

City Council Study Session
September 13, 2011
Page 1 of 1

Mayor Gutierrez called the Study Session of the Loveland City Council to order at 8:45 p.m. after the Special Meeting which started at 6:30 p.m. on the above date. Councilors present: Gutierrez, Heckel, Solt, Klassen, McEwen, Rice, Johnson, McKean and Shaffer. City Manager, Bill Cahill was also present.

1. FINANCE

Presentation of the City Manager's Recommended Budget for 2012

City Manager, Bill Cahill gave a brief detailed introduction of the item. Budget Officer, John Hartman presented the City Manager's 2012 Recommended Budget, which includes the 2012 Recommended Capital Program to Council. The discussion also included a review of trends, revenue projections and major changes to the budget. Council directed staff to move forward with the budget process and return to the October 4, 2011 meeting for a public hearing and first reading of the ordinance. If approved, the second reading would be held October 18, 2011. Council thanked staff for all their hard work in preparing the 2012 budget.

2. FINANCE

Introduction to a Fund Balance Policy

Assistant City Manager/Finance Director, Renee Wheeler presented this information only item to Council for discussion. Staff is recommending a policy to identify the minimum amount of unassigned fund balance, in a governmental fund, or working capital, in an Enterprise Fund, that should be maintained to ensure the City could respond to an unanticipated event that could adversely affect the financial condition of the City. Discussion concerned the Draft Fund Balance Policy and the GFOA Best Practice guidelines presented. Council directed staff to move forward to finalize the proposed policy and return to a future meeting for consideration.

The study session was adjourned at 8:46 p.m.

Respectfully Submitted,

Jeannie M. Weaver, Deputy City Clerk

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 Boy Scout Troop #587 led the Pledge of Allegiance

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

PROCLAMATION Councilor Rice read the proclamation. Sylvia Fiscus and Sharon Johnson from the Daughters of the American Revolution accepted the proclamation.

PROCLAMATION

WHEREAS, our Founding Fathers, in order to secure the blessings of liberty for themselves and their posterity, did ordain and establish a Constitution for the United States of America; and

WHEREAS, it is of the greatest import that all citizens fully understand the provisions and principles contained in the Constitution in order to support it, preserve it and defend it against encroachment; and

WHEREAS, the two hundred twenty third anniversary of the signing of the Constitution provides a historic opportunity for all Americans to learn about and recall achievements of our Founders, and to reflect on the rights and privileges of citizenship, as well as its attendant responsibilities; and

WHEREAS, the independence guaranteed to the American people by the Constitution should be celebrated by appropriate ceremonies and activities during Constitution Week, September 17 through 23, as designated by a proclamation of the President of the United States of America in accordance with Public Law 915.

NOW, THEREFORE, we, the Loveland City Council of the City of Loveland, do hereby proclaim September 17 through 23, 2011 as

CONSTITUTION WEEK

in the City of Loveland, and urge all our citizens to pay special attention during that week to our Federal Constitution and the advantage of American Citizenship.

Signed this 20th day of September, 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 Solt asked that Item 13 be removed from the Consent Agenda. Councilor Johnson moved to approve the Consent Agenda with the exception of Item 13. The motion was seconded by Councilor Heckel and a roll call vote was taken with all councilors present voting in favor thereof.

1. MINUTES

a) Minutes for the September 6, 2011 regular meeting were approved.

2. DEVELOPMENT SERVICES

Municipal Code Amendment – Title 18 Temporary & Minor Exempt Signs

Ordinance #5623

Legislative Action: "AN ORDINANCE AMENDING TITLE 18 OF THE LOVELAND MUNICIPAL CODE BY AMENDING CHAPTER 18.50 REGARDING TEMPORARY SIGNS, EXEMPT SIGNS, PROJECT MARKETING SIGNS AND ENFORCEMENT" was approved and ordered published on second reading.

3. DEVELOPMENT SERVICES

Easement Vacation Civic Center Campus

Ordinance #5624

Legislative Action: "AN ORDINANCE VACATING THE EXCLUSIVE UTILITY EASEMENT LOCATED ON PORTIONS OF LOT 2, BLOCK 1, AND LOT 1, BLOCK 1, CIVIC CENTER SECOND SUBDIVISION, CITY OF LOVELAND, LARIMER COUNTY, COLORADO" was approved and ordered published on second reading.

4. DEVELOPMENT SERVICES

Supplemental Appropriation Historic Preservation Outreach and Education

Ordinance #5625

Administrative Action: "AN ORDINANCE ENACTING A SUPPLEMENTAL BUDGET AND APPROPRIATION TO THE 2011 CITY OF LOVELAND BUDGET FOR HISTORIC PRESERVATION OUTREACH AND PUBLIC EDUCATION" was approved and ordered published on second reading.

5. DEVELOPMENT SERVICES

Historic Designation Larimer County Bank Building

Ordinance #5626

Legislative Action: "AN ORDINANCE OF THE CITY COUNCIL DESIGNATING AS A HISTORIC LANDMARK THE LARIMER COUNTY BANK BUILDING LOCATED AT 247 EAST FOURTH STREET IN LOVELAND, COLORADO" was approved and ordered published on second reading.

6. PUBLIC WORKS

Supplemental Appropriation CDOT Safe Routes to School Grant

Ordinance #5627

Administrative Action: "AN ORDINANCE ENACTING A SUPPLEMENTAL BUDGET AND APPROPRIATION TO THE 2011 CITY OF LOVELAND BUDGET FOR 7TH STREET AND GARFIELD AVENUE AREA (TRUSCOTT ELEMENTARY) SIDEWALK IMPROVEMENTS" was approved and ordered published on second reading.

City Council adjourned and convened as the Board of Directors for the Loveland General Improvement District #1 (GID)

7. PUBLIC WORKS

Supplemental Appropriation – Traffic Signal & Lighting Upgrades

1st Rdg Ord & P.H.

Administrative Action: A public hearing was held and "AN ORDINANCE ENACTING A SUPPLEMENTAL BUDGET AND APPROPRIATION TO THE 2011 LOVELAND GENERAL IMPROVEMENT DISTRICT #1 FOR TRAFFIC SIGNAL POLE AND ARM UPGRADES" was approved and ordered published on first reading.

The Board of Directors for the General Improvement District #1 adjourned and reconvened as City Council

8. HUMAN RESOURCES

Setting Special Council Meeting Dates

Motion

Administrative Action: A motion calling for special meetings on September 27, 2011 for the purpose of discussing and considering any necessary actions regarding matters related to the ACE Manufacturing and Innovation Park and September 28 and October 5, 2011 for the purpose of holding Executive Sessions to finalize the evaluation process and to conduct evaluations with Council appointed staff was approved.

9. DEVELOPMENT SERVICES

Easement Vacation McKee Meadows 9th Subdivision (Liquor Max)

1st Rdg Ord & P.H.

Legislative Action: A public hearing was held and "AN ORDINANCE VACATING A PORTION OF A UTILITY AND DRAINAGE EASEMENT ON LOT 2, BLOCK 1, AMENDED PLAT OF LOTS 1 & 2, BLOCK 1, OF THE AMENDED PLAT OF LOTS 3 & 5, BLOCK 1, MCKEE MEADOWS 9TH SUBDIVISION" was approved and ordered published on first reading.

10. DEVELOPMENT SERVICES

Annexation Agreement Amendment Ozzie's First Addition (Habitat for Humanity Restore)

1st Rdg Ord & P.H.

Legislative Action: A public hearing was held and "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOVELAND, COLORADO APPROVING AN AMENDMENT TO THE ANNEXATION AGREEMENT FOR CERTAIN PROPERTY LOCATED WITHIN OZZIE'S FIRST ADDITION, CITY OF LOVELAND, COUNTY OF LARIMER, COLORADO" was approved and ordered published on first reading.

11. DEVELOPMENT SERVICES

Easement Vacation Windemere 1st Subdivision

1st Rdg Ord & P.H.

Legislative Action: A public hearing was held and "AN ORDINANCE VACATING A PORTION OF A UTILITY AND DRAINAGE EASEMENT ON LOT 7, BLOCK 2, WINDEMERE FIRST SUBDIVISION" was approved and ordered published on first reading.

12. FINANCE

Public Hearing Date for 2012 Recommended Budget

Resolution #R-54-2011

Administrative Action: Resolution #R-54-2011 establishing a date, time, and place for a public hearing on the 2012 Recommended Budget for the City of Loveland, Colorado was approved.

RESOLUTION #R-54-2011

A RESOLUTION ESTABLISHING A DATE, TIME, AND PLACE FOR A PUBLIC HEARING ON THE 2012 RECOMMENDED BUDGET FOR THE CITY OF LOVELAND, COLORADO

WHEREAS, pursuant to Section 11-2(b) of the Loveland City Charter, the City Manager is required to submit to the City Council, on or before the first Tuesday in October of each year, a proposed budget for the City for the next ensuing fiscal year; and

WHEREAS, on September 13, 2011, the City Manager submitted the 2012 Recommended Budget, including the 2012-2016 Recommended Capital Projects Program, to the City Council; and

WHEREAS, in accordance with Section 11-4(a) of the Loveland City Charter, the City Council desires to set a date, time, and place for a public hearing on the 2012 Recommended Budget.

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

Section 1. That a public hearing is hereby scheduled to consider the adoption of the 2012 Recommended Budget for October 4, 2011 at 6:30 p.m., at which time objections of the electors of the City of Loveland shall be considered. Said hearing shall be held at the Loveland Municipal Complex, 500 East Third Street, Loveland, Colorado.

Section 2. That the City Clerk shall give notice of said hearing in the manner prescribed by Section 11-4(b) of the Loveland City Charter and § 29-1-106, C.R.S.

Section 3. That this Resolution shall be effective as of the date of its adoption.
 ADOPTED this 20th day of September, 2011.
 Cecil A. Gutierrez, Mayor
 Attest: Teresa G. Andrews, City Clerk

13. ECONOMIC DEVELOPMENT

Amendment One to Eslan Park Center Fee Deferral Agreement

Resolution #R-55-2011 This item was removed from the consent agenda.

14. ECONOMIC DEVELOPMENT

Holding Costs for ACE Park Campus

This is an information only item. The City purchased the former Agilent Technologies campus on June 23, 2011. At that time, funding was appropriated to cover two months of holding costs for the operations of the site. City staff is conservatively estimating the City may own the property until April of 2012. Staff is estimating total holding costs for 8 months to be \$490,000.00. Because the incentive fund is currently appropriated, the only new funding not currently appropriated is \$245,000 for the January to April 2012 time frame. This funding will be incorporated into the 2012 Budget.

15. CITY MANAGER

Amending Meeting Dates of Loveland Board of Retirement

Resolution #R-56-2011 Administrative Action: Resolution #R-56-2011 amending the scheduled meeting dates of the City of Loveland Board of Retirement was approved.

RESOLUTION #R-56-2011

A RESOLUTION AMENDING THE SCHEDULED MEETING DATES OF THE CITY OF LOVELAND BOARD OF RETIREMENT

WHEREAS, on December 7, 2010, City Council adopted Resolution #R-67-2010 setting forth the 2011 meeting dates for the City's boards and commissions, including the City of Loveland Board of Retirement (the "Board"); and

WHEREAS, the Board meeting time is currently set on the fourth Thursday of January, April, July and October of each calendar year at 2:00 p.m. in the Main Floor Conference Room, 500 East Third Street, Loveland, Colorado; and

WHEREAS, the City's retirement consultant, Innovest Portfolio Solutions, LLC ("Innovest"), is unable to review and provide the Board with analysis on the financial performance data of the City of Loveland Employees' Retirement Plan because the financial data is released too closely to the current Board meeting dates; and

WHEREAS, on August 31, 2011, the Board approved a motion to recommend that City Council change the Board meeting dates to provide Innovest sufficient time to review the financial performance data prior to the Board's quarterly meetings.

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

Section 1. That the meeting dates adopted in Resolution #R-67-2010 are hereby amended to change the Board's meeting dates from the fourth Thursday of January, April, July and October of each calendar year to the Second Thursday of February, May, August and November of each calendar year. The meeting time and location shall remain the same: 2:00 p.m. in the Main Floor Conference Room, 500 East Third Street, Loveland, Colorado.

Section 2. That Resolution #R-67-2010, as amended herein and by prior resolutions, shall remain in full force and effect.

Section 3. That pursuant to City Code Section 2.14.020B, the City Clerk is directed to publish the revised meeting dates established by this Resolution within seven days after the date of this Resolution to be published in a newspaper of general circulation in the City and in addition post such notice of revised meeting dates in a conspicuous place in the City Municipal Building.

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

ADOPTED this 20th day of September, 2011.

Cecil A. Gutierrez, Mayor

Attest: Teresa G. Andrews, City Clerk

16. CITY MANAGER

Consolidated Firemen's Pension Fund – Member Composition Change

Resolution #R-57-2011

Administrative Action: Resolution #R-57-2011 to amend the 1966 Intergovernmental Agreement between the City of Loveland and the Loveland Rural Fire Protection District to modify the composition of the Board of Trustees of the Consolidated Firemen's Pension Fund of Loveland and the Rural District and to set attendance requirements was approved.

RESOLUTION #R-57-2011

A RESOLUTION TO AMEND THE 1966 INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF LOVELAND AND THE LOVELAND RURAL FIRE PROTECTION DISTRICT TO MODIFY THE COMPOSITION OF THE BOARD OF TRUSTEES OF THE CONSOLIDATED FIREMEN'S PENSION FUND OF LOVELAND AND THE RURAL DISTRICT AND TO SET ATTENDANCE REQUIREMENTS

WHEREAS, in 1966 the City of Loveland (the "City"), by and through its Trustees for the Loveland Firemen's Pension Fund, entered into an agreement with the Loveland Rural Fire Protection District ("LRFPD"), by and through its Trustees for the Loveland Rural Fire Protection District Firemen's Pension Fund, to consolidate the pension funds for their respective volunteer firefighters into a Consolidated Firemen's Pension Fund of Loveland and Rural District (the "Consolidated Pension Fund Agreement"); and

WHEREAS, the Consolidated Pension Fund Agreement established a board comprised of seven members: three representative from the volunteer firefighters, three representatives appointed by the City Council, and one representative appointed by the LRFPD, with each representative having a two-year term (the "Consolidated Pension Fund Board"); and

WHEREAS, in 1984 the City and the LRFPD amended the Consolidated Pension Fund Agreement pursuant to an intergovernmental agreement titled "Amendment to Agreement of May 17, 1966" (the "First Amendment") to increase the term of each board member from two years to four years and to change the composition of the seven member board as follows: three representatives from the volunteer firefighters, two representatives appointed by the City Council, and two representatives appointed by the LRFPD; and

WHEREAS, over the past twenty-five (25) years, the number of volunteer firefighters available to serve on the Consolidated Pension Fund Board has diminished significantly because participation in the City's fire and rescue department, which pursuant to an intergovernmental agreement also serves the LRFPD jurisdiction, has shifted from primarily volunteer firefighters to paid City employee firefighters; and

WHEREAS, Loveland Volunteer Fire Department, Inc., the organization which previously acted as a voice for the volunteer firefighters and designated volunteer firefighters for the Consolidated Pension Fund Board, is no longer in existence; and

WHEREAS, the City and the LRFPD desire to amend the 1966 intergovernmental agreement to modify the composition of the Consolidated Pension Fund Board to reflect the reality of fewer volunteer firefighters being available to serve on the board and the lack of any formal volunteer firefighter organization to designate representatives to the board by modifying the board composition as follows: three representatives appointed by the City Council with preference for a volunteer firefighter in one representative position, three representatives appointed by the LRFPD with preference for a volunteer firefighter in one representative position, and one representative appointed by the Consolidated Pension Fund Board with preference for a volunteer firefighter; and

WHEREAS, the City and the LRFPD also desire to maximize the opportunity for volunteer firefighters to act as representatives on the Consolidated Pension Fund Board by expanding the definition of a volunteer firefighter to include retired volunteer firefighters and retired volunteer firefighters returned to active service, in the event there are no current volunteer firefighters able, willing and qualified to act as a Consolidated Pension Fund Board representative; and

WHEREAS, the City and the LRFPD also desire to set attendance requirement for those appointed to serve as members of the Consolidated Pension Fund board to further ensure that the board is adequately staffed to fulfill its designated functions; and

WHEREAS, the City Council finds that it is in the best interests of the City and its citizens to enter into the "Second Amendment to Agreement of May 17, 1966, Regarding the Consolidated Firemen's Pension Fund of Loveland and Rural District," attached hereto as Exhibit A and incorporated by reference (the "Agreement"), to address the lack of volunteer

firefighters available to serve on the Consolidated Pension Fund Board and to ensure participation of appointed board members; and

WHEREAS, pursuant to C.R.S. § 29-1-203(1), the City and the LRFDP are authorized to cooperate with one another to provide any function or service lawfully authorized to each, and are therefore each authorized under C.R.S. § 29-1-203(1) to enter into the Agreement.

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

Section 1. That the Agreement is hereby approved.

Section 2. That the City Manager is hereby authorized and directed to enter into the Agreement, subject to such modifications in form or substance as the City Manager, in consultation with the City Attorney, may deem necessary to effectuate the purposes of this resolution or to protect the interests of the City.

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

Dated this 20th day of September, 2011.

Cecil A. Gutierrez, Mayor

Attest: Teresa G. Andrews, City Clerk

17. CULTURAL SERVICES

1ST 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 MUSEUM PROGRAMS AND EXHIBITS" was approved and ordered published on first reading. Donors were: the Erion Foundation (\$17,000); Colorado Creative Industries (\$8500); Medical Center of the Rockies (\$5,000); First Western Trust (\$7,725); Audiology and Hearing Center (\$1,000); Kroh Foundation (\$8,685) and Poet Laureate Silver Sponsors (\$2,000). Total donation amount is \$49,910. Cultural Services Director Susan Ison also mentioned the Loveland Choral Society's Christmas Concert will move from the Rialto to the Roberta Price Auditorium which has a 1,200 seating capacity during the Rialto reconstruction.

END OF CONSENT AGENDA

CITY CLERK READ TITLES OF ORDINANCES ON THE CONSENT AGENDA.

CITY COUNCIL

a) Citizens' Reports

b) Business from Council

McKean

Councilor McKean and his family volunteered at the Community Kitchen in response to the "Day of Service" observation of 9/11. Mayor Gutierrez noted the second annual Cravin' Cajun Block Party to benefit the Community Kitchen will be 6-10 p.m. Friday, Sept. 23, at 437 N. Garfield Ave.

Shaffer

Councilor Shaffer thanked those people involved with organizing the "Peace in the Park" event last weekend.

Johnson

Councilor Johnson mentioned the walking tour brochure created by a subcommittee involving Historic Preservation Commission members, Loveland Historical Society members and Museum staff which was made possible through a \$3,000 grant from the Community Marketing Commission. Councilor Johnson suggested shuttle buses or diagonal parking on Cleveland may be options to alleviate traffic congestion during the annual Corn Roast events.

Gutierrez Mayor Gutierrez mentioned the 2011 Governor's Tourism Conference is September 21-23, at Embassy Suites in Loveland. City Council Staff evaluations are due Friday, September 23. The Mayor attended several emergency services event held as part of the 9/11 observance.

c) City Manager Report

Wheeler Assistant City Manager Wheeler mentioned the Northern Colorado Economic Development Corporation Annual Meeting is October 12, 2011 from 11:30 a.m. to 1:30 p.m. Please RSVP to Rochelle by Friday, September 30, 2011. She also noted the joint meeting with the Board of Education was cancelled with a reschedule date to be determine and emailed to Council.

d) City Attorney Report

None

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

13. ECONOMIC DEVELOPMENT

Amendment One to Eslan Park Center Fee Deferral Agreement

Resolution #R-55-2011

Administrative Action: Economic Development Director Betsey Hale introduced this item to Council. This is an administrative action to consider a resolution approving an amendment to a fee deferral agreement approved by Council in 2006. Pine Hill Partners, LLLP, has requested that in consideration of a payment of \$5,000.00 on or before November 1, 2011, the payment date for capital expansion fees and building permit fees which were deferred until October 31, 2011 under the Deferral Agreement be extended until November 1, 2014. Deferred capital expansion fees and building permit fees will be reduced by City sales tax from the Eslan Park Event Center collected and paid to the City through November 1, 2014. Councilor Johnson requested the Economic Development Subcommittee be apprised of fee waiver matters before they go to Council for consideration. Councilor Johnson moved to approve Resolution #R-55-2011 approving Amendment Number One to Eslan Park Center Fee Deferral Agreement. Councilor McKean seconded the motion and a roll call vote was held and all Councilors present voted in favor thereof.

RESOLUTION #R-55-2011

A RESOLUTION APPROVING AMENDMENT NUMBER ONE TO ESLAN PARK CENTER FEE DEFERRAL AGREEMENT

WHEREAS, Eslan Park, LLC, a Colorado limited liability company ("Eslan Park") and the City entered into that certain Eslan Park Event Center Fee Deferral Agreement dated July 25, 2006 (the "Agreement"), approved by City Council by adoption of Resolution No. 66-2006; and

WHEREAS, the Agreement permitted Eslan Park to assign its interest in the Agreement to Pine Hill Partners, LLLP, a Colorado limited liability limited partnership ("Pine Hill") provided that Pine Hill assumed all of Eslan Park's obligations under the Agreement, and such an assignment has been accomplished and accepted and approved on behalf of the City pursuant to that certain Assignment of Agreement dated June 14, 2011 (the "Assignment"); and

WHEREAS, the Agreement deferred, for a period of 36 months ending October 31, 2011, payment of certain Fees, including CEF's and building permit fees, in the total amount of \$160,000.00 due in connection with construction of an Event Center (the "Deferred Fees"), as more specifically set forth in the Agreement; and

WHEREAS, the Agreement further provided that one hundred percent (100%) of the City's sales taxes collected from sales at the Event Center during the 36 month deferral period be credited to the payment of the Deferred Fees, with the balance of the Deferred Fees, if any, to be paid to the City on November 1, 2011 (the "Payment Date"); and

WHEREAS, the Hamid Eslan and Janice Eslan (collectively, the "Eslans"), as managers and members of Eslan Park, guaranteed any payment of the Deferred Fees due under the Agreement; and

WHEREAS, Pine Hill and the Eslans have requested that the Payment Date for the Deferred Fees be extend to November 1, 2014, and in consideration of such extension has offered to make a payment of \$5,000.00 on or before November 1, 2011 to be credited against the Deferred Fees, all as more fully set forth in Amendment Number One to Eslan Park Center Fee Deferral Agreement attached hereto as Exhibit A and incorporated herein by this reference ("Amendment Number One"); and

WHEREAS, the City Council believes the execution of Amendment Number One will further the public purposes of providing significant social and economic benefits to the citizens of Loveland, primarily in the form of jobs, economic development, and increased property tax revenues to the City, that were served by the Agreement and, therefore, that the provisions of Amendment Number One are in the best interests of the public and the City.

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

Section 1. That the City Council finds that the Amendment Number One will further the public purposes of providing the social and economic benefits to the citizens of Loveland in the form of jobs, economic development, and increased property tax revenues to the City that were served by the Agreement and, therefore, that Amendment Number One is in the best interest of the public and the City.

Section 2. That Amendment Number One is hereby approved.

Section 3. That the City Manager is authorized, following consultation with the City Attorney, to modify Amendment Number One in form or substance as deemed necessary to effectuate the purposes of this resolution or to protect the interests of the City.

Section 4. That the City Manager and the City Clerk are hereby authorized and directed to execute Amendment Number One on behalf of the City of Loveland.

Section 5. That this Resolution shall be effective as of the date and time of its adoption.

ADOPTED this 20th day of September, 2011.

Cecil A. Gutierrez, Mayor

Attest: Teresa G. Andrews, City Clerk

Exhibit A is available in the City Clerk's Office

18. DEVELOPMENT SERVICES

Municipal Code Amendment – Title 18 Small Wind Energy Systems

1st Rdg Ord & P.H.

Legislative Action: City Planner Brian Burson introduced this item to Council. A public hearing to consider a legislative action to adopt an ordinance, on first reading, to add provisions to Title 18 of the Municipal Code to allow Small Wind Energy Systems (small wind turbines) on residential properties, and establish standards and procedures for City review and approval of such devices. The Mayor opened the public hearing at 7:23 p.m. Bob Eatman, President of HOA at Mariana Glen asked if HOA's will have the option to "opt out". The Mayor closed the hearing at 7:24 p.m. Discussion ensued. Loveland's City Attorney will come back with a legal opinion regarding the City's obligation to regulate. Staff will explore commercial applications in 2012. Council did not take action on this item.

19. CITY MANAGER

A report, as needed, from the Economic Development Director and consideration of any needed action concerning the ACE Manufacturing and Innovation Park

City Council Regular Meeting
September 20, 2011
Page 9 of 9

Economic Development Director Betsey Hale reported four firms submitted proposals and were interview by City staff last Friday: The Beck Group of Dallas; Cumberland and Western of Bowling Green, Ky.; Loveland Commercial of Loveland; Neenan Cos. of Fort Collins (in no particular order). Council will received another update at the special meeting on Tuesday, September 27th following the study session.

ADJOURNMENT

Having no further business to come before Council, the September 20, 2011 Regular Meeting was adjourned at 8:26 p.m.

Respectfully Submitted,

Teresa G. Andrews, City Clerk

Cecil A. Gutierrez, Mayor



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

AGENDA ITEM: 2
MEETING DATE: 10/4/2011
TO: City Council
FROM: Greg George, Development Services Director
PRESENTER: Kerri Burchett, Current Planning

TITLE:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOVELAND, COLORADO APPROVING AN AMENDMENT TO THE ANNEXATION AGREEMENT FOR CERTAIN PROPERTY LOCATED WITHIN THE OZZIE'S FIRST ADDITION, CITY OF LOVELAND, COUNTY OF LARIMER, COLORADO

DESCRIPTION:

Consideration of a legislative action for adoption of an ordinance on second reading to amend the Ozzie's First Addition Annexation Agreement. The agreement pertains to the Loveland Habitat for Humanity Restore located at 5250 N. Garfield Avenue. The property is approximately 2.16 acres in size and zoned B – Developing Business. The owner of the property is Loveland Habitat for Humanity, Inc.

BUDGET IMPACT:

Yes No

SUMMARY:

The proposed amendment to the annexation agreement would revise a condition of approval related to the timing of roadway improvements on US Highway 287. The agreement requires ultimate roadway improvements, including curb, gutter and sidewalk, to be constructed along Highway 287 prior to the issuance of any building permit. Habitat for Humanity is requesting the amendment so that a building permit for a 120 square foot modular structure can be issued without triggering roadway improvements. The modular structure is being used as an office for automobile sales. The proposed revision would exempt building permits that would create an insignificant traffic impact, as defined in the Larimer County Urban Area Street Standards, from the conditions requiring ultimate roadway improvements on Highway 287. City Council adopted the ordinance on first reading on September 20, 2011.

LIST OF ATTACHMENTS:

- A. Ordinance
-

RECOMMENDED CITY COUNCIL ACTION:

City staff recommends the following motion for City Council action:

Move to adopt on second reading AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOVELAND, COLORADO APPROVING AN AMENDMENT TO THE ANNEXATION AGREEMENT FOR CERTAIN PROPERTY LOCATED WITHIN THE OZZIE'S FIRST ADDITION, CITY OF LOVELAND, COUNTY OF LARIMER, COLORADO

REVIEWED BY CITY MANAGER:

FIRST READING: September 20, 2011

SECOND READING: October 4, 2011

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LOVELAND, COLORADO APPROVING AN AMENDMENT TO THE ANNEXATION AGREEMENT FOR CERTAIN PROPERTY LOCATED WITHIN OZZIE'S FIRST ADDITION, CITY OF LOVELAND, COUNTY OF LARIMER, COLORADO

WHEREAS, on November 5, 2002, under Ordinance No. 4750, the Loveland City Council approved annexation of certain property known as Ozzie's First Addition to the City of Loveland, Colorado, more particularly described in **Attachment 1**, attached hereto and incorporated herein, (the "Property"); and

WHEREAS, Ozzie's First Addition is subject to an Annexation Agreement which was approved by Loveland City Council also under Ordinance No. 4750 (the "Annexation Agreement"); and

WHEREAS, the Annexation Agreement was recorded with the Larimer County Clerk and Recorder on April 29, 2003, under Reception No. 20030051670; and

WHEREAS, the Annexation Agreement requires that prior to any building permits issued for the Property, the ultimate roadway improvements for US 287 including curb and gutter, and the sidewalk adjacent to the property must be constructed or a cash-in-lieu payment for the same be provided to the City; and

WHEREAS, the owners of the Property desire to modify this requirement to allow a certain amount of flexibility regarding issuance of building permits; and

WHEREAS, City staff has reviewed the owners' amendment request and have no objection to adopting an Amendment to the Annexation Agreement to allow for some flexibility regarding issuance of building permits.

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

Section 1. That the "First Amendment to the Annexation Agreement" ("Amended Annexation Agreement") pertaining to Ozzie's First Addition to The City of Loveland, Larimer County, Colorado, attached hereto and incorporated herein by reference as **Exhibit A**, is hereby approved.

Section 2. That the City Manager is authorized, following consultation with the City Attorney, to approve changes to the form of the Amended Annexation Agreement provided that such changes do not impair the intended purpose of the Amended Annexation Agreement as approved by this Ordinance. The City Manager and the City Clerk are authorized and directed to execute the Amended Annexation Agreement on behalf of the City of Loveland.

Section 3. That as provided in City Charter Section 4-9(a)(7), this Ordinance shall be published by title only by the City Clerk after adoption on second reading, unless the Ordinance has been amended since first reading, in which case the Ordinance shall be published in full or the amendments shall be published in full. 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 4. That the City Clerk is hereby directed to record this Ordinance with the Larimer County Clerk and Recorder after its effective date in accordance with state statutes.

Dated this 4th day of October, 2011.

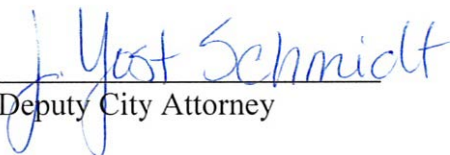
ATTEST:

CITY OF LOVELAND, COLORADO:

City Clerk

Mayor

APPROVED AS TO FORM:



Deputy City Attorney

EXHIBIT A**FIRST AMENDMENT TO ANNEXATION AGREEMENT**

This FIRST AMENDMENT TO ANNEXATION AGREEMENT pertaining to Ozzie's First 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 MTC Enterprises LLC, and Loveland Habitat for Humanity, together jointly referred to herein as ("the Parties").

WITNESSETH

WHEREAS, on November 5, 2002, MTC Enterprises LLC, Stephen and Jeneal McKinley, and Loveland Habitat for Humanity, (the "Developers") entered into an Annexation Agreement Pertaining to Ozzie's First 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; and

WHEREAS, on November 5, 2002, the Loveland City Council passed on second reading, Ordinance No. 4750 approving the Annexation Agreement and such Agreement was recorded on April 29, 2003 with the Larimer County Clerk and Recorder under Reception Number 20030051670; and

WHEREAS, the Annexation Agreement provides that it may only be amended by written Agreement signed by the Loveland City Council and the Developers, and

WHEREAS, Stephen and Jeneal McKinley are no longer owners of the Property, but the Property is now owned solely by MTC Enterprises LLC and Loveland Habitat for Humanity, Inc., as the Developers; 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 hereto agree to the following:

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

- a. Unless waived under the provisions of the Larimer County Urban Street Standards ("LCUASS") section 1.9.2.D, regarding Insignificant Traffic Impact Developments, or a variance is granted per LCUASS Section 1.9.4, prior to the issuance of any building permits within the Property, the ultimate roadway improvements for US 287, adjacent to the property for which the building permit will be issued, shall be constructed including curb, gutter and sidewalk. A cash-in-lieu payment may be accepted for all or part of the improvements, if approved by the City Engineer.
 - b. At such time of development or redevelopment of the Parcels within the Property, the access to each property from US 287 will be reevaluated and may be eliminated if access can be provided through cross access easements on adjacent properties unless otherwise approved by the City Engineer.
 - c. All future development within the Property shall comply with the public improvement design and construction standards adopted January 2001 (Larimer County Urban Area Street Standards) and the Transportation Plan adopted July 2000 and any updates to either in effect at the time of development application.
2. 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. Any modification from the original Annexation Agreement or this First Amendment must be in writing, signed by both Parties, and shall require approval from City Council.
 3. 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:


Assistant City Attorney

EXECUTED this 30th day of AUGUST, 2011.

MTC Enterprises, LLC

By: _____

[Signature]
Dennis Kissler, Vice President
404 S. Lincoln Avenue
Loveland, CO 80537

STATE OF COLORADO)

County of Larimer)^{ss}

Subscribed and sworn to before me this 30th day of August, 2011, by
Dennis Kissler as Owner/President for MTC Enterprises, LLC.

WITNESS my hand and official seal.

My commission expires 9/29/2013.



[Signature]
Notary Public

EXECUTED this 30th day of August, 2011.

By: Gwen Stephenson
Gwen Stephenson, Executive Director
Loveland Habitat for Humanity

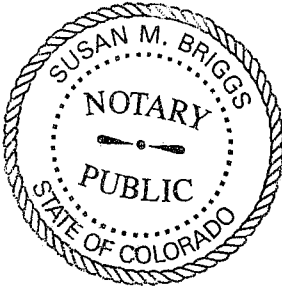
STATE OF COLORADO)
County of Lincoln)^{ss}

Subscribed and sworn to before me this 30 day of August, 2011
By Gwen Stephenson, as Executive Director for Loveland Habitat for Humanity.

WITNESS my hand and official seal.

My commission expires 8-28-2013.

SEAL



Susan Briggs

ATTACHMENT 1

Ozzie's First Addition to the City of Loveland, Colorado

That portion of the Northeast Quarter of Section 35 and the Northwest Quarter of Section 36, Township 6 North, Range 69 West of the 6th P.M., County of Larimer, State of Colorado being more particularly described as follows:

Considering the West line of the Northwest Quarter of said Section 36 as bearing South 00°07'00" East and with all bearings contained herein relative thereto:

Beginning at the Northwest corner of the Northwest Quarter of said Section 36; thence along the West line of the Northwest Quarter of said Section 36 South 00°07'00" East 1324.24 feet, more or less, to the Northwest corner of the South Half of the Northwest Quarter of said Section 36 and the TRUE POINT OF BEGINNING; thence along the North line of the South Half of the Northwest Quarter of said Section 36 South 89°43'28" East 499.05 feet to the Northwest corner of Tract "A", Shade Tree Park Fourth Addition to the City of Loveland, County of Larimer, State of Colorado; thence departing said North line and along the Westerly lines of said Tract "A", Shade Tree Park Fourth Addition and along the Northerly and Westerly lines of Lot 2, Block 1, Shade Tree Park First Subdivision to the City of Loveland, County of Larimer, State of Colorado and along the Northerly line of Lot 1, Block 1, Shade Tree Park First Subdivision to the City of Loveland, County of Larimer, State of Colorado and along the Northerly line of Shade Tree Park Fifth Addition to the City of Loveland, County of Larimer, State of Colorado the following six (6) courses and distances:

- | | | |
|----|----------------------|--------------|
| 1) | South 00°07'18" East | 28.57 feet; |
| 2) | North 89°46'11" East | 99.83 feet; |
| 3) | South 00°09'40" East | 172.65 feet; |
| 4) | North 89°47'00" West | 224.83 feet; |
| 5) | South 00°07'00" East | 337.72 feet; |
| 6) | North 89°44'05" West | 424.18 feet, |

more or less, to a point on the Westerly right-of-way line of U.S. Highway No. 287; thence departing said Northerly line of said Shade Tree Park Fifth Addition and along said Westerly right-of-way line of U.S. Highway No. 287 North 00°07'00" West 538.37 feet; thence departing said Westerly right of Way line and along the Westerly prolongation of the North line of the South Half of the Northwest Quarter of said Section 36 South 89°43'28" East 50.00 feet, more or less, to the Northwest corner of the South Half of the Northwest Quarter of said Section 36 and the TRUE POINT OF BEGINNING.

The above-described parcel contains 6.21 acres, more or less, and is subject to all easements and rights-of-way of record or existing.



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

AGENDA ITEM: 3
MEETING DATE: 10/4/2011
TO: City Council
FROM: Greg George, Development Services Director
PRESENTER: Brian Burson, Current Planning Division

TITLE:

AN ORDINANCE VACATING A PORTION OF A UTILITY AND DRAINAGE EASEMENT LOCATED ON LOT 7, BLOCK 2, WINDEMERE FIRST SUBDIVISION.

DESCRIPTION:

A legislative action to adopt an ordinance, on second reading, vacating a portion of a utility and drainage easement on Lot 7, Block 2, Windemere 1st Subdivision, aka 2629 West 28th Street.

BUDGET IMPACT:

Yes No

SUMMARY:

The site is located along the north side of West 28th Street, approximately 450 feet east of North Wilson Avenue. The application proposes to vacate a 4 foot x 20 foot portion of the easement that lies along the rear of the lot to allow the property owner to install a storage shed/workshop on this residential property. This easement was originally dedicated by the subdivision plat of Windemere 1st Subdivision approved in 1976. City staff and other providers of utilities have determined that this portion of the platted easement on this property is no longer needed.

City Council adopted the ordinance on first reading on September 20, 2011 as an item on the Consent Agenda.

LIST OF ATTACHMENTS:

- A. Vacation ordinance

RECOMMENDED CITY COUNCIL ACTION:

City staff recommends the following motion for City Council action:

"Move to approve, on second reading, AN ORDINANCE VACATING A PORTION OF A UTILITY AND DRAINAGE EASEMENT LOCATED ON LOT 7, BLOCK 2, WINDEMERE FIRST SUBDIVISION.

REVIEWED BY CITY MANAGER:

FIRST READING: September 20, 2011

SECOND READING: October 4, 2011

ORDINANCE NO.

AN ORDINANCE VACATING A PORTION OF A UTILITY AND DRAINAGE EASEMENT ON LOT 7, BLOCK 2, WINDEMERE FIRST SUBDIVISION

WHEREAS, the City Council, at a regularly scheduled meeting, considered the vacation of a portion of a utility and drainage easement described below, located in Lot 7, Block 2, Windemere First Subdivision to the City of Loveland, County of Larimer, State of Colorado;

WHEREAS, the City Council finds and determines that the portion of the 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 utility and drainage easement be and the same is hereby vacated:

A portion of Lot 7, Block 2, WINDEMERE FIRST SUBDIVISION, to the City of Loveland, County of Larimer, State of Colorado being more particularly described as follows:

That portion of the Southerly Four (4) Feet of the Northerly Ten (10) Feet of said of Lot 7, Block 2, WINDEMERE FIRST SUBDIVISION more particularly described as follows:

Beginning at the Northwest corner of said of Lot 7, Block 2, WINDEMERE FIRST SUBDIVISION; thence along the Westerly line of said of Lot 7, Block 2, WINDEMERE FIRST SUBDIVISION South 00°53'00" West 6.00 feet and again South 89°07'00" East 7.00 feet to a point on the Easterly line of an existing Seven (7) foot Utility Easement and the TRUE POINT OF BEGINNING; thence continuing South 89°07'00" East 20.00 feet; thence South 00°53'00" West 4.00 feet, more or less, to a point on the Southerly line of an existing Ten (10) Foot Utility Easement; thence along said Southerly line of said existing Ten (10) Foot Utility Easement North 89°07'00" West 20.00 feet, more or less, to a point on said Easterly line of said existing Seven (7) foot Utility Easement; thence departing said Southerly line of said existing Ten (10) Foot Utility Easement and along said Easterly line of said existing Seven (7) foot Utility Easement North 00°53'00" East 4.00 feet to the TRUE POINT OF BEGINNING.

Containing 80.0 Square Feet (0.0018 Acres), 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.

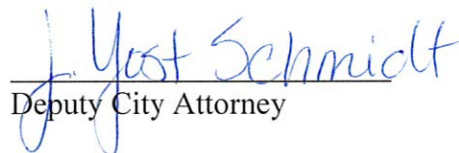
ATTEST:

CITY OF LOVELAND, COLORADO:

City Clerk

Mayor

APPROVED AS TO FORM:



Deputy City Attorney



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

AGENDA ITEM: 4
MEETING DATE: October 4, 2011
TO: City Council
FROM: Greg George, Development Services Director
PRESENTER: Steven Williams, Current Planning

TITLE:

AN ORDINANCE VACATING A PORTION OF A UTILITY AND DRAINAGE EASEMENT ON LOT 2, BLOCK 1, AMENDED PLAT OF LOTS 1 & 2, BLOCK 1, OF THE AMENDED PLAT OF LOTS 3 & 5, BLOCK 1, MCKEE MEADOWS 9TH SUBDIVISION

DESCRIPTION:

A legislative action to adopt an ordinance on second reading vacating a 1,295 square foot portion of a utility and drainage easement located in LOT 2, BLOCK 1, AMENDED PLAT OF LOTS 1 & 2, BLOCK 1, OF THE AMENDED PLAT OF LOTS 3 & 5, BLOCK 1, MCKEE MEADOWS 9TH SUBDIVISION. The applicant is Hal Rogers, the owner of the subject property.

BUDGET IMPACT:

Yes No

SUMMARY: The application proposes to vacate a portion of a utility and drainage easement located at 1497 E. Eisenhower Blvd. This property is generally located on the north side of E. Eisenhower Boulevard between N. Madison Avenue and N. Boise Avenue (within the larger shopping center that also includes Home State Bank and the former Albertsons). The building is occupied by Liquor Max and the vacation proposal is necessary to allow for the construction of a drive-up facility on the west side of the building (see Vicinity Map and Site Plan in the attached Staff Memo). The easement currently contains an underground power line. This power line will be relocated due west of the existing easement; a new public utility easement has been dedicated to accommodate the relocated underground electric line. With the relocation of the electric line, there will no longer be any public or private utility lines in the easement. All providers of public utilities have reviewed the vacation application and recommend approval.

City Council adopted the ordinance on first reading on September 20, 2011 as an item of the consent agenda.

LIST OF ATTACHMENTS:

A. Ordinance

RECOMMENDED CITY COUNCIL ACTION:

City staff recommends the following motion for City Council action:

“Move to adopt on second reading, “AN ORDINANCE VACATING A PORTION OF A UTILITY EASEMENT ON LOT 2, BLOCK 1, AMENDED PLAT OF LOTS 1 & 2, BLOCK 1, OF THE AMENDED PLAT OF LOTS 3 & 5, BLOCK 1, MCKEE MEADOWS 9TH SUBDIVISION.”

REVIEWED BY CITY MANAGER:

FIRST READING: September 20, 2011

SECOND READING: October 4, 2011

ORDINANCE NO.

AN ORDINANCE VACATING A PORTION OF A UTILITY AND DRAINAGE EASEMENT ON LOT 2, BLOCK 1, AMENDED PLAT OF LOTS 1 & 2, BLOCK 1, OF THE AMENDED PLAT OF LOTS 3 & 5, BLOCK 1, MCKEE MEADOWS 9TH SUBDIVISION

WHEREAS, the City Council, at a regularly scheduled meeting, considered the vacation of a portion of a utility and drainage easement described below, located in Lot 2, Block 1, Amended Plat Of Lots 1 & 2, Block 1, Of The Amended Plat Of Lots 3 & 5, Block 1, McKee Meadows 9th Subdivision to the City of Loveland, County of Larimer, State of Colorado;

WHEREAS, the City Council finds and determines that the portion of the 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 utility and drainage easement be and the same is hereby vacated:

That portion of PORTION OF A UTILITY AND DRAINAGE EASEMENT ON LOT 2, BLOCK 1, AMENDED PLAT OF LOTS 1 & 2, BLOCK 1, OF THE AMENDED PLAT OF LOTS 3 & 5, BLOCK 1, MCKEE MEADOWS 9TH SUBDIVISION, situate in the Southwest ¼ of Section 7, Township 5 North, Range 68 West of the 6th P.M., City Of Loveland, Larimer County, Colorado, being more particularly described as follows:

Considering the South line of the said Lot 2 as bearing North 89°09'29" West and with all bearings contained herein relative thereto;

Beginning at the Southwest corner of said Lot 2; thence along the Westerly line of said Lot 2 the following three (3) courses and distances, North 01°00'00" East 154.70 feet; thence South 88°59'56" East 93.89 feet; thence North 01°00'00" East 51.07 feet to a point on the South line of an existing 20-foot Utility Easement per said Amended Plat Of Lots 1 & 2, Block 1, Of The Amended Plat Of Lots 3 & 5, Block 1, McKee Meadows 9th Subdivision; thence departing said Westerly line and along said South line, South 89°05'00" East 14.96 feet to the TRUE POINT OF BEGINNING; thence continuing along said South line, South 89°05'00" East 15.00 feet; thence departing said South line, South 01°00'00" West 56.95 feet; thence South 88°59'56" East

3.37 feet; thence South 01°00'00" West 24.00 feet; thence North 88°59'56" West 18.37 feet; thence North 01°00'00" East 80.93 feet to the South line of said existing 20-foot Utility Easement and the TRUE POINT OF BEGINNING.

The above described Vacated Easement contains 1,295 square feet (0.03 acres), 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.

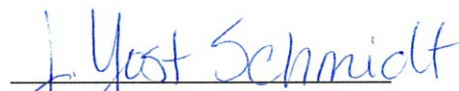
ATTEST:

CITY OF LOVELAND, COLORADO:

City Clerk

Mayor

APPROVED AS TO FORM:



Deputy City Attorney



CITY OF LOVELAND
 CULTURAL SERVICES /MUSEUM •ART IN PUBLIC PLACES
 503 N. Lincoln Avenue • Loveland, Colorado 80537
 (970) 962-2410 • FAX (970) 962-2910 • TDD (970) 962-2833

AGENDA ITEM: 5
MEETING DATE: 10/4/2011
TO: City Council
FROM: Susan Ison, Cultural Services Department
PRESENTER: Susan Ison

TITLE:

An ordinance on second reading enacting a supplemental budget and appropriation to the 2011 City of Loveland budget for Museum programs and exhibits.

DESCRIPTION:

This is an administrative action. Donations received by the Department are appropriated for programs and exhibit expenses. On September 20, 2011, City Council unanimously adopted the ordinance on first reading.

BUDGET IMPACT:

Yes No

The appropriation is totally funded by donations received from outside entities.

SUMMARY:

The Cultural Services Department seeks donations and grants throughout the year to support programming not fully funded by the department's budget. The following programs would not have been possible without our donors' generous support: Foote Lagoon Summer Concerts; Rita Dove, poet laureate, lecture and reading; *Chuck Close* exhibit; and *Hobos to Homeless* exhibit. Donors were: the Erion Foundation (\$17,000); Colorado Creative Industries (\$8500); Medical Center of the Rockies (\$5,000); First Western Trust (\$7,725); Audiology and Hearing Center (\$1,000); Kroh Foundation (\$8,685) and Poet Laureate Silver Sponsors (\$2,000). Total donation amount is \$49,910.

LIST OF ATTACHMENTS:

1. An ordinance on first reading enacting a supplemental budget and appropriation to the 2011 City of Loveland budget for Museum programs and exhibits.

RECOMMENDED CITY COUNCIL ACTION:

Approve the ordinance on second reading.

REVIEWED BY CITY MANAGER:

FIRST READING September 20, 2011

SECOND READING October 4, 2011

ORDINANCE NO. _____

AN ORDINANCE ENACTING A SUPPLEMENTAL BUDGET AND APPROPRIATION TO THE 2011 CITY OF LOVELAND BUDGET FOR MUSEUM PROGRAMS AND EXHIBITS

WHEREAS, the City has received 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 in the amount of \$49,910 from donations in the General Fund 001 are available for appropriation. Revenues in the total amount of \$49,910 are hereby appropriated for Museum programs and exhibits and transferred to the funds as hereinafter set forth. The spending agencies and funds that shall be spending the monies supplementally budgeted and appropriated are as follows:

General Fund 001 - Museum Programs and Exhibits

Revenues

001-5220-363-90-00 Contributions/Donations 49,910

Total Revenue **49,910**

Appropriations

001-5220-409-02-08 Art Exhibit 8,500

001-5220-409-02-28 History Exhibit 20,690

001-5220-409-03-38 Marketing 6,000

001-5220-409-04-89 Artist Fees 14,720

Total Appropriations **49,910**

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 ___ day of October, 2011.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



Deputy City Attorney



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

AGENDA ITEM: 6
MEETING DATE: 10/4/2011
TO: City Council
FROM: Keith Reester, Director, Public Works Department
PRESENTER: David Klockeman, City Engineer

TITLE:

Consideration of an ordinance on second reading enacting a supplemental budget and appropriation to the 2011 Loveland General Improvement District #1 for Traffic Signal Pole and Arm Upgrades

DESCRIPTION:

This is an administrative action for consideration of an ordinance on second reading. The ordinance appropriates reserved funds not appropriated at the time of adoption of the General Improvement District #1 budget for 2011 for traffic signal pole, arm and street lighting upgrades at Cleveland Avenue (US 287) and 4th Street. The funds will provide decorative signal pole bases, luminaire arms and LED lighting in concert with the recent Downtown plan. This funding request and appropriation is for \$11,000.

BUDGET IMPACT:

Yes No

The request appropriates funding from reserved funds within the General Improvement District #1 fund.

SUMMARY:

These funds will be used to upgrade the appearance of the signal poles and support arms and purchase upgraded LED street lights to be attached to the signal poles at Cleveland and 4th Street in Downtown Loveland. Funding for the larger signal rebuild project was obtained as a part of a prior separate traffic signal maintenance agreement with CDOT and was matched by the City of Loveland. This additional funding request of \$11,000 included in this supplemental budget and appropriation allows for this work to be completed in 2011.

LIST OF ATTACHMENTS:

An Ordinance enacting a Supplemental Budget and Appropriation to the 2011 Loveland General Improvement District #1 for Traffic Signal Pole and Arm Upgrades

RECOMMENDED CITY COUNCIL ACTION:

Approve the ordinance on second reading.

REVIEWED BY CITY MANAGER:

FIRST READING September 20, 2011

SECOND READING October 4, 2011

ORDINANCE NO. _____

AN ORDINANCE ENACTING A SUPPLEMENTAL BUDGET AND APPROPRIATION TO THE 2011 LOVELAND GENERAL IMPROVEMENT DISTRICT #1 FOR TRAFFIC SIGNAL POLE AND ARM UPGRADES

WHEREAS, the District has reserved funds not appropriated at the time of the adoption of the District 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, ACTING AS THE EX OFFICIO BOARD OF DIRECTORS OF THE LOVELAND GENERAL IMPROVEMENT DISTRICT #1:

Section 1. That revenues in the amount of \$11,000 from reserves in the Loveland General Improvement District #1 Fund 025 are available for appropriation. Revenues in the total amount of \$11,000 are hereby appropriated for traffic signal pole and arm upgrades at the Lincoln and Cleveland Avenue intersections with U.S. 287 and transferred to the funds as hereinafter set forth. The spending agencies and funds that shall be spending the monies supplementally budgeted and appropriated are as follows:

**Supplemental Budget
Loveland General Improvement District #1 Fund 025**

Revenues	
Fund Balance	11,000
Total Revenue	11,000
Appropriations	
025-0303-409-09-60-EN1005 Construction	11,000
Total Appropriations	11,000

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

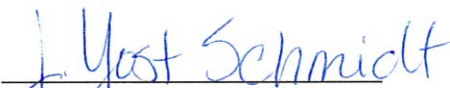
ADOPTED this ____ day of October, 2011.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



Deputy City Attorney



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

AGENDA ITEM: 7
MEETING DATE: 10/4/2011
TO: City Council
FROM: Keith Reester, Director, Public Works Department
PRESENTER: David Klockeman, City Engineer

TITLE:

1. Resolution Approving an Intergovernmental Agreement Between the City of Loveland, Colorado and the State of Colorado, Acting By and Through the Department of Transportation, For U.S. 287 and Garfield Avenue Signal Replacement
2. Public Hearing and Consideration of an Ordinance on First Reading Enacting a Supplemental Budget and Appropriation to the 2011 City of Loveland Budget for Signal Replacement at the US 287 and Garfield Avenue Intersection

DESCRIPTION:

This is an administrative action to consider:

1. A resolution approving an intergovernmental agreement between the City of Loveland and the Colorado Department of Transportation (CDOT) for a project funded by federal and state grants for signal replacement at the US 287 and Garfield Avenue intersection.
2. First reading of an ordinance to appropriate federal and state funds for the project included in the intergovernmental agreement.

BUDGET IMPACT:

Yes No

The project is funded from federal grant funds and state match funds. The City of Loveland will provide in-kind services for the oversight of the project from within the approved 2011 budget for the Public Works Department, Traffic Division.

SUMMARY:

CDOT will provide federal funds and state match funds to the City of Loveland to reimburse it for the costs, up to \$334,444, to replace the existing traffic signal at the intersection of US 287 and Garfield Avenue. This intersection is on the State Highway system, and the traffic signal is

owned by CDOT. The City of Loveland maintains this traffic signal through a maintenance agreement with CDOT.

This project is currently in the final design phase. Construction is planned for late 2011 or early 2012.

Funding Summary:

Federal Funds		\$301,000
Local Agency Match (required)	\$ 0	
Local Over-Matching Funds	<u>\$ 0</u>	
Subtotal Local Funds	\$ 0	\$ 0
State Match Funds		<u>\$ 33,444</u>
 Total Project Funds:		 \$334,444

The City of Loveland will provide in-kind services for the oversight of the project from within the approved 2011 budget for the Public Works Department, Traffic Division.

An ordinance is required to appropriate the federal and state funds as the award of this project occurred after the 2011 budget was adopted.

LIST OF ATTACHMENTS:

1. A Resolution Approving an Intergovernmental Agreement Between the City of Loveland, Colorado and the State of Colorado, Acting By and Through the Department of Transportation, for U.S. 287 and Garfield Avenue Signal Replacement
 2. An Ordinance Enacting a Supplemental Budget and Appropriation to the 2011 City of Loveland Budget for Signal Replacement at the US 287 and Garfield Avenue Intersection
-

RECOMMENDED CITY COUNCIL ACTION:

1. Adopt the Resolution.
2. Conduct a Public Hearing and approve the Ordinance on first reading.

REVIEWED BY CITY MANAGER:

RESOLUTION #R-58-2011

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF LOVELAND, COLORADO AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE DEPARTMENT OF TRANSPORTATION, FOR U.S. 287 AND GARFIELD AVENUE SIGNAL REPLACEMENT

WHEREAS, the City of Loveland desires to the replace the traffic signal at the intersection of U.S. 287 and Garfield Avenue on the State Highway System in Loveland (the “Project”), which is to be funded by federal-aid funds administered and made available through the State of Colorado, acting by and through the Department of Transportation (“CDOT”); and

WHEREAS, federal-aid funds are available for the Project in the amount of \$301,000, and state funds are available for the Project in the amount of \$33,444 (for a total of \$334,444); and

WHEREAS, the City and CDOT desire to enter into an intergovernmental agreement, a copy of which is attached hereto Exhibit A and incorporated herein by reference (the “Intergovernmental Agreement”), to define the division of responsibilities with regard to the Project; and

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

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

Section 1. That the Intergovernmental Agreement, attached hereto as Exhibit A and incorporated herein by reference, is hereby approved.

Section 2. That the City Manager is hereby authorized, following consultation with the City Attorney, to modify the Intergovernmental Agreement in form or substance as deemed necessary to effectuate the purposes of this Resolution or to protect the interests of the City.

Section 3. That the City Manager and the City Clerk are hereby authorized and directed to execute the Intergovernmental Agreement on behalf of the City.

Section 4. That this Resolution shall be effective as of the date of its adoption.

ADOPTED this 4th day of October, 2011.

Cecil Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Sharon L. Oltus
Assistant City Attorney

(FMLAWRK)
PROJECT SHO M830-050 (17563)
REGION 4 – (PCO)

Rev 7/8/09
Routing # 12 HA4 35845
SAP PO# - 271001495

STATE OF COLORADO
Department of Transportation
Agreement
with
City of Loveland

TABLE OF CONTENTS

1. PARTIES	2
2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY	2
3. RECITALS	2
4. DEFINITIONS	2
5. TERM and EARLY TERMINATION	3
6. SCOPE OF WORK	3
7. OPTION LETTER MODIFICATION	7
8. PAYMENTS	8
9. ACCOUNTING	10
10. REPORTING - NOTIFICATION	10
11. LOCAL AGENCY RECORDS	11
12. CONFIDENTIAL INFORMATION-STATE RECORDS	12
13. CONFLICT OF INTEREST	12
14. REPRESENTATIONS AND WARRANTIES	12
15. INSURANCE	13
16. DEFAULT-BREACH	14
17. REMEDIES	15
18. NOTICES and REPRESENTATIVES	16
19. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE	17
20. GOVERNMENTAL IMMUNITY	17
21. STATEWIDE CONTRACT MANAGEMENT SYSTEM	17
22. FEDERAL REQUIREMENTS	18
23. DISADVANTAGED BUSINESS ENTERPRISE (DBE)	18
24. DISPUTES	18
25. GENERAL PROVISIONS	18
26. COLORADO SPECIAL PROVISIONS	21
27. SIGNATURE PAGE	23
28. EXHIBIT A – SCOPE OF WORK	1
29. EXHIBIT B – LOCAL AGENCY RESOLUTION	1
30. EXHIBIT C – FUNDING PROVISIONS	1
31. EXHIBIT D – OPTION LETTER	1
32. EXHIBIT E – LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST	1
33. EXHIBIT F – CERTIFICATION FOR FEDERAL-AID CONTRACTS	1
34. EXHIBIT G – DISADVANTAGED BUSINESS ENTERPRISE	1
35. EXHIBIT H – LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES	1
36. EXHIBIT I – FEDERAL-AID CONTRACT PROVISIONS	1
37. EXHIBIT J – FEDERAL REQUIREMENTS	1
38. EXHIBIT K– SUPPLEMENTAL FEDERAL PROVISIONS	1



1. PARTIES

THIS AGREEMENT is entered into by and between **City of Loveland** (hereinafter called the "Local Agency"), and the STATE OF COLORADO acting by and through the Department of Transportation (hereinafter called the "State" or "CDOT").

2. EFFECTIVE DATE AND NOTICE OF NONLIABILITY.

This Agreement shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or their designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse the Local Agency for any performance hereunder, including, but not limited to costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. RECITALS

A. Authority, Appropriation, And Approval

Authority exists in the law and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment and the required approval, clearance and coordination have been accomplished from and with appropriate agencies.

i. Federal Authority

Pursuant to Title I, Subtitle A, Section 1108 of the "Transportation Equity Act for the 21st Century" of 1998 (TEA-21) and/or the "Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users" (SAFETEA-LU) of 2005 and to applicable provisions of Title 23 of the United States Code and implementing regulations at Title 23 of the Code of Federal Regulations, as may be amended, (collectively referred to hereinafter as the "Federal Provisions"), certain federal funds have been and are expected to continue to be allocated for transportation projects requested by the Local Agency and eligible under the Surface Transportation Improvement Program that has been proposed by the State and approved by the Federal Highway Administration ("FHWA").

ii. State Authority

Pursuant to CRS §43-1-223 and to applicable portions of the Federal Provisions, the State is responsible for the general administration and supervision of performance of projects in the Program, including the administration of federal funds for a Program project performed by a Local Agency under a contract with the State. This Agreement is executed under the authority of CRS §§29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-14.

B. Consideration

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

C. Purpose

The purpose of this Agreement is to disburse Federal funds to the Local Agency pursuant to CDOT's Stewardship Agreement with the FHWA. Project No. SHO M830-050 is for upgrading of traffic signals and other safety improvements at the intersection of SH 287 @Garfield Avenue/Orchard Shopping Center in Loveland, Colorado.

D. References

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

4. DEFINITIONS

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

A. Agreement or Contract

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

B. Agreement Funds

"Agreement Funds" means funds payable by the State to Local Agency pursuant to this Agreement.

C. Budget

"Budget" means the budget for the Work described in **Exhibit C**.

D. Consultant and Contractor

"Consultant" means a professional engineer or designer hired by Local Agency to design the Work and "Contractor" means the general construction contractor hired by Local Agency to construct the Work.

E. Evaluation

"Evaluation" means the process of examining the Local Agency's Work and rating it based on criteria established in **§6** and **Exhibits A** and **E**.

F. Exhibits and Other Attachments

The following exhibit(s) are attached hereto and incorporated by reference herein: **Exhibit A** (Scope of Work), **Exhibit B** (Resolution), **Exhibit C** (Funding Provisions), **Exhibit D** (Option Letter), **Exhibit E** (Checklist), **Exhibit F** (Certification for Federal-Aid Funds), **Exhibit G** (Disadvantaged Business Enterprise), **Exhibit H** (Local Agency Procedures), **Exhibit I** (Federal-Aid Contract Provisions), **Exhibit J** (Federal Requirements) and **Exhibit K** (Supplemental Federal Provisions).

G. Goods

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

H. Oversight

"Oversight" means the term as it is defined in the Stewardship Agreement between CDOT and the Federal Highway Administration ("FHWA") and as it is defined in the Local Agency Manual.

I. Party or Parties

"Party" means the State or the Local Agency and "Parties" means both the State and the Local Agency

J. Work Budget

Work Budget means the budget described in **Exhibit C**.

K. Services

"Services" means the required services to be performed by the Local Agency pursuant to this Contract.

L. Work

"Work" means the tasks and activities the Local Agency is required to perform to fulfill its obligations under this Contract and **Exhibits A** and **E**, including the performance of the Services and delivery of the Goods.

M. Work Product

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

5. TERM and EARLY TERMINATION.

The Parties' respective performances under this Agreement shall commence on the Effective Date. This Agreement shall terminate after five (5) years of state controllers signature in section 27, unless sooner terminated or completed as demonstrated by final payment and final audit.

6. SCOPE OF WORK

A. Completion

The Local Agency shall complete the Work and other obligations as described herein in **Exhibit A**. The City of Loveland will design and construct an upgraded traffic signal and other safety improvements at the intersection of SH 287 at Garfield Avenue/Orchards Shopping Center in

the City of Loveland. Work performed prior to the Effective Date or after final acceptance shall not be considered part of the Work.

B. Goods and Services

The Local Agency shall procure Goods and Services necessary to complete the Work. Such procurement shall be accomplished using the Contract Funds and shall not increase the maximum amount payable hereunder by the State.

C. Employees

All persons employed hereunder by the Local Agency, or any Consultants or Contractors shall be considered the Local Agency's, Consultants' or Contractors' employee(s) for all purposes and shall not be employees of the State for any purpose.

D. State and Local Agency Commitments

i. Design

If the Work includes preliminary design or final design or design work sheets, or special provisions and estimates (collectively referred to as the "Plans"), the Local Agency shall comply with and be responsible for satisfying the following requirements:

- a) Perform or provide the Plans to the extent required by the nature of the Work.
- b) Prepare final design in accordance with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by the State.
- c) Prepare provisions and estimates in accordance with the most current version of the State's Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction or Local Agency specifications if approved by the State.
- d) Include details of any required detours in the Plans in order to prevent any interference of the construction Work and to protect the traveling public.
- e) Stamp the Plans produced by a Colorado Registered Professional Engineer.
- f) Provide final assembly of Plans and all other necessary documents.
- g) Be responsible for the Plans' accuracy and completeness.
- h) Make no further changes in the Plans following the award of the construction contract to Contractor unless agreed to in writing by the Parties. The Plans shall be considered final when approved in writing by CDOT and when final they shall be incorporated herein.

ii. Local Agency Work

- a) Local Agency shall comply with the requirements of the Americans With Disabilities Act (ADA), and applicable federal regulations and standards as contained in the document "ADA Accessibility Requirements in CDOT Transportation Projects".
- b) Local Agency shall afford the State ample opportunity to review the Plans and make any changes in the Plans that are directed by the State to comply with FHWA requirements.
- c) Local Agency may enter into a contract with a Consultant to perform all or any portion of the Plans and/or of construction administration. Provided, however, if federal-aid funds are involved in the cost of such Work to be done by such Consultant, such Consultant contract (and the performance/provision of the Plans under the contract) must comply with all applicable requirements of 23 C.F.R. Part 172 and with any procedures implementing those requirements as provided by the State, including those in **Exhibit H**. If the Local Agency enters into a contract with a Consultant for the Work:

- (1) Local Agency shall submit a certification that procurement of any Consultant contract complies with the requirements of 23 C.F.R. 172.5(1) prior to entering into such Consultant contract, subject to the State's approval. If not approved by the State, the Local Agency shall not enter into such Consultant contract.
- (2) Local Agency shall ensure that all changes in the Consultant contract have prior approval by the State and FHWA and that they are in writing. Immediately after the Consultant contract has been awarded, one copy of the executed Consultant contract and any amendments shall be submitted to the State.

(3) Local Agency shall require that all billings under the Consultant contract comply with the State's standardized billing format. Examples of the billing formats are available from the CDOT Agreements Office.

(4) Local Agency (and any Consultant) shall comply with 23 C.F.R. 172.5(b) and (d) and use the CDOT procedures described in **Exhibit H** to administer the Consultant contract.

(5) Local Agency may expedite any CDOT approval of its procurement process and/or Consultant contract by submitting a letter to CDOT from the Local Agency's attorney/authorized representative certifying compliance with **Exhibit H** and 23 C.F.R. 172.5(b) and (d).

(6) Local Agency shall ensure that the Consultant contract complies with the requirements of 49 CFR 18.36(i) and contains the following language verbatim:

(a) The design work under this Agreement shall be compatible with the requirements of the contract between the Local Agency and the State (which is incorporated herein by this reference) for the design/construction of the project. The State is an intended third-party beneficiary of this agreement for that purpose.

(b) Upon advertisement of the project work for construction, the consultant shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project.

(c) The consultant shall review the Construction Contractor's shop drawings for conformance with the contract documents and compliance with the provisions of the State's publication, Standard Specifications for Road and Bridge Construction, in connection with this work.

d) The State, in its sole discretion, may review construction plans, special provisions and estimates and may require the Local Agency to make such changes therein as the State determines necessary to comply with State and FHWA requirements.

iii. Construction

a) If the Work includes construction, the Local Agency shall perform the construction in accordance with the approved design plans and/or administer the construction in accordance with **Exhibit E**. Such administration shall include Work inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing Construction Contractor claims; construction supervision; and meeting the Quality Control requirements of the FHWA/CDOT Stewardship Agreement, as described in the Local Agency Contract Administration Checklist.

b) If the Local Agency is performing the Work, the State may, after providing written notice of the reason for the suspension to the Local Agency, suspend the Work, wholly or in part, due to the failure of the Local Agency or its Contractor to correct conditions which are unsafe for workers or for such periods as the State may deem necessary due to unsuitable weather, or for conditions considered unsuitable for the prosecution of the Work, or for any other condition or reason deemed by the State to be in the public interest.

c) The Local Agency shall be responsible for the following:

(1) Appointing a qualified professional engineer, licensed in the State of Colorado, as the Local Agency Project Engineer (LAPE), to perform engineering administration. The LAPE shall administer the Work in accordance with this Agreement, the requirements of the construction contract and applicable State procedures.

(2) For the construction of the Work, advertising the call for bids upon approval by the State and awarding the construction contract(s) to the low responsible bidder(s).

(a) All advertising and bid awards, pursuant to this agreement, by the Local Agency shall comply with applicable requirements of 23 U.S.C. §112 and 23 C.F.R. Parts 633 and 635 and C.R.S. § 24-92-101 et seq. Those requirements include, without limitation, that the Local Agency and its Contractor shall incorporate Form 1273 (**Exhibit I**) in its entirety verbatim into any subcontract(s) for those services as terms and conditions therefor, as required by 23 C.F.R. 633.102(e).

(b) The Local Agency may accept or reject the proposal of the apparent low bidder for Work on which competitive bids have been received. The Local Agency must accept or reject such bid within three (3) working days after they are publicly opened.

(c) As part of accepting bid awards, the Local Agency shall provide additional funds, subject to their availability and appropriation, necessary to complete the Work if no additional federal-aid funds are available.

(3) The requirements of this §6(D)(iii)(c)(2) also apply to any advertising and awards made by the State.

(4) If all or part of the Work is to be accomplished by the Local Agency's personnel (i.e. by force account) rather than by a competitive bidding process, the Local Agency shall perform such work in accordance with pertinent State specifications and requirements of 23 C.F.R. 635, Subpart B, Force Account Construction.

(a) Such Work will normally be based upon estimated quantities and firm unit prices agreed to between the Local Agency, the State and FHWA in advance of the Work, as provided for in 23 C.F.R. 635.204(c). Such agreed unit prices shall constitute a commitment as to the value of the Work to be performed.

(b) An alternative to the preceding subsection is that the Local Agency may agree to participate in the Work based on actual costs of labor, equipment rental, materials supplies and supervision necessary to complete the Work. Where actual costs are used, eligibility of cost items shall be evaluated for compliance with 48 C.F.R. Part 31.

(c) If the State provides matching funds under this Agreement, rental rates for publicly owned equipment shall be determined in accordance with the State's Standard Specifications for Road and Bridge Construction §109.04.

(d) All Work being paid under force account shall have prior approval of the State and/or FHWA and shall not be initiated until the State has issued a written notice to proceed.

iv. State's Commitments

a) The State will perform a final project inspection of the Work as a quality control/assurance activity. When all Work has been satisfactorily completed, the State will sign the FHWA Form 1212.

b) Notwithstanding any consents or approvals given by the State for the Plans, the State shall not be liable or responsible in any manner for the structural design, details or construction of any major structures designed by, or that are the responsibility of, the Local Agency as identified in the Local Agency Contract Administration Checklist, **Exhibit E**,

v. ROW and Acquisition/Relocation

a) If the Local Agency purchases a right of way for a State highway, including areas of influence, the Local Agency shall immediately convey title to such right of way to CDOT after the Local Agency obtains title.

b) Any acquisition/relocation activities shall comply with all applicable federal and state statutes and regulations, including but not limited to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended and the Uniform Relocation

Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs as amended (49 C.F.R. Part 24), CDOT's Right of Way Manual, and CDOT's Policy and Procedural Directives.

c) The Parties' respective compliance responsibilities depend on the level of federal participation; provided however, that the State always retains Oversight responsibilities.

d) The Parties' respective responsibilities under each level in CDOT's Right of Way Manual (located at http://www.dot.state.co.us/ROW_Manual/) and reimbursement for the levels will be under the following categories:

- (1) Right of way acquisition (3111) for federal participation and non-participation;
- (2) Relocation activities, if applicable (3109);
- (3) Right of way incidentals, if applicable (expenses incidental to acquisition/relocation of right of way – 3114).

vi. Utilities

If necessary, the Local Agency shall be responsible for obtaining the proper clearance or approval from any utility company which may become involved in the Work. Prior to the Work being advertised for bids, the Local Agency shall certify in writing to the State that all such clearances have been obtained.

vii. Railroads

If the Work involves modification of a railroad company's facilities and such modification will be accomplished by the railroad company, the Local Agency shall make timely application to the Public Utilities commission requesting its order providing for the installation of the proposed improvements and not proceed with that part of the Work without compliance. The Local Agency shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 C.F.R. 646, subpart B, concerning federal-aid projects involving railroad facilities and:

- a) Execute an agreement setting out what work is to be accomplished and the location(s) thereof, and which costs shall be eligible for federal participation.
- b) Obtain the railroad's detailed estimate of the cost of the Work.
- c) Establish future maintenance responsibilities for the proposed installation.
- d) Proscribe future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.
- e) Establish future repair and/or replacement responsibilities in the event of accidental destruction or damage to the installation.

viii. Environmental Obligations

The Local Agency shall perform all Work in accordance with the requirements of the current federal and state environmental regulations including the National Environmental Policy Act of 1969 (NEPA) as applicable.

ix. Maintenance Obligations

The Local Agency shall maintain and operate the Work constructed under this Agreement at its own cost and expense during their useful life, in a manner satisfactory to the State and FHWA, and the Local Agency shall provide for such maintenance and operations obligations each year. Such maintenance and operations shall be conducted in accordance with all applicable statutes, ordinances and regulations pertaining to maintaining such improvements. The State and FHWA may make periodic inspections to verify that such improvements are being adequately maintained.

7. OPTION LETTER MODIFICATION

Option Letters may be used to extend Agreement terms, change the level of service within the current term due to unexpected overmatch, add a phase without increasing contract dollars, or increase or decrease the amount of funding. These options are limited to the specific scenarios listed below. The Option Letter shall not be deemed valid until signed by the State Controller or an authorized delegate. Following are the applications for the individual options under the Option Letter form:

- A. **Option 1- Level of service change within current term due to unexpected overmatch in an overbid situation only.**

In the event the State has contracted all project funding and the Local Agency's construction bid is higher than expected, this option allows for additional Local Overmatch dollars to be provided by the Local Agency to be added to the contract. This option is only applicable for Local Overmatch on an overbid situation and shall not be intended for any other Local Overmatch funding. The State may unilaterally increase the total dollars of this contract as stipulated by the executed Option Letter (**Exhibit D**), which will bring the maximum amount payable under this contract to the amount indicated in **Exhibit C-1** attached to the executed Option Letter (future changes to **Exhibit C** shall be labeled as **C-2, C-3**, etc, as applicable). Performance of the services shall continue under the same terms as established in the contract. The State will use the Financial Statement submitted by the Local Agency for "Concurrence to Advertise" as evidence of the Local Agency's intent to award and it will also provide the additional amount required to exercise this option. If the State exercises this option, the contract will be considered to include this option provision.

B. Option 2 – Option to add overlapping phase without increasing contract dollars.
The State may require the Local Agency to begin a phase that may include Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous (this does not apply to Acquisition/Relocation or Railroads) as detailed in **Exhibit A** and at the same terms and conditions stated in the original contract with the contract dollars remaining the same. The State may exercise this option by providing a fully executed option to the Local Agency within thirty (30) days before the initial targeted start date of the phase, in a form substantially equivalent to **Exhibit D**. If the State exercises this option, the contract will be considered to include this option provision.

C. Option 3 - To update funding (increases and/or decreases) with a new Exhibit C.
This option can be used to increase and/or decrease the overall contract dollars (state, federal, local match, local agency overmatch) to date, by replacing the original funding exhibit (**Exhibit C**) in the Original Contract with an updated **Exhibit C-1** (subsequent exhibits to **Exhibit C-1** shall be labeled **C-2, C-3**, etc). The State may have a need to update changes to state, federal, local match and local agency overmatch funds as outlined in **Exhibit C-1**, which will be attached to the option form. The State may exercise this option by providing a fully executed option to the Local Agency within thirty (30) days after the State has received notice of funding changes, in a form substantially equivalent to **Exhibit D**. If the State exercises this option, the contract will be considered to include this option provision.

