current	Initial Renewal	Negotiated Renewal
Individual Stop Loss			
Coverage	Med/Rx	Med/Rx	Med/Rx
Contract	24/12	Paid	Paid
Maximum Lifetime Reimbursement	Unlimited	Unlimited	Unlimited
ISL Level	\$150,000	\$150,000	\$150,000
Aggregate Stop Loss			
Coverage	Med/Rx	Med/Rx	Med/Rx
Contract	24/12	24/12	24/12
Medical/Rx	\$1,335.37	\$1,467.06	\$1,467.06
Premium			
Composite ISL Premium PEPM	\$81.95	\$106.13	\$86.05
Composite ASL Premium PEPM	\$3.29	\$3.39	\$3.39
Stop Loss Interface Fee			
Total Annual Stop Loss Premium	\$649,529	\$834,542	\$681,533
Difference in Cost		\$185,014	\$32,004
% Change from Current		28.5%	4.9%
Assumed Enrollment			
Single	217	217	
Family	418	418	
Total Enrollment	635	635	635

Note: Above exhibit is provided to assist in evaluating your program and estimating plan expenses. Data is gathered from various sources and is unaudited.



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: 11
MEETING DATE: 12/4/2012
TO: City Council
FROM: Greg George, Development Services Director
PRESENTER: Greg George

TITLE:

An ordinance amending Ordinance No. 5685 to extend the City's moratorium on the acceptance and processing of land use applications, permits and other approvals concerning the conduct of oil and gas operations within the City

RECOMMENDED CITY COUNCIL ACTION:

Adopt 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 a legislative action to consider extending the City's moratorium on the acceptance and processing of land use applications, permits and other approvals concerning the conduct of oil and gas operations within the City.

BUDGET IMPACT:

- Positive
 Negative
 Neutral or negligible

SUMMARY:

On May 15, 2012, the City Council adopted as an emergency ordinance Ordinance No. 5685. Ordinance No. 5685 imposed a nine-month moratorium on the City's acceptance, processing and approval of all applications for City licenses, permits and any other approvals needed for conducting within the City "Oil and Gas Uses," as such term is defined in Ordinance No. 5685. This moratorium began on May 16, 2012, and is currently set to expire on February 16, 2013.

The primary purpose of this moratorium has been to give City staff and the Council a reasonable opportunity to investigate the extent of the City's legal authority to regulate Oil and Gas Uses occurring within the City and to consider the adoption and implementation of local oil and gas regulations consistent with that authority in order to protect the public's health, safety and welfare. During this process, City staff has learned that the Colorado Oil and Gas Commission ("Commission") has begun its rulemaking process to adopt new oil and gas regulations related to air quality and setbacks. The Commission is expected to complete its final adoption of these new regulations on or about January 8, 2013.

Under Colorado law, the City is prohibited from adopting and enforcing local oil and gas regulations that are in "operational conflict" with the Commission's regulations. Therefore, it has been suggested that the City's current schedule for City staff's preparation, the public's review and the Council's consideration of local oil and gas regulations be delayed approximately two months to take these expected new Commission regulations into account.

The only oil and gas company currently known to City staff planning in the near future to commence oil and gas operations within the City is Anadarko Petroleum Corporation ("Anadarko"). Anadarko has indicated its support for the City rescheduling its process to consider local oil and gas regulations as well as the extension of the City's moratorium, to allow the City in its process to take into consideration the Commission's expected new regulations.

The proposed new schedule is for the City's Planning Commission to review the City staff's proposed ordinance for the regulation of oil and gas operations at a public hearing on January 28, 2013, for Council to consider the ordinance at a study session on February 12, 2013, and for Council to consider the ordinance at a public hearing on first reading on March 5, 2013, with the second and final reading of the ordinance on March 19, 2013. Under this schedule, the ordinance, if adopted, would become law on April 2, 2013.

In addition to extending the moratorium, this Ordinance will amend Ordinance No. 5685 to the extent it prohibits seismic testing within the City using vibroseis trucks, also known as thumper trucks, to explore for oil and gas. This will allow such seismic testing in the City during the moratorium so long as the City's local government designee, currently the City's Development Services Director, is given the same prior written notice of such testing as is required to be given by an operator to the Commission by the Commission's regulations. Any other types of seismic testing within the City during the moratorium will be prohibited under this Ordinance.

REVIEWED BY CITY MANAGER:

William D. Cabell

LIST OF ATTACHMENTS:

A. Ordinance

FIRST READING December 4, 2012

SECOND READING _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 5685 TO EXTEND THE CITY’S MORATORIUM ON THE ACCEPTANCE AND PROCESSING OF LAND USE APPLICATIONS, PERMITS AND OTHER APPROVALS CONCERNING THE CONDUCT OF OIL AND GAS OPERATIONS WITHIN THE CITY

WHEREAS, on May 15, 2012, the City Council adopted as an emergency ordinance Ordinance No. 5685; and

WHEREAS, Ordinance No. 5685 imposed a nine-month moratorium on the City’s acceptance, processing and approval of all applications for City licenses, permits and any other approvals needed for conducting within the City “Oil and Gas Uses,” as such term is defined in Ordinance No. 5685; and

WHEREAS, this moratorium began on May 16, 2012, and is currently set to expire on February 16, 2013; and

WHEREAS, the primary purpose of this moratorium has been to give City staff and this Council a reasonable opportunity to investigate the extent of the City’s legal authority to regulate Oil and Gas Uses occurring within the City and to consider the adoption and implementation of local oil and gas regulations consistent with that authority in order to protect the public’s health, safety and welfare; and

WHEREAS, during this process City staff has learned that the Colorado Oil and Gas Commission (“Commission”) has begun its rulemaking process to adopt new oil and gas regulations related to air quality and setbacks; and

WHEREAS, the Commission is expected to complete its final adoption of these new regulations on or about January 8, 2013; and

WHEREAS, since under Colorado law the City is prohibited from adopting and enforcing local oil and gas regulations that are in “operational conflict” with the Commission’s regulations, it has been suggested that the City’s current schedule for City staff’s preparation, the public’s review and the Council’s consideration of local oil and gas regulations be delayed approximately two months to take these expected new Commission regulations into account; and

WHEREAS, the only oil and gas company currently known to City staff planning in the near future to commence oil and gas operations within the City is Anadarko Petroleum Corporation (“Anadarko”); and

WHEREAS, Anadarko has indicated its support for the City rescheduling its process to consider local oil and gas regulations as well as the extension of the City’s moratorium, in order

to allow the City in this process to take into consideration the Commission’s new regulations expected to be adopted in early January; and

WHEREAS, the proposed new schedule is for the City’s Planning Commission to review the City staff’s proposed ordinance for the regulation of oil and gas operations at a public hearing on January 28, 2013, for Council to consider the ordinance at a study session on February 12, 2013, and for Council to consider the ordinance at a public hearing on first reading on March 5, 2013, with the second and final reading of the ordinance on March 19, 2013; and

WHEREAS, under this schedule the ordinance, if adopted, would become law on April 2, 2013; and

WHEREAS, the Council finds that this proposed rescheduling of the process to consider the adoption of local oil and gas regulations and the proposed extension of the moratorium are in the best interest of the City and its citizens.

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

Section 1. That Section 3 of Ordinance No. 5685 is hereby amended to extend the moratorium imposed in Ordinance No. 5685 on any and all Oil and Gas Uses in the City from February 16, 2013, to the earlier of: (a) the date an ordinance is adopted by the City Council to enact local oil and gas regulations becomes law; or (b) April 15, 2013.

Section 2. That to the extent Ordinance No. 5685 prohibits seismic testing within the City using vibroseis trucks, also known as thumper trucks, to explore for oil and gas, such seismic testing shall not be prohibited in the City during the moratorium so long as the City’s local government designee (currently the City’s Development Services Director) is given the same prior written notice of such testing as is required to be given by an operator to the Commission by the Commission’s regulations. Any other types of seismic testing within the City during the moratorium shall be prohibited.

Section 3. That except as amended in this Ordinance, Ordinance No. 5685 is hereby ratified and shall remain in full force and effect.

Section 4. 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).

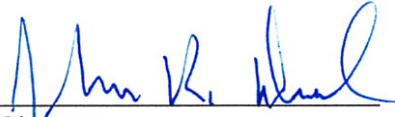
ADOPTED this _____ day of December, 2012.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



City Attorney



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: 12
MEETING DATE: 12/4/2012
TO: City Council
FROM: City Clerk
PRESENTER: Terry Andrews

TITLE:
A motion cancelling the January 1, 2013 regular meeting of City Council, which falls on New Year's Day

RECOMMENDED CITY COUNCIL ACTION:
Approve the motion.

- 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 considering a motion regarding a change Council meeting dates in January 2013.

- BUDGET IMPACT:**
- Positive
 - Negative
 - Neutral or negligible

SUMMARY: None

REVIEWED BY CITY MANAGER: *William D. Cabell*

LIST OF ATTACHMENTS: None

City Council Study Session
November 13, 2012
Page 1 of 1

Mayor Gutierrez called the Study Session of the Loveland City Council to order at 6:30 p.m. on the above date. Councilors present: Gutierrez, Fogle, Trenary, Klassen, Shaffer, Taylor, Farley and McKean.

1. PUBLIC WORKS

City of Loveland Traffic Calming Program Update

City Engineer, Dave Klockeman introduced this discussion item for Council to provide information and answer questions related to the City's Traffic Calming Program. Traffic Engineer, Bill Hange and Civil Engineer, Derek Schuler also addressed Council and answered questions. Mr. Hange reviewed the history of the program that started in 1999 and the updated in 2005 that provided many resources to guide the division's work. Some of the tools discussed were: Yard signs, speed bumps, and speed indicator signs to raise traveler awareness. Mr. Klockeman stated that education of the residents in neighborhoods was the best solution in most instances. Council thanked staff for the presentation.

2. PUBLIC WORKS

Public Works Service Center Design Project and Construction Plan

Public Works Director, Keith Reester presented this item to Council by reviewing the programming process and design that has been completed to date for the proposed Service Center expansion for Public Works Operations. Mr. Reester and Merlin Mailey of the design group RNL, described the project in detail and the proposed funding for the project from both enterprise funds and the general fund. Changes to the scope of the project may have impacts on the capital projects or Capital Expansion Fee (CEF) budgets. Discussion ensued regarding the budget and design options. Council directed staff to move forward with the construction plan and bidding process for the project.

Having no further business to come before Council, the November 13, 2012 Study Session was adjourned at 9:17 p.m.

Respectfully Submitted,

Jeannie M. Weaver, Deputy City Clerk

Cecil A. Gutierrez, Mayor



CITY OF LOVELAND
 ECONOMIC DEVELOPMENT OFFICE
 Civic Center • 500 East Third • Loveland, Colorado 80537
 (970) 962-2304 • FAX (970) 962-2900 • TDD (970) 962-2620

AGENDA ITEM: 14
MEETING DATE: 12/4/2012
TO: City Council
FROM: Economic Development Department
PRESENTER: Mike Scholl, Economic Development Manager

TITLE:

- a) Contract for Small Business Counseling Services
- b) Public hearing and consideration of an ordinance on first reading enacting a supplemental budget and appropriation to the 2013 City of Loveland budget for a contract with the Loveland Chamber of Commerce for small business counseling services

RECOMMENDED CITY COUNCIL ACTION:

Adopt a motion authorizing the City Manager to sign a services agreement with the Chamber of Commerce for \$130,000 for small business counseling services in 2013; 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. The first motion is to authorize the City Manager to sign the contract for small business counseling services with the Loveland Chamber of Commerce. The Chamber of Commerce will contract with the Loveland Center for Business Development to provide the services and will provide oversight and financial management in connection with the provision of those services. The second item appropriates funding for the contract.

BUDGET IMPACT:

- Positive
- Negative
- Neutral or negligible

The contract calls for \$130,000 in payments to the Chamber of Commerce that are appropriated from unassigned fund balance, reducing the flexibility to meet other unanticipated costs.

SUMMARY:

On August, 21, 2012, staff brought an informational item to City Council regarding a request made by the Loveland Center for Business Development (LCBD) for additional funding. The request was made due to a potential shortfall in the operating budget of the LCBD and the growth of the program.

Council directed staff to renegotiate the contract for services and explore the possibility of contracting with other entities for the same services. The Council maintained the funding level at \$130,000.

In addition, an audit was completed by the Finance Staff as part of the review. The audit found no evidence of fraud or mismanagement. The audit memorandum is part of the Council packet.

Following the Council meeting, staff issued a Request for Proposals (RFP) for small business development services. The City received three responses, the LCBD, Larimer County SBDC, and from Action Staffing Solutions. The proposals were reviewed by four City staff plus Kelly Peters from the Northern Colorado Economic Development Corporation. Following the review, the LCBD and the Larimer County SBDC were brought in for follow up interviews that were conducted by Mike Scholl and Kelly Peters.

The LCBD proposed to enter into a partnership with the Chamber of Commerce for purposes of securing the contract from the City. Staff made the recommendation to the City Manager to award the contract to the LCBD that included clear oversight and monitoring and regular reporting by the Chamber of Commerce/LCBD on finances. Additionally, the LCBD has taken steps to provide greater accountability from its Board of Directors. City Staff will no longer serve in a voting capacity and the Chamber Director plus two members of the Chamber Board will sit on the LCBD Board of Directors.

The contract changes address the issues raised in an earlier Council meeting. The Contract will begin on January 1, 2013 and run through December 31, 2013. The City has made no commitments beyond 2013.

REVIEWED BY CITY MANAGER:

William D. Cabell

LIST OF ATTACHMENTS:

1. Contract for Services
2. Draft Subcontract
3. Ordinance
4. LCBD Audit Report
5. LCBD Financial Statement

SERVICES CONTRACT

This Contract is entered into this 26 day of November, 2012, by and between the **City of Loveland, Colorado** ("City") and **Loveland Chamber of Commerce** ("Contractor").

Whereas, the parties desire to contract with one another to complete the following project: **Small Business Development Services**.

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

1. Services. The Contractor shall perform the services set forth in Exhibit A, attached hereto and incorporated herein by reference ("Services"). The Contractor represents that it has the authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Contract and all applicable laws. The City reserves the right to remove any of the Services from Exhibit A upon written notice to Contractor. In the event of any conflict between this Contract and Exhibit A, the provisions of this Contract shall prevail.

2. Price. The City shall pay the Contractor a sum not to exceed **\$130,000**. The City shall make payment within thirty days of receipt and approval of monthly invoices, which shall identify the specific Services performed for which payment is requested.

3. Term. This Contract shall be effective from **January 1, 2013 through December 31, 2013**. This Contract may be extended or renewed by written agreement of the parties.

4. Appropriation. To the extent this Contract 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 Contract in any fiscal year in which no such appropriation is made.

5. Independent Contractor. The parties agree that the Contractor is an independent contractor and is not an employee of the City. **The Contractor is not entitled to workers' compensation benefits from the City and is obligated to pay federal and state income tax on any money earned pursuant to this Contract.**

6. Insurance Requirements.

a. Policies. The Contractor and its subcontractors, if any, shall procure and keep in force during the duration of this Contract the following insurance policies and shall provide the City with a certificate of insurance evidencing upon execution of this Contract:

(i) Comprehensive general liability insurance insuring the Contractor and naming the City as an additional insured with minimum combined single limits of \$1,000,000 each occurrence and \$1,000,000 aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.

(ii) Comprehensive automobile liability insurance insuring the Contractor and naming the City as an additional insured against any liability for personal injury, bodily injury, or death arising out of the use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by the Contractor which are used in connection with this Contract, whether the motor vehicles are owned, non-owned, or hired, with a combined single limit of at least \$1,000,000.

(iii) Professional liability insurance insuring the Contractor against any professional liability with a limit of at least \$1,000,000 per claim and annual aggregate. *(Note: this policy shall only be required if the Contractor is an architect, engineer, surveyor, appraiser, physician, attorney, accountant, or other licensed professional.)*

(iv) Workers' compensation insurance and all other insurance required by any applicable law. *(Note: if under Colorado law the Contractor is not required to carry workers' compensation insurance, the Contractor shall execute a Certificate of Exemption and Waiver, attached hereto as Exhibit B and incorporated herein by reference.)*

b. Requirements. Required insurance policies shall be with companies qualified to do business in Colorado with a general policyholder's financial rating acceptable to the City. Said policies shall not be cancelable or subject to reduction in coverage limits or other modification except after thirty days prior written notice to the City. The Contractor shall identify whether the type of coverage is "occurrence" or "claims made." If the type of coverage is "claims made," which at renewal the Contractor changes to "occurrence," the Contractor shall carry a six-month tail. Comprehensive general and automobile policies shall be for the mutual and joint benefit and protection of the Contractor and the City. Such policies shall provide that the City, although named as an additional insured, shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its officers, employees, and agents by reason of negligence of the Contractor, its officers, employees, agents, subcontractors, or business invitees. Such policies shall be written as primary policies not contributing to and not in excess of coverage the City may carry.

7. Indemnification. The Contractor agrees to indemnify and hold harmless the City, its officers, employees, and agents from and against all liability, claims, and demands on account

of any injury, loss, or damage arising out of or connected with the Services, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom the Contractor is responsible. The Contractor shall investigate, handle, respond to, and defend against any such liability, claims, and demands, and shall bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage to the extent caused by the act, omission, or other fault of the City. This paragraph shall survive the termination or expiration of this Contract.

8. Governmental Immunity Act. No term or condition of this Contract 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.* and under any other applicable law.

9. Compliance with Applicable Laws.

a. Generally. The Contractor shall comply with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City. The Contractor shall solely be responsible for payment of all applicable taxes and for obtaining and keeping in force all applicable permits and approvals.

b. C.R.S. Article 17.5, Title 8. The Contractor hereby certifies that, as of the date of this Contract, it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that the Contractor will participate in the e-verify program or Colorado Department of Labor and Employment ("Department") program as defined in C.R.S. § 8-17.5-101 in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. The Contractor certifies that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the e-verify program or the Department program. The Contractor is prohibited from using either the e-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall be required to: (i) notify the subcontractor and City within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (ii) terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides

information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Contractor shall comply with any reasonable request by the Department made in the course of an investigation that it is undertaking pursuant to the authority established in C.R.S. Article 17.5, Title 8. If the Contractor violates this paragraph, the City may terminate this Contract for default in accordance with "Termination," below. If this Contract is so terminated, the Contractor shall be liable for actual and consequential damages to the City. *(Note: this paragraph shall not apply to contracts: (i) for Services involving the delivery of a specific end product (other than reports that are merely incidental to the performance of said work); or (ii) for information technology services and/or products.)*

c. C.R.S. § 24-76.5-103. If the Contractor is a natural person (*i.e.*, not a corporation, partnership, or other legally-created entity), he/she must complete the affidavit attached hereto as Exhibit C and attach a photocopy of a valid form of identification. If the Contractor states that he/she is an alien lawfully present in the United States, the City will verify his/her lawful presence through the SAVE Program or successor program operated by the U.S. Department of Homeland Security. In the event the City determines that the Contractor is not lawfully present in the United States, the City shall terminate this Contract for default in accordance with "Termination," below.

10. Termination.

a. Without Cause. Either party may terminate this Contract without cause upon thirty days prior written notice to the other. The City shall be liable to pay the Contractor for Services performed as of the effective date of termination, but shall not be liable to the Contractor for anticipated profits.

b. For Default. Each and every term and condition hereof shall be deemed to be a material element of this Contract. In the event either party fails to perform according to the terms of this Contract, such party may be declared in default. If the defaulting party does not cure said breach within ten days of written notice thereof, the non-defaulting party may terminate this Contract immediately upon written notice of termination to the other. In the event of such termination by the City, the City shall be liable to pay the Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits; provided, however, that the Contractor shall not be relieved of liability to the City for any damages sustained by the City by virtue of any default under this Contract, and the City may withhold payment to the Contractor for the purposes of setoff until such time as the exact amount of damages is determined.

11. Notices. Written notices shall be directed as follows and shall be deemed received when hand-delivered or emailed, or three days after being sent by certified mail, return receipt requested:

To the City:
Mike Scholl
City of Loveland
500 E. 3rd Street
Loveland, CO 80537
Email:
mike.scholl@cityofloveland.org

To the Contractor:
Mindy Moree
Loveland Chamber of Commerce
5400 Stone Creek Circle
Loveland, CO 80538
Email: mmoree@loveland.org

12. Special Provisions. NONE

13. Time of the Essence. Time is of the essence in performance of the Services and is a significant and material term of this Contract.

14. Miscellaneous. This Contract 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 Contract invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Contract. The Contractor shall not assign this Contract without the City's prior written consent. This Contract shall be governed by the laws of the State of Colorado, and venue shall be in the County of Larimer, State of Colorado.

15. Electronic Signature. This Contract may be executed by electronic signature in accordance with C.R.S 24-71.3-101 *et seq.*

Signed by the parties on the date written above.

City of Loveland, Colorado

By: _____

Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:



Assistant City Attorney

Contractor

By: Mindy Moree

Title: President.

STATE OF Colorado)

COUNTY OF Sumner) ss.

The foregoing instrument was acknowledged before me this 26 day of November 2012 by Melinda Moree (Mindy)
(Insert name of individual signing on behalf of the Contractor)

Mary Skipworth
Notary's official signature

10/23/14
Commission expiration date

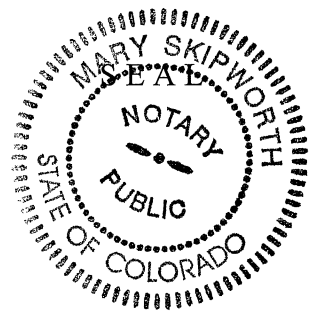


EXHIBIT A – SERVICES

1. Scope of Services

Throughout the term of this Contract, Contractor shall:

- Provide small business counseling services to any Loveland resident or person interested in opening a small business in Loveland for the first time. The services include but are not limited to:
 - Starting a business
 - Creating a business plan
 - Assessing the feasibility of your business concept
 - Developing a marketing strategy
 - Obtaining financing
 - Gathering market and industry research
 - Understanding financial statements
 - Obtaining Small Business Certifications;

- Provide small business counseling services to any existing small business currently located in Loveland or owned by a Loveland resident. The services include but are not limited to:
 - Business expansion
 - Strategic planning
 - Increasing market awareness
 - Loan financing applications
 - Employee management
 - Cash-flow analysis and financial modeling
 - Operations and process improvements
 - Defining and reaching business goals
 - Government procurement and contracting;

- Work with the City's Department of Economic Development Department to ensure convergence of Strategic Goals that include but are not limited to:
 - Support for Downtown Businesses and the City's ongoing Downtown revitalization effort
 - Support for ongoing effort to encourage creative sector industries
 - Support for high tech and clean energy company startups and expansions;

- Provide classes, trainings and other educational opportunities for Loveland residents and Loveland business owners interested in starting a new business or expanding an existing business. Classes, trainings and other educational opportunities may include non-Loveland residents so long as they are charged a fee that minimally covers the cost of providing the service;

- In accordance with the above scope, the agency may charge reasonable fees for

counseling services, classes, trainings and other educational opportunities provided by the agency to offset the cost of operations.

