



AGENDA ITEM: 16
MEETING DATE: 10/15/2013
TO: City Council
FROM: Economic Development Department
PRESENTER: Mike Scholl, Economic Development Manager

TITLE:

1. A Resolution Approving a Grant and Fee Waiver Agreement with the House of Neighborly Service for the Community Life Center
2. An Ordinance Enacting a Supplemental Budget and Appropriation to the 2013 City of Loveland Budget to Provide Incentives to House of Neighborly Service for the Community Life Center

RECOMMENDED CITY COUNCIL ACTION:

1. Adopt the resolution.
2. Conduct a public hearing and 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

SUMMARY:

1. The resolution is an administrative action and would authorize the City Manager to sign a Grant and Fee Waiver agreement with the House of Neighborly Services (HNS) for the construction of the "*Community Life Center*" at 1511 E. 11th Street. The agreement would provide a total package valued at \$780,516.14 that includes reimbursements for public improvements, a matching grant, and fee waivers. The item was considered by Council at the August 13, 2013, Council Study Session.
2. The Ordinance is on first reading. It would budget and appropriate \$500,000 from Council reserve for the Incentive agreement.

BUDGET IMPACT:

- Positive
 Negative
 Neutral or negligible

(The City would fund \$500,000 from Council reserves and forgo \$280,516.14 in waived fees.)

BACKGROUND:

HNS, a local non-profit which provides a range of social services to low income individuals and families, is expanding their operations at 1511 E. 11th Street, creating the Community Life Center. Multiple non-profits have agreed to co-locate at the Center. The facility is estimated to cost \$5,000,000 on completion. HNS is actively raising funds for the project and the request to the City is part of the overall campaign.

The agreement provides \$250,000 in 2013, for public improvement and an additional \$250,000 in 2014, as a challenge grant to be matched by other contributions. In addition, the agreement provides a fee waiver of \$280,516.14.

As part of the agreement, the City agrees to release the existing lien on 565 N. Cleveland in exchange for a promissory note and deed of trust on 1511 E. 11th Street for \$780,516 subordinate to the current financing. The note would be payable to the City if HNS were to sell or transfer the property within the next 20 years.

At the August 13, 2013 Study Session, Council directed staff to complete the agreement and return to Council for formal consideration.

REVIEWED BY CITY MANAGER:

LIST OF ATTACHMENTS:

1. Resolution
2. House of Neighborly Service Grant and Fee Waiver Agreement
3. Supplemental Appropriation Ordinance

RESOLUTION #R-88-2013

A RESOLUTION APPROVING A GRANT AND FEE WAIVER AGREEMENT WITH THE HOUSE OF NEIGHBORLY SERVICE FOR THE COMMUNITY LIFE CENTER

WHEREAS, the House of Neighborly Service, a Colorado nonprofit corporation (“**HNS**”) is a leading provider of essential comprehensive basic needs assistance to citizens of Loveland who are homeless and/or otherwise in need of assistance, playing a significant and essential role in meeting the social service needs of the community; and

WHEREAS, the community services provided by HNS (“**Community Services**”) include food assistance, utility assistance, prescription and special medical assistance, emergency shelter for homeless families and individuals, inclement weather shelter for homeless families and individuals, assistance with basic clothing and household goods, special programs for families and children (such as adopt-a-family for Christmas, back to school, birthday closet for children, screening for eyeglasses programs, screening for City of Loveland low income discount programs (Paratransit, COLT and Chilson passes, and scholarships) and administration of the City sales tax rebate program, and partnership and referral programs in cooperation with other assistance agencies (such as the Center for Adult Learning, Neighbor to Neighbor rent and housing assistance, and the Hand Up Cooperative job search assistance program); and

WHEREAS, HNS is the owner of the real property and improvements located at 1151 E. 11th Street, Loveland, Colorado and legally described as **Lot 1, Ward Industrial Park First Subdivision, City of Loveland, Larimer County, Colorado** (the “**Property**”); and

WHEREAS, HNS is redeveloping the Property (the “**Project**”) to house the Community Life Center (the “**Center**”), for co-location of Community Services offered by HNS and other nonprofits, in order to improve delivery and provide an integrated source of such services for low-income individuals and families in the greater Loveland area; and

