

AGENDA
LOVELAND CITY COUNCIL MEETING
LOVELAND URBAN RENEWAL AUTHORITY
TUESDAY, MAY 19, 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 17-23, 2015 AS NATIONAL PUBLIC WORKS WEEK
(Leah Browder, Public Works Director)**

PROCLAMATION DECLARING MAY, 2015 AS MOTORCYCLE SAFETY AWARENESS MONTH (Kristy McNeill, Brandy Jaramillo and Yvette Rikli)

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 28, 2015 Study Session and the May 5, 2015 Regular meeting minutes.
 1. This is an administrative action to approve the City Council meeting minutes for the April 28, 2015 Study Session.
 2. This is an administrative action to approve the City Council meeting minutes for the May 5, 2015 Regular Meeting.

2. **CITY MANAGER** (presenter: Bill Cahill)
APPOINTMENT TO CULTURAL SERVICES BOARD
A Motion to Appoint Juanita Cisneros to the Cultural Services Board For A Partial Term Effective Until December 31, 2015

This is an administrative item recommending the appointment of a member to the Cultural Services Advisory Board. Juanita Cisneros was interviewed on April 28, 2015 and is recommended for appointment to the Board for a term effective until December 31, 2015.

3. **CITY MANAGER** (presenter: Bill Cahill)
APPOINTMENTS TO THE YOUTH ADVISORY COMMISSION
A Motion to Appoint the Recommended Members to the Youth Advisory Commission

This is an Administrative Item recommending appointments of members for the Youth Advisory Commission as follows:

Reappoint as YAC Commissioners:

Payton Buhler
 Billie Anna Runions
 Elijah Solt
 Jack Crowley
 Lorenzo Scalise
 Oliver Byles
 Caitlin Parets
 Hattie Volk

Appoint as YAC Alternates:

Brandon Lindsey
 Ava McQuade
 Megan Valliere
 Zoe Keeler

Appoint as YAC Commissioners:

Michael Selbert
 Stirling Pettit
 Mark McKenna
 Nicholas Jacoby

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

4. **FINANCE** (presenter: Marc Kahn)
SUPPLEMENTAL APPROPRIATION FOR 2015 LURA BUDGET
A Motion to Approve and Order Published On Second Reading 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. This ordinance was unanimously approved on first reading by Council at the May 5, 2015 regular meeting.

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

5. **CULTURAL SERVICES** (presenter: Susan Ison)
SUPPLEMENTAL APPROPRIATION FOR VARIOUS CULTURAL SERVICES EVENTS
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 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. This ordinance was unanimously approved on first reading by Council at the May 5, 2015 regular meeting.
6. **FIRE AUTHORITY** (presenter: Mark Miller)
SALE OF PROPERTY ON ROSSUM DRIVE
A Motion to Approve and Order Published on Second 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. This ordinance was unanimously approved on first reading by Council at the May 5, 2015 regular meeting.
7. **DEVELOPMENT SERVICES** (presenter: Brian Burson)
PUBLIC HEARING
EASEMENT VACATION IN ANDERSON FARMS 5TH SUBDIVISION
A Motion to Approve and Order Published on First Reading An Ordinance Vacating A Portion Of A Shared Access Easement Located Within Lots 1 And 2, Block 1, Anderson Farms 5th Subdivision, City Of Loveland, County Of Larimer, State Of Colorado
 This is a legislative action to consider adoption of an ordinance, on first reading, to vacate a shared access easement across two lots in Anderson Farm 5th Subdivision. In conjunction with pending development by Drywall Supply, the two lots will be merged into a single lot, and the shared access easement will no longer be needed. The Planning Commission recommended approval of the vacation as part of their Consent Agenda on April 27, 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.

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

8. **DEVELOPMENT SERVICES** (presenter: Troy Bliss)
TURNEY BRIGGS ADDITION VACATION
A Motion to Approve And Order Published On Second 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 second reading, vacating a portion of 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. On May 5, 2015 City Council approved the first reading of the ordinance by a vote of eight to one.

9. **FINANCE** (presenter: Brent Worthington)
PUBLIC HEARING
REDUCTION OF SALES TAX ON FOOD FOR HOME CONSUMPTION
A Motion to Approve and Order Published on First Reading An Ordinance Amending 3.16.020 (A) of the Loveland Municipal Code to Reduce Sales Tax on Food for Home Consumption
 This is a legislative action. At the April 7, 2015 City Council meeting, City Council voted not to approve an Ordinance on Second Reading that would have reduced sales tax on food for home consumption over a three year period, with the tax being reduced to 2% effective November 1, 2015, to 1% effective November 1, 2016, and such sales tax on the sale of food for home consumption is eliminated effective November 1, 2017. The total effect of the elimination of sales tax on food for home consumption is an approximate \$6.5 million per year at full reduction. At that meeting, City Council moved to bring this ordinance back on first reading and directed Staff to research and prepare an analysis demonstrating the impacts of such sales tax reduction on General Fund programs and services. Staff has completed the process, and the ordinance is back, for first reading.

10. **CITY MANAGER** (presenter: Bill Cahill)
APPOINTMENTS TO THE NORTHERN COLORADO REGIONAL AIRPORT COMMISSION
A Motion Adopting a Resolution #R-30-2015 Appointing Members to Northern Colorado Regional Airport Commission
 This is an administrative item. This resolution will appoint two citizen members: Curt Burgener for a four year term, and Jerry Stooksbury as the recommended Joint Citizen Member for a four year term to the Northern Colorado Regional Airport Commission. The resolution will also appoint two City of Loveland Members “who shall be Council members or City Staff” to the Northern Colorado Regional Airport Commission. Council will need to insert the names of these two members, prior to adoption of the resolution.

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,** public works services provided in our community are an integral part of our citizen's everyday lives; and
- WHEREAS,** having the support of an understanding and informed citizenry is vital to the efficient operations of the various public works systems and programs such as stormwater, streets, transit, solid waste, fleet, development review, traffic, facilities and public buildings; and
- WHEREAS,** the health and safety and comfort of this community greatly depends on these facilities and services; and
- WHEREAS,** the quality and effectiveness of these facilities and services, as well as their planning, design, construction, is vitally dependent upon the efforts and skill of public works officials; and
- WHEREAS,** this year's observance of Public Works Week celebrates the theme, "Community Begins Here", recognizing the valuable work carried out by our highly capable and reliable public works professionals, engineers and administrators and acknowledging their contributions to an improved quality of life in this community.

NOW, THEREFORE, we, the City Council of the City of Loveland do hereby proclaim May 17-23, 2015 as

NATIONAL PUBLIC WORKS WEEK

in the City of Loveland, and we call upon all citizens to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort and quality of life.

Signed this 19th day of May, 2015

Cecil A. Gutierrez, Mayor



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CITY COUNCIL

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PROCLAMATION

- WHEREAS** Colorado's climate and scenery make motorcycle riding an attraction in the beautiful state of Colorado, and riders consider our roadways to be some of the best for riding; and,
- WHEREAS** motorcycles are increasingly used as a regular means of transportation; and,
- WHEREAS** the motorcycle is an energy-efficient vehicle that reduces fuel consumption, traffic and parking congestion; and,
- WHEREAS** the motorcycle is an important form of transportation for commuting, touring and recreation; and,
- WHEREAS** as a matter of safety, it is necessary to develop appropriate driving habits to handle these vehicles on Colorado roadways; and
- WHEREAS** to prevent injuries and deaths on Colorado's roadways, motorcyclists and motorists must be vigilant in their efforts to share the road and ensure the safety of everyone; and,
- WHEREAS** Motorcycle Safety Awareness Month raises public awareness for a lifetime of safe motorcycle riding; and,
- WHEREAS** the International Women's Motorcycle Club, Leather & Lace Motorcycle Club, is committed to increasing the safe operation of motorcycles by promoting rider safety education programs; their goal is to alert the motorists of the town of Loveland, Colorado to: SHARE THE ROAD; and
- WHEREAS** Motorcycle Safety Awareness Month is designed to increase public awareness about motorcycles and to encourage their safe and proper use among motorcycle riders.

NOW, THEREFORE, we, the Loveland City Council, in the great state of Colorado, in recognition of over 9,477,243 registered motorcyclists nationwide, and in recognition of the continued role of Leather & Lace Motorcycle Club as a promoter of motorcycle safety, education and awareness, do hereby proclaim in the month of May 2015 as

MOTORCYCLE SAFETY AWARENESS MONTH

in the City of Loveland, Colorado and ask all citizens to join in a concerted effort to promote awareness, mutual respect, and safety on our roads.

Signed this 19th day of May, 2015

Cecil A. Gutierrez, Mayor



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MINUTES
LOVELAND CITY COUNCIL STUDY SESSION
TUESDAY, APRIL 28, 2015
CITY COUNCIL CHAMBERS
500 EAST THIRD STREET
LOVELAND, COLORADO

STUDY SESSION 6:30 P.M. - STUDY SESSION AGENDA

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

1. **PARKS & RECREATION** (presenters: Marigail Jury & Phoebe Hawley; 60 min)
JOINT CITY COUNCIL/SENIOR ADVISORY BOARD MEETING
 Senior Advisory Board Members, Marigail Jury and Phoebe Hawley introduced this item as an informational presentation and idea exchange between the Loveland Senior Advisory Board and City Council. Over the past two years, the board has evolved and expanded its focus for advocacy, action and accountability by increasing partnerships throughout Larimer County and using measurable goals to benefit Loveland's growing and changing community. Discussion concerned using the board as a resource for Council to tap into when input is needed from the perspective of seniors in the community. Council thanked the board members for the presentation.

2. **PARKS & RECREATION** (presenter: Janet Meisel-Burns; 60 min)
VIESTENZ-SMITH MOUNTAIN PARK – RESTORATION AND RECOVERY PLANS FOR THE MOUNTAIN PARK
 Parks and Recreation Director Elizabeth Anderson introduced this item to Council. Senior Park Planner Janet Meisel-Burns and Janna McKenzie from Logan Simpson presented the item to Council and answered questions. In December 2014, staff hired Logan Simpson to prepare a site assessment, preliminary hydraulic analysis and two master plan concepts for the redevelopment of Viestenz-Smith Mountain Park. The concept plans were presented to Open Lands and Parks and Recreation Advisory Commissions in early April and the first public meeting on the project redesign was held on April 15th with approx. 35 people in attendance. Staff is seeking feedback on the designs, and to confirm that the direction of the restoration efforts are congruent with council; including building resiliency and more nature based recreation into the redevelopment of the park. Discussion ensued. Staff was directed move forward with the design process to be completed by the end of the year, with the first phase of construction to begin in 2016 and a public opening in 2017. Council thanked Janet for her hard work and dedication since the flood and for the presentation.

3. **DEVELOPMENT SERVICES** (presenter: Karl Barton, 60 min)
UPDATE ON CREATE LOVELAND COMPREHENSIVE PLAN
 Development Services Director, Greg George introduced this item to Council. Senior Planner, Karl Barton and Jeremy Call from Logan Simpson updated Council with an informational presentation on the Create Loveland Comprehensive Plan reviewing the public outreach activities that have taken place and giving a timeline for upcoming activities. The focus of the presentation was on the first draft of Chapter 2, which is the heart of the plan and represents what has been heard from the community. The chapter contains recommended Plan Policies that, once adopted, will be official City Council policy
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regarding land use decisions. More general information was provided regarding changes to the Future Land Use Map. Discussion ensued. Council directed staff to move forward with the nine plan elements in Chapter 2 and Chapter 3 Land Use Designations and provide hardcopy redline versions for Council to review. Council thanked the group for the presentation.

ADJOURNMENT

Hearing no further business before this Council, Mayor Gutierrez adjourned the meeting at 9:47 p.m.

Respectfully Submitted,

Teresa G. Andrews, City Clerk

Cecil A. Gutierrez, Mayor

MINUTES
LOVELAND CITY COUNCIL MEETING
LOVELAND URBAN RENEWAL AUTHORITY
TUESDAY, MAY 5, 2015
CITY COUNCIL CHAMBERS
500 EAST THIRD STREET
LOVELAND, COLORADO

CALL TO ORDER; Mayor Gutierrez called the meeting to order.

PLEDGE OF ALLEGIANCE

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

Councilor Fogle read the Proclamation Declaring May 2015 As Archaeology & Historic Preservation Month. Stacey Kersley from the Historic Preservation Commission received the proclamation.

Councilor McKean read the Proclamation Declaring May 16, 2015 As Kids To Parks Day Elizabeth Anderson, Parks and Recreation Director received the proclamation.

Councilor Krenning read the Proclamation Declaring May 2015 As Mental Health Month. Cpt. Tim Brown and Touchstone Health Partners representative, Chris Fine received the proclamation.

Mayor Gutierrez read the Proclamation Declaring May 3 Through May 9, 2015 As Municipal Clerks' Week. City Clerk, Terry Andrews received the proclamation.

Mayor Gutierrez read the following: "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 remove anything from the Consent Agenda. Citizen and Planning Commission Chair, Buddy Meyers asked for item #6 to be removed from the Consent Agenda. **Councilor Shaffer moved to approve the consent agenda with the exception of item #6. The motion seconded by Councilor Farley, carried with all councilors present voting in favor thereof.**

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, was approved.

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 #R-28-2015 Appointing Members to Downtown Development Authority Board was approved.

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

CITY COUNCIL ADJOURNED AND CONVENED 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 was approved.

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.

THE BOARD OF THE LOVELAND URBAN RENEWAL AUTHORITY (LURA) ADJOURNED AND RECONVENED 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 was

approved.

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 #R-29-2015 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 was approved.

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
Moved To Regular Agenda**

**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 was approved.**

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

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REGULAR AGENDA

CONSIDERATION OF ITEMS REMOVED FROM CONSENT AGENDA

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 was approved.

Assistant City Attorney, Vincent Junglas, introduced this item to Council. 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. There was Council discussion regarding the use of the term "peace officer" in these code provisions. Mayor Gutierrez asked for public comment: Buddy Meyers, 2429 Cameo Ct, spoke in opposition; Ed Klen, 1609 Shannon Ct, spoke in opposition; Larry Sarnier, Ward II, spoke in opposition to the Ordinance. **Councilor Krenning moved to refer this matter back to the Planning Commission after further research was conducted regarding the term of "peace officer". The motion, seconded by Councilor Fogle, carried with all councilors present voting in favor thereof.**

10. CITY COUNCIL

DISCUSSION REGARDING MAY 19, 2015 SALES TAX ON FOOD

This is an administrative action. On May 5, 2015 City Staff received notice from four Councilors requesting discussion of the process for May 19, 2015 consideration of "an ordinance concerning sales tax on food for home consumption", added to the agenda. Council discussed suspending the "reconsideration" rule, in order to consider the ordinance on sales tax on food on second reading, at the May 19, 2015. The following citizens spoke in opposition of suspending the rules: Roger Weidland, Ward 4; Sue Mullins, Bob Massaro, Ward 4. Linda Rosa, Ward 2 spoke in support. The motion to consider suspending the rule, was withdrawn.

11. POLICE

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

RESTORATIVE JUSTICE PROGRAM

Cpt. Tim Brown introduced this item to Council. 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.). Mayor Gutierrez asked for public comment: Tristen Hague, Mountain View High School spoke in support of the program; Linda Leary, Loveland resident, spoke in support; Susan Briggs, Loveland resident, spoke in support. **Councilor Shaffer moved 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. The motion, seconded by Councilor McKean, carried with all councilors present voting in favor thereof.**

12. DEVELOPMENT SERVICES

(presenter: Troy Bliss)

PUBLIC HEARING

TURNERY BRIGGS ADDITION VACATION

A Motion To

City Planner, Troy Bliss introduced this item to Council. 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. Mayor Gutierrez opened the public hearing at 10:15 p.m. and asked for public comment. Hearing no comments, Mayor Gutierrez closed the public hearing at 10:15 p.m. **Councilor Shaffer moved 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. The motion seconded by Councilor Farley, carried with eight councilors voting in favor and Councilor McKean voting against.

13. **ECONOMIC DEVELOPMENT** (presenter: Mike Scholl)
EXECUTIVE SESSION

DOWNTOWN SOUTH CATALYST PROJECT

Business Development Manager, Mike Scholl introduced this item to Council. 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. **Councilor Shaffer moved that the 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: a) the acquisition or disposal of real property as authorized by C.R.S. §24-6-402(4)(a) and by Charter section 4-4(c)(2) since, in the judgment of Council, premature disclosure of information might give an y person an unfair competitive or bargaining advantage; and b) since the acquisition, disposal, and development of such real property is a matter that is subject to negotiations, to receive reports concerning negotiations, to develop the City 's negotiation positions and strategies, and to instruct the City 's negotiators concerning those positions and strategies an authorized by C.R.S. § 24-6-402(4)(c) and Charter Section 4-4(c)(1); and c) as needed, 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 10:28 p.m. The motion, seconded by Councilor Farley, carried with eight councilors voting in favor and Councilor Krenning voting against.**

Mayor Gutierrez asked if the both executive session motions could be considered prior to Council moving upstairs. Council concurred.

14. **CITY ATTORNEY** (presenter: Tami Yellico)
POSSIBLE EXECUTIVE SESSION

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. Council discussion ensued as to the merits of the litigation and whether an executive session was necessary. CIRSA Attorney, Steve Dawes, co-council with the City Attorney for this case, was available to answer questions. Could ask for depository judgment. City Attorney summarized her understanding of Councils direction: **1) City Attorney to defend the City of Loveland in this lawsuit; 2) have the incentive agreement upheld; and 3) pursue a depository judgment early on if possible. Councilor Trenary moved to instruct the City Attorney to defend the city as described by City Council on the record.** Mayor Gutierrez asked for public comment. Guadalupe Lima spoke up in support of the motion. Roger Weidland, Ward 4, asked what the City would lose, if they lost the litigation. **The motion, seconded by Councilor Farley, carried with Councilors McKean and Clark voting against and seven councilors voting in favor, including an abstention by Councilor Krenning.**

Council adjourned into Executive Session at 11:14. Councilor McKean did not participate

in the Executive session.

Council reconvened at 12:15 a.m.

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.

None

CITY MANAGER REPORT

None

CITY ATTORNEY REPORT

None

ADJOURN

Mayor Gutierrez hearing no other business to come before this Council, adjourned the meeting at 12:17 a.m. Wednesday, May 6, 2015.

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: 5/19/2015
TO: City Council
FROM: City Manager
PRESENTER: Bill Cahill

TITLE: Appointment to Cultural Services Board

RECOMMENDED CITY COUNCIL ACTION:

A motion to appoint Juanita Cisneros to the Cultural Services Board for a partial term effective until December 31, 2015

OPTIONS:

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

SUMMARY:

This is an administrative item recommending the appointment of a member to the Cultural Services Advisory Board.

BUDGET IMPACT:

- ☐ Positive
☐ Negative
☒ Neutral or negligible
-

BACKGROUND:

Adrian Somerset was appointed to the Cultural Services Board in July, 2014. Mr. Somerset no longer meets residency or substantial ties necessary to serve on the Cultural Services Board, as required by Section 2.60.020 of the Loveland Municipal Code, resulting in a vacant position on the Board. Recruitment to fill the vacancy resulted in one application. Juanita Cisneros was interviewed on April 28, 2015 and is recommended for appointment to the Board for a term effective until December 31, 2015.

REVIEWED BY CITY MANAGER:

LIST OF ATTACHMENTS: None



CITY OF LOVELAND
LOVELAND PUBLIC LIBRARY

Civic Center • 300 North Adams • Loveland, Colorado 80537
(970) 962-2665 • FAX (970) 962-2905 • TDD (970) 962-2620

AGENDA ITEM: 3
MEETING DATE: 5/19/2015
TO: City Council
FROM: City Manager
PRESENTER: Bill Cahill

TITLE: Appointments to Youth Advisory Commission

RECOMMENDED CITY COUNCIL ACTION:

A motion to appoint the recommended members to the Youth Advisory Commission

OPTIONS:

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

SUMMARY:

This is an Administrative Item recommending appointments of members for the Youth Advisory Commission.

BUDGET IMPACT:

- ☐ Positive
☐ Negative
☒ Neutral or negligible
-

BACKGROUND:

In May, eight of the current Youth Advisory Commission ("YAC") members will be graduating from high school. Interviews were conducted by Phil Farley, Beth Gudmestad, Wes Walton, Emilee Mendoza, Mattie Wabeke, Billie Anna Runions, Lorenzo Scalise, Eli Solt, Payton Buhler, Oliver Byles, Caitlin Parets, and Jack Crowley on April 20, 21, and 22, 2015 to fill these vacancies. YAC would like to reappoint commissioners and alternates who are not graduating or leaving at this time. YAC has 12 total voting commissioners and four alternate positions. YAC recommends the following for appointments or reappointments to serve as members and alternates from June, 2015 through May, 2016.

Reappoint as YAC Commissioners:

Payton Buhler
Billie Anna Runions
Elijah Solt
Jack Crowley
Lorenzo Scalise
Oliver Byles
Caitlin Parets
Hattie Volk

Appoint as YAC Alternates:

Brandon Lindsey
Ava McQuade
Megan Valliere
Zoe Keeler

Appoint as YAC Commissioners:

Michael Selbert
Stirling Pettit
Mark McKenna
Nicholas Jacoby

REVIEWED BY CITY MANAGER:



LIST OF ATTACHMENTS:

None

**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: 4
MEETING DATE: 5/19/2015
TO: City Council
FROM: Brent Worthington, Finance Department
PRESENTER: Marc Kahn, Budget Manager

TITLE:

An Ordinance 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 approve the ordinance on second 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. This ordinance was unanimously approved on first reading by Council at the May 5, 2015 regular meeting.

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 May 19, 2015

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
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Total Revenue		11,031
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Appropriations

Total Appropriations		-
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**Supplemental Budget
Library Capital Expansion Fee Fund 266**

Revenues

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

Total Appropriations		-
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**Supplemental Budget
General Government Capital Expansion Fee Fund 268**

Revenues

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

Total Appropriations		-
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**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
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Total Appropriations		45,960
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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 May, 2015.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



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: 5/19/2015
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:

Adopt the ordinance on second 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.

This ordinance was unanimously approved on first reading by Council at the May 5, 2015 regular meeting.

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:

William D. Cahill

LIST OF ATTACHMENTS:

Ordinance

FIRST READING May 5, 2015

SECOND READING May 19, 2015

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
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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
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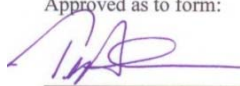
Section 2. That as provided in City Charter Section 4-9(a)(7), this Ordinance shall be published by title only by the City Clerk after adoption on second reading unless the Ordinance has been amended since first reading in which case the Ordinance shall be published in full or the amendments shall be 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 May, 2015.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

Approved as to form:


Teresa Ablao
Assistant City Attorney



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: 6
MEETING DATE: 5/19/2015
TO: City Council
FROM: Ken Cooper, Public Works
PRESENTER: Ken Cooper, Facilities Manager

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:

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.
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 on second 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. The buyer 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, e.g., a health care professional that drops in to manage prescriptions and other basic needs. The ordinance was approved unanimously on first reading.

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 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 buyers are 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 buyers 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:

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

FIRST READING May 5, 2015

SECOND READING May 19, 2015

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, City Manager
 By: William Cahill, City Manager



APPROVED AS TO FORM

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)

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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	Cancel
By: Shawn Grimes	

176

Authorized Signature

Title:

177

178

CL8-9-12. CLOSING INSTRUCTIONS

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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: 7
MEETING DATE: 5/19/2015
TO: City Council
FROM: Greg George, Development Services
PRESENTER: Brian Burson, Current Planning

TITLE:

An Ordinance Vacating A Portion Of A Shared Access Easement Located Within Lots 1 And 2, Block 1, Anderson Farms 5th Subdivision, City Of Loveland, County Of Larimer, State Of Colorado

RECOMMENDED CITY COUNCIL ACTION:

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

OPTIONS:

1. Deny the action. If not vacated, the easement could interfere with a development proposal currently in the review process. As part of the proposal, the two lots that share the access easement are being merged into one lot so the shared access easement is no longer necessary.
 2. Adopt a modified action. There are only two options, either vacate the easement or leave it in place.
 3. Refer back to staff for further development review and consideration. If referred back to staff, construction of the project would be delayed.
-

SUMMARY:

This is a legislative action to consider adoption of an ordinance, on first reading, to vacate a shared access easement across two lots in Anderson Farm 5th Subdivision. In conjunction with pending development by Drywall Supply, the two lots will be merged into a single lot, and the shared access easement will serve no purpose and is unnecessary.

The Planning Commission recommended approval of the vacation as part of their Consent Agenda on April 27, 2015.

BUDGET IMPACT:

- ☐ Positive
☐ Negative
☒ Neutral or negligible
-

BACKGROUND:

The property lies along the east side of North Denver Avenue, north of East 1st Street and adjacent to the intersection with Kermesite Place. The property is part of the Pine Tree Village PUD, platted as Anderson Farm 5th Subdivision. Since platting and approval of the PUD in 1998, this site has remained vacant.

The easement was dedicated across these lots by the final plat, and wraps around the west, south and east sides of the property, providing shared access to North Denver Avenue from both lots. In conjunction with pending development by Drywall Supply, the two lots will be merged into a single lot, and the shared access easement will no longer be needed. The access to Denver Avenue will continue to be available, and will be used by Drywall Supply and by the existing businesses on the adjacent property to the north. Separate easements will be in place for emergency access to the properties.

The Development Review staff fully support the vacation because it is no longer needed and because all aspects of applicable City codes and standards will be met without the easement.

