

AGENDA
LOVELAND CITY COUNCIL MEETING
TUESDAY, DECEMBER 16, 2014
CITY COUNCIL CHAMBERS
500 EAST THIRD STREET
LOVELAND, COLORADO

The City of Loveland is committed to providing an equal opportunity for citizens and does not discriminate on the basis of disability, race, age, color, national origin, religion, sexual orientation or gender. The City will make reasonable accommodations for citizens in accordance with the Americans with Disabilities Act. For more information, please contact the City's ADA Coordinator at bettie.greenberg@cityofloveland.org or 970-962-3319.

5:30 P.M. **DINNER** - City Manager's Conference Room
6:30 P.M. **REGULAR MEETING** - City Council Chambers

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

Anyone in the audience will be given time to speak to any item on the Consent Agenda. Please ask for that item to be removed from the Consent Agenda. Items pulled will be heard at the beginning of the Regular Agenda. Members of the public will be given an opportunity to speak to the item before the Council acts upon it.

Public hearings remaining on the Consent Agenda are considered to have been opened and closed, with the information furnished in connection with these items considered as the only evidence presented. Adoption of the items remaining on the Consent Agenda is considered as adoption of the staff recommendation for those items.

Anyone making a comment during any portion of tonight's meeting should come forward to a microphone and identify yourself before being recognized by the Mayor. Please do not interrupt other speakers. Side conversations should be moved outside the Council Chambers. Please limit comments to no more than three minutes.

CONSENT AGENDA

1. **CITY CLERK** (presenter: Terry Andrews)

APPROVAL OF MEETING MINUTES

1. A Motion to Approve the City Council Special Meeting Minutes for the October 31, 2014 Special Meeting

This is an administrative action to approve the City Council Special Meeting minutes for the October 31, 2014 Special Meeting.

2. A Motion to Approve the City Council Meeting Minutes for the November 4, 2014 Regular Meeting

This is an administrative action to approve the City Council meeting minutes for the November 4, 2014 Regular Meeting.

3. A Motion to Approve the City Council Meeting Minutes for the November 18, 2014 Regular Meeting

This is an administrative action to approve the City Council Meeting Minutes for the November 18, 2014 Regular meeting.

4. A Motion to Approve the City Council Study Session Minutes for the

November 25, 2014 Study Session

This is an administrative action to approve the City Council Study Session Minutes for the November 25, 2014 Study Session.

2. **CITY MANAGER** (presenter: Bill Cahill)

APPOINTMENT TO THE HUMAN SERVICES COMMISSION

A Motion to Appoint Marcy Yoder to the Human Services Commission for a Partial Term Effective Until June 30, 2016

This is administrative action recommending the appointment of a member to the Human Services Commission.

3. **CITY MANAGER** (presenter: Bill Cahill)

2015 CITY COUNCIL AND BOARDS & COMMISSIONS MEETING DATES SCHEDULE

A Motion to Approve Resolution #R-89-2014 Adopting the Schedule of the 2015 Meeting Dates for the Loveland City Council and the City's Boards and Commissions

This is an administrative action pursuant to City Code Section 2.14.020B to set the 2015 Meeting Dates, Times, and Locations for the City Council and for the City's Boards and Commissions.

4. **CITY MANAGER** (presenter: Rod Wensing)

CITY OF LOVELAND 2015 LEGISLATIVE POLICY AGENDA BROCHURE

A Motion to Adopt the 2015 City Council Legislative Policy Agenda and Authorize the City Manager and Designees to Respond Promptly, Carefully, and Appropriately to Legislative Positions Indicated within the Legislative Policy Agenda, as well as other Legislative Items or Action that May Adversely Impact the Interests of the City and its Citizens as They Arise

This is an administrative action. The Council Legislative Review Committee and City staff is recommending approval of the attached 2015 Loveland City Council Legislative Policy Agenda and the authorization of the City Manager and his designees to respond to legislative issues as they arise.

ADJOURN AS CITY COUNCIL AND CONVENE AS THE LOVELAND URBAN RENEWAL AUTHORITY BOARD OF COMMISSIONERS (LURA)

5. **DEVELOPMENT SERVICES** (presenter: Bethany Clark)

LURA FAÇADE GRANT FOR 136-140 EAST 4TH STREET

A Motion to Approve Resolution #R-90-2014 of the Loveland Urban Renewal Authority Awarding a Façade Incentive Grant to the Owner of the Building Located at 136-140 East 4th Street and Authorizing a Façade Incentive Grant Agreement

This item is an administrative action to adopt a resolution. The Façade Incentive Program provides grants of up to 10 percent of total development costs for buildings in the Urban Renewal Area, not to exceed 100 percent of the façade costs. City Council appropriated general seed funds for the LURA Façade program in November of 2007 and appropriated additional TIF funds in December of 2011 to be dedicated for the Façade Improvement Program. In 2013, a fund balance of \$36,310 was rolled over into the 2014 Façade Program budget. Added to this fund balance were TIF funds generated in 2013 of \$23,680, for a total fund balance of \$59,990. One \$12,500 Matching Grant was awarded in July 2014, resulting in the current fund balance \$47,490.

ADJOURN AS THE LOVELAND URBAN RENEWAL AUTHORITY BOARD OF COMMISSIONERS (LURA) AND RECONVENE AS CITY COUNCIL

6. **HUMAN RESOURCES** (presenter: Bettie Greenberg)
WORKERS' COMPENSATION INSURANCE COVERAGE RENEWAL
A Motion to Award the City's Workers' Compensation Coverage to Pinnacol Assurance and Authorize the City Manager to Enter into a Contract with Pinnacol, Execute Security and Collateral Agreements Required in Connection with the Contract, and Establish a Purchase Order in the Amount of \$1,240,000
This is an administrative action to authorize the City Manager to enter into contract with Pinnacol Assurance for 2015 Workers' Compensation coverage, which includes premium costs and claims payable from prior years. This contract is within the budget already approved for 2015.

7. **HUMAN RESOURCES** (presenter: Bettie Greenberg)
PROPERTY AND LIABILITY INSURANCE COVERAGE RENEWAL
A Motion to Award the City's 2015 Property and Liability Insurance Coverage to CIRSA and Authorize the City to Continue the Intergovernmental Agreement with CIRSA and to Establish a Purchase Order in the Amount of \$850,000
This is an administrative action to authorize the City to continue its Intergovernmental Agreement with CIRSA for 2015 property and liability insurance coverage and establish a purchase order in the amount \$850,000 for premium, claims administration and payment of estimated claims for 2015 and remaining open claims or new claims from prior years. The \$850,000 is within the projected and approved 2015 Budget. The amount of \$850,000 is within the projected and approved 2015 Budget.

8. **HUMAN RESOURCES** (presenter: Julia Holland)
CITY EMPLOYEE MEDICAL STOP LOSS COVERAGE RENEWAL
A Motion to Award the Contract for City Employee Medical Stop Loss Coverage to Sun Life of Canada in an Amount not to Exceed \$900,000 and to Authorize the City Manager to Execute the Contract on Behalf of the City
This is an administrative action to authorize the City Manager to enter into a contract for up to \$900,000 for 2015 with Sun Life of Canada for the City of Loveland employee healthcare stop loss insurance. The contract stipulates that Sun Life of Canada will provide stop loss insurance for health claims over \$175,000 while Cigna retains processing claims under \$175,000. This contract is within the benefits budget already approved for 2015. The amount of \$900,000 is within the projected and approved 2015 Budget.

9. **HUMAN RESOURCES** (presenter: Karen Rees)
2015 PAY PLAN
A Motion to Approve Resolution #R-91-2014 Adopting a Pay Plan for City Employees and Superseding All Prior Ordinances and Resolutions Adopting Such a Pay Plan
This is an administrative action for Council to adopt the City's 2015 Pay Plan. The City's Pay Plan assists in delivering cost efficient, high quality services to citizens by establishing a competitive market based plan, while adhering to budgetary constraints. Annually the City utilizes salary survey data for market analysis to develop pay ranges and compare current pay rates with the identified labor market, while also providing a financially sustainable plan. Costs associated with personnel have been approved through the adoption of the 2015 Budget.

10. **FIRE RESCUE AUTHORITY** (presenter: Mark Miller)
AMENDMENT TO THE IGA TO CLOSE THE VOLUNTEER FIRE PENSION PLAN TO NEW MEMBERS
A Motion to Approve Resolution #R-92-2014 to Amend the 1966 Intergovernmental Agreement between the City of Loveland and the Loveland Rural Fire Protection

District to Close the Consolidated Firemen's Pension Fund of Loveland and Rural District to Future Volunteer Firefighters

This is an administrative action to close the Loveland and Rural Consolidated Volunteer Fire Pension Fund (5153-5) to future reserve (volunteer) firefighters due to a steady and continuous reduction in the number of reserve firefighters serving the City and the Rural District, an increasing likelihood that such reserves would not meet the minimum service requirements to qualify to receive benefits from the volunteer fire pension fund and the recent change to a two-tier staffing plan that no longer recruits additional LFRA reserve firefighters.

11. ECONOMIC DEVELOPMENT (presenter: Chris Conrardy)

PUBLIC HEARING

EDISON WELDING INSTITUTE SUPPLEMENTAL APPROPRIATION INCENTIVE

A Motion to Approve and Order Published on First Reading an Ordinance Enacting a Supplemental Appropriation to the 2015 City of Loveland Budget for a Services Contract with Edison Welding Institute, Inc.

This is an administrative action. The City of Loveland proposes to enter into a Services Contract with Edison Welding Institute, Inc., dba "EWI" to perform a regional manufacturing and technology needs assessment and the EWI Colorado business plan. This item was brought before Council at the October 7, 2014 regular meeting as an informational item. At that time, City Council provided direction to staff to bring a funding ordinance for the EWI contract to Council for formal consideration. The ordinance funding reduces the flexibility to fund other projects. The \$300,000 would come out of the Economic Development Incentive Fund in 2015. The current balance in the incentive fund for 2015 is \$450,000 with a rollover of \$762,790.

END OF CONSENT AGENDA

CITY CLERK READS TITLES OF ORDINANCES ON THE CONSENT AGENDA

PUBLIC COMMENT

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

PROCEDURAL INFORMATION

Anyone in the audience will be given time to speak to any item on the Regular Agenda before the Council acts upon it. The Mayor will call for public comment following the staff report. All public hearings are conducted in accordance with Council Policy. When Council is considering adoption of an ordinance on first reading, Loveland's Charter only requires that a majority of the Council quorum present vote in favor of the ordinance for it to be adopted on first reading. However, when an ordinance is being considered on second or final reading, at least five of the nine members of Council must vote in favor of the ordinance for it to become law.

REGULAR AGENDA

CONSIDERATION OF ITEMS REMOVED FROM CONSENT AGENDA

12. ECONOMIC DEVELOPMENT (presenters: Betsey Hale, Alan Krcmarik, Lucia Liley and Members of the LDP Board)

DOWNTOWN STRATEGIC PLAN AND SERVICES CONTRACT

A Motion to Approve Resolution #R-93-2014 Supporting the Downtown Strategic Plan and Approving a Services Contract with the Loveland Downtown Partnership for Implementation of the Downtown Strategic Plan

This is an administrative action to consider a resolution supporting the Downtown Strategic Plan and approving a services contract with the Loveland Downtown Partnership (LDP) for implementation of the Downtown Strategic Plan. City Council has approved the 2015

budget with an appropriation of \$500,000 for the operations and programs of the LDP. Council has directed the City Manager to negotiate a contract for services with the LDP board. This resolution emphasizes the Council's long term commitment to: the redevelopment of downtown Loveland, it extends support of the funding for a period of 10 years and it endorses the organization's strategic plan. The LDP will present a draft DDA Plan of Development that will be used as part of the DDA election process, but will not be officially adopted until after a successful DDA formation election. City Staff will present to Council a 30 year forecast of the financial performance of the proposed Downtown Development Authority project area. \$500,000 of sales tax revenue that is collected in the Downtown geo area will be committed to the operations and programs of the LDP. This commitment is intended to be annually approved for a period of 10 years.

13. CITY MANAGER (presenter: Rod Wensing)
ONE-YEAR FLOOD RECOVERY UPDATE

This is an informational presentation summarizing the City's flood recovery efforts, including: overall flood recovery efforts, specific flood recovery costs, reimbursements, and pending reimbursement applications. Key members of the City's Flood Recovery Team will be available to answer both related questions / topics for the Council.

14. CITY ATTORNEY (presenter: Judy Schmidt)
EXECUTIVE SESSION
Executive Session to Receive Legal Advice from the City Attorney Regarding Contracts with Municipal and Deputy Municipal Judges

BUSINESS FROM CITY COUNCIL

This is an opportunity for Council Members to report on recent activities or introduce new business for discussion at this time or on a future City Council agenda.

CITY MANAGER REPORT

CITY ATTORNEY REPORT

ADJOURN

MINUTES

LOVELAND CITY COUNCIL SPECIAL MEETING
1:30 P.M. FRIDAY, OCTOBER 31, 2014
PARKS AND RECREATION CONFERENCE ROOM
(Original location) CITY MANAGER'S CONFERENCE ROOM
500 EAST THIRD STREET, THIRD FLOOR
LOVELAND, COLORADO

1:30 P.M.

CALL TO ORDER at 1:38 p.m.

ROLL CALL: The following responded: Gutierrez, Clark, McKean, Taylor, Trenary, Krenning and Farley.

Acting City Attorney, Judy Schmidt and Human Resources Director, Julia Holland attended.

1. EXECUTIVE SESSION

CONDUCT OF INTERVIEWS, EVALUATION OF AND DELIBERATION REGARDING CANDIDATES

Councilor McKean moved to go into Executive Session to interview applicants for the position of City Attorney and to evaluate and deliberate as to the qualifications and merits of such applicants as authorized by the following section of the Colorado Revised Statutes and the City of Loveland Charter: Personnel matters to include the interview of, review, evaluation, consideration of, references for, and deliberation regarding such candidates for position of City Attorney and authorized by C.R.S. §24-6-402(4)(f) and Charter Section 4-4(c)(5); and To consider applications and materials related to candidates for the position of City Attorney, which are documents protected by the mandatory nondisclosure provisions of the Colorado Open Records Act, as authorized by C.R.S. § 24-6-402(4)(g) and Charter Section 4-4(c)(6); and since these personnel matters will be the subject of future negotiations, to determine negotiation strategy and to instruct negotiators concerning such positions and strategy as authorized by C.R.S. § 24-6-402(4)(e) and Charter Section 4-4(c)(1); and As needed to receive legal advice from the City Attorney's Office as Authorized in C.R.S. §24-6-402(4)(b) and Charter Section 4-4(c)(3) at 1:40 p.m. The motion, seconded by Councilor Taylor, carried with all councilors voting in favor thereof.

Councilor Fogle arrived at 1:41 p.m. and Councilor Shaffer arrived at 1:43 p.m. City Manager, Bill Cahill entered at 2:21 p.m. City Manager and Acting City Attorney exit at 2:34 p.m. prior to interviews. Interviews scheduled for 2:30 and 3:45 p.m. Executive Session ended at 4:45 p.m. Reconvened to Regular Session

2. OPEN SESSION

No discussion.

ADJOURNMENT

Having no further business to come before Council, the October 31, 2014 Special Meeting was adjourned at 4:45 p.m.

Respectfully Submitted,

Teresa G. Andrews, City Clerk

Cecil A. Gutierrez, Mayor

**MINUTES
LOVELAND CITY COUNCIL MEETING
TUESDAY, NOVEMBER 4, 2014
CITY COUNCIL CHAMBERS
500 EAST THIRD STREET
LOVELAND, COLORADO**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL: The following councilors were present: Gutierrez, Clark, Trenary, Taylor, Farley, McKean, and Fogle. Councilor Shaffer arrived at 6:40p.m. Councilor Krenning was absent.

Mayor Gutierrez read the proclamation declaring November 2014 as American Music Month. Ruth Hale and Gary Knapp received the proclamation.

Anyone in the audience will be given time to speak to any item on the Consent Agenda. Please ask for that item to be removed from the Consent Agenda. Items pulled will be heard at the beginning of the Regular Agenda. Members of the public will be given an opportunity to speak to the item before the Council acts upon it.

Public hearings remaining on the Consent Agenda are considered to have been opened and closed, with the information furnished in connection with these items considered as the only evidence presented. Adoption of the items remaining on the Consent Agenda is considered as adoption of the staff recommendation for those items.

Anyone making a comment during any portion of tonight's meeting should come forward to a microphone and identify yourself before being recognized by the Mayor. Please do not interrupt other speakers. Side conversations should be moved outside the Council Chambers. Please limit comments to no more than three minutes.

Mayor Pro Tem Clark moved to approve the Consent Agenda as submitted. The motion, seconded by Councilor McKean, carried with all Councilors present voting in favor.

CONSENT AGENDA

1. CITY CLERK (presenter: Terry Andrews)

APPROVAL OF MEETING MINUTES

1. A Motion to Approve the City Council Meeting Minutes for the October 7, 2014 Regular Meeting was approved.

This is an administrative action to approve the City Council meeting minutes for the October 7, 2014 Regular Meeting.

2. A Motion to Approve the City Council Special Meeting Minutes for the October 14, 2014 Special Meeting was approved.

This is an administrative action to approve the City Council Special Meeting minutes for the October 14, 2014 Special Meeting.

2. **CITY MANAGER** (presenter: Bill Cahill)
APPOINTMENT OF MEMBER TO THE VISUAL ARTS COMMISSION

A Motion to Appoint Abbie Powers to the Visual Arts Commission for a Partial Term Effective until December 31, 2016 was approved.

This is administrative action recommending the appointment of a member to the Visual Arts Commission.

3. CITY MANAGER (presenter: Bill Cahill)

SUPPLEMENTAL APPROPRIATION FOR REGIONAL TAX INCREMENT FINANCING STUDY

A Motion to Approve and Order Published on Second Reading an Ordinance Enacting a Supplemental Budget and Appropriation to the 2014 City of Loveland Budget for the City of Loveland's Share of a Regional Tax Increment Financing Study was approved.

This is an administrative action. The ordinance on second reading appropriates funding for the City's share of the costs of a regional study on the use of tax increment financing with the County in the future. The study will be managed by Larimer County, with funding contributions from the county and all the cities. This ordinance was approved unanimously on first reading by Council at the October 21, 2014 regular meeting.

4. ECONOMIC DEVELOPMENT (presenter: Mike Scholl)

VALUE PLASTICS, INC. INCENTIVE AGREEMENT AND SUPPLEMENTAL APPROPRIATION

A Motion to Approve and Order Published on Second Reading an Ordinance on Enacting a Supplemental Budget and Appropriation to the 2014 City of Loveland Budget for an Incentive Agreement with Nordson Corporation/Value Plastics was approved.

This is an administrative action. The appropriation, for \$255,330 from the Economic Incentive Fund, would be used to cover the additional cost of water and sewer line infrastructure and additional water and sewer tap fees. The original agreement was approved by Council on October 1, 2013. The amended incentive package will cost \$255,330. The funds will be appropriated from the Economic Incentive Fund which has a current balance of \$985,120. The amendment agreement and the first reading of the appropriation ordinance was unanimously approved by City Council at the October 21, 2014 regular meeting.

5. CITY CLERK (presenter: Terry Andrews)

DOWNTOWN DEVELOPMENT AUTHORITY ELECTION PROCEDURES

A Public Hearing was held and a Motion to Approve and Order Published on First Reading an Ordinance Authorizing Election Procedures in Connection with Downtown Development Authority Elections Conducted by the City Clerk was approved.

This is a legislative action. This ordinance will amend the term "eligible elector" to mean the same as "qualified elector" for purposes of conducting elections relative to a Downtown Development Authority ("DDA"). "Qualified electors" for a DDA include residents, landowners, and lessees of property located within the proposed DDA boundaries, and include designated representatives of landowners or lessees which are not natural persons. This ordinance will allow the City Clerk to provide ballots to all qualified electors, when conducting DDA elections.

6. FINANCE (presenter: Brent Worthington)

WRAP-UP SUPPLEMENTAL APPROPRIATION FOR 2014 BUDGET

A Public Hearing was held and a Motion to Approve and Order Published on First Reading an Ordinance Enacting a Supplemental Budget and Appropriation to the 2014 City of Loveland Budget was approved.

This is an administrative action. The ordinance appropriates funding for police overtime and equipment costs funded by Federal and State grants and re-budgets items previously approved by Council for accounting and audit purposes in the amount of \$1,248,760. The ordinance is funded by Federal and State revenues not anticipated in the 2014 Budget adoption and by available reserves in the Fleet Fund, which reduces the flexibility to fund other Fleet projects. The items re-budgeted is movement of costs between funds and does not affect the overall budget.

7. **PUBLIC WORKS** (presenter: Dave Klockeman)
SAFE ROUTES GRANT PROJECT- GARFIELD ELEMENTARY SCHOOL SIDEWALKS
1. **A Motion to Adopt Resolution #R-77-2014 Approving an Intergovernmental Agreement between the City of Loveland, Colorado and the State of Colorado, Acting by and through, the Colorado Department of Transportation for Garfield Elementary School Sidewalk Improvements was approved.**
2. **A Public Hearing was held and a Motion to Approve and Order Published on First Reading an Ordinance Enacting a Supplemental Budget and Appropriation to the 2014 City of Loveland Budget for Garfield Elementary School Sidewalk Improvements was approved.**
These are administrative actions. The City has received a CDOT grant through the Safe Routes to School (SRTS) Program for the construction of sidewalk improvements in the vicinity of Garfield Elementary School at 8th and Colorado. The resolution authorizes the Loveland City Manager to execute the Grant Agreement. The Ordinance appropriates the Grant funds in the amount of \$113,000.

8. **WATER & POWER** (presenter: Garth Silvernale)
IGA FOR POWER OPERATIONS MUTUAL AID
A Motion to Adopt Resolution #R-78-2014 Approving an Intergovernmental Agreement Among the Town of Estes Park, the City of Fort Collins, the City of Longmont, the City of Loveland and Platte River Power Authority for Power Operations Mutual Aid was approved.
This is an administrative action to approve an Intergovernmental Agreement (IGA) for mutual aid in the area of power operations between the Town of Estes Park, the Cities of Longmont, Fort Collins and Loveland and Platte River Power Authority.

9. **PARKS & RECREATION** (presenter: Keven Aggers)
FIELD LIGHT CONTRACT AWARD TO MUSCO SPORTS LIGHTING LLC
A Motion to Award a Contract to Musco Sports Lighting LLC for Barnes Field Light Replacement in the Amount Not to Exceed \$610,000 and Authorize the City Manager to Execute the Contract was approved.
This is an administrative action to approve a contract with Musco Lighting LLC for \$610,000 for the replacement of sports field lighting at Barnes Fields 1-4. Budget dollars were allocated in the 2014 Budget for this project.

10. **FINANCE** (presenter: Brent Worthington)
FINANCIAL REPORT FOR SEPTEMBER 2014
This is an information only item. The Snapshot Report includes the City's preliminary revenue and expenditures including detailed reports on tax revenue and health claims year to date, ending September 30, 2014.

11. **CITY MANAGER** (presenter: Alan Krcmarik)
INVESTMENT REPORT FOR SEPTEMBER 2014
This is an information only item. The 2014 budget projection for investment earnings for 2014 is \$2,025,920 which equates to an annual interest rate of 0.94%. For September,

the amount posted to the investment account is \$119,609. For the year-to-date, the amount posted is \$1,435,319. Actual earnings are below the year-to-date budget projection by \$114,884. Based on the monthly statement, the estimated annualized yield in September on the securities held by US Bank was up to 1.02% compared to 0.98% in August. Due to the demands for draws from the fund balances to pay for the cost of flood response and project repair, and slow reimbursement, the portfolio is about \$12 million lower than September 2013.

END OF CONSENT AGENDA

CITY CLERK READS TITLES OF ORDINANCES ON THE CONSENT AGENDA

PUBLIC COMMENT

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

Eric Sutherland, Ft. Collins resident, expressed concern regarding the Urban Renewal Authority in the City of Loveland.

Tom Buchanan, 910 8th Ave, Announcement of Veteran's day events.

PROCEDURAL INFORMATION

Anyone in the audience will be given time to speak to any item on the Regular Agenda before the Council acts upon it. The Mayor will call for public comment following the staff report. All public hearings are conducted in accordance with Council Policy. When Council is considering adoption of an ordinance on first reading, Loveland's Charter only requires that a majority of the Council quorum present vote in favor of the ordinance for it to be adopted on first reading. However, when an ordinance is being considered on second or final reading, at least five of the nine members of Council must vote in favor of the ordinance for it to become law.

REGULAR AGENDA

CONSIDERATION OF ITEMS REMOVED FROM CONSENT AGENDA

**12. ECONOMIC DEVELOPMENT (presenters: Marcie Erion & Karen Bogren)
HACH INCENTIVE AND CITY USE TAX WAIVER AGREEMENT**

Business Development Specialist, Marcie Erion and Karen Bogren from Hach Company, introduced this item to Council. This is an administrative action. Hach Co. has requested an incentive package from the City that totals \$1 million for their new 86,000 square foot, \$25 million facility. The package includes a waiver of building permit fees and city use taxes along with a rebate of Business Personal Property Tax. The Loveland Development Fund and Larimer County, are contributing to the package as well. In addition, the Colorado Office of Economic Development and International Trade (OEDIT) may provide some incentives. Consistent with the approved Economic Development Incentive Policy, the item was brought before Council at the September 16, 2014 regular meeting as an informational item. At that time, City Council provided direction to staff to bring the incentive agreement for Hach Co. to Council for formal consideration. This action would result in foregone revenue to the City of Loveland through the waiver of Building Permit Fees and City Use Taxes as well as rebates of Business Personal Property taxes. Mayor Gutierrez asked for public comment. The public comment was closed at 7:09 p.m. **Councilor Shaffer moved to Adopt Resolution #R-79-2014 Approving an Incentive Package including Building Permit Fee and City Use Tax Waiver and Business Personal Property Tax Rebate Agreement with Hach Company. The motion, seconded by Councilor Fogle, carried with all Councilors present voting in favor thereof.**

13. ECONOMIC DEVELOPMENT (presenter: Mike Scholl)

EVERGREEN INCENTIVE

Economic Development Manager, Mike Scholl, along with staff members, Sean Keller, Tyler Carlson, and Troy Bliss introduced this item to Council. These are administrative actions. The resolution would authorize the City Manager to sign an agreement based on the approved term sheet included in the packet. The 2nd reading of the appropriation will occur only after the agreement has been finalized, signed and shared with Council. Evergreen Development Company, a large regional developer (<http://evgre.com/>) with successful projects in six different states, has asked the City for assistance with the \$9.7 million infill development project at the corner of 34 and 287 (see attached map). Evergreen has the parcels under control and they expect to close contingent on the incentive agreement being approved and the ability to complete design review without major issues. Our design review team has worked proactively with Evergreen over the last three months and the review process has moved forward smoothly. Evergreen is seeking a \$2.2 development grant from the City that would be repaid with interest through the normal collection of sales tax from their anchor tenant, Sprouts. Based on the projections provided by the tenant, the loan would be repaid within six years. They have also requested a waiver of the Construction Materials Use Tax not to exceed \$97,000. To address any potential shortfall, Evergreen has agreed to provide a completion guarantee and guarantee a minimum loan payment to the City until the debt is repaid. The development grant would be from existing capital funds and repaid through the collection of sales tax at three percent interest. The City will also forgo \$97,000 in revenue from the Materials Use Tax. Mayor Gutierrez asked for public comment: Eric Sutherland spoke regarding property tax increment; Kelly Schraeder, from west Loveland, spoke in support, Jonus Buell, owner of Crunchy Grocer spoke of concern with funding; George Schraeder spoke in support. Mayor Gutierrez closed the public comment at 9:15 p.m.

Councilor Shaffer moved to Approve Resolution #R-80-2014 Authorizing the City Manager to Sign an Economic Incentive Agreement with Evergreen Development Based on the Attached Term Sheet. The motion was seconded by Councilor Farley and carried with seven councilors voting in favor and Councilor McKean voting against.

Councilor Shaffer moved to Approve and Order Published on First Reading an Ordinance Enacting a Supplemental Budget and Appropriation to the 2014 City of Loveland Budget for an Incentive Agreement with Evergreen Development Company. The motion was seconded by Councilor, Farley which carried with seven councilors voting in favor and Councilor McKean voting against.

14. ECONOMIC DEVELOPMENT (presenter: Betsey Hale)

APPOINTMENT TO THE LOVELAND DOWNTOWN PARTNERSHIP BOARD & MOTION TO DISBAND THE LOVELAND DOWNTOWN TEAM

Economic Development Director, Betsey Hale, introduced this item to Council. These are both administrative actions. The first action designates a City representative to the Loveland Downtown Partnership Board of Directors (LDP). The representative may be a member of the Loveland City Council or an employee of the City designated by the City Council to represent the City. The second action disbands the Loveland Downtown Team (LDT) which is an ad hoc group focused on downtown revitalization. The Loveland Downtown Partnership will continue these efforts.

Councilor Fogle moved to Appoint Mayor Pro Tem Clark to the Loveland Downtown Partnership Board. Councilor McKean seconded the motion which carried with seven councilors voting in favor and Councilor Shaffer voting against.

Councilor Shaffer moved to Disband the Loveland Downtown Team, an Ad Hoc Working Group Created by the Loveland City Council, in Recognition of the Formation of the Loveland Downtown Partnership to Champion Redevelopment of

Downtown Loveland. Councilor Fogle seconded the motion which carried with all councilors present voting in favor.

BUSINESS FROM CITY COUNCIL *This is an opportunity for Council Members to report on recent activities or introduce new business for discussion at this time or on a future City Council agenda.*

Shaffer: Attended the North 1-25 Coalition Meeting; MPO meeting on Thursday proposed Hwy 287 north of County Road 17 Taft-Berthoud. Acting Public Works Director, Dave Klockeman spoke. Consensus of Council was to direct the Mayor to send a letter of support for the project.

Gutierrez: Reminder of No meeting on Tuesday, November 11th due to Veteran's Day.

CITY MANAGER REPORT: Leah Bowden, New Director of Public Works starts on Monday, November 10, 2014. Expressed appreciation to Dave Klockeman, Acting Public Works Director. Greg Ward and Ned Sparks received awards at the Fire Awards Ceremony.

CITY ATTORNEY REPORT: None.

ADJOURNMENT

Having no further business to come before Council, the November 4, 2014, Regular Meeting was adjourned at 11:06 p.m.

Respectfully Submitted,

Teresa G. Andrews, City Clerk

Cecil A. Gutierrez, Mayor

MINUTES
LOVELAND CITY COUNCIL MEETING
TUESDAY, NOVEMBER 18, 2014
CITY COUNCIL CHAMBERS
500 EAST THIRD STREET
LOVELAND, COLORADO

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL was called and the following responded: Gutierrez, McKean, Farley, Shaffer, Trenary, Taylor and Krenning. Councilors Clark and Fogle were absent.

Councilor Shaffer read the PROCLAMATION DECLARING THE MONTH OF NOVEMBER AS PANCREATIC CANCER AWARENESS MONTH which was received by Kara Friedrich.

Anyone in the audience will be given time to speak to any item on the Consent Agenda. Please ask for that item to be removed from the Consent Agenda. Items pulled will be heard at the beginning of the Regular Agenda. Members of the public will be given an opportunity to speak to the item before the Council acts upon it.

Public hearings remaining on the Consent Agenda are considered to have been opened and closed, with the information furnished in connection with these items considered as the only evidence presented. Adoption of the items remaining on the Consent Agenda is considered as adoption of the staff recommendation for those items.

Anyone making a comment during any portion of tonight's meeting should come forward to a microphone and identify yourself before being recognized by the Mayor. Please do not interrupt other speakers. Side conversations should be moved outside the Council Chambers. Please limit comments to no more than three minutes.

Mayor Gutierrez asked if anyone wished to remove items from the Consent Agenda. Councilor Shaffer moved to approve Items #1- 7 on the Consent Agenda. Councilor Farley seconded the motion which carried with all councilors present voting in favor.

CONSENT AGENDA

1. **CITY CLERK** (presenter: Jeannie Weaver)

APPROVAL OF MEETING MINUTES

1. **A Motion to Approve the City Council Meeting Minutes for the October 21, 2014 Regular Meeting was approved.**

This is an administrative action to approve the City Council meeting minutes for the October 21, 2014 Regular Meeting.

2. **A Motion to Approve the City Council Special Meeting Minutes for the October 28, 2014 Special Meeting was approved.**

This is an administrative action to approve the City Council Special Meeting minutes for the October 28, 2014 Special Meeting.

2. **BOARDS & COMMISSION APPOINTMENTS** (presenter: Bill Cahill)

APPOINTMENTS TO THE LOVELAND UTILITIES COMMISSION AND PLANNING COMMISSION

1. **A Motion to Appoint Anita Marchant to the Loveland Utilities Commission for**

a Partial Term Effective Until June 30, 2015 was approved.

2. A Motion to Appoint Patrick McFall to the Planning Commission for a Partial Term Effective Until December 31, 2015 was approved.

These are administrative actions recommending the appointment of members to the Loveland Utilities Commission and the Planning Commission.

3. FINANCE (presenter: Brent Worthington)

WRAP-UP SUPPLEMENTAL APPROPRIATION FOR 2014 BUDGET

A Motion to Approve and Order Published on Second Reading Ordinance #5902 Enacting a Supplemental Budget and Appropriation to the 2014 City of Loveland Budget was approved.

This is an administrative action. The ordinance on second reading appropriates funding for police overtime and equipment costs funded by Federal and State grants and re-budgets items previously approved by Council for accounting and audit purposes in the amount of \$1,248,760. The ordinance is funded by Federal and State revenues not anticipated in the 2014 Budget adoption and by available reserves in the Fleet Fund, which reduces the flexibility to fund other Fleet projects. The items re-budgeted is movement of costs between funds and does not affect the overall budget. This ordinance was approved unanimously on first reading by Council at the November 4, 2014 regular meeting.

4. PUBLIC WORKS (presenter: Dave Klockeman)

SAFE ROUTES GRANT PROJECT- GARFIELD ELEMENTARY SCHOOL SIDEWALKS

A Motion to Approve and Order Published on Second Reading Ordinance #5904 Enacting a Supplemental Budget and Appropriation to the 2014 City of Loveland Budget for Garfield Elementary School Sidewalk Improvements was approved.

This is an administrative action. The City has received a CDOT grant through the Safe Routes to School (SRTS) Program for the construction of sidewalk improvements in the vicinity of Garfield Elementary School at 8th and Colorado. The Ordinance appropriates the Grant funds in the amount of \$113,000. The project is funded from federal funds. The ordinance was approved unanimously on first reading by Council at the November 4, 2014 regular meeting.

5. CITY CLERK (presenter: Jeannie Weaver)

DDA ELECTION PROCEDURES AND CALL FOR SPECIAL ELECTION

1. A Motion to Approve and Order Published on Second Reading Ordinance #5903 Authorizing Election Procedures in Connection with Downtown Development Authority Elections Conducted by the City Clerk was approved.

2. A Public Hearing was held and a Motion to Approve and Order Published on First Reading an Ordinance Calling a Special Election of the City of Loveland, Colorado on February 10, 2015 to Submit to the Qualified Electors of a Proposed Loveland Downtown Development Authority (“The DDA”) the Question Concerning the Establishment of the DDA was approved.

3. A Motion to Approve Resolution #R-82-2014 Calling a Special Election of the City of Loveland, Colorado on February 10, 2015 to Submit to the Qualified Electors of a Proposed Loveland Downtown Development Authority (“The DDA”) the Question Concerning the Formation of the DDA was approved.

This is a combination of legislative and administrative actions, including:

1. An ordinance on second reading amending the term “eligible elector” to mean the same as “qualified elector” for purposes of conducting elections relative to a “DDA”. This ordinance was approved unanimously by Council on November 4, 2014;

2. An ordinance on first reading submitting the question of whether a “DDA” should be formed to the qualified electors, as required by Colorado Revised Statute §31-25-804; and

3. A resolution calling a special election for the purposes of submitting the question of whether a "DDA" should be formed to qualified electors, as required by Section 6-3 of the Municipal Charter for the City of Loveland.

6. DEVELOPMENT SERVICES (presenter: Troy Bliss)

VACATION OF PUBLIC RIGHTS-OF-WAYS

A Public Hearing was held and a Motion to Approve and Order Published on First Reading an Ordinance Vacating Public Right-of-Ways (Alley) within the Webster Addition, City of Loveland, Larimer County and within the Water Addition, City of Loveland, Larimer County and Vacating a Public Right-of-Way (Undeveloped Street) within the Water Sixth Subdivision, City of Loveland, Larimer County, Colorado was approved.

Webster Addition/Water Addition – Alley Vacation (PZ #14-00115)

This is a legislative action to consider adoption of an ordinance on first reading, vacating a non-existent undeveloped 15-foot wide alley that runs from N. Boise Avenue to N. Madison Avenue.

Water Sixth Subdivision – Dolomite Place Vacation (PZ #14-00054)

This is a legislative action to consider adoption of an ordinance on first reading, vacating a non-existent undeveloped street named Dolomite Place that was dedicated for a specific development proposal in 2005.

The two applications are associated with one another due to their proximity and relationship to the undeveloped property known as the Water Sixth Subdivision. This is an undeveloped subdivision of approximately 0.8 acres in size, located on the west side of N. Boise Avenue between E. 4th Street and Zinc Street. The intent is to vacate the undeveloped rights-of-way that encumber this subdivision and all the lots within the block. This would allow for future development opportunities on the Water Sixth Subdivision and remove any non-conformities that may exist on individual lots to the west, such as structures being built onto or over the existing alley.

7. FIRE & RESCUE (presenter: Randy Mirowski)

SALE OF OLD FIRE STATION NO. 2

A Public Hearing was held and a Motion to Approve and Order Published on First Reading an Ordinance Authorizing the Sale of Old Fire Station No. 2 Located at 2750 North Taft Avenue Pursuant to Section 4-7 of the City of Loveland Municipal Charter was approved.

This is an administrative action to approve the sale of the real property and structure(s) of old Fire Station Two located at 2750 North Taft Ave., Loveland, CO 80538, subject to certain terms and conditions. This is a direct cash sale of the property to Thompson Valley Health Services District (TVHSD) from the City of Loveland for a total price of \$450,000. The funds from the sale of the old fire station are expected to return to the General Fund.

END OF CONSENT AGENDA

CITY CLERK READS TITLES OF ORDINANCES ON THE CONSENT AGENDA

PUBLIC COMMENT

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

Philip Bearly; resident of Campion at 4025 Candle Street, spoke on the proposed Berthoud Annexation located near Cty Rd 40, Hwy 60 & S Taft and Cty Rd 14 near the water tower.

PROCEDURAL INFORMATION

Anyone in the audience will be given time to speak to any item on the Regular Agenda before the Council acts upon it. The Mayor will call for public comment following the staff report. All public hearings are conducted in accordance with Council Policy. When Council is considering adoption

of an ordinance on first reading, Loveland's Charter only requires that a majority of the Council quorum present vote in favor of the ordinance for it to be adopted on first reading. However, when an ordinance is being considered on second or final reading, at least five of the nine members of Council must vote in favor of the ordinance for it to become law.

REGULAR AGENDA

CONSIDERATION OF ITEMS REMOVED FROM CONSENT AGENDA

Councilor Krenning asked to move Item #10 immediately following Item #8.

8. **HUMAN RESOURCES** (presenter: Julia Holland)

HEALTHSTAT EMPLOYEE CLINIC UPDATE

Human Resources Director, Julia Holland introduced this item to Council. This is an information only item to update Council on the City's Employee Clinic.

10. **HUMAN RESOURCES** (presenter: Julia Holland)

APPOINTMENT OF THE CITY ATTORNEY

This is an administrative action to appoint Ms. Tami Yellico as City Attorney based on the recruitment process and to authorize the Mayor to execute an employment contract consistent with direction provided to negotiators.

Councilor Shaffer moved to Appoint Tami Yellico as the Loveland City Attorney and Authorize the Mayor to Execute an Employment Agreement with Ms. Yellico on Terms and Conditions Consistent with Council's Direction to its Negotiators. Councilor McKean seconded the motion which carried with all councilors present voting in favor.

City Manager recused himself because he is a resident of this area. Assistant City Manager, Rod Wensing was present.

9. **DEVELOPMENT SERVICES** (presenter: Troy Bliss)

KENDALL BROOK APPEAL HEARING

Appeal of the August 11, 2014, Planning Commission Decision Regarding the Kendall Brook Multi-Family Preliminary Development Plan and Preliminary Plat

Mayor Gutierrez opened the public hearing at 7:38 p.m.

Senior Planner, Troy Bliss introduced this item to Council. This appeal requires a public hearing and quasi-judicial action by the City Council. The appellant, Larry Buckendorf on behalf of Journey Homes, LLC, is appealing the Planning Commission's August 11, 2014 denial of the proposed 120-unit Kendall Brook multi-family project to be located on 7.6 acres on the south side of 50th Street between Georgetown Drive and Avon Avenue, west of N. Taft Avenue. As a de novo hearing, new evidence and testimony are allowed. There has been extensive neighborhood objection expressed about this project.

Councilor Krenning moved to approve an extra 10 minutes for rebuttal. The motion was seconded by Councilor Farley and carried with six councilors voting in favor and Councilor McKean voting against.

Caroline White, Appellant with team; Larry Buckendorf, Chris Pickett, Gene Coppolla, and Charlie Smith.

Citizens: Donna White on behalf of Pat McFall supported the Planning Commission's decision. Bill Reinant was concerned about parking. Chirs Rigowski was concerned about impact on neighborhood. Sue Schneider was concerned about impact on the neighborhood. Brad Scarf supported the Planning Commission's decision. Chris White supported the Planning Commission's decision. Sue Lilly to submit a petition to represent KB Taft Farms and Harvest Gold homeowners. George Fitzgerald spoke about a good deal is only a good deal if everyone thinks so. Paul Kiser was concerned about the poor rating of Journey Homes.

Sarah Painter was concerned about a personal experience with a concrete repour at her home. Paul Burns was concerned about two issues not yet discussed. Chuck Glasmyer, 4950 Georgetown Drive, supported the Planning Commission's decision. Alice Wilson spoke in support of Planning Commission's decision. Robert White, 2010 Arkansas Street was concerned about impact on schools. Mike Hansen, 1990 Arkansas Street, was concerned about traffic. Irene Fortune, Avon Avenue, supported the Planning Commission's decision. John Hannah, 920 Arkansas Street, supported the Planning Commission's decision. The public hearing was closed at 10:07 p.m. Appellant requested and a 5 minute break was taken. Carolyn White, spoke in rebuttal on behalf of the appellant and supported the development. Discussion ensued. **Councilor Shaffer moved to uphold the August 11, 2014 decision of the Planning Commission and deny approval of the Kendall Brook Multi-Family Preliminary Development Plan and Preliminary Plat. Councilor Krenning seconded the motion which carried unanimously with all councilors present voting in favor. The City Attorney directed staff to return with findings and conclusions for Council's confirmation at the next regular meeting.**

BUSINESS FROM CITY COUNCIL

This is an opportunity for Council Members to report on recent activities or introduce new business for discussion at this time or on a future City Council agenda.

Krenning:	Addressed citizen question of posting meetings. City Manager will direct the posting on the website.
Shaffer:	Announced Metropolitan Planning Organization meeting in December was to be held in Loveland at the Police and Courts Building, but is asking to relocate the meeting to the new Public Works Building on December 4, 2014, at 6:30 p.m.
Farley:	Announced Youth Fundraiser raised several hundred dollars for trip; Announced next event for Loveland Center of Business Development is selling wares at the Visitor's Center; Announced the final report from the Urban Land Institute is out today on website.
McKean:	Will be attending the Governor's Task Force at 12:30 – 4 p.m.
Trenary:	Announced the Affordable Housing Commission report; asked for a report from staff.
Gutierrez:	Attended SAINT Awards Dinner; Reminded public about the Museum Wine Testing at the Rialto, Thursday, December 20, 2014.

CITY MANAGER REPORT:

Announced January City Council work session is Saturday, January 24, 2015; asked for a small planning committee- Councilor Shaffer and Councilor McKean volunteered. Introduced Leah Browder, new Public Works Director and Mark Miller, new Fire Chief.

CITY ATTORNEY REPORT

None.

ADJOURNMENT

Having no further business to come before Council, the November 18, 2014, Regular Meeting was adjourned at 11:53 p.m.

Respectfully Submitted,

Teresa G. Andrews, City Clerk

Cecil A. Gutierrez, Mayor

**MINUTES
LOVELAND CITY COUNCIL
STUDY SESSION
TUESDAY, NOVEMBER 25, 2014
CITY COUNCIL CHAMBERS
500 EAST THIRD STREET
LOVELAND, COLORADO**

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

1. **PUBLIC INFORMATION** **(presenters: Tom Hacker; 60 min)**

2014 QUALITY OF LIFE SURVEY RESULTS

Presentation of Results from the 2014 “Quality of Life Survey” of City Residents

Public Information Officer, Tom Hacker presented this item to Council to review the results of the 2014 “Quality of Life Survey.” Responses came from 1,131 participating Loveland residents to questions about services, facilities and opportunities provided by the City. The presentation also contained previous survey results that have been implemented by City departments. Discussion and feedback given involved the use of the results and action on the responses received. Two additional avenues suggested to create more questions on the survey were to take it to the Boards and Commissions Summit and the CML Conference in June for input from a wide range of interested parties. Council thanked staff for the presentation.

