

CCMtg 6-21-2011



Traffic Policy

Loveland Classical Schools' Traffic Policy serves to maintain and support the safety of those accessing LCS' campus and to accommodate travel demand. The tenets that support this goal include the following:

- Provide a safe environment for LCS students, parents and staff
- Provide sufficient capacity for all traffic into and out of campus
- Maintain adequate emergency vehicle access

Parents and students are expected to uphold the schools' virtues: honesty, responsibility, service, perseverance, loyalty, forgiveness, integrity, courage, humility, prudence and temperance; at all times—including during pick up and drop off.

Traffic Control Coordinator

Loveland Classical Schools will appoint a staff member prior to the start of each school year to act as Traffic Control Coordinator. This person will be responsible for ensuring that the traffic plan is being properly implemented. All traffic concerns will be directed to the coordinator.

Mandatory Traffic Meeting

Each family is required to attend one of the two traffic orientation meetings offered at LCS each school year. The meetings will cover traffic flow, rules, traffic concerns, and all other pertinent details. Contact the Traffic Control Coordinator at Loveland Classical Schools by calling 970.670.0527, email traffic@lovelandclassical.org, or refer to the website at www.lovelandclassical.org for more information and a calendar of events.

Carpooling

LCS encourages parents to utilize carpooling whenever possible to mitigate the travel demand into and out of campus. The Traffic Control Coordinator arranges carpools.

Required Volunteer Time

The success of LCS is rooted in parental involvement. One of the ways that parents are required to be involved at LCS is assisting in traffic control during those times of the day that pedestrian and vehicular traffic access the campus. Required volunteer activities include serving as a crossing guard at our main access along 14th Street SW, on-site traffic control at various conflict points, and so forth.

Each family must provide one volunteer to assist with traffic direction both at drop off and pick up a minimum of three times a school year. The Traffic Control Coordinator is responsible for scheduling and directing volunteer efforts. Contact the Traffic Control Coordinator at Loveland Classical Schools by calling 970.670.0527 or e-mailing traffic@lovelandclassical.org to help with carpools and traffic direction.

Enforcement of Traffic Violations

The Traffic Control Coordinator will establish an enforcement expectation with local police to address neighborhood concerns. Traffic violations are enforced both by LCS and local police. If traffic policies are violated, the school may issue a \$5.00 LCS ticket.

Community Traffic Meetings

Loveland Classical Schools hosts two traffic meetings each year for the community. The meetings provide an opportunity to voice any concerns with current traffic and discuss resolutions to those concerns offered at LCS each school year. Meetings will be posted on the LCS website and in the newsletter, which is distributed to parents of currently enrolled students.

Traffic Team

Based on need, the Traffic Control Coordinator and LCS administration may consider the establishment of a traffic team. The group could meet every week for the first month of school and every other month thereafter. The team would provide regular reports to the LCS board of directors and staff.

Traffic Policies Agreement

Parents are agreeing to abide by these policies at all times as evidenced by their signature of the LCS Handbook.

