

# LOVELAND HISTORIC PRESERVATION COMMISSION

## MEETING AGENDA

MONDAY, September 17 2018 6:00 PM

**Development Center-EOC Conference Room Upstairs-410 East 5<sup>th</sup> Street**

The City of Loveland is committed to providing an equal opportunity for services, programs and activities and does not discriminate on the basis of disability, race, age, color, national origin, religion, sexual orientation or gender. For more information on non-discrimination or for translation assistance, please contact the City's Title VI Coordinator at [TitleSix@cityofloveland.org](mailto:TitleSix@cityofloveland.org) or 970-962-2372. The City will make reasonable accommodations for citizens in accordance with the Americans with Disabilities Act (ADA). For more information on ADA or accommodations, please contact the City's ADA Coordinator at [bettie.greenberg@cityofloveland.org](mailto:bettie.greenberg@cityofloveland.org) or 970-962-3319.

"La Ciudad de Loveland está comprometida a proporcionar igualdad de oportunidades para los servicios, programas y actividades y no discriminar en base a discapacidad, raza, edad, color, origen nacional, religión, orientación sexual o género. Para más información sobre la no discriminación o para asistencia en traducción, favor contacte al Coordinador Título VI de la Ciudad al [TitleSix@cityofloveland.org](mailto:TitleSix@cityofloveland.org) o al 970-962-2372. La Ciudad realizará las acomodaciones razonables para los ciudadanos de acuerdo con la Ley de Discapacidades para americanos (ADA). Para más información sobre ADA o acomodaciones, favor contacte al Coordinador de ADA de la Ciudad en [bettie.greenberg@cityofloveland.org](mailto:bettie.greenberg@cityofloveland.org) o al 970-962-3319".

### 6:00 PM

- I. CALL TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. APPROVAL OF THE AGENDA
- V. APPROVAL OF PREVIOUS MEETING MINUTES
- VI. REPORTS

6:05-6:20

- a. Citizen Reports  
*This agenda item provides an opportunity for citizens to address the Commission on matters not on the consent or regular agendas.*
- b. Council Update (Fogle)
- c. Staff Update (Garshelis)
- d. 2<sup>nd</sup> Grade Curriculum Project (Kersley/Askeland)

### VII. REGULAR AGENDA

- a. Backfilling Loveland Fire Rescue Authority (LFRA) Fees 6:20-6:30
- b. Fall Retreat Planning Monday October 15 from 5:00pm-8:00pm with Dinner 6:30-7:00
  - Holiday Outreach Event or other Outreach event?
  - Historic Design Standards
  - 2019 Tour de Pants? (Should we have it or have "Booths" at events like Corn Roast)
  - Bridge Plaque Promotion
  - Marketing & Educational Materials
    - Tabletop Coasters – Reprint/Create additional coasters highlighting other properties
    - Walking Tour Update
    - Online Bike and Walking Tours
    - Marker/Display for LHS Dunning request
  - 2<sup>nd</sup> Grade Curriculum Project
    - Building Models
    - 2<sup>nd</sup> Graders Tour Guide
  - Surveys
    - Germans From Russia Survey (Application due Jan 15, 2019)
    - Midcentury Modern Survey
  - Designations
    - 5<sup>th</sup> Street Gustave Benson House
    - 111 Roosevelt property
    - Washington school
    - Others

### VIII. COMMISSIONER COMMENTS

7:00-7:10

*This agenda item provides an opportunity for Commissioners to speak on matters not on the regular agenda.*

### IX. ADJOURN

7:15

**City of Loveland**  
**Historic Preservation Commission**  
**Meeting Summary**  
**August 20, 2018**

A meeting of the Loveland Historic Preservation Commission was held Monday, August 20, 2018 at 6:00 P.M. in the Development Center at 410 East 5<sup>th</sup> Street, Loveland, Colorado. Historic Preservation Commissioners in attendance were Zach Askeland, Jim Cox, Stacey Kersley, Josh McCarn, Paula Sutton, Laurie White, Reyana Jones and Elizabeth Webb. Nikki Garshelis, and Cita Lauden of Development Services were also present.