ADJOURNMENT

Having no further business to come before Council, the November 25, 2014 Study Session was adjourned at 7:26 p.m.

Respectfully Submitted,

Jeannie M. Weaver, Deputy City Clerk

Cecil A. Gutierrez, Mayor



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: 2
MEETING DATE: 12/16/2014
TO: City Council
FROM: City Manager
PRESENTER: Bill Cahill, City Manager

TITLE:
Appointment to the Human Services Commission

RECOMMENDED CITY COUNCIL ACTION:

A motion to appoint Marcy Yoder to the Human Services Commission for a partial term effective until June 30, 2016.

OPTIONS:

1. Adopt the action as recommended
2. Deny the action

SUMMARY:

This is administrative action recommending the appointment of a member to the Human Services Commission.

BUDGET IMPACT:

Positive
 Negative
 Neutral or negligible

BACKGROUND:

Lorna Green resigned from the Human Services Commission on December 5, 2014. Marcy Yoder has been serving as an alternate member on the commission since her August 5, 2014 appointment. The interview committee recommends appointing Marcy Yoder to the Human Services Commission for a partial term effective until June 20, 2016.

REVIEWED BY CITY MANAGER:

William D. Cahill

LIST OF ATTACHMENTS:

None



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AGENDA ITEM: 3
MEETING DATE: 12/16/2014
TO: City Council
FROM: Bill Cahill, City Manager
PRESENTER: Bill Cahill, City Manager

TITLE:

A Resolution Adopting the Schedule of the 2015 Meeting Dates for the Loveland City Council and the City's Boards and Commissions

RECOMMENDED CITY COUNCIL ACTION:

Approve the resolution.

OPTIONS:

1. Adopt the action as recommended
2. Deny the action

SUMMARY:

This is an administrative action pursuant to City Code Section 2.14.020B to set the 2015 Meeting Dates, Times, and Locations for the City Council and for the City's Boards and Commissions.

BUDGET IMPACT:

- Positive
- Negative
- Neutral or negligible

BACKGROUND:

Section 2.14.020B of the Loveland Municipal Code requires the City Council to establish meeting dates for all City Boards and Commissions and other policymaking and rulemaking bodies of the City. Attached as **Exhibit A** to the proposed resolution, is a list of the meeting dates, times, and places for the City Council and all City Boards and Commissions for 2015. The City Manager is also authorized in Section 2 of the resolution to schedule City Council study sessions, as needed, on the second, fourth, and fifth Tuesdays of the month, and to cancel them if not needed. This resolution is adopted at the end of each year for the upcoming year.

REVIEWED BY CITY MANAGER:

William D. Cahill

LIST OF ATTACHMENTS:

1. Resolution with Exhibit A- 2015 List City Boards and Commissions Meeting Dates, Times, and Locations

RESOLUTION #R-89-2014**A RESOLUTION ADOPTING THE SCHEDULE OF THE 2015 MEETING DATES
FOR THE LOVELAND CITY COUNCIL
AND THE CITY'S BOARDS AND COMMISSIONS**

WHEREAS, City Code Section 2.14.020B. provides that each year at the City Council's last regularly scheduled meeting, the City Council shall establish for the upcoming calendar year the regular meeting dates of all boards, committees, commissions, and other policymaking and rulemaking bodies of the City; and

WHEREAS, Code Section 2.14.020B. requires that seven days after such meeting dates are so established that the meeting dates shall be published once in a newspaper of general circulation in the City and be posted in a conspicuous place in the City Municipal Building; and

WHEREAS, Section 2.14.020B. also requires that the secretary or clerk of each of the City's boards, committees, commissions, and other policymaking and rulemaking bodies shall provide notification of the regularly scheduled date of such meetings in advance of or on occasion of any special meetings duly called to those qualified electors who have made written request to the City for such notification; and

WHEREAS, the purpose of this Resolution is to so establish said meeting dates for 2015, and to require the publication, posting and notifications required in City Code Section 2.14.020B.

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

Section 1. That the schedule of regular meeting dates, times and places in 2015 for the Loveland City Council and the City's boards and commissions, a copy of which is attached as **Exhibit "A"** and incorporated by reference, is hereby adopted as provided in City Code Section 2.14.020B.

Section 2. That the City Council may, from time to time, change by motion the date, time and place of any of its regular meetings in 2015 as established in this Resolution and those of the City's boards and commissions. In addition, the City Manager, in consultation with the Mayor, is authorized to schedule Council study sessions on the second, fourth and fifth Tuesday of every month in 2015 as needed and to cancel any such scheduled Tuesday study session if there is no study session item to present or ready to present to Council.

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

Section 4. That in addition, the City Clerk shall notify the secretary of each of the City's boards, committees, commissions, and other policymaking and rulemaking bodies to provide notification of this notice of meetings to all qualified electors who have requested such notice in accordance with Section 2.14.020B.

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

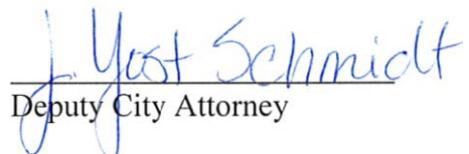
ADOPTED this 16th day of December, 2014.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



J. Yost Schmidt
Deputy City Attorney

Exhibit "A"

LOVELAND'S CITY COUNCIL AND BOARDS AND COMMISSIONS
Meeting Dates, Times & Locations

AFFORDABLE HOUSING COMMISSION 9 members	Meets the second Thursday of each month at 5:15 p.m. in the City Manager's Conference Room, 500 East Third Street, Suite 330.
CITY COUNCIL 9 members	Meets the first and third Tuesday of each month for regular meetings at 6:30 p.m. and the second and fourth Tuesday of each month for a study session at 6:30 p.m. in the City Council Chambers, 500 East Third Street.
CITIZENS' FINANCE ADVISORY COMMISSION 9 members	Meets the second Wednesday of each month at 6:00 p.m. in the City Council Chambers, 500 East Third Street.
COMMUNITY MARKETING COMMISSION 7 members	Meets the third Wednesday of each month at 6:00 p.m. in the City Council Chambers, 500 East Third Street.
CONSTRUCTION ADVISORY BOARD 11 members	Meets the fourth Wednesday of each month at 6:00 p.m. in the City Council Chambers, 500 East Third Street.
CULTURAL SERVICES BOARD 7 members	Meets the fourth Tuesday of each month at 4:30 p.m. at the Loveland Museum, 503 North Lincoln Avenue.
DISABILITIES ADVISORY COMMISSION 12 members	Meets the second Monday of each month at 6:00 p.m. at the Library in the Gertrude Scott meeting room, 300 North Adams Avenue.
EMPLOYEE RETIREMENT PLAN BOARD 5 members	Meets the second Wednesday of February, May, August, and November at 3:00 p.m. in the City Manager's Conference Room, 500 East Third Street.
FIRE AND RESCUE ADVISORY COMMISSION 9 members	Meets the second Wednesday of each month at 5:30 p.m., at Fire Station #1, 410 East Fifth Street.
FIRE RETIREMENT PLAN BOARD 3 members	Meets the first Friday of March, June, September and December at 10:00 a.m. in the Administrative Conference Room, 2 nd Floor, Fire Administration Building, 410 East Fifth Street.
GOLF ADVISORY BOARD 9 members	Meets the fourth Wednesday of each month at 5:15 p.m. in the Parks & Recreation Conference Room, 500 East Third Street.
HISTORIC PRESERVATION COMMISSION 7 members	Meets the third Monday of each month at 6:00 p.m. in the City Council Chambers, 500 East Third Street.
HOUSING AUTHORITY 5 members	Meets the fourth Wednesday of each month at 4:00 p.m. at 375 W. 37 th Street.
HUMAN SERVICES COMMISSION 11 members	Meets the first Thursday of each month at 6:00 p.m. in the City Council Chambers, 500 East Third Street.
LIBRARY BOARD 7 members	Meets the third Thursday of each month at 5:00 p.m. at the Library, 300 North Adams Avenue.
LOCAL LICENSING AUTHORITY	Meets the third Thursday of each month at 8:30 a.m. in the City Council Chambers, 500 East Third Street. The Municipal Judge is the Authority.

LOVELAND UTILITIES COMMISSION 9 members	Meets the third Wednesday of each month at 4:00 p.m. in the Service Center Board Room, 200 N. Wilson Avenue.
OPEN LANDS ADVISORY COMMISSION 9 members	Meets the second Wednesday of each month at 5:30 p.m. in the Parks and Recreation Conference Room, 500 East Third Street.
PARKS AND RECREATION COMMISSION 9 members	Meets the second Thursday of each month at 4:30 p.m. in the Parks and Recreation Conference Room, 500 East Third Street.
PLANNING COMMISSION 9 members	Meets the second and fourth Monday of each month at 6:30 p.m. in the City Council Chambers, 500 East Third Street.
POLICE CITIZEN ADVISORY BOARD 9 members	Meets the first Monday of each month at 5:30 p.m. at the Police & Courts Building, 810 E. 10 th Street.
POLICE PENSION BOARD OF TRUSTEES 5 members	Meets the third Tuesday in February, May, August and November of each year at 2:00 p.m. at the Police & Courts Building, 810 E. 10 th Street.
SENIOR ADVISORY BOARD 15 members	Meets the first Wednesday of each month at 10:30 a.m. at the Library in the Gertrude Scott meeting room, 300 N. Adams.
TRANSPORTATION ADVISORY BOARD 7 members	Meets the first Monday of each month at 4:00 p.m. in the Public Works Administration Building, 2525 West First Street.
VISUAL ARTS COMMISSION 9 members	Meets the second Thursday of each month at 5:00 p.m. at the Loveland Museum, 503 North Lincoln Avenue.
VOLUNTEER FIREFIGHTERS' BOARD OF TRUSTEES 7 members	Meets the third Wednesday in February, May, August and November at 1:30 p.m. in the City Manager's Conference Room, 500 East Third Street.
YOUTH ADVISORY COMMISSION 12 members	Meets the first Wednesday of each month, September through May, at 5:00 p.m. at the Loveland Public Library, 300 N. Adams Avenue.



AGENDA ITEM:	4
MEETING DATE:	12/16/2014
TO:	Mayor and City Council
FROM:	Rod Wensing, Assistant City Manager
PRESENTER:	Rod Wensing, Assistant City Manager

TITLE:

City of Loveland 2015 Legislative Policy Agenda Brochure

RECOMMENDED CITY COUNCIL ACTION:

A motion to adopt the 2015 City Council Legislative Policy Agenda and authorize the City Manager and designees to respond promptly, carefully, and appropriately to legislative positions indicated within the Legislative Policy Agenda, as well as other legislative items or action that may adversely impact the interests of the City and its citizens as they arise.

OPTIONS:

1. Adopt the action as recommended
2. Deny the action
3. Adopt a modified action (specify in the motion)
4. Refer back to staff for further development and consideration
5. Adopt a motion continuing the item to a future Council meeting

SUMMARY:

This is an administrative action. The Council Legislative Review Committee and City staff is recommending approval of the attached 2015 Loveland City Council Legislative Policy Agenda and the authorization of the City Manager and his designees to respond to legislative issues as they arise.

BUDGET IMPACT:

Positive
 Negative
 Neutral or negligible

BACKGROUND:

The Legislative Review Committee members are Councilors Shaffer, Taylor, and Trenary. As in the past, this Legislative Policy Agenda is purposely designed to allow maximum flexibility to the organization while still highlighting locally focused concerns and values for use by all Councilors and staff when approaching legislative issues at the State and Federal level.

The 2015 document changes include additional sections referring to local flood recovery, federal carbon rules and the removal of a section referencing sales, use and franchise tax regulations. These changes were provided to Council in advance for their review and comment.

REVIEWED BY CITY MANAGER:



LIST OF ATTACHMENTS:

1. Proposed 2015 Loveland City Council Legislative Policy Agenda Brochure

CITY MANAGEMENT STAFF

Bill Cahill, City Manager
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Steve Adams, Water & Power Director
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Terry Andrews, City Clerk
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Leah Browder, Public Works Director
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Greg George, Development Services Director
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Betsey Hale, Economic Development Director
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Luke Hecker, Police Chief
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Julia Holland, Human Resources Director
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Susan Ison, Cultural Services Director
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Marcia Lewis, Library Director
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Mark Miller, Fire Chief
970-962-2827 mark.miller@cityofloveland.org

Bill Westbrook, Information Technology Director
970-962-2330 bill.westbrook@cityofloveland.org

Brent Worthington, Finance Director
970-962-2300 brent.worthington@cityofloveland.org

LOVELAND, COLORADO

Loveland is a community of approximately 71,000 residents, located at the foot of the Rocky Mountains along Colorado's Front Range. It is central to the Northern Colorado region at the intersection of Interstate 25 and US Highway 34. Our community is rich with natural beauty, accentuated by the Big Thompson River and Lake Loveland at its heart. Our trails and parks systems showcase the natural beauty. Loveland is a nationally renowned center for art, particularly sculpture.

Loveland has a **Council-Manager form of government**. The citizens of Loveland passed their Home Rule Charter in May 1996. The City of Loveland provides a full range of services including: solid waste, electricity, water, sewer, storm water, fire, police, parks, recreation, street maintenance, airport, transit, library, museum, theater, public art, tourism and other traditional municipal services.

Sales tax and fees for services are the primary sources of revenue. Loveland collects its own sales tax. While citizens want to retain the right to vote on all new taxes, they voted in November 2011 to allow the City to keep revenues in excess of the TABOR revenue limit through 2024. Any excess revenues are restricted to specific purposes (i.e. parks, fire, and police).

POLICY AGENDA

This Executive Summary of the Loveland City Council Legislative Policy Agenda contains highlights of policy statements for use by Council members and staff in approaching legislative issues. The City of Loveland is an active member of the Colorado Municipal League and National League of Cities.

For additional information contact:

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CITY OF LOVELAND COLORADO



2015 Legislative Policy Agenda Executive Summary

CITY COUNCIL

Mayor Cecil Gutierrez
Dave Clark
Phil Farley
John Fogle
Troy Krenning
Hugh McKean
Joan Shaffer
Chauncey Taylor
Ralph Trenary

LEGISLATIVE REVIEW COMMITTEE

Councilor Joan Shaffer
Councilor Ralph Trenary
Councilor Chauncey Taylor

WATER & POWER RESOURCES

Loveland depends on water supplied from the Big Thompson River, the Colorado-Big Thompson Project and the Windy Gap Project. Our ability to fully develop and utilize these resources is crucial to our community's sustainability and success.

Basin of Origin

Any transfer of native flows from Northern Colorado to other basins must compensate the native basin. Any basin of origin bill must not unduly inhibit Loveland's ability to acquire agricultural water rights and change the use of any such rights for inclusion in Loveland's water supply system.

Water Quality

Water quality proposals must not infringe on Loveland's ability to seek water court protection of its water rights.

Well Regulation

Well regulation proposals must ensure that junior well depletions are fully replaced so that senior water rights are fully protected.

Water Supply Development

Loveland would likely support policies designed to encourage water supply development within the existing framework of the Colorado water law.

Public Trust Doctrine

Loveland opposes any efforts to revise the administration of water rights that would change the stream flow regime for rivers and could damage Loveland's critical water supply planning efforts.

FEDERAL CARBON REGULATIONS

We support sensible regulation of carbon output that is balanced with the economic interests of our residents and businesses. Our investments in clean energy production through the Platte River Power Authority must be credited along with a sensible consideration of facility location when new regulations are proposed.

LOCAL CONTROL

Loveland strongly supports the preservation of local control.

We strongly support local control and home rule. The citizens of home rule municipal governments are entitled through the State Constitution to maximum flexibility and discretion in levying taxes and fees, determining community goals, implementing local policy, and delivering public services. The City of Loveland can be most responsive to its citizens through the preservation of home rule authority, particularly as it pertains to labor/management relations, local police powers, the provision of municipal utility services and the administration of land use policy.

BUDGET

The City opposes state and federal mandates that are not funded by those levels of government.

Managing scarce resources is difficult at every level of government. The City of Loveland supports intergovernmental partnerships and collaborative problem solving. We are not in a position to be able to absorb the costs of programs mandated by federal and state governments.

HIGHWAY AND TRANSPORTATION FUNDING

Loveland supports efforts to increase funding for transportation needs.

Transportation is a priority. Loveland advocates for the development of regional transportation funding sources to assist with the solutions to the interstate and state highway infrastructure deficiencies. Loveland also supports expanding the authority of local-taxing authorities to generate local matching funds for transportation improvements. Congressional action on long term Federal transportation funding is essential to the economic health of Loveland and Northern Colorado, and to support Loveland's ability to plan and assist local and regional economic development.

URBAN RENEWAL AUTHORITY

Loveland supports policies that provide viable local financing mechanisms directed at transforming

unproductive and unsafe property into an asset that creates value for the community.

P.31

TAX POLICY

Loveland advocates for a complete reevaluation of all of the components of Colorado's tax structure to arrive at a comprehensive solution to more appropriately address the impact of economic fluctuations equitably across all functional areas within the State budget. The burden of state-imposed tax relief should not be borne by local government.

Internet Sales Tax Collection

Loveland maintains that web-based internet businesses should be required to collect local sales taxes in a similar manner as brick and mortar businesses in order to create commerce equity.

Motor Vehicle Use Tax

Loveland supports the current distribution of the Motor Vehicle use tax as allocated to the jurisdiction in which the vehicle is registered so that the tax can support the street maintenance effort where the vehicle is domiciled. Loveland supports continued utilization of FASTER fees to support local transit and transportation priorities.

FLOOD RECOVERY

Loveland strongly encourages the State to develop a more effective and expeditious means of distributing owed FEMA reimbursements for the 2013 Flood losses and damages of community assets. This action will allow the City to fund important and necessary infrastructure projects that will improve local resiliency in the future.



AGENDA ITEM:	5
MEETING DATE:	12/16/2014
TO:	City Council
FROM:	Greg George, Development Services
PRESENTER:	Bethany Clark, Development Services

TITLE:

A Resolution of the Loveland Urban Renewal Authority awarding a Façade Incentive Grant to the Owner of the Building Located at 136-140 East 4th Street and Authorizing a Façade Incentive Grant Agreement

RECOMMENDED CITY COUNCIL ACTION:

Convene as the Loveland Urban Renewal Authority Board of Commissioners and move to adopt the resolution as presented.

OPTIONS:

1. Adopt the action as recommended
2. Deny the action
3. Adopt a modified action (specify in the motion)
4. Refer back to staff for further development and consideration
5. Adopt a motion continuing the item to a future Council meeting

SUMMARY:

This item is an administrative action to adopt a resolution. The Façade Incentive Program provides grants of up to 10 percent of total development costs for buildings in the Urban Renewal Area, not to exceed 100 percent of the façade costs. In October of 2014, staff received an application from Howard Perko with 351 Linden Street, LLC. The applicant is requesting a Façade Incentive Grant for the Arcadia Hotel located at 136-140 East 4th Street. Mr. Perko is requesting a grant of \$154,601 to cover the costs of façade improvements for a building rehabilitation project totaling \$1,934,700. The requested grant amount of \$154,601 is not available in the current LURA grant funds. City staff is recommending that the remaining balance in the LURA grant funds of \$47,490 be awarded.

BUDGET IMPACT:

Positive
 Negative
 Neutral or negligible

City Council appropriated general seed funds for the LURA Façade program in November of 2007 and appropriated additional TIF funds in December of 2011 to be dedicated for the Façade Improvement Program. In 2013, a fund balance of \$36,310 was rolled over into the 2014 Façade Program budget. Added to this fund balance were TIF funds generated in 2013 of \$23,680, for a total fund balance of \$59,990. One \$12,500 Matching Grant was awarded in July 2014, resulting in the current fund balance \$47,490.

BACKGROUND:

Staff reviewed the application and has confirmed that it meets the requirements laid out by the LURA. In addition, the City's Executive Fiscal Advisor prepared a fiscal analysis of the economic impacts of the redevelopment project, outlined in the staff report.

Additional incentive requests from the Economic Development Department will be presented to City Council in January 2015. These two incentive requests would normally be brought to City Council together, but funds in the LURA account must be allocated to a specific project before the end of the year.

REVIEWED BY CITY MANAGER:**LIST OF ATTACHMENTS:**

1. Resolution
2. Staff Report

RESOLUTION #R-90-2014**A RESOLUTION OF THE LOVELAND URBAN RENEWAL AUTHORITY
AWARDING A FAÇADE INCENTIVE GRANT TO THE OWNER OF THE
BUILDING LOCATED AT 136-140 EAST 4TH STREET, LOVELAND,
COLOARDO, AND AUTHORIZING A FAÇADE INCENTIVE GRANT
AGREEMENT**

WHEREAS, on November 20, 2007, the Loveland City Council, acting as Board of Commissioners (“Board”) of the Loveland Urban Renewal Authority (“LURA”), approved Resolution #R-118-2007 creating the Façade Incentive Grant Program; and

WHEREAS, the Façade Incentive Grant Program is intended to: (a) promote improvements to structures in the Downtown Urban Renewal Plan Area (“Plan Area”); (b) preserve the unique character of Downtown Loveland’s historic buildings by providing greater leverage to private investment and historic preservation monies; and (c) encourage aesthetic compatibility for improvements to façades of non-historic structures by providing leverage to private investment monies; and

WHEREAS, under the Façade Incentive Grant Program, Façade Incentive Grants are available to applicants for property that lies within the boundaries of the Plan Area; and

WHEREAS, the Façade Incentive Grant Program provides funds of up to ten percent (10%) of the total project costs, not to exceed one hundred percent (100%) of the eligible costs of improving, refurbishing, and/or reconstructing building façades within the Plan Area, pursuant to a competitive grant process, and subject to the execution of a façade incentive grant agreement between the LURA and the applicant; and

WHEREAS, in October 2014, the Owner filed an application (“**Application**”) for a Façade Incentive Grant for purposes of making certain façade improvements described in Exhibit A of the Façade Incentive Grant Program (“**Project**”), to the building owned by Owner and located at 136-140 East 4th Street in Downtown Loveland; and

WHEREAS, the Loveland Downtown Partnership reviewed the Application and recommended that the City Council, acting as the Board of the LURA, adopt a resolution awarding a Façade Incentive Grant to the Owner in an amount of at least \$47,490.00, which amount could be increased by additional funds which may be made available by supplemental or other appropriation in the discretion of City Council, (“**Grant Amount**”); and

WHEREAS, the LURA desires to award a Façade Incentive Grant in the Grant Amount to the recipients for the Project on the terms and conditions set forth in the Façade Incentive Grant Agreement attached hereto as Exhibit A and incorporated herein by reference; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOVELAND, ACTING AS THE BOARD OF COMMISSIONERS OF THE LOVELAND URBAN RENEWAL AUTHORITY:

Section 1. That the Board of Commissioners hereby finds that the Project: (a) includes improvements of a public nature at least equal in value to the Grant provided by LURA under the Façade Matching Grant Agreements for each Property; (b) eliminates blight and prevent the development or spread of blight in the Plan Area; and (c) furthers the redevelopment of the Properties in a manner benefitting the public interest and consistent with the Urban Renewal Plan adopted by LURA for the Plan Area.

Section 2. That the Board of Commissioners hereby approves the Façade Incentive Grant in the amount of \$47,490.00 to the Recipients for the Project, which amount may be increased by additionally appropriated funds that may be made available by a supplemental or other appropriation ordinance adopted by City Council, but which amount shall not exceed a total of Seventy-Seven Thousand Four Hundred and Ninety Dollars (\$77,490.00).

Section 3. That the Board of Commissioners hereby approves the form of the Façade Incentive Grant Agreement attached hereto as Exhibit A and delegates to the City Manager, on behalf of LURA, the authority to administer the terms and conditions of the Grant Agreement, including, without limitation, the power to grant extensions of Commencement Dates and Completion Dates as set forth therein.

Section 4. That the Board of Commissioners hereby authorizes the City Manager, on behalf of LURA, to enter into the Grant Agreement with the Grant Recipient for the Grant Amount. The City Manager, in consultation with the City Attorney, may amend the Grant Agreement in form or substance as deemed necessary to effectuate the purposes of this Resolution or to protect the interests of the City and LURA.

Section 5. That the Recipient shall have thirty (30) calendar days from the effective date of this Resolution in which to sign the Grant Agreement. If the Recipient fails to sign the Grant Agreement on or before said date, the award made in Section 2 above shall automatically be rescinded; provided, however, that the City Manager may, prior to said date, extend the date for signature upon written request of the Grant Recipient for good cause shown.

Section 6. That this Resolution shall take effect as of the date of its adoption.

ADOPTED this 16th day of December, 2014.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

J. Yost Schmidt
Deputy City Attorney

FAÇADE INCENTIVE GRANT AGREEMENT

THIS FAÇADE INCENTIVE GRANT AGREEMENT (“Agreement”) is made this _____ day of _____, 2014, by and between the LOVELAND URBAN RENEWAL AUTHORITY (“LURA”) and 351 LINDEN STREET, LLC, d/b/a RIVER REDEVELOPMENT, LLC, a Colorado limited liability company (“Owner”).

RECITALS

WHEREAS, on November 20, 2007, the Loveland City Council, acting as the Board of Commissioners (“Board”) of the Loveland Urban Renewal Authority (“LURA”), approved Resolution #R-118-2007 creating the Façade Incentive Grant Program; and

WHEREAS, the Façade Incentive Grant Program is intended to: (a) promote improvements to structures in the Downtown Urban Renewal Plan Area (“Plan Area”); (b) preserve the unique character of Downtown Loveland’s historic buildings by providing greater leverage to private investment and historic preservation monies; and (c) encourage aesthetic compatibility for improvements to façades of non-historic structures by providing leverage to private investment monies; and

WHEREAS, under the Façade Incentive Grant Program, Façade Incentive Grants are available to applicants for property that lies within the boundaries of the Plan Area; and

WHEREAS, the Façade Incentive Grant Program provides funds of up to ten percent (10%) of the total project costs, not to exceed one hundred percent (100%) of the eligible costs of improving, refurbishing, and/or reconstructing building façades within the Plan Area, pursuant to a competitive grant process, and subject to the execution of a façade grant agreement between the LURA and the applicant; and

WHEREAS, in October 2014, the Owner filed an application (“Application”) for a Façade Incentive Grant for purposes of making certain façade improvements (“Façade Improvements”) described in **Exhibit A** (“Project”), attached hereto and incorporated herein by reference, to the building (“Building”) owned by Owner; and

WHEREAS, the Building is located on the following described real property known as 136-140 East 4th Street (“Property”) in Downtown Loveland:

Lots 1 & 2, located in Block 16, Loveland (Original Town) (001), Larimer County, Colorado

; and

WHEREAS, under the Colorado Urban Renewal Act, C.R.S. § 31-25-102, *et seq.*, the LURA has the authority to acquire by purchase or otherwise, an easement on, over, under and across any real property; and

WHEREAS, the LURA has agreed to the payment of certain monies to the Owner for the LURA's purchase and acquisition of an easement from the Owner on, over, under, and across the façade of the Property in exchange for certain commitments from the Owner in connection with the design, construction, maintenance, and use of such improvements that exceed normal development requirements; and

WHEREAS, the Loveland Downtown Partnership reviewed the Application and recommended that the City Council, acting as the Board of the LURA, adopt a resolution awarding a Façade Incentive Grant to the Owner in the amount of at least \$47,490.00 ("Grant Amount") which amount may be increased by an amount equal to additionally appropriated funds that may be available by a supplemental or other appropriation ordinance adopted by City Council; and

WHEREAS, on December 16, 2014, the Board of the LURA adopted Resolution #R-____, in which it awarded a Façade Incentive Grant to the Owner and found that the Project: (a) includes improvements of a public nature at least equal in value to the Grant Amount; (b) eliminates blight and prevents the development or spread of blight in the Plan Area; and (c) furthers the redevelopment of the Property in a manner benefitting the public interest and consistent with the Urban Renewal Plan adopted by the LURA for the Plan Area; and

WHEREAS, in accordance with the requirements of Resolution #R-____, the Owner and the LURA now desire to enter into this Façade Incentive Grant Agreement ("Agreement"); and

WHEREAS, Owner and the LURA acknowledge that the City of Loveland, a Colorado Municipal Corporation, ("City") is an intended third-party beneficiary to this Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and promises contained herein, the parties agree as follows:

1. Owner agrees to undertake and complete the Project in accordance with the terms of this Agreement.

2. In consideration of this Agreement, the Owner intends to rehabilitate and renovate the existing historic features on the north and east side(s) of the Property, all consistent with the designs (including the facia, soffits, exterior walls, signage, doors, windows, canopies and all structural support materials) described in **Exhibit "A"**, attached hereto and incorporated herein ("Façade Improvements"). The Owner will cause the Façade Improvements to be constructed substantially in accordance with **Exhibit A**.

3. The Owner agrees to grant to the LURA an easement on, over, under, and across the west and south sides of the Property for the purpose of preserving thereon the structural support of a new façade and for maintenance thereof in accordance with the terms and conditions of this Agreement ("Façade Easement"). The Façade Easement shall be in substantially the same form set forth on **Exhibit "B"** attached hereto and incorporated herein.

4. Owner shall commence construction of the Project on or before that date which is six (6) months after the date of this Agreement (“**Commencement Date**”), and shall complete the Project on or before that date which is one (1) year after the date of this Agreement (“**Completion Date**”). Owner shall be deemed to have commenced construction of the Project on the date a building permit for the Project is issued, or if no building permit is required for the Project, on the date Owner’s contractor physically commences construction of the Façade Improvements. The Project shall be deemed to be complete as of the date on which the City, in its reasonable discretion, determines that the Project is substantially complete.

5. If Owner is unable to commence the Project on or before the Commencement Date or complete the Project on or before the Completion Date, Owner may request an extension by written notice to the LURA given on or before the applicable date, which notice shall set forth the reasons for the request. The City Manager may, on behalf of the LURA, extend the Commencement and/or Completion Date, as applicable, by written notice to Owner, if the City Manager determines, in the exercise of reasonable discretion, that Owner has shown good cause for the requested extension and adequate progress is being made.

6. If Owner does not commence the Project on or before the Commencement Date or complete the Project on or before the Completion Date (as such dates may be extended in accordance with this Agreement), the LURA shall have no further obligation to pay the Grant amount to Owner and this Agreement shall terminate.

7. Execution of this Agreement by LURA shall be expressly contingent upon the Owner delivering to LURA at the Owner’s expense a title insurance commitment issued by a title insurance company licensed by the State of Colorado and doing business in Larimer County, Colorado, showing the status of the record title to the Property (the “Title Commitment”). The Title Commitment shall commit to insure title to the Façade Easement in LURA in the amount of the purchase price for the Façade Easement, free and clear of all liens and encumbrances. The Title Commitment shall further commit to provide protection to LURA against any lien, or right to a lien, imposed by law and not shown by the public records, for services, labor or material furnished to the Property prior to acquisition of the Façade Easement.

8. LURA shall purchase the Façade Easement from the owner at a cost equal to the actual design and construction costs of the Façade Improvements, an amount of Forty Seven Thousand Four Hundred and Ninety Thousand Dollars (\$47,490.00) the (“Purchase Price”). The Purchase Price may be increased by an amount equal to additionally appropriated funds that may be available by a supplemental or other appropriation ordinance adopted by City Council, which amount shall not exceed Seventy-Seven Thousand Four Hundred and Ninety Dollars (\$77,490.00). If future monies are appropriated for this Project, then this contract shall be deemed amended to include such additional amounts as the Purchase Price. The Purchase Price shall be contingent upon receipt of the following documentation and occurrence of all of the following conditions:

- (a) Written notice by the Owner to the City of completion of the Façade Improvements, as outlined on attached **Exhibit A**, within thirty (30) days of completion;
- (b) Written documentation of approved right-of-way encroachment permits or right-of-way vacations from the Colorado Department of Transportation and the City for the north and east sides of the Property;

- (c) Proof of payment by the Owner of the premium for issuance of the title insurance policy based on the Title Commitment to be provided prior to LURA's execution of this Agreement;
- (d) Receipt by LURA of the Façade Easement for the Façade Improvements in the form attached hereto as **Exhibit B** which shall include the notarized signatures of all persons then having an ownership interest in the Property and consented to in writing by the Lienholder and all other Lienholders of record on the date of execution of the Façade Easement.
- (e) Approval by LURA of the completed Façade Improvements in accordance with the approved designs therefor;
- (f) A written request for payment of the Grant Amount, including Owner's representation that the Project has been substantially completed in accordance with the terms and conditions set forth in this Agreement ("Payment Request"); and
- (g) Submittal by the Owner's construction contractor of an accurate and detailed accounting of the costs of the Façade Improvements ("Payment Documentation").

9. From time-to-time during construction of the Project and within ten (10) business days after receipt of the Payment Request, the LURA shall have the right to inspect the Project to determine compliance with the terms and conditions of this Agreement.

10. If Owner has completed the Project in compliance with the terms and conditions of this Agreement, the LURA shall pay the Grant Amount to the Owner within forty-five (45) days after receipt of the Payment Request and Payment Documentation.

11. The provisions of this Agreement and the burdens and benefits herein shall be covenants running with the Property for a period of ten (10) years, commencing upon the date this Agreement is recorded as set forth below (the "Term"), and shall inure to the benefit of, and be binding upon, all future owners of the Property in accordance with the following:

- (a) Upon payment of the Grant Amount to the Owner, the LURA shall record, at its cost, a copy of this Agreement in the real property records of the Clerk and Recorder of Larimer County, Colorado. Such recording shall constitute a consensual grant by Owner, and by its successors and assigns, to the LURA of a lien against the Property to secure payment of any and all amounts due and owing under this Agreement. The lien granted herein shall remain a lien against the Property until all amounts owed to the LURA under this Agreement are paid in full.
- (b) The Façade Improvements shall be maintained in good condition and repair and without modification, except as may be approved by the LURA in writing, for the Term of this Agreement.
- (c) If the Owner or its successors fails to maintain the Façade Improvements in good condition and repair and without modification except as may be approved by the City in writing, for the Term of this Agreement, then the Owner or its successors shall repay to the LURA the "Unamortized Portion" of the Grant Award remaining as of the date on which the City notifies the Owner of such failure. The "Unamortized Portion" of the Grant Amount shall be calculated by dividing the Grant Amount by the one hundred twenty (120) months in Term and multiplying the resulting monthly amount by the number of months

remaining in the Term as of the date on which the City notifies the Owner of the failure to maintain the Façade Improvements. For example, if the Façade Improvements are maintained in good condition and repair for 119 months out of the 120 months, and the Purchase Price is equivalent to \$47,490, the amount due under this subparagraph would be \$395.75 ($\$47,490 \div 120 \times 1$ month). The Owner acknowledges and agrees, for itself and its successors, that they shall be jointly and severally liable for any repayment due to the LURA under this Agreement.

(d) The Owner specifically represents that to the best of its knowledge, as of the date of this Agreement, all portions of the Property are in compliance with all environmental protection and anti-pollution laws, rules, regulations, orders or requirements, including solid waste requirements, as defined by the U. S. Environmental Protection Agency Regulations at 40 C.F.R., Part 261, and that the Property is in compliance with all such requirements pertaining to the disposal or existence in or on such Property of any hazardous substances, pollutants or contaminants, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder. The Owner, for itself and its successor(s) in interest, does hereby indemnify and hold harmless LURA from and against any damage, liability, loss or expense (including attorneys' fees and costs) incurred by LURA arising out of, or in any way connected with the environmental conditions on, of or directly and physically affecting the Property that exist as of the date of this Agreement. LURA agrees to give notice to the Owner of any claim made against them to which this indemnity and hold harmless agreement by the Owner could apply, and the Owner shall have the right to defend any lawsuit based on such claim and to settle any such claim provided Owner must obtain a complete discharge of all LURA liability through such settlement.

(e) LURA shall have no maintenance obligation whatsoever for the Façade Improvements or the Building and shall not be liable in any manner for any costs associated with the Façade Improvements or the Building except as expressly provided in this Agreement.

(f) Upon expiration of the Term, this Agreement shall automatically terminate and no longer affect title to the Property.

12. All financial obligations of the LURA arising under this Agreement that are payable after the current fiscal year are contingent upon funds for that purpose being annually appropriated, budgeted, and otherwise made available by the Board, in its discretion, as applicable.

13. It is expressly acknowledged and agreed by the parties hereto that the City is a third-party beneficiary to this Agreement and shall be entitled to enforce any and all provisions of this Agreement in the same manner as the LURA. In the event that the legal existence of the LURA terminates for any reason during the term of this Agreement, it is expressly acknowledged and agreed by the parties hereto that the City is designated the LURA's successor entity, and all rights and obligations of the LURA set forth herein shall thereupon become the rights and obligations of the City.

14. All notices which may be given to parties hereunder shall be in writing and shall be sent to the parties by first class mail at the addresses specified below:

LURA: City Manager
City of Loveland
500 East Third Street, Suite 330
Loveland, CO 80537

With a copy to: City Attorney
City of Loveland
500 East Third Street, Suite 330
Loveland, CO 80537

Owner: **351 Linden Street, LLC, d/b/a River Redevelopment, LLC**
6955 Milner Mountain Ranch Road
Fort Collins, CO 80526

Or to any change of address given in writing by one party to the others.

15. Should any party default in any of the covenants or obligations in this Agreement, the defaulting party shall pay the non-defaulting party's reasonable expenses in enforcing this Agreement, including reasonable attorneys' fees.

16. This Agreement shall be governed by and enforced in accordance with the laws of the State of Colorado. Venue for any judicial proceeding concerning this Agreement shall be in the District Court for Larimer County, Colorado.

17. The parties hereto acknowledge that there are legal constraints imposed upon the LURA and the City by the constitutions, statutes, and rules and regulations of the State of Colorado and of the United States, and imposed upon the City by its Charter and Code, and that, subject to such constraints, the parties intend to carry out the terms and conditions of this Agreement. Notwithstanding any other provisions of this Agreement to the contrary, in no event shall the parties hereto exercise any power or take any action which shall be prohibited by applicable law. Whenever possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law. If any portion of this Agreement or any application thereof shall be held invalid by a court of competent jurisdiction, such provision or application thereof shall be ineffective only to the extent of such invalidity without invalidating the remainder of such provision or other provisions of this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement to be effective as of the date set forth above.

LOVELAND URBAN RENEWAL AUTHORITY

By: _____
William D. Cahill, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

Deputy City Attorney

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

OWNER:

**351 LINDEN STREET, LLC, d/b/a RIVER
REDEVELOPMENT, LLC, a Colorado limited liability
partnership**

By: _____

Title: _____

STATE OF COLORADO)
) ss
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by

as _____ of 351 Linden Street, LLC, d/b/a
River Redevelopment, LLC.

Witness my hand and official seal.

My commission expires: _____

Notary Public

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT A**Façade Improvements**

The Façade Improvements at the Arcadia Hotel will include: New 2nd floor windows, new brick on north and east sides along public right-of-way, recreation of historic decorative window headers, recreation of historic building cornice, recreation of historic (1884) store fronts, replacement of doors to meet modern code egress requirements, replacement of public sidewalks, installation of trees along Cleveland per City Planning Department, removal of non-historic awnings/signs/appurtenances, accent lighting, new building signs for "Historic Loveland Opera House", and foundation and structural improvements to support and stabilize new facade.



EXHIBIT B

GRANT OF EASEMENT FOR FACADE

351 LINDEN STREET, LLC, d/b/a RIVER REDEVELOPMENT, LLC, a Colorado limited liability company (“Grantor”) is the owner of the following described real property located in the City of Loveland, County of Larimer, State of Colorado:

Lots 1 & 2, located in Block 16, Loveland (Original Town) (001), Larimer County, Colorado

(hereinafter referred to as the “Property”). The street address of the Property is 136-140 East 4th Street, Loveland, Colorado 80537; and

Grantor does hereby grant and convey, in accordance with the following terms and conditions, to the Loveland Urban Renewal Authority, a body corporate and politic (“LURA”), an easement on, over, under and across that portion of the Property constituting the north and east facade of the Property as depicted on **Exhibit “A”** of the Façade Incentive Grant Agreement (“Agreement”).

1. FACADE

The north and east facade of the Property shall consist of those improvements shown on the façade plans and designs which are described in **Exhibit A** of the Agreement, and shall specifically include, without limitation, all signage and canopies depicted thereon.

2. EASEMENT

The Façade Easement granted herein shall be for the purpose of entering on, over, under and across the Property to preserve and maintain the Façade in its reconstructed condition and current location and for structural support of the Façade. Grantor shall be obligated to maintain and repair the Façade, including replacement of all or any part thereof if necessary, in a manner that will preserve the Façade in substantially the same condition as then existing at the time of the completion of the Façade. Grantor shall further be obligated to maintain the Property to the extent required to provide structural support for the Façade. LURA shall have no maintenance obligation whatsoever for the Façade or the Property and shall not be liable in any manner for any costs associated with the Façade or the Property except to the extent expressly required in the Agreement described in Section 8 below.

In the event that Grantor, or its heirs, personal representatives and assigns, shall fail to maintain or repair the Façade (or the Building or Property to provide support for the Façade) as required herein, LURA shall give written notice to Grantor, or its successors and assigns, requiring

Grantor to commence the requested maintenance and repair within ten (10) days of receipt of such notice and to diligently complete such maintenance and repair within a reasonable amount of time thereafter as specified in such notice. If such work is not commenced or is not completed as required by such notice, LURA may, in its sole discretion, cause such work to be completed and may thereafter assess the entire cost of such work against Grantor or its successors and assigns. LURA shall have a lien on the Property to secure any amount owed to it for repair and maintenance performed by it on account of the failure to maintain and repair the Façade or the Property as required herein, and such lien may be foreclosed as provided by law for the foreclosure of real estate mortgages.

3. TERM

The term of the easement granted herein shall be ten (10) years in length, commencing upon the execution of this Grant of Easement for Façade.

4. ALTERATIONS

No alteration of the Façade including, without limitation, alterations of or additions to the signage or canopies approved by LURA and shown on **Exhibit A**, shall be made without the express written approval of LURA, which approval shall not be unreasonably withheld. LURA, in considering such requests, shall take into account the reasons for such request and whether the requested alteration is consistent with the historic character of the original design for the Façade or otherwise is compatible with the character of the redeveloped properties within the Loveland downtown as well as the specific area in which the Property is located. LURA shall not remove or alter the Façade except in performing any maintenance or repair thereof in accordance with this Grant of Easement for Façade.

5. INDEMNIFICATION

Grantor, and its successors and assigns, shall indemnify and hold harmless LURA and the City of Loveland, Colorado (the "City") from and against any damage, liability, loss or expense incurred by LURA or the City (including attorneys' fees and costs) arising out of or in any way connected with the Façade, its use, maintenance, repair or replacement, except with regard to any use, maintenance, repair or replacement made by LURA, its employees, agents or contractors, or caused by the gross negligence or willful misconduct of LURA or its employees, agents or contractors. Further, Grantor, and its successors and assigns, shall indemnify and hold harmless LURA and the City from and against any damage, liability, loss or expense (including attorneys' fees and costs) incurred by LURA arising out of, or in any way connected with the environmental conditions on, of or directly and physically affecting the Property that exist as of the date of this Façade Easement.

6. INSURANCE

Grantor shall purchase and maintain property and casualty insurance on the Property, including the Façade, to the full insurable value thereof. Grantor shall further purchase and maintain general liability coverage in connection with the Property, including the Façade, in

amounts at least equal to the maximum amount of recovery against public entities and employees under the Colorado Governmental Immunity Act, as amended. LURA and the City shall be named as additional insureds on all such policies. All insurance required hereunder shall be issued by an insurance company authorized to do business in Colorado which meets all the requirements of the Division of Insurance for that purpose. LURA or the City may periodically require from Grantor proof of insurance coverage required herein.

7. SUCCESSOR ENTITY TO LURA

In the event that the legal existence of LURA terminates for any reason during the term of this Façade Easement, it is expressly acknowledged by all the parties hereto that the City is designated LURA's successor entity, and all rights and obligations of LURA set forth herein shall thereupon become the rights and obligations of the City.

8. SUBJECT TO AGREEMENT

This Façade Easement shall be subject to the terms and conditions of that Agreement between LURA and the Grantor dated _____, 20____, and recorded with the Clerk and Recorder of Larimer County, Colorado of even date herewith.

DATED this ____ day of _____, 20____.

GRANTOR:
351 LINDEN STREET, LLC,
d/b/a RIVER REDEVELOPMENT, LLC, a Colorado
Limited Liability Partnership

By: _____
 [insert name and title]

STATE OF COLORADO)
)ss
 COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this ____ day of
 _____, 20____, by _____, of 351 LINDEN STREET,
 LLC, d/b/a RIVER REDEVELOPMENT, LLC.

Witness my hand and official seal.

Notary Public
 My commission expires: _____

LIENHOLDER'S CONSENT

By signing below, the Lienholder consents to the granting of this Façade Easement in accordance with the terms and conditions of the Agreement between LURA and the Grantor dated _____, 20____ and recorded with the Clerk and Recorder of Larimer County, Colorado of even date herewith and agree that their lien shall be subordinated to the Agreement and the Façade Easement.

LIENHOLDER:

By: _____

STATE OF COLORADO)
)ss
COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____.

Witness my hand and official seal.