Drop-Off Procedures

Arrival Time

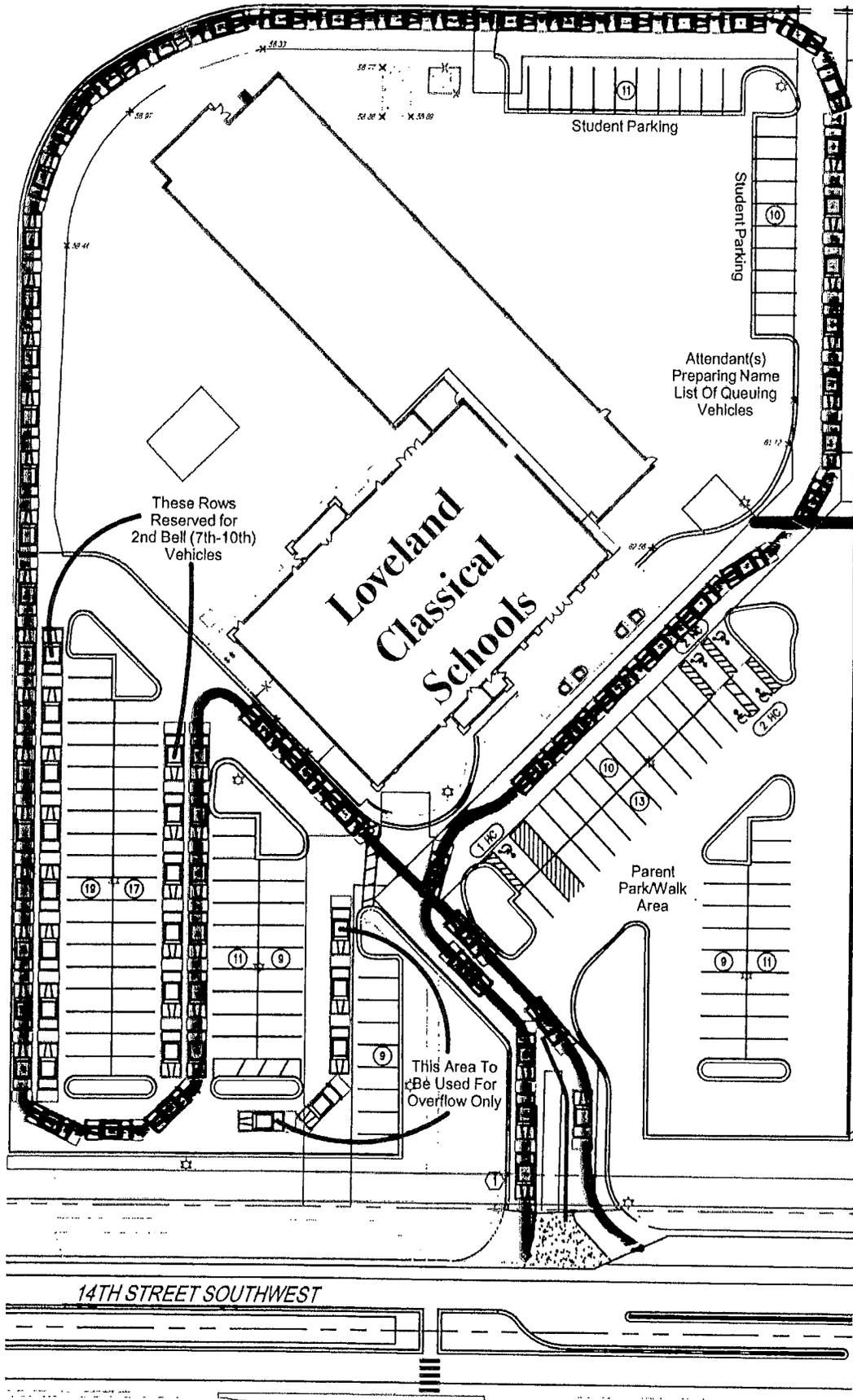
Students are to be dropped off no earlier than 15 minutes before the beginning of school unless you are dropping off both elementary and upper level students at the same time. Families with students in both elementary and middle or high school may drop off their students at the same time but no earlier than 15 minutes prior to the first school start time (i.e., the start time for 7-12 grades). Students arriving early will be supervised in the gymnasium until five minutes prior to their start time at which time they will be escorted to their classrooms. Note that elementary students start school 20 minutes after students in grades 7-12.

Kindergarten students have the same drop off times as all other elementary students on Mondays - Thursdays. Friday morning kindergarteners have the same drop off time; however, Friday afternoon kindergarteners begin school at 11:40 a.m. and should be dropped off with enough time to be in their desks by start time.