8. PAYMENTS

The State shall, in accordance with the provisions of this §8, pay the Local Agency in the amounts and using the methods set forth below:

A. Maximum Amount

The maximum amount payable is set forth in **Exhibit C** as determined by the State from available funds. Payments to the Local Agency are limited to the unpaid encumbered balance of the Contract set forth in **Exhibit C**. The Local Agency shall provide its match share of the costs as evidenced by an appropriate ordinance/resolution or other authority letter which expressly authorizes the Local Agency the authority to enter into this Agreement and to expend its match share of the Work. A copy of such ordinance/resolution or authority letter is attached hereto as **Exhibit B**.

B. Payment

i. Advance, Interim and Final Payments

Any advance payment allowed under this Contract or in **Exhibit C** shall comply with State Fiscal Rules and be made in accordance with the provisions of this Contract or such Exhibit. The Local Agency shall initiate any payment requests by submitting invoices to the State in the form and manner, approved by the State.

ii. Interest

The State shall fully pay each invoice within 45 days of receipt thereof if the amount invoiced represents performance by the Local Agency previously accepted by the State. Uncontested

amounts not paid by the State within 45 days shall bear interest on the unpaid balance beginning on the 46th day at a rate not to exceed one percent per month until paid in full; provided, however, that interest shall not accrue on unpaid amounts that are subject to a good faith dispute. The Local Agency shall invoice the State separately for accrued interest on delinquent amounts. The billing shall reference the delinquent payment, the number of days interest to be paid and the interest rate.

iii. Available Funds-Contingency-Termination

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

iv. Erroneous Payments

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

C. Use of Funds

Contract Funds shall be used only for eligible costs identified herein.

D. Matching Funds

The Local Agency shall provide matching funds as provided in **§8.A.** and **Exhibit C.** The Local Agency shall have raised the full amount of matching funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. The Local Agency's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of the Local Agency and paid into the Local Agency's treasury. The Local Agency represents to the State that the amount designated "Local Agency Matching Funds" in **Exhibit C** has been legally appropriated for the purpose of this Agreement by its authorized representatives and paid into its treasury. The Local Agency does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of the Local Agency. The Local Agency shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by the Local Agency's laws or policies.

E. Reimbursement of Local Agency Costs

The State shall reimburse the Local Agency's allowable costs, not exceeding the maximum total amount described in **Exhibit C** and **§8.** The applicable principles described in 49 C.F.R. 18 Subpart C and 49 C.F.R. 18.22 shall govern the State's obligation to reimburse all costs incurred by the Local Agency and submitted to the State for reimbursement hereunder, and the Local Agency shall comply with all such principles. The State shall reimburse the Local Agency for the federal-aid share of properly documented costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and **Exhibit C.** However, any costs incurred by the Local Agency prior to the date of FHWA authorization for the Work and prior to the Effective Date shall not be reimbursed absent specific FHWA and State Controller approval thereof. Costs shall be:

i. Reasonable and Necessary

Resonable and necessary to accomplish the Work and for the Goods and Services provided.
ii. Net Cost
Actual net cost to the Local Agency (i.e. the price paid minus any items of value received by the Local Agency that reduce the cost actually incurred);

9. ACCOUNTING

The Local Agency shall establish and maintain accounting systems in accordance with generally accepted accounting standards (a separate set of accounts, or as a separate and integral part of its current accounting scheme). Such accounting systems shall, at a minimum, provide as follows:

A. Local Agency Performing the Work

If Local Agency is performing the Work, all allowable costs, including any approved services contributed by the Local Agency or others, shall be documented using payrolls, time records, invoices, contracts, vouchers, and other applicable records.

B. Local Agency-Checks or Draws

Checks issued or draws made by the Local Agency shall be made or drawn against properly signed vouchers detailing the purpose thereof. All checks, payrolls, invoices, contracts, vouchers, orders, and other accounting documents shall be on file in the office of the Local Agency, clearly identified, readily accessible, and to the extent feasible, kept separate and apart from all other Work documents.

C. State-Administrative Services

The State may perform any necessary administrative support services required hereunder. The Local Agency shall reimburse the State for the costs of any such services from the Budget as provided for in Exhibit C. If FHWA funding is not available or is withdrawn, or if the Local Agency terminates this Agreement prior to the Work being approved or completed, then all actual incurred costs of such services and assistance provided by the State shall be the Local Agency's sole expense.

D. Local Agency-Invoices

The Local Agency's invoices shall describe in detail the reimbursable costs incurred by the Local Agency for which it seeks reimbursement, the dates such costs were incurred and the amounts thereof, and shall not be submitted more often than monthly.

E. Invoicing Within 60 Days

The State shall not be liable to reimburse the Local Agency for any costs unless CDOT receives such invoices within 60 days after the date for which payment is requested, including final invoicing. Final payment to the Local Agency may be withheld at the discretion of the State until completion of final audit. Any costs incurred by the Local Agency that are not allowable under 49 C.F.R. 18 shall be reimbursed by the Local Agency, or the State may offset them against any payments due from the State to the Local Agency.

F. Reimbursement of State Costs

CDOT shall perform Oversight and the Local Agency shall reimburse CDOT for its related costs. The Local Agency shall pay invoices within 60 days after receipt thereof. If the Local Agency fails to remit payment within 60 days, at CDOT's request, the State is authorized to withhold an equal amount from future apportionment due the Local Agency from the Highway Users Tax Fund and to pay such funds directly to CDOT. Interim funds shall be payable from the State Highway Supplementary Fund (400) until CDOT is reimbursed. If the Local Agency fails to make payment within 60 days, it shall pay interest to the State at a rate of one percent per month on the delinquent amounts until the billing is paid in full. CDOT's invoices shall describe in detail the reimbursable costs incurred, the dates incurred and the amounts thereof, and shall not be submitted more often than monthly.

10. REPORTING - NOTIFICATION

Reports, Evaluations, and Reviews required under this §10 shall be in accordance with the procedures of and in such form as prescribed by the State and in accordance with §18, if applicable.

A. Performance, Progress, Personnel, and Funds

The Local Agency shall submit a report to the State upon expiration or sooner termination of this Agreement, containing an Evaluation and Review of the Local Agency's performance and the final status of the Local Agency's obligations hereunder.

B. Litigation Reporting

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

C. Noncompliance

The Local Agency's failure to provide reports and notify the State in a timely manner in accordance with this §10 may result in the delay of payment of funds and/or termination as provided under this Agreement.

D. Documents

Upon request by the State, the Local Agency shall provide the State, or its authorized representative, copies of all documents, including contracts and subcontracts, in its possession related to the Work.

11. LOCAL AGENCY RECORDS

A. Maintenance

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

B. Inspection

The Local Agency shall permit the State, the federal government and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and/or transcribe the Local Agency's records related to this Agreement during the Record Retention Period to assure compliance with the terms hereof or to evaluate the Local Agency's performance hereunder. The State reserves the right to inspect the Work at all reasonable times and places during the term of this Agreement, including any extension. If the Work fails to conform to the requirements of this Agreement, the State may require the Local Agency promptly to bring the Work into conformity with Agreement requirements, at the Local Agency's sole expense. If the Work cannot be brought into conformance by re-performance or other corrective measures, the State may require the Local Agency to take necessary action to ensure that future performance conforms to Agreement requirements and may exercise the remedies available under this Agreement at law or in equity in lieu of or in conjunction with such corrective measures.

C. Monitoring

The Local Agency also shall permit the State, the federal government or any other duly authorized agent of a governmental agency, in their sole discretion, to monitor all activities conducted by the Local Agency pursuant to the terms of this Agreement using any reasonable procedure, including, but not limited to: internal evaluation procedures, examination of program data, special analyses, on-site checking, formal audit examinations, or any other procedures. All such monitoring shall be performed in a manner that shall not unduly interfere with the Local Agency's performance hereunder.

D. Final Audit Report

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

12. CONFIDENTIAL INFORMATION-STATE RECORDS

The Local Agency shall comply with the provisions of this §12 if it becomes privy to confidential information in connection with its performance hereunder. Confidential information, includes, but is not necessarily limited to, state records, personnel records, and information concerning individuals. Nothing in this §12 shall be construed to require the Local Agency to violate the Colorado Open Records Act, C.R.S. §§ 24-72-1001 et seq.

A. Confidentiality

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

B. Notification

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

C. Use, Security, and Retention

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

D. Disclosure-Liability

Disclosure of State records or other confidential information by the Local Agency for any reason may be cause for legal action by third parties against the Local Agency, the State or their respective agents. The Local Agency is prohibited from providing indemnification to the State pursuant to the Constitution of the State of Colorado, Article XI, Section 1, however, the Local Agency shall be responsible for any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by the Local Agency, or its employees, agents, or assignees pursuant to this §12.

13. CONFLICT OF INTEREST

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

14. REPRESENTATIONS AND WARRANTIES

The Local Agency makes the following specific representations and warranties, each of which was relied on by the State in entering into this Agreement.

A. Standard and Manner of Performance

The Local Agency shall perform its obligations hereunder, including in accordance with the highest professional standard of care, skill and diligence and in the sequence and manner set forth in this Agreement.

B. Legal Authority – The Local Agency and the Local Agency's Signatory

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

C. Licenses, Permits, Etc.

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

15. INSURANCE

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

A. The Local Agency

i. Public Entities

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

ii. Non-Public Entities

If the Local Agency is not a "public entity" within the meaning of the Governmental Immunity Act, the Local Agency shall obtain and maintain during the term of this Agreement insurance coverage and policies meeting the same requirements set forth in §15(B) with respect to sub-contractors that are not "public entities".

B. Contractors

The Local Agency shall require each contract with Contractors, Subcontractors, or Consultants, other than those that are public entities, providing Goods or Services in connection with this Agreement, to include insurance requirements substantially similar to the following:

i. Worker's Compensation

Worker's Compensation Insurance as required by State statute, and Employer's Liability Insurance covering all of the Local Agency's Contractors, Subcontractors, or Consultant's employees acting within the course and scope of their employment.

ii. General Liability

Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93 or equivalent, covering premises operations, fire damage, independent contractors, products and completed operations, blanket liability, personal injury, and advertising liability with minimum limits as follows: (a) \$1,000,000 each occurrence; (b) \$1,000,000 general aggregate; (c) \$1,000,000 products and completed operations aggregate; and (d) \$50,000 any one fire. If any aggregate limit is reduced below \$1,000,000 because of claims made or paid, contractors, subcontractors, and consultants shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the Local Agency a certificate or other document satisfactory to the Local Agency showing compliance with this provision.

iii. Automobile Liability

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

iv. Additional Insured

The Local Agency and the State shall be named as additional insured on the Commercial General Liability policies (leases and construction contracts require additional insured coverage for completed operations on endorsements CG 2010 11/85, CG 2037, or equivalent).

v. Primacy of Coverage

Coverage required of the Consultants or Contractors shall be primary over any insurance or self-insurance program carried by the Local Agency or the State.

vi. Cancellation

The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 45 days prior notice to the Local Agency and the State by certified mail.

vii. Subrogation Waiver

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

C. Certificates

The Local Agency and all Contractors, subcontractors, or Consultants shall provide certificates showing insurance coverage required hereunder to the State within seven business days of the Effective Date of this Agreement. No later than 15 days prior to the expiration date of any such coverage, the Local Agency and each contractor, subcontractor, or consultant shall deliver to the State or the Local Agency certificates of insurance evidencing renewals thereof. In addition, upon request by the State at any other time during the term of this Agreement or any sub-contract, the Local Agency and each contractor, subcontractor, or consultant shall, within 10 days of such request, supply to the State evidence satisfactory to the State of compliance with the provisions of this §15.

16. DEFAULT-BREACH

A. Defined

In addition to any breaches specified in other sections of this Agreement, the failure of either Party to perform any of its material obligations hereunder in whole or in part or in a timely or satisfactory manner constitutes a breach.

B. Notice and Cure Period

In the event of a breach, notice of such shall be given in writing by the aggrieved Party to the other Party in the manner provided in §18. If such breach is not cured within 30 days of receipt of written notice, or if a cure cannot be completed within 30 days, or if cure of the breach has not begun within 30 days and pursued with due diligence, the State may exercise any of the remedies set forth in §17. Notwithstanding anything to the contrary herein, the State, in its sole discretion, need not provide advance notice or a cure period and may immediately terminate

this Agreement in whole or in part if reasonably necessary to preserve public safety or to prevent immediate public crisis.

17. REMEDIES

If the Local Agency is in breach under any provision of this Agreement, the State shall have all of the remedies listed in this §17 in addition to all other remedies set forth in other sections of this Agreement following the notice and cure period set forth in §16(B). The State may exercise any or all of the remedies available to it, in its sole discretion, concurrently or consecutively.

A. Termination for Cause and/or Breach

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

i. Obligations and Rights

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

ii. Payments

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

iii. Damages and Withholding

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

B. Early Termination in the Public Interest

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

terminate this Agreement in whole or in part. Exercise by the State of this right shall not constitute a breach of the State's obligations hereunder. This subsection shall not apply to a termination of this Agreement by the State for cause or breach by the Local Agency, which shall be governed by §17(A) or as otherwise specifically provided for herein.

i. Method and Content

The State shall notify the Local Agency of the termination in accordance with §18, specifying the effective date of the termination and whether it affects all or a portion of this Agreement.

ii. Obligations and Rights

Upon receipt of a termination notice, the Local Agency shall be subject to and comply with the same obligations and rights set forth in §17(A)(i).

iii. Payments

If this Agreement is terminated by the State pursuant to this §17(B), the Local Agency shall be paid an amount which bears the same ratio to the total reimbursement under this Agreement as the Services satisfactorily performed bear to the total Services covered by this Agreement, less payments previously made. Additionally, if this Agreement is less than 60% completed, the State may reimburse the Local Agency for a portion of actual out-of-pocket expenses (not otherwise reimbursed under this Agreement) incurred by the Local Agency which are directly attributable to the uncompleted portion of the Local Agency's obligations hereunder; provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to the Local Agency hereunder.

C. Remedies Not Involving Termination

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

i. Suspend Performance

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

ii. Withhold Payment

Withhold payment to the Local Agency until corrections in the Local Agency's performance are satisfactorily made and completed.

iii. Deny Payment

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

iv. Removal

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

v. Intellectual Property

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

18. NOTICES and REPRESENTATIVES

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

A. State:

Tim Tuttle
CDOT – Traffic Engineer
Region 4
1420 2 nd Street
Greeley, Colorado 80631
(970)350-2211

B. Local Agency:

Derek Schuler, PE
City of Loveland
105 W. Fifth Street
Loveland, Colorado 80537
(970)962-2647

19. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or work product of any type, including drafts, prepared by the Local Agency in the performance of its obligations under this Agreement shall be the exclusive property of the State and all Work Product shall be delivered to the State by the Local Agency upon completion or termination hereof. The State's exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. The Local Agency shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of the Local Agency's obligations hereunder without the prior written consent of the State.

20. GOVERNMENTAL IMMUNITY

Notwithstanding any other provision to the contrary, nothing herein shall constitute a waiver, express or implied, of any of the immunities, rights, benefits, protection, or other provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., as amended. Liability for claims for injuries to persons or property arising from the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials, and employees and of the Local Agency is controlled and limited by the provisions of the Governmental Immunity Act and the risk management statutes, CRS §24-30-1501, et seq., as amended.

21. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to the Local Agency under this Agreement is \$100,000 or greater, either on the Effective Date or at anytime thereafter, this §21 applies.

The Local Agency agrees to be governed, and to abide, by the provisions of CRS §24-102-205, §24-102-206, §24-103-601, §24-103.5-101 and §24-105-102 concerning the monitoring of vendor performance on state agreements/contracts and inclusion of agreement/contract performance information in a statewide contract management system.

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

Local Agency shall be notified following each performance Evaluation and Review, and shall address or correct any identified problem in a timely manner and maintain work progress.

Should the final performance Evaluation and Review determine that the Local Agency demonstrated a gross failure to meet the performance measures established hereunder, the Executive Director of the Colorado Department of Personnel and Administration (Executive Director), upon request by CDOT, and showing of good cause, may debar the Local Agency and prohibit the Local Agency from bidding on future Agreements. The Local Agency may contest the final Evaluation, Review and Rating by: (a) filing rebuttal statements, which may result in either removal or correction of the evaluation (CRS §24-105-102(6)), or (b) under CRS §24-105-102(6), exercising the debarment protest and appeal rights provided in CRS §§24-109-106, 107, 201 or 202, which may result in the reversal of the debarment and reinstatement of the Local Agency, by the Executive Director, upon showing of good cause.

22. FEDERAL REQUIREMENTS

The Local Agency and/or their contractors, subcontractors, and consultants shall at all times during the execution of this Agreement strictly adhere to, and comply with, all applicable federal and state laws, and their implementing regulations, as they currently exist and may hereafter be amended. A listing of certain federal and state laws that may be applicable are described in Exhibit J (Section 37) and Exhibit K (Section 38 - Supplemental Federal Provisions).

23. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The Local Agency will comply with all requirements of Exhibit G and the Local Agency Contract Administration Checklist regarding DBE requirements for the Work, except that if the Local Agency desires to use its own DBE program to implement and administer the DBE provisions of 49 C.F.R. Part 26 under this Agreement, it must submit a copy of its program's requirements to the State for review and approval before the execution of this Agreement. If the Local Agency uses any State- approved DBE program for this Agreement, the Local Agency shall be solely responsible to defend that DBE program and its use of that program against all legal and other challenges or complaints, at its sole cost and expense. Such responsibility includes, without limitation, determinations concerning DBE eligibility requirements and certification, adequate legal and factual bases for DBE goals and good faith efforts. State approval (if provided) of the Local Agency's DBE program does not waive or modify the sole responsibility of the Local Agency for use of its program.

24. DISPUTES

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, the Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of CDOT. In connection with any appeal proceeding under this clause, the Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Local Agency shall proceed diligently with the performance of this Agreement in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals shall be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this Agreement, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

25. GENERAL PROVISIONS

A. Assignment

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

B. Binding Effect

Except as otherwise provided in §25(A), all provisions herein contained, including the benefits and burdens, shall extend to and be binding upon the Parties' respective heirs, legal representatives, successors, and assigns.

C. Captions

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

D. Counterparts

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

E. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties and all prior representations and understandings, oral or written, are merged herein. Prior or contemporaneous addition, deletion, or other amendment hereto shall not have any force or affect whatsoever, unless embodied herein.

F. Indemnification - General

If Local Agency is not a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., the Local Agency shall indemnify, save, and hold harmless the State, its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by the Local Agency, or its employees, agents, subcontractors or assignees pursuant to the terms of this Agreement. This clause is not applicable to a Local Agency that is a "public entity" within the meaning of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq.

G. Jurisdiction and Venue

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

H. Limitations of Liability

Any and all limitations of liability and/or damages in favor of the Local Agency contained in any document attached to and/or incorporated by reference into this Agreement, whether referred to as an exhibit, attachment, schedule, or any other name, are void and of no effect. This includes, but is not necessarily limited to, limitations on (i) the types of liabilities, (ii) the types of damages, (iii) the amount of damages, and (iv) the source of payment for damages.

I. Modification

i. By the Parties

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

ii. By Operation of Law

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

J. Order of Precedence

The provisions of this Agreement shall govern the relationship of the State and the Local Agency. In the event of conflicts or inconsistencies between this Agreement and its exhibits and attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority:

- i. Colorado Special Provisions,
- ii. The provisions of the main body of this Agreement,
- iii. **Exhibit A** (Scope of Work),
- iv. **Exhibit B** (Local Agency Resolution),
- v. **Exhibit C** (Funding Provisions),
- vi. **Exhibit D** (Option Letter),
- vii. **Exhibit E** (Local Agency Contract Administration Checklist),

viii. Other exhibits in descending order of their attachment.

K. Severability

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

L. Survival of Certain Agreement Terms

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

M. Taxes

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

N. Third Party Beneficiaries

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

O. Waiver

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

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

26. COLORADO SPECIAL PROVISIONS

The Special Provisions apply to all Agreements except where noted in italics.

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

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

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

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

3. GOVERNMENTAL IMMUNITY.

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

4. INDEPENDENT CONTRACTOR

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

5. COMPLIANCE WITH LAW.

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

6. CHOICE OF LAW.

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

7. BINDING ARBITRATION PROHIBITED.

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

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

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

9. EMPLOYEE FINANCIAL INTEREST. CRS §§24-18-201 and 24-50-507.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. The Local Agency has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree

with the performance of The Local Agency's services and The Local Agency shall not employ any person having such known interests.

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

[Not Applicable to intergovernmental agreements] Subject to CRS §24-30-202.4 (3.5), the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: (a) unpaid child support debts or child support arrearages; (b) unpaid balances of tax, accrued interest, or other charges specified in CRS §39-21-101, et seq.; (c) unpaid loans due to the Student Loan Division of the Department of Higher Education; (d) amounts required to be paid to the Unemployment Compensation Fund; and (e) other unpaid debts owing to the State as a result of final agency determination or judicial action.

11. PUBLIC CONTRACTS FOR SERVICES. CRS §8-17.5-101.

[Not Applicable to Agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental Agreements, or information technology services or products and services] The Local Agency certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who shall perform work under this Agreement and shall confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the State program established pursuant to CRS §8-17.5-102(5)(c), The Local Agency shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to The Local Agency that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. The Local Agency (a) shall not use E-Verify Program or State program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed, (b) shall notify the subcontractor and the contracting State agency within three days if The Local Agency has actual knowledge that a subcontractor is employing or contracting with an illegal alien for work under this Agreement, (c) shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and (d) shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If The Local Agency participates in the State program, The Local Agency shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that The Local Agency has examined the legal work status of such employee, and shall comply with all of the other requirements of the State program. If The Local Agency fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the contracting State agency, institution of higher education or political subdivision may terminate this Agreement for breach and, if so terminated, The Local Agency shall be liable for damages.

12. PUBLIC CONTRACTS WITH NATURAL PERSONS. CRS §24-76.5-101.

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

SPs Effective 1/1/09

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

27. SIGNATURE PAGE

Agreement Routing Number 12 HA4 35845

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

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

THE LOCAL AGENCY
City of Loveland

By: _____
Name of Authorized Individual

Title: _____
Official Title of Authorized Individual

*Signature

Date: _____

STATE OF COLORADO
John W. Hickenlooper, GOVERNOR
Colorado Department of Transportation
Donald E. Hunt Executive Director

By Timothy J. Harris, CDOT Chief Engineer

Date: _____

By: _____
2nd The Local Agency Signature if Needed
Name of Authorized Individual

Title: _____
Official Title of Authorized Individual

*Signature

Date: _____

LEGAL REVIEW
John W. Suthers, Attorney General

By: _____
Signature - Assistant Attorney General

Date: _____

ALL AGREEMENTS REQUIRE APPROVAL BY THE STATE CONTROLLER

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

STATE CONTROLLER
David J. McDermott, CPA

By: _____

Colorado Department of Transportation

Date: _____

28. EXHIBIT A – SCOPE OF WORK
[

COLORADO DEPARTMENT OF TRANSPORTATION DESIGN DATA		Orig.Date: 08/25/2009		Project Code # (SA#): 17563		STIP#: SR46666	
		Rev.Date:		Project #: SHO M830-050			
		Revision #: 0		PE Project Code:			
		Region #: 04		Project Description: US287 & Garfield Ave Signal Replacement			
Page 1 to 3		Status: <input checked="" type="checkbox"/> Preliminary <input type="checkbox"/> Final <input type="checkbox"/> Revised		County: 069		Municipality: Loveland	
Submitted By PM: TUTTLET		Approved by Program Engineer:		System Code: N-NHS Non-Interstate		Oversight By: A-Exempt	
Date:				Planned Length: 0.250			
Revised by:							
Date:							
Geographic Location: BUCHANAN AVE AT GARFIELD AVE IN LOVELAND							
Type of Terrain: Urban							
Description of Proposed Construction/Improvement(Attach map showing site location) SIGNAL IMPROVEMENTS							

1 Project Characteristics (Proposed)				Median (Type): <input type="checkbox"/> Depressed <input type="checkbox"/> Painted <input type="checkbox"/> Raised <input type="checkbox"/> None			
<input type="checkbox"/> Lighting		<input type="checkbox"/> Handicap Ramps		<input type="checkbox"/> Traffic Control Signals		<input type="checkbox"/> Striping	
<input type="checkbox"/> Curb and Gutter		<input type="checkbox"/> Curb Only		<input type="checkbox"/> Left-Turn Slots <input type="checkbox"/> Continuous		Width=	
<input type="checkbox"/> Sidwalk Width=		<input type="checkbox"/> Bikeway Width=		<input type="checkbox"/> Right-Turn Slots <input type="checkbox"/> Continuous		Width=	
<input type="checkbox"/> Parking Lane Width=		<input type="checkbox"/> Detours		Signing		<input type="checkbox"/> Construction <input type="checkbox"/> Permanent	
<input type="checkbox"/> Landscaping requirements (description):				<input checked="" type="checkbox"/> Other (description): Signal Replacement			

2 Right of Way			Yes/No	Est. #	3 Utilities (list names of known utility companies)		
ROW &/or Perm. Easement Required			No	_____			
Relocation Required			No	_____			
Temporary Easement Required:			No	_____			
Changes in Access:			No	_____			
Changes to Connecting Roads:			No	_____			

4 Railroad Crossings		# of Crossings:	
Recommendations :			

5 Environmental	Type:	Approved On:	Project Code # Cleared Under:	Project # Cleared Under:
	None	//		
Comments:				

6 Coordination			
<input type="checkbox"/> Withdrawn Lands (Power Sites, Reservoirs, Etc.) Cleared through BLM or Forest Service Office		Irrigation Ditch Name:	
<input type="checkbox"/> New Traffic Ordinance Required		<input type="checkbox"/> Modify Schedule of Existing Ordinance	
		Municipality: Loveland	
Other:			

7 Construction Method	Advertised By:	NoAd Reason:	Entity / Agency Contact Name:	Phone #:
	Local		Derek Schuler	970-962-2647

8 Safety Considerations		Project Under:		Guardrail meets current standards: No	
<input type="checkbox"/> Variance in Minimum Design Standards Required		<input type="checkbox"/> Safety project not all standards addressed		Comments: No Guardrail Within Project Limits	
<input type="checkbox"/> Justification Attached <input type="checkbox"/> Request to be Submitted					
<input type="checkbox"/> Bridge(see item 12) <input type="checkbox"/> See Remarks					
<input type="checkbox"/> Stage Construction (explain in remarks)					
3R projects					
Safety Evaluation Complete (date):					

Page 2 of 3	Project Code #(SA#): 17563	Project #: SHO M830-050	Revise date:	
Use Columns A, B, C, D and/or E to identify facility described below				
A =	B =	C =	D =	E =
9 Traffic				
Current Year	ADT			
	DHV			
	DHV % Trucks			
Future Year	ADT			
	DHV			
Facility Location		<input type="checkbox"/> Industrial	<input type="checkbox"/> Commercial	<input type="checkbox"/> Industrial
		<input type="checkbox"/> Residential	<input type="checkbox"/> Other	<input type="checkbox"/> Residential
				<input type="checkbox"/> Commercial
				<input type="checkbox"/> Other
10 Roadway Class				
Route				
Reft	0.000			
Endreft	0.000			
Functional Classification	P			
Facility type	U			
Rural Code	2			
11 Design Standards				
Design Variance Required (substandard items are identified with an * in 1 st column & clarify as design variance with CDOT Form #464)				
Width of Travel Lanes				
Shoulder width lt/outside				
Shoulder width rt/outside				
Design Speed				
Cross Slope				
Max. superelevation rate				
Min. Radius				
Min. Horizontal SSD				
Min. Vertical SSD				
Max Grade				
Design Decision Letter Required (substandard items are identified with an * in 1 st column & clarify with decision letter)				
Typical Section Type				
# of Travel Lanes				
Side Slope Dist. ("Z")				
Median Width				
Posted Speed				

Page 3 of 3	Project Code #(SA#): 17563	Project #: SHO M830-050	Revise Date:	
-------------	-------------------------------	----------------------------	--------------	--

12 Major Structures S= to stay, R= to be removed, P= proposed new structure										
Structure ID#	▼	Length	Reference Point	Feature Intersected	Standard Width	Structure Roadway	Structural Capacity	Horizontal Clearance	Vertical Clearance	Year Built
Proposed Treatment of Bridges to Remain in Place(address bridge rail, capacity, and allowable surfacing thickness):										

13 Remarks										
<p>The City of Loveland is responsible for design, ROW, environmental, utilities, ad, award, and construction management.</p> <p>The Colorado Department of Transportation (CDOT) will oversee the City of Loveland (city) when the city designs and constructs an upgraded traffic signal and other safety improvements at the intersection of SH 287 @ Garfield Avenue/Orchards Shopping Center in Loveland, CO. The existing signal operates five approaches and motorists often become confused while negotiating the intersection from the side streets. This work may contain the following features: removal/installation of traffic signal equipment, minor pedestrian enhancements (sidewalks, ADA ramps, countdown pedestrian heads), and consideration of new signal phasing and lane assignments.</p> <p>Federal Hazard Elimination funds have been awarded to this project for both design and construction. CDOT and the city believe it will be beneficial to perform this work because of documented vehicular crash patterns that could be mitigated with the proposed improvements. The intersection is surrounded by commercial land use generating fairly high vehicular volumes and moderate pedestrian volumes throughout a typical day.</p> <p>This work will conform to CDOT's Specifications for Road and Bridge Construction, American with Disabilities Act and the Larimer County Urban Area Street Standards. The design phase of this work will begin as soon as reasonably possible after the execution of this agreement. The design phase will identify more exact requirements and will result in the production of detailed plans and specifications. The construction phase of the contract is planned for the summer/fall of 2012 and is anticipated to take approximately two months.</p>										

29. EXHIBIT B – LOCAL AGENCY RESOLUTION

LOCAL AGENCY
ORDINANCE
or
RESOLUTION

29. EXHIBIT C – FUNDING PROVISIONS

A. Cost of Work Estimate

The Local Agency has estimated the total cost the Work to be \$334,444.00 which is to be funded as follows:

1 BUDGETED FUNDS		
a. Federal Funds		\$301,000.00
(90.00% of Participating Costs)		
b. Local Agency Matching Funds		\$0.00
(0% of Participating Costs)		
c. State Matching Funds		\$33,444.00
(10% of Participating Costs)		
d. Local Agency Matching for CDOT - Incurred Non-Participating Costs [AND/OR] Overmatch		\$0.00
(Including Non-Participating Indirects)		
TOTAL BUDGETED FUNDS		\$334,444.00
2 ESTIMATED CDOT-INCURRED COSTS		
a. Federal Share		\$0.00
(10%of Participating Costs)		
b. Local Agency		
Local Agency Share of Participating Costs	\$0.00	
Non-Participating Costs (Including Non- Participating Indirects)	\$0.00	
Estimated to be Billed to Local Agency		\$0.00
TOTAL ESTIMATED CDOT-INCURRED COSTS		\$0.00
3 ESTIMATED PAYMENT TO LOCAL AGENCY		
a. Federal Funds Budgeted (1a)		\$301,000.00
b. Less Estimated Federal Share of CDOT-Incurred Costs (2a)		\$0.00
TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY		\$301,000.00
FOR CDOT ENCUMBRANCE PURPOSES		
<i>*Note - \$35,000.00 is currently available. Funds and/or Local Agency Overmatch will be added in the future either by Option Letter or Amendment.</i>		
Less ROW Acquisition 3111 and/or ROW Relocation 3109		\$0.00

Relocation 3109				
Net to be encumbered as follows:				\$35,000.00
WBS Element 17563.10.30	Design	3020	\$35,000.00	
WBS Element 17563.20.10	Const	3301	\$0.00	

B. Matching Funds

The matching ratio for the federal participating funds for this Work is 90% federal-aid funds (CFDA #20 2050) to 0.00% Local Agency funds, it being understood that such ratio applies only to the \$334,444.00 that is eligible for federal participation, it being further understood that all non-participating costs are borne by the Local Agency at 100%. If the total participating cost of performance of the Work exceeds \$334,444.00, and additional federal funds are made available for the Work, the Local Agency shall pay 0.00% of all such costs eligible for federal participation and 100% of all non-participating costs; if additional federal funds are not made available, the Local Agency shall pay all such excess costs. If the total participating cost of performance of the Work is less than \$334,444.00, then the amounts of Local Agency and federal-aid funds will be decreased in accordance with the funding ratio described herein.

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be \$334,444.00 (For CDOT accounting purposes, the federal funds of \$301,000.00 and the Local Agency matching funds of \$0.00 and State funds of \$33,444.00 will be encumbered for a total encumbrance of \$334,444.00), unless such amount is increased by an appropriate written modification to this Agreement executed before any increased cost is incurred. **NOTE :\$35,000 in Design Funds is currently available. Funds and/or Local Agency Overmatch will be added in the future by Option Letter or Amendment **** It is understood and agreed by the parties hereto that the total cost of the Work stated hereinbefore is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that such cost is subject to revisions (in accord with the procedure in the previous sentence) agreeable to the parties prior to bid and award.

D. Single Audit Act Amendment

All state and local government and non-profit organizations receiving more than \$500,000 from all funding sources defined as federal financial assistance for Single Audit Act Amendment purposes shall comply with the audit requirements of OMB Circular A-133 (Audits of States, Local Governments and Non-Profit Organizations) see also, 49 C.F.R. 18.20 through 18.26. The Single Audit Act Amendment requirements applicable to The Local Agency receiving federal funds are as follows:

i. Expenditure less than \$500,000

The Local Agency expends less than \$500,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.

ii. Expenditure exceeding than \$500,000-Highway Funds Only

The Local Agency expends more than \$500,000 in Federal funds, but only received federal Highway funds (Catalog of Federal Domestic Assistance, CFDA 20.205) then a program specific audit shall be performed. This audit will examine the "financial" procedures and processes for this program area.

iii. Expenditure exceeding than \$500,000-Multiple Funding Sources

The Local Agency expends more than \$500,000 in Federal funds, and the Federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.

iv. Independent CPA

Single Audit shall only be conducted by an independent CPA, not by an auditor on staff. An audit is an allowable direct or indirect cost.

31. EXHIBIT D – OPTION LETTER

SAMPLE IGA OPTION LETTER

(This option has been created by the Office of the State Controller for CDOT use only)

NOTE: This option is limited to the specific contract scenarios listed below
AND may be used in place of exercising a formal amendment.

Date:	State Fiscal Year:	Option Letter No.	CLIN Routing #
Original Contract CMS #		Option Letter CMS #	
Original Contract SAP #		Option Letter SAP #	

Vendor name: _____

A. SUBJECT: (Choose applicable options listed below AND in section B and delete the rest)

1. Level of service change within current term due to an unexpected Local overmatch on an overbid situation ONLY;
2. Option to add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous ONLY (does not apply to Acquisition/Relocation or Railroads);
3. Option to update funding (a new Exhibit C must be attached with the option letter and shall be labeled C-1 (future changes for this option shall be labeled as follows: C-2, C-3, C-4, etc.)

B. REQUIRED PROVISIONS. All Option Letters shall contain the appropriate provisions set forth below:

(Insert the following language for use with Option #1):

In accordance with the terms of the original Agreement (insert FY, Agency code & CLIN routing # of Basic Contract) between the State of Colorado, Department of Transportation and (insert the Local Agency's name here), the State hereby exercises the option to record a level of service change due to unexpected overmatch dollars due to an overbid situation. The Agreement is now increased by (indicate additional dollars here) specified in Paragraph/Section/Provision _____ of the original Agreement.

(Insert the following language for use with Option #2):

In accordance with the terms of the original Agreement (insert FY, Agency code & CLIN routing # Basic Contract) between the State of Colorado, Department of Transportation and (insert the Local Agency's name here), the State hereby exercises the option to add an overlapping phase in (indicate Fiscal Year here) that will include (describe which phase will be added and include all that apply – Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous). Total funds for this Agreement remain the same (indicate total dollars here) as referenced in Paragraph/Section/Provision/Exhibit _____ of the original Agreement.

(Insert the following language for use with Option #3):

In accordance with the terms of the original Agreement (insert FY, Agency code & CLIN routing # of Basic Contract) between the State of Colorado, Department of Transportation and (insert the Local Agency's name here), the State hereby exercises the option to update funding based on changes from state, federal, local match and/or local agency overmatch funds. The Agreement is now (select one: increased and/or decreased) by (insert dollars here) specified in Paragraph/-Section/-Provision/Exhibit _____ of the original Agreement. A new Exhibit C-1 is made part of the original Agreement and replaces Exhibit C. (The following is a NOTE only so please delete when

using this option: future changes for this option for Exhibit C shall be labeled as follows: C-2, C-3, C-4, etc.)

(The following language must be included on ALL options):

The amount of the current Fiscal Year contract value is (*increased/decreased*) by (\$ *amount of change*) to a new Agreement value of (\$ _____) to satisfy services/goods ordered under the Agreement for the current fiscal year (*indicate Fiscal Year*). The first sentence in Paragraph/Section/Provision _____ is hereby modified accordingly.

The total Agreement value to include all previous amendments, option letters, etc. is (\$ _____).

The effective date of this Option Letter is upon approval of the State Controller or delegate.

APPROVALS:

For the The Local Agency:

Legal Name of the Local Agency

By: _____
Print Name of Authorized Individual

Signature: _____
Date: _____

Title: Official Title of Authorized Individual

State of Colorado:

Bill Ritter, Jr., Governor

By: _____ Date: _____
Executive Director, Colorado Department of Transportation

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

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

**State Controller
David J. McDermott, CPA**

By: _____

Date: _____

32. EXHIBIT E – LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST

LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST

The following checklist has been developed to ensure that all required aspects of a project approved for Federal funding have been addressed and a responsible party assigned for each task.

After a project has been approved for Federal funding in the Statewide Transportation Improvement Program, the Colorado Department of Transportation (CDOT) Project Manager, Local Agency project manager, and CDOT Resident Engineer prepare the checklist. It becomes a part of the contractual agreement between the Local Agency and CDOT. The CDOT Agreements Unit will not process a Local Agency agreement without this completed checklist. It will be reviewed at the Final Office Review meeting to ensure that all parties remain in agreement as to who is responsible for performing individual tasks.

COLORADO DEPARTMENT OF TRANSPORTATION			
LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST			
Project No. SHO M830-050	STIP No. SR46666.042	Project Code 17563	Region 04
Project Location City of Loveland			Date 8/2/2011
Project Description US287 & Garfield Ave Signal Replacement			
Local Agency City of Loveland		Local Agency Project Manager Derek Schuler	
CDOT Resident Engineer Long Nguyen		CDOT Project Manager Tim Tuttle	
INSTRUCTIONS:			
This checklist shall be utilized to establish the contract administration responsibilities of the individual parties to this agreement. The checklist becomes an attachment to the Local Agency agreement. Section numbers correspond to the applicable chapters of the <i>CDOT Local Agency Manual</i> .			
The checklist shall be prepared by placing an "X" under the responsible party, opposite each of the tasks. The "X" denotes the party responsible for initiating and executing the task. Only one responsible party should be selected. When neither CDOT nor the Local Agency is responsible for a task, not applicable (NA) shall be noted. In addition, a "#" will denote that CDOT must concur or approve.			
Tasks that will be performed by Headquarters staff will be indicated. The Regions, in accordance with established policies and procedures, will determine who will perform all other tasks that are the responsibility of CDOT.			
The checklist shall be prepared by the CDOT Resident Engineer or the CDOT Project Manager, in cooperation with the Local Agency Project Manager, and submitted to the Region Program Engineer. If contract administration responsibilities change, the CDOT Resident Engineer, in cooperation with the Local Agency Project Manager, will prepare and distribute a revised checklist.			

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
TIP / STIP AND LONG-RANGE PLANS			
2-1	Review Project to ensure consistency with STIP and amendments thereto		X
FEDERAL FUNDING OBLIGATION AND AUTHORIZATION			
4-1	Authorize funding by phases (CDOT Form 418 - Federal-aid Program Data. Requires FHWA concurrence/involvement)		X
PROJECT DEVELOPMENT			
5-1	Prepare Design Data - CDOT Form 463	X	X
5-2	Prepare Local Agency/CDOT Inter-Governmental Agreement (see also Chapter 3)		X
5-3	Conduct Consultant Selection/Execute Consultant Agreement	X	#
5-4	Conduct Design Scoping Review meeting	X	
5-5	Conduct Public Involvement	X	
5-6	Conduct Field Inspection Review (FIR)	X	X
5-7	Conduct Environmental Processes (may require FHWA concurrence/involvement)	X	X
5-8	Acquire Right-of-Way (may require FHWA concurrence/involvement)	X	#
5-9	Obtain Utility and Railroad Agreements	X	
5-10	Conduct Final Office Review (FOR)	X	X
5-11	Justify Force Account Work by the Local Agency	X	#
5-12	Justify Proprietary, Sole Source, or Local Agency Furnished items	X	#
5-13	Document Design Exceptions - CDOT Form 464	X	#
5-14	Prepare Plans, Specifications and Construction Cost Estimates	X	#
5-15	Ensure Authorization of Funds for Construction		X

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
PROJECT DEVELOPMENT CIVIL RIGHTS AND LABOR COMPLIANCE			
6-1	Set Underutilized Disadvantaged Business Enterprise (UBDE) Goals for Consultant and Construction Contracts (CDOT Region EEO/Civil Rights Specialist)		X
6-2	Determine Applicability of Davis-Bacon Act This project <input type="checkbox"/> is <input checked="" type="checkbox"/> is not exempt from Davis-Bacon requirements as determined by the functional classification of the project location (Projects located on local roads and rural minor collectors may be exempt.) <u>Long Nguyen</u> <u>8/2/2011</u> CDOT Resident Engineer(Signature on File) Date		X
6-3	Set On-the-Job Training Goals. Goal is zero if total construction is less than \$1 million (CDOT Region EEO/Civil Rights Specialist)		X
6-4	Title VI Assurances	X	
	Ensure the correct Federal Wage Decision, all required Disadvantaged Business Enterprise/On-the-Job Training special provisions and FHWA Form 1273 are included in the Contract (CDOT Resident Engineer)		X
ADVERTISE, BID AND AWARD			
7-1	Obtain Approval for Advertisement Period of Less Than Three Weeks	X	#
7-2	Advertise for Bids	X	
7-3	Distribute "Advertisement Set" of Plans and Specifications	X	
7-4	Review Worksite and Plan Details with Prospective Bidders While Project is Under Advertisement	X	
7-5	Open Bids	X	
7-6	Process Bids for Compliance		
	Check CDOT Form 715 - Certificate of Proposed Underutilized DBE Participation when the low bidder meets UDBE goals		X
	Evaluate CDOT Form 718 - Underutilized DBE Good Faith Effort Documentation and determine if the Contractor has made a good faith effort when the low bidder does not meet DBE goals		X
	Submit required documentation for CDOT award concurrence	X	
7-7	Concurrence from CDOT to Award		X
7-8	Approve Rejection of Low Bidder		X
7-9	Award Contract	X	
7-10	Provide "Award" and "Record" Sets of Plans and Specifications	X	
CONSTRUCTION MANAGEMENT			
8-1	Issue Notice to Proceed to the Contractor	X	
8-2	Project Safety	X	#
8-3	Conduct Conferences: Pre-construction Conference (Appendix B)	X	
	Presurvey • Construction staking • Monumentation	X X	
	Partnering (Optional)	X	
	Structural Concrete Pre-Pour (Agenda is in <i>CDOT Construction Manual</i>)	X	
	Concrete Pavement Pre-Paving (Agenda is in <i>CDOT Construction Manual</i>)	X	
	HMA Pre-Paving (Agenda is in <i>CDOT Construction Manual</i>)	X	
8-4	Develop and distribute Public Notice of Planned Construction to media and local residents	X	
8-5	Supervise Construction A Professional Engineer (PE) registered in Colorado, who will be "in responsible charge of construction supervision." <u>Derek Schuler</u> <u>970-962-2647</u> Local Agency Professional Engineer or Phone number CDOT Resident Engineer	X	

CONSTRUCTION CIVIL RIGHTS AND LABOR COMPLIANCE			
10-1	Fulfill Project Bulletin Board and Pre-construction Packet Requirements	X	
10-2	Process CDOT Form 205 - Sublet Permit Application Review and sign completed CDOT Form 205 for each subcontractor, and submit to EEO/Civil Rights Specialist	X	X
10-3	Conduct Equal Employment Opportunity and Labor Compliance Verification Employee Interviews. Complete CDOT Form 280	X	
10-4	Monitor Disadvantaged Business Enterprise Participation to Ensure Compliance with the "Commercially Useful Function" requirements	X	
10-5	Conduct Interviews When Project Utilizes On-the-Job Trainees. Complete CDOT Form 200 - OJT Training Questionnaire	X	
10-6	Check Certified Payrolls (Contact the Region EEO/Civil Rights Specialists for training requirements.)	X	
10-7	Submit FHWA Form 1391 - Highway Construction Contractor's Annual EEO Report	X	
FINALS			
11-1	Conduct Final Project Inspection. Complete and submit CDOT Form 1212 - Final Acceptance Report (Resident Engineer with mandatory Local Agency participation.)		X
11-2	Write Final Project Acceptance Letter	X	
11-3	Advertise for Final Settlement	X	
11-4	Prepare and Distribute Final As-Constructed Plans	X	
11-5	Prepare EEO Certification		
11-6	Check Final Quantities, Plans and Pay Estimate; Check Project Documentation; and submit Final Certifications	X	
11-7	Check Material Documentation and Accept Final Material Certification (See Chapter 9)	X	
11-8	Obtain CDOT Form 17 - Contractor DBE Payment Certification from the Contactor and submit to the Resident Engineer	X	
11-9	Obtain FHWA Form 47 - Statement of Materials and Labor Used ... from the Contractor		NA
11-10	Process Final Payment	X	
11-11	Complete and Submit CDOT Form 950 - Project Closure		X
11-12	Retain Project Records for Six Years from Date of Project Closure	X	X
11-13	Retain Final Version of Local Agency Contract Administration Checklist	X	X

cc: CDOT Resident Engineer/Project Manager
 CDOT Region Program Engineer
 CDOT Region EEO/Civil Rights Specialist
 CDOT Region Materials Engineer
 CDOT Contracts and Market Analysis Branch
 Local Agency Project Manager

33. EXHIBIT F – CERTIFICATION FOR FEDERAL-AID CONTRACTS

The Local Agency certifies, by signing this Agreement, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, Agreement, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or of Congress, or an employee of a Member of Congress in connection with this Federal contract, Agreement, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agree by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such sub-recipients shall certify and disclose accordingly.

Required by 23 CFR 635.112

34. EXHIBIT G – DISADVANTAGED BUSINESS ENTERPRISE

SECTION 1. Policy.

It is the policy of the Colorado Department of Transportation (CDOT) that disadvantaged business enterprises shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement, pursuant to 49 CFR Part 23. Consequently, the 49 CFR Part IE DBE requirements the Colorado Department of Transportation DBE Program (or a Local Agency DBE Program approved in advance by the State) apply to this agreement.

SECTION 2. DBE Obligation.

The recipient or its the Local Agency agrees to ensure that disadvantaged business enterprises as determined by the Office of Certification at the Colorado Department of Regulatory Agencies have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all participants or contractors shall take all necessary and reasonable steps in accordance with the CDOT DBE program (or a Local Agency DBE Program approved in advance by the State) to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of CDOT assisted contracts.

SECTION 3 DBE Program.

The Local Agency (sub-recipient) shall be responsible for obtaining the Disadvantaged Business Enterprise Program of the Colorado Department of Transportation, 1988, as amended, and shall comply with the applicable provisions of the program. (If applicable).

A copy of the DBE Program is available from and will be mailed to the Local Agency upon request:

Business Programs Office
Colorado Department of Transportation
4201 East Arkansas Avenue, Room 287
Denver, Colorado 80222-3400
Phone: (303) 757-9234

revised 1/22/98

Required by 49 CFR Part 23.41

35. EXHIBIT H – LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES

[Delete this Exhibit if the State is doing the work]

THE LOCAL AGENCY SHALL USE THESE PROCEDURES TO IMPLEMENT FEDERAL-AID PROJECT AGREEMENTS WITH PROFESSIONAL CONSULTANT SERVICES

Title 23 Code of Federal Regulations (CFR) 172 applies to a federally funded local agency project agreement administered by CDOT that involves professional consultant services. 23 CFR 172.1 states "The policies and procedures involve federally funded contracts for engineering and design related services for projects subject to the provisions of 23 U.S.C. 112(a) and are issued to ensure that a qualified consultant is obtained through an equitable selection process, that prescribed work is properly accomplished in a timely manner, and at fair and reasonable cost" and according to 23 CFR 172.5 "Price shall not be used as a factor in the analysis and selection phase." Therefore, local agencies must comply with these CFR requirements when obtaining professional consultant services under a federally funded consultant contract administered by CDOT.

CDOT has formulated its procedures in Procedural Directive (P.D.) 400.1 and the related operations guidebook titled "Obtaining Professional Consultant Services". This directive and guidebook incorporate requirements from both Federal and State regulations, i.e., 23 CFR 172 and CRS §24-30-1401 et seq. Copies of the directive and the guidebook may be obtained upon request from CDOT's Agreements and Consultant Management Unit. [Local agencies should have their own written procedures on file for each method of procurement that addresses the items in 23 CFR 172].

Because the procedures and laws described in the Procedural Directive and the guidebook are quite lengthy, the subsequent steps serve as a short-hand guide to CDOT procedures that a local agency must follow in obtaining professional consultant services. This guidance follows the format of 23 CFR 172. The steps are:

1. The contracting local agency shall document the need for obtaining professional services.
2. Prior to solicitation for consultant services, the contracting local agency shall develop a detailed scope of work and a list of evaluation factors and their relative importance. The evaluation factors are those identified in C.R.S. 24-30-1403. Also, a detailed cost estimate should be prepared for use during negotiations.
3. The contracting agency must advertise for contracts in conformity with the requirements of C.R.S. 24-30-1405. The public notice period, when such notice is required, is a minimum of 15 days prior to the selection of the three most qualified firms and the advertising should be done in one or more daily newspapers of general circulation.
4. The request for consultant services should include the scope of work, the evaluation factors and their relative importance, the method of payment, and the goal of 10% for Disadvantaged Business Enterprise (DBE) participation as a minimum for the project.
5. The analysis and selection of the consultants shall be done in accordance with CRS §24-30-1403. This section of the regulation identifies the criteria to be used in the evaluation of CDOT pre-qualified prime consultants and their team. It also shows which criteria are used to short-list and to make a final selection.

The short-list is based on the following evaluation factors:

- a. Qualifications,
- b. Approach to the Work,
- c. Ability to furnish professional services.
- d. Anticipated design concepts, and

e. Alternative methods of approach for furnishing the professional services.

Evaluation factors for final selection are the consultant's:

- a. Abilities of their personnel,
- b. Past performance,
- c. Willingness to meet the time and budget requirement,
- d. Location,
- e. Current and projected work load,
- f. Volume of previously awarded contracts, and
- g. Involvement of minority consultants.

- 6. Once a consultant is selected, the local agency enters into negotiations with the consultant to obtain a fair and reasonable price for the anticipated work. Pre-negotiation audits are prepared for contracts expected to be greater than \$50,000. Federal reimbursements for costs are limited to those costs allowable under the cost principles of 48 CFR 31. Fixed fees (profit) are determined with consideration given to size, complexity, duration, and degree of risk involved in the work. Profit is in the range of six to 15 percent of the total direct and indirect costs.
- 7. A qualified local agency employee shall be responsible and in charge of the Work to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of the contract. At the end of Work, the local agency prepares a performance evaluation (a CDOT form is available) on the consultant.
- 8. Each of the steps listed above is to be documented in accordance with the provisions of 49 CFR 18.42, which provide for records to be kept at least three years from the date that the local agency submits its final expenditure report. Records of projects under litigation shall be kept at least three years after the case has been settled.

CRS §§24-30-1401 through 24-30-1408, 23 CFR Part 172, and P.D. 400.1, provide additional details for complying with the preceeding eight (8) steps.

36. EXHIBIT I – FEDERAL-AID CONTRACT PROVISIONS

FHWA Form 1273

FHWA-1273 Electronic version -- March 10, 1994

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

I. General	1
II. Nondiscrimination	1
III. Non-segregated Facilities	3
IV. Payment of Predetermined Minimum Wage	3
V. Statements and Payrolls	6
VI. Record of Materials, Supplies, and Labor	6
VII. Subletting or Assigning the Contract	7
VIII. Safety: Accident Prevention	7
IX. False Statements Concerning Highway Projects	7
X. Implementation of Clean Air Act and Federal Water Pollution Control Act	8
XI. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion	8
XII. Certification Regarding Use of Contract Funds for Lobbying	9

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this Agreement. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this Agreement. In the execution of this Agreement, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

ATTACHMENTS

A. Employment Preference for Appalachian Contracts (included in Appalachian contracts only)

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4, and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this Agreement. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this Agreement, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal

Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementations of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this Agreement, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this Agreement, this subparagraph will be superseded as indicated in the special provision.

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor

either directly or through a contractor's association acting as agent will include the procedures set forth below:

a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this Agreement.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this Agreement. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to

be reported on Form FHWA-1391. If on-the job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this Agreement or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this Agreement. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.

b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this Agreement.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed

pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this Agreement or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof of the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this Agreement.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).

a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise

disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this Agreement the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this Agreement, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this Agreement, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

3. Pursuant to 29 CFR 1926.3, it is a condition of this Agreement that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this Agreement, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this Agreement, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 *et seq.*, as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*, as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency

entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the non-procurement portion of the "Lists of Parties Excluded From Federal Procurement or Non-procurement Programs" (Non-procurement List) which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS OR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of

any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

2. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly

37. EXHIBIT J – FEDERAL REQUIREMENTS

Federal laws and regulations that may be applicable to the Work include:

A. Uniform Administrative Requirements for Agreements and Cooperative Agreements to State and Local Governments (Common Rule)

The "Uniform Administrative Requirements for Agreements and Cooperative Agreements to State and Local Governments (Common Rule), at 49 Code of Federal Regulations, Part 18, except to the extent that other applicable federal requirements (including the provisions of 23 CFR Parts 172 or 633 or 635) are more specific than provisions of Part 18 and therefore supersede such Part 18 provisions. The requirements of 49 CFR 18 include, without limitation:

- i. the Local Agency/Contractor shall follow applicable procurement procedures, as required by section 18.36(d);
- ii. the Local Agency/Contractor shall request and obtain prior CDOT approval of changes to any subcontracts in the manner, and to the extent required by, applicable provisions of section 18.30;
- iii. the Local Agency/Contractor shall comply with section 18.37 concerning any sub-Agreements;
- iv. to expedite any CDOT approval, the Local Agency/Contractor's attorney, or other authorized representative, shall also submit a letter to CDOT certifying Local Agency/Contractor compliance with section 18.30 change order procedures, and with 18.36(d) procurement procedures, and with 18.37 sub-Agreement procedures, as applicable;
- v. the Local Agency/Contractor shall incorporate the specific contract provisions described in 18.36(i) (which are also deemed incorporated herein) into any subcontract(s) for such services as terms and conditions of those subcontracts.

B. Executive Order 11246

Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (All construction contracts awarded in excess of \$10,000 by the Local Agencies and their contractors or sub-the Local Agencies).

C. Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and sub-Agreements for construction or repair).

D. Davis-Bacon Act

The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) (Construction contracts in excess of \$2,000 awarded by the Local Agencies and the Local Agencies when required by Federal Agreement program legislation. This act requires that all laborers and mechanics employed by contractors or sub-contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor).

E. Contract Work Hours and Safety Standards Act

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by the Local Agencies and the Local Agencies in excess of \$2,000, and in excess of \$2,500 for other contracts which involve the employment of mechanics or laborers).

F. Clear Air Act

Standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and sub-Agreements of amounts in excess of \$100,000).

G. Energy Policy and Conservation Act

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

H. OMB Circulars

Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.

I. Hatch Act

The Hatch Act (5 USC 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.

J. Nondiscrimination

42 USC 6101 et seq. 42 USC 2000d, 29 USC 794, and implementing regulation, 45 C.F.R. Part 80 et. seq. These acts require that no person shall, on the grounds of race, color, national origin, age, or handicap, be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or part, by federal funds.

K. ADA

The Americans with Disabilities Act (Public Law 101-336; 42 USC 12101, 12102, 12111-12117, 12131-12134, 12141-12150, 12161-12165, 12181-12189, 12201-12213 47 USC 225 and 47 USC 611.

L. Uniform Relocation Assistance and Real Property Acquisition Policies Act

The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91-646, as amended and Public Law 100-17, 101 Stat. 246-256). (If the contractor is acquiring real property and displacing households or businesses in the performance of the Agreement).

M. Drug-Free Workplace Act

The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.).

N. Age Discrimination Act of 1975

The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 et. seq. and its implementing regulation, 45 C.F.R. Part 91; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84.

O. 23 C.F.R. Part 172

23 C.F.R. Part 172, concerning "Administration of Engineering and Design Related Contracts".

P. 23 C.F.R Part 633

23 C.F.R Part 633, concerning "Required Contract Provisions for Federal-Aid Construction Contracts".

Q. 23 C.F.R. Part 635

23 C.F.R. Part 635, concerning "Construction and Maintenance Provisions".

R. Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973. The requirements for which are shown in the Nondiscrimination Provisions, which are attached hereto and made a part hereof.

S. Nondiscrimination Provisions:

S. Nondiscrimination Provisions:

In compliance with Title VI of the Civil Rights Act of 1964 and with Section 162(a) of the Federal Aid Highway Act of 1973, the Contractor, for itself, its assignees and successors in interest, agree as follows:

i. Compliance with Regulations

The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation

(Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

ii. Nondiscrimination

The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, mental or physical handicap or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix C of the Regulations.

iii. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, mental or physical handicap or national origin.

iv. Information and Reports

The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State, or the FHWA as appropriate and shall set forth what efforts have been made to obtain the information.

v. Sanctions for Noncompliance.

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: **a.** Withholding of payments to the Contractor under the contract until the Contractor complies, and/or **b.** Cancellation, termination or suspension of the contract, in whole or in part.

T. Incorporation of Provisions§22

The Contractor will include the provisions of paragraphs A through F in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interest of the State and in addition, the Contractor may request the FHWA to enter into such litigation to protect the interests of the United States.

Exhibit K

State of Colorado
Supplemental Provisions for
Federally Funded Contracts, Grants, and Purchase Orders
Subject to
The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As
Amended
As of 10-15-10

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

1. **Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.
 - 1.1. **“Award”** means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:
 - 1.1.1. Grants;
 - 1.1.2. Contracts;
 - 1.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
 - 1.1.4. Loans;
 - 1.1.5. Loan Guarantees;
 - 1.1.6. Subsidies;
 - 1.1.7. Insurance;
 - 1.1.8. Food commodities;
 - 1.1.9. Direct appropriations;
 - 1.1.10. Assessed and voluntary contributions; and
 - 1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

Award **does not** include:

 - 1.1.12. Technical assistance, which provides services in lieu of money;
 - 1.1.13. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
 - 1.1.14. Any award classified for security purposes; or
 - 1.1.15. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
 - 1.2. **“Central Contractor Registration (CCR)”** means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.bpn.gov/ccr>.
 - 1.3. **“Contract”** means the contract to which these Supplemental Provisions are attached and includes all Award types in §1.1.1 through 1.1.11 above.
 - 1.4. **“Contractor”** means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

- 1.5. **“Data Universal Numbering System (DUNS) Number”** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.
- 1.6. **“Entity”** means all of the following as defined at 2 CFR part 25, subpart C;
- 1.6.1. A governmental organization, which is a State, local government, or Indian Tribe;
 - 1.6.2. A foreign public entity;
 - 1.6.3. A domestic or foreign non-profit organization;
 - 1.6.4. A domestic or foreign for-profit organization; and
 - 1.6.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.7. **“Executive”** means an officer, managing partner or any other employee in a management position.
- 1.8. **“Federal Award Identification Number (FAIN)”** means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.9. **“FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.10. **“Prime Recipient”** means a Colorado State agency or institution of higher education that receives an Award.
- 1.11. **“Subaward”** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient’s support in the performance of all or any portion of the substantive project or program for which the Award was granted.
- 1.12. **“Subrecipient”** means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee.
- 1.13. **“Subrecipient Parent DUNS Number”** means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s Central Contractor Registration (CCR) profile, if applicable.
- 1.14. **“Supplemental Provisions”** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.
- 1.15. **“Total Compensation”** means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following:
- 1.15.1. Salary and bonus;
 - 1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the

employee, perquisites or property) for the Executive exceeds \$10,000.

- 1.16. **"Transparency Act"** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
 - 1.17 **"Vendor"** means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.
2. **Compliance.** Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
 3. **Central Contractor Registration (CCR) and Data Universal Numbering System (DUNS) Requirements.**
 - 3.1. **CCR.** Contractor shall maintain the currency of its information in the CCR until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update the CCR information at least annually after the initial registration, and more frequently if required by changes in its information.
 - 3.2. **DUNS.** Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.
 4. **Total Compensation.** Contractor shall include Total Compensation in CCR for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 4.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and
 - 4.2. In the preceding fiscal year, Contractor received:
 - 4.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 4.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 4.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.
 5. **Reporting.** Contractor shall report data elements to CCR and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in §2 above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at <http://www.colorado.gov/dpa/dfp/sco/FFATA.htm>.
 6. **Effective Date and Dollar Threshold for Reporting.** The effective date of these supplemental

provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.

7. Subrecipient Reporting Requirements. If Contractor is a Subrecipient, Contractor shall report as set forth below.

7.1 To CCR. A Subrecipient shall register in CCR and report the following data elements in CCR *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

- 7.1.1 Subrecipient DUNS Number;
- 7.1.2 Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;
- 7.1.3 Subrecipient Parent DUNS Number;
- 7.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
- 7.1.5 Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
- 7.1.6 Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.

7.2 To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:

- 7.2.1 Subrecipient's DUNS Number as registered in CCR.
- 7.2.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. Exemptions.

- 8.1. These Supplemental Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 8.2. A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.
- 8.3. Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.
- 8.4. There are no Transparency Act reporting requirements for Vendors.

9. Event of Default. Failure to comply with these Supplemental Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

FIRST READING October 4, 2011

SECOND READING _____

ORDINANCE NO. _____

AN ORDINANCE ENACTING A SUPPLEMENTAL BUDGET AND APPROPRIATION TO THE 2011 CITY OF LOVELAND BUDGET FOR SIGNAL REPLACEMENT AT THE US 287 AND GARFIELD AVENUE INTERSECTION.

WHEREAS, the City has received 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 in the amount of \$334,440 from federal and state grants in the Capital Projects Fund 002 are available for appropriation. Revenues in the total amount of \$334,440 are hereby appropriated for replacement of a traffic signal at US 287 and Garfield Avenue and transferred to the funds as hereinafter set forth. The spending agencies and funds that shall be spending the monies supplementally budgeted and appropriated are as follows:

**Supplemental Budget
Capital Projects Fund 002 - US 287 and Garfield Ave. Signal Replacement**

Revenues

002-0270-334.02-00-TS1101	State Grant	33,440
002-0270-334.48-00-TS1101	Federal Grant	301,000

Total Revenue 334,440

Appropriations

002-0270-409-09-60-TS1101	Construction	334,440
---------------------------	--------------	---------

Total Appropriations 334,440

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).

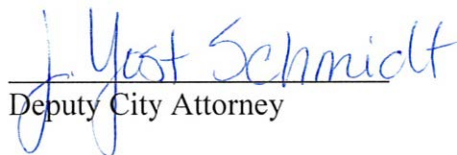
ADOPTED this ___ day of October, 2011.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



Deputy City Attorney



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

AGENDA ITEM: 8
MEETING DATE: 10/4/2011
TO: City Council
FROM: Keith Reester, Public Works Department
PRESENTER: David Klockeman, City Engineer

TITLE:

Public Hearing and consideration of an ordinance on first reading enacting a supplemental budget and appropriation to the 2011 City of Loveland budget for the Safe Routes to School Program.

DESCRIPTION:

This is an administrative action. Funding is appropriated for police overtime for enforcement and operating costs for Loveland to host a National Safe Routes to School Training Course.

BUDGET IMPACT:

Yes No

The entire appropriation is funded with a grant from CANDO Loveland.

SUMMARY:

CANDO Loveland is the local facilitator of Livewell Colorado grant funding. They have developed a strategic goal of assisting the City of Loveland to maintain and expand the Safe Routes to School (SRTS) program through annual mini-grant opportunities. Past grants received:

April 2009:	\$ 500 for Task Force meetings
October 2009:	\$2,000 for overtime Police enforcement of school zones
April 2010:	\$1,500 for Task Force meetings and activities

These past grants were combined with the existing SRTS project funding.

In June 2011, the City received a new grant of \$3,000 through CANDO Loveland for this program. It is intended that \$1,500 of the funds be used to cover the overtime costs for police

enforcement and the other \$1,500 be used for the City to host a SRTS National Course training opportunity.

An ordinance is required to appropriate these funds as they were awarded after the 2011 budget was adopted.

LIST OF ATTACHMENTS:

1. An ordinance on first Reading enacting a supplemental budget and appropriation to the 2011 City of Loveland budget for the Safe Routes to School Program.

RECOMMENDED CITY COUNCIL ACTION:

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

REVIEWED BY CITY MANAGER:

FIRST READING October 4, 2011

SECOND READING _____

ORDINANCE NO. _____

AN ORDINANCE ENACTING A SUPPLEMENTAL BUDGET AND APPROPRIATION TO THE 2011 CITY OF LOVELAND BUDGET FOR THE SAFE ROUTES TO SCHOOL PROGRAM.

WHEREAS, the City has received 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 in the amount of \$3,000 from a CANDO Loveland grant in the General Fund 001 are available for appropriation. Revenues in the total amount of \$3,000 are hereby appropriated for police enforcement overtime and operating costs to host the SRTS National Course training opportunity and transferred to the funds 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 - Safe Routes to School Grant**

Revenues

001-2305-363-00-00 -TSSR14 Contributions	3,000
--	-------

Total Revenue	3,000
----------------------	--------------

Appropriations

001-2102-409-01-21 -TSSR14 Overtime	1,500
-------------------------------------	-------

001-2305-409-02-99 -TSSR14 Other Supplies	750
---	-----

001-2305-409-03-21 -TSSR14 Printing	750
-------------------------------------	-----

Total Appropriations	3,000
-----------------------------	--------------

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

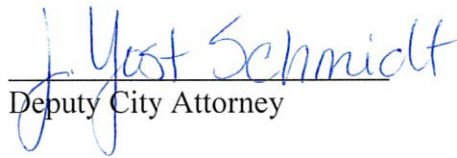
ADOPTED this ___ day of October, 2011.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



Deputy City Attorney



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

AGENDA ITEM: 9

MEETING DATE: 10/4/2011

TO: City Council

FROM: Keith Reester, Public Works Department

PRESENTER: David Klockeman, City Engineer

TITLE:

Public Hearing and consideration of an ordinance on first reading enacting a supplemental budget and appropriation to the 2011 City of Loveland budget for management of the installation of the I-25 and U.S. 34 traffic signals

DESCRIPTION:

This is an administrative action. By a contractual arrangement the Centerra Metropolitan District agreed to pay the City a management fee for oversight of the installation of the signals at the I-25 and US 34 interchange.

BUDGET IMPACT:

Yes No

The appropriation is funded by outside revenue.

SUMMARY:

As part of the construction of the interim improvements at the I-25 and US 34 Interchange, the installation of two traffic signals was required. The City of Loveland (City) was working cooperatively with the Centerra Metropolitan District on the overall project. As the City had an existing contract for the installation of traffic signals that allowed for use by other government entities, an Intergovernmental Agreement was executed between the City and the Centerra Metropolitan District for the installation of the traffic signals for this project.

As part of the aforementioned Intergovernmental Agreement, the Centerra Metropolitan District agreed to pay the City an administrative management fee equal to 6.5% of the total cost of the traffic signals. That administrative fee equals \$28,878.85 based on the actual costs of the project that were determined this summer at the time of completion of the project.

An ordinance is required to appropriate these funds as they were calculated and received after the 2011 budget was adopted.

LIST OF ATTACHMENTS:

An ordinance on first reading enacting a supplemental budget and appropriation to the 2011 City of Loveland budget for management of the installation of the I-25 and US 34 traffic signals

RECOMMENDED CITY COUNCIL ACTION:

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

REVIEWED BY CITY MANAGER:

FIRST READING October 4, 2011

SECOND READING _____

ORDINANCE NO. _____

AN ORDINANCE ENACTING A SUPPLEMENTAL BUDGET AND APPROPRIATION TO THE 2011 CITY OF LOVELAND BUDGET FOR MANAGEMENT OF THE INSTALLATION OF THE I-25 AND U.S. 34 TRAFFIC SIGNALS

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 in the amount of \$28,880 from a payment from the Centerra Metropolitan District in the General Fund 001 are available for appropriation. Revenues in the total amount of \$28,880 are hereby appropriated for management of the installation of the of the traffic signals at the I25 and U.S. 34 interchange and transferred to the funds 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 - Traffic Signal Management**

Revenues		
001-2305-368-10-00	Administrative Costs	28,880
Total Revenue		28,880
Appropriations		
001-2305-409-02-15	Computer Equipment	18,880
001-2305-414-03-44	Utility -Electric	10,000
Total Appropriations		28,880

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).

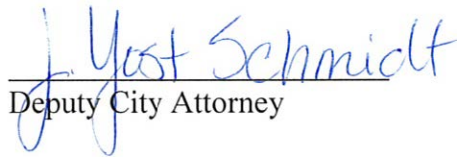
ADOPTED this ___ day of October, 2011.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



Deputy City Attorney



CITY OF LOVELAND
PARKS & RECREATION DEPARTMENT
 Civic Center • 500 East Third • Loveland, Colorado 80537
 (970) 962-2303 • FAX (970) 962-2903 • TDD (970) 962-2620

AGENDA ITEM: 10
MEETING DATE: 10/4/2011
TO: City Council
FROM: Brian Hayes, Parks and Recreation Department
PRESENTER: Brian Hayes

TITLE:

A Resolution approving a Dryland Farm Lease on the Sauer open lands property

DESCRIPTION:

A resolution approving a 1 year lease for agricultural crop production on the Sauer open lands property, also known as Prairie Ridge Natural Area, located northwest of 57th Street and Wilson Avenue.

BUDGET IMPACT:

Yes No

SUMMARY:

The cities of Loveland and Fort Collins purchased 785 acres from Mr. Harry Sauer in 2000 and have been leasing back to the seller the rights for agricultural production.

The existing lease expired on July 31, 2011.

Mr. Sauer, the tenant farmer, also farms the former McKee property and Long View Farm, both located in the separator area between Loveland and Fort Collins. The McKee property is managed by the City of Fort Collins and the Long View Farm property is managed by Larimer County. Both the City of Fort Collins and Larimer County have notified Mr. Sauer that a formal Request for Proposal (RFP) for farming services on the properties that they manage will be put out to bid this fall. City of Loveland staff has indicated to the City of Fort Collins and Larimer County that it would cooperate on a bidding process for all three properties.

The City of Loveland is the managing entity of the Prairie Ridge property per an IGA between the purchasers and wishes to approve a 1-year, short term lease with the same conditions as

the previous lease and will expire July 31, 2012, to allow for the cooperative three entity RFP process to take place. The proposed 1 year lease rate is Ten Dollars (\$10) per acre for 250 (+/-) acres planted into dryland wheat. The Tenant receives 100% of the Crop Flexibility payments from the Farm Service Agency, and the Tenant is responsible for any and all costs associated with crop production, insect control and perennial weed control. The lease generates approximately \$2,500 per year for the City of Loveland. Results of the RFP will dictate terms of future lease options prior to the 1-year lease expiration.

LIST OF ATTACHMENTS:

Dryland Farm Lease

RECOMMENDED CITY COUNCIL ACTION:

Approve a Resolution approving a Dryland Farm Lease on the Sauer open lands property.

REVIEWED BY CITY MANAGER:

RESOLUTION #R-59-2011

A RESOLUTION APPROVING A DRYLAND FARM LEASE ON SAUER OPEN LANDS PROPERTY

WHEREAS, the City of Loveland and the City of Fort Collins (the “Owners”) own approximately 785 acres of land between Loveland and Fort Collins in May 2000 known as the Sauer Farm (the “Property”); and

WHEREAS, the Owners entered into an Intergovernmental Agreement (“IGA”) dated March 22, 2000, regarding their joint ownership of the Property and related rights and responsibilities thereto; and

WHEREAS, the IGA provided that the Owners would use their best efforts to negotiate a lease with Tenant for farming the Property; and

WHEREAS, the IGA further provided that the City of Loveland (the “Managing Entity”) was responsible for the management of the Property; and

WHEREAS, the Owners have in previous years entered into a Dryland Farm Lease with Tenant; and

WHEREAS, the City of Loveland desires to enter into a new lease agreement with Tenant for dryland farming of the Property, which is attached hereto as **Exhibit A** and incorporated herein by reference.

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

Section 1. That the Dryland Farm Lease attached hereto and incorporated herein as **Exhibit A** is hereby approved.

Section 2. That the Mayor is hereby authorized and directed to enter into the Dryland Farm Lease, subject to such modifications in form or substance as the Mayor, in consultation with the City Attorney, may deem necessary to effectuate the purposes of this resolution or to protect the interests of the City.

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

ADOPTED _____ day of _____, 2011.

ATTEST:

CITY OF LOVELAND, COLORADO:

City Clerk

Cecil A. Gutierrez, Mayor

APPROVED AS TO FORM:

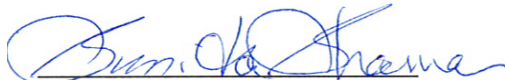

Assistant City Attorney

EXHIBIT A**DRYLAND FARM LEASE**

THIS LEASE is entered into this ___ day of _____, 2011, between City of Loveland, Colorado, the City of Fort Collins, Colorado (collectively referred to herein as "Owners") and Harry Sauer ("Tenant") whose address is 1503 West Shore Drive, Loveland, CO 80538.

WHEREAS, the City of Loveland and the City of Fort Collins ("Owners") own approximately 785 acres of land between Loveland and Fort Collins known as the Sauer Farm (the "Property"); and

WHEREAS, the Owners entered into an Intergovernmental Agreement ("IGA") dated March 22, 2000, regarding their joint ownership of the Property and related rights and responsibilities; and

WHEREAS, the IGA provided that the Owners would use their best efforts to negotiate a lease with Tenant for farming the Property; and

WHEREAS, the IGA further provided that the City of Loveland (the "Managing Entity") was responsible for the management of the Property; and

WHEREAS, the Owners have in previous years entered into a Dryland Farm Lease with Tenant; and

WHEREAS, the City of Loveland desires to enter into a new lease agreement with Tenant for dryland farming of the Property.

