

This is an administrative action to approve the City Council Meeting Minutes for the December 17, 2013 City Council Regular Meeting.

**2. CITY MANAGER (presenter: Bill Cahill)
BOARDS & COMMISSIONS APPOINTMENTS**

1. **A Motion to Appoint Hope Chrisman to the Golf Advisory Board for a partial term effective until December 31, 2014.**
2. **A Motion to Appoint Joe Lopo and Jim Whitenight to the Golf Advisory Board, each for a full term effective until December 31, 2016.**
3. **A Motion to Reappoint Jerry Weitzel to the Golf Advisory Board for a full term effective until December 31, 2016.**
4. **A Motion to Appoint Charles Dyer as an Alternate member of the Golf Advisory Board for a term effective until December 31, 2014.**
5. **A Motion to Appoint Michelle Forrest to the Planning Commission for a partial term effective until December 31, 2014.**
6. **A Motion to Appoint Bob Massaro to the Planning Commission for a full term effective until December 31, 2016.**
7. **A Motion to Reappoint Rich Middleton and Mike Ray to the Planning Commission for a full term effective until December 31, 2016.**
8. **A Motion to Appoint Jeremy Jersvig as an Alternate to the Planning Commission for a term effective until December 31, 2014.**

These are administrative actions recommending the appointments and reappointments of members to the Golf Advisory Board and Planning Commission.

**3. CITY CLERK (presenter: Terry Andrews)
2014 LOCATION POSTINGS FOR CITY OF LOVELAND MEETINGS**

A Motion Approving Resolution #R-1-2014, Establishing the Location for the Posting of the City of Loveland Notices for 2014.

This is an administrative action. Approval of the resolution will designate the bulletin board immediately adjacent to the Loveland City Council Chambers located at 500 East 3rd Street, City of Loveland, Colorado, as the location for the posting for all of the City of Loveland's written notices for 2014. This resolution also designates the City's Fire Administration Building as an Emergency Posting location if the primary designated location becomes inaccessible or is no longer in existence, due to natural disaster or other similar cause.

**4. PUBLIC WORKS (presenter: Keith Reester)
CONTRACT PURCHASE FROM ELLIOT EQUIPMENT FOR SIX NEWWAY AUTO
SIDE-LOADING REFUSE PACKER BODIES**

A Motion to Award a Contract to Elliott Equipment, LLC in the Amount of \$726,329.00 for the Acquisition of Six Automated Side Loader Packer Bodies for Purchase and Delivery in 2014 and to Authorize the City Manager to Execute the Contract on Behalf of the City.

This is an administrative action to approve the purchase with Elliot Equipment, for \$726,329.00 for six (6) NewWay, automated side-loading refuse packer bodies. This award was made after a competitive RFP for automated side-loading solid waste packer bodies to fit on six (6) 2014 Autocar ACX 64, class 8 chassis, equipped with Parker RunWise hydraulic hybrid propulsion system. The purchase of the six (6) chassis was approved by Council on 10/22/2013. Budget dollars are available in three Solid Waste capital equipment accounts.

5. **WATER & POWER** (presenter: Bob Miller)
IGA WITH PLATTE RIVER POWER AUTHORITY FOR SCADA SERVICES
A Motion to Adopt Resolution #R-2-2014 Approving an Intergovernmental Agreement between the City of Loveland, Colorado and Platte River Power Authority for SCADA Services.
 This is an administrative action. The proposed Intergovernmental Agreement (IGA) with Platte River Power Authority (PRPA) provides Supervisory Control and Data Acquisition (SCADA) services. SCADA support and operation is required as part of the electric distribution system. If Loveland does not pay PRPA for SCADA services we will be required to provide those services in-house which may necessitate requesting additional staff resources. The funds to be committed are \$147,122 and will be billed monthly at the rate of \$12,260.17. The funds have been appropriated and are available in the 2014 Water and Power Budget.
6. **FIRE & RESCUE** (presenter: Randy Mirowski)
PUBLIC HEARING
SUPPLEMENTAL APPROPRIATION FOR THE FIRE STATION NO. 2 CONSTRUCTION PROJECT
A Motion to Approve and Order Published on First Reading an Ordinance Enacting a Supplemental Budget and Appropriation to the 2014 City of Loveland Budget for the Re-appropriation of Unexpended 2013 Funds for the Fire Station 2 Construction Project and the Appropriation of Additional Funds Needed to Complete the Project.
 This is an administrative action. The ordinance reappropriates the remaining balance of the 2013 appropriation for the project and adds funding for addition of the fourth bay to the project. Most of the additional funding for the project is from reserves, which reduces the flexibility to fund other projects.
7. **CITY MANAGER** (presenter: Rod Wensing)
CITY OF LOVELAND 2014 LEGISLATIVE POLICY AGENDA
A Motion to Adopt the 2014 City Council Legislative Policy.
 This is an administrative action. The Council Legislative Review Committee and City staff is recommending approval of the attached 2014 Loveland City Council Legislative Policy Agenda.
8. **PUBLIC WORKS** (presenter: Jason Licon)
PUBLIC HEARING
SUPPLEMENTAL APPROPRIATION AIRPORT INTERNSHIP
A Motion to Approve and Order Published on First Reading an Ordinance Enacting a Supplemental Budget and Appropriation to the 2014 Fort Collins/Loveland Municipal Airport Budget for State Grant Funding of an Internship.
 This is an administrative action. The State has provided funding for an additional internship at the Airport with a fifty percent matching requirement. The airport's approved 2014 Budget includes provisions for a single intern. The additional internship will require matching funds totaling \$16,640. The match is from unassigned fund balance within the Airport Fund reducing flexibility to fund other projects. However, new funds are received for half the cost of the internship.

9. **FINANCE** (presenter: Brent Worthington)
NOVEMBER 2013 FINANCIAL REPORT

This is an information only item. The Snapshot Report includes the City's preliminary revenue and expenditures including detailed reports on tax revenue and health claims year to date, ending November 30, 2013.

10. **CITY MANAGER** (presenter: Alan Krcmarik)
INVESTMENT REPORT FOR NOVEMBER 2013

This is an information only item. The budget estimate for investment earnings for 2013 is \$2,760,420. Through November, the net amount posted to the investment accounts is \$1,226,835, including realized gains. Actual year-to-date earnings are much lower than the budget projection. Earlier this year, several very high interest rate corporate bonds matured, so current and future yields have been and will be lower. For the end of November the estimated annualized yield on market value for securities held by US Bank was 1.08%, down from 1.09% at the end of October. The yield is below the annual target rate of 1.20% for 2013. Reinvestment rates have risen recently after being at near record low levels. Current reinvestment rates are now higher than the budget projection target.

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

11. **CITY CLERK** (presenter: Terry Andrews)
APPROVAL OF MINUTES

A Motion to Approve the City Council Study Session Meeting Minutes for the December 10, 2013 Study Session.

This is an administrative action to approve the Study Session Meeting Minutes for the December 10, 2013 Study Session. Councilor Fogle was absent.

12. **HUMAN RESOURCES** (presenter: Julia Holland)
MUNICIPAL JUDGE COMPENSATION
A Motion to Approve Resolution #R-3-2014 of the Loveland City Council Regarding the Compensation of the Municipal Judge.
 This is an administrative action regarding compensation of the Municipal Judge. At the direction of City Council, the 2014 annual base salary for the Municipal Judge shall receive a two percent (2.0%) merit increase beginning on the initial pay period in 2014.
13. **ECONOMIC DEVELOPMENT** (presenter: Betsey Hale)
PUBLIC HEARING
SUPPLEMENTAL APPROPRIATION FOR SPONSORSHIP OF TWO EVENTS
A Motion to Approve and Order Published on First Reading an Ordinance Enacting a Supplemental Budget and Appropriation to the 2014 City of Loveland Budget for the Sponsorship of Two Community Events, the Snow Sculpture Contest and Oktoberfest.
 This is an administrative action. The ordinance appropriates funds for the City to sponsor two events using reserves from the Lodging Tax Fund in the amount of \$50,000. The ordinance is funded with unassigned fund balance reducing the flexibility to fund other projects. The fund balance in Lodging Tax Reserves is \$718,000.
14. **ECONOMIC DEVELOPMENT** (presenter: Mike Scholl)
INTERGOVERNMENTAL AGREEMENT- LARIMER COUNTY BUILDING LOCATION
A Motion to Adopt Resolution #R-4-2014 Approving an Intergovernmental Agreement regarding the Location of the Larimer County Office Building in Downtown Loveland.
 This is an administrative action. The resolution would authorize the City Manager to sign an Intergovernmental Agreement with Larimer County for the purpose of working cooperatively to locate a newly constructed 45,000 square foot County Building in Downtown Loveland. The City desires to work with the County to facilitate the development of an area between Lincoln and Cleveland, south of the Rialto (Back Stage Alley). While there is negligible impact from the IGA itself, the negotiations that occur as a result of the IGA may result in a development proposal with some cost to the City. Any development proposal would require further consideration and formal approval by City Council.
15. **PARKS & RECREATION** (presenter: Gary Havener)
INTERGOVERNMENTAL AGREEMENT - PUBLIC PARK IMPROVEMENTS
A Motion to Adopt Resolution #R-5-2014 to Approve an Intergovernmental Agreement between The Lakes at Centerra Metropolitan District No. 1, the Thompson R2J School District and the City of Loveland Concerning Public Park Improvements
 This is an administrative action. The proposed Intergovernmental Agreement is a collaborative effort to fund and provide a public park area within the Lakes at Centerra Development to be located on two adjacent sites. One will be next to The Lakes at Centerra Clubhouse and Environmental Center with the second next to a future R2J School District school site. The Lakes Metro District and the School District will upfront the costs to construct these park sites with reimbursement coming from the City's collection of Park CEFs from residential units constructed in the Lakes at Centerra Development in a total amount not to exceed \$1 million. No supplemental funding is required to fund the City's obligation under the Intergovernmental Agreement, as it will be funded up to \$1 million from the future collection of Park CEFs from residential

development within the Lakes at Centerra Development.

ADJOURN



PROCLAMATION

- WHEREAS** Namaqua Chapter National Society Daughters of the American Revolution was organized on January 8, 1914, in Loveland, Colorado, and its members will be celebrating their most noteworthy 100th Anniversary on Wednesday, January 8, 2014; and
- WHEREAS** The National Society of the Daughters of the American Revolution is a non-profit, non-political volunteer women's service organization dedicated to preserving American History, promoting patriotism, and securing America's future through better education for children; and
- WHEREAS** Namaqua Chapter was named for the Native American word that means "by or near the water" and was the name of the first stage station and settlement in Big Thompson Valley, close to what is now Loveland, Colorado; and
- WHEREAS** Namaqua Chapter has always supported our American Military Service Veterans and active duty front line troops, from World War One to today's conflicts in Iraq and Afghanistan by working diligently to provide comfort care packages and thousands of letters of support and holiday cards; and
- WHEREAS** throughout the years beginning in 1932 Namaqua Chapter became the steadfast stewards and continue to be so today, to the Historic Washington Elm Tree, in Loveland, a scion from the famed Washington Elm tree in Cambridge, Massachusetts, under which George Washington reviewed the Continental troops in 1775, marking the beginning of his successful participation in the war that brought us to the birth of our nation; and
- WHEREAS** during Namaqua's 100 years of service, the chapter has placed 34 DAR markers throughout the City of Loveland and in Estes Park, Colorado, marking historic sites including the marker in Loveland Burial Park with 18 bronze plaques for the men lost in World War One from Loveland, one in Namaqua Park in Loveland, marking the location of the home of Mariano Medina, Loveland's first settler and one at the homestead of Enos Mills in Rocky Mountain National Park; and
- WHEREAS** Namaqua Chapter NSDAR continues to secure America's future through better education for students with scholarships and recognition of Good Citizens of our Loveland area schools; and
- WHEREAS** 100 years later, Namaqua Chapter NSDAR remains committed and devoted to reaching out to the community by preserving history, supporting education, protecting and supporting our United States Constitution and promoting Patriotism in all that they do; and

NOW, THEREFORE, we, the City Council of Loveland, do hereby proclaim the week of January 5th through January 11, 2014 as

NAMAQUA CHAPTER NSDAR CENTURY OF SERVICE WEEK

Signed this 7th day of January, 2014

Cecil A. Gutierrez, Mayor



MINUTES
LOVELAND CITY COUNCIL MEETING
TUESDAY, DECEMBER 3, 2013
CITY COUNCIL CHAMBERS
500 EAST THIRD STREET
LOVELAND, COLORADO

6:30 P.M. REGULAR MEETING - City Council Chambers

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

Roll was called and the following responded: Mayor Gutierrez, Mayor Pro Tem Clark, Councilors Shaffer, Fogle, Farley, Krenning, Trenary, Taylor, and McKean.

PROCLAMATION LOVELAND REMEMBERS PEARL HARBOR WEEK (Marilee Rayome)
Councilor Trenary read the proclamation and it was received by Marilee Rayome.

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.

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 Krenning asked to remove Items #4 and #5 from the Consent Agenda to be considered on the Regular Agenda. Councilor Shaffer moved to approve the Consent Agenda with the exceptions of Items #4 and #5. Councilor Farley seconded the motion which carried with all councilors present voting in favor thereof.

CONSENT AGENDA

1. **CITY MANAGER** (presenter: Bill Cahill)
APPOINTMENT TO THE DISABILITY ADVISORY BOARD
 1. A motion to reappoint Vern Richardson, John Teumer and Zach Wood to the Disabilities Advisory Board, each for a term effective until June 30, 2016 was approved.
 2. A motion to appoint B. J. Michels to the Disabilities Advisory Board for a partial term effective until June 30, 2015 was approved.

This is an administrative action recommending the appointment of members to the Disabilities Advisory Board.

2. **DEVELOPMENT SERVICES** (presenter: Bob Paulsen)
WEED CONTROL AMENDMENT
A motion to approve and order published on second reading Ordinance #5831 on Repealing and Re-Enacting Chapter 7.18 of the Loveland Municipal Code Regarding Weed Control was approved.
 This is a legislative action to adopt an ordinance on second reading that modifies the weed control provisions of the Loveland Municipal Code, aligning the provisions with State and County weed control regulations, clarifying requirements and allowances for native and ornamental grasses, and providing compliance with the State Constitution and state agricultural policies relating to the growth of marijuana and industrial hemp. This ordinance was approved unanimously on first reading by City Council at the November 19, 2013 regular meeting.

3. **POLICE** (presenter: Luke Hecker)
THEFT CODE AMENDMENT
A motion to approve and order published on second reading Ordinance #5832 Amending Chapter 9.34 of the City of Loveland Municipal Code to Combine in One Section the Offenses of Theft and Theft of Rental Property and to Combine With Them the New Offense of Theft by Receiving was approved.
 This is a legislative action. This ordinance on second reading combines the two different types of theft currently set forth as separate Code sections and adds a third type of theft (Theft by Receiving) into one Code section. A similar state law took effect on June 5, 2013. The Police Department would like to adopt this ordinance to be consistent with State law and to allow summonses to be issued into Municipal Court for persons committing Theft by Receiving, as well as, the two other types of theft. This ordinance was approved unanimously on first reading by City Council at the November 19, 2013 regular meeting.

4. **POLICE** (presenter: Luke Hecker)
TRAFFIC CODE AMENDMENT
 This item was removed from the Consent Agenda.

5. **POLICE** (presenter: Luke Hecker)
MAXIMUM FINE AMENDMENT
 This item was removed from the Consent Agenda.

6. **DEVELOPMENT SERVICES** (presenter: Noreen Smyth)
MILLENNIUM SW 7TH SUBDIVISION VACATION OF ACCESS EASEMENTS
A public hearing was held and a motion to approve and order published on first reading an Ordinance Vacating Access Easements within Outlots 1 and 2 of the Millennium SW Seventh Subdivision, City Of Loveland, Colorado was approved.
 This item is a legislative action to consider adoption of an ordinance on first reading vacating four access easements within the Millennium SW Seventh Subdivision. The access easements are within a 20 acre property located northwest of the intersection of Corvus Drive and Sculptor Drive. The owner of the property is Vertex at Stone Creek, LLC.

7. **DEVELOPMENT SERVICES** (presenter: Karl Barton)
THREE MILE PLAN
 A public hearing was held and a motion to approve Resolution R#-103-2013 Adopting a Three Mile Plan for the City of Loveland, Colorado was approved.
 This item is a legislative action to formally adopt a Three Mile Plan for 2013. The Three Mile Plan would consist of the City's comprehensive plan, other adopted plans covering infrastructure, services and surrounding areas, and procedures.
8. **CITY MANAGER** (presenter: Rod Wensing)
COMCAST FRANCHISE TEMPORARY EXTENSION
 A public hearing was held and a motion to approve and order published on first and only reading of Emergency Ordinance #5833 Amending the Existing Cable Television Franchise Agreement Between the City of Loveland, Colorado and Comcast of Colorado II, LLC, to Extend the Term of the Existing Franchise was approved.
 This is an administrative action. This second amendment to the cable franchise agreement ordinance moves the expiration of the current cable franchise from December 31, 2013 to June 30, 2014. The Emergency Ordinance on first and only reading, requires an affirmative vote of 2/3 of the entire Council (6 votes) under Charter Section 4-10.
9. **CITY ATTORNEY** (presenter: John Duval)
CODE AMENDMENT FOR MEDICAL MARIJUANA AND PRIMARY CAREGIVERS
 A public hearing was held and a motion to approve and order published on first reading an Ordinance Amending Loveland Municipal Code Section 7.60.030 To Remove Obsolete Language In Section 7.60.030 And To Clarify That All Patients And Primary Caregivers In The City Cultivating, Selling Or Storing Medical Marijuana Must Comply With All Applicable State And Local Laws, Rules And Regulations was approved.
 This is a legislative action to adopt an ordinance on first reading relating to medical marijuana to remove obsolete language in Section 7.60.030 and to clarify that the storage of medical marijuana, as well as its cultivation and sale, may only be done within the City by lawfully registered patients and primary caregivers that do so in full conformity with the Colorado Medical Marijuana Code, C.R.S. § 25-1.5-106, the City's ordinances and all other applicable rules and regulations promulgated under state law

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.*

Shaffer: **Attended the North I-25 Transportation Meeting regarding CDOT Revenue and corridor expansion, adaptations will be considered. April 6th Coalition Committee needs more time to establish, will ask for an extension, I-25 Elected Coalition Meeting on December 4, 2013, at 6:30, at the Weld County Service Center; Colorado Municipal League Policy**

Commission is on Friday, December 6, 2013.; Announced Night on the Town, Friday, December 6, 2013, Announced the Metropolitan Planning Organization Meeting regarding the I-25 Expansion will be held on December 12, 2013 at 5:30 p.m. in the City Council Chambers.

Farley: Thanked the Visual Arts Commission (VAC) for the selection of I-25 & Hwy 34 intersection artwork. Thanked the artists, Kritzer; Erion, and Rutledge.

Trenary: Announced the Pearl Harbor Memorial Ceremony on Saturday, December 7, 2013 at 10:55 at the Associated Veterans Club for the WWII Vets and Diggs Brown will be the keynote speaker; Announced the Christmas Tree Lighting Event for the City; Announced Trumpet Christmas at the Oak Street Plaza in Ft. Collins on Saturday, December 21, 2013.

Gutierrez: Announced Highway 34 reopening; Announced the City Christmas Tree Lighting Event, December 6, 2013 at 5 pm at the Municipal Building; Attended the Menorah Lighting Event; Announced the Ft. Collins Tuba Christmas on December 14, 2013, at 2 p.m., at the Oak Street Plaza.

Boards & Commission Liaison Appointments:

Councilor Shaffer moved to approve the Boards & Commission Liaison Appointments with the addition of Troy Krenning to the Planning Commission Liaison and Councilors are to forward their allotted preferences as the Mayor will make final determinations. Councilor Taylor seconded the motion which carried with all councilors present voting in favor thereof.

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

4. **POLICE** (presenter: Luke Hecker)

TRAFFIC CODE AMENDMENT

Police Chief, Luke Hecker, introduced this item to Council. This is a legislative action. This ordinance on first reading amends the City's adopted 2003 Model Traffic code to reflect recent changes in the state law allowing drivers who are contacted by law enforcement for a traffic violation, to present proof of insurance. The proof of insurance may be in paper or electronic format, such as a cell phone or tablet, and creates a new provision which makes it unlawful for a driver to present false evidence of motor vehicle insurance. There is also a change to the gross vehicle weight (GVW) provision, primarily in the rewording of the formulas used for determining when a vehicle is in violation of the GVW limits. The Police Department would like to adopt this ordinance to be consistent with state law. **Mayor Gutierrez opened the public hearing at 7:07 p.m. and with no**

further public comment, the public hearing was closed at 7:07 p.m. Councilor Shaffer moved to approve and order published on first reading an Ordinance Amending Section 10.04.020 to Amend the City's Model Traffic Code Concerning Recent State Law Changes Relating to Gross Weight of Vehicles and Compulsory Motor Vehicle Insurance. The motion was seconded by Councilor Farley, which carried with all councilors present voting in favor. Council directed staff to review the administrative fee for no proof of insurance (NPOI) and return to Council at a later date.

5. **POLICE** (presenter: Luke Hecker)
MAXIMUM FINE AMENDMENT

Police Chief, Luke Hecker introduced this item to Council. Municipal Court Judge, Bill Starks, presented a graph of the Municipal Court Yearly Cases and Revenue. This is a legislative action. This ordinance on first reading increases the maximum fine amount for municipal code and Charter violations committed by adults from \$1000 to \$2,650 and allows the amount to be adjusted for inflation beginning January 1, 2015, and each year thereafter, on January 1st. A similar state law was enacted and became effective April 18, 2013. The Ordinance also increases the maximum fine amount for juvenile violators from \$500 (established in 1992) to \$1000. With the maximum fine increase, there are also specific penalty provisions within certain Code chapters that need to be amended to be consistent with the amended general penalty provisions in Chapter 1.12. **Mayor Gutierrez opened the public hearing at 7:52 p.m. and with no further public comment, the public hearing was closed at 7:52 p.m. Discussion ensued. This item was removed from the agenda and will be brought back at a later time.**

ITEMS # 14 & 15 WERE REMOVED FROM THE AGENDA.

10. **CITY CLERK** (presenter: Terry Andrews)
APPROVAL OF MINUTES

City Clerk, Terry Andrews, introduced this item to Council. This is an administrative action to approve the November 12, 2013 Special Meeting & Study Session Minutes. Councilor Fogle and Councilor McKean were absent.

Councilor Shaffer moved to approve the City Council Meeting minutes from the November 12, 2013 Special Meeting & Study Session. Councilor Farley seconded the motion which carried with all councilors present voting in favor thereof. Councilor Fogle and Councilor McKean abstained.

11. **CITY ATTORNEY** (presenter: John Duval)
CODE AMENDMENTS RELATING TO PERSONAL POSSESSION AND USE OF MARIJUANA

City Attorney, John Duval, introduced this item to Council. This is a legislative action to adopt an ordinance on first reading that would eliminate conflicts and discrepancies that exist now between Amendment 64 and City Code Chapters 7.40 and 9.41 relating to the regulation of the personal possession and use of marijuana and marijuana accessories.

Mayor Gutierrez opened the public hearing at 9:08 p.m. Citizen, Wes Molander, spoke in support of the ordinance. With no further public comment, the Mayor closed the public hearing at 9:13 p.m. Councilor Shaffer moved to approve and order published on first reading an Ordinance of the City Council of the City of Loveland Amending the Loveland Municipal Code to Eliminate Conflicts Between the Code and Amendment 64 Relating to the Regulation of the Personal

Possession and Use of Marijuana and Marijuana Accessories. Councilor Farley seconded the motion which carried with eight councilors voting in favor and Councilor Farley voting against.

12. DEVELOPMENT SERVICES (presenter: Greg George)

OIL & GAS CODE AMENDMENTS

Development Services Director, Greg George, introduced this item to Council. This item is a legislative action to consider adoption of an ordinance on first reading amending certain provisions in the oil and gas ordinance (City Code Chapters 18.77 and 18.78) adopted by City Council on March 19, 2013. Chapter 18.77 establishes regulations on new oil and gas facilities within Loveland city limits, while Chapter 18.78 establishes regulations on new development in the vicinity of existing oil and gas facilities. **Mayor Gutierrez opened the public hearing at 11:13 p.m. County Citizen, Evie Buckner, suggested a process for oil and gas facilities regarding changing ownership requiring the new owners to abide by the original contract conditions. City Attorney, John Duval, affirmed this is already a requirement. With no further public comment, the public hearing was closed at 11:16 p.m. Councilor Shaffer moved to approve and order published on first reading an Ordinance Amending City Code Chapter 18.77 Concerning the Regulation of Oil and Gas Operations and Code Chapter 18.78 Concerning Overlay Zoning Districts for Development Setbacks from Existing Oil and Gas Facilities. Councilor Treanary seconded the motion which carried with eight councilors voting in favor and Mayor Gutierrez voting against.**

13. WATER & POWER (presenter: Jim Lees)

SUPPLEMENTAL APPROPRIATION FOR IDYLWILDE DAM REMOVAL

Utility Accounting Manager, Jim Lees, and Water & Power Director, Steve Adams, introduced this item to Council. This is an administrative action. This Emergency Ordinance appropriates \$6,000,000 from revenues and fund balance in the Power Fund. The ordinance is necessary to provide funding for the emergency removal of Idylwilde Dam, sediment material behind the dam, penstock and the hydro power house at Viestenz-Smith Park. These projects all came as a result of the Flood of 2013. The Emergency Ordinance on first and only reading requires an affirmative vote of 2/3 of the entire Council (6 votes) under Charter Section 4-10. **Mayor Gutierrez opened the public hearing at 11:57 p.m. and with no further public comment, the public hearing was closed at 11:57 p.m. Councilor Shaffer moved to approve and order published on first and only reading of Emergency Ordinance #5834 Enacting a Supplemental Budget and Appropriation to the 2013 City of Loveland Budget for Removal of the Idylwilde Dam, Sediment Material, Penstock and the Hydro Power House. Councilor Taylor seconded the motion which carried with all councilors present voting in favor thereof.**

14. FINANCE (presenter: Brent Worthington)

October 2013 Financial Report

This item was removed from the Agenda.

15. CITY MANAGER (presenter: Alan Krcmarik)

Investment Report for October 2013

This item was removed from the Agenda.

ADJOURNMENT

Having no further business to come before Council, the December 3, 2013 Regular Meeting was adjourned on December 4, 2013 at 12:13 a.m.

Respectfully Submitted,

Teresa G. Andrews, City Clerk

Cecil A. Gutierrez, Mayor

completed a limited reference check on Board applicant, Nicholas McCoy with favorable results. At the November 16, 2013 meeting, the Board reviewed the interviewers' recommendation, voted, and confirmed recommendation of his appointment. The Board is requesting City Council approve this appointment.

**3. DEVELOPMENT SERVICES (presenter: Noreen Smyth)
MILLENNIUM SW 7TH SUBDIVISION VACATION OF ACCESS EASEMENTS**

A Motion to Approve and Order Published on Second Reading Ordinance #5835, Vacating Four Access Easements Located in Outlot 1 of the Millennium Southwest Seventh Subdivision, City Of Loveland, Larimer County, Colorado was approved.

This item is a legislative action to consider adoption of an ordinance on second reading vacating four access easements. The access easements are within a 20- acre property located northwest of the intersection of Corvus Drive and Sculptor Drive. The owner of the property is Vertex at Stone Creek, LLC. This ordinance was unanimously approved on first reading by City Council at the December 3, 2013 regular meeting.

**4. POLICE (presenter: Luke Hecker)
TRAFFIC CODE AMENDMENT**

A Motion to Approve and Order Published on Second Reading Ordinance #5836, Amending Section 10.04.020 to Amend the City's Model Traffic Code Concerning Recent State Law Changes Relating to Gross Weight of Vehicles and Compulsory Motor Vehicle Insurance was approved.

This is a legislative action. This ordinance on second reading amends the City's adopted 2003 Model Traffic Code to reflect recent changes in the state law allowing drivers who are contacted by law enforcement for a traffic violation, to present proof of insurance. The proof of insurance may be in paper or electronic format, such as a cell phone or tablet, and creates a new provision which makes it unlawful for a driver to present false evidence of motor vehicle insurance. There is also a change to the gross vehicle weight (GVW) provision, primarily in the rewording of the formulas used for determining when a vehicle is in violation of the GVW limits. The Police Department would like to adopt this ordinance to be consistent with state law. This ordinance was approved unanimously on first reading by Council at the regular meeting on December 3, 2013. This action does not include review of the administrative fee for no proof of insurance (NPOI), which will return to Council at a later date.

**5. CITY ATTORNEY (presenter: John Duval)
CODE AMENDMENT FOR MEDICAL MARIJUANA AND PRIMARY CAREGIVERS**

A Motion to Approve and Order Published on Second Reading Ordinance #5837, Amending Loveland Municipal Code Section 7.60.030 to Remove Obsolete Language in Section 7.60.030 and to Clarify That All Patients and Primary Caregivers in the City Cultivating, Selling or Storing Medical Marijuana Must Comply With All Applicable State and Local Laws, Rules and Regulations was approved.

This is a legislative action to adopt an ordinance on second reading relating to medical marijuana to remove obsolete language in Section 7.60.030 and to clarify that the storage of medical marijuana, as well as its cultivation and sale, may only be done within the City by lawfully registered patients and primary caregivers that do so in full conformity with the Colorado Medical Marijuana Code, C.R.S. § 25-1.5-106, the City's ordinances and all other applicable rules and regulations promulgated under state law. The ordinance was unanimously approved on first reading by Council at the December 3, 2013 regular meeting.

6. **CITY MANAGER** (presenter: Bill Cahill)
SCHEDULE OF 2014 MEETING DATES FOR CITY COUNCIL AND BOARDS & COMMISSIONS MEETINGS
A Motion to Approve Resolution #R-104-2013 Adopting the Schedule of the 2014 Meeting Dates for the Loveland City Council and the City's Boards and Commissions was approved.
 This is an administrative action pursuant to City Code Section 2.14.020B to set the 2014 Meeting Dates, Times, and Locations for the City Council and for the City's Boards and Commissions.
7. **PARKS & RECREATION** (presenter: Janet Meisel-Burns)
UTILITY EASEMENT FOR THE THOMPSON SCHOOL DISTRICT R2-J
A Motion to Adopt Resolution #R-105-2013 Approving a Grant of Utility Easement from the City of Loveland to the Thompson School District R2-J for the Benefit of Loveland High School was approved.
 This is an administrative action. The resolution authorizes the City Manager to sign an agreement granting a permanent easement for the installation of utilities and for the long term maintenance of said utilities to the R2J School District across property legally described in Exhibits A and B. The easement is for an existing irrigation main line and for the installation of new parking lot lights on the west side of Loveland High School.
8. **HUMAN RESOURCES** (presenter: Bettie Greenberg)
WORKERS' COMPENSATION COVERAGE CONTRACT AWARD TO PINNACOL ASSURANCE
A Motion to Renew the City's Workers' Compensation Coverage to Pinnacol Assurance, Authorize the City Manager to Enter into a Contract with Pinnacol, and Establish a Purchase Order in the Amount of \$1,166,630 was approved.
 This is an administrative action to authorize the City Manager to enter into contract with Pinnacol Assurance for 2014 Workers' Compensation coverage, which includes premium costs and claims payable from prior years. This contract is within the budget already approved for 2014.
9. **HUMAN RESOURCES** (presenter: Julia Holland)
EMPLOYEE MEDICAL STOP LOSS COVERAGE CONTRACT AWARD TO SUN LIFE
A Motion to Award the Contract for City Employee Medical Stop Loss Coverage to Sun Life of Canada in an Amount not to Exceed \$809,000 and to Authorize the City Manager to Execute the Contract on Behalf of the City was approved.
 This is an administrative action to authorize the City Manager to enter into a contract for up to \$809,000 for 2014 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 2014.
10. **FINANCE** (presenter: Brent Worthington)
TREE TRIMMING & REMOVAL CONTRACT AWARD TO ASPLUNDH TREE EXPERTS COMPANY
A Motion to Award the 2014 Contract for Tree Trimming and Removal Services to Asplundh Tree Experts Company in an Amount Not to Exceed \$560,000 and to Authorize the City Manager to Execute the Contract was approved.

This is an administrative action to approve a contract with Asplundh Tree Experts Company for \$560,000 for tree trimming in Parks, Golf Courses, Right-of-Ways, facility grounds, and around City-owned electrical lines Budget dollars are available in Public Works (\$100,000), Parks & Recreation & Golf (\$60,000), and Water & Power (\$400,000).

**11. FINANCE (presenter: Brent Worthington)
2014 ASPHALT PRODUCTS CONTRACT AWARD TO COULSON EXCAVATING COMPANY, INC.**

A Motion to Award the 2014 Primary Contract for Asphalt Products to Coulson Excavating Company, Inc. in an Amount not to Exceed \$700,000 and to Authorize the City Manager to Execute the Contract for Asphalt Products and Other Pit Materials for Street Rehabilitation, Patching, and Parking Lot Rehabilitation Projects was approved.

This is an administrative action to approve a contract with Coulson Excavating Company, Inc. for \$700,000 for the purchase of various asphalt products and other pit materials for street and parking lot patching and construction, for a period covering December 3, 2013 thru December 2, 2014. The majority of the contract will be spent on asphalt products with very little of the contract being used for other aggregate materials bid. Budget dollars are available in various departments' line items in 2014. There is no minimum purchase; only product needed for projects will be purchased.

**12. PUBLIC WORKS (presenter: Keith Reester)
FUEL & FUEL DELIVERY CONTRACT AWARD TO GRAY OIL COMPANY**

A Motion to Award a Contract with Gray Oil Company for \$1,900,000 (One million, nine hundred thousand dollars) for Diesel and Unleaded Fuel Purchases for Various City Locations Including the Fleet Management Fueling Center, Golf Courses, Water & Wastewater Treatment Plants, and Airport for a Period Covering January 1, 2014 to December 31, 2014, Authorize the City Manager to Sign the Contract, and Authorize the Public Works Director to Lock Prices if it is in the Best Interest of the City was approved.

This is an administrative action to approve a contract with Gray Oil Company for \$1,900,000 (One million, nine hundred thousand dollars) for diesel and unleaded fuel purchases for various City locations. The City contracts annually for fuel purchases using a cooperative bid with the City & County of Denver. Budget dollars are available in various departments with the bulk, \$1,400,000, in the Vehicle Maintenance Fleet Operations Fund.

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.*

Sharon Arnhorn, Loveland resident, read a letter, signed by four Councilors, supporting the Governor's position on oil and gas fracturing.

Sharon Carlisle, Loveland resident, spoke regarding the letter.

Judy Freeman, Loveland resident, requested Council place the moratorium of oil and gas fracturing before voters in a special election.

- 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.

- Shaffer: North Front Range MPO elected new members; Announced I-25 Elected Meeting is January 2, 2014 at the Weld County Service Center on Highway 119.
- Farley: Attended the Visual Arts Commission Meeting and discussed Transformer Box restored to green; LDT meeting in Council Chambers at 8 a.m. with speaker, Susie Edmundsen
- Trenary: Thanked volunteers for the Tree Lighting Event; Attended the Pearl Harbor Memorial on December 7, 2013; Attended Data Traks Open House; Attended the Colorado Municipal League Legislative Webinar at the Foote Gallery for a Legislative Update; Attended the Historic Planning Commission Holiday Party at Tommy Guns now called Artisan Hall.
- Gutierrez: Announced the new book, "A Thousand Year Rain" produced by the Reporter-Herald regarding the September 2013 Flood. Reporter Herald has received several awards from Digital First Media for their coverage of the 2013 Flood' including Jessica Maher for reporting in October 2013.

Councilors Fogle, Clark, McKean and Taylor spoke regarding the letter discussed by the public and Sharon Anhorn.

c. **City Manager Report:**

d. **City Attorney Report:**

Announced the Hearing of Sarner vs. City of Loveland, December 18, 2013 at the Larimer County District Court.

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** (presenter: Terry Andrews)

APPROVAL OF MINUTES

City Clerk, Terry Andrews introduced this item to Council. This is an administrative action to approve the City Council Study Session Meeting minutes from the November 26, 2013 Study Session. Councilor Clark and Councilor Taylor were absent.

Councilor Shaffer moved to approve the City Council Study Session Meeting Minutes from the November 26, 2013 Study Session. Councilor Trenary seconded the motion which carried with all councilors present voting in favor thereof. Councilors Clark and Taylor abstained.

14. **DEVELOPMENT SERVICES** (presenter: Greg George)

OIL & GAS CODE AMENDMENTS

Development Services Director, Greg George, introduced this item to Council. This is a legislative action to consider adoption of an ordinance (Exhibit 1) on second reading

amending certain provisions in the oil and gas ordinance (City Code Chapters 18.77 and 18.78) adopted by City Council on March 19, 2013. Chapter 18.77 establishes regulations on new oil and gas facilities within Loveland city limits, while Chapter 18.78 establishes regulations on new development in the vicinity of existing oil and gas facilities. Language was added to the definition of “outdoor assembly area” (Section 18.77.025.II.) to clarify that yards on residential lots are not included in that definition. On December 3, 2014 City Council adopted the ordinance on first reading with a vote of 8-1. **Councilor Shaffer moved to approve and Order Published on Second Reading Ordinance #5838 Amending City Code Chapter 18.77 Concerning the Regulation of Oil and Gas Operations and Code Chapter 18.78 Concerning Overlay Zoning Districts for Development Setbacks from Existing Oil and Gas Facilities. Councilor McKean seconded the motion which carried with six councilors voting in favor and Councilors Shaffer, Trenary, and Mayor Gutierrez voting against.**

**15. CITY ATTORNEY (presenter: John Duval)
CODE AMENDMENTS RELATING TO PERSONAL POSSESSION AND USE OF MARIJUANA**

City Attorney, John Duval presented this item to Council. This is a legislative action to adopt an ordinance on second reading that would eliminate conflicts and discrepancies that exist now between Amendment 64 and City Code Chapters 7.40 and 9.41 relating to the regulation of the personal possession and use of marijuana and marijuana accessories. On first reading, a citizen made a recommendation that a clarification be made to the Ordinance to reflect that the determination of the weight for any amount of marijuana relating to a violation under Code Chapter 9.41, should not include the weight of any other ingredient combined with that marijuana as a food, drink or other similar product. Because this clarification is consistent with the requirements of Amendment 64, it has been made to the definition of “marijuana” in Code Section 9.41.010.F. This ordinance was approved on first reading by Council at the December 3, 2013 Regular meeting with a vote of 8-1.

Councilor Shaffer moved to Approve and Order Published on Second Reading Ordinance #5839 of the City Council of the City of Loveland Amending the Loveland Municipal Code to Eliminate Conflicts Between the Code and Amendment 64 Relating to the Regulation of the Personal Possession and Use of Marijuana and Marijuana Accessories. Councilor Trenary seconded the motion which carried with eight councilors voting in favor and Councilor Farley voting against.

**16. FIRE & RESCUE (presenter: Devin Davis)
FIRE STATION NO. 2 BUILDING CONSTRUCTION AWARD TO GOLDEN TRIANGLE CONSTRUCTION**

Facility Maintenance Superintendent, Devin Davis, introduced this item to Council. This is an administrative action approving a contract with Golden Triangle Construction to build the new Fire Station 2, to be located at 3070 W. 29th Street, Loveland. The construction budget for this project is included in 2013 and 2014. The projected shortfall amount is \$340,293. A supplemental appropriation will be required in 2014 for this amount, which will come from additional revenues and from additional repayment of Fire CEFs from the General Fund.

Councilor Shaffer moved to Award a Construction Contract to Golden Triangle Construction to Build the New Fire Station 2 in an Amount Not to Exceed \$1,

500,000 Which Shall Include Construction Up To and Including the Fire Station's Foundation, and, on the Condition of a Supplemental Appropriation in 2014 of \$340,293 for the Construction of Fire Station 2, to Increase the Contract to a Total Amount Not to Exceed \$3,222,331 to Complete the Full Scope of the Contract Including the Optional Fourth Bay, and to Authorize the City Manager to Execute a Contract on Behalf of the City Reflecting Those Terms and Conditions. Councilor Fogle seconded the motion which carried with all councilors present voting in favor thereof.

**17. ECONOMIC DEVELOPMENT (presenters: Marcie Erion, Scott Mead)
EPIC RIVER, LLC. INCENTIVE AGREEMENT**

Business Development Specialist, Marcie Erion and Epic River, LLC., Owner, Scott Mead, presented this item to Council. This is an administrative action. Epic River, a Larimer County based company located at 5110 Granite Street, is requesting an incentive of \$15,000 to offset expenditures that will arise as part of their company expansion and relocation to the Rocky Mountain Center for Innovation and Technology (RMCIT), located at 815 14th SW, Loveland, Colorado 80537. The Company currently has 15 employees and plans to add 10 new positions over the next 5 years. The average annual wage is \$88,000. An economic impact analysis projects the City will see new revenue from construction materials use taxes, real property taxes, business personal property taxes and sales taxes in excess of \$15,000 in slightly less than 5 years. The company is investing \$235,000 in the relocation. The City of Loveland will fund no more than \$15,000 from the Economic Development Incentive Fund contingent upon the execution of a five-year lease.

Councilor Shaffer moved to approve Resolution #R-106-2013 Approving an Incentive Agreement for LSJS Enterprises, a Colorado Limited Liability Company Doing Business as Epic River, LLC. Councilor Farley seconded the motion which carried with eight councilors voting in favor and Councilor Krenning voting against. Councilor Clark suggested Economic Incentive be a topic of discussion at the Council Goal Setting for 2014.

**18. ECONOMIC DEVELOPMENT (presenter: Betsey Hale)
EL EVENTS ASSISTANCE FOR ELIGIBLE OUTSTANDING EXPENSES**

Economic Development Director, Betsey Hale, presented this item to Council. This is an administrative action. In 2006 the City, Chamber of Commerce, Downtown Loveland Association and Larimer County collaborated to form Engaging Loveland, now known as EL Events. The mission was "to enhance and support the development of community wide events and celebrations and to enhance tourism and attendance." EL Events became insolvent earlier this year, and in August 2013, the EL Events Board requested the City consider paying bills outstanding from 3 community events (Artist Studio Tour held in 2012, the Snow Sculpture Event held in February 2013, and the BBQ Event held in 2013) sponsored by the City with lodging tax dollars. Lodging Tax Funds, not to exceed the amount of \$21,000, will be used to pay the outstanding bills.

Councilor Shaffer moved to Adopt a Finding that the Use of Lodging Tax Funds to Pay Eligible Outstanding Event and Marketing Expenses Incurred by EL Events to Hold 3 Community Events Sponsored by the City, Will Serve a Public Purpose by Providing the Significant Social, Cultural and Economic Benefits Set Forth Below in the City Council Cover Sheet Dated December 17, 2013, as Amended on the Record; and Approve the Use of Appropriated 2013 Lodging Tax Funds to Pay Such Eligible Expenses in an Amount Not to Exceed Twenty One Thousand Dollars (\$21,000.00). Councilor Clark seconded the motion which failed with four

councilors voting in favor and Councilors, Krenning, Shaffer, McKean, Taylor and Mayor Gutierrez voting against. City wide events management was suggested to be a topic of discussion for the Council Goal Setting for 2014.

19. **HUMAN RESOURCES** (presenter: Julia Holland)
EXECUTIVE SESSION REGARDING FOLLOW UP WITH MUNICIPAL JUDGE

At 9:27 p.m. Councilor Shaffer moved that the City Council go into Executive Session, as authorized in CRS Sections 24-6-402(4)(f) and (4)(g) and in Loveland Charter Sections 4-4(c)(5) and (c)(6), for the purpose of considering a personnel matter, that being the annual performance evaluation of the Municipal Judge, and concerning this matter, to create, receive, consider and discuss documents not subject to public inspection under the Colorado Open Records Act, such as work-product documents. Councilor Krenning seconded the motion which carried with all councilors present voting in favor thereof. Councilor Taylor excused himself from the executive session, because he had another appointment.

Council returned at 10:31.

Councilor Shaffer moved that the Human Resources Director and the City Attorney be directed to prepare a resolution to be presented at Council's January 7, 2014, meeting to increase the Municipal Judge's salary by 2% for 2014. Councilor Trenary seconded the motion with carried with seven councilors voting in favor and Councilor Krenning voting against. Councilor Taylor was absent.

ADJOURNMENT

Having no further business to come before Council, the December 17, 2013 Regular Meeting was adjourned at 10:32 p.m.

Respectfully Submitted,

 Teresa G. Andrews, City Clerk

 Cecil A. Gutierrez, Mayor



CITY OF LOVELAND
CITY MANAGER'S OFFICE

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

AGENDA ITEM: 2
MEETING DATE: 1/7/2014
TO: City Council
FROM: City Manager's Office
PRESENTER: Bill Cahill, City Manager

TITLE:

Appointments to Boards and Commissions

RECOMMENDED CITY COUNCIL ACTION:

1. A Motion to Appoint Hope Chrisman to the Golf Advisory Board for a partial term effective until December 31, 2014.
2. A Motion to Appoint Joe Lopo and Jim Whitenight to the Golf Advisory Board, each for a full term effective until December 31, 2016.
3. A Motion to Reappoint Jerry Weitzel to the Golf Advisory Board for a full term effective until December 31, 2016.
4. A Motion to Appoint Charles Dyer as an Alternate member of the Golf Advisory Board for a term effective until December 31, 2014.
5. A Motion to Appoint Michelle Forrest to the Planning Commission for a partial term effective until December 31, 2014.
6. A Motion to Appoint Bob Massaro to the Planning Commission for a full term effective until December 31, 2016.
7. A Motion to Reappoint Rich Middleton and Mike Ray to the Planning Commission for a full term effective until December 31, 2016.
8. A Motion to Appoint Jeremy Jersvig as an Alternate to the Planning Commission for a term effective until December 31, 2014.

OPTIONS:

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

SUMMARY:

These are administrative actions recommending the appointments and reappointments of members to the Golf Advisory Board and Planning Commission.

BUDGET IMPACT:

- Positive
 Negative
 Neutral or negligible

BACKGROUND:

The **Golf Advisory Board** ("GAB") had a member (Jim Thompson) resign in October, 2013. The Fall Recruiting cycle brought in six applications who were interviewed in late December. The committee recommends the appointment of Hope Chrisman to a partial term effective until December 31, 2014. On August 6, 2013, City Council approved the appointment of Jerry Weitzel to a partial term on GAB. The *Handbook for Boards and Commissions* states:

"Any person who has served less than 50% of a full term will be eligible for consecutive reappointment for a full term, pursuant to the following process:

1. 90 days prior to the partial term expiration, a letter will be sent by the City Manager's Office to the member advising the member that he or she must notify the City Manager's Office in writing within 15 days of the date of the letter if the member desires to be reappointed to the board or commission. If the member provides such notification and if the member remains otherwise eligible to serve on the board or commission, the member shall be recommended to the City Council for reappointment without the need for solicitation of applicants and interviews."

Mr. Weitzel indicated his desire to be reappointed to the board for a full term. The interview committee recommends the appointment of Jerry Weitzel to GAB for a full term effective until December 31, 2016. The committee recommends the appointment of Joe Lopo and Jim Whitenight to GAB, each for full terms effective until December 31, 2016. Charles Dyer is recommended for appointment as an Alternate member of GAB for a term effective until December 31, 2014.

Following the Fall Recruiting cycle for board and commissions, six applications were received for four openings on **Planning Commission**. Interviews were conducted with all but one applicant who did not take a scheduled interview. The committee recommends the appointment of Michelle Forrest to a partial term effective until December 31, 2014. On February 19, 2013, Bob Massaro was appointed to a partial term on Planning Commission effective until December 31, 2013. The above quoted provision of the *Handbook for Boards and Commissions* applies in Mr. Massaro's case. Mr. Massaro indicated his desire to be reappointed to the commission for a full term. The interview committee recommends the appointment of Bob Massaro to the Planning Commission for a three year term effective until December 31, 2016. The committee recommends the reappointment of Rich Middleton and Mike Ray to the Planning Commission, each for a term effective until December 31, 2016. Jeremy Jersvig is recommended for appointment as an Alternate to the Planning Commission for a term effective until December 31, 2014.

REVIEWED BY CITY MANAGER: 

LIST OF ATTACHMENTS:

None



CITY OF LOVELAND
CITY CLERKS OFFICE

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(970) 962-2322 • FAX (970) 962-2901 • TDD (970) 962-2620

AGENDA ITEM: 3
MEETING DATE: 1/7/2014
TO: City Council
FROM: Terry Andrews, City Clerk
PRESENTER: Terry Andrews, City Clerk

TITLE:

A Resolution Establishing the Location for the Posting of the City of Loveland Notices for 2014

RECOMMENDED CITY COUNCIL ACTION:

Approve the resolution.

OPTIONS:

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

SUMMARY:

This is an administrative action. Approval of the Resolution will designate the bulletin board immediately adjacent to the Loveland City Council Chambers located at 500 East 3rd Street, City of Loveland, Colorado, as the location for the posting for all of the City of Loveland's written notices for 2014. The Resolution also designates the City's Fire Administration Building as an Emergency Posting location if the primary designated location becomes inaccessible or is no longer in existence, due to natural disaster or other similar cause.

BUDGET IMPACT:

- Positive
 Negative
 Neutral or negligible

BACKGROUND:

C.R.S. Section 24-6-402(2)(c), requires City Council to designate a location for the posting for all of the City of Loveland's written notices. Due to its proximity to the City Clerk's Office and the Council Chambers, the bulletin board immediately adjacent to the Loveland City Council Chambers located at 500 East 3rd Street, City of Loveland, Colorado, has been used in

preceding years and staff is recommending the same location for 2014. Boards and Commission meeting notices would be posted at this location as well. Staff is also recommending that an alternative posting location for official notices also be identified in this Resolution, in the event the primary location is inaccessible or not in existence due to natural disaster or other similar cause. This alternative location will be in the foyer of the City's Fire Administration Building.

REVIEWED BY CITY MANAGER: *William D. Cahill*

LIST OF ATTACHMENTS:

1. Resolution

RESOLUTION #R-1-2014

A RESOLUTION ESTABLISHING THE LOCATION FOR THE POSTING OF CITY OF LOVELAND NOTICES

WHEREAS, City Charter Section 4-4(b) requires that the notice of each regular and special City Council meeting shall be posted at least twenty-four hours in advance of the meeting; and

WHEREAS, under C.R.S. Section 24-6-402(2)(c) a local public body is deemed to have given full and timely notice of its meetings if the meeting notice is posted in a designated public place within the local public body’s boundaries no less than twenty-four hours prior to the holding of the meeting; and

WHEREAS, C.R.S. Section 24-6-402 (2)(c) further provides that the public place for posting such notice shall be designated annually by the local public body at its first regular meeting in each calendar year; and

WHEREAS, City Council meetings are held in the Council Chambers located at 500 East 3rd Street, immediately adjacent to the City Clerk’s Office.

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

Section 1. The City Council hereby designates the place for the posting of all meeting notices for the Loveland City Council and Loveland’s Boards and Commissions to be the bulletin board immediately adjacent to the Loveland City Council Chambers located at 500 East 3rd Street, City of Loveland, Colorado.

Section 2. In the event the designated posting location is not accessible or in existence due to natural disaster or other similar cause, the emergency posting location will be in the foyer at the City’s Fire Administration Building located at 410 E. 5th Street, Loveland, Colorado.

Section 3. This Resolution shall go into effect on the date of its adoption.

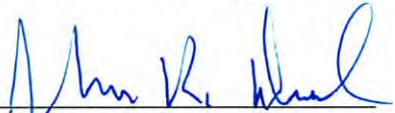
ADOPTED this 7th day of January, 2014.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



City Attorney

LOVELAND'S CITY COUNCIL AND BOARDS AND COMMISSIONS
Meeting Dates, Times & Locations

AFFORDABLE HOUSING COMMISSION 9 members	Meets the second Thursday of each month at 5:15 p.m. in the City Manager's Conference Room, 500 East Third Street, Suite 330.
CITY COUNCIL 9 members	Meets the first and third Tuesday of each month for regular meetings at 6:30 p.m. and the second and fourth Tuesday of each month for a study session at 6:30 p.m. in the City Council Chambers, 500 East Third Street.
CITIZENS' FINANCE ADVISORY COMMISSION 9 members	Meets the second Wednesday of each month at 6:00 p.m. in the City Council Chambers, 500 East Third Street.
COMMUNITY MARKETING COMMISSION 7 members	Meets the third Wednesday of each month at 6:00 p.m. in the City Council Chambers, 500 East Third Street.
CONSTRUCTION ADVISORY BOARD 11 members	Meets the fourth Wednesday of each month at 6:00 p.m. in the City Council Chambers, 500 East Third Street.
CULTURAL SERVICES BOARD 7 members	Meets the fourth Tuesday of each month at 4:30 p.m. at the Loveland Museum, 503 North Lincoln Avenue.
DISABILITIES ADVISORY COMMISSION 12 members	Meets the second Monday of each month at 6:00 p.m. at the Library in the Gertrude Scott meeting room, 300 North Adams Avenue.
EMPLOYEE RETIREMENT PLAN BOARD 5 members	Meets the second Wednesday of February, May, August, and November at 3:00 p.m. in the Main Floor Conference Room, 500 East Third Street.
FIRE AND RESCUE ADVISORY COMMISSION 9 members	Meets the second Wednesday of each month at 5:30 p.m., at Fire Station #1, 410 East Fifth Street.
FIRE RETIREMENT PLAN BOARD 3 members	Meets the first Friday of March, June, September and December at 10:00 a.m. in the Administrative Conference Room, 2 nd Floor, Fire Administration Building, 410 East Fifth Street.
GOLF ADVISORY BOARD 9 members	Meets the fourth Wednesday of each month at 5:15 p.m. in the Parks & Recreation Conference Room, 500 East Third Street.
HISTORIC PRESERVATION COMMISSION 7 members	Meets the third Monday of each month at 6:00 p.m. in the City Council Chambers, 500 East Third Street.
HOUSING AUTHORITY 5 members	Meets the fourth Wednesday of each month at 4:00 p.m. at 375 W. 37 th Street.
HUMAN SERVICES COMMISSION 11 members	Meets the first Thursday of each month at 6:00 p.m. in the City Council Chambers, 500 East Third Street.
LIBRARY BOARD 7 members	Meets the third Thursday of each month at 5:00 p.m. at the Library, 300 North Adams Avenue.

LOCAL LICENSING AUTHORITY	Meets the third Thursday of each month at 8:30 a.m. in the City Council Chambers, 500 East Third Street. The Municipal Judge is the Authority.
LOVELAND UTILITIES COMMISSION 9 members	Meets the third Wednesday of each month at 4:00 p.m. in the Service Center Board Room, 200 N. Wilson Avenue.
OPEN LANDS ADVISORY COMMISSION 9 members	Meets the second Wednesday of each month at 5:30 p.m. in the Parks and Recreation Conference Room, 500 East Third Street.
PARKS AND RECREATION COMMISSION 9 members	Meets the second Thursday of each month at 4:30 p.m. in the Parks and Recreation Conference Room, 500 East Third Street.
PLANNING COMMISSION 9 members	Meets the second and fourth Monday of each month at 6:30 p.m. in the City Council Chambers, 500 East Third Street.
POLICE CITIZEN ADVISORY BOARD 9 members	Meets the first Monday of each month at 5:30 p.m. at the Police & Courts Building, 810 E. 10 th Street.
POLICE PENSION BOARD OF TRUSTEES 5 members	Meets the third Tuesday in February, May, August and November of each year at 2:00 p.m. at the Police & Courts Building, 810 E. 10 th Street.
SENIOR ADVISORY BOARD 15 members	Meets the first Wednesday of each month at 10:30 a.m. at the Library in the Gertrude Scott meeting room, 300 N. Adams.
TRANSPORTATION ADVISORY BOARD 7 members	Meets the first Monday of each month at 4:00 p.m. in the Fire Administration Building, 410 East Fifth Street.
VISUAL ARTS COMMISSION 9 members	Meets the second Thursday of each month at 5:00 p.m. at the Loveland Museum, 503 North Lincoln Avenue.
VOLUNTEER FIREFIGHTERS' BOARD OF TRUSTEES 7 members	Meets the third Wednesday in February, May, August and November at 1:30 p.m. in the City Manager's Conference Room, 500 East Third Street.
YOUTH ADVISORY COMMISSION 12 members	Meets the first Wednesday of each month, September through May, at 5:00 p.m. at the Loveland Museum, 503 Lincoln Avenue.



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: 4
MEETING DATE: 1/7/2014
TO: City Council
FROM: Keith Reester, Public Works Department
PRESENTER: Keith Reester, Director

TITLE:

A Motion to Award a Contract to Elliott Equipment, LLC in the Amount of \$726,329.00 for the Acquisition of Six Automated Side Loader Packer Bodies for Purchase and Delivery in 2014 and to Authorize the City Manager to Execute the Contract on Behalf of the City

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

SUMMARY:

This is an administrative action to approve the purchase with Elliot Equipment, for \$726,329.00 for six (6) NewWay, automated side-loading refuse packer bodies. This award was made after a competitive RFP for automated side-loading solid waste packer bodies to fit on six (6) 2014 Autocar ACX 64, class 8 chassis, equipped with Parker RunWise hydraulic hybrid propulsion system. The purchase of the six (6) chassis was approved by Council on 10/22/2013.

BUDGET IMPACT:

- Positive
 Negative
 Neutral or negligible

Budget dollars are available in three Solid Waste capital equipment accounts.

BACKGROUND:

Public Works, Solid Waste standardized to the automated side-loading refuse packers in 2008. Six of those automated side-loaders are scheduled and budgeted for replacement. Public Works

published an RFP to evaluate if other manufacturers could provide the City a better value than the current Labrie automated side-loader bodies. NewWay side-loaders meets the performance specifications and saves the City \$140,521.00 over six (6) Labrie automated side-loaders. This choice and change provides the City the best value over the life-cycle of six (6) Solid Waste refuse trucks.

REVIEWED BY CITY MANAGER:



LIST OF ATTACHMENTS:

1. Contract
2. Bid
3. Comparison

SERVICES CONTRACT

This Contract is entered into this _____ day of _____, 20____, by and between the **City of Loveland, Colorado** (“City”) and **Elliott Equipment Co.** (“Contractor”).

Whereas, the parties desire to contract with one another to complete the following project: **NewWay Side Loader Refuse Packer Bodies.**

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 **\$726,329.00**. 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 **01/08/2014 through 06/31/2014**. 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:
Steve Kibler, Fleet Manager
City of Loveland
200 North Wilson Ave, Loveland CO.
Loveland, CO 80537
Email:
steve.kibler@cityofloveland.org

To the Contractor:
Jeff Ketelsen
Elliott Equipment Co.
1245 Dawes Ave.
Lincoln, NE. 68521
Email: jeff@elliottequipco.com

12. Special Provisions.
Purchase order pending City Council approval/Action on 01/07/2014

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: _____

Title: _____

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

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, age or gender. The City will make reasonable accommodations for citizens in accordance with the Americans with Disabilities Act.

EXHIBIT A – SERVICES

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: _____

Title: _____

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

Commission expiration date

S E A L

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** _____ **Date**
C.R.S. 24-76.5-103 *Rev. 1-1-2010*

Internal Use Only – Valid Forms of Identification
<ul style="list-style-type: none"> 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).
<p><i>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.</i></p>

UNIT PRICE BID FORM

Item Description	Estimated Quantity	Unit Measure	Unit Price	Extended Cost	Delivery Time
Installed packer body ready for service	Six (6)	each	\$119,000.	\$714,000.00	120 days from chassis Arrival

Please state your terms of payment and any discounts you might offer:

Net 30 we applied All discounts to bid

Please state return policy (may attach manufacturer's policy):

Please note any exceptions you take to this bid, e.g., minimum quantity requirements:

Noted beside specification

BIDDER'S INFORMATION

Company Name: Elliott Sanitation Equipment

Mailing Address: 1245 Dawes Ave Lincoln, NE 68521

Telephone Number: 402-560-1311 Fax Number: 402-474-4881

The bidder hereby acknowledges receipt of Addendum Nos. _____, _____, _____, _____, _____, _____, to these specifications. (Insert number of each addendum received.)

Name and Title of Authorized Company Representative:

Jeff Ketelsen Western Sales Manager
Name (Please print) Title


Signature

Dated this 15th day of November, 2013.

SPECIAL CONDITIONS

1.0 PROJECT MANAGER

The Project Manager is Stephen Kibler and can be reached at (970) 962-3343. All post-award notices, letters, submittals, and other communications directed to the City shall be addressed and mailed or delivered to:

Stephen Kibler
City of Loveland
Public Works/Solid Waste Division
200 North Wilson Ave
Loveland, CO 80537

2.0 BASIS OF AWARD

In addition to the criteria set forth in the Instructions to Bidders at paragraph 5.1, the following criteria may be used to evaluate bids:

We currently operate Labire ASL's. We have demonstrated other manufactures. If we have not demonstrated your Company's model, we may ask for a model to be left with Loveland Solid Waste to demonstrate for one week before making a final selection.

PACKER BODY

This specification is based on a Labrie Atomizer ASL with the HD Helping Hand Cart Grabber. There are heavy duty commercial grade components we have added to address the weak components that failed prematurely under a commercial work environment. They are specified on this unit.

Other OEM's are encouraged to bid equivalent model of packer bodies but only with equivalent commercial grade components.

The (6) truck chassis will be purchased separately and will be: 2014 Autocar ACX64 Class 8 chassis equipped with Parker RunWise hydraulic hybrid system.

PTO pump adapter (The 1350 Spicer adapter for the FEPTO) will be included with the chassis purchase. Packer vendor needs to bid a commercial grade Chelsea PTO pump and associated hydraulic components.

Cab-to-Axle specification is yet to be determined due to different packer body manufacturer CA requirements.

