

AGENDA
LOVELAND CITY COUNCIL MEETING
LOVELAND URBAN RENEWAL AUTHORITY
TUESDAY, MAY 5, 2015
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
6:30 P.M. REGULAR MEETING - City Council Chambers

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

PROCLAMATION DECLARING MAY 2015 AS ARCHAEOLOGY & HISTORIC PRESERVATION MONTH (Stacey Kersley)

PROCLAMATION DECLARING MAY 16, 2015 AS KIDS TO PARKS DAY (Elizabeth Anderson, Parks and Recreation Director)

PROCLAMATION DECLARING MAY 2015 AS MENTAL HEALTH MONTH (Cpt. Tim Brown and Chris Fine)

PROCLAMATION DECLARING MAY 3 THROUGH MAY 9, 2015 AS MUNICIPAL CLERKS' WEEK (Terry Andrews, City Clerk)

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

A Motion to Approve the City Council Meeting Minutes for the April 7, 2015 Regular Meeting, April 14, 2015 Study Session and the April 21, 2015 Regular meeting minutes.

1. This is an administrative action to approve the City Council meeting minutes for the April 7, 2015 Regular Meeting.
2. This is an administrative action to approve the City Council meeting minutes for the April 14, 2015 Study Session.
3. This is an administrative action to approve the City Council meeting minutes for the April 21, 2015 Regular Meeting.

**2. CITY MANAGER (presenter: Bill Cahill)
APPOINTMENTS TO THE DOWNTOWN DEVELOPMENT AUTHORITY
A Motion adopting a Resolution Appointing Members to Downtown Development Authority Board**

This is an administrative action recommending the appointment of members to the Downtown Development Authority Board as follows:

Sharon Cook	Designated representative of Business Lessee	June 30, 2016
Joe Goacher	Officer of Property Owner	June 30, 2016
Clay Caldwell	Business Lessee	June 30, 2017
Dionne Liggett	Officer of Property Owner	June 30, 2017
Cmmr. Tom Donnelly	Designated Representative of Property Owner	June 30, 2018
Doug Rutledge	Officer of Property Owner	June 30, 2018

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

**3. FINANCE (presenter: Marc Kahn)
PUBLIC HEARING
SUPPLEMENTAL APPROPRIATION FOR 2015 LURA BUDGET
A Motion to Approve and Order Published An Ordinance Enacting A Supplemental Budget And Appropriation To The 2015 Loveland Urban Renewal Authority Budget For Projects Or Programs Not Anticipated At The Time Of Adoption For The 2015 Budget**

This is an administrative action. In 2013, City Council approved an interfund loan of \$1,500,000 from the Recreation CEF Fund, Library CEF Fund, and the General Government CEF Fund to the Loveland Urban Renewal Authority to help fund a mixed-use building in the downtown area (the Gallery Flats project). The principal payments were included in the 2015 Budget, but the interest payments were not. The ordinance authorizes repayment into the identified CEF funds to increase the appropriation to include the interest payment on the loan. This is repayment to the City from the URA. The total amount of the appropriation is \$45,960 funded by available fund balance.

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

**4. CULTURAL SERVICES (presenter: Susan Ison)
PUBLIC HEARING
SUPPLEMENTAL APPROPRIATION FOR VARIOUS CULTURAL SERVICES EVENTS**

A Motion to Approve and Order Published on First Reading An Ordinance Enacting A Supplemental Budget And Appropriation To The 2015 City Of Loveland Budget For Foote Lagoon Concerts, Strings In The Gallery Program, And Artsteps.

This is an administrative action. Donations were received for the following programs presented by the Cultural Services Department: \$20,000 from Kaiser Permanente for the 2015 Foote Lagoon Concert Series; \$2,200 from the Erion Foundation to support four performances by string quartets in the main art gallery; \$1,000 from the Erion Foundation to support the Museum/Thompson School District ArtSteps residency program for students. These programs would not be possible without the support of the donors.

**5. CULTURAL SERVICES (presenter: Susan Ison)
AMENDING 2015 SCHEDULE OF RATES, CHARGES AND FEES FOR CULTURAL SERVICES**

A Motion to Adopt a Resolution Amending The 2015 Schedule Of Rates, Charges And Fees For City Services, Other Than Services Provided By The Water And Power Department And The Stormwater Enterprise With Respect Only To The Rialto Theater And Museum Membership Fees

This is an administrative action. This resolution amends the 2015 Schedule of Rates, Fees and Charges with these three revisions: 1) Existing Loveland Museum/Gallery membership fees, including replacing the "Individual plus one" to a "Dual" membership and creating a "Supporter" level; and 2) Creates multiple Rialto Theater Center and joint memberships; and 3) Sets fees for the new membership levels. Membership programs are opportunities for users to support the theater and the museum.

**6. CITY ATTORNEY (presenter: Vincent Junglas)
PUBLIC HEARING**

CODE ENFORCEMENT ISSUE SUMMONS INTO MUNICIPAL COURT

A Motion To Approve And Order Published On First Reading An Ordinance Repealing Section 18.68.045 And Creating Section 1.28.070 Of The Loveland Municipal Code Authorizing Code Enforcement Officers To Issue A Summons And Complaint Into Municipal Court Pursuant To Rule 204 Of The Colorado Municipal Court Rules

This is a legislative action to move Code Enforcement authority from Title 18 of the City Code to Title 1 where other general provisions are located, to specify that a limited commissioned code enforcement officer is a peace officer for purposes of issuing summonses into municipal court pursuant to Rule 204 of the Colorado Municipal Court Rules, and to make conforming changes to related City Code provisions. This is a housekeeping measure to locate these enforcement provisions in one section of the code and it does not create any new authority. This matter is being brought forward by the Loveland City Attorney's Office.

**7. FIRE AUTHORITY (presenter: Mark Miller)
PUBLIC HEARING**

SALE OF PROPERTY ON ROSSUM DRIVE

A Motion to Approve and Order Published on First Reading An Ordinance Authorizing the Sale of Real Property Located within the City of Loveland on Rossum Drive Pursuant to Section 4-7 of the City of Loveland Municipal Charter

This is an administrative action and public hearing on first reading regarding the sale of City property on Rossum Drive for \$135,000. The City of Loveland owns 1.83 acres on Rossum Drive located near 1220 Rossum Drive along West Highway 34. The property was purchased in 2002 for \$230,000 with fire capital expansion fees for a future station location. In Fire's judgment, the property is not the appropriate location for a new station. The buyer, Shannon Jaeger, is proposing to combine this property with an adjoining

property to build a senior living facility. The proposed facility is intended to serve seniors that can live independently with limited health care services. \$135,000 on the sale of the land would be deposited to the Fire Capital Expansion Fee Fund that originally purchased the property on November 13, 2002.

8. FINANCE (presenter: Brent Worthington)

FINANCIAL REPORT FOR MARCH 2015

The Snapshot Report is submitted for Council review and includes the reporting of the City's revenue and expenditures, including detailed reports on tax revenue and health claims as of March 31, 2015. Citywide Revenue (excluding internal transfers) of \$60,870,285 is 85.8% of year to date (YTD) budget or \$10,105,936 under the budget. There are two primary sources for this variance: timing issues with several of the Special Revenue Funds (we are still early in the year, so actuals haven't caught up with Budget); and Water and Power charges (due to relatively mild weather in the early part of 2015). Sales Tax collections are 98.5% of the YTD budget or \$153,586 under budget. Building Material Use Tax is 104.3% of YTD budget, or \$24,752 over budget. Sales and Use Tax collections combined were 100.7% of YTD budget or \$76,246 over budget. When the combined sales and use tax for the current year are compared to 2014 for the same period last year, they are higher by 6.5% or \$710,020. Citywide total expenditures of \$57,584,749 (excluding internal transfers) are 90.4% of the YTD budget or \$6,114,299 under the budget.

9. CITY MANAGER (presenter: Alan Krcmarik)

INVESTMENT REPORT FOR MARCH 2015

This is an information only time. The budget projection for investment earnings for 2015 is \$1,759,080. On the portfolio's 2015 beginning balance this equates to an annual interest rate of 0.84%. Based on the monthly statement, the estimated annualized yield in March on the securities held by USBank was 1.05%. For March, earnings of \$189,340 were posted to City funds. Interest rates fell in March, bringing the unrealized loss down to \$49,403 from \$532,192 in February. Due to draws from fund balances to pay for the cost of scheduled capital projects, flood response, and project repair, the portfolio is about \$6.8 million lower than December 2013 and \$25.6 million lower than the pre-flood peak.

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

10. POLICE (presenter: Cpt. Tim Brown and Cheryl O'Shell)

The password to the public access wireless network (colquest) is **accesswifi**

RESTORATIVE JUSTICE PROGRAM

A Motion to award a Services Contract to The Restorative Justice Community Council in the amount of \$20,000.00 and authorize the City Manager to execute the contract.

This an administrative action to authorize the City Manager to enter into a services contract with the Restorative Justice Community Council for managing a youth diversion program associated with misdemeanor criminal offenses. The proposal requests a \$20,000.00 annual contract to support a part-time Program Coordinator position to recruit, screen, and train approved volunteers; manage the referral process; schedule restorative conferencing after appropriate referrals are made; and provide administrative support for the program (grant applications, reporting, etc.).

11. DEVELOPMENT SERVICES PUBLIC HEARING

(presenter: Troy Bliss)

TURNERY BRIGGS ADDITION VACATION

A Motion To Approve And Order Published On First Reading An Ordinance Vacating A Portion Of A Public Right-Of-Way Located In Block 4 Of The Turney-Briggs Addition To The City Of Loveland, Larimer County, Colorado

This is a legislative action to consider adoption of an ordinance on first reading, vacating a portion public right-of-way (alley) within the Turney-Briggs Addition and Turney-Briggs First Subdivision – located at the northeast corner of N. Lincoln Avenue and E. Eisenhower Boulevard. The right-of-way to be vacated includes a “T” shaped portion of alley that exists on properties proposed for redevelopment of a Sprouts grocery store. The alley does include existing utilities that would need to be rerouted with new easements established which are being addressed through separate development applications.

12. ECONOMIC DEVELOPMENT POSSIBLE EXECUTIVE SESSION DOWNTOWN SOUTH CATALYST PROJECT

(presenter: Mike Scholl)

The City of Loveland has been working to acquire property in a two block area in Downtown Loveland for the purposes of facilitating a redevelopment project in partnership with the Michaels Development Company and Larimer County. This session is a follow up to the Executive Session held on April 21, 2015.

13. CITY ATTORNEY POSSIBLE EXECUTIVE SESSION

(presenter: Tami Yellico)

A Motion to Allow City Council the Option to go into Executive Session for the Purpose of Receiving Legal Advice Regarding the Klen & Weston v. City of Loveland Lawsuit

This is an administrative action to allow for the possibility of an executive session for the purpose of receiving legal advice regarding the Klen & Weston v. City of Loveland lawsuit.

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



CITY COUNCIL

Civic Center • 500 East Third Street, Suite 330 • Loveland, CO 80537
 (970) 962-2303 • Fax (970) 962-2900 • TDD (970) 962-2620
www.cityofloveland.org

PROCLAMATION

- WHEREAS** The Offices of the Municipal Clerk, a time honored and vital part of local government exists throughout the world, and
- WHEREAS** The Office of the Municipal Clerk is the oldest among public servants, and
- WHEREAS** The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and
- WHEREAS** Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.
- WHEREAS** The Municipal Clerk serves as the information center on functions of local government and community.
- WHEREAS** Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.
- WHEREAS** It is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.

NOW, THEREFORE, we the City Council of Loveland, do hereby recognize the week of May 3 through May 9, 2015 as

MUNICIPAL CLERKS' WEEK

and further extend appreciation to our Municipal Clerk and Court Administrative Team and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

Signed this 5th day of May, 2015

Cecil A. Gutierrez
 Mayor



Printed on
 Recycled Paper



CITY COUNCIL

Civic Center • 500 East Third Street, Suite 330 • Loveland, CO 80537
 (970) 962-2303 • Fax (970) 962-2900 • TDD (970) 962-2620
www.cityofloveland.org

PROCLAMATION

- WHEREAS,** historic preservation helps provide a deeper understanding of the diversity of our uniquely local and American heritage; and
- WHEREAS,** historic preservation is an effective tool for revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability of communities across America; and
- WHEREAS,** Colorado Archaeology & Historic Preservation Month 2015 provides an opportunity for citizens of all ages and from all walks of life to make the connection between historic preservation and the aesthetic, environmental and economic well-being of their communities; and
- WHEREAS,** it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and
- WHEREAS,** "History in the Making: Celebrating Youth in Preservation" is the theme for Archaeology & Historic Preservation Month 2015; and
- WHEREAS,** fourteen heritage-related events, ranging from a historic preservation bike tour and festival, a 100-year memorial of fallen officer Marshal Frank Peak, a guided downtown walking tour, a jazz-inspired dance, several historic building open houses, antique and heirloom plant sales, and more will be held by the Loveland community in May 2015 and are listed on the City's website; and

NOW, THEREFORE, we, the City Council of the City of Loveland, do hereby proclaim May 2015, as

ARCHAEOLOGY & HISTORIC PRESERVATION MONTH

and call upon the people of Loveland to recognize and participate in this special observance. In recognition of Archaeology & Historic Preservation Month, we would like to honor all the buildings and sites in Loveland that are on the National Register of Historic Places, Colorado State Register of Historic Places, and Loveland Historic Register.

Signed this 5th day of May, 2015

Cecil A. Gutierrez, Mayor



Printed on
Recycled Paper



PROCLAMATION

- WHEREAS,** the Loveland Parks and Recreation Department provides three municipal golf courses, 23 miles of hard surface trails, a full-service recreation center, numerous outdoor aquatic areas, 37 athletic fields, 21 baseball/softball fields, 28 tennis courts, 27 playgrounds, over 4,300 acres of open lands, and 438 acres of developed park land at over 30 sites in the community; and
- WHEREAS,** May 16, 2015 is the fifth Kids to Parks Day organized and launched by the National Park Trust; and
- WHEREAS,** Kids to Parks Day empowers children and encourages families to get outdoors and visit America's parks; and
- WHEREAS,** it is important to introduce a new generation to our nation's parks because of the important role they play in the quality of our lives; and
- WHEREAS,** we should encourage children to lead a more active lifestyle to combat the issues of childhood obesity, diabetes, hypertension, and high cholesterol; and
- WHEREAS,** Kids to Parks Day is open to all children and adults across the country to encourage a large and diverse group of participants; and
- WHEREAS,** Kids to Parks Day will broaden children's appreciation for nature and the outdoors.

NOW THEREFORE, we the Loveland City Council do hereby proclaim May 16, 2015, as

KIDS TO PARKS DAY

in Loveland, Colorado. We urge the residents of Loveland to make time to take the children in their lives to one of Loveland's beautiful parks and facilities.

Signed this 5th day of May, 2015

Cecil A. Gutierrez, Mayor





CITY COUNCIL

Civic Center • 500 East Third Street, Suite 330 • Loveland, CO 80537
 (970) 962-2303 • Fax (970) 962-2900 • TDD (970) 962-2620
www.cityofloveland.org

PROCLAMATION

- WHEREAS,** mental health is essential to everyone's overall physical health and emotional well-being; and
- WHEREAS,** one in every four families is affected by mental health disorders in a given year; and
- WHEREAS,** Larimer County suffered the loss of 83 residents to suicide in 2014 – representing a 25% over 2013 – and only 28% of those who died by suicide were receiving mental health treatment; and
- WHEREAS,** prevention is an effective way to reduce the burden of mental health conditions; and
- WHEREAS,** access to medically necessary medication and treatment helps prevent individuals from ending up in emergency rooms and corrections facilities and from becoming homeless and, most importantly, prevents suicide; and
- WHEREAS,** it costs 6.5 times more to incarcerate an individual experiencing mental health issues than to treat them in the community; and
- WHEREAS,** comprehensive, community-based services that respond to individuals with mental health needs and their families are cost-effective and beneficial to consumers and to our community; and
- WHEREAS,** there is a strong body of research that supports specific treatment and tools that all Americans can use to better handle challenges, and protect their health and well-being; and
- WHEREAS,** with early and effective treatment, those individuals with mental health conditions can recover and lead full, productive lives; and
- WHEREAS,** beginning in 2014, all Larimer County residents – without regard for ability to pay - have access to 24/7 Crisis Services for mental health and addiction crises through the Colorado Crisis Services system; and
- WHEREAS,** Touchstone Health Partners observes nationally recognized Mental Health Month every May to raise awareness about mental health and addictive disorders and the importance of mental wellness.

NOW, THEREFORE, we, the City Council of the City of Loveland do hereby proclaim May 2015 as

MENTAL HEALTH MONTH

in the City of Loveland and call upon the citizens, government agencies, public and private institutions, businesses and schools to recommit our community to increasing awareness and understanding of mental health, and the need for appropriate and accessible services for all citizens.

Signed the 5th day of May, 2015

Cecil Gutierrez, Mayor



Printed on
Recycled Paper

MINUTES
LOVELAND CITY COUNCIL MEETING
LOVELAND URBAN RENEWAL AUTHORITY
TUESDAY, APRIL 7, 2015
CITY COUNCIL CHAMBERS
500 EAST THIRD STREET
LOVELAND, COLORADO

6:30 P.M. REGULAR MEETING - City Council Chambers

CALL TO ORDER, Mayor Gutierrez called the meeting to order at 6:30 p.m.

PLEDGE OF ALLEGIANCE

ROLL CALL: The following councilors responded: Krenning, Taylor, Clark, Gutierrez, Shaffer, Farley, Fogle, Trenary, McKean.

Councilor Krenning read the Proclamation Declaring April 17, 2015 As Arbor Day. City Parks and Recreation Staff member Rob MacDonald, received the proclamation.

Councilor McKean read the Proclamation Declaring April 18, 2015 As The Annual Spring Waterway Clean-Up Event. Leah Browder, Public Works Director, received the proclamation.

Mayor Pro Tem Dave Clark read The Proclamation Declaring April 25, 2015 As Family Discovery Day. LDS representatives Mary Peery and Dan Danowski received the proclamation.

Councilor Shaffer read the Proclamation Declaring April 2015 As Fair Housing Month. Affordable Housing Commission member, Barbara Ireland 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 Gutierrez asked if anyone would like to have an item removed from the Consent Agenda. Public members Sue Mullins asked for Item 6 to be removed; and Eric Sutherland asked for Item 5 to be removed. Councilor McKean asked for Item 13 to be removed and Councilor Krenning asked for Item 4 to be removed and considered at the end of the meeting. Councilor Shaffer moved to approve the Consent Agenda with the exception of items 4,5,6, and 13. The motion seconded by Councilor Trenary, carried with all councilors preset voting in favor thereof.

CONSENT AGENDA

1. **CITY CLERK** (presenter: Terry Andrews)
APPROVAL OF MEETING MINUTES
 1. **A Motion to Approve the City Council Meeting Minutes for the March 3, 2015 Regular Meeting was approved.**
This is an administrative action to approve the City Council meeting minutes for the March 3, 2015 Regular Meeting.
 2. **A Motion to Approve the City Council Meeting Minutes for the March 20, 2015 Special Meeting was approved.**
This is an administrative action to approve the City Council meeting minutes for the March 20, 2015 Special Meeting.
 3. **A Motion to Approve the City Council Meeting Minutes for the March 24, 2015 Study Session and Special Meeting was approved.**
This is an administrative action to approve the City Council meeting minutes for the March 24, 2015 Study Session and Special Meeting minutes.
2. **FIRE RESCUE AUTHORITY** (presenter: Mark Miller)
AMENDMENT TO FIRE CODE APPEALS TITLE 15.04
A Motion to Approve and Order Published on Second Reading an Ordinance Amending Title 15.04 Concerning Fire Code Appeals was approved.
This is a legislative action to consider an ordinance on second reading. On February 25, 2015, the Loveland Fire Rescue Authority (LFRA) Board voted to recommend to City Council that a new Fire Code Board of Appeals be established with LFRA Board members. The Fire Rescue Advisory Commission currently serves in this capacity (per Loveland Municipal Code 15.04.150). The Fire Authority Board recommends that the Appeals Board be comprised of at least three LFRA Board members, provided that one of the members present is from the Rural District. This ordinance was approved unanimously on first reading by Council at the March 17, 2015 regular meeting.
3. **FIRE RESCUE AUTHORITY** (presenter: Mark Miller)
AMENDMENT TO THE CODE TO APPOINT MEMBERS TO THE LOVELAND FIRE RESCUE AUTHORITY AND DISSOLVE THE FIRE RESCUE ADVISORY COMMISSION
A Motion to Approve and Order Published on Second Reading an Ordinance Amending the City Code to dissolve the Loveland Fire Rescue Advisory Commission was approved.
Note: A slight change was made in the title and enacting language of this ordinance after first reading, to clarify the intent. This is an administrative action to dissolve the Fire Rescue Advisory Commission. The Commission has played an important role in strategic planning and policy considerations. Since Loveland Fire Rescue Authority (LFRA) Board is responsible for setting policy of the Authority, the citizen advisory board that is responsible for bringing the citizen's perspective to policy considerations should be aligned with the decision-making authority. Therefore the LFRA Board voted on January 28, 2015 to make a recommendation to the Loveland City Council to dissolve the Commission as a City Commission. If the City Council approves that action, then the LFRA Board would reinstate the existing members as an ad hoc commission and the LFRA Bylaws would be amended. This ordinance was approved unanimously on first reading by Council at the March 17, 2015 regular meeting.
4. **CITY ATTORNEY** (presenter: Tami Yellico)
SUPPLEMENTAL APPROPRIATION FOR PULLIAM BUILDING QUIET TITLE
Moved to Regular Agenda for consideration
5. **ECONOMIC DEVELOPMENT** (presenter: Betsey Hale)

ESTABLISHMENT OF THE LOVELAND DDA
Moved to Regular Agenda for consideration

6. **FINANCE** (presenter: Brent Worthington)
REDUCTION OF SALES TAX ON FOOD FOR HOME CONSUMPTION
Moved to Regular Agenda for consideration

7. **WATER & POWER** (presenter: Jim Lees)
PUBLIC HEARING
SUPPLEMENTAL APPROPRIATION FOR WATER TREATMENT PLANT
A Motion to Approve and Order Published on First Reading an Ordinance on First Reading Enacting a Supplemental Budget And Appropriation to the 2015 City of Loveland Budget to Correct the Splits of Funding for the Water Treatment Plant Expansion & the Water Transmission Line Replacement to Hwy 34 was approved.
 This is an administrative action. According to engineering consultants and the Water Engineering staff, the Water Treatment Plant Expansion Project should be allocated as follows: 40% in the Water Fund and 60% in the Water SIF Fund. The Water Transmission Line Replacement to Hwy 34 Project should be allocated as follows: 50% in the Water Fund and 50% in the Water SIF Fund. Between funds rolled over from 2013 and supplemental appropriations done in 2014, the percentage split for the budget between the Water Fund and the Water SIF fund is off slightly for these two projects. This ordinance addresses these corrections. The total amount of the appropriations are \$506,200 funded by transfers between the funds. There is no net increase in the total budget for either of the two projects.

8. **PUBLIC WORKS** (presenter: Dave Klockeman)
CONTRACT AWARD FOR THE 29TH STREET PAVEMENT RECONSTRUCTION PROJECT
A Motion to Award the 29th Street Pavement Reconstruction Project Contract (Project No. ENSR029) to Coulson Excavating Company of Loveland, Colorado in the Amount of \$1,279,683.00 and Authorize the City Manager to Execute the Contract was approved.
 This is an administrative action. Approval of this item will allow the 29th Street Pavement Reconstruction Project (Project No. ENSR029) from Wilson Avenue to Taft Avenue to be awarded to Coulson Excavating Company of Loveland, Colorado for work to be completed in 2015. The funding for Project No. ENSR029 is budgeted in the annual Street Resurfacing Program budget within the approved 2015 Budget. Funding is available in the Adopted 2015 Budget for the Public Works Department for Street Rehabilitation Projects.

9. **PUBLIC WORKS** (presenter: Dave Klockeman)
CONTRACT EXTENSION FOR THE 2015 STREET RESURFACING PROGRAM, ASPHALT PAVING SCHEDULE
A Motion to Award the Extension of the Asphalt Paving Contract (Schedule AP) to Coulson Excavating Company of Loveland, Colorado in the Amount of \$991,000.00 and Authorize the City Manager to execute the Contract was approved.
 This is an administrative action. Approval of this item extends the 2014 Street Resurfacing Program, Asphalt Paving Schedule AP (Project ENSR10-AP) contract to Coulson Excavating Company of Loveland, Colorado for work to be completed in 2015. Extension of an Asphalt Maintenance Contract is in the amount of \$991,000.00 and includes Authorization for the City Manager to execute the contract. The extension is the first of three allowed under the contract and reflects no change in unit prices from the 2014 contract. Funding is available in the Adopted 2015 Budget for the Public Works Department for Street Rehabilitation Projects.

10. **AIRPORT** (presenter: Jason Licon)
CONTRACT AMENDMENT NUMBER FIVE FOR AIRPORT FAA PROJECT AIP 34
A Motion to Authorize the City Manager to Execute an Amendment Number Five to the Contract Dated May 14, 2012 with Ch2m Hill for Design and Bidding Services of FAA Project AIP 34 at the Fort Collins-Loveland Municipal Airport and to Ratify all Previous Amendments to the Contract was approved.
 This is an administrative action to authorize the City Manager to execute an amendment to the existing contract with the engineering firm CH2M Hill for Airport design and engineering services to include the design and bidding services for the State of Colorado funded project AIP Project number 3-08-0023-34-2015 "Construct Snow Removal Equipment Storage Building". The contract fee for the work included in Amendment Number Five is for \$153,311.31. The Airport's Council-approved 2015 Budget contains the necessary appropriations for the expenditure for the contract and is reimbursable from an approved Colorado Department of Transportation Division of Aeronautics.
11. **FINANCE** (presenter: Marc Kahn)
RE-APPROPRIATION FOR AIRPORT PROJECTS NOT COMPLETED IN 2014
A Public Hearing was held and a Motion to Approve and Order Published on First Reading an Ordinance Enacting Re-Appropriation to the 2015 Ft. Collins-Loveland Municipal Airport Budget to Appropriate Funds for Projects Approved but not Completed in 2014 was approved.
 This is an administrative action. The ordinance re-appropriates the remaining balance for capital and one-time projects previously approved in 2014. The total re-appropriation is \$1,678,700. The re-appropriation is funded by fund balance within the Airport Fund from grants previously received or to be drawn down and contributed from the two cities.
12. **FINANCE** (presenter: Marc Kahn)
SUPPLEMENTAL APPROPRIATION FOR AIRPORT PROJECTS NOT ANTICIPATED AT THE TIME OF ADOPTION OF THE 2015 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 2015 Ft. Collins-Loveland Municipal Airport for Projects or Programs not Anticipated at the Time of Adoption for the 2015 Budget was approved.
 This is an administrative action. Since the adoption of the 2015 Budget, the Airport Utilities Master Plan has not been completed and the funds need to be rolled over. This ordinance appropriates \$18,902 to complete the project. The appropriation is funded by fund balance within the Airport Fund from grants previously received or to be drawn down and contributed from the two cities.
13. **FINANCE** (presenter: Marc Kahn)
RE-APPROPRIATION FOR LURA FOR PROJECTS APPROVED BUT NOT COMPLETED IN 2014
Moved to Regular Agenda for consideration
14. **CITY MANAGER** (presenter: Alan Krcmarik)
INVESTMENT REPORT FOR FEBRUARY 2015
 This is an information only item. The budget projection for investment earnings for 2015 is \$1,759,080. On the portfolio's beginning balance this equates to an annual interest rate of 0.84%. For February, earnings of \$94,694 were posted to City funds. Interest rates rose in February, reversing the unrealized gain in January to an unrealized loss of \$532,192. Based on the monthly statement, the estimated annualized yield in February on the securities held by US Bank was 1.06%. Due to draws from fund balances to pay for the cost of scheduled capital projects, flood response, and project repair, the portfolio is about \$8 million lower than December 2013 and \$26.8 million lower than the pre-flood peak.

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.

Marinda Trout, spoke to City Council regarding the Loveland Initiative Monarch Butterfly (LIMB). Ms. Trout and her husband Bob, are encouraging citizens to plant Milkweed in the City of Loveland to encourage an increase in the Monarch Butterfly in the City of Loveland.

Bob Bears, informed City Council that starting Sunday, July, 19th thru Friday, July 24th the Model A Ford convention would be held at the Ranch in Loveland. They are anticipating between 500 and 100 classic cars and all of the persons associated.

Shawn Mitchell, an attorney representing residents of Loveland, Ed Klen and Liam Weston, advised Council he had filed on behalf of his clients a Declaratory Judgement regarding the Sprouts incentive agreement.

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

5. ECONOMIC DEVELOPMENT (presenter: Betsey Hale)

ESTABLISHMENT OF THE LOVELAND DDA

This is an administrative action. Economic Development Director, Betsey Halen introduced this item to City Council. On February 10, 2015 an election was held to determine if downtown residents, property owners, business operators and other eligible persons supported the formation of a Downtown Development Authority. The voters approved the establishment of such an entity. At the March 17, 2015 meeting, City Council unanimously approved an ordinance on first reading to establish the Downtown Development Authority and approved the Resolution establishing a DDA Board of 7 members and appointing Councilor John Fogle to the DDA Board. Mayor Gutierrez asked for public comment. Eric Sutherland, Ft. Collins resident, spoke in opposition to the ordinance. Larry Sarner, resident of Ward 2, spoke in opposition to the ordinance. **Councilor Shaffer moved to approve and Order Published on Second Reading an Ordinance Creating and Establishing the Loveland Downtown Development Authority in the City of Loveland, Colorado. The motion seconded by Councilor Farley, carried with all councilors voting in favor thereof.**

CITY COUNCIL ADJOURNED AND CONVENED AS THE BOARD OF THE LOVELAND URBAN RENEWAL AUTHORITY (LURA) AT 8:05. P.M.

13. FINANCE (presenter: Marc Kahn) **RE-APPROPRIATION FOR LURA FOR PROJECTS APPROVED BUT NOT COMPLETED IN 2014**

This is an administrative action. Finance Director Brent Worthington introduced this item to Council. Reserves in the amount of \$60,190 are reappropriated for the Façade Grant Program. Fund balance created as a result of the projects not being completed fund the ordinance. Mayor Gutierrez asked for public comment. There were not public comments. **Councilor Shaffer moved to Approve and Order Published on First Reading an Ordinance Enacting a Supplemental Budget and the Re-Appropriation to the Loveland Urban Renewal Authority Budget of the Façade Grant Program Approved in 2014 but not Completed was approved.**

THE BOARD OF LOVELAND URBAN RENEWAL AUTHORITY (LURA) ADJOURNED AND RECONVENED AS CITY COUNCIL AT 8:18 P.M.

6. FINANCE (presenter: Brent Worthington)

REDUCTION OF SALES TAX ON FOOD FOR HOME CONSUMPTION

This is an administrative action. Finance Director, Brent Worthington, introduced this item to Council. At the March 24, 2015 special meeting, staff presented City Council with information pertaining to Loveland's sales tax on food for home consumption. At that meeting, City Council adopted an ordinance on first reading that reduced sales tax on food for home consumption over a three year period, with the tax being reduced to 2% effective November 1, 2015, 1% effective November 1, 2016 and such sales tax on the sale of food for home consumption is eliminated effective November 1, 2017. Sales tax on food for home consumption would comprise approximately \$6.3 million of General Fund revenue in 2016, with an annual growth rate of approximately 3.5% per year. Reducing or eliminating this sales tax would reduce the General Fund revenue by approximately \$335,000 in 2015; an additional \$2.08 million in 2016; an additional \$2.15 million in 2017; and an additional \$2.19 million in 2018. The total reduction in General Fund Revenue in 2019, after full implementation of the elimination of sales tax on food for home consumption, would be approximately \$6.75 million per year, plus an annual growth rate of approximately 3.5%. This ordinance was approved unanimously on first reading by Council at the March 24, 2015 Special Meeting. Mayor Gutierrez asked for public comment. Sue Mullins, East Loveland, spoke in opposition of the ordinance; David Hallett, 2489 Hamstead Dr, spoke in opposition of the ordinance, encouraged Council place this issue on the ballot; Bob Massaro, East Loveland, expressed concern with the process used to consider this ordinance, Tom Buchanan, 910 W. 8th St, spoke in support of the ordinance; Buddy Meyers, 2429 Cameo Ct, spoke in support, Larry Sarner, Ward 2, spoke in support of the ordinance, Ann Harroun, 3321 Apple Avenue, spoke in opposition of the ordinance; Barry Floyd, North Loveland, spoke in opposition. **A Motion to Approve and Order Published on Second Reading an Ordinance Reducing the Sales Tax on Food for Home Consumption. The motion was seconded by Councilor McKean. Councilor Krenning moved to call the question. The motion seconded by Mayor Pro Tem Clark, carried with seven councilors present voting in favor and Councilors Trenary and Fogle voting against. Roll was called on the original motion: The motion failed with four councilors voting in favor and Councilors Gutierrez, Taylor, Farley, Shaffer and Trenary voting against.**

Councilor McKean moved that Council direct Staff to bring a resolution to Council setting a ballot question for November 3, 2015 reducing the sales tax on food for home consumption from 3% to 2% effective January 1, 2016; 2% to 1% effective January 1, 2017; and eliminating sales tax on "food for home consumption" effective January 1, 2018. The motion was seconded by Councilor Fogle. Mayor Gutierrez asked for public comment. David Hallett, spoke in support of the motion; Larry Sarner, spoke in opposition of the motion. Bob Massaro suggested the motion be altered to only take 3% to 2% effective January 1, 2016; Jackie Marsh, 243 4th St. suggested

taxing luxury items. Council discussion ensued. **Councilor McKean called the question, the motion, seconded by Councilor Krenning, failed with four councilors voting in favor and Councilors Shaffer, Trenary, Clark, Gutierrez and Taylor voting against. Discussion ensued. Roll was called on the original motion: The motion failed with four councilors voting in favor and Councilors Gutierrez, Taylor, Farley, Shaffer and Trenary voting against.**

Mayor Gutierrez moved to direct Staff to bring back on May 19, 2015, for consideration "the ordinance reducing the Sales Tax on food for home consumption" as considered on 04-07-2015. The motion was seconded by Councilor Shaffer. There was no public comment given. Roll was called and the motion carried with seven councilors voting in favor and Councilors Krenning and Clark voting against.

**15. FINANCE (presenter: Marc Kahn)
RE-APPROPRIATION FOR CITY PROJECTS APPROVED BUT NOT COMPLETED IN 2014**

Finance Director, Brent Worthington, introduced this item to Council. This is an administrative action. The ordinance re-appropriates funding approved in 2014 for capital, one-time projects and equipment not completed or received prior to the end of the fiscal year. The net expenditures (total expense less transfers) included in the ordinance is \$62,511,054. The projects or programs in the ordinance were funded in 2014. Funding is available since the expenditures that did not occur became fund balance at the end of 2014. The re-appropriation of these projects, does not have an impact on the 2015 Budget since the assumption in developing the 2015 Budget was that these funds would be spent by the end of 2014. Mayor Gutierrez opened the public comment at 11:21 p.m. and with no further public comment it was closed at 11:24 p.m.

Councilor Shaffer moved to Approve and Order Published on First Reading an Ordinance Enacting a Supplemental Budget and Appropriation to the 2015 City of Loveland Budget to Reappropriate Remaining Funds for Projects Approved but not Completed in 2014. Councilor Farley seconded the motion which carried with all councilors present voting in favor thereof.

**16. FINANCE (presenter: Marc Kahn)
SUPPLEMENTAL APPROPRIATION FOR CITY PROJECTS NOT ANTICIPATED AT ADOPTION OF THE 2015 BUDGET**

Budget Officer, Mark Kahn introduced this item to Council. This is an administrative action. Since the adoption of the 2015 Budget several issues have emerged that require increased appropriations. This ordinance addresses those issues. The total amount of appropriation is \$719,728 funded primarily by available fund balance. Nearly all of the appropriation is funded by fund balance reducing the flexibility to fund future projects. Mayor Gutierrez opened the public comment at 11:29 p.m. and with no further public comment it was closed at 11:29 p.m.

Councilor Shaffer moved to Approve and Order Published on First Reading an Ordinance Enacting a Supplemental Budget and Appropriation to the 2015 City of Loveland Budget for Projects or Programs not Anticipated at the Time of Adoption for the 2015 Budget. Councilor Farley seconded the motion which carried with all councilors present voting in favor thereof.

**4. CITY ATTORNEY (presenter: Tami Yellico)
SUPPLEMENTAL APPROPRIATION FOR PULLIAM BUILDING QUIET TITLE**

A Motion to Approve and Order Published on Second Reading an Ordinance Enacting a Supplemental Budget and Appropriation to the 2015 City of Loveland Budget for the Payment of Legal Fees and Costs in Connection with the Quiet Title

Action on the Pulliam Building was approved.

This is an administrative action to consider an ordinance on second reading making a supplemental appropriation in the amount of \$30,000 to fund the quiet title action pertaining to the Pulliam Community Building. The funding for the appropriation of \$30,000 is from fund balance in the General Fund. The General Fund balance is \$5,791,750. This ordinance was unanimously approved on first reading by Council at the March 17, 2015 regular meeting. City Attorney, Tami Yellico gave Council an update. Mayor Gutierrez opened the public comment at 11:37 p.m. and hearing no public comment it was closed at 11:37 p.m.

17. CITY ATTORNEY

(presenter: Tami Yellico)

PRESIDING MUNICIPAL JUDGE POSITION

This is an administrative action to conduct an executive session as a result of interviews that were conducted for the Presiding Municipal Judge position on March 20, 2015. **Councilor McKean moved to appoint Geri Joneson as Municipal Judge and direct Staff to negotiation an agreement. Mayor Pro Tem Clark seconded the motion. City Attorney Tami Yellico asked, Councilor McKean for a point of clarification, was his motion conditional on Staff bringing a contract that is in agreement with Ms. Joneson to Council and her resignation as Deputy Municipal Judge. Councilor McKean concurred. Roll was called and the motion passed with all Councilors present voting in favor thereof.**

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.

- | | |
|-----------|---|
| McKean | Requested Council have an update of the South Catalyst project at the next meeting, which could include an executive session if necessary. |
| Farley | Attended a retreat of the Visual Arts Commission; The Youth Advisory Commission (YAC) will be reporting to Council on April 21, 2015. |
| Shaffer | Announced the North I-25 Coalition meeting at the Weld County Center. Urban Land Institute Healthy Places. |
| Krenning | Take project specific tax increases to the voters; Reception from the Municipal Judge; Have staff research Resolutions that govern Council regarding policy or procedures. These should come to Council every 2 years, around election time; meeting with Council and County Commissioners to discuss the implementation of the new radios for the police department. |
| Gutierrez | Discussion regarding City Council requests for records. Be aware of time, when making requests from Staff. There was significant discussion regarding making email available to the public. |

CITY MANAGER REPORT

None

CITY ATTORNEY REPORT

None

ADJOURN

Hearing no more matters, before this Council, Mayor Gutierrez adjourned the April 7, 2015 at

12:53 a.m.

Respectfully Submitted,

Teresa G. Andrews, City Clerk

Cecil A. Gutierrez, Mayor

MINUTES
LOVELAND CITY COUNCIL STUDY SESSION
TUESDAY, APRIL 14, 2015
CITY COUNCIL CHAMBERS
500 EAST THIRD STREET
LOVELAND, COLORADO

6:30 P.M. STUDY SESSION - City Council Chambers
STUDY SESSION AGENDA

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

STUDY SESSION AGENDA

1. COMMUNITY PARTNERSHIP (presenter: Alison Hade; 60 min)
AFFORDABLE HOUSING POLICY

Community Partnership Director, Alison Hade presented this item to Council. Sam Betters and Gwen Stephenson were present to address Council and answer questions. The informational presentation and discussion concerned the City's current policy about affordable housing investments for both single-family and multi-family housing projects. Over the last 12 months, City Council waived development fees for single-family and multi-family projects totaling almost \$3.2 million and backfilled \$532,099. A request was made by City Council to discuss the City's policy around affordable housing. The materials presented included information about the need for affordable housing, fee waivers and other forms of City funding granted for projects, and the number of housing units that have resulted from the funding. Discussion ensued about whether or not a budget should be designated for affordable housing activities. Council directed staff to research our current policies with the Housing Authority, Habitat for Humanity and developers to find out what works and doesn't work; create a budget proposal; follow up on our largest affordable housing project; and then look at code revisions in the way we offer fee waivers. Council thanked the representatives and staff for the presentation.

2. FINANCE (presenter: Marc Kahn, 60 min)
BUDGETING ORIENTATION

City Manager, Bill Cahill introduced this item to Council. Finance Director, Brent Worthington and Budget Manager, Marc Kahn presented a preliminary review of the 2016 budget development process, including staff recommendations regarding the possible phased elimination of the 3% sales tax on food for home consumption; and possible direction for 2017 and 2018. The presentation included staff recommendations for 2016 budget adjustments, options for incorporating the City's Priority Based Budgeting model in the budget development process; review of the TABOR Excess Reserve Fund Balances; and look ahead to 2017 and 2018. Discussion ensued. Council directed staff to continue to make strong and clear recommendations from the analysis and ideas that will be brought forward for further discussion.

ADJOURNMENT

With no more business to come before this Council, Mayor Gutierrez adjourned the April 14, 2015 Study Session at 9:58 p.m.

Respectively Submitted,

Jeannie M. Weaver, Deputy City Clerk

Cecil A. Gutierrez, Mayor

The password to the public access wireless network (colquest) is **accesswifi**

The password to the public access wireless network (colquest) is **accesswifi**

2. **CITY MANAGER** (presenter: Bill Cahill)
APPOINTMENTS TO POLICE CITIZEN ADVISORY BOARD AND SENIOR ADVISORY BOARD

1. A Motion to Reappoint Erin Frisch, Pat Kistler, and John Tindall to Police Citizen Advisory Board, Each for a Term Effective until December 31, 2017, was approved.

2. A Motion to Appoint Mark Kirkpatrick as an Alternate Member on Police Citizen Advisory Board for a Term Effective until December 31, 2015, was approved.

3. A Motion to Appoint Kim Ferro to the Senior Advisory Board as the Representative for UCH Aspen Club/Senior Services for a Two-year Term Effective until April 21, 2017, was approved.

4. A Motion to Appoint Anne Brown to the Senior Advisory Board as the Representative for Loveland Senior Singles for a Two-year Term Effective until April 21, 2017, was approved.

This is an administrative action recommending the appointment of members to the Police Citizen Advisory Board and the Senior Advisory Board.

3. **WATER & POWER** (presenter: Jim Lees)
SUPPLEMENTAL APPROPRIATION FOR WATER TREATMENT PLANT

A Motion to Approve and Order Published on Second Reading an Ordinance Enacting a Supplemental Budget and Appropriation to the 2015 City of Loveland Budget to Correct the Splits of Funding for the Water Treatment Plant Expansion & the Water Transmission Line Replacement to Hwy 34, was approved.

This is an administrative action. According to engineering consultants and the Water Engineering staff, the Water Treatment Plant Expansion Project should be allocated as follows: 40% in the Water Fund and 60% in the Water SIF Fund. The Water Transmission Line Replacement to Hwy 34 Project should be allocated as follows: 50% in the Water Fund and 50% in the Water SIF Fund. Between funds rolled over from 2013 and supplemental appropriations done in 2014, the percentage split for the budget between the Water Fund and the Water SIF fund is off slightly for these two projects. This ordinance addresses these corrections. The total amount of the appropriations are \$506,200 funded by transfers between the funds. There is no net increase in the total budget for either of the two projects. This ordinance was unanimously approved on first reading by Council at the April 7, 2015 regular meeting.

4. **FINANCE** (presenter: Marc Kahn)
RE-APPROPRIATION FOR AIRPORT PROJECTS NOT COMPLETED IN 2014

A Motion to Approve and Order Published on Second Reading an Ordinance Enacting Re-Appropriation to the 2015 Ft. Collins-Loveland Municipal Airport Budget to Appropriate Funds for Projects Approved but not Completed in 2014, was approved.

This is an administrative action. The ordinance re-appropriates the remaining balance for capital and one-time projects previously approved in 2014. The total re-appropriation is \$1,678,700. The appropriation is funded by fund balance within the Airport Fund from grants previously received or to be drawn down and contributed from the two cities. This ordinance was unanimously approved on first reading by Council at the April 7, 2015 regular meeting.

5. **FINANCE** (presenter: Marc Kahn)
SUPPLEMENTAL APPROPRIATION FOR AIRPORT PROJECTS NOT ANTICIPATED AT THE TIME OF ADOPTION OF THE 2015 BUDGET

A Motion to Approve and Order Published on Second Reading an Ordinance Enacting a Supplemental Budget and Appropriation to the 2015 Ft. Collins-Loveland

Municipal Airport for Projects or Programs not Anticipated at the Time of Adoption for the 2015 Budget, was approved.

This is an administrative action. Since the adoption of the 2015 Budget, the Airport Utilities Master Plan has not been completed and the funds need to be rolled over. This ordinance appropriates \$18,902 to complete the project. The appropriation is funded by fund balance within the Airport Fund from grants previously received or to be drawn down and contributed from the two cities. This ordinance was approved unanimously on first reading by Council at the April 7, 2015 regular meeting.

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

**6. FINANCE (presenter: Marc Kahn)
RE-APPROPRIATION FOR LURA FOR PROJECTS APPROVED BUT NOT COMPLETED IN 2014**

A Motion to Approve and Order Published on Second Reading an Ordinance Enacting a Supplemental Budget and the Re-Appropriation to the Loveland Urban Renewal Authority Budget of the Façade Grant Program Approved in 2014 but not Complete, was approved.

This is an administrative action. Reserves in the amount of \$60,190 are reappropriated for the Façade Grant Program. Fund balance created as a result of the projects not being completed fund the ordinance. This ordinance was approved unanimously on first reading by Council at the April 7, 2015 regular meeting.

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

**7. FINANCE (presenter: Marc Kahn)
RE-APPROPRIATION FOR CITY PROJECTS APPROVED BUT NOT COMPLETED IN 2014**

A Motion to Approve and Order Published on Second Reading an Ordinance Enacting a Supplemental Budget and Appropriation to the 2015 City of Loveland Budget to Reappropriate Remaining Funds for Projects Approved but not Completed in 2014, was approved.

This is an administrative action. The ordinance re-appropriates funding approved in 2014 for capital, one-time projects and equipment not completed or received prior to the end of the fiscal year. The net expenditures (total expense less transfers) included in the ordinance is \$62,511,054. The projects or programs in the ordinance were funded in 2014. Funding for these is available since the appropriations that did not occur became fund balance at the end of 2014. The appropriation of these projects, do not have an impact on the 2015 budget since the assumption in developing the 2015 budget was that these funds would be spent by the end of 2014. This ordinance was approved unanimously on first reading by Council at the April 7, 2015 regular meeting.

**8. FINANCE (presenter: Marc Kahn)
SUPPLEMENTAL APPROPRIATION FOR CITY PROJECTS NOT ANTICIPATED AT ADOPTION OF THE 2015 BUDGET**

A Motion to Approve and Order Published on Second Reading an Ordinance Enacting a Supplemental Budget and Appropriation to the 2015 City of Loveland Budget for Projects or Programs not Anticipated at the Time of Adoption for the 2015 Budget, was approved.

This is an administrative action. Since the adoption of the 2015 Budget, several issues have emerged that require increased appropriations. This ordinance addresses those

issues. The total amount of appropriation is \$719,728 funded primarily by available fund balance. Nearly all of the appropriation is funded by fund balance reducing the flexibility to fund future projects. This ordinance was approved unanimously on first reading by Council at the April 7, 2015 regular meeting.

9. WATER & POWER (presenter: Roger Berg)
IGA AND WATER METER VAULT AT BOYD LAKE AVENUE AND HWY 34

A Motion to Approve a Resolution #R-27-2015 Approving an Intergovernmental Agreement Between the City of Loveland, Centerra Metropolitan District No. 1, and Little Thompson Water District Concerning the Relocation of a Water Meter Vault with Associated Connections and a Fire Hydrant from the Intersection of Boyd Lake Avenue and U.S. Highway 34 to Facilitate Intersection Improvements, was approved.

This is an administrative action. This is a proposed IGA with Centerra Metropolitan District No. 1 (Metro District) and Little Thompson Water District related to relocating the meter vault and fire hydrant at Boyd Lake Avenue and U.S. Highway 34. The work is required to accommodate intersection improvements that are scheduled to be completed this summer. The City will enter into and administer the construction contract (estimated at \$250,000), and the Metro District will reimburse the City for all costs except some minor sewer work totaling about \$3,000. The Metro District is obligated to fund this work pursuant to a 2014 Development Agreement. This project is scheduled to be completed in May 2015. The net impact to the City will be an expense of approximately \$3,000, funds have been appropriated and are available in the 2015 Water and Power budget.

10. FINANCE (presenter: Brent Worthington)
FINANCIAL REPORT FOR FEBRUARY 2015

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 February 28, 2015.

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.

None

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

11. CITY MANAGER (presenter: Bill Cahill)
YOUTH ADVISORY COMMISSION NLC REPORT
Youth Advisory Commission Presentation to Council about the National League Of Cities Conference

This is an information only item. The City Council funded 12 Youth Advisory Commissioners and 2 chaperones attending the National League of Cities conference in Washington, DC from March 7 – March 11, 2015. YAC members, Eli Solt; Payton Buhler, Billie Anna Runions; and Loren Scalise thanked Council for the opportunity to attend NLC in Washington D.C. Council Clark will become the alternate liaison and Councilor Farley will serve as liaison until November.

12. HUMAN RESOURCES (presenter: Julia Holland)

APPOINTMENT OF PRESIDING MUNICIPAL JUDGE

Councilor Shaffer moved that City Council go into executive session for the purposes of hearing from the municipal judge with regard to personnel matters concerning terms of employment and determining positions with regard to matters that may be subject to employment agreement with a municipal judge as authorized by the following sections of the Colorado Revised Statutes and the City of Loveland Charter: Personnel matters to include statements from the municipal judge concerning terms of employment, including potential rate of pay and hours to be worked in the position of Presiding Municipal Judge and authorized by C.R.S § 24-6-402(4)(f) and Charter Section 4-4(c)(5); and Since these personnel matters will be the subject of future negotiations, to determine negotiation positions, develop 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 necessary to receive legal advice from the City Attorney's Office as authorized by C.R.S. § 24-6-4025 (4)(b) and Charter Section 4-47(c)(3) at 7:17 p.m. The motion seconded by Councilor Farley carried with all councilors present voting in favor thereof. This is an administrative action to appoint Ms. Joneson based on the recruitment process and to authorize the Mayor to execute an employment contract consistent with direction provided to negotiators.

