

AGENDA
LOVELAND CITY COUNCIL MEETING
TUESDAY, JANUARY 21, 2014
CITY COUNCIL CHAMBERS
500 EAST THIRD STREET
LOVELAND, COLORADO

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

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

Anyone in the audience will be given time to speak to any item on the Consent Agenda. Please ask for that item to be removed from the Consent Agenda. Items pulled will be heard at the beginning of the Regular Agenda. You will be given an opportunity to speak to the item before the Council acts upon it.

Public hearings remaining on the Consent Agenda are considered to have been opened and closed, with the information furnished in connection with these items considered as the only evidence presented. Adoption of the items remaining on the Consent Agenda is considered as adoption of the staff recommendation for those items.

Anyone making a comment during any portion of tonight's meeting should come forward to a microphone and identify yourself before being recognized by the Mayor. Please do not interrupt other speakers. Side conversations should be moved outside the Council Chambers. Please limit your comments to no more than three minutes.

CONSENT AGENDA

1. **CITY MANAGER** (presenter: Bill Cahill)
BOARDS & COMMISSIONS APPOINTMENTS
 1. **A Motion to Reappoint Liz Lucke and Banner Green to the Library Board, Each for a Full Term Effective Until December 31, 2018.**
 2. **A Motion to Appoint Ellen Lawson as an Alternate Member of the Library Board for a Term Effective Until December 31, 2014.**
 3. **A Motion to Reappoint Katie Davis, Jack Doyel, and Sean Cronin to the Parks and Recreation Commission, Each for a Three-Year Term Effective Until December 31, 2016.**
 4. **A Motion to Appoint Wendi Croft as an Alternate Member of the Parks and Recreation Commission for a One-Year Term effective Until December 31, 2014.**
 5. **A Motion to Reappoint Ed Gassman, Dick Hunsaker, and Swaine Skeen to the Police Citizen Advisory Board, Each for a Three-Year Term Effective Until December 31, 2016.**

6. **A Motion to Appoint Mark Kirkpatrick as an Alternate member of the Police Citizen Advisory Board for a One-Year Term Effective Until December 31, 2014.**

7. **A Motion to Appoint Jennifer Nimmo to the Senior Advisory Board for a Full Term Effective Until December 31, 2016.**

These are administrative actions recommending the appointments and reappointments of members to the Library Board, Parks and Recreation Commission, Police Citizen Advisory Board, and the Senior Advisory Board.

2. **FIRE & RESCUE** (presenter: Randy Mirowski)
SUPPLEMENTAL APPROPRIATION FOR THE FIRE STATION NO. 2 CONSTRUCTION PROJECT

A Motion to Approve and Order Published on Second 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. The first reading of the ordinance was approved unanimously by Council at the January 7, 2014 regular meeting.

3. **PUBLIC WORKS** (presenter: Jason Licon)
PUBLIC HEARING
SUPPLEMENTAL APPROPRIATION FOR THE AIRPORT INTERNSHIP AND AUTHORIZATION TO EXECUTE GRANT AGREEMENT

1. **A Motion to Approve and Order Published on Second 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.**

2. **A Motion to Adopt Resolution #R-6-2014 Authorizing the City Manager to Execute a Grant Agreement With the State of Colorado Division of Aeronautics (CDAG #14-FNL-I01) for Two 12-Month Internship Programs at the Fort Collins-Loveland Municipal Airport**

1. 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. The ordinance was approved unanimously on first reading by Council at the regular meeting on January 7, 2014.

2. This is an administrative action. The Resolution authorizes the City Manager to execute the grant agreement with the State of Colorado.

4. **DEVELOPMENT SERVICES** (presenter: Bob Paulsen)
STREET NAME FOR A PUBLIC RIGHT-OF-WAY

A Motion to Approve Resolution #R-7-2014 Establishing a Street Name for a Public Right-of-Way within The Lakes Place Third Subdivision.

This is an administrative action. The resolution establishes a name for an existing public right-of-way. The owner and developer of Lot 2, Block 1 of the Lakes Place Third Subdivision, and Lots 1-5, Block 1 of Lakes Place Fifth Subdivision, are requesting that the existing public right-of-way adjacent to the east side of these lots be given a street

name so that the lots can be addressed and made ready for sale. The proposed street name, Waterlily Drive, is consistent with the City of Loveland street naming rules (Chapter 12.08 of the Loveland Municipal Code) and has been approved by the Loveland Fire Authority and Public Works Department. Council has statutory authority to name streets within the City of Loveland.

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

5. **ECONOMIC DEVELOPMENT** (presenter: Cindy Mackin)
SUPPLEMENTAL APPROPRIATION FOR SPONSORSHIP OF TWO EVENTS
A Motion to Approve and Order Published on Second 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 on second reading appropriates funds for the City to sponsor two events using \$50,000 of reserves in the Lodging Tax Fund. 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. On January 7, 2014 City Council approved the ordinance on first reading by a vote of 8-1.
6. **FINANCE** (presenter: John Hartman)
DEVELOPMENT OF PRIORITY BASED BUDGETING (PBB) RESULTS
A Motion to Approve a Set of Results for the City of Loveland, With the Aide of the Center for Priority Based Budgeting; to Begin the Priority Based Budgeting Exercise.
 The Center for Priority Based Budgeting will report on the results from the Study Session exercise and work with Council to finalize the Result areas to be used for the Priority Based Budgeting exercise. This action will develop the guiding principles for the PBB exercise that will be part of the decision making for the development of the 2015 Budget.

7. CITY ATTORNEY (presenter: John Duval)
EXECUTIVE SESSION REGARDING CURRENT LITIGATION

ADJOURN



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: 1
MEETING DATE: 1/21/2014
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 reappoint Liz Lucke and Banner Green to the Library Board, each for a full term effective until December 31, 2018.
2. A motion to appoint Ellen Lawson as an alternate member of the Library Board for a term effective until December 31, 2014.
3. A motion to reappoint Katie Davis, Jack Doyel, and Sean Cronin to the Parks and Recreation Commission, each for a three-year term effective until December 31, 2016.
4. A motion to appoint Wendi Croft as an alternate member of the Parks and Recreation Commission for a one-year term effective until December 31, 2014.
5. A motion to reappoint Ed Gassman, Dick Hunsaker, and Swaine Skeen to the Police Citizen Advisory Board, each for a three-year term effective until December 31, 2016.
6. A motion to appoint Mark Kirkpatrick as an alternate member of the Police Citizen Advisory Board for a one-year term effective until December 31, 2014.
7. A motion to appoint Jennifer Nimmo to the Senior Advisory Board for a full term effective until December 31, 2016.