REVIEWED BY CITY MANAGER:

LIST OF ATTACHMENTS:

1. Ordinance
2. Staff Memorandum, dated May 19, 2015.

FIRST READING: May 19, 2015 _____
SECOND READING: _____

ORDINANCE NO. _____

**AN ORDINANCE VACATING A PORTION OF A SHARED ACCESS EASEMENT
 LOCATED WITHIN LOTS 1 AND 2, BLOCK 1 OF ANDERSON FARM 5TH
 SUBDIVISION, CITY OF LOVELAND, COUNTY OF LARIMER, STATE OF
 COLORADO**

WHEREAS, the City Council, at a regularly scheduled meeting, considered the vacation of a portion of a shared access easement described below and located within Lots 1 and 2, Block 1 of Anderson Farm 5th Subdivision, City of Loveland, County of Larimer, Sate of Colorado; and

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

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

WHEREAS, the City Council further finds and determines that the application filed at the City's Current Planning Division was signed by the owners of more than fifty percent 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 such findings, the following described portion of a shared access easement be and the same is hereby vacated:

A portion of the Access Easement lying in Lots 1 and 2 of Block 1 according to the Final Plat of Anderson Farm Fifth Subdivision to the City of Loveland, Colorado as recorded September 16, 1998 as reception number 19980079865 in Larimer County, Colorado Records, being situated in the Northwest Quarter of Section 24, Township 5 North, Range 69 West of the 6th P.M, more particularly described by metes and bounds as follows:

The North line of Lot 2 Block 1 Anderson Farm Fifth Subdivision was assumed to bear South 89°33'15" East according to the Final Plat of said Subdivision with all bearings contained herein relative thereto.
 Commencing at the Northeasterly corner of Lot 2 Block 1;
 thence North 89°33'15" West a distance of 20.00 feet;

thence South 00°26'45" West a distance of 18.00 feet, to the Point of Beginning of this Easement Vacation;
 thence South 00°26'45" West a distance of 258.00 feet;
 thence North 89°33'15" West a distance of 210.00 feet;
 thence North 00°26'45" East a distance of 223.00 feet;
 thence along the arc of a curve to the left having a radius of 35.00 feet, and a central angle of 86°43'27", an arc length of 52.98 feet, the chord of said curve bears North 42°54'59" West, a distance of 48.06 feet;
 thence along a non-tangent line North 00°26'45" East a distance of 0.06 feet;
 thence South 89°33'15" East a distance of 80.00 feet;
 thence along the arc of a non-tangent curve to the left, the center of which bears South 00°26'45" West, having a radius of 22.00 feet, and a central angle of 90°00'00", an arc length of 34.56 feet, the chord of said curve bears South 45°26'45" West, a distance of 31.11 feet;
 thence South 00°26'45" West a distance of 189.00 feet;
 thence along the arc of a curve to the left having a radius of 22.00 feet, and a central angle of 90°00'00", an arc length of 34.56 feet, the chord of said curve bears South 44°33'15" East, a distance of 31.11 feet;
 thence South 89°31'15" East a distance of 116.00 feet;
 thence along the arc of a curve to the left having a radius of 22.00 feet, and a central angle of 90°00'00", an arc length of 34.56 feet, the chord of said curve bears North 45°26'45" East, a distance of 31.11 feet;
 thence North 00°26'45" East a distance of 189.00 feet;
 thence along the arc of a curve to the left having a radius of 22.00 feet, and a central angle of 90°00'00", an arc length of 34.56 feet, the chord of said curve bears North 44°33'15" West, a distance of 31.11 feet;
 thence along a non-tangent line, South 89°33'15" East a distance of 47.00 feet to the Point of Beginning, containing an area of 17577 square feet, 0.404 acres

Section 3. That as provided in City Charter Section 4-9(a)(7), this Ordinance shall be published by title only by the City Clerk after adoption on second reading unless the Ordinance has been amended since first reading in which case the Ordinance shall be published in full or the amendments shall be published in full. This Ordinance shall be in full force and effect ten days after its final publication, as provided in City Charter Section 4-8(b).

Section 4. That the City Clerk is hereby directed to record this Ordinance with the Larimer County Clerk and Records after its effective date in accordance with State Statutes

ADOPTED this ____ day of May, 2015.

CITY OF LOVELAND, COLORADO:

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:



Assistant City Attorney

AN ORDINANCE VACATING A PORTION OF A SHARED ACCESS EASEMENT LOCATED WITHIN LOTS 1 AND 2, BLOCK 1 OF ANDERSON FARM 5TH SUBDIVISION, 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

M E M O R A N D U M

TO: City Council

FROM: Brian Burson, City Planner II, Current Planning Division

DATE: May 19, 2015

SUBJECT: Vacation of a shared access easement within Lots 1 and 2, Block 1, Anderson Farm 5th Subdivision

I. EXHIBITS

1. Vicinity map
2. Planning Commission staff report, dated April 27, 2015, including Attachments 1-6.

II. KEY ISSUES

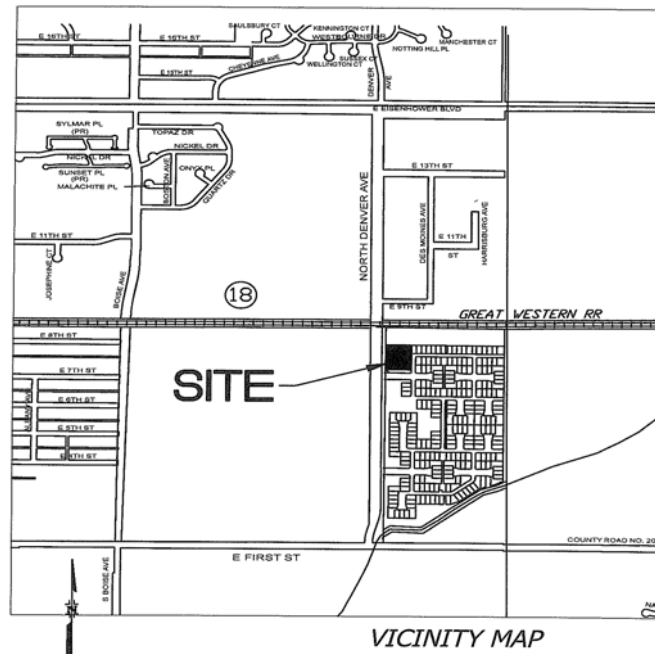
Staff believes that all key issues regarding the vacation have been resolved through the staff review process. Staff fully supports vacation of the easement, since it is no longer needed and because all applicable City codes and standards will be met without the easement. The Planning Commission recommended approval as part of their April 27, 2015 consent agenda. The item has also been placed on the City Council consent agenda.

III. SUMMARY

A. Project Description:

Drywall Supply proposes to construct a new office/warehouse building on Lots 1 and 2, Block 1, of Anderson Farm 5th Subdivision. The site is located along the east side of North Denver Avenue, approximately 2,100 north of East 1st Street and adjacent to Kermesite Place. (See **Exhibit 1.**)

Vicinity map:



The site has remained undeveloped since the time of original City approvals of the plat and PUD in 1998. The building will be a new office/warehouse for Drywall Supply. They are currently located nearby, at the west end of Citrine Ct.

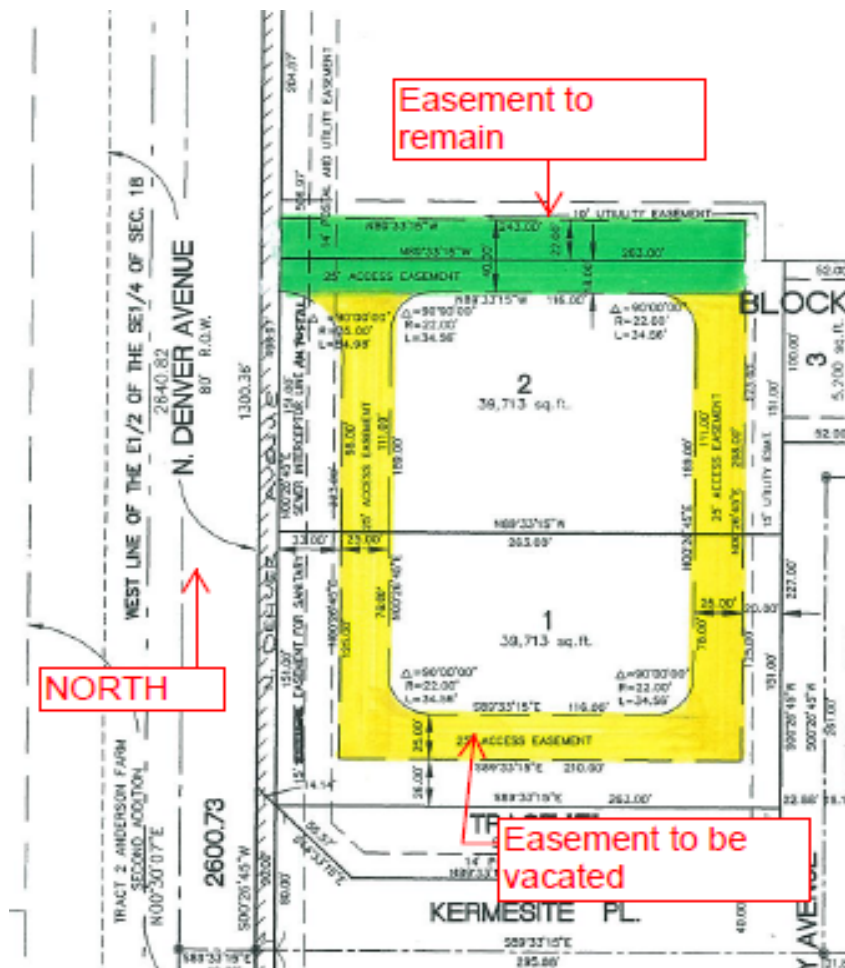
Neighborhood context map:



The property is part of the Pine Tree Village PUD, approved by the City in 1998. The PUD included areas to be developed for single-family residential, multi-family and commercial/light industrial uses. The site for Drywall Supply lies within the commercial/light industrial area, and is the remaining undeveloped site along North Denver Avenue.

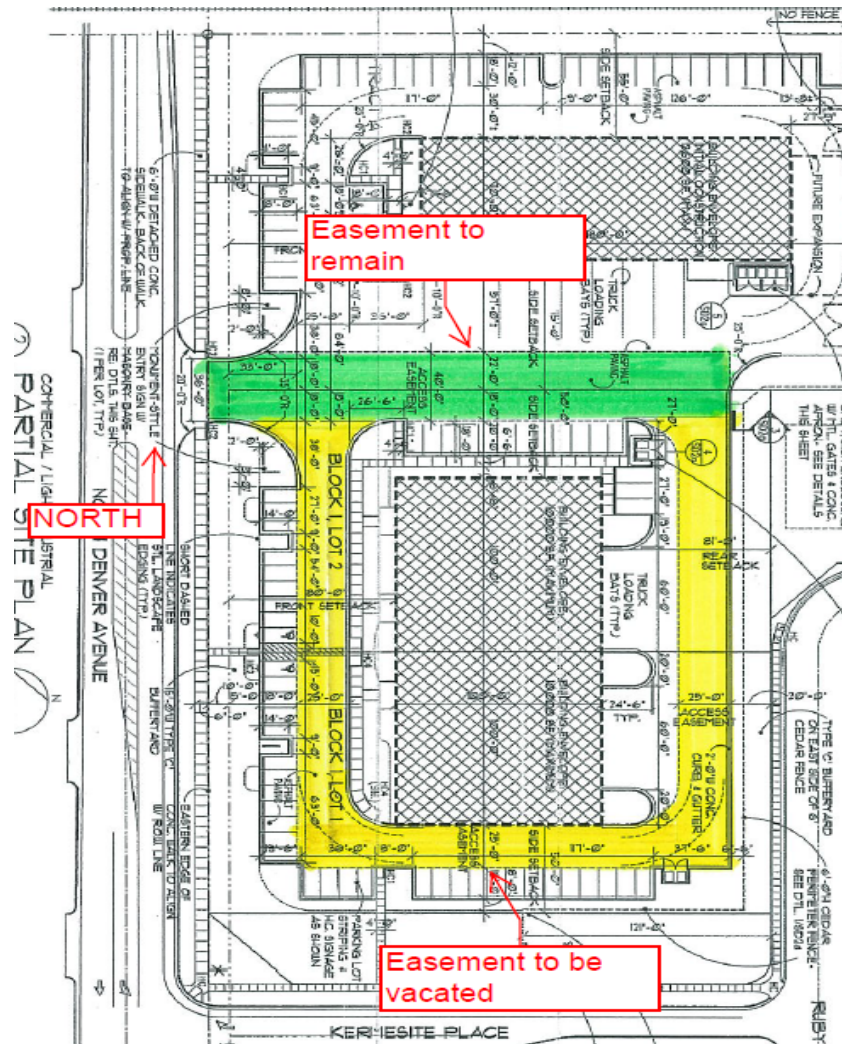
Since this stretch of North Denver Avenue is an arterial, spacing of access points is important to minimize conflicts between vehicles travelling on the arterial and vehicles attempting to access it from adjacent sites. To implement this, a shared access point to North Denver Avenue was planned with the original project for the commercial/light industrial lots. The original plat and development plan provided a shared access easement across the lots to assure that the owners of all lots could use the shared access onto North Denver Avenue. This easement was located and aligned to fall on the shared drive lane for the shared parking lot, allowing vehicles to travel to and from both lots.

Platted easement layout:



The proposed new building will be located and oriented in a manner that is consistent with the original development plan.

Original PUD Site Plan:



City codes no longer allow new buildings to span across platted lot lines. Therefore, in preparation for the development, the lots will be merged into a single lot, making the shared access easement around the building unnecessary. The drive lane for the parking lot will still circulate around the building as originally planned. However, since the merged property will be under one ownership, it does not need an access easement for the parking lot drive lane. An emergency access easement along this same drive lane will be provided as part of the Lot Merger plat to assure fire and other emergency access. It is anticipated that both the Lot Merger and Site Development Plan will be approved shortly after approval of the easement vacation.

B. Neighborhood Response:

No neighborhood meeting is required for an easement vacation. Public notice was provided as stipulated by the City code. Staff has received no inquiry, concern or input from the neighborhood or general public.

C. Planning Commission action:

Since the original easement was originally dedicated as a “public” easement, the application was considered at a public hearing by the Planning Commission on April 27, 2015. Planning Commission recommended approval of the vacation as part of their April 27, 2015 Consent Agenda.

IV. FINDINGS and ANALYSIS

The following two findings must be met in order for the City Council to vacate the easement. These findings are taken from section 16.36.010.B of the Loveland City Code, and also incorporated into the ordinance prepared for City Council action.

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

PW-Transportation: The proposed vacation of this portion of the access easement will not affect the existing east-west access easement serving other existing lots in the area which use the shared access to Denver Avenue. Once Lots 1 and 2 of the Anderson Farms Fifth Subdivision are combined into one lot as proposed, vacation of this portion of the access easement will not leave any land without an established public or private right-of-way or easement connecting said land to the existing public street system.

2. *That the easement to be vacated is no longer necessary for the public use and convenience.*

PW-Transportation: Once lots 1 and 2 of the Anderson Farms Fifth Subdivision are combined into one lot as proposed, the portion of access easement to be vacated will no longer be necessary for the existing public use and convenience. The Transportation Development Review Division has no objection to the approval of this proposed vacation of a portion of the access easement. On this basis, the easement to be vacated is no longer be needed.

Fire: The proposed lot merger and the accompanying vacation of the access easement would still preserve necessary emergency access to the site in compliance with the requirements in the ACF Ordinance for response distance requirements from the first due Engine Company. The proposed vacation will not negatively impact fire protection for the proposed development or surrounding properties. On this basis, the easement to be vacated is no longer be needed.

Water/Wastewater: The site is in the City's current service area for both water and wastewater. There are no existing water mains and/or wastewater mains in the easement to be vacated. Vacating the existing access easement will not impact the existing water and wastewater utility configuration within and adjacent to this development. Therefore, the existing access easement to be vacated is no longer necessary for public use and convenience.

PW-Stormwater: The existing access easement is not used to convey Stormwater and thus is not necessary for the public use and conveyance of Stormwater.

Power: Three phase underground feeders are located in existing utility easements along the east side of Denver Avenue, the north side of Kermesite Place and the west side of Ruby Avenue. These easements are not within the twenty-five foot easement to be vacated. The easement to be vacated is no longer necessary for the public use and convenience.

V. CONDITIONS

There are no recommended conditions from staff or the Planning Commission.



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: 8
MEETING DATE: 5/19/2015
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:

Adopt the ordinance as presented.

OPTIONS:

1. Deny the action. If not vacated, the alley right-of-way would interfere with development of the Sprouts 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 second reading, vacating a portion of 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. On May 5, 2015 City Council approved the first reading of the ordinance by a vote of eight to one.

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: May 19, 2015

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

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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.

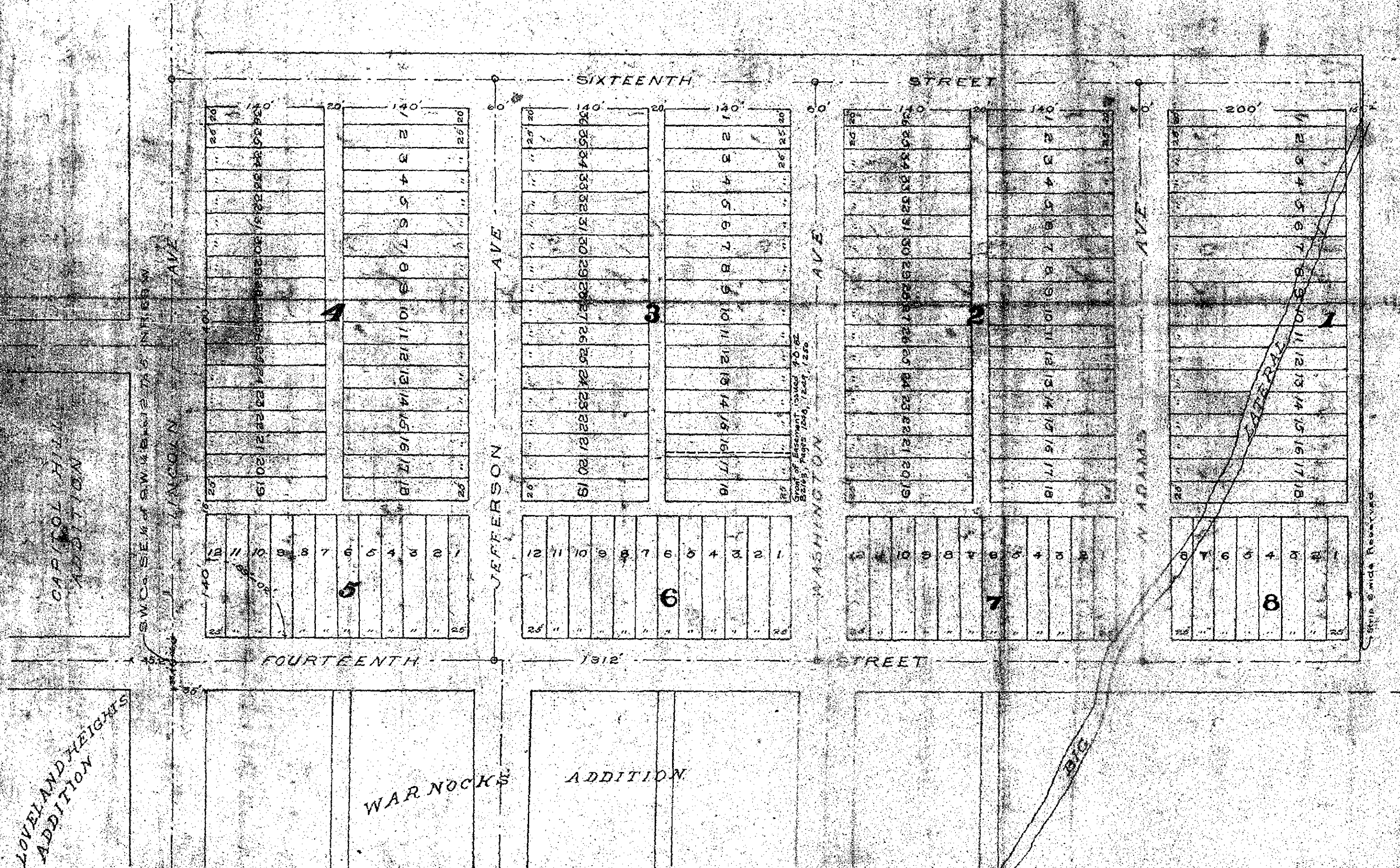
Associated development applications are proposed to address these matters, allowing for a continuous connection of the alley and rerouting utilities. However, these development applications have not been approved and their approvals are contingent upon approval of this vacation (among other factors as 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 attached.
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

STATE OF COLORADO } ss.
COUNTY OF LARIMER }
On this 7th day of April A.D. 1908, before me, the undersigned
Notary Public in and for the State of Colorado, personally known to me, to be the persons whose names are
subscribed to the foregoing instrument and acknowledged that they
executed the same as their free and voluntary act 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

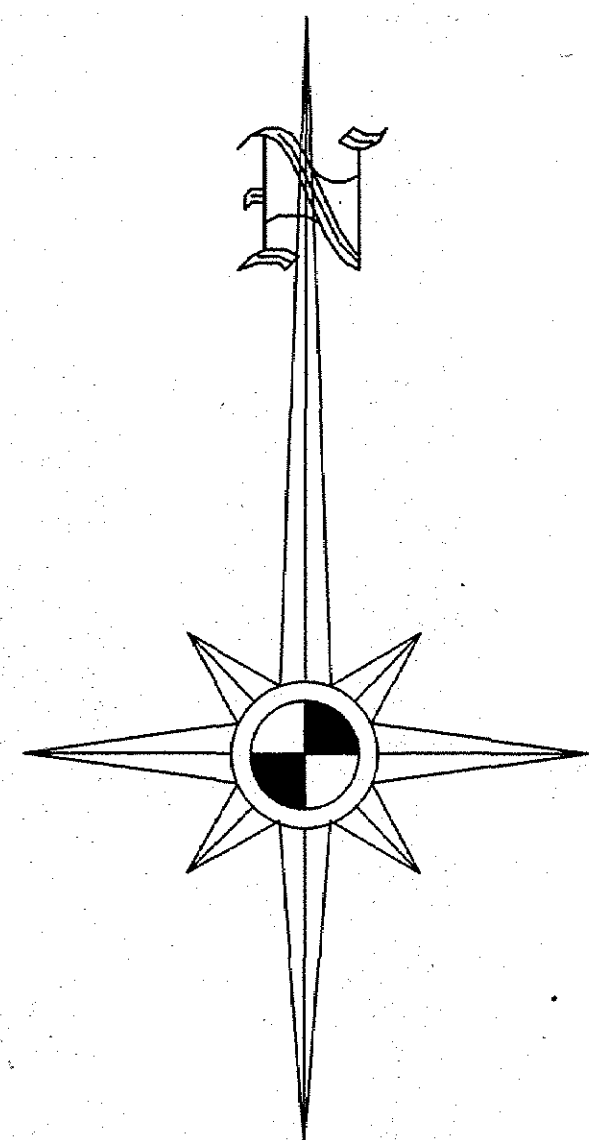
Approved by the Board of Trustees of the CITY OF LOVELAND
this 19th day of January A.D. 1908
Attest: [Signature] City Clerk
[Signature] Recorder

Approved by the Board of Trustees of the CITY OF LOVELAND
this 19th day of January A.D. 1908
Attest: [Signature] City Clerk
[Signature] Recorder

Approved by the Board of Trustees of the CITY OF LOVELAND
this 19th day of January A.D. 1908
Attest: [Signature] City Clerk
[Signature] Recorder

TURNERY-BRIGGS FIRST SUBDIVISION

Being a replat of Lot 1 through Lot 12, Block 5, Turnery-Briggs Addition to the City of Loveland
situate in the Southwest Quarter of Section 12, Township 5 North, Range 69 West of the 6th Principal Meridian,
Larimer County, Colorado



GRAPHIC SCALE - FEET
SCALE 1" = 20'

TRACT 1 BLOCK 1
REVISED PLAT OF CAPITAL HILL ADDITION

N. LINCOLN AVENUE
(75' ROW)

SW Cor. Sec. 12
Fnd. 2 1/2" Al. Cap on
1" Iron Bar in concrete,
in Monument Box
LS 25619

BLOCK 3
LOVELAND HEIGHTS ADDITION
LOT 16
LOT 15
LOT 14

LEGEND

- (F) DENOTES FIELD INFORMATION
(P) DENOTES INFORMATION FROM TURNERY-BRIGGS ADDITION PLAT
(FP) DENOTES INFORMATION FROM FREDERICK LAND SURVEY PLAT, JULY, 1997
(C) DENOTES CALCULATED INFORMATION
● DENOTES SECTION MONUMENT AS DESCRIBED
○ DENOTES FOUND MONUMENT AS DESCRIBED
● DENOTES SET #4 REBAR WITH PLASTIC CAP LS 25619

BASIS OF BEARINGS STATEMENT

Considering a line from the Southwest Corner of Section 12 and the North Quarter Corner of Section 12, as bearing, assumed, N 90°00'00"E, monumentd as shown, and with all bearings contained herein relative thereto.

SURVEYOR'S CERTIFICATE

I, Mark F. Corbridge, being first duly sworn on his oath, deposes and says: That he is a registered Professional Land Surveyor under the laws of the State of Colorado; that the survey of TURNERY-BRIGGS FIRST SUBDIVISION to the City of Loveland, County of Larimer, State of Colorado, was made by him or under his supervision; that the survey is accurately represented on this map and that the statements contained herein were read by me and the same are true to the best of my knowledge.

8-31-98 Mark F. Corbridge
Mark F. Corbridge Colorado P.L.S. #25619
STATE OF COLORADO
COUNTY OF LARIMER

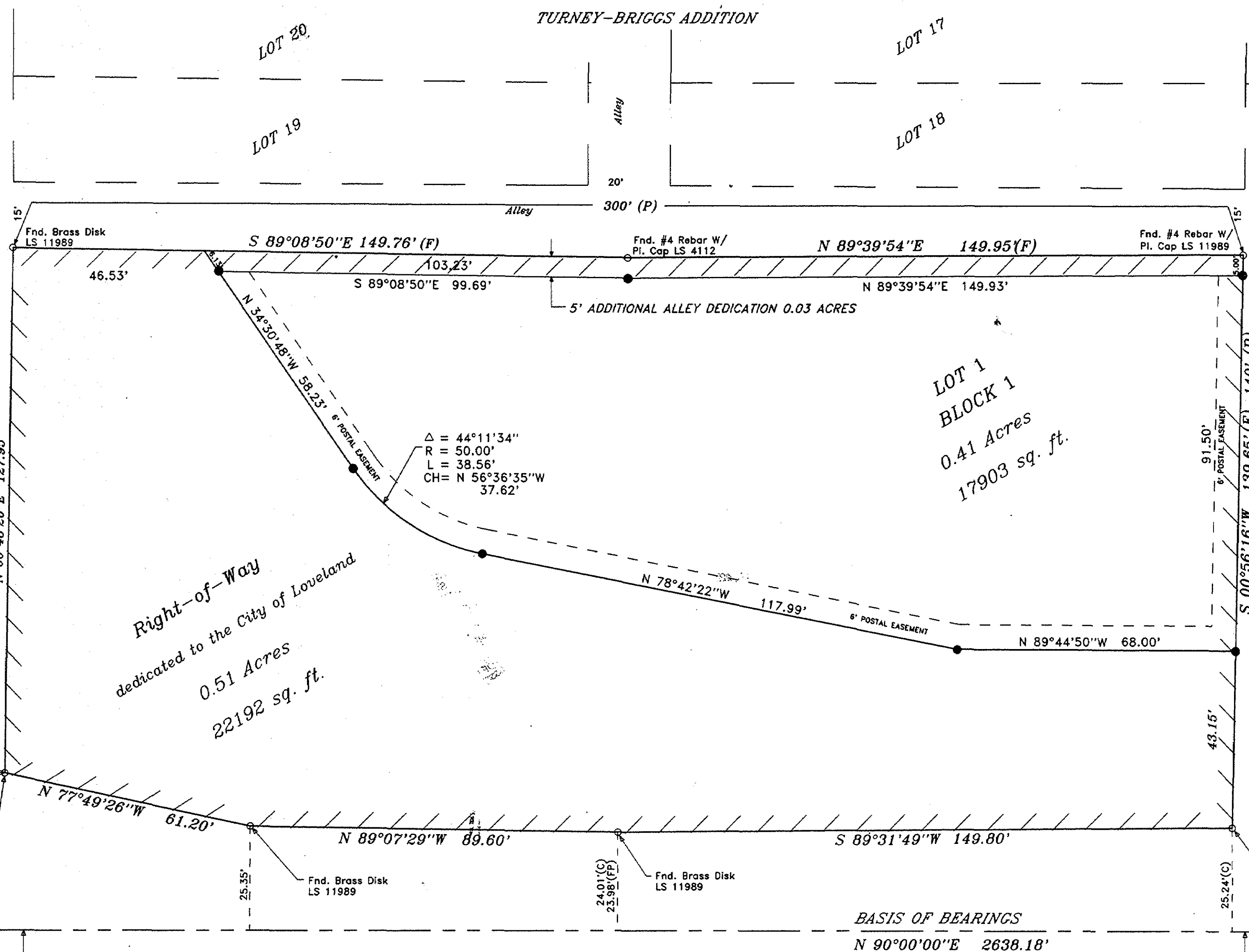
The foregoing instrument was acknowledged before me this 31st day of August, 1998, by Mark F. Corbridge.