Council reconvened at 11:14 p.m.

Councilor Shaffer moved to appoint Gerellen Joneson as the Loveland Presiding Municipal Judge and approve the employment agreement and to authorize the Mayor to execute an employment agreement with Ms. Joneson.

13. ECONOMIC DEVELOPMENT (presenter: Mike Scholl)
BRIEFING ON DOWNTOWN SOUTH CATALYST PROJECT WITH POSSIBLE EXECUTIVE SESSION

Councilor Shaffer moved that City Council go into executive session to discuss 1) the City's acquisition of real property in Downtown Loveland for the South Catalyst Project and related negotiations with the potential developer The Michaels Corporation; and 2) negotiations with Larimer County concerning a potential agreement for the disposal and redevelopment of a portion of said real property, both as authorized by the following sections of the Colorado Open Meetings Law and the city charter; The acquisition or disposal of real property as authorized by C.R.S. § 24-6-402(4)(a) and by City Charter Section 4-4(c)(2) since, in the judgement of Council, premature disclosure of information might give any person an unfair competitive or bargaining advantage; and Since the acquisition, disposal, and development of such real property is a matter that is subject to negotiations, to develop the City's negotiation positions and strategies, and to instruct the City's negotiations concerning those positions and strategies 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 7:20 p.m. The motion seconded by Councilor Farley, carried the all councilors present voting in favor thereof.

This is an information item only. The City of Loveland has been working to acquire property in a two block area in Downtown Loveland for the purposes of facilitating a redevelopment project in partnership with the Michaels Development Company and Larimer County. This session will update the public on the status of the project and discuss ongoing negotiations with the remaining property owners. City Council may call an executive session.

Council reconvened at 11:14 p.m.

Business Manager, Mike Scholl gave Council an update of the project.

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.

Clark Announced a survey that discussed funds for the North I-25 expansion.

Krenning Asked for a follow up regarding the “mini bonds” question he brought up at a past meeting; Would like and update on the Lawsuit regarding Sprouts. Staff will keep Council informed; Expressed concern with Evergreen Development regarding their request for funds from Ft. Collins just north of Loveland.

CITY MANAGER REPORT

None

CITY ATTORNEY REPORT

None

ADJOURN

Hearing no more matters, before this Council, Mayor Gutierrez adjourned the April 7, 2015 at 11:42 a.m.

Respectfully Submitted,

Teresa G. Andrews, 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: 5/5/2015
TO: City Council
FROM: City Manager's Office
PRESENTER: Bill Cahill, City Manager

TITLE: A Resolution Appointing Members Of The Loveland Downtown Development Authority Board

RECOMMENDED CITY COUNCIL ACTION:

Adopt the Resolution

OPTIONS:

1. Adopt the resolution
2. Deny the resolution

SUMMARY:

This is an administrative item recommending the appointment of members to the Loveland Downtown Development Authority Board.

BUDGET IMPACT:

- ☐ Positive
☐ Negative
☒ Neutral or negligible

BACKGROUND:

On February 10, 2015 an election was held to determine if downtown residents, property owners, business operators and other eligible persons supported the formation of a Downtown Development Authority. The voters approved the establishment of such an entity. At the March 17, 2015 meeting, City Council unanimously approved an ordinance on first reading to establish the Downtown Development Authority and approved the Resolution establishing a DDA Board of 7 members and appointing Councilor John Fogle to the DDA Board. At the April 7, 2015 meeting, City Council unanimously approved the ordinance on second reading.

Interviews were held with all DDA applicants who met qualifications under C.R.S. §31-25-806. The interview committee consisted of Councilor John Fogle, Betsey Hale, Economic Development Director and Harry Devereaux, Loveland Downtown Partnership.

The composition of the Board as finally appointed must also meet the test in C.R.S. §31-25-805(1) which requires that “a majority of the members appointed shall reside or own property in” the district. “Business Lessees” are also qualified under C.R.S. 31-25-806. The recommended applicants qualify as follows:

<u>Name</u>	<u>Qualification</u>	<u>Expiration of Term</u>
Sharon Cook	Designated representative of Business Lessee (C3 Real Estate Solutions)	June 30, 2016
Joe Goacher	Officer of Property Owner (Alliance Auto Care, Inc.)	June 30, 2016
Clay Caldwell	Business Lessee	June 30, 2017
Dionne Liggett	Officer of Property Owner (Estate Builder Ventures, Inc.)	June 30, 2017
Cmmr. Tom Donnelly	Designated Representative of Property Owner (Larimer County)	June 30, 2018
Doug Rutledge	Officer of Property Owner (MoCa, LLC)	June 30, 2018

Board members were assigned to terms, by the interview committee, in accordance with C.R.S. §31-25-805. After the terms of the initial board members have expired, the terms will be four years, except for the member of the governing body who is appointed.

On April 17, 2015 the Loveland Downtown Partnership provided a letter recommending Doug Rutledge as the LDP representative to the Downtown Development Authority Board.

On April 21, 2015 the Larimer County Commissioners provided a letter recommending Commissioner Tom Donnelly as the County representative to the Downtown Development Authority Board. Commissioner Donnelly’s current term as County Commissioner expires in 2016.

REVIEWED BY CITY MANAGER:



LIST OF ATTACHMENTS:

1. Resolution

RESOLUTION #R-_____

**A RESOLUTION APPOINTING MEMBERS OF THE LOVELAND
DOWNTOWN DEVELOPMENT AUTHORITY BOARD**

WHEREAS, by Ordinance No. 5906, approved on second reading by the City Council of the City of Loveland, Colorado (“City Council”) on December 2, 2014, City Council determined to establish a downtown development authority, pursuant to Title 31, Article 25, Part 8, Colorado Revised Statutes, as amended, (the “DDA Act”) and to submit the question to a vote of the qualified electors within the central business district and downtown; and

WHEREAS, pursuant to the DDA Act at C.R.S. §31-25-804, as amended, and Ordinance 5906, the question of establishing a downtown development authority was submitted to and approved by a majority of the qualified electors at a special election held on Tuesday, February 10, 2015; and,

WHEREAS, pursuant to Ordinance No. 5927, approved on second reading by the City Council on April 7, 2015, the Loveland Downtown Development Authority (the “DDA”) was established in accordance with the DDA Act and the boundaries of the DDA (the “District”) were established; and

WHEREAS, pursuant to the DDA Act at CRS §31-25-805 and by adoption of Resolution #R-26-2015, City Council established a board to supervise and control the DDA (“DDA Board”) consisting of seven (7) members to be appointed by City Council, including one (1) City Council member and six (6) members meeting the qualifications set forth in the DDA Act at CRS §31-25-806; and

WHEREAS, by adoption of Resolution #R-26-2015 City Council also appointed City Council member John Fogle to serve at the pleasure of the Council as a member of the DDA Board and determined that so long as Larimer County owns real property within the boundaries of the District as set forth in Ordinance 5906, one of the remaining six (6) members of the DDA Board shall be a Larimer County Commissioner selected by the Larimer County Commissioners and recommended to the City Council to serve in such capacity; and

WHEREAS, Council desires to appoint the remaining six (6) members of the DDA Board with members meeting the qualifications set forth in CRS §31-25-806.

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

Section 1. That the City Council hereby appoints the following residents, business lessees or owners of real property within the District as members of the DDA Board for the terms set forth below:

<u>Name</u>	<u>Expiration of Term</u>
Sharon Cook	June 30, 2016
Joe Goacher	June 30, 2016
Clay Caldwell	June 30, 2017
Dionne Liggett	June 30, 2017
Tom Donnelly, Larimer County Commissioner	June 30, 2018
Doug Rutledge	June 30, 2018

Section 2. That City staff shall call an initial organizational meeting of the DDA Board and the City Clerk shall post notice of such meeting in the same manner as other City meetings.

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

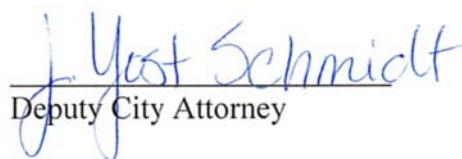
ADOPTED this 5th day of May, 2015.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:


Deputy City Attorney



CITY OF LOVELAND

BUDGET OFFICE

Civic Center • 500 East Third • Loveland, Colorado 80537
(970) 962-2329 • FAX (970) 962-2901 • TDD (970) 962-2620

AGENDA ITEM: 3
MEETING DATE: 5/5/2015
TO: City Council
FROM: Brent Worthington, Finance Department
PRESENTER: Marc Kahn, Budget Manager

TITLE:

An ordinance on first reading enacting a supplemental budget and appropriation to the 2015 Loveland Urban Renewal Authority budget for interest payments not anticipated at the time of adoption for the 2015 budget.

RECOMMENDED CITY COUNCIL ACTION:

Adjourn into the Loveland Urban Renewal Authority and conduct a public hearing and approve the ordinance on first reading. Adjourn into the Loveland City Council.

OPTIONS:

1. Adopt the action as recommended
2. Deny the action. If the action is denied the requested appropriation will remain as unappropriated fund balance.
3. Adopt a modified action (specify in the motion)
4. Refer back to staff for further development and consideration. If the requested appropriation is referred back to staff, the projects under consideration will be delayed until they are appropriated by Council.
5. Adopt a motion continuing the item to a future Council meeting. If the requested appropriation is delayed until a future Council meeting, the projects under consideration will be delayed until they are appropriated by Council.

SUMMARY:

This is an administrative action. In 2013, City Council approved an interfund loan of \$1,500,000 from the Recreation CEF Fund, Library CEF Fund, and the General Government CEF Fund to the Loveland Urban Renewal Authority to help fund a mixed-use building in the downtown area (the Gallery Flats project). The principal payments were included in the 2015 Budget, but the interest payments were not. The ordinance authorizes repayment into the identified CEF funds to increase the appropriation to include the interest payment on the loan. This is repayment to the City from the URA. The total amount of the appropriation is \$45,960 funded by available fund balance.

BUDGET IMPACT:

☐ Positive

☐ Negative

☒ Neutral or negligible

The appropriation is funded by fund balance within the Loveland Urban Renewal Authority Fund.

BACKGROUND:

The ordinance provides appropriations for the following project.

- \$45,960 – Interest Payments.
-

REVIEWED BY CITY MANAGER:



LIST OF ATTACHMENTS:

Ordinance

FIRST READING May 5, 2015

SECOND READING _____

ORDINANCE NO. _____

AN ORDINANCE ENACTING A SUPPLEMENTAL BUDGET AND APPROPRIATION TO THE 2015 LOVELAND URBAN RENEWAL AUTHORITY BUDGET FOR PROJECTS OR PROGRAMS NOT ANTICIPATED AT THE TIME OF ADOPTION FOR THE 2015 BUDGET

WHEREAS, the Authority budget has reserved funds not anticipated or appropriated at the time of the adoption of the Authority budget for 2015; and

WHEREAS, the City Council, acting as the Board of Commissioners of the Loveland Urban Renewal Authority, desires to authorize the expenditure of these funds by enacting a supplemental budget and appropriation to the Authority 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, acting as the Board of Commissioners of the Loveland Urban Renewal Authority:

Section 1. That reserves in the amount of \$45,960 from fund balance in the Loveland Urban Renewal Authority Fund 603 are available for appropriation. Revenues in the total amount of \$45,960 are hereby re-appropriated for interest payments and funds that shall be spending the monies supplementally budgeted and appropriated are as follows:

**Supplemental Budget
Recreation Capital Expansion Fee Fund 261**

Revenues

261-00-000-0000-35470	Interest on Loans	11,031
-----------------------	-------------------	--------

Total Revenue		11,031
----------------------	--	---------------

Appropriations

Total Appropriations		-
-----------------------------	--	----------

**Supplemental Budget
Library Capital Expansion Fee Fund 266**

Revenues

266-00-000-0000-35470	Interest on Loans	7,813
-----------------------	-------------------	-------

Total Revenue		7,813
----------------------	--	--------------

Appropriations

Total Appropriations		-
-----------------------------	--	----------

**Supplemental Budget
General Government Capital Expansion Fee Fund 268**

Revenues

268-00-000-0000-35470	Interest on Loans	27,116
-----------------------	-------------------	--------

Total Revenue		27,116
----------------------	--	---------------

Appropriations

Total Appropriations		-
-----------------------------	--	----------

**Supplemental Budget
Loveland Urban Renewal (LURA) Fund 603**

Revenues

Fund Balance		45,960
--------------	--	--------

Total Revenue		45,960
----------------------	--	---------------

Appropriations

603-80-871-0000-46220	Interest Payments	45,960
-----------------------	-------------------	--------

Total Appropriations		45,960
-----------------------------	--	---------------

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.

Section 3. That 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 April, 2015.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk



CITY OF LOVELAND
 CULTURAL SERVICES DEPARTMENT/RIALTO THEATER
 228 East Fourth Street • Loveland, Colorado 80537
 (970) 962-2120 • FAX (970) 962-2422 • TDD (970) 962-2620

AGENDA ITEM: 4
MEETING DATE: 5/5/2015
TO: City Council
FROM: Cultural Services Department
PRESENTER: Susan Ison, Cultural Services Director

TITLE:

An Ordinance Enacting A Supplemental Budget And Appropriation To The 2015 City Of Loveland Budget For Foote Lagoon Concerts, Strings In The Gallery Program, and Artsteps

RECOMMENDED CITY COUNCIL ACTION:

Conduct a Public Hearing and adopt the ordinance on first reading.

SUMMARY:

This is an administrative action. Donations were received for the following programs presented by the Cultural Services Department:

- \$20,000 from Kaiser Permanente for the 2015 Foote Lagoon Concert Series
- \$2,200 from the Erion Foundation to support four performances by string quartets in the main art gallery.
- \$1,000 from the Erion Foundation to support the Museum/Thompson School District ArtSteps residency program for students.

BUDGET IMPACT:

☒ Positive

☐ Negative

☐ Neutral or negligible

These programs would not be possible without the support of the donors.

BACKGROUND:

The three programs listed in the Summary would not be possible without support from Kaiser Permanente and the Erion Foundation. We are grateful to them for providing the resources for us to offer amenities to the citizens of Loveland. The three programs have attendance in excess of 10,000 people.

Appropriations are made to recognize these new revenues as well as their intended expenses.

REVIEWED BY CITY MANAGER:



LIST OF ATTACHMENTS:

Ordinance

FIRST READING May 5, 2015

SECOND READING _____

ORDINANCE NO. _____

AN ORDINANCE ENACTING A SUPPLEMENTAL BUDGET AND APPROPRIATION TO THE 2015 CITY OF LOVELAND BUDGET FOR FOOTE LAGOON CONCERTS, STRINGS IN THE GALLERY, AND ARTSTEPS.

WHEREAS, the City has received funds not anticipated or appropriated at the time of the adoption of the 2015 City budget for Foote Lagoon Concerts, Strings in the Gallery, and ArtSteps; and

WHEREAS, the City Council desires to authorize the expenditure of these funds by enacting a supplemental budget and appropriation to the 2015 City budget for Foote Lagoon Concerts, Strings in the Gallery, and ArtSteps, as authorized by Section 11-6(a) of the Loveland City Charter.

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

Section 1. That revenues in the amount of \$20,000 from Kaiser Permanente and revenues in the amount of \$3,200 from Erion Foundation in the General Fund are available for appropriation. Revenues in the total amount of \$23,200 are hereby appropriated for Foote Lagoon Concerts, Strings in the Gallery, and ArtSteps. The spending agencies and funds that shall be spending the monies supplementally budgeted and appropriated are as follows:

**Supplemental Budget
General Fund 100**

Revenues

100-52-730-0000-35305	Gifts/Donations	20,000
100-52-720-0000-35305	Gifts/Donations	3,200

Total Revenue **23,200**

Appropriations

100-52-730-0000-43089	Artist Fees	20,000
100-52-720-0000-43450	Professional Services	2,200
100-52-720-8001-42078	Supplies For Programs Or Resale	1,000

Total Appropriations **23,200**

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 ____, 2015.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

Approved as to form:



Teresa Ablao
Assistant City Attorney



CITY OF LOVELAND
 CULTURAL SERVICES DEPARTMENT/RIALTO THEATER
 228 East Fourth Street • Loveland, Colorado 80537
 (970) 962-2120 • FAX (970) 962-2422 • TDD (970) 962-2620

AGENDA ITEM: 5
MEETING DATE: 5/5/2015
TO: City Council
FROM: Susan Ison, Cultural Services Department
PRESENTER: Susan Ison, Cultural Services Director

TITLE:

A Resolution Amending The 2015 Schedule Of Rates, Charges And Fees For City Services, Other Than Services Provided By The Water And Power Department And The Stormwater Enterprise With Respect Only To The Rialto Theater And Museum Membership Fees

RECOMMENDED CITY COUNCIL ACTION:

Approve the Resolution

OPTIONS:

- 1) Approve the resolution. Upon approval the fees would take effect upon adoption by Council.
- 2) Deny the resolution or take no action. The current fees would continue in effect and there would be no membership fee created for the Rialto Theatre.
- 3) Refer the resolution back to Staff for revisions. Upon Council direction, Staff would bring back a revised resolution for consideration at a later date.

SUMMARY:

This is an administrative action. This resolution amends the 2015 Schedule of Rates, Fees and Charges with three revisions: 1) Existing Loveland Museum/Gallery membership fees, including replacing the "Individual plus one" to a "Dual" membership and creating a "Supporter" level; and 2) Creates multiple Rialto Theater Center and joint memberships; and 3) Sets fees for the new membership levels.

BUDGET IMPACT:

☒ Positive

☐ Negative

☐ Neutral or negligible

Membership programs are opportunities for users to support the theater and the museum.

BACKGROUND:

Membership programs are used by numerous organizations to offer an opportunity to support a favorite organization and for frequent users to receive benefits for their repeat attendance.

Membership encourages engagement through special members-only events and other benefits, depending on the membership levels. Examples are ticket or admission discounts, free tickets, 2 for 1 coupons, Bring a Friend coupons, and first notification of events.

The Resolution proposes:

- Replacing the Museum **Individual plus one** membership with **Dual** membership. **Dual** membership will require two named members.
- Adding a **Supporter** membership. We found that the membership level gap was too large, jumping from **Family** membership (\$65) to **Contributor** membership (\$250). **Supporter** (\$100) offers an intermediate price.
- Adding Rialto membership levels: **Individual Student/Senior** (\$25); **Spotlight Member** (\$45); **Family Lights** (\$95); **Theater Donor** (\$250); and **Take-A-Seat Sponsor** (\$500).
- Adding an **Arts Advocate** membership (\$150): joint members at Rialto **Family Lights** level and Museum **Supporter** level.

REVIEWED BY CITY MANAGER:



LIST OF ATTACHMENTS:

1. Resolution
2. 2015 Fee Schedule
3. Proposed Fees (Redlined)

RESOLUTION # R- -2015

A RESOLUTION AMENDING THE 2015 SCHEDULE OF RATES, CHARGES AND FEES FOR CITY SERVICES, OTHER THAN SERVICES PROVIDED BY THE WATER AND POWER DEPARTMENT AND THE STORMWATER ENTERPRISE WITH RESPECT ONLY TO THE RIALTO THEATER AND MUSEUM MEMBERSHIP FEES

WHEREAS, on October 7, 2014, City Council adopted Resolution #R-68-2014 setting the rates, charges and fees for services provided by the City of Loveland (the “City”), other than fees imposed for services of the Water and Power Department and Storm Water Enterprise, for calendar year 2015; and

WHEREAS, Council approved changes to the Cultural Services Department rates, charges and fees on February 3, 2015 Resolution # R-14-2015, and approved additional amendments to those rates, charges and fees as reflected in Resolution # R 20-2015; and

WHEREAS, Cultural Services staff recommends that the fee structure for membership levels relating to the Museum and the Rialto Theater be adopted to allow alternative membership levels to encourage patron engagement in the cultural services provided by the City; and

WHEREAS, this Resolution is intended to amend Resolution # R-14-2015 to modify the rates, charges, and fees for services provided by the Cultural Services Department with respect to membership fees.

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

Section 1. This Resolution amends the rates, charges, and fees for 2015 adopted by Resolution R#-14-2015 for Rialto Theater Center services and Resolution #R-68-2014 for all City services, other than services of the Water and Power Department and the Storm Water Enterprise, as set forth in Exhibit A, attached hereto and incorporated by reference.

Section 2. This Resolution shall take effect upon its adoption.

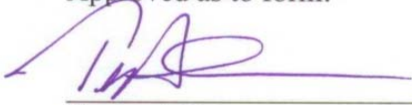
ADOPTED this _____ day of May, 2015.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

Approved as to form:

A handwritten signature in purple ink, appearing to be 'T. Ablao', written over a horizontal line.

Teresa Ablao
Assistant City Attorney

Exhibit A

City of Loveland, Colorado

Schedule of Rates, Charges and Fees By Department

Effective January 1, 2015

CITY OF LOVELAND
SCHEDULE OF RATES, CHARGES AND FEES FOR 2015

Description	2015 Fee
<u>CITY CLERK & COURT ADMINISTRATION DEPARTMENT</u>	
CITY CLERK	
<u>Liquor Occupational Tax:</u>	
"A" - Hotel/Restaurant/Brewpub	\$ 550.00
"B" - Tavern	\$ 670.00
"C" - Beer & Wine	\$ 300.00
"D" - Retail Store	\$ 670.00
"E" - Drug Store	\$ 670.00
"F" - Club	\$ 550.00
"G-1" - 3.2% On-Premises	\$ 300.00
"G-2" - 3.2% Off-Premises	\$ 550.00
"G-3" - 3.2% On/Off-Premises	\$ 550.00
"H" - Optional Premises	\$ 550.00
<u>Administrative Fees</u>	
Motion Picture Shows, per screen, per year	\$ 50.00
Skating Rink, per year	\$ 50.00
Miniature Golf, per year	\$ 25.00
Bowling Alley, per alley	\$ 10.00
Shooting Gallery, per alley	\$ 10.00
Billiard Tables, per table	\$ 50.00
Electronic Games, per game	\$ 20.00
Short Check Fee, per check	\$ 20.00
Copies, per copy	\$ 0.15
Vendor Permit Application, nonrefundable	\$ 25.00
Tree Trimmer License (new)	\$ 50.00
Tree Trimmer License (renewal)	\$ 25.00
Research Fee, per hour	\$ 30.00
CD, each	\$ 15.00
Reproduction of Published Materials	Acutal Cost
Shipping	Acutal Cost
Maps and Oversized Documents	Acutal Cost
<u>Sexually-Oriented Business:</u>	
New Business Application	\$ 500.00
New Business License, per year	\$ 50.00
License Renewal, per year	\$ 50.00
Manager's License, per year	\$ 25.00
Employee Registration Fee, per employee	\$ 5.00
<u>Liquor Licenses:</u>	
<u>Application Fees:</u>	
Application, any new license	\$ 1,000.00
Application, transfer of ownership	\$ 750.00
Renewal fee (not including fee for particular license, listed below)	\$ 100.00
<u>License Tyoe:</u>	
Arts License	\$ 41.25
Beer & Wine	\$ 48.75
Brew Pub	\$ 75.00

CITY OF LOVELAND
SCHEDULE OF RATES, CHARGES AND FEES FOR 2015

Description	2015 Fee
CITY CLERK (CONT'D)	
<u>License Type (cont'd):</u>	
Club	\$ 41.25
Hotel & Restaurant (w/ or w/out optional premises)	\$ 75.00
Liquor Licensed Drugstore	\$ 22.50
Optional Premises	\$ 75.00
Race Track	\$ 75.00
Resort Complex	\$ 75.00
Retail Gaming Tavern	\$ 75.00
Retail Liquor Store	\$ 22.50
Tavern	\$ 75.00
Vintner's Restaurant	\$ 75.00
<u>Related Fees & Permits:</u>	
Art Gallery, Application Fee	\$ 100.00
Art Gallery, Permit Fee	\$ 3.75
Change of Location	\$ 750.00
Change of Trade Name / Corporate Name / LLC Change (per person)	\$ 100.00
<i>May also include fees for background investigation.</i>	
Hotel / Tavern, Manager Registration	\$ 75.00
Late Renewal Fee	\$ 500.00
Bed & Breakfast Permit	\$ 25.00
Mini Bar Permit (With Hotel license, No OAP Contribution)	\$ 325.00
Special Event Permit (Liquor or 3.2%)	\$ 100.00
Temporary Transfer Permit	\$ 100.00
Tasting Permit (new)	\$ 150.00
Tasting Permit (renewal)	\$ 25.00
Modification of Premises	\$ 150.00
<u>Pawnbroker Licenses:</u>	
<u>Application Fees (non-refundable)</u>	
New License	\$ 400.00
Renewal	\$ 100.00
Criminal Investigation Process, separate payment	Actual Cost
Manager's Certificate, renewable every 3 years	\$ 100.00
Transfer License	\$ 400.00
Section 5.28.220 Business Relocation Application Fee	\$ 225.00
<u>License Fees:</u>	
Pawnshop License	\$ 100.00

CITY OF LOVELAND
SCHEDULE OF RATES, CHARGES AND FEES FOR 2015

Description	2015 Fee
-------------	----------

CULTURAL SERVICES

RIALTO THEATER

Standard Ticketed Event Rental Rates (12 noon to 12 midnight):

Monday - Thursday (per day)	\$ 350.00
Friday, Saturday, & Sunday (per day)	\$ 400.00
Rehearsal Rates (per hour, not to exceed maximum daily rental fee)	\$ 50.00

Non-Profit Ticketed Event Rental Rates (12 noon to 12 midnight):

Monday - Thursday (per day)	\$ 300.00
Friday, Saturday, & Sunday (per day)	\$ 330.00
Non-Profit Rehearsal Rates (per hour, not to exceed maximum daily rental rate)	\$ 40.00

Meeting/Non-Ticketed Event Rental Rates (One to four hours of use):

Monday - Thursday (up to 4 hours)	\$ 425.00
Friday, Saturday, & Sunday (up to 4 hours)	\$ 500.00

Meeting/Non-Ticketed Event Rental Rates (Five to ten hours of use):

Monday - Thursday (per day)	\$ 700.00
Friday, Saturday, & Sunday (per day)	\$ 900.00

Community Group Fee Rate:

(Applies to non-profit organizations presenting more than two performances of one show on consecutive dates)

22% of first \$5,000 gross house receipts and 5% of remaining gross house receipts, or a minimum fee rate of \$330.00 per performance day whichever is greater. Includes rehearsal dates (limit of 5 for a one-weekend show and 7 for a two-weekend show, with additional dates available at regular rates) and black out dates (limited to one week prior to opening). Seat fee, ticketing fee, and insurance fees (when required) apply. No additional technical charges apply.

Additional Rental Fees

Seat Fee (per ticket sold)	\$ 1.50
Ticketing Fee (per ticket sold)	\$ 0.20
Complimentary Ticket Fee (per ticket printed, first 30 are free)	\$ 0.20
CIRSA Insurance Coverage (when requested, per attendee)	\$ 0.30
Technical Fee (per hour, when Rialto systems are used during set-up, show & strike)	\$ 30.00
Projection Equipment Rental (per use)	\$ 60.00
Marley Dance Floor Rental (per installation)	\$ 60.00
Masonite Dance Floor Rental (per installation)	\$ 60.00
Intelligent Lighting Rental (per performance, Includes 1 hour staff programming time)	\$ 60.00
Additional Intelligent Lighting Programming Time (per hour)	\$ 30.00
Yamaha C7 Grand Piano (per day)	\$ 85.00
Piano Tuning (each, if requested, by Rialto tuner)	\$ 150.00
Covered 6' or 8' table (each, two provided free with rental)	\$ 10.00
Side of stage monitor package rental (per day)	\$ 200.00
Merchandise sales fee (of gross merchandise sold)	15%
Box Office Phone Transaction Fee (per transaction, paid by ticket purchaser)	\$ 4.00

****Non-refundable Deposit required to reserve date(s) equal to Base Rental Fee for one day****

CITY OF LOVELAND
SCHEDULE OF RATES, CHARGES AND FEES FOR 2015

Description	2015 Fee
RIALTO THEATER - EVENT SIDE	
<u>Devereaux/Hach Room:</u>	
Standard Rate:	
Rental up to 8 hours	\$ 250.00
Additional hourly rate	\$ 50.00
Non-Profit Rate:	
Rental up to 8 hours	\$ 100.00
Additional hourly rate	\$ 50.00
Building Tenant Rate:	
Rental up to 6 Hours:	\$ 175.00
City Department Use	
Rental up to 6 Hours	\$ 75.00
Deposit	\$ 400.00
<u>Phyllis Walbye Conference Room:</u>	
Standard Rate (up to 4 hours)	\$ 50.00
Additional Hourly Rate	\$ 50.00
Non-Profit Rate (use up to 4 hours)	\$ 30.00
Additional Hourly Rate	\$ 30.00
City Department Use (up to 4 hours)	\$ 30.00
Additional hourly rate	\$ 25.00
Deposit for Standard & Non-Profit Use	\$ 150.00
<u>Equipment & Service Fees for Room Rental:</u>	
<u>Rental Equipment:</u>	
Video Projector	\$ 50.00
Portable Sound System	\$ 100.00
Staging Platform (per 4' x 8' section)	\$ 25.00
Pipe & Drape (per 8' x 6' section)	\$ 25.00
Risers, per section	\$ 25.00
Large Podium	\$ 25.00
Portable Light Trees (pair)	\$ 100.00
<u>Linens:</u>	
Additional White Tablecloths (each)	\$ 6.00
<u>Coffee Service:</u>	
Coffee (service of 20 or 60 cups, per cup)	\$ 1.00
Hot Tea (service of 20 or 60 cups, per cup)	\$ 0.50
<u>Food Service Cleaning Fees:</u>	
Pre-packaged Snacks Brought in by Renter	\$ 25.00
Hors d' Oeuvre or Meal Service (up to 50 guests, includes prep room use)	\$ 50.00
Hors d' Oeuvre or Meal Service (51 to 150 guests, includes prep room use)	\$ 75.00
Hors d' Oeuvre or Meal Service (151+ guests, includes prep room use)	\$ 100.00
<u>Videoconference Service:</u>	
During Normal Operating Hours (per hour)	\$ 200.00
Outside of Normal Operating Hours (per hour)	\$ 300.00
<u>Security Deposit:</u>	
Room Deposit (refundable)	\$ 400.00

CITY OF LOVELAND
SCHEDULE OF RATES, CHARGES AND FEES FOR 2015

Description	2015 Fee
LOVELAND MUSEUM/GALLERY	
<u>Facility Use Fees:</u>	
For-Profit, per hour	\$ 50.00
Non-Profit, per hour	\$ 30.00
Facility Attendant, per hour	\$ 25.00
Damage Deposit	\$ 100.00
Cancellation, less than 7 business days in advance	\$ 35.00
All-Facility Rental, first two hours (For-Profit rate)	\$ 500.00
All-Facility Rental, first two hours (Non-Profit rate)	\$ 350.00
Each hour thereafter, per hour (all renters)	\$ 75.00
Lone Tree School, per day	\$ 65.00
<u>Museum Membership:</u>	
Individual	\$ 30.00
Senior/Student	\$ 20.00
Dual	\$ 45.00
Family	\$ 65.00
Supporter	\$ 100.00
Contributor	\$ 250.00
Patron	\$ 500.00
Benefactor	\$ 1,000.00
<u>Rialto Membership</u>	
Individual Student/Senior	\$ 25.00
Spotlight Member	\$ 45.00
Family Lights	\$ 95.00
Theater Donor	\$ 250.00
Take-A-Seat Sponsor	\$ 500.00
<u>Combined Membership</u>	
Arts Advocate (Rialto Family Lights & Museum Supporter)	\$ 150.00
<u>Main Gallery Exhibit Admission:</u>	
Individual	\$ 5.00
Group, per person	\$ 3.00
* Admission fees may be waived during community events or based on group membership.	
<u>Workshops, Classes, & Lectures:</u>	
Workshop/Class/Lecture Fees/Special Programs, per event (vary by type, length, instructor cost)	\$20.00-\$250.00
Drop-in Workshop/Class Fees, per hour	\$6.00-\$10.00
<u>Reproduction of Photographs:</u>	
Digital Copy on CD	\$ 16.00
Digital Copy on CD, without scan	\$ 27.00
5x7, With Scan	\$ 19.00
5x7, Without Scan	\$ 30.00
8x10, With Scan	\$ 22.00
8x10, Without Scan	\$ 32.00
11x14, With Scan	\$ 30.00
11x14, Without Scan	\$ 41.00
16x20 With Scan	\$ 39.00
16x20, Without Scan	\$ 50.00
20x24, With Scan	\$ 51.00
20x24, Without Scan	\$ 63.00
30x40, With Scan	\$ 63.00
30x40, Without Scan	\$ 73.00
Larger sizes, additional per foot	\$ 17.00

CITY OF LOVELAND
SCHEDULE OF RATES, CHARGES AND FEES FOR 2015

Description	2015 Fee
PLANNING	
<u>Planning Filing Fees:</u>	
Conceptual Master Plan	
Major Amendment Fee	\$ 500.00
Minor Amendment Fee	\$ 300.00
Preliminary Design Review Application	\$ 500.00
Major Home Occupation Fee	\$ 50.00
Traffic Impact Study (TIS) Memorandum	\$ 150.00
Intermediate/Full TIS	\$ 360.00
Site Development Plan	\$ 100.00
Environmentally Sensitive Areas Report	\$ 200.00
Administrative Variations	\$ 60.00
Zoning Verification Letter	\$ 60.00
Major Amendment to GPD/PDP	\$ 750.00
PUD Minor Amendment	\$ 300.00
Appeal to Planning Commission	\$ 300.00
Appeal to City Council	\$ 180.00
Development and Annexation Agreements	\$ 300.00
Revisions development and annexation agreements	\$ 150.00
Planned Sign Program	\$ 300.00
Civil Improvement Construction Plans, per sheet	\$ 20.00
Revisions to approved Civil Improvement Construction Plans, per sheet	\$ 20.00
Annexation & PUD Zoning	\$ 1,217.00
Plus, for up to 400 acres, per acre	\$ 53.50
Plus, above of 400 acres, per acre	\$ 4.55
Annexation & Zoning, other than PUD - result ion to amend fee to \$1,217.00	\$ 1,217.00
Plus, for up to 400 acres, per acre	\$ 38.00
Plus, above 400 acres, per acre	\$ 3.05
Annexation Publication and Recording Fee	\$ 2,282.00
PUD General Development plan	\$ 1,217.00
Plus, up to 1,200 acres, per acre	\$ 15.25
Plus, above 1,200 acres, per acre	\$ 4.55
PUD Preliminary Development plan	\$ 1,217.00
Plus, per dwelling unit (residential) or per acre (commercial)	\$ 3.05
PUD Final Development Plan	\$ 1,217.00
Plus, per dwelling unit (residential) or per acre (commercial)	\$ 3.05
Major Subdivision - Preliminary plat	\$ 913.00
Plus, per dwelling unit (residential) or per acre (commercial)	\$ 7.59
Major Subdivision - Final plat	\$ 1,065.00
Plus, per lot (residential) or per acre (commercial)	\$ 7.59
Minor Subdivision	\$ 457.00
Boundary Line Adjustment and Lot Mergers	\$ 264.00
Special Review	\$ 760.00
Special Review, minor modification	\$ 229.00
Rezoning	\$ 760.00
Vacation Request	\$ 305.00

CITY OF LOVELAND
SCHEDULE OF RATES, CHARGES AND FEES FOR 2015

Description	2015 Fee
PLANNING (CONT'D)	
Variance Request	\$ 229.00
Vested Rights Request	\$ 153.00
Oil and Gas Facility, Planning Commission review process	\$ 4,370.00
Oil and Gas Facility, administrative review process	\$ 1,738.00
<u>Planning Filing Fees (cont'd)</u>	
Plan Submittal In Excess of 3 Rounds, percentage of original fee	50%
(These fees cover a project's initial submittal and two additional rounds of review. If a project needs more than a total of three rounds of review, the next submittal (or fourth round) and all subsequent resubmittals will require an application fee of 50% of the original fee with each resubmittal.)	
BUILDING	
<u>Building Permit Fees:</u>	
Valuation:**	
\$1 to \$500	\$ 23.50
\$501 to \$2,000, for first \$500	\$ 23.50
Plus, for each additional \$100 or fraction thereof	\$ 3.05
\$2,001 to \$25,000, for first \$2,000	\$ 69.25
Plus, for each additional \$1,000 or fraction thereof	\$ 14.00
\$25,001 to \$50,000, for first \$25,000	\$ 391.75
Plus, for each additional \$1,000 or fraction thereof	\$ 10.10
\$50,001 to \$100,000, for first \$50,000	\$ 643.75
Plus, for each additional \$1,000 or fraction thereof	\$ 7.00
\$100,001 to \$500,000, for first \$100,000	\$ 993.75
Plus, for each additional \$1,000 or fraction thereof	\$ 5.60
\$500,001 to \$1,000,000, for first \$500,000	\$ 3,233.75
Plus, for each additional \$1,000 or fraction thereof	\$ 4.75
\$1,000,001 and up, for first \$1,000,000	\$ 5,608.75
Plus, for each additional \$1,000 or fraction thereof	\$ 3.65
Residential Plan Review Fee, percentage of Building Permit Fee	65%
Commercial Plan Review Fee, percentage of Building Permit Fee	65%
Re-Inspection Fee, per hour*	\$ 47.00
Inspections, outside of normal business hours, per hour*	\$ 47.00
(minimum charge, 2 hours)	\$ 47.00
Inspection, for which no fee is specifically indicated*	
(minimum charge, ½ hour)	\$ 47.00
Additional Plan Review required by changes, additions or revisions to approved plans*	\$ 30.00
per hour, (minimum charge, 1 hour)	\$ 47.00
Site Plan Review (or Revision) for Residential Standard Plan Submittals, each	\$ 30.00
Review of Deferred Submittals (submitted after initial plan review), per hour, per submittal	\$ 47.00
Occupancy Permit (except single-family R-3 and their accessory uses),	
per building or "shell"	\$ 50.00
Additional for each non-residential improvement	\$ 50.00
Temporary, Partial or Conditional Certificate of Occupancy	\$ 100.00
<u>Mechanical Permit Fees:</u>	
Valuation:**	Same as Building Permit Fees

CITY OF LOVELAND
SCHEDULE OF RATES, CHARGES AND FEES FOR 2015

Description	2015 Fee
BUILDING (CONT'D)	
<u>Plumbing Permit Fees:</u>	
Valuation:**	Same as Building Permit Fees
<u>Electrical Permit Fees:</u>	
Valuation:**	Same as Building Permit Fees
<u>Contractor Licensing:</u>	
Class A, B and C	\$ 125.00
Mechanical and Other Licenses	\$ 125.00
Plumbing & Electrical	No Charge
<u>Water and Engineering Inspection Fees (Streets & Storm Drainage):</u>	
For fees related to Street Inspections, see the Public Works Department section	
For fees related to Storm Drainage Inspections, see the Schedule of Rates, Charges and Fees for 2009 for the Storm Water Utility, (a separate document).	
<u>Plat Conversion Service:</u>	
Preliminary Major Subdivision Plat Base Fee	\$ 40.00
Plus, per parcel	\$ 2.00
Final Major Subdivision Plat Base Fee	\$ 40.00
Plus, per parcel	\$ 2.00
Final Minor Subdivision Plat	\$ 20.00
Final Annexation Map	\$ 20.00
Boundary Line Adjustment Plat	\$ 20.00
Lot Merger Plat	\$ 20.00
<u>Grading Plan Review Fees:</u>	
50 Cubic Yards or Less	No Fee
51 to 100 Cubic Yards	\$ 23.50
101 to 1,000 Cubic Yards	\$ 37.00
1,001 to 10,000 Cubic Yards	\$ 49.25
10,001 to 100,000 Cubic Yards, for first 10,000	\$ 49.25
Plus, for each additional 10,000 or fraction thereof	\$ 24.50
100,001 to 200,000 Cubic Yards, for first 100,000	\$ 269.75
Plus, for each additional 10,000 or fraction thereof	\$ 13.25
200,001 Cubic Yards or More, for first 200,000	\$ 402.25
Plus, for each additional 10,000 or fraction thereof	\$ 7.25
Additional Plan Review, required to approve plans, per hour*	\$ 50.50
(Minimum charge, one-half hour)	
<u>Grading Permit Fees:</u>	
50 Cubic Yards or Less	\$ 23.50
51 to 100 Cubic Yards	\$ 37.00
101 to 1,000 Cubic Yards, for the first 100	\$ 37.00
Plus, for each additional 1,000 or fraction thereof	\$ 17.50
1,001 to 10,000 Cubic Yards, for first 1,000	\$ 194.50
Plus, for each additional 1,000 or fraction thereof	\$ 14.50
10,001 to 100,000 Cubic Yards, for first 10,000	\$ 325.00
Plus, for each additional 10,000 or fraction thereof	\$ 66.00
100,001 Cubic Yards or More, for first 100,000	\$ 919.00
Plus, for each additional 10,000 or fraction thereof	\$ 36.50

CITY OF LOVELAND
SCHEDULE OF RATES, CHARGES AND FEES FOR 2015

Description	2015 Fee
BUILDING (CONT'D)	
<u>Grading Permit Fees (cont'd):</u>	
Inspections, outside of normal business hours, per hour*	\$ 50.50
Re-Inspection Fees, assessed under provisions Section 108.8 of the International Building Code, per hour*	\$ 50.50
Inspections, for which no fee is specifically indicated, per hour*	\$ 50.50
<u>Sale of Maps:</u>	
<u>Plotted Maps:</u>	
City Limits, Subdivision, Zoning - 2000' scale	\$ 7.50
City Limits, Subdivision, Zoning - 1000' scale	\$ 30.00
City Features Map	\$ 30.00
<u>Other Maps:</u>	
2020 Transportation Street Plan Map	\$ 2.00
Current Development Activities Map	\$ 2.00
Mylar Copies	\$ 6.00
Aerials - Entire City	\$ 4.00
Aerials - 1/4 Section	\$ 5.00
Aerials - Full Section/Quad w/Topographic Lines	\$ 3.00
Benchmark Map	\$ 2.50
City Limits, Subdivision, Zoning – 2000' scale	\$ 2.50
City Limits, Subdivision, Zoning – 1000' scale	\$ 8.00
Flood Plain maps	\$ 2.50
<u>Reference Materials:</u>	
Alpha/Numeric Index for Subdivision Maps	\$ 8.00
Development Standards/Specifications for Public Improvements	\$ 20.00
Street Location Guide	\$ 5.00
<u>Digital Maps:</u>	
Base Street & Feature Layers	\$ 15.00
City Limit, Subdivision, Zoning, per feature layer	\$ 15.00
<u>Source Files for Mapping Products:</u>	
Parcel Files - 295 tiles	\$ 1,475.00
Planimetric Files - 204 tiles	\$ 1,020.00
Utility File	\$ 1,000.00

* Or total hourly cost to the City, whichever is greatest.

** Minimum square footage costs will be based upon the most recent version of Building Valuation Data as published in the Building Safety Journal by the International Code Council (ICC). Future adjustments to valuation will now occur in conjunction with this publication. A copy of the most current Building Valuation Data is available for viewing at the Building Division.

CITY OF LOVELAND
SCHEDULE OF RATES, CHARGES AND FEES FOR 2015

Description	2015 Fee
--------------------	-----------------

EXECUTIVE & LEGAL DEPARTMENT

MUNICIPAL COURT

Jury Trial, per case	\$ 100.00
Trial to the Court, per case	\$ 25.00
Plea, per case	\$ 25.00
Court Summons Surcharge	\$ 10.00
Community Service/Useful Public Service, per case	\$ 25.00
Warrant Processing Fee, which fee the Municipal Court may waive, reduce or allow payment over time, all within the Court's discretion, per warrant	\$ 50.00
Stays of Execution (SOE), which fee the Municipal Court may waive, reduce or allow payment over time, all within the Court's discretion, on first SOE	\$ 10.00
Wedding Fee	\$ 75.00
Court Administration Fee	\$ 75.00
Transcript of proceedings, per page (more if expedited)	\$ 2.85
Research in excess of 1 hour, per hour	\$ 30.00
Copies-Paper over 10 pages, per page	\$ 0.15
Municipal Code	Actual Cost
Certified Copy of Conviction	\$ 5.00
Production of a CD, per disc	\$ 15.00
NSF (non-sufficient funds) check return	\$ 20.00

LEGAL DEPARTMENT

Metropolitan District Service Plan Review, per plan reviewed	\$ 5,000.00
--	-------------

FINANCE

REVENUE

Sales Tax License Application Fee	\$ 20.00
Sales Tax License Renewal, per year	\$ 20.00

LOVELAND PUBLIC LIBRARY

LIBRARY

General Fees:

Copy on Microfilm Machines	\$ 0.10
Photocopies, black and white, per page	\$ 0.10
Photocopies, color, per page	\$ 0.50
Color Copying on Very Large Printer, per linear foot	\$ 5.00
Processing Fee, per item	\$ 10.00
Deposit for Temporary Users, per item	\$ 20.00
Maximum Fine Accrual Before Suspension	\$ 5.00
Inside Spine Damaged & Mendable	\$ 2.00

CITY OF LOVELAND
SCHEDULE OF RATES, CHARGES AND FEES FOR 2015

Description	2015 Fee
LIBRARY (CONT'D)	
<u>General Fees (cont'd):</u>	
Repairs to Cover Needing Bindery Tape	\$ 5.00
Torn or Marked Pages, per page	\$ 0.50
Pages Completely Out But Mendable, per page	\$ 1.00
Stitching Torn & Mendable	\$ 1.00
Replacement of Damaged Book Jacket, per book	\$ 2.00
Late Materials, per day	\$ 0.20
Replacement of Library Card, per card	\$ 2.00
Water-Damaged Books	
up to 4 pages	\$ 2.00
More than 4 pages	Book Replacement Cost
Barcode Replacement	\$ 0.15
Missing Liner Notes & Lyric Sheets	\$ 1.00
<u>Replacement of DVD Cases:</u>	
Holds 7 or fewer DVDs	\$ 5.00
Holds 8-10 DVDs	\$ 7.00
<u>Replacement of Compact Disk Case:</u>	
Holds 5 or fewer CDs	\$ 3.00
Holds 6 or more CDs	\$ 10.00
Pouches, each	\$ 1.00
<u>Book on CD cases:</u>	
Holds up to 12 CDs	\$ 7.00
Holds between 12 and 20 CDs	\$ 7.50
Holds more than 20 CDs	\$ 10.00
<u>Replacement of Lost Items:</u>	
Actual cost in database, or	
Periodicals	\$ 6.00
Paperbacks	\$ 8.00
City Council DVDs	\$ 10.00
All Other Items	\$ 30.00
Collection Agency Fee, per account submitted	\$ 20.00
Quick Reads Book Rental Fee, per title	\$ 1.00
Temporary Internet Use Library Card Fee	\$ 2.00
Book Club Kit Tags	\$ 1.00
Flash Drives	\$ 5.00
Headphones	\$ 2.00
RFID Tag	\$ 0.50
<u>Videoconferencing:</u>	
Normal operating hours, per hour	\$ 200.00
Outside normal operating hours, per hour	\$ 300.00
<u>iLearn Classroom Rental:</u>	
Commercial organizations, per hour	\$ 50.00
Objects Created on 3-D Printer, per 10 grams or portion thereof	\$ 1.00

CITY OF LOVELAND
SCHEDULE OF RATES, CHARGES AND FEES FOR 2015

Description	2015 Fee
--------------------	-----------------

LIBRARY (CONT'D)

eReaders

Replacement of Nook eReader	\$ 160.00
Replacement of Nook eReader Cord	\$ 10.00
Replacement of Nook eReader Instruction Booklet	\$ 5.00
Replacement of Nook eReader Case	\$ 30.00
Fine for Returning Nook eReader in Book Return	\$ 5.00

PARKS & RECREATION

OUTDOOR AQUATICS

<u>Swimming Programs*:</u>	\$10.00-\$110.00
----------------------------	------------------

Lessons	\$ 40.00
CARA Swim Team	\$ 110.00

Daily Admission – Winona Pool:

Toddler (3-5)	\$ 2.00
Youth (6-17)	\$ 3.00
Adult (18+)	\$ 4.00
Senior (62+)	\$ 3.25

Low Income Daily Admission - Winona Pool:

Toddler (3-5)	\$ 1.50
Youth (6-17)	\$ 2.00
Adult (18+)	\$ 3.00
Senior (62+)	\$ 2.50

Punch Passes (30 admissions) – Winona Pool:

Toddler (3-5)	\$ 50.00
Youth (6-17)	\$ 75.00
Adult (18+)	\$ 100.00
Senior (62+)	\$ 85.00

<u>Winona Pool Rental:**</u>	\$90.00-\$275.00
------------------------------	------------------

*Fee calculation varies for each class based on type, length and instructor cost.