**Guests:** Norm Rehme, President of the Pulliam Community Foundation.

**CALL TO ORDER**

*Commission Chair Askeland called the meeting to order at 6:00 p.m.*

**APPROVAL OF THE AGENDA**

*Commissioner Cox made a motion to approve the agenda. Commissioner McCarn seconded the motion and it passed unanimously.*

**APPROVAL OF PREVIOUS MEETING MINUTES**

*Commissioner Sutton made a motion to approve the July meeting minutes. Commissioner Cox seconded the motion and it passed unanimously.*

**CITIZEN REPORTS**

None

**CITY COUNCIL UPDATE**

None

**STAFF UPDATE**

*Nikki Garshelis* reported on the Great Western Railway Depot & Freight Building. A meeting with City Staff, Loveland Historical Society members and Commissioner Sutton is scheduled for September 6<sup>th</sup>. A report from the architect will be available at that time. The Fairgrounds Bridge Plaque has been attached to the bridge. The Commission plans to discuss ways to promote the plaque to the community. Alanna Brake, one of the property owners of 111 Roosevelt Avenue, sent some historical information on the previous owners of the 111 Roosevelt Avenue property and the burned house at 603 West First Street. Staff is working to add to the information provided, and will update the HPC when appropriate. Eric Halverson, owner of the Gustave and Amelia Benson House, 540 East 5<sup>th</sup> Street, is delaying his application to complete a remodel of the second floor of the house. He plans to apply at a later date.

**CONSIDERATION OF NEW BUSINESS**

**PULLIAM NAMING/DONOR OPPORTUNITIES**

Norm Rehme, President of the Pulliam Community Building Foundation, on behalf of its Board of Directors and the Foundation, is requesting the authority from the City of Loveland to honor significant donors of the Pulliam Building fundraising campaign by assigning a requested name to a room, fixture or equipment. The naming opportunity program includes several rooms, fixtures and equipment inside the

Pulliam Community Building. *Commissioner Cox moved to approve the naming opportunities request to City Council. Commissioner Kersley seconded the motion and it passed unanimously.*

## **WALK TOUR ONLINE**

Julie Trombley, GIS Specialist with the City of Loveland, created an online historic walking tour that includes residential and commercial properties. It will go live soon.

## **2<sup>nd</sup> GRADE CURRICULUM/HISTORY DAYS PARTICIPATION**

Commissioner Webb and Nikki Garshelis attended the August 8<sup>th</sup> 2<sup>nd</sup> Grade Curriculum Meeting at the Museum. Action items committed to were a version of the Walk Tour for 2<sup>nd</sup> graders and models of the Lone Tree School and Medina's Trading Post. Commissioners shared thoughts and ideas on ways to engage students.

## **FALL RETREAT DISCUSSION**

There was further discussion on topics to be included on the agenda for the fall retreat. The Commission discussed prioritizing items on the agenda, as well as the possibility of forming committees for some items.

Topics included:

- Holiday Outreach Event
- Historic Design Standards
- Bridge Plaque Promotion
- Table Top Coasters
- Walking Tour Update
- Marker Ideas for LHS Dunning Request

## **NEXT MEETING AGENDA**

1. Fall Retreat
2. Germans from Russia Survey Update
3. Great Western Railroad Update

## **COMMISSIONER COMMENTS**

- *Commissioner Cox* shared his concerns that some new downtown businesses are not following Historic Downtown Design Standards. *Commissioner Cox* would like to put a task force together to develop design guidelines for downtown.
- *Commissioner McCarn* welcomed *Commissioner Jones* and *Commissioner Webb*.

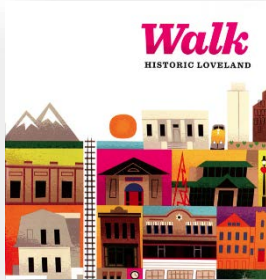
**Adjourned: 7:47 p.m.**

# LOVELAND HISTORIC PRESERVATION COMMISSION

## STAFF UPDATE

**Meeting Date:** September 17, 2018  
**To:** Loveland Historic Preservation Commission  
**From:** Nikki Garshelis, Development Services

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**Historic Walk Tour online and works on mobile devices:** City of Loveland GIS Specialist, Julie Trombley, has completed the online historic walk tour. It can be accessed from the Historic Preservation Webpage here:

<http://www.cityofloveland.org/departments/development-services/community-strategic-planning/historic-preservation/historic-walking-tour>

Or directly here:

<https://thelogicsystem.maps.arcgis.com/apps/Cascade/index.html?appid=3aaf0cfbac5744838fae67116e0c8678>

The Bike Tour is being revised and is not accessible for another week or so.