Witness my hand and official seal.

My commission expires March 15, 1999.

Harriet B. Cason
Notary Public

BLOCK 4
TURNERY-BRIGGS ADDITION



E. EISENHOWER BOULEVARD
(ROW varies)

BASIS OF BEARINGS
N 90°00'00"E 2638.18'

N 1/4 Cor. Sec. 13
Fnd. 2" Al. Cap on
#6 Rebar, in Monument Box
LS 11989

LOT 1
BLOCK 2
WARNOCK ADDITION
LOT 2

DEDICATION

KNOWN ALL MEN BY THESE PRESENTS that we the undersigned, being all the owners and lienholders of the following described property, except any existing public streets, roads or highways, located in the Southwest Quarter of Section 12, Township 5 North, Range 69 West of the 6th Principal Meridian, Larimer County, Colorado, being more particularly described as follows:

Lots 1 through 12, Block 5, Turnery-Briggs Addition to the City of Loveland, County of Larimer, State of Colorado.

Containing 41,543 square feet (0.95 acre), more or less.

Do hereby subdivide the same into lots, blocks, tracts, outlots, rights-of-way and easements as shown on this map; and do hereby designate and dedicate: (1) all such rights-of-way and easements, other than utility easements and private easements, to and for public use, except as otherwise indicated on this map; and (2) all such utility easements to and for the public use for the installation and maintenance of all utility, irrigation and drainage facilities; and do hereby designate the same as TURNERY-BRIGGS FIRST SUBDIVISION to the City of Loveland.

All expenses involving necessary improvements for the water system, sanitary sewer system, storm sewer system, curbs and gutters, sidewalks, street improvements, street signs, traffic control signs, alley grading and surfacing, gas services, electric services, grading and landscaping shall be paid by the owners, their heirs and assigns.

Tom Gathmann
City of Loveland
By Tom Gathmann as an authorized agent

STATE OF COLORADO
COUNTY OF LARIMER

The foregoing instrument was acknowledged before me this 30th day of December, 1998, by Tom Gathmann as an authorized agent of City of Loveland.

Witness my hand and official seal.

My commission expires _____ My Commission Expires April 3, 2002

Jeffrey S. Miller
Notary Public

This plat is approved by the Director of Community Services of the City of Loveland, Larimer County, Colorado, this 30th day of December, 1998, 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 provisions that approval in no way obligates the City of Loveland, for the financing or constructing of improvements on land, street or easements dedicated to the public except as specifically agreed to by the Director of community Services.

Michael J. Hoff
Director of Community Services

Witness my hand and seal of the City of Loveland

ATTEST:

Robert J. Thompson
City Clerk

I, Jane Brantigan, 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.

So sworn this 28th day of September, 1998.

Jane S. Brantigan
Attorney at law

APPROVED this 30th day of DECEMBER, 1998, by the Current Planning Manager of the City of Loveland, Colorado.

John J. Gathmann
Current Planning Manager

APPROVED this 30th day of December, 1998, by the City Engineer of the City of Loveland, Colorado.

Tom Gathmann
City Engineer

NOTES:

- This subdivision is subject to a development agreement which has been recorded in the real property records of Larimer County.
- Unless otherwise approved by the City, all unsatisfied conditions of approval for the original subdivision shall continue to apply to this property.

TURNERY-BRIGGS FIRST SUB.
SW 1/4 SEC. 12 T 5 N, R 69 W
6th P.M., CITY OF LOVELAND
LARIMER COUNTY, COLORADO
Client: CITY OF LOVELAND
500 EAST 3RD STREET
LOVELAND, CO 80537

HALL & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
902 REDWOOD DRIVE • LOVELAND, CO 80538
(970) 663-1177
SCALE: 1" = 20'
DATE: 5-1-98 JOB NO. 98-1780 SHEET 1 OF 1

drawn by: jsk
checked by: MFC
approved by: MFC
revisions: 6-2-98
8-6-98
8-28-98

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.

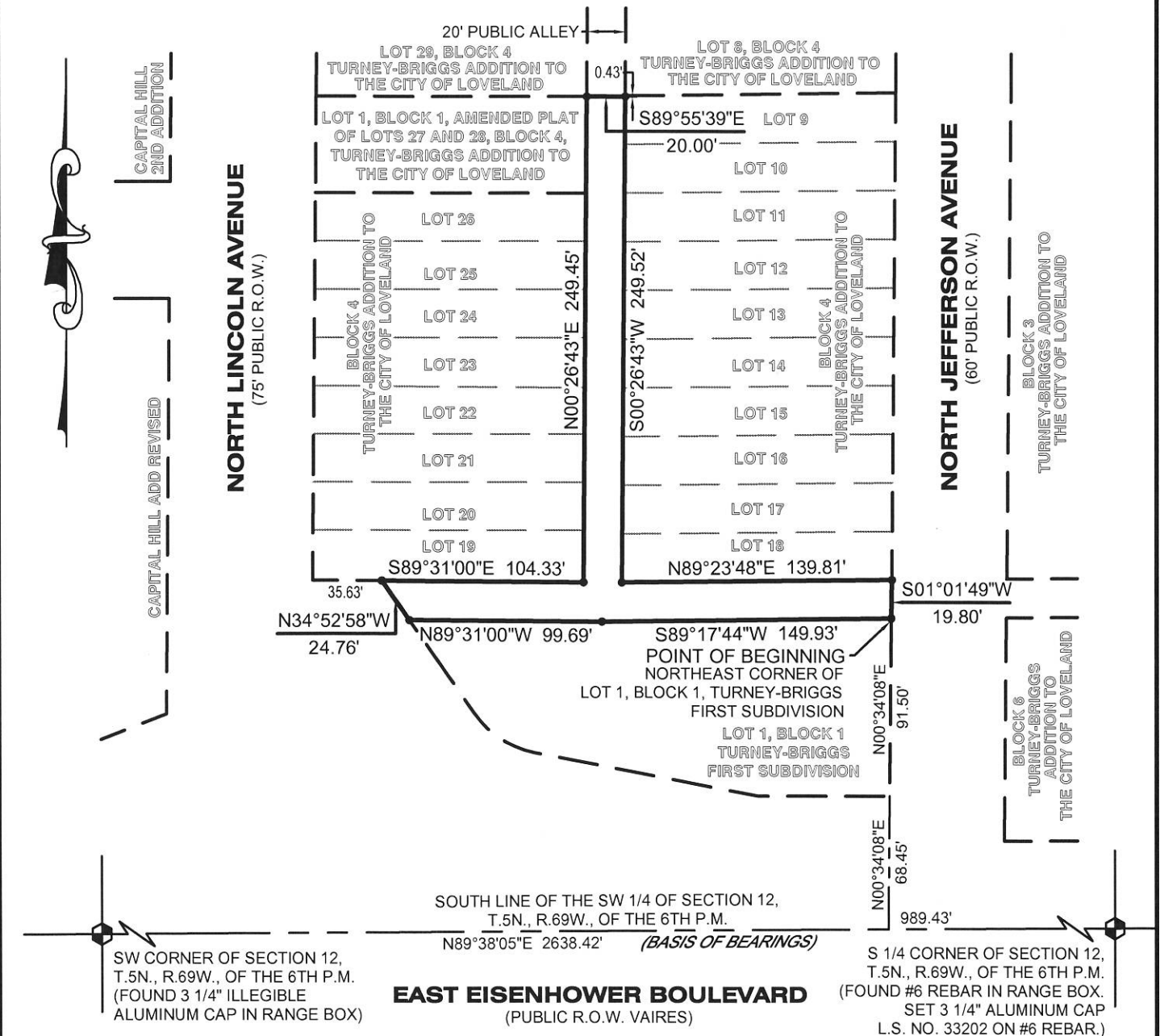
Date Prepared: January 15, 2015

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, TURNERY- BRIGGS ADDITION
TO THE CITY OF LOVELAND AND LOT 1, BLOCK 1,
TURNERY-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

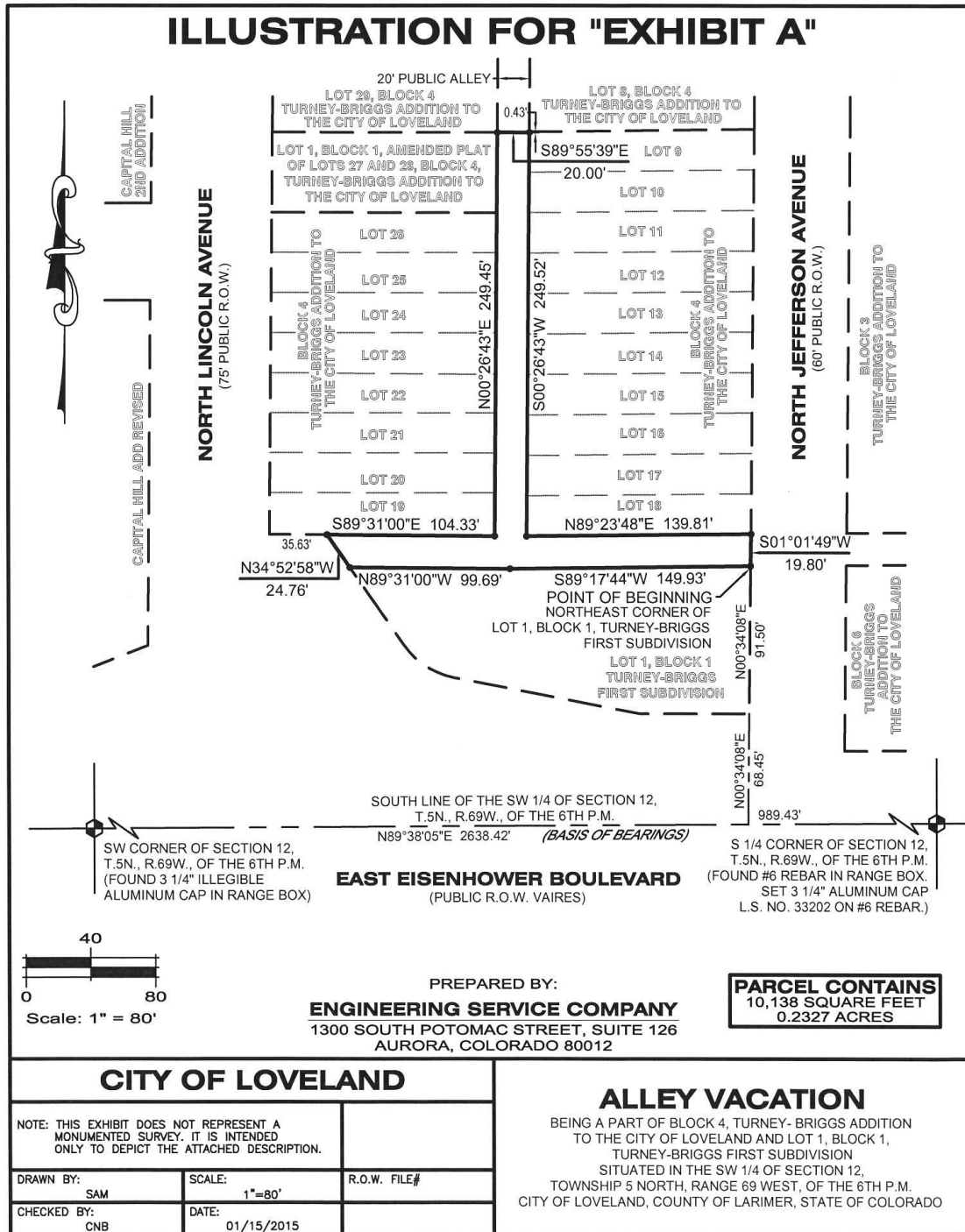


EXHIBIT B

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

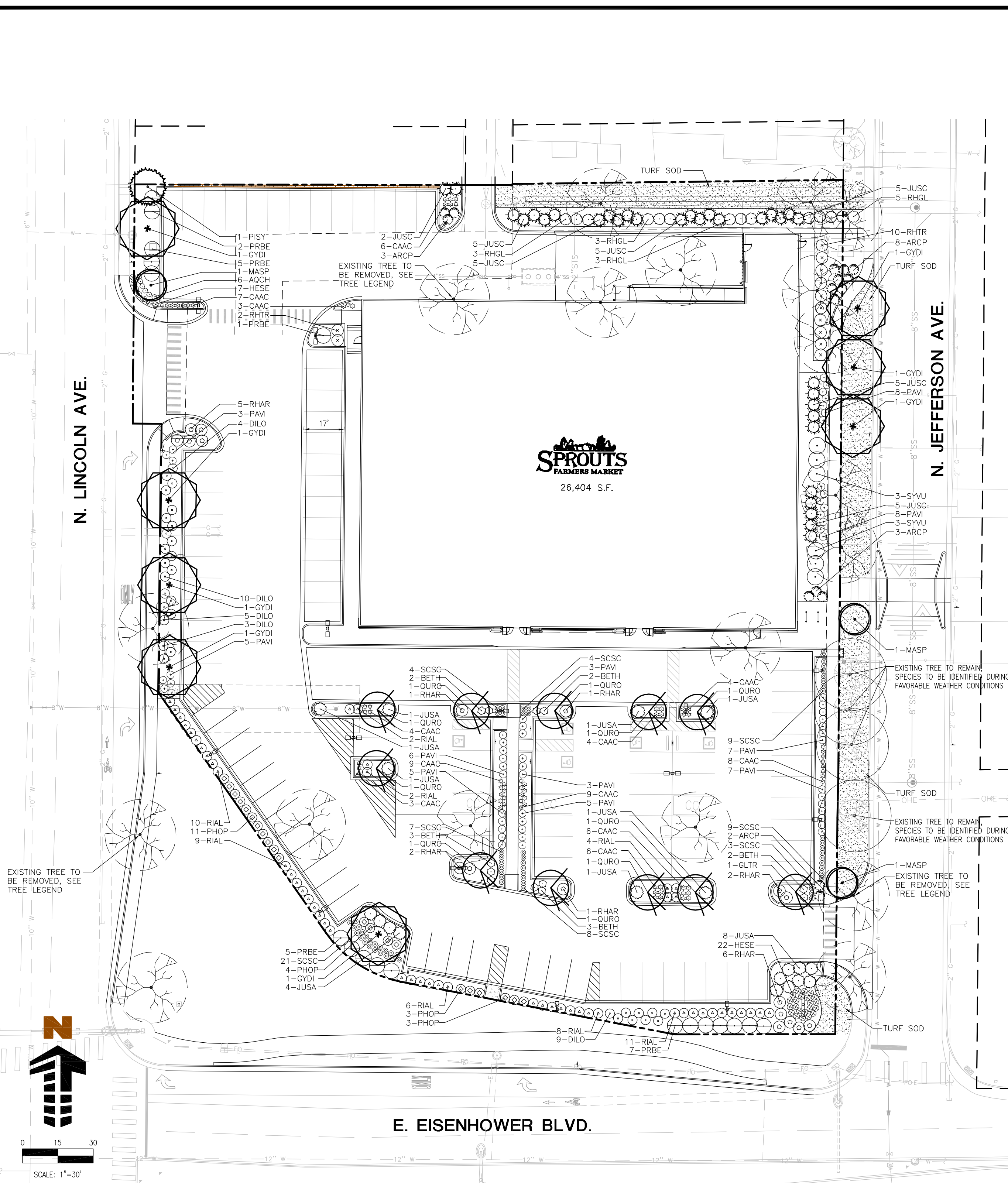
Lots 15 and 16, Block 4, Turney-Briggs Addition,
City of Loveland,
County of Larimer,
State of Colorado

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.



LANDSCAPE BUFFER TABLE:

LANDSCAPE BUFFER ALONG NORTHERN PERIMETER	LANDSCAPE BUFFER ALONG N. LINCOLN AVE.
BUFFER TYPE B - SFO	BUFFER TYPE C - SH
LENGTH OF BUFFER - 148'	LENGTH OF BUFFER - 274'
WIDTH OF BUFFER - 20' (AVERAGE)	WIDTH OF BUFFER - 15'
PLANT MULTIPLIER = 0.8	PLANT MULTIPLIER = 1.25
(148/100 = 1.48 X .8 = 1.18 PLANT MULTIPLIER)	(274/100 = 2.74 X 1.25 = 3.43 PLANT MULTIPLIER)
REQUIRED NUMBER OF PLANTS	REQUIRED NUMBER OF PLANTS
2 CANOPY TREES	10 CANOPY TREES
2 FLOWERING TREES OR LARGE SHRUBS	7 FLOWERING TREES OR LARGE SHRUBS
6 SHRUBS	51 SHRUBS
1 EVERGREENS/CONIFERS	10 EVERGREENS/CONIFERS

LANDSCAPE BUFFER ALONG N. JEFFERSON AVE.	LANDSCAPE BUFFER ALONG E. EISENHOWER BLVD.
BUFFER TYPE B - LS	BUFFER TYPE C - ART
LENGTH OF BUFFER - 361'	LENGTH OF BUFFER - 234'
WIDTH OF BUFFER - 13'	WIDTH OF BUFFER - 5.5'
PLANT MULTIPLIER 1.00	PLANT MULTIPLIER 1.25
(361/100 = 3.61 X 1.0 = 3.61 PLANT MULTIPLIER)	(234/100 = 2.34 X 1.25 = 2.93 PLANT MULTIPLIER)
REQUIRED NUMBER OF PLANTS	REQUIRED NUMBER OF PLANTS
7 CANOPY TREES	0 CANOPY TREES
7 FLOWERING TREES OR LARGE SHRUBS	0 FLOWERING TREES OR LARGE SHRUBS
18 SHRUBS	61 SHRUBS
4 EVERGREENS/CONIFERS	0 EVERGREENS/CONIFERS

SHRUB AND PERENNIAL PLANTING

SCALE: NTS

TREE PLANTING DETAIL

SCALE: NOT TO SCALE

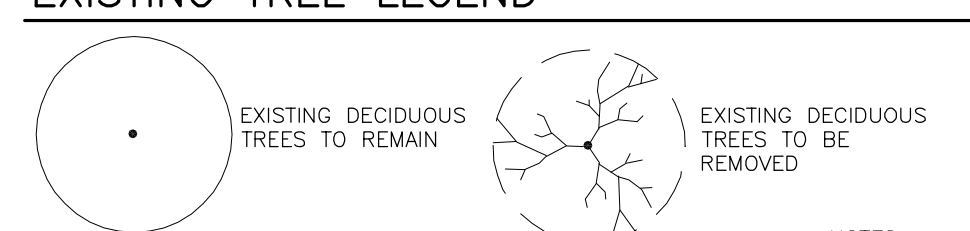
LANDSCAPE GUARANTEE AND MAINTENANCE

1. THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL TREES, SHRUBS, PERENNIALS, SOD, SEEDS AND ANY SYSTEM WHICH OPERATES IMPROPERLY. PERIOD OF ONE YEAR FROM THE DATE OF THE OWNER'S ACCEPTANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REPLACING OR REPAIRING ANY PLANTS WHICH DIE IN THAT TIME, OR REPAIR ANY PORTIONS OF THE IRRIGATION SYSTEM WHICH OPERATE IMPROPERLY.
2. DURING THE LANDSCAPE MAINTENANCE PERIOD, THE LANDSCAPE CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE AWAY FROM STRUCTURES IN ALL LANDSCAPE AREAS AT THE MINIMUM SLOPE SPECIFIED IN THE GEOTECHNICAL REPORT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ELIMINATING ANY PONDING, SETTLING AND CREATING THE POTENTIAL FOR PONDING. SHALL BE REPAIRED TO ELIMINATE PONDING POTENTIAL AND BLEND IN WITH THE SURROUNDING GRADES. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GEOTECHNICAL REPORT, THE GRADING PLANS, THESE NOTES, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT AND OWNER.
3. AFTER THE INITIAL MAINTENANCE PERIOD AND DURING THE GUARANTEE PERIOD, THE LANDSCAPE CONTRACTOR SHALL ONLY BE RESPONSIBLE FOR REPLACEMENT OF PLANTS WHEN PLANT DEATH CANNOT BE ATTRIBUTED TO DEFICIENCIES IN THE IRRIGATION SYSTEM OR DAMAGE BY HUMAN ACTIONS.
4. DURING THE LANDSCAPE MAINTENANCE PERIOD, THE LANDSCAPE CONTRACTOR SHALL MAINTAIN POSITIVE DRAINAGE AWAY FROM STRUCTURES IN ALL LANDSCAPE AREAS AT THE MINIMUM SLOPE SPECIFIED IN THE GEOTECHNICAL REPORT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ELIMINATING ANY PONDING, SETTLING AND CREATING THE POTENTIAL FOR PONDING. SHALL BE REPAIRED TO ELIMINATE PONDING POTENTIAL AND BLEND IN WITH THE SURROUNDING GRADES. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GEOTECHNICAL REPORT, THE GRADING PLANS, THESE NOTES, AND ACTUAL CONDITIONS, THE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT AND OWNER.

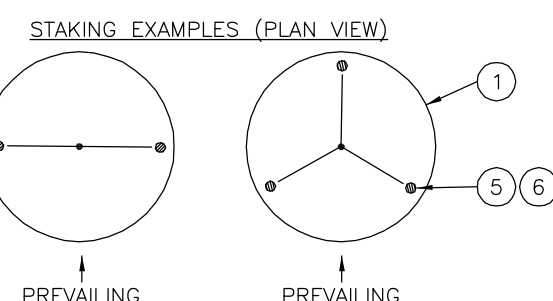
IRRIGATION CONCEPT

1. AN IRRIGATION PLAN SHALL BE SUBMITTED AFTER THE APPROVAL OF THE LANDSCAPE CONSTRUCTION DOCUMENTS.
2. AN AUTOMATIC IRRIGATION SYSTEM SHALL BE INSTALLED AND OPERATIONAL BY THE TIME OF FINAL INSPECTION. THE IRRIGATION SYSTEM SHALL BE INSTALLED BY A QUALIFIED IRRIGATION CONTRACTOR.
3. THE IRRIGATION SYSTEM WILL OPERATE ON POTABLE WATER, AND THE SYSTEM WILL HAVE APPROPRIATE BACKFLOW PREVENTION DEVICES TO PREVENT CONTAMINATION OF THE POTABLE SOURCE.
4. ALL NON-TURF PLANTED AREAS WILL BE DRIP IRRIGATED. SODDED AREAS WILL BE IRRIGATED WITH SPRAY OR ROTOR HEADS AT 100% HEAD-TO-HEAD COVERAGE.
5. ALL PLANTS SHARING SIMILAR HYDROZONE CHARACTERISTICS SHALL BE GROUPED TOGETHER AND IRRIGATED USING THE NECESSARY WATER REQUIREMENTS SPECIFIC TO THAT HYDROZONE.
6. THE IRRIGATION SYSTEM SHALL BE DESIGNED AND INSTALLED, TO THE MAXIMUM POSSIBLE, TO STORE OR DUMP FOREIGN MATTER WITHIN THE PROTECTED ZONE. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO STORE OR DUMP FOREIGN MATTER WITHIN THE PROTECTED ZONE. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO STORE OR DUMP FOREIGN MATTER WITHIN THE PROTECTED ZONE.
7. IRRIGATION BACKFLOW PREVENTER SHALL BE SCREENED BY LANDSCAPING. IRRIGATION BACKFLOW PREVENTER SHALL BE SCREENED BY LANDSCAPING IN A VANDAL PROOF LOCKABLE CABINET OR LOCATED WITHIN THE BUILDING UTILITY CLOSET.

EXISTING TREE LEGEND



1. TREE CANOPY.
2. NYLON TREE STRAPS AT ENDS OF WIRES SECURE TO STAKE OR DEADEN WITH NAIL.
3. 12 GAUGE GALVANIZED WIRE. SECURE TRUNK JUST ABOVE LOWEST MAJOR BRANCHES.
4. 24" X 3/4" P.V.C. MARKERS OVER PRESSURE-TREATED WOOD STAKE, 2" DIA. EXTEND STAKES 12" MIN. INTO UNDISTURBED SOIL.
5. PRESSURE-TREATED WOOD DEADEN, TWO PER TREE (MIN.). BURY OUTSIDE OF PLANTING PIT AND 18" MIN. INTO UNDISTURBED SOIL.
6. TRUNK FLARE.
7. WOOD MULCH TREE RING 3" DIA. MIN. TYPE AND DEPTH PER PLANS. DO NOT PLACE MULCH WITHIN 3" OF TRUNK.
8. FINISH GRADE.
9. ROOT BALL--SEE NOTE 3, THIS DETAIL BACKFILL, AMEND AND FERTILIZE ONLY AS RECOMMENDED IN SOIL FERTILITY ANALYSIS.
10. UNDISTURBED NATIVE SOIL.
11. 4" HIGH EARTHEN WATERING BASIN.



NOTE: CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL INFORMATION FOR FINAL ACCEPTANCE OF WORK FOR ANY LOCAL, STATE OR FEDERAL AGENCY, UTILITY DISTRICT OR ANY OTHER AGENCY OR DISTRICT HAVING APPROVAL AUTHORITY OVER WORK. THIS INFORMATION MAY INCLUDE, BUT IS NOT LIMITED TO, AS-BUILT PLANS, CERTIFICATIONS, INSPECTIONS AND REPORTS.