** The actual fee charged is based on group size and any special accommodations.

HATFIELD CHILSON RECREATION CENTER

Daily Ticket:

Toddler (2-5)	\$ 2.25
Youth	\$ 3.25
Adult	\$ 4.75
Senior (62+)	\$ 3.50

Punch Passes (10 admissions):

Toddler (2-5)	\$ 22.50
Youth	\$ 32.50
Adult	\$ 47.50
Senior (62+)	\$ 35.00

CITY OF LOVELAND
SCHEDULE OF RATES, CHARGES AND FEES FOR 2015

Description	2015 Fee
HATFIELD CHILSON RECREATION CENTER (CONT'D)	
<u>Low Income Daily:</u>	
Toddler (2-5)	\$ 1.75
Youth	\$ 2.25
Adult	\$ 3.50
Senior (62+)	\$ 2.75
<u>Extended Use Passes (ALL):</u>	
<u>3-Month Extended Use Pass:</u>	
Youth	\$ 86.50
Adult	\$ 157.00
Senior (62+)	\$ 90.00
Family	\$ 229.00
<u>Resident Passes:</u>	
<u>Extended Use Passes:</u>	
<u>6-Month Extended Use Pass:</u>	
Youth	\$ 140.00
Adult	\$ 265.00
Senior (62+)	\$ 157.00
Family	\$ 382.00
<u>1 Year Extended Use Pass:</u>	
Youth	\$ 248.00
Adult	\$ 465.00
Senior (62+)	\$ 260.00
Family	\$ 683.00
<u>Non-Resident Passes:</u>	
<u>Extended Use Passes:</u>	
<u>6-Month Extended Use Pass:</u>	
Youth	\$ 163.00
Adult	\$ 297.00
Senior (62+)	\$ 169.00
Family	\$ 429.00
<u>1 Year Extended Use Pass:</u>	
Youth	\$ 278.00
Adult	\$ 520.00
Senior (62+)	\$ 291.00
Family	\$ 768.00
Chilson Classes##	\$10.00-\$400.00
Facility Rentals (2 hours)**	\$20.00-\$375.00
Additional Time##	\$20.00-\$150.00
Daycare, per visit	\$ 1.75

CITY OF LOVELAND
SCHEDULE OF RATES, CHARGES AND FEES FOR 2015

Description	2015 Fee
ADULT ATHLETICS	
<u>Adult Athletic Fees</u>	\$10.00-\$780.00
YOUTH ATHLETICS	
Youth Athletics/Tennis/Field/Court Rental	\$12.00-\$175.00
BATTING CAGES	
Batting Cages (for 15-25 balls)	\$1.00-\$2.00
1 Hour Cage Rental	\$26.00-\$30.00
1 Hour Cage Rental Plus 1 Hour Field Rental	\$34.00
RECREATION PROGRAMS	
Recreation Program Fees	\$0.00-\$650.00
Brochure Ads, based on advertisement size	\$0.00-\$600.00
Program Cancellation Fee	\$ 5.00
SPECIAL RECREATION PROGRAMS	
Senior Program Fees##	\$0.00-\$250.00
Adaptive Recreation Program Fees	\$0.00-\$250.00
## Fee calculation varies for each class based on type, length and instructor cost.	
PARKS	
<u>Field Use & Prep:</u>	
Practice/Ball Field, per field, per hour	\$ 15.00
Game Field Prep & Use, per field	\$12.00-\$175.00
Field Rental, per day	\$100.00-\$175.00
Championship Field, per hour	\$ 45.00
Championship Field, per day	\$ 15.00
Lights, per hour	\$14.00-\$20.00
Field Supervisor, per hour	\$ 300.00
Facility Clean-Up Deposit	\$50.00-\$1000.00
LSP Special Events/Rentals	\$ 4.00
Tennis Court Rentals, per hour, per court	\$ 12.00
Commercial Tennis Court Fee, per hour	\$10.00-\$15.00
Court Rentals (basketball & volleyball), per hour	\$30.00-\$110.00
In-Line Rink Rental, per hour	\$25.00-\$500.00
Site Impact/Set-Up Fee	\$ 35.00
Alcohol Beverage Permit	\$10.00-\$50.00
Cancellation/Transfer Fee	

CITY OF LOVELAND
SCHEDULE OF RATES, CHARGES AND FEES FOR 2015

Description	2015 Fee
CEMETERY	
<u>Opening/Closing:</u>	
Regular	\$ 1,015.00
<u>Cremains:</u>	
with Vault	\$ 600.00
without Vault	\$ 475.00
Non-Resident Infant	\$ 400.00
<u>After Normal Hours:</u>	
Regular	\$ 500.00
Cremains	\$ 500.00
<u>Lot Sales:</u>	
Adult	\$300.00-\$350.00
Cremains	\$ 125.00
Foundations	\$ 2,000.00
Disinterment	\$150.00-\$175.00
Flat Markers, based on size of marker	\$ 50.00
Vase Setting	
CEMETERY PERPETUAL CARE FUND	
Perpetual Care Regular	\$ 650.00
Perpetual Care Cremains	\$ 350.00
Columbarium-Double -Loveland	\$ 1,950.00
Columbarium-Single-Lakeside	\$ 1,250.00
Columbarium-Double-Lakeside	\$ 1,950.00
PARK IMPROVEMENT	
City Park Shelter Fee**	\$50.00-\$500.00
Site Impact/Set-Up Fee**	\$25.00-\$500.00
Alcohol Beverage Permit	\$ 35.00
Cancellation/Transfer Fee	\$ 20.00
**The calculation varies by group size and any special accommodations.	
<u>GOLF</u>	
OLDE COURSE AT LOVELAND	
<u>Green Fees</u>	
9-Hole Green Fee	\$ 18.00
18-Hole Green Fee	\$ 33.00
Twilight 9 Hole Greens Fee	\$ 13.50
Twilight 18 hole Greens Fee	\$ 27.00
Punch Pass (20/9 or 10/18) – resident/non-resident	\$ 280.50
Fall/Winter Rate 9-Hole (November 1-March 31)	\$12.00-\$14.00
Fall/Winter Rate 18-Hole (November 1-March 31)	\$22.00-\$26.00
Visiting High School Fee, per 9 holes	\$ 10.00
Annual Pass User Fee, per 9 holes	\$ 3.50
R2J School User Fee, per 9 holes	\$ 3.50

CITY OF LOVELAND
SCHEDULE OF RATES, CHARGES AND FEES FOR 2015

Description	2015 Fee
<u>GOLF (CONT'D)</u>	
OLDE COURSE AT LOVELAND (CONT'D)	
<u>Youth Play</u>	
9-Hole Youth Play	\$ 9.00
18-Hole Youth Play	\$ 16.50
<u>Carts</u>	
Private Cart Permit	\$ 300.00
9-Hole Private Cart Rental (w/o permit)	\$ 10.00
18-Hole Private Cart Rental (w/o permit)	\$ 15.00
9-Hole Cart Rental, single rider	\$ 11.00
18-Hole Cart Rental, single rider	\$ 16.00
Cart Punch Pass - Monday - Friday Noon, single rider	\$ 120.00
Cart Punch Pass - Full Week, single rider	\$ 136.00
<u>Driving Range:</u>	
<u>Range Balls:</u>	
Small, per container	\$ 4.00
Large, per container	\$ 8.00
Range Pass	\$ 68.00
Range Lesson	\$ 10.00
M-F Afternoon Promotion	\$ 39.00
Expo Special	\$ 85.00
Double-Double	\$ 95.00
Supertwilight	\$ 13.00
9 Hole Twilight Special	\$ 20.00
18 Hole Twilight Special	\$ 33.00
Executive Women's Golf Association (EWGA) 18Hole Golf	\$ 26.00
<u>Tournaments:</u>	
Saturday-Sunday	\$ 10.00
Monday-Friday	\$ 5.00
Pre-Reserved Start	\$ 5.00
<u>Employee & Visiting Affiliation Golf (M-F Only)</u>	
9 Hole Employee Golf	\$ 7.00
18 Hole Employee Golf	\$ 13.00
9 Hole Employee Cart	\$ 5.00
18 Hole Employee Cart	\$ 8.00
Range Balls	\$ 2.00

CITY OF LOVELAND
SCHEDULE OF RATES, CHARGES AND FEES FOR 2015

Description	2015 Fee
CATTAIL CREEK	
<u>Greens Fees:</u>	
Youth/Seniors Monday - Friday Green Fee	\$ 8.00
Youth/Senior Add-On	\$ 6.00
9-Hole Green Fee	\$ 11.00
Add-On Green Fee	\$ 8.00
Twilight (after 6 p.m.)	\$ 7.00
10 Punch Pass (Cattail Creek only)	\$ 93.50
3-Hole Short Round	\$ 4.00
Youth Play Day Punch Pass (10 Rounds)	\$ 56.00
Senior/Youth Punch Pass	\$ 68.00
Fall/Winter Rate 9-Hole (November 1 – March 31)	\$7.00-\$8.00
SNAG/Mini Golf Course	\$ 5.00
Youth Mini Course Round (ages 4-12)	\$ 4.00
SNAG/Mini Golf Punch Pass	\$ 42.50
SNAG/Group/School Fee	\$ 3.00
<u>Carts:</u>	
9-Hole Cart Rental, Single Rider	\$ 8.00
9-Hole Cart Rental, 2 Riders	\$ 10.00
Cart Add-On, 2 Riders	\$ 8.00
Cart Punch Pass (10 round)	\$ 80.00
Annual Pass User Fee, per 9 holes	\$ 3.50
R2J User Fee, per 9 holes	\$ 3.50
Visiting High School Fee, per 9 holes	\$ 10.00
<u>Driving Range:</u>	
<u>Range Balls:</u>	
Small, per container	\$ 4.00
Large, per container	\$ 8.00
Range Pass	\$ 68.00
Range Lesson/Open	\$ 10.00
Youth Group Range/R2J School District	\$ 4.00
Tournament/Pre-reserved	\$ 2.00
Youth Special	\$ 7.00
9 Hole Employee Golf	\$ 4.00
9 Hole Employee Mini Golf	\$ 3.00
9 Hole Employee Cart	\$ 5.00
Employee Range Balls	\$ 2.00
<u>Pro Shop:</u>	
Lessons/Clubfitting	\$10.00-\$125.00
Pull Cart/Club Rental	\$2.00-\$20.00
SNAG Club Rental	\$ 2.00
Junior Golf Lesson Program	\$40.00-\$60.00
Pro Shop Merchandise Sales, Cost + %	10%-300%

CITY OF LOVELAND
SCHEDULE OF RATES, CHARGES AND FEES FOR 2015

Description	2015 Fee
MARIANA BUTTE	
<u>Greens Fees:</u>	
9-Hole Green Fee	\$ 22.00
18-Hole Green Fee	\$ 43.00
Punch Pass (20/9 or 10/18) – resident, non-resident	\$ 365.50
Twilight 9 Hole Greens Fee	\$ 17.00
Twilight 18 hole Greens Fee	\$ 35.00
Fall/Winter Rate 9-Hole (November 1 – March 31)	\$16.00-\$18.00
Fall/Winter Rate 18-Hole (November 1 – March 31)	\$28.00-\$34.00
R2J School User Fee, per 9 holes	\$ 3.50
Annual Pass User Fee, per 9 holes	\$ 3.50
Visiting High School User Fee, per 9 holes	\$ 10.00
Youth Play (M-F, Jr. Golf Program)	
9 Hole, Youth Play	\$ 11.00
18 Hole, Youth Play	\$ 21.50
<u>Carts:</u>	
Private per Use 9-Hole (w/o permit)	\$ 10.00
Private per Use 18-Hole (w/o permit)	\$ 15.00
9-Hole Cart Rental, Single Rider	\$ 11.00
18-Hole Cart Rental, Single Rider	\$ 16.00
Cart Punch Pass Full Week	\$ 136.00
Private Cart Permit	\$ 750.00
<u>Driving Range:</u>	
<u>Range Balls:</u>	
Small, per container	\$ 4.00
Large, per container	\$ 8.00
Range Pass	\$ 68.00
Open Range	\$ 3.00
<u>Tournaments:</u>	
Saturday-Sunday	\$ 10.00
Monday-Friday	\$ 5.00
Monday – Friday Special Promotions	\$ 47.00
Double-Double	\$ 95.00
City Championship	\$ 50.00
Expo Special	\$ 95.00
Dept. Youth Charity	\$ 24.50
9-Hole Twilight Special	\$ 25.00
18-Hole Twilight Special	\$ 41.00
Pre-Reserved Start	\$ 5.00
<u>Employee & Visiting Affiliation Golf (M-Thur Only)</u>	
9 Hole Employee Golf	\$ 8.00
18 Hole Employee Golf	\$ 16.00
9 Hole Cart	\$ 5.00
18 Hole Cart	\$ 8.00
Range Balls	\$ 2.00

CITY OF LOVELAND
SCHEDULE OF RATES, CHARGES AND FEES FOR 2015

Description	2015 Fee
MARIANA BUTTE (CONT'D)	
<u>Pro Shop:</u>	
Lessons/Clubfitting	\$30.00-\$180.00
Pull Cart/Club Rental	\$3.00-\$40.00
Handicap Service	\$3.00-\$7.00
<u>Tournaments:</u>	
Handling Fees	\$2.00-\$10.00
Pro Shop Merchandise Fee	\$5.00-\$10.00
Open Range	\$2.00-\$5.00
Tournament Package	\$55.00-\$100.00
Pro Shop Merchandise Sales, Cost + %	10%-30%
MULTIPLE COURSES	
<u>2-Course Fees:</u>	
Olde Course/Cattail Creek, Full Week - Individual	\$ 575.00
Olde Course/Cattail Creek, Full Week - Youth	\$ 225.00
Olde Course/Cattail Creek, Monday - Friday Noon - Individual	\$ 410.00
Olde Course/Cattail Creek, Monday – Thursday (after 1pm) - Individual	\$ 150.00
Olde Course/Cattail Creek, Monday -- Thursday - Individual	\$ 275.00
<u>3-Course Fees:</u>	
Olde Course/Cattail Creek/Mariana Butte, Full Week - Individual	\$ 835.00
Olde Course/Cattail Creek/Mariana Butte, Full Week - Youth	\$ 300.00
Olde Course/Cattail Creek/Mariana Butte, Monday - Friday Noon - Individual	\$ 660.00
FACILITIES	
<u>Hammond Amphitheater (North Lake):</u>	
Deposit	\$ 50.00
Use Fee	\$ 75.00

CITY OF LOVELAND
SCHEDULE OF RATES, CHARGES AND FEES FOR 2015

Description	2015 Fee
--------------------	-----------------

POLICE

POLICE

Police Records:

Copies of Reports & Calls for Service:

Twenty-first Page & Over, base charge	\$	5.00
Plus Twenty-first Page & Over, per page	\$	0.25
Certified Copy of Record, copy cost plus	\$	2.00
Criminal History, per name checked	\$	3.00
CD/DVD (photos, dispatch recordings, video)	\$	15.00
Finger Printing Fee	\$	25.00
Postage/Shipping		Actual Cost

Record Special Search Fee:

First Hour, copy cost plus	\$	20.00
Each Additional half hour, copy cost plus	\$	10.00
Research, retrieval, redaction, creation, per hour quarter hour minimum, fees for shipping, media, etc	\$	35.00

Special Events Fee:

Officers, per hour	\$	51.00
Supervisor, per hour	\$	56.00

Warrant Surcharge, each	\$	60.00
Court ordered fingerprinting, each	\$	25.00

Beer Keg ID Tags:

Removing a Beer Keg ID Tag	\$	100.00
Damaging a Beer Keg ID Tag	\$	50.00

PUBLIC WORKS

ENGINEERING

Street Cut:

Minor Right-of-Way Permit Fee (minimal traffic control, ex: residential driveway cuts, shoulder work). Work with minimal impact to traffic on public right of ways.	\$	50.00
Excavation Permit for Right-of-way Property/Easements (General Permit)	\$	145.00
Major Right-of-Way Permit Fee (major traffic control, ex: arterial lane closures and/or detours). This work or event may cause the need for street closures and/or detours.	\$	300.00
Open Cut, non-paved areas of the right-of-way	\$	0.30
Open Cut, streets older than 5 years, per sq ft	\$	2.50
Open Cut, streets newer than 5 years, per sq ft	\$	7.50
Potholing or Vacuum Excavation, unpaved areas of the Right-of-Way (each)	\$	5.00
Potholing or Vacuum Excavation, streets older than 5-years (each)	\$	15.00
Potholing or Vacuum Excavation, streets older than 5-years (each)	\$	45.00
Horizontal Boring and Tunneling (lineal ft)	\$	0.25

CITY OF LOVELAND
SCHEDULE OF RATES, CHARGES AND FEES FOR 2015

Description	2015 Fee
ENGINEERING (CONT'D)	
<u>Fines & Fees for Permit Violations</u>	
Right-of-Way Permit for Concrete Work - Fine for Exceeding Permit Completion Date (per day)	\$ 100.00
Excavation Permit for Right -of-Way / Public Property / Easements - Fine for Exceeding Permit Completion Date (per day)	\$ 250.00
Right of Way Permit with Arterial or State/US Highway Street Closure - Fine for Exceeding Permit Completion Date (per day)	\$ 1,000.00
Right -of-Way Permit with Collector Street Closure - Fine for Exceeding Permit Completion Date (per day)	\$ 500.00
Right -of-Way Permit with Local Street Closure - Fine for Exceeding Permit Completion Date (per day)	\$ 250.00
Right -of -Way Permit with Arterial or State/US Highway Street Lane Closure - Fine for Exceeding Permit Completion Date (per day)	\$ 500.00
ROW Permit with Collector Street Lane Closure - Fine for Exceeding Permit Completion Date (per day)	\$ 250.00
Arterial or State/US Highway Time Restriction Violation of Work Hours (Half Hour or Portion Thereof)	\$ 50.00
Arterial or State/US Highway Time Restriction Violation of Work Hours (Half Hour or Portion Thereof)	\$ 500.00
Inspection Fee for Outside Normal Working Hours Monday thru Friday (7:30 to 16:30) or for	
Reinspections (One-Hour Minimum or Portion Thereof)	\$ 60.00
Failure to Obtain a ROW Permit - Double Fees or \$250 whichever is more	\$ 250.00
FACILITIES MANAGEMENT	
<u>Pulliam Community Building:</u>	
<u>Community Room:</u>	
Deposit	\$ 300.00
Use fee, nonprofit rate	\$ 60.00
Use fee, all others	\$ 110.00
<u>Meeting Rooms #1 or #2:</u>	
Deposit	\$ 50.00
Use fee, nonprofit rate	\$ 40.00
Use fee, all others	\$ 60.00
<u>Auditorium:</u>	
Deposit	\$ 100.00
<u>Use Fee:</u>	
2 hours, nonprofit	\$ 80.00
2 hours, all others	\$ 130.00
Over 2 hours, nonprofit	\$ 190.00
Over 2 hours, all others	\$ 240.00
<u>Gertrude B. Scott (Library Multipurpose) Room:</u>	
Deposit	\$ 150.00
Use fee, nonprofit rate	\$ 40.00
Use fee, all others	\$ 60.00
<u>Erion Foundation Community Room:</u>	
Deposit	\$ 150.00
Use fee, nonprofit rate	\$ 40.00
Use fee, all others	\$ 60.00

CITY OF LOVELAND
SCHEDULE OF RATES, CHARGES AND FEES FOR 2015

Description	2015 Fee
FACILITIES MANAGEMENT (CONT'D)	
<u> Foote Lagoon Amphitheater (Civic Center Plaza): </u>	
Deposit	\$ 150.00
Use fee, nonprofit rate	\$ 90.00
Use fee, all others	\$ 150.00
Concession-vending machines, % of net sales	\$ 0.15
Cancellations must be made in writing 7 days or more prior to the reservation date and will be subject to a \$10 cancellation fee with the remainder of the use fee returned, plus the deposit returned. If the cancellation is less than 7 days before the event, the City will keep 100% of the use fee, but, will return	
TRANSIT FARES	
<u> Fixed Route: </u>	
<u> Adult (19-59): </u>	
Single Ride	\$ 1.25
10 day Pass	\$ 12.50
20 day Pass	\$ 22.50
Monthly Pass	\$ 30.00
Annual Pass	\$ 180.00
<u> Youth (6-18): </u>	
Single Ride	\$ 0.50
Annual Pass	\$ 25.00
<u> Seniors and ADA: </u>	
Single Ride	\$ 0.60
Annual Pass	\$ 25.00
<u> Paratransit: </u>	
Single Ride	\$ 2.00
<u> Low Income Fixed Route Fares: </u>	
Single Ride	\$ 0.60
<u> Low Income Paratransit Fares: </u>	
Single Ride	\$ 1.00
<u> Tokens: (An in-kind donation to United Way participating agencies) </u>	
25 Tokens, for any agency (full fare)	\$ 31.25
25 Tokens, for internal City groups	\$ 15.00
<u> Business Investment Pass: </u>	
Purchased in groups of 50, per pass	\$ 50.00
For businesses with less than 50 employees, per employee	\$ 50.00

NOTE: All annual passes shall be valid for one year from the date of purchase. Medicare card holders are eligible for half fare on the fixed route system by showing their card at the time of boarding; this does not

CITY OF LOVELAND
SCHEDULE OF RATES, CHARGES AND FEES FOR 2015

Description	2015 Fee
SOLID WASTE	
<u>Waste Hauler License Fee:</u>	
Annual Fee, per truck	\$ 100.00
<u>Single Family Residential:</u>	
Mandatory Monthly Recycling Fee – single-family, duplex, triplex units, with yards	\$ 4.50
Mandatory Monthly Recycling Fee – town-home and mobile-home units, without yards	\$ 4.50
Single Family Monthly Yardwaste Fee	\$ 2.75
32-Gallon Trash Tags, each	\$ 1.75
17-Gallon Trash Carts, per month	\$ 3.00
32-Gallon Trash Carts, per month	\$ 6.00
64-Gallon Trash Carts, per month	\$ 12.00
96-Gallon Trash Carts, per month	\$ 18.00
96-Gallon Yard Debris Carts, per month	\$ 7.50
<u>Multi-Family Residential:</u>	
Monthly Fee, if paid by tenant, per month	\$ 12.00
<u>Monthly Fee, if paid by landlord:</u>	
<u>@ 2-Yard:</u>	
One dumpster once/week	\$ 60.00
Each additional dumpster	\$ 30.00
One dumpster twice/week	\$ 90.00
Each additional dumpster	\$ 45.00
One dumpster three times/week	\$ 120.00
Each additional dumpster	\$ 60.00
One dumpster four times/week	\$ 150.00
Each additional dumpster	\$ 75.00
One dumpster five times/week	\$ 180.00
Each additional dumpster	\$ 90.00
<u>@ 3-Yard:</u>	
One dumpster once/week	\$ 80.00
Each additional dumpster	\$ 40.00
One dumpster twice/week	\$ 120.00
Each additional dumpster	\$ 60.00
One dumpster three times/week	\$ 160.00
Each additional dumpster	\$ 80.00
One dumpster four times/week	\$ 190.00
Each additional dumpster	\$ 95.00
One dumpster five times/week	\$ 220.00
Each additional dumpster	\$ 110.00
Dumpster Overages/Excess, per cubic yard	\$ 20.00

CITY OF LOVELAND
SCHEDULE OF RATES, CHARGES AND FEES FOR 2015

Description	2015 Fee
SOLID WASTE (CONT'D)	
<u>Other Services:</u>	
2-Yard Dumpster Rental, per empty	\$ 60.00
3-Yard Dumpster Rental, per empty	\$ 90.00
10-Yard Roll-Off Box Rental, per empty	\$ 240.00
20-Yard Roll-Off Box Rental, per empty	\$ 350.00
30-Yard Roll-Off Box Rental, per empty	\$ 460.00
Loose Refuse/Rubbish Curbside Collection Service, per cubic yard	\$ 30.00
Refuse Exemption Administrative Fee, per event	\$ 6.00
Mosquito Control Services, per month	\$ 0.80
Cart Replacement Fee - 17 gallon	\$ 50.00
Cart Replacement Fee - 35 gallon	\$ 50.00
Cart Replacement Fee - 65 gallon	\$ 60.00
Cart Replacement Fee - 95 gallon	\$ 70.00
Cart Pick-Up/Washing [1-3 carts]	\$ 15.00
STORMWATER	
<u>Residential:</u>	
less than 4,000 sq. ft.	\$ 5.54
4000-5999 sq. ft.	\$ 6.91
6000-7999 sq. ft.	\$ 9.97
8000-9999 sq. ft.	\$ 12.48
10,000 sq. ft and over	\$ 13.85
Institutional (per acre)	\$ 29.79
Commercial (per acre)	\$ 75.64
Industrial (per acre)	\$ 63.26
<u>Fee Adjustments</u>	
A non-residential customer may request an adjustment to the regular fee by one of the following methods in order to allow for less impervious surface than the average for the class of use (Method A) or for on-site detention facilities (Method B). The two methods are not cumulative, and only the	
METHOD A: A fee shall be one-half of the regular fee, plus one-half of the regular fee multiplied by the percent of the impervious area multiplied by the class factor. The Commercial class factor is	
METHOD B: A fee shall be one-half of the regular fee, plus one-half of the regular fee multiplied by the ratio of the stormwater runoff rate calculated to result after construction of the detention facilities to the stormwater runoff rate which would occur in the absence of detention facilities.	
<u>Stormwater Impact Fee</u>	
High Density	\$ 4,400.00
Medium Density	\$ 3,300.00
Low Density	\$ 2,750.00
Estate	\$ 1,650.00
Commercial	\$ 4,400.00
Industrial	\$ 4,950.00
Institutional	\$ 2,750.00

CITY OF LOVELAND
SCHEDULE OF RATES, CHARGES AND FEES FOR 2015

Description	2015 Fee
STREET MAINTENANCE	
<u>Fees for Inspection of Streets:</u>	
Single Family Unit	\$ 75.00
Duplex Unit	\$ 50.00
Multi-Family Unit	\$ 25.00
All Other Buildings	\$ 150.00
Plus Charge per acre for lots over 2 acres	\$ 50.00
<u>Street Maintenance Utility Fees:</u>	
Residential, per dwelling unit	\$ 1.97
Industrial, per acre	\$ 21.91
High Traffic Retail, per acre	\$ 219.11
Retail, per acre	\$ 86.10
Miscellaneous Retail	\$ 55.97
Commercial, per acre	\$ 28.44
Institutional, per acre	\$ 28.44

EX. A-Proposed Rialto and Museum membership fees

<u>Museum Membership:</u>		
	Individual	\$ 30.00
	Senior/Student	\$ 20.00
	Individual + one <u>Dual</u>	\$ 45.00
	Family	\$ 65.00
	<u>Supporter</u>	<u>\$ 100.00</u>
	Contributor	\$ 250.00
	Patron	\$ 500.00
	Benefactor	\$ 1,000.00
<u>Rialto Membership</u>		
	<u>Individual Student/Senior</u>	<u>\$ 25.00</u>
	<u>Spotlight Member</u>	<u>\$ 45.00</u>
	<u>Family Lights</u>	<u>\$ 95.00</u>
	<u>Theater Donor</u>	<u>\$ 250.00</u>
	<u>Take-A-Seat Sponsor</u>	<u>\$ 500.00</u>
<u>Combined Membership</u>		
	<u>Arts Advocate (Rialto Family Lights & Museum Supporter)</u>	<u>\$ 150.00</u>

EX. A-Proposed Rialto and Museum membership fees

<u>Museum Membership:</u>		
	Individual	\$ 30.00
	Senior/Student	\$ 20.00
	Dual	\$ 45.00
	Family	\$ 65.00
	Supporter	\$ 100.00
	Contributor	\$ 250.00
	Patron	\$ 500.00
	Benefactor	\$ 1,000.00
<u>Rialto Membership</u>		
	Individual Student/Senior	\$ 25.00
	Spotlight Member	\$ 45.00
	Family Lights	\$ 95.00
	Theater Donor	\$ 250.00
	Take-A-Seat Sponsor	\$ 500.00
<u>Combined Membership</u>		
	Arts Advocate (Rialto Family Lights & Museum Supporter)	\$ 150.00



CITY OF LOVELAND
CITY ATTORNEY'S OFFICE

Civic Center • 500 East Third • Loveland, Colorado 80537
(970) 962-2540 • FAX (970) 962-2900 • TDD (970) 962-2620

AGENDA ITEM: 6
MEETING DATE: 5/5/2015
TO: City Council
FROM: City Attorney's Office, Tami Yellico Attorney
PRESENTER: Vincent Junglas

TITLE: An Ordinance Repealing Section 18.68.045 and Creating Section 1.28.070 of the Loveland Municipal Code Authorizing Code Enforcement Officers to Issue a Summons and Complaint into Municipal Court Pursuant to Rule 204 of the Colorado Municipal Court Rules

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 a legislative action to move Code Enforcement authority from Title 18 of the City Code to Title 1 where other general provisions are located, to specify that a limited commissioned code enforcement officer is a peace officer for purposes of issuing summonses into municipal court pursuant to Rule 204 of the Colorado Municipal Court Rules, and to make conforming changes to related City Code provisions. This is a housekeeping measure to locate these enforcement provisions in one section of the code and it does not create any new authority. This matter is being brought forward by the Loveland City Attorney's Office.

BUDGET IMPACT:

- ☐ Positive
☐ Negative
☒ Neutral or negligible

BACKGROUND:

The authority for code enforcement officers, who are not Loveland Police Officers, is currently found in various parts of the City Code. For example, the authority for Building Division code enforcement officers to enforce Titles 15 and 16 is located in Title 18. Relocating the enforcement provisions authorizing peace officers and code enforcement officers to write summonses into

municipal court to Title 1 (General Provisions), and specifying that a limited commissioned code enforcement officer shall be considered a peace officer for purposes of issuing summonses into municipal court pursuant to Rule 203(d) of the Colorado Municipal Court Rules, will provide clarity and is more consistent placement for a grant of general enforcement authority. The proposed amendments to the Code were reviewed by the Title 18 Committee on April 9, 2015 and reviewed and unanimously approved by the Planning Commission on April 13, 2015, and the Planning Commission recommended the proposed code amendments for adoption by the City Council.

REVIEWED BY CITY MANAGER:



LIST OF ATTACHMENTS:

Redlined Ordinance

Planning Commission Minutes from April 13th, 2015

First Reading: May 5th, 2015

Second Reading: _____

ORDINANCE NO. _____

AN ORDINANCE REPEALING SECTION 18.68.045 AND CREATING SECTION 1.28.070 OF THE LOVELAND MUNICIPAL CODE AUTHORIZING CODE ENFORCEMENT OFFICERS TO ISSUE A SUMMONS AND COMPLAINT INTO MUNICIPAL COURT PURSUANT TO RULE 204 OF THE COLORADO MUNICIPAL COURT RULES

WHEREAS, the City of Loveland (the “City”), as a home rule municipality, may enact, adopt, and enforce regulations covering any affront to the health, safety, peace, welfare, or morals of the City so long as such regulations are consistent with the provisions of state law; and

WHEREAS, city code enforcement officers are authorized by Loveland Municipal Code (the “Code”) Section 18.68.045 to enforce the provisions of Title 15 (Building and Construction), Title 16 (Subdivision of Land) and Title 18 (Zoning) of the Code; and

WHEREAS, notwithstanding the provisions of Code Section 18.68.045, the source of authority for code enforcement officers who are not POST-certified peace officers pursuant to C.R.S. § 16-2.5-102 (2014) to issue a summons and complaint into Loveland Municipal Court (“municipal court”) for violations of the Code is found in the Colorado Municipal Court Rules of Procedure 203, which defines a peace officer for purposes of the Municipal Court Rules to be any “duly appointed law enforcement officer of any political subdivision of [the state], authorized by. . . charter or ordinance to enforce municipal charter or ordinance violations”; and

WHEREAS, relocating the enforcement provisions authorizing peace officers and code enforcement officers to write summonses into municipal court to Title 1 (General Provisions) of the Code and specifying that a limited commissioned code enforcement officer shall be considered a peace officer for purposes of issuing summonses into municipal court pursuant to Rule 204 of the Colorado Municipal Court Rules will provide clarity and is a logical placement for a grant of general enforcement authority; and

WHEREAS, duplicative language throughout the Code regarding code enforcement authority could be deleted or amended as a result of such relocation; and

WHEREAS, City Council desires to enact Code provisions authorizing code enforcement officers to issue a summons and complaint into municipal court for violations of the Code and clearly identifying the source and scope of such authority.

WHEREAS, the proposed amendments to the Code were reviewed by the Title 18 Committee on April 9, 2015 and reviewed and approved by the Planning Commission on April 13, 2015, and the Planning Commission recommended the proposed code amendments for adoption by the City Council.

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

Section 1. That a new Code Section 1.28.070 is hereby added to Code Chapter 1.28 to read in full as follows:

1.28.070 Authority to issue summons and complaint.

A. Any law enforcement officer of the City of Loveland who has been duly sworn as the same by the Chief of Police or City Manager may enforce any provision of this Code or the City Charter by the issuance of a summons and complaint into the Loveland Municipal Court.

B. Any employee of the City who is duly sworn by the Chief of Police or City Manager as a limited commissioned code enforcement officer may enforce any provision of this Code, consistent with the limits imposed by such commission, by the issuance of a summons and complaint into the Loveland Municipal Court pursuant to the Colorado Municipal Court Rules. For purposes of enforcement of this Code, any duly limited commissioned code enforcement officer shall be considered a "Peace Officer" as defined in Rule 203(d) of the Colorado Municipal Court Rules.

C. Nothing in this section shall be construed to restrict or interfere with the authority of any animal control personnel, officers, agents, and employees of the Humane Society of Larimer County, pursuant to Section 6.32.040, to issue a summons and complaint into the Loveland Municipal Court pursuant to Rule 204 of the Colorado Municipal Court Rules.

Section 2. That Code Section 18.68.040 is amended to read in full as follows:

18.68.040 Inspection.

A. The city building official and his authorized representatives are empowered to cause any building, other structure or tract of land to be inspected and examined in accordance with Chapter 1.08, and to order in writing the remedying of any condition found to exist therein or thereat in violation of any provision of this title.

B. After any such order has been served, no work shall proceed on any building, other structure or tract of land covered by such order, except to correct or comply with such violation. ~~Such building official and his authorized representatives are authorized and duly appointed to issue summonses and complaints and penalty assessment notices for any violation of the provisions of this title.~~ (Ord. 3786 § 1, 1991; Ord. 1004 § 19.4, 1968)

Section 3. That Code Section 18.50.170 is amended to read in full as follows:

18.50.170 Enforcement, legal procedures and penalties.

It shall be unlawful for any person to erect, maintain, or allow upon any property over which they own, manage, lease or control, any sign which is not permitted pursuant to the provisions of this sign code. Enforcement, legal procedures, and penalties shall be in accordance with Chapter 18.68 of this title and Section 1.28.070. Additionally, unauthorized signs on public property may be confiscated by the city and held pending notification of the owner by the city.

The owner may obtain said signs from the city manager upon payment of a confiscation and storage charge in an amount established by the city council. ~~For the purposes of the enforcement of this chapter, the Building Official and his or her designee is authorized and duly appointed to issue summonses and complaints and penalty assessment notices for a violation of this chapter.~~ (Ord. 5623 § 6, 2011; Ord. 4089 § 6, 1995; Ord. 3788 § 2, 1991)

Section 4. That Code Section 18.68.045 is repealed in its entirety.

Section 5. That Code Section 12.44.050 is amended to read in full as follows:

12.44.050 Mountain Park-Park pass required.

A. Every motor vehicle parking within the Viestenz-Smith Mountain Park shall be required to have visibly displayed in its front windshield a valid and unexpired Viestenz-Smith Mountain Park pass. It is unlawful for any person to park any motor vehicle within the Viestenz-Smith Mountain Park without first obtaining and displaying in the front windshield of the motor vehicle a valid and unexpired Viestenz-Smith Mountain Park pass. The amount of the fee for the park pass shall be set by resolution of the city council.

B. Every motor vehicle entering the Viestenz-Smith Mountain Park shall only be parked within designated parking areas. It is unlawful for any person to park a motor vehicle in an area other than those areas specifically designated for parking.

C. Any person violating subsection A. or B. of this section shall be subject to a fine of ten dollars (\$10) for a first offense and a fine of up to one hundred dollars (\$100) for a second and subsequent offense.

D. For the purposes of the enforcement of this section only, employees of the city parks and recreation department ~~are authorized and duly appointed to issue summonses and complaints and penalty assessment notices for a violation of this section only may issue a summons and complaint or penalty assessment notice pursuant to the Colorado Municipal Court Rules and Section 1.28.070.~~

E. In any prosecution charging a violation of this section, proof that the particular vehicle described in the complaint or penalty assessment notice was parked in violation of this section, together with proof that the defendant named in the complaint or penalty assessment notice was, at the time of such parking, the registered owner of such vehicle, shall constitute in evidence a prima facie presumption that the registered owner of such vehicle at the point where and for the time during which such violation occurred.

F. The following motor vehicles shall be exempt from the provisions of subsection A. above:

1. City motor vehicles on official business.
2. Motor vehicles parked in specifically designated reservation-only areas for which a valid reservation has been obtained from the city parks and recreation department.
3. Motor vehicles specifically exempted by policy of the parks and recreation department as adopted by the director of the department. (Ord. 3605 § 1, 1989)

Section 6. That Code Section 13.04.235 is amended to read in full as follows:

13.04.235 Emergency ban on certain outdoor uses of potable water.

A. In the event of a catastrophic event or other type of emergency which, in the judgment of the city manager, results in the water utility's current supply of potable water being insufficient to meet the current demand for outdoor water use by the water utility's customers, the city manager may impose a ban on all or certain specified uses of potable water by the water utility's customers.

B. It shall be unlawful for any person or customer to use or permit the use of potable water from the city's water utility on any premises in violation of a ban on water use imposed by the city manager under this section.

C. To impose such a ban, the city manager shall cause a notice to be published in a Loveland daily newspaper notifying the public as to the specific date when the ban shall take effect and the notice shall expressly specify the kinds of uses of potable water prohibited by the ban. The date on which the ban will take effect shall not be earlier than the next day after the notice is so published. In addition to publishing notice, the city manager shall take such other actions as he or she deems reasonable to educate the public about the ban. If the city manager determines that the water utility's current supply of potable water is no longer insufficient to meet the current demand for water use by the water utility's customers, the city manager may, following the same procedure set forth in this paragraph, terminate the ban on the use of potable water. Using the same procedure set forth in this paragraph and when circumstances warrant because of further reductions in the water utility's current supply of potable water, the city manager may modify the ban to impose additional prohibited outdoor uses.

D. The city manager and his or her designees are authorized as peace officers to enforce this section by the issuance of summonses and complaints in accordance with the Colorado Municipal Court Rules of Procedure and Section 1.28.070. A written warning shall be issued for a first violation of any provision of this section. Second and subsequent violations of any provision of this section shall be punished by a minimum fine of fifty dollars (\$50) up to a maximum fine of one thousand dollars (\$1,000). Each day during which a violation of any provision of this section occurs or continues shall constitute a separate misdemeanor offense. In addition to the fine set forth herein, any lawn irrigation or watering by a water utility customer in violation of any provision of this section shall be deemed a wasting of water as prohibited under section 13.04.170 for which that customer's water service may be terminated by the water utility.

Section 7. 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.

Section 8. That this Ordinance shall be in full force and effect ten (10) days after its final publication as provided in City Charter Section 4-8(b).

ADOPTED _____ day of _____, 2015.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



Assistant City Attorney

CITY OF LOVELAND PLANNING COMMISSION MINUTES April 13, 2015

A meeting of the City of Loveland Planning Commission was held in the City Council Chambers on April 13, 2015 at 6:30 p.m. Members present: Chairman Crescibene; and Commissioners Middleton, Meyers, Molloy, Dowding, Forrest, Ray, Jersvig, and McFall. Members absent: None. City Staff present: Bob Paulsen, Current Planning Manager; Moses Garcia, Assistant City Attorney.

These minutes are a general summary of the meeting. For more detailed information, audio and videotapes of the meeting are available for review in the Development Services office.

CITIZEN REPORTS

There were no citizen reports.

STAFF MATTERS

1. **Mr. Paulsen, Current Planning Manager**, informed the commissioners there would be items on the April 27th and May 11th agendas and there will be no meeting on May 25th which is Memorial Day.

COMMITTEE REPORTS

Title 18 Committee: **Commissioner Molloy** stated that the item discussed at the last committee meeting is on tonight's regular agenda and resulted in the changes that were mailed out regarding the Code Enforcement Amendment.

Create Loveland: **Commissioner Dowding** stated that the committee will be looking at a draft on Thursday the 23rd.

287 Advisory Committee: **Commissioner Forrest** attended the Urban Land Institute's, Building Healthy Places Workshop in which they toured the 29th Street area and analyzed what can be addressed to promote a more walkable area. **Commissioner Forrest** mentioned that she has asked the ULI to share the presentation with the Planning Commission and the City Council.

Commissioners Meyers and Molloy attended the Urban Land Institute's recent presentation on the impacts of the 2013 flood and the future mitigation and planning efforts that can be taken to respond to the past and future flood events.

COMMISSIONER COMMENTS

Commissioner Middleton acknowledged Administrative Professional's Day and thanked Beverly Walker, Planning Commission Secretary, for her assistance to the commission. He also

noted that **Ms. Betsey Hale, Economic Development Director**, was recognized in the Colorado Municipality's April 2015 publication.

APPROVAL OF THE MINUTES

Commissioner Middleton made a motion to approve the March 23, 2015 minutes; upon a second from **Commissioner Dowding** the minutes were approved with eight ayes and one abstention.

CONSENT AGENDA

1. Mountain Pacific PUD – Preliminary Development Plan Resolution

Commissioner Meyers made a motion to approve Planning Commission Resolution 15-01, upon a second by **Commissioner Ray**, the motion was unanimously adopted.

REGULAR AGENDA

2. Turney-Briggs Right-of-Way Vacation

This is a public hearing on a legislative matter to review an application to vacate a portion of public right-of-way (alley) associated with the redevelopment of property located at the NE corner of Eisenhower Boulevard and Lincoln Avenue. The "T-shaped" portion of alley proposed to be vacated is approximately 0.2 acres in area. This vacation would facilitate re-platting and redevelopment of the properties associated with a Sprouts grocery store. The Planning Commission's recommendation will be forwarded to the City Council for final action.

Mr. Troy Bliss, Senior Planner, presented the application explaining that vacating this portion of the alley does not grant development rights. This is a separate application from the Sprouts Grocery Store. A Site Development Plan, Public Improvement Construction Plans, a lot merger plat, a Site Work Permit, and a building permit have to be satisfied prior to the vacation being placed in effect. The City Engineer also has to determine that construction of the Public Access and Utility Easement has been satisfactorily completed. If development does not occur, the vacation will not be finalized or completed; it won't be recorded until all of the provisions have been completed.

Mr. Bliss introduced the applicant **Mr. Zach Lauterbach, Evergreen Devco, Inc.** who offered to answer any questions.

Commissioner Questions

- Section 6 of the Ordinance states: This Ordinance shall be in full force and effect ten days after its final publication, as provided in City Charter Section 4-8(b). Commissioners asked for clarity; will it be held until the conditions are met or will it take effect.

Mr. Moses Garcia, Assistant City Attorney, explained that the Ordinance will be in effect, but it won't be recorded until the conditions are satisfied.

- Will there be improvements to the alley, such as paving?

Mr. Bliss stated that there would not be improvements to the alley, traffic studies show that traffic does not utilize the alley.

- Why is the alley being left open and not made into a dead end?

Mr. Lauterbach and **Mr. Bliss** indicated that trash trucks use the alley for both commercial and residential properties. They want to ensure there is no dead end in the alley for access especially emergency access.

- Will delivery trucks parked at the loading dock block the alley access?

Mr. Lauterbach explained that the loading dock is designed so the delivery trucks will not block the alley access.

- What is the main reason for the alley; public or emergency access?

Mr. Bliss stated that both uses need access, in addition to the need for accessibility to public utilities.

- Has staff looked at making the alley run east and west and gating the alley?

Mr. Bliss explained that the challenge to that option is how to keep the public's accessibility and the design need's to provide adequate landscape buffering for the adjacent neighborhood. **Mr. Bliss** stated they are also trying to limit the amount of access points onto Jefferson Avenue.

- Are there any intentions to regulate the alley?

Mr. Bliss indicated that the directional movement in the alley has not yet been discussed.

- Can bollards be used that let only city vehicles in the alley?

Mr. Lauterbach stated he is willing to do whatever is going to be needed and what staff requires.

Mr. Sean Kellar, Public Works Engineer, stated that the Public Works Department tries to avoid installing anything that is going to be a maintenance issue and he has found that bollards aren't effective after a period of time. He shared that he recently drove the alley and found that it is not convenient and not smooth. He found that it is easier to access the site from Lincoln Avenue.

- What is the plan for when the store first opens and there is a lot of initial traffic?

Mr. Kellar stated that he is open to using temporary traffic controls when the store first opens.

He indicated that if he finds that longer term neighborhood “traffic calming” is needed he will use them. He has installed several different devices for such purposes.

- What is the path that delivery trucks would be going?

Mr. Lauterbach explained the delivery trucks would come into the site from Lincoln, they will not utilize the alley. He stated, they have done what they could to mitigate trucks being able to use the alley.

- What is the snow removal plan?

Mr. Lauterbach stated the snow would be piled in the northwest corner and it would still allow enough room to allow trucks to maneuver.

- What is the schedule for getting the other applications going?

Mr. Lauterbach explained, this is part of the process. He stated that he is pressing forward and should have approval on the Site Development Plan in the next month or so.

- Is the process taking longer than normal?

Mr. Bliss explained that it is a complex site and requires a lot of nuances.

Chair Crescibene opened the public hearing.

Mr. Brian Wood, 1516 N. Jefferson Ave., stated that the increase in traffic will affect his quality of life. He shared that Jefferson is a quiet street, he thinks there are about 6-10 cars in an hour on average. He is concerned that it will turn into a high traffic highway, so he has asked for a no left turn sign to be posted. He stated that he would like the Planning Commission to wait to see if a lawsuit goes through and to hold off on making the vacation decision.

Chair Crescibene closed the public hearing.

Commissioner Comments

- Commissioners wanted to know what the objection to a “no left turn” sign is.
Mr. Kellar, stated that it is still under consideration, but could be an enforcement issue. If not enforced it eventually will not be obeyed. Commissioners felt that if police don’t want to enforce it, it would be negligible, so that should not be an issue.
- Commissioners stated that they understand the resident’s frustration and wish there was more that could be done.
- Commissioners would like city staff to consider signage and a no left turn on Jefferson and one way for the alley. They feel there needs to be a remedy for the traffic impact to the residents.
- Commissioners stated they are glad it is conditionally based and trust that the ordinance will be appropriately recorded.

Commissioner Dowding moved to make the findings listed in Section VIII of the Planning Commission staff report dated April 13, 2015 and, based on those findings, recommend that City Council approve the Turney-Briggs Addition and Turney-Briggs First Subdivision – Vacation of Public Right-of-Way, subject to the conditions listed in Section IX, by adoption of an ordinance in the form attached hereto, as amended on the record; upon a second from **Commissioner McFall**, the motion passed with eight ayes and one nay.

Chair Crescibene called for a recess at 8:10 p.m.

Chair Crescibene called the meeting to order at 8:24 p.m.

3. Title 18 Code Enforcement Amendment - Section 1.28.070 Clarification – Authority to Issue Summons and Complaint

This is a public hearing on a legislative matter: a proposed amendment to Title 18 (the zoning code) of the Loveland Municipal Code; specifically, the amendment addresses the repeal of Section 18.68.045 (Title 18), the creation of Section 1.28.070 (Title 1), and the amendments of four various provisions to be consistent with the new Section 1.28.070. The Planning Commission's recommendation will be forwarded to the City Council for final action.

Mr. Vincent Junglas, Assistant City Attorney, explained the amendment is mainly a clarification of an issue for code enforcement officers. There is no substantial change to current practices. Summons and Complaints can be written by code enforcement without involving the police department. The standard process to issuing a Summons and Complaint is probable cause and acquiring an inspection warrant to enter the property. The limited commissioned code enforcement officer shall be considered a peace officer for purposes of issuing summonses into municipal court pursuant to Rule 204 of the Colorado Municipal Court Rules. Consolidating and clarifying such authority in Title 1 will establish a clear statement of authority to issue summonses into municipal court for purposes of enforcement actions.

Commissioner Questions

- What is the process when a complaint is made?

Code enforcement is called and a site visit is done, fact gathering with other neighbors and communication with the violator will take place prior to a summons and complaint ticket being written.

- How many letters are sent to a citizen?

Three actions are taken; the first is a warning letter called a Notice and Order, the second item sent is a Notice of Abatement, and the third action would be a Summons and Complaint. There will be no change in the maximum amount of notices that are sent.

- Who writes the summons now?

The code enforcement officer, but they will be changed to Peace Officers to be consistent with Rule 204. It doesn't change the process, it just clarifies it. Weapons would not be used of any type, no batons, cuffs, taser guns, etc. They do not have any arrest authority.

Mr. Paulsen indicated that code enforcement officers are non-confrontational. They try to work with the violator to help resolve the matter. They can only issue a summons limited to code compliance which is a Municipal Court violation and of a non-felony nature.

Commissioner Middleton moved to recommend that City Council approve the repeal of Section 18.68.045, the amendments of Section 18.68.040, Section 18.50.170, Section 12.44.050, Section 13.04.235, and the creation of Section 1.28.070 as specified in the draft ordinance identified as Exhibit A to the April 7th, 2015 memorandum, as amended on the record, upon a second by **Commissioner Meyers**, the motion was unanimously adopted.

4. Review and action concerning a resolution to City Council to seek direction certifying the Loveland Building Division as a Prequalified Building Department pursuant to section 22-32-124 C.R.S.

This resolution responds to the request made to staff by the Planning Commission on March 9, 2015 and further discussed on March 23rd.

Commissioner Forrest clarified that the school district still has the option to go with the state review or go with the City's review.

Discussion ensued regarding the resolution.

Commissioner Meyers made a motion to pass the resolution from the Planning Commission recommending that the city apply for and obtain prequalified building division status for provisions of building permit services to the school district within the State of Colorado and authorizing the city staff to investigate and take to City Council as a recommendation for action, upon a second by **Commissioner Dowding**, the motion was adopted with eight ayes and one nay.

ADJOURNMENT

Chair Crescibene adjourned the meeting at 9:25 p.m.

Approved by: _____
John Crescibene, Planning Commission Chair

Beverly Walker, Planning Commission Secretary



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: 7
MEETING DATE: 5/5/2015
TO: City Council
FROM: Ken Cooper, Public Works
PRESENTER: Mark Miller, Fire Chief

TITLE:

An Ordinance Authorizing the Sale of Real Property Located within the City of Loveland on Rossum Drive Pursuant to Section 4-7 of the City of Loveland Municipal Charter

RECOMMENDED CITY COUNCIL ACTION:

Conduct a public hearing and adopt the action as recommended.

OPTIONS:

1. Adopt the action as recommended.
2. Deny the action. Denial of this item would prevent the sale of the property.
3. Adopt a modified action. (specify in the motion)
4. Refer back to staff for further development and consideration. A contract has been signed. The contract timeline is attached. The buyer's loan application deadline has already passed. If deadlines are missed, it may give the buyer an opportunity to withdraw.