NOW THEREFORE, the parties agree as follows:

1. **Agricultural Crop Production.** Tenant agrees to use approximately 550 acres of a dryland farm, located in Sections 21 and 28 of, Township 6 North, Range 69 West, more particularly described on **Exhibit A** attached hereto and made a part hereof (the "Property"), for agricultural crop production only. Tenant agrees to use his best efforts to keep the land in a neat and clean condition, free of noxious weeds and otherwise in accordance with local dryland crop production customs, and free of trespassers and uses not allowed hereunder.

2. **Rent.** On or before December 31, 2011, Tenant shall pay the Managing Entity rent in the amount of Ten Dollars (\$10.00) per acre for the acreage planted into dryland wheat the previous fall.

3. **Term.** The Term of this Agreement shall be from the date first written above until July 31, 2012.

4. **Income and Expenses.** Tenant shall receive 100% of the crop and the Production

Flexibility payments from the Farm Service Agency. Tenant shall be solely responsible for any and all costs associated with crop production, insect control and perennial weed control.

5. **Hunting.** The Tenant shall not have the right to hunt, shall not allow others to hunt and shall not receive income from hunting on said Property.

6. **Termination.**

a. By Owners. If the notice of termination is provided to Tenant on or before July 31 of 2012, Tenant will not be entitled to any compensation. However, Tenant shall be entitled to plant into crop in the fall immediately following termination that portion of the Property prepared for planting (the "Final Crop") and shall have the right to harvest the Final Crop prior to July 31st of the following year, provided that Tenant continues his obligations hereunder until the Final Crop is harvested. Consistent with the provisions of Paragraph 2 above, Tenant shall pay cash rent in the amount of Ten Dollars (\$10.00) per acre for the acreage planted for the Final Crop. That portion of the Property not planted for the Final Crop, the "fallow ground", shall not be prepared for future planting.

b. By Tenant. Tenant shall have the right to cancel this Lease upon giving ninety (90) days prior written notice to the Managing Entity and, in this event, Tenant shall pay cash rent in the amount of Ten Dollars (\$10.00) per acre for any growing crop and Tenant's obligations hereunder shall continue and Tenant shall have the right to harvest that crop until July 31st of the following year. Tenant shall not be entitled to damages or reimbursement of any expenses associated with the summer fallow ground work. Owners may thereupon find another party to do summer fallow work.

7. **Default.** If any party shall willfully at any time fail, neglect, or refuse to carry out any substantial provision of this Lease, the other parties shall have the benefits of any proceedings provided by law.

8. **Assignment and Subletting.** Tenant shall not assign any portion of this Lease nor sublet any portion of the Property without the prior written approval of the Owners, which shall not be unreasonably withheld. This Lease shall bind all successors and any permitted assigns of the parties.

9. **Insurance.** Owners and Tenant shall each be responsible to maintain and pay for their own crop damage (optional) insurance. Tenant shall pay and maintain liability and workers compensation insurance in accordance with the requirements set forth on the attached **Exhibit B**.

10. **Indemnity.** Tenant shall indemnify and hold the Owners harmless from any and all liability, loss, expense, litigation, judgments, damages, claims and demands of any kind whatsoever in connection with, arising out of or by any reason of any injury to any person or persons or to property of any kind whatsoever and to whomever belonging or from any cause or causes whatsoever arising out of any activity performed by Tenant pursuant to this 2011 Lease or

on the Property.

11. **Release.** Tenant hereby releases the Owners from any claim for personal injury or property damage suffered by Tenant as a result of any activity occurring on the Property pursuant to this Lease.

12. **Notices.** Written notices required under this Agreement and all other correspondence between the parties shall be directed to the following and shall be deemed received when hand-delivered or three (3) days after being sent by certified mail, return receipt requested:

If to Owners:

City of Loveland: Natural Areas Manager
City of Loveland
500 E. Third Street
Loveland, Colorado 80537

City of Fort Collins: Natural Areas Program Manager
City of Fort Collins
281 N. College
P.O. Box 580
Fort Collins, Colorado 80522

If to Tenant:

Harry Sauer
1503 West Shore Drive
Loveland, Colorado 80538

IN WITNESS WHEREOF, the parties have executed this Dryland Farm Lease as of the date first written above.

TENANT

By: Harry E. Sauer
Harry Sauer

OWNERS:

CITY OF LOVELAND

ATTEST:

City Clerk

Cecil A. Gutierrez, Mayor

Approved as to Form:

Assistant City Attorney

CITY OF FORT COLLINS

ATTEST:

City Clerk

Karen Weitkunat, Mayor

Approved as to Form:

Assistant City Attorney

Exhibit "A" Legal Description

Legal Description of a parcel of land being portions of Sections 21 and 28, Township 6 North, Range 69 West of the 6th Principal Meridian, Larimer County, Colorado being more particularly described as follows:

Beginning at the Southwest Corner of said Section 28 and considering the West line of the Southwest Quarter of said Section 28 as bearing South 00°03'32" West and with all bearings contained herein relative thereto; thence along the South line of the Southwest Quarter of said Section 28 North 89°36'54" East 50.00 feet; thence departing said South line North 00°03'32" East 1013.51 feet; thence North 89°50'35" East 2626.58 feet to a point on the North-South centerline of said Section 28; thence along said North-South centerline North 00°05'42" West 1153.00 feet; thence departing said North-South centerline North 89°50'35" East 2674.10 feet to a point on the East line of the Southeast Quarter of said Section 28; thence along said East line North 00°14'02" West 529.32 feet to the East One Quarter Corner of said Section 28; thence along the East line of the Northeast Quarter of said Section 28; North 00°14'13" West 2651.15 feet to the Northeast Corner of said Section 28; thence along the East line of the Southeast Quarter of said Section 21 North 00°12'58" West 2626.00 feet to the East One Quarter Corner of said Section 21; thence along the East-West centerline of said Section 21 South 89°53'47" West 2660.74 feet to the center One Quarter Corner of said Section 21; thence continuing along said East-West centerline South 89°53'38" West 2708.47 feet to the West One Quarter Corner of said Section 21; thence along the West line of the Southwest Quarter of said Section 21 South 01°00'49" East 2636.00 feet to the Southwest Corner of said Section 21; thence along the West line of the Northwest Quarter of the Northwest Quarter of said Section 28 South 00°03'02" West 1335.90 feet to the Northwest Corner of the Southwest Quarter of the Northwest Quarter of said Section 28; thence along the West line of the Southwest Quarter of the Northwest Quarter of said Section 28 South 00°00'43" West 1335.51 feet to the West One Quarter Corner of said Section 28; thence along the West line of the Southwest Quarter of said Section 28 South 00°03'32" West 2670.98 feet to the POINT OF BEGINNING.

The above described tract of land contains 784.751 acres more or less and is subject to the right-of-way for Larimer County Road No. 19 and all other easements and rights-of-way of record.

H. E. S.
9/15/2011

Exhibit "B" Insurance Requirements

The Lessee, at its sole cost and expense, shall, during the term of this Lease, procure, pay for, and keep in full force and effect workers compensation insurance for each occurrence, for all of its employees to be engaged in work on the Leased Premises under this Lease.

The Lessee, at its sole cost and expense, shall, during the term of this Lease, procure, pay for, and keep in full force and effect a commercial general liability insurance policy in an amount not less than One Million Dollars (\$1,000,000) per occurrence with a Two Million Dollar (\$2,000,000) aggregate covering the Leased Premises and insuring the Lessee covering bodily injury, including death to persons, personal injury, and property damage liability arising out of a single occurrence. Such coverage shall include, without limitation, the insured's liability for property damage, bodily injuries, and death of persons in connection with the operation, maintenance, or use of the Leased Premises (including acts or omissions of the Lessee or of its officers, employees, or agents), liability arising out of lawsuits related to employment contracts of the Lessee, and protection against liability for non-owned and hired automobiles. Such coverage shall also include comprehensive automobile liability insurance and coverage for such other risks as shall customarily be required by private institutional mortgage lenders with regard to property similar in construction, location, and use as the Leased Premises under this Lease Agreement.

All policies of insurance carried by the Lessee shall name the Lessee as an insured and shall name the Lessor as an additional insured on the policy. The policy or policies shall contain a provision that the policy or policies cannot be canceled or materially altered either by the insured or the insurance company until fifteen (15) days prior written notice thereof is given to the Lessor. Upon issuance or renewal of any such insurance policy, the Lessee shall furnish a certified copy or duplicate original of such policy or renewal thereof with proof of premium payment to the City. Any such policy shall contain waivers of subrogation and waivers of any defense based on invalidity arising from any act or omission of any assignees or sub lessees of the Lessee.

Any insurance policy purchased by the Lessee must be written by an insurance carrier which has a current rating by Best's Insurance Reports of "A" (Excellent) or better and a financial rating of "X" or better or such equivalent classification as may hereinafter be required customarily for properties similarly situated and it must be approved by the Lessee and the insurance carrier must be authorized by law to do business in the State of Colorado. The Lessee shall not obtain any policy which, under the terms of the carrier's charter, by-laws, or policy, loss payments are contingent upon action by the carrier's board of directors, policy holders, or members. All insurance policies carried by the Lessee may be reviewed at least annually by the Lessor to ascertain that the coverage provided by such policy adequately covers those risks required by this Article VIII to be insured by the Lessee.

In case of the breach of any provision of this Article VIII, the Lessor, at its option, may take out and maintain, at the expense of the Lessee, such insurance as the Lessor may deem proper and may bill the costs for such insurance directly to the Lessee. When so billed, the Lessee shall reimburse the Lessor for the costs of such insurance within thirty (30) days of being billed.

H.E.S.
9/15/2011



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: 11

MEETING DATE: 10/4/2011

TO: City Council

FROM: Public Works Department

PRESENTERS: Keith Reester, Public Works Director, and David Klockeman, City Engineer

TITLE:

A Resolution of the City Council of the City of Loveland Expressing Support For the North I-25 Final Environmental Impact Statement

DESCRIPTION:

This is an administrative action to adopt a resolution expressing support for the Final EIS released by the Federal Highway Administration and the Colorado Department of Transportation to examine improvements to the I-25 corridor from Denver to Wellington in northern Colorado.

BUDGET IMPACT:

Yes No

SUMMARY:

The Colorado Department of Transportation (“CDOT”), in cooperation with the Federal Highway Administration, has released the Final North I-25 Environmental Impact Statement (“EIS”) document for review. The City of Loveland has been involved in the EIS process since it began in late 2003. The official review period is from August 19, 2011 to October 3, 2011. As part of this review period, CDOT is requesting that the City, as one of the participating local agencies, provide comments back to the Project Team.

The EIS projected growth and transportation-related needs to the year 2035. The EIS has gone through Scoping, the Development of Purpose and Need, the Development of Alternatives, the preparation of the Draft EIS, and the Public and Agency Review of the Draft EIS. The Final EIS was released on August 19, 2011.

The City Council discussed the Final EIS following a presentation from the Public Works Department at its September 6, 2011 meeting.

The Transportation Advisory Board reviewed the Final EIS at its September 12, 2011 meeting and voted in favor of sending a letter to the City Council expressing its support of the Final EIS and requesting that the City Council go on record as supporting the Final EIS. A copy of the Transportation Advisory Board's letter dated September 17, 2011 is attached.

LIST OF ATTACHMENTS:

1. Letter of Recommendation from the Transportation Advisory Board
2. Resolution.

RECOMMENDED CITY COUNCIL ACTION:

Adopt the Resolution.

REVIEWED BY CITY MANAGER:

**CITY OF LOVELAND
TRANSPORTATION ADVISORY BOARD**

September 17, 2011

Mayor Gutierrez and Members of Council,

At its September 2011 meeting, the Transportation Advisory Board heard a presentation by City Staff on the final draft of the I-25 Environmental Impact Statement (EIS). Based on this and earlier presentations on the subject, the TAB voted 3 for (and 1 abstained) to recommend that City Council support adoption of the EIS.

As City Council well knows, the Colorado Department of Transportation has taken over seven years and over \$20 million to complete this work. In doing so CDOT has had to balance widely varying interests and expectations for the growth of transportation in North Central Colorado. In order to accommodate all the various inputs, the final document projects development of road and transit options out all the way until 2075 – well beyond any current local or regional planning processes.

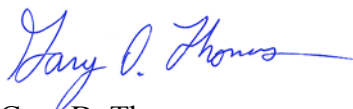
However, that said, the EIS does appear to cover all the likely possibilities and in doing so provides a documentary base from which the future growth of the transportation networks can be built. With this work in hand, as time and circumstance leads to various local or regional projects whether they are transit, rail or road, this initial study will save time and cost in designing and implementing those projects. And it will give all development interests a prediction of the future transportation networks.

The EIS also serves as a stark reminder that nothing comes for free and that funding for transportation needs, regardless of mode, will continue to be an overarching concern as the future plays out.

In light of all that, the majority of the Transportation Advisory Board does recommend that the City of Loveland go on record as supporting the current EIS version. The one abstention was based on distaste for the time and resources spent to develop just this one document. After seven years and \$20 million it is a point well made.

I would be glad to discuss this recommendation further at your convenience.

Best regards,



Gary D. Thomas
Chair
Transportation Advisory Board

RESOLUTION #R-60-2011**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LOVELAND EXPRESSING SUPPORT FOR THE NORTH I-25 FINAL ENVIRONMENTAL IMPACT STATEMENT**

WHEREAS, in late 2003, the Federal Highway Administration and the Colorado Department of Transportation initiated an Environmental Impact Statement (“EIS”) to examine improvements to the I-25 corridor from Denver to Wellington in northern Colorado; and

WHEREAS, the improvements are needed to provide modal alternatives, correct geometric deficiencies, improve safety, mobility, and accessibility, and replace aging and obsolete infrastructure; and

WHEREAS, the Final EIS identifies and evaluates impacts of multi-modal transportation improvements including three build alternatives and a No-Action Alternative, which provides a baseline for comparison; and

WHEREAS, the Preferred Alternative was developed based on public and agency comments on the Draft EIS and working with public agencies and elected officials through a collaborative decision making process; and

WHEREAS, the Preferred Alternative combines elements of the two build alternatives evaluated in the Draft EIS, and includes I-25 improvements (general purpose lanes, tolled express lanes, and interchange reconstruction), I-25 express bus, US 85 commuter bus, and commuter rail service; and

WHEREAS, the Preferred Alternative meets the project purpose and need and has public support; and

WHEREAS, the City of Loveland, as a participating local agency, has been involved in this process from the beginning and desires to express its support for the Final EIS.

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

Section 1. That the City Council of the City of Loveland hereby expresses its support for the North I-25 Final Environmental Impact Statement, a copy of which on file with the Loveland City Clerk’s Office and is available at www.coloradodot.info/projects/north-i-25-eis.

Section 2. That this Resolution shall take effect as of the date of its adoption.

ADOPTED this 4th day of October, 2011.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



Assistant City Attorney



CITY OF LOVELAND
FINANCE DEPARTMENT

Civic Center • 500 East Third • Loveland, Colorado 80537
(970) 962-2695 • FAX (970) 962-2900 • TDD (970) 962-2620

AGENDA ITEM: 12
MEETING DATE: 10/4/2011
TO: City Council
FROM: Renee Wheeler, Finance
PRESENTER: Renee Wheeler

TITLE:

A Resolution adopting a policy establishing minimum fund balances for various City of Loveland governmental and enterprise funds

DESCRIPTION:

This is an administrative item to adopt a policy to identify the minimum amount of unassigned fund balance, in a governmental fund, or working capital, in an Enterprise Fund, that should be maintained to ensure the City could respond to an unanticipated event that could adversely affect the financial condition. It targets retaining a minimum of 15% of expenditures in the fund balance in all operating funds.

BUDGET IMPACT:

Yes No

SUMMARY:

In the early 2000's the Citizen Finance Advisory Commission brought a policy forward to City Council to retain 6% of the General Fund revenue for an economic downturn. No policy was formally adopted; however, since that time the City has included that reserve in every General Fund financial master plan. There has never been a need to appropriate that reserve, even during the worst economic conditions since the Great Depression. This policy is intended to replace this reserve. Generally, policy indicates that 15% of expenditures should be retained in the unassigned fund balance.

Governments, like businesses and individuals, need some sort of financial "cushion" against the potential impact of unanticipated circumstances and events. Often this cushion takes the form of a fund balance policy that establishes a minimum level at which the fund balance is to be maintained. Governmental Accounting Standards Board (GASB) Statement No. 54 that the City

early implemented for the 2010 Comprehensive Annual Financial Report suggests that the City have a minimum fund balance policy. Finance staff accessed information available from the Governmental Finance Officers Association (GFOA). They issue *Best Practices* to provide governmental jurisdictions with guidance on sound financial management. These Best Practices, several articles on the topic, and several fund balance policies from other jurisdictions were provided to the Citizens Finance Advisory Commission with a draft of a City of Loveland policy. The Best Practices Guidance has been attached for background material. The policy has been revised based on the commission's feedback.

The policy includes a purpose statement, definitions, policy for minimum unassigned fund balance by fund type, utilization of minimum reserves, replenishment of reserves, and utilization of surplus reserves.

It is intended to be general enough to provide adequate guidance to protect the City without being so restrictive that it becomes a barrier to innovation for delivering quality service to its citizens.

The Citizen Finance Advisory Commission over the last three months has reviewed and revised this policy. They endorse it in its current form.

LIST OF ATTACHMENTS:

Draft Fund Balance Policy

RECOMMENDED CITY COUNCIL ACTION:

Approve the resolution adopting a policy establishing minimum fund balances for various City of Loveland governmental and enterprise funds.

REVIEWED BY CITY MANAGER:

RESOLUTION #R-61-2011

A RESOLUTION ADOPTING A POLICY ESTABLISHING MINIMUM FUND BALANCES FOR VARIOUS CITY OF LOVELAND GOVERNMENTAL AND ENTERPRISE FUNDS

WHEREAS, in the early 2000’s the Citizen Finance Advisory Commission recommended that the City retain 6% of the General Fund revenue for an economic downturn; and

WHEREAS, although no policy was formally adopted, the City has included a 6% reserve in every General Fund financial master plan since that time; and

WHEREAS, it has not been necessary to appropriate the 6% reserve, notwithstanding severe economic conditions; and

WHEREAS, the City Council desires to adopt a method of establishing appropriate minimum fund balances based on a percentage of expenditures consistent with best practices in the governmental financial management industry for the City’s various governmental and enterprise funds to protect against unanticipated events that may adversely affect the financial condition of the City and jeopardize the continuation of necessary public services.

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

Section 1. That the Fund Balance Policy attached hereto as Exhibit A and incorporated herein by this reference, is hereby approved and adopted, to be implemented with the 2012 Budget and continuing thereafter for each subsequent budget year.

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

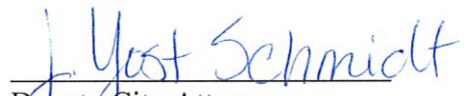
ADOPTED this 4th day of October, 2011.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



Deputy City Attorney

Fund Balance Policy | 2011

1.0 PURPOSE

To establish a fund balance/working capital policy tailored to the needs of the City to ensure against unanticipated events that would adversely affect the financial condition of the City and jeopardize the continuation of necessary public services. This policy will ensure the City maintains adequate fund balance/working capital and reserves in the City’s various operating funds to provide the capacity to: (1) provide sufficient cash flow for daily financial needs, (2) secure and maintain bond ratings, (3) offset significant economic downturns or revenue shortfalls, (4) provide funds for unforeseen expenditures related to emergencies, and (5) allow for the ability to respond to extraordinary opportunities with a community-wide impact.

There are several factors for consideration when establishing an appropriate fund balance including: significant volatility in operating revenues or expenditures, potential drain on resources from other funds facing financial difficulties, exposure to natural disasters, reliance on a taxpayer/ratepayer or a group of taxpayers/rate payers in the same industry, rapidly growing budgets, or disparities in timing between revenue collections and expenditures.

2.0 DEFINITIONS

Fund Balance is the difference between assets and liabilities reported in a governmental fund. There are several components of Fund Balance as reflected in the table below.

Components of Fund Balance	Examples of City of Loveland Reserves in each component
<p>Non-spendable fund balance (by form or legal limitation)</p> <ul style="list-style-type: none"> • Portion of net resources that cannot be spent because of their form (i.e., items that won’t convert to cash = prepaid expenses or inventories) • Portion of net resources that cannot be spent because they must be maintained intact pursuant to legal or contractual requirements (i.e., principal of an endowment fund or capital of a revolving fund) 	<ul style="list-style-type: none"> • Fuel and parts inventories • Long term portion of the inter-fund loan for 402 land purchase • Payments made to the City for the Cemetery perpetual care
<p>Restricted fund balance (external enforceable limitations on use)</p> <ul style="list-style-type: none"> • Limitations imposed by creditors, grantors, contributors, or laws and regulations of other governments • Limitations imposed by law through constitutional provisions or enabling legislation 	<ul style="list-style-type: none"> • Capital Expansion Fees • Conservation Trust • Community Development Block Grant • Larimer County Open Space taxes • Tabor 3% Emergency Reserve • Lodging tax (Conventions & Tourism)

Fund Balance Policy | 2011

<p>Unrestricted Fund Balance has three components: Committed, Assigned and Unassigned (they are classified as unrestricted because the city can change them using ordinance or policy).</p>	
<p>Committed fund balance (self-imposed limitations by ordinance)</p> <ul style="list-style-type: none"> • Limitation imposed at the highest level of decision making that requires formal action at the same level to remove 	<ul style="list-style-type: none"> • Council Reserve • Art in Public Places • Affordable Housing • Proctor and Gamble Stock value
<p>Assigned fund balance (limitation resulting from intended use)</p> <ul style="list-style-type: none"> • Intended use established by the highest level of decision-making • Intended use established by a body designated for that purpose • Intended use established by official designed for that purpose 	<ul style="list-style-type: none"> • Equipment replacement • Council Contingency • Unfunded liability Contingency (the accrued benefits when employees leave employment that cannot be absorbed with vacancy savings) • Donations designated for a specific purpose
<p>Unassigned fund balance (residual net resources)</p> <ul style="list-style-type: none"> • Total fund balance in the general fund in excess of non-spendable, restricted, committed, and assigned fund balance (i.e., surplus) • Excess of non-spendable, restricted, and committed fund balance over the total fund balance (i.e., deficit) 	

Working Capital is current assets minus current liabilities. Working capital is used for all Proprietary Funds as the standard similar to unassigned fund balance because it represents the amount available for appropriation.

3.0 POLICY

The City will establish and maintain reservations of Fund Balance/Working Capital in each of the various governmental and proprietary funds in the City. For the purpose of initially establishing the balance and maintaining it hereafter, the City shall retain the minimum requirement for each fund. Additional funds will be retained in the Unassigned Fund Balance or Working Capital to the extent available to reach target levels.

4.0 FUND BALANCE GOALS

A. General Fund – The General Fund is used to account for and report all financial resources not accounted for and reported in another fund. In the General Fund, there shall be minimum, unassigned fund balance maintained equivalent to the greater of fifteen (15) percent of the current fiscal year expenditures or two months of fiscal year expenditures budgeted for the fund. For the purposes of this calculation, the expenditures shall be the budget as originally adopted by ordinance in the fiscal year. The TABOR (Tax Payer Bill Of Rights, State Constitutional Amendment) required 3% emergency reserve shall apply to the target. This reserve shall be in addition to all other

required reserves.

B. Special Revenue Funds – Special Revenue Funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specified purposes other than debt service or capital projects. No specific reserve requirement is established for the special revenue funds. However, at a minimum, the fiscal year end assigned fund balance and estimated revenues for the ensuing fiscal year must be sufficient to meet all fund commitments. (Technically Capital Expansion Fees Funds and System Impact Fee Funds, even though we tactically consider them capital funds, are classified as Special Revenue Funds.)

C. Debt Service Funds – Debt service funds are typically subjected to the creation of very specific reserve amounts as part of the ordinance or resolution which authorizes the issuance of bonds. This policy does not create any specific reservation of Fund Balance within any Debt Service Fund. The reserve requirement for any outstanding bond issue will be consistent with the ordinance or resolution authorizing the issuance of the bonds.

D. Capital Project Funds – The Capital Project Funds are created to account for resources designated to construct or acquire assets and major improvements. These projects may extend beyond a single fiscal year. No specific reserve requirement is established for the capital projects funds. However, at a minimum, the fiscal year end assigned fund balance and estimated revenues for the ensuing fiscal year must be sufficient to meet all outstanding fund encumbrances.

E. Enterprise Funds - For each enterprise fund there shall be a reservation of working capital equal to the lesser of 15% of operating expenditures or 60 days of working capital. For the purposes of this calculation, the current fiscal year budget shall be the budget as originally adopted by ordinance for the year. This reserve shall be in addition to all other required reservations of working capital including, but not limited to, amounts reserved for debt service and amounts reserved for renewal or replacement of long term assets.

F. Internal Service Funds – In each Internal Service Fund there shall be created a reservation of working capital in an amount necessary to ensure the unassigned working capital as of the end of each fiscal year is greater than or equal to zero. This reserve shall be in addition to all other reservations for working capital, including but not limited to the amounts reserved for claims incurred but not paid as determined by an actuary. In any fiscal year when it is projected that the actual amount of unreserved working capital will be less than or equal to zero at year end, it will be necessary to either increase the rates charged or reduce expenses or both.

G. Fleet Fund – In the Fleet Replacement Fund, funding is provided in an amount to fund the replacement of fleet assets at a level consistent with a depreciation based methodology based on an assessment conducted by the Fleet Review Committee. Funding shall be designed to maintain 12% of the current fleet replacement value and the condition of assets at a desirable service level without shifting the costs disproportionately to future taxpayers.

5.0 MINIMUM RESERVE REQUIREMENTS

In the event that funds are not available to initially establish minimum required balances, the unassigned fund balance target shall be achieved by adding an assigned amount to the budget to cover the deficiency over a period not to exceed five (5) fiscal years.

6.0 UTILIZATION OF MINIMUM RESERVES

Appropriation from the minimum unassigned fund balance shall require the approval of the City Council by ordinance and shall be only for one-time expenditures, (including but not limited to: capital purchases, economic development contributions or investments, non-recurring grant match, environmental mitigation, emergency provisions for a natural disaster response) and not for on-going expenditures unless a viable revenue plan designed to sustain the expenditure is simultaneously adopted.

7.0 REPLENISHMENT OF MINIMUM RESERVE DEFICITS

If it is anticipated at the completion of any fiscal year that the projected or estimated amount of unassigned fund balance will be less than the minimum requirement, then the City Manager shall prepare and submit in conjunction with the proposed budget a plan for the expenditure or expense reductions and/or revenue increases necessary to restore the minimum requirements in the subsequent budget year or other appropriate period as required in Section 5: Minimum Reserve Requirements. If any portion of the TABOR Emergency Reserve is used, it would have to be replenished according to the provisions of the State Constitutional Amendment within one year.

8.0 UTILIZATION OF SURPLUS RESERVES

In the event that the unassigned fund balance exceeds the minimum requirements, the excess may be utilized for any lawful purpose approved by City Council. The first priority will be given to utilizing the excess within the fund in which it was generated. In order to minimize the long term effect of such use, the excess shall be appropriated to fund one time expenditures or expenses which do not result in recurring operating costs or other one-time costs including the establishment of or increase in legitimate reservations or assignments of fund balance or working capital (including but not limited to: capital purchases, economic development contributions or investments, non-recurring grant match, environmental mitigation, emergency provisions for a natural disaster response) and not for on-going expenditures unless a viable revenue or expenditure reduction plan designed to sustain the expenditure is simultaneously adopted.



CITY OF LOVELAND
BUDGET OFFICE

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

AGENDA ITEM: 13
MEETING DATE: 10/4/2011
TO: City Council
FROM: Renee Wheeler, Finance Department
PRESENTER: John Hartman, Budget Officer

TITLE:

A Public Hearing and adoption of the ordinances and implementing items to approve and implement the 2012 Budget.

DESCRIPTION:

This is an administrative action to adopt the fee resolutions and ordinances, except for the mill levy ordinance, to approve the 2012 Budget on First Reading. The adoption of the 2011 mill levy is a legislative action. Included are all the Fee Resolutions and Ordinances necessary to adopt and implement the 2012 Budget.

BUDGET IMPACT:

Yes No

These items establish the budget for the City of Loveland, Colorado in 2012 and implement fees and rates to meet the revenue projections in the budget.

SUMMARY:

The total Net City Budget for January 1 to December 31, 2012 of \$178.9 million is nearly flat compared to the 2011 Net Adopted Budget of \$178.3 million, with a slight increase of 0.4%. While revenues have begun to recover from the lows of 2009, the Budget reflects an effort to maintain tight control of expenses. The General Fund budget for 2012 at \$63.5 million is reduced from the 2011 Adopted Budget of \$64.2 million by 1.0%.

The 2011 Revised Budget numbers in the material represent supplemental budget appropriations through June, 2011, and the percentage change is a comparison to the 2011 Adopted Budget. Staff believes this is the most accurate assessment of the change in the

budget, since it is not affected by one-time grants that have occurred during the year or incomplete capital projects balances rolled forward.

Current Environment

There are signs that the northern Colorado regional economic picture is improving, even as the national economy shows signs of continued weakness and the possibility of a “double dip” recession. These muddled national economic prospects lead us into an attitude of continued vigilance and caution.

Loveland’s unemployment rate remains well below the national average, and has been trending downward in 2011. Job creation in Loveland has recovered somewhat in 2011, though not enough to generate real optimism of continuance. Retail sales tax revenues for 2011 are exceeding 2010, but use taxes (driven by construction activity) remain very low.

The economic recovery continues to be slow, but improving as demonstrated by the following:

- Sales tax collections through August are 5.9% higher than collections in 2010 through the same time period;
- Building projects remains severely constrained.
- The employment based on July figures has grown by 381 jobs from the same period the previous year.
- Property values have been reduced 4.5% from 2010 values.
- General Fund Revenues are above expenditures by \$1.15 million or 1.8%.

Based on the work done in the Financial Sustainability effort, the current projections indicate the ten year financial plan is balanced, with operating revenue exceeding operating expense in all but one year in the plan. It is important to continue to maintain fund balance reserves for the flexibility to respond to volatile economic conditions and invest in business opportunities that will create sustainable future revenue sources. To maintain those balances, strategic service level decisions will need to be made to continue to balance revenues and expenditures annually. If all the proposals included in the 2012 Budget are accepted by Council for the General Fund, revenue available for operations and capital exceeds expenses, but by a narrow margin. If further unforeseen shocks to the economic environment occur, this picture could change significantly.

Priorities for Developing the 2012 Budget

The 2012 budget was developed based on ensuring that the projected resources exceed the projected expenditures for that year. It was important to evaluate opportunities to generate additional revenue, evaluate reserve contributions, evaluate health care costs, retain the best and brightest employees, be realistic with the cost to provide basic services and maintain the City’s legal commitments. The following paragraphs outline the changes that are included in the proposed budget.

Revenues

Revenue projections set the parameters for the budget and are based on the following assumptions:

- Property tax revenue is projected to be lower than 2011 by 4.5%.
- The base sales tax is projected to increase 3.0% over the projected 2011 collections.
- A slight increase in residential construction is projected, with commercial and multifamily projects staying flat to 2011;
- The transportation fee is increased 10% so that it is generating 60% of the street rehabilitation program cost, up from 50% of that program cost in 2011. This frees up General Fund revenue to be used for street maintenance operations.
- Water rates are increased 6.0%, 1% for raw water reservoir project and 4.0% for treatment plant and distribution system capital improvements and 1.0% for the increase in PILT payments.
- Power rates are increased 5.6% to cover the increase in the wholesale rate from Platte River Power Authority and PILT payments increases.
- Interest is calculated at 1.7% of the beginning fund balance.

Expenses

Since the Study Session there have been the following changes:

- The funding source for the carrying costs for the ACE campus has been changed from using fund balance to using the Council Incentive Fund. This reduces the appropriation for the incentive fund to just over \$5,000, however it is anticipated that a significant amount of the 2011 appropriation will be unused and be reappropriated.
- The Food Sales tax rebate program had been reduced by \$10,000. Due to the amount of usage we are currently experiencing the reduction has been restored and \$5,000 added to meet the projected need.
- The Legislative budget has been reduced by \$20,000 by reducing the budget for travel, to meet the Council goals for a reduction to their budget as part of the Sustainability process.
- The contribution to the Fire Authority has been reduced by approximately \$300,000, based on the final calculation of the cost split between the Rural District and the City on the agreed 82% City, 18% Rural that was agreed to in establishing the Authority.

Details on the General Fund expenses increases are below.

- No base or core budget inflationary increases;
- The employee merit pool is set at 2.0%;
- Continue to manage health claims costs through the new employee health clinic. The opening of the clinic is projected to reduce the inflation in claims costs by more than the cost of the clinic by the third year of operation. This will provide savings to the City in the amount of the claims paid and savings to the employees in deductibles on office visits. The projected first year cost for setup and operation of the clinic is \$448,420. By reducing the inflation trend in claims costs, staff projects there will be claims savings of

\$1.6 million for the five year period 2011-2015. Most of the savings occur in the last two years as the employees become more familiar and more confident in the clinic.

- The Street Rehabilitation Program is restored to full funding after two years of \$600,000 reductions;
- Funding to operate the new Rialto bridge project anticipated to come on-line in early 2012. Revenues from the operations and from a contract to provide facility maintenance in the private areas result in no net new expense.
- \$244,490 for four months carrying costs at the ACE Campus funded from the Incentive fund;
- \$100,000 increase in funding for major facility maintenance projects;
- \$80,000 for a new position and a summer intern in the Finance Department;
- \$40,000 to repair leaks in the Winona Pool, which is losing water;
- \$28,000 for additional Library books and materials;
- \$25,000 for an email archiving system;
- \$25,000 to expand the number of cameras and the data retrieval system for police interviews;
- \$25,000 to increase and administrative position in Development services to full time;
- \$18,750 to fund a Code Administrator position through the summer months;
- \$17,500 for additional cameras to monitor activity at North Lake Park;
- \$15,000 to resume a program for security upgrades to city buildings;
- \$8,260 for lead removal at the police gun range; and
- \$7,800 for building maintenance for city owned buildings downtown.

Major Capital Projects for 2012 include:

- \$8.55 million for the first phase of development at Mehaffey Park;
- \$1,100,000 for the Rialto Bridge project funded from the Council Reserve;
- \$164,460 for Recreation Trail expansion funded by Lottery funds;
- \$2.8 million for Open Space acquisitions funded by Open Space sales tax revenue and Open Space CEF fees;
- \$600,000 for major facility maintenance projects, funded by General Fund revenues;
- \$2.37 million for the Transportation Program, funded by Street CEF fees and General Fund TABOR reserves;
- 3.6 for the Street Rehabilitation Program funded by HUTF revenue passed through from the State and the Transportation fee;
- \$515,000 for the replacement of Fire Apparatus;
- \$284,000 to compete the replace of the emergency dispatch consoles;
- \$21.9 million over three years ending in 2014 for the engineering and construction of the 8,400 acre feet Chimney Hollow Reservoir;
- \$671,000 in Water transmission and distribution projects;
- \$663,600 in Water Filter Plant improvements;
- \$2.6 million in Water line replacements over five years
- \$1.0 million in Wastewater line rehabilitation projects;
- \$5.7 million in Wastewater Treatment Plant improvements;

- \$750,000 to complete the Washington Outfall Storm Water replacement project;
- \$6.6 million in Power System improvements over five years; and
- \$2.6 million in 2012 to complete ties between substations to protect against outages;

Beyond 2012

The Financial Master Plan has revenues exceeding expenses in nearly every year. The Plan incorporates the projected operating impacts associated with the Capital Program.

An addition to the Financial Plan from the study session is the operating costs associated the expansion of Fire Station 6 in 2013 and Fire Station 2 in 2015. The Fire Strategic Plan identifies other service enhancements that are not included in the Financial Plan. While the Financial Plan has sufficient revenues to include the entire strategic plan for Fire services, doing so would limit the expansion of other services provided by the General Fund. These are future year policy decisions that should be made deliberately within an organizational context.

Mill Levy

The 2011 General Fund mill levy will remain at the same amount as 2010 at 9.564. The 2011 Mill Levy combined with the assessed property value determines the amount of property tax revenue. 2011 Property Taxes are due and payable in 2012 and are used to fund a portion of the 2012 General Fund budget.

Staff believes it is presenting a conservative budget that maintains the services currently provided, while also maintaining our financial stability. Reserves in the operating funds meet the proposed fund balance policy that would require 15% of operating fund expenditures for the purposes of meeting unforeseen contingencies that may occur, and to provide the City with a bridge if other economic challenges adversely affect our ability to deliver services.

LIST OF ATTACHMENTS:

1. Revised Total Budget.
2. General Fund Financial Master Plan.
3. Attachment 1- City of Loveland, Colorado; Proposed Fee Changes for 2012, by Department.
4. A Resolution adopting the 2012 Schedule of Rates, Charges and Fees for City Services, other than fees imposed for services of the Water and Power Department and Storm Water Enterprise, and superseding all prior Resolutions establishing such rates, charges and fees, effective January 1, 2012.
5. A Resolution on First Reading adopting the 2012 Schedule of Rates, Charges and Fees for services provided by the Storm Water Enterprise of the City of Loveland, Colorado and superseding all prior resolutions establishing such rates, charges, and fees.
6. Attachment 2 - Memo from the Water & Power Department - Staff Report on 2012 Rates, Charges and Fees for the Water and Power Utilities and the proposed ordinance

amending Loveland Municipal Code at Section 13.08.100 concerning sewer rental charges in strike-out form.

7. A Resolution on First Reading adopting the 2012 Schedule of Rates, Charges and Fees for services provided by the Water & Power Department of the City of Loveland and superseding all prior resolutions establishing such rates, charges and fees.
8. An Ordinance on First Reading adopting the mill levy for the General Fund of the City of Loveland, Colorado.
9. An Ordinance on First Reading adopting a pay plan for city employees, and superseding all prior ordinances adopting such a pay plan.
10. An Ordinance on First Reading adopting the 2012 budget for the City of Loveland, Colorado.
11. An Ordinance on First Reading making an appropriation for the fiscal year beginning January 1, 2012 and ending December 31, 2012 for the City of Loveland, Colorado.
12. Staff Report and An Ordinance on First Reading amending Section 3.08020 of the Loveland Municipal Code regarding placement of General Fund tax revenues in a reserve account.
13. Staff Report and An Ordinance on First Reading suspending annual increases in Capital Expansion Fees pursuant to Loveland Municipal Code Section 16.38.110 for 2012.
14. Responses to September 13, 2011 Budget Study Session questions.

RECOMMENDED CITY COUNCIL ACTION:

1. Conduct a Public Hearing.
2. Approval of the Resolution setting the 2012 Schedule of Rates, Charges and Fees for the City of Loveland, other than those provided by the Water & Power Department.
3. Approval of the Resolution on First Reading setting the 2012 Rates, Charges and Fees for the Storm Water Enterprise.
4. Approval of the Resolution on First Reading setting the 2012 rates, Charges and Fees for the Water & Power Department.
5. Approval of An Ordinance adopting the 2011 Mill Levy for the General Fund of the City of Loveland, Colorado
6. Approval of An Ordinance adopting pay plan for City employees, and superseding all prior ordinances adopting such a pay plan
7. Approval of An Ordinance adopting the 2012 Budget for the City of Loveland, Colorado
8. Approval of An Ordinance making an appropriation for the fiscal year beginning January 1, 2012 and ending December 31, 2012 for the City of Loveland, Colorado
9. Approval of An Ordinance amending Section 3.08.020 of the Loveland Municipal Code regarding placement of General Fund tax revenues in a reserve account
10. Consideration of Staff's recommendation to take no action and, pursuant to the provisions of the Municipal Code Section 16.38.110 as reinstated on July 1, 2011 with Ordinance #5593, the inflationary increases will continue as of January 1, 2012

REVIEWED BY CITY MANAGER:

Total City Budget

The 2012 budget is balanced in accordance with the City Charter, which requires appropriations to be within available resources or show surplus. This budget is in compliance with the provisions of Colorado's TABOR restrictions, and existing service levels are maintained.

The total City budget as shown below is the combined budgets of all parts of the organization except for the Fiduciary Funds and the Other Entities. The table below shows the gross City budget, as well as the net City budget, which excludes transfers, and represents projected actual expenditures.

Total Budget

	'10 Actual	'11 Adopted Budget	'11 Revised Budget as of June	'12 Budget	'12 Budget / '11 Adopted Change
REVENUE					
Beginning Balance	\$173,485,848	\$145,132,790	\$171,419,660	\$133,753,730	
Taxes	45,632,723	44,466,780	44,966,770	46,331,520	4.2%
Intergovernmental	13,844,831	8,591,400	12,180,790	7,933,110	(7.7%)
Impact Fees	7,452,744	8,196,720	8,196,720	6,267,330	(23.5%)
Charges for Service	32,270,882	32,665,980	32,683,860	33,383,280	2.2%
Interest	1,807,164	3,084,020	3,084,020	2,605,910	(15.5%)
Other	6,360,216	5,044,420	7,385,320	6,154,610	22.0%
Utility Charges	60,799,755	62,979,640	62,979,530	65,941,590	4.7%
Utility Other	2,016,237	2,142,200	2,140,700	2,100,000	(2.0%)
Total Net Revenue	\$170,184,552	\$167,171,160	\$173,617,710	\$170,717,350	2.1%
Transfers	\$19,251,077	\$8,967,690	\$22,922,670	\$17,668,170	97.0%
Total Revenue	\$189,435,629	\$176,138,850	\$196,540,380	\$188,385,520	7.0%
Total Resources	\$362,921,477	\$321,271,640	\$367,960,040	\$322,139,250	0.3%
EXPENSE					
General Fund	63,403,954	64,179,020	69,074,640	63,537,380	(1.0%)
Enterprise Funds	76,246,930	90,845,380	102,255,110	83,336,960	(8.3%)
Internal Service Funds	15,322,190	17,000,460	18,173,810	17,439,420	2.6%
Special Revenue Funds	36,528,743	15,219,640	44,702,750	32,287,350	112.1%
Total Expense	\$191,501,817	\$187,244,500	\$234,206,310	\$196,601,110	5.0%
Less Transfers	\$19,251,077	\$8,967,690	\$22,922,670	\$17,668,170	97.0%
Total Net Expense	\$172,250,740	\$178,276,810	\$211,283,640	\$178,932,940	0.4%
Ending Balance	\$171,419,660	\$134,027,140	\$133,753,730	\$125,538,140	

Finance Master Plan - Recommended

	2010 Actual (1)	2011 Adopted (2)	2011 Projected (3)	2012 Projected (4)	2013 Projected (5)	2014 Projected (6)	2015 Projected (7)	2016 Projected (8)	2017 Projected (9)	2018 Projected (10)	2019 Projected (11)	2020 Projected (12)	2021 Projected (13)
Beginning Fund Balance	27,834,919	22,389,510	29,163,270	\$23,949,940	\$25,107,410	\$26,017,500	\$26,775,430	\$26,774,080	\$24,968,550	\$25,317,360	\$27,584,440	\$31,042,010	\$35,360,440
REVENUES													
Property Tax	7,738,641	7,713,860	7,713,860	7,428,900	7,428,900	7,726,060	8,174,170	8,648,270	9,149,870	9,680,560	10,242,030	10,836,070	10,836,070
Current Sales Tax Base	30,462,193	30,315,800	30,315,800	32,868,020	34,182,740	35,550,050	36,972,050	38,450,930	39,988,970	41,588,530	43,252,070	44,982,150	46,781,440
Use Tax	3,643,605	3,801,120	3,801,120	3,000,000	3,018,000	3,099,490	3,158,380	3,221,550	3,289,200	3,358,270	3,425,100	3,494,630	3,564,520
Other Taxes	3,272,755	2,636,000	2,636,000	2,484,600	2,559,140	2,635,910	2,714,990	2,796,440	2,880,330	2,966,740	3,055,740	3,147,410	3,241,830
Intergovernmental	6,173,329	6,267,300	6,649,270	5,177,080	5,306,510	5,439,170	5,575,150	5,714,530	5,857,390	6,003,820	6,153,920	6,307,770	6,465,460
Licenses & Permits	1,631,549	1,069,800	1,083,680	1,073,180	1,105,380	1,138,540	1,172,700	1,207,880	1,244,120	1,281,440	1,319,880	1,359,480	1,400,260
User Fees	3,023,739	3,533,480	3,533,480	3,542,800	3,789,520	3,922,150	4,059,430	4,201,510	4,348,560	4,500,760	4,658,290	4,821,330	4,990,080
Fines & Forfeits	1,060,320	962,400	962,400	1,005,280	1,010,310	1,015,360	1,020,440	1,025,540	1,030,670	1,035,820	1,041,000	1,046,210	1,051,440
Interest	311,176	447,790	447,790	405,050	477,040	676,460	830,040	883,540	923,840	1,088,650	1,268,880	1,458,970	1,697,300
Others	1,324,384	346,380	389,680	606,450	627,680	949,650	682,890	706,790	731,530	757,130	783,630	811,060	839,450
Internal Service Transfers	2,074,840	2,059,840	2,129,840	2,062,020	2,134,190	2,208,890	2,286,200	2,366,220	2,449,040	2,534,760	2,623,480	2,715,300	2,810,340
PILT	4,015,774	4,195,390	4,195,390	5,041,470	5,309,920	5,432,870	5,560,620	5,698,140	5,845,490	6,003,230	6,170,470	6,348,220	6,536,100
Transfer from Lodging Tax	-	-	3,000	-	-	-	-	-	-	-	-	-	-
TOTAL REVENUES	\$ 64,732,305	\$ 63,349,160	\$ 63,861,310	\$ 64,694,850	\$ 66,949,330	\$ 69,794,600	\$ 72,207,060	\$ 74,921,340	\$ 77,739,010	\$ 80,799,710	\$ 83,994,490	\$ 87,328,600	\$ 90,214,290
TOTAL REVENUES & SOURCES	\$ 92,567,224	\$ 85,738,670	\$ 93,024,580	\$ 88,644,790	\$ 92,056,740	\$ 95,812,100	\$ 98,982,490	\$ 101,695,420	\$ 102,707,560	\$ 106,117,070	\$ 111,578,930	\$ 118,370,610	\$ 125,574,730
EXPENDITURES													
Legislative	106,423	125,880	125,880	126,200	126,200	126,200	126,200	126,200	126,200	126,200	126,200	126,200	126,200
Executive & Legal	1,804,015	1,791,980	1,833,520	1,864,480	1,929,740	1,997,280	2,067,180	2,139,530	2,214,410	2,291,910	2,372,130	2,455,150	2,541,080
Economic Development	492,384	837,480	698,280	635,500	657,740	554,240	573,640	593,720	614,500	636,010	658,270	681,310	705,160
Cultural Services	1,133,935	1,125,890	1,169,500	1,151,810	1,175,980	1,217,140	1,622,540	1,679,330	1,738,110	1,798,940	1,861,900	1,927,070	1,994,520
Development Services	3,186,332	2,689,870	3,606,430	2,637,310	2,729,620	2,825,160	2,924,040	3,026,380	3,132,300	3,241,930	3,355,400	3,472,840	3,594,390
Finance	2,163,129	2,368,140	2,463,140	2,413,690	2,498,170	2,585,610	2,676,110	2,769,770	2,866,710	2,967,040	3,070,890	3,178,370	3,289,610
Fire & Rescue	7,500,323	7,646,300	7,840,230	-	-	-	-	-	-	-	-	-	-
Human Resources	865,256	1,004,320	1,027,810	926,550	958,980	992,540	1,027,280	1,063,230	1,100,440	1,138,960	1,178,820	1,220,080	1,262,780
Information Technology	2,430,046	2,521,020	2,838,350	2,596,880	2,687,770	2,781,840	2,879,200	2,979,970	3,084,270	3,192,220	3,303,950	3,419,590	3,539,280
Library	2,220,097	2,265,980	2,353,220	2,330,860	2,412,440	2,496,880	2,584,270	2,674,720	2,768,340	2,865,230	2,965,510	3,069,300	3,176,730
Parks & Recreation	6,636,162	7,216,700	7,303,670	7,361,390	7,562,530	7,827,220	8,101,170	8,508,290	8,806,080	9,178,290	9,499,530	9,832,010	10,243,020
Police	15,419,177	15,989,400	16,545,770	15,665,020	16,178,870	16,745,130	17,701,380	18,320,930	18,962,160	19,625,840	20,312,740	21,023,690	21,759,520
Public Works	10,354,193	10,801,360	11,268,140	11,525,310	11,675,680	12,084,330	12,877,450	13,328,160	13,794,650	14,277,460	14,777,170	15,294,370	15,829,670
Non-Departmental	718,683	533,980	925,590	740,240	766,150	792,970	820,720	849,450	879,180	909,950	941,800	974,760	1,008,880
Transfers	680,887	205,100	297,840	105,100	108,780	112,590	116,530	120,610	124,830	129,200	133,720	138,400	143,240
Business Incentive Program	22,275	350,000	986,590	5,510	250,000	350,000	350,000	350,000	350,000	350,000	350,000	350,000	350,000
City Contribution to Fire Authority	-	-	-	6,108,500	7,350,860	7,608,140	8,682,940	8,986,840	9,301,380	9,626,930	9,963,870	10,312,610	10,673,550
Furlough Inflated Out	-	-	-	-	-	-	-	-	-	-	-	-	-
Supplemental Funds Available Inflated Out	-	-	-	-	-	-	-	-	-	-	-	-	-
Supplemental Funds Available	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 55,733,317	\$ 57,473,400	\$ 61,283,960	\$ 56,194,350	\$ 59,069,510	\$ 61,097,270	\$ 65,130,650	\$ 67,517,130	\$ 69,863,560	\$ 72,356,110	\$ 74,871,900	\$ 77,475,750	\$ 80,237,630
NET OPERATING REVENUES (LOSS)	\$ 8,998,988	\$ 5,875,760	\$ 2,577,350	\$ 8,500,500	\$ 7,879,820	\$ 8,697,330	\$ 7,076,410	\$ 7,404,210	\$ 7,875,450	\$ 8,443,600	\$ 9,122,590	\$ 9,852,850	\$ 9,976,660

Finance Master Plan - Recommended

	2010 Actual	2011 Adopted	2011 Projected	2012 Projected	2013 Projected	2014 Projected	2015 Projected	2016 Projected	2017 Projected	2018 Projected	2019 Projected	2020 Projected	2021 Projected
CAPITAL													
Net Capital Expense	2,774,519	3,386,440	3,814,690	4,226,650	3,282,950	4,546,750	3,568,160	4,306,680	3,190,180	2,240,880	2,293,110	2,346,890	3,167,370
Street Construction Projects	1,908,960	749,780	1,374,090	788,720	430,360	394,100	359,000	389,000	363,000	351,000	389,000	373,000	322,730
Payment to Wastewater for Dev. Incentives	-	-	-	-	-	-	-	-	-	-	-	-	-
Olsen Annexation	-	-	-	-	-	-	-	442,000	-	-	-	-	-
School District Pool Contribution	604,106	-	-	-	-	-	-	-	-	-	-	-	-
Internal Loan Repayment	179,935	191,750	191,750	191,750	957,150	1,025,610	1,064,950	1,085,070	1,116,850	-	-	-	-
Equipment Replacement	2,203,117	2,377,650	2,410,150	2,135,910	2,299,270	1,972,940	2,085,650	2,986,990	2,856,610	3,584,640	2,982,910	2,814,530	2,833,101
Executive & Legal	-	1,750	1,750	-	-	5,000	5,000	5,180	5,360	5,550	5,740	5,940	6,150
Finance	-	-	-	-	-	-	-	-	-	-	-	-	-
Development Services	-	-	-	-	-	-	-	-	-	-	-	-	-
Police	288,056	208,710	208,710	350,040	245,950	323,910	432,340	339,960	320,690	331,910	343,530	355,550	367,990
Fire & Rescue	64,792	191,430	191,430	-	-	-	-	-	-	-	-	-	-
Information Technology	501,164	516,120	516,120	624,990	682,620	609,510	611,610	613,880	613,880	613,880	613,880	613,880	613,880
Library	174,089	29,900	29,900	6,600	13,000	24,000	8,000	585,410	585,410	585,410	585,410	585,410	585,410
Parks & Recreation	915,625	1,293,340	1,325,840	1,057,680	1,214,100	869,020	950,000	1,265,260	1,148,810	1,860,090	1,241,030	1,054,710	1,054,711
Cultural Services	-	28,000	28,000	20,000	18,000	26,000	18,000	30,000	30,000	30,000	30,000	30,000	30,000
Public Works	259,391	108,400	108,400	76,600	125,600	115,500	60,700	147,300	152,460	157,800	163,320	169,040	174,960
Non-Departmental	-	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL CAPITAL EXPENDITURES	\$ 7,670,637	\$ 6,705,620	\$ 7,790,680	\$ 7,343,030	\$ 6,969,730	\$ 7,939,400	\$ 7,077,760	\$ 9,209,740	\$ 7,526,640	\$ 6,176,520	\$ 5,665,020	\$ 5,534,420	\$ 6,323,201
NET CHANGE IN FUND BALANCE	\$ 1,328,351	\$ (829,860)	\$ (5,213,330)	\$ 1,157,470	\$ 910,090	\$ 757,930	\$ (1,350)	\$ (1,805,530)	\$ 348,810	\$ 2,267,080	\$ 3,457,570	\$ 4,318,430	\$ 3,653,459
Ending Fund Balance	29,163,270	21,559,650	23,949,940	25,107,410	26,017,500	26,775,430	26,774,080	24,968,550	25,317,360	27,584,440	31,042,010	35,360,440	39,013,899
Required Balance	13,060,224	11,233,588	11,223,117	9,518,157	8,471,437	8,199,117	7,107,167	7,247,767	7,455,807	9,932,787	12,447,167	15,112,877	17,932,657
NET SURPLUS (DEFICIT)	\$ 16,103,046	\$ 10,326,062	\$ 12,726,823	\$ 15,589,253	\$ 17,546,063	\$ 18,576,313	\$ 19,666,913	\$ 17,720,783	\$ 17,861,553	\$ 17,651,653	\$ 18,594,843	\$ 20,247,563	\$ 21,081,242
Reserve Policy Requirement (6% of Revenue)	\$ 3,883,938	\$ 3,800,950	\$ 3,831,679	\$ 3,881,691	\$ 4,016,960	\$ 4,187,676	\$ 4,332,424	\$ 4,495,280	\$ 4,664,341	\$ 4,847,983	\$ 5,039,669	\$ 5,239,716	\$ 5,412,857
Amount Above (Under) Policy	\$ 12,219,107	\$ 6,525,112	\$ 8,895,144	\$ 11,707,562	\$ 13,529,103	\$ 14,388,637	\$ 15,334,490	\$ 13,225,503	\$ 13,197,213	\$ 12,803,671	\$ 13,555,174	\$ 15,007,847	\$ 15,668,385

Finance Master Plan - Recommended

	2010 Actual	2011 Adopted	2011 Projected	2012 Projected 29.8%	2013 Projected 31.6%	2014 Projected 32.5%	2015 Projected 32.3%	2016 Projected 28.2%	2017 Projected 27.6%	2018 Projected 26.3%	2019 Projected 26.9%	2020 Projected 28.3%	2021 Projected 28.4%
15% test													
CALCULATION OF REQUIRED BALANCE													
TABOR Excess Reserves Beginning Balance 2003-2012	7,442,966	4,917,696	5,534,006	4,159,916	3,371,196	2,940,836	2,546,736	2,187,736	1,798,736	1,435,736	1,084,736	695,736	322,736
Projected Tabor Annual Excess	-	-	-	-	-	-	-	-	-	-	-	-	-
Street Construction	(1,908,960)	(749,780)	(1,374,090)	(788,720)	(430,360)	(394,100)	(359,000)	(389,000)	(363,000)	(351,000)	(389,000)	(373,000)	(322,730)
Transportation Fee	-	-	-	-	-	-	-	-	-	-	-	-	-
Barnes Expansion/Fairgrounds	-	-	-	-	-	-	-	-	-	-	-	-	-
Winona Pool Bath House Renovation	-	-	-	-	-	-	-	-	-	-	-	-	-
Streets-Freightliner	-	-	-	-	-	-	-	-	-	-	-	-	-
Traffic- Sign Truck & Equipment	-	-	-	-	-	-	-	-	-	-	-	-	-
Police Vehicles	-	-	-	-	-	-	-	-	-	-	-	-	-
TABOR Excess Reserve Ending Balance 2003-2012	\$ 5,534,006	\$ 4,167,916	\$ 4,159,916	\$ 3,371,196	\$ 2,940,836	\$ 2,546,736	\$ 2,187,736	\$ 1,798,736	\$ 1,435,736	\$ 1,084,736	\$ 695,736	\$ 322,736	\$ 6
TABOR Excess Reserves Beginning Balance 2013	-	-	-	-	-	-	960,969	960,969	960,969	960,969	960,969	960,969	960,969
Projected Tabor Annual Excess	-	-	-	-	-	960,969	-	-	-	-	-	-	-
Street Construction	-	-	-	-	-	-	-	-	-	-	-	-	-
TABOR Excess Reserve 2013	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 960,969	\$ 960,969	\$ 960,969	\$ 960,969	\$ 960,969	\$ 960,969	\$ 960,969
TABOR 3% Emergency	1,738,090	1,795,530	1,910,820	1,749,910	1,841,060	1,892,110	2,016,490	2,115,120	2,181,610	2,278,220	2,335,640	2,408,710	2,492,120
Council Contingency	-	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Unfunded Liability	125,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000
Equipment Replacement	-	-	-	70,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000	250,000
Fire Reserve for Third Year of SAFER Grant	42,600	46,100	46,100	46,100	-	-	-	-	-	-	-	-	-
Library Reserve	116,218	125,031	125,031	125,031	125,031	125,031	125,031	125,031	125,031	125,031	125,031	125,031	125,031
Police Communication Console Replacement	512,000	616,000	616,000	-	-	-	-	-	-	-	-	-	-
Telephone Switch Reserve	261,460	-	-	-	-	-	-	-	-	-	-	-	-
Required Reserves	\$ 2,795,368	\$ 2,882,661	\$ 2,997,951	\$ 2,291,041	\$ 2,516,091	\$ 2,567,141	\$ 2,691,521	\$ 2,790,151	\$ 2,856,641	\$ 2,953,251	\$ 3,010,671	\$ 3,083,741	\$ 3,167,151
Council Reserve Beginning Balance	3,994,901	4,228,991	4,730,850	4,065,250	3,855,920	3,014,510	2,124,270	1,266,940	1,697,910	2,202,460	4,933,830	7,779,790	10,745,430
Annual Council Set-Aside (5% Tax Revenue)	2,092,220	1,045,770	1,045,770	1,082,420	1,115,740	1,135,370	1,207,620	2,516,040	2,621,400	2,731,370	2,845,960	2,965,640	3,059,100
Fairground Development	-	-	-	-	-	-	-	-	-	-	-	-	-
Boys & Girls Club	-	-	-	-	-	-	-	-	-	-	-	-	-
Loveland High School Swimming Pool	(604,106)	-	-	-	-	-	-	-	-	-	-	-	-
Downtown Parking Structure	-	-	-	-	-	-	-	-	-	-	-	-	-
Downtown Infrastructure Improvements	(497,230)	(900,000)	(915,360)	(1,100,000)	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)	-	-	-	-
Milner/Schwartz House Renovation	-	-	(42,700)	-	-	-	-	-	-	-	-	-	-
Juniper Place Fee Waivers	-	-	(59,790)	-	-	-	-	-	-	-	-	-	-
Putlack Fee Waivers	-	-	(14,860)	-	-	-	-	-	-	-	-	-	-
Art Space Pre-Construction	(75,000)	-	(475,000)	-	-	-	-	-	-	-	-	-	-
IHN Fee Waiver	-	-	(11,910)	-	-	-	-	-	-	-	-	-	-
Intra-Fund Loan Repayment on Land Purchase	(179,935)	(191,750)	(191,750)	(191,750)	(957,150)	(1,025,610)	(1,064,950)	(1,085,070)	(1,116,850)	-	-	-	-
Council Reserve Ending Balance	\$ 4,730,850	\$ 4,183,011	\$ 4,065,250	\$ 3,855,920	\$ 3,014,510	\$ 2,124,270	\$ 1,266,940	\$ 1,697,910	\$ 2,202,460	\$ 4,933,830	\$ 7,779,790	\$ 10,745,430	\$ 13,804,530
REQUIRED BALANCE	\$ 13,060,224	\$ 11,233,588	\$ 11,223,117	\$ 9,518,157	\$ 8,471,437	\$ 8,199,117	\$ 7,107,167	\$ 7,247,767	\$ 7,455,807	\$ 9,932,787	\$ 12,447,167	\$ 15,112,877	\$ 17,932,657

Attachment 1

City of Loveland, Colorado

Proposed Fee Changes for 2012
By Department

CITY OF LOVELAND
CHANGES TO RATES, CHARGES AND FEES FOR 2012

LOVELAND MUSEUM/GALLERY

Membership Fees

Individual	\$20	\$30	\$10
Senior	\$0	\$20	New
Individual plus one	\$35	\$45	\$10
Family	\$50	\$65	\$15
Contributing	\$100	\$250	\$150
Patron	\$250	\$500	\$250
Benefactor	\$500	\$1,000	\$500

Facility use fees (Hourly Rate):

For-Profit, per hour	\$45	\$50	\$5
Nonprofit, per hour	\$25	\$30	\$5
Facility Attendant	\$20	\$25	\$5
Cancellation fee (less than 7 business days in advance)	\$25	\$35	\$10
All-Facility Rental, for-profit, first two hours	\$350	\$500	\$150
Lone Tree School Facility Use, per day	\$35	\$65	\$30
Special exhibit admission, individual, per person	\$0	\$5	New
Group rates, per person	\$0	\$2	New

Workshop/Class/Lecture Fees

Drop-In Workshops/Classes	\$0	\$10	New
Programs and Classes, per class	\$5-\$100	\$20-\$250	\$15-\$150
Outreach Trunks, per use	\$5	\$10	\$5

Reproduction of photographs

Digital Copy on CD	\$11	\$16	\$5
Digital Copy on CD, without scan	\$22	\$27	\$5
5x7, With Scan	\$14	\$19	\$5
5x7, Without Scan	\$25	\$30	\$5
8x10, With Scan	\$17	\$22	\$5
8x10, Without Scan	\$27	\$32	\$5
11x14, With Scan	\$25	\$30	\$5
11x14, Without Scan \$	\$36	\$41	\$5
16x20, With Scan	\$35	\$39	\$4
16x20, Without Scan	\$45	\$50	\$5
20x24, With	\$46	\$51	\$5
20x24, Without Scan	\$58	\$63	\$5
30x40, With	\$57	\$63	\$6
30x40, Without Scan	\$68	\$73	\$5
Larger sizes, per foot	\$12	\$17	\$5

CITY OF LOVELAND
CHANGES TO RATES, CHARGES AND FEES FOR 2012

RIALTO THEATER

Seat Fee, per ticket	\$1	\$1.20	\$0.20
Box Office Phone Transaction Fee, per transaction	\$2	\$3	\$1
Ticketing Fee – events held at Rialto, per ticket	\$0.15	\$0.18	\$0.03
Complimentary Ticket Fee (first 30 free), per ticket	\$0.15	\$0.18	\$0.03
Internet Transaction Fee, per ticket	\$0.50	Varies	-
Technical Fee, per hour	\$25	\$30	\$5
<u>Standard Ticketed Event Rental Rates (Daily Rate: 12 noon to 12 midnight):</u>			
Monday through Thursday, per day	\$250	\$300	\$50
Friday, Saturday & Sunday, per day	\$275	\$325	\$50
Rehearsal/Hourly Rates, per hour	\$30	\$50	\$20
<u>Non-Profit Ticketed Event Rental Rates (Daily Rate: 12 noon to 12 midnight):</u>			
Monday through Thursday, per day	\$225	\$255	\$30
Friday, Saturday & Sunday, per day	\$250	\$280	\$30
Rehearsal/Hourly Rates, per hour	\$25	\$35	\$10
<u>Meeting/Non-Ticketed Event Rates (Daily Rate: One to four hours):</u>			
Monday through Thursday, per day	\$325	\$375	\$50
Friday, Saturday & Sunday, per day	\$375	\$425	\$50
<u>Meeting/Non-Ticketed Event Rates (Daily Rate: Over four hours):</u>			
Monday through Thursday, per day	\$425	\$600	\$175
Friday, Saturday & Sunday, per day	\$550	\$800	\$250
<u>Community Group Fee Rate:</u>			
Percentage of gross house receipts	3%	5%	2%
Minimum Fee Rate, per day	\$200	\$280	\$80
<u>Community Room:</u>			
<u>Nonprofit Rate:</u>			
Monday through Thursday, 8:00 A.M. to 5:00 P.M., up to four hours		\$300	New
Over four hours, per hour		\$75	New
Monday through Thursday, 5:00 P.M. to 11:00 P.M., up to four hours		\$400	New
Over four hours, per hour		\$100	New
Friday through Sunday, per day		\$600	New
Over four hours, per hour		\$150	New
<u>Building Tenant Rate:</u>			
Monday through Thursday, 8:00 A.M. to 5:00 P.M., up to four hours		\$340	New
Over four hours, per hour		\$85	New
Monday through Thursday, 5:00 P.M. to 11:00 P.M., up to four hours		\$440	New
Over four hours, per hour		\$110	New
Friday through Sunday, per day		\$740	New
Over four hours, per hour		\$185	New

RIALTO THEATER (cont'd)

CITY OF LOVELAND
CHANGES TO RATES, CHARGES AND FEES FOR 2012

All Others Rate:

Monday through Thursday, 8:00 A.M. to 5:00 P.M., up to four hours	\$400	New
Over four hours, per hour	\$100	New
Monday through Thursday, 5:00 P.M. to 11:00 P.M., up to four hours	\$500	New
Over four hours, per hour	\$125	New
Friday through Sunday, per day	\$800	New
Over four hours, per hour	\$200	New

Reception Area:

<u>Nonprofit Rate:</u>		New
Monday through Thursday, 8:00 A.M. to 5:00 P.M., up to four hours	\$160	New
Over four hours, per hour	\$40	New
Monday through Thursday, 5:00 P.M. to 11:00 P.M., up to four hours	\$200	New
Over four hours, per hour	\$50	New
Friday through Sunday, per day	\$300	New
Over four hours, per hour	\$75	New

Building Tenant Rate:

Monday through Thursday, 8:00 A.M. to 5:00 P.M., up to four hours	\$180	New
Over four hours, per hour	\$45	New
Monday through Thursday, 5:00 P.M. to 11:00 P.M., up to four hours	\$220	New
Over four hours, per hour	\$55	New
Friday through Sunday, per day	\$320	New
Over four hours, per hour	\$80	New

All Others Rate:

Monday through Thursday, 8:00 A.M. to 5:00 P.M., up to four hours	\$200	New
Over four hours, per hour	\$50	New
Monday through Thursday, 5:00 P.M. to 11:00 P.M., up to four hours	\$240	New
Over four hours, per hour	\$60	New
Friday through Sunday, per day	\$340	New
Over four hours, per hour	\$85	New

Conference Room:Nonprofit Rate:

First use, per calendar quarter, up to two hours	Free	New
Use fee, up to two hours	\$75	New
Over two hours, per hour	\$25	New

CITY OF LOVELAND
CHANGES TO RATES, CHARGES AND FEES FOR 2012

RIALTO THEATER (cont'd)

Conference Room (cont'd):

Building Tenant Rate:

First use, per calendar month, up to two hours	Free	New
Use fee, up to two hours	\$85	New
Over two hours, per hour	\$30	New

All Others Rate:

Use fee, up to two hours	\$100	New
Over two hours, per hour	\$35	New

Equipment and Service Fees for Room Rentals:

Rental Equipment:

Flip Chart Package	\$15	New
Video Projector	\$50	New
Blue Ray Player	\$50	New
Portable Sound System	\$100	New
Staging Platform, per section	\$25	New
Pipe and Drape, per section	\$25	New
Risers, per section	\$25	New
Electronic Keyboard	\$30	New
Large Podium	\$25	New
Portable Light Trees (Pair)	\$100	New

Linens:

Additional white tablecloths, each	\$6	New
------------------------------------	-----	-----

Coffee Service:

Coffee, service of 20 or 60 cups, per cup	\$1	New
Hot tea, service of 20 or 60 cups, per cup	\$0.50	New

Food Service Cleaning Fees:

Pre-packaged snacks brought in by renter	\$25	New
Hors d' Oeuvre or Meal service - Up to 50 guests	\$50	New
Hors d' Oeuvre or Meal Service - 51 to 150 guests	\$75	New
Hors d' Oeuvre or Meal Service – 151 guests and up	\$100	New

CITY OF LOVELAND
CHANGES TO RATES, CHARGES AND FEES FOR 2012

DEVELOPMENT SERVICES DEPARTMENT

Contractor Licensing:

Class A, B and C		\$125	New
Mechanical and Other Licenses	\$35	\$125	\$90
Plumbing & Electrical	\$35	No Charge	(\$35)
Class I	\$75		Removed
Class II	\$40		Removed
Testing	\$50		Removed

Planning Fees:

Variance	\$50	\$150	\$100
Civil Improvement Construction Plans, per sheet		\$20	New
Revisions to approved Civil Improvement Construction Plans, per sheet		\$20	New
Traffic Impact Study (TIS) Memorandum		\$150	New
Intermediate/Full TIS		\$360	New
Site Development Plan		\$100	New
Environmentally Sensitive Areas Report		\$200	New
Administrative Variations		\$60	New
Zoning Verification Letter		\$60	New
Major Amendment to GPD/ PDP		\$750	New
PUD Minor Amendment		\$300	New
Appeal to Planning Commission		\$300	New
Appeal to City Council		\$180	New
Development and annexation agreements		\$300	New
Revisions development and annexation agreements		\$150	New
Planned Sign Program		\$300	New

EXECUTIVE & LEGAL DEPARTMENT

Municipal Court:

Plea, per case	\$15	\$25	\$10
Court Administration Fee	\$50	\$75	\$25
Dismissal of No Proof of Insurance Fee, per request		\$15-\$20	New
Wedding Fee	\$50	\$75	\$25

FINANCE DEPARTMENT

Revenue:

Sales Tax License Renewal, per year		\$20	New
-------------------------------------	--	------	-----

CITY OF LOVELAND
CHANGES TO RATES, CHARGES AND FEES FOR 2012

FIRE DEPARTMENT

Fireworks Retail & Wholesale Sales Permit	\$950	\$1,500	\$550
High-pile Combustible Storage	\$50	\$100	\$50
Hot-Work & Cutting Permit	\$30	\$50	\$20
Open Burning Inspection	\$30	\$50	\$20
LPG Gas Facility Inspections	\$50	\$100	\$50
Spray & Dipping Operations	\$50	\$100	\$50
Report Fee	\$5	\$5-\$15	-
School Inspection Fee		\$125	New
School Building Plan Review		\$300	New
Standby Event Coverage, per firefighter, per hour		\$40	New
Bonfire Standbys, rate varies, minimum rate		\$350	New
Combustible Dust Producing Operations		\$100	New
Record Retrieval, per hour, minimum 1 hour		\$35	New

LOVELAND PUBLIC LIBRARY

Date Due Slips	\$0.10		Removed
Replacement of Leap Pad Bags	\$1		Removed
Book Club Kit Tags		\$1	New
Flash Drives		\$3	New
RFID tag		\$0.25	New
Rebinding damaged book	\$13.95	\$14.95	\$1
Replacement of DVD cases, holds 3	\$3	\$5	\$2
Replacement of CD pouches	\$1	\$1	\$1
Deposit for temporary users	\$10	\$20	\$10
<u>Replacement of Lost Items:</u>			
Paperbacks, default cost	\$7	\$8	\$1
All other items, default cost	\$25	\$30	\$5

POLICE DEPARTMENT

Warrant Surcharge, each	\$25	\$60	\$35
<u>Special Events Fee:</u>			
Officer, per hour	\$40	\$43	\$3
Supervisor, per hour	\$45	\$48	\$3

CITY OF LOVELAND
CHANGES TO RATES, CHARGES AND FEES FOR 2012

PARKS & RECREATION DEPARTMENT

3 Course Golf Pass, Full Week - Individual	\$770	\$835	\$65
3 Course Golf Pass, Monday - Friday Noon - Individual	\$630	\$660	\$30
<u>Green Fees, Winter Rate, 9 holes:</u>			
Olde Course	\$13	\$12-\$14	-
Cattail Creek	\$7	\$7-\$8	-
Mariana Butte	\$17	\$16-\$18	-
<u>Green Fees, Winter Rate, 18 holes:</u>			
Olde Course	\$26	\$22-\$26	-
Mariana Butte	\$34	\$28-\$34	-
<u>Tournaments, pre-reserved start:</u>			
Olde Course	\$10	\$5	(\$5)
Mariana Butte	\$10	\$5	(\$5)
Tournaments, Pro Shop merchandise fee	\$5-\$15	\$5-\$10	-
Snack Bar	\$55-\$100		Removed

CITY OF LOVELAND
CHANGES TO RATES, CHARGES AND FEES FOR 2012

PUBLIC WORKS DEPARTMENT

Street inspection fee, single family unit	\$75	\$150	\$75
<u>Street Maintenance Fee:</u>			
Residential, per dwelling unit	\$1.52	\$1.67	\$0.15
Industrial, per acre	\$16.85	\$18.54	\$1.69
High Traffic Retail, per acre	\$168.49	\$185.34	\$16.85
Retail, per acre	\$66.21	\$72.83	\$6.62
Miscellaneous Retail	\$43.04	\$47.35	\$4.31
Office, per acre	\$21.87	\$24.05	\$2.18
Institution, per acre	\$21.87	\$24.05	\$2.18
<u>Pulliam Building:</u>			
<u>Community Room:</u>			
Deposit	\$50	\$300	\$250
Use fee, nonprofit rate	\$19.50	\$30	\$10.50
Use fee, all others	\$30	\$45	\$15
<u>Meeting Rooms #1 or #2:</u>			
Deposit	\$25	\$50	\$25
Use fee, nonprofit rate	\$16.25	\$25	\$8.75
Use fee, all others	\$25	\$40	\$15
<u>Auditorium:</u>			
Deposit	\$50	\$100	\$50
Use fee, 2 hours, nonprofit rate	\$58.50	\$70	\$11.50
Use fee, 2 hours, all others	\$90	\$120	\$30
Use fee, over 2 hours, nonprofit rate	\$130	\$180	\$50
Use fee, over 2 hours, all others	\$200	\$230	\$30
<u>Gertrude B. Scott (Library Multipurpose) Room:</u>			
Deposit	\$25	\$150	\$125
Use fee, nonprofit rate	\$19.50	\$25	\$5.50
Use fee, all others	\$30	\$40	\$10
<u>Foote Lagoon Amphitheater (Civic Center Plaza):</u>			
Deposit	\$50	\$150	\$100
Use fee, nonprofit rate	\$48.75	\$70	\$21.25
Use fee, all others	\$75	\$110	\$35
<u>Erion Foundation Community Room (Library):</u>			
Deposit		\$150	New
Use fee, nonprofit rate		\$25	New
Use fee, all others		\$40	New
<u>Solid Waste:</u>			
Mosquito Control Services, per month	\$0.70	\$0.80	\$0.10
Single family yardwaste, per month	\$2.25	\$2.75	\$0.50

CITY OF LOVELAND
CHANGES TO RATES, CHARGES AND FEES FOR 2012

PUBLIC WORKS DEPARTMENT (cont'd)

Recycling Fee:

Single-family, duplex, triplex units, with yards	\$5	\$4.50	(\$0.50)
Town-home and mobile-home units, without yards	\$5	\$4.50	(\$0.50)
Paratransit, 20 ride pass	\$37.50		Removed
Paratransit, 40 ride pass	\$70		Removed
Paratransit, 20 ride pass, low income	\$18.75		Removed

Low Income Fixed Route Fares:

Adult, 20 ride pass	\$12.50		Removed
Youth, annual pass	\$12.50		Removed

FIRST READING October 4, 2011

SECOND READING _____

RESOLUTION #R-62-2011

A RESOLUTION ADOPTING THE 2012 SCHEDULE OF RATES, CHARGES, AND FEES FOR SERVICES PROVIDED BY THE CITY OF LOVELAND, OTHER THAN SERVICES PROVIDED BY THE WATER AND POWER DEPARTMENT AND THE STORMWATER ENTERPRISE, AND SUPERSEDING ALL PRIOR RESOLUTIONS ESTABLISHING SUCH RATES, CHARGES, AND FEES

WHEREAS, Section 3.04.025 of the Loveland Municipal Code provides that the City Council shall, by resolution, fix the rates, charges, and fees to be collected by the City for goods and services provided by the City; and

WHEREAS, the City Council last set the rates, charges, and fees for services provided by the City, other than services provided by the Water and Power Department and the Stormwater Enterprise, in Resolution #R-51-2010; and

WHEREAS, the City Council periodically adjusts the rates, charges, and fees said services to more accurately reflect the cost of providing said services to the customers; and

WHEREAS, City staff has presented to the City Council a revised “Schedule of Rates, Charges and Fees,” a copy of which is attached hereto as Exhibit A and incorporated herein by reference (“Schedule of Rates, Charges, and Fees”).

