

Mayor Gutierrez called the Study Session of the Loveland City Council to order at 6:30 p.m. on the above date. Councilors present: Gutierrez, Heckel, Solt, Johnson, Klassen, McEwen, McKean and Shaffer. Councilor Rice was absent. City Manager, Bill Cahill was also present.

1. FINANCE

Financial Sustainability Principles and Priorities

Assistant City Manager and Finance Director, Renee Wheeler, introduced this item as the second in a series of study sessions on the "Financial Sustainability Initiative" for consideration and feedback from Council.

Principles: The presentation focused on the guiding principles for development of options to balance future revenues and expenditures. These principles are intended to be representative of standards for the City of Loveland relative to sustainability over the next ten years. During the January 25, 2011 study session City Council members identified "value" words for the decision making process that would be used to create statements of principles. Those words were captured and placed in three general categories: service delivery, attributes of our community, and sustainability. The packet distributed to Council contained a distillation of the previous discussion and materials which were drafted into six principles to guide the Sustainability Strategy. It is critical that a clear understanding of the challenge be achieved so that all participants are "driving down the same path". The principles set the broad parameters for the path so that the collective energy for developing options is focused on solutions that are feasible for our organization to continue to serve the citizens of Loveland well. Discussion ensued. Council suggested a revision to one of the principles by adding the phrase, "fair and equitable" and the word "safety" to another one of the principles.

City Council Priorities Questionnaire Results: Ms. Wheeler focused next on the survey comments, which were transcribed as submitted to validate the integrity of the compiled data. The ranking tables for "identification of core services and priorities in the General Fund" are in the order of most important (smallest scores) to least important (largest scores). The individual rankings were summed and divided by the number of responses to get an average that was rounded to the nearest whole number. Council discussion ensued regarding the key "General Fund" departments and major revenue sources. City Manager, Bill Cahill said the survey indicated clear direction for referring a ballot question to registered voters, approval of which would allow the City to keep and spend revenue over the Taxpayers' Bill of Rights (Tabor) limit with current restrictions. Consensus was that while the staff's survey was the "first cut" in the group's process, Council needed more information from a more representative cross section of the community. The next study session relative to this issue is scheduled for March 22, 2011 with a report from the Citizen's Finance Advisory Commission.

Consensus of Council was to direct Councilor Shaffer to encourage the MPO to continue their support for the FLEX transit program already underway and not re-apply the \$800,000 to a proposed fiber optic project. Councilor Shaffer announced MPO Chairman, Julie Cozad resigned and Larimer County Commissioner, Tom Donnelly would likely become the chairman.

City Council Study Session  
February 22, 2011  
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The study session was adjourned at 8:12 p.m.

Respectfully Submitted,

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Jeannie M. Weaver, Deputy City Clerk

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Cecil A. Gutierrez, Mayor

**CALL TO ORDER** Mayor Gutierrez called the regular meeting of the Loveland City Council to order on the above date at 6:30 PM.

**PLEDGE OF ALLEGIANCE**

**ROLL CALL** Roll was called and the following responded: Gutierrez, Heckel, Klassen, McKean, Johnson, McEwen, Shaffer, Rice and Solt.

**PROCLAMATION** Councilor Solt read a proclamation declaring March 2, 2011, as "Colorado Children's Day". The proclamation was received by Annie Hall and Scott Pringle from Fire and Rescue. The Colorado Children's Day event will be held Wednesday, March 2 from 1:00 pm - 4:00 pm at various locations in the City.

**PROCLAMATION**

WHEREAS, the light that shines so brightly in Colorado is best reflected in the faces of the children of Colorado; and  
WHEREAS, every child in Colorado brings joy and reflects our bright and prosperous future in Colorado; and  
WHEREAS, nothing in the parenting experience is more joyful than the birth and development of a child; and  
WHEREAS, every community celebrates, honors, and has influence which contributes to the success of the children of Colorado; and  
WHEREAS, as parents, teachers, mentors, and leaders, we shall share the responsibility for modeling positive behavior to the children of Colorado; and  
WHEREAS, it is appropriate that we reserve a specific day each year to celebrate and honor our children and their significant accomplishments in schools, churches, and daycare centers and in their communities; and  
WHEREAS, reserving a specific day each year to reflect on the children of Colorado will help to ensure that we remember our collective and individual obligations to the children of Colorado and that we acknowledge the importance of these children to our future, celebrating their triumphs and accomplishments.  
NOW, THEREFORE, we, the Loveland City Council do hereby proclaim Wednesday, March 2, 2011, and the first Wednesday of March thereafter, as

**COLORADO CHILDREN'S DAY**

in the City of Loveland and encourage each adult citizen of Colorado to set aside a special time to support, embrace, and listen to a child of Colorado.

Signed this 1st day of March, 2011  
Cecil A. Gutierrez, Mayor

**PROCEDURAL INFORMATION**

Mayor Gutierrez made the following procedural announcement: Anyone in the audience will be given time to speak to any item on the Consent Agenda. Please ask for that item to be removed from the Consent Agenda. Items pulled will be heard at the beginning of the Regular Agenda. You will be given an opportunity to speak to the item before the Council acts upon it. Public hearings remaining on the Consent Agenda are considered to have been opened and closed, with the information furnished in connection with these items considered as the only evidence presented. Adoption of the items remaining on the Consent Agenda is considered as adoption of the staff recommendation for those items. Anyone making a comment during any portion of tonight's meeting should come forward to a microphone and identify yourself before being recognized by the Mayor. Please do not interrupt other speakers. Side conversations should be moved outside the Council Chambers. Please limit your comments to no more than three minutes.

**CONSENT AGENDA** Mayor Gutierrez asked if anyone in the audience, Council or staff wished to speak on any of the items or public hearings listed on the Consent Agenda. Councilor Johnson moved to approve the Consent Agenda. The motion was seconded by Councilor McKean and a roll call vote was taken with all councilors present voting in favor thereof.

## 1. MINUTES

- a) Minutes for the February 8, 2011 study session were approved.
- b) Minutes for the February 8, 2011 executive session were approved.
- c) Minutes for the February 15, 2011 regular meeting were approved.

## 2. CITY MANAGER

### **Board & Commission Appointments**

#### **Motion**

Administrative Action: The following appointments were made:

Creative Sector Development Advisory Commission: Shelia Carrasco, Meg Corwin, Leah Johnson, Michael Lang, Paul Mueller, Jan Shockner and Kim Wheeler were appointed to terms effective until December 31, 2013. Mary Bahus-Meyer and Lynn Hayden-Ugarte were appointed as alternates for terms effective until March 1, 2012.

Disabilities Advisory Commission: Kathy Witcher was appointed to a partial term effective until June 30, 2012.

Historic Preservation Commission: David Berglund was appointed to a term effective until June 30, 2013.

Open Land Advisory Commission: Chris Bryand was appointed to a partial term effective until December 31, 2011.

## 3. FINANCE

### **Supplemental Budget and Appropriation – Property & Liability Insurance**

#### **Ordinance #5563**

Administrative Action: "AN ORDINANCE ENACTING A SUPPLEMENTAL BUDGET AND APPROPRIATION TO THE 2011 CITY OF LOVELAND BUDGET FOR PROPERTY AND LIABILITY INSURANCE DEDUCTIBLES" was approved and ordered published on second reading.

## 4. AIRPORT

### **Supplemental Budget and Appropriation – CDOT & FAA Grants**

#### **Ordinance #5564**

Administrative Action: "AN ORDINANCE ENACTING A SUPPLEMENTAL BUDGET AND APPROPRIATION TO THE 2011 FORT COLLINS-LOVELAND MUNICIPAL AIRPORT BUDGET TO INCREASE THE 2011 COLORADO DEPARTMENT OF TRANSPORTATION-DIVISION OF AERONAUTICS GRANT AND APPROPRIATE LOCAL FUNDS FROM RESERVES TO PROVIDE THE LOCAL MATCH FOR A 2011 FAA AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT" was approved and ordered published on second reading.

## 5. FINANCE

### **Supplemental Budget and Appropriation- Fuel and Vehicle Parts**

#### **Ordinance #5565**

Administrative Action: "AN ORDINANCE ENACTING A SUPPLEMENTAL BUDGET AND APPROPRIATION TO THE 2010 CITY OF LOVELAND BUDGET FOR EXPENSES RELATED TO THE COST OF FUEL AND PARTS FOR THE OPERATION OF THE CITY FLEET" was approved and ordered published on second reading.

## 6. FIRE & RESCUE

### **Supplemental Budget and Appropriation – Federal Emergency Management Grant**

#### **1<sup>st</sup> Rdg Ord & P.H.**

Administrative Action: A public hearing was held and "AN ORDINANCE ENACTING A SUPPLEMENTAL BUDGET AND APPROPRIATION TO THE 2011 CITY OF LOVELAND BUDGET FOR A FEDERAL EMERGENCY MANAGEMENT GRANT" was approved and ordered published on first reading.

## 7. DEVELOPMENT SERVICES

### **Naming Seven Alleys in Downtown Loveland**

**Resolution #R-15-2011**

Administrative Action: Resolution #R-15-2011 of the Loveland City Council regarding names of alleys in the downtown area was approved.

**RESOLUTION #R-15-2011**

**A RESOLUTION OF THE LOVELAND CITY COUNCIL REGARDING NAMES OF ALLEYS IN THE DOWNTOWN AREA**

WHEREAS, C.R.S. §31-15-702 authorizes the governing body of a municipality to name and change the name of any street, alley, avenue or other public place within its boundaries; and

WHEREAS, Chapter 12.08 of the Loveland Municipal Code regulates the naming and numbering of streets and alleys within the city limits of Loveland, Colorado; and

WHEREAS, on January 4, 2011, the City Council adopted Ordinance Number 5553, regarding a naming convention area for alleys in the Loveland downtown area and finding that such alleys should have names related to arts and entertainment and to Loveland history; and

WHEREAS, in accordance with Loveland Municipal Code, section 12.08.194, the City Council desires to name certain alleys in the Loveland downtown area as shown on Attachment A.

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

Section 1. In the area north of East 1st Street, east of Railroad Avenue, south of East 7th Street and west of North Washington Avenue, alleys shall have names as depicted on Attachment A, attached hereto and incorporated herein.

Section 2. This Resolution shall go into effect as of the date and time of its adoption.

Section 3. The City Clerk is hereby directed to record the Ordinance with the Larimer County Clerk and Recorder after its effective date in accordance with State Statutes.

Signed this 1st day of March, 2011.

Cecil A. Gutierrez, Mayor

Attest: Teresa G. Andrews, City Clerk

Exhibit A is available in the City Clerk's Office

**END OF CONSENT AGENDA**

**CITY CLERK READ TITLES OF ORDINANCES ON THE CONSENT AGENDA.**

**CITY COUNCIL**

Anyone who wishes to speak to an item NOT on the Agenda may address the Council under Citizens' Report.

**a) Citizens' Reports**

1. John and Donna Mitters, Loveland residents expressed concern about the fluoride content in the water system and suggested the City look at publishing a disclaimer about the fluoride content in the City's water.

2. Diana Walker, expressed concern about the lack of notification by the District Court regarding the Loveland Museum art vandalism case and about the lack of representation at the hearing by appropriate city staff. Staff will review the current practice for legal proceedings.

b) Mayor Gutierrez presented Finance Director Renee Wheeler and staff with the Certificate of Achievement for Excellence in Financial Reporting Award.

**c) City Council/City Manager Announcements**

**Klassen** Various Councilors recently toured the American Eagle Distributing Company and were very impressed and wanted to recognize their efforts.

**McKean** Councilor McKean introduced two local High School Civic students, Sean Larkin and Dillon Culp.

**Cahill** City Manager Cahill updated Council on the March 1<sup>st</sup> closing of the local medical marijuana dispensaries. On Tuesday, March 2<sup>nd</sup>, Loveland Police Officers conducted compliance checks and issued one citation.

**Duval** City Attorney Duval stated that an attorney notified him, he would be filing a law suit on behalf of three Loveland medical marijuana dispensaries.

Gutierrez

Mayor Gutierrez attended the opening of the Thompson School District Art Show on February 26<sup>th</sup> at the Loveland Museum and Gallery. The Mayor gave the welcoming address to the Emergency Management Association conference which opened today at the Embassy Suites.

## **PROCEDURAL INFORMATION**

Anyone who wishes to address the Council on any item on this part of the agenda may do so when the Mayor calls for public comment. All public hearings are conducted in accordance with Council Policy. When Council is considering adoption of an ordinance on first reading, Loveland's Charter only requires that a majority of the Council present vote in favor of the ordinance for it to be adopted on first reading. However, when an ordinance is being considered on second or final reading, at least five of the nine members of Council must vote in favor of the ordinance for it to become law.

## **REGULAR AGENDA**

### **CONSIDERATION OF ITEMS REMOVED FROM CONSENT AGENDA**

#### **8. FINANCE**

##### **January 2011 Financial Report Information Only**

Assistant City Manager and Finance Director Renee Wheeler introduced this item to Council. This is an information only item. No action is required. The Snapshot Report includes the City's preliminary revenue and expenditures including detailed reports on tax revenue, health claims and cash reserves for the one month ending January 31, 2011. Citywide Revenue (excluding internal transfers) of \$14,422,877 is 96.2% of year to date (YTD) budget. Sales tax, the City's single largest source of revenue, is 105.7% of the YTD budget. City wide total expenditures, \$10,431,310 (excluding internal transfers) are 68.1% of YTD budget. The City's health claims paid YTD is \$766,251 or 116.6% of YTD budget.

#### **9. CITY MANAGER'S OFFICE**

##### **Investment Report for January 2011 Information Only**

Executive Fiscal Advisor Alan Krcmarik introduced this item to Council. This is an information only item. No Council action is required. The budget estimate for investment earnings for 2011 is \$3,163,130. For the year to date, the amount posted to the investment account is \$313,626 including realized gains. The actual year-to-date earnings are higher than the year-to-date budget projection by \$50,032. Based January's monthly statement, the estimated annualized yield is about 2.01%, right on the path of the 2.0% budget estimate for earnings.

#### **10. CITY MANAGER**

##### **ACE Manufacturing and Innovation Park Update**

City Manager Cahill provided Council with a brief report of activities regarding the ACE Manufacturing and Innovation Park. The Agilent property is under a letter of intent and the due diligence process has started. The Metro Denver Economic Development Corporation has finished their prescreening of the applications. Now the process is with Colorado Association for Manufacturing and Technology (CAMT) for the decision making. The announcement date for the site selection is scheduled for March 15. Request for Proposals (RFP) for developers of the Agilent property were issued. RFP were due on February 28<sup>th</sup> and seven proposals were received. The proposals were from: IRG, Loveland Commercial, McWhinney, Neehan, Next Generations Holdings LLC, Old Vine & Zing!, and Orton. CAMT will be offered an opportunity to participate in the developer selection process. City staff will come back to Council for the developer

selection. Discussion ensued. Councilor Johnson made a motion to make the March 8, 2011 study session a special meeting. Councilor Shaffer seconded the motion and a roll call vote was taken with all Councilors present voting in favor thereof.

**11. CITY MANAGER**

**Executive Session to discuss the negotiation of possible amendments to the Centerra Master Financing Agreement**

At 7:54 p.m. Councilor Johnson made a motion for the City Council go into executive session pursuant to C.R.S. Section 24-6-402(4)(b) and 4(e) and under City Charter Sections 4-4(c)(1), (c)(3) and (c)(6) concerning amendment of the Centerra Master Financing Agreement, a matter that may be subject to negotiations, and concerning such negotiations to determine the City's negotiation positions, develop negotiation strategies, and to instruct the City's negotiators concerning these positions and strategies, and to receive legal advice from the City Attorney concerning such negotiations. Councilor Klassen seconded the motion and a roll call vote was taken with six Councilors voting in favor and Councilors Shaffer, Solt and McEwen voting against. Council expressed the need to receive information related to Executive Sessions prior to the meeting, even if it had to be provided in a confidential method. Council reconvened at 9:19 p.m.

**CITY COUNCIL NEW BUSINESS**

**Gutierrez** The Mayor indicated he would like to see the City review the procedures related to Executive Sessions.

**Shaffer** Councilor Shaffer requested Council be notified when City of Loveland videos are posted to YouTube. She also requested the Channel 16 schedule be posted on the City's website.

**ADJOURNMENT** Having no further business to come before Council, the March 1, 2011 Regular Meeting was adjourned at 9:23 p.m.

Respectfully Submitted,

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Teresa G. Andrews, City Clerk

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Cecil A. Gutierrez, Mayor



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

**AGENDA ITEM:** 2  
**MEETING DATE:** 3/15/2011  
**TO:** City Council  
**FROM:** Randy Mirowski, Fire and Rescue Department  
**PRESENTER:** Merlin Green

**TITLE:**

Consideration of an ordinance enacting a supplemental budget and appropriation to the 2011 City of Loveland budget for a Federal Emergency Management grant

**DESCRIPTION:**

This is an administrative action. Grant funds in the amount of \$14,880 are appropriated for equipment for the mobile command vehicle. City Council unanimously approved the ordinance on first reading on March 1, 2011.

**BUDGET IMPACT:**

Yes  No

The funding is from a Federal grant and the local match of \$1,480 is within the department's 2011 Adopted Budget.

**SUMMARY:**

The Mobile Command Vehicle (MCV), is a regional asset which is owned by the Northeast All-Hazards region and is currently housed and maintained by the City of Loveland. Over the past three years, several major components have become in-operable, are out of warranty, or replacement parts are unavailable. Through this ordinance, a federal grant award will be used to replace critical electronic components that have become obsolete or unusable. This federal grant will also provide enhancements that were previously unavailable, thus, providing increased functionality during emergency operations.



**LIST OF ATTACHMENTS:**

1. An ordinance enacting a supplemental budget and appropriation to the 2011 City of Loveland budget for a Federal Emergency Management grant.
- 

**RECOMMENDED CITY COUNCIL ACTION:**

Approve the ordinance on Second Reading.

**REVIEWED BY CITY MANAGER:**

**FIRST READING**                    March 1, 2011  
**SECOND READING**                March 15, 2011

**ORDINANCE NO.** \_\_\_\_\_

**AN ORDINANCE ENACTING A SUPPLEMENTAL BUDGET AND APPROPRIATION TO THE 2011 CITY OF LOVELAND BUDGET FOR A FEDERAL EMERGENCY MANAGEMENT GRANT**

**WHEREAS**, the City has received or has reserved funds not anticipated or appropriated at the time of the adoption of the City budget for 2011; and

**WHEREAS**, the City Council desires to authorize the expenditure of these funds by enacting a supplemental budget and appropriation to the City budget for 2011, as authorized by Section 11-6(a) of the Loveland City Charter.

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

**Section 1.** That revenues and/or reserves in the amount of \$14,880 from a Federal Emergency Management Grant in the General Fund 01 are available for appropriation. Revenues in the total amount of \$14,880 are hereby appropriated to purchase equipment for the mobile command vehicle as hereinafter set forth. The spending agencies and funds that shall be spending the monies supplementally budgeted and appropriated are as follows:

**Supplemental Budget  
 General Fund 001 - Emergency Management Grant**

<b>Revenues</b>		
001-2203-338-15-00-FREMPG	Emergency Management Grant	14,880
<b>Total Revenue</b>		<b>14,880</b>
 <b>Appropriations</b>		
001-2203-409-02-15-FREMPG	Computer Supplies	3,050
001-2203-409-02-33-FREMPG	Tools and Equipment	11,830
<b>Total Appropriations</b>		<b>14,880</b>

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

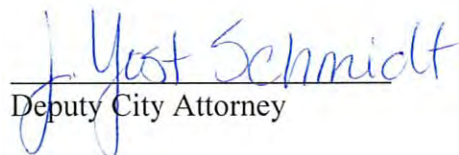
ADOPTED this 15<sup>th</sup> day of March, 2011.

\_\_\_\_\_  
Cecil A. Gutierrez, Mayor

ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Deputy City Attorney



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

**AGENDA ITEM:** 3  
**MEETING DATE:** 3/15/2011  
**TO:** City Council  
**FROM:** Greg George, Development Services Director  
**PRESENTER:** Brian Burson, Current Planning Division

**TITLE:**

A RESOLUTION FINDING A CERTAIN PETITION FOR ANNEXATION KNOWN AS TIMKA FIRST ADDITION, FILED JANUARY 12, 2011, TO BE IN SUBSTANTIAL COMPLIANCE WITH SECTION 30 OF ARTICLE II OF THE COLORADO CONSTITUTION AND THE REQUIREMENTS OF § 31-12-107(1), C.R.S., AND ESTABLISHING A DATE, TIME, AND PLACE FOR A HEARING TO DETERMINE WHETHER THE PROPOSED ANNEXATION COMPLIES WITH THE APPLICABLE REQUIREMENTS OF SECTIONS 31-12-104 AND 31-12-105, C.R.S., AND IS ELIGIBLE FOR ANNEXATION TO THE CITY OF LOVELAND, COLORADO, AND REPEALING RESOLUTION #R-7-2011.

**DESCRIPTION:**

A legislative action to consider a resolution that makes findings of facts regarding certain statutory requirements for the proposed Timka First Addition, setting a new public hearing of April 19, 2011, and rescinding Resolution #R-7-2011.

**BUDGET IMPACT:**

Yes     No

**SUMMARY:**

The site is located along the south side of 14th Street Southeast (Highway 402), approximately 2,500 feet east of the intersection of 14th Street Southeast and South Boise Avenue. The application would annex approximately 9.911 acres of land and zone it as I-Developing Industrial District. This action is the first step in consideration of an annexation application as stipulated by state statutes.

Resolution #R-7-2011, adopted by City Council on February 1, 2011, had originally set the public hearing for March 15, 2011. However, inadvertent errors in statutory procedures

occurred, making it necessary to establish a new date for the hearing by rescinding the original resolution and adopting a new resolution.

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**LIST OF ATTACHMENTS:**

- Resolution to set the new public hearing date and rescind Resolution #R-7-2011.
  - Timka Addition vicinity map.
  - Timka Addition annexation map.
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**RECOMMENDED CITY COUNCIL ACTION:**

City staff recommends the following motions for City Council action:

Move to approve: A RESOLUTION FINDING A CERTAIN PETITION FOR ANNEXATION KNOWN AS TIMKA FIRST ADDITION, FILED JANUARY 12, 2011, TO BE IN SUBSTANTIAL COMPLIANCE WITH SECTION 30 OF ARTICLE II OF THE COLORADO CONSTITUTION AND THE REQUIREMENTS OF § 31-12-107(1), C.R.S., AND ESTABLISHING A DATE, TIME, AND PLACE FOR A HEARING TO DETERMINE WHETHER THE PROPOSED ANNEXATION COMPLIES WITH THE APPLICABLE REQUIREMENTS OF SECTIONS 31-12-104 AND 31-12-105, C.R.S., AND IS ELIGIBLE FOR ANNEXATION TO THE CITY OF LOVELAND, COLORADO, AND REPEALING RESOLUTION #R-7-2011.

**REVIEWED BY CITY MANAGER:**

**RESOLUTION #R-16-2011**

**A RESOLUTION FINDING A CERTAIN PETITION FOR ANNEXATION KNOWN AS TIMKA FIRST ADDITION, FILED JANUARY 12, 2011, TO BE IN SUBSTANTIAL COMPLIANCE WITH SECTION 30 OF ARTICLE II OF THE COLORADO CONSTITUTION AND THE REQUIREMENTS OF § 31-12-107(1), C.R.S., AND ESTABLISHING A DATE, TIME, AND PLACE FOR A HEARING TO DETERMINE WHETHER THE PROPOSED ANNEXATION COMPLIES WITH THE APPLICABLE REQUIREMENTS OF SECTIONS 31-12-104 AND 31-12-105, C.R.S., AND IS ELIGIBLE FOR ANNEXATION TO THE CITY OF LOVELAND, COLORADO, AND REPEALING RESOLUTION #R-7-2011.**

WHEREAS, on January 12, 2011, a Petition for Annexation was filed with the City Clerk by persons alleging to comprise more than fifty percent (50%) of the landowners in the area described on Exhibit A, attached hereto and incorporated herein, who assert ownership of more than fifty percent (50%) of said area, excluding public streets and alleys and any land owned by the City of Loveland; and

WHEREAS, said Petition requests the City of Loveland to annex said area; and

WHEREAS, the City Council has determined that said Petition for Annexation is in substantial compliance with Section 30(1)(b) of Article II of the Colorado Constitution and of §31-12-107(1), C.R.S.; and

WHEREAS, at its meeting on February 1, 2011, the City Council adopted resolution #R-7-2011 setting a public hearing on March 15, 2011 to consider the proposed annexation;

WHEREAS, the City Council desires to repeal resolution #R-7-2011, and set a new date, time, and place for public hearing to determine whether the proposed annexation complies with the applicable requirements of Section 30 of Article II of the Colorado Constitution and of §§31-12-104 and 31-12-105, C.R.S., and is eligible for annexation;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Loveland, Colorado, that:

1. The City Council hereby finds and determines:
  - (a) That a Petition for Annexation has been filed with the City Clerk signed by persons alleging to comprise more than fifty percent (50%) of the landowners who assert ownership of more than fifty percent (50%) of the area described on Exhibit A, attached hereto and incorporated herein, excluding public streets and alleys and any land owned by the City of Loveland; and
  - (b) That said Petition requests the City of Loveland to annex said area; and
  - (c) That said Petition substantially complies with and meets the requirements of Section 30(1)(b) of Article II of the Colorado Constitution and of §31-12-107(1), C.R.S.
2. Resolution #R-7-2011 is hereby repealed.
3. Pursuant to §31-12-108, C.R.S., a public hearing is scheduled for April 19, 2011, at the hour of 6:30 p.m., for the purpose of enabling the City Council to determine whether the area proposed to be annexed complies with the applicable requirements of Section 30 of Article II of the Colorado Constitution and of §§31-12-104 and 31-12-105, C.R.S., and is eligible for annexation; whether or not an election is required under Section 30(1)(a) of Article II of the Colorado Constitution and of §31-12-107(2), C.R.S.; and whether or not additional terms and conditions are to be imposed. Said hearing shall be held at the Loveland Municipal Complex, 500 East Third Street, Loveland, Colorado.
4. The City Clerk shall give notice of said hearing in the manner prescribed by §31-12-108(2), C.R.S.
5. This resolution shall become effective on the date and at the time of its adoption.


APPROVED the \_\_\_\_ day of March, 2011.

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

  
Assistant City Attorney



## **EXHIBIT A**

### **Serial Parcel 1**

Legal description of a parcel of land being a portion of the Northwest Quarter of the Northeast Quarter of Section 30, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado, being more particularly described as follows:

Beginning at the North Quarter corner of said Section 30, thence along the North line of the Northeast Quarter of said Section 30 South 89°48'00" East 993.54 feet; thence departing said North line South 00°02'31" East 30.11 feet to the TRUE POINT OF BEGINNING; thence South 89°50'32" East 331.17 feet to a point on the East line of the Northwest Quarter of the Northeast Quarter of said Section 30; thence along said East line South 00°01'35" East 652.39 feet; thence departing said East line North 89°45'46" West 331.00 feet to a point on the West line of the East Half of the East Half of the Northwest Quarter of the Northeast Quarter of said Section 30; thence along said West line North 00°02'31" West 651.93 feet to the TRUE POINT OF BEGINNING.

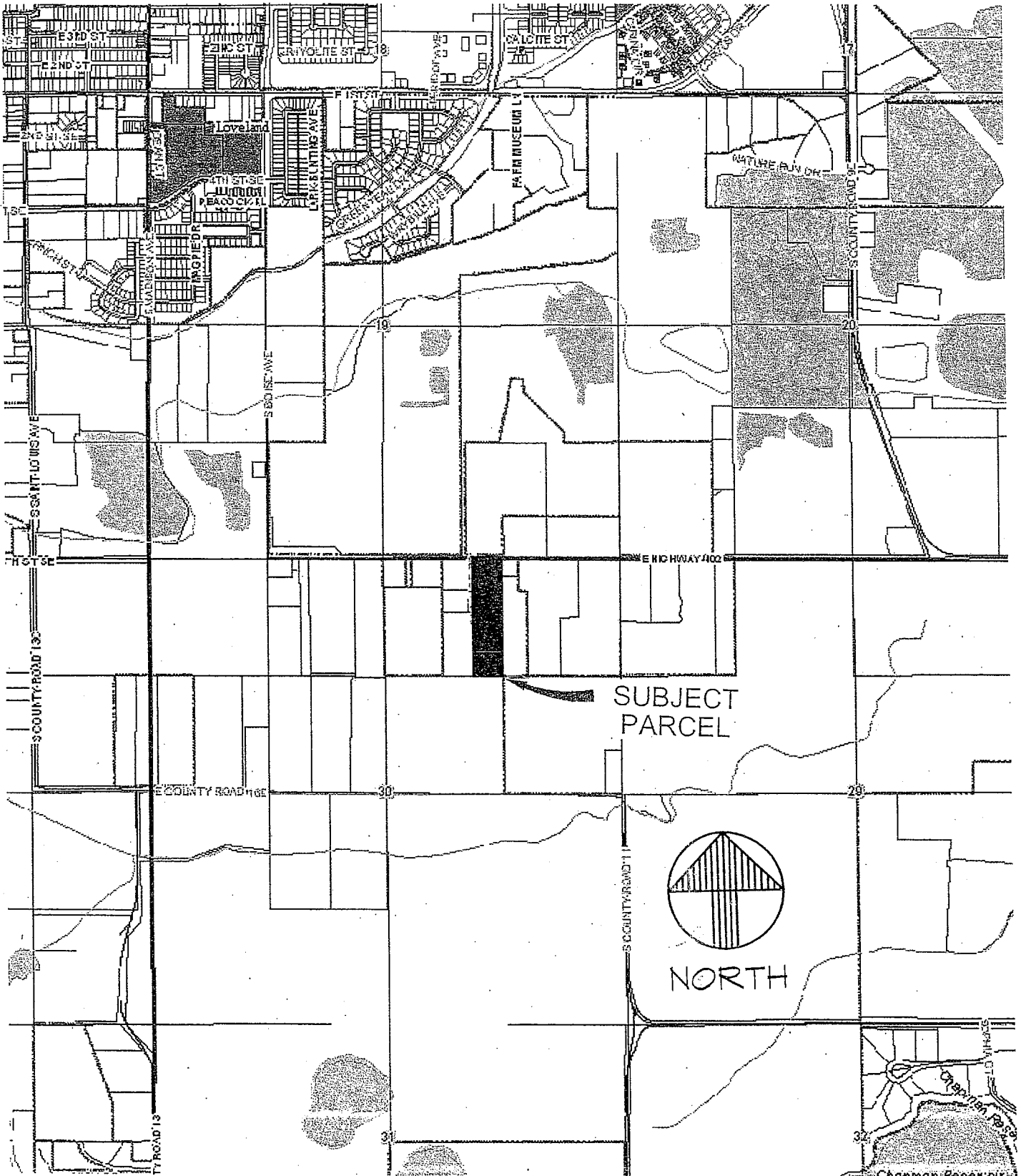
The above described parcel contains 4.957 acres, more or less and is subject to all easements, agreements and rights-of-way of record.

### **Serial Parcel 2**

Legal description of a parcel of land being a portion of the Northwest Quarter of the Northeast Quarter of Section 30, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado, being more particularly described as follows:

Beginning at the North Quarter corner of said Section 30, thence along the North line of the Northeast Quarter of said Section 30 South 89°48'00" East 993.54 feet; thence departing said North line South 00°02'31" East 30.11 feet; thence South 89°50'32" East 331.17 feet to a point on the East line of the Northwest Quarter of the Northeast Quarter of said Section 30; thence along said East line South 00°01'35" East 652.39 feet to the TRUE POINT OF BEGINNING; thence continuing along said East line South 00°01'35" East 652.39 feet to a point on the South line of the Northwest Quarter of the Northeast Quarter of said Section 30; thence along said South line North 89°41'00" West 330.83 feet to a point on the West line of the East Half of the East Half of the Northwest Quarter of the Northeast Quarter of said Section 30; thence along said West line North 00°02'31" West 651.93 feet; thence departing said West line South 89°45'46" East 331.00 feet to the TRUE POINT OF BEGINNING.

The above described parcel contains 4.954 acres, more or less and is subject to all easements, agreements and rights-of-way of record.



# VICINITY MAP

ATTACHMENT B

# TIMKA FIRST ADDITION

BEING A SERIAL ANNEXATION OF PORTIONS OF THE  
NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF  
SECTION 30, TOWNSHIP 5 NORTH, RANGE 68 WEST OF  
THE 6TH P.M., LARIMER COUNTY, COLORADO.

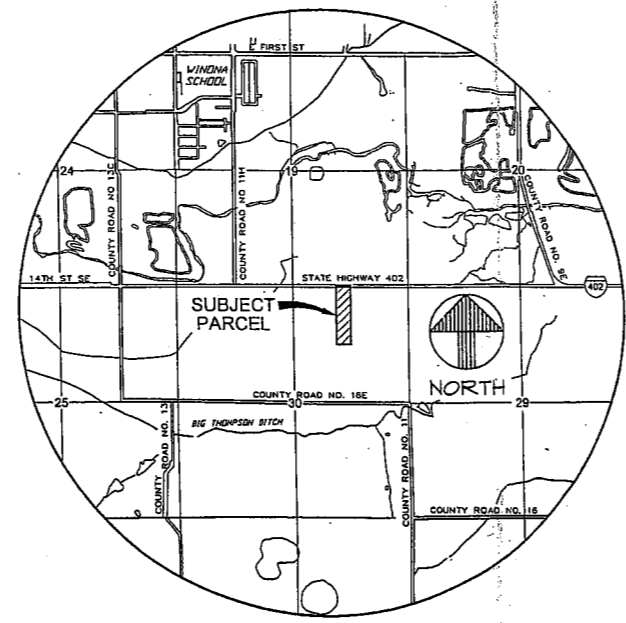
REVISIONS	By	Date
REVISED PER STAFF COMMENTS	PAH	3-25-10
REVISED PER STAFF COMMENTS	PAH	4-9-10
REVISED PER STAFF COMMENTS	PAH	9-22-10

**Landmark Engineering**  
Engineers Planners Surveyors Architects Geotechnical  
3521 West Eisenhower Blvd., Loveland, Colorado 80537  
(970) 687-5250 Fax (970) 687-6288  
www.landmarkeng.com

DATE:	FEB. 2010
SCALE:	1"=100'
DRAWN:	P.A.H.
CHECKED:	T.V.J.
APPROVED:	P.A.H.

CLIENT:	TIMOTHY PIVONKA
TITLE:	TIMKA FIRST ADDITION CITY OF LOVELAND, COLO.
JOB NO.:	PINONT
	8K5801-A1-202
SHEET	1 OF 2

This document is an instrument of professional service of Landmark Engineering Ltd. (L.E.L.). Landmark shall be the firm's agent authorized to execute, change, or re-execute this document by others. and released of any damage, liability, or cost arising or allegedly arising out of unauthorized modification, change, or reuse of this document by others.



VICINITY MAP  
1" = 2000'

**OWNER**  
TIMOTHY J. PIVONKA  
2116 E. HIGHWAY 402  
LOVELAND, COLORADO 80537

**CONSULTANT**  
LANDMARK ENGINEERING LTD.  
3521 W. EISENHOWER BLVD.  
LOVELAND, CO 80537

**GENERAL NOTES**

- This project is subject to an Annexation Agreement which has been recorded in the Real Property records of the Office of the Larimer County Clerk and Recorder.
- Basis of Bearings:  
Assumed the North line of the Northeast Quarter of Section 30 as bearing South 89°48'00" East and with all bearings contained herein relative thereto, being monumented as shown hereon.

**LEGAL DESCRIPTION FOR TIMKA FIRST ADDITION SERIAL 1**

Legal description of a parcel of land being a portion of the Northwest Quarter of the Northeast Quarter of Section 30, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado, being more particularly described as follows: Beginning at the North Quarter corner of said Section 30, thence along the North line of the Northeast Quarter of said Section 30 South 89°48'00" East 993.54 feet; thence departing said North line South 00°02'31" East 30.11 feet to the TRUE POINT OF BEGINNING; thence South 89°50'32" East 331.17 feet to a point on the East line of the Northwest Quarter of the Northeast Quarter of said Section 30; thence along said East line South 00°01'35" East 652.39 feet; thence departing said East line North 89°45'46" West 331.00 feet to a point on the West line of the East Half of the East Half of the Northwest Quarter of the Northeast Quarter of said Section 30; thence along said West line North 00°02'31" West 651.93 feet to the TRUE POINT OF BEGINNING.

The above described parcel contains 4.957 acres, more or less and is subject to all easements, agreements and rights-of-way of record.

**ANNEXATION DATA TABLE--TIMKA FIRST ADDITION SERIAL 1**

TOTAL CONTIGUITY = 331.17 FEET  
1/6 TOTAL PERIMETER = 1:5.93  
TOTAL PERIMETER THIS ADDITION = 1966.50 FEET  
PRESENT CITY LIMITS OF LOVELAND =                       
CONTIGUOUS BOUNDARY OF LOVELAND = XXXXXXXXXX

**LEGAL DESCRIPTION FOR TIMKA FIRST ADDITION SERIAL 2**

Legal description of a parcel of land being a portion of the Northwest Quarter of the Northeast Quarter of Section 30, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado, being more particularly described as follows: Beginning at the North Quarter corner of said Section 30, thence along the North line of the Northeast Quarter of said Section 30 South 89°48'00" East 993.54 feet; thence departing said North line South 00°02'31" East 30.11 feet; thence South 89°50'32" East 331.17 feet to a point on the East line of the Northwest Quarter of the Northeast Quarter of said Section 30; thence along said East line South 00°01'35" East 652.39 feet to the TRUE POINT OF BEGINNING; thence continuing along said East line South 00°01'35" East 652.39 feet to a point on the South line of the Northwest Quarter of the Northeast Quarter of said Section 30; thence along said South line North 89°41'00" West 330.83 feet to a point on the West line of the East Half of the East Half of the Northwest Quarter of the Northeast Quarter of said Section 30; thence along said West line North 00°02'31" West 651.93 feet; thence departing said West line South 89°45'46" East 331.00 feet to the TRUE POINT OF BEGINNING.

The above described parcel contains 4.954 acres, more or less and is subject to all easements, agreements and rights-of-way of record.

**ANNEXATION DATA TABLE--TIMKA FIRST ADDITION SERIAL 2**

TOTAL CONTIGUITY = 331.00 FEET  
1/6 TOTAL PERIMETER = 1:5.94  
TOTAL PERIMETER THIS ADDITION = 1966.15 FEET  
PRESENT CITY LIMITS OF LOVELAND =                       
CONTIGUOUS BOUNDARY OF LOVELAND = XXXXXXXXXX

**LEGAL DESCRIPTION TOTAL ANNEXATION AREA**

Legal description of a parcel of land being a portion of the Northwest Quarter of the Northeast Quarter of Section 30, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado, being more particularly described as follows: Beginning at the North Quarter corner of said Section 30, thence along the North line of the Northeast Quarter of said Section 30 South 89°48'00" East 993.54 feet; thence departing said North line South 00°02'31" East 30.11 feet to the TRUE POINT OF BEGINNING; thence South 89°50'32" East 331.17 feet to a point on the East line of the Northwest Quarter of the Northeast Quarter of said Section 30; thence along said East line South 00°01'35" East 1304.78 feet to a point on the South line of the Northwest Quarter of the Northeast Quarter of said Section 30; thence along said South line North 89°41'00" West 330.83 feet to a point on the West line of the East Half of the East Half of the Northwest Quarter of the Northeast Quarter of said Section 30; thence along said West line North 00°02'31" West 1303.87 feet to the TRUE POINT OF BEGINNING.

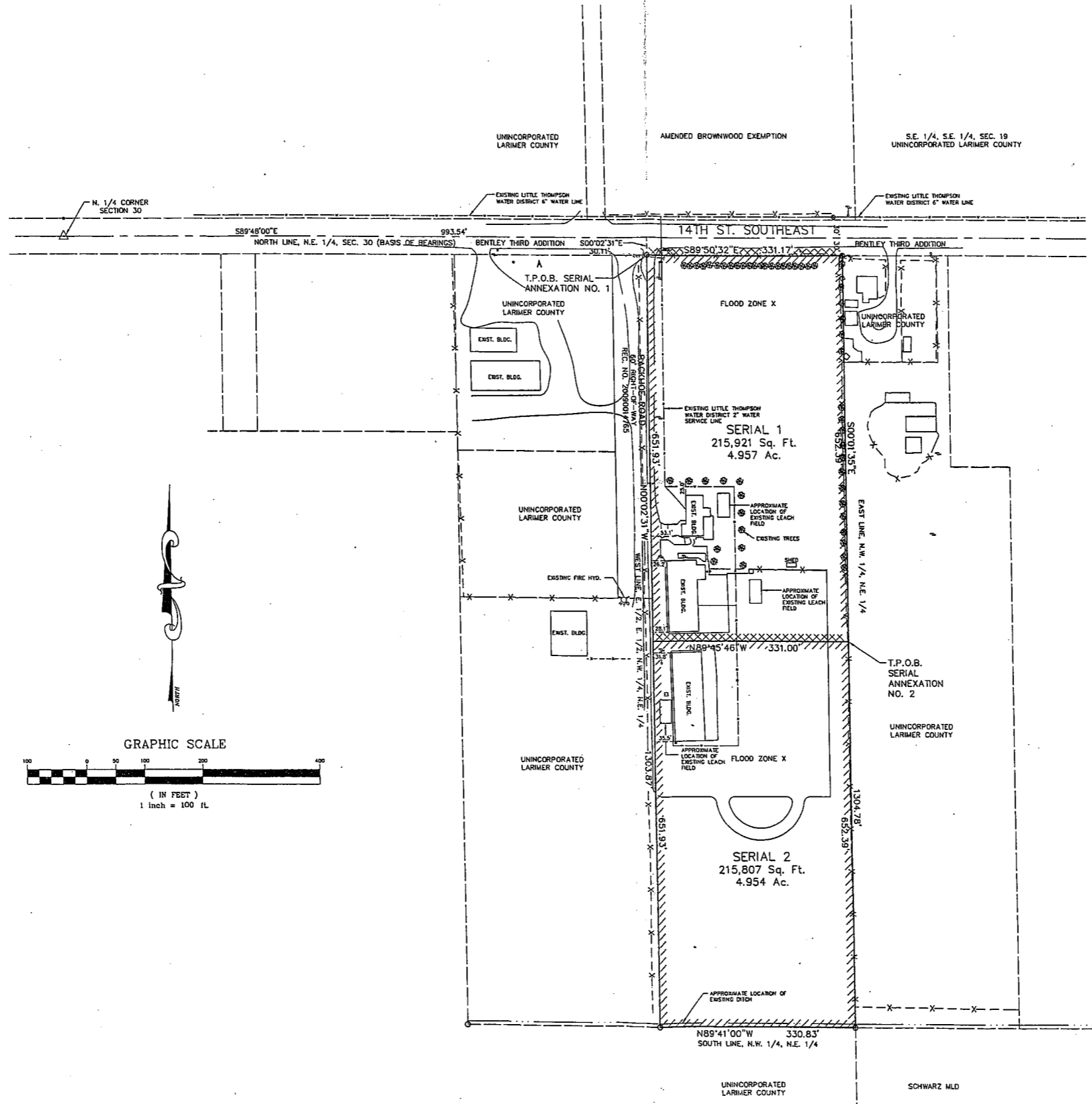
The above described parcel contains 9.911 acres, more or less and is subject to all easements, agreements and rights-of-way of record.