SUMMARY:

This is an administrative action and public hearing on first reading regarding the sale of City property on Rossum Drive for \$135,000. The City of Loveland owns 1.83 acres on Rossum Drive located near 1220 Rossum Drive along West Highway 34. The property was purchased in 2002 for \$230,000 with fire capital expansion fees for a future station location. In Fire's judgment, the property is not the appropriate location for a new station. The buyer, Shannon Jaeger, is proposing to combine this property with an adjoining property to build a senior living facility. The proposed facility is intended to serve seniors that can live independently with limited health care services.

BUDGET IMPACT:

☒ Positive

☐ Negative

☐ Neutral or negligible

\$135,000 on the sale of the land would be deposited to the Fire Capital Expansion Fee Fund that originally purchased the property November 13, 2002.

BACKGROUND:

The Rossum property was originally purchased for a future fire station, but the path of development in the City has made the property less desirable. The station location analysis completed after the last Insurance Service Office evaluation suggested that the Loveland community needed a fire station to address the development that has occurred to the northwest of the community. The analysis identified the most appropriate service location as the area around West 29th street; and LFRA worked with the Mehaffey's to make the new Station 2 location (3070 West 29th Street) a reality. In addition to the development trends, topography (ravine) of the property and highway access challenges make the Rossum Drive property less optimal for fire station development. Therefore, the decision was made three years ago to list the property for sale at \$150,000. There have been three offers on the property in that time that have not been viable for a number of reasons relating to many similar challenges that LFRA would have in developing the site (access, topography, flood/drainage considerations, etc.).

While the price is less than the original purchase price, the development market has changed significantly since 2002. While the market trends over the past 2-3 years are generally positive, the information we have received from our real estate professional has indicated that two major factors are having a significant influence on the market value for raw land: the cost of raw water and development costs. From a raw water standpoint, Colorado Big Thompson water shares have gone from approximately \$8,000 a unit in 2005 to \$26,500 a unit in 2015. During this same time the City has increased its cash in lieu water price in accordance with such increase in raw water pricing. Secondly, the land development costs for residential development have generally doubled (approximately \$25,000 to \$50,000) during that same time. At peak development in the community the comparable sales values for raw residential development land were \$30,000 - \$40,000 an acre. The current comparable sales values are at \$15,000 - \$20,000 an acre. While the market has shown significant improvement in terms of the absorption of existing developed lots, the value of the finished lots in the market are not adequate to offset the significant cost increases discussed above. As a result, the value of raw land has not appreciated in the same way that other types of properties have since the end of the recession as that is the one input to the development equation that the developer can still control. Instead these increased costs are being absorbed in the transaction by reducing the value of the land.

An initial offer was made on the property; the City rejected the offer and countered with a higher sales price than the offer. The counter offer was accepted for \$135,000.

The buyer, Shannon Jaeger, is trying to meet a need in the community based on personal experience with trying to find the appropriate balance between independent living and professional support for an elderly family member. They found a gap in this market between independent retirement community living and assisted living. The City property along with at

least 2 adjacent properties creates a development opportunity that could not exist if the City property were considered by itself. The buyer intend to rezone all properties in the plan at the same time. Their preliminary plans include 6 duplex units and 2 single family units that would be available for lease.

Given the information we have available to us today, this sales price seems reasonable. The property is scheduled to close in September.

REVIEWED BY CITY MANAGER:



LIST OF ATTACHMENTS:

Ordinance with Exhibit A (legal description) and Exhibit B (purchase/sales contract)

FIRST READING May 5, 2015

SECOND READING _____

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE SALE OF REAL PROPERTY
LOCATED WITHIN THE CITY OF LOVELAND ON ROSSUM DRIVE
PURSUANT TO SECTION 4-7 OF THE CITY OF LOVELAND
MUNICIPAL CHARTER**

WHEREAS, the City of Loveland is the owner of certain real property located on Rossum Drive legally described as set forth in Exhibit A, attached hereto and incorporated by reference (the “Property”); and

WHEREAS, the City purchased the Property for fire protection and emergency services, but decided against using the Property because of site development issues such as access, topography and flood drainage issues;

WHEREAS, the City further determined that a more suitable location for a fire station would be in northwest area of the City to provide better coverage based on the development and, in 2014, constructed a fire station at 3070 West 29th Street; and

WHEREAS, the Property is not needed for any City governmental purpose, and the sale may provide with City with an opportunity to have a developer fill a gap in community services for senior independent living housing with limited health care services; and

WHEREAS, the City desires to sell the Property to Shannon R. Jaeger for One Hundred Thirty-five Thousand Dollars (\$135,000) on the terms and conditions set forth in the “Contract to Buy and Sell Real Estate,” attached hereto as Exhibit B and incorporated by reference (“Contract”); and

WHEREAS, pursuant to Section 4-7 of the City of Loveland Municipal Charter, the City Council must act by ordinance to approve the transfer of fee ownership in real property owned by the City.

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

Section 1. That the City Council hereby finds and determines that the Property is not needed for any City governmental purpose, and that the sale of the Property is in the best interest of the City of Loveland.

Section 2. That the City Manager is authorized to enter into the Contract and to execute all documents, the form of which shall be approved by the City Attorney, necessary to consummate the sale of the Property for the purchase price of One Hundred Thirty-five Thousand Dollars (\$135,000).

Section 3. That the City Manager is authorized, following consultation with the City Attorney, to approve changes to the form or substance of the Contract and all exhibits and documents related thereto as deemed necessary to effectuate the purposes of this Ordinance or to protect the interests of the City.

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

ADOPTED this ____ day of May, 2015.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



Assistant City Attorney

**EXHIBIT A
LEGAL DESCRIPTION**

A PORTION OF TRACT Q, MARIANA THIRD ADDITION TO THE CITY OF LOVELAND, COUNTY OF LARIMER, STATE OF COLORADO, SITUATE IN THE NW 1/4 OF THE NE 1/4 OF SECTION 17, TOWNSHIP 5 NORTH, RANGE 69 WEST OF THE 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE EAST LINE OF SAID NW 1/4 OF THE NE 1/4 OF SECTION 17 AS BEARING S 00° 47' 46" W ACCORDING TO THE PLAT OF MARIANA THIRD ADDITION TO THE CITY OF LOVELAND, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO: COMMENCING AT THE NE CORNER OF THE NW 1/4 OF THE NE 1/4 OF SAID SECTION 17; THENCE S 00° 47' 46" W ALONG THE EAST LINE OF THE NW 1/4 OF THE NE 1/4 OF SECTION 17 A DISTANCE OF 50.00 FEET TO THE NE CORNER OF SAID TRACT Q; THENCE S 00° 47' 46" W ALONG THE EAST LINE OF THE NW 1/4 OF THE NE 1/4 OF SECTION 17 A DISTANCE OF 355.09 FEET TO THE POINT OF BEGINNING; THENCE S 00° 47' 46" W ALONG THE EAST LINE OF THE NW 1/4 OF THE NE 1/4 OF SECTION 17 A DISTANCE OF 297.95 FEET; THENCE N 71° 08' 47" W A DISTANCE OF 372.82 FEET TO THE EAST RIGHT OF WAY LINE OF ROSSUM DRIVE; THENCE N 23° 10' 00" E ALONG THE EAST RIGHT OF WAY LINE OF ROSSUM DRIVE A DISTANCE OF 74.67 FEET; THENCE ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 230.00 FEET, A CENTRAL ANGLE OF 29° 14' 35", AND AN ARC LENGTH OF 117.39 FEET, THE CHORD OF SAID ARC BEARS N 08° 32' 43" E A DISTANCE OF 116.12 FEET; THENCE S 88° 53' 11" E A DISTANCE OF 310.38 FEET TO THE POINT OF BEGINNING.



Loveland Commercial, LLC
 1043 Eagle Drive Loveland, CO 80537
 Nathan Klein Partner/Broker Associate
 Ph: 970-667-7000 Fax: 970-635-2514

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
 (CB54-8-13) (Mandatory 1-14)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

**CONTRACT TO BUY AND SELL REAL ESTATE
 (LAND)**

☒ **Property with No Residences)**
☐ **Property with Residences-Residential Addendum Attached)**

Date: 3/13/2015

AGREEMENT

1. AGREEMENT. Buyer, identified in § 2.1, agrees to buy, and Seller, identified in § 2.3, agrees to sell, the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer. Buyer, Shannon R. Jaeger, will take title to the Property described below as

☐ Joint Tenants ☐ Tenants In Common ☒ Other Entity to be created prior to Closing.

2.2. Assignability and Inurement. This Contract ☒ Is ☐ Is Not assignable by Buyer without Seller's prior written consent. Except as so restricted, this Contract inures to the benefit of and is binding upon the heirs, personal representatives, successors and assigns of the parties.

2.3. Seller. Seller, City of Loveland, Colorado, a Municipal Corporation, is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of Larimer, Colorado:

PORTION OF TRACT Q, MARIANA 3RD ADDITION TO CITY OF LOVELAND. IN NW 1/4 NE 1/4 OF 17-5-69. COM AT NE COR OF NW1/4 OF NE 1/4 SD SEC; TH S 00 47' 46" W 50 FT TO NE COR SD TR Q; S 00 47' 46" W 355.09 FT TPOB; TH S 00 47' 46" W 297.95 FT; N 71 08' 47" W 372.82 FT TO E R/W LN OF ROSSUM DR; TH N 23 10' 00" E 74.67 FT; TH ALG CUR L RAD 230 FT, C/A 29 14' 35", ARC LEN 117.39 FT, CHORD N 08 32' 43" E 116.12 FT; TH S 88 53' 11" E 310.38 FT TPOB. (SPLIT FROM 9517106004).

known as No. TBD Rossum Dr. Loveland CO 80537,

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto, and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. Inclusions. The Purchase Price includes the following items (Inclusions):

2.5.1. Fixtures. All fixtures attached to the Property on the date of this Contract.

Other Fixtures: None

If any fixtures are attached to the Property after the date of this Contract, such additional fixtures are also included in the Purchase Price.

2.5.2. Personal Property. If on the Property, whether attached or not, on the date of this Contract, the following items are included: None

Other Personal Property:

n/a

The Personal Property to be conveyed at Closing must be conveyed by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except n/a. Conveyance will be by bill of sale or other applicable legal instrument.

2.5.3. Trade Fixtures: With respect to trade fixtures, Seller and Buyer agree as follows:

None

The Trade Fixtures to be conveyed at Closing will be conveyed by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except n/a. Conveyance will be by bill of sale or other applicable legal instrument.

2.6. Exclusions. The following items are excluded (Exclusions): n/a

2.7. Water Rights, Well Rights, Water and Sewer Taps.

☐ 2.7.1. Deeded Water Rights. The following legally described water rights:

None

Any deeded water rights will be conveyed by a good and sufficient n/a deed at Closing.

☐ 2.7.2. Other Rights Relating to Water. The following rights relating to water not included in §§ 2.7.1, 2.7.3, 2.7.4 and 2.7.5, will be transferred to Buyer at Closing: None

☐ 2.7.3. Well Rights. Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is n/a.

☐ 2.7.4. Water Stock Certificates: The water stock certificates to be transferred at Closing are as follows: n/a

2.7.5. Water and Sewer Taps. Note: Buyer is advised to obtain, from the provider, written confirmation of the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.

2.7.6. Conveyance. If Buyer is to receive any rights to water pursuant to § 2.7.2 (Other Rights Relating to Water), § 2.7.3 (Well Rights), or § 2.7.4 (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

2.8. Growing Crops. With respect to growing crops, Seller and Buyer agree as follows:

n/a

3. DATES AND DEADLINES.

Item No.	Reference	Event	Date or Deadline
1	§ 4.3	Alternative Earnest Money Deadline	2 Days After MEC
		Title	
2	§ 8.1	Record Title Deadline	10 Days After MEC
3	§ 8.2	Record Title Objection Deadline	45 Days After MEC
4	§ 8.3	Off-Record Title Deadline	10 Days After MEC
5	§ 8.3	Off-Record Title Objection Deadline	45 Days After MEC
6	§ 8.4	Title Resolution Deadline	50 Days After MEC
7	§ 8.6	Right of First Refusal Deadline	n/a
		Owners' Association	
8	§ 7.3	Association Documents Deadline	n/a
9	§ 7.4	Association Documents Objection Deadline	n/a
		Seller's Property Disclosure	
10	§ 10.1	Seller's Property Disclosure Deadline	10 Days After MEC
		Loan and Credit	
11	§ 5.1	Loan Application Deadline	7 Days After MEC
12	§ 5.2	Loan Objection Deadline	120 Days After MEC
13	§ 5.3	Buyer's Credit Information Deadline	n/a
14	§ 5.3	Disapproval of Buyer's Credit Information Deadline	n/a
15	§ 5.4	Existing Loan Documents Deadline	n/a
16	§ 5.4	Existing Loan Documents Objection Deadline	n/a
17	§ 5.4	Loan Transfer Approval Deadline	n/a
18	§ 4.7	Seller or Private Financing Deadline	n/a
		Appraisal	
19	§ 6.2	Appraisal Deadline	75 Days After MEC
20	§ 6.2	Appraisal Objection Deadline	80 Days After MEC
		Survey	
21	§ 9.1	Current Survey Deadline	60 Days After MEC

22	§ 9.2	Current Survey Objection Deadline	75 Days After MEC	
23	§ 9.2	Current Survey Resolution Deadline	90 Days After MEC	
Inspection and Due Diligence				
24	§ 10.2	Inspection Objection Deadline	120 Days After MEC	
25	§ 10.3	Inspection Resolution Deadline	130 Days After MEC	
26	§ 10.5	Property Insurance Objection Deadline	90 Days After MEC	
27	§ 10.6	Due Diligence Documents Delivery Deadline	10 Days After MEC	
28	§ 10.6	Due Diligence Documents Objection Deadline	120 Days After MEC	
29	§ 10.6	Due Diligence Documents Resolution Deadline	130 Days After MEC	
30	§ 10.6	Environmental Inspection Objection Deadline	90 Days After MEC	
31	§ 10.6	ADA Evaluation Objection Deadline	n/a	
32	§ 10.7	Conditional Sale Deadline	n/a	
33	§ 11.1	Tenant Estoppel Statements Deadline	n/a	
34	§ 11.2	Tenant Estoppel Statements Objection Deadline	n/a	
Closing and Possession				
35	§ 12.3	Closing Date	See Section 30.1	
36	§ 17	Possession Date	Date of Closing	
37	§ 17	Possession Time	Delivery of Deed	
38	§ 28	Acceptance Deadline Date	3/18/2015	Wednesday
39	§ 28	Acceptance Deadline Time	5:00 PM MST	
40	n/a	n/a	n/a	
41	n/a	n/a	n/a	

3.1. **Applicability of Terms.** Any box checked in this Contract means the corresponding provision applies. Any box, blank or line in this Contract left blank or completed with the abbreviation "N/A", or the word "Deleted" means such provision, including any deadline, is not applicable and the corresponding provision of this Contract to which reference is made is deleted.

The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract.

4. PURCHASE PRICE AND TERMS.

4.1. **Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	\$135,000.00	
2	§ 4.3	Earnest Money		\$2,500.00
3	§ 4.5	New Loan		\$85,000.00
4	§ 4.6	Assumption Balance		
5	§ 4.7	Private Financing		
6	§ 4.7	Seller Financing		
7	n/a	n/a		
8	n/a	n/a		
9	§ 4.4	Cash at Closing		\$47,500.00
10		TOTAL	\$135,000.00	\$135,000.00

4.2. **Seller Concession.** Seller, at Closing, will credit, as directed by Buyer, an amount of \$ n/a to assist with any or all of the following: Buyer's closing costs, (Seller Concession). Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract. Seller Concession will be reduced to the extent it exceeds the aggregate of what is allowed by Buyer's lender as set forth in the Closing Statement, Closing Disclosure or HUD-1, at Closing.

4.3. **Earnest Money.** The Earnest Money set forth in this section, in the form of Check or good funds, will be payable to and held by Land Title Guaranty Company (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** (§ 3) for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest

Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

4.3.1. Alternative Earnest Money Deadline. The deadline for delivering the Earnest Money, if other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline** (§ 3).

4.3.2. Return of Earnest Money. If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 25 and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of Seller's receipt of such form.

4.4. Form of Funds; Time of Payment; Available Funds.

4.4.1. Good Funds. All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

4.4.2. Time of Payment; Available Funds. All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT.** Buyer represents that Buyer, as of the date of this Contract, ☒ Does ☐ Does Not have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

4.5. New Loan.

4.5.1. Buyer to Pay Loan Costs. Buyer, except as provided in § 4.2, if applicable, must timely pay Buyer's loan costs, loan discount points, prepaid items and loan origination fees, as required by lender.

4.5.2. Buyer May Select Financing. Buyer may pay in cash or select financing appropriate and acceptable to Buyer, including a different loan than initially sought, except as restricted in § 4.5.3 or § 30 (Additional Provisions).

4.5.3. Loan Limitations. Buyer may purchase the Property using any of the following types of loans: ☒ Conventional ☒ Other **Private**.

4.6. Assumption. (Omitted as inapplicable)

4.7. Seller or Private Financing. (Omitted as inapplicable)

**TRANSACTION
PROVISIONS**

5. FINANCING CONDITIONS AND OBLIGATIONS.

5.1. Loan Application. If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable by such lender, on or before **Loan Application Deadline** (§ 3) and exercise reasonable efforts to obtain such loan or approval.

5.2. Loan Objection. If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the New Loan is satisfactory to Buyer, including its availability, payments, interest rate, terms, conditions, and cost of such New Loan. This condition is for the sole benefit of Buyer. Buyer has the Right to Terminate under § 25.1, on or before **Loan Objection Deadline** (§ 3), if the New Loan is not satisfactory to Buyer, in Buyer's sole subjective discretion. **IF SELLER IS NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S EARNEST MONEY WILL BE NONREFUNDABLE**, except as otherwise provided in this Contract (e.g., Appraisal, Title, Survey).

5.3. Credit Information. If an existing loan is not to be released at Closing, this Contract is conditional (for the sole benefit of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be at Seller's sole subjective discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline** (§ 3), at Buyer's expense, information and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller must be held by Seller in confidence, and not released to others except to protect Seller's interest in this transaction. If the Cash at Closing is less than as set forth in § 4.1 of this Contract, Seller has the Right to Terminate under § 25.1, on or before Closing. If Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to Terminate under § 25.1, on or before **Disapproval of Buyer's Credit Information Deadline** (§ 3).

5.4. Existing Loan Review. If an existing loan is not to be released at Closing, Seller must deliver copies of the loan documents (including note, deed of trust, and any modifications) to Buyer by **Existing Loan**

Documents Deadline (§ 3). For the sole benefit of Buyer, this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to terminate under § 25.1, on or before **Existing Loan Documents Objection Deadline (§ 3)**, based on any unsatisfactory provision of such loan documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is conditional upon Buyer's obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's approval is not obtained by **Loan Transfer Approval Deadline (§ 3)**, this Contract will terminate on such deadline. Seller has the Right to Terminate under § 25.1, on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.

6. APPRAISAL PROVISIONS.

6.1. Lender Property Requirements. If the lender imposes any requirements or repairs (Requirements) to be made to the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, Seller has the Right to Terminate under § 25.1, (notwithstanding § 10 of this Contract), on or before three days following Seller's receipt of the Requirements, based on any unsatisfactory Requirements, in Seller's sole subjective discretion. Seller's Right to Terminate in this § 6.1 does not apply if, on or before any termination by Seller pursuant to this § 6.1: (1) the parties enter into a written agreement regarding the Requirements; or (2) the Requirements have been completed; or (3) the satisfaction of the Requirements is waived in writing by Buyer.

6.2. Appraisal Condition. The applicable Appraisal provision set forth below applies to the respective loan type set forth in § 4.5.3, or if a cash transaction, (i.e. no financing), § 6.2.1 applies.

6.2.1. Conventional/Other. Buyer has the sole option and election to terminate this Contract if the Property's valuation, determined by an appraiser engaged on behalf of Buyer is less than the Purchase Price. The appraisal must be received by Buyer or Buyer's lender on or before **Appraisal Deadline (§ 3)**. Buyer has the Right to Terminate under § 25.1, on or before **Appraisal Objection Deadline (§ 3)**, if the Property's valuation is less than the Purchase Price and Seller's receipt of either a copy of such appraisal or written notice from lender that confirms the Property's valuation is less than the Purchase Price. This § 6.2.1 is for the sole benefit of Buyer.

6.3. Cost of Appraisal. Cost of any appraisal to be obtained after the date of this Contract must be timely paid by ☒ Buyer ☐ Seller. The cost of the appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's agent or all three.

7. OWNERS' ASSOCIATIONS. This Section is applicable if the Property is located within a Common Interest Community and subject to such declaration.

7.1. Owners' Association Documents. Owners' Association Documents (Association Documents) consist of the following:

7.1.1. All Owners' Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements, rules and regulations, party wall agreements;

7.1.2. Minutes of most recent annual owners' meeting;

7.1.3. Minutes of any directors' or managers' meetings during the six-month period immediately preceding the date of this Contract. If none of the preceding minutes exist, then the most recent minutes, if any (§§ 7.1.1, 7.1.2 and 7.1.3, collectively, Governing Documents); and

7.1.4. The most recent financial documents which consist of: (1) annual and most recent balance sheet, (2) annual and most recent income and expenditures statement, (3) annual budget, (4) reserve study, and (5) notice of unpaid assessments, if any (collectively, Financial Documents).

7.2. Common Interest Community Disclosure. **THE PROPERTY IS LOCATED WITHIN A COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR SUCH COMMUNITY. THE OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS, AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE ASSOCIATION.**

7.3. Association Documents to Buyer.

☐ **7.3.1. Seller to Provide Association Documents.** Seller will cause the Association Documents to be provided to Buyer, at Seller's expense, on or before **Association Documents Deadline (§ 3)**.

☐ **7.3.2. Seller Authorizes Association.** Seller authorizes the Association to provide the Association Documents to Buyer, at Seller's expense.

7.3.3. Seller's Obligation. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt of the Association Documents, regardless of who provides such documents.

Note: If neither box in this § 7.3 is checked, the provisions of § 7.3.1 apply.

7.4. Conditional on Buyer's Review. Buyer has the right to review the Association Documents. Buyer has the Right to Terminate under § 25.1, on or before **Association Documents Objection Deadline** (§ 3), based on any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after **Association Documents Deadline** (§ 3), Buyer, at Buyer's option, has the Right to Terminate under § 25.1 by Buyer's Notice to Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date** (§ 3), Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory, and Buyer waives any Right to Terminate under this provision, notwithstanding the provisions of § 8.6. (Right of First Refusal or Contract Approval).

8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.

8.1. Evidence of Record Title.

☒ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline** (§ 3), Seller must furnish to Buyer, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price, or if this box is checked, ☐ an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as practicable at or after Closing.

☐ **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline** (§ 3), Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price. If neither box in § 8.1.1 or § 8.1.2 is checked, § 8.1.1 applies.

8.1.3. Owner's Extended Coverage (OEC). The Title Commitment ☒ **Will** ☐ **Will Not** commit to delete or insure over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap period (effective date of commitment to date deed is recorded), and (6) unpaid taxes, assessments and unredeemed tax sales prior to the year of Closing (OEC). If the title insurance company agrees to provide an endorsement for OEC, any additional premium expense to obtain an endorsement for OEC will be paid by ☐ Buyer ☒ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ Other *n/a*.

Note: The title insurance company may not agree to delete or insure over any or all of the standard exceptions.

8.1.4. Title Documents. Title Documents consist of the following: (1) copies of any plats, declarations, covenants, conditions and restrictions burdening the Property, and (2) copies of any other documents (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title Documents).

8.1.5. Copies of Title Documents. Buyer must receive, on or before **Record Title Deadline** (§ 3), copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the party or parties obligated to pay for the owner's title insurance policy.

8.1.6. Existing Abstracts of Title. Seller must deliver to Buyer copies of any abstracts of title covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline** (§ 3).

8.2. Record Title. Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the Title Documents, as set forth in § 8.4 (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline** (§ 3). Buyer's objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer, on or before the **Record Title Deadline** (§ 3), or if there is an endorsement to the Title Commitment that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection, pursuant to this § 8.2 (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.4 (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's

obligations, if any, to deliver to Buyer all documents required by § 8.1 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

8.3. Off—Record Title. Seller must deliver to Buyer, on or before **Off-Record Title Deadline** (§ 3), true copies of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without limitation, governmental improvements approved, but not yet installed) or other title matters (including, without limitation, rights of first refusal and options) not shown by public records, of which Seller has actual knowledge (Off-Record Matters). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2 and § 13), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline** (§ 3). If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline** (§ 3), Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3 (Off-Record Title), any title objection by Buyer and this Contract are governed by the provisions set forth in § 8.4 (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such rights, if any, of third parties of which Buyer has actual knowledge.

8.4. Right to Object to Title, Resolution. Buyer's right to object to any title matters includes, but is not limited to those matters set forth in §§ 8.2 (Record Title), 8.3 (Off-Record Title) and 13 (Transfer of Title), in Buyer's sole subjective discretion. If Buyer objects to any title matter, on or before the applicable deadline, Buyer has the following options:

8.4.1. Title Objection, Resolution. If Seller receives Buyer's written notice objecting to any title matter (Notice of Title Objection) on or before the applicable deadline, and if Buyer and Seller have not agreed to a written settlement thereof on or before **Title Resolution Deadline** (§ 3), this Contract will terminate on the expiration of **Title Resolution Deadline** (§ 3), unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline** (§ 3). If either the Record Title Deadline or the Off-Record Title Deadline, or both, are extended to the earlier of Closing or ten days after receipt of the applicable documents by Buyer, pursuant to § 8.2 (Record Title) or § 8.3 (Off-Record Title), the Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the applicable documents; or

8.4.2. Title Objection, Right to Terminate. Buyer may exercise the Right to Terminate under § 25.1, on or before the applicable deadline, based on any unsatisfactory title matter, in Buyer's sole subjective discretion.

8.5. Special Taxing Districts. SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY, AND BY OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.

Buyer has the Right to Terminate under § 25.1, on or before **Off-Record Title Objection Deadline** (§ 3), based on any unsatisfactory effect of the Property being located within a special taxing district, in Buyer's sole subjective discretion.

8.6. Right of First Refusal or Contract Approval. If there is a right of first refusal on the Property or a right to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of such right. If the holder of the right of first refusal exercises such right or the holder of a right to approve disapproves this Contract, this Contract will terminate. If the right of first refusal is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in writing of the foregoing. If expiration or waiver of the right of first refusal or approval of this Contract has not occurred on or before **Right of First Refusal Deadline** (§ 3), this Contract will then terminate.

8.7. Title Advisory. The Title Documents affect the title, ownership and use of the Property and should be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property, and various laws and governmental regulations concerning land use, development and environmental matters. **The surface estate may be owned separately**

from the underlying mineral estate, and transfer of the surface estate does not necessarily include transfer of the mineral rights or water rights. Third parties may hold interests in oil, gas, other minerals, geothermal energy or water on or under the Property, which interests may give them rights to enter and use the Property. Such matters, and others, may be excluded from or not covered by the owner's title insurance policy. Buyer is advised to timely consult legal counsel with respect to all such matters as there are strict time limits provided in this Contract [e.g., Record Title Objection Deadline (§ 3) and Off-Record Title Objection Deadline (§ 3)].

9. CURRENT SURVEY REVIEW.

9.1. Current Survey Conditions. If the box in § 9.1.1 or § 9.1.2 is checked, Buyer, the issuer of the Title Commitment or the provider of the opinion of title if an Abstract of Title, and n/a will receive Improvement Location Certificate, Improvement Survey Plat or other form of survey set forth in § 9.1.2 (collectively, Current Survey), on or before Current Survey Deadline (§ 3). The Current Survey will be certified by the surveyor to all those who are to receive the Current Survey.

☐ **9.1.1. Improvement Location Certificate.** If the box in this § 9.1.1 is checked, ☐ Seller ☐ Buyer will order or provide, and pay, on or before Closing, the cost of an Improvement Location Certificate.

☒ **9.1.2. Other Survey.** If the box in this § 9.1.2 is checked, a Current Survey, other than an Improvement Location Certificate, will be an ☐ Improvement Survey Plat or ☒ ALTA Survey. The parties agree that payment of the cost of the Current Survey and obligation to order or provide the Current Survey as follows: Buyer shall order and pay for any surveys required by the Title Company in order to provide the Owner's Extended Coverage insurance or as required to rezone the Property as described in Section 30.1 below.

9.2. Current Survey Objection. Buyer has the right to review and object to the Current Survey. If the Current Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may, on or before Current Survey Objection Deadline (§ 3), notwithstanding § 8.3 or § 13:

9.2.1. Notice to Terminate. Notify Seller in writing that this Contract is terminated; or

9.2.2. Current Survey Objection. Deliver to Seller a written description of any matter that was to be shown or is shown in the Current Survey that is unsatisfactory and that Buyer requires Seller to correct.

9.3. Current Survey Resolution. If a Current Survey Objection is received by Seller, on or before Current Survey Objection Deadline (§ 3), and if Buyer and Seller have not agreed in writing to a settlement thereof on or before Current Survey Resolution Deadline (§ 3), this Contract will terminate on the Current Survey Resolution Deadline (§ 3), unless Seller receives Buyer's written withdrawal of the Current Survey Objection before such termination, i.e., on or before expiration of Current Survey Resolution Deadline (§ 3).

DISCLOSURE, INSPECTION AND DUE DILIGENCE

10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF WATER.

10.1. Seller's Property Disclosure. On or before Seller's Property Disclosure Deadline (§ 3), Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to Seller's actual knowledge, current as of the date of this Contract.

10.2. Inspection Objection. Unless otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property to Buyer in an "as is" condition, "where is" and "with all faults." Colorado law requires that Seller disclose to Buyer any latent defects actually known by Seller. Disclosure of latent defects must be in writing. Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before Inspection Objection Deadline (§ 3):

10.2.1. Notice to Terminate. Notify Seller in writing that this Contract is terminated; or

10.2.2. Inspection Objection. Deliver to Seller a written description of any unsatisfactory physical condition that Buyer requires Seller to correct.

10.3. Inspection Resolution. If an Inspection Objection is received by Seller, on or before Inspection Objection Deadline (§ 3) and if Buyer and Seller have not agreed in writing to a settlement thereof on or before Inspection Resolution Deadline (§ 3), this Contract will terminate on Inspection Resolution Deadline (§ 3) unless Seller receives Buyer's written withdrawal of the Inspection Objection before such termination, i.e., on or before expiration of Inspection Resolution Deadline (§ 3).

10.4. Damage, Liens and Indemnity. Buyer, except as otherwise provided in this Contract or other

written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any such liability, damage, cost or expense, or to enforce this section, including Seller's reasonable attorney fees, legal fees and expenses. The provisions of this section survive the termination of this Contract. This § 10.4 does not apply to items performed pursuant to an Inspection Resolution.

10.5. Insurability. Buyer has the right to review and object to the availability, terms and conditions of and premium for property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or before **Property Insurance Objection Deadline** (§ 3), based on any unsatisfactory provision of the Property Insurance, in Buyer's sole subjective discretion.

10.6. Due Diligence.

10.6.1. Due Diligence Documents. If the respective box is checked, Seller agrees to deliver copies of the following documents and information pertaining to the Property (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery Deadline**(§ 3):

- ☐ **10.6.1.1.** All contracts relating to the operation, maintenance and management of the Property;
- ☐ **10.6.1.2.** Property tax bills for the last years;
- ☐ **10.6.1.3.** As-built construction plans to the Property and the tenant improvements, including architectural, electrical, mechanical, and structural systems, engineering reports, and permanent Certificates of Occupancy, to the extent now available;
- ☐ **10.6.1.4.** A list of all Inclusions to be conveyed to Buyer;
- ☐ **10.6.1.5.** Operating statements for the past years;
- ☐ **10.6.1.6.** A rent roll accurate and correct to the date of this Contract;
- ☐ **10.6.1.7.** All current leases, including any amendments or other occupancy agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing are as follows (Leases): None
- ☐ **10.6.1.8.** A schedule of any tenant improvement work Seller is obligated to complete but has not yet been completed and capital improvement work either scheduled or in process on the date of this Contract;
- ☐ **10.6.1.9.** All insurance policies pertaining to the Property and copies of any claims which have been made for the past n/a years;
- ☒ **10.6.1.10.** Soils reports, Surveys and engineering reports or data pertaining to the Property (if not delivered earlier under § 8.3);
- ☒ **10.6.1.11.** Any and all existing documentation and reports regarding Phase I and II environmental reports, letters, test results, advisories, and similar documents respective to the existence or nonexistence of asbestos, PCB transformers, or other toxic hazardous or contaminated substances, and/or underground storage tanks and/or radon gas. If no reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to Seller;
- ☐ **10.6.1.12.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the Property with said Act;
- ☐ **10.6.1.13.** All permits, licenses and other building or use authorizations issued by any governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and
- ☒ **10.6.1.14.** Other documents and information:

Any documents related to the Property in Seller's actual possession.

10.6.2. Due Diligence Documents Review and Objection. Buyer has the right to review and object to Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory in Buyer's sole subjective discretion, Buyer, may, on or before **Due Diligence Documents Objection Deadline** (§ 3):

- 10.6.2.1. Notice to Terminate.** Notify Seller in writing that this Contract is terminated; or
- 10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

10.6.3. Due Diligence Documents Resolution. If a Due Diligence Documents Objection is received by Seller, on or before **Due Diligence Documents Objection Deadline** (§ 3), and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline** (§ 3), this Contract will terminate on **Due Diligence Documents Resolution Deadline** (§ 3) unless Seller receives Buyer's written withdrawal of the Due Diligences Document Objection before such termination, i.e., on or before expiration of **Due Diligence Documents Resolution Deadline** (§ 3).

10.6.4. Zoning. Buyer has the Right to Terminate under § 25.1, on or before **Due Diligence Documents Objection Deadline** (§ 3), based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.

10.6.5. Due Diligence – Environmental, ADA. Buyer has the right to obtain environmental inspections of the Property including Phase I and Phase II Environmental Site Assessments, as applicable. ☐ Seller ☒ Buyer will order or provide ☒ **Phase I Environmental Site Assessment**, ☐ **Phase II Environmental Site Assessment** (compliant with ASTM E1527-05 standard practices for Environmental Site Assessments) and/or ☐ **n/a**, at the expense of ☐ Seller ☒ Buyer (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property, if any.

If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental Inspection Objection Deadline** (§ 3) will be extended by **45** days (Extended Environmental Inspection Objection Deadline) and if such Extended Environmental Inspection Objection Deadline extends beyond the **Closing Date** (§ 3), the **Closing Date** (§ 3) will be extended a like period of time. In such event, ☐ Seller ☒ Buyer must pay the cost for such Phase II Environmental Site Assessment.

Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.5, Buyer has the Right to Terminate under § 25.1, on or before **Environmental Inspection Objection Deadline** (§ 3), or if applicable the Extended Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.

Buyer has the Right to Terminate under § 25.1, on or before **ADA Evaluation Objection Deadline** (§ 3), based on any unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

10.7. Conditional Upon Sale of Property. This Contract is conditional upon the sale and closing of that certain property owned by Buyer and commonly known as **n/a**. Buyer has the Right to Terminate under § 25.1 effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** (§ 3) if such property is not sold and closed by such deadline. This § 10.7 is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline** (§ 3), Buyer waives any Right to Terminate under this provision.

10.8. Source of Potable Water (Residential Land and Residential Improvements Only). Buyer ☐ Does ☒ Does Not acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for the Property. Buyer ☐ Does ☒ Does Not acknowledge receipt of a copy of the current well permit. ☒ There is No Well.

Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.

10.9. Existing Leases; Modification of Existing Leases; New Leases. Seller states that none of the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed.

11. TENANT ESTOPPEL STATEMENTS.

11.1. Tenant Estoppel Statements Conditions. Buyer has the right to review and object to any Estoppel Statements. Seller must obtain and deliver to Buyer on or before **Tenant Estoppel Statements Deadline** (§ 3), statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease stating:

11.1.1. The commencement date of the Lease and scheduled termination date of the Lease;

11.1.2. That said Lease is in full force and effect and that there have been no subsequent modifications or amendments;

11.1.3. The amount of any advance rentals paid, rent concessions given, and deposits paid to Seller;

11.1.4. The amount of monthly (or other applicable period) rental paid to Seller;

11.1.5. That there is no default under the terms of said Lease by landlord or occupant; and

11.1.6. That the Lease to which the Estoppel is attached is a true, correct and complete copy of the Lease demising the premises it describes.

11.2. Tenant Estoppel Statements Objection. Buyer has the Right to Terminate under § 25.1, on or before **Tenant Estoppel Statements Objection Deadline** (§ 3), based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if Seller fails to deliver the Estoppel Statements on or before **Tenant Estoppel Statements Deadline** (§ 3). Buyer also has the unilateral right to waive any unsatisfactory Estoppel Statement.

CLOSING PROVISIONS

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

12.1. Closing Documents and Closing Information. Seller and Buyer will cooperate with the Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is obtaining a new loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a timely manner, all required loan documents and financial information concerning Buyer's new loan. Buyer and Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or before Closing.

12.2. Closing Instructions. Colorado Real Estate Commission's Closing Instructions ☒Are ☐Are Not executed with this Contract.

12.3. Closing. Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as the **Closing Date** (§ 3) or by mutual agreement at an earlier date. The hour and place of Closing will be as designated by mutual agreement of the parties.

12.4. Disclosure of Settlement Costs. Buyer and Seller acknowledge that costs, quality, and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

13. TRANSFER OF TITLE. Subject to tender of payment at Closing as required herein and compliance by Buyer with the other terms and provisions hereof, Seller must execute and deliver a good and sufficient Special Warranty deed to Buyer, at Closing, conveying the Property free and clear of all taxes except the general taxes for the year of Closing. Except as provided herein, title will be conveyed free and clear of all liens, including any governmental liens for special improvements installed as of the date of Buyer's signature hereon, whether assessed or not. Title will be conveyed subject to:

13.1. Those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with **Record Title** (§ 8.2),

13.2. Distribution utility easements (including cable TV),

13.3. Those specifically described rights of third parties not shown by the public records of which Buyer has actual knowledge and which were accepted by Buyer in accordance with **Off-Record Title** (§ 8.3) and **Current Survey Review** (§ 9),

13.4. Inclusion of the Property within any special taxing district,

13.5. Any special assessment if the improvements were not installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, and

13.6. Other n/a.

14. PAYMENT OF ENCUMBRANCES. Any encumbrance required to be paid will be paid at or before Closing from the proceeds of this transaction or from any other source.

15. CLOSING COSTS, CLOSING FEE, ASSOCIATION FEES AND TAXES.

15.1. Closing Costs. Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required to be paid at Closing, except as otherwise provided herein.

15.2. Closing Services Fee. The fee for real estate closing services must be paid at Closing by
☐ Buyer ☐ Seller ☒ One-Half by Buyer and One-Half by Seller
☐ Other n/a.

15.3. Status Letter and Record Change Fees. Any fees incident to the issuance of Association's statement of assessments (Status Letter) must be paid by ☐Buyer ☐Seller ☐One-Half by Buyer and One-Half by Seller ☒None. Any record change fee assessed by the Association including, but not limited to, ownership record transfer fees, regardless of name or title of such fee (Association's Record Change Fee) must be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒None.

15.4. Local Transfer Tax. ☐ The Local Transfer Tax of n/a % of the Purchase Price must be paid at Closing by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller. ☐None.

15.5. Private Transfer Fee. Private transfer fees and other fees due to a transfer of the Property, payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at Closing by ☐Buyer ☐Seller ☐One-Half by Buyer and One-Half by Seller ☒None. The Private Transfer fee, whether one or more, is for the following association(s): n/a in the total amount of % of the Purchase Price or \$.

15.6. Water Transfer Fees. The Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed \$ n/a for:

☐ Water Stock/Certificates ☐ Water District
☐ Augmentation Membership ☐ Small Domestic Water Company ☐ n/a and must be paid at Closing by ☐
 Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ None.

15.7. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be paid when due by ☐ Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ None.

16. PRORATIONS. The following will be prorated to the Closing Date (§ 3), except as otherwise provided:

16.1. Taxes. Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes for the year of Closing, based on ☐ Taxes for the Calendar Year Immediately Preceding Closing ☐ Most Recent Mill Levy and Most Recent Assessed Valuation, or ☐ Other None - the Property is not current a taxable Property.

16.2. Rents. Rents based on ☐ Rents Actually Received ☐ Accrued. At Closing, Seller will transfer or credit to Buyer the security deposits for all Leases assigned, or any remainder after lawful deductions, and notify all tenants in writing of such transfer and of the transferee's name and address. Seller must assign to Buyer all Leases in effect at Closing and Buyer must assume Seller's obligations under such Leases.

16.3. Association Assessments. Current regular Association assessments and dues (Association Assessments) paid in advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special assessment assessed prior to Closing Date (§ 3) by the Association will be the obligation of ☐ Buyer ☐ Seller. Except however, any special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller. Seller represents that the Association Assessments are currently payable at approximately \$ n/a per n/a and that there are no unpaid regular or special assessments against the Property except the current regular assessments and n/a. Such assessments are subject to change as provided in the Governing Documents. Seller agrees to promptly request the Association to deliver to Buyer before Closing Date (§ 3) a current Status Letter.

16.4. Other Prorations. Water and sewer charges, propane, interest on continuing loan, and Any other customary prorations.

16.5. Final Settlement. Unless otherwise agreed in writing, these prorations are final.

17. POSSESSION. Possession of the Property will be delivered to Buyer on Possession Date (§ 3) at Possession Time (§ 3), subject to the Leases as set forth in § 10.6.1.7.
None

If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally liable to Buyer for payment of \$ 100.00 per day (or any part of a day notwithstanding § 18.1) from Possession Date (§ 3) and Possession Time (§ 3) until possession is delivered.

GENERAL PROVISIONS

18. DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.

18.1. Day. As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States Mountain Time (Standard or Daylight Savings as applicable).

18.2. Computation of Period of Days, Deadline. In computing a period of days, when the ending date is not specified, the first day is excluded and the last day is included (e.g., three days after MEC). If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline ☒ Will ☐ Will Not be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline will not be extended.

19. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND WALK—THROUGH. Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.

19.1. Causes of Loss, Insurance. In the event the Property or Inclusions are damaged by fire, other perils or causes of loss prior to Closing in an amount of not more than ten percent of the total Purchase Price (Property Damage), Seller is obligated to repair the same before Closing Date (§ 3). Buyer has the Right to Terminate under § 25.1, on or before Closing Date (§ 3), if the Property Damage is not repaired before Closing Date (§ 3) or if the damage exceeds such sum. Should Buyer elect to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from such damage to the Property and Inclusions, plus the amount of any deductible provided for in such insurance policy. Such credit must not exceed the Purchase Price. In the event Seller has not

received such insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** (§ 3) or, at the option of Buyer, Seller must assign such proceeds at Closing, plus credit Buyer the amount of any deductible provided for in such insurance policy, but not to exceed the total Purchase Price.

19.2. Damage, Inclusions and Services. Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service), e.g., heating or plumbing, fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 25.1, on or before **Closing Date** (§ 3), or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing. Seller and Buyer are aware of the existence of pre-owned home warranty programs that may be purchased and may cover the repair or replacement of such Inclusions.

19.3. Condemnation. In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 25.1, on or before **Closing Date** (§ 3), based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions but such credit will not include relocation benefits or expenses, or exceed the Purchase Price.

19.4. Walk-Through and Verification of Condition. Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

19.5. Risk of Loss — Growing Crops. The risk of loss for damage to growing crops by fire or other casualty will be borne by the party entitled to the growing crops as provided in § 2.8 and such party is entitled to such insurance proceeds or benefits for the growing crops.

20. RECOMMENDATION OF LEGAL AND TAX COUNSEL. By signing this Contract, Buyer and Seller acknowledge that the respective broker has advised that this Contract has important legal consequences and has recommended the examination of title and consultation with legal and tax or other counsel before signing this Contract.

21. TIME OF ESSENCE, DEFAULT AND REMEDIES. Time is of the essence hereof. If any note or check received as Earnest Money hereunder or any other payment due hereunder is not paid, honored or tendered when due, or if any obligation hereunder is not performed or waived as herein provided, the nondefaulting party has the following remedies:

21.1. If Buyer is in Default:

☐ **21.1.1. Specific Performance.** Seller may elect to treat this Contract as canceled, in which case all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller; and Seller may recover such damages as may be proper; or Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

21.1.2. Liquidated Damages, Applicable. This § 21.1.2 applies unless the box in § 21.1.1. is checked. All Earnest Money (whether or not paid by Buyer) will be paid to Seller, and retained by Seller. Both parties will thereafter be released from all obligations hereunder. It is agreed that the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES, and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4, 22, 23 and 24), said payment of Earnest Money is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

21.2. If Seller is in Default: Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder will be returned and Buyer may recover such damages as may be proper, or Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

22. LEGAL FEES, COST AND EXPENSES. Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Contract, prior to or after **Closing Date** (§ 3), the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.

23. MEDIATION. If a dispute arises relating to this Contract, prior to or after Closing, and is not resolved, the parties must first proceed in good faith to submit the matter to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators

cannot impose binding decisions. The parties to the dispute must agree, in writing, before any settlement is binding. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The mediation, unless otherwise agreed, will terminate in the event the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at the party's last known address. This section will not alter any date in this Contract, unless otherwise agreed.

24. EARNEST MONEY DISPUTE. Except as otherwise provided herein, Earnest Money Holder must release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction, (Earnest Money Holder is entitled to recover court costs and reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit, and has not interpleaded the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of Mediation (§ 23). This Section will survive cancellation or termination of this Contract.

25. TERMINATION.

25.1. Right to Terminate. If a party has a right to terminate, as provided in this Contract (Right to Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to Terminate under such provision.

25.2. Effect of Termination. In the event this Contract is terminated, all Earnest Money received hereunder will be returned and the parties are relieved of all obligations hereunder, subject to §§ 10.4, 22, 23 and 24.

26. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL. This Contract, its exhibits and specified addenda, constitute the entire agreement between the parties relating to the subject hereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same.

27. NOTICE, DELIVERY, AND CHOICE OF LAW.

27.1. Physical Delivery. All notices must be in writing, except as provided in § 27.2. Any document, including a signed document or notice, from or on behalf of Seller, and delivered to Buyer is effective when physically received by Buyer, any signatory on behalf of Buyer, any named individual of Buyer, any representative of Buyer, or Brokerage Firm of Broker working with Buyer (except for delivery, after Closing, of the notice requesting mediation described in § 23 and except as provided in § 27.2). Any document, including a signed document or notice, from or on behalf of Buyer, and delivered to Seller is effective when physically received by Seller, any signatory on behalf of Seller, any named individual of Seller, any representative of Seller, or Brokerage Firm of Broker working with Seller (except for delivery, after Closing, of the notice requesting mediation described in § 23 and except as provided in § 27.2).

27.2. Electronic Delivery. As an alternative to physical delivery, any document, including a signed document or written notice, may be delivered in electronic form only by the following indicated methods:
☒ Facsimile ☒ E-mail ☒ Internet. If no box is checked, this § 27.2 is not applicable and § 27.1 governs notice and delivery. Documents with original signatures will be provided upon request of any party.

27.3. Choice of Law. This Contract and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for property located in Colorado.

28. NOTICE OF ACCEPTANCE, COUNTERPARTS. This proposal will expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below, and the offering party receives notice of such acceptance pursuant to § 27 on or before **Acceptance Deadline Date** (§ 3) and **Acceptance Deadline Time** (§ 3). If accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together are deemed to be a full and complete contract between the parties.

29. **GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith, including but not limited to exercising the rights and obligations set forth in the provisions of Financing Conditions and Obligations (§ 5), Title Insurance, Record Title and Off—Record Title (§ 8), Current Survey Review (§ 9) and Property Disclosure, Inspection, Indemnity, Insurability, Due Diligence and Source of Water (§ 10).

ADDITIONAL PROVISIONS AND ATTACHMENTS

30. **ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

30.1 Rezoning/Closing. *This Contract is expressly contingent upon the successful re-zoning of the Property to a zoning category adequate to accommodate a senior independent living facility. Buyer shall initiate such rezoning process within sixty (60) days of MEC and shall be responsible for all costs related thereto. The Closing on the Property shall occur fifteen (15) days following the final approval of the re-zoning by the City of Loveland including any relevant appeal period. In the event Buyer has not completed such re-zoning within one hundred eighty (180) days of MEC, Buyer shall have the right to terminate this Contract, in which case the Earnest Money shall be returned to Buyer and neither party shall have any responsibility to the other thereafter. In the event Buyer does not terminate this Contract the Rezoning contingency shall be waived and Buyer shall close on the Property no later than one hundred ninety five (195) days following MEC.*

30.2 Earnest Money. *Earnest Money shall be held by the Seller without Interest and shall be applied to the Purchase Price at Closing. In the event of Buyer's default, Seller shall be automatically entitled to retain such Earnest Money without further written agreement. In the event Buyer terminates the Contract within the confines of the Contract, Seller agrees to return of the Earnest Money within seventy two (72) hours following receipt of such valid termination notice. This Section 30.2 shall prevail over any conflicting provisions of Section 4.3 of the Contract.*

30.3 City Council Approval. *This Contract expressly contingent upon the Loveland City Council adopting an ordinance authorizing this sale of the Property under this Contract and that ordinance becoming law as provided in the City Charter prior to Closing. In the event the City Council does not adopt that ordinance or the ordinance does not become law before Closing, this Contract shall automatically terminate and the Earnest Money shall be returned to Buyer, and neither party shall have any further obligations to one another thereafter under this Contract except as expressly provided herein.*

31. **ATTACHMENTS.**

31.1. The following attachments are a part of this Contract:

n/a

31.2. The following disclosure forms are attached but are not a part of this Contract:

n/a

SIGNATURES

Shannon R. Jaeger

Date: 3/13/2015

Buyer: **Shannon R. Jaeger**

[NOTE: If this offer is being countered or rejected, do not sign this document. Refer to § 32]

SELLER'S SIGNATURE

CITY OF LOVELAND:

William D. Cahill
 William D. Cahill, City Manager
 By: William Cahill, City Manager



APPROVED AS TO FORM

[Signature]
 ASSISTANT CITY ATTORNEY

32. COUNTER; REJECTION. This offer is ☐ Countered ☐ Rejected. ☒ (clear selection)
 Initials only of party (Buyer or Seller) who countered or rejected offer

You will be able to view the Initials Boxes once you have clicked on Countered or Rejected.