Please provide the CA specification for the packer you are bidding;

Manufacturer: Seranton Manufacturing
Model Bid: Newway Sidewinder
CA: 190" inches
With 60" After frame

TECHNICAL SPECIFICATIONS

1. Fully-automated side-load body.
 Meets: Does not meet: Exceeds:
 Exception: _____
 Standard: _____ Optional: _____ Extra cost for option: \$ _____

2. Hopper capacity: 6.5 cubic yards.
 Meets: Does not meet: Exceeds:
 Exception: 6 cubic yard
 Standard: _____ Optional: _____ Extra cost for option: \$ _____

3. Body capacity: 29 cubic yards.
 Meets: Does not meet: Exceeds:
 Exception: _____
 Standard: _____ Optional: _____ Extra cost for option: \$ _____

4. Compaction: 750 pounds per cubic yard.
 Meets: Does not meet: Exceeds:
 Exception: _____
 Standard: _____ Optional: _____ Extra cost for option: \$ _____

5. Payload: minimum of 21,750 pounds.
 Meets: Does not meet: Exceeds:
 Exception: _____
 Standard: _____ Optional: _____ Extra cost for option: \$ _____

6. Grabber controls: joystick for left hand use by right hand driver. Also toggle switches at right side of seat base for remote (parallel) grabber operation.
 Meets: Does not meet: Exceeds:
 Exception: _____
 Standard: _____ Optional: _____ Extra cost for option: \$ _____

7. Compaction functions:
 - a. On-console manual button that activates a single cycle.
 Meets: Does not meet: Exceeds:
 Exception: _____
 Standard: _____ Optional: _____ Extra cost for option: \$ _____

 - b. A second on-console manual button that activates a programmable three to five cycles.
 Meets: Does not meet: Exceeds:
 Exception: 1-3 cycles only
 Standard: _____ Optional: _____ Extra cost for option: \$ _____

 - c. Automatic feature that activates a programmable three to five complete cycles whenever the cart grabber is tipped into the hopper.
 Meets: Does not meet: Exceeds:
 Exception: 1-3 cycles Automatically not up to five
 Standard: _____ Optional: _____ Extra cost for option: \$ _____

8. Automated arm and grabber assembly: Equivalent to Labrie "Heavy Duty Right Hand." Must be able to effectively grab, lift and dump European and domestic carts of 17, 32, 64 and 96-gallons, without post purchase modifications.
 Meets: Does not meet: Exceeds:
 Exception: _____

TECHNICAL SPECIFICATIONS

Standard: Optional: Extra cost for option: \$ _____

- a. Arm has integrated counterbalance valves
 - b. Uses electronic cushioning
 - c. Uses two leveling rods for smooth rotations above hopper
 - d. Leveling rods are adjustable to modify grabber angle
 - e. Joystick has "dead man" switch for additional safety
 - f. Grabber has an automatic closing function when dumping to prevent cart slipping and collision with hopper
 - g. Dumps at 47 degree cart angle
 - h. All components are larger than standard grabber assembly
- (Provide details to any differences and exceptions)

9. Arm extension "C" rails: 2 1/2" x 4" x 2 1/2" x 1/2" ASTM.

Meets: Does not meet: Exceeds:

Exception: Yes to All but #A we do not use counter balance valves
 Standard: Optional: Extra cost for option: \$ _____

10. Arm extension "I" beams: 5 1/2" x 2 13/16" x 1/4" ASTM

Meets: Does not meet: Exceeds:

Exception: _____
 Standard: Optional: Extra cost for option: \$ _____

11. Arms: 1" ASTM A514.

Meets: Does not meet: Exceeds:

Exception: _____
 Standard: Optional: Extra cost for option: \$ _____

12. Arm reach: 144".

Meets: Does not meet: Exceeds:

Exception: _____
 Standard: Optional: Extra cost for option: \$ _____

13. Arm lift capacity: 600 pounds at maximum reach.

Meets: Does not meet: Exceeds:

Exception: 1000 #s
 Standard: Optional: Extra cost for option: \$ _____

14. Arm cycle time: 8 seconds (@ no extension) to 20 seconds (@ full extension).

Meets: Does not meet: Exceeds:

Exception: _____
 Standard: Optional: Extra cost for option: \$ _____

15. Body floor: 12 gauge ASTM A715 GR 80.

Meets: Does not meet: Exceeds:

Exception: 1/2" AR 4.50
 Standard: Optional: Extra cost for option: \$ _____

16. Body side walls: 12 gauge ASTM A715 GR 80.

Meets: Does not meet: Exceeds:

Exception: 10 gauge Hardox
 Standard: Optional: Extra cost for option: \$ _____

17. Body roof: 12 gauge ASTM A715 GR 80.

Meets: Does not meet: Exceeds:

Exception: 10 gauge 80K
 Standard: Optional: Extra cost for option: \$ _____

TECHNICAL SPECIFICATIONS

18. Body rub rails: 12 gauge ASTM A569.
 Meets: Does not meet: Exceeds:
 Exception: _____
 Standard: Optional: Extra cost for option: \$ _____
19. Hopper: completely enclosed with closing door to minimize wind-blown debris while driving on open road.
 Meets: Does not meet: Exceeds:
 Exception: _____
 Standard: Optional: Extra cost for option: \$ _____
20. Hopper floor: 1/4" Hardox AR450.
 Meets: Does not meet: Exceeds:
 Exception: _____
 Standard: Optional: Extra cost for option: \$ _____
21. Hopper upper left: 1/4" Hardox AR450.
 Meets: Does not meet: Exceeds:
 Exception: _____
 Standard: Optional: Extra cost for option: \$ _____
22. Hopper upper right: 1/4" Hardox AR450.
 Meets: Does not meet: Exceeds:
 Exception: _____
 Standard: Optional: Extra cost for option: \$ _____
23. Hopper lower: 1/4" S107 abrasion resistant steel, 65,000 PSI.
 Meets: Does not meet: Exceeds:
 Exception: _____
 Standard: Optional: Extra cost for option: \$ _____
24. Hopper access door: 14 gauge ASTM A569.
 Meets: Does not meet: Exceeds:
 Exception: _____
 Standard: Optional: Extra cost for option: \$ _____
25. Hopper door: 32" x 44".
 Meets: Does not meet: Exceeds:
 Exception: 45" x 20"
 Standard: Optional: Extra cost for option: \$ _____
26. Tailgate side and rear walls: 12 gauge ASTM A715 GR 80.
 Meets: Does not meet: Exceeds:
 Exception: _____
 Standard: Optional: Extra cost for option: \$ 10 gauge 80K
27. Tailgate securement: Requires hydraulic locking pins
 Meets: Does not meet: Exceeds:
 Exception: _____
 Standard: Optional: Extra cost for option: \$ _____
28. Packer rail wear plates: 3/8" ASTM AR425.
 Meets: Does not meet: Exceeds:
 Exception: _____
 Standard: Optional: Extra cost for option: \$ _____

TECHNICAL SPECIFICATIONS

29. Packer wear shoes: 3/8" ASTM AR425.

Meets: Does not meet: Exceeds:

Exception: _____

Standard: _____ Optional: _____ Extra cost for option: \$ _____

30. Top of packing ram: 1/4" Hardox AR450.

Meets: Does not meet: Exceeds:

Exception: _____

Standard: _____ Optional: _____ Extra cost for option: \$ _____

31. Face plate of packing ram: 1/4" Hardox AR450.

Meets: Does not meet: Exceeds:

Exception: _____

Standard: _____ Optional: _____ Extra cost for option: \$ _____

32. Width of packing ram: 65 1/2"

Meets: Does not meet: Exceeds:

Exception: _____

Standard: _____ Optional: _____ Extra cost for option: \$ _____

33. Height of packing ram: 24"

Meets: Does not meet: Exceeds:

Exception: _____

Standard: _____ Optional: _____ Extra cost for option: \$ _____

34. Stroke of packing ram: 52"

Meets: Does not meet: Exceeds:

Exception: _____

Standard: _____ Optional: _____ Extra cost for option: \$ _____ *43"*

35. Cylinder, body lift: four stage telescopic, 6.5" bore x 150" stroke.

Meets: Does not meet: Exceeds:

Exception: _____

Standard: _____ Optional: _____ Extra cost for option: \$ _____ *180" stroke*

36. Cylinder, packer: 4" x 2.5" x 40" (Nitrate treated rods with commercial grade rod seals.)

Meets: Does not meet: Exceeds:

Exception: _____

Standard: _____ Optional: _____ Extra cost for option: \$ _____

37. Cylinders, tailgate: 2.5" x 1.75" x 39" (Nitrate treated rods with commercial grade rod seals.)

Meets: Does not meet: Exceeds:

Exception: _____

Standard: _____ Optional: _____ Extra cost for option: \$ _____ *3" not nitrate*

38. Cylinder, horizontal extension: 2" x 1.25" x 54"

Meets: Does not meet: Exceeds:

Exception: _____

Standard: _____ Optional: _____ Extra cost for option: \$ _____

39. Cylinder, lifting: 3" x 1.5" x 16"

Meets: Does not meet: Exceeds:

Exception: _____

Standard: _____ Optional: _____ Extra cost for option: \$ _____ *3" x 2" x 16"*

TECHNICAL SPECIFICATIONS

40. Cylinder, grabber: 1.5" x 1" x 5".

Meets: Does not meet: Exceeds:

Exception: _____

Standard: Optional: Extra cost for option: \$ _____

41. Cart grabber spill shield.

Meets: Does not meet: Exceeds:

Exception: _____

Standard: Optional: Extra cost for option: \$ _____

42. Cameras: "3rd Eye" brand with (three) mounted for 1) inside of hopper on driver's side front corner, 2) driver's side rear-view mirror and 3) rear view on tailgate along with color split-screen monitor in cab.

Meets: Does not meet: Exceeds:

Exception: _____

Standard: Optional: Extra cost for option: \$ _____

43. Fire extinguisher, 20 pound: Mounted on curb side of packer body.

Meets: Does not meet: Exceeds:

Exception: _____

Standard: Optional: Extra cost for option: \$ _____

44. Shovel and broom; mounted on hopper door.

Meets: Does not meet: Exceeds:

Exception: _____

Standard: Optional: Extra cost for option: \$ _____

mounted on front of Body "bracket only"

45. Tool box: 18" high x 18" deep x 24" wide, locking, mounted on curb (right) side of vehicle.

Meets: Does not meet: Exceeds:

Exception: _____

Standard: Optional: Extra cost for option: \$ _____

46. Mud flaps: Mounted in front of and in rear of both duals; secured to prevent sailing.

Meets: Does not meet: Exceeds:

Exception: _____

Standard: Optional: Extra cost for option: \$ _____

47. PTO: Parker commercial-grade, high output, low RPM, RunWise hydraulic hybrid, Power Drive Unit mounted.

Meets: Does not meet: Exceeds:

Exception: _____

Standard: Optional: Extra cost for option: \$ _____

48. Hydraulic pump: Denison T6DC or equivalent.

Meets: Does not meet: Exceeds:

Exception: _____

Standard: Optional: Extra cost for option: \$ _____

49. Pump flow to body: 18.2 GPM @ 700 RPM.

Meets: Does not meet: Exceeds:

Exception: _____

Standard: Optional: Extra cost for option: \$ _____

20 gpm @ 750

50. Pump flow to arm: 13 GPM @ 700 RPM.

Meets: Does not meet: Exceeds:

18 GPM @ 750

TECHNICAL SPECIFICATIONS

Exception: _____
Standard: _____ Optional: _____ Extra cost for option: \$ _____

51. Hydraulic reservoir capacity: Sized to system design with adequate reserve.
Meets: Does not meet: _____ Exceeds: _____
Exception: _____ 70 gallon
Standard: _____ Optional: _____ Extra cost for option: \$ _____

52. Hydraulic system pressure: 3,000 PSI.
Meets: Does not meet: _____ Exceeds: _____
Exception: _____
Standard: _____ Optional: _____ Extra cost for option: \$ _____

53. Hydraulic reservoir heater: Screw-plug immersion type. Threaded fitting for screw-plug must be installed before tank is installed and filled with fluid.
Meets: Does not meet: _____ Exceeds: _____
Exception: _____
Standard: _____ Optional: _____ Extra cost for option: \$ _____

54. Hydraulic oil and lubricants, installed.
Meets: Does not meet: _____ Exceeds: _____
Exception: _____
Standard: _____ Optional: _____ Extra cost for option: \$ _____

55. Shut-off gate-valve installed in suction line at the hydraulic reservoir. Reservoir equipped w/sight glass.
Meets: Does not meet: _____ Exceeds: _____
Exception: _____
Standard: _____ Optional: _____ Extra cost for option: \$ _____

56. Two Amber LED Warning lights: top middle of tailgate.
Meets: Does not meet: _____ Exceeds: _____
Exception: _____
Standard: _____ Optional: _____ Extra cost for option: \$ _____

PAINT

1. Paint: Body, Loveland blue, ICI code 8CY2.
Meets: Does not meet: _____ Exceeds: _____
Exception: _____
Standard: _____ Optional: _____ Extra cost for option: \$ _____

2. Paint lower half of tailgate Safety Yellow with high visibility reflective hash tape
Meets: Does not meet: _____ Exceeds: _____
Exception: _____
Standard: _____ Optional: _____ Extra cost for option: \$ _____

57. Decal spanning the width of tailgate:
CAUTION: VEHICLE STOPS AND BACKS FREQUENTLY with inset CAUTION: WIDE RIGHT TURNS/DO NOT PASS ON RIGHT, 75" x 24", vendor Screen Graphics of Florida, part #990405 DV.
Meets: Does not meet: _____ Exceeds: _____
Exception: _____
Standard: _____ Optional: _____ Extra cost for option: \$ _____

ELECTRICAL

TECHNICAL SPECIFICATIONS

1. Electrical wiring: Grommets installed when wiring is passed through any metal wall and weatherproof heat shrink tube connectors will be used on all connections. All body wiring harness junctions must be in weatherproof junction boxes.

Meets: Does not meet: Exceeds:
Exception: _____
Standard: Optional: Extra cost for option: \$ _____

2. Lights: LED on chassis and body.

Meets: Does not meet: Exceeds:
Exception: Body Bid only by us.
Standard: Optional: Extra cost for option: \$ _____

MISCELLANEOUS

1. Two (2) operator's manuals from body manufacturer and one (1) service and parts manual from body manufacturer. CD preferred over manuals.

Meets: Does not meet: Exceeds:
Exception: _____
Standard: Optional: Extra cost for option: \$ _____

2. Maintenance training: Hands-on at City of Loveland Fleet Management facility, provided by the body manufacturer.

Meets: Does not meet: Exceeds:
Exception: _____
Standard: Optional: Extra cost for option: \$ _____

3. Driver/Operator training: Hands-on at City of Loveland Solid Waste facility, provided by body manufacturer.

Meets: Does not meet: Exceeds:
Exception: Carl Piezel from factory and Elliott Service Manager
Standard: Optional: Extra cost for option: \$ _____

4. Automated lube system: "Lubecore" brand automated greasing system plumbed to all packer grease points; includes the following features:

- a. 4 Kilogram Makrolon bread-proof reservoir with high visibility red follower plate seal
- b. Automatic low level shut off
- c. Pressure switch
- d. Dash mounted Smart Switch LED
- e. Timer with real time clock and software report functionality
- f. Heavy duty 16 gauge plug and play wiring harness
- g. Heavy duty solenoid with built in manual override switch and LED indicator

Meets: Does not meet: Exceeds:
Exception: EP-2 series Progressive installed in Colorado
Standard: Optional: Extra cost for option: \$ Deduct \$2014 if want EP-0

5. Auto load scales system: Cleral On-Board scale.

Meets: Does not meet: Exceeds:
Exception: _____
Standard: Optional: Extra cost for option: \$ _____

6. Body warranty: One year. Hydraulics bump-to-bumper; Three years.

Meets: Does not meet: Exceeds:
Exception: _____
Standard: Optional: Extra cost for option: \$ _____

TECHNICAL SPECIFICATIONS

7. Delivery to Loveland, Colorado for all (6) packers. (6) Units shall be FOB: City of Loveland, Vehicle Maintenance Division, 200 N. Wilson Ave., Loveland CO 80537 within 120 days of receipt of chassis by body installer.

Meets: Does not meet: Exceeds:

Exception: _____

Standard: Optional: Extra



3100 West 76th Street
 Davenport, IA 52806
 Ph: 563-391-4840
 Fx: 563-391-8823

Elliott Sanitation Equip. Co.
 1245 Dawes Avenue
 Lincoln, NE 68521
 Ph: 402-474-4840
 Fx: 402-474-4841

4000 SE Beisser Drive
 Grimes, IA 50111
 Ph: 515-986-4840
 Fx: 515-986-9530

14001 Botts Rd.
 Grandview, MO 64030
 Ph: 816-761-4840
 Fx: 816-761-4844

Fleet Manager, City of Loveland
 200 North Wilson Ave.
 Loveland, Colorado
 80537

Quote

Date	Quote #
12/9/2013	3065
Proposed Shipping Date	
Terms	
Rep	
JSK	
Customer Contact	
Stephen Kibler ACFM	
Customer Alt. Phone	

Here is our quotation on the goods named, subject to the conditions noted:

CONDITIONS: The prices and terms on this quotation are not subject to verbal changes or other agreements unless approved in writing by the Home Office of the Seller. Prices are based on costs and conditions existing on date of quotation and are subject to change by the Seller before final acceptance. All quotations and agreements are contingent upon strikes, accidents, fires, availability of materials and all other causes beyond our control.

Typographical and stenographic errors subject to correction. Purchaser agrees to accept either overage or shortage not in excess of ten percent to be charged for pro-rata. Purchaser assumes liability for patent and copyright infringement when goods are made to Purchaser's specifications. When quotation specifies material to be furnished by the purchaser, ample allowance must be made for reasonable spoilage and material must be of suitable quality to facilitate efficient production.

Conditions not specifically stated herein shall be governed by established trade customs. Terms inconsistent with those stated herein which may appear on Purchaser's formal order will not be binding on the Seller.

TERMS: Balances over 30 days from date of invoice are subject to finance charges up to 1½% per month.

Qty	Description	Price	Total
6	Spill shield added to each arm	509.85	3,059.10T
6	Hood over hopper added to each unit Customers Exempt From Sales Tax	1,545.00 0.00%	9,270.00T 0.00

Total	\$12,329.10
--------------	-------------

****Administrative Fee of \$150.00 will be added to all vehicle purchase transactions.****

TO CONFIRM ORDER, SIGN AND RETURN

X _____

Automated Side Loader Packer RFP 11/22/2013

By Steve Kibler, Fleet Manager

Bidder/Company	Representative & contact	Make & Model Bid	Price Each	Price for 6	Options to total/ea.	Exceptions to Specification:	Comments: (concerns in red)	CA "	OTD
American Transportation	Pat McGrann; 303-287-3636	Bridgeport Ranger ASL	\$111,690	\$670,140		4 cy hopper ILO 6.5 30 cy packer ILO 29 Grabber grip functions different Tail gate does not have locking pins Does not use transmission driven PTO, uses frt mount on engine 2 yr hydraulic warranty ILO 3 year	possible non-issue possible non-issue possible non-issue possible non-issue This feature increases O&M costs approx. \$3K-\$4K 3rd yr. is when weak design shows up in hydraulics	215"	90 days
Elliott Equipment	Jeff Ketelsen; 402-560-1311	NewWay Sideloader	\$119,000	\$714,000		6 cy hopper ILO 6.5 3 pack-cycles ILO 5 Design does not use counter balance valves Hopper door 20" X 45" ILO 32" X 44" Packer stroke 43" ILO 52" Tailgate cylinder 3" ILO 2.5" Location of shovel and broom mount	possible non-issue possible non-issue possible non-issue possible non-issue possible non-issue possible non-issue	190"	120 days
Hardline Equipment	Walter VonDultw; 303-500-2176	Amrep HX450 ASL	\$129,100	\$774,600		5.5 cy hopper ILO 6.5 109" grabber reach ILO 144" Hardox side panels ILO rub rails No access door to hopper BUT has "clean out door" No wear plate due to design Various cylinder size differences Packing stroke 77.5" ILO 52" Ejection feature ILO gravity dump "Hardline" camera ILO 3rd Eye Location of shovel and broom mount Hydraulic system operates at 1,800 PSI ILO 3,000 2 yr hydraulic warranty ILO 3 year	possible non-issue possible non-issue Possible issue: wear point is focuses on rails I think this is nothing but semantics possible non-issue possible non-issue possible non-issue possible non-issue Not standardized to rest of SW fleet possible non-issue possible non-issue 3rd yr. is when weak design shows up in hydraulics	215"	120 days
Hardline Equipment	Walter VonDultw; 303-500-2176	Wayne CurbTender	\$136,331	\$817,986		4 cy hopper ILO 6.5 31 cy packer ILO 29 Arm extensions are different design	possible non-issue possible non-issue possible non-issue	202"	120 days
Faris Machinery	Steve Brooks; 720-612-9766	DaDee Scorpion	\$136,920	\$821,520		5 cy hopper ILO 6.5 30 cy packer ILO 29 Unproven on 17 gallon carts AR400 ILO AR450 Hardox Packer stroke 43.5" ILO 52" Body lift 1/4" ??? ILO 150" Various cylinder design differences Grabber spill shield different Location of shovel and broom mount Hydraulic system operates at 20 GPM ILO 18.2	possible non-issue possible non-issue possible non-issue possible non-issue but slightly less hardness possible non-issue Must clarify possible non-issue possible non-issue possible non-issue possible non-issue	197"	120 days
Faris Machinery	Steve Brooks; 720-612-9766	Labrie Automiser	\$144,475	\$866,850		This model is the base unit we wrote the specification on Chromed cyl. rods ILO Nitrated cyl rods.	possible non-issue	197"	120 days
Kios Brothers Equipment	Craig Kerkman; 303-298-7370	Heil Python Durapack	\$151,790	\$910,740		5.2 cy hopper ILO 6.5 28 cy packer ILO 29 spec. reference "pg 8 #7 a-k" does not clarify cart make, only 30-300 gal 108" grabber reach ILO 144" Enclosed hopper ILO hopper cover AR400 ILO AR450 Hardox Hopper access door 26.75" X 36.25" ILO 32" X 44" 1/4" wear shoes ILO 3/8" wear shoes Ejection feature ILO gravity dump No grabber spill shield Hydraulic system operates at 2,500 PSI ILO 3,000 Body AND hydraulic have 3 year warranty	possible non-issue possible non-issue possible non-issue possible non-issue possible non-issue but slightly less hardness possible non-issue possible non-issue possible non-issue possible non-issue Spillage depends on jerkiness of hydraulics possible non-issue Better coverage	192"	120 days



CITY OF LOVELAND
WATER & POWER DEPARTMENT
200 North Wilson • Loveland, Colorado 80537
(970) 962-3000 • FAX (970) 962-3400 • TDD (970) 962-2620

AGENDA ITEM: 5
MEETING DATE: 1/7/2014
TO: City Council
FROM: Water and Power Department
PRESENTER: Bob Miller, Power Operations Manager

TITLE:

A Resolution Approving an Intergovernmental Agreement Between the City of Loveland, Colorado and Platte River Power Authority for SCADA Services

RECOMMENDED CITY COUNCIL ACTION:

Adopt the resolution.

OPTIONS:

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

SUMMARY:

This is an administrative action. The proposed Intergovernmental Agreement (IGA) with Platte River Power Authority (PRPA) provides Supervisory Control and Data Acquisition (SCADA) services. SCADA support and operation is required as part of the electric distribution system. If Loveland does not pay PRPA for SCADA services we will be required to provide those services in-house which may necessitate requesting additional staff resources. The funds to be committed are \$147,122 and will be billed monthly at the rate of \$12,260.17.

BUDGET IMPACT:

- Positive
 Negative
 Neutral or negligible

The funds have been appropriated and are available in the 2014 Water and Power Budget.

BACKGROUND:

The City of Loveland is proposing to hire Platte River Power Authority to perform SCADA support for the electric distribution system. The support being provided is crucial to the operations of the electric distribution system. The benefits Loveland Water and Power will achieve through PRPA providing SCADA services, include synergies in SCADA processes, access to the expertise of six PRPA personnel qualified to perform SCADA duties and knowledgeable in NERC compliance, a qualified single point of contact for Loveland staff, around the clock SCADA support and coordination of SCADA activities. This IGA was reviewed and authorized by the Loveland Utilities Commission, as well as the Platte River Board at their December meetings.

Examples of some of the services that will be provided by PRPA under the IGA:

- Programming & maintenance of SCADA alarms;
- Programming & maintenance of SCADA points;
- Creation & maintenance of SCADA displays;
- Survalent hardware and software upgrades;
- Redundant Survalent server & network;
- Cyber asset status monitoring and alerting;
- SCADA system backup and recovery;
- SCADA operator certification and testing;
- SCADA support 24/7.

REVIEWED BY CITY MANAGER:



LIST OF ATTACHMENTS:

1. Resolution
2. Intergovernmental agreement (attached as Exhibit A to the resolution)

RESOLUTION #R-2-2014

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF LOVELAND, COLORADO AND PLATTE RIVER POWER AUTHORITY FOR SCADA SERVICES

WHEREAS, the City of Loveland, Colorado (“City”) and Platte River Power Authority (“Platte River”) desire to contract with one another to provide supervisory control and data acquisition (“SCADA”) services to the City, subject to the terms and conditions set forth in the “Intergovernmental Agreement for SCADA Services” attached hereto as Exhibit A and incorporated herein by reference (“Intergovernmental Agreement”); and

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

WHEREAS, at its December 18, 2014 meeting, the Loveland Utilities Commission considered the Intergovernmental Agreement and unanimously recommended that City Council approve the Intergovernmental Agreement; and

WHEREAS, the City Council desires to approve the Intergovernmental Agreement on behalf of the City.

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

Section 1. That the Intergovernmental Agreement is hereby approved.

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

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

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

ADOPTED this 7th day of January, 2014.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Shawn L. Oltus
Assistant City Attorney

**INTERGOVERNMENTAL AGREEMENT
FOR
SCADA SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT FOR SCADA SERVICES ("Agreement") is made and entered into this 1st day of January, 2014, by and between the CITY OF LOVELAND, COLORADO, a home rule municipality ("Loveland"), and PLATTE RIVER POWER AUTHORITY, a political subdivision organized and existing under and by virtue of the laws of the State of Colorado ("Platte River").

WHEREAS, Loveland desires to hire Platte River to perform Supervisory Control and Data Acquisition ("SCADA") Services (the "Services") as set forth in this Agreement; and

WHEREAS, Platte River desires to provide those Services to Loveland; and

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

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

1. Services. Loveland agrees to retain Platte River to provide the Services as more specifically set forth in Exhibits A and B, attached hereto and incorporated herein by reference, and Platte River agrees to so serve. Platte River represents that it has the requisite authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Agreement and all applicable laws and agrees to perform the Services on the terms and conditions set forth herein. Exhibits A and B may be modified by mutual written agreement of the General Manager of Platte River and the Director of Water and Power of the City of Loveland without further approval from Platte River's Board of Directors or the Loveland City Council, provided such modifications are technical in nature and do not alter the intended purpose of this Agreement.
2. Compensation. Loveland agrees to pay Platte River for the Services amounts due as set forth in Exhibit C, attached hereto and incorporated herein by reference. Exhibit C may be modified on an annual basis by the Platte River General Manager to reflect increases in the Base Costs incurred by Platte River to provide the Services. Loveland will be notified in writing of any such modification by September 1 for the increase in Base Costs for the future annual period. Loveland shall make payment upon receipt and approval of invoices

submitted by Platte River, which invoices shall not be submitted more frequently than monthly and shall identify the Services performed for which payment is requested.

3. Procurement. Loveland agrees to purchase its own hardware and software required to maintain the Services in accordance with Exhibit A, and as directed by Platte River. Commencing with the 2015 budget year, Platte River agrees to provide an annual budget to Loveland identifying new estimated operating, maintenance, and capital expenses for each budget cycle.
4. Infrastructure. Loveland agrees to use Platte River infrastructure identified in Exhibit B for portions of the Services. Platte River agrees to select and provide sufficient hardware and software to ensure reliable operation of the Platte River infrastructure. Neither party shall claim any ownership interest in the other's infrastructure.
5. Operations Technology. Loveland agrees to allow, and to the extent necessary will assist in making, necessary modifications to its SCADA system and physical security controls required to implement and maintain the Services in accordance with Exhibit A, and as directed by Platte River.
6. Compliance with NERC Critical Infrastructure Protection (CIP) Standards. Platte River agrees to perform the Services in compliance with the current mandatory and enforceable NERC CIP Standards. Notwithstanding the foregoing, Loveland shall be solely responsible for NERC CIP compliance including, but not limited to, audit preparation and participation, and the payment of any and all penalties. Loveland agrees to abide by Platte River CIP policies, procedures, and processes including, but not limited to, the following:
 - a. Platte River CIP Cyber Security Policy.
 - 1) Loveland shall make the CIP Cyber Security Policy available to all personnel having authorized cyber or authorized unescorted physical access to Service assets.
 - 2) Loveland shall submit attestation to Platte River that the CIP Cyber Security Policy is available to all personnel having authorized cyber or authorized unescorted physical access to Service assets.
 - b. Personnel Risk Assessment. A personnel risk assessment shall be conducted pursuant to Platte River's Personnel Risk Assessment program prior to any personnel being granted such access. Only personnel who pass the personnel risk assessment will be granted access. The personnel risk

assessment shall at a minimum include the following:

- 1) Loveland shall ensure that each personnel risk assessment be conducted according to Platte River specifications which include, at least but at the direction of Platte River may require more than, identity verification (e.g., Social Security Number verification in the U.S.) and seven-year criminal check.
- 2) Loveland shall update each personnel risk assessment at least every seven years after the initial personnel risk assessment, or for cause.
- 3) Loveland shall document the results of personnel risk assessments of its personnel having authorized cyber or authorized unescorted physical access to Service assets, and shall ensure that such personnel risk assessments are conducted pursuant to the current mandatory and enforceable NERC Standard CIP-004 or any such similar standard. Loveland shall keep and maintain all identity verification and seven-year criminal checks, including evidence that the checks were performed, for seven years. Loveland will provide all such documentation to Platte River within one business day upon request.
- 4) Loveland shall submit evidence acceptable to Platte River that the identity verification (e.g., Social Security Number verification in the U.S.) and seven-year criminal check has been completed according to Platte River personnel risk assessment standards prior to any personnel being granted such access.
 - a) The evidence need not include the identity verification (e.g., Social Security Number verification in the U.S.) and seven-year criminal check results, but must provide evidence (invoices, cover or summary report, etc) that they were performed.
- 5) Except as prohibited by applicable law, Loveland shall allow Platte River to audit associated documents and evidence, within thirty days of a change of personnel, or within one business day upon request.
- 6) Loveland shall notify Platte River Human Resources department within twelve hours when personnel having authorized cyber or authorized unescorted physical access to Service assets are terminated for cause, or immediately if Loveland believes that any

personnel having authorized cyber or authorized unescorted physical access to Service Assets present a security concern. Loveland shall notify Platte River Human Resources department within five business days from the time it is determined that access is no longer needed by personnel having authorized cyber or authorized unescorted physical access to Service assets.

- c. Loveland shall ensure that all personnel having authorized cyber or authorized unescorted physical access to Service assets have received proper training and ongoing quarterly awareness communications. Training and quarterly awareness communications shall be provided by Platte River.
7. Term. The Term of this Agreement shall be from the date first written above until terminated as provided in Paragraph 14 below.
 8. Appropriation. To the extent this Agreement constitutes a multiple fiscal year debt or financial obligation of Loveland, 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. Neither Platte River nor Loveland shall have any obligation to continue this Agreement in any fiscal year in which no such appropriation is made.
 9. Monitoring and Evaluation. Loveland reserves the right to monitor and evaluate the progress and performance of Platte River to ensure that the terms of this Agreement are being satisfactorily met in accordance with Loveland's and other applicable monitoring and evaluating criteria and standards. Platte River shall cooperate with Loveland relating to such monitoring and evaluation.
 10. Independent Contractor. The parties agree that Platte River shall be an independent contractor and shall not be an employee, agent, or servant of Loveland.
 11. Insurance Requirements.
 - a. Excess Liability Insurance. Platte River self insures up to One Million Dollars (\$1,000,000.00). Thereafter, Platte River maintains an excess liability insurance policy.
 - b. Comprehensive Automobile Liability Insurance. Platte River shall procure and keep in force during the duration of this Agreement a policy of comprehensive automobile liability insurance insuring Platte River 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 Platte River which are used in connection with the Services, whether the motor vehicles are owned, non-owned, or hired, with a combined single limit of at least One Million Dollars (\$1,000,000).

- c. Terms of Insurance. Insurance required by this Agreement may provide for deductible amounts as Platte River deems reasonable for the Services. No such policies shall be cancelable or subject to reduction in coverage limits except after ten days prior written notice to Loveland.
 - d. Workers' Compensation and Other Insurance. During the term of this Agreement Platte River shall procure and keep in force workers' compensation insurance and all other insurance required by any applicable law.
 - e. Evidence of Coverage. Upon request, Platte River shall furnish to Loveland certificates of insurance policies evidencing insurance coverage required by this Agreement.
 - f. Subcontracts. Platte River shall contract only with entities capable of performing the work for which they are retained. Platte River shall require all subcontractors to carry adequate levels of insurance and to name Loveland as an additional insured under the required policies. In addition, all contracts between Platte River and subcontractors for work under this Agreement shall name Loveland as a third party beneficiary of such contracts.
 - g. Property Insurance. Loveland shall maintain adequate property insurance, which insurance shall provide a waiver of subrogation in favor of Platte River. Upon request, Loveland shall provide documentation to Platte River confirming the existence of said property insurance with the waiver of subrogation language.
12. Indemnification. To the extent permitted by law, each party hereby covenants and agrees to indemnify, save, and hold harmless the other party, its officers, employees, and agents from any and all liability, loss, costs, charges, obligations, expenses, attorney's fees, litigation, judgments, damages, claims, and demands of any kind whatsoever arising from or out of any gross negligence or intentional misconduct of its officers, employees, or agents in the performance or nonperformance of its obligations under this Agreement.
13. Limitations of Liability. In recognition of the nature of the compensation

received for the Services rendered by Platte River under this Agreement, in no event will Platte River be liable to Loveland for any claim for damage to property of Loveland, whether such claim is in contract or tort, except as provided in Paragraph 12, above. IN NO EVENT WILL PLATTE RIVER BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES (INCLUDING NERC PENALTIES AS SET FORTH IN PARAGRAPH 6).

14. Termination.

a. Generally.

- 1) Loveland may terminate this Agreement without cause if it determines that such termination is in Loveland's best interest. Loveland shall effect such termination by giving written notice of termination to Platte River, specifying the effective date of termination, at least thirty-six calendar months prior to the effective date of termination. In the event of such termination by Loveland, Loveland shall be liable to pay Platte River for Services performed as of the effective date of termination. Platte River shall not perform any additional Services after the effective date of the termination unless otherwise instructed in writing by Loveland.
- 2) Platte River may terminate this Agreement without cause if it determines that such termination is in Platte River's best interest. Platte River shall effect such termination by giving written notice of termination to Loveland, specifying the effective date of termination, at least thirty-six calendar months prior to the effective date of termination.

- 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, and does not commence correction of such nonperformance or violation within seven calendar days of receipt of written notice and diligently completes the correction thereafter, the non-breaching party shall have the right to terminate this Agreement for cause immediately upon written notice of termination to the breaching party. In the event of such termination by Loveland, Loveland shall be liable to pay Platte River for Services performed as of the effective date of termination. Platte River shall not perform any additional Services following receipt of the notice of termination.

by the constitutions, statutes, and regulations of the State of Colorado and of the United States, and imposed upon Loveland by its Charter and Municipal Code, and, subject to such constraints, the parties intend to carry out the terms and conditions of this Agreement. Notwithstanding any other provision in this Agreement to the contrary, in no event shall either of the parties hereto exercise any power or take any action which shall be prohibited by applicable law.

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

CITY OF LOVELAND

By: _____
William D. Cahill, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

Assistant City Attorney

PLATTE RIVER POWER AUTHORITY

By: Jackie A. Sargent
Jackie A. Sargent, General Manager

ATTEST:

Christine A. Sargent
Assistant Secretary

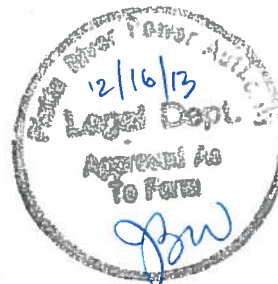
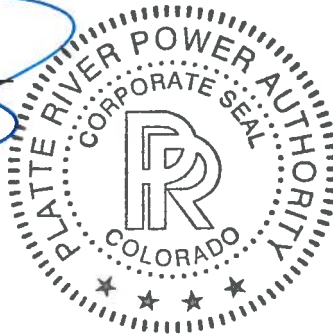


EXHIBIT A

Scope of Services

Platte River shall provide SCADA support for Loveland's SCADA system. This Exhibit A describes in general the work responsibilities that Platte River will assume, the manner in which those responsibilities will be performed, and the administrative activities that will support this work. If this Exhibit A is modified as set forth in Paragraph 1, a new Exhibit A will be substituted. The new Exhibit A will be executed by both the General Manager of Platte River and Director of Water and Power of the City of Loveland, and will include a revised effective date.

Staffing

Platte River will:

- Employ adequate staff to perform the Services. These employees may have other job responsibilities in addition to their responsibilities under this Agreement.
- Provide a single point of contact for Loveland staff. The single point of contact will distribute information from Loveland to Platte River staff.

Loveland will:

- Provide personnel to perform point to point checks.
- Provide a single point of contact for Platte River. The single point of contact will distribute information from Platte River to Loveland staff.

Scope of Work

Platte River will:

- Complete SCADA implementation tasks as outlined in **Exhibit B** and described in Platte River's document titled "City of Loveland SCADA Recommendations," dated October 16, 2013, as revised from time to time ("SCADA Recommendations").
- Perform SCADA maintenance tasks as outlined in **Exhibit B** and described in the SCADA Recommendations document.
- Provide SCADA support 24 hours per day, 7 days per week.
- Provide staffing to support SCADA projects.
- Provide budgetary estimates to Loveland.

Loveland will:

- Complete SCADA and compliance tasks as outlined in **Exhibit B**, and as directed by Platte River.
- Coordinate with Platte River to perform point to point checks.
- Provide adequate dedicated facilities, HVAC, and UPS to support Service assets.

- Allow authorized Platte River staff access to Service assets.

Administrative Support

Platte River will:

- Coordinate any SCADA activities with Loveland's single point of contact.
- Maintain documentation associated with SCADA system work.
- Coordinate purchases of Loveland owned SCADA hardware and software with Loveland's single point of contact.

Loveland will:

- Provide access to SCADA documentation necessary to perform the Services.
- Follow the SCADA callout procedure.
- Purchase items requested by Platte River.

Reimbursement

Platte River will:

- Provide a monthly invoice to Loveland for Services performed in accordance with Exhibit C.

Loveland will:

- Pay invoices submitted by Platte River on a timely basis.

Effective Date: January 1, 2014.

EXHIBIT B**Loveland SCADA Services/Responsibilities**

Task Description (System/Asset Owner)	Responsibility	Department	Contact
Naming Conventions (Loveland)	PRPA	SCADA Services	SCADA Engineer
SCADA Alarms - Programming & Maintenance (Loveland)	PRPA	SCADA Services	SCADA Engineer
SCADA Calculations - Programming & Maintenance	PRPA	SCADA Services	SCADA Engineer
SCADA Comm Channels (Loveland)	PRPA	SCADA Services	SCADA Engineer
SCADA Points - Programming & Maintenance (Loveland)	PRPA	SCADA Services	SCADA Engineer
SCADA Displays - Creation & Maintenance (Loveland)	PRPA	SCADA Services	SCADA Engineer
Survalent Hardware Upgrades (Loveland)	PRPA	SCADA Services	SCADA Engineer
Survalent Software Upgrades (Loveland)	PRPA	SCADA Services	SCADA Engineer
Redundant Survalent Server & Network (Loveland)	PRPA	SCADA Services	SCADA Engineer
SCADA Historian (Loveland)	PRPA	SCADA Services	SCADA Engineer
Cyber Asset Status Monitoring and Alerting (PRPA)	PRPA	SCADA Services	SCADA Engineer
SCADA System Backup and Recovery (PRPA)	PRPA	SCADA Services	SCADA Engineer
SCADA Test Network (Loveland)	PRPA	SCADA Services	SCADA Engineer
Security Patch Management (PRPA)	PRPA	SCADA Services	SCADA Engineer
Anti-virus (PRPA)	PRPA	SCADA Services	SCADA Engineer
Security Logging and Alerting (PRPA)	PRPA	SCADA Services	SCADA Engineer
Windows Domain Administration (PRPA)	PRPA	SCADA Services	SCADA Engineer
Access Reviews - Administrator (PRPA)	PRPA	SCADA Services	SCADA Engineer
Vulnerability Assessments (PRPA)	PRPA	SCADA Services	SCADA Engineer
System Hardening	PRPA	SCADA Services	SCADA Engineer
Secure File Transfer (PRPA)	PRPA	SCADA Services	SCADA Engineer

Electronic Security Perimeter (PRPA)	PRPA	SCADA Services	SCADA Engineer
Appropriate Use Banners (Loveland)	PRPA	SCADA Services	SCADA Engineer
Group Policy (PRPA)	PRPA	SCADA Services	SCADA Engineer
Physical Security Perimeter (PRPA)	PRPA	SCADA Services	SCADA Engineer
Cyber Security Policy (PRPA)	PRPA	SCADA Services	SCADA Engineer
Security Awareness and Training Program (PRPA)	PRPA	SCADA Services	SCADA Engineer
Access Control Program (PRPA)	PRPA	SCADA Services	SCADA Engineer
Change Control Program (PRPA)	PRPA	SCADA Services	SCADA Engineer
Cyber Security Incident Response Plan (PRPA)	PRPA	SCADA Services	SCADA Engineer
Backup and Recovery Procedures	PRPA	SCADA Services	SCADA Engineer
Information Protection Program (PRPA)	PRPA	SCADA Services	SCADA Engineer
Equipment Disposal Program (PRPA)	PRPA	SCADA Services	SCADA Engineer
SCADA Operator Certification and Testing	PRPA	SCADA Services	SCADA Engineer
SCADA Support - 24x7	PRPA	SCADA Services	SCADA Engineer
Cyber Security Training & Awareness (PRPA)	Loveland	Power Operations	Senior Electrical Engineer
Access Reviews - Owner (PRPA)	Loveland	Power Operations	Senior Electrical Engineer
Personnel Risk Assessment	Loveland	Human Resources	Senior Electrical Engineer
SCADA Alarms - Testing	Loveland	Power Operations - Engineering	Senior Electrical Engineer
SCADA Point to Point	Loveland	Power Operations - Engineering	Senior Electrical Engineer

If this Exhibit B is modified as set forth in Paragraph 1, a new Exhibit B will be substituted. The new Exhibit B will be executed by both the General Manager of Platte River and Director of Water and Power of the City of Loveland, and will include a revised effective date.

Effective Date: January 1, 2014.

EXHIBIT C**Cost of Services****Base Costs:**

Loveland shall pay Platte River \$147,122.00 per calendar year, to be billed monthly at the rate of \$12,260.17

Administrative and Incidental Costs:

In addition to the Base Costs above, Loveland shall pay Platte River for its administrative and incidental costs associated with the Services. Such costs shall be itemized in separate Work Orders and shall be included as a separate line item in the invoices submitted to Loveland.

If this Exhibit C is modified as set forth in Paragraph 2, a new Exhibit C will be substituted.


General Manager

Effective Date: January 1, 2014.



CITY OF LOVELAND
FIRE & RESCUE DEPARTMENT
 Administration Offices • 410 East Fifth Street • Loveland, Colorado 80537
 (970) 962-2471 • FAX (970) 962-2922 • TDD (970) 962-2620

AGENDA ITEM: 6
MEETING DATE: 1/7/2014
TO: City Council
FROM: Randy Mirowski, Fire & Rescue Department
PRESENTER: Randy Mirowski, Fire & Rescue Chief

TITLE:

An Ordinance on First Reading Enacting a Supplemental Budget and Appropriation to the 2014 City of Loveland Budget for the Reappropriation of Unexpended 2013 Funds for the Fire Station 2 Construction Project and the Appropriation of Additional Funds Needed to Complete the Project

RECOMMENDED CITY COUNCIL ACTION:

Conduct a public hearing and approve the ordinance on first reading.

OPTIONS:

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

SUMMARY:

This is an administrative action. The ordinance reappropriates the remaining balance of the 2013 appropriation for the project and adds funding for addition of the fourth bay to the project.

BUDGET IMPACT:

- Positive
 Negative
 Neutral or negligible

Most of the additional funding for the project is from reserves, which reduces the flexibility to fund other projects.

BACKGROUND:

REVIEWED BY CITY MANAGER: *William D. Cavill*

LIST OF ATTACHMENTS:

1. Ordinance

FIRST READING January 7, 2014

SECOND READING _____

ORDINANCE NO. _____

AN ORDINANCE ENACTING A SUPPLEMENTAL BUDGET AND APPROPRIATION TO THE 2014 CITY OF LOVELAND BUDGET FOR THE REAPPROPRIATION OF UNEXPENDED 2013 FUNDS FOR THE FIRE STATION 2 CONSTRUCTION PROJECT AND THE APPROPRIATION OF ADDITIONAL FUNDS NEEDED TO COMPLETE THE PROJECT

WHEREAS, the City has reserved funds not anticipated or appropriated at the time of the adoption of the City budget for 2014; and

WHEREAS, such funds include \$118,250 from General Fund 100 which constitutes a partial prepayment of an inter-fund loan from the Fire and Recreation CEF balances for land at the intersection of Highway 402 and Interstate 25 purchased in 2007 and shall be credited against the outstanding balance of that loan; 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 2014, 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 \$118,250 from fund balance in the General Fund 100 and \$2,733,270 from fund balance and \$40,000 from a donation in the Fire CEF Fund 264 are available for appropriation. Revenues in the total amount of \$2,891,520 are hereby appropriated for the construction of the new Fire Station 2. 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		118,250
Total Revenue		118,250
Appropriations		
100-91-999-0000-47264	Transfer to Fire CEF	118,250
Total Appropriations		118,250

**Supplemental Budget
Fire CEF Fund 264**

Revenues		
Fund Balance		2,733,270
264-00-000-0000-37100	Transfer From General Fund	118,250
264-00-000-0000-35305	Donations	40,000
Total Revenue		2,891,520
Appropriations		
264-22-222-0000-49360-GF1204	Construction	2,891,520
Total Appropriations		2,891,520

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).

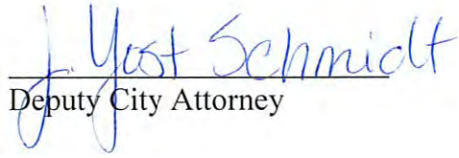
ADOPTED this ____ day of January, 2014.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



Deputy City Attorney



CITY OF LOVELAND
CITY MANAGER'S OFFICE

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

AGENDA ITEM: 7
MEETING DATE: 1/7/2014
TO: Mayor and City Council
FROM: Rod Wensing, Assistant City Manager
PRESENTER: Rod Wensing, Assistant City Manager

TITLE:

City of Loveland 2014 Legislative Policy Agenda

RECOMMENDED CITY COUNCIL ACTION:

A motion to adopt the 2014 City Council Legislative Policy Agenda.

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:

This is an administrative action. The Council Legislative Review Committee and City staff is recommending approval of the attached 2014 Loveland City Council Legislative Policy Agenda.

BUDGET IMPACT:

- Positive
 Negative
 Neutral or negligible

BACKGROUND:

The 2014 Council Legislative Review Committee members are Councilors Joan Shaffer, Chauncey Taylor and Ralph Trenary. As in the past, this Legislative Policy Agenda is purposely designed to allow maximum flexibility to the organization while still highlighting locally focused concerns and values for use by all Councilors and staff when approaching legislative issues at the State and Federal level. A draft 2014 document as well as a red-line version of the 2013 policy wording indicating the major changes was provided to Council in advance. No comments were received.

REVIEWED BY CITY MANAGER:

William A. Cahill

LIST OF ATTACHMENTS:

1. Proposed 2014 Loveland City Council Legislative Policy Agenda Brochure

CITY MANAGEMENT STAFF

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John Duval, City Attorney
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Steve Adams, Water & Power Director
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Luke Hecker, Police Chief
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Randy Mirowski, Fire Chief
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Keith Reester, Public Works Director
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Bill Westbrook, Information Technology Director
970-962-2330 bill.westbrook@cityofloveland.org

Brent Worthington, Finance Director
970-962-2300 brent.worthington@cityofloveland.org

LOVELAND, COLORADO

Loveland is a community of approximately 68,000 residents, located at the foot of the Rocky Mountains along Colorado's Front Range. It is central to the Northern Colorado region at the intersection of Interstate 25 and US Highway 34. Our community is rich with natural beauty, accentuated by the Big Thompson River and Lake Loveland at its heart. Our trails and parks systems showcase the natural beauty. Loveland is a nationally renowned center for art, particularly sculpture.

Loveland has a **Council-Manager form of government**. The citizens of Loveland passed their Home Rule Charter in May 1996. The City of Loveland provides a full range of services including: solid waste, electricity, water, sewer, storm water, fire, police, parks, recreation, street maintenance, airport, transit, library, museum, theater, public art, tourism and other traditional municipal services.

Sales tax and fees for services are the primary sources of revenue. Loveland collects its own sales tax. While citizens want to retain the right to vote on all new taxes, they voted in November 2011 to allow the City to keep revenues in excess of the TABOR revenue limit through 2024. Any excess revenues are restricted to specific purposes (i.e. parks, fire, and police).

POLICY AGENDA

This Executive Summary of the Loveland City Council Legislative Policy Agenda contains highlights of policy statements for use by Council members and staff in approaching legislative issues. The City of Loveland is an active member of the Colorado Municipal League and National League of Cities.

For additional information contact:

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Assistant City Manager
City of Loveland
500 E. Third Street
Loveland, Colorado 80537
970-962-2301
rod.wensing@cityofloveland.org
www.cityofloveland.org

**CITY OF LOVELAND
COLORADO****2014 Legislative Policy Agenda
Executive Summary****CITY COUNCIL**

Mayor Cecil Gutierrez

Dave Clark

Phil Farley

John Fogle

Troy Krenning

Hugh McKean

Joan Shaffer

Chauncey Taylor

Ralph Trenary

LEGISLATIVE REVIEW COMMITTEE

Councilor Joan Shaffer
Councilor Ralph Trenary
Councilor Chauncey Taylor

WATER RESOURCES

Loveland depends on water supplied from the Big Thompson River, the Colorado-Big Thompson Project and the Windy Gap Project. Our ability to fully develop and utilize these resources is crucial to our community's sustainability and success.

2014 SUMMARY POLICY STATEMENTS

Basin of Origin

Any transfer of native flows from Northern Colorado to other basins must compensate the native basin. Any basin of origin bill must not unduly inhibit Loveland's ability to acquire agricultural water rights and change the use of any such rights for inclusion in Loveland's water supply system.

Water Quality

Water quality proposals must not infringe on Loveland's ability to seek water court protection of its water rights.

Well Regulation

Well regulation proposals must ensure that junior well depletions are fully replaced so that senior water rights are fully protected.

Water Supply Development

Loveland would likely support policies designed to encourage water supply development within the existing framework of the Colorado water law.

Public Trust Doctrine

Loveland opposes any efforts to revise the administration of water rights that would change the stream flow regime for rivers and could damage Loveland's critical water supply planning efforts.

LOCAL CONTROL

Loveland strongly supports the preservation of local control.

We strongly support local control and home rule. The citizens of home rule municipal governments are entitled through the State Constitution to

maximum flexibility and discretion in levying taxes and fees, determining community goals, implementing local policy, and delivering public services. The City of Loveland can be most responsive to its citizens through the preservation of home rule authority, particularly as it pertains to labor/management relations, local police powers, the provision of municipal utility services and the administration of land use policy.

BUDGET

The City opposes state and federal mandates that are not funded by those levels of government.

Managing scarce resources is difficult at every level of government. The City of Loveland supports intergovernmental partnerships and collaborative problem solving. We are not in a position to be able to absorb the costs of programs mandated by federal and state governments.

HIGHWAY AND TRANSPORTATION FUNDING

Loveland supports efforts to increase funding for transportation needs.

Transportation is a priority. Loveland advocates for the development of regional transportation funding sources to assist with the solutions to the interstate and state highway infrastructure deficiencies.

Loveland also supports expanding the authority of local-taxing authorities to generate local matching funds for transportation improvements.

Congressional action on long term Federal transportation funding is essential to the economic health of Loveland and Northern Colorado, and. to support Loveland's ability to plan and assist local and regional economic development

URBAN RENEWAL AUTHORITY

Loveland supports policies that provide viable local financing mechanisms directed at transforming unproductive and unsafe property into an asset that creates value for the community.

TAX POLICY

Loveland advocates for a complete reevaluation of all of the components of Colorado's tax structure to arrive at a comprehensive solution to more appropriately address the impact of economic fluctuations equitably across all functional areas within the State budget. The burden of state-imposed tax relief should not be borne by local government.

Internet Sales Tax Collection

Loveland maintains that web-based internet businesses should be required to collect local sales taxes in a similar manner as brick and mortar businesses in order to create commerce equity.

Sales, Use and Franchise Tax

Loveland's viewpoint is that sales tax, use tax, or franchise tax regulation should not be used to create inequitable competitive marketplace advantages for one industry or company over another when they deliver similar services.

Motor Vehicle Use Tax

Loveland supports the current distribution of the Motor Vehicle use tax as allocated to the jurisdiction in which the vehicle is registered so that the tax can support the street maintenance effort where the vehicle is domiciled. Loveland supports continued utilization of FASTER fees to support local transit and transportation priorities.



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: 8
MEETING DATE: 1/7/2014
TO: City Council
FROM: Keith Reester, Public Works Department
PRESENTER: Jason Licon, Airport Director

TITLE:

An Ordinance on First Reading Enacting a Supplemental Budget and Appropriation to the 2014 Fort Collins/Loveland Municipal Airport Budget for State Grant Funding of an Internship

RECOMMENDED CITY COUNCIL ACTION:

Conduct a public hearing and approve the ordinance on first reading.

OPTIONS:

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

SUMMARY:

This is an administrative action. The State has provided funding for an additional internship at the Airport with a fifty percent matching requirement. The airport's approved 2014 Budget includes provisions for a single intern. The additional internship will require matching funds totaling \$16,640.

BUDGET IMPACT:

- Positive
 Negative
 Neutral or negligible

The match is from unassigned fund balance within the Airport Fund reducing flexibility to fund other projects. However, new funds are received for half the cost of the internship.

BACKGROUND:

The Airport has applied and was approved for a paid internship grant through the Colorado Department of Transportation Division of Aeronautics. The airport has had two successful

internship grants during the past two years, and participants were able to contribute to the operation of the airport and gain valuable experience. The Airport had budgeted for and was appropriated for one intern position, however due to the high level of success and the financial assistance from the State, the airport modified its grant application to include two positions which was approved by the Colorado Aeronautical Board. The internship is a fully immersed practical curriculum that teaches participants airport management, operations, and maintenance for up to 12 months at an airport in Colorado.

Students currently enrolled in, or recently graduated from, an accredited aviation management university or college degree program are eligible for participation. The State grant provides a 50% match funding for intern compensation when participating in this program.

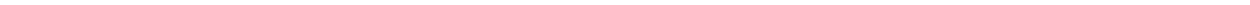


REVIEWED BY CITY MANAGER: *William D. Cahill*



LIST OF ATTACHMENTS:

1. Ordinance



FIRST READING January 7, 2014

SECOND READING _____

ORDINANCE NO. _____

AN ORDINANCE ENACTING A SUPPLEMENTAL BUDGET AND APPROPRIATION TO THE 2014 FORT COLLINS/LOVELAND MUNICIPAL AIRPORT BUDGET FOR STATE GRANT FUNDING OF AN INTERNSHIP

WHEREAS, the Airport has received and reserved funds not anticipated or appropriated at the time of the adoption of the City budget for 2014; and

WHEREAS, the City Council desires to authorize the expenditure of these funds by enacting a supplemental budget and appropriation to the Airport budget for 2014, 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 and reserves in the amount of \$16,640 from a State grant and \$16,640 from reserves in the Airport Fund 600 are available for appropriation. Revenues in the total amount of \$33,280 are hereby appropriated for an internship at the Airport. The spending agencies and funds that shall be spending the monies supplementally budgeted and appropriated are as follows:

**Supplemental Budget
Airport Fund 600**

Revenues		
Fund Balance		16,640
600-00-000-0000-38617	Contribution State of Colorado	16,640
Total Revenue		33,280
Appropriations		
600-23-290-0000-41012	Part-Time Salary	30,920
600-23-290-0000-41544	FICA	2,360
Total Appropriations		33,280

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

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 ____ day of January, 2014.

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) 962-2900 • TDD (970) 962-2620

AGENDA ITEM: 9
MEETING DATE: 1/7/2014
TO: City Council
FROM: Brent Worthington, Finance
PRESENTER: Brent Worthington, Finance Director

TITLE:

November 2013 Financial Report

RECOMMENDED CITY COUNCIL ACTION:

This is an information only item. No action is required.

SUMMARY:

The Snapshot Report includes the City's preliminary revenue and expenditures including detailed reports on tax revenue and health claims year to date, ending November 30, 2013.

BUDGET IMPACT:

- Positive
 Negative
 Neutral or negligible

BACKGROUND:

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 November 30, 2013. Citywide Revenue (excluding internal transfers) of \$210,764,654 is 101.0% of year to date (YTD) budget or \$2,103,561 over the budget. Sales Tax collections are 103.5% of the YTD budget or \$1,123,287 over budget. Building Material Use Tax is 128.1% of YTD budget, or \$329,989 over budget. Sales and Use Tax collections combined were 106.0% of YTD budget or \$2,127,114 over budget. When the combined sales and use tax for the current year are compared to 2012 for the same period last year, they are higher by 7.1% or \$2,492,416.

Citywide total expenditures of \$196,885,788 (excluding internal transfers) are 79.2% of the YTD budget or \$51,790,361 under the budget.

REVIEWED BY CITY MANAGER: *William D. Cavill*

LIST OF ATTACHMENTS:

1. November Snapshot Presentation
2. Snapshot Report for November 2013



Snapshot

November 2013

Brent Worthington
Finance Director

Presented
January 7, 2014

November 2013 Snapshot

- Citywide Revenue
 - \$210.8 million, excluding transfers
 - 1.0% above budget projections

- Citywide Expenditures
 - \$196.9 million, excluding transfers
 - 20.8% below budget projections

- Citywide revenues exceed expenditures by \$13.9 million.

November 2013 Snapshot

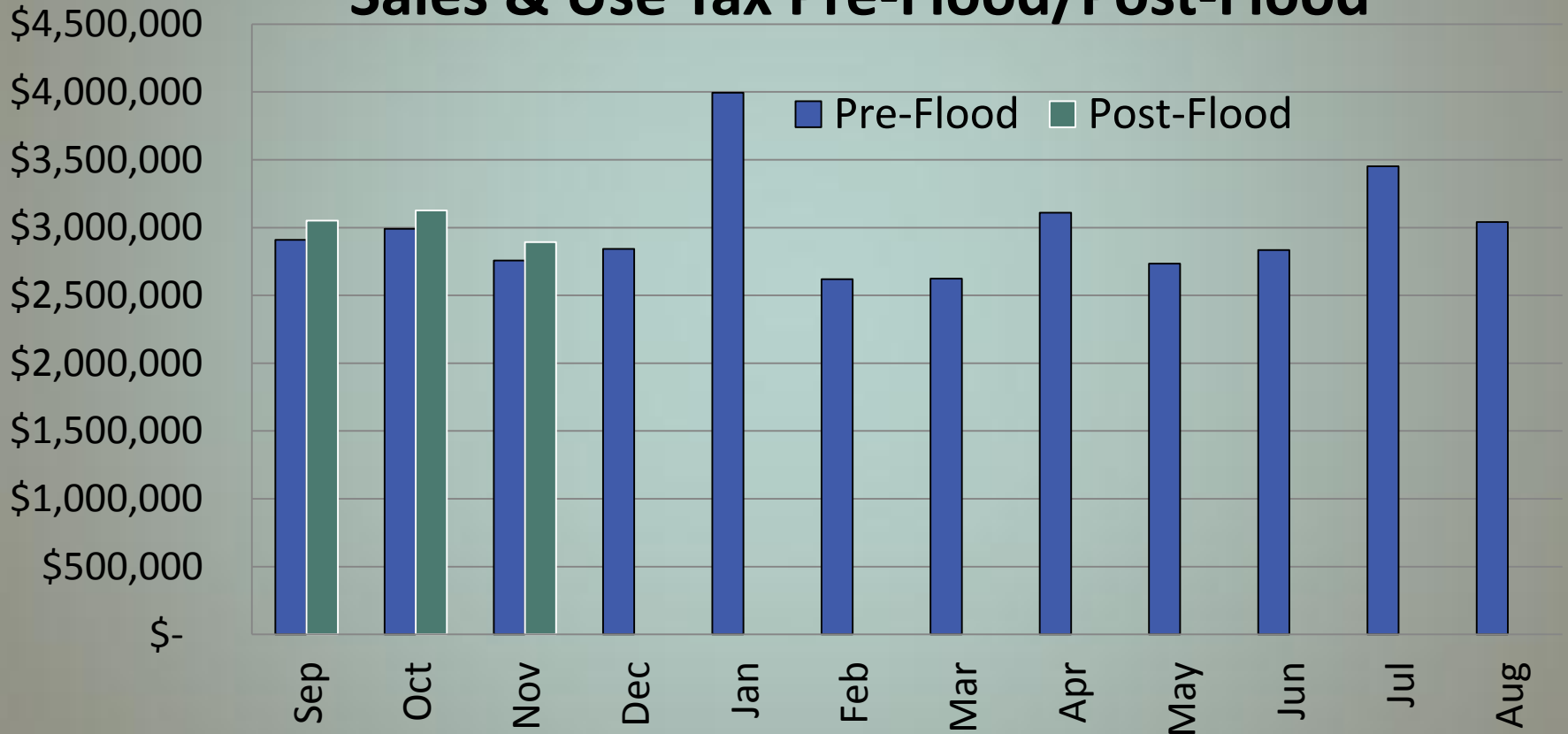
- General Fund Revenue
 - \$68.6 million YTD, excluding transfers
 - 5.8% above YTD Budget
 - 7.9% above same period last year

- Sales and Use Tax Revenue
 - \$37.5 million YTD
 - 6.0% above budget projections
 - 7.1% above same period as last year

- Sales Tax only
 - \$33.5 million YTD
 - 3.5% above budget projections
 - 6.8% above same period last year

November 2013 Snapshot

Sales & Use Tax Pre-Flood/Post-Flood



November 2013 Snapshot

- General Fund Expenditures
 - \$52.5 million YTD, excluding transfers
 - 11.0% below budget projections

- General Fund Revenues Exceed Expenditures by \$13.1 million

- Health Claims
 - November Claims \$539,178
 - 2013 YTD increased from \$6.0 mil to \$7.4 mil from same time as last year (23.1%)

November 2013 Snapshot

➤ November “All Other Areas” on Geo Map

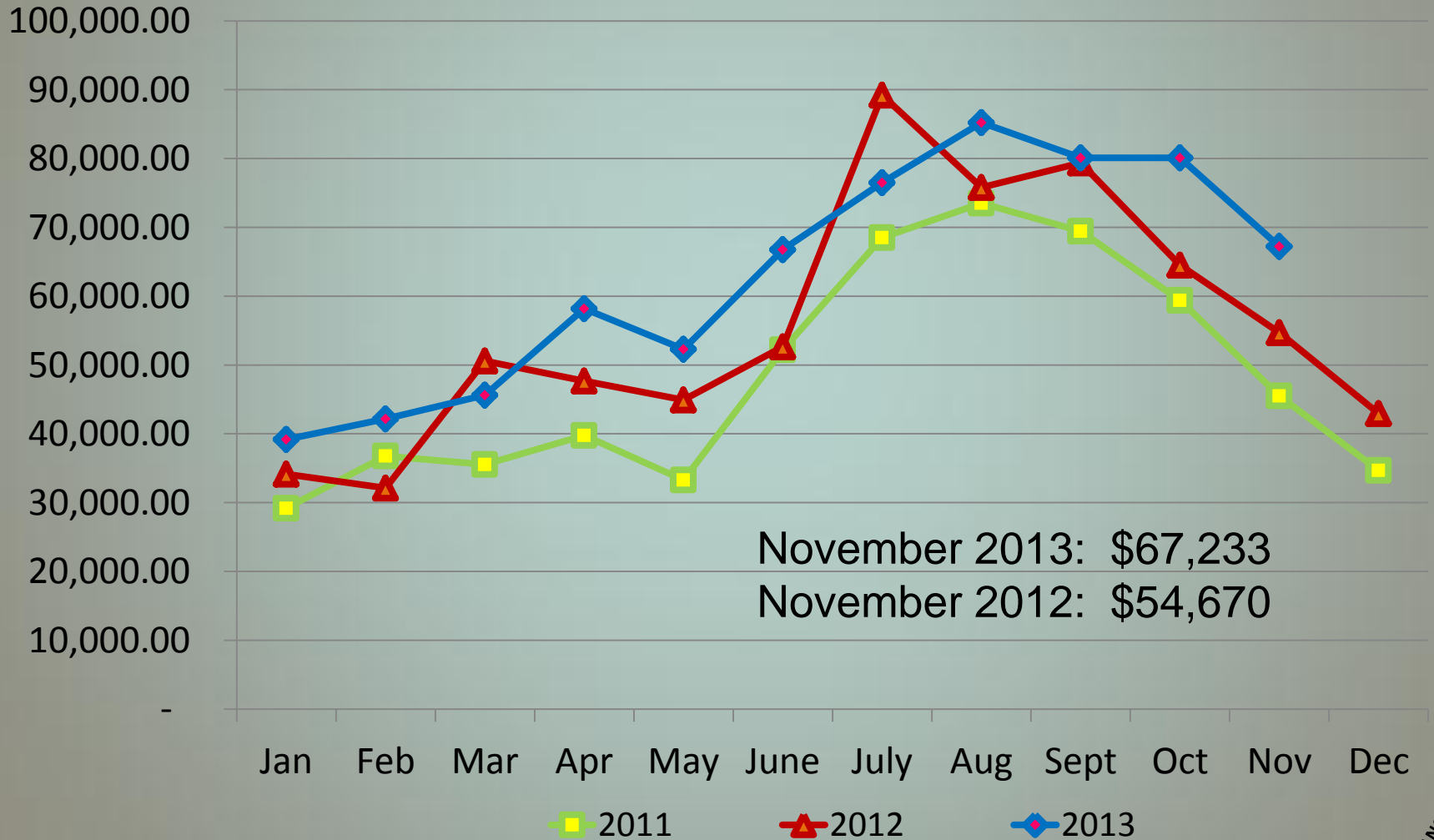
OCO Total	\$ 197,162.40	Out of Colorado
CNL Total	154,357.62	Colorado Not Loveland
OCL Total	7,399.36	Out of City limits
INT Total	3,449.40	Internet
INN Total	7.75	Innoprise Conversion
PEN Total	(20.00)	Pending (Application filed on-line for new account)
Grand Total	\$ 362,356.53	

➤ Other highlights

- Lodging tax YTD is \$693,402 (22.9% higher than 2012 YTD).