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

Section 1. That the Schedule of Rates, Charges and Fees, attached hereto as Exhibit A, is hereby adopted for services provided by the City of Loveland, other than services provided by the Water and Power Department and the Stormwater Enterprise, and shall apply to all billings mailed on or after January 1, 2012.

Section 2. That this Resolution shall supersede in all respects all previous resolutions of the City Council which set the rates, charges, and fees now being set, including those set in Resolution #R-51-2010, for all billings mailed on or after January 1, 2012.

Section 3. That notwithstanding the foregoing, the rates, charges, and fees set in Resolution #R-51-2010 shall continue in full force and effect from the date of this Resolution until they are superseded on January 1, 2012 as provided herein.

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

ADOPTED this ____ day of October, 2011.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



Assistant City Attorney

Exhibit A

City of Loveland, Colorado

**Schedule of Rates, Charges and Fees
By Department**

Effective January 1, 2012

CITY OF LOVELAND
SCHEDULE OF RATES, CHARGES AND FEES FOR 2012

Description	2012 Fee
-------------	----------

CULTURAL SERVICES DEPARTMENT

LOVELAND MUSEUM/GALLERY

Facility use fees:

For-Profit, per hour	\$50.00
Non-Profit, per hour	\$30.00
Facility Attendant, per hour	\$25.00
Damage Deposit.....	\$100.00
Cancellation, less than 7 business days in advance	\$35.00
All-Facility Rental, first two hours (For-Profit rate)	\$500.00
All-Facility Rental, first two hours (Non-Profit rate)	\$350.00
Each hour thereafter, per hour (all renters).....	\$75.00
Lone Tree School, per day	\$65.00

Museum membership:

Individual	\$30.00
Senior	\$20.00
Individual plus one.....	\$45.00
Family	\$65.00
Contributing.....	\$250.00
Patron	\$500.00
Benefactor	\$1,000.00

Special Exhibit Admission:

Individual	\$5.00
Group, per person.....	\$2.00

Workshops, Classes, & Lectures:

Workshop/Class/Lecture Fees, per event (vary by type, length, instructor cost)	\$20.00-\$250.00
Drop-in Workshop/Class Fees, per hour.....	\$10.00
Outreach Trunks, per use	\$10.00

Reproduction of Photographs

Digital Copy on CD	\$16.00
Digital Copy on CD, without scan.....	\$27.00
5x7, With Scan.....	\$19.00
5x7, Without Scan.....	\$30.00
8x10, With Scan.....	\$22.00
8x10, Without Scan.....	\$32.00
11x14, With Scan	\$30.00
11x14, Without Scan.....	\$41.00
16x20 With Scan	\$39.00
16x20, Without Scan.....	\$50.00
20x24, With Scan	\$51.00
20x24, Without Scan.....	\$63.00
30x40, With Scan	\$63.00
30x40, Without Scan.....	\$73.00
Larger sizes, additional per foot.....	\$17

CITY OF LOVELAND
SCHEDULE OF RATES, CHARGES AND FEES FOR 2012

Description	2012 Fee
-------------	----------

RIALTO THEATER

Seat Fee, per ticket sold	\$1.20
Box Office Phone Transaction Fee, per transaction	\$3.00
CIRSA’s Insurance (when required), per attendee	\$.30
Ticketing Fee – events held at Rialto, per ticket sold	\$.18
Complimentary Ticket Fee, per ticket printed (first 30 are free)	\$.18
Piano Keyboard Rental, per performance	\$30.00
Projection Equipment Rental, per performance	\$50.00
Marley Dance Floor Rental, per installation	\$50.00
Masonite Dance Floor Rental, per installation	\$50.00
Side of Stage Monitor Package Rental, per day	\$200.00
Internet Transaction Fee, per ticket	Varies
Technical Fee, per hour (when Rialto lights and sound system are used)	\$30.00
Merchandise Sales Fee, % of gross merchandise sold	15%
Ticket Exchange Fee, per ticket	\$2.00
Intelligent Lighting Rental, includes 1 hour programming, per performance	\$50.00
Additional Intelligent Lighting programming, per hour	\$25.00
Additional Covered 6' or 8' table (two provided free, with rental)	\$10/each
<u>Standard Ticketed Event Rental Rates (12 noon to 12 midnight):</u>	
Monday through Thursday, per day	\$300.00
Friday, Saturday & Sunday, per day	\$325.00
Rehearsal Rates, per hour (not to exceed maximum daily rental fee)	\$50.00
<u>Non-Profit Ticketed Event Rental Rates (12 noon to 12 midnight):</u>	
Monday through Thursday, per day	\$255.00
Friday, Saturday & Sunday, per day	\$280.00
Rehearsal Rates, per hour (not to exceed maximum daily rental rate)	\$35.00
<u>Meeting/Non-Ticketed Event Rates (up to four hours):</u>	
Monday through Thursday, per day	\$375.00
Friday, Saturday & Sunday, per day	\$425.00
<u>Meeting/Non-Ticketed Event Rates (over four hours):</u>	
Monday through Thursday, per day	\$600.00
Friday, Saturday & Sunday, per day	\$800.00

Community Group Fee Rate:

20% of first \$5,000 in gross house receipts plus 5% of remaining gross house receipts or \$280 per performance day, whichever is greater. This includes rehearsal dates (limit of 10 for a one-weekend show and 15 for a two-weekend show, with additional dates available at regular rates) and blackout dates (limited to one week prior to opening). Seat fee, ticket fee and insurance fees (when required) apply. No additional technical charges apply.

Non-Refundable Rental Deposit:

Required to reserve date(s), equal to the applicable base rental fee for one day (dollar amount varies). To be applied toward rental cost, or used to offset Rialto administrative costs in the event of cancellation by tenant. Portion of deposit may be used as damage/cleaning fee, if needed, as per contract.

CITY OF LOVELAND
SCHEDULE OF RATES, CHARGES AND FEES FOR 2012

Description	2012 Fee
-------------	----------

RIALTO BRIDGE

Community Room:

Nonprofit Rate:

Monday through Thursday, 8:00 A.M. to 5:00 P.M., up to four hours	\$300.00
Over four hours, per hour.....	\$75.00
Monday through Thursday, 5:00 P.M. to 11:00 P.M., up to four hours	\$400.00
Over four hours, per hour.....	\$100.00
Friday through Sunday, per day.....	\$600.00
Over four hours, per hour.....	\$150.00

Building Tenant Rate:

Monday through Thursday, 8:00 A.M. to 5:00 P.M., up to four hours	\$340.00
Over four hours, per hour.....	\$85.00
Monday through Thursday, 5:00 P.M. to 11:00 P.M., up to four hours	\$440.00
Over four hours, per hour.....	\$110.00
Friday through Sunday, per day.....	\$740.00
Over four hours, per hour.....	\$185.00

All Others Rate:

Monday through Thursday, 8:00 A.M. to 5:00 P.M., up to four hours	\$400.00
Over four hours, per hour.....	\$100.00
Monday through Thursday, 5:00 P.M. to 11:00 P.M., up to four hours	\$500.00
Over four hours, per hour.....	\$125.00
Friday through Sunday, per day.....	\$800.00
Over four hours, per hour.....	\$200.00

Reception Area:

Nonprofit Rate:

Monday through Thursday, 8:00 A.M. to 5:00 P.M., up to four hours	\$160.00
Over four hours, per hour.....	\$40.00
Monday through Thursday, 5:00 P.M. to 11:00 P.M., up to four hours	\$200.00
Over four hours, per hour.....	\$50.00
Friday through Sunday, per day.....	\$300.00
Over four hours, per hour.....	\$75.00

Building Tenant Rate:

Monday through Thursday, 8:00 A.M. to 5:00 P.M., up to four hours	\$180.00
Over four hours, per hour.....	\$45.00
Monday through Thursday, 5:00 P.M. to 11:00 P.M., up to four hours	\$220.00
Over four hours, per hour.....	\$55.00
Friday through Sunday, per day.....	\$320.00
Over four hours, per hour.....	\$80.00

All Others Rate:

Monday through Thursday, 8:00 A.M. to 5:00 P.M., up to four hours	\$200.00
Over four hours, per hour.....	\$50.00
Monday through Thursday, 5:00 P.M. to 11:00 P.M., up to four hours	\$240.00
Over four hours, per hour.....	\$60.00
Friday through Sunday, per day.....	\$340.00
Over four hours, per hour.....	\$85.00

CITY OF LOVELAND
SCHEDULE OF RATES, CHARGES AND FEES FOR 2012

Description	2012 Fee
-------------	----------

RIALTO BRIDGE (cont'd)

Room Rental (Community Room or Reception Area) Minimum and Discounted Rates:

- Minimum four hour rental required for Community Room or Reception Area. Additional hours may be purchased at the hourly rate shown above.
- Organizations or individuals renting the Rialto Theater for a ticketed event may take a 40% discount off the rental rates above when renting additional rooms on the same date(s).
- Organizations or individuals renting the Rialto Theater for a non-ticketed event may take a 20% discount off the rental rates above when renting additional rooms on the same date(s).

Conference Room:

Nonprofit Rate:

First use, per calendar quarter, up to two hours	Free
Use fee, up to two hours	\$75.00
Over two hours, per hour	\$25.00

Building Tenant Rate:

First use, per calendar month, up to two hours	Free
Use fee, up to two hours	\$85.00
Over two hours, per hour	\$30.00

All Others Rate:

Use fee, up to two hours	\$100.00
Over two hours, per hour	\$35.00

Equipment and Service Fees for Room Rentals:

Rental Equipment:

Flip Chart Package	\$15.00
Video Projector	\$50.00
Blue Ray Player	\$50.00
Portable Sound System	\$100.00
Staging Platform	\$25.00 per 4' x 8' section
Pipe and Drape	\$25.00 per 8' x 6' section
Risers	\$25.00 per section
Electronic Keyboard	\$30.00
Large Podium	\$25.00
Portable Light Trees (Pair)	\$100.00

Linens:

Additional white tablecloths, each	\$6.00
--	--------

Coffee Service:

Coffee, service of 20 or 60 cups, per cup	\$1.00
Hot tea, service of 20 or 60 cups, per cup	\$.50

Equipment and Service Fees for Room Rentals (cont'd):

Food Service Cleaning Fees:

Pre-packaged snacks brought in by renter	\$25.00
Hors d' Oeuvre or Meal service - Up to 50 guests, includes prep room use	\$50.00
Hors d' Oeuvre or Meal Service - 51 to 150 guests, includes prep room use	\$75.00
Hors d' Oeuvre or Meal Service – 151 guests and up, includes prep room use	\$100.00

Security Deposit:

Room deposit, nonrefundable	Equal to the base room rental rate
-----------------------------------	------------------------------------

CITY OF LOVELAND
SCHEDULE OF RATES, CHARGES AND FEES FOR 2012

Description	2012 Fee
-------------	----------

DEVELOPMENT SERVICES DEPARTMENT

Planning Filing Fees:

Traffic Impact Study (TIS) Memorandum.....	\$150.00
Intermediate/Full TIS.....	\$360.00
Site Development Plan.....	\$100.00
Environmentally Sensitive Areas Report.....	\$200.00
Administrative Variations.....	\$60.00
Zoning Verification Letter.....	\$60.00
Major Amendment to GPD/PDP.....	\$750.00
PUD Minor Amendment.....	\$300.00
Appeal to Planning Commission.....	\$300.00
Appeal to City Council.....	\$180.00
Development and Annexation Agreements.....	\$300.00
Revisions development and annexation agreements.....	\$150.00
Planned Sign Program.....	\$300.00
Civil Improvement Construction Plans, per sheet.....	\$20.00
Revisions to approved Civil Improvement Construction Plans, per sheet.....	\$20.00
Annexation & PUD Zoning.....	\$800.00
Plus, for up to 400 acres, per acre.....	\$35.00
Plus, above of 400 acres, per acre.....	\$3.00
Annexation & Zoning, other than PUD.....	\$800.00
Plus, for up to 400 acres, per acre.....	\$25.00
Plus, above 400 acres, per acre.....	\$2.00
Annexation Publication and Recording Fee.....	\$1,500.00
PUD General Development Plan.....	\$800.00
Plus, up to 1,200 acres, per acre.....	\$10.00
Plus, above 1,200 acres, per acre.....	\$3.00
PUD Preliminary Development plan.....	\$800.00
Plus, per dwelling unit or per acre.....	\$2.00
PUD Final Development Plan.....	\$800.00
Plus, per dwelling unit or per acre.....	\$2.00
Major Subdivision - Preliminary plat.....	\$600.00
Plus, per lot or per acre.....	\$5.00
Major Subdivision - Final plat.....	\$700.00
Plus, per lot or per acre.....	\$5.00
Minor Subdivision.....	\$300.00
Special Review.....	\$500.00
Special Review, minor modification.....	\$150.00
Rezoning.....	\$500.00
Vacation Request.....	\$200.00
Variance Request.....	\$150.00
Vested Rights Request.....	\$100.00
Plan Submittal In Excess of 3 Rounds, percentage of original fee.....	50%

CITY OF LOVELAND
SCHEDULE OF RATES, CHARGES AND FEES FOR 2012

Description	2012 Fee
-------------	----------

DEVELOPMENT SERVICES DEPARTMENT (cont'd)

Planning Filing Fees (cont'd):

(These fees cover a project's initial submittal and two additional rounds of review. If a project needs more than a total of three rounds of review, the next submittal (or fourth round) and all subsequent resubmittals will require an application fee of 50% of the original fee with each resubmittal.)

Building Permit Fees:

Valuation:**	
\$1 to \$500	\$23.50
\$501 to \$2,000, for first \$500	\$23.50
Plus, for each additional \$100 or fraction thereof.....	\$3.05
\$2,001 to \$25,000, for first \$2,000	\$69.25
Plus, for each additional \$1,000 or fraction thereof	\$14.00
\$25,001 to \$50,000, for first \$25,000	\$391.75
Plus, for each additional \$1,000 or fraction thereof.....	\$10.10
\$50,001 to \$100,000, for first \$50,000	\$643.75
Plus, for each additional \$1,000 or fraction thereof.....	\$7.00
\$100,001 to \$500,000, for first \$100,000	\$993.75
Plus, for each additional \$1,000 or fraction thereof.....	\$5.60
\$500,001 to \$1,000,000, for first \$500,000	\$3,233.75
Plus, for each additional \$1,000 or fraction thereof.....	\$4.75
\$1,000,001 and up, for first \$1,000,000.....	\$5,608.75
Plus, for each additional \$1,000 or fraction thereof.....	\$3.65
Residential Plan Review Fee, percentage of Building Permit Fee	65%
Commercial Plan Review Fee, percentage of Building Permit Fee.....	65%
City of Loveland Use Tax & Larimer County Tax, percentage on ½ of valuation	3.8%
Re-Inspection Fee, per hour*	\$47.00
Inspections, outside of normal business hours, per hour* (minimum charge, 2 hours)	\$47.00
Inspection, for which no fee is specifically indicated* (minimum charge, ½ hour).....	\$47.00
Additional Plan Review required by changes, additions or revisions to approved plans*	
per hour, (minimum charge, 1 hour)	\$47.00
Site Plan Review (or Revision) for Residential Standard Plan Submittals, each	\$30.00
Review of Deferred Submittals (submitted after initial plan review), per hour, per submittal	\$47.00
Occupancy Permit (except single-family R-3 and their accessory uses),	
per building or "shell"	\$50.00
Additional for each non-residential improvement	\$50.00
Temporary, Partial or Conditional Certificate of Occupancy	\$100.00
<u>Mechanical Permit Fees:</u>	
Valuation:**	(same as Building Permit Fees above)
<u>Plumbing Permit Fees:</u>	
Valuation:**	(same as Building Permit Fees above)
<u>Electrical Permit Fees:</u>	
Valuation:**	(same as Building Permit Fees above)

CITY OF LOVELAND
SCHEDULE OF RATES, CHARGES AND FEES FOR 2012

Description	2012 Fee
-------------	----------

DEVELOPMENT SERVICES DEPARTMENT (cont'd)

Contractor Licensing:

Class A, B and C	\$125.00
Mechanical and Other Licenses	\$125.00
Plumbing & Electrical	No Charge

Water and Engineering Inspection Fees (Streets & Storm Drainage):

For fees related to Street Inspections, see the Public Works Department (this document) page 22.

For fees related to Storm Drainage Inspections, see the **Schedule of Rates, Charges and Fees for 2009 for the Storm Water Utility**, (a separate document) page 2.

Plat Conversion Service:

Preliminary Major Subdivision Plat Base Fee	\$40.00
Plus, per parcel	\$2.00
Final Major Subdivision Plat Base Fee	\$40.00
Plus, per parcel	\$2.00
Final Minor Subdivision Plat	\$20.00
Final Annexation Map	\$20.00
Boundary Line Adjustment Plat	\$20.00
Lot Merger Plat	\$20.00

Grading Plan Review Fees:

50 Cubic Yards or Less	No Fee
51 to 100 Cubic Yards	\$23.50
101 to 1,000 Cubic Yards	\$37.00
1,001 to 10,000 Cubic Yards	\$49.25
10,001 to 100,000 Cubic Yards, for first 10,000	\$49.25
Plus, for each additional 10,000 or fraction thereof	\$24.50
100,001 to 200,000 Cubic Yards, for first 100,000	\$269.75
Plus, for each additional 10,000 or fraction thereof	\$13.25
200,001 Cubic Yards or More, for first 200,000	\$402.25
Plus, for each additional 10,000 or fraction thereof	\$7.25
Additional Plan Review, required to approve plans, per hour*	\$50.50
(Minimum charge, one-half hour)	

Grading Permit Fees:

50 Cubic Yards or Less	\$23.50
51 to 100 Cubic Yards	\$37.00
101 to 1,000 Cubic Yards, for the first 100	\$37.00
Plus, for each additional 1,000 or fraction thereof	\$17.50
1,001 to 10,000 Cubic Yards, for first 1,000	\$194.50
Plus for each additional 1,000 or fraction thereof	\$14.50
10,001 to 100,000 Cubic Yards, for first 10,000	\$325.00
Plus, for each additional 10,000 or fraction thereof	\$66.00
100,001 Cubic Yards or More, for first 100,000	\$919.00
Plus, for each additional 10,000 or fraction thereof	\$36.50
Inspections, outside of normal business hours, per hour*	\$50.50

CITY OF LOVELAND
SCHEDULE OF RATES, CHARGES AND FEES FOR 2012

Description	2012 Fee
-------------	----------

DEVELOPMENT SERVICES DEPARTMENT (cont'd)

Grading Permit Fees (cont'd):

Re-Inspection Fees, assessed under provisions Section 108.8 of the International Building Code, per hour*	\$50.50
Inspections, for which no fee is specifically indicated, per hour*	\$50.50

Sale of Maps:

Plotted Maps:

City Limits, Subdivision, Zoning - 2000' scale	\$7.50
City Limits, Subdivision, Zoning - 1000' scale	\$30.00
City Features Map	\$30.00

Other Maps:

2020 Transportation Street Plan Map	\$2.00
Current Development Activities Map	\$2.00
Mylar Copies	\$6.00
Aerials - Entire City	\$4.00
Aerials - 1/4 Section	\$5.00
Aerials - Full Section/Quad w/Topographic Lines	\$3.00
Benchmark Map	\$2.50
City Limits, Subdivision, Zoning – 2000' scale	\$2.50
City Limits, Subdivision, Zoning – 1000' scale	\$8.00
Flood Plain maps	\$2.50

Reference Materials:

Alpha/Numeric Index for Subdivision Maps	\$8.00
Development Standards/Specifications for Public Improvements	\$20.00
Street Location Guide	\$5.00

Digital Maps:

Base Street & Feature Layers	\$15.00
City Limit, Subdivision, Zoning, per feature layer	\$15.00

Source Files for Mapping Products:

Parcel Files - 295 tiles	\$1,475.00
Planimetric Files - 204 tiles	\$1,020.00
Utility File	\$1,000.00

* Or total hourly cost to the City, whichever is greatest.

** Minimum square footage costs will be based upon the most recent version of Building Valuation Data as published in the Building Safety Journal by the International Code Council (ICC). Future adjustments to valuation will now occur in conjunction with this publication. A copy of the most current Building Valuation Data is available for viewing at the Building Division.

CITY OF LOVELAND
SCHEDULE OF RATES, CHARGES AND FEES FOR 2012

Description	2012 Fee
-------------	----------

EXECUTIVE & LEGAL DEPARTMENT

MUNICIPAL COURT

Jury Trial, per case	\$100.00
Trial to the Court, per case.....	\$25.00
Plea, per case.....	\$25.00
Court Summons Surcharge	\$10.00
Community Service/Useful Public Service, per case	\$25.00
Warrant Processing Fee, which fee the Municipal Court may waive, reduce or allow payment over time, all within the Court’s discretion, per warrant	\$50.00
Stays of Execution (SOE), which fee the Municipal Court may waive, reduce or allow payment over time, all within the Court’s discretion, on first SOE.....	\$10.00
Plus additional (second & subsequent) SOE payments, each.....	\$3.00
Request for Dismissal of No Proof of Insurance Fee, per request.....	\$15.00-\$20.00
Wedding Fee	\$75.00
Court Administration Fee	\$75.00

LEGAL DEPARTMENT

Metropolitan District Service Plan Review, per plan reviewed.....	\$5,000.00
---	------------

CITY OF LOVELAND
SCHEDULE OF RATES, CHARGES AND FEES FOR 2012

Description	2012 Fee
-------------	----------

FINANCE DEPARTMENT

CITY CLERK

Liquor Occupational Tax:

"A" - Hotel/Restaurant/Brewpub	\$550.00
"B" - Tavern	\$670.00
"C" - Beer & Wine	\$300.00
"D" - Retail Store	\$670.00
"E" - Drug Store	\$670.00
"F" - Club	\$550.00
"G-1" - 3.2% On-Premises	\$300.00
"G-2" - 3.2% Off-Premises	\$550.00
"G-3" - 3.2% On/Off-Premises	\$550.00
"H" - Optional Premises	\$550.00

Administrative Fees:

Alarm System Permit Fee, per year	\$10.00
Motion Picture Shows, per screen, per year	\$50.00
Skating Rink, per year	\$50.00
Miniature Golf, per year	\$25.00
Bowling Alley, per alley	\$10.00
Shooting Gallery, per alley	\$10.00
Billiard Tables, per table	\$50.00
Electronic Games, per game	\$20.00
Short Check Fee, per check	\$20.00
Copies, per copy	\$.15
Tree Trimmer License (new)	\$50.00
Tree Trimmer License (renewal)	\$25.00
Research Fee, per hour	\$35.00

Sexually-Oriented Business:

New Business Application	\$500.00
New Business License, per year	\$50.00
License Renewal, per year	\$50.00
Manager's License, per year	\$25.00
Employee Registration Fee, per employee	\$5.00

Application Fees:

Application, any new license	\$1,000.00
Application, transfer of ownership	\$750.00
Renewal fee (not including fee for particular license, listed below)	\$100.00

License Type:

Arts License	\$41.25
Beer & Wine	\$48.75

CITY OF LOVELAND
SCHEDULE OF RATES, CHARGES AND FEES FOR 2012

Description	2012 Fee
-------------	----------

FINANCE DEPARTMENT (cont'd)

Application Fees (cont'd):

License Type:

Brew Pub	\$75.00
Club \$41.25	
Hotel & Restaurant (w/ or w/out optional premises)	\$75.00
Liquor Licensed Drugstore	\$22.50
Optional Premises	\$75.00
Race Track	\$75.00
Resort Complex	\$75.00
Retail Gaming Tavern	\$75.00
Retail Liquor Store	\$22.50
Tavern	\$75.00
Vintner's Restaurant	\$75.00

Related Fees & Permits:

Art Gallery, Application Fee	\$100.00
Art Gallery, Permit Fee	\$3.75
Change of Location	\$750.00
Change of Trade Name / Corporate Name / LLC Change (per person)	\$100.00
(May also include fees for background investigation)	
Hotel / Tavern, Manager Registration	\$75.00
Late Renewal Fee	\$500.00
Bed & Breakfast Permit	\$25.00

Related Fees & Permits (cont'd):

Mini Bar Permit (With Hotel license, No OAP Contribution)	\$325.00
Special Event Permit (Liquor or 3.2%)	\$100.00
Temporary Transfer Permit.....	\$100.00
Tasting Permit (new)	\$150.00
Tasting Permit (renewal).....	\$25.00
Modification of Premises	\$150.00

REVENUE

Sales Tax License Application Fee.....	\$20.00
Sales Tax License Renewal, per year	\$20.00

CITY OF LOVELAND
SCHEDULE OF RATES, CHARGES AND FEES FOR 2012

Description	2012 Fee
-------------	----------

FIRE DEPARTMENT

Fire Permit Fees (Hazardous Processes, Conditions or Locations):

Bonfire Standby, per event	\$350.00 minimum
Record Retrieval (<i>one hour minimum</i>), per hour	\$35.00
Compressed Gas Facilities, small - single tank dispensing	\$50.00
Compressed Gas Facilities, large - bulk facilities	\$100.00
Explosive or Blasting Permit	\$100.00
Fireworks Retail & Wholesale Sales Permit	\$1,500.00
Fireworks Display Permit	\$200.00
Flammable or Combustible Liquid Tank Removal, per tank	\$100.00
Hazardous Materials Storage/Dispensing/Production	\$100.00
High-Piled Combustible Storage Permit	\$100.00
Hot-Work Operations and Cutting Permit	\$50.00
Open Burning Permit	\$50.00
Special Event Fee - small	\$100.00
Special Event Fee - large	\$200.00
Standby Event Coverage, per hour, per person required	\$40.00
Report Fee	\$5-15.00
School Inspection Fee	\$125.00
School Building Plan Review	\$300.00
Tent & Canopy Permit	\$50.00
Cryogenic Fluid Facility	\$100.00

Fire Inspection Fees:

Sprinkler Installation Inspections:

1-9 Heads:

Per Inspection	\$50.00
Per Re-Inspection	\$50.00

10-99 Heads:

Per Inspection	\$70.00
Per Re-Inspection	\$50.00

100 to 1000 Heads:

Per Inspection	\$95.00
Per Re-Inspection	\$50.00

Additional Inspections for All Sprinkler Systems:

(i.e. 200 lb. test, 2" drain test and inspectors tests), per inspection	\$40.00
---	---------

Alarm & Detection Systems:

Per Inspection (up to 5 devices)	\$50.00
Per Re-Inspection	\$50.00
Per Inspections (6 - 30 devices)	\$70.00
Per Re-Inspection	\$50.00
Per Inspection (over 30 devices)	\$95.00
Per Re-Inspection	\$50.00

CITY OF LOVELAND
SCHEDULE OF RATES, CHARGES AND FEES FOR 2012

Description	2012 Fee
FIRE DEPARTMENT (cont'd)	
<u>Fire Inspection Fees (cont'd):</u>	
<u>Hood & Duct Extinguishing Systems:</u>	
Per Inspection	\$50.00
Per Re-Inspection	\$50.00
<u>Paint Booth Extinguishing Systems:</u>	
Per Inspection	\$50.00
Per Re-Inspection	\$50.00
<u>Paint Booth Using Combustible or Flammable Liquids:</u>	
Per Inspection	\$50.00
Per Re-Inspection	\$50.00
<u>Dip Tank Operations Using Combustible/Flammable Liquids Installation:</u>	
Per Inspection.....	\$50.00
Per Re-Inspection	\$50.00
<u>LPG or Natural Gas Facilities Inspection:</u>	
Per Inspection	\$100.00
Per Re-Inspection.....	\$100.00
<u>Combustible Dust-Producing Operations Inspection:</u>	
Per Inspection	\$100.00
Per Re-Inspection.....	\$100.00
<u>Spray and Dipping Operations Inspection:</u>	
Per Inspection	\$100.00
Per Re-Inspection.....	\$100.00
<u>Other Special Extinguishing Systems:</u>	
Per Inspection.....	\$50.00
Per Re-Inspection.....	\$50.00
<u>Standpipe Systems:</u>	
Per Inspection	\$50.00
Per Re-Inspection.....	\$50.00
<u>Halon Extinguishing Systems:</u>	
Per Inspection.....	\$50.00
Per Re-Inspection.....	\$50.00
<u>Fuel Dispensing Facilities & Transfer Equipment:</u>	
Per Inspection.....	\$50.00
Per Re-Inspection.....	\$50.00
<u>Flammable or Combustible Tank:</u>	
Per Inspection.....	\$50.00
Per Re-Inspection.....	\$50.00
<u>After Hours Inspection (minimum 2 hours):</u>	
Per Inspection, per hour	\$75.00
Per Inspection (holiday or holiday weekend), per hour	\$150.00
<u>Special Events Fee:</u>	
Firefighter, per hour	\$40.00

CITY OF LOVELAND
SCHEDULE OF RATES, CHARGES AND FEES FOR 2012

Description	2012 Fee
-------------	----------

LOVELAND PUBLIC LIBRARY

Copy on Microfilm Machines	\$.10
Photocopies, black and white, per page	\$.10
Photocopies, color, per page	\$.75
Floppy Disk.....	\$0.50
Blank Compact Disk.....	\$1.00
Processing Fee, per item	\$10.00
Deposit for Temporary Users, per item	\$20.00
Maximum Fine Accrual Before Suspension.....	\$50.00
Rebinding Damaged Books	\$14.95
Inside Spine Damaged & Mendable	\$2.00
Repairs to Cover Needing Bindery Tape	\$5.00
Torn or Marked Pages, per page	\$.50
Pages Completely Out But Mendable, per page	\$1.00
Stitching Torn & Mendable	\$1.00
Replacement of Damaged Book Jacket, per book	\$2.00
Zip-Lock Bags for Cassette Kits, for pamphlet and picture envelopes	\$.30
Late Materials, per day	\$.20
Replacement of Library Card, per card.....	\$2.00
Water-Damaged Books, per page up to 4, maximum fine, replacement cost plus processing fee).....	\$.50
Barcode Replacement	\$.15
Missing Liner Notes & Lyric Sheets	\$1.00
Replacement of Cassette Boxes.....	\$.50
<u>Replacement of Cassette Cases:</u>	
Holds 1 Cassette.....	\$5.00
Holds 2 Cassettes	\$5.00
Holds 3 Cassettes	\$5.00
Holds 4 Cassettes	\$5.00
Holds 6 Cassettes	\$5.00
Holds 8 Cassettes	\$5.00
Holds 12 Cassettes	\$5.00
Holds 16-24 Cassettes.....	\$5.00
<u>Replacement of Cassette Cases, with pockets:</u>	
Holds 1 Cassette.....	\$5.00
Holds 4 Cassettes	\$5.00
Holds 6 Cassettes	\$5.00
Holds 8 Cassettes	\$5.00
Holds 12 Cassettes	\$5.00
Holds 16-24 Cassettes.....	\$5.00

CITY OF LOVELAND
SCHEDULE OF RATES, CHARGES AND FEES FOR 2012

Description	2012 Fee
(LOVELAND PUBLIC LIBRARY (cont'd))	
<u>Replacement of Video Boxes</u>	
Holds 1 Video	\$5.00
Holds 2 Videos.....	\$5.00
Holds Multiple Tapes.....	\$5.00
<u>Replacement of Over-Sized Video Cases</u>	
Holds 1 Video, w/booklet	\$5.00
Holds 2 Videos, w/booklet.....	\$5.00
Holds 4 Videos, w/booklet.....	\$5.00
Holds 4 Videos.....	\$5.00
<u>Replacement of DVD Cases:</u>	
Holds 1 DVD	\$5.00
Holds 2 DVDs.....	\$5.00
Holds 3 DVDs.....	\$5.00
Holds 4 DVDs.....	\$5.00
Holds 6 DVDs.....	\$5.00
Holds 8-10 DVDs	\$7.00
<u>Replacement of Compact Disk Case:</u>	
Holds 1 CD	\$3.00
Holds 2 CDs.....	\$3.00
Holds 4 CDs.....	\$3.00
Holds 6 or more CDs	\$10.00
Pouches, each.....	\$1.00
<u>Replacement of Lost Items:</u>	
Actual cost in database, or	
Periodicals.....	\$6.00
Paperbacks	\$8.00
City Council Video Tapes.....	\$10.00
All Other Items	\$30.00
Collection Agency Fee, per account submitted	\$20.00
Quick Reads Book Rental Fee, per title.....	\$1.00
Temporary Internet Use Library Card Fee.....	\$2.00
Book Club Kit Tags	\$1.00
Flash Drives	\$3.00
RFID Tag	\$0.25

**CITY OF LOVELAND
SCHEDULE OF RATES, CHARGES AND FEES FOR 2012**

Description	2012 Fee
-------------	----------

PARKS & RECREATION DEPARTMENT

OUTDOOR AQUATICS

Daily Admission – Winona Pool:

Toddler (3-5).....	\$1.75
Youth (6-17).....	\$2.75
Adult (18+).....	\$3.50
Senior (62+).....	\$3.00

Low Income Daily Admission - Winona Pool:

Toddler (3-5).....	\$1.25
Youth (6-17).....	\$1.75
Adult (18+).....	\$2.75
Senior (62+).....	\$2.25

Punch Passes (30 admissions) – Winona Pool:

Toddler (3-5).....	\$45.00
Youth (6-17).....	\$70.00
Adult (18+).....	\$85.00
Senior (62+).....	\$75.00

Winona Swimming Programs##..... \$10.00-\$110.00

Winona Pool Rental:**..... \$90.00-\$275.00

Fee calculation varies for each class based on type, length and instructor cost.

** The actual fee charged is based on group size and any special accommodations.

HATFIELD CHILSON RECREATION CENTER

Daily Ticket:

Toddler (3-5).....	\$2.00
Youth/Senior Matinee.....	\$3.00
Adult.....	\$4.50
Senior (62+).....	\$3.25
Senior Matinee.....	\$3.00

Punch Passes (10 admissions):

Toddler (3-5).....	\$20.00
Youth/Senior Matinee.....	\$30.00
Adult.....	\$45.00
Senior (62+).....	\$32.50
Senior Matinee.....	\$30.00

Low Income Daily:

Toddler (3-5).....	\$1.50
Youth.....	\$2.00
Adult.....	\$3.25
Senior (62+).....	\$2.50

**CITY OF LOVELAND
SCHEDULE OF RATES, CHARGES AND FEES FOR 2012**

Description	2012 Fee
-------------	----------

HATFIELD CHILSON RECREATION CENTER (cont'd)

Resident Passes:

Extended Use Passes:

3-Month Extended Use Pass:

Youth.....	\$81.50
Adult	\$148.50
Senior	\$84.50
Family	\$214.50

6-Month Extended Use Pass:

Youth.....	\$140.00
Adult	\$265.00
Senior	\$157.00
Family	\$382.00

1 Year Extended Use Pass:

Youth.....	\$248.00
Adult	\$465.00
Senior	\$260.00
Family	\$683.00

Non-Resident

Extended Use Passes:

6-Month Extended Use Pass:

Youth.....	\$163.00
Adult	\$297.00
Senior	\$169.00
Family	\$429.00

1 Year Extended Use Pass:

Youth.....	\$278.00
Adult	\$520.00
Senior	\$291.00
Family	\$768.00

Chilson Classes##	\$10.00-\$400.00
Facility Rentals (2 hours)**	\$20.00-\$375.00
Additional Time##	\$20.00-\$150.00
Daycare, per visit	\$1.75

ADULT ATHLETICS

Adult Athletic Fees	\$10.00-\$600.00
Annual Card Fee	\$20.00-\$25.00

YOUTH ATHLETICS

Youth Athletics/Tennis/Field/Court Rental	\$12.00-\$120.00
---	------------------

CITY OF LOVELAND
SCHEDULE OF RATES, CHARGES AND FEES FOR 2012

Description	2012 Fee
BATTING CAGES	
Batting Cages (for 15-25 balls).....	\$1.00-\$2.00
1 Hour Cage Rental.....	\$26.00-\$30.00
1 Hour Cage Rental Plus 1 Hour Field Rental.....	\$34.00
RECREATION PROGRAMS	
Recreation Program Fees###.....	\$.00-\$500.00
Brochure Ads, based on advertisement size.....	\$.00-\$600.00
Program Cancellation Fee.....	\$.5.00
SPECIAL RECREATION SERVICES	
Senior Program Fees###.....	\$.00-\$250.00
Adaptive Recreation Program Fees.....	\$.00-\$250.00
<i>## Fee calculation varies for each class based on type, length and instructor cost.</i>	
PARKS	
<u>Field Use & Prep:</u>	
Practice/Ball Field, per field, per hour.....	\$10.00-\$15.00
Game Field Prep & Use, per field.....	\$25.00-\$150.00
Field Rental, per day.....	\$100.00-\$150.00
Championship Field, per hour.....	\$30.00-\$45.00
Championship Field, per day.....	\$300.00-\$450.00
Lights, per hour.....	\$5.00-\$15.00
Field Supervisor, per hour.....	\$13.00-\$20.00
Facility Clean-Up Deposit.....	\$300.00
LSP Special Events/Rentals.....	\$50.00-\$1,000.00
Tennis Court Rentals, per hour, per court.....	\$3.50
Commercial Tennis Court Fee, per hour.....	\$12.00
Court Rentals (basketball & volleyball), per hour.....	\$10.00-\$15.00
In-Line Rink Rental, per hour.....	\$30.00-\$110.00
Site Impact/Set-Up Fee.....	\$25.00-\$500.00
Alcohol Beverage Permit.....	\$30.00
Cancellation/Transfer Fee.....	\$10.00-\$50.00
CEMETERY	
<u>Opening/Closing:</u>	
Regular.....	\$975.00
Cremaains.....	\$400.00
Non-Resident Infant.....	\$400.00
<u>After Normal Hours:</u>	
Regular.....	\$400.00
Cremaains.....	\$400.00
<u>Lot Sales:</u>	
Adult.....	\$1,500
Cremaains.....	\$300.00-\$350.00
Foundations.....	\$125.00

CITY OF LOVELAND
SCHEDULE OF RATES, CHARGES AND FEES FOR 2012

Description	2012 Fee
--------------------	-----------------

CEMETERY (cont'd)

Disinterment.....	\$300.00-\$1,495.00
Flat Markers, based on size of marker	\$150.00-\$175.00
Vase Setting	\$50.00

Credit Card Transactions:

Recording Fee	\$50.00
Records Processing Fee	\$1.00-\$10.00
Inspections/Finder's Fee.....	\$50.00

Cemetery Perpetual Care Fund

Columbarium-Double-Loveland.....	\$50.00
----------------------------------	---------

PARK IMPROVEMENT

City Park Shelter Fee**	\$50.00-\$500.00
Site Impact/Set-Up Fee**	\$25.00-\$500.00
Alcohol Beverage Permit.....	\$30.00
Cancellation/Transfer Fee.....	\$10.00

***The calculation varies by group size and any special accommodations.*

GOLF

OLDE COURSE AT LOVELAND

Green Fees:

9-Hole Green Fee	\$18.00
18-Hole Green Fee	\$32.00
Twilight 9 Hole Greens Fee	\$13.00
Twilight 18 hole Greens Fee	\$26.00
Punch Pass (20/9 or 10/18) – resident/non-resident	\$256.00
Winter Rate 9-Hole (November 15-March 15).....	\$12.00-\$14.00
Winter Rate 18-Hole (November 15-March 15).....	\$22.00-\$26.00
Visiting High School Fee, per 9 holes	\$5.00
Annual Pass User Fee, per 9 holes.....	\$3.00
R2J School User Fee, per 9 holes	\$3.00

Youth Play:

9-Hole Youth Play	\$9.00
18-Hole Youth Play	\$16.00

Carts:

Private Cart Permit.....	\$300.00
9-Hole Private Cart Rental (w/o permit).....	\$10.00
18-Hole Private Cart Rental (w/o permit).....	\$16.00
9-Hole Cart Rental, Single rider	\$11.00
18-Hole Cart Rental, Single Rider	\$16.00

CITY OF LOVELAND
SCHEDULE OF RATES, CHARGES AND FEES FOR 2012

Description	2012 Fee
--------------------	-----------------

OLDE COURSE AT LOVELAND (cont'd)

Carts (cont'd):

Cart Punch Pass - Monday - Friday Noon	\$112.00
Cart Punch Pass - Full Week	\$128.00

Driving Range:

Range Balls:

Small, per container	\$4.00
Large, per container	\$8.00
Jumbo, per container	\$12.00
Range Pass	\$64.00
Range Lesson	\$10.00
Special Promotions	\$38.00
Double-Double.....	\$90.00
Mini-Round.....	\$6.00
Executive Women’s Golf Association (EWGA) 18Hole Golf.....	\$26.00

Tournaments:

Saturday-Sunday.....	\$10.00
Monday-Friday	\$5.00
Pre-Reserved Start	\$5.00

Employee & Visiting Affiliation Golf (M-F Only) - New Category

9 Hole Employee Golf	\$7.00
18 Hole Employee Golf	\$13.00
9 Hole Employee Cart.....	\$5.00
18 Hole Employee Cart.....	\$8.00
Range Balls	\$2.00

CATTAIL CREEK

Greens Fees:

Youth/Seniors Monday - Friday Green Fee.....	\$8.00
Youth/Senior Add-On	\$6.00
9-Hole Green Fee.....	\$11.00
Add-On Green Fee.....	\$8.00
Twi-Lite (after 6 p.m.)	\$7.00
10 Punch Pass (Cattail Creek only)	\$88.00
Youth Play Day Punch Pass (10 Rounds).....	\$56.00
Senior/Youth Punch Pass.....	\$64.00
Winter Rate 9-Hole (November 15 – March 15).....	\$7.00-\$8.00

Carts:

9-Hole Cart Rental, Single Rider.....	\$8.00
9-Hole Cart Rental, 2 Riders.....	\$10.00
Cart Add-On, 2 Riders	\$8.00
Cart Punch Pass (10 round).....	\$80.00
Annual Pass User Fee, per 9 holes.....	\$3.00

CITY OF LOVELAND
SCHEDULE OF RATES, CHARGES AND FEES FOR 2012

Description	2012 Fee
-------------	----------

CATTAIL CREEK (cont'd)

R2J User Fee, per 9 holes	\$3.00
Visiting High School Fee, per 9 holes	\$5.00

Driving Range:

Range Balls:

Small, per container	\$4.00
Large, per container	\$8.00
Jumbo, per container	\$12.00
Range Pass	\$64.00
Range Lesson/Open	\$10.00
Youth Group Range/R2J School District.....	\$4.00
Tournament/Pre-reserved.....	\$2.00
Youth Special	\$7.00
9 Hole Employee Golf	\$4.00
9 Hole Employee Cart.....	\$5.00
Employee Range Balls.....	\$2.00

MARIANA BUTTE

Greens Fees:

9-Hole Green Fee.....	\$22.00
18-Hole Green Fee.....	\$42.00
Punch Pass (20/9 or 10/18) – resident, non-resident.....	\$336.00
Twi-Lite 9 Hole Greens Fee	\$17.00
Twi-Lite 18 hole Greens Fee	\$34.00
Winter Rate 9-Hole (November 15-March 15).....	\$16.00-\$18.00
Winter Rate 18-Hole (November 15-March 15).....	\$28.00-\$34.00
Annual Pass User Fee, per 9 holes.....	\$3.00
Visiting High School, User Fee	\$5.00
Youth Play (M-F, Jr. Golf Program)	
9 Hole, Youth Play	\$11.00
18 Hole, Youth Play.....	\$21.00

Carts:

Private per Use 9-Hole (w/o permit).....	\$10.00
Private per Use 18-Hole (w/o permit).....	\$16.00
9-Hole Cart Rental, Single Rider	\$11.00
18-Hole Cart Rental, Single Rider	\$16.00
Cart Punch Pass Full Week.....	\$128.00
Private Cart Permit.....	\$750.00

Driving Range:

Range Balls:

Small, per container	\$4.00
Large, per container	\$8.00
Jumbo, per container	\$12.00
Range Pass	\$64.00

CITY OF LOVELAND
SCHEDULE OF RATES, CHARGES AND FEES FOR 2012

Description	2012 Fee
-------------	----------

MARIANA BUTTE (cont'd)

Driving Range (cont'd):

Range Lesson	\$10.00
Open Range	\$3.00

Tournaments:

Saturday-Sunday	\$10.00
Monday-Friday	\$5.00
Special Promotions	\$46.00
Double-Double	\$90.00
City Championship	\$46.00
Dept. Youth Charity	\$22.00
Pre-Reserved Start	\$5.00

Employee & Visiting Affiliation Golf (M-Thur Only)

9 Hole Employee Golf	\$8.00
18 Hole Employee Golf	\$16.00
9 Hole Cart	\$5.00
18 Hole Cart	\$8.00
Range Balls	\$2.00

Pro Shop:

Lessons/Clubfitting	\$30.00-\$180.00
Pull Cart/Club Rental	\$3.00-\$40.00
Handicap Service	\$3.00-\$7.00

Tournaments:

Handling Fees	\$2.00-\$10.00
Pro Shop Merchandise Fee	\$5.00-\$10.00
Open Range	\$2.00-\$5.00
Vision Perfect Scorecard	\$3.00-\$5.00
Tournament Package	\$55.00-\$100.00
Pro Shop Merchandise Sales, Cost + %	10%-300%
Advertisement (signs, carts, GPS)	\$100.00-\$15,000.00

MULTIPLE COURSES

2-Course Fees:

Olde Course/Cattail Creek, Full Week - Individual	\$550.00
Olde Course/Cattail Creek, Full Week - Youth	\$225.00
Olde Course/Cattail Creek, Monday - Friday Noon - Individual	\$410.00
Olde Course/Cattail Creek, Monday – Thursday (after 1pm) - Individual	\$150.00
Olde Course/Cattail Creek, Monday -- Thursday - Individual	\$275.00

3-Course Fees:

Olde Course/Cattail Creek/Mariana Butte, Full Week - Individual	\$835.00
Olde Course/Cattail Creek/Mariana Butte, Full Week - Youth	\$300.00
Olde Course/Cattail Creek/Mariana Butte, Monday - Friday Noon - Individual	\$660.00

CITY OF LOVELAND
SCHEDULE OF RATES, CHARGES AND FEES FOR 2012

Description	2012 Fee
--------------------	-----------------

PERPETUAL CARE

Regular	\$650.00
Cremains	\$300.00-\$600.00
<u>Columbarium Niches:</u>	
Loveland - Double	\$1,950.00
Lakeside - Single.....	\$1,250.00
Lakeside - Double.....	\$1,950.00

FACILITIES

Hammond Amphitheater (North Lake):

Deposit	\$50.00
Use Fee.....	\$75.00

CITY OF LOVELAND
SCHEDULE OF RATES, CHARGES AND FEES FOR 2012

Description	2012 Fee
-------------	----------

POLICE DEPARTMENT

Police Records:

Copies of Reports & Calls for Service:

Twenty-first Page & Over, base charge	\$5.00
Plus Twenty-first Page & Over, per page	\$.25
Certified Copy of Record, copy cost plus	\$2.00
Criminal History, per name checked	\$3.00
CD/DVD (photos, dispatch recordings, video)	\$10.00
Finger Printing Fee	\$25.00

Record Special Search Fee:

First Hour, copy cost plus	\$20.00
Each Additional half hour, copy cost plus	\$10.00

Special Events Fee:

Officers, per hour	\$43.00
Supervisor, per hour	\$48.00

Warrant Surcharge, each

	\$60.00
--	---------

Beer Keg ID Tags:

Removing a Beer Keg ID Tag	\$100.00
Damaging a Beer Keg ID Tag	\$50.00

CITY OF LOVELAND
SCHEDULE OF RATES, CHARGES AND FEES FOR 2012

Description	2012 Fee
-------------	----------

PUBLIC WORKS DEPARTMENT

ENGINEERING

Waste Hauler License Fee:

Annual Fee, per truck..... \$100.00

Street Cut:

Minor Right-of-Way Permit Fee (minimal traffic control, ex: residential driveway cuts,\$50.00
 shoulder work). Work with minimal impact to traffic on public right of ways.

Major Right-of-Way Permit Fee (major traffic control, ex: arterial lane closures\$300.00
 and/or detours). This work or event may cause the need for street closures and/or detours.

Open Cut, streets older than 5 years, per sq ft\$2.50

Open Cut, streets newer than 5 years, per sq ft.....\$7.50

Fees for Inspection of Streets:

Single Family Unit.....\$150.00

Duplex Unit\$50.00

Multi-Family Unit\$25.00

All Other Buildings.....\$150.00

Plus charge per acre for lots over 2 acres\$50.00

Street Maintenance Fee:

Residential, per dwelling unit\$1.67

Industrial, per acre\$18.54

High Traffic Retail, per acre\$185.34

Retail, per acre\$72.83

Miscellaneous Retail.....\$47.35

Office, per acre.....\$24.05

Institution, per acre\$24.05

FACILITIES MANAGEMENT

Pulliam Community Building:

Community Room:

Deposit\$300.00

Use fee, nonprofit rate.....\$30.00

Use fee, all others.....\$45.00

Meeting Rooms #1 or #2:

Deposit\$50.00

Use fee, nonprofit rate.....\$25.00

Use fee, all others.....\$40.00

Auditorium:

Deposit\$100.00

Use Fee:

2 hours, nonprofit.....\$70.00

2 hours, all others.....\$120.00

Over 2 hours, nonprofit.....\$180.00

Over 2 hours, all others.....\$230.00

**CITY OF LOVELAND
SCHEDULE OF RATES, CHARGES AND FEES FOR 2012**

Description	2012 Fee
-------------	----------

FACILITIES MANAGEMENT (cont'd)

Gertrude B. Scott (Library Multipurpose) Room:

Deposit	\$150.00
Use fee, nonprofit rate.....	\$25.00
Use fee, all others.....	\$40.00

Erion Foundation Community Room:

Deposit	\$150.00
Use fee, nonprofit rate.....	\$25.00
Use fee, all others.....	\$40.00

Foote Lagoon Amphitheater (Civic Center Plaza):

Deposit	\$150.00
Use fee, nonprofit rate.....	\$70.00
Use fee, all others.....	\$110.00

Concession-vending machines, % of net sales..... 15%

Cancellations must be made in writing 7 days or more prior to the reservation date and will be subject to a \$10 cancellation fee with the remainder of the use fee returned, plus the deposit returned. If the cancellation is less than 7 days before the event, the City will keep 100% of the use fee, but, will return the deposit.

TRANSIT FARES:

Fixed Route:

Adult (19-59):

Single Ride.....	\$1.25
10 day Pass.....	\$12.50
20 day Pass.....	\$22.50
Monthly Pass.....	\$30.00
Annual Pass.....	\$180.00

Youth (6-18):

Single Ride.....	\$.50
Annual Pass.....	\$25.00

Seniors and ADA:

Single Ride	\$.60
Annual Pass	\$25.00

Paratransit:

Single Ride.....	\$2.00
------------------	--------

Low Income Fixed Route Fares:

Adult (19-59):

Single Ride.....	\$.60
------------------	-------

Low Income Paratransit Fares:

Single Ride.....	\$1.00
------------------	--------

Tokens: (An in-kind donation to United Way participating agencies)

25 Tokens, for any agency (full fare).....	\$31.25
25 Tokens, for internal City groups	\$15.00

CITY OF LOVELAND
SCHEDULE OF RATES, CHARGES AND FEES FOR 2012

Description	2012 Fee
--------------------	-----------------

TRANSIT (cont'd)

Business Investment Pass:

Purchased in groups of 50, per pass	\$50.00
For businesses with less than 50 employees, per employee	\$50.00

NOTE: All annual passes shall be valid for one year from the date of purchase. Medicare card holders are eligible for half fare on the fixed route system by showing their card at the time of boarding; this does not apply to paratransit.

SOLID WASTE

Single Family Residential:

Mandatory Monthly Recycling Fee – single-family, duplex, triplex units, with yards	\$4.50
Mandatory Monthly Recycling Fee – town-home and mobile-home units, without yards	\$4.50
Single Family Monthly Yardwaste Fee	\$2.75
32-Gallon Trash Tags, each	\$1.50
17-Gallon Trash Carts, per month	\$2.75
32-Gallon Trash Carts, per month	\$5.50
64-Gallon Trash Carts, per month	\$11.00
96-Gallon Trash Carts, per month	\$16.50
96-Gallon Yard Debris Carts, per month	\$7.50
Cart Pick-Up/Washing	\$10.00

Multi-Family Residential:

Monthly Fee, if paid by tenant, per month	\$11.00
---	---------

<u>Monthly Fee, if paid by landlord:</u>	<u>@ 2-Yard:</u>	<u>@ 3-Yard:</u>
One dumpster once/week	\$50.00	\$60.00
Each additional dumpster	\$25.00	\$30.00
One dumpster twice/week	\$70.00	\$90.00
Each additional dumpster	\$35.00	\$45.00
One dumpster three times/week	\$100.00	\$120.00
Each additional dumpster	\$50.00	\$60.00
One dumpster four times/week	\$130.00	\$150.00
Each additional dumpster	\$65.00	\$75.00
One dumpster five times/week	\$160.00	\$180.00
Each additional dumpster	\$80.00	\$90.00

Monthly Fee, if paid by landlord (cont'd):

Dumpster Overages/Excess, per cubic yard	\$15.00
--	---------

Other Services:

2-Yard Dumpster Rental, per empty	\$45.00
3-Yard Dumpster Rental, per empty	\$60.00
10-Yard Roll-Off Box Rental, per empty	\$160.00
20-Yard Roll-Off Box Rental, per empty	\$260.00
30-Yard Roll-Off Box Rental, per empty	\$310.00
Loose Refuse/Rubbish Curbside Collection Service, per cubic yard	\$24.00
Refuse Exemption Administrative Fee, per event	\$6.00
Mosquito Control Services, per month	\$0.80

FIRST READING October 4, 2011

SECOND READING _____

RESOLUTION #R-63-2011

A RESOLUTION ADOPTING THE 2012 SCHEDULE OF RATES, CHARGES, AND FEES FOR SERVICES PROVIDED BY THE STORMWATER ENTERPRISE OF THE CITY OF LOVELAND AND SUPERSEDING ALL PRIOR RESOLUTIONS ESTABLISHING SUCH RATES, CHARGES, AND FEES

WHEREAS, the Loveland Municipal Charter and Code provide that all utility rates, charges, and fees of the City shall be set by resolution upon two readings of the City Council; and

WHEREAS, the City Council last set the rates, charges, and fees for services provided by the City's Stormwater Enterprise in Resolution #R-52-2010; and

WHEREAS, the City Council periodically adjusts the rates, charges, and fees for services provided by the City's Stormwater Enterprise to more accurately reflect the cost of providing such services to the customers; and

WHEREAS, City staff has presented to the City Council a revised "Schedule of Rates, Charges, and Fees," a copy of which is attached hereto as Exhibit A and incorporated herein by reference ("Schedule of Rates, Charges, and Fees").

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

Section 1. That the Schedule of Rates, Charges, and Fees, attached hereto as Exhibit A, is hereby adopted for services provided by the Stormwater Enterprise of the City of Loveland and shall apply to all billings mailed on or after January 1, 2012.

Section 2. That this Resolution shall supersede in all respects all previous resolutions of the City Council which set the rates, charges, and fees now being set, including those set in Resolution #R-52-2010, for all billings mailed on or after January 1, 2012.

Section 3. That notwithstanding the foregoing, the rates, charges, and fees set in Resolution #R-52-2010 shall continue in full force and effect from the date of this Resolution until they are superseded on January 1, 2012 as provided herein.

Section 4. That this Resolution shall be effective as of the date of its adoption on second reading as provided in the Loveland Municipal Code.

ADOPTED this ____ day of October, 2011.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



Assistant City Attorney

Exhibit A

City of Loveland, Colorado

Schedule of Rates, Charges and Fees for the Storm Water Utility

Effective January 1, 2012

STORM WATER UTILITY – Fund 43

“Monthly fee” means the fee imposed upon a customer for a utility billing cycle, whether or not such cycle is a calendar month.

“Unit” means a lot, tract, or parcel of land containing an impervious surface.

“Unit size” means the area of a unit as shown on the subdivision or annexation map creating the unit. In the case of two-family and multiple-family dwellings on a single unit, unit size shall be the lot, tract or parcel size divided by the number of dwellings. In the case of multiple industrial, institutional, and commercial uses on a single lot, tract or parcel, unit size shall be the lot, tract or parcel; unit size shall be the lot, tract or parcel size pro-rated among the multiple uses in the same proportions as their building floor areas and related outdoor impervious surfaces bear to each other. Outdoor impervious surfaces used in common by such multiple users shall be prorated in the same proportions as the building floor areas and related outdoor impervious surfaces bear to each other.

There shall be excluded from the unit size for all residential units over one acre that portion of any residential unit in excess of two times the total impervious surface.

“Commercial unit” means any unit devoted to any commercial purpose or any other purpose not included within the definitions of industrial unit, institutional unit or residential unit.

“Industrial unit” means any unit devoted primarily to manufacturing, processing, assembly or storage of tangible personal property, research facilities, experimental or testing laboratories, warehouses, distribution and wholesale uses, utility service facilities, aircraft hangars and repair facilities for aircraft, and caretaker's quarters and other accessory buildings reasonably required for maintenance or security of the uses set out in this section.

“Institutional unit” means any unit devoted primarily to schools, hospitals, churches, libraries, and similar public and quasi-public uses.

“Residential unit” means any unit devoted primarily to one-family, two-family or multiple-family dwellings, as such terms are defined in Chapter 18.04 of the Loveland Municipal Code.

STORM WATER UTILITY

Inspection of Storm Drainage Improvements:

Single Family Unit	\$75.00
Duplex Unit	\$50.00
Multi-Family Unit	\$25.00
All other Buildings	\$150.00
Plus \$50 per acre for lots over two (2) acres, per acre	\$50.00

Storm Water Fee:

<u>Residential Lot Size (square feet)</u>	
Less than 3999	\$4.61
4000-5999	\$5.75
6000-7999	\$8.30
8000-9999	\$10.39
Greater than 9999	\$11.53
<u>Non-Residential, per acre</u>	
Commercial	\$62.97
Industrial	\$52.66
Institutional	\$24.80

Adjustments to monthly fee: A non-residential customer may request an adjustment to the regular fee by one of the following methods, in order to allow for less impervious surface than the average for the class of use (Method A) or for on-site detention facilities (Method B). The two methods are not cumulative, and only the method resulting in the lower fee shall be used.

Method A: The fee shall be one-half of the regular fee, plus one-half of the regular fee multiplied by the percent of impervious area multiplied by the class factor. The Commercial class factor is 1.11, the Industrial class factor is 1.174, and the Institutional class factor is 2.49.

Method B: The fee shall be one-half of the regular fee, plus one-half of the regular fee multiplied by the ratio of the storm water runoff rate calculated to result after construction of detention facilities to the storm water runoff rate which would occur in the absence of detention facilities.

Administration: The City Manager or his designee shall implement the provisions of this resolution, and shall have full authority to consider and decide all adjustments to fees.

The fees imposed herein shall be billed in arrears.

Storm Water System Impact Fee:

High Density – more than 11 units per acre	\$3,000.00
Medium Density – more than 6 and up to 11 dwellings per acre	\$2,740.00
Low Density – more than 1 and up to 6 dwelling units per acre	\$2,480.00
Estate – up to 1 dwelling unit per acre	\$537.00
Commercial, per acre	\$4,920.00
Industrial, per acre	\$4,630.00
Institution, per acre	\$2,170.00

ATTACHMENT 2

STAFF REPORT

MEETING DATE: October 4, 2011

SUBMITTED BY: Jim Lees, Utility Accounting Manager
Steve Adams, Director, Water and Power

SUBJECT: 2012 Proposed Schedule of Rates, Charges and Fees for the Water and Power Utilities

Overview

A 5.6% rate increase is proposed for the Power Utility. Platte River Power Authority (PRPA) is planning on a 6.1% wholesale power rate increase, which, if passed through to customers, would generate a 4.6% retail rate increase. The additional 1% increase is to cover an increase in the Payment-In-Lieu-Of-Taxes (PILT), which is proposed to increase from 6% of sales to 7% for all three of the utilities in 2012. A proposal to change to seasonal electric rates is also recommended for 2012. An across-the-board rate increase of 6.0% is proposed for the Water Utility. 1% of this increase is the ongoing annual request to generating funding for future needs of the Raw Water Program. Another 1% is to cover the increase in the PILT, as mentioned above. The other 4.0% is to fund capital projects both at the Water Treatment Plant and for the distribution system to address aging infrastructure and improve reliability and redundancy. The System Impact Fees (SIF) for Water and Wastewater, and the Plant Investment Fee (PIF) for Power are recalculated annually, so the new SIFs and PIF are included with this update.

ELECTRIC RATE INCREASE

Due to a wholesale power rate increase, a 4.6% rate increase is being proposed in 2012 for the Power Utility. The rate increase will vary by customer class, depending on each class's usage characteristics. PRPA, the City's wholesale power supplier, has approved a 6.1% increase in its wholesale power rates for 2012. According to PRPA's Strategic Financial Plan, this is the fifth of six consecutive years of proposed wholesale power rate increases, totaling 31.3% over the six year period. PRPA cites the following factors as the primary driving forces behind the need for the rate increases:

- Declining surplus sales revenues – due to decreasing wholesale energy prices in the region and less surplus energy available to sell

- Increased operating and maintenance costs – Rawhide Unit 1 scheduled for major maintenance in 2012 and coal costs increasing
- Increased financing and depreciation costs as new transmission projects are placed into service
- Reduced interest income – due to lower interest rates and lower cash reserves

In addition to the wholesale power rate increase, a 1% rate increase is proposed to cover the increase in the PILT, which was referenced above and is discussed in more detail below.

A 5.6% rate increase is projected to generate \$2,290,000 of additional revenue. The revenue increase is projected to be offset entirely by corresponding increases in purchased power and PILT expenses. The Power Utility will see no increase in net income, and the General Fund will realize higher revenues of \$609,000 through the increased PILT.

Seasonal Electric Rates

A memo discussing the proposed implementation of seasonal electric rates for 2012 that was sent to the City Manager in early September is attached at the end of this memo. A table showing the proposed seasonal rate structure for 2012 is shown below:

SUMMARY OF KEY CHANGES

	2011	Jan.-June, Oct.-Dec. Proposed 2012	July-Sept. Proposed 2012
ELECTRIC			
Residential:			
Base Charge (per month)	\$6.89	\$7.89	\$7.89
Consumption Charge (per kWh including PILT)	\$0.06926	\$0.07052	\$0.07498
Small General Service:			
Base Charge (per month)	\$10.75	\$12.25	\$12.25
Consumption Charge (per kWh including PILT)	\$0.06685	\$0.07036	\$0.07302
Large General Service:			
Base Charge (per month)	\$57.68	\$63.50	\$63.50
Consumption Charge (per kWh including PILT)	\$0.03295	\$0.03740	\$0.03820
Demand Charge (per kW)	\$10.49	\$9.99	\$10.49
Primary Service (with Customer-owned Transformer):			
Base Charge (per month)	\$65.00	\$75.00	\$75.00
Consumption Charge (per kWh including PILT)	\$0.03225	\$0.03560	\$0.03732
Demand Charge (per kW)	\$9.49	\$8.99	\$9.49

Based on the usage characteristics of each customer class and a recent update that was done to our 2008 electric cost-of-service study, the rate increases vary by customer class. These increases in the base, consumption and demand charges would generate the following average increases by rate class:

RATE CLASS:	% Increase
Residential	4.94%
Small General Service	6.79%
Large General Service	6.09%
Primary Service (with Customer-owned Transformer)	6.01%

If approved, the 5.6% rate increase would result in an average monthly increase of \$2.72 for a typical residential customer, an average monthly increase of \$9.84 for a typical small general (commercial) customer and an average monthly increase of \$222.36 for a typical large general (large commercial or industrial) customer.

WATER RATE INCREASE

A 6.0% rate increase is proposed in 2012 for the Water Utility. 1% of this increase is the ongoing annual request to generate funding for future needs of the Raw Water program. Another 1% is to cover an increase in the PILT, which is discussed in more detail below. 4% is to fund capital projects both at the Water Treatment Plant and for the distribution system to address aging infrastructure and improve reliability. In spite of staff going through many iterations of modifying the operating and capital budgets, cutting and delaying many projects and programs, the Water Utility is facing significant cost challenges over the next ten years. Staff views rate increases as a last resort, and after streamlining costs, achieving efficiencies and reducing staff, there are critical needs that must be addressed and will require additional revenue. To help meet these critical needs, this 4.0% rate increase is proposed for 2012.

There are two primary factors that are driving the need for these capital projects: redundancy and reliability. Redundancy is the ability to have a backup option in place in the event that the primary option (e.g. a transmission line or a filter plant at the Water Treatment Plant) is out of service. Reliability is a top priority for any utility, and there is aging infrastructure both at the Water Treatment Plant and in the distribution system that have become urgent needs. The much-needed capital improvements can be divided into three categories:

- 1) Water Treatment Plant (WTP): Filter Plant #2 is the workhorse at the WTP, accounting for 24 of the 30 million gallons per day capacity of the WTP. It has been many years since major maintenance has been done at Filter Plant #2, and repair frequency is showing the need to address critical processes and equipment. In addition to major maintenance work already underway at Filter Plant #2, another \$2.6 million will be spent on it over the next six years. Another major project will be the construction of a new chemical building at the WTP. This building will include a sodium hypochlorite disinfection process to replace the current chlorine gas disinfection process. The sodium

hypochlorite process is considered to be a much less risky process environmentally than chlorine gas disinfection and also provides a safer work environment for staff at the WTP. The building will also provide additional needed storage for chemicals. This building will serve the dual purpose of addressing future growth needs as well as current reliability needs. The total cost of the chemical building will be \$8.9 million, of which \$4.4 million will be funded out of rate revenues.

- 2) Water Tanks: Every water utility should have a certain amount of treated water tank storage available in its distribution system, depending on the size of that system. If there is a problem at the WTP, emergency tank storage can be the solution while the problem at the WTP is being addressed. Water tanks also provide storage for fire fighting. Two new tanks are planned to be constructed over the next ten years: a second tank at the 29th Street Tank site (which is a critical part of the distribution system and feeds the 43rd Street Tank) and a second tank at 43rd Street. Both tanks will have some component of addressing growth and a component of addressing redundancy. For the 29th Street Tank #2, the portion of the cost attributable to redundancy, and therefore funded out of rate revenues, is \$1.2 million. For the 43rd Street Tank #2, the portion of the cost attributable to redundancy and funded out of rate revenues is also \$1.2 million.
- 3) Water Lines and Pump Stations: A key area in the distribution system is the section from Namaqua Hills to the 29th Street Tank. The construction of a 30" water line from Morning Drive to the 29th Street Tank, will provide redundancy and reliability for current customers and additional capacity for future customers. There currently is no alternative feed from Morning Drive to the 29th Street Tank, and that stretch is critical to providing water service to the west side of Loveland. For the Morning Drive 30" water line, \$1.0 million will be funded out of rate revenue. In addition to this project, there are 21 critical water line replacement projects over the next 10 years, totaling \$9.9 million, all of which will be funded from rate revenues. These 21 projects are for water lines that have experienced an unusually high number of leaks over the past several years, and some of the lines are more than 70 years old.

In March of 2006, Council approved a 1% across-the-board rate increase for water rates, with the purpose of generating revenues to be set aside for future needs of the Raw Water Program. These revenues would be restricted to being used only for the Raw Water Program and would not be subject to payment-in-lieu-of-tax in a manner similar to how revenues generated from water rate increases during 1990 - 1997 were set aside and ultimately used to help fund the Green Ridge Glade Reservoir expansion. These revenues from rate increases would be added to growth-related revenues in the Raw Water Fund to develop a significant sinking fund to help pay for a future raw water project which, according to engineering projections, will be needed around the year 2032. Council also directed staff to annually present a new 1% across-the-board increase at the time when subsequent year adjustments to rates and fees are being considered by Council. The proposed 1% increase in water rates for 2012 will be the seventh such request to the Council. Through the end of August, the balance in the reserve fund is \$1,420,709.

If approved, the 6.0% rate increase would generate about \$490,000 of revenue for the Water Utility and \$99,000 of additional PILT revenue for the General Fund. The rate increase would result in a monthly increase of \$1.27 for an average residential customer and a monthly increase of \$1.65 for an average commercial customer.

OTHER SIGNIFICANT BUDGETING NOTES

PILT – One of the decisions made by City Council during the Financial Sustainability discussions earlier this year was to increase the PILT payment to the General Fund from all of the enterprise funds except Golf. PILT will now be 7% of sales instead of 6%. For Water, Wastewater and Power combined, the impact will be an additional \$614,000 of expense.

Staffing - After reducing staff by 12.5 positions over the past two years, a new position, Customer Relations Manager, is being added. This position will be responsible for the energy and water efficiency programs, Key Accounts program, providing departmental assistance to the City's economic development program and coordinating all internal and external departmental communications including internet, intranet and social media. The Customer Relations division was eliminated about 2 ½ years ago. The addition of this position, with salary and benefits, will result in an increase of \$115,000 in comparison to the 2011 budget. This position will actually be added in 2011, and will be funded for the balance of this year out of savings from vacant positions.

Salaries and Insurance – A 2% salary increase has been built in for 2012. In addition, there is an increase in overtime expense of \$161,000 that is also included in 2012. For the past two years, we used a different approach in budgeting for overtime than we had used previously – taking 2% of non-exempt salaries as the basis for the overtime budget. This methodology left us well over budget for 2010, and overtime expense is trending the same way in 2011. So, supervisors were asked to analyze their overtime history over the past five years to generate a figure for 2012. Another significant change from 2011, and one that is a pleasant surprise, is that health insurance expense is projected to go down \$90,000 in comparison to 2011.

Other Operating Expenses – Key changes in two other expenses categories are incorporated into the 2012 budget. There is good news and bad news with regard to General Liability (GL) expense. The bad news is in Power, where the GL budget for 2012 is up \$57,000 from 2011. A key component in calculating GL is the last five years of Property & Casualty (P&C) history. For the 2012 calculation, Power dropped a very low P&C expense year in 2005 and added a very high year in 2010. The good news is in Wastewater, where the exact opposite scenario occurred. A very high P&C expense year in 2005 finally dropped out of the five year window and was replaced by a very low P&C expense year in 2010. This resulted in a \$169,000 decrease in Wastewater's GL budget for 2012. The second key change was in the area of vehicle maintenance. Due to lower anticipated fuel and repair costs, the budget for vehicle maintenance in 2012 is \$145,000 lower than the 2011 budget.

Capital - The capital programs include expenditures for 2012-2016 of \$47.2 million for Water (\$22.0 million of which is for engineering and construction of 8,400 acre-feet of storage at Chimney Hollow), \$12.7 million for Wastewater, and \$31.4 million for Power. Staff went through many iterations of these capital improvement programs, cutting and rescheduling several projects in an attempt to delay and reduce potential rate increases.

Internal Fund Loan - 2012 will mark the fourth of five annual payments (\$440,000 for 2012) from Wastewater to Raw Water to pay off the \$1.5 million loan from Raw Water to Wastewater that transpired in 2004.

UTILITY IMPACT FEES

Each year, for the Water, Wastewater and Electric Utilities, the utility impact fees are recalculated based on changes in plant size, plant value and customer growth. The following paragraphs cover the proposed impact fees for all three utilities for 2012.

Electric

The electric Plant Investment Fee (PIF) is proposed to increase on average by 4.9%. The PIF is collected in two ways: for residential, it is an up-front fee when a house is constructed, and for non-residential, it is collected monthly on a charge per kWh basis. The PIF for residential 150-amp service installations would increase from \$1,190 to \$1,250, and the PIF for residential service installations above 150-amps would increase from \$1,540 to \$1,600. A Small General (small commercial) customer with average consumption would see a monthly increase of \$0.46, while a Large General (large commercial) customer with average consumption would see a monthly increase of \$10.35.