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 Library Board, Parks and Recreation Commission, Police Citizen Advisory Board, and the Senior Advisory Board.

BUDGET IMPACT:

- Positive
 Negative
 Neutral or negligible

BACKGROUND:

Two members were appointed to the **Library Board** and will have served less than 50% of a full, five-year Library Board term on December 31, 2013. Liz Lucke was appointed August 7, 2012. Banner Green was appointed May 21, 2013. 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."

Both Ms. Lucke and Ms. Green provided notification that they each wish to be reappointed to the Library Board. Both are recommended for reappointment to the Library Board, each for a five year term effective until December 31, 2018. The Fall Recruiting cycle brought in only an application from Ellen Lawson to be considered for reappointment as an Alternate member. Ms. Lawson is recommended for appointment as an Alternate member on the Library Board for a term effective until December 31, 2014.

During the fall recruiting cycle, four individuals applied for three vacancies on the **Parks and Recreation Commission**. All applicants were interviewed and the committee recommends the reappointment of Katie Davis, Jack Doyel, and Sean Cronin to the commission, each for a term effective until December 31, 2016. Wendi Croft is recommended for appointment as an Alternate member on the Parks and Recreation Commission for a one-year term effective until December 31, 2014.

The **Police Citizen Advisory Board** ("PCAB") had three regular member terms and one Alternate member term expire December 31, 2013. The four incumbents were the only applications received during the Fall recruiting cycle. Ed Gassman, Dick Hunsaker, and Swaine Skeen are all recommended for reappointment to PCAB, each for a three year term effective until December 31, 2016. Mark Kirkpatrick is recommended for appointment as an Alternate member on PCAB for a term effective until December 31, 2014.

The **Senior Advisory Board** ("SAB") had three term vacancies during the Fall Recruiting cycle. One application was received. An interview was conducted in late December and the committee recommends the appointment of Jennifer Nimmo to SAB for a term effective until December 31, 2016. Recruiting continues for the remaining vacancies.

REVIEWED BY CITY MANAGER: 

LIST OF ATTACHMENTS:

None



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: 2
MEETING DATE: 1/21/2014
TO: City Council
FROM: Randy Mirowski, Fire & Rescue Department
PRESENTER: Randy Mirowski, Fire & Rescue Chief

TITLE:

An Ordinance on Second 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:

Approve the ordinance on second reading.

OPTIONS:

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

SUMMARY:

This is an administrative action. The ordinance reappropriates the remaining balance of the 2013 appropriation for the project and adds funding for the addition of the fourth bay to the project. The ordinance was approved unanimously on first reading by Council at the regular meeting on January 7, 2014.

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:

The contract was approved with considerations for the budget appropriation by Council at the regular meeting on December 17, 2014.

REVIEWED BY CITY MANAGER:

William D. Cabell

LIST OF ATTACHMENTS:

1. Ordinance

FIRST READING January 7, 2014

SECOND READING January 21, 2014

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).

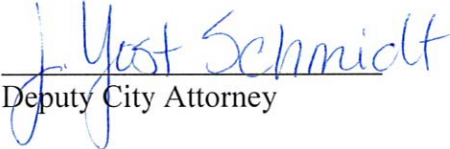
ADOPTED this 21st day of January, 2014.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



Deputy City Attorney



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: 3
MEETING DATE: 1/21/2014
TO: City Council
FROM: Keith Reester, Public Works Department
PRESENTER: Jason Licon, Airport Director

TITLE:

1. An Ordinance on Second Reading Enacting a Supplemental Budget and Appropriation to the 2014 Fort Collins/Loveland Municipal Airport Budget for State Grant Funding of an Internship
2. A Resolution Authorizing the City Manager to Execute a Grant Agreement With the State of Colorado Division of Aeronautics (CDAG #14-FNL-I01) for Two 12-Month Internship Programs at the Fort Collins-Loveland Municipal Airport

RECOMMENDED CITY COUNCIL ACTION:

1. Conduct a public hearing and approve the ordinance on second reading.
2. 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:

1. 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 ordinance was approved unanimously on first reading by Council at the regular meeting on January 7, 2014.
2. This is an administrative action. The Resolution authorizes the City Manager to execute the grant agreement with the State of Colorado.

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 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:

LIST OF ATTACHMENTS:

1. Ordinance
2. Resolution with Exhibit A

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).

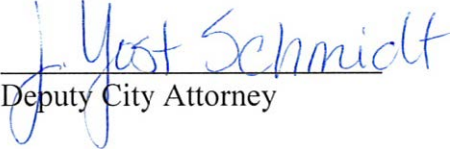
ADOPTED this 21st day of January, 2014.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



Deputy City Attorney

RESOLUTION # R-6-2014**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A GRANT AGREEMENT WITH THE STATE OF COLORADO DIVISION OF
AERONAUTICS (CDAG #14-FNL-I01) FOR TWO 12-MONTH INTERNSHIP
PROGRAMS AT THE FORT COLLINS-LOVELAND MUNICIPAL AIRPORT**

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

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

WHEREAS, any entity operating a public-accessible airport in the state may file an application for and be a recipient of a grant to be used solely for aviation purposes (an “Application”); and

WHEREAS, The Division is authorized to assist such airports as request assistance by means of a Resolution passed by the applicant’s duly-authorized governing body, which understands that all funds shall be used exclusively for aviation purposes and that it will comply with all grant procedures and requirements as defined in the Division’s Grant program Project Management Manual, revised 2009 (“the Manual”); and

WHEREAS, the City of Fort Collins and the City of Loveland (“the Cities”) own and operate in the State the Fort Collins-Loveland Municipal Airport (“the Airport”); and

WHEREAS, the Cities have applied for grant CDAG #14-FNL-I01 (the “Grant Agreement”) from the Division for the purpose of funding one half the cost of two 12-month intern programs at the airport (the “Internship Project”); and

WHEREAS, the Grant Agreement is attached hereto as “**Exhibit A**” and incorporated by reference; and

WHEREAS, the Grant Agreement provides thirty three thousand two hundred eighty dollars (\$33,280.00) representing one half of the cost of the Internship Project, subject to the Cities providing equivalent matching funds.