- Non-residents interested in opening a business in Loveland shall be charged a reasonable fee to offset the cost of providing the service.
 - Fees charged to non-residents may be reimbursed if the services provided result in the non-resident opening a business in Loveland and;
 - The LCBD shall provide the City with a fee schedule approved by the LCBD Board of Directors no later than Friday, February 1, 2013 that reflects the fees charged to residents and non-residents;
- Conduct all marketing to ensure residents of Loveland are aware of the services provided under the contract. Marketing services shall include but are not limited to:
 - Use of social media and website
 - Networking events and engagement with other community groups; and
 - Open and maintain an office within the legal limits of the City of Loveland. The Contractor may co-locate with an existing non-profit, governmental or educational institution to fulfill this requirement.

2. Contract Oversight and Administration

Throughout the term of this Contract, Contractor shall:

- Provide quarterly financial reports (Report) to the City detailing the use of the funds. Reports must include staff time, number of clients served and current financial position of the agency. The Reports shall be consistent with the proposed budget (Section 4) and any deviation greater than ten percent shall be noted in the Report.
- Reports shall be provided to the City Manager or City Manager designee no later than:
 - Friday, April 12, 2013
 - Friday, July 12, 2013
 - Friday, October 11, 2013
 - Friday, January 10, 2014;
- The Report shall include the following expenses paid to date:
 - Rent/Utilities
 - Other expenses
 - Liability Insurance
 - Miscellaneous (itemized)
 - Software Licenses
 - Printing and Postage
 - Professional Fees
 - Salaries and Benefits
 - Salaries (by employee)
 - Payroll Taxes
 - Health and Dental Insurance

- Retirement Plan Contributions
 - Disability Insurance
 - Payroll Administration Fee;
- The Report shall include the following revenues received to date:
 - City Contributions
 - Class Tuition
 - Program Sponsorship
 - Paid Counseling
 - Events
 - Registration Fee
 - Reimbursed Expenses;
- Provide access to specific and limited client information to a designated staff liaison under a non-disclosure agreement. The information provided shall be listed as “proprietary and confidential” shielding it from public disclosure. The information shall include:
 - Names and addresses of all clients served by the agency under the contract
 - Type of business served by the agency
 - Staff time and other services invested in the client by the agency

(The City will not have access to any personal financial information provided by clients to the agency.); and

- Provide an annual financial report to the City that details the full operation of the agency including all sources of revenue including fees, grants, and in-kind contributions. In addition, the report should include a full profit and loss statement for the preceding year. The report should be made available to the City no later than Friday, January 10, 2014.

3. Payment Schedule

- The City shall make 13 payments of \$10,000 based on the following schedule:
 - Friday, January 4, 2013
 - Friday, February 1, 2013
 - Friday, March 1, 2013
 - Friday, April 5, 2013
 - Friday, May 3, 2013
 - Friday, June 7, 2013
 - Friday, July 5, 2013
 - Friday, August 2, 2013
 - Friday, September 6, 2103
 - Friday, October, 4, 2013
 - Friday, November 1, 2013
 - Friday, December 6, 2013
 - Friday, December 27, 2013

Each payment shall represent the cost of all Services to be rendered up to the date of the subsequent payment, except that the final payment shall represent full and final payment for all costs of Services rendered through the last day of the Contract term.

- In addition to the remedies provided in Section 10 of this Contract, the City reserves the right the withhold payment in the contractor fails to submit quarterly financial reports, annual financial reports or fails to provide access to program information as outlined in this Contract.

4. Proposed Budget

- The following budget was submitted as part of the Request for Proposal.

9:44 AM
10/26/12
Cash Basis

Loveland Center for Business Development
Profit & Loss Budget Overview
January through December 2013

	Jan - Dec 13
Ordinary Income/Expense	
Income	
4000 · City Contribution	130,000.00
4020 · Class Tuition Income	6,000.00
4021 · Program Sponsorship	6,850.00
4022 · Paid Consulting	0.00
4023 · Events	3,400.00
4024 · Registration Fee	2,500.00
4040 · Reimbursed Expenses	0.00
Total Income	148,750.00
Expense	
Occupancy, Rent, Utilities, Maint	
6300 · Repairs	
6775 · Chamber Rent	6,000.00
Total 6300 · Repairs	6,000.00
6340 · Utilities	0.00
6550 · Office Supplies	0.00
6555 · Telephone / Internet	0.00
Total Occupancy, Rent, Utilities, Maint	6,000.00
Other Expenses	
6110 · Mileage Expense	300.00
6180 · Insurance	
6185 · Liability Insurance	1,350.00
Total 6180 · Insurance	1,350.00
6195 · Miscellaneous	600.00
6230 · Software Licenses	8,900.00
Total Other Expenses	11,150.00
Printing, Pubs, Postage, Shipping	
6250 · Postage and Delivery	54.00
6260 · Printing and Reproduction	38.85
Total Printing, Pubs, Postage, Shipping	92.85
Salaries & Benefits	
6157 · Salaries Expense	85,000.00
6158 · Payroll Taxes	8,032.32
6159 · Health and Dental Insurance	28,128.00
6165 · Retirement Plan Contributions	3,150.00
6190 · Disability Insurance	492.00
6281 · Payroll Admin. Fee	1,387.56
Total Salaries & Benefits	126,189.88
6270 · Professional Fees	
6655 · Accounting	545.00
Total 6270 · Professional Fees	545.00
Total Expense	143,977.73
Net Ordinary Income	4,772.27
Net Income	4,772.27

EXHIBIT B – CERTIFICATE OF EXEMPTION AND WAIVER

DIRECTIONS:

- ✓ If the Contractor is NOT required under Colorado law to carry workers' compensation insurance and DOES NOT carry it, this exhibit MUST be completed and attached to the Contract.
- ✓ If the Contractor IS required under Colorado law to carry workers' compensation insurance and DOES carry it, this exhibit IS NOT REQUIRED and may be discarded.

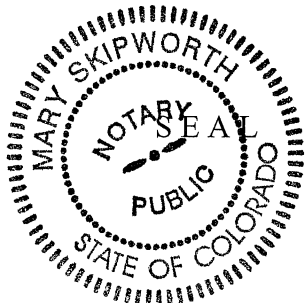
The Contractor certifies to the City that it is not required to carry workers' compensation insurance under the Colorado Workers' Compensation Act. The Contractor acknowledges that it will be engaging in activities that may expose it to risk of bodily injury. The Contractor affirms that it is physically capable of performing the activities and that all necessary precautions to prevent injury to the Contractor and others will be taken. The Contractor shall not hold the City liable for any injuries that may arise during or resulting from the work performed under the Contract, and the Contractor shall defend, indemnify, and hold harmless the City from all such claims.

Contractor

By: Mindy Moree
 Title: President

STATE OF Colorado)
) ss.
 COUNTY OF Sumner)

The foregoing instrument was acknowledged before me this 26 day of November, 2012 by Mindy Moree.
 (Insert name of individual signing on behalf of the Contractor)



Mary Skipworth
 Notary's official signature
10/23/14
 Commission expiration date

EXHIBIT C – AFFIDAVIT

DIRECTIONS:

- ✓ If the Contractor is an individual, this exhibit **MUST** be completed and attached to the Contract. A copy of a valid form of identification **MUST** be attached.
- ✓ If the Contractor is a corporation, partnership, or other legally-created entity, this exhibit **IS NOT REQUIRED** and may be discarded.

I swear or affirm under penalty of perjury under the laws of the State of Colorado that (check **one**):

- I am a United States citizen.**
(Valid I.D. must be provided)
- or*
- I am a legal permanent resident of the United States.**
(Alien registration number and valid I.D. must be provided)
- or*
- I am lawfully present in the United States pursuant to federal law.**
(Alien registration number and valid I.D. must be provided)

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under C.R.S. § 18-8-503 and that it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

Mundy Meree
Signature

11/26/12
Date

C.R.S. 24-76.5-103

Rev. 1-1-2010

Internal Use Only – Valid Forms of Identification

- Current Colorado driver’s license, minor driver’s license, probationary driver’s license, commercial driver’s license, restricted driver’s license, or instruction permit.
- Current Colorado identification card.
- U.S. military card or dependent identification card.
- U.S. Coast Guard Merchant Mariner card.
- Native American tribal document.
- Original birth certificate from any state of the U.S.
- Certificate verifying naturalized status by U.S. with photo and raised seal.
- Certificate verifying U.S. citizenship by U.S. government (e.g., U.S. passport).
- Order of adoption by a U.S. court with seal of certification.
- Valid driver’s license from any state of the U.S. or the District of Columbia excluding AK, HI, IL, MD, MI, NE, NM, NC, OR, TN, TX, UT, VT and WI.
- Valid immigration documents demonstrating lawful presence (e.g., current foreign passport with current I-551 stamp or visa, current foreign passport with I-94, I-94 with asylum status, unexpired Resident Alien card, Permanent Resident card or Employment Authorization card).

Note: If an individual has identification (excluding driver’s licenses) not included on this list, contact the Department Director. Also, a waiver may be available where no identification exists or can be obtained due to a medical condition, homelessness, or insufficient documentation to receive a Colorado driver’s license or identification card.

**AGREEMENT
BETWEEN
LOVELAND CHAMBER OF COMMERCE, INC.
AND THE LOVELAND CENTER FOR BUSINESS DEVELOPMENT, INC.
JANUARY 1, 2013**

THIS AGREEMENT (“**Agreement**”) is dated as of November __, 2012, by and between **Loveland Chamber of Commerce, Inc.**, a Colorado nonprofit corporation (“**Chamber**”), and the **Loveland Center for Business Development, Inc.**, a Colorado nonprofit corporation (“**LCBD**”).

WHEREAS, Chamber has entered into a services contract with the City of Loveland, Colorado, dated as of _____, 2012 (the “**Contract**”), to provide small business development services. The Contract is attached hereto as Attachment A and incorporated herein by reference;

WHEREAS, Chamber desires that LCBD shall provide the required small business development services on a day-to-day basis under the Contract;

WHEREAS, LCBD desires that Chamber act as fiscal agent for LCBD for all matters;

WHEREAS, LCBD desires to use office space at the Chamber Office;

WHEREAS, LCBD desires that Chamber provide a total of three (3) persons to serve as directors on LCBD’s board of directors; and

WHEREAS, Chamber desires to lease employee services from LCBD.

NOW, THEREFORE, for and in consideration of the covenants and obligations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

**ARTICLE I
SUBCONTRACTOR FOR THE CONTRACT**

1. DUTIES. LCBD’s services and duties hereunder (collectively “**Services**”), are to complete all Chamber’s obligations and responsibilities pursuant to the Contract. The Services may be amended in writing from time to time, or supplemented with subsequent arrangements for services to be rendered by LCBD as specifically agreed to by Chamber in writing and attached as an addendum to or amendment to this Agreement.

2. COMPENSATION. As full and complete compensation for the Services, Chamber shall pay LCBD all funds collected by Chamber from the City of Loveland for services provided under the Contract. Chamber shall use good faith efforts to obtain all funds reasonably available under the Contract, and shall promptly forward or remit all funds received to LCBD. In no event shall Chamber be responsible for obtaining any funds budgeted, spent, or requested by LCBD that is in excess of the smaller of (i) funds actually provided by the City of Loveland under the Contract, or (ii) One Hundred Thirty Thousand and NO/100ths Dollars (\$130,000.00). All payments to LCBD under this Agreement will be by bank check and in United States dollars.

3. EXPENSES. LCBD will be responsible for all costs and expenses LCBD incurs in performance of LCBD's obligations set forth in this Article I, unless specifically authorized in advance by Chamber. Pre-approved expenses will be billed to Chamber and Chamber will reimburse such pre-approved out-of-pocket expenses.

4. COMMUNICATIONS. LCBD shall report to the Chamber President-CEO in performing the Services. Such reports shall be made on a periodic basis, as approved by Chamber.

5. EQUIPMENT. LCBD has and will provide all necessary tools, supplies and equipment necessary to perform the Services. Chamber will not be required to supply to LCBD any such tools, supplies or equipment. In the event Chamber does supply any equipment to LCBD, such equipment shall be the responsibility of LCBD and shall be returned to Chamber in good condition within three (3) days of the termination of this Article I. If shipping is required to return equipment, LCBD shall obtain prior approval from Chamber of insured shipping costs and carrier.

6. TERM AND TERMINATION. The term of the provisions in this Article I shall be as set forth in the Contract. Either party may terminate the provisions in this Article I, with or without cause, at any time by five (5) working days' written notice to the other party. In addition, if LCBD is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directive of Chamber, is guilty of serious misconduct in connection with performance hereunder, or materially breaches provisions of this Agreement, Chamber at any time may terminate the engagement of LCBD immediately and without prior written notice to LCBD. Any provisions that by their terms anticipate survival shall survive the termination of this Article I.

7. INDEPENDENT CONTRACTOR. LCBD shall provide services under this Article I as an independent contractor, and not as an agent or employee of Chamber. LCBD shall be responsible for LCBD's own expenses, and shall supply all equipment, tools, materials, and supplies to accomplish the work to be performed. LCBD acknowledges that LCBD manages and controls its own assets and business independently, and has ultimate authority over all decisions affecting such assets and business. This Article I will not render LCBD an employee, partner, agent of, or joint venturer with Chamber for any purpose. Chamber's responsibilities to LCBD are fully set forth in this Article I, and LCBD has no authority to bind or obligate Chamber in any other manner. Chamber shall not be liable for any loss, cost, expense, or damage to LCBD in an amount exceeding fees actually paid to LCBD under this Article I. LCBD is and will remain an independent contractor in LCBD's relationship to Chamber. **LCBD will have no claim against Chamber hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.**

8. TAXES. Neither federal nor Colorado income tax, nor any other payroll tax of any kind, shall be withheld or paid by Chamber on behalf of LCBD. LCBD understands that LCBD is responsible for all income, FICA, and other payroll taxes in accordance with applicable law, and for the filing of all tax returns and associated forms and reports that may be required in connection with such tax obligations. **LCBD understands that LCBD is obligated to pay federal and state income tax on any money earned pursuant to this Agreement.** LCBD warrants that it will make all necessary payments due appropriate governmental agencies to comply with the foregoing and defend, indemnify and hold harmless Chamber and the officers, directors, contractors, agents, affiliates and representatives of Chamber against any and all claims, demands, causes of action, damages, losses, liabilities, costs or expenses that may arise out of breach of the foregoing. In the event of any such claim, demand or cause of action, LCBD will

immediately reimburse Chamber for the ongoing costs of any defense, settlement or judgment incurred by Chamber.

9. WORKERS COMPENSATION AND OTHER INSURANCE. LCBD understands that LCBD is not entitled to workers' compensation benefits and is responsible for all workers' compensation insurance coverage required by applicable law. LCBD agrees to provide workers compensation insurance, if and as may be required by law, for LCBD and for LCBD's employees and agents and agrees to hold harmless and indemnify Chamber for any and all claims arising out of any injury, disability or death of LCBD's employees or agents. Chamber will not carry liability insurance for LCBD relative to any service that LCBD performs for Chamber.

10. QUALIFICATION AND INFORMATION. LCBD represents and warrants to Chamber that LCBD has all required certifications, licenses, permits and insurances required to perform the Services. LCBD further represents and warrants to Chamber that all information provided by LCBD is true and correct and that LCBD has the right to provide such information. LCBD will immediately notify Chamber in writing of any change in the accuracy of such information.

ARTICLE II CHAMBER AS FISCAL AGENT FOR LCBD

Chamber shall serve as LCBD's agent in the fiscal and administrative management of the Contract. Chamber agrees to perform, and the LCBD expressly authorizes and empowers Chamber to perform, the following:

1. THE BANK ACCOUNT.

1.1 Chamber shall establish an account known herein as the "LCBD Bank Account" in a bank or other financial institution whose deposits are insured by the federal government. Chamber shall select such depository. Chamber shall not be held liable in the event of bankruptcy or failure of such depository. Such operating account shall not be required to bear interest. The funds of the LCBD shall at all times remain the property of the LCBD subject to disbursement for expenses by Chamber as described in this Agreement. The LCBD's funds will at all times be maintained separate and apart from Chamber's own funds and from the funds of any others. Chamber's designees shall be the only parties authorized to draw upon such accounts. In the event that the balance in the LCBD's Bank Account is at any time insufficient to pay disbursements due and payable, the LCBD shall, immediately upon notice, remit to Chamber sufficient funds to cover the deficiency. In no event shall Chamber be required to use its own funds to pay such disbursements. Chamber shall not be required to advance any monies to LCBD or to the LCBD Bank Account.

1.2 Initial Deposit and Contingency Reserve. Immediately upon commencement of this Agreement, the LCBD shall remit to Chamber \$_____ and Chamber shall deposit the funds into the LCBD Bank Account. The LCBD agrees to maintain at all times a balance in the LCBD Bank Account sufficient to enable Chamber to pay the obligations of the LCBD under this Agreement as they become due plus the amount of the agreed upon contingency reserve. The LCBD and Chamber shall review the amount of the contingency reserve from time to time and shall set a new contingency reserve amount when such is required.

1.3. Accounts Receivable. Chamber shall collect (and provide receipts for, if necessary) all charges and other amounts receivable for LCBD in connection with the management and operation of the Contract and LCBD's business activities. Such receipts shall be deposited in the LCBD Bank Account. Chamber shall have no responsibility to collect delinquent payments or other charges except to send notices of delinquency and consult with the LCBD regarding possible options to collect payment. Chamber may suggest legal action, or collection action through a collection agency or attorney. Chamber may not initiate any legal proceeding or collection action on behalf of LCBD without LCBD's prior approval. Chamber shall supervise any necessary legal proceedings or collection for the LCBD. LCBD agrees and understands that LCBD is responsible for any legal or collection fees incurred in connection with any such matters upon presentation of the invoices, and will indemnify Chamber against any legal or collection action taken against Chamber while Chamber is acting for and on behalf of LCBD within the scope of this Agreement.

2. DISBURSEMENT OF FUNDS FROM LCBD'S BANK ACCOUNT

2.1 Operating Expenses. Chamber is authorized to pay or reimburse itself for all expenses, costs and all other sums due Chamber under this Agreement, including Chamber's compensation as described herein. LCBD shall maintain an adequate balance at all times in the LCBD Bank Account for Chamber to make payments in a timely fashion.

2.2 Disbursements to LCBD. To the extent funds are available, and after maintaining an agreed-upon amount, Chamber shall transmit excess cash balances to LCBD monthly.

2.3 Records provided by LCBD. LCBD agrees to promptly furnish Chamber with copies all documents and records necessary to properly manage the Contract and perform Chamber's obligations set forth in this Article II, including without limitation existing vendor contracts and financial records.

2.4 Records provided by Chamber.

2.4.1 Chamber agrees to maintain complete books and records at its place of business in connection with its management and operation of this Article II. Such books and records shall be kept in a manner sufficient to respond to LCBD's financial information requirements. Chamber will make the books and records relating to or reflecting the management of this Article II available to LCBD upon request.

2.4.2 Chamber will provide financial reports to LCBD on a monthly basis.

2.4.3 Within seventy-five (75) days after the end of the 2013 fiscal year, Chamber shall submit to LCBD a summary of all receipts and disbursements relating to this Agreement for the 2013 fiscal year. However, submission of such annual report shall not be construed to require Chamber to supply a compilation, a review or an audit. Any such assurances required by LCBD shall be prepared at LCBD's expense by an auditor(s) of its selection and must be performed at Chamber's place of business.

2.4.4 LCBD shall make no claim against Chamber on account of any alleged errors of judgment made in good faith in connection with the management of the Contract or this Agreement. LCBD agrees to indemnify, defend and hold harmless Chamber from any loss or damage relating to the Contract which results from any acts of willful misconduct, gross negligence on the part of LCBD, or from errors resulting from the representations and information supplied to Chamber from LCBD.

2.5 No Liability of Chamber. Chamber shall not be responsible for LCBD's performance of the Contract or any of its services to clients or with any statutes, ordinances, laws,

rules, or regulations of any city, county, state, or federal governments or agencies, or any public authority or official thereof having jurisdiction over it. However, Chamber shall notify LCBD promptly or forward to LCBD promptly any complaints, warnings, notices, or summonses received by Chamber relating to such matters. LCBD represents that to the best of its collective knowledge that it complies with all such requirements, and agrees to indemnify, defend, and hold Chamber, its representatives, agents, and employees, harmless of and from all loss, cost, expense, and liability whatsoever which may be imposed on them by reason of any present or future violation or alleged violation of such laws, ordinances, rules, or regulations. Chamber assumes no liability whatsoever for any acts or omissions of LCBD.

2.6 Indemnification. LCBD shall indemnify, defend, and save Chamber harmless from all suits or other claims including, but not limited to, those alleging any negligence of Chamber or its employees in connection with the Contract or Chamber's obligations set forth in this Article II. LCBD shall pay all expenses incurred by Chamber including, but not limited to, all attorneys' fees, costs, and expenses incurred to represent Chamber in regard to any claim, proceeding, or suit involving alleged negligence of Chamber or its employees in connection with or arising out of the management of the Contract or Chamber's obligations set forth in this Article II, as detailed in this Agreement.

2.7 Agency. The relationship of the parties under this Article II shall be that of principal and agent, and all duties to be performed by Chamber under this Article II shall be for and on behalf of, in the name of and for the account of LCBD. In taking any action under this Article II, Chamber shall be acting only as agent for LCBD, and nothing in this Article II shall be construed as creating a partnership, joint venture, or any other relationship between the parties except that of principal and agent. Nor shall Chamber at any time during the period of this Agreement be considered a direct employee of LCBD. Neither party shall have the power to bind or obligate the other except as expressly set forth in this Agreement, except that Chamber is authorized to act with such additional authority and power as may be necessary to carry out the spirit and intent of this Agreement.

2.8 Survival of Provisions. All representations and warranties of the parties contained herein shall survive the termination of this Agreement. All provisions of this Agreement that require LCBD to defend, reimburse, or indemnify Chamber shall survive any termination; and if Chamber is or becomes involved in any proceeding or litigation by reason of having been LCBD's agent, such provisions shall apply as if this Agreement were still in effect.

ARTICLE III LICENSE FOR USE OF SPACE

1. SERVICES.

1.1. LCBD Space. Chamber agrees to provide non-exclusive use of two (2) offices, the board room and waiting area located at 5400 Stone Creek Circle, Loveland, Colorado 80538 (the "LCBD Space") which is located within the Chamber office located at 5400 Stone Creek Circle, Loveland, Colorado 80538 ("Chamber Office"), in consideration of a Monthly Base Fee (described below). From time to time, during the term of this Article III, Chamber may, at its option, make other services available to LCBD (the "Additional Services") at fees established by Chamber for the Additional Services from time to time. In the event LCBD is in default of this Article III, Chamber at its option may cease to furnish any and all LCBD Space or Additional Services, if any.

2. LICENSE. This Article III is not intended to create a lease or any other interest (possessory or otherwise) in real property in favor of LCBD, but merely creates a revocable, non-exclusive license in accordance with the terms hereof. This Article III grants LCBD a non-exclusive license to use space in the Chamber's Office, for providing services under the Contract and providing small business development services only, without diminution of the legal possession or control thereof by Chamber and shall be revocable at the option of Chamber as described below. This Article III is subject and subordinate to any underlying lease or contract of the space for the Chamber Office, as such lease or contract may be amended from time to time (such underlying lease or contract together with any amendments is referred to as the "Master Lease"). LCBD is not a party to nor shall LCBD have any rights under the Master Lease.