The calculation for the PIF is based largely on current replacement costs for 600 amp feeders and substation plant. The methodology for updating the PIF involves using a utility cost index called the Handy-Whitman Index to bring original installed asset costs up to current replacement value. The most recent update of the Handy-Whitman Index was released in May of this year. It reflects costs as of the end of 2010, and shows increases ranging from 2.8% to 4.9% in 2010 in the key cost component areas impacting the PIF calculation. In addition, in 2010, there were some assets added at Airport Substation, there was a slight increase in the amount of 600 amp feeders and a small increase in the customer count. The combination of these factors yielded the proposed PIF increase of 4.9% for 2012.

Wastewater

The residential wastewater System Impact Fee (SIF) is proposed to increase 0.4%, from \$2,550 to \$2,560 for a single-family detached residential unit. The Engineering News Record (ENR) Construction Cost Index was utilized to bring original installed asset costs up to current replacement value. The Index for the end of 2010 showed a 3.6% increase in the cost component areas impacting the SIF calculation. There was a slight increase in the customer count. The combination of these factors yielded the proposed residential SIF increase of 0.4% for 2012. The Wastewater commercial SIFs are proposed to increase between 6.2% and 7.5%, depending on the tap size. A key component of the commercial SIF calculation is called the usage ratio. The usage ratio establishes the consumption of a ¾" residential tap as the standard usage (a usage ratio of 1.0), then compares the consumption of all other tap sizes relative to the residential ¾" usage. For example, on average, a 1" commercial tap will have a lot more usage than a ¾" residential tap, so the usage ratio for a 1" commercial tap will be some multiple (e.g. 8.6) of the average

residential usage. We are seeing an upward trend in these usage ratios that we need to recognize in our calculation.

Water

The residential water System Impact Fee (SIF) is proposed to decrease 1.8%, from \$4,480 to \$4,560 for a single-family detached residential unit. There were increases in the indices for water construction costs ranging from 2.4% to 3.6% in 2010 in the key cost component areas impacting the SIF calculation. In addition, in 2010, there was the completion of the Mountain View Booster Station and a \$1 million increase in the Water SIF fund balance. There was a small increase in the customer count. These additions and the 2010 year-end indices are the drivers for the calculation of the 2012 proposed residential SIF yielding the 1.8% increase. The Water commercial and irrigation SIFs are proposed to change between a range of a 1.1% decrease to a 7.0% increase, depending on the tap size. The upward trend in usage ratios discussed in the Wastewater paragraph applies to Water, as well.

After deliberation at their August meeting, the Construction Advisory Board unanimously recommended to City Council approval of all of the proposed changes to the impact fees.

Attached for Council consideration is a strike-out version of the Water and Power Department Schedule of Rates, Charges and Fees, showing proposed changes for 2012. If approved, these changes would go into effect January 1, 2012.

CITY OF LOVELAND, COLORADO



Water and Power Department Schedule of Rates, Charges and Fees

Effective 1/1/1~~1~~2

TABLE OF CONTENTS

SUMMARY.....1

ELECTRIC RATES 1

WASTEWATER RATES 2

WATER RATES 2

SYSTEM IMPACT FEES – ELECTRIC (PLANT INVESTMENT FEES) 4

SYSTEM IMPACT FEES – WASTEWATER 5

CAPITAL RECOVERY SURCHARGE – WASTEWATER 5

SYSTEM IMPACT FEES – WATER 5

CAPITAL RECOVERY SURCHARGE - WATER 6

FIRE TAP PLANT INVESTMENT FEE 7

RAW WATER DEVELOPMENT FEE 7

RAW WATER CAPITAL RECOVERY SURCHARGE PER 1,000 GALLONS 7

ELECTRIC FEES 7

WASTEWATER FEES 8

WATER FEES 9

MISCELLANEOUS FEES 10

I. RATES - ELECTRIC 11

RESALE OF ELECTRIC CURRENT PROHIBITED 11

SURCHARGE 11

RENEWABLE ENERGY PREMIUM 11

SELF-GENERATION RATE 12

RESIDENTIAL SERVICE 15

SCHEDULE R 15

RESIDENTIAL DEMAND SERVICE 16

SCHEDULE RD 16

SMALL GENERAL SERVICE 17

SCHEDULE SG 17

LARGE GENERAL SERVICE 18

SCHEDULE LG 18

PRIMARY SERVICE 19

SCHEDULE PS 17

PRIMARY SERVICE WITH TRANSFORMER 19

SCHEDULE PT 19

PRIMARY SERVICE WITH TRANSFORMER OVER 4,000 kW PER MONTH 20

SCHEDULE HP 20

INTERRUPTIBLE 115 kV TRANSMISSION VOLTAGE SERVICE 21

SCHEDULE IP 21

AREA LIGHTING 24

SCHEDULE AL 24

FLAT RATE SERVICE 25

SCHEDULE FR 25

II. FEES - ELECTRIC..... 26

APPLICATIONS FOR ELECTRIC SERVICE 26

PLANT INVESTMENT FEE 26

SERVICE TURN-ON FEE AT THE METER 27

CONNECTING AND DISCONNECTING SERVICES 27

PERMANENT TERMINATION OF SERVICE 28

CHARGES WHEN ACCESS DENIED 28

RESIDENTIAL SERVICE INSTALLATIONS AND UPGRADES FOR SINGLE FAMILY AND DUPLEX DWELLINGS 28

RESIDENTIAL SERVICE INSTALLATIONS AND UPGRADES FOR MULTIPLEX SERVICE INSTALLATIONS 29

CONSTRUCTION DEPOSITS 30

OTHER DEPOSITS 30

TEMPORARY EXTENSIONS 32

AREA LIGHTING 32

ENERGIZING OF ELECTRIC SERVICE TO SMALL DEVICES QUALIFYING FOR FLAT RATE SERVICE 32

POLE ATTACHMENT FEE 32

III. FEES - MISCELLANEOUS..... 33

City of Loveland, Colorado
Water and Power Department
 201~~4~~² Schedule of Rates, Charges and Fees
 SUMMARY

SUMMARY

Electric Rates

Annexation Surcharge	5%		
Renewable Energy Premium per 100 kilowatt-hour (kWh)	\$2.20		
		<u>Jan.-June,</u>	
		<u>Oct.-Dec.</u>	<u>July-Sept.</u>
Residential (Schedule R)			
Base Charge per Month	\$ 67. 89		\$7.89
Energy Charge per kWh	\$0. 064500 6480		\$0.06900
PILT per kWh	\$0. 004760 0572		\$0.00598
Residential Demand (Schedule RD)			
Base Charge per Month	\$ 14.25 16.00		\$16.00
Energy Charge per kWh	\$0. 024200 2770		\$0.02770
PILT per kWh	\$0. 003660 0448		\$0.00476
Demand Charge per kW	\$ 8.02 7.75		\$8.25
Small General Service (Schedule SG)			
Base Charge per Month	\$ 10.75 12.25		\$12.25
Energy Charge per kWh	\$0. 062500 6500		\$0.06750
PILT per kWh	\$0. 004350 0536		\$0.00552
Plant Investment Fee per kWh	\$0. 004840 0507		\$0.00507
Large General Service (Schedule LG)			
Base Charge per Month	\$ 57.68 63.50		\$63.50
Energy Charge per kWh	\$0. 029250 3290		\$0.03350
PILT per kWh	\$0. 003700 0450		\$0.00470
Plant Investment Fee per kWh	\$0. 004840 0507		\$0.00507
Demand Charge per kW	\$ 10.49 9.99		\$10.49
Primary Service with Customer Owned Transformer (Schedule PT)			
Base Charge per Month	\$ 65 75.00		\$75.00
Energy Charge per kWh	\$0. 029200 3190		\$0.03340
PILT per kWh	\$0. 003050 0370		\$0.00392
Plant Investment Fee per kWh	\$0. 004690 0492		\$0.00492
Demand Charge per kW	\$ 9.49 8.99		\$9.49
Primary Service over 4,000 kW with Customer Equipment (Schedule HP)			
Base Charge per Month	\$ 65 75.00		\$75.00
Energy Charge per kWh	\$0. 026100 2850		\$0.02850
PILT per kWh	\$0. 003170 0370		\$0.00392

City of Loveland, Colorado
Water and Power Department
201~~4~~2 Schedule of Rates, Charges and Fees
SUMMARY

Plant Investment Fee per kWh	\$0. 00469 <u>00492</u>	<u>\$0.00492</u>
Demand Charge per kW	\$12. 4315	<u>\$12.65</u>

Interruptible Service by Contract (Schedule IP)

Area Lighting

	\$0.0429 <u>0.0453</u>	
Rate per watt of bulb	<u>0</u>	
PILT per watt of bulb	\$0.00257 <u>00339</u>	

Flat Rates (Schedule FR)

Signal Amplifiers	\$25.57 <u>26.70</u>	
PILT	\$1.53 <u>2.00</u>	
Automatic Sprinkler Controls	\$3.80 <u>97</u>	
PILT	\$0.23 <u>30</u>	
Bus Shelters	\$15.72 <u>16.41</u>	
PILT	\$0.94 <u>1.23</u>	

Wastewater Rates

<u>Monthly Flat Rate</u>	<u>Inside City</u>	<u>Outside City</u>
Single-family residential	\$17.67	\$26.51
Multi-family residential per unit	\$14.22	\$21.33
Non-residential property (Commercial or Industrial)	\$115.23	\$172.83

Metered Water Service

Monthly base charge – single-family residential	\$5.63	\$8.45
Monthly base charge – multi-family residential	\$4.83	\$7.24
Monthly base charge – commercial	\$8.00	\$12.00
Monthly base charge – industrial	\$8.00	\$12.00

Volume charge per 1,000 gallons – single-family residential	\$2.60	\$3.90
Volume charge per 1,000 gallons – multi-family residential	\$2.60	\$3.90
Volume charge per 1,000 gallons – commercial	\$3.21	\$4.81
Volume charge per 1,000 gallons – industrial	\$3.36	\$5.04

	<u>Inside City</u>	<u>Outside City</u>
High Strength Surcharge		
BOD charge per pound when discharge is greater than 246 mg/l	\$0.32	\$0.48
TSS charge per pound when discharge is greater than 249 mg/l	\$0.17	\$0.26

Water Rates

Metered Rates

The monthly service charge shall be the sum of the base charge and the use fee per 1,000 gallons as

City of Loveland, Colorado
 Water and Power Department
 201~~1~~² Schedule of Rates, Charges and Fees
 SUMMARY

set forth below:

Single-Family Residential Base Charge

<u>Tap Size (in inches)</u>	<u>Inside City</u>	<u>Outside City</u>
0.75	\$ <u>4.594.87</u>	\$ <u>6.887.31</u>
1.00	\$ <u>5.415.74</u>	\$ <u>8.128.61</u>
1.50	\$ <u>6.236.61</u>	\$ <u>9.359.92</u>
2.00	\$ <u>8.489.00</u>	\$ <u>12.7213.50</u>
3.00	\$ <u>25.0326.56</u>	\$ <u>37.5239.84</u>
4.00	\$ <u>31.1533.06</u>	\$ <u>46.7249.59</u>
6.00	\$ <u>45.4548.24</u>	\$ <u>68.1772.36</u>

Multi-Family Residential Base Charge

<u>Tap size (in inches)</u>	<u>Inside City</u>	<u>Outside City</u>
0.75	\$ <u>9.419.99</u>	\$ <u>14.1114.97</u>
1.00	\$ <u>10.2110.84</u>	\$ <u>15.3316.27</u>
1.25	\$ <u>10.6411.29</u>	N/A
1.50	\$ <u>11.0411.72</u>	\$ <u>16.5517.56</u>
2.00	\$ <u>13.2914.10</u>	\$ <u>19.9321.15</u>
3.00	\$ <u>29.8331.66</u>	\$ <u>44.7547.49</u>
4.00	\$ <u>35.9738.17</u>	\$ <u>53.9457.25</u>
6.00	\$ <u>50.2653.34</u>	\$ <u>75.3880.00</u>

Commercial Base Charge

<u>Tap size (in inches)</u>	<u>Inside City</u>	<u>Outside City</u>
0.75	\$ <u>4.594.87</u>	\$ <u>6.887.31</u>
1.00	\$ <u>5.415.74</u>	\$ <u>8.128.61</u>
1.50	\$ <u>6.236.61</u>	\$ <u>9.359.92</u>
2.00	\$ <u>8.489.00</u>	\$ <u>12.7213.50</u>
3.00	\$ <u>25.0326.56</u>	\$ <u>37.5239.84</u>
4.00	\$ <u>31.1533.06</u>	\$ <u>46.7249.59</u>
6.00	\$ <u>45.4548.24</u>	\$ <u>68.1772.36</u>

Irrigation Base Charge

<u>Tap size (in inches)</u>	<u>Inside City</u>	<u>Outside City</u>
0.75	\$ <u>4.594.87</u>	\$ <u>6.887.31</u>
1.00	\$ <u>5.415.74</u>	\$ <u>8.128.61</u>
1.50	\$ <u>6.236.61</u>	\$ <u>9.359.92</u>
2.00	\$ <u>8.489.00</u>	\$ <u>12.7213.50</u>
3.00	\$ <u>25.0326.56</u>	\$ <u>37.5239.84</u>
4.00	\$ <u>31.1533.06</u>	\$ <u>46.7249.59</u>
6.00	\$ <u>45.4548.24</u>	\$ <u>68.1772.36</u>

City of Loveland, Colorado
Water and Power Department
 201~~1~~² *Schedule of Rates, Charges and Fees*
 SUMMARY

Industrial Base Charge		<u>Inside City</u>	<u>Outside City</u>
<u>Tap size (in inches)</u>			
0.75		\$4.59 <u>4.87</u>	\$6.88 <u>7.31</u>
1.00		\$5.41 <u>5.74</u>	\$8.12 <u>8.61</u>
1.50		\$6.23 <u>6.61</u>	\$9.35 <u>9.92</u>
2.00		\$8.48 <u>9.00</u>	\$12.72 <u>13.50</u>
3.00		\$25.03 <u>26.56</u>	\$37.52 <u>39.84</u>
4.00		\$31.15 <u>33.06</u>	\$46.72 <u>49.59</u>
6.00		\$45.45 <u>48.24</u>	\$68.17 <u>72.36</u>

Charges for larger taps will be set by City Council.

	<u>Inside City</u>	<u>Outside City</u>
Use Fee per 1,000 gallons		
Single-Family Residential	\$1.72 <u>1.83</u>	\$2.55 <u>2.75</u>
Multi-Family Residential	\$1.58 <u>1.68</u>	\$2.38 <u>2.52</u>
Commercial	\$1.67 <u>1.77</u>	\$2.47 <u>2.66</u>
Irrigation	\$2.04 <u>2.17</u>	\$3.07 <u>3.26</u>
Industrial	\$1.70 <u>1.80</u>	\$2.52 <u>2.70</u>

Note regarding Industrial rate: Any water customer whose annual water consumption is greater than twenty million gallons, and whose highest month use, as determined by the daily average, is not more than one hundred thirty percent of the average monthly use in a calendar year period, shall qualify for the Industrial rate. Qualification for this rate is subject to annual review by the Water and Power Department and may be revoked if determined that the customer no longer qualifies for this rate.

Hidden Valley Monthly Base Charge for 0.75 inch tap	\$134.00 <u>142.21</u>
Excess Water Use – Surcharge per 1,000 gallons	\$0.75
Fire Hydrant Charge per month	
Residential	\$2.30
Commercial	\$5.80
Fire Protection Tap Service Fee per month	\$1.70
Tank and Hydrant Rate per 300 gallons	\$1.00

Plant Investment Fees - Electric

Residential Service	
Residential over 150 amp service	\$1,540.00 <u>1,600.00</u>
Residential 150 amp service or less	0 <u>1,190.00</u> <u>1,250.00</u>
Non-Residential per kWh	
Small General Service	\$0.00 <u>4840.00</u> <u>507</u>

City of Loveland, Colorado
Water and Power Department
2014~~2~~ Schedule of Rates, Charges and Fees
SUMMARY

Large General Service	\$0.004840.00507
Primary Service w/customer equipment	\$0.004690.00492
Primary Service over 4,000 kW w/customer equipment	\$0.004690.00492

System Impact Fees – Wastewater

	<u>Inside City</u>	<u>Outside City</u>
Detached one-family dwelling	\$2,550.00 <u>2,560.0</u>	\$3,830.00 <u>3,84</u>
Attached one-family dwelling, per unit	\$2,240.00 <u>2,180.0</u>	\$3,360.00 <u>3,27</u>
Two-family dwelling, per unit	\$2,240.00 <u>2,180.0</u>	\$3,360.00 <u>3,27</u>
Multifamily dwelling containing 3-8 dwelling units, per unit	\$1,750.00 <u>1,730.0</u>	\$2,630.00 <u>2,60</u>
Multifamily dwelling containing 9 or more dwelling units, per unit	\$1,750.00 <u>1,730.0</u>	\$2,630.00 <u>2,60</u>
Nonresidential		
<u>Tap size (in inches)</u>	<u>Inside City</u>	<u>Outside City</u>
0.75	\$4,800.00 <u>5,160.0</u>	\$7,200.00 <u>7,74</u>
1.00	\$16,090.00 <u>17,090</u>	\$24,140.00 <u>25,</u>
1.50	\$28,240.00 <u>30,060</u>	\$42,360.00 <u>45,</u>
Nonresidential taps above 1.5-inch pays the capital recovery surcharge		

Capital Recovery Surcharge – Wastewater

Inside City per 1,000 gallons of sewer billed	\$0.75 <u>0.760</u>
Outside City per 1,000 gallons of sewer billed	\$1.13 <u>1.140</u>

System Impact Fees – Water

	<u>Inside City</u>	<u>Outside City</u>
Detached one-family dwelling	\$4,480.00 <u>4,560.0</u>	\$6,720.00 <u>6,84</u>
Attached one-family dwelling, per unit	\$2,940.00 <u>2,910.0</u>	\$4,410.00 <u>4,37</u>
Two-family dwelling, per unit	\$2,940.00 <u>2,910.0</u>	\$4,410.00 <u>4,37</u>
Multifamily dwelling containing 3-8 dwelling units, per unit	\$2,940.00 <u>2,910.0</u>	\$4,410.00 <u>4,37</u>

City of Loveland, Colorado
Water and Power Department
 201~~1~~² Schedule of Rates, Charges and Fees
 SUMMARY

	<u>0</u>	<u>0.00</u>
Multifamily dwelling containing 9 or more dwelling units, per unit	\$1,870.00 <u>1,940.0</u>	\$2,810.00 <u>2,910.00</u>
	<u>0</u>	<u>0.00</u>
Nonresidential		
<u>Tap size (in inches)</u>	<u>Inside City</u>	<u>Outside City</u>
	\$5,370.00 <u>5,440.0</u>	\$8,060.00 <u>8,160.00</u>
0.75	<u>0</u>	<u>0.00</u>
	\$17,310.00 <u>17,290</u>	\$25,970.00 <u>25,970.00</u>
1.00	<u>.00</u>	<u>940.00</u>
	\$33,260.00 <u>32,890</u>	\$49,890.00 <u>49,890.00</u>
1.50	<u>.00</u>	<u>340.00</u>
Irrigation		
<u>Tap size (in inches)</u>	<u>Inside City</u>	<u>Outside City</u>
	\$11,210.00 <u>11,790</u>	\$16,820.00 <u>17,820.00</u>
0.75	<u>.00</u>	<u>690.00</u>
	\$29,390.00 <u>30,970</u>	\$44,090.00 <u>46,090.00</u>
1.00	<u>.00</u>	<u>460.00</u>
	\$74,400.00 <u>79,190</u>	\$111,600.00 <u>111,600.00</u>
1.50	<u>.00</u>	<u>18,790.00</u>
	\$104,910.00 <u>105,160.00</u>	\$157,370.00 <u>157,370.00</u>
2.00	<u>60.00</u>	<u>57,740.00</u>
	\$241,050.00 <u>258,000.00</u>	\$361,580.00 <u>361,580.00</u>
3.00	<u>00.00</u>	<u>87,000.00</u>

Tap sizes larger than 3-inch shall be established by City Council. The impact fee for taps larger than 1.5 inch applies only to irrigation meters. Nonresidential taps above 1.5 inch pay the capital recovery surcharge.

Hidden Valley Water Tap Activation Fee:

This fee applies to all water taps applied for on or after January 1, 2010 to serve lots authorized pursuant to Resolutions #R-35-2004 and #R-83-2005. Payment of this fee shall be due upon application for the water tap. The fee shall be calculated as follows: A x B x C = fee.

A = Number of months from July 1, 2005 to the activation fee due date

B = \$67.00 per month

C = *Engineering News Record* 20 Cities Construction Cost Index (used to inflate the construction costs to current dollars)

Capital Recovery Surcharge - Water

Inside City per 1,000 gallons of water	\$0.69 <u>30.704</u>
Outside City per 1,000 gallons of water	\$1.04 <u>01.056</u>

City of Loveland, Colorado
Water and Power Department
 201~~1~~² *Schedule of Rates, Charges and Fees*
 SUMMARY

Fire Tap Plant Investment Fee

Fire Tap Plant Investment Fee (outside City only)	\$553.00
---	----------

Raw Water Development Fee

Detached One-Family Dwelling	\$1,000.00
------------------------------	------------

Attached One-Family Dwelling, per unit	\$1,000.00
--	------------

Multifamily dwelling containing 2-24 dwelling units, per unit	\$626.00
---	----------

Multifamily dwelling containing 25 or more dwelling units, per unit	\$123.00
---	----------

Nonresidential

Tap size (in inches)

0.75	\$1,000.00
------	------------

1.00	\$1,700.00
------	------------

1.50	\$3,300.00
------	------------

2.00	\$5,300.00
------	------------

3.00	\$10,000.00
------	-------------

Tap sizes larger than 3-inch shall be established by City Council. The impact fee for taps larger than 1.5 inch applies only to irrigation meters. Commercial taps above 1.5 inch pay the capital recovery surcharge.

Raw Water Capital Recovery Surcharge Per 1,000 Gallons

Raw Water Capital Recovery Surcharge Per 1,000 Gallons	\$0.15
--	--------

Electric Fees

Service Turn-On at the meter	\$35.00
------------------------------	---------

Service Turn-On at the meter – After Hours	\$65.00
--	---------

Service Turn-Off at the meter resulting from an unauthorized Service Turn-On	\$30.00
--	---------

Disconnect/Reconnect Services	\$125.00
-------------------------------	----------

Disconnect/Reconnect Services with Upgrade	\$215.00
--	----------

Permanent Service Connect (No Disconnect Needed)	\$125.00
--	----------

Permanent Disconnect of Service	\$125.00
---------------------------------	----------

Charges When Access Denied

Appointment or Special Trip to Read the Meter	\$10.00
---	---------

Appointment or Special Trip to Read the Meter After	\$15.00
---	---------

City of Loveland, Colorado
Water and Power Department
201~~4~~² Schedule of Rates, Charges and Fees
SUMMARY

Hours

Appointment or Special Trip to Change the Meter	\$35.00
Appointment or Special Trip to Change Meter After Hours or Weekends	\$45.00
Service is disconnected at the junction box or the overhead pole	\$125.00
When access to the pole is denied, actual costs will be billed	

Residential Service Installations

Typical Underground with 1/0 CIC	\$535.00
Typical Underground with 4/0 CIC	\$720.00
Typical Overhead	\$290.00

Multiplex 3-6 Units	\$620.00
---------------------	----------

Field Engineering Deposits

Residential and duplex single phase installations, 1-2 lots	\$800.00
Single commercial buildings, transformer upgrades, raising, lowering, or removing existing power	\$1,200.00
Residential subdivision of 3-25 lots, commercial subdivision of 2-10 lots, raising, lowering, or removing existing power	\$1,600.00
Residential subdivision of more than 25 lots, commercial subdivision of more than 10 lots, malls, shopping centers, hospitals	\$3,000.00

Other Deposits – See Section Fees – Electric “Other Deposits”

Temporary Residential Connections	\$130.00
-----------------------------------	----------

Termination and energizing electric services to small devices	\$285.00
---	----------

Installation of Area Light	\$360.00
----------------------------	----------

Wastewater Fees

Pretreatment Inspection Fee	\$70.00
-----------------------------	---------

	<u>Inside City</u>	<u>Outside City</u>
Tapping Fees 4 inch or 6 inch Tap	\$210.00	\$235.00

4 inch Saddle and Stainless Strap	\$50.00
6 inch Saddle and Stainless Strap	\$75.00

City of Loveland, Colorado
Water and Power Department
201~~4~~² Schedule of Rates, Charges and Fees
SUMMARY

Water Fees

Construction Water Fee

Tap size (in inches)

0.75	\$27.00
1.00	\$45.00
1.50	\$91.00
2.00	\$145.00
3.00	\$271.00
4.00	\$450.00

Above 4.00 inch tap will be negotiated with the Water and Power Department

Water Turn-on Fee – Regular Hours	\$35.00
Water Turn-on Fee – After Regular Hours	\$60.00
Water Turn-off Fee for Unauthorized Service Turn-on	\$30.00
Water Meter Appointment Fee – Regular Hours	\$20.00
Water Meter Appointment Fee – After Regular Hours	\$30.00
Raw Water Cash-in-lieu Fee per Acre-Foot (City Code Sec.19.04.040)	Set by Loveland Utilities Commission
Native Raw Water Storage Fee per Acre-Foot	
Barnes Ditch	\$5,750.00
Big Thompson Ditch & Manufacturing Co.	\$3,530.00
Buckingham Irrigation Co. (Geo. Rist Ditch)	\$7,400.00
Chubbuck Ditch	\$7,400.00
Louden Irrigating Canal and Reservoir Co.	\$6,850.00
South Side Ditch Company	\$6,770.00
Construction Hydrant Meter Deposit	\$1,000.00
Hydrant Meter Rental	
Daily Rental	\$5.00
Install Fee	\$20.00
Remove Fee	\$20.00
Moving Meter Fee	\$20.00
Water Use	\$1.00/300 gallons
Meter Fees	
0.75 inch Meter and Readout	\$175.00
1.00 inch Meter and Readout	\$235.00
Install Meter and Inspection	
Meter inspect	\$45.00
Meter install	\$75.00

City of Loveland, Colorado
Water and Power Department
 201~~1~~² *Schedule of Rates, Charges and Fees*
 SUMMARY

Water Tapping Fee	
0.75 inch	\$260.00
0.75 inch Corporation Stop	\$40.00
1.00 inch	\$260.00
1.00 inch Corporation Stop	\$55.00
1.50 inch	\$320.00
1.50 inch Corporation Stop	\$105.00
2.00 inch	\$320.00
2.00 inch Corporation Stop	\$175.00
Above 2.00 inch	\$320.00

Miscellaneous Fees

Late Payment Penalty	\$12.00
Field Collection Fee	\$18.00
New Account Fee	\$11.00
Reactivation Fee	\$10.00
New Account Meter Reading Fee	\$10.00
Interfering or Tampering with a Meter – electric or water	\$50.00
Return Check (Insufficient Funds) Charge	\$20.00
Filing Fee for Unpaid Bills	\$30.00

City of Loveland, Colorado
Water and Power Department
 201~~1~~² *Schedule of Rates, Charges and Fees*
 RATES - ELECTRIC

I. Rates - Electric

Resale of Electric Current Prohibited

It is unlawful for any consumer who purchases electric service from the City to sell such service to others.

Surcharge

There is imposed a surcharge in the amount of five percent of base charges plus charges for energy, demand, payment-in-lieu-of-taxes (PILT) for the sale of electric power to services that come into existence in all areas annexed to the City after January 31, 1987, which areas were formerly a part of an exclusive service territory granted to a cooperative electric association by the Public Utilities Commission. Such surcharge shall expire ten years after the effective date of annexation of each such area.

Renewable Energy Premium

Availability

The renewable energy premium is available as an option to all residential, commercial, and industrial customers served under Schedules R, RD, SG, LG, PS, PT and HP. The renewable energy premium is not available to Interruptible, Area Light or Flat Rate customers served under Schedules IP, AL and FR.

Monthly Rate

Premium per each 100 kWh increment of energy\$2.20

This charge is in addition to all other regular charges the customer incurs for electric service.

Monthly Minimum

The minimum bill shall be \$2.20 for each 100 kWh increment requested by the customer in the service agreement, plus the minimum bill as identified in the principal rate schedule for the customer.

Conditions

Service Restrictions – The supply of renewable energy is limited to the resources made available to the department by its power supplier, Platte River Power Authority (PRPA), and is therefore subject to all terms and conditions identified in PRPA’s tariff for Renewable Energy Service.

Service Agreement

The renewable energy premium is an optional charge and requires the customer to sign a service agreement with Loveland Water and Power.

Service Agreement Period

The renewable energy premium for all eligible rate schedules shall be available for a minimum initial period of 12 consecutive months and then continuing month to month thereafter until terminated. After the minimum period, the obligation to purchase or provide renewable energy may be terminated upon 30

City of Loveland, Colorado
 Water and Power Department
 201~~4~~² Schedule of Rates, Charges and Fees
 RATES - ELECTRIC

days notice by either party. Termination of the principal service shall also terminate the agreement unless the customer chooses to advance the agreement to the new service address.

Service Agreement Amount

Customer may request renewable energy in 100 kWh increments. The billable monthly renewable energy premium will be the number of 100 kWh increments requested by the customer in the service agreement. The actual kilowatt-hours used by the customer in any given month may be more or less than the average.

Self-Generation Rate

Availability

The Self-Generation Rate is available as an option to all electric service customers who own, operate and maintain their own generation equipment.

Monthly Rate – System Size 1-50 kW

	<u>Residential</u>	<u>Small-General</u>	<u>Large-General</u>
Base charge	\$6.89	\$10.75	\$57.68
Energy Charge per kWh	\$0.0645	\$0.0625	\$0.02925
Demand per kW	n/a	n/a	\$10.49
Buyback charge per kWh	\$0.02978	\$0.02978	\$0.2472
Monthly minimum bill	\$6.89	\$10.75	\$57.68
System size limitation	50 kW	50 kW	50 kW
PILT per kWh	\$0.00476	\$0.00435	\$0.00370
Plant Investment Fee per kWh	n/a	\$0.00484	\$0.00484
	<u>Jan. – June, Oct. – Dec.</u>	<u>July – Sept.</u>	
<u>Residential</u>			
Base charge	<u>\$7.89</u>	<u>\$7.89</u>	
Energy charge per kWh	<u>\$0.06480</u>	<u>\$0.06900</u>	
Buyback charge per kWh	<u>\$0.03872</u>	<u>\$0.04208</u>	
Monthly minimum bill	<u>\$7.89</u>	<u>\$7.89</u>	
System size limitation	<u>50 kW</u>	<u>50 kW</u>	
PILT per kWh	<u>\$0.00572</u>	<u>\$0.00598</u>	
<u>Small General</u>			
Base charge	<u>\$12.25</u>	<u>\$12.25</u>	
Energy charge per kWh	<u>\$0.06500</u>	<u>\$0.06750</u>	
Buyback charge per kWh	<u>\$0.03872</u>	<u>\$0.04208</u>	
Monthly minimum bill	<u>\$12.25</u>	<u>\$12.25</u>	
System size limitation	<u>50 kW</u>	<u>50 kW</u>	

City of Loveland, Colorado
Water and Power Department
2014~~2~~ Schedule of Rates, Charges and Fees
RATES - ELECTRIC

<u>PILT per kWh</u>	<u>\$0.00536</u>	<u>\$0.00552</u>
<u>Plant Investment Fee per kWh</u>	<u>\$0.00507</u>	<u>\$0.00507</u>
<u>Large General</u>		
<u>Base charge</u>	<u>\$63.50</u>	<u>\$63.50</u>
<u>Energy charge per kWh</u>	<u>\$0.03290</u>	<u>\$0.03350</u>
<u>Demand per kW</u>	<u>\$9.99</u>	<u>\$10.49</u>
<u>Buyback charge per kWh</u>	<u>\$0.03872</u>	<u>\$0.04208</u>
<u>Monthly minimum bill</u>	<u>\$63.50</u>	<u>\$63.50</u>
<u>System size limitation</u>	<u>50 kW</u>	<u>50 kW</u>
<u>PILT per kWh</u>	<u>\$0.00450</u>	<u>\$0.00470</u>
<u>Plant Investment Fee per kWh</u>	<u>\$0.00507</u>	<u>\$0.00507</u>

Conditions

The city will net meter all energy consumed by the customer and produced by the customer’s generation system. Net metering shall be, for billing purposes, the net consumption as measured at the service meter on a monthly basis. Consumption will be measured monthly and in the event net metering is negative in a given month, such that the customer’s generation system production is greater than the customer’s consumption, there will not be a monthly cash credit for such production. All such excess energy, expressed in kilowatt-hours, shall be carried forward from month to month and credited against the customer’s energy consumption, expressed in kilowatt-hours, in subsequent months. In the event that a negative net consumption balance remains after twelve consecutive months following the effective date of customer’s commencing on the Self Generation Rate, or any annual anniversary thereafter, the City will pay the customer for such negative balances at the Self Generation Buyback Charge Rate.

Self-Generation Rate (cont’d)

Monthly Rate – System Size 51 – 400 kW

Large General Service	<u>Jan. – Jun.</u> <u>Oct. – Dec.</u>	<u>July – Sept.</u>
Base Energy	<u>\$57.6863.50</u>	<u>\$63.50</u>
Energy Charge per kWh	<u>\$0.0292503290</u>	<u>\$0.03350</u>
PILT per kWh	<u>\$0.0037000450</u>	<u>\$0.00470</u>
Plant Investment Fee per kWh	<u>\$0.0048400507</u>	<u>\$0.00507</u>
Demand per kW	<u>\$10.499.99</u>	<u>\$10.49</u>
Buyback charge per kWh	<u>\$0.0487604870</u>	<u>\$0.05880</u>

City of Loveland, Colorado
Water and Power Department
 201~~1~~² *Schedule of Rates, Charges and Fees*
 RATES - ELECTRIC

Monthly Minimum Bill	\$57.68 <u>63.50</u>	<u>\$63.50</u>
System Size Limitation	<u>51-400 kW</u>	<u>51-400 kW</u>

The Self-Generating customer must be in compliance with the technical specifications and requirements contained in the Standard for Interconnecting Distributed Resources with the City of Loveland Electric Power System as found in the City’s Municipal Code, Section 13.12.240 and must enter into a contract with the City.

City of Loveland, Colorado
 Water and Power Department
 201~~1~~² Schedule of Rates, Charges and Fees
 RATES - ELECTRIC

**Residential Service
 Schedule R**

Availability

Residential Service is available for single-family dwelling units and individually metered multi-family dwelling units at any location within the area served by Loveland Water and Power. Single-family dwelling units and individually metered multi-family dwelling units shall mean those buildings or units used solely as residences and not used in part for any other purpose. This rate is applicable to existing and new residential customers. Service will be delivered through a single meter per dwelling unit, at one point of delivery.

Monthly Rate

The rate for Residential Service shall consist of the sum of the base charge, energy charge, and PILT in accordance with the following table:

Monthly Rate

Jan. – June	July – Sept.
Oct. – Dec.	

The rate for Residential Service shall consist of the sum of the base charge, energy charge, and PILT in accordance with the following table:

	<u>Jan. – June</u>	<u>July – Sept.</u>
	<u>Oct. – Dec.</u>	
Base charge	\$67.89	\$67.89
Energy charge per kWh	\$0.0645006480	\$0.06900
PILT charge per kWh	\$0.0047600572	\$0.00598
Monthly minimum bill	\$67.89	\$67.89

City of Loveland, Colorado
 Water and Power Department
 201~~1~~² Schedule of Rates, Charges and Fees
 RATES - ELECTRIC

**Residential Demand Service
 Schedule RD**

Availability

Residential Demand Service is available for single-family dwelling units and individually metered multi-family dwelling units at any location within the area served by Loveland Water and Power. Single-family dwelling units and individually metered multi-family units shall mean those buildings or dwelling units used solely as residences and not used in part for any other purpose. Existing accounts may elect service under this schedule by making application to Loveland Water and Power. Service will be delivered through a single meter per dwelling unit, at one point of delivery.

Monthly Rate

Jan. – June July – Sept.
Oct. – Dec.

The rate for Residential Demand Service shall consist of the sum of the base charge, energy charge, demand charge and PILT in accordance with the following table:

	<u>Jan. – June</u>	<u>July – Sept.</u>
	<u>Oct. – Dec.</u>	
Base charge	\$14.25 16.00	\$14.25 16.00
Energy charge per kWh	\$0.0242 0.02770	\$0.02770
PILT charge per kWh	\$0.00366 0.00448	\$0.00476
Demand charge per kWh	\$8.02 7.75	\$8.25
Monthly minimum bill	\$14.25 16.00	\$14.25 16.00

Billing Demand

The demand shall be the highest rate of use in kilowatts during any 15 minute interval of the billing period.

Power Factor Charge

Power factor charge of one hundred percent of the power factor charge incurred by the City on account of and attributable to service to the customer may be billed to the customer.

City of Loveland, Colorado
 Water and Power Department
 201~~1~~² Schedule of Rates, Charges and Fees
 RATES - ELECTRIC

**Small General Service
 Schedule SG**

Availability

Small General Service is required for all non-residential customers with less than or equal to 50 kW demand per month in ten months of a consecutive 12-month period. This also includes temporary power for non-permanent non-residential customers (for example: firework stands and holiday lights).

Monthly Rate

Jan – June

July – Sept.

Oct. – Dec.

The rate for Small General Service shall consist of the sum of the base charge, energy charge and PILT in accordance with the following table:

	<u>Jan. – June</u>	<u>July – Sept.</u>
	<u>Oct. – Dec.</u>	
Base charge	\$10.75 12.25	\$10.75 12.25
Energy charge per kWh	\$0.0625 0.06500	\$0.06750
PILT charge per kWh	\$0.00435 0.00536	\$0.00552
Plant Investment Fee per kWh	\$0.00484 0.00507	\$0.00507
Monthly minimum fill	\$10.75 12.25	\$10.75 12.25

Conditions

- A. Whenever metered demand exceeds 50 kW in any three months out of a consecutive 12-month period, Loveland Water and Power will notify the customer and further service provided to such customer shall be furnished at the Large General Service Rate. The department may install such meters as it deems necessary in order to determine the metered demand.
- B. For single-phase, three-wire service, the customer’s equipment shall be connected so that the current carried by the neutral conductor shall be not greater than 15 percent of the maximum current in either of the two conductors. For three-phase wye or delta service, the customer’s equipment shall be connected so that the current carried by any one-phase conductor shall be no greater than 115 percent of the current in either of the two-phase conductors.

City of Loveland, Colorado
 Water and Power Department
 201~~1~~² Schedule of Rates, Charges and Fees
 RATES - ELECTRIC

**Large General Service
 Schedule LG**

Availability

Large General Service is required for all non residential customers exceeding 50 kW demand in any three months out of a consecutive 12-month period.

Continuation for Certain Customers

Customers on the Large General Service rate on January 31, 1999, with less than three months of 50 kW demand in a consecutive 12-month period will be grandfathered into the LG rate.

Monthly Rate

Jan. – June

July – Sept.

Oct. – Dec.

The rate for Large General Service shall consist of the sum of the base charge, energy charge, demand charge and PILT in according with the following table:

	<u>Jan. – June</u>	<u>July – Sept.</u>
	<u>Oct. – Dec.</u>	
Base charge	\$57.68 <u>63.50</u>	\$57.68 <u>63.50</u>
Energy charge per kWh	\$0.02925 <u>03290</u>	<u>\$0.03350</u>
PILT charge per kWh	\$0.00370 <u>00450</u>	<u>\$0.00470</u>
Demand charge per kW	\$10.499 <u>.99</u>	<u>\$10.49</u>
Plant Investment Fee per kWh	\$0.00484 <u>00507</u>	<u>\$0.00507</u>
Monthly minimum bill	\$57.68 <u>63.50</u>	\$57.68 <u>63.50</u>

Billing Demand

The demand shall be the highest rate of use in kilowatts during any 15-minute interval of the billing period.

Power Factor Charge

Power factor charge of one hundred percent of the power factor charge incurred by the City on account of and attributable to service to the customer may be billed to the customer.

City of Loveland, Colorado
 Water and Power Department
 201~~1~~² Schedule of Rates, Charges and Fees
 RATES - ELECTRIC

**Primary Service with Transformer
 Schedule PT**

Availability

Primary Service is available to all non-residential customers exceeding 50 kW demand in any three months within a 12-month period where service is delivered and metered at the available primary voltage and all serving facilities on the customer’s side of the metering point are owned, operated and maintained by the customer.

Monthly Rate

The rate for Primary Service where the customer owns the transformers shall consist of the sum of the base charge, energy charge, demand charge and PILT in accordance with the following table:

	<u>Jan. – June</u>		<u>July – Sept.</u>
	<u>Oct. – Dec.</u>		
Base charge	\$ <u>6575.00</u>		<u>\$675.00</u>
Energy charge per kWh	\$ <u>0.0292003190</u>		<u>\$0.03340</u>
PILT charge per kWh	\$ <u>0.0030500370</u>		<u>\$0.00392</u>
Demand charge per kW	\$ <u>9.498.99</u>		<u>\$9.49</u>
Plant Investment Fee per kWh	\$ <u>0.0046900492</u>		<u>\$0.00492</u>
Monthly minimum bill	\$ <u>6575.00</u>		<u>\$675.00</u>

Billing Demand

The demand shall be the highest rate of use in kilowatts during any 15-minute interval of the billing period.

Power Factor Charge

A power factor charge of one hundred percent of the power factor charge incurred by the City on account of and attributable to service to the customer may be billed to the customer.

Conditions

Transformer ownership and maintenance is the responsibility of the customer receiving service under this rate schedule. The customer requesting this rate schedule is solely responsible for all costs associated with the installation and maintenance of the primary metering equipment and facilities. See the Water and Power Department’s *Contractor Construction Standards* for equipment specifications.

City of Loveland, Colorado
 Water and Power Department
 201~~1~~² Schedule of Rates, Charges and Fees
 RATES - ELECTRIC

**Primary Service with Transformer Over 4,000 kW Per Month
 Schedule HP**

Availability

Primary Service over 4,000 kW per month is available to all non-residential customers exceeding 4,000 kW demand in any three months out of a consecutive 12-month period where service is delivered and metered at the available primary voltage and all serving facilities on the customer’s side of the metering point are owned, operated and maintained by the customer.

Monthly Rate Jan. – June July – Sept.
Oct. – Dec.

The rate for Primary Service shall consist of the sum of the base charge, energy charge, demand charge and PILT in accordance with the following table:

	<u>Jan. – June</u>	<u>July – Sept.</u>
	<u>Oct. – Dec.</u>	
Base charge	\$6575.00	<u>\$675.00</u>
Energy charge per kWh	\$0.0261002850	<u>\$0.02850</u>
PILT charge per kWh	\$0.0031700370	<u>\$0.00392</u>
Demand charge per kW	\$12.1315	<u>\$12.65</u>
Plant Investment Fee per kWh	\$0.0046900492	<u>\$0.00492</u>
Monthly minimum bill	\$6575.00	<u>\$675.00</u>

Billing Demand

The demand shall be the highest rate of use in kilowatts during any 15-minute interval of the billing period. For billing purposes, the billing month starts on the first day of the month and ends on the last day of the month.

Power Factor Charge

A power factor charge of one hundred percent of the power factor charge incurred by the City on account of and attributable to service to the customer may be billed to the customer.

Conditions

Transformer ownership and maintenance is the responsibility of the customer receiving service under this rate schedule. The customer requesting this rate schedule is solely responsible for all costs associated with the installation and maintenance of the primary metering equipment and facilities. See the Water and Power Department’s *Contractor Construction Standards* for equipment specifications.

City of Loveland, Colorado
Water and Power Department
 201~~4~~² *Schedule of Rates, Charges and Fees*
 RATES - ELECTRIC

Interruptible 115 kV Transmission Voltage Service Schedule IP

Availability

Transmission Voltage Service is available to any customer whose premises are adjacent to 115 kV transmission lines which are, or by contract can become, lines which supply wholesale power to the City's system, and whose load is of sufficient magnitude or of an unusual nature such that it cannot be served from the distribution system. The power furnished under Schedule IP will be approximately 115 kV, three phase alternating current and approximately 60 hertz.

Monthly Rate

The rate for Interruptible 115 kV Transmission Voltage Service shall consist of the sum of the energy charge, demand charge, power factor charge and other fees or charges in accordance with the following:

- Energy charge per kWh: one hundred percent of the wholesale kWh charge incurred by City on account of and attributable to service to the customer.
- Demand charge per kilowatt: one hundred percent of the wholesale kilowatt charge incurred by City on account of and attributable to service to the customer.
- Power factor charge: one hundred percent of the power factor charge incurred by City because of and attributable to service to the customer.
- Any fees or charges set forth in the service agreement with the customer or identified in the conditions for eligibility.

Conditions

- A. To qualify for the Interruptible 115 kV Transmission Voltage Service, a customer shall have and maintain a monthly 60-minute integrated demand of 5,000 kilowatts or greater.
- B. To remain eligible for the Interruptible 115 kV Service, a customer must maintain a minimum monthly load factor equal to or greater than 65 percent in six months out of a consecutive 12-month period, which is to include the current month. Failure to maintain the proper load factor will result in all service furnished in such period to be billed at the rates set forth in Schedule LG, PT or HP as is applicable. The customer will not be allowed to resume service on the IP rate schedule until the above load factor criteria are met for two consecutive months.
- C. Service provided under the Interruptible 115 kV Transmission Voltage shall be subject to interruption automatically, with or without notice, when the system frequency is 59.5 hertz or lower for periods not to exceed 140 hours or 15 such interruptions in any period of six consecutive months ending on March 31 or September 30 of any year.
- D. An interruptible customer shall be required to pay a penalty of one hundred percent of any penalty incurred by the City from the power supplier for each month in which said customer either (1) fails to shut down their interruptible load within 10 minutes following notice by the City and/or the power supplier or (2) resumes operation of said interruptible load prior to receiving notice from the City and/or the power supplier that said operation may be resumed. If such interruptible customer is penalized under this clause two times in any consecutive 12-month period, the customer shall not be eligible for this interruptible rate for a period of 12 months from the date of the second penalty.

City of Loveland, Colorado
Water and Power Department
 201~~1~~² *Schedule of Rates, Charges and Fees*
 RATES - ELECTRIC

***Interruptible 115 kV Transmission Voltage Service
 Schedule IP (cont'd)***

- E. Each customer on the IP rate shall contract to reimburse the City and its power supplier for the installed costs of interrupting switches, breakers and remote control equipment required to provide service on this schedule. The City, the power supplier and the interruptible customer shall coordinate facility construction and maintenance to minimize the impact on the electric power system.
- F. The energy charge set forth in Schedule IP shall be increased by an amount equal to any surcharge assessed against the City by its wholesale supplier during the billing period relative to this service.
- G. Where metering for this service is at the low voltage side of the transformer and transformer loss compensators are not used, all metered quantities shall be increased by two percent to compensate for transformation losses.
- H. Service under this category shall be provided pursuant to the rate structure for Schedule IP and as set forth in the customer's approved service agreement with the City and shall be subject to such additional terms, fees and conditions as set forth in such agreement. No service shall be provided under Schedule IP absent a service agreement signed on or after the effective date of this resolution, between the customer and the City. Schedule IP is not available for temporary, standby, supplemental or resale purposes.
- I. The city manager is authorized to enter into service agreements for 115 kV service on behalf of the City provided that such agreements protect the integrity of the electric system, do not impair service to other customers and are designed to recover all costs of the City in providing such service.
- J. For billing purposes, the billing period starts on the first day of the month and ends on the last day of the month. The first day starts at 00:00 hours and ends at 24:00 hours on the last day.
- K. Each customer on Schedule IP shall sign a waiver of all liability for the City and the power supplier for consequential and/or actual damages resulting from interruptions in accordance with this schedule and/or the service agreement.

Power Factor

For each billing period, the City and/or the power supplier will determine the customer's ratio between the measured demand (kW) and reactive kilovolt-ampere (kvar) demand. The calculation will be done at the time of the power supplier's monthly peak. If the 60-minute kvar demand is found to be in excess of 33 percent of the maximum kW demand occurring at the same time, and additional monthly charge will be made for each kvar of such excess at one hundred percent of the power factor charge incurred by the City for the amount of and attributable to service to the customer. If facilities are installed by the City and/or the power supplier to achieve power factor correction at the delivery point for the customer, the customer may avoid or reduce this kvar charge by reimbursing the City and/or the power supplier for the cost of such installation.

City of Loveland, Colorado
Water and Power Department
201~~1~~² Schedule of Rates, Charges and Fees
RATES - ELECTRIC

Interruptible 115 kV Transmission Voltage Service
Schedule IP (cont'd)

Load Factor

The monthly load factor will be calculated by taking the total measured kilowatt-hours consumed by the customer in the billing period and dividing that amount by the total hours in the billing period times the greater of (1) the customer's maximum 60-minute integrated kW demand during the billing period or (2) 5,000 kilowatts.

City of Loveland, Colorado
Water and Power Department
 201~~1~~² *Schedule of Rates, Charges and Fees*
 RATES - ELECTRIC

Area Lighting
Schedule AL

Availability

Area lights will be furnished to customers who request this service for the purpose of lighting private property or alleys or other areas where City street lighting would normally not be installed. Decisions for location of the lights shall be in the discretion of the City. Applications for area lights should be made at the City of Loveland Water and Power Department.

Monthly Rate

The rate per watt for area lights shall be

.....\$0.042900453

0

The PILT charge per watt for area lights shall be

.....\$0.002570033

9

Conditions

All area lights shall be high pressure sodium vapor units.

City of Loveland, Colorado
 Water and Power Department
 201~~1~~² Schedule of Rates, Charges and Fees
 RATES - ELECTRIC

**Flat Rate Service
 Schedule FE**

Availability

Small devices attached to the City’s electric distribution system for the purpose of amplifying cable TV and telephone signals or operating automatic sprinkler controls in remote locations after June 1, 1992, will not require metering and will be billed on a flat monthly rate. Accounts existing prior to June 1, 1992, shall continue to be metered and billed at their present rate unless the customer requests conversion to the flat rate set forth in this schedule.

Monthly Rates

Signal amplifiers	\$25.57 <u>26.70</u>
<u>Signal amplifiers</u> PILT charge	\$1.53 <u>2.00</u>
Automatic sprinkler controls.....	\$3.80 <u>3.97</u>
<u>Automatic sprinkler controls</u> PILT charge	\$0.23 <u>30</u>
Bus shelters	\$15.72 <u>16.41</u>
<u>Bus shelters</u> PILT charge	\$0.94 <u>1.23</u>

Conditions

- A. Signal amplifiers can be no greater than 5 amps per device.
- B. Automatic sprinkler controls can be no greater than 1.0 amp per device.
- C. The department may randomly install meters as it deems necessary in order to monitor the actual consumption.
- D. A customer with multiple device locations existing prior to June 1, 1992, requesting a conversion of said devices to the Flat Rate Schedule, must convert all devices existing prior to June 1, 1992, to the Flat Rate Schedule.

City of Loveland, Colorado
Water and Power Department
 201~~1~~² *Schedule of Rates, Charges and Fees*
 FEES - ELECTRIC

II. Fees - Electric

Applications for Electric Service

Every person desiring a supply of electric current from the City, or an upgrade or other change in existing service, shall make application therefore to the City upon forms furnished for that purpose.

Plant Investment Fee

Plant Investment Fees provide for the additional electric transmission, substation and distribution facilities made necessary by the extension of electric service to new connections. The Plant Investment Fee provided herein shall be, in addition to, all of the rates and charges made in connection with the furnishing by the City of electric service, and shall be payable as provided for in this section.

- A. Schedule R – Residential Service and Schedule RD – Residential Demand Service.** At the time application is made for any dwelling unit to be built within the corporate boundaries of the City, or at the time of application for electric service for any dwelling unit to be built outside the corporate boundaries of the City, there shall be paid to the City a Plant Investment Fee in the amount of ~~\$1,540~~1,600.00 for each electric meter to be installed in connection with the dwelling unit with a service size of greater than 150 amps and ~~\$1,190~~1,250.00 for each electric meter to be installed in connection with the dwelling unit with a service size of 150 amps or less. (Each dwelling unit within a structure containing more than one dwelling unit shall be separately metered). No energization of a permanent connection to any dwelling unit served by the City shall occur unless and until the Plant Investment Fee is paid.

For the purpose of this section, “dwelling unit” means one or more rooms and a kitchen area designed for or occupied as a unit for living and cooking purposes, which is located within a single family, multiple family or mobile home, but excluding congregate care facilities, as those terms are defined in Municipal Code Chapter 18.04. A congregate care facility may receive service under Schedules R, RD, SG, LG, PT or HP.

Upon application, the Water and Power Department may allow a single meter to serve a multiple family dwelling if such multiple family dwelling is a federally assisted and federally supervised project and the project sponsor is required by the federal agency having jurisdiction thereof to include the provision of electric service within the rent structure for the project. Such project may receive service under Schedules R, RD, SG, LG, PT or HP. If any such projects should cease to be federally supervised, then the project shall revert to the requirement of individual metering, the Plant Investment Fee for residential service shall be paid and a credit shall be applied against such Plant Investment Fee in the amount of the Plant Investment Fees paid while receiving service under another class.

City of Loveland, Colorado
Water and Power Department
 201~~1~~² *Schedule of Rates, Charges and Fees*
 FEES - ELECTRIC

Plant Investment Fee (cont'd)

B. Schedule SG – Small General Service. The Plant Investment Fee for accounts receiving small general service shall be collected in each billing period. The amount of the Plant Investment Fee to be billed in each period shall be equal to \$0.~~00484~~00507 per kWh used by the account during the billing period.

In establishing the Plant Investment Fees in 1979, customers served prior to May 1, 1979, are exempt from the Plant Investment Fee at the existing location only. Customers who have paid the five-year Plant Investment Fee for a particular location are exempt from the fee at the location covered.

C. Schedule LG – Large General Service. The amount of Plant Investment Fee to be billed in each billing period shall be equal to \$0.~~00484~~00507 per kWh used by the account during the billing period.

D. Schedule PT and HP – Primary Service with Transformer and Schedule HP – High Primary Service. The amount of Plant Investment Fee to be billed in each billing period shall be equal to \$0.~~00469~~00492 per kWh used by the account during the billing period.

E. Discontinuance of Service. In addition to all of the remedies available to the City, electric service may be discontinued for failure to pay the Plant Investment Fee provided for in this section, and such discontinuance shall be in accordance with the notice procedures set forth in Municipal Code Section 13.02.070.

Service Turn-On Fee at the Meter

During regularly scheduled work hours, there is imposed a fee in the amount of \$35.00 for each service turn-on where power is energized at the meter.

After regularly scheduled work hours, there is imposed a fee in the amount of \$65.00 for each service turn on where the power is energized at the meter.

After hours fees apply to all requests received after 4 p.m. Monday through Friday, anytime Saturday or Sunday, and all holidays observed by the City of Loveland.

Disconnect and Reconnect Services

Water and Power will perform a typical service disconnect/reconnect where power is energized or de-energized on the line side of the meter, on a flat fee basis.

There is imposed a fee in the amount of \$125.00 for each typical service disconnect/reconnect and \$215.00 for each typical service disconnect/reconnect with engineering.

A typical service disconnect/reconnect is defined as one where there is no increase in wire size or length.

All other service disconnect/reconnects will be billed at Water and Power's actual cost.

City of Loveland, Colorado
Water and Power Department
 201~~1~~² *Schedule of Rates, Charges and Fees*
 FEES - ELECTRIC

Permanent Disconnect and Removal of Service

Where a request for permanent disconnection and removal of single-phase service has been requested, there is imposed a flat fee of \$125.00.

Where a request for permanent termination of three-phase service has been requested, charges will be billed at Water and Power's actual cost.

Charges When Access Denied

There is imposed a charge as set forth in this section, that shall be due and payable when billed, to cover the additional costs and expenses incurred by the City whenever clear access to the meter location is denied. Clear access shall be deemed to be denied whenever, because of locked gates, animals confined in the same space as the meter location, or for any other reason, and after making a reasonable attempt to locate a person upon the premises to gain access, an authorized representative of the City is unable to read the meter, change the meter, or perform such other function as such representative is lawfully authorized to perform. The amount of such charge shall be as follows:

- A. When clear access is denied for two successive meter readings, and an appointment is made with the consumer or a special trip is made for reading the meter, a charge of \$10.00 is imposed for such appointment or special trip occurring during regular business hours, and \$15.00 for such appointment occurring during off-duty hours and weekends.
- B. When clear access is denied and a special trip is made to change a meter on the department's regular maintenance program, a \$35.00 charge is imposed.
- C. When clear access is denied for the purpose of disconnecting service, and service is disconnected at the junction box or overhead pole, a charge of \$125.00 is imposed.
- D. When clear access is denied for the purpose of disconnecting service at the junction box or overhead pole, the actual costs will be billed.

Residential Service Installations and Upgrades for Single Family and Duplex Dwellings

- A. A typical new residential service installation will be performed by the Water and Power Department on a flat fee basis. A typical new underground service is defined as having a trench length of 100 feet or less; trenching to be performed in normal soil conditions.
 1. For a service using 1/0 triplex CIC with a panel size of 150 amps or less, the fee is \$535.00 and the Plant Investment Fee, as described in the Resolution Schedule of Rates, Charges and Fees as adopted by City Council, shall also be collected.
 2. For a service using 4/0 triplex CIC with a panel size of 200 amps, the fee is \$720.00 and the Plant Investment Fee, as described in the Resolution Schedule of Rates, Charges and Fees as adopted by City Council, shall also be collected.

A typical new overhead service is defined as a service length of 80 feet or less, does not require setting a pole or transformer, is #2 triplex with a panel size of 150 amps or less, or 1/0 triplex with panel size of 200 amps. The fee for such service is \$290.00.

City of Loveland, Colorado
Water and Power Department
 201~~1~~² *Schedule of Rates, Charges and Fees*
 FEES - ELECTRIC

Residential Service Installations and Upgrades for Single Family and Duplex Dwellings (cont'd)

A service not meeting the above criteria shall be billed at the Water and Power Department's actual cost of installation.

Within the city limits of the City of Loveland, the fees shall be collected by the department issuing the building permit for the residence. If outside the city limits, the fee will be collected by the Water and Power Department before work can proceed.

- B. Residential service upgrades resulting in services larger than 150 amps and no larger than 200 amps shall require a deposit of \$300.00 for overhead, and \$800.00 for underground. This deposit will be applied to the actual costs billed by the Water and Power Department upon completion of work performed.

Residential Service Installations and Upgrades for Multiplex Service Installations

- A. For purposes of this Resolution, a "multiplex" is defined as a structure containing not less than three and not more than six dwellings.
- B. A "typical" multiplex electric service installation will be provided by and installed by the contractor per National Electric Code. It will be energized by the Water and Power Department on a flat fee basis.

A typical multiplex service installation will be provided by the contractor in which an electrical secondary source is already in existence. The fee for installation of an electric service in a typical multiplex project is \$620.00 for the project and the Plant Investment Fee, as described in the current Schedule of Rates, Charges and Fees as adopted by the City Council, shall also be collected for each unit.

Multiplexes requiring an underground service in an overhead service area will have an underground service provided by and installed by the contractor per National Electric Code. They will be billed the actual costs incurred by the Water and Power Department.

If there is no existing source for electric service and an extension of secondary power is necessary, the customer shall pay the actual costs incurred by the Water and Power Department to extend the secondary power source.

Requests for overhead multiplex service installations will be evaluated for feasibility by the Water and Power Department. If overhead service is deemed appropriate, it will be installed and billed at the actual cost incurred by the Water and Power Department.

All services to multiplexes will be installed as described in the National Electric Code pertaining to commercial services. NOTE: Duplexes will be billed as outlined in the "Residential Service

City of Loveland, Colorado
 Water and Power Department
 201~~1~~² Schedule of Rates, Charges and Fees
 FEES - ELECTRIC

Installations and Upgrades for Single and Duplex Dwellings” section in the current Schedule of Rates and Charges – Electric.

Residential Service Installations and Upgrades for Multiplex Service Installations (cont’d)

- C. Buildings with greater than six dwelling units:
 Any complex containing more than six dwelling units shall pay the actual costs incurred by the Water and Power Department to have a contractor-installed service energized.

Field Engineering Deposits

A customer requesting a new or modified electric service, relocation of facilities, or other work requiring engineering and construction, must make a deposit with the department. If the project is cancelled, the deposit will be applied to the actual charges incurred, any resulting credit or debit will be refunded or billed to the customer. Upon completion of engineering, the customer will deposit with the department the total deposit required.

ENGINEERING DEPOSITS

A.	Residential and duplex single phase installations, 1-2 lots.....	\$800.00
B.	Single commercial buildings, transformer upgrades, raising, lowering, or removing existing power.....	\$1,200.00
C.	Residential subdivision of 3-25 lots, commercial subdivision of 2-10 lots, raising, lowering, or removing existing power.....	\$1,600.00
D.	Residential subdivision of more than 25 lots, commercial subdivision of more than 10 lots, malls, shopping centers, hospitals	\$3,000.00

Other Deposits

The following jobs are standard in nature, and specific deposits have been established for them. In all cases actual costs will be tracked and any resulting credit or debit will be refunded or billed to the customer.

A.	Install and terminate secondary riser up to 100 feet (no transformer required)	
	Residential to 200 amps	\$795.00
	Commercial (cable supplied and installed by customer)	\$705.00
B.	Open transformer to pull in secondary and terminate cable up to 130’	\$520.00
C.	Single phase padmount transformer upgrade (no other customers)	
	Upgrade one transformer size	\$1,815.00
	Upgrade two transformer sizes	\$1,940.00
	Upgrade three transformer sizes	\$2,300.00
D.	Single phase padmount transformer upgrade (other customers)	
	Upgrade one or two transformer sizes	\$1,940.00
	Upgrade three transformer sizes	\$2,420.00

City of Loveland, Colorado
Water and Power Department
201~~1~~² Schedule of Rates, Charges and Fees
FEES - ELECTRIC

E. Single phase overhead transformer upgrade (no other customers)	
Upgrade one or two transformer sizes	\$1,290.00
F. Single phase overhead transformer upgrade (other customers)	
Upgrade one or two transformer sizes	\$2,565.00

Note: Work tickets (not work orders) will be opened for these jobs and the actual costs will be billed. The cutoff for work tickets is \$1,000.00 except for transformer upgrades.

City of Loveland, Colorado
Water and Power Department
 201~~1~~² *Schedule of Rates, Charges and Fees*
 FEES - ELECTRIC

Temporary Extensions

The following requirements apply to all temporary extensions/connections necessary to serve customers such as transient shows, carnivals, fairs, circuses, concessions, residential construction work, or others of a temporary nature, excluding commercial development construction as defined in the *Contractor Construction Standards*.

- A. The customer shall pay a flat rate of \$130.00 for the cost of installation and removal of the temporary extension as defined in the *Contractor Construction Standards*, under “Temporary Construction Service”. Customers with extensions not meeting these standards will be billed for the actual costs.
- B. The customer shall pay for electric consumption monthly under the applicable rate.
- C. No temporary service shall continue beyond the time of building occupancy, or eighteen months from connection of such temporary service, whichever occurs sooner, without the consent of the City.
- D. The City may refuse to connect additional customers to temporary extensions until the temporary extensions have become permanent.

Area Lighting

A 100-watt high pressure sodium vapor fixture will be furnished and installed by the City at a fixed one time charge. Any fixture other than a 100-watt fixture, poles, secondary conductor and other apparatus, if required, will be provided at an additional charge based on actual costs incurred by the Water and Power Department. Decisions for location of the lights shall be at the discretion of the City. Applications for area lights should be made at the City of Loveland Water and Power Department. The fee for the installation of a 100-watt high pressure sodium vapor fixture is \$360.00.

Energizing of Electric Service to Small Devices Qualifying for Flat Rate Service

There will be a flat fee for the energizing of electric service to small devices attached to the City’s electric distribution system for the purpose of amplifying cable TV and telephone signals or operating automatic sprinkler controls in remote locations. A fee of \$285.00 shall be charged to the customer for the actual installation of the service. No outlets will be permitted, nor shall there be lighting of any kind connected to this type of service. If there is no existing source and an extension of secondary power is necessary, the customer will pay for actual costs to energize the device

Pole Attachment Fee

Each attachment by a non-City utility to a City of Loveland power pole will be charged \$21.64 per year.

City of Loveland, Colorado
Water and Power Department
 201~~1~~² *Schedule of Rates, Charges and Fees*
 FEES - MISCELLANEOUS

III. Fees - Miscellaneous

After Hours

After hours fees apply to all requests received after 4:00 p.m. Monday through Friday, anytime Saturday or Sunday, and all holidays observed by the City of Loveland.

Fire Hydrant and Fire Protection Tap

A charge of \$2.30 per residence and \$5.80 per business per month shall be paid by water users outside the city who are located within one thousand feet of a fire hydrant, measured along roads or streets, and \$5.80 per month per tap for each fire protection tap serving premises outside the city. If fire protection tap service is the only city utility service received by the premises, an administrative fee of \$1.70 per month shall also be paid.

Hydrant Meter Guidelines

General: Fire hydrants are installed for the main purpose of fire protection. Whenever a hydrant meter is placed on a hydrant, that hydrant is, for all practical purposes, out of service and the chances of causing damage to that hydrant are increased. For these reasons and the potential for problems involved with providing hydrant meters on a rental basis, it has become necessary to establish more clearly defined guidelines for the use of hydrant meters.

Intent: The use of fire hydrant meters is intended for only those situations when a large volume of water is needed in a short period of time. These meters shall not be used as a temporary substitute for a permanent water service connection or a permanent irrigation tap. Examples of acceptable and unacceptable uses are as follows:

Acceptable:

- Providing water for increasing moisture during earthmoving.
- Filling swimming pools.
- Filling tanks on water truck (No chemicals allowed in tank).

Unacceptable

- Masonry work
- Car washes
- Irrigation
- Water for concrete saws
- Washing streets or parking lots

City of Loveland, Colorado
Water and Power Department
 201~~1~~² *Schedule of Rates, Charges and Fees*
 FEES - MISCELLANEOUS

Hydrant Meter Guidelines (cont'd)

Guidelines & Procedures: The following guidelines shall be used for regulating the use of fire hydrant meters:

1. Requests for hydrant meters must be received a minimum of 48 hours prior to the time needed. All requests should be made by contacting the Water and Power Department at 970-962-3701. The applicant must sign the Hydrant Meter Request Form at the Water and Power Department, 200 N. Wilson Avenue, and post a deposit of \$1,000.00 (money order or cashier's check) before the meter will be set. The deposit shall be held until all costs associated with the hydrant rental are paid in full and may be used to offset any such costs not paid within 30 days of issuance of the final invoice.
2. Each request will be reviewed to determine if the proposed use meets the intent of these guidelines. The use of the water from a hydrant meter for other than the stated purposes or misrepresentation of that use will result in the loss of the convenience of obtaining water in this manner.
3. The City will determine on a case-by-case basis whether or not a particular hydrant is acceptable for the installation of a meter. Not all hydrants are available for use with a meter. If the requested hydrant is not available, alternate hydrants will be suggested.
4. Water Utility personnel will install the meter, secure it to the hydrant, and operate the hydrant. Customer shall control flow of water with valve provided on meter assembly. Customer is responsible for securing this valve to prevent the unauthorized use of water by others. Removal of the handle or hand wheel from the control valve is not an acceptable method of securing the valve. ONLY trained City employees will be authorized to operate fire hydrants.
5. During the winter months, hydrant meters will be issued only on a day-to-day basis when outside temperatures are above freezing and are expected to remain above freezing for most of the day. Meters will be installed as soon after 8:00 a.m. as practical, and will be picked up at approximately 3:00 p.m. or earlier if outside temperatures drop below freezing, or if requested.
6. Meters will be issued with a male 2½" National Standard thread connection. No hoses or adapters will be provided.
7. Customer is responsible for all rental fees and other charges. A copy of the current fees is attached. These fees will include charges for all water use.
8. Customer is responsible for any and all damage to the meter and/or fire hydrant while meter is installed. If damage occurs, an invoice will be issued to cover all repair or replacement costs, and customer shall promptly pay the invoiced amount.
9. Number of hydrant meters is limited; therefore the meters are available on a first-come/first-served basis. A separate request form must be submitted for each location and/or time period requested.
10. In accordance with the City Code, it is unlawful to waste water. Every effort should be made to conserve this valuable resource. Wasteful uses will not be allowed.
11. Failure to comply with these guidelines, or illegally obtaining water from, or in any way tampering with a fire hydrant, is in violation of the City Code, and upon conviction is punishable by a fine or imprisonment.

Alternate Source of Water: For building construction projects, water is also available through permanent water taps at a construction billing rate. This source of water is handled by the Building Division, 500 E. 3rd Street, 962-2504, and typically issued along with a building permit.

City of Loveland, Colorado
Water and Power Department
201~~1~~² Schedule of Rates, Charges and Fees
FEES - MISCELLANEOUS

Summary of Hydrant Meter Fees and Charges

Installation of meter	\$20.00*
Moving meter	\$20.00*
Removal of meter	\$20.00*
Meter rental	\$5.00/day
Water used	\$1.00/300 gallons

*After hour services (normal hours are Monday through Friday, 7:30 a.m. to 4:00 p.m.) will be charged for overtime labor rates in addition to the \$15.00 charge

New Account or Reactivation Fee and New Account Meter Reading Fee. Connection fees in the following amounts are hereby imposed, to be collected with the first utility bill rendered after utility service has been established or a customer account or utility service is reactivated following voluntary or involuntary termination:

Activation or establishment of a customer account for a service address	\$11.00
Meter reading charge for service address if read by Utility Billing Division.....	\$10.00
Reactivation of a customer account for a service address	\$10.00
Interfering or Tampering with a Meter	\$50.00

Automated Load Profile Metering Program (ALPS). No new ALPS customers will be accepted after 2009. Commercial and industrial customers will be given the option of utilizing specialized metering equipment that will allow them to monitor their utility consumption on a daily basis through a web-based program. The fees to participate in this program are according to the following schedule:

Monthly Fee Per Meter	
First 9 meters	\$67.50
Meters 10 through 19	\$54.00
Meters 20 and up	\$50.00

Customers that will be enrolling to use this service will need to provide their own telephone line, preferably a line dedicated solely for this purpose. The cost of the telephone line will be borne by the customer. If a customer signs up for the program, and then decides to leave the program in less than one year, the customer will be subject to a \$200 exit fee per meter.

FIRST READING October 4, 2011

SECOND READING _____

RESOLUTION #R-64-2011

A RESOLUTION ADOPTING THE 2012 SCHEDULE OF RATES, CHARGES, AND FEES FOR SERVICES PROVIDED BY THE WATER AND POWER DEPARTMENT OF THE CITY OF LOVELAND AND SUPERSEDING ALL PRIOR RESOLUTIONS ESTABLISHING SUCH RATES, CHARGES, AND FEES

WHEREAS, the Loveland Municipal Charter and Code provide that all utility rates, charges, and fees of the City shall be set by resolution upon two readings of the City Council; and

WHEREAS, the City Council last set the rates, charges, and fees for services provided by the City's Water and Power Department in Resolution #R-53-2010; and

WHEREAS, the City Council periodically adjusts the rates, charges, and fees for services provided by the City's Water and Power Department to more accurately reflect the cost of providing said services to the customers; and

WHEREAS, City staff has presented to the City Council a revised "Schedule of Rates, Charges, and Fees," a copy of which is attached hereto as Exhibit A and incorporated herein by reference ("Schedule of Rates, Charges, and Fees").

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

Section 1. That the Schedule of Rates, Charges, and Fees, attached hereto as Exhibit A, is hereby adopted for services provided by the Water and Power Department of the City of Loveland and shall apply to all billings mailed on or after January 1, 2012.

Section 2. That this Resolution shall supersede in all respects all previous resolutions of the City Council which set the rates, charges, and fees now being set, including those set in Resolution #R-53-2010, for all billings mailed on or after January 1, 2012.

Section 3. That notwithstanding the foregoing, the rates, charges, and fees set in Resolution #R-53-2010 shall continue in full force and effect from the date of this Resolution until they are superseded on and after January 1, 2012 as provided herein.

Section 4. That this Resolution shall be effective as of the date of its adoption on second reading as provided in the Loveland Municipal Code.