END OF CONTRACT TO BUY AND SELL REAL ESTATE

33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Buyer)

Broker ☐ Does ☒ Does Not acknowledge receipt of Earnest Money deposit and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 23. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a ☐ Buyer's Agent ☒ Seller's Agent ☐ Transaction-Broker in this transaction. ☐ This is a Change of Status.

Brokerage Firm's compensation or commission is to be paid by ☐ Listing Brokerage Firm
☐ Buyer ☒ Other **Seller**.

Brokerage Firm's Name: **Loveland Commercial, LLC**

Nathan Klein

Date: **3/13/2015**

Broker's Name: **Nathan Klein**

Address: **1043 Eagle Drive Loveland, CO 80537**

Ph: **970-667-7000** Fax: **970-635-2514** Email: **nklein@lovelandcommercial.com**

34. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

(To be completed by Broker working with Seller)

Broker ☐ Does ☒ Does Not acknowledge receipt of Earnest Money deposit and, while not a party to the Contract, agrees to cooperate upon request with any mediation concluded under § 23. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with the Seller as a ☒ Seller's Agent ☐ Buyer's Agent ☐ Transaction-Broker in this transaction. ☐ This is a Change of Status.

Brokerage Firm's compensation or commission is to be paid by ☒ Seller ☐ Buyer ☐ Other **n/a**.

Brokerage Firm's Name: **Loveland Commercial, LLC**

Nathan Klein

Date: **3/13/2015**

Broker's Name: **Nathan Klein**

Address: **1043 Eagle Drive Loveland, CO 80537**

Ph: **970-667-7000x109** Fax: **970-635-2514** Email: **nklein@lovelandcommercial.com**

CBS4-8-13. CONTRACT TO BUY AND SELL REAL ESTATE (LAND)

CTM eContracts - ©2015 CTM Software Corp.



Loveland Commercial, LLC
 1043 Eagle Drive Loveland, CO 80537
 Nathan Klein Partner/Broker Associate
 Ph: 970-667-7000 Fax: 970-635-2514

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission (CL8-9-12) (Mandatory 1-13)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CLOSING INSTRUCTIONS

Date: 3/13/2015

1. PARTIES, PROPERTY. City of Loveland, Colorado, a Municipal Corporation, Seller, and Shannon R. Jaeger, Buyer, engage Land Title Guarantee Company, Closing Company, who agrees to provide

closing and settlement services in connection with the Closing of the transaction for the sale and purchase of the Property

known as No. TBD Rossum Dr. Loveland CO 80537,

and more fully described in the Contract to Buy and Sell Real Estate, dated 3/13/2015, including any counterproposals and amendments (Contract). All terms of the Contract are incorporated herein by reference. In the event of any conflict between this Agreement and the Contract, this Agreement shall control, subject to subsequent amendments to the Contract or this Agreement.

2. TITLE COMMITMENT, EXCEPTIONS AND POLICY. Closing Company ☒ Agrees ☐ Does Not agree that: upon completion of a satisfactory title search and examination, it will furnish a Title Insurance Commitment; and it will issue a Title Insurance Policy provided that all requirements have been fulfilled. Closing Company ☒ Agrees ☐ Does Not agree to furnish copies of Exceptions.

3. INFORMATION, PREPARATION, CLOSING, RECORDING. Closing Company is authorized to obtain any information necessary for the Closing. Closing Company agrees to prepare (excluding legal documents), deliver and record all documents required or customarily recorded, and disburse all funds pursuant to the Contract that are necessary to carry out the terms and conditions of the Contract.

4. CLOSING FEE. Closing Company will receive a fee of \$ 350.00 for providing closing and settlement services (Closing Fee).

5. RELEASE, DISBURSEMENT. Closing Company is not authorized to release any signed documents or things of value prior to receipt and disbursement of Good Funds, except as provided in § 9, 10 and 11.

6. DISBURSER. Closing Company shall disburse all funds, including real estate commissions, except those funds as may be separately disclosed in writing to Buyer and Seller by Closing Company or Buyer's lender on or before Closing. All parties agree that no one other than the disbursing can assure that payoff of loans and other disbursements will actually be made.

7. SELLER'S NET PROCEEDS. Seller will receive the net proceeds of Closing as indicated:
☐ Cashier's Check, at Seller's expense ☐ Funds Electronically Transferred (wire transfer) to an account specified by Seller, at Seller's expense ☒ Closing Company's trust account check.

8. CLOSING STATEMENT. Closing Company will prepare and deliver an accurate, complete and detailed closing statement to Buyer and Seller at time of Closing.

9. FAILURE OF CLOSING. If Closing or disbursement does not occur on or before Closing Date set forth in the Contract, Closing Company, except as provided herein, is authorized and agrees to return all documents, monies, and things of value to the depositing party, upon which Closing Company will be relieved from any further duty, responsibility or liability in connection with these Closing Instructions. In addition, any promissory note, deed of trust or other evidence of indebtedness signed by Buyer will be voided by Closing Company, with the originals returned to Buyer and a copy to Buyer's lender.

10. RETURN OF EARNEST MONEY. Except as otherwise provided in § 11, Earnest Money Dispute, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder shall release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money shall be made within five days of Earnest Money Holder's receipt of the written mutual instructions signed by both Buyer and Seller, provided the Earnest Money check has cleared.

11. EARNEST MONEY DISPUTE. In the event of any controversy regarding the Earnest Money (notwithstanding any termination of the Contract), Earnest Money Holder shall not be required to take any action. Earnest Money Holder, at its option and sole subjective discretion, has several options (1) await any proceeding, (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction and shall recover court costs and reasonable attorney and legal fees, or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder shall be authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit, and has not interpleaded the monies at the time of any Order, Earnest Money Holder shall disburse the Earnest Money pursuant to the Order of the Court.

12. SUBSEQUENT AMENDMENTS. Any amendments to, or termination of, these Closing Instructions must be in writing and signed by Buyer, Seller and Closing Company.

13. CHANGE IN OWNERSHIP OF WATER WELL. Within sixty days after Closing, Closing Company shall submit any required Change in Ownership form or registration of existing well form to the Division of Water Resources in the Department of Natural Resources (Division), with as much information as is available, and the Division shall be responsible for obtaining the necessary well registration information directly from Buyer. Closing Company shall not be liable for delaying Closing to ensure Buyer completes any required form.

14. WITHHOLDING. The Internal Revenue Service and the Colorado Department of Revenue may require Closing Company to withhold a substantial portion of the proceeds of this sale when Seller is either of the following (a) is a foreign person or (b) will not be a Colorado resident after Closing. Seller should inquire of Seller's tax advisor to determine if withholding applies or if an exemption exists.

15. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

n/a

16. COUNTERPARTS. This document may be executed by each party, separately, and when each party has executed a copy, such copies taken together shall be deemed to be a full and complete contract between the parties.

17. BROKER'S COPIES. Closing Company shall provide, to each broker in this transaction, copies of all signed documents that such brokers are required to maintain pursuant to the rules of the

97 Colorado Real Estate Commission.

98

99 **18. NOTICE, DELIVERY, CHOICE OF LAW.**

100 **18.1 Physical Delivery.** Except as provided in § 18.2, all notices must be in writing.

101 Any notice or document to Buyer is effective when physically received by Buyer, any individual
102 buyer, any representative of Buyer, or Brokerage Firm of Broker working with Buyer. Any notice or
103 document to Seller shall be effective when physically received by Seller, any individual seller, any
104 representative of Seller, or Brokerage Firm of Broker working with Seller. Any notice or document to
105 Closing Company shall be effective when physically received by Closing Company, any individual of
106 Closing Company, or any representative of Closing Company.

107 **18.2 Electronic Delivery.** As an alternative to physical delivery, any signed document and
108 written notice may be delivered in electronic form by the following indicated methods only:

109 ☒ Facsimile ☒ E-mail ☒ Internet ☐ No Electronic Delivery.. Documents with original
110 original signatures shall be provided upon request of any party.

111 **18.3. Choice of Law.** This contract and all disputes arising hereunder shall be governed
112 by and construed in accordance with the laws of the State of Colorado that would be applicable to
113 Colorado residents who sign a contract in this state for property located in Colorado.

114

115 *Shannon R. Jaeger*

Date: 3/13/2015

Buyer: **Shannon R. Jaeger**

116 Address: **1115 Fenwick Drive**

117 Address: **Fort Collins CO 80524**

118 Phone No.: **970-599-2274**

119 Fax No.:

120 Electronic Address: **sr_jaeger@hotmail.com**

121

122 Buyer: _____ Date: _____

123

124 Address: **1115 Fenwick Drive**

125 Address: **Fort Collins CO 80524**

126 Phone No.:

127 Fax No.:

128 Electronic Address:

129

130 
Save Select Signature Font Clear

Seller: **City of Loveland, Colorado, a Municipal Corporation**
By: **William Cahill, City Manager**

131 Address: **500 E 3rd Street**

132 Address: **Loveland CO 80537**

133 Phone No.: **970-962-2306**

134

Attest: *Lorena P. Cholewicki*
SELLER'S SIGNATURE APPROVED AS TO FORM
BY: *Lorena P. Cholewicki*
ASSISTANT CITY ATTORNEY



Fax No.:

135 Electronic Address: bill.cahill@cityofloveland.org

136

137 Seller: _____ Date: _____

138

139 Address:

140 Address:

141 Phone No.:

142 Fax No.:

143 Electronic Address:

144

145

146 Closing Company: [Land Title Guarantee Company](#)

147

148

Save
Select Signature Font
Clear

By: [Shawn Grimes](#)

149 Authorized Signature Title:

150 Address: [1613 Pelican Lakes Point #200](#)

151 City: [1613 Pelican Lakes Point #200, CO](#)

152 Phone No.: [970-674-0425](#)

153 Fax No.: [800-318-7821](#)

154 Electronic Address: sgrimes@ltgc.com

155

156 (TO BE COMPLETED ONLY BY BROKER AND CLOSING COMPANY)

157

158 (Broker) ☒ Working with Seller ☐ Working with Buyer

159 engages Closing Company as Broker's scrivener to complete, for a fee not to exceed \$ [10.00](#)

160 at the sole expense of Broker, the following legal documents:

161

162 ☒ Deed ☐ Bill of Sale ☐ Colorado Real Estate Commission approved Promissory

163 Note ☐ Colorado Real Estate Commission approved Deed of Trust. Closing Company agrees

164 to prepare, on behalf of Broker, the indicated legal documents pursuant to the terms and conditions

165 of the Contract.

166

167 The documents stated above shall be subject to Broker's review and approval and Broker

168 acknowledges that Broker is responsible for the accuracy of the above documents.

169

170 Brokerage Broker Firm's Name: [Loveland Commercial, LLC](#)

171



Date: [3/13/2015](#)

Broker:

172

173 Closing Company: [Land Title Guarantee Company](#)

174

175

Save	Create
By: Shawn Grimes	

176

Authorized Signature

Title:

177

178

CL8-9-12. CLOSING INSTRUCTIONS

CTM eContracts - ©2015 CTM Software Corp.

**CITY OF LOVELAND**
FINANCE DEPARTMENT

Civic Center • 500 East Third • Loveland, Colorado 80537
(970) 962-2695 • FAX (970) 962-2900 • TDD (970) 962-2620

AGENDA ITEM: 8
MEETING DATE: 5/5/2015
TO: City Council
FROM: Brent Worthington, Finance
PRESENTER: Brent Worthington

TITLE:

March 2015 Financial Report

RECOMMENDED CITY COUNCIL ACTION:

This is an information only item. No action is required.

DESCRIPTION:

The Snapshot Report includes the City's preliminary revenue and expenditures including detailed reports on tax revenue and health claims year to date, ending March 31, 2015.

BUDGET IMPACT:

- ☐ Positive
 - ☐ Negative
 - ☒ Neutral or negligible
-

SUMMARY:

The Snapshot Report is submitted for Council review and includes the reporting of the City's revenue and expenditures, including detailed reports on tax revenue and health claims as of March 31, 2015.

Citywide Revenue (excluding internal transfers) of \$60,870,285 is 85.8% of year to date (YTD) budget or \$10,105,936 under the budget. There are two primary sources for this variance: timing issues with several of the Special Revenue Funds (we are still early in the year, so actuals haven't caught up with Budget); and Water and Power charges (due to relatively mild weather in the early part of 2015).

Sales Tax collections are 98.5% of the YTD budget or \$153,586 under budget. Building Material Use Tax is 104.3% of YTD budget, or \$24,752 over budget. Sales and Use Tax collections combined were 100.7% of YTD budget or \$76,246 over budget. When the combined sales and use tax for the current year are compared to 2014 for the same period last year, they are higher by 6.5% or \$710,020.

Citywide total expenditures of \$57,584,749 (excluding internal transfers) are 90.4% of the YTD budget or \$6,114,299 under the budget.

REVIEWED BY CITY MANAGER:



LIST OF ATTACHMENTS:

March Snapshot Presentation
Snapshot report for March 2015



Snapshot

March
2015

Brent Worthington
Finance Director

Presented
May 5, 2015

March 2015 Snapshot

- Citywide Revenue
 - \$60.9 million, excluding transfers
 - 14.2% below budget projections
- Citywide Expenditures
 - \$57.6 million, excluding transfers
 - 9.6% below budget projections
- Citywide revenues exceed expenditures by \$3.3 million.

March 2015 Snapshot

- General Fund Revenue
 - \$21.6 million YTD, excluding transfers
 - 3.5% above YTD Budget
 - 1.9% below same period last year
- Sales and Use Tax Revenue
 - \$11.6 million YTD
 - .7% above budget projections
 - 6.5% above same period as last year
- Sales Tax only
 - \$10.3 million YTD
 - 1.5% below budget projections
 - 3.4% above same period last year

March 2015 Snapshot

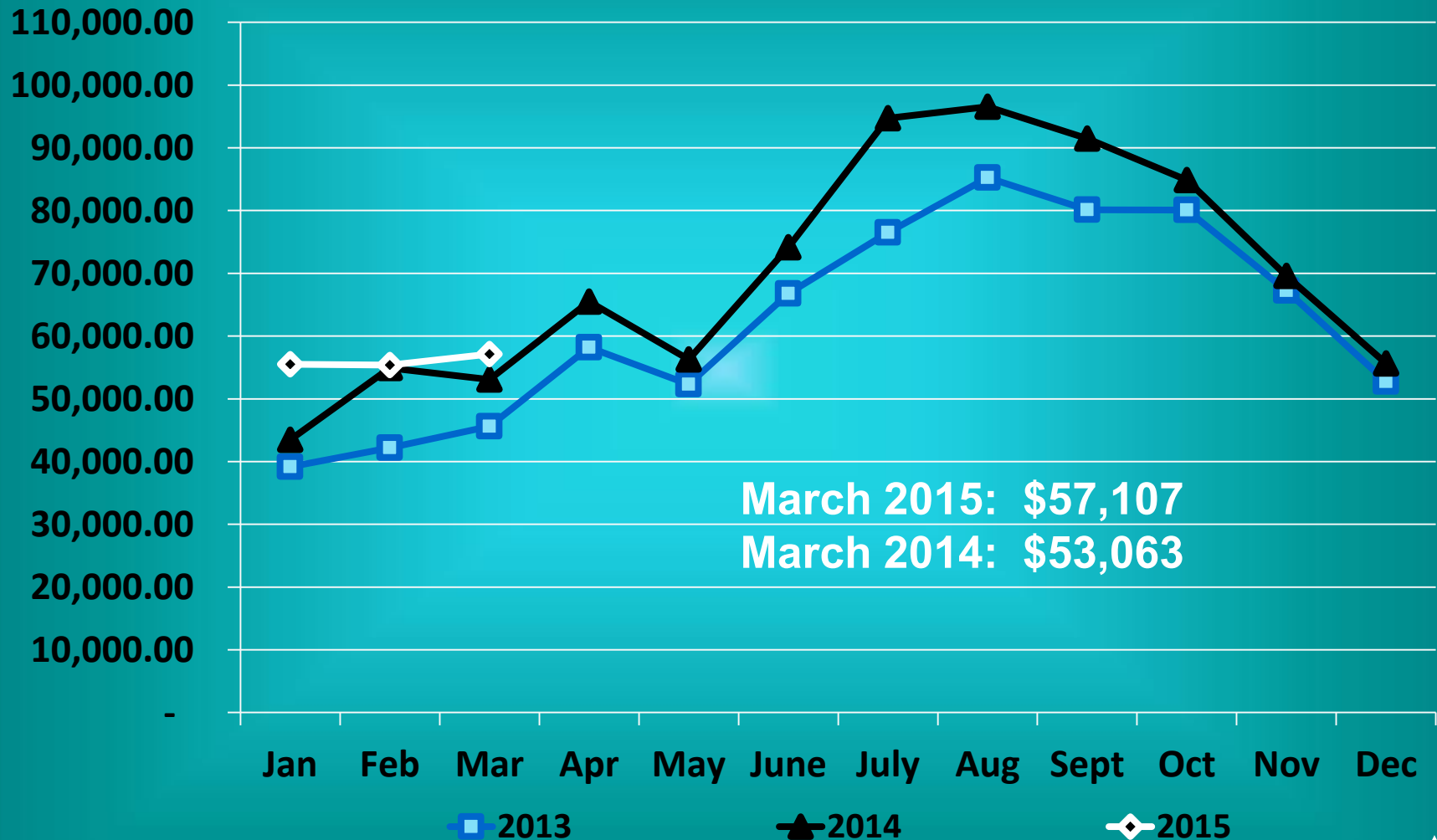
- General Fund Expenditures
 - \$17.9 million YTD, excluding transfers
 - 14.1% below budget projections

- General Fund Revenues Exceed Expenditures by \$1.8 million

- Health Claims
 - March Claims \$828 thousand
 - 2015 YTD increased from \$2,913,756 mil to \$2,932,828 mil from same time as last year (.7%)

March 2015 Snapshot

Lodging Tax



➤ Lodging tax YTD is \$168,017 (10.9% higher than 2014 YTD).

Flood Report

Cost Estimates

Emergency Response	\$2,000,000
Business Assistance	600,000
Capital	23,100,000
Total	\$25,700,000

Actual Expenditures

		<u>March</u>		<u>To Date</u>
Total	\$	499,569	\$	19,059,651

Reimbursements Applied For

		<u>March</u>		<u>To Date</u>
FEMA	\$	-	\$	9,396,008
CIRSA		-		7,017,868
Other		-		247,471
Total	\$	-	\$	16,661,347

Reimbursements Received

		<u>March</u>		<u>To Date</u>
FEMA	\$	21,570	\$	4,451,298
CIRSA		-		7,017,868
Other		-		247,471
Total	\$	21,570	\$	11,716,637

March 2015 Snapshot



Questions?

Brent Worthington
Finance Director

Presented
May 5, 2015

SnapShot

March 2015



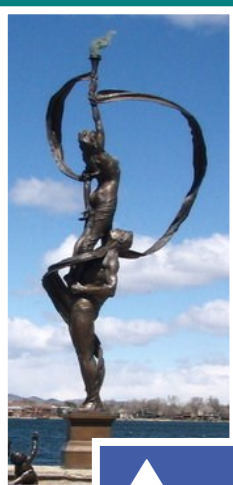
A Snapshot In Time

Citywide Revenues & Expenditures	2-3
General Fund Revenues & Expenditures	4-5
Capital Projects	5
Tax Totals & Comparison	6-7
Flood Update	8-9
Geo Codes & Sales Tax SIC	10-12
Health Care Claims	13
Activity Measures	14
Rialto Quarterly Report	15

- ◆ Citywide Revenue, excluding transfers between funds, \$60.9 million (14.2% below budget projections)
- ◆ Sales & Use Tax Collection, \$11.6 million (0.7% above budget projections)
- ◆ Citywide Expenditures, excluding transfers between funds, \$57.6 million (9.6% below budget projections)
- ◆ Citywide Year-To-Date Revenues exceed Year-To-Date Expenditures by \$3.3 million
- ◆ General Fund Revenue, excluding transfers between funds, \$21.6 million (3.5% above budget projections)
- ◆ General Fund Expenditures, excluding transfers between funds, \$17.9 million, (14.1% below budget projections)
- ◆ General Fund Revenues exceed Expenditures by \$1.8 million



Sales / Use Tax Basics



March 2015	Sales Tax	Motor Vehicle Use Tax	Building Materials Use Tax	Combined
Budget 2015	\$ 10,405,080	\$ 562,070	\$ 572,710	\$ 11,539,860
Actual 2015	10,251,494	767,151	597,462	11,616,107
% of Budget	98.5%	136.5%	104.3%	100.7%
Actual 2014	\$ 9,909,702	\$ 644,379	\$ 352,005	\$ 10,906,086
Change from prior yr	3.4%	19.1%	69.7%	6.5%

"Loveland: a vibrant community...surrounded by natural beauty... where you belong."

Combined Statement of Revenues and Expenditures March 2015				
REVENUE	Current Month	YTD Actual	YTD Revised Budget	% of Budget
General Governmental				
1 General Fund	\$ 8,558,557	\$ 21,580,083	\$ 20,846,660	103.5%
2 Special Revenue	549,751	1,515,278	6,244,468	24.3% ¹
3 Other Entities	4,449,351	7,547,557	7,685,273	98.2%
4 Internal Service	1,493,387	4,389,586	4,451,100	98.6%
5 <i>Subtotal General Govt Operations</i>	<i>15,051,047</i>	<i>35,032,505</i>	<i>39,227,501</i>	<i>89.3%</i>
6 Capital Projects	728,579	1,951,490	2,051,170	95.1%
Enterprise Fund				
7 Water & Power	6,443,505	20,556,512	26,218,340	78.4%
8 Stormwater	442,236	1,313,192	1,308,510	100.4%
9 Golf	209,566	557,783	522,290	106.8%
10 Solid Waste	484,107	1,458,804	1,648,410	88.5%
11 <i>Subtotal Enterprise</i>	<i>7,579,414</i>	<i>23,886,291</i>	<i>29,697,550</i>	<i>80.4%</i>
12 Total Revenue	\$ 23,359,040	\$ 60,870,285	\$ 70,976,221	85.8%
<i>Prior Year External Revenue Increase From Prior Year</i>		<i>59,691,128</i> <i>2.0%</i>		
13 Internal Transfers	935,865	1,986,349	7,252,500	27.4%
14 Grand Total Revenues	\$ 24,294,904	\$ 62,856,634	\$ 78,228,721	80.3%
EXPENDITURES				
General Governmental				
15 General Fund	6,546,451	17,214,413	17,869,110	96.3%
16 Special Revenue	1,231,922	2,747,071	4,524,180	60.7%
17 Other Entities	4,179,209	6,327,310	3,481,843	181.7%
18 Internal Services	1,958,574	4,332,714	4,906,797	88.3%
19 <i>Subtotal General Gov't Operations</i>	<i>13,916,157</i>	<i>30,621,508</i>	<i>30,781,930</i>	<i>99.5%</i>
20 Capital	3,778,541	9,210,981	14,890,438	61.9%
Enterprise Fund				
21 Water & Power	5,572,793	15,551,840	15,365,200	101.2%
22 Stormwater	245,669	635,071	662,920	95.8%
23 Golf	216,266	536,355	614,790	87.2%
24 Solid Waste	440,799	1,028,994	1,383,770	74.4%
25 <i>Subtotal Enterprise</i>	<i>6,475,527</i>	<i>17,752,261</i>	<i>18,026,680</i>	<i>98.5%</i>
26 Total Expenditures	\$ 24,170,224	\$ 57,584,749	\$ 63,699,048	90.4%
<i>Prior Year External Expenditures Increase (-Decrease) From Prior Year</i>		<i>51,222,605</i> <i>12.4%</i>		
27 Internal Transfers	935,865	1,986,349	8,059,320	24.6%
28 Grand Total Expenditures	\$ 25,106,089	\$ 59,571,098	\$ 71,758,368	83.0%

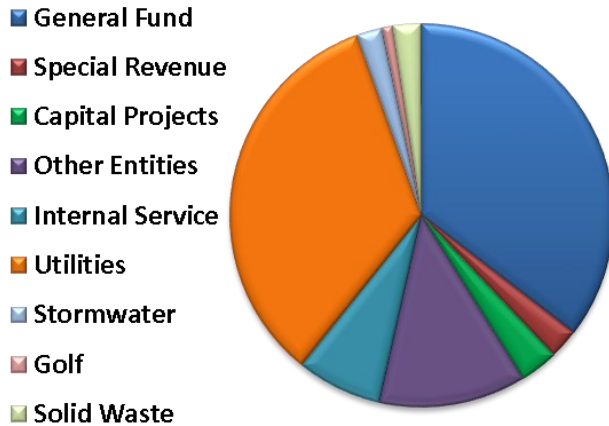
¹Due to timing of federal grants.

Special Revenue Funds: Community Development Block Grant, Cemetery, Local Improvement District, Lodging Tax, Affordable Housing, Seizure & Forfeitures, Transit, Transportation.

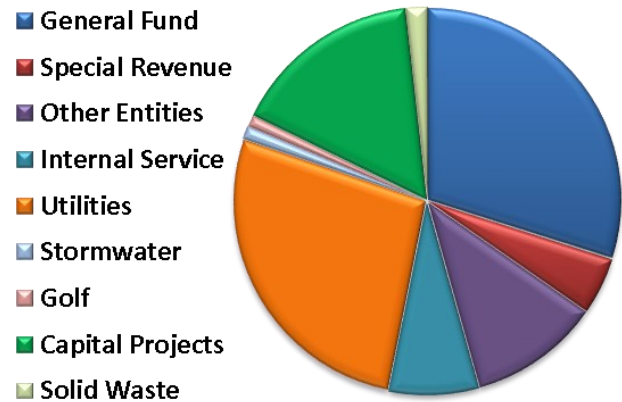
Other Entities Fund: Special Improvement District #1, Airport, General Improvement District #1, Loveland Urban Renewal Authority, Loveland/Larimer Building Authority, Loveland Fire and Rescue Authority.

Internal Service Funds: Risk/Insurance, Fleet, Employee Benefits.

YTD Operating Revenues of \$60.9 Million

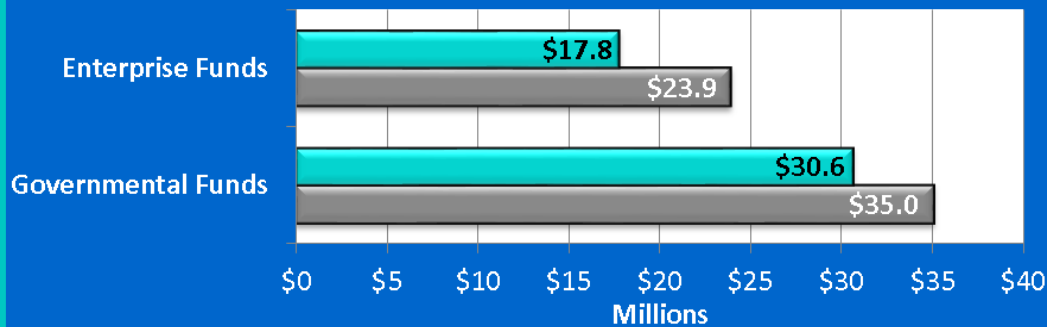


YTD Operating Expenditures of \$57.6 Million



By Comparison, Excluding Transfers

Expenditure Actual Revenue Actual



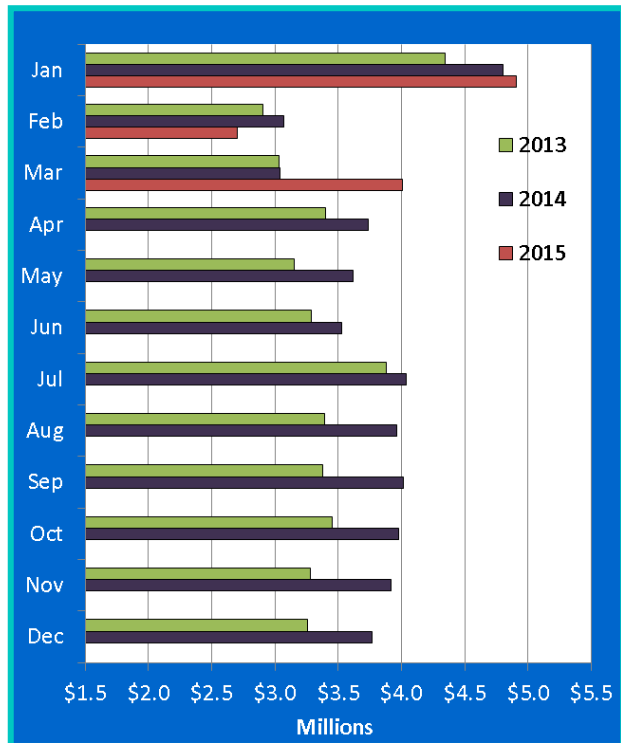
- ◆ General Fund Revenue, excluding capital and transfers between funds, \$21.6 million (3.5% above budget projections)
 - * 1.9% below 2014 YTD
- ◆ General Fund Expenditures, excluding capital and transfers between funds, \$17.2 million (3.7% below budget projections)
 - * 23.5% above 2014 YTD
- ◆ Water & Power Revenue, excluding transfers between funds, \$20.6 million (21.6% below budget projections)
 - * 5.0% above 2014 YTD
- ◆ Water & Power Expenditures, excluding transfers between funds, \$15.6 million (1.2% above budget projections)
 - * 8.5% below 2014 YTD
- ◆ Other Entities Fund Revenue, excluding transfers between funds, \$7.5 million (1.8% below budget projections)
 - * 3.9% above 2014 YTD
- ◆ Other Entities Expenditures, excluding capital and transfers between funds, \$6.3 million (81.7% above budget projections)
 - * 18.8% above 2014 YTD

General Fund Revenue & Expenditures March 2015				
REVENUES	Current Month	YTD Actual	YTD Revised Budget	% of Budget
1 Taxes				
2 Property tax	\$ 2,088,066	\$ 2,234,531	\$ 1,851,140	120.7%
3 Sales tax	3,480,164	10,251,494	10,405,080	98.5%
4 Building use tax	261,500	597,462	572,710	104.3%
5 Auto use tax	265,721	767,151	562,070	136.5%
6 Other taxes	257,798	613,287	787,000	77.9%
7 Intergovernmental	9,030	16,842	63,500	26.5%
8 License & Permits				
9 Building Permits	197,574	507,216	542,910	93.4%
10 Other Permits	21,725	70,248	42,850	163.9%
11 Charges for Services	1,281,380	3,994,655	3,909,630	102.2%
12 Fines & Forfeitures	100,114	252,857	225,590	112.1%
13 Interest Income	42,015	74,499	86,820	85.8%
14 Miscellaneous	553,469	2,199,840	1,797,360	122.4%
15 Subtotal	8,558,557	21,580,083	20,846,660	103.5%
16 Interfund Transfers	7,010	46,030	46,090	99.9%
17 Total Revenue	\$ 8,565,567	\$ 21,626,113	\$ 20,892,750	103.5%
EXPENDITURES				
Operating Expenditures				
18 Legislative	12,521	46,589	41,830	111.4%
19 Executive & Legal	241,863	556,393	487,800	114.1%
20 City Clerk & Court Admin	82,417	212,694	242,860	87.6%
21 Economic Development	106,584	861,384	3,654,047	23.6%
22 Cultural Services	149,807	428,531	448,130	95.6%
23 Development Services	401,958	912,982	1,171,570	77.9%
24 Finance	468,646	1,193,074	1,148,930	103.8%
25 Fire & Rescue	-	-	-	0.0%
26 Human Resources	132,306	315,465	296,470	106.4%
27 Information Technology	315,989	1,156,131	1,135,950	101.8%
28 Library	316,711	849,644	843,843	100.7%
29 Parks & Recreation	898,239	2,209,698	2,155,560	102.5%
30 Police	2,045,438	5,178,024	4,737,760	109.3%
31 Public Works	502,465	1,275,744	1,298,070	98.3%
32 Water/ Waste Operations	-	-	-	N/A
33 Non-Departmental	890,038	2,752,365	3,240,917	84.9%
34 Subtotal Operating	6,564,981	17,948,719	20,903,737	85.9%
35 Internal Transfers	909,644	1,890,026	5,257,890	35.9%
36 Total Expenditures	\$ 7,474,625	\$ 19,838,745	\$ 26,161,627	75.8%

Capital Projects \$500,000+

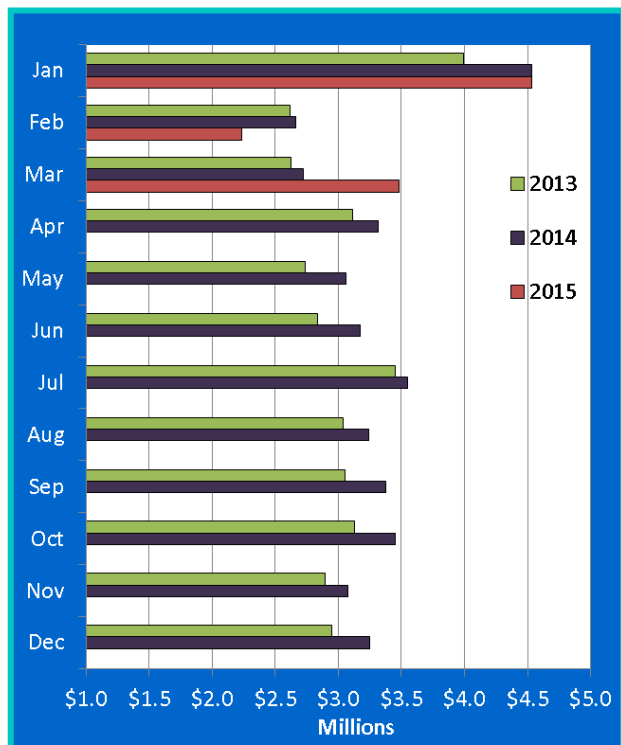
Project Title	2015 Budget	2015 Expenditures	Remaining 2015	% of 2015 Budget
Water Capital				
2015 Water Line Replacement	\$ 1,900,000	\$ -	\$ 1,900,000	0.00%
Raw Water Capital				
Windy Gap Firming Project	1,000,000	92,055	907,945	9.21%
Wastewater Utility Capital				
WWTP Digester System Improvements	1,207,600	-	1,207,600	0.00%
Bio Nutrient Removal Facilities	800,000	-	800,000	0.00%
2015 WWTP Improvements	1,600,000	-	1,600,000	0.00%
East Side Lift Station Upgrade	575,000	-	575,000	0.00%
Power Capital				
Security Gates and Fences at Substations	500,000	-	500,000	0.00%
Colorado Renewable Energy Standard Compliance	500,000	-	500,000	0.00%
600 amp OH to UG Conversion	1,300,000	-	1,300,000	0.00%
200 amp OH to UG Conversion	500,000	-	500,000	0.00%
RMCIT - Valley Substation to Campus	650,000	-	650,000	0.00%
Valley Substation - Order new transformer	650,000	18,016	631,984	2.77%
Install new 750 AL Crossroads 622 on Boyd Lake to Lakes @ Centerra	500,000	-	500,000	0.00%
Streets Transportation Program				
2015 Street Rehabilitation	\$ 4,449,680.00	\$ 165,980.37	\$ 4,283,699.63	3.73%
All Other				
Open Lands Acquisition	4,670,000	-	4,670,000	0.00%
Refurbish Smeal Engine for Reserve	1,531,335	803,182	728,153	52.45%
Maintenance Operations Center Remodel	635,730	3,096	632,634	0.49%





Sales & Use Tax

	2013	2014	2015	2015 Budget	+ / - Budget
Jan	\$ 4,345,835	\$ 4,801,433	\$ 4,908,517	\$ 4,858,230	1.0%
Feb	2,906,780	3,066,965	2,700,204	3,289,660	-17.9%
Mar	3,033,347	3,037,688	4,007,386	3,391,970	18.1%
Apr	3,397,074	3,737,255		3,989,650	
May	3,150,201	3,614,459		3,610,170	
Jun	3,284,808	3,525,536		3,759,780	
Jul	3,882,561	4,038,555		4,240,990	
Aug	3,392,757	3,962,915		3,912,830	
Sep	3,379,303	4,014,321		3,924,480	
Oct	3,452,052	3,974,590		4,118,050	
Nov	3,280,666	3,919,205		3,772,070	
Dec	3,259,189	3,763,933		4,095,710	
	\$40,764,573	\$ 45,456,855	\$11,616,107	\$46,963,590	
YTD	\$10,285,962	\$ 10,906,086	\$11,616,107	\$11,539,860	0.7%

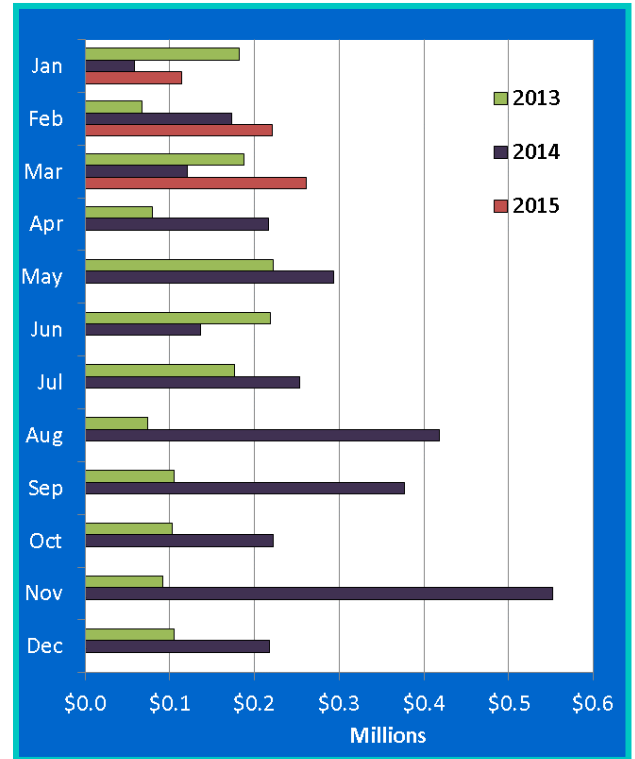


Retail Sales Tax

	2013	2014	2015	2015 Budget	+ / - Budget
Jan	\$ 3,995,194	\$ 4,531,650	\$ 4,535,554	\$ 4,518,690	0.4%
Feb	2,619,453	2,658,798	2,235,775	2,936,040	-23.9%
Mar	2,622,808	2,719,254	3,480,165	2,950,350	18.0%
Apr	3,109,701	3,317,905		3,573,610	
May	2,733,983	3,059,076		3,188,560	
Jun	2,835,171	3,170,467		3,347,900	
Jul	3,453,149	3,546,945		3,800,880	
Aug	3,039,219	3,241,521		3,475,330	
Sep	3,051,797	3,374,248		3,491,370	
Oct	3,125,566	3,448,473		3,663,760	
Nov	2,892,986	3,077,404		3,360,620	
Dec	2,946,709	3,246,097		3,681,570	
	\$36,427,749	\$ 39,393,852	\$10,251,494	\$41,988,680	
YTD	\$ 9,237,455	\$ 9,909,702	\$10,251,494	\$10,405,080	-1.5%

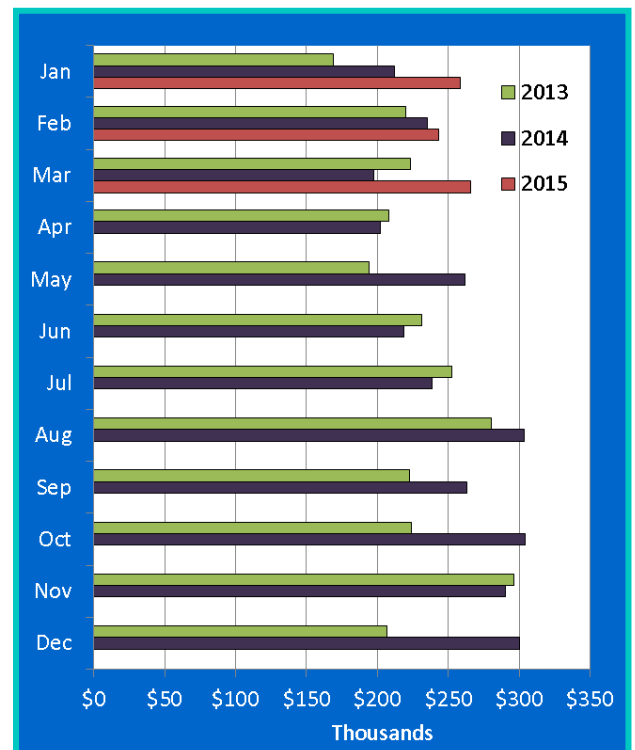
Building Materials Use Tax

	2013	2014	2015	2015 Budget	+ / - Budget
Jan	\$ 181,907	\$ 57,942	\$ 114,444	\$ 161,460	-29.1%
Feb	67,440	173,295	221,518	152,920	44.9%
Mar	187,222	120,768	261,500	258,330	1.2%
Apr	79,229	217,134		211,790	
May	221,834	293,543		209,570	
Jun	218,722	136,432		216,970	
Jul	176,829	253,077		216,210	
Aug	73,524	417,801		205,740	
Sep	105,174	377,319		208,430	
Oct	102,584	222,297		228,800	
Nov	91,453	551,682		188,130	
Dec	105,740	217,712		216,560	
	\$1,611,658	\$3,039,002	\$ 597,462	\$2,474,910	
YTD	\$ 436,569	\$ 352,005	\$ 597,462	\$ 572,710	4.3%

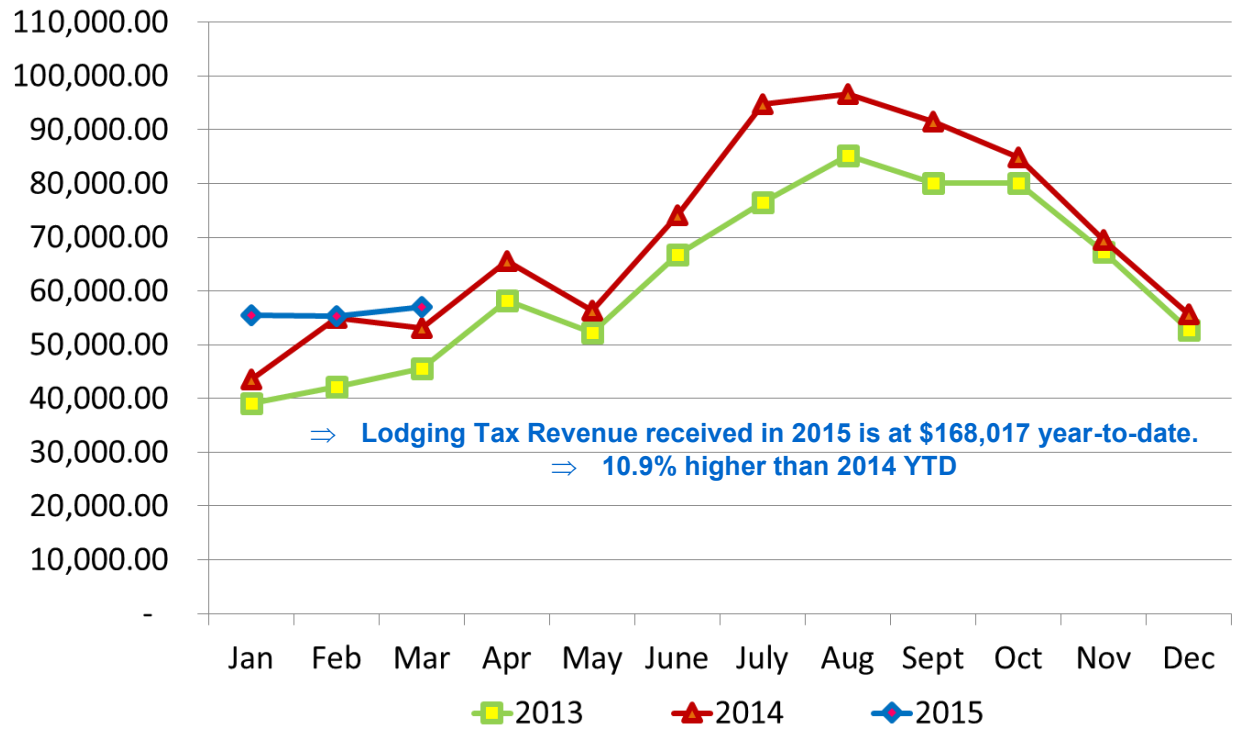


Motor Vehicle Use Tax

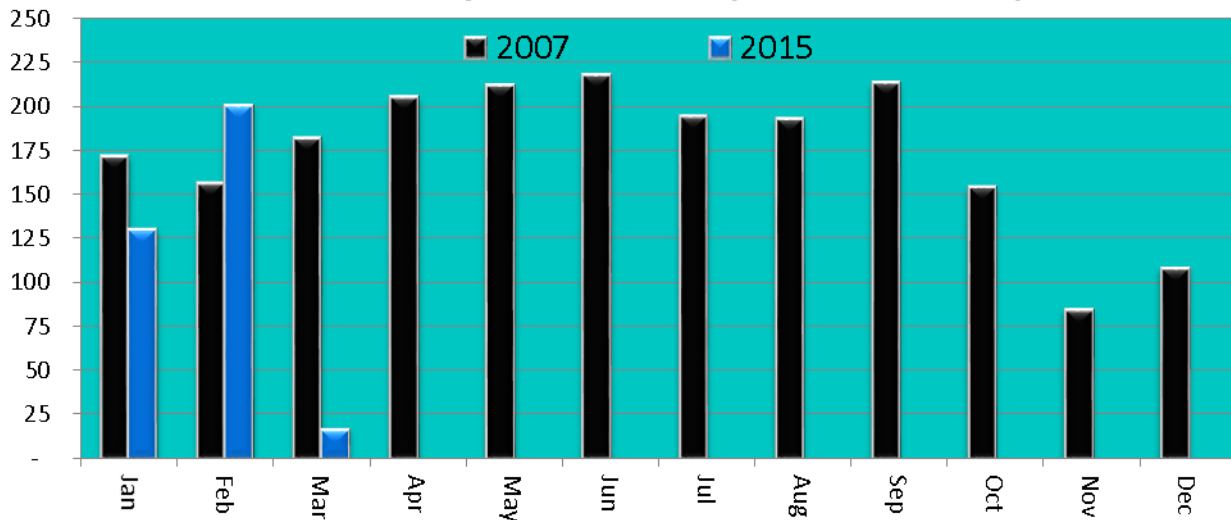
	2013	2014	2015	2015 Budget	+ / - Budget
Jan	\$ 168,734	\$ 211,841	\$ 258,519	\$ 178,080	45.2%
Feb	219,886	234,872	242,911	200,700	21.0%
Mar	223,317	197,666	265,721	183,290	45.0%
Apr	208,144	202,216		204,250	
May	194,384	261,840		212,040	
Jun	230,915	218,637		194,910	
Jul	252,583	238,533		223,900	
Aug	280,014	303,593		231,760	
Sep	222,332	262,754		224,680	
Oct	223,902	303,820		225,490	
Nov	296,227	290,119		223,320	
Dec	206,740	300,124		197,580	
	\$2,727,178	\$3,026,015	\$ 767,151	\$2,500,000	
YTD	\$ 611,937	\$ 644,379	\$ 767,151	\$ 562,070	36.5%



Lodging Tax



Building Permit Comparison History



Cost Estimates

Emergency Response	\$ 2,000,000
Business Assistance	600,000
Capital	23,100,000
Total	\$ 25,700,000

Actual Expenditures

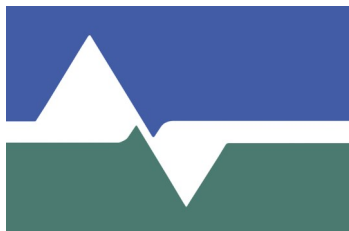
	March	To Date
Total	\$ 499,569	\$ 19,059,651

Reimbursements Applied For

	March	To Date
FEMA	\$ -	\$ 9,396,008
CIRSA	-	7,017,868
Other	-	247,471
Total	\$ -	\$ 16,661,347

Reimbursements Received

	March	To Date
FEMA	\$ 21,570	\$ 4,451,298
CIRSA	-	7,017,868
Other	-	247,471
Total	\$ 21,570	\$ 11,716,637

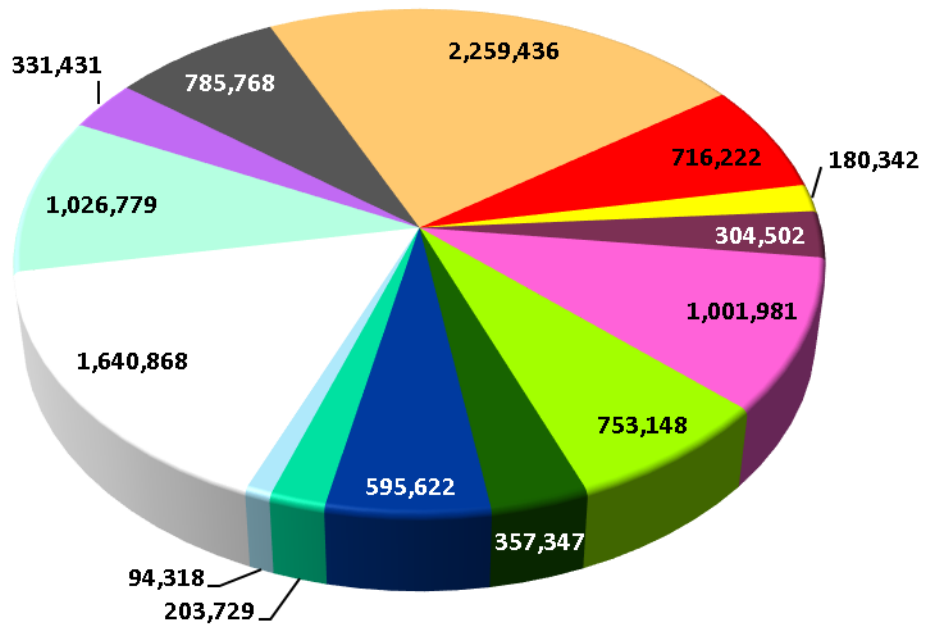


Geographical Codes

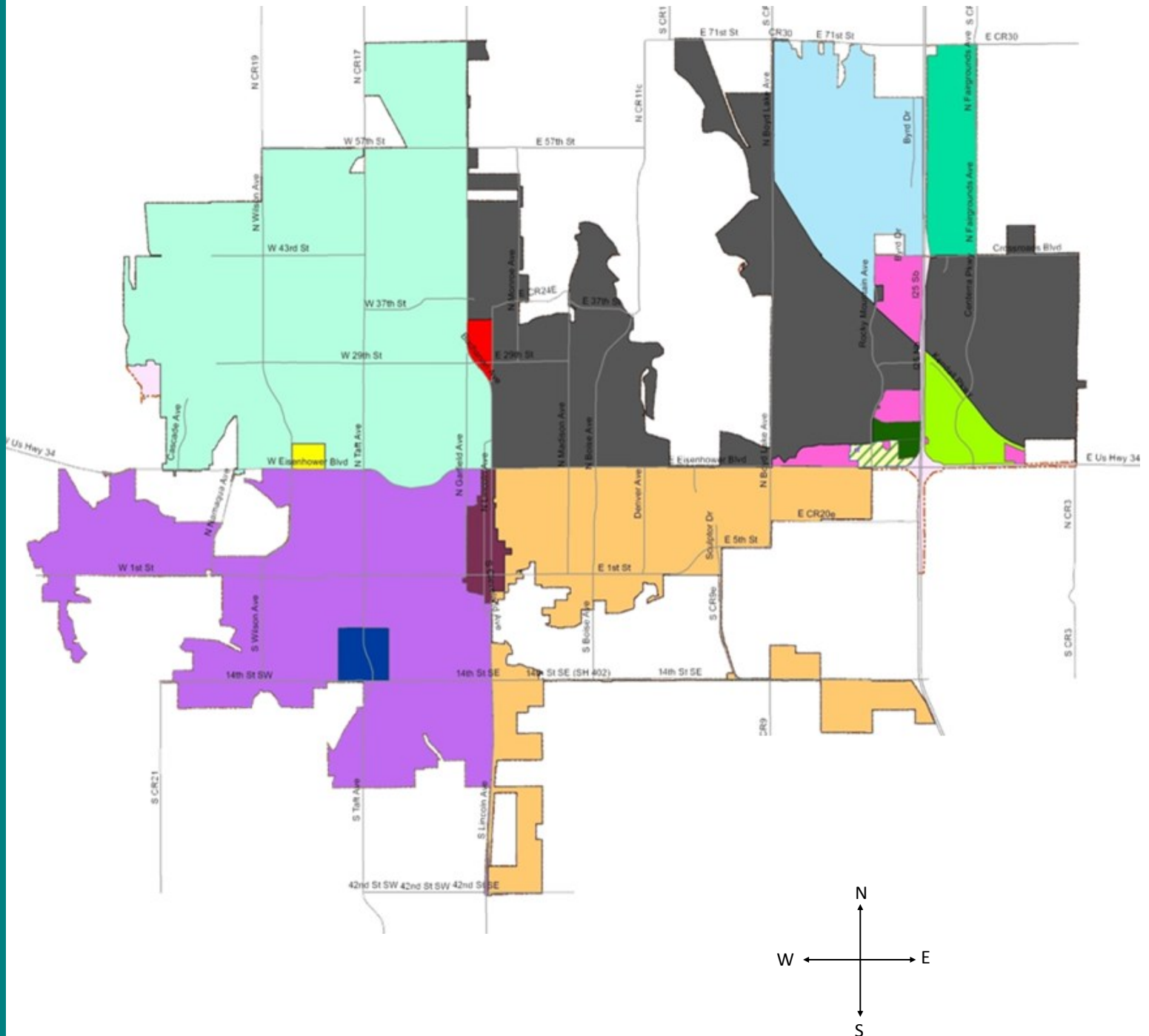
Geographical Area		YTD 2015	YTD 2014	Change
South East Loveland		2,259,436	2,295,777	-1.6%
North West Loveland		1,026,779	987,143	4.0%
Centerra		1,001,981	948,441	5.6%
North East Loveland		785,768	752,311	4.4%
Promenade Shops		753,148	711,267	5.9%
Orchards Shopping Center		716,222	626,529	14.3%
Thompson Valley Shopping Center		595,622	529,603	12.5%
Outlet Mall		357,347	374,753	-4.6%
South West Loveland		331,431	311,984	6.2%
Downtown		304,502	279,490	8.9%
The Ranch		203,729	197,812	3.0%
Columbine Shopping Center		180,342	171,631	5.1%
Airport		94,318	96,642	-2.4%
All Other Areas (1)		1,640,869	1,626,319	0.9%
Total		\$10,251,494	\$9,909,702	3.4%

(1) Refers to sales tax remitted by vendors who are located outside of the City but make sales to customers within Loveland.