3. TERM.

3.1. Initial Term. This Article III shall commence on _____, and shall continue for a period of _____ () __ months ("Initial Term"), unless earlier terminated as provided herein.

3.2. Renewals and End of Term Termination. Upon the expiration of the Initial Term, unless this Article III has previously been terminated, this Article III shall automatically renew for consecutive twelve- (12-) month periods (each a "Renewal Term"); provided, however, that either party may terminate this Article III effective as of the expiration of the Initial Term or any Renewal Term by giving the other party written notice of such termination at least sixty (60) days prior to the expiration of such Initial Term or any Renewal Term. If LCBD fails to advise Chamber of such termination pursuant to this paragraph, then this Article III shall automatically renew for an additional Renewal Term.

3.3. Increases in Monthly Base Fee. Chamber shall give LCBD one hundred (100) days written notice prior to the expiration of the Initial Term or any Renewal Term of any increase to the Monthly Base Fee for the next Renewal Term. If Chamber fails to provide written notice of an increase to the Monthly Base Fee, then the fee shall automatically increase by three percent (3%) over the Monthly Base Fee of this Article III unless Chamber elects in writing to waive any increase. The increased Monthly Base Fee shall be due for the entire month, and there shall be no proration for a partial month of use at the end of either the Initial or Renewal Term when this Article III is renewing.

4. PAYMENTS.

4.1. Initial Fee. In consideration for preparing the LCBD Space for LCBD, LCBD agrees to pay the first Monthly Base Fee at the time of signing this Agreement. This payment shall not be refundable to LCBD for any reason. Further, this initial fee shall be considered payment for the first Monthly Base Fee once LCBD begins use of the LCBD Space.

4.2. Monthly Base Fee. In consideration for the license to use the LCBD Space, and for other good and valuable consideration, LCBD agrees to pay Chamber **Five Hundred and NO/100ths Dollars (\$500.00)** per month, plus any applicable sales and use taxes (the "Monthly Base Fee"), in advance, on the first day of each calendar month during the Initial Term of this Article III and any Renewal Term, without any deduction, offset, notice, or demand; provided however that if Chamber has given LCBD the proper notice of any increase to the Monthly Base Fee in accordance with this Article III, the new Monthly Base Fee shall apply. If the commencement date is other than the first day of the month, the Monthly Base Fee for the initial month of this Article III shall be prorated. Payment for the first calendar month and any prorated portion of the initial month is due and payable when this Agreement is signed.

4.3. Additional Services. Charges for any Additional Services shall be paid as agreed upon in writing.

4.4. Payment; Late Charges. All Monthly Base Fees and other sums payable under this Article III shall be paid at the Chamber Office, or at such other location or to any agent

designated in writing by Chamber. In addition to any other sum due, LCBD shall pay late monthly charges equal to five percent (5%) of all amounts that have not been paid to Chamber within five (5) days of their respective due dates. The parties agree that such charges are fair and reasonable compensation for such cost incurred by Chamber where there is default in any payment due under this Article III.

5. DAMAGES. LCBD, on demand, shall reimburse the cost of repairs to the Chamber Office resulting from the act or omission of LCBD to Chamber.

6. RELEASE AND INDEMNIFICATION. Chamber, and its members, directors, officers, agents, representatives, servants and employees (the “Released Parties”) shall not, to the extent permitted by law, be liable for, and LCBD hereby waives, releases and forever discharges the Released Parties of and from, any and all claims, demands, causes of actions, acts, rights, obligations and liabilities of every kind and every nature whatsoever, which LCBD ever has or claims to have or hereafter may have or assert against any of the Released Parties, arising out of or associated with respect to this Article III, including, without limitation, any injury to any person, or damage to or loss or destruction of any property of LCBD, its officers, directors, owners, employees, authorized persons, agents, representatives, contractors and guests due to LCBD’s use of or presence in the Chamber Office, or any act, omission or occurrence in or around the Chamber Office.

6.1. Not in limitation of the foregoing, LCBD acknowledges, that due to the imperfect nature of verbal, written and electronic communications, the Released Parties shall not be responsible for any damages, direct or consequential that may result from failure of Chamber to furnish any service, included but not limited to the service of conveying messages, communications, and other utility or services required under this Article III. Further, LCBD acknowledges that Chamber is not responsible for any property, tangible or intangible, that may be located in and around the Chamber Office, and loss, damage or destruction of or to any such property due to theft, power surges or power failures or any other causes; and, pursuant to this paragraph, LCBD waives and agrees not to make any claim for damages, direct or consequential, including with respect to lost business or profits, arising out of any failure to furnish any service, any error or omission with respect thereto, or any delay or interruption of the same.

6.2. Without limitation of any other provision hereof, LCBD agrees to indemnify, defend, and hold harmless the Released Parties from and against any and all liability to third parties arising out of this Article III, including, without limitation, LCBD’s use of and presence in and around the Chamber Office or any act or omission of the Released Parties. LCBD assumes all risk of loss with respect to all personal property of LCBD, its officers, directors, owners, agents, representatives, employees, contractors and guests, in or around the Chamber Office.

7. DEFAULT.

7.1. LCBD shall be deemed in default under this Article III if: (i) LCBD defaults in the payment of the Monthly Base Fee or other sums due to Chamber; or (ii) LCBD defaults in the prompt and full performance of any other provision of this Article III or breaches this Article III, and such default or breach continues in excess of ten (10) business days after written notice by Chamber to LCBD if the default or breach is curable, and, if the default or breach is not curable or violates any law, LCBD shall be deemed in default immediately upon such action or inaction, as determined by Chamber in its sole discretion.

7.2 If LCBD defaults hereunder, Chamber shall have the option to pursue any one or more of the following remedies without any additional notice or demand whatsoever and without limitation to Chamber in the exercise of any remedy: (i) Chamber may, if it so elects, without any additional notice of such election or demand of LCBD, terminate this Article III and the license to use any portion of the Chamber Office, and take and hold possession of LCBD’s personal

property located in the Chamber Office, if any, without releasing LCBD, in whole or in part, from LCBD's obligation hereunder. In the event Chamber terminates this Article III, Chamber may, at its option, declare the entire amount of the Monthly Base Fee, which would become due and payable during the remainder of the applicable Term, to be due and payable immediately, in which event, LCBD agrees to pay the same at once; or (ii) Chamber may pursue any other remedy now or hereafter available to Chamber. Chamber's exercise of any right or remedy shall not prevent it from exercising any other right or remedy.

8. TERMINATION. This Article III shall be terminated, and the license granted hereunder shall be revoked, upon the following events:

8.1. Upon the expiration of the Initial Term or any Renewal Term, if the proper notice has been given by LCBD or Chamber;

8.2. Immediately, upon the option of Chamber, upon any breach or default of this Article III by LCBD;

8.3. If the Chamber Office is made unusable, in whole or in part, by fire or other casualty not due to negligence of LCBD, Chamber may, at its option, terminate this Article III upon notice to LCBD, effective upon such casualty, or may elect to repair, restore or rehabilitate, or cause to be repaired, restored or rehabilitated the Chamber Office, without expense to LCBD, within ninety (90) days or within such longer period of time as may be required because of the events beyond Chamber's control. The Monthly Base Fee shall be abated on a per diem basis for the portions of the Chamber Office that are unusable;

8.4. Upon the termination of the Master Lease for any reason;

8.5. By Chamber, upon thirty (30) days prior written notice to LCBD for any reason.

8.6. Upon termination of this Article III for any reason, LCBD shall cease all use of the Chamber Office and all services immediately. If, for any reason, LCBD continues to use the Chamber Office after the termination of this Article III without the express written consent of Chamber, LCBD will pay Chamber two times the Monthly Base Fee computed on a per-month basis for each month or portion thereof that LCBD continues to use the Chamber Office. Chamber may also take and hold possession of LCBD's personal property located in the Chamber Office, if any, and store them at an alternative location, at LCBD's expense, and Chamber may exclude LCBD from the Chamber Office.

9. NO RELATIONSHIP BETWEEN THE PARTIES. It is understood and agreed for the purposes of this Article III, and it is the intention of the parties, that neither party is an agent, partner, co-venturer, employee or representative of the other, and neither party shall have the right to bind the other to any contract or commitment, oral or written, express or implied. Each party hereto covenants and agrees that it and its agents and employees will not hold itself and themselves out to the public or others as an agent, partner, co-venturer, employee or representative of the other.

ARTICLE IV CHAMBER'S EMPLOYEE LEASING FROM LCBD

1. DUTIES AND RESPONSIBILITIES OF LCBD.

1.1 LCBD agrees to lease its employee, Mary Ann Frimds ("Employee"), to Chamber to perform such part time services as required by Chamber at Chamber's place of business.

1.2 Employee will operate in accordance with Chamber's policies and procedures and perform services as directed by Chamber.

1.3 LCBD agrees to pay on behalf of Chamber the compensation and benefits of Employee, including all applicable payroll taxes and workers' compensation and unemployment insurance premiums.

1.4 LCBD agrees to maintain and, in accordance with applicable laws, make available to Chamber at all reasonable times all records required by any fiscal intermediary, governmental agency or any other party to whom billings are rendered for services under this Article IV.

2. DUTIES AND RESPONSIBILITIES OF CHAMBER.

2.1 Chamber agrees to supervise the performance of Employee.

2.2 Chamber agrees to provide all equipment and supplies necessary for Employee to provide services under this Article IV, provided, however, that Employee shall be responsible for advising Chamber as to the inadequacy, disrepair or need for replacement or reorder of such supplies and equipment.

3. TERMINATION OF EMPLOYEE. LCBD shall have the responsibility to make Employee available to Chamber. In the event Employee's employment with LCBD is terminated, the obligations of the parties under this Article IV shall terminate.

4. FEES. Chamber agrees to compensate LCBD for Employee **One Thousand Six Hundred Sixty-Six and 66/100ths Dollars (\$1,666.66)** per month, due on the 1st day of each month of this Article IV.

5. TERM AND TERMINATION. The provisions of this Article IV shall commence on January 1, 2013 and continue until terminated by the parties as provided herein. In addition, the provisions of this Article IV may be terminated by either party, without cause, by giving the other party five (5) days advance written notice.

6. INDEPENDENT CONTRACTOR. The provisions of this Article IV shall not create a joint venture, partnership or other joint business relationship. LCBD is not exclusively limited to providing an employee to Chamber, and is entitled to provide employees and/or services to other providers. LCBD agrees to indemnify and hold Chamber harmless from any and all taxes, penalties and interest arising from LCBD's failure to pay, as they become due, all federal and state taxes due and payable on the compensation paid to Employee. In performing services hereunder, Employee is acting as part time leased employee of Chamber. Employee is not limited by Chamber in the provision of services to third parties.

ARTICLE V COMPOSITION OF LCBD BOARD OF DIRECTORS

Chamber shall designate three (3) persons to serve on LCBD's board of directors as directors, beginning January 1, 2013 and continuing until the provisions of Article I of this Agreement is terminated.

ARTICLE VI GENERAL PROVISIONS

1. GOVERNING LAW, VENUE, INTERPRETATION, SECTION HEADINGS. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Colorado, without regard to conflict of laws principles as applied in Colorado. Venue for any action arising under this Agreement shall lie in a court of competent jurisdiction in Larimer County, Colorado. The section headings contained herein are for purposes of convenience only, and shall not be deemed to constitute a part of this Agreement or to affect the meaning or interpretation of this Agreement in any way.

2. SEVERABILITY. Should any provision of this Agreement be held unenforceable or invalid under any applicable law, then the Parties hereto agree that such provision shall be deemed modified for purposes of performance of this Agreement to the extent necessary to render it lawful and enforceable, or if such a modification is not possible without materially altering the intention of the Parties hereto, then such provision shall be severed herefrom for purposes of performance of this Agreement. The validity of the remaining provisions of this Agreement shall not be affected by any such modification or severance.

3. ENTIRE AGREEMENT. This Agreement and the attachment set forth the entire agreement and understanding of the parties hereto with respect to the transactions contemplated hereby, and supersede all prior agreements, arrangements and understandings related to the subject matter hereof.

4. FURTHER ACTION. From time to time, at the request of any party hereto, the other party shall execute such documents and certificates and to take such further actions as may reasonably be required or desirable to carry out the provisions of this Agreement.

5. ASSIGNMENT. This Agreement and the rights and obligations of the parties hereto shall not be assigned or delegated by any party hereto without the prior written consent of the other party hereto.

6. AMENDMENT, WAIVER. This Agreement may be amended, modified, superseded or canceled, and any of the terms, provisions, representations, warranties, covenants or conditions hereof may be waived, only by a written instrument executed by all parties hereto, or, in the case of a waiver, by the party waiving compliance. The failure of any party at any time or times to require performance of any provision hereof shall in no manner affect the right to enforce the same. No waiver by any party of any condition contained in this Agreement, or of the breach of any term, provision, representation, warranty or covenant contained in this Agreement, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such condition or breach, or as a waiver of any other condition or of the breach of any other term, provision, representation, warranty or covenant.

7. GENDER; NUMBERS. All references in this Agreement to the masculine, feminine or neuter genders shall, where appropriate, be deemed to include all other genders. All plurals used in this Agreement shall, where appropriate, be deemed to be singular, and vice versa.

8. COUNTERPARTS. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall be binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of the parties reflected hereon as signatories.

9. NOTICES. All notices, requests, demands and other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally, given by telecopy or mailed first class, postage prepaid, certified United States mail, return receipt requested, as follows:

If to Chamber, at:

Mindy McCloughan
President and CEO
Loveland Chamber of Commerce
5400 Stone Creek Circle
Loveland, Colorado 80538

If to LCBD, at:

Robin Shukle
Executive Director
Loveland Center for Business Development
5400 Stone Creek Circle
Loveland, Colorado 80538

provided that any party may change its address for notice by giving each of the other parties written notice of such change. Any notice given shall be effective (i) if delivered personally, when delivered; and (ii) if mailed, the third business day after mailing.

10. INTERPRETATION; INDEPENDENT REVIEW. This Agreement shall be construed reasonably to carry out its intent without presumption against or in favor of either party. Each party to this Agreement acknowledges that it has (i) independently reviewed the contents of this Agreement and the transactions contemplated hereby; (ii) consulted with and relied solely on its own counsel and advisors as to the legal, tax and related implications and ramifications arising from and in connection with the Agreement and the transactions contemplated hereby; and (iii) independently determined to enter into this Agreement.

11. ATTORNEYS' FEES AND COSTS. If any action or proceeding is instituted to enforce this Agreement or the rights of any party created hereunder, reasonable attorneys' fees and costs shall be awarded to the substantially prevailing party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

Loveland Chamber of Commerce, Inc., a
Colorado nonprofit corporation

**Loveland Center for Business Development,
Inc.,** a Colorado nonprofit corporation

Mindy McCloughan, President and CEO

Robin Shukle, Executive Director

Attachments:

Attachment A, Services Contract between the City of Loveland, Colorado and Loveland Chamber of Commerce

FIRST READING December 4, 2012

SECOND READING _____

ORDINANCE NO. _____

AN ORDINANCE ENACTING A SUPPLEMENTAL BUDGET AND APPROPRIATION TO THE 2013 CITY OF LOVELAND BUDGET FOR A CONTRACT WITH THE LOVELAND CHAMBER OF COMMERCE FOR SMALL BUSINESS COUNSELING SERVICES

WHEREAS, the City has reserved funds not appropriated at the time of the adoption of the City budget for 2013; 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 2013, 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 reserves in the amount of \$130,000 from unassigned fund balance in the General Fund 100 are available for appropriation. Revenues in the total amount of \$130,000 are hereby appropriated for a contract with the Loveland Chamber of Commerce for small business counseling services 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**

Revenues		
Fund Balance		130,000
Total Revenue		130,000
Appropriations		
100-18-180-1503-43715	Payment to Outside Agencies	130,000
Total Appropriations		130,000

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.

Section 3. This Ordinance shall be in full force and effect upon final adoption, as provided in City Charter Section 11-5(d).

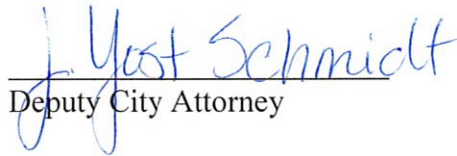
ADOPTED this ___ day of December, 2012.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



Deputy City Attorney



CITY OF LOVELAND
FINANCE DEPARTMENT

Civic Center • 500 East Third • Loveland, Colorado 80537
(970) 962-2695 • FAX (970) 962-2903 • TDD (970) 962-2620

To: Loveland City Council
From: Bonnie Steele, Compliance & Payroll Manager
Brent Worthington, Finance Director
Date: 11/8/2012
Re: Audit of the Loveland Center for Business Development

Background

An audit of the financial statements and records for the Loveland Center for Business Development (LCBD) was performed, covering the period of January 1, 2007 through December 31, 2011. The focus of this audit was to recreate the LCBD financials for each year based on the transactions and bank statements. The purpose of this audit was to determine whether LCBD is in compliance with acceptable bookkeeping standards, and to determine the accuracy of LCBD's financial statements.

The audit consisted of the following audit steps:

- (1) Review of each transaction from 2007 through 2011 and input the transactions into accounting software, using a chart of account structure suitable to small non-profit businesses.
- (2) Reconcile each bank account to determine that the bank statements agree with the financial records (including the review of canceled checks and paper files of vendor transactions).
- (3) Prepare financial statements for each year.
- (4) Review of the IRS 990 statements and reconcile with the financial statements.
- (5) Conduct interviews with the LCBD Director.

Audit Results

Based on the audit steps, the following results for each step are set forth:

1) *2007 – 2011 Transaction Review*

- (a) The first step in this audit process was to review LCBD's chart of accounts and review/populate each transaction to determine that the transaction is coded to the correct line item. This was time consuming, with an average of 140 transactions per year.

Result: When reviewing the transactions recorded in LCBD books, the majority of transactions were coded correctly. Any items that were not coded correctly were immaterial to the overall financial statements.

2) *Bank Reconciliations & Review*

- (a) The bank statements provided by LCBD were only the year-end statements. Based on conversations with the Director of LCBD, the monthly statements were shredded after the bank reconciliation was completed each month; however, the December statements were retained. LCBD has a separate savings account where bank statements were difficult to receive by LCBD. The statement received by LCBD only showed the beginning balance for 2012 (ending balance for 2011). The financials provided by LCBD compared to the statement has a variance of \$563. Several attempts to receive information from LCBD on this variance were unsuccessful. This is immaterial to the overall financials.
- (b) An audit sample of 45 canceled checks was reviewed to ensure accuracy with the financial records and to ensure there was no evidence of fraud. There were no findings.
- (c) Vendor files from 2009, 2010 and 2011 were reviewed, resulting in no findings. The 2007 & 2008 records were not available.

3) *Financial Statements*

- (a) *Based on audit step #1, a Balance Sheet and Income Statement were created for each of the audit years, and are attached.*
- (b) *A review of the financial statements in comparison to the Memorandum of Understanding dated 8/14/2008 (MOU Original), Memorandum of Understanding dated 11/23/2009 (MOU Revised) and the FY2011 Activity Report from Front Range Community College (FRCC was conducted). Based on interviews with the Director of LCBD, the transfers that occurred from LCBD to FRCC included the salary amounts, benefits, and other miscellaneous expenses. The LCBD financials did not reflect the breakdown of this detail; rather, they showed a total lump sum. The breakdown of these expenses is based on the schedules provided in both the MOU's.*

4) *IRS Form 990 Review*

- (a) *Based on the review of the IRS 990 Forms provided by LCBD, it is recommended that the forms be revised to accurately reflect the salaries and benefits paid to the employees. Within LCBD financials, the salaries were not separated from the lump sum "transfer payment" to FRCC. Therefore, the IRS 990 Forms do not accurately reflect the correct totals for each of the five years audited.*

5) *The interviews conducted were for further clarification within each audit step.*

Conclusion

The audit is concluded to find that, although the accounting records were not 100% accurate in terms of line item classifications, overall the balance sheet and income statement reasonably represent the financial position and results of operations.

In addition to the discrepancy described in 2(a) above, it should be noted that:

1. The Profit and Loss statement line item "FRCC Program Transfer" contains, in total, an accurate total cost amount; however, LCBD was unable to show an accurate breakdown of the cost detail
2. There are non-material discrepancies between the "Operating Cash Position" schedule set forth on the P&L Statement, and the total Operating Cash balances on the Balance Sheet. The auditor believes these discrepancies could have been reconciled had a complete set of bank statements been provided by LCBD.

There were no discrepancies or findings that indicated fraud or misconduct.

**LCBD Financial Statements [City Audit]
Profit & Loss
2007 - 2011**

	2007	2008	2009	2010	2011
Income					
City Contribution (Funding)	\$ 99,250	\$ 91,667	\$ 130,100	\$ 130,100	\$ 130,100
Class Tuition (Sales of Service)	14,935	3,440	-	-	3,938
Program Sponsorship	3,500	-	-	-	-
Interest Earned	742	335	2,274	1,595	1,319
Total Income	\$ 118,427	\$ 95,442	\$ 132,374	\$ 131,695	\$ 135,357
Expenses					
Staff, Board of Directors & Volunteers					
Salaries & Wages	66,880	19,631	-	11,666	50,856
Payroll Benefits	20,046	5,034	-	-	6,172
Payroll Taxes	4,785	1,179	-	-	13,117
Worker's Compensation	445	70	-	-	243
Health & Dental Insurance	-	-	-	-	13,916
Payroll Administrator Fees	-	-	-	-	1,968
Volunteer Appreciation	-	-	108	762	352
Mileage Reimbursements	-	-	-	-	806
Total Staff, Board of Directors & Volunteers	\$ 92,156	\$ 25,914	\$ 108	\$ 12,428	\$ 87,432
Office/General Administrative Expenses					
Advertising	6,220	2,254	-	175	796
Bank Charges	10	114	201	268	264
Contract Labor	4,800	7,100	-	-	5,097
Dues & Subscriptions	630	81	323	512	59
Interest Expense	-	-	-	-	-
Insurance (Liability, D&O, Office)	2,082	1,163	1,226	370	2,082
Meeting Supplies/Meals	859	471	303	1,951	1,536
Office & Other Misc. Supplies	666	499	104	575	1,370
Postage & Delivery	16	-	26	53	59
Reference/Library Materials	-	-	-	183	73
Software Licenses	-	-	499	-	6,475
Stationery & Printing	1,676	829	-	-	115
Training	45	-	-	-	45
Total Office/General Administrative Expenses	\$ 17,005	\$ 12,511	\$ 2,682	\$ 4,087	\$ 17,970
Professional Fees					
Accounting	505	520	300	310	395
Legal Fees	48	10	-	-	-
Total Professional Fees	\$ 553	\$ 530	\$ 300	\$ 310	\$ 395
Rent and Lease					
Building Rent	3,290	4,610	7,360	14,690	14,885
Equipment Rental	-	-	295	2,348	2,710
Total Rent and Lease	\$ 3,290	\$ 4,610	\$ 7,655	\$ 17,038	\$ 17,595
Utilities					
Utilities	1,400	1,500	1,249	1,534	1,403
Telephone/Internet	100	-	3,488	4,752	3,821
Total Utilities	\$ 1,500	\$ 1,500	\$ 4,737	\$ 6,286	\$ 5,224
Repairs & Maintenance					
Building Repair & Maintenance (Cleaning)	-	-	165	2,342	2,970
Computer Repair & Maintenance	-	-	-	-	1,230
Total Repairs & Maintenance	\$ -	\$ -	\$ 165	\$ 2,342	\$ 4,200
Other Expenses					
Equipment (NonCapital)	-	-	-	-	4,299
Depreciation Exp	419	420	209	-	-
Charitable Contributions	-	-	-	70	70
FRCC Program Transfer	-	1,209	-	13,000	-
Small Business Development Center (SBDC) Fees	-	96,000	57,000	66,150	38,982
Promotional Meals & Entertainment	-	-	177	75	-
Travel	16	-	43	196	44
Total Other Expenses	\$ 435	\$ 97,629	\$ 57,429	\$ 79,491	\$ 43,395
Total Expenses	\$ 114,938	\$ 142,694	\$ 73,076	\$ 121,983	\$ 176,212
Net Income	\$ 3,490	\$ (47,252)	\$ 59,297	\$ 9,712	\$ (40,855)
Operating Cash Position					
Operating Cash at beginning of period	\$ 38,967	\$ 45,912	\$ 17,089	\$ 76,386	\$ 86,098
Net cash provided by activities	3,490	(47,252)	59,297	9,712	(40,855)
Opening Balance Equity Added	3,455	18,429	-	-	-
Operating Cash at end of period	\$ 45,912	\$ 17,089	\$ 76,386	\$ 86,098	\$ 45,244


CITY OF LOVELAND
ECONOMIC DEVELOPMENT OFFICE

Civic Center • 500 East Third • Loveland, Colorado 80537
 (970) 962-2304 • FAX (970) 962-2900 • TDD (970) 962-2620

AGENDA ITEM: 15
MEETING DATE: 12/4/2012
TO: City Council
FROM: Betsy Hale, Economic Development Director
PRESENTER: Betsy Hale, Economic Development Director

TITLE: Approval of a contract for technology transfer services with DA2 Consulting and an update on the 2012 Technology Transfer Initiative

RECOMMENDED CITY COUNCIL ACTION: Adopt a motion approving the contract with DA2 Consulting 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. In March of 2012 the City of Loveland developed the Technology Transfer Acceleration Initiative. This program has provided 26 Loveland companies assistance with technology searches and partnerships with federal research laboratories. This will be a report to City Council on activity and outcomes to date. It will include a presentation on the scope of work and contract for services for the program in 2013 for City Council to discuss and approve.

