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## Loveland Fire Rescue Authority Board Meeting



**Station 2**  
**3070 W. 29<sup>th</sup> Street**  
**Community Room**  
**Loveland, Colorado 80537**  
**Wednesday, December 14, 2016**  
**1:30 PM**

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**Loveland Fire Rescue Authority (LFRA) Board Meeting Agenda**  
**Station 2, 3070 W 29<sup>th</sup> Street**  
**Community Room**  
**Loveland, Colorado 80537**  
**Wednesday, December 14, 2016**  
**1:30 PM**

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*On The Loveland Fire Rescue Authority (LFRA) is committed to providing an equal opportunity for services, programs and activities and does not discriminate on the basis of disability, race, age, color, national origin, religion, sexual orientation or gender. LFRA contracts with the City of Loveland for assistance with translation, discrimination concerns, and Americans with Disabilities Act accommodations. Please contact the City of Loveland Title VI Coordinator at [TitleSix@cityofloveland.org](mailto:TitleSix@cityofloveland.org) or 970-962-2372 for translation services and discrimination concerns. LFRA will make reasonable accommodations for citizens in accordance with the Americans with Disabilities Act (ADA). For more information on ADA or accommodations, please contact the City of Loveland ADA Coordinator at [bettie.greenberg@cityofloveland.org](mailto:bettie.greenberg@cityofloveland.org) or 970-962-3319.*

*La Autoridad de Rescate de Incendios de Loveland (LFRA, por sus iniciales en inglés) se compromete a proveer oportunidades equitativas para servicios, programas, y actividades, y no discrimina basándose en discapacidades, raza, edad, color, origen nacional, religión, orientación sexual, o género. La LFRA tiene contratos con la Ciudad de Loveland para recibir asistencia para traducciones, en caso de preocupaciones de discriminación, y de acomodaciones de la Ley de Americanos con Discapacidades. Por favor comuníquese con el Coordinador del Título VI de la Ciudad de Loveland en [TitleSix@cityofloveland.org](mailto:TitleSix@cityofloveland.org) o al 970-962-2372 si necesita servicios de traducción o tiene preocupaciones de discriminación. La LFRA organizará acomodaciones razonables para ciudadanos de acuerdo con la Ley de Americanos con Discapacidades (ADA, por sus iniciales en inglés). Si desea más información acerca de la ADA o acerca de las acomodaciones, por favor comuníquese con la Coordinadora de la Ciudad de Loveland en [bettie.greenberg@cityofloveland.org](mailto:bettie.greenberg@cityofloveland.org) o al 970-962-3319.*

Wireless access: COLGuest, accesswifi

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**AWARDS AND PRESENTATIONS**

**CONSENT AGENDA**

*Anyone in the audience will be given time to speak to any item on the Consent Agenda. Please ask for that item to be removed from the Consent Agenda. Items pulled will be heard at the beginning of the Regular Agenda. You will be given an opportunity to speak to the item before the Board 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 today's meeting should come forward state your name and address for the record before being recognized by the Chair. Please do not interrupt other speakers. Side conversations should be moved outside the meeting room. Please limit your comments to no more than five minutes.*

1. Consider a Motion to Approve the Minutes from the Loveland Fire Rescue Authority Board for the November 16, 2016 Regular Board Meeting.



Loveland Fire Rescue Authority (LFRA) Board Meeting Agenda  
 Station 2, 3070 W 29<sup>th</sup> Street  
 Community Room  
 Loveland, Colorado 80537  
 Wednesday, December 14, 2016  
 1:30 PM

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2. Consider a Motion to Approve the LFRA Board Meeting Calendar.
3. Consider Adoption of a Resolution Establishing the 2017 Meeting Location, Time and Dates, and Designating the Location for Posting Meeting Notices of the Loveland Fire Rescue Authority.
4. Consider a Motion to Adopt the 2017 Pay Plan.
5. Consider a Motion to Approve the 4<sup>th</sup> Amendment to the Establishing Intergovernmental Agreement, the Property Leases with the City and the Rural District, and the Omnibus Bills of Sale with the City and the Rural District.

**End of Consent Agenda**

**REGULAR AGENDA**

*Anyone who wishes to address the Board on any item on this part of the agenda may do so when the Chair calls for public comment. All public hearings are conducted in accordance with Board By-Laws. When Board is considering approval, the Authority's By-laws only requires that a majority of the Board quorum be present to vote in favor of the item.*

6. Presentation of the Training Center Master Plan Design
7. Conceptual Station Location Analysis for the Proposed Fire Station 10, Location Response Maps, ISO Coverage Area, and Possible Funding Options
8. Review Briefing Papers and Correspondence.
  - a. Chief's Report
  - b. Battalion Chief Tim Smith Memorandum on Colorado Task Force One
  - c. Letters
  - d. November Operations Statistics
  - e. October Community Safety Division Statistics
  - f. November Community Safety Division Statistics
9. Conduct an Election for the 2017 LFRA Board Officers
10. Any Other Business for Board Consideration.

**ADJOURN**

## Agenda Item Cover

Item No.: 1

Meeting Date: December 14, 2016

Prepared By: Renee Wheeler, Administrative Director



### TITLE

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Consider a Motion to Approve the Minutes from the November 16, 2016 Loveland Fire Rescue Authority (LFRA) Regular Board Meeting

### EXECUTIVE SUMMARY

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The attached document, prepared by Kristen Cummings and edited by outside attorneys, is a record of the November 16, 2016 regular meeting of the LFRA Board. The document details the discussions at the meeting including: the approval of the consent agenda (minutes, approval of the Rosenbauer engine purchases, and an intergovernmental agreement with the Rural District for apparatus purchase); public hearing and approval of a supplemental budget appropriation to establish an LFRA Employee Benefits Fund; a status report on the 4<sup>th</sup> Amendment to the establishing intergovernmental agreement, property leases and the omnibus bill of sale for the equipment; the Chief's report, clarification on the six month "Acting" Lieutenant and Captains positions temporarily promoted to fill for injuries; and an executive session related to negotiation strategy.

### BACKGROUND

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Standard meeting protocol

### STAFF RECOMMENDATION

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Approve as written

### FINANCIAL/ECONOMIC IMPACTS

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N/A

### ASSOCIATED STRATEGIC GOALS

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N/A

### ATTACHMENTS

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November 16, 2016 Minutes



**Loveland Fire Rescue Authority Board Meeting Minutes  
Wednesday, November 16, 2016  
3070 W. 29<sup>th</sup> Street, Loveland  
1:30 p.m.**

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**Members Present:**

Board Chairman Jeff Swanty, Loveland Rural Fire Protection District ("Rural District")  
Vice Chairman Cecil Gutierrez, City of Loveland Mayor  
Director Steve Adams, Loveland City Manager  
Director Dave Legits, President of the Rural District

**Members Absent:**

Director John Fogle, City of Loveland Council Member

**Staff Present:**

Greg White, Secretary of Rural District  
Mark Miller, Fire Chief  
Renee Wheeler, Public Safety Administrative Director  
Ned Sparks, Division Chief  
Greg Ward, Division Chief  
Kristen Cummings, Business Services Coordinator  
Dino Ross, Legal Counsel to the Authority

**Visitors:**

None

**Call to Order:**

Chairman Swanty called the Loveland Fire Rescue Authority ("LFRA") Board meeting to order on the above date at 1:56 p.m.

**Swearing In:**

None

### **Awards and Presentations:**

Before the Board meeting was called to order, Chief Miller hosted a pinning ceremony for the promotion of Tyler Drage to Lieutenant, and the promotion of Vincent Knickelbein to full-time firefighter.

### **Public Comment:**

None

### **Consent Agenda:**

- 1. Consider a Motion to Approve the Minutes from the Loveland Fire Rescue Authority October 26, 2016 Regular Board Meeting.**
- 2. Consider a Motion to Approve the Purchase of Three Rosenbauer South Dakota Tenders and One Type 3 Rosenbauer Minnesota Engine for \$1,111,065.**
- 3. Consider a Motion to Approve the Revised Intergovernmental Agreement for Apparatus Purchase.**

Vice Chairman Gutierrez moved to approve consent agenda. Director Adams seconded; motion carried unanimously.

### **Regular Agenda:**

- 4. Conduct Public Hearing and Consider a Motion to Approve a Supplemental Appropriation to Establish an LFRA Employee Benefits Fund.**

Chairman Swanty opened the public hearing to consider a supplemental appropriation to establish an employee benefits fund within LFRA's annual budget. No public desiring to comment on the supplemental appropriation were present at the hearing. Motion to approve a 1.6 million dollar appropriation, including employee contributions, for the purpose of establishing an employee benefits fund within LFRA's annual budget made by Director Legits. Director Adams seconded; motion carried unanimously. Chairman Swanty closed the public hearing.

- 5. Status Report on the 4<sup>th</sup> Amendment to the Establishing Intergovernmental Agreement, the Property Leases with the City and the Rural District, and the Omnibus Bills of Sale with the City and the Rural District.**

Attorney Ross reviewed with the Board the proposed resolution on the three outstanding issues with the City on the 4<sup>th</sup> Amendment to the Establishing Intergovernmental Agreement (Establishing IGA) and the real property Lease Agreements. First, with respect to the term of the Lease Agreements, the City has agreed to do a 25-year term, with one 25-year automatic renewal. All documents have been updates to reflect this. The second issue was whether the Authority would be required to bring supplemental appropriation requests to the City Council for approval, even if no additional contribution is requested of the City. The City has agreed that only if additional contributions are requested will supplemental appropriation requests need to be brought before City Council. And, with respect to the third issue regarding insurance coverage, the City has agreed to continue the comprehensive property and liability insurance it

currently maintains on its fire stations and training center. LFRA, as the tenant, will be required to carry renter's insurance. LFRA also will be required to maintain tenant's legal liability and comprehensive general liability coverage. The City's comprehensive property and liability insurance would be primary over LFRA's comprehensive general liability coverage, and LFRA's tenant's legal liability coverage would be primary over the City's comprehensive property and liability insurance. The City will consider approval of all of the property transfer documents, including the 4th Amendment to the Establishing IGA, the real property Lease Agreements, and the Omnibus Bill of Sale, on December 6, 2016, and then the Rural Board will consider its approval on December 7. The LFRA Board will consider its approval at the next Board meeting in December.

Director Adams also reported on the possibility of the City making their contributions to LFRA in one lump sum at the beginning of the year, instead of monthly payments.

## **6. Chief's Report**

Chief Miller reported that the application period for the new Human Resources Manager closes on Friday, and approximately 35 applications have been received so far. This position will report directly to Chief Miller. The application period for the new firefighter positions closes next Friday. There are currently 35-40 applications for these positions. Chief Ward held an informational meeting last week, and approximately 12 candidates attended. The first week of December will be the testing process, and the Chief's interviews will be December 16.

The new Engine 3 will be ready at the end of December. After that engine is in service, the sale of the LaFrance engine will occur, likely by the end of January.

The contract for LFRA to purchase the land for Station 7 is currently in negotiations, and is in the hands of the landowner at this time. Chief Miller has already signed the proposed contract and does not foresee any issues with moving forward. Currently a footprint of the station's placement on the land is being drafted to take to Larimer County as part of the platting and subdivision process. There is a committee of LFRA, City, and Rural District representatives in place that is working on options for funding construction of the station. Chairman Swanty will be attending the next meeting of that committee.

At the next LFRA Board meeting, there will be a presentation demonstrating analyses of possible locations for Station 10.

## **7. Other Business for Board Consideration**

Director Adams asked for clarification on the recent promotion of two "Acting Captains" and two "Acting Lieutenants". Chief Ward explained that two staff members have surgeries coming up that will take them off-duty or place them on light-duty for six months. The "acting" positions are temporary to fill those roles, and provide experience to those hoping to promote in the future. There was a competitive promotional process to fill the "acting" positions.

Chairman Swanty made a motion to go into executive session under Section 24-6-402(4)(e) of Colorado Revised Statutes for the purpose of determining the Authority's position on matters that may be subject to negotiations, develop strategy for negotiations, and instruct negotiators. Vice Chairman Gutierrez seconded; motion carried unanimously.

The Board went into executive session at 2:33 p.m. The Board concluded executive session at 3:40 p.m.

Chairman Swanty adjourned the regular meeting at 3:40 p.m.

The foregoing minutes, having been approved by the LFRA Board of Directors, constitute the official minutes of the meeting held on the date stated above.

\_\_\_\_\_  
Jeff Swanty, Chairman

\_\_\_\_\_  
Kristen Cummings, Secretary



# Agenda Item Cover

Item No.: 2

Meeting Date: December 14, 2016

Prepared By: Renee Wheeler, Public Safety Administrative Director



## TITLE

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Consider a Motion to Approve of the 2017 Loveland Fire Rescue Authority Board Meeting Calendar

## EXECUTIVE SUMMARY

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There are three meeting logistics considerations by the LFRA Board annually: meeting dates, start time and location. The proposal is to meet the last Wednesday of the month, 1:30 PM, in the Station 2 Community Room.

## BACKGROUND

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### Meeting Dates

Annually the LFRA Board is required to set meeting dates, times and locations.

*The LFRA Bylaws Section 4 (b):*

- b. The Board shall adopt annually by resolution a schedule of regular meetings that sets the dates, time and location of such meetings for the following year. A resolution setting the meeting dates, time and location for 2012 shall be adopted by the Board as soon as practicable.*

The calendar for the 2017 meetings is proposed to be:

January 25, 2017	May 31, 2017	September 27, 2017
February 22, 2017	June 28, 2017	October 25, 2017
March 29, 2017	July 26, 2017	November 15, 2017
April 26, 2017	August 30, 2017	December 13, 2017

### Meeting Time

The LFRA Board members have many responsibilities that often require meetings over the lunch hour prior to the LFRA Board meeting. It may be more convenient to change the meeting time from 1:00 PM to 1:30PM.

### Meeting Location

The meetings have been held at Station 2. The existing meeting location meets the need, assuming awards are moved to the apparatus bay.



## Agenda Item Cover

Item No.: 2

Meeting Date: December 14, 2016

Prepared By: Renee Wheeler, Public Safety Administrative Director

### STAFF RECOMMENDATION

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Approve the LFRA Board meetings for the last Wednesday of the month, with a start time of 1:30 PM at the Station 2 community room.

### FINANCIAL/ECONOMIC IMPACTS

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N/A

### ASSOCIATED STRATEGIC GOALS

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N/A

### ATTACHMENTS

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Calendar Format for the Meeting Schedule



# 2017

## LFRA Board Meeting Calendar

January						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	●	26	27	28
29	30	31				

February						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	●	23	24	25
26	27	28				

March						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	●	30	31	

April						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	●	27	28	29
30						

May						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	●	1		

June						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	●	29	30	

July						
Su	M	Tu	W	Th	F	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	●	27	28	29
30	31					

August						
Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	●	31		

September						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	●	28	29	30

October						
Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	●	26	27	28
29	30	31				

November						
Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	●	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

December						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	●	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

## Agenda Item Cover

Item No.: 3

Meeting Date: December 14, 2016

Prepared By: Renee Wheeler, Public Safety Administrative Director



### TITLE

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Consider the Adoption of a Resolution Establishing the 2017 Meeting Location, Time and Dates, and Designating the Location for Posting Meeting Notices of the Loveland Fire Rescue Authority

### EXECUTIVE SUMMARY

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Approval of the attached Resolution will designate the bulletin board immediately adjacent to the Loveland City Council Chambers located at 500 East 3<sup>rd</sup> Street, Loveland, Colorado, as the location for posting all of the Loveland Fire Rescue Authority (LFRA) Board meetings. All meetings will be the last Wednesday of the month, except November and December due to the holidays.

### BACKGROUND

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C.R.S Section 24-6-402(2)(c), requires the LFRA Board to designate a location for the posting all Board meeting notices within the boundaries of the authority service area no less than twenty four hours prior the holding of the meeting. The bulletin board adjacent to the City Council Chambers and the City Clerk’s Office has been the official meeting notice location for all City meetings for a number of years and seems reasonable as a location for the Fire Authority Board meetings as well.

### STAFF RECOMMENDATION

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Approve the Resolution as submitted

### FINANCIAL/ECONOMIC IMPACTS

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N/A

### ASSOCIATED STRATEGIC GOALS

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N/A

### ATTACHMENTS

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Resolution

**RESOLUTION # R-072**

**A RESOLUTION ESTABLISHING THE 2017 MEETING LOCATION, TIME AND DATES AND DESIGNATING THE LOCATION FOR POSTING MEETING NOTICES OF THE LOVELAND FIRE RESCUE AUTHORITY**

**WHEREAS**, on August 19, 2011, the Loveland Fire Rescue Authority (“Fire Authority”) was created by the Intergovernmental Agreement for the Establishment and Operation of the Loveland Fire Rescue Authority as a Separate Governmental Entity (“Formation Agreement”) the City of Loveland and the Loveland Rural Fire Protection District; and

**WHEREAS**, pursuant to the Section 1.4(a) of Article I of the Formation Agreement the Fire Authority Board (“Board”) is required to hold monthly meetings at a time and place fixed by resolution of the Board; and

**WHEREAS**, pursuant to C.R.S. § 24-6-402, the Board is also required to provide full and timely notice of such meetings by annually designating a public place for posting of such notices that is within the local public body’s boundaries and by posting such notices; and

**WHEREAS**, purpose of this resolution is to establish the Board’s 2017 regular meeting location, time and dates and to designate a public place for posting notice of such meetings.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF THE LOVELAND FIRE RESCUE AUTHORITY AS FOLLOWS:**

**Section 1.** That regular Board meetings shall be held at Fire Station 2, 3070 West 29<sup>th</sup> Street, Loveland, Colorado 80537, in the Community Room, at 1:30 p.m. on the following 2017 dates: January 25, February 22, March 29, April 26, May 31, June 28, July 26, August 30 September 27, October 25, November 15, and December 13.

**Section 2.** That the designated location for the posting of meeting notices of the Fire Authority shall be the bulletin board immediately adjacent to the Loveland City Council Chambers located at 500 East 3<sup>rd</sup> Street, Loveland, Colorado 80537.

**Section 3.** That this Resolution shall go into effect as of the date and time of its adoption.

ADOPTED this 14<sup>th</sup> day of December, 2016.

ATTEST:

\_\_\_\_\_  
Jeffrey M. Swanty, Chairperson

\_\_\_\_\_  
Secretary

## Agenda Item Cover

Item No.: 4

Meeting Date: December 14, 2016

Prepared By: Renee Wheeler, Administrative Director



### TITLE

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Consider a Motion to Approve the Pay Plan for 2017

### EXECUTIVE SUMMARY

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This is an administrative action for the LFRA Board to adopt the 2017 LFRA Pay Plan. The Pay Plan assists in delivering cost efficient, high quality services by establishing a competitive market based plan, while adhering to budgetary constraints. Annually the salary survey data is used for market analysis to develop pay ranges and compare current pay rates with the identified labor market, while also providing a financially sustainable plan.

### BACKGROUND

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The LFRA strives to remain competitive in providing employees with a total compensation plan of pay, benefits, and opportunities for development, in order to attract and retain high performing employees. LFRA uses a merit-based pay plan with the intent of maintaining competitive pay practices and to ensure a system that is sustainable for the future. The Pay Plan is established using both external market survey data and internal equity to determine appropriate pay levels for the pay plan. The compensation system does not include guidelines for specific placement of employee compensation within an assigned range other than to ensure employees are within the range of their position (not below the minimum nor above the maximum). The range structures are set based on the market, and the individual pay rates are based on performance, skills, and experience.

### STAFF RECOMMENDATION

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Adopt as recommended

### FINANCIAL/ECONOMIC IMPACTS

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Costs associated with personnel have been approved through the adoption of the 2017 Budget.

### ASSOCIATED STRATEGIC GOALS

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The recruitment and retention of quality employees is required to deliver all three strategic goals.

### ATTACHMENTS

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2017 LFRA Pay Plan

# 2017 Proposed Pay Plan

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**Loveland Fire and Rescue Authority**

## 2017 Proposed Pay Plan

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### Compensation Philosophy

The LFRA's total compensation system is designed to support the organization's mission, goals and objectives. We strive to offer competitive and performance-driven compensation through a comprehensive pay and benefits package to help attract, retain and motivate competent employees.

As a public employer, the LFRA aims to provide a competitive, market-based, and fiscally responsible compensation program.

The compensation system for LFRA employees is a market based pay plan that strictly adheres to operational and budgetary constraints. This market based compensation system compares an employee's actual salary to other comparable positions found at similar employers in the region. Mountain States Employers Council salary survey is utilized for this process. Our goal is to annually review and when necessary, adjust the pay plan according to market fluctuations.

The LFRA's pay plan is broken out into three sections; exempt; non-exempt and part time. Positions in all three sections are placed within a pay grade level based upon the individual position's market salary or internal equity. Examining actual pay ensures that the salaries paid to employees are competitive with salaries paid in the market.

When market salary information is not available, the LFRA uses internal equity by analyzing factors such as the degree of knowledge, skills, job family progression, span of control, reporting relationships, scope of decision-making authority, types of decisions made, and impact on the organization of such decisions, and autonomy. Positions are placed together into salary grades according to like skills, responsibilities, and qualifications as well as relative market rates.

Employee salaries are not automatically adjusted or raised to reflect range movement unless the position falls outside of the range. Employees may receive a merit increase at the end of each year based on their evaluated work performance. Supervisors have the ability to reward work performance through the performance management system within the following guidelines: actual employee performance plus the department budget must not exceed total dollars allowed for salaries and an employee must be paid a dollar amount within the range of their pay level classification. The performance management system is intended to ensure the LFRA is paying and rewarding employees based on performance.



## 2017 Proposed Pay Plan

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### Salary and Merit Increases

#### **New Hires**

New employees are typically hired within the minimum to the midpoint of the pay level for their position. The hiring salary depends upon:

- ✓ Experience and education
- ✓ Market demand
- ✓ Internal equity with others in the same position or pay level
- ✓ Department budget

#### **End of Probation**

Employees who successfully complete their initial probationary period are eligible for a salary increase. This increase will depend on:

- ✓ How well the employee is performing in the position
- ✓ Internal equity with others in the same position
- ✓ Department budget

#### **End of Year Evaluations**

All employees shall receive a year-end evaluation using the LFRA's performance management system (unless within their probationary period) and may be eligible for a salary increase based upon:

- ✓ How well the employee met the performance expectations of the position
- ✓ Internal equity with others in the same position
- ✓ Department budget
- ✓ Range movement within the respective position pay level

If an employee is at the maximum of their pay range they are not eligible for a base pay increase with merit; however, they may be eligible for a lump sum payment based on performance. All year-end increases must coincide with a completed evaluation signed by the employee and supervisor.

## 2017 Proposed Pay Plan

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### Proposed 2017 Holiday Schedule

Monday, January 2	Day after New Year's Day
Monday, May 29	Memorial Day
Tuesday, July 4	Independence Day
Monday, September 4	Labor Day
Friday, November 10	Day before Veteran's Day
Thursday, November 23	Thanksgiving Day
Friday, November 24	Day after Thanksgiving
Monday, December 25	Christmas Day

Employees will also receive 3 floating holidays in 2017

**PROPOSED 2017 LFRA Exempt Pay Plan**

<b>Exempt Pay Plan</b>			
<b>Job Title</b>	<b>Range Minimum</b>	<b>Range Midpoint</b>	<b>Range Maximum</b>

<b>Salary Grade F-E03 (Vac Level B)</b>	<b>\$78,100</b>	<b>\$101,500</b>	<b>\$124,900</b>
Hourly Rate	\$37.55	\$48.80	\$60.05
Fire Hourly Rate	\$26.83	\$34.86	\$42.89

Deputy Fire Marshal  
 Emergency Manager  
 Fire Captain  
 Human Resources Manager

<b>Salary Grade F-E04 (Vac Level B)</b>	<b>\$88,500</b>	<b>\$115,000</b>	<b>\$141,500</b>
Regular Hourly Rate	\$42.55	\$55.29	\$68.03
Fire Hourly Rate	\$30.40	\$39.49	\$48.59

Battalion Chief

<b>Salary Grade F-E05 (Vac Level A)</b>	<b>\$96,900</b>	<b>\$126,000</b>	<b>\$155,100</b>
Hourly Rate	\$46.59	\$60.58	\$74.57
Fire Hourly Rate	\$33.28	\$43.27	\$53.26

Fire Division Chief  
 Public Safety Administration Director

<b>Salary Grade F-E06 (Vac Level A)</b>	<b>\$106,900</b>	<b>\$139,000</b>	<b>\$171,100</b>
Hourly Rate	\$51.40	\$66.83	\$82.26

Fire Chief

**PROPOSED 2017 LFRA Non-Exempt Pay Plan**

<b>Non-Exempt Pay Plan</b>			
<b>Job Title</b>	<b>Range Minimum</b>	<b>Range Midpoint</b>	<b>Range Maximum</b>

<b>Salary Grade F-N01</b>	<b>\$37,800</b>	<b>\$46,350</b>	<b>\$54,900</b>
Hourly Rate	\$18.18	\$22.28	\$26.39

Administrative Technician

<b>Salary Grade F-N02</b>	<b>\$42,400</b>	<b>\$52,000</b>	<b>\$61,600</b>
Hourly Rate	\$20.39	\$25.00	\$29.62

Business Services Coordinator

<b>Salary Grade F-N03</b>	<b>\$45,400</b>	<b>\$56,800</b>	<b>\$68,200</b>
Hourly Rate	\$21.83	\$27.31	\$32.79
Fire Hourly Rate	\$15.60	\$19.51	\$23.42

Fire Inspector  
Firefighter I

<b>Salary Grade F-N04</b>	<b>\$49,800</b>	<b>\$62,300</b>	<b>\$74,800</b>
Hourly Rate	\$23.95	\$29.95	\$35.96
Fire Hourly Rate	\$17.11	\$21.39	\$25.69

Administrative Analyst  
Firefighter II

<b>Salary Grade F-N05</b>	<b>\$55,300</b>	<b>\$70,500</b>	<b>\$85,700</b>
Hourly Rate	\$26.59	\$33.89	\$41.20

<b>Salary Grade F-N06</b>	<b>\$59,300</b>	<b>\$75,600</b>	<b>\$91,900</b>
Hourly Rate	\$28.51	\$36.35	\$44.18
Fire Hourly Rate	\$20.37	\$25.96	\$31.56

Fire Engineer  
Fire Inspection Technician  
Plans Reviewer  
Public Affairs Officer

<b>Salary Grade F-N07</b>	<b>\$69,000</b>	<b>\$88,000</b>	<b>\$107,000</b>
Hourly Rate	\$33.18	\$42.31	\$51.44
Fire Hourly Rate	\$23.70	\$30.22	\$36.74

Fire Lieutenant

### PROPOSED 2017 LFRA Part Time Pay Plan

<b>Part Time Pay Plan</b>		
<b>Job Title</b>	<b>Range Minimum</b>	<b>Range Maximum</b>
<b>Salary Grade F-PT1</b> Fire Records Clerk	<b>\$9.30</b>	<b>\$12.25</b>

<b>Position Title</b>	<b>Page Number</b>	<b>Pay Level</b>
Administrative Analyst	2	F-N04
Administrative Technician	2	F-N01
Battalion Chief	1	F-E04
Business Services Coordinator	2	F-N02
Deputy Fire Marshal	1	F-E03
Emergency Manager	1	F-E03
Fire Captain	1	F-E03
Fire Chief	1	F-E06
Fire Division Chief	1	F-E05
Fire Engineer	2	F-N06
Fire Inspection Technician	2	F-N06
Fire Inspector	2	F-N03
Fire Lieutenant	2	F-N07
Fire Records Clerk	3	F-PT1
Firefighter I	2	F-N03
Firefighter II	2	F-N04
Human Resources Manager	1	F-E03
Plans Reviewer	2	F-N06
Public Affairs Officer	2	F-N06
Public Safety Administration Director	1	F-E05

## Agenda Item Cover

Item No.: 5

Meeting Date: December 14, 2016

Prepared By: Renee Wheeler, Administrative Director



### TITLE

Consider a Motion to Approve the 4<sup>th</sup> Amendment to the Establishing the Loveland Fire Rescue Authority, the Omnibus Bill of Sale and the Property Leases

### EXECUTIVE SUMMARY

This is an administrative action to advance the next planned step in the maturation of the Loveland Fire Rescue Authority associated with property. The fourth amendment to the Loveland Fire Rescue Authority establishing intergovernmental agreement, an omnibus bill of sale for equipment and the leases for the fire training center, administrative and community safety division offices and the stations have been approved by City Council on December 6, 2017 and considered by the Loveland Rural Fire Protection District on December 7, 2016. The Rural District did propose changes to the lease term to be consistent with the City's lease term (25 yrs with automatic 25 year renewal), removal of the reference to the Opticom in the bill of sale because the rural district doesn't own any Opticom, and including the telecommunications charges in the utility bills that the Authority will pay.

The agreements primarily address the ownership of property and equipment used to deliver fire rescue services. The City and the Rural District would retain ownership of the stations and the training center, leasing them to the Authority. The equipment and the responsibility for replacing that equipment transfers to the Authority. The agreement also changes the basis of the contribution to the Authority from actual net expenditures to budgeted net expenditures and gives the Authority Board the ability to approve supplemental budget requests if there are no additional contributions required of the governing partners.

### BACKGROUND

Essentially, the City and the Rural District had been operating under a contractual agreement for over five decades and each year there were questions as to the equity of the partnership and benefit of partnering. At Council's urging, and after many months of research, it was determined that the creation of a Fire Authority was simply the most prudent approach for the City and the District. The process of creating an Authority began in 2009.

In 2012, when the Loveland Fire Rescue Authority became a reality, there were a series of "maturation" steps that were set in motion in order to achieve the objective of being a fully separate governmental entity and function as a *model* Fire Authority, serving the citizens of Loveland and surrounding Loveland rural areas.

The primary reason for creation of the Authority was to create a more *viable financial and operational partnership* between the City of Loveland and the Loveland Rural Fire Protection District.

The 2012 LFRA Strategic Plan called for the Authority to function under the initial IGA for a period of five years, and during that time, evaluate the functionality of the Authority and continue working towards full maturation, which included converting all City of Loveland fire employees to be under the Authority. This monumental task was completed in 2015 and now all fire employees work for the Fire Authority. The next and most logical step in the maturation process was to create formal lease agreements in which the City and the District would lease all real property (fire stations and the training center) to the Authority. Additionally, the City and the District would transfer ownership of all fire equipment (fire engines/apparatus) to the Authority and the Authority would assume full responsibility of ownership, maintenance (contracted with the City), and the replacement of engines.

## Agenda Item Cover

Item No.: 5

Meeting Date: December 14, 2016

Prepared By: Renee Wheeler, Administrative Director



The goal of the Authority Board is to have the entire lease/transfer process complete by year end, to become official January 1, 2017.

This has taken an enormous amount of strategic planning, legal discussion, and vetting to get to this point. There is we a *solid* transition in the works that has been approved by both governing partners.

It's important to note, that this transition is basically formalizing what has been in place the last five years. Most importantly, the service provided by LFRA will not change a bit, and this will only solidify the partnership between the City and the District, which in essence will ultimately allow for continued exceptional service to the citizens of Loveland and the surrounding Loveland rural areas.

### STAFF RECOMMENDATION

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Approve the documents as written.

### FINANCIAL/ECONOMIC IMPACTS

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All impacts were included in the adopted budget (i.e., LFRA Fleet Replacement Fund).

### ASSOCIATED STRATEGIC GOALS

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Deploy an effective emergency response to minimize damage and loss.

### ATTACHMENTS

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1. Resolution
2. Fourth Amendment to the LFRA Establishing IGA FINAL
3. Omnibus Bill of Sale – City to Authority FINAL
2. Fire Station Lease Agreement – City to Authority
  - a. Map – Station 1
  - b. Legal Description – Station 2
  - c. Legal Description – Station 3
  - d. Map – Station 4
  - e. Legal Description – Station 5
  - f. Legal Description – Station 6
3. Training Site Lease Agreement – City to Authority
  - a. Map of training site
4. Administration Office Lease Agreement – City to Authority
  - a. Map of fire admin
5. Omnibus Bill of Sale – City to District
6. Fire Station Lease Agreement – District to Authority



**FOURTH AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT FOR THE ESTABLISHMENT AND OPERATION OF THE LOVELAND FIRE RESCUE AUTHORITY AS A SEPARATE GOVERNMENTAL ENTITY BETWEEN THE CITY OF LOVELAND AND THE LOVELAND RURAL FIRE PROTECTION DISTRICT CONCERNING THE LEASE AND TRANSFER OF REAL AND PERSONAL PROPERTY TO THE AUTHORITY**

**WHEREAS**, on August 19, 2011, pursuant to that certain Intergovernmental Agreement for the Establishment and Operation of the Loveland Fire Rescue Authority as a Separate Governmental Entity ("Formation Agreement"), the City of Loveland ("City") and the Loveland Rural Fire Protection District ("District") created the Loveland Fire Rescue Authority ("Authority"), a public entity of the State of Colorado, for the purpose of providing fire suppression, fire prevention and public education, rescue, extrication, hazardous materials and emergency medical services (collectively, "Emergency Services") within their joint jurisdiction and service area. The Formation Agreement subsequently was amended pursuant to the First, Second, and Third Amendments to the Intergovernmental Agreement for the Establishment and Operation of the Loveland Fire Rescue Authority as a Separate Governmental Entity. The Formation Agreement and the First, Second, and Third Amendments thereto are referred to collectively herein as the "Formation Agreement", and the City and District are referred to collectively as the "Parties" or individually as a "Party";

**WHEREAS**, pursuant to Sections 6.1 and 6.2 of the Formation Agreement, the City initially leased for renewing one-year periods its Fire and Rescue Department real and personal property ("City Fire Property") to the Authority for the provision of Emergency Services within the Authority's jurisdiction;

**WHEREAS**, pursuant to Section 7.1 and Article VIII of the Formation Agreement, the District initially leased for renewing one-year periods its fire equipment and apparatus ("District Fire Equipment") to the Authority for the provision of Emergency Services within the Authority's jurisdiction, except that the District Fire Equipment leased to the Authority did not include any fire equipment or apparatus then used by the Big Thompson Canyon Volunteer Fire Department ("Canyon Department");

**WHEREAS**, Article XIV of the Formation Agreement acknowledges that the Parties intended an initial transition term of five years, during which time the Parties were to evaluate the benefits, effectiveness, governance, and operational efficiency of the Authority;

**WHEREAS**, the governing bodies of each of the Parties and the Authority have determined that the Authority is performing effectively and efficiently, and that it is in the best interests of the Parties, the Authority, and the citizens they serve for the Authority to take title to or hold pursuant to long-term leases the City Fire Property and District Fire Equipment, as well as all real property owned by the District, and the fire equipment and apparatus used by the Canyon Department (collectively, the "Property Transfer");

**WHEREAS**, the governing bodies of each of the Parties and the Authority have further determined that it is in the best interests of the Parties, the Authority, and the citizens they serve

to simplify the procedures for the Parties' payment of costs to the Authority, so as to provide regularity in payment amounts and to reduce the administrative burdens associated with processing and accounting for such payments;

**WHEREAS**, the Parties desire to enter into this Fourth Amendment to the Formation Agreement ("Fourth Amendment") to accomplish the Property Transfer and payment simplifications; and,

**WHEREAS**, the Parties agree that all other terms and conditions of the Formation Agreement shall remain in full force and effect.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. That Section 4.1 of the Formation Agreement is amended in its entirety to read:

**Section 4.1 Annual Budget**

The Board shall adopt an annual budget for maintenance and operation costs, capital costs, costs of services, and personnel costs, subject to approval of the annual budget by the Parties' respective governing bodies. ~~The Board shall submit the budget to the Parties' respective governing bodies for their approval.~~ The Authority's ~~proposed~~ annual budget shall become effective ~~only~~ after approval by the Parties' respective governing bodies without further action required of the Board. Any supplemental ~~appropriation by budget of the Authority~~ requiring additional contributions by the Parties also shall ~~be approved by~~ become effective only after approval of the Parties' respective governing bodies ~~before becoming effective.~~ Supplemental budgets of the Authority not requiring additional contributions by the Parties shall become effective after approval of the Board. The Authority shall comply with all applicable requirements of the Local Government Budget Law of Colorado.