- North West Loveland
- North East Loveland
- Orchards Shopping Center
- Downtown
- Promenade Shops
- Thompson Valley Shopping Center
- Airport
- South West Loveland
- South East Loveland
- Columbine Shopping Center
- Centerra
- Outlet Mall
- The Ranch
- All Other Areas



Map →



Sales Tax Collections

p.134

Description	YTD 2015	YTD 2014	\$ Change	% Change	% of To- tal	Total %
Department Stores & General Merchandise	\$2,021,799	\$2,034,434	\$ (12,635)	-0.6%	19.7%	19.7%
Restaurants & Bars	1,266,299	1,161,071	105,228	9.1%	12.4%	32.1%
Grocery Stores & Specialty Foods	1,224,061	1,083,743	140,318	12.9%	11.9%	44.0%
Clothing & Clothing Accessories Stores	736,999	709,002	27,997	3.9%	7.2%	51.2%
Motor Vehicle Dealers, Auto Parts & Leasing	706,082	652,887	53,195	8.1%	6.9%	58.1%
Building Material & Lawn & Garden Supplies	600,791	598,073	2,718	0.5%	5.9%	64.0%
Utilities	596,374	621,082	(24,708)	-4.0%	5.8%	69.8%
Sporting Goods, Hobby, Book & Music Stores	469,234	478,161	(8,927)	-1.9%	4.6%	74.3%
Used Merchandise Stores	351,556	345,333	6,223	1.8%	3.4%	77.8%
Broadcasting & Telecommunications	347,316	379,199	(31,883)	-8.4%	3.4%	81.2%
Beer, Wine & Liquor Stores	250,010	217,265	32,745	15.1%	2.4%	83.6%
Consumer Goods & Commercial Equipment Rental	218,565	191,855	26,710	13.9%	2.1%	85.7%
Hotels, Motels & Other Accommodations	214,433	200,807	13,626	6.8%	2.1%	87.8%
Electronic Shopping & Mail-Order Houses	191,439	187,998	3,441	1.8%	1.9%	89.7%
Electronics & Appliance Stores	188,243	188,130	113	0.1%	1.8%	91.5%
Health & Personal Care Stores	188,069	167,320	20,749	12.4%	1.8%	93.4%
Furniture & Home Furnishing Stores	135,569	134,412	1,157	0.9%	1.3%	94.7%
Gasoline Stations with Convenience Stores	99,105	77,542	21,563	27.8%	1.0%	95.7%
Office Supplies, Stationery & Gift Stores	86,715	96,332	(9,617)	-10.0%	0.8%	96.5%
All Other Categories	358,835	385,056	(26,222)	-6.8%	3.5%	100.0%
Total	\$10,251,494	\$9,909,702	\$ 341,791	3.4%	100.0%	

Claims Incurred

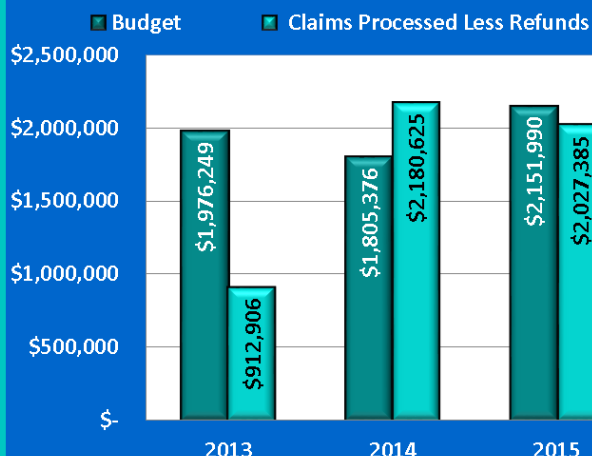
		OAP	HRA	Total
2015	Mar	640,398	187,717	828,115
	YTD	2,365,014	567,813	2,932,828
2014	Mar	626,977	204,742	831,719
	YTD	2,091,245	822,511	2,913,756
Change	Mar	13,421	(17,025)	(3,604)
	% Mar	2.1%	-8.3%	-0.4%
	YTD	273,769	(254,698)	19,072
	% YTD	13.1%	-31.0%	0.7%

⇒ HRA—Health Reimbursement Arrangement

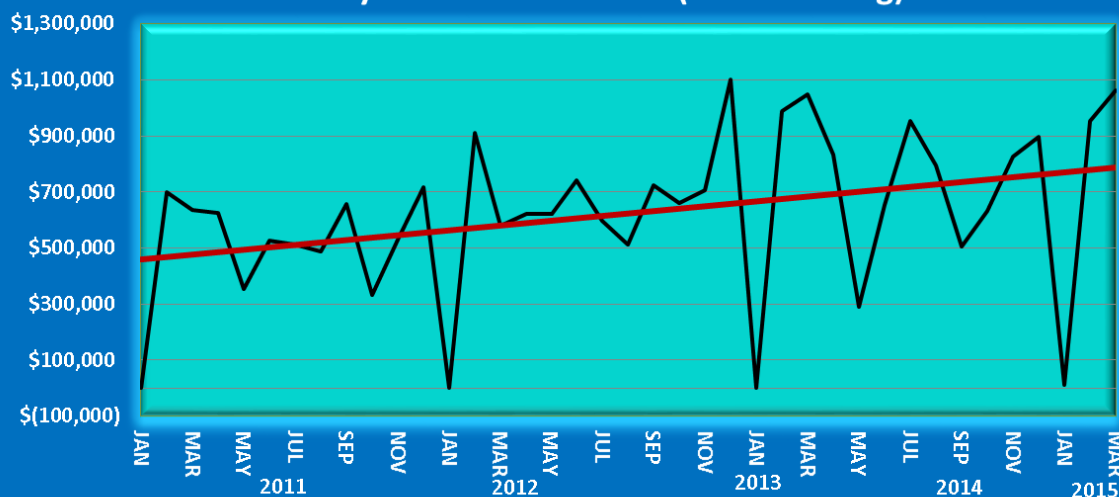
⇒ OAP—Open Access Plan

Incurred claims are total expenses the City is obligated to pay for claims, including claims paid and unpaid. Paid claims are those claims that have been paid and reconciled through the bank to-date, which may not reflect Stop Loss reimbursements or other refunds.

YTD Claims Processed Less Refunds vs Budget



Monthly Health Claims Paid (4 Year Rolling)



Comparison of YTD Claims Over \$25k

March	2012	2013	2014	2015
# of claims	13	12	23	22
YTD Cost of high claims	\$620,274	\$612,323	\$1,681,200	\$1,433,744

⇒ 2015 # of StopLoss claims: 1

⇒ Projected YTD Reimbursements: \$45,804
(claims over \$175k paid by StopLoss Carrier)

Activity Measures

p.156

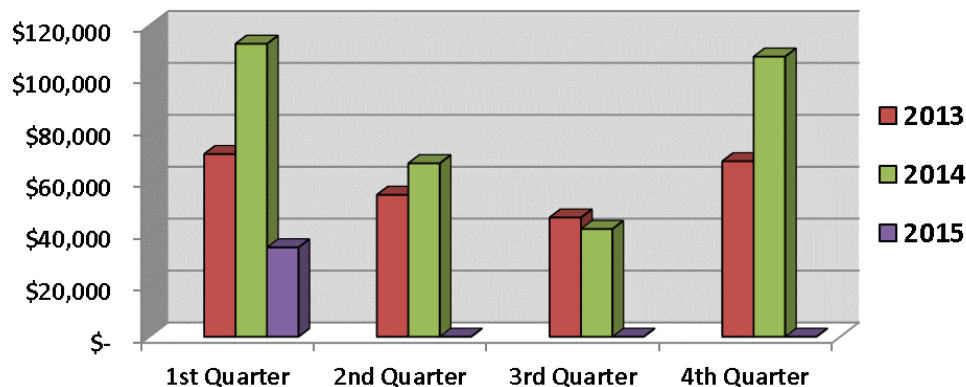
Measures	Mar 2013	Mar 2014	Mar 2015	2013 YTD	2014 YTD	2015 YTD
# of Building Permits	175	145	215	478	455	545
Building Permit Valuations	\$ 27,701,671	\$ 8,356,735	\$ 17,998,339	\$ 44,123,982	\$ 35,531,935	\$ 40,088,191
# of Certified Occupancies	39	16	17	77	37	80
Net # of Sales Tax Licenses	(35)	(63)	(12)	367)	(126)	(60)
New Residential Electric Meter Sets	37	12	105	72	105	243
# of Utility Bills Sent	36,507	36,804	37,373	109,343	110,233	111,864
Rounds of Golf	3,645	5,252	7,007	7,634	6,358	11,719
\$ Average Health Claim Costs/Emp.	\$ 953	\$ 1,268	\$ 1,216	\$ 1,087	\$ 1,479	\$ 1,442
KWH Demand (kH)	91,251	90,246	95,581	282,538	292,851	291,978
KWH Purchased (kwh)	59,202,465	58,218,182	58,944,759	177,377,942	123,585,983	182,954,741
Gallons of Water Sold	139,059,750	131,233,169	141,193,276	428,049,107	434,762,390	453,472,733
# of Workers' Comp Claims 2015	8	7	10	26	15	24
\$ of Workers' Comp Claims Paid 2015	\$ 26,180	\$ 88,105	\$ 27,189	\$ 75,193	\$ 159,735	\$ 163,830
# of Total Open Claims	12	15	16	Not Cumulative		
\$ of Total Open Claims	249,273	471,962	423,712	Not Cumulative		
\$ of Lodging Tax Collected	\$ 45,626	\$ 53,063	\$ 57,107	\$ 126,988	\$ 151,463	\$ 168,017



City of Loveland
Statement of Results of Operations for Rialto Theatre Center
For Quarter Ending 3/31/2015

	YTD Amount	YTD Budget	% of Budget	2013 YTD	Change from Prior Year
Rialto Theatre					
Rialto Theatre Revenues					
Revenues from Operations	59,042	157,340	37.52%	59,617	-0.97%
Gifts/Donations	20,000	12,140	164.74%	22,000	0.00%
Transfers from Lodging Tax Fund	25,000	25,000	100.00%	25,000	0.00%
Total Rialto Theatre Revenues	104,042	194,480	53.50%	106,617	-2.42%
Rialto Theatre Expenses					
Personnel Costs	74,812	75,840	98.64%	51,155	46.25%
Supplies	6,105	4,800	127.19%	3,451	76.90%
Purchased Services	45,996	28,710	160.21%	32,536	41.37%
Capital Outlay	-	-	0.00%	-	-
Total Direct Costs	126,914	109,350	116.06%	87,143	45.64%
Administrative Allocations	38,080	38,080	100.00%	36,520	0.00%
Total Rialto Theatre Expenses	164,994	147,430	111.91%	123,663	33.42%
Rialto Theatre Net Income (Loss)	(60,952)	47,050	-129.55%	(17,046)	257.58%
Rialto Event Center					
Rialto Event Center Revenues					
Revenues from Operations	3,166	6,480	48.86%	6,270	-49.51%
Gifts/Donations	-	-	0.00%	-	0.00%
Total Event Center Revenues	3,166	6,480	48.86%	6,270	-49.51%
Rialto Event Center Expenses					
Personal Services	9,235	8,170	113.03%	8,341	10.71%
Supplies	-	850	0.00%	-	-
Purchased Services	(13,306)	13,920	0.00%	-	-
Capital Outlay	-	-	#DIV/0!	-	0.00%
Total Rialto Event Center Expenses	(4,071)	22,940	-17.75%	8,341	-148.81%
Rialto Event Center Net Income (Loss)	7,237	(16,460)	-43.97%	(2,071)	-449.41%
Grand Total Rialto Theatre Center Revenues	107,208	200,960	53.35%	112,887	-5.03%
Grand Total Rialto Theatre Center Expenses	160,923	170,370	94.45%	132,004	21.91%
Rialto Theatre Center Net Income (Loss)	(53,715)	30,590	-175.60%	(19,117)	180.98%

Rialto Theater Center Quarterly Revenue Comparison



SnapShot

March 2015

◆.....◆

For more information regarding this report contact:

Brent Worthington

Finance Director

970.962.2300 or

brent.worthington@cityofloveland.org

.....

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 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 bettye.greenberg@cityofloveland.org or 970-962-3319

.....





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: 9
MEETING DATE: 5/5/2015
TO: City Council
FROM: Alan Krcmarik, Executive Fiscal Advisor
PRESENTER: Alan Krcmarik

TITLE: Investment Report for March 2015

RECOMMENDED CITY COUNCIL ACTION:

This is an information only item. No Council action is required.

SUMMARY: The budget projection for investment earnings for 2015 is \$1,759,080. On the portfolio's 2015 beginning balance this equates to an annual interest rate of 0.84%. Based on the monthly statement, the estimated annualized yield in March on the securities held by USBank was 1.05%. For March, earnings of \$189,340 were posted to City funds. Interest rates fell in March, bringing the unrealized loss down to \$49,403 from \$532,192 in February. Due to draws from fund balances to pay for the cost of scheduled capital projects, flood response, and project repair, the portfolio is about \$6.8 million lower than December 2013 and \$25.6 million lower than the pre-flood peak.

BACKGROUND: At the end of March, the City's portfolio had an estimated market value of \$205.0 million, about \$1.2 million more than a month ago. Of this amount, USBank held \$190.3 million (including accrued interest) in trust accounts; other funds are held in local government investment pools, in operating accounts at First National Bank, and a few other miscellaneous accounts. Interest rates trended to all-time record lows in 2012-2013 before rising in the second half of 2014. After a sharp drop in January and a bounce upward in February, interest rates moved back down in March. Short-term rates are projected to rise later in 2015 and are dependent upon the actions of the Federal Open Market Committee. City investments are in US Treasury Notes, high-rated US Agency Bonds, highly-rated corporate bonds, money market accounts, insured certificates of deposit and local government investment pools. The City's investment strategy emphasizes safety of principal, then sufficient liquidity to meet cash needs, and finally, return on investment. Each percent of earnings on the portfolio equates to about \$2 million annually.

REVIEWED BY CITY MANAGER:

LIST OF ATTACHMENTS: Investment Focus March 2015



Investment Focus

Monthly Investment Report

March 2015

What's in here?

Focal Points	1
Gain / Loss	
Spending Curbs Ease	
Rate Trends	2
Cash Statement	3
Portfolio Size /	4
Investment Types	
Transactions /	5
Maturity	
Labor Data	6-7
Future Scan	8

Focal Points

- * **2015 targets for the City's portfolio:**
1) interest rate = **0.84%**; 2) earnings = **\$1,759,080**.
- * **City investments are in high-quality, low-risk securities to comply with state law and the City's adopted investment policy.**
- * **Interest earnings posted for the month totaled \$189,340.**
- * **Each 1% of market value amounts to nearly \$2 million.**
- * **Month end market value shows the unrealized loss was estimated to be **\$49,403** at the end of March.**

Congress Eases Up on Spending Curbs

"At first glance, fiscal austerity remains the order of the day in Congress . . . Look closer and there are signs the era of spending restraint is easing."

"Exhibit one: To boost military funding, House Republicans last month approved a backdoor way to bust through the across-the-board spending curbs known as the sequester that Congress approved in 2011."

Exhibit two: Lawmakers last week overwhelmingly passed a bipartisan deal to set new formulas to

Type of Investment	Purchase Price	Market Price	Unrealized Gain / Loss
Checking Accounts	\$ 12,107,626	\$ 12,107,626	-
Investment Pools	\$ 2,524,502	\$ 2,524,502	-
Money Markets	\$ 12,289,850	\$ 12,289,850	-
Subtotal	\$ 26,921,978	\$ 26,921,978	-
Notes, Bonds, and CDs	\$ 178,097,275	\$ 178,047,872	\$ (49,403)
Total Portfolio	\$ 205,019,253	\$ 204,969,850	\$ (49,403)
Data sources	(Morgan Stanley)	(US Bank)	

continued on page 2

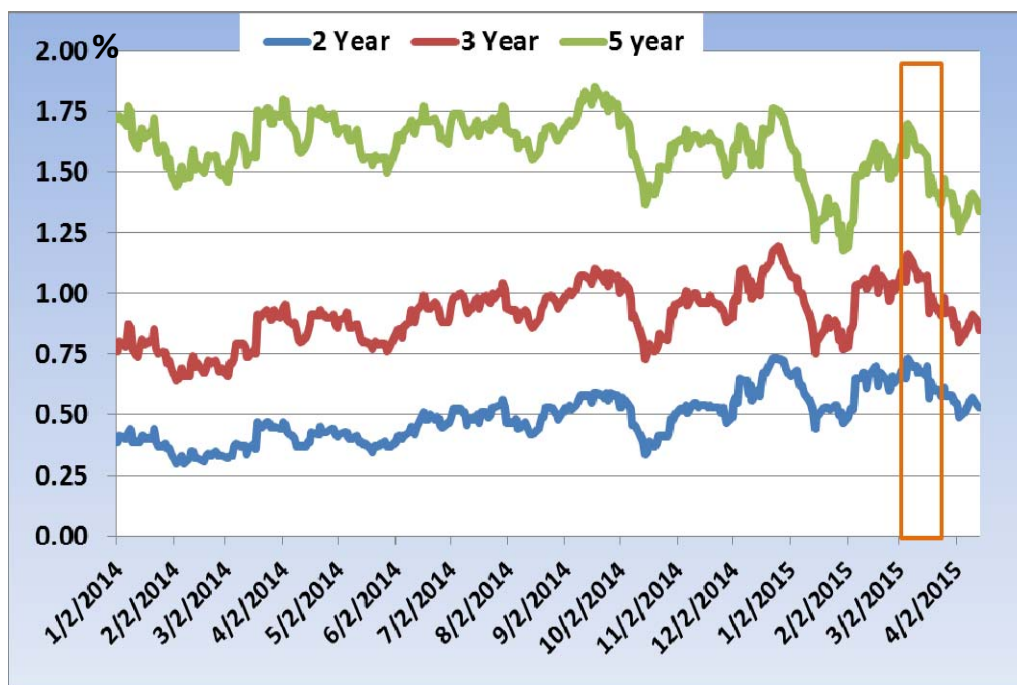
Due to rounding, column and row totals may not add exactly.

City of Loveland
500 East 3rd Street
Loveland, CO 80537



Monthly Investment Report

Treasury Rate Trends / Spending Curbs Easing



Interest rates on U.S. Treasuries fell in March. The 2-year was down 7 basis points, the 3-year was down 12, and the 5-year treasury was down 13 basis points.

When rates fall, the price of securities held in the portfolio increases, resulting in a small unrealized loss at month end.

Continued from page 1

calculate the way physicians and other providers are paid when they treat patients on Medicare, the federal health program for the elderly and disabled. The change ends more than a decade of legislative patches for a system that had repeatedly threatened to cut doctors' payments."

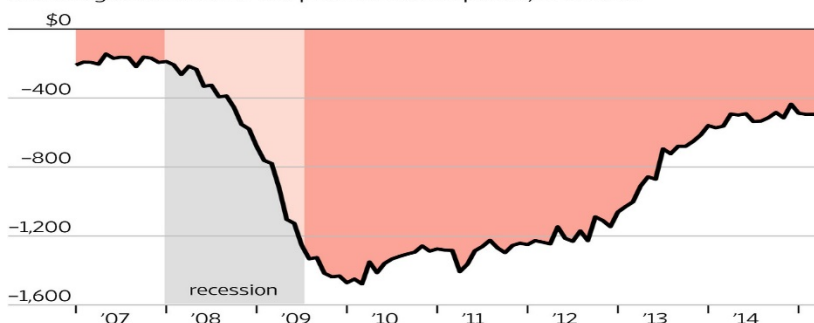
"So why are fiscal restraints easing? First, the deficit has shrunk considerably due to spending cuts and an expanding economy that has brought in more revenue. . . lawmakers are finding that years of spending cuts are beginning to have more bite, especially at the Pentagon."

"Even if spending doesn't rise, the government has ceased to be a drag on economic growth."

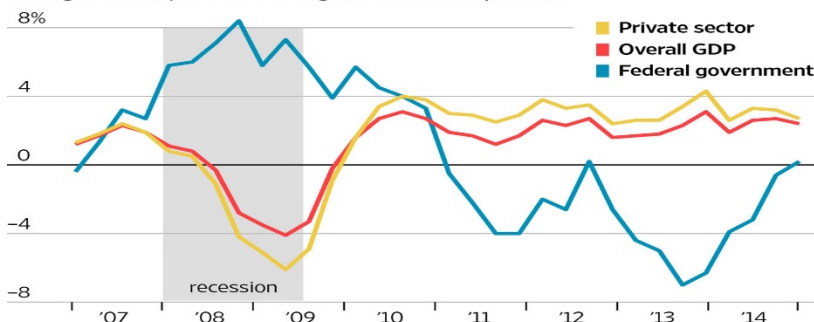
Source: Column THE OUTLOOK by Nick Timiraos, in **THE WALL STREET JOURNAL** April 20, 2015.

Loosening the Spigot

The deficit has shrunk due to spending cuts and an expanding economy... U.S. budget deficit over the prior 12-month period, in billions



...and the federal government is no longer dragging on growth. Change from a year earlier in gross domestic product



Sources: Treasury Department (deficit); Commerce Department (GDP) THE WALL STREET JOURNAL.

March 2015

Bottom Line: 2.4% Below Beginning Balance

		Est. 2015 Beginning	YTD Activity	Month End Total
	Restricted Reserves			
1	Capital Expansion Fees	\$ 26,175,241	\$ 621,868	\$ 26,797,109
2	Water System Improvement Fees	8,739,018	(935,276)	7,803,742
3	Raw Water Revenue - Windy Gap	23,717,172	1,007,075	24,724,246
4	Wastewater System Imp. Fees	6,567,194	159,686	6,726,879
5	Storm Drainage System Imp. Fees	1,831,422	38,720	1,870,142
6	Power Plant Investment Fees	3,062,677	293,974	3,356,651
7	Cemetery Perpetual Care	2,796,863	(29,639)	2,767,224
8	Other Restricted	32,895,758	(3,216,553)	29,679,206
9	Total Restricted	\$ 105,785,344	\$ (2,060,145)	\$ 103,725,199
	Committed / Assigned			
10	General Fund	\$ 11,224,908	\$ 227	\$ 11,225,135
11	Enterprise Funds	5,251,557	(555,497)	4,696,060
12	Internal Service Funds	16,322,041	345,270	16,667,311
13	Total Committed / Assigned	\$ 32,798,506	\$ (210,000)	\$ 32,588,506
14	Total Restricted/Committed/Assigned	\$ 138,583,850	\$ (2,270,145)	\$ 136,313,705
	Unassigned Balance			
15	General Fund	\$ 31,018,046	\$ 706,032	\$ 31,724,077
16	Airport	1,935,755	(21,956)	1,913,799
17	Internal Service - Vehicle Maint.	12,327	(12,319)	8
18	Enterprise Funds	35,971,116	(3,361,986)	32,609,130
19	Total Unassigned	\$ 68,937,243	\$ (2,690,229)	\$ 66,247,015
20	TOTAL FUND BALANCE	\$ 207,521,094	\$ (4,960,374)	\$ 202,560,719

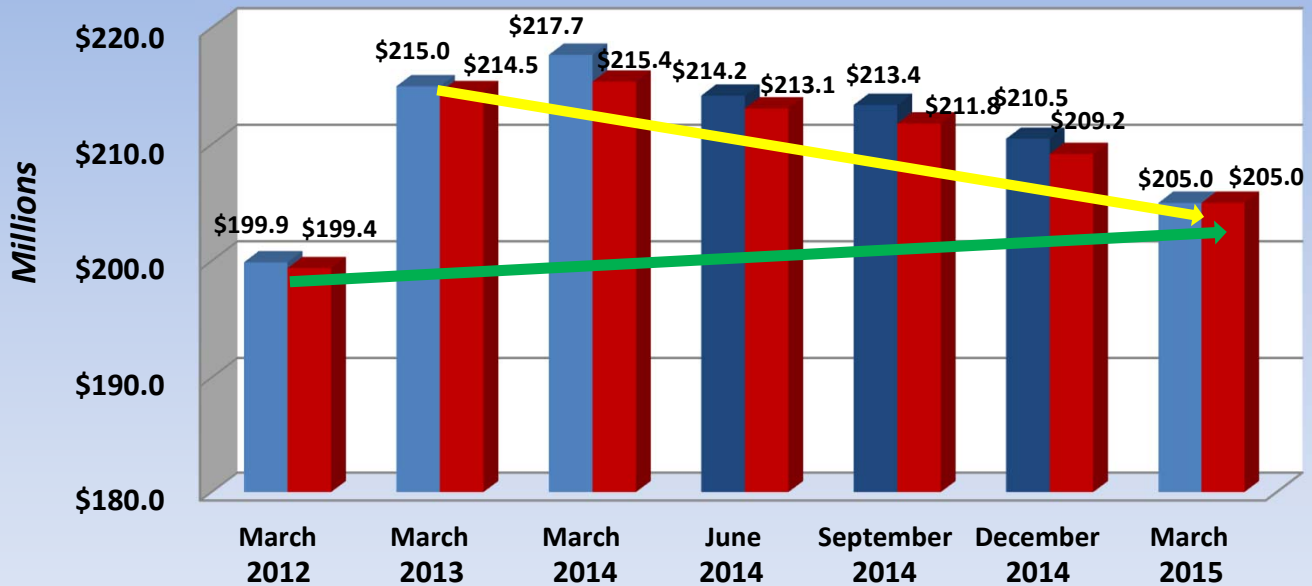
Source: City of Loveland Budget Office

Due to rounding, column and row totals may not add exactly.

Monthly Investment Report

Portfolio Growth Trend / Types of Investments

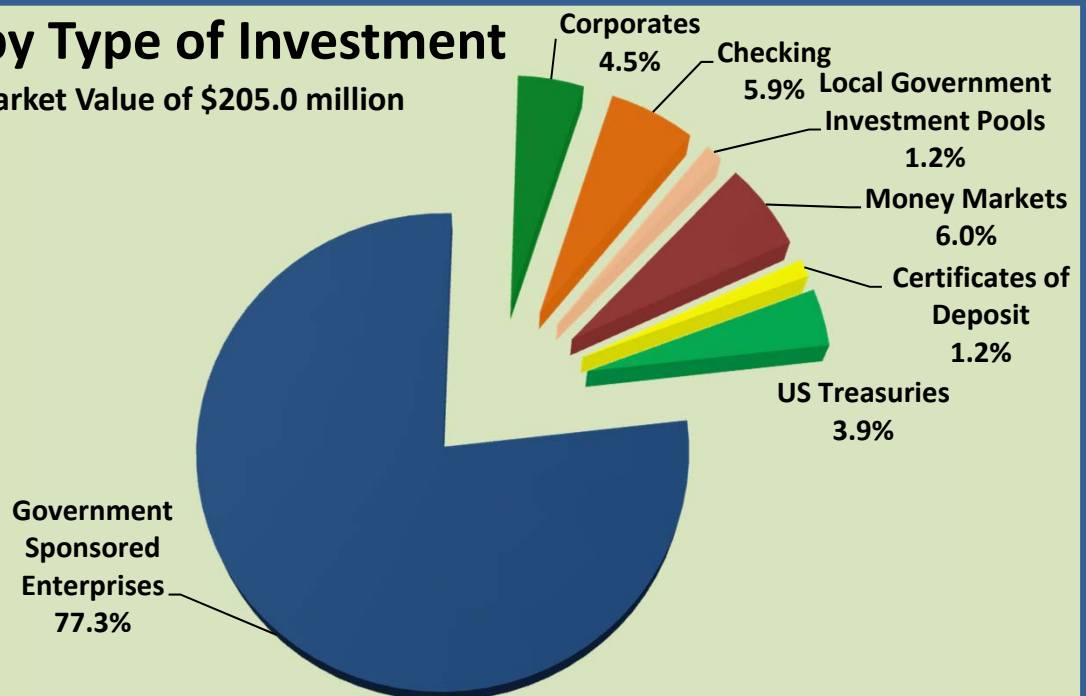
Portfolio Size Since March 2012



Blue bars show Purchase value; red or green bars show Market value (red = loss and green = gain).

Portfolio by Type of Investment

March 2015 – Market Value of \$205.0 million

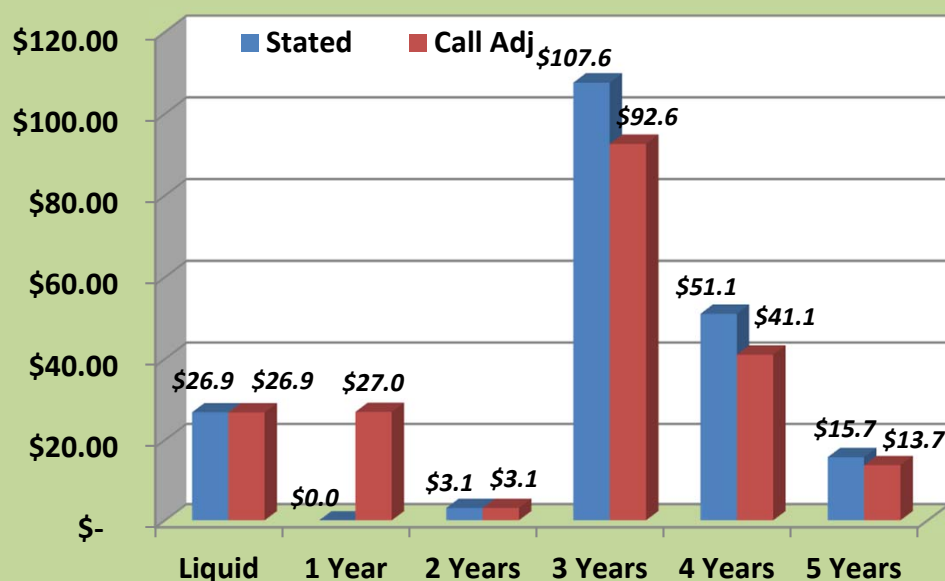


March 2015

Transactions / Portfolio by Maturity

	Maturity Date	Face Value	Purchase \$	Stated Rate
Purchases				
None this month				
<u>Matured</u>				
None this month				
<u>Called</u>			<u>Call Value \$</u>	
None this month				
<u>Sales</u>			<u>Gain/(Loss) \$</u>	
None this month				

Portfolio by Estimated Maturity Term
(in millions - Total = \$205.0 at the end of March)



The target interest earnings rate for 2015 is 0.84%. Rates have been volatile over recent months and reached all-time lows for the 10-year treasury.

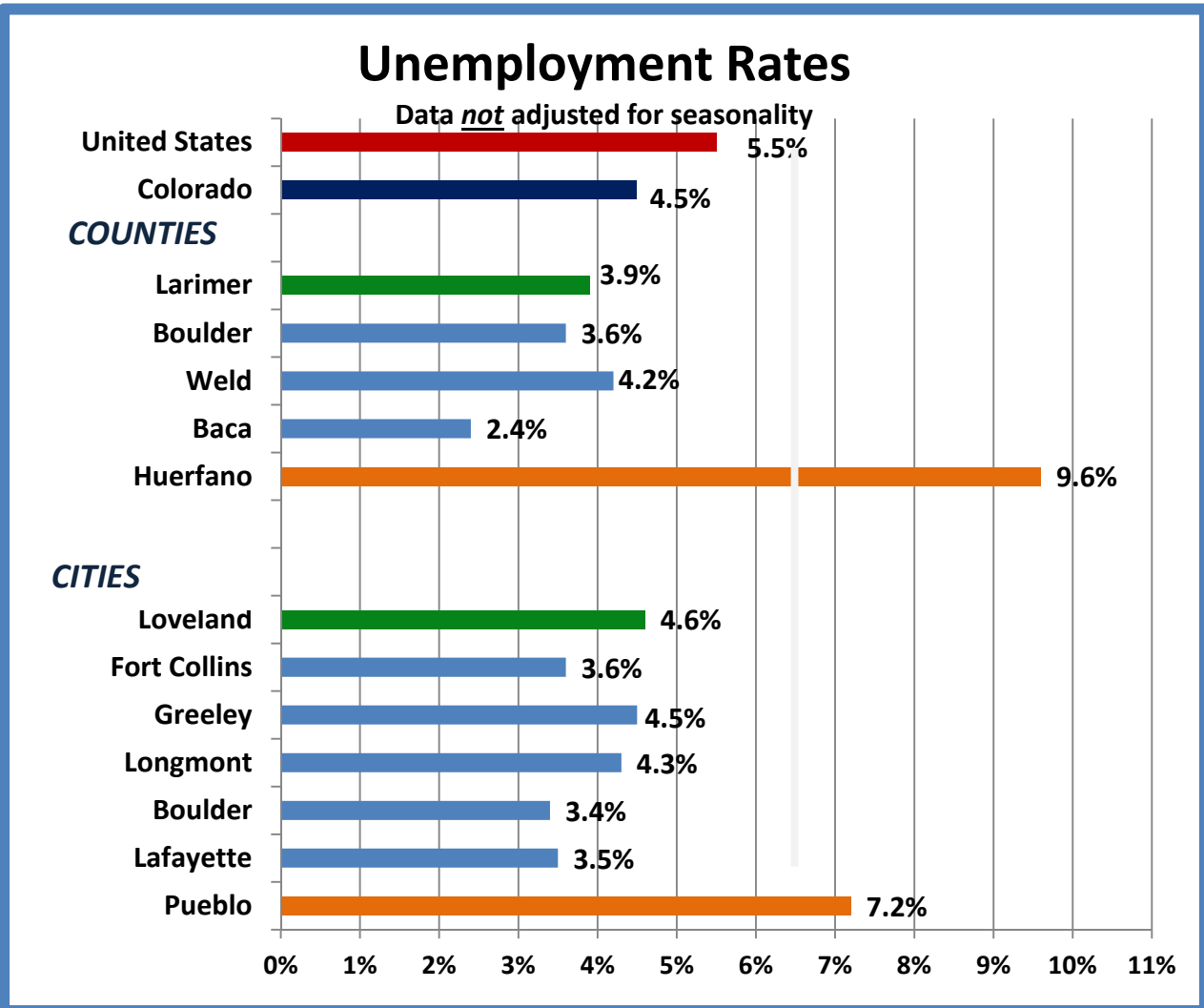
To support earnings, or to reposition the portfolio, bonds may be sold. Sales have netted (\$ -1,692) this year.

Blue bars show the stated term; red bars show possible calls.

Updated Colorado Labor Data – **Major** Revisions from the Colorado Department of Labor and Employment

- ❑ Loveland's employed workforce expanded in March, **up 249** jobs from February.
- ❑ Compared to March of 2014, there are now **609 more** jobs reported by Loveland residents

Important note: It is a routine practice at the beginning of each year for the Bureau of Labor Statistics to revise estimates for prior years based on new information available and updated methodologies. Revisions to the unemployment rate and all related household survey based series as a result of the benchmark process this year were particularly significant due to a change to American Community Survey based inputs. All series were revised back to 1976.



Missing Workers Update

Current “missing worker” estimates at a glance

Updated April 3, 2015, based on most current data available.

Total missing workers,
March, 2015:
3,330,000

Unemployment rate if
missing workers were
looking for work:
7.4%

Official
unemployment rate:
5.5%

In today's labor market, the unemployment rate drastically understates the weakness of job opportunities. This is due to the existence of a large pool of “missing workers”—potential workers who, because of weak job opportunities, are neither employed nor actively seeking a job. In other words, these are people who would be either working or looking for work if job opportunities were significantly stronger. Because jobless workers are only counted as unemployed if they are actively seeking work, these “missing workers” are not reflected in the unemployment rate. When persons marginally attached to the labor force plus those employed part time for economic reasons are added to the official unemployment rate (the 5.5% number above right), the rate rises to **10.9%** (the seasonally adjusted U-6 number; the unadjusted number is **11.0%**).

Website: <http://www.epi.org/publication/missing-workers/>





Future Scan: Rates, Employment, Recession

❖ **WSJ Survey: Economists Think Fed Will Wait Until September to Raise Rates**

- “Some [65%](#) of the economists in the latest survey [expected a September rate increase](#), while just 18% saw the first move coming in June.”
- “Just a month earlier, economists were more evenly split, with [48% predicting a first rate rise in June](#) while 38% expected it in September.”
- The latest survey was conducted Friday through Tuesday; [60 analysts offered predictions for the timing](#) of the central bank’s initial rate increase.
- Paul Ashworth, chief U.S. economist at Capital Economics, shifted his prediction from June to September, though he said a June rate increase is still a real possibility. “Fed officials themselves seem to be incredibly cautious” about raising rates, he said, and recent economic data have come in “a little bit weaker,” though harsh winter weather may be the primary culprit.
(Source: *WSJ Survey: Economists Think Fed Will Wait Until September to Raise Rates*, by Ben Leubsdorf in **THE WALL STREET JOURNAL** online, April 9, 2015.)

❖ **Morgan Stanley – “Spring US Economic Outlook - The Beginning of the End”**

- The first rate hike comes later than expected by Fed watchers and the market, but one quarter sooner than we had previously anticipated. We expect the Fed to first hike rates in December 2015, choosing a blend of hikes and balance sheet adjustments to tighten policy thereafter.
- We have taken down our 4Q/4Q growth forecast for 2015 by 0.5 percentage points (pp) to 2.3%, the low point of the Fed’s central tendency range.
- Demand for consumer revolving credit has strengthened, and improving wage growth, alongside the boost to aggregate income from job gains, should provide ample fundamental support for consumer spending. A persistently higher rate of savings poses the greatest risk to our outlook for consumer spending.
(Source: *Spring US Economic Outlook*, by Ellen Zenter et al, April 12, 2015, **MorganStanley**.)

❖ **The March 2015 Colorado Employment Situation** was released April 21st. Total nonfarm payroll jobs declined 3,900 from February to March to 2,504,100 jobs. Private sector payroll jobs decreased 4,600 and government increased 700. The latest household survey data show Loveland’s unemployment rate to be 4.6%, just 0.1% lower than February. Other cities and counties show similar results. The chart with other cities and counties is on page 6. (Next Update May 27.)

(Source: Colorado Department of Labor and Employment **March 2015 Colorado Employment Situation**, April 21, 2015.)

❖ **Recession Outlook:** Four indicators (Industrial Production, Nonfarm Employment, Real Personal Income, and Real Retail Sales) are the basis for determining a recession. Based on March data, Industrial Production fell by **0.64%**; March Real Retail Sales rose by 0.63% and, March Employment continued on a growth trend of 0.09%. Real Income was up 0.17% in February. The average is +0.06%. “The overall picture of the US economy had been one of slow recovery from the Great Recession. We had a conspicuous downturn during the winter of 2013-2014 and subsequent rebound. And weak Retail Sales and Industrial Production in over the past four months have triggered a replay of the “severe winter” meme. Indeed, the average of these indicators in recent months suggests that the economy remains near stall speed.” (Source: *Advisor Perspectives*, Doug Short, April 21, 2015.)

For more information regarding this report, please contact:

Alan Krcmarik, Executive Fiscal Advisor 970.962.2625 or Alan.Krcmarik@cityofloveland.org

Monthly Investment Report

March 2015





CITY OF LOVELAND
POLICE DEPARTMENT

810 East 10th Street • Loveland, Colorado 80537
(970) 667-2151 • FAX (970) 962-2917 • TDD (970) 962-2620

AGENDA ITEM: 10
MEETING DATE: 5/5/2015
TO: City Council
FROM: Tim Brown, Police Department
PRESENTER: Tim Brown, Captain and Cheryl O'Shell, RJCC Board President

TITLE:

A motion to award a Services Contract to The Restorative Justice Community Council in the amount of \$20,000.00 and authorize the City Manager to execute a contract.

RECOMMENDED CITY COUNCIL ACTION:

Approve the motion as recommended.

OPTIONS:

1. Adopt the action as recommended.
 2. Deny the action. RJCC would continue to provide its Restorative Justice programming to a limited portion of the Loveland community through the Thompson School District.
 3. Adopt a modified action (specify in the motion).
 4. Refer back to staff for further development and consideration. Should this recommendation be referred back to Staff for further consideration, it may not allow for establishment of the Restorative Justice programming in time for the start of the 2015-2016 school year in the Thompson School District.
-

SUMMARY:

This an administrative action to authorize the City Manager to enter into a services contract with the Restorative Justice Community Council for managing a youth diversion program associated with misdemeanor criminal offenses.

The Restorative Justice Community Council (RJCC) has submitted a proposal to provide a restorative justice conferencing program for youth between the ages of 10 and 17 as a diversion program for eligible first-time violators of certain municipal code violations. Loveland Police Department personnel will identify appropriate referrals and RJCC police liaisons will manage the referral and conferencing process.

The proposal requests a \$20,000.00 annual contract to support a part-time Program Coordinator position to recruit, screen, and train approved volunteers; manage the referral process; schedule restorative conferencing after appropriate referrals are made; and provide administrative support for the program (grant applications, reporting, etc.). Since the 2015 implementation is for a partial year, the initial request is for \$10,000.00 to establish the referral

and screening processes with the City Attorney's Office and the Loveland Police Department and to ensure that there are trained volunteers to manage cases beginning with the 2015-2016 Thompson R2J school year.

BUDGET IMPACT:

- ☐ Positive
- ☒ Negative
- ☐ Neutral or negligible

This contract requires \$10,000 of funding that is not currently included in the 2015 budget, but which can be funded this year by savings in other areas. No appropriation is needed for 2015. Continuation of this contract would result in a \$20,000 appropriation request in 2016.

BACKGROUND:

City Council expressed an interest in creating diversion programs for misdemeanor youth offenses that hold youth offenders accountable for their behavior prior to the offender going through the municipal court process.

Restorative Justice Conferencing provides an opportunity for a violator to recognize and atone for the harm caused victims, the community and themselves. It creates an environment that supports an enhanced understanding of the consequences of an offender's behavior. It is less expensive than court involvement and is intended to avoid the potential negative impact on youth violators that may stem from entering the juvenile justice system as a result of violating laws and ordinances.

RJCC is a 501(c) (3) organization and seeks to expand its restorative justice services within the City of Loveland jurisdiction using direct referrals from the Police Department, prior to any court intervention or entry into the formal criminal justice system. RJCC will also accept referrals from the Municipal prosecutor when appropriate to defer additional cases.

City staff has discussed the RJCC proposal with the RJCC, the City Attorney's Office, and the City Manager's Office over the past year to evaluate the City's experience with youth offenders, the expected resources necessary to effectively manage the program and the desire to improve the probability for a positive outcome for the youth and the community. The proposal is attached for City Council consideration.

Based upon RJCC's review of 2013 and 2014 case data from the Police Department, RJCC anticipates managing approximately 60 cases per year. Approximately \$3,600.00 in fees are expected to be collected from offenders during a calendar year to cover additional costs of operation.

This program is expected to help reduce prosecution and court-related expenses by successfully deferring cases away from the formal system while reducing recidivism as a

consequence of offenders accepting responsibility for their actions and more fully understanding the consequences of their actions.

REVIEWED BY CITY MANAGER:



LIST OF ATTACHMENTS:

Letter to Police Department from RJCC explaining business plan and anticipated case volume.

RJCC

Restorative Justice Community Council

(A 501(c)(3) Non-Profit Corporation dedicated to providing Restorative Justice services to youth and young adults throughout Northern Colorado)

MEMORANDUM

TO: Bill Cahill, City Manager
Luke Hecker, Police Chief
Tim Brown, Police Services

FROM: Cheryl O'Shell, RJCC Board President

RE: Information for Council Packet, May 5, 2015 Regular Meeting

DATE: April 19, 2015

Gentlemen, I am sending you updated information that should be helpful in the decision making process regarding a contract for services provided by RJCC.

RJCC

Restorative Justice Community Council

(A 501(c)(3) Non-Profit Corporation dedicated to providing Restorative Justice services to youth and young adults throughout Northern Colorado)

BACKGROUND:

History: In 2010, the City of Fort Collins Restorative Justice Services (FCRJS) program director recruited several supportive community members to discuss the need for an expansion of restorative practices beyond the City limits to provide the same number and type of court diversion programs to all youth and young adults committing misdemeanor offenses in Northern Colorado. This was prompted by questions from parents, probation staff and staff of the 8th Judicial District District Attorney's office as to why inequity existed in options offered to offenders in the District depending on where the crime was committed. The decision of the group of community members was to form a board and move toward creating a non-profit dedicated to expanding restorative justice practices for youth and young adult offenders.

Mission/Purpose: The IRS gave Restorative Justice Community Council (RJCC) Non-Profit status on February 14, 2011. Its mission is to provide a restorative and balanced approach to crime and conflict that promotes justice and resolution for victims, reparation for the community and accountability, personal development and re-integration of the offender into productive community life with respectful treatment of all involved.

TARGET POPULATION:

RJCC focuses on cases involving youth and young adults committing misdemeanor offenses such as: theft, harassment/bullying, graffiti, criminal tampering, trespass, criminal mischief, explosives, shoplifting and arson. The contract with Loveland will start with non-shoplifting youth offenders and may expand include shoplifting in 2016. Services to young adult offenders will be included upon mutual agreement with the parties. Primary case referral agencies are: City of Loveland City Attorney's Office and City of Loveland Police Department.