BUDGET IMPACT:

- Positive
 Negative
 Neutral or negligible

The approved 2013 budget included a departmental supplemental appropriation of \$120,000.00 to continue the contract for services with DA2 Consulting.

SUMMARY: The City of Loveland economic development strategy states the number one goal for the City is to “Make Loveland the heart of innovation and creativity in Colorado.” The Technology Transfer Acceleration Initiative is an opportunity for the City of Loveland to assist existing Loveland primary employers in gaining direct access to federal research agencies’ and laboratories’ intellectual property and technology. In addition specialized business assistance, in applying for Small Business Innovation Research Grants (SBIR) and doing business with federal agencies, research laboratories and universities, is being provided.

Staff is recommending the program continue in 2013 with minor changes to the scope of work in the contract. The 2013 scope of work in the contract reads:

- 1) Finish work with companies from 2012
 - a. 10 companies @ 10 hours each = 100 hours
- 2) Work with new companies
 - a. 10 companies @ 20 hours each = 200 hours
- 3) Program 10 Technology Boot Camp programs designed to provide a deep dive into certain technology areas as a group session, monthly 50 hours
- 4) SBIR/SBIR II training sessions 30 hours
- 5) Project planning, meetings, events and RMCIT/accelerator support 100 hours

The total contract is \$120,000.00 for 480 hours of consulting services.

REVIEWED BY CITY MANAGER: *William D. Cabell*

LIST OF ATTACHMENTS:

1. Staff Report
2. Presentation
3. Contract for Services



CITY OF LOVELAND
ECONOMIC DEVELOPMENT OFFICE
Civic Center • 500 East Third • Loveland, Colorado 80537
(970) 962-2304 • FAX (970) 962-2900 • TDD (970) 962-2620

MEMORANDUM

To: Loveland City Council

Through: Bill Cahill, City Manager

From: Betsey Hale, Marcie Erion, Economic Development Department, and City of Loveland

Date: December 4, 2012

RE: Tech Transfer Acceleration Initiative Phase I summary and Phase II proposal

In March 2012, City Council approved a contract with DA2 as part of the Economic Development Department's goal of aggressive primary employer retention, expansion and attraction. Phase I, of the Tech Transfer Acceleration Initiative, objective was to provide consulting to regional high tech companies. Services included:

- 1) Provide technology matching, transfer and commercialization services between federal agencies, research laboratories and universities;
- 2) Provide assistance to Loveland Center for Business Development and Office of Creative Sector Development clients applying for Small Business Innovation Research Grants (SBIR) and specialized business development training;
- 3) Provide business development and strategic planning services; and,
- 4) Provide business to business networking opportunities to strengthen local business relationships.

Phase I Results:

- 1) 20 + company participants;
 - 2) Successful SBIR workshop that has led to several key proposals for local companies;
 - 3) Tech Showcase featured over 25 regional high tech companies, 275 statewide attendees and 9 Participants from NASA headquarters and NASA satellite operations;
 - 4) 60 + new business connections for Loveland employers;
 - 5) Multiple tech transfer activities initiated between Loveland employers and federal labs, universities and business to business opportunities (nationally and internationally);
 - 6) NASA Space Act agreement signed with Cumberland and Western for NASA flywheel technology;
 - 7) New business leads for Loveland employers with a potential combined value of \$50M;
-

- 8) Naval Research Lab UAV contract for Scion signed for \$4M;
- 9) Facilitated connections to NASA, DARPA, NREL, NCAR, SWRI, Ball Aerospace, USAF, Newmont Mining, Surrey Satellite, and Prologic;
- 10) Multiple tours of RMCIT facility;
- 11) Represented Loveland at multiple events; and,
- 12) Participated in RMCIT acceleration strategy process.

The Tech Transfer Acceleration Initiative met all 2012 goals as well as achieving many more positive outcomes and successes for regional companies and for the City of Loveland.

Phase II Proposal 2013

Due to the success of Phase I, the Economic Development Department is proposing Phase II which will leverage and expand upon Phase I experiences and outcomes, to include:

- 1) Creation of the Loveland Office of Innovation and Technology;
- 2) DA2 contract as Loveland's Chief Innovation Office;

DA2 2013 Contract:
 - a) Finish work with companies from 2012
 - b) Work with new companies
 - c) Program Technology Boot Camp events
 - d) Provide SBIR, SBIR II training programs
 - e) Project planning, meetings, events and RMCIT/accelerator support; and,
- 3) Build the foundation for a High Performance High Tech Business Community.

How will we measure results?

- 1) Growth in size and value of portfolio;
- 2) Number of new business connections made;
- 3) Economic Impact metrics;
- 4) Feedback from companies involved with program; and,
- 5) New engagements from outside companies and organizations in Loveland.

Tech Transfer Acceleration Initiative Phase I Summary

A tactic for aggressive Primary
Employer Retention, Expansion and
Attraction in the City of Loveland



Phase I Objectives

- ▣ Provide Technology matching, transfer, and commercialization services to regional high tech employers; and,
- ▣ Provide SBIR (Small Business Innovation and Research Grants) and specialized business development training to Loveland Center for Business Development and Office of Creative Sector clients.

Phase I Outcomes

- ▣ 20 + Company participants;
- ▣ Successful SBIR Training and Tech Showcase;
- ▣ Multiple tech transfer, networking and business development services provided;
- ▣ Ongoing support and relationship with Cumberland & Western and RMCIT; and,
- ▣ Business leads developed, contracts signed and grants received.

Phase II Proposal

- ▣ Leverage and expand upon 2012 program;
- ▣ Contract with DA2 as Loveland's Chief Innovation Officer;
- ▣ Continue Tech Transfer Acceleration Initiative;
- ▣ Coordinate business expansion activities for Loveland's high tech companies; and,
- ▣ Build the foundation for high performance, high tech business community.

Measurable Outcomes

- ▣ Growth in size and value of portfolio;
- ▣ Number of new business connections made;
- ▣ Economic impact metrics;
- ▣ Feedback from companies involved in program;
and,
- ▣ New engagements from outside companies and organizations with Loveland.

SERVICES CONTRACT

This Contract is entered into this _____ day of _____, 20____, by and between the City of Loveland, Colorado (“City”) and DA2 Consulting, LLC (“Contractor”).

Whereas, the parties desire to contract with one another to complete the following project: Consulting for Technology Transfer and Business Acceleration Initiative.

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

1. Services. The Contractor shall perform the services set forth in Exhibit A, attached hereto and incorporated herein by reference (“Services”). The Contractor represents that it has the authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Contract and all applicable laws. The City reserves the right to remove any of the Services from Exhibit A upon written notice to Contractor. In the event of any conflict between this Contract and Exhibit A, the provisions of this Contract shall prevail.

2. Price. The City shall pay the Contractor a sum not to exceed \$120,000. The City shall make payment within thirty days of receipt and approval of monthly invoices, which shall identify the specific Services performed for which payment is requested.

3. Term. This Contract shall be effective from January 1, 2013 through December 31, 2013. This Contract may be extended or renewed by written agreement of the parties.

4. Appropriation. To the extent this Contract 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 Contract in any fiscal year in which no such appropriation is made.

5. Independent Contractor. The parties agree that the Contractor is an independent contractor and is not an employee of the City. **The Contractor is not entitled to workers’ compensation benefits from the City and is obligated to pay federal and state income tax on any money earned pursuant to this Contract.**

6. Insurance Requirements.

a. Policies. The Contractor and its subcontractors, if any, shall procure and keep in force during the duration of this Contract the following insurance policies and shall provide the City with a certificate of insurance evidencing upon execution of this Contract:

(i) Comprehensive general liability insurance insuring the Contractor and naming the City as an additional insured with minimum combined single limits of \$1,000,000 each occurrence and \$1,000,000 aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.

(ii) Comprehensive automobile liability insurance insuring the Contractor and naming the City as an additional insured against any liability for personal injury, bodily injury, or death arising out of the use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by the Contractor which are used in connection with this Contract, whether the motor vehicles are owned, non-owned, or hired, with a combined single limit of at least \$1,000,000.

(iii) Professional liability insurance insuring the Contractor against any professional liability with a limit of at least \$1,000,000 per claim and annual aggregate. (Note: this policy shall only be required if the Contractor is an architect, engineer, surveyor, appraiser, physician, attorney, accountant, or other licensed professional.)

(iv) Workers' compensation insurance and all other insurance required by any applicable law. (Note: if under Colorado law the Contractor is not required to carry workers' compensation insurance, the Contractor shall execute a Certificate of Exemption and Waiver, attached hereto as Exhibit B and incorporated herein by reference.)

b. Requirements. Required insurance policies shall be with companies qualified to do business in Colorado with a general policyholder's financial rating acceptable to the City. Said policies shall not be cancelable or subject to reduction in coverage limits or other modification except after thirty days prior written notice to the City. The Contractor shall identify whether the type of coverage is "occurrence" or "claims made." If the type of coverage is "claims made," which at renewal the Contractor changes to "occurrence," the Contractor shall carry a six-month tail. Comprehensive general and automobile policies shall be for the mutual and joint benefit and protection of the Contractor and the City. Such policies shall provide that the City, although named as an additional insured, shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its officers, employees, and agents by reason of negligence of the Contractor, its officers, employees, agents, subcontractors, or business invitees. Such policies shall be written as primary policies not contributing to and not in excess of coverage the City may carry.

7. Indemnification. The Contractor agrees to indemnify and hold harmless the City, its officers, employees, and agents from and against all liability, claims, and demands on account

of any injury, loss, or damage arising out of or connected with the Services, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom the Contractor is responsible. The Contractor shall investigate, handle, respond to, and defend against any such liability, claims, and demands, and shall bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage to the extent caused by the act, omission, or other fault of the City. This paragraph shall survive the termination or expiration of this Contract.

8. Governmental Immunity Act. No term or condition of this Contract 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.* and under any other applicable law.

9. Compliance with Applicable Laws.

a. Generally. The Contractor shall comply with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City. The Contractor shall solely be responsible for payment of all applicable taxes and for obtaining and keeping in force all applicable permits and approvals.

b. C.R.S. Article 17.5, Title 8. The Contractor hereby certifies that, as of the date of this Contract, it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that the Contractor will participate in the e-verify program or Colorado Department of Labor and Employment ("Department") program as defined in C.R.S. § 8-17.5-101 in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. The Contractor certifies that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the e-verify program or the Department program. The Contractor is prohibited from using either the e-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall be required to: (i) notify the subcontractor and City within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (ii) terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides

information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Contractor shall comply with any reasonable request by the Department made in the course of an investigation that it is undertaking pursuant to the authority established in C.R.S. Article 17.5, Title 8. If the Contractor violates this paragraph, the City may terminate this Contract for default in accordance with "Termination," below. If this Contract is so terminated, the Contractor shall be liable for actual and consequential damages to the City. (Note: this paragraph shall not apply to contracts: (i) for Services involving the delivery of a specific end product (other than reports that are merely incidental to the performance of said work); or (ii) for information technology services and/or products.)

c. C.R.S. § 24-76.5-103. If the Contractor is a natural person (i.e., not a corporation, partnership, or other legally-created entity), he/she must complete the affidavit attached hereto as Exhibit C and attach a photocopy of a valid form of identification. If the Contractor states that he/she is an alien lawfully present in the United States, the City will verify his/her lawful presence through the SAVE Program or successor program operated by the U.S. Department of Homeland Security. In the event the City determines that the Contractor is not lawfully present in the United States, the City shall terminate this Contract for default in accordance with "Termination," below.

10. Termination.

a. Without Cause. Either party may terminate this Contract without cause upon thirty days prior written notice to the other. The City shall be liable to pay the Contractor for Services performed as of the effective date of termination, but shall not be liable to the Contractor for anticipated profits.

b. For Default. Each and every term and condition hereof shall be deemed to be a material element of this Contract. In the event either party fails to perform according to the terms of this Contract, such party may be declared in default. If the defaulting party does not cure said breach within ten days of written notice thereof, the non-defaulting party may terminate this Contract immediately upon written notice of termination to the other. In the event of such termination by the City, the City shall be liable to pay the Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits; provided, however, that the Contractor shall not be relieved of liability to the City for any damages sustained by the City by virtue of any default under this Contract, and the City may withhold payment to the Contractor for the purposes of setoff until such time as the exact amount of damages is determined.

11. Notices. Written notices shall be directed as follows and shall be deemed received when hand-delivered or emailed, or three days after being sent by certified mail, return receipt requested:

To the City:
Betsey Hale
City of Loveland

To the Contractor:
David Lung
DA2 Consulting, LLC

500 E. Third Street
Loveland, CO 80537
Email: haleb@ci.loveland.co.us

8721 Portico Lane
Boulder, CO 80503
Email: dave.lung@da2consulting.com

12. Special Provisions. None.

13. Time of the Essence. Time is of the essence in performance of the Services and is a significant and material term of this Contract.

14. Miscellaneous. This Contract 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 Contract invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Contract. The Contractor shall not assign this Contract without the City's prior written consent. This Contract shall be governed by the laws of the State of Colorado, and venue shall be in the County of Larimer, State of Colorado.

15. Electronic Signature. This Contract may be executed by electronic signature in accordance with C.R.S 24-71.3-101 et seq.

Signed by the parties on the date written above.

City of Loveland, Colorado

By: _____

Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:



Assistant City Attorney

Contractor

By: *[Handwritten Signature]*

Title: *President*

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____,
20___ by _____.

(Insert name of individual signing on behalf of the Contractor)

Notary's official signature

S E A L

Commission expiration date

EXHIBIT A – SERVICES

Scope of Work
DA2 Consulting and the City of Loveland

DA2 consulting agrees to commence this Scope of Work on January 1, 2013. DA2 agrees to provide the services listed below for a monthly retainer amount of \$10,000.00 per month. The level of effort commensurate with this retainer is approximately .25 FTE or 40 hours per month.

1. Working in collaboration with the City of Loveland and the Northern Colorado Economic Development Corporation (NCEDC), DA2 will provide to 10 remaining companies from the 2012 program:
 - a. Technology matching, transfer and commercialization services between federal agencies, research laboratories and universities
 - b. Business development services pertaining to the growth of existing and prospective regional high tech companies

10 existing companies from 2012 @ 10 hours each

2. Working in collaboration with the City of Loveland and the Northern Colorado Economic Development Corporation (NCEDC) DA2 will provide to 10 new companies:
 - a. Technology matching, transfer and commercialization services between federal agencies, research laboratories and universities
 - b. Business development services pertaining to the growth of existing and prospective regional high tech companies

10 new companies @ 10 hours each

3. Program 10 Technology Boot Camp programs designed to provide a deep dive into certain technology areas as a group session. Regional companies will be invited to attend these educational sessions which will be offered once a month. DA2 will work with the City of Loveland and the NCEDC to choose topic areas relevant to the needs of local high tech employers - 50 hours
4. Working in conjunction with DA2, SBIR/SBIR II (Small Business Innovation and Research) training sessions will be offered to Office of Creative Sector Development and Loveland Center for Business Development clients companies; as well as other regional high tech employers. Training sessions will provide details on the application and awards process associated with these federal grants- 30 hours
5. DA2 will participate in project planning, meetings, events and RMCIT/accelerator support as required by the City of Loveland- 100 hours


11/27/12

EXHIBIT B – CERTIFICATE OF EXEMPTION AND WAIVER

DIRECTIONS:

- ✓ If the Contractor is NOT required under Colorado law to carry workers' compensation insurance and DOES NOT carry it, this exhibit MUST be completed and attached to the Contract.
- ✓ If the Contractor IS required under Colorado law to carry workers' compensation insurance and DOES carry it, this exhibit IS NOT REQUIRED and may be discarded.

The Contractor certifies to the City that it is not required to carry workers' compensation insurance under the Colorado Workers' Compensation Act. The Contractor acknowledges that it will be engaging in activities that may expose it to risk of bodily injury. The Contractor affirms that it is physically capable of performing the activities and that all necessary precautions to prevent injury to the Contractor and others will be taken. The Contractor shall not hold the City liable for any injuries that may arise during or resulting from the work performed under the Contract, and the Contractor shall defend, indemnify, and hold harmless the City from all such claims.

Contractor

By:

[Handwritten Signature]

Title:

President

STATE OF _____)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 20___ by _____.

(Insert name of individual signing on behalf of the Contractor)

Notary's official signature

S E A L

Commission expiration date

EXHIBIT C – AFFIDAVIT

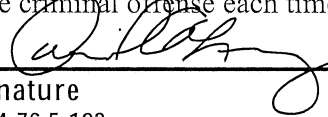
DIRECTIONS:

- ✓ If the Contractor is an individual, this exhibit MUST be completed and attached to the Contract. A copy of a valid form of identification MUST be attached.
- ✓ If the Contractor is a corporation, partnership, or other legally-created entity, this exhibit IS NOT REQUIRED and may be discarded.

I swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

- I am a United States citizen.
(Valid I.D. must be provided)
- or
- I am a legal permanent resident of the United States.
(Alien registration number and valid I.D. must be provided)
- or
- I am lawfully present in the United States pursuant to federal law.
(Alien registration number and valid I.D. must be provided)

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under C.R.S. § 18-8-503 and that it shall constitute a separate criminal offense each time a public benefit is fraudulently received.



 Signature
 C.R.S. 24-76.5-103

 Date
 11/27/2012

Rev. 1-1-2010

Internal Use Only – Valid Forms of Identification

- Current Colorado driver’s license, minor driver’s license, probationary driver’s license, commercial driver’s license, restricted driver’s license, or instruction permit.
- Current Colorado identification card.
- U.S. military card or dependent identification card.
- U.S. Coast Guard Merchant Mariner card.
- Native American tribal document.
- Original birth certificate from any state of the U.S.
- Certificate verifying naturalized status by U.S. with photo and raised seal.
- Certificate verifying U.S. citizenship by U.S. government (e.g., U.S. passport).
- Order of adoption by a U.S. court with seal of certification.
- Valid driver’s license from any state of the U.S. or the District of Columbia excluding AK, HI, IL, MD, MI, NE, NM, NC, OR, TN, TX, UT, VT and WI.
- Valid immigration documents demonstrating lawful presence (e.g., current foreign passport with current I-551 stamp or visa, current foreign passport with I-94, I-94 with asylum status, unexpired Resident Alien card, Permanent Resident card or Employment Authorization card).

Note: If an individual has identification (excluding driver’s licenses) not included on this list, contact the Department Director. Also, a waiver may be available where no identification exists or can be obtained due to a medical condition, homelessness, or insufficient documentation to receive a Colorado driver’s license or identification card.



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: 16
MEETING DATE: 12/4/2012
TO: City Council
FROM: Alison Hade, Human Services Administrator
PRESENTER: Alison Hade

TITLE:

A resolution approving the issuance of a promissory note by the Housing Authority of the City of Loveland to Home State Bank for the sole purpose of qualifying the interest payable on the note for exclusion from the gross income of the owner or owners of the note for federal income tax purposes under the applicable provisions of the Internal Revenue Code of 1986; and related matters

RECOMMENDED CITY COUNCIL ACTION:

Adopt the action as recommended

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 approving a tax-exempt financing by the Housing Authority of the City of Loveland.

BUDGET IMPACT:

- Positive
 Negative
 Neutral or negligible

Approval of the Resolution does not in any way make the City liable for the Authority's financial obligations under the promissory note.

SUMMARY:

The City has been advised by the Loveland Housing Authority (the "Authority") that the Authority proposes to issue a promissory note in the principal amount of not more than \$3,500,000 to Home State Bank. In turn, the Authority will loan the proceeds it receives from Home State Bank to Big Thompson Manor II, Inc. (the "Corporation") to provide funds to: (i) refinance a 60-unit rental housing facility for seniors known as Big Thompson Manor II, located at 230 N. Monroe Avenue, Loveland, Colorado, owned and operated by the Corporation; and (ii) make a loan to Legacy Center, Inc. to prepay a loan with respect to a rental housing facility for seniors known as Legacy Center located in Cañon City, Colorado.

This Resolution is a formality required under Internal Revenue Code Section 147(f) so that interest earned on the promissory note qualifies as non-taxable income for federal income tax purposes. For this to occur, the Internal Revenue Code requires that an "elected legislative body" must adopt this Resolution. This is why it is not sufficient for just the Authority's unelected board to adopt this Resolution. It is important to note that the Council's adoption of this Resolution does not create any liability for the City for the payment of the promissory note, which liability will remain solely with the Authority.

Also, as required by the Internal Revenue Code, the Authority has conducted a public hearing on November 12, 2012, after giving the required notice for that hearing. Attached as Exhibit "A" to the resolution is the Authority's report on that public hearing, and attached as Exhibit "B" to the Resolution is an affidavit of publication of the notice for the hearing.