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

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

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

Section 3. That the Council hereby designates Jason Licon, Airport Director, as the Project Director, as described in the Manual, and authorizes the Project Director to act in all matters relating to the work project proposed in the Application in its behalf, and further authorizes the City Manager to execute the Grant Agreement with such modifications in form or substance as the City Manager, in consultation with the City Attorney’s Office, may deem necessary to effectuate the purposes of this resolution or to protect the interests of the City.

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

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

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

ADOPTED this _____ day of January, 2014.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



Assistant City Attorney

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT WITH THE STATE OF COLORADO DIVISION OF AERONAUTICS (CDAG #14-FNL-101) FOR TWO 12-MONTH INTERNSHIP PROGRAMS AT THE FORT COLLINS-LOVELAND MUNICIPAL AIRPORT

CDOT – Aeronautic Division
 CDAG # 14-FNL-I01
 ROUTING # 14 HAV 47011
 SAP PO # 0291001561
 CMS # 14 HAV 47011

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

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1. PARTIES

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

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

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

3. RECITALS

A. Authority, Appropriation, and Approval

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

B. Consideration

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

C. Purpose

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

D. References

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

4. DEFINITIONS

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

A. Budget

"Budget" means the budget for the Work described in Exhibit A.

B. Evaluation

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

C. Exhibits and other Attachments

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

D. Goods

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

E. Grant

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

F. Grant Funds

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

G. Local Funds

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

H. Manual

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

I. Party or Parties

"Party" means the State or Grantee and "Parties" means both the State and Grantee.

J. Program

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

K. Review

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

L. Services

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

M. Subgrantee

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

N. Work

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

O. Work Product

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

5. TERM

A. Initial Term-Work Commencement

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

6. STATEMENT OF WORK / CONTRACT OBJECTIVE PLAN

A. Brief Project Description:

Element A: Aviation Management Internships

B. Completion

Grantee shall complete the Work and its other obligations as described herein and in Exhibit A and in the plans and specifications for the project as approved by the FAA or Division on or before 06/30/2015.

The State shall not be liable to compensate Grantee for any Work performed prior to the Effective Date or after the termination of this Grant.

C. Goods and Services

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

D. Employees

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

7. PAYMENTS TO GRANTEE

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

A. Maximum Amount

The maximum amount payable under this Grant to Grantee by the State is \$33,280.00 as determined by the State based on available funds.

The maximum amount payable under this Grant to Grantee by the State is 50% of the project cost not to exceed \$33,280.00 for Element A, as determined by the State from available funds in Fund 160, G/L account # 4511000010, & Vendor # 0002000212 & Partner # N/A (if applicable), and Org. # V009T-033. Grantee agrees to provide any additional funds required for the successful completion of the Work. Payments to Grantee are limited to the unpaid obligated balance of the Grant as set forth in **Exhibit A**. The State and Grantee shall participate in providing the Grant amount as follows:

State:	\$33,280.00
Local Funds:	\$33,280.00
Federal:	\$0.00

B. Payment

i. Advance, Interim and Final Payments

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

ii. Interest

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

iii. Available Funds-Contingency-Termination

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

iv. Erroneous Payments

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

v. Retroactive Payments

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

C. Use of Funds

Grant Funds shall be used only for eligible costs identified herein and/or in **Exhibit A**. This shall be used solely for aviation purposes as defined in CRS §43-10-102(3) and this Grant shall not be used for the

subsidization of airlines. Misuse of Grant Funds, including subsidization for airlines, may result in immediate termination of this Grant for cause and forfeiture of any remaining Grant Funds.

D. Local Funds

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

E. Payment Compliance

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

Sponsor requests that all Grant Funds be distributed by the State to the Airport.

8. REPORTING - NOTIFICATION

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

A. Performance, Progress, Personnel, and Funds

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

B. Litigation Reporting

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

C. Noncompliance

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

D. Subgrants

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

9. GRANTEE RECORDS

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

A. Maintenance

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

B. Inspection

Grantee shall permit the State, the federal government and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe Grantee's records related to

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

C. Monitoring

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

D. Final Audit Report

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

10. CONFIDENTIAL INFORMATION-STATE RECORDS

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

A. Confidentiality

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

B. Notification

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

C. Use, Security, and Retention

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

D. Disclosure-Liability

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

11. CONFLICTS OF INTEREST

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

12. REPRESENTATIONS AND WARRANTIES

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

A. Standard and Manner of Performance

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

B. Legal Authority -- Grantee and Grantee's Signatory

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

C. Licenses, Permits, Etc.

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

13. INSURANCE

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

A. Grantee

i. Public Entities

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

ii. Non-Public Entities

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

B. Grantee and Subgrantees

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

i. Worker's Compensation

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

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire.

iii. Automobile Liability

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

iv. Additional Insured

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

v. Primacy of Coverage

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

vi. Cancellation

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

vii. Subrogation Waiver

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

C. Certificates

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

14. BREACH

A. Defined

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

B. Notice and Cure Period

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

15. REMEDIES

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

A. Termination for Cause and/or Breach

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

i. Obligations and Rights

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

ii. Payments

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

iii. Damages and Withholding

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

B. Early Termination in the Public Interest

The State is entering into this Grant for the purpose of carrying out the public policy of the State of Colorado, as determined by its Governor, General Assembly, and/or courts. If this Grant ceases to further the public policy of the State, the State, in its sole discretion, may terminate this Grant in whole or in part.

Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Grant by the State for cause or breach by Grantee, which shall be governed by §15(A) or as otherwise specifically provided for herein.

i. Method and Content

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

ii. Obligations and Rights

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

iii. Payments

If this Grant is terminated by the State pursuant to this §15(B), Grantee shall be paid an amount which bears the same ratio to the total reimbursement under this Grant as the Services satisfactorily performed bear to the total Services covered by this Grant, less payments previously made.