### **Great Western Railway Depot & Freight Building:**

A meeting with City Staff, Loveland Historical Society members, Commissioner Sutton and White was held on September 6. Incorporating the depot and freight building into the transit center is not practical due to cost and size of property. However, the group discussed another possibility and agreed to meet again toward the end of October after gathering more information.



**Pulliam Community Building Foundation Naming Opportunities:** The item approved by HPC for recommendation of Naming Opportunities for the Pulliam Building at the August 20 meeting is on the Tuesday September 18 City Council agenda.



Samantha Everett

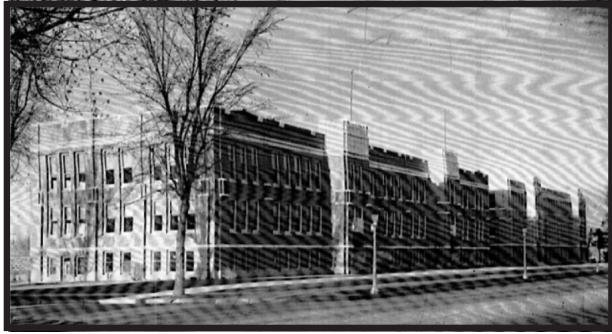
**Resignation:** John Schmacher, Chief Building Official for the Building Division and Development Services Department resigned effective September 6, 2018. Samantha Everett has taken his place as Acting Chief Building Official. Everett has over 17 years of experience in the building industry.

**Loveland Memories Book:** Development Services staff submitted an article about the importance of historic preservation along with the Library to be published in the back pages of the new Reporter Herald's book, Loveland Memories: The Early Years A Pictorial History. Photos in side the book were submitted by citizens, and selected by the Loveland Historical Society, the Loveland Museum and the Denver Public Library. The book will be available in December for purchase. The attached page is what will be published.



# City of Loveland

Since 1881



*Loveland High School 1918*

## CITY OF LOVELAND: WHERE HISTORY MATTERS

Winston Churchill once said, “We shape our buildings; thereafter, our buildings shape us.” That is especially true about many of Loveland’s old buildings.

Over 100 years ago, when the architect Robert Fuller was designing Loveland High School, now Bill Reed Middle School, he probably could not imagine how important it would become to so many people.

At the time, the Great Western Sugar Factory was the largest employer in Loveland. Some of Loveland’s high school students were allowed special hours to attend classes because they had to work in the beet fields.

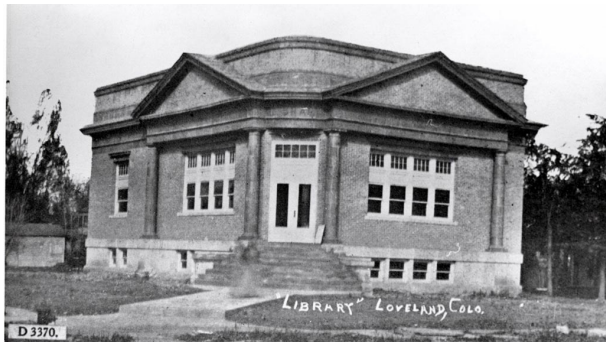
On November 22, 1963, then student, Barry Floyd, was instructed by the Assistant Principal, Ray Patterson, to run laps for being late. Mr. Patterson finally realized Barry’s tardiness was due to his learning about President Kennedy’s assassination and stopped his laps.

There are many similar stories from Loveland citizens that are linked with their experiences at the school.

History can be both tangible and intangible. Tan-

gible history refers to the old buildings and monuments. Buildings, like Bill Reed Middle School, are part of the community’s collective memory. Loveland’s buildings and memories connect the generations and shape and inspire their characters and their futures.

Preservation of historic buildings matters. Find out more about Loveland’s historic preservation program at: [Cityofloveland.org/historicpreservation](http://Cityofloveland.org/historicpreservation)



*Carnegie Library, opened in 1908 at the corner of 6th Street and Cleveland Avenue and served the city for 60 years.*

## LOVELAND PUBLIC LIBRARY: WHERE YOUR HISTORY MATTERS

The Loveland Public Library invites you to discover your history by exploring their collections, tapping into their databases and visiting their iCreate space. Whether you are exploring your genealogy, researching the history of your home, or are just curious about the history of our area, the library can help! Expert staff can help you navigate genealogy databases, find historic newspaper articles and even digitize your family photos.

With roots dating back to 1901, the Loveland Public Library has been inspiring, educating and engaging the people of Loveland. The Library’s historic

research collection provides a wealth of information about the people and places that make Loveland the interesting, vibrant and creative community that it is today.

The Local History collection is also available virtually. You can explore genealogy resources, local history collections, historic newspapers, city directories and telephone books online by visiting their website: [lovelandpubliclibrary.org](http://lovelandpubliclibrary.org)

The computer lab, technology classroom and iMake space give you the technology tools and training you need to bring your history to life. Take advantage of resources from free computer classes that help you navigate the digital world to printers, software and expert staff assistance. Visit the library today to find your family history, learn about the past or even make a 3D model of your home.



*The Friends of the Loveland Public Library support the Library through advocacy and fundraising.*



Where you can!

300 N. Adams Avenue, Loveland, CO 80537  
(970) 962-2665, [lovelandpubliclibrary.org](http://lovelandpubliclibrary.org)



City of Loveland

500 E. Third Street, Loveland, CO 80537  
(970) 962-2000, [cityofloveland.org](http://cityofloveland.org)

**FIRST READING: November 6, 2018**

**SECOND READING: \_\_\_\_\_**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING THE LOVELAND MUNICIPAL CODE AT CHAPTER 16.38, AND SECTION 16.38.072 REGARDING REPAYMENT OF WAIVED LOVELAND FIRE AUTHORITY IMPACT FEES BY THE CITY OF LOVELAND.**

**WHEREAS**, Loveland City Council in Loveland Municipal Code section 16.38.072 found it appropriate to exempt certain construction projects from Capital Expansion Fees [“CEFs”], when those projects are located within the boundaries of historic downtown Loveland. Council previously directed that there should be no reimbursement of these CEFs from the General Fund unless they were Utility Fees; and

**WHEREAS**, the City of Loveland entered into an Intergovernmental Agreement for the assessment, collection, and remittance of Emergency Services Impact Fees with the Loveland Fire Rescue Authority [hereinafter the “Authority”] effective January 1, 2018 (See Exhibit A); and

**WHEREAS**, the Authority was established to provide fire protection, rescue, and emergency services to the City and new developments within the City’s jurisdiction. The Authority’s services are paid for by the assessment of an Emergency Services Impact Fee which is assessed and collected by the City and remitted to the Authority [referred to as the Loveland Fire Authority Impact Fees – hereinafter “LFRA Fees”], pursuant to the purpose described in the Impact Fee Act of section 29-20-104.5, of Colorado Revised Statute (2018);

**WHEREAS**, the City agreed in the aforementioned Intergovernmental Agreement to impose the LFRA Fees on new developments that are currently located within the City, or that in the future becomes located within the City, in accordance with the Impact Fee Schedule; and remit (“backfill”) those fees to the Loveland Fire Authority; and

**WHEREAS**, City Council believes it is appropriate to backfill LFRA fees collected in historic downtown Loveland from the General Fund or some other appropriate fund; and

**WHEREAS**, it has been determined that from January 1, 2018 to date, the City should backfill the LFRA Impact Fees in the amount of \$2,837.00 from the General Fund (see Exhibit B).

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

**Section 1.** That Section 16.38.072 of the Loveland Municipal Code is hereby amended to read as follows:



### **16.38.072 Exemption for historic downtown Loveland.**

A. The capital expansion fees imposed by this chapter and any building permit fees imposed upon a construction project by the city, shall not be charged or collected for any construction project located within the boundaries of historic downtown Loveland. When a construction project is exempt from capital related fees pursuant to this section, there shall be no reimbursement to the capital expansion fund by the general fund or any other fund, unless the capital-related fee is a utility fee or charge or is a Loveland Fire Authority Impact Fee, in which case the affected utility fund, or Loveland Fire Authority Impact Fee, shall be reimbursed by the general fund or other appropriate fund.