Lodging Tax Comparison

Lodging Tax



November 2013: \$67,233

November 2012: \$54,670



Flood Report

Cost Estimates		
Operational	\$2,780,000	
Business Assistance	1,200,000	
Capital	26,530,000	
Total	\$30,510,000	

Actual Expenditures		
	<u>November</u>	<u>To Date</u>
Total	1,181,384	3,352,782

Reimbursements Applied For		
	<u>November</u>	<u>To Date</u>
FEMA	8,592,557	9,095,619
CIRSA	318,384	318,384
Other		
Total	\$ 8,910,941	\$ 9,414,003

Reimbursements Received		
	<u>November</u>	<u>To Date</u>
FEMA	\$ -	\$ -
CIRSA	250,000	250,000
Other	-	-
Total	\$ 250,000	\$ 250,000



November 2013 Snapshot



Questions?

Brent Worthington
Finance Director

Presented
January 7, 2014

Snapshot

Monthly Financial Report

November 2013

A Snapshot In Time

- ◇ Citywide Revenue, excluding transfers between funds, \$210.8 million (1.0% above budget projections)
- ◇ Sales & Use Tax Collection, \$37.5 million (6.0% above budget projections)
- ◇ Citywide Expenditures, excluding transfers between funds, \$196.9 million (20.8% below budget projections)
- ◇ Citywide Year-To-Date Revenues exceed Year-To-Date Expenditures by \$13.9 million
- ◇ General Fund Revenue, excluding transfers between funds, \$68.6 million (5.8% above budget projections)
- ◇ General Fund Expenditures, excluding transfers between funds, \$52.5 million, (11.0% below budget projections)
- ◇ General Fund Revenues exceed Expenditures by \$13.1 million

Citywide Revenues & Expenditures 2-3

General Fund Revenues & Expenditures 4-5

Capital Projects 5

Tax Totals & Comparison 6-9

Geo Codes & Sales Tax SIC 10-12

Health Care Claims 13

Activity Measures 14

The Sales / Use Tax Basics

November 2013	Sales Tax	Motor Vehicle Use Tax	Building Materials Use Tax	Combined
Budget 2013	\$ 32,355,740	\$ 1,846,600	\$ 1,175,930	\$ 35,378,270
Actual 2013	33,479,027	2,520,438	1,505,918	37,505,383
% of Budget	103.5%	136.5%	128.1%	106.0%
Actual 2012	\$ 31,345,918	\$ 2,278,402	\$ 1,389,649	\$ 35,013,969
Change from prior year	6.8%	10.6%	8.4%	7.1%

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 ongoing processes designed to ensure that the City retains a healthy financial outlook.

2013 Flood: The 2013 Flood resulted in some businesses being closed during the clean-up/restoration process. In addition, reduced traffic on U.S. 34 due to the closure at the canyon may have reduced sales in businesses along the 34 Corridor. Tracking the impact of the flood on retail sales will provide important information related to the sustainability of City finances due to the flood event. Pre-flood to post flood tracking on a monthly basis began in the September 2013 Snapshot. Sales tax revenue for the three months included is above the previous year by \$412,375 or 4.8%.



Citywide Revenues & Expenditures

Combined Statement of Revenues and Expenditures				
November 2013				
REVENUE	Current Month	YTD Actual	YTD Revised Budget	% of Budget
General Governmental				
1	General Fund	\$ 5,535,647	\$ 68,594,137	\$ 64,839,635 105.8%
2	Special Revenue	840,209	7,540,002	9,123,018 82.6% ¹
3	Other Entities	2,936,526	25,537,158	27,166,783 94.0% ²
4	Internal Service	1,361,130	15,552,298	15,185,090 102.4%
5	<i>Subtotal General Govt Operations</i>	<i>10,673,512</i>	<i>117,223,596</i>	<i>116,314,526 100.8%</i>
6	Capital Projects	356,508	8,270,128	5,973,568 138.4%
Enterprise Fund				
7	Water & Power	5,297,966	72,386,585	73,022,700 99.1%
8	Stormwater	348,276	3,975,406	3,974,557 100.0%
9	Golf	73,481	3,286,821	3,567,280 92.1% ³
10	Solid Waste	546,553	5,622,117	5,808,462 96.8%
11	<i>Subtotal Enterprise</i>	<i>6,266,276</i>	<i>85,270,929</i>	<i>86,372,999 98.7%</i>
12	Total Revenue	\$ 17,296,297	\$ 210,764,654	\$ 208,661,093 101.0%
	<i>Prior Year External Revenue</i>		182,767,763	
	<i>Increase From Prior Year</i>		15.3%	
13	Internal Transfers	144,972	3,756,700	33,396,270 11.2%
14	Grand Total Revenues	\$ 17,441,269	\$ 214,521,354	\$ 242,057,363 88.6%
EXPENDITURES				
General Governmental				
15	General Fund	5,390,173	51,749,644	57,582,136 89.9%
16	Special Revenue	700,723	10,792,812	8,354,620 129.2% ⁴
17	Other Entities	914,318	21,102,025	22,280,128 94.7%
18	Internal Services	1,552,269	14,466,206	15,902,550 91.0%
19	<i>Subtotal General Gov't Operations</i>	<i>8,557,484</i>	<i>98,110,688</i>	<i>104,119,433 94.2%</i>
20	Capital	3,415,180	31,486,588	71,154,779 44.3%
Enterprise Fund				
21	Water & Power	5,065,176	58,002,883	63,969,350 90.7% ⁶
22	Stormwater	150,396	2,348,240	2,052,043 114.4% ⁵
23	Golf	205,288	2,611,730	2,793,229 93.5%
24	Solid Waste	388,860	4,325,660	4,587,316 94.3%
25	<i>Subtotal Enterprise</i>	<i>5,809,720</i>	<i>67,288,512</i>	<i>73,401,938 91.7%</i>
26	Total Expenditures	\$ 17,782,384	\$ 196,885,788	\$ 248,676,149 79.2%
	<i>Prior Year External Expenditures</i>		179,215,553	
	<i>Increase (-Decrease) From Prior Year</i>		9.9%	
27	Internal Transfers	134,732	3,756,700	33,403,660 11.2%
28	Grand Total Expenditures	\$ 17,917,116	\$ 200,642,488	\$ 282,079,809 71.1%

¹ Lower than anticipated Transportation intergovernmental revenue due to the timing of grant drawdowns, lower than anticipated State Revenue Sharing from HUTF and motor vehicle fees, and Transportation Utility Fees coming in lower than anticipated.

² Timing of the drawdown of Federal grants to the Airport related to capital projects.

³ Lower than anticipated revenue resulting from inclement weather and flooding.

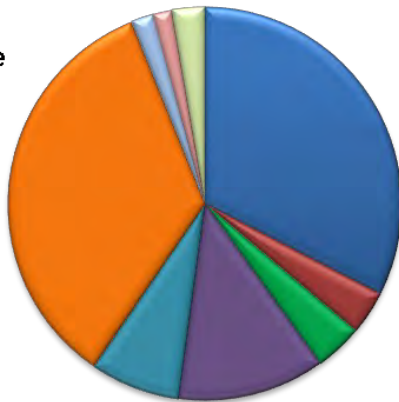
⁴ Repairs and Maintenance budgeted for as capital construction; offset by savings in capital accounts in line 20.

⁵ Budgeted Stormwater repair and maintenance work was able to begin sooner than originally planned.

⁶ Budgeted Flood repairs not completed.

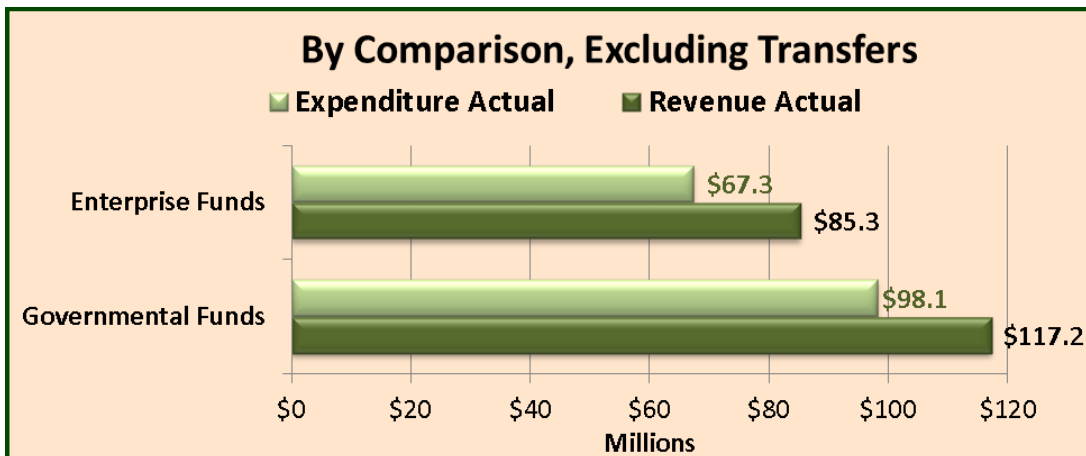
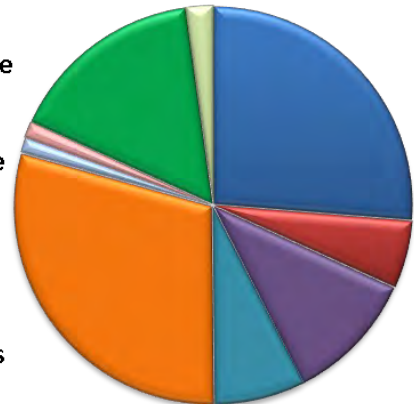
YTD Operating Revenues of \$210.8 Million

- General Fund
- Special Revenue
- Capital Projects
- Other Entities
- Internal Service
- Utilities
- Stormwater
- Golf
- Solid Waste



YTD Operating Expenditures of \$196.9 Million

- General Fund
- Special Revenue
- Other Entities
- Internal Service
- Utilities
- Stormwater
- Golf
- Capital Projects
- Solid Waste



- ◆ General Fund Revenue, excluding transfers between funds, \$68.6 million (5.8% above budget projections)
 - * 7.9% above 2012 YTD
- ◆ General Fund Expenditures, excluding capital and transfers between funds, \$52.5 million (11.0% below budget projections)
 - * 3.0% below 2012 YTD
- ◆ Water & Power Revenue, excluding transfers between funds, \$72.4 million (0.9% below budget projections)
 - * 5.1% above 2012 YTD
- ◆ Water & Power Expenditures, excluding transfers between funds, \$58 million (9.3% below budget projections)
 - * 13.4% above 2012 YTD
- ◆ Other Entities Fund Revenue, excluding transfers between funds, \$25.5 million (6.0% below budget projections)
 - * 13.3% above 2012 YTD
- ◆ Other Entities Expenditures, excluding capital and transfers between funds, \$21.1 million (5.3% below budget projections)
 - * 1.2% above 2012 YTD

General Fund Revenues & Expenditures

General Fund Revenue & Expenditures November 2013				
REVENUES	Current Month	YTD Actual	YTD Revised Budget	% of Budget
1 Taxes				
2 Property tax	\$ 23,015	\$ 7,437,577	\$ 7,286,660	102.1%
3 Sales tax	2,892,986	33,479,027	32,355,740	103.5%
4 Building use tax	91,453	1,505,919	1,175,930	128.1% ¹
5 Auto use tax	296,227	2,520,438	1,846,600	136.5%
6 Other taxes	308,842	2,721,232	2,187,790	124.4%
7 Intergovernmental	15,773	501,335	376,930	133.0%
8 License & permits				
9 Building permits	115,213	1,428,360	1,212,310	117.8%
10 Other permits	5,281	155,935	208,987	74.6%
11 Charges for services	898,130	11,002,731	10,506,117	104.7%
12 Fines & forfeitures	69,065	820,469	979,900	83.7% ²
13 Interest income	45,576	230,909	311,810	74.1% ³
14 Miscellaneous	774,086	6,790,205	6,390,861	106.2%
15 <i>Subtotal</i>	5,535,647	68,594,137	64,839,635	105.8%
16 Interfund transfers	6,570	122,240	155,040	78.8%
17 Total Revenue	\$ 5,542,217	\$ 68,716,377	\$ 64,994,675	105.7%
EXPENDITURES				
Operating Expenditures				
18 Legislative	10,144	104,582	126,379	82.8%
19 Executive & Legal	170,955	2,113,633	2,327,342	90.8% ⁵
20 Economic Development	274,564	1,519,149	3,507,362	43.3% ⁴
21 Cultural Services	105,146	1,456,423	1,720,145	84.7% ⁶
22 Development Services	263,776	2,598,704	3,078,718	84.4% ⁷
23 Finance	323,392	3,486,256	3,861,052	90.3% ⁸
24 Fire & Rescue	-	14,496	20,970	69.1%
25 Human Resources	89,780	859,766	940,362	91.4% ⁹
26 Information Technology	351,048	3,131,501	3,525,066	88.8% ¹⁰
27 Library	217,770	2,439,270	2,510,064	97.2%
28 Parks & Recreation	925,951	8,133,469	9,093,356	89.4% ¹¹
29 Police	1,371,380	15,093,166	15,527,787	97.2%
30 Public Works	371,453	4,282,467	4,817,103	88.9% ¹²
31 Non-Departmental	952,626	7,248,197	7,891,630	91.8%
32 <i>Subtotal Operating</i>	5,427,985	52,481,080	58,947,336	89.0%
33 Internal Transfers	122,813	3,177,211	9,355,510	34.0%
34 Total Expenditures	\$ 5,550,799	\$ 55,658,290	\$ 68,302,846	81.5%

¹ Higher than projected use tax revenue from auto sales and building activity above projected volume.

² Lower than projected revenue from traffic fines, parking fines, and fines for municipal ordinance violations.

³ Lower than projected revenue from interest income due to lower than projected rates.

⁴ Lower than budgeted expense in Economic Development Department for the Economic Incentive account.

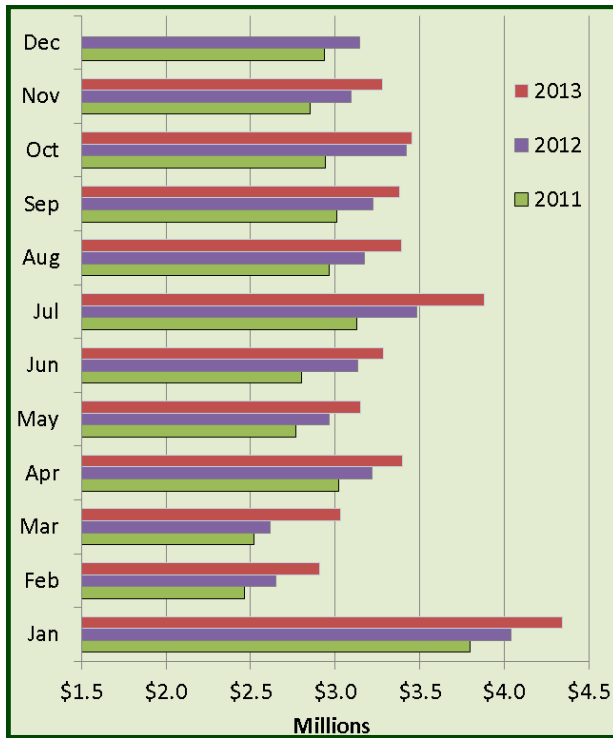
⁵ Lower than budgeted expense in the Executive Department due to late billing of the election costs. ----->

Monthly Financial Report

- ⁶ Lower than budgeted expense in Cultural Services due to timing of expenses for building rental for the collection storage and for parking space.
- ⁷ Lower than budgeted expense in Development Services due to timing of expenses for the Highway 287 Corridor Plan.
- ⁸ Lower than budgeted expense in Finance due to vacancies.
- ⁹ Lower than budgeted expense in Human Resources due to lower than anticipated operating costs.
- ¹⁰ Lower than budgeted expense in Information Technology due to lower than anticipated computer replacement costs and telephone repair expense.
- ¹¹ Lower than budgeted expense in Parks in Recreation due to timing of flood repair expense.
- ¹² Lower than budgeted expense in Public Works due vacancies and to timing of flood repair expense for facilities.

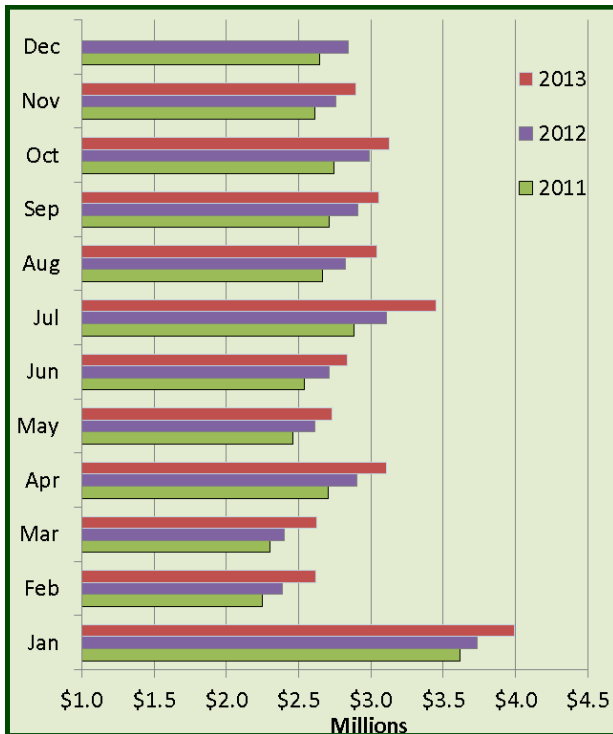
Capital Projects \$500,000+

Project Title	2013 Budget	2013 Expenditures	Remaining 2013 Budget	% of 2013 Budget (Exp/Bud)
Water Capital				
Water Treatment Plant Phase II Expansion (38 MGD)	\$ 2,143,200	\$ 1,112,650	\$ 1,030,550	51.92%
Filter Plant No. 2 Pipe Gallery Improvements	943,110	941,553	1,557	99.83%
W 29th St. & W 1st St. Water Line Replacement	725,910	38,152	687,758	5.26%
Morning Drive Alternate Waterline 30"	989,100	959,671	29,429	97.02%
2013 Small Diameter Waterline Replacement	1,030,320	21,698	1,008,622	2.11%
Raw Water Capital				
Windy Gap Firming Project	1,218,000	81,225	1,136,775	6.67%
Purchase of Colorado-Big Thompson Project (CBT)	820,090	-	820,090	0.00%
Wastewater Utility Capital				
Digester Mixing System	1,200,000	-	1,200,000	0.00%
Digester Building Code Compliance	900,000	-	900,000	0.00%
South Horseshoe Lift Station Submersible	1,361,690	664,241	697,449	48.78%
Power Capital				
East Sub to Crossroads Sub on Railroad	1,379,730	1,343,497	36,233	97.37%
Horseshoe Sub along Hwy 287 to 29th St.	1,338,300	47,789	1,290,511	3.57%
Airport Sub North to Crossroads and South to Kendall Pkwy	683,260	547,796	135,464	80.17%
Callisto (vault 2716) East along 5th, North on Boyd Lake to railroad xing	570,000	2,157	567,843	0.38%
SW219 on old railroad North on VanBuren, East on 22nd to SW126	670,250	15,503	654,747	2.31%
Crossroads Substation - purchase new transformer	600,000	-	600,000	0.00%
Crossroads Substation - new switgear & transformer install	512,900	-	512,900	0.00%
Stormwater Capital				
29th and Monroe Outfall (Dry Creek)	1,000,000	-	1,000,000	0.00%
MeHaffey Park Regional Detention Pond	569,450	67,341	502,109	11.83%
Streets Transportation Program				
2013 Street Rehabilitation	4,441,840	4,041,581	400,259	90.99%
Fiber Optic Network to Signals and Other Facilities	1,071,130	39,055	1,032,075	3.65%
Boise & 37th Intersection Improvements	540,060	87,868	452,192	16.27%
All Other				
Facilities Maintenance Capital Projects	500,000	590,506	(90,506)	118.10%
Open Lands Acquisition	1,923,130	835,371	1,087,759	43.44%
Fire Station 2 Relocation	3,596,300	896,399	2,699,901	24.93%
Service Center Phase III	13,312,060	2,287,127	11,024,933	17.18%
Vehicle Wash	1,600,000	-	1,600,000	0.00%
Mehaffey Park	8,110,560	1,663,383	6,447,177	20.51%
River's Edge Natural Area	\$ 1,808,840	\$ 1,658,275	\$ 150,565	91.68%



Sales & Use Tax

	2011	2012	2013	2013 Budget	+ / - Budget
Jan	\$ 3,799,760	\$ 4,039,678	\$ 4,345,836	\$ 4,136,490	5.1%
Feb	2,465,447	2,649,229	2,906,780	2,528,010	15.0%
Mar	2,517,162	2,618,052	3,033,347	3,028,120	0.2%
Apr	3,022,770	3,215,437	3,397,074	3,286,040	3.4%
May	2,769,526	2,966,032	3,150,201	2,991,970	5.3%
Jun	2,800,184	3,136,014	3,284,808	3,127,370	5.0%
Jul	3,129,254	3,480,123	3,882,561	3,495,310	11.1%
Aug	2,961,686	3,171,055	3,392,757	3,154,400	7.6%
Sep	3,008,637	3,225,155	3,379,303	3,211,640	5.2%
Oct	2,944,433	3,421,098	3,452,052	3,327,150	3.8%
Nov	2,853,360	3,092,095	3,280,666	3,091,770	6.1%
Dec	2,933,671	3,142,793		3,141,380	
	\$35,205,889	\$38,156,762	\$37,505,384	\$38,519,650	
YTD	\$32,272,219	\$35,013,969	\$37,505,384	\$35,378,270	6.0%

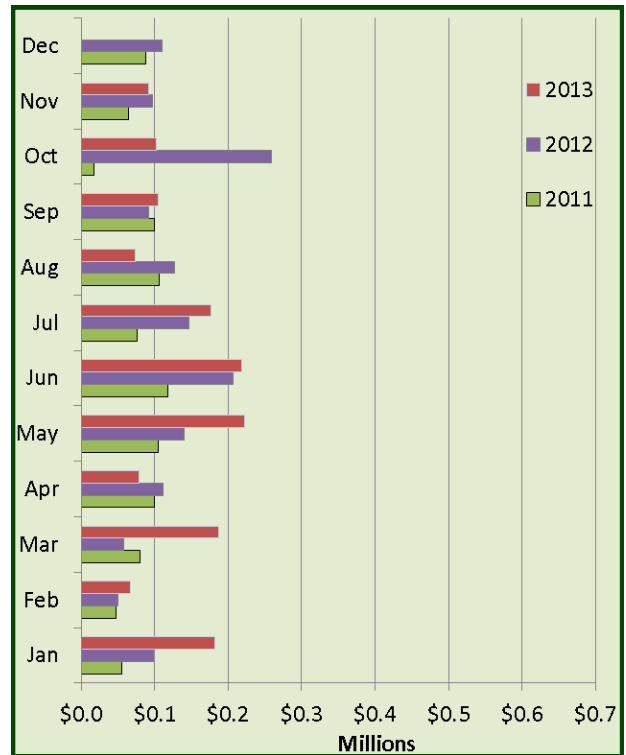


Retail Sales Tax

	2011	2012	2013	2013 Budget	+ / - Budget
Jan	\$ 3,613,881	\$ 3,733,309	3,995,194	\$ 3,909,960	2.2%
Feb	2,249,749	2,390,409	2,619,453	2,285,380	14.6%
Mar	2,299,237	2,403,380	2,622,808	2,715,660	-3.4%
Apr	2,702,024	2,905,558	3,109,701	3,008,620	3.4%
May	2,462,213	2,614,500	2,733,983	2,710,640	0.9%
Jun	2,536,541	2,711,906	2,835,171	2,878,350	-1.5%
Jul	2,882,075	3,105,564	3,453,149	3,210,310	7.6%
Aug	2,667,674	2,823,319	3,039,219	2,866,890	6.0%
Sep	2,710,738	2,909,008	3,051,797	2,909,990	4.9%
Oct	2,746,866	2,991,033	3,125,566	3,035,070	3.0%
Nov	2,610,980	2,757,932	2,892,986	2,824,870	2.4%
Dec	2,647,162	2,841,959		2,863,910	
	\$32,129,139	\$34,187,877	\$33,479,027	\$35,219,650	
YTD	\$29,481,978	\$31,345,918	\$33,479,027	\$32,355,740	3.5%

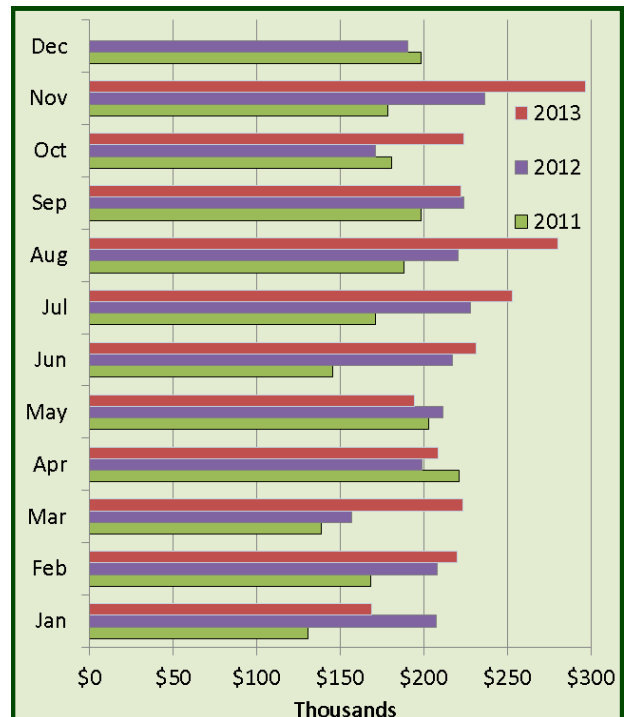
Building Materials Use Tax

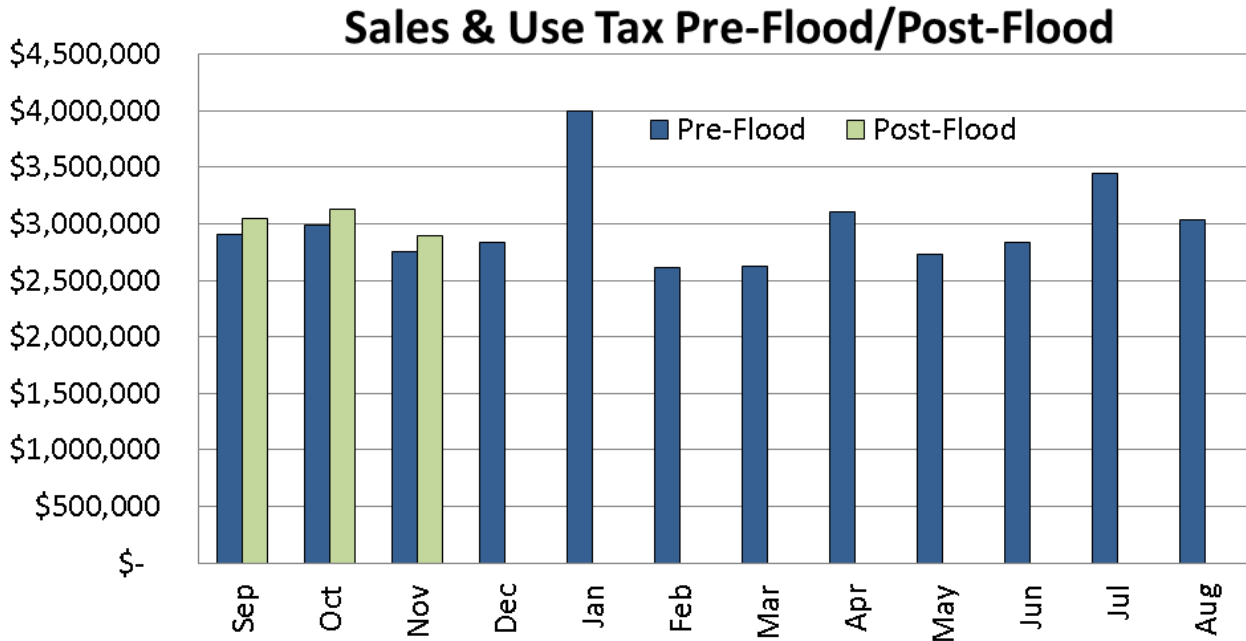
	2011	2012	2013	2013 Budget	+ / - Budget
Jan	\$ 55,542	\$ 99,108	\$ 181,907	\$ 85,270	113.3%
Feb	47,621	50,703	67,440	83,620	-19.3%
Mar	79,590	57,845	187,222	164,570	13.8%
Apr	99,569	111,197	79,229	110,120	-28.1%
May	104,373	140,470	221,834	104,700	111.9%
Jun	118,318	207,024	218,722	100,770	117.1%
Jul	76,488	146,570	176,829	108,080	63.6%
Aug	105,871	127,261	73,524	104,580	-29.7%
Sep	99,544	92,415	105,174	117,480	-10.5%
Oct	17,021	259,279	102,584	96,490	6.3%
Nov	64,211	97,778	91,453	100,250	-8.8%
Dec	88,033	110,414		124,070	
	\$956,181	\$1,500,063	\$1,505,918	\$1,300,000	
YTD	\$868,148	\$1,389,649	\$1,505,918	\$1,175,930	28.1%



Motor Vehicle Use Tax

	2011	2012	2013	2013 Budget	+ / - Budget
Jan	\$ 130,337	\$ 207,261	\$ 168,734	\$ 141,260	19.4%
Feb	168,077	208,117	219,886	159,010	38.3%
Mar	138,335	156,828	223,317	147,890	51.0%
Apr	221,177	198,682	208,144	167,300	24.4%
May	202,940	211,062	194,384	176,630	10.1%
Jun	145,325	217,084	230,915	148,250	55.8%
Jul	170,691	227,989	252,583	176,920	42.8%
Aug	188,141	220,475	280,014	182,930	53.1%
Sep	198,355	223,732	222,332	184,170	20.7%
Oct	180,546	170,786	223,902	195,590	14.5%
Nov	178,169	236,385	296,227	166,650	77.8%
Dec	198,476	190,420		153,400	
	\$2,120,569	\$2,468,822	\$2,520,438	\$2,000,000	
YTD	\$1,922,093	\$2,278,402	\$2,520,438	\$1,846,600	36.5%





	Pre-Flood	Post-Flood
Sep	\$ 2,909,008	\$ 3,051,797
Oct	2,991,034	3,125,566
Nov	2,757,932	2,892,986
Dec	2,841,959	
Jan	3,995,194	
Feb	2,619,453	
Mar	2,622,808	
Apr	3,109,701	
May	2,733,983	
Jun	2,835,171	
Jul	3,452,149	
Aug	3,040,219	
	\$ 35,908,611	\$ 9,070,349















Cost Estimates		
Operational	\$2,780,000	
Business Assistance	1,200,000	
Capital	26,530,000	
Total	\$30,510,000	

Actual Expenditures		
	November	To Date
Total	1,181,384	3,352,782

Reimbursements Applied For		
	November	To Date
FEMA	8,592,557	9,095,619
CIRSA	318,384	318,384
Other		
Total	\$ 8,910,941	\$ 9,414,003

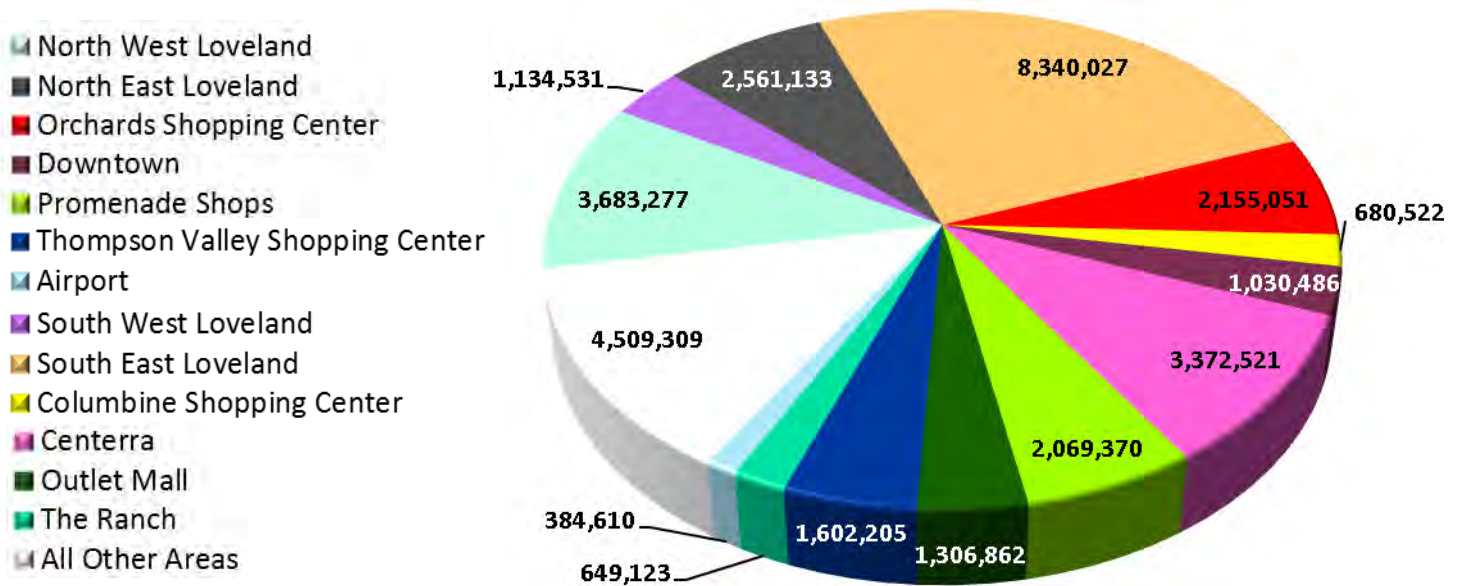
Reimbursements Received		
	November	To Date
FEMA	\$ -	\$ -
CIRSA	250,000	250,000
Other	-	-
Total	\$ 250,000	\$ 250,000



Geographical Area		YTD 2013	YTD 2012	Change
South East Loveland		\$ 8,340,027	\$ 7,833,198	6.5%
North West Loveland		3,683,277	3,607,896	2.1%
Centerra		3,372,521	3,034,209	11.1%
North East Loveland		2,561,133	2,350,992	8.9%
Orchards Shopping Center		2,155,051	1,933,091	11.5%
Promenade Shops		2,069,370	2,060,083	0.5%
Thompson Valley Shopping Center		1,602,205	1,498,718	6.9%
Outlet Mall		1,306,862	1,264,115	3.4%
South West Loveland		1,134,531	1,062,023	6.8%
Downtown (1)		1,030,486	944,597	9.1%
Columbine Shopping Center		680,522	650,049	4.7%
The Ranch		649,123	605,080	7.3%
Airport		384,610	376,408	2.2%
All Other Areas (2)		4,509,309	4,125,458	9.3%
Total		\$33,479,027	\$31,345,918	6.8%

(1) There has been an increase in tax licenses issued in the Downtown area, and established retailers' sales are trending up.

(2) Refers to sales tax remitted by vendors who are located outside of the City but make sales to customers within Loveland.



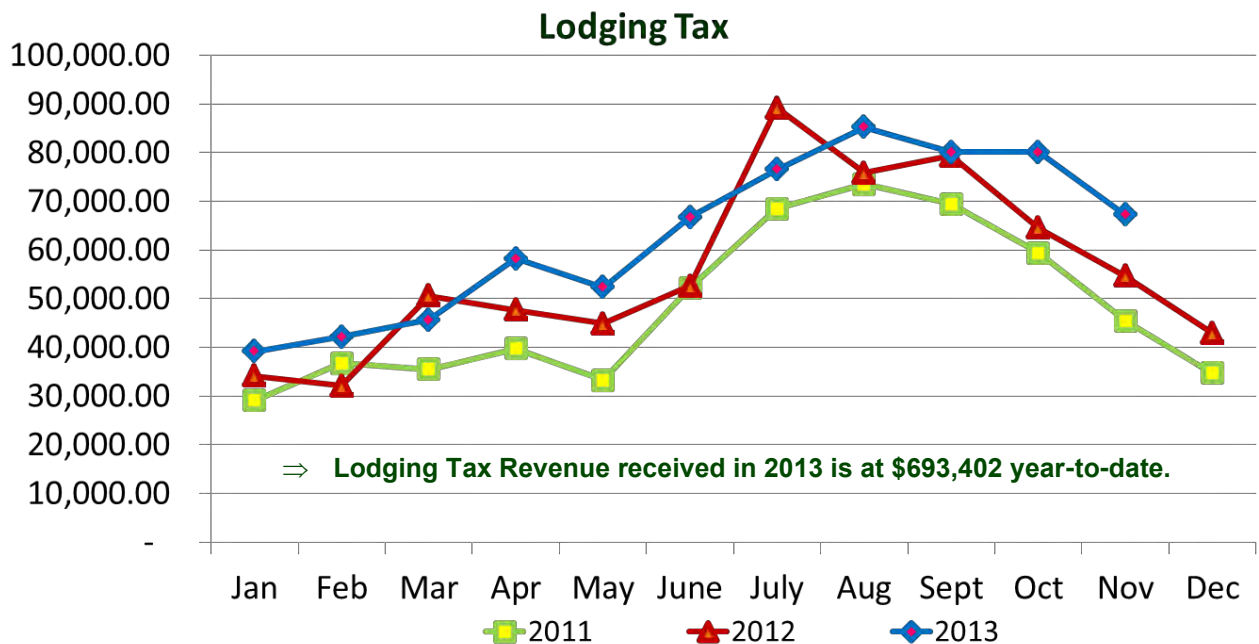
Map →

Sales Tax Collections

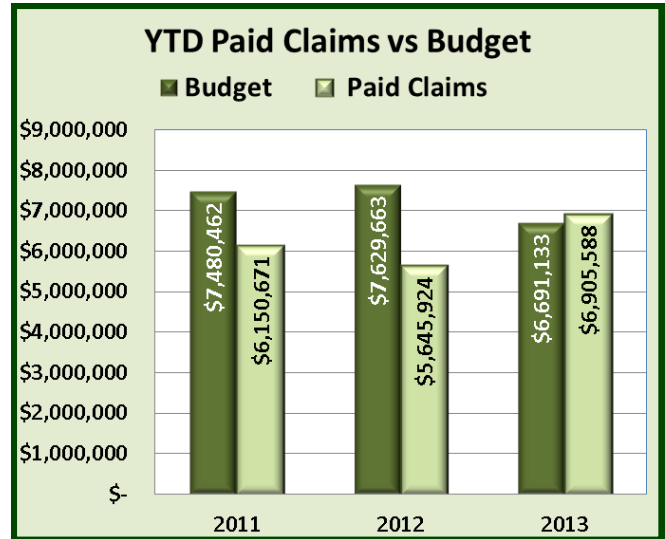
Description	YTD 2013	YTD 2012	\$ Change	% Change	% of Total	Total %
Department Stores & General Merchandise	7,192,777	7,037,440	\$ 155,337	2.2%	21.5%	21.5%
Restaurants & Bars	4,337,568	4,007,144	330,424	8.2%	13.0%	34.4%
Grocery Stores & Specialty Foods	3,340,627	3,111,743	228,884	7.4%	10.0%	44.4%
Clothing & Clothing Accessories Stores	2,420,066	2,298,278	121,788	5.3%	7.2%	51.6%
Motor Vehicle Dealers, Auto Parts & Leasing	2,387,383	2,100,202	287,181	13.7%	7.1%	58.8%
Building Material & Lawn & Garden Supplies	2,352,486	2,119,529	232,957	11.0%	7.0%	65.8%
Sporting Goods, Hobby, Book & Music Stores	1,770,844	1,555,610	215,234	13.8%	5.3%	71.1%
Utilities	1,677,766	1,579,794	97,972	6.2%	5.0%	76.1%
Broadcasting & Telecommunications (1)	1,213,224	1,226,661	(13,437)	-1.1%	3.6%	79.7%
Used Merchandise Stores	1,034,289	975,256	59,033	6.1%	3.1%	82.8%
Beer, Wine & Liquor Stores	810,548	751,992	58,556	7.8%	2.4%	85.2%
Hotels, Motels & Other Accommodations	773,217	712,773	60,444	8.5%	2.3%	87.5%
Consumer Goods & Commercial Equipment Rental	676,271	546,322	129,949	23.8%	2.0%	89.6%
Health & Personal Care Stores	557,424	519,670	37,754	7.3%	1.7%	91.2%
Furniture & Home Furnishing Stores	427,332	402,513	24,819	6.2%	1.3%	92.5%
Electronic Shopping & Mail-Order Houses	426,631	423,402	3,229	0.8%	1.3%	93.8%
Electronics & Appliance Stores (2)	377,081	429,468	(52,387)	-12.2%	1.1%	94.9%
Office Supplies, Stationery & Gift Stores	302,952	289,263	13,689	4.7%	0.9%	95.8%
Gasoline Stations with Convenience Stores	287,228	251,071	36,157	14.4%	0.9%	96.7%
All Other Categories	1,113,313	1,007,788	105,525	10.5%	3.3%	100.0%
Total	\$ 33,479,027	\$ 31,345,919	\$ 2,133,108	6.8%	100.0%	

(1) Appears to be driven by the major wireless carriers, showing a decline through November.

(2) This sector shows a significant decline through November; staff will continue to monitor this trend.

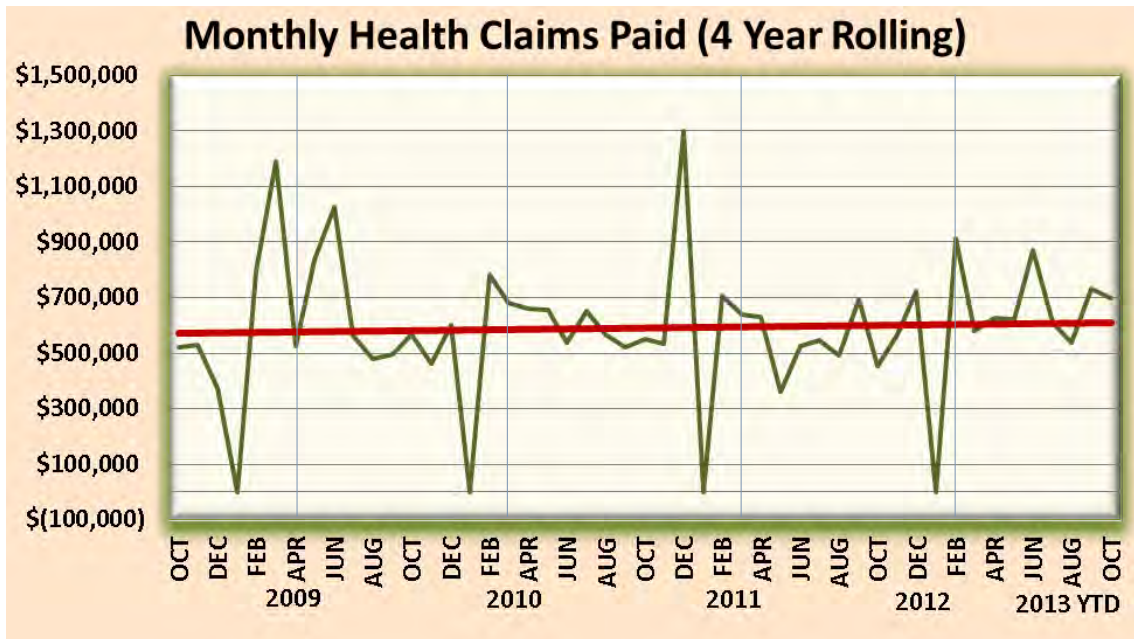


Claims Incurred				
		OAP	HRA	Total
2013	Nov	467,348	71,830	539,178
	YTD	5,808,488	1,580,520	7,389,008
2012	Nov	409,600	71,804	481,404
	YTD	4,697,954	1,305,325	6,003,279
Change	Nov	57,748	26	57,774
	% Nov	14.1%	0.0%	12.0%
	YTD	1,110,534	275,195	1,385,729
	% YTD	23.6%	21.1%	23.1%



⇒ HRA—Health Reimbursement Arrangement
 ⇒ OAP—Open Access Plan

Incurred claims are total expenses the City is obligated to pay for claims, including claims paid and unpaid. Paid claims are those claims that have been paid and reconciled through the bank to-date, which may not reflect Stop Loss reimbursements or other refunds.



Comparison of YTD Claims Over \$25k				
November	2010	2011	2012	2013
# of claims	45	57	51	58
YTD Cost of high claims	\$3,524,512	\$3,018,727	\$2,647,895	\$3,523,929

⇒ 2013 # of StopLoss claims: 4
 (claims over \$150k paid by StopLoss Carrier)

Building Permit Comparison History



Measures	Nov 2011	Nov 2012	Nov 2013	2011 YTD	2012 YTD	2013 YTD
# of Building Permits	193	164	179	1,740	2,058	1,932
Building Permit Valuations	\$ 5,084,362	\$ 7,208,457	\$ 20,564,098	\$ 78,717,041	\$ 126,746,938	\$ 147,480,640
# of Certified Occupancies	27	32	10	231	314	306
Net # of Sales Tax Licenses	15	10	24	193	(67)	(295)
New Residential Electric Meter Sets	22	44	27	335	264	260
# of Utility Bills Sent	35,795	36,288	36,595	391,450	397,260	401,922
Rounds of Golf	3,573	5,258	4,045	117,204	122,155	106,659
\$ Average Health Claim Costs/Emp.	\$ 852.62	\$ 747.52	\$ 830.78	\$ 959.69	\$ 855.12	\$ 1,029.81
KWH Demand (kH)	90,400	94,437	96,870	1,174,414	1,190,613	1,222,980
KWH Purchased (kwh)	58,269,268	56,458,490	57,613,285	667,395,077	679,818,254	687,287,869
Gallons of Water Sold	191,206,518	171,188,431	151,869,047	3,519,549,558	4,038,497,023	3,266,802,244
# of Workers' Comp Claims 2013	3	6	7	105	94	104
\$ of Workers' Comp Claims Paid 2013	\$ 63,475.05	\$ 158,852.00	\$ 107,661.00	\$ 209,982.05	\$ 523,146.05	\$ 505,402.95
# of Total Open Claims	19	13	17	<i>Not Cumulative</i>		
\$ of Total Open Claims	211,494	243,280	299,036	<i>Not Cumulative</i>		
\$ of Lodging Tax Collected	\$ 45,502.02	\$ 54,699.79	\$ 67,233.12	\$ 542,987.72	\$ 625,646.21	\$ 693,401.82

For more information regarding this report contact:

Brent Worthington, Finance Director

970.962.2300 or

brent.worthington@cityofloveland.org

**Financial Sustainability
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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





CITY OF LOVELAND
CITY MANAGER'S OFFICE

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

AGENDA ITEM: 10
MEETING DATE: 1/7/2014
TO: City Council
FROM: Alan Krcmarik, Executive Fiscal Advisor
PRESENTER: Alan Krcmarik, Executive Fiscal Advisor

TITLE:

Investment Report for November 2013

RECOMMENDED CITY COUNCIL ACTION:

This is an information only item. No Council action is required.

SUMMARY:

The budget estimate for investment earnings for 2013 is \$2,760,420. Through November, the net amount posted to the investment accounts is \$1,226,835, including realized gains. Actual year-to-date earnings are much lower than the budget projection. Earlier this year, several very high interest rate corporate bonds matured, so current and future yields have been and will be lower. For the end of November the estimated annualized yield on market value for securities held by US Bank was 1.08%, down from 1.09% at the end of October. The yield is below the annual target rate of 1.20% for 2013. Reinvestment rates have risen recently after being at near record low levels. Current reinvestment rates are now higher than the budget projection target.

BACKGROUND:

At the end of November the City's portfolio had an estimated market value of \$220.3 million, about \$300,000 less than a month ago. The market value is attributable to revenue collections and the interest rate shifts in treasury rates. Of this amount, US Bank held (including accrued interest) \$186.3 million in trust accounts; other funds are held in local government investment pools, in operating accounts at First National Bank and Wells Fargo Bank, and a few miscellaneous accounts. Interest rates trended significantly lower in 2012 and despite an upward move in the last few months; they are still projected to remain relatively low for years. Investments are in US Treasury Notes, high-rated US Agency Bonds, high-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 one percent of earnings on the portfolio equates to about \$2.2 million annually.

REVIEWED BY CITY MANAGER: *William D. Cavill*

LIST OF ATTACHMENTS:

1. Investment Focus Report November 2013



Investment Focus

Monthly Investment Report

November 2013

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

- * **2013 targets for the City's portfolio: 1) the interest rate target is 1.2%; 2) the earnings goal = \$2,760,420.**
- * **City investments are in high quality, low risk securities, in compliance with state law and the adopted investment policy.**
- * **Revenue posted to accounts=\$1,226,835: 51% of the ytd target. So far this year, the portfolio has \$50,650 in realized gains.**
- * **Each 1% of the market value amounts to nearly \$2.2 million.**
- * **The month end market value shows the unrealized loss was lower, estimated to be \$1,612,117 at the end of November.**

Fed To Trim Monthly Asset Purchases To \$75 Billion

"[T]he Federal Reserve is to begin slowly cutting back its asset purchases but to maintain a tight control on interest rates. . . [T]he FOMC announced a \$10 billion reduction in its bond-buying program to \$75 billion a month. The Fed will cut mortgage bond purchases to \$35 billion from \$40 billion. Treasury purchases will go from \$45 billion a month to \$40 billion a month."

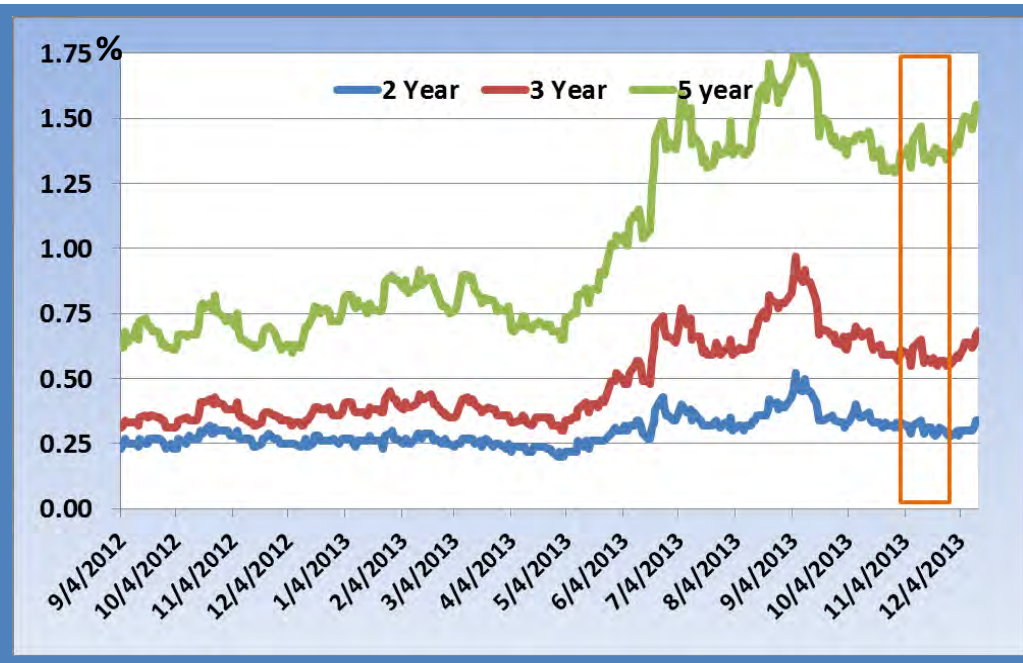
More information on page 2.

(Source: **Forbes** online, Sarah Sharf, December 18, 2013.)

Type of Investment	Purchase Price	Market Value	Unrealized Gain or Loss
Checking Accounts	\$ 9,541,439	\$ 9,541,439	--
Investment Pools	24,503,274	24,503,274	--
Money Markets	<u>4,503,484</u>	<u>4,503,484</u>	--
Subtotal	\$ 38,548,197	\$ 38,548,197	--
Notes and Bonds	<u>183,365,409</u>	<u>181,753,292</u>	\$ (1,612,117)
Total Portfolio	\$ 221,913,606	\$ 220,301,489	\$ (1,612,117)
Data Sources	(Morgan Stanley)	(US Bank)	

Due to rounding, column and row totals may not add exactly.

Treasury rate trends / Fed taper of QE3 begins



Interest rates on U.S. Treasuries continued to fall during November. The 2 and 3-year treasury notes fell by 3 and 1 basis points respectively; the 5-year rose by 6 points.

The value of securities in the portfolio rose slightly and lowered the unrealized loss.

TAKEAWAYS FROM THE FED'S POLICY STANCE

1 Bond Buying Trimmed, But Total Is Immense The Fed said it would reduce its bond purchases from \$85 billion a month to \$75 billion a month starting in January, something it described as a modest move. More reductions are expected "in measured steps," meaning \$10 billion increments, at future meetings. . . the Fed's total holdings of securities, loans and other assets could reach \$4.5 trillion when it is finished later next year. That would put the size of the Fed's latest bond program at more than \$1.6 trillion, far larger than anything it has ever done.

2 Rates Low For Long The vast majority of Fed officials don't expect the central bank to begin raising short-term interest rates until 2015 or even 2016. They see the Fed benchmark interest rate, the fed funds rate, remaining below 2% all the way out to 2016. . . it added new language to its policy statement, saying it expected that it would keep the fed funds rate near zero "well past" the time the jobless rate reaches 6.5%.

3 Consistent Growth View The Fed is largely sticking to the forecast for 2014 for a modest improvement in growth next year and continued declines in unemployment. Officials see growth in gross domestic product next year between 2.8% and 3.2%, and the jobless rate falling to between 6.3% and 6.6%. . . recent data had given officials more confidence that their optimism about jobs was warranted.

4 Inflation Is Caveat Fed officials have become a little more concerned about the outlook for inflation, which has been running below the Fed's 2% objective for months. In October, the Fed's preferred measure of inflation was up just 0.7% from a year earlier. . . If inflation keeps undershooting its target, the Fed might have to alter the policy course it set out Wednesday, perhaps by finding new ways to boost growth.

5 Thanks for the Budget Deal The budget measure that passed the Senate on Wednesday (12/11/2013) appeared to provide some comfort for Fed officials weighing what to do with the bond program. Mr. Bernanke welcomed the modest agreement, "People don't appreciate how tight fiscal policy has been," Mr. Bernanke added. During the current recovery, federal, state and local governments have shed 600,000 jobs, he said.

(Source: John Hilsenrath and Eric Morath in **THE WALL STREET JOURNAL**, December 16, 2013.)

Cash Position Summary

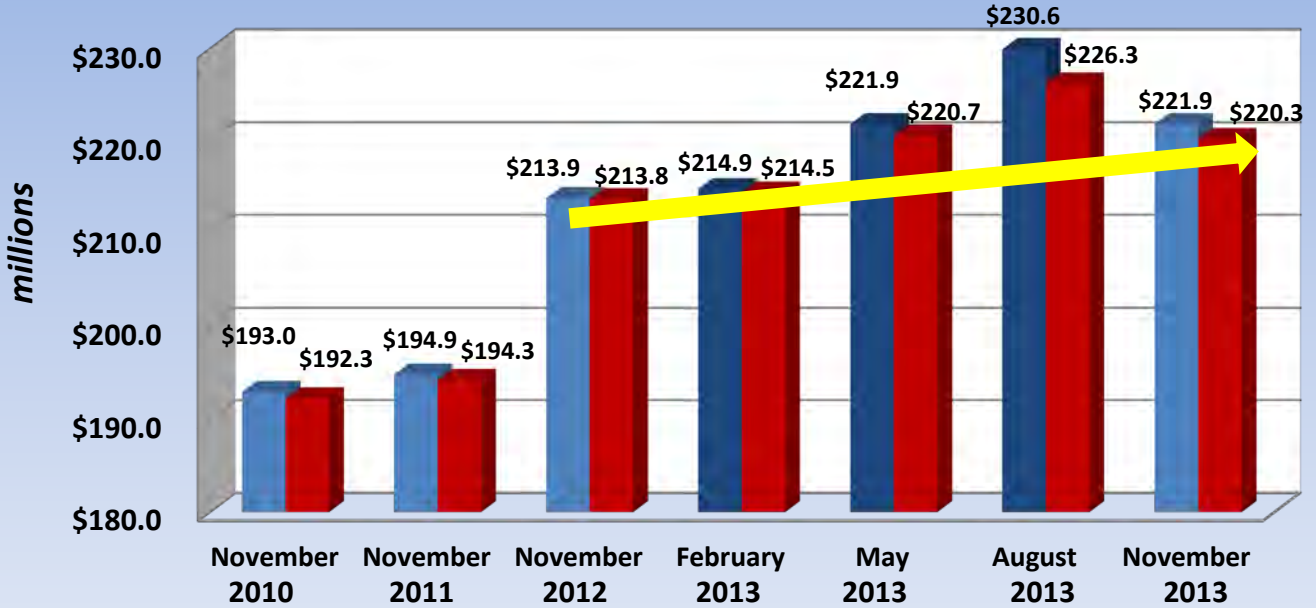
Cash & Reserves (unaudited)

	2013 Beginning	YTD Activity	Month End Total
Restricted Reserves	Due to rounding, column and row totals may not add exactly.		
1 Capital Expansion Fees	\$ 35,226,830	\$ 2,866,210	\$ 38,093,040
2 Water System Impact Fees	8,945,821	(155,210)	8,790,611
3 Raw Water Revenue – Windy Gap	20,940,043	1,928,665	22,868,708
4 Wastewater System Imp. Fees	5,131,782	575,803	5,707,585
5 Storm Drain System Imp. Fees	1,469,674	178,749	1,648,423
6 Power Plant Investment Fees	8,211,002	(4,710,587)	3,500,415
7 Cemetery Perpetual Care	2,629,094	80,077	2,709,171
8 Other Restricted	30,489,353	(5,468,966)	25,020,387
9 Total Restricted	\$ 113,043,599	\$ (4,705,260)	\$ 108,338,340
Committed/ Assigned			
10 General Fund	\$ 11,224,908	\$ 1,531	\$ 11,226,160
11 Enterprise Funds	4,998,736	325,603	5,324,339
12 Internal Service Funds	19,553,388	649,068	20,202,456
13 Total Reserves	\$ 35,777,032	\$ 976,202	\$ 36,753,234
14 Total Restricted and Reserved	\$ 148,820,632	\$ (3,729,058)	\$ 145,091,574
Unassigned Balance			
15 General Fund	\$ 23,685,948	\$ 10,762,412	\$ 34,448,360
16 Airport	1,384,130	(332,424)	1,051,706
17 Internal Service – Vehicle Maint	245,629	(110,802)	134,827
18 Enterprise Funds	37,097,373	2,846,531	39,943,904
19 Total Unrestricted	\$ 62,413,080	\$ 13,165,717	\$ 75,578,797
20 TOTAL CASH	\$ 211,233,712	\$ 9,436,659	\$ 220,670,371

Monthly Investment Report

Portfolio Growth Trend / Types of Investments

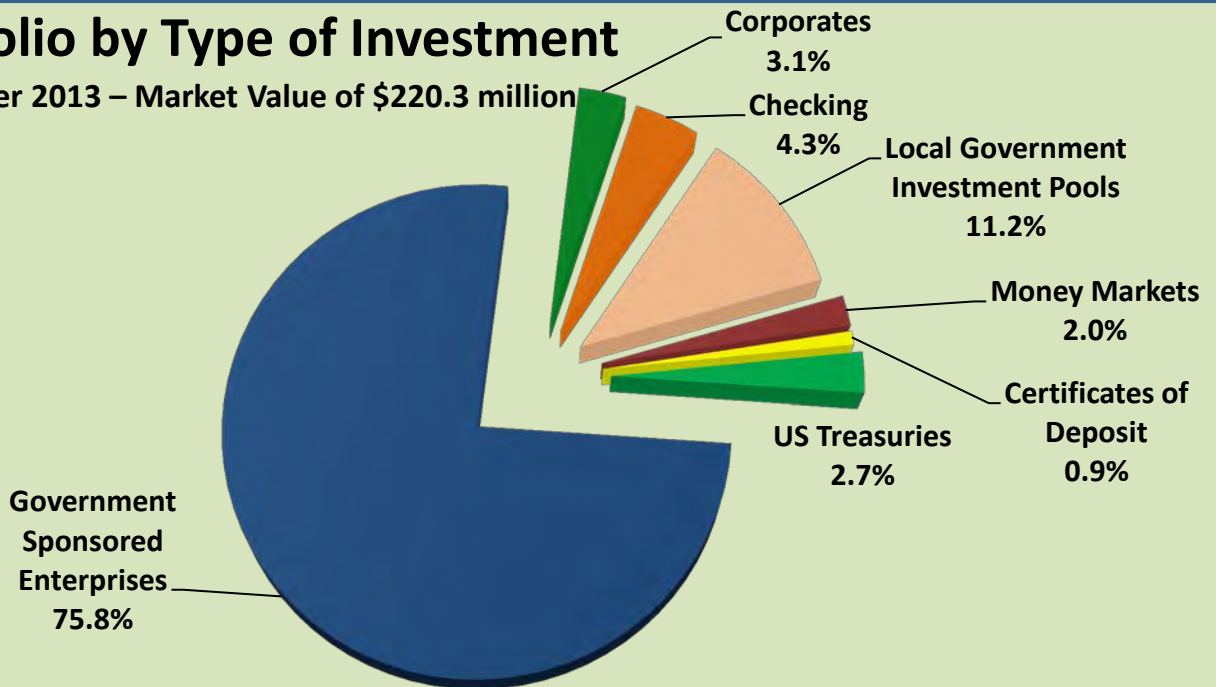
Portfolio Size since November 2010



Blue bars show Purchase value; red and green bars show Market value (red = loss and green = gain).

Portfolio by Type of Investment

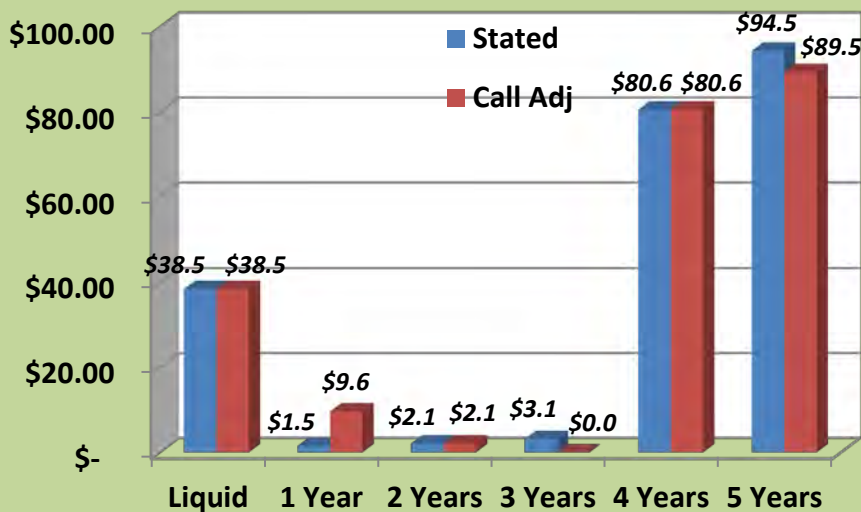
November 2013 – Market Value of \$220.3 million



Transactions / Portfolio by Maturity

	Maturity Date	Face Value	Purchase \$	Stated Rate
<u>Purchases</u>				
none this month				
<u>Matured</u>				
none this month				
<u>Called</u>			<u>Call Value \$</u>	
none this month				
<u>Sales</u>			<u>Gain \$</u>	
none this month				

Portfolio by Estimated Maturity Term
(in millions - Total = \$220.3 at the end of November)



The target rate for 2013 is 1.2%. Rates are now up from the near record lows. For the year-to-date, the portfolio proceeds are below the earnings target level for 2013.

To support earnings, or to reposition the portfolio, bonds may be sold. So far this year, gains of \$50,650 have been realized through sales.

The blue bars show the stated term; red bars show the calls. Just two of the five year bonds may be called early.