The potential caseload that fits the contract population is as follows:

Loveland Police Department	2013 Data	2014 Data	4 th Quarter 2015 Potential RJCC Referrals	2016 Potential RJCC Referrals
Under 18	367	379	15	60*
18 - 21	376	325		
Total	743	704		

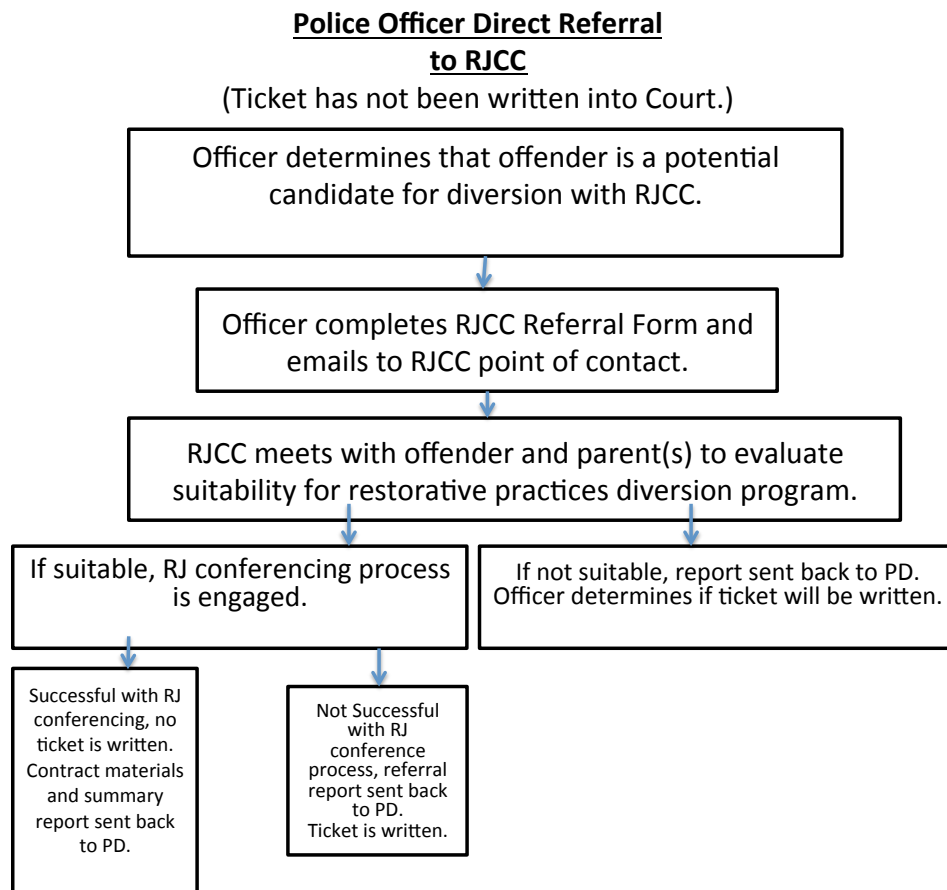
*Will increase by 100% if shoplifting added in 2016.

RJCC

Restorative Justice Community Council

(A 501(c)(3) Non-Profit Corporation dedicated to providing Restorative Justice services to youth and young adults throughout Northern Colorado)

REFERRAL PROCESS:



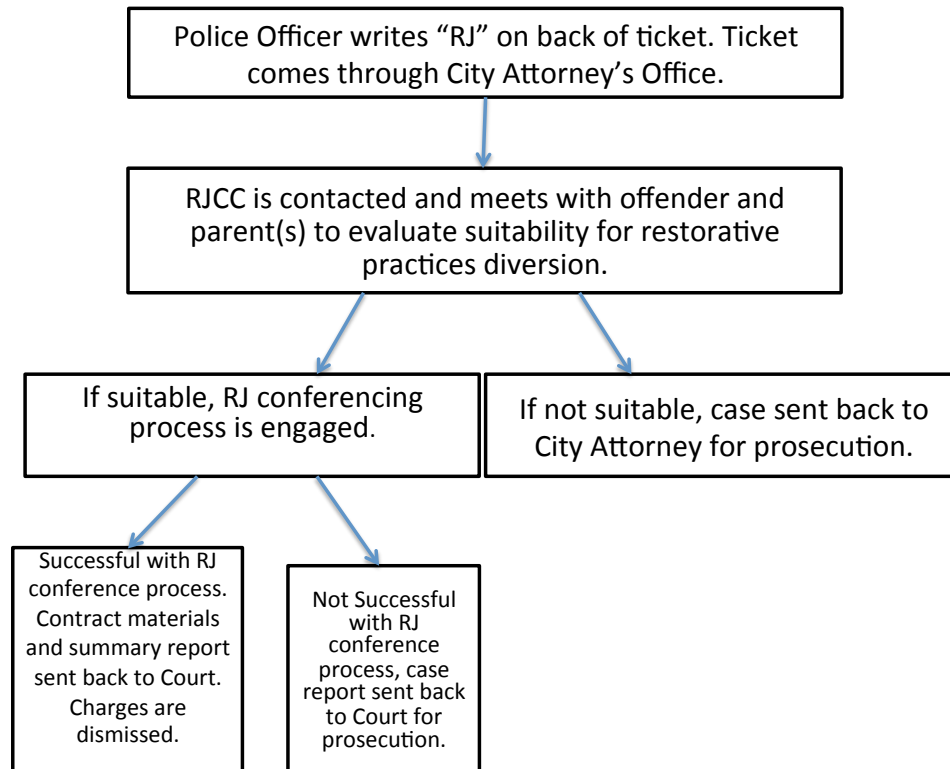
RJCC

Restorative Justice Community Council

(A 501(c)(3) Non-Profit Corporation dedicated to providing Restorative Justice services to youth and young adults throughout Northern Colorado)

Municipal Court Referral to RJCC

(Ticket is written and charges filed. No plea is entered)



FINANCIAL INFORMATION:

Revenue Projections:

RJCC has \$7,000 of available funding. It will be used for volunteer insurance and background checks, phone service, office supplies and training materials and miscellaneous expenses. Donation funding strategies are set by the Board each year and involve group presentations by Board members. Case fees are charged on a sliding scale based on family income. They vary from \$25.00 to \$75.00 per case. Since 30% of Thompson School District students qualify for free lunch, it is likely that thirty percent of the offenders referred to RJCC will be at the end of the scale. This equates to \$3,600 in fees collected from sixty offenders.

RJCC

Restorative Justice Community Council

(A 501(c)(3) Non-Profit Corporation dedicated to providing Restorative Justice services to youth and young adults throughout Northern Colorado)

Budget:

Budget	Expense	Item	Source	Of Revenue	To Cover	Item
Item	Description	Cost	In-Kind	Thompson R2-J	Donations, Grants, Fees	Funding Gap
Program Coordinator	Part-Time 20 hour Position	\$20,000				\$20,000
Case Service Providers	Volunteers logging 1250 hours of time	\$22,500	\$22,500			\$0
Computer Hardware and Software		\$1,800		\$1,800		\$0
Phone		\$1,599			\$1,599	\$0
Internet	Annual Cost	\$ 600		\$ 600		\$0
Office Supplies	Routine, training materials, snacks, etc.	\$2,000		\$1,500	\$ 500	\$0
Rent/Utilities		\$19,200		\$19,200		\$0
Liability Insurance	Coverage for Board and Volunteers	\$ 2, 762			\$2, 762	\$0
Filing Fees	For non-profit status	\$20			\$20	\$0
Legal Services	IRS and State Filings; contract review	\$2,000	\$2,000			
Background Checks	For volunteers	\$400		\$200	\$200	\$0
	Total Budget	\$72,881	\$24,500	\$23,300	\$5,081	\$20,000

RJCC

Restorative Justice Community Council

(A 501(c)(3) Non-Profit Corporation dedicated to providing Restorative Justice services to youth and young adults throughout Northern Colorado)

BENEFITS TO CITY OF LOVELAND:

Restorative Justice is a comprehensive view of criminal acts. The focus is not on law-breaking but on recognizing that offenders harm victims, communities and themselves. The victim has a voice in accountability for the offender, has a chance to be heard and understood, has the opportunity to express the impact and harm to themselves, and can proceed to closure and healing.

The offender undertakes the act of taking direct and personal responsibility for the offense, has the opportunity to demonstrate genuine remorse, can make amends and provide restitution, learn from the experience, and give back to the community through service which is required as part of the contract completion. This experience often inspires the offender to lead others away from criminal acts toward being responsible community members.

Restorative Justice is quicker than a court process and reduces the courts' dockets and prosecutors' workload. It has a high success rate in reducing recidivism (re-offending) because of the impact of having to face the victim and take responsibility. There is a reduction in long-term crime and it diminishes animosity and tension among people in the community, most specifically in the schools, shops and neighborhoods where many of the crimes happen.

Lastly, equity is provided to youth and young adults in Loveland who now have access to a restorative justice court diversion program that was previously not offered to them.



CITY OF LOVELAND

DEVELOPMENT SERVICES DEPARTMENT

Civic Center • 500 East 3rd Street • Loveland, Colorado 80537
(970) 962-2346 • FAX (970) 962-2945 • TDD (970) 962-2620

AGENDA ITEM: 11
MEETING DATE: 5/5/2015
TO: City Council
FROM: Greg George, Development Services
PRESENTER: Troy Bliss, Senior Planner

TITLE:

An Ordinance Vacating A Portion Of Public Right-Of-Way Located In Block 4 Of The Turney-Briggs Addition To The City Of Loveland, Larimer County, Colorado

RECOMMENDED CITY COUNCIL ACTION:

Conduct the public hearing and adopt the ordinance as presented.

OPTIONS:

1. Deny the action. If not vacated, the alley right-of-way would interfere with development of the Spouts store.
2. Adopt a modified action (specify in the motion).
3. Refer back to staff for further development and consideration. The alley right-of-way goes right through the middle of the proposed building for the Sprouts store. City staff cannot think of any alternatives to vacating the alley right-of-way if the Sprouts store is to be constructed on this site.
4. Adopt a motion continuing the item to a future Council meeting. Continuing the item will delay the applicant's ability to proceed with processing associated development applications.

SUMMARY:

This is a legislative action to consider adoption of an ordinance on first reading, vacating a portion public right-of-way (alley) within the Turney-Briggs Addition and Turney-Briggs First Subdivision – located at the northeast corner of N. Lincoln Avenue and E. Eisenhower Boulevard. The right-of-way to be vacated includes a “T” shaped portion of alley that exists on properties proposed for redevelopment of a Sprouts grocery store. The alley does include existing utilities that would need to be rerouted with new easements established which are being addressed through separate development applications.

BUDGET IMPACT:

- ☐ Positive
☐ Negative
☒ Neutral or negligible

BACKGROUND:

The applicant proposes to vacate the portion of alley to accommodate redevelopment for a Sprouts grocery store. Vacating this portion of alley does not grant development rights. Entitlements for specific development purposes are processed by separate development applications, according to adopted City standards and requirements. Further, the proposed vacation is recommended to be conditioned upon such development application approvals and obtaining applicable permits. These conditions are outlined in Section 3 of the attached ordinance.

On April 13, 2015, the proposed vacation of right-of-way was presented to the Planning Commission at a public hearing. The application received a majority recommendation of conditional approval (as presented in the attached ordinance) by a vote of 8 to 1. Minutes detailing the hearing are included in the attached Staff Memorandum.

REVIEWED BY CITY MANAGER:

LIST OF ATTACHMENTS:

1. Ordinance.
2. Staff Memorandum, dated May 5, 2015.

FIRST READING: May 5, 2015

SECOND READING: _____

ORDINANCE NO. _____

**AN ORDINANCE VACATING A PORTION OF A PUBLIC RIGHT-OF-WAY
LOCATED IN BLOCK 4 OF THE TURNEY-BRIGGS ADDITION TO THE CITY OF
LOVELAND, LARIMER COUNTY, COLORADO**

WHEREAS, the City Council, at a regularly scheduled meeting, considered the vacation of a portion of the public right-of-way (alley) described below, located in Block 4 of the Turney-Briggs Addition, City of Loveland, Larimer County, Colorado; and

WHEREAS, the City Council finds and determines that, upon satisfaction of the conditions set forth below, no land adjoining any right-of-way to be vacated will be left without an established public or private right-of-way or easement connecting said land with another established public or private right-of-way or easement; and

WHEREAS, the City Council finds and determines that, upon satisfaction of the conditions set forth below, the public right-of-way to be vacated is no longer necessary for the public use and convenience; and

WHEREAS, the City Council finds and determines that, upon satisfaction of the conditions set forth below, the public right-of-way to be vacated is no longer necessary for use as a public utility easement; and

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

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

Section 1. That the City Council hereby adopts and makes the findings set forth above.

Section 2. That, based on the City Council's findings described above and subject to the conditions precedent set forth in Section 3 below, the following described portion of public right-of-way (alley) be and the same is hereby vacated:

PART OF A VARIABLE WIDTH ALLEY AS ORIGINALLY DEDICATED IN BLOCK 4, TURNEY-BRIGGS ADDITION TO THE CITY OF LOVELAND AS RECORDED IN BOOK 3 AT PAGE 24 ALONG WITH THAT PART DEDICATED BY THE PLAT OF LOT 1, BLOCK 1, TURNEY-BRIGGS FIRST SUBDIVISION AS RECORDED AT RECEPTION NO. 98111940, SITUATED IN THE SW 1/4 OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 69 WEST, OF THE 6TH P.M., CITY OF LOVELAND, COUNTY OF LARIMER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 1, TURNEY-BRIGGS FIRST SUBDIVISION, SAID POINT LYING ON THE WESTERLY R.O.W. OF NORTH JEFFERSON AVENUE;

THENCE S89°17'44"W ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 149.93 FEET;

THENCE N89°31'00"W CONTINUING ALONG SAID NORTH LINE A DISTANCE OF 99.69 FEET TO THE NORTHWEST CORNER OF SAID LOT 1;

THENCE N34°52'58"W A DISTANCE OF 24.76 FEET TO A POINT ON THE SOUTH LINE OF LOT 19, BLOCK 4, TURNEY-BRIGGS ADDITION TO THE CITY OF LOVELAND, WHENCE THE SOUTHWEST CORNER OF SAID LOT 19 BEARS N89°31'00"W A DISTANCE OF 35.63 FEET;

THENCE S89°31'00"E ALONG SAID SOUTH LINE A DISTANCE OF 104.33 FEET TO THE SOUTHEAST CORNER OF SAID LOT 19;

THENCE N00°26'43"E ALONG THE EAST LINE OF LOTS 19 THROUGH 26, SAID BLOCK 4 AND THE EAST LINE OF LOT 1, BLOCK 1, AMENDED PLAT OF LOTS 27 AND 28, BLOCK 4, TURNEY-BRIGGS ADDITION TO THE CITY OF LOVELAND AS RECORDED AT RECEPTION NO. 20100041871, LARIMER COUNTY, COLORADO RECORDS, A DISTANCE OF 249.45 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, BLOCK 1, AMENDED PLAT OF LOTS 27 AND 28, BLOCK 4, TURNEY-BRIGGS ADDITION TO THE CITY OF LOVELAND;

THENCE S89°55'39" E A DISTANCE OF 20.00 FEET TO A POINT ON THE WEST LINE OF LOT 9, SAID BLOCK 4, TURNEY-BRIGGS ADDITION TO THE CITY OF LOVELAND, WHENCE THE NORTHWEST CORNER OF SAID LOT 9 BEARS N00°26'43"E A DISTANCE OF 0.43 FEET;

THENCE S00°26'43"W ALONG THE WEST LINE OF LOTS 9 THROUGH 18, SAID BLOCK 4, TURNEY-BRIGGS ADDITION TO THE CITY OF LOVELAND A DISTANCE OF 249.52 FEET TO THE SOUTHWEST CORNER OF SAID LOT 18, BLOCK 4, TURNEY-BRIGGS ADDITION TO THE CITY OF LOVELAND;

THENCE N89°23'48"E ALONG THE SOUTH LINE OF SAID LOT 18 A DISTANCE OF 139.81 FEET TO THE SOUTHEAST CORNER OF SAID LOT 18, SAID POINT LYING ON SAID WESTERLY R.O.W. LINE OF NORTH JEFFERSON AVENUE;

THENCE S01°01'49"W A DISTANCE OF 19.80 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS (10,138 SQUARE FEET) 0.2327 ACRES AND IS GENERALLY DEPICTED ON **EXHIBIT A** ATTACHED HERETO AND INCORPORATED HEREIN.

Section 3. That as provided in Section 16.36.060 of the Loveland Municipal Code and in order to preserve and promote the public health, safety and welfare to the inhabitants of the city and the public generally, the vacation of a portion of the public right-of-way as set forth in Section 2 above shall not be effective until all of the following conditions precedent (the "Conditions") have been satisfied:

- a. A Site Development Plan, Public Improvement Construction Plans, and a Lot Merger plat for the redevelopment of the property described on **Exhibit B** attached hereto and incorporated herein by reference as a Sprouts Grocery Store (the “Project”), have been finally approved in accordance with the ordinances and regulations of the City and the Lot Merger plat, dedicating the new Public Access and Utility Easement defined below, has been recorded; and
- b. A Site Work Permit and a building permit have been issued for the Project;
- c. All work and improvements identified on the Public Improvement Construction Plans as approved by the Current Planning Manager and on file with the City’s Current Planning Division shall be completed in accordance with all of the ordinances and regulations of the City, including but not limited to re-routing utilities and construction of the paved public access connection from the existing and un-vacated all to N. Lincoln Avenue within the easement area dedicated for such purposes on the approved Lot Merger plat (the “Public Access and Utility Easement”); and
- d. The City Engineer has determined that construction of the Public Access and Utility Easement has been satisfactorily completed in accordance with the Public Improvement Construction Plans.

Section 4. That the Current Planning Division shall record this Ordinance upon satisfaction of the conditions set forth in Section 3 above, and upon such recording by the City, the Conditions shall be deemed satisfied and the vacation of a portion of the public right-of-way set forth in Section 2 above shall be effective.

Section 5. 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.

Section 6. This Ordinance shall be in full force and effect ten days after its final publication, as provided in City Charter Section 4-8(b).

ADOPTED this ____ day of May, 2015.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:


Assistant City Attorney

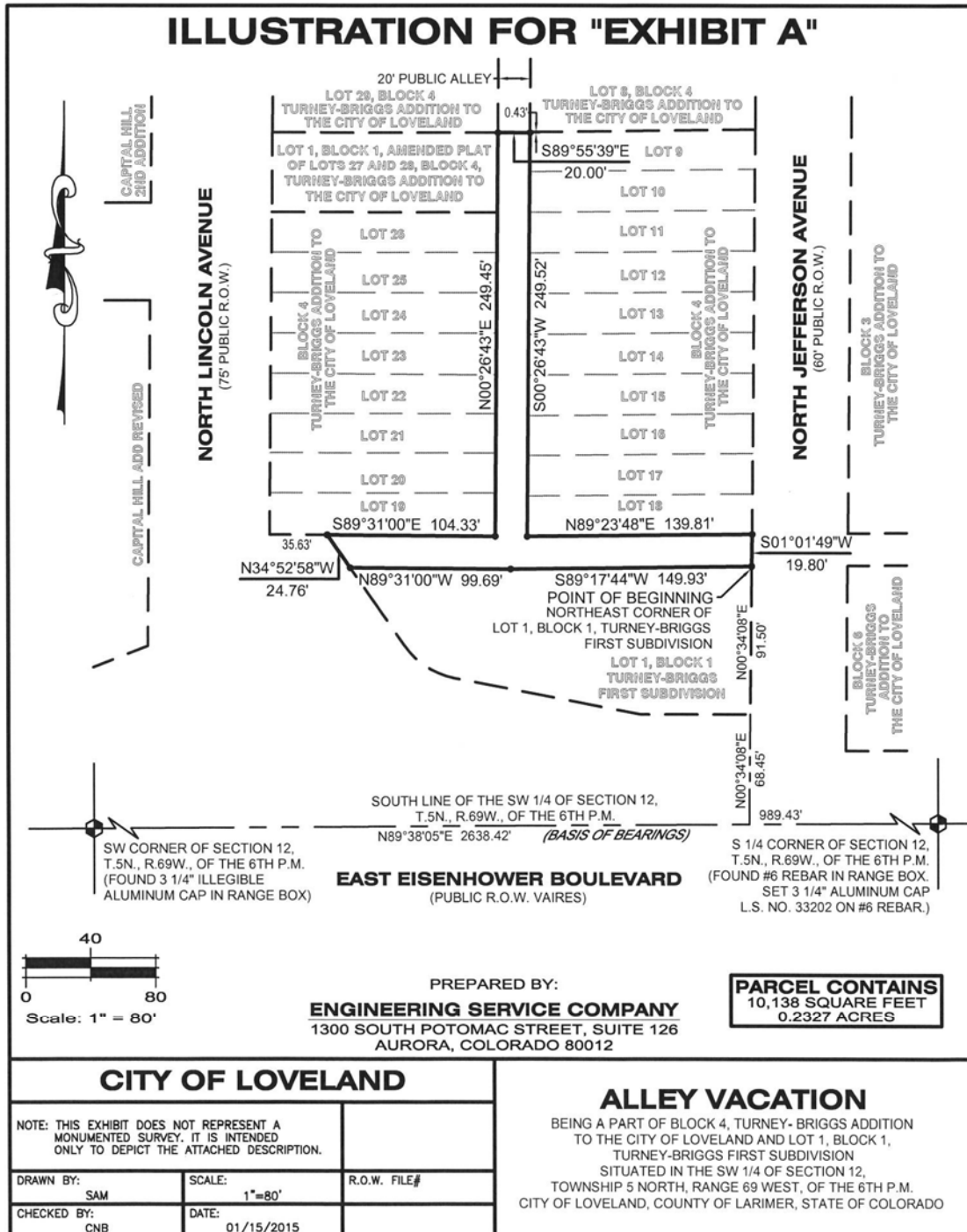


EXHIBIT B

1410 North Lincoln, 1405 and 1409 North Jefferson, Loveland, CO

Parcel One:

Lots 19 through 22, Block 4, Turney – Briggs Addition,
City of Loveland,
County of Larimer,
State of Colorado

Parcel Two:

Lot 1, Turney – Briggs First Subdivision,
City of Loveland,
County of Larimer,
State of Colorado

Parcel Three:

Lots 17 and 18, Block 4, Turney – Briggs Addition,
City of Loveland,
County of Larimer,
State of Colorado

1515 N Jefferson Ave, Loveland, CO

Lots 9 and 10, Block 4, Turney-Briggs Addition
City of Loveland,
County of Larimer,
State of Colorado

1501 North Jefferson Avenue, Loveland, CO

Lots 11 and 12, Block 4, Turney-Briggs Addition
City of Loveland,
County of Larimer,
State of Colorado

1413 N Jefferson Ave, Loveland, CO

Lots 13 and 14, Block 4, Turney-Briggs Addition,
City of Loveland,
County of Larimer,
State of Colorado

1411 N Jefferson Ave, Loveland, CO

Lots 15 and 16, Block 4, Turney-Briggs Addition,
City of Loveland,
County of Larimer,
State of Colorado

1506 N Lincoln Ave, Loveland, CO

Lot 1, Block 1, Amended Plat of Lots 27 and 28,
Block 4, Turney-Briggs Addition,
City of Loveland,
County of Larimer,
State of Colorado.

1416 N Lincoln Ave, Loveland, CO

Lots 23, 24, 25 and 26, Block 4, Turney-Briggs Addition
City of Loveland,
County of Larimer,
State of Colorado.

**Development Services
Current Planning**

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

MEMORANDUM

TO: City Council

FROM: Troy Bliss, Senior Planner, Current Planning Division

DATE: May 5, 2015

SUBJECT: Turney-Briggs Addition and Turney-Briggs First Subdivision – Vacation of Public Right-of-Way (PZ#15-00011)

I. EXHIBITS

- A. April 13, 2015, Planning Commission packet
- B. April 13, 2015, Planning Commission minutes

II. KEY ISSUES

Staff believes that all key issues regarding the vacation have been resolved through the staff review process. As required by the Municipal Code when vacating public right-of-ways, a majority of the property owners abutting the right-of-ways have agreed to and are in support of the request. Additionally, the Planning Commission recommends approval of the vacation as presented. This was not a unanimous vote however (8 – 1). Concerns about the potential resulting redevelopment of a Sprouts grocery store were expressed – particularly relative to traffic resulting from the proposed use.

III. BACKGROUND

The application to vacate this portion of right-of-way is prompted by an overall redevelopment plan for a Sprouts grocery store at the northeast corner of N. Lincoln Avenue and E. Eisenhower Boulevard. However, this vacation is a component to the overall project and would not guarantee redevelopment. This is because consideration first needs to be given to the vacation request in order to continue processing associated development applications including a Site Development Plan, Public Improvement Construction Plans, and a Lot Merger. Additionally, these development applications must be approved before any redevelopment could occur. Consequently, City staff

and the Planning Commission believe that any approval of this vacation should be conditioned upon approval of the associated development applications and applicable permits being issued.

IV. VACATION

An ordinance has been prepared for conditional approval of the vacation request, reflecting the recommendation of City staff and the Planning Commission. The conditions of approval are outlined in Section 3 of the vacation ordinance as follows:

- a. Site Development Plan, Public Improvement Construction Plans, and a Lot Merger plat for the redevelopment of the property described on **Exhibit B** attached hereto and incorporated herein by reference as a Sprouts Grocery Store (the “Project”), have been finally approved in accordance with the ordinances and regulations of the City and the Lot Merger plat, dedicating the new Public Access and Utility Easement defined below, has been recorded; and
- b. A Site Work Permit and a building permit have been issued for the Project;
- c. All work and improvements identified on the Public Improvement Construction Plans as approved by the Current Planning Manager and on file with the City’s Current Planning Division shall be completed in accordance with all of the ordinances and regulations of the City, including but not limited to re-routing utilities and construction of the paved public access connection from the existing and un-vacated all to N. Lincoln Avenue within the easement area dedicated for such purposes on the approved Lot Merger plat (the “Public Access and Utility Easement”); and
- d. The City Engineer has determined that construction of the Public Access and Utility Easement has been satisfactorily completed in accordance with the Public Improvement Construction Plans.

Agencies outside of the City which provide utility services including Century Link, Comcast, and Xcel Energy were referred this vacation request. No concerns have been voiced by these agencies as their utilities are not located within the alley.

V. PLANNING COMMISSION REVIEW

The vacation was reviewed by the Planning Commission at a public hearing on April 13, 2015 (see attached minutes – **Exhibit B**). The hearing was primarily focused on the vacation request. However, discussions about the proposed Sprouts redevelopment in terms of site design, ingress/egress, circulation, and traffic were brought up during the course of the meeting. A resident from the neighborhood was in attendance, sharing their concerns relative to traffic – particularly along N. Jefferson Avenue. After a detailed discussion and testimonies presented, the Planning Commission voted 8 to 1, recommending conditional approval of the vacation request.

VI. RECOMMENDATION

Staff recommends, subject to any further information that may be presented at the public hearing, that City Council adopt the ordinance on first reading.

Planning Commission Staff Report

April 13, 2015

Agenda #: Regular Agenda - 2

Title: Turney-Briggs Addition and Turney-Briggs First Subdivision – Vacation of Public Right-of-Way

Applicant: Zach Lauterbach, Evergreen Devco, Inc.

Request: **Vacate a portion of public alley**

Location: Northeast corner of N. Lincoln Avenue and E. Eisenhower Boulevard

Existing Zoning: B – Developing Business

Proposed Use: *Sprouts* grocery store (retail)

Staff Planner: Troy Bliss

Staff Recommendation

APPROVAL of the vacation of public right-of-way.

Recommended Motions:

1. *Move to make the findings listed in Section VIII of the Planning Commission staff report dated April 13, 2015 and, based on those findings, recommend that City Council approve the Turney-Briggs Addition and Turney-Briggs First Subdivision – Vacation of Public Right-of-Way, subject to the conditions listed in Section IX, by adoption of an ordinance in the form attached hereto, as amended on the record.*

Summary of Analysis

This is a public hearing concerning the vacation of a “T” shaped portion of alley that exists on the site proposed for a *Sprouts* grocery store at the northeast corner of N. Lincoln Avenue and E. Eisenhower Boulevard. In proposing to vacate this portion of alley, there will be provisions made to assure connectivity and proper circulation for the portion of alley that is not being vacated (i.e. north of the *Sprouts* site to W. 16th Street). Additionally, all existing utilities within the portion of alley proposed for vacation would be rerouted with new easements established. These provisions are being addressed through associated Site Development Plan, Public Improvement Construction Plan, and Lot Merger development applications.

Applications for vacation of public right-of-way are considered legislative. Under Loveland Municipal Code Chapter 16.36, the Planning Commission holds a public hearing and makes a recommendation to Council on the request. If Planning Commission recommends granting the request, the recommendation shall include the form of ordinance recommended to Council. (Code Section 16.36.010.C.3. This recommendation is forwarded to City Council at a subsequent public hearing, taking into account all testimony and information furnished at the hearing on April 13, 2015. Only City Council may authorize the vacation through adoption of an ordinance. Vacating this portion of alley does not grant development rights. Entitlements for specific development purposes are processed by separate development applications (as noted above), according to adopted City standards and requirements. Further, the proposed vacation is recommended to be conditioned upon such development application approvals and obtaining applicable permits.

I. SUMMARY

The application to vacate a portion of alley is prompted by an overall potential redevelopment plan for a *Sprouts* grocery store. Redevelopment would generally comprise the southern half of the block including 5 residential properties (rezoned in 2014), the book store building, the TV repair store, a garage, and the vacant land on the north side of E. Eisenhower Boulevard between N. Jefferson Avenue and N. Lincoln Avenue. Site details (i.e. access, circulation, traffic, parking, building orientation, architecture, landscaping, etc.) associated with redevelopment for a *Sprouts* grocery store are reflected in the attached proposed Site Development Plan (see **Attachment 5**). The proposed reconfiguration of lots and easements are reflected in the attached Lot Merger (see **Attachment 6**). These are being provided to put the vacation request into context only. No consideration is being given to the details of this Site Development Plan or Lot Merger with the proposed vacation request. The Site Development Plan and Lot Merger will follow City process requirements in arriving at a decision. A decision on the Site Development Plan will also involve neighborhood input.

This vacation application would not guarantee redevelopment of the properties for a *Sprouts* grocery store. Development applications including a Site Development Plan, Public Improvement Construction Plans, and a Lot Merger must be approved before any redevelopment could occur. Consequently, any approval of this vacation would be subject to approval of the associated development applications. This would be handled by holding recordation of the vacation ordinance until such time that a building permit is ready to be issued.

II. ATTACHMENTS

1. Turney-Briggs Addition (annexation map for reference identifying alley)
2. Turney-Briggs First Subdivision (subdivision plat for reference identifying alley)
3. Vacation of Public Right-of-Way Legal Description and Exhibit
4. Draft Vacation Ordinance (for reference only)
5. *Sprouts* Site Development Plan (for reference only – no approvals have been issued)
6. Turney-Briggs Second Subdivision (for reference only – no approvals have been issued)

III. VICINITY MAP



IV. SITE DATA

ACREAGE OF ALLEY	+/- 0.2 ACRES
ACREAGE OF SITE	+/- 2.2 ACRES
EXISTING ZONING	B – DEVELOPING BUSINESS
MASTER PLAN DESIGNATION	CC – CORRIDOR COMMERCIAL
EXISTING USE	SINGLE FAMILY RESIDENTIAL AND VARIOUS COMMERCIAL USES
PROPOSED USE.....	<i>SPROUTS</i> GROCERY STORE
ACREAGE OF OPEN SPACE PROPOSED	N/A
EXISTING ADJACENT ZONING AND USE - NORTH.....	B – DEVELOPING BUSINESS – VARIOUS COMMERCIAL USES AND R3E – ESTABLISHED HIGH DENSITY RESIDENTIAL – SINGLE FAMILY RESIDENCES
EXISTING ADJACENT ZONING AND USE - EAST	R3E – ESTABLISHED HIGH DENSITY RESIDENTIAL – SINGLE FAMILY RESIDENCES
EXISTING ADJACENT ZONING AND USE - SOUTH	B – DEVELOPING BUSINESS – VARIOUS COMMERCIAL USES
EXISTING ADJACENT ZONING AND USE - WEST	B – DEVELOPING BUSINESS – VARIOUS COMMERCIAL USES
UTILITY SERVICE PROVIDER - SEWER	CITY OF LOVELAND
UTILITY SERVICE PROVIDER - ELECTRIC.....	CITY OF LOVELAND
UTILITY SERVICE PROVIDER - WATER	CITY OF LOVELAND
WATER RIGHTS PAID	NO WATER RIGHTS DUE

V. KEY ISSUES

No key issues have been identified with the vacation request from a City staff perspective. Vacating the portion of alley will not have a detrimental impact the use of the existing portion of alley to remain because provisions are being built into the associated development applications to assure proper connectivity, access, circulation, and the rerouting of utilities. Additionally, the vacation is recommended to not go into effect until all development applications are approved and applicable permits are ready to be issued – giving assurance that if the proposed *Sprouts* grocery store does not get built, the proposed portion of alley to be vacated would remain.

From a neighborhood and particularly surrounding property owner perspective, there are concerns related to the Site Development Plan and more particularly the impacts (i.e. traffic, access, parking, noise, light, building height, etc.) of the proposed *Sprouts* grocery store use on residential properties. These concerns are still being evaluated through the Site Development Plan review, with opportunities for further neighborhood input. The findings and criteria associated with arriving at a determination on the vacation request are separate from the Site Development Plan. The Site Development Plan should only be used to demonstrate whether or not the Findings in Section VIII. of this staff report can be made.

VI. BACKGROUND

The Turney-Briggs Addition is one of the older parts of Loveland, annexed in 1908. The addition includes properties between E. 16th Street and E. Eisenhower Boulevard (north and south) and N. Monroe Avenue and N. Lincoln Avenue (east and west). All of the properties fronting N. Lincoln Avenue and E. Eisenhower Boulevard are zoned commercial. There are also commercial properties tucked in behind those fronting the associated highways. The rest of the Turney-Briggs Addition is zoned residential. The residential zoning is of a high density, however does primarily include single-family residences. The residential area is almost entirely surrounded by commercial development, with the exception of single-family homes to the north and the Monroe Elementary School to the east.

This type of relationship of commercial and residential zoning along major arterial streets in older parts of Loveland is quite common. Particularly along the Eisenhower corridor, commercial development fronts the highway, while residential is directly behind. This creates some land use challenges because commercial property owners typically want exposure to the major street. Whereas, residential property owners typically want buffering from commercial properties and major streets. A majority of the commercial areas are not deep enough to fully take advantage of this transition, making redevelopment difficult. Opportunities that involve the acquisition and assembly of residential properties (such as this) will become necessary if larger commercial redevelopment is going to occur along these corridors. For example, this was the approach Walgreens had to take relative to the site directly west.

VII. STAFF, APPLICANT, AND NEIGHBORHOOD INTERACTION

A. Notification

An affidavit was received from Zach Lauterbach, Evergreen Devco, Inc. which certifies that the abutting property owners to the portion of alley proposed for vacation were mailed notice. Signs were also posted in prominent locations on the perimeter of the project site on March 23, 2015 in reference to the Planning Commission hearing. In addition, a notice was published in the Reporter Herald on March 28, 2015. All notices stated that the Planning Commission will hold a public hearing on April 13, 2015.

B. Neighborhood Interaction/Response

A neighborhood meeting is not required in conjunction with an application to vacate public right-of-way. However, all surface owners and all owners of easements or right-of-way abutting the right-of-way to be vacated were notified of the application. Further, at least 50% of such owners must be party to the application. Given these requirements and the configuration of the properties, only 2 owners were notified of the application beyond the applicant.

VIII. FINDINGS AND ANALYSIS

The chapters and sections cited below are from the Loveland Municipal Code as it relates to vacating a public right-of-way:

Chapter 16.36, Section 16.36.010.B

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

In order to comply with this provision of the Municipal Code, in conjunction with the Site Development Plan and Lot Merger applications, a public access easement and paved connection will be provided from the existing alley through the northwest corner of the *Sprouts* site to N. Lincoln Avenue.

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

The right-of-way is not necessary for public use in its current configuration – especially considering that all of the properties that could be served by it, are now owned by the applicant.

Development Review Team Analysis

Current Planning

The existing “T” shaped alley proposed to be vacated further adds to the complexities of being able to redevelop along this commercial corridor. Because of its shape and location, a smaller grocery store, such as *Sprouts*, could not fit on this collection of properties without vacating the portion alley. With all of the property acquisitions assembled to create a larger redevelopment area, the alley prevents having a unified site – rather it splits it into three portions. Vacating the alley benefits any redevelopment opportunity – providing existing utilities are relocated as proposed with the *Sprouts* grocery store. Additionally, the vacation supports neighborhood concerns by restricting vehicular access from this site onto N. Jefferson Avenue. Vacating the alley removes this opportunity.

Transportation Development Review

The vacation of the alley will not negatively impact access to the City’s public street network as long as the proposed development replaces the alley with a public access easement and a paved surface that is maintained by the property owner. The applicant is proposing to replace the 20-foot wide public alley with a 20-foot wide paved public access easement that is maintained by the property owner.

Fire

Staff believes that this finding can be met, due to the following:

- The development site will comply with the requirements in the ACF Ordinance for response distance requirements from the first due Engine Company.
- The vacation of the alley will not negatively impact fire protection for the subject development or surrounding properties.

Water/Wastewater

The subject area to be vacated is in the City's current service area for both water and wastewater. There is an existing active wastewater main in the area to be vacated. The Developer is proposing to reroute the existing wastewater main to a new location. The associated plat [Turney Briggs Second Subdivision] is dedicating easement for the proposed wastewater main.

Since there are existing facilities within the right-of-way to be vacated, the Department can only approve the vacation with the condition noted in the Development Agreement for the associated plat, which will require all development applications to be approved and a building permit ready to be issued before recording the vacation ordinance.

The Department finds that:

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

Stormwater

The existing alley right-of-way is not used to convey Stormwater and thus is not necessary for the public use and conveyance of Stormwater.

Power

The existing overhead power line located in the alley of the proposed development will be removed due to the vacating of the right-of-way. Power for the proposed development will then come from the three phase overhead power lines located along E. 16th Street.

IX. RECOMMENDED CONDITIONS

This vacation of public right-of-way involves:

- Only a portion of alley to be vacated - the portion of alley from the north end of this site to E. 16th Street is to remain which serves a public use, and;
- Existing public utilities.

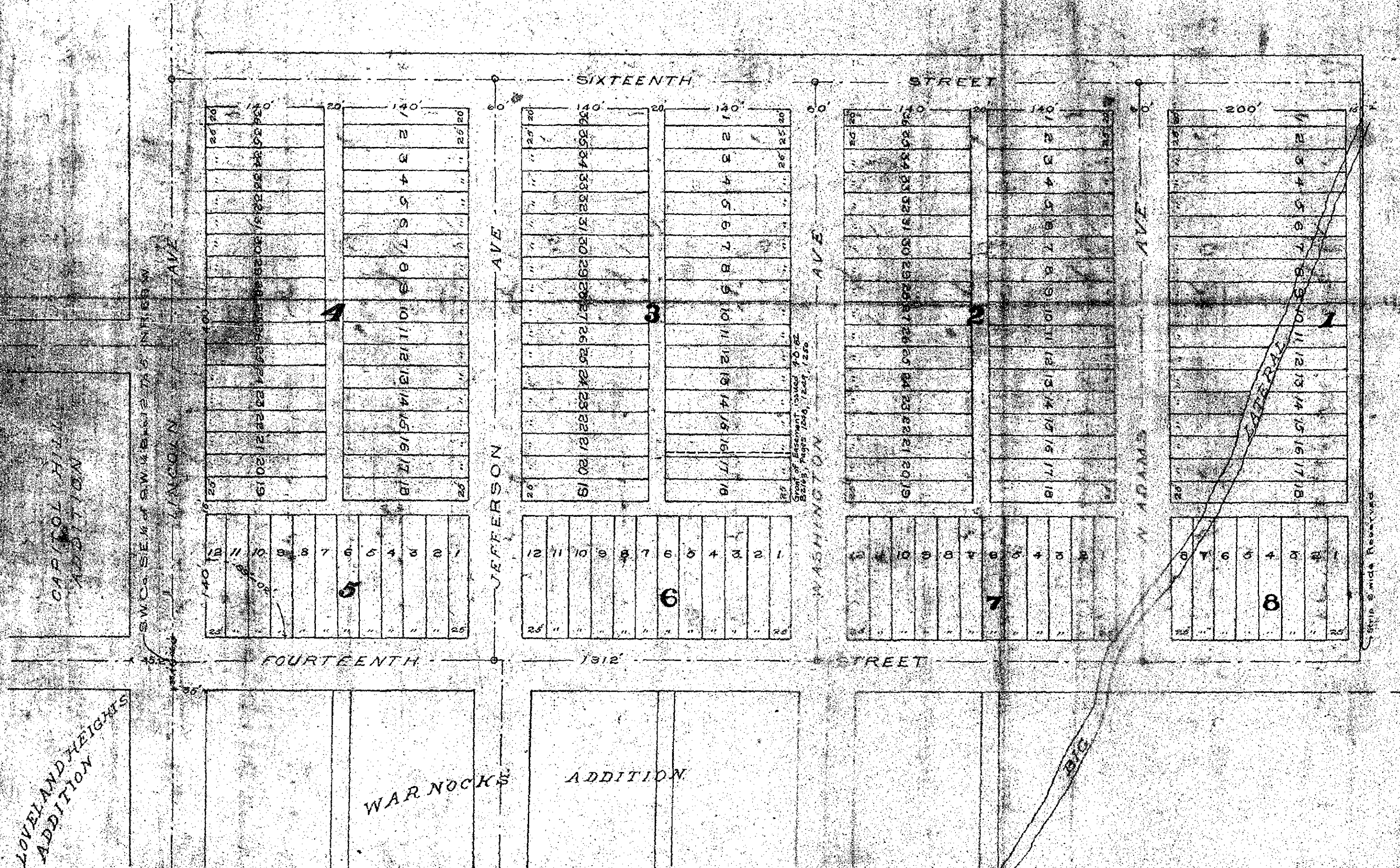
Associated development applications are proposed to address these matters, allowing for a continuous connection of the alley and rerouting utilities. However, these development applications have not been approved and their approvals are contingent upon approval of this vacation (among other factors as well). Consequently, there are competing interests involved with the processing of development applications for the *Sprouts* grocery store. In order to proceed with the vacation request, City staff believes that the following general conditions need to be required:

1. The vacation of public right-of-way ordinance shall not become effective (recorded with Larimer County) until: 1) Site Development Plan, Public Improvement Construction Plans, and Lot Merger development applications have been approved; 2) A Site Work Permit is ready to be issued, and; 3) A building permit for the *Sprouts* grocery store is ready to be issued.

These conditions are more detailed and formally presented in the attached draft ordinance (see **Attachment 4**). City staff believes that these conditions will help protect the right-of-way proposed to be vacated from being removed in the event redevelopment does not occur – leaving existing access and utilities without a required right-of-way or easement to be located within. This will also allow the development applications to continue through the decision making process.

TURNEY-BRIGGS ADDITION.

TO THE
CITY OF LOVELAND, LARIMER COUNTY, COLO.
Scale 1 inch = 100 Feet.



KNOWN ALL MEN BY THESE PRESENTS
That the undersigned being owners of more than two-thirds
of the area of the following described, To Wit: the S.W. 1/4 of the S.E. 1/4
of the S.W. 1/4 of Section 12, Tp. 5, N.R. 63 W. 64 P.M. Hereby
subdivide said tract of land into Lots and Blocks with Streets
and Alleys as shown by the Plat hereto attached and made a
part hereof, and designated as the TURNEY-BRIGGS
ADDITION to the CITY OF LOVELAND, COLO. And we hereby
dedicate to the Public and to the People of the State of
Colorado for the use thereof, the Streets and Alleys of said
addition as shown by the Plat hereto.
Be it further known, that the water for the irrigation of said land
is a water right from the LOUDEN IRRIGATING CANAL COMPANY
through the LOVELAND PIPE LINE at the rate of one share of
water to Twenty acres of land and the same is hereby conveyed
to the CITY OF LOVELAND for use upon the lots of said
addition.
Witness our hands and seal
This 7th day of April A.D. 1908

A. H. Turney
Geo. C. Briggs
STATE OF COLORADO } ss.
COUNTY OF LARIMER }

On this 7th day of April A.D. 1908
I, *Carlton E. Blatch*, a Notary Public in and for the State of Colorado,
do hereby certify that the foregoing instrument was executed by the persons
whose names are subscribed to the foregoing instrument and acknowledged by them
as their free and voluntary act and deed for the purposes therein set forth.

Personally known to me, to be the persons whose names are
subscribed to the foregoing instrument and acknowledged by them
as their free and voluntary act and deed for the purposes therein set forth.
Given under my hand and seal
This 7th day of April A.D. 1908
My commission expires April 7th 1910
Carlton E. Blatch
Notary Public

Approved by the Board of Trustees of the CITY OF LOVELAND
this 19th day of January A.D. 1908
John H. ...
City Clerk
Attest *John H. ...*
Recorder

Approved by the Board of Trustees of the CITY OF LOVELAND
this 19th day of January A.D. 1908
John H. ...
City Clerk
Attest *John H. ...*
Recorder

Handwritten notes and signatures at the bottom right of the page, including '1908' and 'C. H. ...'.

EXHIBIT "A"
ALLEY VACATION

LEGAL DESCRIPTION:

PART OF A VARIABLE WIDTH ALLEY AS ORIGINALLY DEDICATED IN BLOCK 4, TURNEY-BRIGGS ADDITION TO THE CITY OF LOVELAND AS RECORDED IN BOOK 3 AT PAGE 24 ALONG WITH THAT PART DEDICATED BY THE PLAT OF LOT 1, BLOCK 1, TURNEY-BRIGGS FIRST SUBDIVISION AS RECORDED AT RECEPTION NO. 98111940, SITUATED IN THE SW $\frac{1}{4}$ OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 69 WEST, OF THE 6TH P.M., CITY OF LOVELAND, COUNTY OF LARIMER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 1, TURNEY-BRIGGS FIRST SUBDIVISION, SAID POINT LYING ON THE WESTERLY R.O.W. OF NORTH JEFFERSON AVENUE;

THENCE S89°17'44"W ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 149.93 FEET;

THENCE N89°31'00"W CONTINUING ALONG SAID NORTH LINE A DISTANCE OF 99.69 FEET TO THE NORTHWEST CORNER OF SAID LOT 1;

THENCE N34°52'58"W A DISTANCE OF 24.76 FEET TO A POINT ON THE SOUTH LINE OF LOT 19, BLOCK 4, TURNEY-BRIGGS ADDITION TO THE CITY OF LOVELAND, WHENCE THE SOUTHWEST CORNER OF SAID LOT 19 BEARS N89°31'00"W A DISTANCE OF 35.63 FEET;

THENCE S89°31'00"E ALONG SAID SOUTH LINE A DISTANCE OF 104.33 FEET TO THE SOUTHEAST CORNER OF SAID LOT 19;

THENCE N00°26'43"E ALONG THE EAST LINE OF LOTS 19 THROUGH 26, SAID BLOCK 4 AND THE EAST LINE OF LOT 1, BLOCK 1, AMENDED PLAT OF LOTS 27 AND 28, BLOCK 4, TURNEY-BRIGGS ADDITION TO THE CITY OF LOVELAND AS RECORDED AT RECEPTION NO. 20100041871, LARIMER COUNTY, COLORADO RECORDS, A DISTANCE OF 249.45 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, BLOCK 1, AMENDED PLAT OF LOTS 27 AND 28, BLOCK 4, TURNEY-BRIGGS ADDITION TO THE CITY OF LOVELAND;

THENCE S89°55'39" E A DISTANCE OF 20.00 FEET TO A POINT ON THE WEST LINE OF LOT 9, SAID BLOCK 4, TURNEY-BRIGGS ADDITION TO THE CITY OF LOVELAND, WHENCE THE NORTHWEST CORNER OF SAID LOT 9 BEARS N00°26'43"E A DISTANCE OF 0.43 FEET;

THENCE S00°26'43"W ALONG THE WEST LINE OF LOTS 9 THROUGH 18, SAID BLOCK 4, TURNEY-BRIGGS ADDITION TO THE CITY OF LOVELAND A DISTANCE OF 249.52 FEET TO THE SOUTHWEST CORNER OF SAID LOT 18, BLOCK 4, TURNEY-BRIGGS ADDITION TO THE CITY OF LOVELAND;

THENCE N89°23'48"E ALONG THE SOUTH LINE OF SAID LOT 18 A DISTANCE OF 139.81 FEET TO THE SOUTHEAST CORNER OF SAID LOT 18, SAID POINT LYING ON SAID WESTERLY R.O.W. LINE OF NORTH JEFFERSON AVENUE;

THENCE S01°01'49"W A DISTANCE OF 19.80 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS (10,138 SQUARE FEET) 0.2327 ACRES.