Continuous Drop-Off

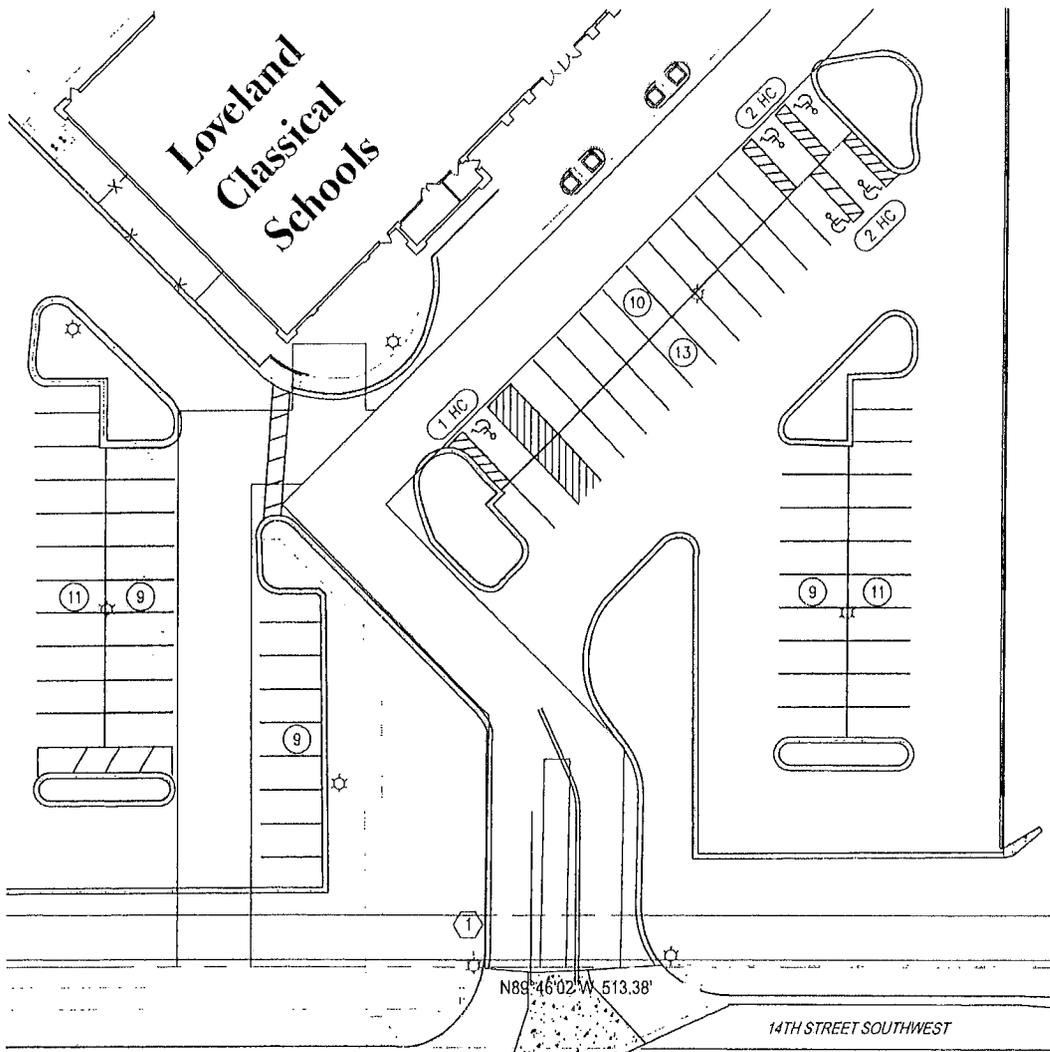
In an effort to avoid traffic back-ups and delays, please be sure you and your child are ready for drop-off; dawdling is not allowed. Please be courteous in time and action. Some parents have students at other schools and therefore maintain tight schedules.

Enter the property from 14th Street SW and stay left. Follow the loop to the west of the building around the north side and drop your child off just south of the front of the building's stone pillars. Double queuing is not allowed around the school as a fire lane must remain open at all times during drop-off. Note that all students should always exit the vehicle from the passenger side and should never cross in front of or behind vehicles unless accompanied by an adult.



Parking during Drop-Off

Drop-off and pick-up sites (see highlighted areas on the map) are to the southeast and south portions of the school. Parking in specified areas is permitted for parents wanting to walk their children to the building. First use the parking spaces in the east parking lot if spaces are available. The parking aisle in the other parking lot is for queue overflow and should be kept clear as much as possible. Note that students should always be accompanied by an adult. If walking, exit the vehicle and walk to the designated crossing areas.



Exiting

Exits may be made onto 14th Street SW by turning right (west) or left (east). Please note that the exit breaks into two lanes depending on the direction of desired travel on 14th Street SW.

Pick Up Procedures

Arrival Time

Parents can begin arriving at LCS to pickup their children 15 minutes prior to the conclusion of school. If you are picking up both elementary and upper level students at the same time, you may make arrangements with our front office to have your elementary child supervised until the 7-12th grades are released 20 minutes later. Note that elementary students are dismissed from school 20 minutes before students in grades 7-12.

Kindergarten students have the same pickup times as all other elementary students Mondays - Thursdays. Friday morning kindergarteners are dismissed at 10:50 a.m. Friday afternoon kindergarteners have the same release time as the rest of the elementary school.