WHEREAS, the Center will increase community access to services, improve efficiency and reduce cost of providing services, enhance the quality of service and address generational poverty in Loveland and the surrounding area; and

WHEREAS, the first phase of the Project includes an initial \$1.1 million renovation of the Building (“**Phase I**”); and

WHEREAS, in connection with Phase I of the Project, HNS will be required to pay to the City certain capital expansion fees, excluding utility related fees and charges, in the estimated amount of two hundred fifty six thousand seven hundred and nine dollars and forty cents (\$256,709.40) (the “**CEFs**”) and building permit fees, inspection fees, and other fees imposed on new development in the City, excluding CEFs, which are estimated not to exceed twenty three thousand eight hundred and six dollars and seventy four cents (\$23,806.74) (the “**Development Fees**”) as a precondition to receiving from the City a building permit and/or final certificate of occupancy for Phase I; and

WHEREAS, HNS has asked the City to provide economic assistance for Phase I to facilitate redevelopment of the Property to house the Center and to enable HNS to attract additional investment in the Center from foundations, residents, and other public sources; and

WHEREAS, the economic assistance requested by HNS for Phase I include a waiver of the CEF's and the Development Fees, cash assistance to fund certain the site improvements to enhance safety and accessibility in the Building and a cash matching grant; and

WHEREAS, the House of Neighborly Service Grant and Fee Waiver Agreement attached hereto as **Exhibit A** and incorporated herein by reference (the "**Agreement**") include the requested assistance; and

WHEREAS, the waiver of CEFs and Development Fees is authorized under City Code Section 16.38.075, if the City Council finds that the project for which the fees would otherwise be imposed will provide not-for-profit facilities open to Loveland area residents that might otherwise be provided by the City at taxpayer expense, and that such facilities relieve the pressures of growth on City facilities; and

WHEREAS, the waiver of capital related fees under Section 16.38.075 requires no reimbursement by the City's general fund, unless the waived fee is a utility fee or charge; and

WHEREAS, provision of cash assistance is authorized under City Code Section 3.04.090 for all public purposes to the full extent authorized by the Colorado Constitution, which includes the public purposes of producing significant economic, cultural and social benefits to the citizens of Loveland; and

WHEREAS, the City Council finds that the terms of the Agreement and the economic assistance for Phase I set forth in the Agreement (a) are in the best interests of the City and the public, serve the public purposes of producing significant economic and social benefits to the citizens of Loveland, primarily in the form of economic development, high-quality jobs, and access to social services including but not limited to food support, limited medical, job training, housing assistance and family support services to low-income individuals and families in the greater Loveland area; and (b) will fund a project that will provide not-for-profit facilities open to Loveland area residents that might otherwise be provided by the City as taxpayer expense, and that such facilities relieve the pressures of growth on City facilities.

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

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

Section 2. That City Council hereby approves the Agreement.

Section 3. That the City Manager is authorized, following consultation with the City Attorney, to modify the 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 after an ordinance appropriating the funds sufficient to reimburse HNS for the Site Improvements and to pay to HNS the Matching Grant, as defined in the Agreement, is approved on second reading and such ordinance becomes effective, the City Manager and the City Clerk are hereby authorized and directed to execute the Agreement on behalf of the City of Loveland.

Section 5. That after execution of the Agreement and following consultation with the City Attorney, the City Manager is hereby authorized to make the determinations and grant or deny approvals as set forth in the Agreement and the City Manager and City Clerk are hereby authorized and directed to execute and deliver such documentation as may be necessary or appropriate to make the payments and otherwise implement the transactions set forth in the Agreement.

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

ADOPTED this 15th day of October, 2012.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

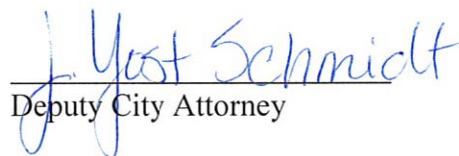

Deputy City Attorney

EXHIBIT A

HOUSE OF NEIGHBORLY SERVICE GRANT AND FEE WAIVER AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of ____, 2013, by and between **THE CITY OF LOVELAND, COLORADO**, a home rule municipality (“**City**”) and **HOUSE OF NEIGHBORLY SERVICE**, a Colorado nonprofit corporation (“**HNS**”). The City and HNS are referred to herein individually as a “**Party**” or jointly, as the “**Parties**”.