Notary Public
My commission expires: _____



Memorandum

To: Loveland City Council
From: Bethany Clark, Community & Strategic Planning
Date: December 16, 2014
RE: Arcadia Hotel – Façade Incentive Grant Request

Introduction:

The Façade Incentive Grant program is designed to provide an incentive for larger building rehabilitation projects requiring a significant investment. As a result, it is anticipated that these types of projects would generate real property tax revenue. Under this program, the Loveland Urban Renewal Authority can offer an incentive of up to 10 percent of the total project costs, not to exceed 100 percent of the façade costs. As an example:

\$1,000,000 building renovation/improvement with
\$65,000 of the cost in the façade improvement will yield the following:

\$1,000,000 X .10 = \$100,000 maximum eligibility which allows for a
\$65,000 grant from the Urban Renewal Authority.

The purpose of the façade program is to: assist in improving the condition and appearance of downtown buildings by incentivizing façade improvements; to attract capital investment in the downtown and strengthen the City's economic base; to prevent physical and economic deterioration; and to help create a stable tax base. Creating a more vibrant, attractive downtown furthers the City's goal of attracting new businesses and improving economic conditions.

Arcadia Hotel Application:

Howard Perko, with 351 Linden Street, LLC, d/b/a River Redevelopment, LLC, is the owner of the Arcadia Hotel at 136-140 East 4th Street. Mr. Perko submitted a façade grant application requesting a grant of \$154,601, which would cover 100 percent of the cost of proposed façade improvements. Total cost of the rehabilitation project is \$1,934,700. The project includes improvements and upgrades to the HVAC system, electrical system, fire suppression system, ADA accessibility and asbestos abatement, in addition to façade renovation. The grant request is for \$154,601, but only \$47,490 is available in LURA account for façade grants. Staff is recommending that a grant in the amount of \$47,490 be awarded to Mr. Perko for the façade improvements on the Arcadia Hotel.

Fiscal Analysis:

The fiscal analysis (Exhibit B) for the project estimates that payback of the grant amount of \$47,490, would occur in less than 3 years. The City's Executive Fiscal Advisor used conservative assumptions and only included increased property tax collected by the City of Loveland. Tax increment is expected to begin in the third year after completion of the project. The analysis is also based on an estimate of 43 employees in the building, consisting of future tenants and existing retail tenants. Actual revenue receipts by the City will be tracked over the next several years to determine the actual payback period for the grant amount.

Loveland Downtown Partnership Recommendation:

On October 30th, three members of the Loveland Downtown Partnership (LDP) met with the applicant to tour the building and review the applicant's plans for the building and façade. The LDP also discussed the project at their December meeting and were supportive of the plans and the impact the project will have on the downtown.

Exhibits:

Exhibit A: Arcadia Hotel Façade Application

Exhibit B: Fiscal Analysis

Exhibit C: Location Map



Downtown Loveland Façade Improvement Program

INFORMATION AND APPLICATION

PROGRAM INTENT

The Downtown Loveland Urban Renewal Authority (URA) Façade Improvement Program is an initiative intended to promote direct improvements in the appearance of downtown buildings. The program provides grants for façade improvements that support direct investment in downtown buildings and also supports existing merchants who seek to improve the appearance of their storefront.

The Program is intended to:

- Promote improvements to structures in the Loveland Urban Renewal Area and eliminate and prevent conditions that cause blight;
- Preserve the unique character of downtown's historic buildings by providing greater leverage to private investment and historic preservation monies;
- Encourage façade improvements that are consistent with downtown standards for non-historic structures by providing matching grants to merchants and building owners.

ELIGIBLE PROPERTIES

Land and structure(s) must be located in the Core of the Downtown Loveland Urban Renewal Area for the Façade Incentive Program, or within the area bounded by Fifth Street, Third Street, Railroad Ave, and Washington Ave for the Façade Matching Grant Program. Please see the map provided on page 3.

The applicant for the Façade Incentive Program must be the property owner. The applicant for the Façade Matching Grant Program may be the property owner or the business owner, provided that the business owner must have the approval of the building owner to improve the building façade.

PROGRAM INCENTIVES

The program provides two options for applicants to be used for the rehabilitation and renovation of existing building facades that are visible from either the public right-of-way or publicly owned property. The program has two options available based on the needs of the building owner and/or merchant.

1. Façade Incentive Program: The Loveland URA will provide an incentive equal to 10% of the total project redevelopment cost, up to 100% of the cost of eligible façade improvements.
2. Façade Matching Grant Program: The Loveland URA will provide a 1/1 matching grant for the cost of eligible façade improvements. The matching grant shall not exceed \$12,500.

CONTACT INFORMATION

The Downtown Façade Improvement Program is funded by the Loveland Urban Renewal Authority, and administered by the Community and Strategic Planning Department. To learn more about the program please contact Bethany Clark, Planner, City of Loveland at 970-962-2745 or email at bethany.clark@cityofloveland.org

ELIGIBLE FAÇADE IMPROVEMENTS

The following are considered eligible for **both** the Façade Incentive and the Façade Matching Grant Programs:

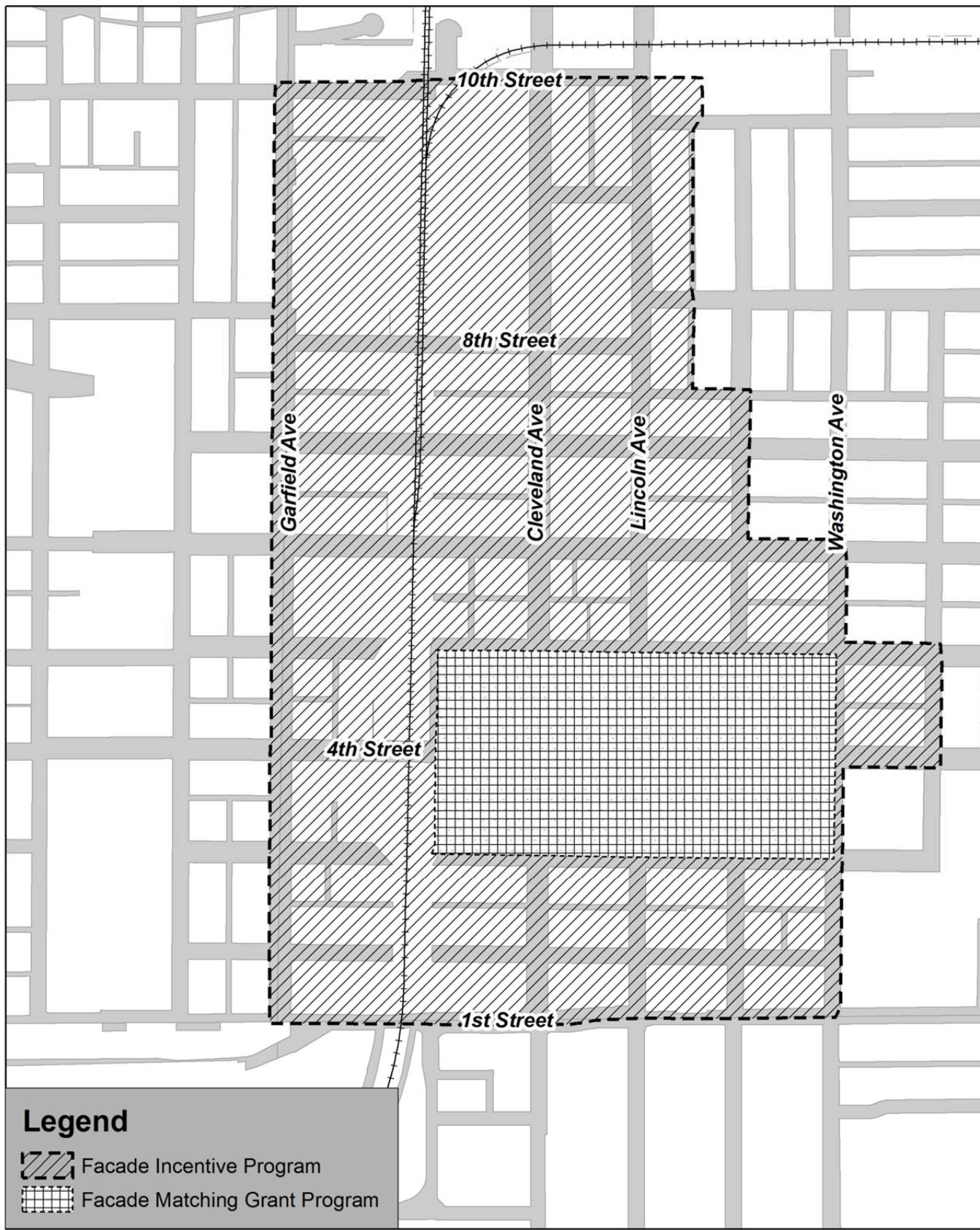
- Restoration of brickwork, wood, masonry, and stucco with “timeless” materials.
- Replacement, repair, or addition of architectural details (e.g. cornices, bulkheads, transoms, etc.)
- Gutters and downspouts;
- Visible roof repairs;
- Windows and doors;
- Signage, in accordance with Loveland Municipal Code standards;
- Entranceway modifications including provisions to improve accessibility in accordance with the Americans with Disabilities Act (ADA);
- Repair, replacement, or reconstruction of stairs, stoops, porches
- Awnings;
- Accent Lighting;
- Removal of non-historic features;
- Siding repair/replacement;
- Window/display areas;
- Security improvements for window/display areas;
- Sidewalks, curbs, driveways, and water and sewer utilities exposed/impacted during renovation activities;
- Structural support elements of the façade, including the repair or replacement of interior structural support elements related to the façade;

INELIGIBLE IMPROVEMENTS

The following improvements are not eligible for the façade improvement program:

- Any improvements not seen from the public right-of-way or publicly owned space;
- Non-permanent fixtures (e.g. portable outdoor dining tables, chairs, flower planters)
- Any interior improvements not related to the repair or maintenance of structural support elements of the façade;
- Business operations-related costs including elimination or reducing debt, business inventory, display fixtures, sweat equity;
- Minor maintenance and repairs;
- Signage, unless it is integrated with comprehensive façade improvements;
- Non-visible roofing;
- Parking lot surfaces;
- Billboards;
- New Construction;
- Property Acquisition;
- Working Capital;
- Refinance of existing debt;
- Loans for speculative purposes;
- Expansion of building area.

If you have questions about the eligibility of your proposed improvements, please contact program staff at 970-962-2745 or clarkbe@ci.loveland.co.us



Facade Improvement Program Boundaries



ADDITIONAL INFORMATION

- All applicants are required to meet existing ordinances and zoning restrictions
- Applicants are not exempt from obtaining the necessary permits to complete the project
- All applications are subject to review and approval by the Loveland Urban Renewal Authority Board and subject to available appropriations.
- Applicants are encouraged to contact program staff prior to submitting an application to review the proposal for eligibility under the above guidelines
- Funds for both the Façade Incentive and Façade Matching Grant Programs will be paid upon completion of the façade improvement as a reimbursement with appropriate receipts for construction costs as outlined in the application
- The applicant, if approved by LURA, has six months to begin construction on the façade improvement and one year to complete the project and submit receipts for reimbursement
- LURA will not cover any cost overruns

EXAMPLE - OPTION 1

10 percent of project development cost

\$500,000	Interior Improvements and Finish
\$75,000	Cost of Façade Improvement
\$575,000	Total Project Cost
(X .10)	
\$57,500	Total eligible grant amount

EXAMPLE OPTION 2

1/1 matching grant

\$25,000	Cost of Façade Improvement
(X.50)	
\$12,500	Total Eligible Grant amount

FAÇADE IMPROVEMENT PROGRAM GRANT APPLICATION

Applicant: _____

Business: _____

Property Owner: _____

Address: _____

Phone: _____

NARRATIVE: Describe the scope of improvements including materials used and color: (For a more complete response, applicants are encouraged to complete the narrative on a separate page)

Please include the following with the application:

- Proof of taxes paid for property or existing business
- Two professional contractor estimates for the cost of the proposed improvements
- Digital photos of the existing building facade and a professional design sketch or rendering
- Written approval of the building owner if renting

Applying For:

Total Construction Cost: _____ (for 10% Incentive Program, if applicable)

Façade Improvement Cost: _____

Total Project Cost: _____

X .10 or X.5

Grant Request: _____





Exterior Rendering

401 W. MOUNTAIN AVENUE SUITE 100 | FORT COLLINS, COLORADO | 970.224.1191 | www.VFLA.com

ARCADIA HOTEL | 09.09.14

Project: Acadia Hotel - Renovations
 Location: Loveland Colorado
 Project Type: Renovations
 Date: September 17, 2014

P.60



Prepared By: GH Phipps Wyoming

DIVISION	DESCRIPTION OF WORK	% COST	LABOR	MATER'L	EQUIP	SUBCONT	Cost Summary	
							TOTAL	\$/S.F.
		0.00						
10000	GENERAL CONDITIONS	12.41%	\$134,236	\$0	\$0	\$8,918	\$143,154	\$10.67
20000	SITEWORK	13.10%	\$44,990	\$9,268	\$25,633	\$71,237	\$151,128	\$11.26
30000	CONCRETE	2.56%	\$0	\$1,200	\$0	\$28,380	\$29,580	\$2.20
40000	MASONRY	7.56%	\$0	\$0	\$0	\$87,200	\$87,200	\$6.50
50000	METALS	2.31%	\$0	\$0	\$0	\$26,595	\$26,595	\$1.98
60000	CARPENTRY	5.69%	\$0	\$0	\$0	\$65,688	\$65,688	\$4.89
70000	INSULATION & MOISTURE	10.65%	\$0	\$0	\$0	\$122,835	\$122,835	\$9.15
80000	DOORS & WINDOWS	5.57%	\$6,125	\$25,750	\$0	\$32,430	\$64,305	\$4.79
90000	FINISHES	12.02%	\$0	\$0	\$8	\$138,625	\$138,625	\$10.33
100000	SPECIALTIES	0.42%	\$595	\$0	\$0	\$4,200	\$4,795	\$0.36
110000	EQUIPMENT	0.00%	\$0	\$0	\$0	\$0	\$0	\$0.00
120000	FURNISHINGS	0.39%	\$0	\$0	\$0	\$4,500	\$4,500	\$0.34
130000	SPECIAL CONSTRUCTION	0.00%	\$0	\$0	\$0	\$0	\$0	\$0.00
140000	CONVEYANCE	0.00%	\$0	\$0	\$0	\$0	\$0	\$0.00
	PLUMBING	5.97%	\$0	\$0	\$0	\$68,922	\$68,922	\$5.14
	FIRE PROTECTION	3.49%	\$0	\$0	\$0	\$40,266	\$40,266	\$3.00
	HVAC	13.12%	\$0	\$0	\$0	\$151,330	\$151,330	\$11.27
160000	ELECTRICAL	4.36%	\$0	\$0	\$0	\$50,332	\$50,332	\$3.75
	SUBTOTAL	99.61%	\$ 185,946	\$ 36,218	\$ 25,641	\$ 901,458	\$1,149,255	\$85.62
	Insurance- Builders Risk	0.00%					\$0	\$0.00
	Insurance- GL, etc	0.00%					\$4,496	\$0.34
	SUBTOTAL	99.61%					\$1,153,751	\$85.96
	OH&P	5.00%					\$60,724	\$4.52
	SUBTOTAL						\$1,214,475	\$90.48
	CONTINGENCY	10.00%					\$121,448	\$9.05
	TOTAL						\$1,335,923	\$99.53

permit

22,500

Façade Improvements

Sidewalks	\$ 9,273
Trees/Landscaping	\$ 8,500
Bike Racks	\$ 1,145
Brick and Masonry	\$ 87,200
Storefront Improvements	\$ 31,930
Exterior Paints	\$ 8,053
Exterior Caulking/Sealing	\$ 8,000
Building Signage	\$ 500
	<hr/>
	\$ 154,601

Treasury Real Property Tax Information

2013 Property Taxes Payable In 2014

Parcel Number: 95133-36-001

Account/Schedule Number: 0445827

Property Information

Owner Name: DAILY HARLEY E

Property Address: 140 E 4TH ST
LOVELAND
LOVELAND 80537

Tax District: 2221

Mill Levy: 77.996

Payment Information

NOTE: All amounts listed do not include delinquent interest

Total Tax Liability: \$6,197.56

Property Balance:

Total Actual Value: \$430,000.00

Check below for tax lien status

Total Assessed Value: \$79,460.00

Full Amount: \$6,197.56 Due April 30

First Half Amount: \$3,098.78 Due February 28

Second Half Amount: \$3,098.78 Due June 16

Property Status

Tax Liens: N

Treasurer's Deed: N **Tax Deferred:** N

Delinquent Prior Year(s) Taxes: N **Certificate of Taxes Due:** 05/14/2014

(Date of Last Certificate of Taxes Due)

***Full Exemption:** N ***Partial Exemption:** N

* Does not include Senior/Veteran exemption

Where My Taxes Go

Levy	Tax Authority	Amount
32.437	THOMPSON R2-J GEN FUND	\$2,577.44
22.424	LARIMER COUNTY	\$1,781.81
9.564	LOVELAND	\$759.96
7.979	THOMPSON R2-J BOND PYMT	\$634.01
2.684	LOVELAND GEN IMP DIST #1	\$213.27

1.766	THOMPSON VALLEY HLTH SVC DST	\$140.33
1.000	N COLO WATER CONS DIST	\$79.46
0.142	LARIMER CO PEST CTRL DST	\$11.28
0.000	LOVELAND URA	\$0.00

NOTE: special assessments, fees and state assessed taxes not shown here

For questions about this information contact the Treasurer's office:
200 W. Oak Street
Suite 2100 Fort Collins, CO 80521

Mailing address:
PO Box 1250 Fort Collins, CO 80522

Send [email](#)

Total Development Cost Budget Worksheet

Arcadia Hotel

Size = 13300

Acquisition

Land	\$ 200,000
Building	\$ 200,000
Title Insurance	\$ -
Closing Costs	\$ 3,032
Surveyor	\$ 800
Environmental Consultant	\$ 400
Appraiser	\$ 1,400
	\$ 405,632

Hard Costs

Construction	\$/sf= \$91.31	\$ 1,214,475
Contingency (10%)		\$ 121,448
Permits/Development Fees		\$ 25,000
		\$ 1,360,923

Soft Costs

Professional Fees

Architectural & Engineering	\$ 70,724
Realtor Broker	\$ 61,953
Owner Agent	\$ -
Marketing	\$ 5,000
	\$ 137,677

Financing Fees

Realestate Taxes	\$ 6,198
Interest Expense	\$ 30,721
Rents During Construction	-\$ 6,450
	\$ 30,469

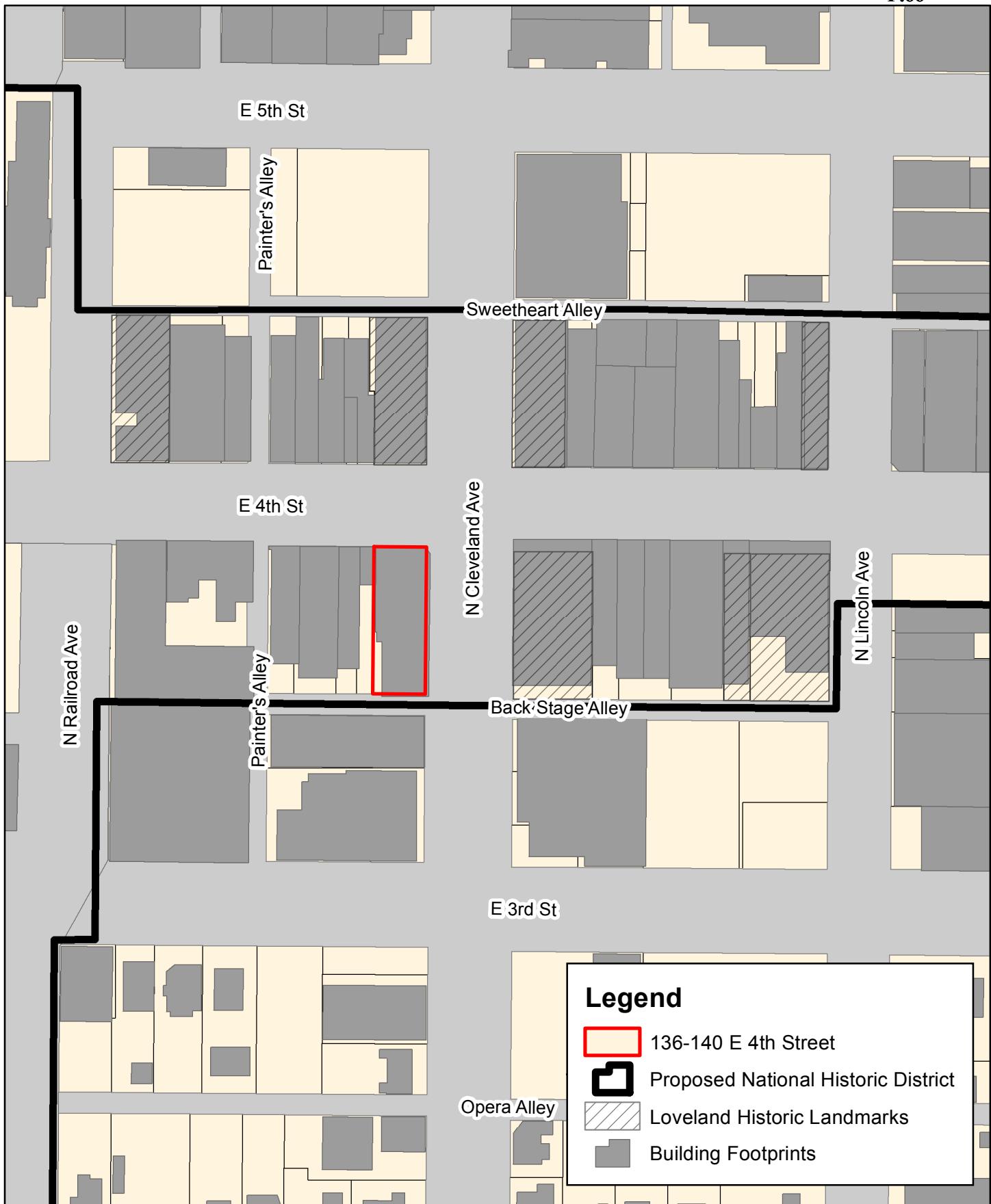
Total Development Costs (TDCs) = \$ 1,934,700
 TDC \$/sf = \$ 145

Fiscal Analysis of the Arcadia Hotel Redevelopment Project

November 2014

	Year 1 2014	Year 2 2015	Year 3 2016	Year 4 2017	Year 5 2018	Year 6 2019
Property Tax City Only		\$ 1,200	\$ 1,218	\$ 1,236	\$ 1,255	\$ 1,274
Building Permit Use Tax		\$ 10,800				
Use Tax on Equipment		\$ 9,000				
Sales Tax from Business		\$ 5,625	\$ 22,500	\$ 22,838	\$ 23,180	\$ 23,528
Employee Sales Tax			\$ 4,500	\$ 4,568	\$ 4,636	\$ 4,706
Total City	\$ -	\$ 26,625	\$ 28,218	\$ 28,642	\$ 29,071	\$ 29,508
Tax Increment			\$ 4,800	\$ 16,000	\$ 16,240	\$ 16,484
Grand Total	\$ -	\$ 26,625	\$ 33,018	\$ 44,642	\$ 45,311	\$ 45,992
City only cumulative		\$ 26,625	\$ 54,843	\$ 83,485	\$ 112,556	\$ 142,064
Grand Total Cumulative		\$ 26,625	\$ 59,643	\$ 104,285	\$ 149,596	\$ 195,588

Based on information provided by the developer, payback of a \$48,000 façade grant would occur prior to the end of year 3.





AGENDA ITEM: 6
MEETING DATE: 12/16/2014
TO: City Council
FROM: Julia Holland, Human Resources Department
PRESENTER: Bettie Greenberg, Risk Manager

TITLE:
Workers' Compensation Insurance Coverage Renewal

RECOMMENDED CITY COUNCIL ACTION:

Adopt a motion to award the City's Workers' Compensation Coverage to Pinnacol Assurance and Authorize the City Manager to enter into a contract with Pinnacol, execute security and collateral agreements required in connection with the contract, and establish a purchase order in the Amount of \$1,240,000.

OPTIONS:

1. Adopt the action as recommended
2. Deny the action
3. Adopt a modified action (specify in the motion)
4. Refer back to staff for further development and consideration
5. Adopt a motion continuing the item to a future Council meeting

SUMMARY:

This is an administrative action to authorize the City Manager to enter into contract with Pinnacol Assurance for 2015 Workers' Compensation coverage, which includes premium costs and claims payable from prior years.

BUDGET IMPACT:

Positive
 Negative
 Neutral or negligible

This contract is within the budget already approved for 2015.

BACKGROUND:

Flood and Peterson, the insurance broker for the City's workers' compensation insurance, took the City's Workers' Compensation coverage to market for bids this year. Only Pinnacol provided a quote. The other insurers all declined to quote as described based on the following reasons.

Travelers	Will not entertain a large deductible on a guaranteed cost program (no additional premium charged for bad loss years) only writing workers' compensation and not all lines of coverage.
BHHC	Class of business – Did not want to write workers compensation for municipalities. Concerned with the various departments and would not be competitive
C.N.A.	Class of business – Concerns with Fire, Police, Trash Haulers and would not be priced competitively
Hartford	Class of business – Doesn't want to write Municipalities
Employers Assurance	Is willing to write only Workers compensation, but not competitively priced for municipalities

The City has budgeted \$1,240,000 for workers' compensation in 2015, compared to \$1,166,630 in 2014. This includes the premium of \$476,206, the loss fund payment of \$25,000, and claims payable under the City's deductible for 2015 and from previous years.

Under the terms of the contract, Pinnacol will adjust workers' compensation claims and bill the City for the amounts paid under the \$75,000 per occurrence deductible. The 2015 premium is \$73,225 higher than last year. The increased premium is primarily due to increased overall workers' comp payroll (4%). The City's experience modifier increased from .70 to .78, which resulted in an additional \$46,583. The firefighter cancer load also increased \$8,852 over 2014. Under the Colorado Workers' Compensation Act, cancer that is contracted by firefighters is generally presumed to be work-related. Finally, the State's overall rates increased approximately 4% overall.

The contract requires collateral of \$250,000, which is down from \$650,000 last year. Pinnacol will also provide loss control services to the City, including but not limited to, industrial hygiene and training programs. The City does not believe it will exceed the budgeted amount, since the contingency amount required by Pinnacol is based on catastrophic events occurring.

REVIEWED BY CITY MANAGER:

William D. Calfee

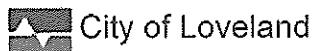
LIST OF ATTACHMENTS:

2015 Pinnacol Quote and Security Information

WORKERS' COMPENSATION

INSURER: PINNACOL ASSURANCE COMPANY

<i>Coverage & Limits</i>	Workers' Compensation Employers' Liability -- Bodily Injury by Accident - Each Accident Bodily Injury by Disease - Each Employee Bodily Injury by Disease - Policy Limit	Statutory \$2,000,000 \$2,000,000 \$2,000,000
<i>States</i>	COLORADO ONLY	
<i>Comment(s)</i>	<p>a. Anyone excluded from this policy should review alternative benefits.</p> <p>b. Subcontractors: Most Workers' Compensation laws provide that you are responsible for injury to employees of your subcontractors who are not otherwise covered by Workers' Compensation insurance. In addition, your insurance company may charge additional premium for them as employees.</p> <p>To avoid this situation, we recommend you require all subcontractors to provide Certificates of Insurance evidencing proper coverage, and these be maintained in your files.</p> <p>c. Rates for certain states are subject to pending rate change.</p> <p>d. If you commence operations in states other than those listed above, we must be notified or there will be no coverage in those states.</p> <p>e. Higher limits may be available. Please contact us if you are interested in pursuing them.</p> <p>f. The premium shown is auditable, and is based on the following payroll estimates:</p>	



Mid Size Deductible Program – Per Claim, No Aggregate

- ✓ Deductible \$75,000 (Per Claim, No Aggregate)
- ✓ Aggregate - None
- ✓ No loss handling charges
- ✓ Collateral Required; \$750,000
- ✓ \$25,000 Deductible Fund Required
- ✓ Paid claims will be billed monthly, with payment due in twenty days
- ✓ Policies subject to audit
- ✓ Rights reserved to request immediate reimbursement of any single claim payment exceeding half the loss fund amount

City of Loveland will be eligible for any general dividends issued by Pinnacol per policy year.

City of Loveland has received the following dividends from Pinnacol:

2009 \$47,491

2010 \$37,368

2011 \$45,828

2012 \$34,836

WORKERS COMPENSATION ANALYSIS

	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016 Estimated
Rating Tier	Preferred Tier	Superior Tier	Superior Tier	Superior Tier	Preferred Tier	No Tier
Payrolls						
Firefighter Load Payrolls	\$46,499,919 \$4,742,679	\$48,143,964 \$4,982,657	\$48,256,060 \$4,923,349	\$51,003,579 \$5,407,394	\$52,882,699 \$5,587,578	\$55,923,615 \$5,775,175
Manual Premium	\$852,759 (Audited)	\$788,696 (Audited)	\$832,691 (Audited)	\$921,493 (Audited)	\$1,195,206 (Unaudited)	\$1,376,466 (Unaudited)
Deductible	\$200,000	\$200,000	\$200,000	\$75,000	\$75,000	\$75,000
Deductible Premium	(\$276,171)	(\$240,868)	(\$364,719)	(\$403,614)	(\$479,278)	(\$608,398)
Non-Deductible Prem-Terrorism	\$9,300	\$9,628	\$9,652	\$10,200	\$10,576	\$11,184
Non-Deductible Prem-Policy Fee	\$165	\$165	\$165	\$195	\$195	\$195
Non-Deductible Prem-Firefighters	\$45,502	\$40,061	\$41,356	\$45,206	\$62,606	\$71,458
Total	\$347,050	\$318,221	\$329,433	\$364,656	\$402,981	\$476,206
Broker Fee	\$25,000	\$25,000	None	None	None	None
Total	\$372,050	\$343,221	\$329,433	\$364,656	\$402,981	\$476,206
Collateral Requirement	\$950,597	\$857,943	\$1,000,000	\$1,000,000	\$625,000	\$250,000
Claim Payment Fund	\$30,000	\$30,000	\$25,000	\$25,000	\$25,000	\$25,000
Number of Claims	121	118	98	118	75	75
Average Days to Report	7.35	5.16	5.46	3.66	3.68	3.68
Incurred Claims	\$316,828	\$419,336	\$309,800	\$567,119	\$404,497	\$404,497
Claims Over \$200,000	0	0	0	0	0	0
Claims Over \$75,000	0	2	0	1	1	0
Claims Over \$50,000	1	2	2	3	2	0
Experience Modifier	0.9	0.87	0.72	0.75	0.7	0.78

This presentation is intended as a summary only and does not include all of the policy terms, conditions and exclusions.
We recommend you read your insurance policies for specific and complete information.

WORKERS COMPENSATION COMPARISON

	Preferred Tier	No Tier		
	2014/2015	2015/2016	Difference	Percent
Exposures				
Class 100810 Firefighters	\$ 5,487,578	\$ 5,695,175	\$ 207,597	4%
Rate	1.1204	1.2373	0.1169	10%
Class 100811 Firefighters	\$ 100,000	\$ 80,000	\$ (20,000)	-20%
Rate	1.1204	1.2373	0.1169	10%
Class 550605 Street/Road Construction	\$ 1,105,220	\$ 1,211,834	\$ 106,614	10%
Rate	5.6020	5.9976	0.3956	7%
Class 6325 Cable Laying	\$ 565,137	\$ 602,266	\$ 37,129	7%
Rate	3.1940	3.5400	0.3460	11%
Class 8810 Exclusively Office	\$ 16,193,307	\$ 17,425,224	\$ 1,231,917	8%
Rate	0.2057	0.2016	-0.0041	-2%
Class 9015 Building	\$ 1,267,276	\$ 1,488,814	\$ 221,538	17%
Rate	4.4770	4.9140	0.4370	10%
Class 7380 Drivers	\$ 468,275	\$ 489,078	\$ 20,803	4%
Rate	5.3603	5.6574	0.2971	6%
Class 7382 Bus Co; All other	\$ 407,215	\$ 458,916	\$ 51,701	13%
Rate	5.4208	5.7960	0.3752	7%
Class 7710 Firefighters	\$ 5,487,578	\$ 5,695,175	\$ 207,597	4%
Rate	4.4818	4.9493	0.4675	10%
Class 7720 Police Officers	\$ 8,504,283	\$ 8,872,972	\$ 368,689	4%
Rate	3.7147	4.0824	0.3677	10%
Class 8380 Auto Service	\$ 774,857	\$ 799,838	\$ 24,981	3%
Rate	2.8193	3.0744	0.2551	9%
Class 8869 Child Care Centers	\$ 94,948	\$ 101,530	\$ 6,582	7%
Rate	1.5730	1.8018	0.2288	15%
Class 9102 Parks NOC	\$ 1,471,249	\$ 1,617,900	\$ 146,651	10%
Rate	3.8960	4.4982	0.6022	15%
Class 9402 Street Cleaning	\$ 276,000	\$ 381,943	\$ 105,943	38%
Rate	4.0414	4.9644	0.9230	23%
Class 9410 Muicipal/Town	\$ 2,034,530	\$ 2,291,527	\$ 256,997	13%
Rate	1.5851	1.6254	0.0403	3%
Class 8811 Non-Salaried BD	\$ 3,120,000	\$ 3,120,000	\$ -	0%
Rate	0.0484	0.0504	0.0020	4%
Class 8811 Non-Salaried BD	\$ 143,910	\$ 140,400	\$ (3,510)	-2%
Rate	0.0484	0.0504	0.0020	4%
Class 92200 Cemetery Operations	\$ 170,829	\$ 129,990	\$ (40,839)	-24%
Rate	6.6066	7.8372	1.2306	19%
Class 9403 Garbage/Ashes/Refuse	\$ 1,294,530	\$ 1,301,471	\$ 6,941	1%
Rate	6.9938	7.5348	0.5410	8%
Class 7520 Waterworks Operations	\$ 1,572,389	\$ 1,833,116	\$ 260,727	17%
Rate	3.0250	3.1878	0.1628	5%
Class 7539 Electrical Light/Power	\$ 2,329,842	\$ 2,521,872	\$ 192,030	8%

 City of Loveland

Rate	1.6335	1.9152	0.2817	17%
Class 7580 Sewage Disposal Plant	\$ 1,593,371	\$ 1,291,303	\$ (302,068)	-19%
Rate	2.8919	3.2130	0.3211	11%
Class 7711 Firefighters (Volunteer)	\$ 26,400	\$ 21,260	\$ (5,140)	-19%
Rate	4.4818	4.9493	0.4674	10%
Class 8820 Attorneys	\$ 661,894	\$ 685,060	\$ 23,166	3%
Rate	0.2057	0.2268	0.0211	10%
Class 9060 Clubs-Country/Golf	\$ 1,248,895	\$ 1,220,130	\$ (28,765)	-2%
Rate	1.9118	2.0916	0.1798	9%
Class 9063 Health Clubs	\$ 2,070,764	\$ 2,221,996	\$ 151,232	7%
Rate	1.4762	1.5372	0.0610	4%
TOTAL	\$ 58,470,277	\$ 61,698,790	\$ 3,228,513	6%
Ratable Manual Premium	\$ 1,195,206	\$ 1,376,466	\$ 181,260	15%
Premium Debits/Credits				
Increased Limits	1.0140	1.0140	0.0000	0%
Deductible Discount (\$75,000)	0.5990	0.5580	-0.0410	-7%
Experience Modification	0.7000	0.7800	0.0800	11%
Experience Modification (\$)	\$ (219,798)	\$ (173,215)	\$ 46,583	-21%
Schedule Rating & Designated Provider	0.7500	0.7500	0.0000	0%
Cost Containment Credit	0.9500	0.9500	0.0000	0%
Premium Discount	0.9020	0.8990	-0.0030	0%
Annual Policy Fee	\$ 195	\$ 195	\$ -	0%
Terrorism Surcharge	\$ 5,288	\$ 5,592	\$ 304	6%
DTEC-Catastrophic Loss	\$ 5,288	\$ 5,592	\$ 304	6%
Firefighters Cancer Disease Load	\$ 62,606	\$ 71,458	\$ 8,852	14%
Estimate Annual Premium	\$ 402,981	\$ 476,206	\$ 73,225	18%



7501 E. Lowry Blvd.
Denver, CO 80230-7006

www.pinnacol.com

December 2, 2014

City of Loveland

Subject: \$75,000 Mid-Size Deductible and Prior Large Deductible Years– Collateral Requirement

Policy Number: 4110349

Indicated financial collateral required to issue the policy on the mid size pricing option is without an aggregate. The indicated collateral based on a no aggregate basis is \$750,000 for the 01/01/2015 renewal. We have agreed to reduce the financial security required at the issuance of this policy renewal to \$25,000 loss fund and \$250,000 collateral requirement in return for an agreement stipulating increases using the following requirements.

City of Loveland and Pinnacol Assurance agree to increase the amount of the collateral if the incurred loss amounts less claim amounts already billed and received, within the deductible limits, reach or exceed 75% of the reduced collateral indicated above. At such point, you agree to increase the collateral to an amount equal to 150% of incurred loss amounts capped at the written deductible per claim, less deductible amounts already billed and received. The increased collateral will be delivered to Pinnacol Assurance within 30 days. Further collateral increases up to the full aggregate limitation will be required in the event the deductible incurred losses amounts capped at the written deductible per claim, less deductible amounts already billed and received exceed 75% of the new collateral amount. Failure to increase the collateral as indicated will result in cancellation of the policy with 10-day notice for non-payment.

This agreement must be signed by an officer of the City of Loveland capable of making such financial agreement.

If a Letter of Credit is to be used it must be clean, irrevocable, drawn on an NAIC approved bank acceptable to Pinnacol, and contain an "Evergreen" clause. The LOC amount is subject to review at twelve months, and at least annually thereafter, and according to statutory requirements may be adjusted if indicated.

Failure to provide the required collateral and loss fund by 01/01/2015 will result in the issuance of a 30 day notice of cancellation of the policy for failure to meet financial requirements of the alternative pricing program.

City of Loveland
Signature of Officer (Print and Sign)

Title

cc. Sarah Bensman, Business Director, Pinnacol Assurance
Kristin Trujillo, Underwriter Pinnacol Assurance
James Sumner, Finance Department, Pinnacol Assurance

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE
MID-SIZE POLICY DEDUCTIBLE ENDORSEMENT
State of Colorado**

In consideration of the Estimated Deductible Premium, We agree with you that:

1. This agreement is between you and us. It does not change the rights of others under this Policy.
2. We will pay and You will reimburse Us for all payments we make on your behalf as benefits under Part One, Workers Compensation Insurance, of this Policy or as Damages under Part Two, Employers Liability Insurance, of this Policy, or the Limited Other States Coverage Endorsement, up to the amount of the Deductible as shown below:

A Per Claim Deductible of \$75,000 in benefits or damages because of bodily injury by accident or disease to any one employee.

3. We shall provide investigation, administration, adjustment, and settlement services, and shall provide for the defense of claims or "suits."
4. You will also pay all expenses, costs, and interest incurred in connection with the investigation, administration, adjustment, settlement, or defense of any claim or "suit", up to the deductible limit.
5. Under Part Two, Employers Liability Insurance, the terms of this Policy, including those with respect to (a) our right and duty with respect to the defense of those suits and (b) your duties in the event of an injury, apply irrespective of the application of any Deductible amount. The applicable limits of liability shall be reduced by the amount of any damages within any Deductible amount.
6. When used in this Endorsement

"Deductible Per Claim" shall mean the amount of benefits or damages because of bodily injury or bodily injury by disease to any one employee to which this insurance applies and which you have a duty to pay under this Policy.

"Aggregate Deductible" shall mean, the amount shown in the schedule of deductibles below as aggregate is the most you must reimburse us for the amounts as set forth in paragraphs two (2.) and four (4.) because of bodily injury for each policy period, limited to the amount of the aggregate.

You are obligated to reimburse us for losses and expenses equal to the full amount of the aggregate even if, (a) this endorsement is issued for a term of less than one (1) year or
(b) the policy, or this endorsement, is cancelled for any reason by you or by us before the end of the policy period.

SCHEDULE OF DEDUCTIBLES

<u>Coverage</u>	<u>Deductible Amount</u>	<u>Basis</u>
Bodily Injury by Accident or Disease:	\$ 75,000	Each Claim
All Covered Bodily Injury Aggregate:	No Aggregate Stop	No Aggregate stop

7. Deductible Credit Factor: .558
8. All claims for benefits or damages because of bodily injury by the same accident to any one person will be considered as one claim when determining how the deductible amounts apply.

Recovery from Others:

We have your rights and the rights of persons entitled to the benefits of this insurance to recover all **P.76** advances and payments, including those within the deductible amount, from anyone liable for the injury.

It is imperative that you do everything necessary to protect those rights for us and to help us enforce them.

If we recover any advances or payments made under this policy from anyone liable for the injury, the amount we recover, less expenses to recover against third parties, will first be applied to any payments made by us in excess of the deductible amount; then the remainder of that recovery, if any will be applied to reduce the deductible amount paid by you.

9. Cancellation:

If you fail to comply with the terms of this endorsement, we will apply the same cancellation terms of this policy as apply to non-payment of the policy premium.

If we cancel in accordance with the prior paragraph, your obligation to reimburse us as required by other terms of this endorsement is not waived, and we retain our right to enforce such deductible if necessary.

10. Your Duties:

- a. The first Named Insured shown in the Declarations agrees and is obligated on behalf of all Named Insureds to reimburse us for any deductible amounts that we expend.
- b. Each Named Insured is jointly and severally liable for all deductible amounts under this policy.

11. Deductible Calculations:

After three years from the expiration of the policy period we will complete a calculation based on incurred reserves on all open claims. You and we may agree that a bill based on the difference between paid and incurred on those claims is a final deductible calculation. If we agree, we will bill the difference between paid and incurred on those claims, and no other calculation will be made unless there is a clerical error in this final calculation. If we disagree, you will continue to pay monthly deductible bills as defined in the endorsement.

After four years from expiration of the policy period we will complete a calculation based on incurred reserves on all open claims. We will bill the difference between paid and incurred on those claims, and this adjustment will be the final adjustment. No other calculation will be made unless there is a clerical error in this final calculation.

You will pay losses monthly. We will determine the monthly loss payment using the following formula: Monthly payment = paid losses for immediately preceding month.

Payments will be due twenty days after the date of monthly billing. Cumulative payments will be subject to the maximum Aggregate limitation that would otherwise apply.

You will maintain a separate deposit with us in amount equal to the highest anticipated monthly payment. We will refund this deposit to you upon complete and final payment.

We may secure our interest in the amount of premium that is deferred under this payment plan, by means of an instrument that is acceptable to you and us.

12. All terms, conditions, and limitations of this Policy not inconsistent with this Endorsement continue to apply.

All terms, conditions, and limitations of this Policy not inconsistent with this Endorsement continue to apply.

I hereby declare that I have read, understand, and agree with all the terms, conditions and obligations of this, Mid-size deductible Endorsement, attached to and made a part of this policy.

Name of the Insured: _____

By: _____ Title: _____ Date: _____

7501 E. Lowry Blvd.
Denver, CO 80230



www.pinnacol.com

December 2, 2015

City of Loveland
500 East Third St.
Loveland, CO 80537

RE: City of Loveland
Policy # 4110349

Review of the collateral amount for the large deductible policy years and mid-size deductible policy years.

01/01/2009 to 01/01/2010 Large Deductible Year

Standard Premium	\$680,309
Deductible Factor	47.8%
Deductible Premium	\$325,187
Non-Subject premium	\$56,036
Aggregate claims factor	187%
Aggregate (claims only)	\$1,272,178
Loss Fund	\$30,000
Incurred Losses	\$480,857
Paid Losses	\$480,857
LCF	1.00
Converted Paid Losses	\$480,857
Financial Collateral Requirement (all claims closed)	\$0

01/01/2010 to 01/01/211 Large Deductible Year

Standard Premium	\$568,254
Deductible Factor	51.4%
Deductible Premium	\$292,083
Non-Subject premium	\$54,967
Aggregate claims factor	222%
Aggregate (claims only)	\$1,301,483
Loss Fund	\$30,000
Incurred Losses	\$321,400
Paid Losses	\$321,400
LCF	1.00
Converted Paid Losses	\$321,400
Financial Collateral Requirement (all claims closed)	\$0

01/01/2011 to 01/01/2012 Large Deductible Year

Standard Premium	\$509,235
Deductible Factor	52.7%
Deductible Premium	\$268,367
Non-Subject premium	\$49,854

Page 2

Aggregate claims factor	255%
Aggregate (claims only)	\$1,318,916
Loss Fund	\$30,000
Incurred Losses	\$446,308
Paid Losses	\$446,308
LCF	1.00
Converted Paid Losses	\$446,308
Financial Collateral Requirement (all claims closed)	\$0

01/01/2012 to 01/01/2013 Mid-size Deductible Year

Manual Premium	\$832,691
Aggregate (No aggregate stop)	Unlimited
Incurred Losses	\$315,740
Paid Losses	\$284,884
Maximum Per Claim Liability	\$75,000
Collateral Requirement	\$75,000

01/01/2013 to 01/01/2014 Mid-size Deductible Year

Manual Premium	\$921,493
Aggregate (No aggregate stop)	Unlimited
Incurred Losses	\$573,729
Paid Losses	\$544,680
Maximum Per Claim Liability	\$75,000
Collateral Requirement	\$75,000

01/01/2014 to 01/01/2015 Mid-size Deductible Year

Manual Premium	\$1,195,206
Aggregate (No aggregate stop)	Unlimited
Incurred Losses	\$473,572
Paid Losses	\$246,571
Maximum Per Claim Liability	\$75,000
Collateral Requirement	\$300,000

01/01/2015 to 01/01/2016 Mid-size Deductible Year

Manual Premium	\$1,376,466
Aggregate (No aggregate stop)	Unlimited
Incurred Losses	\$
Paid Losses	\$
Maximum Per Claim Liability	\$75,000
Collateral Requirement	\$Unlimited

The collateral requirement for the policy period is indicated below. We will be using the following for the security requirement, with the attached agreement letter allowing for an increase in collateral security if required by losses.