Additionally, if this Grant is less than 60% completed, the State may reimburse Grantee for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Grant) incurred by Grantee which are directly attributable to the uncompleted portion of Grantee's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Grantee hereunder.

C. Remedies Not Involving Termination

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

i. Suspend Performance

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

ii. Withhold Payment

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

iii. Deny Payment

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

iv. Removal

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

v. Intellectual Property

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

16. NOTICES and REPRESENTATIVES

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

A. State:

Todd Green
Division of Aeronautics
5126 Front Range Parkway
Watkins, CO 80137
todd.green@state.co.us

B. Grantee:

Jason Licon
Cities of Fort Collins and Loveland
4900 Earhart Road
Loveland, CO, 80538
jason.licon@cityofloveland.org

17. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

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

18. GOVERNMENTAL IMMUNITY

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

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

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

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

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

Should the final performance Evaluation and Review determine that Grantee demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by CDOT and showing of good cause, may debar Grantee and prohibit Grantee from bidding on future Grants. Grantee may contest the final Evaluation,

Review and Rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of Grantee, by the Executive Director, upon a showing of good cause.

20. GENERAL PROVISIONS

A. Assignment and Subgrants

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

B. Binding Effect

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

C. Captions

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

D. Counterparts

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

E. Entire Understanding

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

F. Indemnification-General

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

G. Jurisdiction and Venue

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

H. Modification

i. By the Parties

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

ii. By Operation of Law

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

I. Order of Precedence

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

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

J. Severability

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

K. Survival of Certain Grant Terms

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

L. Taxes

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

M. Third Party Beneficiaries

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

N. Waiver

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

O. CORA Disclosure

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

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

21. COLORADO SPECIAL PROVISIONS

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

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

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

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

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

C. GOVERNMENTAL IMMUNITY

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

D. INDEPENDENT CONTRACTOR

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

E. COMPLIANCE WITH LAW.

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

F. CHOICE OF LAW.

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

G. BINDING ARBITRATION PROHIBITED.

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

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

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

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

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

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

[Not applicable to intergovernmental agreements]

Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, *et seq.*; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

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

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]

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

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

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

SPs Effective 1/1/09

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

22. SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS GRANT

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

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

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Colorado Department of Transportation

Date: _____

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Application-4194

Grant Name	Application-4194	Owner	Jason Licon
Grant Full Name	14-FNL-J01	Status	Approved
Account	Ft. Collins-Loveland Municipal Airport	Contract Execution Date	
Airport Identifier	FNL	Contract Expiration Date	6/30/2015
Manual Year	2,014	Sponsor	Cities of Ft. Collins/Loveland
Year	2014	Sponsor SAP Vendor #	2000212
Project Director	Jason Licon	Partner #	
Project Director Email	jason.licon@cityofloveland.org	GL	4511000010
Project Director Phone	(970) 962-2852	Step 1 Complete	<input checked="" type="checkbox"/>
Project Definition	Please see attached syllabus.		
Account Information			
Account Mailing Street	4900 Earhart Rd.	Account Formula	Ft. Collins-Loveland Municipal Airport
Account Mailing City	Loveland	Record Type	Default
Account Mailing State	CO		
Account Mailing Zip Code	80538		
Grant Financials			
State Funding	\$33,280.00	State Amount Remaining	\$33,280.00
Local Funding	\$33,280.00	Local Amount Remaining	\$33,280.00
Local/Other Funding	\$0.00	Federal Amount Remaining	\$0.00
Federal Funds	\$0.00	Local/Other Amount Remaining	\$0.00
Project Funding Summary	\$66,560.00	Total Remaining	\$66,560.00
SAP PO Number	291001561	Amended?	<input type="checkbox"/>
Allow Supplemental	<input type="checkbox"/>	Notes	

Grant Application

Punch List

Application is Complete

Proposed Schedule?

Cost Estimates?

Diagrams N/A

Recommended Action

Additional Information

Grant Number 14-FNL-101

PO 291001561

Contract 14HAV47011

Cost Center V009T-033

On Site Project Director

CMS Number 47011

Grant Summary

Identify the existing problem Please see attached syllabus.

Project Summary Application for funding two 12 month intern programs at the Fort Collins - Loveland Airport.

Created By Jason Licon, 8/15/2013 2:39 PM

Last Modified By Todd Green, 12/3/2013 4:04 PM

Grant Elements

Aviation Management Internships

Status Submitted

Element Description Twelve month internships, 40 hour work week

State \$33,280.00

Local \$33,280.00

Local (In-Kind)

Federal/Other \$0.00

Total \$66,560.00

Remaining State Balance \$33,280.00

Project in CIP

Approval History

9/12/2013 11:08 AM

Status Approved

Assigned To Ready for Board Review

Actual Approver Todd Green

Comments

9/12/2013 11:08 AM

Status Submitted

Assigned To Todd Green

Actual Approver Todd Green

Comments Submitted for approval. Please approve.

9/12/2013 11:08 AM

Status **Approved**

Assigned To **Ready For Review**

Actual Approver **Todd Green**

Comments

8/15/2013 2:46 PM

Status **Submitted**

Assigned To **Jason Licon**

Actual Approver **Jason Licon**

Comments **Submitting grant request for approval.**

Notes & Attachments

Fort Collins-Loveland Airport Internship Syllabus changes 11-1-11.doc

Type **Attachment**

Last Modified **Jason Licon**

Description

[View file](#)

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24. EXHIBIT B**RESOLUTION****WHEREAS:**

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

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

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

NOW, THEREFORE, BE IT RESOLVED THAT:

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

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

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

FURTHER BE IT RESOLVED:

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

FURTHER:

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

FINALLY:

CDOT -- Aeronautic Division
CDAG#: 14-FNL-I01

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

for The Grantee

ATTEST



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

AGENDA ITEM: 4
MEETING DATE: 1/21/2014
TO: City Council
FROM: Greg George, Development Services
PRESENTER: Bob Paulsen, Planning Manager

TITLE:

A Resolution Establishing a Street Name for a Public Right-of-Way within The Lakes Place Third Subdivision

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. The resolution establishes a name for an existing public right-of-way. The owner and developer of Lot 2, Block 1 of the Lakes Place Third Subdivision, and Lots 1-5, Block 1 of Lakes Place Fifth Subdivision, are requesting that the existing public right-of-way adjacent to the east side of these lots be given a street name so that the lots can be addressed and made ready for sale. The proposed street name, Waterlily Drive, is consistent with the City of Loveland street naming rules (Chapter 12.08 of the Loveland Municipal Code) and has been approved by the Loveland Fire Authority and Public Works Department. Council has statutory authority to name streets within the City of Loveland.

BUDGET IMPACT:

- Positive
 Negative
 Neutral or negligible

BACKGROUND:

There are six residential lots zoned R-1, located along the east side of Boise Avenue to the north of Park Drive, that are owned by developers Leroy Gabriel and Larry Heckel. The developers are finalizing construction of a single-family home on the southernmost lot (Lot 2, Block 1 of Lakes Place Third Subdivision). Lots 1-5, Block 1 of the Lakes Place Subdivision are currently vacant but are planned for development in the near future. Each of the six lots has a Boise Avenue address: 2650, 2662, 2674, 2688, 2698, and 2710. The homes built on these lots will front Boise Avenue, but there is no parking allowed along this section of Boise Avenue. The lots must be accessed from the 28-foot wide public right-of-way that is located along the rear of the lots. Therefore, the Boise addresses result in confusion as to the actual location of and access to these properties.

The developers are requesting that the existing right-of-way to the rear of these six lots be given a street name (Waterlily Drive) so the lots can be re-addressed to reflect their location on this proposed street. No other lots would be addressed from Waterlily Drive. The naming of this currently unnamed segment of right-of-way requires approval of a resolution by the City Council.

The Current Planning office has coordinated the naming of this segment of right-of-way. Waterlily Drive is a name consistent with the City's street naming conventions, and the request is supported by the Fire and Rescue Authority and the City Engineer. If the right-of-way is named as requested, the lots will be re-addressed administratively to reflect this change.

REVIEWED BY CITY MANAGER:

LIST OF ATTACHMENTS:

1. Resolution
2. Lakes Place Third Subdivision (with right-of-way highlighted)
3. Lakes Place Fifth Subdivision (with right-of-way highlighted)
4. Vicinity map (with affected lots and right-of-way indicated)

RESOLUTION #R-7-2014

**A RESOLUTION ESTABLISHING A STREET NAME FOR AN UNNAMED
PUBLIC RIGHT OF WAY WITHIN LAKES PLACE THIRD SUBDIVISION,
CITY OF LOVELAND, LARIMER COUNTY, COLORADO**

WHEREAS, Lakes Place Third Subdivision, a Subdivision of a Portion of Seven Lakes North Addition to the City of Loveland, County of Larimer, State of Colorado, dedicated an unnamed twenty five (25) foot public right of way (the “Right of Way”); and

WHEREAS, Lakes Place Fifth Subdivision, a Subdivision of Lot 3, Block 1 Lakes Place Third Subdivision and Tract B Seven Lakes North Third Addition to the City of Loveland, County of Larimer, State of Colorado dedicated an additional three (3) feet of public right of way adjacent to the Right of Way; and

WHEREAS, Lots 1 through 5, Block 1 of Lakes Place Fifth Subdivision and Lot 2, Block 1 Lakes Place Third Subdivision (collectively, the “Lots”) have not, as of this date, been sold by the owner and developer (“Developer”) and Developer has requested that the Right of Way be named for purposes of addressing the Lots; and

WHEREAS, the City Council has the authority to name streets within its municipal limits pursuant to C.R.S. §31-15-702; and

WHEREAS, the street name “Waterlily Drive” has been approved by the Loveland Fire Rescue Authority and the City Engineer; and

WHEREAS, the City finds that the proposed street name is consistent with the street naming rules of the City of Loveland as set forth in Chapter 12.08 of the Loveland Municipal Code.

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

Section 1. That the Right of Way located within the Lakes Place Third Subdivision, a Subdivision of a Portion of Seven Lakes North Addition to the City of Loveland, County of Larimer, State of Colorado and depicted on **Exhibit A** attached hereto and incorporated by reference, shall hereby be named “Waterlily Drive”.

Section 2. That the City Clerk is directed to record a copy of this Resolution in the real property records of the Larimer County Clerk and Recorder.

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

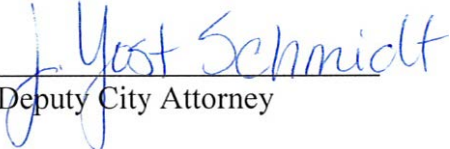
ADOPTED this 21st day of January, 2014.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



Deputy City Attorney

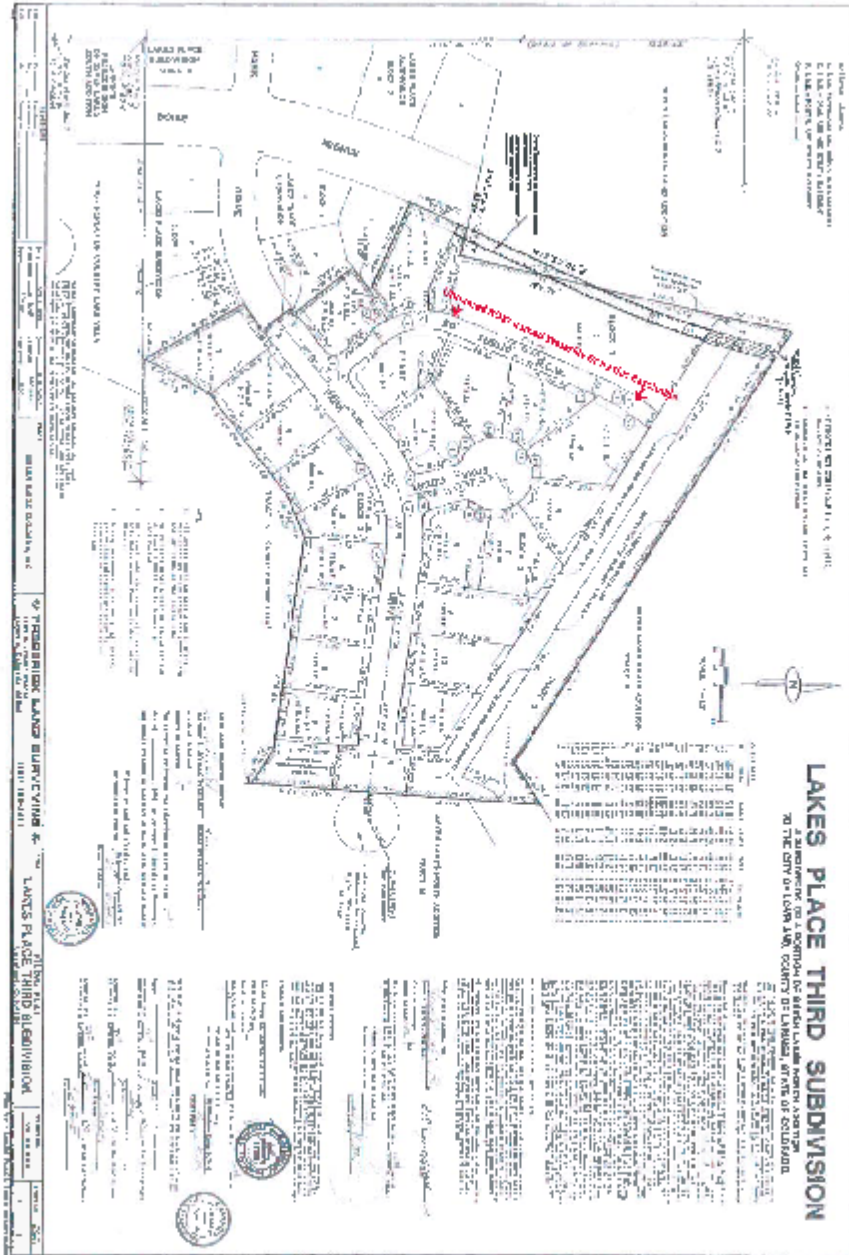
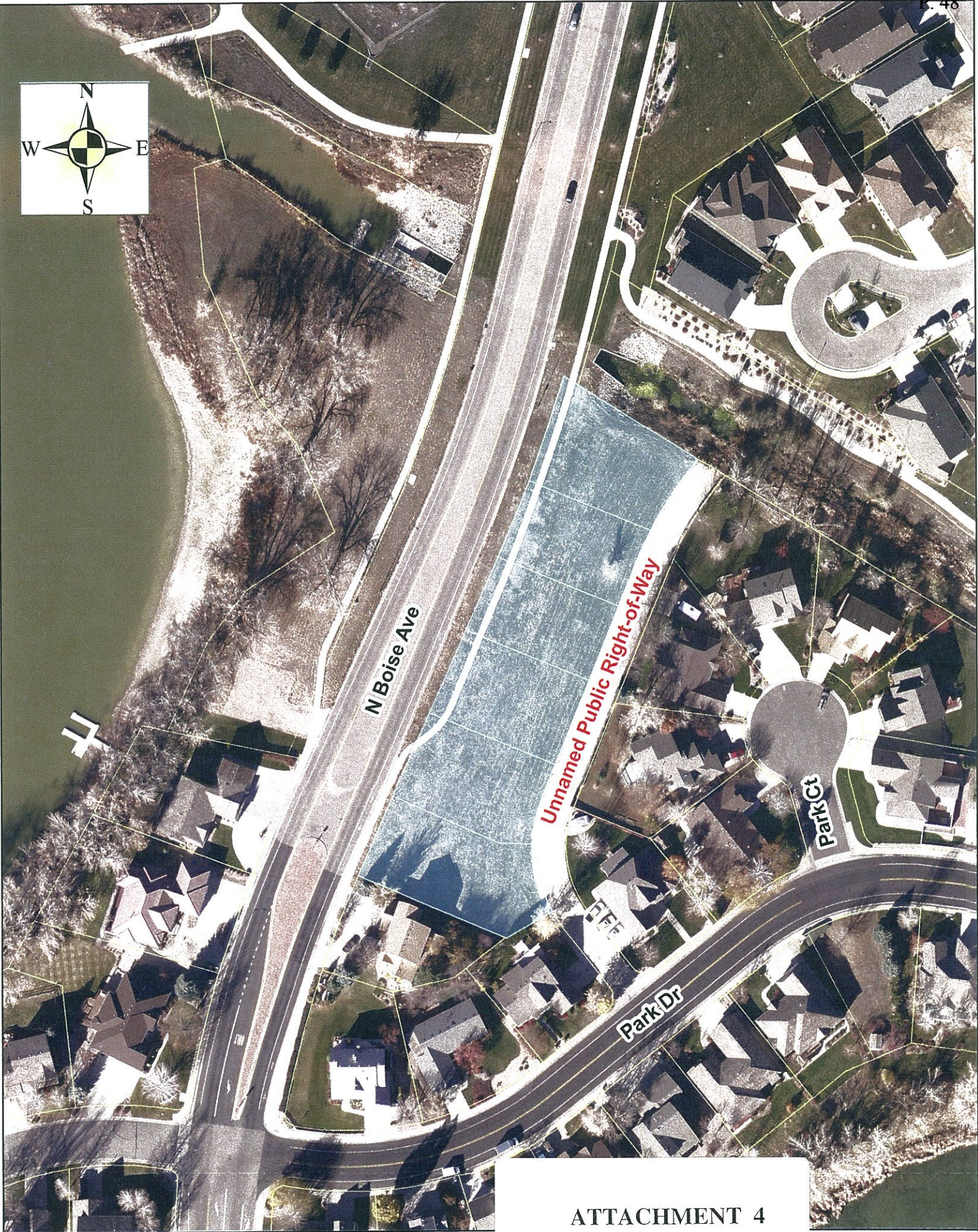


EXHIBIT A



ATTACHMENT 4

Vicinity Map



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: 5
MEETING DATE: 1/21/2014
TO: City Council
FROM: Betsy Hale, Economic Development Department
PRESENTER: Cindy Mackin, Visitor Services Coordinator

TITLE:

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

RECOMMENDED CITY COUNCIL ACTION:

Approve the ordinance on second reading.

OPTIONS:

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

SUMMARY:

This is an administrative action. The ordinance on second reading appropriates funds for the City to sponsor two events using \$50,000 of reserves in the Lodging Tax Fund. On January 7, 2014, City Council approved the ordinance on first reading by a vote of 8-1.

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. The Economic Development Department hired an event coordinator to carry out the snow sculpture event and is working on a partnership with Clear Channel, American Eagle and Grimm Brothers to produce the Oktoberfest event.

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:

William A. Cabell

LIST OF ATTACHMENTS:

1. Ordinance

FIRST READING January 7, 2014

SECOND READING January 21, 2014

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).

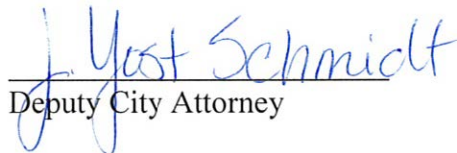
ADOPTED this 21st day of January, 2014.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



Deputy City Attorney


CITY OF LOVELAND

BUDGET OFFICE

 Civic Center • 500 East Third • Loveland, Colorado 80537
 (970) 962-2329 • FAX (970) 962-2901 • TDD (970) 962-2620

AGENDA ITEM: 6
MEETING DATE: 1/21/2014
TO: City Council
FROM: Brent Worthington, Finance Department
PRESENTER: John Hartman, Budget Officer

TITLE:

Development of Priority Based Budgeting (PBB) Results

RECOMMENDED CITY COUNCIL ACTION:

A motion to approve a set of results for the City of Loveland, with the aide of the Center for Priority Based Budgeting, and to begin the Priority Based Budgeting exercise.

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:

The Center for Priority Based Budgeting will report on the results from the Study Session exercise and work with Council to finalize the Result areas to be used for the Priority Based Budgeting exercise.

BUDGET IMPACT:

- Positive
 Negative
 Neutral or negligible

This action will develop the guiding principles for the PBB exercise that will be part of the decision making for the development of the 2015 Budget.

BACKGROUND:

 At the Study Session on January 14, 2014, Council began the process of developing Community Results, which achieve the expectations of the citizens in "service delivery" and Governing Results, which are expected for the internal functions of the organization. This is the foundation for the Result Maps, against which the programs provided by the departments will be

scored. This item is to complete the Results development process and will be facilitated by the Center for Priority Based Budgeting staff.

REVIEWED BY CITY MANAGER:

William D. Cahill

LIST OF ATTACHMENTS:

1. PowerPoint Presentation



PRIORITY BASED BUDGETING: RESULTS IDENTIFICATION

*City of Loveland, Colorado
Jon Johnson, Kathie Novak
& Chris Fabian
January 21, 2014*

"Results Identification Exercise"

City of Loveland, Colorado
Identifying the Results of Loveland City Government
 January, 2014



DIRECTIONS In this exercise, you are being asked to help identify the **RESULTS** that the **CITY of LOVELAND** strives to achieve for its residents, businesses and visitors. These **Results** will then be used as the **City** implements its **PRIORITY BASED BUDGETING** process. The sample **Results** shown below are representative of the types of responses identified by elected officials in other communities and utilized in their **PBB** process. Several of these have been included since they have appeared as part of the **City's** mission and vision statements as well as being included as part of its previous strategic goals. For this exercise, imagine that you have 100 points to allocate in identifying the **City's Results**. Where would you allocate your points? You can distribute these 100 points to any of the **Results** identified from other communities if you feel these reflect what is expected by your community. You may also list any additional **Results** that are not reflected in the offered examples if you feel they describe why the **City of Loveland** "exists" in the eyes of the community. **Results** not assigned points represent a belief that this is **NOT** one of the reasons the **City of Loveland** offers programs and services to the community. Allocate your 100 points using the box to the right of the **Results** column until you have allocated your full allotment of points.

COMMUNITY ORIENTED RESULTS

"When the CITY of LOVELAND offers or provides _____, then it achieves the expectations of the community."

Amount Allocated to each Result

(a) SAFE and SECURE COMMUNITY

Protection, Enforcement & Prevention	Feeling of Personal Safety & Security
Emergency Response & Preparedness	Environmental Safety

ECONOMIC DEVELOPMENT and VITALITY

Business Attraction, Recruitment & Retention	Economic Vibrancy, Prosperity, Sustainability & Growth
Tourism	Local Commerce & Employment

MAINTAINED, RELIABLE INFRASTRUCTURE

Transportation (Streets, Sidewalks, Bridges, etc.)	Public Facilities & Public Spaces
Utilities (Water, Wastewater, Storm Drainage, etc.)	Communications & Technology

“Community Oriented Results”