Date Prepared: January 15, 2015

Date Of Last Revision:

Prepared By: Charles N. Beckstrom, PLS No. 33202

For And On Behalf Of

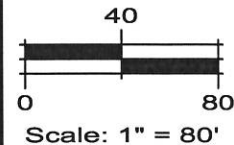
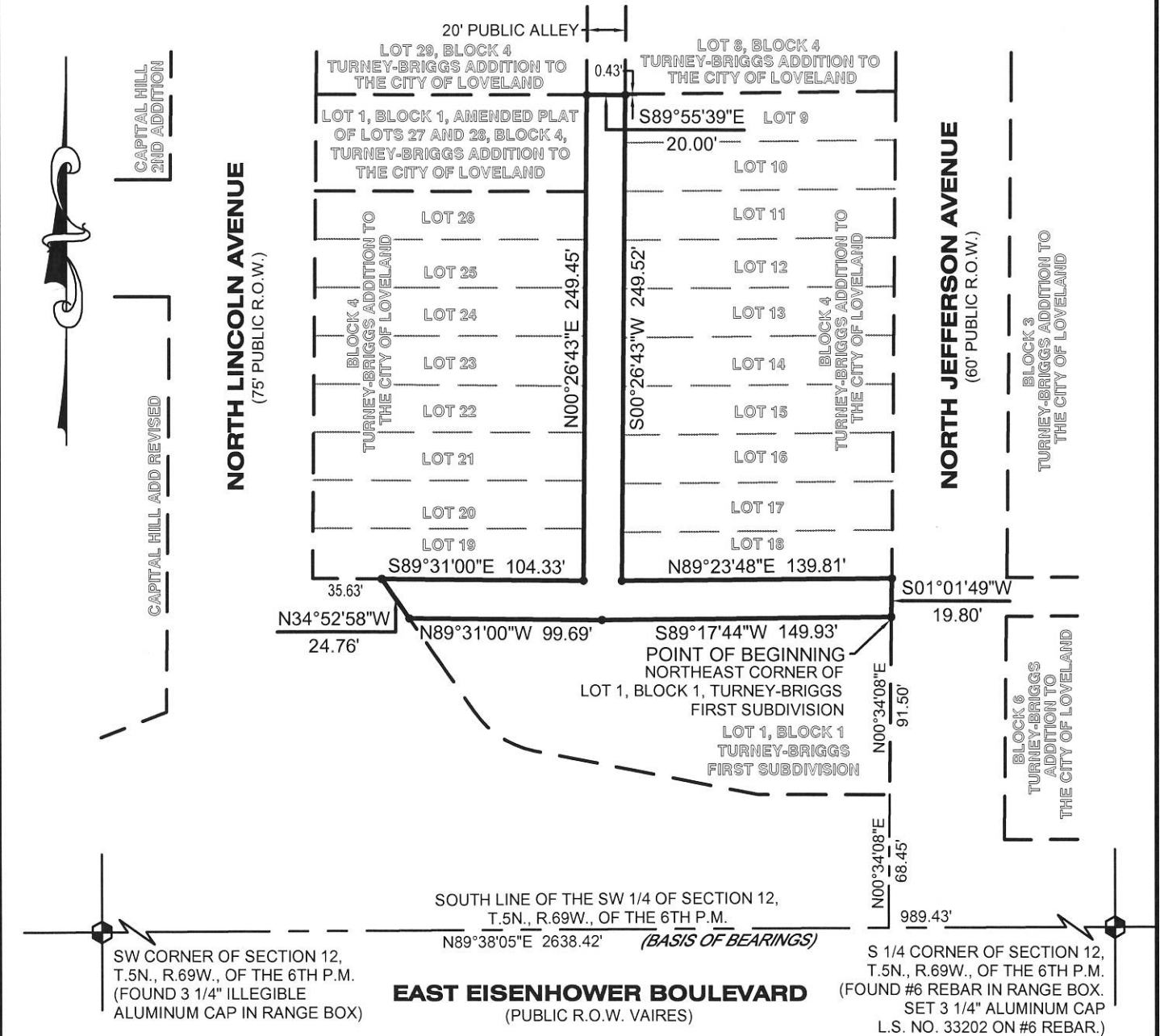
Engineering Service Company

1300 South Potomac Street, Suite 126

Aurora, Colorado 80012

Phone: (303) 337-1393

ILLUSTRATION FOR "EXHIBIT A"



PREPARED BY:
ENGINEERING SERVICE COMPANY
 1300 SOUTH POTOMAC STREET, SUITE 126
 AURORA, COLORADO 80012

PARCEL CONTAINS
 10,138 SQUARE FEET
 0.2327 ACRES

CITY OF LOVELAND

NOTE: THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED DESCRIPTION.

DRAWN BY: SAM	SCALE: 1"=80'	R.O.W. FILE#
CHECKED BY: CNB	DATE: 01/15/2015	

ALLEY VACATION

BEING A PART OF BLOCK 4, TURNEY- BRIGGS ADDITION TO THE CITY OF LOVELAND AND LOT 1, BLOCK 1, TURNEY-BRIGGS FIRST SUBDIVISION
 SITUATED IN THE SW 1/4 OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 69 WEST, OF THE 6TH P.M. CITY OF LOVELAND, COUNTY OF LARIMER, STATE OF COLORADO

FIRST READING: _____

SECOND READING: _____

ORDINANCE NO. _____

**AN ORDINANCE VACATING A PORTION OF A PUBLIC RIGHT-OF-WAY
LOCATED IN BLOCK 4 OF THE TURNEY-BRIGGS ADDITION TO THE CITY OF
LOVELAND, LARIMER COUNTY, COLORADO**

WHEREAS, the City Council, at a regularly scheduled meeting, considered the vacation of a portion of the public right-of-way (alley) described below, located in Block 4 of the Turney-Briggs Addition, City of Loveland, Larimer County, Colorado; and

WHEREAS, the City Council finds and determines that, upon satisfaction of the conditions set forth below, no land adjoining any right-of way to be vacated will be left without an established public or private right-of-way or easement connecting said land with another established public or private right-of-way or easement; and

WHEREAS, the City Council finds and determines that, upon satisfaction of the conditions set forth below, the public right-of-way to be vacated is no longer necessary for the public use and convenience; and

WHEREAS, the City Council finds and determines that, upon satisfaction of the conditions set forth below, the public right-of-way to be vacated is no longer necessary for use as a public utility easement; and

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

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

Section 1. That the City Council hereby adopts and makes the findings set forth above.

Section 2. That, based on the City Council's findings described above and subject to the conditions precedent set forth in Section 3 below, the following described portion of public right-of-way (alley) be and the same is hereby vacated:

PART OF A VARIABLE WIDTH ALLEY AS ORIGINALLY DEDICATED IN BLOCK 4, TURNEY-BRIGGS ADDITION TO THE CITY OF LOVELAND AS RECORDED IN BOOK 3 AT PAGE 24 ALONG WITH THAT PART DEDICATED BY THE PLAT OF LOT 1, BLOCK 1, TURNEY-BRIGGS FIRST SUBDIVISION AS RECORDED AT RECEPTION NO. 98111940, SITUATED IN THE SW 1/4 OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 69 WEST, OF THE 6TH P.M., CITY OF

LOVELAND, COUNTY OF LARIMER, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, BLOCK 1, TURNEY-BRIGGS FIRST SUBDIVISION, SAID POINT LYING ON THE WESTERLY R.O.W. OF NORTH JEFFERSON AVENUE;

THENCE S89°17'44"W ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 149.93 FEET;

THENCE N89°31'00"W CONTINUING ALONG SAID NORTH LINE A DISTANCE OF 99.69 FEET TO THE NORTHWEST CORNER OF SAID LOT 1;

THENCE N34°52'58"W A DISTANCE OF 24.76 FEET TO A POINT ON THE SOUTH LINE OF LOT 19, BLOCK 4, TURNEY-BRIGGS ADDITION TO THE CITY OF LOVELAND, WHENCE THE SOUTHWEST CORNER OF SAID LOT 19 BEARS N89°31'00"W A DISTANCE OF 35.63 FEET;

THENCE S89°31'00"E ALONG SAID SOUTH LINE A DISTANCE OF 104.33 FEET TO THE SOUTHEAST CORNER OF SAID LOT 19;

THENCE N00°26'43"E ALONG THE EAST LINE OF LOTS 19 THROUGH 26, SAID BLOCK 4 AND THE EAST LINE OF LOT 1, BLOCK 1, AMENDED PLAT OF LOTS 27 AND 28, BLOCK 4, TURNEY-BRIGGS ADDITION TO THE CITY OF LOVELAND AS RECORDED AT RECEPTION NO. 20100041871, LARIMER COUNTY, COLORADO RECORDS, A DISTANCE OF 249.45 FEET TO THE NORTHEAST CORNER OF SAID LOT 1, BLOCK 1, AMENDED PLAT OF LOTS 27 AND 28, BLOCK 4, TURNEY-BRIGGS ADDITION TO THE CITY OF LOVELAND;

THENCE S89°55'39" E A DISTANCE OF 20.00 FEET TO A POINT ON THE WEST LINE OF LOT 9, SAID BLOCK 4, TURNEY-BRIGGS ADDITION TO THE CITY OF LOVELAND, WHENCE THE NORTHWEST CORNER OF SAID LOT 9 BEARS N00°26'43"E A DISTANCE OF 0.43 FEET;

THENCE S00°26'43"W ALONG THE WEST LINE OF LOTS 9 THROUGH 18, SAID BLOCK 4, TURNEY-BRIGGS ADDITION TO THE CITY OF LOVELAND A DISTANCE OF 249.52 FEET TO THE SOUTHWEST CORNER OF SAID LOT 18, BLOCK 4, TURNEY-BRIGGS ADDITION TO THE CITY OF LOVELAND;

THENCE N89°23'48"E ALONG THE SOUTH LINE OF SAID LOT 18 A DISTANCE OF 139.81 FEET TO THE SOUTHEAST CORNER OF SAID LOT 18, SAID POINT LYING ON SAID WESTERLY R.O.W. LINE OF NORTH JEFFERSON AVENUE;

THENCE S01°01'49"W A DISTANCE OF 19.80 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS (10,138 SQUARE FEET) 0.2327 ACRES AND IS GENERALLY DEPICTED ON **EXHIBIT A** ATTACHED HERETO AND INCORPORATED HEREIN.

Section 3. That as provided in Section 16.36.060 of the Loveland Municipal Code and in order to preserve and promote the public health, safety and welfare to the inhabitants of the city and the public generally, the vacation of a portion of the public right-of-way as set forth in Section 2 above shall not be effective until all of the following conditions precedent (the "Conditions") have been satisfied:

- a. A Site Development Plan, Public Improvement Construction Plans, and a Lot Merger plat for the redevelopment of the property described on **Exhibit B** attached hereto and incorporated herein by reference as a Sprouts Grocery Store (the “Project”), have been finally approved in accordance with the ordinances and regulations of the City and the Lot Merger plat, dedicating the new Public Access and Utility Easement defined below, has been recorded; and
- b. A Site Work Permit and a building permit have been issued for the Project;
- c. All work and improvements identified on the Public Improvement Construction Plans as approved by the Current Planning Manager and on file with the City’s Current Planning Division shall be completed in accordance with all of the ordinances and regulations of the City, including but not limited to re-routing utilities and construction of the paved public access connection from the existing and un-vacated all to N. Lincoln Avenue within the easement area dedicated for such purposes on the approved Lot Merger plat (the “Public Access and Utility Easement”); and
- d. The City Engineer has determined that construction of the Public Access and Utility Easement has been satisfactorily completed in accordance with the Public Improvement Construction Plans.

Section 4. That the Current Planning Division shall record this Ordinance upon satisfaction of the conditions set forth in Section 3 above, and upon such recording by the City, the Conditions shall be deemed satisfied and the vacation of a portion of the public right-of-way set forth in Section 2 above shall be effective.

Section 5. 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.

Section 6. This Ordinance shall be in full force and effect ten days after its final publication, as provided in City Charter Section 4-8(b).

ADOPTED this ____ day of _____, 2015.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Assistant City Attorney

EXHIBIT B

1410 North Lincoln, 1405 and 1409 North Jefferson, Loveland, CO

Parcel One:

Lots 19 through 22, Block 4, Turney – Briggs Addition,
City of Loveland,
County of Larimer,
State of Colorado

Parcel Two:

Lot 1, Turney – Briggs First Subdivision,
City of Loveland,
County of Larimer,
State of Colorado

Parcel Three:

Lots 17 and 18, Block 4, Turney – Briggs Addition,
City of Loveland,
County of Larimer,
State of Colorado

1515 N Jefferson Ave, Loveland, CO

Lots 9 and 10, Block 4, Turney-Briggs Addition
City of Loveland,
County of Larimer,
State of Colorado

1501 North Jefferson Avenue, Loveland, CO

Lots 11 and 12, Block 4, Turney-Briggs Addition
City of Loveland,
County of Larimer,
State of Colorado

1413 N Jefferson Ave, Loveland, CO

Lots 13 and 14, Block 4, Turney-Briggs Addition,
City of Loveland,
County of Larimer,
State of Colorado

1411 N Jefferson Ave, Loveland, CO

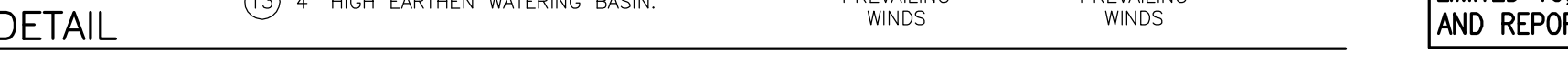
Lots 15 and 16, Block 4, Turney-Briggs Addition,
City of Loveland,
County of Larimer,
State of Colorado

1506 N Lincoln Ave, Loveland, CO

Lot 1, Block 1, Amended Plat of Lots 27 and 28,
Block 4, Turney-Briggs Addition,
City of Loveland,
County of Larimer,
State of Colorado.

1416 N Lincoln Ave, Loveland, CO

Lots 23, 24, 25 and 26, Block 4, Turney-Briggs Addition
City of Loveland,
County of Larimer,
State of Colorado.



A. PAINT COLOR
#971
BENJAMIN MOORE

B. PAINT COLOR
HC-82
BENJAMIN MOORE

C. PAINT COLOR
HC-107
BENJAMIN MOORE

D. PAINT COLOR
HC-243
BENJAMIN MOORE

E. SPLIT-FACE CMU
red
SUPERLITE

F. PAINT COLOR
#1476
BENJAMIN MOORE

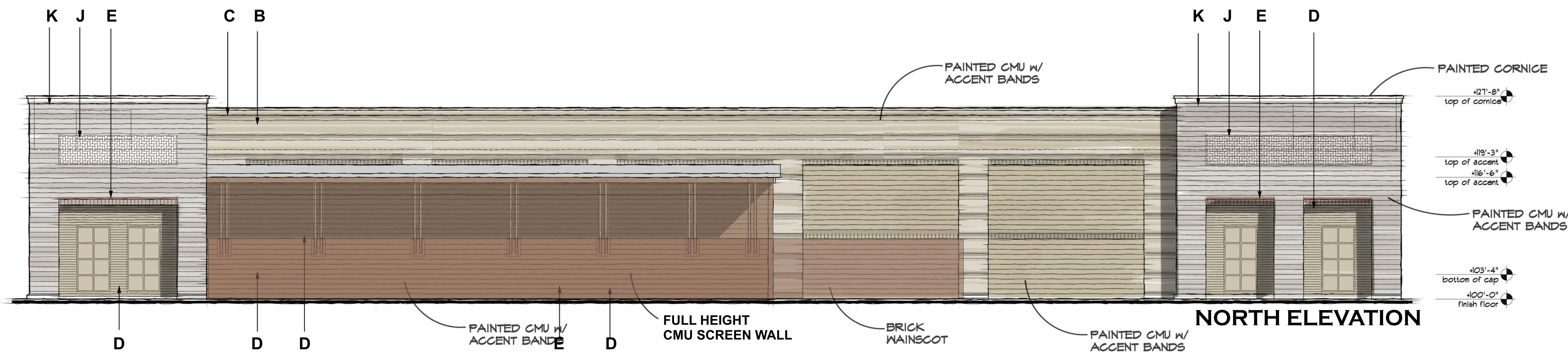
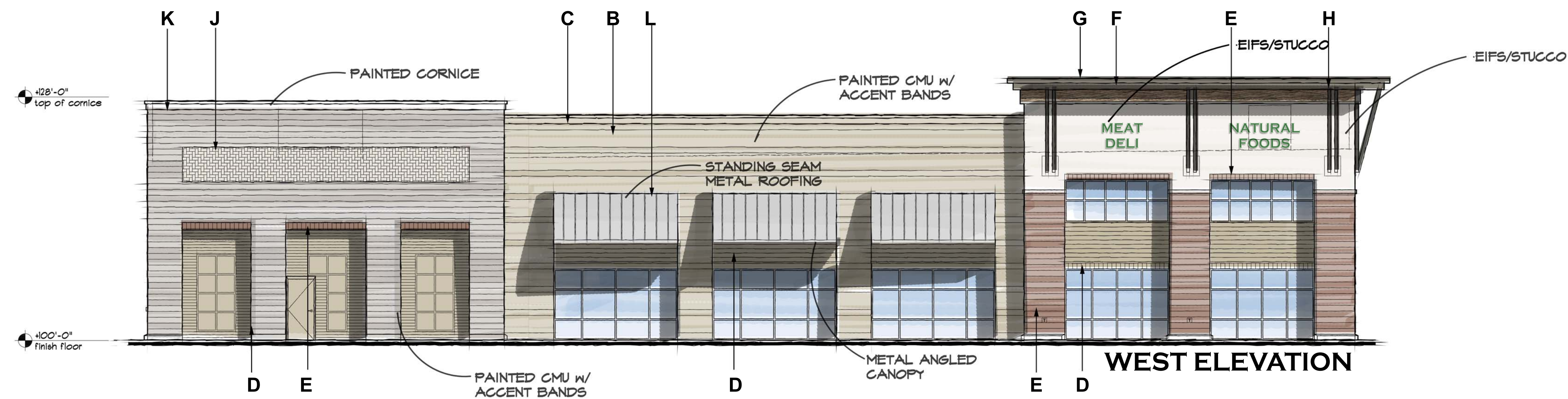
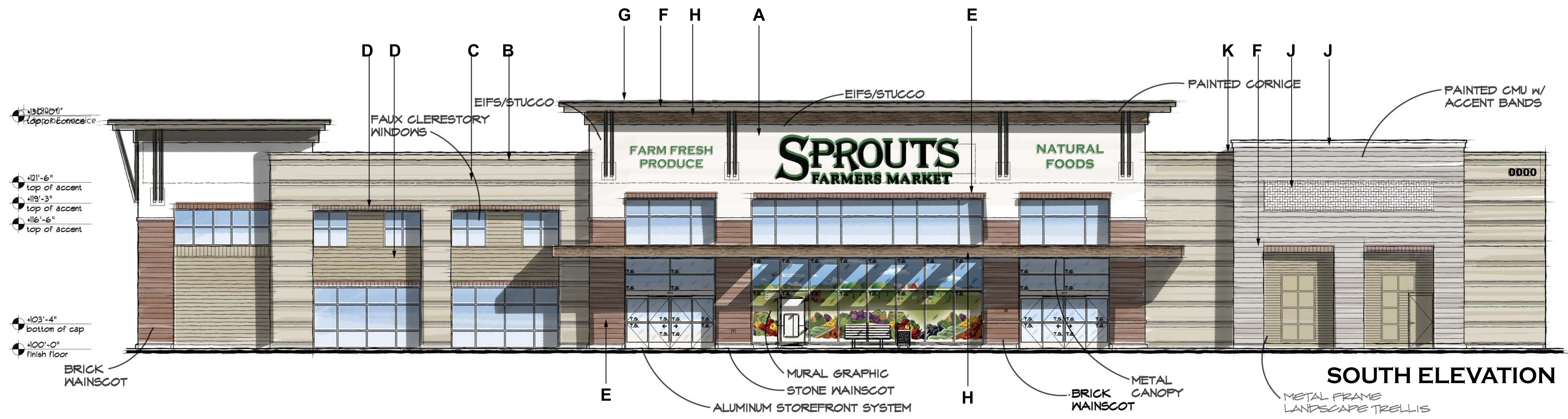
G. PAINT COLOR
#1582
BENJAMIN MOORE

H. WOOD BEAM
APPEARANCE GRADE ROUGH SAWN TIMBER
DOUG FIR

J. PAINT COLOR
#880
BENJAMIN MOORE

K. PAINT COLOR
#1582
BENJAMIN MOORE

L. STANDING SEAM MTL ROOFING
'GALVALUME'
BERRIDGE



TURNERY-BRIGGS SECOND SUBDIVISION

A REPLAT OF LOTS 9 THROUGH 26, INCLUSIVE, BLOCK 4, TURNERY-BRIGGS ADDITION TO THE CITY OF LOVELAND AND LOT 1, BLOCK 1, AMENDED PLAT OF LOTS 27 AND 28, BLOCK 4, TURNERY-BRIGGS ADDITION TO THE CITY OF LOVELAND AND LOT 1, BLOCK 1, TURNERY-BRIGGS FIRST SUBDIVISION ALONG WITH VACATED ALLEY, SITUATED IN THE SOUTHWEST ¼ OF SECTION 12, TOWNSHIP 5 NORTH, RANGE 69 WEST, OF THE 6TH P.M. CITY OF LOVELAND, COUNTY OF LARIMER, STATE OF COLORADO.

LEGEND	
●	SET 5/8"x24" PIN & 1 1/4" YELLOW PLASTIC CAP L.S. NO. 33202 UNLESS NOTED OTHERWISE
▲	FOUND #4 REBAR & RED ILLIGIBLE PLASTIC CAP
■	FOUND #4 REBAR
(XX.XX)	PER THE PLAT OF TURNERY-BRIGGS ADDITION TO THE CITY OF LOVELAND
(XX.XX)	PER THE PLAT OF TURNERY-BRIGGS FIRST SUBDIVISION

Scale: 1" = 30'

Dedication:

KNOW ALL MEN BY THESE PRESENTS that the undersigned, being all the owners and lienholders of the following described property, except any existing public streets, roads or highways, which property is located in Southwest ¼ of Section 12, Township 5 North, Range 69 West of the 6th P.M., being more particularly described as follows:

A Parcel of land being Lots 9 through 26, inclusive, Block 4, TURNERY-BRIGGS ADDITION TO THE CITY OF LOVELAND and Lot 1, Block 1, AMENDED PLAT OF LOTS 27 AND 28, BLOCK 4, TURNERY-BRIGGS ADDITION TO THE CITY OF LOVELAND and Lot 1, Block 1, TURNERY-BRIGGS FIRST SUBDIVISION along with Vacated Alley, City of Loveland, County of Larimer, State of Colorado.

Beginning at the Southeast corner of Lot 1, Block 1, TURNERY-BRIGGS FIRST SUBDIVISION, said point lying on the Northerly Right-of-Way Line of East Eisenhower Boulevard;

Thence along said Northerly Right-of-Way Line the following Five (5) courses:

- 1) Thence S89°53'00"W a distance of 68.00 feet;
- 2) Thence N79°04'32"W a distance of 117.99 feet to a point of Curve;
- 3) Thence along a Curve to the right whose chord bears N56°58'45"W a distance of 37.62 feet, said curve having a central angle of 44°11'34", a radius of 50.00 feet, an arc length of 38.57 feet to a point of tangent;
- 4) Thence N34°52'58"W along said tangent a distance of 82.99 feet;
- 5) Thence N89°31'00"W a distance of 35.63 feet to a point on the Easterly Right-of-Way Line of North Lincoln Avenue;

Thence N00°28'25"E along said Easterly Right-of-Way Line a distance of 248.45 feet to the Southwest corner of Lot 29, Block 4, TURNERY-BRIGGS ADDITION TO THE CITY OF LOVELAND;

Thence S89°55'39"E along the Southerly Line of said Lot 29 and along said Southerly Line extended a distance of 159.84 feet;

Thence N00°26'43"E a distance of 0.43 feet to the Southwest Corner of Lot 8, said Block 4, TURNERY-BRIGGS ADDITION TO THE CITY OF LOVELAND;

Thence N89°17'47"E along the Southerly Line of said Lot 8 a distance of 139.93 feet to a point on the Westerly Right-of-Way Line of North Jefferson Avenue;

Thence along said Westerly Right-of-Way Line the following Three (3) courses:

- 1) Thence S00°28'25"W a distance of 250.20 feet;
- 2) Thence S01°01'49"W a distance of 19.80 feet;
- 3) Thence S00°34'08"W a distance of 91.50 feet to the Point of Beginning.

Containing (98,028 Square Feet) 2.2504 Acres more or less, and is subject to all easements and right-of-ways on record or existing, do hereby subdivide the same into a lot, a block, right-of-ways, and easements, as shown on this map; and do hereby designate and dedicate: (1) all such right-of-ways and easements, other than utility easements and private easements, to and for public use, except where indicated otherwise on this map ; and (2) all such utility easements to and for public use for the installation and maintenance of utility, irrigation and drainage facilities; and do hereby designate the same as TURNERY-BRIGGS SECOND SUBDIVISION to the City of Loveland, Colorado.

All expenses involving necessary improvement s for water system, sanitary sewer system, storm sewer system, curbs and gutters, sidewalks, street improvements , street signs, traffic control signs, alley grading and surfacing, gas service, electric system, grading and landscaping shall be paid by the owners, their heirs and assigns.

Evergreen Devco, Inc., a California corporation

By: _____

Print Name _____ Date _____

STATE OF _____)

COUNTY OF _____)ss

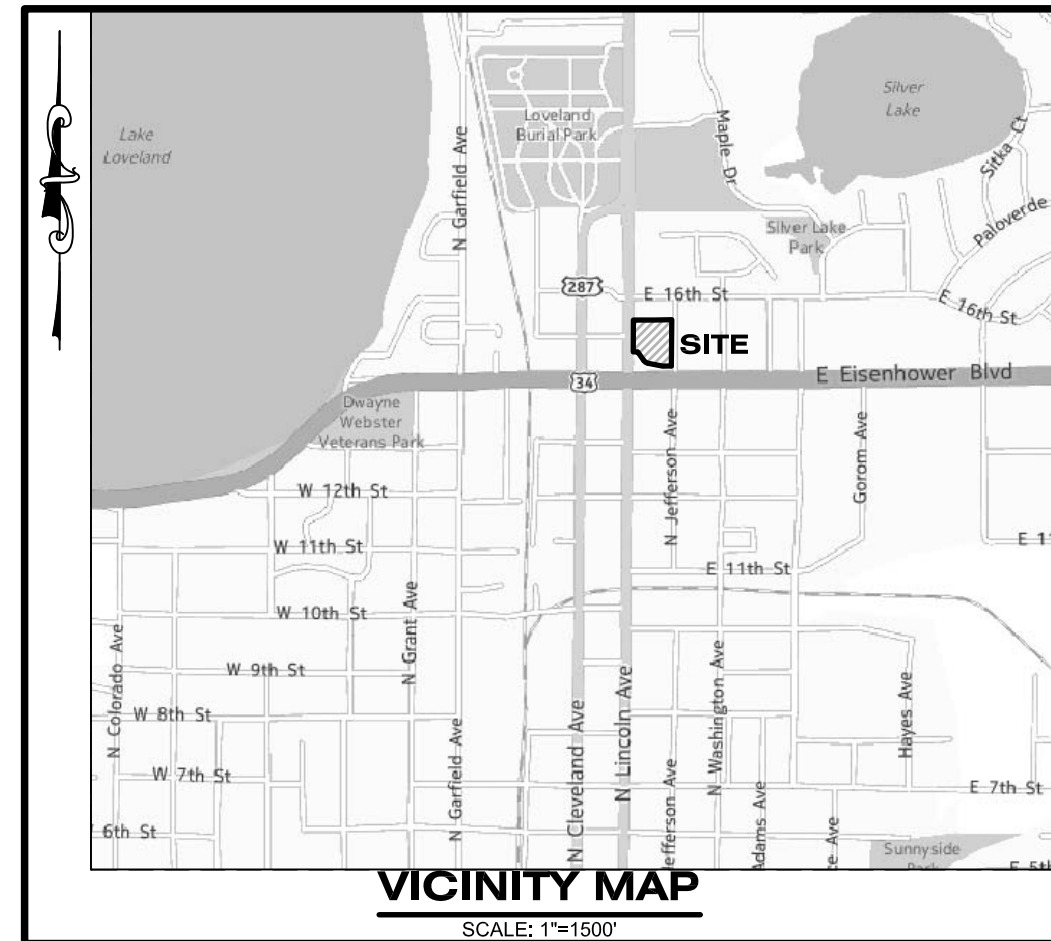
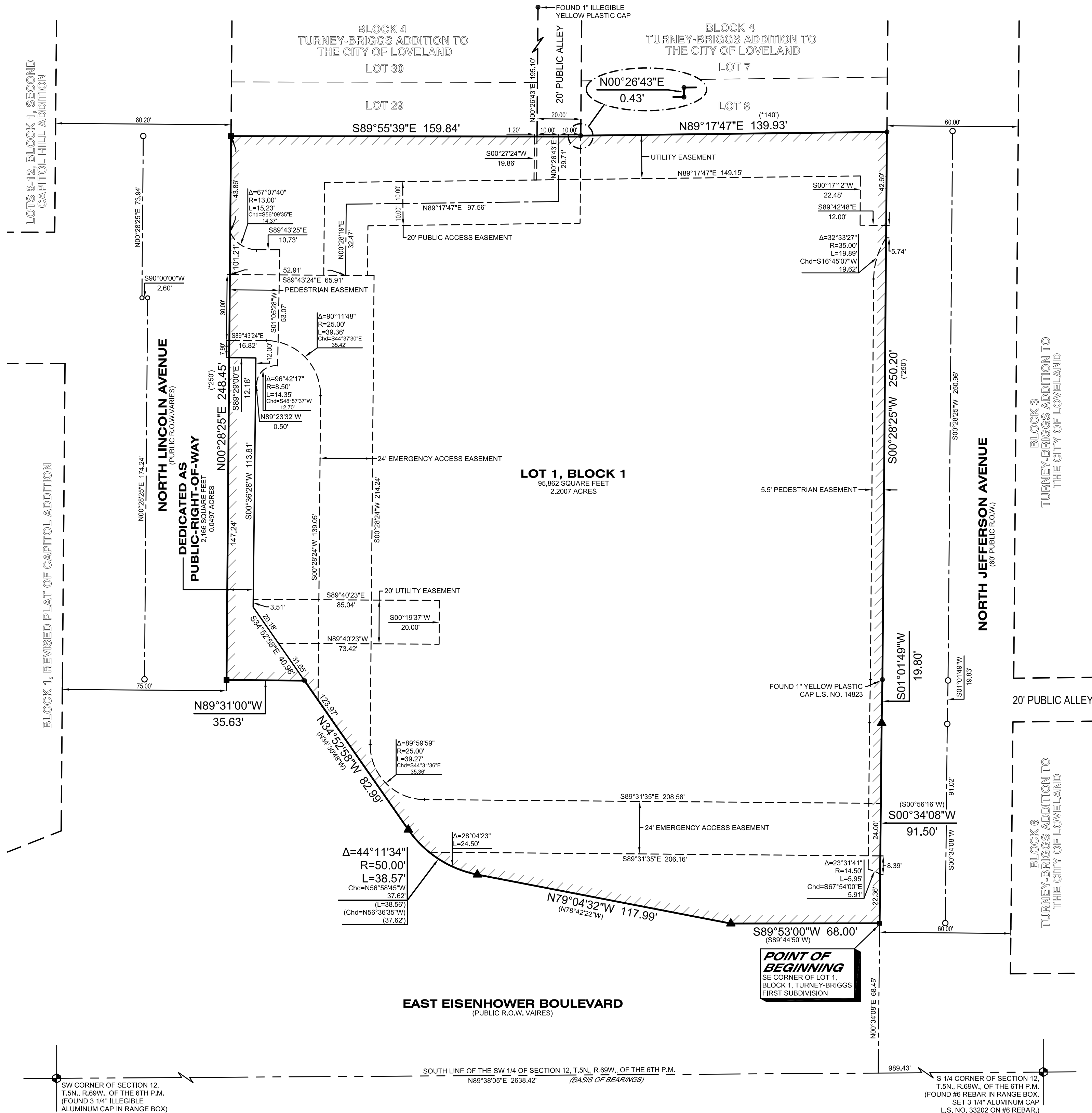
The foregoing instrument was acknowledged before me this _____ day of _____, 2015,

by _____.

Witness my hand and official seal.

My Commission expires _____

Notary Public _____



General Notes:

1. This survey was based on title commitment numbers:
508-F0476597-017-VB2, Amendment No.1 – Effective date: June 6, 2014, 7:00 A.M.,
508-F0476621-017-VB2, Amendment No.1 – Effective date: June 6, 2014, 7:00 A.M.,
508-F0469796-017-VB2, Amendment No.1 – Effective date: June 6, 2014, 7:00 A.M.,
508-F0476623-017-VB2, Amendment No.1 – Effective date: June 6, 2014, 7:00 A.M.,
508-F0476625-017-VB2, Amendment No.1 – Effective date: June 6, 2014, 7:00 A.M.,
508-F0476721-017-VB2, Amendment No.1 – Effective date: June 6, 2014, 7:00 A.M.,
508-F0476629-017-VB2, Amendment No.1 – Effective date: June 6, 2014, 7:00 A.M.,
All being prepared by Fidelity National Title Insurance Company, Engineering Service Company did not conduct a title search for other easements and/or exceptions of record.
2. Bearings are based on the South line of the SW 1/4 of Section 12, Township 5 North, Range 69 West, of the 6th Principal Meridian bearing N89°38'05"E and bounded by the monuments shown hereon.
3. The plat of TURNERY-BRIGGS ADDITION TO THE CITY OF LOVELAND was recorded April 7, 1908 at Reception No. 121236. The plat of TURNERY-BRIGGS FIRST SUBDIVISION was recorded December 21, 1988 at Reception No. 9811940. The plat of AMENDED PLAT OF LOTS 27 AND 28, BLOCK 4, TURNERY-BRIGGS ADDITION TO THE CITY OF LOVELAND was recorded July 22, 2010, at Reception No. 20100041871.
4. By graphic plotting only the subject property is situated in Flood Zone "x", area determined to be outside the 0.2% annual chance flood plain according to Flood Insurance Rate Map (FIRM) Community Panel No. 08069C1187F with and effective date of December 19, 2006. No office calculations or field surveying was performed to determine this information.
5. All Lineal Units are U.S. Survey Feet.
6. The subdivision is subject to a development agreement which has been recorded in the real property records of Larimer County.
7. Unless otherwise approved by the City, all unsatisfied conditions of approval for the original subdivision shall continue to apply to this property.
7. Total area in square feet of easements dedicated to the public or the city by this plat is 21,095 square feet.
8. Maintenance and upkeep of storm drainage infrastructure and permanent Stormwater quality improvements are required by the City of Loveland and are a continuing obligation of the private property owner. The owner(s) or responsible parties shall provide ongoing maintenance to the private Stormwater improvements as needed to maintain compliance with the approved construction plans and reports.

Attorney's Certificate:

I, _____ an attorney licensed to practice law in the State of Colorado, certify, that I have examined title to the above described land dedicated to the City of Loveland, Colorado, and that the parties executing the dedication are the owners thereof in fee simple, and the dedicated land is free and clear of all liens and encumbrances, except as set forth herein.

So sworn this _____ day of _____, 2015.

Attorney at Law _____

Surveyor's Certificate:

I Charles N. Beckstrom being a registered professional land surveyor in the State of Colorado, do hereby certify that the survey of TURNERY-BRIGGS SECOND SUBDIVISION was made by me or under my supervision and that the survey is accurately represented on this plat and that the statements contained hereon were read by me and the same are true to the best of my knowledge.

Dated this _____ day of _____, 2015.

Notice

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

Any person who knowingly removes, alters, or defaces any public land survey monument, land boundary monument, or accessory commits a class two (2) misdemeanor, pursuant to state statute 18-4-508 of the Colorado revised statutes.

Director of Development Services:

This plat is approved by the Director of Development Services of the City of Loveland, Larimer County,

Colorado, this _____ day of _____, 2015 for filing with the Clerk and Recorder of Larimer County and for conveyance to the city of the public dedications shown hereon, which are accepted: subject to the provision that approval in no way obligates the City of Loveland, for the financing or constructing of improvements on land, streets or easements dedicated to the public except as specifically agreed to by the Director of Development Services.

Director of Development Services _____

Witness my hand and seal of the City of Loveland.

ATTEST:

City Clerk _____

ENGINEERING SERVICE COMPANY ENGINEERS - SURVEYORS - PLANNERS Creative Solutions Since 1954 1300 South Potomac Street, Suite 126, Aurora, Colorado 80012 Office (303) 337-1389 Fax (303) 337-7481 www.engineeringserviceco.com		
Drawer No.: E-748	Date of Preparation: 01/16/2015	Date of Last Revision: 03/19/2015

April 13, 2015, Planning Commission Minutes

CITY OF LOVELAND PLANNING COMMISSION MINUTES April 13, 2015

A meeting of the City of Loveland Planning Commission was held in the City Council Chambers on April 13, 2015 at 6:30 p.m. Members present: Chairman Crescibene; and Commissioners Middleton, Meyers, Molloy, Dowding, Forrest, Ray, Jersvig, and McFall. Members absent: None. City Staff present: Bob Paulsen, Current Planning Manager; Moses Garcia, Assistant City Attorney.

These minutes are a general summary of the meeting. For more detailed information, audio and videotapes of the meeting are available for review in the Development Services office.

CITIZEN REPORTS

There were no citizen reports.

STAFF MATTERS

1. **Mr. Paulsen, Current Planning Manager**, informed the commissioners there would be items on the April 27th and May 11th agendas and there will be no meeting on May 25th which is Memorial Day.

COMMITTEE REPORTS

Title 18 Committee: Commissioner Molloy stated that the item discussed at the last committee meeting is on tonight's regular agenda and resulted in the changes that were mailed out regarding the Code Enforcement Amendment.

Create Loveland: Commissioner Dowding stated that the committee will be looking at a draft on Thursday the 23rd.

287 Advisory Committee: Commissioner Forrest attended the Urban Land Institute's, Building Healthy Places Workshop in which they toured the 29th Street area and analyzed what can be addressed to promote a more walkable area. **Commissioner Forrest** mentioned that she has asked the ULI to share the presentation with the Planning Commission and the City Council.

Commissioners Meyers and Molloy attended the Urban Land Institute's recent presentation on the impacts of the 2013 flood and the future mitigation and planning efforts that can be taken to respond to the past and future flood events.

COMMISSIONER COMMENTS

Commissioner Middleton acknowledged Administrative Professional's Day and thanked Beverly Walker, Planning Commission Secretary, for her assistance to the commission. He also

noted that **Ms. Betsey Hale, Economic Development Director**, was recognized in the Colorado Municipality's April 2015 publication.

APPROVAL OF THE MINUTES

Commissioner Middleton made a motion to approve the March 23, 2015 minutes; upon a second from **Commissioner Dowding** the minutes were approved with eight ayes and one abstention.

CONSENT AGENDA

1. Mountain Pacific PUD – Preliminary Development Plan Resolution

Commissioner Meyers made a motion to approve Planning Commission Resolution 15-01, upon a second by **Commissioner Ray**, the motion was unanimously adopted.

REGULAR AGENDA

2. Turney-Briggs Right-of-Way Vacation

This is a public hearing on a legislative matter to review an application to vacate a portion of public right-of-way (alley) associated with the redevelopment of property located at the NE corner of Eisenhower Boulevard and Lincoln Avenue. The "T-shaped" portion of alley proposed to be vacated is approximately 0.2 acres in area. This vacation would facilitate re-platting and redevelopment of the properties associated with a Sprouts grocery store. The Planning Commission's recommendation will be forwarded to the City Council for final action.

Mr. Troy Bliss, Senior Planner, presented the application explaining that vacating this portion of the alley does not grant development rights. This is a separate application from the Sprouts Grocery Store. A Site Development Plan, Public Improvement Construction Plans, a lot merger plat, a Site Work Permit, and a building permit have to be satisfied prior to the vacation being placed in effect. The City Engineer also has to determine that construction of the Public Access and Utility Easement has been satisfactorily completed. If development does not occur, the vacation will not be finalized or completed; it won't be recorded until all of the provisions have been completed.

Mr. Bliss introduced the applicant **Mr. Zach Lauterbach, Evergreen Devco, Inc.** who offered to answer any questions.

Commissioner Questions

- Section 6 of the Ordinance states: This Ordinance shall be in full force and effect ten days after its final publication, as provided in City Charter Section 4-8(b). Commissioners asked for clarity; will it be held until the conditions are met or will it take effect.

Mr. Moses Garcia, Assistant City Attorney, explained that the Ordinance will be in effect, but it won't be recorded until the conditions are satisfied.

- Will there be improvements to the alley, such as paving?

Mr. Bliss stated that there would not be improvements to the alley, traffic studies show that traffic does not utilize the alley.

- Why is the alley being left open and not made into a dead end?

Mr. Lauterbach and **Mr. Bliss** indicated that trash trucks use the alley for both commercial and residential properties. They want to ensure there is no dead end in the alley for access especially emergency access.

- Will delivery trucks parked at the loading dock block the alley access?

Mr. Lauterbach explained that the loading dock is designed so the delivery trucks will not block the alley access.

- What is the main reason for the alley; public or emergency access?

Mr. Bliss stated that both uses need access, in addition to the need for accessibility to public utilities.

- Has staff looked at making the alley run east and west and gating the alley?

Mr. Bliss explained that the challenge to that option is how to keep the public's accessibility and the design need's to provide adequate landscape buffering for the adjacent neighborhood. **Mr. Bliss** stated they are also trying to limit the amount of access points onto Jefferson Avenue.

- Are there any intentions to regulate the alley?

Mr. Bliss indicated that the directional movement in the alley has not yet been discussed.

- Can bollards be used that let only city vehicles in the alley?

Mr. Lauterbach stated he is willing to do whatever is going to be needed and what staff requires.

Mr. Sean Kellar, Public Works Engineer, stated that the Public Works Department tries to avoid installing anything that is going to be a maintenance issue and he has found that bollards aren't effective after a period of time. He shared that he recently drove the alley and found that it is not convenient and not smooth. He found that it is easier to access the site from Lincoln Avenue.

- What is the plan for when the store first opens and there is a lot of initial traffic?

Mr. Kellar stated that he is open to using temporary traffic controls when the store first opens.

He indicated that if he finds that longer term neighborhood “traffic calming” is needed he will use them. He has installed several different devices for such purposes.

- What is the path that delivery trucks would be going?

Mr. Lauterbach explained the delivery trucks would come into the site from Lincoln, they will not utilize the alley. He stated, they have done what they could to mitigate trucks being able to use the alley.

- What is the snow removal plan?

Mr. Lauterbach stated the snow would be piled in the northwest corner and it would still allow enough room to allow trucks to maneuver.

- What is the schedule for getting the other applications going?

Mr. Lauterbach explained, this is part of the process. He stated that he is pressing forward and should have approval on the Site Development Plan in the next month or so.

- Is the process taking longer than normal?

Mr. Bliss explained that it is a complex site and requires a lot of nuances.

Chair Crescibene opened the public hearing.

Mr. Brian Wood, 1516 N. Jefferson Ave., stated that the increase in traffic will affect his quality of life. He shared that Jefferson is a quiet street, he thinks there are about 6-10 cars in an hour on average. He is concerned that it will turn into a high traffic highway, so he has asked for a no left turn sign to be posted. He stated that he would like the Planning Commission to wait to see if a lawsuit goes through and to hold off on making the vacation decision.

Chair Crescibene closed the public hearing.

Commissioner Comments

- Commissioners wanted to know what the objection to a “no left turn” sign is.
Mr. Kellar, stated that it is still under consideration, but could be an enforcement issue. If not enforced it eventually will not be obeyed. Commissioners felt that if police don’t want to enforce it, it would be negligible, so that should not be an issue.
- Commissioners stated that they understand the resident’s frustration and wish there was more that could be done.
- Commissioners would like city staff to consider signage and a no left turn on Jefferson and one way for the alley. They feel there needs to be a remedy for the traffic impact to the residents.
- Commissioners stated they are glad it is conditionally based and trust that the ordinance will be appropriately recorded.

Commissioner Dowding moved to make the findings listed in Section VIII of the Planning Commission staff report dated April 13, 2015 and, based on those findings, recommend that City Council approve the Turney-Briggs Addition and Turney-Briggs First Subdivision – Vacation of Public Right-of-Way, subject to the conditions listed in Section IX, by adoption of an ordinance in the form attached hereto, as amended on the record; upon a second from **Commissioner McFall**, the motion passed with eight ayes and one nay.

Chair Crescibene called for a recess at 8:10 p.m.

Chair Crescibene called the meeting to order at 8:24 p.m.

3. Title 18 Code Enforcement Amendment - Section 1.28.070 Clarification – Authority to Issue Summons and Complaint

This is a public hearing on a legislative matter: a proposed amendment to Title 18 (the zoning code) of the Loveland Municipal Code; specifically, the amendment addresses the repeal of Section 18.68.045 (Title 18), the creation of Section 1.28.070 (Title 1), and the amendments of four various provisions to be consistent with the new Section 1.28.070. The Planning Commission's recommendation will be forwarded to the City Council for final action.

Mr. Vincent Junglas, Assistant City Attorney, explained the amendment is mainly a clarification of an issue for code enforcement officers. There is no substantial change to current practices. Summons and Complaints can be written by code enforcement without involving the police department. The standard process to issuing a Summons and Complaint is probable cause and acquiring an inspection warrant to enter the property. The limited commissioned code enforcement officer shall be considered a peace officer for purposes of issuing summonses into municipal court pursuant to Rule 204 of the Colorado Municipal Court Rules. Consolidating and clarifying such authority in Title 1 will establish a clear statement of authority to issue summonses into municipal court for purposes of enforcement actions.

Commissioner Questions

- What is the process when a complaint is made?

Code enforcement is called and a site visit is done, fact gathering with other neighbors and communication with the violator will take place prior to a summons and complaint ticket being written.

- How many letters are sent to a citizen?

Three actions are taken; the first is a warning letter called a Notice and Order, the second item sent is a Notice of Abatement, and the third action would be a Summons and Complaint. There will be no change in the maximum amount of notices that are sent.

- Who writes the summons now?

The code enforcement officer, but they will be changed to Peace Officers to be consistent with Rule 204. It doesn't change the process, it just clarifies it. Weapons would not be used of any type, no batons, cuffs, taser guns, etc. They do not have any arrest authority.

Mr. Paulsen indicated that code enforcement officers are non-confrontational. They try to work with the violator to help resolve the matter. They can only issue a summons limited to code compliance which is a Municipal Court violation and of a non-felony nature.

Commissioner Middleton moved to recommend that City Council approve the repeal of Section 18.68.045, the amendments of Section 18.68.040, Section 18.50.170, Section 12.44.050, Section 13.04.235, and the creation of Section 1.28.070 as specified in the draft ordinance identified as Exhibit A to the April 7th, 2015 memorandum, as amended on the record, upon a second by **Commissioner Meyers**, the motion was unanimously adopted.

4. Review and action concerning a resolution to City Council to seek direction certifying the Loveland Building Division as a Prequalified Building Department pursuant to section 22-32-124 C.R.S.

This resolution responds to the request made to staff by the Planning Commission on March 9, 2015 and further discussed on March 23rd.

Commissioner Forrest clarified that the school district still has the option to go with the state review or go with the City's review.

Discussion ensued regarding the resolution.

Commissioner Meyers made a motion to pass the resolution from the Planning Commission recommending that the city apply for and obtain prequalified building division status for provisions of building permit services to the school district within the State of Colorado and authorizing the city staff to investigate and take to City Council as a recommendation for action, upon a second by **Commissioner Dowding**, the motion was adopted with eight ayes and one nay.

ADJOURNMENT

Chair Crescibene adjourned the meeting at 9:25 p.m.

Approved by: _____
John Crescibene, Planning Commission Chair

Beverly Walker, Planning Commission Secretary



CITY OF LOVELAND

ECONOMIC DEVELOPMENT OFFICE

Civic Center • 500 East Third • Loveland, Colorado 80537
(970) 962-2304 • FAX (970) 962-2900 • TDD (970) 962-2620

AGENDA ITEM: 12
MEETING DATE: 5/5/2015
TO: City Council
FROM: Economic Development Department
PRESENTER: Mike Scholl, Economic Development Manager

TITLE: A public update on the downtown property acquisition and possible executive session to discuss confidential commercial and financial information protected under the open meetings law and City Charter and/or Colorado Open Records Act.

RECOMMENDED CITY COUNCIL ACTION: After the executive session, Council may give direction to staff regarding future Council actions.

SUMMARY: The City of Loveland has been working to acquire property in a two block area in Downtown Loveland for the purposes of facilitating a redevelopment project in partnership with the Michaels Development Company and Larimer County. This session is a follow up to the Executive Session held on April 21, 2015.

BUDGET IMPACT:

- ☐ Positive
- ☐ Negative
- ☒ Neutral or negligible

BACKGROUND: In March of 2014, the City of Loveland entered into an Exclusive Right to Negotiate with the Michaels Development Company regarding the redevelopment of a two block area in downtown. The area, between Lincoln Avenue and Cleveland Avenue and south of Back Stage Alley (alley behind the Rialto) to the ditch adjacent to 1st Street, would include a mixed-use development, a commercial development that would house a significant employer and the new 60,000 square foot Larimer County building.

City Council directed staff to extend the Exclusive Right to Negotiate by ninety days at the February 24, 2015 Council Study Session. At the meeting, Council asked that the negotiation on the property acquisition be completed in thirty (30) days (April 2), that the Michaels Development Company demonstrate a major tenant commitment within sixty (60) days (May 1) and that the terms of the deal with the Michaels Development Company be completed in ninety

(90) days (June 1). The attached staff report includes a more detailed report and update on these and other activities related to the project.

City Staff are in active negotiations with the Michaels Development Company and expect to have the terms of the redevelopment deal completed by the end of May in accordance with Council direction. Additionally, staff are also negotiating with Larimer County on the terms of the agreement for the construction of their new building in downtown.

REVIEWED BY CITY MANAGER:



LIST OF ATTACHMENTS:



CITY OF LOVELAND
CITY ATTORNEY'S OFFICE

Civic Center • 500 East Third • Loveland, Colorado 80537
(970) 962-2540 • FAX (970) 962-2900 • TDD (970) 962-2620

AGENDA ITEM: 13
MEETING DATE: 5/5/2015
TO: City Council
FROM: Tami Yellico, City Attorney
PRESENTER: Tami Yellico, City Attorney

TITLE:

A Motion to Allow City Council the Option to go into Executive Session for the Purpose of Receiving Legal Advice Regarding the Klen & Weston v. City of Loveland Lawsuit

RECOMMENDED CITY COUNCIL ACTION:

Adopt the Motion.

OPTIONS:

1. Adopt the action as recommended.
 2. Deny the action.
 3. Adopt a modified action.
-

SUMMARY:

This is an administrative action to allow for the possibility of an executive session for the purpose of receiving legal advice regarding the Klen & Weston v. City of Loveland lawsuit.

BUDGET IMPACT:

- ☐ Positive
☐ Negative
☒ Neutral or negligible
-

BACKGROUND:

Plaintiffs, Ed Klen and Liam Weston, have filed a lawsuit against the City of Loveland concerning an agreement for City incentives, fee waivers, and construction materials use tax waivers with Thornton Long Term Investments, LLC for a Sprouts Farmers Market. The Colorado Open Meetings Law and the City Charter authorize City Council to go into executive session to receive legal advice upon an affirmative vote of two-thirds of the members of council present.

REVIEWED BY CITY MANAGER:

A handwritten signature in black ink, reading "William D. Cahill". The signature is written in a cursive style with a large, stylized 'W' and 'C'.

LIST OF ATTACHMENTS: