

Enacting A Supplemental Budget And Appropriation To The 2015 City Of Loveland Budget For Insufficient Funds in the Capital & Operating Budgets.

This is an administrative action. This item describes the reasons and amounts of a Supplemental Appropriation for the Water and Wastewater Utilities due to insufficient funds in the capital budget or the operations and maintenance budget for certain needs outlined below for the current budget year. This Supplemental Appropriation request was presented to the Loveland Utilities Commission (LUC) on June 17, 2015, and the LUC made the recommendation for City Council to approve this Supplemental Budget and Appropriation item. On August 4, 2015, the City Council unanimously approved this ordinance on first reading.

**3. LOVELAND FIRE RESCUE AUTHORITY (presenter: Pat Mialy)
SUPPLEMENTAL BUDGET AND APPROPRIATION FOR THE MITIGATION STRATEGY AND MASTER PLAN**

A Motion to Approve and Order Published On Second Reading An Ordinance Enacting a Supplemental Budget and Appropriation to the 2015 City of Loveland Budget for The Mitigation Strategy and Master Plan.

This is an administrative action to approve on second reading, an ordinance to appropriate the grant proceeds for a Mitigation Strategy and Master Plan. The project is anticipated to cost up to \$167,500, \$165,000 of this total will be reimbursed by a Community Development Block Grant – Disaster Recovery (CDBG-DR) federal planning grant recently awarded to the City of Loveland by the State of Colorado. The City's matching share is \$2,500 maximum. The City will contract with a consulting firm for the project, which is expected to be completed in approximately 12 months. On August 4, 2015, the City Council unanimously approved this ordinance on first reading.

**4. DEVELOPMENT SERVICES (presenter: Alan Krcmarik)
SUPPLEMENTAL BUDGET AND APPROPRIATION FOR THE FAÇADE GRANT PROGRAM**

A Motion to Approve and Order Published On Second Reading An Ordinance Enacting A Supplemental Budget And Appropriation To The 2015 Loveland Urban Renewal Authority Budget For The Façade Grant Program In The Downtown Project Area.

This is an administrative action to adopt an ordinance on second reading to appropriate \$76,130 received through the Downtown URA property tax increment to continue the Façade Grant Program. This appropriation commits TIF money to the façade program for 2015 to assist in improving the condition and appearance of downtown buildings by incentivizing façade improvements. On August 4, 2015, the City Council unanimously approved this ordinance on first reading.

**5. FINANCE (presenter: Brent Worthington)
PUBLIC HEARING
SUPPLEMENTAL BUDGET AND APPROPRIATION FOR PHASE I OF THE CEMETERY MAINTENANCE SHOP**

A Motion to Approve and Order Published On First Reading An Ordinance Enacting A Supplemental Budget And Appropriation To The 2015 City Of Loveland Budget For Phase I Of The Cemetery Maintenance Shop.

This is an administrative action. The ordinance would appropriate a total of \$118,000 to the 2015 City of Loveland Budget for the design of a replacement Cemetery Maintenance Shop/Office to address safety, ADA and customer service needs at the Loveland Burial Park and Lakeside Cemetery.

6. **ECONOMIC DEVELOPMENT** (presenter: Alan Krcmarik)
PUBLIC HEARING
LOVELAND DOWNTOWN DEVELOPMENT AUTHORITY (DDA) BOUNDARIES
A Motion to Approve and Order Published On First Reading An Ordinance Excluding Three Residential Properties from the Boundaries of the Loveland Downtown Development Authority (The “DDA”)
 This is a legislative action. Ordinance #5927, approved by City Council on second reading April 7, 2015, established the Loveland Downtown Development Authority (DDA) and established the legal description of the DDA boundaries. The Larimer County Assessor’s Office identified three residential parcels that were split by the DDA Boundary. As only one tax area can be assigned to a single parcel, the DDA boundary needs to be expanded to include the entire parcels or take the parcels out of the DDA legal description. The property owners of the affected parcels declined the option to include their property into the DDA boundaries. Approval of this action would exclude the three residential properties from the legal description of the DDA boundaries.
7. **HUMAN RESOURCES** (presenter: Julia Holland)
CITY ATTORNEY COMPENSATION
A Motion to Adopt Resolution #R-48-2015 Of The Loveland City Council Regarding The Compensation Of The City Attorney
 This is an administrative action regarding compensation for the City Attorney as a result of the six month evaluation.
8. **CITY CLERK** (presenter: Terry Andrews)
MAIL BALLOT ELECTION IGA
A Motion to Adopt Resolution #R-49-2015 Approving And Authorizing The Execution Of An Agreement Between The City Of Loveland And The Larimer County Clerk And Recorder Concerning The Coordinated Mail Ballot Election To Be Held On November 3, 2015.
 This is an administrative action to adopt a resolution authorizing the execution of an agreement between the City of Loveland and the Larimer County Clerk and Recorder concerning the coordinated election to be held on November 3, 2015.
9. **FORT COLLINS-LOVELAND MUNICIPAL AIRPORT** (presenter: Jason Licon)
FEDERAL AND STATE GRANT FOR CONSTRUCTION
A Motion To Adopt Resolution #R-50-2015 Authorizing The City Manager To Execute A Grant Agreement With The State Of Colorado Division Of Aeronautics (CDAG #15-FNL-01) For Construction Of A Storage Building For Snow Removal Equipment
 This is an administrative action to approve the construction of a multi-year federally and state grant-funded, Airport Capital Improvement Project.
1. A Resolution authorizing the City Manager to execute a grant agreement with the State of Colorado Division of Aeronautics (CDAG #15-FNL-01) for construction of a storage building for snow removal equipment
 2. A Motion to award a contract in the amount of \$1,105,711 to Walsh Construction for the construction of a storage building for snow removal equipment and to authorize the City Manager to execute such contract.
 3. A Motion to authorize the City Manager to execute amendment number six to the contract dated May 14, 2012 with CH2M Hill for construction management services of FAA Project AIP 34 at the Fort Collins - Loveland Municipal Airport at a total cost not to exceed of \$99,983.50.

10. **FINANCE** (presenter: Brent Worthington)
CDBG DISASTER RECOVERY GRANT
A Motion to Adopt Resolution #R-52-2015 Authorizing the Mayor to Execute the Community Development Block Grant Disaster Recovery Infrastructure Grant Agreement (Project No. R1-40-Alt 122) Between the City of Loveland and the Colorado Department of Local Affairs
 This is an administrative action. The CDBG Disaster Recovery Grant is intended to reimburse the Loveland General Fund for the City's matching portion associated with Emergency Protective Measures required by the aftermath of the September 2013 flood of the Big Thompson River. Total cost of this project was \$1,934,954.86. FEMA awarded \$1,450,714.86; the State of Colorado awarded \$242,120.00.
11. **FINANCE** (presenter: Brent Worthington)
CDBG DISASTER RECOVERY GRANT
A Motion to Adopt Resolution #R-53-2015 Authorizing the Mayor to Execute the Community Development Block Grant Disaster Recovery (CDBG-DR) Infrastructure Grant Agreement (Project No. R1-40-Alt 123) With the Colorado Department of Local Affairs
 This is an administrative action. The CDBG Disaster Recovery Grant is intended to reimburse the Loveland General Fund for the City's matching portion associated with Emergency Protective Measures required by the aftermath of the September 2013 flood of the Big Thompson River. Total cost of this project was \$419,406.28. FEMA awarded \$314,554.72; the State of Colorado awarded \$52,425.78.

END OF CONSENT AGENDA

CITY CLERK READS TITLES OF ORDINANCES ON THE CONSENT AGENDA

PUBLIC COMMENT

Anyone who wishes to speak to an item NOT on the Agenda may address the Council at this time.

PROCEDURAL INFORMATION

Anyone in the audience will be given time to speak to any item on the Regular Agenda before the Council acts upon it. The Mayor will call for public comment following the staff report. 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

12. **ECONOMIC DEVELOPMENT** (presenter: Alan Krcmarik)
PUBLIC HEARING
TERMINATION OF URA DOWNTOWN PLAN
A Motion to Adopt Resolution #R-51-2015 Of The Loveland City Council Approving The Termination Of The Downtown Urban Renewal Plan For The City Of Loveland
 This is an administrative item. Termination of the Downtown URA Plan will substantially

change the City of Loveland URA Plan in land area, land use, design, building requirements, timing, or procedure, as previously approved in the URA Plan.

July 7, 2015, City Council adopted Resolution #R-38-2015 directing the referral of the proposal to terminate the URA Plan to the Planning Commission for review and recommendations as to its conformity with the general plan for the development of the City as a whole. The Planning Commission adopted Resolution #15-03 recommending to City Council the termination of the Downtown URA Plan of Development at the July 13, 2015 meeting. Resolution #R-38-2015, also directed City staff to take such steps required by C.R.S. §31-25-107(7), including giving of notice, so that City Council may conduct a hearing and consider a resolution terminating the URA Plan contingent upon approval of a DDA Plan of Development and passage of the Ballot Questions in the November election. City Council formally adopted the DDA Plan of Development on July 7, 2015, with the recommendation of the Planning Commission.

BUSINESS FROM CITY 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.

CITY MANAGER REPORT

CITY ATTORNEY REPORT

ADJOURN

MINUTES
LOVELAND CITY COUNCIL MEETING
TUESDAY, JULY 21, 2015
CITY COUNCIL CHAMBERS
500 EAST THIRD STREET
LOVELAND, COLORADO

CALL TO ORDER: Mayor Gutierrez called the meeting to order at 6:30 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL: Roll was called and the following responded: Gutierrez, Clark, McKean, Farley, Trenary, Krenning, and Fogle. Councilor Taylor was absent. Councilor Shaffer arrived at 6:45 p.m.

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. Members of the public 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 comments to no more than three minutes.

Mayor Gutierrez asked if anyone would like to remove anything from the Consent Agenda. Councilor Krenning asked for item #10 to be removed from the Consent Agenda and moved to after item #16 on the regular agenda. **Councilor Clark moved to approve the consent agenda with the exception of item #10. The motion seconded by Councilor Krenning, carried with seven councilors present voting in favor thereof.**

CONSENT AGENDA

1. **CITY CLERK'S OFFICE** (presenter: Beverly Walker)
APPROVAL OF MEETING MINUTES
 1. A Motion to Approve the City Council Meeting Minutes for the July 7, 2015 Regular meeting was approved.
 2. A Motion to Approve the City Council Meeting Minutes the July 14, 2015 Study Session was approved.

2. **CITY MANAGER** (presenter: Bill Cahill)
APPOINTMENTS TO THE AFFORDABLE HOUSING COMMISSION, THE HUMAN SERVICES COMMISSION AND THE LOVELAND UTILITIES COMMISSION
 1. A motion to reappoint **Pam McCrory** to the **Affordable Housing Commission** for a term effective until June 30, 2018 was approved.

2. A motion to appoint **Patrick Dillon** to the **Human Services Commission** for a term effective until June 30, 2018 was approved.
 3. A motion to reappoint **Tim Hitchcock** to the **Human Services Commission** for a term effective until June 30, 2018 was approved.
 4. A motion to reappoint **Gary Hausman** to the **Loveland Utilities Commission** for a term effective until June 30, 2018 was approved.
 5. A motion to reappoint **Dan Herlihey** to the **Loveland Utilities Commission** for a term effective until June 30, 2018 was approved.
 6. A motion to reappoint **Anita Marchant** to the **Loveland Utilities Commission** for a term effective until June 30, 2018 was approved.
 7. A motion to appoint **Dave Kavanagh** as an alternate member on the **Loveland Utilities Commission** for a term effective until June 30, 2016 was approved.
- These are administrative actions recommending the appointment of members to the Appointments to the Affordable Housing Commission, the Human Services Commission and the Loveland Utilities Commission.

3. **PUBLIC WORKS** (presenter: Chris Carlson)
SUPPLEMENTAL APPROPRIATION FOR HWY 287 FLOOD MITIGATION STUDY
A Motion Approving And Order Published On Second Reading Ordinance #5941 Enacting A Supplemental Budget And Appropriation To The 2015 City Of Loveland Budget For Highway 287 Bridge Flood Mitigation Feasibility Study was approved.
 This is an administrative action. The ordinance on second reading appropriates funding for engineering costs to complete a Highway 287 Bridge Flood Mitigation Feasibility Study. The project is anticipated to cost up to \$172,150, of which \$125,000 will be reimbursed by a Community Development Block Grant – Disaster Recovery (CDBG-DR) planning grant recently awarded to the City of Loveland by the State of Colorado. The City's matching share is \$47,150 maximum. The City will contract with a consulting engineering firm to complete the study and will coordinate with the Colorado Department of Transportation throughout the project, which is expected to be completed in approximately 6-9 months after contracting. On July 7, 2015, City Council unanimously approved this ordinance on first reading.

4. **DEVELOPMENT SERVICES** (presenter: Kerri Burchett)
WATERFALL 6TH SUBDIVISION (THE EDGE) VACATION
A Motion Approving and Order Published on Second Reading Ordinance #5942 Vacating A Utility Easement Located Within Lot 1, Block 1 Of The Waterfall Sixth Subdivision, City Of Loveland, Larimer County, Colorado was approved.
 This is a legislative action to consider adoption of an ordinance on second reading, vacating a 360 square foot utility easement located on E. 15th Street, west of Boyd Lake Avenue. The utility easement in question was established within the former waterpark development. This easement is no longer needed and will hinder redevelopment of the property into a 70-unit apartment complex. The applicant is the Loveland Housing Authority. On July 7, 2015, City Council unanimously approved this ordinance on first reading.

5. **CITY ATTORNEY** (presenter: Vincent Junglas)
AMENDMENT TO PANHANDLING
A Motion Approving and Order Published on Second Reading Ordinance #5943 Amending Chapter 9.30 of the Loveland Municipal Code Pertaining to Prohibited Solicitations and Panhandling was approved.
 This is a legislative action to amend Section 9.30.010 and Section 9.30.020 of the

Loveland Municipal Code to address the current case law with regard to panhandling in a public place. On July 7, 2015, City Council unanimously approved this ordinance on first reading.

6. **CITY CLERK'S OFFICE** (presenter: Beverly Walker)
LARIMER COUNTY VOTER PRECINCTS CHANGE
A Motion Approving Ordinance #5944 On Second Reading, Amending Section 1.24.040 And 1.24.050 Of The Loveland Municipal Code To Add New Larimer County Voter Precinct in the City's Third and Fourth Wards was approved.
 This is an administrative action. On Tuesday, May 12, 2015, the Larimer County Board of Commissioners approved Resolution #5122015R007 to Establish Precincts and Boundary Changes to include no more than 2,000 eligible electors in any voter precinct, due to population increases in some areas. (per C.R.S.§1-5-101(3)) This resulted in the addition of two new voter precincts; one in Ward three and one in Ward four. On July 7, 2015, City Council unanimously approved this ordinance on first reading.
7. **POLICE** (presenter: Luke Hecker)
SUPPLEMENTAL APPROPRIATION FOR THE COPS GRANT
A Motion Approving And Order Published On Second Reading Ordinance #5945 Enacting A Supplemental Budget And Appropriation to the 2015 City of Loveland Budget for a School Resource Officer was approved.
 This is an administrative action. The Police Department has been awarded a Federal Cops grant for a School Resource Officer. The grant is for \$125,000 to partially fund this position over a three year period. The local match requirement is \$143,800 of which The Thompson School District will fund 75% or \$107,850 and the City will fund 25% or \$35,950. On July 7, 2015, City Council unanimously approved this ordinance on first reading.
8. **POLICE** (presenter: Rick Arnold)
PUBLIC HEARING
ANIMAL TRAPPING AND RETURN TO OWNERS
A Motion Approving And Order Published On First Reading An Ordinance Amending Chapter 6.16 Of The City Of Loveland Municipal Code Regarding The Humane Trapping And Return Of Animals To Their Owners Or Keepers was approved.
 This a legislative action. Larimer Humane Society requests a revision to Loveland City Code Section 6.16.040 to allow humanely trapped domestic animals to be returned to their owners or keepers. There is no budgetary impact.
9. **LOVELAND FIRE RESCUE AUTHORITY** (presenter: Pat Mialy)
PUBLIC HEARING
SUPPLEMENTAL APPROPRIATION FOR CHILSON EMERGENCY GENERATOR
A Motion Approving And Order Published On First Reading An Ordinance Enacting A Supplemental Budget And Appropriation To The 2015 City Of Loveland Budget For An Emergency Generator At The Chilson Recreation Center was approved.
 This is an administrative action to consider acceptance of a grant and to conduct a public hearing and first reading of an ordinance to appropriate the total cost of the project, including the grant proceeds. FEMA (Federal Emergency Management Agency) through the Colorado Division of Homeland Security and Emergency Management awarded the City of Loveland \$365,150 of a \$486,867 project to install a generator at the Chilson Center, a designated emergency evacuation center. This grant is awarded through the

Hazard Mitigation Grant Program (HMGP). The State will contribute 12.5% or \$60,828.50 and the City of Loveland match would be 12.5% or \$60,828.50. This action would authorize the City Manager to sign a contract accepting the grant. A public hearing and first reading of the supplemental ordinance is the first step for appropriating the funds for the project.

10. **DEVELOPMENT SERVICES** (presenter: Alan Krcmarik)
PUBLIC HEARING
SUPPLEMENTAL BUDGET AND APPROPRIATION FOR CAPITAL EXPANSION FEE PLAN BASED STUDY
 This item was moved to the Regular Agenda.
11. **CITY CLERK'S OFFICE** (presenter: Beverly Walker)
PUBLIC HEARING
NOVEMBER 3, 2015 ELECTION COORDINATION WITH LARIMER COUNTY
 1. **A Motion to Adopt Resolution #R-39-2015 Of The Loveland City Council Authorizing The City Clerk To Notify The Larimer County Clerk And Recorder Of The City Of Loveland's Intention To Participate In The Statewide Election To Be Held On November 3, 2015, As A Coordinated Election With The County was approved.**
 The proposed resolution is an administrative action authorizing the City Clerk to notify the Larimer County Clerk and Recorder of the City's intent to participate in a coordinated election with the County on November 3, 2015.
 2. **A Motion Approving and Order Published On First Reading An Ordinance Providing That The City Of Loveland's Regular Election To Be Held November 3, 2015 Shall Be Conducted As A Coordinated Election With The Larimer County Clerk and Recorder And, To The Extent Necessary To So Conduct That Election As A Coordinated Election, The Colorado Uniform Election Code Of 1992 Shall Govern was approved.**
 The proposed Ordinance is a legislative action needed to allow the City's regular election on November 3, 2015, to be so conducted on November 3, 2015 as a coordinated election with the Larimer County Clerk and Recorder.
12. **PARKS AND RECREATION** (presenter: Marilyn Hilgenberg)
BIG THOMPSON RECREATION AND CONSERVATION PLAN
A Motion to Adopt Resolution #R-40-2015 Adopting "A Bigger Vision For The Big T: A Conservation And Recreation Assessment" was approved.
 This is a legislative action to adopt "A Bigger Vision for the Big T: A Recreation and Conservation Assessment." The assessment includes recommendations regarding priority projects and opportunities to address the impacts of the 2013 Flood on recreation amenities and conservation areas in the Big Thompson River corridor from west Loveland to Estes Park.
13. **FORT COLLINS-LOVELAND MUNICIPAL AIRPORT** (presenter: Jason Licon)
FAA AIRPORT GRANT AGREEMENT
A Motion to Adopt Resolution #R-41-2015 Authorizing The City Manager To Execute The 2015 Grant Agreement (AIP Project No. 3-08-0023-034-2015) With The Federal Aviation Administration For Improvements At The Fort Collins-Loveland Municipal Airport was approved.
 This is an administrative action. The resolution would authorize the City Manager to execute a Grant Agreement from the Federal Aviation Administration for up to \$760,000.

This FAA Grant will be used to construct a snow removal equipment building.

14. **WATER AND POWER** (presenter: Melissa Morin)
EXTENSION OF A WATERLINE OUTSIDE CITY LIMITS
A Motion to Adopt Resolution #R-42-2015 Authorizing The Provision Of Water Service Outside Of The Loveland City Limits Pursuant To Loveland Municipal Code Sections 13.04.070 And 13.04.080 was approved.
 This is an administrative action to approve a water main extension for a commercial water and fire service tap to serve Jack Cantley's Sweetheart City Winery property located outside of the City limits in the vicinity of West Highway 34. The owner will construct this waterline extension and then dedicate it to the City for operations and maintenance.
15. **HUMAN RESOURCES** (presenter: Julia Holland)
SPECIAL MEETING REGARDING CITY ATTORNEY'S SIX MONTH EVALUATION
A Motion Setting A Special Meeting Of City Council On July 27, 2015 And August 3, 2015 At 5:30 p.m. In The Parks And Recreation Large Conference Room To Conduct An Executive Session For The Purpose Of The City Attorney's Six Month Evaluation was approved. Council Waives The Requirement Of Notice Of The Meeting Delivery To Their Homes.
 This is an administrative action to set a special meeting and to conduct an executive session for the purposes of the City Attorney's six month evaluation.

END OF CONSENT AGENDA

CITY CLERK READS TITLES OF ORDINANCES ON THE CONSENT AGENDA

PUBLIC COMMENT

Anyone who wishes to speak to an item NOT on the Agenda may address the Council at this time.

- 1) ***Presentation of Metropolitan Planning Organization (MPO) Transportation Issues***
(presenter: Terri Blackmore, MPO Executive Director, 10 min.)

John Medders, Loveland resident, spoke about the fluoride levels in the City drinking water.

Steve Adams, Director of Water & Power, spoke regarding the fluoride levels having been lowered to the required CDC levels.

Stacy Linn, Larimer County resident, spoke about the Detective Koopman litigation, Chief Hecker and the City Manager.

Kent Campbell, Berthoud resident, spoke in regards to Chief Hecker.

PROCEDURAL INFORMATION

Anyone in the audience will be given time to speak to any item on the Regular Agenda before the Council acts upon it. The Mayor will call for public comment following the staff report. 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

16. ECONOMIC DEVELOPMENT PUBLIC HEARING

DDA ELECTION AND BALLOT QUESTION

Economic Development Director, Betsey Hale, introduced this item to Council. This is an administrative action recommending the approval of an ordinance on first reading. Approval of the ordinance will direct the City Clerk and other staff to conduct an election on November 3, 2015 for the Downtown Development Authority (DDA) and submit ballot questions regarding an ad valorem tax increase and authorization of debt to the qualified electors within the DDA boundaries. The ballot language can be found in Section 1 of the attached City of Loveland ordinance.

Mayor Gutierrez opened the hearing at 7:25 p.m. There were no public comments.

Councilor Shaffer moved To Approve And Order Published On First Reading An Ordinance Approving A Downtown Development Authority Election To Be Held November 3, 2015, To Authorize Debt, Taxes And Revenue Retention. The motion, seconded by Councilor Farley, carried with all councilors present voting in favor thereof.

10. DEVELOPMENT SERVICES PUBLIC HEARING

SUPPLEMENTAL BUDGET AND APPROPRIATION FOR CAPITAL EXPANSION FEE PLAN BASED STUDY

Executive Fiscal Advisor, Alan Krcmarik, introduced this item to Council. This is an administrative action. The proposed ordinance appropriates a total of \$35,800 from General Fund balance, the proceeds of which would be used to pay for additional professional and consulting services necessary to complete the Capital Expansion Fee Plan Based Study. The original estimated cost for the study was \$85,000. The work completed so far on the study has required more research than originally anticipated and a far higher level of interaction and participation with the Boards and Commissions that have a stakeholder interest in the level of the Capital Expansion Fees. The requested supplemental appropriation is necessary to complete the study in time for the September 22, 2015 Council study session. Discussion ensued regarding the timeline and the percentage of the additional amount over the original budget. Mayor Gutierrez opened the public hearing at 8:00 p.m. There were no public comments.

Councilor Shaffer moved To Approve And Order Published On First Reading An Ordinance Enacting a Supplemental Budget and Appropriation to the 2015 City of Loveland Budget for the Capital Expansion Fee Plan Based Study. The motion, seconded by Councilor Farley, and carried with all councilors present voting in favor thereof.

17. WATER & POWER AND INFORMATION TECHNOLOGY PUBLIC HEARING

BALLOT QUESTION REGARDING SB152 – BROADBAND

Water and Power Director, Steve Adams, introduced this legislative item to Council. He also introduced the project team members, John Ham, Information Technology (IT); Alicia Calderon, Assistant City Attorney; and Tom Hacker, Public Information Officer. At a May 12, 2015 City Council Study Session the project team of Loveland Water and Power,

Information Technology (IT) and the City Attorney's Office received general guidance to draft a ballot question for the November 3, 2015 election. The ballot question proposes to voters that without increasing taxes, and to restore local authority that the City be authorized to provide high speed internet, cable television and telecommunication services either directly or indirectly with public or private sectors to residents, businesses and other users of such services within the boundaries of the City of Loveland and the service territory of the City of Loveland's power enterprise as expressly permitted by Title 29, Article 27 of the Colorado Revised Statutes. Mayor Gutierrez opened the public hearing at 8:10 p.m. Russ Crescent, Loveland resident, spoke in favor of the ordinance. Hearing no other comments, Mayor Gutierrez closed public comment at 8:12 p.m.

Councilor Shaffer moved To Approve And Order Published On First Reading An Ordinance Submitting To The Registered Electors Of The City Of Loveland At The City's Regular Election To Be Held On November 3, 2015, The Ballot Question Of Whether, Without Increasing Taxes, And To Restore Local Authority, Shall The City Of Loveland Be Authorized To Provide Advanced Service (High Speed Internet), Cable Television Service, Or Telecommunications Service, Directly Or Indirectly With Public And/Or Private Sector Partners, To Residents, Businesses, Schools, Health Care Facilities, Libraries, Nonprofit Entities, And Other Users Of Such Services Located Within The Boundaries Of The City Of Loveland And The Service Territory Of The City Of Loveland's Power Enterprise As Expressly Permitted By Title 29, Article 27 Of The Colorado Revised Statutes. The motion, seconded by Councilor Farley, and carried with all councilors voting in favor thereof.

**18. CITY ATTORNEY
PUBLIC HEARING**

AMENDMENT TO DOOR TO DOOR SOLICITATION

City Attorney, Tami Yellico introduced this item to Council. This is a legislative action to amend the City Code to remove the ban on all uninvited commercial door to door solicitations. Door to door solicitations at private residences and businesses with a posted "No solicitation" or "No trespassing" sign remains prohibited. At the July 7 meeting, the Council approved the ordinance 6-2 and also directed staff to schedule a study session on regulation and taxation of casual retail sales in Loveland. Mayor Gutierrez opened the public hearing at 8:30 p.m. There were no public comments. Discussion ensued and a future study session was requested.

Councilor Shaffer moved to Approve and Order Published on Second Reading Ordinance #5946 Amending Chapter 5.12 Regarding Door to Door Solicitations. The motion, seconded by Councilor Farley, carried with six councilors in favor and Councilors McKean and Gutierrez voting against.

**19. CITY ATTORNEY
PULLIAM BUILDING SETTLEMENT DISCUSSION**

Discussion and Possible Staff Direction Regarding City of Loveland v. Thompson School District; Evan Patterson; Jon-Mark Patterson, Which is a Quiet Title/Declaratory Judgment Action Regarding the Pulliam Building, Including a Possible Executive Session.

City Attorney, Tami Yellico introduced this administrative action item to Council. Jon-Mark Patterson spoke to Council to address their questions. Discussion ensued regarding the Pulliam "family" and representation in the future.

The City Attorney and Jon-Mark Patterson will continue negotiations and report back to Council. No executive session was considered.

20. CITY ATTORNEY**DISCUSSION AND POSSIBLE EXECUTIVE SESSION**

City Attorney, Tami Yellico introduced this item to Council.

Councilor Shaffer moved that City Council go into executive session to receive legal advice and to determine negotiation positions, develop negotiation strategy and to instruct negotiators with regard to two lawsuits known as Jeremy Myers versus Brian Koopman and Tammy Fisher versus Koopman and Hecker as authorized by the following sections of the Colorado Open Meetings Law and the City Charter: to receive legal advice from the City Attorney's Office as authorized by C.R.S. §24-6-402(4)(b) and Charter Section 4-4(c)(3); and may be the subject of future negotiations, to determine negotiation positions, develop negotiation strategy and to instruct negotiators concerning such positions and strategy as authorized by C.R.S. §24-6-402(4)(e) and Charter Section 4-4(c)(1), the motion was seconded by Councilor Clark.

Discussion ensued regarding the need for executive session since Attorney Kim Schutt would not be present for the Meyers versus Koopman discussion.

Councilor Krenning moved to amend the original motion to only discuss the Tammy Fisher versus Koopman and Hecker lawsuit. The amendment, seconded by Councilor Fogle, carried with all councilors voting in favor thereof.

Roll was called on the original motion as amended and carried with all councilors voting in favor thereof at 10:05 p.m. Council reconvened at 11:30 p.m.

BUSINESS FROM CITY COUNCIL

McKean, Shaffer and Fogle: Congratulated Councilor Farley and his wife for being chosen as Corn Roast Grand Marshals.

Trenary: will be attending the Big Thompson Water Quality Semiannual Meeting on September 24th.

Gutierrez: Passport to Water at the Water and Power Service Center will be held July 23rd. Colorado Cares Day is this weekend. July 27th Governor Hickenlooper will announce ArtSpace as part of the state's "Space to Create" initiative.

CITY MANAGER REPORT

None

CITY ATTORNEY REPORT

None

ADJOURNMENT

Having no further business to come before Council, the July 21, 2015, Regular Meeting was adjourned at 11:37 p.m.

Respectfully Submitted,

Teresa G. Andrews, City Clerk

Cecil A. Gutierrez, Mayor

MINUTES
LOVELAND CITY COUNCIL STUDY SESSION
TUESDAY, JULY 28, 2015
CITY COUNCIL CHAMBERS
500 EAST THIRD STREET
LOVELAND, COLORADO

STUDY SESSION 6:30 P.M.

Councilors present: Mayor Gutierrez, Shaffer, Clark, Taylor, Trenary, Farley, Fogle, and Krenning. City Manager, Bill Cahill was also present. Councilor McKean was absent.

1. WATER & POWER

2015 WATER/WASTEWATER COST OF SERVICE RATE STUDY RESULTS

Jim Lees, Utility Accounting Manager, presented this information only item. Jason Mumm and Jon Albertsen from Hawksley Consulting (a division of MWH Global) also attended to present and answer council questions. Steve Adams, Water and Power Director and Chris Matkins, Water Utilities Manager, were also in attendance to answer council questions. The Water and Power Department has been working on a cost-of-service rate study for the Water and Wastewater Utilities since January. As part of this process, there have been three meetings with Loveland Utilities Commission (LUC) liaisons Gene Packer, Larry Roos, Dave Schneider and Gary Hausman. In addition, information has been presented to the whole LUC at their June and July meetings. Our last cost-of-service rate study for Water and Wastewater was completed in 2012, so this year's study is in keeping with the new approach of updating our cost of service for each utility every three years instead of every five.

Staff looked to City Council for direction on two items: 1) rates for Water and Wastewater for 2016; and 2) 10-year rate tracks and borrowing alternatives for Water and Wastewater. For the 10-year rate track and borrowing alternatives, there are four scenarios that were developed for both Water and Wastewater. Then, at the July 14, 2015 City Council Study Session on upcoming capital projects at the Wastewater Treatment Plant, there was interest expressed in seeing another scenario for Wastewater, with a higher level of borrowing in 2016 and this created the ability to move some capital projects forward in the 10-Year CIP. That scenario was included in the presentation. A brief update on the work that has been done so far for an evaluation of our Water and Wastewater System Impact Fees (SIF) was presented. Councilors expressed support of the LUC's recommendation.

2. PUBLIC WORKS

CAPITAL TRANSPORTATION PROJECTS—PROCESS, PRIORITIZATION, CHALLENGES AND FUNDING

Leah Browder, Public Works Director and Dave Klockeman, City Engineer presented this information only item. They presented the City's long-range 2035 Transportation Plan and the process used to determine project priorities and current funding approaches. During discussions regarding the North Boise Avenue Extension Project; the proposed 2016 Capital Program; and the Public Works Strategic Plan, the City Council expressed an interest in having a study session to review the 2035 Transportation Plan and associated capital projects. Particular focus areas raised by Councilors included current priority projects with the potential to revise priorities and a desire to reconsider funding options. An additional area of interest is east-west connectivity. The City's Transportation Plan

provides the baseline and guidance for 20 years of transportation system capital project planning and funding. While structured to provide as much flexibility as possible, the Transportation Plan seeks to ensure annual appropriations of appropriate monies into each priority project so that all make progress toward phased project construction and completion. Modifying project priorities or schedules requires review of the full program to ensure that existing related projects are revised as necessary and to identify other needs that may need to be addressed as a result of changes. Staff will get information on comparable cities and work on a total picture of transportation and street funding to give council a more accurate picture. Council thanked the staff for the presentation.

ADJOURNMENT

Mayor Gutierrez adjourned the Study Session at 9:53 p.m.

Respectfully Submitted,

Teresa G. Andrews, City Clerk

Cecil A. Gutierrez, Mayor



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

AGENDA ITEM: 2
MEETING DATE: 8/18/2015
TO: City Council
FROM: Steve Adams, Water & Power Department
PRESENTER: Jim Lees, Utility Accounting Manager

TITLE:

An Ordinance Enacting a Supplemental Budget and Appropriation to the 2015 City of Loveland Budget for Insufficient Funds in the Capital & Operating Budgets

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.
4. Refer back to staff for further development and consideration.

SUMMARY:

This is an administrative item. This item describes the reasons and amounts of a Supplemental Appropriation for the Water and Wastewater Utilities due to insufficient funds in the capital budget or the operations and maintenance budget for certain needs outlined below for the current budget year. This Supplemental Appropriation request was presented to the Loveland Utilities Commission (LUC) on June 17, 2015, and the LUC made the recommendation for City Council to approve this Supplemental Budget and Appropriation item. On August 4, 2015, the City Council unanimously approved this ordinance on first reading.

BUDGET IMPACT:

- Positive
 Negative
 Neutral or negligible

BACKGROUND:

In order for the Water Utility to timely cover the overage on the Carriage Contract invoice from the Bureau of Reclamation (See item 1 below), the Water Utility temporarily moved funds internally through a funding memo process that allowed the Water & Power Department to move other 2015 Capital and Operations & Maintenance money into this project account to pay the Carriage Contract invoice. This Supplemental appropriation would then allow these accounts that initially furnished funds to pay for the Carriage Contract Invoice Overage to be reimbursed. This agenda item identifies the needed reimbursement for this items as well as other critical project needs that have been identified over the past month. This Supplemental Appropriation for the Water and Wastewater Utilities is to request moving additional funds to cover the following projected needs.

Item	Account	Amount
1. Carriage Contract	Various accounts (see details in section 1 below)	\$ 374,400
2. Nonrevenue Water Study	300-46-310-2903-43450	\$ 150,000
3. 2015 Water Line Replacement	300-46-310-2903-49360	\$ 95,000
4. Phase II Big Dam	300-46-316-2901-43569	\$ 345,000
5. Green Ridge Glade Dam Erosion Repair	300-46-316-2901-43569	\$ 150,000
6. City Diversion Structure	300-46-316-2901-43569	\$ 100,000
7. Purchase of Wash Bay at Service Center	301-45-301-2900-42034	\$ 30,000
Wastewater Land Purchase	316-45-301-2908-49010	\$ 22,215
Wastewater Building & Roof Purchase	316-45-301-2908-49399	\$ 62,861
Wastewater Improvements	316-45-301-2908-49360	\$ 14,924
Wastewater Revenue received from Water	316-00-000-0000-35324	<\$ 30,000>
Total Supplemental Appropriation Request		\$1,314,400

Please see the attached Staff Report for a detailed description of each line item in the above table that is part of this Supplemental Appropriation request.

REVIEWED BY CITY MANAGER:

William A. Cavill

LIST OF ATTACHMENTS:

1. Attachment A - Staff Report
2. Ordinance

Attachment A
STAFF REPORT

1. **Carriage Contract:** The current 25-year carriage contract, #01WR6C0252 among the U.S. Bureau of Reclamation, the Northern Colorado Water Conservancy District, and the City of Loveland, was entered into on September 30, 2001 and makes it possible for the City to convey native ditch rights into Green Ridge Glade Reservoir using Colorado Big Thompson (CBT) Project Facilities.

The contract levies charges on the City for the use of these facilities based on the following three factors:

- 1) **Capital Component:** \$8.08/AF annually for the life of the contract
- 2) **Power Interference:** This charge which varies depending on when Reclamation is generating power at the Big Thompson Power Plant concurrently with Loveland’s carriage under the terms of the contract
- 3) **Operations & Maintenance (O&M):** This factor varies considerably from year to year depending on the amount of work done on the system. In addition, the costs are being phased in over time by increasing the carriage capacity to the full contract amount.

The variability of these charges presents a challenge when setting a budget amount each year. The annual costs have varied from \$64,648 to \$241,596 over the last five years. When setting the 2015 budget for this item in May 2014 our staff conferred with Bureau of Reclamation staff. Based upon Reclamation’s estimates, at that time, of power interference and O&M work to be done, this budget was set at \$300,000. When the March 23, 2015 invoice arrived, the total billed to the City was \$674,396.62, due April 22, 2015. The Source of Supply line item for this, CBT Facilities Contract, (300-46-316-2901-43025) had insufficient funds to cover the additional \$374,400. Our staff went over this invoice with the Bureau of Reclamation and confirmed the numbers are correct based primarily upon increased O&M work performed on the CBT system and more water run through the system in lieu of running water at the City’s river diversion due to repairs being made at the Big Dam. To make the payment, a Funding Memo dated April 16, 2015 was approved. This Supplemental Budget Request, if approved, would replace the monies used from the following accounts to cover the carriage contract invoice overrun:

Description	Account	Amount
Water Metering: Parts & Supplies	300-45-314-2903-42032	\$10,000
Water Metering: Other Services	300-45-314-2903-43899	\$10,000
Customer Relations: Printing	300-45-305-2912-43021	\$10,000
Customer Relations: Professional Services	300-45-305-2912-43450	\$ 600
Customer Relations: Public Relations	300-45-305-2912-43719	\$10,000

Customer Relations: Postage	300-45-305-2912-43737	\$ 6,000
Customer Relations: Other Services	300-45-305-2912-43899	\$23,400
Tech Services: Parts & Supplies/WTP	300-46-319-2902-42032	\$20,000
Tech Services: Repair & Maintenance/WTP	300-46-319-2902-43569	\$20,000
Water Operations: Sand, Gravel & Asphalt	300-46-313-2903-42044	\$50,000
Water Operations: Street Repairs Service	300-46-313-2903-43568	\$100,000
Water Operations: Other Services	300-46-313-2903-43899	\$50,000
Water Resources: Professional Legal and Engineering Services	300-46-316-2901-43450	\$60,000
Water Resources: Source of Supply	300-46-316-2901-43899	\$4,400
	Total Amount	\$374,400

2. **Non-Revenue Water Study:** Increasing interest from the Loveland Utilities Commission is driving this request for further study in the difference between the annual volume of water treated at the Chasteen Grove Water Treatment Plant and sent to the City and the meter data used for utility billing purposes. The City’s metrics indicate that additional improvement should occur to address the goals established in the Water Conservation Plan, drafted by the City and approved by the State of Colorado. By studying and understanding this metric, consultants can develop recommendations for improving this performance in a prioritized manner.

3. **2015 Water Line Replacement:** A Developer-driven roads project has required that the City and the Little Thompson Water District relocate a shared water interconnection facility. In April 2015, we moved \$95,000 from our 2015 Water Line Replacement budget to fund our portion of this relocation project. Under an approved intergovernmental agreement with the Centerra Metro District, the cost for the interconnect project will be reimbursed back to the City by the Centerra Metro District, but we will not be able to reallocate those funds back to the water line replacement project without a special appropriation. This funding will allow us to execute the original scope of the Water Line Replacement project as approved by City Council. Therefore, as part of the supplemental request, we are asking for \$95,000 for W1501C - 2015 Water Line Replacement. This action will have a neutral effect on fund balance since the \$95,000 Centerra Metro District refund will be moved from the Water Reserve Fund to the Specific Project Account Fund.

4. **Phase II Big Dam:** The work on Phase I of the flood related repairs and mitigation on the Home Supply Ditch Company’s Big Dam, where the City of Loveland diverts water into the Water Treatment Plant, is nearing completion. That portion of the work is FEMA eligible, and funds are expected to cover much

of the costs incurred by the Home Supply Company and the City. A summary of the City's participation to this point follows:

- **January 15, 2014:** Council directed staff to enter into a Phase I Agreement with the Consolidated Home Supply Irrigating & Reservoir Company to do the necessary work.
- **January 2, 2015:** An Amendment was entered into on January 2, 2015 increasing the City's participation from \$400,000 to \$800,000.
- **January 20, 2015:** City Council Resolution R-11-2015 was approved on January 20, 2015, increasing the City's participation to a not-to-exceed amount of \$1,000,000.

Phase II involves work to strengthen and protect the structure of the 120 year old dam so that it will remain in service for many decades into the future. This work primarily involves repointing, which involves re-grouting the stones on the dam. The need for this work was identified during inspections of the flood damage. This work is not flood related and therefore not FEMA eligible. The structure is vital to the City's ability to divert from the Big Thompson River directly into the Water Treatment Plant, and the City has agreed to share the estimated \$600,000 cost for Phase II on a 50:50 basis, resulting in an estimated cost of \$300,000 for the City for Phase II. At the same time, staff was directed to enter into a Phase II Agreement for the necessary non-FEMA related O&M work. In addition, 15%, or \$45,000 should be set aside for CH2MHill for their review and services during construction. The Phase II Agreement is now being negotiated, with the work now targeted for this fall. The Source of Supply line item on Repairs & Maintenance (300-46-316-2901-43569) is not currently funded for this \$345,000 expense. This Supplemental Budget Request, if approved, would place the necessary funds into this account for this project.

5. **Green Ridge Glade Dam Erosion Repair:** Since construction was completed on Green Ridge Glade dam in 2004, rains have caused relatively minor erosion in a number of locations, but the rains in the spring of 2015 have greatly exacerbated the situation, to the point repairs and mitigation from further erosion are imperative (See Attachment C). Crews have recently reviewed the damage, and estimate costs may be in the vicinity of \$150,000. The Source of Supply line item on Repairs & Maintenance (300-46-316-2901-43569) is not currently funded for this expense. This Supplemental Budget Request, if approved, would place the necessary funds into this account for this project.
6. **City Diversion Structure Costs:** A number of projects related to the work on Phase I of the Big Dam Project involve only the City and are not FEMA eligible and are not a part of the joint project work. It is not yet clear that enough unspent funds from the City's \$1,000,000 on Phase I will be available to cover these costs. Handrails for safety around the City's structure must be replaced to fit the new configuration, fences on the City's property must be rebuilt to provide public safety, and paving around the gate must be replaced. Estimated costs for these projects are \$100,000. The Source of Supply line item on Repairs & Maintenance (300-46-316-2901-43569) is not currently funded for this expense. This Supplemental Budget Request, if approved, would place the necessary funds into this account for this project.

7. **Purchase of Wash Bay at Service Center:** The General Fund owns a wash bay at the Service Center that they no longer need and were looking into demoing it. The Water and Wastewater Utilities need storage space to house various pieces of equipment and machinery such as pumps and backup parts so that they are not exposed to the elements. We are working with the General Fund on a possible purchase of that area. The preliminary cost estimate to purchase this space is estimated to be around \$100,000 which is a good bargain for storage space for the utility.

FIRST READING August 4, 2015

SECOND READING August 18, 2015

ORDINANCE NO. 5953

AN ORDINANCE ENACTING A SUPPLEMENTAL BUDGET AND APPROPRIATION TO THE 2015 CITY OF LOVELAND BUDGET FOR INSUFFICIENT FUNDS IN THE CAPITAL & OPERATING BUDGETS

WHEREAS, the City has received and reserved funds not anticipated or appropriated at the time of the adoption of the 2015 City budget for insufficient funds in the capital & operating budgets; and

WHEREAS, the City Council desires to authorize the expenditure of these funds by enacting a supplemental budget and appropriation to the 2015 City budget for insufficient funds in the capital & operating budgets, 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. Reserves in the amount of \$1,214,400 from fund balance in the Water Utility Fund are available for appropriation. Reserves in the amount of \$30,000 from fund balance in the Water Utility Systems Impact Fee Fund are available for appropriation. Reserves in the amount of \$130,000 from fund balance in the Wastewater Utility Systems Impact Fee Fund are available for appropriation. Such revenues in the total amount of \$1,344,400 are hereby appropriated to the 2015 City budget for funding of the capital & operating budgets. The spending agencies and funds that shall be spending the monies supplementally budgeted and appropriated are as follows:

**Supplemental Budget
Water Utility Fund 300**

Revenues

Fund Balance	1,214,400
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Total Revenue	1,214,400
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Appropriations

300-45-305-2912-43021	Printing	10,000
300-45-305-2912-43450	Professional Services	600
300-45-305-2912-43719	Public Relations	10,000
300-45-305-2912-43737	Advertising	6,000
300-45-305-2912-43899	Other Services	23,400
300-45-314-2903-42032	Parts & Supplies	10,000
300-45-314-2903-43899	Other Services	10,000
300-46-310-2903-43450	Professional Services	150,000
300-46-310-2903-49360	Construction	95,000
300-46-313-2903-42044	Sand, Gravel & Asphalt	50,000
300-46-313-2903-43568	Street Repairs Service	100,000
300-46-313-2903-43899	Other Services	50,000
300-46-316-2901-43450	Professional Services	60,000
300-46-316-2901-43569	Repair & Maintenance	595,000
300-46-316-2901-43899	Other Services	4,400
300-46-319-2902-42032	Parts & Supplies	20,000
300-46-319-2902-43569	Repair & Maintenance	20,000

Total Appropriations	1,214,400
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**Supplemental Budget
Water Utility System Impact Fee Fund 301**

Revenues

Fund Balance	30,000
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Total Revenue	30,000
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Appropriations

301-45-301-2900-42034	Tools/Equip-Shared Costs	30,000
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Total Appropriations	30,000
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**Supplemental Budget
Wastewater Utility System Impact Fee Fund 316**

Revenues

Fund Balance		130,000
316-00-000-0000-35324	Contributions	(30,000)

Total Revenue **100,000**

Appropriations

316-45-301-2908-49010	Land	22,215
316-45-301-2908-49360	Construction	14,924
316-45-301-2908-49399	Other Capital	62,861

Total Appropriations **100,000**

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


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

ADOPTED this 18th day of August, 2015.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:


City Attorney

Ordinance # 5953

I, Teresa G. Andrews, City Clerk of the City of Loveland, Colorado, hereby certify that the above and foregoing Ordinance was introduced at a regular (or special) meeting of the city Council, held on August 4, 2015 and was initially published in the Loveland Daily Reporter-Herald, a newspaper published within the city limits, in full on August 8, 2015 and by title except for parts thereof which were amended after such initial publication which parts were published in full in said newspaper on August 22, 2015.

City Clerk

Effective Date: September 1, 2015



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

AGENDA ITEM: 3
MEETING DATE: 8/18/2015
TO: City Council
FROM: Mark Miller, Loveland Fire Rescue Authority
PRESENTER: Pat Mialy, Emergency Manager

TITLE:

An Ordinance Enacting a Supplemental Budget and Appropriation to the 2015 City of Loveland Budget for the Mitigation Strategy and Master Plan

RECOMMENDED CITY COUNCIL ACTION:

Adopt the ordinance as recommended on the second reading.

OPTIONS:

1. Adopt the action as recommended.
2. Deny the action. (The CDBG-DR grant awarded to the city of Loveland will be forfeited.)
3. Adopt a modified action.
4. Refer back to staff for further development and consideration.

SUMMARY:

This is an administrative action to approve on second reading, an ordinance to appropriate the grant proceeds for a Mitigation Strategy and Master Plan. The project is anticipated to cost up to \$167,500, \$165,000 of this total will be reimbursed by a Community Development Block Grant – Disaster Recovery (CDBG-DR) federal planning grant recently awarded to the City of Loveland by the State of Colorado. The City's matching share is \$2,500 maximum. The City will contract with a consulting firm for the project, which is expected to be completed in approximately 12 months. On August 4, 2015, the City Council unanimously approved this ordinance on first reading.

BUDGET IMPACT:

- Positive
 Negative
 Neutral or negligible

The project adds \$165,000 in additional resources to the budget while requiring a local match of \$2,500 that will be taken from funds already appropriated within the Loveland Fire Rescue Authority Emergency Management budget.

BACKGROUND:

The Office of Emergency Management (OEM) is responsible for managing all phases of emergencies throughout the 190 square miles of the Loveland Fire Rescue Authority's emergency response district (District).

About 10 years ago, the communities of Larimer County, Fort Collins, and Loveland joined forces to develop a regional approach to hazard mitigation. As a result of this collaborative effort, the Northern Colorado Regional Hazard Mitigation Plan was developed to help guide the mitigation efforts and activities of the various communities within Larimer County. The regional plan includes resources and information to assist the affiliated community residents, public and private sector organizations, and others interested in participating in planning for natural, man-made, and hazardous materials hazards and provides a list of activities that may assist the community in reducing risk and preventing loss from future hazard events.

In June 2014, a panel from the Urban Land Institute (ULI) conducted an assessment of Larimer County and the cities of Loveland, Fort Collins, and Estes Park. The goal of the ULI panel was to develop optimal regional strategies to reduce the effects of disasters and to recover from and adapt to disasters. The panel developed a comprehensive list of land-use recommendations to address physical planning, organizational capacity, and public education and engagement as part of a coordinated effort to recover from and adapt to natural disasters.

The intent of a Mitigation Strategy and Master Plan (MSMP) is to document all of the current mitigation projects, develop or update local mitigation strategies that result in greater disaster resiliency, identify future mitigation projects that support those strategies, identify potential funding sources, and to construct implementation plans for those projects. Although these actions are currently taking place at the department level within the City, there is a greater need of a collaborative and coordinated planning effort for the City as well as a more effective integration with County-level mitigation efforts.

REVIEWED BY CITY MANAGER:

LIST OF ATTACHMENTS:

Ordinance

FIRST READING August 4, 2015

SECOND READING August 18, 2015

ORDINANCE NO. 5954

AN ORDINANCE ENACTING A SUPPLEMENTAL BUDGET AND APPROPRIATION TO THE 2015 LOVELAND FIRE AND RESCUE AUTHORITY BUDGET FOR THE MITIGATION STRATEGY AND MASTER PLAN

WHEREAS, the City was recently awarded a grant a Community Development Block Grant – Disaster Recovery (CDBG-DR) federal planning grant to develop strategies to reduce the effects of disasters and to recover from and adapt to disasters (“Mitigation Strategy and Master Plan”); and

WHEREAS, the City has received and/or reserved funds not anticipated or appropriated at the time of the adoption of the 2015 Loveland Fire and Rescue Authority (LFRA) budget for development of the Mitigation Strategy and Master Plan; and

WHEREAS, the City Council desires to authorize the expenditure of these funds by enacting a supplemental budget and appropriation to the 2015 LFRA budget for the Mitigation Strategy and Master Plan, as authorized by Section 11-6(a) of the Loveland City Charter.

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

Section 1. That revenues in the amount of \$165,000 from a federal grant in the Loveland Fire & Rescue Authority Fund are available for appropriation. Revenues in the total amount of \$165,000 are hereby appropriated for the Mitigation Strategy and Master Plan. The spending agencies and funds that shall be spending the monies supplementally budgeted and appropriated are as follows:

**Supplemental Budget
Loveland Fire and Rescue Authority Fund 604**

Revenues

604-22-227-1600-3200 CDBG-DR FIRE Federal Grants 165,000

Total Revenue

165,000

Appropriations

604-22-227-1600-43899 CDBG-DR FIRE Other Services 165,000

Total Appropriations

165,000

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

ADOPTED this 18th day of August, 2015.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

Approved as to form:



Teresa Ablao
Assistant City Attorney

Ordinance # 5954

I, Teresa G. Andrews, City Clerk of the City of Loveland, Colorado, hereby certify that the above and foregoing Ordinance was introduced at a regular (or special) meeting of the city Council, held on August 4, 2015 and was initially published in the Loveland Daily Reporter-Herald, a newspaper published within the city limits, in full on August 8, 2015 and by title except for parts thereof which were amended after such initial publication which parts were published in full in said newspaper on August 22, 2015.

City Clerk

Effective Date: September 1, 2015



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: 8/18/2015
TO: City Council
FROM: Greg George, Development Services
PRESENTER: Alan Krcmarik, Executive Legal Advisor

TITLE:

An Ordinance Enacting a Supplemental Budget and Appropriation to the 2015 Loveland Urban Renewal Authority Budget for the Façade Grant Program in the Downtown Project Area

RECOMMENDED CITY COUNCIL ACTION:

Approve the ordinance on second reading.

OPTIONS:

1. Adopt the action as recommended.
2. Deny the action. Under Colorado Urban Renewal Law, there must be a debt obligation to use TIF funds. If the City has not created an obligation, the funds must be returned to the School District, Larimer County, Water Conservation District, etc. and the purpose of the URA would be defeated.
3. Adopt a modified action.
4. Refer back to staff for further development and consideration.

SUMMARY:

This is an administrative action to adopt an ordinance on second reading to appropriate \$76,130 received through the Downtown URA property tax increment to continue the Façade Grant Program. This appropriation commits TIF money to the façade program for 2015 to assist in improving the condition and appearance of downtown buildings by incentivizing façade improvements. On August 4, 2015, the City Council unanimously approved this ordinance on first reading.

BUDGET IMPACT:

- Positive
 Negative
 Neutral or negligible

Funding is from the available fund balance from the property tax increment. The purpose of the program is to encourage investment and help create a more vibrant, attractive downtown, thereby increasing property tax values.

BACKGROUND:

Through the Façade Improvement Program, property owners are encouraged to make significant visible improvements to their property, enhancing the visual appeal of downtown. Creating a more vibrant, attractive downtown furthers the City's goal of attracting new businesses and improving

economic conditions. These grants are also intended to preserve the unique character of downtown's historic buildings by providing leverage to private investment and historic preservation monies.

According to Colorado Urban Renewal Law, municipalities must create a debt obligation to use TIF funds. If the City has not created an obligation, the TIF funds must be returned to the entities which would have received them in the first place. This includes the School District, Larimer County, the City, the Water Conservation District, the General Improvement District, and the Pest Control District. In other words, if the City has not obligated the funds to a project, they are redistributed elsewhere. Were this to happen, the purpose of the URA would be defeated.

It is anticipated that 2015 will be the final year that the City will manage the Façade Improvement Program. Through the creation of the DDA and if the TABOR vote is approved by the electors in November, the existing downtown Urban Renewal Authority would be discontinued and would terminate at the end of this year. It is expected that there would be some TIF that would accrue through the DDA for collections in 2016. Under the terms of the Loveland Downtown Partnership's Services Agreement with the City, the Loveland Downtown Partnership will be taking over the responsibilities of administering the Façade Improvement Program.

REVIEWED BY CITY MANAGER:



LIST OF ATTACHMENTS:

Ordinance

FIRST READING August 4, 2015

SECOND READING August 18, 2015

ORDINANCE NO. 5955

AN ORDINANCE ENACTING A SUPPLEMENTAL BUDGET AND APPROPRIATION TO THE 2015 LOVELAND URBAN RENEWAL AUTHORITY BUDGET FOR THE FAÇADE GRANT PROGRAM

WHEREAS, the Loveland Urban Renewal Authority has reserved funds not anticipated or appropriated at the time of the adoption of the 2015 Loveland Urban Renewal Authority budget for the Façade Grant Program in the Downtown Project area; and

WHEREAS, the City Council desires to authorize the expenditure of these funds by enacting a supplemental budget and appropriation to the 2015 Loveland Urban Renewal Authority budget for the Façade Grant Program in the Downtown Project area, 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 \$76,130 from fund balance in the Loveland Urban Renewal Authority Fund are available for appropriation. Revenues in the total amount of \$76,130 are hereby appropriated to the 2015 City budget for the Façade Grant Program in the Downtown Project area. The spending agencies and funds that shall be spending the monies supplementally budgeted and appropriated are as follows:

**Supplemental Budget
Loveland Urban Renewal Authority Fund 603**

Revenues		
Fund Balance		76,130
Total Revenue		76,130
Appropriations		
603-80-873-0000-43840	Grants	76,130
Total Appropriations		76,130

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 18th day of August, 2015.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



City Attorney

Ordinance # 5955

I, Teresa G. Andrews, City Clerk of the City of Loveland, Colorado, hereby certify that the above and foregoing Ordinance was introduced at a regular (or special) meeting of the city Council, held on August 4, 2015 and was initially published in the Loveland Daily Reporter-Herald, a newspaper published within the city limits, in full on August 8, 2015 and by title except for parts thereof which were amended after such initial publication which parts were published in full in said newspaper on August 22, 2015.

City Clerk

Effective Date: September 1, 2015



CITY OF LOVELAND
FINANCE DEPARTMENT

Civic Center • 500 East Third • Loveland, Colorado 80537
(970) 962-2318 • FAX (970) 962-2918 • TDD (970) 962-2620

AGENDA ITEM: 5
MEETING DATE: 8/18/2015
TO: City Council
FROM: Brent Worthington, Finance Department
PRESENTER: Brent Worthington, Finance Director

TITLE:

An Ordinance Enacting A Supplemental Budget And Appropriation To The 2015 City Of Loveland Budget For Phase I Of The Cemetery Maintenance Shop

RECOMMENDED CITY COUNCIL ACTION:

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

OPTIONS:

1. Adopt the action as recommended.
2. Deny the action which will prolong correcting safety/ADA concerns at both the cemetery and planned park locations.
3. Adopt a modified action. (specify in the motion)
4. Refer back to staff for further development and consideration.

SUMMARY:

This is an administrative action. The ordinance would appropriate a total of \$118,000 to the 2015 City of Loveland Budget for the design of a replacement Cemetery Maintenance Shop/Office to address safety, ADA and customer service needs at the Loveland Burial Park and Lakeside Cemetery.

BUDGET IMPACT:

- Positive
 Negative
 Neutral or negligible

This appropriation will increase the total appropriation for the City's General Fund. The Unassigned Fund Balance, after this appropriation, will total \$5,079,711.

BACKGROUND:

This supplemental appropriation is to request funding for Phase I of the Cemetery Maintenance Building and Office to address safety, ADA and customer service concerns. A project to repair and renovate the Cemetery Maintenance Shop/Office was included in the 2015 Capital Program, to commence in 2016. However, the 2016 amount included \$118,000 for project design that was intended to be performed in 2015. Total project funding has remained consistent with the Capital Plan.

REVIEWED BY CITY MANAGER:

William D. Casill

LIST OF ATTACHMENTS:

Ordinance

FIRST READING August 18, 2015

SECOND READING _____

ORDINANCE NO. _____

AN ORDINANCE ENACTING A SUPPLEMENTAL BUDGET AND APPROPRIATION TO THE 2015 CITY OF LOVELAND BUDGET FOR PHASE I OF THE CEMETERY MAINTENANCE SHOP

WHEREAS, the City has reserved funds not anticipated or appropriated at the time of the adoption of the 2015 City budget for phase I of the Cemetery Maintenance Shop; 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 phase I of the Cemetery Maintenance Shop, 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. Reserves in the amount of \$118,000 from fund balance in the General Fund are available for appropriation. Such revenues in the total amount of \$118,000 are hereby appropriated to the 2015 City budget for funding of phase I of the Cemetery Maintenance Shop. 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	118,000
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Total Revenue	118,000
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Appropriations

100-91-999-0000-47120	Trf to Capital Projects	118,000
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Total Appropriations	118,000
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**Supplemental Budget
Capital Projects Fund 120**

Revenues

120-00-000-0000-37100	Transfers From General Fund	118,000
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Total Revenue	118,000
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Appropriations

120-51-568-0000-49355	PKCemeterySp Design/Architect	118,000
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Total Appropriations	118,000
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Section 2. That as provided in City Charter Section 4-9(a)(7), this Ordinance shall be published by title only by the City Clerk after adoption on second reading unless the Ordinance has been amended since first reading in which case the Ordinance shall be published in full or the amendments shall be published in full.

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

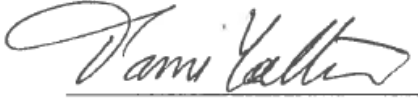
ADOPTED this ____ day of September, 2015.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

A handwritten signature in cursive script, appearing to read "Tami Yalter". The signature is written in black ink and is positioned above a horizontal line.

City Attorney



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: 6
MEETING DATE: 8/18/2015
TO: City Council
FROM: Betsy Hale, Economic Development
PRESENTER: Alan Krcmarik, Executive Fiscal Advisor

TITLE:

An Ordinance Excluding Three Residential Properties from the Boundaries of the Loveland Downtown Development Authority (The "DDA")

RECOMMENDED CITY COUNCIL ACTION:

Conduct a Public Hearing and approve the ordinance on first reading.

OPTIONS:

1. Adopt the action as recommended.
2. Deny the action. If the action is denied the legal description for the DDA boundaries will be incorrect.
3. Adopt a modified action. (specify in the motion)
4. Refer back to staff for further development and consideration. The accuracy of the legal description impacts the November DDA election.

SUMMARY:

This is a legislative item. Ordinance #5927, approved by City Council on second reading April 7, 2015, established the Loveland Downtown Development Authority (DDA) and established the legal description of the DDA boundaries. The Larimer County Assessor's Office identified three residential parcels that were split by the DDA Boundary. As only one tax area can be assigned to a single parcel, the DDA boundary needs to be expanded to include the entire parcels or exclude the parcels out of the DDA legal description. The property owners of the affected parcels declined the option to include their property into the DDA boundaries. Approval of this action would exclude the three residential properties from the legal description of the DDA boundaries.

BUDGET IMPACT:

- Positive
 Negative
 Neutral or negligible

BACKGROUND:

On February 10, 2015 an election was held to determine if downtown residents, property owners, business operators and other eligible persons supported the formation of a Downtown Development Authority. The voters approved the establishment of such an entity. City Council approved Ordinance #5927 on second reading April 7, 2015 formally establishing the Loveland Downtown Development Authority and setting the legal description of the DDA boundaries.

Following a review of the boundaries of the DDA, the Larimer County Assessor Office notified staff that the boundary line splits three different residential parcels. In each case, half of the parcel is inside the boundary and half outside. Not more than one tax area can be assigned to a single parcel. CRS 31-25-822 provides the requirements to petition for inclusion of additional property into the DDA. City staff contacted each owner of the affected parcels providing the option of filing a petition to include the entire parcel in the DDA boundary. The owners declined this option, therefore the three residential parcels must be excluded from the legal description.

REVIEWED BY CITY MANAGER:

William D. Cahill

LIST OF ATTACHMENTS:

1. Exhibit A. Map of Three Parcels
2. Ordinance

FIRST READING: August 18, 2015

SECOND READING: _____

ORDINANCE NO. _____

**AN ORDINANCE EXCLUDING THREE RESIDENTIAL PROPERTIES
FROM THE BOUNDARIES OF THE LOVELAND
DOWNTOWN DEVELOPMENT AUTHORITY (THE “DDA”)**

WHEREAS, by Ordinance No. 5906 and Resolution No. #R-82-2014 of the City of Loveland, Colorado (“City”) and pursuant to Section 31-25-804, C.R.S, the City Council of the City (“City Council”) called a special election of the qualified electors of the proposed DDA for the consideration of the ballot question concerning the establishment of the DDA; and

WHEREAS, on February 10, 2015, qualified electors of the DDA, as defined in Title 31, Article 25, Part 8, C.R.S. (“DDA Act”) approved the ballot question creating the Loveland Downtown Development Authority and establishing the DDA boundaries; and

WHEREAS, a portion of each of three different residential properties, was included in the DDA boundaries, with the remainder of each of such properties inadvertently being left outside the DDA boundaries; and

WHEREAS, the Larimer County Assessor has advised the City that it cannot assign more than one tax district to a single property; and

WHEREAS, the City Council desires to exclude from the DDA boundaries those portions of such properties presently included therein.

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

Section 1. That pursuant to the authority granted in the DDA Act, City Council hereby excludes the following three parcels of real property in Loveland, Colorado, from the DDA boundaries:

Parcel Number: 95132-09-009
Legal: N 1/2 OF LOT 8, ALL OF LOTS 9 & 10 & S 75 FT OF LOTS 20 & 21,
BLK 5, LOVELAND HTS, LOV

Parcel Number: 95132-12-007
Legal: COM AT A PT 185 FT N OF SW COR OF BLK 1, MCKEE, LOV; TH E
140 FT TO ALLEY; TH N ALG ALLEY TO N BANK OF BIG LATERAL
DITCH; TH NWRLY ALG N BANK OF DITCH TO W LN OF BLK S 65.2 FT
M/L TO BEG, ALSO E 20 FT OF LOT 6, BLK 1, MCKEE ADDN, LOV, EXC S
5 FT THEREOF

Parcel Number: 95132-21-013
 Legal: LOTS 13 THRU 17 & 5 FT OF VAC ALLEY ADJ SD LOTS 14 & 15 ON
 S, BLK 2, MCKEE, LOV

Section 2. That the amended boundaries of the DDA, after the exclusion authorized in Section 1 above, are set forth on Exhibit A attached hereto and incorporated herein by this reference.

Section 3. That the Plan of Development is hereby amended by the City Council to delete the legal description of the boundaries of the DDA set forth therein, and to substitute therefor the legal description referred to in Section 2 above of this Ordinance.

Section 4. That the exclusion of the above-referenced properties from the DDA boundaries is determined to be a minor modification to the DDA Plan of Development for the following reasons:

- (i) The City has not received any petitions for inclusion of the omitted portions of the three residential properties into the DDA;
- (ii) The City has not incurred any debt on behalf of the DDA; and
- (iii) The exclusion of portions of three residential properties from the DDA boundaries will have a de minimus effect on the financial condition and operation of the DDA.

Section 5. Severability. That if any clause, sentence, paragraph, or part of this Ordinance or the application thereof to any person or circumstances shall for any reason be adjudged by a court of competent jurisdiction invalid, such judgment shall not affect the remaining provisions of this Ordinance.

Section 6. Safety Clause. That the City Council finds and declares that this Ordinance is promulgated and adopted for the public health, safety and welfare and this Resolution bears a rational relation to the legislative object sought to be obtained.

Section 7. That as provided in City Charter Section 4-9(a)(7), this Ordinance shall be published by title only by the City Clerk after adoption on second reading unless the Ordinance has been amended since first reading in which case the Ordinance shall be published in full or the amendments shall be published in full. This Ordinance shall be in full force and effect ten (10) days after its final publication as provided in the City Charter Section 4-8(b).

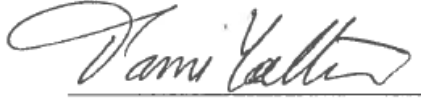
ADOPTED this _____ day of September, 2015.

Cecil A. Gutierrez, Mayor

ATTEST:

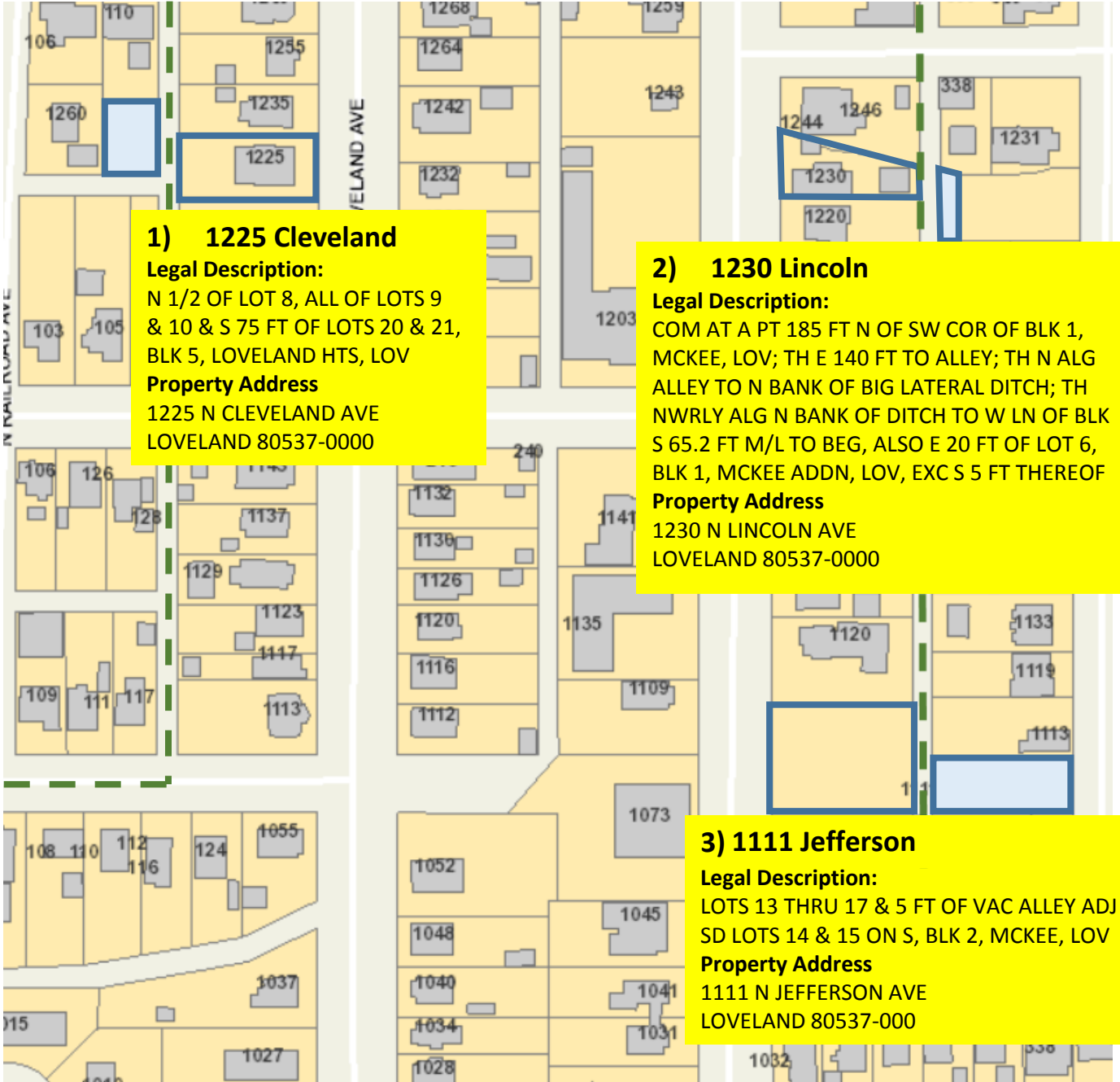
City Clerk

APPROVED AS TO FORM:

A handwritten signature in cursive script, appearing to read "Tami Yalton", written over a horizontal line.

City Attorney

Exhibit A. Map of Three Parcels “Split” by the legal description of the Loveland Downtown Development Authority Boundary



1) 1225 Cleveland
Legal Description:
N 1/2 OF LOT 8, ALL OF LOTS 9 & 10 & S 75 FT OF LOTS 20 & 21, BLK 5, LOVELAND HTS, LOV
Property Address
1225 N CLEVELAND AVE
LOVELAND 80537-0000

2) 1230 Lincoln
Legal Description:
COM AT A PT 185 FT N OF SW COR OF BLK 1, MCKEE, LOV; TH E 140 FT TO ALLEY; TH N ALG ALLEY TO N BANK OF BIG LATERAL DITCH; TH NWRLY ALG N BANK OF DITCH TO W LN OF BLK S 65.2 FT M/L TO BEG, ALSO E 20 FT OF LOT 6, BLK 1, MCKEE ADDN, LOV, EXC S 5 FT THEREOF
Property Address
1230 N LINCOLN AVE
LOVELAND 80537-0000

3) 1111 Jefferson
Legal Description:
LOTS 13 THRU 17 & 5 FT OF VAC ALLEY ADJ SD LOTS 14 & 15 ON S, BLK 2, MCKEE, LOV
Property Address
1111 N JEFFERSON AVE
LOVELAND 80537-000



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

AGENDA ITEM: 7
MEETING DATE: 8/18/2015
TO: City Council
FROM: Julia Holland, Human Resources Director
PRESENTER: Julia Holland, Human Resources Director

TITLE:

A Resolution of the Loveland City Council Regarding the Compensation of the City Attorney

RECOMMENDED CITY COUNCIL ACTION:

Adopt resolution and include motion for compensation change.

OPTIONS:

1. Adopt the action as recommended.
2. Deny the action.
3. Adopt a modified action.
4. Refer back to staff for further development and consideration.

SUMMARY:

This is an administrative action regarding compensation for the City Attorney as a result of the six month evaluation.

BUDGET IMPACT:

- Positive
 Negative
 Neutral or negligible

There is sufficient budget within the City Attorney's Department to cover recommended compensation change.

BACKGROUND:

On August 3, 2015, Council conducted the City Attorney's six month evaluation. As a result, Council directed staff to provide a Resolution for an increase to the City Attorney's base salary of two and a half percent (2.5%).

REVIEWED BY CITY MANAGER:

William D. Cavill

LIST OF ATTACHMENTS:

Resolution

RESOLUTION #R-48-2015

**A RESOLUTION OF THE LOVELAND CITY
COUNCIL REGARDING THE COMPENSATION
OF THE CITY ATTORNEY**

WHEREAS, on November 18, 2014, the City of Loveland (the “City”) and Tami Yellico entered into an Agreement appointing Tami Yellico (“Yellico”) as Loveland’s City Attorney effective January 5, 2015 (the “Agreement”); and

WHEREAS, on August 3, 2015, pursuant to the terms of the Agreement, the Loveland City Council (“City Council”) conducted its six-month evaluation of Yellico; and

WHEREAS, pursuant to such evaluation City Council desires to increase Yellico’s compensation.

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

Section 1. Yellico’s compensation for 2015 shall be increased by two and one-half percent (2.5%) of Yellico’s current annual base salary effective July 5, 2015.

Section 2. Except as amended by this Resolution Yellico’s compensation and benefits as set forth in the Agreement shall remain unchanged and in full force and effect.

Section 3. The Agreement, as amended by this Resolution is hereby reaffirmed and ratified.

Section 4. Adequate cash reserves have been and shall be placed irrevocably in the City budget to be held for any severance payment made necessary pursuant to the terms of the Agreement.

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

ADOPTED this 18th day of August, 2015.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:


Assistant City Attorney

A RESOLUTION OF THE LOVELAND CITY COUNCIL REGARDING THE COMPENSATION OF THE CITY ATTORNEY 2015



CITY OF LOVELAND
CITY CLERKS OFFICE

Civic Center • 500 East Third • Loveland, Colorado 80537
(970) 962-2322 • FAX (970) 962-2901 • TDD (970) 962-2620

AGENDA ITEM: 8
MEETING DATE: 8/18/2015
TO: City Council
FROM: Terry Andrews, City Clerk
PRESENTER: Terry Andrews

TITLE:

A Resolution approving and authorizing the execution of an Intergovernmental agreement between the City of Loveland and the Larimer County Clerk and Recorder concerning the coordinated mail ballot election to be held on November 3, 2015

RECOMMENDED CITY COUNCIL ACTION:

Approve the resolution

OPTIONS:

1. Approve the resolution to ensure the November 3, 2015 is conducted as a coordinated election with Larimer County.
2. Denial of the IGA will prohibit the City from coordinating with the County for the November 3, 2015 regular election.

SUMMARY:

This is an administrative action to adopt a resolution authorizing the execution of an agreement between the City of Loveland and the Larimer County Clerk and Recorder concerning the coordinated election to be held on November 3, 2015.

BUDGET IMPACT:

- Positive
 Negative
 Neutral or negligible

BACKGROUND:

On July 21, 2015, City Council adopted Resolution #R-39-2015 authorizing the City Clerk to notify the Larimer County Clerk and Recorder ("County Clerk") of the City's intention to participate in the November 3, 2015 election and to coordinate the City's participation in that election with the County Clerk.

The County Clerk has presented the City with an "Agreement Concerning Election Services", a copy of which is attached as Exhibit "A" to the proposed Resolution ("the Election Agreement"). CRS Section 1-7-116(2) provides that when the County Clerk is conducting a coordinated election with a municipality, the County Clerk is required to enter into an agreement with that municipality concerning the conduct of the election. Therefore, in order for the City to participate in a coordinated election with the County Clerk on November 3, 2015, it is necessary for the City to

enter into the Election Agreement. The estimated costs include conduct of the election as well as production and distribution of the Downtown Development Authority (DDA) TABOR notice.

REVIEWED BY CITY MANAGER:



LIST OF ATTACHMENTS:

Resolution

RESOLUTION #R-49-2015**A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF LOVELAND AND THE LARIMER COUNTY CLERK AND RECORDER CONCERNING THE COORDINATED MAIL BALLOT ELECTION TO BE HELD ON NOVEMBER 3, 2015**

WHEREAS, on July 21, 2015, the Loveland City Council adopted Resolution #R-39-2015 authorizing the Loveland City Clerk (“City Clerk”) to notify the Larimer County Clerk and Recorder (“County Clerk”) of the City of Loveland’s intention to participate in the November 3, 2015, election and to coordinate the City’s participation in that election with the County Clerk; and

WHEREAS, on July 21, 2015, the City Council adopted on second reading Ordinance No. 5950 authorizing that the City’s November 3, 2015, regular municipal election be governed by the Colorado Uniform Election Code of 1992 to the extent necessary in order to conduct the election as a coordinated election with the County Clerk held on November 3, 2015; and

WHEREAS, C.R.S. §1-7-116(2) of the Uniform Election Code provides that when the County Clerk is conducting a coordinated election with a municipality, the County Clerk is required to enter into an agreement with that municipality concerning the conduct of that election; and

WHEREAS, the County Clerk has presented to the City an “Intergovernmental Agreement For Coordinated Election,” a copy of which is attached hereto as **Exhibit “A”** and incorporated by reference (“the Election Agreement”); and

WHEREAS, in order for the City to participate in the coordinated election with the County Clerk, it is therefore necessary for the City to enter into the Election Agreement.

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

Section 1. The Election Agreement is hereby approved and the Mayor is authorized to enter into it on behalf of the City.

Section 2. The City Clerk shall comply with the provisions of the Election Agreement and shall act as the City’s designated local election official in all matters related to the November 3, 2015, regular municipal election. The City Clerk shall also comply with the applicable provisions of the City Charter, of the Municipal Election Code of 1965 and, to the extent required by Ordinance No. 5950, with the applicable provisions of the Uniform Election Code of 1992 in conducting the November 3, 2015, regular municipal election as a coordinated mail ballot election with the County Clerk.

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

SIGNED this 18th day of August, 2015.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



Assistant City Attorney

INTERGOVERNMENTAL AGREEMENT FOR GENERAL ELECTION

This Intergovernmental Agreement ("Agreement") is entered into by and between the Larimer County Clerk and Recorder ("County Clerk") and City of Loveland ("Entity"). This Agreement is made effective upon the signature of the Entity and the County Clerk.

Amendments or strikethroughs to this agreement are not allowed without consent of the County Clerk.

Pursuant to C.R.S. §1-7-116(2), an agreement concerning the preparation, conduct and actual cost of a coordinated Election is required. This Agreement shall be signed no later than August 25, 2015.

WITNESSETH

WHEREAS, pursuant to C.R.S. §1-7-116(2), as amended, the County Clerk and the Entity shall enter into an agreement for the administration of their respective duties concerning the conduct of the Coordinated Election to be held on November 3, 2015, ("Election"); and

WHEREAS, the County Clerk and the Entity are authorized to conduct elections as provided by law; and

WHEREAS, the County Clerk will conduct the Election as a "Mail Ballot Election" as such term is defined in the Uniform Election Code of 1992, C.R.S. Title 1, as amended ("Code") and the current Colorado Secretary of State Election Rules, as amended ("Rules"); and

WHEREAS, the Entity has certain ballot race(s), ballot question(s) and/or ballot issue(s) to present to its eligible electors and shall participate in this Election.

NOW, THEREFORE, for and in consideration of the promises herein contained, the sufficiency of which is hereby acknowledged, the County Clerk and the Entity agree as follows:

**ARTICLE I
PURPOSE AND GENERAL MATTERS**

A. Goal.

The purpose of this Agreement is to set forth the respective tasks in order to conduct the Election and to allocate the cost thereof.

B. Coordinated Election Official.

The County Clerk shall act as the "Coordinated Election Official" ("CEO") in accordance with the Code and Rules and shall conduct the Election for the Entity.

The County Clerk designates Doreen Bellfy, whose telephone number is 970.498.7941, to act as the primary liaison ("Contact Officer") between the County Clerk and the Entity. The Contact Officer shall act under the authority of the County Clerk and shall have primary responsibility for the coordination of the Election with the Entity.

C. Designated Election Official.

The Entity designates Jerry Andrews as its "Designated Election Official" ("DEO"), whose phone is 970-962-2717, cell is 303 651 1057, email is Jerry.A Andrews @ City of Loveland, CO and fax is 970-962-2901, to act as primary liaison between the Entity and the Contact Officer. The DEO shall have primary responsibility for Election procedures to be handled by the Entity. The DEO shall act as the Designated Election Official in accordance with the Code and Rules. The DEO shall be readily available and accessible during regular business hours, and at other times when notified by the Contact Officer in advance, for the purposes of consultation and decision-making on behalf of the Entity. In addition, the DEO is responsible for receiving and timely responding to inquiries made by its voters or others interested in the Entity's election.

D. Jurisdictional Limitation.

The Entity encompasses territory within Larimer County, Colorado. This Agreement shall be construed to apply only to that area of the Entity situated within Larimer County.

E. Term.

The term of this Agreement shall be through December 31, 2015, and shall apply only to the 2015 Coordinated Election.

**ARTICLE II
DUTIES OF THE COUNTY CLERK**

A. Voter Registration.

Supervise, administer and provide necessary facilities and forms for all regular voter registration sites.

B. Ballot Preparation.

1. Lay out the text of the ballot in a format that complies with Code and Rules. To avoid ballot space issues, the County Clerk requests each ballot question and ballot issue be not more than 250 words.
2. The County Clerk will assign the letter and/or number of the Entity's ballot question(s) or ballot issue(s) which will appear on the ballot, and provide this assignment to the Entity.

Sign on the line provided below to indicate acknowledgement.

Ausa G. Andrews
Signature



3. Provide ballot printing layouts and text for the Entity's review and signature. If the Entity fails to provide approval by the required deadline, the content is to be considered approved.
4. Certify the ballot content to the printer(s).
5. Contract for ballots.

C. Voter Lists.

Upon request of the Entity, create and certify a list of registered voters containing the names and addresses of each elector registered to vote in the Entity.

D. Property Owners. (Elections conducted under C.R.S. Title 32-Special Districts)

1. Mail affidavits to all property owners within the Entity as stipulated in the "Duties of the Entity", Section G, Page 7.
2. Provide mail ballot packets to all eligible property owners who are registered to vote at the eligible property address or who return completed and signed affidavits and are registered electors of the State of Colorado.

E. Election Judges.

Appoint and compensate a sufficient number of election judges to conduct the Election.

F. Mail Ballot.

1. Provide that mail ballot packets be mailed to every active registered elector and that the Election be conducted in accordance with C.R.S. Title 1, Article 7.5.
2. Establish drop-off locations in accordance with C.R.S. §1-5-102.9(4) for the purposes of allowing electors to drop-off their completed mail ballots.

G. Voter Service and Polling Center (VSPC) sites.

1. Establish VSPCs in accordance with C.R.S. §1-5-102.9, coordinate location and operation of the VSPC sites and conduct all accessibility site surveys.
2. Obtain and provide all ballots and supplies necessary for mail and accessible voting; including replacement ballots and affidavits and ballots for property owners who are registered voters in another Colorado county.
3. Provide all necessary equipment, forms and supplies to conduct the Election, including electronic voting equipment.
4. Provide all necessary Election personnel to conduct the Election.

H. Voting Jurisdiction.

Provide the Entity a street locator file no later than July 29, 2015, which lists the street addresses located in the Entity within the statewide voter registration system.

I. Election Day Preparation.

1. Provide, no later than twenty days before the Election, notice by publication of a mail ballot election in accordance with C.R.S. §1-7.5-107(2.5). Such notice shall satisfy the publication requirement for all entities participating in the election pursuant to C.R.S. §1-5-205(1.4).
2. Prepare and conduct pre-election logic and accuracy testing in accordance with C.R.S. §1-7-509 and Rules.
3. Provide necessary electronic voting equipment together with personnel and related computer equipment for pre-election logic and accuracy testing and Election Day needs.
4. Prepare and conduct post-election audit of voting equipment and vote-counting equipment in accordance with C.R.S. §1-7-509 and Rules.

J. TABOR Notice.

1. Coordinate the printing and labeling of the TABOR notice and mail it to all registered voters within the Entity not less than thirty days prior to the Election in compliance with Article X Section 20 of the Colorado Constitution and any applicable Code and Rules.
- *2. The Entity will be responsible for mailing the TABOR notice to each address of one or more active registered electors who do not reside within Larimer County.
3. Charge the Entity for all expenses associated with printing, labeling and mailing (postage) for the TABOR notice. Said expenses shall be prorated among all Entities participating in the TABOR notice. Such proration shall be based, in part, upon the number of addresses where one or more active registered voters of the Entity reside.
4. The County Clerk shall determine the least cost method for mailing the TABOR notice and address the TABOR notice to "All Registered Voters" at each address in Larimer County where one or more active registered voters of the Entity reside.
5. Nothing herein shall preclude the County Clerk from sending the TABOR Notice of the Entity to persons in addition to the electors of the Entity, if such sending arises from the County Clerk's efforts to mail the TABOR Notice at the least cost.

K. Counting Ballots.

1. Conduct and oversee the ballot counting process and report the results by Entity.
2. Establish backup procedures and backup sites for ballot counting should counting equipment and/or building facilities fail. In such event, counting procedures will be moved to a predetermined site.

L. Certifying Results.

1. Appoint, instruct and oversee the Board of Canvassers.
2. Certify the results of the Entity's Election within the time required by law and provide the Entity with a copy of all Election statements and certificates required under Code.
3. If a recount is called for, conduct a recount in accordance with Code.

M. Recordkeeping.

1. Pursuant to C.R.S. §1-7-802, store all Election records as required.
2. Keep an accurate account of all Election costs.

N. No Expansion of Duties.

Nothing contained in this Agreement is intended to expand the duties of the County Clerk beyond those set forth in Code or Rules.

ARTICLE III DUTIES OF THE ENTITY

A. Authority.

Provide the County Clerk with a copy of the ordinance or resolution stating that the Entity will participate in the Election in accordance with the terms and conditions of this Agreement. The ordinance or resolution shall further authorize the presiding officer of the Entity or other designated person to execute this Agreement.

B. Call and Notice.

1. Publish all notices relative to the Election which Entity is required to provide pursuant to Code, Rules, the Entity's Charter and any other statute, rule or regulation.
- *2. Entities shall be responsible for mailing the required ballot issue notice to each address of one or more active registered electors who do not reside within Larimer County or counties where the Entity is located in accordance with C.R.S. §1-7-906(2).

C. Voting Jurisdiction.

1. In addition to the ballot certification, on September 4, 2015, the City of Loveland shall certify a voter list of registered electors, qualified electors, and natural persons, whom are eligible to receive ballots regarding the Downtown Development Authority Ballot Issue. This list will contain a date, the names, residence addresses and mailing addresses of each voter.
- *2. Beginning on September 8, 2015, and for each business day thereafter until the day of election, the City of Loveland shall certify a supplemental voter list of registered electors, qualified electors, and natural persons, whom are eligible to receive ballots regarding the Downtown Development Authority Ballot Issue. These supplemental lists shall contain the date, the names, residence addresses, and mailing addresses of each voter. If there is a day(s) for which there are no supplemental names to report, Loveland shall still send a list that contains the date and states "There is no supplemental list for this date".
3. Review the information contained in the street locator file and certify its accuracy, as well as any changes, additions or deletions to the file. In order for the County Clerk to provide correct ballots to the electors, it is critical that the information contained in the Entity's locator file be reviewed and verified for accuracy by the Entity. It is the Entity's responsibility to ensure that the information contained in the street locator file is an accurate representation of the street's contained within the Entity's legal boundaries.
4. The certification of the street locator file shall be made to the County Clerk no later than August 7, 2015, at 5:00 p.m. In the event there are revisions needed, revisions will be made by the County Clerk.

A final certification will be required to the County Clerk no later than August 14, 2015, at 5:00 p.m. If the certification is not provided by the date specified herein, the Entity may not participate in the Election.

5. Any proposed Entity not already identified by a tax authority code in the County Assessor's records, shall provide the County Clerk with a certified legal description, map and locator, identifying all "high/low" ranges for street addresses within the proposed Entity, no later than August 7, 2015, at 5:00 p.m.

- 6. Once the information has been entered in the statewide voter registration system, the DEO shall review the information contained in the street locator file and shall certify to the County Clerk its accuracy, no later than August 17, 2015.

D. Petitions, Preparation and Verification.

Perform all responsibilities required to certify any candidate or initiative petition to the ballot.

E. Ballot Preparation.

- 1. Be solely responsible for determining whether a ballot race, ballot question, or ballot issue is properly placed before the voters.

Prepare a list of candidates and the ballot title and text for each ballot question and ballot issue. To avoid space issues on the ballot, the County Clerk requests each ballot question and issue be not more than 250 words.

Each ballot issue or ballot question submitted shall be followed by the words "yes/for" and "no/against".

Sign on the line provided below to indicate acknowledgement.

Lessa S. Andrews
Signature



- 2. Pursuant to C.R.S. §1-5-203(3)(a), provide a certified copy of the ballot content (race(s), question(s) and issue(s)) to the County Clerk as an email attachment to elections@co.larimer.co.us or on compact disc (650 MB or higher), at the earliest possible time and in any event no later than sixty days before the election, September 4, 2015, at 5:00 p.m.,

The ballot content must be certified exactly in the order in which it is to be printed on the ballot pages and sample ballots in the following format:

Microsoft Word '97 or a version of Microsoft Word able to be converted to Microsoft Word '97
Font Type: Arial
Font Size: 8 point
Justification: Left
All Margins: 0.5 inches

- 3. The certified list of ballot race(s), ballot question(s) and/or ballot issue(s) submitted by the Entity shall be final.
- 4. Proofread and approve the Entity's ballot content for printing within one business day of receipt from the County Clerk. The Entity shall provide an email address and designate a person to be available for proofing and approving ballot content for printing.

Due to time constraints, the Entity must provide contact information for someone who is available from 8:00 a.m. to 10:00 p.m. from September 4, 2015, until September 16, 2015, or until final approval of printing of ballots has been reached. The County Clerk agrees to keep all contact personnel informed of ballot printing status. The Entity has designated Terry Andrews

whose phone is 970-962-2917, cell is 303-651-1057, email is terry.andrews@cityofhoulton.org and fax is 970-962-2901.

- 5. Once approval has been received, the County Clerk will not make any changes to the ballot content. If the Entity fails to provide approval by the required deadline, the content will be considered approved.

- 6. It is the responsibility of the Entity to ensure an audio pronunciation is provided for each candidate as it is certified to the County Clerk no later than September 4, 2015. See Exhibit B for details.

Sign on the line provided below to indicate acknowledgement.

Laura S. Andrews

 Signature



- 7. The Entity shall defend and resolve at its sole expense all challenges relative to the ballot race(s), ballot question(s) and/or ballot issue(s) as certified to the County Clerk for inclusion in the Election.

F. Election Participation.

If requested by the County Clerk, provide person(s) to participate and assist in the Election process. The person(s) provided by the Entity must be registered to vote in Larimer County.

G. Property Owners. (Elections conducted under C.R.S. Title 32-Special Districts)

- 1. Notify and provide information and materials to property owners regarding the location(s) which an eligible elector may vote at any VSPC site. C.R.S. §32-1-806, C.R.S. §1-7-104.
- 2. The Entity shall be responsible for obtaining its property owner list(s) from the County Assessor's office in accordance with C.R.S. §1-5-304. The Entity shall provide an initial list of voters who are registered to vote in Colorado and own property within the Entity to the County Clerk no later than October 2, 2015, and will provide a final list of voters who are registered to vote in Colorado and own property within the district to the County Clerk no later than October 14, 2015. The list shall be in the following format:

Excel (.xls/.xlsx) or Text (comma separated .txt) format (Excel is preferred)

Each property owner must be listed as a separate entry

Separate columns with the following information

- Owner Name
- Property Address
- Mailing Address
- Mailing City
- Mailing State
- Mailing Zip

- 3. All property owners contained in the list provided by the Entity will be sent an affidavit that complies with C.R.S. §32-1-806(2). Each eligible elector who resides outside the Entity, but is registered to vote in the State of Colorado, must complete, sign and return the affidavit to the County Clerk. Once the County Clerk receives and verifies the eligibility of the elector sending the affidavit, a ballot packet containing the question(s) or issue(s) certified by the Entity will be mailed to the eligible elector.

Those electors that reside on the property will not be required to complete the affidavit.

H. TABOR Notice.

- 1. For any ballot issue(s) of the Entity that require a TABOR notice, the Entity is responsible for preparing such TABOR notice in compliance with Article X Section 20 of the Colorado Constitution and any pertinent Code and Rules.

2. The Entity shall be solely responsible for timely providing to the County Clerk a complete TABOR notice. The County Clerk shall in no way be responsible for the Entity's compliance with TABOR or the accuracy or sufficiency of any TABOR notice.
3. The process of receiving written comments relating to ballot issue(s) and summarizing such comments, as required by TABOR, is the sole responsibility of the Entity.
4. The Entity shall be solely responsible for the preparation, accuracy, and contents of its TABOR notice(s), if any, and shall submit such notice, including pro and con summaries and fiscal information, to the County Clerk no later than September 22, 2015, at 5:00 p.m., pursuant to C.R.S. §1-7-904. Such notice shall be provided to the County Clerk as an email attachment to elections@co.larimer.co.us or on compact disc (650 MB or higher) in the following format:

Microsoft Word '97 or a version of Microsoft Word able to be converted to Microsoft Word '97
 Font Type: Arial
 Font Size: 8 point
 Justification: Left
 All Margins: 0.5 inches

5. The certified TABOR notice, including all text, summary of comments and fiscal information shall be final.
6. Proofread and approve the Entity's TABOR content for printing. The Entity shall provide an email address and designate a person to be available for proofing and approving TABOR content for printing. Due to time constraints, the Entity must provide contact information for someone who is available from 8:00 a.m. to 10:00 p.m. from September 23, 2015, until October 2, 2015, or until the TABOR notice is mailed. The County Clerk agrees to keep all contact personnel informed of TABOR printing status. The Entity has designated Terry Andrews whose phone is 970-962-2717, cell is Terry Andrews @ cell, email is 303-6511057, terry.andrews@entityflower.org and fax is 970-962-2901.
7. Once approval has been received, the County Clerk will not make any changes to the TABOR content. If the Entity fails to provide approval by the required deadline, the content will be considered approved.
8. Pursuant to C.R.S. §1-7-906(2), the Entity shall be responsible for mailing the TABOR notice to each address of one or more active registered electors who do not reside within Larimer County.

I. Cancellation of Election by the Entity.

If the Entity resolves not to participate in the Election, the Entity shall immediately deliver to the Contact Officer written notice that it is withdrawing one or more ballot questions or ballot issues; provided, however that the Entity may not cancel after the 25th day prior to the Election, October 9, 2015, pursuant to C.R.S. §1-5-208(2).

The Entity shall reimburse the County Clerk for the actual expenses incurred in preparing for the Election. If cancellation occurs after the certification deadline, full election costs may be incurred. The Entity shall provide notice by publication, as defined in Code, of cancellation of the Election and a copy of such notice shall be posted at each voter service and polling center, in the office of the Entity, in the office of the County Clerk, in the office of the DEO, and, if the Entity is a special district, in the office of the Division of Local Government.

ARTICLE IV COSTS

A. Election Costs.

The minimum fee for election services is \$650.00.

1. The Entity's proportional share of costs shall be based on County expenditures relative to the Election and the number of electors per Entity. Costs include, but are not limited to, supplies, printing, postage, legal notices, temporary labor, rentals, and other expenses attributable to the County Clerk's administration of the Election for the Entity. The Entity shall be charged its prorated share of Election costs for any software programs used to count voted ballots as well as pre-election and post-election maintenance and on-site technical support.
2. The Entity affirms that it has sufficient funds available in its approved budget to pay its prorated Election expenses.
3. If it is determined that counting must be moved to an established backup site, the Entity shall be charged its prorated share.
4. The cost of any recount(s) will be charged to the Entity, or if more than one Entity is involved in the recount, the cost will be prorated among the Entities participating in the recount.
5. Upon receipt of the invoice, pay to the County Clerk within thirty days costs in an amount determined in accordance with the formula set forth on Exhibit A. If Exhibit A cannot be completed at the time of the mailing of this Agreement, it will be provided as soon as possible.
6. The Entity shall pay any additional or unique election costs resulting from Entity delays and/or special preparations or cancellations relating to the Entity's participation in the Election.

B. TABOR Costs.

The minimum fee for TABOR services is \$350.00.

The Entity shall pay a prorated amount for the costs to coordinate, label and print the TABOR notice, and for the mailing of the notice. Such proration to be based, in part, on addresses where one or more active registered electors of the Entity reside.

C. Invoice.

The County Clerk shall submit to the Entity an itemized invoice for all costs incurred under this Agreement and the Entity shall remit to the County Clerk the total due upon receipt. Any amount not paid within 30 days after receipt will be subject to an interest charge at the lesser of 1 ½% per month or the highest rate permitted under law.

ARTICLE V MISCELLANEOUS

A. Entire Agreement.

This Agreement and its Exhibits constitute the entire agreement between the parties as to the subject matter hereof and supersede all prior or current agreements, proposals, negotiations, understandings, representations and all other communications, both oral and written.

B. Indemnification.

Each party agrees to be responsible and assume liability for its own wrongful or negligent acts and omissions, and those of its officers, agents and employees to the extent required by law. No term or condition of this Agreement shall be construed or interpreted as a waiver, either express or implied, of the notice requirements, immunities, rights, benefits, defenses, limitations and protections available to Customer under the Colorado Governmental Immunity Act as currently written or hereafter amended.

In the event a court of competent jurisdiction finds the Election for the Entity was void or otherwise fatally defective as a result of the sole breach or failure of the County Clerk to perform in accordance with this Agreement or laws applicable to the Election, the Entity shall be entitled to recover expenses or losses caused by such breach or failure up to the maximum amount paid by the Entity to the County Clerk. The County Clerk shall in no event be liable for any expenses, damages or losses in excess of the amounts paid under this Agreement. This remedy shall be the sole and exclusive remedy for the breach available to the Entity.

C. Conflict of Agreement with Law, Impairment.

Should any provision of this Agreement be determined by a court of competent jurisdiction to be unconstitutional or otherwise null and void, it is the intent of the parties hereto that the remaining provisions of this Agreement shall be of full force and effect.

D. Time of Essence.

Time is of the essence in the performance of this Agreement. The time requirements of Code and Rules shall apply to completion of required tasks.

E. No Third Party Beneficiaries.

Enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the parties, and nothing contained herein shall give or allow any such claim or right of action by any other person or Entity.

F. Governing Law; Jurisdiction & Venue.

This Agreement, the interpretation thereof, and the rights of the parties under it will be governed by, and construed in accordance with, the laws of the State of Colorado. The courts of the State of Colorado shall have sole and exclusive jurisdiction of any disputes or litigation arising under this Agreement. Venue for any and all legal actions arising shall lie in the District Court in and for the County of Larimer, State of Colorado.

G. Headings.

The section headings in this Agreement are for reference only and shall not affect the interpretation or meaning of any provision of this Agreement.

H. Severability.

If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, void or unenforceable, such provision shall be deemed to be severable, and all other provisions of this Agreement shall remain fully enforceable, and this Agreement shall be interpreted in all respects as if such provision were omitted.

NOVEMBER 3, 2015 COORDINATED ELECTION
 COST PRORATION ESTIMATED COSTS
 EXHIBIT A (WITH STATE ISSUES - **NO COUNTY ISSUES**)

PARTICIPATING ENTITY	ELECTION TABOR	ESTIMATED COSTS OF LABOR				ESTIMATED ELECTION BILLING COSTS				TOTAL
		NUMBER OF HOUSEHOLDS MAILED	COST SUBJECT TO MINIMUM CHARGE	% OF TOTAL HOUSEHOLDS FOR GENERAL COST PRORATION	BALANCE OF COSTS X % OF HOUSEHOLDS INCL. MIN	NUMBER OF REGISTERED ACTIVE VOTERS	COST SUBJECT TO MINIMUM CHARGE	% OF TOTAL REGISTERED VOTERS FOR GENERAL COST PRORATION	BALANCE OF COSTS X % OF REG VOTERS INCL. MIN & SOS	
State of Colorado (Active voters @ .80 ea)	YES	NA	NA	NA	NA	214,737	NA	NA	\$171,789.60	\$171,789.60
Larimer County	NO	0	\$0.00	0.00000%	\$0.00	214,737	\$0	0.00000%	\$0.00	\$0.00
City of Loveland	YES	28,323	NA	73.6021%	\$1,459.78	47,862	NA	12.84402%	\$29,239.98	\$40,699.72
City of Fort Collins	YES	0	\$0.00	0.00000%	\$0.00	98,961	NA	26.78938%	\$61,029.87	\$61,129.87
Poudre School District R-1	YES	0	\$0.00	0.00000%	\$0.00	128,019	NA	36.03247%	\$79,939.64	\$79,939.64
Thompson School District R2-J	YES	0	\$0.00	0.00000%	\$0.00	76,966	NA	20.69665%	\$47,687.76	\$47,687.76
Estes Park School District R-3	YES	5,058	NA	13.1716%	\$2,050.57	8,210	NA	2.23626%	\$5,086.88	\$7,137.44
Johnstown-Milliken School District RE-5J	YES	0	\$0.00	0.00000%	\$0.00	13	\$650	0.00000%	\$650.00	\$650.00
St Vrain Valley School District RE-1J	YES	0	\$0.00	0.00000%	\$0.00	529	\$650	0.00000%	\$650.00	\$650.00
Estes Valley Public Library District	YES	5,086	NA	13.21823%	\$2,057.86	8,236	NA	2.23632%	\$5,102.98	\$7,160.83
Johnstown Fire District	YES	1	\$350.00	0.00000%	\$350.00	1	\$650	0.00000%	\$650.00	\$1,000.00
Villoys PID No. 45	YES	15	\$350.00	0.00000%	\$350.00	25	\$650	0.00000%	\$650.00	\$1,000.00
Berthoud Estates LID No. 2013-1	YES	202	\$350.00	0.00000%	\$350.00	414	\$650	0.00000%	\$650.00	\$1,000.00
TOTAL		39,695	\$1,050.00	100%	\$16,618.20	594,003	\$3,250	100.00000%	\$403,226.57	\$419,844.77

Cost subject to minimum charge (\$16,618) less the total of all minimum charges to entities (\$1,050) X percentage of total households for general cost proration for your district.

Cost subject to minimum charge (\$403,227) less the total balance of cost subject to minimum charge (\$3,250) less the total elections costs of State of Colorado (\$17,790) X percentage of total registered voters for general costs proration for your district

PLEASE NOTE: THIS IS AN ESTIMATION BASED ON ENTITIES THAT MAY OR MAY NOT PARTICIPATE IN THE 2015 COORDINATED ELECTION.

EXHIBIT B
AUDIO FOR ACCUVOTE TSX UNIT

In accordance with Secretary of State Rule 4.6.2, all candidates shall provide an audio recording of their name to the County Clerk no later than the last day upon which the Entity certifies the ballot content (September 4, 2015), pursuant to C.R.S. §1-5-203(3)(a).

It is the responsibility of the Entity to ensure an audio pronunciation is provided for each candidate as it is certified to the County Clerk. The purpose of the audio recording is to be compliant with disability and accessibility laws providing voting equipment pursuant to C.R.S. §1-5-704.

To be in compliance with the above Code and Rule, the Larimer County Clerk and Recorder's office has provided a voice mailbox at **970.498.7946** that candidates are required to call to provide the correct pronunciation of their name.

Upon calling the voice mailbox, they will receive instructions on recording their information, as well as, options for listening, deleting, re-recording and saving their message. **Please inform candidates within your district of the necessity of recording the correct pronunciation of their name.**

The Larimer County Clerk and Recorder's office will contact the Entity if pronunciation guidelines on any ballot race(s), ballot question(s) and/or ballot issue(s) are needed.

Please contact our office at 970.498.7820 if you have any questions or need additional information.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective upon the date signed by both parties.

Date: _____

ANGELA MYERS
LARIMER COUNTY, COLORADO
CLERK AND RECORDER

ENTITY:

NAME OF ENTITY:

Date: _____

By: _____

Entity phone number

Title of Authorized Representative
Signing on behalf of Entity

DATE: 7-17-15
APPROVED AS TO FORM:
W. J. [Signature]
DEPUTY COUNTY ATTORNEY



CITY OF LOVELAND
MUNICIPAL AIRPORT

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

AGENDA ITEM: 9
MEETING DATE: 8/18/2015
TO: City Council
FROM: Jason Licon, Airport Director
PRESENTER: Jason Licon, Airport Director

TITLE:

1. A Resolution Authorizing the City Manager to Execute a Grant Agreement with the State of Colorado Division of Aeronautics (CDAG #15-FNL-01) for Construction of a Storage Building for Snow Removal Equipment
2. A Motion to award a contract in the amount of \$1,105,711 to Walsh Construction for the construction of a storage building for snow removal equipment and to authorize the City Manager to execute such contract.
3. A Motion to authorize the City Manager to execute amendment number six to the contract dated May 14, 2012 with CH2M Hill for construction management services of FAA Project AIP 34 at the Fort Collins - Loveland Municipal Airport at a total cost not to exceed of \$99,983.50.

RECOMMENDED CITY COUNCIL ACTION:

Adopt the motion and resolution.

OPTIONS:

1. Adopt the motions and resolution as recommended, which will allow the airport to construct the facility as planned in the approved airport master plan.
2. Deny the motions and resolution which will result in the loss of federal and state funding resources for the project.
3. Adopt a motion continuing the items to a future Council meeting, this may delay the project until 2016 and put funding resources at risk.

SUMMARY:

This is an administrative item to approve the construction of a multi-year federally and state grant-funded, Airport capital improvement project. (1) approve a resolution accepting \$42,222 in state grant funds to construct the storage building for snow removal equipment, and (2) award a contract in the amount of \$1,105,711 for the building's construction to the low bidder Walsh Construction, and (3) authorize an amendment to an existing contract with CH2M Hill for construction management services with a cost not to exceed \$99,983.50.

BUDGET IMPACT:

- Positive
 Negative
 Neutral or negligible

The project has been accounted for in the approved 2015 budget, requiring no further City Council action. The project will not require any additional contributions from the City.

BACKGROUND:

The Airport is constructing a snow removal equipment storage facility that is part of the approved airport master plan. The project is a high priority project for the Federal Aviation Administration (FAA), and the State of Colorado Department of Transportation. The project was advertised for bid and Walsh Construction was the lowest approved bidder at \$1,105,711. The total project cost as bid is \$1,359,006. Funding is provided through the following budgeted and appropriated 2014 and 2015 sources:

- \$760,000 in previously approved FAA grant 3-08-0023-34-2015 (Council approved 7-21-15)
- \$370,000 in previously approved State of Colorado grant (CDAG # 14-FNL-01, Council approved 3-18-14)
- \$186,784 from the Airport's capital projects fund for grant match and local share contributions
- \$42,222 in State of Colorado Division of Aeronautics (CDAG #15-FNL-01) grant

REVIEWED BY CITY MANAGER:

LIST OF ATTACHMENTS:

Resolution, including Exhibit A -grant agreement CDAG #15-FNL-01

RESOLUTION #R-50-2015**A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE
A GRANT AGREEMENT WITH THE STATE OF COLORADO DIVISION OF
AERONAUTICS (CDAG #15-FNL-01) FOR CONSTRUCTION OF A STORAGE
BUILDING FOR SNOW REMOVAL EQUIPMENT**

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 #15-FNL-01 (the “Grant Agreement”) from the Division for the purpose of funding construction of a storage building for snow removal equipment (the “Project”); and

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

WHEREAS, the Project is funded over 2014 and 2015 and has a total cost of \$1,359,006, with the 2015 portion of the cost calculated at \$844,445 of which \$760,000 has been awarded to the Cities in a grant from the FAA on the condition that the Cities contribute 10% of the 2015 portion of the Project cost; and

WHEREAS, the Grant Agreement from the Division provides \$42,222 toward such contribution representing a 5% matching payment by the state of the 2015 portion of the Project cost, subject to the Cities providing the balance of the funds needed for the Project.

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 on 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 18th day of August, 2015.

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 #15-FNL-01) FOR CONSTRUCTION OF A STORAGE BUILDING FOR SNOW REMOVAL EQUIPMENT

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

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1. PARTIES

This Grant Agreement (“Grant”) is entered into by and between **City of Fort Collins** and **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 Sponsors represent and warrant 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 Sponsors and the Airport are collectively hereinafter called the “Grantee”).

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY

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

3. RECITALS

A. Authority, Appropriation, and Approval

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

B. Consideration

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

C. Purpose

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

D. References

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

4. DEFINITIONS

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

A. Budget

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

B. Evaluation

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

C. Exhibits and other Attachments

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

D. Goods

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

E. Grant

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

F. Grant Funds

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

G. Local Funds

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

H. Manual

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

I. Party or Parties

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

J. Program

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

K. Review

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

L. Services

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

M. Subgrantee

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

N. Work

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

O. Work Product

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

5. TERM

A. Initial Term-Work Commencement

The Parties respective performances under this Grant shall commence on the Effective Date. This Grant shall terminate on **June 30, 2018** unless sooner terminated or further extended as specified elsewhere herein.

6. STATEMENT OF WORK / CONTRACT OBJECTIVE PLAN

A. Brief Project Description:

Element A: Snow Removal Equipment Building Construction

B. Completion

Grantee shall complete the Work and its other obligations as described herein and in **Exhibit A** and in the plans and specifications for the project as approved by the FAA or Division on or before June 30, 2018.

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 \$42,222.00 as determined by the State based on available funds.

The maximum amount payable under this Grant to Grantee by the State is 5% of the project cost not to exceed \$42,222.00 for Element A, as determined by the State from available funds in Fund 160, G/L account # 4511000010, & Vendor # 0002000212 & Partner # 2000212 (if applicable), and Org. # VDG15-033. 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:	\$42,222.00
Local Funds:	\$42,223.00
Federal:	\$760,000.00

B. Payment

i. Advance, Interim and Final Payments

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

ii. Interest

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

iii. Available Funds-Contingency-Termination

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

iv. Erroneous Payments

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

v. Retroactive Payments

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

C. Use of Funds

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

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

D. Local Funds

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

E. Payment Compliance

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

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

8. REPORTING - NOTIFICATION

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

A. Performance, Progress, Personnel, and Funds

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

B. Litigation Reporting

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

C. Noncompliance

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

D. Subgrants

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

9. GRANTEE RECORDS

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

A. Maintenance

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

B. Inspection

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

this Grant during the Record Retention Period for a period of three years following termination of this Grant or final payment hereunder, whichever is later, to assure compliance with the terms hereof or to evaluate Grantee's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Grant, including any extension. If the Work fails to conform to the requirements of this Grant, the State may require Grantee promptly to bring the Work into conformity with Grant requirements, at Grantee's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require Grantee to take necessary action to ensure that future performance conforms to Grant requirements and exercise the remedies available under this Grant, at law or 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 Aviation
5126 Front Range Parkway
Watkins, CO 80137
(303) 512-5256
todd.green@state.co.us

B. Grantee:

Jason Licon
FORT COLLINS/LOVELAND MUNCPAL AIRPORT
4900 Earhart Road
Loveland, CO, 80538
970-962-2851
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.

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21. COLORADO SPECIAL PROVISIONS

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

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

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

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

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

C. GOVERNMENTAL IMMUNITY

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

D. INDEPENDENT CONTRACTOR

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

E. COMPLIANCE WITH LAW

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

F. CHOICE OF LAW

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

G. BINDING ARBITRATION PROHIBITED

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

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

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

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

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

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

[Not applicable to intergovernmental agreements]

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

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

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

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

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

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

SPs Effective 1/1/09

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22. SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS GRANT

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

<p style="text-align: center;">GRANTEE City of Fort Collins</p> <p>By: Darin Atteberry Title: City Manager</p> <hr/> <p>*Signature _____ Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO John W. Hickenlooper, Governor Colorado Department of Transportation Shailen Bhatt – Executive Director</p> <hr/> <p>By: David R. Ulane, Aeronautics Division Director</p> <p>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 FiscalRules</p> <p>Date: _____</p>
<p style="text-align: center;">GRANTEE City of Loveland</p> <p>By: William D. Cahill Title: City Manager</p> <hr/> <p>*Signature _____ Date: _____</p>	<p style="text-align: center;">This Section is Intentionally Left Blank</p>

ALL GRANTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

<p style="text-align: center;">STATE CONTROLLER</p> <p style="text-align: center;">By: _____ Colorado Department of Transportation</p> <p style="text-align: center;">Date: _____</p>



Colorado Division of Aeronautics Discretionary Aviation Grant Application

APPLICANT INFORMATION

APPLICANT SPONSOR: Cities of Ft. Collins/Loveland		AIRPORT: Ft. Collins-Loveland Municipal Airport	IDENTIFIER: FNL
PROJECT DIRECTOR: Jason Licon			
MAILING ADDRESS: 4900 Earhart Road, Loveland CO, 80538		EMAIL ADDRESS: jason.licon@cityofloveland.org	PHONE NUMBER: (970) 962-2852

GRANT NAME AND TERMS

15-FNL-01	TERMS	
	Execution Date:	Expiration Date: June 30, 2018

FUNDING SUMMARY

Funding Source	Funding Amount
State Aviation Grant:	\$42,222.00
Local Cash:	\$42,223.00
Local In-Kind:	\$0.00
Federal Aviation Grant:	\$760,000.00
Total Project Funding:	\$844,445.00

BUDGET SUMMARY

ELEMENT DESCRIPTION	STATE FUNDING		LOCAL FUNDING		FEDERAL FUNDING		TOTAL
A. SRE Building Construction	\$42,222.00	5.00	\$42,223.00	5.00	\$760,000.00	90.00	\$844,445.00
TOTALS	\$42,222.00		\$42,223.00		\$760,000.00		\$844,445.00

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

Each airport-operating entity that applies for and accepts a grant that it thereby makes a COMMITMENT 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 **City of Loveland** hereby designate 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 **City of Loveland** have appropriated or will appropriate or otherwise make available in a timely manner all funds, if any, that are required to be provided by the Applicant under the terms and conditions of the grant contract.

FINALLY:

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

for The Grantee
City of Fort Collins

ATTEST

for The Grantee
City of Loveland

ATTEST



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

AGENDA ITEM: 10
MEETING DATE: 8/18/2015
TO: City Council
FROM: Brent Worthington, Finance Director
PRESENTER: Brent Worthington, Finance Director

TITLE:

A Resolution Authorizing the Mayor to Execute the Community Development Block Grant Disaster Recovery Infrastructure Grant Agreement (Project No. R1-40-Alt 122) Between the City of Loveland and the Colorado Department of Local Affairs

RECOMMENDED CITY COUNCIL ACTION:

Adopt the resolution as recommended.

OPTIONS:

1. Adopt the action as recommended.
2. Deny the action. (The CDBG-DR grant awarded to the city of Loveland will be forfeited.)
3. Adopt a modified action.
4. Refer back to staff for further development and consideration.

SUMMARY:

This is an administrative action. The CDBG Disaster Recovery Grant is intended to reimburse the Loveland General Fund for the City's matching portion associated with Emergency Protective Measures required by the aftermath of the September 2013 flood of the Big Thompson River. Total cost of this project was \$1,934,954.86. FEMA awarded \$1,450,714.86; the State of Colorado awarded \$242,120.00.

BUDGET IMPACT:

- Positive
 Negative
 Neutral or negligible

Acceptance of the Grant will reimburse the City's General Fund, Water Fund, and Wastewater Fund for amounts that have already been appropriated and expended.

BACKGROUND:

Subsequent to the September 2013 flood of the Big Thompson River, the City undertook a number of Emergency Response activities. These activities were aggregated into a single FEMA Project Worksheet totaling \$1,934,954.86. FEMA authorized a reimbursement grant of \$1,450,714.86 (75% of the total project cost) and the State of Colorado authorized reimbursement of \$242,120.00 (12.5% of the total project cost).

The Federal Department of Housing and Urban Development (HUD) brought forward

approximately \$60 million under the Community Development Block Grant program (CDBG) for Disaster Recovery Grants. One authorized use for these grant fund was to reimburse local governments for their matching portion of authorized FEMA projects.

The City of Loveland applied for, and was awarded, the \$242,120 City match for the Emergency Response project. The funds for this project were appropriated and expended in late 2013; acceptance of this grant will reimburse the General Fund, Wastewater Fund, and Water Fund for these expenditures.

REVIEWED BY ACTING CITY MANAGER:



LIST OF ATTACHMENTS:

Resolution

RESOLUTION # R-52-2015

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY INFRASTRUCTURE GRANT AGREEMENT (PROJECT NO. R1-40-ALT 122) BETWEEN THE CITY OF LOVELAND AND THE COLORADO DEPARTMENT OF LOCAL AFFAIRS

WHEREAS, the City of Loveland suffered damage to infrastructure in the flooding that occurred September 9 through September 15, 2013; and

WHEREAS, President Obama signed FEMA-DR-4145-CO, which after amendments, designates eighteen counties as a Presidential disaster area, and the U.S. Department of Housing and Urban Development (“HUD”) has designated Larimer County as one of three “most impacted and stressed” counties in Colorado; and

WHEREAS, the Colorado Department of Local Affairs (“DOLA”) is leading Colorado’s housing and economic recovery effort, has received federal Community Development Block Grant – Disaster Recovery funds (“CDBG-DR”) and has published an action plan identifying short and long term housing, infrastructure, and economic needs as a result of the severe flooding; and

WHEREAS, the City of Loveland Emergency Flood Response project to repair water/sewer lines impacted by the September 2013 floods consists of a CDBG-DR grant match to reimburse for the following project sites: Emergency Protective Measures Citywide, 1st Street and Holladay Ct. Interceptor Sewer (restore and repair force main), South Side Lift Station Bypass (install bypass pumping), Meadows Transmission Line Emergency Work (redirect floodwater flow and restore and repair water transmission lines), and Emergency Water Services-WTP to Mod Valve (restore service to customers connected to the damaged transmission lines);

WHEREAS, the DOLA has approved the City of Loveland’s application and has offered a grant award of \$242,120.00 in CDBG-DR grant funds; and

WHEREAS, the projects are substantially complete and these funds will reimburse the City of Loveland for the repair of water/sewer lines impacted by the flooding; and

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

WHEREAS, the Loveland City Council desires to approve the grant agreement on behalf of the City.

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

Section 1. That the CDBG-DR Infrastructure Grant Agreement for project R1-40-ALT 122 between the Colorado Department of Local Affairs and the City of Loveland is hereby approved.

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

Section 3. That the Mayor is authorized and directed to execute the CDBG-DR Grant Agreement on behalf of the City of Loveland.

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

ADOPTED this 18th day of August, 2015.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



Assistant City Attorney



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

AGENDA ITEM: 11
MEETING DATE: 8/18/2015
TO: City Council
FROM: Brent Worthington, Finance Director
PRESENTER: Brent Worthington, Finance Director

TITLE:

A Resolution Accepting the 2015 CDBG DR Grant Agreement D5DR1-40-ALT 123, Award Amount \$52,425.78

RECOMMENDED CITY COUNCIL ACTION:

Adopt the resolution as recommended.

OPTIONS:

1. Adopt the action as recommended.
2. Deny the action. (The CDBG-DR grant awarded to the city of Loveland will be forfeited.)
3. Adopt a modified action.
4. Refer back to staff for further development and consideration.

SUMMARY:

This is an administrative action. The CDBG Disaster Recovery Grant is intended to reimburse the Loveland General Fund for the City's matching portion associated with Emergency Protective Measures required by the aftermath of the September 2013 flood of the Big Thompson River. Total cost of this project was \$419,406.28. FEMA awarded \$314,554.72; the State of Colorado awarded \$52,425.78.

BUDGET IMPACT:

- Positive
 Negative
 Neutral or negligible

Acceptance of the Grant will reimburse the City's Water Fund and Wastewater Fund for amounts that have already been appropriated and expended.

BACKGROUND:

Subsequent to the September 2013 flood of the Big Thompson River, the City undertook a number of Emergency Response activities. These activities were aggregated into a single FEMA Project Worksheet totaling \$416,406.28. FEMA authorized a reimbursement grant of \$314,554.72 (75% of the total project cost) and the State of Colorado authorized reimbursement of \$52,425.78 (12.5% of the total project cost).

The Federal Department of Housing and Urban Development (HUD) brought forward approximately \$60 million under the Community Development Block Grant program (CDBG) for

Disaster Recovery Grants. One authorized use for these grant fund was to reimburse local governments for their matching portion of authorized FEMA projects.

The City of Loveland applied for, and was awarded, the \$52,425.78 City match for the Emergency Response project. The funds for this project were appropriated and expended in late 2013; acceptance of this grant will reimburse the General Fund, Wastewater Fund, and Water Fund for these expenditures.

REVIEWED BY ACTING CITY MANAGER:



LIST OF ATTACHMENTS:

Resolution

RESOLUTION # R-53-2015**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR) INFRASTRUCTURE GRANT AGREEMENT (PROJECT NO. R1-40-ALT 123) WITH THE COLORADO DEPARTMENT OF LOCAL AFFAIRS**

WHEREAS, the City of Loveland suffered damage to infrastructure in the flooding that occurred September 9 through September 15, 2013; and

WHEREAS, President Obama signed FEMA-DR-4145-CO, which after amendments, designates eighteen counties as a Presidential disaster area, and the U.S. Department of Housing and Urban Development (“HUD”) has designated Larimer County as one of three “most impacted and stressed” counties in Colorado; and

WHEREAS, the Colorado Department of Local Affairs (“DOLA”) is leading Colorado’s housing and economic recovery effort, has received federal Community Development Block Grant – Disaster Recovery funds (“CDBG-DR”) and has published an action plan identifying short and long term housing, infrastructure, and economic needs as a result of the severe flooding; and

WHEREAS, the City of Loveland Water and Wastewater Lines project to repair several damaged or destroyed water and wastewater lines impacted by the September 2013 floods consists of a CDBG-DR grant match to reimburse for the following project sites: George Rist Ditch Water Pipe (restore damaged pipeline and replace damaged cast iron water pipe); Namaqua Ave. Water Pipe (rewrap pipe and weld broken bonding wires); First St. and Holiday Ct. Interceptor Sewer Pipe (restore pipeline and replace damaged manholes); and River’s Edge Park Water Pipe (restore damaged pipeline); and

WHEREAS, the City of Loveland has been offered a grant award of \$52,425.78 in CDBG-DR grant funds; and

WHEREAS, the projects are substantially complete and these funds will reimburse the City of Loveland for the repair of water/wastewater lines impacted by the flooding; and

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

WHEREAS, the Loveland City Council desires to approve the grant agreement on behalf of the City.

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

Section 1. That the CDBG-DR Grant Agreement for project R1-40-ALT 123 between the Colorado Department of Local Affairs and the City of Loveland is hereby approved.

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

Section 3. That the Mayor is authorized and directed to execute the CDBG-DR Grant Agreement on behalf of the City of Loveland.

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

ADOPTED this 18th day of August, 2015.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



Assistant City Attorney


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: 12
MEETING DATE: 8/18/2015
TO: Loveland City Council
FROM: Mike Scholl, Economic Development Manager
PRESENTER: Mike Scholl

TITLE:

A Resolution of the Loveland City Council Approving the Termination of the Downtown Urban Renewal Plan for the City of Loveland

RECOMMENDED ACTION:

Hold a Public Hearing and approve the Resolution.

OPTIONS:

1. Adopt the action as recommended.
2. Deny the action. If this action is denied, the substantial modification of the Urban Renewal Plan would not occur. The DDA Plan of Development has been adopted by Council and two tax increment financed districts cannot exist in the same area.
3. Adopt a modified action. (specify in the motion)

SUMMARY:

This is an administrative item. Termination of the Downtown URA Plan will substantially change the City of Loveland URA Plan in land area, land use, design, building requirements, timing, or procedure, as previously approved in the URA Plan.

July 7, 2015, City Council adopted Resolution #R-38-2015 directing the referral of the proposal to terminate the URA Plan to the Planning Commission for review and recommendations as to its conformity with the general plan for the development of the City as a whole. The Planning Commission adopted Resolution #15-03 recommending to City Council the termination of the Downtown URA Plan of Development at the July 13, 2015 meeting.

Resolution #R-38-2015, also directed City staff to take such steps required by C.R.S. §31-25-107(7), including giving of notice, so that City Council may conduct a hearing and consider a resolution terminating the URA Plan contingent upon approval of a DDA Plan of Development and passage of the Ballot Questions in the November election. City Council formally adopted the DDA Plan of Development on July 7, 2015, with the recommendation of the Planning Commission.

BUDGET IMPACT:

- Positive
 Negative
 Neutral or negligible

BACKGROUND:

On October 1, 2002, the Loveland City Council (the "Council") adopted Resolution #R-74-2002 approving the City of Loveland Urban Renewal Plan ("URA Plan").

At an election held on February 10, 2015, the qualified electors approved the formation of the Loveland Downtown Development Authority (the "DDA").

It is anticipated that a plan of development (the "DDA Plan of Development") will be proposed by the DDA for consideration by the Council and that the DDA will propose that an election be held on November 3, 2015 for the approval of debt to be issued by the City for DDA purposes and taxes to be levied by the City for DDA purposes (collectively, the "Ballot Questions").

If the DDA Plan of Development is approved by Council and if the Ballot Questions are approved by the qualified electors, it would be appropriate to terminate the URA Plan. C.R.S. §31-25-107(7) allows the Council to amend the URA Plan at any time provided that if the modification will substantially change the URA Plan in land area, land use, design, building requirements, timing, or procedure, as previously approved, the modification of the URA Plan must be pursuant to certain notice and hearing requirements set forth in C.R.S. §31-25-107(7).

Termination of the URA Plan will substantially change the URA Plan in land area, land use, design, building requirements, timing, or procedure, as previously approved in the URA Plan.

The resolution of the Planning Commission recommends to City Council the proposed termination of the URA Plan. The Council referred the consideration of the modification to the commission at the July 7, 2015 meeting. The Planning Commission unanimously adopted a resolution on July 13, 2015 recommending the City Council terminate the Downtown URA plan should the DDA election in November be successful.

The Council resolution on July 7, 2015 directed City staff to take such steps required by C.R.S. §31-25-107(7), including giving of notice, so that Council may conduct a hearing on the termination of the URA Plan and consider a resolution terminating the URA Plan contingent upon approval of a DDA Plan of Development and passage of the Ballot Questions. 1,930 notices of the public hearing were sent out on July 9, 2015.

REVIEWED BY CITY MANAGER:

LIST OF ATTACHMENTS:

1. Resolution
2. Planning Commission Resolution
3. URA Plan of Development

RESOLUTION #R-51-2015**A RESOLUTION OF THE LOVELAND CITY COUNCIL
APPROVING THE TERMINATION OF
THE DOWNTOWN URBAN RENEWAL PLAN FOR
THE CITY OF LOVELAND**

WHEREAS, on July 2, 2002, Loveland City Council (the “Council”) adopted Resolution #R-44-2002 establishing the Loveland Urban Renewal Authority (the “Authority”), and designating the Council as the Board of Commissioners of the Authority; and

WHEREAS, the Council created the Authority vesting it with the legal authority to exercise all of the rights and powers granted to urban renewal authorities by the Colorado Urban Renewal Law, C.R.S. Section 31-25-101, *et seq.*, as amended (the “Urban Renewal Law”); and

WHEREAS, on October 1, 2002, the Council adopted Resolution #R74-2002 approving the City of Loveland Urban Renewal Plan (the “URA Plan”); and

WHEREAS, Section 3 of the URA Plan describes, depicts and refers to the URA Plan’s urban renewal area as the “Urban Renewal Area for Downtown Loveland” (the “Plan Area”); and

WHEREAS, at an election held on February 10, 2015, the formation of the Loveland Downtown Development Authority (the “DDA”) was approved by the qualified electors thereof; and

WHEREAS, on July 7, 2015, the Council adopted Resolution #R-37-2015 approving the Plan of Development for the DDA (the “DDA Plan of Development”); and

WHEREAS, on August 4, 2015, the Council adopted Ordinance No. 5951, approving an election of the DDA to be held on November 3, 2015 (the “TABOR Election”) for the approval of debt to be issued by the City for DDA purposes and taxes to be levied by the City for DDA purposes (collectively, the “Ballot Questions”); and

WHEREAS, if the Ballot Questions are approved by the qualified electors of the DDA at the TABOR Election, it would be appropriate to terminate the URA Plan (the “Termination Proposal”), and

WHEREAS, C.R.S. §31-25-107(7) allows the Council to modify the URA Plan at any time provided that if the modification will substantially change the URA Plan in land area, land use, design, building requirements, timing, or procedure, as previously approved, the modification of the URA Plan must be pursuant to certain notice and hearing requirements set forth in C.R.S. §31-25-107(7); and

WHEREAS, on July 7, 2015 the Council adopted Resolution #R-38-2015 determining that the Termination Proposal constituted a substantial modification to the URA Plan in land area, land use, design, building requirements, timing, or procedure, as previously approved, and directed City staff to take such steps required by C.R.S. §31-25-107(7), including giving of

notice, so that Council may conduct a hearing on the Termination Proposal and consider a resolution approving the Termination Proposal; and

WHEREAS, also pursuant to Resolution #R-38-2015, the Termination Proposal was referred to the City Planning Commission for review and recommendations as to its conformity with the general plan for the development of the City as a whole, and the City Planning Commission has since such referral submitted its written recommendations with respect to the Termination Proposal to the Council and has determined that the Termination Proposal is in conformance with such general plan; and

WHEREAS, pursuant to C.R.S. Section 31-25-107(3.5), the Council submitted the Termination Proposal to Larimer County, which Termination Proposal was mailed to Larimer County on July 9, 2015, at least 30 days prior to the August 18, 2015, hearing date; and

WHEREAS, since the Termination Proposal constitutes a substantial change or modification to the URA Plan as contemplated in C.R.S. Section 31-25-107(7), all of the notices required under the Urban Renewal Law were given by the City for a public hearing to be held on the Termination Proposal on August 18, 2015; and

WHEREAS, the Council conducted its public hearing on August 18, 2015, to consider approval of the Termination Proposal and to consider the findings required under the Urban Renewal Law to approve the Termination Proposal as a substantial change or modification to the URA Plan.

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

Section 1. Notice. There has been provided, in accordance with C.R.S. Section 31-25-107(3), the notice required to be published at least 30 days prior to the August 18, 2015 public hearing as evidenced by the “Affidavit of Publication” attached hereto as **Exhibit “A,”** and further, that there has been provided, in accordance with C.R.S. Section 31-25-107(4)(c), written notice of the August 18, 2015, public hearing on the Termination Proposal required to be given to all property owners, residents and owners of business concerns in the Plan Area at their last known address of record at least thirty (30) days prior to the hearing as evidenced by the “Affidavit” of Terry Andrews, City Clerk, attached hereto as **Exhibit “B.”**

Section 2. Findings. Upon the successful passage of the Ballot Questions by the qualified electors of the DDA at the TABOR Election, it is in the best interests of the property owners, residents and owners of business concerns in the Plan Area that the URA Plan be terminated.

Section 3. Approval of Termination Proposal. Having received a recommendation from the Planning Commission on the Termination Proposal and having held a public hearing thereon after required public notice, the City Council hereby approves the Termination Proposal.

Section 4. Effective Date of Termination of URA Plan. The URA Plan shall terminate on December 31, 2015, if all of the Ballot Questions at the TABOR Election are approved by the qualified electors of the DDA. In the event that the qualified electors do not

approve all of the Ballot Questions at the TABOR Election, this Resolution shall thereupon, without further action of the City Council, be automatically repealed and of no further force and effect and the URA Plan shall remain in full force and effect. In the event the URA Plan is terminated, the City shall promptly give written notice to the Larimer County Assessor of such termination.

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

Adopted this 18th day of August, 2015.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



City Attorney

AFFIDAVIT OF PUBLICATION REPORTER-HERALD

State of Colorado
County of Larimer

I, the undersigned agent, do solemnly swear that the LOVELAND REPORTER-HERALD is a daily newspaper printed, in whole or in part, and published in the City of Loveland, County of Larimer, State of Colorado, and which has general circulation therein and in parts of Larimer and Weld counties; that said newspaper has been continuously and uninterruptedly published for a period of more than six months next prior to the first publication of the annexed legal notice of advertisement, that said newspaper has been admitted to the United States mails as second-class matter under the provisions of the Act of March 3, 1879, or any, amendments thereof, and that said newspaper is a daily newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado; that a copy of each number of said newspaper, in which said notice of advertisement was published, was transmitted by mail or carrier to each of the subscribers of said newspaper, according to the accustomed mode of business in this office.

The annexed legal notice or advertisement was published in the regular and entire edition of said daily newspaper once; and that one publication of said notice was in the issue of said newspaper dated **July 11, 2015**.

[Handwritten Signature]

Agent

Subscribed and sworn to before me this 13th day of **July**, 2015 in the County of Larimer, State of Colorado.

[Handwritten Signature]

Notary Public

Fee \$ 28.60
Account # 222255
Ad # 5650740

**RITA MARIE HANNER-WARD
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20144042768
MY COMMISSION EXPIRES NOVEMBER 4, 2018**

NOTICE OF PUBLIC HEARING
Notice is hereby given that a public hearing will be held by and before the City Council of the City of Loveland, Colorado on the conditional termination of the Urban Renewal Plan for downtown Loveland in the City Council Chambers at 500 East Third Street, Loveland, Colorado 80537, at the hour of 6:30 P.M. Mountain Daylight Time on August 18, 2015. The purpose of the Urban Renewal Plan for downtown Loveland is the elimination of blight in the urban renewal area and the implementation of the Loveland Comprehensive Master Plan, with the principal goal of redeveloping and rehabilitating the urban renewal area through private enterprise. The purpose of the hearing is to consider a proposal to automatically terminate the Urban Renewal Plan for downtown Loveland, generally described as the area north of 4th Street SE, south of E. Eisenhower Boulevard, east of N. Garfield Avenue, and west of S. Washington Avenue (a map of the Urban Renewal Area for Downtown Loveland is available in the City Clerk's Office), with such automatic termination to take place as of December 31, 2015, but only if the qualified electors of the Loveland Downtown Development Authority (the "DDA") approve two ballot questions at the election to be held on November 3, 2015, permitting the DDA to incur debt and to impose and retain taxes for DDA purposes in the area served by the DDA (the "DDA Ballot Questions"). If the qualified electors of the DDA fail to approve all of the DDA Ballot Questions the Urban Renewal Plan would not be automatically repeated and terminated on December 31, 2015, but would continue in full force and effect. Any person or organization desiring to be heard will be afforded an opportunity to be heard at such hearing. Published under the authority and by direction of the City Council of the City of Loveland, Colorado. If you have questions or would like additional information, please contact Terry Andrews, City Clerk, at 970-962-2717. Published: Loveland Reporter Herald July 11, 2015 - 5650740

CCO
100-91-902-0000-43021

EXHIBIT B

STATE OF COLORADO)
) SS.
COUNTY OF LARIMER)

AFFIDAVIT

I, **TERRY ANDREWS**, upon my oath, swear and state as follows:

- 1. I am the City Clerk for the City of Loveland.
- 2. My duties as City Clerk include providing written notices concerning public hearings before the City Council of the City of Loveland.
- 3. Reasonable efforts were used and written notice of the August 18, 2015, public hearing on the Termination Proposal for the Downtown Urban Renewal Plan was given to all property owners, residents and owners of business concerns in the Downtown Urban Renewal Plan Area at their last known address of record at least thirty (30) days prior to the hearing.

FURTHER AFFIANT SAYETH NAUGHT.



Teresa G. Andrews, City Clerk

Subscribed and sworn to before me this 10th day of August, 2015 by Terry Andrews, City Clerk of the City of Loveland, Colorado.

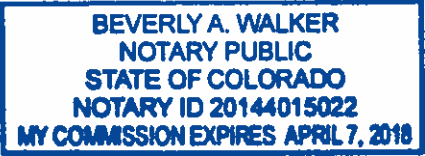
My Commission Expires:

April 7, 2018

[SEAL]



Notary Public



RESOLUTION NO. 15-03

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF
LOVELAND, COLORADO, RECOMMENDING TO CITY COUNCIL
ADOPTION OF THE MODIFICATION TO THE CITY OF LOVELAND URBAN
RENEWAL PLAN AS BEING IN CONFORMITY WITH THE CITY'S MASTER
PLAN SUBJECT TO CERTAIN CONDITIONS**

WHEREAS, on June 22, 2002, in an effort to revitalize downtown Loveland the Loveland City Council adopted Resolution #R-44-2002 establishing the Loveland Urban Renewal Authority ("URA"), and after review and recommendations by the Loveland Planning Commission, adopted an Urban Renewal Plan for the City of Loveland ("URA Plan") pursuant to Resolution #R-74-2002 on October 1, 2002; and

WHEREAS, as a result of continued efforts to improve downtown, the City seeks to replace the URA Plan with a downtown development authority, and in that regard an Election was held on February 10, 2015 and qualified electors approved the formation of the Loveland Downtown Development Authority ("DDA"); and

WHEREAS, on July 7, 2015, the Loveland City Council, following recommendation by the Planning Commission, adopted Resolution #R-37-2015 approving a DDA Plan of Development; and

WHEREAS, in order to sustain the DDA Plan and operations, the DDA will propose that an election be held on November 3, 2015 for the approval of debt to be issued by the City for DDA purposes and taxes to be levied by the City for DDA purposes (together, "DDA Financing"); and

WHEREAS, if DDA Financing is approved by the electors, the URA Plan will no longer be necessary, and the City will seek termination of the URA Plan ("URA Plan Modification") which action is considered a substantial modification of the approved URA Plan; and

WHEREAS, pursuant to C.R.S. Section 31-25-107 the Loveland City Council is required to submit the URA Plan Modification to the Planning Commission for review and recommendations as to its conformity with the City's Master Plan for the development of the City.

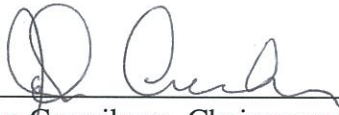
NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF LOVELAND, COLORADO:

Section 1. That the Planning Commission recommends to the Loveland City Council adoption of the URA Plan Modification as being in conformity with the City's Master Plan for development of the City, on the express condition that the DDA Financing is approved.

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

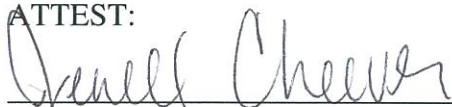
Signed this same day of July 13, 2015

LOVELAND PLANNING COMMISSION:




John Crescibene, Chairperson

ATTEST:



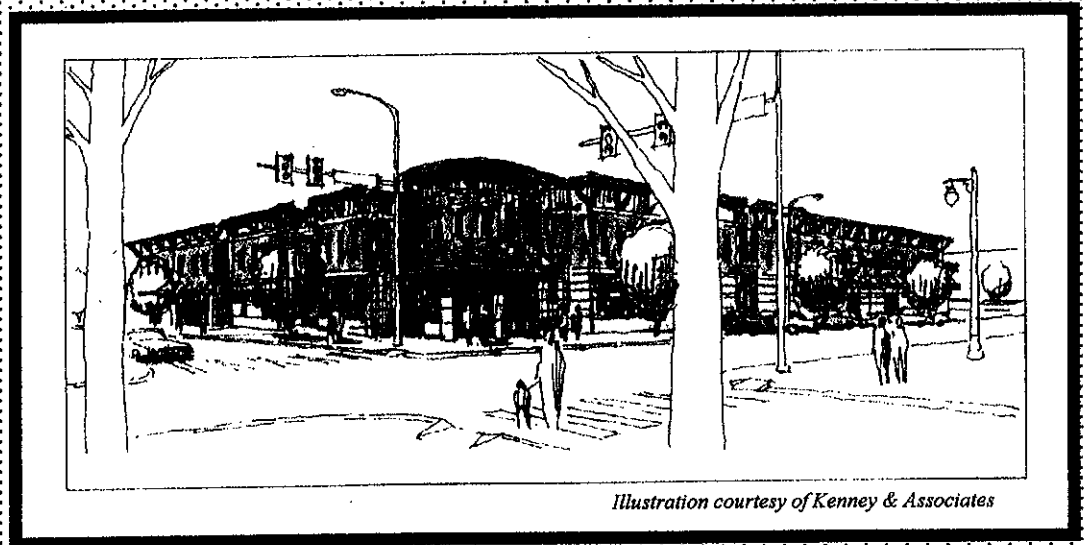
Pamela Cheever
Planning Commission Secretary

APPROVED AS TO FORM:



Assistant City Attorney

City of Loveland
**URBAN RENEWAL
PLAN**



*October 1, 2002
Prepared by:
City of Loveland
Community Services Department
Long Range Planning Division
500 E. 3rd Street
Loveland, CO 80537*



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Executive Summary

Introduction

The Urban Renewal Plan ("Plan") was prepared pursuant to Part 1 of Article 25 of Title 31, Colorado Revised Statutes (C.R.S.), as amended. The Loveland Urban Renewal Authority ("Authority") will govern the implementation of the Plan. The Plan includes a Conditions Survey, which was used to justify the need for an urban renewal authority, and a redevelopment strategy for Downtown Loveland.

Urban Renewal Goals & Supporting Plans

The goals of the urban renewal effort are to serve primarily as a redevelopment catalyst for the downtown area. Actions of the Authority should be in accordance with the following Plan goals:

- G1:** *To eliminate and prevent conditions of blight which constitute an economic and social liability to the community*
- G2:** *To prevent the physical and economic deterioration of the Urban Renewal Area*
- G3:** *To attract capital investment in the downtown, and to assist in the retention and expansion of existing businesses, thus strengthening the City's economic base.*
- G4:** *To create a stable tax base*
- G5:** *To facilitate the development of mixed use projects in the downtown area.*

The City of Loveland plans that support the use of urban renewal activities in the downtown area include:

- Loveland Comprehensive Master Plan
- Loveland 2020 Transportation Plan
- Previous master plans prepared for the downtown by the municipality and the former Downtown Development Authority

Conditions Survey

A survey of conditions in the downtown Loveland Area was performed by the City of Loveland Long Range Planning Division in accordance with Section 31-25-103(2) C.R.S, and it was determined that varying degrees of blight conditions exist in the core downtown and the immediate areas to the north and south. It was concluded in the Conditions Survey that the observed blight conditions in the downtown area justify the creation of an urban renewal authority, and preparation of this Plan.

Urban Renewal Boundaries

The jurisdictional boundaries for the Loveland Urban Renewal Authority, according to state statute, are the same as the municipal limits of the City of Loveland. Within the Authority boundary, there may be one or more "urban renewal areas", where conditions of blight have been documented in a survey, and a finding substantiating the existence of blight conditions made by the City Council. Presently, there is only one "urban renewal area" for the Loveland community and it is comprised primarily of the downtown core and the immediate areas to the north and south. This "urban renewal area boundary" is also defined by the Plan as the downtown "urban renewal area", and according to the state urban renewal statute, is where public-private partnership efforts utilizing tax increment finance to eliminate conditions of blight will be focused.

Redevelopment Opportunities

Three types of redevelopment opportunities have been identified as immediate partnership options for the Authority. Catalyst projects, historic rehabilitation projects, and capital infrastructure enhancement projects offer opportunities for the Authority enter into partnership roles with the private sector and other public agencies to develop mixed use infill projects, redevelop an existing historic structure, and add pedestrian and aesthetic elements to planned capital infrastructure improvements. Listed below are some, but not all of the opportunities for the Authority to pursue:

- Catalyst Projects: *Former Walgreens Block, and Loveland Feed & Grain Site*
- Historic Rehabilitation: *Lincoln Hotel, and McKee Community Health Center Properties*
- Enhancements: *US 287 Resurface with sidewalk/curb/.gutter reconstruction; and annual
downtown alley reconstruction program*

Authorized Urban Renewal Activities

Colorado's urban renewal statute allows and the Loveland Urban Renewal Plan recommends a wide range of activities. It is the intent of the Loveland Urban Renewal Authority to provide incentives to stimulate private investment in cooperation with property owners and other affected parties to accomplish the objectives of the Plan. Public-private partnerships and joint-venture development will be the key to the Authority's strategy for preventing the spread of blight and eliminating blight conditions, and this will be accomplished by providing the Authority with access to all its powers authorized by law.

Plan Financing

The Authority is authorized to finance implementation of the Plan by any method authorized by the urban renewal statute or any other applicable law. Of critical importance to the Authority's ability to participate as a public private partner is its use of both municipal sales tax increment and ad valorem property tax increment as a method of financing for redevelopment projects.

Authority Governance

The members of the Loveland City Council acting as ex officio commissioners will govern the Authority for a trial period of two years, which is set to start upon the date of adoption of the Plan. At the conclusion of this two year time period, the Authority (City Council) will reconsider the need to extend this period of ex-officio governance by the City Council, or transition the governance duties to an appointed-citizen commission. An appointed-citizen commission is authorized by statute. Also at that time, the Authority must determine if the need exists to hire and employ permanent employees to administer the Plan.

Plan Administration

Until such time that it is determined by the Authority that administration of the Plan requires the commitment of permanent employee(s), the City of Loveland staff will fill the role of Plan administrators, and shall not be compensated above their existing salary or hourly wages as provided by their primary employer, the City of Loveland.

Term

The Term of this Plan is twenty-five years from its effective date of adoption. At the end of the term, if the Authority deems that all projects have been accomplished and all debts incurred to finance those projects and all expenses of the Authority have been repaid, then the Authority may declare the plan fully implemented.

City of Loveland Urban Renewal Plan

October 1, 2002
Prepared by:
City of Loveland
Community Services Department
Long Range Planning Division
500 E. 3rd Street
Loveland, CO 80537

1. Introduction

The Urban Renewal Plan (the "Plan") for the City of Loveland has been prepared pursuant to the provision of the Urban Renewal law of the State of Colorado, Part 1 of Article 25 of Title 31, Colorado Revised Statutes (C.R.S.), as amended (the "Urban Renewal Law"). The Plan includes a URA Conditions Survey, and a redevelopment strategy for Downtown Loveland. Downtown Loveland will be designated as an Urban Renewal Project Area and is proposed to be the Urban Renewal Authority's initial tax increment finance district. Other Urban Renewal Project areas may be created within the municipality pursuant to requirements of the Urban Renewal Law.

The URA Conditions Survey (prepared 2/6/02, updated 6/21/02), a document physically separate of this Plan, and incorporated herein by this reference contains:

- 19-page *Analysis & Findings Report*,
- Photographs and survey forms for all city blocks included in survey area
- Map 1: URA Conditions Survey
- Map 2: Potential Boundaries for Urban Renewal Area
- Map 3: Proposed Urban Renewal Area
- Appendix: *contains copies of meeting minutes and staff information presented to City Council at study sessions and regular meetings regarding creation of URA, and Census 2000 data.*

The observations documented in the Conditions Survey demonstrate that varying degrees of blight conditions exist in the core downtown and the immediate areas to the north and south. The Urban Renewal Law acknowledges these conditions as factors that substantially impair or arrest the sound growth of the municipality, retards the provision of housing accommodations, or constitute an economic or social liability, and is a menace to the public health, safety, morals, or welfare. The boundary area prescribed in this Plan, where efforts to eliminate blight conditions will be

Redevelopment --

Reinvestment in older elements of a community - such as a historic structure, a vacant parcel of land, a main street, a neighborhood - offers an opportunity to revitalize an area by strengthening its economic vitality, livability, and physical character.

focused is discussed in *Chapter 3: The Urban Renewal Boundaries*.



Vacant commercial structures and underutilized land are economic liabilities for the community.

The Loveland Urban Renewal Authority (the "Authority") shall govern the preparation and execution of any documents and activities related to the implementation and administration of the Plan. It is the intent of the Authority that the objectives of the Plan will be achieved primarily through cooperation between the public and the private sector, and utilizing the incentives and tools available from all sources, including the Urban Renewal Authority. It is also the intent that implementation of the Plan will be fair, and sensitive to the concerns of area property owners, businesses, and residents.

2. Conditions Survey

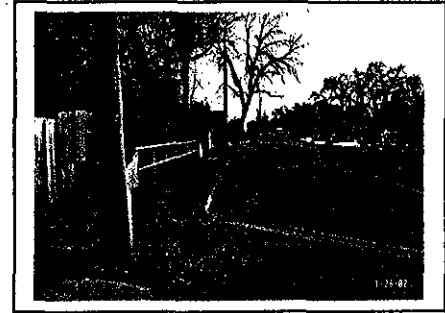
A survey of conditions in the Downtown Loveland area (Exhibit #1) was performed by the City of Loveland Long Range Planning Division in January and February 2002 and updated in June 2002, with the following results:

It is concluded through the Conditions Survey that the survey area does meet the criteria established in Section 31-25-103(2) C.R.S., and is a blighted area. It was found that varying degrees of blight conditions exist in the core downtown and the immediate areas to the north and south. The extent of the conditions that have been catalogued in the Conditions Survey establish justification for creating an Urban Renewal Authority. This finding was based on survey methodology that was used to assess the conditions in the area as a whole.

The methodology used to conduct the Conditions Survey was verified by an independent third-party for compliance with the Urban Renewal Law. The methodology was considered valid and in accordance with accepted practice for determining the presence of blight factors.

Existence of the combination of blight factors in the area “substantially impairs or arrests the sound growth of the municipality, retards the provision of housing accommodations or constitutes an economic or social liability,” as noted in the Urban Renewal Law. The Conditions Survey shows that the following conditions set forth in 31-25-103(2) of the Urban Renewal Law exist within the area described as the Urban Renewal Area:

- a. *Slum, deteriorated, or deteriorating structures;*
- b. *Predominance of defective or inadequate street layout;*
- c. *Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;*
- d. *Unsanitary or unsafe conditions;*
- e. *Deterioration of site or other improvements;*
- f. *The existence of conditions that endanger life or property by fire and other causes;*
- g. *Buildings that are unsafe or unhealthy for persons to live or work in because of building code violations, dilapidation, deterioration, defective design, physical construction, or faulty or inadequate facilities;*
- h. *Environmental contamination of buildings or property;*
- i. *Inadequate public improvements or utilities.*

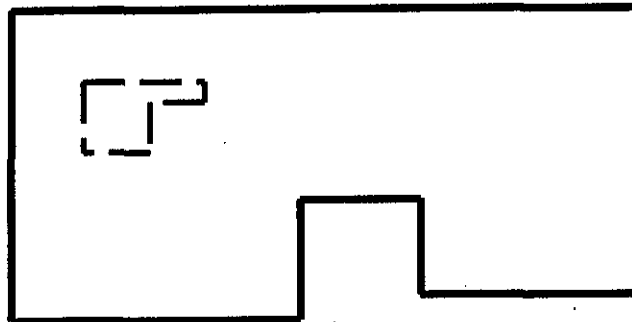


Discontinuity in the sidewalk network limits a pedestrian's ability to move safely and efficiently in the downtown area.

3. The Urban Renewal Boundaries

According to the Colorado Urban Renewal Law, the jurisdictional boundaries of the Urban Renewal Authority shall be the same as the boundaries of the municipality. Within the municipal boundaries there may be one or more Urban Renewal Areas.

An Urban Renewal Area is a blighted area, which the City Council has designated for an Urban Renewal Project. In each Urban Renewal Area, conditions of blight must be present at the level defined by the Urban Renewal Law before the Authority can legally exercise its powers in an urban renewal area. In each Urban Renewal Area, undertakings and activities that constitute the Urban Renewal Project are implemented as a way to eliminate the conditions of blight. See the diagram below for the Urban Renewal hierarchy.



- Municipal Limits / URA Boundary
- - - - Urban Renewal Area / Project Area

3.1 Urban Renewal Area Boundaries for Downtown Loveland

The Urban Renewal Area for Downtown Loveland generally includes the area bounded by the Fairgrounds on the south, and US Highway 34 on the north. It is bounded by the Burlington Northern Santa Fe Railroad

tracks and Garfield Avenue on the west, and Jefferson /Washington / Adams Avenues on the east. The Urban Renewal Area boundary is limited to those existing city blocks where there is a predominance of mixed-use activities that are affected by blight conditions as reported in the Conditions Survey. A map of the Urban Renewal Area for Downtown Loveland and legal description is included in the Appendix.

3.2 Justification of the Urban Renewal Area Boundaries for Downtown Loveland

Factors that influenced the determination of the Downtown Urban Renewal Area included the Conditions Survey, described above, and the transportation corridors which tend to form the natural boundaries for the downtown area. In addition to forming natural boundaries, these corridors function as entry ways to the downtown area, and enhancement of these features will be key to the overall redevelopment strategy.

These boundary limits include:

- **US Highway 34 at the north;** separates the traditional old town development pattern from the pattern of post 1950's development to the north, and is an entry way into the old town.
- **North/south alley between N. Lincoln Avenue and N. Jefferson Avenue (between 10th St. and US Highway 34);** There is a shift from mixed uses within the urban renewal area boundary to predominantly residential uses on the east side of the alley.
- **North/south alley between N. Cleveland Avenue and N. Railroad Avenue (between 11th St. and US Highway 34);** There is a shift from mixed uses within the urban renewal



US Highway 34 separates the traditional old town development pattern from the pattern of newer development to the north, and is an entry way into the old town.

area boundary to predominantly residential uses on the west side of the alley.

- **North/south alley between N. Lincoln Avenue and N. Jefferson Avenue (between 10th St. and 7th Street);** There is a shift from mixed uses within the urban renewal area boundary to predominantly residential uses on the east side of the alley.
- **Jefferson/Adams/Washington Avenues (between 3rd St. SE and 10th St.);** There is a shift from mixed uses within the renewal area boundary to predominantly residential uses on the east sides of these streets.
- **Garfield Avenue (between 1st St. and 10th St.);** There is a shift from mixed uses within the renewal area boundary to predominantly residential uses on the west side of Garfield Avenue, and this boundary functions a west entryway into the downtown core.
- **Loveland Municipal limits (south of 1st Street) and Barnes Park/Fairgrounds;** separates the properties located within the urban renewal area, from the remnant ponds of gravel mining activities along the Big Thompson River, and the Larimer County Fairgrounds.
- **S. Lincoln Avenue and (between 5th St. SE and Barnes Park/Fairgrounds);** separates properties inside the renewal area, from those on the east side of Lincoln Avenue, which are outside of municipal limits (in Larimer County jurisdiction). The Barnes Park/

Fairgrounds is not within the Urban Renewal Area.

3.3 Existing Land Use Characteristics of Downtown Sub-Areas

Three distinct sub-areas exist within the Urban Renewal Area for Downtown Loveland. The descriptions of the existing characteristics of these sub-areas will serve as the basis for applying urban renewal objectives.

3.3.1 Core Downtown

The general boundaries of this sub-area are 1st Street on the south, 10th Street at the north, Garfield Avenue on the west, and Jefferson/Adams/Washington Avenues on the east.

The core is characterized by the presence of many of the community's oldest structures, which are currently occupied by a mix of commercial and residential uses, or are vacant. Several modern commercial/office structures are located in the Core Downtown and provide a location for much of Loveland's financial service and banking activities.

The southernmost part of this sub-area between 1st Street and 3rd Street contains a pocket of residential uses comprised of rental and owner occupied structures. The character of the sub-area transitions from the pocket of residential uses into a traditional main street commercial layout on 4th Street. From 5th Street northward, sits both a mix of older commercial structures and newer modern structures such as the Loveland Museum/Gallery and the Home State Bank, Bank One, First National Bank, and the Safeway Supermarket. Between 9th and 10th Streets are examples of older residential units, which have been converted to professional offices with landscaped front yards. The Core Downtown Sub-area also contains some vacant structures and underutilized properties.

In this Core sub-area it is anticipated that the focus of the Authority's activities will be to stimulate economic vitality and private investment. There is considerable opportunity for, but not limited to, the rehabilitation of existing structures, infill development and better

utilization of sites, business expansion and retention activities, and enhancement of the physical infrastructure in this sub-area.

3.3.2 North Downtown

The North Downtown sub-area is bounded by 10th Street on the south, US Highway 34 on the north, Burlington Northern Santa Fe Railroad tracks on the west and Jefferson Avenue on the east. This area includes uses such as fast-food commercial, auto-oriented sales and maintenance services, and a mix of residential units that have been converted to offices, and other units that are both renter and owner occupied.

In the North Downtown, a focus will be placed on eliminating and preventing physical deterioration on these city blocks as they are recognized for their unique entry-way characteristic for the downtown core. There is considerable opportunity for, but not limited to, the enhancement of the image of this area through the design and implementation of streetscape and pedestrian improvements, infill development, and better utilization of existing sites.

3.3.3 South Downtown

The Loveland Municipal Limits bound the South Downtown sub-area on the west. The sub-area is also bounded by Lincoln and Washington Avenue on the east, and Barnes Park and the Fairgrounds on the south.

This area includes a mix of uses including renter and owner occupied residential units, automotive repair services, light industrial, and commercial retail.

In this sub-area, the focus will be to prevent further physical deterioration of the infrastructure and structures. There is considerable opportunity for, but not limited to, infill development and better utilization of sites, rehabilitation of existing structures, and enhancement of the physical infrastructure.

4. Urban Renewal Goals and Supporting Plans

The purpose of the Urban Renewal Plan is to eliminate blight in the urban renewal area and to implement the Loveland Comprehensive Master Plan and related functional plans. The principal goal of the Urban Renewal effort is to redevelop and rehabilitate the area by private enterprise. It is not intended to replace the efforts of the Loveland Chamber of Commerce, Northern Colorado Economic Development Corporation, or other business development, marketing or maintenance organizations.

The rehabilitation and redevelopment of the downtown area will be accomplished through the improvement of existing structures, attraction of new commercial and mixed-use development, and the prevention of deterioration of properties in the area. The effort will involve the Authority and City of Loveland, with the cooperation of the private sector.

The actions of the Authority should be in accordance with the following Plan goals:

- G1: To eliminate and prevent conditions of blight which constitute economic and social liabilities to the community.**
- G2: To prevent physical and economic deterioration of the Urban Renewal Area.**
- G3: To attract capital investment in the downtown, and to assist in the retention and expansion of existing businesses, thus strengthening the City's economic base.**
- G4: To create a stable tax base.**
- G5: To facilitate the development of mixed used projects in the downtown area.**

Multi-Modal Transportation System – A transportation system that accommodates a variety of transportation options including automobiles, public transit, public safety vehicles, pedestrians and bicycles in a balanced way to maximize access and mobility and to minimize congestion.

The Loveland Comprehensive Master Plan describes the general land use categories in the community, and identifies the downtown as an activity center that includes a mix of uses designed to provide shopping, services, public uses, and residences. The objectives stated in the *Loveland Comprehensive Master Plan Section 4.10 Land Use Plan* that support urban renewal activities in the downtown are:

- LU:1.1 Coordinate growth with provision of City facilities and services within the Growth Management Area, and locate the city's growth within this boundary.*
- LU: 1.3 Provide quality, livable neighborhoods.*
- LU: 1.4 Provide for a mixture of commercial, office, high technology, public and residential uses.*
- LU: 1.5 Provide for mixed-use employment districts to encourage high-quality office, retail, light industrial, high technology, and residential development.*
- LU: 1.6 Provide a transportation system capable of minimizing traffic congestion.*

The *Loveland 2020 Transportation Plan* indicates that Downtown Loveland and the surrounding neighborhoods have discontinuity in the sidewalk network from one property to the next, and that a number of sidewalks are in need of repair. The goals of the *Loveland 2020 Transportation Plan* that support urban renewal activities in the downtown are:

- *Plan a safe, efficient, continuous, coordinated and convenient multi-modal transportation system that serves the need of the community*

now and establishes the foundation for a transportation system that is sustainable for future generations.

- *Develop transportation plans that sustain the economic vitality of the community consistent with the Loveland Comprehensive Master Plan.*
- *Investigate all reasonable funding strategies and develop a plan and an implementation strategy that recognizes current funding realities and limitations.*

Pedestrian Image - A term used to describe streets or areas that are laid out in an interconnected network providing convenient and safe pedestrian access between important destinations. Areas with a positive pedestrian image, are attractively landscaped, provide visual interest and a sense of security to encourage walking.

The active redevelopment strategy for Downtown Loveland is based on a broader set of goals established during master planning efforts for the area in previous years by the City and the former DDA, which was disbanded in 1999. The creation of the Urban Renewal Authority is an activity that satisfies the broader goals for downtown Loveland, and provides access to many creative redevelopment tools that had not previously been available in downtown Loveland. As the Authority guides redevelopment activities in the downtown, it should continue to recognize the following broader goals for the area:

- *Provide a safe and enjoyable pedestrian image.*
- *Utilize the unique art identity and history of Loveland in creating a downtown image.*
- *Attract a level of goods and services desired by the entire community, both to strengthen the downtown market area and minimize the flow of local consumers to areas outside the city.*
- *Provide a parking arrangement that reflects the needs of both downtown visitors and employees, that optimizes the use of the land, and does not deter the appearance of the area.*
- *Maximize the opportunities for developers to redevelop or rehabilitate portions of the downtown.*
- *Explore joint development opportunities for keystone redevelopment projects.*

- *Develop mechanisms to effectively leverage public and private resources such as tax increment districts, historic district, etc.*



A mixed-use infill project with a 200-space underground parking structure has been modeled on the former Walgreen's block. Concept drawing courtesy of Kenney & Associates, Loveland CO.

5. Redevelopment Opportunities

The Authority will have numerous opportunities to participate in redevelopment activities during implementation of this Plan. Listed below are some, but not all of the present opportunities for the Authority to pursue.

5.1 Catalyst Projects

The City identified the former Walgreen's Block and the Loveland Feed & Grain Site in recent revitalization efforts as redevelopment opportunities. Both sites represent a type of anchor redevelopment opportunity for the downtown that can serve as catalysts for spin-off private investment in other areas of the downtown. Anchor developments are urban elements that attract users to itself and consequently to adjacent elements which are not, by themselves, attractions.

The redevelopment of the Walgreen's site presents an opportunity to demonstrate a major mixed-use infill anchor. This project concept has the potential to capture a niche segment of the Loveland market, and to focus on a strategic location in the downtown while demonstrating good architecture design and representative streetscapes. The City modeled this concept with the permission of the property owners, and proposed a possible partnership arrangement whereby the Authority finances a public parking structure to satisfy community needs and assist in the redevelopment of the site.

The Loveland Feed & Grain site presents an opportunity for the Authority to advance a combined historic rehabilitation and mixed-use infill project. The City modeled this site with the permission of property owners based on a concept that utilizes the Feed & Grain building as a rehabilitated historic structure to house an arts related use, and the surrounding vacant properties as market rate commercial and residential infill uses.

5.2 Historic Rehabilitation Projects

The City explored opportunities for Authority participation in historic rehabilitation projects on such sites as the Lincoln Hotel and McKee Community Health Center properties. Historic rehabilitation, or adaptive reuse as it is sometimes called, is the practice of using older structures for new development opportunities. These activities provide for the revitalization and redevelopment of older urban areas by providing new uses for existing structures, and in the context of this Plan can serve to limit or prevent the further spread of blight conditions. With the City's other efforts to make access to the State's economic incentives for historic preservation more easily attainable for local property owners, it is likely that the spin-off redevelopment of existing structures will occur along side efforts to develop major infill anchors such as the former Walgreen's site and Feed & Grain Site.

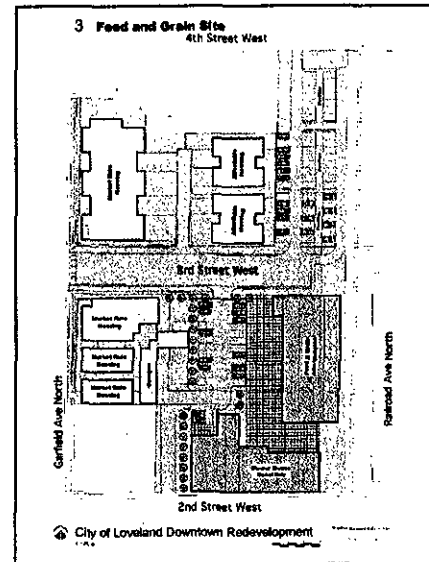
The Authority should look for joint-venture partnership opportunities in rehabilitation projects, and should consider the creation of additional economic incentive programs for historic rehabilitation.

5.3 Enhancement Projects

As identified in Section 6 of the Plan, the Authority will look for opportunities to tie into other planned capital infrastructure projects and finance special enhancements that meet the goals of the Plan. Enhancement features that may be pursued by the Authority include landscaping, decorative paving, lighting, entry features such as signage, and other pedestrian amenities.

Upcoming opportunities for Authority enhancement partnerships include, but are not limited to, the enhancement of these capital infrastructure projects:

- Resurface of US Highway 287 in the downtown area and the reconstruction of curbs and sidewalks as proposed by the City's Public Works Department and Colorado Department of Transportation for 2004.



The Loveland Feed & Grain Site and adjacent properties were modeled as a mixed-use historic rehabilitation/infill project. Courtesy of Winter, Kramer & Jessup, Boulder, CO.

Public-private Partnerships –
A collaborative arrangement between public and private entities in which resources and information are shared in order to serve a particular public purpose. Public-private partnerships specify joint rights and responsibilities and imply some sharing of risks, costs or assets, thereby allowing parties to effectively achieve common goals.

- Alley reconstruction program, recently reinstated by the Public Works Department, presents opportunities to enhance pedestrian linkages between key city blocks. One alley reconstruction per year has been proposed.

6. Authorized Urban Renewal Activities

Colorado's Urban Renewal Law allows and this Plan recommends a wide range of activities. It is the intent of the Loveland Urban Renewal Authority to provide incentives to *stimulate* private investment in *cooperation* with property owners and other affected parties to accomplish the objectives of the Plan. Public-private partnerships and Joint-venture development will be the key to the Authority's strategy for preventing the spread of blight and eliminating blight conditions. Reliance on powers such as condemnation will only be considered as a final option, as determined by the Authority's Board of Commissioners, to achieve the redevelopment objectives of this Plan.

6.1 Owner Participation Agreement

The Urban Renewal Authority may enter into ownership participation agreements with property owners or developers in the Urban Renewal Area for the development, redevelopment or rehabilitation of their property. These agreements would facilitate participation and assistance that the Authority may choose to provide to such owners and developers.

Owner participation and other agreements of this nature will contain, at a minimum, provisions requiring:

- Compliance with the Urban Renewal Plan and all applicable City ordinances and regulations.

- Covenants to begin and complete development, construction, or rehabilitation of both public and private improvements within a period of time considered to be appropriate by the Authority.
- The financial commitment(s) of each party.

6.2 Property Acquisition

In the event that the Loveland Urban Renewal Authority determines it is necessary to acquire any real property to implement this plan, the Authority may do so by any means available by law.

The Authority may acquire property for the following reasons:

- a) to eliminate or reverse the trend of conditions of blight;
- b) to carry out one or more objectives of the Plan;
- c) to assemble property for redevelopment by private enterprise;
- d) for needed public improvements;
- e) and for any lawful purpose authorized by the Urban Renewal Plan, subject to the provisions of the Urban Renewal Law, or any other applicable law.

Acquisition of property by eminent domain is not authorized unless the City Council approves, by majority vote, the use of eminent domain by the Authority after mailing or delivering a notice to the owner of such property, at the owner's last known address, of the time, date and place of the City Council meeting at which such acquisition question will be considered by the City Council. Such notice shall be mailed or delivered at least 10 days prior to the date of such meeting. The question of such authorization is not deemed to be an amendment or modification of this Urban Renewal Plan.

6.3 Property Management

It may be necessary from time to time, for the Authority to acquire property and maintain it until such time when the property can be integrated into a larger assemblage of land to complete a redevelopment project.

During the period that the Authority owns this acquired property, such property will be under the management and control of the Authority and may be rented or leased pending its disposition for redevelopment.

6.4 Relocation Assistance & Payments

It is not expected that the activities of the Authority in carrying out this Plan will displace any person, family or business. However, to the extent that, in the future, the Authority may acquire property that displaces any person, family or business, it shall develop a relocation program to assist any such party in finding another location under such terms and conditions as it may determine are consistent with the requirements of applicable law.

6.5 Demolition, Clearance & Site Preparation

The Authority may demolish and clear buildings, structures, and other improvements from any property it acquires in accordance with this Plan. The Authority may provide rough and finished site grading and other site preparation activities as part of a specific redevelopment program.

The Urban Renewal Authority will not undertake the demolition or clearance of structures or sites that are officially landmarked by the State, federal government, or local historic preservation authorities without their approval.

6.6 Public Improvements and Facilities

Public improvements and cooperation by the public sector (Loveland Urban Renewal Authority and the City of Loveland) with the private sector will be considered

insofar as such improvements and actions enhance the success of redevelopment of the Urban Renewal Area and respond to community needs.

The Authority will look for opportunities to coordinate with other planned capital improvement projects identified by the City in its (CIP) and finance special enhancements. In accordance with the 2020 Transportation Plan, the inclusion of pedestrian features in improvements such as bridges, entryway features, and road improvement projects are examples of enhancement opportunities.

6.7 Property Disposition

The Authority may dispose of property it acquires by means of a reasonable competitive bidding process it established in accordance with the Urban Renewal Law and pursuant to redevelopment agreements between the Authority and such purchasers. All such agreements shall conform with the requirements of the Urban Renewal Law.

6.8 Cooperative Agreements

For the purposes of planning and implementing this Plan, the Authority may enter into one or more cooperative agreements with the City or other public entities. Such agreements may include provisions regarding project financing and implementation; design, location and construction of public improvements and any other matters required to implement this Plan.

6.9 Other Plan Undertakings & Activities

The Urban Renewal Law authorizes the Authority to undertake zoning and planning activities to regulate land use, maximum densities, and building requirements in the urban renewal area. For purposes of implementing this Plan, the Loveland Urban Renewal Authority shall defer governance of the aforementioned activities to the

City of Loveland Municipal Code and other applicable municipal standards and regulations.

7. Plan Financing

The Authority is authorized to finance implementation of the Plan by any method authorized by the Urban Renewal Law or any other applicable law, including:

- Appropriations from the City,
- Loans or advances from the City of Loveland,
- Federal loans and grants,
- State loans and grants,
- Interest income,
- Agreements with public and private parties or entities,
- Sale of securities or other assets ,
- Property and sales tax increments,
- Loans and advances from any other available source.

Such methods may be combined to finance all or part of the Plan activities. Any financing method authorized by the Plan or by any applicable law, may be used to pay the principal of and interest on indebtedness, and to establish reserves for indebtedness (whether funded, refunded, assumed or otherwise) incurred by the Authority or City to finance any project contemplated by this Plan or undertaken pursuant to the Plan, either in whole or in part.

The Authority is authorized to issue notes, bonds, or any other financing instruments or documents in amounts sufficient to finance all or part of a project. The Authority is authorized to borrow funds and to create indebtedness in carrying out this Plan. The principal, interest and any premiums due in connection with such indebtedness may be paid from tax increments or any other funds available to the Authority.

Tax Increment Financing
- or "TIF" is a method of financing redevelopment activities that is directly tied to the success of those activities.

American Planning Association
Growing Smart Legislative
Guidebook, 2002

7.1 Tax Increment

The Project may be financed by the Authority under the tax allocation financing provisions of the Urban Renewal Law. Under the tax allocation method of financing the Project, property taxes levied after the effective date of the approval of this Plan upon taxable property in the Urban Renewal Area each year by or for the benefit of any public body or all or a portion of municipal sales taxes collected within the Urban Renewal Area, or both such taxes, shall be divided for a period not to exceed twenty-five (25) years after the effective date of the adoption of this tax allocation provision, as follows:

7.1.1 Base Amount

That portion of the taxes which are produced by the levy at the rate fixed each year by or for such public body upon the valuation for assessment of taxable property in the Urban Renewal Area last certified prior to the effective date of approval of the Plan or, as to an area later added to the Urban Renewal Area, the effective date of the modification of the Plan, and, subject to the City Council approval, that portion of municipal sales taxes collected within the boundaries of the Urban Renewal Area in the twelve-month period ending on the last day of the month prior to the effective date of the approval of the Plan, or, in the case of municipal sales taxes, both such portions, shall be paid into the funds of each such public body as are all other taxes collected by or for said public body.

7.1.2 Increment Amount

That portion of said property taxes in excess of such base amount and, subject to City Council approval, that portion of said municipal sales taxes in excess of such base amount, shall be allocated to and, when collected, paid into a special fund of the Authority to pay the principal of, the interest on, and any premiums due in connection with the bonds of, loans or advances to, or indebtedness incurred by (whether funded, refunded, assumed or otherwise) the Authority for financing or refinancing, in whole or in part, the Urban Renewal

Project. Any excess municipal sales tax collections not allocated pursuant to this subparagraph shall be paid into the funds of the municipality.

Unless and until the total valuation for assessment of the taxable property in the Urban Renewal Area exceeds the base valuation for assessment of the taxable property in the Urban Renewal Area, all of the taxes levied upon taxable property in the Urban Renewal Area shall be paid into the funds of the respective public bodies. Unless and until the total municipal sales tax collections in the Urban Renewal Area exceed the base year municipal sales tax collections in the Urban Renewal Area, all such sales tax collections shall be paid into the funds of the City.

When such bonds, loans, advances and indebtedness, including interest thereon and any premiums due in connection therewith, have been paid, all taxes upon the taxable property in the Urban Renewal Area shall be paid into the funds of the respective public bodies and all such municipal sales tax collections in the Urban Renewal Area shall be paid into the funds of the City.

8. Urban Renewal Authority Development Applications

All City codes and standards shall apply when the Authority assumes the role of the primary applicant for development in the urban renewal area.

9. Review and Amendment of the Approved Plan

The intent of this section is to clarify the modification processes for the Urban Renewal Plan. The Plan may be

modified pursuant to the provisions of the Urban Renewal Law governing such modifications, including Section 31-25-107, C.R.S., as amended.

9.1 Urban Renewal Plan Review Process

The review process for the Urban Renewal Plan is intended to provide a mechanism to allow those parties responsible for implementing the Plan to periodically evaluate its effectiveness and make adjustments to ensure efficiency in implementing the recommended urban renewal activities.

The following steps are intended to serve as a guide for Plan review:

1. The Authority may propose modifications, and the Authority shall make such modifications as may be directed by the City Council provided they are consistent with the Comprehensive Master Plan, and the Urban Renewal Law.
2. Modifications may be developed from suggestions of the Authority, City Council, and Staff operating in support of the Authority.
3. A series of joint workshops may be held by and between the Authority, and City Council to direct and review the development of Plan modifications.

9.2 Plan Modification Process

Any proposed modification of the Plan will be submitted to the City Council for a resolution as to whether or not such modification will substantially change the Urban Renewal Plan. The Plan may be modified pursuant to provisions of the Urban Renewal Law governing such modifications, including 31-25-107(7) C.R.S., as this provision may be amended in the future.

9.3 Minor Variations

The Authority may in specific cases allow minor variations from the provisions of the Plan if it determines that a literal enforcement of the provisions of the Plan would constitute an unreasonable limitation beyond the intent and purpose of the Plan.

10. Authority Governance

The Urban Renewal Law allows flexibility in the governance of the Authority with members consisting of either an appointed-citizen commission, or City Council members acting as the ex-officio Authority commission.

In actions leading up to the creation of the Authority, the City Council agreed to accept the responsibility of governance of the Authority as the ex-officio commission. The term for this governance framework is to extend for the duration of two (2) years from the official date of adoption of this Plan.

Upon expiration of the specified term of two (2) years after the official date of adoption of this Plan, the Authority (City Council) will consider the need to either extend the period of ex-officio governance by the City Council, or begin the development and implementation of actions to transition the governance to an appointed-citizen commission. The Authority (City Council) will consider budgetary controls, and other related fiscal controls if governance is shifted to an appointed citizen commission. At this same time, the Authority (City Council) will consider the need to employ permanent employee(s) to administer the Plan.

11. Plan Administration

The Authority may employ technical experts, agents, and employees, permanent and temporary, and it shall determine their qualifications, duties, and compensation.

Until such time that it is determined by the Authority that administration of the Plan requires the commitment of permanent employee(s), it is intended that the City of Loveland staff will fill the role of Plan administrators, and shall not be compensated above their existing salary or hourly wages as provided by their primary employer, the City of Loveland.

11.1 Executive

The City Manager of the City of Loveland, or their designee, is authorized to serve in the capacity as Secretary of the Authority (executive director), until such time that the Authority determines it is necessary to employ a full time Secretary.

11.2 Directorate-Liaison

The City of Loveland Long Range Planning Division (LRP) is authorized to provide the Authority and Secretary with directorate-liaison support. LRP will coordinate Authority activities necessary to implement the Plan, such as:

- Public hearing notifications;
- Affected party notification;
- Public information and outreach efforts;
- Report preparation,
- Record keeping,
- Management of technical experts and other agents;
- All other requirements deemed necessary to implement the Plan.

11.3 Legal Counsel

According to the Urban Renewal Law, the Authority may call upon the municipal counsel or chief legal officer of

the City for such legal services that it may require, or it may employ its own counsel and legal staff.

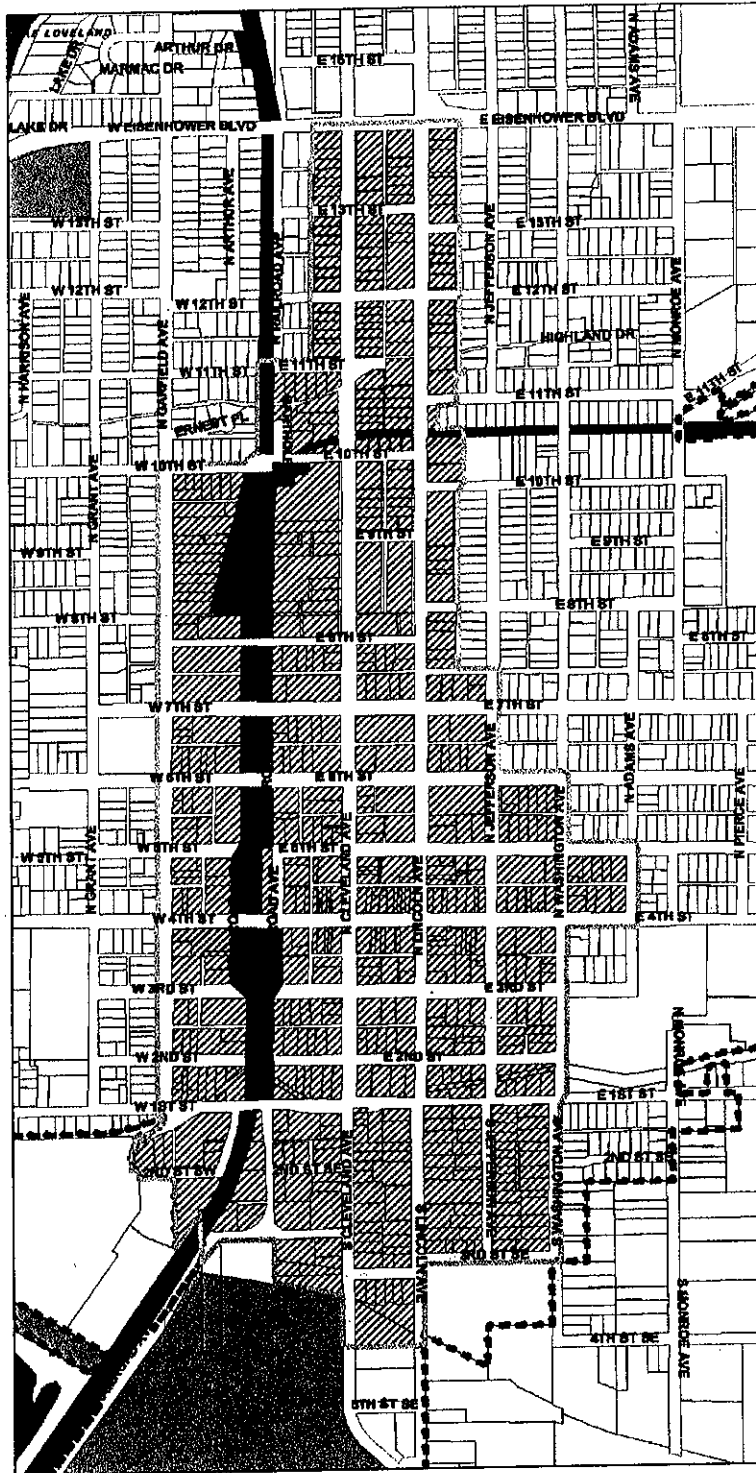
12. Severability

If any portion of the Urban Renewal Plan is held to be invalid or unenforceable, such invalidity will not affect the remaining portions of this Urban Renewal Plan.

13. Term

The Term of this Plan is twenty-five years from its effective date, unless the Authority deems that all projects have been accomplished and all debts incurred to finance those projects and all expenses of the Authority have been repaid. In that event, the Authority may declare the plan fully implemented and the total tax collections derived from the Urban Renewal Area shall be paid into the funds of the appropriate taxing entity.








Appendix



Downtown Loveland Urban Renewal Area



Legend

-  Urban Renewal Area
-  parcels
-  railroad ROW
-  streets & alleys
-  lakes
-  parks
-  municipal limits

Prepared by:
Long Range Planning Division
500 E. Third Street
Loveland, CO 80537






Date: 6/21/02



City of Loveland Vicinity Map: Urban Renewal Area

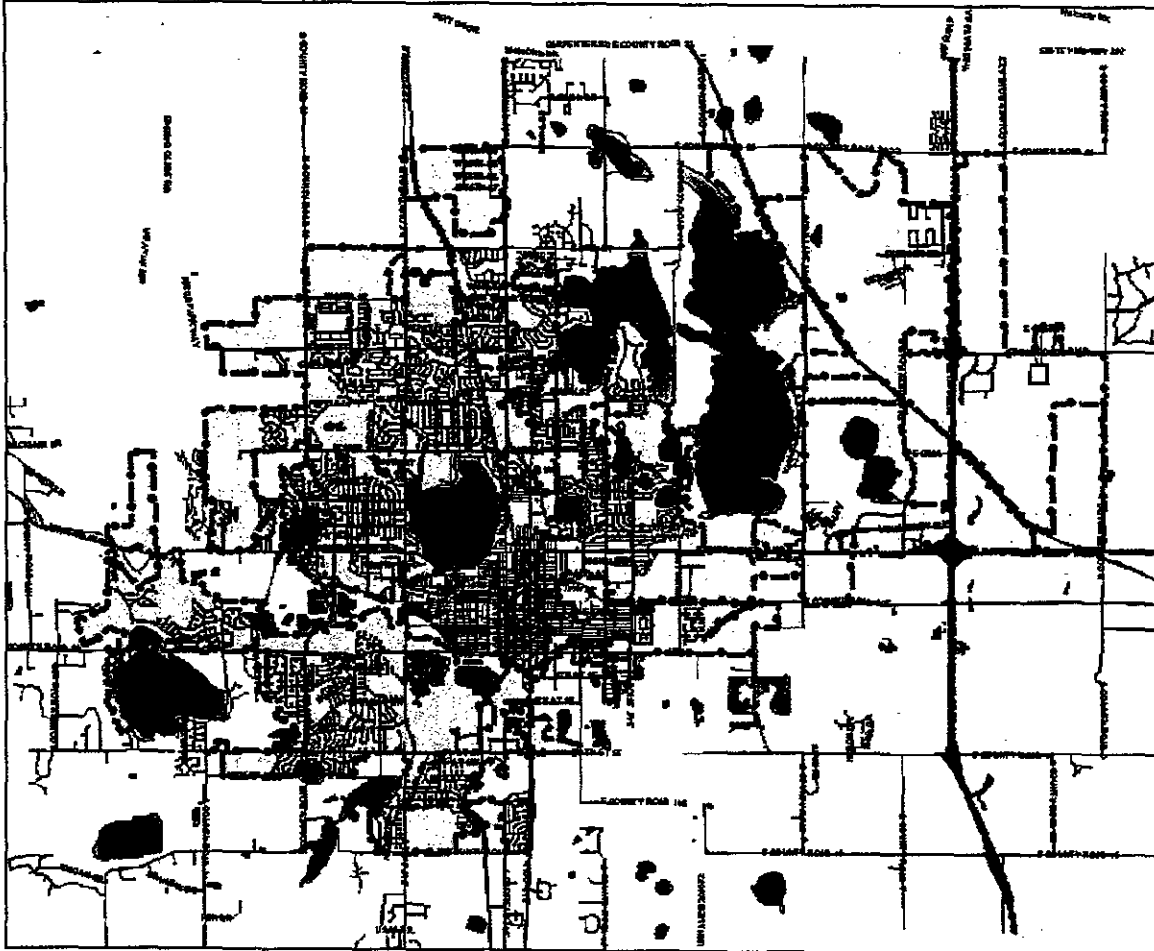


Legend

-  Urban Renewal Area
-  Railroad ROW
-  Streets & Alleys
-  Sites
-  Municipal Lots

Prepared by:
Long Range Planning Division
500 E. Third Street
Loveland, CO 80537

Date: 09/21/02



**Description
of the
Downtown Loveland Urban Renewal Area**

Beginning at the point of intersection of the south right-of-way (ROW) line of E. 4th Street and the east ROW line of N. Washington Avenue; thence southerly along said east ROW line to its point of intersection with the north ROW line of E. 3rd Street; thence continuing southerly to the point of intersection of the south ROW line of E. 3rd Street and the east ROW line of N. Washington Avenue; thence continuing southerly along said east ROW line to its point of intersection with the north ROW line of E. 1st Street; thence southwesterly to the point of intersection of the south ROW line of E. 1st Street and the east ROW line of S. Washington Avenue; thence southerly along said east ROW line its point of intersection with the north ROW line of the alley between E. 1st Street and 2nd Street S.E.; thence continuing southerly to the point of intersection of the south ROW line of said alley and the east ROW line of S. Washington Avenue; thence continuing southerly along said east ROW line its point of intersection with the north ROW line of 2nd Street S.E.; thence continuing southerly to the point of intersection of the south ROW line of 2nd Street S.E. and the east ROW line of S. Washington Avenue; thence continuing southerly along said east ROW line to its point of intersection with the south ROW line extended of 3rd Street S.E.; thence westerly along said extended line to the point of intersection of the west ROW line of S. Washington Avenue and the south ROW line of 3rd Street S.E.; thence continuing westerly along said south ROW line to its point of intersection with the east ROW line of S. Lincoln Avenue; thence southerly along said east ROW line to its point of intersection with the south line extended of Lot 3, Ponderosa Addition; thence westerly along said extended line to the point of intersection of the west ROW line of S. Lincoln Avenue and the south line of said Lot 3; thence continuing westerly along said south line to its point of intersection with the east ROW line of S. Cleveland Avenue; thence continuing westerly along the south line extended of said Lot 3 to its point of intersection with the west ROW line of S. Cleveland Avenue; thence northerly along said west ROW line to its point of intersection with the north bank of the Farmer's Ditch; thence northwesterly along said bank to its point of intersection with the west line extended of Block 1, Ackelbein 2nd Addition; thence northerly along said extended line to the southwest corner of said Block 1; thence continuing northerly along the west line of said Block 1 to its point of intersection with the south ROW line of 3rd Street S.E.; thence westerly along said south ROW line to its point of intersection with the east ROW line of S. Railroad Avenue; thence southwesterly along said east ROW line to its point of intersection with the south line extended of Henrikson Addition; thence northwesterly along said extended line to the point of intersection of the west ROW line of the Burlington Northern/Santa Fe Railroad and the south line of Henrikson Addition; thence continuing northwesterly along said south line to the southwest corner of Henrikson Addition; thence northerly along the west line of said Henrikson Addition to its point of intersection with the south ROW line of 2nd Street S.W.; thence westerly along said south ROW line to the NW corner of Mill First Addition; thence northerly perpendicular to said ROW line to a point on the south line of Mill Second Addition; thence westerly along said south line to the SW corner of Mill Second Addition; thence northerly and easterly along the west line of said Mill Second Addition to the NW corner thereof; thence easterly and southerly along the north line of Mill Second Addition to the NE corner thereof; thence northwesterly to the SW corner of Riverside Addition; thence northerly along the east line of Riverside Addition to its point of intersection with the south ROW line of W. 1st Street; thence continuing northerly to the point of intersection of the north ROW line of W. 1st Street and the west ROW line of the N. Garfield Avenue; thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of W. 2nd Street; thence continuing northerly to the point of intersection of the north ROW line of W. 2nd Street and the west ROW line of N. Garfield

Avenue; thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of W. 3rd Street; thence continuing northerly to the point of intersection of the north ROW line of W. 3rd Street and the west ROW line of N. Garfield Avenue; thence continuing northerly to the point of intersection of the south ROW line of the alley between W. 3rd Street and W. 4th Street and the west ROW line of N. Garfield Avenue; thence continuing northerly to the point of intersection of the north ROW line of said alley and the west ROW line of N. Garfield Avenue; thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of W. 4th Street; thence continuing northerly to the point of intersection of the north ROW line of W. 4th Street and the west ROW line of N. Garfield Avenue; thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of the alley between W. 4th Street and W. 5th Street and the west ROW line of N. Garfield Avenue; thence continuing northerly to the point of intersection of the north ROW line of said alley and the west ROW line of N. Garfield Avenue; thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of W. 5th Street; thence continuing northerly to the point of intersection of the north ROW line of W. 5th Street and the west ROW line of N. Garfield Avenue; thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of W. 6th Street; thence continuing northerly to the point of intersection of the north ROW line of W. 6th Street and the west ROW line of N. Garfield Avenue; thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of W. 7th Street; thence continuing northerly to the point of intersection of the north ROW line of W. 7th Street and the west ROW line of N. Garfield Avenue; thence continuing northerly along said west ROW line its the point of intersection with the south ROW line of the alley between W. 7th Street and W. 8th Street; thence continuing northerly to the point of intersection of the north ROW line of said alley and the west ROW line of N. Garfield Avenue; thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of W. 8th Street; thence continuing northerly to the point of intersection of the north ROW line of W. 8th Street and the west ROW line of N. Garfield Avenue; thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of W. 10th Street; thence continuing northerly to the point of intersection of the north ROW line of W. 10th Street and the west ROW line of N. Garfield Avenue; thence easterly to the point of intersection of the east ROW line of N. Garfield Avenue and the north ROW line of W. 10th Street; thence easterly and northeasterly along said north ROW line to its point of intersection with the west ROW line of the Burlington Northern/Santa Fe Railroad; thence northerly along said west ROW to its point of intersection with the south ROW line of the alley between W. 10th Street and W. 11th Street; thence continuing northerly to the point of intersection of the north ROW line of said alley and the west ROW line of the Burlington Northern/Santa Fe Railroad; thence continuing northerly along said west ROW line to its point of intersection with the south line of Little Barnes Ditch; thence continuing northerly to the point of intersection of the north line of said Ditch and the west ROW line of the Burlington Northern/Santa Fe Railroad; thence northerly along said west ROW line to its point of intersection with the south ROW line of E. 11th Street; thence continuing northerly to the point of intersection of the west ROW line of said Railroad and the north ROW line of W. 11th Street; thence northeasterly to the point of intersection of the east ROW line of N. Railroad Avenue and the north ROW line of E. 11th Street; thence easterly along said north ROW line to its point of intersection with the west ROW line of the alley between N. Railroad Avenue and N. Cleveland Avenue; thence northerly along said west ROW line to its point of intersection with the south ROW line of the alley between E. 11th Street and E. 12th Street; thence continuing northerly to the point of intersection of the north ROW line of the alley between E. 11th Street and E. 12th Street and the west ROW line of the alley between N. Railroad Avenue and N. Cleveland Avenue; thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of E. 12th Street; thence continuing northerly to the point of intersection of the north ROW line of E. 12th Street and the west ROW line of the alley between N. Railroad Avenue and N. Cleveland Avenue; thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of the alley

between E. 12th Street and E. 13th Street; thence continuing northerly to the point of intersection of the north ROW line of the alley between E. 12th Street and E. 13th Street and the west ROW line of the alley between N. Railroad Avenue and N. Cleveland Avenue; thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of the alley between E. 13th Street and E. Eisenhower Boulevard; thence continuing northerly to the point of intersection of the north ROW line of said alley between E. 13th Street and E. Eisenhower Boulevard and the west ROW line of the alley between N. Railroad Avenue and N. Cleveland Avenue; thence continuing northerly along said west ROW line to the point of intersection of the east line of Lot 21, Block 4, Loveland Heights Addition and the south line of the vacated alley ROW; thence easterly all said south line to the centerline of the vacated alley ROW; thence northerly along said centerline to its point of intersection with the south ROW line of E. Eisenhower Boulevard; thence continuing northerly along the west line extended of said Lots to its point of intersection with the centerline of E. Eisenhower Avenue; thence easterly along said centerline to its point of intersection with the east ROW line extended of the alley between N. Lincoln Avenue and N. Jefferson Avenue; thence southerly along said west alley line extended to the point of intersection of the south ROW line of E. Eisenhower Boulevard and said west alley line; thence continuing southerly along said west alley line to its point of intersection with the north ROW line of E. 13th Street; thence continuing southerly to the point of intersection of said west alley line and the south ROW line of E. 13th Street; thence continuing southerly along said west alley line to its points of intersection with the north ROW line of E. 12th Street; thence continuing southerly to the point of intersection of said west alley line with the south ROW line of E. 12th Street; thence continuing southerly along said west alley line to its point of intersection with the north line of Little Barnes Ditch; thence continuing southerly to the point of intersection of said west alley line and the south line of said Ditch; thence continuing southerly along said west alley line to its point of intersection with the centerline of the alley ROW vacated via Ordinance 3317 and recorded at Reception Number 86051452 adjoining Block 2, Lincoln Place Addition; thence easterly along the centerline of said vacated alley to its point of intersection with the east line of Lot 10, Block 2, Lincoln Place Addition; thence southerly along said east line x feet to a point; thence westerly perpendicular to said east line to a point on the east line of Lot 11, Block 2, Lincoln Place Addition; thence southerly along the east line of Said Lot 11 to its point of intersection with the north ROW line of E. 11th Street; thence continuing southerly to the point of intersection of the east line of Lot 11, Block 3, Lincoln Place Addition and the south ROW line of E. 11th Street; thence westerly along said south ROW line to its point of intersection with the east line of Lot 13, Block 3, Lincoln Place Addition; thence southerly along said east line to its point of intersection with the north ROW line of the Great Western/Omni Railroad; thence easterly along said north ROW line to its point of intersection with the east line of Lot 10, Block 3, Lincoln Place Addition; thence southerly to the point of intersection of the east line of Lot 2, Block 5, Orchard Park Addition and the south ROW line of said Railroad; thence continuing southerly along the east line of said Lot 2 to the NE corner of Lot 1, Block 5, Orchard Park; thence continuing south along the east line of said Lot 1 to its point of intersection with the north ROW line of E. 10th Street; thence southwestly to the point of intersection of the south ROW line of E. 10th Street and the east ROW line of the alley between N. Jefferson Avenue and N. Lincoln Avenue; thence southerly along said east ROW line to its point of intersection with the north ROW line of E. 8th Street; thence continuing southerly to the point of intersection of the south ROW line of E. 8th Street and the east ROW line of the alley between N. Jefferson Avenue and N. Lincoln Avenue; thence southerly along said east ROW line to its point of intersection with the north ROW line of the alley between E. 8th Street and E. 7th Street; thence easterly along said north ROW line to its point of intersection with the west ROW line of N. Jefferson Avenue; thence continuing easterly to the point of intersection of said north ROW line and the east ROW line of N. Jefferson Avenue; thence southerly to the point of intersection of the south ROW line of said alley and the east ROW line of N. Jefferson Avenue; thence continuing southerly along said east line to its point of intersection with the north ROW line of E. 7th Street; thence continuing southerly to the point of intersection of the south ROW line of E. 7th Street and the east line of E.

Jefferson Avenue; thence continuing southerly along said east line to its point of intersection with the north ROW line of the alley between E. 7th Street and E. 6th Street; thence continuing southerly to the point of intersection of the south ROW line of said alley and the east ROW line of N. Jefferson Avenue; thence continuing southerly along said east line to its point intersection with the north ROW line of E. 6th Avenue; thence easterly along said north line to its point intersection with the west ROW line of N. Washington Avenue; thence continuing easterly to the point intersection of the north ROW line of E. 6th Avenue and the east ROW line of N. Washington Avenue; thence southerly to the point of intersection of the south ROW line of E. 6th Avenue and the east ROW line of N. Washington Avenue; thence southerly along said east ROW line to its point of intersection with the north ROW line of the alley between E. 6th Street and E. 5th Street; thence continuing southerly to the point of intersection of the south ROW line of said alley and the east ROW line of N. Washington Avenue; thence continuing southerly along said east line to its point of intersection with the north ROW line of E. 5th Street; thence easterly along said north ROW line to its point of intersection with the west ROW line of N. Adams Avenue; thence continuing easterly to the point of intersection of the north ROW line of E. 5th Street and the east ROW line of N. Adams Avenue; thence southerly to the point of intersection of the south ROW line of E. 5th Street and the east ROW line of N. Adams Avenue; thence southerly along said east ROW line to its point of intersection with the north ROW line of E. 4th Street; thence continuing southerly to the point of intersection of the east ROW line N. Adams Avenue and the south ROW line of E. 4th Street; thence westerly to the point of intersection of the west ROW line of N. Adams Avenue and the south ROW line of E. 4th Street; thence continuing westerly along said south ROW line to the Point of Beginning.