2. That Section 5.1 of the Formation Agreement is amended in its entirety to read:

**Section 5.1 Payment of Costs**

- (a) Beginning on January 1, 2016, each Party shall pay to the Authority its respective allocated share of the Authority's total annual contribution to the Consolidated Volunteer Pension Plan (defined in Article X below) ("Pension Plan Share"). Each Party shall pay its Pension Plan Share on or before November 30 of each year. The Parties' Pension Plan Share percentages are equal to their Allocated Share percentages, defined below.
- (b) Beginning on January 1, 2012, each Party shall pay to the Authority its respective allocated share of all of the total estimated costs and expenses of the Authority as set forth in the Authority's approved annual budget

("Allocated Share"); provided that pursuant to subparagraph (a) above, beginning on January 1, 2016, each Party will pay its Pension Plan Share separately, and it will not be part of each Party's Allocated Share. The Parties' Allocated Share percentages are set forth on **Exhibit A** attached hereto and incorporated by reference.

~~i. In order to provide the Authority with sufficient operating revenue at the start of each year, on January 1 of each year, each Party shall advance one-sixth of its Allocated Share to the Authority ("Annual Advance").~~

~~ii. Following payment of the Parties' Annual Advances, the Authority shall thereafter invoice the Parties monthly on the fifth working day of each month beginning in February for its actual expenses incurred during the preceding calendar month. Such invoices shall be due on or before the last day of the month.~~

~~iii. By the last day of February following each calendar year, the Authority shall reconcile the payments received from the Parties during the preceding calendar year, including the Annual Advances, with the Authority's actual expenditures for such year. The Authority shall issue each Party a final invoice showing any amount of refund due to, or additional amount owed by, such Party for the preceding calendar year as determined by such reconciliation. If a Party is due a refund, the Authority shall reimburse the refund amount to such Party.~~

(c) In order to provide the Authority with sufficient operating revenue at the start of each year, on January 1 of each year, each Party shall advance one-sixth of its Allocated Share to the Authority ("Annual Advance"). Following payment of the Parties' Annual Advances, each Party shall thereafter remit to the Authority on or before the last day of each month between February and November one-twelfth of its Allocated Share. No portion of a Party's Allocated Share shall be due in December.

3. That Section 6.1 of the Formation Agreement is amended in its entirety to read:

**Section 6.1 Lease of City Fire Real Property**

Effective January 1, 2017, the City shall lease its City Fire Real Property to the Authority for a period of 25 years at a rate of \$1.00 per year, with one automatic renewal for an additional successive twenty-five-year period. The City and the Authority shall enter into one or more Lease Agreement(s) in a form mutually acceptable to the City and the Authority. Each Lease Agreement shall give both the City and the Authority the right to terminate such lease at any time for any business reason upon one year's prior written notice to the other party; provided, however, that if the City terminates the Lease Agreement, it must offer the Authority alternative real property space at the same rental rate for the balance of the initial 25 year term and renewal term. For purposes of this Section 6.1, "City Fire Real Property" shall mean: Fire Station 1, located at 410 E. 5<sup>th</sup>

Street; Fire Station 2, located at 3070 W. 29<sup>th</sup> Street; Fire Station 3, located at 900 S. Wilson Avenue; Fire Station 4, located at 4900 Earhart Road; Fire Station 5, located at 252 Knobcone Drive; Fire Station 6, located at 4325 McWhinney Boulevard; the Fire Training Facility, located at 100 E. Fire Engine Red Street; and, the Fire Administration Offices, located at 410 E. 5<sup>th</sup> Street; all in the City of Loveland, Colorado. The District agrees that in the event this Agreement is terminated as provided for herein, that the leases of the City Fire Real Property shall automatically terminate and the City shall be entitled to retake and retain sole and exclusive possession and control of all of the City Fire Real Property without the need for any judicial process to evict the Authority or the District from the City Fire Real Property or in any other manner to take exclusive possession and control of the City Fire Real Property from the Authority or the District.

~~The City hereby leases all of its existing fire stations and all of the portions of any City building and/or real property directly and currently used for fire and emergency services (collectively the "Real Property") to the Authority at no cost to the Authority. This lease of the Real Property shall be for an initial one year period with automatic renewals for additional successive one year periods subject to termination upon the termination of this Agreement. The District agrees that in the event this Agreement is terminated as provided in this Agreement, that this lease of the Real Property shall automatically terminate and the City shall be entitled to retake and retain sole and exclusive possession and control of all of the Real Property without the need for any judicial process to evict the Authority or the District from the Real Property or in any other manner to take exclusive possession and control of the Real Property from the Authority or the District.~~

4. That Section 6.2 of the Formation Agreement is amended in its entirety to read:

**Section 6.2 Transfer of City Fire Lease of Personal Property**

Effective January 1, 2017, the City shall transfer and convey to the Authority all right, title, and interest in and to all apparatus, vehicles, tools, equipment, and all other personal property owned by the City for the purpose of providing fire, rescue, and emergency medical services (collectively, "*City Fire Personal Property*"); except that the City Fire Personal Property shall not include: (i) the 2005 Freightliner/LDV Mobile Command Vehicle (Fleet #3300), or (ii) any apparatus maintenance tools, or any Opticom or other information technology systems or components owned by the City. The City Fire Personal Property shall be transferred "as-is" with no warranty by the City; provided, that the City shall assign any manufacturer's warranties on any City Fire Personal Property if such warranties are still in force and effect. Conveyance of the City Fire Personal Property shall be accomplished by one or more Bills of Sale in a form mutually acceptable to the City and the Authority. The City shall not receive any monetary consideration for transferring and conveying all right, title, and interest in and to the City Fire Personal Property to the Authority. In the event that any apparatus or vehicle transferred to the Authority as part of the City Fire Personal Property is subsequently sold by the Authority, the proceeds from such sale shall be applied to the purchase of new Authority-owned apparatus or vehicles, or shall be deposited into a dedicated Authority apparatus and vehicle replacement fund.

~~The City hereby leases all of its existing fire equipment and apparatus and other existing personal property directly used by it for fire and emergency services (collectively the "Personal Property") to the Authority at no cost to the Authority. This lease of the Personal Property shall be for an initial one year period with automatic renewals for additional successive one year periods subject to termination upon the termination of this Agreement. The District agrees that in the event this Agreement is terminated as provided in this Agreement, this lease of Personal Property shall automatically terminate and the City shall be entitled to retake and retain sole and exclusive possession and control of all of the Personal Property without the need for any judicial process to replevin the Personal Property from the Authority or the District or in any other manner to take exclusive possession and control of the Personal Property from the Authority or the District.~~

5. That the Exhibit B: *Human Resources, Administrative, and Operational Support Services Provided by the City* attached to the Formation Agreement is hereby deleted and replaced by the new Exhibit B: *Human Resources, Administrative, and Operational Support Services Provided by the City (Amended December 14, 2016)* attached to this Fourth Amendment as Attachment 1.
6. That Section 7.1 of the Formation Agreement is amended in its entirety to read:

**Section 7.1 Transfer of District Fire Personal Property Existing Equipment and Apparatus**

~~Effective January 1, 2017, the District shall transfer and convey to the Authority all right, title, and interest in and to all apparatus, vehicles, tools, equipment, and all other personal property owned or leased by the District for the purpose of providing fire, rescue, and emergency medical services (collectively, "***District Fire Personal Property***"); except that the District Fire Personal Property shall not include any Opticom or other information technology systems or components owned by the District. The District Fire Personal Property shall be transferred "as-is" with no warranty by the District; provided, that the District shall assign any manufacturer's warranties on any District Fire Personal Property if such warranties are still in force and effect. Conveyance of the District Fire Personal Property shall be accomplished by one or more Bills of Sale in a form mutually acceptable to the District and the Authority. The District shall not receive any monetary consideration for transferring and conveying all right, title, and interest in and to the District Fire Personal Property to the Authority. In the event that any apparatus or vehicle transferred to the Authority as part of the District Fire Personal Property is subsequently sold by the Authority, the proceeds from such sale shall be applied to the purchase of new Authority-owned apparatus or vehicles, or shall be deposited into a dedicated Authority apparatus and vehicle replacement fund.~~

~~The District hereby leases all of its fire equipment and apparatus (collectively the "Equipment") to the Authority at no cost to the Authority except the Equipment leased shall not include the fire equipment and apparatus now used by the Big Thompson Canyon Volunteer Fire Department (the "Canyon Department") which is described on **Exhibit C** attached hereto and incorporated by reference. This lease of the Equipment shall be for an initial one year period with automatic renewals for additional successive~~

~~one-year periods subject to termination upon the termination of this Agreement. The City agrees that in the event this Agreement is terminated as provided under this Agreement, that this lease of the Equipment shall automatically terminate and the District shall be entitled to retake and retain sole and exclusive possession and control of all of the Equipment without the need for any judicial process to replevin the Equipment from the Authority or the City or in any other manner to take exclusive possession and control of the Equipment from the Authority or the City.~~

7. That Article VIII of the Formation Agreement is amended in its entirety to read:

The District shall continue to maintain and fund the Canyon Department. Set forth on **Exhibit C** attached hereto and incorporated by reference, is the organizational chart for the Authority which shows the Canyon Department Chief under the operational control of the Authority's Fire Chief. ~~As provided in Section 7.1 above, Exhibit C also contains a list of the Canyon Department's apparatus and equipment that shall not be leased by the District to the Authority and shall be maintained by the District for use by the Canyon Department.~~ The District shall continue to maintain the Big Thompson Canyon Volunteer Firefighters Pension Fund as a separate pension fund. The Authority and the City shall have no responsibility for the funding of this pension fund or for funding any other costs related to the operation of the Canyon Department.

8. That the *Inventory Summary Report: Loveland Rural Fire Protection District* attached to the Formation Agreement as part of the Exhibit C thereto is hereby deleted and removed from Exhibit C.

9. That the following new Section 7.3 is added to the Formation Agreement:

**Section 7.3 Lease of District Fire Real Property**

Effective January 1, 2017, the District shall lease its District Fire Real Property to the Authority for a period of 50 years at a rate of \$1.00 per year. The District and the Authority shall enter into one or more Lease Agreement(s) in a form mutually acceptable to the District and the Authority. Each Lease Agreement shall give both the District and the Authority the right to terminate such lease at any time for any business reason upon one year's prior written notice to the other party; provided, however, that if the District terminates the Lease Agreement, it must offer the Authority comparable alternative real property space at the same rental rate for the balance of the 50 year term. For purposes of this Section 7.3, "**District Fire Real Property**" shall mean: Fire Station 8, located at 1461 W Highway 34, zip code 80537; and Fire Station 9, located at 433 Chipmunk Place, zip code 80515. The City agrees that in the event this Agreement is terminated as provided for herein, that the leases of the District Fire Real Property shall automatically terminate and the District shall be entitled to retake and retain sole and exclusive possession and control of all of the District Fire Real Property without the need for any judicial process to evict the Authority or the City from the District Fire Real Property or in any other manner to take exclusive possession and control of the District Fire Real Property from the Authority or the City.

10. That Section 9.2 of the Formation Agreement is amended in its entirety to read:

Upon termination of this Agreement, the City Council and District Board, or the authorized representatives of each, shall promptly meet and discuss, in good faith, the allocation of the Authority's assets between the City and the District, including all apparatus, vehicles, equipment, tools, cash funds, and all other real or personal property then owned by the Authority, of whatever type or nature whatsoever (collectively, "Authority Assets"). Any Authority Assets acquired by the Authority under this Agreement as the result of a Party's special monetary contribution, approved by Resolution of the Authority Board and identified in the Authority's fixed asset record, or by a Party's direct conveyance to the Authority, shall be returned to that contributing Party if said assets are still owed by the Authority in the form originally purchased or conveyed. All remaining Authority Assets shall be distributed between the Parties in proportion to their percent of allocation of funding set forth in **Exhibit A**. The Parties shall strive in good faith to ensure that the allocation of Authority Assets to each Party enables it to provide adequate fire, rescue, and emergency medical services within its boundaries. In the event that the Parties are not able to agree upon the allocation of Authority Assets despite their good faith efforts, then the Authority Assets, or such portion thereof for which the Parties are not able to agree, shall be sold, and the sales proceeds shall be distributed to the Parties in proportion to their percent of allocation of funding set forth in **Exhibit A**. ~~the Real Property, the Personal Property and the Equipment shall be disposed of as provided above in Sections 6.1, 6.2 and 7.1. All other assets subsequently acquired by the Authority under this Agreement as the result of a special monetary contribution or direct conveyance received from one of the Parties, shall be returned to that contributing Party if said assets are still owned by the Authority. All remaining assets of the Authority, including any funds, shall be distributed to the Parties in proportion to the percent of allocation of funding of the Parties set forth on **Exhibit A**. The Parties understand and agree that said distribution shall be accomplished in a manner taking into consideration the service requirements for fire and emergency services within the respective jurisdictions of the individual Parties following termination of this Agreement.~~

11. All other provisions of the Formation Agreement remain in force as written and are unaffected by this Fourth Amendment.

**[SIGNATURE PAGE IMMEDIATELY FOLLOWS]**

This Fourth Amendment to the Formation Agreement is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF LOVELAND

By: \_\_\_\_\_  
Stephen C. Adams, City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

LOVELAND RURAL FIRE PROTECTION DISTRICT

By: \_\_\_\_\_  
\_\_\_\_\_, President

ATTEST:

\_\_\_\_\_  
Secretary



Attachment 1  
**EXHIBIT B**

**Human Resources, Administrative, and Operational Support Services Provided by the City  
(As Amended December 14, 2016)**

City Service	Cost Allocation Formula
<p><u>City Clerk</u> Including without limitation:</p> <ul style="list-style-type: none"> <li>• Processing City Council agenda items related to the Authority.</li> <li>• Records assistance, including scanning software and guidance on records retention.</li> <li>• Coordination of records destruction.</li> </ul>	<p>The City shall determine the total portion of the "<del>City Clerk &amp; Court Administration; City Clerk</del>" budget line item that will be charged to all customer departments ("City Clerk Department Share"). The City shall allocate to the Authority that portion of the City Clerk Department Share as is equal to the proportion of City Council agenda items related to the Authority during the immediately preceding calendar year to the total number of City Council agenda items.</p>
<p><u>Budget and Finance</u> Including without limitation:</p> <ul style="list-style-type: none"> <li>• Planning and budgeting City contributions to fire capital improvements.</li> <li>• <del>Processing Authority annual and supplemental budget approval through City Council.</del></li> <li>• <u>Submitting the Authority's annual and any supplemental budget to the Department of Local Affairs ("DOLA") on behalf of the Authority.</u></li> <li>• Recording journal entries <u>and budget transfers.</u></li> <li>• Month-end closing of accounting records.</li> <li>• <del>Year-end closing transactions.</del></li> <li>• <u>Opening new account and project numbers.</u></li> <li>• <u>Fixed asset tracking and reconciliations.</u></li> <li>• <u>External auditing, accounting questions and research.</u></li> <li>• Including the Authority's financial information in the City's comprehensive annual financial report. <u>Submit the annual financial report to DOLA on behalf of the Authority.</u></li> <li>• Payroll processing <u>and reconciliation.</u></li> <li>• <del>Processing purchasing requisitions and purchasing orders.</del></li> <li>• <del>Processing formal bids. Purchasing Card administration as requested by Authority.</del></li> <li>• <del>Preparing</del> <u>Reviewing invoices and documentation, and processing weekly</u> vendor checks <u>and ACH payments.</u></li> <li>• Preparing and filing applicable tax reporting.</li> <li>• <del>Assisting with</del> <u>Verification of deposits and bank reconciliation.</u></li> </ul>	<p>The City shall determine the total portion of the "Finance" budget that will be charged to all customer departments ("Finance Department Share"). The City shall allocate to the Authority that portion of the Finance Department Share as has been determined by the most recent time study to be attributable to the amount of time the Finance Department spends working on Authority matters.</p>
<p><u>Dispatch</u> Including without limitation:</p> <ul style="list-style-type: none"> <li>• CAD administration and all dispatching functions.</li> </ul>	<p>The City shall determine the total portion of its costs and expenses incurred in operating its dispatching service that will be charged to customer departments ("Dispatch Department Share"). The City shall allocate to the Authority that portion of the Dispatch Department Share as is equal to the proportion of the number of Authority calls dispatched to the total number of calls dispatched.</p>

City Service	Cost Allocation Formula
<p><u>IT Programming &amp; Networks Infrastructure and Telecommunications</u> Including without limitation:</p> <ul style="list-style-type: none"> <li>• Installing and maintaining all hardware and software for <u>network switches, general and specific Authority use servers, PCs, laptops, mobile display units, status screens, Surface Pros/iPads, cell phones, printers/copiers, desktop phones, and email system.</u></li> </ul>	<p>The City shall determine the total portion of its <u>administration, infrastructure, and telecommunications</u> costs and expenses incurred in <u>hiring and/or contracting with a computer programmer(s) and a network administrator(s) supporting IT units, including network switches, servers, laptops, printers, PCs, phones, mobile data terminals, etc.,</u> that will be charged to all customer departments ("IT <u>Network-Unit</u> Department Share"). The City shall allocate to the Authority <u>such that</u> portion of the IT <u>Network-Unit</u> Department Share as is <u>attributable equal to supporting the software and IT networks utilized by the proportion of the number of Authority IT units to the total number of IT units supported by the City. Costs and expenses related to servers, mobile data terminals, etc., that are dedicated to the Authority's use or are shared by the City Police Department and the Authority, will be charged to the Authority either in full for Authority-dedicated units, or proportionately based upon the number of Authority units to the total number of Authority and Police Department units.</u></p>
<p><u>IT Support Application Services</u> Including without limitation:</p> <ul style="list-style-type: none"> <li>• <u>Programming Business analyst</u> assistance for all software programs for incident reports (such as ETI, OMEGA, Visinet), scheduling and timesheets (such as Telestaff), and financial systems (including payroll).</li> <li>• <u>Geographic Information Systems (GIS) assistance the Authority's mapping requirements.</u></li> </ul>	<p>The City shall determine the total portion of its costs and expenses incurred in <u>hiring and/or contracting with a business analyst and GIS support supporting IT units, including laptops, printers, PCs, phones, mobile data terminals, etc.,</u> that will be charged to all customer departments ("IT <u>Unit-Application</u> Department Share"). The City shall allocate to the Authority that portion of the IT <u>Unit-Application</u> Department Share as is equal to <u>supporting the proportion of the number of Authority IT units to the total number of IT units supported by the City software and GIS network components utilized by the Authority.</u></p>
<p><u>Human Resources</u> Including without limitation:</p> <ul style="list-style-type: none"> <li>• <del>Recruiting and job descriptions.</del></li> <li>• Administration of random drug testing program.</li> <li>• <del>Administration of retirement and pension plans.</del></li> <li>• <del>Employee performance management.</del></li> <li>• <del>Benefits and pay plan administration.</del></li> <li>• <del>Tuition reimbursement processing.</del></li> <li>• Employee training (as requested by the Authority).</li> <li>• <del>Workers' compensation administration.</del></li> <li>• <del>Property and liability insurance administration.</del></li> <li>• <del>Safety program assistance and environmental compliance.</del></li> <li>• Title VII and ADA compliance.</li> <li>• <del>May act as custodian of personnel files.</del></li> <li>• <u>Track CDL physicals and license renewals on the provider contract.</u></li> </ul>	<p>The City shall determine <u>and charge the Authority</u> that portion of the City's "<del>Human Resources; HR Administration + Compensation &amp; Benefits + Performance Mgmt.</del>" budget line items that will be charged to all customer departments ("HR Department Share"). The City shall allocate to the Authority that portion of the HR Department Share as is equal to the proportion of the average number of benefited full and part time Authority employees during the immediately preceding calendar year to the total average number of benefited full and part time City and Authority employees <u>reflects the City's actual costs in providing the Human Resources services to the Authority.</u></p>

City Service	Cost Allocation Formula
<p><u>Facilities</u> Including without limitation:</p> <ul style="list-style-type: none"> <li>Performing or contracting for all building maintenance and repair functions at all City Fire Real Property, including painting, HVAC system, roof repairs, cabinet building, cubical reconfigurations, etc.</li> <li>Contracting and paying for all utilities at the City Fire Real Property, including water, sanitation, sewer, electricity, light, heat, gas, power, fuel, and janitorial; all such services to be charged at the City rate where applicable.</li> <li>Managing all facilities construction projects within the City's boundaries.</li> </ul>	<p>The City shall determine a cost per square foot by dividing the City's total budgeted amount for the operation and maintenance of all City facilities by the total square footage of all City facilities, including the City Fire Real Property ("Square Foot Amount"). The City shall allocate to the Authority an amount equal to the Square Foot Amount multiplied by the total square footage of all of the City Fire Real Property, less a discount mutually agreed upon annually by the City and Authority, reflecting the limited public use of the City Fire Real Property and those janitorial functions provided by the Authority Personnel. If the City and Authority are unable to agree upon the discount amount by August 1, then a 10% discount shall be applied.</p>
<p><u>Fleet Maintenance</u> Including without limitation:</p> <ul style="list-style-type: none"> <li>Performing preventative maintenance and minor repairs on all apparatus and vehicles owned or leased by the Authority ("Authority Fleet").</li> <li>Coordinating and managing maintenance or repairs to the Authority Fleet to be made by third party contractors and/or vendors.</li> <li>Providing fuel supply and access to all City fueling locations to the Authority Fleet as part of the City's fleet fuel contract.</li> <li>Maintaining life-to-date cost for maintenance by apparatus/vehicle.</li> <li>Maintaining fuel usage records by apparatus/vehicle.</li> </ul>	<p><b>Maintenance and Repair:</b> The City shall determine the actual cost of any parts ordered or otherwise provided to accomplish any City-provided maintenance or repair, plus <u>any mark-up fee routinely and customarily charged by the City to its own City departments on any such parts ordered or otherwise provided, and</u> the amount of any labor charges based upon a fee-for-service schedule to be mutually agreed upon annually by the City and Authority. If maintenance or repair is made by a third party contractor or vendor, the City shall charge the Authority the actual undisputed amount of such third party's invoice.</p> <p><b>Fuel:</b> The City shall determine the <u>actual</u> number of gallons and total cost of all unleaded and diesel fuel utilized by the <u>City pursuant to the City's fleet fuel contract Authority</u> ("Fleet Fuel Amount"). The City shall <u>allocate to charge</u> the Authority <u>that portion of</u> the Fleet Fuel Amount <u>as that</u> is equal to the <u>proportion of gallons of unleaded and diesel fuel utilized by the Authority to the total actual cost of the</u> number of gallons of unleaded and diesel fuel utilized by <u>all vehicles, apparatus, and other equipment supported by the City's fleet fuel contract the Authority, plus any mark-up fee routinely and customarily charged by the City to its own City departments on unleaded and diesel fuel.</u></p>

## NON-RESIDENTIAL REAL PROPERTY LEASE AGREEMENT (City of Loveland Fire Stations 1, 2, 3, 4, 5, and 6)

THIS NON-RESIDENTIAL REAL PROPERTY LEASE AGREEMENT ("*Lease*") is entered into by and between the City of Loveland, a home-rule municipality of the State of Colorado, whose address is 500 E. 3rd Street, Loveland, CO 80537 ("*Landlord*"), and the Loveland Fire Rescue Authority, a public entity of the State of Colorado, whose address is 410 E. 5th Street, Loveland, CO 80537 ("*Tenant*"). The Landlord and the Tenant are referred to collectively as the "*Parties*" and individually as a "*Party*".

### ARTICLE I – GRANT OF LEASE

The Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the Tenant, does hereby lease to the Tenant, and the Tenant does hereby lease from the Landlord, the real property described in **Exhibit A**, attached hereto and incorporated by reference herein ("*Leased Premises*"), together with all improvements located thereon on the Commencement Date (defined below). The Landlord further leases to the Tenant all Opticom and other information technology systems, components, equipment, hardware, and software located on the Leased Premises, including, without limitation, laptop and desktop computers, tablets, fax/copy machines, and telephones.

### ARTICLE II – LEASE TERM

Section 1. Total Term of Lease. The term of this Lease begins on the Commencement Date, as defined in Section 2 of this Article II, and shall continue for twenty-five (25) years from the Commencement Date ("*Initial Term*"), after which this Lease shall automatically renew for one additional twenty-five (25) year term ("*Renewal Term*"), unless sooner terminated in accordance with Section 3 of this Article II. The Initial Term and Renewal Term, and any extensions thereof pursuant Article III, shall be collectively referred to as the "*Lease Term*".

Section 2. Commencement Date. The "*Commencement Date*" means the date the last Party signs this Agreement.

Section 3. Termination for Business Reason. Tenant may terminate this Lease for any reason upon one (1) year's prior written notice to Landlord. Landlord may terminate this Lease for any business reason if Landlord offers Tenant alternative space, at the same rental rate and on the same terms and conditions set forth herein, for the balance of the Lease Term, and from which alternative space Tenant can engage in the uses described in Section 1 of Article VIII below. Termination by Landlord for any business reason shall be effective one (1) year after Tenant's acceptance of the comparable alternative space, which acceptance shall not be unreasonably withheld. For purposes of this paragraph, "business reason" shall mean a legitimate reason related to the administration or operation of Landlord's business, and/or Landlord's financial condition or economic circumstances. Notwithstanding any provision of this Lease to the contrary, (i) in the event of termination of that certain Intergovernmental Agreement for the Establishment and Operation of the Loveland Fire Rescue Authority as a Separate Governmental Entity dated August 19, 2011 between the City of Loveland and the

Loveland Rural Fire Protection District, including all subsequent amendments thereto (collectively, the "*Establishing IGA*"), this Lease shall automatically terminate as of the date of the termination of the Establishing IGA; and, (ii) in the event the governing body of the City of Loveland or the Loveland Rural Fire Protection District fails to appropriate in any year during the Lease Term of this Lease its allocation payment required to be paid to the Authority under the Establishing IGA, this Lease shall terminate as of the date the allocation payment not appropriated otherwise would have been due and payable.

### ARTICLE III – EXTENSIONS

The Parties may elect to extend the Initial Term or Renewal Term upon such terms and conditions as may be agreed upon in writing and signed by the Parties at the time of any such extension.

### ARTICLE IV – DETERMINATION OF RENT

The Tenant agrees to pay the Landlord and the Landlord agrees to accept, during the Lease Term, at such place as the Landlord shall from time to time direct by notice to the Tenant, rent at the following rates and times:

Annual rent for the Lease Term shall be One Dollar (\$1.00) each year, due on the month and day of the Commencement Date.

### ARTICLE V – OBLIGATIONS FOR MAINTENANCE, REPAIRS, AND ALTERATIONS; UTILITIES

Section 1. Routine Maintenance and Repairs. During the Lease Term, Tenant, at its own cost and expense, shall be responsible for all routine maintenance and repair of the Leased Premises, including without limitation such regular preventative maintenance and incidental repairs as are necessary to keep the Leased Premises in good order, operating condition, and repair. If provided pursuant to the Establishing IGA, the Tenant shall utilize and pay for the facilities support services to be provided by the City of Loveland to the Loveland Fire Rescue Authority under the Establishing IGA ("*Facilities Support Services*") in effecting such routine maintenance and repairs of the Leased Premises pursuant to this Section 1, to the extent such routine maintenance and repairs are included within the scope of the Facilities Support Services.

Section 2. Landlord Maintenance and Repairs. During the Lease Term, Landlord, at its own cost and expense, shall be responsible for all major maintenance and structural repairs of the Leased Premises, including without limitation such structural repairs, replacements, alterations, and upgrades as are necessary to keep the Leased Premises in good order, operating condition, and repair, and/or to enhance the value or extend the life of the Leased Premises.

Section 3. Tenant's Alterations and Improvements. Tenant may not make any alterations, improvements, or additions in or about the Leased Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld. The Tenant shall have the right, at its sole expense, from time to time, to redecorate the Leased Premises and to make such

non-structural alterations and changes in such parts thereof as the Tenant shall deem expedient or necessary for its purposes; provided, however, that such alterations and changes shall neither impair the structural soundness nor diminish the value of the Leased Premises. The Landlord shall execute and deliver upon the request of the Tenant such instrument or instruments embodying the approval of the Landlord which may be required by the public or quasi-public authority for the purpose of obtaining any licenses or permits for the making of such alterations, changes, and/or installations in, to, or upon the Leased Premises, and the Tenant agrees to pay for such licenses or permits.

Section 4. Permits and Expenses. Each Party agrees that it will procure all necessary permits for making any repairs, alterations, or other improvements for installations, when applicable. Each Party shall give written notice to the other Party of any repairs required of the other pursuant to the provisions of this Article, and the Party responsible for said repairs agrees promptly to commence such repairs and to diligently prosecute the same to completion, subject, however, to the delays occasioned by events beyond the control of such Party.

Each Party agrees to pay promptly when due the entire cost of any work performed by it upon the Leased Premises so that the Leased Premises at all times shall be free of liens or verified statements for labor and materials. Each Party further agrees that in performing such work that it will employ materials of good quality and comply with all governmental requirements, and perform such work in a good and workmanlike manner.

Section 5. Utilities. Tenant shall pay for all water, sanitation, sewer, electricity, light, heat, gas, power, fuel, janitorial, and other services incident to Tenant's use of the Leased Premises, that are directly charged or imposed against the Leased Premises, or which the Parties mutually agree should be allocated against the Leased Premises (collectively, "*Utilities Services*"). If provided pursuant to the Establishing IGA, some or all of the Utilities Services may be included and paid for by the Tenant as part of the City of Loveland's Facilities Support Services.

## ARTICLE VI – TENANT'S COVENANTS

Section 1. Tenant's Covenants. Tenant covenants and agrees as follows:

A. To procure any licenses and permits required for any use made of the Leased Premises by the Tenant, and upon the expiration or termination of this Lease, to remove its goods and effects and those of all persons claiming under it, and to yield up peaceably to Landlord the Leased Premises in good order, repair, and condition in all respects; excepting only damage by fire and casualty covered by the insurance coverage, structural repairs (unless the Tenant is obligated to make such repairs hereunder), and reasonable wear and tear.

B. To permit the Landlord to enter the Leased Premises upon reasonable notice to inspect such repairs, improvements, alterations, or additions thereto as may be required under the provisions of this Lease.

## ARTICLE VII – USE OF PROPERTY BY TENANT

Section 1. Use. The Leased Premises may be occupied and used by the Tenant exclusively for fire suppression, fire protection, public education, rescue, extrication, hazardous materials, ambulance, emergency medical services, and related fire and emergency services administration, support, and training activities. The Tenant also may, in its discretion, permit other emergency services personnel to participate in the training activities of the Tenant's personnel or to separately conduct training; provided, however, that the Tenant shall first obtain appropriate written liability waivers and release forms, including any liability waivers and/or release forms supplied by and for the benefit of Landlord, from any third party and its personnel, if applicable, participating in training or other activities on the Leased Premises.

Nothing herein shall give the Tenant the right to use the Leased Premises for any other purpose or to sublease, assign, or license the use of the Leased Premises to any sublessee, assignee, or licensee, which or who shall use the Leased Premises for any other use.

#### ARTICLE VIII – SIGNAGE

Section 1. Exterior Signs. The Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect, and thereafter to repair or replace, if it shall so elect, signs on any portion of the Leased Premises, provided, that Tenant shall remove any such signs upon termination of this Lease, and repair all damage occasioned thereby to the Leased Premises.

Section 2. Interior Signs and Fixtures. The Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect, maintain, place, and install its usual and customary signs and fixtures in the interior of the Leased Premises, provided that Tenant shall remove any such signs and fixtures upon termination of this Lease, unless otherwise agreed to by Landlord, and repair all damage occasioned thereby to the Leased Premises.

#### ARTICLE IX – INSURANCE, INDEMNITIES AND LIABILITIES

Section 1. The Landlord shall not in any way be liable for any cost, liability, damage or injury including cost of suit and expenses of legal services, claimed or recovered by any person whomsoever, or occurring on the Leased Premises, or as a result of any operations, works, acts or omissions performed on the Leased Premises by Tenant, its agents, servants, employees or authorized tenants, or their guests or invitees. Tenant shall not in any way be liable for any cost, liability, damage or injury including cost of suit and expenses of legal services, claimed or recovered by any person whomsoever, or occurring on the Lease Premises, or as a result of any operations, works, acts, or omissions performed on the Lease Premises solely by the Landlord, their agents, servants, employees or authorized tenants, or any of the guests or invitees of such parties.

Section 2. To the extent permitted by law, each Party agrees to indemnify, save and hold harmless, the other Party, its officers, directors, Council members, agents, servants and employees, of and from any and all costs, liability, damage and expense, including costs of suit

and reasonable expenses of legal services, by any person, firm or corporation by reason of injury to, or death of, any person or persons, including the indemnified Party's personnel, and damage to, destruction of, or loss of use of any property, including the indemnified Party's property, directly or indirectly arising from, or resulting from, any operations, works, acts or omissions of the indemnifying Party, its agents, servants, employees, contractors, or authorized tenants, or any of the guests or invitees of such parties. Upon the filing by anyone of a claim for damages arising out of incidents for which a Party herein agrees to indemnify and hold the other Party harmless, the indemnified Party shall notify the indemnifying Party of such claim and in the event that the indemnifying Party does not settle or compromise such claim, then the indemnifying Party shall undertake the legal defense of such claim on behalf of the indemnified Party. It is specifically agreed, however, that the indemnified Party, at its own cost and expense, may participate in the legal defense of any such claim. Any final judgment rendered against the indemnified Party for any cause for which the indemnifying Party is liable hereunder shall be conclusive against the indemnifying Party as to liability and amount upon the expiration of the time for appeal.