ADOPTED this ____ day of October, 2011.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



Assistant City Attorney

CITY OF LOVELAND, COLORADO



Water and Power Department Schedule of Rates, Charges and Fees

Effective 1/1/12

TABLE OF CONTENTS

SUMMARY.....1

ELECTRIC RATES 1

WASTEWATER RATES 3

WATER RATES 4

SYSTEM IMPACT FEES – ELECTRIC (PLANT INVESTMENT FEES) 6

SYSTEM IMPACT FEES – WASTEWATER 6

CAPITAL RECOVERY SURCHARGE – WASTEWATER 6

SYSTEM IMPACT FEES – WATER 7

CAPITAL RECOVERY SURCHARGE - WATER 7

FIRE TAP PLANT INVESTMENT FEE 8

RAW WATER DEVELOPMENT FEE 8

RAW WATER CAPITAL RECOVERY SURCHARGE PER 1,000 GALLONS 8

ELECTRIC FEES 8

WASTEWATER FEES 10

WATER FEES 10

MISCELLANEOUS FEES 11

I. RATES - ELECTRIC 12

RESALE OF ELECTRIC CURRENT PROHIBITED 12

SURCHARGE 12

RENEWABLE ENERGY PREMIUM 12

SELF-GENERATION RATE 14

RESIDENTIAL SERVICE 16

SCHEDULE R 16

RESIDENTIAL DEMAND SERVICE 17

SCHEDULE RD 17

SMALL GENERAL SERVICE 18

SCHEDULE SG 18

LARGE GENERAL SERVICE 19

SCHEDULE LG 19

PRIMARY SERVICE 20

SCHEDULE PS 17

PRIMARY SERVICE WITH TRANSFORMER 20

SCHEDULE PT 20

PRIMARY SERVICE WITH TRANSFORMER OVER 4,000 kW PER MONTH 21

SCHEDULE HP 21

INTERRUPTIBLE 115 kV TRANSMISSION VOLTAGE SERVICE 22

SCHEDULE IP 22

AREA LIGHTING 25

SCHEDULE AL 25

FLAT RATE SERVICE 26

SCHEDULE FR 26

II. FEES - ELECTRIC..... 27

APPLICATIONS FOR ELECTRIC SERVICE 27

PLANT INVESTMENT FEE 27

SERVICE TURN-ON FEE AT THE METER 28

CONNECTING AND DISCONNECTING SERVICES 28

PERMANENT TERMINATION OF SERVICE 29

CHARGES WHEN ACCESS DENIED 29

RESIDENTIAL SERVICE INSTALLATIONS AND UPGRADES FOR SINGLE FAMILY AND DUPLEX DWELLINGS 29

RESIDENTIAL SERVICE INSTALLATIONS AND UPGRADES FOR MULTIPLEX SERVICE INSTALLATIONS 30

CONSTRUCTION DEPOSITS 31

OTHER DEPOSITS 32

TEMPORARY EXTENSIONS 33

AREA LIGHTING 33

ENERGIZING OF ELECTRIC SERVICE TO SMALL DEVICES QUALIFYING FOR FLAT RATE SERVICE 33

POLE ATTACHMENT FEE 33

III. FEES - MISCELLANEOUS..... 34

City of Loveland, Colorado
Water and Power Department
 2012 Schedule of Rates, Charges and Fees
 SUMMARY

SUMMARY

Electric Rates

Annexation Surcharge	5%		
Renewable Energy Premium per 100 kilowatt-hour (kWh)	\$2.20		
		<u>Jan.-June,</u>	
		<u>Oct.-Dec.</u>	<u>July-Sept.</u>
Residential (Schedule R)			
Base Charge per Month	\$7.89		\$7.89
Energy Charge per kWh	\$0.06480		\$0.06900
PILT per kWh	\$0.00572		\$0.00598
Residential Demand (Schedule RD)			
Base Charge per Month	\$16.00		\$16.00
Energy Charge per kWh	\$0.02770		\$0.02770
PILT per kWh	\$0.00448		\$0.00476
Demand Charge per kW	\$7.75		\$8.25
Small General Service (Schedule SG)			
Base Charge per Month	\$12.25		\$12.25
Energy Charge per kWh	\$0.06500		\$0.06750
PILT per kWh	\$0.00536		\$0.00552
Plant Investment Fee per kWh	\$0.00507		\$0.00507
Large General Service (Schedule LG)			
Base Charge per Month	\$63.50		\$63.50
Energy Charge per kWh	\$0.03290		\$0.03350
PILT per kWh	\$0.00450		\$0.00470
Plant Investment Fee per kWh	\$0.00507		\$0.00507
Demand Charge per kW	\$9.99		\$10.49
Primary Service with Customer Owned Transformer (Schedule PT)			
Base Charge per Month	\$75.00		\$75.00
Energy Charge per kWh	\$0.03190		\$0.03340
PILT per kWh	\$0.00370		\$0.00392
Plant Investment Fee per kWh	\$0.00492		\$0.00492
Demand Charge per kW	\$8.99		\$9.49

City of Loveland, Colorado
Water and Power Department
 2012 Schedule of Rates, Charges and Fees
 SUMMARY

Electric Rates Cont'd

	<u>Jan.-June, Oct.-Dec.</u>	<u>July-Sept.</u>
Primary Service over 4,000 kW with Customer Equipment (Schedule HP)		
Base Charge per Month	\$75.00	\$75.00
Energy Charge per kWh	\$0.02850	\$0.02850
PILT per kWh	\$0.00370	\$0.00392
Plant Investment Fee per kWh	\$0.00492	\$0.00492
Demand Charge per kW	\$12.15	\$12.65
 Interruptible Service by Contract (Schedule IP)		
Area Lighting	<u>Jan.-Dec.</u>	
Rate per watt of bulb	\$0.04530	
PILT per watt of bulb	\$0.00339	
 Flat Rates (Schedule FR)		
Signal Amplifiers	\$26.70	
PILT	\$2.00	
Automatic Sprinkler Controls	\$3.97	
PILT	\$0.30	
Bus Shelters	\$16.41	
PILT	\$1.23	

City of Loveland, Colorado
Water and Power Department
2012 Schedule of Rates, Charges and Fees
SUMMARY

Wastewater Rates

<u>Monthly Flat Rate</u>	<u>Inside City</u>	<u>Outside City</u>
Single-family residential	\$17.67	\$26.51
Multi-family residential per unit	\$14.22	\$21.33
Non-residential property (Commercial or Industrial)	\$115.23	\$172.83
 <u>Metered Water Service</u>		
Monthly base charge – single-family residential	\$5.63	\$8.45
Monthly base charge – multi-family residential	\$4.83	\$7.24
Monthly base charge – commercial	\$8.00	\$12.00
Monthly base charge – industrial	\$8.00	\$12.00
Volume charge per 1,000 gallons – single-family residential	\$2.60	\$3.90
Volume charge per 1,000 gallons – multi-family residential	\$2.60	\$3.90
Volume charge per 1,000 gallons – commercial	\$3.21	\$4.81
Volume charge per 1,000 gallons – industrial	\$3.36	\$5.04
 <u>High Strength Surcharge</u>		
BOD charge per pound when discharge is greater than 246 mg/l	\$0.32	\$0.48
TSS charge per pound when discharge is greater than 249 mg/l	\$0.17	\$0.26

City of Loveland, Colorado
Water and Power Department
2012 Schedule of Rates, Charges and Fees
SUMMARY

Water Rates

Metered Rates

The monthly service charge shall be the sum of the base charge and the use fee per 1,000 gallons as set forth below:

Single-Family Residential Base Charge

<u>Tap Size (in inches)</u>	<u>Inside City</u>	<u>Outside City</u>
0.75	\$4.87	\$7.31
1.00	\$5.74	\$8.61
1.50	\$6.61	\$9.92
2.00	\$9.00	\$13.50
3.00	\$26.56	\$39.84
4.00	\$33.06	\$49.59
6.00	\$48.24	\$72.36

Multi-Family Residential Base Charge

<u>Tap size (in inches)</u>	<u>Inside City</u>	<u>Outside City</u>
0.75	\$9.99	\$14.97
1.00	\$10.84	\$16.27
1.25	\$11.29	N/A
1.50	\$11.72	\$17.56
2.00	\$14.10	\$21.15
3.00	\$31.66	\$47.49
4.00	\$38.17	\$57.25
6.00	\$53.34	\$80.00

Commercial Base Charge

<u>Tap size (in inches)</u>	<u>Inside City</u>	<u>Outside City</u>
0.75	\$4.87	\$7.31
1.00	\$5.74	\$8.61
1.50	\$6.61	\$9.92
2.00	\$9.00	\$13.50
3.00	\$26.56	\$39.84
4.00	\$33.06	\$49.59
6.00	\$48.24	\$72.36

City of Loveland, Colorado
Water and Power Department
2012 Schedule of Rates, Charges and Fees
SUMMARY

Water Rates Cont'd

Irrigation Base Charge

<u>Tap size (in inches)</u>	<u>Inside City</u>	<u>Outside City</u>
0.75	\$4.87	\$7.31
1.00	\$5.74	\$8.61
1.50	\$6.61	\$9.92
2.00	\$9.00	\$13.50
3.00	\$26.56	\$39.84
4.00	\$33.06	\$49.59
6.00	\$48.24	\$72.36

Industrial Base Charge

<u>Tap size (in inches)</u>	<u>Inside City</u>	<u>Outside City</u>
0.75	\$4.87	\$7.31
1.00	\$5.74	\$8.61
1.50	\$6.61	\$9.92
2.00	\$9.00	\$13.50
3.00	\$26.56	\$39.84
4.00	\$33.06	\$49.59
6.00	\$48.24	\$72.36

Charges for larger taps will be set by City Council.

Use Fee per 1,000 gallons

	<u>Inside City</u>	<u>Outside City</u>
Single-Family Residential	\$1.83	\$2.75
Multi-Family Residential	\$1.68	\$2.52
Commercial	\$1.77	\$2.66
Irrigation	\$2.17	\$3.26
Industrial	\$1.80	\$2.70

Note regarding Industrial rate: Any water customer whose annual water consumption is greater than twenty million gallons, and whose highest month use, as determined by the daily average, is not more than one hundred thirty percent of the average monthly use in a calendar year period, shall qualify for the Industrial rate. Qualification for this rate is subject to annual review by the Water and Power Department and may be revoked if determined that the customer no longer qualifies for this rate.

Hidden Valley Monthly Base Charge for 0.75 inch tap \$142.21

Excess Water Use – Surcharge per 1,000 gallons \$0.75

City of Loveland, Colorado
Water and Power Department
 2012 Schedule of Rates, Charges and Fees
 SUMMARY

Water Rates Cont'd

Fire Hydrant Charge per month	
Residential	\$2.30
Commercial	\$5.80
Fire Protection Tap Service Fee per month	\$1.70
Tank and Hydrant Rate per 300 gallons	\$1.00

Plant Investment Fees - Electric

Residential Service	
Residential over 150 amp service	\$1,600.00
Residential 150 amp service or less	\$1,250.00
Non-Residential per kWh	
Small General Service	\$0.00507
Large General Service	\$0.00507
Primary Service w/customer equipment	\$0.00492
Primary Service over 4,000 kW w/customer equipment	\$0.00492

System Impact Fees – Wastewater

	<u>Inside City</u>	<u>Outside City</u>
Detached one-family dwelling	\$2,560.00	\$3,840.00
Attached one-family dwelling, per unit	\$2,180.00	\$3,270.00
Two-family dwelling, per unit	\$2,180.00	\$3,270.00
Multifamily dwelling containing 3-8 dwelling units, per unit	\$2,180.00	\$3,270.00
Multifamily dwelling containing 9 or more dwelling units, per unit	\$1,730.00	\$2,600.00

Nonresidential		
<u>Tap size (in inches)</u>	<u>Inside City</u>	<u>Outside City</u>
0.75	\$5,160.00	\$7,740.00
1.00	\$17,090.00	\$25,640.00
1.50	\$30,060.00	\$45,090.00

Nonresidential taps above 1.5-inch pays the capital recovery surcharge

Capital Recovery Surcharge – Wastewater

Inside City per 1,000 gallons of sewer billed	\$0.760
Outside City per 1,000 gallons of sewer billed	\$1.140

City of Loveland, Colorado
Water and Power Department
 2012 Schedule of Rates, Charges and Fees
 SUMMARY

System Impact Fees – Water

	<u>Inside City</u>	<u>Outside City</u>
Detached one-family dwelling	\$4,560.00	\$6,840.00
Attached one-family dwelling, per unit	\$2,910.00	\$4,370.00
Two-family dwelling, per unit	\$2,910.00	\$4,370.00
Multifamily dwelling containing 3-8 dwelling units, per unit	\$2,910.00	\$4,370.00
Multifamily dwelling containing 9 or more dwelling units, per unit	\$1,940.00	\$2,910.00
Nonresidential		
<u>Tap size (in inches)</u>	<u>Inside City</u>	<u>Outside City</u>
0.75	\$5,440.00	\$8,160.00
1.00	\$17,290.00	\$25,940.00
1.50	\$32,890.00	\$49,340.00
Irrigation		
<u>Tap size (in inches)</u>	<u>Inside City</u>	<u>Outside City</u>
0.75	\$11,790.00	\$17,690.00
1.00	\$30,970.00	\$46,460.00
1.50	\$79,190.00	\$118,790.00
2.00	\$105,160.00	\$157,740.00
3.00	\$258,000.00	\$387,000.00

Tap sizes larger than 3-inch shall be established by City Council. The impact fee for taps larger than 1.5 inch applies only to irrigation meters. Nonresidential taps above 1.5 inch pay the capital recovery surcharge.

Hidden Valley Water Tap Activation Fee:

This fee applies to all water taps applied for on or after January 1, 2010 to serve lots authorized pursuant to Resolutions #R-35-2004 and #R-83-2005. Payment of this fee shall be due upon application for the water tap. The fee shall be calculated as follows: $A \times B \times C = \text{fee}$.

A = Number of months from July 1, 2005 to the activation fee due date

B = \$67.00 per month

C = *Engineering News Record* 20 Cities Construction Cost Index (used to inflate the construction costs to current dollars)

Capital Recovery Surcharge - Water

Inside City per 1,000 gallons of water	\$0.704
Outside City per 1,000 gallons of water	\$1.056

City of Loveland, Colorado
Water and Power Department
2012 Schedule of Rates, Charges and Fees
SUMMARY

Fire Tap Plant Investment Fee

Fire Tap Plant Investment Fee (outside City only)	\$553.00
---	----------

Raw Water Development Fee

Detached One-Family Dwelling	\$1,000.00
------------------------------	------------

Attached One-Family Dwelling, per unit	\$1,000.00
--	------------

Multifamily dwelling containing 2-24 dwelling units, per unit	\$626.00
---	----------

Multifamily dwelling containing 25 or more dwelling units, per unit	\$123.00
---	----------

Nonresidential

Tap size (in inches)

0.75	\$1,000.00
------	------------

1.00	\$1,700.00
------	------------

1.50	\$3,300.00
------	------------

2.00	\$5,300.00
------	------------

3.00	\$10,000.00
------	-------------

Tap sizes larger than 3-inch shall be established by City Council. The impact fee for taps larger than 1.5 inch applies only to irrigation meters. Commercial taps above 1.5 inch pay the capital recovery surcharge.

Raw Water Capital Recovery Surcharge Per 1,000 Gallons

Raw Water Capital Recovery Surcharge Per 1,000 Gallons	\$0.15
--	--------

Electric Fees

Service Turn-On at the meter	\$35.00
------------------------------	---------

Service Turn-On at the meter – After Hours	\$65.00
--	---------

Service Turn-Off at the meter resulting from an unauthorized Service Turn-On	\$30.00
--	---------

Disconnect/Reconnect Services	\$125.00
-------------------------------	----------

Disconnect/Reconnect Services with Upgrade	\$215.00
--	----------

Permanent Service Connect (No Disconnect Needed)	\$125.00
--	----------

Permanent Disconnect of Service	\$125.00
---------------------------------	----------

City of Loveland, Colorado
Water and Power Department
2012 Schedule of Rates, Charges and Fees
 SUMMARY

Electric Fees Cont'd

Charges When Access Denied

Appointment or Special Trip to Read the Meter	\$10.00
Appointment or Special Trip to Read the Meter After Hours	\$15.00
Appointment or Special Trip to Change the Meter	\$35.00
Appointment or Special Trip to Change Meter After Hours or Weekends	\$45.00
Service is disconnected at the junction box or the overhead pole	\$125.00
When access to the pole is denied, actual costs will be billed	

Residential Service Installations

Typical Underground with 1/0 CIC	\$535.00
Typical Underground with 4/0 CIC	\$720.00
Typical Overhead	\$290.00

Multiplex 3-6 Units \$620.00

Field Engineering Deposits

Residential and duplex single phase installations, 1-2 lots	\$800.00
Single commercial buildings, transformer upgrades, raising, lowering, or removing existing power	\$1,200.00
Residential subdivision of 3-25 lots, commercial subdivision of 2-10 lots, raising, lowering, or removing existing power	\$1,600.00
Residential subdivision of more than 25 lots, commercial subdivision of more than 10 lots, malls, shopping centers, hospitals	\$3,000.00

Other Deposits – See Section Fees – Electric “Other Deposits”

Temporary Residential Connections \$130.00

Termination and energizing electric services to small devices \$285.00

Installation of Area Light \$360.00

City of Loveland, Colorado
Water and Power Department
2012 Schedule of Rates, Charges and Fees
SUMMARY

Wastewater Fees

Pretreatment Inspection Fee	\$70.00	
	<u>Inside City</u>	<u>Outside City</u>
Tapping Fees 4 inch or 6 inch Tap	\$210.00	\$235.00
4 inch Saddle and Stainless Strap	\$50.00	
6 inch Saddle and Stainless Strap	\$75.00	

Water Fees

Construction Water Fee	
<u>Tap size (in inches)</u>	
0.75	\$27.00
1.00	\$45.00
1.50	\$91.00
2.00	\$145.00
3.00	\$271.00
4.00	\$450.00
Above 4.00 inch tap will be negotiated with the Water and Power Department	
Water Turn-on Fee – Regular Hours	\$35.00
Water Turn-on Fee – After Regular Hours	\$60.00
Water Turn-off Fee for Unauthorized Service Turn-on	\$30.00
Water Meter Appointment Fee – Regular Hours	\$20.00
Water Meter Appointment Fee – After Regular Hours	\$30.00
Raw Water Cash-in-lieu Fee per Acre-Foot (City Code Sec.19.04.040)	Set by Loveland Utilities Commission
Native Raw Water Storage Fee per Acre-Foot	
Barnes Ditch	\$5,750.00
Big Thompson Ditch & Manufacturing Co.	\$3,530.00
Buckingham Irrigation Co. (Geo. Rist Ditch)	\$7,400.00
Chubbuck Ditch	\$7,400.00
Louden Irrigating Canal and Reservoir Co.	\$6,850.00
South Side Ditch Company	\$6,770.00

City of Loveland, Colorado
Water and Power Department
 2012 Schedule of Rates, Charges and Fees
 SUMMARY

Water Fees Cont'd

Construction Hydrant Meter Deposit	\$1,000.00
Hydrant Meter Rental	
Daily Rental	\$5.00
Install Fee	\$20.00
Remove Fee	\$20.00
Moving Meter Fee	\$20.00
Water Use	\$1.00/300 gallons
Meter Fees	
0.75 inch Meter and Readout	\$175.00
1.00 inch Meter and Readout	\$235.00
Install Meter and Inspection	
Meter inspect	\$45.00
Meter install	\$75.00
Water Tapping Fee	
0.75 inch	\$260.00
0.75 inch Corporation Stop	\$40.00
1.00 inch	\$260.00
1.00 inch Corporation Stop	\$55.00
1.50 inch	\$320.00
1.50 inch Corporation Stop	\$105.00
2.00 inch	\$320.00
2.00 inch Corporation Stop	\$175.00
Above 2.00 inch	\$320.00

Miscellaneous Fees

Late Payment Penalty	\$12.00
Field Collection Fee	\$18.00
New Account Fee	\$11.00
Reactivation Fee	\$10.00
New Account Meter Reading Fee	\$10.00
Interfering or Tampering with a Meter – electric or water	\$50.00
Return Check (Insufficient Funds) Charge	\$20.00
Filing Fee for Unpaid Bills	\$30.00

City of Loveland, Colorado
Water and Power Department
2012 Schedule of Rates, Charges and Fees
RATES - ELECTRIC

I. Rates - Electric

Resale of Electric Current Prohibited

It is unlawful for any consumer who purchases electric service from the City to sell such service to others.

Surcharge

There is imposed a surcharge in the amount of five percent of base charges plus charges for energy, demand, payment-in-lieu-of-taxes (PILT) for the sale of electric power to services that come into existence in all areas annexed to the City after January 31, 1987, which areas were formerly a part of an exclusive service territory granted to a cooperative electric association by the Public Utilities Commission. Such surcharge shall expire ten years after the effective date of annexation of each such area.

Renewable Energy Premium

Availability

The renewable energy premium is available as an option to all residential, commercial, and industrial customers served under Schedules R, RD, SG, LG, PS, PT and HP. The renewable energy premium is not available to Interruptible, Area Light or Flat Rate customers served under Schedules IP, AL and FR.

Monthly Rate

Premium per each 100 kWh increment of energy\$2.20

This charge is in addition to all other regular charges the customer incurs for electric service.

Monthly Minimum

The minimum bill shall be \$2.20 for each 100 kWh increment requested by the customer in the service agreement, plus the minimum bill as identified in the principal rate schedule for the customer.

Conditions

Service Restrictions – The supply of renewable energy is limited to the resources made available to the department by its power supplier, Platte River Power Authority (PRPA), and is therefore subject to all terms and conditions identified in PRPA’s tariff for Renewable Energy Service.

Service Agreement

The renewable energy premium is an optional charge and requires the customer to sign a service agreement with Loveland Water and Power.

City of Loveland, Colorado
Water and Power Department
2012 Schedule of Rates, Charges and Fees
RATES - ELECTRIC

Service Agreement Period

The renewable energy premium for all eligible rate schedules shall be available for a minimum initial period of 12 consecutive months and then continuing month to month thereafter until terminated. After the minimum period, the obligation to purchase or provide renewable energy may be terminated upon 30 days notice by either party. Termination of the principal service shall also terminate the agreement unless the customer chooses to advance the agreement to the new service address.

Service Agreement Amount

Customer may request renewable energy in 100 kWh increments. The billable monthly renewable energy premium will be the number of 100 kWh increments requested by the customer in the service agreement. The actual kilowatt-hours used by the customer in any given month may be more or less than the average.

City of Loveland, Colorado
Water and Power Department
2012 Schedule of Rates, Charges and Fees
RATES - ELECTRIC

Self-Generation Rate

Availability

The Self-Generation Rate is available as an option to all electric service customers who own, operate and maintain their own generation equipment.

Monthly Rate – System Size 1-50 kW

	Jan. – June, Oct. – Dec.	July – Sept.
Residential		
Base charge	\$7.89	\$7.89
Energy charge per kWh	\$0.06480	\$0.06900
Buyback charge per kWh	\$0.03872	\$0.04208
Monthly minimum bill	\$7.89	\$7.89
System size limitation	50 kW	50 kW
PILT per kWh	\$0.00572	\$0.00598
Small General		
Base charge	\$12.25	\$12.25
Energy charge per kWh	\$0.06500	\$0.06750
Buyback charge per kWh	\$0.03872	\$0.04208
Monthly minimum bill	\$12.25	\$12.25
System size limitation	50 kW	50 kW
PILT per kWh	\$0.00536	\$0.00552
Plant Investment Fee per kWh	\$0.00507	\$0.00507
Large General		
Base charge	\$63.50	\$63.50
Energy charge per kWh	\$0.03290	\$0.03350
Demand per kW	\$9.99	\$10.49
Buyback charge per kWh	\$0.03872	\$0.04208
Monthly minimum bill	\$63.50	\$63.50
System size limitation	50 kW	50 kW
PILT per kWh	\$0.00450	\$0.00470
Plant Investment Fee per kWh	\$0.00507	\$0.00507

City of Loveland, Colorado
Water and Power Department
 2012 Schedule of Rates, Charges and Fees
 RATES - ELECTRIC

Self-Generation Rate Cont'd
Conditions

The city will net meter all energy consumed by the customer and produced by the customer's generation system. Net metering shall be, for billing purposes, the net consumption as measured at the service meter on a monthly basis. Consumption will be measured monthly and in the event net metering is negative in a given month, such that the customer's generation system production is greater than the customer's consumption, there will not be a monthly cash credit for such production. All such excess energy, expressed in kilowatt-hours, shall be carried forward from month to month and credited against the customer's energy consumption, expressed in kilowatt-hours, in subsequent months. In the event that a negative net consumption balance remains after twelve consecutive months following the effective date of customer's commencing on the Self Generation Rate, or any annual anniversary thereafter, the City will pay the customer for such negative balances at the Self Generation Buyback Charge Rate.

Monthly Rate – System Size 51 – 400 kW

Large General Service	Jan. – Jun. Oct. – Dec.	July – Sept.
Base Energy	\$63.50	\$63.50
Energy Charge per kWh	\$0.03290	\$0.03350
PILT per kWh	\$0.00450	\$0.00470
Plant Investment Fee per kWh	\$0.00507	\$0.00507
Demand per kW	\$9.99	\$10.49
Buyback charge per kWh	\$0.04870	\$0.05880
Monthly Minimum Bill	\$63.50	\$63.50
System Size Limitation	51-400 kW	51-400 kW

The Self-Generating customer must be in compliance with the technical specifications and requirements contained in the Standard for Interconnecting Distributed Resources with the City of Loveland Electric Power System as found in the City's Municipal Code, Section 13.12.240 and must enter into a contract with the City.

City of Loveland, Colorado
Water and Power Department
 2012 Schedule of Rates, Charges and Fees
 RATES - ELECTRIC

**Residential Service
 Schedule R**

Availability

Residential Service is available for single-family dwelling units and individually metered multi-family dwelling units at any location within the area served by Loveland Water and Power. Single-family dwelling units and individually metered multi-family dwelling units shall mean those buildings or units used solely as residences and not used in part for any other purpose. This rate is applicable to existing and new residential customers. Service will be delivered through a single meter per dwelling unit, at one point of delivery.

Monthly Rate

The rate for Residential Service shall consist of the sum of the base charge, energy charge, and PILT in accordance with the following table:

Monthly Rate

The rate for Residential Service shall consist of the sum of the base charge, energy charge, and PILT in accordance with the following table:

	<u>Jan. – June, Oct. – Dec.</u>	<u>July – Sept.</u>
Base charge	\$7.89	\$7.89
Energy charge per kWh	\$0.06480	\$0.06900
PILT charge per kWh	\$0.00572	\$0.00598
Monthly minimum bill	\$7.89	\$7.89

City of Loveland, Colorado
Water and Power Department
 2012 Schedule of Rates, Charges and Fees
 RATES - ELECTRIC

**Residential Demand Service
 Schedule RD**

Availability

Residential Demand Service is available for single-family dwelling units and individually metered multi-family dwelling units at any location within the area served by Loveland Water and Power. Single-family dwelling units and individually metered multi-family units shall mean those buildings or dwelling units used solely as residences and not used in part for any other purpose. Existing accounts may elect service under this schedule by making application to Loveland Water and Power. Service will be delivered through a single meter per dwelling unit, at one point of delivery.

Monthly Rate

The rate for Residential Demand Service shall consist of the sum of the base charge, energy charge, demand charge and PILT in accordance with the following table:

	Jan. – June, <u>Oct. – Dec.</u>	<u>July – Sept.</u>
Base charge	\$16.00	\$16.00
Energy charge per kWh	\$0.02770	\$0.02770
PILT charge per kWh	\$0.00448	\$0.00476
Demand charge per kW	\$7.75	\$8.25
Monthly minimum bill	\$16.00	\$16.00

Billing Demand

The demand shall be the highest rate of use in kilowatts during any 15 minute interval of the billing period.

Power Factor Charge

Power factor charge of one hundred percent of the power factor charge incurred by the City on account of and attributable to service to the customer may be billed to the customer.

City of Loveland, Colorado
Water and Power Department
2012 Schedule of Rates, Charges and Fees
RATES - ELECTRIC

Small General Service
Schedule SG

Availability

Small General Service is required for all non-residential customers with less than or equal to 50 kW demand per month in ten months of a consecutive 12-month period. This also includes temporary power for non-permanent non-residential customers (for example: firework stands and holiday lights).

Monthly Rate

The rate for Small General Service shall consist of the sum of the base charge, energy charge and PILT in accordance with the following table:

	Jan. – June, <u>Oct. – Dec.</u>	<u>July – Sept.</u>
Base charge	\$12.25	\$12.25
Energy charge per kWh	\$0.06500	\$0.06750
PILT charge per kWh	\$0.00536	\$0.00552
Plant Investment Fee per kWh	\$0.00507	\$0.00507
Monthly minimum bill	\$12.25	\$12.25

Conditions

- A. Whenever metered demand exceeds 50 kW in any three months out of a consecutive 12-month period, Loveland Water and Power will notify the customer and further service provided to such customer shall be furnished at the Large General Service Rate. The department may install such meters as it deems necessary in order to determine the metered demand.
- B. For single-phase, three-wire service, the customer's equipment shall be connected so that the current carried by the neutral conductor shall be not greater than 15 percent of the maximum current in either of the two conductors. For three-phase wye or delta service, the customer's equipment shall be connected so that the current carried by any one-phase conductor shall be no greater than 115 percent of the current in either of the two-phase conductors.

City of Loveland, Colorado
Water and Power Department
 2012 Schedule of Rates, Charges and Fees
 RATES - ELECTRIC

Large General Service
Schedule LG

Availability

Large General Service is required for all non-residential customers exceeding 50 kW demand in any three months out of a consecutive 12-month period.

Continuation for Certain Customers

Customers on the Large General Service rate on January 31, 1999, with less than three months of 50 kW demand in a consecutive 12-month period will be grandfathered into the LG rate.

Monthly Rate

The rate for Large General Service shall consist of the sum of the base charge, energy charge, demand charge and PILT in according with the following table:

	Jan. – June, <u>Oct. – Dec.</u>	<u>July – Sept.</u>
Base charge	\$63.50	\$63.50
Energy charge per kWh	\$0.03290	\$0.03350
PILT charge per kWh	\$0.00450	\$0.00470
Demand charge per kW	\$9.99	\$10.49
Plant Investment Fee per kWh	\$0.00507	\$0.00507
Monthly minimum bill	\$63.50	\$63.50

Billing Demand

The demand shall be the highest rate of use in kilowatts during any 15-minute interval of the billing period.

Power Factor Charge

Power factor charge of one hundred percent of the power factor charge incurred by the City on account of and attributable to service to the customer may be billed to the customer.

City of Loveland, Colorado
Water and Power Department
2012 Schedule of Rates, Charges and Fees
RATES - ELECTRIC

**Primary Service with Transformer
Schedule PT**

Availability

Primary Service is available to all non-residential customers exceeding 50 kW demand in any three months within a 12-month period where service is delivered and metered at the available primary voltage and all serving facilities on the customer's side of the metering point are owned, operated and maintained by the customer.

Monthly Rate

The rate for Primary Service where the customer owns the transformers shall consist of the sum of the base charge, energy charge, demand charge and PILT in accordance with the following table:

	Jan. – June, <u>Oct. – Dec.</u>	<u>July – Sept.</u>
Base charge	\$75.00	\$75.00
Energy charge per kWh	\$0.03190	\$0.03340
PILT charge per kWh	\$0.00370	\$0.00392
Demand charge per kW	\$8.99	\$9.49
Plant Investment Fee per kWh	\$0.00492	\$0.00492
Monthly minimum bill	\$75.00	\$75.00

Billing Demand

The demand shall be the highest rate of use in kilowatts during any 15-minute interval of the billing period.

Power Factor Charge

A power factor charge of one hundred percent of the power factor charge incurred by the City on account of and attributable to service to the customer may be billed to the customer.

Conditions

Transformer ownership and maintenance is the responsibility of the customer receiving service under this rate schedule. The customer requesting this rate schedule is solely responsible for all costs associated with the installation and maintenance of the primary metering equipment and facilities. See the Water and Power Department's *Contractor Construction Standards* for equipment specifications.

City of Loveland, Colorado
Water and Power Department
2012 Schedule of Rates, Charges and Fees
RATES - ELECTRIC

Primary Service with Transformer Over 4,000 kW Per Month
Schedule HP

Availability

Primary Service over 4,000 kW per month is available to all non-residential customers exceeding 4,000 kW demand in any three months out of a consecutive 12-month period where service is delivered and metered at the available primary voltage and all serving facilities on the customer's side of the metering point are owned, operated and maintained by the customer.

Monthly Rate

The rate for Primary Service shall consist of the sum of the base charge, energy charge, demand charge and PILT in accordance with the following table:

	Jan. – June, <u>Oct. – Dec.</u>	<u>July – Sept.</u>
Base charge	\$75.00	\$75.00
Energy charge per kWh	\$0.02850	\$0.02850
PILT charge per kWh	\$0.00370	\$0.00392
Demand charge per kW	\$12.15	\$12.65
Plant Investment Fee per kWh	\$0.00492	\$0.00492
Monthly minimum bill	\$75.00	\$75.00

Billing Demand

The demand shall be the highest rate of use in kilowatts during any 15-minute interval of the billing period. For billing purposes, the billing month starts on the first day of the month and ends on the last day of the month.

Power Factor Charge

A power factor charge of one hundred percent of the power factor charge incurred by the City on account of and attributable to service to the customer may be billed to the customer.

Conditions

Transformer ownership and maintenance is the responsibility of the customer receiving service under this rate schedule. The customer requesting this rate schedule is solely responsible for all costs associated with the installation and maintenance of the primary metering equipment and facilities. See the Water and Power Department's *Contractor Construction Standards* for equipment specifications.

City of Loveland, Colorado
Water and Power Department
2012 Schedule of Rates, Charges and Fees
RATES - ELECTRIC

Interruptible 115 kV Transmission Voltage Service ***Schedule IP***

Availability

Transmission Voltage Service is available to any customer whose premises are adjacent to 115 kV transmission lines which are, or by contract can become, lines which supply wholesale power to the City's system, and whose load is of sufficient magnitude or of an unusual nature such that it cannot be served from the distribution system. The power furnished under Schedule IP will be approximately 115 kV, three phase alternating current and approximately 60 hertz.

Monthly Rate

The rate for Interruptible 115 kV Transmission Voltage Service shall consist of the sum of the energy charge, demand charge, power factor charge and other fees or charges in accordance with the following:

- Energy charge per kWh: one hundred percent of the wholesale kWh charge incurred by City on account of and attributable to service to the customer.
- Demand charge per kilowatt: one hundred percent of the wholesale kilowatt charge incurred by City on account of and attributable to service to the customer.
- Power factor charge: one hundred percent of the power factor charge incurred by City because of and attributable to service to the customer.
- Any fees or charges set forth in the service agreement with the customer or identified in the conditions for eligibility.

Conditions

- A. To qualify for the Interruptible 115 kV Transmission Voltage Service, a customer shall have and maintain a monthly 60-minute integrated demand of 5,000 kilowatts or greater.
- B. To remain eligible for the Interruptible 115 kV Service, a customer must maintain a minimum monthly load factor equal to or greater than 65 percent in six months out of a consecutive 12-month period, which is to include the current month. Failure to maintain the proper load factor will result in all service furnished in such period to be billed at the rates set forth in Schedule LG, PT or HP as is applicable. The customer will not be allowed to resume service on the IP rate schedule until the above load factor criteria are met for two consecutive months.
- C. Service provided under the Interruptible 115 kV Transmission Voltage shall be subject to interruption automatically, with or without notice, when the system frequency is 59.5 hertz or lower for periods not to exceed 140 hours or 15 such interruptions in any period of six consecutive months ending on March 31 or September 30 of any year.
- D. An interruptible customer shall be required to pay a penalty of one hundred percent of any penalty incurred by the City from the power supplier for each month in which said customer either (1) fails to shut down their interruptible load within 10 minutes following notice by the City and/or the power supplier or (2) resumes operation of said interruptible load prior to receiving notice from the City and/or the power supplier that said operation may be resumed. If such interruptible customer is penalized under this clause two times in any consecutive 12-month period, the customer shall not be eligible for this interruptible rate for a period of 12 months from the date of the second penalty.

City of Loveland, Colorado
Water and Power Department
2012 Schedule of Rates, Charges and Fees
RATES - ELECTRIC

Interruptible 115 kV Transmission Voltage Service
Schedule IP (cont'd)

- E. Each customer on the IP rate shall contract to reimburse the City and its power supplier for the installed costs of interrupting switches, breakers and remote control equipment required to provide service on this schedule. The City, the power supplier and the interruptible customer shall coordinate facility construction and maintenance to minimize the impact on the electric power system.
- F. The energy charge set forth in Schedule IP shall be increased by an amount equal to any surcharge assessed against the City by its wholesale supplier during the billing period relative to this service.
- G. Where metering for this service is at the low voltage side of the transformer and transformer loss compensators are not used, all metered quantities shall be increased by two percent to compensate for transformation losses.
- H. Service under this category shall be provided pursuant to the rate structure for Schedule IP and as set forth in the customer's approved service agreement with the City and shall be subject to such additional terms, fees and conditions as set forth in such agreement. No service shall be provided under Schedule IP absent a service agreement signed on or after the effective date of this resolution, between the customer and the City. Schedule IP is not available for temporary, standby, supplemental or resale purposes.
- I. The city manager is authorized to enter into service agreements for 115 kV service on behalf of the City provided that such agreements protect the integrity of the electric system, do not impair service to other customers and are designed to recover all costs of the City in providing such service.
- J. For billing purposes, the billing period starts on the first day of the month and ends on the last day of the month. The first day starts at 00:00 hours and ends at 24:00 hours on the last day.
- K. Each customer on Schedule IP shall sign a waiver of all liability for the City and the power supplier for consequential and/or actual damages resulting from interruptions in accordance with this schedule and/or the service agreement.

Power Factor

For each billing period, the City and/or the power supplier will determine the customer's ratio between the measured demand (kW) and reactive kilovolt-ampere (kvar) demand. The calculation will be done at the time of the power supplier's monthly peak. If the 60-minute kvar demand is found to be in excess of 33 percent of the maximum kW demand occurring at the same time, and additional monthly charge will be made for each kvar of such excess at one hundred percent of the power factor charge incurred by the City for the amount of and attributable to service to the customer. If facilities are installed by the City and/or the power supplier to achieve power factor correction at the delivery point for the customer, the customer may avoid or reduce this kvar charge by reimbursing the City and/or the power supplier for the cost of such installation.

City of Loveland, Colorado
Water and Power Department
2012 Schedule of Rates, Charges and Fees
RATES - ELECTRIC

Interruptible 115 kV Transmission Voltage Service
Schedule IP (cont'd)

Load Factor

The monthly load factor will be calculated by taking the total measured kilowatt-hours consumed by the customer in the billing period and dividing that amount by the total hours in the billing period times the greater of (1) the customer's maximum 60-minute integrated kW demand during the billing period or (2) 5,000 kilowatts.

City of Loveland, Colorado
Water and Power Department
 2012 Schedule of Rates, Charges and Fees
 RATES - ELECTRIC

Area Lighting
Schedule AL

Availability

Area lights will be furnished to customers who request this service for the purpose of lighting private property or alleys or other areas where City street lighting would normally not be installed. Decisions for location of the lights shall be in the discretion of the City. Applications for area lights should be made at the City of Loveland Water and Power Department.

Monthly Rate (Jan.-Dec.)

The rate per watt for area lights shall be.....	\$0.04530
The PILT charge per watt for area lights shall be.....	\$0.00339

Conditions

All area lights shall be high pressure sodium vapor units.

City of Loveland, Colorado
Water and Power Department
 2012 Schedule of Rates, Charges and Fees
 RATES - ELECTRIC

Flat Rate Service
Schedule FE

Availability

Small devices attached to the City’s electric distribution system for the purpose of amplifying cable TV and telephone signals or operating automatic sprinkler controls in remote locations after June 1, 1992, will not require metering and will be billed on a flat monthly rate. Accounts existing prior to June 1, 1992, shall continue to be metered and billed at their present rate unless the customer requests conversion to the flat rate set forth in this schedule.

Monthly Rates (Jan.-Dec.)

Signal amplifiers	\$26.70
Signal amplifiers PILT charge	\$2.00
Automatic sprinkler controls.....	\$3.97
Automatic sprinkler controls PILT charge	\$0.30
Bus shelters	\$16.41
Bus shelters PILT charge	\$1.23

Conditions

- A. Signal amplifiers can be no greater than 5 amps per device.
- B. Automatic sprinkler controls can be no greater than 1.0 amp per device.
- C. The department may randomly install meters as it deems necessary in order to monitor the actual consumption.
- D. A customer with multiple device locations existing prior to June 1, 1992, requesting a conversion of said devices to the Flat Rate Schedule, must convert all devices existing prior to June 1, 1992, to the Flat Rate Schedule.

City of Loveland, Colorado
Water and Power Department
2012 Schedule of Rates, Charges and Fees
FEES - ELECTRIC

II. Fees - Electric

Applications for Electric Service

Every person desiring a supply of electric current from the City, or an upgrade or other change in existing service, shall make application therefore to the City upon forms furnished for that purpose.

Plant Investment Fee

Plant Investment Fees provide for the additional electric transmission, substation and distribution facilities made necessary by the extension of electric service to new connections. The Plant Investment Fee provided herein shall be, in addition to, all of the rates and charges made in connection with the furnishing by the City of electric service, and shall be payable as provided for in this section.

- A. Schedule R – Residential Service and Schedule RD – Residential Demand Service.** At the time application is made for any dwelling unit to be built within the corporate boundaries of the City, or at the time of application for electric service for any dwelling unit to be built outside the corporate boundaries of the City, there shall be paid to the City a Plant Investment Fee in the amount of \$1,600.00 for each electric meter to be installed in connection with the dwelling unit with a service size of greater than 150 amps and \$1,250.00 for each electric meter to be installed in connection with the dwelling unit with a service size of 150 amps or less. (Each dwelling unit within a structure containing more than one dwelling unit shall be separately metered). No energization of a permanent connection to any dwelling unit served by the City shall occur unless and until the Plant Investment Fee is paid.

For the purpose of this section, “dwelling unit” means one or more rooms and a kitchen area designed for or occupied as a unit for living and cooking purposes, which is located within a single family, multiple family or mobile home, but excluding congregate care facilities, as those terms are defined in Municipal Code Chapter 18.04. A congregate care facility may receive service under Schedules R, RD, SG, LG, PT or HP.

Upon application, the Water and Power Department may allow a single meter to serve a multiple family dwelling if such multiple family dwelling is a federally assisted and federally supervised project and the project sponsor is required by the federal agency having jurisdiction thereof to include the provision of electric service within the rent structure for the project. Such project may receive service under Schedules R, RD, SG, LG, PT or HP. If any such projects should cease to be federally supervised, then the project shall revert to the requirement of individual metering, the Plant Investment Fee for residential service shall be paid and a credit shall be applied against such Plant Investment Fee in the amount of the Plant Investment Fees paid while receiving service under another class.

City of Loveland, Colorado
Water and Power Department
2012 Schedule of Rates, Charges and Fees
FEES - ELECTRIC

Plant Investment Fee (cont'd)

B. Schedule SG – Small General Service. The Plant Investment Fee for accounts receiving small general service shall be collected in each billing period. The amount of the Plant Investment Fee to be billed in each period shall be equal to \$0.00507 per kWh used by the account during the billing period.

In establishing the Plant Investment Fees in 1979, customers served prior to May 1, 1979, are exempt from the Plant Investment Fee at the existing location only. Customers who have paid the five-year Plant Investment Fee for a particular location are exempt from the fee at the location covered.

C. Schedule LG – Large General Service. The amount of Plant Investment Fee to be billed in each billing period shall be equal to \$0.00507 per kWh used by the account during the billing period.

D. Schedule PT and HP – Primary Service with Transformer and Schedule HP – High Primary Service. The amount of Plant Investment Fee to be billed in each billing period shall be equal to \$0.00492 per kWh used by the account during the billing period.

E. Discontinuance of Service. In addition to all of the remedies available to the City, electric service may be discontinued for failure to pay the Plant Investment Fee provided for in this section, and such discontinuance shall be in accordance with the notice procedures set forth in Municipal Code Section 13.02.070.

Service Turn-On Fee at the Meter

During regularly scheduled work hours, there is imposed a fee in the amount of \$35.00 for each service turn-on where power is energized at the meter.

After regularly scheduled work hours, there is imposed a fee in the amount of \$65.00 for each service turn on where the power is energized at the meter.

After hours fees apply to all requests received after 4 p.m. Monday through Friday, anytime Saturday or Sunday, and all holidays observed by the City of Loveland.

Disconnect and Reconnect Services

Water and Power will perform a typical service disconnect/reconnect where power is energized or de-energized on the line side of the meter, on a flat fee basis.

There is imposed a fee in the amount of \$125.00 for each typical service disconnect/reconnect and \$215.00 for each typical service disconnect/reconnect with engineering.

A typical service disconnect/reconnect is defined as one where there is no increase in wire size or length.

All other service disconnect/reconnects will be billed at Water and Power's actual cost.

City of Loveland, Colorado
Water and Power Department
 2012 Schedule of Rates, Charges and Fees
 FEES - ELECTRIC

Permanent Disconnect and Removal of Service

Where a request for permanent disconnection and removal of single-phase service has been requested, there is imposed a flat fee of \$125.00.

Where a request for permanent termination of three-phase service has been requested, charges will be billed at Water and Power's actual cost.

Charges When Access Denied

There is imposed a charge as set forth in this section, that shall be due and payable when billed, to cover the additional costs and expenses incurred by the City whenever clear access to the meter location is denied. Clear access shall be deemed to be denied whenever, because of locked gates, animals confined in the same space as the meter location, or for any other reason, and after making a reasonable attempt to locate a person upon the premises to gain access, an authorized representative of the City is unable to read the meter, change the meter, or perform such other function as such representative is lawfully authorized to perform. The amount of such charge shall be as follows:

- A. When clear access is denied for two successive meter readings, and an appointment is made with the consumer or a special trip is made for reading the meter, a charge of \$10.00 is imposed for such appointment or special trip occurring during regular business hours, and \$15.00 for such appointment occurring during off-duty hours and weekends.
- B. When clear access is denied and a special trip is made to change a meter on the department's regular maintenance program, a \$35.00 charge is imposed.
- C. When clear access is denied for the purpose of disconnecting service, and service is disconnected at the junction box or overhead pole, a charge of \$125.00 is imposed.
- D. When clear access is denied for the purpose of disconnecting service at the junction box or overhead pole, the actual costs will be billed.

Residential Service Installations and Upgrades for Single Family and Duplex Dwellings

- A. A typical new residential service installation will be performed by the Water and Power Department on a flat fee basis. A typical new underground service is defined as having a trench length of 100 feet or less; trenching to be performed in normal soil conditions.
 1. For a service using 1/0 triplex CIC with a panel size of 150 amps or less, the fee is \$535.00 and the Plant Investment Fee, as described in the Resolution Schedule of Rates, Charges and Fees as adopted by City Council, shall also be collected.
 2. For a service using 4/0 triplex CIC with a panel size of 200 amps, the fee is \$720.00 and the Plant Investment Fee, as described in the Resolution Schedule of Rates, Charges and Fees as adopted by City Council, shall also be collected.

A typical new overhead service is defined as a service length of 80 feet or less, does not require setting a pole or transformer, is #2 triplex with a panel size of 150 amps or less, or 1/0 triplex with panel size of 200 amps. The fee for such service is \$290.00.

City of Loveland, Colorado
Water and Power Department
2012 Schedule of Rates, Charges and Fees
FEES - ELECTRIC

Residential Service Installations and Upgrades for Single Family and Duplex Dwellings (cont'd)

A service not meeting the above criteria shall be billed at the Water and Power Department's actual cost of installation.

Within the city limits of the City of Loveland, the fees shall be collected by the department issuing the building permit for the residence. If outside the city limits, the fee will be collected by the Water and Power Department before work can proceed.

- B. Residential service upgrades resulting in services larger than 150 amps and no larger than 200 amps shall require a deposit of \$300.00 for overhead, and \$800.00 for underground. This deposit will be applied to the actual costs billed by the Water and Power Department upon completion of work performed.

Residential Service Installations and Upgrades for Multiplex Service Installations

- A. For purposes of this Resolution, a "multiplex" is defined as a structure containing not less than three and not more than six dwellings.
- B. A "typical" multiplex electric service installation will be provided by and installed by the contractor per National Electric Code. It will be energized by the Water and Power Department on a flat fee basis.

A typical multiplex service installation will be provided by the contractor in which an electrical secondary source is already in existence. The fee for installation of an electric service in a typical multiplex project is \$620.00 for the project and the Plant Investment Fee, as described in the current Schedule of Rates, Charges and Fees as adopted by the City Council, shall also be collected for each unit.

Multiplexes requiring an underground service in an overhead service area will have an underground service provided by and installed by the contractor per National Electric Code. They will be billed the actual costs incurred by the Water and Power Department.

If there is no existing source for electric service and an extension of secondary power is necessary, the customer shall pay the actual costs incurred by the Water and Power Department to extend the secondary power source.

Requests for overhead multiplex service installations will be evaluated for feasibility by the Water and Power Department. If overhead service is deemed appropriate, it will be installed and billed at the actual cost incurred by the Water and Power Department.

City of Loveland, Colorado
Water and Power Department
 2012 Schedule of Rates, Charges and Fees
 FEES - ELECTRIC

Residential Service Installations and Upgrades for Multiplex Service Installations (cont'd)

All services to multiplexes will be installed as described in the National Electric Code pertaining to commercial services. NOTE: Duplexes will be billed as outlined in the “Residential Service Installations and Upgrades for Single and Duplex Dwellings” section in the current Schedule of Rates and Charges – Electric.

C. Buildings with greater than six dwelling units:

Any complex containing more than six dwelling units shall pay the actual costs incurred by the Water and Power Department to have a contractor-installed service energized.

Field Engineering Deposits

A customer requesting a new or modified electric service, relocation of facilities, or other work requiring engineering and construction, must make a deposit with the department. If the project is cancelled, the deposit will be applied to the actual charges incurred, any resulting credit or debit will be refunded or billed to the customer. Upon completion of engineering, the customer will deposit with the department the total deposit required.

ENGINEERING DEPOSITS

A.	Residential and duplex single phase installations, 1-2 lots.....	\$800.00
B.	Single commercial buildings, transformer upgrades, raising, lowering, or removing existing power.....	\$1,200.00
C.	Residential subdivision of 3-25 lots, commercial subdivision of 2-10 lots, raising, lowering, or removing existing power.....	\$1,600.00
D.	Residential subdivision of more than 25 lots, commercial subdivision of more than 10 lots, malls, shopping centers, hospitals	\$3,000.00

City of Loveland, Colorado
Water and Power Department
 2012 Schedule of Rates, Charges and Fees
 FEES - ELECTRIC

Other Deposits

The following jobs are standard in nature, and specific deposits have been established for them. In all cases actual costs will be tracked and any resulting credit or debit will be refunded or billed to the customer.

A. Install and terminate secondary riser up to 100 feet (no transformer required)	
Residential to 200 amps	\$795.00
Commercial (cable supplied and installed by customer)	\$705.00
B. Open transformer to pull in secondary and terminate cable up to 130'	\$520.00
C. Single phase padmount transformer upgrade (no other customers)	
Upgrade one transformer size	\$1,815.00
Upgrade two transformer sizes	\$1,940.00
Upgrade three transformer sizes	\$2,300.00
D. Single phase padmount transformer upgrade (other customers)	
Upgrade one or two transformer sizes	\$1,940.00
Upgrade three transformer sizes	\$2,420.00
E. Single phase overhead transformer upgrade (no other customers)	
Upgrade one or two transformer sizes	\$1,290.00
F. Single phase overhead transformer upgrade (other customers)	
Upgrade one or two transformer sizes	\$2,565.00

Note: Work tickets (not work orders) will be opened for these jobs and the actual costs will be billed. The cutoff for work tickets is \$1,000.00 except for transformer upgrades.

City of Loveland, Colorado
Water and Power Department
2012 Schedule of Rates, Charges and Fees
FEES - ELECTRIC

Temporary Extensions

The following requirements apply to all temporary extensions/connections necessary to serve customers such as transient shows, carnivals, fairs, circuses, concessions, residential construction work, or others of a temporary nature, excluding commercial development construction as defined in the *Contractor Construction Standards*.

- A. The customer shall pay a flat rate of \$130.00 for the cost of installation and removal of the temporary extension as defined in the *Contractor Construction Standards*, under “Temporary Construction Service”. Customers with extensions not meeting these standards will be billed for the actual costs.
- B. The customer shall pay for electric consumption monthly under the applicable rate.
- C. No temporary service shall continue beyond the time of building occupancy, or eighteen months from connection of such temporary service, whichever occurs sooner, without the consent of the City.
- D. The City may refuse to connect additional customers to temporary extensions until the temporary extensions have become permanent.

Area Lighting

A 100-watt high pressure sodium vapor fixture will be furnished and installed by the City at a fixed one time charge. Any fixture other than a 100-watt fixture, poles, secondary conductor and other apparatus, if required, will be provided at an additional charge based on actual costs incurred by the Water and Power Department. Decisions for location of the lights shall be at the discretion of the City. Applications for area lights should be made at the City of Loveland Water and Power Department. The fee for the installation of a 100-watt high pressure sodium vapor fixture is \$360.00.

Energizing of Electric Service to Small Devices Qualifying for Flat Rate Service

There will be a flat fee for the energizing of electric service to small devices attached to the City’s electric distribution system for the purpose of amplifying cable TV and telephone signals or operating automatic sprinkler controls in remote locations. A fee of \$285.00 shall be charged to the customer for the actual installation of the service. No outlets will be permitted, nor shall there be lighting of any kind connected to this type of service. If there is no existing source and an extension of secondary power is necessary, the customer will pay for actual costs to energize the device

Pole Attachment Fee

Each attachment by a non-City utility to a City of Loveland power pole will be charged \$21.64 per year.

City of Loveland, Colorado
Water and Power Department
 2012 Schedule of Rates, Charges and Fees
 FEES - MISCELLANEOUS

III.Fees - Miscellaneous

After Hours

After hours fees apply to all requests received after 4:00 p.m. Monday through Friday, anytime Saturday or Sunday, and all holidays observed by the City of Loveland.

Fire Hydrant and Fire Protection Tap

A charge of \$2.30 per residence and \$5.80 per business per month shall be paid by water users outside the city who are located within one thousand feet of a fire hydrant, measured along roads or streets, and \$5.80 per month per tap for each fire protection tap serving premises outside the city. If fire protection tap service is the only city utility service received by the premises, an administrative fee of \$1.70 per month shall also be paid.

Hydrant Meter Guidelines

General: Fire hydrants are installed for the main purpose of fire protection. Whenever a hydrant meter is placed on a hydrant, that hydrant is, for all practical purposes, out of service and the chances of causing damage to that hydrant are increased. For these reasons and the potential for problems involved with providing hydrant meters on a rental basis, it has become necessary to establish more clearly defined guidelines for the use of hydrant meters.

Intent: The use of fire hydrant meters is intended for only those situations when a large volume of water is needed in a short period of time. These meters shall not be used as a temporary substitute for a permanent water service connection or a permanent irrigation tap. Examples of acceptable and unacceptable uses are as follows:

Acceptable:

- Providing water for increasing moisture during earthmoving.
- Filling swimming pools.
- Filling tanks on water truck (No chemicals allowed in tank).

Unacceptable

- Masonry work
- Car washes
- Irrigation
- Water for concrete saws
- Washing streets or parking lots

City of Loveland, Colorado
Water and Power Department
2012 Schedule of Rates, Charges and Fees
FEES - MISCELLANEOUS

Hydrant Meter Guidelines (cont'd)

Guidelines & Procedures: The following guidelines shall be used for regulating the use of fire hydrant meters:

1. Requests for hydrant meters must be received a minimum of 48 hours prior to the time needed. All requests should be made by contacting the Water and Power Department at 970-962-3701. The applicant must sign the Hydrant Meter Request Form at the Water and Power Department, 200 N. Wilson Avenue, and post a deposit of \$1,000.00 (money order or cashier's check) before the meter will be set. The deposit shall be held until all costs associated with the hydrant rental are paid in full and may be used to offset any such costs not paid within 30 days of issuance of the final invoice.
2. Each request will be reviewed to determine if the proposed use meets the intent of these guidelines. The use of the water from a hydrant meter for other than the stated purposes or misrepresentation of that use will result in the loss of the convenience of obtaining water in this manner.
3. The City will determine on a case-by-case basis whether or not a particular hydrant is acceptable for the installation of a meter. Not all hydrants are available for use with a meter. If the requested hydrant is not available, alternate hydrants will be suggested.
4. Water Utility personnel will install the meter, secure it to the hydrant, and operate the hydrant. Customer shall control flow of water with valve provided on meter assembly. Customer is responsible for securing this valve to prevent the unauthorized use of water by others. Removal of the handle or hand wheel from the control valve is not an acceptable method of securing the valve. ONLY trained City employees will be authorized to operate fire hydrants.
5. During the winter months, hydrant meters will be issued only on a day-to-day basis when outside temperatures are above freezing and are expected to remain above freezing for most of the day. Meters will be installed as soon after 8:00 a.m. as practical, and will be picked up at approximately 3:00 p.m. or earlier if outside temperatures drop below freezing, or if requested.
6. Meters will be issued with a male 2½" National Standard thread connection. No hoses or adapters will be provided.
7. Customer is responsible for all rental fees and other charges. A copy of the current fees is attached. These fees will include charges for all water use.
8. Customer is responsible for any and all damage to the meter and/or fire hydrant while meter is installed. If damage occurs, an invoice will be issued to cover all repair or replacement costs, and customer shall promptly pay the invoiced amount.
9. Number of hydrant meters is limited; therefore the meters are available on a first-come/first-served basis. A separate request form must be submitted for each location and/or time period requested.
10. In accordance with the City Code, it is unlawful to waste water. Every effort should be made to conserve this valuable resource. Wasteful uses will not be allowed.
11. Failure to comply with these guidelines, or illegally obtaining water from, or in any way tampering with a fire hydrant, is in violation of the City Code, and upon conviction is punishable by a fine or imprisonment.

Alternate Source of Water: For building construction projects, water is also available through permanent water taps at a construction billing rate. This source of water is handled by the Building Division, 500 E. 3rd Street, 962-2504, and typically issued along with a building permit.

City of Loveland, Colorado
Water and Power Department
 2012 Schedule of Rates, Charges and Fees
 FEES - MISCELLANEOUS

Summary of Hydrant Meter Fees and Charges

Installation of meter	\$20.00*
Moving meter	\$20.00*
Removal of meter	\$20.00*
Meter rental	\$5.00/day
Water used	\$1.00/300 gallons

*After hour services (normal hours are Monday through Friday, 7:30 a.m. to 4:00 p.m.) will be charged for overtime labor rates in addition to the \$15.00 charge

New Account or Reactivation Fee and New Account Meter Reading Fee. Connection fees in the following amounts are hereby imposed, to be collected with the first utility bill rendered after utility service has been established or a customer account or utility service is reactivated following voluntary or involuntary termination:

Activation or establishment of a customer account for a service address	\$11.00
Meter reading charge for service address if read by Utility Billing Division.....	\$10.00
Reactivation of a customer account for a service address	\$10.00
Interfering or Tampering with a Meter	\$50.00

Automated Load Profile Metering Program (ALPS). No new ALPS customers will be accepted after 2009. Commercial and industrial customers will be given the option of utilizing specialized metering equipment that will allow them to monitor their utility consumption on a daily basis through a web-based program. The fees to participate in this program are according to the following schedule:

Monthly Fee Per Meter	
First 9 meters	\$67.50
Meters 10 through 19	\$54.00
Meters 20 and up	\$50.00

Customers that will be enrolling to use this service will need to provide their own telephone line, preferably a line dedicated solely for this purpose. The cost of the telephone line will be borne by the customer. If a customer signs up for the program, and then decides to leave the program in less than one year, the customer will be subject to a \$200 exit fee per meter.

FIRST READING October 4, 2011

SECOND READING _____

ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE 2011 MILL LEVY FOR THE GENERAL FUND OF THE CITY OF LOVELAND, COLORADO

WHEREAS, the City Council desires, for 2011, to maintain the gross mill levy rate at the same level set for 2010, without any increase in the mill levy rate; and

WHEREAS, the 2011 mill levy rate impacts 2011 taxes, due and payable in 2012.

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

Section 1. That the mill levy rate of 9.564 mills is hereby adopted as the tax rate to be levied upon every dollar of the assessed valuation of all taxable property within the City of Loveland, Colorado, for the year 2011.

Section 2. That the City Clerk of the City of Loveland be and is hereby authorized and directed to send a certified copy of this Ordinance to the Board of County Commissioners of Larimer County, Colorado.

Section 3. That as provided in City Charter Section 4-9(a)(7), this Ordinance shall be published by title only by the City Clerk after adoption on second reading unless the Ordinance has been amended since first reading in which case the Ordinance shall be published in full or the amendments shall be published in full. This Ordinance shall be in full force and effect upon final adoption, as provided in City Charter Section 11-5(d).

ADOPTED this _____ day of October, 2011.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

J. Yost Schmidt
Deputy City Attorney

FIRST READING October 4, 2011

SECOND READING _____

ORDINANCE NO.**AN ORDINANCE ADOPTING A 2012 PAY PLAN FOR CITY EMPLOYEES, AND SUPERSEDING ALL PRIOR ORDINANCES ADOPTING SUCH A PAY PLAN**

WHEREAS, Chapter 2.68 of the Loveland Municipal Code provides that the City Council shall from time to time adopt, by ordinance, an employee pay plan setting forth pay grades and compensation ranges for city employees; and

WHEREAS, the City Council last adopted a pay plan by Ordinance No. 5532 for calendar year 2011; and

WHEREAS, City staff has presented to City Council a revised pay plan setting forth pay grades and compensation ranges for calendar year 2012, a copy of which is attached hereto as Exhibit A and incorporated herein by this reference (the "2012 Pay Plan").

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

Section 1. That the pay grades and compensation ranges for employees of the City of Loveland for 2012 shall be as set forth in the 2012 Pay Plan, which shall take effect with the first pay period of 2012.

Section 2. That the City Manager shall maintain an administrative regulation regarding the use of employee performance bonuses.

Section 3. That eleven paid holidays for 2012 shall be designated by the City Manager.

Section 4. That this Ordinance shall supersede in all respects all previous ordinances of the City Council which adopted an employee pay plan, including Ordinance 5532, as of the first pay period of 2012.

Section 5. That notwithstanding the foregoing, the employee pay plan as set forth in Ordinance 5458 shall continue in full force and effect from the date of this Ordinance until it is superseded on or after January 1, 2012 as provided herein.

Section 6. 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).

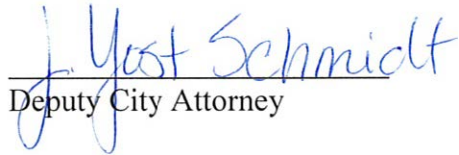
Adopted this ____ day of October, 2011.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

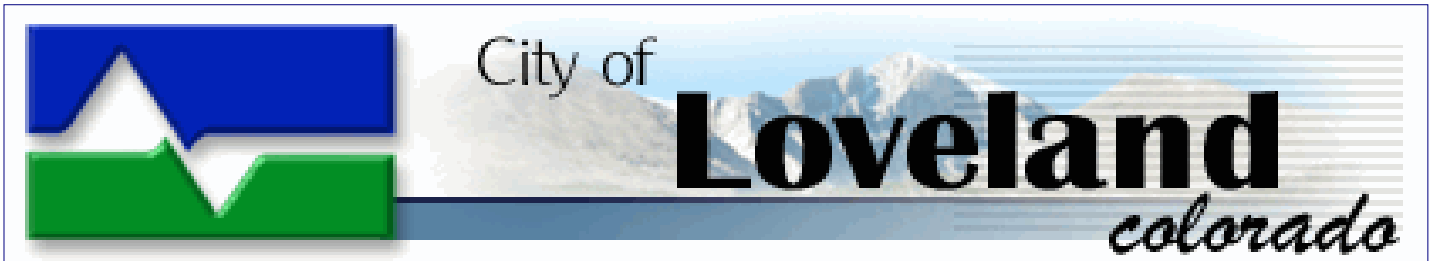
APPROVED AS TO FORM:



Deputy City Attorney

Exhibit A

**City of Loveland
2012 Pay Plan**



CITY OF LOVELAND

PROPOSED 2012 PAY PLAN

The goal of Loveland city government is to deliver cost efficient, high quality services to all citizens of the City of Loveland through dedicated public employees and progressive and innovative leadership.



2012 City of Loveland Pay Plan Development

As a public employer, the City strives to maintain a balanced pay plan offering competitive pay that is fair and reasonable to both employees and citizens, while supporting organizational goals and business objectives.

The compensation system for City of Loveland Employees is a market based pay plan that strictly adheres to operational and budgetary constraints. This market based compensation system compares an employee's actual salary to other comparable positions found at both public and private employers in the region. Two main salary survey resources are utilized for this process: Mountain States Employers Council and the Colorado Municipal League. Our goal is to annually review and when necessary, adjust the pay plan according to market fluctuations.

The City's regular pay plan consists of approximately 250 job titles and 14 pay levels. Positions are placed within a pay grade level based upon the individual position's market salary. Examining actual pay ensures that the salaries paid to employees are competitive with salaries paid in the market.

City of Loveland employee's salaries are not automatically raised to reflect range movement. Employees receive a merit increase at the end of each year when evaluated on work performance. Supervisors have the ability to reward good work performance through the City's performance management system within the following guidelines: actual employee performance plus the department budget must not exceed total dollars allowed for salaries and an employee must be paid a dollar amount within the range of their pay level classification. The performance management system is designed to better link employee performance with merit pay increases.

How Employees Currently Receive Salary Increases at the City of Loveland

All salary increases must be documented on the Merit Spreadsheet or on a Personnel Action Form that indicates the employee name, employee identification number, effective date, reason for change, signed appraisal (if applicable), department information and appropriate signatures.

New Hires

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

1. Experience and education
2. Market demand
3. Internal equity with others in the same position or pay level
4. Department budget and philosophy

End of Probation

Employees who successfully complete their initial 6-month probationary period (12 months for Police Officers) are eligible for a salary increase. This increase will depend on:

1. How well the employee is performing in the position
2. Internal equity with others in the same position
3. Department budget and philosophy

End of Year Evaluations

All employees may receive a year-end evaluation based on the City's performance management system (unless within their probationary period) with a salary increase that is based upon:

1. How well the employee met the performance expectations of the position
2. Range movement within the respective pay level for 2012
3. Internal equity with others in the same position
4. Department budget and philosophy

All year-end increases must have an evaluation attached and must be signed by the employee, supervisor and department director.

Memorandum



To: **City of Loveland Employees**
From: **Karen Rees**
Date: **09/02/2011**
Re: **2012 Holiday Schedule**

The City of Loveland Employee Holiday schedule for 2012 is:

Monday, January 2	Day after New Year's Day
Monday, May 28	Memorial Day
Wednesday, July 4	Independence Day
Monday, September 3	Labor Day
Monday, November 12	Day after Veteran's Day
Thursday, November 22	Thanksgiving Day
Friday, November 23	Day after Thanksgiving
Tuesday, December 25	Christmas Day

The City will also provide 3 floating holidays in 2012

Please contact the Human Resources Department at extension 2371 if you have any questions

BW		BX	FIRE	PAYROLL DATES 2012							
Pay Period	Work Period	Pay Period Dates	Pay Date Tuesdays	Pay Period	Work Period	Pay Period Dates	Pay Date Tuesdays	Pay Period	Work Period	Pay Period Dates	Pay Date Tuesdays
1	Saturday - Friday	12/17/11-12/30/11	1/10/2012	14	Saturday - Friday	6/16/12-6/29/12	7/10/2012	15	Saturday - Friday	6/30/12-7/13/12	7/24/2012
	Friday - Thursday	12/16/11-12/29/11			Friday - Thursday	6/15/12-6/28/12			Friday - Thursday	6/29/12-7/12/12	
	Fire	12/7/11-1/2/12			Fire	5/27/12-6/22/12			Fire	6/23/12-7/19/12	
2	Saturday - Friday	12/31/11-1/13/12	1/24/2012	16	Saturday - Friday	7/14/12-7/27/12	8/7/2012	17	Saturday - Friday	7/28/12-8/10/12	8/21/2012
	Friday - Thursday	12/30/11-1/12/12			Friday - Thursday	7/13/12-7/26/12			Friday - Thursday	7/27/12-8/9/12	
	Fire	12/7/11-1/2/12			Fire	6/23/12-7/19/12			Fire	7/20/12-8/15/12	
3	Saturday - Friday	1/14/12-1/27/12	2/7/2012	18	Saturday - Friday	8/11/12-8/24/12	9/4/2012	19	Saturday - Friday	8/25/12-9/7/12	9/18/2012
	Friday - Thursday	1/13/12-1/26/12			Friday - Thursday	8/10/12-8/23/12			Friday - Thursday	8/24/12-9/6/12	
	Fire	1/13/12-2/8/12			Fire	7/20/12-8/15/12			Fire	8/16/12-9/11/12	
4	Saturday - Friday	1/28/12-2/10/12	2/21/2012	20	Saturday - Friday	9/8/12-9/21/12	10/2/2012	21	Saturday - Friday	9/22/12-10/5/12	10/16/2012
	Friday - Thursday	1/27/12-2/9/12			Friday - Thursday	9/7/12-9/20/12			Friday - Thursday	9/21/12-10/4/12	
	Fire	1/13/12-2/8/12			Fire	8/16/12-9/11/12			Fire	9/12/12-10/8/12	
5	Saturday - Friday	2/11/12-2/24/12	3/6/2012	22	Saturday - Friday	10/6/12-10/19/12	10/30/2012	23	Saturday - Friday	10/20/12-11/2/12	11/13/2012
	Friday - Thursday	2/10/12-2/23/12			Friday - Thursday	10/5/12-10/18/12			Friday - Thursday	10/19/12-11/1/12	
	Fire	2/9/12-3/6/12			Fire	9/12/12-10/8/12			Fire - Catch-up	10/9/12-11/4/12	
6	Saturday - Friday	2/25/12-3/9/12	3/20/2012	24	Saturday - Friday	11/3/12-11/16/12	11/27/2012	25	Saturday - Friday	11/17/12-11/30/12	12/11/2012
	Friday - Thursday	2/24/12-3/8/12			Friday - Thursday	11/2/12-11/15/12			Friday - Thursday	11/16/12-11/29/12	
	Fire	2/9/12-3/6/12			Fire	11/5/12-12/1/12			Fire	11/5/12-12/1/12	
7	Saturday - Friday	3/10/12-3/23/12	4/3/2012	26	Saturday - Friday	12/1/12-12/14/12	12/24/2012	26	Saturday - Friday	12/1/12-12/14/12	12/24/2012
	Friday - Thursday	3/9/12-3/22/12			Friday - Thursday	11/30/12-12/13/12			Friday - Thursday	11/30/12-12/13/12	
	Fire	3/7/12-4/2/12			Fire	12/2/12-12/28/12			Fire	12/2/12-12/28/12	
8	Saturday - Friday	3/24/12-4/6/12	4/17/2012	27	Saturday - Friday	12/17/12-12/30/12	1/7/2013	27	Saturday - Friday	12/17/12-12/30/12	1/7/2013
	Friday - Thursday	3/23/12-4/5/12			Friday - Thursday	12/17/12-12/30/12			Friday - Thursday	12/17/12-12/30/12	
	Fire	3/7/12-4/2/12			Fire	12/17/12-12/30/12			Fire	12/17/12-12/30/12	
9	Saturday - Friday	4/7/12-4/20/12	5/1/2012	28	Saturday - Friday	1/14/13-1/27/13	1/24/2013	28	Saturday - Friday	1/14/13-1/27/13	1/24/2013
	Friday - Thursday	4/6/12-4/19/12			Friday - Thursday	1/14/13-1/27/13			Friday - Thursday	1/14/13-1/27/13	
	Fire	4/3/12-4/29/12			Fire	1/14/13-1/27/13			Fire	1/14/13-1/27/13	
10	Saturday - Friday	4/21/12-5/4/12	5/15/2012	29	Saturday - Friday	1/21/13-1/31/13	2/4/2013	29	Saturday - Friday	1/21/13-1/31/13	2/4/2013
	Friday - Thursday	4/20/12-5/3/12			Friday - Thursday	1/21/13-1/31/13			Friday - Thursday	1/21/13-1/31/13	
	Fire	4/3/12-4/29/12			Fire	1/21/13-1/31/13			Fire	1/21/13-1/31/13	
11	Saturday - Friday	5/5/12-5/18/12	5/29/2012	30	Saturday - Friday	2/1/13-2/14/13	2/11/2013	30	Saturday - Friday	2/1/13-2/14/13	2/11/2013
	Friday - Thursday	5/4/12-5/17/12			Friday - Thursday	2/1/13-2/14/13			Friday - Thursday	2/1/13-2/14/13	
	Fire	4/30/12-5/26/12			Fire	2/1/13-2/14/13			Fire	2/1/13-2/14/13	
12	Saturday - Friday	5/19/12-6/1/12	6/12/2012	31	Saturday - Friday	2/15/13-2/28/13	2/18/2013	31	Saturday - Friday	2/15/13-2/28/13	2/18/2013
	Friday - Thursday	5/18/12-5/31/12			Friday - Thursday	2/15/13-2/28/13			Friday - Thursday	2/15/13-2/28/13	
	Fire	4/30/12-5/26/12			Fire	2/15/13-2/28/13			Fire	2/15/13-2/28/13	
13	Saturday - Friday	6/2/12-6/15/12	6/26/2012	32	Saturday - Friday	2/22/13-3/7/13	3/11/2013	32	Saturday - Friday	2/22/13-3/7/13	3/11/2013
	Friday - Thursday	6/1/12-6/14/12			Friday - Thursday	2/22/13-3/7/13			Friday - Thursday	2/22/13-3/7/13	
	Fire	5/27/12-6/22/12			Fire	2/22/13-3/7/13			Fire	2/22/13-3/7/13	

City of Loveland	Proposed 2012 Employee Pay Plan
-------------------------	--

Pay Level 14

	Minimum	Midpoint	Maximum
Hourly	42.96	55.85	68.74
Annual	89,359	116,167	142,975
<ul style="list-style-type: none"> *Assistant City Manager *Chief of Police *Director of Development Services *Director of Parks and Recreation 		<ul style="list-style-type: none"> *Director of Public Works *Director of Water and Power *Fire Chief 	

Pay Level 13

	Minimum	Midpoint	Maximum
Hourly	38.66	50.26	61.86
Annual	80,423	104,550	128,677
<ul style="list-style-type: none"> *Deputy City Attorney *Director of Economic Development *Fire Division Chief *Human Resources Director 		<ul style="list-style-type: none"> *Information Technology Director *Police Captain *Power Operations Manager *Water Utilities Manager 	

Pay Level 12

	Minimum	Midpoint	Maximum
Hourly	34.80	45.24	55.68
Fire Hourly	24.86	32.31	39.77
Annual	72,381	94,095	115,810
<ul style="list-style-type: none"> *Airport Director *Application Services Manager *Assistant City Attorney II *Battalion Chief *Chief Building Official *City Engineer *City Traffic Engineer *Cultural Services Director *Current Planning Manager 		<ul style="list-style-type: none"> *Executive Fiscal Advisor *Infrastructure Services Manager *Library Director *Police Lieutenant *Power Operations Supervisor *Senior Civil Engineer *Senior Electrical Engineer *Streets & Solid Waste Manager 	

Pay Level 11

	Minimum	Midpoint	Maximum
Hourly	31.32	40.71	50.11
Annual	65,143	84,686	104,229
<ul style="list-style-type: none"> *Budget Officer *City Clerk *Customer Relations Manager *Facilities Operations Manager *Golf Operations Manager *Parks Manager *Recreation Manager 		<ul style="list-style-type: none"> *Revenue Manager *Risk Manager *Solid Waste Management Superintendent *Street Maintenance Superintendent *Utility Accounting Manager *Utility Information Manager *Water Treatment Manager 	

*** Positions exempt from overtime provisions of the Fair Labor Standards Act.**

City of Loveland

Proposed 2012 Employee Pay Plan

Pay Level 10

	Minimum	Midpoint	Maximum
Hourly	28.19	36.64	45.10
Fire Hourly	20.13	26.17	32.21
Annual	58,629	76,217	93,806

- | | |
|---|-------------------------------------|
| *Administrative Business Manager | Fire Lieutenant |
| Assistant Emergency Manager | Fire Shift Officer |
| *Assistant City Attorney I | *Fleet Services Manager |
| *Assistant Library Director | *Human Resources Manager |
| Business Analyst Group Leader | *Police Communications Manager |
| *Civil Engineer | *Police Information Manager |
| *Compensation and Benefits Manager | Police Sergeant |
| *Compliance and Payroll Manager | *Senior Parks Planner |
| Deputy Fire Marshal | *Technical Services Superintendent |
| *Electrical Engineer | *Wastewater Treatment Plant Manager |
| *Environmental Compliance Administrator | *Water Operations Supervisor |
| *Field Engineering Supervisor | |

Pay Level 9

	Minimum	Midpoint	Maximum
Hourly	26.38	32.98	39.57
Fire Hourly	18.84	23.56	28.27
Annual	54,876	68,595	82,315

- | | |
|--------------------------------------|------------------------------------|
| Business Analyst | Network & Systems Administrator |
| *Construction Coordinator | *Principal City Planner |
| Criminalist | *Recreation Facility Manager |
| Electric Metering Supervisor | *Sales Tax Manager |
| *Facility Maintenance Superintendent | *Senior Accountant |
| Fire Engineer | Senior GIS Specialist |
| Fire Inspection Technician | *Support Services Superintendent |
| *Golf Course Professional | *Traffic Operations Superintendent |
| *Golf Services Superintendent | *Transit Manager |
| *Industrial Pretreatment Coordinator | *Utility Financial/Rate Analyst |
| Line Crew Supervisor | Water Quality Lab Coordinator |
| *Natural Areas Manager | |

Pay Level 8

	Minimum	Midpoint	Maximum
Hourly	23.74	29.68	35.62
Annual	49,389	61,736	74,083

- | | |
|--|--------------------------------|
| *Airport Operations/Maintenance Supervisor | *Librarian III |
| Associate Engineer | Plans Reviewer |
| *Business Development Specialist | Police Officer |
| Communications Specialist Supervisor | Police Specialist |
| *Community Partnership Administrator | *Program Supervisor |
| Computer Support Technician Group Leader | *Public Information Officer |
| *Crew Supervisor | Safety Coordinator |
| *Facilities Management Planner | Senior Building Inspector |
| *Human Resources Generalist | *Staff Engineer |
| Journey Lineworker | *Stormwater Quality Specialist |
| Journey Meter Technician | *Theater Manager |
| Journey Substation/Hydro Technician | Utility Billing Supervisor |
| Lead Plant Operator | Warehouse Operations Manager |

*** Positions exempt from overtime provisions of the Fair Labor Standards Act.**

City of Loveland

Proposed 2012 Employee Pay Plan

Pay Level 7

	Minimum	Midpoint	Maximum
Hourly	21.37	26.71	32.06
Fire Hourly	15.26	19.08	22.90
Annual	44,450	55,562	66,675

- | | |
|---|---------------------------------------|
| *Accountant II | Firefighter |
| Administrative Analyst | GIS Specialist |
| Apprentice Lineworker II | Golf Services Supervisor |
| Apprentice Meter Technician II | Lead Mechanic |
| Apprentice Substation/Hydro Technician II | *Marketing Coordinator |
| Building Inspector | Mechanical Maintenance/Technician |
| *Commercial Accounts Representative | *Museum Curator |
| Computer Support Technician | Plant Operator A |
| Customer Service Supervisor | *Police Records Supervisor |
| *Economic Research Specialist | *Sales Tax Auditor |
| Electric Resource Efficiency Coordinator | *Senior City Planner |
| Facilities Maintenance Technician | Technical Services Control Specialist |
| Facilities Maintenance Tech-Leadworker | *Technical Specialist (Water & Power) |
| Field Engineer | Telecom Specialist (IT) |
| Field Engineering Coordinator | |

Pay Level 6

	Minimum	Midpoint	Maximum
Hourly	19.23	24.04	28.85
Annual	40,005	50,006	60,007

- | | |
|--|---------------------------------------|
| Accounting Technician | GIS Technician |
| Apprentice Lineworker I | Grounds Tech II |
| Apprentice Meter Technician I | Lead Equipment Operator |
| Apprentice Substation Hydro Technician I | Legal Assistant |
| *Athletics Coordinator | Librarian II |
| *Benefits Administrator | Mechanic II |
| Buyer | Museum Preparator |
| City Planner I | Natural Areas Technician |
| City Planner II | Park Crew Leader |
| Communications Specialist Leadworker | Payroll Administrator |
| Community Service Officer | *Public Art/Business Services Manager |
| Court Administrator | Public Works Inspector |
| Deputy City Clerk | *Recreation Coordinator |
| Engineering Technician | Traffic Marking Crew Leader |
| Executive Assistant | Traffic Signal Technician II |
| *Facility Coordinator | *Transit Operations Supervisor |
| Field Service Representative | Treatment Plant Controls Tech I |
| Fleet Parts Buyer | Treatment Plant Controls Tech II |

City of Loveland	Proposed 2012 Employee Pay Plan
-------------------------	--

Pay Level 5

	Minimum	Midpoint	Maximum		
Hourly	17.31	21.64	25.96		
Annual	36,004	45,005	54,007		
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <ul style="list-style-type: none"> Business Services Coordinator City Planning Technician Code Administrator Communications Specialist Development Center Specialist Groundworker Heavy Equipment Operator Help Desk Technician Human Resources Analyst Investigative Technician Irrigation Technician Librarian I Locator/Construction Inspector Parks Specialist </td> <td style="width: 50%; vertical-align: top; padding-left: 20px;"> <ul style="list-style-type: none"> Plant Operator B/C Recycling Center Equipment Operator Revenue and Licensing Coordinator Senior Customer Service Representative Senior Meter Reader Senior Utility Billing Clerk Technical Coordinator Traffic Sign Specialist Utility Systems Technician Warehouse Worker Water Meter Technician II Water Quality Specialist I Water Quality Specialist II </td> </tr> </table>				<ul style="list-style-type: none"> Business Services Coordinator City Planning Technician Code Administrator Communications Specialist Development Center Specialist Groundworker Heavy Equipment Operator Help Desk Technician Human Resources Analyst Investigative Technician Irrigation Technician Librarian I Locator/Construction Inspector Parks Specialist 	<ul style="list-style-type: none"> Plant Operator B/C Recycling Center Equipment Operator Revenue and Licensing Coordinator Senior Customer Service Representative Senior Meter Reader Senior Utility Billing Clerk Technical Coordinator Traffic Sign Specialist Utility Systems Technician Warehouse Worker Water Meter Technician II Water Quality Specialist I Water Quality Specialist II
<ul style="list-style-type: none"> Business Services Coordinator City Planning Technician Code Administrator Communications Specialist Development Center Specialist Groundworker Heavy Equipment Operator Help Desk Technician Human Resources Analyst Investigative Technician Irrigation Technician Librarian I Locator/Construction Inspector Parks Specialist 	<ul style="list-style-type: none"> Plant Operator B/C Recycling Center Equipment Operator Revenue and Licensing Coordinator Senior Customer Service Representative Senior Meter Reader Senior Utility Billing Clerk Technical Coordinator Traffic Sign Specialist Utility Systems Technician Warehouse Worker Water Meter Technician II Water Quality Specialist I Water Quality Specialist II 				

Pay Level 4

	Minimum	Midpoint	Maximum		
Hourly	16.23	19.47	22.72		
Annual	33,754	40,505	47,256		
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <ul style="list-style-type: none"> Accounting Clerk II Administrative Technician Airport Maintenance Worker Assistant Golf Professional Bus Driver Bus Driver Sub Desktop Publishing Specialist Equipment Operator Equipment Services Technician Evidence Technician Facilities Planning Specialist Grounds Technician I </td> <td style="width: 50%; vertical-align: top; padding-left: 20px;"> <ul style="list-style-type: none"> Human Resource Technician Lead Police Records Clerk Maintenance Worker Meter Reader Parks Worker Plant Operator D Technical Assistant Traffic Technician Utility Billing Clerk Vehicle Service Writer Water Meter Technician I </td> </tr> </table>				<ul style="list-style-type: none"> Accounting Clerk II Administrative Technician Airport Maintenance Worker Assistant Golf Professional Bus Driver Bus Driver Sub Desktop Publishing Specialist Equipment Operator Equipment Services Technician Evidence Technician Facilities Planning Specialist Grounds Technician I 	<ul style="list-style-type: none"> Human Resource Technician Lead Police Records Clerk Maintenance Worker Meter Reader Parks Worker Plant Operator D Technical Assistant Traffic Technician Utility Billing Clerk Vehicle Service Writer Water Meter Technician I
<ul style="list-style-type: none"> Accounting Clerk II Administrative Technician Airport Maintenance Worker Assistant Golf Professional Bus Driver Bus Driver Sub Desktop Publishing Specialist Equipment Operator Equipment Services Technician Evidence Technician Facilities Planning Specialist Grounds Technician I 	<ul style="list-style-type: none"> Human Resource Technician Lead Police Records Clerk Maintenance Worker Meter Reader Parks Worker Plant Operator D Technical Assistant Traffic Technician Utility Billing Clerk Vehicle Service Writer Water Meter Technician I 				

Pay Level 3

	Minimum	Midpoint	Maximum		
Hourly	14.61	17.53	20.45		
Annual	30,379	36,454	42,530		
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <ul style="list-style-type: none"> Accounting Clerk I Administrative Specialist Aquatics Supervisor Box Office Coordinator Building Attendant </td> <td style="width: 50%; vertical-align: top; padding-left: 20px;"> <ul style="list-style-type: none"> Building Supervisor Library Aide Municipal Court Clerk Police Records Clerk Vehicle Service Technician </td> </tr> </table>				<ul style="list-style-type: none"> Accounting Clerk I Administrative Specialist Aquatics Supervisor Box Office Coordinator Building Attendant 	<ul style="list-style-type: none"> Building Supervisor Library Aide Municipal Court Clerk Police Records Clerk Vehicle Service Technician
<ul style="list-style-type: none"> Accounting Clerk I Administrative Specialist Aquatics Supervisor Box Office Coordinator Building Attendant 	<ul style="list-style-type: none"> Building Supervisor Library Aide Municipal Court Clerk Police Records Clerk Vehicle Service Technician 				

City of Loveland	Proposed 2012 Employee Pay Plan
-------------------------	--

Pay Level 2

	Minimum	Midpoint	Maximum
Hourly	13.14	15.77	18.40
Annual	27,341	32,809	38,277

Cashier II
 Childcare Supervisor
 Document Management Clerk
 Office Support Specialist

Pay Level 1

	Minimum	Midpoint	Maximum
Hourly	11.83	14.20	16.56
Annual	24,607	29,528	34,449

Cashier I
 Mail Distribution Clerk
 Office Assistant

*** Positions exempt from overtime provisions of the Fair Labor Standards Act.**

City of Loveland	Proposed 2012 Employee Pay Plan
-------------------------	--

PT1 Pay Level

	Minimum	Maximum
Hourly	17.80	35.00
Adult Athletics Official II		
Program Instructor IV		

PT2 Pay Level

	Minimum	Maximum
Hourly	11.00	17.80
Adult Athletics Official I		Intern II
Certified Youth Athletics Official		Maintenance Technician
Concession Manager		Master Greens Keeper
Day Camp Director		Pool/Beach Manager
Environmental Education Coordinator		Program Instructor III
Facility Supervisor		

PT3 Pay Level

	Minimum	Maximum
Hourly	9.00	13.50
Activity/Day Camp Leader		Maintenance Worker II
Assistant Pool/Beach Manager		Museum Registrar
Cultural Events Assistant		Play/Tee Manager II
Escort Van Driver		Program Instructor II
Facility Attendant I		Tournament Director
Front House Coordinator		Youth Athletics Coach
General Laborer II		Youth Athletics Official II

PT4 Pay Level

	Minimum	Maximum
Hourly	7.28	11.25
Batting Cage Worker		Lifeguard (Pool/Beach/Chilson)
Cart Range Worker		Maintenance Worker I
Childcare Attendant		Play/Tee Manager I
Clerk/Cashier		Pool Technician
Concession Worker		Program Instructor I
Firefighter Apprentice		Recycling Site Attendant
Fitness Area Supervisor/Trainer		Recycling Site Helper
General Laborer I		Scorekeeper
Golf Pro-Shop Worker		Swim Aide
Intern I		Youth Athletics Official I
Library Page		

Proposed 2012 Pay Plan					
Index of Positions					
Position	Pay Level	Page	Position	Pay Level	Page
Accountant II	7	3	Chief of Police	14	1
Accounting Clerk I	3	4	Childcare Attendant	PT4	6
Accounting Clerk II	4	4	Childcare Supervisor	2	5
Accounting Technician	6	3	City Clerk	11	1
Activity/Day Camp Leader	PT3	6	City Engineer	12	1
Administrative Analyst	7	3	City Planner I	6	3
Administrative Business Manager	10	2	City Planner II	6	3
Administrative Specialist	3	4	City Planning Technician	5	4
Administrative Technician	4	4	City Traffic Engineer	12	1
Adult Athletics Official I	PT2	6	Civil Engineer	10	2
Adult Athletics Official II	PT1	6	Clerk/Cashier	PT4	6
Airport Director	12	1	Code Administrator	5	4
Airport Maintenance Worker	4	4	Commercial Accounts Representative	7	3
Airport Operations/Maint.Supervisor	8	2	Communications Specialist	5	4
Application Services Manager	12	1	Communications Specialist Leadworker	6	3
Apprentice Lineworker I	6	3	Communications Specialist Supervisor	8	2
Apprentice Lineworker II	7	3	Community Partnership Administrator	8	2
Apprentice Meter Technician I	6	3	Community Service Officer	6	3
Apprentice Meter Technician II	7	3	Compensation and Benefits Manager	10	2
Apprentice Substat./Hydro Tech. I	6	3	Compliance and Payroll Manager	10	2
Apprentice Substat./Hydro Tech. II	7	3	Computer Support Technician	7	3
Aquatics Supervisor	3	4	Computer Support Tech. Group Leader	8	2
Assistant City Attorney I	10	2	Concession Manager	PT2	6
Assistant City Attorney II	12	1	Concession Worker	PT4	6
Assistant City Manager	14	1	Construction Coordinator	9	2
Assistant Emergency Manager	10	2	Court Administrator	6	3
Assistant Golf Professional	4	4	Crew Supervisor	8	2
Assistant Library Director	10	2	Criminalist	9	2
Assistant Pool/Beach Manager	PT3	6	Cultural Events Assistant	PT3	6
Associate Engineer	8	2	Cultural Services Director	12	1
Athletics Coordinator	6	3	Current Planning Manager	12	1
Battalion Chief	12	1	Customer Relations Manager	11	1
Batting Cage Worker	PT4	6	Customer Service Supervisor	7	3
Benefits Administrator	6	3	Day Camp Director	PT2	6
Box Office Coordinator	3	4	Deputy City Attorney	13	1
Budget Officer	11	1	Deputy City Clerk	6	3
Building Attendant	3	4	Deputy Fire Marshal	10	2
Building Inspector	7	3	Desktop Publishing Specialist	4	4
Building Supervisor	3	4	Development Center Specialist	5	4
Bus Driver	4	4	Director of Development Services	14	1
Bus Driver Sub	4	4	Director of Economic Development	13	1
Business Analyst	9	2	Director of Parks and Recreation	14	1
Business Analyst Group Leader	10	2	Director of Public Works	14	1
Business Development Specialist	8	2	Director of Water and Power	14	1
Business Services Coordinator	5	4	Document Management Clerk	2	5
Buyer	6	3	Economic Research Specialist	7	3
Cart Range Worker	PT4	6	Electric Metering Supervisor	9	2
Cashier I	1	5	Electric Resource Efficiency Coordinator	7	3
Cashier II	2	5	Electrical Engineer	10	2
Certified Youth Athletics Official	PT2	6	Engineering Technician	6	3
Chief Building Official	12	1	Environmental Compliance Administrator	10	2

Position	Pay Level	Page	Position	Pay Level	Page
Environmental Education Coordinator	PT2	6	Information Technology Director	13	1
Equipment Operator	4	4	Infrastructure Services Manager	12	1
Equipment Services Technician	4	4	Intern I	PT4	6
Escort Van Driver	PT3	6	Intern II	PT2	6
Evidence Technician	4	4	Investigative Technician	5	4
Executive Assistant	6	3	Irrigation Technician	5	4
Executive Fiscal Advisor	12	1	Journey Lineworker	8	2
Facilities Maintenance Technician	7	3	Journey Meter Technician	8	2
Facilities Maintenance Tech. Leadwkr.	7	3	Journey Substation/Hydro Technician	8	2
Facilities Management Planner	8	2	Lead Equipment Operator	6	3
Facilities Operations Manager	11	1	Lead Mechanic	7	3
Facilities Planning Specialist	4	4	Lead Plant Operator	8	2
Facility Attendant I	PT3	6	Lead Police Records Clerk	4	4
Facility Coordinator	6	3	Legal Assistant	6	3
Facility Maintenance Superintendent	9	2	Librarian I	5	4
Facility Supervisor	PT2	6	Librarian II	6	3
Field Engineer	7	3	Librarian III	8	2
Field Engineering Coordinator	7	3	Library Aide	3	4
Field Engineering Supervisor	10	2	Library Director	12	1
Field Service Representative	6	3	Library Page	PT4	6
Fire Chief	14	1	Lifeguard (Pool/Beach/Chilson)	PT4	6
Fire Division Chief	13	1	Line Crew Supervisor	9	2
Fire Engineer	9	2	Locator/Construction Inspector	5	4
Fire Inspection Technician	9	2	Mail Distribution Clerk	1	5
Fire Lieutenant	10	2	Maintenance Technician	PT2	6
Fire Shift Officer	10	2	Maintenance Worker	4	4
Firefighter	7	3	Maintenance Worker I	PT4	6
Firefighter Apprentice	PT4	6	Maintenance Worker II	PT3	6
Fitness Area Supervisor/Trainer	PT4	6	Marketing Coordinator	7	3
Fleet Parts Buyer	6	3	Master Greens Keeper	PT2	6
Fleet Services Manager	10	2	Mechanic II	6	3
Front House Coordinator	PT3	6	Mechanical/Maintenance Technician	7	3
General Laborer I	PT4	6	Meter Reader	4	4
General Laborer II	PT3	6	Municipal Court Clerk	3	4
GIS Specialist	7	3	Museum Curator	7	3
GIS Technician	6	3	Museum Preparator	6	3
Golf Course Professional	9	2	Museum Registrar	PT3	6
Golf Operations Manager	11	1	Natural Areas Manager	9	2
Golf Pro-Shop Worker	PT4	6	Natural Areas Technician	6	3
Golf Services Superintendent	9	2	Network & Systems Administrator	9	2
Golf Services Supervisor	7	3	Office Assistant	1	5
Grounds Technician I	4	4	Office Support Specialist	2	5
Grounds Technician II	6	3	Park Crew Leader	6	3
Groundworker	5	4	Parks Manager	11	1
Heavy Equipment Operator	5	4	Parks Specialist	5	4
Help Desk Technician	5	4	Parks Worker	4	4
Human Resources Analyst	5	4	Payroll Administrator	6	3
Human Resources Director	13	1	Plans Reviewer	8	2
Human Resources Generalist	8	2	Plant Operator A	7	3
Human Resources Manager	10	2	Plant Operator B/C	5	4
Human Resources Technician	4	4	Plant Operator D	4	4
Industrial Pretreatment Coordinator	9	2	Play/Tee Manager I	PT4	6

Position	Pay Level	Page	Position	Pay Level	Page
Play/Tee Manager II	PT3	6	Technical Assistant	4	4
Police Captain	13	1	Technical Coordinator	5	4
Police Communications Manager	10	2	Technical Services Control Specialist	7	3
Police Information Manager	10	2	Technical Services Superintendent	10	2
Police Lieutenant	12	1	Technical Specialist (W&P)	7	3
Police Officer	8	2	Telecom Specialist (IT)	7	3
Police Records Clerk	3	4	Theater Manager	8	2
Police Records Supervisor	7	3	Tournament Director	PT3	6
Police Sergeant	10	2	Traffic Marking Crew Leader	6	3
Police Specialist	8	2	Traffic Operations Superintendent	9	2
Pool Technician	PT4	6	Traffic Sign Specialist	5	4
Pool/Beach Manager	PT2	6	Traffic Signal Technician II	6	3
Power Operations Manager	13	1	Traffic Technician	4	4
Power Operations Supervisor	12	1	Transit Manager	9	2
Principal City Planner	9	2	Transit Operations Supervisor	6	3
Program Instructor I	PT4	6	Treatment Plant Controls Technician I	6	3
Program Instructor II	PT3	6	Treatment Plant Controls Technician II	6	3
Program Instructor III	PT2	6	Utility Accounting Manager	11	1
Program Instructor IV	PT1	6	Utility Billing Clerk	4	4
Program Supervisor	8	2	Utility Billing Supervisor	8	2
Public Arts/Business Services Manager	6	3	Utility Financial/Rate Analyst	9	2
Public Information Officer	8	2	Utility Information Manager	11	1
Public Works Inspector	6	3	Utility Systems Technician	5	4
Recreation Coordinator	6	3	Vehicle Service Technician	3	4
Recreation Facility Manager	9	2	Vehicle Service Writer	4	4
Recreation Manager	11	1	Warehouse Operations Manager	8	2
Recycling Center Equipment Operator	5	4	Warehouse Worker	5	4
Recycling Site Attendant	PT4	6	Wastewater Treatment Plant Manager	10	2
Recycling Site Helper	PT4	6	Water Meter Technician I	4	4
Revenue and Licensing Coordinator	5	4	Water Meter Technician II	5	4
Revenue Manager	11	1	Water Operations Supervisor	10	2
Risk Manager	11	1	Water Quality Lab Coordinator	9	2
Safety Coordinator	8	2	Water Quality Specialist I	5	4
Sales Tax Auditor	7	3	Water Quality Specialist II	5	4
Sales Tax Manager	9	2	Water Treatment Manager	11	1
Scorekeeper	PT4	6	Water Utilities Manager	13	1
Senior Accountant	9	2	Youth Athletics Coach	PT3	6
Senior Building Inspector	8	2	Youth Athletics Official I	PT4	6
Senior City Planner	7	3	Youth Athletics Official II	PT3	6
Senior Civil Engineer	12	1			
Senior Customer Service Representative	5	4			
Senior Electrical Engineer	12	1			
Senior GIS Specialist	9	2			
Senior Meter Reader	5	4			
Senior Parks Planner	10	2			
Senior Utility Billing Clerk	5	4			
Solid Waste Management Superintendent	11	1			
Staff Engineer	8	2			
Stormwater Quality Specialist	8	2			
Street Maintenance Superintendent	11	1			
Streets & Solid Waste Manager	12	1			
Support Services Superintendent	9	2			
Swim Aide	PT4	6			

2012 Exempt Vacation Leave Eligibility List		
Benefit Level	Position	Pay Plan Level
A	City Manager	
A	City Attorney	
A	Municipal Judge	
A	Assistant City Manager	14
A	Chief of Police	14
A	Director of Development Services	14
A	Director of Parks and Recreation	14
A	Director of Public Works	14
A	Director of Water and Power	14
A	Fire Chief	14
B	Deputy City Attorney	13
B	Director of Economic Development	13
B	Fire Division Chief	13
B	Human Resources Director	13
B	Information Technology Director	13
B	Police Captain	13
B	Power Operations Manager	13
B	Water Utilities Manager	13
B	Airport Director	12
B	Application Services Manager	12
B	Assistant City Attorney II	12
B	Battalion Chief	12
B	Chief Building Official	12
B	City Engineer	12
B	City Traffic Engineer	12
B	Cultural Services Director	12
B	Current Planning Manager	12
B	Executive Fiscal Advisor	12
B	Infrastructure Services Manager	12
B	Library Director	12
B	Police Lieutenant	12
B	Power Operations Supervisor	12
B	Senior Civil Engineer	12
B	Senior Electrical Engineer	12
B	Streets & Solid Waste Manager	12
B	Budget Officer	11
B	City Clerk	11
B	Customer Relations Manager	11
B	Facilities Operations Manager	11
B	Golf Operations Manager	11
B	Parks Manager	11
B	Recreation Manager	11
B	Revenue Manager	11

2012 Exempt Vacation Leave Eligibility List		
Benefit Level	Position	Pay Plan Level
B	Risk Manager	11
B	Solid Waste Management Superintendent	11
B	Street Maintenance Superintendent	11
B	Utility Accounting Manager	11
B	Utility Information Manager	11
B	Water Treatment Manager	11
B	Administrative Business Manager	10
B	Assistant City Attorney I	10
B	Assistant Library Director	10
B	Civil Engineer	10
B	Compensation and Benefits Manager	10
B	Compliance and Payroll Manager	10
B	Electrical Engineer	10
B	Environmental Compliance Administrator	10
B	Field Engineering Supervisor	10
B	Fleet Services Manager	10
B	Human Resources Manager	10
B	Police Communications Manager	10
B	Police Information Manager	10
B	Senior Parks Planner	10
B	Technical Services Superintendent	10
B	Wastewater Treatment Plant Manager	10
B	Water Operations Supervisor	10
C	Construction Coordinator	9
C	Facility Maintenance Superintendent	9
C	Golf Course Professional	9
C	Golf Services Superintendent	9
C	Industrial Pretreatment Coordinator	9
C	Natural Areas Manager	9
C	Principal City Planner	9
C	Recreation Facility Manager	9
C	Sales Tax Manager	9
C	Senior Accountant	9
C	Support Services Superintendent	9
C	Traffic Operations Superintendent	9
C	Transit Manager	9
C	Utility Financial/Rate Analyst	9
C	Airport Operations/Maintenance Supervisor	8
C	Business Development Specialist	8
C	Community Partnership Administrator	8
C	Crew Supervisor	8
C	Facilities Management Planner	8
C	Human Resources Generalist	8

2012 Exempt Vacation Leave Eligibility List		
Benefit Level	Position	Pay Plan Level
C	Librarian III	8
C	Program Supervisor	8
C	Public Information Officer	8
C	Staff Engineer	8
C	Stormwater Quality Specialist	8
C	Theater Manager	8
C	Accountant II	7
C	Commercial Accounts Representative	7
C	Economic Research Specialist	7
C	Marketing Coordinator	7
C	Museum Curator	7
C	Police Records Supervisor	7
C	Sales Tax Auditor	7
C	Senior City Planner	7
C	Technical Specialist Water & Power	7
C	Athletics Coordinator	6
C	Benefits Administrator	6
C	Facility Coordinator	6
C	Public Art/Business Services Manager	6
C	Recreation Coordinator	6
C	Transit Operations Supervisor	6

FIRST READING October 4, 2011

SECOND READING _____

ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE 2012 BUDGET FOR THE CITY OF LOVELAND, COLORADO

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

Section 1. That the 2012 Budget, which has been filed with the City Clerk’s Office, for all funds for the fiscal year beginning January 1, 2012 and ending December 31, 2012, with revenues and estimated fund balance in the amount of \$322,139,250, and expenditures of \$196,601,110 for capital and departmental operations, is hereby adopted as the budget for all funds of the City of Loveland, Colorado for the year 2012.

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 _____ day of October, 2011.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

J. Yost Schmidt
Deputy City Attorney

FIRST READING October 4, 2011

SECOND READING _____

ORDINANCE NO. _____

AN ORDINANCE MAKING AN APPROPRIATION FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2012 AND ENDING DECEMBER 31, 2012 FOR THE CITY OF LOVELAND, COLORADO

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

Section 1. That out of estimated revenues to be derived from all sources, as set forth in the 2012 Budget, to be received from the funds listed below, which together with estimated fund balance on January 1, 2012, make a total of estimated resources listed below, there is hereby appropriated to each such fund for the fiscal year beginning January 1, 2012 the amount listed:

Fund Name	Estimated Revenue	Estimated Fund Balance	Total Resources	Appropriation	Fund Balance
General Fund	64,694,850	23,949,940	88,644,790	63,537,380	25,107,410
Art in Public Places	247,960	291,170	539,130	531,350	7,780
Capital Projects	17,065,900	1,109,300	18,175,200	17,065,900	1,109,300
Park Capital Expansion Fees	554,650	6,111,400	6,666,050	5,831,100	834,950
Recreation Capital Expansion Fees	383,670	3,175,360	3,559,030	250,000	3,309,030
Trails Capital Expansion Fees	86,680	1,020,550	1,107,230	164,460	942,770
Open Space Capital Expansion Fees	136,720	656,650	793,370	-	793,370
General Government Capital Expansion Fees	272,990	5,322,720	5,595,710	-	5,595,710
Fire Capital Expansion Fees	303,850	2,459,420	2,763,270	767,350	1,995,920
Police Capital Expansion Fees	166,490	4,152,540	4,319,030	-	4,319,030
Library Capital Expansion Fees	96,200	257,430	353,630	-	353,630
Cultural Services Capital Expansion Fees	109,050	1,865,510	1,974,560	-	1,974,560
Streets Capital Expansion Fees	831,570	2,042,360	2,873,930	1,095,090	1,778,840
Comm. Dev. Block Grant	275,000	-	275,000	275,000	-
Conservation Trust	579,710	4,545,510	5,125,220	2,143,930	2,981,290
Lodging Tax	557,300	429,730	987,030	500,000	487,030
Open Space	1,635,790	10,535,820	12,171,610	3,036,170	9,135,440
Parks Improvement	95,790	2,555,560	2,651,350	570,000	2,081,350
PEG Fee	71,000	139,470	210,470	57,000	153,470
Seizure & Forfeiture Fund	-	2,050	2,050	-	2,050
Golf Course	3,559,290	1,397,240	4,956,530	3,447,000	1,509,530
Power	48,601,460	12,165,680	60,767,140	50,598,050	10,169,090
Power Plant Improvement Fee	1,792,670	-	1,792,670	50,000	1,742,670
Raw Water	1,790,060	15,537,730	17,327,790	1,654,180	15,673,610
Solid Waste	6,207,120	3,844,360	10,051,480	4,997,270	5,054,210
Storm Water	4,415,590	2,199,550	6,615,140	4,655,400	1,959,740
Wastewater	7,221,240	5,138,750	12,359,990	6,812,820	5,547,170
Wastewater System Improvement Fee	854,440	-	854,440	221,350	633,090
Water	8,196,990	7,971,420	16,168,410	9,844,910	6,323,500
Water System Improvement Fee	1,418,430	568,290	1,986,720	1,055,980	930,740
Employee Benefits Fund	9,358,610	3,747,220	13,105,830	11,126,500	1,979,330
Fleet Management	1,148,380	7,500,830	8,649,210	654,000	7,995,210
Risk Management	2,395,540	2,663,980	5,059,520	2,520,880	2,538,640
Vehicle Maintenance	3,260,530	396,190	3,656,720	3,138,040	518,680
TOTAL	188,385,520	133,753,730	322,139,250	196,601,110	125,538,140

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 adoption, as provided in City Charter Section 11-5(d).

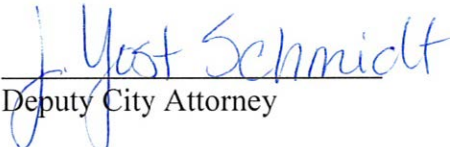
ADOPTED this _____ day of October, 2011.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



Deputy City Attorney



CITY OF LOVELAND
FINANCE DEPARTMENT

Civic Center • 500 East Third • Loveland, Colorado 80537
(970) 962-2695 • FAX (970) 962-2900 • TDD (970) 962-2620

Staff Report

MEETING DATE: 10/4/2011
TO: City Council
FROM: Renee Wheeler, City Manager's Office/Finance

TITLE:

An ordinance amending Section 3.08.020 of the Loveland Municipal Code regarding placement of General Fund tax revenues in a reserve account

DESCRIPTION:

Ordinance # 5530 approved October 19, 2010 revised the annual contribution to the City Council Reserve from 5% of General Fund revenue to 2.5% for five years, when it would be restored to 5%. The attached ordinance would retain the 2.5% contribution throughout the planning horizon, freeing up money to address operations and capital needs in the General Fund starting in 2016.

BUDGET IMPACT:

Yes No

If the contribution to the City Council reserve is maintained at 2.5% of the revenues, \$1.3 million would be made available for operations and capital beginning 2016 annually throughout the planning horizon in the General Fund.

SUMMARY:

This proposed action does two things: retains the contribution to the City Council reserve at 2.5% throughout the planning horizon for the General Fund and makes the language more flexible with regard to the expenditure of the money (Municipal Code Section 3.08.020 states that it can only be used for capital improvements from January 1, 2012 and December 21, 2015). This is an action for planning purposes and is not necessarily permanent in nature. If the revenue collection were to change significantly in any future year, an action could be taken by the City Council in that year to revise this policy.

The Ten Year General Fund Financial Plan has the funds committed to repaying the inter-fund loan on the 402 property purchase and downtown projects. When the budget is approved the

current year's contribution is appropriated. Any use outside the annual budget appropriation must be approved by City Council in separate action. Staff believes that it is fiscally prudent to limit the use of the City Council reserve funds to one-time expenditures that do not impact future year budgets. There could be one-time expenditures that would not have future year impacts and may not be a capital improvement (i.e., equipment under \$250,000, seed money to bridge a gap until new revenue can be generated, grant match).

This change would make \$1.3 million dollars available for operating and capital in the General Fund starting in 2016, when the projected contribution would change from \$2,516,040 to \$1,258,020. This action would require that the placeholder for downtown projects in 2016 be reduced from \$1,000,000 to \$630,000. The balance could be restored in 2017 because the inter-fund loan will be paid in full in 2016. Assuming the contribution were 2.5% in 2017, the projected ending balance in that year would be \$1,369,420.

A historical table of contributions and uses of the reserve is attached for your review. Two other tables are attached to demonstrate the difference between the two scenarios (5% in 2016 versus retaining 2.5% throughout). The "City Council Reserve: 2.5% through 2015, 5% 2016-2021" is an excerpt from the current General Fund Financial Master Plan related to the City Council Reserve is also attached for your convenience (pages 3-10 and 3-11) of the 2012 Recommended Budget.

Staff recommends approval of an ordinance amending Section 3.08.020 of the Loveland Municipal Code regarding placement of General Fund tax revenues in a reserve account.

LIST OF ATTACHMENTS:

- Ordinance (Red-lined Version)
 - Ordinance (without Red lines)
 - Historical City Council Reserve Contributions and Uses
 - Projected City Council Reserve Contributions and Uses (as presented in the Recommended Budget)
 - Projected City Council Reserve Contributions and Uses (assuming the 2.5% were retained as the contribution throughout the planning horizon)
-

Red-lined Ordinance

FIRST READING October 4, 2011

SECOND READING _____

ORDINANCE NO.

**AN ORDINANCE AMENDING SECTION 3.08.020 OF THE LOVELAND
MUNICIPAL CODE REGARDING PLACEMENT OF GENERAL FUND TAX
REVENUES IN A RESERVE ACCOUNT**

WHEREAS, Loveland Municipal Code Section 3.08.020 requires the placement of two and one half percent (2.5%) of all general fund revenues which are derived from any sales tax, use tax or ad valorem property tax, and which are within the annual revenue limitations of Article X, Section 20 of the Colorado Constitution, to be placed in the general fund reserve account during the period from January 1, 2011 and ending December 31, 2015: and

WHEREAS, Code section 3.08.020 also provides that expenditures from the reserve account shall be made following appropriation by ordinance of the City Council only for operating programs, special projects or capital improvements for the period ending December 31, 2011, and only for capital improvements during the period commencing January 1, 2012 and ending on December 31, 2015; and

WHEREAS, the placement of tax revenues in the general fund reserve account in accordance with Section 3.08.020 for the period from January 1, 2010 and ending on December 31, 2015 was implemented by Ordinance No. 5466 approved by city Council on second reading on October 20, 2009, (the "2009 Ordinance") and amended by Ordinance No. 5530 approved by City Council on second reading on October 19, 2010 (the "2010 Ordinance"); and

WHEREAS, the City Council desires to eliminate the end date of December 31, 2015 for placement of tax revenues in the general fund reserve account and permit the use of such reserve for operating programs, special projects or capital improvements after appropriation by ordinance of the City Council effective January 1, 2012 as more fully described herein.

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

Section 1. Effective January 1, 2012, Section 3.08.020 of the Loveland Municipal Code is amended to read in full as follows:

3.08.020. General Fund – Reserve Account

For each fiscal year commencing on January 1, 201~~2~~¹ and ending ~~December 31, 2015~~, two and one half percent (2.5%) of all general fund revenues which are derived from any sales tax, use tax or ad valorem property tax and which are within the annual revenue limitations of Article X, Section 20 of the Colorado Constitution shall be placed in the general fund reserve

account. Expenditures from the reserve account shall be made ~~only~~ for operating programs, special projects or capital improvements, following appropriation by ordinance of the city council, ~~during the period commencing on January 1, 2010 and ending on December 31, 2011. Expenditures from the reserve account shall be made only for capital improvements, following appropriation by ordinance of the city council, during the period commencing on January 1, 2012 and ending on December 31, 2015.~~

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).

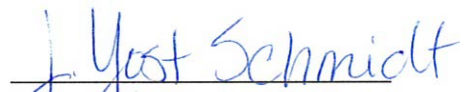
Adopted this _____ day of October, 2011.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



Deputy City Attorney

FIRST READING October 4, 2011

SECOND READING _____

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 3.08.020 OF THE LOVELAND MUNICIPAL CODE REGARDING PLACEMENT OF GENERAL FUND TAX REVENUES IN A RESERVE ACCOUNT

WHEREAS, Loveland Municipal Code Section 3.08.020 requires the placement of two and one half percent (2.5%) of all general fund revenues which are derived from any sales tax, use tax or ad valorem property tax, and which are within the annual revenue limitations of Article X, Section 20 of the Colorado Constitution, to be placed in the general fund reserve account during the period from January 1, 2011 and ending December 31, 2015; and

WHEREAS, Code section 3.08.020 also provides that expenditures from the reserve account shall be made following appropriation by ordinance of the City Council only for operating programs, special projects or capital improvements for the period ending December 31, 2011, and only for capital improvements during the period commencing January 1, 2012 and ending on December 31, 2015; and

WHEREAS, the placement of tax revenues in the general fund reserve account in accordance with Section 3.08.020 for the period from January 1, 2010 and ending on December 31, 2015 was implemented by Ordinance No. 5466 approved by City Council on second reading on October 20, 2009, (the "2009 Ordinance") and amended by Ordinance No. 5530 approved by City Council on second reading on October 19, 2010 (the "2010 Ordinance"); and

WHEREAS, the City Council desires to eliminate the end date of December 31, 2015 for placement of tax revenues in the general fund reserve account and permit the use of such reserve for operating programs, special projects or capital improvements after appropriation by ordinance of the City Council effective January 1, 2012 as more fully described herein.

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

Section 1. Effective January 1, 2012, Section 3.08.020 of the Loveland Municipal Code is amended to read in full as follows:

3.08.020. General Fund – Reserve Account

For each fiscal year commencing on January 1, 2012, two and one half percent (2.5%) of all general fund revenues which are derived from any sales tax, use tax or ad valorem property tax and which are within the annual revenue limitations of Article X, Section 20 of the Colorado Constitution shall be placed in the general fund reserve account. Expenditures from the reserve

account shall be made for operating programs, special projects or capital improvements, following appropriation by ordinance of the city council.

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). .

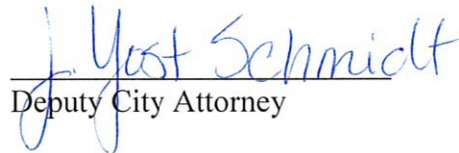
Adopted this _____ day of October, 2011.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



Deputy City Attorney

Historical City Council Reserve Contributions and Uses

	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011 Projected
Beginning Balance		\$1,110,290	\$2,237,666	\$3,774,408	\$5,432,527	\$4,060,764	\$3,631,360	\$3,467,420	\$2,684,040	\$3,457,422	\$3,994,901	\$4,730,850
Annual Contribution	1,110,290	2,644,670	3,063,460	3,187,530	2,997,946	1,481,844	1,641,902	1,791,620	1,985,780	1,980,570	2,092,220	1,045,770
Total Resources	\$1,110,290	\$3,754,960	\$5,301,126	\$6,961,938	\$8,430,473	\$5,542,608	\$5,273,262	\$5,259,040	\$4,669,820	\$5,437,992	\$6,087,121	\$5,776,620
Expenditures:												
Public Safety Bld. Payment		1,517,294	1,526,718	1,529,411	4,369,709							
Youth Sports Park						1,911,248	1,805,842					
Fairground Development								500,000				
Boys & Girls Club									850,000			
Land Purchases								2,075,000	230,380	218,250	179,935	191,750
Downtown Improvements									132,018	1,224,841	497,230	915,360
Milner Swartz House												42,700
LHS Pool											604,106	
Juniper Place Fee Waivers												59,790
Putlack Fee Waivers												14,860
Art Space Pre-Construction											75,000	475,000
IHN Fee Waiver												11,910
Total Expenditures	\$0	\$1,517,294	\$1,526,718	\$1,529,411	\$4,369,709	\$1,911,248	\$1,805,842	\$2,575,000	\$1,212,398	\$1,443,091	\$1,356,271	\$1,711,370
Ending Balance	\$1,110,290	\$2,237,666	\$3,774,408	\$5,432,527	\$4,060,764	\$3,631,360	\$3,467,420	\$2,684,040	\$3,457,422	\$3,994,901	\$4,730,850	\$4,065,250

City Council Reserve: 2.5% through 2015, 5% 2016 - 2021

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Council Reserve Beginning Balance	\$4,065,250	\$3,855,920	\$3,014,510	\$2,124,270	\$1,266,940	\$1,697,910	\$2,202,460	\$4,933,830	\$7,779,790	\$10,745,430
Annual Contribution	1,082,420	1,115,740	1,135,370	1,207,620	2,516,040	2,621,400	2,731,370	2,845,960	2,965,640	3,059,100
Downtown Infrastructure Improvements	(1,100,000)	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)	0	0	0	0
Intra-Fund Loan Repayment on Land Purchase	(191,750)	(957,150)	(1,025,610)	(1,064,950)	(1,085,070)	(1,116,850)	0	0	0	0
Council Reserve Ending Balance	<u>\$3,855,920</u>	<u>\$3,014,510</u>	<u>\$2,124,270</u>	<u>\$1,266,940</u>	<u>\$1,697,910</u>	<u>\$2,202,460</u>	<u>\$4,933,830</u>	<u>\$7,779,790</u>	<u>\$10,745,430</u>	<u>\$13,804,530</u>

City Council Reserve: 2.5% Contribution Throughout Planning Horizon

	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021
Council Reserve Beginning Balance	\$4,065,250	\$3,855,920	\$3,014,510	\$2,124,270	\$1,266,940	\$439,890	\$3,740	\$1,369,420	\$2,792,400	\$4,275,220
Annual Contribution	1,082,420	1,115,740	1,135,370	1,207,620	1,258,020	1,310,700	1,365,680	1,422,980	1,482,820	1,529,550
Downtown Infrastructure Improvements	(1,100,000)	(1,000,000)	(1,000,000)	(1,000,000)	(1,000,000)	(630,000)	0	0	0	0
Intra-Fund Loan Repayment on Land Purchase	(191,750)	(957,150)	(1,025,610)	(1,064,950)	(1,085,070)	(1,116,850)	0	0	0	0
Council Reserve Ending Balance	\$3,855,920	\$3,014,510	\$2,124,270	\$1,266,940	\$439,890	\$3,740	\$1,369,420	\$2,792,400	\$4,275,220	\$5,804,770



CITY OF LOVELAND
CITY MANAGER'S OFFICE

Civic Center • 500 East Third • Loveland, Colorado 80537
(970) 962-2303 • FAX (970) 962-2900 • TDD (970) 962-2620

Staff Report

MEETING DATE: 10/4/2011
TO: Mayor and City Council
FROM: Rod Wensing, Assistant City Manager
Alan Krcmarik, Executive Fiscal Advisor

TITLE:

An Ordinance suspending annual increases in Capital Expansion Fees pursuant to Loveland Municipal Code Section 16.38.110 for 2012

DESCRIPTION:

This is a legislative action to discuss the normal and customary annual inflationary increase for Capital Expansion Fees.

- If City Council would like the annual inflationary increase to occur the fees will increase by 7.79% and no action will be necessary.
- If City Council would like to suspend the inflationary increase pending the 2012 completion of the 5-year Capital Expansion Fee major update, then a public hearing must be conducted to consider an Ordinance, on first reading, to suspend said CEF increases for 2012.

BUDGET IMPACT:

Yes No

Projections within the Capital Improvements Plan are both a function of rate and activity. The provisions to suspend the Capital Expansion Fee inflationary increase with the attached Ordinance will not impact the capital improvements appropriated for 2012. This is due to the City's policy to only budget funds already collected in previous years.

SUMMARY:

On October 19, 2010 the City Council passed Ordinance #5540 suspending the annual inflationary increases on all Capital Expansion Fees per Municipal Code for 2011. On June 7, 2011 City Council repealed said Ordinance and the 2011 inflationary increase of 8.62% became effective July 1, 2011.

The City Council has two options:

- Take no action and, pursuant to the provisions of the Municipal Code Section 16.38.110 as reinstated on July 1, 2011 with Ordinance # 5593, the inflationary increases will continue as of January 1, 2012. The increase, effective January 1, 2012, would be 7.79% based on

the September, 2011 Construction Cost Index (CCI) published by the Engineering News Record.

- Elect to suspend the inflationary increase for 2012 and maintain Capital Expansion Fees at the current 2011 rate until the CEF major update review can be completed in 2012, by holding a Public Hearing to consider and adopt the attached Ordinance.

As the Council may recall, during the discussions to reinstitute the annual CEF increases back in late May there was also a request for staff to provide some additional information regarding the planned 2012 major update approach. Historically these efforts involved re-examining the calculations in the various CEF studies, develop new land use valuation and demand ratios, review cost recovery computations, compare total fee costs to other regional local governments, etc. During this primarily internal review, staff will be also examining the topics of how new growth can be part of the solution for our operations and maintenance gap, analyze how various Department Capital Plans are interacting with the CEF fees and are all planned capital improvements still relevant or do others need to be supplanted in their place and re-evaluate the elements of the Construction Cost Index with regard to its appropriateness as the measure of inflation are some examples. A more detailed scope will be provided to Council in early 2012 as staff is expecting a multi-month effort with several process reports to Council and the public.

LIST OF ATTACHMENTS:

- An Ordinance suspending annual increases in Capital Expansion Fees pursuant to Loveland Municipal Code Section 16.38.110 for 2012
- Exhibit A - Table of Capital Expansion Fees for 2011 and 2012 CEF's with automatic inflationary increase

FIRST READING October 4, 2011

SECOND READING _____

ORDINANCE NO. _____

AN ORDINANCE SUSPENDING ANNUAL INCREASES IN CAPITAL EXPANSION FEES PURSUANT TO LOVELAND MUNICIPAL CODE SECTION 16.38.110 FOR 2012

WHEREAS, pursuant to City Code Section 16.38.020, certain capital expansion fees (“CEF’s”) are imposed on development within the City to provide a source of funding for new and expanded capital facilities associated with growth; and

WHEREAS, CEF’s are adjusted annually effective January 1 of each year on the basis of the percentage change in specified indices pursuant to City Code Section 16.38.110;

WHEREAS, the CEF’s effective for 2011 (the “2011 CEF’s”) and CEF’s as adjusted pursuant to City Code Section 16.38.110 to be effective January 1, 2012 (the “2012 CEF’s”) are set forth on Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, City Council desires to suspend the annual adjustment of the 2011 CEF’s that would otherwise occur on January 1, 2012 pursuant to City Code Section 16.38.110, leaving the CEF’s in effect at the level of the 2011 CEF’s, without adjustment for 2012.

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

Section 1. That the Council finds that suspension of adjustment of CEF’s for 2012 will help to make development in Loveland more competitive with communities in the surrounding area during these economically challenging times and provide incentives for real property development within the City, thereby providing jobs in Loveland and increasing tax revenues.

Section 2. That notwithstanding the provisions of Section 16.38.110 of the Loveland Municipal Code to the contrary, the annual adjustment of CEF’s that would otherwise occur on January 1, 2012 pursuant to Section 16.38.110.A shall be suspended for calendar year 2012, leaving the 2011 CEF’s in effect, without adjustment, for 2012.

Section 3. That as provided in City Charter Section 4-9(a)(7), this Ordinance shall be published by title only by the City Clerk after adoption on second reading unless the Ordinance has been amended since first reading in which case the Ordinance shall be published in full or the amendments shall be published in full. This Ordinance shall be in full force and effect ten days after its final publication, as provided in City Charter Section 4-8(b).

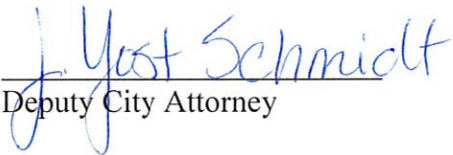
ADOPTED this _____ day of October, 2011.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



Deputy City Attorney

EXHIBIT A

Capital Expansion Fees

The Capital Expansion Fees were established by ordinance and incorporated in the City municipal Code in Section 16.38.020. Section 16.38.110 requires the fees to be adjusted annually based on the percentage change in the Construction Cost Index for the Denver area as set forth in the preceding year’s September issue of the Engineering News-Record published by McGraw Hill Companies. However, with respect to the street capital fee, the adjustment factor shall be equal to the most current preceding eight quarters’ average annual percentage change in the construction costs as determined by the Colorado Department of Transportation Construction Cost Index.

The Engineering News-Record index percentage change is 7.79%. The CDOT Construction Cost index percentage change is 0.43%. Below are the 2011 Fees, and the 2012 fees based on the index change.

	<u>2011</u>	<u>2012</u>
<u>Residential (amount charged per residential unit)</u>		
Fire & Rescue (“Fire”).....	\$736.00.....	\$793.00
Law Enforcement (“Police”).....	\$957.00.....	\$1,031.00
General Government.....	\$1,052.00.....	\$1,133.00
Library	\$681.00.....	\$734.00
Cultural Services / Museum (“Museum”).....	\$549.00.....	\$591.00
Parks	\$3,351.00.....	\$3,612.00
Recreation.....	\$1,679.00.....	\$1,810.00
Trails	\$532.00.....	\$573.00
Open Lands.....	\$824.00.....	\$911.00
<u>Commercial (amount charged per square foot)</u>		
Fire & Rescue (“Fire”).....	\$0.31.....	\$0.33
Law Enforcement (“Police”).....	\$0.40.....	\$0.43
General Government.....	\$0.44.....	\$0.47
<u>Industrial (amount charged per square foot)</u>		
Fire & Rescue (Fire)	\$0.03.....	\$0.04
Law Enforcement (“Police”).....	\$0.05.....	\$0.05
General Government.....	\$0.06.....	\$0.06

The Street Capital Expansion calculation includes an estimated number of trips generated by the type of use based on the ITE Trip Generation tables and based on the Average Daily Traffic. The current fee basis of \$226.71 per trip will be increased to \$227.68 since the CDOT index rose 0.43%.

The System Impact Fees (SIF) and Plant Investment Fees (PIF) are included within the Stormwater Utility Schedule of Rates, Charges and Fees and the Schedule of Rates, Charges and Fees for the Water & Power Department.

Responses to 9/13/11 Budget Study Session

September 22, 2011

How does the 2012 Fire Authority Budget compare to the Fire Department 2011 Budget?

The Fire Authority budget is recommended just below the 2011 Adopted Budget.

Department	2010 Actual	2011 Adopted	2011 Revised	2012 Recommended	% Chg 2012 to 2011 Adopted
Fire	\$7,788,379	\$7,837,730	\$8,031,660	\$7,766,160	(0.9%)
FTE's	66.0	66.0	66.0	66.0	0%

Why is the City Council budget reflecting a 16.1% increase when there was supposed to be a \$30,000 decrease based on City Council feedback during the financial sustainability process?

\$20,500 for City Council meeting meals was transferred from Non-departmental in an effort to align expenditures with cost units. This represents a \$10,000 reduction for the Financial Sustainability Strategies. Staff did not get the remaining \$20,000 reduction to travel entered into the system, which has been completed.

2012 Core Budget	\$125,700
Meals Transfer from Non-dept.	30,500
Financial Sustainability Reduction	(10,000)
2012 Recommended Budget 9/13/11	\$146,200
Financial Sustainability Reduction	(20,000)
2012 Recommended Budget for 10/4/11	\$126,200
2011 Adopted Budget	125,800
Net Increase in the Budget	\$400 or 0.3%

Is the Rialto Bridge Project expected to reduce the General Fund subsidy for the Rialto Theater?

The Rialto Bridget project is budgeted in 2012 to generate revenue equal to the additional operations costs, resulting in no change to the Rialto Theater General Fund subsidy. The Financial Sustainability Strategy for reducing the General Fund subsidy was multiple year strategy. City Council on June 7, 2011 approved a Rialto Theater cost recovery target at 60% in five years and 70% in eight years.

Responses to 9/13/11 Budget Study Session

September 22, 2011

How effective are energy efficiency programs like Partnering with Power in reducing peak electric consumption?

In previous years Partnering with Power's (PWP) primary focus has been on the residential market. In 2012 Water and Power (W&P) would like to include the commercial market as well. Due to the large size of commercial AC's there is greater demand savings potential in a commercial PWP initiative. A commercial AC unit can have the savings of 2-3 times that of a residential AC. Because there is a greater demand savings with a commercial PWP initiative we can expect a quicker return on the capital costs per new customer and thus a quicker ROI on the PWP commercial program in comparison to the residential PWP program.

In the past few years PWP's costs have been approximately \$12,000-25,000 annually to maintain the program. In 2012 costs are estimated to be approximately \$300,000 for the commercial launch of the program. The costs involved with the launch of the commercial initiative are the installation costs and the costs of purchasing additional material. With the residential PWP program W&P was able to utilize the W&P's Power Line Crews to assist with installing the digital cycling units (DCU's). Due to the complex nature of commercial AC units, W&P will need the assistance of HVAC contractors for the installation of DCU's.

Currently, with the PWP program, W&P has over 2MW of load control. The ability to remove 2MW of energy during a peak period has the potential to save the utility over \$125,000 annually, increases system reliability, and helps to delay the need for additional capital projects on the generation, transmission and distribution systems.

Is the Fire Station 2 land in the northwestern part of the community purchased?

No, the land purchase has not been made. Preliminary consideration has been given to making a purchase in the area of Wilson and 29th to best facilitate a five minute response time in the northwest sector of service area.

Is the property purchase for a second Recreation Center in the northwest part of town still in the capital improvements plan?

No, a second recreation center is not considered possible within this ten year planning horizon (2012-2021). The severe drop in residential construction over the last three years has resulted in low collections for recreation capital expansion fees. Accumulation of several years of collections will be required before enough money to purchase land will be possible.

Responses to 9/13/11 Budget Study Session

September 22, 2011

What will be proposed for capital expansion fee increases in 2012? If increases are expected can City Council vote on them separately from other fees and charges?

The answers are:

- Yes. A separate action will be prepared for the Council to act upon in considering CEFs during Budget adoption.
- The indexed increase for 2012 CEF increases is 7.79%, based upon the Construction Cost Index from the Engineering News Record, which is generally recognized as authoritative in this field.

What is the status of the TABOR revenue retention campaign?

The Citizen Finance Advisory Commission subcommittee (now Jennifer Travis and Jim Atkins) will be the central point of contact for factual information related to the TABOR Revenue Retention Ballot Measure. Ralph Trenary and Jennifer Travis met with the Loveland Chamber of Commerce Legislative Affairs Committee to discuss the issue. The Chamber Board will meet the 4th Wednesday of this month. One of the agenda items will be consideration of the ballot measure endorsement. Other community leaders have been identified as candidates to lead an informational campaign in the form of guest editorials, letters to the editor, interviews for newspaper articles, and social media postings. Jennifer has been contacted by the League of Women Voters to assist with voter's guide that they publish for each election. The subcommittee has met with the City Attorney so that they are aware of the provisions of the Fair Campaign Practices Act.

What events would prompt the City to use the required reserves?

Several different kinds of events could occur that might cause the City to need to appropriate from the minimum required reserves proposed in the fund balance policy. (i.e., natural disasters, significant adverse economic conditions, fire to a major retail shopping center). The proposed fund balance policy indicates that if the minimum fund balance is used that it should be used for one time expenditures, as opposed to expenditures that would recur annually, and that a plan should be submitted that would restore the minimum balance within five years.


CITY OF LOVELAND

BUDGET OFFICE

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

AGENDA ITEM: 14
MEETING DATE: 10/4/2011
TO: City Council
FROM: Renee Wheeler, Finance Department
PRESENTER: John Hartman, Budget Officer

TITLE:

An Ordinance adopting the 2012 Budget for the Loveland Special Improvement District #1.

DESCRIPTION:

This is an administrative action. The City serves as the sponsoring agency for the Special Improvement District (SID) and the City Council acts as the governing body for the District. The SID #1 was established to allow for the collection of assessments from property owners in the District to back bonded debt used to construct infrastructure improvements in the district. The City does not have any legal obligation towards this debt. By State law, all special districts with a connection to the City must have a budget approved by the City Council. The City of Loveland serves as staff for the District.

BUDGET IMPACT:

Yes No

This action adopts the budget and appropriates funds for the 2012 expenditures of the District.

SUMMARY:

The appropriation is for debt service on bonds issued by the district; supported by the special assessments to the property owners within the district.

The City does not have any legal obligation for payment of this debt.

LIST OF ATTACHMENTS:

An Ordinance Adopting the 2012 Budget for the Loveland Special Improvement District #1

RECOMMENDED CITY COUNCIL ACTION:

Approval of the ordinance on First Reading

REVIEWED BY CITY MANAGER:

FIRST READING October 4, 2011

SECOND READING _____

ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE 2012 BUDGET FOR THE LOVELAND SPECIAL IMPROVEMENT DISTRICT #1.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOVELAND, COLORADO, acting as the governing body of the Loveland Special Improvement District #1:

Section 1. That out of monies and revenues to be derived from all sources, as set forth in the 2012 budget, to be received into the Loveland Special Improvement District #1 during the year 2012, with revenues and cash on hand as of January 1, 2012, make a total of estimated revenue and cash in the sum of \$1,542,340 there is hereby appropriated \$776,190 to the Loveland Special Improvement District #1.

Section 2. That the budget for the Loveland Special Improvement District #1 for the year 2012, which has been filed with the City Clerk’s Office, setting forth expenditures of \$776,190 and providing revenues from assessments, which together with all other sources of revenue available to it are adequate to meet the proposed expenditures, be and is hereby approved.

Section 3. That as provided in City Charter Section 4-9(a)(7), this Ordinance shall be published by title only by the City Clerk after adoption on second reading unless the Ordinance has been amended since first reading in which case the Ordinance shall be published in full or the amendments shall be published in full. This Ordinance shall be in full force and effect upon final adoption, as provided in City Charter Section 11-5(d).

ADOPTED this _____ day of October, 2011.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk
APPROVED AS TO FORM:

J. Yost Schmidt

Deputy City Attorney



CITY OF LOVELAND
BUDGET OFFICE

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

AGENDA ITEM: 15
MEETING DATE: 10/4/2011
TO: City Council
FROM: Renee Wheeler, Finance Department
PRESENTER: John Hartman, Budget Officer

TITLE:

An Ordinance of the Board of Commissioners of the Loveland Urban Renewal Authority Adopting the 2012 Budget for the Loveland Urban Renewal Authority

DESCRIPTION:

This is an administrative action. City Council serves as the Board of Commissioners for the Loveland Urban Renewal Authority. By State budget law, the Board must approve an annual budget for the Authority. The City of Loveland serves as staff for the District. The Authority is funded by tax increment revenues from property and sales taxes.

BUDGET IMPACT:

Yes No

This action adopts the budget and appropriates funds for the 2012 expenditures of the Authority.

SUMMARY:

Currently there are three project areas within the Authority, the Downtown Project Area, the Finley Block Project Area, and the U.S. 34 Crossroads Project Area. Within the Downtown Project Area, \$30,060 is appropriated for developer reimbursements based on existing agreements. Within the Finley Block Project area \$163,470 is appropriated for the payment to the development for infrastructure. Within the U.S. 34/Crossroads Project area, \$50,000 is appropriated for City administrative costs, \$948,840 is appropriated to be paid to the school fund, and \$9,696,930 is appropriated for the transfer of revenue collected within the U.S. 34 Crossroads Project Area to the Centerra Metropolitan District #1 to meet contractual obligations between the Authority and the District under the Master Financing Agreement.

LIST OF ATTACHMENTS:

An Ordinance of the Board of Commissioners of the Loveland Urban Renewal Authority
Adopting the 2012 Budget for the Authority

RECOMMENDED CITY COUNCIL ACTION:

Approve the Ordinance on First Reading.

REVIEWED BY CITY MANAGER:

FIRST READING October 4, 2011

SECOND READING _____

ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE 2012 BUDGET FOR THE LOVELAND URBAN RENEWAL AUTHORITY.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOVELAND, COLORADO, acting as the Board of Commissioners of the Loveland Urban Renewal Authority:

Section 1. That out of monies and revenues to be derived from all sources, as set forth in the 2012 budget, to be received into the Loveland Urban Renewal Authority Fund 37 during the year 2012, with anticipated revenues and estimated fund balance as of January 1, 2012, make a total of estimated revenue and cash in the sum of \$13,188,540, there is hereby appropriated \$10,889,300 to the Loveland Urban Renewal Authority Fund 37.

Section 2. That the budget for the Loveland Urban Renewal Authority for the year 2012, which has been filed with the City Clerk’s Office, setting forth expenditures of \$10,889,300 and providing revenues from taxes, which together with all other sources of revenue available to it are adequate to meet the proposed expenditures, be and is hereby approved.

Section 3. That as provided in City Charter Section 4-9(a)(7), this Ordinance shall be published by title only by the City Clerk after adoption on second reading unless the Ordinance has been amended since first reading in which case the Ordinance shall be published in full or the amendments shall be published in full. This Ordinance shall be in full force and effect upon final adoption, as provided in City Charter Section 11-5(d).

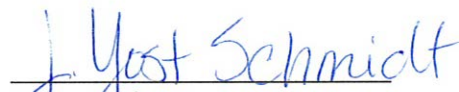
ADOPTED this _____ day of October, 2011.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



Deputy City Attorney



AGENDA ITEM: 16
MEETING DATE: 10/4/2011
TO: City Council
FROM: Renee Wheeler, Finance Department
PRESENTER: John Hartman, Budget Officer

TITLE:

1. An Ordinance Adopting the 2012 Budget for the Loveland General Improvement District #1 on First Reading; and
2. An Ordinance Setting the 2011 Mill Levy for the Loveland General Improvement District #1 on First Reading.

DESCRIPTION:

The ordinance adopting the budget is an administrative action. The ordinance setting the mill levy is a legislative action. City Council serves as the ex-officio Board of Directors for the District. The Board must approve a budget and set the mill levy for the District. The City of Loveland serves as staff for the District.

BUDGET IMPACT:

Yes No

These items establish a budget and appropriate funds for District expenses in 2012, and set the mill levy rate for the property tax collections.

SUMMARY:

The 2012 appropriation for the District is \$24,500. The funding is for parking lot repair and maintenance and landscaping maintenance within the District. The mill levy will be the same as in 2010.

The 2011 mill levy applied to the 2011 Assessed Valuation determines the 2011 Property taxes. These taxes are due and payable in 2012 and the revenue funds the 2012 budget.

LIST OF ATTACHMENTS:

- A. An Ordinance Adopting the 2012 Budget for the Loveland General Improvement District #1
 - B. An Ordinance setting the 2011 mill levy for the Loveland General Improvement District #1
-

RECOMMENDED CITY COUNCIL ACTION:

Approval of the Ordinances on First Reading

REVIEWED BY CITY MANAGER:

FIRST READING October 4, 2011

SECOND READING _____

ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE 2012 BUDGET FOR THE LOVELAND GENERAL IMPROVEMENT DISTRICT #1.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOVELAND, COLORADO, acting as the ex officio Board of Directors of the Loveland General Improvement District #1:

Section 1. That out of monies and revenues to be derived from all sources, as set forth in the 2012 budget, to be received into the Loveland General Improvement District #1 Fund during the year 2012, with revenues and cash on hand as of January 1, 2012, make a total of estimated revenue and cash in the sum of \$107,630, there is hereby appropriated \$24,500 to the Loveland General Improvement District #1 Fund.

Section 2. That the budget for the Loveland General Improvement District #1 for the year 2012, which has been filed with the City Clerk's Office, setting forth expenditures of \$24,500 and providing revenues from taxes, which together with all other sources of revenue available to it are adequate to meet the proposed expenditures, be and is hereby approved.

Section 3. That as provided in City Charter Section 4-9(a)(7), this Ordinance shall be published by title only by the City Clerk after adoption on second reading unless the Ordinance has been amended since first reading in which case the Ordinance shall be published in full or the amendments shall be published in full. This Ordinance shall be in full force and effect upon final adoption, as provided in City Charter Section 11-5(d).

ADOPTED this _____ day of October, 2011.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk
APPROVED AS TO FORM:

J. Yost Schmidt

Deputy City Attorney

FIRST READING October 4, 2011

SECOND READING _____

ORDINANCE NO. _____

AN ORDINANCE SETTING THE 2011 MILL LEVY FOR THE LOVELAND GENERAL IMPROVEMENT DISTRICT #1

WHEREAS, the City Council, acting as the ex-officio Board of Directors of the Loveland General Improvement District #1, desires to maintain the 2011 mill levy rate at the same level as 2010; and

WHEREAS, the 2011 mill levy rate impacts 2011 taxes, due and payable in 2012.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOVELAND, COLORADO, acting as the ex officio Board of Directors of the Loveland General Improvement District #1:

Section 1. That the mill levy rate of 2.684 mills is hereby adopted as the rate of levy upon every dollar of the valuation for assessment of taxable property within the Loveland General Improvement District #1, for the year 2011.

Section 2. That the City Clerk of the City of Loveland be and is hereby authorized and directed to send a certified copy of this ordinance to the Board of County Commissioners of Larimer County, Colorado.

Section 3. That as provided in City Charter Section 4-9(a)(7), this Ordinance shall be published by title only by the City Clerk after adoption on second reading unless the Ordinance has been amended since first reading in which case the Ordinance shall be published in full or the amendments shall be published in full. This Ordinance shall be in full force and effect upon final adoption, as provided in City Charter Section 11-5(d).

ADOPTED this _____ day of October, 2011.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

J. Yost Schmidt
Deputy City Attorney



CITY OF LOVELAND
BUDGET OFFICE

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

AGENDA ITEM: 17
MEETING DATE: 10/4/2011
TO: City Council
FROM: Renee Wheeler, Finance Department
PRESENTER: John Hartman, Budget Officer

TITLE:

1. A Resolution adopting the 2012 Schedule of Rates, Charges and Fees for the Fort Collins-Loveland Municipal Airport and superseding all prior Resolutions establishing such rates, charges and fees, effective January 1, 2012; and
2. An Ordinance Adopting the 2012 Budget for the Fort Collins-Loveland Municipal Airport on First Reading

DESCRIPTION:

This is an administrative action. The City of Loveland provides staff support to the Airport through the Intergovernmental agreement with the City of Ft. Collins. As a part of this function the City Council approves the Airport budget, which includes the City's share of the Airport Budget.

BUDGET IMPACT:

Yes No

These items set a schedule of fees, establish a budget and appropriate funds for Airport expenses in 2012.

SUMMARY:

The 2012 appropriation for the Ft. Collins-Loveland Municipal Airport is \$1,996,550. The funding is for the operations and capital improvement program at the Airport. Operations expenses of \$779,550 include funding for the Airport staff and day to day operating costs, is funded through Airport Revenues. The capital program with appropriations of \$1,217,000 to continue runway improvements is funded by a Federal Aviation Administration entitlement grant, a grant from the State of Colorado, and contributions from the two cities.

The resolution establishes a fee schedule for 2012 for rates, charges and fees that will be charged at the Airport in 2012. There are no proposed fee changes in 2012.

LIST OF ATTACHMENTS:

- A. A Resolution adopting the 2012 Schedule of Rates, Charges and Fees for the Fort Collins-Loveland Municipal Airport and superseding all prior Resolutions establishing such rates, charges and fees, effective January 1, 2012
 - B. An Ordinance adopting the 2012 budget for the Fort Collins-Loveland Municipal Airport
-

RECOMMENDED CITY COUNCIL ACTION:

Approval of the Resolution, and of the Ordinance on First Reading.

REVIEWED BY CITY MANAGER:

RESOLUTION #R-65-2011

A RESOLUTION ADOPTING THE 2012 SCHEDULE OF RATES, CHARGES AND FEES FOR THE FORT COLLINS-LOVELAND MUNICIPAL AIRPORT AND SUPERSEDING ALL PRIOR RESOLUTIONS ESTABLISHING SUCH RATES, CHARGES AND FEES, EFFECTIVE JANUARY 1, 2012.

WHEREAS, the Intergovernmental Agreement (IGA) between the Cities of Loveland and Fort Collins related to ownership and operation of the Fort Collins-Loveland Municipal Airport (the "Airport") provides that the City of Loveland serves as the staff support for administrative services and the City has historically set the Airport rates, charges and fees; and

WHEREAS, the City Council last set rates, charges and fees for the Airport pursuant to Resolution #R-54-2010, for calendar year 2011;

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

Section 1. The 2012 Schedule of Rates, Charges and Fees for the Fort Collins-Loveland Municipal Airport is hereby adopted for services provided by the Airport on or after January 1, 2012.

Section 2. That this Resolution shall supersede in all respects all previous resolutions of the City Council setting the rates, charges and fees now being set, including those set in Resolution #R-54-2010, except with respect to any fee there under remaining due and owing on or after January 1, 2012.

Section 3. That notwithstanding the foregoing, the rates, charges and fees as set forth in Resolution #R-54-2010 shall continue in full force and effect from the date of this Resolution until they are superseded on January 1, 2012 as provided herein.

Section 4. This Resolution shall take effect as of the date of its adoption.

ADOPTED this 4th day of October, 2011.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

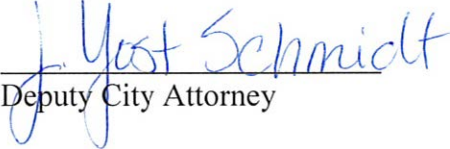

Deputy City Attorney

Exhibit A

City of Loveland, Colorado

**Schedule of Rates, Charges and Fees for the
Fort Collins-Loveland Municipal Airport**

Effective January 1, 2012

FORT COLLINS-LOVELAND MUNICIPAL AIRPORT

Airport Fees:

Passenger Facility Charges, per passenger	\$4.50
Fuel Flowage Fee, Off-Airport, whichever is greater:	
Percentage of actual cost, before taxes	10%
OR	
Per gallon	\$.08
Fuel Flowage Fee, On-Airport, whichever is greater:	
Percentage of actual cost, less taxes6%
OR	
Per gallon	\$.05
Land Lease, to be increased annually by CPI:	
Improved, per square foot	\$0.35
Unimproved, per square foot	\$0.244
T-Hangar Lease:	
“A”, per month	\$186.00
“B”, per month	\$216.00
“C”, per month	\$230.00
Hangar Waiting List Application Fee, per application	\$25.00
Terminal Lease, per square foot	\$15.00
Modular Building Use Fee, per use	\$50.00
Terminal Building Overnight Auto Parking, per night	\$5.00

Airline Charges:

Landing Fees, per 1,000 pounds of certified gross landing weight	\$0.58
<i>Applies to scheduled and unscheduled Air Carriers; and to Charter aircraft in excess of 90,000 pounds.</i>	
Terminal Building Use, per flight	\$50.00
<i>Applies to scheduled and unscheduled Air Carriers or Charter flights.</i>	
ARFF (Aircraft Rescue and Fire Fighting) Standby Fees:	
Index B, per flight	\$50.00
Index C, per flight	\$150.00
<i>Applies to scheduled and unscheduled Air Carriers.</i>	

FIRST READING October 4, 2011

SECOND READING _____

ORDINANCE NO. _____

AN ORDINANCE ADOPTING THE 2012 BUDGET FOR THE FORT COLLINS-LOVELAND MUNICIPAL AIRPORT.

WHEREAS, the Intergovernmental Agreement (IGA) between the Cities of Loveland and Fort Collins related to ownership and operation of the Fort Collins-Loveland Municipal Airport (the “Airport”) provides that the City of Loveland serves as the staff support for administrative services. Under the IGA, both cities budget for their share of the Airport Annual Operating Budget and Capital Budget (collectively, the “Airport Budget”), and the Steering Committee approves the Airport Budget as whole, and the City of Loveland includes the Airport Budget in its City Budget Document for reference purposes; and

WHEREAS, the City of Loveland 2012 Budget appropriated Loveland’s contribution to the 2012 Airport Budget of \$85,000 and included the 2012 Airport Budget in the City’s 2012 Budget Book for reference purposes; and

WHEREAS, for transparency to the Council and the public and for governance, management, and audit of the Airport Budget, and to provide a mechanism to track and approve changes to the Airport Budget, it is appropriate for the City of Loveland, as a part of its administrative duties under the IGA, to approve the 2012 Airport Budget as whole and any subsequent changes.

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

Section 1. That out of monies and revenues to be derived from all sources, as set forth in the 2012 Airport Budget, to be received into the Fort Collins-Loveland Municipal Airport during the year 2012, with revenues and estimated fund balance as of January 1, 2012, make a total of estimated revenue and cash in the sum of \$3,414,750; there is hereby appropriated \$1,996,550 to the Fort Collins-Loveland Municipal Airport Fund.

Section 2. That the 2012 Airport Budget, as set forth on Exhibit A attached hereto and incorporated herein by this reference and which has been filed with the City Clerk’s Office, setting forth expenditures of \$1,996,550 which together with all other sources of revenue available to it are adequate to meet the proposed expenditures, be and is hereby approved.

Section 3. That as provided in City Charter Section 4-9(a)(7), this Ordinance shall be published by title only by the City Clerk after adoption on second reading unless the Ordinance has been amended since first reading in which case the Ordinance shall be published in full or

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

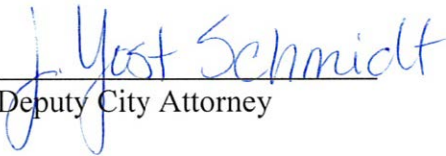
ADOPTED this _____ day of October, 2011.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



Deputy City Attorney



CITY OF LOVELAND
FINANCE DEPARTMENT

Civic Center • 500 East Third • Loveland, Colorado 80537
(970) 962-2695 • FAX (970) 962-2900 • TDD (970) 962-2620

AGENDA ITEM: 18
MEETING DATE: 10/4/2011
TO: City Council
FROM: Renee Wheeler, Assistant City Manager/Finance Director
PRESENTER: Bonnie Steele

TITLE:
August 2011 Financial Report

DESCRIPTION:

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 eight months ending August 31, 2011.

BUDGET IMPACT:

Yes No

SUMMARY:

The Snapshot Report is submitted for Council review and includes the reporting of the City's preliminary revenue and expenditures including detailed reports on tax revenue, health claims and cash reserves for the eight months ending August 31, 2011. Citywide Revenue (excluding internal transfers) of \$134,656,250 is 101.2% of year to date (YTD) budget or \$1,551,762 over the budget. Sales Tax collections year to date are 104.5% of the YTD budget or \$919,524 over budget. Building Material Use Tax is 58.4% of YTD budget, or \$490,038 under budget. The year to date Sales and Use Tax collections were 102.3% of YTD budget or \$518,109 over YTD budget. When the combined sales and use tax for the current year are compared to 2010 the same period last year, they are higher by 4.5% or \$1,016,470.

City wide total expenditures of \$131,074,666 (excluding internal transfers) are 85.3% of the YTD budget or \$22,535,258 under the budget, primarily due to the construction timing of capital projects (60.9% YTD budget).

The City's health claims paid year-to-date is \$4,483,061 or 94.2% of budget. Compared to 2010 for the same period, claims paid in 2011 increased \$340,667 or 8.22%. The City's cash and reserve balance year-to-date was \$192,997,853.

LIST OF ATTACHMENTS:

Snapshot report for August 2011

RECOMMENDED CITY COUNCIL ACTION:

No action is required

REVIEWED BY CITY MANAGER:

SnapShot

Monthly Financial Report

August 2011

Inside This Edition

Citywide Revenues & Expenditures	2
General Fund Revenues & Expenditures	4
Tax Totals & Comparison	6
Sales Tax SIC & Geo Codes	8
Health Care Claims	9
Activity Measures	10
Cash & Reserves	11
Capital Projects	12

Financial Sustainability Strategies Can Be Found At:

- CITYOFLOVELAND.ORG
- ↳ Departments
 - ↳ Finance
 - ↳ Administration
 - ↳ Financial Reports
 - ↳ Financial Sustainability Strategies



A Snapshot In Time

- Citywide Revenue, excluding transfers between funds, \$134.7 million (101.2% of Year-To-Date Budget, 1.2% above projected)
- Sales & Use Tax Collection, \$23.5 million (102.3% of Year-To-Date Budget, 2.3% above projected)
- Citywide Expenditures, excluding transfers between funds, \$131.1 million (85.3% of Year-To-Date Budget, 14.7% below projected)
- Citywide Year-To-Date Revenues exceed Year-To-Date Expenditures by \$3.6 million.
- General Fund Revenue, excluding transfers between funds, \$45.6 million (104.7% of Year-To-Date Budget, 4.7% above projected).
- General Fund Expenditures, excluding transfers between funds, \$39.2 million, (93.4% of Year-To-Date Budget, 6.6% below projected)
- General Fund Revenues exceed Expenditures by \$6.0 million.
- Health Claims, \$4.5 million (94.2% of Year-To-Date Budget, 5.8% below projected)
- Cash & Reserves Year-To-Date Balance, \$193.0 million, \$137.1 million or 71.0% of these funds are restricted or reserved primarily for future capital projects.



The Sales Tax Basics

	August 2011	Sales Tax	Motor Vehicle Use Tax	Building Materials Use Tax	Combined
Budget 2011	\$	20,493,870	\$ 1,276,400	\$ 1,177,410	\$ 22,947,680
Actual 2011	\$	21,413,394	\$ 1,365,023	\$ 687,372	\$ 23,465,789
% of Budget		104.5%	106.9%	58.4%	102.3%
Actual 2010	\$	20,225,023	\$ 1,274,525	\$ 949,771	\$ 22,449,319
Change from prior year		5.9%	7.1%	-27.6%	4.5%

Financial Sustainability

The City of Loveland uses a 10-year financial planning horizon. Last year the financial plan indicated that General Fund revenues would exceed General Fund expenditures annually by an average of \$3.5 million 2012-2020. Therefore the City engaged in a process to achieve financial sustainability over that time by engaging the public and identifying a strategy for balancing future budgets. Recommendations were developed pursuant to the principles adopted by City Council, and reflecting the policy views and priorities expressed by the City Council and the public. The resulting strategy includes both expenditure reductions and revenue increases, as the Council and the public indicated was desirable. The cumulative impact from recommended actions will mount over the next decade to \$33.5 million (\$22.6 million in cost reductions, \$6.6 million in revenue). The recommended actions consist of 81% cost reductions and 19% in revenues benefiting the General Fund for 2012. The strategy is also phased in over a number of years. Savings from early actions allow phased-in reductions in cost over the time period. City Council formally approved the strategy June 7, 2011.

Citywide Revenues & Expenditures

Monthly Financial Report

Combined Statement of Revenues and Expenditures August 2011

REVENUE	Current Month	YTD Actual	YTD Revised Budget **	% of Budget
General Governmental				
1 General Fund	\$ 4,943,388	\$ 45,604,500	\$ 43,542,165	104.7%
2 Special Revenue	172,229	679,307	768,473	88.4%
3 Other Entities	198,002	13,004,526	15,345,652	84.7%
4 Internal Service	1,342,579	10,876,849	10,887,458	99.9%
5 <i>Subtotal General Gov't Operations</i>	\$ 6,656,199	\$ 70,165,183	\$ 70,543,748	99.5%
6 Capital Projects	1,191,420	8,460,567	8,468,054	99.9%
Enterprise Fund				
7 Water & Power	7,410,855	46,237,801	44,497,130	103.9%
8 Stormwater	355,602	2,819,230	2,866,664	98.3%
9 Golf	471,612	2,737,083	2,791,540	98.0%
10 Solid Waste	541,307	4,236,386	3,937,352	107.6%
11 <i>Subtotal Enterprise</i>	\$ 8,779,376	\$ 56,030,500	\$ 54,092,686	103.6%
12 Total Revenue	\$ 16,626,995	\$ 134,656,250	\$ 133,104,488	101.2%
<i>Prior Year External Revenue</i>		127,380,818		
<i>Increase (-Decrease) From Prior Year</i>		5.7%		
13 Internal Transfers	90,199	10,692,745	14,096,633	75.9%
14 Grand Total Revenues	\$ 16,717,194	\$ 145,348,995	\$ 147,201,121	98.7%

EXPENDITURES

General Governmental				
15 General Fund	\$ 4,788,529	\$ 38,744,101	\$ 40,546,490	95.6%
16 Special Revenue	22,741	407,214	680,712	59.8%
17 Other Entities	176,168	11,994,425	12,838,739	93.4%
18 Internal Services	816,988	9,227,184	11,318,824	81.5%
19 <i>Subtotal General Gov't Operations</i>	\$ 5,804,427	\$ 60,372,925	\$ 65,384,765	92.3%
20 Capital	4,090,055	28,564,241	46,896,469	60.9%
Enterprise Fund				
21 Water & Power	5,335,062	36,428,264	35,176,558	103.6%
22 Stormwater	144,316	1,349,893	1,366,778	98.8%
23 Golf	279,930	1,728,991	1,844,140	93.8%
24 Solid Waste	442,316	2,630,351	2,941,214	89.4%
25 <i>Subtotal Enterprise</i>	\$ 6,201,625	\$ 42,137,500	\$ 41,328,690	102.0%
26 Total Expenditures	\$ 16,096,106	\$ 131,074,666	\$ 153,609,924	85.3%
<i>Prior Year External Expenditures</i>		115,330,476		
<i>Increase (-Decrease) From Prior Year</i>		13.7%		
27 Internal Transfers	90,199	10,692,745	14,096,633	75.9%
28 Grand Total Expenditures	\$ 16,186,305	\$ 141,767,411	\$ 167,706,557	84.5%

** Based on seasonality of receipts and expenditures since 1995.

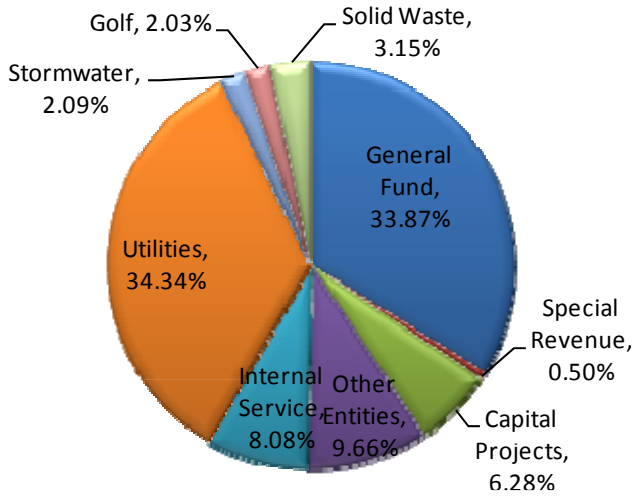
Special Revenue Funds: Community Development Block Grant, Cemetery, Local Improvement District, Lodging Tax, Affordable Housing, Seizure & Forfeitures.

Other Entities Fund: Special Improvement District #1, Airport, General Improvement District #1, Loveland Urban Renewal Authority, Loveland/Larimer Building Authority.

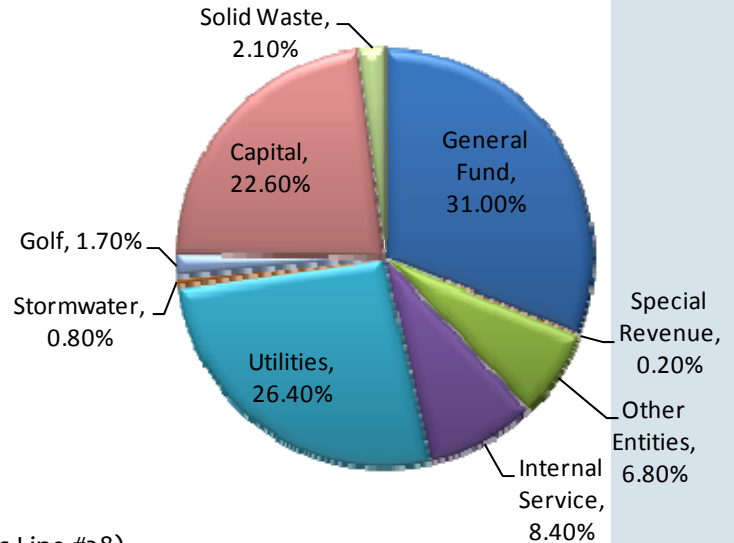
General Government Capital Projects Fund: Capital Expansion Fee Funds, Park Improvement, Conservation Trust, Open Space, Art In Public Places.

Internal Service Funds: Risk/Insurance, Fleet, Employee Benefits.

YTD Operating Revenues of \$134.66 Million



YTD Operating Expenditures of \$131.07 Million



Revenues exceed expenditures YTD by \$3,581,584. (Line #14 less Line #28)

Special Revenues (Line #2) are under budget due to less grants from Community Development Block program.

Other Entities (Line #3) are under budget due to slower grant spending at the airport, and taxes coming slower than anticipated to the Loveland Urban Renewal Authority.

Solid Waste (Line #10) is over budget due to proceeds on sale of assets and higher than anticipated sales of recyclable materials.

Internal transfers (Lines #13 & #27) is under budget due to slower than anticipated progress on several projects in the capital projects fund. Transfers are made based on actual expenditures.

Special Revenue (line 16) is under budget due to timing of Grants from lodging tax revenue and CDBG.

Other Entities (Line #17) are under budget due to property taxes coming in slower than anticipated to the Loveland Urban Renewal Authority. Payments are made that match the revenue coming in.

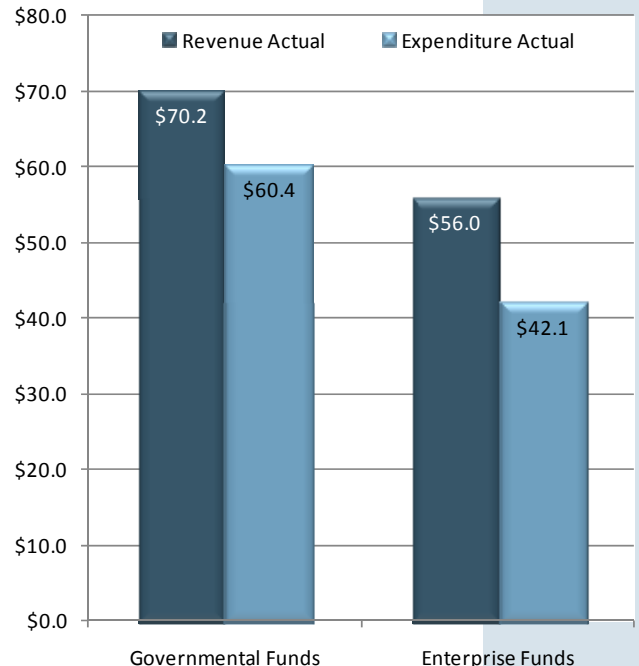
Internal services (Line #18) is under budget due to timing of recording health claims, and payments for workers compensation.

Capital expenditures (Line #20) is under budget due to low activity on several projects throughout the City.

Golf (Line #23) is under budget due to less spending in their personal services, supplies and purchased services budgets.

Solid Waste (Line #24) is under budget due to less spending on carts and bins, yard waste and solid waste disposal charges, and personal services.

YTD Operating Revenue & Expenditures By Comparison, Excluding Transfers



General Fund Revenues & Expenditures

Monthly Financial Report

General Fund Revenue & Expenditures August 2011

	REVENUE	August 2011	YTD Actual	YTD Revised Budget	% of Budget
1	Taxes				
2	Property Tax	89,119	7,489,058	7,334,940	102.1%
3	Sales Tax	2,667,674	21,413,393	20,493,870	104.5%
4	Building Use Tax	105,871	687,372	1,177,410	58.4%
5	Auto Use Tax	188,141	1,365,024	1,276,400	106.9%
6	Other Taxes	129,584	1,853,765	1,786,786	103.7%
7	Intergovernmental	659,009	4,711,994	4,446,607	106.0%
8	License & Permits				
9	Building Permits	129,808	790,708	520,720	151.8%
10	Other Permits	63,655	349,888	198,748	176.0%
11	Charges For Services	366,289	2,617,161	2,334,928	112.1%
12	Fines & Forfeitures	79,566	629,988	641,552	98.2%
13	Interest Income	102,440	394,401	298,520	132.1%
14	Miscellaneous	362,233	3,301,749	3,031,684	108.9%
15	<i>Subtotal</i>	<i>\$ 4,943,388</i>	<i>\$ 45,604,500</i>	<i>\$ 43,542,165</i>	<i>104.7%</i>
16	Internal Transfers	169,139	1,427,208	1,445,740	98.7%
17	Total Revenue	\$ 5,112,527	\$ 47,031,708	\$ 44,987,905	104.5%
	EXPENDITURES				
	Operating				
18	Legislative	\$ 9,886	\$ 65,520	\$ 86,205	76.0%
19	Executive & Legal	123,341	1,125,938	1,118,678	100.6%
20	Comm. & Bus. Relations	30,663	232,798	276,050	84.3%
21	Cultural Services	76,411	780,508	807,539	96.7%
22	Development Services	206,473	2,053,091	2,332,504	88.0%
23	Finance	150,434	1,288,054	1,493,349	86.3%
24	Fire & Rescue	609,280	5,192,455	5,270,294	98.5%
25	Human Resources	58,438	481,804	679,421	70.9%
26	Information Technology	190,514	2,154,906	2,414,431	89.3%
27	Library	174,616	1,498,674	1,623,850	92.3%
28	Parks & Recreation	612,344	5,036,628	5,702,785	88.3%
29	Police	1,221,469	10,935,336	11,059,753	98.9%
30	Public Works	930,727	7,384,216	7,602,964	97.1%
31	Non-Departmental	137,820	960,971	1,476,829	65.1%
32	<i>Subtotal Operating</i>	<i>\$ 4,532,414</i>	<i>\$ 39,190,899</i>	<i>\$ 41,944,652</i>	<i>93.4%</i>
33	Internal Transfers	(90,923)	1,808,660	3,036,527	59.6%
34	Total Expenditures	\$ 4,441,491	\$ 40,999,559	\$ 44,981,179	91.1%

Building Use Tax (Line #4) is under budget due to low building activity.

Auto Use Tax (Line #5) is over budget due to higher than expected sales.

Intergovernmental (Line #7) is over budget due to state highway signal maintenance revenue, higher road and bridge tax and highway users tax revenue.

Building Permits (Line #9) is over budget due to fees paid for an office building on Rocky Mountain Avenue.

Other Permits (Line #10) is over budget primarily due to school fees in lieu of land, police and fire special events permits and inspection fees, and street cut permits.

Charges for Services (Line #11) is over budget primarily due to recreation and adult athletics revenues.

Interest Income (Line #13) is over budget due to higher than expected interest earnings.

Miscellaneous (Line #14) is over budget due to higher than anticipated collections for rental income, Library and Cultural Services donations, proceeds on sale of assets, construction management fees, and police drug seizure revenue.

Legislative (Line #18) is under budget mainly due to budget dollars for the Council Advance and travel and meetings not being used.

Comm. & Bus. Relations (Line #20) is under budget due to timing in spending their personal services and purchased services budgets.

Development Services (Line #22) is under budget due to timing in spending their supplies, grants and historic preservation budgets.

Finance (Line #23) is under budget due to timing in spending their supplies, purchased services budgets for revenue audits, and bank charges/investment fees.

Human Resources (Line #25) is under budget due to timing in spending their supplies, and purchased services budget, as well as a vacant position.

Information Technology (Line #26) is under budget due to timing in spending their computer supplies, capital, and purchased services budgets.

Library (Line #27) is under budget due to timing in spending their supplies and capital budgets.

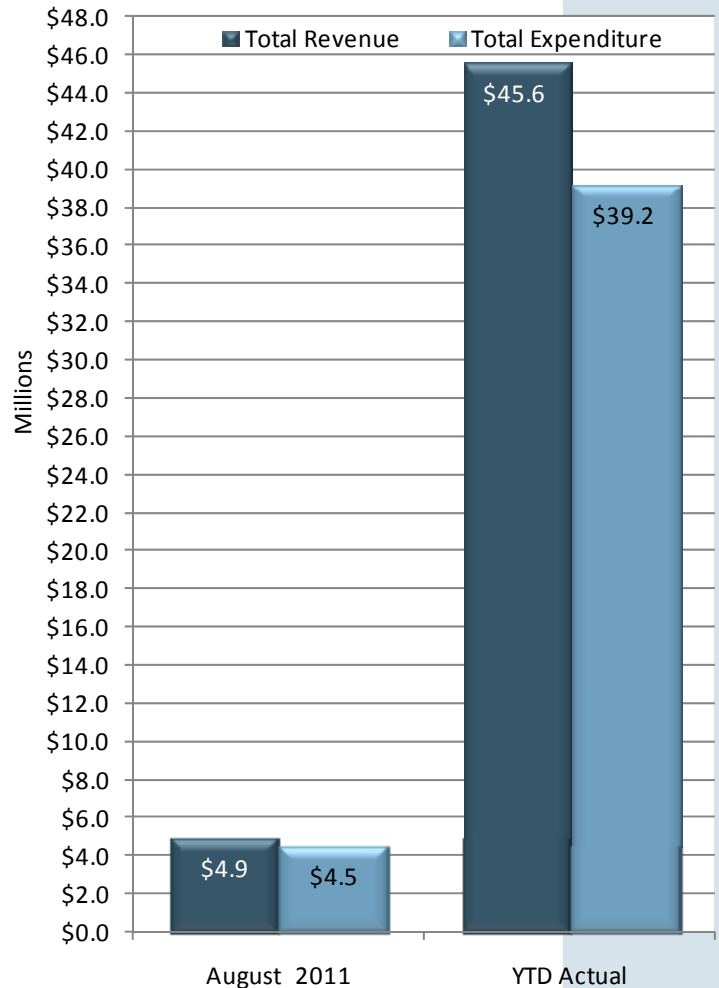
Parks & Recreation (Line #28) is under budget due to timing in spending their personal services, and capital budgets.

Non-Departmental (Line #31) is under budget due to timing in spending their purchased services, food sales tax rebate, and economic incentives budget.

Internal Transfers (Line #33) are under budget due to timing of capital projects expenditures. Transfers are made monthly based on actual project costs. Also, no transfers have been made to risk for unemployment claims. The transfer to the Recreation and Fire CEF fund for the interfund loan is lower than budgeted due to a lower interest rate than anticipated during the budget process.

Revenues exceed expenditures by \$6,032,149. (Line #17 less Line #34)

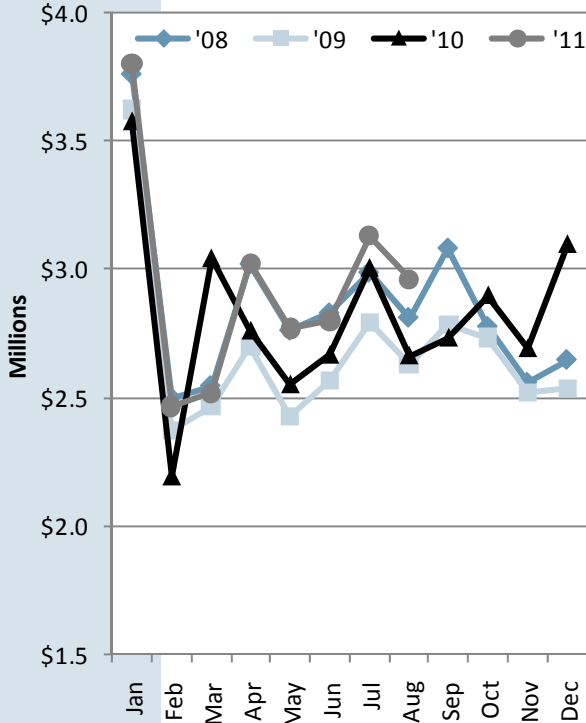
General Fund Operating Revenue & Expenditures By Comparison, Excluding Transfers



Tax Totals & Comparisons

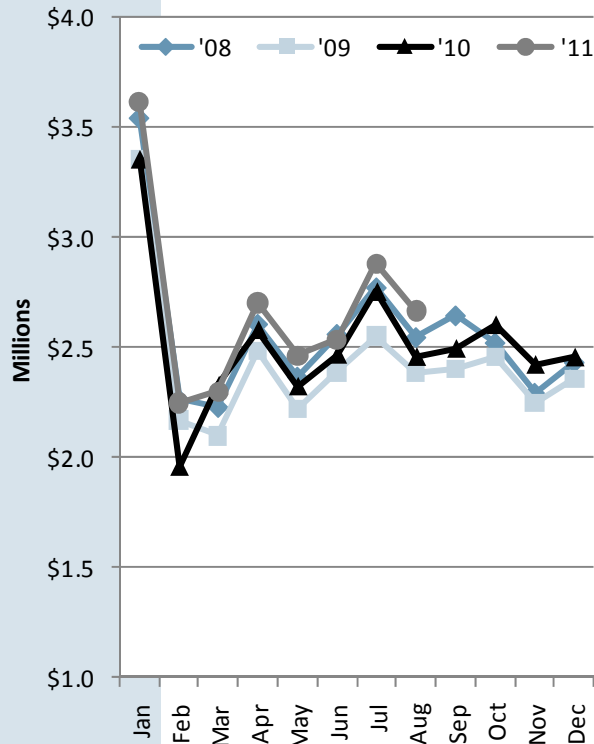
Monthly Financial Report

Sales & Use Tax



	'08	'09	'10	'11	2011 Budget	+ / - Budget
Jan	\$ 3,763,212	\$ 3,622,251	\$ 3,573,972	\$ 3,799,760	\$ 3,708,140	2.5%
Feb	\$ 2,499,464	\$ 2,374,608	\$ 2,191,609	\$ 2,465,447	\$ 2,618,440	-5.8%
Mar	\$ 2,544,688	\$ 2,468,095	\$ 3,041,068	\$ 2,517,162	\$ 2,559,770	-1.7%
Apr	\$ 3,020,580	\$ 2,701,737	\$ 2,759,556	\$ 3,022,770	\$ 2,910,840	3.8%
May	\$ 2,761,197	\$ 2,428,860	\$ 2,550,227	\$ 2,769,526	\$ 2,628,350	5.4%
Jun	\$ 2,829,423	\$ 2,569,125	\$ 2,665,632	\$ 2,800,184	\$ 2,738,110	2.3%
Jul	\$ 2,987,495	\$ 2,794,222	\$ 3,004,324	\$ 3,129,254	\$ 2,968,340	5.4%
Aug	\$ 2,811,579	\$ 2,628,842	\$ 2,662,932	\$ 2,961,686	\$ 2,815,690	5.2%
Sep	\$ 3,082,644	\$ 2,782,768	\$ 2,732,087		\$ 2,884,640	
Oct	\$ 2,776,559	\$ 2,733,964	\$ 2,897,370		\$ 2,941,910	
Nov	\$ 2,557,802	\$ 2,522,092	\$ 2,690,549		\$ 2,659,950	
Dec	\$ 2,646,945	\$ 2,537,802	\$ 3,096,111		\$ 2,682,740	
	\$ 34,281,588	\$ 32,164,365	\$ 33,865,435	\$ 23,465,789	\$ 34,116,920	
YTD	\$ 23,217,638	\$ 21,587,740	\$ 22,449,319	\$ 23,465,789	\$ 22,947,680	2.3%

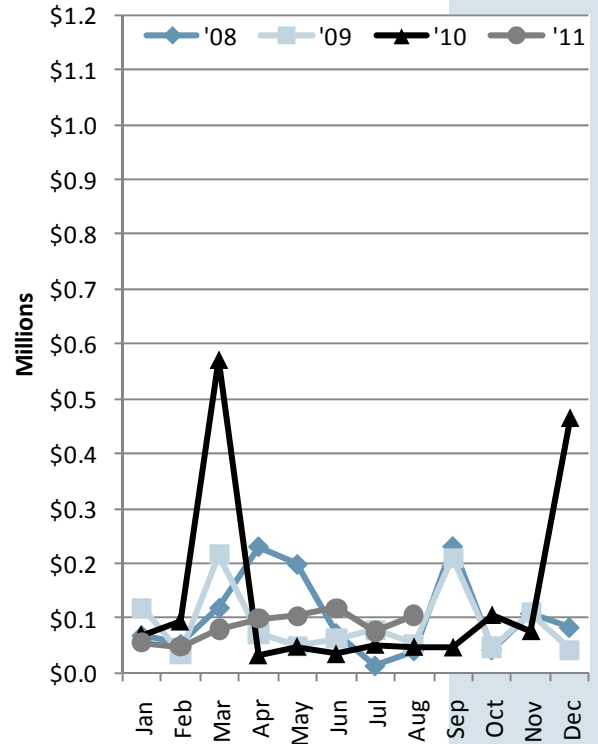
Retail Sales Tax



	'08	'09	'10	'11	2011 Budget	+ / - Budget
Jan	\$ 3,538,021	\$ 3,354,704	\$ 3,352,821	\$ 3,613,881	\$ 3,419,500	5.7%
Feb	\$ 2,266,805	\$ 2,170,562	\$ 1,959,729	\$ 2,249,749	\$ 2,333,970	-3.6%
Mar	\$ 2,229,963	\$ 2,100,216	\$ 2,328,701	\$ 2,299,237	\$ 2,216,570	3.7%
Apr	\$ 2,605,919	\$ 2,482,752	\$ 2,579,918	\$ 2,702,024	\$ 2,585,290	4.5%
May	\$ 2,367,597	\$ 2,218,482	\$ 2,324,395	\$ 2,462,213	\$ 2,310,110	6.6%
Jun	\$ 2,560,453	\$ 2,390,535	\$ 2,468,207	\$ 2,536,541	\$ 2,489,270	1.9%
Jul	\$ 2,770,864	\$ 2,552,195	\$ 2,752,870	\$ 2,882,075	\$ 2,657,610	8.4%
Aug	\$ 2,546,052	\$ 2,383,119	\$ 2,458,382	\$ 2,667,674	\$ 2,481,550	7.5%
Sep	\$ 2,644,113	\$ 2,401,596	\$ 2,495,338		\$ 2,500,790	
Oct	\$ 2,521,253	\$ 2,457,158	\$ 2,602,599		\$ 2,558,640	
Nov	\$ 2,294,503	\$ 2,245,659	\$ 2,422,352		\$ 2,338,410	
Dec	\$ 2,432,635	\$ 2,358,273	\$ 2,455,821		\$ 2,424,090	
	\$ 30,778,179	\$ 29,115,253	\$ 30,201,133	\$ 21,413,394	\$ 30,315,800	
YTD	\$ 20,885,673	\$ 19,652,566	\$ 20,225,023	\$ 21,413,394	\$ 20,493,870	4.5%

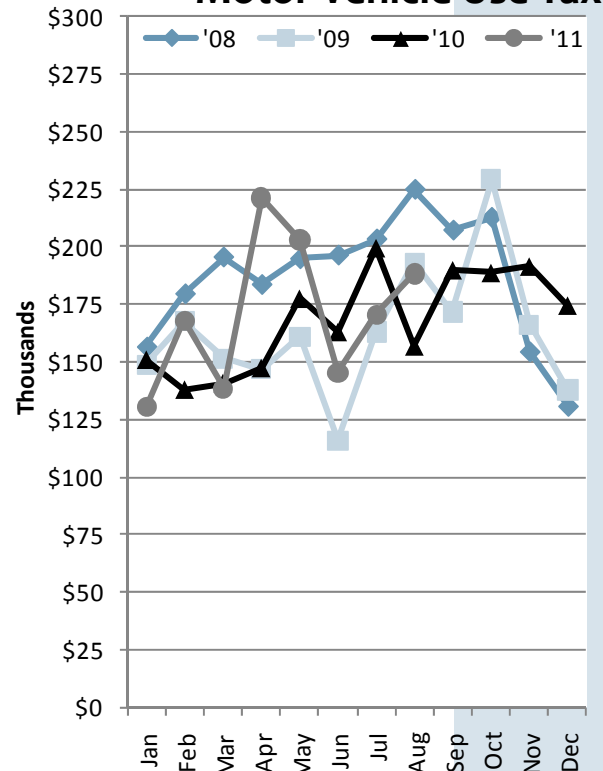
	'08	'09	'10	'11	2011 Budget	+ / - Budget
Jan	\$ 68,522	\$ 118,719	\$ 70,117	\$ 55,542	\$ 136,380	-59.3%
Feb	\$ 52,986	\$ 36,254	\$ 93,928	\$ 47,621	\$ 112,810	-57.8%
Mar	\$ 119,149	\$ 216,500	\$ 571,599	\$ 79,590	\$ 188,330	-57.7%
Apr	\$ 230,954	\$ 72,251	\$ 32,260	\$ 99,569	\$ 175,440	-43.2%
May	\$ 198,765	\$ 49,434	\$ 48,145	\$ 104,373	\$ 153,590	-32.0%
Jun	\$ 72,544	\$ 62,723	\$ 34,349	\$ 118,318	\$ 130,300	-9.2%
Jul	\$ 13,276	\$ 79,061	\$ 51,657	\$ 76,488	\$ 144,010	-46.9%
Aug	\$ 40,683	\$ 52,578	\$ 47,716	\$ 105,871	\$ 136,550	-22.5%
Sep	\$ 231,321	\$ 209,338	\$ 46,646		\$ 208,060	
Oct	\$ 42,561	\$ 47,437	\$ 105,818		\$ 148,620	
Nov	\$ 108,737	\$ 110,207	\$ 76,444		\$ 151,490	
Dec	\$ 83,315	\$ 41,844	\$ 465,626		\$ 115,540	
	\$ 1,262,815	\$ 1,096,346	\$ 1,644,305	\$ 687,372	\$ 1,801,120	
YTD	\$ 796,880	\$ 687,520	\$ 949,771	\$ 687,372	\$ 1,177,410	-41.6%

Building Material Use Tax



	'08	'09	'10	'11	2011 Budget	+ / - Budget
Jan	\$ 156,669	\$ 148,828	\$ 151,034	\$ 130,337	\$ 152,260	-14.4%
Feb	\$ 179,673	\$ 167,793	\$ 137,951	\$ 168,077	\$ 171,660	-2.1%
Mar	\$ 195,576	\$ 151,378	\$ 140,768	\$ 138,335	\$ 154,870	-10.7%
Apr	\$ 183,707	\$ 146,734	\$ 147,378	\$ 221,177	\$ 150,110	47.3%
May	\$ 194,835	\$ 160,943	\$ 177,687	\$ 202,940	\$ 164,650	23.3%
Jun	\$ 196,426	\$ 115,867	\$ 163,076	\$ 145,325	\$ 118,540	22.6%
Jul	\$ 203,356	\$ 162,966	\$ 199,797	\$ 170,691	\$ 166,720	2.4%
Aug	\$ 224,843	\$ 193,144	\$ 156,834	\$ 188,141	\$ 197,590	-4.8%
Sep	\$ 207,209	\$ 171,833	\$ 190,102		\$ 175,790	
Oct	\$ 212,745	\$ 229,369	\$ 188,953		\$ 234,650	
Nov	\$ 154,561	\$ 166,225	\$ 191,753		\$ 170,050	
Dec	\$ 130,995	\$ 137,685	\$ 174,664		\$ 143,110	
	\$ 2,240,595	\$ 1,952,766	\$ 2,019,997	\$ 1,365,023	\$ 2,000,000	
YTD	\$ 1,535,084	\$ 1,247,653	\$ 1,274,525	\$ 1,365,023	\$ 1,276,400	6.9%

Motor Vehicle Use Tax



Sales Tax Collections

Monthly Financial Report

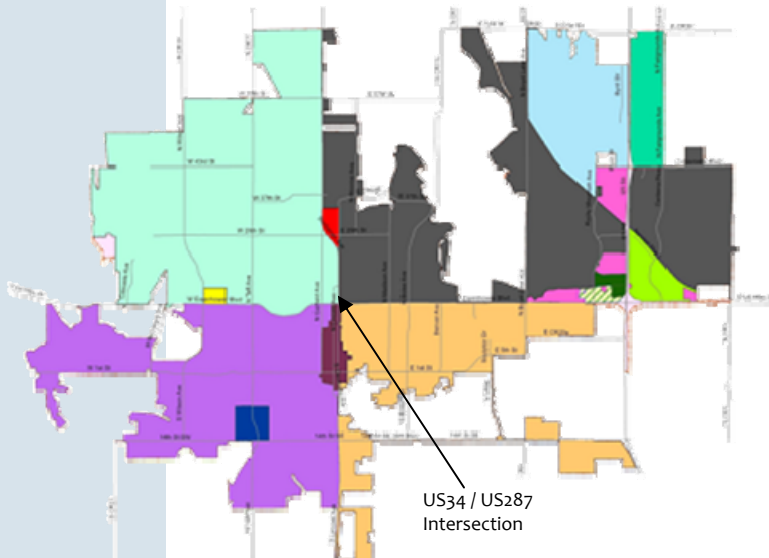
Collections By Standard Industrial Classification Code

Summary of Sales Tax Collections by Industry Code August 2011							
Description	YTD 2011	YTD 2010	\$ Change	% Change	% of Total	Cumulative %	
1 Department Stores & General Merchandise	\$ 4,937,565	\$ 4,890,307	\$ 47,258	1.0%	23.1%	23.1%	
2 Restaurants & Bars	2,555,346	2,341,237	214,108	9.1%	11.9%	35.0%	
3 Grocery Stores & Specialty Foods	2,183,390	2,080,833	102,557	4.9%	10.2%	45.2%	
4 Clothing & Clothing Accessories Stores	1,549,831	1,360,285	189,546	13.9%	7.2%	52.4%	
5 Building Material & Lawn & Garden Supplies	1,426,223	1,355,967	70,257	5.2%	6.7%	59.1%	
6 Motor Vehicle Dealers, Auto Parts & Leasing	1,298,388	1,189,036	109,353	9.2%	6.1%	65.1%	
7 Utilities	1,177,944	1,177,674	270	0.0%	5.5%	70.7%	
8 Sporting Goods, Hobby, Book & Music Stores	1,035,432	952,769	82,663	8.7%	4.8%	75.5%	
9 Broadcasting & Telecommunications	889,581	872,845	16,736	1.9%	4.2%	79.6%	
10 Used Merchandise Stores	595,441	536,680	58,760	10.9%	2.8%	82.4%	
11 Beer, Wine & Liquor Stores	474,518	451,268	23,250	5.2%	2.2%	84.6%	
12 Electronics & Appliance Stores	459,664	440,854	18,810	4.3%	2.1%	86.8%	
13 Hotels, Motels & Other Accommodations	451,368	383,335	68,034	17.7%	2.1%	88.9%	
14 Health & Personal Care Stores	373,579	332,900	40,679	12.2%	1.7%	90.6%	
15 Consumer Goods & Commercial Equipment	336,572	311,089	25,482	8.2%	1.6%	92.2%	
16 Electronic Shopping & Mail-Order Houses	297,183	252,061	45,122	17.9%	1.4%	93.6%	
17 Furniture & Home Furnishing Stores	290,748	251,292	39,455	15.7%	1.4%	95.0%	
18 Office Supplies, Stationery & Gift Stores	224,784	220,423	4,361	2.0%	1.0%	96.0%	
19 Gasoline Stations with Convenience Stores	159,012	154,674	4,338	2.8%	0.7%	96.7%	
20 All Other Categories	696,827	669,493	27,334	4.1%	3.3%	100.0%	
Total	\$ 21,413,394	\$ 20,225,022	\$ 1,188,371	5.9%	100.0%		

Sales tax revenue through August 2011 is 5.9% over 2010. Every geographical area is showing positive year-to-date sales over the same period last year. The North East Loveland area is showing gains over last year due in part to the addition and performance of several new businesses in the Crossroads section of the North East Loveland area. The Outlet Mall maintains its trend upward coming in at 13.6% over 2010, in part from several new store openings.

By business category; Hotels & Motels remain up 17.7% over last year's sales numbers while Clothing & Clothing Accessories are up 13.9% followed by Health and Personal Care Stores at 12.2%. Restaurants & Bars showed the largest increase in dollars while reaching 9.1% over 2010.

The year to date Audit Revenue is at \$340,033 and \$339,507 has been collected in Lodging Tax.



Collections By Geographical Code

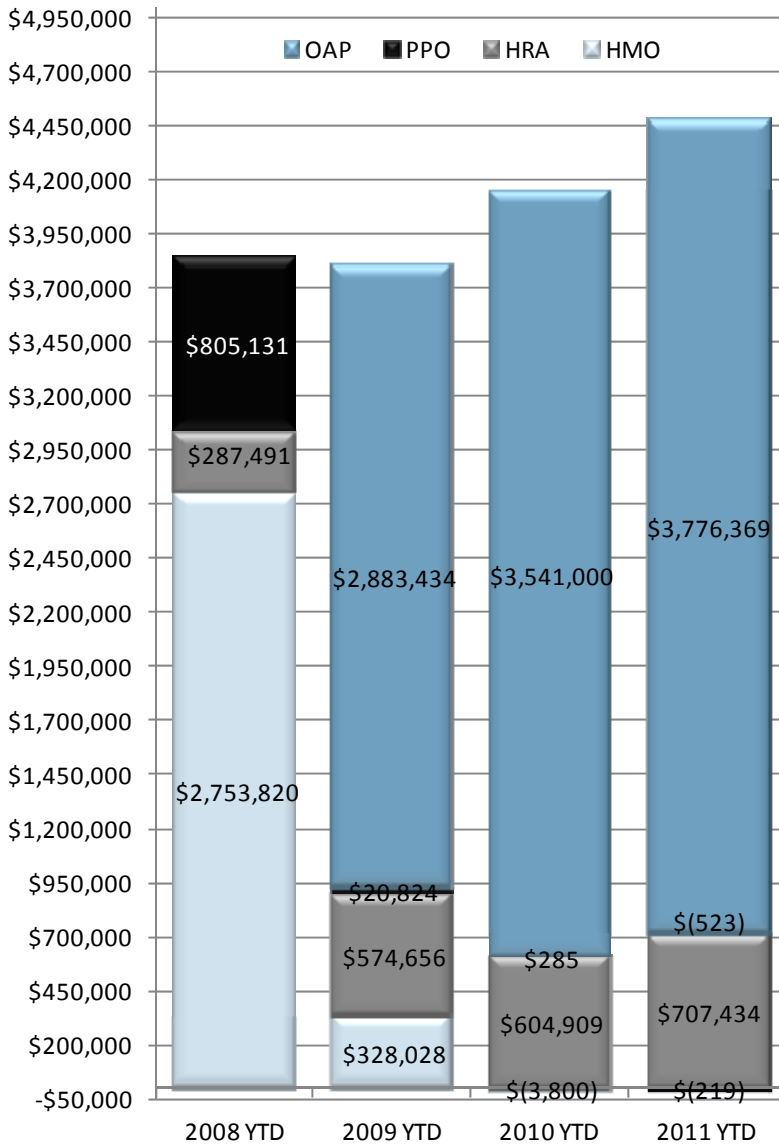
Geographical Area	YTD 2011	YTD 2010	% Change
North West Loveland	\$2,478,686	\$2,462,078	0.7%
South West Loveland	\$716,294	\$693,859	3.2%
North East Loveland	\$1,395,437	\$1,253,800	11.3%
South East Loveland	\$5,249,407	\$5,134,248	2.2%
Orchards Shopping Center	\$1,364,840	\$1,284,127	6.3%
Columbine Shopping Center	\$403,471	\$375,329	7.5%
Downtown	\$691,623	\$671,844	2.9%
Centerra	\$1,976,778	\$1,803,392	9.6%
Promenade Shops	\$1,590,098	\$1,490,634	6.7%
Outlet Mall	\$847,062	\$745,513	13.6%
Thompson Valley Shopping Center	\$1,046,531	\$967,451	8.2%
The Ranch	\$439,530	\$364,424	20.6%
Airport	\$249,932	\$202,623	23.3%
All Other Areas	\$2,963,702	\$2,775,700	6.8%
Total	\$21,413,394	\$20,225,023	5.9%

Health Care Claims

August 2011

July Incurred Claims Posted In August

YTD Processed Claims

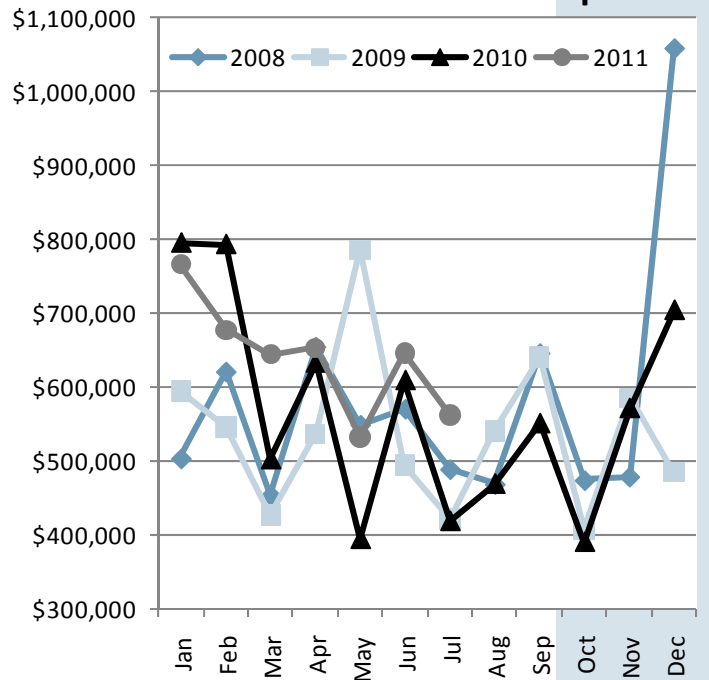


Claims Over \$25k Comparison (2008-2011)

	2008 # of Claims	2009 # of Claims	2010 # of Claims	2011 # of Claims
August - YTD	25	31	32	38

2011 Stoploss YTD claims: 0

Total Incurred Claims Comparison



Cash Basis for Claims Paid

		HMO	OAP	HRA	PPO	Total	Budget	\$ Over /	% Over /
								(Under)	(Under)
								Budget	Budget
2011	Aug	\$ -	\$ 514,629	\$ 48,020	\$ 2	\$ 562,651	\$ 680,043	\$ (117,392)	-17.3%
	YTD	-	3,776,369	707,215	\$(523)	4,483,061	4,760,298	(277,237)	-5.8%
2010	Aug	-	345,449	72,739	-	418,188	630,046	(211,858)	-33.6%
	YTD	(3,800)	3,541,000	604,909	285	4,142,394	4,410,321	(267,927)	-6.1%
Change	Aug	-	169,180	(24,719)	2	144,463			
	% Aug	0.0%	49.0%	-34.0%	0.0%	34.5%			
	YTD	\$ (3,800)	\$ 235,369	\$ 102,306	\$ (808)	\$ 340,667			
% YTD	100.0%	6.6%	16.9%	-283.5%	8.2%				

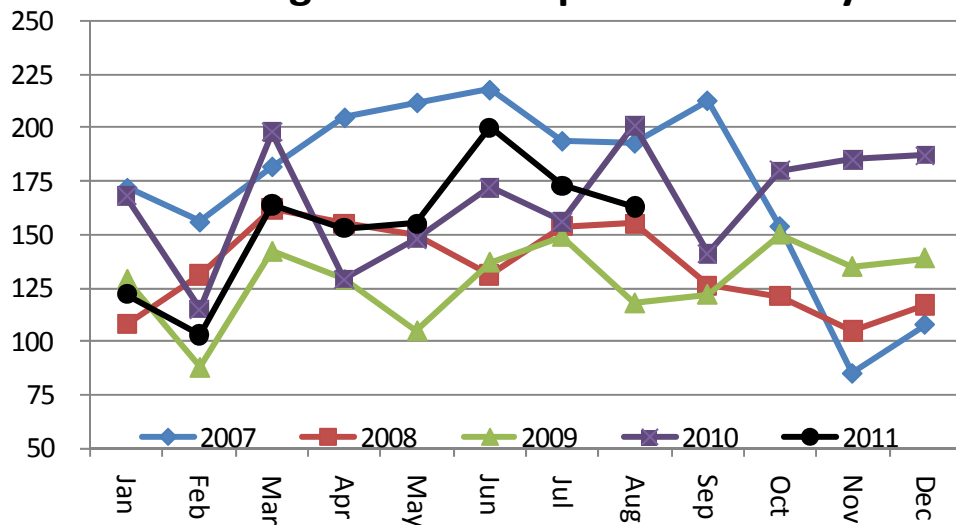
Activity Measures

Monthly Financial Report

Activity Measures

Measures	Aug '09	Aug '10	Aug '11	2009 YTD	2010 YTD	2011 YTD
# of Building Permits	118	201	163	997	1,287	1,233
Building Permit Valuations	\$ 4,041,665	\$ 7,172,280	\$ 7,757,968	\$ 48,357,601	\$ 87,855,401	\$ 61,932,016
# of Certified Occupancies	22	13	21	149	123	147
Net # of Sales Tax Licenses	12	8	50	128	71	167
New Residential Electric Meter Sets	4	11	50	72	119	251
# of Utility Bills Sent	35,075	35,130	35,623	268,676	279,902	284,046
Rounds of Golf	21,035	19,071	18,333	101,946	87,669	90,611
Health Claim Costs/Emp.	\$ 877	\$ 764	\$ 824	\$ 7,148	\$ 7,483	\$ 7,986
# of Vacant Positions	10	11	20			
# of Frozen Vacant Positions	21	12	9			
# of Eliminated Positions	17	40	46			
KWH Demand (kH)	121,026	130,814	136,134	807,379	843,935	858,993
KWH Purchased (kwh)	61,913,671	67,313,180	75,236,651	450,893,360	470,181,289	492,247,692
Gallons of Water Sold	497,178,745	543,161,190	583,915,550	2,114,306,334	2,174,001,516	2,289,721,765
# of Workers' Comp Claims	12	13	13	71	97	82
\$ of Workers' Comp Claims Paid	\$ 60,646	\$ 99,098	\$ 20,517	\$ 167,038	\$ 286,906	\$ 103,931
# of Open Claims Current Year	NA	15	20			
# of Total Open Claims	NA	15	22			
\$ of Total Open Claims	\$ 465,035	\$ 243,250	\$ 172,807			
# of Hotel Rooms	NA	1,117	1,117			
\$ of Lodging Tax Collected	NA	\$ 65,507	\$ 73,493	\$ -	\$ 294,077	\$ 339,507

Building Permit Comparison History



Cash & Reserves

August 2011

Cash & Reserves

Total Cash & Reserves = \$193.0 million, of which \$137.1 million is restricted or reserved, or 71.0%, leaving \$55.9 million unrestricted.

Statement of Cash Aug 2011			
	Beginning	YTD Activity	Ending
Restricted			
1 Capital Expansion Fees	\$ 36,464,857	\$ (1,039,705)	\$ 35,425,152
2 Other Special Revenue Funds	20,268,968	1,103,922	21,372,890
3 Capital Projects	3,439,842	(2,769,147)	670,695
4 Debt Reserves-Golf	-	-	-
5 Water System Impact Fees	5,634,568	1,224,908	6,859,476
6 Windy Gap	4,776,059	(505,159)	4,270,900
7 Raw Water	22,801,762	(9,157,575)	13,644,187
8 Wastewater System Impact Fees	4,258,451	442,045	4,700,496
9 Storm Drainage System Impact Fees	1,542,372	(167,916)	1,374,456
10 Power System Impact Fees	5,624,382	1,224,097	6,848,480
11 Cemetery	2,433,991	68,905	2,502,896
12 Other Entities	3,393,300	1,163,349	4,556,649
13 Total Restricted	\$ 110,638,551	\$ (8,412,275)	\$ 102,226,277
Committed/Assigned Balance Amounts			
14 General Fund			
15 Operating/Emergency ***	1,731,040	-	1,731,040
16 Council Contingency	-	-	-
17 Council Capital Reserve ***	4,730,850	(997,485)	3,733,365
18 Liability	125,000	-	125,000
19 Equipment Replacement	-	-	-
20 Police Communication Console Replacement	512,000	104,000	616,000
21 Library Reserve	158,379	2,195	160,575
22 Library Building Reserve	16,750	-	16,750
23 Telephone Switch Reserve	261,460	-	261,460
24 Excess TABOR	5,698,193	(495,126)	5,203,067
25 Water	660,898	(118,314)	542,584
26 Wastewater	816,746	22,716	839,461
27 Storm Water	442,355	(111,985)	330,370
28 Power	2,696,087	238,385	2,934,473
29 Golf	243,784	3,379	247,163
30 Insurance Reserves	4,632,532	108,378	4,740,911
31 Employee Benefits	6,443,162	194,582	6,637,745
32 Fleet Replacement	6,208,177	553,488	6,761,665
33 Total Committed/Assigned	\$ 35,377,415	\$ (495,786)	\$ 34,881,629
34 Total Restricted/Committed/Assigned	\$ 146,015,966	\$ (8,908,060)	\$ 137,107,906
Unassigned Balance Amounts			
35 General	12,740,445	7,048,673	19,789,118
36 Airport	814,146	232,791	1,046,937
37 Internal Service - Vehicle Maintenance	57,032	120,852	177,884
38 Golf	902,662	740,557	1,643,219
39 Water	3,745,091	(670,447)	3,074,643
40 Wastewater	7,350,712	204,441	7,555,153
41 Power	15,277,828	1,350,851	16,628,679
42 Stormwater	2,506,679	(634,584)	1,872,095
43 Solid Waste	2,873,450	1,228,771	4,102,221
44 Total Unassigned	\$ 46,268,044	\$ 9,621,904	\$ 55,889,948
45 Total Cash	\$ 192,284,010	\$ 713,843	\$ 192,997,853

*Operating/Emergency: TABOR Amendment requirement for 3% of operating expenditures excluding transfers and debt.

**Other Entities Fund: Special Improvement District #1, Airport, General Improvement District #1, Loveland Urban Renewal Authority, Loveland/Larimer Building Authority

***Contributions made at year end.

(Line #17) Council Capital Reserve: \$900,000 Downtown Improvements \$97,485 Interfund Loan Payment

(Line #22) The market value of the Proctor & Gamble Stock as of December 31, 2010 is \$205,856. This value represents the original value of the stock when it was first donated.

(Line #24) Six main streets projects are: US 34/Madison, Boyd Lake Ave Extension, Signal at 4th/Lincoln, Crossroads/71st St, 57th/287, and Crossroads/I-25

Prepared by:
Finance Department

WEBSITE: WWW.CITYOFLOVELAND.ORG

Citywide Capital Projects Over \$500,000

Project Title	2011 Budget	2011 Expenditures	Remaining 2011 Budget	% of 2011 Budget (Exp/Bud)	Budget Book Page #
Water Capital					
Washington Ave WL Replacement	\$ 497,810	\$ 341,791	\$ 156,019	68.66%	C-115
Filter Plant 2 Improvements	\$ 1,251,850	\$ 980,188	\$ 271,662	78.30%	C-113
Raw Water Capital					
Windy Gap Firming Project	\$ 596,490	\$ -	\$ 596,490	0.00%	C-86
Purchase Colorado Big Thompson Water	\$ 4,623,000	\$ 4,500,200	\$ 122,800	97.34%	C-87
Wastewater Utility Capital					
Carlisle Phase IV (Taft to RR)	\$ 623,730	\$ 19,355	\$ 604,375	3.10%	C-101
Waste Activated Sludge Thickening	\$ 4,802,740	\$ 870,470	\$ 3,932,270	18.12%	C-88
South Horseshoe Lift Station Submersible	\$ 887,000	\$ 207	\$ 886,793	0.02%	
Power Capital					
Horseshoe Sub tie S along Taft to ckt existing on West 29th	\$ 2,300,000	\$ 5,982	\$ 2,294,018	0.26%	
West Sub tie E along Arkins Branch, N along Wilson to 29th	\$ 971,736	\$ 47,699	\$ 924,037	4.91%	
Valley Sub tie W along 402, N along Wilson, W along Arkins to W Sub	\$ 1,100,000	\$ 9,077	\$ 1,090,923	0.83%	
Horseshoe Sub - New Transformer	\$ 1,200,000	\$ -	\$ 1,200,000	0.00%	
Stormwater Capital					
Washington Ave Outfall Phase 4	\$ 3,380,185	\$ 2,217,216	\$ 1,162,969	65.59%	
Streets Transportation Program					
US34/Madison	\$ 749,020	\$ 248,909	\$ 500,111	33.23%	
Boyd Lake Ave Extension	\$ 1,005,100	\$ 459,838	\$ 545,262	45.75%	C-71
2011 Street Rehabilitation	\$ 2,956,210	\$ 1,908,838	\$ 1,047,372	64.57%	C-39
All Other					
Downtown Infrastructure	\$ 900,000	\$ -	\$ 900,000	0.00%	C-40
Open Lands Acquisition	\$ 2,445,000	\$ -	\$ 2,445,000	0.00%	C-29
MeHaffey Park Development	\$ 640,000	\$ -	\$ 640,000	0.00%	C-28
Library Expansion	\$ 7,870,850	\$ 4,256,025	\$ 3,614,825	54.07%	
ACE Center Land/Building	\$ 5,675,000	\$ 5,280,884	\$ 394,116	93.06%	

City of Loveland
500 East 3rd Street
Loveland, CO 80537

For more information regarding this report contact:
Renee Wheeler, Assistant City Manager
970.962.2704 or wheeler@ci.loveland.co.us





CITY OF LOVELAND
CITY MANAGER'S OFFICE

Civic Center • 500 East Third • Loveland, Colorado 80537
(970) 962-2303 • FAX (970) 962-2900 • TDD (970) 962-2620

AGENDA ITEM: 19
MEETING DATE: 10/4/2011
TO: Mayor and City Council
FROM: Alan Krcmarik, Executive Fiscal Advisor
PRESENTER: Alan Krcmarik

TITLE: Investment Report for August 2011

DESCRIPTION:

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 first eight months of 2011, the amount posted to the investment account is \$2,623,857 including realized gains. Actual year-to-date earnings are *higher* than the year-to-date projection by \$513,093. Based on August's monthly statement, the estimated annualized yield on the U.S. agencies and corporates was up to 1.54%, well under the annual target rate. Reinvestment rates are now significantly lower.

BUDGET IMPACT: Investment earnings provide revenue to the City's various funds.

Yes No

SUMMARY: At the end of August, the City's total portfolio had an estimated market value of \$193.3 million, about \$ 400,000 more than a month ago. Of this amount, USBank held (including accrued interest) \$183.2 million in trust accounts; other funds are held in local government investment pools, in operating accounts at WellsFargo Bank, and a few miscellaneous accounts. Interest rates have trended significantly lower over the past few months. Investments are in US Treasury Notes, highly-rated US Agency Bonds, highly-rated corporate bonds, money market accounts, and local government investment pools. The City's investment strategy emphasizes safety of principal, then sufficient liquidity to meet cash needs, and finally, return on investment. Each percent of earnings on the portfolio equates to \$1.9 million annually. Each basis point would be about \$19,300 annually.

LIST OF ATTACHMENTS: Investment Focus July 2011

RECOMMENDED CITY COUNCIL ACTION: For Council's information; questions welcomed.

REVIEWED BY CITY MANAGER:



Investment Focus

Monthly Investment Report

August 2011

What's in here?

Focal Points	1
Gain / Loss	
Rate Trends	2
Cash Statement	3
Portfolio size	4
Investment types	
Transactions /	5
Maturity	
Future Scan	6

Focal Points

- * 2011 targets for the City's portfolio: 1) the interest rate target is **2.0%**; 2) the earnings goal = **\$3,163,130**.
- * City investments are in high quality, low risk securities, in compliance with state law and the adopted investment policy.
- * Revenue posted to accounts = **\$2,623,857** or **83% of target**. This includes realized gains on the sales of **\$444,643**.
- * Each 1% of the total portfolio amounts to about \$1.9 million.
- * The month end market value shows an unrealized loss of **\$51,845**.

Stock market swings are taking a toll on confidence.

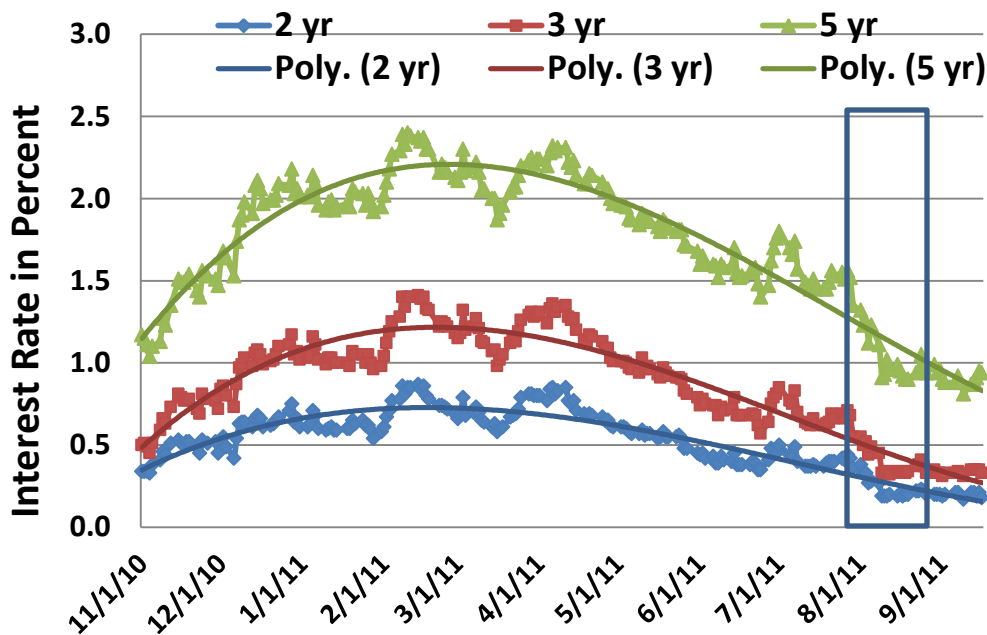
The Thomson Reuters-University of Michigan Consumer Sentiment Index for families with annual incomes over \$75,000, the group most likely to own stocks—plunged nearly 10 points in August, to 60.2 from 70 a month earlier.

That compares with a drop of 8.4 points for families earning less than \$75,000.

Source: *Wall Street Journal*, August 29, 2011.

Type of Investment	Purchase Price	Market Value	Unrealized Gain or Loss
Checking Accounts	\$ 9,515,313	\$ 9,447,469	--
Investment Pools	589,843	589,843	--
Money Markets	<u>42,988,512</u>	<u>42,988,512</u>	--
Subtotal	\$ 53,093,668	\$ 53,093,668	--
Notes and Bonds	<u>140,178,120</u>	<u>140,229,964</u>	\$ (51,845)
Total Portfolio	\$ 193,271,788	\$ 193,323,631	\$ (51,845)
Data Sources	(Morgan Stanley)	(US Bank)	

Interest rate trends / consumer spending outlook



Interest rates reached new record lows in July and moved even lower in August. Based on the 2-year treasury, the July month-end rate was 44% lower. The 3- and 5-year rates were 40% and 29% lower, respectively.

When the treasury market shifts like this, the value of prior investments increases making the unrealized loss lower. For new investments, yields were much lower at the end of August.

Monthly change in inflation-adjusted consumer spending



Source: Commerce Dept.

Consumer Spending Flat

By Justin Lahart

“U.S. consumers haven’t started opening their wallets. Adjusting for inflation, consumer spending was essentially flat in June from a month earlier, after registering small declines in both April and May. The risk is that with the job market weak, and uncertainty acute due to the protracted debt wrangle in Washington, consumers could pull back even more.”

Source: *Wall Street Journal*, August 3, 2011.

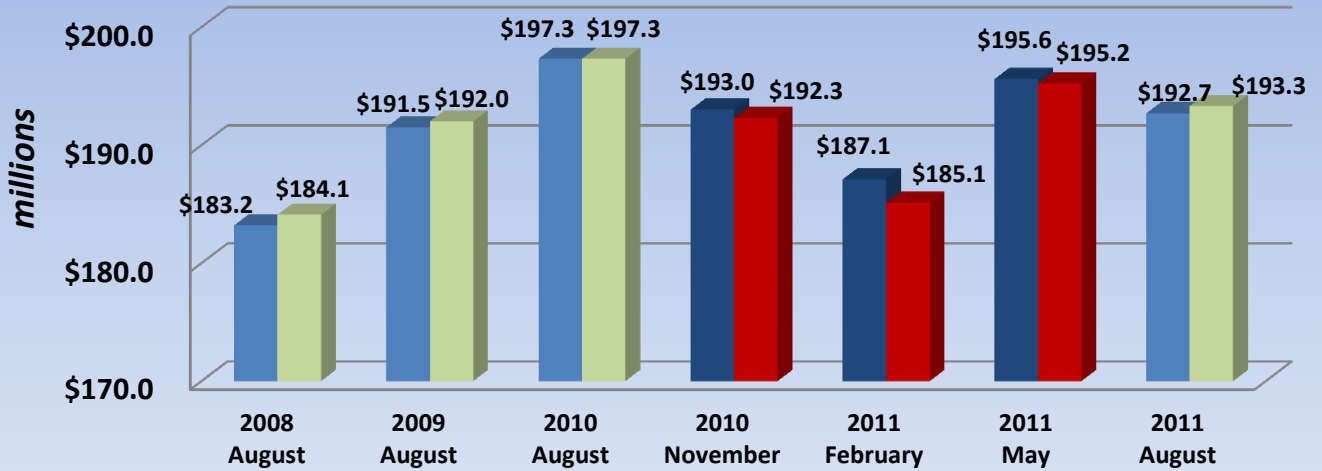
Cash Position Summary

Cash & Reserves (unaudited)

		2011 Beginning	YTD Activity	Month End Total
Restricted Reserves				
1	Capital Expansion Fees	\$ 36,464,857	\$ (1,039,705)	\$ 35,425,152
2	Water System Impact Fees	5,634,568	1,224,908	6,859,476
3	Raw Water Revenue – Windy Gap	27,577,821	(9,662,734)	17,915,087
4	Wastewater System Imp. Fees	4,258,451	442,045	4,700,496
5	Storm Drain System Imp. Fees	1,542,372	(167,916)	1,374,456
6	Power Plant Investment Fees	5,624,382	1,224,097	6,848,480
7	Cemetery Perpetual Care	2,433,991	58,905	2,502,896
8	Other Restricted	27,102,110	(501,875)	26,600,234
9	Total Restricted	\$ 110,638,551	\$ (8,412,275)	\$ 102,226,234
Reserve Balance Amounts				
10	General Fund	\$ 13,233,672	\$ (1,386,415)	\$ 11,847,257
11	Enterprise Funds	4,859,870	34,180	4,894,051
12	Internal Service Funds	17,283,872	856,449	18,140,321
13	Total Reserves	\$ 35,377,415	\$ (495,786)	\$ 34,881,629
14	Total Restricted and Reserved	\$ 146,015,966	\$ (8,908,060)	\$ 137,107,906
Unrestricted				
15	General Fund	\$ 12,740,445	\$ 7,048,673	\$ 19,789,118
16	Airport	814,146	232,719	1,046,937
17	Internal Service – Vehicle Maint	57,032	120,852	177,884
18	Enterprise Funds	32,656,422	2,219,588	34,876,009
19	Total Unrestricted	\$ 46,268,044	\$ 9,621,904	\$ 55,889,948
20	TOTAL CASH	\$ 192,284,010	\$ 713,843	\$ 192,997,853

Portfolio Size / Types of Investments

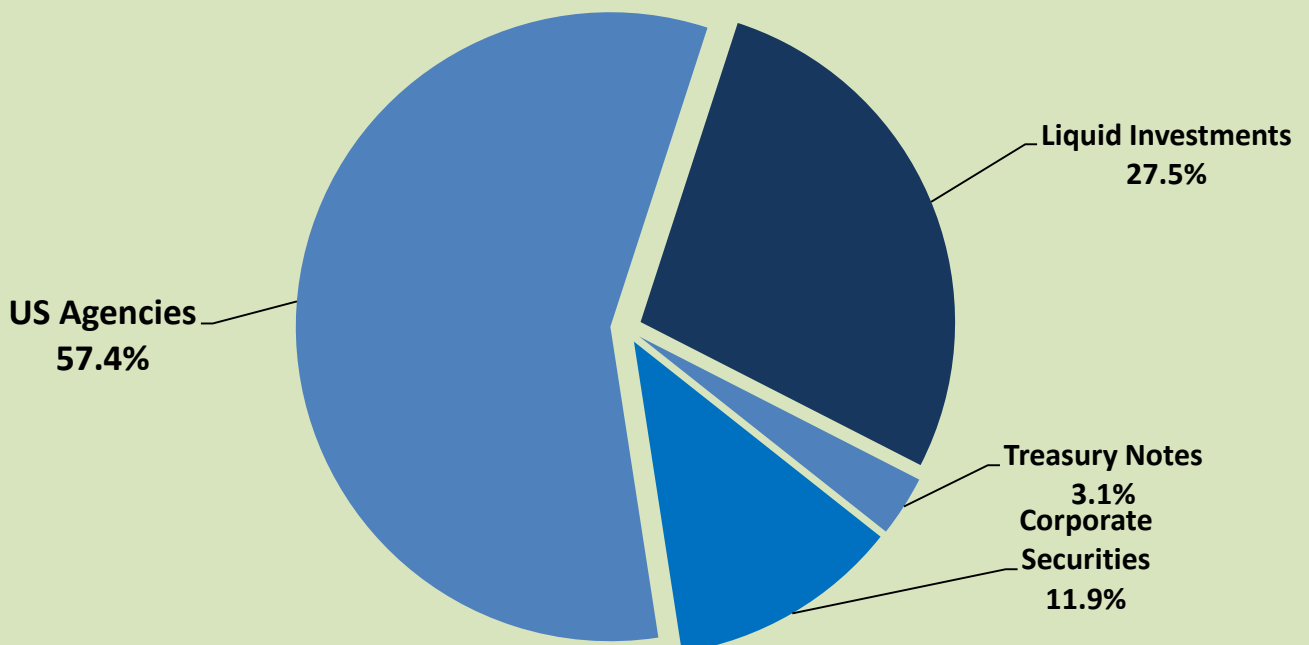
Portfolio Size since August 2008



Blue bars show Purchase value, red and green bars show market value, red = loss and green = gain

Portfolio by Type of Investment

August 2011 – Market Value of \$193.3 million

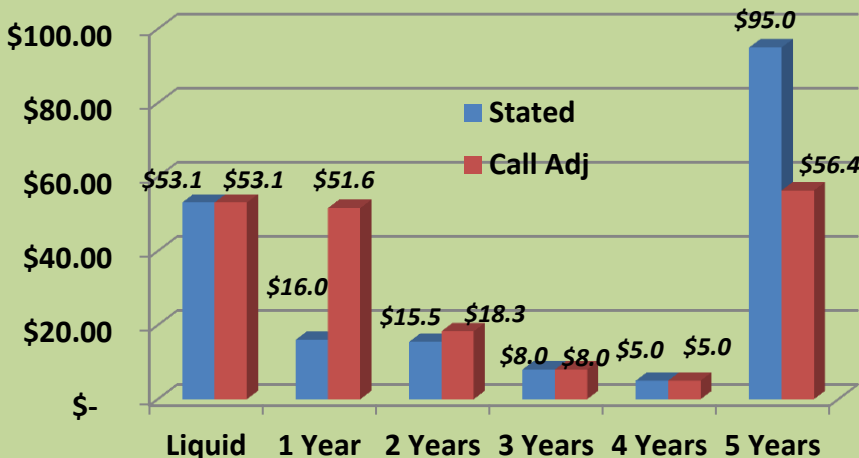


Transactions / Portfolio by Maturity

	Maturity Date	Face Value	Purchase \$	Stated Rate
<u>Purchases</u>				
Federal Farm Credit Bank	11/18/2015	\$ 5,000,000	\$ 5,000,000.00	1.370%
Federal Farm Credit Bank	09/08/2016	5,000,000	5,000,000.00	2.120%
Fed. Nat'l Mort. Association	08/24/2016	5,000,000	5,000,000.00	1.000%
Fed. Nat'l Mort. Association	08/01/2016	5,000,000	5,000,000.00	2.000%
Fed. Nat'l Mort. Association	08/17/2016	<u>5,000,000</u>	<u>5,000,000.00</u>	2.000%
		\$ 25,000,000	\$ 25,000,000.00	
<u>Matured (Paid down early)</u>				
Federal Home Loan Bank	11/23/2015	\$5,000,000	\$ 5,000,000.00	1.700%
<u>Called</u>				
			<u>Call Value \$</u>	
Federal Farm Credit Bank	09/11/2015	\$ 5,000,000	\$ 5,000,000.00	2.120%
Federal Home Loan Bank	09/02/2015	<u>5,000,000</u>	<u>5,000,000.00</u>	1.800%
		\$ 10,000,000	\$ 10,000,000.00	
<u>Sales</u>				
			<u>Gain \$</u>	
Federal Home Loan Bank	09/11/2015	\$ 5,000,000	\$ 70,550.00	1.750%
Fed. Nat'l Mort. Association	04/14/2015	5,000,000	2,500.00	1.500%
Fed. Nat'l Mort. Association	08/10/2015	5,000,000	60,000.00	2.000%
Fed. Nat'l Mort. Association	08/04/2015	<u>5,000,000</u>	<u>222,000.00</u>	2.150%
		\$ 20,000,000	\$ 355,050.00	

Portfolio by Maturity Term

(in millions - Total = \$193.3 at the end of August 2011)



The target rate for 2011 is 2.0%. In recent months, rates have fallen to record lows. Through August, the portfolio is still on track to reach the earnings target level for 2011.

To support earnings or to reposition the portfolio, bonds may be sold. Gains on sales total \$ 444,643 to date.

The blue bars show the stated term. Red bars show the calls. More of the five year bonds will be called early.



Future Scan / rates still on hold and recovery weak

- ❖ The **Federal Open Market Committee** (“FOMC” or “Committee”) kept short-term interest rates at a record low, near zero, at its latest policy meeting on August. 9th. The Committee also lowered its economic assessment, saying it now “expects a somewhat slower pace of recovery over the coming quarters.” It left the door open for more action, saying it discussed “the range of policy tools available to promote a stronger economic recovery.” In reaction to faltering markets, Chairman Ben Bernanke made a surprising statement indicating that the FOMC would keep rates low for an extended period of time, all the way through 2012 and into the middle of 2013. Chairman Bernanke’s plan to hold interest rates near zero through at least mid-2013 provoked the most opposition among voting policy makers in 18 years as central bank consensus frayed. The next meeting is set for September 21 and an update will be provided at the Council meeting.
- ❖ Loveland’s employment level **expanded** in August with 229 more jobs when compared to July. Compared to the revised estimate for August 2010, there are 234 **more** jobs for city residents. Using non-seasonally adjusted data for June, the national unemployment rate was 9.1%, the State of Colorado was 8.3%, Larimer County was 6.6%, Fort Collins was 7.6% and Loveland was 5.7%. Of Colorado cities, only Lafayette and Parker were lower at 5.3% and 4.9% respectively. Aurora (Adams County) had the highest unemployment rate at 15.5%.
- ❖ “Adjusted for inflation, in 2010 U.S. family incomes fell back to 1996 levels (the era of Greenspan’s “irrational exuberance”). . . Economists have been reducing growth forecasts – as we remain in the worst economic slump since the Great Depression. The U.S. poverty rate was reported to have risen to its highest level in nearly 20 years. Some foreclosure statistics doubled in August.” *Bond Market Review*, 9/14/2011.
- ❖ “The recent deterioration in labor market conditions appears to be tied to a **reduced hiring rate** rather than a jump in layoffs. Jobless claims – a good proxy for the pace of layoffs – have actually been drifting steadily lower since May, while net job growth has moderated quite a bit. Employers seem to have become more cautious about hiring. *US Economics*, Morgan Stanley, 9/6/2011.

For more information regarding this report, please contact:

Alan Krcmarik, Executive Fiscal Advisor
970.962.2625 or krcmaa@ci.loveland.co.us

Updated for Colorado Labor data for August

- ❑ Loveland's employment level **expanded** strongly in August, up 229 jobs from July 2011.
- ❑ Compared to one year ago in August, there are 234 **more** jobs.

August Unemployment Rates

Data not adjusted for seasonality