REVIEWED BY CITY MANAGER:



LIST OF ATTACHMENTS:

- A. Resolution

RESOLUTION #R-83-2012

A RESOLUTION APPROVING THE ISSUANCE OF A PROMISSORY NOTE BY THE HOUSING AUTHORITY OF THE CITY OF LOVELAND TO HOME STATE BANK FOR THE SOLE PURPOSE OF QUALIFYING THE INTEREST PAYABLE ON THE NOTE FOR EXCLUSION FROM THE GROSS INCOME OF THE OWNER OR OWNERS OF THE NOTE FOR FEDERAL INCOME TAX PURPOSES UNDER THE APPLICABLE PROVISIONS OF THE INTERNAL REVENUE CODE OF 1986; AND RELATED MATTERS

WHEREAS, the City Council for the City of Loveland, Colorado (the “City Council”) has been advised by the Housing Authority of the City of Loveland (the “Authority”) that the Authority proposes to issue its Promissory Note in the principal amount of not to exceed \$3,500,000 (the “Note”) to Home State Bank, and to loan the proceeds therefrom to Big Thompson Manor II, Inc. (the “Corporation”) to provide funds to: (i) refinance a 60-unit rental housing facility for seniors known as Big Thompson Manor II located at 230 N. Monroe Avenue, Loveland, Colorado, owned and operated by the Corporation, and (ii) make a loan to Legacy Center, Inc. to prepay a loan with respect to a rental housing facility for seniors known as Legacy Center located in Cañon City, Colorado, all in accordance with the Authority’s powers as set forth in Part 2, Article 4, Title 29 of Colorado Revised Statutes, and contingent upon the adoption of this Resolution; and

WHEREAS, it is the intent of the Authority that interest on the Note qualify for exclusion from the gross income of the owners thereof for federal income tax purposes pursuant to the applicable provisions of the Internal Revenue Code of 1986, as amended (the “Tax Code”); and

WHEREAS, under the provisions of Section 147(f) of the Tax Code, interest on the Note would not be so excludable unless the issue is approved by the City Council after a public hearing to consider the issuance of the Note following reasonable public notice; and

WHEREAS, the City Council has been advised that a public hearing was held by the Authority on November 12, 2012, after reasonable public notice; and

WHEREAS, the Authority’s Report of the Public Hearing is attached to this resolution as **Exhibit A** and attached as **Exhibit B** is the affidavit of publication for the November 12, 2012 hearing.

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

Section 1. The City Council, for the sole purpose of qualifying the interest payable on the Note for exclusion from the gross income of the owners thereof for federal income tax purposes pursuant to the applicable provisions of the Tax Code, does hereby approve the issuance by the Authority of the Note, provided that: (i) the aggregate principal amount of the

Note shall not exceed \$3,500,000, and (ii) in no event shall the City or any other political subdivision of the State of Colorado (other than the Authority) be liable for the Note nor shall the Note constitute a debt of the State of Colorado, the City of Loveland or any other such political subdivision (other than the Authority).

Section 2. All resolutions, orders or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby superseded.

Section 3. This Resolution shall be in full force and effect from and after its passage and approval, in accordance with law.


ADOPTED this 4th day of December, 2012.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



City Attorney

EXHIBIT A
REPORT OF PUBLIC HEARING

REPORT ON PUBLIC HEARING WITH RESPECT TO PROPOSED ISSUANCE OF
THE HOUSING AUTHORITY OF THE CITY OF LOVELAND
PROMISSORY NOTE
(BIG THOMPSON MANOR II PROJECT)

TO: City Council, City of Loveland, Colorado
FROM: Executive Director, Housing Authority of the City of Loveland,

I. Summary of proposed issuance of not to exceed \$3,500,000 Promissory Note (the “Note”) of the Housing Authority of the City of Loveland.

Purpose: The Housing Authority of the City of Loveland (the "Authority") proposes to use the proceeds of the Note to make a loan to Big Thompson Manor II, Inc. (the “Borrower”) to provide funds to (i) refinance a 60-unit rental housing facility for seniors known as Big Thompson Manor II located at 230 N. Monroe Avenue, Loveland, Colorado, owned and operated by the Borrower, and (ii) make a loan to Legacy Center, Inc. to prepay a loan with respect to a rental housing facility for seniors known as Legacy Center located in Cañon City, Colorado.

Note: The Note will be a special, limited obligation of the Authority. The Note is not otherwise an obligation or liability of the State of Colorado or any political subdivision thereof, including the City of Loveland.

Principal Amount: Not to exceed \$3,500,000

Bond Counsel: Sherman & Howard, L.L.C., Denver, Colorado

Purchaser: The Note will be privately placed with Home State Bank.

II. Report on Public Hearing

The public hearing was convened by the Authority at 9:00 a.m., November 12, 2012, at the offices of the Authority, 375 West 37th Street, Suite 200, in Loveland, Colorado. No persons appeared and no comments were received with respect to the issuance of the Note or the use of the proceeds thereof. The hearing was closed at approximately 9:20 a.m.

EXHIBIT B
AFFIDAVIT OF PUBLICATION

STATE OF COLORADO)
)
 COUNTY OF LARIMER) SS.
)
 CITY OF LOVELAND)

I, the undersigned duly appointed City Clerk of the City of Loveland (the "City"), do hereby certify that the foregoing pages 1 through 4, inclusive, are a true, correct and complete copy of the record of proceedings of the City Council, insofar as such proceedings relate to the resolution contained therein, had and taken at a lawful, public meeting of the City Council held at the City Council's Chambers, 500 E. Third Street in Loveland, Colorado, on December 4, 2012, commencing at the hour of 6:30 p.m., as recorded in the regular official book of the proceedings of the City Council kept in my office; that said proceedings were duly had and taken as therein shown; that the meeting therein shown was duly held and was open to the public at all times; and that the persons therein were present at said meeting in person or by telephone as therein shown.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City of Loveland this December 4, 2012.

 City Clerk, City of Loveland

(SEAL)

AFFIDAVIT OF PUBLICATION REPORTER-HERALD

State of Colorado
County of Larimer

I, the undersigned agent, do solemnly swear that the LOVELAND REPORTER-HERALD is a daily newspaper printed, in whole or in part, and published in the City of Loveland, County of Larimer, State of Colorado, and which has general circulation therein and in parts of Larimer and Weld counties; that said newspaper has been continuously and uninterruptedly published for a period of more than six months next prior to the first publication of the annexed legal notice of advertisement, that said newspaper has been admitted to the United States mails as second-class matter under the provisions of the Act of March 3, 1879, or any, amendments thereof, and that said newspaper is a daily newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado; that a copy of each number of said newspaper, in which said notice of advertisement was published, was transmitted by mail or carrier to each of the subscribers of said newspaper, according to the accustomed mode of business in this office.

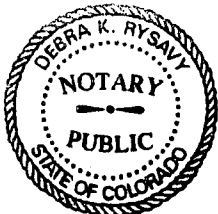
The annexed legal notice or advertisement was published in the regular and entire edition of said daily newspaper once; and that one publication of said notice was in the issue of said newspaper dated October 29, 2012.

Buta James Wood
Agent

Subscribed and sworn to before me this 14th day of November, 2012 in the County of Larimer, State of Colorado.

Debra K. Rysavy
Notary Public

Fee \$28.03
Account #5073384
Ad #5571727



MY COMMISSION EXPIRES
APRIL 30, 2013

NOTICE OF PUBLIC HEARING HOUSING AUTHORITY OF THE CITY OF LOVELAND, COLORADO

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Tax Code") will be held by the Housing Authority of the City of Loveland, Colorado (the "Authority") on November 12, 2012, commencing at 9:00 a.m., at the Authority's offices, 375 West 37th Street, Suite 200, in Loveland, Colorado, for the purpose of providing a reasonable opportunity for interested individuals to express their views, either orally or in writing, on the issuance by the Authority of a Promissory Note in the maximum principal amount of not to exceed \$3,500,000 (the "Note") for the purposes described below.

The proceeds of the Note will be loaned to Big Thompson Manor II, Inc. (the "Borrower") to provide funds to (i) refinance a 60-unit rental housing facility for seniors known as Big Thompson Manor II located at 230 N. Monroe Avenue, Loveland, Colorado, owned and operated by the Borrower, and (ii) make a loan to Legacy Center, Inc. to prepay a loan with respect to a rental housing facility for seniors known as Legacy Center located at 1335 Bauer Lane in Canon City, Colorado.

It is intended that the interest payable on the Note be excludable from the gross income of the owners thereof for federal income tax purposes pursuant to the applicable provisions of the Tax Code. The Authority will, at the above time and place, receive any written comments from and hear all persons with views in favor of or opposed to the proposed issuance of the Note and the use of the proceeds thereof as described above.

Dated October 29, 2012.
HOUSING AUTHORITY OF THE
CITY OF LOVELAND, COLORADO
Published: Loveland Reporter-Herald
on October 29, 2012 - Ad #5571727



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: 17
MEETING DATE: 12/4/2012
TO: City Council
FROM: Alison Hade, Human Services Administrator
PRESENTER: Alison Hade

TITLE:

A resolution approving the issuance of a promissory note by the Housing Authority of the City of Loveland to the First National Bank for the sole purpose of qualifying the interest payable on the note for exclusion from the gross income of the owner or owners of the note for federal income tax purposes under the applicable provisions of the Internal Revenue Code of 1986; and related matters

RECOMMENDED CITY COUNCIL ACTION:

Adopt the action as recommended

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 approving a tax-exempt financing by the Housing Authority of the City of Loveland.

BUDGET IMPACT:

- Positive
 Negative
 Neutral or negligible

Approval of the Resolution does not in any way make the City liable for the Authority's financial obligations under the promissory note.

SUMMARY:

The City has been advised by the Loveland Housing Authority that the Authority proposes to issue its Promissory Note in the principal amount of not more than \$850,000 to First National Bank, and to loan the proceeds therefrom to the Loveland Housing Development Corporation to provide permanent refinancing for the community center at the Mirasol Senior Community located at 1153 Finch Place, in Loveland, Colorado.

This Resolution is a formality required under Internal Revenue Code Section 147(f) so that interest earned on the promissory note qualifies as non-taxable income for federal income tax purposes. For this to occur, the Internal Revenue Code requires that an "elected legislative body" must adopt this Resolution. This is why it is not sufficient for just the Authority's unelected board to adopt this Resolution. It is important to note that the Council's adoption of this Resolution does not create any liability for the City for the payment of the promissory note, which liability will remain solely with the Authority.

Also, as required by the Internal Revenue Code, the Authority has conducted a public hearing on November 16, 2012, after giving the required notice for that hearing. Attached as Exhibit "A" to the resolution is the Authority's report on that public hearing, and attached as Exhibit "B" to the Resolution is an affidavit of publication of the notice for the hearing.

REVIEWED BY CITY MANAGER: *William D. Cabell*

LIST OF ATTACHMENTS:

- A. Resolution

RESOLUTION NO. R-84-2012

A RESOLUTION APPROVING THE ISSUANCE OF A PROMISSORY NOTE BY THE HOUSING AUTHORITY OF THE CITY OF LOVELAND TO THE FIRST NATIONAL BANK FOR THE SOLE PURPOSE OF QUALIFYING THE INTEREST PAYABLE ON THE NOTE FOR EXCLUSION FROM THE GROSS INCOME OF OWNER OR OWNERS OF THE NOTE FOR FEDERAL INCOME TAX PURPOSES UNDER THE APPLICABLE PROVISIONS OF THE INTERNAL REVENUE CODE OF 1986; AND RELATED MATTERS

WHEREAS, the City Council for the City of Loveland, Colorado (the "City Council") has been advised by the Housing Authority of the City of Loveland (the "Authority") that the Authority proposes to issue its Promissory Note in the principal amount of not to exceed \$850,000 (the "Note") to First National Bank, and to loan the proceeds therefrom to the Loveland Housing Development Corporation (the "Corporation") to provide permanent refinancing for the community center at the Mirasol Senior Community located at 1153 Finch Place, in the City of Loveland, Colorado (the "Project"), all in accordance with the Authority's powers as set forth in Part 2, Article 4, Title 29 of Colorado Revised Statutes, and contingent upon the adoption of this Resolution; and

WHEREAS, it is the intent of the Authority that interest on the Note qualify for exclusion from the gross income of the owners thereof for federal income tax purposes pursuant to the applicable provisions of the Internal Revenue Code of 1986, as amended (the "Tax Code"); and

WHEREAS, under the provisions of Section 147(f) of the Tax Code, interest on the Note would not be so excludable unless the issue is approved by the City Council after a public hearing to consider the issuance of the Note following reasonable public notice; and

WHEREAS, the City Council has been advised that a public hearing was held by the Authority on November 16, 2012 after reasonable public notice; and

WHEREAS, the Authority's Report of the Public Hearing is attached to this resolution as **Exhibit A** and attached as **Exhibit B** is the affidavit of publication for the November 16, 2012 hearing.

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

Section 1. The City Council, for the sole purpose of qualifying the interest payable on the Note for exclusion from the gross income of the owners thereof for federal income tax purposes pursuant to the applicable provisions of the Tax Code, does hereby approve the issuance by the Authority of the Note, provided that: (i) the aggregate principal amount of the Note shall not exceed \$850,000, and (ii) in no event shall the City or any other political

subdivision of the State of Colorado (other than the Authority) be liable for the Note nor shall the Note constitute a debt of the State of Colorado, the City of Loveland or any other such political subdivision (other than the Authority).

Section 2. All resolutions, orders or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby superseded.

Section 3. This Resolution shall be in full force and effect from and after its passage and approval, in accordance with law.


ADOPTED this 4th day of December, 2012.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



City Attorney

EXHIBIT A
REPORT OF PUBLIC HEARING

**REPORT ON PUBLIC HEARING WITH RESPECT TO PROPOSED ISSUANCE OF
THE HOUSING AUTHORITY OF THE CITY OF LOVELAND
PROMISSORY NOTE
(MIRASOL COMMUNITY CENTER PROJECT)**

TO: City Council, City of Loveland, Colorado
FROM: Executive Director, Housing Authority of the City of Loveland,

I. Summary of proposed issuance of not to exceed \$850,000 Promissory Note (the “Note”) of the Housing Authority of the City of Loveland.

Purpose: The Housing Authority of the City of Loveland (the "Authority") proposes to use the proceeds of the Note to make a loan to the Loveland Housing Development Corporation (the “Borrower”) to provide permanent refinancing for a community center (the “Project”) for the Mirasol Senior Community, located at 1153 Finch Place in the City.

Note: The Note will be a special, limited obligation of the Authority. The Note is not otherwise an obligation or liability of the State of Colorado or any political subdivision thereof, including the City of Loveland.

Principal Amount: Not to exceed \$850,000

Bond Counsel: Sherman & Howard, L.L.C., Denver ,Colorado

Purchaser: The Note will be privately placed with First National Bank.

II. Report on Public Hearing

The public hearing was convened by the Authority at 9:00 a.m., November 16, 2012, at the offices of the Authority, 375 West 37th Street, Suite 200, in Loveland, Colorado. No persons appeared and no comments were received with respect to the issuance of the Note or the Project. The hearing was closed at approximately 9:15 a.m.

EXHIBIT B
AFFIDAVIT OF PUBLICATION

STATE OF COLORADO)
)
 COUNTY OF LARIMER) SS.
)
 CITY OF LOVELAND)

I, the undersigned duly appointed City Clerk of the City of Loveland (the “City”), do hereby certify that the foregoing pages 1 through 4, inclusive, are a true, correct and complete copy of the record of proceedings of the City Council, insofar as such proceedings relate to the resolution contained therein, had and taken at a lawful, public meeting of the City Council held at the City Council’s Chambers, 500 E. Third Street in Loveland, Colorado, on December 4, 2012, commencing at the hour of 6:30 p.m., as recorded in the regular official book of the proceedings of the City Council kept in my office; that said proceedings were duly had and taken as therein shown; that the meeting therein shown was duly held and was open to the public at all times; and that the persons therein were present at said meeting in person or by telephone as therein shown.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the City of Loveland this December 4, 2012.

 City Clerk, City of Loveland

(SEAL)

AFFIDAVIT OF PUBLICATION REPORTER-HERALD

State of Colorado
County of Larimer

I, the undersigned agent, do solemnly swear that the LOVELAND REPORTER-HERALD is a daily newspaper printed, in whole or in part, and published in the City of Loveland, County of Larimer, State of Colorado, and which has general circulation therein and in parts of Larimer and Weld counties; that said newspaper has been continuously and uninterruptedly published for a period of more than six months next prior to the first publication of the annexed legal notice of advertisement, that said newspaper has been admitted to the United States mails as second-class matter under the provisions of the Act of March 3, 1879, or any, amendments thereof, and that said newspaper is a daily newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado; that a copy of each number of said newspaper, in which said notice of advertisement was published, was transmitted by mail or carrier to each of the subscribers of said newspaper, according to the accustomed mode of business in this office.

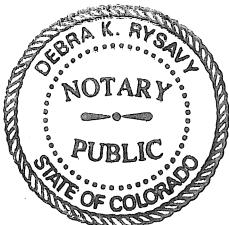
The annexed legal notice or advertisement was published in the regular and entire edition of said daily newspaper once; and that one publication of said notice was in the issue of said newspaper dated November 2, 2012.

Rita Janner-Ward
Agent

Subscribed and sworn to before me this 16th day of November, 2012 in the County of Larimer, State of Colorado.

Debra K. Rysavy
Notary Public

Fee \$26.31
Account #222784
Ad #5572251



MY COMMISSION EXPIRES
APRIL 30, 2013

NOTICE OF PUBLIC HEARING HOUSING AUTHORITY OF THE CITY OF LOVELAND, COLORADO

NOTICE IS HEREBY GIVEN that a public hearing pursuant to Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Tax Code") will be held by the Housing Authority of the City of Loveland, Colorado (the "Authority") on Friday, November 16, 2012, commencing at 9:00 a.m., at the Authority's offices, 375 West 37th Street, Suite 200, in Loveland, Colorado, for the purpose of providing a reasonable opportunity for interested individuals to express their views, either orally or in writing, on the issuance by the Authority of a Promissory Note in the maximum principal amount of not to exceed \$850,000 (the "Note") and the Project described below.

The proceeds of the Note will be loaned to the Loveland Housing Development Corporation (the "Borrower") to provide permanent refinancing for a community center (the "Project") for the Mirasol Senior Community. The Project is located at 1153 Finch Place in the City of Loveland, on an approximately one-acre parcel of land. The Project will continue to be owned by the Borrower and is operated by the Housing Authority of the City of Loveland, Colorado.

It is intended that the interest payable on the Note be excludable from the gross income of the owners thereof for federal income tax purposes pursuant to the applicable provisions of the Tax Code. The Authority will, at the above time and place, receive any written comments from and hear all persons with views in favor of or opposed to the proposed issuance of the Note and the use of the proceeds thereof to finance the Project.

Dated November 2, 2012.
HOUSING AUTHORITY OF THE
CITY OF LOVELAND, COLORADO
Published in the Loveland Reporter-Herald
on November 2, 2012 - Ad #5572251



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: 18
MEETING DATE: 12/4/2012
TO: City Council
FROM: Brent Worthington, Finance
PRESENTER: Brent Worthington

TITLE:

October 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 and health claims year to date, ending October 31, 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 and health claims as of October 31, 2012. Citywide Revenue (excluding internal transfers) of \$179,491,466 is 103.8% of year to date (YTD) budget or \$6,537,330 over the budget. Sales Tax collections are 103.7% of the YTD budget or \$1,028,886 over budget. Building Material Use Tax is 157.4% of YTD budget, or \$470,961 over budget. Sales and Use Tax collections combined were 106.2% of YTD budget or \$1,850,164 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 8.5% or \$2,503,016.

Citywide total expenditures of \$158,289,617 (excluding internal transfers) are 82.3% of the YTD budget or \$34,112,407 under the budget.

REVIEWED BY CITY MANAGER: *William D. Cahill*

LIST OF ATTACHMENTS:

Snapshot report for October 2012



SnapShot

Monthly Financial Report
October 2012

A Snapshot In Time

Financial Sustainability Strategies Can Be Found At:

CityofLoveland.org

- ⇒ Departments
- ⇒ Finance
- ⇒ Administration
- ⇒ Financial Reports
- ⇒ Financial Sustainability Strategies

- Citywide Revenue, excluding transfers between funds, \$179.5 million (3.8% above budget projections)
- Sales & Use Tax Collection, \$31.9 million (6.2% above budget projections)
- Citywide Expenditures, excluding transfers between funds, \$158.3 million (17.7% below budget projections)
- Citywide Year-To-Date Revenues exceed Year-To-Date Expenditures by \$21.2 million
- General Fund Revenue, excluding transfers between funds, \$59.0 million (9.0% above budget projections)
- General Fund Expenditures, excluding transfers between funds, \$48.9 million, (7.4 % below budget projections)
- General Fund Revenues exceed Expenditures by \$9.5 million

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Sales Tax SIC & Geo Codes	10-12
Health Care Claims	13
Activity Measures	14
Capital Projects	15

The Sales Tax Basics

October 2012	Sales Tax	Motor Vehicle Use Tax	Building Materials Use Tax	Combined
Budget 2012	\$ 27,559,100	\$ 1,691,700	\$ 820,910	\$ 30,071,710
Actual 2012	\$ 28,587,986	\$ 2,042,016	\$ 1,291,871	\$ 31,921,874
% of Budget	103.7%	120.7%	157.4%	106.2%
Actual 2011	\$ 26,870,998	\$ 1,743,924	\$ 803,937	\$ 29,418,859
Change from prior year	6.4%	17.1%	60.7%	8.5%

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.

Although sales and use tax revenue is greater in 2012 than in 2007, inflation adjustment of the revenue shows that collections in 2012 are still close to 2007 when inflation is taken into account. From May through July collections in real dollar terms trended above 2007 collections, but only slightly, and more recent real dollar collections have dropped below 2007 levels emphasizing the importance of continuing the strategy implementation.

Citywide Revenues & Expenditures

October 2012

Combined Statement of Revenues and Expenditures				
October 2012				
REVENUE	Current Month	YTD Actual	YTD Revised Budget	% of Budget
General Governmental				
1	General Fund	\$ 5,060,021	\$ 59,070,565	\$ 54,201,169 109.0%
2	Special Revenue	116,212	894,142	996,080 89.8%
3	Other Entities	985,414	21,101,033	23,367,450 90.3%
4	Internal Service	1,416,964	13,648,026	13,524,860 100.9%
5	<i>Subtotal General Govt Operations</i>	<i>\$ 7,578,611</i>	<i>\$ 94,713,766</i>	<i>\$ 92,089,559 102.8%</i>
6	Capital Projects	668,011	8,655,104	9,333,610 92.7%
Enterprise Fund				
7	Water & Power	5,946,716	63,680,874	59,199,310 107.6%
8	Stormwater	350,196	3,545,230	3,689,630 96.1%
9	Golf	229,740	3,644,979	3,447,880 105.7%
10	Solid Waste	523,428	5,251,512	5,194,147 101.1%
11	<i>Subtotal Enterprise</i>	<i>\$ 7,050,079</i>	<i>\$ 76,122,596</i>	<i>\$ 71,530,967 106.4%</i>
12	Total Revenue	\$ 15,296,701	\$179,491,466	\$ 172,954,136 103.8%
	<i>Prior Year External Revenue</i>		168,724,281	
	<i>Increase From Prior Year</i>		6.4%	
13	Internal Transfers	277,145	6,669,365	19,171,040 34.8%
14	Grand Total Revenues	\$ 15,573,846	\$186,160,831	\$ 192,125,176 96.9%
EXPENDITURES				
General Governmental				
15	General Fund	\$ 5,816,035	\$ 48,220,872	\$ 52,166,120 92.4%
16	Special Revenue	52,180	651,262	823,889 79.0%
17	Other Entities	1,119,205	19,975,125	20,899,520 95.6%
18	Internal Services	1,042,310	11,017,063	14,071,757 78.3%
19	<i>Subtotal General Gov't Operations</i>	<i>\$ 8,029,730</i>	<i>\$ 79,864,322</i>	<i>\$ 87,961,286 90.8%</i>
20	Capital	2,753,914	23,858,583	49,784,473 47.9%
Enterprise Fund				
21	Water & Power	4,443,726	47,143,881	46,218,590 102.0%
22	Stormwater	198,338	1,596,024	2,326,907 68.6%
23	Golf	282,301	2,273,605	2,322,460 97.9%
24	Solid Waste	347,983	3,553,201	3,788,308 93.8%
25	<i>Subtotal Enterprise</i>	<i>\$ 5,272,347</i>	<i>\$ 54,566,712</i>	<i>\$ 54,656,265 99.8%</i>
26	Total Expenditures	\$ 16,055,991	\$158,289,617	\$ 192,402,024 82.3%
	<i>Prior Year External Expenditures</i>		162,979,848	
	<i>Increase (-Decrease) From Prior Year</i>		-2.9%	
27	Internal Transfers	277,145	6,669,365	19,171,040 34.8%
28	Grand Total Expenditures	\$ 16,333,137	\$164,958,982	\$ 211,573,064 78.0%

** 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.

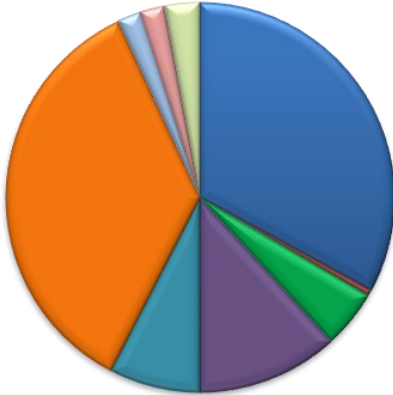
General Government Capital Projects Fund: Capital Expansion Fee Funds, Park Improvement, Conservation Trust, Open Space, Art In Public Places.

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.

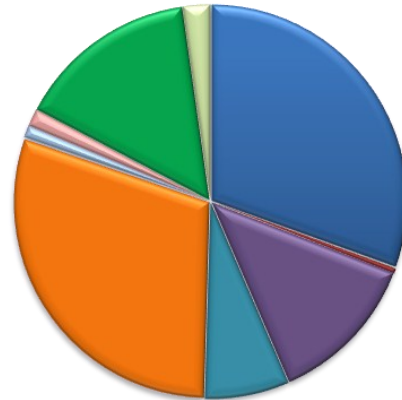
YTD Operating Revenues of \$179.5 Million

- General Fund
- Special Revenue
- Capital Projects
- Other Entities
- Internal Service
- Utilities
- Stormwater
- Golf
- Solid Waste



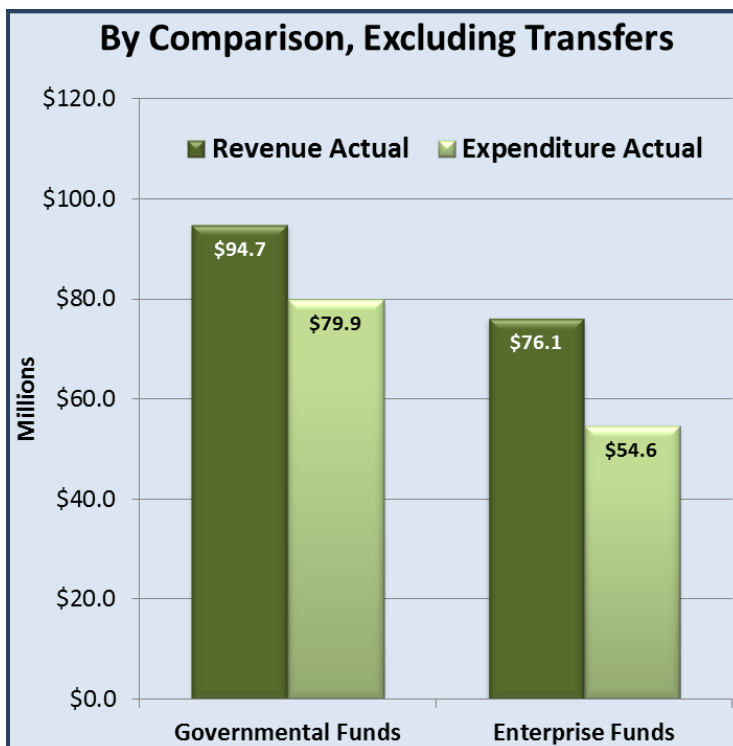
YTD Operating Expenditures of \$158.2 Million

- General Fund
- Special Revenue
- Other Entities
- Internal Service
- Utilities
- Stormwater
- Golf
- Capital Projects
- Solid Waste



- ⇒ Revenues exceed expenditures YTD by \$21,201,849 (line 14 less line 28)
- ⇒ General Fund revenue is above budget due to higher than projected sales, auto use, and building permit revenue (line 1)
- ⇒ Other Entities (line 3) revenue is below budget due to the timing of Federal grant expenditures at the Airport and Loveland Fire Rescue Authority
- ⇒ Water & Power revenues are above budget (line 7) due to higher than expected revenue from plant investment fees and water and power sales
- ⇒ Internal transfers (line 13 & 27) are under budget due to the timing of related expenditures
- ⇒ The General Fund (line 15) is under budget due to lower than planned spending for economic incentives and snow/ice removal chemicals and the timing of human services grant payments
- ⇒ Special Revenue funds (line 16) are below budget due to the timing of grant payments from the CDBG Fund
- ⇒ Internal services (line 18) is under budget due to lower than anticipated health claims and payments for workers compensation and unemployment events
- ⇒ Capital expenditures (line 20) are under budget due to the timing of capital projects throughout the City
- ⇒ Stormwater (line 22) is under budget due to lower than expected repair and maintenance costs

By Comparison, Excluding Transfers

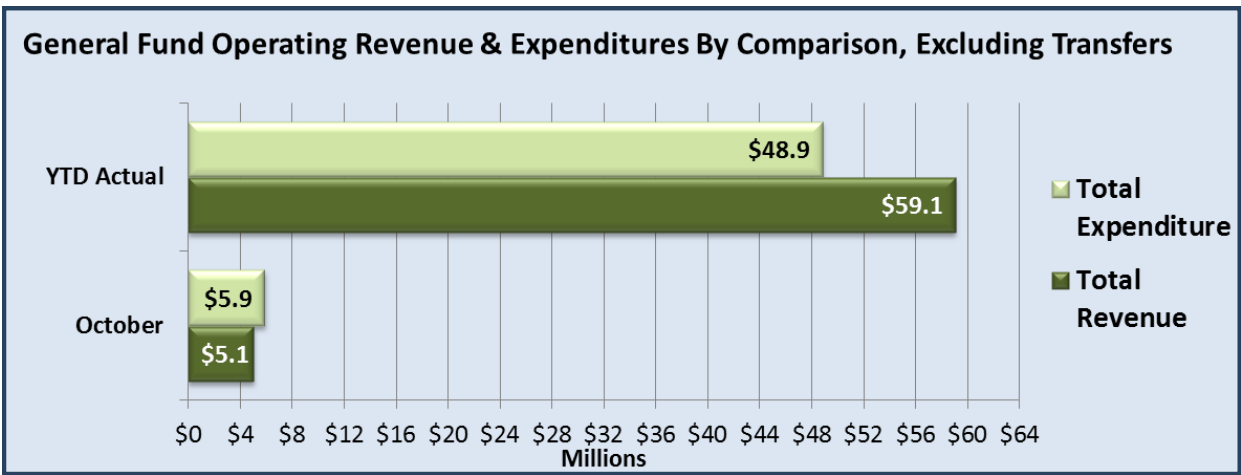


General Fund Revenues & Expenditures

October 2012

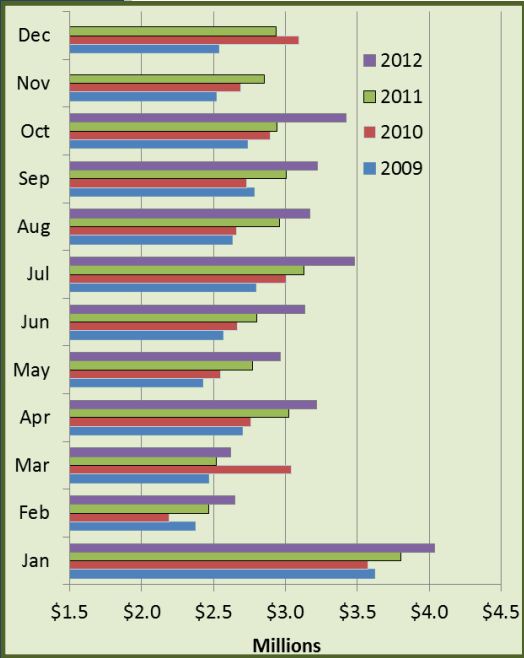
General Fund Revenue & Expenditures October 2012				
REVENUES	October 2012	YTD Actual	YTD Revised Budget	% of Budget
1 Taxes				
2 Property tax	\$ 43,512	\$ 7,370,114	\$ 7,213,540	102.2%
3 Sales tax	2,991,034	28,587,986	27,559,100	103.7%
4 Building use tax	259,279	1,291,871	820,910	157.4%
5 Auto use tax	170,786	2,042,016	1,691,700	120.7%
6 Other taxes	228,304	2,708,106	1,961,700	138.0%
7 Intergovernmental	294,381	5,416,466	4,916,565	110.2%
8 License & permits				
9 Building permits	192,110	1,373,981	661,100	207.8%
10 Other permits	26,212	307,429	233,210	131.8%
11 Charges for services	272,994	3,353,904	3,096,105	108.3%
12 Fines & forfeitures	63,517	819,355	837,730	97.8%
13 Interest income	11,035	343,551	337,550	101.8%
14 Miscellaneous	506,856	5,455,786	4,871,959	112.0%
15 Subtotal	\$ 5,060,021	\$ 59,070,565	\$ 54,201,169	109.0%
16 Interfund transfers	198,003	1,697,215	3,403,710	49.9%
17 Total Revenue	\$ 5,258,023	\$ 60,767,780	\$ 57,604,879	105.5%
EXPENDITURES				
Operating Expenditures				
18 Legislative	\$ 6,860	\$ 76,927	\$ 107,607	71.5%
19 Executive & Legal	227,779	1,787,378	2,057,848	86.9%
20 Economic Development	107,670	1,110,376	1,818,717	61.1%
21 Cultural Services	107,952	1,083,025	1,161,799	93.2%
22 Development Services	257,417	1,906,323	2,334,588	81.7%
23 Finance	405,758	3,006,173	3,312,949	90.7%
24 Fire & Rescue	-	611,127	638,720	95.7%
25 Human Resources	83,642	720,884	774,112	93.1%
26 Information Technology	236,739	2,572,845	2,955,460	87.1%
27 Library	237,708	1,900,944	1,986,171	95.7%
28 Parks & Recreation	833,557	6,146,230	6,218,797	98.8%
29 Police	1,642,310	12,819,790	13,599,614	94.3%
30 Public Works	1,059,146	9,234,656	9,700,018	95.2%
31 Non-Departmental	716,090	5,881,246	6,070,150	96.9%
32 Subtotal Operating	\$ 5,922,628	\$ 48,857,925	\$ 52,736,550	92.6%
33 Internal Transfers	54,139	2,413,321	5,362,700	45.0%
34 Total Expenditures	\$ 5,976,766	\$ 51,271,246	\$ 58,099,250	88.2%

- ⇒ Sales Tax revenue is above budgeted levels by 3.7%
- ⇒ Building use tax and permit revenue (lines 5, 9) exceed budget due to higher than expected building activity
- ⇒ Intergovernmental revenue (line 7) is above budget due to the timing of federal grant receipts and higher than expected severance tax
- ⇒ Other permit revenue (line 10) is above budget due to the timing of revenue passed through to the school district
- ⇒ Charges for services (line 11) is above budget due to greater than planned recreation revenue
- ⇒ Miscellaneous revenue is higher than expected due to higher than planned rental and sales tax application revenue
- ⇒ Internal transfers (lines 16 & 33) are under budget due to the timing of related expenditures
- ⇒ 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 due to lower printing costs with the transition to electronic Council packet delivery
- ⇒ Economic Development (line 20) is under budget due to lower than expected 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 is under budget due to lower than planned bank charges, audit expenses, and withdrawals of supplies from the warehouse (line 23)
- ⇒ Human Resources (line 25) is below budget due to lower than expected costs for advertising and travel
- ⇒ Information Technology (line 26) is under budget due to the timing of computer and service maintenance expenses
- ⇒ Revenues exceed expenditures by \$9,496,534 (line 17 less line 34)



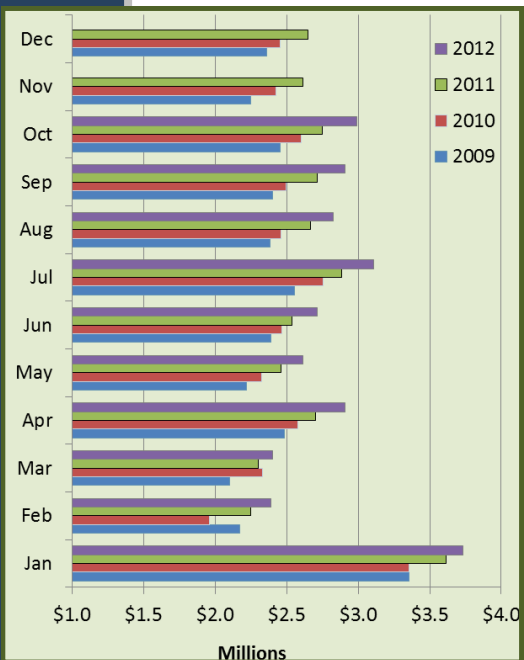
Tax Totals & Comparisons

Sales & Use Tax



	2009	2010	2011	2012	2012 Budget	+ / - Budget
Jan	\$ 3,622,251	\$ 3,573,972	\$ 3,799,760	\$ 4,039,679	\$ 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	2,618,052	2,834,880	-7.6%
Apr	2,701,737	2,759,556	3,022,770	3,215,437	3,043,630	5.6%
May	2,428,860	2,550,227	2,769,526	2,966,032	2,777,110	6.8%
Jun	2,569,125	2,665,632	2,800,184	3,136,014	2,904,600	8.0%
Jul	2,794,222	3,004,324	3,129,254	3,480,123	3,254,770	6.9%
Aug	2,628,842	2,662,932	2,961,686	3,171,055	2,930,740	8.2%
Sep	2,782,768	2,732,087	3,008,637	3,225,155	2,992,510	7.8%
Oct	2,733,964	2,897,370	2,944,433	3,421,099	3,116,480	9.8%
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	\$31,921,874	\$35,868,020	
YTD	\$27,104,471	\$28,078,775	\$29,418,859	\$31,921,874	\$30,071,710	6.2%

Retail Sales Tax

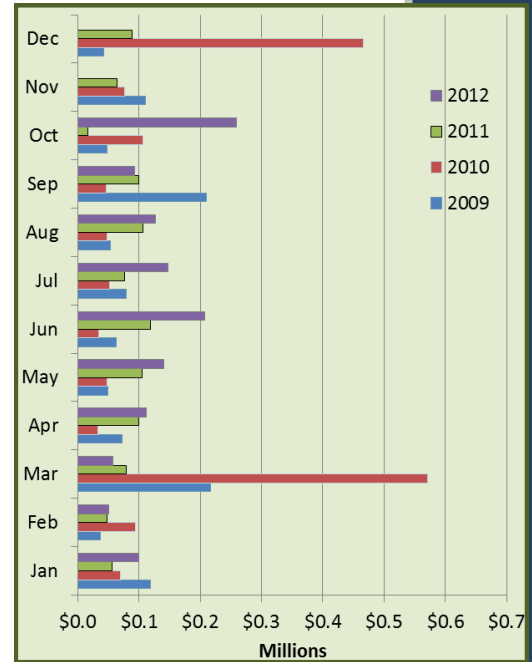


	2009	2010	2011	2012	2012 Budget	+ / - Budget
Jan	\$ 3,354,704	\$ 3,352,821	\$ 3,613,881	\$ 3,733,310	\$ 3,648,890	2.3%
Feb	2,170,562	1,959,729	2,249,749	2,390,409	2,132,780	12.1%
Mar	2,100,216	2,328,701	2,299,237	2,403,380	2,534,340	-5.2%
Apr	2,482,752	2,579,918	2,702,024	2,905,558	2,807,740	3.5%
May	2,218,482	2,324,395	2,462,213	2,614,500	2,529,650	3.4%
Jun	2,390,535	2,468,207	2,536,541	2,711,906	2,686,160	1.0%
Jul	2,552,195	2,752,870	2,882,075	3,105,564	2,995,960	3.7%
Aug	2,383,119	2,458,382	2,667,674	2,823,319	2,675,470	5.5%
Sep	2,401,596	2,495,338	2,710,738	2,909,008	2,715,690	7.1%
Oct	2,457,158	2,602,599	2,746,866	2,991,034	2,832,420	5.6%
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	\$28,587,986	\$32,868,020	
YTD	\$24,511,320	\$25,322,960	\$26,870,998	\$28,587,986	\$27,559,100	3.7%

SnapShot

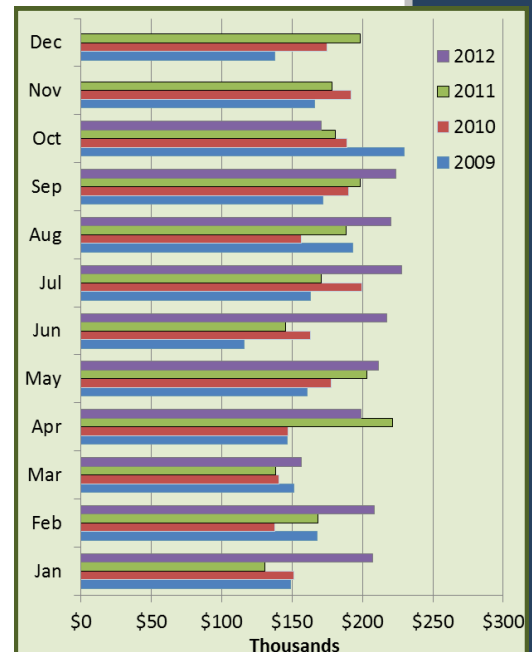
Building Materials Use Tax

	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	57,845	144,060	-59.8%
Apr	72,251	32,260	99,569	111,197	82,360	35.0%
May	49,434	48,145	104,373	140,470	75,760	85.4%
Jun	62,723	34,349	118,318	207,024	66,460	211.5%
Jul	79,061	51,657	76,488	146,570	76,580	91.4%
Aug	52,578	47,716	105,871	127,261	70,510	80.5%
Sep	209,338	46,646	99,544	92,415	93,610	-1.3%
Oct	47,437	105,818	17,021	259,279	80,030	224.0%
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	\$1,291,871	\$1,000,000	
YTD	\$ 944,295	\$1,102,235	\$803,937	\$1,291,871	\$ 820,910	57.4%



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	156,828	156,480	0.2%
Apr	146,734	147,378	221,177	198,682	153,530	29.4%
May	160,943	177,687	202,940	211,062	171,700	22.9%
Jun	115,867	163,076	145,325	217,084	151,980	42.8%
Jul	162,966	199,797	170,691	227,989	182,230	25.1%
Aug	193,144	156,834	188,141	220,475	184,760	19.3%
Sep	171,833	190,102	198,355	223,732	183,210	22.1%
Oct	229,369	188,953	180,546	170,786	204,030	-16.3%
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	\$2,042,016	\$2,000,000	
YTD	\$1,648,856	\$1,653,580	\$1,743,924	\$2,042,016	\$1,691,700	20.7%



2007 vs 2012 Tax Comparisons

	2007	2012
Jan	\$3,972,513	\$4,039,678
Feb	2,520,486	2,649,229
Mar	2,319,579	2,618,053
Apr	3,003,780	3,215,437
May	2,581,830	2,966,032
Jun	2,781,786	3,136,014
Jul	3,022,815	3,480,123
Aug	2,931,667	3,171,054
Sep	3,176,883	3,225,155
Oct	3,936,330	3,421,099
Nov	2,835,420	
Dec	2,869,916	
	\$35,953,006	\$31,921,874

Sales & Use Tax 2007 v. 2012



	2007	2012
Jan	\$3,972,513	\$3,607,507
Feb	2,507,072	2,355,439
Mar	2,286,415	2,310,176
Apr	2,941,724	2,828,763
May	2,513,134	2,612,416
Jun	2,702,532	2,766,189
Jul	2,937,441	3,074,729
Aug	2,854,102	2,786,157
Sep	3,084,330	2,821,103
Oct	3,813,494	2,993,663
Nov	2,730,719	
Dec	2,765,797	
	\$35,109,275	\$28,156,140

Sales & Use Tax 2007 v. 2012 in Constant January 2007 Dollars



SnapShot

Retail Sales Tax 2007 v. 2012



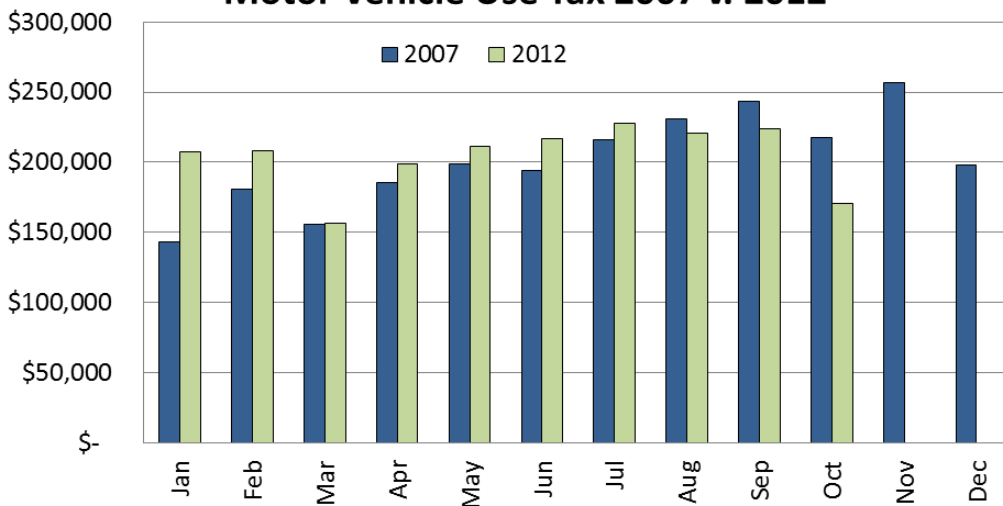
	2007	2012
Jan	\$3,324,067	\$3,733,309
Feb	2,167,873	2,390,409
Mar	1,994,635	2,403,380
Apr	2,437,958	2,905,558
May	2,146,685	2,614,500
Jun	2,300,533	2,711,906
Jul	2,640,223	3,105,564
Aug	2,376,534	2,823,319
Sep	2,332,844	2,909,008
Oct	2,632,667	2,991,034
Nov	2,419,051	-
Dec	2,464,559	-
Total	\$29,237,629	\$28,587,986

Building Material Use Tax 2007 v. 2012



	2007	2012
Jan	\$505,441	\$99,108
Feb	171,835	50,703
Mar	169,579	57,845
Apr	380,285	111,197
May	236,140	140,470
Jun	287,300	207,024
Jul	166,446	146,570
Aug	324,125	127,261
Sep	600,704	92,415
Oct	1,086,325	259,279
Nov	159,382	-
Dec	207,723	-
Total	\$4,295,285	\$1,291,871

Motor Vehicle Use Tax 2007 v. 2012



	2007	2012
Jan	\$143,005	\$207,261
Feb	180,778	208,117
Mar	155,365	156,828
Apr	185,537	198,682
May	199,005	211,062
Jun	193,953	217,084
Jul	216,146	227,989
Aug	231,008	220,475
Sep	243,336	223,732
Oct	217,338	170,786
Nov	256,987	-
Dec	197,634	-
Total	\$2,420,092	\$2,042,016

Sales Tax Collections

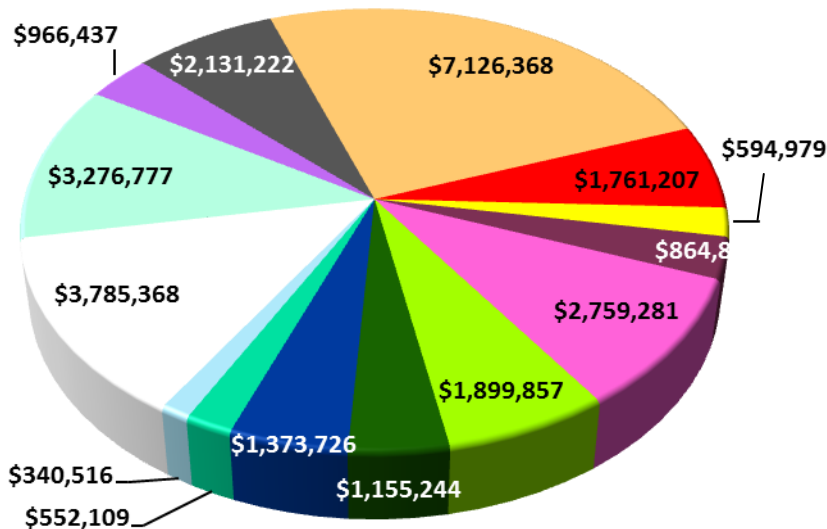
October 2012

Description	YTD 2012	YTD 2011	\$ Change	% Change	% of Total	Total %
Department Stores & General Merchandise	\$ 6,413,210	\$ 6,158,359	\$ 254,851	4.1%	22.4%	22.4%
Restaurants & Bars	3,634,040	3,257,817	376,223	11.5%	12.7%	35.1%
Grocery Stores & Specialty Foods	2,848,908	2,700,437	148,471	5.5%	10.0%	45.1%
Clothing & Clothing Accessories Stores	2,106,010	1,982,769	123,240	6.2%	7.4%	52.5%
Building Material & Lawn & Garden Supplies	1,935,460	1,765,022	170,438	9.7%	6.8%	59.2%
Motor Vehicle Dealers, Auto Parts & Leasing	1,893,093	1,653,143	239,950	14.5%	6.6%	65.9%
Utilities	1,467,671	1,428,308	39,363	2.8%	5.1%	71.0%
Sporting Goods, Hobby, Book & Music Stores	1,403,448	1,292,086	111,362	8.6%	4.9%	75.9%
Broadcasting & Telecommunications	1,118,228	1,111,600	6,627	0.6%	3.9%	79.8%
Used Merchandise Stores	881,071	762,825	118,245	15.5%	3.1%	82.9%
Beer, Wine & Liquor Stores	685,768	601,877	83,891	13.9%	2.4%	85.3%
Hotels, Motels & Other Accommodations	652,984	591,144	61,839	10.5%	2.3%	87.6%
Consumer Goods & Commercial Equipment Rental	500,317	432,993	67,323	15.5%	1.8%	89.3%
Health & Personal Care Stores	478,910	460,209	18,701	4.1%	1.7%	91.0%
Electronics & Appliance Stores	403,522	548,958	(145,436)	-26.5%	1.4%	92.4%
Electronic Shopping & Mail-Order Houses	381,243	378,479	2,765	0.7%	1.3%	93.7%
Furniture & Home Furnishing Stores	368,517	363,568	4,949	1.4%	1.3%	95.0%
Office Supplies, Stationery & Gift Stores	266,579	277,950	(11,371)	-4.1%	1.0%	96.0%
Gasoline Stations with Convenience Stores	228,058	209,415	18,644	8.9%	0.8%	96.8%
All Other Categories	920,952	894,039	26,913	3.0%	3.2%	100.0%
Total	\$28,587,987	\$26,870,998	\$1,716,989	6.4%	100.0%	

- ⇒ By business category, Used Merchandise Stores and Consumer Goods & Commercial Equipment Rentals both hold the top spot so far this year with 15.5% year-to-date increase over 2011. Restaurants & Bars continue their consistently strong growth with an 11.5% increase and continue to lead all categories for total dollar increases from the same period last year. The “Beer, Wine & Liquor Stores” category, posted a 13.9% increase through October and the “Motor Vehicle Dealers, Auto Parts & Leasing” has climbed into the top three with year-to-date increases of 14.5%.
- ⇒ 2012 sales tax revenue is 6.4% above the 2011 level year-to-date. The North East Loveland area has the strongest growth over last year with a 20.8% increase over this time last year. North East Loveland’s performance through October continues on the strong performance of the new and existing restaurants coupled with a large increase from the hotels in the area. Three areas continue to trail their 2011 pace. The Downtown area started 2012 showing 9% to 10% declines in sales over 2011. As new retail stores have opened for business in the downtown area and overall sales improved, the year-to-date deficit has decreased to 1.2% below the same time in 2011. This positive trend should carry into 2013 providing there are no major store closings in the downtown areas future. Through audit, it was discovered that a major retailer in the Promenade Shops had been over-reporting sales. This error has been corrected; as a result, sales show a 3.1% negative trend. However, after adjusting for this reporting issue, the remaining Promenade Shops show a 3.0% positive trend so far in 2012. We will continue to track the adjusted sales trend throughout the year for the Promenade Shops.
- ⇒ Lodging Tax Revenue received in 2012 is at \$570,946 year-to-date.

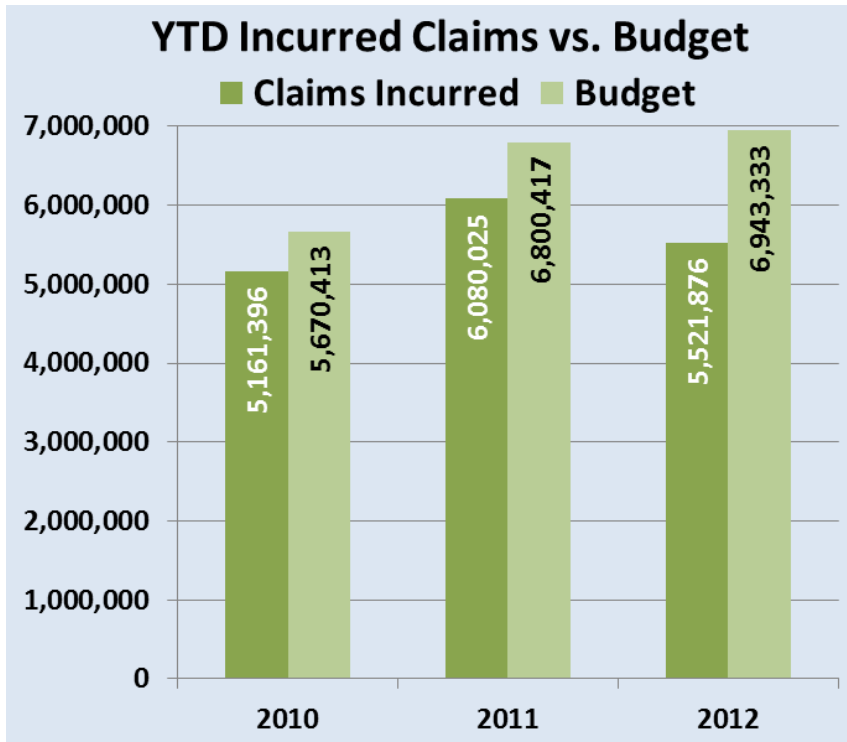
Geographical Area	YTD 2012	YTD 2011	Change
North West Loveland	\$3,276,777	\$3,113,720	5.2%
South West Loveland	\$966,437	\$910,548	6.1%
North East Loveland	\$2,131,222	\$1,763,795	20.8%
South East Loveland	\$7,126,368	\$6,624,803	7.6%
Orchards Shopping Center	\$1,761,207	\$1,680,280	4.8%
Columbine Shopping Center	\$594,979	\$515,777	15.4%
Downtown	\$864,895	\$875,096	-1.2%
Centerra	\$2,759,281	\$2,488,883	10.9%
Promenade Shops	\$1,899,857	\$1,960,766	-3.1%
Outlet Mall	\$1,155,244	\$1,089,510	6.0%
Thompson Valley Shopping Center	\$1,373,726	\$1,290,146	6.5%
The Ranch	\$552,109	\$555,207	-0.6%
Airport	\$340,516	\$329,846	3.2%
All Other Areas	\$3,785,368	\$3,672,622	3.1%
Total	<u>\$28,587,987</u>	<u>\$26,870,998</u>	<u>6.4%</u>

- North West Loveland
- Thompson Valley Shopping Center
- Centerra
- North East Loveland
- Airport
- Outlet Mall
- Orchards Shopping Center
- South West Loveland
- The Ranch
- Downtown
- South East Loveland
- All Other Areas
- Promenade Shops
- Columbine Shopping Center



Cash Basis of Claims Paid					\$ Over / (Under) Budget	% Over / (Under) Budget	
	OAP	HRA	Total	Budget			
2012	October	297,985	155,034	453,019	694,333	(241,314)	-34.8%
	YTD	4,288,355	1,233,521	5,521,876	6,943,333	(1,421,457)	-20.5%
2011	October	450,099	93,493	543,592	680,042	(136,450)	-20.1%
	YTD	5,097,566	982,459	6,080,025	6,800,417	(720,392)	-10.6%
Change	October	(152,114)	61,541	(90,573)			
	% October	-33.8%	65.8%	-16.7%			
	YTD	(809,211)	251,062	(558,149)			
	% YTD	-15.9%	25.6%	-9.2%			

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. ⇒ OAP—Open Access Plan ⇒ HRA—Health Reimbursement Arrangement

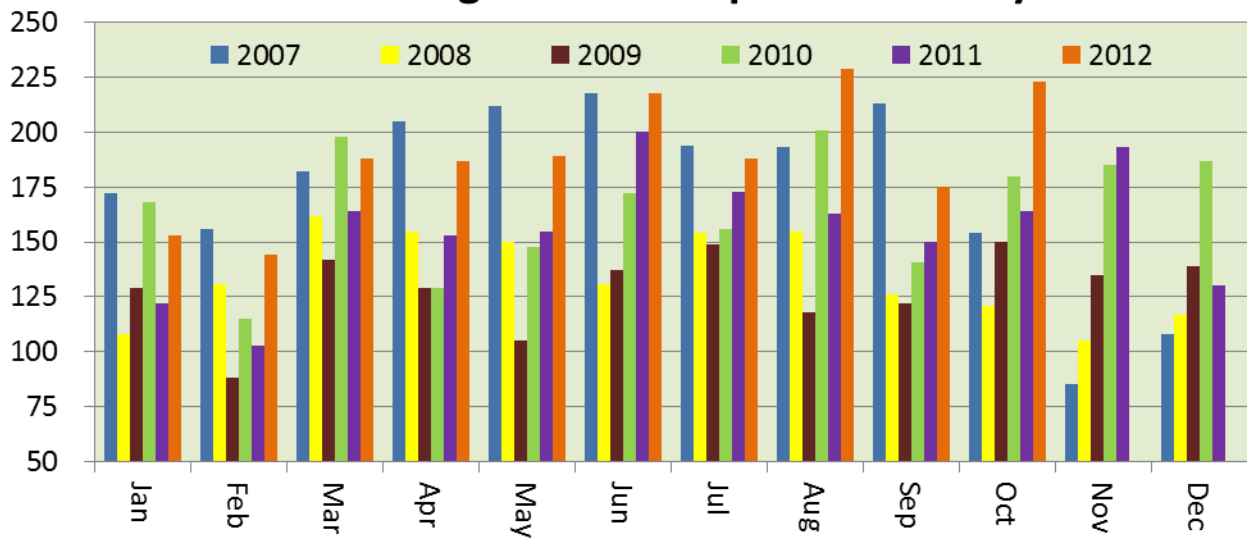


YTD Claims Over \$25k				
Comparison (2009-2012)				
	2009	2010	2011	2012
October				
# of claims	36	38	48	45
Cost of claims	\$2,106,610	\$3,106,875	\$2,534,961	\$2,382,977
2012 # of stoploss claims:	1			

Activity Measures

Measures	October '10	October '11	October '12	2010 YTD	2011 YTD	2012 YTD
# of Building Permits	180	164	223	1,608	1,547	1,894
Building Permit Valuations	\$ 6,933,480	\$ 5,007,516	\$ 19,431,204	\$ 103,430,892	\$ 73,632,679	\$ 119,538,481
# of Certified Occupancies	16	18	28	147	204	282
Net # of Sales Tax Licenses	7	47	25	103	178	(77)
New Residential Electric Meter Sets	110	24	48	244	313	220
# of Utility Bills Sent	35,161	35,891	36,266	350,122	355,655	360,972
Rounds of Golf	10,535	9,004	8,335	112,937	113,631	116,897
Health Claim Costs/Emp.	\$ 632.22	\$ 848.55	\$ 835.96	\$ 9,009.73	\$ 9,703.97	\$ 8,658.85
# of Vacant Positions	10	25	34	93	150	330
# of Frozen Vacant Positions	15	9	9	130	118	90
# of Eliminated Positions	42	46	47	393	442	467
KWH Demand (kH)	88,256	97,952	81,110	1,040,815	1,084,014	1,096,176
KWH Purchased (kwh)	56,458,388	57,914,080	58,122,017	583,711,195	609,125,809	623,359,764
Gallons of Water Sold	472,800,601	431,994,863	394,084,368	3,232,484,081	3,328,343,040	3,867,308,592
# of Workers' Comp Claims	6	9	8	106	102	88
\$ of Workers' Comp Claims Paid	\$ 170,925	\$ 20,664	\$ 20,089.91	\$ 616,395	\$ 146,507	\$ 364,294.05
# of Open Claims Current Year	12	23	10	94	144	101
# of Total Open Claims	14	25	11	136	174	155
\$ of Total Open Claims	\$ 152,022	\$ 222,484	\$ 290,002	\$ 2,121,694	\$ 1,186,704	\$ 2,578,283.05
\$ of Lodging Tax Collected	\$ 53,858	\$ 59,374	\$ 64,500	\$ 411,992	\$ 497,485	\$ 570,946

Building Permit Comparison History



October 2012

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"	\$ 1,924,700	\$ 109,078	\$ 1,815,622	5.67%
Filter Plant 2 Improvements	853,860	583,107	270,753	68.29%
29th St Waterline Replacement	581,370	485,298	96,072	83.47%
Raw Water Capital				
Windy Gap Firming Project	1,205,060	82,727	1,122,333	6.87%
Purchase of Colorado-Big Thompson Project (CBT) Water	2,606,600	2,118,907	487,693	81.29%
Wastewater Utility Capital				
Carlisle Phase IV from Taft to Railroad	597,100	539,580	57,520	90.37%
South Horseshoe Lift Station	1,216,210	60,097	1,156,113	4.94%
Fairgrounds/Namaqua Interceptor	733,600	709,151	24,449	96.67%
Power Capital				
East Sub to Crossroads Sub on Railroad	1,894,640	116,077	1,778,563	6.13%
Horseshoe Sub along Hwy 287 to 29th St.	1,338,910	611	1,338,299	0.05%
Stormwater Capital				
Washington Ave Outfall Phase 4	1,249,208	656,708	592,500	52.57%
MeHaffey Park Regional Detention Pond	580,074	6,285	573,789	1.08%
Streets Transportation Program				
2012 Street Rehabilitation	3,644,900	2,760,143	884,757	75.73%
Fiber network to signals and other facilities	1,084,000	5,801	1,078,199	0.54%
US 287 - Garfield Traffic Signal	668,420	21,197	647,223	3.17%
All Other				
Fire Station 6 Remodel and Expansion	929,970	554,864	375,106	59.66%
Rialto Theater Center	1,114,000	926,649	187,351	83.18%
Library Expansion	857,520	687,998	169,522	80.23%
Police Dispatch Console Replacement	1,200,000	291,307	908,693	24.28%
Facilities Maintenance Capital Projects	655,440	271,246	384,194	41.38%
Mehaffey Park Development	8,550,000	879,945	7,670,055	10.29%
Open Lands Acquisition	3,036,170	263,549	2,772,621	8.68%
Leslie the Cleaner Demolition and Remediation	\$ 500,000	\$ 189,219	\$ 310,781	37.84%

October 2012 SnapShot

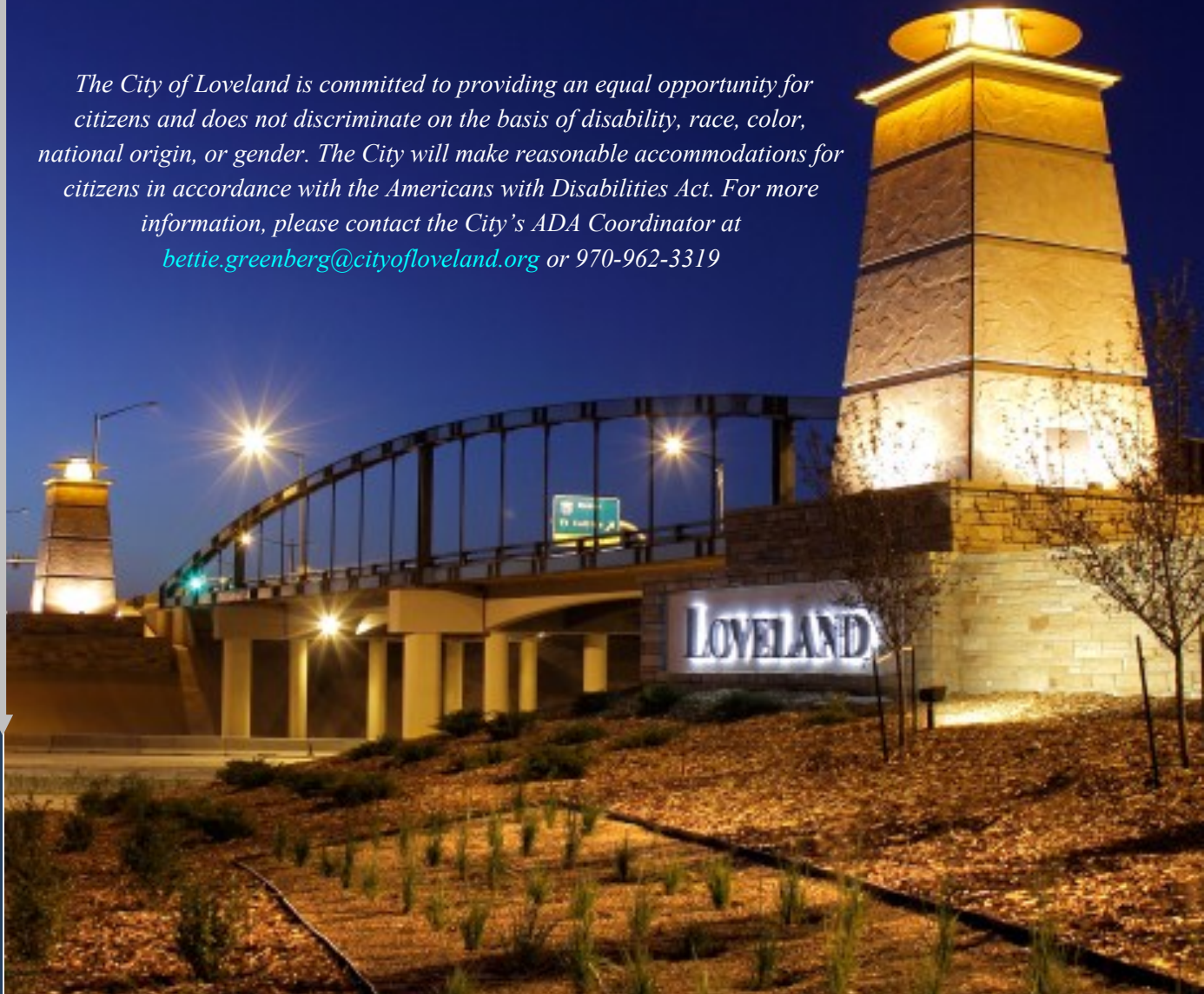
**City Of Loveland
500 East 3rd Street
Loveland, CO 80537**

For more information regarding this report contact:

Brent Worthington, Finance Director

970.962.2300 or brent.worthington@cityofloveland.org

The City of Loveland is committed to providing an equal opportunity for citizens and does not discriminate on the basis of disability, race, color, national origin, or gender. The City will make reasonable accommodations for citizens in accordance with the Americans with Disabilities Act. For more information, please contact the City's ADA Coordinator at bettie.greenberg@cityofloveland.org or 970-962-3319





Snapshot

October 2012

Brent Worthington
Finance Director

Presented
December 4, 2012

October 2012 Snapshot

- Citywide Revenue
 - \$179.5 million, excluding transfers
 - 3.8% above budget projections

- Citywide Expenditures
 - \$158.3 million, excluding transfers
 - 17.7% below budget projections

- Citywide revenues exceed expenditures by \$21.2 million.