B. As used in this section the term “historic downtown Loveland” means that area described as follows: Beginning at the point of intersection of the centerlines of Washington Avenue and E. 4th Street, then extending north along said centerline to the intersection of the centerline of the alley between E. 7th Street and E. 8th Street, then west along said centerline to the intersection of the centerline of the alley between N. Lincoln Avenue and N. Jefferson Avenue, then extending north along said centerline to its intersection with the intersection with the centerline of E. 10th Street, then west to the intersection with the centerline of N. Lincoln Avenue, then extending north along said centerline to the Great Western/Omni Railroad tracks, then west along said tracks to the intersection with the tracks of the Burlington Northern/Santa Fe Railroad, then north to the east/west extension of the centerline of the alley shown on the Plat of Geist Subdivision, then west along said centerline of the alley to its intersection with the centerline of Garfield Avenue, then south along the centerline of Garfield Avenue to the intersection of the centerline of 2nd Street SW, then to the northwest corner of the Henrickson Addition, then south along the west line of the Henrickson Addition and continuing south to the Farmers Ditch, then east along Farmers Ditch to the intersection of said ditch and the centerline of S. Cleveland Avenue, then north along the said centerline to the intersection of the centerline of 3rd Street SE, then east along said centerline to the intersection of the centerline of S. Jefferson Avenue, then north along the said centerline to the projected intersection of the south property line of the residence at 110 S. Jefferson Avenue, then east along the southern property line of said residence, then continuing east along south property line of the residence at 117 S. Washington Avenue, then east to the intersection of the centerlines of Washington Avenue and the alley between 1st Street SE and 2nd Street SE, then east along said centerline to the intersection of the centerline of Monroe Avenue, then north along the said centerline to the intersection of the centerline of E. 1st Street, then east along the said centerline to the intersection of the centerline of Hayes Avenue, then north along said centerline to the intersection of the centerline of E. 3rd Street, then west along said centerline to the west side of the Loveland/Greeley Ditch, then north along the ditch to the intersection of the centerline of E. 4th Street, then west along said centerline to the P.O.B.

**Section 2.** The General Fund shall be used to backfill the LFRA Impact Fees in the amount of \$2,387.00 to date for 2018.

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



ADOPTED this \_\_\_\_\_ day of November, 2018.

\_\_\_\_\_  
Jacki Marsh, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Assistant City Attorney

# Voucher History of LFRA Fees/Impact Fee Waivers

YTD as of 9/11/2018

		Waived LFRA Plan Check & Permit Fees	Waived LFRA Impact Fees (after Prior Use Credits applied)	Prior Use Credits (Fee reduction - info-NO BACKFILL APPLICABLE)
<b>Affordable Housing</b>				
Habitat for Humanity	18-01458, 235 Primrose Drive	0.00	895.00	0.00
Habitat for Humanity	18-01749, 1732 Valency Drive	0.00	895.00	0.00
Habitat for Humanity	18-01764, 1724 Valency Drive	0.00	895.00	0.00
<b>Total Habitat for Humanity</b>		<b>0.00</b>	<b>2,685.00</b>	<b>0.00</b>
Giuliano	18-00030, 3186 Thorn Circle		507.00	
Giuliano	18-00095, 3173 Thorn Circle		507.00	
Giuliano	18-00154, 3185 Thorn Circle		507.00	
Giuliano	18-00271, 3197 Thorn Circle		507.00	
Giuliano - Multi Family	18-00561, 2980 Kincaid Drive, Bldg B3		5,616.00	
<b>Total Giuliano</b>		<b>0.00</b>	<b>7,644.00</b>	<b>0.00</b>
<b>TOTAL Affordable Housing</b>		<b>0.00</b>	<b>15,945.00</b>	<b>0.00</b>
<b>Historic Downtown Loveland Area</b>				
HDLA	18-00082, 922 N. Garfield Bldg A	0.00	971.00	895.00
HDLA	18-00083, 922 N. Garfield Bldg B	0.00	971.00	895.00
HDLA	18-00228, 102 E. 1st	188.10	0.00	0.00
HDLA	18-00251, 129 E. 5th	349.80	0.00	0.00
HDLA	18-00400, 201 E. 5th	188.10	0.00	0.00
HDLA	18-00496, 141 E. 4th	1,136.03	0.00	0.00
HDLA	18-00668, 214 E. 4th	188.10	0.00	0.00
HDLA	18-00751, 256-260 S. Cleveland	0.00	895.00	895.00
HDLA	18-01245, 414 E. 6th	188.10	0.00	0.00
<b>Total HDLA</b>		<b>2,238.23</b>	<b>2,837.00</b>	<b>2,685.00</b>
Foundry (within HDLA)	17-02497, 256 E. 2nd (Hotel)	0.00	12,234.20	6,831.40
Foundry (within HDLA)	18-00947, 256 E. 2nd (Hotel)	1,089.83	0.00	0.00
Foundry (within HDLA)	18-01143, 285 E. 3rd (Theatre)	0.00	6,214.20	2,422.50
<b>Total Foundry</b>		<b>1,089.83</b>	<b>18,448.40</b>	<b>9,253.90</b>
<b>Total HDLA/Foundry</b>		<b>3,328.06</b>	<b>21,285.40</b>	<b>11,938.90</b>
<b>West Eisenhower Revitalization Zone</b>				
<b>NONE in 2018</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>City Permits</b>				
General Fund Permits	18-01229, 950 N Boyd Lake Ave (Sports Park)	0.00	78.00	0.00
General Fund Permits	18-01279, 950 N. Boyd Lake Ave (Sports Park)	0.00	360.00	0.00
<b>Total City General Fund Permits</b>		<b>0.00</b>	<b>438.00</b>	<b>0.00</b>
<b>Grand Total</b>		<b>3,328.06</b>	<b>37,668.40</b>	<b>11,938.90</b>