F:\Projects\Timka Survey Revised per City\FINAL-SV-BASE.dwg, Annex, 11/29/10 2:29:03PM, johnson

ATTACHMENT C

# TIMKA FIRST ADDITION

BEING A SERIAL ANNEXATION OF PORTIONS OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 5 NORTH, RANGE 68 WEST OF THE 6TH P.M., LARIMER COUNTY, COLORADO.

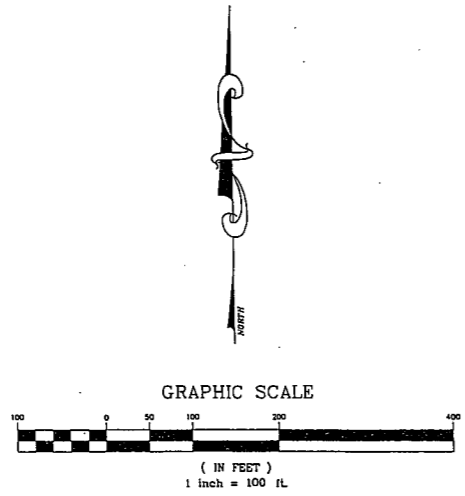


ANNEXATION DATA TABLE--TIMKA FIRST ADDITION SERIAL 1

TOTAL CONTIGUITY =	331.17 FEET
1/6 TOTAL PERIMETER =	1:5.93
TOTAL PERIMETER THIS ADDITION =	1966.50 FEET
PRESENT CITY LIMITS OF LOVELAND =	XXXXXXXXXX
CONTIGUOUS BOUNDARY OF LOVELAND =	XXXXXXXXXX

ANNEXATION DATA TABLE--TIMKA FIRST ADDITION SERIAL 2

TOTAL CONTIGUITY =	331.00 FEET
1/6 TOTAL PERIMETER =	1:5.94
TOTAL PERIMETER THIS ADDITION =	1966.15 FEET
PRESENT CITY LIMITS OF LOVELAND =	XXXXXXXXXX
CONTIGUOUS BOUNDARY OF LOVELAND =	XXXXXXXXXX



REVISIONS	Description	By	Date
1	REVISED PER STAFF COMMENTS	PAH	8-25-10
2	REVISED PER STAFF COMMENTS	PAH	8-9-10
3	REVISED PER STAFF COMMENTS	PAH	8-22-10

**Landmark Engineering**  
 Engineers Planners Surveyors Architects Geotechnical  
 3521 West Eisenhower Blvd., Loveland, Colorado 80537  
 970) 667-6286 • Toll Free 888-888-8888 • Fax (970) 667-6288  
 www.landmarkeng.com

DATE: FEB. 2010  
 SCALE: 1"=100'  
 DRAWN: P.A.H.  
 CHECKED: T.V.J.  
 APPROVED: P.A.H.

CLIENT: TIMOTHY PIVONKA  
 TITLE: TIMKA FIRST ADDITION CITY OF LOVELAND, COLO.  
 JOB NO.: PINONT  
 8K5801-A1-202  
 SHEET 2 OF 2

This document is an instrument of professional service of Landmark Engineering Ltd. (L.E.L.). Landmark shall, to the fullest extent permitted by law, be held harmless and released of any damage, liability, or cost arising out of unauthorized modification, change, or reuse of this document by others.



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

**AGENDA ITEM:** 4  
**MEETING DATE:** 3/15/2011  
**TO:** City Council  
**FROM:** Greg George, Director, Development Services  
**Presenter:** Troy Bliss, Current Planning

**TITLE:**

AN ORDINANCE VACATING A PORTION OF A PUBLIC UTILITY AND DRAINAGE EASEMENT LOCATED ON LOT 2, THIRD REPLAT TO NORTH LAKE FIRST SUBDIVISION TO NORTH LAKE ADDITION, CITY OF LOVELAND, LARIMER COUNTY, COLORADO

**DESCRIPTION:**

A legislative action to consider an ordinance on first reading to vacate a portion of a utility and drainage easement located on Lot 2, Third Replat to North Lake First Subdivision to North Lake Addition. The applicant is Charles Jack, on behalf of Chester and Mary Pritchard who are the current owners of Lot 2.

**BUDGET IMPACT:**

Yes  No

**SUMMARY:**

This is an application to vacate a portion, 193 square feet, of a public utility and drainage easement. The vacation is being requested to accommodate an existing addition to a single family dwelling on the lot. A portion of the addition, 193 square feet, encroaches into the easement. All utility providers including the City of Loveland Water/Wastewater Division, City of Loveland Power Division, and the City of Loveland Stormwater Division have agreed to the vacation request. Agencies outside of the City such as Xcel, Comcast Cable, and Qwest Communications would not be impacted by the vacation.

---

**LIST OF ATTACHMENTS:**

- A. Ordinance
- B. Memorandum

**RECOMMENDED CITY COUNCIL ACTION:**

City staff recommends the following motion for Council Action:

Move to make the findings in Section V of the March 15, 2011 City Council staff memorandum and, based on these findings, adopt on first reading AN ORDINANCE VACATING A PORTION OF A PUBLIC UTILITY AND DRAINAGE EASEMENT LOCATED ON LOT 2, THIRD REPLAT TO NORTH LAKE FIRST SUBDIVISION TO NORTH LAKE ADDITION, CITY OF LOVELAND, LARIMER COUNTY, COLORADO

**REVIEWED BY CITY MANAGER:**

**FIRST READING: March 15, 2011**

**SECOND READING: \_\_\_\_\_**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE VACATING A PORTION OF A PUBLIC UTILITY AND DRAINAGE EASEMENT LOCATED ON LOT 2, THIRD REPLAT TO NORTH LAKE FIRST SUBDIVISION TO NORTH LAKE ADDITION, CITY OF LOVELAND, LARIMER COUNTY, COLORADO**

WHEREAS, the City Council, at a regularly scheduled meeting, considered the vacation of a portion of a public utility and drainage easement described below, located on Lot 2, Third Replat to North Lake First Subdivision to North Lake Addition, City of Loveland, Larimer County, Colorado; and

WHEREAS, the City Council finds and determines that no land adjoining any easement to be vacated is left without an established public or private easement connecting said land with another established public or private easement; and

WHEREAS, the City Council finds and determines that the portion of public utility and drainage easement to be vacated is no longer necessary for the public use and convenience; and

WHEREAS, the City Council further finds and determines that the application filed at the Development Center was signed by the owners of more than 50% of property abutting the easement to be vacated.

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

Section 1. That the following described portion of a public utility and drainage easement be and the same is hereby vacated:

That part of the Public Utility and Drainage Easement being located within Lot 2, Third Replat to North Lake First Subdivision to North Lake Addition to the City of Loveland, County of Larimer, State of Colorado, to be vacated and being more particularly described as follows:

Considering the Easterly line of Lot 2, Third Replot to North Lake First Subdivision to North Lake Addition as bearing N3Z13'21"W to reference the said replat with all bearings contained herein relative thereto:

Commencing at the Southeast corner of Lot 2, Third Replat to North Lake First Subdivision to North Lake Addition, Thence N3Z13'21"W 10.00 feet along the Easterly line of said Lot 2; Thence S58°07'13"W 45.88 feet to the Point of Beginning; Thence S66°02'15"W 46.90 feet; Thence S75°38'04"E 9.61 feet; Thence N68°43'31"E 13.69 feet; Thence N51°36'58"E 26.52 feet to the Point of Beginning.

Vacated portion of the Public Utility and Drainage Easement contains 193 Square Feet more or less.

Section 2. That as provided in City Charter Section 4-9(a)(7), this Ordinance shall be published by title only by the City Clerk after adoption on second reading unless the Ordinance has been amended since first reading in which case the Ordinance shall be published in full or the amendments shall be published in full. This Ordinance shall be in full force and effect ten days after its final publication, as provided in City Charter Section 4-8(b).

Section 3. That the City Clerk is hereby directed to record the Ordinance with the Larimer County Clerk and Recorder after its effective date in accordance with State Statutes.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2011.

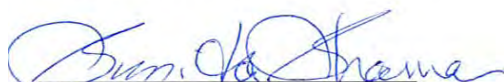
ATTEST:

CITY OF LOVELAND, COLORADO:

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

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

  
Assistant City Attorney





**DEVELOPMENT SERVICES**  
**Current Planning**

500 East Third Street, Suite 310 • Loveland, CO 80537  
 (970) 962-2523 • Fax (970) 962-2945 • TDD (970) 962-2620  
[www.cityofloveland.org](http://www.cityofloveland.org)

**MEMORANDUM**

**TO:** City Council

**FROM:** Troy Bliss, Current Planning Division

**DATE:** March 15, 2011

**SUBJECT:** Lot 2, Third Replat to North Lake First Subdivision to North Lake Addition - Vacation of a portion of public utility and drainage easement

---

**I. EXHIBIT**

1. Vicinity map.
2. Referral agency letters.
3. Vacation exhibit with legal description.

**II. KEY ISSUES**

Staff believes that there are no outstanding issues regarding the requested vacation of this public utility and drainage easement. The portion requested to be vacated will not negatively impact existing utilities. In fact, the portion of easement requested to be vacated contains no public utilities or infrastructure.

**III. PROJECT DESCRIPTION**

The application proposes to vacate a small portion (193 square feet) of a public utility and drainage easement along the rear of Lot 2, Third Replat to North Lake First Subdivision to North Lake Addition. The intent behind this vacation request is to accommodate a portion of the home located on this lot which was built into the easement (see **Exhibit 1**).

#### **IV. BACKGROUND**

The vacation request has been reviewed through the City's Development Review Team (DRT) process. Upon completion of review, the DRT has provided their findings and analysis to City Council as reflected in Section V of this memorandum. The findings and analysis are based off the requirements of Title 16 of the Loveland Municipal Code and all other applicable City standards.

#### **V. FINDINGS**

The following two findings must be met in order for the City Council to vacate the rights-of-way. These findings are included in section 16.36.010.B of the Loveland City Code.

1. *That no land adjoining any right-of-way to be vacated is left without an established public or private right-of-way or easement connecting said land with another established public or private right-of-way or easement.*

##### **Current Planning**

By vacating only a portion of this easement, no adjoining land would be left without a connection of the established public utility and drainage easement. The portion of easement requested to be vacated is small enough to allow for the continuation of the easement.

2. *That the right-of-way or easement to be vacated is no longer necessary for the public use and convenience.*

##### **Current Planning**

The attached vacation exhibit (**Exhibit 3**) indicates no existing public utilities within this portion of easement to be vacated. This vacation request was also referred to Comcast, Qwest, Xcel Energy, and the Greeley & Loveland Irrigation Company. Qwest and the Greeley & Loveland Irrigation Company both provided letters of non-objection to the proposed vacation requested (see **Exhibit 2**).

##### **Transportation Development Review**

The proposed vacation of an existing utility and drainage easement will not negatively impact any of the City's public streets.

##### **Water/Wastewater**

The subject area to be vacated is the City's current service area for both water and wastewater. The Department finds that:

- The existing easement to be vacated does not impact the existing water and wastewater utility configuration within and adjacent to this development.
- The existing easement to be vacated is no longer necessary for public use and convenience.

##### **Power**

There are no existing City of Loveland Power facilities located in the easement to be vacated.

Therefore, the easement to be vacated is no longer necessary for the public use and convenience.

**Stormwater**

A portion of the existing utility and drainage easement, to be vacated, is not used to convey stormwater and thus is not necessary for the public use and conveyance of stormwater.

**VI. RECOMMENDATION**

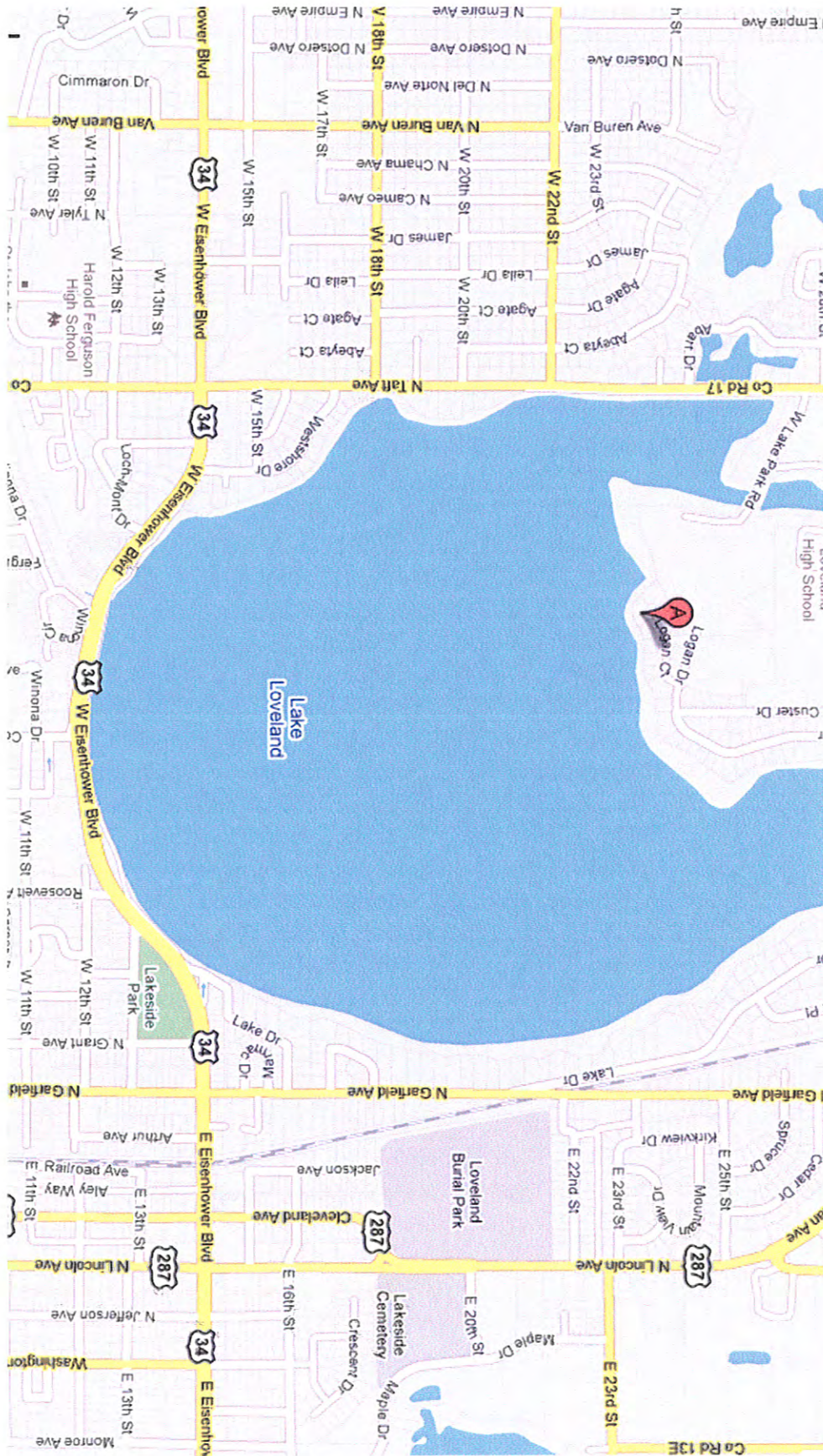
Staff recommends, subject to any further information that may be presented at the public hearing, that City Council approve the vacation ordinance on second reading. Second reading of the ordinance to vacate the portion of this public utility and drainage easement would be scheduled for April 5, 2011.

**VII. CONDITIONS**

No conditions have been recommended by City staff regarding this vacation request.



986 Logan Ct EASEMENT VACATION







PORTION OF HOME BUILT WITHIN THE EASEMENT





Chuck Jack  
3942 Crestone Dr  
Loveland, CO 80537

Dear Mr. Jack,

I have reviewed your exhibit to vacate a portion of the utility easement at 986 Logan Ct. Qwest has no issue with this vacation since our existing facilities are still covered in a utility easement. Please feel free to proceed with vacating that portion of the utility and drainage easement described within your exhibit.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jason Garcia', with a long horizontal flourish extending to the right.

Jason Garcia  
Qwest Sr. Design Engineer  
Network Services

THE GREELEY & LOVELAND IRRIGATION CO.

808 23rd Avenue, Greeley, CO 80634-5922

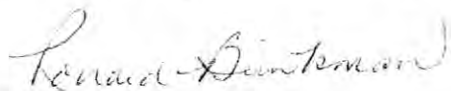
Phone (970) 352-0495 FAX (970) 352-2457

GLIC808@aol.com

To whom it may concern

We have reviewed the proposed easement vacation on the property known as 986 Logan Ct, Loveland, Colorado and shown on the attached survey of the proposed easement vacation prepared by Edmonds Land Surveying dated July 1, 2010.

We have no objection to granting the easement vacation shown on the attached drawing.



Ronald Brinkman  
Secretary/Treasurer  
Greeley and Loveland Irrigation Company

# EXHIBIT A

SHEET 1 OF 2

VACATING THAT PORTION OF THE UTILITY AND DRAINAGE EASEMENT WITHIN  
LOT 2, THIRD REPLAT TO NORTH LAKE FIRST SUBDIVISION TO NORTH LAKE  
ADDITION TO THE CITY OF LOVELAND, COUNTY OF LARIMER, STATE OF COLORADO

A SKETCH OF THIS DESCRIPTION IS SHOWN ON  
EXHIBIT A, SHEET 2 OF 2

**DESCRIPTION OF THE PORTION OF THE UTILITY AND DRAINAGE EASEMENT TO BE VACATED:**

That part of the Utility and Drainage Easement being located within Lot 2, Third Replat to North Lake First Subdivision to North Lake Addition to the City of Loveland, County of Larimer, State of Colorado, to be vacated and being more particularly described as follows:

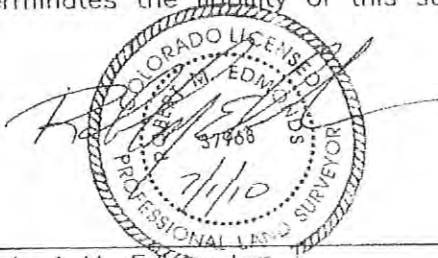
Considering the Easterly line of Lot 2, Third Replat to North Lake First Subdivision to North Lake Addition as bearing N32°13'21"W to reference the said replat with all bearings contained herein relative thereto:

Commencing at the Southeast corner of Lot 2, Third Replat to North Lake First Subdivision to North Lake Addition, Thence N32°13'21"W 10.00 feet along the Easterly line of said Lot 2; Thence S58°07'13"W 45.88 feet to the Point of Beginning; Thence S66°02'15"W 46.90 feet; Thence S75°38'04"E 9.61 feet; Thence N68°43'31"E 13.69 feet; Thence N51°36'58"E 26.52 feet to the Point of Beginning.

Vacated portion of the Utility and Drainage Easement contains 193 Square Feet more or less.

**SURVEYOR'S STATEMENT:**

I, Robert M. Edmonds, a duly registered Professional Land Surveyor in the State of Colorado, do hereby state that this description was prepared by me and any modification of this description terminates the liability of this surveyor.