City of Loveland, Colorado
Results Validation Exercise

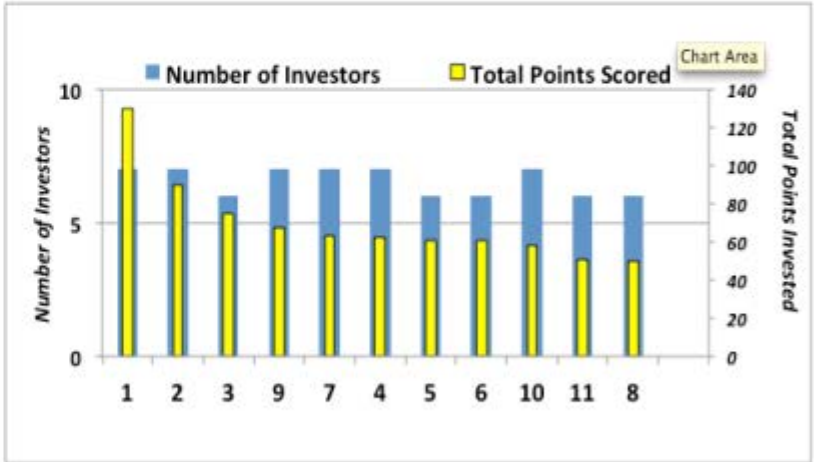
January 16, 2014



Results Identification Exercise

City of Loveland, Colorado: Results of Government

	Number of Investors	Percentage of Investors	Total Points Scored
1.) (a) SAFE and SECURE COMMUNITY	7	100%	130
2.) ECONOMIC DEVELOPMENT and VITALITY	7	100%	90
3.) MAINTAINED, RELIABLE INFRASTRUCTURE	6	86%	75
4.) EFFECTIVE TRANSPORTATION and MOBILITY OPTIONS	7	100%	62
5.) MANAGED, WELL-PLANNED GROWTH and DEVELOPMENT	6	86%	61
6.) ACCESS to the ARTS, CULTURE and LIFE-LONG LEARNING	6	86%	61
7.) RECREATIONAL and LEISURE OPPORTUNITIES	7	100%	63
8.) ENVIRONMENTAL SUSTAINABILITY	6	86%	50
9.) (a) CLEAN and ATTRACTIVE COMMUNITY	7	100%	67
10.) (for the) HEALTH and WELL-BEING of its CITIZENS	7	100%	58
11.) (a) LIVABLE COMMUNITY with QUALITY NEIGHBORHOODS	6	86%	51
12.) New Result	0	0%	0
TOTALS	7		768



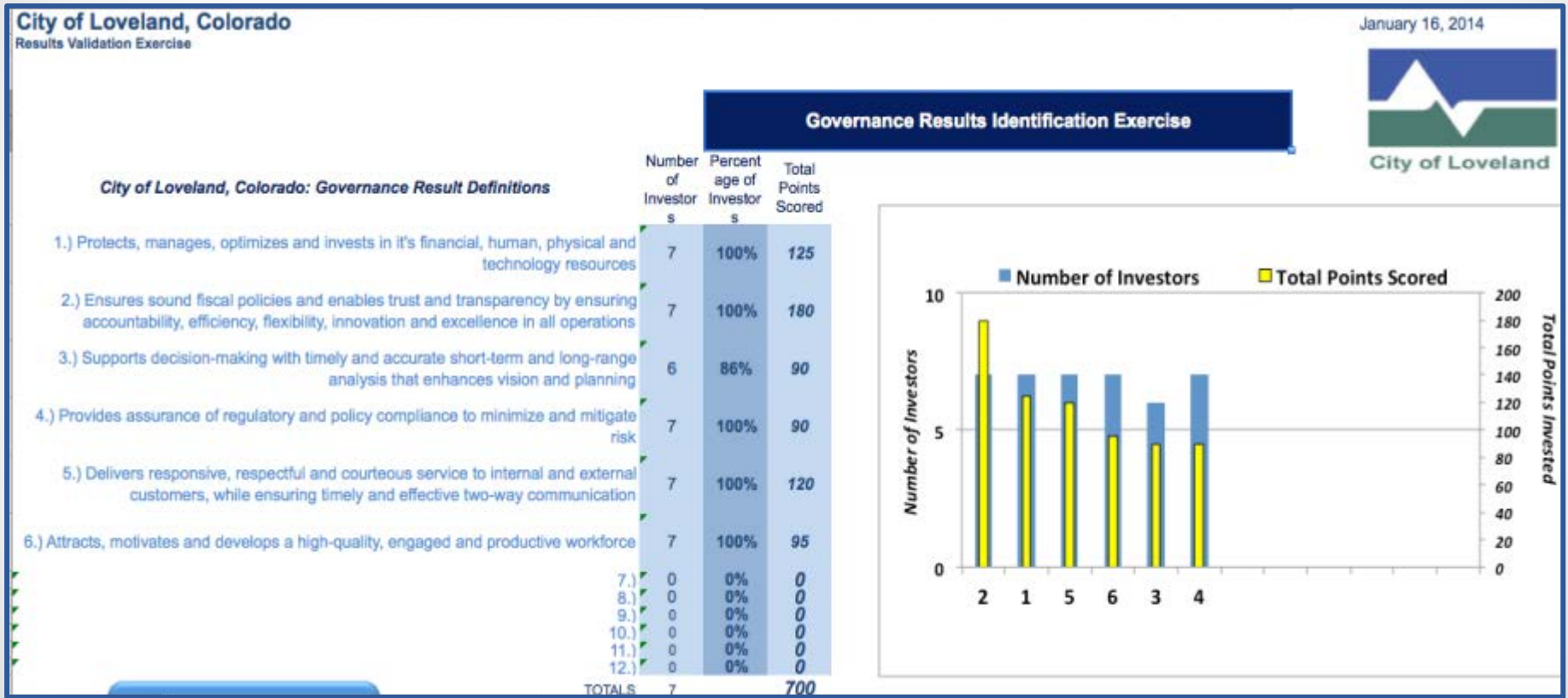
Tabulate and Summarize
Results of the Exercise

Proposed Community Results for The CITY of LOVELAND, COLORADO

The City of Loveland achieves the expectations of the community when it offers/ensures (a)...

- ***Effective Mobility and Reliable Infrastructure***
- ***Healthy, Attractive Community that is Environmentally Sustainable***
 - ***Prosperous and Vibrant Economic Environment***
- ***Quality and Diverse Cultural, Recreational, Life-Long Learning and Leisure Opportunities***
 - ***Safe and Secure Community***
- ***Thriving, Welcoming and Desirable Place to Live that Provides for the Well-Being of the Community***
- ***Well-Planned and Strategically Managed Growth and Development***

"Governance Results"



Proposed Governance Results for The CITY of LOVELAND, COLORADO

The City of Loveland achieves the expectations of the internal organization when it ...

- ***Attracts, motivates and develops a high-quality, engaged and productive workforce***
- ***Delivers responsive, respectful and courteous information and support to internal and external customers, ensuring timely and effective two-way communication***
 - ***Promotes sound fiscal and management policies, enabling trust and transparency by ensuring accountability, efficiency, and innovation***
- ***Protects, manages, optimizes and invests in its financial, human, physical and technology resources***
- ***Provides assurance of regulatory and policy compliance to minimize and mitigate risk***
- ***Supports decision-making with timely and accurate short-term and long-range analysis that enhances vision and planning***

Thank You !



CENTER FOR PRIORITY BASED BUDGETING

Using a Unique Lens to Focus Community Resources on Results

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