**INTERGOVERNMENTAL AGREEMENT FOR THE  
ASSESSMENT, COLLECTION, AND REMITTANCE OF EMERGENCY SERVICES  
IMPACT FEES**

This INTERGOVERNMENTAL AGREEMENT FOR THE ASSESSMENT, COLLECTION, AND REMITTANCE OF EMERGENCY SERVICES IMPACT FEES ("**Agreement**") is entered into by and between the City of Loveland ("**City**") and the Loveland Fire Rescue Authority ("**Authority**"). The City and the Authority are referred to collectively as the "**Parties**" or individually as a "**Party**".

**RECITALS**

**WHEREAS**, the City is a home rule municipality of the State of Colorado ("**State**"). The Authority is a public entity of the State established by the City and the Loveland Rural Fire Protection District ("**District**") on August 19, 2011 pursuant to that certain Intergovernmental Agreement for the Establishment and Operation of the Loveland Fire Rescue Authority as a Separate Governmental Entity;

**WHEREAS**, the Authority was established to provide fire protection, rescue, and emergency services (collectively, "**Emergency Services**"), as well as other services, to the citizens and property within its jurisdiction, and to individuals passing through its jurisdiction. The Authority's jurisdiction is comprised of the joint jurisdictional areas of the City and District;

**WHEREAS**, prior to the Authority's establishment, the City provided the Emergency Services within the City's jurisdiction and the District's jurisdiction directly, or, with respect to the District's jurisdiction, by contract through the City's Fire Rescue Department;

**WHEREAS**, historically, the City collected a fire services capital expansion fee on new development within the City's jurisdiction to provide or assist with the financing required to acquire, develop, and maintain fire stations and other Emergency Services capital facilities ("**City Fire CEF**");

**WHEREAS**, because the Authority now provides the Emergency Services to new development within the City's jurisdiction, the City determined that it should suspend collection of the City Fire CEF and, instead, an Emergency Services impact fee should be assessed and collected by the City and remitted to the Authority ("**Authority Impact Fee**") pursuant to and for the purposes described in the Impact Fee Act, C.R.S. § 29-20-104.5;

**WHEREAS**, the Authority obtained an Impact Fee Study dated October 19, 2017 to evaluate the nexus between new development within the Authority's jurisdiction and the projected impact that such development has on the Authority's Capital Facilities ("**Nexus Study**"). The Nexus Study quantified the reasonable impacts of both new residential and non-residential development on the Authority's Capital Facilities; and