Robert M. Edmonds  
Colorado Professional Land Surveyor No. 37968

**EDMONDS LAND SURVEYING, INC.**

P.O. BOX 641-KERSEY, CO 80644  
PHONE: (970) 686-6970  
FAX: (970) 284-6802  
www.EdmondsLandSurveying.com

SHEET 1 OF 2

EXHIBIT 3

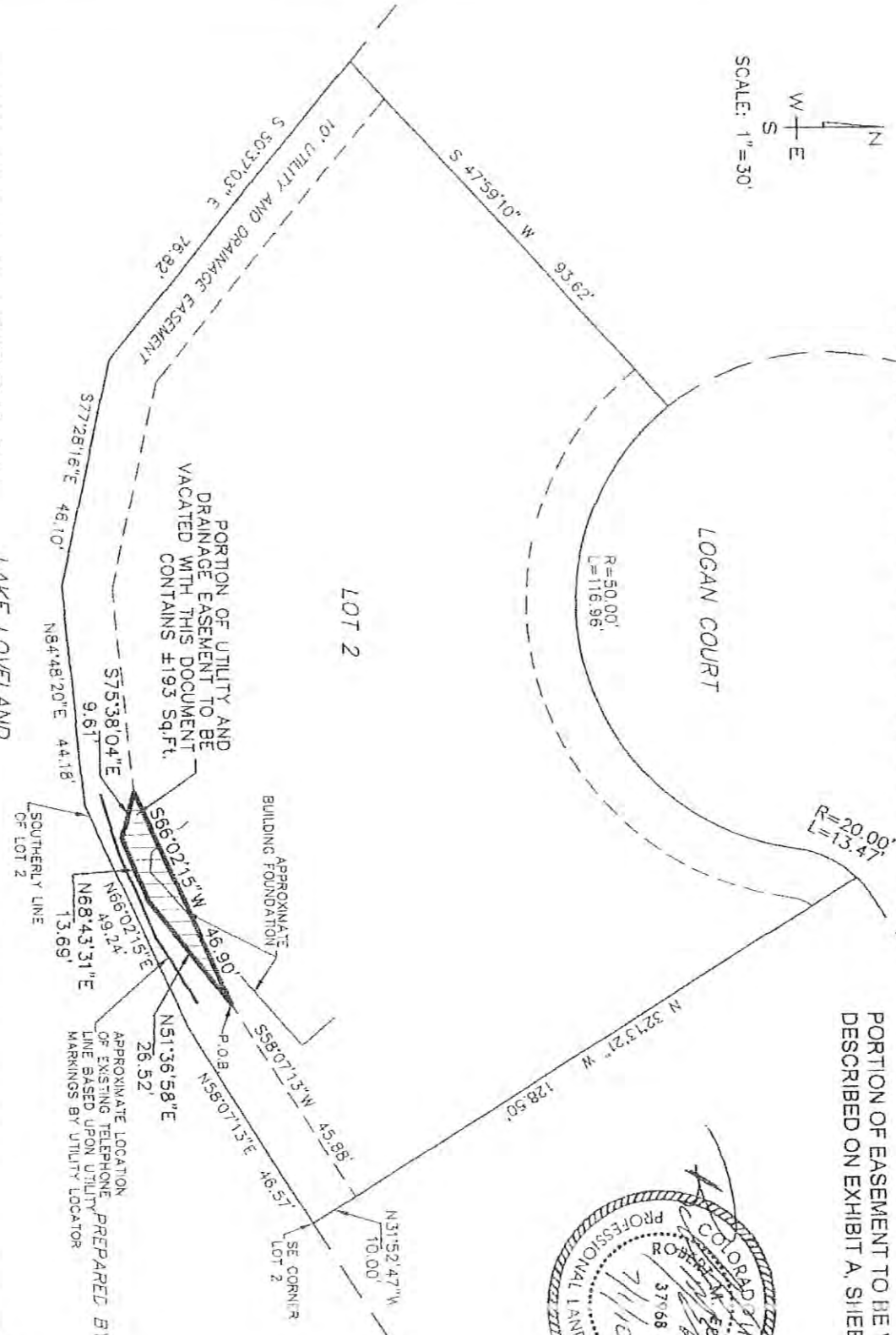
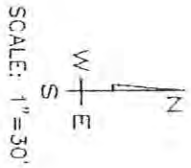


# EXHIBIT A

SHEET 2 OF 2

VACATING THAT PORTION OF THE UTILITY AND DRAINAGE EASEMENT WITHIN LOT 2, THIRD REPLAT TO NORTH LAKE FIRST SUBDIVISION TO NORTH LAKE ADDITION TO THE CITY OF LOVELAND, COUNTY OF LARIMER, STATE OF COLORADO.

PORTION OF EASEMENT TO BE VACATED IS DESCRIBED ON EXHIBIT A, SHEET 1 OF 2



**EDMONDS LAND SURVEYING, INC.**  
 P.O. BOX 641-KERSEY, CO 80644  
 PHONE: (970) 686-6970  
 FAX: (970) 284-6802  
 www.EdmondsLandSurveying.com

LAKE LOVELAND

LOT 2, THIRD REPLAT TO NORTH LAKE FIRST SUBDIVISION TO NORTH LAKE ADDITION TO NORTH LAKE COURT LOVELAND, CO	DATE: 07/01/10	SCALE: 1" = 30'
FORM: 8.5"x11"	DWG BY: RME	PROJ. NO.: 10-0278

SHEET 2 OF 2



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

**AGENDA ITEM:** 5  
**MEETING DATE:** 3/15/2011  
**TO:** City Council  
**FROM:** Greg George, Development Services  
**PRESENTER:** Greg George

**TITLE:**

A public hearing to consider on first reading:  
 AN ORDINANCE AMENDING CITY CODE SECTION 6.28.010 TO LIMIT THE NUMBER OF  
 PETS ALLOWED TO BE KEPT IN RESIDENTIAL DWELLING UNITS

**DESCRIPTION:**

A legislative action to consider adoption, on first reading, of an ordinance amending the current City Code limitations on the number of pet animals that can be kept, housed, or maintained in or upon the premises of any dwelling unit. Code Section 6.28.010 currently only requires that the number of pet animals in a dwelling that are over 4 months of age must be properly maintained in a healthy condition without presenting a health or safety hazard to the owner, keeper or others and without constituting a nuisance to the occupants of neighboring properties. The proposed amendment would remove the exclusion for pet animals under 4 months of age and make minor changes to clarifying the limitation.

**BUDGET IMPACT:**

Yes     No

**SUMMARY:**

City Code Section 6.28.010 of the Municipal Code is enforced by the Larimer Humane Society Animal Control ("Humane Society.") The Humane Society has had difficulty in the past enforcing this section when the pet animals causing the health hazard or nuisance to neighboring properties have been animals younger than four months of age. In addition, it is unclear why pet animals younger than four months should be exempt from this regulation since it is intended to ensure that pet animals are maintained in a healthy condition and do not create a nuisance to neighboring properties. Captain Bill Porter, chief enforcement officer of the Humane Society, supports this amendment and considers it as necessary to ensure that all pet

animals, regardless of age, are maintained in a healthy condition and to adequately address nuisance complaints.

---

**LIST OF ATTACHMENTS:**

- A. Redlined version of Ordinance amending Section 6.28.010 of the Loveland Municipal Code
  - B. Clean version of Ordinance amending Section 6.28.010 of the Loveland Municipal Code
- 

**RECOMMENDED CITY COUNCIL ACTION:**

City staff recommends the following motions for City Council actions:

Move to adopt, on first reading:

AN ORDINANCE AMENDING CITY CODE SECTION 6.28.010 TO LIMIT THE NUMBER OF PET ANIMALS ALLOWED TO BE KEPT IN RESIDENTIAL DWELLING UNITS

**REVIEWED BY CITY MANAGER:**

**FIRST READING:** March 15, 2011

**SECOND READING:** \_\_\_\_\_

**ORDINANCE No.** \_\_\_\_\_

**AN ORDINANCE AMENDING CITY CODE SECTION 6.28.010 TO LIMIT THE NUMBER OF PETS ALLOWED TO BE KEPT IN RESIDENTIAL DWELLING UNITS**

**WHEREAS**, City Code Section 6.28.010 currently provides that pet animals **over** four months of age shall not be kept, housed or maintained within a dwelling in numbers greater than can be properly maintained in a healthy condition without presenting a health or safety hazard to the pet's owner, keeper, or to others, or than can be properly maintained without constituting a nuisance to the occupants of neighboring properties; and

**WHEREAS**, the Larimer County Humane Society ("Humane Society"), under a contract with the City, is responsible for enforcing this Code Section; and

**WHEREAS**, the Humane Society has had difficulty in the past enforcing this Code Section when the pet animals causing the health hazard or nuisance to neighboring properties have been four months of age or younger; and

**WHEREAS**, there exists no rational basis to treat pet animals four months of age or younger differently than older pet animals; and

**WHEREAS**, the proposed amendments to Code Section 6.28.010 would remove this age limitation thereby allowing the Humane Society to enforce Code Section 6.28.010 with respect to all dwelling units where the number of pet animals, regardless of age, being kept, housed or maintained results in a health or safety hazard to the owner or keeper, to the pets, or to any others, or constitutes a nuisance to the occupants of the neighboring properties.

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

**Section 1.** That Section 6.28.010 is hereby amended to read in full as follows:

**6.28.010 Limitations on the number of household pets.**

No person shall keep, house or maintain, in or upon the premises of any residential dwelling unit more pet animals ~~over four months of age~~ than can be properly maintained in a healthy condition without presenting a health or safety hazard to the owner, ~~or keeper,~~ to the pets, or to any others or more pet animals than can be properly maintained ~~and~~ without constituting a nuisance to the occupants of neighboring properties.

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

the amendments shall be published in full. This Ordinance shall be in full force and effect ten days after its final publication, as provided in City Charter Section 4-8(b).

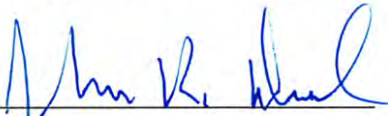
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney

**FIRST READING:** March 15, 2011

**SECOND READING:** \_\_\_\_\_

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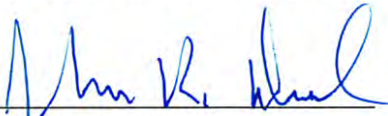
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
City Attorney



**CITY OF LOVELAND**  
MUNICIPAL AIRPORT

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

**AGENDA ITEM:** 6  
**MEETING DATE:** 3/15/2011  
**TO:** City Council  
**FROM:** Jason Licon, Airport Director  
**PRESENTER:** Jason Licon, Airport Director

**TITLE:**

A motion approving Amendment No. 12 to the contract between CH2M Hill, Inc. and the Cities of Loveland and Fort Collins for repackaging and bidding services for the Runway 15-33 Rehabilitation and Runway Safety Area Improvements AIP 3-08-0023-29 at the Fort Collins-Loveland Municipal Airport, and authorizing the City Manager to execute Amendment No. 12.

**DESCRIPTION:**

This is an administrative action to approve an amendment to an existing contract with CH2M Hill for construction management for the FAA Project AIP 29.

**BUDGET IMPACT:**

Yes     No

CH2M Hill's Amendment No. 12 is for \$77,898.00. The Airport's 2011 approved budget contains the necessary appropriations for the expenditure for this Amendment and is reimbursable from the FAA under the AIP 29 grant. The local matching funds necessary for the FAA reimbursement are \$3,895.00 and will come from the Airport's fund balance.

**SUMMARY:**

The Airport's engineering firm is CH2M Hill and is under contract with the Cities of Loveland and Fort Collins to perform various work associated with Airport improvement projects. Amendments to the base contract are approved as each scope of work is negotiated and funded with FAA and state grants. Under the FAA process, engineering contracts are bid every 5 years, and each new scope is cross-checked for a local price to assure competitive pricing. Amendment No.12 is for services to perform construction management of the next phases of airport construction under AIP 29. Because Amendment No. 12, when combined with all previous amendments to the base contract, exceeds the limit of the City Manager's authorization level, City Council is required to review and approve this Amendment. The total contract amount, including amendments 1 - 12, is \$1,535,806.50.



**LIST OF ATTACHMENTS:**

Amendment No. 12 to contract between CH2M Hill, Inc. and the Cities of Loveland and Fort Collins.

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**RECOMMENDED CITY COUNCIL ACTION:**

Adopt a motion approving Amendment No. 12 to the contract dated February 1, 2007 between CH2M Hill, Inc. and the Cities of Loveland and Fort Collins, and authorizing the City Manager to execute Amendment No. 12.

**REVIEWED BY CITY MANAGER:**

**Amendment No. Twelve to Contract  
 Dated February 1, 2007  
 Between  
 CH2M HILL, INC.  
 and  
 The Cities of Fort Collins and Loveland**

The Cities and the Engineer agree to amend their contract for improvements to Fort Collins-Loveland Municipal Airport, Loveland, to include fees for engineering services. The improvement items are included in the Scope of Work of the original contract. The items covered by this amendment are as described on the attached:

**SCOPE OF SERVICES  
 FORT COLLINS - LOVELAND MUNICIPAL AIRPORT**

**REPACKAGE AND BIDDING SERVICES  
 RUNWAY 15-33 REHABILITATION AND RUNWAY SAFETY AREA IMPROVEMENTS  
 AIP 3-08-0023-29**

The Scope of Services and Cost Proposal for this Amendment No. Twelve are attached hereto as Attachments A and B respectively and incorporated herein by reference. The Cities agree to pay the Engineer for the engineering services related to these additional improvements in the following manner:

**PART A – BASIC SERVICES**

A lump sum for **Design Services** ..... \$77,898.00

Notwithstanding anything herein to the contrary, the Engineer understands and acknowledges that full payment for work performed under this Part A is contingent upon the Cities' receipt of a sufficient grant from the FAA in 2011 for the purpose of completing those services set forth in Part A hereof. The Engineer further understands and acknowledges that payment for services rendered under this Part A may be paid for after the issuance of a grant from the FAA.

**PART B – SPECIAL SERVICES (FIELD ENGINEERING)**

Not Required:

All other terms and conditions of the original contract shall remain in effect.  
IN WITNESS WHEREOF, the parties hereto have affixed their signatures this  
\_\_\_\_\_ day of \_\_\_\_\_, 2011.

**SPONSOR:**  
CITY OF LOVELAND, COLORADO

By \_\_\_\_\_  
City Manager

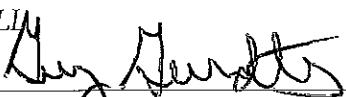
Attest \_\_\_\_\_

CITY OF FORT COLLINS, COLORADO

By \_\_\_\_\_  
Purchasing Agent

Attest \_\_\_\_\_

**ENGINEER:**  
CH2M HILL

By  \_\_\_\_\_

Guy Geerdts, PE - Manager of Aviation Services - West Region

## ATTACHMENT A - AMENDMENT #12

**SCOPE OF SERVICES  
FORT COLLINS - LOVELAND MUNICIPAL AIRPORT  
REPACKAGE AND BIDDING SERVICES  
RUNWAY 15-33 REHABILITATION AND RUNWAY SAFETY AREA IMPROVEMENTS**

AIP 3-08-0023-29

This is an Appendix attached to, made a part of and incorporated by reference with the Agreement between CH2M HILL, Inc. and The Cities of Fort Collins and Loveland, dated February 1, 2011. This Scope of Services is an attachment to Amendment #12 to the Contract. For the remainder of this scope of services, the Cities of Fort Collins and Loveland are collectively referred to as "Owner" and CH2M HILL, Inc. is referred to as "Consultant".

**1. PROJECT DESCRIPTION**

- 1.1 General.** The work is to occur at the Fort Collins - Loveland Municipal Airport (FNL) in Loveland, Colorado. The work will be performed and constructed under a Federal Aviation Administration (FAA) Airport Improvement Program (AIP) grant to the airport. The project consists of repackaging the design of the Runway Rehabilitation project designed in 2010 for bidding in 2011. The work constructed in 2010 as part of the original design will be removed from the design project, and new construction dates and construction phasing plans will be developed. Work constructed in 2010 to be removed includes the Taxiway C widening and a portion of the runway safety area grading.
- 1.2 Employee Rates.** The 2011 hourly wage has been established using the 2010 FAR Compliant rate with an increase of 5.0% for all Per Diem codes rounded up to the nearest whole dollar, as shown in Exhibit 2.

**2. CRITERIA**

- **Reference Information.** The Consultant shall utilize the topographic base information, design survey and Geotechnical Investigations performed under CH2M HILL's Amendment #9 and Amendment #10 for the Runway 15/33 Rehabilitation. Owner will make available for review previous studies addressing pavement, drainage, sub-surface and other issues deemed pertinent by the Consultant. Consultant shall incorporate these previous designs to the extent possible.
- 2.2 Design Criteria.** The Consultant shall develop the design to meet the latest FAA design criteria and updates published at the date of this amendment. Additionally, all improvements should be designed in accordance with the FNL, AASHTO, and CDOT standards as applicable. Where criteria established by the agencies listed above contradict one another, the order shown above will set the precedent of criteria to be used.

**3. SCOPE OF SERVICES**

**Repackage and rebidding of the Runway 15/33 Rehabilitation and Runway Safety Area Project.** The project consists of the repackaging of the already designed runway rehabilitation project. This includes an update of construction plans, technical

specifications, and contract documents to complete the project in 2011 that was originally designed in 2010. Updates to the Runway Safety Area Grading plans, phasing plans and Taxiway plans will be required to remove the work that was constructed in 2010. Additional Stakeholder Involvement will be required to set the dates for the Construction in 2011.

The total project cost is estimated at \$8 million. A total of 5 federal and 1 non-federal bidding schedules will be prepared to provide flexibility in the award of the Contract, based on available funding.

**Update Airport Layout Plan (ALP) and Disadvantaged Business Enterprise (DBE) Plan for 2011.** The Consultant shall update the ALP at the conclusion of the project and incorporate revisions necessary to reflect the Consultant's design. The Consultant will also update the DBE Plan and Goals for incorporation into the 2011 project.

**Update Capital Improvement Plan (CIP) for 2012-2017.** The Consultant shall update the CIP plan to incorporate the updates made by the FAA and Owner. The plan will include updates to the FAA-eligible plan only. Cost updates for each project will be included based on updated construction costs.

- 3.1 Scope Development.** Consultant shall develop the project scope to ensure all necessary aspects of the project are included. The scope development task includes:
1. Scoping Meeting with Owner and FAA(if available - 1 meeting)
  2. Consultant Scope Development
  3. Cost Proposal Development
  4. Owner/Consultant Negotiations
- 3.2 Project Administration.** Consultant shall provide project management services to ensure the completion of the design within the conditions of this agreement. Internal management duties shall include, but are not limited to:
1. Program Development
  2. Project start up meeting (kickoff)
  3. Project Budget setup
  4. Monthly budget review/ projections
  5. Billing
- 3.2.1** Consultant shall prepare, submit for Owner acceptance, and maintain a detailed design schedule detailing the Consultant's scheduled performance of the Work.
- 3.2.2** Consultant shall provide the Owner with a Monthly Progress Report, in writing, reporting on Consultant's progress and any problems in performing the Work of which the Consultant becomes aware. The Monthly Progress Report shall include an update of the project schedule as described in Section 3.1.1, when schedule changes are expected.
- 3.2.3** Consultant shall develop a Quality Control Plan (QCP) for the Project. The QCP shall include project instructions, milestone checking and peer review procedures at each phase of the project.
- 3.2.4** Project Closeout to include the following items:

- 3.2.4.1 Archive Project Information including files, electronic documents and drawings. Provide Owner all electronic drawings in AutoCAD Format.
- 3.2.4.2 Set up and attend a project closeout meeting to discuss project performance and lessons learned with the client and other stakeholders as necessary.

### 3.3 Repackage Phase

The repackage phase will begin upon a signed Contract between the Consultant and the Owner.

The repackage phase will be completed prior to the Bidding Phase.

- 3.3.1 **CIP Plan.** Consultant shall meet with the Airport staff to update the 6-year Capital Improvement Plan (CIP). The update shall include preparation of revised cost estimates and drawings to reflect the current program to be submitted to the FAA for approval. Project team visits to develop an accurate CIP will be a separate site visit, to be attended by the Project Manager and the Staff Engineer 2.
- 3.3.2 **DBE Plan.** Consultant shall develop and submit the Airport disadvantaged business enterprise (DBE) annual goals summary and report for 2011. Consultant shall also submit a copy of the summary and report to the FAA. Consultant shall place a Notice of DBE goals in the paper(s) but the fees will be billed to the Airport.
- 3.3.3 **ALP Update.** Consultant shall update the Airport Layout Plan (ALP) with the new construction on the project. It is assumed that no modification of the ALP to areas outside of the proposed construction areas will be made by the Consultant. Sheets to be updated include:
  - 1. Airport Data Tables
  - 2. Airport Layout Plan
  - 3. Terminal Area Plan
- 3.3.4 **Grant Application.** Consultant shall develop and submit FAA grant application for construction of the project. The existing Exhibit "A" Property Map will be attached to the grant applications. The only change to Exhibit "A" will be the inclusion of the AIP grant number in the title block.
- 3.3.5 **Stakeholder Involvement.** Consultant will coordinate options for Construction of the project and the schedule for Runway closure with Stakeholders at the Airport. Three options for constructing the project will be provided to Allegiant and the Denver Jet Center for comment. After receiving comments from the airport stakeholders, a final construction closure timeframe will be coordinated with the stakeholders.
- 3.3.6 **Categorical Exclusion Checklist.** Consultant shall utilize the "Cat Ex" already prepared in 2010 for the project site, with no updates.
- 3.3.7 **Update to Design Drawings for Bid.** The Consultant will modify the Design Drawings prepared under Amendment #10 in preparation for bidding of the

revised project. Updated will be required to each of the drawings shown in **BOLD**:

**Cover Sheet (1 sheet)**  
**Index to Drawings, Quantities, and Abbreviations (1 sheet)**  
**Staging and Contractor Access Plan (1 sheet)**  
**Overall Project Site Plan (1 sheet)**  
**Project Schedule Site Plan (1 sheet)**  
**Construction Safety Plan (1 sheet)**  
**Construction Phasing Plan (2 sheets)**  
**Construction Control Details (1 sheet)**  
**Survey Control Plan (1 sheet)**  
**Demolition/Milling Plan (10 sheets)**  
**Typical Sections (5 sheets)**  
**Pavement Construction Details (2 sheets)**  
**Runway 15/33 Plan and Profile (10 sheets)**  
**Connectors Plan and Profile/Paving/Grading (5 sheets)**  
**\*\* Remove Sheet \*\* Taxiway C Widening Plan and Grading (1 sheet)**  
**Runway Safety Area Grading Plans (10 sheets)**  
**Borrow Area Grading Plans (2 sheets)**  
**Detention Pond Grading Plans (2 sheets)**  
**Under Drain Plan and Details (8 sheets)**  
**Drainage Details (3 sheets)**  
**Runway Grooving Plan and Details (3 sheets)**  
**Pavement Marking Plan (6 sheets)**  
**Pavement Marking Details (2 sheets)**  
**Fencing Plan and Details (2 sheets)**  
**Segmented Circle Plan and Details (2 sheets)**  
**Electrical Legend and General Notes (1 sheet)**  
**\*\* Remove Sheet \*\* Backup Generator Details (2 sheets)**  
**\*\* Remove Sheet \*\* Relocate and Upgrade Airport Beacon Plan and Details**  
**Electrical Layout Plans (12 sheets)**  
**Electrical Details (10 sheets)**  
 Total Sheet Count: 110

- 3.3.8 **Update Technical Specifications.** Consultant shall use the technical specifications from the 2010 project. Updates will be required to make the specifications up to date in regards to the recent FAA Change, Notice 10E, released September 8, 2010. Specifications will be completely in accordance with Advisory Circular 150/5370-10E, Standards for Specifying Construction of Airports and FNL standards.
- 3.3.9 **Update Contract Documents, General Provisions, and Special Provisions.** Consultant shall use the above documents from the 2010 project. Updates will be required to the General Provisions and Special Provisions to make them up to date in regards to the recent FAA Change, Notice 10E, released September 8, 2010. The Contract Documents will be updated for the new schedules of work, bidding dates, and construction phasing dates. The documents will include:

Invitation for Bids  
 Instruction to Bidders  
 Proposal  
 Bid Documents  
 Notice of Award  
 Contract Agreement  
 Performance and Payment Bonds  
 Notice to Proceed  
 Notice of Contractor's Settlement  
 Wage Rates  
 Special Provisions  
 General Provisions

- 3.3.10 **Construction Cost Estimate.** Consultant shall recalculate the project quantities and divide the work into Schedules of Work. Cost updates and quantities will be provided for each bid schedule, to include the following:
- Schedule I – Rehabilitate Runway 15/33 and Improve Runway Safety Area
  - Schedule II – Install RW 33 Blast Pad
  - Schedule III – Electrical Improvements
  - Schedule IV – Install Runway Weather Information System
  - Schedule V – Non Federal – Install Perimeter Security Fence
- 3.3.11 **Engineering Design Report.** Consultant shall use the prepared report in 2010 as a basis for the Engineering Design Report. The report will be updated for the current project and submitted to the FAA for approval.
- 3.3.12 **Construction Operational Safety Plan.** Consultant shall update the plan with current data for the project and submit the plan to the FAA for approval.
- 3.3.13 **Peer Review.** Consultant shall conduct a Peer and Quality Control Review for the efforts performed in the Repackage Phase. Consultant shall assign individuals who have not worked on the development of the Drawings and Specifications and who have not played a significant role in their development. However, the individuals assigned to the Peer and Quality Control Review shall be thoroughly familiar with the intent of the Drawings and Specifications
- 3.3.14 **Repackage Deliverables.** Consultant shall make a total of ten (10) copies and submit four (4) copies of the deliverables to Fort Collins - Loveland Municipal Airport and one (1) copy to the FAA. Deliverables include:
- Plans – Half Size (11" x 17")
  - Contract Documents and Technical Specifications
  - Cost Estimate
  - Engineering Design Report and Geotechnical Report
  - Construction Operational Safety Plan
- 3.3.15 **Plan-in-Hand Review Meeting.** Consultant shall conduct a Plan-in-Hand review at the Repackage design completion with Airport personnel to solicit comments on the final design. The Consultant shall schedule an inspection of the project site with the Airport and the FAA (if available) to review other elements of the design. It is anticipated 5 staff members will attend the Plan-In-Hand



review (PM, Staff Engineer 3, Drainage Engineer, Electrical Engineer, and the Staff Engineer 2).

### 3.4 Bidding Documents Phase

#### 3.4.1 Period of Service

3.4.1.1 After approval from the Owner of the Repackage Phase plans and specifications, Consultant shall proceed with the performance of the services called for in the Bidding Documents Phase and shall deliver required deliverables under this phase, within the stipulated period indicated in the Schedule.

#### 3.4.2 Final Drawings, Specifications and Other Deliverables

3.4.2.1 Consultant shall prepare, for incorporation in the Contract Documents, final drawings (hereafter called "Drawings"), contract documents, technical specifications, General Provisions and Special Provisions to show the work to be furnished and performed by the Contractor, on the basis of the accepted Repackage Design documents.

3.4.2.2 Consultant shall provide a final cost estimate. Consultant shall update the estimates of Construction Costs, and finalize the cost Schedule breakdown based on expected funding. The Cost estimate, bid quantities, proposal form, and drawings shall incorporate up to 4 separate schedules of work.

3.4.2.3 Consultant shall provide a final modification to standards and submit it to the FAA for approval. Consultant shall provide the modifications to FAA design standards and modifications to FAA technical specifications on standard FAA forms

3.4.2.4 Consultant shall prepare a Project Certification to the FAA that design of the project included the Grant Assurances and that grant eligible/ineligible items have been identified prior to issuance of documents for bid.

#### 3.4.3 Reproduce Plans and Specifications for Project Bid.

Deliverables. Consultant shall make a total of fifteen (15) copies and submit four (4) copies of the deliverables to Fort Collins - Loveland Municipal Airport, one copy to the FAA, and four (4) copies to local plan rooms. A CD of all the deliverables will also be prepared and delivered to the City of Loveland Purchasing department for their use in placing the documents on the "bid net" system. Deliverables include:

Plans - Half Size (11" x 17")

Plans - Full Size (22" x 34") for plan rooms

Contract Documents and Technical Specifications

Cost Estimate (to FAA and Airport only)

Geotechnical Report (Included as Appendix to Tech Specs)

Construction Operational Safety Plan (included as Appendix to Tech Specs)

**4 BIDDING PHASE**

4.1 Bid Assistance. The Consultant shall:

- 4.1.1 Assist Airport in advertising the project by preparing and submitting an advertisement for the local newspaper. Airport will be responsible for payment of any advertising costs.
- 4.1.2 Prepare pre-bid agenda and conduct pre-bid conference and pre-bid site visit for four staff members at the Airport, to include a detailed discussion of the project including:
- Phasing (including preparation of visual aids)
  - Discussion of liquidated damages.
  - Safety on the airport, contractor staging and access/communication control
  - Federal Bidding requirements, including bid bond, Davis Bacon Wage Rates, Insurance requirements
  - Description of work, including discussion of technical specification updates in materials and mix designs for P-401 Asphalt, P-209 Aggregate Base, P-157 Fly-Ash Stabilized sub grade, P-152 excavation and embankment, etc...
  - Conduct site visit and answer Contractor Questions
- 4.1.3 Answer all Contractor questions and supply trade magazines with information on project, such as bid date and time, quantities and type of work, federal requirements, and plan holders list. Coordinate this information with the Airport.
- 4.1.4 Maintain a plan holders list and a list of submitted Contractor questions for clarification in the written addenda.
- 4.1.5 Issue up to three written addenda as appropriate to interpret, clarify or expand the bidding documents, including allowable substitutions of materials and equipment. Send written addenda to all plan holders.
- 4.1.6 Assist Airport in evaluating bids or proposals for each separate prime contract for construction, materials, equipment and services.
- 4.1.7 Prepare a bid tabulation following the bid opening and distribute the bid tabulation to the Airport and FAA.
- 4.1.8 Consultant shall consult with and advise Airport as to the acceptability of subcontractors, DBE subcontractors, and other persons and organizations proposed by the prime contractor(s)- (hereinafter called "Contractor[s]") for

those portions of the work as to which such acceptability is required by the bidding documents. Consultant shall make recommendations for award and assist in assembling and awarding the contracts for construction, materials, equipment and services. Work includes a written notice of contractor award recommendation.

- 4.1.9 Where Bids Exceed Budget: Consultant shall advise the Airport of possible action should the lowest responsible, responsive bid received from a contractor exceed the Airport's budget for the work to be performed by that contractor. The Consultant will also aid the airport in reviewing the available funding and recommend which bid schedules could be awarded.
- 4.2 Prepare Conformed Issue for Construction Set: The Consultant will revise the Issue for Bid documents with any addenda and prepare a final Issue for Construction set. Ten (10) copies shall be prepared for distribution to Contractors, four (4) copies for the Owner and one copy for the FAA. Furnish complete sets of approved drawings, specifications, contracting documents, and construction operational safety plan to the Airport for the construction of the project. The ten (10) copies for Contractor distribution will include five (5) full-size drawings and five (5) half size drawings, the four (4) copies to the owner will include half-size drawing sets, the one set to the FAA will include a half-size drawing set.

## 5. SERVICES DURING CONSTRUCTION

5.1 No services during construction are included in this scope of services.

## 6. LIST OF ATTACHMENTS

6.1 Attachment B - Engineering Fee Proposal

6.2 Exhibit 2 - CH2M HILL 2010-2011 FAR COMPLIANT HOURLY RATES

## 7. PROPOSED DESIGN SCHEDULE

7.1 Stakeholder Involvement - Complete by January 28, 2011

7.2 Repackage Review meeting - Wednesday February 23, 2011

7.3 Bid Documents available to Contractors - Wednesday March 2, 2011

7.4 Pre-Bid Conference - Wednesday March 16, 2011

7.5 Bid Opening - Thursday March 31, 2011 at 2 pm

ATTACHMENT B - ENGINEERING FEE PROPOSAL FORT COLLINS - LOVELAND MUNICIPAL AIRPORT REPACKAGE AND BIDDING SERVICES RUNWAY 15-33 REHABILITATION AND RUNWAY SAFETY AREA IMPROVEMENTS AIP PROJECT 3-08-0023-29													
A	B	C	D	E	F	G	H	I	J	K	L	M	N
1	Summary												
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22	261	262	263	264	265	266	267	268	269	270	271	272	273
23	274	275	276	277	278	279	280	281	282	283	284	285	286
24	287	288	289	290	291	292	293	294	295	296	297	298	299
25	300	301	302	303	304	305	306	307	308	309	310	311	312
26	313	314	315	316	317	318	319	320	321	322	323	324	325
27	326	327	328	329	330	331	332	333	334	335	336	337	338
28	339	340	341	342	343	344	345	346	347	348	349	350	351
29	352	353	354	355	356	357	358	359	360	361	362	363	364
30	365	366	367	368	369	370	371	372	373	374	375	376	377
31	378	379	380	381	382	383	384	385	386	387	388	389	390
32	391	392	393	394	395	396	397	398	399	400	401	402	403
33	404	405	406	407	408	409	410	411	412	413	414	415	416
34	417	418	419	420	421	422	423	424	425	426	427	428	429
35	430	431	432	433	434	435	436	437	438	439	440	441	442
36	443	444	445	446	447	448	449	450	451	452	453	454	455
37	456	457	458	459	460	461	462	463	464	465	466	467	468
38	469	470	471	472	473	474	475	476	477	478	479	480	481
39	482	483	484	485	486	487	488	489	490	491	492	493	494
40	495	496	497	498	499	500	501	502	503	504	505	506	507
41	508	509	510	511	512	513	514	515	516	517	518	519	520
42	521	522	523	524	525	526	527	528	529	530	531	532	533
43	534	535	536	537	538	539	540	541	542	543	544	545	546
44	547	548	549	550	551	552	553	554	555	556	557	558	559
45	560	561	562	563	564	565	566	567	568	569	570	571	572
46	573	574	575	576	577	578	579	580	581	582	583	584	585
47	586	587	588	589	590	591	592	593	594	595	596	597	598
48	599	600	601	602	603	604	605	606	607	608	609	610	611
49	612	613	614	615	616	617	618	619	620	621	622	623	624
50	625	626	627	628	629	630	631	632	633	634	635	636	637
51	638	639	640	641	642	643	644	645	646	647	648	649	650
52	651	652	653	654	655	656	657	658	659	660	661	662	663
53	664	665	666	667	668	669	670	671	672	673	674	675	676
54	677	678	679	680	681	682	683	684	685	686	687	688	689
55	690	691	692	693	694	695	696	697	698	699	700	701	702
56	703	704	705	706	707	708	709	710	711	712	713	714	715
57	716	717	718	719	720	721	722	723	724	725	726	727	728
58	729	730	731	732	733	734	735	736	737	738	739	740	741
59	742	743	744	745	746	747	748	749	750	751	752	753	754
60	755	756	757	758	759	760	761	762	763	764	765	766	767
61	768	769	770	771	772	773	774	775	776	777	778	779	780
62	781	782	783	784	785	786	787	788	789	790	791	792	793
63	794	795	796	797	798	799	800	801	802	803	804	805	806
64	807	808	809	810	811	812	813	814	815	816	817	818	819
65	820	821	822	823	824	825	826	827	828	829	830	831	832
66	833	834	835	836	837	838	839	840	841	842	843	844	845
67	846	847	848	849	850	851	852	853	854	855	856	857	858
68	859	860	861	862	863	864	865	866	867	868	869	870	871
69	872	873	874	875	876	877	878	879	880	881	882	883	884
70	885	886	887	888	889	890	891	892	893	894	895	896	897
71	898	899	900	901	902	903	904	905	906	907	908	909	910
72	911	912	913	914	915	916	917	918	919	920	921	922	923
73	924	925	926	927	928	929	930	931	932	933	934	935	936
74	937	938	939	940	941	942	943	944	945	946	947	948	949
75	950	951	952	953	954	955	956	957	958	959	960	961	962
76	963	964	965	966	967	968	969	970	971	972	973	974	975
77	976	977	978	979	980	981	982	983	984	985	986	987	988
78	989	990	991	992	993	994	995	996	997	998	999	1000	1001

A	B	C	D	E	F	G	H	I	J	K	L	M	N
<b>ATTACHMENT B - ENGINEERING FEE PROPOSAL</b>													
<b>FORT COLLINS - LOVELAND MUNICIPAL AIRPORT</b>													
<b>REPACAGE AND BIDDING SERVICES</b>													
<b>RUNWAY 15-33 REHABILITATION AND RUNWAY SAFETY AREA IMPROVEMENTS</b>													
<b>AIP PROJECT 3-08-0023-29</b>													
5	73.3.15	Plan-In-kind Review Meeting	24	6	6	6	28	70	14	0	0	0	\$3,402.00
6	68	Estimated Total Labor	312	42	14	119	28	70	14	0	0	0	\$3,584.00
7	69	Production Copier											\$200.00
8	70	Binding											\$50.00
9	71	Postage and Freight											\$500.00
10	72	Estimated Total Expenses	170										\$85.70
11	73	Mileage											\$56.70
12	74	Estimated Total Travel											\$56.70
13	75	Total Repackage Phase		\$6,885.00	\$1,824.00	\$13,572.00	\$4,032.00	\$5,890.00	\$1,708.00	\$0.00			\$38,950.70
14	76												
15	77												
16	78	<b>Bid Documents Phase</b>											
17	79	3.4.2.1 Final Drawings, Specifications and Other Deliverables	64	4	12	4	4	16	16				\$7,676.00
18	80	3.4.2.2 Final Cost Estimate	10	2	2	2	2	2					\$1,358.00
19	81	3.4.2.3 Final Modification Standards	4	2	2	2	2	2					\$552.00
20	82	3.4.2.4 Prepare Project Certification and Grant Assurances	4	2	2	2	2	2					\$1,628.00
21	83	3.4.5 Reproduce Plans and Specifications for Project Bid	16	6	22	6	6	24	20				\$60.00
22	84	Estimated Total Labor	88	14	22	6	6	24	20	0			\$500.00
23	85	Production Copier											\$50.00
24	86	Binding											\$50.00
25	87	Postage and Freight											\$100.00
26	88	Estimated Total Expenses											\$100.00
27	89	Mileage											\$73.40
28	90	Estimated Total Travel											\$73.40
29	91	Total Bid Documents Phase		\$2,295.00	\$0.00	\$780.00	\$864.00	\$2,016.00	\$2,440.00	\$0.00			\$12,645.40
30	92												
31	93												
32	94												
33	95												
34	96	<b>Bidding Phase</b>											
35	97	4.1.1 Bid Invitations/Advertisement	4										\$478.00
36	98	4.1.2 Pre-Bid Conference/Site Visit	12	0	0	0	0	0					\$1,606.00
37	99	4.1.3 Answer Contractor Questions, supply info to trade magazines	22	2	2	2	2	4					\$2,720.00
38	100	4.1.4 Maintain Plan Holders List	4	2	2	2	2	2					\$552.00
39	101	4.1.5 Issue Addendum	8	2	2	2	2	2					\$3,012.00
40	102	4.1.6 Bid Evaluation	4	2	2	2	2	2					\$1,124.00
41	103	4.1.7 Bid Tabulation	4	2	2	2	2	2					\$795.00
42	104	4.1.8 Prepare Recommendation of Award	6	2	2	2	2	2					\$2,712.00
43	105	4.2 Prepare Contract Issue for Construction Set	24	4	4	4	4	8					\$400.00
44	106	Estimated Total Labor	110	20	44	8	8	20	10	0			\$13,988.00
45	107	Outside Reproductions - Full Size Drawings											\$400.00
46	108	Production Copier											\$100.00
47	109	Binding											\$50.00
48	110	Postage and Freight											\$50.00
49	111	Estimated Total Expenses											\$900.00
50	112	Mileage											\$173.40
51	113	Estimated Total Travel											\$173.40
52	114	Total Bidding Phase		\$3,280.00	\$0.00	\$5,142.00	\$1,152.00	\$558.00	\$1,220.00	\$0.00			\$14,341.40

**EXHIBIT 2**  
**CH2M HILL 2010-2011 FAR COMPLIANT HOURLY RATES**  
**UPDATED AS OF MAY 17, 2010**

Labor Resource	Per Diem	Functional Category	Local Denver 2010 Rates	Projected 2011 Rates (5%)
Rue, Dean	2	Principal		
Rose, Dave	2	Principal	\$ 248.00	\$ 261.00
Geerdts, Guy	3	Sr. Consultant	\$ 217.00	\$ 228.00
Thompson, John	4	Sr. Project Manager	\$ 186.00	\$ 196.00
Stewart, Doug	4	Sr. Drainage Engineer	\$ 172.00	\$ 181.00
VanHercke, Bill	5	Project Manager		
Martin, Ryan	5	Project Manager	\$ 156.00	\$ 164.00
Lamutt, Mark	5	Project Manager		
Gamet, Carla	5	Project Manager		
Southwick, Mike	5	Electrical Engineer	\$ 137.00	\$ 144.00
Picard, Chad	6	Staff Engineer 3	\$ 123.00	\$ 130.00
Harry, Joel	7	Staff Engineer 2		
Campbell, Jeffrey	7	Staff Engineer 2	\$ 111.00	\$ 117.00
Keas, Robert	7	Staff Engineer 2		
Rivera, Chris	7	Staff Engineer 2		
Taylor, Anna	7	Staff Engineer 2		
Hansen, Matt	8	Staff Engineer 1	\$ 92.00	\$ 97.00
Brown, Marty	8	Staff Engineer 1		
Hoppe, Molly	9	Associate Engineer	\$ 77.00	\$ 81.00
Dodge, Chris	9	Associate Engineer		
Robbins, Lon	5	Drainage Engineer	\$ 135.00	\$ 142.00
Bernard, Dave	11	Senior Tech	\$ 106.00	\$ 112.00
Bartlett, Brian	12	Senior Tech		
Waziri, Sam	13	Cad Tech	\$ 80.00	\$ 84.00
Vlcek, Darrin	13	Cad Tech		
Mc Gurn, Rosemary	7	Contracts	\$ 116.00	\$ 122.00
Sage, Gretchen	5	Contracts		
Derrick, Cheryl	8	Project Accountant	\$ 66.00	\$ 70.00
Kluger, Boni	8	Project Accountant		
Trudy Hill	19	Project Accountant		
La Riviere, Loretta	19	Project Assistant	\$ 86.00	\$ 91.00
Decker, Ranae	12	Project Assistant		
Carlson, Linda	13	Project Assistant		
Vogt, Andrew	5	Field Supervisor	\$ 136.00	\$ 143.00
Schwartz, Mike	4	Sr. Inspector	\$ 168.00	\$ 177.00
Reno, Kurt	7	Field Inspector	\$ 115.00	\$ 121.00
Sands, Bill	11	Field Inspector		



**CITY OF LOVELAND**  
**PUBLIC WORKS DEPARTMENT**  
 Administration Offices • 410 East Fifth Street • Loveland, Colorado 80537  
 (970) 962-2555 • FAX (970) 962-2908 • TDD (970) 962-2620

**AGENDA ITEM:** 7  
**MEETING DATE:** 3/15/2011  
**TO:** City Council  
**FROM:** Keith Reester, Public Works Department  
**PRESENTER:** Keith Reester, Public Works Department

**TITLE:**

A motion awarding a contract to Colorado Mack Sales and Service, Inc. in the total amount of \$518,526 for two solid waste collection trucks, and authorizing the City Manager to sign the contract on behalf of the City.

**DESCRIPTION:**

This is an administrative action to award a contract to Colorado Mack Sales and Service, Inc. for two replacement trucks needed for the collection of refuse, recyclables and yard debris, and to authorize the City Manager to sign the contract. The total purchase price is \$518,526.

**BUDGET IMPACT:**

Yes  No

Funds required for this contract were appropriated in the 2011 Budget previously approved by City Council.

**SUMMARY:**

The Solid Waste Division needs to replace two refuse trucks that were purchased in 2002. After nine years of intensive daily use, these trucks are experiencing excessive maintenance costs and need to be replaced. These trucks will be sole-sourced from the same vendor in order to provide for interchangeability and compatibility with the City's current fleet, and to reduce the City's financial investment in terms of repair and replacement parts and technical expertise. In accordance with City Code Section 3.12.070.C., a sole source justification has been approved by the City Manager and placed in the City's procurement files.

**LIST OF ATTACHMENTS:**

None

**RECOMMENDED CITY COUNCIL ACTION:**

Adopt a motion awarding a contract to Colorado Mack Sales and Service, Inc. in the total amount of \$518,526 for two waste collection trucks, and authorizing the City Manager to sign the contract on behalf of the City.

**REVIEWED BY CITY MANAGER:**





**CITY OF LOVELAND**  
**PUBLIC WORKS DEPARTMENT**  
 Administration Offices • 410 East Fifth Street • Loveland, Colorado 80537  
 (970) 962-2555 • FAX (970) 962-2908 • TDD (970) 962-2620

**AGENDA ITEM:** 8  
**MEETING DATE:** 3/15/2011  
**TO:** City Council  
**FROM:** Dave DeBaere, Department of Public Works/Engineering  
**PRESENTER:** Keith Reester

**TITLE:**

A Resolution granting a revocable permit to Dark Comm, LLC for use of certain rights-of-way within the City of Loveland

**DESCRIPTION:**

This is an administrative action to grant a revocable permit to Dark Comm, LLC for installation of a fiber optic line within certain City-owned rights-of-way to provide Internet service to individuals living outside of Loveland city limits.

**BUDGET IMPACT:**

Yes     No

**SUMMARY:**

Dark Comm, LLC has requested permission from the City to install a fiber optic line within certain City-owned rights-of-way to provide Internet service to individuals living outside of Loveland city limits. Because this installation will not provide “cable service,” as that term is defined by federal law, to customers located within Loveland City limits, Dark Comm is not required to obtain a franchise agreement from the City. City staff recommends that City Council, acting under its authority pursuant to City Charter Section 14-2, grant Dark Comm a revocable license to install its fiber optic line within certain City-owned rights-of-way under terms and conditions that protect the City from incurring any costs associated with the installation and maintenance of the fiber optic line.

The annual administrative fee for the revocable permit is \$100. The annual use fee for the revocable permit is \$195 and has been calculated by taking the dollar value of the square foot of City right-of-way (currently valued at \$13 per square foot), multiplied by the percent of the right-of-way width used by Dark Comm (calculated by dividing a 14-foot wide permit area by the total

normal right-of-way width of 140 feet), multiplied by the length of fiber optic line installed in feet within the City. The annual use fee is subject to review and adjustment on an annual basis.

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**LIST OF ATTACHMENTS:**

Resolution

Revocable Permit (attached to the Resolution as Exhibit A)

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**RECOMMENDED CITY COUNCIL ACTION:**

Adopt the Resolution

**REVIEWED BY CITY MANAGER:**

**RESOLUTION #R-17-2011**

**A RESOLUTION GRANTING A REVOCABLE PERMIT TO DARK COMM, LLC FOR USE OF CERTAIN RIGHTS-OF-WAY WITHIN THE CITY OF LOVELAND**

**WHEREAS**, Section 14-2 of the City of Loveland Charter provides that the City of Loveland may grant a revocable permit or license at any time for the temporary use or occupation of any street, alley, other public way, or City-owned place; and

**WHEREAS**, Dark Comm, LLC has requested that the City grant it a revocable permit for use of certain City rights-of-way to install a fiber optic line to provide Internet service to its customers located outside the City of Loveland; and

**WHEREAS**, Dark Comm, LLC does not intend to provide cable, Internet, or telecommunications services within the City of Loveland, and the City Council does not authorize Dark Comm, LLC to provide cable, Internet, or telecommunications services within the City of Loveland, to the extent such authorization is required; and

**WHEREAS**, the City Council is willing to grant Dark Comm, LLC the right to use certain City rights-of-way for the purposes set forth above on the terms and conditions stated in the Revocable Permit.

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

**Section 1.** That the Revocable Permit, attached hereto as Exhibit A and incorporated herein by reference (“Revocable Permit”), is hereby approved.

**Section 2.** That the Mayor and the City Clerk are hereby authorized and directed to execute the Revocable Permit on behalf of the City of Loveland.

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

ADOPTED this 15<sup>th</sup> day of March, 2011.

\_\_\_\_\_  
Cecil A. Gutierrez, Mayor

ATTEST:

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

APPROVED AS TO FORM:

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Assistant City Attorney

## Exhibit A

### REVOCABLE PERMIT

THIS REVOCABLE PERMIT ("Permit") is made and executed this 15<sup>th</sup> day of March, 2011, by and between the CITY OF LOVELAND, a Colorado municipal corporation ("City"), and DARK COMM, LLC, a Colorado limited liability company ("Permittee").

#### Article One

#### GENERAL PROVISIONS

1.01 The City, for and in consideration of the sum of One Hundred Dollars (\$100) annual administrative fee and the payment, in advance, of an annual use fee of One Hundred and Ninety-five Dollars (\$195) based upon the formula as set forth in Article Two hereof, and other good and valuable consideration, does hereby grant to the Permittee a revocable, temporary Permit to use certain portions of the dedicated rights-of-way within the City of Loveland, Colorado as described on Exhibit A, attached hereto and incorporated herein by this reference, for the construction and maintenance of fiber optic lines and related appurtenances. The route of said lines and the particular premises subject to this Permit, as well as the specifications and manner of installation of the lines and appurtenances which may be constructed thereon, are described and identified on Exhibit A. This Permit shall be for the sole and exclusive purpose of using the premises as described and depicted on said plans attached hereto as Exhibit A and for no other purpose and in no other manner whatsoever. This Permit shall apply to those portions of the route of said lines as shown on Exhibit A which are presently in the City and, upon annexation, to those portions of said route which become located within the City, if any. This Permit shall not constitute the City's authorization for the sale or provision of any cable, Internet, or telecommunications services within the City by the Permittee to the extent such authorization is required.

1.02 This Permit shall be effective on March 15, 2011, and shall be revocable by the Council of the City of Loveland at its pleasure, with or without cause, upon which revocation the Permittee shall vacate said premises and remove all effects and improvements therefrom at the Permittee's cost as hereinafter provided.

#### Article Two

#### CONSIDERATION, FEES, TAXES, AND ASSESSMENTS

2.01 The Permittee hereby agrees that, in consideration for the granting of this Permit, the Permittee shall pay to the City:

- (a) The sum of One Hundred Dollars (\$100) annually.
- (b) The sum of One Hundred and Ninety-five Dollars (\$195) annually for the use of the City's rights-of-way based upon the following formula:

The use fee is calculated by taking the dollar value of a square foot of the right-of-way; multiplied by the percent of the right-of-way width being used by the Permittee; then multiplying this by the length of fiber optic line installed in feet within the City of Loveland, as determined by the City's Director of Public Works. The use fee is subject to review and adjustment by the City's Director of Public Works annually. Refer to Exhibit A for initial Permit year calculations.

- (c) Any taxes and assessments which may be levied, charged, or imposed upon or against the premises as described above, when due.
- (d) All fees as established pursuant to the subparagraphs (a) and (b) of this Article shall be paid to the City annually, in advance, on or before the first business day of January each year; provided, however, that all fees due during the first year of this Permit shall be due on or before March 15, 2011.

### Article Three

#### NATURE OF INTEREST ACQUIRED HEREUNDER

3.01 The Permittee agrees and specifically understands that this Permit is confined solely to the nonexclusive privilege to use the premises set forth in Article One hereof, and no other; that the authority and permission herein granted does not thereby invest the Permittee with any interest or estate in said property which is the subject of this Permit, but is a mere privilege to do certain acts of a temporary character on the lands of the City; and that the City retains dominion, possession, and control of said property, including access thereto, at all times.

### Article Four

#### REVOCATION AND TERMINATION

4.01 The City hereby reserves the right to revoke and terminate this Permit at any time, without cause and for any reason that it deems proper, upon giving ninety (90) days' notice, in writing, of such termination to the Permittee and, thereupon, the Permittee shall vacate said premises and remove its effects and improvements therefrom, at the Permittee's sole expense.

4.02 In the event the Permittee uses or allows the premises to be used for any illegal purpose or for any purpose other than that hereinabove specifically provided, or violates any of the provisions hereof, this Permit may be terminated by the City upon giving ten (10) days' notice, in writing, to the Permittee and, thereupon, the Permittee shall forthwith vacate said premises and remove all effects and improvements therefrom, at the Permittee's sole expense.

## Article Five

### INDEMNIFICATION AND INSURANCE

5.01 The Permittee shall be solely responsible for and shall defend, indemnify, keep, and save harmless the City, its officers, agents, and employees against any and all injuries, deaths, losses, damages, claims, suits, or causes of action of any kind whatsoever which may hereafter arise, relating to or in any way arising from or as a consequence of the granting of this Permit, or from any work performed thereunder, whether or not it shall be alleged or determined that the act or omission was caused by negligence of the Permittee or the Permittee's employees, or of any contractor or subcontractor or their employees, if any, or of the City or its officers, agents, and employees. The Permittee shall, at the Permittee's sole expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if judgment shall be rendered against the City, its officers, agents, or employees in any such action, the Permittee shall, at the Permittee's sole expense, satisfy and discharge the same.

5.02 The Permittee, prior to entering upon said premises and using the same for the purpose for which this Permit is issued, shall provide the City with evidence of commercial general liability and automobile liability insurance covering and pertaining to the subject premises of this Permit, and naming the City as an additional insured. The policies will have minimum limits of \$1 million per occurrence with a \$2 million aggregate.

5.03 The Permittee expressly understands and agrees that any insurance protection required by this Permit shall in no way limit the responsibility of the Permittee to defend, indemnify, keep, and save harmless the City as hereinabove provided.

## Article Six

### LIABILITY FOR EXPENSES, COSTS, AND DAMAGES

6.01 It is further expressly understood that the City shall not be liable to the Permittee for any loss, cost, or expense which the Permittee shall sustain by reason of any damage to its property or business caused by or growing out of the construction, repair, reconstruction, maintenance, existence, operation, or failure of any of the sewers, structures, streets, or other works or equipment of the City now located or to be constructed upon said premises or upon the property of the City adjacent to said premises, or by reason of the City's exercise of any other rights which may be necessary in furtherance of its municipal purpose.

6.02 The Permittee also agrees that, if the City incurs any additional expense for work which the City would not have had to incur if this Permit had not been executed, then, in that event, the Permittee agrees to pay to the City such additional expense, as determined by the City Engineer for the City, promptly upon rendition of bills therefor to the Permittee.



## Article Seven

### PERMITTEE'S OBLIGATIONS

7.01 The Permittee, prior to entering upon said premises and using the same for the purpose for which this Permit is granted, shall, at the Permittee's sole cost and expense, obtain all permits, consents, and licenses which may be required under any and all applicable state, county, or municipal statutes, laws, ordinances, and regulations.

7.02 The Permittee covenants and agrees that it shall strictly comply with any and all federal, state, county, or municipal statutes, laws, ordinances, and regulations which in any manner affect this Permit and any work done thereunder, or which control or limit in any way the actions of the Permittee, its agents, servants, and employees, or of any contractor or subcontractor or their employees.

7.03 The Permittee covenants and agrees that, on or before the termination date of this Permit as hereinabove provided, the Permittee shall remove or cause to be removed any and all improvements, structures, facilities, equipment, debris, or other things erected or placed upon said premises, and will yield up said premises to the City in as good condition as when the same was entered upon by the Permittee. Upon the Permittee's failure to do so, the City may do so at the sole expense and cost of the Permittee.

## Article Eight

### NOTICE AND BINDING EFFECT

8.01 Any notice herein provided to be given shall be deemed properly served if delivered in writing personally or mailed by certified mail, postage prepaid, return receipt requested, to the Permittee at its last known address and to the then-current property owner occupying the premises which are the subject of this Permit, or to such other persons or addresses as either party may from time to time designate in writing.

8.02 This Permit constitutes the entire understanding of the parties hereto, and there are no oral or any other written understandings pertaining to the subject matter hereof. The parties hereto understand and agree that the descriptive headings of Articles One through Eight of this Permit are included for purposes of illustration only and have no effect upon the rights and obligations of the parties hereto.

8.03 This Permit and all rights herein conveyed to the Permittee may be transferred and conveyed by the Permittee; and any such transferee shall, upon such transfer or conveyance, be entitled to exercise all rights and privileges herein granted with the same force and effect as if such transferee had been the original Permittee hereunder, and shall further assume all of the Permittee's obligations, which assumption shall not release the Permittee of its liability under the terms of this Permit.



IN WITNESS WHEREOF, this Permit has been executed this 15<sup>th</sup> day of March, 2011.

CITY OF LOVELAND,  
a Colorado municipal corporation

By: \_\_\_\_\_  
Cecil A. Gutierrez, Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant City Attorney

DARK COMM, LLC,  
a Colorado limited liability company

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

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

STATE OF COLORADO           )  
  ) ss.  
COUNTY OF LARIMER         )

The foregoing Revocable Permit was acknowledged before me this \_\_\_\_ day of March, 2011 by \_\_\_\_\_ as \_\_\_\_\_ of Dark Comm, LLC.

Witness my hand and official seal.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**EXHIBIT "A"**

**Dark Comm LLC Rental and Administration Fee Calculation in the City of Loveland**  
2/28/2011

V:\Public Works\Project Engineering\Misc Projects\Dark Comm LLC

<b>East Loveland Industrial 18th Sub</b>	from	to	Length in Feet
Crossroads BLVD	East Loveland Industrial 18th Sub east across the northerly portion of the intersection of Fairgrounds Ave and Crossroads Blvd.	Windsor Highlands Ninth Annexation to the Town of Windsor	150

Total Length in Feet = 150

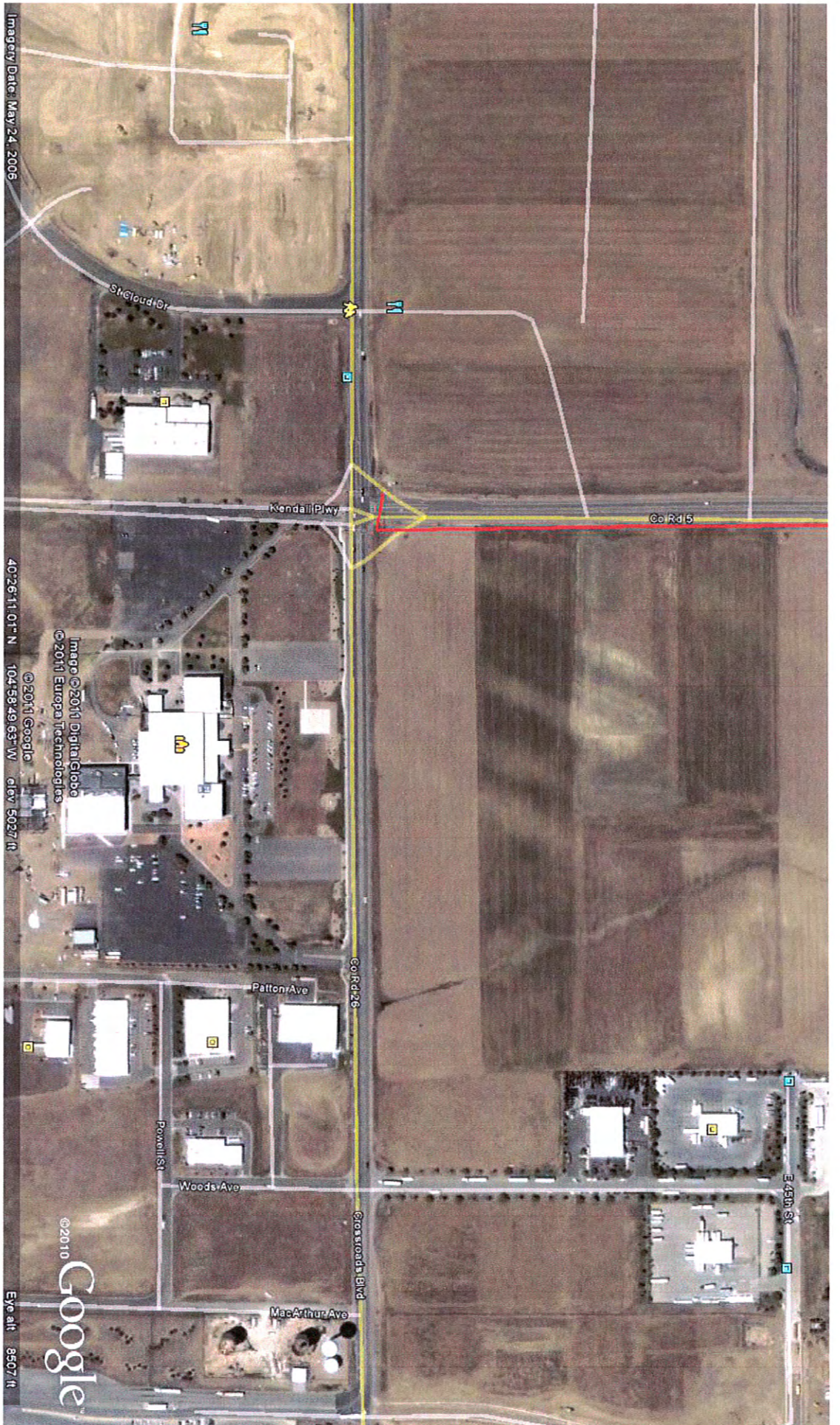
The Fee is calculated by taking the dollar value of a square foot of the right-of-way; multiplied by the percent of the right-of-way width being used by Dark Comm LLC and then multiplied by the length of cable being installed.

Right-of-Way Cost Per Square Foot =	\$13.00
Percent of Right of Way Rented (14 feet of the 140 ft width) =	10%
Length of Use in feet =	150
<b>Annual Rental Fee =</b>	<b>\$195.00</b>
<b>Annual Administration Fee =</b>	<b>\$100.00</b>
<b>Total Annual Fee =</b>	<b>\$295.00</b>

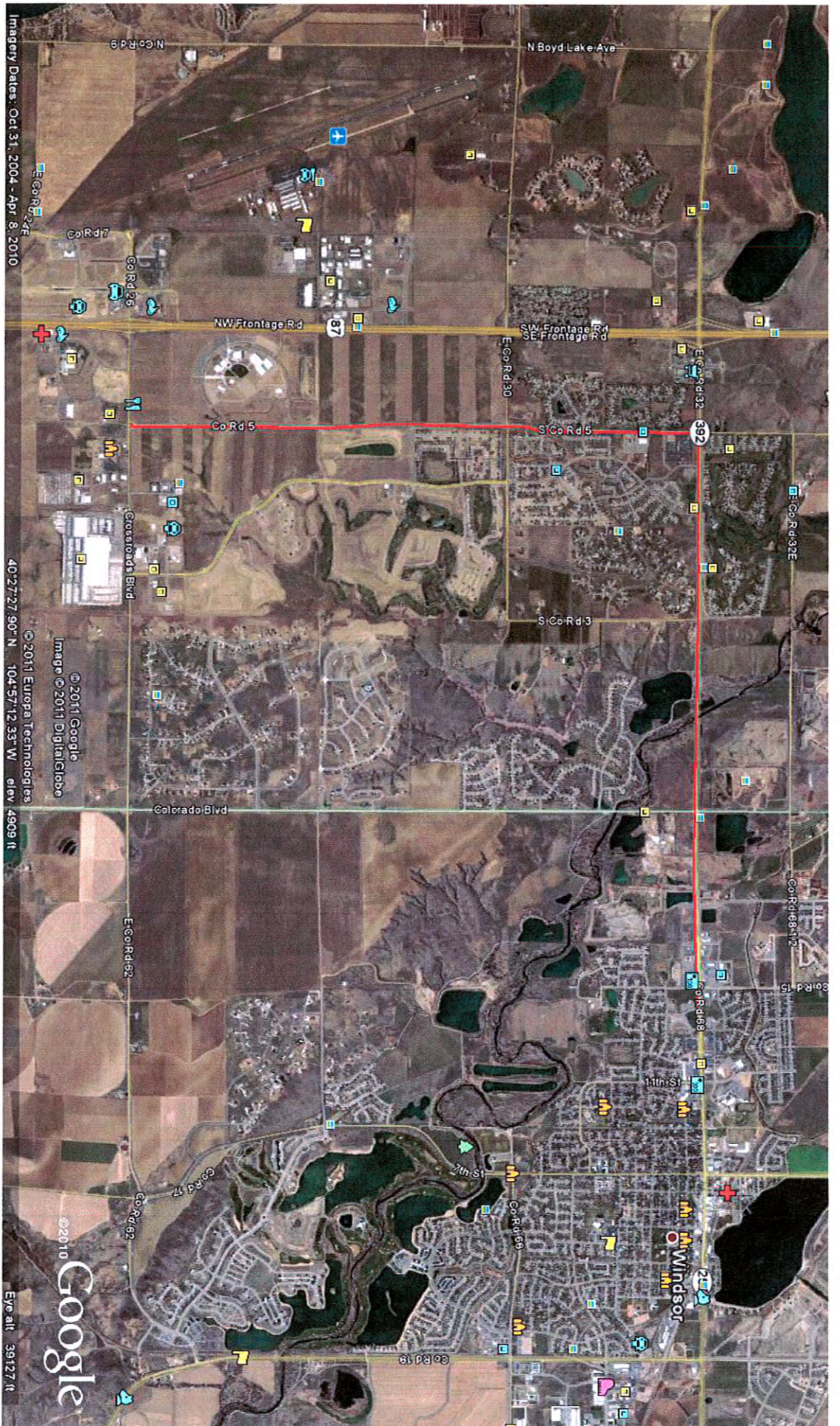
## EXHIBIT A

- Route of said lines and the particular premises subject to this Permit: Shown on attached map.
- Specifications: One (1) two (2) inch conduit and one (1) one and a quarter (1.25) inch conduit containing 144 count fiber optic cables.
- Manner of installation of the lines: Directional boring.













**CITY OF LOVELAND**  
**BUSINESS DEVELOPMENT OFFICE**  
 Civic Center • 500 East Third • Loveland, Colorado 80537  
 (970) 962-2304 • FAX (970) 962-2900 • TDD (970) 962-2620

**AGENDA ITEM:** 9

**MEETING DATE:** 3/15/2011

**TO:** City Council

**FROM:** Betsey Hale, Business Development

**PRESENTER:** Betsey Hale, Staff Liaison to Community Marketing Commission

**TITLE:**

A RESOLUTION AWARDING A 2011 LODGING TAX GRANT TO THE GERMAN SHEPHERD DOG CLUB OF AMERICA

**DESCRIPTION:**

This is an administrative action. The Resolution awards Lodging Tax Grant funds and authorizes the City Manager to execute a Grant Contract in the amount of \$11,500 with The German Shepherd Dog Club of America to pay a portion of the facility fees charged by The Ranch for the National Show Event in October 2012.

**BUDGET IMPACT:**

Yes     No

The action will award \$11,500 in lodging tax revenues previously appropriated for 2011.

**SUMMARY:**

This Resolution awards Lodging Tax Grant Funds in the total amount of \$11,500, previously appropriated for 2011. The Resolution approves the award of a specific grant to The German Shepherd Dog Club of America for its National Show Event in October 2012. The grant amount is to be paid directly to the Ranch in partial payment of facility charges for this event. This grant recommendation was unanimously approved by the Community Marketing Commission at its March 3, 2011 regular meeting. The recommendation and vote followed a review of the grant proposal and evaluation during a Special Meeting on February 18, 2011.

**LIST OF ATTACHMENTS:**

1. A Resolution Awarding A 2011 Lodging Tax Grant To The German Shepherd Dog Club of America
2. Lodging Tax Grant Recommendation and Application

**RECOMMENDED CITY COUNCIL ACTION:**

Approve the Resolution

**REVIEWED BY CITY MANAGER:**

**RESOLUTION #R-18-2011**

**A RESOLUTION AWARDING A  
2011 LODGING TAX GRANT TO THE GERMAN SHEPHERD DOG CLUB OF  
AMERICA**

**WHEREAS**, the City imposes a lodging tax pursuant to Chapter 3.24 of the Loveland Municipal Code (the “Lodging Tax”) for the purpose of promoting tourism, conventions and related activities within the City by marketing the City and sponsoring community events, both in support of this purpose (the “Dedicated Purpose”); and

**WHEREAS**, the Community Marketing Commission (“Commission”) serves as an advisory body to the City Council concerning the City’s use of the revenues received from the Lodging Tax for the Dedicated Purpose pursuant to Section 2.60.075 of the Loveland Municipal Code; and

**WHEREAS**, the Commission has made a recommendation to Council to: (i) fund a Lodging Tax Grant in the amount of \$11,500 (the “Grant”) to the German Shepherd Dog Club of America, a New York nonprofit corporation (the “Grant Recipient”) to be paid directly to Larimer County, Colorado for the benefit of the Ranch Events Center to pay a portion of the facility charges incurred for the Recipient’s 2012 National Show Event to be held at the Ranch October 6-12, 2012 as identified on the Grant Application attached hereto as **Exhibit A** and incorporated herein by this reference (the “Project”) and (ii) authorize the City Manager to enter into a grant agreement with the Grant Recipient substantially in the form approved by the City Council for Lodging Tax Grants on October 5, 2010 pursuant to Resolution #R-50-2010, with appropriate modifications (the “Lodging Tax Grant Contract”); and

**WHEREAS**, City Council desires to award the Grant to the Grant Recipient for the Project and authorize the City Manager to enter into the Lodging Tax Grant Contract.

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

**Section 1.** That the City Council hereby finds that the Grant and Project satisfy the requirements regarding use of the Lodging Tax for the Dedicated Purpose as set forth in Section 3.24.105 of the Loveland Municipal Code.

**Section 2.** That the Grant to the Grant Recipient in the Grant Amount and for the Project identified on **Exhibit A** attached hereto and incorporated herein by this reference, are hereby approved; provided that the Grant shall be paid directly to the Ranch Events Center to pay a portion of the facility charges incurred for Recipient’s 2012 National Show Event to be held at the Ranch October 6-12, 2012.

**Section 3.** That the City Manager and the City Clerk are hereby authorized to execute a Lodging Tax Grant Contract with the Grant Recipient for the Grant Amount on behalf of the City. The Lodging Tax Grant Contract shall be substantially in the form approved by the City Council pursuant to Resolution #R-50-2010 with appropriate modifications in form or substance as deemed necessary by the City Manager, after consultation with the City Attorney, to effectuate the purposes of this Resolution or protect the interests of the City.

**Section 4.** That the City Manager is hereby authorized to administer the terms and conditions of the Lodging Tax Grant Contract as executed, with such advice of the Commission as may be requested.

**Section 5.** That this Resolution shall go into effect as of the date and time of its adoption.

ADOPTED this 15<sup>th</sup> day of March 2011.

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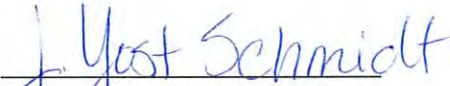
Cecil A. Gutierrez, Mayor

ATTEST:

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City Clerk

APPROVED AS TO FORM:

  
Deputy City Attorney



**EXHIBIT A**

**LODGING TAX GRANT RECOMMENDATION**

**\$11,500.00**

**Payable to:  
THE RANCH EVENTS COMPLEX  
5280 Arena Circle, Suite 100  
Loveland, CO 80538  
Attention: Abby Powell**

**CC: Bill Burggraaf, National German Shepherd Dog Show Chairman**

**-To be applied to October 6-12, 2012 German Shepherd Dog Show Club of America Event.**



## City of Loveland Lodging Tax Application

### CONVENTION/CONFERENCE/MEETING/SPORTS

When complete please convert this document into a .pdf and send it via email to Nikki Garshelis [garshn@ci.loveland.co.us](mailto:garshn@ci.loveland.co.us)

**All Applications must be received by 5:00 PM March 20, 2011**

Name of Hosting Facility Applying for Grant: **German Shepherd Dog Club of America**

Hosting Facility Contact Name: **Bill Burggraaf, National Show Chairman**

Contact Phone: **1-065-336-8873**      Contact e-Mail: **wbj2@sio.midco.net**

Conference/Event Name: **German Shepherd Dog Club National Show**

Conference/Event Dates: **October 6<sup>th</sup> thru 12<sup>th</sup>, 2012**

Bid/Decision Due Date **Soon as Possible** Amount Requested: **\$ 18,000.00 to \$ 20,000.00** (Difference between Purina & Loveland costs.) minus our **\$ 1000.00 deposit at the Ranch**

1. Conference/Meeting/Event Description: *(500 word limit)*  
**Separate page**
2. Estimated Attendance Local (Larimer/Weld Counties):  
**71 Members in Colorado of GSDCA –Local All –Breed Clubs will be invited**
3. Estimated Attendance Distance (outside Larimer/Weld):  
**We had 661 dogs entered in 2007 at the Ranch |(See below on Motel Rooms)**
4. Specific Program/Item For Which Funds Are Requested: (for example: shuttles, bid fee, sponsor fee, offsite parking, spousal tour, marketing, etc)  
**Off set costs to remain at the Ranch compared to Purina Site Costs**
5. Estimated number of hotel rooms which will be utilized for this conference/event:  
**Over 500 rooms, 80 campers in 2007 but est. 2012 to be 350/400, 65 campers**
6. How will this conference/event be marketed? *(350 word limit)*  
**Separate page**
7. How will attendance, origin of visitors, and/or hotel room nights consumed be tracked? Please specify quantitative measures that will be utilized  
**Club Lists Hotels/Motels in Premium List that is sent out to members/exhibitors**
8. **PROJECT BUDGET**  
Please attach your entire conference/event budget and identify the portion for which this grant applies. (The Community Marketing Commission will generally not fund more than 35% of the amount of actual expenditures less capital expenses for any single conference/event although it reserves the right to provide additional funding if they concur it is necessary.)  
**Separate page**

**NOTE: Organization may be asked to provide a brief verbal presentation to the Community Marketing Commission before final decision.**

GERMAN SHEPHERD



DOG CLUB OF AMERICA, INC.

MEMBER OF AMERICAN KENNEL CLUB

National Show Chair  
 William J. Burggraaf  
 1609 E. Edgewood Road  
 Sioux Falls, SD 57103  
 (605) 336-8873  
 Email: wjbj2@sio.midco.net

### Conference/Meeting/Event Description

The German Shepherd Dog Club of America holds a National Show each year in various locations around the country. We held the 2007 National at the Ranch in Loveland, Co. in October. The German Shepherd National consists of various events within a 10 day period. We have Herding and Tracking on Saturday and Sunday, Monday starts with the Agility Trials, and a new addition with all breeds on Monday, followed by German Shepherds on Tuesday and Wednesday in Agility. Wednesday evening we have a invitational Agility Trial in the main arena for the top 20 ranked dogs, this is on "Live Streaming Video" for anyone to watch on their computer. We also have added a day for Conformation judging as a stand alone show before the National Show which starts on Wednesday Thru Saturday. We have a Tuesday evening "Welcome Night" party for all exhibitors. The attendance at our "welcome night" event is around 300 and growing. Our Victory Dinner is Saturday night with attendance around 300 to 350 exhibitors and members. We usually schedule our "welcome night" and Victory Dinner at the Host Hotel. I have contacted Ann Marie Cole, at the Embassy Suites about size and space available for some ring space to lower cost of the Ranch facility, but have not talked about Headquarter Hotel until we are sure we would be coming to the Ranch location.

Dog show entries have declined in the past few years because of the Expenses related to travel and various expenses related to the cost of showing. This is evident in the All Breed Dog Shows as it is in the Specialty Breed Shows such as our National.

The Board of Directors of the GSDCA voted last week to Change our 2012 National location to the Purina Dog Show location near St. Louis, Mo. The contract for the Purina site is Est. to be \$ 6,600.00, however, we would need to rent a tent to include space for grooming est. to be \$ 3,880.00. We would also need additional seating with my est. at about \$ 1,200.00 to \$ 1,500.00. Total Site expense of the Purina site would be around \$ 11,680.00 to \$11,900.00.

The total for the Ranch Location at Loveland would be est. \$ 29,098.00, including the cost of Agility rings with stalls out ( \$ 3,500.00 and also mats for Obedience Rings( \$800.00)est.

I have tried to show comparative costs but may not be exact. As I indicated in telephone conversations, I am sending copies of several years of costs on a confidential basis. I think that with a Grant to offset the costs, the board will reconsider the Loveland location.

GERMAN SHEPHERD



DOG CLUB OF AMERICA, INC.

MEMBER OF AMERICAN KENNEL CLUB

National Show Chair  
 William J. Burggraaf  
 1609 E. Edgewood Road  
 Sioux Falls, SD 57103  
 (605) 336-8873  
 Email: wbj2@sio.midco.net

### How will event be marketed

The German Shepherd National Show will be listed in the Club Magazine, Rau Dog show list of shows, The AKC Monthly Gazette, Listed on the AKC & GSDCA Web Site, several thousand Premium lists mailed out to GSDCA members and exhibitors. It will also be listed in many Dog magazines, total exposure will be many thousand people. All listings indicate where the Show will be held and the dates.

The German Shepherd Dog Club National show was the first dog show to be on "Live Streaming Video" in 2009. In 2009 we had over 10,000 hits on the show. I do not have last years numbers yet. This video is available on our Web Site world wide. If this Grant is available to the GSDCA, I will arrange for a banner to be placed on our Streaming Video and Web Site for the City of Loveland and picture of the Ranch Facility. We have over 17000 Hits a month on our Web Site-gsdca.org. This would be very good advertising for the community and the Ranch Facility.

The GSDCA has professional photographers for the Performance Events and also for the Conformation show. Many of the photographs taken of the Winners of the various classes are used for National advertising in our own magazine and also used with other national publications for articles of the show and advertising by the individual winners. Pictures of the National Show are also on our web site for later viewing.

Economic Impact: The American Kennel club, along with many show giving Clubs, use the amount of Money spent on a week-end attending a show as \$ 384.00. A Specialty Club that is in the community for 10/11 days, will spend over a \$ 1,000,000.00 total. Average Exhibitor may stay for 5-6 days for various venues they participate in. 2011 Topeka -Capitol Plaza Hotel Headquarters-Hammons owned-contact is Kim Mc Pherson, 1-785-431-4733.

Exhibit A --Utah—2010

Exhibit B --Topeka—2011

Exhibit C --Purina—2012

Exhibit D --Budget Projections-3 years

2010 - Utah

Ex A

RENTAL AGREEMENT

2008-44

THIS RENTAL AGREEMENT is made and entered into by and between DAVIS COUNTY, a political subdivision of the State of Utah, which shall be called the "County" in this agreement, and the following person or entity which shall be called the "Renter" in this agreement:

Renter(s): German Shepherd Dog Club of America
Contact Person: ~~Joan Fox~~ Bill Beuggroo 669-376-8873
Address: 17500 Haslam Rd. City: ~~Chagrin Falls~~ 1609 E. Edgewood Rd State: ~~OH~~ Zip Code: ~~44023~~ SD 57103
Telephone: ~~440-543-9165~~ Alternate Telephone: ~~440-759-4119~~

THIS AGREEMENT is made and entered into based, in part, upon the following recitals:

- A. County owns and has developed the Davis County Events Center on which are situated several buildings, arenas, other facilities and space. All rental schedules are made available to the public unless otherwise requested.
B. Renter desires to obtain from Davis County certain rights and privileges which include permission from Davis County to rent and use the building, arena, facility, or space at the Davis County Events Center described in this rental agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained hereafter, the parties hereto agrees as follows:

1. Grant of Right to Use

The County hereby grants to the Renter permission to use the following-described building, arena, facility or space solely for the purposes specified in this agreement: Davis County Events Center

2. Purpose or Event

Occupancy and use of the rented space shall be limited exclusively to the following purpose or event: National Specialty Dog Show

3. Rent

- A. Renter shall pay to the County total rent in the amount of \$ 16,209.00 due on or before October 4, 2010
\$ 3,000.00 For Legacy Center Arena @ \$500 from October 12-17, 2010
\$ 9,009.00 For Purchase, installation, removal, and disposal of 23,100 square feet of sod in Legacy Center Arena. Show ring will measure 105' by 220'.
\$ 900.00 For Building #1 @ \$150 per day October 12-17, 2010
\$ 1,050.00 For Building #2 @ \$175 per day October 12-17, 2010
\$ 1,050.00 For Building #3 @ \$175 per day October 12-17, 2010
\$ 900.00 For South Outdoor Arena @ \$150 per day October 12-17, 2010
\$ 300.00 For South Grass Lawn @ \$50 per day October 12-17, 2010
\$ TBD For RV Hook-ups @ \$30 per hook-up per day. Payment to be made October 17, 2010. (Final \$25.00)
\$ 0.00 For German Shepherd Dog Club to be responsible for contracting with and coordinating the services of a RV waste water pump truck.

B. Use of tables owned by County is an additional charge to Renter of \$0 per table. Tables are available by reservation. Number of tables requested by Renter: 28 - 8 ft. tables & 15 - 6 ft tables.

C. Use of chairs owned by County is free with paid rental. Number of chairs requested by renter. 250

D. Payment of rent (check appropriate boxes and complete blanks):

[ ] Total rent has been paid in the amount of: \$
[X] Partial rent has been paid in the amount of: \$2500.00 RT 7532

4. Term

This rental agreement is for the following rental period(s) and access to the buildings will only be given during these periods. If additional setup and/or takedown time is needed by Renter, it will have to be reserved in advance and may be had at an additional charge.

Table with 6 columns: Rental period shall commence at, and end at, (day), on, (date), and end at. Rows list rental periods from Tuesday, October 12, 2010 to Sunday, October 17, 2010.



Ex - B  
Topoka

**LANDON ARENA, EXHIBITION HALL, DOMER ARENA (STALLS)**

2.2 PERMITTEE agrees to quit and surrender the aforementioned premises to the EXPOCENTRE at the end of the term of this permit in the same condition as the date of commencement of this permit, ordinary use and wear thereof except acts of god and acts of natural casualties.

SECTION 3.0 - PURPOSE

3.1 The aforementioned space is to be used solely for the following purpose, and no other, of:

**GERMAN SHEPHERD CLUB OF AMERICA, INC.**

SECTION 4.0 - USE DATES

4.1 **Domer Arena September 24 - September 30, 2011 (Saturday thru Friday)**  
**Landon Arena/Ex Hall September 26 - October 2, 2011 (Monday thru Sunday by 12pm (Noon))**

4.2 Time is of the essence in this permit and the time herein granted shall not be extended for any purpose without the express written permission of the GENERAL MANAGER. If such permission is granted, all additional time shall be paid for by PERMITTEE according to the schedule of fees fixed by the EXPOCENTRE.

SECTION 5.0 - FEE TERMS

5.1 PERMITTEE agrees to pay the EXPOCENTRE, for the use of leased space a guarantee of SEVENTEEN THOUSAND DOLLARS AND 00/100 (\$17,000.00).

Rental fee includes custodial and security personnel.

Football Turf 85'x200'	waived
In-House PA Sound System	waived
Tables/Chairs, if needed	waived
Rope & Stanchion (limited)	waived
Office/Lock-up room in Ex Hall	waived

5.2 PERMITTEE agrees to deposit, at the time of the signing of this permit, on or before JULY 26, 2010, the sum of TWO THOUSAND FIVE HUNDRED DOLLARS AND 00/100 (\$2,500.00), as a deposit to cover rental, incidental expense and liquidated damages.

5.3 PERMITTEE agrees that PATRICIA WALKER, is and shall be, for the purpose specified in the permit, the agent of the PERMITTEE and shall have full authority to bind PERMITTEE with respect to any other written or verbal order for goods and services which that agent deems necessary to enable PERMITTEE to obtain the full utilization of the premises.

5.4 PERMITTEE agrees to pay the EXPOCENTRE, on demand, any sum which may be due for additional services, personnel, equipment, accommodations or materials furnished by the EXPOCENTRE, at the request of PERMITTEE: EXPOCENTRE being initial supplier. The GENERAL MANAGER may require orders by PERMITTEE, or its authorized representative, for any such services, accommodations or materials to be in writing by both parties.

5.5 PERMITTEE agrees to make additional deposits with the EXPOCENTRE, on written notice by the GENERAL MANAGER to PERMITTEE'S address on this permit, for such sums as the GENERAL MANAGER feels are necessary to cover the costs which EXPOCENTRE would encounter on behalf of PERMITTEE, in relation to said event (reimbursable).

W



Purina - Ex C

### National Club Fee Structure

• Base Rate (per day)	<u>Fri – Sun.</u>	<u>Mon. – Thur.</u>
○ Main Auditorium (45,000 sq. ft. padded flooring)	\$1,000	\$800
○ Secondary Auditorium (13,500 sq. ft)	\$ 500	\$400
○ Per Entry / Per Run Fees (charged per day)		
• First 100 entries	Free	
• 101 – 250 entries	\$3.00	
• 251 – 500	2.00	
• 501 & Over	1.00	
• Performance entries / runs	\$1.00	
○ Set-Up Day (Move in time 12:00 noon)		no charge
○ Break-Down Day (Completed by 12:00 noon)		no charge
• Banquet Room (7,000 sq. ft.)		no charge
• Club office (With rental of main auditorium)		no charge
• Meeting Room		no charge
• Storage Area		no charge
• Dog Bathing & Handler Changing Rooms		no charge
• Table & Chairs for Rings		no charge
• Agility Equipment		no charge
• Obedience Equipment		no charge
• Padded Flooring for Secondary Exhibit Hall (Obedience & Rally trials)		no charge
RV Parking – RV Parking (Water, Electric & Sewers) Bath House including dog bathing facilities (Weather permitting)		\$25 per night

Purina Event Center has a Café conveniently located on first level.  
Catering provided upon request.

*(Note: The per entry/per run/per day fees are in accordance with what is listed in the catalog and are not affected by scratches, etc..The only exception considered is if the Club/Organization issues a refund to an exhibitor)*

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



Ex. D

		review	Review	Review			
NATIONAL	pgs	2011	pgs	2012	pgs	2013	TOTAL
5200.007	AKC recording fees	2500		2500		3000	8000
5200.015	Catalog	6500		6500		7000	20,000
5200.016	Catalog,Gold Page	300		300		300	900
5200.024	Decorations	1000		1000		1500	3500
5200.027	Victory Dinner	8000		8000		9000	27,000
5200.033	Equip Rental	1200		1200		1200	3600
5200.035	Hospitality	3000		3000		3000	9000
5200.043	Judges fees & Exp/Conf	1600		1600		1600	4800
5200.044	Judges fees & exp/obed	1300		1300		1300	3900
5200.045	Judges fees & Exp/Rally	500		500		500	1500
5200.055	Miscellaneous	300		300		300	900
5200.062	Postage	1200		1200		1200	3600
5200.066	Printing	100		100		100	300
5200.075	Rent, Facility/Conf	14000		11,000		18,000	43,000
5200.079	Ribbons & Badges	6000		6000		6000	18,000
5200.081	RV Facilities	750		750		750	2250
5200.084	Seminar Speakers	0		0		1000	1000
5200.088	Site Search	0		0		0	0
5200.091	Stalls	300		0		0	300
5200.093	Supent fee/Conf	8000		8000		9000	25,000
5200.094	Supent fee-Obed/Rally	800		800		800	2400
5200.096	Supplies, General	200		200		200	600
5200.097	Supplies, Office	50		50		100	200
5200.101	Transportation	1200		1200		1200	3600
5200.107	Trophies/Conf	5000		5000		5000	15,000
5200.108	Trophies/Obedience	200		200		200	600
5200.119	Video	7500		7500		8000	23,000
	<b>Total National Expense</b>	<b>71,500</b>		<b>68,200</b>		<b>80,250</b>	<b>219,950</b>
	<b>HERDING</b>						
5210.005	AKC Recording fees						
5210.042	Judges Expenses & Fees						
5210.062	Postage						
5210.079	Ribbons & Badges						
5210.085	Sheep/Duck rental						
5210.087	Show Secretary						
5210.092	Stock Handler						
5210.097	Supplies, Office						
5210.105	Trophies						
	<b>Total Herding Expense</b>						
	<b>AGILITY</b>						
5220.005	AKC recording fees	1200		1200		1500	3900
5220.033	Equipment Rental	500		500		700	200
5220.042	Judges expenses & fees	1250		1250		1250	3750
5220.066	Printing	0		0		0	0
5220.077	Rent/Facility	0		0		0	0
5220.079	Ribbons & Badges	1200		1200		1200	3600
5220.095	Supent Fees	1200		1200		1400	3800
5220.105	Trophies	650		650		650	1950
	<b>Total Agility expense</b>	<b>6000</b>		<b>6000</b>		<b>6700</b>	<b>18,700</b>
	<b>TRACKING</b>						
230.042	Judges Fees & Expenses	1200		1200		1200	3600
230.079	Badges & Ribbons	100		100		100	300
230.084	Seminar Speaker	0		0		0	0
230.095	Supent Fees	700		700		800	2200
230.096	Supplies, General	500		500		500	1500
230.105	Trophies	200		200		200	600
	<b>Total Tracking Expense</b>	<b>2700</b>		<b>2700</b>		<b>1700</b>	<b>8100</b>
	<b>Total Expense Budget request</b>	<b>80,200</b>		<b>76,000</b>		<b>89,650</b>	<b>246,750</b>

Total projected profit/Loss

Nikki

Abby Powell and I have had several conversations about the contract with the Ranch over the past couple of days. The contract is attached.

We have cut back as best we can to save some expense by using the same buildings for Obedience and Agility, not needing to remove stall equipment. This included a few other minor changes to reduce costs.

The amount of \$ 12,469.00 (13,469.00 - 1,000.00 deposit) with the cost of est. sod of \$ 10,000.00, would bring the total cost of The Ranch at \$ 22,469.00.

The cost difference of "The Ranch" and the "Purina" locations is now estimated at \$ 11,469.00. I am comparing the two facilities as close as possible so the City of Loveland can consider a Grant for this amount. I would then recommend to the Board of the German Shepherd Dog Club Of America to vote to stay with "The Ranch" location for the 2012 National show in October of 2012.

Bill Burggraaf

Asking for  
\$11,469.00





EVENT: National German Shepherd Dog Show  
 DATE: October 9-14, 2012  
 PROMOTER: Bill Berggraaf  
 ADDRESS:

TICKET TYPES	TICKET PRICE	N/A	# OF TIX SHOW	TIX PRICE(\$) INCL. FAC. CHG.	TOTAL SHOW
			0		\$ -
<b>TOTAL TICKETS/GROSS SALES</b>			0		\$ -
LESS FACILITY CHARGE PER TICKET (\$.50 per ticket)			0	\$ 0.50	\$ -
					\$ -

RENT		Rate	# Days	
Main Show Area	RANCHWAY FEEDS INDOOR ARENA	Adult Non-Profit	Weds-Sat	\$ 770.00 4 \$ 3,080.00
	RANCHWAY FEEDS INDOOR ARENA (Set-up Day)	Adult Non-Profit	Tues	\$ 385.00 1 \$ 385.00
Agility & Obedi	RANCH-WAY FEEDS WEST LIVESTOCK PAVILLION	Adult Non-Profit	Mon-Fri	\$ 450.00 5 \$ 2,250.00
	RANCH-WAY FEEDS WEST LIVESTOCK PAVILLION (Set-up Day)	Adult Non-Profit	Sun	\$ 225.00 1 \$ 225.00
Herding	ROUND-UP OUTDOOR ARENA (herding)	Adult Non-Profit	Sat/Sun	\$ 252.00 2 \$ 504.00
<b>TOTAL</b>				<b>\$ 6,444.00</b>

EXPENSES	RATE	PEOPLE/ UNITS	HOURS/ DAYS	COST	TOTAL
<b>HOUSE STAFFING</b>					
	PARKING STAFF (Tues, Weds, Fri, Sat)	2	18	\$ 540.00	\$ 540.00
					<b>\$ 540.00</b>
<b>PUBLIC SAFETY</b>					
	LAW ENFORCEMENT PER HOUR			\$ 40.00	\$ -
	CONTRACT SECURITY			\$ 15.00	\$ -
	FIREMEN (FIRE WATCH/PRYRO)			\$ 40.00	\$ -
	EMT/FIRST AID			\$ 30.00	\$ -
					<b>\$ -</b>

<b>OPERATIONS STAFFING</b>					
	LABOR-SET UP/TEAR DOWN- Set-up Outdoor Arena	2	6	\$ 300.00	\$ 300.00
					<b>\$ 300.00</b>

<b>OPERATIONS</b>					
	TELEPHONES (\$25/LINE/DAY)	1	1	\$ 25.00	\$ 25.00
	SCISSOR LIFT			\$ 50.00	\$ -
	FORKLIFT			\$ 50.00	\$ -
	ELECTRICITY (\$25/DROP/DAY) Approximate Needs			\$ 25.00	\$ -
	MISCELLANEOUS			\$ 0.00	\$ -
					<b>\$ 25.00</b>

<b>RENTALS</b>					
	ROUND TABLES - Gold Page Lunch	14	1	\$ 42.00	\$ 42.00
	CHAIRS - Paid Seating Area	320	1	\$ 640.00	\$ 640.00
	CHAIRS - Gold Lunch	80	1	\$ 160.00	\$ 160.00
	CHAIRS - Meeting in W. Pavillion	44	1	\$ 88.00	\$ 88.00
	CHAIRS - Judges Seminar Seating	60	1	\$ 120.00	\$ 120.00
	PIPE/DRAPE \$2/FT - Behind Ready Ring in Indoor Arena	20	1	\$ 40.00	\$ 40.00
	PIPE/DRAPE \$2/FT - Around Meeting Area in W Pav	80	1	\$ 160.00	\$ 160.00
	PIPE/DRAPE \$2/FT - Gold Page Lunch	50	1	\$ 100.00	\$ 100.00
	PIPE/DRAPE \$2/FT - Around Ring on Sunday	180	1	\$ 360.00	\$ 360.00
	STAGE (Includes Set-up) 40 4x8 sections	40	1	\$ 1,200.00	\$ 1,200.00
	STALLS - 50 1st Day \$20 (no shavings included)	50	1	\$ 2,500.00	\$ 2,500.00
	STALLS - 50 2nd Day \$15 each day after (pending on how many days this will adjust)	50	1	\$ 750.00	\$ 750.00
	CAMPING \$15/night/ plug in			\$ 15.00	\$ -
					<b>\$ 6,160.00</b>

ADVERTISING	\$0.00				
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ADVERTISING					<b>\$13,469.00</b>
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<b>TOTAL BUILDING EXPENSES</b>					
	Less Deposit Ck #3241			\$ 1,000.00	
<b>TOTAL EXPENSES/RENT/BOX OFFICE</b>				Balance Due	<b>\$12,469.00</b>

Above cost is based off of event needs in 2007. This is the confirmed 2012 rates that will be charged to this organization.

Areas that will be paid for by attendees renting these spaces. The camping charge is \$15/night (your campers would pay this fee)

This estimate was updated on 3/1/2011 based on changes in schedule and use of facilities according to Bill Burggraaf, Show Chair. A Powell 3/1/2011  
 The Round-Up Outdoor Arena would be used for Herding, the Agility would take place inside the West Pavilion prior to obedience.  
 The estimate does not include sod for the main arena show ring, nor footing to cover the concrete for agility or obedience.



**CITY OF LOVELAND**  
**BUSINESS DEVELOPMENT OFFICE**  
 Civic Center • 500 East Third • Loveland, Colorado 80537  
 (970) 962-2304 • FAX (970) 962-2900 • TDD (970) 962-2620

**AGENDA ITEM:** 10  
**MEETING DATE:** 3/15/2011  
**TO:** City Council  
**FROM:** Betsey Hale, Business Development  
**PRESENTER:** Betsey Hale

**TITLE:**

A RESOLUTION WAIVING CERTAIN DEVELOPMENT-RELATED FEES FOR CARDINAL CG LOVELAND COLORADO COMPANY (CARDINAL GLASS)

**DESCRIPTION:**

This is an administrative action. Cardinal CG Loveland Colorado Company, a Wisconsin corporation (“Cardinal Glass”), is relocating from St. Lake City, Utah. Cardinal Glass is a manufacturer and supplier of custom tempered glass used in windows and doors. It has purchased the property at 999 Van Buren. The CSU Economic Impact Analysis report projects net new revenue to the City of Loveland over the next 5 years to be \$65,000. 00. At a study session on February 8, 2011 representatives from the company requested a \$57,000.00 incentive package for assistance with the relocation and renovation of the new location. City Council directed staff to bring this item forward at a future meeting.

**BUDGET IMPACT:** The funding would come from the City Council incentive fund. \$4,000.00 will be used to backfill CEFs and \$5,000.00 will be used to providing training of new employees should the applicant receive a job training grant from the State of Colorado. There will also be a building permit fee waiver of up to \$20,000.00 and a waiver of up to \$28,000.00 of construction materials use taxes.

Yes     No

**SUMMARY:** Support for this request is consistent with Goal 13.5 of the City of Loveland comprehensive plan which states the City will, “retain and expand existing businesses and create new businesses by maintaining a positive business and entrepreneurial climate within the community, proactively supporting the development of local businesses and strengthening any gaps related to business needs.”

**LIST OF ATTACHMENTS:**

- A. Resolution
- B. Copy of the Purchase Agreement for 999 Van Buren

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**RECOMMENDED CITY COUNCIL ACTION:**

Approve the Resolution

**REVIEWED BY CITY MANAGER:**

**RESOLUTION #R-19-2011**

**A RESOLUTION WAIVING CERTAIN DEVELOPMENT-RELATED FEES FOR CARDINAL CG LOVELAND COLORADO COMPANY (CARDINAL GLASS)**

**WHEREAS**, Cardinal CG Loveland Colorado Company, a Wisconsin corporation (“Cardinal CG”) is a high-tech company specializing in the development and manufacturing of energy efficient glass products; and

**WHEREAS**, Cardinal CG has purchased, or is in the process of purchasing and redeveloping an existing vacant facility at 999 Van Buren in Loveland as a manufacturing facility (the “New Facility”), will relocate seven employees to Loveland, and will hire ten more new employees in the first full year of operation; and

**WHEREAS**, Cardinal CG has requested from the City certain economic incentives, including a credit for construction materials use tax due on application for a building permit up to a maximum of \$28,000.00 (the ‘Use Taxes’), waiver of building permit and inspection fees due on application for a building permit of up to \$20,000.00 (the “Permit Fees”), and waiver of capital expansion fees due at time of certificate of occupancy of up to \$4,000.00 (the “CEF’s”), to help defray some of its costs to redevelop the New Facility in Loveland; and

**WHEREAS**, Cardinal CG has also requested that the City match State of Colorado Job Training funds it may receive from the State of Colorado on or before December 31, 2011, such matching amount to be paid by the City not to exceed \$5,000.00 (the City Job Training Funds”); and

**WHEREAS**, Section 16.38.070 of the Loveland Municipal Code provides that the City Council may grant an exemption from all or any part of the CEF’s or Permit Fees, whether for capital or other purposes, upon a finding that such waiver is in the best interests of the public by encouraging activities that provide significant social, economic, or cultural benefits; and

**WHEREAS**, Section 16.38.070 provides further that, whenever any capital related CEF is waived, the City Council shall direct that the waived fee be paid by the general fund or another appropriate fund; and

**WHEREAS**, Section 3.16.590 of the Loveland Municipal Code provides that the City Council may grant by resolution a use tax credit upon a finding that such a credit will serve a public purpose, including but not limited to providing the public with significant social and economic benefits;

**WHEREAS**, the City Council believes that granting Cardinal CG an exemption from the CEF’s and Permit Fees a credit for the Use Taxes, and a the City Job Training Funds is in the best interests of the public because Cardinal CG’s redevelopment of the New Facility will provide significant social and economic benefits to the citizens of Loveland, primarily in the form of jobs, economic development, and increased sales and property tax revenues to the City.

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

**Section 1.** That the City Council hereby finds that granting Cardinal CG an exemption from CEF's and Permit Fees is in the best interests of the public because redevelopment of the New Facility will provide significant social and economic benefits to the citizens of Loveland, primarily in the form of jobs, economic development, and increased tax revenues to the City.

**Section 2.** That the City Council hereby finds that granting Cardinal CG a use tax credit and the City Job Training Funds will serve a public purpose because redevelopment of the New Facility will provide significant social and economic benefits to the citizens of Loveland, primarily in the form of jobs, economic development, and increased tax revenues to the City.

**Section 3.** That the Permit Fees identified on Exhibit A attached hereto and incorporated herein by this reference, due on application for a building permit for redevelopment of the New Facility in an amount not to exceed Twenty Thousand Dollars (\$20,000.00) are hereby waived, provided that Cardinal CG obtains a building permit for the New Facility on or before December 31, 2011.

**Section 4.** That the a credit for the Use Taxes due on application for a building permit for redevelopment of the New Facility up to a maximum of \$28,000.00 is hereby approved, provided that Cardinal CG obtains a building permit for the New Facility on or before December 31, 2011.

**Section 5.** That the CEF's identified on Exhibit A, attached hereto and incorporated herein by reference, due on issuance of a certificate of occupancy for the New Facility in an amount not to the amount of Four Thousand Dollars (\$4,000.00) are hereby waived, provided that Cardinal CG obtains a temporary or permanent certificate of occupancy for the New Facility on or before December 31, 2011. Capital related CEF's shall be backfilled by the general fund or other appropriate fund.

**Section 6.** C. Within 30 days after receipt of evidence reasonably satisfactory to the City Manager that Cardinal CG has received State of Colorado Job Training funds in a specified amount (the "State Job Training Funds") on or before December 31, 2011, the City Manager is hereby authorized to pay to Cardinal Glass an amount equal to the State Job Training Funds, but not to exceed \$5,000.00 (the "City Job Training Funds") for the purpose of employee training.

**Section 7.** That this Resolution shall be effective as of the date of its adoption.

**ADOPTED** this 15<sup>th</sup> day of March, 2011.

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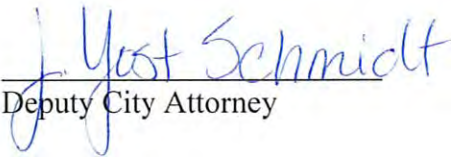
Cecil A. Gutierrez, Mayor

**ATTEST:**

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City Clerk

APPROVED AS TO FORM:

  
Deputy City Attorney





Fee Adjustment Chart

<b>Initial FM Meeting Date</b>	January 31, 2011
<b>Finalized FM Meeting Date</b>	
<b>FM # (provided by Fee Masters)</b>	2011-0001
<b>Project Name</b>	<b>Cardinal Glass</b>
<b>Project Manager</b>	<b>Betsey Hale</b>
<b>Project Location</b>	<b>999 Van Buren</b>
<b>Adopted Date</b>	<b>March 15, 2011</b>
<b>Effective Date</b>	<b>March 15, 2011</b>
<b>Expiration Date</b>	

Fee Description	Fee Amount		Fee Adjustment		Net Change	
	<input type="checkbox"/> Global adjustment	<input checked="" type="checkbox"/> Estimate/Current	<input type="checkbox"/> Amount Locked	<input checked="" type="checkbox"/> Adjusts w/actual	<input checked="" type="checkbox"/> Amount Locked	<input type="checkbox"/> Adjusts w/actual
Plan Check Fee	\$	5,600.00	\$	5,600.00	\$	-
Structural Permit	\$	8,600.00	\$	8,600.00	\$	-
Electrical Permit	\$	3,300.00	\$	3,300.00	\$	-
Mechanical Permit	\$	1,250.00	\$	1,250.00	\$	-
Plumbing Permit	\$	1,089.00	\$	1,089.00	\$	-
Construction Water					\$	-
Water Meter Fee					\$	-
Electric Install - Residential only					\$	-
City Use Tax	\$	28,000.00	\$	28,000.00	\$	-
County Open, Jail, Fairgrounds Tax	\$	7,250.60	\$	-	\$	7,250.60
<b>Issuance fee total</b>	\$	<b>55,089.60</b>	\$	<b>47,839.00</b>	\$	<b>7,250.60</b>
PIF Electric Residential					\$	-
Raw Water Development					\$	-
School Fee-In-Lieu of Land Dedication - Residential only					\$	-
CEF Streets	\$	3,393.00	\$	3,393.00	\$	-
CEF Fire Protection	\$	117.00	\$	117.00	\$	-
CEF Law Enforcement	\$	156.00	\$	156.00	\$	-
CEF Library - Residential only					\$	-
CEF Museum - Residential only					\$	-
CEF General Government	\$	195.00	\$	195.00	\$	-
CEF Parks - Residential only					\$	-
CEF Recreation - Residential only					\$	-
CEF Trails - Residential only					\$	-
CEF Open Lands - Residential only					\$	-
SIF Sewer					\$	-
Street Inspection	\$	150.00	\$	150.00	\$	-
Storm Inspection	\$	150.00	\$	150.00	\$	-
SIF Stormwater					\$	-
SIF Water					\$	-
<b>Final fees total</b>	\$	<b>4,161.00</b>	\$	<b>4,161.00</b>	\$	<b>-</b>
Water Rights					\$	-
Fire Alarm Permits					\$	-
Fire Suppression Permits					\$	-
Sign Permits					\$	-
Date of Valuation Data Table						
Date of Permit Fee Schedule						
Other - Provide specific details below						
<b>Total</b>	\$	<b>59,250.60</b>	\$	<b>52,000.00</b>	\$	<b>7,250.60</b>

**Residential projects include - single family, attached single family, duplexes, and multi-family**

Additional fee adjustment notes:	The intent of the incentive is to provide a waiver of \$28,000 of Construction materials use taxes, a waiver of \$20,000 of Building Permit & Inspection Fees & a backfilling of \$4000 of CEFS. For a total of \$52,000 of fees or taxes waived or backfilled. TDR will waive the replacement of the 4 foot sidewalks on Van Buren & 8th St. The City will provide a \$5000 training grant if applicant applies for a state grant as well.
Attach additional sheets if necessary	

Buyer's Closing Statement  
File 8433

1/5/11 3:28 PM

CB Title, LLC (719) 228-1060

Buyer's Closing Statement

Buyer(s) CARDINAL CG LOVELAND COLORADO COMPANY, a Wisconsin corporation,  
775 PRAIRIE CENTER DR, SUITE 200, EDAN PRAIRIE, MN 56344

Seller(s) TJ&I, LLC, 105 E. MORENO AVE., SUITE 200, COLORADO SPRINGS, CO 80903

Lender

Property Lot 1, Block 1, REPLAT OF LOTS 1, 4, 5, 6, & 7 OF WEST INDUSTRIAL ADD,  
LOVELAND  
999 N. VAN BUREN AVENUE, LOVELAND, CO 80637

Closing date 1/11/2011 Proration date 1/11/2011

Bank ANB - American National Bank

Escrow Unit 20 - CB Title, LLC

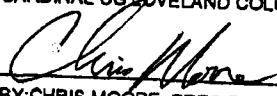
Escrow Officer Connie Arbuckle

	Debit	Credit
Contract Sales Price .....	2,300,000.00	
<b>Deposits:</b>		
Deposit or earnest money from CARDINAL CG COMPANY.....		50,000.00
<b>Additional Credits:</b>		
Additional Earnest Money from CARDINAL CG COMPANY.....		50,000.00
<b>Prorations:</b>		
County taxes		
From 1/1/2011 to 1/11/2011 @ \$109.79438/day.....		1,097.94
<b>Title Charges:</b>		
Endorsements (per title commitment) to STEWART TITLE GUARANTY COMPANY.....	4,316.00	
Tax Certification (2) to STEWART TITLE GUARANTY COMPANY.....	40.00	
Contract Closing Fee to CB Title, LLC.....	250.00	
<b>Recording Fees/Transfer Charges:</b>		
Recording fees: to CB Title, LLC		
Deed \$11.00; Release \$60.00; Misc Rec. \$177.00.....	117.00	
State tax/stamps: to CB Title, LLC.....	230.00	
	Subtotal:	
	2,304,953.00	101,097.94
Balance due from Buyer:		2,203,855.06
	Totals:	2,304,953.00
	2,304,953.00	2,304,953.00

THE UNDERSIGNED, by the execution hereof, hereby (i) acknowledge that they have read the above and foregoing Closing Statement, (ii) acknowledge that the same is true and correct, and (iii) authorize and direct the Closing Agent to receive all amounts and disburse all amounts pursuant to the foregoing Closing Statement.

It is mutually understood and agreed the taxes are estimated and in case of adjustments same will be made between the parties hereto. The Closing Agent is relieved of any responsibility with the adjustment of said taxes.

CARDINAL CG LOVELAND COLORADO COMPANY, a Wisconsin corporation

  
BY: CHRIS MOORE, PRESIDENT & SECRETARY

CB Title, LLC

By: 

REALTEC CRES LOVELAND

By: 