PLANTING NOTES

1. CALL UNCC AT (303) 232-1991 PRIOR TO ANY EXCAVATION.
2. ALL WORK SHALL CONFORM TO ALL APPLICABLE STATE AND LOCAL CODES, STANDARDS, AND SPECIFICATIONS.
3. LANDSCAPE DESIGN IS DIAGRAMMATIC IN NATURE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR HIS OWN TAKEOFFS AND QUANTITY CALCULATIONS. IN THE EVENT OF DISCREPANCY BETWEEN THE PLAN AND THE LANDSCAPE LEGEND, THE PLANT QUANTITY AS SHOWN ON THE PLAN SHALL TAKE PRECEDENCE AND BE THE BASIS FOR THE CONTRACTOR'S TAKEOFF. MINOR DISCREPANCIES, MINOR ADJUSTMENTS TO THE LANDSCAPE MATERIALS AND LOCATIONS MAY BE MADE FOR CITY CONSIDERATION AT THE CONSTRUCTION DOCUMENT STAGE TO RESPOND TO MARKET AND FIELD CONDITIONS. IF IT IS DETERMINED THERE SHALL BE NO REDUCTION IN THE NUMBER AND SIZE OF MATERIALS.
4. THE CONTRACTOR SHALL MAKE HIMSELF AWARE OF THE LOCATIONS OF EXISTING AND PROPOSED UTILITIES, AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE UTILITIES AND/OR ANY INJURY TO ANY PERSON.
5. ALL UTILITY EASEMENTS SHALL REMAIN UNOBTSTRUCTED AND FULLY ACCESSIBLE ALONG THEIR ENTIRE LENGTH FOR MAINTENANCE PURPOSES.
6. THE CONTRACTOR SHALL TAKE EXTREME CARE NOT TO DAMAGE ANY EXISTING PLANTS INDICATED AS "TO REMAIN". ANY SUCH PLANTS DAMAGED BY THE CONTRACTOR SHALL BE REPLACED WITH THE SAME SPECIES, SIZE, AND QUANTITY AT THE CONTRACTOR'S OWN EXPENSE AND AS ACCEPTABLE TO THE OWNER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PLANS (AS APPLICABLE).
7. LANDSCAPE CONTRACTOR SHALL EXAMINE THE SITE CONDITIONS UNDER WHICH THE WORK IS TO BE PERFORMED AND NOTIFY THE GENERAL CONTRACTOR IN WRITING OF UNSATISFACTORY CONDITIONS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY REQUIRE CHANGES TO THE PLAN, THEN AN APPROVAL WILL BE OBTAINED FROM THE CITY. THE CONTRACTOR SHALL NOT PROCEED UNTIL CONDITIONS HAVE BEEN CORRECTED.
8. ALL CONSTRUCTION DEBRIS AND MATERIAL SHALL BE REMOVED AND CLEANED OUT PRIOR TO INSTALLATION OF TOPSOIL, TREES, SHRUBS, AND TURF.
9. FOR ALL INFORMATION ON SURFACE MATERIAL OF WALKS, DRIVES, AND PARKING LOTS, SEE THE SITE PLAN, SEE THE PHOTOGRAPHIC PLAN FOR TREE STANDING LIGHTING INFORMATION.
10. ALL LANDSCAPE NOTES SHALL BE COORDINATED WITH ALL APPLICABLE SPECIFICATION SECTIONS. ANY DISCREPANCY SHALL BE BUILDING FOUNDATIONS. ALL EDGING SHALL OVERLAP AT JOINTS A MINIMUM OF 6-INCHES, AND SHALL BE FASTENED WITH A MINIMUM OF 4 PINS PER EACH 10' SECTION. THE TOP OF ALL EDGING MATERIAL SHALL BE A ROLLED TOP AND 1/2" INCH ABOVE THE FINISHED GRADE OF ADJACENT LAWN OR MULCH AREAS. COLOR: GREEN.
11. THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT ONE WEEK PRIOR TO BEGINNING CONSTRUCTION.
12. WINTER WATERING SHALL BE AT THE EXPENSE OF THE CONTRACTOR UNTIL SUCH TIME AS FINAL ACCEPTANCE IS RECEIVED.
13. ALL LANDSCAPE CONSTRUCTION PRACTICES, WORKMANSHIP, AND FINISH GRADES SHALL BE IN ACCORDANCE WITH THE COLORADO LANDSCAPE CONTRACTORS ASSOCIATION.
14. LANDSCAPE AND IRRIGATION WORK SHALL BE COMPLETED PRIOR TO THE ISSUANCE OF THE FINAL CERTIFICATE OF OCCUPANCY.
15. FINISH GRADING AND SOIL PREPARATION
16. AFTER FINISH GRADES HAVE BEEN ESTABLISHED, IT IS RECOMMENDED THAT THE CONTRACTOR HAVE SOIL SAMPLES TESTED BY AN ESTABLISHED SOIL TESTING LABORATORY. THE CONTRACTOR SHALL SUBMIT A SAMPLE SUBMITTED SHALL CONTAIN NO LESS THAN ONE QUART PLANT LIST. THE CONTRACTOR SHALL ALSO SUBMIT THE PROJECT'S SAMPLES. THE SOIL REPORT PRODUCED BY THE LABORATORY SHALL CONTAIN RECOMMENDATIONS FOR THE FOLLOWING (AS APPROPRIATE): GENERAL SOIL PREPARATION AND BACKFILL, FERTILIZATION, AND SOIL AMENDMENTS. THE CONTRACTOR SHALL FOLLOW THE RECOMMENDATIONS FOR THE FOLLOWING (AS APPROPRIATE): GENERAL SOIL PREPARATION AND BACKFILL, FERTILIZATION, AND SOIL AMENDMENTS. THE CONTRACTOR SHALL FOLLOW THE RECOMMENDATIONS FOR THE FOLLOWING (AS APPROPRIATE): GENERAL SOIL PREPARATION AND BACKFILL, FERTILIZATION, AND SOIL AMENDMENTS.
17. THE CONTRACTOR SHALL RECOMMEND INSTALLATION OF SOIL AMENDMENTS AND FERTILIZERS TO BE APPLIED TO THE SOILS FOR THE OWNER/OWNER'S REPRESENTATIVE CONSIDERATION.
18. AT A MINIMUM, ALL TOPSOIL SHALL BE REQUIRED TO BE AMENDED WITH NITROGEN STABILIZED ORGANIC AMENDMENT (COMPOST) AND A RATE OF 10 POUNDS PER 1000 SQUARE FEET. THE AMENDMENT SHALL BE APPLIED TO THE TOP 6" OF THE SOIL. THE AMENDMENT SHALL BE APPLIED TO THE TOP 6" OF THE SOIL. THE AMENDMENT SHALL BE APPLIED TO THE TOP 6" OF THE SOIL.

TREE PROTECTION NOTES:

1. USE CITY OF LOVELAND TREE PROTECTION NOTE (IF AVAILABLE). TREE PROTECTION NOTES BELOW SHALL BE USED FOR FURTHER INFORMATION.
2. "PROTECTED ZONE" FOR EXISTING TREES: BEFORE BEGINNING ANY DEMOLITION OR CONSTRUCTION OPERATIONS, THE CONTRACTOR SHALL INSTALL TEMPORARY FENCING AROUND ALL EXISTING TREES WITHIN THE PROTECTED ZONE THAT ARE TO BE SAVED. THE FENCING SHALL BE INSTALLED NO CLOSER TO THE TREE THAN THE EDGE OF THE TREE'S PROTECTED ZONE, GENERALLY DEFINED AS THE AREA BEGINNING FIVE FEET OUTSIDE OF THE TREE'S CANOPY AND EXTENDING TOWARDS THE TREE (OR AS FAR AWAY FROM THE TRUNK AS PRACTICABLE). THE FENCING SHALL BE OF ARCHITECTED. ALL CONTRACTORS AND THEIR CREWS SHALL NOT BE ALLOWED INSIDE THIS "PROTECTED ZONE" UNLESS THEY ARE ALLOWED TO STORE OR DUMP FOREIGN MATTER WITHIN THIS AREA. NO WORK OF ANY KIND, INCLUDING TRENCING, SHALL BE ALLOWED WITHIN THE PROTECTED ZONE EXCEPT AS DESCRIBED BELOW. THE FENCING SHALL REMAIN AROUND EACH TREE TO BE SAVED UNTIL THE COMPLETION OF CONSTRUCTION OPERATIONS.
3. TEMPORARY MULCH: TO ALLEViate SOIL COMPACTION IN THE PROTECTED ZONE, THE CONTRACTOR SHALL INSTALL AND ONLY WHERE FENCING CANNOT BE SET FIVE FEET OUTSIDE OF THE DRIPLINE, THE CONTRACTOR SHALL INSTALL A LAYER OF MULCH, 9"-12" THICK, OVER ALL EXPOSED EARTH FROM THE TREE TRUNK TO 5' OUTSIDE OF THE DRIPLINE. THIS LAYER SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION. WHEN PLANTING OPERATIONS ARE COMPLETED, THE MULCH SHALL BE REDISTRIBUTED THROUGHOUT ALL PLANTING AREAS IN A 3" THICK "PERMANENT" MULCH LAYER.
4. NECESSARY WORK: WHEN IT BECOMES NECESSARY TO ENTER THE "PROTECTED ZONE" SUCH AS FOR FINE GRADING, IRRIGATION INSTALLATION AND PLANTING OPERATIONS, THE CONTRACTOR SHALL STRICTLY ADHERE TO THE FOLLOWING RULES:
 - A. EVERY EFFORT SHALL BE MADE TO PRESERVE THE EXISTING GRADE AROUND PROTECTED TREES IN AS WIDE AN AREA AS POSSIBLE.
 - B. TRENCING WITHIN THE PROTECTED ZONE OF EXISTING TREES SHALL BE LIMITED TO REMOVAL OF EXISTING TREES. CARE NOT TO SEVER ROOTS 1-1/2" IN DIAMETER AND LARGER, WHERE ROOTS ARE EXPOSED, THE CONTRACTOR SHALL TUNNEL SAVED ROOTS. EXPOSED ROOTS THAT HAVE BEEN TUNNELED UNDER IN A TRENCH SHALL BE COVERED WITH MULCH AND KEPT MOIST WHILE THE TRENCH IS OPEN.
 - C. WHERE ROOTS 1-1/2" IN DIAMETER OR LARGER MUST BE CUT DUE TO NECESSARY GRADE CHANGES, THOSE ROOTS SHALL BE EXPOSED BY HAND DIGGING AND CUT CLEANLY. RAGGED CUTS SHALL BE DO NOT MAKE PROPER CUTS. DO NOT MALEAVE THE TREE OPEN TO PESTS AND PATHOGENS.
 - D. WHERE TRENCING NEAR TREES HAS ALREADY OCCURRED FROM PREVIOUS CONSTRUCTION OPERATIONS, THE CONTRACTOR SHALL TUNNEL AND REPAIR THE EXISTING TRENCING OPERATIONS TO THE PREVIOUSLY-CREATED CONDITIONS, WHILE ADHERING TO THE CONDITIONS SET FORTH IN 3B.
5. PRUNING: PRUNE ONLY THE TREES THAT ARE INDICATED ON THE PLANS AS REQUIRING PRUNING. PRUNE TREES ACCORDING TO INTERNATIONAL SOCIETY OF ARBORICULTURE / ANSI A300 STANDARDS.
 - A. REMOVE ALL DEAD WOOD.
 - B. PRUNE LIVE WOOD FOR HEALTH OR STRUCTURAL REASONS ONLY, INCLUDING THE NEED TO ELIMINATE DISEASED OR DAMAGED GROWTH, ELIMINATE STRUCTURAL DEFECTS, UNDESIRABLE GROWTH PATTERNS, OR TO MAINTAIN GROWTH WITHIN LIMITED SPACE. DO NOT REMOVE MORE THAN 25% OF ANY TREE'S LIVE FOLIAGE IN ANY ONE GROWING SEASON. PRUNE ONLY AT CERTIFIED ARBORIST.
 - C. FINAL CUTS SHALL BE MADE JUST OUTSIDE THE SHOULDER RING AREA. EXTREMELY FLUSHED CUTS WHICH PRODUCE LARGE WOUNDS SHALL NOT BE MADE.
 - D. ALL TRIMMING CUTS SHALL BE PERFORMED IN SUCH A MANNER AS TO PROMOTE THE NATURAL GROWTH AND SHAPE OF EACH TREE SPECIES.
 - E. IMPROPER PRUNING METHODS INCLUDING, BUT NOT LIMITED TO, "TOPPING", "TIPPING", "HEADING BACK", "DEHORNING", AND "LONTLING" WILL NOT BE ALLOWED. THE CONTRACTOR SHALL PAY FOR ALL WORK NECESSARY TO CORRECT SUCH PRUNING WHEN PERFORMED BY HIS CREWS OR SUBCONTRACTORS.
 - F. SHOULD THE CONTRACTOR REQUIRE MORE INFORMATION, THE CONTRACTOR SHALL REQUEST A WRITTEN EXTRACT (217) 441-1111 FOR A COPY OF THE ANSI A300 PRUNING STANDARDS. CONTRACTOR SHALL ADHERE TO ALL WORK METHODS AND PRACTICES SET FORTH IN THIS DOCUMENT.
6. LANDSCAPE AND IRRIGATION (NATIVE TREES ONLY): ANY FUTURE LANDSCAPE AND IRRIGATION SHOULD ADHERE TO THE FOLLOWING GUIDELINES:
 - A. NO IRRIGATION OR PLANTING SHOULD OCCUR CLOSER THAN 8'-10' FROM THE TRUNK.
 - B. WHERE IRRIGATION DOES OCCUR WITHIN THE PROTECTED ZONE, DRIP IRRIGATION SHOULD BE USED, WHERE POSSIBLE. ADDITIONALLY, ONLY PLANTS WITH LOW WATER REQUIREMENTS SHOULD BE PLANTED WITHIN THE PROTECTED ZONE, SPACED FAR APART WHERE CLOSE TO THE TREE. PLANTS MAY BE SPACED CLOSER TOGETHER NEAR THE EDGE OF THE PROTECTED ZONE.

CAUTION - NOTICE TO CONTRACTOR

1. ALL UTILITY LOCATIONS SHOWN ARE BASED ON MAPS PROVIDED BY THE APPROPRIATE UTILITY COMPANY AND FIELD SURVEY EVIDENCE AT THE TIME OF SURVEY AND IS TO BE CONSIDERED AN APPROXIMATE LOCATION ONLY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE FIELD LOCATION OF ALL UTILITIES, PUBLIC OR PRIVATE, WHETHER SHOWN ON THE PLANS OR NOT, PRIOR TO CONSTRUCTION. REPORT ANY DISCREPANCIES TO THE ENGINEER PRIOR TO CONSTRUCTION.
2. WHERE A PROPOSED UTILITY CROSSES AN EXISTING UTILITY, IT IS THE CONTRACTOR'S RESPONSIBILITY TO FIELD VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF SUCH EXISTING UTILITY, EITHER THROUGH POT-HOLING OR ALTERNATIVE METHOD. REPORT INFORMATION TO THE ENGINEER PRIOR TO CONSTRUCTION.

REGISTRATION INFORMATION:

JOSEPH L. WILSON IV
LICENSED LANDSCAPE ARCHITECT
STATE OF COLORADO: LA-304

SPROUTS
LOT 1, BLOCK 1
TURNER-BRIGGS SECOND SUBDIVISION

EISENHOWER BLVD. & LINCOLN AVE.
LOVELAND, COLORADO

Project No: EDI011
Sheet Scale: 1"=30'
Designed By: JLV
Drawn By: DTT
Date: JAN., 2015
Disk File: EDI011_C2.1-Site

UTIMATE
LANDSCAPE
PLAN

9A

Galloway
Planning, Architecture, Engineering
6182 S. Willow Drive, Suite 200
Greenwood Village, CO 80111
303.770.8884
www.gallowayus.com

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

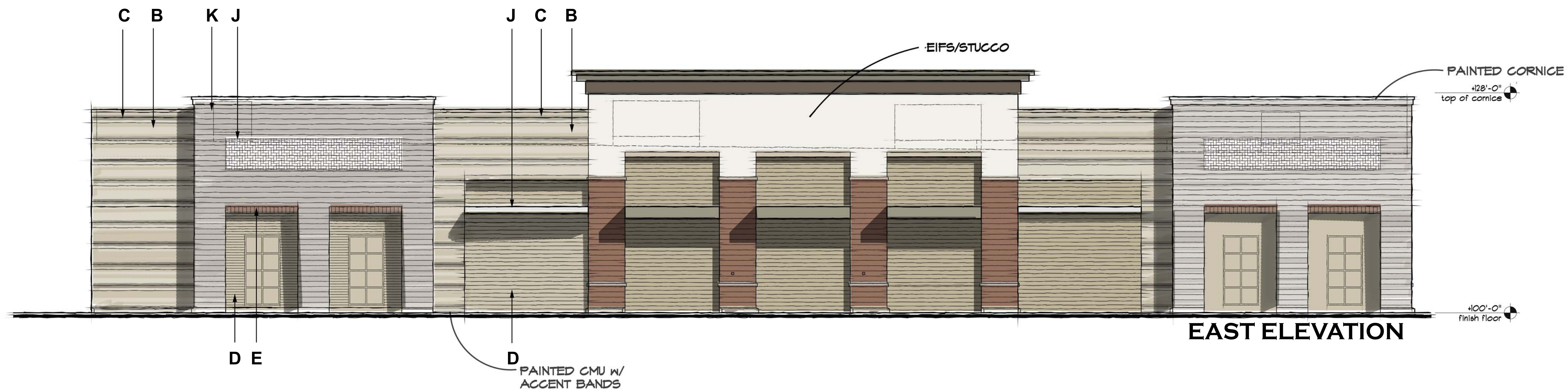
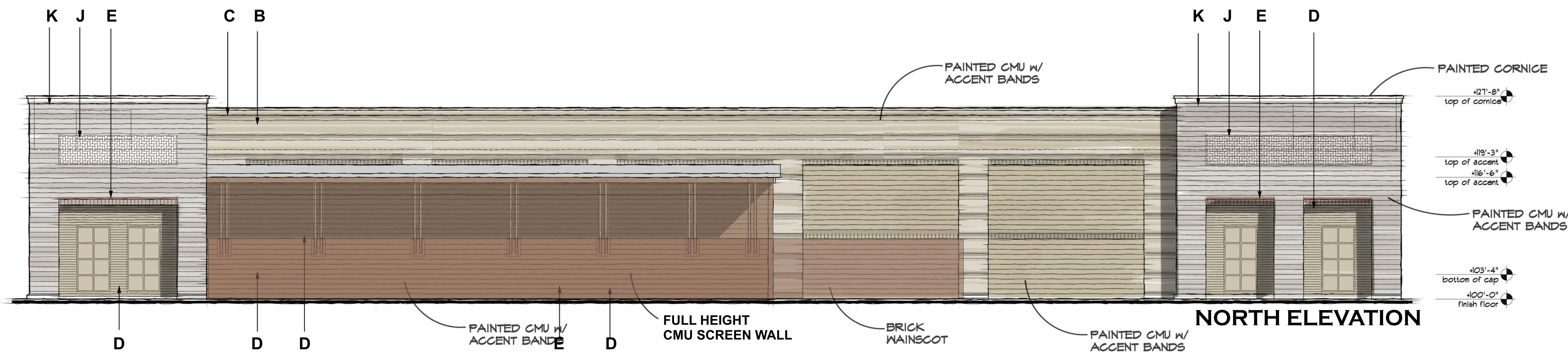
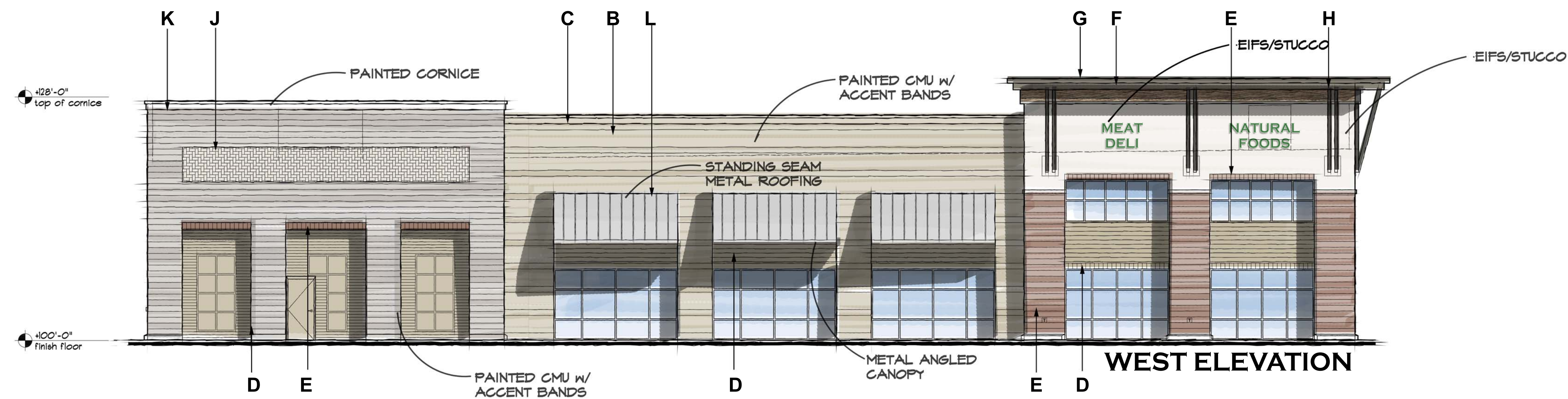
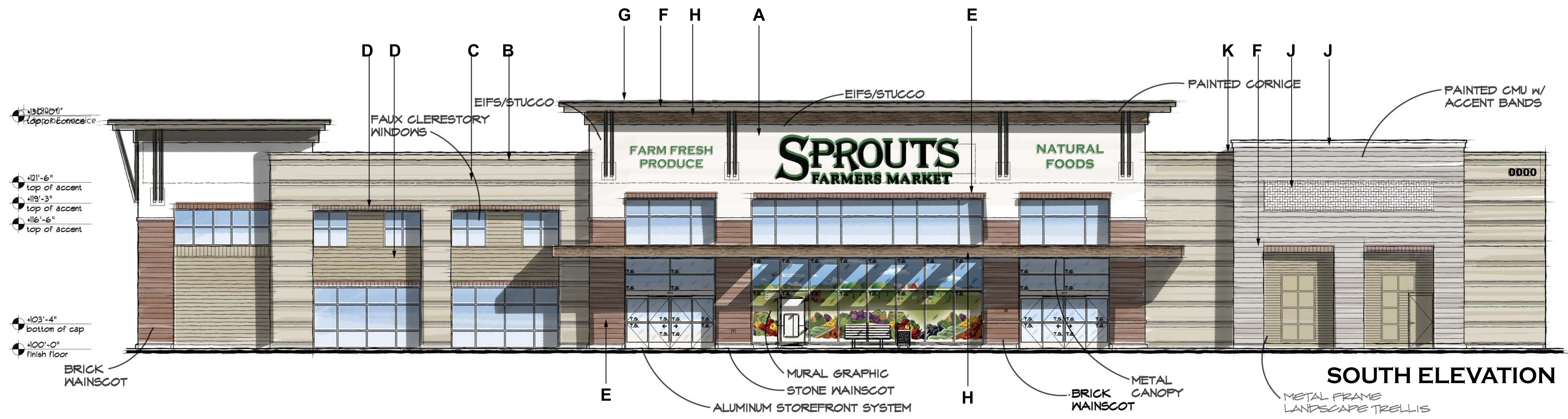
G. PAINT COLOR
#1582
BENJAMIN MOORE

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



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

- **Commissioner Middleton** noted that 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). He asked for clarity from **Mr. Bliss**; 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.

- **Commissioner Molloy** asked: Will there be improvements to the alley, such as paving?

Mr. Bliss stated that there would not be improvements to the alley, the traffic study shows that traffic will not utilize the alley.

- **Commissioner Meyers** asked: Why is the alley access 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. **Mr. Bliss** stated that, based on the design, fire trucks will be able to make a turn into the future Sprouts site.

- **Commissioner Meyers** asked: 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.

- **Commissioner Forrest** asked: 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 and for use by adjacent property owners.

- **Commissioner Forrest** asked: Has staff looked at making the alley run east and west and emergency gating the alley entrance?

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.

- **Commissioner Molloy** asked: Are there any intentions to regulate the directional movement of the alley?

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

- **Commissioner Ray** asked: 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; therefore, he indicated that he did not expect much use of the alley associated with the Sprouts project.

- **Commissioner Ray** asked: 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. Public Works has installed several different devices for such purposes.

- **Commissioner Jersvig** asked: 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.

- **Commissioner Meyers** asked: 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.

- **Commissioner Middleton** asked: 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.

- **Commissioner Middleton** asked: Is the process taking longer than normal?

Mr. Bliss explained that it is a complex site with a lot of design nuances. The project is moving forward.

Chair Crescibene opened the public hearing at 7:35 p.m.

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. **Mr. Wood** emphasized several times that traffic from the proposed Sprouts store will harm the neighborhood unless steps are taken to address impacts and redirect it from Jefferson.

Chair Crescibene closed the public hearing at 7:45 p.m.

Commissioner Questions and Comments

- **Commissioner Dowding** 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. **Commissioner Ray** felt that if police don’t want to enforce it, it would be negligible, so that should not be an issue.

- **Commissioner Molloy** wanted to know if improving the alley would remove the opportunity to utilizing Jefferson.

Mr. Kellar stated that the alley is not wide enough to be a thoroughfare.

- **Commissioner Meyers** asked about putting up caution signs for the family with deaf children on Jefferson.

Mr. Kellar stated they have looked into it and talked to the resident to put up signs regardless of whether the project is approved.

- **Commissioners Dowding, Molloy, McFall, Ray, Forrest, Jersvig, Meyers, and Crescibene** indicated that they understand the resident’s frustration and wish there was more that could be done, but the action before the Commission is only for the vacation of the alley.

- **Commissioners Ray and Meyers** would like city staff to also 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 Meyers and Middleton** indicated they are glad that approval of the vacation will be conditionally based and trust that the ordinance will be appropriately recorded. **Commissioner Middleton** suggested that **Mr. Lauterbach** also be prepared with more third party traffic reports.

***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 that the amendment is mainly a clarification concerning code enforcement officers. There will be no substantial change to current practices as a result of the amendment. Summons and Complaints can be written by code enforcement officers without involving the police department. The standard process for issuing a Summons and Complaint is probable cause and acquiring an inspection warrant to enter the property.

Mr. Junglas further explained that 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 for purposes of enforcement actions.

Commissioner Meyers stated that Peace Officers are defined within the Colorado Revised Statutes (C.R.S.). Specifically in 16-2.5-001 through 16-2.5-101 and Peace Officer Standards of Training (POST), the board and classifications in 16-2.5-200 through 16-2.5-202.

Mr. Junglas advised that as part of our Home-Rule charter we have the ability under this specific role not to have to comply but can define ourselves. He also shared that Article 20 of the Colorado Constitution makes the defining of a Peace Officer a matter of local concern. Officers are authorized under oath to write a Summons and Complaint for violations that don't concern the Police Department. Good examples of complaints include the presence of weeds, rubbish problems, and abandoned vehicles. In such circumstances, officers would need probable cause to acquire an inspection warrant under Section 1.08.010.

Mr. Junglas indicated that training of the officers will be a Human Resources issue: they will be duly deputized by the Chief of the Police or City Manager who would certainly be confident in the level of training received prior to issuing the oath.

Commissioner Questions

- **Chair Crescibene** asked: what is the process when a complaint is made?

Mr. Junglas indicated, that when code enforcement is called, a site visit is done, fact gathering with other neighbors is initiated, and communication with the violator takes place prior to a summons and complaint ticket being written.

- **Chair Crescibene** asked: How many letters are sent to a citizen?

Mr. Junglas indicated that 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.

- **Chair Crescibene** asked: who writes the summons now?

Mr. Junglas indicated that the code enforcement officer writes the summons, but they will officially be Peace Officers to be consistent with Rule 204. It doesn't change the process, it just clarifies it.

Commissioner Meyers clarified that the training of the Peace Officer would include the training in the municipal code and how to interact with the public. He reiterated that it was his understanding that there would be no change to the current process.

- **Commissioner Ray** asked how many Summons and Complaints are given and are there any other peace officer duties that would come about, such as civil law and is there any other liabilities that the city or officer could face?

Mr. Junglas stated that out of the 6,000 cases he has seen, there have only been three code compliance cases and there would be no additional training necessary additionally, they would not be involved in civil matters. The city would not be liable, these would be municipal court violations.

- **Commissioner Meyers** asked about the enforcement for the Parks and Recreation Department; for example, parking issues at the Viestenz-Smith Mountain Park?

Mr. Junglas explained that this would be an issue to address with Parks and Recreation and the City Manager, only city Parks and Recreation employees may issue a summons and complaint or penalty assessment in such circumstances. There would be no weapons 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.

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. She also stated that she would appreciate the inclusion of the school district's input on this recommendation along with research completed by staff on what other municipalities are doing in this regard.

Chair Crescibene asked for clarification that the action tonight only affects the City Building Department and not the school district.

Commissioner Forrest explained that the state wants to ensure that the review is from a life safety aspect and funding is through the BEST Grant Program.

Commissioner Meyers explained that the Resolution proposes a process allowed by the State Statutes.

Mr. Paulsen indicated that the Resolution doesn't change the requirement that the school district must present its site plans to the Planning Commission; rather, it recommends to City Council that the Building Division provide building permit review and inspection services to the district schools.

Commissioner Meyers emphasized that this matter should be moved forward to the City Council as the Council has authority to take action on the resolution.

Commissioner McFall reiterated that he feels staff will research and submit to the City Council all findings relating to the resolution.

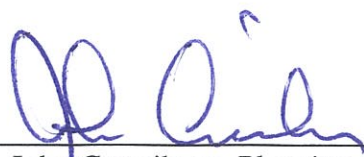
Commissioner Dowding called for the question.

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:

A handwritten signature in blue ink, appearing to read "John Crescibene", written over a horizontal line.

John Crescibene, Planning Commission Chair

A handwritten signature in blue ink, appearing to read "Beverly Walker", written over a horizontal line.

Beverly Walker, Planning Commission Secretary

**CITY OF LOVELAND**
FINANCE DEPARTMENT

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AGENDA ITEM: 9
MEETING DATE: 5/19/2015
TO: City Council
FROM: Brent Worthington, Finance Director
PRESENTER: Brent Worthington, Finance Director

TITLE:

An Ordinance Amending 3.16.020 (A) of the Loveland Municipal Code to Reduce Sales Tax on Food for Home Consumption

RECOMMENDED CITY COUNCIL ACTION:

Review staff budget reduction recommendations, responses from City Boards and Commissions, comments made at the Public Hearing, and take appropriate action.

OPTIONS:

1. Adopt a motion approving an Ordinance on First Reading Reducing the Sales Tax on Food for Home Consumption.
 2. Deny the action. The sales tax on food for home consumption would remain in place at 3% of gross sales receipts.
 3. Adopt a modified action. A modified action would require a new ordinance to be proposed at first reading at the next regular meeting of City Council.
 4. Refer back to staff for further development and consideration.
-

SUMMARY:

At the April 7, 2015 City Council meeting, City Council voted not to approve an Ordinance on Second Reading that would have reduced sales tax on food for home consumption over a three year period, with the tax being reduced to 2% effective November 1, 2015, to 1% effective November 1, 2016, and such sales tax on the sale of food for home consumption is eliminated effective November 1, 2017. The total effect of the elimination of sales tax on food for home consumption is an approximate \$6 million per year at full reduction.

At that meeting, City Council moved to bring this ordinance back on first reading and directed Staff to research and prepare an analysis demonstrating the impacts of such sales tax reduction on General Fund programs and services. Staff has completed the process, and the Ordinance is back, for First Reading.

BUDGET IMPACT:

- ☐ Positive
☒ Negative
☐ Neutral or negligible
-

Sales tax on food for home consumption comprises approximately \$6 million of General Fund revenue in 2016. Reducing or eliminating this sales tax would reduce the General Fund revenue by approximately \$335,000 in 2015; and roughly \$2 million additional per year in each of the following years, reaching about \$6 million total annual reduction in 2018.

BACKGROUND:

Loveland has historically charged sales tax on food for home consumption, at the full City sales tax rate. Based on current estimates of sales of food for home consumption, the sales tax on food for home consumption equals approximately \$6 million, or 8% of General Fund revenue.

Eliminating or reducing the sales tax on food for home consumption would reduce General Fund revenue by up to 8% by 2017 under the stepped reduction proposed by this ordinance, with the tax being reduced to 2% effective November 1, 2015, to 1% effective November 1, 2016, and such sales tax on the sale of food for home consumption is eliminated effective November 1, 2017. Expense reductions to match lower revenues would need to be focused in those departments or activities which use General Fund money for support.

Staff analysis of the impacts on General Fund programs and services are detailed in the attachments to this Cover Sheet. In brief, the results of food sales tax elimination are: proposed elimination of 35 distinct City programs, and proposed reductions in level of service in many more. Of the proposed 31.27 City positions eliminated, some are currently vacant and some will be eliminated over the three-year phase-out period as normal attrition occurs.

REVIEWED BY CITY MANAGER:

LIST OF ATTACHMENTS:

1. Ordinance
2. City Manager's Message
3. Staff Report with Appendix
4. PowerPoint Slide Show
5. Comments from City Boards and Commissions

FIRST READING May 19, 2015

SECOND READING _____

ORDINANCE NO. _____

**AN ORDINANCE AMENDING 3.16.020 (A) OF THE LOVELAND
MUNICIPAL CODE TO REDUCE SALES TAX ON FOOD FOR HOME
CONSUMPTION**

WHEREAS, on August 7, 1984 the Loveland City Council adopted Ordinance No. 3094 that established a tax policy regarding sales and use tax and repealed and re-enacted Chapter 3.16 of the Loveland Municipal Code that, among other sales and use tax changes, set a tax rate of three percent (3%) on food for home consumption as defined in state statute, subject to approval by the City's registered electors on November 6, 1984; and

WHEREAS, City Council desires to reduce the sales tax on food for home consumption.

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

Section 1. That sub-section 3.16.020 A. of the Loveland Municipal Code be amended as follows:

3.16.020 General provisions.

- A. There is imposed on the sale of tangible personal property at retail or the furnishing of services as provided in § 29-2-105(1)(d), Colorado Revised Statutes, a sales tax equal to three percent of the gross receipts (the "sales tax"). The tangible personal property and services taxable under this chapter shall be the same as the tangible personal property and services taxable pursuant to § 39-26-104, Colorado Revised Statutes, and subject to the same exemptions as those specified in § 39-26-114, Colorado Revised Statutes; provided that the exemption for the sales of food pursuant to § 39-26-707, Colorado Revised Statutes, exemption for sales of electricity, coal, wood, gas, fuel oil or coke sold to occupants of residences pursuant to § 39-26-114(1)(a)(XXI), Colorado Revised Statutes, and the exemption for sales of machinery or machine tools pursuant to § 39-26-114(11), Colorado Revised Statutes, shall not apply to the sales tax, and the sale of such items is expressly made taxable under this chapter. The imposition of the sales tax on individual sales shall be in accordance with schedules set forth in the rules and regulations promulgated by the city manager. Notwithstanding anything in this sub-section A to the contrary, the sales tax on the sale of food for home consumption as defined in § 39-26-102(4.5)(a), Colorado Revised Statutes, except candy and soda as defined in § 39-26-707(1.5), Colorado Revised Statutes, is hereby reduced to 2% effective November 1, 2015,

and to 1% effective November 1, 2016, and such sales tax on the sale of food for home consumption is hereby eliminated effective November 1, 2017.

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:



City Attorney

City Manager's Message on Budget Reductions

We are presenting to you the management recommendations for budget reductions in response to a proposed reduction in food sales tax over a three-year period.

Over recent weeks, two kinds of predictions have frequently been made about the possible results of this revenue reduction. By some, it's been said there be no negative effects because the City doesn't need the money for programs, or that we'll quickly grow our way out of the problem. Others have made dire predictions of drastic cuts in services.

Both of these statements are wrong.

The truth lies in the middle. What is being presented to you is a responsible set of actions that that will provide the best possible services to the public for the long term. As I have stated to our employees, the sky will not fall. But the budget cuts will genuinely decrease the level of services received by our residents and customers. Your management team has taken care to develop proposals that have the least impact on the public, but there will be noticeable differences in what the City does.

When you read through the reductions, there will be some that will strike you as benign and harmless. There are others that you will object to. There is something in this list for everyone to dislike. That is the nature of budget-cutting.

We have gone through budget-cutting cycles three times in the past five years in Loveland. The first lasted from late 2008 through 2010, and cut several million dollars. The next was the 2011 sustainability strategy to eliminate a \$3.5 million structural deficit. Now we are doing it again, to cut about \$6 million a year on a permanent basis.

A word about that \$6 million goal: we have repeatedly re-examined our numbers to make sure that \$6 million is the real goal. After looking at calculating it several different ways, the lowest number we can professionally support is \$5.82 million. That's what we have achieved in the recommended cuts. The idea that we can quickly grow revenues in excess of expense growth is not supported by the reality. If we are taking about \$6 million out of cash received annually by the City on a permanent basis, we have to make it up by that amount of cuts.

If there is a three-year phase-in period, then we don't have to do this all immediately. We can take expenses down by around \$2 million each year over three years. We will also carefully monitor as we go, to make sure that we are having the intended effect, and that we are on the right track.

I want to express thanks to all of the staff who have put this together. Making \$6 million in cuts might ordinarily take the better part of a year. This work has been done in the space of a month. It's been hard work and reflects the staff's dedication. It is the same dedication that you saw from our team during the 2013 Flood and in the recovery process since.

Our people are our strength and it is of utmost importance to keep and build upon that strength.

**CITY OF LOVELAND****FINANCE DEPARTMENT**

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To: City Council
From: Brent Worthington, Finance Director
Date: May 19, 2015
Re: City of Loveland Food Tax

At the April 7, 2015 City Council meeting, the City Council directed staff to prepare a complete analysis of the impacts of the proposed elimination of the City's sales tax on food for home consumption and present the results of the analysis at the May 19, 2015 Council meeting.

This report presents management recommendations. It includes detail at three levels: overview of dollar impacts and program reductions; detail of dollar impacts and program reductions; and an appendix showing itemized detail (line by line in the City's budget format).

SUMMARY

Previous staff analysis has shown a reduction target of approximately \$6 million total, to be phased over three years at a rate of about \$2 million a year. In 2016, there would be \$2 million in cuts; in 2017, a total of \$4 million; and in 2018, the final total of \$6 million in reduction would be achieved. The budget reductions would be permanent; they would continue each year after that. Further staff analysis has resulted in a conclusion that the amount needed may be as low as \$5.82 million. That target is used for this report.

The recommendations are very detailed, incorporating over 250 separate items of reductions, and are designed to provide the required reductions while preserving the highest-quality services for the community. It is a careful approach, guided by the frequently-heard axiom to distinguish "needs" from "wants". Some of the cuts are as painless as reducing spending on postage; others eliminate entire programs.

Thirty-five programs are proposed for outright elimination. An additional fifty-two City programs and activities are reduced in level of service or effort. Approximately thirty-one City positions are to be eliminated (not all are actually filled; some are vacant or will be achieved through attrition during the three-year phase-out period).

PROCESS

This recommendation is based on an internal staff process taking place over a four week period. Participants included a Budget Task Force (comprised of the City Manager, the Assistant City Manager, the Human Resources Director, the Finance Director, and the Budget Manager); all Department

Directors; and appropriate Departmental staff. Further, information was provided to all City Boards and Commissions, with a request to examine the potential impacts of program and service reductions in their various areas of interest.

The Budget Task Force began by reviewing and confirming the target reductions number to be achieved. This included re-examination of sales tax growth over the three-year period, which could offset some of the loss of that tax revenue. Staff determined that the most reasonable target estimate to achieve is \$5.82 million. This reduction target will be closely monitored, and will be adjusted as necessary.

Departments receiving a substantial portion of funding from the General Fund were then asked to examine their budgets and identify budget reductions. These submittals were then combined with other cross-departmental reductions. All proposed reductions were reviewed by the Budget Task Force for practicality, and were further reviewed by the City's Management Team.

Boards and Commissions were contacted for review and comment.

APPROACH TO BUDGET REDUCTIONS

At the April 14, 2015 Study Session, staff set forth the approach used to guide the Budget process. It began with a recognition that these reductions affect only the General Fund. City enterprises (water, power, wastewater, stormwater, solid waste, and golf) are not affected. Staff also committed to solving this through cost reduction, not through raising new fees or taxes. This is because we can't predict well enough what new fees and taxes would bring in, and we need certainty.

Three principles were articulated, and guided the proposed budget reductions:

1. The City will budget for providing the best level of services possible on a continuing basis. *This means that staff will make choices that minimize the impacts on service, staff will not propose anything that won't work in the long term.*
2. City budgeting practices will continue to be fiscally conservative. *Staff will continue to estimate revenues low and expenses high, in order to avoid financial surprises.*
3. The City will remain an employer of choice, in order to attract and retain high-quality employees. *The economy is very good right now, and other local governments are not cutting budgets. If we cut pay and benefits for employees, we'll lose good people to other employers. So we're not going to solve the budget issue by making cuts in employee compensation. We want to be a place where people choose to work.*

OVERVIEW: RECOMMENDATIONS FOR BUDGET REDUCTIONS

The dollar amounts of budget reductions are identified in Table 1, in total and spread over the three years of the phase-in period. The reductions affect all departments and activities in the General Fund, with the exception of the Airport.

The Budget Task Force recommended further budget reductions, beyond the departmental recommendations:

- \$650,000 reductions in the annual General Fund contributions to the Capital Program
- \$100,000 reduction of the annual transfer to the Economic Incentive Fund starting in 2017 (which reverts back to the pre-2015 transfer amount); step down of the Special Projects Funding Source (Council Reserve);
- \$252,000 reductions in transfers to the Fleet Fund
- line item austerity cuts (\$100,000)
- core reductions (\$200,000)
- additional attrition (phased in to total \$670,000).

These undesignated budget reductions will be identified and incorporated during the development process for the 2016, 2017, 2018, and 2019 Budgets. These budget reductions total to the \$5.82 million target.

Table 1: Overview of Reductions by Departments and Activities

Department Impacts								
General Fund								
	2015 Total Budget	Gen Fund Subsidy	Total Actual	% of Total Budget	2016	2017	2018	2019
Expenses by Department								
Departments								
Legislative	153,590	153,590	10,000	6.5%	10,000	10,000	10,000	10,000
Executive/Legal	2,067,420	1,083,860	77,848	3.8%	77,848	77,848	77,848	77,848
Clerk & Court Admin	1,079,650	880,620	8,163	0.8%	8,163	8,163	8,163	8,163
Sales tax rebate			160,000	1.5%	50,000	86,700	123,300	160,000
Cultural Services	2,025,270	1,270,770	170,253	8.4%	170,253	170,253	170,253	170,253
Development Services	4,064,170	1,768,700	167,627	4.1%	96,000	96,000	167,627	167,627
Economic Development	1,191,400	1,167,000	88,550	7.4%	88,550	88,550	88,550	88,550
Finance	4,888,570	1,336,550	111,000	2.3%	41,000	41,000	111,000	111,000
Fire & Rescue	9,568,750	9,568,750	245,309	2.6%	245,309	245,309	245,309	245,309
Human Resources	1,269,810	315,830	53,254	4.2%		53,254	53,254	53,254
Info. Technology	4,053,040	949,430	59,494	1.5%		59,494	59,494	59,494
Library	3,201,750	3,061,970	130,624	4.1%	130,624	130,624	130,624	130,624
* Parks & Recreation	10,562,430	6,999,110	263,530	2.5%	263,530	263,530	263,530	263,530
Police	19,591,890	18,413,920	461,000	2.4%	220,000	310,000	461,000	461,000
* Public Works	5,228,480	1,687,020	477,430	9.1%	220,000	330,000	477,430	477,430
Total: Departments	68,946,220	48,657,120	2,484,082	3.6%	1,621,277	1,970,725	2,447,382	2,484,082
Airport	177,500	177,500						
Recreation CEF	669,160	669,160						
Fire CEF	289,790	289,790						
Capital	1,777,580	1,777,580	650,000		650,000	650,000	650,000	650,000
Transit	1,152,380	1,152,380	49,000				49,000	49,000
Transportation	5,672,900	5,672,900						
Economic Incentive Fund	450,000	450,000	100,000			100,000	100,000	100,000
Water and Power	750,000	750,000						
Public Works	65,000	65,000						
Special Projects (Council Reserve)	1,317,267	1,317,267	1,317,267			658,634	1,317,267	1,317,267
Line item austerity			100,000		100,000	100,000	100,000	100,000
Core reductions			200,000			200,000	200,000	200,000
Fleet			252,000			252,000	252,000	252,000
Non-Depart & Amin Overhead	2,279,433							
Additional attrition			670,000			320,000	670,000	670,000
TOTALS	83,547,230	60,978,697	5,822,349	7.0%	2,371,277	4,251,359	5,785,649	5,822,349
* These two departments also receive substantial funding from Special Revenue Funds (not including Enterprises). If included, these additional revenues would create significantly different results in percentage reductions; about 1% in Parks and Rec, and about 2% in PW								

These budget reductions affect programs and activities throughout almost all General Fund areas. Table 2 gives an overview of significant program impacts (please refer to the Appendix for the complete list). Minor administrative changes, including reductions to postage, printing, or office supplies, are also not included in Table 2, but they are included in the Appendix.

The programmatic impacts shown in Table 2 were in part identified through Priority-Based Budgeting (PBB), as well as other more traditional methods. The PBB inventory of programs assisted in identifying areas which were not mandated as a City activity, nor returned significant revenue. In all, thirty PBB programs are eliminated altogether, while 43 PBB programs are reduced.

Table 2: Overview of Program Reductions

Significant Program Eliminations

City Mgr	Eliminate internship position. End sponsorship of community organization events, such as Chamber of Commerce, United Way, and Community Foundation.
City Clerk	Eliminate Food and Utility Sales Tax Rebate Program in four annual steps.
Cult Svcs	Eliminate SAY program. Eliminate history-related publications. Eliminate art and education programs at the Rialto Theater Center. Eliminate staff time for Rialto school tours, educational programs. Eliminate Holiday Tree Lighting. Eliminate Lone Tree School Ice Cream Social. Eliminate Halloween Festival.
Dev Svcs	Eliminate Homeless Connect event. Eliminate City participation in Loveland Honors Awards event. Eliminate new Planning Technician position, increasing development review time. Eliminate seasonal weed control/code enforcement position. Eliminate Historic Preservation outreach program.
Ec Devt	Eliminate one-half FTE administrative position. Eliminate funding for Northern Colorado Economic Development Corp. Eliminate annual Business Appreciation Breakfast.
Finance	Reduce services to City Departments; eliminate one full-time employee.

Fire	Eliminate position dedicated to Fire accreditation activities. Eliminate public education and child safety programs.
HR	Eliminate "Snow Squad" volunteer services for elderly and disabled citizens.
Library	Eliminate movie-based programming. Eliminate funding for YAC trip to NLC Conference in Washington, D.C.
Parks	Eliminate Parks memorial bench and plaque installations. Eliminate free swimming at Lake Loveland. Eliminate two vacant part-time positions, forestry and irrigation (1.5 FTE). Cut three part-time seasonal jobs from nine months to six (0.75 FTE's). Eliminate fall turf fertilization in parks. Reduce mowing, trimming from every five days to every seven-to-eight days. Reduce spring sodding, topdressing and shrub replacement.
Police	Eliminate Citizens' Police Academy. Eliminate Police Explorer Post. Eliminate Police Mounted Patrol. Eliminate Police safety, business/security programs. Eliminate Specialized Police Officer position, reassign to patrol. Eliminate vacant Community Service Officer position. Eliminate two Specialized Police Officer positions, reassign to patrol.
Pub Wks	Suspend alley projects, eliminate two seasonal positions.

Significant Program Reductions

Cult Svcs	Reduce Museum Main Gallery operating hours; eliminate contract employee. Reduce distribution of the "AHA!" publication to members only. Reduce Rialto Theater advertising by half. Suspend digitization of collection for online access. Reduce box office ticketing services. Reduce marketing materials for Rialto Theater programming.
City Clerk	Eliminate newspaper display advertising. Suspend purchase of agenda management software.
Dev Svcs	Reduce existing planner hours, increasing review time. Reduce Office Support from full to half-time, reducing customer service.

Ec Devt	<p>Reduce funding for Loveland Center for Business Development.</p> <p>Reduce funding for Larimer SBDC.</p> <p>Reduce funding to Rocky Mountain Innosphere.</p>
Fire	<p>Reduce funds for annual employee recognition event.</p> <p>Reduce replacement of radio components.</p> <p>Reduce replacement of Self Contained Breathing Apparatus.</p> <p>Reduce replacement of wildland firefighting equipment.</p> <p>Reduce replacement of Bunker Gear/Uniforms -multipurpose gear in lieu.</p>
HR	<p>Reduce expenses for annual Citywide employee picnic, recognition event.</p> <p>Reduce "City Bucks" employee recognition awards.</p> <p>Reduce citizen volunteer recognition awards, gifts.</p> <p>Reduce professional development training expenses.</p> <p>Reduce safety and CPR training supply expenses.</p>
IT	<p>Eliminate project management training certification program.</p> <p>Reduce computer replacement costs, extend life cycle to five years.</p> <p>Reduce public safety laptop replacement.</p>
Library	<p>Reduce online databases, eBooks and digital audiobooks.</p> <p>Reduce staff time for reshelving items in collection.</p> <p>Reduce staff time for customer service and outreach.</p> <p>Reduce after-school activities for children and teens.</p> <p>Reduce purchases of new books and media.</p>
Parks	<p>Eliminate two vacant part-time positions.</p> <p>Reduce overall park maintenance and repairs.</p> <p>Eliminate winter-season portable toilet placement in parks.</p> <p>Reduce trash pick-up, restroom cleaning, shelter preparation.</p> <p>Reduce Public Grounds Maintenance.</p> <p>Reduce irrigation, mowing, horticulture and forestry programs.</p> <p>Cut three part-time seasonal positions from nine months to six (.75 FTE).</p> <p>Reduce mowing, trimming to once every seven to eight days.</p> <p>Reduce sodding, top dressing and shrub replacement.</p> <p>Eliminate 625 paid hours for coaches, rely on volunteers.</p> <p>Cap adult athletic enrollment at current level.</p> <p>Eliminate free T-shirts for adult league winners.</p> <p>Reduce aid to self-directed youth athletic groups.</p> <p>Reduce by half the scholarship program match.</p> <p>Eliminate free exercise towels at Chilson Center.</p>
Police	<p>Reduce or eliminate staffing for four events (July 4th, etc.).</p> <p>Reduce radio replacement purchases.</p>

Pub Wks	<p>Reduce five-day janitorial schedule to four, seven-day to six.</p> <p>Defer or eliminate carpet replacement, repainting, refinishing.</p> <p>Suspend plans for panic buttons, secured doors, security cameras.</p> <p>Reduce paving and sidewalk projects.</p> <p>Cut street striping schedule from annually to every other year.</p> <p>Combine Traffic Engineering and Traffic Operations staff.</p> <p>Suspend plan to cut transit shelter snow-clearing response times.</p> <p>Defer Transit Master Plan update.</p> <p>Delay replacement of 11 General Fund fleet vehicles.</p> <p>Shorten tire and parts replacement schedules to minimum federal requirement.</p>
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DETAILED IMPACTS TO PROGRAMS AND SERVICES BY DEPARTMENT

This section of the Staff Report details the impacts to departments by dollars and impacts. Dollars listed are approximate; more precise dollar amounts are found in Table 1. Complete line item details may be found in the Appendix.

Legislative: \$10,000 budget reduction (6.5%) for the City Council: Reduction in food and travel

Executive/Legal: \$78,000 budget reduction (3.8%) in the City Manager, City Attorney, and Municipal Court budget: Eliminate Intern position; end sponsorships for certain events; reduce budget for office furniture, telephone expense, and salaries and benefits; suspend newspaper advertising

City Clerk and Court Administration: \$168,000 budget reduction (15.6 %): Eliminate Food Sales Tax and Utility Rebate Program; reduce postage, printing, and office supplies

Cultural Services: \$170,000 budget reduction (8.4%): Eliminate Holiday Tree Lighting, Halloween Family Festival, Lone Tree School Ice Cream Social and SAY luncheon programs; general mailing of AHA! Calendar; educational information about exhibits; history related publications; digitization of collection for online access; contracted technical support; contracted exhibit support for Museum exhibits; school tours and education programs. Reduce: box office hours; marketing; newsletter mailings; training and conferences; vendor solicitation; office supplies; tools and equipment; food; printing; and postage.

Development Services: \$168,000 budget reduction (4.1 %): Eliminate Homeless Connect Event; City participation in Loveland Honors Award; and [vacant] Planning Technician position. Reduce: seasonal weed control; Planning support and customer service; food; supplies; postage; subscriptions; weed control; printing; Historic Preservation; and computer equipment.

Economic Development: \$89,000 budget reduction (7.4 %): Eliminate: funding of Northern Colorado Economic Development Corp.; annual Business Appreciation breakfast. Reduce: funding for Loveland Center for Business Development, Larimer SBDC, and Rocky Mountain Innosphere.

Finance: \$111,000 budget reduction (2.3%): Reduce services to internal clients; food; professional services; computer supplies; bank charges; and travel expenses.

LFRA: \$245,000 reduction for LFRA (2.6%): Eliminate: professional subscriptions; statistical reporting, data analysis, and clerical support for accreditation; public education and child safety programs; inspections. Reduce: employee recognition event; postage; printing; phone lines; replacement of radio components, self-contained breathing apparatus, wildland tools, and bunker gear; tuition assistance; Peer Support counseling; training; and Community Safety Division

Human Resources: \$53,000 reduction (4.2%) Eliminate: tuition reimbursement; Snow Squad. Reduce: City-wide employee picnic; Awards and Recognition programs; Volunteer Recognition programs; Employee Training; supplies, office furniture, postage, and printing

Information Technology: \$59,000 reduction (1.5%): Eliminate: certification programs. Reduce: telephone support; maintenance and repair; public safety laptops ("Toughbooks"). Extend the Computer Replacement schedule from four years to five years

Library: \$131,000 reduction (4.1 %): Eliminate: movie-based programming; Youth Advisory Commission trip. Reduce: training; digital/online resources; customer service and outreach; after-school activities; purchase of new books and media

Parks and Recreation: \$264,000 reduction (2.5%): Eliminate: Memorial bench and plaque installation program; free swimming at Lake Loveland; payment to coaches for Youth Athletic programs; awards for Adult Athletic programs; food at Commission meetings and annual Department luncheon; free use of sweat towels at Chilson Center; fall fertilization in the parks; portable toilet placement at parks in winter months. Reduce: irrigation, mowing cycles, spring sodding, top dressing, and shrub replacement; horticulture, trash pickup and cleaning rotations; tree replacement; general park maintenance and repairs; Adult Athletic programs; Youth Athletic programs; printing, supplies, and other services.

Police: \$461,000 reduction (2.4%). Eliminate: Citizen's Police Academy; Explorer Post; Mounted Patrol Unit; safety and business security programs; Crime Prevention Officer. Reduce: staffing at City-sponsored events; Community Service officer program; replacement of radios and other technology; and Street Crimes program.

Public Works: \$477,000 reduction (9.1%). Reduce: customer response times; city facility janitorial services; facility security programs; paving projects; alley projects; street striping; tire and parts replacement schedule. Delay: City Facility Capital Renewal projects; vehicle replacements

EXPLANATION OF KEY REDUCTIONS

Food Sales Tax and Utility Rebate Program: Without a food sales tax, this program is phased out. The utility rebate amount has been calculated as a product of the food sales tax calculation, so it is phased out as well.

Special Projects Fund (formerly Council Reserve): The "Council Reserve Fund" has been used to fund special project requests. In times of previous budget cuts, this has been reduced from its original 10% of General Fund revenues to 5%, and then later to 2.5%. Some Councilors voiced objections to further reduction at the April 7 Study Session, but it is still recommended, although in a different form. No reduction is taken in 2016; then in 2017 and 2018 it is phased out.

chvehicles. By extending the replacement cycles, the capital expenditures required for replacements is deferred; this results in an annual cost saving equal to the total replacement cost divided by the number of years in the replacement cycle. The saving in capital cost may be offset by an increase in maintenance costs associated with increasing the service life of the equipment.

Staff reductions: Eliminating positions creates a profound impact on employees. Obviously, when an employee is laid off, the life and family disruption is significant, even catastrophic. At the same time, the remaining staff may be faced with increased workload. In order to mitigate this impact, as much as possible the budget reduction plan relies on Strategic Attrition. With a phased-in approach to the reduction in sales tax, management hopes to align position eliminations with natural employee resignations and retirements.

Table 3: Staff Reductions

The budget reductions will eliminate 31.27 staff positions:

City Manager	.50 FTE	Part-time intern
Cultural Services	.69	Consolidate duties
Development Services	2.38	Current Planning, Code Enforcement
Economic Development	.50	Administrative technician
Finance	1.00	Accounting
Fire	1.50	1 admin position, 1 in CSD, .5 addback
Library	1.50	Admin, circulation, children-teen
Parks and Recreation	5.70	Parks maintenance
Police	4.00	3 special assignment officers (transfer to patrol); 1 Community Services Officer
Public Works	2.50	1 Administrative; 1 facilities position; .5 to be determined
Strategic Attrition (estimated)	11.00	Additional positions to be identified over next three years

COMPARING OVERHEAD TO LINE FUNCTIONS

In developing the reductions, attention was paid to reducing areas that would help across the board to all General Fund departments. "Overhead" departments, where costs is charged out to other departments, include City Attorney, City Manager, Finance, Human Resources, and Information Technology.

Staff have analyzed the growth of line and overhead departments over the past 5 years. Due to restrained growth in the overhead departments over that time frame, opportunities for reductions in them were limited. Employee growth in overhead departments since 2010 was 0.2%, while growth in line departments was 2.85%. When measured in dollars, overhead growth in that time period was 7.5%, and line department growth was 24.7%.

However, reductions have been made in the area of fleet (in the Public Works Department), which is also charged out to user departments, and where reduction benefits the General Fund departments.

STRATEGIC ATTRITION

The three-year period of phase-in gives flexibility to use staff reduction by attrition as a strategy. If the reductions all had to be made at one time, this would not be possible.

“Strategic attrition” means evaluating all employment vacancies as opportunities for reduction and reorganization. Not all staff departures can be used this way; most positions have to be backfilled out of necessity. However, it is feasible to think that 5% to 10% of all departures might be candidates for leaving vacant, and saving the personnel costs associated with the positions.

Human Resources performed analysis to determine whether there would be sufficient vacancies over a three year period to make this work. Over the past three years, all employee separations average 63 per year. If 10% of those openings provided opportunities for re-organization or elimination, then that would be about 19 possible positions over the three-year phase-in period.

Table 4: Attrition Rates, City of Loveland

	<u>Avg. # of</u>	<u>Total</u>
	<u>Employees</u>	<u>Separations</u>
2012	642	58
2013	726	45
<u>2014</u>	<u>708</u>	<u>83</u>
Avg.	692	62

The average annual cost per employee (full burdened, including all benefits) for the City is \$61,267. Higher-paid employees’ departure will achieve greater savings per vacancy. Since the City’s workforce (like many others employers) is aging, it is likely that some of the vacancies will be due to retirements from higher-tenured (therefore higher-cost) positions. (Of the City’s 725 regular employees, over 115 are past the age of 60). To meet the strategic attrition goal, we project that 11 positions will need to be left open, which we believe feasible.

ANALYSIS

The budget reductions proposed by Staff, while similar to budget reductions driven by general economic downturns, have some significant differences. The guiding assumption was a phased elimination of the tax on food for home consumption; as a result, the departmental reductions as presented are spread out from 2016 through 2018. This allowed for a more strategic, focused approach.

There will be staffing reductions; however, these reductions are planned to take place in the context of “strategic attrition”. Some positions have been identified for elimination, but given the three year stepdown, we expect Management will have the ability to effect the elimination through attrition rather than layoff. This concept reduces the impact on the organization, as there will be time to plan the transition, and it reduces stress throughout the employee group, since there are no immediate layoffs.

As the attrition process evolves, Management will continue to look for reorganization opportunities within the departments in order to shift personnel as vacancies naturally occur.

Budget reductions were identified using various tools, including the Priority Based Budgeting model and program list, consultation with departmental staff to determine the current relevance and value of services, examination of the annual core budget for line items which can be trimmed, and general application of management and staff knowledge and judgement. The program reductions align with the PBB model, identifying programs with low mandate and cost recovery.

APPENDIX

Department cost reductions

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Department Name	Program Name/ or Line item	FTE (if applicable)	Personnel Cost	Other Costs	Total Cost	In PBB	Service reduction description (what are you going to stop doing)
Legislative	100-11-101-0000-42422				5,000		Reduce food purchases.
	100-11-101-0000-43270				5,000		Reduce training, conference, travel expenses.
Executive	100-13-105-0000-41012	0.5		18,512	18,512		Eliminate internship position.
Executive	100-13-105-0000-42012			1,000	1,000		Reduce office furniture/equipment purchases.
Executive	100-13-105-0000-43645			500	500		Reduce telephone expenses.
Executive	100-91-902-0000-43899			30,000	30,000		End sponsorship of community organization events.
Executive	100-13-115-0000-41011		25,836		25,836		Reduction in expense due to transition of Judge positions.
					-		
Public Information Division	100-13-106-0000-43737				2,000		Eliminate newspaper display advertising.
City Clerk and Court Administration	100-14-116-0005-43144			147,000	147,000	y	Reduce in four steps Food and Utility Sales Tax Rebate Program.
City Clerk and Court Administration	100-14-116--0005-43711			4,500	4,500	y	Reduce tax rebate postage.
City Clerk and Court Administration	100-14-116-0005-43896			8,000	8,000	y	Reduce tax rebate administration (through House of Neighborly Service).
City Clerk and Court Administration	100-14-116-0005-41012			500	500	y	Reduce tax rebate office supplies.
City Clerk and Court Administration	100-14-116-0000-43021			7,663	7,663		Suspend purchase of agenda management software.
City Clerk and Court Administration	100-14-115-0000-42011			500	500		Reduce court administration office supplies.
Cultural Services/Museum	100-52-720-0000-41011 Salaries-Benefited Emp	0.1	10,053		10,053	y	Reduce staff time for grant solicitation.
	100-52-720-0000-41011 Salaries-Benefited Emp	0.03	2,374		2,374	y	Reduce staff time for vendor solicitation.
	100-52-720-0000-41011 Salaries-Benefited Emp	0.03	2,374		2,374	y	Eliminate SAY program.
	100-52-720-0000-41011 Salaries-Benefited Emp						
Cultural Services/Museum	100-52-720-0000-43777 Social/Youth/Family	0.2	13,815	3,200	17,015	y	Eliminate Holiday Tree Lighting, Ice Cream Social, Halloween Festival.
Cultural Services/Museum	100-52-720-0000-43738 Marketing				18,000		Reduce marketing by half.
Cultural Services/Museum	100-52-720-0000-43737				10,000		Reduce advertising by half.
Cultural Services/Museum	100-52-720-0000-43021 Printing			5,000	5,000		Reduce distribution of the "AHA!" publication to members only.
Cultural Services/Museum	100-52-720-0000-43711 Postage			3,000	3,000		Reduce mailing costs of marketing materials.
Cultural Services/Museum	100-52-720-0000-41011 Salaries-Benefited Emp	0.1	9,857		9,857	y	Eliminate history-related publications.
Cultural Services/Museum	100-52-720-0000-41011 Salaries-Benefited Emp	0.06	4,748		4,748	y	Suspend digitization of collection for online access.
Cultural Services/Museum	100-52-720-0000-43270 Travel/Meetings/Schooling			4,300	4,300		Reduce job training, conference travel expenses.
Cultural Services/Museum	100-52-720-0000-43450 Professional Services			11,000	11,000		Eliminate contract employee, reduce Main Gallery operating hours.
Cultural Services/Rialto Bridge	100-52-730-8100-42011 Office Supplies			300	300		Eliminate office supply expense for Rialto Bridge.
Cultural Services/Rialto Bridge	100-52-730-8100-42033 Tools/Equip (non-Cap)			500	500		Eliminate tool and equipment expense for Rialto Bridge.
Cultural Services/Rialto Bridge	100-52-730-8100-42422 Food			300	300		Eliminate food at Rialto Bridge programs.
Cultural Services/Rialto Bridge	100-52-730-8100-42899 Other Supplies			500	500		Eliminate miscellaneous supplies for the Rialto Bridge.
Cultural Services/Rialto Bridge	100-52-730-8100-43021 Printing			600	600		Eliminate printing of Rialto Bridge promotional materials.
Cultural Services/Rialto Bridge	100-52-730-8100-43450 Professional Services			500	500		Eliminate contracted technical support at the Rialto Bridge.
Cultural Services/Rialto Bridge	100-52-730-8100-43569 Repair & Maintenance			200	200		Eliminate budget for repairs and maintenance at the Rialto Bridge.
Cultural Services/Rialto Bridge	100-52-730-8100-43711 Postage			200	200		Eliminate postage expense for Rialto Bridge.
Cultural Services/Rialto Bridge	100-52-730-8100-43270 Travel/Meetings/Schooling			1,000	1,000		Eliminate travel expense for Rialto Bridge.

Cultural Services/Rialto Bridge	100-52-730-8100-43737 Advertising	Item 9c.2 Copy of Appendix 5-19-15 2,500	2,500		Reduce marketing for Devereaux Room, Rialto Theater Center.
Cultural Services/Rialto	100-52-730-0000-43089 Artist Fees	21,391	21,391		Eliminate art and education programs at the Rialto Theater Center.
Cultural Service/Rialto	100-52-730-0000-41011 Salaries- Benefited Emp	0.02 2,607	2,607	y	Eliminate staff time for Rialto school tours, educational programs.
Cultural Services/Rialto	100-52-730-0000-41011 Salaries- Benefited Emp 100-52- 730-0000-42011 Office Supplies	0.15 7,229 1,482	8,711	y	Reduce box office ticketing services.
Cultural Services/Rialto	100-52-730-0000-43270 Travel/Meetings/Schooling	2,000	2,000		Reduce job training and conference expenses.
Cultural Services/Rialto	100-52-730-0000-43711 Postage	700	700		Reduce distribution of the "AHA!" publication to members only.
Cultural Services/Rialto	100-52-730-0000-43021 Printing	2,100	2,100		Reduce marketing materials for Rialto Theater programming.
Cultural Services/Rialto	100-52-730-0000-43737 Advertising	24,831	24,831		Reduce Rialto Theater advertising by half.
Cultural Services/Rialto	100-52-730-0000-43450 Professional Services	3,592	3,592		Reduce contracted technical support.
Community Partnership Office	100-19-195-43450 - Professional Services	4,000	4,000	y	Eliminate Homeless Connect event.
Community Partnership Office	100-19-195-42422 - Food	1,000	1,000	y	Reduce grant funding presentation meeting expenses.
Administration	100-19-190-0000-43895 - Awards and Recognition	800	800	y	Eliminate City participation in Loveland Honors Awards event.
Administration	100-19-190-42899 - Other Supplies		300		Reduce miscellaneous supply expense.
Administration	100-19-190-43711 - Postage		100		Reduce postage expense.
Administration	100-19-190-43833 - Subscriptions		100		Reduce subscriptions fees.
Building	100-19-192-41012-Non Benefited	0.50 33,470 -	33,470	y	Eliminate seasonal weed control/code enforcement position.
Building	100-19-192-43575 - Weed Control	7,000	7,000	y	Reduce weed control abatement expense.
Building	100-19-192-41021 - Overtime- Benifitted Employees		2,130		Reduce overtime for benefitted employees.
Building	100-19-192-42011 - Office Supplies		1,250		Reduce office supply expense.
Current Planning	100-19-191-41011 Salaries benefitted	1.00 46,350 13,900	60,250	y	Suspend new Planning Technician position, increasing development review time.
Current Planning	100-19-191-41011 - Salaries benefitted	0.38 16,880 6,000	22,880	y	Reduce existing planner hours, increasing review time.
Current Planning	100-19-191-41011 Salaries benefitted	0.50 18,000 6,157	24,157	y	Reduce Office Support from full to half-time, reducing customer service.
Current Planning	100-19-191-43021 - Printing		500		Reduce printing expense.
Community and Strategic Planning	100-19-193-43021 - Printing		800		Reduce printing expense.
Community and Strategic Planning	100-19-193-0000-43848 - Historic Preservation	7,000	7,000	y	Elinimate Historic Preservation outreach program.
Community and Strategic Planning	100-19-193-42015 - Computer Supply and Equipment		600		Reduce computer supply and equipment expense.
Community and Strategic Planning	100-19-193-42011 - Office Supplies		360		Reduce office supply expense.
Community and Strategic Planning	100-19-193-42422 - Food		300		Reduce food purchases.
Community and Strategic Planning	100-19-193-43711 - Postage		630		Reduce postage expenses.
Economic Development	Personnel	0.5 40,550	40,550		Eliminate one-half FTE.
Economic Development	100-18-180-1500-41011 Payment to Outside Agencies	- 20,000	20,000		Eliminate funding for Northern Colorado Economic Development Corp.
Economic Development	100-18-180-1503-43714 Payment to Outside Agencies	- 15,000	15,000	y	Reduce funding for Loveland Center for Business Development.
	100-18-180-1503-43714			y	

Economic Development	Payment to Outside Agencies 100-18-180-1503-43714	Item 9c.2 Copy of Appendix 5-19-15	2,500	2,500		Reduce funding for Larimer SBDC.	
Economic Development	Payment to Outside Agencies 100-18-180-1503-43714	-	2,500	2,500	y	Reduce funding to Rocky Mountain Innosphere.	
Economic Development	Food 100-18-180-1500-42422	-	8,000	8,000	y	Eliminate annual business appreciation breakfast.	
Finance/Admin	Car Allowance 41095		3,150	3,150		Eliminate car allowance.	
Finance/Admin	Office Furniture 42012		2,350	2,350		Eliminate office furniture expense.	
Finance/Admin	Food 42422		1,500	1,500		Reduce food purchases.	
Finance/Admin	Professional Services 43450		10,000	10,000		Reduce professional services.	
Finance/Accounting & Purchasing	Computer Supplies 42015		5,000	5,000		Reduce computer supply and equipment expense.	
Finance/Accounting & Purchasing	Travel 43270		4,000	4,000		Reduce travel expense.	
Finance/Accounting & Purchasing	Other Services 43899		2,500	2,500		Reduce miscellaneous services.	
Finance/Accounting & Purchasing	Accounting Clerk 41011	1 60,000		60,000	y	Reduce services to internal clients.	
Finance/Budget	Travel 43270		2,000	2,000		Reduce travel expense.	
Finance/Revenue	Bank Charges 43091		6,000	6,000		Reduce bank charges.	
Finance/Revenue	Travel 43270		12,000	12,000		Reduce travel expense.	
Finance/Revenue	Other Services 43899		2,500	2,500		Reduce miscellaneous services.	
Fire Rescue Authority	604-22-227-1601-41095		4,200	4,200		Eliminate car allowance.	
Fire Rescue Authority	<u>Awards and Recognition</u> : 604-22-227-1601-43895		2,000	2,000	y	Reduce funds for employee recognition event.	
Fire Rescue Authority	Postage throughout the department 43711		1,000	1,000	y	Reduce postage expenses.	
Fire Rescue Authority	Printing 43021		1,000	1,000	y	Reduce printing expenses.	
Fire Rescue Authority	Subscriptions 43833		1,000	1,000		Eliminate professional subscriptions.	
Fire Rescue Authority	<u>Telephone</u> : 604-22-226-1641-43645		5,000	5,000		Reduce number of outside phone lines in fire stations.	
Fire Rescue Authority	<u>Communications</u> : 604-22-226-1641-43718		12,000	12,000		Reduce replacement of radio components.	
Fire Rescue Authority	<u>Breathing Apparatus</u> : 604-22-226-1644-42097		10,000	10,000		Reduce replacement of Self Contained Breathing Apparatus.	
Fire Rescue Authority	<u>Wildland Tools</u> : 604-252-225-1604-42033		4,000	4,000		Reduce replacement of wildland firefighting equipment.	
Fire Rescue Authority	<u>Protective Gear</u> : 604-22-224-0000-42025		10,000	10,000		Reduce replacement of Bunker Gear/Uniforms -multipurpose gear in lieu.	
Fire Rescue Authority	<u>Tuition assistance</u> : 604-22-224-0000-43274		4,000	4,000		Reduce tuition assistance for outside schooling.	
Fire Rescue Authority	<u>Overtime</u> : 604-22-224-1639-41021 FRSUPS	10,000		10,000		Reduce overtime for Peer Support counseling.	
Fire Rescue Authority	<u>Overtime</u> : 604-22-224-0000-41021	20,000		20,000		Reduce overtime for training, outside schooling, and wildland assignments.	
Fire Rescue Authority	<u>Overtime</u> : 604-22-224-1651-41021	10,000		10,000		Reduce overtime for inspections and plan reviews.	
Fire Rescue Authority	Eliminate Full time employee (not filled) 604-22-	1.0 51,870		51,870		Eliminate position dedicated to accreditation activities.	
Fire Rescue Authority	227-1601-41011						
Fire Rescue Authority	604-22-227-1601-41021	1,556		1,556		Overtime	
Fire Rescue Authority	604-22-227-1601-41543	10,820		10,820		Insurance for employee	
Fire Rescue Authority	604-22-227-1601-41544	4,087		4,087		FICA	
Fire Rescue Authority	604-22-227-1601-41545	2,594		2,594		Retirement	
Fire Rescue Authority	604-22-227-1601-42015	2,400		2,400		Computer	
Fire Rescue Authority	604-22-227-1601-42011	900		900		Office supplies	
Fire Rescue Authority	604-22-227-1601-43270	2,500		2,500		Travel and training	
Fire Rescue Authority	604-22-227-1601-42011	3,000		3,000		Office furniture (cubical shift)	
Fire Rescue Authority	Eliminate full time employee in CSD 604-22-223-1651-41011	1.0 88,524		88,524	y	Eliminate public education and child safety programs.	
Fire Rescue Authority	604-22-223-1654-41011	(4,145)		(4,145)		Implementation realignment (wage adjustment)	
Fire Rescue Authority	604-22-223-1652-41011	(8,301)		(8,301)		Implementation realignment (Lieutenant vs Eng wage difference)	
Fire Rescue Authority	604-22-223-1651-41021	7,060		7,060		Overtime	

Fire Rescue Authority	604-22-223-1651-41543	10,820	10,820		Insurance for employee	p. 133
Fire Rescue Authority	604-22-223-1651-41544	1,280	1,280		FICA	
Fire Rescue Authority	604-22-223-1651-41545	9,708	9,708		Retirement	
	Add back - part time inspector	-0.5	(31,180)	(31,180)	Part-time position to handle increased building activity and inspections	
Fire Rescue Authority	604-22-223-1654-41012					
Fire Rescue Authority	604-22-223-1654-41544		(2,384)	(2,384)	FICA	
HR Department (HR Division)	Awards & Recognition (Annual 100-17-170-0000-43895	15,600.00	5,000.00	y	Reduce expenses for annual employee picnic, recognition event.	
HR Department (HR & Risk Division)	Awards & Recognition (City Bucks & 100-17-173-0000-43895 & 502-17- 177-0112-42097	32,860.00	16,800.00	y	Reduce "City Bucks" employee recognition awards.	
HR Department (HR Division)	Tuition Reimbursement 100-17-171-0000-43274	20,000.00	20,000.00	y	Eliminate tuition reimbursement program.	
HR Department (HR Division)	Snow Squad 100-17-173-0000-43440	1,454.00	1,454.00	y	Eliminate "Snow Squad" volunteer services for elderly and disabled citizens.	
HR Department (HR Division)	Volunteer Recognition 100-17-173-0000-43766	6,000.00	3,000.00	y	Reduce citizen volunteer recognition awards, gifts.	
HR Department (Risk Division)	Employee Schooling/Meetings 502-17-175-0000-43270		500.00		Reduce professional development training expenses.	
HR Department (Risk Division)	Safety Supplies 502-17-177-0000-42097		1,000.00		Reduce safety and CPR training supply expenses.	
HR Department (HR Division)	Office Furniture & Equipment (non- capita) 100-17-170-0000-42012		500.00		Reduce office equipment purchases.	
HR Department (HR Division)	Food 100-17-170-0000-42422		1,000.00		Reduce food purchases for employees attending training or wellness programs.	
HR Department (HR Division)	Misc. Services 100-17-170-0000-43899		500.00		Reduce miscellaneous services expenses.	
HR Department (HR Division)	Employee Schooling/Meetings 100-17-0000-43270		500.00		Reduce professional development training expenses.	
HR Department (HR Division)	Postage 100-17-170-0000-43711		2,000.00		Reduce employee information mailing costs.	
HR Department (HR Division)	Printing 100-17-170-0000-43021		1,000.00		Reduce employee information printing costs.	
Information Technology	Telephone 100-16-163-0000-43645	6,480	6,480		Eliminate use of personal phones emergency and on-call functions.	
Information Technology	Travel/Meetings/Schooling 100-16-163-0000-43270	8,000	8,000		Eliminate project management training certification program.	
Information Technology	Maintenance and Repair 100-16-163-0000-43569	10,130	10,130		Eliminate maintenance and repair contract (no longer needed).	
Information Technology	Maintenance and Repair 100-16-163-0000-43569	5,390	5,390		Reduce software maintenance expenses.	
Information Technology	Computer Replacement 100-16-161-0000-42015	29,494	29,494	y	Reduce computer replacement costs, extend life cycle to five years.	
Library	Movie license 100-53-750-0000- 43899	1,500	1,500	y	Eliminate movie-based programming.	
Library	Library training coordination 100-53- 750-0000-41011	0.25	19,050	-	19,050	y Reduce staff training and special project expenses.
Library	Databases - subscriptions 100-53- 752-0000-43833		5,000	5,000		Reduce online databases, eBooks and digital audiobooks.
Library	Youth Advisory Commission trip 100-53-756-0000-43270		14,000	14,000		Eliminate funding for YAC trip to NLC Conference in Washington, D.C.
Library	Library Page position 100-53-753- 0000-41012	0.375	10,000	-	10,000	y Reduce staff time for reshelving items in collection.
	Customer Services Division Reorganization 100-53-754-0000- 41011	0.375	19,671	-	19,671	y Reduce staff time for customer service and outreach.

		Reorganization/merger of Children's & Teens Divisions 100-53- 753-0000-41011 & 100-53-756-0000 41011	Item 9c.2 Copy of Appendix 5-19-15					
Library		Materials budget 100-53-752-0000- 42014	0.5	58,553	-	58,553	y	Reduce after-school activities for children and teens.
Library				2,850		2,850	y	Reduce purchases of new books and media.
<hr/>								
Parks and Recreation		Reduce Neighborhood Park Maintenance Levels	2.25	80,000	26,060	106,060	y	
	100-51-563-0000-41012	50000						Eliminate two vacant part-time positions, forestry and irrigation (1.5 FTE).
	100-51-563-0000-41544	3890						Cut three part-time seasonal jobs from nine months to six (0.75 FTE's).
	100-51-563-0000-42021	5000						Eliminate fall turf fertilization in parks.
	100-51-563-0000-42337	\$ 7,000						Reduce mowing, trimming from every five days to every seven-to-eight days.
	100-51-563-0000-42445	\$ 2,400						Reduce spring sodding, topdressing and shrub replacement.
	100-51-563-0000-42895	\$ 5,770						
	100-51-563-0000-43548	\$ 32,000						
		<u>\$ 106,060</u>						
Parks and Recreation		Reduction in Community Park and Facility Infrastructure, Maintenance and Repairs	1.2	28,000	5,340	33,340	y	
	100-51-569-0000-41012	\$ 31,000						Eliminate two vacant part-time positions.
	100-51-569-0000-41544	\$ 2,340						Reduce overall park maintenance and repairs.
		<u>\$ 33,340</u>						Eliminate winter-season portable toilet placement in parks.
Parks and Recreation		Reduce Public Grounds Maintenance Levels	0.75	20,000	6,310	26,310	y	
	100-51-564-0000-41012	\$ 16,060						Reduce Public Grounds Maintenance.
	100-51-564-0000-41544	\$ 1,230						Reduce irrigation, mowing, horticulture and forestry programs.
	100-51-564-0000-42337	\$ 4,650						Cut three part-time seasonal positions from nine months to six (.75 FTE).
	100-51-564-0000-42895	\$ 4,370						Reduce mowing, trimming to once every seven to eight days.
		<u>\$ 26,310</u>						Reduce sodding, top dressing and shrub replacement.
Parks and Recreation		Eliminate memorial bench and plaque installation program			5,000	5,000	y	
	100-51-569-0000-42895	5,000						Eliminate memorial bench and plaque installations.
Parks and Recreation		NL Swim Beach – Eliminate free swimming at Lake Loveland from Memorial Day to Labor Day	1	22,020	2,840	24,860	y	
	100-51-530-5501-41012	20,460						Eliminate free swimming at Lake Loveland.
	100-51-530-5501-41544	1,560						
	100-51-530-5501-42032	340						
	100-51-530-5501-42895	500						
	100-51-530-5501-43895	2,000						
Parks and Recreation		Reduce Youth Ath. PT Salaries	0.25	5,380		5,380	y	
	100-51-531-0000-41012	5,000						Eliminate 625 paid hours for coaches, rely on volunteers.
	100-51-531-0000-41544	380						
Parks and Recreation		Reduce Adult Ath. PT Salaries	0.25	5,380		5,380	y	
	100-51-532-0000-41012	5,000						Cap adult athletic enrollment at current level.
	100-51-532-0000-41544	380						
Parks and Recreation		Eliminate Adult Ath. Awards			4,700	4,700	y	
	100-51-532-0000-42024	4,700						Eliminate free T-shirts for adult league winners.
Parks and Recreation		Reduce Youth Athletic Grant Program			5,000	5,000	y	
	100-51-501-0000-43895	5,000						Reduce aid to self-directed youth athletic groups.
Parks and Recreation		Reduce Youth Recreation Scholarship Program			4,000	4,000	y	
	100-51-501-0000-43895	4,000						Reduce by half the scholarship program match.

Parks and Recreation	Eliminate Food for Department & Commission Meetings	Item 9c.2 Copy of Appendix 5-19-15	3,300	3,300	Eliminate food for commission meetings and annual department luncheon.	
	100-51-501-0000-42422					
Parks and Recreation	Reduce Department Printed Materials, Promotions and Advertising		10,000	10,000	Reduce printing of promotional materials.	
	100-51-501-0000-43899	5000				
	100-51-534-0000-43711	1250				
	100-51-536-0000-43711	1250				
	100-51-530-5500-43737	250				
	100-51-531-0000-43737	400				
	100-51-531-0000-43737	250				
	100-51-532-0000-43737	1000				
	100-51-534-0000-43737	600				
Parks and Recreation	Reduction of 10% in Other Supplies		14,000	14,000	Reduce all department "other supplies" accounts.	
	100-51-501-0000-42899	1000				
	100-51-502-0000-42899	4300				
	100-51-536-0000-42899	1250				
	100-51-560-0000-42899	210				
	100-51-561-0000-42899	1220				
	100-51-562-0000-42899	1230				
	100-51-563-0000-42899	3000				
	100-51-564-0000-42899	1790				
Parks and Recreation	Reduction of 10% in Other Services		15,000	15,000	Reduce all department "other services" accounts.	
	100-51-501-0000-43899	3300				
	100-51-531-0000-43899	700				
	100-51-534-0000-43899	1000				
	100-51-535-0000-43899	1500				
	100-51-536-0000-43899	400				
	100-51-560-0000-43899	7400				
	100-51-564-0000-43899	700				
Parks and Recreation	Eliminate Free Sweat Towels		1,200	1,200	Eliminate free exercise towels at Chilson Center.	
	100-51-536-0000-42899	1,200				
Police	Public Events	0	21,000	21,000	Reduce or eliminate staffing for four summer community events.	
	202-2102-41021					
Police	Citizen's Police Academy	202-	0	2,500	2,500	Y Eliminate Citizens' Police Academy.
	2102-41021					
Police	Explorer Post	0	4,300	1,700	6,000	Y Eliminate Explorer Post.
	202-2102-41021 and					
	202-2102-42422					
Police	Mounted Patrol	0	5,700	1,000	6,700	Y Eliminate mounted patrol.
	202-2102-43899					
Police	Safety, Business/Security prgms.	0		2,400	2,400	Y Eliminate safety, business/security programs.
	204-2114-42899 and 43899					
Police	Crime Prevention Officer	1	109,800		109,800	Y Eliminate Specialized Police Officer position, reassign to patrol.
	204-2114-41011					
Police	Community Service Officer	1	63,000		63,000	Y Eliminate vacant community service officer position.
	202-2102-41011					
Police	Radio replacements	0		20,000	20,000	Y Reduce radio replacement purchases.
	203-2107-42078					
Police	Data storage replacements	0		10,000	10,000	Y Reducte hardware/software purchases.
	203-2115-42078					
Police	Street Crimes Officers	2	219,600		219,600	Y Eliminate two Specialized Police Officer positions, reassign to patrol.
	202-2102-41011					

Item 9c.2 Copy of Appendix 5-19-15				
Public Works	Department Reorg Acct #: 41011 Acct #: 41011	2.5 178,430	178,430	y Quartile 4 and overhead reductions result in internal customer response times reduced from same day to ≥ 5 business days and same day delivery to a lesser frequency.
Public Works	Custodial Contract Acct #: 100-23-250-1801-43592		58,000 58,000	y Reduce five-day janitorial schedule to four, seven-day to six.
Public Works	City Facility Capital Renewal Acct #: 120-23-250-1801		30,000 30,000	y Defer or eliminate carpet replacement, repainting, refinishing.
Public Works	Security Upgrades Acct #: 100-23-250-1801-43569		20,000 20,000	y Suspend plans for panic buttons, secured doors, security cameras.
Public Works	Pavement Rehabilitation Acct #: 211-23-233-0000-41012		61,000 61,000	y Reduce paving and sidewalk projects.
Public Works	Alley Maintenance & Reconstruction Acct #: 211-23-233-0000-41012		30,000 30,000	y Suspend alley projects, eliminate two seasonal positions.
Public Works	Street Striping Acct #: 211-23-232-1700-49360		20,000 20,000	y Cut street striping schedule from annually to every other year.
Public Works	Sign Shop Lease Acct #: 211-23-235-0000-43648		23,000 23,000	y Combine Traffic Engineering and Traffic Operations staff.
Public Works	Transit Professional Services Acct #: 105-23-234-0000-43450 Acct #: 105-23-234-0000-43450		7,000 49,000	y Suspend plan to cut transit shelter snow-clearing response times. Defer Transit Master Plan update.
FLEET REPLACEMENT FUND	Vehicle Replacement Acct #: 500-23-260-0000-48244		252,000 252,000	y Delay replacement of 11 General Fund fleet vehicles.
FLEET MAINTENANCE FUND	Tire & Parts Replacement Acct #: 501-23-261-1902-42039 Acct #: 501-23-261-1902-42032		50,000 50,000	Shorten tire and parts replacement schedules to minimum federal requirement.
Proposed reductions to City Council 4/14/2015			1,317,267	Eliminate Council Reserve.
Proposed reductions to City Council 4/14/2015				<u>General Fund Austerity - line item reduction</u>
	Line item 100-16-161-0000-42015		30,000	Reduce public safety laptop replacement.
	Line item 100-16-161-0000-43569		10,000	Suspend renegotiation of Innoprise software maintenance agreement.
	Line item 100-91-902-0000-43021		8,000	Reduce general fund printing costs.
	Line item 100-15-135-0000-43091		7,000	Reduce bank fees.
	Line item 100-xx-xxx-0000-43450		45,000	Reduce professional services.
Proposed reductions to City Council 4/14/2015			200,000	Reduce core expenses.
General Fund			650,000	Reduce capital transfer per capital plan.
General Fund economic incentive transfer			100,000	Reduce general fund transfer to economic incentives.
Additional attrition using average total compensation			11 670,000	Additional attrition

City of Loveland

Proposed Budget Reductions: Elimination of Sales Tax on Food for Home Consumption

Brent Worthington
May 19, 2015

Overview

- Budget Reduction Target: \$5.82 million, phased in between 2016 and 2019
- Total budget reductions cover:
 - Line item adjustments
 - Service level reductions
 - Program eliminations
- Proposed reductions include:
 - 35 program eliminations
 - 52 program reductions
 - 31.27 positions eliminated

Process

- 4 week process
- Comprehensive analysis of line items, services, and programs throughout the General Fund
 - Budget Task Force
 - Department Directors
 - Departmental staff
- Budget Task Force determined reduction target
- Departmental staff determined budget reductions for each Department
- City Boards and Commissions were asked for comment

Process

- Recommendations were identified using
 - Priority Based Budget Model and Program List
 - Evaluation of current relevance and priorities of programs and services
 - Examination of current core budget allocations
 - General focused application of staff and management knowledge and judgement

Principles

- The City will budget for providing the best level of services possible on a continuing basis.
- The City's budgeting practices will continue to be fiscally conservative.
- The City will remain an employer of choice, in order to continue to attract and retain high-quality employees.

Budget Reduction Overview by Department

	2015 Total	Gen Fund	Total	% of				
Expenses by Department	Budget	Subsidy	Actual	Total Budget	2016	2017	2018	2019
Departments								
Legislative	153,590	153,590	10,000	6.5%	10,000	10,000	10,000	10,000
Executive/Legal	2,067,420	1,083,860	77,848	3.8%	77,848	77,848	77,848	77,848
Clerk & Court Admin	1,079,650	880,620	8,163	0.8%	8,163	8,163	8,163	8,163
Sales tax rebate			160,000	1.5%	50,000	86,700	123,300	160,000
Cultural Services	2,025,270	1,270,770	170,253	8.4%	170,253	170,253	170,253	170,253
Development Services	4,064,170	1,768,700	167,627	4.1%	96,000	96,000	167,627	167,627
Economic Development	1,191,400	1,167,000	88,550	7.4%	88,550	88,550	88,550	88,550
Finance	4,888,570	1,336,550	111,000	2.3%	41,000	41,000	111,000	111,000
Fire & Rescue	9,568,750	9,568,750	245,309	2.6%	245,309	245,309	245,309	245,309
Human Resources	1,269,810	315,830	53,254	4.2%		53,254	53,254	53,254
Info. Technology	4,053,040	949,430	59,494	1.5%		59,494	59,494	59,494
Library	3,201,750	3,061,970	130,624	4.1%	130,624	130,624	130,624	130,624
Parks & Recreation	10,562,430	6,999,110	263,530	2.5%	263,530	263,530	263,530	263,530
Police	19,591,890	18,413,920	461,000	2.4%	220,000	310,000	461,000	461,000
Public Works	5,228,480	1,687,020	477,430	9.1%	220,000	330,000	477,430	477,430
<i>Total: Departments</i>	68,946,220	48,657,120	2,484,082	3.6%	1,621,277	1,970,725	2,447,382	2,484,082

Other Budget Reductions

- \$650,000 reduction in General Fund contribution to annual Capital Program
- \$100,000 reduction of annual General Fund transfer to Economic Development
- \$252,000 reduction of annual transfer to Fleet Replacement Fund
- \$100,000 line item austerity cuts
- \$1,317,000 reduction to Special Projects Fund (starting year 2 and phased, based on analysis of situation)
- \$200,000 reductions to departmental core budgets
- \$670,000 reductions for additional attrition

Significant Program Eliminations

- Executive/Legal
 - Internship Program
 - Local Event Sponsorships
- City Clerk
 - Food Sales Tax and Utility Rebate Program
- Cultural Services
 - Tree Lighting
 - Halloween Family Festival
- Development Services
 - Homeless Connect Event
 - City's contribution to Loveland Honors Awards

Significant Program Eliminations

- Economic Development
 - Annual Business Appreciation Breakfast
 - Funding for NCEDC
- Fire
 - Accreditation
 - Public Education and Child Safety Programs
 - Inspections
- Human Resources
 - Tuition Reimbursement
 - Snow Squad



Significant Program Eliminations

➤ Library

- Movie Based Programming
- Youth Advisory Commission trip

➤ Police

- Citizen's Police Academy
- Explorer Post
- Mounted Patrol Unit
- Safety and Business Security Programs
- Crime Prevention Officer

Staff Reductions

31.27 Total Positions

City Manager	.50 FTE	Part-time intern
Cultural Services	.69	Consolidate duties
Development Services	2.38	Current Planning, Code Enforcement
Economic Development	.50	Administrative technician
Finance	1.00	Accounting
Fire	1.50	1 admin position, 1 in CSD, .5 addback
Library	1.50	Admin, circulation, children-teen
Parks and Recreation	5.70	Parks maintenance
Police	4.00	3 special assignment officers (transfer to patrol); 1 Community Services Officer
Public Works	2.50	1 Administrative; 1 facilities position; .5 to be determined
Strategic Attrition (estimated)	11.00	Additional positions to be identified over next three years

Strategic Attrition

- Evaluate all employment vacancies as opportunities for reduction or reorganization
 - Currently vacant positions
 - Future vacancies
- Determine if each vacancy must be filled
 - Current estimate: 90-95% must be refilled
- If determination is that refilling the position is not necessary, eliminate the position

Attrition Rates

	<u>Avg # of Employees</u>	<u>Total Separations</u>
2012	642	58
2013	726	45
<u>2014</u>	<u>708</u>	<u>83</u>
Avg	692	62

Conclusions

- Budget reductions differ from previous reductions
 - Not driven by general economic disruption
 - 3-year phased approach allows for strategic planning
- Staffing reductions will be approached primarily through attrition
- PBB played a crucial role in reduction process
- Great care has been taken to maintain core services throughout the organization

From: Berglund, David [<mailto:dberglund@F-W.com>]

Sent: Wednesday, May 13, 2015 9:00 AM

To: Bill Cahill

Subject: Historic Preservation Commission Position Statement regarding the 3% food sales tax cut

Dear Mr. Cahill,

Forgive me if you receive this twice. I tried sending this from my Gmail account on Tuesday and just received a message that it could not be delivered to your address.

As citizens of the City of Loveland, we are strongly opposed to the elimination of the 3% food sales tax.

As the Historic Preservation Commission appointed by the City Council, we vehemently oppose the proposed 89% cut in the Historic Preservation budget. By City Council, we are mandated to provide outreach mailings. As a Certified Local Government, we are required to attend annual trainings, and perform outreach and educational duties.

Below are core functions that will be negatively affected by the proposed reduction:

- Promoting May historic preservation month educational outreach: limiting local and non-local visitors to our community and stifling relationships with citizens, local businesses, and non-profits.
- Supporting continuing education: massive reduction that would undermine commissioners' ability to remain informed of trends and criteria that affect historic Loveland.
- Printing of Historic walking tour brochures: eliminating the ability to promote historic downtown Loveland and resultant economic benefits of heritage tourism; specifically the soon to be designated Downtown National Historic District and downtown development catalyst project.

If cuts must be made, we will bear our *proportionate* share of such cuts, along the lines of 3-4%. However, it is unrealistic to expect us to function as a viable service to the community, considering our current mandates, after suffering an 89% cut.

Thank you for the opportunity to provide you with our input on this matter.

Regards,

David Berglund

(970) 590-8666

On behalf of the Loveland Historic Preservation Commission.

The majority of the Human Service Commission disagrees with the decision to eliminate the food sales tax. There are several concerns listed below:

- 1) This elimination does not put more money in the hands of low income families in the community. In fact it does the opposite, as it would also eliminate the Food and Utility Sales Tax Rebate. Those families that participate in the rebate program receive between \$128 and \$391 based on family size. This exceeds the expected savings to families by eliminating the tax.
- 2) Concern that it will seriously hinder the ability to recoup dollars from the Sprouts project.
- 3) Concern that it does in fact begin to limit necessary services provided by the City. Six million dollars may seem fairly small in comparison with the total budget, but even in the one departmental budget shared with us, it limits services and eliminates jobs.

If the tax is eliminated, we have the following concerns as it relates to the budget reductions shared with us:

- 1) The elimination of Homeless Connect is not acceptable from our viewpoint. Not only is this a unique opportunity to reach people in need, it builds public awareness and community engagement around the issue of homelessness or near homelessness. Close to 200 volunteers participate in this activity annually. One volunteer stated that he participated through his company and it not only opened his eyes to the reality of homelessness, but made it real and tangible. He is now an advocate. Another volunteer expressed that even though he was aware and felt educated around the issues, this experience changed him. There were names and faces to match the statistics. This level of community engagement and awareness is just as valuable if not more so that the services and connections made for people on that day. Close to 300 people participated in this last year with 45 agencies present to provide services. Some of the services provided on this day are not available at other times or are very limited and difficult to access.
- 2) Food for commission meetings can totally be removed from the budget. We are happy to either pay our share or provide our own food.

From: Human Service Commission dated May 13, 2015



Police Department

810 East Tenth Street • Suite 100 • Loveland, CO 80537-4942
(970) 667-2151 • Fax (970) 962-2916 • TDD (970) 663-5144
www.cityofloveland.org

May 12, 2015

Loveland City Councillors
500 E 3rd Street
Loveland CO 80537

Dear Council Members,

Subject: Impacts of the Elimination of the Sales Tax on Food

You are probably receiving a number of impassioned pleas to not cut the budgets of those departments with citizen boards or commissions. That is to be expected since everyone thinks their role is a vital one for the community. Only two of those departments however directly impact the public's safety and security, our most basic needs.

We are very concerned that the budget impact of the elimination of the Loveland sales tax on food will have a negative impact on public safety within our community of which the Police Department is the key. We have some questions.

- 1) How will cuts impact the "10 Year Staffing Plan" that you have approved but have not funded at the optimal level for proactive policing and protecting Loveland's residents.
- 2) With the Increased Terrorist Threat Level, should you not be considering increasing the number of police officers in Loveland instead of decreasing them?

The Loveland Police Department is our first line of defense against the acts of terrorists and other criminals. We can not depend on the federal government to protect us right here in Loveland.

A proactive approach to providing for our safety is the only prudent solution.

Deciding to respond after an attack with "I guess we need more officers" will not work. Trained professional law enforcement officers don't materialize out of thin air. It takes time to find, hire and train them.



Public safety is the number one priority mentioned by Loveland residents in all citizen surveys. As a body, you have always supported public safety if not at optimal levels that allow for more proactive policing.

Why not take the bold but prudent approach and find ways to increase the number of police officers in Loveland so that all of us, including our children, will be safer right here in Loveland.

Thank you for your consideration and leadership in providing for our most basic and desired need, safety, and the foundation of our quality of life.

Respectfully,



Pat Kistler
Chairperson Police Citizen's Advisory Board

/JT

Reductions in human resources from the Planning department would be detrimental to the economic growth and development of the City of Loveland. We view the Planning Department as a key component of the economic development team. The Planning Commission makes the following recommendations:

- Recommend a holistic view to budget cuts throughout the city instead of across-the-board cuts. 4% across-the-board cuts may not be realistic. Other departments must be able to handle larger reductions.
- Scrutinize the use of consultants with regards to scope and project goals.
- Suggested annual salary increase rates may not be sufficient in retaining quality staff and providing an ascension program.
- Turnaround time for planning and building permits and review needs to be reduced based on the increase in development. Longer turn around may result in lost opportunities.

These are the unanimous opinions of the members of the Planning Commission of the City of Loveland.

May 13, 2015

From: Eugene Packer -- Loveland Utilities Commission, May 13, 2015

To: Bill Cahill -- City Manager -- City of Loveland, Colorado

I've reviewed the Loveland Utilities Commission discussion on April 15, 2015 concerning possible changes in the City's Food Sales Tax. Our understanding is that the Food Sales Tax may be eliminated resulting in a potential tax revenue loss to the city of \$6M **over three years**. One of the points of LUC's discussion was the possible loss of the annual transfer of \$750K from the General Fund for the support of the water treatment plant upgrade project. Loveland Power and Water was granted this annual financial transfer of \$750K by the City Council several years ago, and two payments have already been received with six to follow. It was the opinion of the Loveland Utilities Commission, that these transfer payments from the General Fund should continue in support of the upgrade of the water treatment plant. Discontinuance of these payments may result in higher utility costs for our customers. Loveland Water and Power currently supports the General Fund with a 7% Payment in Lieu of Tax (PILT) on water and power invoices. PILT was increased recently from 6% to 7% to provide additional financial support of the General Fund.

Sincerely,

Eugene Packer

May 12, 2015

To the Honorable Loveland Mayor and City Council Members:

The purpose of this letter is to share our concerns about the impacts on the library and its programs if the sales tax on food for home consumption is eliminated. In planning for this tax cut, the library has been asked to identify the impacts of a \$130,620 budget reduction. Loveland Public Library's Strategic Plan for 2014-2016 was adopted by the Library Board on November 20, 2014, to position us to meet the changing needs of an information society. When the predicted budget reduction is compared to the strategic plan, many areas of concern become clear.

The prime impact would be reduction of staff, potentially 1.5 FTE positions. By extension, the broad selection of programs which are currently in place would be reduced. In the year 2014 the library offered 1,843 specific programs: 1,154 for pre-school and school age children, 170 for teens, and 519 for adults. These programs require someone to lead them, either a staff person or a volunteer. In 2014 volunteers worked 6,229 hours, the equivalent of three employees, but these volunteers need direction and coordination from the staff. Doing away with the tax would mean reducing many of our programs.

Some of our most effective work is with developing children and teens. While we might be able to keep our basic in-house services, our established community outreach programs in schools and neighborhoods will suffer.

Another area which will undergo change is in the Customer Services division. A reduction in food tax would likely translate to fewer employees to assist our patrons with their concerns, e.g., answering questions, locating information, issuing library cards, and providing that face-to-face interaction which sets us apart. Our Strategic Plan goals for community outreach (making it easier to get library cards, providing off-site services, and increasing awareness of our services) will be severely limited.

A third strategic goal is to provide professional development opportunities for the library staff. It is vital for a dynamic organization to keep its employees up to date with core competencies and emerging trends and to provide them with cross training and knowledge of new technologies.

Currently, we provide cutting-edge services such 3-D printing and robotics in collaboration with other community agencies. We target underserved populations including bi-lingual, low income, and homeless individuals. We go into schools where we issue electronic library cards to students so that they are able to use our on-line services. This type of community outreach would necessarily have to be severely limited.

Loveland is known as a great place to live, retire, and/or establish a business, and the public library is a vital link in our civic quality. Reducing and/or eliminating the food sales tax without

a source of replacement funding would likely damage this image because our quality of life in the city, particularly at the Library, would necessarily be diminished.

The Loveland Public Library is a vibrant community destination. More than just books, it is an informational, recreational, and educational community center. It attracts a wide variety of people who participate in an equally wide variety of programs and services. We, the volunteers on the Library Board, are serving to make our library an even better community service.

Respectfully submitted,

Amy Cohen

Sandy Darby

Treva Edwards-Heiser

Banner Green

Eric Harting

Liz Lucke

Sue Mullins

Shawn Waaler

ShawnaLee Washam

Recommendation from CFAC to City Council
RE: Sales Tax on Food for Home Consumption Tax Cuts

The City of Loveland is just emerging from a very challenging recession. Our successful recovery from that event is due to our conservative, financial protocols.

Looking at the City of Loveland Budget, CFAC believes

- 1) There are not sufficient extra monies in the general fund to avoid the painful cuts that will result from the elimination of the sales tax on food for home consumption,
- 2) The regressive effect of the sales tax on food for home consumption is largely offset by the grocery tax rebate,
- 3) The anticipated impacts of this loss of revenue are reductions in the quality of services in Loveland which will lead to a reduction in the quality of life in Loveland.

Therefore, CFAC advises the Loveland City Council to not pass the elimination of the sales tax on food for home consumption.

5-14-15

Recommendation from CFAC to City Council
RE: Priority Based Budgeting Tool

The Citizens Finance Advisory Commission has studied the proposed revenue decrease of \$6,000,000 and has concluded that PBB is not an appropriate tool to use as an expenditure reduction tool for the following reasons:

1. The PBB tool does not allow for decisions on which programs to cut, as it can't consider unintended consequences. Examples would be the elimination of the Finance Department program 9110, Purchasing Card Management or the previously discussed elimination of Utility Meter Reading.
2. The PBB was used to view all the programs that were not mandated, had reliance on the city as sole provider of service, or were in the 4th quartile. It is apparent that current programs in these areas were necessary support functions, and/or are valued to some degree by the citizens. This latter is revealed in the city's annual citizen survey. This PBB based analysis thus does not point to program eliminations.
3. Because some programs such as police, fire and enterprise funds and maybe others are presumed exempt from revenue reduction, the brunt of the reduction will be placed on quality of life departments and programs such as the Library and Public Works.

5-14-15

TRANSPORTATION ADVISORY BOARD

May 13, 2015

Mayor Gutierrez and City Council,

This letter speaks to the City Council's consideration of lowering city revenue by eliminating the sales tax on eat-at-home groceries as well as the discussion regarding use of the \$14 million in TABOR funds.

The Transportation Advisory Board does not take a position on whether or not to eliminate those taxes, but offers the following analysis and recommendations for Council's consideration.

In considering the expenditure of funds in the transportation sector, the TAB found it helpful to think of three different categories of activity: Operational Efficiency, Service Levels, and Capital Projects.

Operational Efficiency: In this category, the Transportation Advisory Board considers all of the day to day decisions made in operating the Transportation (and the rest of the Public Works) organization. There are literally thousands of decisions made that have cost implications – from mundane items like how often to change oil in the snow plows and trash trucks; to the vehicle replacement program to avoid costly maintenance; to how to schedule, pay and provide benefits to attract and keep a qualified work force. In the spirit of continuous improvement, all organizations should always be looking at those processes to make sure they are as efficient and effective as possible. The TAB was pleased to welcome the new Public Works Director, Leah Browder, who we feel will bring a new set of experiences to help challenge and improve the department. That said, it is the experience of the TAB that the transportation sector in Loveland runs pretty well: We do not experience broken down equipment and an inability to respond to emergencies like floods and snow storms. And, one does not see idle city workers hanging out in the shops and parked under trees. It is the sense of the TAB that there are no significant "low hanging fruit" quick-term cost reductions within the operational processes themselves.

Service Levels: In this category the Transportation Advisory Board considers all the actual work performed on behalf of the city. In the transportation sector that would include the frequency and coverage of snow plowing, the scope and type of pavement maintenance and repairs, the frequency and routes of the transit system and the street sweeping program. Clearly the concept of "you get what you pay for" applies to the levels of service provided to the city. Indeed snow can be plowed less often; the streets can be allowed to deteriorate to a lower level of maintenance; buses and street sweepers can run less frequently; trash can be picked up less often and so on. However, the TAB is reminded that the most recent Quality of Life Survey of Loveland Residents pointed to an overall desire for more services, not less. And the TAB is very mindful that many activities in the transportation sector are preventative in nature where deferred maintenance brings much higher costs later. Street maintenance is the classic example where fixing potholes and putting top coats on roads now, prevents water encroachment that ultimately would lead to a very expensive total replacement later. In addition to the deferred costs issue, there is the interrelated nature of transportation with all other activities of the city. Street sweeping is aesthetic, but it also helps support water quality (and

compliance with associated permits) and is an important part of promoting multi modal shifts since safe use of the bicycle lanes is severely impacted by street debris. The transit system supports economic development by taking people to shop and work, and also ties into the educational system by helping transport students.

Cutting service levels can indeed produce an immediate cost reduction. But it is the considered opinion of the TAB that the economic prosperity and quality of life here in Loveland is built around a functioning and properly maintained transportation infrastructure. The Transportation Advisory Board recommends that these critical services be maintained at least at their current levels.

Capital Improvements: Attached to this letter is the most recent Capital Transportation Project list, categorized by types of projects – streets, intersections, etc – and showing the funding status of each. This list is a bit dated; it would have been updated this year except for the disruption in work flow caused by the flood. However, the concept presented here is sound. As Council will note, all the projects are rank ordered according to a criteria scoring system that evaluates each project and assigns it a score. The scoring has safety first and worth 25% of the possible points, connectivity and economic impact are each worth 20%. Implementability, environmental impact, regional connectivity and multi modal considerations make up the rest of the scoring.

At the time of the last update, there were \$244 million in planned transportation projects, not counting the work that is part of the Centerra Project. Of that amount, about \$162 million would come from capital expansion fees and other development support, \$38 million from CDOT, and \$44 million from the City's General funds.

It is the recommendation of the Transportation Advisory Board that the Council carefully consider this significant list of important and mostly unfunded transportation projects. Without exception, all of the City's recent outreach efforts (i.e. The 2014 Quality of Life Survey; the Create Loveland work to update the Comprehensive Plan; the 287 Strategic Plan; and the Urban Land Institute's "Healthy Place" workshop for the Orchards area of 287) indicates that improving our transportation network is the top priority for Loveland Citizens. According to citizen comments from the nine annual Quality of Life Surveys, there is steady or increasing support for improving roadways and transit service, along with improved bike, and pedestrian facilities and safety.