October 2012 Snapshot

- General Fund Revenue: \$59.0 million YTD
 - 9.0% above 2012 YTD Budget
 - 7.5% above same period last year

- Sales and Use Tax Revenue: \$31.9 million
 - 6.2% above budget projections
 - 8.5% above same period as last year

- Sales Tax only: \$28.5 million YTD
 - 3.7% above budget projections
 - 6.4% above same period last year

October 2012 Snapshot

Sales & Use Tax 2007 v. 2012



October 2012 Snapshot

Sales & Use Tax 2007 v. 2012 in Constant January 2007 Dollars



October 2012 Snapshot

- General Fund Expenditures
 - \$48.9 million YTD, excluding transfers
 - 7.4% below budget projections

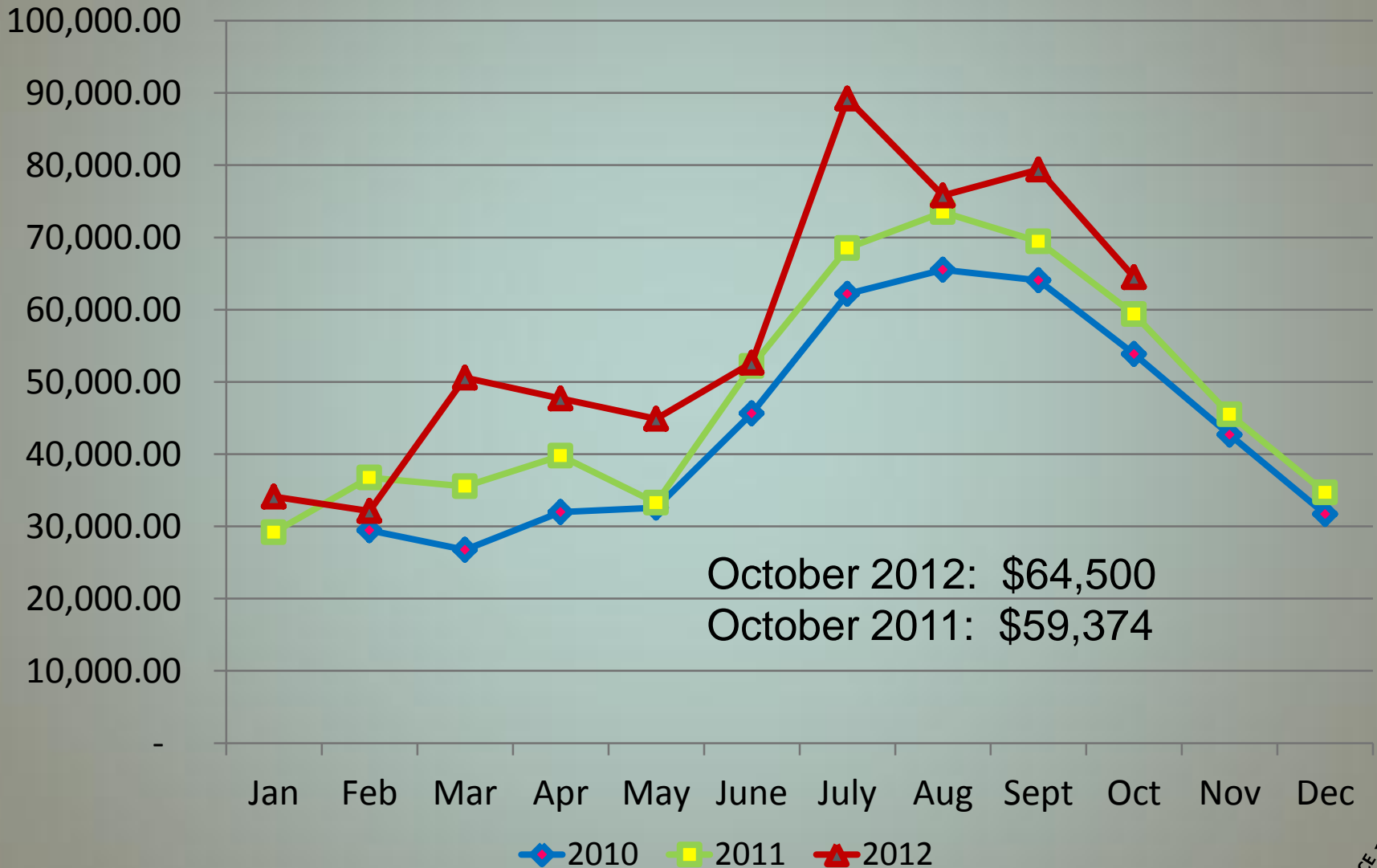
- General Fund Revenues Exceed Expenditures by \$9.5 million

- Health Claims
 - October Claims \$453,019
 - 34.8% below October budget projections
 - 2012 YTD decreased from \$6.0 million to \$5.5 million from same time as last year (9.2%)

October 2012 Snapshot

- Other highlights
 - Lodging tax YTD is \$570,946 (15% higher than 2011 YTD).

Lodging Tax Comparison



October 2012 Snapshot

P. 223



Questions?

Brent Worthington
Finance Director

Presented
December 4, 2012



CITY OF LOVELAND
CITY MANAGER'S OFFICE

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AGENDA ITEM: 19
MEETING DATE: 12/4/2012
TO: City Council
FROM: Alan Krcmarik, Executive Fiscal Advisor
PRESENTER: Alan Krcmarik

TITLE: Investment Report for October 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. Through October 2012, the amount posted to the investment account is \$2,152,850 including realized gains. Actual year-to-date earnings are now lower than the year-to-date projection by \$115,850. Based on the monthly statement, the estimated annualized yield on the securities held by USBank was down to 1.14%, well under the annual target rate of 1.70% for 2012. Reinvestment rates are still near record low levels, much lower than the budget projection.

SUMMARY: At the end of September, the City's portfolio had an estimated market value of \$212.5 million, about \$900,000 more than a month ago. Of this amount, USBank held (including accrued interest) \$186 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 about \$2.1 million annually.

REVIEWED BY CITY MANAGER: *William D. Cahill*

LIST OF ATTACHMENTS: Investment Focus October 2012



Loveland Municipal Building

Investment Focus

Monthly Investment Report

October 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

- * 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 = **\$2,152,850 – 5.1% under target**. This includes realized gains on security sales of **\$234,805**.
- * Each 1% of the total portfolio amounts to about \$2.1 million.
- * The month end market value shows the unrealized loss increased slightly, up to **\$243,195** at the end of September.

Investment Falls Off a Cliff

U.S. companies are scaling back investment plans at the fastest pace since the recession, signaling more trouble for the economic recovery.

Half of the nation's 40 biggest publicly traded corporate spenders have announced plans to curtail capital expenditures this year or next.

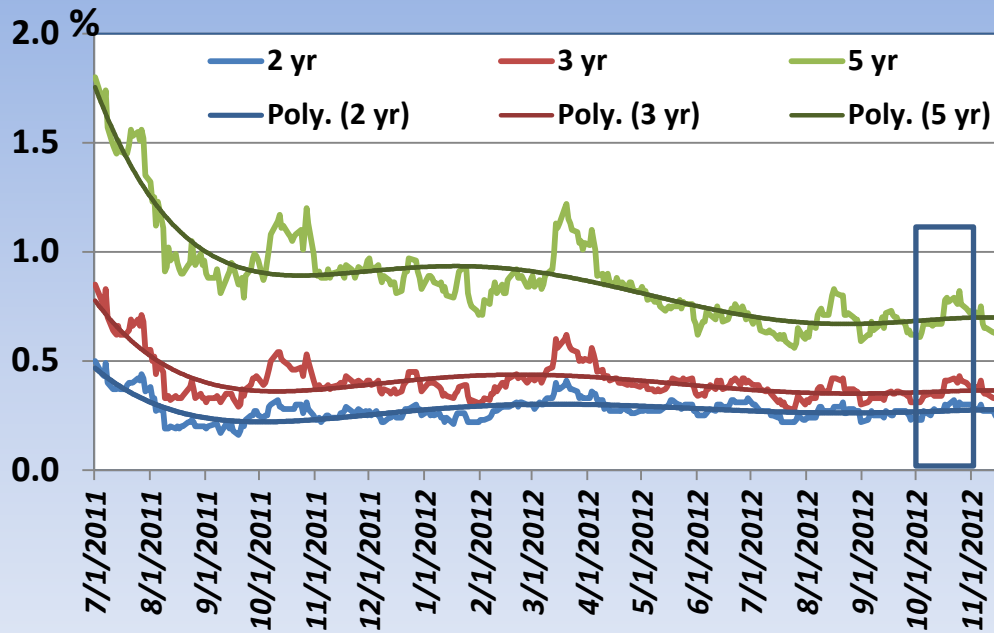
Executives say they are delaying big projects to protect profits amid easing demand and rising uncertainty.

(Source: Sudeep Reddy and Scott Thurm, *The Wall Street Journal*, November 19, 2012.)

Type of Investment	Purchase Price	Market Value	Unrealized Gain or Loss
Checking Accounts	\$ 8,898,249	\$8,898,249	--
Investment Pools	17,609,992	17,609,992	--
Money Markets	<u>27,439,659</u>	<u>27,439,659</u>	--
Subtotal	\$ 53,947,900	\$ 53,947,900	--
Notes and Bonds	<u>158,786,343</u>	<u>158,543,048</u>	\$ (243,195)
Total Portfolio	\$ 212,734,243	\$ 212,490,948	\$ (243,195)
Data Sources	(Morgan Stanley)	(US Bank)	

Due to rounding, column and row totals may not add exactly.

Treasury rate trends / Large business outlook

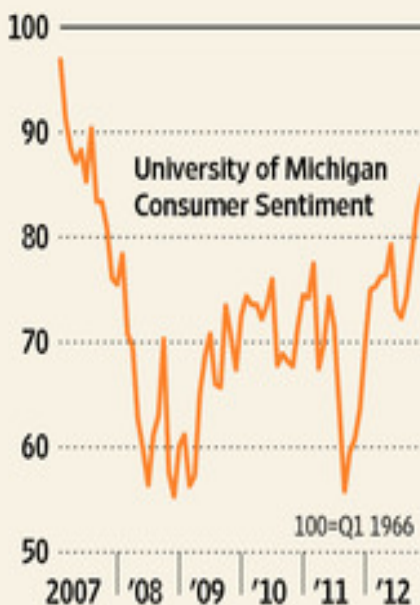


Interest rates on US treasuries finished the month of October up when compared to the end of September.

Based on the 2-year treasury, the October month-end rate was 7 basis points higher. The 3-year was also 7 points higher. The 5-year finished 10 basis points higher.

These shifts in the yield curve decreased the value of securities in the portfolio. The rate on purchases was slightly higher.

U.S. consumer confidence has returned to a five-year high and overall small business sentiment has remained resilient in recent months...



... while large corporation confidence has eroded this year.



Business Roundtable CEO Economic Outlook Survey Index



Sources: Commerce Department (business investment); Thomson Reuters/University of Michigan (consumer sentiment); National Federation of Independent Business (optimism index); Business Roundtable (CEO Outlook)

Cash Position Summary

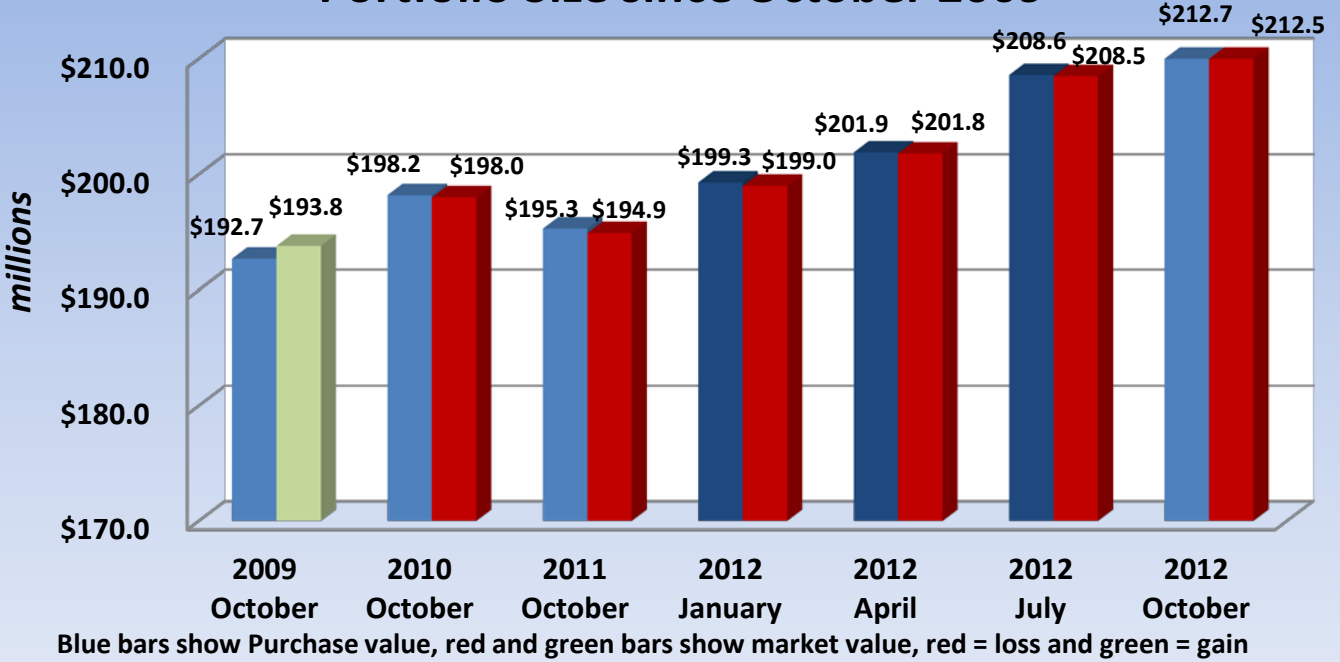
Cash & Reserves (unaudited)

		2012 Beginning	YTD Activity	Month End Total
Restricted Reserves		Due to rounding, column and row totals may not add exactly.		
1	Capital Expansion Fees	\$ 33,634,541	\$ 1,354,795	\$ 34,989,336
2	Water System Impact Fees	7,351,374	1,341,058	8,692,432
3	Raw Water Revenue – Windy Gap	22,362,750	(1,469,069)	20,893,681
4	Wastewater System Imp. Fees	4,509,816	497,328	5,007,144
5	Storm Drain System Imp. Fees	1,344,721	166,167	1,510,888
6	Power Plant Investment Fees	6,866,635	1,186,338	8,052,972
7	Cemetery Perpetual Care	2,531,442	81,976	2,613,418
8	Other Restricted	29,211,947	348,880	29,560,827
9	Total Restricted	\$ 107,813,225	\$ 3,507,473	\$ 111,320,698
Committed/ Assigned				
10	General Fund	\$ 11,622,515	\$ (1,600,061)	\$ 10,022,454
11	Enterprise Funds	5,098,358	239,755	5,338,113
12	Internal Service Funds	17,970,582	1,777,245	19,747,827
13	Total Reserves	\$ 34,691,455	\$ 416,939	\$ 35,108,394
14	Total Restricted and Reserved	\$ 142,504,680	\$ 3,924,412	\$ 146,429,093
Unassigned Balance				
15	General Fund	\$ 17,142,212	\$ 8,341,764	\$ 25,483,976
16	Airport	897,343	410,142	1,307,485
17	Internal Service – Vehicle Maint	142,091	72,667	214,754
18	Enterprise Funds	36,427,968	2,423,540	38,851,508
19	Total Unrestricted	\$ 54,609,615	\$ 11,248,109	\$ 65,857,724
20	TOTAL CASH	\$ 197,114,296	\$ 15,172,521	\$ 212,286,816

Monthly Investment Report

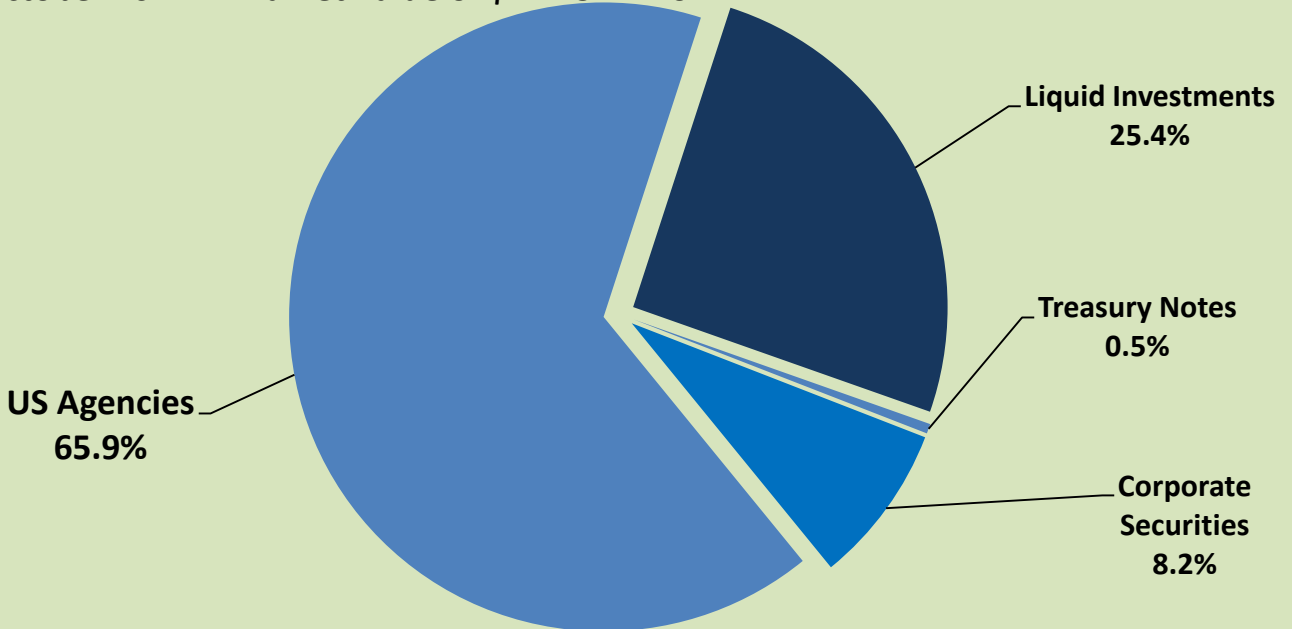
Portfolio Size / Types of Investments

Portfolio Size since October 2009



Portfolio by Type of Investment

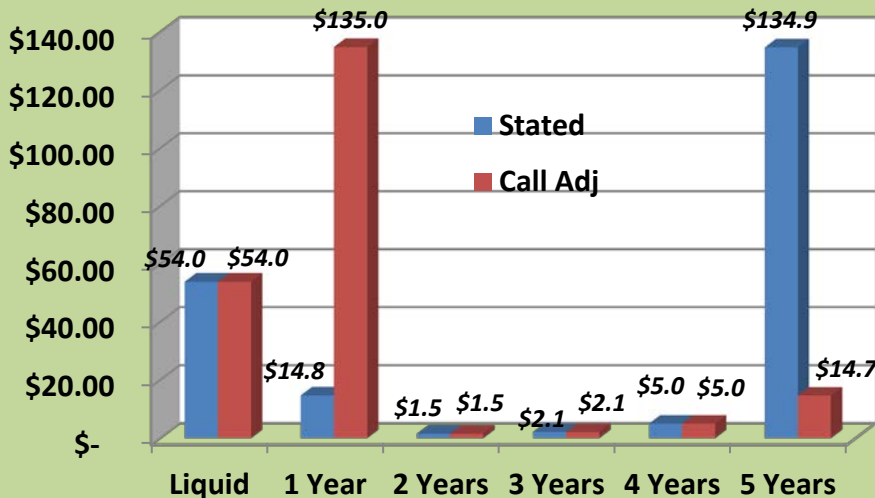
October 2012 – Market Value of \$212.5 million



Transactions / Portfolio by Maturity

	Maturity Date	Face Value	Purchase \$	Stated Rate
<u>Purchases</u>				
Federal Home Loan Bank	10/23/2017	\$ 5,000,000	\$ 5,000,000.00	0.900%
<u>Matured</u>				
New York Life Global	10/16/2012	\$ 1,000,000		5.250%
<u>Called</u>				
			<u>Call Value \$</u>	
Federal Home Loan Bank	02/23/2017	\$ 4,838,710	\$ 4,838,709.67	1.050%
Federal Home Loan Bank	08/21/2017	5,000,000	5,000,000.00	1.100%
Federal Home Loan Bank	05/27/2017	5,000,000	5,000,000.00	1.240%
Federal Home Loan Bank	10/19/2016	5,000,000	5,000,000.00	1.400%
		\$ 19,838,710	\$ 19,838,709.67	
<u>Sales</u>			<u>Gain \$</u>	
None this month				

Portfolio by Estimated Maturity Term
(in millions - Total = \$212.5 at the end of October 2012)



The target rate for 2012 is 1.7%. Rates are now up slightly ahead of near record lows. Through October, the portfolio proceeds are just below the earnings target level for 2012.

To support earnings or to reposition the portfolio, bonds may be sold. Gains on sales total \$234,805 to date.

The blue bars show the stated term. Red bars show the calls. The five year bonds will be called early.



Future Scan: Fed to focus on economic targets

- ❖ The **Federal Open Market Committee** (“FOMC” or “Fed” or “Committee”) met on October 23-24. The FOMC Minutes point to two things which could occur at the December FOMC Meeting: a new round of asset purchases to offset the expiration of Operation Twist, and; changing the FOMC Statement language to use specific economic targets for forward guidance rather than, or in conjunction with, future dates. There are still issues to be resolved with both strategies but it appears that the Fed is likely to announce more asset purchases in December, at the very least, to replace Operation Twist. Speculation is that a new purchase program would include less than the \$45 billion per month purchased during Operation Twist, possibly \$15 to \$20 billion in new purchases. (Source: *Vining Sparks Economic Strategy Weekly Outlook*, Craig Dismuke, November 16, 2012.)
- ❖ **Morgan Stanley Smith Barney (“MS”)**: After the election, focus turns to the fiscal cliff negotiations
 - “The question now becomes whether the early political posturing will be just that or will we revisit failure again, which this time around would be far more grave in terms of its more immediate economic impact”
 - “Incoming data have tended to confirm a negative impact on business decision-making,... For the record, the MS tracking estimate for Q4 real GDP stands at a paltry +0.8%.”
 - “Complete failure and a dive off the cliff could push the 10-year yield to challenge the 1.39% low from July 24. In the meantime, we are currently maintaining our 10-yr yield range at 1.20% to 2.00%.”
 - An ongoing recession in Europe, uncertainties related to Greece and to a lesser degree Spain, and last but not least the looming fiscal cliff in the U.S., all paint a dismal fundamental backdrop. (Source: *Basis Points Fixed Income Strategy*, Kevin Flanagan and John Mackay, November 13, 2012.)
- ❖ The October 2012 Colorado Employment Situation was released on November 20, 2012. Using non-seasonally adjusted employment data, **Colorado’s unemployment rate** for October was estimated to be 7.5% compared to the national unemployment rate of 7.5%. Larimer County rose up to 5.9%. Boulder County stayed at 5.7% and Weld County rose to 8.1%. Data for cities showed shifts upward. Loveland’s unemployment rate is estimated to be down to 6.8%, from 6.7% in September; down from 7.4% one year ago. Fort Collins was 5.9%, Boulder 5.4%, and Greeley 8.2%.
- ❖ **Recession Outlook**: The most recent observations of four key economic indicators show the U.S. economy to be weaker. Industrial production posted a negative 0.4% and real retail sales a negative 0.5% in October. Real income was also negative in August and September. Only a 0.1% gain in employment offsets the other three readings. With additional negative impacts expected from the Superstorm Sandy, the economy needs some good results to avoid recession in the near term. (Source: *Advisor Perspectives*, Doug Short, November 16, 2012)

[For more information regarding this report, please contact:](#)

Alan Krcmarik, Executive Fiscal Advisor 970.962.2625 or Alan.Krcmarik@cityofloveland.org

Updated Colorado Labor Data

- ❑ Loveland’s workforce **expanded** in **October**, **up 17** jobs from September 2012.
- ❑ Compared to one year ago in October, there are **748 more** jobs.