	Indicated	Required
Policy Period 01/01/2009 to 01/01/2010	\$0	\$0
Policy Period 01/01/2010 to 01/01/2011	\$0	\$0
Policy Period 01/01/2011 to 01/01/2012	\$0	\$0
Policy Period 01/01/2012 to 01/01/2013	\$Unlimited	\$75,000
Policy Period 01/01/2013 to 01/01/2014	\$Unlimited	\$75,000
Policy Period 01/01/2014 to 01/01/2015	\$Unlimited	\$300,000
Policy Period 01/01/2015 to 01/01/2016	\$Unlimited	\$1,376,466
Total Collateral Requirements	\$Unlimited	\$1,826,466

Page 3

2015 Required Collateral \$750,000

Failure to provide the collateral as indicated will result in cancellation of the policy with notice for non-compliance. Security must be received in our office by 01/01/2015.

If you sign the attached escalation letter, stating that you will agree to increase the amount of the collateral when certain conditions exist, we will accept the "required" amount indicated above in the 2015 Required Collateral exhibit. Pinnacol Assurance is requesting the issuance of a Letter of Credit with regard to the collateralization of the Mid-Size Deductible renewal program for 01/01/2015

The Letter of Credit must be clean, irrevocable, drawn on a NAIC approved bank acceptable to Pinnacol, and contain an "evergreen" clause. The LOC amount is subject to review at twelve months, and at least annually thereafter, and according to statutory requirements may be adjusted if indicated.

Thank you for your attention to this important matter. If you have any questions please contact Kristin Trujillo 303-361-4325.

Sincerely,

Kristen Trujillo
Underwriter

Cc: Sarah Bensman, Business Director, Pinnacol Assurance
James Sumner, Finance Dept., Pinnacol Assurance



AGENDA ITEM: 7
MEETING DATE: 12/16/2014
TO: City Council
FROM: Julia Holland, Human Resources Director
PRESENTER: Bettie Greenberg, Risk Manager

TITLE:
Property and Liability Insurance Coverage Renewal

RECOMMENDED CITY COUNCIL ACTION:

Adopt a motion to award the City's 2015 property and liability insurance coverage to CIRSA and authorize the City to continue the Intergovernmental Agreement with CIRSA and to establish a purchase order in the amount of \$850,000.

OPTIONS:

1. Adopt the action as recommended
2. Deny the action
3. Adopt a modified action (specify in the motion)
4. Refer back to staff for further development and consideration
5. Adopt a motion continuing the item to a future Council meeting

SUMMARY:

This is an administrative action to authorize the City to continue its Intergovernmental Agreement with CIRSA for 2015 property and liability insurance coverage and establish a purchase order in the amount \$850,000 for the premium, claims administration and payment of estimated claims for 2015 and remaining open claims or new claims from prior years. The \$850,000 is within the projected and approved 2015 Budget.

BUDGET IMPACT:

Positive
 Negative
 Neutral or negligible

BACKGROUND:

A Request for Proposal was conducted in 2012 for the City's property and liability insurance and the City selected to remain with CIRSA.

For 2015, CIRSA quoted the City's property and liability insurance at \$461,108 with a \$200,000 per occurrence deductible and \$5,000,000 in general liability limits. In 2014, the quote was \$417,934 with the same occurrence and deductible limits. The primary reasons for the increase were twofold 1) City exposures (such as vehicles), operating expenditures, and property values increased over 4 percent; 2) Property insurance premiums also increased approximately 4 percent, largely due to the 2013 flood event.

An additional premium cost of approximately \$65,000 is anticipated for the City's miscellaneous premium for Boiler & Machinery Coverage, Excess Crime, Fiduciary Liability, Special Events, and coverage for the Loveland Larimer Building Authority (Police and Courts). The remaining balance after payment of premiums is \$323, 982. This amount is expected to be used for estimated claims reported in 2015 and remaining open claims from prior years.

REVIEWED BY CITY MANAGER:



LIST OF ATTACHMENTS:

1. 2015 Quote from CIRSA

CIRSA Property/Casualty Pool
Preliminary 2015 Contribution Quotation for:
Loveland

Current Deductibles:

Liability *	Auto	Physical Damage	Property **	To Continue with This Deductible Option for 2015 Initial Here:
\$200,000	\$200,000	\$200,000	\$200,000	<u>Not</u>

Contribution Before Reserve and Loss Experience:

\$498,536

Reserve Fund Contribution:

\$0

Impact of Loss Experience:

(\$32,098)

Total 2015 Preliminary Quotation Before Credits:

\$466,438

Credit Options: You must write in the amount that you wish to use. Amounts may be split between available options.

Credit PC Contribution	Deposit / Leave in Account	Send Check	Contribution
(\$5,330)			

2014 Loss Control Audit Credit:

\$0

Balance Remaining from Prior Year's LC Credits:

Preliminary Quotation at Current Deductible

With All Available Credits Applied: \$461,108

Or, select a different deductible option:

Liability *	Auto	Physical Damage	Property **	Revised Quote (Before Credits)	To Accept a New Deductible Option for 2015, Initial Next to the Option (Choose Only One):
\$250,000	\$250,000	\$250,000	\$250,000	\$430,000	
\$200,000	\$200,000	\$250,000	\$250,000	\$452,498	
\$250,000	\$250,000	\$200,000	\$200,000	\$443,940	
\$150,000	\$150,000	\$150,000	\$150,000	\$508,839	

DO NOT PAY THE AMOUNT SHOWN ON PAGE 1. AN INVOICE WILL BE SENT ON JANUARY 1, 2015.

This preliminary quotation includes all exposures reported on your entity's 2015 Property/Casualty Renewal Application and any Application Amendment Requests received by CIRSA before **August 21, 2014**.

* Regarding the Liability Deductible shown on page 1, a \$500 deductible quotation is offered to members, if requested, for general liability. However, police professional and public officials errors and omissions deductibles cannot go below \$1,000.

** Regarding the Property Deductible shown on page 1, an additional property deductible will apply separately to each location in a National Flood Insurance Program (NFIP) Zone A if total building and contents values at that location are in excess of \$1,000,000. The deductible will be the maximum limit of coverage which could have been purchased through NFIP, whether it is purchased or not.

Based upon the selections made in your 2015 Property/Casualty Renewal Application, the City of Loveland has elected not to participate in Uninsured/Underinsured Motorist Coverage.

*** Indicates the selection is a change from your entity's selection in 2014.

If this is incorrect, or you wish to change your selection at this time, please contact your Underwriting Representative at (800) 228-7136 or (303) 757-5475.

The undersigned is authorized to accept this preliminary quotation on behalf of the City of Loveland.

We accept this preliminary quotation for January 1, 2015 to January 1, 2016. We understand our final invoice may increase or decrease depending upon the number of CIRSA Property/Casualty members for 2015, actual excess insurance premiums, and any changes made to our 2015 renewal application.

Signature: Amanda Rick
Title: City Manager
Date: 9/26/14

Signature must be that of the Mayor, Manager, Clerk or equivalent (such as President of a Special District.)

Both pages of this form must be returned by Wednesday, October 1, 2014. A mailed, faxed or e-mailed copy is acceptable. Please return to:

Amanda Rick, Underwriting Administrative Assistant
3665 Cherry Creek North Drive
Denver, CO 80209
Fax: (303) 757-8950 or (800) 850-8950
E-Mail: AmandaR@cirma.org



AGENDA ITEM:	8
MEETING DATE:	12/16/2014
TO:	City Council
FROM:	Julia Holland, Human Resources Director
PRESENTER:	Julia Holland, Human Resources Director

TITLE:

City Employee Medical Stop Loss Coverage Renewal

RECOMMENDED CITY COUNCIL ACTION:

Adopt a motion to award the contract for City employee medical stop loss coverage to Sun Life of Canada in an amount, not to exceed \$900,000, and to authorize the City Manager to execute the contract on behalf of the City.

OPTIONS:

1. Adopt the action as recommended
2. Deny the action
3. Adopt a modified action (specify in the motion)
4. Refer back to staff for further development and consideration
5. Adopt a motion continuing the item to a future Council meeting

SUMMARY:

This is an administrative action to authorize the City Manager to enter into a contract for up to \$900,000, for 2015 with Sun Life of Canada for the City of Loveland employee healthcare stop loss insurance. The contract stipulates that Sun Life of Canada will provide stop loss insurance for health claims over \$175,000 while Cigna retains processing claims under \$175,000. This contract is within the benefits budget already approved for 2015.

BUDGET IMPACT:

Positive
 Negative
 Neutral or negligible

The amount of \$900,000 is within the projected and approved 2015 Budget.

BACKGROUND:

For the 2012 budget year the City's Benefits Broker, Hays, secured a significant savings for the medical plan by carving out the stop loss insurance portion of health claims. This insurance had

previously been bundled with CIGNA since 1999. Stop Loss insurance is now put out to bid each year in an effort to minimize costs to the City. Staff's recommendation is to renew with Sun Life due to their rate increase of 6.6%, which is the most competitive bid received and within the projected and approved 2015 Budget. Initial stop loss quotes were significantly higher and the City was able to negotiate a reasonable rate by increasing the individual stop loss level from \$150,000 per claim to \$175,000 per claim.

REVIEWED BY CITY MANAGER:**LIST OF ATTACHMENTS:**

1. Sun Life Renewal Estimates

Renewal options

On this page, sign to authorize the rates and initial to select the renewal you want

Policyholder name: City of Loveland
 Account number: 221184
 Renewal Status: Open

Authorized signature:
 Printed name:
 Printed title:
 Date signed:

William D. Cahill
 CITY Manager
 11-26-14

Current and renewal rate summary

Tier	Employees
Composite	715
Total	715

Specific Stop Loss policy details and renewal options

Plan thresholds	Current	Renewal	Renewal option 1	Renewal option 2
Individual Specific deductible	\$150,000	\$150,000	\$175,000	\$200,000
Aggregating Specific deductible	None	None	None	None
Annual maximum	Unlimited	Unlimited	Unlimited	Unlimited
Lifetime maximum	Unlimited	Unlimited	Unlimited	Unlimited
Specific rates	Current	Renewal	Renewal option 1	Renewal option 2
Claims basis	PAID	PAID	PAID	PAID
Benefits covered	Medical and Rx	Medical and Rx	Medical and Rx	Medical and Rx
Composite	\$93.80	\$119.57	\$99.98	\$90.23
Total monthly premium	\$67,067.00	\$85,492.55	\$71,485.70	\$64,514.45
Renewal rate action as a % increase to current monthly premium		27.5%	6.6%	-3.8%

Aggregate Stop Loss policy details and renewal options

Aggregate rates	Current	Renewal	Renewal option 1	Renewal option 2
Aggregate Benefit Maximum	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000
Per employee per month rate	\$3.39	\$3.39	\$3.39	\$3.39
Total monthly premium	\$2,423.85	\$2,423.85	\$2,423.85	\$2,423.85
Renewal rate action as a % increase to current monthly premium		0.0%	0.0%	0.0%

Aggregate thresholds and rates

Aggregate thresholds and rates	Current	Renewal	Renewal option 1	Renewal option 2
Claims basis	PAID	PAID	PAID	PAID
Benefits covered	Medical//PDP	Medical//PDP	Medical//PDP	Medical//PDP
Corridor	125%	125%	125%	125%
Composite Aggregate deductible factor	\$1,471.78	\$1,575.87	\$1,594.67	\$1,606.44
- Medical	\$1,152.17	\$1,175.66	\$1,194.47	\$1,206.23
- Rx Drug	\$319.61	\$400.21	\$400.20	\$400.21
Minimum Attachment Point	\$870,263.51	\$931,811.93	\$942,928.37	\$949,887.97
Estimated monthly renewal liability	\$966,859.46	\$1,035,346.59	\$1,047,698.19	\$1,055,431.08
Renewal rate action as a % increase to current monthly aggregate deductible factors		7.1%	8.3%	9.1%

Total estimated annual plan costs

Total costs	Current	Renewal	Renewal option 1	Renewal option 2
Total annual premium	\$833,890.20	\$1,054,996.80	\$886,914.60	\$803,259.60
Annual Aggregate Attachment Point	11,603,513.52	12,424,159.08	12,572,378.28	12,665,172.96
Total estimated self-funded plan costs	\$12,437,403.72	\$13,479,155.88	\$13,459,292.88	\$13,468,432.56
Renewal rate action as a % increase to total estimated annual plan cost.		8.4%	8.2%	8.3%

Select renewal option

W/D X

Initial selected renewal option

The rates agreed upon in this renewal acceptance form are effective on the policy renewal date and take precedence over any billing statements that may be received in the interim.

Renewal options, continued

On this page, sign to authorize the features, services, and assumptions included in your renewal

Policyholder name:	City of Loveland
Account Number:	221184
Authorized signature:	<i>William D. Cahill</i>
Printed name:	William D. Cahill
Printed title:	City Manager
Date:	11.26.14

Specific Stop-Loss coverage

The following options and programs are included in your policy:

Options:

- **Mirroring Endorsement**
Mirroring of your plan document is subject to review and approval by Sun Life and may affect the quoted rates. To include this endorsement with your policy, within 90 days of the policy effective date, we need your plan document and an executed Renewal Options signature page.
- **Simultaneous Reimbursement option**
- **Electronic Funds Transfer**
- **Retiree coverage**

Programs:

- **[New!] SunElite™ medical document review service**
This program is available to all Sun Life Stop-Loss customers.
- **SunExcel® Centers of Excellence transplant program**
This exclusive program is provided to all Sun Life Stop-Loss customers.
- **SunResources® preferred network program**
This exclusive program is provided to all Sun Life Stop-Loss customers.

The following are not included in your policy:

- **No New Lasers at Renewal option with Renewal Rate Cap**
- **Clinical Trials option**
- **Terminal Liability option**

Assumptions

- **Transplant rider**
Sun Life assumes that if a Transplant rider is in place with your health care plan, Sun Life is designated as secondary claims payer.

Producer commissions

Sun Life pays the following commission percent to the Stop-Loss producer: 0.0%.

Specific Stop-Loss renewal acceptance

Acceptance of your Specific Stop-Loss renewal by Sun Life is subject to timely receipt of a signed renewal proposal and contingent upon a review of large claims over \$50,000 with diagnosis/prognosis for the period of January 1, 2014 through September 30, 2014 with accompanying required information. For large claims, the required information includes paid claims, pending claims, and notification of known situations. Upon review of your large claims information, we reserve the right to recalculate quoted rates.

Sun Life will not reimburse for claims expenses that incur outside the Policy Year parameters.

Aggregate Stop-Loss

- **Features**



AGENDA ITEM:	9
MEETING DATE:	12/16/2014
TO:	City Council
FROM:	Julia Holland, Human Resources Director
PRESENTER:	Karen Rees, Human Resources Manager

TITLE:

A Resolution Adopting a Pay Plan for City Employees and Superseding All Prior Ordinances and Resolutions Adopting Such a Pay Plan

RECOMMENDED CITY COUNCIL ACTION:

Approve the resolution as recommended.

OPTIONS:

1. Adopt the action as recommended
2. Deny the action
3. Adopt a modified action (specify in the motion)
4. Refer back to staff for further development and consideration
5. Adopt a motion continuing the item to a future Council meeting

SUMMARY:

This is an administrative action for Council to adopt the City's 2015 Pay Plan. The City's Pay Plan assists in delivering cost efficient, high quality services to citizens by establishing a competitive market based plan, while adhering to budgetary constraints. Annually the City utilizes salary survey data for market analysis to develop pay ranges and compare current pay rates with the identified labor market, while also providing a financially sustainable plan.

BUDGET IMPACT:

Positive
 Negative
 Neutral or negligible

Costs associated with personnel have been approved through the adoption of the 2015 Budget.

BACKGROUND:

The City strives to remain competitive in providing employees with a total compensation plan of pay, benefits, and opportunities for development, in order to attract and retain high performing employees to serve our community. The City uses a merit-based pay plan. Our intent is to

maintain competitive pay practices and to ensure a system that is sustainable for the future. The City uses both external market survey data and internal equity, to determine appropriate pay levels for the pay plan. Our compensation system does not include guidelines for specific placement of employee compensation within an assigned range other than to ensure employees are within the range of their position (not below the minimum or above the maximum). The range structures are set based on the market, and the individual pay rates are based on performance and skills/experience.

REVIEWED BY CITY MANAGER:



LIST OF ATTACHMENTS:

1. Resolution
2. 2015 Proposed Pay Plan

RESOLUTION #R-91-2014**A RESOLUTION ADOPTING A PAY PLAN FOR CITY EMPLOYEES,
AND SUPERSEDING ALL PRIOR ORDINANCES AND RESOLUTIONS
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 resolution, an employee pay plan setting forth pay grades and compensation ranges for city employees; and

WHEREAS, prior to the adoption of Ordinance 5806, Chapter 2.68 of the Loveland Municipal Code required that the City Council adopt an employee pay plan setting forth pay grades and compensation ranges for city employees by ordinance; and

WHEREAS, the City Council last adopted a pay plan by Ordinance No. 5709 for calendar year 2013; and

WHEREAS, the City Council last adopted a pay plan by Resolution #R-100-2013 for calendar year 2014; and

WHEREAS, City staff has presented to City Council a revised pay plan setting forth pay grades and compensation ranges for calendar year 2015, a copy of which is attached hereto as **Exhibit A** and incorporated herein by this reference (the “**2015 Pay Plan**”).

NOW, THEREFORE, BE IT RESOLVED 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 2015 shall be as set forth in the 2015 Pay Plan, which shall take effect for the first pay period of 2015.

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 2015 shall be designated by the City Manager.

Section 4. That this Resolution shall supersede in all respects all previous ordinances and resolutions of the City Council which adopt an employee pay plan, including Ordinance 5709 and Resolution #R-100-2013, as of the first pay period of 2015.

Section 5. That notwithstanding the foregoing, the employee pay plan as set forth in Resolution #R-100-2013 shall continue in full force and effect from the date of this Resolution until it is superseded on or after January 1, 2015 as provided herein.

Section 6. This Resolution shall take effect as of the date of its adoption.

Adopted this 16th day of December, 2014.

Cecil A. Gutierrez, Mayor

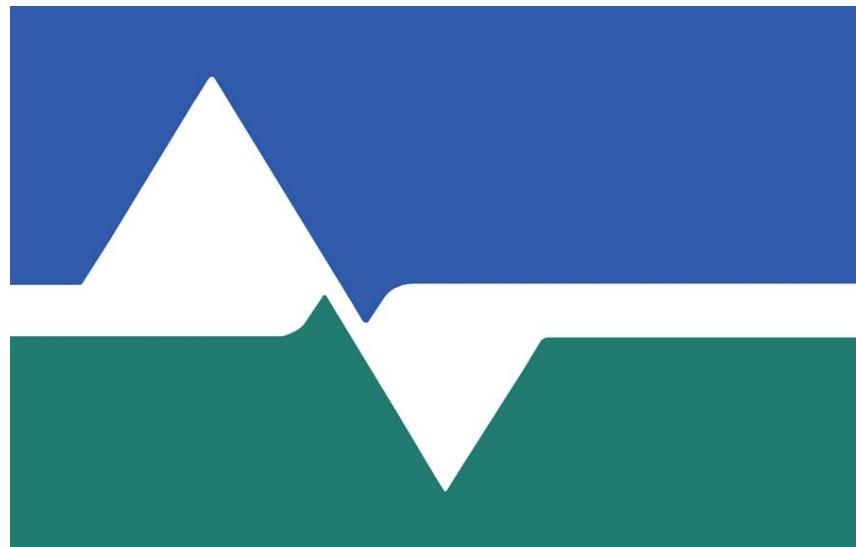
ATTEST:

City Clerk

APPROVED AS TO FORM:

J. Yost Schmidt
Deputy City Attorney

2015 Proposed Pay Plan



City of Loveland

2015 Proposed Pay Plan

City of Loveland Compensation Philosophy

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

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

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 pay plan is broken out into three sections; exempt; non-exempt and part time; with a separate step plan for eight (8) positions in the Police Department. Positions in all three sections are placed within a pay grade level based upon the individual position's market salary or internal equity. Examining actual pay ensures that the salaries paid to employees are competitive with salaries paid in the market.

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

City of Loveland employee salaries are not automatically adjusted or raised to reflect range movement unless the position falls outside of the range. Employees may receive a merit increase at the end of each year based on their evaluated work performance. Supervisors have the ability to reward work performance through the 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 intended to ensure the City is paying and rewarding employees based on performance.

2015 Proposed Pay Plan

City of Loveland Salary/Merit Increases

New Hires

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

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

End of Probation

Employees who successfully complete their initial 6-month probationary period (12 months for Police Officers) are eligible for a salary increase. This increase will depend on:

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

End of Year Evaluations

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

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

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

2015 Holiday Schedule

Thursday, January 1	New Year's Day
Monday, May 25	Memorial Day
Friday, July 3	Day before Independence Day
Monday, September 7	Labor Day
Wednesday, November 11	Veteran's Day
Thursday, November 26	Thanksgiving Day
Friday, November 27	Day after Thanksgiving
Friday, December 25	Christmas Day

Employees will also receive 3 floating holidays in 2015

PROPOSED 2015 Exempt Pay Plan

Exempt Pay Plan

Job Title	Range Minimum	Range Midpoint	Range Maximum
Salary Grade E01 (Vac Level C)	\$40,500	\$51,600	\$62,700
Hourly Rate	\$19.48	\$24.81	\$30.14
Athletics Coordinator			
Facility Coordinator			
Marketing Coordinator			
Museum Curator			
Recreation Coordinator			
Visitor Center Manager			
Salary Grade E02 (Vac Level C)	\$46,400	\$59,100	\$71,800
Hourly Rate	\$22.31	\$28.41	\$34.52
Accountant			
Benefits Administrator			
Budget Analyst			
Business Development Specialist			
Community Partnership Administrator			
Human Resources Generalist			
Program Supervisor			
Public Art/Business Service Manager			
Purchasing Administrator			
Sales Tax Auditor			
Senior City Planner			
Stormwater Quality Specialist			
Transit Operations Supervisor			
Visitor Services Coordinator			
Salary Grade E03 (Vac Level C)	\$54,000	\$68,800	\$83,600
Hourly Rate	\$25.97	\$33.08	\$40.19
Airport Op. Maintenance Supervisor			
Construction Coordinator			
Crew Supervisor			
Customer Relations Business Specialist			
Customer Relations Specialist			
Development Administrator			
Economic Development Manager			
Facilities Management Planner			
Golf Course Professional			
Golf Services Superintendent			
Librarian III			
Recreation Facility Manager			
Senior Accountant			
Senior Human Resources Generalist			
Staff Engineer			
Theater Manager			
Utility Financial Rate Analyst			

Exempt Pay Plan

Job Title	Range Minimum	Range Midpoint	Range Maximum
Salary Grade E04 (Vac Level B)	\$61,200	\$78,000	\$94,800
Hourly Rate	\$29.43	\$37.50	\$45.58
Civil Engineer I			
Electrical Engineer			
Industrial Pretreatment Coordinator			
Library Technology Manager			
Open Lands Manager			
Principal City Planner			
Public Information Officer			
Technical Services Superintendent			
Water Operations Supervisor			
Water Quality Lab Supervisor			
Salary Grade E05 (Vac Level B)	\$69,600	\$88,800	\$108,000
Hourly Rate	\$33.47	\$42.69	\$51.92
Administrative Business Manager			
Assistant City Attorney I			
Civil Engineer II			
Customer Relations Manager			
Environmental Compliance Administrator			
Facility Maintenance Superintendent			
Field Engineering Supervisor			
Fleet Services Manager			
Police Records Manager			
Senior Parks Planner			
Special Projects Manager			
Support Services Superintendent			
Transit Manager			
Traffic Operations Superintendent			
Salary Grade E06 (Vac Level B)	\$74,500	\$96,800	\$119,100
Hourly Rate	\$35.82	\$46.54	\$57.26
Fire Hourly Rate	\$25.59	\$33.24	\$40.90
Budget Officer			
Chief Building Official			
Current Planning Manager			
Emergency Manager			
Fire Captain			
Golf Operations Manager			
Human Resources Manager			
Parks Manager			
Police Communications Manager			
Police Lieutenant			
Power Operations Supervisor			
Recreation Manager			
Revenue Manager			
Risk Manager			
Senior Civil Engineer			
Senior Electrical Engineer			
Solid Waste Mgmt. Superintendent			
Streets & Stormwater Maint. Supt.			

Exempt Pay Plan

Job Title	Range Minimum	Range Midpoint	Range Maximum
Salary Grade E06 cont. (Vac Level B)	\$74,500	\$96,800	\$119,100
Hourly Rate	\$35.82	\$46.54	\$57.26
Fire Hourly Rate	\$25.59	\$33.24	\$40.90
Utility Accounting Manager			
Utility Information Manager			
Wastewater Treatment Plant Manager			
Water Treatment Manager			
Salary Grade E07 (Vac Level B)	\$80,000	\$104,000	\$128,000
Regular Hourly Rate	\$38.47	\$50.00	\$61.54
Fire Hourly Rate	\$27.48	\$35.71	\$43.96
Airport Director			
Application Services Manager			
Assistant City Attorney II			
Battalion Chief			
City Clerk			
City Traffic Engineer			
Cultural Services Director			
Director Economic Development			
Executive Fiscal Advisor			
Facilities Operations Manager			
Infrastructure Services Manager			
Library Director			
Streets & Solid Waste Manager			
Salary Grade E08 (Vac Level A)	\$93,100	\$121,000	\$148,900
Hourly Rate	\$44.76	\$58.17	\$71.59
Fire Hourly Rate	\$31.98	\$41.55	\$51.13
City Engineer			
Deputy City Attorney			
Director of Development Services			
Fire Division Chief			
Human Resources Director			
Information Technology Director			
Police Captain			
Power Operations Manager			
Public Safety Administration Director			
Water Utilities Manager			
Salary Grade E09 (Vac Level A)	\$100,800	\$131,000	\$161,200
Hourly Rate	\$48.47	\$62.98	\$77.50
Assistant City Manager			
Chief of Police			
Director of Parks And Recreation			
Director of Public Works			
Director of Water & Power			
Finance Director			
Fire Chief			

PROPOSED 2015 Non-Exempt Pay Plan

Non-Exempt Pay Plan

Job Title	Range Minimum	Range Midpoint	Range Maximum
Salary Grade N01	\$26,200	\$31,400	\$36,600
Hourly Rate	\$12.60	\$15.10	\$17.60
Cashier I			
Mail Distribution Clerk			
Office Assistant			
Salary Grade N02	\$30,000	\$36,000	\$42,000
Hourly Rate	\$14.43	\$17.31	\$20.19
Cashier II			
Childcare Supervisor			
Library Aide			
Office Support Specialist			
Scheduling Coordinator			
Salary Grade N03	\$33,100	\$40,550	\$48,000
Hourly Rate	\$15.92	\$19.50	\$23.08
Accounting Clerk			
Administrative Specialist			
Bus Driver			
Bus Driver Substitute			
Maintenance Worker			
Municipal Court Clerk			
Parks Worker			
Plant Operator D			
Police Report Technician			
Technical Assistant			
Utility Billing Clerk			
Vehicle Service Writer			
Warehouse Worker			
Salary Grade N04	\$37,800	\$46,350	\$54,900
Hourly Rate	\$18.18	\$22.28	\$26.39
Accounting Technician			
Administrative Technician			
Aquatics Supervisor			
Assistant Golf Professional			
Building Attendant			
Building Supervisor			
City Planning Technician			
Court Administrator			
Equipment Operator			
Equipment Services Technician			
Facilities Planning Specialist			
GIS Technician			
Help Desk Technician			
Human Resources Technician			
Irrigation Technician			

Non-Exempt Pay Plan		Range Minimum	Range Midpoint	Range Maximum
Job Title				
Salary Grade N04 (cont.)		\$37,800	\$46,350	\$54,900
Hourly Rate		\$18.18	\$22.28	\$26.39
Journey Water Systems Operator				
Librarian I				
Librarian I Substitute				
Meter Reader				
Revenue and Licensing Coordinator				
Senior Customer Service Representative				
Senior Utility Billing Clerk				
Technical Coordinator				
Traffic Technician				
Utility Locator				
Water Meter Technician I				
Salary Grade N05		\$42,000	\$51,500	\$61,000
Hourly Rate		\$20.20	\$24.76	\$29.33
Airport Maintenance Worker				
Business Services Coordinator				
Buyer				
City Planner I				
Code Administrator				
Computer Support Technician				
Crew Leader Cemetery				
Deputy City Clerk				
Desktop Publishing Specialist				
Distribution System Operator				
Evidence Technician				
Fleet Parts Buyer				
Golf Mechanic				
Graphic Designer				
Grounds Technician				
Heavy Equipment Operator				
Human Resources Analyst				
Investigative Technician				
Librarian II				
Mechanic I				
Museum Preparator				
Open Lands Specialist				
Parks Crew Leader				
Parks Specialist				
Payroll Administrator				
Plant Operator B/C				
Pre-Apprentice Lineworker				

Non-Exempt Pay Plan		Range Minimum	Range Midpoint	Range Maximum
Job Title				
Salary Grade N05 (cont.)		\$42,000	\$51,500	\$61,000
Hourly Rate		\$20.20	\$24.76	\$29.33
Public Works Inspector				
Senior Meter Reader				
Theater Coordinator				
Traffic Sign Crew Leader				
Traffic Signal Technician				
Water Meter Technician II				
Water Quality Specialist				
Salary Grade N06		\$45,400	\$56,800	\$68,200
Hourly Rate		\$21.83	\$27.31	\$32.79
Fire Hourly Rate		\$15.60	\$19.51	\$23.42
Apprentice Lineworker I				
City Planner II				
Engineering Technician				
Executive Assistant				
Facilities Maintenance Tech				
Facilities Maint Tech Leadworker				
Field Engineering Coordinator				
Field Service Representative				
Firefighter I				
GIS Specialist				
Industrial Pretreatment Specialist				
Lead Equipment Operator				
Lead Water Systems Operator				
Legal Assistant				
Mechanic II				
Parks Planner				
Technical Services Maintenance Technician				
Telecom Specialist				
Traffic Marking Crew Leader				
Salary Grade N07		\$49,800	\$62,300	\$74,800
Hourly Rate		\$23.95	\$29.95	\$35.96
Fire Hourly Rate		\$17.11	\$21.39	\$25.69
Administrative Analyst				
Apprentice Lineworker II				
Associate Engineer				
Building Inspector				
Computer Support Tech Group Leader				
Crime Analyst				
Cross Connection Controls Tech				
Field Engineer				
Firefighter II				
Latent Fingerprint Examiner				
Mechanical/Maintenance Tech				
Plant Operator A				
Safety Coordinator				
Senior Fleet Technician				

Non-Exempt Pay Plan		Range Minimum	Range Midpoint	Range Maximum
Job Title				
Salary Grade N07 (cont.)		\$49,800	\$62,300	\$74,800
Hourly Rate		\$23.95	\$29.95	\$35.96
Fire Hourly Rate		\$17.11	\$21.39	\$25.69
Technical Specialist				
Technical Services Maintenance Specialist				
Water Quality Analyst				
Salary Grade N08		\$54,600	\$69,600	\$84,600
Hourly Rate		\$26.25	\$33.46	\$40.67
Business Analyst				
Lead Plant Operator				
Open Lands Coordinator				
Network & Systems Administrator				
Plans Reviewer				
SCADA Progr/Instr and Controls Specialist				
Senior Building Inspector				
Senior GIS Specialist				
Technical Services Master Electrician				
Salary Grade N09		\$58,900	\$75,100	\$91,300
Hourly Rate		\$28.32	\$36.11	\$43.89
Fire Hourly Rate		\$20.23	\$25.79	\$31.35
Criminalist				
Customer Service Supervisor				
Fire Engineer				
Fire Inspection Technician				
Journey Lineworker				
Journey Meter Technician				
Utility Billing Supervisor				
Salary Grade N10		\$68,200	\$87,000	\$105,800
Hourly Rate		\$32.79	\$41.83	\$50.87
Fire Hourly Rate		\$23.43	\$29.88	\$36.33
Business Analyst Group Leader				
Deputy Fire Marshal				
Electric Metering Supervisor				
Fire Lieutenant				
Line Crew Supervisor				
Warehouse Operations Manager				

PROPOSED 2015 Part Time Pay Plan

Part Time Pay Plan		Range	Range
Job Title		Minimum	Maximum
Salary Grade PT1		\$8.23	\$12.25
Batting Cage Worker			
Cart Range Worker		PROPOSED NEW MINIMUM WAGE	
Childcare Attendant			
Clerk/Cashier			
Concession Worker			
Fire Records Clerk			
Firefighter Apprentice			
Fitness Area Supervisor/Trainer			
General Laborer I			
Golf Pro-Shop Worker			
Intern I			
Lifeguard (Pool/Beach/Chilson)			
Maintenance Worker I			
Play/Tee Manager I			
Pool Technician			
Program Instructor I			
Recycling Site Attendant			
Recycling Site Helper			
Scorekeeper			
Swim Aide			
Youth Athletics Official I			
Salary Grade PT2		\$9.00	\$14.00
Activity/Day Camp Leader			
Assistant Pool/Beach Manager			
Cultural Events Assistant			
Escort Van Driver			
Facility Attendant I			
Front House/Event Coordinator			
General Laborer II			
Lead Clerk/Cashier			
Lead Lifeguard			
Library Page			
Maintenance Worker II			
Museum Registrar			
Play/Tee Manager II			
Program Instructor II			
Tournament Director			
Water Safety Instructor			
Youth Athletics Coach			
Youth Athletics Official II			
Salary Grade PT3		\$11.00	\$17.80
Adult Athletics Official I			
Assistant Day Camp Director			
Certified Youth Athletics Official			
Day Camp Director			
Environmental Education Coordinator			

Part Time Pay Plan

Job Title	Range Minimum	Range Maximum
Salary Grade PT3 cont.	\$11.00	\$17.80
Facility Supervisor		
Intern II		
Maintenance Technician		
Master Greens Keeper		
Pool/Beach Manager		
Production Assistant		
Program Instructor III		
Salary Grade PT4	\$17.80	\$35.00
Adult Athletics Official II		
Code Enforcement/Weed Control		
Development Administrator		
Intern III		
Program Instructor IV		
Groundworker (temp)		

2015 Police Department Pay Plan

Annual Rates

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Police Officer	\$57,900	\$60,900	\$63,700	\$66,550	\$69,400	\$72,250	\$75,200
Police Sergeant	\$78,200	\$81,400	\$84,600	\$88,300	\$92,000	\$95,600	
Community Service Officer	\$43,900	\$46,250	\$48,400	\$50,450	\$52,650	\$54,800	\$57,000
Communication Specialist	\$43,100	\$45,400	\$47,500	\$49,500	\$51,800	\$53,850	\$56,000
Lead Communication Specialist	\$47,400	\$49,950	\$52,200	\$54,470	\$56,800	\$59,200	\$61,550
Communication Specialist Supervisor	\$58,400	\$61,500	\$64,400	\$67,100	\$69,900	\$72,800	\$75,800
Police Records Specialist	\$34,800	\$36,700	\$38,350	\$40,000	\$41,700	\$43,400	\$45,200
Lead Records Specialist	\$38,300	\$40,350	\$42,200	\$44,050	\$46,000	\$47,900	\$49,850

Step Key: Performance (Meets Expectations) and Months of Service

Step 1	0 to 12 Months	Step 5	49 to 60 Months
Step 2	13 to 24 Months	Step 6	61 to 72 Months
Step 3	25 to 36 Months	Step 7	> 73 Months
Step 4	37 to 48 Months		

Hourly Rates

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Police Officer	\$27.84	\$29.28	\$30.63	\$32.00	\$33.37	\$34.74	\$36.16
Police Sergeant	\$37.60	\$39.14	\$40.68	\$42.46	\$44.24	\$45.97	
Community Service Officer	\$21.11	\$22.24	\$23.27	\$24.26	\$25.32	\$26.35	\$27.41
Communication Specialist	\$20.73	\$21.83	\$22.84	\$23.80	\$24.91	\$25.89	\$26.93
Lead Communication Specialist	\$22.79	\$24.02	\$25.10	\$26.19	\$27.31	\$28.47	\$29.60
Communication Specialist Supervisor	\$28.08	\$29.57	\$30.97	\$32.26	\$33.61	\$35.00	\$36.45
Police Records Specialist	\$16.74	\$17.65	\$18.44	\$19.24	\$20.05	\$20.87	\$21.74
Lead Records Specialist	\$18.42	\$19.40	\$20.29	\$21.18	\$22.12	\$23.03	\$23.97

Position Title	Page Number	Pay Level
Accountant	1	E02
Accounting Clerk	4	N03
Accounting Technician	4	N04
Activity/Day Camp Leader	8	PT2
Administrative Analyst	6	N07
Administrative Business Manager	2	E05
Administrative Specialist	4	N03
Administrative Technician	4	N04
Adult Athletics Official I	8	PT3
Adult Athletics Official II	9	PT4
Airport Director	3	E07
Airport Maintenance Worker	5	N05
Airport Op. Maintenance Supervisor	1	E03
Application Services Manager	3	E07
Apprentice Lineworker I	6	N06
Apprentice Lineworker II	6	N07
Aquatics Supervisor	4	N04
Assistant City Attorney I	2	E05
Assistant City Attorney II	3	E07
Assistant City Manager	3	E09
Assistant Day Camp Director	8	PT3
Assistant Golf Professional	4	N04
Assistant Pool/Beach Manager	8	PT2
Associate Engineer	6	N07
Athletics Coordinator	1	E01
Battalion Chief	3	E07
Batting Cage Worker	8	PT1
Benefits Administrator	1	E02
Budget Analyst	1	E02
Budget Officer	2	E06
Building Attendant	4	N04
Building Inspector	6	N07
Building Supervisor	4	N04
Bus Driver	4	N03
Bus Driver Substitute	4	N03
Business Analyst	7	N08
Business Analyst Group Leader	7	N10
Business Development Specialist	1	E02
Business Services Coordinator	5	N05
Buyer	5	N05
Cart Range Worker	8	PT1
Cashier I	4	N01
Cashier II	4	N02
Certified Youth Athletics Official	8	PT3

Position Title	Page Number	Pay Level
Chief Building Official	2	E06
Chief Of Police	3	E09
Childcare Attendant	8	PT1
Childcare Supervisor	4	N02
City Clerk	3	E07
City Engineer	3	E08
City Planner I	5	N05
City Planner II	6	N06
City Planning Technician	4	N04
City Traffic Engineer	3	E07
Civil Engineer I	2	E04
Civil Engineer II	2	E05
Clerk/Cashier	8	PT1
Code Administrator	5	N05
Code Enforcement/Weed Control	9	PT4
Community Partnership Administrator	1	E02
Computer Support Technician	5	N05
Computer Support Technician Group Leader	6	N07
Concession Worker	8	PT1
Construction Coordinator	1	E03
Court Administrator	4	N04
Crew Leader Cemetery	5	N05
Crew Supervisor	1	E03
Crime Analyst	6	N07
Criminalist	7	N09
Cross Connection Controls Technician	6	N07
Cultural Events Assistant	8	PT2
Cultural Services Director	3	E07
Current Planning Manager	2	E06
Customer Relations Business Specialist	1	E03
Customer Relations Manager	2	E05
Customer Relations Specialist	1	E03
Customer Service Supervisor	7	N09
Day Camp Director	8	PT3
Deputy City Attorney	3	E08
Deputy City Clerk	5	N05
Deputy Fire Marshal	7	N10
Desktop Publishing Specialist	5	N05
Development Administrator	9	PT4
Director Economic Development	3	E07
Director Of Development Services	3	E08
Director Of Parks And Recreation	3	E09
Director Of Public Works	3	E09
Director Of Water & Power	3	E09

Position Title	Page Number	Pay Level
Distribution Systems Operator	6	N05
Economic Development Manager	1	E03
Electric Metering Supervisor	7	N10
Electrical Engineer	2	E04
Emergency Manager	2	E06
Engineering Technician	6	N06
Environmental Compliance Administrator	2	E05
Environmental Education Coordinator	8	PT3
Equipment Operator	4	N04
Equipment Services Technician	4	N04
Escort Van Driver	8	PT2
Evidence Technician	5	N05
Executive Assistant	6	N06
Executive Fiscal Advisor	3	E07
Facilities Maintenance Tech	6	N06
Facilities Maintenance Tech Leadworker	6	N06
Facilities Management Planner	1	E03
Facilities Operations Manager	3	E07
Facilities Planning Specialist	4	N04
Facility Attendant I	8	PT2
Facility Coordinator	1	E01
Facility Maintenance Superintendent	2	E05
Facility Supervisor	8	PT3
Field Engineer	6	N07
Field Engineering Coordinator	6	N06
Field Engineering Supervisor	2	E05
Field Service Representative	6	N06
Finance Director	3	E09
Financial Rate Analyst	1	E03
Fire Captain	2	E06
Fire Chief	3	E09
Fire Division Chief	3	E08
Fire Engineer	7	N09
Fire Inspection Technician	7	N09
Fire Lieutenant	7	N10
Fire Records Clerk	8	PT1
Firefighter Apprentice	8	PT1
Firefighter I	6	N06
Firefighter II	6	N07
Fitness Area Supervisor/Trainer	8	PT1
Fleet Parts Buyer	5	N05
Fleet Services Manager	2	E05
Front House/Event Coordinator	8	PT2
General Laborer I	8	PT1

Position Title	Page Number	Pay Level
General Laborer II	8	PT2
GIS Specialist	6	N06
GIS Technician	4	N04
Golf Course Professional	1	E03
Golf Mechanic	5	N05
Golf Operations Manager	2	E06
Golf Pro-Shop Worker	8	PT1
Golf Services Superintendent	1	E03
Graphic Designer	5	N05
Groundworker (temp)	9	PT4
Grounds Technician	5	N05
Heavy Equipment Operator	5	N05
Help Desk Technician	4	N04
Human Resources Analyst	5	N05
Human Resources Director	3	E08
Human Resources Generalist	1	E02
Human Resources Manager	2	E06
Human Resources Technician	4	N04
Industrial Pretreatment Coordinator	2	E04
Industrial Pretreatment Specialist	6	N06
Information Technology Director	3	E08
Infrastructure Services Manager	3	E07
Intern I	8	PT1
Intern II	8	PT3
Intern III	9	PT4
Investigative Technician	5	N05
Irrigation Technician	4	N04
Journey Lineworker	7	N09
Journey Meter Technician	7	N09
Journey Water Systems Operator	5	N04
Latent Fingerprint Examiner	6	N07
Lead Clerk/Cashier	8	PT2
Lead Equipment Operator	6	N06
Lead Lifeguard	8	PT2
Lead Plant Operator	7	N08
Lead Water Systems Operator	6	N06
Legal Assistant	6	N06
Librarian I	5	N04
Librarian I Substitute	5	N04
Librarian II	5	N05
Librarian III	1	E03
Library Aide	4	N02
Library Director	3	E07
Library Page	8	PT2

Position Title	Page Number	Pay Level
Library Technology Manager	2	E04
Lifeguard (Pool/Beach/Chilson)	8	PT1
Line Crew Supervisor	7	N10
Mail Distribution Clerk	4	N01
Maintenance Technician	8	PT3
Maintenance Worker	4	N03
Maintenance Worker I	8	PT1
Maintenance Worker II	8	PT2
Marketing Coordinator	1	E01
Master Greens Keeper	8	PT3
Mechanic I	5	N05
Mechanic II	6	N06
Mechanical/Maintenance Technician	6	N07
Meter Reader	5	N04
Municipal Court Clerk	4	N03
Museum Curator	1	E01
Museum Preparator	5	N05
Museum Registrar	8	PT2
Network & Systems Administrator	7	N08
Office Assistant	4	N01
Office Support Specialist	4	N02
Open Lands Coordinator	7	N08
Open Lands Manager	2	E04
Open Lands Technician	5	N05
Parks Crew Leader	5	N05
Parks Manager	2	E06
Parks Planner	6	N06
Parks Specialist	5	N05
Parks Worker	4	N03
Payroll Administrator	5	N05
Plans Reviewer	7	N08
Plant Operator A	6	N07
Plant Operator B/C	5	N05
Plant Operator D	4	N03
Play/Tee Manager I	8	PT1
Play/Tee Manager II	8	PT2
Police Captain	3	E08
Police Communications Manager	2	E06
Police Lieutenant	2	E06
Police Records Manager	2	E05
Police Report Technician	4	N03
Pool Technician	8	PT1
Pool/Beach Manager	9	PT3

Position Title	Page Number	Pay Level
Power Operations Manager	3	E08
Power Operations Supervisor	2	E06
Pre-Apprentice Lineworker	5	N05
Principal City Planner	2	E04
Production Assistant	9	PT3
Program Instructor I	8	PT1
Program Instructor II	8	PT2
Program Instructor III	9	PT3
Program Instructor IV	9	PT4
Program Supervisor	1	E02
Public Art/Business Service Manager	1	E02
Public Information Officer	2	E04
Public Safety Administration Director	3	E08
Public Works Inspector	6	N05
Purchasing Administrator	1	E02
Recreation Coordinator	1	E01
Recreation Facility Manager	1	E03
Recreation Manager	2	E06
Recycling Site Attendant	8	PT1
Recycling Site Helper	8	PT1
Revenue and Licensing Coordinator	5	N04
Revenue Manager	2	E06
Risk Manager	2	E06
Safety Coordinator	6	N07
Sales Tax Auditor	1	E02
SCADA Progr/Instr & Controls Specialist	7	N08
Scheduling Coordinator	4	N02
Scorekeeper	8	PT1
Senior Accountant	1	E03
Senior Building Inspector	7	N08
Senior City Planner	1	E02
Senior Civil Engineer	2	E06
Senior Customer Service Representative	5	N04
Senior Electrical Engineer	2	E06
Senior Fleet Technician	6	N07
Senior GIS Specialist	7	N08
Senior Human Resources Generalist	1	E03
Senior Meter Reader	6	N05
Senior Parks Planner	2	E05
Senior Utility Billing Clerk	5	N04
Solid Waste Mgmt Superintendent	2	E06
Special Projects Manager	2	E05
Staff Engineer	1	E03
Stormwater Quality Specialist	1	E02

Position Title	Page Number	Pay Level
Streets & Stormwater Maint. Supt.	2	E06
Streets & Solid Waste Manager	3	E07
Support Services Superintendent	2	E05
Swim Aide	8	PT1
Technical Assistant	4	N03
Technical Coordinator	5	N04
Technical Services Maintenance Specialist	6	N07
Technical Services Maintenance Technician	6	N06
Technical Services Master Electrician	7	N08
Technical Services Superintendent	2	E04
Technical Specialist	6	N07
Telecom Specialist	6	N06
Theater Coordinator	6	N05
Theater Manager	1	E03
Tournament Director	8	PT2
Traffic Marking Crew Leader	6	N06
Traffic Operations Superintendent	2	E05
Traffic Sign Crew Leader	6	N05
Traffic Signal Technician	6	N05
Traffic Technician	5	N04
Transit Manager	2	E05
Transit Operations Supervisor	1	E02
Utility Accounting Manager	3	E06
Utility Billing Clerk	4	N03
Utility Billing Supervisor	7	N09
Utility Financial Rate Analyst	1	E03
Utility Information Manager	3	E06
Utility Locator	5	N04
Vehicle Service Writer	4	N03
Visitor Center Manager	1	E01
Visitor Services Coordinator	1	E02
Warehouse Operations Manager	7	N10
Warehouse Worker	4	N03
Wastewater Treatment Plant Mgr	3	E06
Water Meter Technician I	5	N04
Water Meter Technician II	6	N05
Water Operations Supervisor	2	E04
Water Quality Lab Supervisor	2	E04
Water Quality Analyst	6	N07
Water Quality Specialist	6	N05
Water Safety Instructor	8	PT2
Water Treatment Manager	3	E06
Water Utilities Manager	3	E08
Youth Athletics Coach	8	PT2

Position Title	Page Number	Pay Level
Youth Athletics Official I	8	PT1
Youth Athletics Official II	8	PT2



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

AGENDA ITEM: 10
MEETING DATE: 12/16/2014
TO: City Council
FROM: Mark Miller, Loveland Fire Rescue Authority
PRESENTER: Mark Miller, Fire Chief

TITLE:

A Resolution to Amend the 1966 Intergovernmental Agreement between the City of Loveland and the Loveland Rural Fire Protection District to Close the Consolidated Firemen's Pension Fund of Loveland and Rural District to Future Volunteer Firefighters

RECOMMENDED CITY COUNCIL ACTION:

Adopt the resolution as recommended.