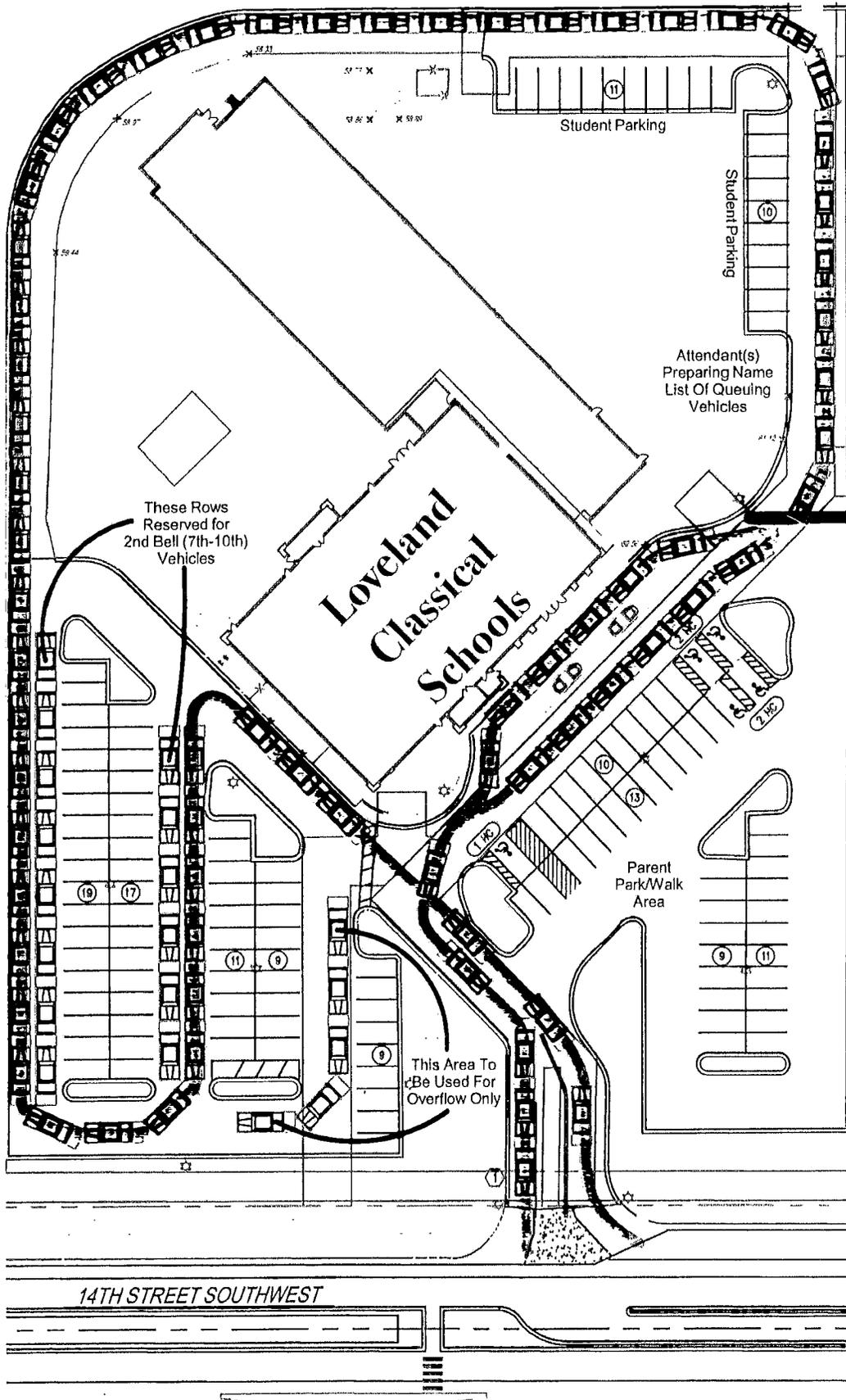
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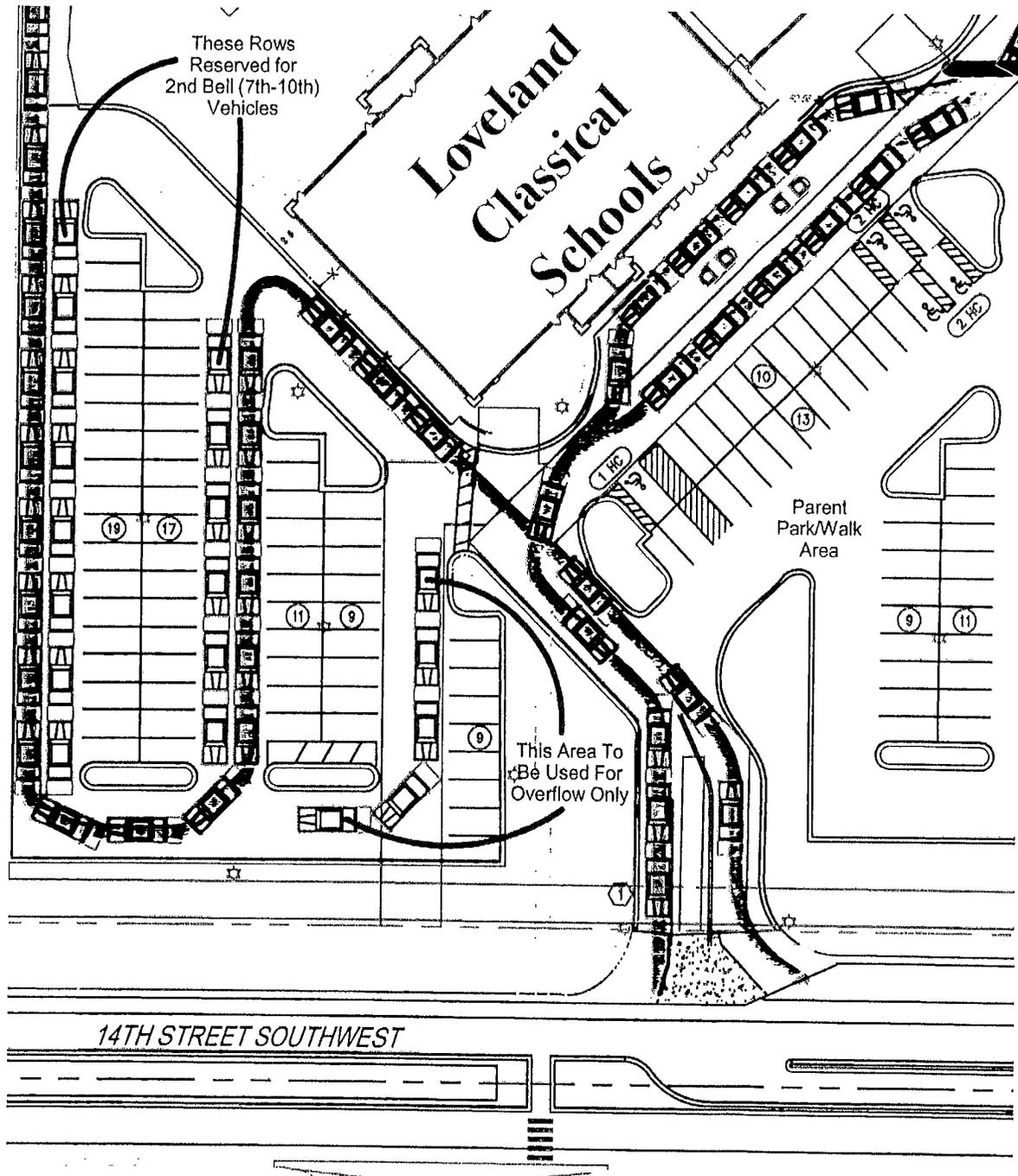
Enter the property from 14th Street SW and stay left. Follow the loop to the west of the building around the north side and drop your child off just south of the front of the building's stone pillars. Double queuing is not allowed around the school as a fire lane must remain open during pick-up. However, double queuing is allowed at the curb adjacent to the front of the school.