Section 3. Tenant shall procure and keep in force during the Lease Term a policy of Comprehensive General Liability insurance naming the Landlord as additional insured and insuring against any liability for personal injury, bodily injury, death, or property damage arising out of the subject of this Lease with a combined single limit of at least Five Million Dollars (\$5,000,000). Tenant shall also procure and keep in force during the Lease Term policies or endorsements providing coverage for products liability, motor vehicle liability and insured contracts coverage with the same combined single limit. Finally, Tenant shall maintain workers' compensation insurance in accordance with Colorado law. All such policies shall provide that they are not cancelable or subject to reduction in coverage limits or other modification except after not less than thirty (30) days' prior written notice to the Landlord and shall include a waiver of subrogation in favor of the Landlord. The policies shall be for the mutual and joint benefit and protection of Tenant and the Landlord and such policies shall contain a provision that the Landlord, although named as an additional insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its servants, agents, citizens, and employees by reason of negligence of Tenant. Tenant shall provide certificates of insurance, in a form acceptable to the Landlord, evidencing existence of all insurance required to be maintained prior to the commencement of the Lease Term.

Section 4. Tenant shall maintain renter's insurance or other insurance policy(ies) covering the personal property contained on or in the Leased Premises owned, leased or otherwise in the possession and control of the Tenant. Tenant also shall maintain tenant's legal liability insurance or other insurance policy(ies) covering Tenant's liability for damage to the Leased Premises caused by Tenant, its agents, servants, employees or authorized tenants, or their guests or invitees. The Tenant's legal liability insurance obtained pursuant to this Section 4 shall be primary over the Landlord's comprehensive casualty and liability insurance obtained pursuant to Section 6, below, in any instance in which both such insurance coverages may apply.

Section 5. Tenant represents that it is the owner of or fully authorized to use any and all services, processes, machines, articles, marks, names or slogans used by it in its operations under or in any way connected with this Lease. To the extent permitted by law, Tenant agrees to



save and hold the Landlord, their officers, employees, agents and representatives free and harmless of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of Tenant under or in any way connected with this Lease.

Section 6. During the Lease Term, Landlord shall continue such comprehensive casualty and liability insurance for the Leased Premises as is maintained by Landlord immediately before the Commencement Date of this Lease. All such insurance will name Landlord and Tenant as insureds. The policies will provide that they may not be canceled or altered without at least thirty (30) days prior written notice to Tenant, and the loss payable endorsement will provide that all amounts payable by reason of loss of or damage to the Leased Premises will be payable only to Landlord. The Landlord's comprehensive casualty and liability insurance obtained pursuant to this Section 6 shall be primary over the Tenant's comprehensive general liability insurance obtained pursuant to Section 3, above, in any instance in which both such insurance coverages may apply.

Section 7. One or more members of the Tenant's administrative staff (as appointed by the Fire Chief) shall meet or otherwise exchange information with one or more members of the Landlord's administrative staff (as appointed by the City Manager) each year in May for the purpose of discussing the provision of insurance pursuant to Sections 3, 4, and 6 above, including without limitation, the types and amounts of insurance coverage, insurance coverage cost allocations, and the Parties' responsibility for obtaining and maintaining insurance coverage. The Parties may mutually agree to amend such Sections, or any of them, in writing pursuant to Article XV, Section 5 below.

#### ARTICLE X – DAMAGE TO DEMISED PREMISES

Section 1. Repairs and Restoration. The Landlord agrees that in the event of the damage or destruction of the Leased Premises, Landlord forthwith shall proceed to repair, restore, replace, or rebuild the Leased Premises (excluding the Tenant's leasehold improvements), to substantially the condition in which the same were immediately prior to such damage or destruction. The Landlord thereafter shall diligently prosecute said work to completion without delay or interruption except for events beyond the reasonable control of the Landlord.

#### ARTICLE XI – DEFAULT

##### Section 1. Landlord's Remedies.

A. In the event that:

(1) The Tenant shall be in default in the payment of rent or other charges herein required to be paid by Tenant (default herein being defined as payment received by Landlord ten (10) or more days subsequent to the due date); or

(2) Tenant has caused a lien or verified statement to be filed against the Leased Premises and said lien is not removed, or Tenant has caused such statutory steps as are necessary to have it removed, within thirty (30) days of recordation thereof; or

(3) The Tenant shall default in the observance or performance of any of the covenants and agreements required to be performed and observed by the Tenant hereunder for a period of thirty (30) days after notice to the Tenant in writing of such default (or if such default shall reasonably take more than thirty (30) days to cure, Tenant shall not have commenced the same within the thirty (30) days and diligently prosecuted the same to completion);

(4) Sixty (60) days have elapsed after the commencement of any proceedings by or against the Tenant, whether by the filing of a petition or otherwise, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or future Federal Bankruptcy Act or any other present or future applicable federal, state, or other statute or law, whereby such proceeding shall not have been dismissed (provided, however, that the non-dismissal of any such proceeding shall not be a default hereunder so long as all of the Tenant's covenants and obligations hereunder are being performed by or on behalf of Tenant); or

(5) The Tenant ceases providing fire, rescue, emergency medical, and related emergency services to the Landlord;

then the Landlord shall be entitled to its election (unless the Tenant shall cure such default prior to such election) to exercise concurrently or successively, any one or more of the following rights:

(a) Terminate this Lease by giving the Tenant notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date specified were the date herein originally fixed as the termination date of the Lease Term, and all rights of the Tenant under this Lease and in and to the Premises shall expire and terminate, and the Tenant shall remain liable for all obligations under this Lease arising prior to the date of such termination, and the Tenant shall surrender the Leased Premises to the Landlord on the date specified in such notice; or

(b) Without terminating this Lease and with notice to the Tenant, the Landlord may, in its own name but as agent for the Tenant, enter into and upon and take possession of the Premises or any part thereof, and at the Landlord's option, remove persons and property therefrom, and such property, if any, may be removed and stored in a warehouse or elsewhere at the cost of, and for the account of the Tenant, all without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby, and the Landlord may rent the Leased Premises or any portion thereof as the agent of the Tenant with or without advertisement, and by private negotiations and for any term upon such terms and conditions as the Landlord may deem necessary or desirable in order to relet the Leased Premises. The Landlord shall in no way be responsible or liable for any rental concessions or any failure to rent the Leased Premises or any part thereof, or for any failure to collect any rent due upon such reletting. Upon such reletting, all rentals received by the Landlord from such reletting shall be

applied: first, to the payment of any indebtedness (other than any rent due hereunder) from the Tenant to the Landlord; second, to the payment of any costs and expenses of such reletting, including, without limitation, brokerage fees and attorney's fees and costs of alterations and repairs; third, to the payment of rent and other charges then due and unpaid hereunder; and the residue, if any shall be held by the Landlord to the extent of and for application in payment of future rent as the same may become due and payable hereunder. In reletting the Leased Premises, Landlord may grant rent concessions, and the Tenant shall not be credited therefor. If such rentals received from such reletting shall at any time or from time to time be less than sufficient to pay to the Landlord the entire sums then due from the Tenant hereunder, Tenant shall pay any such deficiency to the Landlord. Such deficiency shall, at Landlord's option, be calculated and paid monthly. No such reletting shall be construed as an election by the Landlord to terminate this Lease, unless a written notice of such election has been given to the Tenant by the Landlord. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for any such previous default provided same has not been cured; or

(c) Without liability to the Tenant or any other party and without constituting a constructive or actual eviction, suspend, or discontinue furnishing or rendering to Tenant any property, material, labor, utilities, or other service, whether the Landlord is obligated to furnish or render the same, so long as Tenant is in default under this Lease; or

(d) Pursue such other remedies as are available at law or equity.

B. Landlord's pursuit of any remedy or remedies including, without limitation, any one or more of the remedies stated herein shall not (1) constitute an election of remedies or preclude pursuit of any other remedy or remedies provided in this Lease or any other remedy or remedies provided by law or in equity, separately or concurrently or in any combination, or (2) serve as the basis for any claim of constructive eviction, or allow the Tenant to withhold any payments under this Lease.

Section 2. Landlord's Self Help. If the Tenant shall default in the performance or observance of any of its agreements or conditions in this Lease and the Tenant shall not cure such default within thirty (30) days after notice from the Landlord specifying the default (or, if such default shall reasonably take more than thirty (30) days to cure, and the Tenant shall not have commenced the same within the thirty (30) days and diligently prosecuted the same to completion), Landlord may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of the Tenant, and any amount paid or contractual liability incurred by the Landlord in so doing shall be deemed paid or incurred for the account of the Tenant, and the Tenant agrees to reimburse the Landlord therefor and save the Landlord harmless therefrom; provided, however, that Landlord may cure any such default prior to the expiration of said waiting period, without notice to Tenant if an emergency situation exists, or after notice to Tenant, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Leased Premises or the Landlord's interest therein, or to prevent injury or damage to persons or property.

Section 3. Tenant's Self Help. If the Landlord shall default in the performance or observance of any of its agreements or conditions in this Lease, and if the Landlord shall not cure such default within thirty (30) days after notice from Tenant specifying the default (or, if such default shall reasonably take more than thirty (30) days to cure, and the Landlord shall not have commenced the same within the thirty (30) days and diligently prosecuted the same to completion), Tenant may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of the Landlord, and any amount paid or contractual liability incurred by the Tenant in so doing shall be deemed paid or incurred for the account of the Landlord, and the Landlord agrees to reimburse Tenant therefor and save the Tenant harmless therefrom; provided, however, that Tenant may cure any such default as aforesaid prior to the expiration of said waiting period, without notice to Landlord if an emergency situation exists, or after notice to Landlord, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Leased Premises or the Tenant's interest therein, or to prevent injury or damage to persons or property.

## ARTICLE XII – TITLE

Section 1. Quiet Enjoyment. The Landlord covenants and agrees that upon the Tenant paying the rent and observing and performing all of the terms, covenants, and conditions on the Tenant's part to be observed and performed hereunder, the Tenant may peaceably and quietly have, hold, occupy, and enjoy the Leased Premises in accordance with the terms of this Lease without hindrance or molestation from the Landlord or any persons lawfully claiming through the Landlord.

Section 2. Zoning and Good Title. The Landlord warrants and represents, upon which warranty and representation the Tenant has relied in the execution of this Lease, that the Landlord is the owner of the Leased Premises, in fee simple absolute, free and clear of all encumbrances, except for the easements, covenants, and restrictions of record as of the date of this Lease. Such exceptions shall not impede or interfere with the quiet use and enjoyment of the Leased Premises by the Tenant. The Landlord warrants that the Landlord has full right and lawful authority to execute this Lease for the Lease Term in the manner, and upon the conditions and provisions herein contained; that there is no legal impediment to the use of the Leased Premises as set out herein; that the Leased Premises are not subject to any easements, restrictions, zoning ordinances, or similar governmental regulations which prevent their use as set out herein; that the Leased Premises presently are zoned for the use contemplated herein and throughout the term of this Lease may continue to be so used therefor by virtue of said zoning, under the doctrine of "non-conforming use," or valid and binding decision of appropriate authority, except, however, that said representation and warranty by the Landlord shall not be applicable in the event that the Tenant's act or omission shall invalidate the application of said zoning, the doctrine of "non-conforming use" or the valid and binding decision of the appropriate authority.

## ARTICLE XIII – HOLDING OVER/WAIVERS/NOTICES

Section 1. Holding Over. In the event that the Tenant or anyone claiming under the Tenant shall continue occupancy of the Leased Premises after the expiration of the Lease Term

any agreement in writing between the Parties with respect thereto, such occupancy shall not be deemed to extend or renew the Lease Term, but such occupancy shall continue as a tenancy at will, from month to month, upon the covenants, provisions, and conditions herein contained. The rental shall be the rental in effect during the term of this Lease as extended or renewed, prorated and payable for the period of such occupancy.

Section 2. Waivers. Failure of either Party to complain of any act or omission on the part of the other Party, no matter how long the same may continue, shall not be deemed to be a waiver by said Party of any of its rights hereunder. No waiver by either Party at any time, express or implied, or any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by either Party shall require the consent or approval of the other Party, the other Party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion. Any and all rights and remedies which either Party may have under this Lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate, and cumulative and shall not be deemed inconsistent with each other, and no one of them, whether exercised by said Party or not, shall be deemed to be an exclusion of any other, and any two or more or all of such rights and remedies may be exercised at the same time.

Section 3. Notices. All notices and other communications authorized or required hereunder shall be in writing and shall be given by hand delivery or by mailing to the address set forth above, or such other address as a may be designated by the applicable Party, by first class U.S. Mail, postage prepaid. Any such notice or other communication, if hand delivered, shall be deemed to have been given when received by the Party to whom such notice or other communication shall be addressed, and if mailed by first class U.S. Mail, postage prepaid, shall be deemed to have been given three (3) days after mailing.

#### ARTICLE XIV – PROPERTY DAMAGE

Section 1. Loss and Damage. Notwithstanding any contrary provisions of this Lease, Landlord shall not be responsible for any loss of or damage to property of the Tenant or of others located on the Leased Premises, except where caused by the intentional or negligent act or omission of the Landlord, or the Landlord's agents, employees, volunteers, or contractors; provided, however, that if the Tenant shall notify the Landlord in writing of repairs which are the responsibility of the Landlord under Article V hereof, and the Landlord shall fail to commence and diligently prosecute to completion said repairs promptly after such notice, and if after the giving of such notice, loss of or damage to the Tenant's property shall result from the condition as to which the Landlord has been notified, the Landlord shall pay the Tenant for any loss, cost, or expense arising therefrom.

Section 2. Force Majeure. In the event that either Party shall be delayed or hindered in or prevented from the performance of any act other than the Tenant's obligation to make payments of rent and other charges required hereunder, by reason of strikes, lockouts, unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other Party, war, or other reason beyond its

control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, lack of funds shall not be deemed to be a cause beyond control of either Party.

## ARTICLE XV – MISCELLANEOUS

Section 1. Fixtures. Except for any personal property owned, leased, or otherwise under the control of Landlord, all personal property, furnishings, and equipment presently, and all other trade fixtures installed in or hereafter by or at the expense of the Tenant and all additions and/or improvements, exclusive of structural, mechanical, electrical, and plumbing, affixed to the Leased Premises and used in the operation of the Tenant's business made to, in, or on the Leased Premises by and at the expense of the Tenant and susceptible of being removed from the Leased Premises without damage, unless such damage be repaired by the Tenant, shall remain the property of the Tenant and the Tenant may, but shall not be obligated to, remove the same or any part thereof at any time or times during the Lease Term hereof, provided that the Tenant, at its sole cost and expense, shall make any repairs occasioned by such removal.

Section 2. Estoppel Certificates. At any time and from time to time, each Party agrees, upon request in writing from the other Party, to execute, acknowledge, and deliver to the other Party or to any person designated by the other Party a statement in writing certifying that the Lease is unmodified and is in full force and effect, or if there have been modifications, that the same is in full force and effect as modified (stating the modifications), that the other Party is not in default in the performance of its covenants hereunder, or if there have been such defaults, specifying the same, and the dates to which the rent and other charges have been paid.

Section 3. Invalidity of Particular Provision. If any term or provision of this Lease or the application hereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, and provided that this Lease may still be performed in accordance with the Parties' intent, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 4. Captions and Definitions of Parties. The captions of the Sections of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease. Except as in this Lease otherwise provided, the terms and provisions of this Lease shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

Nothing contained herein shall be deemed or construed by the Parties or by any third party as creating the relationship of principal and agent or of partnership or of a joint venture between the Parties, it being understood and agreed that neither any provision contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of Landlord and Tenant.

Section 5. Entire Agreement. This instrument contains the entire and only agreement between the Parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force and effect. This Lease shall not be amended or modified in any way except by a writing executed by the Parties. Course of performance, no matter how long it may continue, shall not be deemed an amendment or modification of this Lease.

Section 6. Governmental Immunity. Nothing in this Lease shall be construed as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Parties, or their directors, officers, employees, volunteers, or agents, under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

Section 7. Non-Appropriation. All direct and indirect financial obligations of a Party under this Agreement are subject to annual appropriation of the funds necessary to meet such obligations. If either Party's governing body fails to appropriate funds necessary to meet that Party's obligations under this Agreement for the ensuing fiscal year, this Agreement shall terminate at the end of the year in which the non-appropriation occurred, and neither Party shall have liability to the other Party beyond those obligations for which the Party previously appropriated funds.

Section 8. Governing Law; Jurisdiction and Venue. All matters pertaining to this Lease (including its interpretation, application, validity, performance, and breach) shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado. Jurisdiction and venue shall lie exclusively in the Larimer County District Court. In any dispute arising from or relating to this Lease, the prevailing Party, as determined by a court, shall be awarded its attorneys' fees, costs, and expenses, including any attorneys' fees, costs, and expenses incurred in collecting upon any judgment, order, or award.

**[SIGNATURE PAGE IMMEDIATELY FOLLOWS]**

IN WITNESS WHEREOF, the Parties have executed this Lease the day and year below written.

**LANDLORD: City of Loveland**, a Colorado home rule municipality

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

**TENANT: Loveland Fire Rescue Authority**, a public entity of the State of Colorado

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_



**EXHIBIT A**

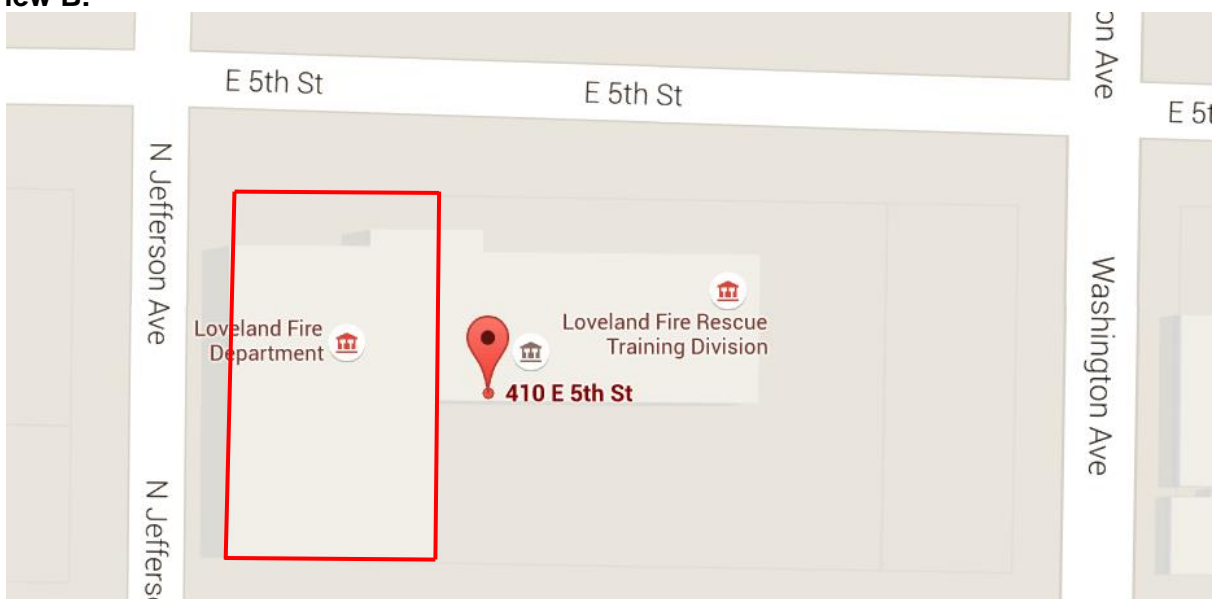
- Fire Station 1 Legal Description
- Fire Station 2 Legal Description
- Fire Station 3 Legal Description
- Fire Station 4 Legal Description
- Fire Station 5 Legal Description
- Fire Station 6 Legal Description

### Fire Station 1

View A:



View B:



# Assessor Exempt Property Information

# 2

## General Information

**Parcel Number:** 95091-31-902  
**Tax District:** 2200  
**Property Tax Year:** 2016

**Schedule Number:** R1653037  
**Current Mill Levy:** 0.000

### Owner Name & Address

CITY OF LOVELAND  
CIVIC CENTER  
500 E 3RD ST  
LOVELAND, CO 80537

### Property Address

3070 W 29TH ST  
LOVELAND 80538-0000

**Subdivision #:** 9313612120 - MEHAFFEY M L D

**Neighborhood #:** 29502

### Legal Description:

LOT 2, MEHAFFEY MINOR LAND DIVISION (20120091404), LOV

## Sales Information

Click a Sale Date to recorded document details or Reception No. to view the document.

Sale Date	Reception No.	Sale Price	Deed Type
12/28/2012	20130000063	\$0	Warranty Deed

## Building Improvements

No building improvement information is currently available for this property.

9-5-69

Document  
number:  
716665

2808W 29th St  
FIRE STATION

RECEPTION#: 20130000063, 01/02/2013 at 08:33:30 AM, 1 OF 3, R \$21.00 State  
Documentary Fee \$0.00 TD Pgs: 2 Scott Doyle, Larimer County, CO

9-5-69

**GENERAL WARRANTY DEED**

**THIS DEED** is dated the 28<sup>th</sup> day of December, 2012, between Raymond L. Mehaffey, Jr., and Sonja J. Mehaffey, as to an undivided 1/2 interest, and Raymond L. Mehaffey, Jr., Trustee, as to an undivided 1/2 interest (collectively, "Grantor") and the City of Loveland, Colorado, a political subdivision duly organized and existing under the Constitution and laws of the State of Colorado and its home rule charter ("Grantee"), whose legal address is Civic Center, 500 East third Street, Loveland, Colorado, 80537:

**WITNESS**, that the Grantor, for and in consideration of the sum of Ninety Thousand Dollars (\$90,000.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys, and confirms unto the Grantee, and Grantee's successors and assigns forever, all the real property, together with any improvements thereon, located in Larimer County, Colorado, described as follows:

Lot 2, **MEHAFFEY MINOR LAND DIVISION**, according to the map recorded December 19, 2012 at Reception No. 20120091404, County of Larimer State of Colorado,

also known by street address as: 2808 West 29th Street, Loveland, CO 80538

**TOGETHER** with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title interest, claim and demand whatsoever of the Grantor, either in law or in equity, of, in and to the above bargained and described premises, with the hereditaments and appurtenances;

**TO HAVE AND TO HOLD** the said premises above-bargained and described with the appurtenances, unto the Grantee, its successors and assigns forever.

**GRANTOR**, for itself and its heirs, successors, and assigns, does covenant grant, bargain and agree to and with the Grantee, and the Grantee's successors and assigns: that at the time of the ensembling and delivery of these presents, the Grantor is well seized of the premises above described; has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, and in fee simple; and has good right, full power and lawful authority to grant, bargain, sell, and convey the same in manner and form as aforesaid; and that the described premises are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever, except and subject to:

STEWART TITLE

01330-13481

## GENERAL WARRANTY DEED

**THIS DEED** is dated the 28<sup>th</sup> day of December, 2012, between Raymond L. Mehaffey, Jr., and Sonja J. Mehaffey, as to an undivided ½ interest, and Raymond L. Mehaffey, Jr., Trustee, as to an undivided ½ interest (collectively, "Grantor") and the City of Loveland, Colorado, a political subdivision duly organized and existing under the Constitution and laws of the State of Colorado and its home rule charter ("Grantee"), whose legal address is Civic Center, 500 East third Street, Loveland, Colorado, 80537:

**WITNESS**, that the Grantor, for and in consideration of the sum of Ninety Thousand Dollars (\$90,000.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys, and confirms unto the Grantee, and Grantee's successors and assigns forever, all the real property, together with any improvements thereon, located in Larimer County, Colorado, described as follows:

**Lot 2, MEHAFFEY MINOR LAND DIVISION**, according to the map recorded December 19, 2012 at Reception No. 20120091404,  
County of Larimer  
State of Colorado,

also known by street address as: 2808 West 29th Street, Loveland, CO 80538

**TOGETHER** with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title interest, claim and demand whatsoever of the Grantor, either in law or in equity, of, in and to the above bargained and described premises, with the hereditaments and appurtenances;

**TO HAVE AND TO HOLD** the said premises above-bargained and described with the appurtenances, unto the Grantee, its successors and assigns forever.

**GRANTOR**, for itself and its heirs, successors, and assigns, does covenant grant, bargain and agree to and with the Grantee, and the Grantee's successors and assigns: that at the time of the ensembling and delivery of these presents, the Grantor is well seized of the premises above described; has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, and in fee simple; and has good right, full power and lawful authority to grant, bargain, sell, and convey the same in manner and form as aforesaid; and that the described premises are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever, except and subject to:

STEWART TITLE

01330-13481

Those matters set forth on Exhibit A to warranty deed attached hereto and incorporated herein by this reference.

AND Grantor shall and will **WARRANT AND FOREVER DEFEND** title to the above-bargained premises in the quiet and peaceable possession of the Grantee, its successors and assigns, against all and every person or persons lawfully claim the whole or any part thereof.

IN WITNESS WHEREOF, the Grantor has executed this Deed on the date set forth above.

RAYMOND L. MEHAFFEY, JR.

Raymond L. MehaFFEY, Jr.

RAYMOND L. MEHAFFEY, JR., TRUSTEE

Raymond L. MehaFFEY, Jr., Trustee

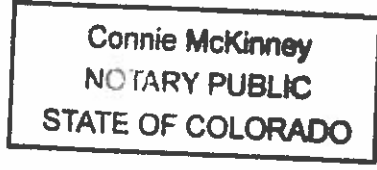
SONJA J. MEHAFFEY

Sonja J. mehaFFEY

STATE OF COLORADO )  
 ) ss.  
COUNTY OF LARIMER )

The foregoing was subscribed and sworn to before me this 28 day of Dec., 2012 by Raymond L. MehaFFEY, Jr., Raymond L. MehaFFEY Jr., Trustee, and Sonja J. MehaFFEY.

Witness my hand and official seal.



CMek  
Notary Public  
My commission expires 8/7/16

**EXHIBIT A TO WARRANTY DEED**

For **LOT 2, MEHAFFEY MINOR LAND DIVISION**, according to the map recorded December 19, 2012 at Reception No. 20120091404, County of Larimer, State of Colorado, also known as: 2808 West 29th Street, Loveland, CO 80538

1. Unpaid taxes and assessments and any unredeemed tax sales for 2012 and subsequent years.
2. Right of way for Louden Ditch as the same is now established and/or used.
3. The effect of inclusions in any general or specific water conservancy, fire protection, soil conservation or other district or inclusion in any water service or street improvement area.
4. Reservation of all coal that may be underneath the surface of said land and the exclusive right to prospect and mine for the same and such right of way and other grounds as may be necessary for the proper working of any coal mines that may be developed upon said land and for the transportation of the coal from the same, as contained in the deed from Union Pacific Railway Company recorded March 5, 1885 in Book 29 at Page 502.
5. Grant of Easement recorded October 13, 1997 as Reception No. 97067379, and November 13, 2000 at Reception No. 20000077990.
6. Exceptions and Reservations in Quitclaim Deed recorded November 23, 1998 in Book 1458 at Page 456 and related Quitclaim Deed recorded November 23, 1998 as Reception No. 98102489.
7. Request For Notification of Surface Development recorded May 20, 2002 as Reception No. 2002055097.
8. Agreement recorded January 5, 2012 as Reception No. 20120000896.
9. All matters as shown or stated on the map of Mehaffey Minor Land Division recorded December 19, 2012 at Reception No. 20120091404.

*Note: all references to recorded documents are to documents recorded in the real property records of the Larimer County Clerk and Recorder.*

City of Loveland

410 East 5th Street  
Loveland, CO 80537

lkr



**stewart title**

**Connie McKinney**  
Escrow Officer

Stewart Title - Ft Collins  
3711 JFK Parkway, Ste 210  
Ft Collins, CO 80525  
(970) 226-4399 Phone  
(970) 226-4499 Fax  
cmckinney@stewart.com

December 28, 2012

City of Loveland  
410 East 5th Street  
Loveland, CO 80537

File No: 01330-13481  
Property Address: 2808 West 29th Street, Loveland, CO 80538

Dear Customer:

Congratulations on your recent real estate purchase. Enclosed is your Owner's Title Policy. The policy premium was paid for by the Seller at the time of closing, so there are no monies due from you in this regard. Please review and retain your policy with your other valuable records.

We have a permanent file regarding your property and can offer expedient and cost efficient service with your future transactions. In the event you decide to sell or refinance your property in the future, please contact us for special discounts and faster service.

You may access all your closing documents through the Internet on SureClose by visiting [www.stewartcolorado.com](http://www.stewartcolorado.com). You may contact your local Escrow Officer for login and password information.

Sincerely,

Stewart Title - Ft Collins

POLICY OF TITLE INSURANCE ISSUED BY



Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, STEWART TITLE GUARANTY COMPANY, a Texas corporation, (the "Company") insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

- 1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from (a) A defect in the Title caused by (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation; (ii) failure of any person or Entity to have authorized a transfer or conveyance; (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered; (iv) failure to perform those acts necessary to create a document by electronic means authorized by law; (v) a document executed under a falsified, expired, or otherwise invalid power of attorney; (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or (vii) a defective judicial or administrative proceeding. (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid. (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to (a) the occupancy, use, or enjoyment of the Land; (b) the character, dimensions, or location of any improvement erected on the Land; (c) the subdivision of land; or (d) environmental protection if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.

Countersigned by:

Bonnie P. Stutz Authorized Countersignatory

Stewart Title 97 Main Street, Suite W201 Edwards, CO 81632

Agent ID: 06040A



Senior Chairman of the Board

Chairman of the Board

President

If you want information about coverage or need assistance to resolve complaints, please call our toll free number: 1-800-729-1902. If you make a claim under your policy, you must furnish written notice in accordance with Section 3 of the Conditions. Visit our World-Wide Web site at http://www.stewart.com.



9. Title being vested other than as stated in Schedule A or being defective
- (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely; or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.
- The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

## CONDITIONS

## 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) the term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured.
      - (2) if the grantee wholly owns the named Insured.
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
  - (ii) with regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

**2. CONTINUATION OF INSURANCE**

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

**3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT**

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

**4. PROOF OF LOSS**

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

**5. DEFENSE AND PROSECUTION OF ACTIONS**

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

**6. DUTY OF INSURED CLAIMANT TO COOPERATE**

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the

Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

**7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY**

In case of a claim under this policy, the Company shall have the following additional options.

(a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

**8. DETERMINATION AND EXTENT OF LIABILITY**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
  - (i) the Amount of Insurance; or
  - (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
  - (i) the Amount of Insurance shall be increased by 10%, and
  - (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

**9. LIMITATION OF LIABILITY**

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

**10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY**

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

**11. LIABILITY NONCUMULATIVE**

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

**12. PAYMENT OF LOSS**

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

**13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT**

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does

not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

**14. ARBITRATION**

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

**15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

**16. SEVERABILITY**

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

**17. CHOICE OF LAW; FORUM**

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

**18. NOTICES, WHERE SENT**

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at Claims Department at P.O. Box 2029, Houston, TX 77252-2029.

**SCHEDULE A****Name and Address of  
Title Insurance Company:**

Stewart Title Guaranty Company  
 P.O. Box 2029, Houston, TX 77252  
 Prepared by: Colorado Regional Production Center  
 Title Officer: Bonnie Stotz

**File No.:** 01330-13481**Policy No.:** O-9301-001842244

**Address Reference:** 2808 West 29th Street, Loveland, CO 80538  
 (For Company Reference Purposes Only)

**Amount of Insurance:** \$90,000.00**Premium:** \$685.00**Date of Policy:** December 28, 2012 at 4:30 P.M.**1. Name of Insured:**

City of Loveland

**2. The estate or interest in the Land that is insured by this policy is:**

Fee Simple

**3. Title is vested in:**

City of Loveland

**4. The Land referred to in this policy is described as follows:**

Lot 2, MEHAFFEY MINOR LAND DIVISION, according to the map recorded December 19, 2012 at Reception No. 20120091404, County of Larimer, State of Colorado

**SCHEDULE B**

File No.: 01330-13481

Policy No.: O-9301-001842244

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. Rights or claims of parties in possession, not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the Land and not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
6. Water rights, claims or title to water.
7. All taxes for 2012 and subsequent years, which are a lien not yet payable.
8. Right of way for Loudon Ditch as the same is now established and/or used.
9. The effect of inclusions in any general or specific water conservancy, fire protection, soil conservation or other district or inclusion in any water service or street improvement area.
10. Reservation of all coal that may be underneath the surface of said land and the exclusive right to prospect and mine for the same and such right of way and other grounds as may be necessary for the proper working of any coal mines that may be developed upon said land and for the transportation of the coal from the same, as contained in the deed from Union Pacific Railway Company recorded March 5, 1885 in Book 29 at Page 502.
11. Grant of Easement recorded October 13, 1997 as Reception No. 97067379, and November 13, 2000 at Reception No. 20000077990.
12. Exceptions and Reservations in Quitclaim Deed recorded November 23, 1998 in Book 1458 at Page 456.  
Related Quitclaim Deed recorded November 23, 1998 as Reception No. 98102489.
13. Request For Notification of Surface Development recorded May 20, 2002 as Reception No. 2002055097.
14. Agreement recorded January 5, 2012 as Reception No. 20120000896.
15. All matters as shown or stated on the map of Mehaffey Minor Land Division recorded December 19, 2012 at Reception No. 20120091404.



## **Anti-Fraud Statement CRS 10-1-128**

File No.: 01330-13481

"It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies."



## STG Privacy Notice 1 (Rev 01/26/09) Stewart Title Companies

### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b>	Yes	No
<b>For non-affiliates to market to you.</b> Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies.	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

### Sharing practices

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• request insurance-related services</li> <li>• provide such information to us</li> </ul> <p>We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.</p>
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

### Contact Us

If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056

**ENDORSEMENT**  
**ATTACHED TO AND MADE A PART OF POLICY OF TITLE INSURANCE**  
**SERIAL NUMBER O-9301-001842244**  
**Issued by**

**STEWART TITLE GUARANTY COMPANY**

File No.: 01330-13481

Charge: \$0.00

1. The Company, recognizing the current effect of inflation on real property valuation and intending to provide additional monetary protection to the Insured Owner named in said Policy, hereby modifies said Policy as follows:
2. Notwithstanding anything contained in said Policy to the contrary, the amount of insurance provide by said Policy, as stated in Schedule A thereof, is subject to the cumulative annual upward adjustment in the manner and to the extent hereinafter specified.
3. "Adjustment Date" is defined, for the purpose of this Endorsement, to 12:01 a.m. on the first January 1st which occurs more than six months after the date of Policy, as shown in Schedule A of the Policy to which the Endorsement is attached, and on each succeeding January 1st.
4. An upward adjustment will be made on each of the Adjustment Dates, as defined above, by increasing the maximum amount of insurance provided by said policy (as said amount may have been increased theretofore under the terms of this Endorsement) by the same percentage, if any, by which the United States Department of Commerce composite Construction Cost Index (base period 1967) for the month of September immediately preceding extends such index for the month of September one year earlier; provided, however, that the maximum amount of insurance in force shall never exceed 150% of the amount of insurance stated in Schedule A of said Policy, less the amount of any claim paid under said Policy which, under the terms of the conditions and Stipulations, reduces the amount of insurance in force. There shall be no annual adjustment in the amount of insurance for years in which there is no increase in said Construction Cost Index.
5. In the settlement of any claim against the Company under said Policy, the amount of insurance in force shall be deemed to be the amount which is in force as of the date on which the insured claimant first learned of the assertion or possible assertion of such claim, or as of the date of receipt by the Company of the first notice of such claim, whichever shall first occur.

PROVIDED, HOWEVER, this Endorsement shall be effective only if one of the following conditions exists at Date of Policy:

- a. The land described in this Policy is a parcel on which there is only a one-to-four family residential structure, including all improvements on the land related to residential use, in which the Insured Owner resides or intends to reside; or
- b. The land consists of a residential condominium unit, together with common elements appurtenant thereto and related to residential use thereof, in which the Insured Owner resides or intends to reside.

NOTE: In connection with future application for title insurance covering said land, reissue credit on premium charges (if applicable at all) will be allowed only upon the original face amount of insurance stated in Schedule A of said Policy.

This endorsement is made a part of the Policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it increase the face amount thereof.

Signed under seal for the Company, but this endorsement is to be valid only when it bears an authorized countersignature.

Countersigned by:

*Dennis P. Stg*  
Authorized Countersignature

**stewart**  
title guaranty company

*Matt Morris*

**Matt Morris**  
President and CEO

Stewart Title  
97 Main Street, Suite W201  
Edwards, CO 81632  
Agent ID: 06040A



*Denise Carraux*

**Denise Carraux**  
Secretary

**Endorsement**  
**Serial No.**

**E-2183-574820082**

#3

# Assessor Exempt Property Information

## General Information

Parcel Number: 95223-32-903  
Tax District: 2200  
Property Tax Year: 2016

Schedule Number: R0736368  
Current Mill Levy: 0.000

### Owner Name & Address

CITY OF LOVELAND  
410 E 5TH ST  
LOVELAND, CO 80537

### Property Address

900 S WILSON AVE  
LOVELAND 00000-0000

Subdivision #: 2291 - SWEETBRIAR ADD

Neighborhood #: Exempt

### Legal Description:

TR 3, SWEETBRIAR ADD, LOV

## Sales Information

Click a Sale Date to recorded document details or Reception No. to view the document.

Sale Date	Reception No.	Sale Price	Deed Type
01/01/1979	19240193	\$22,000	Warranty Deed

## Building Improvements

No building improvement information is currently available for this property.

22-5-69

Document  
Number:  
981463

Recorded at \_\_\_\_\_ o'clock \_\_\_\_\_ M.,  
Reception No. **230162** *James P. Thompson* Recorder.

RECORDER'S STAMP

STATE DOCUMENTARY FEE

JAN 23 1979

\$ 2.20

2.20

THIS DEED Made this 15th day of January ,  
19 79 , between DONALD W. COSEO,  
of the  
County of Larimer and State of Colo-  
rado, of the first part, and CITY OF LOVELAND, COLORADO,  
a municipal corporation  
a corporation organized and  
existing under and by virtue of the laws of the State of Colorado ,  
of the second part:

WITNESSETH, That the said part Y of the first part, for and in consideration of the sum of  
TEN (\$10.00) and other good and valuable consideration-----DOLLARS  
to the said part Y of the first part in hand paid by the said party of the second part, the receipt whereof is  
hereby confessed and acknowledged, ha S granted, bargained, sold and conveyed, and by these presents do es  
grant, bargain, sell, convey and confirm, unto the said party of the second part, its successors and assigns forever,  
all of the following described lot or parcel of land, situate, lying and being in the  
County of Larimer and State of Colorado, to wit:

Tract 3, Sweetbriar Addition  
to the City of Loveland, Colorado

Street and Address: NONE

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in anywise  
appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all  
the estate, right, title, interest, claim and demand whatsoever of the said part Y of the first part, either in law  
or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the  
said party of the second part, its successors and assigns forever. And the said part Y of the first part, for  
him self, his heirs, executors, and administrators, do es covenant, grant, bargain and agree to and with  
the said party of the second part, its successors and assigns, that at the time of the ensembling and delivery of  
these presents, he is well seized of the premises above conveyed, as of good, sure, perfect, absolute and  
indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to  
grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from  
all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature  
soever, SUBJECT to current taxes, easements, restrictions and  
reservations of record, if any.

and the above bargained premises in the quiet and peaceful possession of the said party of the second part, its  
successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part  
thereof, the said part Y of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand  
and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of

*Donald W. Coseo* [SEAL]  
DONALD W. COSEO

..... [SEAL]

..... [SEAL]

STATE OF COLORADO,  
County of LARIMER } ss.

The foregoing instrument was acknowledged before me this 15th day of January  
1979, by DONALD W. COSEO.

My commission expires *August 9, 1980*

WITNESS my hand and official seal.

*James P. Thompson*  
Notary Public.

502782120



C O N T R A C T

THIS AGREEMENT, made and entered into this <sup>27<sup>th</sup></sup> day of *November*, 1978, by and between DONALD W. COSEO, hereinafter called the "Seller" and the CITY OF LOVELAND, COLORADO, hereinafter called the "Purchaser",

## W I T N E S S E T H :

1. The Seller agrees to sell and convey and the Purchaser agrees to purchase the following described premises situated in the County of Larimer, State of Colorado, to-wit:

Tract 3, Sweetbriar Addition to the City of Loveland, Colorado.

2. Purchaser agrees to pay therefor the sum of TWENTY-TWO THOUSAND DOLLARS (\$22,000.00) in the following manner:

(a). Two Hundred Fifty Dollars (\$250.00) cash in hand paid, the receipt of which is hereby acknowledged;

(b). The balance of Twenty-one Thousand Seven Hundred Fifty Dollars (\$21,750.00) in cash or certified funds at closing, as hereinafter provided.

3. Seller shall provide an abstract of title, certified to date, or a current commitment for title insurance in an amount equal to the purchase price, at Seller's expense, on or before January 2, 1979. Seller will deliver the title insurance policy to Purchaser after closing. Title shall be merchantable in the Seller, free and clear of all liens and encumbrances except easements and reservations of record.

Purchaser shall have ten (10) days within which to examine the commitment and make any written objections thereto. Should there be objections, Seller shall have a

**IMAGED**

reasonable time in which to cure any defects, including the time required to perfect title by a quiet title action.

4. Closing shall occur on or before January 15, 1979. Possession of the premises shall be given at closing, and Seller agrees to convey said property by the execution of a good and sufficient warranty deed, free and clear of liens and encumbrances, and subject only to existing rights of way and easements.

5. The Seller shall pay all real property taxes for the year 1978 and all prior years. Purchaser shall be responsible for any taxes levied and assessed for the year 1979.

6. It is understood by and between the parties that time is of the essence of this agreement, and should the Purchaser fail or refuse to make any payments at the time the same become due, then and in that event the Seller may declare this agreement terminated upon giving thirty (30) days' written notice of his intention so to do. If at the end of said thirty-day period, the Purchaser is still in default, then this Agreement shall terminate and all money paid hereunder shall be retained by the Seller as liquidated damages for the breach of this Agreement. Should this contract terminate by default, the Seller shall be entitled to peaceable possession of said premises, and should it be necessary after default for the Seller to employ an attorney or institute any court action in order to obtain peaceable possession or to clear the title to said premises of any claim or interest of the Purchaser, because of this contract, the Purchaser agrees to pay any court costs and reasonable

attorney's fees incurred by the Seller.

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

Donald W. Coseo  
DONALD W. COSEO  
Seller

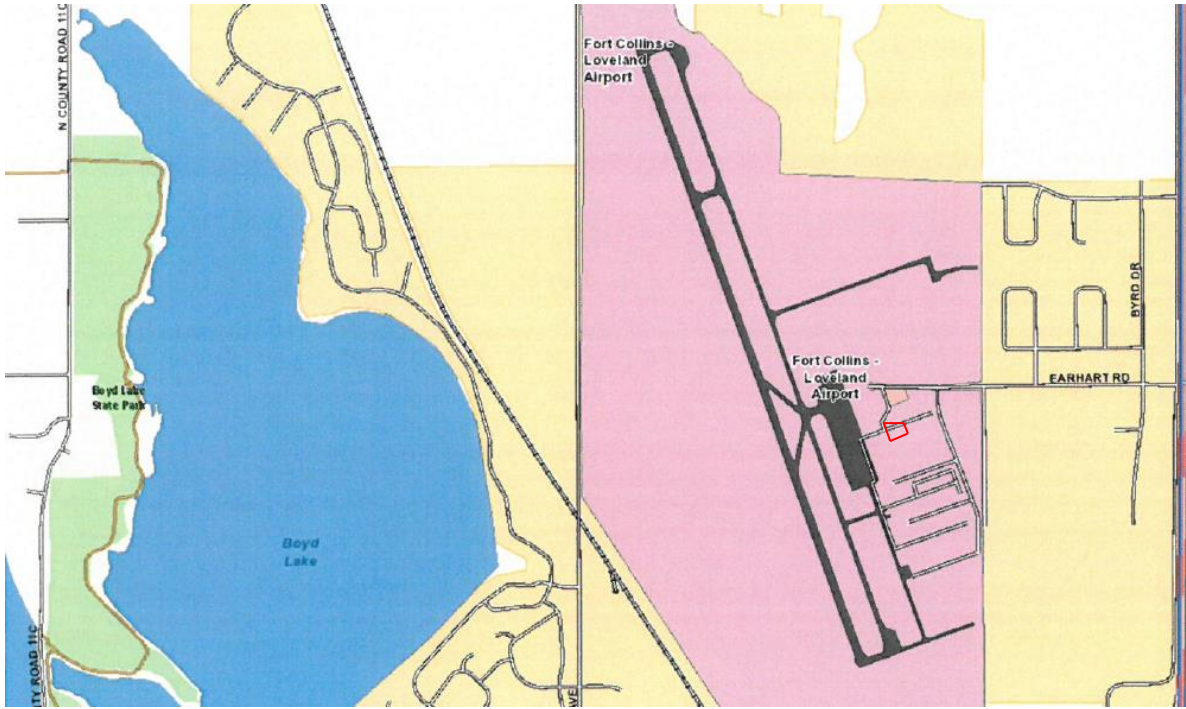
CITY OF LOVELAND, COLORADO

By Harold W. Kent  
MAYOR  
Purchaser

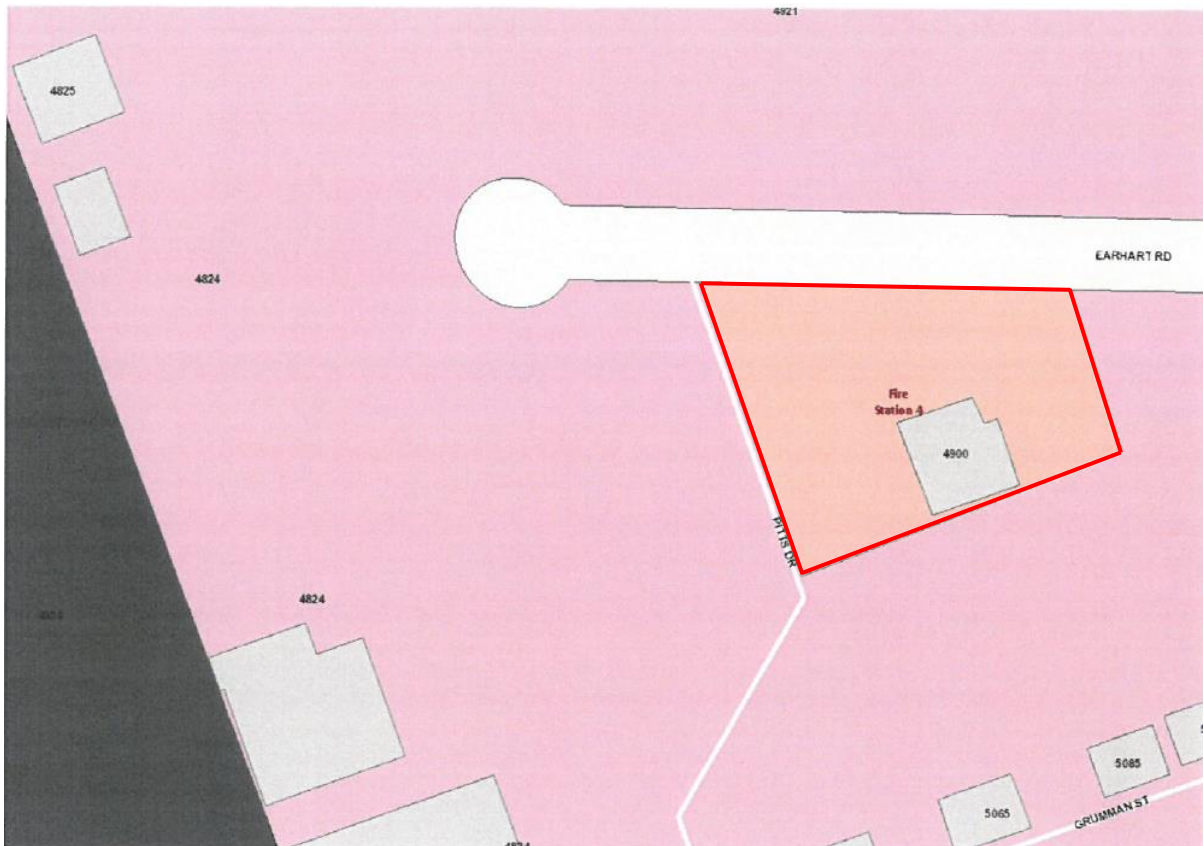
ATTEST:  
Richard S. Jung  
CITY CLERK

# Fire Station 4

View A:



View B:





# Assessor Exempt Property Information

#5

## General Information

Parcel Number: 96363-29-901  
 Tax District: 2200  
 Property Tax Year: 2016

Schedule Number: R1518453  
 Current Mill Levy: 0.000

### Owner Name & Address

CITY OF LOVELAND  
 500 E 3RD ST  
 LOVELAND, CO 80537

### Property Address

251 KNOBCONE PL  
 LOVELAND 80538-0000

Subdivision #: 24076 - WINDSONG

Neighborhood #: Exempt

### Legal Description:

LOT 1, BLK 1, WINDSONG 6TH SUB, LOV

## Sales Information

Click a Sale Date to recorded document details or Reception No. to view the document.

Sale Date	Reception No.	Sale Price	Deed Type
09/01/1997	97062631	\$79,700	Warranty Deed
11/01/1996	96083496	\$0	Quit Claim Deed

## Building Improvements

No building improvement information is currently available for this property.

36-6-69

document  
 # 8817

RCPTN # 97062631 09/23/97 14:12:00 # PAGES - 1 FEE - \$6.00  
M RODENBERGER RECORDER, LARIMER COUNTY CO STATE DOC FEE - \$7.97

WARRANTY DEED

THIS DEED, Made this 16th day of September, 19 97,  
between John T. Giuliano and John G. Giuliano

STATE DOCUMENTARY FEE  
7.97

of the County of Larimer, and State of Colorado  
of the first part, and The City of Loveland, a Municipal  
Corporation

a corporation duly organized and existing under and by virtue of the laws of the  
State of Colorado, of the second part, whose legal address is 500 East Third, Loveland, CO  
80537

WITNESSETH, That the said party of the first part, for and in consideration of the sum of SEVENTY NINE  
THOUSAND SEVEN HUNDRED TEN AND NO/100-----  
----- DOLLARS, (\$79,710.00),

to the said party of the first part, in hand paid by the said party of the second part, the receipt whereof is hereby confessed and  
acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm,  
unto the said party of the second part, its successors and assigns forever, all the following described lot(s) or parcel(s) of land,  
situate, lying and being in the County of Larimer, and State of Colorado, to wit:

Lot 1, Block 1,  
WINDSONG SIXTH SUBDIVISION to the City of Loveland,  
County of Larimer, State of Colorado

also known by street and number as To Be Determined, Loveland, Colorado 80538

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and  
the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest,  
claim and demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises,  
with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said party of  
the second part, its successors and assigns forever. And the said party of the first part, for himself, his heirs, executors, and  
administrators, does covenant, grant, bargain and agree to and with the said party of the second part, its successors and assigns,  
that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, as of a good, sure,  
perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority  
to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former  
and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever,  
except for taxes for the current year, a lien but not yet due and payable, easements, restrictions, reservations, covenants  
and rights-of-way of record, if any.

and the above-bargained premises in the quiet and peaceable possession of the said party of the second part, its successors and  
assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, shall and will  
WARRANT AND FOREVER DEFEND.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.  
IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered in the Presence of  
*[Signature]*  
John T. Giuliano

*[Signature]*  
John G. Giuliano

STATE OF COLORADO  
COUNTY OF LARIMER } ss.

The foregoing instrument was acknowledged before me this 16th day of September, 1997  
John T. Giuliano and John G. Giuliano

My Commission expires: November 10, 1998

Witness my hand and official seal.  
*[Signature]*  
Becky Warner  
Notary Public



1.97  
F-036091A97



# Assessor Exempt Property Information

#6

## General Information

Parcel Number: 85093-58-901  
Tax District: 2205  
Property Tax Year: 2016

Schedule Number: R1629113  
Current Mill Levy: 0.000

## Building Improvements

No building improvement information is currently available for this property.

### Owner Name & Address

CITY OF LOVELAND  
500 E 3RD ST  
LOVELAND, CO 80537

### Property Address

4325 MCWHINNEY BLVD  
LOVELAND 80538-0000

Subdivision #: 269411 - ROCKY MOUNTAIN VILLAGE ELEVENTH SUB, LOV  
(20040008335)

Neighborhood #: Exempt

### Legal Description:

LOT 1, BLOCK 1, ROCKY MOUNTAIN VILLAGE ELEVENTH SUB, LOV  
(20040008335)

20040008335 Markin

9-5-18

1-27-2014

# ROCKY MOUNTAIN VILLAGE ELEVENTH SUBDIVISION

BEING A SUBDIVISION OF OUTLOT H, ROCKY MOUNTAIN VILLAGE FIRST SUBDIVISION AND LOCATED IN THE SOUTH HALF OF SECTION 9, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF LOVELAND, COUNTY OF LARIMER, STATE OF COLORADO.

**DEDICATION**

KNOW ALL PERSONS BY THESE PRESENTS that The City of Loveland being the owners and lessors of the following described property, except any existing public streets, roads or highways, which property is located in the Rocky Mountain Village Eleventh Subdivision, as recorded at Reception Number 0099100029, located in the Southern portion of the City of Loveland, County of Larimer, State of Colorado, being more particularly described as follows:

Considering the most westerly boundary of Tract A, Rocky Mountain Village 3rd Subdivision Amended Plat as bearing South 19°40'53" East with all bearings herein relative thereto:

Beginning at the north corner of the most westerly boundary of Tract A, Rocky Mountain Village 3rd Subdivision Amended Plat, as recorded at Reception Number 2000076043, and proceeding West along said boundary South 19°40'53" East 80.65 feet to the north right-of-way line of Highway 102 to which a radial line bears North 23°21'19" West, having a radius of 750.00 feet, a central angle of 22°25'52" and a chord which bears South 55°25'46" West 281.75 feet; thence along the arc of said curve 293.62 feet to the north and east right-of-way line of Piney River Drive and the beginning of a reverse curve concave to the north having a radius of 45.00 feet, a central angle of 64°26'30" and a chord which bears South 86°26'05" West 51.2040 feet; thence along the arc of said curve 65.32 feet to the northeast having a radius of 168.00 feet, a central angle of 55°18'06" and a chord which bears North 23°41'37" West 155.93 feet; thence along the arc of said curve 162.15 feet; thence North 04°33'44" East 60.25 feet to a point on the south boundary of Outlot K, Rocky Mountain Village 1st Subdivision and the beginning of a non-hanging curve concave to the south, to which a radial line bears North 08°27'04" East, having a radius of 665.00 feet and a central angle of 03°42'38" and a chord which bears South 81°07'37" East 83.3 feet; thence along said south boundary and the arc of said curve 83.3 feet; thence continuing along said boundary South 80°48'18" East 195.68 feet to the beginning of a non-hanging curve concave to the north having a radius of 665.00 feet and a chord which bears North 81°07'37" East 83.3 feet; thence continuing along said boundary and the arc of said curve 218.39 feet to the POINT OF BEGINNING.

containing 1.816 acres, more or less, and is subject to all assessments and rights-of-way on record or existing, do hereby subdivide the same into lots, blocks, tracts, outlots, rights-of-way, and easements, as shown on this plat, and do hereby designate and dedicate: (1) all such rights-of-way and easements, other than utility easements and private easements, to and for public use, except where indicated otherwise on this plat; (2) all such utility easements and private easements to the regulation and maintenance of utility, irrigation and drainage facilities; and (3) to hereby designate the same as ROCKY MOUNTAIN VILLAGE ELEVENTH SUBDIVISION, to the City of Loveland, Colorado.

All expenses involving necessary improvements for water system, sanitary sewer system, storm sewer system, curbs and gutters, sidewalks, street improvements, street signs, traffic control signs, alley grading and surfacing, gas service, electric system, grading and landscaping shall be paid by the City of Loveland.

**SURVEYORS' CERTIFICATE**

I, Michael David Lang, being a registered Professional Land Surveyor & the State of Colorado, do hereby certify that the survey of "ROCKY MOUNTAIN VILLAGE ELEVENTH SUBDIVISION" was made by me or under my supervision and that the ELEVEN (11) lots accurately represented on this plat and that the statements contained hereon were read by me and the same are true to the best of my knowledge.

Dated this 13 day of July, 2003.

Michael David Lang  
Registered Professional Land Surveyor  
Colorado Registration No. 37053



**NOTICE:** According to Colorado Law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown hereon.

**NOTES:**

- 1) BASE OF BEARINGS: The most westerly line of Tract A, Rocky Mountain Village 3rd Subdivision Amended Plat, which bears South 19°40'53" East as shown on the plan recorded at Reception Number 2000076043 and was found monumented as shown hereon.
- 2) The property is subject to either a General Development Plan or Preliminary Development Plan which is on file in the City Planning Division.
- 3) Unless otherwise approved by the City, all unsatisfied conditions of approval for the original subdivision shall continue to apply to this property.

**OWNERS**

THE CITY OF LOVELAND  
BY [Signature] Acting City Manager  
CITY OF LOVELAND REPRESENTATIVE  
STATE OF COLORADO  
COUNTY OF LARIMER  
JSS

The foregoing instrument was acknowledged before me this 13 day of July, A.D. 2003, by Michael David Lang of the City of Loveland. Witness my hand and official seal of July 13 2003. My commission expires 7-5-07.



**Director of Community Services**

**DIRECTOR OF COMMUNITY SERVICES CERTIFICATE**

This plat is approved by the Director of Community Services of the City of Loveland, Larimer County, Colorado, this 13 day of July, 2003 for filing with the Clerk and Recorder of Larimer County and for conveyance to the City of Loveland, Larimer County, Colorado, subject to the provisions that approval is no way obligated to the City and is not intended to be a dedication or construction of improvements on land, streets or easements dedicated to the public except as specifically agreed to by the Director of Community Services.

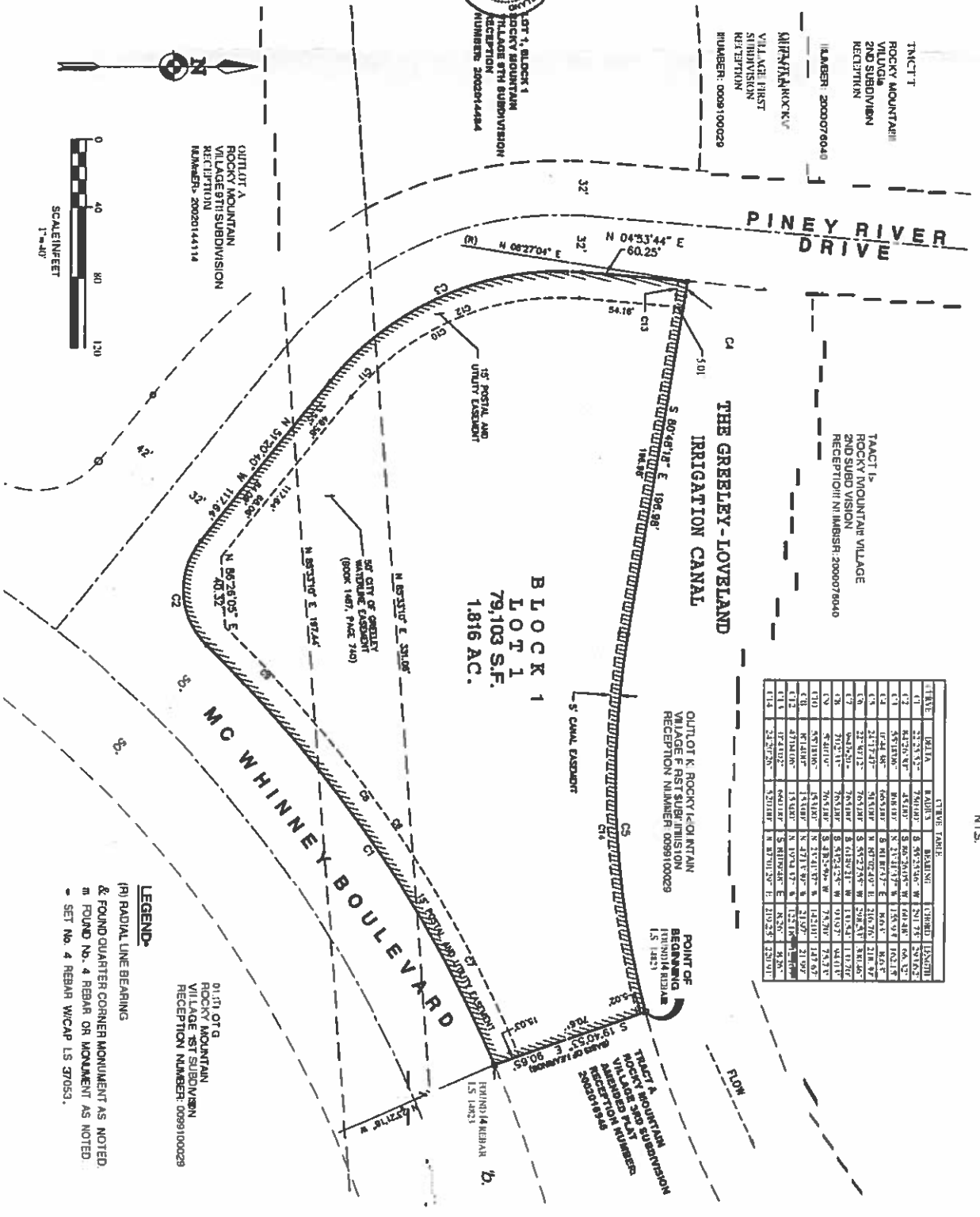
Witness my hand and seal of the City of Loveland:

[Signature]  
City Clerk



TABLE

LINE	BEARING	DISTANCE	AREA	PERIMETER
1	S 19°40'53" E	80.65	1.816	1.816
2	S 55°25'46" W	281.75	1.816	1.816
3	S 64°26'30" W	45.00	1.816	1.816
4	S 86°26'05" W	51.2040	1.816	1.816
5	N 23°41'37" W	155.93	1.816	1.816
6	N 04°33'44" E	60.25	1.816	1.816
7	S 81°07'37" E	83.3	1.816	1.816
8	S 80°48'18" E	195.68	1.816	1.816
9	S 66°53'22" E	665.00	1.816	1.816
10	S 03°42'38" E	665.00	1.816	1.816
11	S 81°07'37" E	83.3	1.816	1.816
12	S 19°40'53" E	80.65	1.816	1.816



209 South Millium  
Ft. Collins, CO. 80521-2903  
(970) 482-5922  
www.sea-r-brown.com

**SEA-R. BROWN**



**LEGEND:**  
(R) RADIAL LINE BEARINGS  
& FOUND QUARTER CORNER MONUMENT AS NOTED  
m FOUND NO. 4 REBAR OR MONUMENT AS NOTED  
- SET NO. 4 REBAR W/CAP LS 37053.

ROCKY MOUNTAIN VILLAGE ELEVENTH SUBDIVISION

## NON-RESIDENTIAL REAL PROPERTY LEASE AGREEMENT (Training Site)

THIS NON-RESIDENTIAL REAL PROPERTY LEASE AGREEMENT ("*Lease*") is entered into by and between the City of Loveland, a home-rule municipality of the State of Colorado, whose address is 500 E. 3rd Street, Loveland, CO 80537 ("*Landlord*"), and the Loveland Fire Rescue Authority, a public entity of the State of Colorado, whose address is 410 E. 5th Street, Loveland, CO 80537 ("*Tenant*"). The Landlord and the Tenant are referred to collectively as the "*Parties*" and individually as a "*Party*".

### ARTICLE I – GRANT OF LEASE

The Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the Tenant, does hereby lease to the Tenant, and the Tenant does hereby lease from the Landlord, the real property described in **Exhibit A**, attached hereto and incorporated by reference herein ("*Leased Premises*"), together with all improvements located thereon on the Commencement Date (defined below). The Landlord further leases to the Tenant all Opticom and other information technology systems, components, equipment, hardware, and software located on the Leased Premises, including, without limitation, laptop and desktop computers, tablets, fax/copy machines, and telephones.

### ARTICLE II – LEASE TERM

Section 1. Total Term of Lease. The term of this Lease begins on the Commencement Date, as defined in Section 2 of this Article II, and shall continue for twenty-five (25) years from the Commencement Date ("*Initial Term*"), after which this Lease shall automatically renew for one additional twenty-five (25) year term ("*Renewal Term*"), unless sooner terminated in accordance with Section 3 of this Article II. The Initial Term and Renewal Term, and any extensions thereof pursuant to Article III, shall be collectively referred to as the "*Lease Term*".

Section 2. Commencement Date. The "*Commencement Date*" means the date the last Party signs this Lease.

Section 3. Termination for Business Reason. Tenant may terminate this Lease for any business reason upon one (1) year's prior written notice to Landlord. Landlord may terminate this Lease for any business reason if Landlord offers Tenant alternative space, at the same rental rate and on the same terms and conditions set forth herein, for the balance of the Lease Term, and from which alternative space Tenant can engage in the uses described in Section 1 of Article VII below. Termination by Landlord for any business reason shall be effective one (1) year after Tenant's acceptance of the comparable alternative space, which acceptance shall not be unreasonably withheld. For purposes of this paragraph, "business reason" shall mean a legitimate reason related to the administration or operation of Landlord's business, and/or Landlord's financial condition or economic circumstances. Notwithstanding any provision of this Lease to the contrary, (i) in the event of termination of that certain Intergovernmental Agreement for the Establishment and Operation of the Loveland Fire Rescue Authority as a Separate Governmental Entity dated August 19, 2011 between the City of Loveland and the

Loveland Rural Fire Protection District, including all subsequent amendments thereto (collectively, the "*Establishing IGA*"), this Lease shall automatically terminate as of the date of the termination of the Establishing IGA; and, (ii) in the event the governing body of the City of Loveland or the Loveland Rural Fire Protection District fails to appropriate in any year during the Lease Term its allocation payment required to be paid to the Authority under the Establishing IGA, this Lease shall terminate as of the date the allocation payment not appropriated otherwise would have been due and payable.

### ARTICLE III – EXTENSIONS

The Parties may elect to extend the Initial Term or Renewal Term upon such terms and conditions as may be agreed upon in writing and signed by the Parties at the time of any such extension.

### ARTICLE IV – DETERMINATION OF RENT

The Tenant agrees to pay the Landlord and the Landlord agrees to accept, during the Lease Term, at such place as the Landlord shall from time to time direct by notice to the Tenant, rent at the following rates and times:

Annual rent for the Lease Term shall be One Dollar (\$1.00) each year, due on the month and day of the Commencement Date.

### ARTICLE V – OBLIGATIONS FOR MAINTENANCE, REPAIRS, AND ALTERATIONS; UTILITIES

Section 1. Routine Maintenance and Repairs. During the Lease Term, Tenant, at its own cost and expense, shall be responsible for all routine maintenance and repair of the Leased Premises, including without limitation such regular preventative maintenance and incidental repairs as are necessary to keep the Leased Premises in good order, operating condition, and repair. If provided pursuant to the Establishing IGA, the Tenant shall utilize and pay for the facilities support services to be provided by the City of Loveland to the Loveland Fire Rescue Authority under the Establishing IGA ("*Facilities Support Services*") in effecting such routine maintenance and repairs of the Leased Premises pursuant to this Section 1, to the extent such routine maintenance and repairs are included within the scope of the Facilities Support Services.

Section 2. Landlord Maintenance and Repairs. During the Lease Term, Landlord, at its own cost and expense, shall be responsible for all major maintenance and structural repairs of the Leased Premises, including without limitation such structural repairs, replacements, alterations, and upgrades as are necessary to keep the Leased Premises in good order, operating condition, and repair, and/or to enhance the value or extend the life of the Leased Premises.

Section 3. Tenant's Alterations and Improvements. Tenant may not make any alterations, improvements, or additions in or about the Leased Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld. The Tenant shall have the right, at its sole expense, from time to time, to redecorate the Leased Premises and to make such

non-structural alterations and changes in such parts thereof as the Tenant shall deem expedient or necessary for its purposes; provided, however, that such alterations and changes shall neither impair the structural soundness nor diminish the value of the Leased Premises. The Landlord shall execute and deliver upon the request of the Tenant such instrument or instruments embodying the approval of the Landlord which may be required by the public or quasi-public authority for the purpose of obtaining any licenses or permits for the making of such alterations, changes, and/or installations in, to, or upon the Leased Premises, and the Tenant agrees to pay for such licenses or permits.

Section 4. Permits and Expenses. Each Party agrees that it will procure all necessary permits for making any repairs, alterations, or other improvements for installations, when applicable. Each Party shall give written notice to the other Party of any repairs required of the other pursuant to the provisions of this Article, and the Party responsible for said repairs agrees promptly to commence such repairs and to diligently prosecute the same to completion, subject, however, to the delays occasioned by events beyond the control of such Party.

Each Party agrees to pay promptly when due the entire cost of any work performed by it upon the Leased Premises so that the Leased Premises at all times shall be free of liens or verified statements for labor and materials. Each Party further agrees that in performing such work that it will employ materials of good quality and comply with all governmental requirements, and perform such work in a good and workmanlike manner.

Section 5. Utilities. Tenant shall pay for all water, sanitation, sewer, electricity, light, heat, gas, power, fuel, janitorial, and other services incident to Tenant's use of the Leased Premises, that are directly charged or imposed against the Leased Premises, or which the Parties mutually agree should be allocated against the Leased Premises (collectively, "*Utilities Services*"). If provided pursuant to the Establishing IGA, some or all of the Utilities Services may be included and paid for by the Tenant as part of the City of Loveland's Facilities Support Services.

Section 6. Remediation of Existing Retention Pond. The Parties acknowledge that, due to potential contamination, the retention pond currently located on the Leased Premises must be remediated and filled in ("*Retention Pond Project*"). Tenant shall be responsible for performing the Retention Pond Project in coordination with the Landlord. All costs incurred by the Tenant in performing the Retention Pond Project shall be paid by Landlord in accordance with the City of Loveland Ordinance #6047.

## ARTICLE VI – TENANT'S COVENANTS

Section 1. Tenant's Covenants. Tenant covenants and agrees as follows:

A. To procure any licenses and permits required for any use made of the Leased Premises by the Tenant, and upon the expiration or termination of this Lease, to remove its goods and effects and those of all persons claiming under it, and to yield up peaceably to Landlord the Leased Premises in good order, repair, and condition in all respects; excepting only damage by



fire and casualty covered by the insurance coverage, structural repairs (unless the Tenant is obligated to make such repairs hereunder), and reasonable wear and tear.

B. To permit the Landlord to enter the Leased Premises upon reasonable notice to inspect such repairs, improvements, alterations, or additions thereto as may be required under the provisions of this Lease.

C. To obtain Landlord's prior written approval before erecting any new permanent buildings or structures on the Leased Premises, and to comply with all development and building services process requirements applicable to the construction of such permanent buildings or structures.

## ARTICLE VII – USE OF PROPERTY BY TENANT

Section 1. Use. The Leased Premises may be occupied and used by the Tenant exclusively for fire suppression, fire protection, public education, rescue, extrication, hazardous materials, ambulance, emergency medical services, and related fire and emergency services administration, support, and training activities. The Tenant also may, in its discretion, permit other emergency services personnel to participate in the training activities of the Tenant's personnel or to separately conduct training; provided, however, that the Tenant shall first obtain appropriate written liability waivers and release forms, including any liability waivers and/or release forms supplied by and for the benefit of Landlord, from any third party and its personnel, if applicable, participating in training or any other activities on the Leased Premises.

Nothing herein shall give the Tenant the right to use the Leased Premises for any other purpose or to sublease, assign, or license the use of the Leased Premises to any sublessee, assignee, or licensee, which or who shall use the Leased Premises for any other use.

## ARTICLE VIII – SIGNAGE

Section 1. Exterior Signs. The Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect, and thereafter to repair or replace, if it shall so elect, signs on any portion of the Leased Premises, provided, that Tenant shall remove any such signs upon termination of this Lease, and repair all damage occasioned thereby to the Leased Premises.

Section 2. Interior Signs and Fixtures. The Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect, maintain, place, and install its usual and customary signs and fixtures in the interior of the Leased Premises, provided that Tenant shall remove any such signs and fixtures upon termination of this Lease, unless otherwise agreed to by Landlord, and repair all damage occasioned thereby to the Leased Premises.

## ARTICLE IX – INSURANCE, INDEMNITIES AND LIABILITIES

Section 1. The Landlord shall not in any way be liable for any cost, liability, damage or injury including cost of suit and expenses of legal services, claimed or recovered by any person whomsoever, or occurring on the Leased Premises, or as a result of any operations, works, acts or omissions performed on the Leased Premises by Tenant, its agents, servants, employees or authorized tenants, or their guests or invitees. Tenant shall not in any way be liable for any cost, liability, damage or injury including cost of suit and expenses of legal services, claimed or recovered by any person whomsoever, or occurring on the Lease Premises, or as a result of any operations, works, acts, or omissions performed on the Lease Premises solely by the Landlord, their agents, servants, employees or authorized tenants, or any of the guests or invitees of such parties.

Section 2. To the extent permitted by law, each Party agrees to indemnify, save and hold harmless, the other Party, its officers, directors, Council members, agents, servants and employees, of and from any and all costs, liability, damage and expense, including costs of suit and reasonable expenses of legal services, by any person, firm or corporation by reason of injury to, or death of, any person or persons, including the indemnified Party's personnel, and damage to, destruction of, or loss of use of any property, including the indemnified Party's property, directly or indirectly arising from, or resulting from, any operations, works, acts or omissions of the indemnifying Party, its agents, servants, employees, contractors, or authorized tenants, or any of the guests or invitees of such parties. Upon the filing by anyone of a claim for damages arising out of incidents for which a Party herein agrees to indemnify and hold the other Party harmless, the indemnified Party shall notify the indemnifying Party of such claim and in the event that the indemnifying Party does not settle or compromise such claim, then the indemnifying Party shall undertake the legal defense of such claim on behalf of the indemnified Party. It is specifically agreed, however, that the indemnified Party, at its own cost and expense, may participate in the legal defense of any such claim. Any final judgment rendered against the indemnified Party for any cause for which the indemnifying Party is liable hereunder shall be conclusive against the indemnifying Party as to liability and amount upon the expiration of the time for appeal.

Section 3. Tenant shall procure and keep in force during the Lease Term a policy of Comprehensive General Liability insurance naming the Landlord as additional insured and insuring against any liability for personal injury, bodily injury, death, or property damage arising out of the subject of this Lease with a combined single limit of at least Five Million Dollars (\$5,000,000). Tenant shall also procure and keep in force during the Lease Term policies or endorsements providing coverage for products liability, motor vehicle liability and insured contracts coverage with the same combined single limit. Finally, Tenant shall maintain workers' compensation insurance in accordance with Colorado law. All such policies shall provide that they are not cancelable or subject to reduction in coverage limits or other modification except after not less than thirty (30) days' prior written notice to the Landlord and shall include a waiver of subrogation in favor of the Landlord. The policies shall be for the mutual and joint benefit and protection of Tenant and the Landlord and such policies shall contain a provision that the Landlord, although named as an additional insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its servants, agents, citizens, and employees by

reason of negligence of Tenant. Tenant shall provide certificates of insurance, in a form acceptable to the Landlord, evidencing existence of all insurance required to be maintained prior to the commencement of the Lease Term.

Section 4. Tenant shall maintain renter's insurance or other insurance policy(ies) covering the personal property contained in the Leased Premises owned, leased or otherwise in the possession and control of the Tenant. Tenant also shall maintain tenant's legal liability insurance or other insurance policy(ies) covering Tenant's liability for damage to the Leased Premises caused by Tenant, its agents, servants, employees or authorized tenants, or their guests or invitees. The Tenant's legal liability insurance obtained pursuant to this Section 4 shall be primary over the Landlord's comprehensive casualty and liability insurance obtained pursuant to Section 6, below, in any instance in which both such insurance coverages may apply.

Section 5. Tenant represents that it is the owner of or fully authorized to use any and all services, processes, machines, articles, marks, names or slogans used by it in its operations under or in any way connected with this Lease. To the extent permitted by law, Tenant agrees to save and hold the Landlord, their officers, employees, agents and representatives free and harmless of and from any loss, liability, expense, suit or claim for damages in connection with any actual or alleged infringement of any patent, trademark or copyright, or arising from any alleged or actual unfair competition or other similar claim arising out of the operations of Tenant under or in any way connected with this Lease.

Section 6. During the Lease Term, Landlord shall continue such comprehensive casualty and liability insurance for the Leased Premises as is maintained by Landlord immediately before the Commencement Date of this Lease. All such insurance will name Landlord and Tenant as insureds. The policies will provide that they may not be canceled or altered without at least thirty (30) days prior written notice to Tenant, and the loss payable endorsement will provide that all amounts payable by reason of loss of or damage to the Leased Premises will be payable only to Landlord. The Landlord's comprehensive casualty and liability insurance obtained pursuant to this Section 6 shall be primary over the Tenant's comprehensive general liability insurance obtained pursuant to Section 3, above, in any instance in which both such insurance coverages may apply.

Section 7. One or more members of the Tenant's administrative staff (as appointed by the Fire Chief) shall meet or otherwise exchange information with one or more members of the Landlord's administrative staff (as appointed by the City Manager) each year in May for the purpose of discussing the provision of insurance pursuant to Sections 3, 4, and 6 above, including without limitation, the types and amounts of insurance coverage, insurance coverage cost allocations, and the Parties' responsibility for obtaining and maintaining insurance coverage. The Parties may mutually agree to amend such Sections, or any of them, in writing pursuant to Article XV, Section 5 below.

## ARTICLE X – DAMAGE TO DEMISED PREMISES

Section 1. Repairs and Restoration. The Landlord agrees that in the event of the damage or destruction of the Leased Premises, Landlord forthwith shall proceed to repair, restore,

replace, or rebuild the Leased Premises (excluding the Tenant's leasehold improvements), to substantially the condition in which the same were immediately prior to such damage or destruction. The Landlord thereafter shall diligently prosecute said work to completion without delay or interruption except for events beyond the reasonable control of the Landlord.

## ARTICLE XI – DEFAULT

### Section 1. Landlord's Remedies.

#### A. In the event that:

(1) The Tenant shall be in default in the payment of rent or other charges herein required to be paid by Tenant (default herein being defined as payment received by Landlord ten (10) or more days subsequent to the due date); or

(2) Tenant has caused a lien or verified statement to be filed against the Leased Premises and said lien is not removed, or Tenant has caused such statutory steps as are necessary to have it removed, within thirty (30) days of recordation thereof; or

(3) The Tenant shall default in the observance or performance of any of the covenants and agreements required to be performed and observed by the Tenant hereunder for a period of thirty (30) days after notice to the Tenant in writing of such default (or if such default shall reasonably take more than thirty (30) days to cure, Tenant shall not have commenced the same within the thirty (30) days and diligently prosecuted the same to completion);

(4) Sixty (60) days have elapsed after the commencement of any proceedings by or against the Tenant, whether by the filing of a petition or otherwise, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or future Federal Bankruptcy Act or any other present or future applicable federal, state, or other statute or law, whereby such proceeding shall not have been dismissed (provided, however, that the non-dismissal of any such proceeding shall not be a default hereunder so long as all of the Tenant's covenants and obligations hereunder are being performed by or on behalf of Tenant); or

(5) The Tenant ceases providing fire, rescue, emergency medical, and related emergency services to the Landlord;

then the Landlord shall be entitled to its election (unless the Tenant shall cure such default prior to such election) to exercise concurrently or successively, any one or more of the following rights:

(a) Terminate this Lease by giving the Tenant notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date specified were the date herein originally fixed as the termination date of the Lease Term, and all rights of the Tenant under this Lease and in and to the Premises shall expire and terminate, and the Tenant shall remain liable for all

obligations under this Lease arising prior to the date of such termination, and the Tenant shall surrender the Leased Premises to the Landlord on the date specified in such notice; or

(b) Without terminating this Lease and with notice to the Tenant, the Landlord may, in its own name but as agent for the Tenant, enter into and upon and take possession of the Premises or any part thereof, and at the Landlord's option, remove persons and property therefrom, and such property, if any, may be removed and stored in a warehouse or elsewhere at the cost of, and for the account of the Tenant, all without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby, and the Landlord may rent the Leased Premises or any portion thereof as the agent of the Tenant with or without advertisement, and by private negotiations and for any term upon such terms and conditions as the Landlord may deem necessary or desirable in order to relet the Leased Premises. The Landlord shall in no way be responsible or liable for any rental concessions or any failure to rent the Leased Premises or any part thereof, or for any failure to collect any rent due upon such reletting. Upon such reletting, all rentals received by the Landlord from such reletting shall be applied: first, to the payment of any indebtedness (other than any rent due hereunder) from the Tenant to the Landlord; second, to the payment of any costs and expenses of such reletting, including, without limitation, brokerage fees and attorney's fees and costs of alterations and repairs; third, to the payment of rent and other charges then due and unpaid hereunder; and the residue, if any shall be held by the Landlord to the extent of and for application in payment of future rent as the same may become due and payable hereunder. In reletting the Leased Premises, Landlord may grant rent concessions, and the Tenant shall not be credited therefor. If such rentals received from such reletting shall at any time or from time to time be less than sufficient to pay to the Landlord the entire sums then due from the Tenant hereunder, Tenant shall pay any such deficiency to the Landlord. Such deficiency shall, at Landlord's option, be calculated and paid monthly. No such reletting shall be construed as an election by the Landlord to terminate this Lease, unless a written notice of such election has been given to the Tenant by the Landlord. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for any such previous default provided same has not been cured; or

(c) Without liability to the Tenant or any other party and without constituting a constructive or actual eviction, suspend, or discontinue furnishing or rendering to Tenant any property, material, labor, utilities, or other service, whether the Landlord is obligated to furnish or render the same, so long as Tenant is in default under this Lease; or

(d) Pursue such other remedies as are available at law or equity.

B. Landlord's pursuit of any remedy or remedies including, without limitation, any one or more of the remedies stated herein shall not (1) constitute an election of remedies or preclude pursuit of any other remedy or remedies provided in this Lease or any other remedy or remedies provided by law or in equity, separately or concurrently or in any combination, or (2) serve as the basis for any claim of constructive eviction, or allow the Tenant to withhold any payments under this Lease.

Section 2. Landlord's Self Help. If the Tenant shall default in the performance or observance of any of its agreements or conditions in this Lease and the Tenant shall not cure such default within thirty (30) days after notice from the Landlord specifying the default (or, if such default shall reasonably take more than thirty (30) days to cure, and the Tenant shall not have commenced the same within the thirty (30) days and diligently prosecuted the same to completion), Landlord may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of the Tenant, and any amount paid or contractual liability incurred by the Landlord in so doing shall be deemed paid or incurred for the account of the Tenant, and the Tenant agrees to reimburse the Landlord therefor and save the Landlord harmless therefrom; provided, however, that Landlord may cure any such default prior to the expiration of said waiting period, without notice to Tenant if an emergency situation exists, or after notice to Tenant, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Leased Premises or the Landlord's interest therein, or to prevent injury or damage to persons or property.

Section 3. Tenant's Self Help. If the Landlord shall default in the performance or observance of any of its agreements or conditions in this Lease, and if the Landlord shall not cure such default within thirty (30) days after notice from Tenant specifying the default (or, if such default shall reasonably take more than thirty (30) days to cure, and the Landlord shall not have commenced the same within the thirty (30) days and diligently prosecuted the same to completion), Tenant may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of the Landlord, and any amount paid or contractual liability incurred by the Tenant in so doing shall be deemed paid or incurred for the account of the Landlord, and the Landlord agrees to reimburse Tenant therefor and save the Tenant harmless therefrom; provided, however, that Tenant may cure any such default as aforesaid prior to the expiration of said waiting period, without notice to Landlord if an emergency situation exists, or after notice to Landlord, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Leased Premises or the Tenant's interest therein, or to prevent injury or damage to persons or property.

## ARTICLE XII – TITLE

Section 1. Quiet Enjoyment. The Landlord covenants and agrees that upon the Tenant paying the rent and observing and performing all of the terms, covenants, and conditions on the Tenant's part to be observed and performed hereunder, the Tenant may peaceably and quietly have, hold, occupy, and enjoy the Leased Premises in accordance with the terms of this Lease without hindrance or molestation from the Landlord or any persons lawfully claiming through the Landlord.

Section 2. Zoning and Good Title. The Landlord warrants and represents, upon which warranty and representation the Tenant has relied in the execution of this Lease, that the Landlord is the owner of the Leased Premises, in fee simple absolute, free and clear of all encumbrances, except for the easements, covenants, and restrictions of record as of the date of this Lease. Such exceptions shall not impede or interfere with the quiet use and enjoyment of the Leased Premises by the Tenant. The Landlord warrants that the Landlord has full right and lawful authority to execute this Lease for the Lease Term, in the manner, and upon the conditions

and provisions herein contained; that there is no legal impediment to the use of the Leased Premises as set out herein; that the Leased Premises are not subject to any easements, restrictions, zoning ordinances, or similar governmental regulations which prevent their use as set out herein; that the Leased Premises presently are zoned for the use contemplated herein and throughout the term of this Lease may continue to be so used therefor by virtue of said zoning, under the doctrine of "non-conforming use," or valid and binding decision of appropriate authority, except, however, that said representation and warranty by the Landlord shall not be applicable in the event that the Tenant's act or omission shall invalidate the application of said zoning, the doctrine of "non-conforming use" or the valid and binding decision of the appropriate authority.

### ARTICLE XIII – HOLDING OVER/WAIVERS/NOTICES

Section 1. Holding Over. In the event that the Tenant or anyone claiming under the Tenant shall continue occupancy of the Leased Premises after the expiration of the Lease Term without any agreement in writing between the Parties with respect thereto, such occupancy shall not be deemed to extend or renew the Lease Term, but such occupancy shall continue as a tenancy at will, from month to month, upon the covenants, provisions, and conditions herein contained. The rental shall be the rental in effect during the term of this Lease as extended or renewed, prorated and payable for the period of such occupancy.

Section 2. Waivers. Failure of either Party to complain of any act or omission on the part of the other Party, no matter how long the same may continue, shall not be deemed to be a waiver by said Party of any of its rights hereunder. No waiver by either Party at any time, express or implied, or any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by either Party shall require the consent or approval of the other Party, the other Party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion. Any and all rights and remedies which either Party may have under this Lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate, and cumulative and shall not be deemed inconsistent with each other, and no one of them, whether exercised by said Party or not, shall be deemed to be an exclusion of any other, and any two or more or all of such rights and remedies may be exercised at the same time.

Section 3. Notices. All notices and other communications authorized or required hereunder shall be in writing and shall be given by hand delivery or by mailing to the address set forth above, or such other address as a may be designated by the applicable Party, by first class U.S. Mail, postage prepaid. Any such notice or other communication, if hand delivered, shall be deemed to have been given when received by the Party to whom such notice or other communication shall be addressed, and if mailed by first class U.S. Mail, postage prepaid, shall be deemed to have been given three (3) days after mailing.

## ARTICLE XIV – PROPERTY DAMAGE

Section 1. Loss and Damage. Notwithstanding any contrary provisions of this Lease, Landlord shall not be responsible for any loss of or damage to property of the Tenant or of others located on the Leased Premises, except where caused by the intentional or negligent act or omission of the Landlord, or the Landlord's agents, employees, volunteers, or contractors; provided, however, that if the Tenant shall notify the Landlord in writing of repairs which are the responsibility of the Landlord under Article V hereof, and the Landlord shall fail to commence and diligently prosecute to completion said repairs promptly after such notice, and if after the giving of such notice, loss of or damage to the Tenant's property shall result from the condition as to which the Landlord has been notified, the Landlord shall pay the Tenant for any loss, cost, or expense arising therefrom.

Section 2. Force Majeure. In the event that either Party shall be delayed or hindered in or prevented from the performance of any act other than the Tenant's obligation to make payments of rent and other charges required hereunder, by reason of strikes, lockouts, unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other Party, war, or other reason beyond its control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, lack of funds shall not be deemed to be a cause beyond control of either Party.

## ARTICLE XV-HAZARDOUS MATERIALS

Section. 1 The term "**Hazardous Materials**" as used herein shall include but not be limited to asbestos (excluding any such materials located on the Leased Premises prior to the Commencement Date, so long as such materials are contained, maintained, abated, or removed in compliance with all applicable Environmental Laws), flammable explosives, dangerous substances, pollutants, contaminants, hazardous wastes, toxic substances, and any other chemical, material or related substance exposure to, which is prohibited or regulated by any governmental authority having jurisdiction over the premises, any substances defined as "hazardous substances", "hazardous materials" or "toxic substances" in the Comprehensive Environmental Response Compensation and Liability Act of 1960, as amended, by Superfund Amendments and Reauthorization Act 42 U.S.C., § 6901, *et seq.*; the Hazardous Materials Transportation Act, 42 U.S.C., § 6091, *et seq.*; Clean Air Act, 42 U.S.C., § 7901, *et seq.*; Toxic Substances Control Act, 15 U.S.C., § 2601, *et seq.*, Clean Water Act, 33 U.S.C., § 1251, *et seq.*; the laws, regulations or rulings of the state in which the premises is located or any local ordinance affecting the premises; or the regulations adopted in publication promulgated pursuant to any of such laws and ordinances (collectively, "**Environmental Laws**"), provided that Hazardous Materials shall not include any such substances used in or resulting from the ordinary use of the Leased Premises described in Article VII above, or for the cleaning of the Leased Premises, provided that such substances are stored, handled, and disposed of in compliance with all applicable Environmental Laws and other applicable laws and regulations.



Section 2. Tenant shall not cause or permit any Hazardous Materials to be brought upon, kept, or used in or about the Leased Premises or any portion of the Leased Premises by Tenant, its officers, agents, employees, contractors, licensees, or invitees, without the prior written consent of Landlord (which shall not unreasonably withheld as long as Tenant demonstrates to the Landlord's reasonable satisfaction that such Hazardous Material is necessary or useful to Tenant's operation and will be used, kept, stored, and disposed of in the manner which complies with all Environmental Laws). If Tenant breaches the obligation stated in the preceding sentence, or if the presence of Hazardous Material on the Leased Premises was caused or permitted to occur by Tenant during the period that the Leased Premises has been in the possession of Tenant or any concessionaire, sublessee or assignee of Tenant, then Tenant shall, to the extent permitted by law, indemnify, defend, and hold the Landlord, and its officers and employees, harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including, without limitation, diminution in value of the Leased Premises, damages for the loss or restriction on use of the Leased Premises, and sums paid in settlement of claims, attorneys' fees, consulting fees, and expert fees) which arise during or after the Lease Term as a result of such contamination.

To the extent permitted by law, this indemnification of the Landlord by Tenant includes, without limitation, any costs incurred in connection with any investigation of site conditions or any clean-up, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Material present in the soil, air, surface water, or ground water on, under, or in connection with the Leased Premises. Without limiting the foregoing, if the presence of any Hazardous Material on the Leased Premises caused or permitted by Tenant results in any contamination of the Leased Premises, Tenant shall promptly notify the Landlord verbally and in writing within 24 hours of said contamination, and shall promptly comply with all regulatory timeframes and requirements, including time sensitive regulatory notifications, and take all actions at its sole expense (and in consultation with the Landlord) as are necessary to return to the Leased Premises to the condition existing prior to the introduction of any such Hazardous Material to the Leased Premises; provided that the Landlord's verbal consultation and written approval of such action shall first be obtained, which approval shall not be unreasonably withheld so long as such action would not potentially have any material adverse effect on the Leased Premises or the Landlord's use of the Leased Premises. To the extent permitted by law, Tenant's indemnity under this Section 2 shall survive any termination or expiration of this Agreement.

Section 3. The Parties agree that the Landlord shall have the right to conduct further environmental assessments, checkups, or compliance audits of the Tenant's operations on the Leased Premises every two years during the Lease Term, provided that the Landlord shall give Tenant adequate prior notice thereof and shall not unreasonably interfere with Tenant's use of the Leased Premises, as described in Article VII above (the "Periodic Environmental Evaluation"). The Periodic Environmental Evaluation shall be managed and completed by the Landlord and/or its contractors. The cost of the Periodic Environmental Evaluation shall be shared equally by the Landlord and Tenant. Tenant shall cooperate with the Landlord's management and completion of the Periodic Environmental Evaluation by escorting the Landlord's representatives and by following up in writing with the remedy and timeframe that shall be implemented for any actions required to comply with the Environmental Laws caused as the result of Tenant's operations.

Further, the Parties agree that during the final year of the Initial Term or Renewal Term, or within ninety (90) days after the earlier termination of this Lease, the Landlord shall have the right to have a full environmental assessment and examination of the Leased Premises completed in order to determine the environmental status of the Leased Premises at such time and the potential responsibility for any environmental conditions caused as the result of Tenant's operations (the "New Environmental Report"). The New Environmental Report shall be provided to Tenant, along with: (i) any notice from the Landlord alleging potential responsibility of Tenant for matters set forth therein; and (ii) a copy of Landlord's invoice for the cost of the New Environmental Report. Tenant shall reimburse the Landlord for one-half the cost of the New Environmental Report within ten (10) days after receipt of the Landlord's invoice.

## ARTICLE XVI – MISCELLANEOUS

Section 1. Fixtures. Except for any personal property owned, leased, or otherwise under the control of Landlord, all personal property, furnishings, and equipment and all other trade fixtures installed in or hereafter by or at the expense of the Tenant and all additions and/or improvements, exclusive of structural, mechanical, electrical, and plumbing, affixed to the Leased Premises and used in the operation of the Tenant's business made to, in, or on the Leased Premises by and at the expense of the Tenant and susceptible of being removed from the Leased Premises without damage, unless such damage be repaired by the Tenant, shall remain the property of the Tenant and the Tenant may, but shall not be obligated to, remove the same or any part thereof at any time or times during the Lease Term hereof, provided that the Tenant, at its sole cost and expense, shall make any repairs occasioned by such removal.

Section 2. Estoppel Certificates. At any time and from time to time, each Party agrees, upon request in writing from the other Party, to execute, acknowledge, and deliver to the other Party or to any person designated by the other Party a statement in writing certifying that the Lease is unmodified and is in full force and effect, or if there have been modifications, that the same is in full force and effect as modified (stating the modifications), that the other Party is not in default in the performance of its covenants hereunder, or if there have been such defaults, specifying the same, and the dates to which the rent and other charges have been paid.

Section 3. Invalidity of Particular Provision. If any term or provision of this Lease or the application hereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, and provided that this Lease may still be performed in accordance with the Parties' intent, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 4. Captions and Definitions of Parties. The captions of the Sections of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease. Except as in this Lease otherwise provided, the terms and provisions of this Lease shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

Nothing contained herein shall be deemed or construed by the Parties or by any third party as creating the relationship of principal and agent or of partnership or of a joint venture between the Parties, it being understood and agreed that neither any provision contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of Landlord and Tenant.

Section 5. Entire Agreement. Except for the Establishing IGA between the Parties, which shall remain in full force and effect, this instrument contains the entire and only agreement between the Parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force and effect. In the event of a conflict, however, between this Lease and the Establishing IGA, the Establishing IGA shall control. This Lease shall not be amended or modified in any way except by a writing executed by the Parties. Course of performance, no matter how long it may continue, shall not be deemed an amendment or modification of this Lease.

Section 6. Governmental Immunity. Nothing in this Lease shall be construed as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Parties, or their directors, officers, employees, volunteers, or agents, under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

Section 7. Non-Appropriation. All direct and indirect financial obligations of a Party under this Lease are subject to annual appropriation of the funds necessary to meet such obligations. If either Party's governing body fails to appropriate funds necessary to meet that Party's obligations under this Lease for the ensuing fiscal year, this Lease shall terminate at the end of the year in which the non-appropriation occurred, and neither Party shall have liability to the other Party beyond those obligations for which the Party previously appropriated funds.

Section 8. Governing Law; Jurisdiction and Venue. All matters pertaining to this Lease (including its interpretation, application, validity, performance, and breach) shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado. Jurisdiction and venue shall lie exclusively in the Larimer County District Court. In any dispute arising from or relating to this Lease, the prevailing Party, as determined by a court, shall be awarded its attorneys' fees, costs, and expenses, including any attorneys' fees, costs, and expenses incurred in collecting upon any judgment, order, or award.

**[SIGNATURE PAGE IMMEDIATELY FOLLOWS]**

Signed, sealed, and delivered in the presence of:

**LANDLORD: City of Loveland**, a Colorado home rule municipality

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

**TENANT: Loveland Fire Rescue Authority**, a public entity of the State of Colorado

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

**EXHIBIT A**

Training Site Description



## OFFICE LEASE (Fire Administration Office)

THIS OFFICE LEASE ("*Lease*") is entered into by and between the City of Loveland, a home-rule municipality of the State of Colorado, whose address is 500 E. 3rd Street, Loveland, CO 80537 ("*Landlord*"), and the Loveland Fire Rescue Authority, a public entity of the State of Colorado, whose address is 410 E. 5th Street, Loveland, CO 80537 ("*Tenant*"). The Landlord and the Tenant are referred to collectively as the "*Parties*" and individually as a "*Party*".

Section 1. Grant of Lease. The Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the Tenant, does hereby lease to the Tenant, and the Tenant does hereby lease from the Landlord, the office space located at 410 E. 5th Street, Loveland, CO 80537 and more specifically described in Exhibit A, attached hereto ("*Leased Premises*"), together with all Personal Property located thereon on the Commencement Date (defined below), and use of the parking spaces adjacent to the east side of the building in which the Leased Premises is located that have been designated for Tenant's use as of the Commencement Date (defined below) and use of other adjacent parking spaces on a "first come" basis. For purposes of this Lease, the term "*Personal Property*" shall mean all fixtures, goods and chattels, information technology systems, components, equipment, hardware, and software located on the Leased Premises, including, without limitation, laptop and desktop computers, tablets, fax/copy machines, and telephones.

Section 2. Term and Termination. The term of this Lease begins on the date the last Party signs this Lease ("*Commencement Date*") and shall continue for twenty-five (25) years from the Commencement Date ("*Initial Term*"), after which this Lease shall automatically renew for one additional twenty-five (25) year term ("*Renewal Term*"), unless sooner terminated as provided herein. The Initial Term and Renewal Term, and any extensions thereof, are collectively referred to as the "*Lease Term*". Tenant may terminate this Lease for any reason upon one (1) year's prior written notice to Landlord. Landlord may terminate this Lease for any Business Reason if Landlord offers Tenant alternative space, at the same rental rate and on the same terms and conditions set forth herein, for the balance of the Lease Term, and from which alternative space Tenant can engage in the uses described herein. Termination by Landlord for any Business Reason shall be effective one (1) year after Tenant's acceptance of the comparable alternative space, which acceptance shall not be unreasonably withheld. For purposes of this Section, "*Business Reason*" shall mean a legitimate reason related to the administration or operation of Landlord's business, and/or Landlord's financial condition or economic circumstances. The Parties may elect to extend the Initial Term or Renewal Term upon such terms and conditions as may be agreed upon in writing and signed by the Parties at the time of any such extension.

Notwithstanding any provision of this Lease to the contrary, (i) in the event of termination of that certain Intergovernmental Agreement for the Establishment and Operation of the Loveland Fire Rescue Authority as a Separate Governmental Entity dated August 19, 2011 between the City of Loveland and the Loveland Rural Fire Protection District, including all subsequent amendments thereto (collectively, the "*Establishing IGA*"), this Lease shall automatically terminate as of the date of the termination of the Establishing IGA; and, (ii) in the

event the governing body of the City of Loveland or the Loveland Rural Fire Protection District fails to appropriate in any year during the Lease Term its allocation payment required to be paid to the Authority under the Establishing IGA, this Lease shall terminate as of the date the allocation payment not appropriated otherwise would have been due and payable.

Section 3. Rent. The Tenant agrees to pay the Landlord and the Landlord agrees to accept, during the Lease Term, at such place as the Landlord shall from time to time direct by notice to the Tenant, annual rent of One Dollar (\$1.00), due on the month and day of the Commencement Date.

Section 4. Tenant's Routine Maintenance and Repair. The Tenant will keep the interior of the Leased Premises, and all windows, doors, fixtures, interior walls, pipes, and other appurtenances in good and substantial repair and in clean condition, damage by fire or storm excepted, and will exercise all reasonable care in the use of halls, stairs, bathrooms, closets, and other fixtures and parts of the building used in common with others in said building which may be necessary for the preservation of the Leased Premises and the comfort of the other tenants; and will also permit the Landlord or Landlord's agents or employees, at all reasonable times, to enter into the Leased Premises and inspect the conditions thereof, and make such repairs as may be necessary; and will, at the expiration of said term, without demand, quietly and peaceably deliver up the possession of the Leased Premises in good state and condition, normal wear and tear excepted. If provided pursuant to that certain Intergovernmental Agreement for the Establishment and Operation of the Loveland Fire Rescue Authority as a Separate Governmental Entity dated August 19, 2011 between the City of Loveland and the Loveland Rural Fire Protection District, including all subsequent amendments thereto (collectively, the "**Establishing IGA**"), the Tenant shall utilize and pay for the facilities support services to be provided by the City of Loveland to the Loveland Fire Rescue Authority under the Establishing IGA ("**Facilities Support Services**") in effecting such routine maintenance and repairs of the Leased Premises pursuant to this Section 4, to the extent such routine maintenance and repairs are included within the scope of the Facilities Support Services. Tenant may not make any alterations, improvements, or additions in or about the Leased Premises without Landlord's prior written consent, which consent shall not be unreasonably withheld.

5. Landlord's Repair and Maintenance. The Landlord hereby covenants with the Tenant upon the performance by the Tenant of the covenants hereinbefore set forth, that the Landlord will, during the Lease Term, keep all the external parts of the Leased Premises in good repair; that in case the said building and Leased Premises or any part thereof shall, at any time be destroyed or so damaged by fire or storm as to render same unfit for occupation or use, said Landlord shall have the option to terminate this Lease, or to repair and/or rebuild the Leased Premises until the Leased Premises are repaired and fit for occupancy and use; and that the Tenant may quietly hold and enjoy the Leased Premises without any interruption by the Landlord or any person claiming under the Landlord.

6. Utilities, Taxes and Assessments. Unless the Parties mutually agree in writing otherwise, Landlord shall pay for all water, sanitation, sewer, electricity, light, heat, gas, power, fuel, janitorial, and other services incident to Tenant's use of the Leased Premises. Notwithstanding the foregoing, if provided pursuant to the Establishing IGA, some or all of the



utilities services may be included and paid for by the Tenant as part of the City of Loveland's Facilities Support Services.

7. Use. The Leases Premises may be occupied and used by Tenant exclusively for fire suppression, fire protection, public education, rescue, extrication, hazardous materials, ambulance, emergency medical services, and related fire and emergency services administration, support, and training activities. The Tenant also may, in its discretion, permit other emergency services personnel to participate in the training activities of the Tenant's personnel or to separately conduct training; provided, however, that the Tenant shall first obtain appropriate written liability waivers and release forms, including any liability waivers and/or release forms supplied by and for the benefit of Landlord, from any third party and its personnel, if applicable, participating in training or any other activities on the Leased Premises.

8. Insurance.

a. Tenant shall procure and keep in force during the Lease Term a policy of Comprehensive General Liability insurance naming the Landlord as additional insured and insuring against any liability for personal injury, bodily injury, death, or property damage arising out of the subject of this Lease with a combined single limit of at least Five Million Dollars (\$5,000,000). Tenant shall also procure and keep in force during the Lease Term policies or endorsements providing coverage for products liability, motor vehicle liability and insured contracts coverage with the same combined single limit. Finally, Tenant shall maintain workers' compensation insurance in accordance with Colorado law. All such policies shall provide that they are not cancelable or subject to reduction in coverage limits or other modification except after not less than thirty (30) days' prior written notice to the Landlord and shall include a waiver of subrogation in favor of the Landlord. The policies shall be for the mutual and joint benefit and protection of Tenant and the Landlord and such policies shall contain a provision that the Landlord, although named as an additional insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its servants, agents, citizens, and employees by reason of negligence of Tenant. Tenant shall provide certificates of insurance, in a form acceptable to the Landlord, evidencing existence of all insurance required to be maintained prior to the commencement of the Lease Term.

b. Tenant shall maintain renter's insurance or other insurance policy(ies) covering the personal property contained in the Leased Premises owned, leased or otherwise in the possession and control of the Tenant. Tenant also shall maintain tenant's legal liability insurance or other insurance policy(ies) covering Tenant's liability for damage to the Leased Premises caused by Tenant, its agents, servants, employees or authorized tenants, or their guests or invitees. The Tenant's legal liability insurance obtained pursuant to this Section 8(b) shall be primary over the Landlord's comprehensive casualty and liability insurance obtained pursuant to Section 8(c), below, in any instance in which both such insurance coverages may apply.

c. During the Lease Term, Landlord shall continue such comprehensive casualty and liability insurance for the Leased Premises as is maintained by Landlord immediately before the Commencement Date of this Lease. All such insurance will name Landlord and Tenant as insureds. The policies will provide that they may not be canceled or

altered without at least thirty (30) days prior written notice to Tenant, and the loss payable endorsement will provide that all amounts payable by reason of loss of or damage to the Leased Premises will be payable only to Landlord. The Landlord's comprehensive casualty and liability insurance obtained pursuant to this Section 8(c) shall be primary over the Tenant's comprehensive general liability insurance obtained pursuant to Section 8(a), above, in any instance in which both such insurance coverages may apply.

d. One or more members of the Tenant's administrative staff (as appointed by the Fire Chief) shall meet or otherwise exchange information with one or more members of the Landlord's administrative staff (as appointed by the City Manager) each year in May for the purpose of discussing the provision of insurance pursuant to this Section 8, including without limitation, the types and amounts of insurance coverage, insurance coverage cost allocations, and the Parties' responsibility for obtaining and maintaining insurance coverage. The Parties may mutually agree to amend such Sections, or any of them, in writing pursuant to Section 17 below.

9. Litigation, Process, Jurisdiction and Venue. All matters pertaining to this Lease (including its interpretation, application, validity, performance, and breach) shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado. Jurisdiction and venue shall lie exclusively in the Larimer County District Court. In any dispute arising from or relating to this Lease, the prevailing Party, as determined by a court, shall be awarded its attorneys' fees, costs, and expenses, including any attorneys' fees, costs, and expenses incurred in collecting upon any judgment, order, or award.

10. Default.

a. In the event that:

1. Tenant shall be in default in the payment of rent or other charges herein required to be paid by Tenant (default herein being defined as payment received by Landlord ten (10) or more days subsequent to the due date); or

2. Tenant has caused a lien or verified statement to be filed against the Leased Premises and said lien or verified statement is not removed within thirty (30) days of recordation thereof; or

3. Tenant shall default in the observance or performance of any of the covenants and agreements required to be performed and observed by Tenant hereunder for a period of thirty (30) days after written notice to Tenant of such default (or if such default shall reasonably take more than thirty (30) days to cure, Tenant shall not have commenced the same within the thirty (30) days and diligently prosecuted the same to completion);

4. Sixty (60) days have elapsed after the commencement of any proceedings by or against the Tenant, whether by the filing of a petition or otherwise, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or future Federal Bankruptcy Act or any other present or future applicable federal, state, or other statute or law, whereby such proceeding shall not have been

dismissed (provided, however, that the non-dismissal of any such proceeding shall not be a default hereunder so long as all of the Tenant's covenants and obligations hereunder are being performed by or on behalf of Tenant); or

5. The Tenant ceases providing fire, rescue, emergency medical, and related emergency services to the Landlord;

then the Landlord shall be entitled to its election (unless the Tenant shall cure such default prior to such election), to exercise concurrently or successively, any one or more of the following rights:

i. Terminate this Lease by giving the Tenant notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date so specified were the date herein originally fixed as the termination date of the Lease Term, and all rights of the Tenant under this Lease and in and to the Premises shall expire and terminate, and the Tenant shall remain liable for all obligations under this Lease arising up to the date of such termination, and the Tenant shall surrender the Leased Premises to the Landlord on the date specified in such notice; or

ii. Without terminating this Lease and with notice to the Tenant, the Landlord may, in its own name but as agent for the Tenant, enter into and upon and take possession of the Premises or any part thereof, and at the Landlord's option, remove persons and property therefrom, and such property, if any, may be removed and stored in a warehouse or elsewhere at the cost of, and for the account of the Tenant, all without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby, and the Landlord may rent the Leased Premises or any portion thereof as the agent of the Tenant with or without advertisement, and by private negotiations and for any term upon such terms and conditions as the Landlord may deem necessary or desirable in order to relet the Leased Premises. The Landlord shall in no way be responsible or liable for any rental concessions or any failure to rent the Leased Premises or any part thereof, or for any failure to collect any rent due upon such reletting. Upon such reletting, all rentals received by the Landlord from such reletting shall be applied: first, to the payment of any indebtedness (other than any rent due hereunder) from the Tenant to the Landlord; second, to the payment of any costs and expenses of such reletting, including, without limitation, brokerage fees and attorney's fees and costs of alterations and repairs; third, to the payment of rent and other charges then due and unpaid hereunder; and the residue, if any shall be held by the Landlord to the extent of and for application in payment of future rent as the same may become due and payable hereunder. In reletting the Leased Premises as aforesaid, Landlord may grant rent concessions, and the Tenant shall not be credited therefor. If such rentals received from such reletting shall at any time or from time to time be less than sufficient to pay to the Landlord the entire sums then due from the Tenant hereunder, Tenant shall pay any such deficiency to the Landlord. Such deficiency shall, at Landlord's option, be calculated and paid monthly. No such reletting shall be construed as an election by the Landlord to terminate this Lease, unless a written notice of such election has been given to the Tenant by the Landlord. Notwithstanding any such election by the Landlord to terminate the Lease unless a written notice of such election has been given to the Tenant by the Landlord. Notwithstanding any such reletting without termination, Landlord may at any time

thereafter elect to terminate this Lease for any such previous default provided same has not been cured; or

iii. Without liability to the Tenant or any other party and without constituting a constructive or actual eviction, suspend, or discontinue furnishing or rendering to Tenant any property, material, labor, utilities, or other service, whether the Landlord is obligated to furnish or render the same, so long as Tenant is in default under this Lease; or

iv. Pursue such other remedies as are available at law or equity.

Section 11. No Election of Remedies. Landlord's pursuit of any remedy or remedies including, without limitation, any one or more of the remedies stated herein shall not (a) constitute an election of remedies or preclude pursuit of any other remedy or remedies provided in this Lease or any other remedy or remedies provided by law or in equity, separately or concurrently or in any combination, or (b) serve as the basis for any claim of constructive eviction, or allow Tenant to withhold any payments under this Lease.

Section 12. Quiet Enjoyment. Landlord covenants and agrees that upon Tenant paying the rent and observing and performing all of the terms, covenants, and conditions on Tenant's part to be observed and performed hereunder, that Tenant may peaceably and quietly have, hold, occupy, and enjoy the Leased Premises in accordance with the terms of this Lease without hindrance or molestation from Landlord or any persons lawfully claiming through Landlord.

Section 13. Waivers. Subject to the limitation on legal action set forth in Section 9, above, failure of either Party to complain of any act or omission on the part of the other Party, no matter how long the same may continue, shall not be deemed to be a waiver by that Party of any of its rights hereunder. No waiver by either Party at any time, express or implied, or any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by either Party shall require the consent or approval of the other Party, the other Party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion. Any and all rights and remedies which either Party may have under this Lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate and cumulative and shall not be deemed inconsistent with each other, and no one of them, whether exercised by said Party or not, shall be deemed to be an exclusion of any other; and any two or more or all of such rights and remedies may be exercised at the same time.

Section 14. Notices. All notices and other communications authorized or required hereunder shall be in writing and shall be given by hand delivery or by mailing to the address set forth above, or such other address as a may be designated by the applicable Party, by first class U.S. Mail, postage prepaid. Any such notice or other communication, if hand delivered, shall be deemed to have been given when received by the Party to whom such notice or other communication shall be addressed, and if mailed by first class U.S. Mail, postage prepaid, shall be deemed to have been given three (3) days after mailing.

Section 15. Fixtures. Except for the Personal Property identified in Section 1 above owned, leased, or otherwise under the control of Landlord, and leased to Tenant during the Lease Term, all personal property, furnishings and equipment and all other trade fixtures installed in or hereafter by or at the expense of the Tenant and all additions and/or improvements, exclusive of structural, mechanical, electrical, and plumbing, affixed to the Leased Premises and used in the operation of the Tenant's business made to, in or on the Leased Premises by and at the expense of the Tenant and susceptible of being removed from the Leased Premises without damage, unless such damage be repaired by the Tenant, shall remain the property of the Tenant and the Tenant may, but shall not be obligated to, remove the same or any part thereof at any time or times during the term hereof, provided that the Tenant, at its sole cost and expense, shall make any repairs occasioned by such removal.

Section 16. Captions and Definitions of Parties. The captions of the Sections of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease. Nothing contained herein shall be deemed or construed by the Parties hereto nor by any third party as creating the relationship of principal and agent or of partnership or of a joint venture between the Parties, it being understood and agreed that neither any provision contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of Landlord and Tenant.

Section 17. Entire Agreement. Except for the Establishing IGA between the Parties, which shall remain in full force and effect, this instrument contains the entire and only agreement between the Parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force and effect. In the event of a conflict, however, between this Lease and the Establishing IGA, the Establishing IGA shall control. This Lease shall not be modified in any way except by a writing executed by the Parties. Course of conduct, no matter how long, shall not constitute an amendment to this Lease.

Section 18. Governmental Immunity. Nothing in this Lease shall be construed as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Parties and their council members, directors, officers, employees and volunteers, under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

Section 19. Non-Appropriation. All direct and indirect financial obligations of a Party under this Agreement are subject to annual appropriation of the funds necessary to meet such obligations. If either Party's governing body fails to appropriate funds necessary to meet that Party's obligations under this Agreement for the ensuing fiscal year, this Agreement shall terminate at the end of the year in which the non-appropriation occurred, and neither Party shall have liability to the other Party beyond those obligations for which the Party previously appropriated funds.

**[SIGNATURE PAGE IMMEDIATELY FOLLOWS]**

IN WITNESS WHEREOF, the Parties have executed this Lease the day and year below written.

**LANDLORD: City of Loveland**, a Colorado home rule municipality

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

**TENANT: Loveland Fire Rescue Authority**, a public entity of the State of Colorado

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

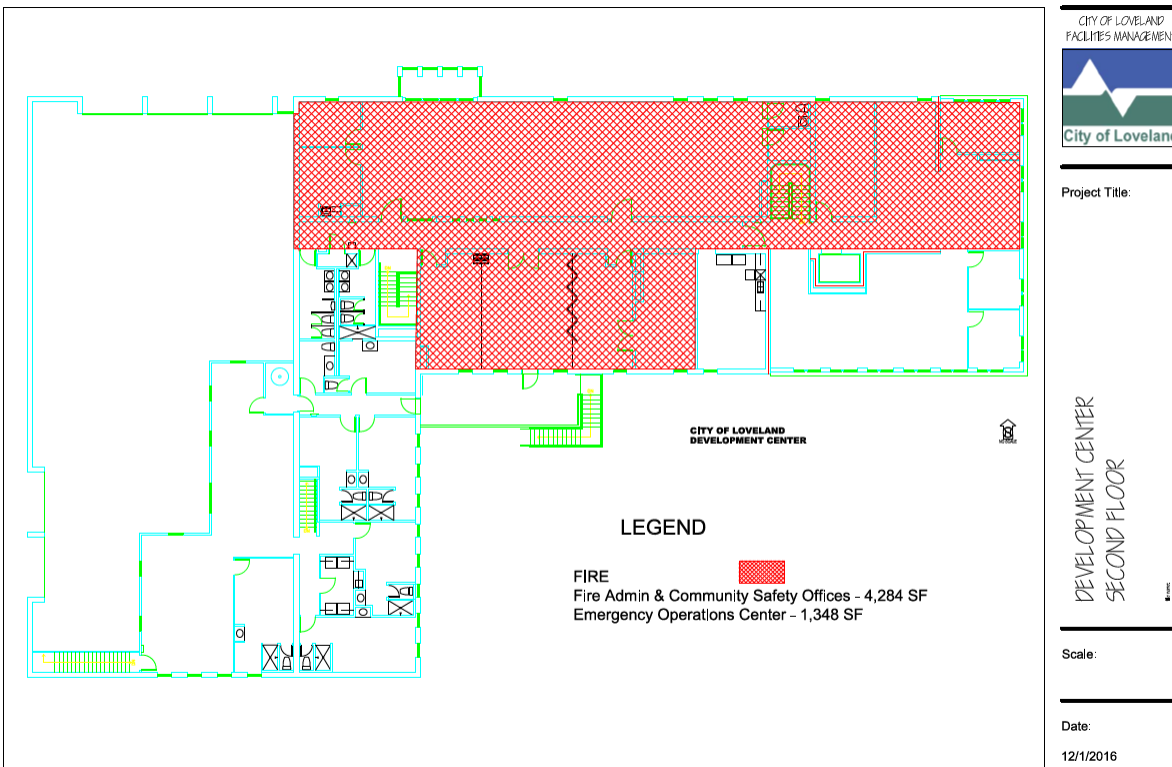
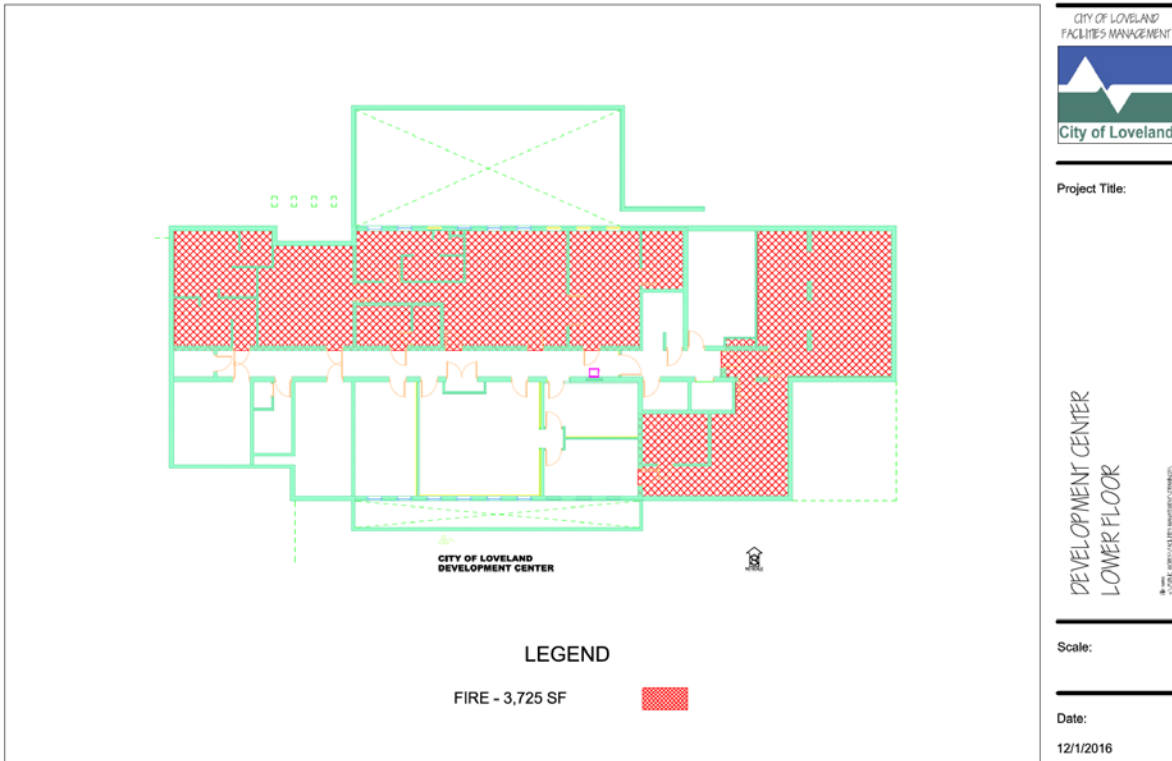
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**EXHIBIT A**

Administration Office Description

### Fire Administration Office

Minimum 9,357 square feet of administrative office space located within the structure located at 410 E. 5th Street, Loveland, CO 80537, as depicted in the floorplans shown below:





**OMNIBUS BILL OF SALE  
(City of Loveland)**

The City of Loveland, a home-rule municipality of the State of Colorado, whose address is 500 E. 3rd Street, Loveland, CO 80537 ("**Seller**"), upon receipt of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby sells to the Loveland Fire Rescue Authority, a public entity of the State of Colorado, whose address is 410 E. 5th Street, Loveland, CO 80537 ("**Buyer**"), its successors and assigns, all of the Seller's right, title, and interest in and to the following used Vehicles and Equipment (defined below):

The fire, ambulance, hazardous materials, rescue, command, and other fire, rescue, and emergency medical services ("**Emergency Services**") apparatus and vehicles now owned by the City of Loveland for the purpose of providing Emergency Services, together with all parts, components, equipment, instruments, appliances, and accessories, as originally installed or installed as replacements or improvements (collectively, the "**Vehicles**"), which Vehicles are specifically listed on the attached Exhibit A; and,

All Emergency Services personal property, including equipment, materials, supplies, tools, gear, apparel, furniture, appliances, and all other personal property, of whatever kind or nature whatsoever, and wherever located, now owned by the City of Loveland for the purpose of providing Emergency Services, together with all parts, components, equipment, instruments, appliances, and accessories, as originally installed or installed as replacements or improvements (collectively, the "**Equipment**"); provided, that such Equipment shall not include tools and equipment now owned by the City of Loveland for the purpose of performing maintenance and repairs on the Vehicles, or the Opticom and other information technology systems, components, equipment, hardware, and software, including, without limitation, laptop and desktop computers, tablets, fax/copy machines, and telephones now owned by the City of Loveland. Further, the definition of "Equipment" shall not include any tools or equipment owned by the City of Loveland and installed or carried on the City of Loveland's Mobile Command Vehicle, Fleet #3300 ("**MCV**"), which Buyer and Seller agree are all of the tools and equipment installed or carried on the MCV that are not otherwise listed on the attached Exhibit B.

BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE VEHICLES AND EQUIPMENT HAVE BEEN PREVIOUSLY USED BY THE SELLER. SELLER SHALL NOT BE DEEMED TO HAVE MADE AND HEREBY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, OR GUARANTEES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, CONCERNING THE VEHICLES OR EQUIPMENT, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY CONDITION, DESIGN, OPERATION, OR PURPOSE, OR QUALITY OF MATERIAL OR WORKMANSHIP OF THE VEHICLES OR EQUIPMENT OR ANY PARTS THEREOF. THE BUYER EXPRESSLY TAKES THE VEHICLES AND EQUIPMENT IN "AS IS, WHERE IS" CONDITION.

SIGNED EFFECTIVE the \_\_\_ day of \_\_\_\_\_, 2016.

**[SIGNATURE PAGE IMMEDIATELY FOLLOWS]**

**SELLER:**

CITY OF LOVELAND, a home rule municipality of  
the State of Colorado

By: \_\_\_\_\_  
\_\_\_\_\_

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

**BUYER:**

LOVELAND FIRE RESCUE AUTHORITY, a public  
entity of the State of Colorado

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary

**EXHIBIT A**

FLEET #	YEAR	LFRA DESIGNATION	DESCRIPTION	VIN #	LICENSE #	ASSIGNMENT
0100	2013	Command 3	Chevrolet Tahoe	1GNSKAE01ER204947	593LGQ	Chief 3
0101	2013	Command 1	Chevrolet 2500	1GC1KXCGODF196251	788YOM	Station 1
0102	2014	Staff 1	Ford Interceptor Utility	1FM5K8AR7FGB26783	865SWQ	Chief 1
0103	2009	Command 2	Chevrolet Tahoe	1GNFK03069R201613	861RBT	Station 1
0108	1997	Engine 4	ALF / General	4Z36ESEBXWR895071	N/A	Station 3
0109	2004	Engine 7	Spartan / Rosenbauer	4S7AT2F924C046929	N/A	Station 3
0110	2005	Engine 2	Spartan / Crimson	4S7AT2F955C052001	N/A	Station 2
0111	2008	Engine 5	Pierce	4P1CV01E08A007958	N/A	Station 5
0112	2010	Engine 1	Spartan / SVI	4S7CT2D91AC072459	N/A	Station 1
0200	2014	Utility 5	Chevrolet 1500	3GUKPEC3EG423729	602LGQ	Chief 7
0201	2013	Engine 236	Ford / OJ Watson	1FD0X5HT8DEB53317	328FHU	Station 3
0202	2000	Ladder 6	HME / Smeal	44KFT42871WZ19384	N/A	Station 1
0203	2015	Utility 6	Chevrolet 1500	3GCUKPEC4FG420758	QRA011	Chief 4
0204	2015	Utility 7	Chevrolet 1500	3GCUKPEC1FG418546	QQZ968	Chief 6
0205	2016	Utility 2	Chevrolet 1500	3GCUKNEC5GG248150	CQH170	Chief 5
0300	2016	Engine	Spartan / SVI			Ordered
0306	2007	Haz Mat 1	International / Hackney	1HTMKAZN67H376085	N/A	Station 1
0313	2012	Engine 6	Spartan / SVI	4S7CT2D96CC075652	N/A	Station 6
0600	1993	SCBA Repair	Haulmark	16HGB1427PP003447	303V28	Station 6
0601	2011	Trng UTV Trailer	PJ Double Trailer	4P5U71224C2166845	216DAW	Training Center
0602	2001	Safety House	Scotty	1SST1NT3211SS609	N/A	Training Center
0603	2006	Collapse / Trench	Forest River	5NHUCMZ276W053138	728BAX	Training Center
0606	2006	Utility 3	GMC K2500	1GTHK29U86E212056	075BRS	Training 1
0607	2007	FIT2 / Spec Ops 2	Chevrolet K3500	1GCHK39K57E548043	891HZF	Station 2
0608	2014	UTV Trailer	Big Tex	16VNX1427E2056598	656ETV	Station 3
0611	2006	Canyon UTV Trl	PJ	4P5SA101262085253	741BAX	Station 7
0615	2011	Small Boat Trailer	Shorelander	1MDTGAP1XBA475040	218DAW	Station 6
0616	2004	Decon Trailer	Nor-E First Response	2T9DAADCX41065189	663ETV	Training Center
0617	2012	Boat Trailer	Midwest	1MDAHAR10DA507546	663ETV	Station 2
0700	2014	Tower 6	Pierce	4P1BCAGF6FA015015	N/A	Station 6
0707	2006	Staff 2	Chevrolet Trail Blazer	1GNET16M866160623	521FHT	Inspections
0708	2006	Staff 3	Chevrolet Trail Blazer	1GNET16MX66160493	522FHT	LFRA Pool Fleet
0709	2006	Staff 4	Chevrolet Trail Blazer	1GNET16MX66160848	520FHT	LFRA Pool Fleet
0710	2006	Staff 5	Chevrolet Trail Blazer	1GNET16M566162121	519FHT	LFRA Pool Fleet
0711	2007	Utility 4	Chevrolet Colorado	1GCDT19E778101920	907DCO	ARFF 6
0790	2009	Staff 6	Ford Escape (Hybrid)	1FMCU59329KA17956	604RBR	Chief 2
0850	2013	Rescue 2	Spartan / SVI	4S7AU2E9XDC077232	N/A	Station 2
0905	2014	SOT UTV	John Deere Gator	1M0825GFLEM081286	N/A	Station 3
0906	2013	Training UTV	John Deere Gator	1M0625GSCDM062101	N/A	Training Center
0907	2007	Canyon UTV	Yamaha Rhino	5Y4AM04YX7A033172	N/A	Station 9
3300	2005	MCV	Freightliner / LDV	4UZAASBV85CV38176	072BRS	Service Center

**EXHIBIT B**

Unique Unit Identification	Make/Model	Station	Purchase Year	Purchase Amount
ARES radios in MCV		MCV		
ARES radio for MCV, mic, kit	Motorola XPR 5550	MCV	2014	811
multi-station radio battery charger	Motorola	MCV	2011	631
Cell phone signal booster	Verizon	MCV	2011	599
Phone system	Panasonic	MCV	2010	
Cradle point - router	IBR1100LPE LTE/3G	MCV	2016	1,200
Cradlepoint antenna	LGMM-7-27-24-58	MCV	2016	320
DVR		MCV	2016	643
Power supply (ARES)		MCV	2014	90
IP camera	Toshiba IK WR14A	MCV	2014	508
Portable generator	Honda 3000i	MCV		
GPS		MCV	2011	400
Printer, copier, fax		MCV	2011	332

## NON-RESIDENTIAL REAL PROPERTY LEASE AGREEMENT (Loveland Rural Fire Protection District Fire Stations 8 and 9)

THIS NON-RESIDENTIAL REAL PROPERTY LEASE AGREEMENT ("*Lease*") is entered into by and between the Loveland Rural Fire Protection District, a political subdivision of the State of Colorado, whose address is 1423 W. 29<sup>th</sup> Street, Loveland, CO 80538 ("*Landlord*"), and the Loveland Fire Rescue Authority, a public entity of the State of Colorado, whose address is 410 E. 5th Street, Loveland, CO 80537 ("*Tenant*"). The Landlord and the Tenant are referred to collectively as the "*Parties*" and individually as a "*Party*".

### ARTICLE I – GRANT OF LEASE

The Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed and observed by the Tenant, does hereby lease to the Tenant, and the Tenant does hereby lease from the Landlord, the real property described in **Exhibit A**, attached hereto and incorporated by reference herein ("*Leased Premises*"), together with all improvements located thereon on the Commencement Date (defined below). The Landlord further leases to the Tenant all Opticom and other information technology systems, components, equipment, hardware, and software located on the Leased Premises, including, without limitation, laptop and desktop computers, tablets, fax/copy machines, and telephones.

### ARTICLE II – LEASE TERM

Section 1. Total Term of Lease. The term of this Lease begins on the Commencement Date, as defined in Section 2 of this Article II, and terminates fifty (50) years from the Commencement Date ("*Term*"), unless sooner terminated in accordance with Section 3 of this Article II.

Section 2. Commencement Date. The "*Commencement Date*" means the date the last Party signs this Agreement.

Section 3. Termination for Business Reason. Tenant may terminate this Lease for any reason upon one (1) year's prior written notice to Landlord. Landlord may terminate this Lease for any business reason if Landlord offers Tenant comparable alternative space, at the same rental rate and on the same terms and conditions set forth herein, for the balance of the original fifty (50) year term, which alternative space is acceptable to Tenant and from which Tenant can engage in the uses described in Section 1 of Article VIII below. Termination by Landlord for any business reason shall be effective one (1) year after Tenant's acceptance of the comparable alternative space, which acceptance shall not be unreasonably withheld. For purposes of this paragraph, "business reason" shall mean a legitimate reason related to the administration or operation of Landlord's business, and/or Landlord's financial condition or economic circumstances.

### ARTICLE III – EXTENSIONS

The Parties may elect to extend the Term upon such terms and conditions as may be agreed upon in writing and signed by the Parties at the time of any such extension.

### ARTICLE IV – DETERMINATION OF RENT

The Tenant agrees to pay the Landlord and the Landlord agrees to accept, during the Term, at such place as the Landlord shall from time to time direct by notice to the Tenant, rent at the following rates and times:

Section 1. Annual Rent. Annual rent for the Term shall be One Dollar (\$1.00) each year, due on the month and day of the Commencement Date.

### ARTICLE V – OBLIGATIONS FOR MAINTENANCE, REPAIRS, AND ALTERATIONS; UTILITIES

Section 1. Routine Maintenance and Repairs. During the Term of this Lease, Tenant, at its own cost and expense, shall be responsible for all routine maintenance and repair of the Leased Premises, including without limitation such regular preventative maintenance and incidental repairs as are necessary to keep the Leased Premises in good order, operating condition, and repair.

Section 2. Capital Improvements and Major Maintenance and Repairs. During the Term of this Lease, Landlord, at its own cost and expense, shall be responsible for all capital improvements and major maintenance and repairs of the Leased Premises, including without limitation such structural repairs, replacements, alterations, and upgrades as are necessary to keep the Leased Premises in good order, operating condition, and repair, and/or to enhance the value or extend the life of the Leased Premises.

Section 3. Tenant's Alterations. The Tenant shall have the right, at its sole expense, from time to time, to redecorate the Leased Premises and to make such non-structural alterations and changes in such parts thereof as the Tenant shall deem expedient or necessary for its purposes; provided, however, that such alterations and changes shall neither impair the structural soundness nor diminish the value of the Leased Premises. The Tenant may make structural alterations and additions to the Leased Premises provided that Tenant has first obtained the written consent of the Landlord. The Landlord agrees that it shall not withhold such consent unreasonably. The Landlord shall execute and deliver upon the request of the Tenant such instrument or instruments embodying the approval of the Landlord which may be required by the public or quasi-public authority for the purpose of obtaining any licenses or permits for the making of such alterations, changes, and/or installations in, to, or upon the Leased Premises, and the Tenant agrees to pay for such licenses or permits.

Section 4. Permits and Expenses. Each Party agrees that it will procure all necessary permits for making any repairs, alterations, or other improvements for installations, when

applicable. Each Party shall give written notice to the other Party of any repairs required of the other pursuant to the provisions of this Article, and the Party responsible for said repairs agrees promptly to commence such repairs and to diligently prosecute the same to completion, subject, however, to the delays occasioned by events beyond the control of such Party.

Each Party agrees to pay promptly when due the entire cost of any work performed by it upon the Leased Premises so that the Leased Premises at all times shall be free of liens or verified statements for labor and materials. Each Party further agrees that in performing such work that it will employ materials of good quality and comply with all governmental requirements, and perform such work in a good and workmanlike manner.

Section 5. Utilities. Tenant shall pay for all water, sanitation, sewer, electricity, light, heat, gas, power, fuel, janitorial, and other services incident to Tenant's use of the Leased Premises, that are directly charged or imposed against the Leased Premises, or which the Parties mutually agree should be allocated against the Leased Premises.

## ARTICLE VI – TENANT'S COVENANTS

Section 1. Tenant's Covenants. Tenant covenants and agrees as follows:

A. To procure any licenses and permits required for any use made of the Leased Premises by the Tenant, and upon the expiration or termination of this Lease, to remove its goods and effects and those of all persons claiming under it, and to yield up peaceably to Landlord the Leased Premises in good order, repair, and condition in all respects; excepting only damage by fire and casualty covered by the insurance coverage, structural repairs (unless the Tenant is obligated to make such repairs hereunder), and reasonable wear and tear.

B. To permit the Landlord to enter the Leased Premises upon reasonable notice to inspect such repairs, improvements, alterations, or additions thereto as may be required under the provisions of this Lease.

## ARTICLE VII – USE OF PROPERTY BY TENANT

Section 1. Use. The Leased Premises may be occupied and used by the Tenant exclusively for fire suppression, fire protection, public education, rescue, extrication, hazardous materials, ambulance, emergency medical services, and related fire and emergency services administration, support, and training activities. The Tenant may also, in its discretion, permit other emergency services personnel to participate in the training activities of the Tenant's personnel or to separately conduct training; provided, however, that the Tenant shall first obtain appropriate written liability waivers and release forms from any third party and its personnel participating in training activities on the Leased Premises.

Nothing herein shall give the Tenant the right to use the Leased Premises for any other purpose or to sublease, assign, or license the use of the Leased Premises to any sublessee, assignee, or licensee, which or who shall use the Leased Premises for any other use.

## ARTICLE VIII – SIGNAGE

Section 1. Exterior Signs. The Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect, and thereafter to repair or replace, if it shall so elect, signs on any portion of the Leased Premises, provided, that Tenant shall remove any such signs upon termination of this Lease, and repair all damage occasioned thereby to the Leased Premises.

Section 2. Interior Signs and Fixtures. The Tenant shall have the right, at its sole risk and expense and in conformity with applicable laws and ordinances, to erect, maintain, place, and install its usual and customary signs and fixtures in the interior of the Leased Premises.

## ARTICLE IX – INSURANCE

Section 1. During the Term of this Lease, Landlord shall continue such comprehensive casualty and liability insurance for the Leased Premises as is maintained by Landlord immediately before the Commencement Date of this Lease. All such insurance will name Landlord and Tenant as insureds. The policies will provide that they may not be canceled or altered without at least thirty (30) days prior written notice to Tenant, and the loss payable endorsement will provide that all amounts payable by reason of loss of or damage to the Leased Premises will be payable only to Landlord.

Section 2. Insurance Proceeds. Any insurance proceeds in excess of such proceeds as shall be necessary for such repair, restoration, rebuilding, replacement, or any combination thereof shall be the sole property of Landlord, and if the proceeds necessary for such repair, restoration, rebuilding, or replacement, or any combination thereof shall be inadequate to pay the cost thereof, Landlord shall suffer the deficiency.

Section 3. Subrogation. The Parties hereby release each other, to the extent of the insurance coverage provided hereunder, from any and all liability or responsibility (to the other or anyone claiming through or under the other by way of subrogation or otherwise) for any loss to or damage of property covered by the fire and extended coverage insurance policies insuring the Leased Premises and any of the Tenant's property, even if such loss or damage shall have been caused by the fault or negligence of the other Party.

## ARTICLE X – DAMAGE TO DEMISED PREMISES

Section 1. Repairs and Restoration. The Landlord agrees that in the event of the damage or destruction of the Leased Premises, Landlord forthwith shall proceed to repair, restore, replace, or rebuild the Leased Premises (excluding the Tenant's leasehold improvements), to substantially the condition in which the same were immediately prior to such damage or destruction. The Landlord thereafter shall diligently prosecute said work to completion without delay or interruption except for events beyond the reasonable control of the Landlord.



## ARTICLE XI – DEFAULT

### Section 1. Landlord's Remedies.

A. In the event that:

(1) The Tenant shall be in default in the payment of rent or other charges herein required to be paid by Tenant (default herein being defined as payment received by Landlord ten (10) or more days subsequent to the due date); or

(2) Tenant has caused a lien or verified statement to be filed against the Leased Premises and said lien is not removed, or Tenant has caused such statutory steps as are necessary to have it removed, within thirty (30) days of recordation thereof; or

(3) The Tenant shall default in the observance or performance of any of the covenants and agreements required to be performed and observed by the Tenant hereunder for a period of thirty (30) days after notice to the Tenant in writing of such default (or if such default shall reasonably take more than thirty (30) days to cure, Tenant shall not have commenced the same within the thirty (30) days and diligently prosecuted the same to completion); or

(4) Sixty (60) days have elapsed after the commencement of any proceedings by or against the Tenant, whether by the filing of a petition or otherwise, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or future Federal Bankruptcy Act or any other present or future applicable federal, state, or other statute or law, whereby such proceeding shall not have been dismissed (provided, however, that the non-dismissal of any such proceeding shall not be a default hereunder so long as all of the Tenant's covenants and obligations hereunder are being performed by or on behalf of Tenant);

then the Landlord shall be entitled to its election (unless the Tenant shall cure such default prior to such election) to exercise concurrently or successively, any one or more of the following rights:

(a) Terminate this Lease by giving the Tenant notice of termination, in which event this Lease shall expire and terminate on the date specified in such notice of termination, with the same force and effect as though the date specified were the date herein originally fixed as the termination date of the Term, and all rights of the Tenant under this Lease and in and to the Premises shall expire and terminate, and the Tenant shall remain liable for all obligations under this Lease arising prior to the date of such termination, and the Tenant shall surrender the Leased Premises to the Landlord on the date specified in such notice; or

(b) Without terminating this Lease and with notice to the Tenant, the Landlord may, in its own name but as agent for the Tenant, enter into and upon and take possession of the Premises or any part thereof, and at the Landlord's option, remove persons and property therefrom, and such property, if any, may be removed and stored in a warehouse or elsewhere at the cost of, and for the account of the Tenant, all without being deemed guilty of trespass or

becoming liable for any loss or damage which may be occasioned thereby, and the Landlord may rent the Leased Premises or any portion thereof as the agent of the Tenant with or without advertisement, and by private negotiations and for any term upon such terms and conditions as the Landlord may deem necessary or desirable in order to relet the Leased Premises. The Landlord shall in no way be responsible or liable for any rental concessions or any failure to rent the Leased Premises or any part thereof, or for any failure to collect any rent due upon such reletting. Upon such reletting, all rentals received by the Landlord from such reletting shall be applied: first, to the payment of any indebtedness (other than any rent due hereunder) from the Tenant to the Landlord; second, to the payment of any costs and expenses of such reletting, including, without limitation, brokerage fees and attorney's fees and costs of alterations and repairs; third, to the payment of rent and other charges then due and unpaid hereunder; and the residue, if any shall be held by the Landlord to the extent of and for application in payment of future rent as the same may become due and payable hereunder. In reletting the Leased Premises, Landlord may grant rent concessions, and the Tenant shall not be credited therefor. If such rentals received from such reletting shall at any time or from time to time be less than sufficient to pay to the Landlord the entire sums then due from the Tenant hereunder, Tenant shall pay any such deficiency to the Landlord. Such deficiency shall, at Landlord's option, be calculated and paid monthly. No such reletting shall be construed as an election by the Landlord to terminate this Lease, unless a written notice of such election has been given to the Tenant by the Landlord. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for any such previous default provided same has not been cured; or

(c) Without liability to the Tenant or any other party and without constituting a constructive or actual eviction, suspend, or discontinue furnishing or rendering to Tenant any property, material, labor, utilities, or other service, whether the Landlord is obligated to furnish or render the same, so long as Tenant is in default under this Lease; or

(d) Pursue such other remedies as are available at law or equity.

B. Landlord's pursuit of any remedy or remedies including, without limitation, any one or more of the remedies stated herein shall not (1) constitute an election of remedies or preclude pursuit of any other remedy or remedies provided in this Lease or any other remedy or remedies provided by law or in equity, separately or concurrently or in any combination, or (2) serve as the basis for any claim of constructive eviction, or allow the Tenant to withhold any payments under this Lease.

Section 2. Landlord's Self Help. If the Tenant shall default in the performance or observance of any of its agreements or conditions in this Lease and the Tenant shall not cure such default within thirty (30) days after notice from the Landlord specifying the default (or, if such default shall reasonably take more than thirty (30) days to cure, and the Tenant shall not have commenced the same within the thirty (30) days and diligently prosecuted the same to completion), Landlord may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of the Tenant, and any amount paid or contractual liability incurred by the Landlord in so doing shall be deemed paid or incurred for the account of the Tenant, and the Tenant agrees to reimburse the Landlord therefor

and save the Landlord harmless therefrom; provided, however, that Landlord may cure any such default prior to the expiration of said waiting period, without notice to Tenant if an emergency situation exists, or after notice to Tenant, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Leased Premises or the Landlord's interest therein, or to prevent injury or damage to persons or property.

Section 3. Tenant's Self Help. If the Landlord shall default in the performance or observance of any of its agreements or conditions in this Lease, and if the Landlord shall not cure such default within thirty (30) days after notice from Tenant specifying the default (or, if such default shall reasonably take more than thirty (30) days to cure, and the Landlord shall not have commenced the same within the thirty (30) days and diligently prosecuted the same to completion), Tenant may, at its option, without waiving any claim for damages for breach of agreement, at any time thereafter cure such default for the account of the Landlord, and any amount paid or contractual liability incurred by the Tenant in so doing shall be deemed paid or incurred for the account of the Landlord, and the Landlord agrees to reimburse Tenant therefor and save the Tenant harmless therefrom; provided, however, that Tenant may cure any such default as aforesaid prior to the expiration of said waiting period, without notice to Landlord if an emergency situation exists, or after notice to Landlord, if the curing of such default prior to the expiration of said waiting period is reasonably necessary to protect the Leased Premises or the Tenant's interest therein, or to prevent injury or damage to persons or property.

## ARTICLE XII – TITLE

Section 1. Quiet Enjoyment. The Landlord covenants and agrees that upon the Tenant paying the rent and observing and performing all of the terms, covenants, and conditions on the Tenant's part to be observed and performed hereunder, the Tenant may peaceably and quietly have, hold, occupy, and enjoy the Leased Premises in accordance with the terms of this Lease without hindrance or molestation from the Landlord or any persons lawfully claiming through the Landlord.

Section 2. Zoning and Good Title. The Landlord warrants and represents, upon which warranty and representation the Tenant has relied in the execution of this Lease, that the Landlord is the owner of the Leased Premises, in fee simple absolute, free and clear of all encumbrances, except for the easements, covenants, and restrictions of record as of the date of this Lease. Such exceptions shall not impede or interfere with the quiet use and enjoyment of the Leased Premises by the Tenant. The Landlord warrants that the Landlord has full right and lawful authority to execute this Lease for the Term, in the manner, and upon the conditions and provisions herein contained; that there is no legal impediment to the use of the Leased Premises as set out herein; that the Leased Premises are not subject to any easements, restrictions, zoning ordinances, or similar governmental regulations which prevent their use as set out herein; that the Leased Premises presently are zoned for the use contemplated herein and throughout the term of this Lease may continue to be so used therefor by virtue of said zoning, under the doctrine of "non-conforming use," or valid and binding decision of appropriate authority, except, however, that said representation and warranty by the Landlord shall not be applicable in the event that the Tenant's act or omission shall invalidate the application of said zoning, the doctrine of "non-conforming use" or the valid and binding decision of the appropriate authority.

### ARTICLE XIII –HOLDING OVER/WAIVERS/NOTICES

Section 1. Holding Over. In the event that the Tenant or anyone claiming under the Tenant shall continue occupancy of the Leased Premises after the expiration of the Term or any renewal or extension of the Term without any agreement in writing between the Parties with respect thereto, such occupancy shall not be deemed to extend or renew the Term, but such occupancy shall continue as a tenancy at will, from month to month, upon the covenants, provisions, and conditions herein contained. The rental shall be the rental in effect during the term of this Lease as extended or renewed, prorated and payable for the period of such occupancy.

Section 2. Waivers. Failure of either Party to complain of any act or omission on the part of the other Party, no matter how long the same may continue, shall not be deemed to be a waiver by said Party of any of its rights hereunder. No waiver by either Party at any time, express or implied, or any breach of any provision of this Lease shall be deemed a waiver of a breach of any other provision of this Lease or a consent to any subsequent breach of the same or any other provision. If any action by either Party shall require the consent or approval of the other Party, the other Party's consent to or approval of such action on any one occasion shall not be deemed a consent to or approval of said action on any subsequent occasion. Any and all rights and remedies which either Party may have under this Lease or by operation of law, either at law or in equity, upon any breach, shall be distinct, separate, and cumulative and shall not be deemed inconsistent with each other, and no one of them, whether exercised by said Party or not, shall be deemed to be an exclusion of any other, and any two or more or all of such rights and remedies may be exercised at the same time.

Section 3. Notices. All notices and other communications authorized or required hereunder shall be in writing and shall be given by hand delivery or by mailing to the address set forth above, or such other address as a may be designated by the applicable Party, by certified mail, return receipt requested, postage prepaid. Any such notice or other communication shall be deemed to have been given when received by the Party to whom such notice or other communication shall be addressed.

### ARTICLE XIV – PROPERTY DAMAGE

Section 1. Loss and Damage. Notwithstanding any contrary provisions of this Lease, Landlord shall not be responsible for any loss of or damage to property of the Tenant or of others located on the Leased Premises, except where caused by the intentional or negligent act or omission of the Landlord, or the Landlord's agents, employees, volunteers, or contractors; provided, however, that if the Tenant shall notify the Landlord in writing of repairs which are the responsibility of the Landlord under Article V hereof, and the Landlord shall fail to commence and diligently prosecute to completion said repairs promptly after such notice, and if after the giving of such notice, loss of or damage to the Tenant's property shall result from the condition as to which the Landlord has been notified, the Landlord shall pay the Tenant for any loss, cost, or expense arising therefrom.

Section 2. Force Majeure. In the event that either Party shall be delayed or hindered in or prevented from the performance of any act other than the Tenant's obligation to make payments of rent and other charges required hereunder, by reason of strikes, lockouts, unavailability of materials, failure of power, restrictive governmental laws or regulations, riots, insurrections, the act, failure to act, or default of the other Party, war, or other reason beyond its control, then performance of such act shall be excused for the period of the delay and the period for the performance of such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, lack of funds shall not be deemed to be a cause beyond control of either Party.

## ARTICLE XV – MISCELLANEOUS

Section 1. Fixtures. All personal property, furnishings, and equipment presently, and all other trade fixtures installed in or hereafter by or at the expense of the Tenant and all additions and/or improvements, exclusive of structural, mechanical, electrical, and plumbing, affixed to the Leased Premises and used in the operation of the Tenant's business made to, in, or on the Leased Premises by and at the expense of the Tenant and susceptible of being removed from the Leased Premises without damage, unless such damage be repaired by the Tenant, shall remain the property of the Tenant and the Tenant may, but shall not be obligated to, remove the same or any part thereof at any time or times during the Term hereof, provided that the Tenant, at its sole cost and expense, shall make any repairs occasioned by such removal.

Section 2. Estoppel Certificates. At any time and from time to time, each Party agrees, upon request in writing from the other Party, to execute, acknowledge, and deliver to the other Party or to any person designated by the other Party a statement in writing certifying that the Lease is unmodified and is in full force and effect, or if there have been modifications, that the same is in full force and effect as modified (stating the modifications), that the other Party is not in default in the performance of its covenants hereunder, or if there have been such defaults, specifying the same, and the dates to which the rent and other charges have been paid.

Section 3. Invalidity of Particular Provision. If any term or provision of this Lease or the application hereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, and provided that this Lease may still be performed in accordance with the Parties' intent, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 4. Captions and Definitions of Parties. The captions of the Sections of this Lease are for convenience only and are not a part of this Lease and do not in any way limit or amplify the terms and provisions of this Lease. Except as in this Lease otherwise provided, the terms and provisions of this Lease shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

Nothing contained herein shall be deemed or construed by the Parties or by any third party as creating the relationship of principal and agent or of partnership or of a joint venture

between the Parties, it being understood and agreed that neither any provision contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of Landlord and Tenant.

Section 5. Entire Agreement. This instrument contains the entire and only agreement between the Parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force and effect. This Lease shall not be amended or modified in any way except by a writing executed by the Parties. Course of performance, no matter how long it may continue, shall not be deemed an amendment or modification of this Lease.

Section 6. Governmental Immunity. Nothing in this Lease shall be construed as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Parties, or their directors, officers, employees, volunteers, or agents, under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

Section 7. Non-Appropriation. All direct and indirect financial obligations of a Party under this Agreement are subject to annual appropriation of the funds necessary to meet such obligations. If either Party's governing body fails to appropriate funds necessary to meet that Party's obligations under this Agreement for the ensuing fiscal year, this Agreement shall terminate at the end of the year in which the non-appropriation occurred, and neither Party shall have liability to the other Party beyond those obligations for which the Party previously appropriated funds.

Section 8. Governing Law; Jurisdiction and Venue. All matters pertaining to this Lease (including its interpretation, application, validity, performance, and breach) shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado. Jurisdiction and venue shall lie exclusively in the Larimer County District Court. In any dispute arising from or relating to this Lease, the prevailing Party shall be awarded its attorneys' fees, costs, and expenses, including any attorneys' fees, costs, and expenses incurred in collecting upon any judgment, order, or award.

**[SIGNATURE PAGE IMMEDIATELY FOLLOWS]**

IN WITNESS WHEREOF, the Parties have executed this Lease the day and year below written.

Signed, sealed, and delivered in the presence of:

**LANDLORD: Loveland Rural Fire Protection District**, a political subdivision of the State of Colorado

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

**TENANT: Loveland Fire Rescue Authority**, a public entity of the State of Colorado

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

**EXHIBIT A**

Fire Station 8 Legal Description  
Fire Station 9 Legal Description



**OMNIBUS BILL OF SALE  
(Loveland Rural Fire Protection District)**

The Loveland Rural Fire Protection District, a political subdivision of the State of Colorado, whose address is 1423 W. 29<sup>th</sup> Street, Loveland, CO 80538 ("**Seller**"), upon receipt of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby sells to the Loveland Fire Rescue Authority, a public entity of the State of Colorado, whose address is 410 E. 5th Street, Loveland, CO 80537 ("**Buyer**"), its successors and assigns, all of the Seller's right, title, and interest in and to the following used Vehicles and Equipment (defined below):

The fire, ambulance, hazardous materials, rescue, command, and other fire, rescue, and emergency medical services ("**Emergency Services**") apparatus and vehicles now owned by the Loveland Rural Fire Protection District for the purpose of providing Emergency Services, together with all parts, components, equipment, instruments, appliances, and accessories, as originally installed or installed as replacements or improvements (collectively, the "**Vehicles**"), which Vehicles are specifically listed on the attached Exhibit A; and,

All Emergency Services personal property, including equipment, materials, supplies, tools, gear, apparel, furniture, appliances, and all other personal property, of whatever kind or nature whatsoever, and wherever located, now owned by the Loveland Rural Fire Protection District for the purpose of providing Emergency Services, together with all parts, components, equipment, instruments, appliances, and accessories, as originally installed or installed as replacements or improvements (collectively, the "**Equipment**"); provided, that such Equipment shall not include Opticom and other information technology systems, components, equipment, hardware, and software, including, without limitation, laptop and desktop computers, tablets, fax/copy machines, and telephones now owned by the Loveland Rural Fire Protection District.

BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THE VEHICLES AND EQUIPMENT HAVE BEEN PREVIOUSLY USED BY THE SELLER. SELLER SHALL NOT BE DEEMED TO HAVE MADE AND HEREBY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, OR GUARANTEES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, CONCERNING THE VEHICLES OR EQUIPMENT, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY CONDITION, DESIGN, OPERATION, OR PURPOSE, OR QUALITY OF MATERIAL OR WORKMANSHIP OF THE VEHICLES OR EQUIPMENT OR ANY PARTS THEREOF. THE BUYER EXPRESSLY TAKES THE VEHICLES AND EQUIPMENT IN "AS IS, WHERE IS" CONDITION.

SIGNED EFFECTIVE the \_\_\_\_ day of \_\_\_\_\_, 2016.

**[SIGNATURE PAGE IMMEDIATELY FOLLOWS]**

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary

**SELLER:**

LOVELAND RURAL FIRE PROTECTION DISTRICT, a political subdivision of the State of Colorado

By: \_\_\_\_\_  
\_\_\_\_\_, President

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary

**BUYER:**

LOVELAND FIRE RESCUE AUTHORITY, a public entity of the State of Colorado

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman

**EXHIBIT A**

<b>FLEET #</b>	<b>YEAR</b>	<b>LFRA DESIGNATION</b>	<b>DESCRIPTION</b>	<b>VIN #</b>	<b>LICENSE #</b>	<b>ASSIGNMENT</b>
0156	2003	Engine 3	Spartan / Smeal	4S7AT2F904C046038	N/A	Station 3
0157	1992	Engine 8	International / General	1HTSEPBRNLNH399586	N/A	Station 8
0159	2005	Engine 296	Ford F-550	1FDAW57P65ED24594	306UHA	Station 9
0160	2009	Engine 223 / E9	International / Crimson	1HTWEAZN39J179516	N/A	Station 2
0312	2005	Dive Rescue 2	Freightliner / SVI	4UZAAPBW85CU88434	N/A	Station 2
0352	2003	Rescue 6	Spartan / SVI	4S7CT24903C043196	N/A	Station 6
0446	2001	Engine 216	Ford F-550	1FDAF57F82EA73208	303UHA	Station 1
0448	2001	Engine 276	Ford F-550	1FDAF57F62EA73207	305UHA	Station 8
0450	2000	Engine 266	Ford F-450	1FDXF47F5YED58199	304UHA	Station 6
0458	1983	Rescue 9	Jeep CJ5	1JCCM85E6DTO13505	N/A	Station 9
0554	1996	Water Tender 8	Freightliner / General	1FV6JLCB8VL796769	N/A	Station 8
0555	1996	Water Tender 1	Freightliner / General	1FV6JLCBOVL564635	N/A	Station 1
0556	1998	Water Tender 5	Freightliner / General	1FV2JLCB9XHA03597	N/A	Station 5
0610	2001	Rescue 8	Chevrolet K2500	1GBHK24G51E342388	N/A	Station 8
0612	2007	Utility 1 - Van	Chevrolet Express	1GAHG39U671228023	612RBR	LFRA Pool Fleet
0614	2007	Utility 8	Chevrolet Colorado	1GCDT13E178199318	613RBR	Station 8

## Agenda Item Cover

Item No.: 6

Meeting Date: December 14, 2016

Prepared By: Renee Wheeler, Administrative Director



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### TITLE

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Presentation of the Training Center Master Plan

### EXECUTIVE SUMMARY

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Belford Watkins Group Architects, LLC was selected in a competitive proposal process to facilitate the design of the training center master plan. They will present the vision for the training center property. The Training Center has been included in the budget for construction toward the end of 2017 and 2018.

### BACKGROUND

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The \$2.8 million training center improvement project has been included in the 2017 capital improvements plan for construction that begins the latter half of 2017, for completion in 2018. Tabor Excess was programmed for \$2.2 million of the cost over 2017 and 2018 with an additional \$.6 million from Fire Capital Expansion Fees in 2017. Belford Watkins has been working with all the interested parties to design the master plan for the training center since March of this year.

### STAFF RECOMMENDATION

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Not applicable

### FINANCIAL/ECONOMIC IMPACTS

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The design project cost \$315,680.

### ASSOCIATED STRATEGIC GOALS

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Deploy an effective emergency response to minimize damage and loss. Deliver cost effective services.

### ATTACHMENTS

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None

## Agenda Item Cover

Item No.: 7

Meeting Date: December 14, 2016

Prepared By: Mark Miller, Fire Chief



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### TITLE

Conceptual Station Location Analysis for the Proposed Fire Station 10, Location Response Maps, ISO Coverage Area, and Possible Funding Options

### EXECUTIVE SUMMARY

Staff would like to present the Board with conceptual proposals/facts regarding the future fire station 10. Division Chiefs Ward and Sparks will review methodology used to determine the benefit of locating fire station 10 in east Loveland based current development, target hazards, and potential increase in call load.

Additionally, staff will present the advantages and disadvantages of three potential station locations for station 10, including the Hwy 402 and County Road 7 location; the 25/34 location; and the Bomgaars area (all conceptual). Staff will also discuss the improved ISO rating coverage area for residents within five miles of the fire station and 1000 foot of a fire hydrant. Staff will present three comprehensive maps to the Board for their review/discussion. The maps paint a clear picture of the benefits of the station, and the impetus to build it as a City/Rural partnership, for the good of the community as well as the Fire Authority.

Furthermore, staff will present the Board with the status of the funding committee work on funding projects (fire station 7, Fire Training Center, and fire station 10). This is a conceptual discussion, but one that is worth vetting to determine viability. If it is determined not to be viable, staff will look at alternative methodologies.

### BACKGROUND

As a follow up to discussions about future station locations, staff indicated that a formal analysis of the options available as well as the overall benefits of station 10 to the City and the Rural District.

### STAFF RECOMMENDATION

Listen to the proposals, discuss and provide feedback/direction.

### FINANCIAL/ECONOMIC IMPACTS

Future financial impacts to both City and Rural.

### ASSOCIATED STRATEGIC GOALS

Deploy an effective emergency response to minimize damage and loss.

### ATTACHMENTS

Large, hard copies of the maps will be available for viewing at the meeting.

## Agenda Item Cover

Item No.: 8

Meeting Date: November 16, 2016

Prepared By: Renee Wheeler, Administrative Director



126 of 149

### TITLE

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Review Briefing Papers and Correspondence

### EXECUTIVE SUMMARY

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The Chief's report includes a variety of general updates from the Monthly Report and more current topics of interest.

#### **November Monthly Report**

- November Overview
- Administrative Matters
- Future Station 7 and 10
- Capital Projects Funding Committee
- Merlin Green Memorial
- Leutenant Ty Drage Recognition
- Operations Division Overview

- Community Safety Division Overview

#### **Additional Topics For Board Update**

- HR Manager Position
- Station 7 Update
- Firefighter Hiring Process Update
- February 4 – Proposed Date for LFRA Appreciation Event
- Fire Training Center Drainage/Road Construction Update

### BACKGROUND

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This section of the agenda is intended to provide general information to keep board members apprised of various project status and department updates. The Community Safety Division statistics report will be available at the meeting.

### AGREEMENTS SIGNED DURING THE MONTH

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### STAFF RECOMMENDATION

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N/A

### FINANCIAL/ECONOMIC IMPACTS

---

N/A

### ASSOCIATED STRATEGIC GOALS

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N/A

### ATTACHMENTS

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- Fire Chief's Monthly Report
- Colorado Task Force One Memo
- Letters & Articles
- November Operations Statistics
- October & November CSD Statistics



# Loveland Fire Rescue Authority November 2016 Month-End Report

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## Fire-Rescue Administrative Division

### Chief Mark Miller and Public Safety Administrative Director Renee Wheeler

#### November 2016 Overview -

November leadership truism: *“People will forget what you said, people will forget what you did, but people will never forget how you made them feel”.*

*Highlights* of the November report include: LFRA Administrative items; Fire station 7/10; Capital Projects Funding Committee; Merlin Green Memorial; Ty Drage recognition.

#### Administrative Matters -

Renee Wheeler and our admin team, have worked hard to complete the transition from the City’s health benefits program to the new health insurance carrier – Colorado Employer Benefit Trust (CEBT). It has been a tremendous amount of work with many moving pieces, but we are done! Administrative items/projects include:

- Related to insurance: setting up accounts with all benefit providers (CEBT, Short and Long Term Disability, Flex Account Administration); setting up accounting structure; supplemental appropriation; open enrollment meetings; and securing all members forms
- 4<sup>th</sup> Amendment and equipment/property transition work. On December 6<sup>th</sup> we will present the 4<sup>th</sup> amendment to City Council, which is the culmination of nine – ten months of work, involving many City Stakeholders. The Rural District will consider the item on December 7<sup>th</sup> and then it will go once again to the LFRA Board for final approval on December 14<sup>th</sup>.
- Purchasing authorizations for the 2017 apparatus purchases
- Recruitment processes (Acting Captain, Acting Lt, firefighters, HR Manager)

#### Future Fire Stations; 7 and 10 -

In conjunction with the LFRA Strategic Plan, we have identified an ideal piece of land for future fire station 7, in the rural area of LFRA’s jurisdiction, west of Loveland. We received preliminary approval from the LFRA Board to purchase the property. We hope to have the contract formalized in December and then will proceed with the process of working with Larimer County on subdividing the property, and ultimately approval from the County to build a fire station. We are excited to get the project moving!

Regarding fire station 10, it is in the Strategic Plan for 2023, but that is a moving target that will depend on growth, funding, etc. We are strategizing next steps and will present a station location analysis to the LFRA Board on December 14<sup>th</sup>. While no specific piece of property has been identified, we are looking at three conceptual sites in the Centerra area, 25/34 area, and Hwy 402/I-25 areas. The station analysis will help us in identifying best location based on response, future growth, call load, and proximity to other mutual- aid/auto-aid fire stations.

#### Capital Projects Funding Committee –

A funding committee, made up of individuals from the City's finance department, the executive fiscal advisor, City Attorney's office, Rural District and LFRA officials, have been meeting to strategize options for funding future capital projects for LFRA. Although discussions have been mainly conceptual, we are getting closer to developing a long term plan for funding new fire stations, and other growth related projects. Over the next couple of months we hope to identify specific action items, and will share these objectives with the organization as we know more.

### **Merlin Green Memorial -**

As most of you know, former LFRA Division Chief, Merlin Green passed away on Thanksgiving Day, after a lengthy battle with cancer. Merlin started his career with Loveland Fire in 1983 as a Volunteer firefighter and was hired as a full-time Engineer in 1985. Due to his incredible initiative and high energy, coupled with his passion for the fire service, he quickly rose through the ranks, holding positions of Lieutenant, Captain, Battalion Chief, and ultimately Division Chief of the Community Safety Division, serving over 30 years with the organization. His contributions to the organization are significant, but in essence, he held true to the mission of *Commitment, Compassion and Courage* for LFRA. He will be missed dearly as a true brother and friend. Merlin's memorial service will be held December 7, 2016, 10:30 AM, at the First Christian Church in Loveland. *Godspeed my friend.*

### **Lieutenant Ty Drage recognition –**

Once again, LFRA members seem to come through, even at 30,000 ft! Please see the e-mail I received below, from LPD Officer Justin Lorenzen, regarding Lieutenant Drage. Needless to say, we are quite proud, but certainly not surprised by his actions. Nice work, Ty!

*Good Morning Chief,*

*I wanted to take a moment and extend a personal thank you to Lt. Drage. On November 4, 2016 my family was on a flight from Denver to Omaha to attend a wedding. As for most people, the thought of traveling is stressful enough without adding any unknowns. On this particular day my family was going to be faced with the unknown. Traveling on this day was my mother-in-law, my grandmother, my sister-in-law and my young niece. At a point during the flight, my mother-in-law became concerned for my grandmother as she was unresponsive and appeared to be in a comatose state. To put it in her own her words they thought they had lost grandma. The flight crew made an announcement asking for anyone with medical experience to assist. Lieutenant Drage, without hesitation, acknowledged that he could assist. Thankfully everything turned out well, and as of today there are no medical concerns for my grandmother.*

*First off, on behalf of the family and myself, I would appreciate you extending our heartfelt gratitude to Lt. Drage. Often times in these professions we don't necessarily feel that we are doing anything above and beyond what we are called to do. However, in this particular situation it was not so much his training that was appreciated, as much as it was his demeanor and compassion for the situation. My family, that was traveling on this day, would be the first to tell you that handling stressful events like this one is not something that they excel in. Lt. Drage's ability to meet the medical needs of my grandmother, while keeping everyone calm was greatly appreciated. Especially taking into account the overall environment.*

*I have had the privilege of knowing Lt. Drage over my 9 years of working here, and I can envision that amount of professionalism he displayed on that day. I am thankful that out of all the people that were on the plane he was there to assist my family.*

*Please make sure Lt. Drage gets a letter of appreciation for stepping into a stressful situation without hesitation and providing assistance to my family.*

*Thank you, Justin Lorenzen*

*Thanks for the support...it's an honor serving you all.*



**Fire–Rescue Operations Division - Division Chief Greg Ward**  
***Response, Readiness, Resources & Relationships***  
**November 2016**

**RESPONSE**

- 11/08/16 – Crews responded to a residential structure fire on East 9<sup>th</sup> Street, the fire was quickly contained to the attic and a wall by the initial arriving companies.
- 11/9/16 – Crews responded with Berthoud Fire with a detached garage fire on South County Road 31. LFRA personnel assisted with fire attack, water supply, fire investigation and incident command.
- 11/16/16 – Battalion 1 and Engine 266 assisted Front Range Fire with controlling a wildland fire east of the town of Milliken. Front Range Fire’s resources were stretched very thin due to two significant wildland fires at the same time. LFRA was one of several mutual aid agencies provided assistance.
- 11/19/16 – A first alarm assignment was dispatched to Caroline Court for a working residential structure fire. The fire significantly damaged the residence and an added on garage.
- 11/22/16 – Engine 6, Tender 5 and Battalion 1 assisted Berthoud Fire with a large hay truck and grass fire on I-25 at the Berthoud Exit.

**READINESS**

- Crews completed hands on low angle (off the side of a road) rope rescue training in November.
- An updated firefighter mayday procedure was trained on using the Blue Card Command System fireground simulations. Further hands on training will occur in December.
- Eight Lieutenants completed a week-long Paul Callan Leadership Program. This was the second year for this program, all LFRA Lieutenants have now completed the course.

**RESOURCES**

- Due to a couple upcoming long term vacancies at the lieutenant rank, a captain promotional process was completed. Several outstanding candidates competed for two acting lieutenant positions, which will be assigned in December for five to six months.
- The new Engine 3 is in its final stages of construction at SVI Trucks in Fort Collins, the engine should be delivered in late December.

**RELATIONSHIPS**

- Aims Community College Fire Academy, Front Range Fire Consortium, Larimer County Sheriff’s Office, Thompson Valley EMS and SVI Trucks utilized the Training Center in the month of November.
- LFRA, Berthoud Fire and Lyons Fire meet with the Northern Colorado Water Conservancy District regarding response jurisdiction and access to the Chimney Hollow project.
- A Blue Card Certification Course was held at the LFRA Command Training Center for the Adams County Fire Department.



9<sup>th</sup> Street House Fire



South County Road 31 Garage Fire



Wildland Fire East of Milliken



Caroline Court House Fire



I-25 Hay Truck Fire



Reserve Ladder 6 - Veterans Day Parade



New Engine 3 Construction





**Community Safety Division  
Division Chief, Ned Sparks  
November 2016**

**Update/overview of CSD, Special Events (Ned):**

- ❖ Evaluations for 2016 completed.
- ❖ Walkthrough and needs of the Pulliam Building completed with City Dept.'s. Significant problems with the building for code compliance will be challenging for all involved.
- ❖ Review of the Sylmar and Sunset access issues requested by home owner.
- ❖ Discussions with Captain and Lieutenant Candidates about process and future professional growth.
- ❖ Mapping project for east fire station.
- ❖ Work on the Pence rally at the Ranch to meet occupancy requirements.

**Significant Building Plan Reviews, and Inspections (Carie, Ingrid and Allen):**

*City Building/Fire project review:*

- ✓ Carie is working with Ops to provide radio capability in big structures with BDA systems.
- ✓ Origins Wine Bar – issues cooking in the facility without a hood system – Building and County Health are also working with the owner to find resolution.
- ✓ Review and ongoing issues with Resurrection Church addition – work with Building and owner / contractor to find solutions as problems have arisen.
- ✓ Abundant Life Church problems with fire code compliance seem to be resolved and C.O. authorized.
- ✓ Problems with Metrolux due to the contractor not obtaining equipment on time and inability to be prepared prior to Thanksgiving.

*Johnstown, County project review:*

- ✓ Firehouse Storage – Issues with Firehouse storage site plan seem to be resolved – the remaining problems appear to be with the County regarding fees and fines.
- ✓ Sheels – working with the stocking team as construction moves forward.
- ✓ Eden Valley – the building has had renovations for a kitchen without providing plans to Larimer County Public Health or Building, as well as, LFRA. We will be working with the owners and design professionals to find solutions – the work had significant changes to concrete walls in the basement and other serious building changes.
- ✓ Sylan Dale having problems with fire hydrants and ability to meet a minimum fire flow.
- ✓ Ongoing issues with access issues at Thompson Parkway in Johnstown – complaints about construction traffic continue to request to close the second access between subdivisions.

**Emergency Management – (Pat)**

- ❖ The Mitigation Master Plan (MMP) and the Disaster Recovery Plan (DRP) were completed this month. Both of these projects required a significant amount of meeting time and contributions from many city employees and a high-level of documentation by the vendors. The MMP will go to City Council for formal adoption and the DRP will also be taken to them for approval.
- ❖ June Richard made good progress in the effort to cross-walk the City's Emergency Operation Plan with FEMA's CPG 101 evaluation tool. Her employment ended this month due her accepting a job offer with the Federal Government.

**Detailed Activities:**

Flood Recovery

- Attended on-going city recovery planning meetings

### Operations and Maintenance

- Emergency communications equipment tests and checks completed
- Met with IT for tech and info planning

### Planning and Documentation

- Mitigation Master Plan final documents received
- Disaster Recovery Plan final documents received
- Had project close-out meeting June for the LEOP – CPG 101 crosswalk
- Met with other local EMs for strategic planning
- Continued to work on several IGAs and Mas
- Met with Karl in planning regarding grant opportunities
- Met multiple times with city manager to discuss multiple projects
- Continued to work on 2016 EM Program Annual Report

### Emergency Preparedness Relationships

- Attended LCEHC meeting
- The LFRA bike helmet program and inventory was transferred to Mechelle at Thompson Schools
- Participated in state EM conference planning
- Attended the NEAHR meeting
- Attended the northern CO communicators meeting (PIOs)
- Attended LFRA officers meeting
- Installed as the IAEM Region 8 President

### Grants

- Met with Cheryl for monthly grants review
- Attended generator grant meeting
- Conducted contract close out meetings with vendors for MMP and DRP
- Met with Cheryl and Jason on CDBG-DR grant close out paperwork and audit prep

### Training and Public Outreach

- Provided WebEOC training to Gretchen in W&P
- EOC refresher city-wide training schedule built, 1<sup>st</sup> class scheduled for 10/31/2016
- Provide first offering of EOC user's refresher training

### Training Received

- Attended international EM conference
- Exercises
- Facilitated the triennial airport full-scale disaster exercise
- Attended Blizzaster exercise planning meeting
- Met with Chief Ward for ARES / LFRA exercise
- Other

**Public Affairs – (Scott)**

- ☒ Airport disaster exercise AAR meeting
- ☒ Expo event AAR meeting
- ☒ NCEM meeting
- ☒ LCEM meeting
- ☒ Attended session #7 of the Colorado Emergency Managers Academy in Centennial (3 days) – graduated and received certificate of completion!
- ☒ Completed FEMA IS 703.a NIMS Resource Management course
- ☒ Coordination and assistance with instruction of several EOC refresher training sessions
- ☒ Programmed, delivered and provided training for weather alert radios at several city facilities (ongoing project)
- ☒ Numerous LFRA website updates
- ☒ Numerous LFRA social media posts
- ☒ PIO duties for several incidents
- ☒ Site visit and follow-up on alleged neighborhood open space fire hazard
- ☒ 7 car seat inspections/installations
- ☒ 1 Knox key install
- ☒ 1 BEC event standby
- ☒ Provided training for FF Knickelbein
- ☒ Recertification processes for EMT-B and Fire Inspector certs

**Accreditation, ISO, Code Enforcement – (Ty)**

We had several structure fires this month, so those kept me pretty busy. I'm still working with LPD on the West 8<sup>th</sup> Street and Spruce Drive fires, both incendiary/arson fires. I was fortunate to be able to participate in the Callan Course on leadership. I'm preparing for the 2017 FIT Academy, trying to finalize the schedule and recruit instructors.

**PLANNING & ANALYSIS**

- ✚ Jeremy Bell and Barbara Woolf (City GIS) are working on a map showing a proposal for revision to our current Urban Response Area. Final product is expected next month, then it will be presented to Executive Staff for consideration.
- ✚ Completed month-end response performance analysis for LFRA, BTCVFD and TVEMS. Working on compiling response performance analysis for LFRA/TVEMS for Charlie/Delta and Echo medicals from 2011 through 2015 for the CRESA-SOC document to show full system resilience. 2015 is done and I'm now working on 2014.

**COMMUNITY SAFETY DIVISION**

- ✚ LFRA will be taking over fire panel monitor responsibility in January. Still working on training staff members for standby responsibility. We now have 33 people trained.
- ✚ Worked with FITs Sandoli & DeDecker and Rescue 2 to address and resolve citizen complaint re excessive storage at the Dollar Tree store.
- ✚ Reviewed layout plan for another event at the 1<sup>st</sup> National Bank Building at The Ranch.
- ✚ Completed plan reviews and issued temporary hazmat permits to two construction projects. Completed 4 hazmat annual inspections.

**FIRE INVESTIGATIONS**

- ✘ 917 W 8<sup>th</sup> St: LPD Detective Koopman is the lead for filing charges with the District Attorney. No progress reported from him.
- ✘ 2607 Spruce Drive: LPD Detective Patzer has taken over the lead for the investigation. Met with him to bring him up to speed.
- ✘ Four (4) new fire investigations this month: 204 Blue Spruce Lane, 510 E 9<sup>th</sup> St, 685 S County Rd 31 (Berthoud), and 1077 Caroline Ct.

**SUPPORT OPERATIONS DIVISION**

- Participated as a member of the interview panel for the Lt promotional process
- Worked three 24-hour shifts (D/O on E5, Lt on E6, and D/O on E1), and 6-hour shift as D/O on E1.

**TRAINING** – 76 hrs

- Received Fire Officer 1 and JFS recertifications
- Working on NWCG Crosswalk for ICT5 and FFT1 certifications
- Participated in Blue Card mayday procedures training
- Attended LEAD Loveland – session 3
- Attended Callan Leadership Course
- Completed 4 hrs of continuing education for POST certification
- Attended ICS-400

**Correspondence:**

From: "Affordable Auto Body & Paint" <lovelandpaint@gmail.com>

Date: November 10, 2016 at 4:48:14 PM MST

To: Carie Dann <Carie.Dann@lfra.org>

Subject: Re: Emailing: Flt Signed 2016 AFFORDABLE AB PAINT TOP VIEW.pdf, Flt Signed 2016 AFFORDABLE AB PAINT BACK VIEW.pdf

Carie,

I just left you a voicemail regarding the limo business. We tried to help him out when he got kicked off of his last location, and we told him that he could park his limos there. He should fully understand that he is not to be in the building, or operate his business from the building until we have our occupancy permit. We can't even be over there yet, and we fully understand this. He does keep his supplies inside the building (water bottles, glasses, napkins, etc.), so he is in and out of the building when he restocks his limos. With all this being said, I just need to know if I need to tell him to fully vacate the property until we have our permit, or perhaps move them to the back lot and put his supplies in one of the storage sheds until we have that permit. This would keep him out of there completely. Please let me know what you would like us to do, so we can make sure that we are in full compliance. I do not want to jeopardize our permit in anyway.

*I also want to tell you and the rest of the departments at the city how much we appreciate everything that you have done to helps us open our new location. I cannot tell you how very helpful the entire staff at the city has been, and for that we are very grateful.*

Thanks again,

Shelly

Affordable Auto Body and Paint

970 667-4243

Dear Loveland Fire Dept.,

10-17-16

Thank you so much for visiting our first grade classrooms. The students learned a lot of valuable information from you.

I really appreciate all you do daily to protect us!

Sincerely,  
Karen Siler  
Coyote Ridge

Ned, Carrie, Tyler & Ingrid,

11/3/16

We would like to Sincerely thank you for your continued support of our facility and events at The Ranch!

We have certainly given you some challenges over the past few months, but it really makes a difference to know that we can work together as a team to keep the patrons of our events safe.

We appreciate the job you all have and can't thank you enough for your support, →





Sincerely,  
Abby Powell  
for the ranch  
Events Complex  
Events department  
team



# LARIMER COUNTY FAIR PARADE

## LARIMER COUNTY FAIR PARADE COMMITTEE

**JULY 30, 2016**  
DOWNTOWN LOVELAND



*presents*

# Certificate of Appreciation

*to*

## *Loveland Fire Department*

*for*

Your participation and help in making the  
Fair Parade a success!

*Parade theme: Celebrating Our American Heritage*

Gary Sampson, Parade Chair  
Larimer County Fair Board

July 30, 2016

**From:** [Mark Miller](#)  
**To:** [Justin Lorenzen](#)  
**Cc:** [LFRA Command Staff](#); [LFRA Board](#); [Tyler Drage](#)  
**Subject:** RE: Lieutenant Tyler Drage  
**Date:** Friday, November 18, 2016 4:20:53 PM  
**Attachments:** [image001.png](#)

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Officer Lorenzen,

First and foremost, I'm glad to hear your grandmother is doing well. I'm sure that was a scary moment for everyone, especially given the circumstances.

Secondly, thank you so much for taking the time to recognize Lt. Drage. This of course, is not surprising news that Ty went above and beyond, as this is so much of what he is all about. We (I) are quite proud of Ty on an on-going basis, and he is such a tremendous asset to LFRA. Ty makes us all look good, and now he is doing it at 30,000ft.!

I will ensure you Lt. Drage will get due recognition and this letter will be a part of his ever-growing file of outstanding service. Additionally, I will include this letter in LFRA's monthly report, so all our stakeholders (including City Council, Management Team and all LFRA Boards), can read firsthand how Ty represents LFRA and the City/District in such a positive, professional fashion.

Again, thank you for the kind words of recognition, and give your family (especially your grandmother) our best.

Have a blessed Thanksgiving !

Respectfully,

Mark

**Mark A. Miller**  
**Fire Chief**

Loveland Fire Rescue Authority



970-962-2827 - office

970-470-9333 - cell

[www.cityofloveland.org](http://www.cityofloveland.org)

<https://twitter.com/LovelandFRA>



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**From:** Justin Lorenzen  
**Sent:** Thursday, November 17, 2016 6:30 AM  
**To:** Mark Miller <Mark.Miller@lfra.org>  
**Subject:** Lieutenant Tyler Drage

Good Morning Chief,

I wanted to take a moment and extend a personal thank you to Lt. Drage. On November 4, 2016 my family was on a flight from Denver to Omaha to attend a wedding. As for most people, the thought of traveling is stressful enough without adding any unknowns. On this particular day my family was going to be faced with the unknown. Traveling on this day was my mother-in-law, my grandmother, my sister-in-law and my young niece. At a point during the flight, my mother-in-law became concerned for my grandmother as she was unresponsive and appeared to be in a comatose state. To put it in her own her words they thought they had lost grandma. The flight crew made an announcement asking for anyone with medical experience to assist. Lieutenant Drage, without hesitation, acknowledged that he could assist. Thankfully everything turned out well, and as of today there are no medical concerns for my grandmother.

First off, on behalf of the family and myself, I would appreciate you extending our heartfelt gratitude to Lt. Drage. Often times in these professions we don't necessarily feel that we are doing anything above and beyond what we are called to do. However, in this particular situation it was not so much his training that was appreciated, as much as it was his demeanor and compassion for the situation. My family, that was traveling on this day, would be the first to tell you that handling stressful events like this one is not something that they excel in. Lt. Drage's ability to meet the medical needs of my grandmother, while keeping everyone calm was greatly appreciated. Especially taking into account the overall environment.

I have had the privilege of knowing Lt. Drage over my 9 years of working here, and I can envision that amount of professionalism he displayed on that day. I am thankful that out of all the people that were on the plane he was there to assist my family.

Please make sure Lt. Drage gets a letter of appreciation for stepping into a stressful situation without hesitation and providing assistance to my family.

Thank you,  
Justin Lorenzen

***Officer Justin Lorenzen #157***  
***Loveland Police Department Traffic Unit***  
***810 East Tenth Street Suite #100***  
***Loveland, Colorado 80537-4942***  
***[Justin.Lorenzen@cityofloveland.org](mailto:Justin.Lorenzen@cityofloveland.org)***  
***(970) 667-2151 X 1157***



Loveland Fire Rescue Authority  
410 East 5th Street  
Loveland, Colorado 80537  
(970) 962-2471 Fax (970) 962-2922 TDD (970) 663-5144  
[www.cityofloveland.org](http://www.cityofloveland.org)

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To: Loveland Fire Rescue Authority Board  
From: Battalion Chief Tim B. Smith  
Re: FEMA/USAR – Colorado Task Force I

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This memo is to announce LFRA's intent to enter into an agreement with Colorado Task Force I (COTF1). West Metro Fire Protection District is the Federal Sponsoring Agency for the Colorado FEMA/US&R Team, and LFRA has begun the process of signing a Memorandum of Agreement as a participating agency to provide personnel to serve in designated positions within the Task Force.

COTF1 is one of 28 National Urban Search & Rescue (US&R) Task Forces under the Department of Homeland Security/Federal Emergency Management Agency (DHS/FEMA). COFT1 is within the Central Division of the National Response System.

LFRA will provide two personnel to serve within the Task Force in 2017. There is a financial commitment for these members; however, it is used to cover their overtime expenses, and we have reserved \$12,000.00 to fund this new commitment. DHS/FEMA does pay for some of the training but not all of it. Within the first year a new team member has additional required trainings that they must attend, and then subsequent years the trainings reduce to an annual meeting and then four special trainings for their designated position. The amount and type of trainings these members will be attending will become invaluable to LFRA. Our new team members will be able to bring back their knowledge and expertise to the LFRA Special Operations Team (SOT).

The two personnel we provide to COTF1 will come from the LFRA Special Operations Team. LFRA has been providing US&R (technical rescue) services to our jurisdiction and surrounding area for several years. Our team was established in 2005 when the Loveland Dive, HazMat, and Rope teams were consolidated into the newly formed Special Operations Team.

Becoming a participating agency addresses Assumption #6 within the LFRA 2012 Strategic Plan of the SOT Planning Assumptions. Our team membership with COTF1 will provide a link to the latest in nationally recognized training curriculums as well as direct access for the remaining LFRA SOT membership to develop their and enhance their skillsets from our COTF1 members. We also see a direct link from this membership to our Strategic Plan Goals:

1. *Deploy an effective emergency response to minimize damage and loss by:*
  - a. *Deploying the appropriate incident-specific resources; and*
  - b. *Executing a skilled response.*
2. *Minimize and mitigate the risks of an emergency occurrence in the community by:*
  - a. *Adopting and reinforcing fire codes that enhance safety I the built environment and assist with the effective response*

- in the case of an emergency;*
  - b. Building and reinforcing public awareness to reduce the probability of an incident; and*
  - c. Integrating a community-wide emergency preparedness program for natural or man-made disasters.*
3. *Deliver cost effective services by:*
- a. Using data-driven analysis to align the investment of LFRA resources and operational performance with mission and goals of the strategic plan;*
  - b. Maintaining a long term planning horizon to manage risk and ensure organizational adaptability; and*
  - c. Fostering an organizational culture that builds cohesive, high performance teams*

Goal #1 has the most direct link from our membership to the Task Force, as well as a portion of goal #3. LFRA's membership with COTF1 provides direct access to resources (specialists, and equipment) as well as grant funded for federally funded training for our personnel.

COTF1 mission statement has language that we can relate to from our own strategic plan goals and LFRA mission statement. COTF1 Mission Statement:

*The Colorado Urban Search and Rescue Task Force will respond to Local, State and National disasters in a timely manner. The Task Force will bring highly trained US&R personnel and equipment to these events to accomplish the actions needed to save lives.*

We are excited to see our organization to be a part of this national response team!

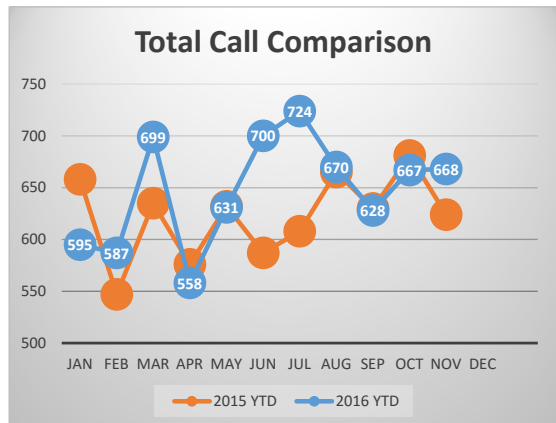
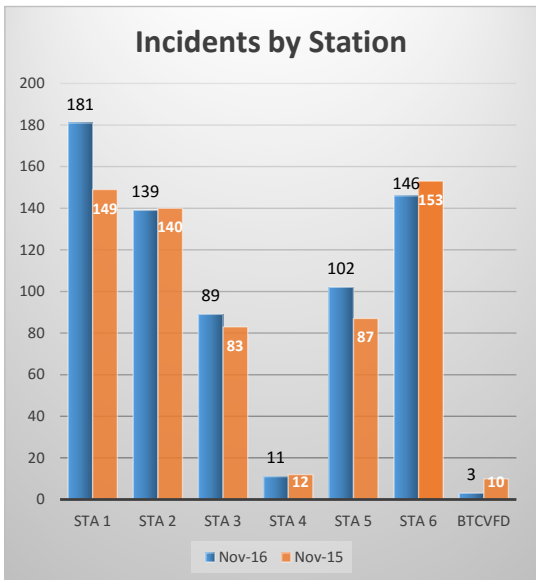


# Loveland Fire Rescue Authority - Operations Division

## November, 2016

CALL INFORMATION (does not include calls for BTCVFD)							
INCIDENT TYPE	CITY	RURAL	TOTAL	YEAR to DATE	2016 % of TOTAL	2015 YTD	2015 % of TOTAL
Structure Fire Related	2	3	5	54			
Vehicle Fire	1	2	3	37			
Grass/Wildland or Other Outside Fire	3	5	8	91			
Fire Alarm	63	5	68	661			
Smoke Investigation	9	5	14	194			
Other Fire Related	0	0	0	6			
<b>TOTAL FIRE RELATED</b>	<b>78</b>	<b>20</b>	<b>98</b>	<b>1043</b>	<b>14.53%</b>	<b>978</b>	<b>14%</b>
<b>TOTAL EMERGENCY MEDICAL SERVICES (EMS)</b>	<b>309</b>	<b>26</b>	<b>335</b>	<b>3541</b>	<b>49.35%</b>	<b>3564</b>	<b>52%</b>
Motor Vehicle Accident (MVA)	54	17	71	724			
Extrication	0	1	1	32			
Technical Rescue	1	0	1	35			
HazMat	16	2	18	157			
Hazardous Conditions	1	0	1	20			
ARFF	6	6	12	88			
Public Service	48	3	51	526			
Assist PD or Other FD	5	2	7	83			
Standby	3	2	5	42			
Good Intent Call, Other	2	0	2	15			
Dispatched & Cancelled en Route	34	24	58	734			
Wrong Location	0	0	0	0			
No Incident Found on Arrival on Scene	7	0	7	134			
Special Type of Incident, Other	1	0	1	2			
<b>TOTAL MISCELLANEOUS</b>	<b>178</b>	<b>57</b>	<b>235</b>	<b>2,592</b>	<b>36.12%</b>	<b>2,340</b>	<b>34%</b>
<b>MONTH TOTAL</b>	<b>565</b>	<b>103</b>	<b>668</b>	<b>7,176</b>	<b>100%</b>	<b>6,882</b>	<b>100%</b>
<b>YEAR TO DATE TOTAL</b>	<b>6,028</b>	<b>1148</b>	<b>7,176</b>	<b>2016 vs 2015</b>	<b>104%</b>		
<b>CITY VS. RURAL DISTRIBUTION YEAR TO DATE</b>	<b>84.00%</b>	<b>16.00%</b>					

**6** Incomplete reports this month not included in the totals will affect YTD totals as they are completed in subsequent months.



Does not include calls for BTCVFD



# Loveland Fire Rescue Authority - Operations Division

## November, 2016

Structure fire incidents reported below include all incidents that were toned as reported structure fires. Incident outcome varied as shown in the following table.

FIRE & C,D,E MEDICAL RESPONSE TIMES						
		Count	Process Time	Turnout Time	1st Due Travel Time	1st Due Response Time
Structure Fire: Urban Response Area	Average	8	1:09	0:43	4:01	5:40
	90th		2:12	1:45	6:36	7:55
Structure Fire: Rural Response Area	Average	2	0:24	1:15	7:30	8:55
	90th		0:24	1:26	7:30	8:55
C,D,E Medicals: Urban Response Area	Average	341	1:50	1:01	3:41	4:40
	90th		2:57	1:46	5:50	6:59
C,D,E Medicals: Rural Response Area	Average	6	1:33	1:05	5:13	5:55
	90th		2:55	1:28	14:01	15:03

A 1st Alarm incident is a response plan that requires the greatest number of LFRA apparatus to be initially assigned (3 engines, 2 trucks, and 1 Bat Chief). The following CAD Nature Codes generate a response plan that correlates to a 1st Alarm incident: 1st Alarm Commercial/Industrial, 1st Alarm Residence, Building Collapse, Confined Space Rescue, Dive Rescue, Grass Near Structure, Industrial Rescue, Mass Casualty, MVA Extrication, Rope Rescue, Trench Rescue, Wildland/Grass. During November 2016, a search of all of these CAD Nature Codes revealed the following incident count and correlating NFIRS situation types reported.

1st Alarm Incident: Types of Situations Found Upon Arrival		
Incident Type	All Incidents	Unit Responses
111 - BUILDING FIRE	4	30
140 - NATURAL VEGETATION FIRE, OTHER	3	14
143 - GRASS FIRE	1	3
150 - OUTSIDE RUBBISH FIRE, OTHER	1	5
154 - DUMPSTER OR OTHER OUTSIDE TRASH RECEPTACLE FIRE	1	3
322 - MOTOR VEHICLE ACCIDENT WITH INJURIES	1	1
324 - MOTOR VEHICLE ACCIDENT WITH NO INJURIES	1	8
442 - OVERHEATED MOTOR	1	7
561 - UNAUTHORIZED BURNING	2	12
611 - DISPATCHED & CANCELED EN ROUTE	3	8
650 - STEAM, OTHER GAS MISTAKEN FOR SMOKE, OTHER	1	6
651 - SMOKE SCARE, ODOR OF SMOKE	3	22
<b>Report Totals</b>	<b>22</b>	<b>119</b>

STRUCTURE LOSS/SAVE INFORMATION				
Type of Fire	City		Rural	
	Loss	Save	Loss	Save
Residential Structure	\$94,288.00	\$138,289.00	\$121,009.00	\$931,611.00
Commercial Structure	\$0.00	\$0.00	\$0.00	\$0.00
Other Fires	\$0.00	\$0.00	\$0.00	\$0.00
<b>MONTH TOTAL</b>	<b>\$94,288.00</b>	<b>\$138,289.00</b>	<b>\$121,009.00</b>	<b>\$931,611.00</b>
<b>YEAR TO DATE TOTAL</b>	<b>\$605,510</b>	<b>\$6,376,583</b>	<b>\$721,805</b>	<b>\$1,603,830</b>

<b>All Fires Confined to Room of Origin</b>	71%
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# Loveland Fire Rescue Authority - Operations Division November, 2016

MUTUAL AID AND AUTOMATIC AID					
		Received	Hours	Given	Hours
Poudre Fire Authority (PFA)	2016	18	20.7	49	22
Previous Year to Date 2015		21	19	71	30.5
Berthoud Fire Department (BFD)	2016	26	37.75	57	43
Previous Year to Date 2015		12	19.5	16	36
Windsor Severance Fire Rescue (WSFR)	2016	31	26.75	28	8.2
Previous Year to Date 2015		53	24	38	17.5
Front Range Fire Rescue (FRFR)	2016	13	14.25	42	20.5
Previous Year to Date 2015		6	5.5	38	22.5
Big Thompson Canyon Fire Dept. (BTFD)	2016	1	4.5	44	51.75
Previous Year to Date 2015		4	8	42	44
Estes Valley Fire Prot District (EVFPD)	2016	0	0	5	21
Previous Year to Date 2015		0	0	5	7.5
<b>CURRENT YEAR TO DATE TOTAL (2016)</b>		<b>89</b>	<b>103.95</b>	<b>225</b>	<b>166.45</b>
<b>PREVIOUS YEAR TO DATE TOTAL (2015)</b>		<b>96</b>	<b>76</b>	<b>210</b>	<b>158</b>

TRAINING HOURS				
TRAINING AND RESERVE	CURRENT MONTH	PREVIOUS MONTH	PREVIOUS YEAR	CURRENT YEAR TO DATE
SHIFT	965.3	839.5	1,041.4	14,480.6
RESERVIST	0.0	2.0	6.5	64.5
ADMIN	51.0	62.5	31.0	658.5
<b>TOTAL</b>	<b>1,016.3</b>	<b>904.0</b>	<b>1,078.9</b>	<b>15,203.6</b>
RESERVIST SHIFT HOURS	36.0	53.0	132.50	971.5

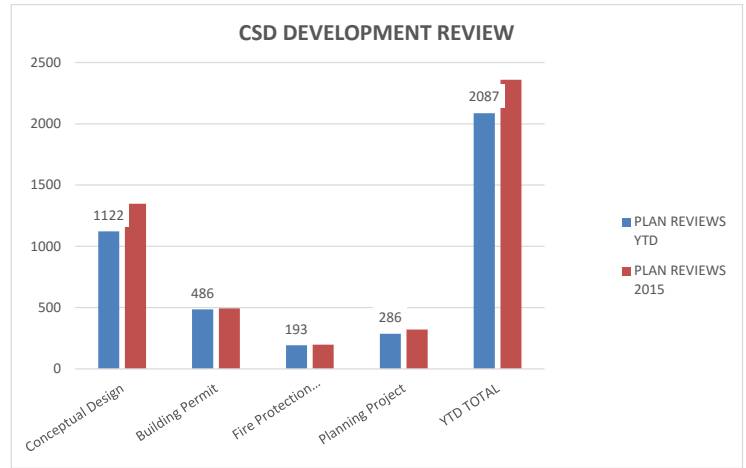
	SPECIALIZED DISCIPLINES TRAINING			
	COURSES		HOURS	
	CURRENT YEAR	PREVIOUS YEAR	CURRENT YEAR	PREVIOUS YEAR
AIRCRAFT RESCUE	223	192	228.55	205.8
HAZMAT	244	213	249.8	213.5
TAC	37	98	64	434.5
URBAN SEARCH & RESCUE	20	29	43.5	58
WATER	87	88	128.2	184.7
WILDLAND	254	272	513.2	688.55



## LOVELAND FIRE RESCUE AUTHORITY - Community Safety Division October, 2016

### DEVELOPMENT REVIEW STATISTICS

	City	County	Johnstown	Totals	Hours
<b>Conceptual Design Reviews</b>	110	2	0	112	51
Previous Month	152	2	0	154	70
YTD Total	1093	15	14	1122	565
Previous YTD	1314	21	12	1347	636.25
<b>Building Permit Reviews</b>	56	4	2	62	93
Previous Month	62	4	1	67	100.5
YTD Total	442	26	18	486	742
Previous YTD	449	12	33	494	745.5
<b>Fire Protection Permit Reviews</b>	16	2	2	20	25
Previous Month	12	1	3	16	22
YTD Total	159	18	16	193	253
Previous YTD	164	10	24	198	208
<b>Planning Project Reviews</b>	17	2	0	19	21
Previous Month	21	2	0	23	25
YTD Total	251	26	9	286	405.5
Previous YTD	279	34	8	321	552.5
<b>TOTAL REVIEWS YTD</b>	<b>1945</b>	<b>85</b>	<b>57</b>	<b>2087</b>	
<b>PREVIOUS YEAR YTD</b>	<b>2206</b>	<b>77</b>	<b>77</b>	<b>2360</b>	

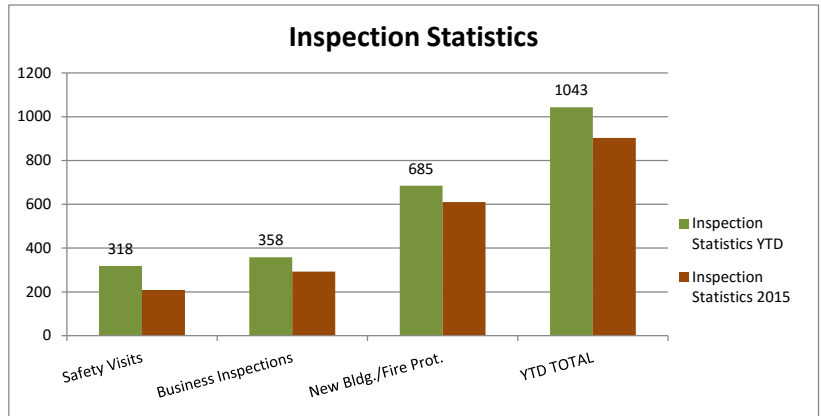


Planning & Building Check-Ins YTD  
Fire Protection Permits Average days in review  
Percent within goal time

881	97
4.2	
October	100%

### INSPECTION STATISTICS

	City	Rural	Total	Hours
<b>Eng. Co. Safety Visit 2 &amp; 3 Yr.*</b>	9	5	14	9
Safety Re-Visit	0	0	0	0
YTD Total	254	64	318	207.5
Previous YTD	173	36	209	128.1
<b>Business Inspections</b>	21	2	23	27.5
Previous Month	33	7	40	58.75
YTD Total	301	57	358	399.45
Previous YTD	259	34	293	276
<b>New Bldg./Fire Protection</b>	60	5	65	98
Previous Month	31	6	37	56
YTD Total	595	90	685	1026
Previous YTD	521	89	610	894.5
<b>TOTAL INSPECTIONS YTD</b>	<b>896</b>	<b>147</b>	<b>1043</b>	
<b>Previous Year</b>	<b>780</b>	<b>123</b>	<b>903</b>	



### CSD OTHER ACTIVITIES

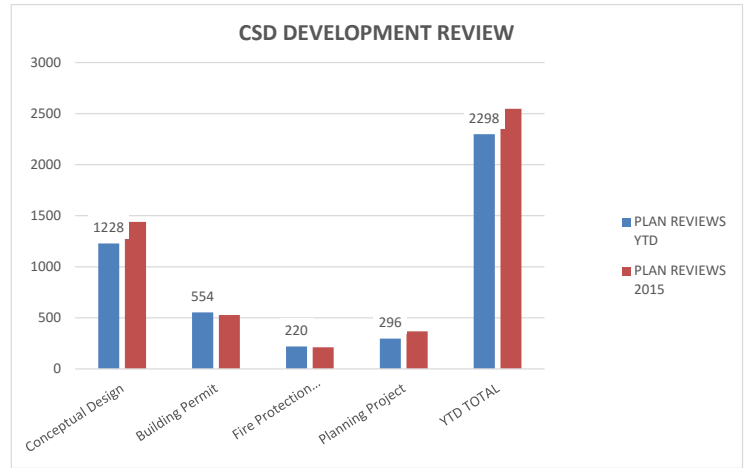
	City	Rural	Hours	Mo. Total	Prev. Mo.	Prev. YTD	YTD Total	Highlights/Projects
Hazmat Permits	6	1	7.25	7	11	122	137	*Origins Wine Bar Kitchen and Suppression issues
Tents/Special Events*	1	1	2	2	10	77	54	*NFSA Classes in Westminster
Burn Permits Issued	0	22	3.5	22	12	123	127	*Affordable Auto Body Permitting and inspections issues
Investigations	3	8	11	11	13	145	164	*Resurrection Fellowship Inspection and Code Compliance Issues
Service Call/Complaints	4	0	1.75	4	5	83	39	*Trump visit Standby @ BEC October 3rd
Car Seats Installed	21	0	10.5	21	16	157	113	*Airport Disaster Exercise October 4th
YFS Program	1	0	3	1	2	12	16	*Attended NOCO Public Communicators Meeting
Public Education Events	10	0	47.25	10	5	79	53	*Attended EOC refresher training session
<b>Total Pub. Ed. Contacts</b>	<b>10</b>	<b>0</b>		<b>10</b>	<b>335</b>	<b>5050</b>	<b>2968</b>	



## LOVELAND FIRE RESCUE AUTHORITY - Community Safety Division November, 2016

### DEVELOPMENT REVIEW STATISTICS

	City	County	Johnstown	Totals	Hours
<b>Conceptual Design Reviews</b>	105	1	0	106	48
Previous Month	110	2	0	112	51
YTD Total	1198	16	14	1228	613
Previous YTD	1403	25	12	1440	686.25
<b>Building Permit Reviews</b>	51	16	1	68	97.5
Previous Month	56	4	2	62	93
YTD Total	493	42	19	554	839.5
Previous YTD	483	12	33	528	796.5
<b>Fire Protection Permit Reviews</b>	18	2	7	27	25
Previous Month	16	2	2	20	25
YTD Total	177	20	23	220	278
Previous YTD	173	13	25	211	224
<b>Planning Project Reviews</b>	9	1	0	10	11
Previous Month	17	2	0	19	21
YTD Total	260	27	9	296	416.5
Previous YTD	319	41	8	368	594.5
<b>TOTAL REVIEWS YTD</b>	<b>2128</b>	<b>105</b>	<b>65</b>	<b>2298</b>	
<b>PREVIOUS YEAR YTD</b>	<b>2378</b>	<b>91</b>	<b>78</b>	<b>2547</b>	

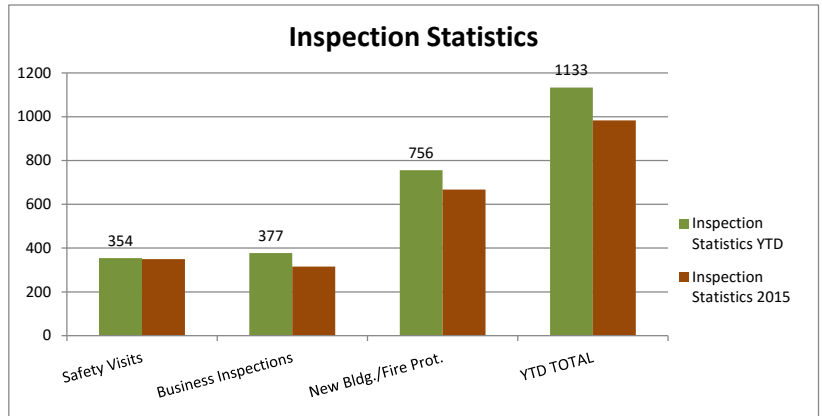


Planning & Building Check-Ins YTD: 973  
 Fire Protection Permits Average days in review: 5.8  
 Percent within goal time: 100%

973	92
5.8	
November	100%

### INSPECTION STATISTICS

	City	Rural	Total	Hours
<b>Eng. Co. Safety Visit 2 &amp; 3 Yr.*</b>	20	16	36	14.75
Safety Re-Visit	0	0	0	0
YTD Total	274	80	354	222.25
Previous YTD	296	54	350	211.45
<b>Business Inspections</b>	16	3	19	29.75
Previous Month	21	2	23	27.5
YTD Total	317	60	377	429.2
Previous YTD	279	37	316	305.75
<b>New Bldg./Fire Protection</b>	58	13	71	109
Previous Month	60	5	65	98
YTD Total	653	103	756	1135
Previous YTD	554	113	667	984.5
<b>TOTAL INSPECTIONS YTD</b>	<b>970</b>	<b>163</b>	<b>1133</b>	
<b>Previous Year</b>	<b>833</b>	<b>150</b>	<b>983</b>	



### CSD OTHER ACTIVITIES

	City	Rural	Hours	Mo. Total	Prev. Mo.	Prev. YTD	YTD Total
Hazmat Permits	9	3	11.7	12	7	128	149
Tents/Special Events*	0	0	0	0	2	80	54
Burn Permits Issued	0	14	2.5	14	22	140	141
Investigations	7	9	16	16	11	150	180
Service Call/Complaints	1	0	2	1	4	84	40
Car Seats Installed	10	0	5	10	21	162	123
YFS Program	0	0	0	0	1	14	16*
Public Education Events	2	0	2	2	10	84	55*
<b>Total Pub. Ed. Contacts</b>	<b>2</b>	<b>0</b>	<b>2</b>	<b>2</b>	<b>10</b>	<b>5262</b>	<b>2970</b>

Highlights/Projects
*Airport Disaster AAR Meeting
*Expo Event Meeting
*Attended Session #7 of the Colo. Emergency Managers Academy
*7 car seat installations
*Resurrection Fellowship Inspection and code compliance issues
*Pulliam Building redevelopment meeting

## Agenda Item Cover

Item No.: 9

Meeting Date: December 14, 2016

Prepared By: Renee Wheeler, Public Safety Administrative Director



### TITLE

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Conduct an Election of the 2017 Loveland Fire Rescue Authority Board Officers

### EXECUTIVE SUMMARY

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Section 1.8 of the Intergovernmental Agreement for the Establishment and Operation of the Loveland Fire Rescue Authority (LFRA) as a Separate Governmental Entity (IGA) provides that a Chairperson and a Vice Chairperson be elected from its members. It also provides that a secretary shall be appointed that can be a member of the Board, but does not need to be a member of the board.

### BACKGROUND

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The Officers of the LFRA Board are those customary for service on a public entity board and include the following (also provided for in Section 1.8 Officers of the IGA):

- (a) The chairperson shall sign all contracts on behalf of the Authority, except contracts or agreement that may be signed by the Fire Chief as authorized by the Board and shall perform such other duties as may be imposed by the Board;
- (b) The vice chairperson shall perform all of the chairperson's duties in the absence of the chairperson;
- (c) The secretary shall attest to all contracts signed on behalf of the Authority and perform other duties as may be imposed by the Board.

It is the expectation that the Chairperson, or the Vice Chairperson in the Chairperson's absence, would run the Loveland Fire Rescue Authority Board meetings. It would be helpful if the person that will run the meeting would meet with the Fire Chief one week in advance of the meeting date to review the agenda and the related materials.

The 2016 Officers are:

Chair: Jeff Swanty

Vice Chair: Mayor Cecil Gutierrez

Board Secretary: Roylene Sterkel and Kristen Cummings filled the role upon Roylene's retirement

## Agenda Item Cover

Item No.: 9

Meeting Date: December 14, 2016

Prepared By: Renee Wheeler, Public Safety Administrative Director



### STAFF RECOMMENDATION

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It is the staff's recommendation that the current Chair, Jeff Swanty, field nominations from the Board for the Chair position. Once the nominations are made and the nominee(s) accept the nomination, Mr. Swanty should conduct a vote of the Board to elect the Chairperson. Then the new Board Chairperson should field nominations for the Vice Chairperson using the same process. Finally the Chairperson should field discussion for appointment of the Board Secretary.

### FINANCIAL/ECONOMIC IMPACTS

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N/A

### ASSOCIATED STRATEGIC GOALS

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N/A

### ATTACHMENTS

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N/A