OPTIONS:

1. Adopt the action as recommended by the Consolidated Volunteer Pension Board and the LFRA Board.
2. Deny the action
3. Adopt a modified action (specify in the motion)
4. Refer back to staff for further development and consideration
5. Adopt a motion continuing the item to a future Council meeting

SUMMARY:

This is an administrative action to close the Loveland and Rural Consolidated Volunteer Fire Pension Fund (5153-5) to future reserve (volunteer) firefighters due to a steady and continuous reduction in the number of reserve firefighters serving the City and the Rural District, an increasing likelihood that such reserves would not meet the minimum service requirements to qualify to receive benefits from the volunteer fire pension fund and the recent change to a two-tier staffing plan that no longer recruits additional LFRA reserve firefighters. This does **NOT** affect pension benefits to existing retirees or those already vested in the plan. It simply discontinues offering the plan to new entrants.

BUDGET IMPACT:

Positive
 Negative
 Neutral or negligible

BACKGROUND:

The Reserve Firefighter program for LFRA has been an integral part of the organization's current three-tiered staffing model since 2010. In 2012, the name was changed from "Volunteers" to "Reserves." During an evaluation of the reserve firefighter program, there was the desire to create a new, and more relevant, pension program for future LFRA reserves. Until now, all reserves entering into LFRA were added to the existing Consolidated Volunteer Firefighter Pension program; even though (historically) no reserves have been staying with the department long enough to be vested or to qualify for any volunteer firefighter benefits. The average service years of active reserve members is reported in the 2013 actuarial report as 1.6 years (down from 2.7 years in the 2011 study and 2.3 years in the 2009 study). Members must have 10 years of service (five with a single organization) to be eligible to receive a prorated pension benefit.

As the research for a more meaningful pension program continued, staff reflected on the more seminal question that was posed in the 2012 LFRA Strategic Plan: is the three tiered staffing model (full time, part time, and reserve staffing) the most effective model for LFRA?

2012 LFRA Strategic Plan "periodic, ongoing evaluations for the efficiency and effectiveness of the three-tiered staffing model are needed" (page 37).

Perhaps the most significant factor in considering the move to a two-tiered staffing model is the fact that our reserve program is at its lowest point in numbers and impact on the LFRA Operations Division. Currently, LFRA has nine reserves assigned to shifts, thanks to a group of 5 reserves that graduated from their academy November 10, 2014. The majority of the year there were only three reserves. The LFRA stated the target for the reserve program has been twenty. That goal has not been met for a number of years. Thus, the service delivery effectiveness of the reserve program for LFRA has been almost nonexistent. During the last several years, efforts have been made through grants and other means to enhance recruitment and retention of reserves; including efforts to secure a Recruitment-Retention Officer position. These efforts have all failed. This is also a time where other fire departments in the region are hiring and there are simply many more opportunities for full-time paid and part-time paid positions. Becoming a volunteer or a reserve firefighter is far less appealing if there is an opportunity for a paid position.

Another factor in the evaluation of the workforce staffing model and the use of the current LFRA reserve program is the Big Thompson Canyon. Their volunteer system is working and has proven to be a viable and reliable system. However, the program needs assistance in training, administrative support, and logistics. Our staff believes that the resources being invested in the current reserve program could be better invested in assisting the Canyon volunteer program; a program that is important to our overall response and operations. LFRA can utilize new volunteers for the Canyon, with some additional training and preparation, for some shift work at our career stations, similar to what we are doing now with the reserve program. LFRA would essentially deploy a two-tiered model with ancillary volunteers from the Canyon working assignments primarily in the Canyon, but also spending some time on career engines.

After considering the issue at the September 11, 2014 LFRA Board meeting, the Board unanimously voted to move to a two-tier staffing model (full time and part time) and continue to support the reserve program for the Big Thompson Canyon Volunteer Department.

As a result there is no longer a need to have a pension program open to new LFRA reserves. The Loveland Fire Rescue Authority Board and the Consolidated Volunteer Pension Board have voted to recommend that the fund be closed to new participants. To be effective, this action needs to be adopted by both the Loveland City Council and the Rural District Board.

REVIEWED BY CITY MANAGER:



LIST OF ATTACHMENTS:

1. Resolution
2. Exhibit A -Third Amendment to Agreement of May 17, 1966, Regarding the Consolidated Firemen's Pension Fund of Loveland and Rural District

RESOLUTION # R-92-2014**A RESOLUTION TO AMEND THE 1966 INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF LOVELAND AND THE LOVELAND RURAL FIRE
PROTECTION DISTRICT TO CLOSE THE CONSOLIDATED FIREMEN'S PENSION
FUND OF LOVELAND AND RURAL DISTRICT TO FUTURE VOLUNTEER
FIREFIGHTERS**

WHEREAS, pursuant to C.R.S. § 29-1-203(1), governmental entities 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; and

WHEREAS, in accordance with C.R.S. §29-1-201, governmental entities are permitted and encouraged to make the most efficient and effective use of their powers and responsibilities by cooperating and contracting with other governments; and

WHEREAS, in 1966 the City of Loveland ("City"), by and through its Trustees for the Loveland Firemen's Pension Fund, and the Loveland Rural Fire Protection District ("District"), by and through its Trustees for the Loveland Rural Fire Protection District Firemen's Pension Fund, entered into that certain Agreement dated May 17, 1966, as amended by that certain Amendment to Agreement of May 17, 1966, dated November 20, 1984 and that certain Second Amendment to Agreement of May 17, 1966 regarding the Consolidated Firemen's Pension Fund of Loveland and Rural District dated October 13, 2011 (collectively, the "Agreement") to consolidate the pension funds for their respective volunteer firefighters into a Consolidated Firemen's Pension Fund of Loveland and Rural District ("Consolidated Pension Fund"); and

WHEREAS, the Consolidated Pension Fund is administered by a board of trustees ("Pension Board") pursuant to the terms of the Agreement and is funded and generally overseen by the Loveland Fire Rescue Authority ("Fire Authority") pursuant to that certain Intergovernmental Agreement for the Establishment and Operation of the Loveland Fire Rescue dated August 19, 2011 between the City and the District; and

WHEREAS, as a result of the Fire Authority's analysis which found a steady and continuous reduction in the number of volunteer firefighters serving the City and the District, and an increasing likelihood that such volunteers would not meet the minimum service requirements to qualify to receive benefits from the Consolidated Pension Fund, the Pension Board voted unanimously on February 19, 2014, to recommend to the City Council and the District Board closure of the Consolidated Pension Fund to future volunteer firefighters; and

WHEREAS, based on such analysis and pursuant to the Fire Authority's 2012 Strategic Plan, the Fire Authority Board voted unanimously on September 11, 2014 to move the Fire Authority from a three-tier staffing model comprised of full-time, part-time and volunteer firefighters to a two-tier staffing model that discontinued the use of volunteer firefighters and is comprised of full-time and part-time firefighters, and voted unanimously on November 13, 2014 to recommend to the City Council and the District Board closure of the Consolidated Pension Fund to future volunteer firefighters; and

WHEREAS, the Fire Authority Board also voted unanimously on September 11, 2014 to continue support of the volunteer firefighter program operated through the District's Big Thompson Canyon Volunteer Department which is not an obligation of the Consolidated Pension Fund; and

WHEREAS, the City and the District desire to amend the Agreement to close the Consolidated Pension Fund to future volunteer firefighters as of February 28, 2015 at 12:01 a.m., while recognizing the continuing accrual of existing participants' benefits; and

WHEREAS, the City Council finds that it is in the best interests of the City and its citizens to enter into the "Third 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 ("Third Amendment"), to close the Consolidated Pension Fund to future volunteer firefighters; and

WHEREAS, on December 3, 2014, the District, through its Board, approved the Third Amendment.

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

Section 1. That the Third Amendment 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 16th day of December, 2014.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Masie Garcia
Assistant City Attorney

A RESOLUTION TO AMEND THE 1966 INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF LOVELAND AND THE LOVELAND RURAL FIRE PROTECTION DISTRICT TO CLOSE THE CONSOLIDATED FIREMENT'S PENSION FUND OF LOVELAND AND RURAL DISTRICT TO FUTURE VOLUNTEER FIREFIGHTERS

**THIRD AMENDMENT TO AGREEMENT OF MAY 17, 1966, REGARDING
THE CONSOLIDATED FIREMEN'S PENSION FUND OF LOVELAND
AND RURAL DISTRICT**

WHEREAS, the City of Loveland (the "City") and the Loveland Rural Fire Protection District (the "District") desire to amend their agreement dated May 17, 1966, as amended by that certain Amendment to Agreement of May 17, 1966, dated November 20, 1984 and that certain Second Amendment to Agreement of May 17, 1966 Regarding the Consolidated Firemen's Pension Fund of Loveland and Rural District dated October 13, 2011 (collectively, the "Agreement") that created the Consolidated Firemen's Pension Fund of Loveland and Rural District (the "Consolidated Pension Fund"); and

WHEREAS, the purpose of this third amendment ("Third Amendment") is to close the Consolidated Pension fund to future volunteer firefighters, while recognizing the continuing accrual of existing participants' benefits.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and the District agree as follows:

1. There is hereby added a new Part 13 to the Agreement which shall read in full as follows:
 13. Closure of the Consolidated Firemen's Pension Fund of Loveland and Rural District. On February 28, 2015 at 12:01 a.m. the Consolidated Firemen's Pension Fund of Loveland and Rural District shall close to any future fireman who would otherwise be a beneficiary of such fund. No fireman who is eligible to become a beneficiary of such fund as a result of volunteer firefighter activity that occurred prior to February 28, 2015, and no existing beneficiary shall be affected by closure of such fund.

2. All other terms and conditions of the Agreement shall remain unchanged and in full force and effect.

Dated this _____ day of _____, 2015.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Agreement of May 17, 1966, Regarding the Consolidated Firemen's Pension Fund of Loveland and Rural District as of the date above written.

CITY OF LOVELAND, COLORADO

By:

William D. Cahill, City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

Assistant City Attorney

LOVELAND RURAL FIRE
PROTECTION DISTRICT

By:

Dave Legits, President

ATTEST:

Secretary

APPROVED AS TO FORM:

Legal Counsel

**CITY OF LOVELAND****ECONOMIC DEVELOPMENT OFFICE**

Civic Center • 500 East Third • Loveland, Colorado 80537

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AGENDA ITEM: 11
MEETING DATE: 12/16/2014
TO: City Council
FROM: Marcie Erion, Economic Development
PRESENTER: Chris Conrardy, EWI

TITLE:

An Ordinance on First Reading Enacting a Supplemental Appropriation to the 2015 City of Loveland Budget for a Services Contract with Edison Welding Institute, Inc.

RECOMMENDED CITY COUNCIL ACTION:

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

OPTIONS:

1. Adopt the action as recommended
2. Deny the action
3. Adopt a modified action (specify in the motion)
4. Refer back to staff for further development and consideration
5. Adopt a motion continuing the item to a future Council meeting

SUMMARY:

This is an administrative action. The City of Loveland proposes to enter into a Services Contract with Edison Welding Institute, Inc., dba "EWI" to perform a regional manufacturing and technology needs assessment and the EWI Colorado business plan. This item was brought before Council at the October 7, 2014 regular meeting as an informational item. At that time, City Council provided direction to staff to bring a funding ordinance for the EWI contract to Council for formal consideration.

BUDGET IMPACT:

Positive
 Negative
 Neutral or negligible

The ordinance funding reduces the flexibility to fund other projects. The \$300,000 would come out of the Economic Development Incentive Fund in 2015. The current balance in the incentive fund for 2015 is \$450,000 with a rollover of \$762,790.

BACKGROUND:

The City of Loveland and EWI have been engaged in discussions regarding an EWI Colorado branch located at the Rocky Mountain Center for Innovation and Technology. As these discussions have progressed and feedback from the tech transfer program has been shared, it became clear to both parties that a partnership with EWI is the logical next step. The effort would be broken into two phases. Staff is seeking funding for Phase I.

Phase I/Outcomes:

- Identify technology needs and growth opportunities for regional manufacturers
- Assess capabilities of existing regional technology organizations and identify gaps
- Build community support for an RMCIT operation to address these needs and gaps
- Establish partnerships with regional organizations to leverage existing capabilities
- Uncover opportunities to make immediate impacts by linking existing technical capabilities with manufacturing needs and commercialization opportunities
- Develop a business plan for a financially sustainable EWI operation in Loveland including specific technology areas, services, equipment, staffing, and investment requirements

Based on preliminary discussions, EWI anticipates a positive outcome from Phase I which would lead to Phase 2- establish a new operation at RMCIT. The Phase 1 services are comprised of a regional manufacturing and technology needs assessment which would benefit the City and allow EWI to seek start-up capital from local, regional, state, federal, and private sources. It will also give a high level of confidence that the RMCIT operation will achieve sustainability without reliance on ongoing government subsidies. EWI will be participating financially in the assessment as well in the range of \$150,000.

The City of Loveland will receive a written report that will include a market study, stakeholders list, business plan, gap analysis, and supply chain assessment created through engagement with the regional manufacturing and technology community. This will help identify opportunities to make an immediate impact at RMCIT and within the local high tech and manufacturing sectors. Economic Development efforts could be directed in a targeted way with work in Business Retention and Expansion as well as Attraction.

Support for this contract is consistent with all four goals of the City of Loveland Economic Development Strategic Plan:

- Goal #1- "Make Loveland the Heart of Innovation and Creativity in Colorado"
- Goal #2- "Make Loveland a Destination which attracts Businesses, Visitors, and Consumers"
- Goal #3- "Make the Right Investment Easy to Come, Stay and Grow."
- Goal #4- "Make the Right Connections"

REVIEWED BY CITY MANAGER:

William D. Caneill

LIST OF ATTACHMENTS:

1. Ordinance
2. Presentation Slides (EWI)
3. <http://www.buffalonews.com/business/buffalo-niagara-advanced-manufacturing-institute-announced-for-downtown-buffalo-20140227>
4. www.ewi.org

SERVICES CONTRACT

This Contract is entered into this ____ day of _____, 20____, by and between the **City of Loveland, Colorado** ("City") and **Edison Welding Institute, Inc. d/b/a EWI** ("Contractor").

Whereas, the parties desire to contract with one another to complete the following project: **Phase 1 of Regional Needs Assessment and EWI Colorado Business Plan Development.**

Now, therefore, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. **Services.** The Contractor shall perform the services set forth in Exhibit A, attached hereto and incorporated herein by reference ("Services"). The Contractor represents that it has the authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Contract and all applicable laws. The City reserves the right to remove any of the Services from Exhibit A upon written notice to Contractor. In the event of any conflict between this Contract and Exhibit A, the provisions of this Contract shall prevail.

2. **Price.** The City shall pay the Contractor a sum not to exceed **\$300,000 according to the payment distribution schedule in Exhibit A**. The City shall make payment within thirty days of receipt and approval of monthly invoices, which shall identify the specific Services performed for which payment is requested.

3. **Term.** This Contract shall be effective from **January 7, 2015 through June 30, 2016**. This Contract may be extended or renewed by written agreement of the parties.

4. **Appropriation.** To the extent this Contract constitutes a multiple fiscal year debt or financial obligation of the City, it shall be subject to annual appropriation pursuant to the City of Loveland Municipal Charter Section 11-6 and Article X, Section 20 of the Colorado Constitution. The City shall have no obligation to continue this Contract in any fiscal year in which no such appropriation is made.

5. **Independent Contractor.** The parties agree that the Contractor is an independent contractor and is not an employee of the City. **The Contractor is not entitled to workers' compensation benefits from the City and is obligated to pay federal and state income tax on any money earned pursuant to this Contract.**

6. **Insurance Requirements.**

a. **Policies.** The Contractor and its subcontractors, if any, shall procure and keep in force during the duration of this Contract the following insurance policies and shall provide the City with a certificate of insurance evidencing upon execution of this Contract:

(i) Comprehensive general liability insurance insuring the Contractor and naming the City as an additional insured with minimum combined single limits

of \$1,000,000 each occurrence and \$1,000,000 aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.

(ii) Comprehensive automobile liability insurance insuring the Contractor and naming the City as an additional insured against any liability for personal injury, bodily injury, or death arising out of the use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by the Contractor which are used in connection with this Contract, whether the motor vehicles are owned, non-owned, or hired, with a combined single limit of at least \$1,000,000.

(iii) Professional liability insurance insuring the Contractor against any professional liability with a limit of at least \$1,000,000 per claim and annual aggregate. *(Note: this policy shall only be required if the Contractor is an architect, engineer, surveyor, appraiser, physician, attorney, accountant, or other licensed professional.)*

(iv) Workers' compensation insurance and all other insurance required by any applicable law. *(Note: if under Colorado law the Contractor is not required to carry workers' compensation insurance, the Contractor shall execute a Certificate of Exemption and Waiver, attached hereto as Exhibit B and incorporated herein by reference.)*

b. Requirements. Required insurance policies shall be with companies qualified to do business in Colorado with a general policyholder's financial rating acceptable to the City. Said policies shall not be cancelable or subject to reduction in coverage limits or other modification except after thirty days prior written notice to the City. The Contractor shall identify whether the type of coverage is "occurrence" or "claims made." If the type of coverage is "claims made," which at renewal the Contractor changes to "occurrence," the Contractor shall carry a six-month tail. Comprehensive general and automobile policies shall be for the mutual and joint benefit and protection of the Contractor and the City. Such policies shall provide that the City, although named as an additional insured, shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its officers, employees, and agents by reason of negligence of the Contractor, its officers, employees, agents, subcontractors, or business invitees. Such policies shall be written as primary policies not contributing to and not in excess of coverage the City may carry.

7. Indemnification. The Contractor agrees to indemnify and hold harmless the City, its officers, employees, and agents from and against all liability, claims, and demands on account of any injury, loss, or damage arising out of or connected with the Services, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other

fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom the Contractor is responsible. The Contractor shall investigate, handle, respond to, and defend against any such liability, claims, and demands, and shall bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage to the extent caused by the act, omission, or other fault of the City. This paragraph shall survive the termination or expiration of this Contract.

8. Governmental Immunity Act. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the notices, requirements, immunities, rights, benefits, protections, limitations of liability, and other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.* and under any other applicable law.

9. Compliance with Applicable Laws.

a. Generally. The Contractor shall comply with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City. The Contractor shall solely be responsible for payment of all applicable taxes and for obtaining and keeping in force all applicable permits and approvals.

b. C.R.S. Article 17.5, Title 8. The Contractor hereby certifies that, as of the date of this Contract, it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that the Contractor will participate in the e-verify program or Colorado Department of Labor and Employment ("Department") program as defined in C.R.S. § 8-17.5-101 in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. The Contractor certifies that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the e-verify program or the Department program. The Contractor is prohibited from using either the e-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall be required to: (i) notify the subcontractor and City within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (ii) terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Contractor shall comply with any reasonable request by the Department made in the course

of an investigation that it is undertaking pursuant to the authority established in C.R.S. Article 17.5, Title 8. If the Contractor violates this paragraph, the City may terminate this Contract for default in accordance with "Termination," below. If this Contract is so terminated, the Contractor shall be liable for actual and consequential damages to the City. (*Note: this paragraph shall not apply to contracts: (i) for Services involving the delivery of a specific end product (other than reports that are merely incidental to the performance of said work); or (ii) for information technology services and/or products.*)

c. C.R.S. § 24-76.5-103. If the Contractor is a natural person (*i.e.*, not a corporation, partnership, or other legally-created entity), he/she must complete the affidavit attached hereto as Exhibit C and attach a photocopy of a valid form of identification. If the Contractor states that he/she is an alien lawfully present in the United States, the City will verify his/her lawful presence through the SAVE Program or successor program operated by the U.S. Department of Homeland Security. In the event the City determines that the Contractor is not lawfully present in the United States, the City shall terminate this Contract for default in accordance with "Termination," below.

10. Termination.

a. Without Cause. Either party may terminate this Contract without cause upon thirty days prior written notice to the other. The City shall be liable to pay the Contractor for Services performed as of the effective date of termination, but shall not be liable to the Contractor for anticipated profits.

b. For Default. Each and every term and condition hereof shall be deemed to be a material element of this Contract. In the event either party fails to perform according to the terms of this Contract, such party may be declared in default. If the defaulting party does not cure said breach within ten days of written notice thereof, the non-defaulting party may terminate this Contract immediately upon written notice of termination to the other. In the event of such termination by the City, the City shall be liable to pay the Contractor for Services performed as of the effective date of termination, but shall not be liable to Contractor for anticipated profits; provided, however, that the Contractor shall not be relieved of liability to the City for any damages sustained by the City by virtue of any default under this Contract, and the City may withhold payment to the Contractor for the purposes of setoff until such time as the exact amount of damages is determined.

11. Notices. Written notices shall be directed as follows and shall be deemed received when hand-delivered or emailed, or three days after being sent by certified mail, return receipt requested:

To the City:
Betsey Hale
City of Loveland
500 E. 3rd Street
Loveland, CO 80537
Email:
betsey.hale@cityofloveland.org

To the Contractor:
Chris Conrardy
EWI
1250 Arthur E. Adams Dr.
Columbus, OH 43221
Email: cconrardy@ewi.org

12. Special Provisions. Insurance requirements are waived.

13. Time of the Essence. Time is of the essence in performance of the Services and is a significant and material term of this Contract.

14. Miscellaneous. This Contract contains the entire agreement of the parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of the parties. In the event a court of competent jurisdiction holds any provision of this Contract invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Contract. The Contractor shall not assign this Contract without the City's prior written consent. This Contract shall be governed by the laws of the State of Colorado, and venue shall be in the County of Larimer, State of Colorado.

15. Electronic Signature. This Contract may be executed by electronic signature in accordance with C.R.S 24-71.3-101 *et seq.*

Signed by the parties on the date written above.

City of Loveland, Colorado

By: _____

Title: _____

ATTEST:

City Clerk

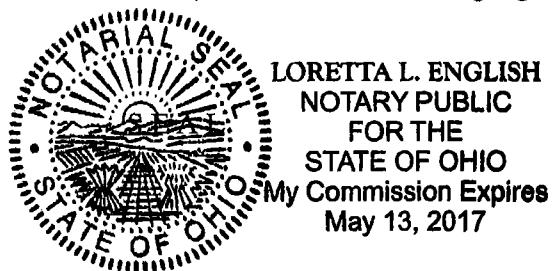
APPROVED AS TO FORM:

Assistant City Attorney

Contractor

By: C. C.Title: CTO, VP STRATEGIC INITIATIVESSTATE OF OH)
COUNTY OF FRANKLIN)
) ss.The foregoing instrument was acknowledged before me this 24 day of NOVEMBER,
2014 by CHRISTOPHER COOK.

(Insert name of individual signing on behalf of the Contractor)

Loretta L. English
Notary's official signatureMay 13, 2017
Commission expiration date

The City of Loveland is committed to providing an equal opportunity for citizens and does not discriminate on the basis of disability, race, color, national origin, religion, sexual orientation, age or gender. The City will make reasonable accommodations for citizens in accordance with the Americans with Disabilities Act.

EXHIBIT A – SERVICES

The City of Loveland will engage EWI to complete the work as described in the attached EWI Proposal No. 55220GTH.

The project schedule is planned for an 8-month period. The City of Loveland will fund \$300,000 to complete Phase 1 as described in Proposal No. 55220GTH. A fully executed services agreement and the 2nd reading of the appropriation ordinance must be completed prior to any distribution of funds. Distribution of payments will be \$100,000 (1/3 of the contract amount) to be issued when the project launches in January, 2015 and five monthly payments of \$33,000. The final payment will be \$35,000 and will be issued after the final report has been submitted and deemed accepted by the Economic Development Director. EWI will submit invoices to the City for each payment request.

EXHIBIT B – CERTIFICATE OF EXEMPTION AND WAIVER

DIRECTIONS:

- ✓ If the Contractor is NOT required under Colorado law to carry workers' compensation insurance and DOES NOT carry it, this exhibit MUST be completed and attached to the Contract.
- ✓ If the Contractor IS required under Colorado law to carry workers' compensation insurance and DOES carry it, this exhibit IS NOT REQUIRED and may be discarded.

The Contractor certifies to the City that it is not required to carry workers' compensation insurance under the Colorado Workers' Compensation Act. The Contractor acknowledges that it will be engaging in activities that may expose it to risk of bodily injury. The Contractor affirms that it is physically capable of performing the activities and that all necessary precautions to prevent injury to the Contractor and others will be taken. The Contractor shall not hold the City liable for any injuries that may arise during or resulting from the work performed under the Contract, and the Contractor shall defend, indemnify, and hold harmless the City from all such claims.

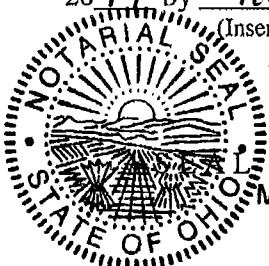
Contractor

By: Y. Shan
 Title: Corporate Attorney

STATE OF OH)
)
 COUNTY OF FRANKLIN) ss.

The foregoing instrument was acknowledged before me this 1 day of December,
 2014 by Kelly Shan.

(Insert name of individual signing on behalf of the Contractor)



LORETTA L. ENGLISH
 NOTARY PUBLIC
 FOR THE
 STATE OF OHIO
 My Commission Expires
 May 13, 2017

Loretta L. English
 Notary's official signature

May 13, 2017
 Commission expiration date

FIRST READING: December 16, 2014

SECOND READING: _____

ORDINANCE NO. _____

AN ORDINANCE ENACTING A SUPPLEMENTAL BUDGET AND APPROPRIATION TO THE 2015 CITY OF LOVELAND BUDGET FOR AN INCENTIVE AGREEMENT WITH EDISON WELDING INSTITUTE, INC. (EWI)

WHEREAS, the City has reserved funds not anticipated or appropriated at the time of the adoption of the City budget for 2015; 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 2015, as authorized by Section 11-6(a) of the Loveland City Charter.

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

Section 1. That reserves in the amount of \$300,000 from Fund Balance in the Economic Incentives Fund are available for appropriation. Revenues in the total amount of \$300,000 are hereby appropriated for an incentive agreement with Edison Welding Institute Inc. The spending agencies and funds that shall be spending the monies supplemetnally budgeted and appropriated are as follows:

**Supplemental Budget
Economic Incentives Fund 106**

Revenues	
Fund Balance	300,000
Total Revenue	300,000
 Appropriations	
106-18-180-1500-43155 EDEWI Economic Incentives	300,000
Total Appropriations	300,000

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 January, 2015.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



Assistant City Attorney

AN ORDINANCE ENACTING A SUPPLEMENTAL BUDGET AND APPROPRIATION TO THE 2015 CITY OF LOVELAND BUDGET FOR AN INCENTIVE AGREEMENT WITH EDISON WELDING INSTITUTE, INC. (EWI)



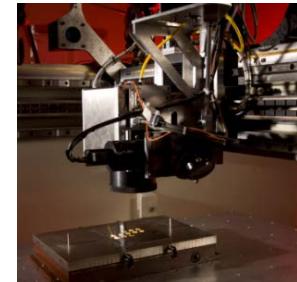
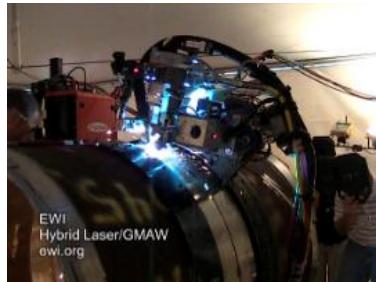
Assessment of Regional Needs to Lay the Groundwork for an EWI Location in Loveland, Colorado

October 7, 2014

Chris Conrardy
CTO & VP Strategic Initiatives
614.688.5191
cconrardy@ewi.org

Background

- ◆ Manufacturing technology is evolving very rapidly
- ◆ Innovative companies take advantage of new manufacturing technologies to become more competitive
- ◆ Many companies need help to screen and develop new technologies for their specific applications
- ◆ EWI helps companies adopt technologies to improve product performance, quality, reliability, and cost



EWI Overview



- ◆ **Sustainable** nonprofit manufacturing innovation model
- ◆ **Thought-leader** in many cross-cutting technologies
- ◆ **Market driven** by clients' emerging technology needs
- ◆ **Intermediary** between industry and academia
- ◆ **Commercializes** technologies to deliver solutions
- ◆ **Expanding** locations and relationships to increase impact



Objective / Approach

◆ **Objective - Maximize impact by:**

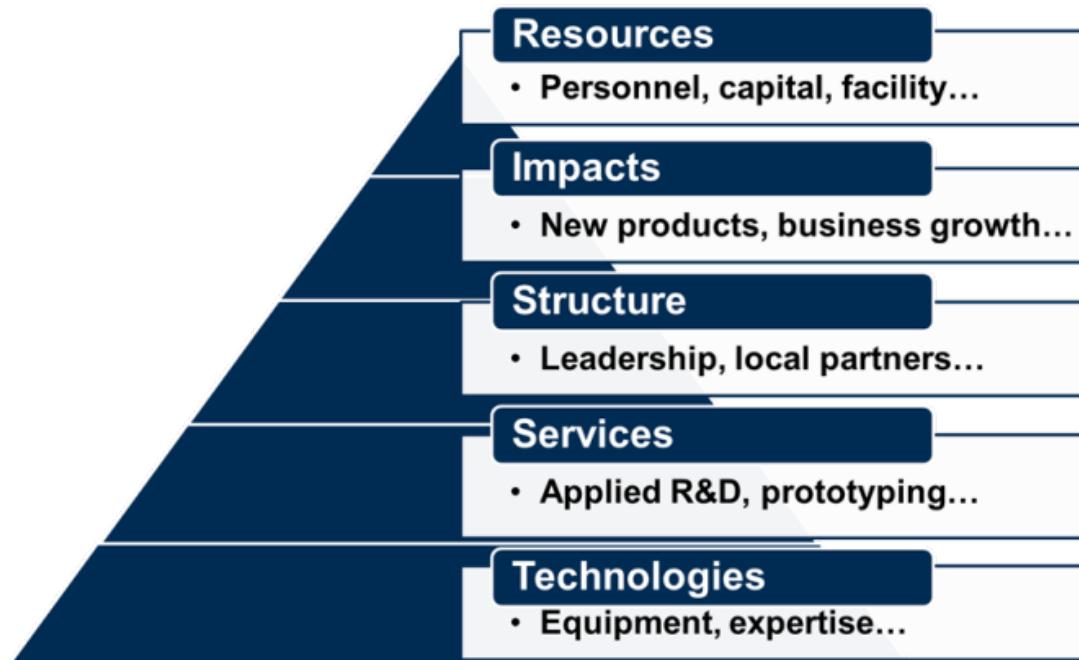
- Targeting most needed manufacturing technology services
- Integrating existing capabilities in the region
- Building community support to align available resources
- Achieving sustainability without ongoing reliance on public funding
- Creating a unique asset to support business attraction activities

◆ **Approach - 3 phase / 3 year approach mitigates risk:**

- **Phase 1:** Identify technology areas, build partnerships, and determine investment requirements
- **Phase 2:** Establish a pilot operation with initial core capabilities
- **Phase 3:** Scale up to financial sustainability

Phase 1 Scope of Work

- ◆ Task 1 - Engagement preparation
- ◆ Task 2 - Assess existing manufacturing support resources
- ◆ Task 3 - Assess the needs of regional manufacturers
- ◆ Task 4 - Business plan for a sustainable RMClT operation



Phase 1 Cost & Schedule

- ◆ **Total Anticipated Cost: \$450k**
 - Proposed Loveland funding: \$300k
 - EWI cost share: balance
- ◆ **8 month schedule to complete**

Months	1	2	3	4	5	6	7	8
Task 1 – Preparation	X	X						
Task 2 – Regional Capabilities		X	X	X				
Task 3 – Manufacturing needs				X	X	X		
Task 4 – Business plan						X	X	X

Anticipated Phase 1 Outcomes

- ◆ Understanding of regional manufacturing technology needs and growth opportunities
- ◆ Assessment of existing regional technology organizations
- ◆ Partnerships to leverage existing capabilities
- ◆ Immediate impacts from linking capabilities with manufacturing needs and commercialization opportunities
- ◆ Plan for a financially sustainable EWI operation including specific capabilities, services, and investment requirements
- ◆ Community buy-in and support for an RMCIT EWI operation



Questions?

Chris Conrardy
CTO & VP Strategic Initiatives
614.688.5191
cconrardy@ewi.org



AGENDA ITEM:	12
MEETING DATE:	12/16/2014
TO:	City Council
FROM:	Betsey Hale, Economic Development
PRESENTERS:	Betsey Hale, Economic Development Director Alan Krcmarik, Executive Fiscal Advisor Lucia Liley, Legal Counsel for the Loveland Downtown Partnership Members of the LDP Board

TITLE:

A Resolution Supporting the Downtown Strategic Plan and Approving a Services Contract with the Loveland Downtown Partnership for Implementation of the Downtown Strategic Plan

RECOMMENDED CITY COUNCIL ACTION:

Approve the resolution.

OPTIONS:

1. Adopt the action as recommended
2. Deny the action
3. Adopt a modified action (specify in the motion)
4. Refer back to staff for further development and consideration
5. Adopt a motion continuing the item to a future Council meeting

SUMMARY:

This is an administrative action to consider a resolution supporting the Downtown Strategic Plan and approving a services contract with the Loveland Downtown Partnership (LDP) for implementation of the Downtown Strategic Plan. City Council has approved the 2015 budget with an appropriation of \$500,000 for the operations and programs of the LDP. Council has directed the City Manager to negotiate a contract for services with the LDP board. This resolution emphasizes the Council's long term commitment to: the redevelopment of downtown Loveland, it extends support of the funding for a period of 10 years and it endorses the organization's strategic plan. The LDP will present a draft DDA Plan of Development that will be used as part of the DDA election process, but will not be officially adopted until after a successful DDA formation election. City Staff will present to Council a 30 year forecast of the financial performance of the proposed Downtown Development Authority project area.

BUDGET IMPACT:

- Positive
- Negative
- Neutral or negligible

\$500,000 of sales tax revenue that is collected in the Downtown geo area will be committed to the operations and programs of the LDP. This commitment is intended to be annually approved for a period of 10 years.

BACKGROUND:

In January 2014 the Loveland City Council directed staff to work with the private sector to develop an organization that would lead downtown redevelopment efforts. In July the Loveland Downtown Partnership (LDP) was formed to act as in this capacity. A copy of the LDP's *A Strategic Plan for Revitalizing Downtown Loveland* is included with this packet. The Strategic Plan outlines the long range actions of the group as well as its vision for Downtown Loveland, it is consistent with the City's adopted plans for Downtown Loveland and its implementation furthers the public purposes of curing and preventing blight in Downtown Loveland in order to maintain an economically viable and sustainable core area of the City.

The City has made a commitment to fund the Loveland Downtown Partnership for a period of 10 years. The City Council would like to emphasize the importance of this funding to future City Councils by adopting this resolution.

An election to form a downtown development authority (DDA) is set for February of 2015. The LDP will act as an information resource for voters in the downtown area. A draft DDA Plan of Development highlights the potential projects in the area and is included as an attachment. Please note that the "Methods of Financing Projects" section of this Plan is drafted so that 100% of both the property and sales tax increment produced in the DDA boundaries would flow to the DDA to be used for Downtown projects and programs in accordance with the Plan. The LDP requests that Council advise it of any questions or concerns it may have with the Plan of Development since it would like to use this document in the election process. A map of the proposed DDA boundaries is included.

City staff has prepared a long range forecast for the potential tax increment financing that could be available for redevelopment projects should the DDA election be successful.

REVIEWED BY CITY MANAGER:**LIST OF ATTACHMENTS:**

1. Resolution

2. Contract for Services with LDP Strategic Plan
3. Draft DDA Plan of Development for DDA Election
4. Long range forecast of downtown development TIF potential
5. Proposed DDA Boundary Map
6. Revised Budget

RESOLUTION #R-93-2014**A RESOLUTION SUPPORTING THE DOWNTOWN STRATEGIC PLAN
AND APPROVING A SERVICES CONTRACT WITH THE LOVELAND
DOWNTOWN PARTNERSHIP FOR IMPLEMENTATION OF THE
DOWNTOWN STRATEGIC PLAN**

WHEREAS, in January, 2014, the City Council of the City (“City Council”) directed the staff of the City to assist private sector leaders with the establishment of a robust and durable organization to lead redevelopment efforts in the downtown area of the City; and

WHEREAS, in July, 2014, an informal coalition of private sector leaders known as the Downtown Working Group formulated A Strategic Plan for Revitalizing Downtown Loveland (the “Downtown Strategic Plan”) which provides a comprehensive outline for the short and long term success of downtown and is attached hereto an **Exhibit A** and incorporated herein ; and

WHEREAS, the City Council desires to express its support for and agreement with the Downtown Strategic Plan; and

WHEREAS, on September 30, 2014, the Loveland Downtown Partnership, a Colorado nonprofit corporation (“LDP”) was organized as a social welfare organization within the meaning of §501(c)(4) of the Internal Revenue Code of 1986 to (a) provide a means for persons interested in the development or redevelopment of the downtown to identify, discuss and act to address issues concerning the downtown; (b) coordinate activities, projects and programs which will enhance the downtown as a civic, cultural, social, and economic center and a place where people can live, work, conduct business and enjoy a better quality of life; (c) promote cooperation among the public and private sectors to promote the downtown; and (d) encourage the commitment of public and private resources to the planning and development or redevelopment and favorable marketing of the downtown; and

WHEREAS, on October 27, 2014, the LDP adopted the Downtown Strategic Plan and approved the boundaries of the downtown area, the legal description and depiction of which are attached hereto as **Exhibit B** and **Exhibit C**, respectively, and incorporated herein (the “Downtown”); and

WHEREAS, by Ordinance No. 5906 and Resolution No. #R-82-2014, the City Council has called a special election on February 10, 2015 for the purpose of submitting a question regarding the establishment of the Loveland Downtown Development Authority (the “DDA”) to the qualified electors of the Downtown; and

WHEREAS, the City Council is committed in principle to financially support the LDP in its efforts to implement the Downtown Strategic Plan in the annual amount of Five Hundred Thousand Dollars (\$500,000), which is approximately one half of the annual City sales tax revenue from the Downtown, for a period of ten (10) years commencing in January of 2015; and

WHEREAS, the City and LDP desire to enter into a Services Contract for services to implement the Downtown Strategic Plan in the form attached hereto as **Exhibit D** and incorporated herein by reference (the “Contract”); and

WHEREAS, the Contract and the services to be provided thereunder are for a one-year term, with the intent that the Contract will be extended annually for a ten (10) year period with such amendments as annually may be needed to proceed with implementation of the Downtown Strategic Plan; and

WHEREAS, the City Council believes that implementation of the Downtown Strategic Plan pursuant to the terms of the Contract with LDP serves the public purposes of producing significant social, cultural, and economic benefits to the citizens of Loveland primarily in the form of economic development and increased assessed values for property tax purposes and sales tax revenues to the City by facilitating the development and redevelopment of Downtown, coordinating activities, projects, and programs that will enhance Downtown as a civic, cultural, social and economic center; encouraging commitment of public and private resources to the planning and development and redevelopment and favorable marketing of Downtown, and eliminating and preventing blight in the Downtown.

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

Section 1. That the City Council hereby finds that the Downtown Strategic Plan and the Contract for services to implement the Downtown Strategic Plan serve the public purposes of producing significant social, cultural, and economic benefits to the citizens of Loveland as more fully set forth in the Recitals.

Section 2. That the Contract is hereby approved.

Section 3. That the City Manager is authorized, following consultation with the City Attorney, to modify the Contract 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 the Contract on behalf of the City of Loveland.

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

ADOPTED this 16th day of December, 2014.