Future Scan: Quantitative Easing taper to start, Unemployment lower

- ❖ **On December 18, the Federal Open Market Committee decided to decrease the rate of Quantitative Easing.**
 - Since September of 2012, the Federal Reserve has been buying \$45 billion of Treasury securities and \$40 mortgage securities each month. The strategy was to try to keep interest rates low and thereby stimulate growth in the economy. In its past few meetings the Fed has been debating when to start buying fewer securities. Due to recent relatively good economic news, the Committee voted to start the reduction process in January 2014.
 - “The Fed has pulled back its stimulus efforts before, only have to restart them when the economy disappointed, and new challenges loom, including a surprising slowdown in inflation. But, Mr. Bernanke said in his final news conference as Fed chairman that the economy was getting to a point where it needs less help.”
 - “ ‘Today’s decision by the Fed is a vote of confidence in the sustainability of the economic recovery,’ Beth Ann Bovino, chief U.S. economist at the bond-rating firm Standard & Poor’s, said in a note to clients after the decision. She pointed to a batch of stronger economic reports in October and November, in addition to reduced political uncertainty.”
 - “The Fed has said it wouldn’t raise short-term rates, which are now near zero, until the jobless [unemployment] rate gets to 6.5% or lower. It was 7.0% in November. In its official policy statement Wednesday, the Fed said it would keep rates near zero “well past” the point when the jobless rate hits the Fed’s 6.5% marker. . . The vast majority of officials said they expected to keep short-term rates near zero until 2015 or later. . .”
 - Chairman Ben Bernanke is expected to be succeeded by Janet Yellen in January of 2014.
(Source: *Fed Dials Back Bon Buying, Keeps a Wary Eye on Growth*, Jon Hilsenrath and Victoria McGrane, in **THE WALL STREET JOURNAL**, December 19, 20, 2013)
- ❖ **Morgan Stanley Fixed Income Strategy – the shutdown weakened GDP and a rebound is expected.**
 - “Morgan Stanley economists see 2014 sounder, safer and more sustainable.”
 - The Quantitative Easing taper will begin no later than March and there will be ‘enhanced rate guidance’ from the Fed.
 - Interest rates in 2014 will have a “three handle” meaning they will be over 3% for most of the year, compared to a “two handle” in 2013 and a “one handle” in 2011.
 - “Our view is that as rates continue to rise investors should be able to generate better returns at the short end of the yield curve. Corporate paper will likely perform better than treasuries, agencies, and mortgage backed securities.”
(Source: Morgan Stanley **Basis Points** Fixed Income Strategy, Kevin Flanagan & Jon Mackay, December 10, 2013.)
- ❖ **The November Colorado Employment Situation** was released on December 20, 2013. Using non-seasonally adjusted data, Colorado’s unemployment rate for the month was estimated to be 6.1% compared to the national unemployment rate of 6.6%. According to the business survey Colorado added 4,200 jobs; according to the household survey there was a loss of 5,800 jobs. City and county data show lower unemployment and are displayed in the attached table. Loveland’s unemployment rate decreased to 5.4% from 5.5% in October.
(Source: Colorado Department of Labor and Employment **Colorado Employment Situation November 2013**, dated December 20, 2013.)
- ❖ **Recession Outlook:** Four indicators, Industrial Production, Nonfarm Employment, Real Personal Income, and Real Retail Sales are the basis for determining a recession. In November, better than expected results were reported for Industrial Production and Real Retail Sales. Growth in Real Income and Employment remains very soft. “The overall picture of the US economy remains one of a ploddingly slow recovery from the Great Recession.” The rate of post-trough growth has been slower since February of 2012.”
(Source: *Advisor Perspectives*, Doug Short, December 17, 2013.)

[For more information regarding this report, please contact:](#)

Alan Krcmarik, Executive Fiscal Advisor 970.962.2625 or Alan.Krcmarik@cityofloveland.org

Monthly Investment Report

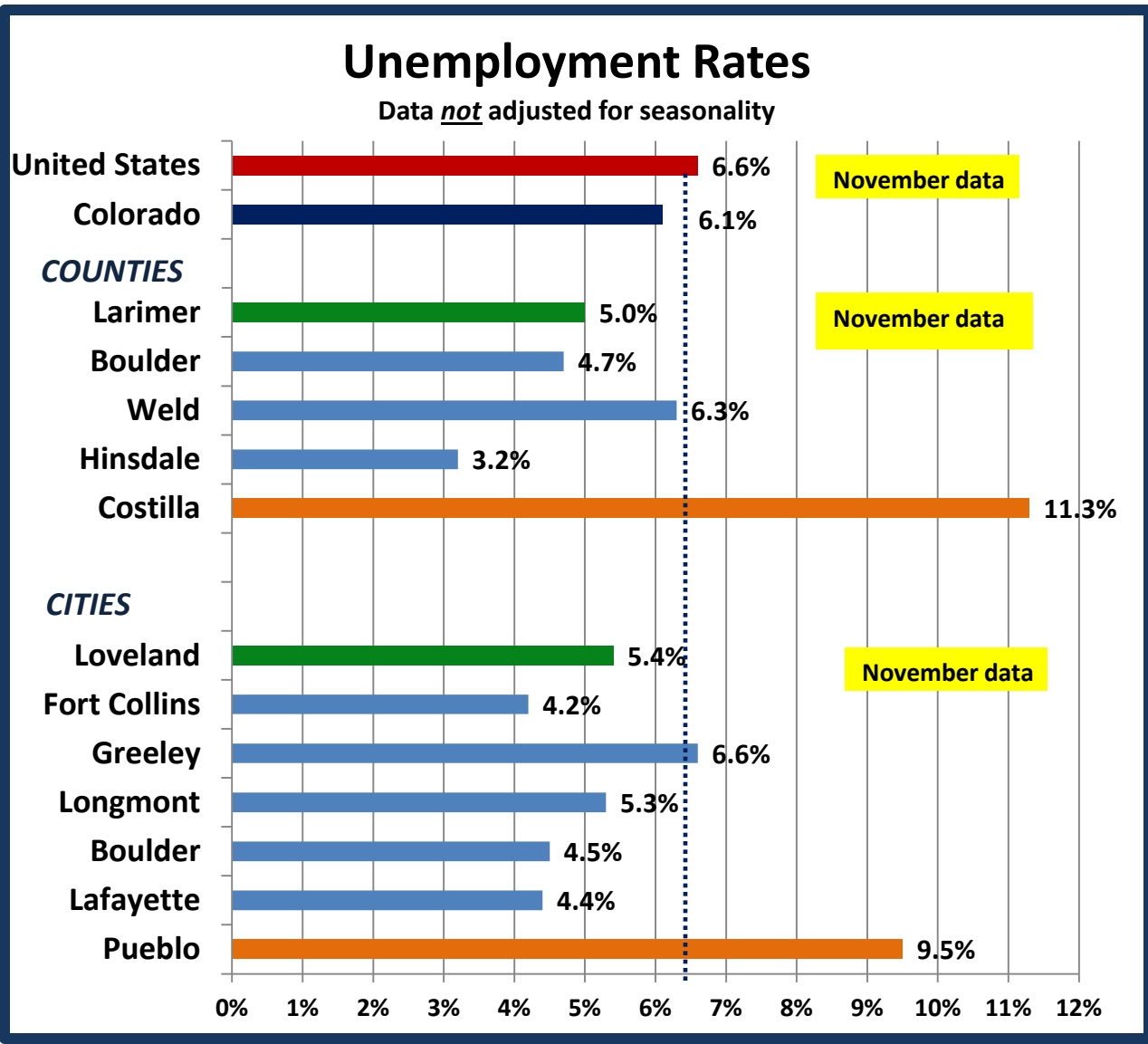
November 2013



City of Loveland
500 East 3rd Street
Loveland, CO 80537

Updated Colorado Labor Data

- ❑ Loveland’s employed workforce **contracted** in **November**, **down** 248 jobs from October.
- ❑ Compared to November of 2012, there are now 287 **more** jobs reported in Loveland.



In a complex economy, conventional measures of unemployment sometimes fall short.

In today's labor market, the unemployment rate drastically understates the weakness of job opportunities. This is due to the existence of a large pool of "*missing workers*"— potential workers who, because of weak job opportunities, are neither employed nor actively seeking a job. In other words, these are people who would be either working or looking for work if job opportunities were significantly stronger. Because jobless workers are only counted as unemployed if they are actively seeking work, these "*missing workers*" are not reflected in the unemployment rate.

As part of its ongoing effort to create the metrics needed to assess how well the economy is working for America's broad middle class, the Economic Policy Institute is introducing its "*missing worker*" estimates, which will be updated on this page (<http://www.epi.org/publication/missing-workers/>) on the first Friday of every month immediately after the Bureau of Labor Statistics releases its jobs numbers. The "*missing worker*" estimates provide policymakers with a key gauge of the health of the labor market.

Current "*missing worker*" estimates at a glance

Updated December 8, 2013, based on most current data available

Total missing workers, November 2013:	Unemployment rate if missing workers were looking for work:	Official unemployment rate:
5,660,000	10.3%	7.0%



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: 12
MEETING DATE: 1/7/2014
TO: City Council
FROM: Julia Holland, Human Resources Department
PRESENTER: Julia Holland, Human Resources Director

TITLE:

A Resolution of the Loveland City Council Regarding the Compensation of the Municipal Judge, William E. Starks

RECOMMENDED CITY COUNCIL ACTION:

Adopt the resolution.

OPTIONS:

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

SUMMARY:

This is an administrative action regarding compensation and reappointment of the Municipal Judge. At the direction of City Council, the 2014 annual base salary for the Municipal Judge shall receive a two percent (2.0%) merit increase beginning on the initial pay period in 2014.

BUDGET IMPACT:

- Positive
 Negative
 Neutral or negligible
-

BACKGROUND:

On October 15, 2013 and December 17, 2013, City Council conducted its annual evaluation of Judge William Starks and City Council directed that the annual base salary for the Municipal Judge be increased by two percent (2.0%) for 2014.

REVIEWED BY CITY MANAGER:

William D. Cabell

LIST OF ATTACHMENTS:

1. Resolution

RESOLUTION #R-3-2014**A RESOLUTION OF THE LOVELAND CITY COUNCIL REGARDING THE
COMPENSATION OF THE MUNICIPAL JUDGE**

WHEREAS, on February 2, 1999, the City of Loveland (the “City”) and William E. Starks (“Starks”) entered into an agreement appointing Starks as Loveland's Municipal Judge for a two-year term effective February 15, 1999; and

WHEREAS, on February 20, 2001, the City and Starks entered into a second agreement reappointing Starks as Loveland’s Municipal Judge for a second two-year term effective February 15, 2001 (the “Agreement”); and

WHEREAS, on February 4, 2003, the City and Starks entered into that certain “Addendum to Employment Agreement” (the “First Addendum”) amending the Agreement to reflect Starks’ reappointment for a third two-year term effective February 15, 2003; and

WHEREAS, in January of 2005, the City and Starks entered into that certain “Second Addendum to Employment Agreement” (the “Second Addendum”) amending the Agreement to reflect Starks’ reappointment for a fourth two-year term effective February 15, 2005; and

WHEREAS, on February 6, 2007, the City Council adopted Resolution #R-7-2007 reappointing Starks to a fifth two-year term effective February 15, 2007, as reflected in the “Third Addendum to Employment Agreement” which the City and Starks have entered into (the “Third Addendum”); and

WHEREAS, on February 17, 2009, City Council adopted Resolution #R-13-2009 reappointing Starks to a sixth two-year term effective February 15, 2009, as reflected in the “Fourth Addendum to Employment Agreement” which the City and Starks have entered into (the “Fourth Addendum”); and

WHEREAS, on March 3, 2009, City Council adopted Resolution #R-19-2009 that increased the compensation of Starks based on its annual evaluation of Starks in his capacity as Municipal Judge; and

WHEREAS, on November 3, 2009, City Council adopted Resolution #R-106-2009 that decreased the compensation of Starks through the use of four furlough days based on the economic downturn and to be consistent with the 2010 budget which reduced pay to most city employees through the implementation of four furlough days; and

WHEREAS, on December 7, 2010, City Council adopted Resolution #R-68-2010 reappointing Starks to a seventh two-year term effective February 15, 2011, as reflected in the “Fifth Addendum to Employment Agreement” (the “Fifth Addendum”) and excluded furlough days from Starks’ compensation; and

WHEREAS, on May 17, 2011, City Council adopted Resolution #R-36-2011 that increased Starks compensation for 2011 with a one-time, merit-based payment of 1.75% of Starks' then current annual based salary as reflected in the "Sixth Addendum to Employment Agreement" (the "Sixth Addendum"); and

WHEREAS, on February 5, 2013, City Council adopted Resolution #R-8-2013 reappointing Starks to an eighth two-year term effective February 15, 2013, as reflected in the "Seventh Addendum to Employment Agreement" (the "Seventh Addendum") and increased Starks compensation by three and one half percent (3.5%) of Starks' 2012 annual base salary; and

WHEREAS, it is City Council's custom to evaluate the Municipal Judge's job performance annually; and

WHEREAS, on October 15, 2013 and December 17, 2013, City Council conducted its annual evaluation of Starks as the Municipal Judge for 2013; and

WHEREAS, City Council finds that Starks' compensation for 2014 should be increased by two percent (2.0%) of Starks' 2013 annual base salary; and

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

Section 1. Starks' annual salary for 2014 shall be increased by two percent (2.0%) of Starks' 2013 annual base salary and shall be retroactive to the first pay period of 2014.

Section 2. That the Agreement, as amended by the First Addendum, Second Addendum, Third Addendum, Fourth Addendum, Fifth Addendum, Sixth Addendum, and Seventh Addendum is hereby reaffirmed and ratified.

Section 3. Except as amended by this Resolution, Starks' compensation and benefits as set forth in the Agreement shall remain unchanged and in full force and effect.

Section 5. This Resolution shall take effect on the date and at the time of its adoption

ADOPTED this ____ day of January, 2014.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



Assistant City Attorney

A RESOLUTION OF THE LOVELAND CITY COUNCIL REGARDING THE COMPENSATION OF THE MUNICIPAL JUDGE



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: 13
MEETING DATE: 1/7/2014
TO: City Council
FROM: Betsy Hale, Economic Development Department
PRESENTER: Betsy Hale, Economic Development Director

TITLE:

An Ordinance on First Reading Enacting a Supplemental Budget and Appropriation to the 2014 City of Loveland Budget for the Sponsorship of Two Community Events, the Snow Sculpture Contest and Oktoberfest

RECOMMENDED CITY COUNCIL ACTION:

Conduct a public hearing and approve the ordinance on first reading.

OPTIONS:

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

SUMMARY:

This is an administrative action. The ordinance appropriates funds for the City to sponsor two events using reserves from the Lodging Tax Fund in the amount of \$50,000.

BUDGET IMPACT:

- Positive
 Negative
 Neutral or negligible

The ordinance is funded with unassigned fund balance reducing the flexibility to fund other projects. The fund balance in Lodging Tax Reserves is \$718,000.

BACKGROUND:

Lodging tax funds may be used for the purpose of community events. The Destination Loveland program in the Economic Development Department uses these funds to partner with outside organizations and other City departments to produce events. It was anticipated in the 2014

Budget that the City would partner with EL Events on two off season events: Snow Sculpture in the Dark and Oktoberfest. With the organization's dissolution, City staff is recommending the Economic Development Department hire an event coordinator to carry out the Snow Sculpture Event and partner with Clear Channel, American Eagle, and Grimm Brothers to produce the Oktoberfest. In 2013, the City provided \$10,000 to EL Events for the Snow Sculpture event. The City did not provide EL Events funding for the Oktoberfest in 2013. This is a net increase in event funding of \$40,000 for 2014.

On November 20, 2013 the Community Marketing Commission (CMC) unanimously supported making a recommendation to the Loveland City Council that a supplemental appropriation of \$50,000 be made to the 2014 Lodging Tax Budget for the purpose of supporting these two community events.

REVIEWED BY CITY MANAGER:



LIST OF ATTACHMENTS:

1. Ordinance
2. Presentation

FIRST READING January 7, 2014

SECOND READING _____

ORDINANCE NO. _____

AN ORDINANCE ENACTING A SUPPLEMENTAL BUDGET AND APPROPRIATION TO THE 2014 CITY OF LOVELAND BUDGET FOR THE SPONSORSHIP OF TWO COMMUNITY EVENTS, THE SNOW SCULPTURE CONTEST AND OKTOBERFEST

WHEREAS, the City has reserved funds not appropriated at the time of the adoption of the City budget for 2014; 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 2014, as authorized by Section 11-6(a) of the Loveland City Charter; and

WHEREAS, by unanimous vote on November 20, 2013, the Community Marketing Commission recommended that City Council appropriate lodging tax revenues to support these two community events; and

WHEREAS, pursuant to Loveland Municipal Code Section 3.04.090, the City Council is authorized to appropriate funds for public purposes, including without limitation, to provide public concerts and entertainment.

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

Section 1. That the City Council hereby finds and determines that the funding and sponsorship of the 2014 Snow Sculpture Contest and Octoberfest community events serves a public purpose by providing the public with significant social, economic and cultural benefits in the form of economic stimulation, community entertainment, and social activities for the citizens of Loveland and is permitted by Loveland Municipal Code Section 3.04.090.

Section 2. That reserves in the amount of \$50,000 from lodging tax revenues in the Lodging Tax Fund 206 Fund are available for appropriation. Revenues in the total amount of \$50,000 are hereby appropriated for the sponsorship of two community events, the Snow Sculpture Contest and Oktoberfest. 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	50,000
Total Revenue	50,000
Appropriations	
206-08-182-1504-43450	50,000
Total Appropriations	50,000

Section 3. That as provided in City Charter Section 4-9(a)(7), this Ordinance shall be published by title only by the City Clerk after adoption on second reading unless the Ordinance has been amended since first reading in which case the Ordinance shall be published in full or the amendments shall be published in full.

Section 4. That this Ordinance shall be in full force and effect upon final adoption, as provided in City Charter Section 11-5(d).

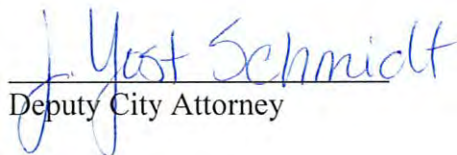
ADOPTED this ____ day of January, 2014.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:


Deputy City Attorney

2014 Events Supplemental Appropriation Request

SNOW SCULPTURE / OKTOBERFEST 2014

2014 Budget

- ☞ With the dissolution of EL Events, staff has reevaluated how and which events will be supported in 2014.
- ☞ It is staff's recommendation that support be given to two shoulder season events, Snow Sculpture in the Dark and Oktoberfest.

SNOW SCULPTURE IN THE DARK

- ☞ Shoulder season event – February 9-16 2014
- ☞ Already have press on this event in Sunset Magazine Colorado Life article in 2014.
- ☞ During Valentines Day weekend = Great Opportunity for packaging with hotels/restaurants
- ☞ Nationally sanctioned
- ☞ Aligns with our arts/culture messaging
- ☞ 4th year of this event
- ☞ Downtown Businesses are in support of this event.



OKTOBERFEST

- ☞ Shoulder Season event - late September
- ☞ 3rd Annual event
- ☞ Over 8,000 attendees in 2013
- ☞ Focuses/highlights our growing microbrewery industry – featuring over 5 Loveland breweries.
- ☞ Opportunity to grow this event to a destination event with addition of new partners: Grimm, American Eagle, Clear Channel, Thunder Mountain.



Staff Recommendation

- ☞ It is Staff's recommendation that the City support and coordinate these two community events with \$25,000 per event. Total recommendation of \$50,000.
- ☞ Staff will not be producing the events, rather staff will manage event coordinators/sponsors.
- ☞ SNOW - Put out RFP for Event coordinator for Snow Sculpture in the Dark. Pay coordinator flat fee.
- ☞ All other costs will be directly billed to City
- ☞ OKTOBERFEST - Staff will partner with Grimm, American Eagle and Clear Channel to support Oktoberfest event.

CMC Recommendation

- On 11/20/2013 the CMC unanimously recommended that the Loveland City Council consider a recommendation that:
- “The City appropriate an additional \$50,000 of lodging tax collections to the 2014 budget to support two shoulder season community events; Snow Sculpture in the Dark and Oktoberfest with a performance agreement and measurements,” of event attendance, etc.

Council Action

- ☞ Consideration and discussion
- ☞ Make a motion to approve the Ordinance and supplemental appropriation on first reading.



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: 1/7/2014
TO: City Council
FROM: Economic Development Department
PRESENTER: Mike Scholl, Economic Development Manager

TITLE:

A Resolution Approving an Intergovernmental Agreement Regarding the Location of the Larimer County Office Building in Downtown Loveland

RECOMMENDED CITY COUNCIL ACTION:

Adopt the resolution.

OPTIONS:

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

SUMMARY:

This is an administrative action. The resolution would authorize the City Manager to sign an Intergovernmental Agreement with Larimer County for the purpose of working cooperatively to locate a newly constructed 45,000 square foot County Building in Downtown Loveland. The City desires to work with the County to facilitate the development of an area between Lincoln and Cleveland, south of the Rialto (Back Stage Alley).

BUDGET IMPACT:

- Positive
 Negative
 Neutral or negligible

While there is negligible impact from the IGA itself, the negotiations that occur as a result of the IGA may result in a development proposal with some cost to the City. Any development proposal would require further consideration and formal approval by City Council.

BACKGROUND:

On November 5, 2013, the voters of Larimer County approved Ballot Measure 1a by a vote of 76 percent to 24 percent, allowing the use of \$8,500,000 in capital funds already collected, for a new County building. The capital funds were originally programmed for the renovation of the existing building at 6th and Cleveland. Due to the age and condition of the building (formerly the City of Loveland Library), the County has expressed concern regarding renovation of the existing building.

Staff, working cooperatively with Larimer County staff, identified the site at 2nd Street between Lincoln and Cleveland as a possible location for the new building. The location of the County building on 2nd Street would link the County investment with the planned redevelopment of the 3rd Street block as outlined in the City's Downtown Vision book. Combining the two projects could allow better parking conditions.

The IGA does not commit the City or Larimer County to a development agreement or deal structure. The IGA only commits both parties to move forward cooperatively with a site.

REVIEWED BY CITY MANAGER:



LIST OF ATTACHMENTS:

1. Resolution
2. IGA

RESOLUTION #R-4-2014

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT REGARDING THE LOCATION OF THE LARIMER COUNTY OFFICE BUILDING IN DOWNTOWN LOVELAND

WHEREAS, the Loveland City Council (the “Council”) is seeking to revitalize downtown Loveland including but not limited to adding employment and creating opportunities for vertical density; and

WHEREAS, the Board of Commissioners of Larimer County (the “County”) is seeking to construct a new 45,000 square foot office building in Loveland (the “New County Building”) to replace the existing building currently located at 205 E. 7th Street in downtown Loveland; and

WHEREAS, on November 5, 2013 the voters of Larimer County approved Ballot Measure 1a by a vote of 76 percent to 24 percent, allowing the use of \$8.5 million in capital funds already collected for the New County Building; and

WHEREAS, the City has taken steps to acquire real property on 3rd Street between Lincoln Avenue and Cleveland Avenue for the purposes of facilitating redevelopment of the downtown and is interested in acquiring additional property to support the construction of the New County Building in downtown; and

WHEREAS, the County has identified the area around 2nd Street between Lincoln Avenue and Cleveland Avenue as a potential site for the New County Building; and

WHEREAS, the City and County desire to cooperate with one another with respect to exploring the potential for coordinating the City’s downtown revitalization efforts and the County’s interest in locating the New County Building in downtown Loveland on or around 2nd Street; and

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

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

Section 1. That the Intergovernmental Agreement regarding the Location of the Larimer County Office Building in Downtown Loveland (“Intergovernmental Agreement”), attached hereto as **Exhibit A** and incorporated herein by reference, is hereby approved.

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

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

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

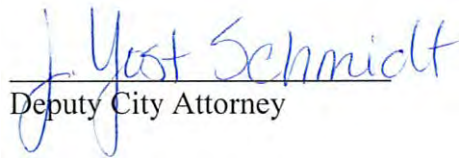
ADOPTED this ___ day of _____, 2014.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



Deputy City Attorney

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT REGARDING THE LOCATION OF THE LARIMER COUNTY OFFICE BUILDING IN DOWNTOWN LOVELAND

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is made and entered into this _____ day of _____, 2014, by and between the **COUNTY OF LARIMER, COLORADO**, a political subdivision of the State of Colorado (“**County**”), and the **CITY OF LOVELAND, COLORADO**, a Colorado municipal corporation (“**City**”), referred to herein individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS

WHEREAS, the Loveland City Council (the “Council”) is seeking to revitalize downtown Loveland including but not limited to adding employment and creating opportunities for vertical density; and

WHEREAS, the County is seeking to construct a new 45,000 square foot office building in Loveland (the “New County Building”) to replace the existing building currently located at 205 E. 7th Street in downtown Loveland; and

WHEREAS, on November 5, 2013 the voters of Larimer County approved Ballot Measure 1a by a vote of 76 percent to 24 percent, allowing the use of \$8.5 million in capital funds already collected for the New County Building; and

WHEREAS, the City has taken steps to acquire real property on 3rd Street between Lincoln Avenue and Cleveland Avenue for the purposes of facilitating redevelopment of the downtown and is interested in acquiring additional property to support the construction of the New County Building in downtown; and

WHEREAS, the County has identified the area around 2nd Street between Lincoln Avenue and Cleveland Avenue as a potential site for the New County Building; and

WHEREAS, based on the terms and conditions of this Agreement, the Board of County Commissioners of the County acknowledge its interest in locating the New County Building in downtown Loveland on or around 2nd Street; and

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

NOW THEREFORE, in consideration of the foregoing Recitals and the Parties' mutual covenants and agreements contained herein, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Location of the New County Building.** The County agrees to work cooperatively with the City in furtherance of locating the 45,000 square foot New County Building in the area in and around 2nd Street between Lincoln Avenue and Cleveland Avenue. The site is contiguous to the City's South Catalyst development project vision, and is generally depicted on **Exhibit A** attached hereto and incorporated herein by this reference.

2. **Cooperation to facilitate mutually beneficial development.** The City and County agree to work cooperatively, to evaluate, plan and facilitate mutually beneficial development of the City's South Catalyst development project and the New County Building in a consistent and cohesive manner. Such cooperation may include, but not be limited to, City assistance to facilitate site acquisition for the New County Building, consideration of exchanging County properties located in the City for City owned-properties (with the terms of any exchange to be negotiated and agreed upon in the future), consideration by the County of participating in a shared parking facility to serve both City and County projects, and other related public improvements, including street improvements, utilities and green space, that may benefit both proposed projects. As a part of such efforts, the County agrees to work cooperatively with the City's approved development partner for the City's South Catalyst development project; provided that this cooperation shall not obligate the County in any way to use that development partner for the design or construction of the New County Building.

3. **Agreement does not constitute a legal obligation.** This Agreement reflects the intent of the parties to work cooperatively and use reasonable efforts to coordinate development on the site depicted on **Exhibit A**. Neither party shall have any legal obligation or commitment to the other party at this time; however, it is anticipated that as negotiations occur this Agreement may be amended periodically to reflect the overall needs of the project and to create legally binding obligations or commitments by the Parties. Notwithstanding the foregoing, this Agreement may only be modified or amended by written agreement signed by both parties.

4. **Term.** The term of this Agreement shall commence upon its execution by all Parties and end on December 31, 2014.

5. **Notice.** Any notice required or desired to be given by any Party to this Agreement shall be in writing and may be personally delivered; sent by certified mail, return receipt requested; sent by telephone facsimile with a hard copy sent by regular mail; or sent by a nationally recognized receipted overnight delivery service, including United States Postal Service, United Parcel Service, Federal Express, or Airborne Express, for earliest delivery the next day. Any such notice shall be deemed to have been given as follows: when personally delivered to the Party to whom it is addressed;

when mailed, three delivery (3) days after deposit in the United States mail, postage prepaid; when by telephone facsimile, on the day sent if sent on a day during regular business hours (9 a.m. to 5 p.m.) of the recipient, otherwise on the next day at 9 a.m.; and when by overnight delivery service, one (1) day after deposit in the custody of the delivery service. The addresses and facsimile numbers of the mailing, transmitting, or delivering of notices shall be as follows:

If to **County:** County of Larimer
ATTN: County Manager
200 West Oak Street
Fort Collins, CO 80521
Fax: (970) 498-7006

With a copy to: Larimer County Attorney
Cortina Building
224 Canyon Avenue, Suite 200
P.O. Box 1606
Fort Collins, CO 80522

If to **City:** City of Loveland
ATTN: City Manager
500 East Third Street
Loveland, CO 80537
Fax: (970) 962-2900

With a copy to: City of Loveland
ATTN: City Attorney
500 East Third Street
Loveland, CO 80537
Fax: (970) 962-2900

Notice of a change of address or facsimile number of a Party shall be given in the same manner as all other notices as hereinabove provided.

6. **Assignment.** The Parties to this Agreement shall not assign or transfer any of their interests, rights or obligations under this Agreement without the express prior written consent of the governing body of the other Party. Any assignment made without the required prior written consent of the other Party shall be deemed null and void.

7. **Interpretation.** The terms and provisions of this Agreement have been negotiated among the parties and shall not be construed in favor of or against the party primarily responsible for the drafting of this Agreement.

8. **Jurisdiction and Venue.** The Parties stipulate and agree that in the event of any dispute arising out of this Agreement, venue shall be only in the State District Court, 8th Judicial District, County of Larimer, State of Colorado.

9. **Paragraph Headings.** Paragraph headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way limiting or amplifying the provisions hereof.

10. **Severability.** If any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, such provision shall be fully severable and this Agreement shall be construed and enforced, and shall not be affected by the illegal, invalid or unenforceable provision or by the severance of such provision from this Agreement.

11. **Third Party Beneficiaries.** No rights created in favor of any party shall be construed as benefiting any person that is not a party to this Agreement.

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

[remainder of page intentionally left blank]

COUNTY:

COUNTY OF LARIMER, COLORADO,
a political subdivision of the State of
Colorado

By: _____

_____, Chair

Board of County Commissioners

ATTEST:

By: _____

Clerk to the Board

APPROVED AS TO FORM:

By: _____

County Attorney

CITY:

CITY OF LOVELAND, COLORADO,
a home rule municipality

By: _____
William D. Cahill, City Manager

ATTEST:

By: _____
Teresa G. Andrews, City Clerk


APPROVED AS TO FORM:

By: _____
Judy Schmidt, Deputy City Attorney

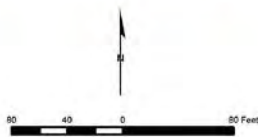
EXHIBIT A

Map Depicting Area of South Catalyst Project and New County Building



 Area of Interest

NOTE: All calculations were made using best available data and should be considered approximate.



Date: 12/3/2013





CITY OF LOVELAND
PARKS & RECREATION DEPARTMENT
 Civic Center • 500 East Third • Loveland, Colorado 80537
 (970) 962-2303 • FAX (970) 962-2903 • TDD (970) 962-2620

AGENDA ITEM: 15
MEETING DATE: 1/7/2014
TO: City Council
FROM: Gary Havener, Parks and Recreation Department
PRESENTER: Gary Havener, Parks and Recreation Director

TITLE:

A Resolution of the Loveland City Council to Approve an Intergovernmental Agreement between The Lakes at Centerra Metropolitan District No. 1, the Thompson R2J School District and the City of Loveland Concerning Public Park Improvements

RECOMMENDED CITY COUNCIL ACTION:

Approve the resolution.

OPTIONS:

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

SUMMARY:

This is an administrative action. The proposed Intergovernmental Agreement is a collaborative effort to fund and provide a public park area within the Lakes at Centerra Development to be located on two adjacent sites. One will be next to The Lakes at Centerra Clubhouse and Environmental Center with the second next to a future R2J School District school site. The Lakes Metro District and the School District will upfront the costs to construct these park sites with reimbursement coming from the City's collection of Park CEFs from residential units constructed in the Lakes at Centerra Development in a total amount not to exceed \$1 million.

BUDGET IMPACT:

- Positive
 Negative
 Neutral or negligible

No supplemental funding is required to fund the City's obligation under the Intergovernmental Agreement, as it will be funded up to \$1 million from the future collection of Park CEFs from residential development within the Lakes at Centerra Development.

BACKGROUND:

The Parks and Recreation Master Plan has located a future neighborhood park site in the general service area of the Lakes at Centerra Development. Over the past several years, discussions have been held regarding the location and size of a public park with the landowners and design firms for the development. Our Master Plan also suggests that co-location of park/school sites should be pursued whenever possible. The result of our discussions is a new concept for providing a park. The Lakes Metro District and the R2J School District ("School District") will be jointly designing, constructing and funding a park for public use on their two respective and adjacent park sites with the City contributing the cost of a typical neighborhood park, roughly \$1 million. Ownership of these two park sites will remain with the Lakes Metro District and the School District.

Requirements for the park sites are that they remain unfenced and open and accessible for use by the general public during normal park hours, except for certain facilities on the School District's park site during school hours, and that all expenses for operations, maintenance and repairs are the responsibility of the Lakes Metro District and the School District for their respective park sites. The design plans will be subject to City Parks and Recreation Department review and approval. The maintenance of the park sites must be in compliance with the City's park maintenance standards.

Park CEF reimbursements totaling up to \$1 million will be distributed as follows: (1) \$200,000 to the Lakes Metro District, and (2) \$800,000 to the School District. The City will collect Parks CEFs according to all CEF collections policies with reimbursement occurring only when CEFs are collected as development occurs. The park site to be constructed by the Lakes Metro District is to be completed by December 1, 2014 and the School District's site is to be completed by December 1, 2015.

REVIEWED BY CITY MANAGER:


LIST OF ATTACHMENTS:

1. Vicinity Map
2. Resolution
3. IGA (Exhibit A to the resolution)



RESOLUTION #R-5-2014

A RESOLUTION OF THE LOVELAND CITY COUNCIL TO APPROVE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE LAKES AT CENTERRA METROPOLITAN DISTRICT NO. 1, THE THOMPSON R2J SCHOOL DISTRICT AND THE CITY OF LOVELAND CONCERNING PUBLIC PARK IMPROVEMENTS

WHEREAS, the City’s Parks and Recreation Master Plan has located a future neighborhood park site in the general service area of the Lakes at Centerra Development (the “Development”); and

WHEREAS, the City’s Master Plan also suggests that co-location of City parks with school sites should be pursued whenever possible; and

WHEREAS, as a result of discussions the City has had with the Lakes at Centerra Metropolitan District No. 1 (the “Lakes Metro District”) and the Thompson R2J School District (the “School District”), the parties desire to collaborate on designing, constructing and funding a park for public use on two adjacent sites located in the Development, one of which will be owned and operated by the Lakes Metro District and the other by the School District; and

WHEREAS, the City’s cost for a typical neighborhood park is approximately \$1 million; and

WHEREAS, the City’s role in this collaboration will be to provide up to \$200,000 in reimbursement to the Lakes Metro District for its costs to design and construct its park site and up to \$800,000 to the School District for its costs to design and construct its park site; and

WHEREAS, the City’s reimbursement of these costs will be funded from the City’s collection of its park capital expansion fee from the future residential units to be constructed in the Development; and

WHEREAS, in return, the Lakes Metro District and the School District have agreed to construct and operate their respective park sites, to maintain them pursuant to the City’s standards, and to keep them unfenced and accessible to the general public with some reasonable restrictions; and

WHEREAS, the parties have therefore negotiated an “Intergovernmental Agreement Concerning Public Park Improvements,” a copy of which is attached as **Exhibit A** and incorporated by reference (the “Intergovernmental Agreement”), to set forth the terms and conditions pursuant to which the parties will cooperate in this endeavor; and

WHEREAS, the Council hereby finds that entering into the Intergovernmental Agreement with the Lakes Metro District and the School District is in the City’s best interests and consistent with and in furtherance of the City’s Parks and Recreation Master Plan.

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

Section 1. That the Intergovernmental Agreement is hereby approved and the City Manager and the City Clerk are hereby authorized and directed to execute the Intergovernmental Agreement on behalf of the City. The City Manager is also authorized, following consultation with the City Attorney, to modify the Intergovernmental Agreement in form or substance as he deems reasonably necessary to effectuate the purposes of this Resolution or to protect the interests of the City.

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

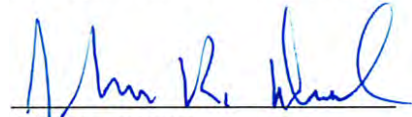
ADOPTED this 7th day of January, 2014.

Cecil Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



City Attorney

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT CONCERNING PUBLIC PARK IMPROVEMENTS

This INTERGOVERNMENTAL AGREEMENT CONCERNING PUBLIC PARK IMPROVEMENTS (“Agreement”) is entered into this ____ day of _____, 2013, by and among the City of Loveland, Colorado, a home rule municipality (“City”), The Lakes at Centerra Metropolitan District No. 1, a quasi-municipal corporation and a political subdivision of the State of Colorado (“Lakes District”), and Thompson R2-J School District, a political subdivision of the State of Colorado (“School District”), collectively referred to as the “Parties”.

RECITALS

WHEREAS, the Lakes District, together with The Lakes at Centerra Metropolitan Districts Nos. 2 and 3 (“District No. 2” and “District No. 3”, respectively, collectively with the Lakes District, the “Lakes Districts”), were formed pursuant to Section 32-1-101 *et seq.*, C.R.S., as amended, by order of the District Court for Larimer County, Colorado, and after approval of the eligible electors of the Lakes Districts at a regular election held on November 6, 2007, to assist in the financing, construction, installation, use, operation, and maintenance of public improvements for a residential development in the area generally located west of Houts Reservoir and Equalizer Lake, east of Boyd Lake Avenue, and south of East 37th Street; and

WHEREAS, the real property within the Lakes Districts is located wholly within the boundaries of the City and the School District, and is depicted in **Exhibit A**, attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, the Parties desire to see certain park and recreational amenities installed and operated in conjunction with the development of the Property, some of which will be owned and operated by the Lakes District (“Lakes District Improvements”) and some of which will be owned and operated by the School District (“School District Improvements”); and

WHEREAS, the Lakes District Improvements and the School District Improvements are collectively referred to herein as the “Park Improvements;” and

WHEREAS, the Lakes District and the School District are willing to construct, operate, and maintain the Lakes District Improvements and the School District Improvements, respectively; and

WHEREAS, the City is willing to cooperate in the financing of the construction of the Lakes District Improvements and the School District Improvements by the City’s collection of its park capital expansion fee imposed on new residential development on the Property as provided in City Code Chapter 16.38 (“Capital Expansion Fee”) and to pay that amount directly to the Lakes District and the School District for reimbursement of their costs in constructing the Lakes District Improvements and the School District Improvements, respectively, but in a total amount not to exceed One Million Dollars (\$1,000,000); and

WHEREAS, the City is willing to collect the Capital Expansion Fee from residential development occurring on the Property and to pay said amount to the Lakes District and School District in the manner and for the purposes provided herein, provided that the Lakes District and School District own, operate and maintain their respective Park Improvements for public use; and

WHEREAS, the Parties desire to cooperate in the development and funding of the Lakes District Improvements and the School District Improvements and to enter into this Agreement to set forth their respective rights and obligations with respect to such development and funding of the Lakes District Improvements and the School District Improvements.

NOW, THEREFORE, in consideration of the promises of the Parties hereto and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follow:

1. Construction of Lakes District Improvements. The Lakes District shall design and construct, or cause to be designed and/or constructed, the Lakes District Improvements, as more particularly depicted in **Exhibit B** attached hereto and incorporated herein by reference, and on that portion of the Property as more particularly described and depicted in **Exhibit C** attached hereto and incorporated herein by reference. The Lakes District shall be the owner of the Lakes District Improvements. The Lakes District shall have no obligation to construct any or all of the School District Improvements in the event the School District fails to construct any or all of the School District Improvements contemplated in Paragraph 2 of this Agreement. The Lakes District shall construct the Lakes District Improvements in accordance with the Public Improvement Construction Plans for the Millennium Northwest Fourth Subdivision, The Lakes at Centerra – Phase 1. The Lakes District shall complete the construction of the Lakes District Improvements on or before December 1, 2014.

2. Construction of the School District Improvements. The School District shall design and construct, or cause to be designed and/or constructed, the School District Improvements, as more particularly depicted in **Exhibit D** attached hereto and incorporated herein by reference, and on that portion of the Property as more particularly described and depicted in **Exhibit E** attached hereto and incorporated herein by reference. The School District shall be the owner of the School District Improvements. The School District shall have no obligation to construct any or all of the Lakes District Improvements in the event the Lakes District fails to construct any or all of the Lakes District Improvements contemplated in Paragraph 1 of this Agreement. The School District shall construct the School District Improvements in accordance with City specifications and a development plan approved by the City, such approval anticipated to occur in 2014. The School District shall complete the construction of the School District Improvements on or before December 1, 2015.

3. Reimbursement of Construction Costs. Estimates for the costs to design and construct the Park Improvements are set forth in **Exhibit F** attached hereto and incorporated herein by reference. The City hereby agrees to collect the Capital Expansion Fee and to pay it directly to the Lakes District and School District, as further described in Subparagraphs A. and B.

below, for reimbursement of the costs associated with the design and construction costs of the Park Improvements.

A. Collection of Capital Expansion Fee. As authorized by City Code Section 16.38.020, the City imposes the Capital Expansion Fee upon every additional dwelling unit of residential development within the Property. For any such residential activity requiring a certificate of occupancy, the Capital Expansion Fee is due and payable at the time that a final inspection for a certificate of occupancy is requested, except that if a temporary certificate of occupancy or other certificate of occupancy does not issue within thirty days after the call for inspection, the paid Capital Expansion Fee is returned to the party who paid such Capital Expansion Fee. For all other activities for which a certificate of occupancy is not required, including expansion or remodeling which creates additional dwelling units, the Capital Expansion Fee is due and payable at the time such additional space is actually occupied, except that a credit is given for any Capital Expansion Fee paid for the prior use. The City agrees to collect the Capital Expansion Fee and to pay it directly to the Lakes District and School District until such time that the Lakes District has been reimbursed in an amount up to the Lakes Reimbursement Cap and the School District has been reimbursed in an amount up to the School Reimbursement Cap, as further provided in Paragraph 3.B. below.

B. Payment of Capital Expansion Fee. The Parties acknowledge that the Lakes District Improvements shall be completed prior to the completion of the School District Improvements. At such time that the Lakes District Improvements are completed and accepted by the Lakes District and the City and prior to the completion of the School District Improvements, the City shall pay one hundred percent (100%) of its collected Capital Expansion Fee directly to the Lakes District for its costs associated with the design and construction of the Lakes District Improvements. At such time that the School District Improvements are completed and accepted by the School District and the City, the City shall pay eighty percent (80%) of its collected Capital Expansion Fee directly to the School District for its costs associated with the design and construction of the School District Improvements, and pay an amount equal to twenty percent (20%) of its collected Capital Expansion Fee directly to the Lakes District. At such time that the Lakes District has received Two Hundred Thousand Dollars (\$200,000) (the "Lakes Reimbursement Cap"), pursuant to this paragraph 3.B., the City shall thereafter pay one hundred percent (100%) of its collected Capital Expansion Fee directly to the School District. The City's obligations under this Paragraph 3 to pay its collected Capital Expansion Fee shall cease at such time as the School District has received Eight Hundred Thousand Dollars (\$800,000) (the "School Reimbursement Cap"), pursuant to this Section 3.B.

4. Change In Use of Park Improvements. In the event any Lakes District Improvements or School District Improvements are used for any purpose other than for public use, the Lakes District or School District, as applicable, shall reimburse the City for the full amount of Capital Expansion Fees it paid to the Lakes District or the School District, as applicable, in reimbursing them under this Agreement for their costs to construct the particular Lakes District Improvement or School District Improvement that is no longer available for public use. Such reimbursement will include interest at two percent (2%) plus the Federal Prime Rate, commencing upon the date the applicable Park Improvement ceases to be used for public use and accruing until the required reimbursement amount plus interest and any costs of collection are paid in full to the City.

5. Maintenance of Park Improvements. The Lakes District shall be solely responsible for the operation and maintenance of the Lakes District Improvements and any and all costs associated therewith including, but not limited to, any and all replacement and repair costs. The School District shall be solely responsible for the operation and maintenance of the School District Improvements and any and all costs associated therewith including, but not limited to, any and all replacement and repair costs. The Lakes District and the School District shall ensure that their respective Parks Improvements are maintained in accordance with City maintenance standards and practices, attached hereto and incorporated herein as **Exhibit G**. The City shall have no responsibility to operate or maintain any Park Improvements or to pay any costs associated therewith. The replacement or repair of any Park Improvements shall be subject to the approval of the City's Parks and Recreation Department.

6. Public Access. The Lakes District Improvements shall be unfenced and remain open to the public at all times, subject to normal park closure times. The School District Improvements shall be unfenced, except for certain School District Improvements that typically include a fenced enclosure, such as ball fields and soccer and football goal areas, and shall be open to the public during all non-school operating hours, subject to normal park closure times. Furthermore, the School District Improvements shall be subject to that certain Intergovernmental Agreement covering Joint Use of Facilities between the City and the School District, dated March 6, 2013, as the same has been amended and may be amended in the future from time to time, a copy of which is attached hereto and incorporated herein by reference as **Exhibit H**.

7. Term. This Agreement shall remain in full force and effect and be binding upon the Parties until such time that the Parties have fulfilled all of their obligations set forth in this Agreement.

8. Amendment. This Agreement may not be amended, modified, or changed, in whole or in part, without a written agreement executed by all Parties to this Agreement.

9. Assignment. This Agreement, in whole or in part, may not be assigned or transferred to any other party without the prior written consent of the non-assigning Parties. Any attempted assignment in violation of this paragraph shall be immediately void and of no effect.

10. Notices and Place for Payments. Any notice or payment required under this Agreement or any notice desired to be given by any Party to this Agreement shall be in writing and may be personally delivered; sent by certified mail, return receipt requested; sent by electronic mail; or sent by a nationally recognized receipted overnight delivery service for earliest delivery the next day. Any such notice shall be deemed to have been given as follows: when personally delivered to the party to whom it is addressed; when mailed, three delivery (3) days after deposit in the United States mail, postage prepaid; when by electronic mail, on the day sent if sent on a day during regular business hours (9 a.m. to 5 p.m.) of the recipient, otherwise on the next day at 9 a.m.; and when by overnight delivery service, one (1) day after deposit in the custody of the delivery service. The addresses of the mailing, electronic transmitting, or delivering of notices shall be as follows:

If to the City: City of Loveland
Gary Havener, Director of Parks & Recreation
500 East Third Street
Loveland, Colorado 80537
Email: Gary.Havener@cityofloveland.org

With a copy to: City of Loveland
City Attorney
500 East Third Street
Loveland, Colorado 80537
Attn: John Duval
Email: john.duval@cityofloveland.org

If to the Lakes District: The Lakes at Centerra Metropolitan District No. 1
1627 E. 18th Street
Loveland, Colorado 80538
Attn: Peggy Dowswell
Email: peggyd@pinnacleconsultinggroupinc.com

With a copy to: Icenogle Seaver Pogue, P.C.
4725 S. Monaco St., Suite 225
Denver, Colorado 80237
Attn: Alan D. Pogue
Email: APogue@ISP-law.com

If to School District: Superintendent of Schools
Thompson School District R2-J
800 S. Taft Avenue
Loveland, Colorado 80537
Attn: _____
Email: _____

11. Further Assurances. The Parties shall execute such additional documents or instruments and shall take such action as may be reasonably necessary or required to carry out the terms and provisions of this Agreement.

12. Waiver. No waiver by any Party to this Agreement of any term or condition of this Agreement shall be deemed to be or shall be construed as a waiver of any other term or condition of this Agreement, nor shall any waiver of a breach of any provision of this Agreement be deemed to constitute a waiver or any subsequent breach of the same provision.

13. Subject to Annual Appropriations. The City and the School District do not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The City's and School District's respective financial obligations hereunder are therefore subject to annual appropriation. The Lakes District represents and agrees that its financial obligations under

this Agreement are not subject to annual appropriation because the Lakes District has held a TABOR election, on November 6, 2007, at which its eligible electors approved the Lakes District's issuance of \$50,000,000 of debt for the purpose of constructing park and recreation improvements, thereby authorizing the Lakes District to bind itself to its multi-fiscal year obligations under this Agreement.

14. Governmental Immunity. Nothing in this Agreement shall be construed to be a waiver, in whole or in part, of any right, privilege, or protection afforded the City, the Lakes District, or the School District pursuant to the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S. and under any other law.

15. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado. Venue for any action brought to enforce the terms of this Agreement shall only be in the District Court in and for Larimer County, Colorado.

16. Severability. In any clause or provision of this Agreement is adjudged invalid and/or unenforceable by a court of competent jurisdiction or by operation of any law, such clause or provision shall not affect the validity of this Agreement as a whole, but shall be severed herefrom, leaving the remaining Agreement intact and enforceable.

17. Attorneys' Fees. In the event that litigation is brought by any Party hereto in connection with this Agreement, the prevailing Party(ies) shall be entitled to recover from the opposing Party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any terms, conditions, or provisions hereof.

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

19. Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

20. Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter set forth herein and supersedes all prior agreements, understandings, discussions, representations, or warranties made by any Party.

21. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

(Remainder of page left intentionally blank.)

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

CITY OF LOVELAND, COLORADO
A Municipal corporation

Cecil Gutierrez, Mayor

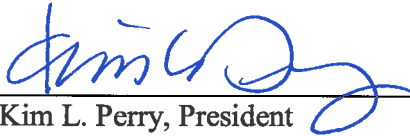
ATTEST:

City Clerk

APPROVED AS TO FORM:

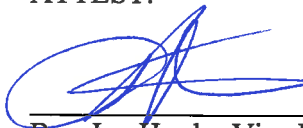
City Attorney

THE LAKES AT CENTERRA METROPOLITAN
DISTRICT NO. 1, a quasi-municipal corporation
and political subdivision of the State of Colorado



By: Kim L. Perry, President

ATTEST:



By: Jay Hardy, Vice President

THOMPSON R2-J SCHOOL DISTRICT, a
political subdivision of the State of Colorado

By: _____
Its: School Board President

ATTEST:

_____, Secretary

THE LAKES AT CENTERRA METRO DISTRICTS 1-3 MAP

SECTIONS 4 AND 9 TOWNSHIP 5 NORTH, RANGE 68 WEST,
CITY OF LOVELAND, COUNTY OF LARIMER, STATE OF COLORADO

tabbles®

EXHIBIT

LEGEND:

- 12 -Section Cc
- 13
- Metro District No. 1
- Metro District No. 2
- Metro District No. 3

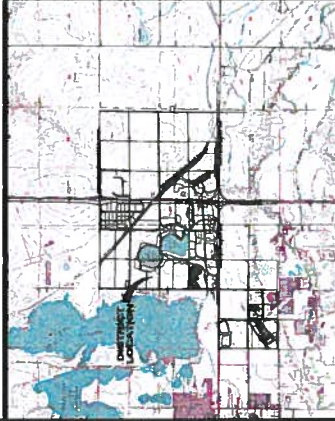
DISTRICT ACREAGE:

THE LAKES AT CENTERRA METRO DISTRICTS 1-3 LAND DISTRIBUTION TABLE

PANSEL	SE	AC	% OF TOTAL
METRO DIST #1	10.000	0.230	0.10
METRO DIST #2	7,355.015	168.848	74.48
METRO DIST #3	2,517.854	57.683	25.44
SUM =	9,872.869	226.761	100.0



August 1, 2007



VICINITY MAP
N.T.S.

**THE LAKES AT
CENTERRA**
METROPOLITAN DISTRICTS 1-3

DISTRICT MAP



NE NORTHERN ENGINEERING

1000 W. 10th Street, Suite 100, Loveland, CO 80530
781-233-8888
www.northern-engineering.com

UPLAND NATIVE SEED MIX

Upland and Slope Seed Mix for Detention Ponds (2 pages)

Seeding Rate (seeds/ft sq)	75
Seeding Rate (PLS lbs/acre)	27.9
Est. Seed Cost (per acre)	\$1,804.91

Common Name	Scientific Name	Variety	(in order of preference)	Moisture regime	Tolerance	% of Mix	# Seeds Needed	Seeds/ # Ounces	Seeds/ sq foot	Aggress. Factor	Adjusted Ounces	Adjusted Grams	PLS % by weight	Price	Extended	Butterfly Plant	Bird Plant
Wheatgrass Box																	
Western Wheatgrass #	<i>Pascopyrum smithii</i>			Native, Arriba	High	7	106722	8875	15.22	2.45	1.1	14.1	4001	9.8 \$ 3.65	\$ 3.22	x	x
Thickspike Wheatgrass #	<i>Elymus macrourus</i>			Native, Britana	Moderate	7	106722	9969	10.71	2.45	1	10.7	3035	7.5 \$ 4.00	\$ 2.68	x	x
Green Needlegrass #	<i>Nassella viridula</i>			Native, Lodorm	Moderate	10	152460	11313	13.48	3.50	1	13.5	3821	9.4 \$ 1.95	\$ 1.64	x	x
Elymus trachycapus #	<i>Slender Wheatgrass #</i>			Native, San Luis	Moderate	9	137214	9398	13.81	3.15	1.1	12.6	355.8	8.7 \$ 1.99	\$ 1.56	x	x
Trash Box																	
Blue Grama #	<i>Bouteloua gracilis</i>			Native, Lovington	High	10	152460	51563	3.0	3.50	1	3.0	83.8	2.1 \$ 8.99	\$ 1.66	x	x
Buffalograss #	<i>Buchloe dactyloides</i>			Native, Sharp's Improved	High	10	152460	5600	27.2	3.50	1	27.2	771.8	19.0 \$ 6.75	\$ 11.49	x	x
Sideoats Grama #	<i>Bouteloua curtipendula</i>			Native, El Reno, Vaughn	High	18	274428	11938	23.0	6.30	1	23.0	651.7	16.0 \$ 4.75	\$ 5.82	x	x
Little Bluestem #	<i>Schizachyrium scoparium</i>			Native, Pastura	Moderate	16	243936	16250	15.01	5.60	0.9	16.7	472.9	11.6 \$ 11.00	\$ 11.47	x	x
Fourwing Saltbush #	<i>Atriplex canescens</i>			Native	High	7	106722	3250	32.84	2.45	1	32.8	930.9	22.9 \$ 25.00	\$ 51.31	x	x
Legume Box																	
Switchgrass L	<i>Panicum virgatum</i> L			Native, Nebraska 28, Blackwell	Moderate	6	91478	24313	3.76	2.10	0.9	4.2	118.5	2.9 \$ 12.00	\$ 3.14	x	xx
Total						100	1524600	158.29	35.00			143.6	4071.1	100.0	\$ 91.76		

Mix and package separately. Put this seed in the wheatgrass box of the drill seeder.
 * Mix and package separately. Put this seed in the trash box of the drill seeder.
 L Package separately. Put this seed in the legume box if present otherwise mix with the fluffy seeds and put in the trash box.
Drill seed at 1/2"
 Note this mix is for one acre only. If you are seeding 3 acres then multiply the quantities by 3.

Shaded areas are the key information needed for seed buyers and seeding contractors.
 PLS = Pure Live Seed

WETLAND SEED MIX I

Detention Pond - Subirrigated and Wetland High Diversity Seed Mix - Seed on Pond Bottom and Lower 3 Feet of Side Slope* (2 pages)

Seeding Rate (seeds/ft sq)	35
Seeding Rate (PLS lbs/acre)	7.2

Common Name	Scientific Name	Variety	(in order of preference)	Moisture regime	Tolerance	% of Mix	# Seeds Needed	Seeds/ # Ounces	Seeds/ sq foot	Aggress. Factor	Adjusted Ounces	Adjusted Grams	PLS % by weight	Price	Extended	Butterfly Plant	Bird Plant
Western Wheatgrass #	<i>Pascopyrum smithii</i>			Native, Arriba	High	10	152460	8875	22.18	3.50	1.1	20.2	571.5	17.5 \$ 3.65	\$ 4.60	x	x
Canada Wildrye #	<i>Elymus canadensis</i>			Native	Moderate	7	106722	7125	14.98	2.45	1	15.0	424.6	13.0 \$ 3.25	\$ 3.04	x	x
Prairie Cordgrass #	<i>Spartina pectinata</i>			Native	Moderate	5	76230	11437	6.87	1.75	1	6.7	189.0	5.8 \$ 42.00	\$ 17.50	x	x
Big Bluestem #	<i>Andropogon gerardii</i>			Native, Kaw, Pawnee	Moderate	10	152460	10313	14.78	3.50	0.9	16.4	465.7	14.3 \$ 5.75	\$ 5.90	x	x
Yellow Indiangrass #	<i>Sorghastrum nutans</i>			Native, Cheyenne	Low	5	76230	10937	6.97	1.75	0.9	7.7	219.6	6.7 \$ 6.59	\$ 3.19	x	x
Switchgrass L	<i>Panicum virgatum</i> L			Blackwell, Nebraska 28	Moderate	5	76230	24313	3.14	1.75	0.9	3.5	98.8	3.0 \$ 6.25	\$ 1.36	x	x
Little Bluestem #	<i>Schizachyrium scoparium</i>			Native, Pastura	Moderate	5	76230	16250	4.69	1.75	0.9	5.2	147.8	4.5 \$ 10.00	\$ 3.26	x	x
Prairie Dropseed	<i>Sporobolus heterolepis</i>			Native	Moderate	3	45738	16000	2.86	1.05	0.9	3.2	90.0	2.8 \$ 150.00	\$ 29.78	x	x
Baltic Rush	<i>Juncus balticus</i> var. <i>montanus</i>			Native	High	3	45738	50000	0.15	1.75	1.1	0.1	3.9	0.1 \$ 125.00	\$ 1.08	x	x
Torney Rush	<i>Juncus torreyi</i>			Native	High	3	45738	78970	0.08	1.05	1.1	0.1	1.5	0.0 \$ 150.00	\$ 0.51	x	x
Woolly Sedge	<i>Carex lanuginosa</i>			Native	High	5	76230	14000	5.45	1.75	1.1	5.0	140.3	4.3 \$ 150.00	\$ 46.41	x	x
Nebraska Sedge	<i>Carex nebrascensis</i>			Native	High	5	76230	57019	1.34	1.75	1.1	1.3	37.9	1.2 \$ 60.00	\$ 5.01	x	x
Water Sedge	<i>Carex aquatilis</i>			Native	Moderate	5	76230	72016	1.08	1.75	0.9	1.2	33.3	1.0 \$ 100.00	\$ 7.35	x	x
Creeping Spikerush	<i>Eleocharis palustris</i>			Native	High	5	76230	38750	1.97	1.75	1.1	2.0	55.6	1.7 \$ 85.00	\$ 10.45	x	x
Alkali Bulrush	<i>Scheuchzeria palustris</i>			Native	High	7	106722	10000	10.67	2.45	1.1	9.7	275.1	8.4 \$ 10.50	\$ 6.37	x	x
American Threesquare	<i>Scheuchzeria palustris</i>			Native	Moderate	5	76230	25000	3.05	1.75	1	3.0	86.4	2.7 \$ 95.00	\$ 18.10	x	x
Giant Burreed	<i>Sagittaria arifolia</i>			Native	High	1	15246	1419	10.74	0.35	1	10.7	304.6	9.3 \$ 80.00	\$ 40.29	x	x
American Sloughgrass	<i>Beckmannia eryzoides</i>			Native	High	3	45738	50000	0.91	1.05	1	0.9	25.9	0.8 \$ 20.00	\$ 1.14	x	x
Hardstem Bulrush	<i>Scheuchzeria palustris</i>			Native	High	3	45738	25125	1.82	1.05	1	1.8	51.8	1.8 \$ 120.00	\$ 13.65	x	x
Softstem Bulrush	<i>Scheuchzeria palustris</i>			Native	High	3	45738	34375	1.33	1.05	1	1.3	37.7	1.2 \$ 75.00	\$ 6.24	x	x
Total						100	1524600	165970.4	114.81	35.00		115.0	3261.1	100.0	\$ 226.23		

If drill seeding, mix and package separately. Put this seed in the wheatgrass box of the drill seeder.
 * If drill seeding, mix and package separately. Put this seed in the trash box of the drill seeder.
 L If drill seeding, package separately. Put this seed in the legume box if present otherwise mix with the fluffy seeds and put in the trash box.
Drill seed at 1/2"
 Package separately. Broadcast all other seeds in this mix after drill seeding.
 * If broadcast seeding in the spring, try to incorporate the seeds marked with the #, and the L symbols into the soil using a rake or harrow, then broadcast the rest onto the surface.
 * If broadcast seeding in the fall, seed all species onto the surface and allow natural freeze thaw cycles to incorporate seed into the soil.
 Note this mix is for one acre only. If you are seeding 3 acres then multiply the quantities by 3.

Shaded areas are the key information needed for seed buyers and seeding contractors.
 PLS = Pure Live Seed
 Copyright, Ark Ecological Services 303-985-4849

WETLAND SEED MIX 2

Detention Pond 102 - Subirrigated and Wetland High Diversity Seed Mix (Reduced Cost) - Seed on Pond Bottom and Lower 3 Feet of Side Slope* (2 pages)

Seeding Rate (seeds/ft sq)	50
Seeding Rate (PLS lbs/acre)	11.1
Est. Seed Cost (per acre)	\$957.02

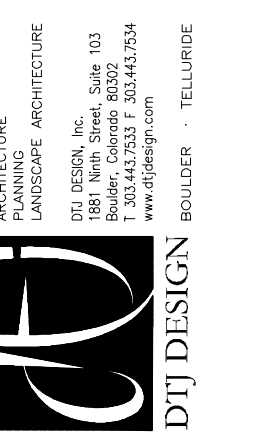
Common Name	Scientific Name	Variety	(in order of preference)	Moisture regime	Tolerance	% of Mix	# Seeds Needed	Seeds/ # Ounces	Seeds/ sq foot	Aggress. Factor	Adjusted Ounces	Adjusted Grams	PLS % by weight	Price	Extended	Butterfly Plant	Bird Plant
Western Wheatgrass #	<i>Pascopyrum smithii</i>			Native, Arriba	High	4	52272	6875	7.60	1.20	1.1	6.9	196.0	10.2 \$ 3.65	\$ 1.58	x	x
Canada Wildrye #	<i>Elymus canadensis</i>			Native	Moderate	6	78408	7125	11.00	1.80	1	11.0	312.0	16.3 \$ 3.25	\$ 2.24	x	x
Prairie Cordgrass #	<i>Spartina pectinata</i>			Native	Moderate	3	39204	11437	3.43	0.90	1	3.4	97.2	5.1 \$ 42.00	\$ 9.00	x	x
Big Bluestem #	<i>Andropogon gerardii</i>			Native, Kaw, Pawnee	Moderate	4	52272	10313	5.07	1.20	0.9	5.6	169.7	8.3 \$ 5.75	\$ 2.02	x	x
Yellow Indiangrass #	<i>Sorghastrum nutans</i>			Native, Cheyenne	Low	5	65340	10937	5.97	1.50	0.9	6.8	188.2	9.8 \$ 6.59	\$ 2.73	x	x
Switchgrass L	<i>Panicum virgatum</i> L			Blackwell, Nebraska 28	Moderate	5	65340	24313	2.89	1.50	0.9	4.9	30.4	4.4 \$ 6.25	\$ 1.17	x	x
Little Bluestem #	<i>Schizachyrium scoparium</i>			Native, Pastura	Moderate	5	65340	16250	4.22	1.50	0.9	4.5	125.7	3.6 \$ 10.00	\$ 2.79	x	x
Prairie Dropseed	<i>Sporobolus heterolepis</i>			Native	Low	1	13068	16000	0.82	0.30	0.9	0.9	25.7	1.3 \$ 150.00	\$ 8.51	x	x
Baltic Rush	<i>Juncus balticus</i> var. <i>montanus</i>			Native	High	8	104544	50000	0.21	2.40	1.1	0.2	5.4	0.3 \$ 125.00	\$ 1.49	x	x
Torney Rush	<i>Juncus torreyi</i>			Native	High	12	156916	78970	0.20	3.60	1.1	0.2	5.3	0.3 \$ 150.00	\$ 1.74	x	x
Woolly Sedge	<i>Carex lanuginosa</i>			Native	High	4	52272	14000	3.73	1.20	1.1	3.4	96.2	5.0 \$ 150.00	\$ 31.82	x	x
Nebraska Sedge	<i>Carex nebrascensis</i>			Native	High	6	78408	57019	1.38	1.80	1	1.4	39.0	2.0 \$ 60.00	\$ 5.16	x	x
Water Sedge	<i>Carex aquatilis</i>			Native	Moderate	6	78408	72016	1.09	1.80	0.9	1.2	34.3	1.8 \$ 100.00	\$ 7.56	x	x
Creeping Spikerush	<i>Eleocharis palustris</i>			Native	High	6	78408	38750	2.02	1.80	1	2.0	57.4	3.0 \$ 85.00	\$ 10.75	x	x
Alkali Bulrush	<i>Scheuchzeria palustris</i>			Native	High	4	52272	10000	5.23	1.20	1.1	4.8	134.7	7.0 \$ 10.50	\$ 3.12	x	x
American Threesquare	<i>Scheuchzeria palustris</i>			Native	Moderate	5	65340	25000	2.61	1.50	1	2.6	74.1	3.9 \$ 95.00	\$ 15.52	x	x
Giant Burreed	<i>Sagittaria arifolia</i>			Native	High	0.5	6534	1419	4.60	0.15	1	0.5	13.0	6.8 \$ 60.00	\$ 17.27	x	x
American Sloughgrass	<i>Beckmannia eryzoides</i>			Native	High	8.5	110778	50000	2.22	2.55	1	2.2	63.0	3.3 \$ 20.00	\$ 2.78	x	x
Hardstem Bulrush	<i>Scheuchzeria palustris</i>			Native	High	3	39204	25125	1.58	0.90	1	1.6	44.2	2.3 \$ 120.00	\$ 11.70	x	x
Softstem Bulrush	<i>Scheuchzeria palustris</i>			Native	High	4	52272	34375	1.52	1.20	1	1.5	43.1	2.3 \$ 75.00	\$ 7.13	x	x
Total						100	1006800	169970.4	66.99	30.00		67.6	1917.2	100.0	\$ 146.06		

If drill seeding, mix and package separately. Put this seed in the wheatgrass box of the drill seeder.
 * If drill seeding, mix and package separately. Put this seed in the trash box of the drill seeder.
 L If drill seeding, package separately. Put this seed in the legume box if present otherwise mix with the fluffy seeds and put in the trash box.
Drill seed at 1/2"
 Package separately. Broadcast all other seeds in this mix after drill seeding.
 * If broadcast seeding in the spring, try to incorporate the seeds marked with the #, and the L symbols into the soil using a rake or harrow, then broadcast the rest onto the surface.
 * If broadcast seeding in the fall, seed all species onto the surface and allow natural freeze thaw cycles to incorporate seed into the soil.
 Note this mix is for one acre only. If you are seeding 3 acres then multiply the quantities by 3.

Shaded areas are the key information needed for seed buyers and seeding contractors.
 PLS = Pure Live Seed

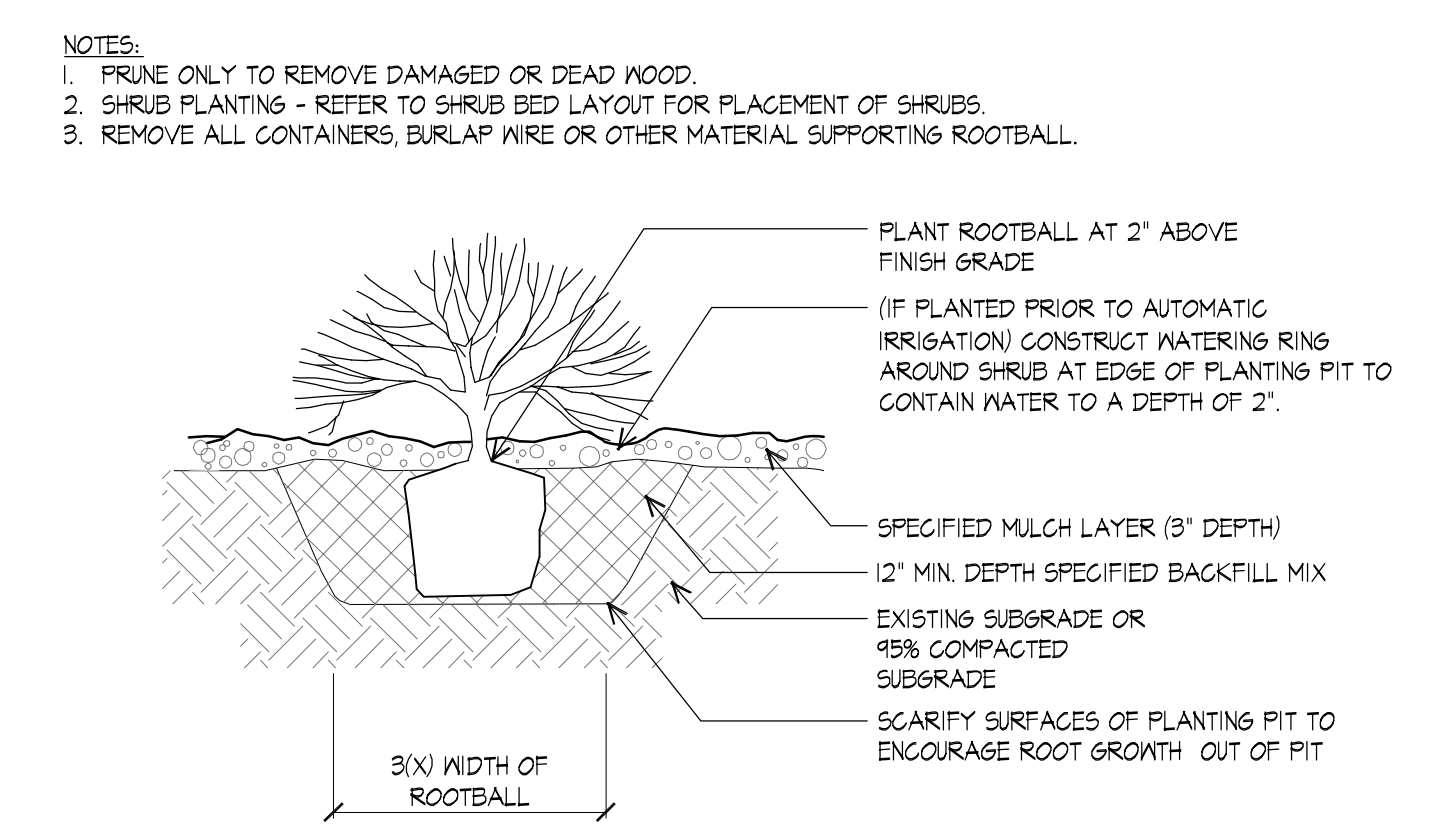
Seeding Rate (seeds/ft sq)	40
Seeding Rate (PLS lbs/acre)	13.8

Common Name	Scientific Name	Variety	(in order of preference)	Moisture regime	Tolerance	% of Mix	# Seeds Needed	Seeds/ # Ounces	Seeds/ sq foot	Aggress. Factor	Adjusted Ounces	Adjusted Grams	PLS % by weight	Price	Extended	Butterfly Plant	Bird Plant
FORB																	



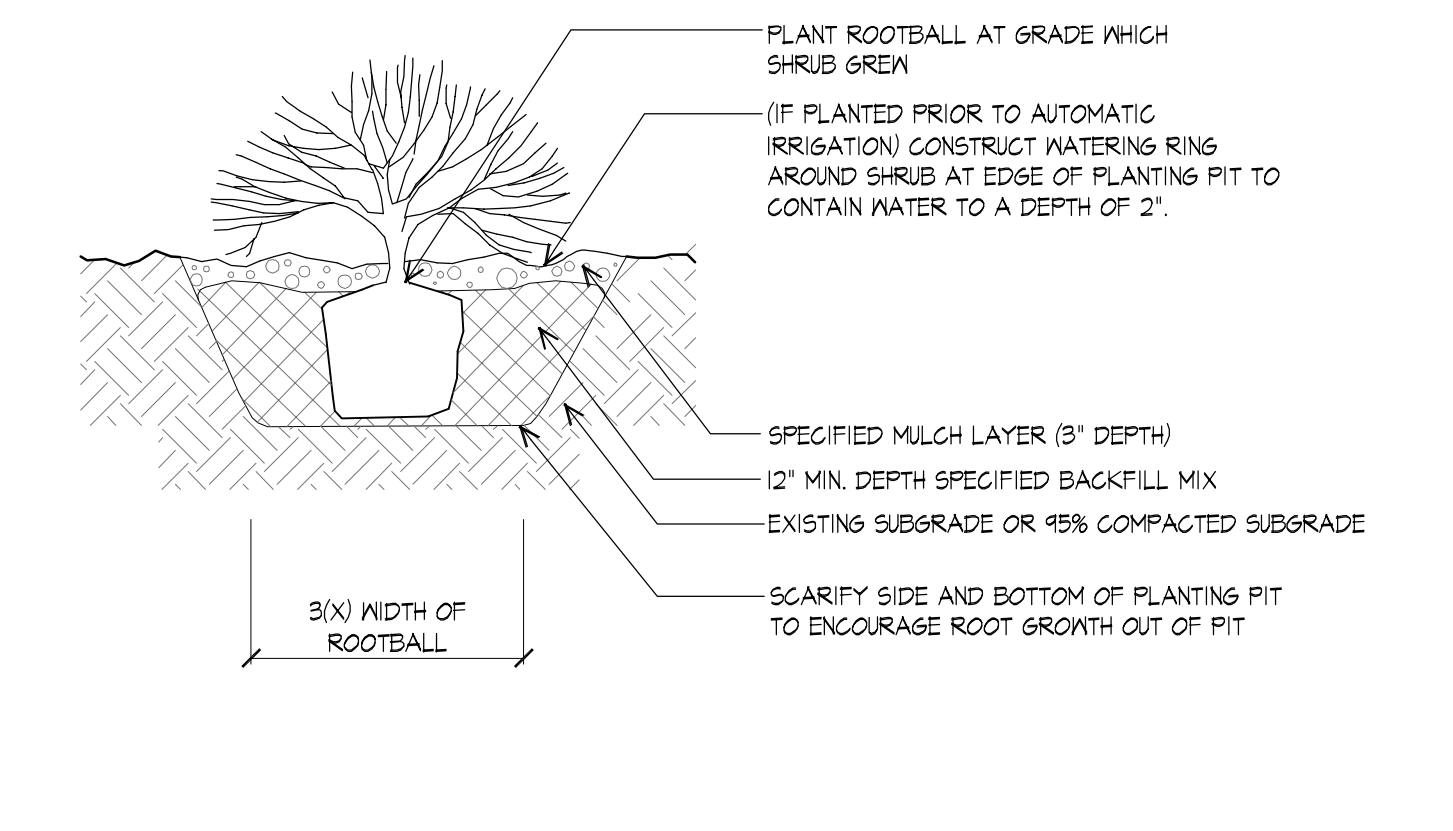
DOCUMENT AMENDMENTS	
No.	Description
2	11/14/13 SECOND CITY SUBMITTAL
1	9/20/13 INITIAL CITY SUBMITTAL

Project Number:	2003203_4015
Designed By:	DTJ DTJ
Checked By:	DTJ L5.0
Sheet Number:	L23

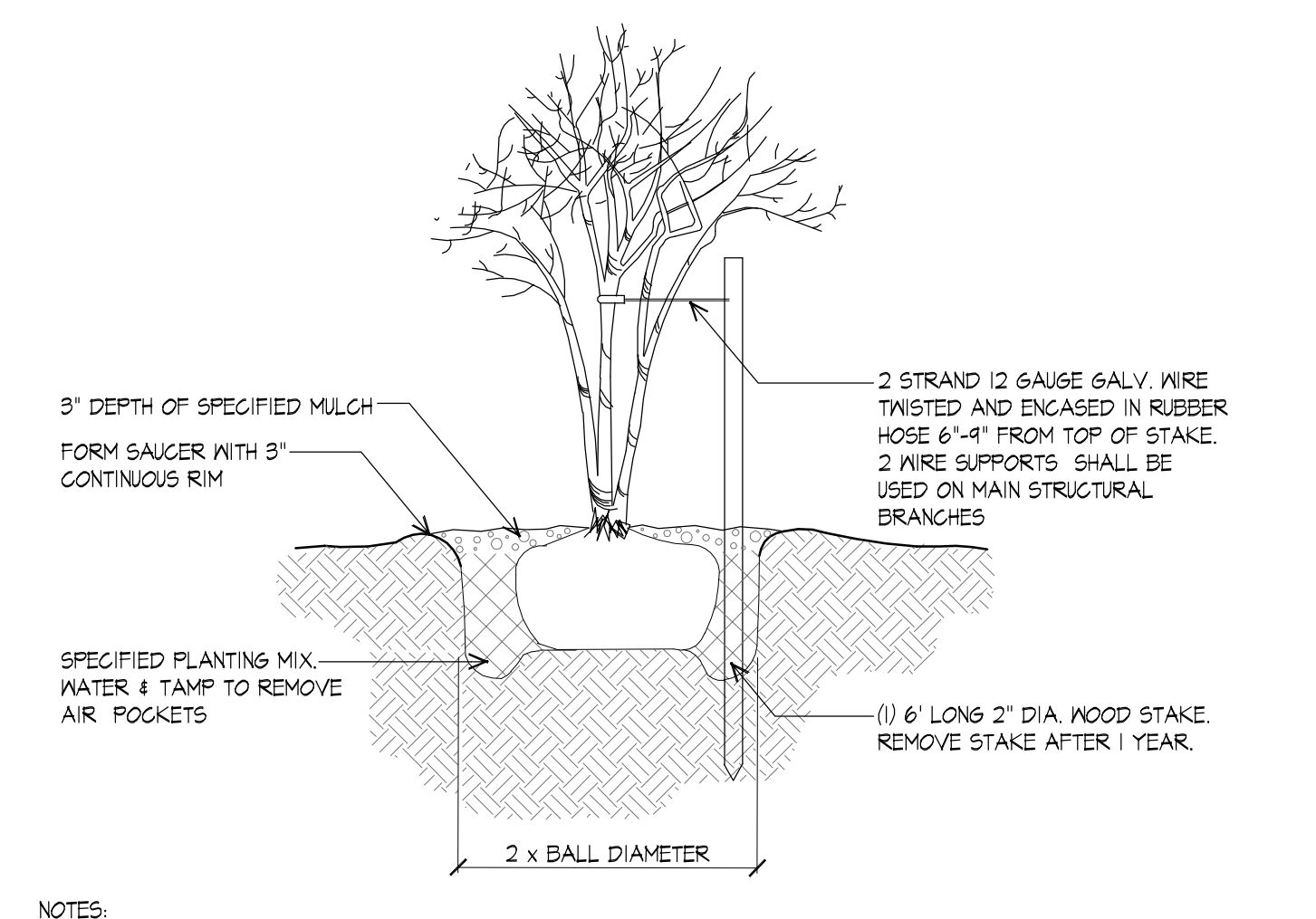


6 TYP. SHRUB PLANTING WITHIN MULCH BED
 SCALE: N.T.S. SECTION

NOTES:
 1. PRUNE ONLY TO REMOVE DAMAGED OR DEAD WOOD.
 2. SHRUB PLANTING - REFER TO SHRUB BED LAYOUT FOR PLACEMENT OF SHRUBS.
 3. REMOVE ALL CONTAINERS, BURLAP WIRE OR OTHER MATERIAL SUPPORTING ROOTBALL.
 4. FOR GROUPINGS OF SHRUBS, MULCH ENTIRE PLANTING AREA.
 5. FOR INDIVIDUAL SHRUBS, MULCH PLANTING PIT AREA ONLY.
 6. NO EDGES FOR THESE SHRUB PLANTINGS SHOWN IN OPEN LANDS AREAS.
 7. GRADE EDGE OF PLANTING AREAS TO RETAIN MULCH.

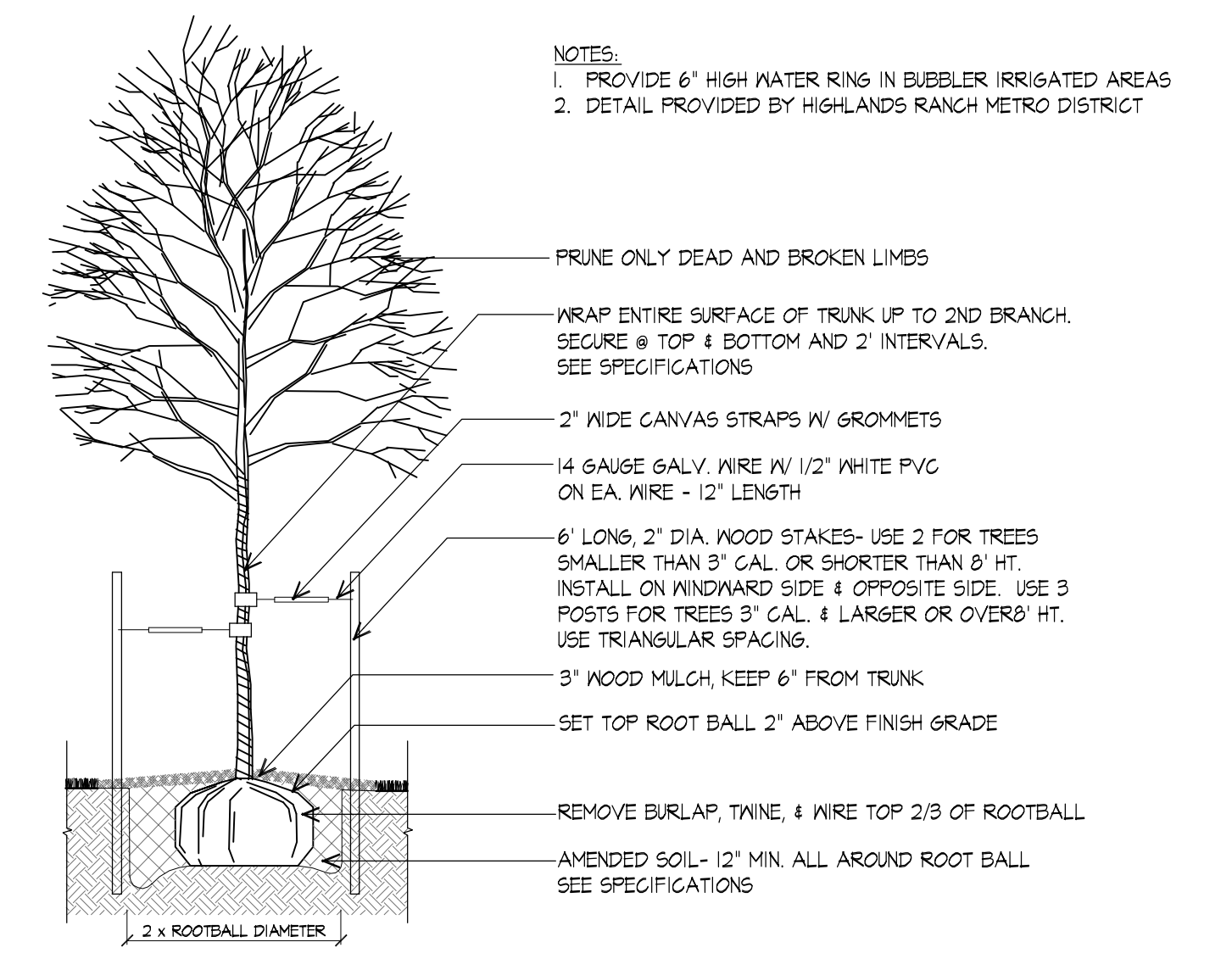


5 OPEN LANDS SHRUB PLANTING
 SCALE: N.T.S. SECTION



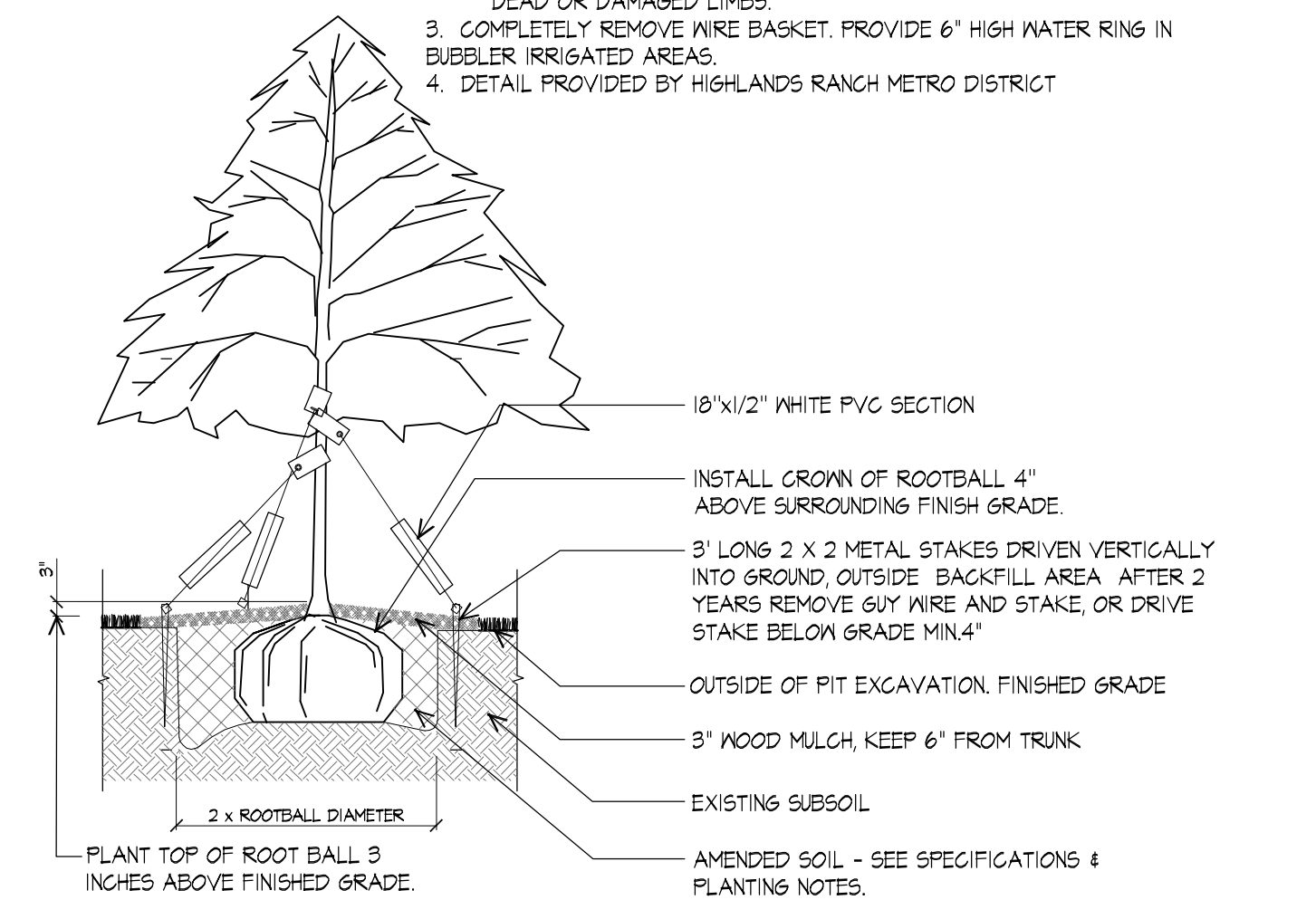
3 MULTI-TRUNK TREE STAKING
 SCALE: N.T.S. SECTION

NOTES:
 1. STAKE TO FIRST BRANCHES AS NECESSARY FOR SUPPORT
 2. WIRE SHALL NOT TOUCH OR RUB ADJACENT TRUNKS OR BRANCHES

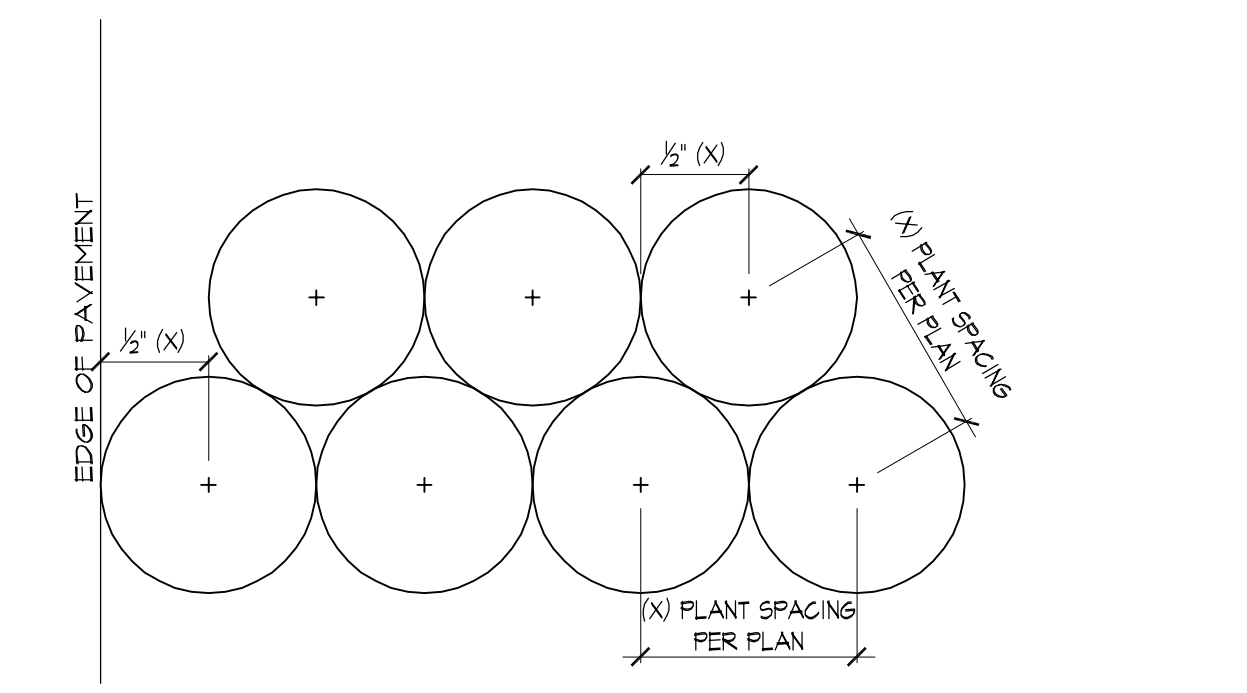


2 DECIDUOUS TREE PLANTING
 SCALE: N.T.S. SECTION

NOTES:
 1. REMOVE ALL WIRE, TWINE & PLASTIC FROM ROOTBALL, AFTER PLANT IS SET. PULL BACK AND REMOVE BURLAP FROM TOP 1/2 OF ROOTBALL, SPLIT REMAINING BURLAP.
 2. TREES WITH CRUSHED OR BROKEN ROOTBALLS WILL BE REJECTED. PRUNE DEAD OR DAMAGED LIMBS.
 3. COMPLETELY REMOVE WIRE BASKET. PROVIDE 6" HIGH WATER RING IN BUBBLER IRRIGATED AREAS.
 4. DETAIL PROVIDED BY HIGHLANDS RANCH METRO DISTRICT

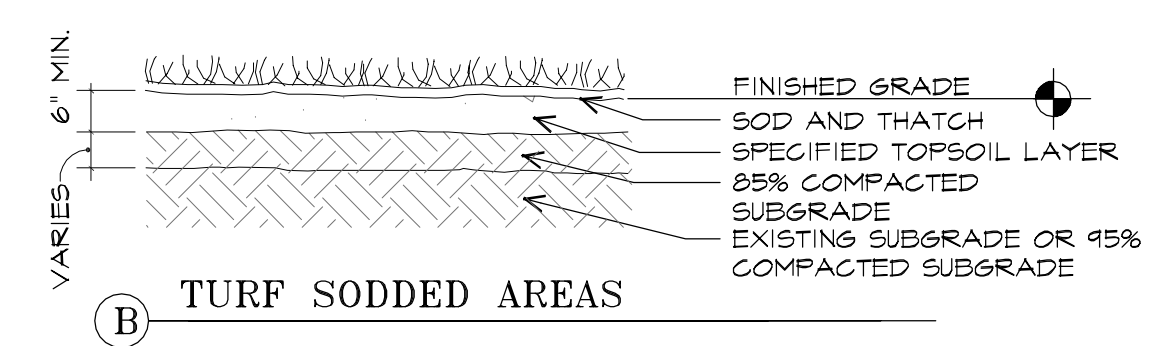
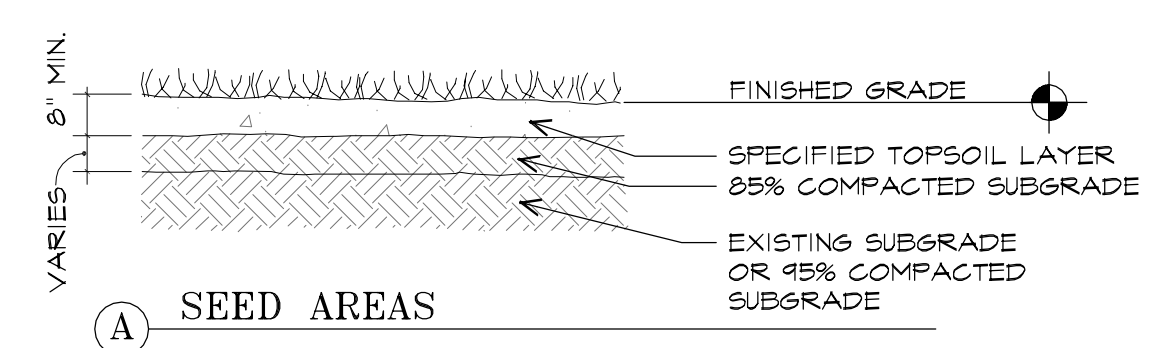


1 EVERGREEN TREE PLANTING
 SCALE: N.T.S. SECTION

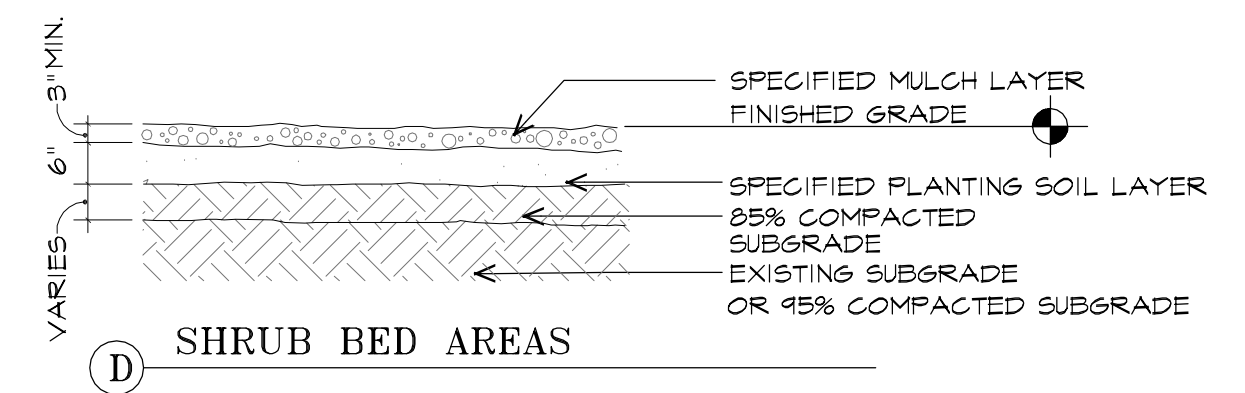
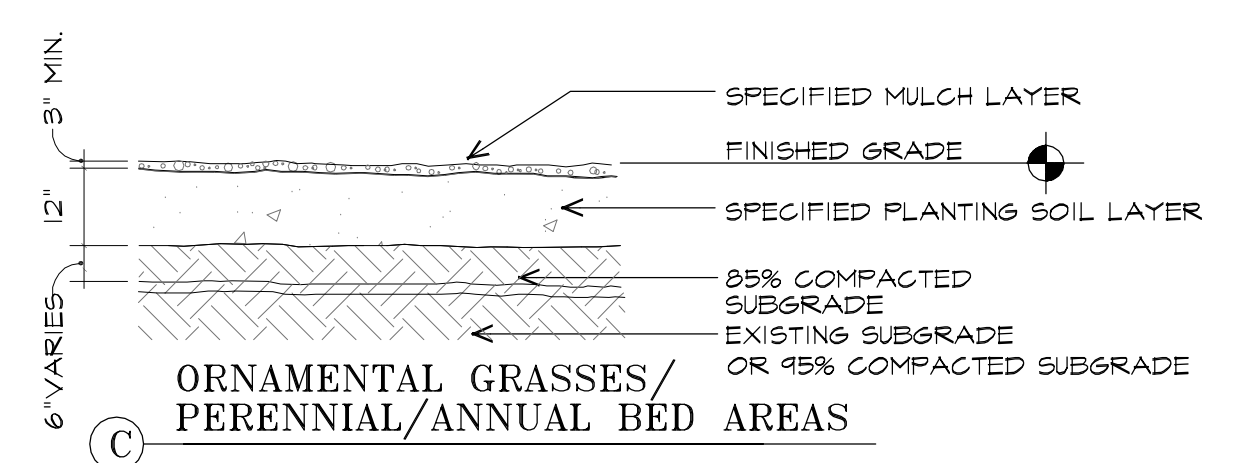


4 TYP. TRIANGULAR SPACING
 SCALE: N.T.S. PLAN

MULCHING CONDITIONS:
 1. PROVIDE SPECIFIED WOOD MULCH IN THE FOLLOWING BEDS:
 A. PERENNIALS
 B. ORNAMENTAL GRASSES
 C. TREE RINGS
 D. SHRUB BEDS
 2. HARD COMPACT SOIL AT SHOVEL CUT EDGE
 3. SPECIFIED MULCH LAYER 3" IN PERENNIALS/G.C. AREA

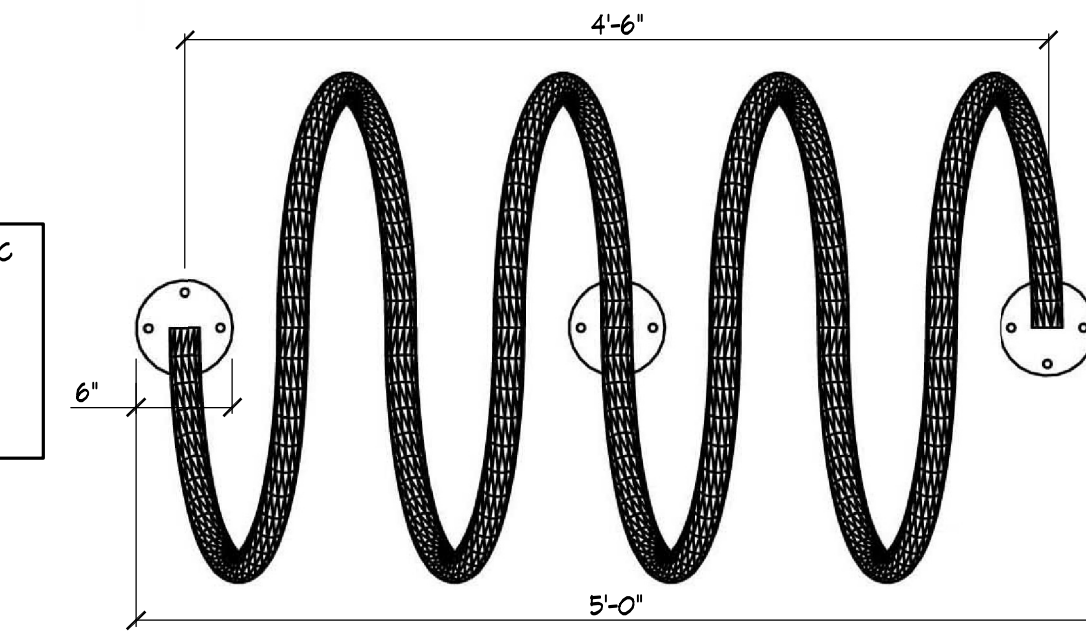


7 PLANTING AREAS
 SCALE: N.T.S. SECTION

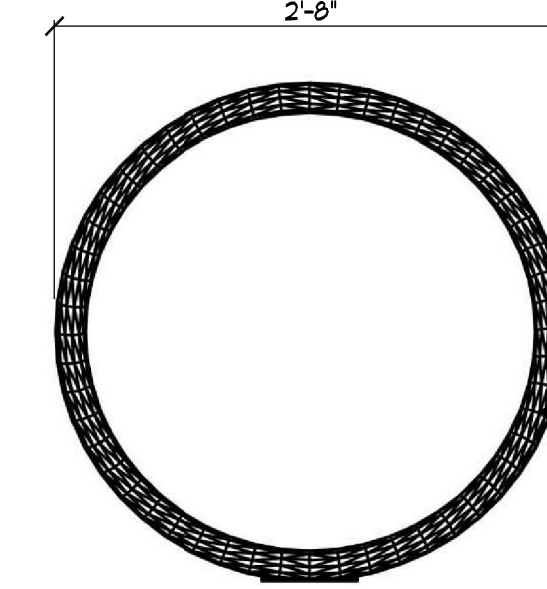
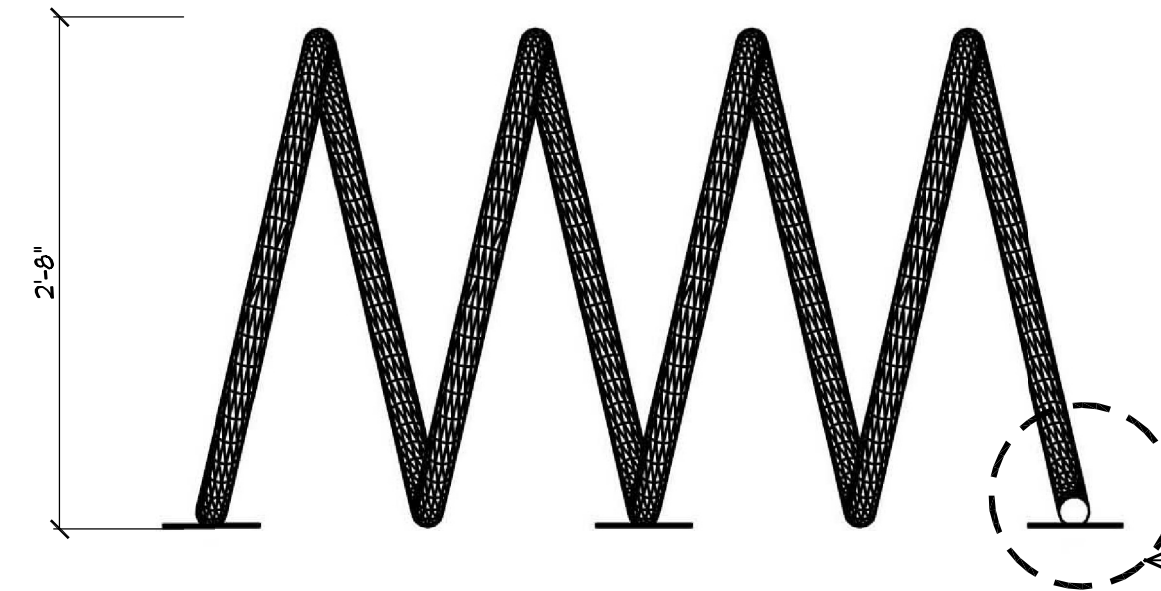


SECTION

HIGHLAND PRODUCTS GROUP, LLC
 3350 NW BOCA RATON BLVD.,
 SUITE B2
 BOCA RATON, FL 33431
 561-620-7878
 MODEL: BIKE-COIL 6 TO 8 BIKE
 RACK, SURFACE MOUNT



EXAMPLE OF BIKE RACK



STEEL IN-LINE BIKE RACK: 1.4" DIA. GALVANIZED STEEL TUBING W/ POLYESTER POWDER COATING OVER EPOXY PRIMER

ATTACHMENT ENLARGEMENT (SEE DETAIL *X SHT. XX)

6 BIKE RACK
 L6.0 1' x 1'-0"

3 TRASH RECEPTACLE
 L6.0 1' x 1'-0"



CHARACTER IMAGES



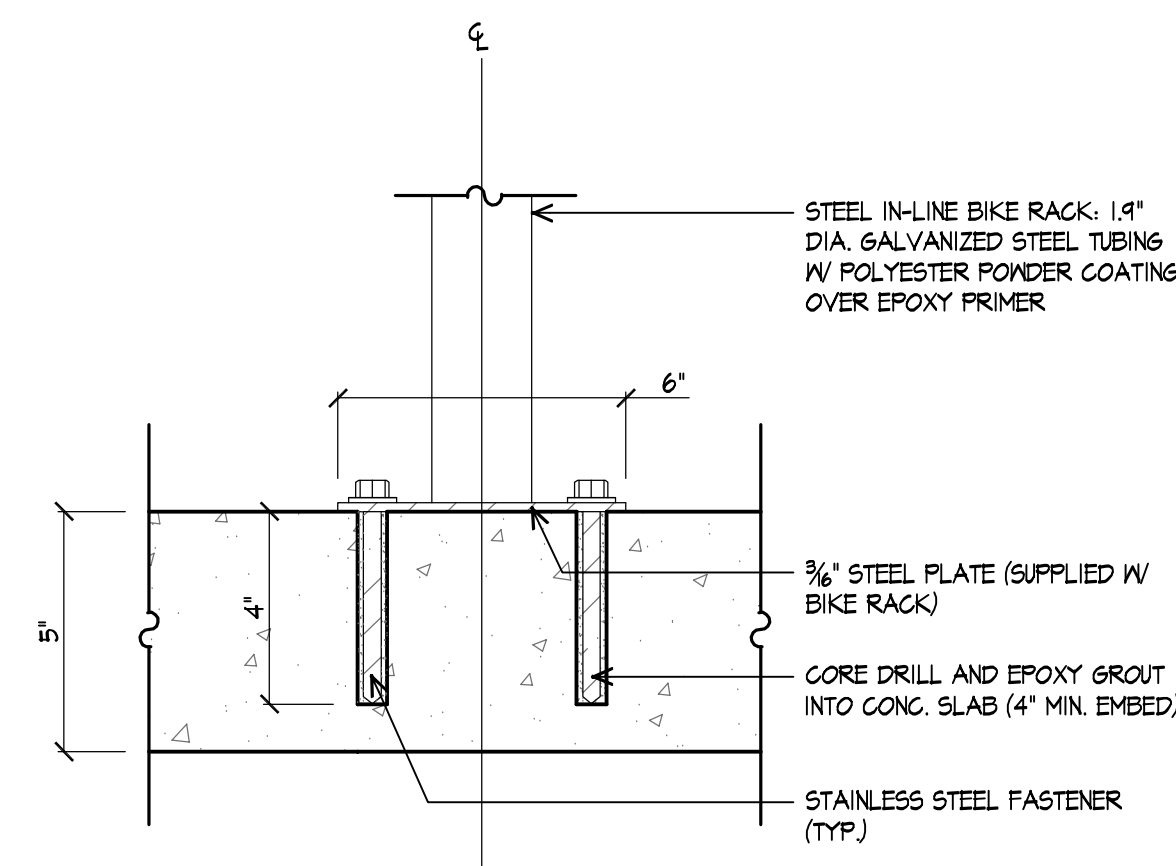
CHARACTER IMAGES

5 DOG WASTE STATION
 L6.0 1' x 1'-0"



CHARACTER IMAGES

2 LIGHT POLE
 L6.0 1' x 1'-0"

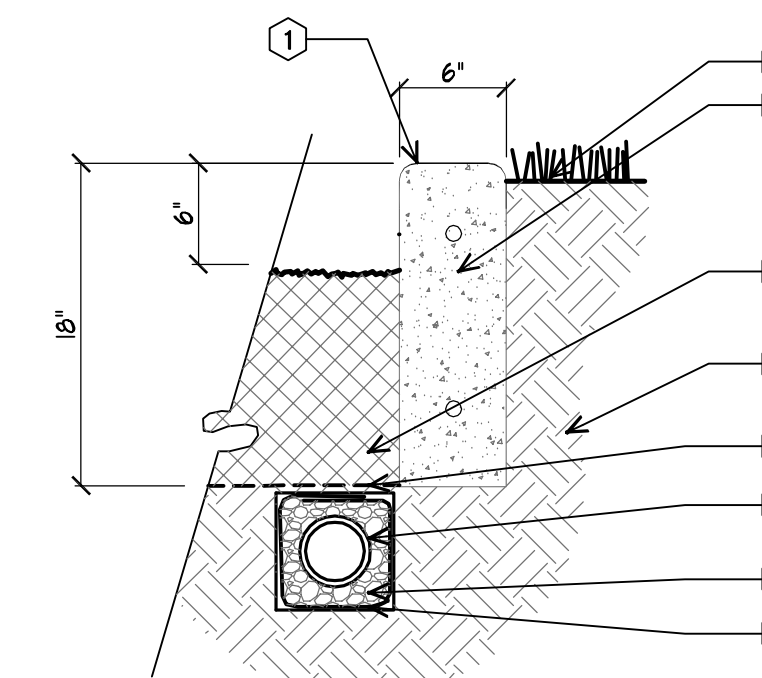


7 BIKE RACK ATTACHMENT
 L6.0 3' x 1'-0"



CHARACTER IMAGES

4 BENCH
 L6.0 1' x 1'-0"



NOTE
 1/4" WIDE, FULL DEPTH EXPANSION JOINT TO BE PLACED AT END OF CURB. DOVEL IN ALL BOULDERS TO CONCRETE CURB AND PROVIDE EXPANSION JOINT. APPLY SEALANT IN ALL EXPANSION JOINTS. JOINTS AND SEALANT SHALL BE INSTALLED TO HORIZONTAL AND VERTICAL SURFACES. PROVIDE CONTROL JOINTS @ 10' O.C.

- 1 1" RADIUS, TYPICAL BOTH SIDES
- 2 ADJACENT SURFACE, SEE PLANS
- 3 CONCRETE CURB, CONTRACTOR RESPONSIBLE FOR REINFORCEMENT, INCORPORATE BOULDERS AS SHOWN ON PLAN
- 4 12" FIBER, ENG. WOOD FIBER, OR EQUAL
- 5 SUBGRADE
- 6 MIRAFI 140N FABRIC OR EQUAL
- 7 4" PVC PIPE - SEE DRAINAGE DIAGRAM FOR LOCATION
- 8 3/4"-1" WASHED RIVER ROCK
- 9 SEE DRAINAGE DIAGRAM AND SPECIFICATIONS FOR DRAIN LOCATION

1 PLAYGROUND EDGE
 L6.0 1' x 1'-0"

ENGINEERING CONSULTANTS
 Contact: Jason A. Monforton, PE
 6503 S. First St., Suite B - 1500
 Fort Collins, CO 80511-6500
 Email: jmonforton@jbe-engineering.com

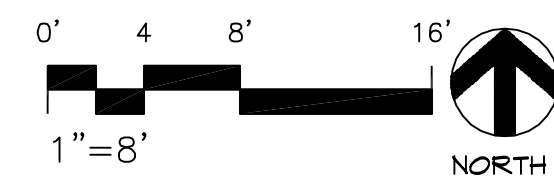
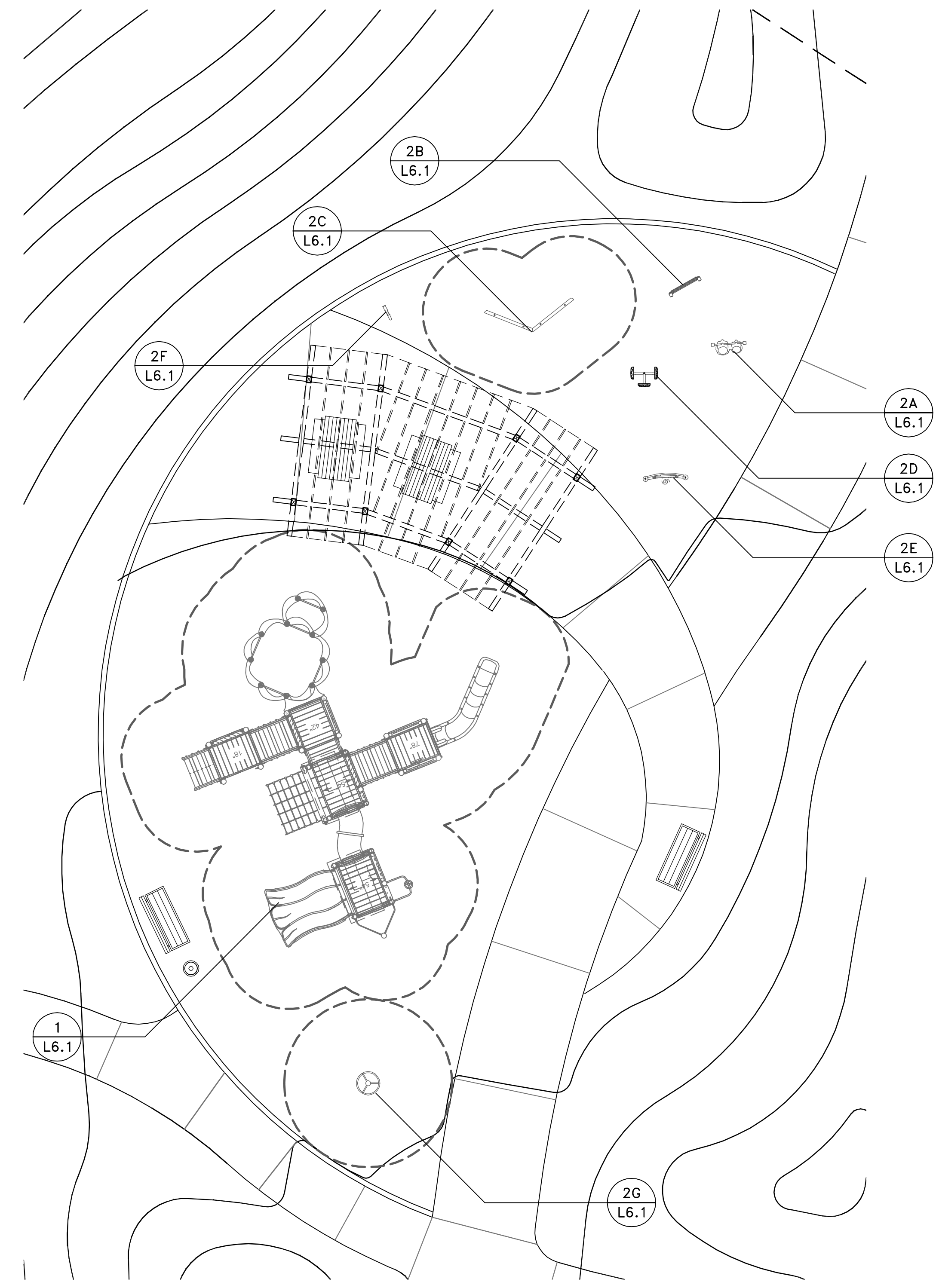
**MILLENNIUM NORTHWEST FOURTH SUBDIVISION
 PUBLIC IMPROVEMENTS CONSTRUCTION PLANS**
 SITE FURNISHINGS & DETAILS

ARCHITECTURE
 PLANNING
 10100 N. WOOD AVE. SUITE 103
 FORT COLLINS, CO 80501
 970.226.1234
 www.djtjdesign.com

DTJ DESIGN ARCHITECTURE - ILLINOIS

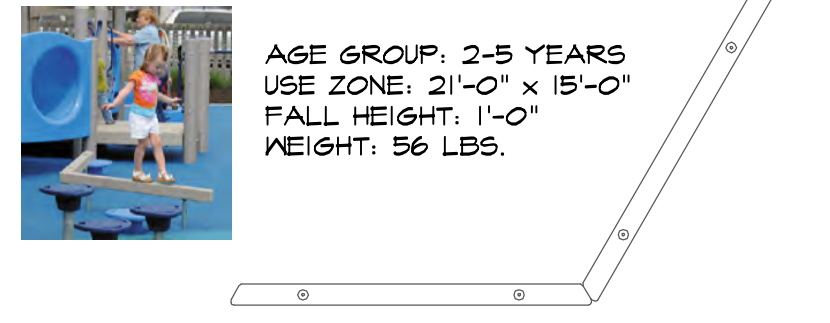
DOCUMENT AMENDMENTS	
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1	9/20/13 INITIAL CITY SUBMITTAL

Project Number: 2003203.4015
 Designed By: DTJ
 Checked By: DTJ
 SHEET: L6.0
 Sheet Number: L24



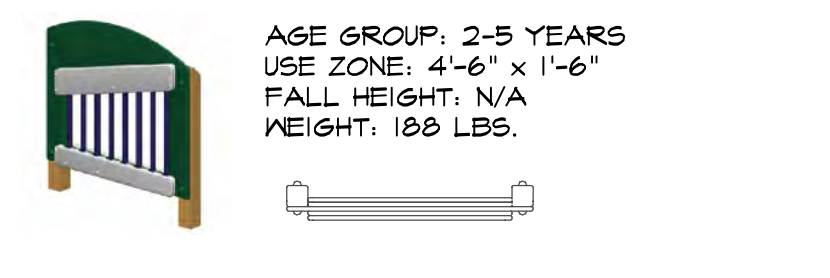
2D RAINWHEEL EC-031
 SCALE: N.T.S.

AGE GROUP: 2-5 YEARS
 USE ZONE: 3' DIAMETER
 FALL HEIGHT: N/A
 WEIGHT: 26 LBS.



2C BALANCE BEAM MEC-105
 SCALE: N.T.S.

AGE GROUP: 2-5 YEARS
 USE ZONE: 21'-0" x 15'-0"
 FALL HEIGHT: 1'-0"
 WEIGHT: 56 LBS.



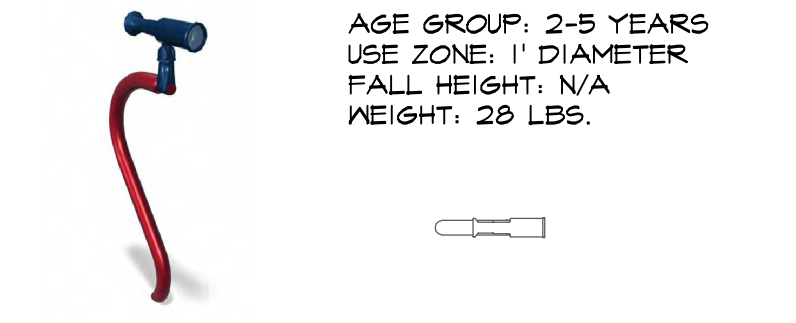
2B CHIME PANEL EC-032
 SCALE: N.T.S.

AGE GROUP: 2-5 YEARS
 USE ZONE: 4'-6" x 1'-6"
 FALL HEIGHT: N/A
 WEIGHT: 188 LBS.



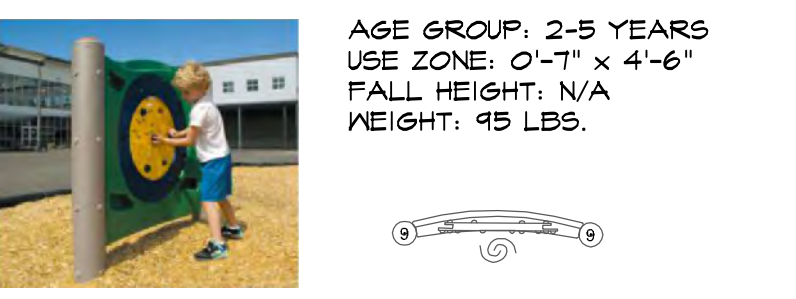
2G MINI CYCLONE BT-440
 SCALE: N.T.S.

AGE GROUP: 5-12 YEARS
 USE ZONE: 16'-4" DIAMETER
 FALL HEIGHT: 5'-2"
 WEIGHT: 74 LBS.



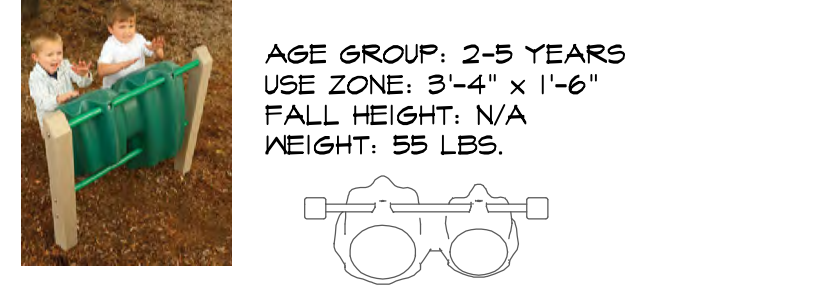
2F TELESCOPE - FREESTANDING EC-037
 SCALE: N.T.S.

AGE GROUP: 2-5 YEARS
 USE ZONE: 1' DIAMETER
 FALL HEIGHT: N/A
 WEIGHT: 28 LBS.



2E LABYRINTH PANEL MEC-118
 SCALE: N.T.S.

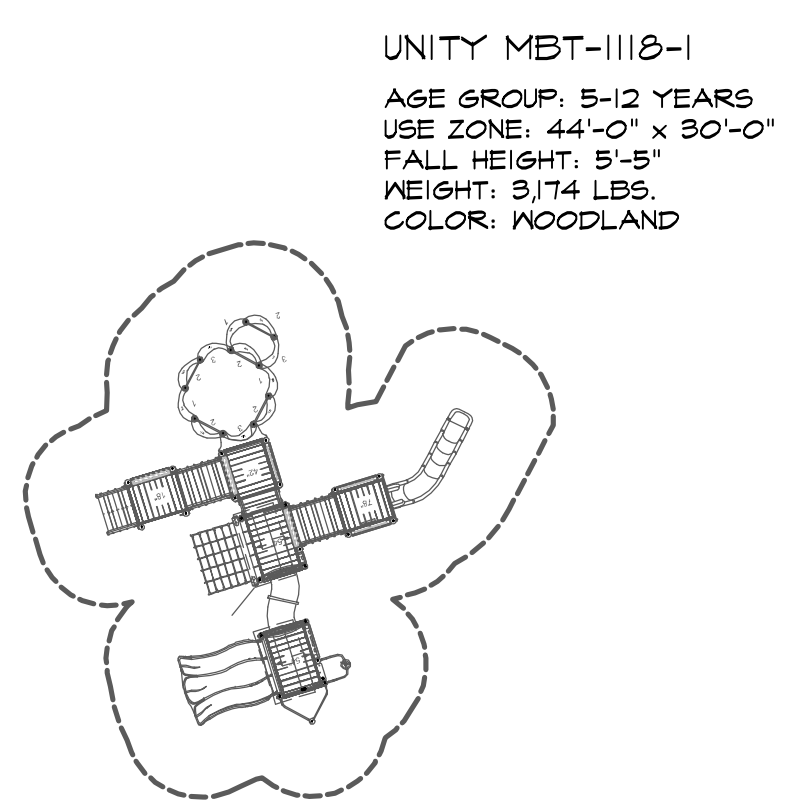
AGE GROUP: 2-5 YEARS
 USE ZONE: 0'-7" x 4'-6"
 FALL HEIGHT: N/A
 WEIGHT: 95 LBS.



2A ROCKIN' DRUMS MEC-007
 SCALE: N.T.S.

AGE GROUP: 2-5 YEARS
 USE ZONE: 3'-4" x 1'-6"
 FALL HEIGHT: N/A
 WEIGHT: 55 LBS.

2 PLAY EQUIPMENT (2-5 YR OLDS BY BIG TOYS)
 SCALE: N.T.S.



UNITY MBT-1118-1
 AGE GROUP: 5-12 YEARS
 USE ZONE: 44'-0" x 30'-0"
 FALL HEIGHT: 5'-5"
 WEIGHT: 3174 LBS.
 COLOR: WOODLAND



FRONT VIEW

- SLIDE FROM A 6' OR 8' HIGH DECK
- SLIDE FROM A 3' OR 4' HIGH DECK
- AGILITY AND CLIMBING EVENTS
- CONTEMPORARY CLIMBER
- ROOF SHADE STRUCTURE

1A PLAY EQUIPMENT (5-12 YR OLDS BY BIG TOYS)
 SCALE: N.T.S.

MANUFACTURE: BIG TOYS
 1760 BARNES BLVD. SW
 TUMWATER, WA 98512

LOCAL REP. MADE IN THE SCHADE
 PO BOX 2810
 EVERGREEN, CO 80437
 P: 303-670-3784
 TOLL FREE 888-670-3721
 madeinschade@earthlink.net



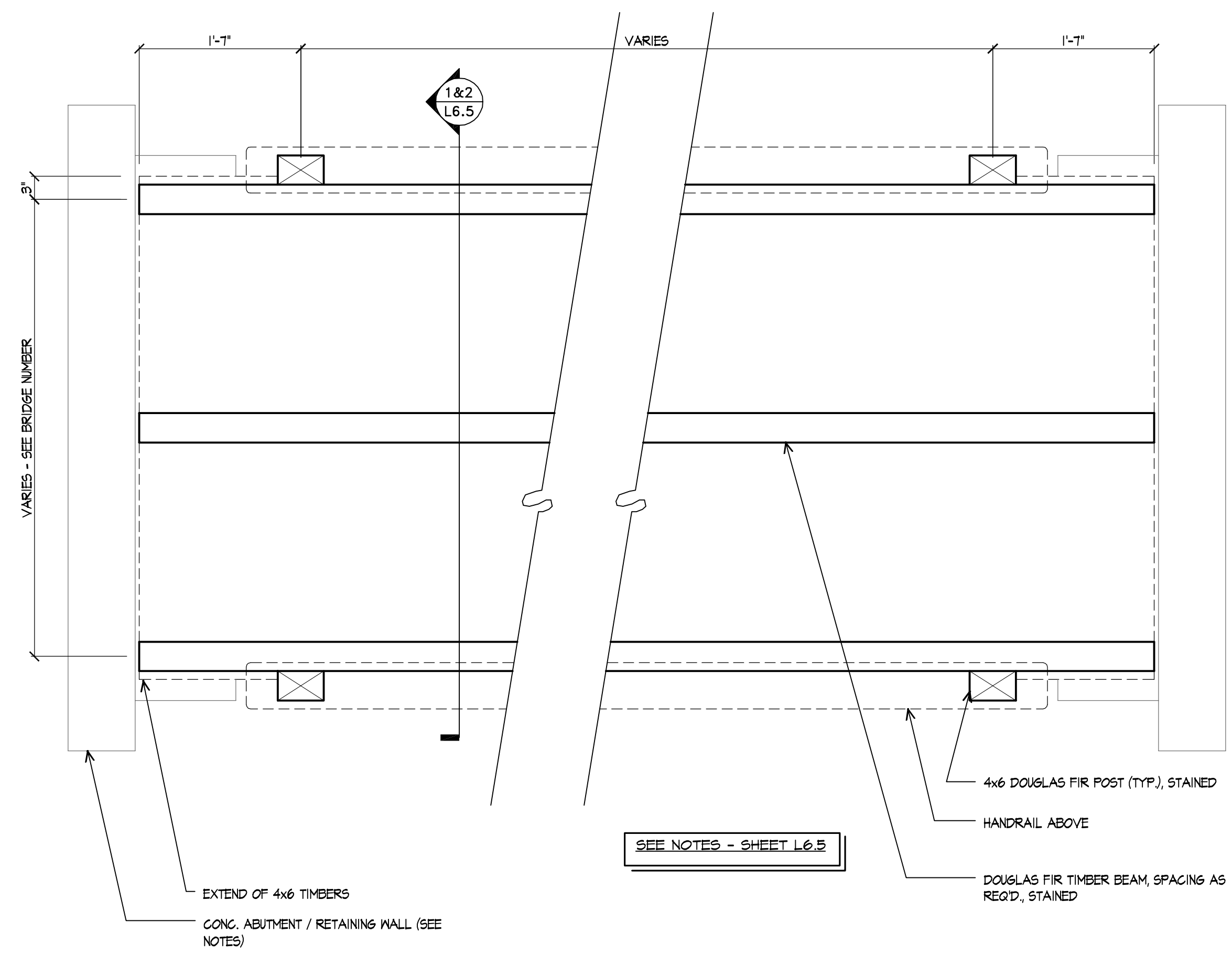
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1	9/20/13 INITIAL CITY SUBMITTAL

12-11-2013

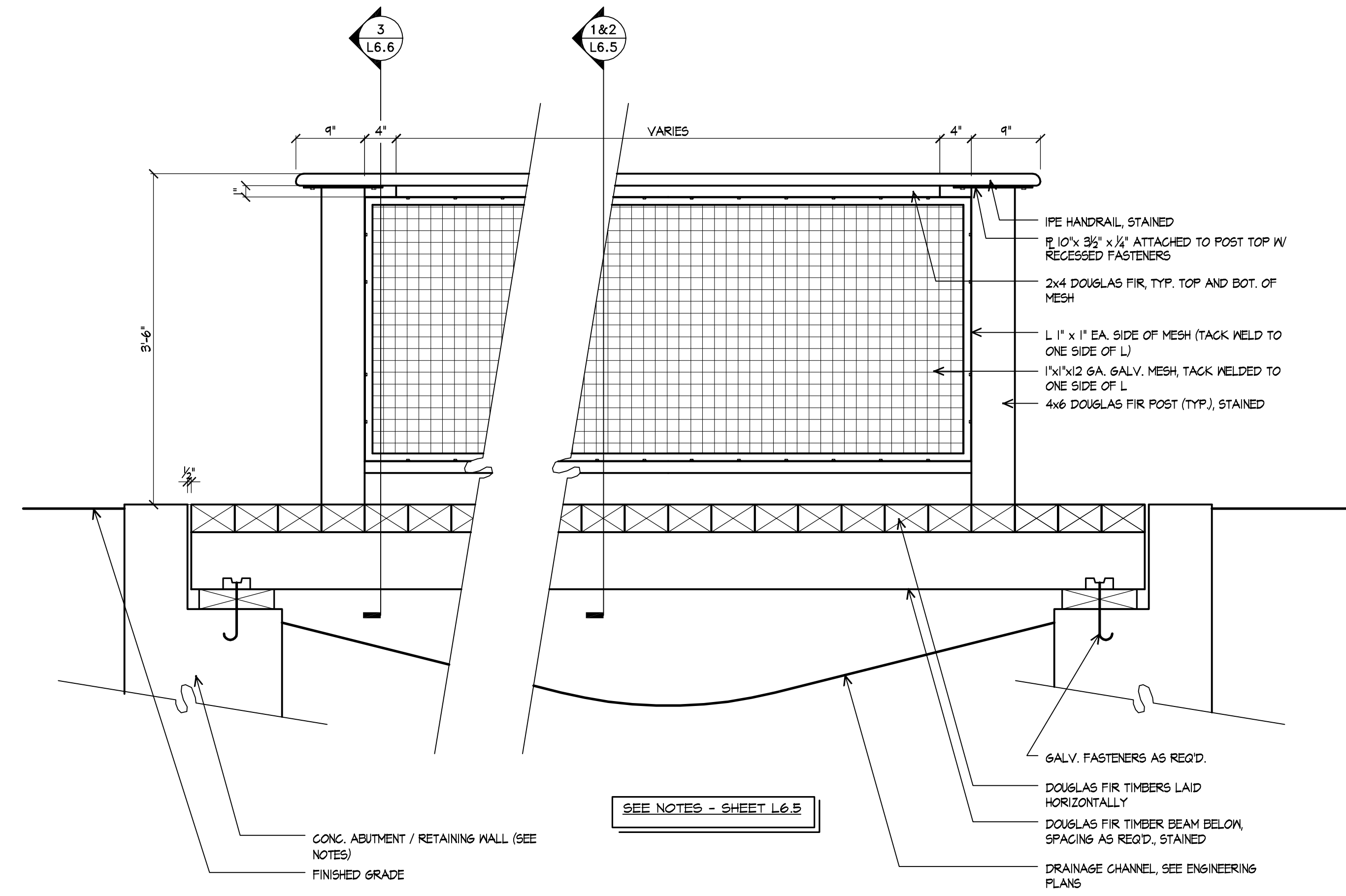
Project Number: 2003203.4015
 Designed By: DTJ
 Checked By: DTJ
 SHEET: L6.1
 Sheet Number: L25

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1	9/20/13
	SECOND CITY SUBMITTAL
	INITIAL CITY SUBMITTAL

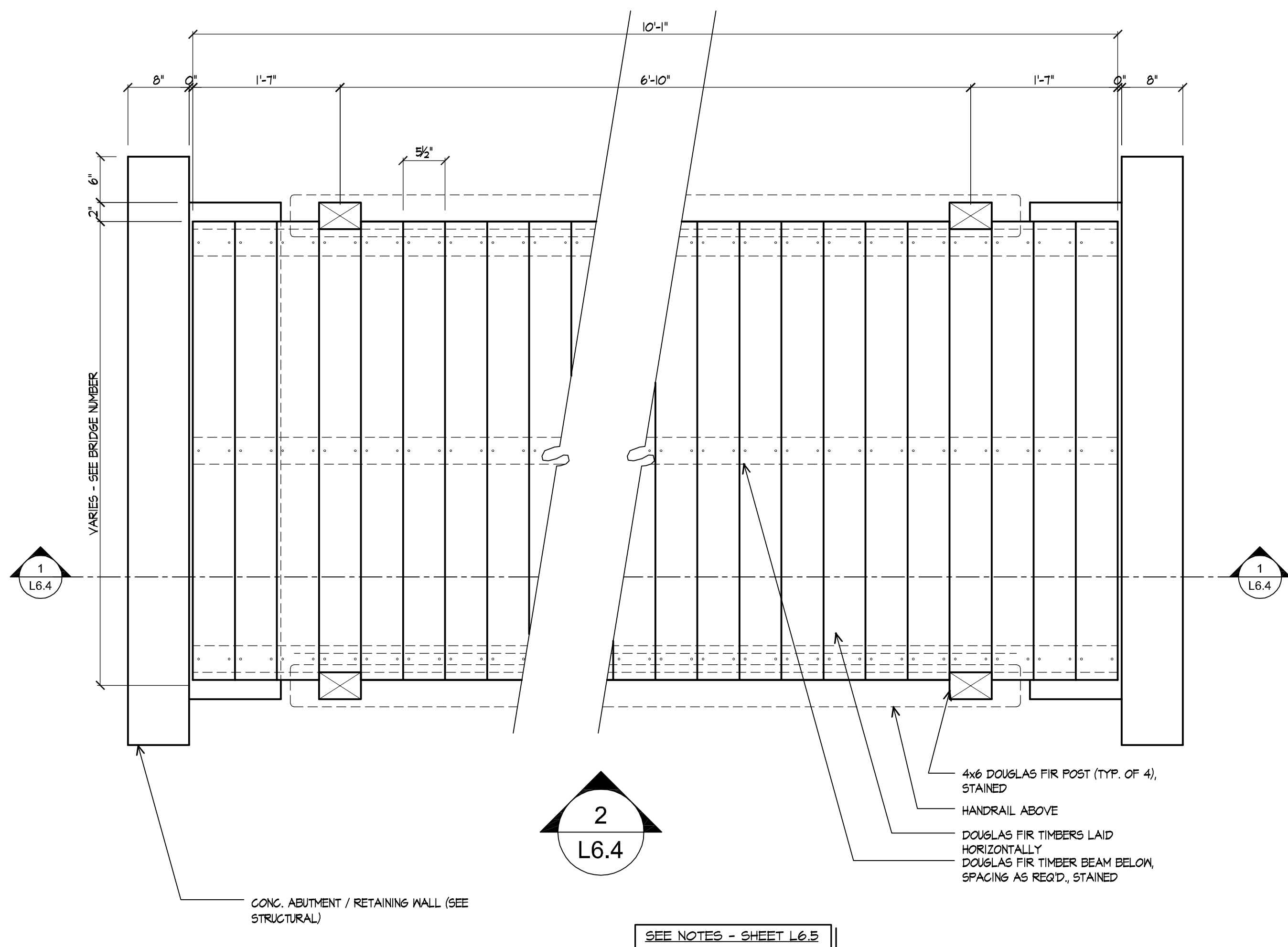
Project Number:	2003203.4015
Designed By:	DTJ
Checked By:	DTJ
Sheet Number:	L28



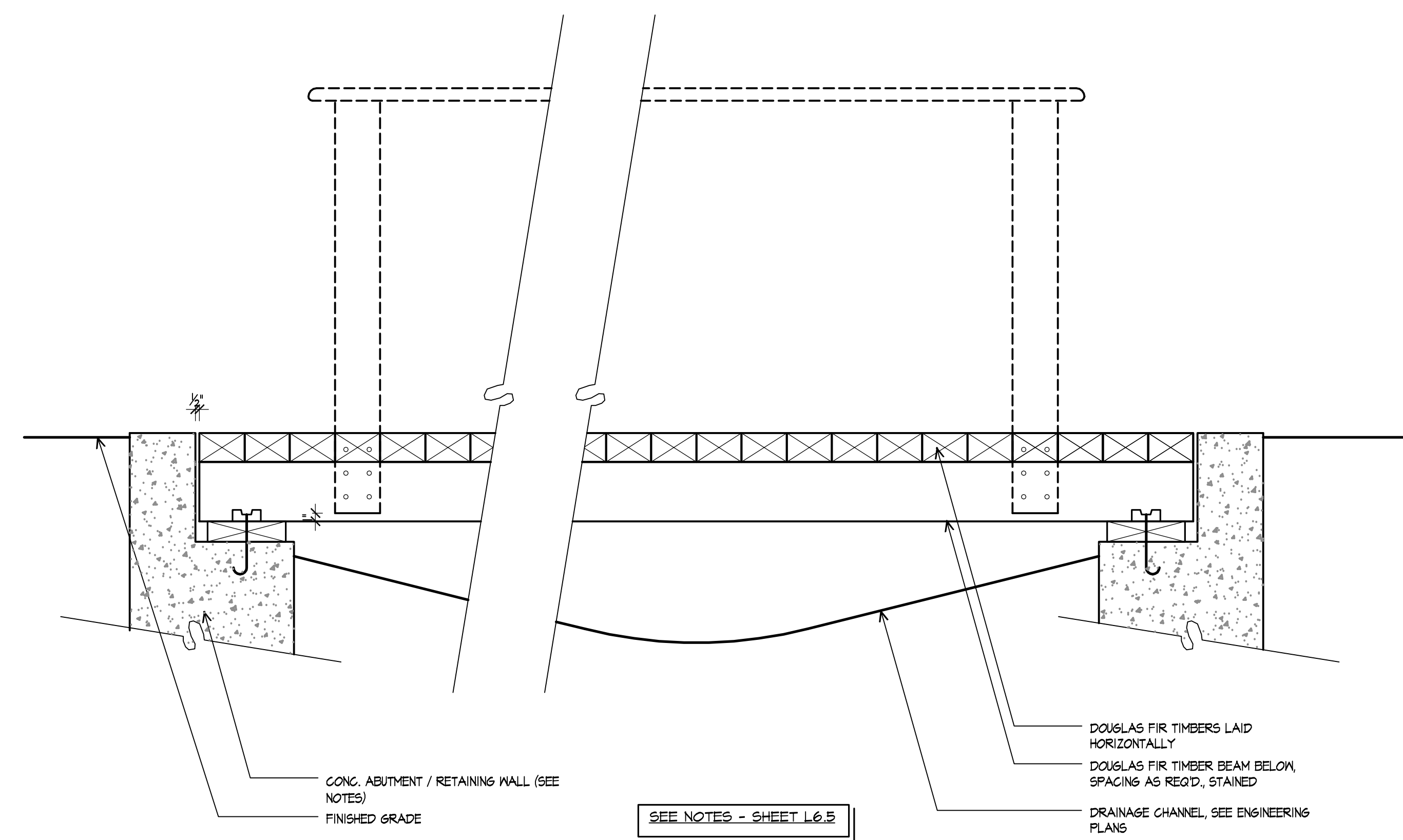
4 BRIDGE - GENERAL FRAMING PLAN
 L6.4 1" = 1'-0"



2 BRIDGE - GENERAL ELEVATION
 L6.4 1" = 1'-0"



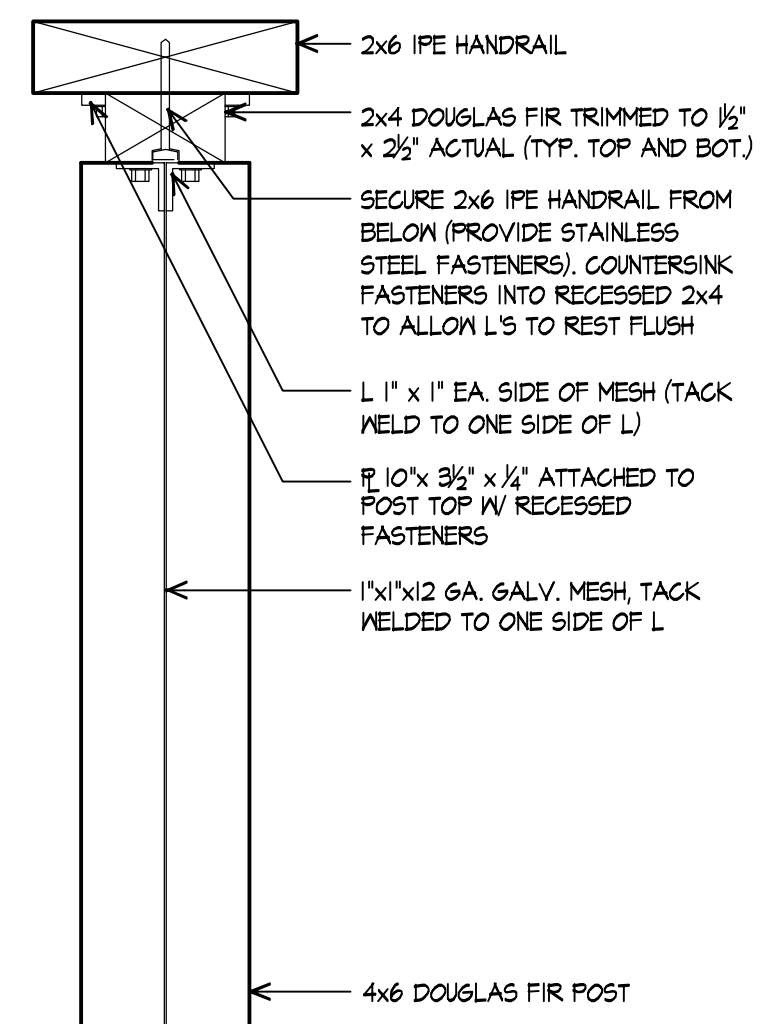
3 BRIDGE - GENERAL PLAN
 L6.4 1" = 1'-0"



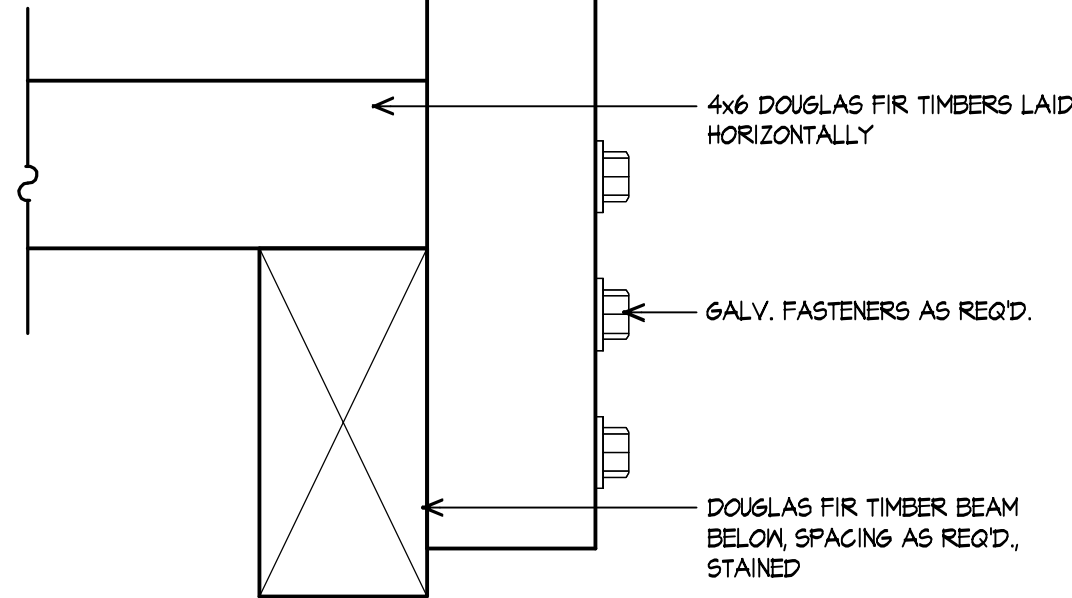
1 BRIDGE - GENERAL SECTION
 L6.4 1" = 1'-0"

DOCUMENT AMENDMENTS	
No.	Description
2	11/14/13 SECOND CITY SUBMITTAL
1	9/20/13 INITIAL CITY SUBMITTAL

Project Number: 2003203.4015	Designed By: DTJ	Drawn By: DTJ	Checked By: DTJ	SHEET: L6.6	Sheet Number: L30
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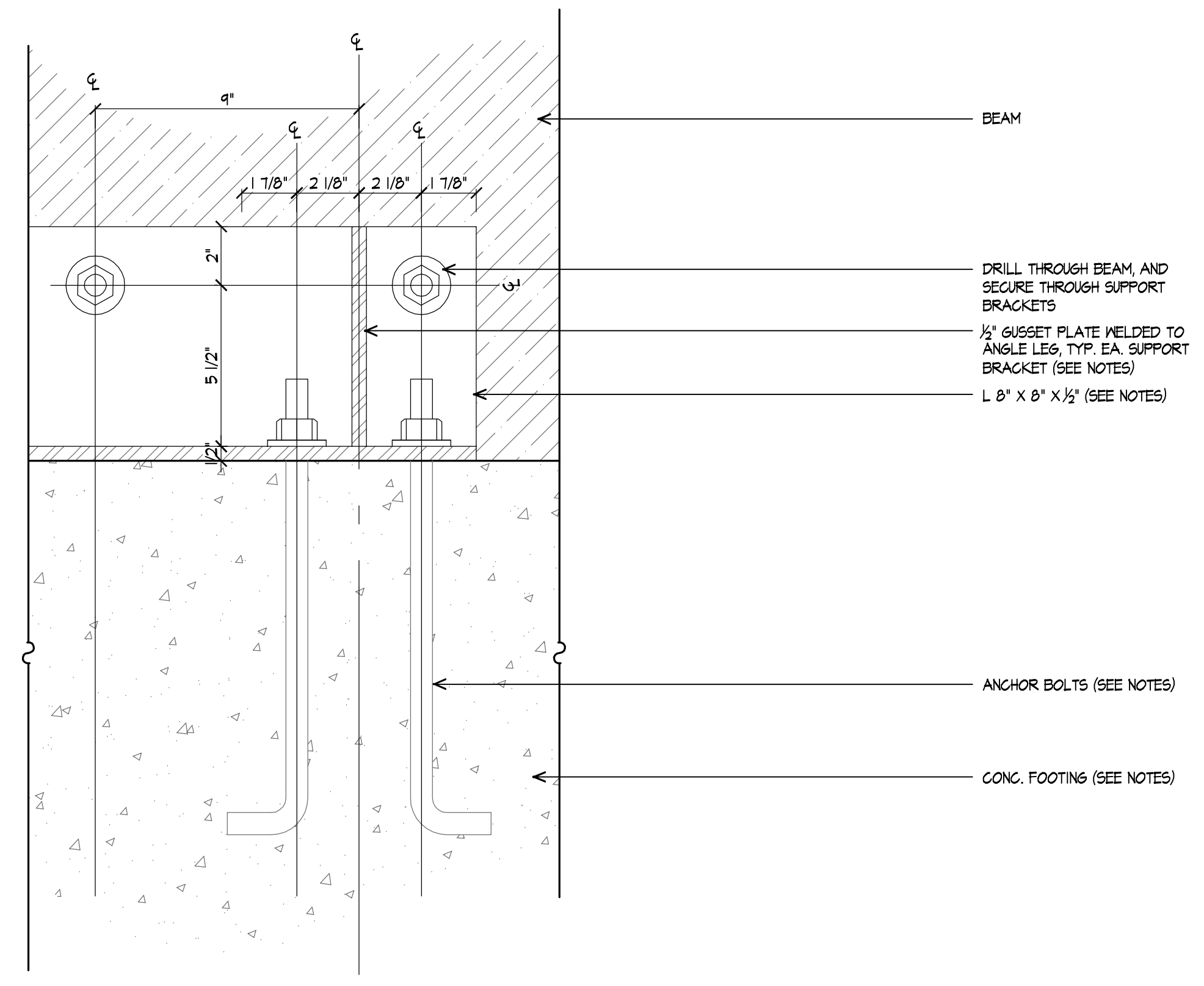


3 BRIDGE RAILING ENLARGEMENT
 L6.6 3' x 1'-0"

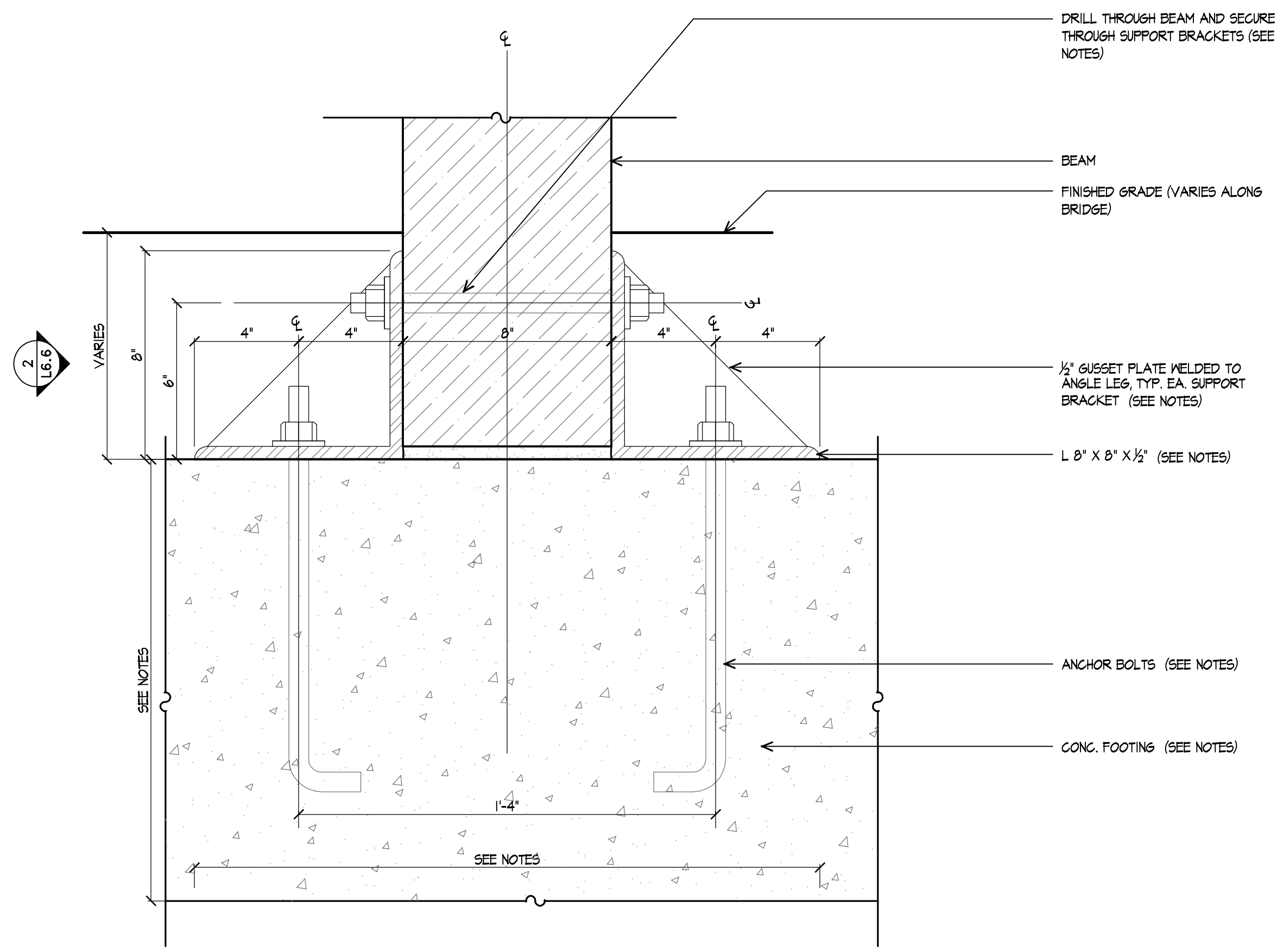


SEE NOTES - SHEET L6.5

2 ATTACHMENT ENLARGEMENT
 L6.6 3' x 1'-0"

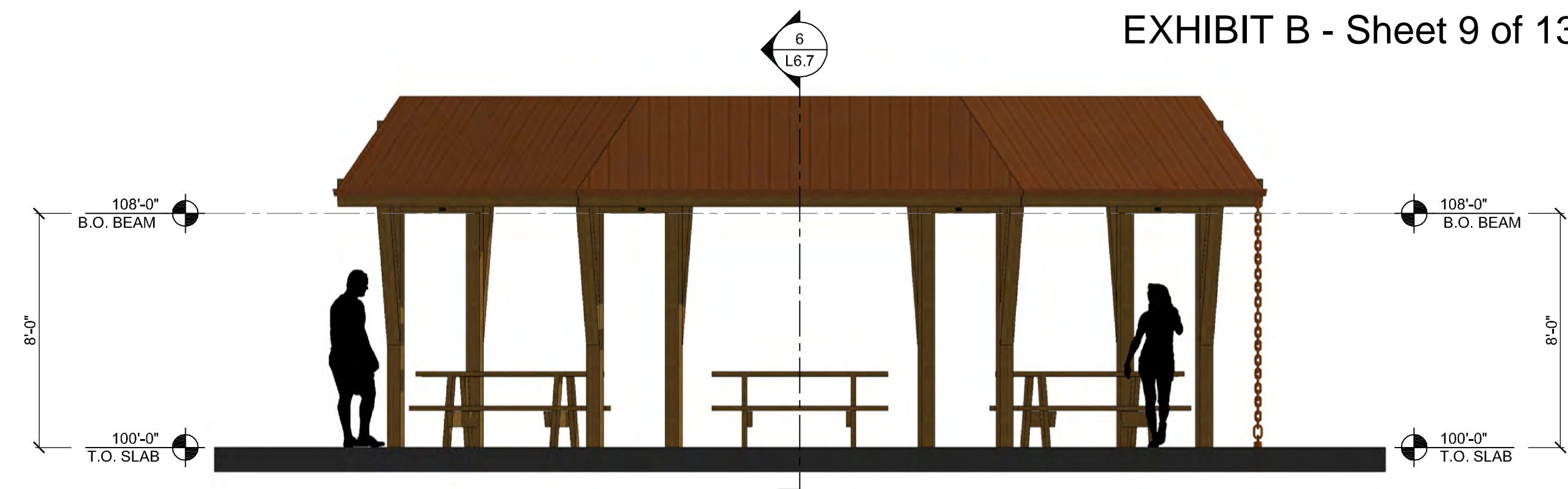


1 ATTACHMENT ENLARGEMENT
 L6.6 3' x 1'-0"

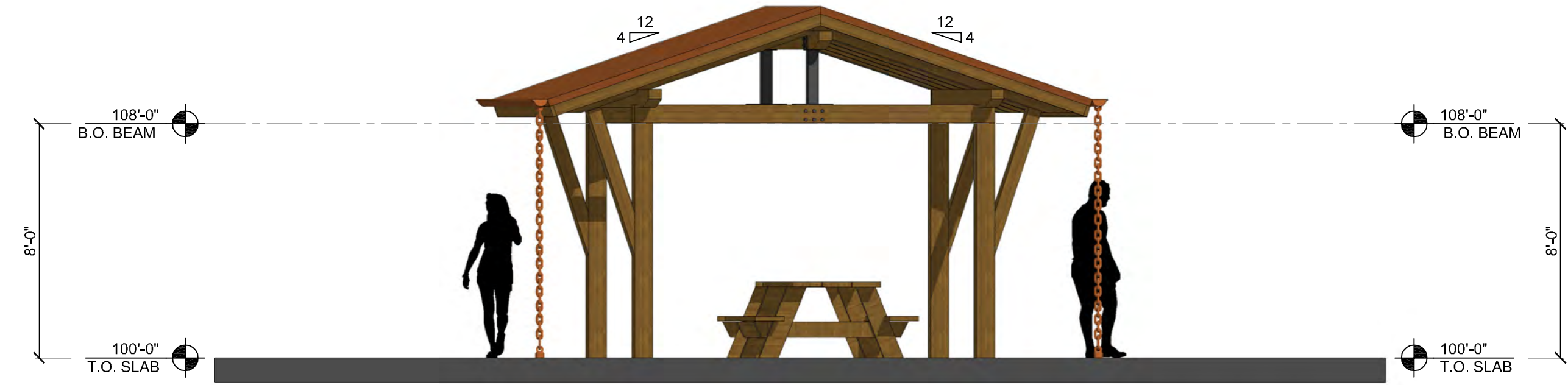




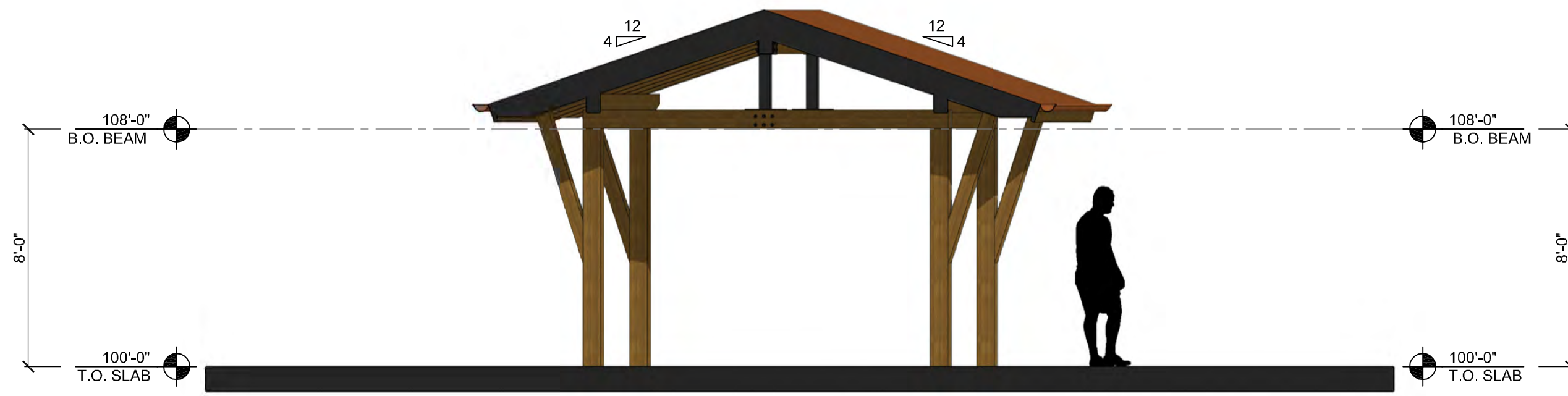
7 PARK SHADE STRUCTURE - PERSPECTIVE
L6.7 N.T.S.



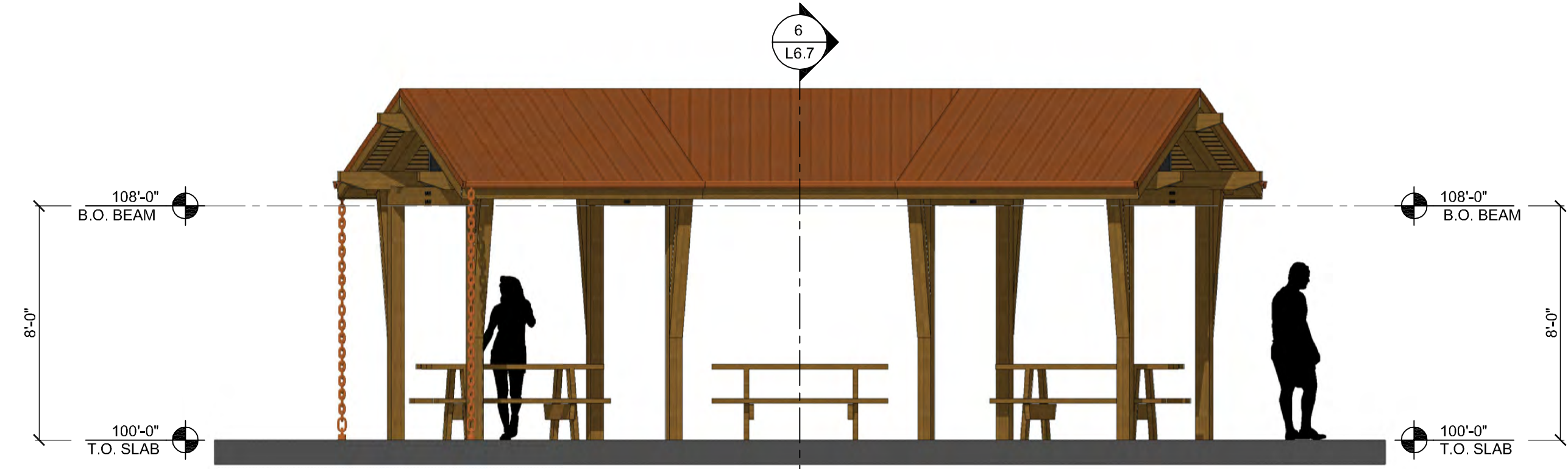
4 PARK SHADE STRUCTURE - NORTHEAST ELEVATION
L6.7 1/4" = 1'-0"



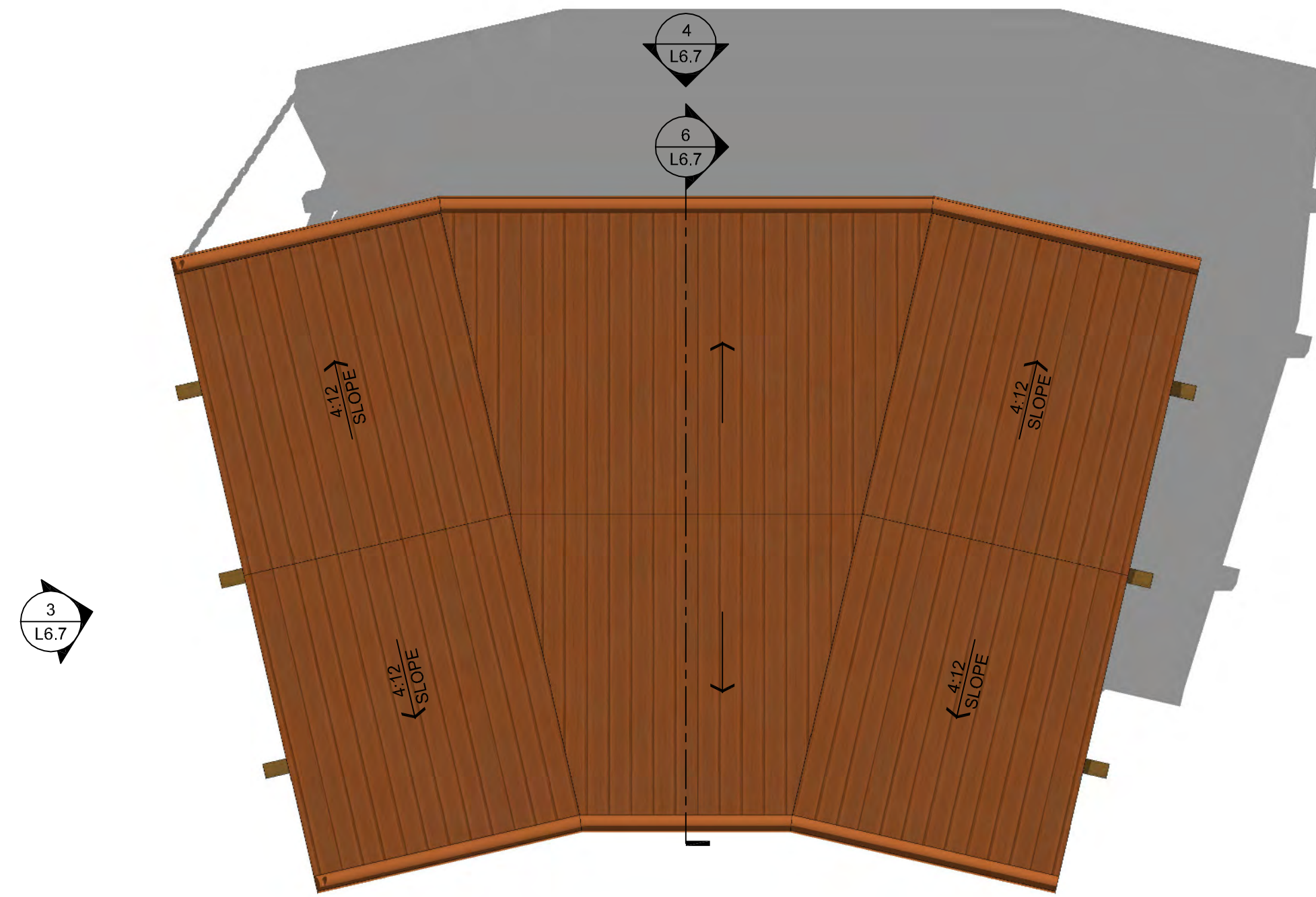
3 PARK SHADE STRUCTURE - NORTHWEST ELEVATION
L6.7 1/4" = 1'-0"



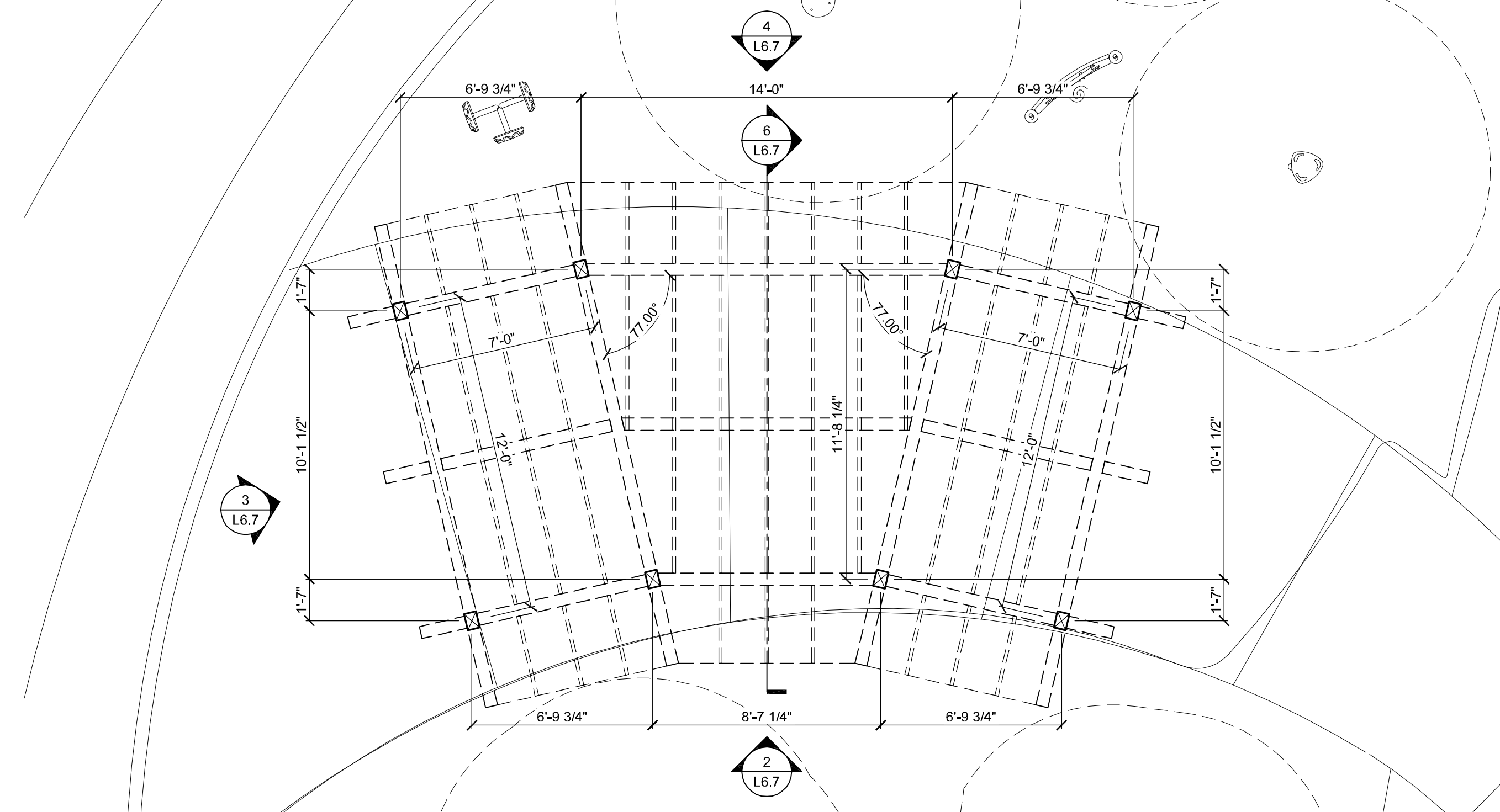
6 PARK SHADE STRUCTURE - SECTION
L6.7 1/4" = 1'-0"



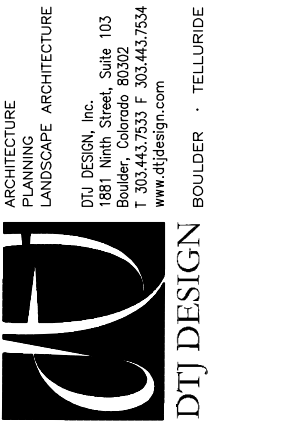
2 PARK SHADE STRUCTURE - SOUTHWEST ELEVATION
L6.7 1/4" = 1'-0"



5 PARK SHADE STRUCTURE - ROOF PLAN
L6.7 1/4" = 1'-0"



1 PARK SHADE STRUCTURE - FLOOR PLAN
L6.7 1/4" = 1'-0"



DOCUMENT AMENDMENTS	
No.	Description
2	11/14/13 SECOND CITY SUBMITTAL
1	9/20/13 INITIAL CITY SUBMITTAL

Project Number:	2003203-4015
Designed By:	DTJ
Drawn By:	DTJ
Checked By:	DTJ
SHEET:	L6.7
Sheet Number:	L31

NOT FOR CONSTRUCTION

IRRIGATION SCHEDULE

SYMBOL	MODEL	DESCRIPTION	DETAIL
	1804 -SAM-PRS W/ 15 SER. NOZZLE	RAINBIRD POP UP SPRAY HEAD	1
	1812 -SAM-PRS W/ 15 SER. NOZZLE	RAINBIRD POP UP SPRAY HEAD	1
	PGP-04-CV-2.0	HUNTER ROTOR	2
	PGP-04-CV-3.0	HUNTER ROTOR	2
	PGP-12-CV-2.0	HUNTER ROTOR	2
	PGP-12-CV-3.0	HUNTER ROTOR	2
	5012-S-SS-NP-FC-5.0	RAINBIRD ROTOR	2
	5012-S-SS-NP-FC-4.0	RAINBIRD ROTOR	2
	5012-S-SS-NP-FC-5.0	RAINBIRD ROTOR	2
	700 SERIES	HARDIE CONTROL VALVE	3
	LINE SIZE	GATE VALVE	4
	3/4"	DRIP VALVE	5
	44LRC	RAINBIRD QUICK COUPLER	6
	825YA-(2",1",3/4")	FEBCO BACKFLOW PREVENTER	8
	ESBW-U2/XB-SSD18/ PD-W31-VRA SERIES	TORO SENTINEL CONTROLLER - PEDESTAL MOUNT	
	CL. 200 B.E. (3")	PVC MAINLINE-POTABLE STREETSCAPE IRRIGATION SYSTEM	
	CL. 200 B.E. (4")	PVC MAINLINE-NONPOTABLE OPEN SPACE IRRIGATION SYSTEM	
	CL. 200 B.E. (1")	PVC LATERALS - 1" UNLESS OTHERWISE NOTED	
	CL. 200	PVC SLEEVING	
	3/4"	DRIP TUBING	
		CONTROLLER NUMBER	
		VALVE SIZE	

FOR USE RAINBIRD #B15EST NOZZLE
 FOR USE RAINBIRD #B15SST NOZZLE

TAP LOCATION
 PUMP
 WATER METER

NOTE:

- ALL EQUIPMENT AND PIPING FOR THE IRRIGATION SYSTEM COMING FROM THE LAKE IS TO BE NONPOTABLE AND PURPLE IN COLOR.
- LAKE PUMP TO BE 150 GPM AT 80 PSI. EQUIPMENT TO INCLUDE WATER FILTER, MASTER CONTROL VALVE AND FLOW METER. PUMP SYSTEM IS TO BE SUPPLIED BY RAINBIRD INC. CONTRACTOR TO CONTACT CHAD CORCORAN OF RAINBIRD INC. FOR PUMP STATION PACKAGE PRICING. 303-868-6945.

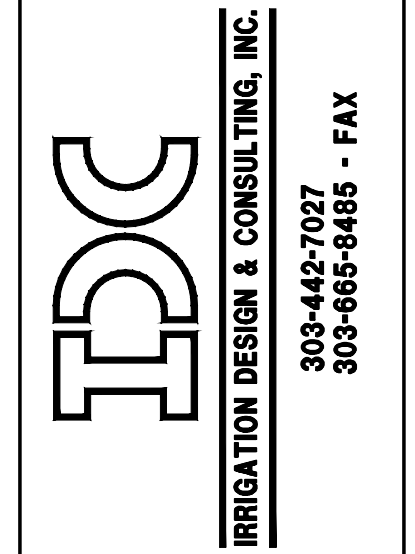
NOTES

- REFER TO SPECIFICATIONS AND DETAILS FOR INSTALLATION INSTRUCTIONS.
 - ALL BASE PLAN INFORMATION HAS BEEN TAKEN FROM DRAWINGS PREPARED BY DTJ INC.
 - IRRIGATION SYSTEM IS DESIGNED FOR A STATIC WATER PRESSURE OF 70 PSI. CONTRACTOR IS TO VERIFY PRESSURE PRIOR TO INSTALLATION OF IRRIGATION SYSTEM AND NOTIFY LANDSCAPE ARCHITECT WITH VERIFICATION FIGURES. FAILURE TO NOTIFY LANDSCAPE ARCHITECT WILL RESULT IN CONTRACTOR TAKING RESPONSIBILITY FOR ANY ALTERATIONS AT HIS/HER OWN COST.
 - INSTALL DRIP EMITTERS IN BED AREAS AS DESCRIBED BELOW: THE FOLLOWING DRIP EMITTER SCHEDULE IS FOR MODERATE PLANTS. DECREASE WATER BY HALF FOR LOW WATER PLANT MATERIAL.

PLANT	EMITTER	QUANTITY
GROUND COVER	AGRIFIM IFT-5	1 EA. 12" RADIUS, 15" O.C.
1 GALLON MAT'L.	AGRIFIM IFT-5	1 EA.
5 GALLON MAT'L.	AGRIFIM IFT-5	2 EA.
DECIDUOUS TREES (1 1/2" - 2" CAL.)	AGRIFIM IFT-10	3 EA.
DECIDUOUS TREES (3"-4" CAL.)	AGRIFIM IFT-10	4 EA.
PINE TREES (6'-10')	AGRIFIM IFT-10	2 EA.
PINE TREES (11'-14')	AGRIFIM IFT-10	3 EA.
 - CONTRACTOR TO COORDINATE INSTALLATION OF SLEEVING WITH INSTALLATION OF PAVING AND SIDEWALKS.
 - USE RAINBIRD 12 SERIES NOZZLES FOR SPRAY HEADS SPACED LESS THAN 13'.
 - USE RAINBIRD 10 SERIES NOZZLES FOR SPRAY HEADS SPACED LESS THAN 11'.
 - ELECTRICAL POWER TO THE NEW CONTROLLER IS SUPPLIED BY CONTRACTOR.
 - TAP LOCATION:
TAP EXISTING D.I.P. LINE AND INSTALL 2" TAP, 2" COPPER, 2" CURB STOP, 2" WATER METER, 2" STOP AND WASTE VALVE, 2" BACKFLOW PREVENTER, 2" PRV, 2" MASTER VALVE AND EXTEND 2" MAINLINE AS SHOWN. INSTALL MASTER VALVE AND PRV IN SEPARATE CARSON #1419-13B VALVE BOXES. INSTALL STRONGBOX #SBBC-45 A.L. BACKFLOW PREVENTER CAGE. INSTALL TAP, METER AND ALL RELATED EQUIPMENT AS PER CITY SPECIFICATIONS AND DETAILS.
 - TAP LOCATION:
TAP EXISTING D.I.P. LINE AND INSTALL 1" TAP, 1" COPPER, 1" CURB STOP, 1" WATER METER, 1" STOP AND WASTE VALVE, 1" BACKFLOW PREVENTER, 1" PRV, 1" MASTER VALVE AND EXTEND 2" MAINLINE AS SHOWN. INSTALL MASTER VALVE AND PRV IN SEPARATE CARSON #1419-13B VALVE BOXES. INSTALL STRONGBOX #SBBC-30 A.L. BACKFLOW PREVENTER CAGE. INSTALL TAP, METER AND ALL RELATED EQUIPMENT AS PER CITY SPECIFICATIONS AND DETAILS.
 - TAP LOCATION:
TAP EXISTING D.I.P. LINE AND INSTALL 3/4" TAP, 3/4" COPPER, 3/4" CURB STOP, 3/4" WATER METER, 3/4" STOP AND WASTE VALVE, 3/4" BACKFLOW PREVENTER, 3/4" PRV, 3/4" MASTER VALVE AND EXTEND 1-1/2" MAINLINE AS SHOWN. INSTALL MASTER VALVE AND PRV IN SEPARATE CARSON #1419-13B VALVE BOXES. INSTALL STRONGBOX #SBBC-30 A.L. BACKFLOW PREVENTER CAGE. INSTALL TAP, METER AND ALL RELATED EQUIPMENT AS PER CITY SPECIFICATIONS AND DETAILS.
 - INSTALL LATERALS BASED ON LATERAL GUIDE BELOW:

GPM	REQUIRED LATERAL
1-14 GPM	1" LATERAL
15-22 GPM	1 1/4" LATERAL
23-30 GPM	1 1/2" LATERAL
31-45 GPM	2" LATERAL
46-65 GPM	2 1/2" LATERAL
65+ GPM	3" LATERAL
 - IRRIGATION SYSTEM IS TO FOLLOW ALL REQUIREMENTS FOR INSTALLATION OF RECLAIMED WATER SYSTEMS AS DESCRIBED IN THE STATE OF COLORADO, WATER CONTROL DIVISION, "GUIDELINES FOR USE OF RECLAIMED WATER". LOCATOR TAPE MINIMUM OF 2" IN WIDTH, MAGNETIC BACKED, LAVENDER COLORED WITH BLACK LETTERING STATING: "RECLAIMED WATER - DO NOT DRINK".
 - ALL CONTROL VALVE AND GATE VALVE BOXES MUST HAVE ACCEPTABLE LAVENDER COLORED LABELS PERMANENTLY AFFIXED TO OUTSIDE OF LID STATING: "RECLAIMED WATER - DO NOT DRINK", OR SIMILAR TAGS ATTACHED TO VALVES THEMSELVES. ALL CONTROLLERS TO HAVE SIMILAR SIGNAGE (4"x6") PERMANENTLY AFFIXED TO DOOR OF EACH CONTROLLER.
 - INSTALL SLEEVING BASED ON SLEEVING GUIDE BELOW:

PIPE SIZE OR WIRE QUANTITY	REQUIRED SLEEVE
3/4" TO 1" PIPING	2" SLEEVE
1-1/4" TO 2" PIPING	4" SLEEVE
2-1/2" TO 3" PIPING	6" SLEEVE
4" PIPING	8" SLEEVE
6" PIPING	10" SLEEVE
CONTROL WIRES	2" SLEEVE
- NOTE: EACH LENGTH OF SLEEVING PIPE SHOWN SHALL BE ROUTED THROUGH A SEPARATE SLEEVE.

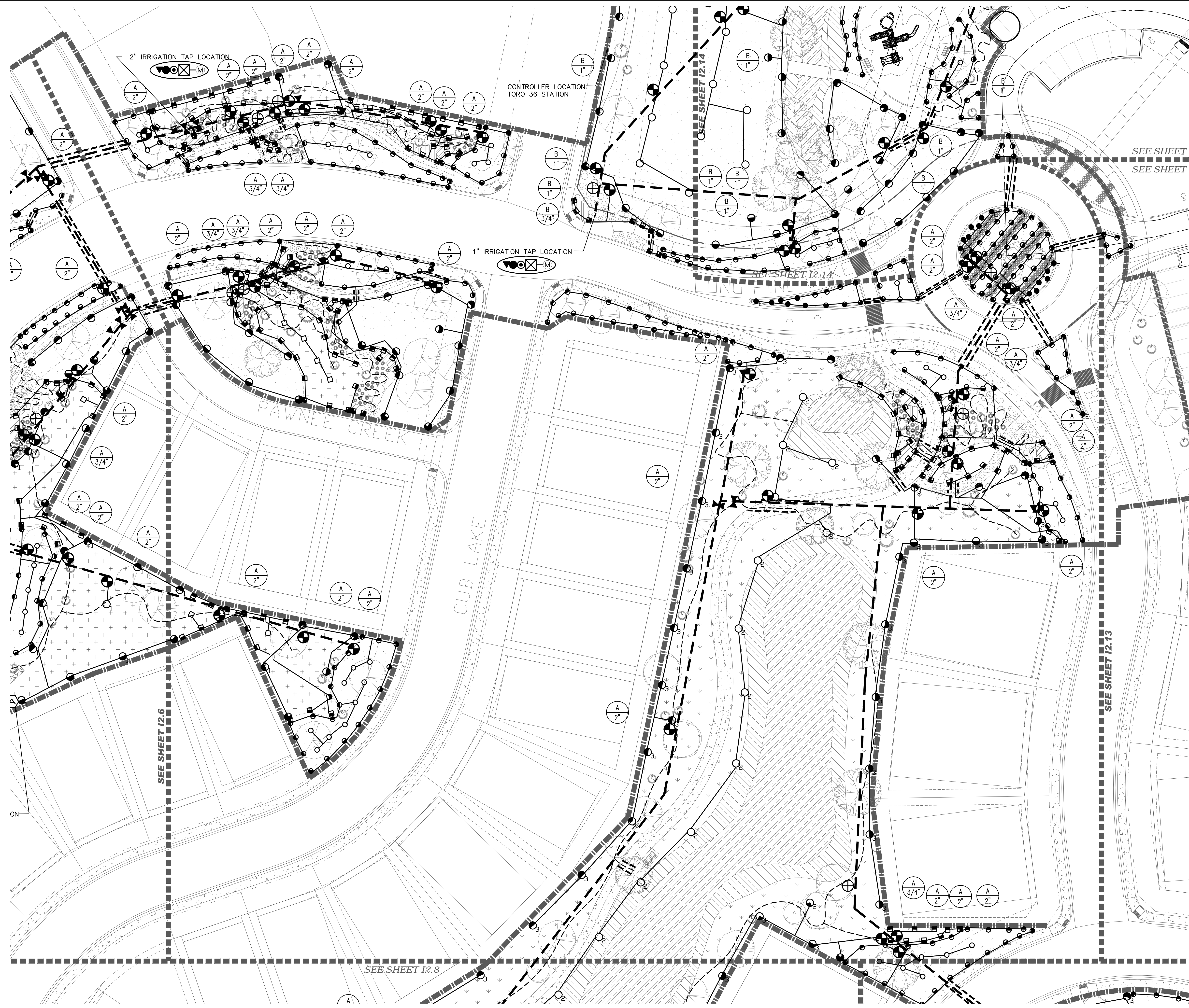


MILLENNIUM NORTHWEST FOURTH SUBDIVISION
 PUBLIC IMPROVEMENTS CONSTRUCTION PLANS
 IRRIGATION PLANS



No.	Date	Description
2	11/14/13	SECOND CITY SUBMITTAL
1	9/20/13	INITIAL CITY SUBMITTAL

Project Number:	2003203-4015
Designed By:	SN SN
Checked By:	SN 11.1
Sheet Number:	L33



TDC
 IRRIGATION DESIGN & CONSULTING, INC.
 303-442-7027
 303-665-6485 • FAX

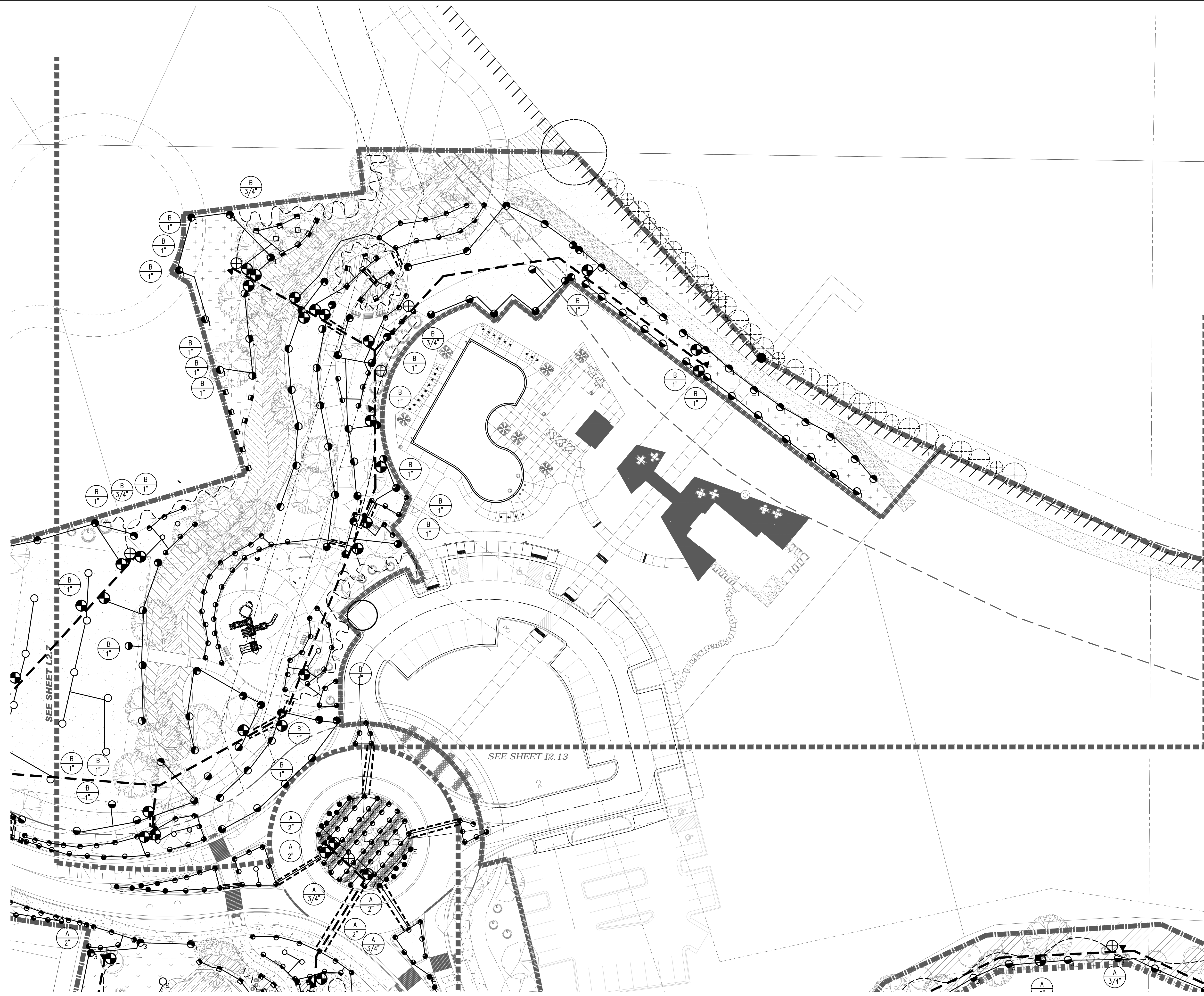
**MILLENNIUM NORTHWEST FOURTH SUBDIVISION
 PUBLIC IMPROVEMENTS CONSTRUCTION PLANS**
 IRRIGATION PLANS

DTJ DESIGN
 10000 E. 10th Ave., Suite 100
 Denver, Colorado 80231
 303-751-1111
 www.dtjdesign.com

DOCUMENT AMENDMENTS	
No.	Description
2	11/14/13 SECOND CITY SUBMITTAL
1	9/20/13 INITIAL CITY SUBMITTAL

Project Number:	2003203.4015
Designed By:	SN
Checked By:	SN
Sheet Number:	L40

NOT FOR CONSTRUCTION

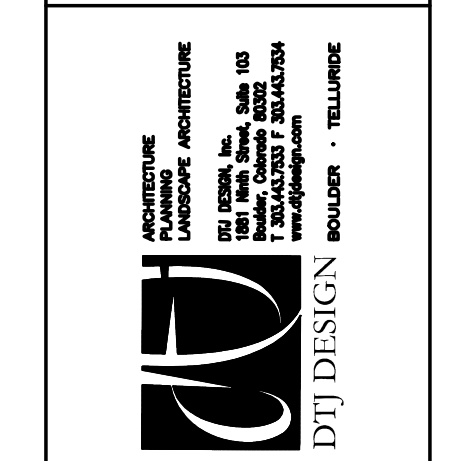


SEE SHEET L2.1

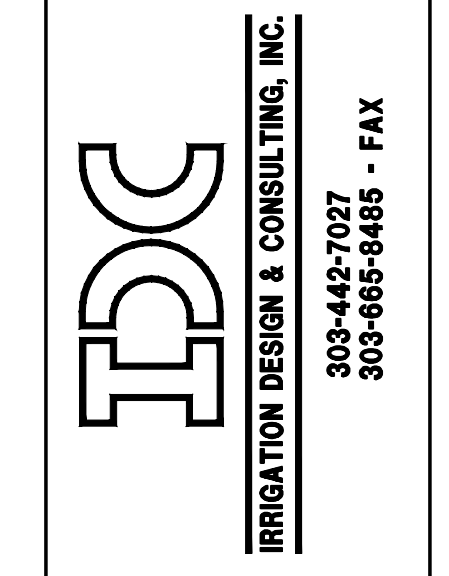
SEE SHEET 12.13

Project Number: 2003203.4015
 Designed By: SN
 Checked By: SN
 SHEET: 12.14
 Sheet Number: L47

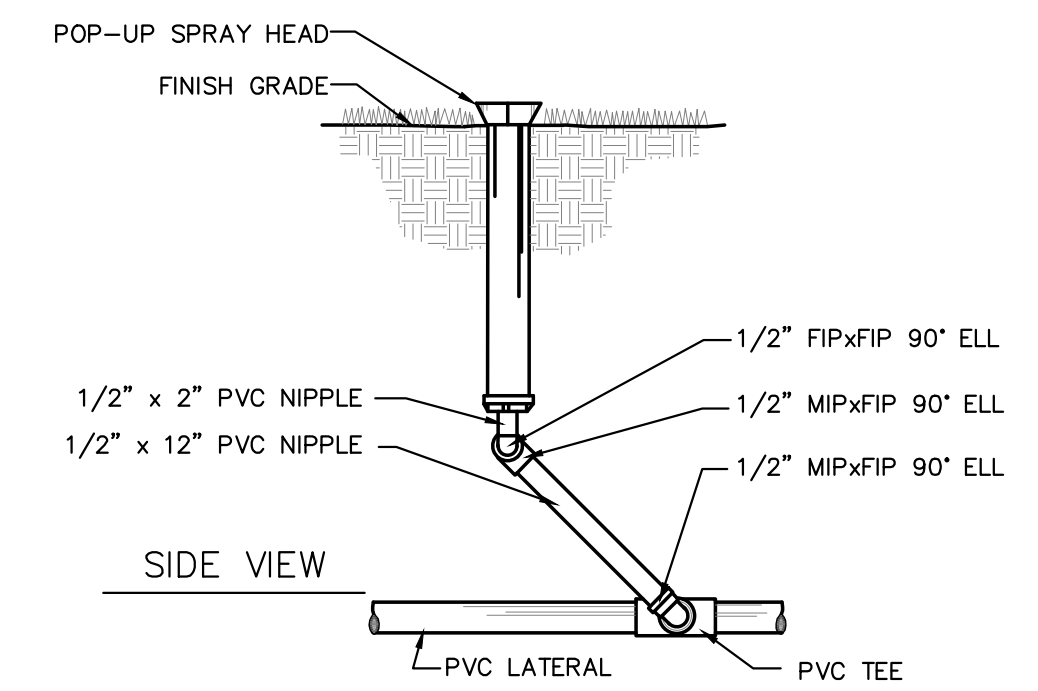
No.	Date	Description
2	11/14/13	SECOND CITY SUBMITTAL
1	9/20/13	INITIAL CITY SUBMITTAL