Application of available revenue (i.e. Grocery sales taxes and / or TABOR funds) to major transportation projects represents a one-time opportunity that may not arise again but at the same time needs to be balanced against likely future emergency expenses and future increased competition for sales tax revenue.

The TAB further recommends that this evaluation be included as part of the upcoming budget discussion process, and we call on City Staff to complete an update to the Capital Transportation Project list in preparation for those discussions. The TAB fully supports City Staff and looks forward to participating in the development of the new list as we did the last time around.

TABOR Funds: Finally, the Transportation Advisory Board would add a comment on the so-called TABOR Funds. (Actually we think of them as "Non-TABOR funds" since they arise from voter decisions to exempt revenue overages from the TABOR requirements.)

The TAB is of two minds on this subject. On the one hand, the flood of 2013 which literally cut the City in half provided a stark reminder that prudent management calls for sufficient reserves to deal with such a catastrophic event. The TAB is deeply appreciative that careful fiscal management in the past ensured the City's ability to respond to that emergency and encourages Council to keep strong reserves for future uncertainties.

On the other hand, a look at the capital projects list attached to this letter shows many desirable projects that would benefit the people and economy of Loveland. If it is the will of Council to use some of these funds, it would certainly be the recommendation of the TAB to redirect them to completion of more of the unfunded transportation projects identified by the citizens.

As usual, I would be happy to review and discuss any of these thoughts more at your convenience.

Best regards,

A handwritten signature in cursive script, reading "Gary D. Thomas".

Gary D. Thomas
Chair – Transportation Advisory Board
Cell 970-218-8379
Work 970-223-8604

CC: Bill Cahill, Leah Browder, TAB Members

ID #	PROJECT DESCRIPTION	Project Number	Total Score	Project Cost based on 2012 #'s	10 Year Capital Plan Funded / Unfunded?	2035 Transportation Plan?
City Streets						
1	Taft Ave - Arkins Branch to US 34 - Widen 4 lane street with no center turn lane or bike lanes to 4 lane arterial	EN0105	265	\$ 10,103,802	Partial	Yes
2	Madison Ave - Silverleaf Dr to 29th St - Widen 3 lane arterial to 4 lane arterial	EN0205	250	\$ 3,519,684	Partial	Yes
3	Taft Ave - US 34 to 22nd St - Widen 4 lane street with no center turn lane or bike lanes to 4 lane arterial	EN0708	245	\$ 7,339,870	Partial	Yes
4	37th St - US 287 to Lincoln Avenue - New 2 Lane Arterial	EN0305	235	\$ 2,383,549	Yes	Yes
5	Wilson Ave - Carlisle Dr to 5th St SW - Widen 3 lane arterial to 4 lane arterial	EN0705	235	Complete		
6	LCR 20C (5th St) - LCR 9E to Boyd Lake Ave - Widen 2 lane County Road to 2 lane arterial	EN0714	230	\$ 982,535	No	Yes
7	57th St - Taft Avenue to US 287- Reconstruct 2 lane County Road to 4 Lane Arterial	EN0316	230	\$ 8,214,908	No	Yes
8	Taft Ave - 28th St SW to 14th St SW - widen 4 lane road with no center turn lane or bike lanes to 4 lane arterial		230	\$ 9,052,808	No	Yes
9	Madison Ave - 29th St to 37th St - Widen 2 lane County Road to 2 lane arterial	EN0306	230	\$ 2,018,803	Partial	Yes
10	37th St - Monroe Ave to Madison Avenue - New 2 Lane Arterial	EN0219	225	Complete		
11	Boise Ave - SH 402 to 1st St - Widen 2 lane County Road to 2 lane arterial		225	\$ 6,848,981	No	Yes
12	Boyd Lake Ave - LCR 20E to US 34 - Widen 2 lane County Road to 4 lane arterial	EN0706	225	\$ 3,473,884	No	Yes
13	Wilson Ave - 50th St to 57th St - widen 2 lane County Road to 4 lane arterial		220	\$ 2,952,678	No	No
14	Taft Ave - 50th St to 57th St - widen 2 lane arterial to 4 lane arterial	EN0711	220	\$ 2,220,706	No	No
15	Taft Ave - 57th St to GMA - widen 2 lane County Road to 4 lane arterial	EN0712	220	\$ 6,284,245	No	No
16	57th St - Wilson Ave to Taft Avenue - Reconstruct 2 lane County Road to 2 Lane Arterial		215	\$ 4,097,514	No	Yes
17	Crossroads Blvd - I-25 to Centerra Parkway - Widen 2 Lane Arterial to 4 Lane Arterial	EN0313	215	Complete		
18	Crossroads Blvd - Centerra Parkway to LCR 3 - Widen 2 Lane Arterial to 4 Lane Arterial	EN0707	215	\$ 7,759,771	No	No
19	29th St - Custer to Garfield - Add Turn Lanes to existing 4 Lane Arterial w/ no existing center turn lane		215	\$ 4,214,843	No	No
20	Boyd Lake Ave - 37th St to LCR 30 - Widen 2 lane arterial with no center turn lane to 4 lane arterial		215	\$ 28,110,069	No	No
21	57th St - US 287 to Monroe - Reconstruct 2 lane County Road to 4 Lane Arterial	EN0713	210	\$ 4,396,989	No	Yes
22	57th St - Monroe Avenue to CR 11C - Reconstruct 2 lane County Road to 2 Lane Arterial		210	\$ 6,599,371	No	No
23	1st St - Wilson Ave to Taft Avenue - Widen Sections of arterial to complete 4 Lane Arterial	EN0710	205	\$ 2,633,674	No	No
24	1st St - Franklin Ave to Railroad Ave - Widen two lane road to 2 lane Arterial Section with Center turn Lane and Bike Lanes		205	\$ 11,572,873	No	No
25	1st St - Lincoln Ave to Boise Ave - Widen 2 lane road to 2 lane arterial with Center turn lane		205	\$ 5,676,331	No	No
26	Boyd Lake Ave - LCR 20C to LCR 20E - Widen 2 lane County Road to 4 lane arterial	EN0709	200	\$ 1,451,546	No	Yes
27	43rd St - Cascade Ave to Wilson Ave - New 2 Lane Arterial	ENR029	195	\$ 1,145,495	Yes	Yes
28	14th St SW - LCR 21 to Wilson Ave - Widen 2 lane County Road to 2 lane arterial	ENR014	195	\$ 728,134	No	No
29	Boise Ave - Mt Columbia Dr to 37th St - New 2 lane arterial	EN0330	195	\$ 2,557,661	Partial	Yes
30	Taft Ave - SH 60 to 28th St SW - Widen 2 lane County Road to 4 lane arterial		185	\$ 6,152,126	No	No
31	43rd St - Taft Ave to Duffield Street - New 2 Lane Arterial	EN0314	180	\$ 2,509,230	No	No
32	LCR 20E - Boyd Lake Avenue to I-25 East Frontage Road - Widen existing 2 lane County Road to 2 lane arterial		170	\$ 13,883,268	No	No
33	29th St - Cascade Ave to Wilson Avenue - New 2 Lane Arterial		165	\$ 3,974,737	No	Yes
34	Wilson Ave - 57th St to GMA Limits - Widen 2 lane County Road to 4 lane arterial		165	\$ 5,725,641	No	No
35	LCR 3 - US 34 to Crossroads Blvd - Construct new 2 lane arterial (existing 30 foot wide gravel road)	EN0315	165	\$ 8,229,687	No	Yes
36	LCR 11C (Boise) - 37th St to 57th St - Widen 2 lane County Road to 2 lane arterial		160	\$ 5,668,568	No	No
37	LCR 9E - SH 402 to LCR 9C - Widen 2 lane County Road to 2 lane arterial		160	\$ 5,996,675	No	Yes
38	Boyd Lake Ave - SH 402 to LCR 20C - New 4 lane arterial	EN0606	160	\$ 12,263,713	No	Partial
39	Namaqua Ave - Crestone Dr to US 34 - Widen 2 lane County Road to 2 lane arterial		155	\$ 6,885,924	No	No
40	Monroe Ave - 33rd St to 57th St - Widen 2 lane County Road to 2 lane arterial		155	\$ 11,632,375	No	No
41	St Louis Ave - SH 402 to 1st St - widen 2 lane county road to 2 lane arterial		155	\$ 7,763,897	No	No
42	Cascade Ave - 19th St to 29th St - New 2 lane Arterial		140	\$ 3,940,972	No	Yes
			Total	\$ 240,967,537		
State Highways						
43	US 34 - Denver Ave to Boyd Lake Ave - Widen 4 lane arterial to 6 lane arterial		230	\$ 9,480,379	Partial	Yes
44	US 34 - Boyd Lake Ave to Rocky Mountain Ave - Widen 4 lane arterial to 6 lane arterial		225	\$ 7,770,475	No	Yes
45	US 34 - Rocky Mountain Ave to I-25 - Widen 4 lane arterial to 6 lane arterial		225	\$ 2,333,632	No	Yes
46	SH 402 - St. Louis to I-25 - Widen 2 lane County Road to 4 lane arterial		215	\$ 28,670,613	No	Partial
47	US 34 - Boise Ave to Denver Ave - Widen 4 lane arterial to 6 lane arterial		210	\$ 4,424,825	No	No
48	US 287 - One-Way split (n of US 34) to 29th St - Widen 4 lane arterial to 6 lane arterial		210	\$ 5,731,237	No	No
49	US 287 - 29th St to 57th St - Widen 4 lane arterial to 6 lane arterial		210	\$ 19,899,532	No	No
50	US 34 - Madison Ave to Boise Ave - Widen 4 lane arterial to 6 lane arterial		205	\$ 930,573	No	No
51	US 34 - I-25 to Centerra Pkwy - Widen 4 lane arterial to 6 lane arterial		200	\$ 3,113,600	No	Yes
52	US 34 - Centerra Pkwy to LCR 3 - Widen 4 lane arterial to 6 lane arterial		200	\$ 7,730,155	No	Yes

ID #	PROJECT DESCRIPTION	Project Number	Total Score	Project Cost based on 2012 #'s	10 Year Capital Plan Funded / Unfunded?	2035 Transportation Plan?
53	US 287(Lincoln) - One-Way Split to 5th St - Widen 2 lane one-way arterial to 3 lane one-way arterial		200	\$ 2,747,666	No	No
54	US 287 - SH 402 to One Way Split - Widen 4 lane arterial to 6 lane arterial		195	\$ 7,165,442	No	Yes
55	US 287(Cleveland) - One-Way Split to 3rd St - widen 2 lane one-way arterial to 3 lane one-way arterial		195	\$ 3,521,580	No	No
56	US 287 - 57th St to 71st St - widen 4 lane arterial to 6 lane arterial		195	\$ 8,949,015	No	No
57	SH 402 - US 287 to St Louis - Widen 2 lane County Road to 4 lane arterial	ENR020	195	\$ 3,362,783	No	Yes
58	US 34 - City limits to Morning Dr - Widen existing 2 lane arterial to 4 lane arterial		175	\$ 7,097,582	No	No
			Total	\$ 122,929,089		
Intersections / Traffic Signals						
59	Eisenhower and Madison - Major Intersection		300	Complete		
60	Eisenhower and Taft - Major Intersection	TS0703	275	\$ 350,000	No	Yes
61	Taft and 50th - Traffic Signal	TS0707	260	Complete		
62	14th Street SW and Taft - Traffic Signal / Intersection	TS0711	255	Complete		
63	29th and Madison - Intersection / Traffic Signal	TS0702	255	\$ 175,000	Partial	Yes
64	US 34 and Garfield - Intersection and Signal	TS0714	255	Complete		
65	71st Street (LCR 30) and Boyd Lake Avenue - Roundabout		250	Complete		
66	Crossroads and LCR 5 - Traffic Signal		230	Complete		
67	Eisenhower and Lincoln/Cleveland - Major Intersection	TS0716	230	\$ 7,000,000	No	Yes
68	Eisenhower and Boyd Lake Avenue - Major Intersection	TS0708	230	\$ 350,000	Yes	Yes
69	37th and Madison - Intersection / Traffic Signal		225	\$ 175,000	No	Yes
70	57th and Wilson - Traffic Signal	TS0302	215	\$ 175,000	No	Yes
71	37th and Monroe - Intersection / Traffic Signal	TS0305	215	\$ 175,000	No	Yes
72	Garfield and 1st	TS0718	215		No	No
73	57th and Taft - Intersection / Traffic Signal		210	\$ 175,000	No	Yes
74	Eisenhower and Namaqua - CDOT Traffic Signal	TS0201	210	\$ 350,000	No	Yes
75	Crossroads and LCR 3 - Traffic Signal		210	\$ 175,000	No	Yes
76	1st Street and Namaqua - Traffic Signal	TS0309	210	\$ 175,000	No	Yes
77	37th and Boise - Intersection / Traffic Signal		205	\$ 175,000	Partial	Yes
78	14th Street SE (SH 402) and LCR 9E - Traffic Signal		205	\$ 350,000	No	Yes
79	Eisenhower and LCR 3 - Intersection / Traffic Signal		185	\$ 350,000	No	Yes
80	1st Street and Railroad - Traffic Signal		175	\$ 350,000	No	Yes
81	LCR 5 and South Fairgrounds Entrance - Traffic Signal		165	\$ 175,000	No	Yes
82	LCR 5 and Rodeo Drive - Traffic Signal		165	\$ 175,000	No	Yes
83	14th Street SE (SH 402) and St. Louis - Traffic Signal		160	\$ 350,000	No	Yes
84	57th and Monroe - Traffic Signal		155	\$ 175,000	No	Yes
85	14th Street SW and Douglas - Traffic Signal	TS0712	140	\$ 175,000	No	Yes
86	14th Street SW and Railroad - Traffic Signal	TS0713	125	\$ 175,000	No	Yes
87	5th Street and Boyd Lake Avenue - Traffic Signal		115	\$ 175,000	No	Yes
88	Taft and LCR 14 - Traffic Signal		110	\$ 175,000	No	Yes
89	14th Street SE (SH 402) and Boyd Lake Avenue - Intersection / CDOT Traffic Signal		100	\$ 350,000	No	Yes
90	14th Street SE (SH 402) and LCR 7 - Traffic Signal		100	\$ 350,000	No	Yes
			Total	\$ 12,775,000		
Developer Reimbursement Projects						
Currently Rated Above						
91	WalMart - US 287 & 57th Intersection	EN0411	325	Complete		
92	Fairgrounds Av (CR5) Crossroads to CR30 (Old EN028 & ENR004)	ENR027	265	Complete		
93	SH 402 (US 287 to St Louis)	ENR020	245	\$ 400,867	No	No
94	Taft Ave (43rd St to 57th St) (Alford/Kendall)	ENR006	235	Complete		
95	Crossroads Blvd - I25 to CR 5 (Old EN0313)	EN0313	205	\$ 237,653	Yes	Yes
96	5th Street East of Sculptor	ENR018	210	Complete		
97	Taft & 14th SW Intersection - Walgreens	ENR033	180	\$ 358,706	Yes	Yes
98	14th St SW (CR 21 to Katie Dr)	ENR014	160	\$ 307,337	No	No
99	Sculptor & US 34 Intersection	ENR030	150	\$ 1,004,569	Yes	Yes
100	Sculptor - South of US 34	ENR031	150	\$ 431,271	Yes	Yes
101	US 34 @ Mtn View Access	ENR034	150	\$ 313,874	Yes	Yes
102	43rd St - West of Wilson	ENR029	140	\$ 664,529	Yes	Yes
103	Mountain Lion Dr & US 34 Accel Lane (Skyline Medical)	ENR032	135	Complete		
	Dakota Glen Sidewalk	ENR041		\$ 9,088	Yes	Yes
			Total	\$ 3,727,894		
Miscellaneous Projects						
	Transportation Plan Update		0	\$ 200,000	Yes	Yes
	Signal System Interconnects		0	\$ 600,000	Yes	Yes
	ITS		0	\$ 500,000	Yes	Yes
	ROW Acquisition		0	\$ 1,800,000	Yes	Yes
	Misc Projects - General Fund		0	\$ 1,000,000	Yes	Yes
	Misc. Projects - CEF		0	\$ 2,400,000	Yes	Yes
	Bike / Pedestrian Improvements		0	\$ 860,000	Yes	Yes
	School Flashers		0	\$ 100,000	Yes	Yes
	TOC Upgrade		0	Unknown	Yes	Yes
			Total	\$ 7,460,000		
			Grand Total	\$ 387,859,520		

Affordable Housing Commission Statement to the Loveland City Council regarding the proposed elimination of the City sales tax on food for home consumption.

The Mission of the Affordable Housing Commission is to promote and support the development of affordable housing for moderate and low income residents of the City of Loveland. While low income and poor households are impacted disproportionately by the City tax on food for home consumption they are also dependant on the full range of Loveland services provided by the City. We anticipate that the elimination of these tax revenues will result in a reduction in Loveland City services. While the elimination of the tax on food may benefit poor households, it will also negatively impact these households through a reduction of City services.

We recognize the City of Loveland's historical excellent fiscal management.

At a time of abundant projected growth; this is not the time to reduce City services.

The Affordable Housing Commission recommends that the City Council take no action on the elimination of sales tax on food for home consumption until the impact of this loss of revenue for City services is full analyzed and a possible replacement for these revenues is identified. We believe that it would not be prudent or responsible for the City Council to take an action on this matter.

Submitted by Pamela McCrory, Chair of the Affordable Housing Commission

Members of the Commission present at the Meeting:

Pam McCrory, Chair

Vendia Berg, Co-Chair

Diann Rice

Barbara Irelen

Michelle Martz-Mayfield

Marcy Kasner

Jill Angelovic

Will Gresham (left the meeting before the vote on the statement)

Action taken on Tuesday, May 11, 2015

Vote: 7 in favor

1 absent

Cultural Services Board

- Page 1 of 2 -

Most of the cuts to Cultural Services are counter-intuitive. The very things we need to increase our numbers and make us more self-sufficient are the things being hit hardest: marketing, advertising, distribution of the Aha!.

Even if all the City departments are able to provide 'cuts' to meet the targets provided them by the City Manager, the ripple effect of cuts to one department upon other departments should be analyzed before any decisions are made.

If the elimination of the Food Tax should result in these cuts, then the cuts should all be made very clear to the citizens of Loveland who turn out in the thousands for community events.

Calls to the Reporter-Heralds call-in line tend to be critical and one-sided. The consequences of eliminating the Food Tax drew many quick and reasoned responses for continuing the tax as is. There have also been several letters to the editor requesting a thorough evaluation of what happens if the tax is eliminated whether immediately or phased out over a few years.

Kris Ortmann

I agree with you completely. Like you said if the advertising and market budgets are cut the results will be loss of independent income, which will only result in further cuts down the line.

I would also like to comment on the dollars eliminating the tax would save. A 3% food tax means I buy \$97 worth of groceries and pay \$100. Is saving the \$3 worth the enormous cuts the city is facing? I can't imagine anyone would support this when they see the devastating affect on the city departments.

As a member of the CSB and a resident of Loveland, I strongly oppose the elimination of the food tax. I willingly pay the tax in order to keep the services and jobs that the elimination would permanently end.

I plan on attending the city council meeting on May 19th at 630 to show my support for keeping the food tax and the city services as they are now.

Desiree Eremondi

- Page 2 of 2 -

It is so hard to eliminate anything from this list. I don't see how we can reduce marketing, advertising, and AHA distribution. I just this morning saw someone pick up AHA from the Rialto.

If anything, I guess AHA could be newsletter, but it would not be as effective.

I would hate eliminating any Ed programs or services. The children are our future in keeping the arts alive. I see their excitement when they come for programs like today when children were on a real stage, many for the first time..

Reducing contract tech support at the Rialto would burden performing groups and possible cause rental rates to increase even more.

Reducing digitization online and box office ticketing services moves us backward.....

Am totally against anything that would close the Main Gallery.

So, we should not have the Holiday Lighting, Lone Tree Social, and Halloween Festival and eliminate history related publications. City Council should understand how drastic these cuts would be for our community as a whole and look for places where other services are duplicated or could be combined. Why eliminate something that provides for our community unless we can find other revenue sources?

Jan DesJardin

I could not agree more with the comments that have been made. WOW -- it seems to me that cuts should be made not by a percentage of budgets across the board for all city services -- but by goals and objectives for the community. If Loveland is to be a community that values the quality of life for its citizens -- then the cuts to the CSD are outrageous. How can a community cut school tours and educational services? The impact of these cuts have very long term impacts on the quality of life in Loveland.

Dr. Dierdre Cook

5/14/15



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: 10
MEETING DATE: 5/19/2015
TO: City Council
FROM: City Manager's Office
PRESENTER: Bill Cahill, City Manager

TITLE: A Resolution Appointing Members of the Northern Colorado Regional Airport Commission

RECOMMENDED CITY COUNCIL ACTION:

Determine and insert into the resolution, two additional members (consisting of a combination of City Councilors and/or City Staff). Adopt the resolution.

OPTIONS:

1. Adopt the action as recommended.
 2. Adopt and amended resolution (amending any or all of the four members)
 3. Deny the action.
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SUMMARY:

This is an administrative item. This resolution will appoint two citizen members: Curt Burgener for a four year term, and Jerry Stooksbury as the recommended Joint Citizen Member for a four year term to the Northern Colorado Regional Airport Commission. The resolution will also appoint two City of Loveland Members "who shall be Council members or City Staff" to the Northern Colorado Regional Airport Commission. Council will need to insert the names of these two members, prior to adoption of the resolution.

BUDGET IMPACT:

- ☐ Positive
☐ Negative
☒ Neutral or negligible
-

BACKGROUND:

The City Councils of Loveland and Fort Collins have entered into an Amended and Restated Intergovernmental Agreement (IGA) for the Joint Operation of the Fort Collins- Loveland Municipal Airport, dated January 22, 2015, to effectuate changes to the governance structure of the Airport. The newly created governance structure is an airport "commission" that pursues the development of the Fort Collins – Loveland Airport as a regional airport in Northern Colorado.

The name of the newly created commission is the “Northern Colorado Regional Airport Commission”.

As agreed upon in the IGA the Loveland City Council Loveland is to appoint two members to serve on the Northern Colorado Airport Commission from the City Council members or employees, one citizen member, and one citizen member that is jointly agreed upon with Fort Collins. The citizen appointments have special qualifications as described below:

A Citizen Member is defined as an individual residing within the Growth Management Area (GMA) of the City of the appointing City Council, or owning or leasing real property or operating a business within the Airport area of influence as defined in the Airport Master Plan; provided that such member shall not be an employee or city council member of the Cities. “Citizen Members shall serve a term of four years at the pleasure of the appointing City Council, subject to removal at any time without cause.”

The interview panel was comprised of Jason Licon, Airport Director; and the two current members of the Airport Steering Committee, Mayor Cecil Gutierrez, and City Manager Bill Cahill. A total of five applicants were interviewed for the citizen member.

REVIEWED BY CITY MANAGER:



LIST OF ATTACHMENTS:

Resolution

RESOLUTION #R-30-2015**A RESOLUTION APPOINTING MEMBERS OF THE NORTHERN COLORADO REGIONAL AIRPORT COMMISSION**

WHEREAS, in 1963, the City of Loveland (“Loveland”) and the City of Fort Collins (“Fort Collins”), hereinafter referred to collectively as the “Cities”, agreed to the establishment of a regional general aviation facility and became the owners and operators of the Fort Collins-Loveland Municipal Airport ("Airport") more specifically described as follows:

Barnstorm First Addition to the City of Loveland, being a portion of Sections 20, 21, 28, 29 and 33, Township 6 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado.

Barnstorm Second Addition to the City of Loveland, being a portion of Section 28 and Section 33, Township 6 North, Range 68 West of the 6th P.M. and a portion of Section 3 and Section 4, Township 5 North, Range 68 West of the 6th P.M., County of Larimer, State of Colorado; and

WHEREAS, the Councils of the Cities have entered into that certain Amended and Restated Intergovernmental Agreement for the Joint Operation of the Fort Collins-Loveland Municipal Airport dated January 22, 2015 (the “2015 IGA”), to effectuate changes to the governance structure of the Airport to be in the nature of a “commission” that pursues the development of the Fort Collins-Loveland Airport as a regional airport in Northern Colorado and name that commission the “Northern Colorado Regional Airport Commission” (the “Commission”) to reflect the regional nature of the Airport’s character; and

WHEREAS, the City of Loveland City Council (“Loveland City Council”) approved the 2015 IGA by adoption of Resolution #R-2-2015 on January 6th 2015; and

WHEREAS, the 2015 IGA provides that the Commission shall be comprised of seven (7) members as follows: (a) two members (“Loveland City Member(s)”) shall be appointed by the Loveland City Council which members shall be City of Loveland City Council members or employees; (b) two members shall be appointed by the Fort Collins City Council which members shall be City of Fort Collins council members or employees; (c) one Citizen Member (as defined by the 2015 IGA) shall be appointed by the Loveland City Council; (d) one Citizen Member (as defined by the 2015 IGA) shall be appointed by the Fort Collins City Council, and (e) one Joint Citizen Member (as defined by the 2015 IGA) shall be appointed by both the Loveland City Council and the Fort Collins City Council upon mutual agreement; and

WHEREAS, the 2015 IGA provides that the Citizen Members shall serve a term of four years at the pleasure of the appointing City Council, subject to removal at any time without cause, and the Joint Citizen Member shall serve a term of four years, subject to removal at any time without cause upon the mutual agreement of the City Councils; and

WHEREAS, the 2015 IGA further provides that City Council members and employees of the Cities appointed as members of the Commission shall have no fixed term, but shall be subject to reappointment or removal at the pleasure of the appointing City Council; and

WHEREAS, the Loveland City Council desires to appoint the following members of the Commission, all of whom meet the requirements of the 2015 IGA: two members who shall be City of Loveland council members or employees, one Citizen Member, and one Joint Citizen Member, subject to the mutual agreement of the Fort Collins City Council.

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

Section 1. That the City Council hereby appoints the members of the Northern Colorado Regional Airport Commission in accordance with the 2015 IGA:

<u>Name</u>	<u>Appointed As</u>	<u>Expiration of Term</u>
_____	Loveland City Member	No fixed term – serves at the pleasure of Council
_____	Loveland City Member	No fixed term – serves at the pleasure of Council
Curt Burgener	Loveland Citizen Member	4 years
Jerry Stooksbury	Joint Citizen Member	4 years

Section 2. That the appointment of the Joint Citizen Member set forth herein is expressly conditioned upon appointment of the same individual by the Fort Collins City Council.

Section 3. That Loveland City staff shall call an initial organizational meeting of the Commission and the Loveland City Clerk shall post notice of such meeting in the same manner as other City meetings.

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

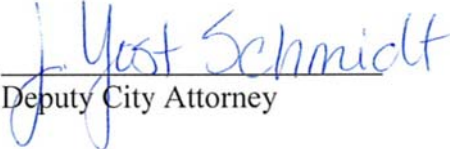
ADOPTED this 19th day of May, 2015.

Cecil A. Gutierrez, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:


Deputy City Attorney