Cecil A. Gutierrez, Mayor

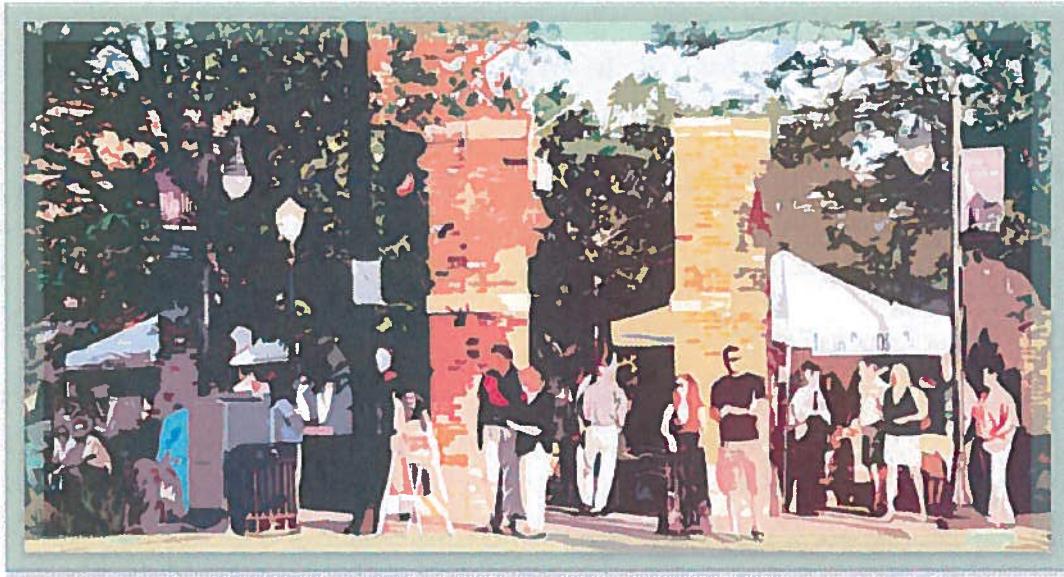
ATTEST:

City Clerk

APPROVED AS TO FORM:

J. Yost Schmidt
Deputy City Attorney

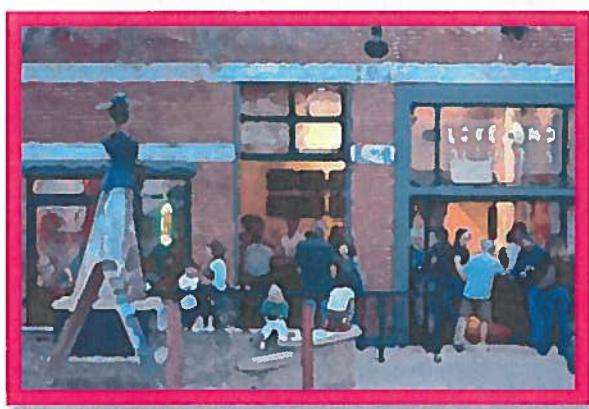
EXHIBIT A



A Strategic Plan for Revitalizing Downtown Loveland

Introduction

Downtown Loveland serves as the heart of a City that from its beginnings in 1877 has defined the best of Colorado's entrepreneurial spirit and sense of civic pride. From its agricultural roots in sugar beets and cherry orchards to today's thriving arts community, Downtown Loveland continues to offer diverse day time activities and great nightlife within a family-friendly environment. Today's Downtown offers a wide array of businesses, retail shops, galleries, cafes, breweries and restaurants within walking distance of our historic Rialto Theatre Center.



Downtown business and property owners believe that a strong economic foundation is critical to sustaining a vibrant community respectful of its history, committed to the full inclusion of all its citizens, and strategically positioned to thrive in a globally competitive marketplace. With this background in mind, we have developed the following strategic plan for revitalizing the Downtown as the heart of creative excellence in Northern Colorado.

Our Vision

Our residents enjoy the convenience of shopping, working, and learning in a pedestrian-friendly city-center. Visitors find restaurants, retail shops, and entertainment easily accessible by public transit or private vehicle. The presence of local residents at all hours of the day or night demonstrates the Downtown's commitment to friendly service in a clean, safe environment.



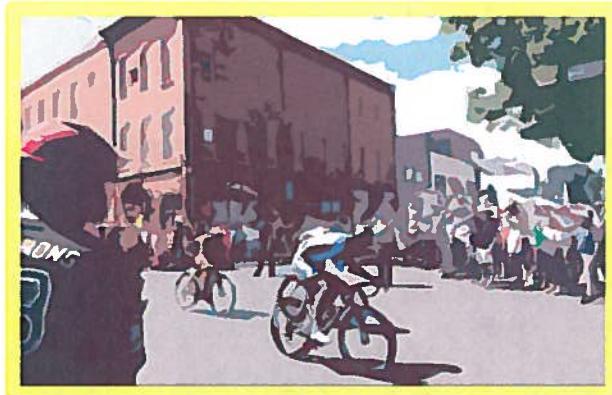
Our Mission

To create a vibrant Downtown that provides a safe, dynamic environment to gather, live, educate, shop, work, and play.

Guiding Principles

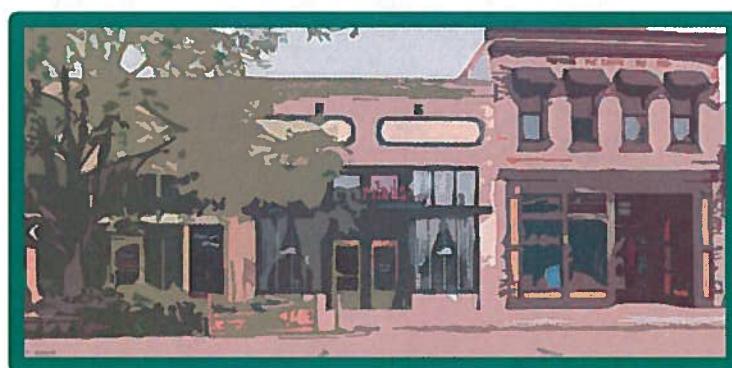
This Downtown Plan for Revitalization is driven by the following principles:

1. We are committed to a process driven by community stakeholders and supported by the City of Loveland.
2. We are committed to a long term revitalization strategy (20 yrs.) that combines immediate action to improve communications and marketing with an ongoing responsibility to maintain and improve the downtown infrastructure.
3. We are committed to shaping policies and procedures that provide adequate flexibility for the organization to respond quickly and effectively to changing conditions at the local, state, national, and/or international levels.
4. We are committed to implementing an entrepreneurial environment in which Downtown products and services meet local demands and attract new residents and businesses to the area.
5. We are committed to shaping collaborative public/private partnerships that promote economic growth in ways that honor and sustain strong community values.

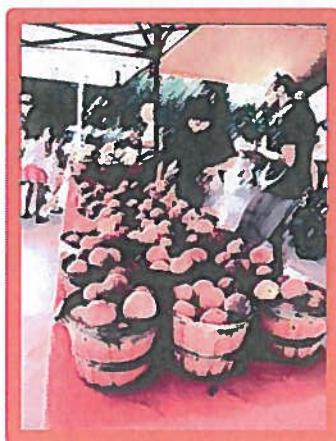


Goals

1. To create a sustainable Downtown Development Authority (DDA) within twelve (12) months and determine the feasibility of a Business Improvement District within two (2) years.
2. To create an event and marketing plan in cooperation with the Community Marketing Commission, Loveland Chamber of Commerce and other entities that promotes a unique Downtown brand.
3. To implement key elements of the approved (City of Loveland) infrastructure plan by commencing construction over the next twenty-four (24) months and completing within five years, in ways that complement and preserve the Downtown's historic and cultural heritage.
4. To increase residential and employment density as catalysts for enriching life for residents and visitors alike.
5. To assist emerging and existing businesses in navigating various local, county, and state regulations and taxing policies.



Action Plan



The Downtown Working Group will take the following actions in order to meet the strategic goals listed above.

1. Create a sustainable Downtown Development Authority (DDA) within twelve (12) months and determine the feasibility of a Business Improvement District within two (2) years.

1.1 Establish geographically and economically appropriate boundaries for the Downtown that allow for future residential and employment growth.

- 1.2 Identify and establish a communications process with current business and property owners within the defined geographic boundaries.
- 1.3 Establish multiple communication forums with emphasis on email, social media, and newspaper.
- 1.4 Prepare an organizational structure for a "One Stop" approach to Downtown development.
- 1.5 Based on this strategic plan, develop and present a DDA plan to the Loveland City Council in order to seek an election to create a Downtown Development Authority.

2. Create an event and marketing plan in cooperation with the Community Marketing Commission, Loveland Chamber of Commerce and other entities to promote a unique Downtown brand.

- 2.1 Consolidate existing community business and economic development groups where appropriate to alleviate overlaps and inefficiencies.
- 2.2 Cross-load membership/representation among service and advisory groups to improve communications and effectiveness.
- 2.3 Convene groups of local community and business people to identify existing cultural and economic strengths.
- 2.4 Coordinate events around a common theme/brand that sets the Downtown apart from other local communities.
- 2.5 Build local interest in the Downtown as a catalyst to attracting new residents, businesses, and visitors.



3. Implement key elements of the approved (City of Loveland) infrastructure plan by commencing construction over the next twenty-four (24) months and completing within five years, in ways that complement and preserve the Downtown's historic and cultural heritage.



- 3.1 Create a user-friendly summary with completed and planned infrastructure projects.
- 3.2 Hold small group meetings with residents, business owners, and other interested groups to discuss the implications of each project as well as the links between and among those projects.
- 3.3 Gather community input regarding the balance between economic development and preserving local history and culture.
- 3.4 Create timely, ongoing progress reports via multiple media sources.
- 3.5 Design an operating budget that balances immediate marketing and communication needs with a sustainable infrastructure.

4. Increase residential and employment density as catalysts for enriching life for residents and visitors alike.

- 4.1 Partner with the City of Loveland economic development department to keep abreast of demographic trends and emerging economic opportunities.

4.2 Establish a working relationship with area brokers and developers to highlight business and residential opportunities in the Downtown.

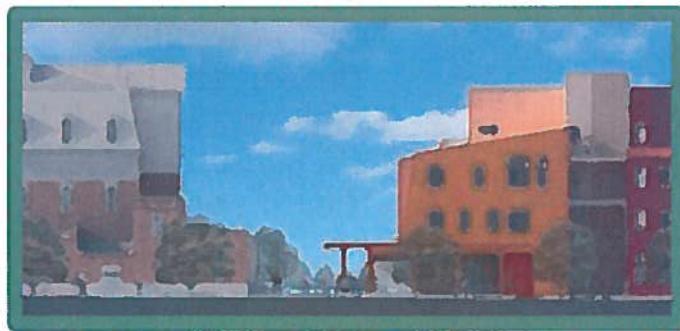
4.3 Establish a working relationship with funding sources and development groups that demonstrate an understanding of and a commitment to sustainable economic growth.

4.4 Create opportunities for a wide variety and type of business and residential uses with an emphasis on encouraging growth of local businesses.



5. Assist emerging and existing businesses in navigating local, county, and state regulations and taxing policies.

- 5.1 Create a proactive partnership with the Loveland Center for Business Development to assist with business development.
- 5.2 Work with city, county, and state agencies to provide ongoing workshops and seminars related to business regulations and tax policies/procedures.
- 5.3 Provide "just-in-time" support/advocacy for business and property owners who need immediate answers or directions.
- 5.4 Provide tips through blogs and other media related to common problems experienced/reported by local business and property owners.
- 5.5 Provide recognition of those individuals or groups who make significant contributions to the success of the Downtown.



**Special Thanks
to the
Downtown Working Group
for their dedication to the creation of the
Strategic Plan**

**Clay Caldwell
Jim Cox
Debbie Davis
Harry Devereaux
Justin Erion
Barry Floyd
Dan Johnson
Bryan Jones
Heather Lelchook
Mike Lynch
Mindy McCoughan
Gene Pielin
Troy Peterson
Tim Reeser
Doug Rutledge
Carla Schlosser
Nicole Yost**



EXHIBIT B – LEGAL DESCRIPTION OF DOWNTOWN

Beginning at the point of intersection of the south right-of-way (ROW) line of E. 4th Street and the east ROW line of N. Washington Avenue; thence southerly along said east ROW line to its point of intersection with the north ROW line of E. 3rd Street; thence continuing southerly to the point of intersection of the south ROW line of E. 3rd Street and the east ROW line of N. Washington Avenue; thence continuing southerly along said east ROW line to its point of intersection with the north ROW line of E. 1st Street; thence southwesterly to the point of intersection of the south ROW line of E. 1st Street and the east ROW line of S. Washington Avenue; thence southerly along said east ROW line its point of intersection with the north ROW line of the alley between E. 1st Street and 2nd Street S.E.; thence continuing southerly to the point of intersection of the south ROW line of said alley and the east ROW line of S. Washington Avenue; thence continuing southerly along said east ROW line its point of intersection with the north ROW line of 2nd Street S.E.; thence continuing southerly to the point of intersection of the south ROW line of 2nd Street S.E. and the east ROW line of S. Washington Avenue; thence continuing southerly along said east ROW line to its point of intersection with the south ROW line extended of 3rd Street S.E.; thence westerly along said extended line to the point of intersection of the west ROW line of S. Washington Avenue and the south ROW line of 3rd Street S.E.; thence continuing westerly along said south ROW line to its point of intersection with the east ROW line of S. Lincoln Avenue; thence southerly along said east ROW line to its point of intersection with the north line extended of the 5th Street S.E. ROW; thence continuing southerly along said east ROW line to its point of intersection with the south line of the 5th Street S.E. ROW line; thence southerly along said east ROW line to its point of intersection with the north line of the 8th Street S.E. ROW; thence continuing southerly along said east ROW line to its point of intersection with the south line of the 8th Street S.E. ROW; thence westerly along the south line extended of the 8th Street S.E. ROW to the west line of the S. Lincoln Avenue ROW; thence northerly along the west ROW line of S. Lincoln Avenue to its point of intersection with the southwest line of the S. Cleveland Avenue ROW; thence continuing northwesterly along said southwest ROW line to its point of intersection with the south line of the 5th Street S.E. ROW; thence northerly along the west line of the S. Cleveland Avenue ROW to its point of intersection with the north line of the 5th Street S.E. ROW; thence continuing northerly along said west ROW line of S. Cleveland Avenue to its intersection with the north bank of the Farmer's Ditch; thence northwesterly along said bank to its point of intersection with the west ROW line of the Burlington Northern/Santa Fe Railroad and the south line of Henrikson Addition; thence continuing northwesterly along said south line to the southwest corner of Henrikson Addition; thence northerly along the west line of said Henrikson Addition to its point of intersection with the south ROW line of 2nd Street S.W.; thence westerly along said south ROW line to the NW corner of Mill First Addition; thence northerly perpendicular to said ROW line to a point on the south line of Mill Second Addition; thence westerly along said south line to the SW corner of Mill Second Addition; thence northerly and easterly along the west line of said Mill Second Addition to the NW corner thereof; thence easterly and southerly along the north line of Mill Second Addition to the NE corner thereof; thence northwesterly to the SE corner of Riverside Addition; thence northerly along the east line of Riverside Addition to its point of intersection with the south ROW line of W. 1st Street; thence continuing northerly to the point of intersection of the north ROW line of W. 1st Street and the west ROW line of the N. Garfield Avenue; thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of W. 2nd Street; thence continuing northerly to the point of intersection of the north ROW

line of W. 2nd Street and the west ROW line of N. Garfield Avenue; thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of W. 3rd Street; thence continuing northerly to the point of intersection of the north ROW line of W. 3rd Street and the west ROW line of N. Garfield Avenue; thence continuing northerly to the point of intersection of the south ROW line of the alley between W. 3rd Street and W. 4th Street and the west ROW line of N. Garfield Avenue; thence continuing northerly to the point of intersection of the north ROW line of said alley and the west ROW line of N. Garfield Avenue; thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of W. 4th Street; thence continuing northerly to the point of intersection of the north ROW line of W. 4th Street and the west ROW line of N. Garfield Avenue; thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of the alley between W. 4th Street and W. 5th Street and the west ROW line of N. Garfield Avenue; thence continuing northerly to the point of intersection of the north ROW line of said alley and the west ROW line of N. Garfield Avenue; thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of W. 5th Street; thence continuing northerly to the point of intersection of the north ROW line of W. 5th Street and the west ROW line of N. Garfield Avenue; thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of W. 6th Street; thence continuing northerly to the point of intersection of the north ROW line of W. 6th Street and the west ROW line of N. Garfield Avenue; thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of W. 7th Street; thence continuing northerly to the point of intersection of the north ROW line of W. 7th Street and the west ROW line of N. Garfield Avenue; thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of the alley between W. 7th Street and W. 8th Street; thence continuing northerly to the point of intersection of the north ROW line of said alley and the west ROW line of N. Garfield Avenue; thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of W. 8th Street; thence continuing northerly to the point of intersection of the north ROW line of W. 8th Street and the west ROW line of N. Garfield Avenue; thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of W. 10th Street; thence continuing northerly to the point of intersection of the north ROW line of W. 10th Street and the west ROW line of N. Garfield Avenue; thence easterly to the point of intersection of the east ROW line of N. Garfield Avenue and the north ROW line of W. 10th Street; thence easterly and northeasterly along said north ROW line to its point of intersection with the west ROW line of the Burlington Northern/Santa Fe Railroad; thence northerly along said west ROW to its point of intersection with the south ROW line of the alley between W. 10th Street and W. 11th Street; thence continuing northerly to the point of intersection of the north ROW line of said alley and the west ROW line of the Burlington Northern/Santa Fe Railroad; thence continuing northerly along said west ROW line to its point of intersection with the south line of Little Barnes Ditch; thence continuing northerly to the point of intersection of the north line of said Ditch and the west ROW line of the Burlington Northern/Santa Fe Railroad; thence northerly along said west ROW line to its point of intersection with the south ROW line of E. 11th Street; thence continuing northerly to the point of intersection of the west ROW line of said Railroad and the north ROW line of W. 11th Street; thence northeasterly to the point of intersection of the east ROW line of N. Railroad Avenue and the north ROW line of E. 11th Street; thence easterly along said north ROW line to its point of intersection with the west ROW line of the alley between N. Railroad Avenue and N. Cleveland Avenue; thence northerly along said west ROW line to its point of intersection with the south ROW line of the alley between E. 11th Street and E.

12th Street; thence continuing northerly to the point of intersection of the north ROW line of the alley between E. 11th Street and E. 12th Street and the west ROW line of the alley between N. Railroad Avenue and N. Cleveland Avenue; thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of E. 12th Street; thence continuing northerly to the point of intersection of the north ROW line of E. 12th Street and the west ROW line of the alley between N. Railroad Avenue and N. Cleveland Avenue; thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of the alley between E. 12th Street and E. 13th Street; thence continuing northerly to the point of intersection of the north ROW line of the alley between E. 12th Street and E. 13th Street and the west ROW line of the alley between N. Railroad Avenue and N. Cleveland Avenue; thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of E. 13th Street; thence continuing northerly to the point of intersection of the north ROW line of E. 13th Street and the west ROW line of the alley between N. Railroad Avenue and N. Cleveland Avenue; thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of E. 13th Street and E. Eisenhower Boulevard; thence continuing northerly to the point of intersection of the north ROW line of the alley between E. 13th Street and E. Eisenhower Boulevard and the west ROW line of the alley between N. Railroad Avenue and N. Cleveland Avenue; thence continuing northerly along said west ROW line to the point of intersection of the east line of Lot 21, Block 4, Loveland Heights Addition and the south line of the vacated alley ROW; thence easterly along said south line to the centerline of the vacated alley ROW; thence northerly along said centerline to its point of intersection with the south ROW line of E. Eisenhower Boulevard; thence continuing northerly along the west line extended of said Lots to its point of intersection with the centerline of E. Eisenhower Avenue; thence westerly along said centerline, to its point of intersection with the west ROW line of the Burlington Northern/Santa Fe Railroad; thence northwesterly along said west ROW line to its point of intersection with the north line extended of the E. 15th Street ROW; thence easterly along said north line extended to its point of intersection with the west ROW line of Jackson Avenue; thence easterly along said north line extended of the East 15th Street ROW to its point of intersection with the east ROW line of Jackson Avenue; thence continuing easterly along the north ROW of E. 15th Street to its point of intersection with the east ROW line of the alley between Jackson Avenue and N. Lincoln Avenue; thence northerly along said east ROW of the alley to its point of intersection with the south ROW line of E. 16th Street; thence northerly along said east ROW of the alley to its point of intersection with the southern property line of the Loveland Burial Park Cemetery; thence easterly along said southern property line to its point of intersection with the west ROW line of N. Cleveland Avenue; thence northeasterly along the northwestern ROW line of N. Cleveland Avenue to its point of intersection with the west ROW line of N. Lincoln Avenue; thence northerly along said west ROW line to its point of intersection with the south line extended of the E. 20th Street ROW; thence easterly along said south line extended to its intersection with the east ROW line of N. Lincoln Avenue; thence southerly along said east ROW line to its point of intersection with the south boundary line of the Stephenson 1st Subdivision; thence easterly along said south boundary line to its point of intersection with the west boundary of the Conger Subdivision of the North End Addition; thence southerly along said west boundary line to its intersection with the south boundary of the Conger Subdivision of the North End Addition; thence easterly along said south boundary to its intersection with the west boundary line of the Grandview Subdivision of North

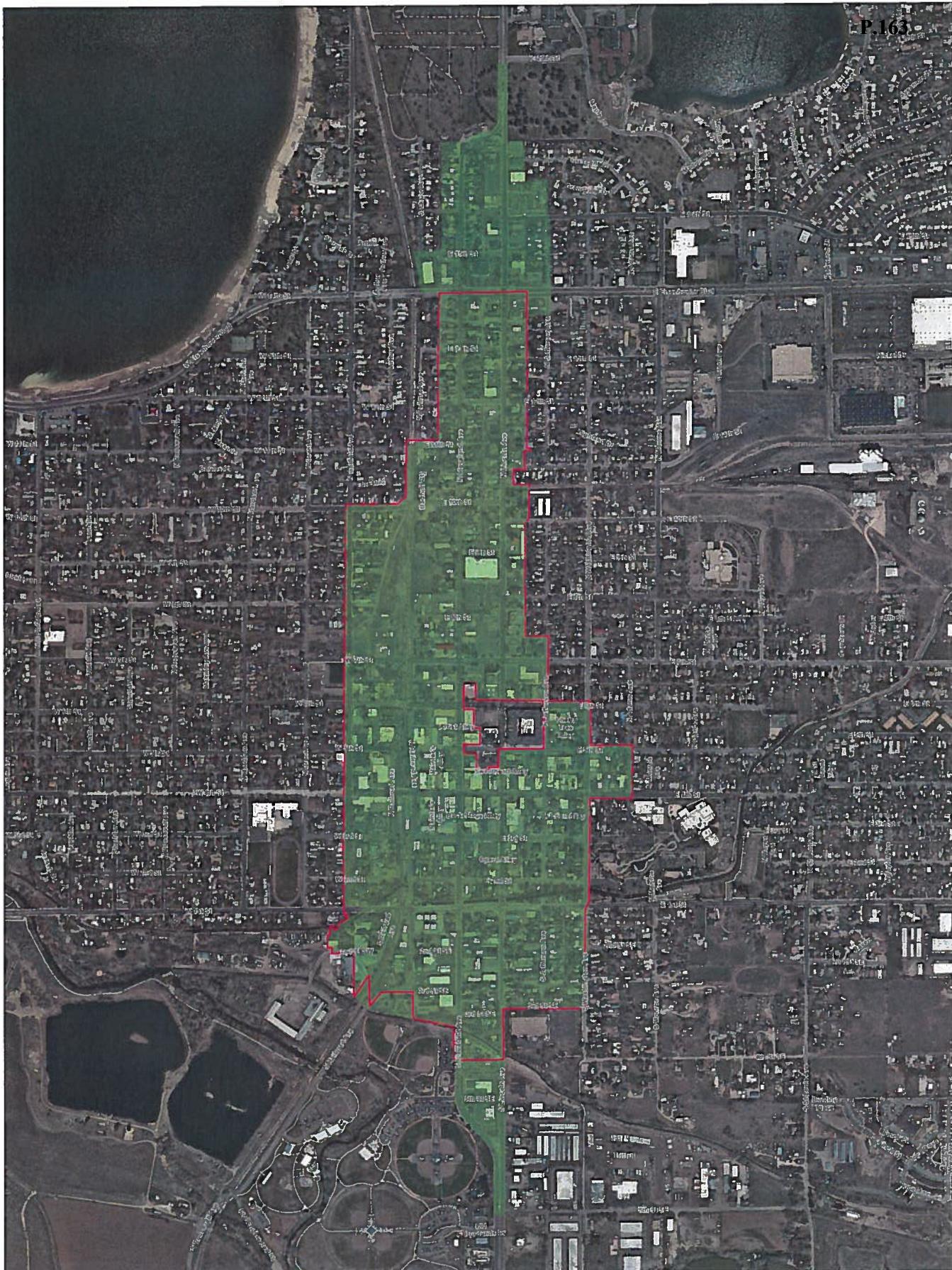
End Addition; thence southerly along said west boundary line to its intersection with the north ROW line of E. 16th Street; thence southeasterly across E. 16th Street to the point of intersection of the south ROW line of E. 16th Street and the east ROW line of N. Jefferson Avenue; thence southerly along said east ROW line to its point of intersection with the north ROW line of E. Eisenhower Blvd.; thence southerly along said east ROW line to its point of intersection with the south ROW line of E. Eisenhower Blvd; thence continuing southerly along said east ROW line to its point of intersection with the south boundary line extended of the WARNOCK ADD AMD L1-4 35-39 & POR L40 & VACATED ALLEY Subdivision; thence westerly along said south boundary line extended to its intersection with the west ROW line of N. Jefferson Avneue; thence westerly along said south boundary line to its point of intersection with the west ROW line extended of the alley between N. Lincoln Avenue and N. Jefferson Avenue; thence southerly along said west alley line to its point of intersection with the north ROW line of E. 13th Street; thence continuing southerly to the point of intersection of said west alley line and the south ROW line of E. 13th Street; thence continuing southerly along said west alley line to its points of intersection with the north ROW line of E. 12th Street; thence continuing southerly to the point of intersection of said west alley line with the south ROW line of E. 12th Street; thence continuing southerly along said west alley line to its point of intersection with the north line of Little Barnes Ditch; thence continuing southerly to the point of intersection of said west alley line and the south line of said Ditch; thence continuing southerly along said west alley line to its point of intersection with the centerline of the alley ROW vacated via Ordinance 3317 and recorded at Reception Number 86051452 adjoining Block 2, Lincoln Place Addition; thence easterly along the centerline of said vacated alley to its point of intersection with the east line of Lot 10, Block 2, Lincoln Place Addition; thence southerly along said east line 20 feet to a point; thence westerly perpendicular to said east line to a point on the east line of Lot 11, Block 2, Lincoln Place Addition; thence southerly along the east line of said Lot 11 to its point of intersection with the north ROW line of E. 11th Street; thence continuing southerly to the point of intersection of the east line of Lot 11, Block 3, Lincoln Place Addition and the south ROW line of E. 11th Street; thence westerly along said south ROW line to its point of intersection with the east line of Lot 13, Block 3, Lincoln Place Addition; thence southerly along said east line to its point of intersection with the north ROW line of the Great Western/Omni Railroad; thence easterly along said north ROW line to its point of intersection with the east line of Lot 10, Block 3, Lincoln Place Addition; thence southerly to the point of intersection of the east line of Lot 2, Block 5, Orchard Park Addition and the south ROW line of said Railroad; thence continuing southerly along the east line of said Lot 2 to the NE corner of Lot 1, Block 5, Orchard Park; thence continuing south along the east line of said Lot 1 to its point of intersection with the north ROW line of E. 10th Street; thence southwesterly to the point of intersection of the south ROW line of E. 10th Street and the east ROW line of the alley between N. Jefferson Avenue and N. Lincoln Avenue; thence southerly along said east ROW line to its point of intersection with the north ROW line of E. 8th Street; thence continuing southerly to the point of intersection of the south ROW line of E. 8th Street and the east ROW line of the alley between N. Jefferson Avenue and N. Lincoln Avenue; thence southerly along said east ROW line to its point of intersection with the north ROW line of the alley between E. 8th Street and E. 7th Street; thence easterly along said north ROW line to its point of intersection with the west ROW line of N. Jefferson Avenue; thence continuing easterly to the point of intersection of said north ROW line and the east ROW line of N. Jefferson Avenue; thence southerly to the point of intersection of the south ROW line of said alley and the east ROW line of N. Jefferson Avenue; thence continuing southerly along said east line to its point of intersection with the north ROW

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

And

Less [County building parcel] LOTS 13 THRU 16, BLK 7, City of Loveland, County of Larimer, State of Colorado; ALSO POR VACATED ALLEY PER BK 1712 PG 733; and [Former Home State Bank parcel] LOTS 1 THRU 8, BLK 12, City of Loveland, County of Larimer, State of Colorado; and [Museum parcel] LOTS 19-24, BLK 12, City of Loveland, County of Larimer, State of Colorado; and [Vacant Parking Lot parcel] LOTS 1-7, LESS S 25 FT LOTS 1-3 AND LESS S 25 FT OF E 5 FT LOT 4, BLK 13, City of Loveland, County of Larimer, State of Colorado; and [Lincoln Place parcel] The subdivision LINCOLN PLACE COMMUNITY, City of Loveland, County of Larimer, State of Colorado (20100069697) in its entirety (formerly known as Block 41 of Finley's Addition, City of Loveland, County of Larimer, State of Colorado), and [Street & Alley ROW] The full right-of-way of East 6th Street east of the easterly boundary line of the N. Cleveland Avenue right-of-way and west of the centerline of the N. Jefferson Avenue right-of-way, City of Loveland, County of Larimer, State of Colorado; and All public alley right-of-way within BLK 12, City of Loveland, County of Larimer, State of Colorado; and The full right-of-way of East 5th Street east of the easterly boundary line of the N. Cleveland Avenue right-of-way and west of the westerly boundary line of the N. Lincoln Avenue right-of-way, City of Loveland, County of Larimer, State of Colorado; and The north half of the street right-of-way of the intersection of East 5th Street and N. Lincoln Avenue, north of the centerline of East 5th Street, City of Loveland, County of Larimer, State of Colorado; and The north half of the right-of-way of East 5th Street north of the centerline of East 5th Street, east of the easterly boundary of the N. Lincoln Avenue right-of-way, and west of the centerline of the N. Jefferson Avenue right-of-way, City of Loveland, County of Larimer, State of Colorado; and The west half of the street right-of-

way of N. Jefferson Avenue south of the southerly boundary of East 6th Street, and north of the northerly boundary of E 5th Street, City of Loveland, County of Larimer, State of Colorado.



Downtown URA
 Proposed DDA

Proposed Loveland Downtown Development Authority - Exhibit C

Date: 10/13/2014

1,000 500 0 1,000 Feet

NOTE: All calculations were made using best available data and should be considered approximate. Methodology statement available upon request.



EXHIBIT D

SERVICES CONTRACT

This Services Contract (“Contract”) is entered into this _____ day of _____, 20_____, by and between the **City of Loveland, Colorado** (“City”) and the **LOVELAND DOWNTOWN PARTNERSHIP**, a Colorado nonprofit corporation (“Contractor”).

WHEREAS, the parties desire to contract with one another to complete the following project: **Implementation of Downtown Strategic Plan**.

WHEREAS, in January, 2014, the City Council of the City (“City Council”) directed the staff of the City to assist private sector leaders with the establishment of a robust and durable organization to lead redevelopment efforts in the downtown area of the City; and

WHEREAS, in July, 2014, an informal coalition of private sector leaders known as the Downtown Working Group formulated *A Strategic Plan for Revitalizing Downtown Loveland* (the “Strategic Plan”) which provides a comprehensive outline for the short and long term success of downtown; and

WHEREAS, on September 30, 2014, the LDP was organized as a social welfare organization within the meaning of §501(c)(4) of the Internal Revenue Code of 1986 to (a) provide a means for persons interested in the development or redevelopment of the downtown to identify, discuss and act to address issues concerning the downtown; (b) coordinate activities, projects and programs which will enhance the downtown as a civic, cultural, social, and economic center and a place where people can live, work, conduct business and enjoy a better quality of life; (c) promote cooperation among the public and private sectors to promote the downtown; and (d) encourage the commitment of public and private resources to the planning and development or redevelopment and favorable marketing of the downtown; and

WHEREAS, on October 27, 2014, the LDP adopted the Strategic Plan and approved the boundaries of the downtown area, the legal description and depiction of which are attached hereto as **Exhibit A** and **Exhibit B**, respectively, and incorporated herein by this reference (the “Downtown”); and

WHEREAS, by Ordinance No. 5906 and Resolution No. #R-82-2014, the City Council has called a special election on February 10, 2015 for the purpose of submitting a question regarding the establishment of the Loveland Downtown Development Authority (the “DDA”) to the qualified electors of the Downtown; and

WHEREAS, the City Council has committed in principle to financially support the LDP in its efforts to implement the Strategic Plan in the amount of Five Hundred Thousand Dollar (\$500,000) annually for a period of ten (10) years commencing in January of 2015; and

WHEREAS, the City and LDP desire to enter into this Contract for a one-year term, with the intent that this Contract will be extended annually for a ten (10) year period with such amendments as annually may be needed.

Now, therefore, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Services. The Contractor shall perform the services set forth in **Exhibit C**, attached hereto and incorporated herein by reference (“Services”). The Contractor represents that it has the authority, capacity, experience, and expertise to perform the Services in compliance with the provisions of this Contract and all applicable laws. The City reserves the right to remove any of the Services from Exhibit C upon written notice to Contractor. In the event of any conflict between this Contract and Exhibit C, the provisions of this Contract shall prevail.
2. Price. [See Paragraph 12, Special Conditions, below.]
3. Term. [See Paragraph 12, Special Conditions, below.]
4. Appropriation. To the extent this Contract constitutes a multiple fiscal year debt or financial obligation of the City, it shall be subject to annual appropriation pursuant to the City of Loveland Municipal Charter Section 11-6 and Article X, Section 20 of the Colorado Constitution. The City shall have no obligation to continue this Contract in any fiscal year in which no such appropriation is made.
5. Independent Contractor. The parties agree that the Contractor is an independent contractor and is not an employee of the City. [See Paragraph 12, Special Conditions, below.]
6. Insurance Requirements.
 - a. Policies. The Contractor and its subcontractors, if any, shall procure and keep in force during the duration of this Contract the following insurance policies and shall provide the City with a certificate of insurance evidencing upon execution of this Contract:
 - (i) Comprehensive general liability insurance insuring the Contractor and naming the City as an additional insured with minimum combined single limits of \$1,000,000 each occurrence and \$1,000,000 aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.
 - (ii) Comprehensive automobile liability insurance insuring the Contractor and naming the City as an additional insured against any liability for

personal injury, bodily injury, or death arising out of the use of motor vehicles and covering operations on or off the site of all motor vehicles controlled by the Contractor which are used in connection with this Contract, whether the motor vehicles are owned, non-owned, or hired, with a combined single limit of at least \$1,000,000.

(iii) [See Paragraph 12, Special Conditions, below.]

(iv) Workers' compensation insurance and all other insurance required by any applicable law. (*Note: if under Colorado law the Contractor is not required to carry workers' compensation insurance, the Contractor shall execute a Certificate of Exemption and Waiver, attached hereto as Exhibit D and incorporated herein by reference.*)

b. Requirements. Required insurance policies shall be with companies qualified to do business in Colorado with a general policyholder's financial rating acceptable to the City. Said policies shall not be cancelable or subject to reduction in coverage limits or other modification except after thirty days prior written notice to the City. The Contractor shall identify whether the type of coverage is "occurrence" or "claims made." If the type of coverage is "claims made," which at renewal the Contractor changes to "occurrence," the Contractor shall carry a six-month tail. Comprehensive general and automobile policies shall be for the mutual and joint benefit and protection of the Contractor and the City. Such policies shall provide that the City, although named as an additional insured, shall nevertheless be entitled to recover under said policies for any loss occasioned to it, its officers, employees, and agents by reason of negligence of the Contractor, its officers, employees, agents, subcontractors, or business invitees. Such policies shall be written as primary policies not contributing to and not in excess of coverage the City may carry.

7. Indemnification. The Contractor agrees to indemnify and hold harmless the City, its officers, employees, and agents from and against all liability, claims, and demands on account of any injury, loss, or damage arising out of or connected with the Services, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee, or agent of the Contractor or any subcontractor, or any other person for whom the Contractor is responsible. The Contractor shall investigate, handle, respond to, and defend against any such liability, claims, and demands, and shall bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Contractor's indemnification obligation shall not be construed to extend to any injury, loss, or damage to the extent caused by the act, omission, or other fault of the City. This paragraph shall survive the termination or expiration of this Contract.

8. Governmental Immunity Act. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the notices, requirements, immunities, rights, benefits, protections, limitations of liability, and other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 *et seq.* and under any other applicable law.

9. Compliance with Applicable Laws.

a. Generally. The Contractor shall comply with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City. The Contractor shall solely be responsible for payment of all applicable taxes and for obtaining and keeping in force all applicable permits and approvals.

b. C.R.S. Article 17.5, Title 8. The Contractor hereby certifies that, as of the date of this Contract, it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that the Contractor will participate in the e-verify program or Colorado Department of Labor and Employment ("Department") program as defined in C.R.S. § 8-17.5-101 in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract. The Contractor certifies that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the e-verify program or the Department program. The Contractor is prohibited from using either the e-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this Contract is being performed. If the Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, the Contractor shall be required to: (i) notify the subcontractor and City within three days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (ii) terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this subparagraph the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. The Contractor shall comply with any reasonable request by the Department made in the course of an investigation that it is undertaking pursuant to the authority established in C.R.S. Article 17.5, Title 8. If the Contractor violates this paragraph, the City may terminate this Contract for default in accordance with "Termination," below. If this Contract is so terminated, the Contractor shall be liable for actual and consequential damages to the City. *(Note: this paragraph shall not apply to contracts: (i) for Services involving the delivery of a specific end product (other than reports that are merely incidental to the performance of said work); or (ii) for information technology services and/or products.)*

c. C.R.S. § 24-76.5-103. If the Contractor is a natural person (*i.e.*, not a corporation, partnership, or other legally-created entity), he/she must complete the

affidavit attached hereto as **Exhibit E** and attach a photocopy of a valid form of identification. If the Contractor states that he/she is an alien lawfully present in the United States, the City will verify his/her lawful presence through the SAVE Program or successor program operated by the U.S. Department of Homeland Security. In the event the City determines that the Contractor is not lawfully present in the United States, the City shall terminate this Contract for default in accordance with "Termination," below.

10. **Termination.** [See Paragraph 12, Special Conditions, below.]

11. **Notices.** Written notices shall be directed as follows and shall be deemed received when hand-delivered or emailed, or three days after being sent by certified mail, return receipt requested:

To the City:

William Cahill, City Manager
City of Loveland
500 E. Third Street

Loveland, CO 80537

Email: bill.cahill@cityofloveland.org

To the Contractor:

Harry Devereaux, Chairperson
Loveland Downtown Partnership
c/o Home State Bank
935 N. Cleveland Ave.
Loveland CO 80537
Email: harry.devereaux@homestatebank.com

12. **Special Provisions.** Notwithstanding anything to the contrary in this Contract, the following provisions shall apply and supersede any conflicting provisions of the Contract:

a. **Price.**

(i) The total price to be paid by the City for Contractor services in 2015 is \$500,000 to be paid in accordance with the following terms. The City shall make a payment of \$100,000 to the Contractor on or before January 15, 2015. The Contractor shall submit invoices to the City for four (4) additional payments of \$100,000. The invoices shall be submitted to the Economic Development Director with the quarterly reports referenced in Exhibit C, Services, with the exception being the December invoice which shall be submitted on December 1, 2015. The additional payments shall be made to the Contractor no later than April 30, 2015; July 30, 2015; October 30, 2015; and December 30, 2015.

(ii) In the event that the Contractor has approved funding of a Downtown project and such funding is beyond that then available to the Contractor, the Contractor may submit an invoice therefor to the City and such invoice shall be paid to the Contractor by the City up to the limit of any remaining City funding for 2015, i.e. any of the total \$500,000 price which has not previously been paid to the Contractor.

(iii) The payments by the City to the Contractor shall be used only to pay operational and program costs in accordance with Contractor's adopted budget ("Contractor's Budget") and to fund the Services set forth on Exhibit C.

(iv) In the event the Contract is not renewed and there is uncommitted money from the City payments described in Paragraph 12.a(i) above held by the Contractor and such money is not required to fund Contractor's operations through the end of the then current term in accordance with Contractor's Budget, it shall be promptly returned to the City at the end of such term.

b. Term.

(i) Contract Term. This Contract shall be effective from January 10, 2015 through December 31, 2015. It is anticipated that this Contract will be extended or renewed by written agreement of the parties each year for a ten (10) year period with such amendments as may be appropriate for any extended term.

(ii) Renewals. The City shall annually give the Contractor written notice of its intent to renew the Contract no later than October 1st of the then current term and the parties agree to work together to have the renewal contract executed by November 30th, to be effective the following January 1st.

c. Independent Contractor. The Contractor is not entitled to workers' compensation benefits from the City. The Contractor may not be obligated to pay federal and state income tax on any money earned pursuant to this Contract.

d. Insurance Requirements. Directors and officers liability insurance insuring the Contractor's directors and officers against any professional liability with a limit of at least \$1,000,000 per claim and annual aggregate.

e. Termination. Each and every term and condition hereof shall be deemed to be a material element of this Contract. In the event either party fails to perform according to the terms of this Contract, such party may be declared in default. If the defaulting party does not cure said breach within ten days of written notice thereof or such reasonable period required under the circumstances, the non-defaulting party may terminate this Contract immediately upon written notice of termination to the other. In the event of such termination by the City, the City shall be liable to pay the Contractor for Services performed as of the effective date of termination. In the event of such termination by either party, if there is uncommitted money from the City payments described in Paragraph 12.a(i) above held by the Contractor, it shall be promptly returned to the City.

13. Time of the Essence. Time is of the essence in performance of the Services and is a significant and material term of this Contract.

14. Miscellaneous. This Contract contains the entire agreement of the parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of the parties. In the event a court of competent jurisdiction holds any provision of this Contract invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Contract. The Contractor shall not assign this

Contract without the City's prior written consent. This Contract shall be governed by the laws of the State of Colorado, and venue shall be in the County of Larimer, State of Colorado.

15. Electronic Signature. This Contract may be executed by electronic signature in accordance with C.R.S 24-71.3-101 *et seq.*

Signed by the parties on the date written above.

City of Loveland, Colorado

By:

William Cahill, City Manager

ATTEST:

Terry Andrews, City Clerk

APPROVED AS TO FORM:

Judy Schmidt, Acting City Attorney

Contractor:

**LOVELAND DOWNTOWN PARTNERSHIP, a
Colorado nonprofit corporation**

By: Harry Devereaux, Chairperson

STATE OF _____)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____ by Harry Devereaux, Chairperson of the Loveland Downtown Partnership.

Notary's official signature

SEAL

Commission expiration date

The City of Loveland is committed to providing an equal opportunity for citizens and does not discriminate on the basis of disability, race, color, national origin, religion, sexual orientation, age or gender. The City will make reasonable accommodations for citizens in accordance with the Americans with Disabilities Act.