MILLENNIUM NORTHWEST FOURTH SUBDIVISION
 PUBLIC IMPROVEMENTS CONSTRUCTION PLANS
 IRRIGATION PLANS

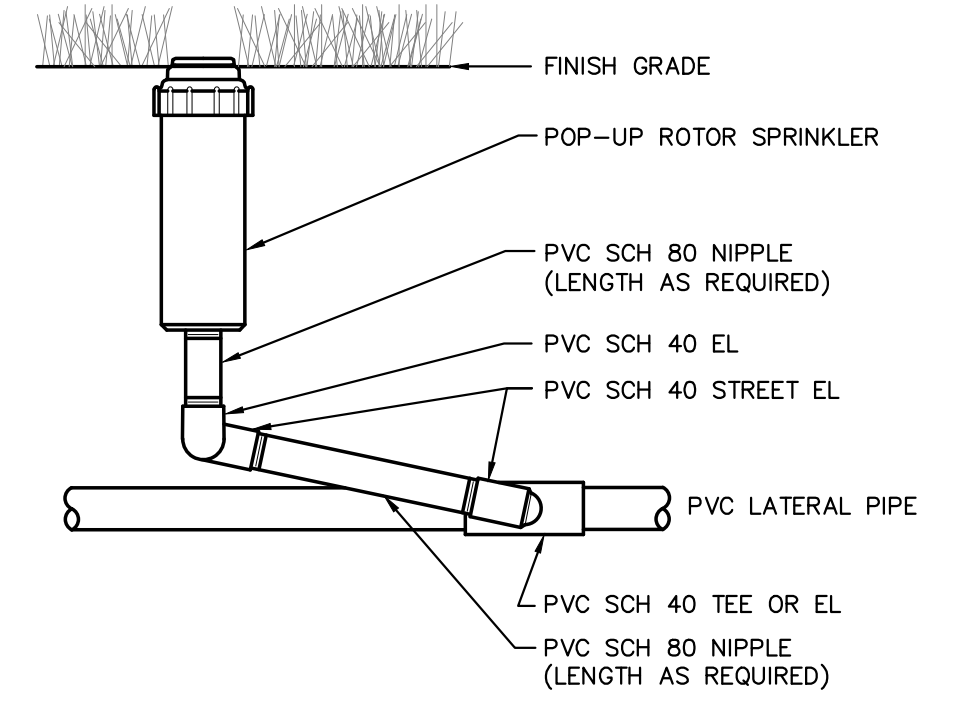


NOT FOR CONSTRUCTION

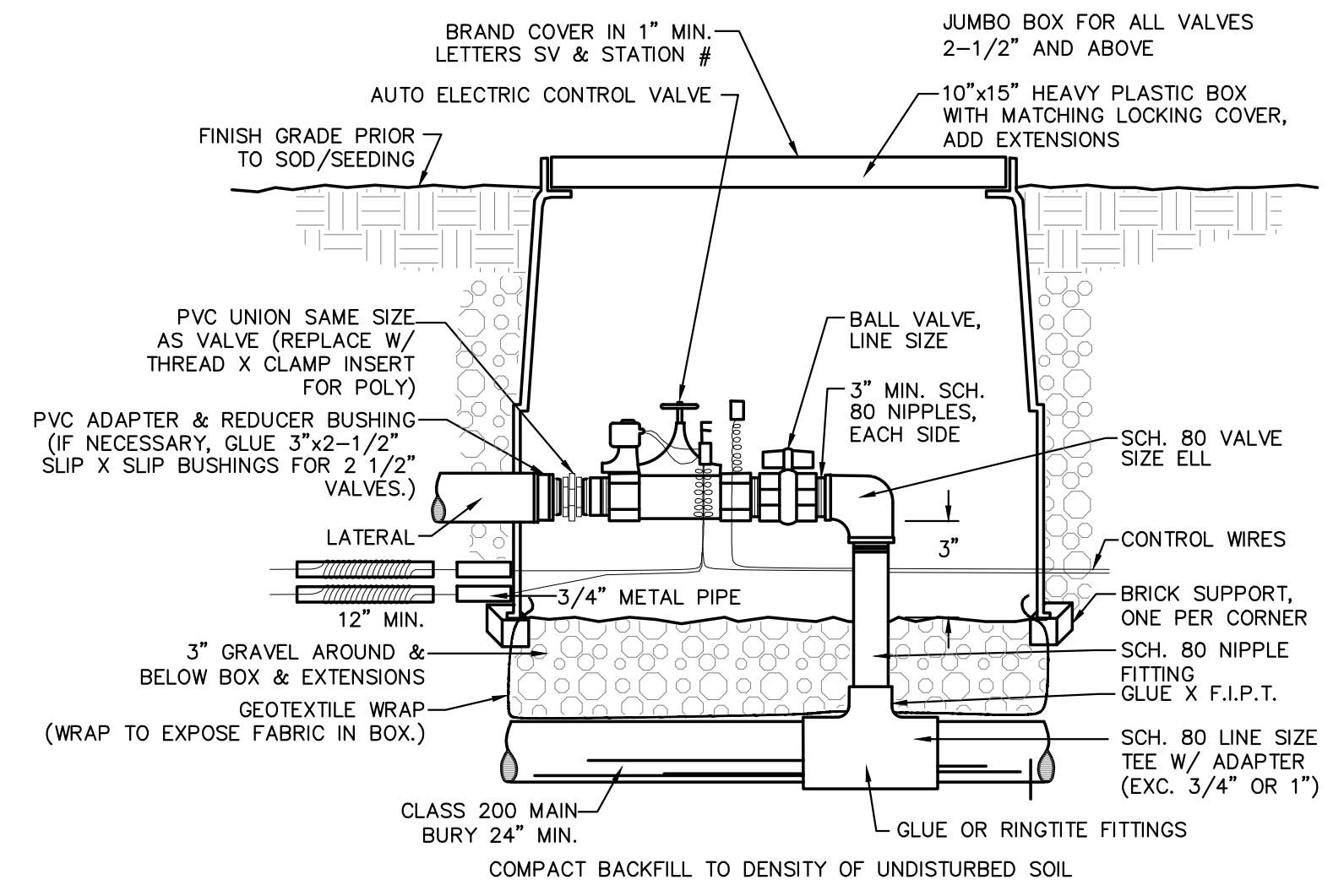


NOTE:
 1. COMPACT BACKFILL TO DENSITY OF UNDISTURBED SOIL.
 2. ALL PVC NIPPLES TO BE SCHEDULE 80

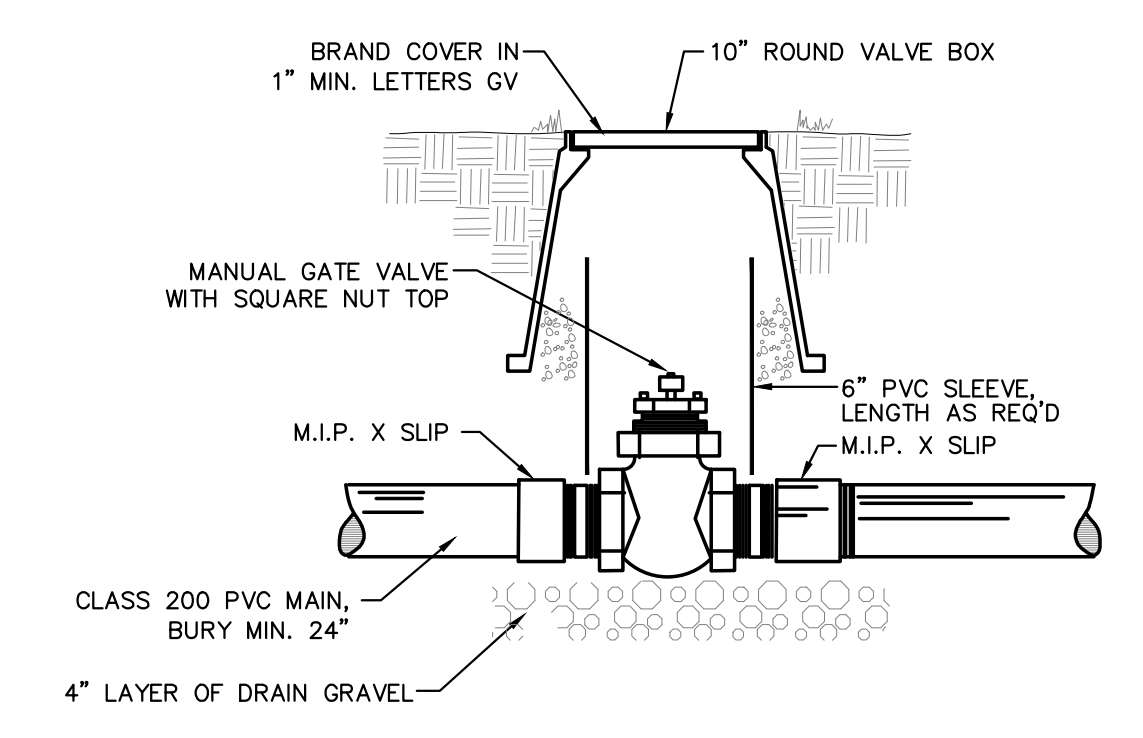
1 POP-UP SPRAY HEAD



2 POP-UP ROTOR HEAD

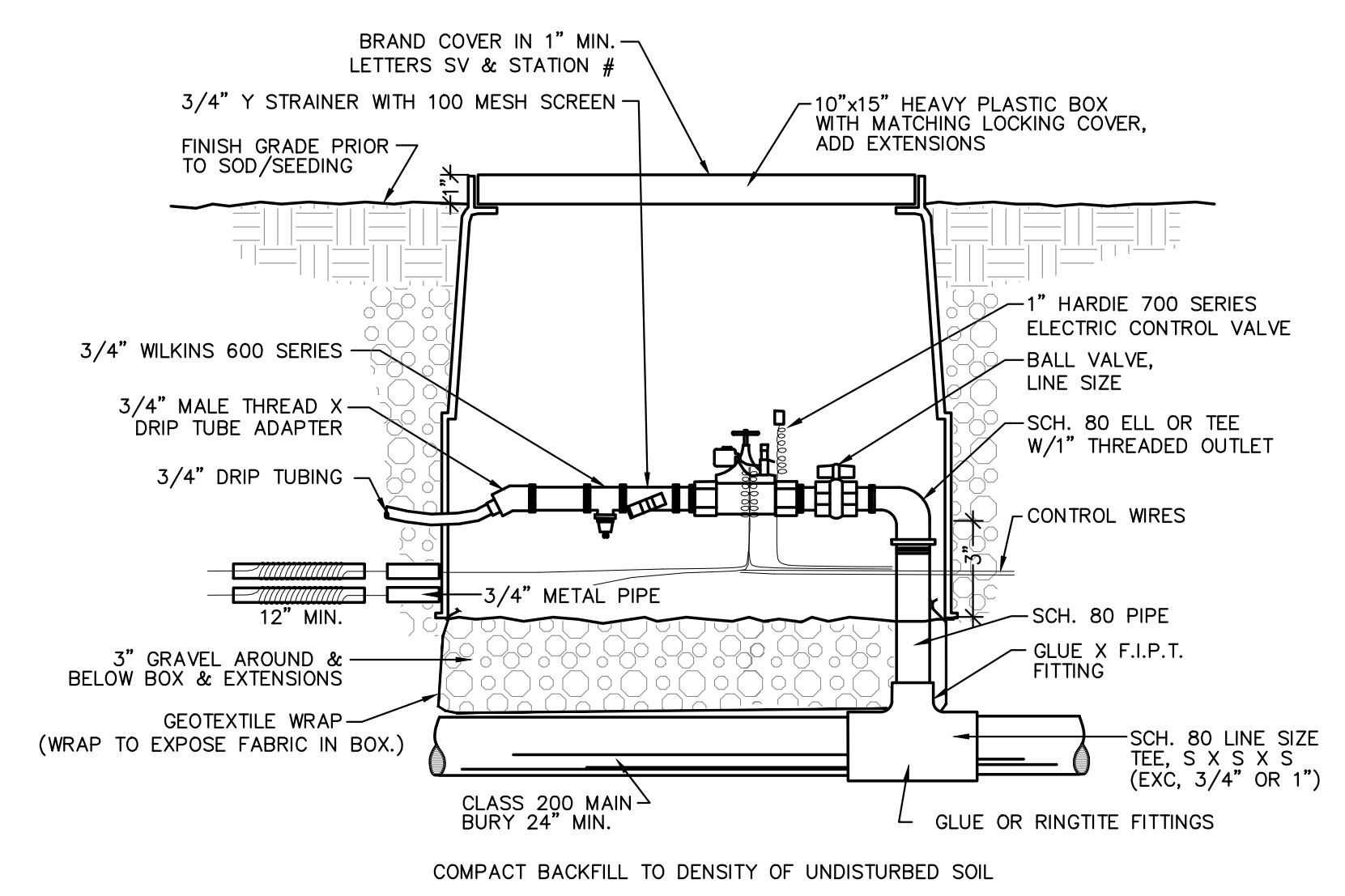


3 CONTROL VALVE

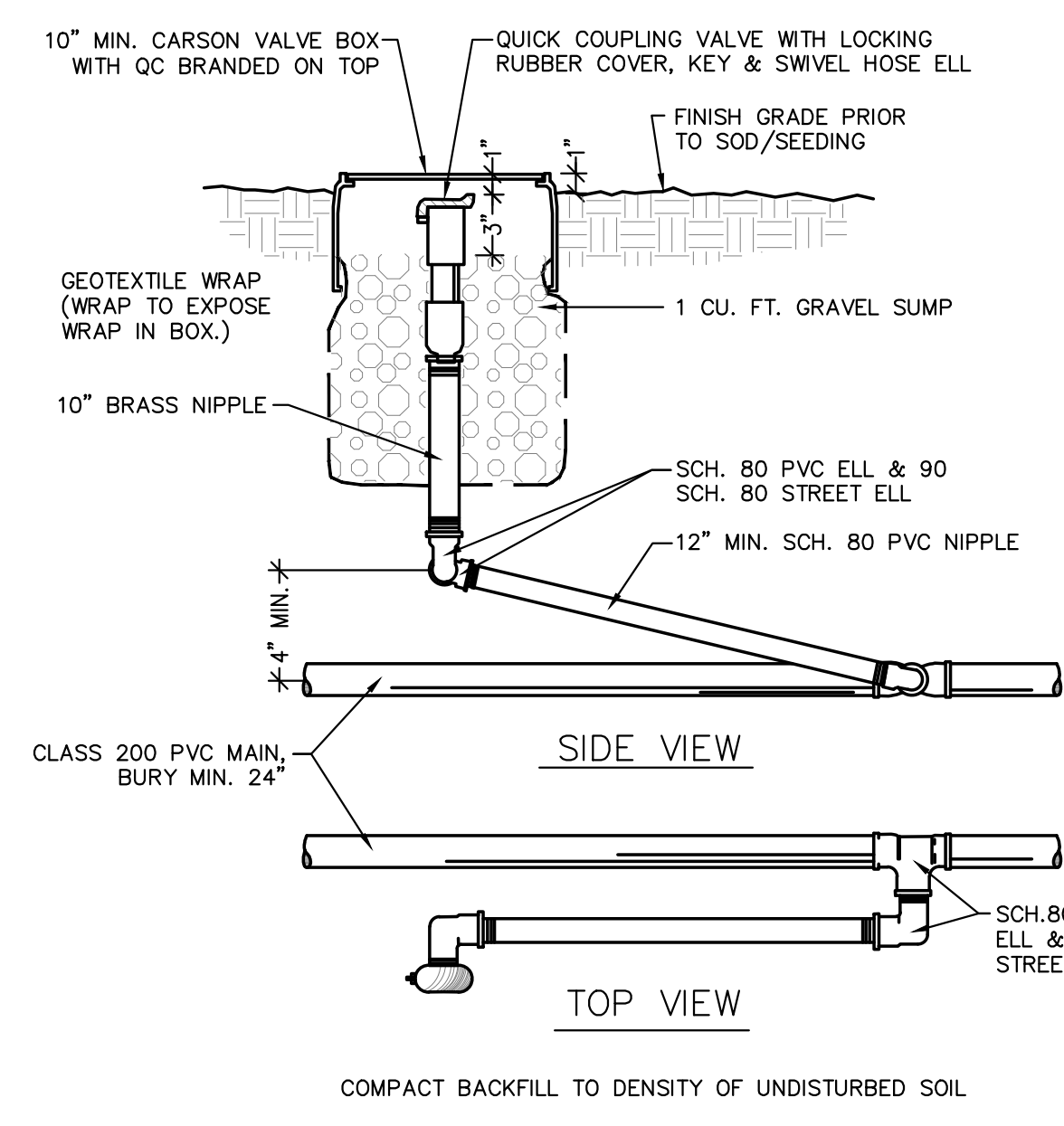


1. COMPACT BACKFILL TO DENSITY OF UNDISTURBED SOIL
 2. LOCKING BOLTS FOR VALVE COVERS TO BE STAINLESS STEEL.

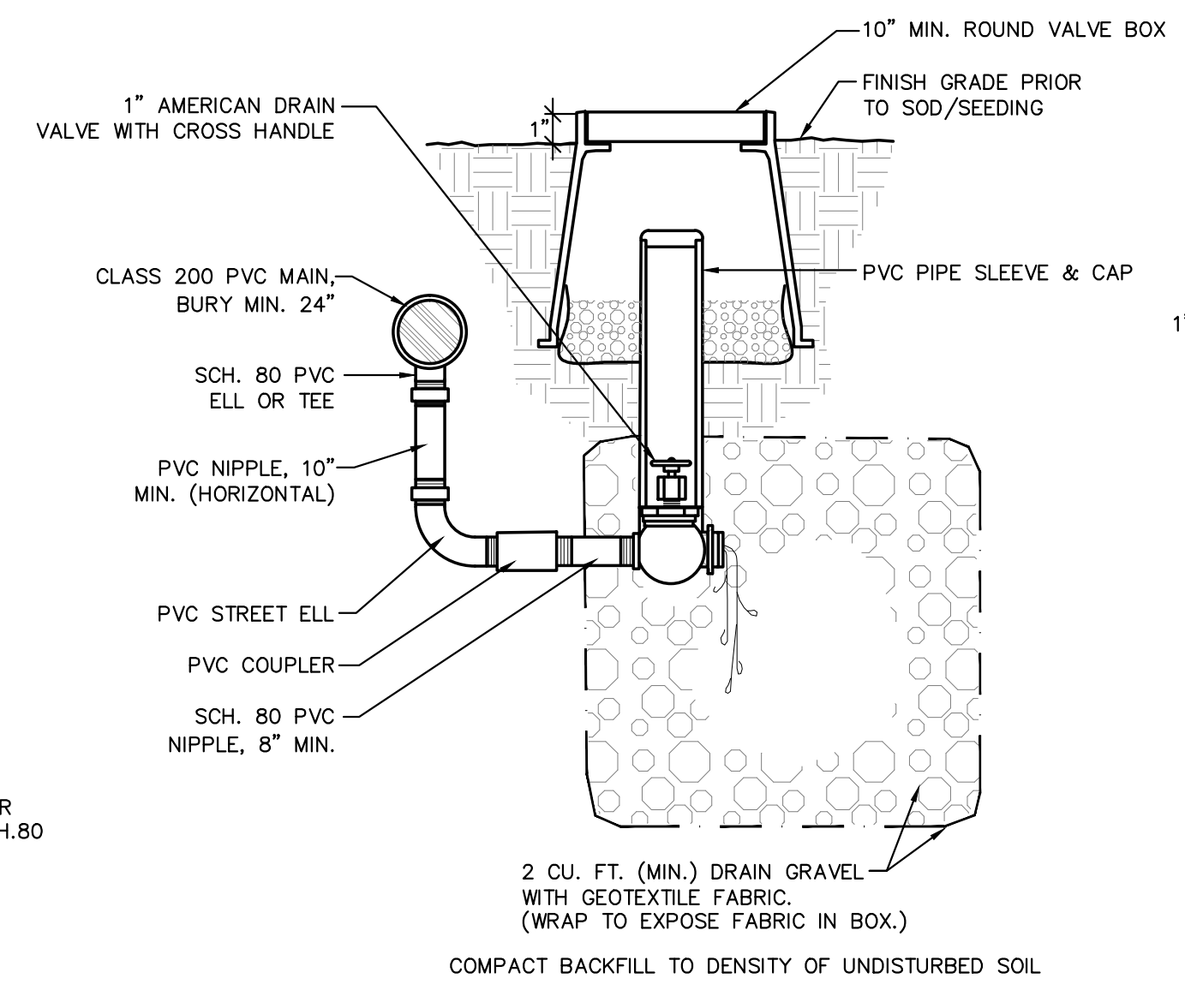
4 ISOLATION GATE VALVE



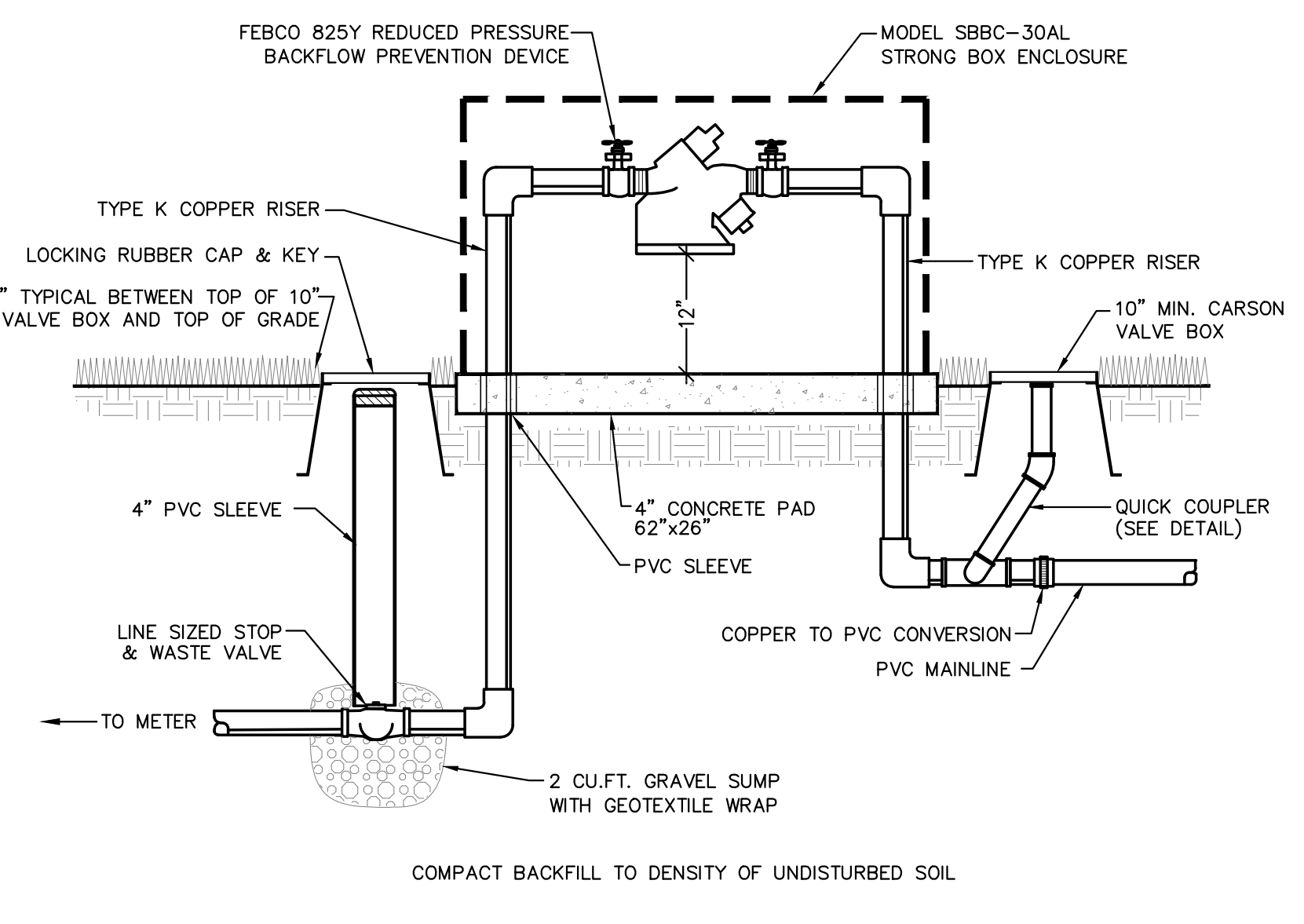
5 DRIP VALVE



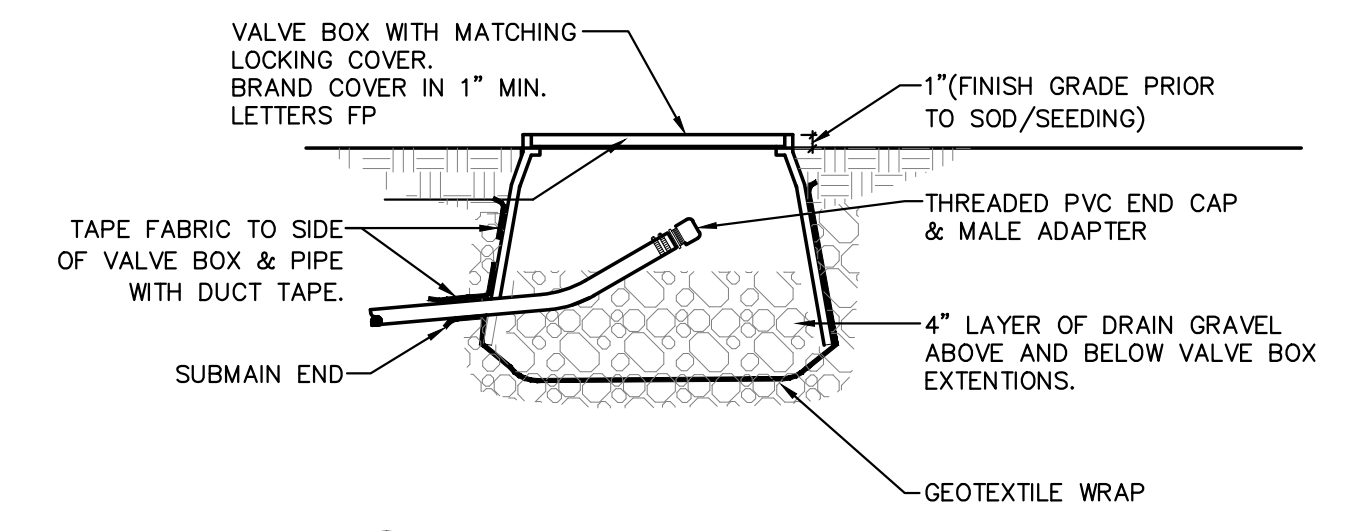
6 QUICK COUPLER



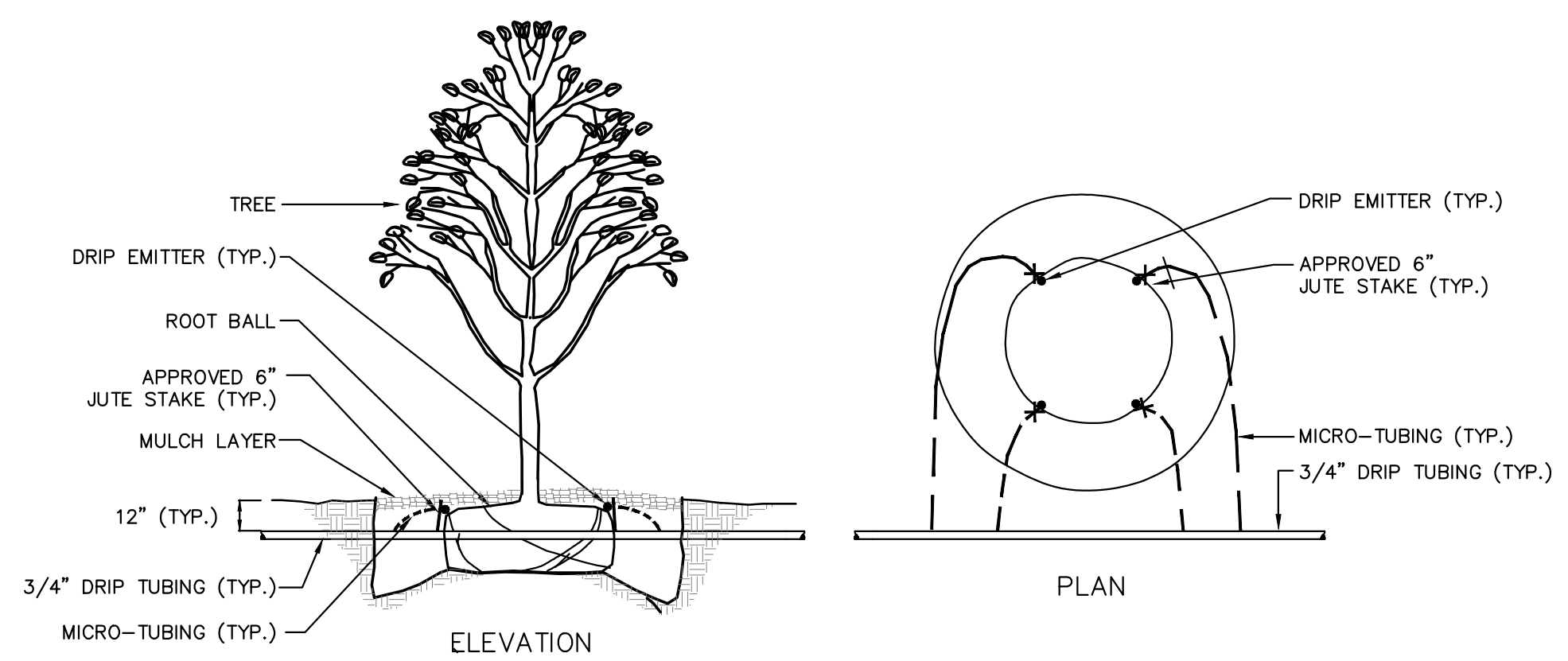
7 DRAIN VALVE



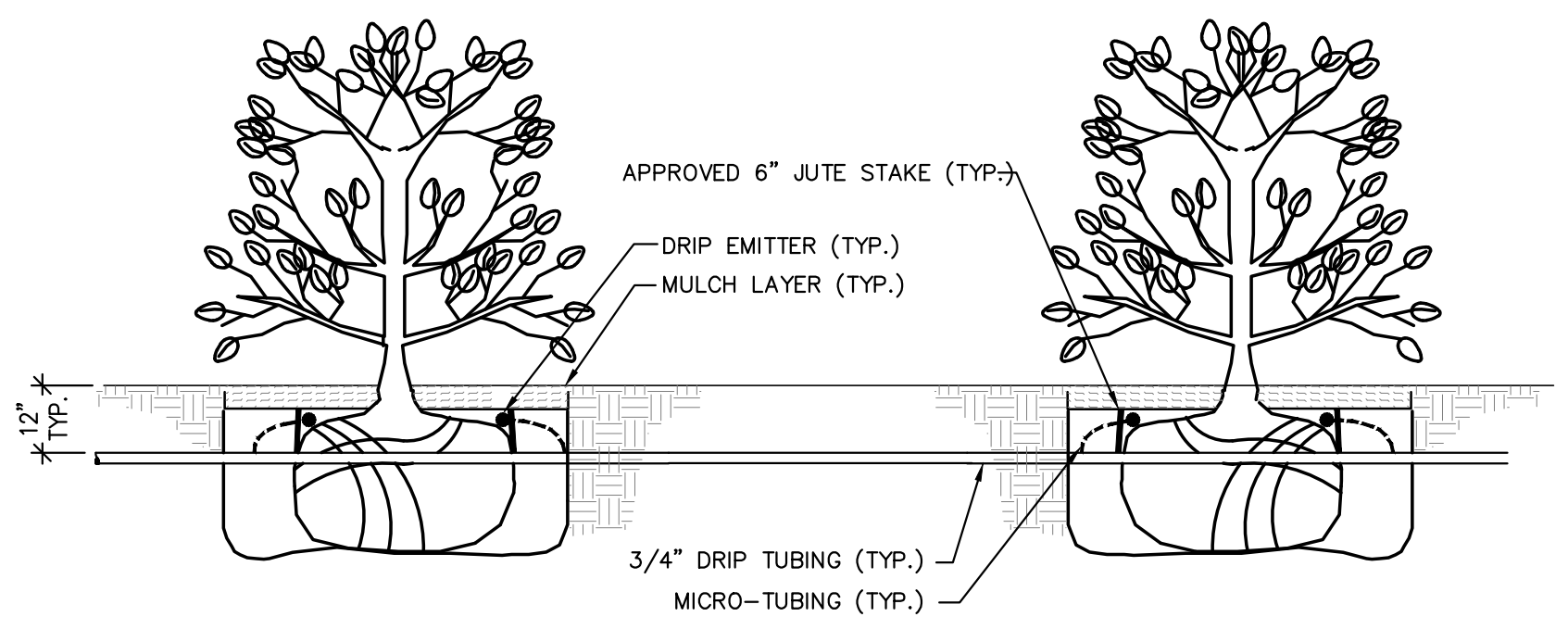
8 REDUCED PRESSURE BACKFLOW PREVENTER



9 DRIP-BLOWOUT



11 DRIP-TREE



10 DRIP-SHRUB

EDC
 IRRIGATION DESIGN & CONSULTING, INC.
 303-442-7027
 303-965-8485 - FAX

MILLENNIUM NORTHWEST FOURTH SUBDIVISION
 PUBLIC IMPROVEMENTS CONSTRUCTION PLANS
 IRRIGATION DETAILS

PROJECT NO. 2003203-4015
 DATE 11/14/13
 DTJ DESIGN

DOCUMENT AMENDMENTS	
No.	Description
2	SECOND CITY SUBMITTAL
1	INITIAL CITY SUBMITTAL

Project Number: 2003203-4015
 Designed By: SN
 Checked By: SN
 SHEET: SN 13.0
 Sheet Number: L49

EXHIBIT C

PROPERTY DESCRIPTION Park Land Parcel – Proposed Outlot L

A parcel of land being a portion the Millennium Northwest First Subdivision recorded September 18, 2001 as Reception No. 2001083622 of the Records of Larimer County, situate in the Northwest Quarter of Section Nine (9), Township Five North (T.5N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), City of Loveland, County of Larimer, State of Colorado, more particularly described as follows:

COMMENCING at the Northwest Corner of said Section 9 and assuming the North line of the Northwest Quarter of said Section 9 as bearing South 89°09'01" East, being a grid bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/92 with all bearings herein relative thereto;

THENCE South 89°09'01" East along the North line of the Northwest Quarter of said Section 9 a distance of 2108.54 feet to the **POINT OF BEGINNING**;

THENCE South 89°09'01" East continuing along the North line of the Northwest Quarter of said Section 9 a distance of 60.23 feet;

THENCE South 42°19'00" East departing from the North line of the Northwest Quarter of said Section 9 a distance of 113.02 feet;

THENCE South 40°00'00" West a distance of 33.42 feet;

THENCE North 50°00'00" West a distance of 19.49 feet;

THENCE South 40°00'00" West a distance of 17.98 feet;

THENCE North 50°00'00" West a distance of 18.53 feet to the beginning point of a curve, non-tangent to this course;

THENCE along the arc of a Curve concave to the Southeast a distance of 156.86 feet, said curve has a Radius of 77.18 feet, a Delta of 116°26'36" and is subtended by a Chord bearing South 18°05'43" West a distance of 131.23 feet to the end point of said curve;

THENCE South 23°26'08" West along a line non-tangent to the aforesaid curve a distance of 15.57 feet;

THENCE South 47°30'37" West a distance of 8.00 feet to the beginning point of a curve, non-tangent to this course;

THENCE along the arc of a Curve concave to the Southwest a distance of 39.32 feet, said curve has a Radius of 110.13 feet, a Delta of 20°27'22" and is subtended by a Chord bearing South 31°53'56" East a distance of 39.11 feet to the end point of said curve;

THENCE South 68°23'26" West along a line non-tangent to the aforesaid curve a distance of 6.83 feet;

THENCE North 23°30'13" West a distance of 10.32 feet to the beginning point of a curve, non-tangent to this course;

THENCE along the arc of a Curve concave to the Southeast a distance of 53.35 feet, said curve has a Radius of 132.00 feet, a Delta of 23°09'23" and is subtended by a Chord bearing South 55°08'07" West a distance of 52.99 feet to the end point of said curve;

THENCE South 46°13'33" East along a line non-tangent to the aforesaid curve a distance of 17.02 feet to a Point of Curvature;

THENCE along the arc of a Curve concave to the Southwest a distance of 1.54 feet, said curve has a Radius of 1.00 feet, a Delta of 88°13'40" and is subtended by a Chord bearing South 02°06'43" East a distance of 1.39 feet to a Point of Reverse Curvature;

THENCE along the arc of a Curve concave to the Southeast a distance of 36.30 feet, said curve has a Radius of 47.50 feet, a Delta of 43°46'54" and is subtended by a Chord bearing South 20°06'39" West a distance of 35.42 feet to a Point of Tangency;

THENCE South 01°46'48" East a distance of 24.58 feet to the beginning point of a curve, non-tangent to this course;

THENCE along the arc of a Curve concave to the Southeast a distance of 43.21 feet, said curve has a Radius of 76.00 feet, a Delta of 32°34'30" and is subtended by a Chord bearing South 62°27'58" West a distance of 42.63 feet to a Point of Tangency;

THENCE South 46°10'43" West a distance of 14.82 feet to a Point of Curvature;

THENCE along the arc of a Curve concave to the Northwest a distance of 163.63 feet, said curve has a Radius of 143.50 feet, a Delta of 65°19'58" and is subtended by a Chord bearing South 78°50'42" West a distance of 154.91 feet to a Point of Reverse Curvature;

THENCE along the arc of a Curve concave to the Southwest a distance of 52.79 feet, said curve has a Radius of 431.50 feet, a Delta of 07°00'36" and is subtended by a Chord bearing North 71°59'38" West a distance of 52.76 feet to the end point of said curve;
 THENCE North 32°08'25" West along a line non-tangent to the aforesaid curve a distance of 14.38 feet;
 THENCE North 11°52'56" East a distance of 97.87 feet to a Point of Curvature;
 THENCE along the arc of a Curve concave to the Northwest a distance of 51.08 feet, said curve has a Radius of 190.00 feet, a Delta of 15°24'17" and is subtended by a Chord bearing North 04°10'47" East a distance of 50.93 feet to the end point of said curve;
 THENCE North 86°28'39" East along a line non-tangent to the aforesaid curve a distance of 14.00 feet;
 THENCE North 73°42'34" East a distance of 164.92 feet;
 THENCE North 16°17'26" West a distance of 127.80 feet;
 THENCE North 58°24'57" West a distance of 14.00 feet to the beginning point of a curve, non-tangent to this course;
 THENCE along the arc of a Curve concave to the Northwest a distance of 38.95 feet, said curve has a Radius of 58.00 feet, a Delta of 38°28'51" and is subtended by a Chord bearing North 12°20'37" East a distance of 38.23 feet to the end point of said curve;
 THENCE North 83°06'12" East along a line non-tangent to the aforesaid curve a distance of 117.03 feet;
 THENCE North 06°53'48" West a distance of 27.94 feet to the North line of the Northwest Quarter of said Section 9 and to the **POINT OF BEGINNING**.

Said described parcel of land contains 1.849 acres, more or less (±).

It is the intent of this description to describe that parcel of land to be known as Outlot L of The Lakes Filing One, City of Loveland, County of Larimer, State of Colorado, said The Lakes Filing One is currently under review by the City of Loveland, and it is the intent of this description, that upon recordation of The Lakes Filing One, the platted dimensional and positional data for said Tract A will control over this description.

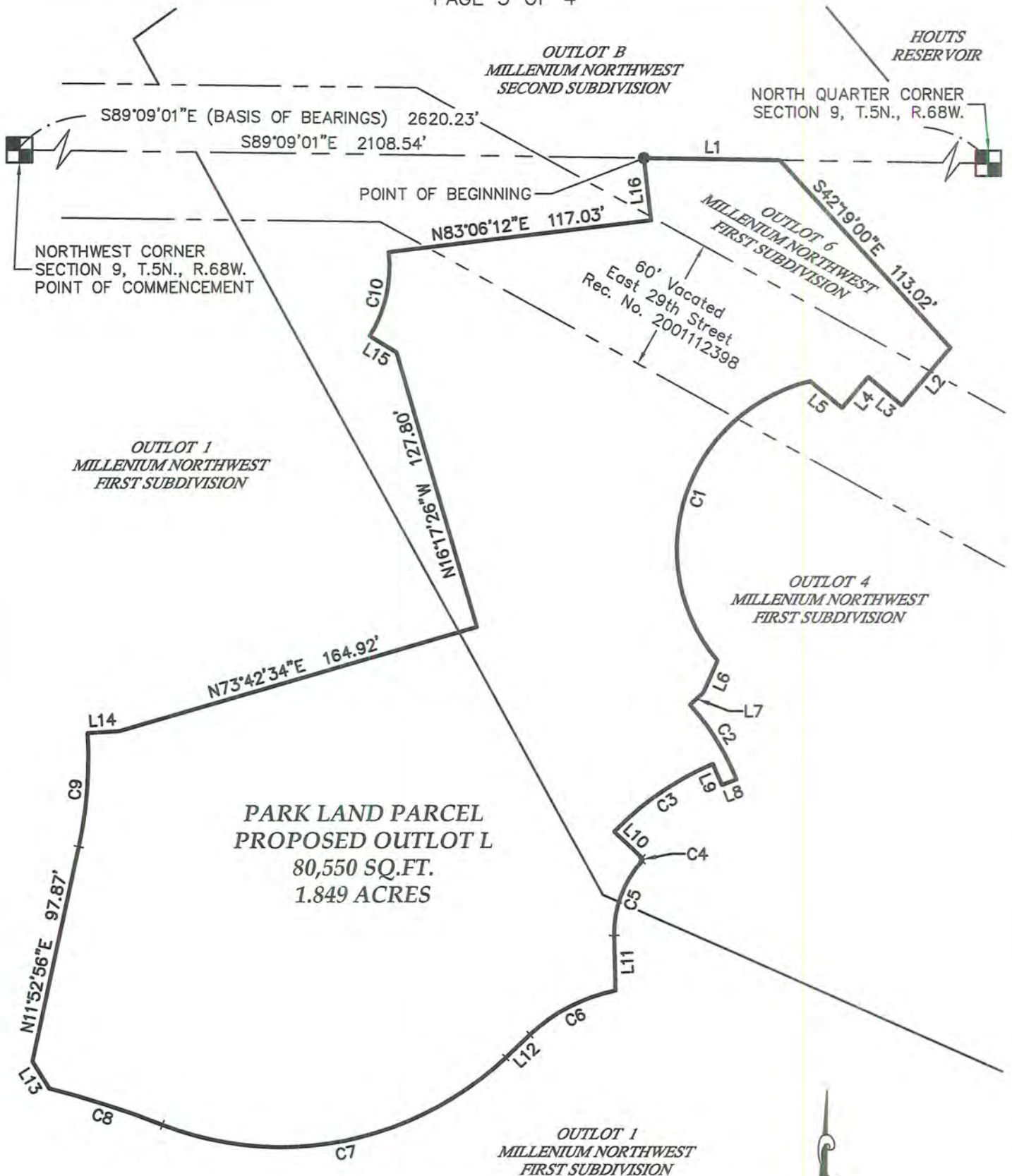
SURVEYORS STATEMENT

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

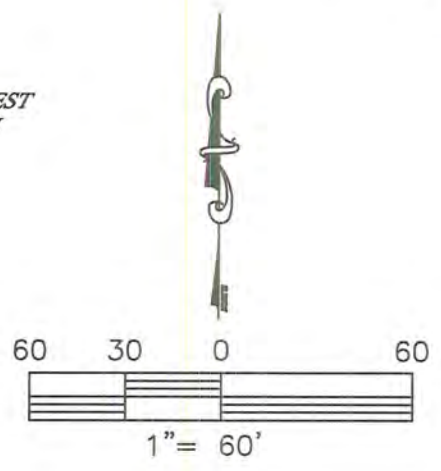


Steven A. Lund - on behalf of King Surveyors, Inc.
 Colorado Registered Professional
 Land Surveyor #34995

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



**PARK LAND PARCEL
PROPOSED OUTLOT L**
80,550 SQ.FT.
1.849 ACRES



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

Steven A. Lund – On Behalf Of King Surveyors
Colorado Registered Professional
Land Surveyor #34995



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

PROJECT NO: 2013001-A
DATE: 12/9/2013
CLIENT: J3 ENGINEERING
DWG: EXH-PARK LAND PARCEL
DRAWN: CSK **CHECKED:** SAL

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°09'01"E	60.23'
L2	S40°00'00"W	33.42'
L3	N50°00'00"W	19.49'
L4	S40°00'00"W	17.98'
L5	N50°00'00"W	18.53'
L6	S23°26'08"W	15.57'
L7	S47°30'37"W	8.00'
L8	S68°23'26"W	6.83'
L9	N23°30'13"W	10.32'
L10	S46°13'33"E	17.02'
L11	S01°46'48"E	24.58'
L12	S46°10'43"W	14.82'
L13	N32°08'25"W	14.38'
L14	N86°28'39"E	14.00'
L15	N58°24'57"W	14.00'
L16	N06°53'48"W	27.94'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	156.86'	77.18'	116°26'36"	131.23'	S18°05'43"W
C2	39.32'	110.13'	20°27'22"	39.11'	S31°53'56"E
C3	53.35'	132.00'	23°09'23"	52.99'	S55°08'07"W
C4	1.54'	1.00'	88°13'40"	1.39'	S02°06'43"E
C5	36.30'	47.50'	43°46'54"	35.42'	S20°06'39"W
C6	43.21'	76.00'	32°34'30"	42.63'	S62°27'58"W
C7	163.63'	143.50'	65°19'58"	154.91'	S78°50'42"W
C8	52.79'	431.50'	7°00'36"	52.76'	N71°59'38"W
C9	51.08'	190.00'	15°24'17"	50.93'	N04°10'47"E
C10	38.95'	58.00'	38°28'51"	38.23'	N12°20'37"E



Steven A. Lund – On Behalf Of King Surveyors
 Colorado Registered Professional
 Land Surveyor #34995

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



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

PROJECT NO: 2013001-A
DATE: 12/9/2013
CLIENT: J3 ENGINEERING
DWG: EXH-PARK LAND PARCEL
DRAWN: CSK **CHECKED:** SAL

EXHIBIT D



EXHIBIT E

PROPERTY DESCRIPTION

A parcel of land being a portion of Outlot 2 of the Millennium Northwest First Subdivision recorded September 18, 2001 as Reception No. 2001083622 of the Records of Larimer County, situate in the Northwest Quarter of Section Nine (9), Township Five North (T.5N.), Range Sixty-eight West (R.68W.) of the Sixth Principal Meridian (6th P.M.), City of Loveland, County of Larimer, State of Colorado.

COMMENCING at the West Quarter Corner of said Section 9 and assuming the West line of the Northwest Quarter of said Section 9 as bearing North $00^{\circ}24'07''$ East, being a grid bearing of the Colorado State Plane Coordinate System, North Zone, North American Datum 1983/92, a distance of 2637.54 feet with all bearings herein relative thereto;

THENCE North $00^{\circ}24'07''$ East along the West line of the Northwest Quarter of said Section 9 a distance of 803.98 feet;

THENCE South $89^{\circ}35'53''$ East along a line perpendicular to the West line of the Northwest Quarter of said Section 9 a distance of 60.00 feet to a line parallel with and 60.00 Easterly of, as measured at a right angle to the West line of the Northwest Quarter of said Section 9 and to the **POINT OF BEGINNING**;

THENCE South $89^{\circ}35'53''$ East along a line perpendicular to the West line of the Northwest Quarter of said Section 9 a distance of 110.76 feet to a Point of Curvature;

THENCE along the arc of a Curve concave to the Northwest a distance of 439.29 feet, said curve has a Radius of 485.00 feet, a Delta of $51^{\circ}53'43''$ and is subtended by a Chord bearing North $64^{\circ}27'15''$ East a distance of 424.42 feet to the end point of said curve;

THENCE South $51^{\circ}29'35''$ East along a line non-tangent to the aforesaid course a distance of 65.41 feet to a Point of Curvature;

THENCE along the arc of a Curve concave to the Southwest a distance of 51.77 feet, said curve has a Radius of 100.00 feet, a Delta of $29^{\circ}39'36''$ and is subtended by a Chord bearing South $36^{\circ}39'48''$ East a distance of 51.19 feet to a Point of Reverse Curvature;

THENCE along the arc of a Curve concave to the Northeast a distance of 115.19 feet, said curve has a Radius of 170.66 feet, a Delta of $38^{\circ}40'22''$ and is subtended by a Chord bearing South $41^{\circ}10'11''$ East a distance of 113.01 feet to a Point of Reverse Curvature;

THENCE along the arc of a Curve concave to the Southwest a distance of 260.33 feet, said curve has a Radius of 200.00 feet, a Delta of $74^{\circ}34'43''$ and is subtended by a Chord bearing South $23^{\circ}13'00''$ East a distance of 242.34 feet to a Point of Reverse Curvature;

THENCE along the arc of a Curve concave to the Northeast a distance of 60.17 feet, said curve has a Radius of 50.00 feet, a Delta of $68^{\circ}56'45''$ and is subtended by a Chord bearing South $20^{\circ}24'01''$ East a distance of 56.60 feet to a Point of Tangency;

THENCE South $54^{\circ}52'24''$ East a distance of 95.66 feet;

THENCE South $35^{\circ}07'36''$ West a distance of 30.00 feet;

THENCE South $43^{\circ}29'19''$ West a distance of 103.15 feet to the beginning point of a curve, non-tangent to this course;

THENCE along the arc of a Curve concave to the Southeast a distance of 11.73 feet, said curve has a Radius of 510.00 feet, a Delta of $01^{\circ}19'03''$ and is subtended by a Chord bearing South $34^{\circ}28'05''$ West a distance of 11.73 feet to the end point of said curve;

THENCE South $76^{\circ}33'42''$ West a distance of 14.57 feet to the beginning point of a curve, non-tangent to this course;

THENCE along the arc of a Curve concave to the Southeast a distance of 50.00 feet, said curve has a Radius of 520.00 feet, a Delta of $05^{\circ}30'32''$ and is subtended by a Chord bearing South $29^{\circ}52'34''$ West a distance of 49.98 feet to the endpoint of said curve;

THENCE South $16^{\circ}48'35''$ East a distance of 14.57 feet to the beginning point of a curve, non-tangent to this course;

THENCE along the arc of a Curve concave to the Southeast a distance of 224.53 feet, said curve has a Radius of 510.00 feet, a Delta of $25^{\circ}13'28''$ and is subtended by a Chord bearing South $13^{\circ}19'50''$ West a distance of 222.72 feet to a Point of Tangency;

THENCE South 00°43'06" West a distance of 62.83 feet to a line parallel with and 48.00 feet Northerly of, as measured at a right angle to the South line of the Northwest Quarter of said Section 9;

THENCE North 89°16'50" West along said parallel line a distance of 558.81 feet to the Westerly line of said Outlot 2;

THENCE North 57°50'52" West along a Westerly line of said Outlot 2 a distance of 93.22 feet to an angle point on the westerly line of said Outlot 2;

THENCE North 06°52'25" West continuing along the Westerly line of said Outlot 2 a distance of 226.97 feet to a line parallel with and 60.00 feet Easterly of, as measured at a right angle to the West line of the Northwest Quarter of said Section 9;

THENCE North 00°24'07" East along said parallel line a distance of 482.72 feet to the **POINT OF BEGINNING.**

Said described parcel of land contains 13.422 acres, more or less (±).

It is the intent of this description to describe that parcel of land to be known as Tract A of The Lakes Filing One, City of Loveland, County of Larimer, State of Colorado, said The Lakes Filing One is currently under review by the City of Loveland, and it is the intent of this description, that upon recordation of The Lakes Filing One, the platted dimensional and positional data for said Tract A will control over this description.

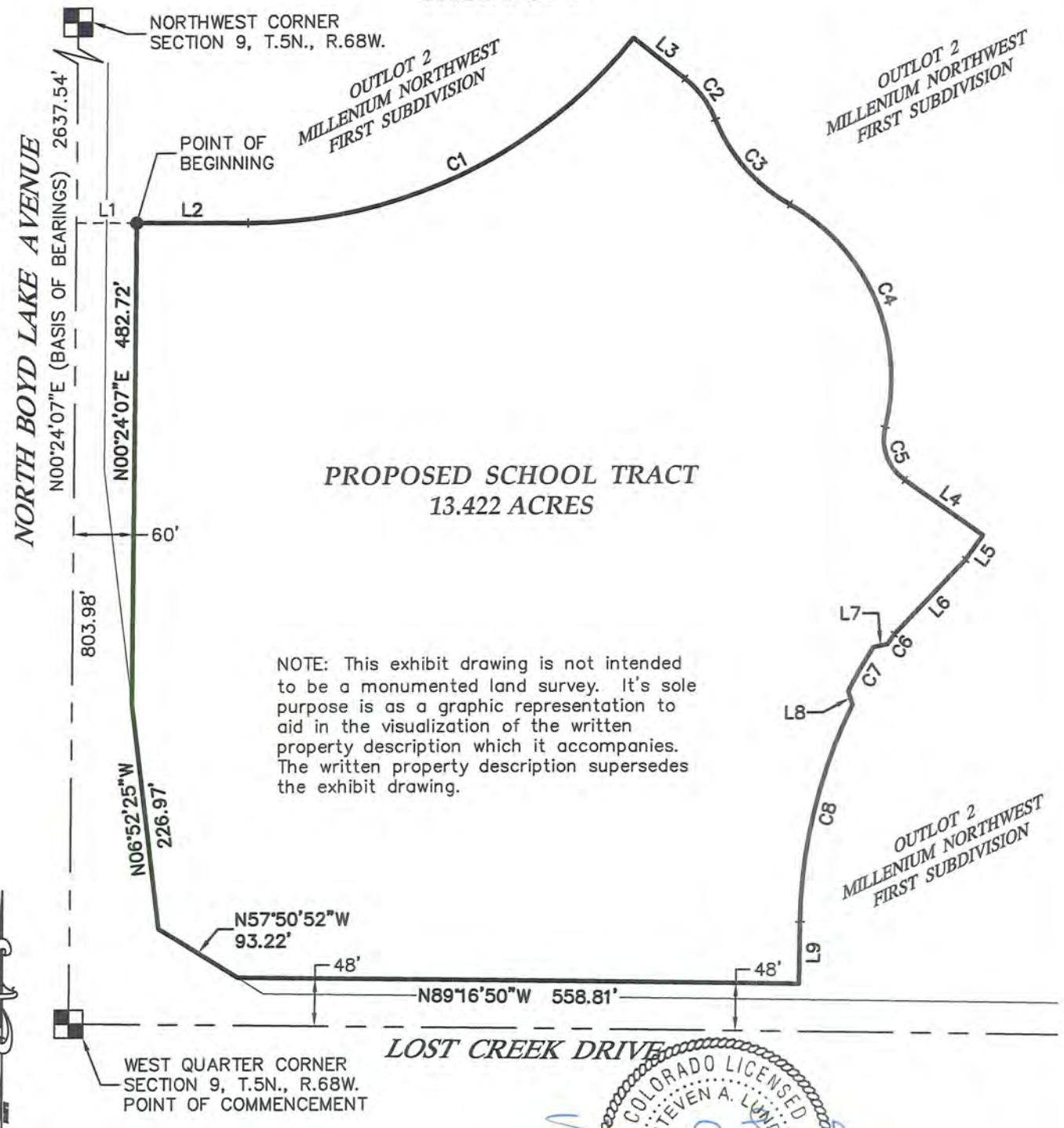
SURVEYORS STATEMENT

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



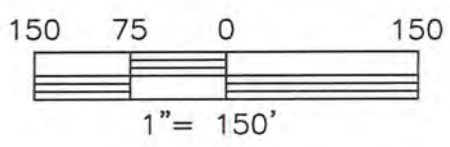
Steven A. Lund - on behalf of King Surveyors, Inc.
 Colorado Registered Professional
 Land Surveyor #34995

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



STEVEN A. LUND
 34995
 COLORADO LICENSED PROFESSIONAL SURVEYOR
 2013

Steven A. Lund On Behalf of King Surveyors, Inc.
 Colorado Registered Professional Land Surveyor #34995



LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°35'53"E	60.00'
L2	S89°35'53"E	110.76'
L3	S51°29'35"E	65.41'
L4	S54°52'24"E	95.66'
L5	S35°07'36"W	30.00'
L6	S43°29'19"W	103.15'
L7	S76°33'42"W	14.57'
L8	S16°48'35"E	14.57'
L9	S00°43'06"W	62.83'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CH BEARING
C1	439.29'	485.00'	51°53'43"	424.42'	N64°27'15"E
C2	51.77'	100.00'	29°39'36"	51.19'	S36°39'48"E
C3	115.19'	170.66'	38°40'22"	113.01'	S41°10'11"E
C4	260.33'	200.00'	74°34'43"	242.34'	S23°13'00"E
C5	60.17'	50.00'	68°56'45"	56.60'	S20°24'01"E
C6	11.73'	510.00'	1°19'03"	11.73'	S34°28'05"W
C7	50.00'	520.00'	5°30'32"	49.98'	S29°52'34"W
C8	224.53'	510.00'	25°13'28"	222.72'	S13°19'50"W



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

PROJECT NO: 2013001-A
DATE: 8/13/2013
CLIENT: J3 ENGINEERING
DWG: 2013001A-EXH-1 SOUTH
DRAWN: CSK **CHECKED:** SAL

EXHIBIT F - Page 1 of 7

OPINION OF PROBABLE COSTS PARK (OUTLOT L), LAKES AT CENTERRA

SOFT COSTS AND INDIRECTS

ITEM	QTY	UNIT	UNIT PRICE	ITEM TOTAL
A. ENGINEERING, DESIGN & ENTITLEMENT				
Engineering, Design & Entitlement (10% of Hard Costs)	9%		\$ 568,159	\$ 51,134
B. SURVEY, LAYOUT & TESTING				
Construction Staking (1.5% of Hard Costs)	1%		\$ 568,159	\$ 5,682
Material Testing (2.5% of Hard Costs)	1%		\$ 568,159	\$ 5,682
C. GENERAL CONDITIONS				
General Conditions (Supervision/Management/Insurance/Temp Facilities)	8	Wk	\$ 4,250.00	\$ 34,000
TOTAL SOFT COSTS:				\$ 96,497

HARD CONSTRUCTION COSTS

A. EROSION CONTROL				
Erosion Control Allowance (5% of Hard Costs)	3%		\$ 541,000.00	\$ 16,230
SUBTOTAL EROSION CONTROL				\$ 16,230
B. EARTHWORK				
Fine Grading- Swale and Multi-Use Areas	7500	SY	\$ 2.60	\$ 19,500
SUBTOTAL EARTHWORK				\$ 19,500
C. UTILITIES				
Irrigation Tap Fees (SIF's Etc)- 2014 Rates with Meter and Meter Pit	1	LS	\$ 36,745.00	\$ 36,745
Water Rights for Irrigation	5.26	AF	\$ 18,375.00	\$ 96,646
SUBTOTAL UTILITIES				\$ 133,391
D. SITE CONCRETE SIDEWALKS/TRAILS				
10' Wide Grey Concrete Walks/Maintenance Access 6" Thick	545	LF	\$ 42.50	\$ 23,163
6' Trail Connecting to Parking Lot and Pool area	115	LF	\$ 22.50	\$ 2,588
Colored Concrete at Shade Structure	1050	SF	\$ 6.50	\$ 6,825
SUBTOTAL SITE CONCRETE SIDEWALKS/TRAILS				\$ 32,575
E. PLAYGROUND/SITE AMENITIES				
Playground Drainage	3345	SF	\$ 1.60	\$ 5,352
Concrete Curb	175	LF	\$ 18.50	\$ 3,238
Concrete Ramp	1	EA	\$ 1,450.00	\$ 1,450
Playground Surfacing	3345	SF	\$ 2.85	\$ 9,533
Labyrinth Panel 2-5	1	LS	\$ 1,500.00	\$ 1,500
RainWheel	1	LS	\$ 350.00	\$ 350
Balance Beams	1	LS	\$ 250.00	\$ 250
Chime Panel	1	LS	\$ 1,350.00	\$ 1,350
Rockin Drums	1	LS	\$ 375.00	\$ 375
Freestanding Telescope	1	LS	\$ 350.00	\$ 350
Unity Structure	1	LS	\$ 33,050.00	\$ 33,050
Mini Cyclone	1	LS	\$ 1,025.00	\$ 1,025
Freight and install, Play Equipment	1	LS	\$ 15,700.00	\$ 15,700
Shade Structure in Playground	1	LS	\$ 22,500.00	\$ 22,500
Pedestrian Bridge- 6'	1	LS	\$ 22,500.00	\$ 22,500
Pedestrian Bridge- 10'	1	LS	\$ 27,500.00	\$ 27,500
Bridge Freight, Abutments and Install	1	LS	\$ 16,000.00	\$ 16,000
Site Furniture				
Site Benches, Including Install	4		\$ 1,600.00	\$ 6,400
Picnic Tables under Shade Shelter	3		\$ 1,650.00	\$ 4,950
Trash Receptacles	3		\$ 1,600.00	\$ 4,800
Bike Rack	1		\$ 975.00	\$ 975
Pet Waste Station	1		\$ 660.00	\$ 660
SUBTOTAL PLAYGROUND/SITE AMENITIES				\$ 179,808

EXHIBIT F - Page 2 of 7

F. LANDSCAPING/IRRIGATION

Sod/Seed				
LANDSCAPE- SOD WITH SOIL AMENDMENTS (MULTI-USE FIELD)	47680	SF	\$ 0.60	\$ 28,608
LANDSCAPE- Native Seed with Fertilizer/Prep (SF)	21490	SF	\$ 0.16	\$ 3,438
Manicured Turf Beds				
Planting Beds	7200	SF	\$ 2.30	\$ 16,560
Crusher Fines	540	SF	\$ 2.25	\$ 1,215
Trees- 2.5 Caliber Deciduous	37	EA	\$ 365.00	\$ 13,505
Trees- 4" Caliper Evergreens	16	EA	\$ 650.00	\$ 10,400
Trees- Ornamental	12	EA	\$ 395.00	\$ 4,740
Irrigation System				
Turf System	47680	SF	\$ 1.35	\$ 64,368
Native Area Irrigation	21490	SF	\$ 0.90	\$ 19,341
Planting Beds	7200	SF	\$ 1.10	\$ 7,920
SUBTOTAL LANDSCAPING/IRRIGATION				\$ 170,095

TOTAL HARD COSTS \$ 568,159

G. CONSTRUCTION CONTINGENCY	10%		\$ 568,159	\$ 56,816
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TOTAL SOFT COSTS	\$ 96,497
TOTAL HARD COSTS	\$ 568,159
TOTAL CONSTRUCTION CONTINGENCY	\$ 56,816
TOTAL - PARK- Amenities and Landscaping	\$ 721,472
ADJACENT STREET COSTS AS IDENTIFIED (IN CORRESPONDING COST SHEET)	\$ 105,743
TOTAL, PARK AND ADJACENT STREETS	\$ 827,215

EXHIBIT F - Page 3 of 7

Connector and Local Street Costing- Park (Adjacent) Roads

Connector - No center Median, 80' ROW, Street Parking

Costs Per Linear Foot

Earthwork, Concrete and Paving

Item	QTY	Unit	Unit Cost	Total
Earthwork (3')	7.4	CY	\$ 2.00	\$ 14.81
Fly-Ash Stabilized Sub-grade (18")	5.8	SY	\$ 7.50	\$ 43.33
Aggregate Base Course (8")	5.6	SY	\$ 7.00	\$ 38.89
Asphalt (7")	5.3	SY	\$ 28.00	\$ 149.33
18" Vertical curb and gutter	2.0	LF	\$ 13.00	\$ 26.00
Sidewalk- Both Sides 6'	12.0	SF	\$ 4.00	\$ 48.00
Striping	6.0	LF	\$ 2.00	\$ 12.00
Signs	0.01	EA	\$ 150.00	\$ 1.50
Street lights	0.011	LF	\$ 4,200.00	\$ 48.00
Dry Utilities- includes relocations	0	LF	\$ 210.00	\$ -
Total Earthwork, Concrete and Paving:				\$ 381.86

Hardscape/Landscape Costs

Item	QTY	Unit	Unit Cost	Total
Softscape:				
Trees (10' ave. evergreen / 2.5" cal Dec.)	0.033	EA	\$575.00	\$ 19.17
Tree Grates (6' x 6' steel)	0.00	EA	\$2,200.00	\$ -
Shrub Bed (included fabric / edger / soil prep.)	9.00	SF	\$4.00	\$ 36.00
Manicured Turf (sod)	21.00	SF	\$0.50	\$ 10.50
Irrigation	30.00	SF	\$1.05	\$ 31.50
Soil Prep. (5 CuYd / 1000 S.F.)	30.00	SF	\$0.20	\$ 6.00
Fine Grading (Berming and Shaping)	30.00	SF	\$0.05	\$ 1.50
Water Rights and Taps	18.00	SF	\$2.64	\$ 47.57
Subtotal Landscaping Per Linear Foot:				\$ 152.24
Total Hardscape and Softscape:				\$ 152.24

Total Collector Roadway Costs Per LF: \$ 534.10

Local- 50' ROW with Street Parking

Earthwork, Concrete and Paving

Item	QTY	Unit	Unit Cost	Total
Earthwork (3')	7.8	CY	2 \$	15.56
Overexcavation (2'- Assumed in Earthwork)	0	CY	2 \$	-
Fly-Ash Stabilized Sub-grade (12")	5	SY	7.5 \$	37.50
Aggregate Base Course (6")	6	SY	5.5 \$	33.00
Asphalt (4")	3.6	SY	16 \$	56.89
Combination Curb/sidewalk	2	LF	27 \$	54.00
Striping	0	LF	2 \$	-
Signs	0.01	EA	150 \$	1.50
Street lights	0.0033333	LF	3500 \$	11.67
Dry Utilities	0	LF	0 \$	-
Total Earthwork, Concrete and Paving:				\$ 210.12

Total Local Roadway Costs Per LF: \$ 210.12

Parks Site Calculations:

Item	QTY	Unit	1/2 Share Costs	Item Total
Total Collector Road Adjacent to Park Site	220	LF	\$ 267.05	\$ 58,751
Total Local Road Adjacent to Park Site	150	LF	\$ 105.06	\$ 15,759
Traffic Control	4%	PCT	\$ 58,750.77	\$ 2,350
Erosion Control	2.5%	PCT	\$ 58,750.77	\$ 1,469

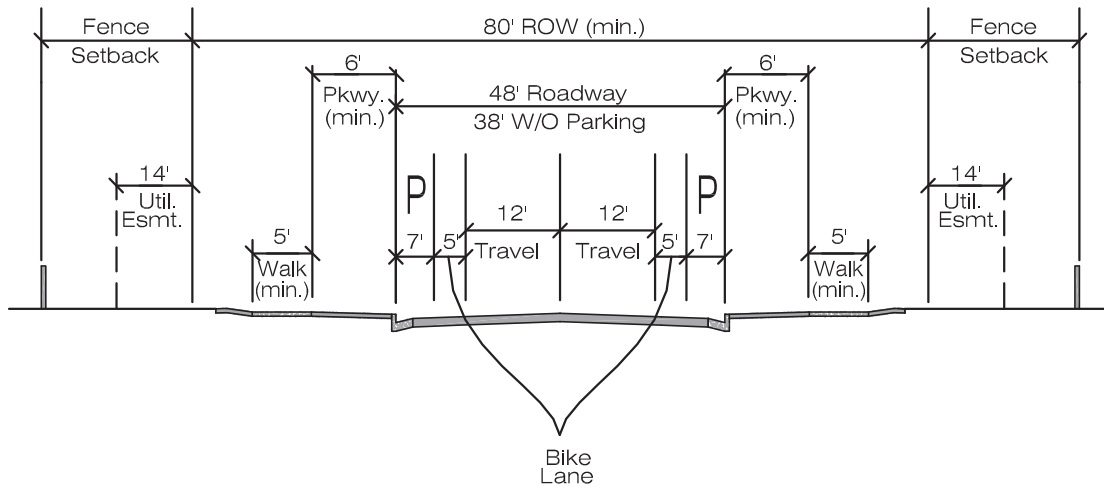
Total Hard Costs: \$ 78,328

Soft Costs: 25% PCT \$ 78,328.31 \$ 19,582

Contingency 10% PCT \$ 78,328.31 \$ 7,833

Total Roadway Costs: \$ 105,743

EXHIBIT F - Page 4 of 7 LOVELAND ONLY



ROADWAY WIDTH: 48' with parking. 38' without parking. 50' without parking but with left turn lane.