Once dismissed from class, students will assemble in the common areas of the school and will be grouped by family number. Each vehicle will have a placard displaying the student(s) family number(s). Family numbers will be relayed by two-way radio and announced in the common area. The called students will assemble on the sidewalk outside with the assistance of traffic volunteers.

Six to eight vehicles will be loaded at a time. When all traffic in the queue has stopped moving, a whistle is blown for the students to load the vehicles. When all students have been loaded and are clear, the whistle will be blown again to signal the loaded vehicles to exit the pick-up area. Note that all students should always enter the vehicle from the passenger side.



Note: The double stack queue in the parking aisles are for first bell and second bell dismissal vehicles. Parents who are queuing for the first dismissal bell (elementary students) should use the left side of the queue. Parents waiting for the second dismissal bell (upper school students) should use the right side of the queue.



Parking during Pick-Up

Follow the same procedures outlined in the drop off section.

Exiting

Follow the same procedures outlined in the drop off section.

Safety Rules and General Guidelines

- Absolutely no parking (whether temporary or permanent) is allowed on 14th Street SW or in adjacent neighborhoods. Parents may park in designated areas on LCS property. This will be enforced by both police and LCS staff. For the safety of our students and the driving public at large, no one is allowed to stop or get out of their vehicle on 14th Street SW.
- When using the drop-off and pick-up lane, please pull up as far as possible. If you are first in line, please pull up past the front door.
- Please remain in your vehicle. Staff will be available to assist your child with exiting and entering the vehicle.
- Follow all directions and signals of LCS staff and traffic volunteers.
- No parking is allowed in the carpool lane. Parking is only permissible in designated parking spaces.
- You must circle back around to the end of the carpool lane if you need to pick up someone, who is not immediately available.
- Do not change lanes in the carpool lane or in the school parking lot.
- Cell phone use is not allowed while in the carpool lanes.
- Have your child ready to unload quickly from the passenger side of the vehicle.
- Keep your child's backpack and belongings for school in the car so that the trunk does not have to be opened.
- Lines are minimal 10-15 minutes prior to the start of school, but expect delays and be patient if you're arriving only a few minutes before the school start time.
- Tardiness is not an acceptable excuse because your vehicle is delayed by carpool traffic. Note that children are tardy if they are not at their desks and ready to learn by the school start time.

Traffic Plan

Upon enrollment parents and students must sign the *Basic Information and Acknowledgement Form* stating they will abide by the traffic policies—stated as such:

Safety The safety of students is a primary concern of LCS. The most common and frequent threat to safety is the heavy automobile traffic during student drop-off and pick-up times. We must drive safely and slowly and only drop students in designated areas. To be courteous to others, pull forward as much as possible, allowing for the maximum number of students to exit/enter vehicles. No vehicles are permitted to drive through or park in the Blackbird Knolls subdivision, which is directly south of the school, or stop on 14th Street SW at any time. No exceptions. This will be enforced by LCS and police as necessary.

It is vital for the students' safety that all parents abide by the traffic policies set forth in the Loveland Classical Schools Handbook and in periodic communications from the school. It is necessary for everyone to follow the instructions and directions of school staff and volunteers, who are directing traffic. Failure to do so not only compromises the safety of the students, but also undermines in a direct and visible way the values we are teaching to the children, including integrity and responsibility. Parents must set the example of obedience to the rules.

Parents and students must also agree and sign the *Code of Conduct*, which includes:

TRAFFIC SAFETY

Drivers and students will abide by traffic policies set forth in the Loveland Classical Schools Handbook. Failure to do so not only compromises the safety of the students but also undermines in a direct and visible way the values we are teaching to the students including respect and responsibility.

Drivers will set the example of obedience to the rules.

Failure to sign these documents results in the student not being allowed to enroll.

July 2011 Loveland Classical Schools handbook (which includes the traffic policy) is made available on the LCS website.

August 18th Parents are required to attend a mandatory meeting to discuss the traffic policy, rules, and guidelines.

On-going The Traffic Coordinator will make regular (at least bi-monthly) assessments of the traffic issues and concerns, and report to the Principal who will determine the course of corrective action.

Winter of 2011 LCS will conduct the 1st community traffic meeting.

Spring of 2012 LCS will conduct the 2nd mandatory parent traffic meeting.

6-21-2011

FIRST AMENDMENT TO THE ANNEXATION AGREEMENT PERTAINING TO THE CHURCH AT LOVELAND ADDITION TO THE CITY OF LOVELAND, LARIMER COUNTY, COLORADO

This FIRST AMENDMENT to the Annexation Agreement Pertaining to The Church at Loveland Addition to the City of Loveland, Larimer County, Colorado, is entered into this _____ day of _____, 2011 ("First Amendment"), by and among the CITY OF LOVELAND, COLORADO, a home rule municipality ("City") and Loveland Classical School Project Development, LLC, a Utah limited liability company ("Developer"), jointly referred to herein as ("the Parties").

WITNESSETH

WHEREAS, on January 5, 2007, the City and the Developer's predecessor in title to the hereafter described Property, entered into an Annexation Agreement Pertaining to the Church at Loveland Addition to the City of Loveland, Larimer County, Colorado, ("the Annexation Agreement") regarding certain property, more particularly described in **Attachment 1**, attached hereto and incorporated herein ("the Property"), which was recorded in the Larimer County Records on February 13, 2007 at Reception No. 20070011386; and

WHEREAS, on December 5, 2006, the Loveland City Council passed on second reading, Ordinance No. 5151 approving the Annexation Agreement, which was recorded in the Larimer County Records on February 13, 2007 at Reception No. 20070011385; and

WHEREAS, the Annexation Agreement provides that it may only be amended by written agreement of the City and the Developer; and

WHEREAS, the Developer has purchased the Property for the use and benefit of Loveland Classical Schools, a Colorado nonprofit corporation and public charter school, and will thereby take on the responsibilities, benefits and burdens of the Developer under the Annexation Agreement as amended by this First Amendment; and

WHEREAS, the Parties now desire to make certain changes to the Annexation Agreement.

NOW, THEREFORE, by and in consideration of mutual covenants contained herein and other good and valuable consideration, the Parties agree to the following:

1. Paragraph 7. of the Annexation Agreement is amended to read in full as follows:

7. Public Street Improvements.

7.1 If the Property is used as a public or private school, in order to safely accommodate the traffic associated with such school use within the Property, the Developer shall modify the existing center median in 14th Street Southwest, per the approval of the City Engineer, to allow exiting left-turns from the Property access onto

14th Street Southwest. Any such modification undertaken by the Developer shall be done in such a manner so as to ensure that the remaining irrigation system within the existing center median remains intact and continues to operate and function properly with respect to any remaining landscaping. Additionally, any trees which must be removed due to such modification shall be preserved by Developer and if so requested by the Blackbird Knolls Homeowners Association (the "Association") on or before July 1, 2011, Developer shall provide to the Association those trees requested for replanting. The Developer shall design and construct the median improvements per the approval of the City Engineer prior to the opening of the public or private school.

7.2 In the event a public or private school is located on the Property and any development occurs on any adjacent or nearby property, including, without limitation, any expansion of any public or private school hereafter located on the Property onto such adjacent or nearby property, and such development requires or requests, for any reason, access through or over the Property for ingress from or egress to 14th Street Southwest, the Developer shall not grant, permit, or allow such access across the Property without the Loveland City Council's prior written consent.

7.3 In the event the City Engineer observes or determines that any of the following conditions exist, the City Engineer may give the Developer written notice of such condition and require the Developer to remedy the condition:

- (a) Traffic generated from activities on the Property are exceeding the trip generation projections in the "Loveland Classical Schools Traffic Impact Study" dated May 2011 ("Study") prepared by Developer's traffic engineers, Delich Associates, and on file with the City or if a school operating on the Property is not complying with the staggered start and dismissal schedules set out in the Study or such other start and dismissal schedules as otherwise approved by the City Engineer;
- (b) The student enrollment of any public or private school being operated on the Property exceeds six hundred twenty (620) students, meaning that more than six hundred and twenty (620) students have been scheduled to be physically present in school at the same time; or
- (c) The traffic generated by the then current use at the Property is, in the reasonable judgment of the City Engineer, creating a public safety hazard for motor vehicle traffic, bicycles, or pedestrians.

In the event the Developer fails to remedy such condition within sixty (60) days following receipt of such notice, or if the condition is not curable within such time period, and the Developer fails to provide the City Engineer within such 60-day period a written plan from a traffic engineer licensed as a professional engineer in the state of Colorado that will, in the City Engineer's reasonable judgment, remedy the condition, the Developer agrees that the City Engineer may, in the exercise of the City's police powers, take such actions as are needed to restrict traffic access to the Property as authorized in the Larimer County Urban Street Standards, the City Code, or under State law, in order to remedy the condition. The Developer's failure to timely follow and complete any plan to remedy the condition that is provided by the Developer's traffic engineer and approved by the City Engineer, shall also be grounds authorizing the City Engineer to so restrict traffic access to the Property.

2. Paragraph 8. of the Annexation Agreement is amended to read in full as follows:

8. Limitation on allowable land uses. Notwithstanding the provisions of the B-Developing Business Zone District, use of the Property shall be limited to a Place of Worship or Assembly; Public and Private schools with a student body enrollment not exceeding six hundred twenty (620) students, meaning that the schedules set for the students as to when they are to begin and end their school day shall not be set such that at any time during the school day there is the potential that more than six hundred and twenty (620) students will be scheduled to be physically present in the school at the same time; and Accessory Uses associated therewith. If the Property is used as a public or private school, upon written request by the City, the school occupying the Property shall provide the City written documentation of the number of students enrolled in the school and how they are scheduled, within fifteen (15) days of receiving such request. Allowable Accessory Uses on the Property shall include, without limitation, the following uses provided that such uses are in compliance with all other applicable provisions of Chapter 18.48 of the Loveland Municipal Code:

- a. Single-family dwelling(s) – strictly for staff housing;
- b. Two-family dwelling(s) – strictly for staff housing;
- c. Accessory buildings, fields, and play areas for public or private schools;
- d. Commercial day-care center licensed by the state;
- e. Pre-school or before and after school program operated in conjunction with a Public or Private school;
- f. Community facility; and
- g. Conference Center.

3. Paragraph 10. of the Annexation Agreement is amended to read in full as follows:

10. Compliance of exterior architecture. The initial improvements by Developer to the Property for use as a public school have been approved by the City Planning Manager. Any future phases of improvements constructed on the Property shall remain consistent with the architectural features and standards of the existing buildings on the Property.

4. Paragraph 14. of the Annexation Agreement is amended to read in full as follows:

14. Remedies. In the event that a party breaches its obligations under this Agreement, the injured party shall be entitled only to equitable relief, including specific performance, and such other equitable remedies as may be available under applicable law. Notwithstanding the foregoing, in the event of a breach of this Agreement by the Developer, the City shall have full authority to exercise its police powers under any applicable law in order to enforce this Agreement, including without limitation, restrict motor vehicle access to the Property.

5. Paragraph 16. of the Annexation Agreement is amended to read in full as follows:

16. Binding Effect and Recordation. The promises made in this Agreement by the Developer shall be deemed to have been made by any corporation or another business affiliated with Developer that acquires ownership or possession of all or any portion of

the Property. It is the intent of the parties that their respective rights and obligations set forth in this Agreement shall constitute covenants and equitable servitudes that run with the Property and shall benefit and burden any successors and assigns of the parties. The Developer agrees that all promises made by the Developer under this Agreement shall constitute covenants and equitable servitudes that run with the land.

6. The Developer acknowledges and agrees that in the event it expands the student enrollment capacity of its proposed public school on the Property by constructing a new building on any adjacent property without such property being annexed to the City, the City shall be under no obligation to provide any out-of-city utility services to the new building, such as water, sewer and electricity, without the Loveland City Council's prior written consent as required in the City's Municipal Code.

7. Except for the changes set forth above, all of the terms and conditions of the Annexation Agreement shall continue in full force and effect and shall continue to be binding on all parties thereto.

8. Any modification from the original Annexation Agreement or this First Amendment must be in writing, signed by both Parties, and shall require prior written approval from City Council.

9. This First Amendment shall be null and void if a public or private school does not occupy the Property by December 31, 2011. In such instance, the original Annexation Agreement Pertaining To The Church At Loveland Addition To The City Of Loveland, Larimer County, Colorado shall remain in full effect as originally recorded at Reception No. 20070011386 on February 13, 2007.

10. The City shall record this First Amendment with the Larimer County Clerk and Recorder.

ATTEST:

CITY OF LOVELAND, COLORADO:

City Clerk

William D. Cahill, City Manager

APPROVED AS TO FORM:

John R. Duval

ATTACHMENT 1

That portion of Section 21, Township 5 North, Range 69 West of the 6th Principal Meridian, County of Larimer, State of Colorado, described as follows: Beginning at the Southwest corner of said Section 21; thence along the centerline of that certain parcel of land described in deed recorded in Book 1028 Page 527 records of said County, North $00^{\circ}56'30''$ East 543.02 feet; thence North $89^{\circ}43'30''$ East 30.01 feet to the Southwest corner of that certain parcel of land described in instrument recorded in Book 1333 Page 39 records of said County; thence along the Southerly line of said land recorded in Book 1333 Page 39, North $89^{\circ}43'30''$ East 502.10 feet; thence South $89^{\circ}50'00''$ East 637.74 feet to the TRUE POINT OF BEGINNING; thence continuing South $89^{\circ}50'00''$ East 513.46 feet to the Southeast corner of said land recorded in Book 1333 Page 39; thence South $00^{\circ}56'30''$ West 509.07 feet to a line that is parallel with and 40.00 feet North (measured at right angles) of the South line of the Southwest Quarter of Section 21; thence along said parallel line North $89^{\circ}46'02''$ West 513.45 feet to a line that bears North $00^{\circ}56'30''$ East and passes through the TRUE POINT OF BEGINNING; thence along said line North $00^{\circ}56'30''$ East 508.48 feet to the TRUE POINT OF BEGINNING.

Also known as Lot 1, Block 1 of the Church at Loveland 1st Subdivision, City of Loveland, County of Larimer, State of Colorado.

The above described parcel contains 5.996 acres, more or less, and is subject to all existing easements and/or rights of way of record.

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John R. Duval

ATTACHMENT 1

That portion of Section 21, Township 5 North, Range 69 West of the 6th Principal Meridian, County of Larimer, State of Colorado, described as follows: Beginning at the Southwest corner of said Section 21; thence along the centerline of that certain parcel of land described in deed recorded in Book 1028 Page 527 records of said County, North $00^{\circ}56'30''$ East 543.02 feet; thence North $89^{\circ}43'30''$ East 30.01 feet to the Southwest corner of that certain parcel of land described in instrument recorded in Book 1333 Page 39 records of said County; thence along the Southerly line of said land recorded in Book 1333 Page 39, North $89^{\circ}43'30''$ East 502.10 feet; thence South $89^{\circ}50'00''$ East 637.74 feet to the TRUE POINT OF BEGINNING; thence continuing South $89^{\circ}50'00''$ East 513.46 feet to the Southeast corner of said land recorded in Book 1333 Page 39; thence South $00^{\circ}56'30''$ West 509.07 feet to a line that is parallel with and 40.00 feet North (measured at right angles) of the South line of the Southwest Quarter of Section 21; thence along said parallel line North $89^{\circ}46'02''$ West 513.45 feet to a line that bears North $00^{\circ}56'30''$ East and passes through the TRUE POINT OF BEGINNING; thence along said line North $00^{\circ}56'30''$ East 508.48 feet to the TRUE POINT OF BEGINNING.

Also known as Lot 1, Block 1 of the Church at Loveland 1st Subdivision, City of Loveland, County of Larimer, State of Colorado.

The above described parcel contains 5.996 acres, more or less, and is subject to all existing easements and/or rights of way of record.