EXHIBIT A – LEGAL DESCRIPTION OF DOWNTOWN

Beginning at the point of intersection of the south right-of-way (ROW) line of E. 4th Street and the east ROW line of N. Washington Avenue; thence southerly along said east ROW line to its point of intersection with the north ROW line of E. 3rd Street; thence continuing southerly to the point of intersection of the south ROW line of E. 3rd Street and the east ROW line of N. Washington Avenue; thence continuing southerly along said east ROW line to its point of intersection with the north ROW line of E. 1st Street; thence southwesterly to the point of intersection of the south ROW line of E. 1st Street and the east ROW line of S. Washington Avenue; thence southerly along said east ROW line its point of intersection with the north ROW line of the alley between E. 1st Street and 2nd Street S.E.; thence continuing southerly to the point of intersection of the south ROW line of said alley and the east ROW line of S. Washington Avenue; thence continuing southerly along said east ROW line its point of intersection with the north ROW line of 2nd Street S.E.; thence continuing southerly to the point of intersection of the south ROW line of 2nd Street S.E. and the east ROW line of S. Washington Avenue; thence continuing southerly along said east ROW line to its point of intersection with the south ROW line extended of 3rd Street S.E.; thence westerly along said extended line to the point of intersection of the west ROW line of S. Washington Avenue and the south ROW line of 3rd Street S.E.; thence continuing westerly along said south ROW line to its point of intersection with the east ROW line of S. Lincoln Avenue; thence southerly along said east ROW line to its point of intersection with the north line extended of the 5th Street S.E. ROW; thence continuing southerly along said east ROW line to its point of intersection with the south line of the 5th Street S.E. ROW line; thence southerly along said east ROW line to its point of intersection with the north line of the 8th Street S.E. ROW; thence continuing southerly along said east ROW line to its point of intersection with the south line of the 8th Street S.E. ROW; thence westerly along the south line extended of the 8th Street S.E. ROW to the west line of the S. Lincoln Avenue ROW; thence northerly along the west ROW line of S. Lincoln Avenue to its point of intersection with the southwest line of the S. Cleveland Avenue ROW; thence continuing northwesterly along said southwest ROW line to its point of intersection with the south line of the 5th Street S.E. ROW; thence northerly along the west line of the S. Cleveland Avenue ROW to its point of intersection with the north line of the 5th Street S.E. ROW; thence continuing northerly along said west ROW line of S. Cleveland Avenue to its intersection with the north bank of the Farmer's Ditch; thence northwesterly along said bank to its point of intersection with the west ROW line of the Burlington Northern/Santa Fe Railroad and the south line of Henrikson Addition; thence continuing northwesterly along said south line to the southwest corner of Henrikson Addition; thence northerly along the west line of said Henrikson Addition to its point of intersection with the south ROW line of 2nd Street S.W.; thence westerly along said south ROW line to the NW corner of Mill First Addition; thence northerly perpendicular to said ROW line to a point on the south line of Mill Second Addition; thence westerly along said south line to the SW corner of Mill Second Addition; thence northerly and easterly along the west line of said Mill Second Addition to the NW corner thereof; thence easterly and southerly along the north line of Mill Second Addition to the NE corner thereof; thence northwesterly to the SE corner of Riverside Addition; thence northerly along the east line of Riverside Addition to its point of intersection with the south ROW line of W. 1st Street; thence continuing northerly to the point of intersection of the north ROW line of W. 1st Street and the west ROW line of the N. Garfield Avenue; thence continuing northerly along said west ROW line to its point of intersection with the south ROW

line of W. 2nd Street; thence continuing northerly to the point of intersection of the north ROW line of W. 2nd Street and the west ROW line of N. Garfield Avenue; thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of W. 3rd Street; thence continuing northerly to the point of intersection of the north ROW line of W. 3rd Street and the west ROW line of N. Garfield Avenue; thence continuing northerly to the point of intersection of the south ROW line of the alley between W. 3rd Street and W. 4th Street and the west ROW line of N. Garfield Avenue; thence continuing northerly to the point of intersection of the north ROW line of said alley and the west ROW line of N. Garfield Avenue; thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of W. 4th Street; thence continuing northerly to the point of intersection of the north ROW line of W. 4th Street and the west ROW line of N. Garfield Avenue; thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of the alley between W. 4th Street and W. 5th Street and the west ROW line of N. Garfield Avenue; thence continuing northerly to the point of intersection of the north ROW line of said alley and the west ROW line of N. Garfield Avenue; thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of W. 5th Street; thence continuing northerly to the point of intersection of the north ROW line of W. 5th Street and the west ROW line of N. Garfield Avenue; thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of W. 6th Street; thence continuing northerly to the point of intersection of the north ROW line of W. 6th Street and the west ROW line of N. Garfield Avenue; thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of W. 7th Street; thence continuing northerly to the point of intersection of the north ROW line of W. 7th Street and the west ROW line of N. Garfield Avenue; thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of the alley between W. 7th Street and W. 8th Street; thence continuing northerly to the point of intersection of the north ROW line of said alley and the west ROW line of N. Garfield Avenue; thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of W. 8th Street; thence continuing northerly to the point of intersection of the north ROW line of W. 8th Street and the west ROW line of N. Garfield Avenue; thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of W. 10th Street; thence continuing northerly to the point of intersection of the north ROW line of W. 10th Street and the west ROW line of N. Garfield Avenue; thence easterly to the point of intersection of the east ROW line of N. Garfield Avenue and the north ROW line of W. 10th Street; thence easterly and northeasterly along said north ROW line to its point of intersection with the west ROW line of the Burlington Northern/Santa Fe Railroad; thence northerly along said west ROW to its point of intersection with the south ROW line of the alley between W. 10th Street and W. 11th Street; thence continuing northerly to the point of intersection of the north ROW line of said alley and the west ROW line of the Burlington Northern/Santa Fe Railroad; thence continuing northerly along said west ROW line to its point of intersection with the south line of Little Barnes Ditch; thence continuing northerly to the point of intersection of the north line of said Ditch and the west ROW line of the Burlington Northern/Santa Fe Railroad; thence northerly along said west ROW line to its point of intersection with the south ROW line of E. 11th Street; thence continuing northerly to the point of intersection of the west ROW line of said Railroad and the north ROW line of W. 11th Street; thence northeasterly to the point of intersection of the east ROW line of N. Railroad Avenue and the north ROW line of E. 11th Street; thence easterly along said north ROW line to its point of intersection with the west ROW

line of the alley between N. Railroad Avenue and N. Cleveland Avenue; thence northerly along said west ROW line to its point of intersection with the south ROW line of the alley between E. 11th Street and E. 12th Street; thence continuing northerly to the point of intersection of the north ROW line of the alley between E. 11th Street and E. 12th Street and the west ROW line of the alley between N. Railroad Avenue and N. Cleveland Avenue; thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of E. 12th Street; thence continuing northerly to the point of intersection of the north ROW line of E. 12th Street and the west ROW line of the alley between N. Railroad Avenue and N. Cleveland Avenue; thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of the alley between E. 12th Street and E. 13th Street; thence continuing northerly to the point of intersection of the north ROW line of the alley between E. 12th Street and E. 13th Street and the west ROW line of the alley between N. Railroad Avenue and N. Cleveland Avenue; thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of E. 13th Street; thence continuing northerly to the point of intersection of the north ROW line of E. 13th Street and the west ROW line of the alley between N. Railroad Avenue and N. Cleveland Avenue; thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of the alley between E. 13th Street and E. Eisenhower Boulevard; thence continuing northerly to the point of intersection of the north ROW line of said alley between E. 13th Street and E. Eisenhower Boulevard and the west ROW line of the alley between N. Railroad Avenue and N. Cleveland Avenue; thence continuing northerly along said west ROW line to the point of intersection of the east line of Lot 21, Block 4, Loveland Heights Addition and the south line of the vacated alley ROW; thence easterly along said south line to the centerline of the vacated alley ROW; thence northerly along said centerline to its point of intersection with the south ROW line of E. Eisenhower Boulevard; thence continuing northerly along the west line extended of said Lots to its point of intersection with the centerline of E. Eisenhower Avenue; thence westerly along said centerline, to its point of intersection with the west ROW line of the Burlington Northern/Santa Fe Railroad; thence northwesterly along said west ROW line to its point of intersection with the north line extended of the E. 15th Street ROW; thence easterly along said north line extended to its point of intersection with the west ROW line of Jackson Avenue; thence easterly along said north line extended of the East 15th Street ROW to its point of intersection with the east ROW line of Jackson Avenue; thence continuing easterly along the north ROW of E. 15th Street to its point of intersection with the east ROW line of the alley between Jackson Avenue and N. Lincoln Avenue; thence northerly along said east ROW of the alley to its point of intersection with the south ROW line of E. 16th Street; thence northerly along said east ROW of the alley to its point of intersection with the north ROW line of E. 16th Street; thence continuing northerly along said east ROW of the alley to its point of intersection with the southern property line of the Loveland Burial Park Cemetery; thence easterly along said southern property line to its point of intersection with the west ROW line of N. Cleveland Avenue; thence northeasterly along the northwestern ROW line of N. Cleveland Avenue to its point of intersection with the west ROW line of N. Lincoln Avenue; thence northerly along said west ROW line to its point of intersection with the south line extended of the E. 20th Street ROW; thence easterly along said south line extended to its intersection with the east ROW line of N. Lincoln Avenue; thence southerly along said east ROW line to its point of intersection with the south boundary line of the Stephenson 1st Subdivision; thence easterly along said south boundary line to its point of intersection with the west boundary of the Conger Subdivision of the North End Addition; thence southerly along said

west boundary line to its intersection with the south boundary of the Conger Subdivision of the North End Addition; thence easterly along said south boundary to its intersection with the west boundary line of the Grandview Subdivision of North End Addition; thence southerly along said west boundary line to its intersection with the north ROW line of E. 16th Street; thence southeasterly across E. 16th Street to the point of intersection of the south ROW line of E. 16th Street and the east ROW line of N. Jefferson Avenue; thence southerly along said east ROW line to its point of intersection with the north ROW line of E. Eisenhower Blvd.; thence southerly along said east ROW line to its point of intersection with the south ROW line of E. Eisenhower Blvd; thence continuing southerly along said east ROW line to its point of intersection with the south boundary line extended of the WARNOCK ADD AMD L1-4 35-39 & POR L40 & VACATED ALLEY Subdivision; thence westerly along said south boundary line extended to its intersection with the west ROW line of N. Jefferson Avneue; thence westerly along said south boundary line to its point of intersection with the west ROW line extended of the alley between N. Lincoln Avenue and N. Jefferson Avenue; thence southerly along said west alley line to its point of intersection with the north ROW line of E. 13th Street; thence continuing southerly to the point of intersection of said west alley line and the south ROW line of E. 13th Street; thence continuing southerly along said west alley line to its points of intersection with the north ROW line of E. 12th Street; thence continuing southerly to the point of intersection of said west alley line with the south ROW line of E. 12th Street; thence continuing southerly along said west alley line to its point of intersection with the north line of Little Barnes Ditch; thence continuing southerly to the point of intersection of said west alley line and the south line of said Ditch; thence continuing southerly along said west alley line to its point of intersection with the centerline of the alley ROW vacated via Ordinance 3317 and recorded at Reception Number 86051452 adjoining Block 2, Lincoln Place Addition; thence easterly along the centerline of said vacated alley to its point of intersection with the east line of Lot 10, Block 2, Lincoln Place Addition; thence southerly along said east line 20 feet to a point; thence westerly perpendicular to said east line to a point on the east line of Lot 11, Block 2, Lincoln Place Addition; thence southerly along the east line of said Lot 11 to its point of intersection with the north ROW line of E. 11th Street; thence continuing southerly to the point of intersection of the east line of Lot 11, Block 3, Lincoln Place Addition and the south ROW line of E. 11th Street; thence westerly along said south ROW line to its point of intersection with the east line of Lot 13, Block 3, Lincoln Place Addition; thence southerly along said east line to its point of intersection with the north ROW line of the Great Western/Omni Railroad; thence easterly along said north ROW line to its point of intersection with the east line of Lot 10, Block 3, Lincoln Place Addition; thence southerly to the point of intersection of the east line of Lot 2, Block 5, Orchard Park Addition and the south ROW line of said Railroad; thence continuing southerly along the east line of said Lot 2 to the NE corner of Lot 1, Block 5, Orchard Park; thence continuing south along the east line of said Lot 1 to its point of intersection with the north ROW line of E. 10th Street; thence southwesterly to the point of intersection of the south ROW line of E. 10th Street and the east ROW line of the alley between N. Jefferson Avenue and N. Lincoln Avenue; thence southerly along said east ROW line to its point of intersection with the north ROW line of E. 8th Street; thence continuing southerly to the point of intersection of the south ROW line of E. 8th Street and the east ROW line of the alley between N. Jefferson Avenue and N. Lincoln Avenue; thence southerly along said east ROW line to its point of intersection with the north ROW line of the alley between E. 8th Street and E. 7th Street; thence easterly along said north ROW line to its point of intersection with the west ROW line of N. Jefferson Avenue; thence continuing easterly

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

And,

Less [County building parcel] LOTS 13 THRU 16, BLK 7, City of Loveland, County of Larimer, State of Colorado; ALSO POR VACATED ALLEY PER BK 1712 PG 733; and [Former Home State Bank parcel] LOTS 1 THRU 8, BLK 12, City of Loveland, County of Larimer, State of Colorado; and [Museum parcel] LOTS 19-24, BLK 12, City of Loveland, County of Larimer, State of Colorado; and [Vacant Parking Lot parcel] LOTS 1-7, LESS S 25 FT LOTS 1-3 AND LESS S 25 FT OF E 5 FT LOT 4, BLK 13, City of Loveland, County of Larimer, State of Colorado; and [Lincoln Place parcel] The subdivision LINCOLN PLACE COMMUNITY, City of Loveland, County of Larimer, State of Colorado (20100069697) in its entirety (formerly known as Block 41 of Finley's Addition, City of Loveland, County of Larimer, State of Colorado), and [Street & Alley ROW] The full right-of-way of East 6th Street east of the easterly boundary line of the N. Cleveland Avenue right-of-way and west of the centerline of the N. Jefferson Avenue right-of-way, City of Loveland, County of Larimer, State of Colorado; and All public alley right-of-way within BLK 12, City of Loveland, County of Larimer, State of Colorado; and The full right-of-way of East 5th Street east of the easterly boundary line of the N. Cleveland Avenue right-of-way and west of the westerly boundary line of the N. Lincoln Avenue right-of-way, City of Loveland, County of Larimer, State of Colorado; and The north half of the street right-of-way of the intersection of East 5th Street and N. Lincoln

Avenue, north of the centerline of East 5th Street, City of Loveland, County of Larimer, State of Colorado; and The north half of the right-of-way of East 5th Street north of the centerline of East 5th Street, east of the easterly boundary of the N. Lincoln Avenue right-of-way, and west of the centerline of the N. Jefferson Avenue right-of-way, City of Loveland, County of Larimer, State of Colorado; and The west half of the street right-of-way of N. Jefferson Avenue south of the southerly boundary of East 6th Street, and north of the northerly boundary of E 5th Street, City of Loveland, County of Larimer, State of Colorado.

EXHIBIT B – DEPICTION OF DOWNTOWN

[Insert map]

EXHIBIT C – SERVICES

General:

The Strategic Plan serves as the basis for this Scope of Work. For 2015, the Scope of Work includes, but is not limited to, the following:

1. Lead the effort to establish a Downtown Development Authority (DDA) for the purpose of correcting and preventing downtown blight through development and redevelopment efforts. An election is set for February 10, 2015. Upon a successful DDA formation election in February 2015, the Contractor shall lead the effort to hold an election on November 3, 2015 which will provide the DDA the authority to assess a mill levy for the purpose of operations and the authorization of the financing of sales and property tax increment for issuance of debt to complete projects. If the DDA formation election is unsuccessful, the Contractor will work with City staff to develop a timetable for placing the DDA's formation election and financing approvals on the ballot and will provide leadership in connection with such election efforts.
2. Retain staff as the Contractor's board determines necessary to establish a Contractor/DDA office. This should be completed as soon as possible.
3. Retain legal counsel and other necessary consultants to assist the Contractor with election, organizational and operational issues.
4. Upon a successful DDA election Contractor staff/legal counsel and the Contractor's Board should work with City Staff to develop operating and services agreements consistent with state and local law.
5. Upon a successful DDA election, Contractor shall provide assistance to the City in DDA Board selection through participation of the Contractor's Board Chairperson in a City interview committee to interview DDA Board applicants and make recommendations to City Council for Board appointments.
6. Work on establishing a brand for the organization(s) and Downtown that is consistent with other Loveland marketing efforts yet unique in character for the Downtown. Provide timely communications of activities and events distributed through multiple media sources (ie: newsletter, website, facebook etc) and devise structured interactions with downtown businesses and residents.
7. In collaboration with the City's Economic Development staff, the Loveland Chamber of Commerce and the Loveland Center for Business Development, assist businesses with locating in Downtown, and developing financial assistance packages for private development of downtown properties. In collaboration with the City Destination Loveland staff, assist in development of tourism marketing and new downtown events.
8. On behalf of the City, administer the City façade grant program through program marketing, processing of applications for façade grants, and recommendation to City of applications for funding. This is in addition to façade funding which may be provided by the Contractor.

9. Provide written quarterly reports to the City Council on the activities of the Contractor. These are due: April 15, 2015; July 15, 2015; October 15th, 2015 and January 15, 2016. These reports will include quarterly financial statements. Delivery of the reports shall be to the City Manager or his designee.
10. Present an organizational report at a City Council Study Session to be held May 12, 2015.
11. Work with City Staff to develop the 2016 scope of work for the Contractor/DDA to be completed by November 15th, 2015.
12. Additional requirements/agreements may be necessary pending DDA formation. These will be negotiated with the Economic Development Director. Changes will be made as an amendment to this Contract.

EXHIBIT D – CERTIFICATE OF EXEMPTION AND WAIVER

DIRECTIONS:

- ✓ If the Contractor is NOT required under Colorado law to carry workers' compensation insurance and DOES NOT carry it, this exhibit MUST be completed and attached to the Contract.
- ✓ If the Contractor IS required under Colorado law to carry workers' compensation insurance and DOES carry it, this exhibit IS NOT REQUIRED and may be discarded.

The Contractor certifies to the City that it is not required to carry workers' compensation insurance under the Colorado Workers' Compensation Act. The Contractor acknowledges that it will be engaging in activities that may expose it to risk of bodily injury. The Contractor affirms that it is physically capable of performing the activities and that all necessary precautions to prevent injury to the Contractor and others will be taken. The Contractor shall not hold the City liable for any injuries that may arise during or resulting from the work performed under the Contract, and the Contractor shall defend, indemnify, and hold harmless the City from all such claims.

Contractor

By:

Title:

STATE OF _____)

) SS.

COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____ by _____.

(Insert name of individual signing on behalf of the Contractor)

SEAL

Notary's official signature

Commission expiration date

EXHIBIT E – AFFIDAVIT

DIRECTIONS:

- ✓ If the Contractor is an individual, this exhibit MUST be completed and attached to the Contract. A copy of a valid form of identification MUST be attached.
- ✓ If the Contractor is a corporation, partnership, or other legally-created entity, this exhibit IS NOT REQUIRED and may be discarded.

I swear or affirm under penalty of perjury under the laws of the State of Colorado that (check one):

 I am a United States citizen.
(Valid I.D. must be provided)

or

 I am a legal permanent resident of the United States.
(Alien registration number and valid I.D. must be provided)

or

 I am lawfully present in the United States pursuant to federal law.
(Alien registration number and valid I.D. must be provided)

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under C.R.S. § 18-8-503 and that it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

Signature
C.R.S. 24-76.5-103

Date
Rev. 1-1-2010

Internal Use Only – Valid Forms of Identification

- Current Colorado driver's license, minor driver's license, probationary driver's license, commercial driver's license, restricted driver's license, or instruction permit.
- Current Colorado identification card.
- U.S. military card or dependent identification card.
- U.S. Coast Guard Merchant Mariner card.
- Native American tribal document.
- Original birth certificate from any state of the U.S.
- Certificate verifying naturalized status by U.S. with photo and raised seal.
- Certificate verifying U.S. citizenship by U.S. government (e.g., U.S. passport).
- Order of adoption by a U.S. court with seal of certification.
- Valid driver's license from any state of the U.S. or the District of Columbia excluding AK, HI, IL, MD, MI, NE, NM, NC, OR, TN, TX, UT, VT and WI.
- Valid immigration documents demonstrating lawful presence (e.g., current foreign passport with current I-551 stamp or visa, current foreign passport with I-94, I-94 with asylum status, unexpired Resident Alien card, Permanent Resident card or Employment Authorization card).

Note: If an individual has identification (excluding driver's licenses) not included on this list, contact the Department Director. Also, a waiver may be available where no identification exists or can be obtained due to a medical condition, homelessness, or insufficient documentation to receive a Colorado driver's license or identification card.

replace with
LOGO

LOVELAND DOWNTOWN DEVELOPMENT AUTHORITY

Plan of Development

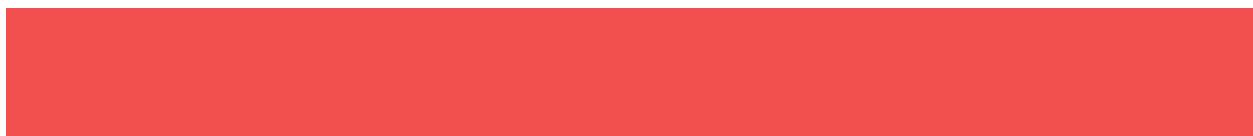


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Foreword

The downtown (“Downtown”) of the City of Loveland (“Loveland”) serves as the heart of a city that from its beginnings in 1877 has defined the best of Colorado’s entrepreneurial spirit and sense of civic pride, with an emphasis on arts and cultural activities. Downtown Loveland business and property owners believe that a strong economic foundation is critical to sustaining a vibrant community respectful of its history, committed to the full inclusion of all its citizens, and strategically positioned to thrive in a globally competitive marketplace.

This Plan of Development (the “Plan”) is an essential first legal step in creating a vibrant Downtown that provides a safe, dynamic environment to gather, live, educate, shop, work and play. The needs of the Downtown have been recognized over the past years in vision documents, comprehensive and strategic plans and master planning efforts. All of these have identified the need to have a strong Downtown for the economic health and future of Loveland.

The emphasis of this Plan is on needs of the Downtown over a thirty (30) to fifty (50) year period and the type of projects and programs that are required to satisfy those needs, rather than dictating the physical location, dimensions and design which can only evolve through continual planning efforts.

The District

[Insert Map]

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Boundaries of the DDA

The boundary of the DDA, as shown on the preceding map, outlines the area in which the DDA will exercise its statutory powers (the “District”). The District was established on the basis of the best information available at the time. It is intended that the boundaries will change given changing times and circumstances. Property owners adjoining the District are encouraged to petition for inclusion if and when the uses and purposes of their properties become compatible with the purposes of the District.

The District is generally bounded by northbound Lincoln Avenue and southbound Cleveland Avenue; the eastern boundary of the District goes from the tip of the southern gateway, following Lincoln Avenue to 3rd Street SE, east 2 blocks to Washington Avenue, 6 blocks north to 4th Street, east one block to Adams Avenue, north to 5th Street, and then back west to Washington Avenue; then from the intersection of 5th Street and Washington Avenue, north one block and west one block to Jefferson Avenue, north 1½ blocks and west another ½ block, then continuing northward, including the properties that front on Lincoln Avenue, toward Eisenhower Boulevard, to 1/2 block south of Eisenhower Boulevard, then east to Jefferson Avenue, north to the alley one half block past 16th Street, west 190 feet, north to the boundary with Lakeside Cemetery, west to Lincoln Avenue, north to the end of the one way system, and from the tip of the northern gateway, the western boundary includes the properties on the west side of Cleveland Avenue heading south to 11th Street, then west to just past the railroad tracks, south on Railroad Avenue for one block, and again west on 10th Street to Garfield Avenue, then south 11 blocks to past 2nd Street SW to the intersection of Garfield Avenue and Railroad Avenue, then following the irrigation ditch southeast back to Cleveland Avenue and then south to the end of the one way system.

The legal description of the District is attached as Appendix I to this Plan.

Objective and Purposes

The primary objectives of the DDA are to promote the safety, prosperity, security and general welfare of the District and its inhabitants, to prevent deterioration of property values and structures within the District, to prevent the growth of blighted areas within the District, to assist Loveland in the development, redevelopment and planning of the economic and physical restoration and growth of the District, to improve the overall appearance, condition and function of the District, to encourage a variety of uses compatible with the artistic and cultural community, to sustain and improve the economic vitality of the District, to promote the historic, artistic and cultural elements of the District, and to encourage pedestrian traffic and security in the District. To achieve these objectives, the specific goals of the DDA include the following and any other activities, plans, and development and redevelopment authorized by law.

The Plan recognizes that this is a long term revitalization strategy focused on implementing an entrepreneurial environment in which District products and services meet local demands and attract new residents and businesses to the area.

To achieve these objectives, the specific goals of the DDA include, but are not limited to the following:

1. Work with private entities, developers and property owners to promote positive investment in the District.
2. Work with business owners, and business entrepreneurs to promote retail growth, new job growth and other uses in the District.
3. Identify and help form collaborative public/private partnerships that promote economic growth in ways that honor and sustain strong community values.
4. Implement key elements of Loveland's approved infrastructure plan.
5. Increase residential and employment density as catalysts for enriching life for residents and visitors alike.
6. Assist emerging and existing businesses in navigating various local, county, and state regulations and taxing policies.
7. Identify and establish a communications process with current business and property owners within the District.
8. Establish multiple communication forums with emphasis on email, social media, and newspaper.
9. Work with Loveland in evaluating and potentially implementing a "One Stop" approach to Downtown development including identifying a potential organizational structure therefor.
10. Improve the visual attractiveness of the District including but not limited to façade renovations, public streets, alleys, curbs, gutters, sidewalks, lighting along with street furniture and landscaping.
11. Underground the utility systems.
12. Promote a diversity of activities in the District.
13. Promote and encourage the renovation and reuse of vacant and deteriorated structures within the District.
14. Encourage the creation and continuation of public events within the District.
15. Promote and market the District.
16. Promote Loveland's unique identity as a destination for arts and culture.

Plan of Development Projects

- A. Plan projects may include public facilities and other improvements to public or private property of all kinds consistent with the priorities of the DDA by all means permitted by federal, state and local laws and regulations, including but not limited to, land assemblage, demolition, removal, site preparation, construction, renovation, repair, remodeling, reconstruction purchase of property interests, rehabilitating, equipping, selling and leasing in connection with such public and private improvements.
- B. Descriptions of specific development projects that have been conceptually identified as potential key downtown redevelopment projects including, but not limited to, the following:

Item	City/DDA Funding	Other Public Funding	Private	Notes
Redevelopment Projects				
South Catalyst Project: 3 rd Street Site	\$15,000,000	\$15,000,000	\$50,000,000	Amount includes the estimate on land plus the cost of the redevelopment with a parking structure
4th Street/Rialto Square	\$2,500,000	\$0	\$7,500,000	Includes the cost of the land plus redevelopment cost
Arcadia (4th and Cleveland)	\$400,000	\$75,000	\$1,800,000	Based on preliminary review of proposed plan.
4th and Lincoln/Redevelopment	\$2,000,000	\$0	\$6,250,000	Potential project/timeline unknown
Elks Lodge	\$250,000	\$200,000	\$2,000,000	Estimates are for rehab at \$100/square foot
Loveland	\$250,000	\$200,000	\$2,000,000	Estimates are for rehab at \$100/square foot
VFW Hall	\$500,000	\$0	\$4,000,000	
Feed and Grain	\$0	\$2,300,000	\$1,000,000	
Pulliam Building	\$4,600,000	\$200,000	\$1,200,000	Assumes the City receives a grant from the State Historic Fund and Historic Tax Credits
House of Neighborly Service Building	\$500,000	\$0	\$5,000,000	Assumes a redevelopment of a 20,000 sq/foot building
Larimer County Building/6th and Cleveland	\$500,000	\$0	\$3,750,000	Assumes the City takes possession of the building as part of the South Catalyst
Safeway site	\$5,000,000	\$0	\$30,000,000	Requires further investigation
Railroad site	\$2,500,000	\$0	\$15,000,000	Land at 7th and Garfield

Other private	\$1,500,000		\$10,000,000	Includes other projects not contemplated plus façade grants and fire safety grants
SUBTOTAL REDEVELOPMENT	\$35,500,000	\$17,975,000	\$139,500,000	

C. Descriptions of specific potential public facilities and improvements that have been conceptually identified to complement private developments including, but not limited to, the following:

Infrastructure				
4th Street/Phase I - 3 blocks	\$5,860,000			4th Street from Railroad to Jefferson
4th Street/Additional 2 blocks	\$2,500,000			4th Street to Garfield and Washington
3rd Street	\$2,250,000			3rd Street west of Cleveland to Feed and Grain
5th Street	\$3,010,000			5th Street from Lincoln to Railroad
5th Street Plaza	\$2,187,413			Museum plaza proposal in the parking lot at 5th and Lincoln
Power	\$5,000,000			Estimates are for \$300,000 per block to underground the power
Railroad Avenue 1st to 5th	\$4,000,000			May include connectivity with the trail system.
Cost Escalation	\$3,161,483			Estimates were completed in 2009, the number is 20 percent of the cost of the streetscape improvements
SUBTOTAL INFRASTRUCTURE	\$27,968,896	\$0	\$0	

D. Other specific development projects and public facilities currently contemplated are as follows:

Other Capital Cost				
Trail Expansion	\$1,000,000			
Quiet Zones	\$1,000,000	\$2,000,000		Includes five rail crossings from Railroad through 22nd Street

SUBTOTAL OTHER	\$2,000,000	\$2,000,000	\$0	

E. The DDA also may seek to support other projects not directly identified above including, but not limited to, the following:

- a. Beautification programs
- b. Pedestrian facilities and circulation improvements
- c. Parking that is not otherwise included within specific projects (IE 3rd Street Catalyst)
- d. Downtown hotel or other convention facilities built in conjunction with a private development.

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Strategic Downtown Plan

The DDA, acting in coordination with the Loveland Downtown Partnership and Loveland, will need to establish short and long term priorities based on adopted strategic plans and identified development projects as such plans and projects evolve. The current plans, which are referenced below and attached as Appendices II through V to this Plan, are as follows:

Appendix II: *A Strategic Plan for Revitalizing Downtown Loveland (2014)*

The plan, adopted by the Loveland City Council and the Loveland Downtown Partnership, provides the comprehensive outline for short and long term success in Downtown Loveland.

The Downtown Plan for Revitalization is driven by the following principles:

1. We are committed to a process driven by community stakeholders and supported by the City of Loveland.
2. We are committed to a long term revitalization strategy (20 yrs.) that combines immediate action to improve communications and marketing with an ongoing responsibility to maintain and improve the downtown infrastructure.
3. We are committed to shaping policies and procedures that provide adequate flexibility for the organization to respond quickly and effectively to changing conditions at the local, state, national, and/or international levels.
4. We are committed to implementing an entrepreneurial environment in which Downtown products and services meet local demands and attract new residents and businesses to the area.
5. We are committed to shaping collaborative public/private partnerships that promote economic growth in ways that honor and sustain strong community values.

Appendix III: *Downtown Vision Book (2010)*

The purpose of the Vision Book is to highlight catalyst projects, and describe the context, character and the opportunity for revitalization. In addition, the Vision Book will identifies ideas, opportunities and strategies to further benefit Downtown Loveland. The Private-Public projects are designed to capture not only the value of public participation, but to be a catalyst for private investment, enhanced connections and enrichment of the community experience for residents, businesses and visitors alike.

Appendix IV: *Destination Downtown: HIP Streets Master Plan (Infrastructure Plan) (2010)*

The infrastructure plan was completed in 2009 highlights the streetscape, utility and other public infrastructure improvements in Downtown Loveland.

Appendix V: *Downtown Strategic Plan – Amendment to the City’s Comprehensive Plan (2009)*

The plan, adopted by the City Council as an amendment to the Comprehensive Plan, was the basis for the effort by the City and the Loveland Downtown Team to revitalize the Downtown.

Methods of Financing Projects

In order to finance the projects and purposes of the DDA, the following financial sources are authorized to be utilized:

- A. Proceeds of bonds of, loans or advances to, or indebtedness incurred by Loveland secured by the pledge of the following tax revenues for the maximum period of time authorized by C.R.S. § 31-25-807(3):
 - a. **Property Tax Increment:** All of that portion of property taxes in excess of such taxes which are produced by the levy at the rate fixed each year by or for any public body upon the valuation for assessment of taxable property within the boundaries of the District last certified prior to the effective date of approval by the City Council of Loveland of this Plan or, as to an area later added to the boundaries of the District, the effective date of the modification of this Plan.
 - b. **Municipal Sales Tax Increment:** All of that portion of municipal sales tax in excess of such taxes collected within the boundaries of the District for the twelve month period ending on the last day of the month prior to the effective date of approval by the City Loveland of this Plan.
 - c. **Other sources:** Such other sources of revenue for repayment of bonds, loans, advances or other indebtedness of Loveland as may be authorized by law.

All such taxes described in this paragraph A shall be adjusted, collected, allocated and used as set forth in C.R.S. § 31-25-807(3), as amended from time to time.

- B. Membership fees
- C. Private contributions
- D. Proceeds of loans to the DDA
- E. Fees and other charges imposed in connection with projects undertaken by the DDA
- F. Grants and other funds made available by public agencies and other entities
- G. All types of bond issues, including industrial development revenue and special assessment bonds, and
- H. All such other sources and methods as may be authorized by law from time to time, including but not limited to, C.R.S. § 31-25-801, et seq.

Appendix I

Legal Description of the District

Beginning at the point of intersection of the south right-of-way (ROW) line of E. 4th Street and the east ROW line of N. Washington Avenue; thence southerly along said east ROW line to its point of intersection with the north ROW line of E. 3rd Street; thence continuing southerly to the point of intersection of the south ROW line of E. 3rd Street and the east ROW line of N. Washington Avenue; thence continuing southerly along said east ROW line to its point of intersection with the north ROW line of E. 1st Street; thence southwesterly to the point of intersection of the south ROW line of E. 1st Street and the east ROW line of S. Washington Avenue; thence southerly along said east ROW line its point of intersection with the north ROW line of the alley between E. 1st Street and 2nd Street S.E.; thence continuing southerly to the point of intersection of the south ROW line of said alley and the east ROW line of S. Washington Avenue; thence continuing southerly along said east ROW line its point of intersection with the north ROW line of 2nd Street S.E.; thence continuing southerly to the point of intersection of the south ROW line of 2nd Street S.E. and the east ROW line of S. Washington Avenue; thence continuing southerly along said east ROW line to its point of intersection with the south ROW line extended of 3rd Street S.E.; thence westerly along said extended line to the point of intersection of the west ROW line of S. Washington Avenue and the south ROW line of 3rd Street S.E.; thence continuing westerly along said south ROW line to its point of intersection with the east ROW line of S. Lincoln Avenue; thence southerly along said east ROW line to its point of intersection with the north line extended of the 5th Street S.E. ROW; thence continuing southerly along said east ROW line to its point of intersection with the south line of the 5th Street S.E. ROW line; thence southerly along said east ROW line to its point of intersection with the north line of the 8th Street S.E. ROW; thence continuing southerly along said east ROW line to its point of intersection with the south line of the 8th Street S.E. ROW; thence westerly along the south line extended of the 8th Street S.E. ROW to the west line of the S. Lincoln Avenue ROW; thence northerly along the west ROW line of S. Lincoln Avenue to its point of intersection with the southwest line of the S. Cleveland Avenue ROW; thence continuing northwesterly along said southwest ROW line to its point of intersection with the south line of the 5th Street S.E. ROW; thence northerly along the west line of the S. Cleveland Avenue ROW to its point of intersection with the north line of the 5th Street S.E. ROW; thence continuing northerly along said west ROW line of S. Cleveland Avenue to its intersection with the north bank of the Farmer's Ditch; thence northwesterly along said bank to its point of intersection with the west ROW line of the Burlington Northern/Santa Fe Railroad and the south line of Henrikson Addition; thence continuing northwesterly along said south line to the southwest corner of Henrikson Addition; thence northerly along the west line of said Henrikson Addition to its point of intersection with the south ROW line of 2nd Street S.W.; thence westerly along said south ROW line to the NW corner of Mill First Addition; thence northerly perpendicular to said ROW line to a point on the south line of Mill Second Addition; thence westerly along said south line to the SW corner of Mill Second Addition; thence northerly and easterly along the west line of said Mill Second Addition to the NW corner thereof; thence easterly and southerly along the north line of Mill Second Addition to the NE corner thereof; thence northwesterly to the SE corner of Riverside Addition; thence northerly along the east line of Riverside Addition to its point of intersection with the south ROW line of W. 1st Street; thence continuing northerly to the point of intersection of the north ROW line of W. 1st Street and the west ROW line of the N. Garfield Avenue; thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of W. 2nd Street; thence continuing northerly to the point of intersection of the north ROW line of W. 2nd Street and the west ROW line of N. Garfield Avenue; thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of W. 3rd Street; thence continuing northerly to the point of intersection of the north ROW line of W. 3rd Street and the west ROW line of N. Garfield Avenue; thence continuing northerly to the point of intersection of the south ROW line of the alley between W. 3rd Street and W. 4th Street and the west ROW line of N. Garfield Avenue; thence continuing northerly to the point of intersection of the north ROW line of said alley and the west ROW line of N. Garfield Avenue; thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of W. 4th Street; thence continuing northerly to the point

of intersection of the north ROW line of W. 4th Street and the west ROW line of N. Garfield Avenue; thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of the alley between W. 4th Street and W. 5th Street and the west ROW line of N. Garfield Avenue; thence continuing northerly to the point of intersection of the north ROW line of said alley and the west ROW line of N. Garfield Avenue; thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of W. 5th Street; thence continuing northerly to the point of intersection of the north ROW line of W. 5th Street and the west ROW line of N. Garfield Avenue; thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of W. 6th Street; thence continuing northerly to the point of intersection of the north ROW line of W. 6th Street and the west ROW line of N. Garfield Avenue; thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of W. 7th Street; thence continuing northerly to the point of intersection of the north ROW line of W. 7th Street and the west ROW line of N. Garfield Avenue; thence continuing northerly along said west ROW line its the point of intersection with the south ROW line of the alley between W. 7th Street and W. 8th Street; thence continuing northerly to the point of intersection of the north ROW line of said alley and the west ROW line of N. Garfield Avenue; thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of W. 8th Street; thence continuing northerly to the point of intersection of the north ROW line of W. 8th Street and the west ROW line of N. Garfield Avenue; thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of W. 10th Street; thence continuing northerly to the point of intersection of the north ROW line of W. 10th Street and the west ROW line of N. Garfield Avenue; thence easterly to the point of intersection of the east ROW line of N. Garfield Avenue and the north ROW line of W. 10th Street; thence easterly and northeasterly along said north ROW line to its point of intersection with the west ROW line of the Burlington Northern/Santa Fe Railroad; thence northerly along said west ROW to its point of intersection with the south ROW line of the alley between W. 10th Street and W. 11th Street; thence continuing northerly to the point of intersection of the north ROW line of said alley and the west ROW line of the Burlington Northern/Santa Fe Railroad; thence continuing northerly along said west ROW line to its point of intersection with the south line of Little Barnes Ditch; thence continuing northerly to the point of intersection of the north line of said Ditch and the west ROW line of the Burlington Northern/Santa Fe Railroad; thence northerly along said west ROW line to its point of intersection with the south ROW line of E. 11th Street; thence continuing northerly to the point of intersection of the west ROW line of said Railroad and the north ROW line of W. 11th Street; thence northeasterly to the point of intersection of the east ROW line of N. Railroad Avenue and the north ROW line of E. 11th Street; thence easterly along said north ROW line to its point of intersection with the west ROW line of the alley between N. Railroad Avenue and N. Cleveland Avenue; thence northerly along said west ROW line to its point of intersection with the south ROW line of the alley between E. 11th Street and E. 12th Street; thence continuing northerly to the point of intersection of the north ROW line of the alley between E. 11th Street and E. 12th Street and the west ROW line of the alley between N. Railroad Avenue and N. Cleveland Avenue; thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of E. 12th Street; thence continuing northerly to the point of intersection of the north ROW line of E. 12th Street and the west ROW line of the alley between N. Railroad Avenue and N. Cleveland Avenue; thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of the alley between E. 12th Street and E. 13th Street; thence continuing northerly to the point of intersection of the north ROW line of the alley between E. 12th Street and E. 13th Street and the west ROW line of the alley between N. Railroad Avenue and N. Cleveland Avenue; thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of E. 13th Street; thence continuing northerly to the point of intersection of the north ROW line of E. 13th Street and the west ROW line of the alley between N. Railroad Avenue and N. Cleveland Avenue; thence continuing northerly along said west ROW line to its point of intersection with the south ROW line of the alley between E. 13th Street and E. Eisenhower Boulevard; thence continuing northerly to the point of intersection of the north ROW line of said alley between E. 13th Street and E. Eisenhower Boulevard and the west ROW line of the alley between N. Railroad Avenue and N. Cleveland Avenue; thence continuing northerly along said west ROW line to the point of intersection of the east line of Lot 21, Block 4, Loveland Heights Addition and the south line of the vacated alley ROW; thence easterly along said south line to the centerline of the vacated alley ROW; thence northerly along said centerline to its point of

intersection with the south ROW line of E. Eisenhower Boulevard; thence continuing northerly along the west line extended of said Lots to its point of intersection with the centerline of E. Eisenhower Avenue; thence westerly along said centerline, to its point of intersection with the west ROW line of the Burlington Northern/Santa Fe Railroad; thence northwesterly along said west ROW line to its point of intersection with the north line extended of the E. 15th Street ROW; thence easterly along said north line extended to its point of intersection with the west ROW line of Jackson Avenue; thence easterly along said north line extended of the East 15th Street ROW to its point of intersection with the east ROW line of Jackson Avenue; thence continuing easterly along the north ROW of E. 15th Street to its point of intersection with the east ROW line of the alley between Jackson Avenue and N. Lincoln Avenue; thence northerly along said east ROW of the alley to its point of intersection with the south ROW line of E. 16th Street; thence northerly along said east ROW of the alley to its point of intersection with the north ROW line of E. 16th Street; thence continuing northerly along said east ROW of the alley to its point of intersection with the southern property line of the Loveland Burial Park Cemetery; thence easterly along said southern property line to its point of intersection with the west ROW line of N. Cleveland Avenue; thence northeasterly along the northwestern ROW line of N. Cleveland Avenue to its point of intersection with the west ROW line of N. Lincoln Avenue; thence northerly along said west ROW line to its point of intersection with the south line extended of the E. 20th Street ROW; thence easterly along said south line extended to its intersection with the east ROW line of N. Lincoln Avenue; thence southerly along said east ROW line to its point of intersection with the south boundary line of the Stephenson 1st Subdivision; thence easterly along said south boundary line to its point of intersection with the west boundary of the Conger Subdivision of the North End Addition; thence southerly along said west boundary line to its intersection with the south boundary of the Conger Subdivision of the North End Addition; thence easterly along said south boundary to its intersection with the west boundary line of the Grandview Subdivision of North End Addition; thence southerly along said west boundary line to its intersection with the north ROW line of E. 16th Street; thence southeasterly across E. 16th Street to the point of intersection of the south ROW line of E. 16th Street and the east ROW line of N. Jefferson Avenue; thence southerly along said east ROW line to its point of intersection with the north ROW line of E. Eisenhower Blvd.; thence southerly along said east ROW line to its point of intersection with the south ROW line of E. Eisenhower Blvd; thence continuing southerly along said east ROW line to its point of intersection with the south boundary line extended of the WARNOCK ADD AMD L1-4 35-39 & POR L40 & VACATED ALLEY Subdivision; thence westerly along said south boundary line extended to its intersection with the west ROW line of N. Jefferson Avenue; thence westerly along said south boundary line to its point of intersection with the west ROW line extended of the alley between N. Lincoln Avenue and N. Jefferson Avenue; thence southerly along said west alley line to its point of intersection with the north ROW line of E. 13th Street; thence continuing southerly to the point of intersection of said west alley line and the south ROW line of E. 13th Street; thence continuing southerly along said west alley line to its points of intersection with the north ROW line of E. 12th Street; thence continuing southerly to the point of intersection of said west alley line with the south ROW line of E. 12th Street; thence continuing southerly along said west alley line to its point of intersection with the north line of Little Barnes Ditch; thence continuing southerly to the point of intersection of said west alley line and the south line of said Ditch; thence continuing southerly along said west alley line to its point of intersection with the centerline of the alley ROW vacated via Ordinance 3317 and recorded at Reception Number 86051452 adjoining Block 2, Lincoln Place Addition; thence easterly along the centerline of said vacated alley to its point of intersection with the east line of Lot 10, Block 2, Lincoln Place Addition; thence southerly along said east line 20 feet to a point; thence westerly perpendicular to said east line to a point on the east line of Lot 11, Block 2, Lincoln Place Addition; thence southerly along the east line of said Lot 11 to its point of intersection with the north ROW line of E. 11th Street; thence continuing southerly to the point of intersection of the east line of Lot 11, Block 3, Lincoln Place Addition and the south ROW line of E. 11th Street; thence westerly along said south ROW line to its point of intersection with the east line of Lot 13, Block 3, Lincoln Place Addition; thence southerly along said east line to its point of intersection with the north ROW line of the Great Western/Omni Railroad; thence easterly along said north ROW line to its point of intersection with the east line of Lot 10, Block 3, Lincoln Place Addition; thence southerly to the point of intersection of the east line of Lot 2, Block 5, Orchard Park Addition and the south ROW line of said Railroad; thence continuing southerly along the east line of said Lot 2 to the NE corner of Lot 1, Block 5, Orchard Park; thence continuing south

along the east line of said Lot 1 to its point of intersection with the north ROW line of E. 10th Street; thence southwesterly to the point of intersection of the south ROW line of E. 10th Street and the east ROW line of the alley between N. Jefferson Avenue and N. Lincoln Avenue; thence southerly along said east ROW line to its point of intersection with the north ROW line of E. 8th Street; thence continuing southerly to the point of intersection of the south ROW line of E. 8th Street and the east ROW line of the alley between N. Jefferson Avenue and N. Lincoln Avenue; thence southerly along said east ROW line to its point of intersection with the north ROW line of the alley between E. 8th Street and E. 7th Street; thence easterly along said north ROW line to its point of intersection with the west ROW line of N. Jefferson Avenue; thence continuing easterly to the point of intersection of said north ROW line and the east ROW line of N. Jefferson Avenue; thence southerly to the point of intersection of the south ROW line of said alley and the east ROW line of N. Jefferson Avenue; thence continuing southerly along said east line to its point of intersection with the north ROW line of E. 7th Street; thence continuing southerly to the point of intersection of the south ROW line of E. 7th Street and the east ROW line of E. Jefferson Avenue; thence continuing southerly along said east line to its point of intersection with the north ROW line of the alley between E. 7th Street and E. 6th Street; thence continuing southerly to the point of intersection of the south ROW line of said alley and the east ROW line of N. Jefferson Avenue; thence continuing southerly along said east line to its point of intersection with the north ROW line of E. 6th Avenue; thence easterly along said north line to its point intersection with the west ROW line of N. Washington Avenue; thence continuing easterly to the point intersection of the north ROW line of E. 6th Avenue and the east ROW line of N. Washington Avenue; thence southerly to the point of intersection of the south ROW line of E. 6th Avenue and the east ROW line of N. Washington Avenue; thence southerly along said east ROW line to its point of intersection with the north ROW line of the alley between E. 6th Street and E. 5th Street; thence continuing southerly to the point of intersection of the south ROW line of said alley and the east ROW line of N. Washington Avenue; thence continuing southerly along said east line to its point of intersection with the north ROW line of E. 5th Street; thence easterly along said north ROW line to its point of intersection with the west ROW line of N. Adams Avenue; thence continuing easterly to the point of intersection of the north ROW line of E. 5th Street and the east ROW line of N. Adams Avenue; thence southerly to the point of intersection of the south ROW line of E. 5th Street and the east ROW line of N. Adams Avenue; thence southerly along said east ROW line to its point of intersection with the north ROW line of E. 4th Street; thence continuing southerly to the point of intersection of the east ROW line of N. Adams Avenue and the south ROW line of E. 4th Street; thence westerly to the point of intersection of the west ROW line of N. Adams Avenue and the south ROW line of E. 4th Street; thence continuing westerly along said south ROW line to the Point of Beginning;

And,

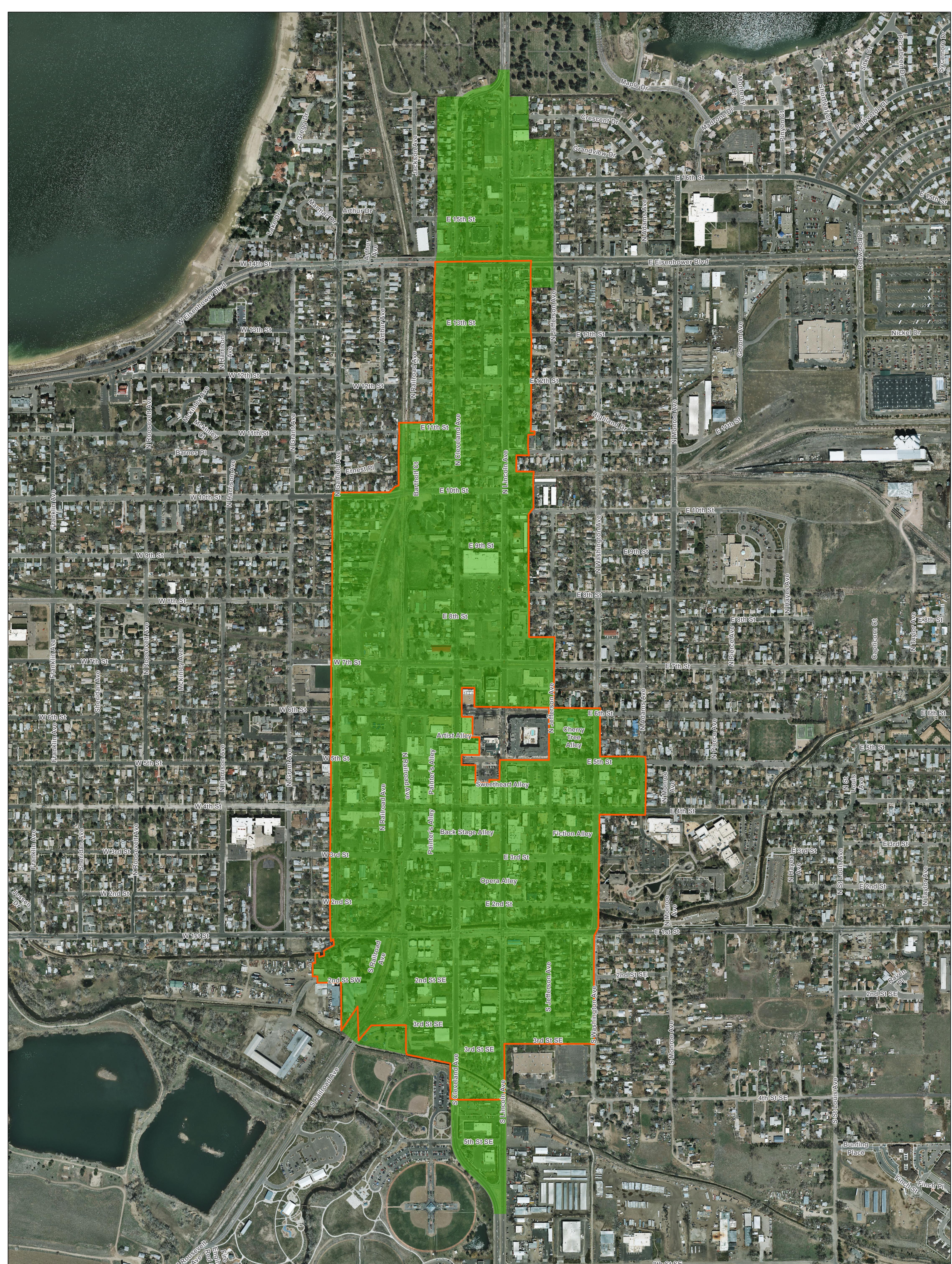
Less [County building parcel] LOTS 13 THRU 16, BLK 7, City of Loveland, County of Larimer, State of Colorado; ALSO POR VACATED ALLEY PER BK 1712 PG 733; and [Former Home State Bank parcel] LOTS 1 THRU 8, BLK 12, City of Loveland, County of Larimer, State of Colorado; and [Museum parcel] LOTS 19-24, BLK 12, City of Loveland, County of Larimer, State of Colorado; and [Vacant Parking Lot parcel] LOTS 1-7, LESS S 25 FT LOTS 1-3 AND LESS S 25 FT OF E 5 FT LOT 4, BLK 13, City of Loveland, County of Larimer, State of Colorado; and [Lincoln Place parcel] The subdivision LINCOLN PLACE COMMUNITY, City of Loveland, County of Larimer, State of Colorado (20100069697) in its entirety (formerly known as Block 41 of Finley's Addition, City of Loveland, County of Larimer, State of Colorado), and [Street & Alley ROW] The full right-of-way of East 6th Street east of the easterly boundary line of the N. Cleveland Avenue right-of-way and west of the centerline of the N. Jefferson Avenue right-of-way, City of Loveland, County of Larimer, State of Colorado; and All public alley right-of-way within BLK 12, City of Loveland, County of Larimer, State of Colorado; and The full right-of-way of East 5th Street east of the easterly boundary line of the N. Cleveland Avenue right-of-way and west of the westerly boundary line of the N. Lincoln Avenue right-of-way, City of Loveland, County of Larimer, State of Colorado; and The north half of the street right-of-way of the intersection of East 5th Street and N. Lincoln Avenue, north of the centerline of East 5th Street, City of Loveland, County of Larimer, State of Colorado; and The north half of the right-of-way of East 5th Street north of the centerline of East 5th Street, east of the easterly boundary of the N. Lincoln Avenue right-of-way, and west of the

centerline of the N. Jefferson Avenue right-of-way, City of Loveland, County of Larimer, State of Colorado; and The west half of the street right-of-way of N. Jefferson Avenue south of the southerly boundary of East 6th Street, and north of the northerly boundary of E 5th Street, City of Loveland, County of Larimer, State of Colorado.

DRAFT

Operations	Mil Levy	1.00	2.00	3.00	4.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	and so on for the remaining life of the DDA							
		2014	2015	DDA Year 1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	2031	2032
Operations Base Mill Levy Property Tax																						
Increase in Base due to Projects																						
2015 Office	\$ 3,100,000	37,017	77,736	114,408	154,832	196,442	199,389	202,380	205,416	208,497	211,624	214,799	218,021	221,291	224,610	227,980	231,399	234,870				
2015 Retail	3,100,000	539	2,697	3,650	4,631	4,700	4,771	4,842	4,915	4,989	5,064	5,140	5,217	5,295	5,374	5,455	5,537					
2015 Residential	3,100,000	539	2,697	3,650	4,631	4,700	4,771	4,842	4,915	4,989	5,064	5,140	5,217	5,295	5,374	5,455	5,537					
2016 Office	3,100,000	148	740	1,002	1,271	1,290	1,310	1,329	1,349	1,369	1,390	1,411	1,432	1,453	1,475	1,497	1,520					
2016 Retail	3,100,000	719	3,596	4,562	4,631	4,700	4,771	4,842	4,915	4,989	5,064	5,140	5,217	5,295	5,374	5,455	5,537					
2016 Residential	3,100,000	148	739	938	952	966	980	995	1,010	1,025	1,041	1,056	1,072	1,088	1,105	1,121						
2017 Office	3,100,000	899	4,495	4,562	4,631	4,700	4,771	4,842	4,915	4,989	5,064	5,140	5,217	5,295	5,374	5,455	5,537					
2017 Retail	3,100,000	899	4,495	4,562	4,631	4,700	4,771	4,842	4,915	4,989	5,064	5,140	5,217	5,295	5,374	5,455	5,537					
2017 Residential	3,100,000	247	1,234	1,252	1,271	1,290	1,310	1,329	1,349	1,369	1,390	1,411	1,432	1,453	1,475	1,497	1,520					
2018 Office	3,100,000	899	4,495	4,562	4,631	4,700	4,771	4,842	4,915	4,989	5,064	5,140	5,217	5,295	5,374	5,455	5,537					
2018 Retail	3,100,000	899	4,495	4,562	4,631	4,700	4,771	4,842	4,915	4,989	5,064	5,140	5,217	5,295	5,374	5,455	5,537					
2018 Residential	3,100,000	247	1,234	1,252	1,271	1,290	1,310	1,329	1,349	1,369	1,390	1,411	1,432	1,453	1,475	1,497	1,520					
2019 Office	3,100,000	899	4,495	4,562	4,631	4,700	4,771	4,842	4,915	4,989	5,064	5,140	5,217	5,295	5,374	5,455	5,537					
2019 Retail	3,100,000	899	4,495	4,562	4,631	4,700	4,771	4,842	4,915	4,989	5,064	5,140	5,217	5,295	5,374	5,455	5,537					
2019 Residential	3,100,000	247	1,224	1,252	1,271	1,290	1,310	1,329	1,349	1,369	1,390	1,411	1,432	1,453	1,475	1,497	1,520					
2020 Office	3,100,000	899	4,495	4,562	4,631	4,700	4,771	4,842	4,915	4,989	5,064	5,140	5,217	5,295	5,374	5,455	5,537					
2020 Retail	3,100,000	899	4,495	4,562	4,631	4,700	4,771	4,842	4,915	4,989	5,064	5,140	5,217	5,295	5,374	5,455	5,537					
2020 Residential	3,100,000	247	1,234	1,252	1,271	1,290	1,310	1,329	1,349	1,369	1,390	1,411	1,432	1,453	1,475	1,497	1,520					
2021 Office	3,100,000	899	4,495	4,562	4,631	4,700	4,771	4,842	4,915	4,989	5,064	5,140	5,217	5,295	5,374	5,455	5,537					
2021 Residential	3,100,000	247	1,234	1,252	1,271	1,290	1,310	1,329	1,349	1,369	1,390	1,411	1,432	1,453	1,475	1,497	1,520					
2022 Office	3,100,000	899	4,495	4,562	4,631	4,700	4,771	4,842	4,915	4,989	5,064	5,140	5,217	5,295	5,374	5,455	5,537					
2022 Residential	3,100,000	247	1,234	1,252	1,271	1,290	1,310	1,329	1,349	1,369	1,390	1,411	1,432	1,453	1,475	1,497	1,520					
2023 Office	3,100,000	899	4,495	4,562	4,631	4,700	4,771	4,842	4,915	4,989	5,064	5,140	5,217	5,295	5,374	5,455	5,537					
2023 Residential	3,100,000	247	1,234	1,252	1,271	1,290	1,310	1,329	1,349	1,369	1,390	1,411	1,432	1,453	1,475	1,497	1,520					
2024 Office	3,100,000	899	4,495	4,562	4,631	4,700	4,771	4,842	4,915	4,989	5,064	5,140	5,217	5,295	5,374	5,455	5,537					
2024 Residential	3,100,000	247	1,234	1,252	1,271	1,290	1,310	1,329	1,349	1,369	1,390	1,411	1,432	1,453	1,475	1,497	1,520					
Available from Operations Mill Levy	\$ 93,000,000	-	-	37,017	78,963	122,128	173,109	229,306	242,939	256,776	270,821	285,077	299,546	314,232	327,094	332,000	336,980	342,035	347,166	352,373		
Property Tax Increment Revenue																						
78																						
2015 Office	\$ 3,100,000	14,024	70,122	71,174	72,241	73,325	74,425	75,541	76,674	77,825	78,992	80,177	81,379	82,600	83,839	85,097	86,373					
2015 Retail	3,100,000	14,024	70,122	71,174	72,241	73,325	74,425	75,541	76,674	77,825	78,992	80,177	81,379	82,600	83,839	85,097	86,373					
2015 Residential	3,100,000	3,849	19,247	19,536	19,829	20,126	20,428	20,733	21,046	21,361	21,682	22,007	22,337	22,672	23,012	23,358	23,708					
2016 Office	3,100,000	14,024	70,122	71,174	72,241	73,325	74,425	75,541	76,674	77,825	78,992	80,177	81,379	82,600	83,839	85,097	86,373					
2016 Retail	3,100,000	14,024	70,122	71,174	72,241	73,325	74,425	75,541	76,674	77,825	78,992	80,177	81,379	82,600	83,839	85,097	86,373					
2016 Residential	3,100,000	3,849	19,247	19,536	19,829	20,126	20,428	20,733	21,046	21,361	21,682	22,007	22,337	22,672	23,012	23,358	23,708					
2017 Office	3,100,000	14,024	70,122	71,174	72,241	73,325	74,425	75,541	76,674	77,825	78,992	80,177	81,379	82,600	83,839	85,097	86,373					
2017 Residential	3,100,000	3,849	19,247	19,536	19,829	20,126	20,428	20,733	21,046	21,361	21,682	22,007	22,337	22,672	23,012	23,358	23,708					
2018 Office	3,100,000	14,024	70,122	71,174	72,241	73,325	74,425	75,541	76,674	77,825	78,992	80,177	81,379	82,600	83,839	85,097	86,373					
2018 Residential	3,100,000	3,849	19,247	19,536	19,829	20,126	20,428	20,733	21,046	21,361	21,682	22,007	22,337	22,672	23,012	23,358	23,708					
2019 Office	3,100,000	14,024	70,122	71,174	72,241	73,325	74,425	75,541	76,674	77,825	78,992	80,177	81,379	82,600	83,839	85,097	86,373					
2019 Residential	3,100,000	3,849	19,247	19,536	19,829	20,126	20,428	20,733	21,046	21,361	21,682	22,007	22,337	22,672	23,012	23,358	23,708					
2020 Office	3,100,000	14,024	70,122	71,174	72,241	73,325	74,425	75,541	76,674	77,825	78,992	80,177	81,379	82,600	83,839	85,097	86,373					
2020 Residential	3,100,000	3,849	19,247	19,536	19,829	20,126	20,428	20,733	21,046	21,361	21,682	22,007	22,337	22,672	23,012	23,358	23,708					
2021 Office	3,100,000	14,024	70,122	71,174	72,241	73,325	74,425	75,541	76,674	77,825	78,992	80,177	81,379	82,600	83,839	85,097	86,373					
2021 Residential	3,100,000	3,849	19,247	19,536	19,829	20,126	20,428	20,733	21,046	21,361	21,682	22,007	22,337	22,672	23,012	23,358	23,708					
2022 Office	3,100,000	14,024	70,122	71,174	72,241	73,325	74,425	75,541	76,674	77,825	78,992	80,177	81,379	82,600	83,839	85,097	86,373					
2022 Residential	3,100,000	3,849	19,247	19,536	19,829	20,126	20,428	20,733	21,046	21,361	21,682	22,007	22,337	22,672	23,012	23,358	23,708					
2023 Office	3,100,000	14,024	70,122	71,174	72,241	73,325	74,425	75,541	76,674	77,825	78,992	80,177	81,379	82,600	83,839	85,097	86,373					
2023 Residential	3,100,000	3,849	19,247	19,536	19,829	20,126	20,428	20,733</														

18 2033	19 2034	20 2035
238,393	241,969	245,599
5,620	5,704	5,790
5,620	5,704	5,790
1,543	1,566	1,589
5,537	5,620	5,704
5,537	5,620	5,704
1,138	1,155	1,172
5,455	5,537	5,620
5,455	5,537	5,620
1,497	1,520	1,543
5,374	5,455	5,537
5,374	5,455	5,537
1,475	1,497	1,520
5,295	5,374	5,455
5,295	5,374	5,455
1,453	1,475	1,497
5,217	5,295	5,374
5,217	5,295	5,374
1,432	1,453	1,475
5,140	5,217	5,295
5,140	5,217	5,295
1,411	1,432	1,453
5,064	5,140	5,217
5,064	5,140	5,217
1,390	1,411	1,432
4,989	5,064	5,140
4,989	5,064	5,140
1,369	1,390	1,411
4,915	4,989	5,064
4,915	4,989	5,064
1,349	1,369	1,390
357,659	363,024	368,469
87,669	88,984	90,319
87,669	88,984	90,319
24,064	24,425	24,791
86,373	87,669	88,984
86,373	87,669	88,984
23,708	24,064	24,425
85,097	86,373	87,669
85,097	86,373	87,669
23,358	23,708	24,064
83,839	85,097	86,373
83,839	85,097	86,373
23,012	23,358	23,708
82,600	83,839	85,097
82,600	83,839	85,097
22,672	23,012	23,358
81,379	82,600	83,839
81,379	82,600	83,839
22,337	22,672	23,012
80,177	81,379	82,600
80,177	81,379	82,600
22,007	22,337	22,672
78,992	80,177	81,379
78,992	80,177	81,379
21,682	22,007	22,337
77,825	78,992	80,177
77,825	78,992	80,177
21,361	21,682	22,007
76,674	77,825	78,992
76,674	77,825	78,992
21,046	21,361	21,682
-	-	-
-	-	-
-	-	-
1,866,498	1,894,495	1,922,912
554,922	563,246	571,695
30,888	31,505	32,136
30,282	30,888	31,505
29,688	30,282	30,888
29,106	29,688	30,282
28,535	29,106	29,688
27,976	28,535	29,106
27,427	27,976	28,535
26,890	27,427	27,976
26,362	26,890	27,427
25,845	26,362	26,890
837,923	851,907	866,128
3,259,343	3,309,648	3,360,736



Proposed DDA

Downtown URA

Proposed Loveland Downtown Development Authority - Exhibit A

Date: 10/6/2014

Proposed Area Assessed Value: ~\$37,016,950

Proposed 5 Mill Levy Revenues: ~\$185,085

Registered Voters: ~686

1,000 500 0 1,000 Feet

NOTE: All calculations were made using best available data and should be considered approximate. Methodology statement available upon request.



Consolidated Financial Proforma for Loveland Downtown Partnership and Downtown Development Authority

	Jan - Dec 15	Jan - Dec 16	Jan - Dec 17	Jan - Dec 18	Jan - Dec 19
Income					
Loveland Downtown Partnership					
City Contract	500,000.00	500,000.00	500,000.00	500,000.00	500,000.00
Carry forward	0.00	0.00	41,835.00	41,347.26	44,842.41
Income from Events/Promotions		2,500.00	5,000.00	7,500.00	10,000.00
Interest Income	0.00				
Misc Income	0.00				
Downtown Development Authority					
Income from Mill/Prior Yr Tax Operations	0.00	37,017.00	75,145.00	114,408.00	154,832.00
Income from TIF	0.00	27,000.00	379,740.00	1,057,151.00	1,494,554.00
Income from TIF, Prior Yr Fund	0.00				
Interest Income - TIF Collections	0.00	108.00	1,518.96	4,228.60	5,978.22
Total Income	500,000.00	566,625.00	1,003,238.96	1,724,634.86	2,210,206.63
Expense					
Programs and Projects					
Redevelopment Support	200,000.00	206,000.00	602,180.00	1,300,245.40	1,774,252.76
Projects TBD Upon Board Approval					
Facade Improvement Grants	25,000.00	25,750.00	26,522.50	27,318.18	28,137.72
Projects TBD Upon Board Approval					
Marketing/Promotion/Sponsorship	15,000.00	30,900.00	45,000.00	50,000.00	51,500.00
Advert/Banners / PR / Downtown					
Event/Liability Insurance					
New and Existing Events					
Art / History / Innovation Event					
Promotional Other Expense					
Beautification Enhancements	15,000.00	30,000.00	45,000.00	50,000.00	51,500.00
Holiday Lighting- Throughout DT Map					
Misc TBD Cap Imp Safety/Lighting					
Misc TBD Capital Imp Art/Sculpture Stands					
Misc TBD Capital Imp Water Features					
Misc TBD Capital Imp Enhance Riverwalk					
Subtotal Programs and Projects	255,000.00	292,650.00	718,702.50	1,427,563.58	1,905,390.48
Personnel Cost					
Salaries	120,000.00	123,600.00	127,308.00	131,127.24	135,061.06
Health Insurance	20,000.00	20,600.00	21,218.00	21,854.54	22,510.18
Dental Insurance	2,000.00	2,060.00	2,121.80	2,185.45	2,251.02
Retirement Contributions	6,000.00	6,180.00	6,365.40	6,556.36	6,753.05
Medicare	2,500.00	2,575.00	2,652.25	2,731.82	2,813.77
Employee Group Life Ins	400.00	412.00	424.36	437.09	450.20
Long-term Disability	500.00	515.00	530.45	546.36	562.75
Unemployment Compensation	600.00	618.00	636.54	655.64	675.31
Subtotal Personnel	152,000.00	156,560.00	161,256.80	166,094.50	171,077.34
Administrative					
Office Rent	18,000.00	18,000.00	18,540.00	19,096.20	19,669.09
Business/Liability insurance	1,000.00	1,000.00	1,100.00	1,200.00	1,200.00
Utilities	6,000.00	6,180.00	6,365.40	6,556.36	6,753.05
Office Supplies	1,000.00	1,030.00	1,060.90	1,092.73	1,125.51
Computer/Hardware	1,000.00	1,030.00	1,060.90	1,092.73	1,125.51
Internet/Phone	3,000.00	3,090.00	3,182.70	3,278.18	3,376.53
Legal Corporate Services	25,000.00	25,750.00	26,522.50	27,318.18	28,137.72
CPA / Audit	3,000.00	7,000.00	7,500.00	7,500.00	8,000.00
D & O Insurance	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00
Bank Chgs / Merchant Fees	1,000.00	1,000.00	1,500.00	1,500.00	2,000.00
November Tabor Election Expense	30,000.00	0.00	0.00	0.00	0.00
Tax/Mill Levy Collection Fees	0.00	6,500.00	9,800.00	12,000.00	14,000.00
Conference/Subscriptions/Fees	1,000.00	2,000.00	2,500.00	2,500.00	3,000.00
Misc	0.00	0.00	0.00	0.00	0.00
Subtotal Administrative	93,000.00	75,580.00	81,932.40	86,134.37	91,387.40
Total Expense	500,000.00	524,790.00	961,891.70	1,679,792.45	2,167,855.22
Reserve (2.5%)	0.00	0.00	0.00	0.00	0.00
Carry Over	0.00	41,835.00	41,347.26	44,842.41	42,351.40

Questions:
 Legal - Billed hr projections
 CPA - Review vs Audit / ML /City Support
 Election Expenses TBD
 Treasurer/ Segregation of Duties /Bank Accts

Assumptions:
 Salaries - 2 positions - Executive Director and an office support admin
 Redevelopment support - to be approved by board as projects are presented
 Façade Grants - to be approved by board as projects are presented
 Beautification Enhancements - to be approved by board as projects are presented

Note: Personnel Cost may have some savings in 2015 due to Employee hire date. If savings occur the funds will be used in other areas of budget such as Beautification, Marketing, Promotions, etc.
 Note: After 2015, DDA property and sales tax increment revenue is expected, but the amount is unknown at this time and will be factored in to budget upon receipt or when City is able to project such revenue with reasonable certainty.
 Note: The highlighted income line items above are revenue flowing to the DDA.
 Green highlights are DDA Operations Mill Levy, TIF revenue and Project support for TIF projects.
 Assumes three significant projects get started in 2015, partial Property Tax Increment in 2017, and full Property Tax Increment in 2018.
 Assumes the operations mill levy begins at 1 mill in 2015 for collection in 2016. Increases 1 mill per year thereafter.



AGENDA ITEM: 13
MEETING DATE: 12/16/2014
TO: Mayor and City Council
FROM/PRESENTER: Rod Wensing, Assistant City Manager / Flood Recovery Incident Commander

TITLE:
One-Year Flood Recovery Update

SUMMARY:
This is an informational presentation summarizing the City's flood recovery efforts, including: overall flood recovery efforts, specific flood recovery costs, reimbursements, and pending reimbursement applications. Key members of the City's Flood Recovery Team will be available to answer both related questions / topics for the Council.

BACKGROUND:
For flood recovery purposes, the City continues to operate under a Recovery Management structure, which is based on the Incident Command Structure used for emergency incident management. Departments are working on various recovery, repair, and restoration projects throughout the City; the Flood Recovery Team now meets monthly to update Team members and coordinate various studies, designs, projects and financial aspects of the recovery.

Flood Recovery Efforts Update

Flood recovery and restoration activities will be discussed and highlighted in the areas of:

- Community Recovery
- Critical Infrastructure
- Parks / Trails / Open Lands Restoration
- River Corridor Restoration
- Ongoing Recovery Efforts

City Financial Position with Flood Costs

Flood response and restoration capital costs are estimated to total approximately \$25.7 million. A large portion of this cost will be recovered through:

- Insurance payments (from CIRSA, the City's carrier);
- Federal Emergency Management Agency (FEMA) reimbursements;
- Federal Highway Authority
- Other federal reimbursements, such as programs through the Department of Agriculture and the Natural Resources Conservation Service;

- The State of Colorado.

To date, the City has received \$4.2 million from FEMA; \$6.9 million from CIRSA; and \$247,000 from other sources. We have submitted 24 Project Worksheets to FEMA, with total actual and estimated costs of \$17.6 million.

About 50% of the capital costs have occurred in 2014; we expect 35-40% to occur in 2015, and the remainder in 2016 or later.

REVIEWED BY CITY MANAGER:**LIST OF ATTACHMENTS:**

1. One-Year Community Flood Recovery Report: Fact Sheet
2. Power Point Presentation Slides

This report documents recovery work undertaken by the City of Loveland in the year following the Loveland September 2013 flood, with emphasis on work completed after April 2014 and ongoing recovery activity.

The September 2013 Flood swept through Loveland on a scale not seen since 1976.

Data show the Big Thompson River peaked at a flow of 19,000 cubic feet per second, more than 500 times its seasonal flow. The river inundated 1,943 acres, or more than 3 square miles, between Loveland's western and eastern city limits, flooding 66 buildings across the City and more than 1,000 others in adjacent areas of Larimer County. City utilities, streets, bridges, waterways, parks and community areas were hit hard. Recovery, at a cost of more than \$29 million, has moved rapidly but years of recovery work remains.

Emergency Response

During the initial week of the flood emergency, from Sept. 12 through Sept. 19, 2013, Loveland Fire Rescue Authority and Loveland Police Department conducted numerous life-safety operations including:

- › Twelve major, highly technical rescue operations by LFRA involving 58 people, mostly in the authority's Big Thompson Canyon service area.
- › Traffic control and public safety efforts by LPD, particularly during the time the City was bisected by floodwaters that closed all bridges crossing the Big Thompson River throughout the City.
- › 3,400 hours of overtime logged by 114 firefighters, police officers and civilian employees.

Disaster Assistance Center

The Disaster Assistance Center (DAC) was operated and managed by City staff in cooperation with Adventist Community Services at the Rocky Mountain Center for Innovation and Technology (former Agilent campus) from mid-September until the end of November. During that period, the DAC:

- › Served over 1035 people from Larimer and other Northern Colorado.
- › Logged 144,883 volunteer hours, with estimated value of \$3,249,726.
- › Accepted donations of goods valued at \$1,786,692.

Local Business and Economic Recovery Grants

The Loveland City Council in November 2013 approved \$1 million for a Business Assistance Flood Recovery Fund in the 2014 budget. Applications for help from a joint City/Chamber of Commerce Business Flood Relief program closed April 1. City contributed \$550,000, the United Way \$72,000, and the Chamber raised \$83,000 through its "Dancing with the Stars" fundraiser, offsetting the City's share. \$59,357 was raised in other Chamber donations. **Total raised: \$681,357. Grants to 37 businesses totaled \$675,250.** The remaining account balance, after \$140 in accounting fees, is \$5,967. The fund structure remains in place for future activation if needed.

Regional Long-Term Recovery Effort

Loveland is cooperating in the Long-Term Recovery Group (LTRG), a team formed to coordinate the recovery efforts provided by local and county government, non-governmental organizations and volunteer organizations. A recovery fund, established for unmet community needs and managed by the United Way of Larimer County, collected private donations totaling **\$1,118,502**.

By October 2014, **\$134,502**, 12 percent of the amount raised, had been spent on direct client assistance, and \$19,911 on administrative expenses. The fund balance stood at **\$964,089**.

Cost of the flood

The estimated cost of City's flood recovery work is **\$25,700,000**, including:

> Water, sewer and electric utilities	\$9,210,000
> Parks, trails, open spaces and a golf courses	6,500,000
> Roads and bridges	5,500,000
> Emergency protective measures	2,000,000
> Water control facilities	600,000
> Buildings and equipment	470,000
> Debris removal	820,000

Cost Recovery Progress

	<u>Anticipated</u>	<u>Received (as of 10/15/14)</u>
> FEMA reimbursement	\$10,155,000	\$4,055,383
> State reimbursement	1,692,500	0
> CIRSA insurance coverage	6,900,000	6,898,343
> Federal Highway Administration	4,160,000	0
> Other	300,000	247,000
TOTALS	\$23,207,500	\$11,200,726

NOTE: The City anticipates that federal and state grants and future reimbursements will add to the cost-recovery total. Grants from Great Outdoors Colorado (Colorado Lottery) and other grant sources have added **\$247,000** to the cost recovery total.

Big Thompson River Restoration Coalition (BTRRC)

The City in October 2013 joined with a group of concerned citizens, non-profit groups, and local government agencies to respond to the flood with a program of restoration and infrastructure protection. The BTRRC was born from a realization that those goals should be addressed on a local level, but that best results would come from a broader, collaborative Northern Colorado community. A Steering Committee, Technical Advisory Committee, and Fiscal Committee were created to move the Coalition forward. The City continues to be a significant partner and leader in this effort.

The Coalition has received substantial grant funding, including support from the City, to complete a river restoration Master Plan that has gone through an extensive public comment process. It is now ready for endorsement or adoption by local agencies and governments.

Continuing recovery work: A committee of key BTRRC stakeholders met in late October to begin process of formalizing the group into a non-profit entity covering the entire Big Thompson River watershed. Discussions underway with two Estes Valley coalitions and the Little Thompson River coalition for the purpose of combining efforts throughout the watershed region.

Flood Data and 'River Team' Analysis

- > The flood's high-water marks were surveyed via GPS to create a flood inundation map. From that information, peak flow was assessed at 19,000 cubic feet per second in Loveland.
- > The River Team completed a detailed river assessment to identify potential problem areas. The information will help guide flood recovery, and efforts to prepare for the spring runoff.
- > Through March, the City had processed 34 Floodplain Development Permit applications associated with the flood recovery. More applications are expected as recovery continues.
- > **Continuing recovery work:** An engineering consultant is conducting analysis and design work on a project to protect utility structures destroyed in the flood north of Cottonwood Meadows subdivision, and on bank protection/flood mitigation throughout the zone. The project will follow the new Big Thompson River Restoration Coalition Master Plan recommendations.

Flood Action Planning: Future Events

An Incident Action Plan (IAP) was developed by key City employees in anticipation of potential flooding from the 2014 spring runoff. The IAP today serves as the over-arching operational plan in the event of a flood. Particular attention will be paid to pre-identified locations and specific vulnerabilities.

Every stream gauge on the river was destroyed during the flood. The City's own ALERT Early Flood Warning System has been repaired and was functional as of April 1. The U.S. Geological Survey gauge at St. Louis Avenue has been repaired.

Continuing recovery work: The State replaced a gauge on Buckhorn Creek, replacing one destroyed in the flood, and its data is shared to the City warning system. The City replaced the damaged Big Thompson gauge at Glade Road, and relocated the rain/stage gauge on Dry Creek for better accuracy and reliability.

Infrastructure Recovery

Water & Power Projects:

1. Two sewer-line river crossings were destroyed. One replaced, the other scheduled for replacement in January 2015.
2. Approximately one mile of new 48-inch diameter water transmission line will replace the destroyed 20-inch and 36-inch lines, and the original 48-inch line laid bare by the flood.
3. More than 100,000 cubic yards of sand and gravel behind the City's Idylwilde hydroelectric dam in Big Thompson Canyon, plus the dam itself, were used in reconstructing U.S. Highway 34.
4. Flood waters destroyed or damaged 96 power poles, 36 transformers and five switchgears. All repaired/replaced as power was restored to Big Thompson Canyon customers.
5. The electric utility replaced over 39,000 feet of primary and secondary overhead cable and approximately 900 feet of primary and secondary underground cable damaged in the flood.
6. **Continuing recovery work:** Five water-line River crossings were damaged, four destroyed. Three have been replaced or repaired, and replacement of the six remaining will be finished during winter months.
7. **Continuing recovery work:** Planning underway for a FEMA Alternate Pilot Project, a power generation project funded by \$9.1 million in FEMA reimbursement for the loss of the Idylwilde Dam generating capacity.

Parks and Recreation Projects:

1. Five City parks, 13 open land/natural area sites, three holes at Mariana Butte Golf Course and a 3-mile portion of the Recreation Trail were damaged or destroyed.
2. Namaqua, Barnes, Fairgrounds and Centennial parks all restored, reopened for the summer, as were three flood-damaged "river holes" at Mariana Butte Golf Course. The Recreation Trail underpass at U.S. Highway 287 re-opened in June after extensive reconstruction.
3. **Continuing recovery work:** Significant design, reconstruction and mitigation projects are underway or planned at heavily damaged River's Edge Natural Area and Morey Wildlife Reserve.
4. **Continuing recovery work:** Viestenz-Smith Mountain Park, mostly destroyed, is closed for duration of 2014-15. Design work will continue into 2015.
5. **Continuing recovery work:** Placement of the Recreation Trail Bridge at Wilson Avenue, and further reconstruction of the Wilson to Taft Avenue trail section will continue into 2015.

Public Works Projects:

1. City's "River Team" hired three consulting engineering firms for river engineering projects and identified four project priorities for completion prior to the 2014 spring runoff: Repair river avulsion (breech) at Fire Training Grounds. Construct new 48-inch waterline from the Water Treatment Plant. Construct temporary improvements at the Morey Wildlife Reserve and Mariana Butte Golf Course for spring runoff protection. Repair the pedestrian underpass at the South Lincoln Avenue (U.S. Highway 287) bridge.

2. Destroyed Denver Avenue Outfall structure, a storm water control system, was replaced and riverbank protections were designed to protect the structure.
3. Repair/replacement of numerous sections of sidewalk, curb and gutter, scour holes adjacent to roadways, and asphalt patching throughout the river corridor.
4. **Continuing recovery work:** Railroad Avenue reconstruction is under discussion, with consideration of a \$4.4 million federal highway grant in an 82.8 to 17.2 match, half the match amount coming from the State. Complete reconstruction unlikely prior to late 2016. Plans for temporary re-opening of Railroad Avenue, at a cost of \$100,000, are underway with a timetable to finish the work in late 2014.

Environmental Recovery

1. More than 11,000 pounds of household hazardous waste, debris from demolished City buildings and 1,400 linear feet of asbestos-coated pipeline were properly disposed of.
2. About 1,800 cubic yards of river sediment removed from streets and hauled for disposal.
3. Twenty-five structures were sampled for asbestos materials prior to City demolition, renovation or acquisition as a result of the flood.
4. Dozens of permits and clearances from local, state and federal agencies were sought and approved for waste disposal, historic preservation, river corridor earthwork and other post-flood projects.
5. Completed asbestos abatement, management of demolition wastes and proper disposal related to demolition of Swartz Farmstead buildings.
6. Completed Phase I Environmental Site Assessment and Phase II limited Sited Assessment in support of property acquisition at 1040 S. Railroad Ave.
7. Created and distributed Waste Handling Guide for tenants at 1040 S. Railroad Ave. as they perform on-site tasks including vehicle and equipment maintenance.
8. **Continuing recovery work:** Part-time Flood Recovery Administrative Technician now engaged to support environmental and stormwater engineering needs.
9. **Continuing recovery work:** Prepared documentation to support license surrender and decommissioning of Idylwilde dam. Hired four environmental consulting firms for habitat surveys, permitting and federal compliance in connection with spring runoff and long-term recovery projects.

Awards/Recognition

- › City employees who undertook the “Meadow Project” to save Loveland’s water supply were recognized with annual top project awards from the Colorado chapter of the American Public Works Association and the Colorado Association of Stormwater and Floodplain Managers.
- › Start-up and operation of the Disaster Assistance Center by City Facilities Division employees was recognized with a top award from the International Facilities Management Association.
- › Individual and Community Preparedness award from the Federal Emergency Management Agency (FEMA) for flood preparation and prevention actions, post-flood.
- › Loveland Chamber of Commerce Annual “Heart” Award, in the past given to individuals, given to City of Loveland in recognition of flood recovery work.

Flood Recovery Road Ahead

The City’s continuing flood recovery, and efforts to recoup reimbursements for losses incurred during the flood, will continue through 2015 and beyond. Some Public Works, Parks & Recreation and Water & Power projects mentioned in this report are in the planning stages today, and work to complete them will continue well into 2016 and possibly 2017. Updates on those projects will be issued periodically in order to keep the public informed of continuing progress.



LOVELAND CITY COUNCIL FLOOD RECOVERY REPORT

A one-year review, December 2014

Areas To Be Covered



- Flood Recovery Structure & Highlights
- Flood Financials Update
- Questions & Discussion

Core Recovery Command Areas

- Community Recovery
 - ▣ Mitigation, and Long Term Recovery
- Critical Infrastructure
 - ▣ Public Works, Water and Power, Parks and Recreation, and Environmental
 - ▣ River Corridor Restoration
- Finance and Administration
 - ▣ Accounting and Reporting, Long Range Planning and Budgeting, and Insurance Claims

IC
Wensing

Recovery Command
Operational Period
November 29 – December 26, 2014

- Liaison - River Corridor (Carlson)
- Liaison – Community / Political (Cahill)
- Liaison – City Legal (Garcia)
- Liaison – Mitigation (Mialy)
- Information Management (Hacker)

**Critical
Infrastructure**
Adams

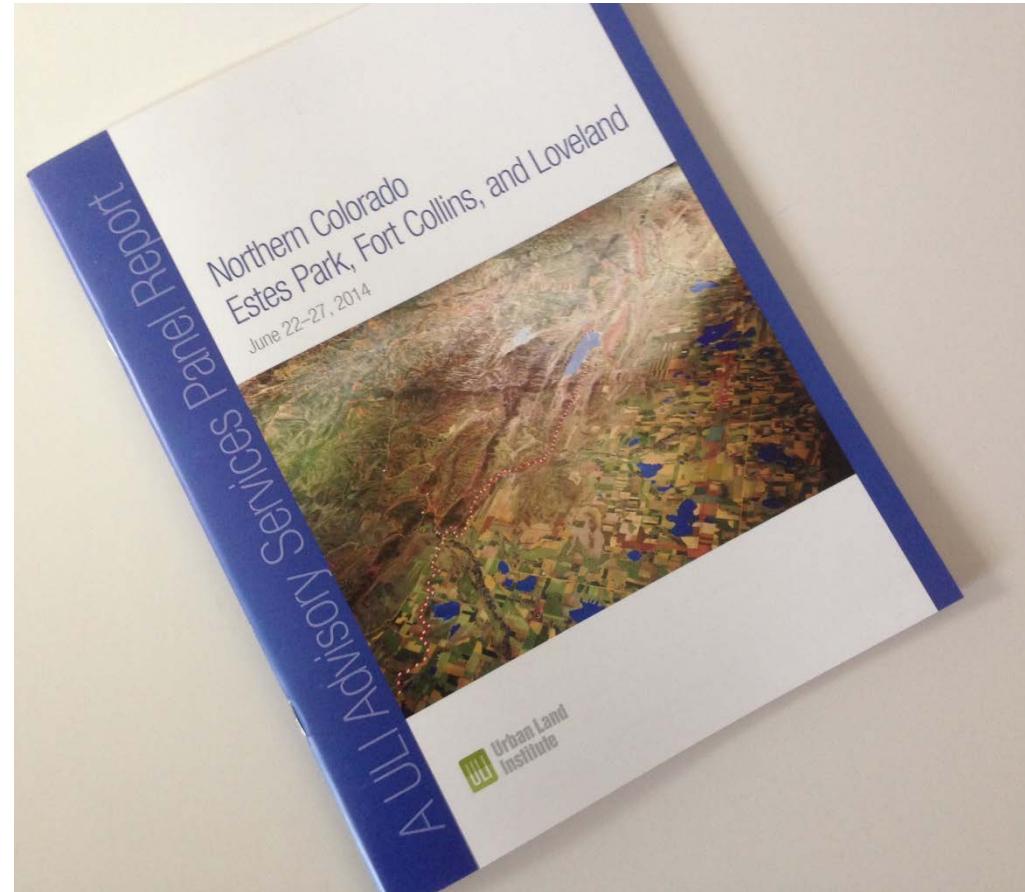
- Public Works
- Water & Power
- Parks & Recreation
- Environmental

Finance/Admin
Worthington

- Accounting and Reporting
- Long Range Planning and Budgeting
- Insurance and Claims – CIRSA / FEMA

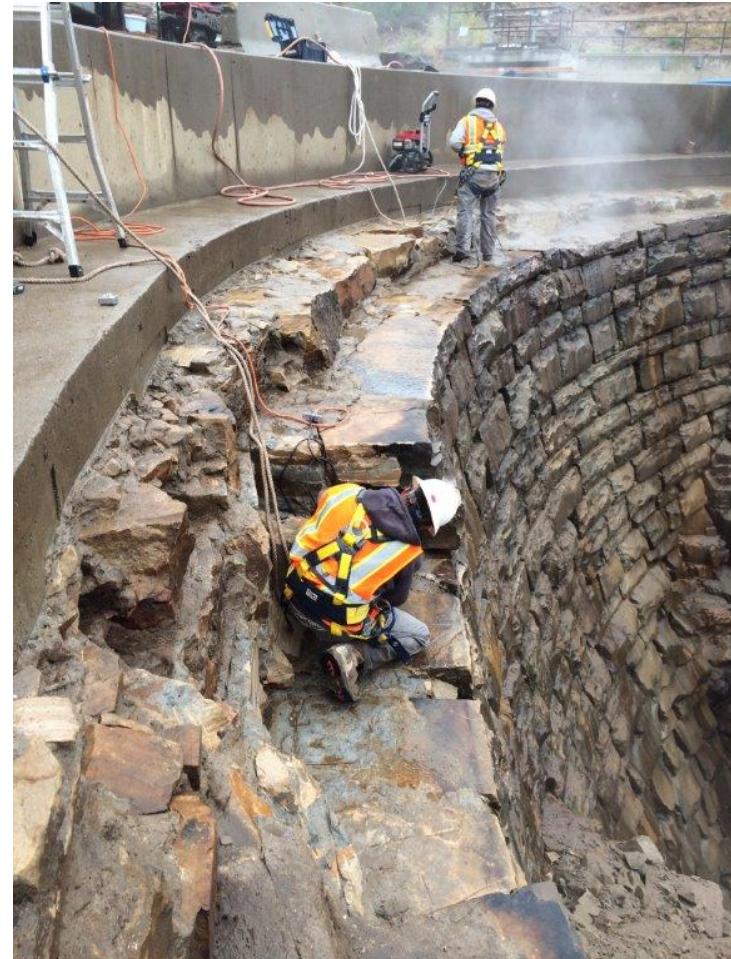
Community Recovery Highlights

- City receives Award for “Meadow Project” from APWA & Stormwater Chapters
- Urban Land Institute Resilience Advisory Panel Visit – July 22-27 and Subsequent Report
- Award for Preparedness and Post-Flood Actions from FEMA
- CDBG-DR Grant Dollars



Critical Infrastructure Highlights

- Big Dam repairs are prepped for winter operations and continue on schedule
- South Railroad Ave. FHWA grant contract signed and temporary repairs will be completed soon.



Critical Infrastructure Highlights

- FEMA currently reviewing possible Idylwilde Dam Alternate Pilot Project options to address the loss of this structure
- 48" water transmission line complete and valve open
- Nine damaged water-line river crossings are being repaired



River Corridor Restoration

- Early warning system repairs completed with radar technology in place to detect stream flows at Buckhorn Creek, Glade Road and Dry Creek
- Phase II protection work progressing on time and within budget at the Fire Training Grounds.
- Design & reclamation efforts underway at RENA & Morey



Ongoing Recovery Efforts

- South Railroad Ave.
- River's Edge Natural Area
- Mariana Butte/Morey
- Wilson to Taft Area
- BTRRC: Master Plan Implementation
- VS Mountain Park



Flood Costs

- Emergency Response \$ 2,000,000
- Business Assistance \$ 600,000
- Capital Costs \$23,100,000

- **Total Costs** **\$25,700,000**

Flood Capital Costs by Category

➤ Debris Removal	\$ 820,000
➤ Roads and Streets	\$ 5,500,000
➤ Buildings and Grounds	\$ 470,000
➤ Utilities	\$ 9,210,000
➤ Water Control Facilities	\$ 600,000
➤ Parks and Rec	\$ <u>6,500,000</u>
□ Total Costs	\$ 23,100,000

Estimate of Cost Recovery

➤ Insurance	\$ 6,900,000
➤ FEMA	\$ 10,155,000
➤ State	\$ 1,692,500
➤ Federal Highway Administration	\$ 4,160,000
➤ Grants	\$ <u>300,000</u>
□ Total	\$ 23,207,500

Reimbursements Received

FEMA	\$ 4,189,000
Insurance	\$ 6,920,000
Other	<u>\$ 247,000</u>
Total	\$11,356,000

Alternate Project

- Idlewylde Dam, Penstock, and Hydro Station were destroyed in Flood
- Dam and Penstock, valued at \$9.1 million, were damaged beyond repair
- Water and Power Department is evaluating possible projects, in consultation with FEMA, and will bring forward the preferred alternative

Presentation Wrap-up



Questions

&

Discussion