RIGHT OF WAY WIDTH: 80' (min.) plus 14' (min.) utility easement each side.

TRAVEL LANES: Two lanes, 12' wide.

BIKE LANES: Two lanes, 5' wide when adjacent to a parking or turn lane, 7' wide when adjacent to the curb.

PARKING: Optional. Two lanes, 7' wide, may be provided EXCEPT within 200' of intersections.

PARKWAY: 6' (min.) width.

SIDEWALK: 5' (min.) width, detached.

Additional width may be required for higher pedestrian traffic in and leading to activity areas.

MEDIAN: None. Additional width would be required for development requested medians.

WHERE USED: These specifications shall apply as required by the Local Entity, when a Collector street is shown on the Master Street Plan or when the traffic volume on the street is anticipated to be in the range of 3,001 to 7,000 vehicles per day.

DESIGN SPEED: 40 MPH

POSTED SPEED: 35 MPH

ACCESS: 1 forward-direction access per lot (if access cannot be provided from a street of lower classification).

CONTINUITY: 2 miles

FENCES: Fences shall be placed outside of the landscaped buffer yard.

PARKWAY LANDSCAPING: Tree Lawn, Median, and Buffer Area landscaping shall be the responsibility of the adjacent property owner or HOA.

CURB AND GUTTER: Vertical.

STRIPING: The centerline and separate bike and parking lanes shall be marked on the pavement in conformance with the requirements of Chapter 14 Traffic Control Devices and CONST. DWG. 1408L.

MAJOR COLLECTOR/COMMERCIAL COLLECTOR STREET

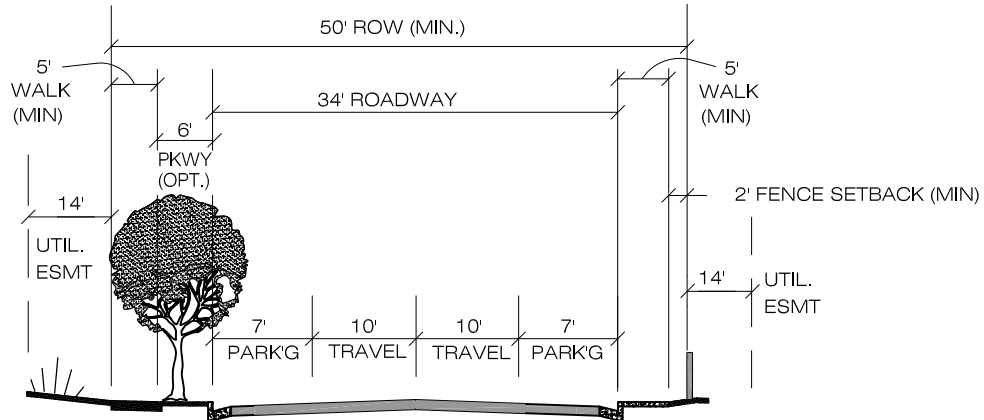
LARIMER COUNTY
URBAN AREA
STREET STANDARDS

DESIGN
FIGURE

REVISION NO: 1
DATE: 04/01/07

FIGURE
7-4L

EXHIBIT F - Page 5 of 7 LOVELAND ONLY



ROADWAY WIDTH: 34' wide (with parking).

RIGHT OF WAY WIDTH: 50' (min.) plus 28' (min.) utility easement.

BIKE LANES: Share street.

PARKING: Two lanes 7' wide shared with bikes.

PARKWAY: Not required. 6' (min.) width where used.

SIDEWALK: 5' (min.) width attached or detached. Additional width may be required within and leading to activity areas.

MEDIAN: None. Additional width required for development requesting medians.

WHERE USED: These specifications shall apply to streets used in residential areas for local access and circulation, when the traffic volume on the street is anticipated to be in the range of 201 to 1,000 vpd.

DESIGN SPEED: 25 MPH

SPEED LIMIT: 25 MPH

ACCESS: No limit.

CONTINUITY: Streets are limited in length to 660 feet.

FENCES: Setback a minimum of 2' from the edge of the sidewalk.

PARKWAY LANDSCAPING: Tree, Lawn, Median, and Buffer Area landscaping shall be the responsibility of the adjacent property owner or HOA.

CURB AND GUTTER: Vertical, rollover, or driveover.

RESIDENTIAL LOCAL STREET

LARIMER COUNTY
URBAN AREA
STREET STANDARDS

DESIGN
FIGURE

REVISION NO:

DATE: 01/24/01

FIGURE

7-7L

EXHIBIT F - Page 6 of 7

High Plains School Hardscape and Landscape Improvements

Prepared by:

Opinion of Probable Construction Costs

9/10/2013



High Plains School Hardscape and Landscape Improvements ITEM	QUANTITY	UNIT	UNIT COST	% BY PARKS	EXTENDED COST
CONSTRUCTION					
Soil Prep	227,036	Sq. Ft.	\$ 0.22	0%	\$ 49,947.92
Concrete Flatwork 5" Depth w/Fiber Mesh	54,466	Sq. Ft.	\$ 6.00	0%	\$ 326,796.00
Drivable Walks/Plaza 6" Depth	3,306	Sq. Ft.	\$ 8.50	0%	\$ 28,101.00
5" Depth Concrete Walks - Colored Concrete w/Fiber Mesh	5,066	Sq. Ft.	\$ 9.50	0%	\$ 48,127.00
HC Ramp	6	Each	\$ 1,250.00	0%	\$ 7,500.00
Concrete Curbs at Playground	1,038	Linear Ft.	\$ 40.00	0%	\$ 41,520.00
Concrete Curbs at Fields	2,048	Linear Ft.	\$ 14.00	50%	\$ 28,672.00
Concrete Mow Strips	5,112	Linear Ft.	\$ 14.00	0%	\$ 71,568.00
Playground Equipment	1	Allowance	\$ 90,000.00	0%	\$ 90,000.00
Basketball Court Equipment	2	Each	\$ 1,500.00	0%	\$ 3,000.00
Tetherball Assembly	6	Each	\$ 450.00	0%	\$ 2,700.00
Play Area Striping	1	Allowance	\$ 3,500.00	0%	\$ 3,500.00
Crusher Fines Pavement	8,606	Sq. Ft.	\$ 2.50	0%	\$ 21,515.00
Playground Surface / Subsurface Improvements - Engineered Wood	16,531	Sq. Ft.	\$ 3.20	0%	\$ 52,899.20
Synthetic Turf, Base and Subsurface Improvements -Soccer Field	87,948	Sq. Ft.	\$ 11.00	100%	\$ 967,428.00
Soccer/Football Goals	4	Each	\$ 1,500.00	50%	\$ 6,000.00
Synthetic Turf, Base and Subsurface Improvements -Softball Field	29,324	Sq. Ft.	\$ 11.00	100%	\$ 322,564.00
Infield Mix	9,084	Sq. Ft.	\$ 2.10	100%	\$ 19,076.40
Bleachers (3 row, 21' length, 42 seat, aluminum)	2	Each	\$ 1,500.00	50%	\$ 3,000.00
Irrigation System - Turf	227,036	Sq. Ft.	\$ 4.00	0%	\$ 908,144.00
Irrigation System - Shrub Beds	27,073	Sq. Ft.	\$ 1.75	0%	\$ 47,377.75
Landscape - Trees w/ Prep	104	Each	\$ 400.00	0%	\$ 41,600.00
Landscape - Shrubs & Ornamental Grasses w/ Prep	1,127	Each	\$ 45.00	0%	\$ 50,715.00
Shrub Bed Mulch w/ Prep	27,073	Each	\$ 1.50	0%	\$ 40,609.50
Sod and Prep	141,851	Sq. Ft.	\$ 0.45	0%	\$ 63,832.95
Native Seed and Prep	85,185	Sq. Ft.	\$ 0.20	0%	\$ 17,037.00
Sandstone Boulder Seating	80	Each	\$ 350.00	0%	\$ 28,000.00
Bike Racks	6	Each	\$ 550.00	0%	\$ 3,300.00
Trash Receptacles	10	Each	\$ 450.00	0%	\$ 4,500.00
Flagpole	1	Allowance	\$ 3,500.00	0%	\$ 3,500.00
Entry Sign	1	Allowance	\$ 15,000.00	0%	\$ 15,000.00
Softball Backstop	1	Each	\$ 20,000.00	100%	\$ 20,000.00
16' (12' and 4' wings) Maint Gate - Black Vinyl	3	Each	\$ 1,200.00	0%	\$ 3,600.00
Perimeter Fence w/ Mow Strip - Black Vinyl	2,276	Linear Ft.	\$ 32.00	0%	\$ 72,832.00
Street Frontage along North Road	515	Linear Ft.			
Street Frontage along South East Road (to intersection at school site)	264	Linear Ft.			
PARKS CONTRIBUTION SUBTOTAL					\$ 1,347,904.40
CONSTRUCTION SUBTOTAL (MINUS PARKS CONTRIBUTION)					\$ 2,066,058.32
10% Construction Contingency					\$ 341,396.27
CONSTRUCTION TOTAL					\$ 3,755,358.99
TOTAL					\$ 3,755,358.99

Notes:

- General conditions / insurance / bonding and mobilization are assumed in unit costs.
- All unit prices include labor, materials and machinery used to properly stock, prepare, install and maintain the work.
- This is an estimate to be used for preliminary budgetary considerations only.
- The Birdsall Group, LLC is not held responsible for any discrepancies of actual quantities, fees or construction costs.
- Estimate does not include civil engineering fees (NorthStar). These include the following exclusions: parking lot, crosswalks, utilities, drainage, curb and gutter, streets, bus loop, service drive, ROW sidewalks.

Connector and Local Street Costing- Park (Adjacent) Roads

Connector Roads (Pristine Lake)

Costs Per Linear Foot

Assumptions:

80' ROW Minor Collector Standard (LCUASS Standard)

Sidewalk Width (West Only)- 6'

Width of Hardscape/Softscape area in Section- 24' (Median plus west side Treelawn)

Width of Hardscape/Softscape area in Section- 24' (Median plus west side Treelawn)

Earthwork, Concrete and Paving

Item	QTY	Unit	Unit Cost	Total
Earthwork (3')	7.4	CY	\$ 2.00	\$ 14.81
Lime Stabilized Sub-grade (18")	5.8	SY	\$ 7.50	\$ 43.33
Aggregate Base Course (8")	5.6	SY	\$ 7.00	\$ 38.89
Asphalt (7")	5.3	SY	\$ 28.00	\$ 149.33
18" Vertical curb and gutter	2.0	LF	\$ 13.00	\$ 26.00
Sidewalk- Both Sides 6'	12.0	SF	\$ 4.00	\$ 48.00
Striping	6.0	LF	\$ 2.00	\$ 12.00
Signs	0.01	EA	\$ 150.00	\$ 1.50
Street lights	0.011	LF	\$ 4,200.00	\$ 48.00
Dry Utilities- includes relocations	0	LF	\$ 210.00	\$ -
Total Earthwork, Concrete and Paving: \$				381.86

Hardscape/Landscape Costs

Item	QTY	Unit	Unit Cost	Total
Softscape:				
Trees (10' ave. evergreen / 2.5" cal Dec.)	0.033	EA	\$575.00	\$ 19.17
Tree Grates (6' x 6' steel)	0.00	EA	\$2,200.00	\$ -
Shrub Bed (included fabric / edger / soil prep.)	9.00	SF	\$4.00	\$ 36.00
Manicured Turf (sod)	21.00	SF	\$0.50	\$ 10.50
Irrigation	30.00	SF	\$1.05	\$ 31.50
Soil Prep. (5 CuYd / 1000 S.F.)	30.00	SF	\$0.20	\$ 6.00
Fine Grading (Berming and Shaping)	30.00	SF	\$0.05	\$ 1.50
Water Rights and Taps	18.00	SF	\$2.64	\$ 47.57
Subtotal Landscaping Per Linear Foot: \$				152.24
Total Hardscape and Softscape: \$				152.24

Total Collector Roadway Costs Per LF: \$ 534.10

Overall Pristine Lake Costs

Item	QTY	Unit	Unit Price	Item Total
Total Roadway Costs (Above)	550	LF	\$ 534.10	\$ 293,754
Traffic Control	4%	PCT	\$ 293,753.83	\$ 11,750
Erosion Control	2.5%	PCT	\$ 293,753.83	\$ 7,344
Total Hard Costs:				\$ 312,848
Soft Costs:	25%	PCT	\$ 312,847.83	\$ 78,212
Contingency	10%	PCT	\$ 312,847.83	\$ 31,285
Total Roadway Costs: \$				422,345

EXHIBIT “G”
City of Loveland Maintenance Standards & Practices for Centerra Park
December 18, 2013

Scope of Services:

The “Lakes District” (Contractor) shall provide the following landscape maintenance services at Centerra Park:

- Tree trimming;
- Mowing;
- Fertilizing;
- Aerating;
- Mulching;
- Snow removal;
- Hardscape and infrastructure maintenance
- Irrigation system maintenance and repairs;
- Shrub pruning;
- Weed control;
- Equipment and site inspections;
- Trash pickup/disposal; and
- Other landscape maintenance services as specified.

All work shall be performed in compliance with current ANSI, OSHA, National Arborist Association (NAA), International Society of Arboriculture (ISA), and the Associated Landscape Contractors of Colorado, and all applicable laws, regulations, standards, and specifications.

Contractor Credentials and Legal Compliance:

Contractor shall assign a supervisor or lead worker to oversee daily work under this Agreement having one or more of the following credentials:

- College degree in horticulture or related field;
- Landscape Technician Certification; or
- Master Gardener Certification.

In addition, State of Colorado Qualified Supervisors Pesticide Applicators License with Turf Pest Control (206) and Ornamental Pest Control (207) endorsements are required for any employee assigned to overseeing pest and weed control activities. All spray technicians must be in compliance with State of Colorado training and certification regulations if they are operating under the direction of the qualified pesticide supervisor.

Safety:

Contractor shall ensure that all work performed under this Agreement is done safely. This includes, without limitation:

- Equipping crews with proper safety equipment and instructing them in the correct use of this equipment;
- Following all landscape maintenance safety practices that shall meet or exceed the standards as specified by OSHA and ANSI, as applicable;
- Staying compliant with all state, federal, and local laws and regulations pertaining to public and employee safety;
- Communicating safety procedures and policies on a daily basis with all crew members to ensure strict compliance and clear communication. Contractor shall have a qualified supervisor/lead worker onsite at all times who shall be responsible for directing and coordinating all safety related activities including, but not limited to: safety meetings at the start of each new job task to define roles and responsibilities; proper utilization of personal protective equipment by all persons within the work zone; correct placement of barricades and signs; and proper use of hand signals;
- Providing traffic and pedestrian control within the boundaries of all job sites that are not regulated by a governmental traffic authority to ensure public safety and protection of personal property. This requirement includes protecting those persons who are visually impaired or hard of hearing; and,
- Ensuring that traffic control, personal protective equipment, and work signage comply with all state, federal and local laws and regulations when working in any ROW including, without limitation, medians. All costs and associated permits and traffic control shall be at Contractor's sole cost and expense. Non-routine landscape repair work that may require additional traffic control may be a billable item if prior written approval is obtained from a City representative.

Protection of Property:

Contractor shall continuously maintain adequate protection of the owner's property, and adjacent public and private property, from damage, injury, or loss arising in conjunction with the work. Contractor shall be responsible for any damage, injury, or loss resulting from a lack of adequate protection. Areas to be protected shall include, without limitation, turf, sidewalks, driveways/parking lots, trees, buildings, vehicles, shrubs, flowers, irrigation systems, sculptures, trails, light fixtures, power lines, flagpoles, fences, water features, and playgrounds. A minimum of forty-eight hours' notice shall be given for irrigation locates and coordination efforts prior to digging or excavation.

Forestry:**Specifications Pertaining to General Tree Pruning**

- No trees shall be cut in such a manner that its health or eventual safety will be impaired. Exceptions will be made only for cases of emergency relief of immediate danger to persons or property.
- A drop-crotch cut removes the terminal portion of a stem or branch. This type of cut is used to maintain height, correct storm damage, and suppress competing limbs and to reduce the perimeter of the crown. The cut is made back to a living side of a branch that is at least 1/3 (minimum) to 1/2 (optimal) the diameter of the cut branch. Such cuts shall be considered proper only when the remaining limb is vigorous enough to maintain adequate foliage to produce woody growth capable of closing the trimming cut within a reasonable period of time.
- A thinning cut removes a branch back to its parent stem or trunk. The purpose of this cut is to reduce canopy density and eliminate conflicts or competition between limbs. Such cuts shall be considered proper only when the natural bark protection zone is not breached or a stub remains.
- Crown topping, heading, tipping, or rounding-over shall be considered improper pruning methods and will not be allowed.
- All final tree trimming cuts shall be made in such a manner as to favor the earliest possible closing of the wound by natural callous growth. Flush cuts are not allowed and are defined as cuts made inside of the branch collar. All final cuts shall be made just outside of the natural branch collar.
- Tree limbs shall be removed and controlled in such a manner as to cause no damage to other parts of the tree or to plants, turf, hardscapes, irrigation, or other property.
- All cutting blades and saws used to make tree trimming cuts shall be kept adequately sharpened resulting in final cuts with a smooth wood surface and secure bark around the perimeter of the cut.
- Whenever trimming cuts are to be made while removing a limb too large to hold securely in one hand during the cutting operation, the limb shall be cut off first one to two feet beyond the intended final cut. Then the final cut shall be made in a manner as to prevent the tearing back of the bark and wood.

Standards for a Complete Pruning

Complete pruning shall consist of the general removal of dead, dying, diseased, damaged, conflicting, broken, and structurally unsound limbs to improve the overall health, safety, structure, and aesthetics of each tree.

- Properly remove all dead, dying, or weakened limbs of ½ inch or greater diameter.
- Thinning is a component of a complete prune and shall consist of selective pruning to reduce the density of live branches. The results

shall be an even distribution of branches on individual limbs extending to each branch tip, and throughout the crown. Branch tips, down to ½ inch diameter, shall be included in the thinning process to reduce the chances of excess loading.

- Remove all broken branches or any loose branches lodged in the tree.
- Remove any living branches that interfere with the tree's structural strength and healthful development, which will include the following:
 - ✓ Limbs that rub and abrade a more significant limb.
 - ✓ Limbs of weak structure which are not important to the framework of the tree.
 - ✓ Limbs forming multiple or co-dominant leaders, particularly those that have junctures with included bark. Select the best leader and suppress or remove those limbs that compete with that leader.
 - ✓ Limbs which, if allowed to grow, would wedge in the junction of more important branches.
 - ✓ Limbs with twigs and foliage that obstruct the development of a more desirable branch.
 - ✓ Lower limbs which obstruct the passage of mowers and pedestrians on walkways and turf areas and vehicles along roadways or in parking lots.
 - ✓ Smaller limbs and twigs near the end of supporting branches which contribute to too much weight or wind resistance at the branch end.
 - ✓ Remove all undesirable suckers and water sprouts in the bottom 1/3 of the crown.
 - ✓ Selective removal of stubs or broken limbs back to developing leaders and suppression or removal of limbs that compete with the developing leader.
 - ✓ Remove or drop-crotch prune limbs that project beyond the symmetrical form of the canopy.

Specifications Pertaining to Removals

- Completely remove trees, leaving the stump as low to the ground as possible.
- Promptly remove limbs, logs, and other debris.

Cuts

Cutting should be done in such a manner as to protect current tree health with all possible regard for future growth and development. The following shall receive particular attention:

- ✓ In pruning, no damage shall be done to the cambium layer. Loosening or stripping of the bark shall be avoided.

- ✓ Cuts shall be made according to current standards as endorsed by the National Arborist Association.
- ✓ Climbing irons shall not be used in any tree unless the removal of the tree is certain.

Site Cleanup

- Brush, limbs, logs, and other debris resulting from tree removals or pruning shall be promptly and completely cleared from all job sites on a daily basis. The work area shall be kept safe at all times until the cleanup operation is completed. Under no condition shall the accumulation of brush, limbs, logs or other debris be allowed to result in a hazardous condition. All woodchips shall be delivered to the City Parks Maintenance Yard or the City Recycle Yard, both of which are located at 200 North Wilson Ave. All other remaining organic debris including logs that may be too large for a brush chipper, shall be delivered to the City Recycling Yard only. All elm wood (of the genus *Ulmus*) shall be the responsibility of the Contractor and shall be hauled immediately to the Larimer County Landfill for proper disposal.
- All ruts or divots in turf areas must be repaired or filled in a safe and satisfactory manner before leaving the job site each day.
- Under no condition shall it be considered proper to leave any severed or partially cut limbs in the upper portion of any tree being removed or pruned when crews are not at the scene of operation.
- Whenever large tree sections are being cut that may endanger the public, crew members, or property, said sections shall be secured by ropes and lowered to the ground in a safe and controlled manner.
- Winch trucks shall not be tied to trees or utility poles or otherwise used for the purpose of securing anchorage or leverage while removing other trees or portions thereof.

Playgrounds:

Maintenance and Inspections

- All playgrounds will have documented monthly inspections per National Park and Recreation Association standards by a certified playground inspector. Weekly maintenance shall include checking for vandalism, reporting worn or broken items, raking mulch/sand, and removing foreign material such as leaves, trash and sticks. Equipment shall be kept free of graffiti and cleaned as needed to provide a playable surface.

Snow Removal:

Snow removal will consist of all sidewalks and parking lots within the boundaries of Centerra Park. Snow removal will have priority over routine maintenance activities.

Contractor will conduct snow removal to:

- Reduce the risk of injuries associated with slips and falls on snow and ice covered sidewalks and trails;
- Improve winter pedestrian access to the park; and
- Comply with Loveland Municipal Code Section 12.24.030 regarding snow removal.

Any accumulation on sidewalks must be removed after the storm ends or within 24 hours of last accrual. For light snow (one inch dusting), wait until the next day to see if adequate melting occurred (clear as necessary). During severe storms with six or more inches of snow accumulations - proceed with route, as needed, to keep ahead of excessive accumulations. Snow shall not be pushed from sidewalks into streets unless no other viable option exists. Deicing on areas of walks with sheet ice will be required.

While clearing snow:

- Check for and report (immediately) any damage caused by snow loads and ice (broken limbs, damaged power lines, heavy ice damming on building roofs, etc.); and
- Check for and report (immediately) damage to public property caused by vehicles sliding into fences, trees, signs, etc.

General Landscape and Hardscape Specifications

1. Inspections:

Weekly

2. Turf Maintenance:

Grass height is maintained according to species, variety of grass, and use of turf area. The grass is mowed at least once every five (5) working days in irrigated turf. Dry land mowing is completed no less than once per month during the growing season and not to exceed a height of 6" inches. Aeration, as required, but not less than twice per year at high traffic areas. Turf areas are repaired by sodding or re-seeding as needed. Weeds are controlled so that not more than 3% of the turf area has visible weeds. Fertilization is applied to plant species according to their optimum requirements but not less than 4 lbs/1,000 N per year divided between spring and fall applications. Granular or liquid fertilizer is used as appropriate.

3. Irrigation:

Landscapes are irrigated with automatic systems. Frequency and application rates are determined by plant material requirements, rainfall, temperature, micro-climates, and use of the landscaped areas. Irrigation shall not exceed local evapotranspiration rates and will be turned off during rain events exceeding ¼" inch or if temperatures fall below 40 degrees Fahrenheit. Irrigation systems

shall be activated and inspected no later than April 20th and winterized no later than October 20th of each year as weather permits. All valves, heads, mainlines and laterals shall be kept in good working order and free of leaks per industry standards and City of Loveland specifications.

4. Plant Material Maintenance:

Disease and insect control may include chemical, cultural, mechanical, or integrated. Problems will be prevented or observed at an early stage and corrected immediately. Pruning frequency and method depends on species and variety of trees and shrubs. Pruning is performed annually on shrubs to maintain the correct shape and to remove dead and diseased material. Dead shrubs are removed and replaced in season as discovered. Tree pruning is performed on a regular basis to promote the proper shape and to remove dead and diseased material. Hazard tree considerations are made to remove trees. Dead trees are removed as soon as discovered. Trees are replaced to at least maintain the number in the tree stand.

5. Floral Plantings:

Floral plantings are part of the design. Often multiple plantings are scheduled. Care includes, watering, fertilizing, disease control, debudding and weeding. Beds are kept essentially weed free.

6. Hard Surfaces:

Concrete and asphalt surfaces are swept, cleaned or washed as appropriate so that sand, dirt or leaves do not accumulate. Uneven surfaces greater than one inch are repaired, ground, or replaced within two weeks of notice unless weather conditions do not permit. In this event the hazard shall be clearly identified or barricaded so as to warn the general public and prevent them from injury until such times repairs can be made.

7. Buildings:

Shelter is to be checked and cleaned three times per week (non-reservable shelter). Structure is to be kept clean and free of trash, stains, graffiti, tape and posters.

8. Repairs:

Repairs to all site amenities such as playground equipment, signs, site furnishing, barriers, structures, etc. are implemented immediately upon discovery provided that repair parts and personnel are available to complete the work. Maintenance coatings are applied and maintained to maximize cosmetic appearances as well as protection. Graffiti is removed according to the municipal code within 48 hours.

9. Electrical Systems:

Problems with lighting and other electrical systems are corrected as found. This includes, but is not limited to outlet covers, lens

covers, box covers, lights, and conduits. GFCI outlets shall be tested weekly if applicable.

10. Safety:

Unsafe conditions are corrected immediately. If the unsafe condition cannot be corrected immediately, the unsafe item is removed from service, cordoned off, and/or the public is adequately warned using pictogram signage of the hazard.

11. Litter Control:

Areas are policed and litter is collected three times per week in season and twice weekly during winter months. Receptacles are plentiful enough to hold all refuse generated between servicing without overflow.

Irrigation Component Specifications:

- 1) Controllers: Rain Master Eagle with I-Central card - no substitutes unless authorized by a City representative.
- 2) Thrust Blocks: At all changes of direction in main line piping sized 2" or larger. Use 3,000 psi concrete.
- 3) Pop Up Gear Driven Sprinklers with Check Valve and Stainless Steel Riser (ADS, 36S): Hunter I-40, Hunter I-25 or Hunter 1-20.
- 4) Pop Up Spray Sprinklers: Rainbird 1804.
- 5) Mainline Pipe: Class 200 PVC (3" or larger) rubber gasketed.
- 6) Lateral Pipe: Class 200 PVC.
- 7) Remote Control Assembly: Rainbird 2" PESB Scrubber Valve for raw and domestic water systems.
- 8) Nipples: Schedule 80 Threaded.
- 9) Fittings: Schedule 40 Threaded with 2" PVC Schedule 80 MATCO One Piece
- 10) Ball Valves just before remote controls.
- 11) Quick Couplers: Double swing joint arrangement. Rainbird Model 44NP for raw water systems and Rainbird 44RC for domestic water systems. Use Amatek Valve Box with Lid #181104.
- 12) Wire Splices: Use wire connector with waterproof spears DS-400 Pre-filled dri-splice. Put all splices in Valve Boxes.
- 13) Main Line Fittings (Lines 3" or Larger): Rubber gasketed deep ductile iron

- fittings (Harco Type). All repair fittings will be mechanical joint type.
- 14) Valve Boxes: Allow a minimum of 3 feet between valve boxes and 12 inches from walks and/or walls. Type Amatek 170106.
 - 15) Sleeving: Install beneath all drives, walks, and streets. Class 200 PVC. Install separate sleeving for each material such as control wire and piping.
 - 16) Trenching Depths:
 - a) 36 Inches over 8-inch mainline pipe. (Maximum 48")
 - b) 24 Inches over 4-6 inch mainline pipe. (Maximum 30")
 - c) 18 inches over 3 inches and smaller mainline pipe. (Maximum 24")
 - d) 16 inches over control wire minimum. If buried in the same trench as the Main, wire must be installed 2" off to one side of the Main.
 - e) 12 inches (minimum) over lateral pipe. (Maximum 18")
 - f) All pipe that intersect must have a minimum six (6") inches clearance between the two pipes with the shallower pipe not less than amounts specified in A through E.
 - g) Mainline pipes must have a minimum (12") inches clearance between the irrigation pipe and all other utilities. Local, State and National codes may exceed this requirement.
 - h) Pipes shall not be allowed to be laid parallel in the same trench; a minimum separation of two (2') feet shall be required of all parallel pipes.
 - 17) Main Line Gate Valves (3 inch or larger): Use American Flow Control Resilient Wedge Gate valve with a 2 inch square operating nut.
 - 18) Wire: 14 gauge color coded.
 - 19) Use Rainbird Xerigation products for drip irrigation.
 - 20) Glue: Use 7300 clear cleaner Uni-weld and turf-Tite glue (no substitutes).
 - 21) Swing joints: Use 3-4 Marlex St. Ells (pre-manufactured joints not allowed).
 - 22) Cross tees are not allowed.
 - 23) Valve Boxes: Pentek brand commercial grade irrigation turf boxes with green snap lock lids.

Specifications for Landscape Repair and Replacements:

A. Soil Preparation

1. Prepare all areas to be seeded or sodded by ripping the surface to a minimum depth of four (4") inches. Three weeks prior to ripping, these areas shall be sprayed with a non-selective herbicide to kill all weeds and grasses. This herbicide shall be labeled safe for new plantings after that three-week period.
2. Remove all rubble, stones, and extraneous material of 1 ½ inches in size from the site during rough grading.
3. During fine grading operations, the ground surface must be leveled to a smooth surface free of dirt clods and debris larger than one (1") inch. Any areas compacted as a result of repeated traffic must be ripped again to loosen compaction prior to seeding.
4. The finish grade shall conform to site specifications and ensure proper drainage at all locations. Level all areas so as to be even with the top edge of walks, edging, valve boxes, irrigation heads and other hardscapes set at grade. All areas requiring fill shall use screened topsoil free of stone or other debris. All turf areas shall be a maximum of a one foot drop per four feet unless otherwise specified for mower safety.
5. All trenches or areas of excavation must be settled or compacted prior to the start of any finish grade work. Any settling of said areas would be the sole responsibility of the Contractor for a period of one year.

B. Seeding

1. Seeding operation shall occur only when weather and soil conditions permit and in accordance with locally accepted practices.
2. Seeding shall be restricted to the following schedule:
 - Fall Seeding - August 15th to September 20th
 - Spring Seeding - April 15th to June 15th
3. Deliver seed mixture in containers showing analysis of seed, percentage of pure seed, germination, purity, date of packaging, testing, and net weight.
4. Use seed only specified and approved by the City. No other seeds shall be accepted. All seed shall be furnished by an established dealer or a certified seed grower.
5. Seed shall be fresh, clean, new crop seed, composed of the varieties specified and be of certified quality.
6. Seed shall be drilled with mechanical power drawn drills with depth bands set at ¼ inches and drilled in a cross pattern with intersecting bands at no more than three (3") apart.
7. Apply seed at the rate of 6 pounds per 1,000 square feet.
8. Any areas showing signs of poor germination and growth within three weeks of planting shall be reseeded by the Contractor and thereafter for a period of one year.

C. Mulch for Seeding Operations

1. Wood cellulose fiber mulch shall be mixed with the proportionate quantities of water to form homogenous slurry. The slurry mixture shall be spray applied uniformly over the seeded areas by means of hydraulic mulching.
2. The mulch shall be applied at the rate of 2,000 pounds per acre.
3. The mulch tackifier shall be applied over the mulched areas at the rate of 200 pounds per acre.
4. All work and traffic patterns shall be done as to minimize compaction. Repeated use of the same traffic pattern causing compaction will need to be ripped and final graded again prior to seeding and mulching.

D. Sod

1. Sod shall be nursery grown, 99% Kentucky Blue Grass free from all noxious weeds and 98% free of all other weeds. Other varieties of sod may be substituted to match existing turf types as needed.
2. Sod shall be cut in uniform strips with minimum dimensions of eighteen (18") inches in width and forty-eight (48") in length. Soil thickness of sod cuts shall not be less than $\frac{3}{4}$ inches thick nor more than one inch in thickness unless otherwise specified by the City.
3. Sod shall be delivered healthy, moist, and free of damage or decay. Sod must also be installed in the same condition within twelve hours of delivery.
4. Any sod showing damage, decay, or dryness shall be rejected.
5. No sod shall be cut more than twelve hours prior to delivery.
6. All sod shall be rolled to secure a tight bond to the sub grade and between strips.

E. Fertilizer for Turf Areas

1. After seeding or sodding, a commercial fertilizer having an available nutrient analysis of 20-10-5, 35% SCU shall be applied to the sod at a rate of 4 pounds per 1,000 square feet.
2. Fertilizer shall not be applied when dirt/sod is damp or wet.
3. Fertilizer shall be spread with a mechanical spreader to ensure a uniform rate of application.
4. Thoroughly soak work area after fertilizing.

Planting specifications for Shrubs and Woody Ornamentals:

The goal of these specifications is to clarify the expectations for nursery stock quality and planting procedures for use on City of Loveland projects.

A. Plant Material

All nursery stock for use on City of Loveland projects should meet the requirements of the Colorado Nursery Act, or the American Association of Nurseryman's Standards for Nursery Stock, whichever is more stringent. All plant stock shall be individually tagged as to the name and size in accordance with standard practice. A City Horticulturist representative shall approve all stock before it is installed, and, in addition to meeting the requirements of the guidelines mentioned above, shall also satisfy the discretion of the City's representative. The inspector shall be afforded a minimum of 48 hours' notice to inspect plant material. Any plant material planted without an inspection is subject to immediate removal/replacement at the discretion of the inspector and at the expense of the contractor. The Owner or Owners' Representative shall have the right to conduct inspections at any time during the project.

Plant material held for 24 hours or more before planting shall be protected by mulch over the root balls, with water provided to keep the root balls moist.

Grounds for rejection of plant material may include, but are not restricted to, the following conditions:

- ✓ Obvious disease infection or insect infestation;
- ✓ Broken, cracked root balls;
- ✓ Dry or instable root balls;
- ✓ Material with evidence of girdling or circling roots;
- ✓ Lack of roots in the upper 6 inches of the root ball, or, soil mounded over 6 inches of the trunk;
- ✓ Damage to the plant material including scarring, past canker damage, girdling or indentation in bark caused by twine used to secure the basket, past borer damage, graft incompatibility;
- ✓ Wilting of the leaves beyond recovery;
- ✓ Poor structure, not correctible by pruning within 2 years;
- ✓ Branches at narrow angles to the main stem, or included bark in the branch-trunk connections; and,

- ✓ Unspecified i.e., incorrect, species or cultivar.

B. Planting site

- ✓ Planting of trees and shrubs shall be a separate operation from irrigation installation and turf establishment, and shall occur subsequent to these segments of the project;
- ✓ The soil shall be ripped to a minimum depth of twelve inches throughout those areas planted to trees and shrubs;
- ✓ All clods, debris, rocks and other items 2 inches or more in diameter shall be removed from the job site;
- ✓ All soil contaminated by spilled petrochemicals or other materials, or concrete truck washing shall be removed from the jobsite per applicable Federal, State, and local laws and regulations; and,
- ✓ Vehicles shall not be driven or parked on those areas to receive trees and shrubs - if, trucks are needed to deliver plant material to a location close to the planting sites, such activity will take place when soil moisture is low enough that compaction/rutting will not occur.

B. Planting Site (continued)

- ✓ It is the responsibility of the contractor to assure that all utilities, including those that are the property of the owner, are located and marked, and that such marking shall be kept highly visible.

C. Installation of Plant Material

1. Plant material to be stored on site more than 24 hours must have balls/containers covered completely with mulch and watered daily.
2. Planting wells for shrubs shall be excavated a minimum of twenty-four (24") inches wider than the ball and three (3") shallower than the ball height. Plant material shall be placed at the center of the well. The finished saucer shall follow the outer line of excavation and extend six (6") inches high and eight (8") inches wide. All wire, burlap, containers or other foreign materials must be fully removed prior to backfilling the well.
3. All branches broken during any phase of the process shall be properly pruned to a lateral bud or a secondary branch not less than 1/3 the

diameter of the damaged branch. A final inspection by a City official shall be done after final plantings to ensure quality. Plant material damaged shall be replaced at the discretion of the City at the Contractor's expense.

4. Backfill material for all plantings shall be clean soil salvaged from the excavation of the well and free of debris or stone and dirt clumps larger than 1 ½ inches in diameter.
5. Excavation material not suitable for backfilling shall be replaced with approved topsoil from the project site.
6. Before placing the plant into the well, compact the backfill until the planting well is at the proper depth so that the top of the ball is three (3") inches above finished grade.
7. Watering shall be done immediately after each planting and additional backfill added as needed. All plant material shall be kept well watered by the Contractor until the completion of the job and final acceptance of the project as a whole. There shall be a one-year full-warranty from that date for the removal and replacement of any dead, diseased, or decayed plant material.
8. All plant material shall be mulched as specified by the City of Loveland and shall be installed to a depth of four (4") inches within the prepared bed/saucer. No mulch shall come any closer than two (2") inches of contact with any trunk or major stem.
9. All plant material shall be as specified by the City of Loveland and the Contractor shall provide to the Owner, a list of any substitutions for approval prior to planting.
10. No shrub beds or trees shall be planted closer than 20' from any other tree, shrub, or hardscape to allow mower clearance unless otherwise specified. No plant material shall obstruct any irrigation head or pattern affecting full coverage of area intended for watering.

D. Project Clean-Up

1. The Contractor will be required to dispose of all packing materials, excess burlap, rocks or other debris from all surface areas at the Contractor's expense to an off-site disposal facility.

Tree Planting Specifications:

Plant Material

All nursery stock for use on city of Loveland projects should meet the requirements of the Colorado Nursery Act, or the American Association of Nurseryman's Standards for Nursery Stock, whichever is more stringent. A City Forestry representative shall approve all stock before it is installed, and, in addition to meeting the requirements of the guidelines mentioned above, shall also satisfy the discretion of the City's representative. The inspector shall be afforded a minimum of 48 hours' notice to inspect plant material. Any plant material planted without an inspection is subject to immediate removal/replacement at the discretion of the inspector and at the expense of the contractor. The Owner or his Representative shall have the right to conduct inspections at any time during the project.

Plant material held for 24 hours or more before planting shall be protected by mulch over the root balls, with water provided to keep the root balls moist.

Grounds for rejection of plant material may include, but are not restricted to, the following conditions:

- ✓ Obvious disease infection or insect infestation;
- ✓ Broken, cracked root balls;
- ✓ Dry or instable root balls;
- ✓ Material with evidence of girdling or circling roots;
- ✓ Lack of roots in the upper 6 inches of the root ball or soil mounded over 6 inches of the trunk;
- ✓ Damage to the trunk, including scarring, past canker damage, girdling or indentation in bark caused by twine used to secure the basket, past borer damage, and graft incompatibility;
- ✓ Dead or broken branches in the canopy exceeding 15% of the crown;
- ✓ Co-dominant branches in the lower two-thirds of the tree;
- ✓ Lack of a single leader in trees or shrubs not generally considered as possessing a multi-stem growth habit;
- ✓ Wilting of the leaves beyond recovery;
- ✓ Poor structure, not correctible by pruning within 2 years;
- ✓ Branches at narrow angles to the main stem, or included bark in the branch-trunk connections; and,
- ✓ Unspecified i.e., incorrect, species or cultivar.

Planting Site

Planting of trees and shrubs shall be a separate operation from irrigation installation and turf establishment, and shall occur subsequent to these segments of the project.

- ✓ The soil shall be ripped to a minimum depth of twelve inches throughout those areas planted to trees and shrubs;
- ✓ All clods, debris, rocks and other items 2 inches or more in diameter shall be removed from the job site;
- ✓ All soil contaminated by spilled petrochemicals or other materials, or concrete truck washing shall be removed from the jobsite per applicable Federal, State, and local laws and regulations;
- ✓ Vehicles shall not be driven or parked on those areas to receive trees and shrubs - if trucks are needed to deliver plant material to a location close to the planting sites, such activity will take place when soil moisture is low enough that compaction/rutting will not occur; and,
- ✓ It is the responsibility of the contractor to assure that all utilities, including those that are the property of the owner, are located and marked and that such marking shall be kept highly visible.

Planting procedure

- ✓ Trees and shrubs shall be planted according to the site landscape plan per the contract agreement and subject to written change orders approved by both the contractor and the City's representative;
- ✓ Planting hole shall be dug to a minimum width twice the diameter of the root ball at its widest point, but not less than 4.0 feet wide;
- ✓ The planting hole shall be dug to a depth four inches shallower than the depth of the root ball so that the tree sits 4 inches above the surrounding grade; the root ball being defined as that quantity of soil the top of which commences one inch above the point at which the uppermost root joins the stem of the tree or shrub, ending at the bottom of the soil excavated with the plant;
- ✓ The sides of the hole shall be slanted towards the center of the hole, giving the hole a cup or bowl type of shape;
- ✓ Sides of the hole shall be scarified in the event of polishing or glazing of the hole during the excavating process;
- ✓ Upon placement in the hole, all extraneous materials, including twine, plastic, wire, wire basket, burlap, shall be removed from the root ball; nails used to secure burlap may be thrown into the bottom of the planting hole;
- ✓ Before completely backfilling, the tree shall be viewed from two angles, perpendicular to each other, to check for plumb positioning;

- ✓ When planting trees or shrubs grown in containers, the sides of the root ball shall be sliced top-to-bottom in five places equidistant around the circumference of the root ball, to a depth of three inches;
- ✓ Backfill shall be free of clods exceeding 3 inches, foreign materials, and debris;
- ✓ Backfill shall be native to the site, unamended and unfertilized unless a soil analysis demonstrates a deficiency;
- ✓ Backfill shall not be packed or compacted in anyway; rather, it should be allowed to settle by application of water, and additional backfill added as needed;
- ✓ Watering shall take place within 8 hours of planting;
- ✓ Deciduous trees shall be placed and maintained in a plumb position. The contractor is responsible to maintain this condition; staking may be used, if necessary;
- ✓ All coniferous trees shall be staked, using three stakes positioned equidistantly around the tree - one stake shall be placed in the direction of the prevailing wind, with the other stakes positioned accordingly; straps used to secure the tree shall be canvas with grommets, with twine of an appropriate strength and material used to tie the straps to the stakes;
- ✓ A berm constructed of soil, eight inches high shall be constructed around the planting hole; the toe of the slope of such berm shall meet the outside of the planting hole;
- ✓ The saucer created by the above-mentioned berm shall be filled with four inches of bark mulch; the mulch shall be pulled from the trunk of the tree or shrub leaving a space two inches wide around the trunk;
- ✓ All dead, broken, diseased, crossing or rubbing branches shall be pruned at planting.

Aftercare of trees

Until final acceptance by the City of the entire project, the contractor shall be responsible for the after care of the plant material, unless other written arrangements are made.

- Staking shall be done at time of planting, and is described above. The contractor shall periodically straighten and firm stakes, and tighten string or wire guying trees so that such material is tight, but not so taut that there is no movement in the wind;
- Watering should be conducted so that leaves do not lose turgidity. The amount of water applied during the growing season shall equal the evapotranspiration rate plus 20% if turf irrigation has not commenced. Watering operations shall decrease beginning September 1st to allow the plant to gradually enter dormancy. Watering operations shall continue twice monthly from when the tree begins to

drop its leaves until December 1st; from then, if there is no snow cover, trees shall receive supplemental watering once monthly. Air temperatures shall exceed 45 degrees Fahrenheit during supplemental watering operations. Such operations should be completed early enough in the daylight that water will soak into the surrounding soil without freezing around the trunk of the tree.

- Contractor shall maintain the mulch to a depth of 4 inches inside the berm, as well as water-holding integrity of the structure of the berms.
- Contractor shall maintain mulch to a depth of 4" around the trees;
- Contractor shall protect the bark of thin-barked trees with crepe tree wrap; wrapping shall be completed no later than November 15th; such wrap shall be removed no later than April 1st of the following spring.
- Contractor shall warrant the survival and health of plant material for a period not less twelve full calendar months from date of acceptance, or as noted in the contract. Should the owner or his representative notify the contractor that a tree is dead, diseased, or failing, such tree will be replaced within two weeks of such notification with the same type tree. Warranty for that tree will begin on the date of its planting, extending for twelve months. Replacements shall be planted with the same specifications as the rest of the project.

EXHIBIT H

INTERGOVERNMENTAL AGREEMENT CONCERNING JOINT USE OF FACILITIES

THIS AGREEMENT is made this 6th day of March, 2013, between the City of Loveland, a Colorado municipal corporation ("City"), and the Thompson School District R2-J, a Colorado school district ("School District").

BACKGROUND

A. Pursuant to section 29-1-203, C.R.S., governments may cooperate or contract with one another to provide any function, service, or facility lawfully authorized to each of the cooperating or contracting units of government. Any such contract may provide for the joint exercise of the function, service, or facility which is the subject of the contract.

B. The City and the School District both believe that governmental entities exist in order to serve the people and that this can be done most economically and effectively through cooperation between the parties. The parties also believe that coordination between the City and the School District can result in better fiscal and physical management of the respective facilities of the City and the School District.

C. The City and the School District have a history of mutually beneficial reciprocal facility use and recognize that as governmental entities who serve a majority of the same public, it is prudent to work together for mutual gain.

AGREEMENT

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

1.0 PRINCIPLES AND GOALS OF COOPERATION.

- 1.1 The parties agree that their performance under this Agreement will be guided by the following goals and principles:
 - 1.1.1 To find new ways of working together, which may include information sharing, joint planning, sharing special expertise, and other forms of intergovernmental collaboration, that will expand the parties' individual abilities to serve their constituents.
 - 1.1.2 To share their resources in a manner that will enhance their capabilities without compromising their fundamental and statutory responsibilities.
 - 1.1.3 To keep the parties' cooperative relationships as simple, direct, and flexible as possible.

- 1.1.4 To define the parties' mutual obligations and responsibilities clearly and adequately so as to minimize confusion and misunderstandings.
- 1.1.5 To communicate regularly at different levels and strive to resolve differences swiftly and amicably.
- 1.1.6 To commit to use intergovernmental collaboration to better serve the public and to minimize costs for the ultimate benefit of the community.
- 1.1.7 To encourage shared use, cooperative scheduling, and consistency in application for use of the parties' facilities.

1.2 This Agreement shall apply to all sports, athletic, and recreational facilities, auditoriums, classrooms, meeting rooms, parks and areas owned and operated by either party, and determined (to be) "available and appropriate" for the requested use (by the owner of the facility)

2.0 SCHEDULING USE OF FACILITIES.

- 2.1 Each party will be permitted priority use of its own facilities, as follows:
 - 2.1.1 **City Priority** is given to official City or City Council functions, including classes, leagues, events, open recreation uses, and meetings of boards, commissions and City departments.
 - 2.1.2 **School District Priority** is given to official School District or Board of Education functions, including meetings of administrative groups, PTA/PTOs, TEA, and other District groups, athletic and academic events, and other district-sponsored activities.
 - 2.1.3 **Facility Set-up/Tear Down and Storage** will be coordinated between the host facility and the using group. Specific instructions will be made available to the reserving representative in the form of an R2J Task Card for School District Facilities and a City Work Order or Facility Use/Reservation Receipt for City facilities.
- 2.2 To the extent a facility is not being used for a party's priority use, the other party will be given secondary priority scheduling and will be permitted to reserve the facility consistent with the facility calendar and agreed upon scheduling deadlines.
- 2.3 Requests by City for scheduling the School District facilities are to be done on FS Direct and pursuant to scheduling procedures approved by School

District. Requests by School District for scheduling City facilities are to be done on the facility owner's forms and pursuant to scheduling procedures approved by City. Where possible, both entities will strive to streamline the scheduling process by stressing communication through the exchange of procedures and contact lists on an annual or as-needed basis.

- 2.4 Requests for routine and advance use needs for School District and City facilities should be submitted no later than May 1 of each year. Reservation confirmations for sites are to be returned no later than June 15 for the succeeding school year's requests. Facility use requests will be confirmed on a yearly basis where feasible and not less than quarterly for ongoing or new requests.
- 2.5 When the scheduling parameters set forth in the previous paragraph cannot be met, requests will be handled on an "as available" basis. When conflicts of use schedules are encountered, each party will attempt to make reasonable accommodations for the requested use by looking at other facilities or sites within their respective systems and/or adjusting schedules when feasible.
- 2.6 A confirmation will be issued electronically to the requesting party for events reserved and approved by either entity. This confirmation will serve as the means of identification that the facility use was properly approved by City or School District officials and that the individual(s) named as the user(s) is/are present and in charge of the event.
- 2.7 Fees and charges for reservation of a party's facility by the other party are to be waived whenever possible unless prohibited by an ordinance or policy of the City or a policy of the School District.
 - 2.7.1 Maintenance costs incurred by a party that are related to the setup, cleanup, or security associated with the use of a facility by the other party, may be billed at the facility owner's existing rates.
 - 2.7.2 Some facilities owned or operated by both organizations can be designated as "Revenue Generating" and as such are required to recover all or a portion of the cost of operation through rental charges. The City and the School District shall recognize Revenue Generating Facilities on "Attachment A" of this agreement and will update the list and recognize rental rates and fee schedules on an annual basis, while striving to keep rates as affordable as possible. Both entities recognize that each are on different fiscal year calendars and will stress timely communication of changes to the Revenue Generating list and rates.

- 2.7.3 Some facilities may carry additional contractual or statutory requirements and limitations that could impact a use request including, but not limited to, food and beverage sales/service and consumption, vending or product sales, health department regulations, certified staffing, secure access to areas within the Fire, and Police and Courts buildings, etc. Each party will strive to coordinate use requests with requirements in an effort to meet needs where possible.
- 2.8 Adequate, adult leadership and supervision shall be required at all times for activities in which minors are participating or present. Participants and spectators shall be supervised at all times and are to remain in the area of contract rental. Failure to comply may result in current and/or future permits being revoked. This will also include the time before and after the event during which participants and spectators are on City or School District property.
- 2.9 When one party which has reserved a facility becomes aware that it no longer needs to use the facility, it should notify the owner of the facility and cancel the reservation to free up the facility for other users and to avoid any unnecessary set up and opening actions by the owner. In the event where a party fails to cancel an event and the host organization experiences costs associated with the event, those costs will be reimbursed to the host on an "actual cost" basis. Unintentional, last minute cancellations due to weather or other unanticipated causes will be considered on an individual basis.

3.0 REPAIR AND MAINTENANCE.

- 3.1 Funding of maintenance and replacement costs for facilities and equipment are to be provided by the facility owner, unless agreed upon by both parties.
- 3.2 In the event damage beyond normal wear and tear is caused to a party's facility or equipment while the other party is using the facility, and the damage is proximately caused by the actions of any agent or the employee of the using party, the using party shall be responsible for the costs of the repair.
- 3.3 Site managers, principals, and grounds maintenance crews will work cooperatively in determining areas of responsibility and mutually agreeable standards of care and maintenance for any shared facilities, equipment, and grounds. The same "level of maintenance" standards are encouraged for both parties at all facilities.

4.0 SPECIAL IMPROVEMENTS.

- 4.1 Special improvements involving both parties that are needed or recognized at specific facilities may be made by arrangement between the City and the School District. Pursuant to Section 4.3 of this agreement, the costs of such improvements will be shared as a result of a site and project specific agreement or letter of understanding approved by both parties. Economies of scale, cost sharing, cooperative development, and improvement of shared facilities are encouraged whenever feasible.
- 4.2 Recognizing that the City and School District have a mutual interest in the location and development of parks and school sites and that school playgrounds are community resources which complement City parks and facilities, the parties agree to explore opportunities for partnerships and engage in joint planning, financing, and maintenance of, parks and recreation areas adjacent to schools where feasible.
- 4.3 Joint funding of capital projects and other special improvements must be pre-approved by both the Board of Education and the City Council as a part of each organization's short and long term capital and operating plans. Requests for funding and resource support for special improvements and/or additional facilities or programs should be directed through staff members for review by both parties prior to either organization requesting funding partnerships. Once all related information is gathered and shared at the staff level of both organizations, the liaisons can request to have the project or program placed as a staff report on the agenda of the periodic Board of Education/City Council meeting for further discussion and review. The goal of this process will be to eliminate surprise requests for funding and support that are not first evaluated as a part of each organization's internal planning process.
- 4.4 In the event special improvements are needed and agreed upon at a specific facility which is used jointly by the City and School District, a site specific agreement may be generated to outline the scope of the project and each party's responsibilities. Sharing of costs shall be encouraged when feasible with resource availability, economies of scale, and cooperative development, outlined by the agreement or letter of understanding specific to that site and its improvements.

5.0 INSURANCE AND LIABILITY.

- 5.1 Both parties agree to obtain and keep in full force and effect full liability and property damage insurance, or self-insurance with limits of not less than those required by state law. A certificate of insurance will be provided at the request of either party. The parties agree to jointly explore the potential for cooperating in the placement of insurance coverage or in obtaining

endorsements to one or both of their insurance policies to add an additional insured in order to avoid the duplication of coverage and costs.

- 5.2 The parties agree that neither assumes any responsibility for providing supervision for participants, employees or volunteers of any activities under the control of, sponsored by, or conducted by the other party when using any of its facilities. During the period that any portion of a party's facility is being used by the other party in a sponsored activity or program, the using entity in each instance shall be responsible for all necessary supervisory or instructional personnel required for such programs.
- 5.3 The covenants and agreements contained in this Agreement are for the benefit of the School District and the City only, and do not create any obligations or duties to persons not parties hereto.
- 5.4 Each party agrees to notify the other of any defects or potential defects, dangerous conditions or potential dangerous conditions, claims or potential claims from damage or injury that come to its attention in connection with its usage.
- 5.5 The parties hereto understand and agree that the parties are relying on, and do not waive or intend to waive by any provision of this agreement, the monetary limitation (presently \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, defenses, and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to the parties, their officers, agents, volunteers, or their employees.

6.0 DISPUTE RESOLUTION PROCESS.

- 6.1 In the event that the City and the School District are unable to agree upon the rights and obligations of the parties with respect to this Agreement, the matter in dispute shall be reviewed in accordance with the following Dispute Resolution Process:
- 6.1.1 The party identifying the dispute shall give notice of intent to discuss the disputed issue at a meeting to be mutually scheduled within seven (7) days and held within thirty (30) days following the notice. The notice shall contain the proposed date, time, and location of said meeting; sufficient detail to clearly and identify the problems giving rise to the dispute; and those persons whose presence at the meeting would be helpful to achieving a resolution. Both parties shall make a good faith effort to attend the meeting with the appropriate persons within the thirty (30) day time period. The City and the

School District shall strive to discuss and review disputes and allow the dispute process the opportunity to reach a resolution without comment/pressure from actual user groups or outside individuals.

- 6.1.2 After consulting with and obtaining input from the appropriate individuals so as to facilitate a complete discussion and proposed solution of the problem, the building principal and the City official responsible for the event shall attempt to negotiate a resolution of the differences between the parties. [If the representatives for the City and School District reach an impasse concerning the dispute, the Director of Parks and Recreation for the City and the Assistant Superintendent of Operational Services for the School District shall meet to facilitate a resolution.]
- 6.1.3 If the designated City Official and the Assistant Superintendent of Operational Services are unable to resolve the dispute, the City Manager and Superintendent of Schools shall meet to attempt to bring the issue to a resolution. If they are unable to do so, members of the City Council and the Board of Education of the School District designated by their respective board or council shall attempt to resolve the dispute.
- 6.1.4 If the parties reach an accord at any stage, they shall produce their agreement in writing which shall be in the form of an amendment to this Agreement with respect to the subject matter of the notice of dispute. The terms and conditions of such amendment shall not supersede the terms and conditions of this Agreement with respect to any matter other than the subject matter submitted to the Dispute Resolution Process.
- 6.1.5 This dispute resolution process shall be a condition precedent to the institution of a court action to resolve a dispute arising under this agreement.

7.0 TERM AND TERMINATION.

- 7.1 The term of this agreement shall continue for a period of one year from the date hereof and shall be automatically renewed for successive annual periods unless terminated by either party. Either party may terminate this Agreement at any time by providing six months advance written notice of termination to the other party.
- 7.2 The Agreement shall be reviewed and discussed at a joint session of the City Council and the Board of Education at least once every two years.

- 7.3 The Agreement may be modified at any time by a majority vote of the City Council and the Thompson R2J Board of Education.

8.0 MISCELLANEOUS.

- 8.1 Neither party shall extend the faith or credit of the other to any third person or entity.
- 8.2 This Agreement shall be binding upon the parties and their successors in interest.
- 8.3 Any notice required by this Agreement shall be in writing, made by hand-delivery or certified mail, return receipt requested, and addressed to the following:

**Superintendent
Thompson School District R2.J
800 South Taft Ave
Loveland, Colorado 80537**

**City Manager
City of Loveland
500 East Third Street
Loveland, Colorado 80537**

Notice given by hand-delivery shall be effective immediately and notice by mail shall be effective three days after it is deposited in the United States mail depository correctly addressed with sufficient postage for delivery.

- 8.4 The rights and obligations of the parties under this Agreement shall be interpreted and construed in accordance with Colorado law.
- 8.5 The parties represent that the individuals signing this Agreement on their behalf possess full power and authority from their respective governing boards in compliance with Colorado law.
- 8.6 No waiver of any right under this Agreement shall operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision of this Agreement.
- 8.7 No provision of this Agreement shall be assigned by either party without prior written consent of the non-assigning party.
- 8.8 Each Party agrees to perform all other acts and execute and deliver all other documents as may be necessary or appropriate to carry out the intent and purposes of this Agreement.

8.9 Each provision of this Agreement shall be severable. If any provision is held invalid, contrary to, or in conflict with any law or regulation by a tribunal with competent jurisdiction, the remainder of this Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

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Signature Page

CITY OF LOVELAND

By: William D. Cahill
William D. Cahill, City Manager

ATTEST:

Janni M. Weaver
City Clerk Deputy

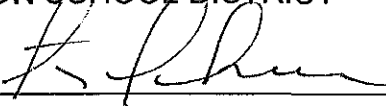
APPROVED AS TO FORM:

Moses J. ...
Assistant City Attorney

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Signature Page

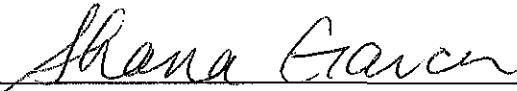
THOMPSON SCHOOL DISTRICT

By: 


Printed Name: Stan Scheer

Title: Superintendent

ATTEST:


Secretary or Executive Assistant

APPROVED AS TO FORM:


Attorney for Thompson School District

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**INTERGOVERNMENTAL AGREEMENT
CONCERNING JOINT USE OF FACILITIES
City of Loveland/Thompson R2J School District**

**Attachment A
Revenue Generating Facilities**

As defined in section 2.7.2 of this agreement, Some facilities owned or operated by both organizations can be designated as "Revenue Generating" and as such are required to recover all or a portion of the cost of operation through rental charges. Charges can vary depending upon reservation times, use requirements, and fee categories for each facility. Both organizations agree to work with each other to limit these charges where fiscally feasible. By agreement this list and accompanying fee schedules will be updated at least once per year as dictated by the budget calendars for both organizations. Following is a listing of facilities that require a level of cost recovery beyond the parameters outlined in the IGA on Joint Use of Facilities.

Thompson R2J Revenue Generating Facilities

Roberta Price Auditorium – Thompson Valley High School
Dick Hewson Aquatics Center – Thompson Valley High School
Auditorium – Loveland high School
Swimming Pool – Loveland High School
Auditorium – Bill Reed Middle School
Auditorium – Harold Ferguson School
Sue Wall Auditorium – Mountain View High School
Mountain View Aquatic Center – Mountain View High School

City of Loveland Revenue Generating Facilities

Hatfield Chilson Recreation Center
Loveland Sports Park Championship Field
Barnes Park Batting Cages
Winona Swimming Pool
Marianna Butte Golf Course
The Olde Course at Loveland
Cattail Creek Golf Course
Rialto Theater Center
Loveland Museum and Gallery