RECITALS

WHEREAS, HNS owns that real property consisting of approximately 2.18 acres located in the City of Loveland, Colorado described as follows:

LOT 1, WARD INDUSTRIAL PARK FIRST SUBDIVISION, CITY OF LOVELAND, LARIMER COUNTY, COLORADO

and known as 1151 E. 11th Street, Loveland, Colorado (the “**Property**”); and

WHEREAS, before HNS’ acquisition of the Property, the 36,986 square foot building located on the Property (the “**Building**”) was vacant and underutilized for an extended period of time; and

WHEREAS, HNS is redeveloping the Property (the “**Project**”) to house the Community Life Center (the “**Center**”), in which HNS will offer community services, along with social and community services offered by other nonprofits, in order to improve delivery and provide an integrated source of such services to low-income individuals and families in the greater Loveland area; and

WHEREAS, the Center will increase community access to services, improve efficiency and reduce cost of providing services, enhance the quality of service and address generational poverty in Loveland and the surrounding area; and

WHEREAS, the first phase of the Project includes acquisition of the Property and an initial \$1.1 million renovation of the Building (“**Phase I**”) to allow occupancy by HNS, as well as occupancy or programs offered by other social service agencies such as the Boys and Girls Club of Larimer County, Catholic Charities, Disabled Resource Services, Hand Up Cooperative, Neighbor to Neighbor, Department of Human Services, Angel House, St. Matthew’s Medical Clinic and the Center for Adult Learning (Front Range Community College); and

WHEREAS, in connection with Phase I of the Project, HNS will be required to pay to the City certain capital expansion fees, excluding utility related fees and charges, in the estimated amount of two hundred fifty six thousand seven hundred and nine dollars and forty cents (\$256,709.40) (the “**CEFs**”) and building permit fees, inspection fees, and other fees imposed on new development in the City, excluding CEFs, which are estimated not to exceed twenty three

thousand eight hundred and six dollars and seventy four cents (\$23,806.74) (the “**Development Fees**”) as a precondition to receiving from the City a building permit and/or final certificate of occupancy for Phase I; and

WHEREAS, HNS has asked the City to provide economic assistance for Phase I to facilitate redevelopment of the Property to house the Center and to enable HNS to attract additional investment in the Center from foundations, residents, and other public sources; and

WHEREAS, the economic assistance requested by HNS for Phase I include a waiver of the CEF’s and the Development Fees, cash assistance to fund certain the Site Improvements (as defined below), to enhance safety and accessibility in the Building and a cash matching grant; and

WHEREAS, the waiver of CEFs and Development Fees is authorized under City Code Section 16.38.075, if the City Council finds that the project for which the fees would otherwise be imposed will provide not-for-profit facilities open to Loveland area residents that might otherwise be provided by the City at taxpayer expense, and that such facilities relieve the pressures of growth on City facilities; and

WHEREAS, the waiver of capital related fees under Section 16.38.075 requires no reimbursement by the City’s general fund, unless the fee is a utility fee or charge; and

WHEREAS, provision of cash assistance is authorized under City Code Section 3.04.090 for all public purposes to the full extent authorized by the Colorado Constitution, which includes the public purposes of producing significant economic, cultural and social benefits to the citizens of Loveland; and

WHEREAS, by the adoption of Resolution #R-____-2013, the City Council has made findings that the terms of the this Agreement and the economic assistance for Phase I hereinafter set forth in this Agreement (a) are in the best interests of the City and the public, serve the public purposes of producing significant economic and social benefits to the citizens of Loveland, primarily in the form of economic development, high-quality jobs, and access to social services including but not limited to food support, limited medical, job training, housing assistance and family support services to low-income individuals and families in the greater Loveland area; and (b) will fund a project that will provide not-for-profit facilities open to Loveland area residents that might otherwise be provided by the City as taxpayer expense, and that such facilities relieve the pressures of growth on City facilities.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Waived Fees. On the express condition that HNS obtains a building permit for construction of Phase I of the Project or before December 31, 2014, the CEF’s due for Phase I in an amount not to exceed two hundred fifty six thousand seven hundred nine dollars and forty cents (\$256,709.40) and the Development Fees due for Phase I in an amount not to exceed

twenty three thousand eight hundred six dollars and seventy four cents (\$23,806.74) shall be waived (collectively, the "Waived CEFs and Fees"). The Waived CEFs and Fees shall not, in any event, exceed the total sum of two hundred eighty thousand five hundred sixteen dollars and fourteen cents (\$280,516.14) and HNS shall pay any amounts in excess of two hundred eighty thousand five hundred sixteen dollars and fourteen cents (\$280,516.14). If HNS fails to obtain a building permit for Phase I of the Project on or before such date, then this waiver of the Waived CEFs and Fees shall expire and the City shall have no obligation to waive any CEFs or Development Fees due with respect to Phase I of the Project.

The Waived CEFs and Fees shall not include any amounts for City utility-related fees or charges or for taxes or fees payable to Larimer County or other governmental entities in connection with Phase I of the Project, which shall be paid by HNS as required by law.

2. Deed Restriction/Encumbrance In Connection with Fee Waiver. In accordance with City Code Section 16.38.080.B, HNS shall execute a deed restriction or encumbrance ("**Encumbrance**"), in a form approved by the City Attorney, prohibiting the sale of the Property to any person or entity for a use that does not meet the requirements of Code Section 16.38.080.A, for a period of 20 years from the date on which a temporary or permanent certificate of occupancy (or letter of completion) is issued for Phase I of the Project. The Encumbrance shall be signed and delivered by HNS to the City prior to issuance of a temporary or permanent certificate of occupancy (or letter of completion) for Phase I of the Project, and the City shall have the right to withhold the certificate of occupancy (or letter of completion) until receipt of the Encumbrance. The Encumbrance shall constitute a covenant, equitable servitude and/or lien that runs with the Property and binds HNS, its successors and assigns. The Encumbrance shall expire upon the earlier of: (a) transfer of title to the Property to an institutional lender holding a mortgage or deed of trust on the Property, or to such institutional lender's successor or assign, by foreclosure or deed-in-lieu of foreclosure; or (b) twenty (20) years after the date of a certificate of occupancy (or letter of completion) is first issued for the Phase I of the Project, provided there is no existing default under the Encumbrance.

3. Transfer of Existing Lien on Cleveland Property. HNS is the owner of real property and improvements located at 565 N. Cleveland Ave., Loveland, Colorado, legally described as **the North 70 feet of Lots 108, inclusive, Block 11, Original Plat of the City of Loveland, Larimer County, Colorado** (the "**Cleveland Property**"). HNS desires to sell the Cleveland Property to defray a part of its cost to acquire the new Property. The Cleveland Property is subject to a Lien Agreement between the City and HNS dated February 1, 1990 and recorded February 6, 1990 in the Larimer County real property records at Reception #90005418 (the "**Cleveland Lien Agreement**"). The Cleveland Lien Agreement secures Community Development Block Grant ("**CDBG**") funds provided by the City to HNS to fund a portion of the purchase price paid by HNS for the Cleveland Property. Pursuant to the Cleveland Lien Agreement, the City is entitled to forty two percent (42%) of the "then-current fair market value" of the property at such time as HNS fails to operate the program for which the CDBG funds were provided. The City hereby agrees to release the Cleveland Lien Agreement on the Cleveland Property in return for a promissory note and deed of trust on the Property ("**Note and Deed of Trust**") the to secure an amount equal to seven hundred eighty thousand five hundred sixteen \$780,516.00 (the "**Principal Amount**"), which is the total of all funding provided to HNS by the

City for the Property under this Agreement, provided that the Principal Amount is subject to reduction in the event that less than the full amount of \$250,000 is paid by the City to HNS under the terms of the Matching Grant under paragraph 5 below. The Note and Deed of Trust shall be in a form reasonably satisfactory to the City, shall be subordinate to existing or future financing for acquisition or improvement of the Property in an amount not to exceed \$2,312,000, and the Principal Amount shall be due and payable upon the sale or transfer of the Property by HNS. If the Principal Amount does not become due as a result of a sale or transfer of the Property by HNS, it shall be deemed paid and shall expire on that date which is twenty (20) years from the date of the Note.

4. Cash Assistance; Reimbursement for Site Improvements. On the express condition that HNS obtains a building permit for construction of Phase I of the Project or before December 31, 2014, the City shall reimburse HNS for the costs of the following improvements (the “**Site Improvements**”) in amount not to exceed a total of two hundred fifty thousand dollars (\$250,000):

| | |
|---------------------------------|---------------|
| a. Elevator | \$133,000 |
| b. Fire Alarm | 22,500 |
| c. Sprinkler System | 55,000 |
| d. Fire hydrant | 7,500 |
| e. Front Entrance and Vestibule | <u>32,000</u> |
| | \$250,000 |

The City shall reimburse HNS for the cost of each of the listed Site Improvements as they are completed, from time to time, within thirty (30) days after receipt of written request therefor from HNS, which request shall include invoices and lien waivers from the contractors performing such work. The City shall have the right, prior to any reimbursement, to enter onto the Property on reasonable notice to HNS to inspect the Site Improvements to determine whether they have been completed to the reasonable satisfaction of the City, and may withhold the requested reimbursement until such completion by HNS. In no event shall the City be responsible for reimbursement of any costs in excess of a total cumulative amount of two hundred fifty thousand dollars (\$250,000). Any costs in excess of a total cumulative amount of two hundred fifty thousand dollars (\$250,000) incurred by HNS in completion of the Site Improvements shall be borne by HNS. If HNS fails to obtain a building permit for Phase I of the Project on or before December 31, 2014, the City shall have no obligation to reimburse HNS for the cost of the listed Site Improvements as set forth above.

5. Matching Grant. The City shall provide grant funds for Phase I of the Project in an amount equal to the donations, excluding the City’s assistance under this Agreement or other funding from the City (including but not limited to CDBG funding), raised by HNS for Phase I of the Project from sources other than the City on or before December 31, 2014, up to a maximum grant amount of two hundred fifty thousand dollars (\$250,000) (the “**Matching Grant**”). The Matching Grant shall be paid by the City to HNS within thirty (30) days after receipt by the City of HNS’s written request for payment of the Matching Grant accompanied by

such documentation as may be requested by the City Manager evidencing that HNS has obtained donations for Phase I of the Project equal to the amount requested for the Matching Grant; provided that the City shall not be obligated to match total donations in excess of two hundred fifty thousand dollars (\$250,000).

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

7. Time is of the Essence. Time shall be of the essence for the performance of all obligations under this Agreement. Notwithstanding the foregoing, the deadlines set forth in Paragraphs 1, 2, and 3 shall be subject to extension by the City Manager for good cause shown, provided that any such extension shall be set forth in writing and signed by the City Manager.

8. Assignment. HNS shall not assign or transfer any or all interest, right or obligation under this Agreement without the prior written consent of the City Council. Any such assignment or transfer without the prior written consent of the City Council shall be void and of no effect.

9. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the subject matter hereof and may not be modified or amended except by written agreement signed by both parties.

10. Headings. Paragraph headings used in this Agreement are used for convenience of reference only and shall in no way control or affect the meaning or interpretation of any provision of this Agreement.

11. Notices. Any written notice given under this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested, to the following addresses:

| | |
|-----------------|---|
| If to the City: | William D. Cahill, City Manager City of Loveland 500 East Third Street Loveland, CO 80537 FAX: 970-962-2900 |
|-----------------|---|

With Copy to: John R. Duval, City Attorney
City of Loveland
500 East Third Street
Loveland, CO 80537
FAX: 970-962-2900

If to HNS: Glorie Magrum, Executive Director
House of Neighborly Service
1151 E. 11th Street
Loveland, CO 80537
FAX: 970-667-1597

12. **Binding Effect.** Subject to the provisions of Paragraph 8 above, this Agreement shall be binding upon and, except as otherwise provided in this Agreement, shall inure to the benefit of successors and assigns of the respective parties hereto.

13. **Severability.** If any provision of this Agreement, or the application of such provision to any person, entity, or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons, entities, or circumstances other than those in which it was held invalid, shall not be affected.

14. **No Waiver.** In the event the City waives any breach of this Agreement, no such waiver shall be held or construed to be a waiver of any subsequent breach hereof.

15. **Right of Offset.** HNS agrees that the City shall have the right to withhold and set off any amounts which may become payable to HNS by the City under this Agreement against any amounts which HNS may owe to the City, whether arising under this Agreement or otherwise. For example, but not by way of limitation, if HNS fails to pay any amounts due to the City for services not related to this Agreement, such as utility or other services, the City shall have the right to withhold payment of and set off any amounts that may be due by the City to HNS against any amounts that may be due to the City by HNS.

16. **City Council Appropriation.** This Agreement is made expressly contingent upon the City Council of the City of Loveland (the "Council") appropriating by ordinance funds and amounts sufficient to fulfill the City's obligations under this Agreement. If the Council does not pass such an ordinance on second reading on or before November 30, 2013, or if for any reason it does not become law on or before that date, then this Agreement shall be automatically terminated and both parties shall be released from all further obligations under this Agreement.

17. **Multi-Year Fiscal Obligations.** To the extent any of the City's financial obligations under this Agreement extend beyond the end of the current fiscal year (December 31, 2013), such amounts may be considered a multi-year fiscal obligation under Article X, Section 20 of the Colorado Constitution and the City's Charter Section 11-6. All financial obligations of the City arising under this Agreement that are payable after the current fiscal year are contingent

upon funds for that purpose being annually appropriated, budgeted, and otherwise made available by the City, in its discretion.

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

HOUSE OF NEIGHBORLY SERVICE
a Colorado nonprofit corporation

By: _____
Glorie Magrum, Executive Director

ATTEST:

By: _____
Secretary

STATE OF COLORADO)
) ss.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2013 by Glorie Magrum as Executive Director _____ of the House of Neighborly Service, a Colorado nonprofit corporation.

Witness my hand and official seal. My commission expires: _____.

(S E A L)

Notary Public

CITY OF LOVELAND, COLORADO

By: _____
William D. Cahill, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

Deputy City Attorney

STATE OF COLORADO)
) ss.
County of Larimer)

The foregoing instrument was acknowledged before me this _____ day of June, 2013, by William D. Cahill, as City Manager of the City of Loveland, Colorado, a home rule municipality and by Teresa Andrews as City Clerk of the City of Loveland, Colorado, a home rule municipality.

Witness my hand and official seal. My commission expires: _____.

Notary Public

(S E A L)

FIRST READING October 15, 2013

SECOND READING _____

ORDINANCE NO. _____

AN ORDINANCE ENACTING A SUPPLEMENTAL BUDGET AND APPROPRIATION TO THE 2013 CITY OF LOVELAND BUDGET TO PROVIDE INCENTIVES TO HOUSE OF NEIGHBORLY SERVICE FOR THE COMMUNITY LIFE CENTER

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 \$500,000 from the Council Capital Reserve in the General Fund 100 are available for appropriation. Revenues in the total amount of \$500,000) are hereby appropriated for to provide a cash incentive and matching grant pursuant to the House of Neighborly Service Incentive and Fee Waiver Agreement for the Community Life Center. 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 | | 500,000 |
| Total Revenue | | |
| 500,000 | | |
| Appropriations | | |
| 100-18-180-0000-43714 | Payment to Outside Agencies | 500,000 |
| Total Appropriations | | |
| 500,000 | | |

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).

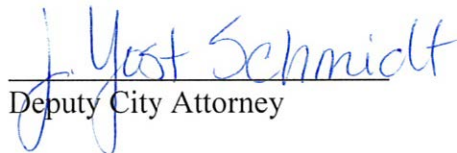
ADOPTED this ____ day of November, 2013.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



Deputy City Attorney