**WHEREAS**, on November 13, 2017, the Authority's Board of Directors ("**Board**") adopted a Resolution approving an impact fee schedule at levels no greater than necessary to defray the impacts directly related to development within the Authority's jurisdiction as determined by the Nexus Study. A copy of the approved Impact Fee Schedule is attached hereto as Attachment 1; and

**WHEREAS**, in accordance with C.R.S. § 29-20-104.5(2)(c), the Parties desire to enter into this Agreement to define the Authority Impact Fee, and the process for assessment, collection, and remittance of the Authority Impact Fee, all in accordance with the requirements of the Impact Fee Act.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

## **AGREEMENT**

**1. Definitions.** In addition to the definitions provided elsewhere in this Agreement, the terms "***Development Permit***" and "***Capital Facility(ies)***" shall be defined as provided in C.R.S. §§ 29-20-103(1) and 29-20-104.5(4), respectively, including any amendments thereto.

**2. Establishment of the Authority Impact Fee.**

a. The City agrees to impose the Authority Impact Fee on new development that currently is located within the City, or that in the future becomes located within the City, in accordance with the attached Impact Fee Schedule, subject to inflation as set forth herein. The Authority Impact Fee shall be imposed on all new development for which a Development Permit application is submitted to the City on or after January 1, 2018; provided, however, that the City shall not be subject to the Authority Impact Fee for City-owned developments. Because the Authority Impact Fee represents a continuation of the City Fire CEFs previously assessed by the City, in the event the City receives payment of any City Fire CEFs related to a Development Permit application that was granted prior to January 1, 2018, but for which collection did not occur until on or after January 1, 2018, the City shall remit such payment to the Authority pursuant to paragraph 3(d) below.

On January 1, 2019, and on January 1 of each year thereafter in which the Authority Impact Fee is in effect, the amount of the Authority Impact Fee per dwelling unit for residential development and/or per square foot for nonresidential development may, upon the mutual agreement of the Parties, be adjusted to account for inflationary increases in the cost of providing public facilities, utilizing the most recent data from the Engineering News Record Construction Cost Index for the Denver metropolitan area.

b. The Authority will update the Nexus Study no less frequently than every three years ("***Updated Nexus Study***"). If the Updated Nexus Study recommends any changes to the Impact Fee Schedule, then the Authority Board may, after considering such recommendations, adopt a Resolution seeking an updated Impact Fee Schedule at a level no greater than necessary to defray the impacts of new development on the Authority's Capital Facilities ("***Updated Impact Fee Schedule***"). The Authority shall thereafter submit to the City a copy of: (i) the Updated Impact Fee Schedule; (ii) the Resolution seeking the Updated Impact Fee Schedule; and (iii) the Updated Nexus Study. Upon receipt and consideration of the foregoing, the City may, in its discretion, adopt and impose the Updated Impact Fee Schedule as provided in the Impact Fee Act. In exercising its discretion, the City may confer with the Authority with respect to the Updated Impact Fee Schedule, the Updated Nexus Study, or any other matter related thereto. Notwithstanding the foregoing, if the Updated Nexus Study recommends a decrease to all or any part of the Impact Fee Schedule, the Parties shall take the requisite actions necessary to implement the Updated Impact Fee Schedule to reflect the recommended decrease.

c. The City retains the right to waive the Authority Impact Fee on the development of low- or moderate-income housing or affordable employee housing as defined by the City, as provided in C.R.S. § 29-20-104.5(5), and the right to defer payment of the Authority Impact Fee until the issuance of a building permit or certificate of occupancy, as provided in C.R.S. § 29-20-104.5(6). Additionally, the City shall not be required to backfill the Authority Impact Fee, if waived under this paragraph 2(c), pursuant to Loveland Municipal Code 16.43.070(A), unless said section is hereafter amended by the City to provide for such backfill.

### **3. Procedures for Assessment, Collection, and Remittance.**

a. As part of its Development Permit application process, the City shall direct the developer of any proposed new development within the City's and Authority's joint jurisdictional boundaries to contact the Authority in order to confer regarding whether, under the Impact Fee Schedule (or any Updated Impact Fee Schedule), an Authority Impact Fee is owed and, if owed, the amount of the Authority Impact Fee. The developer and the Authority may mutually determine whether an in-kind contribution will be made by the developer to the Authority in lieu of paying all or portion of an Authority Impact Fee ("*In-Kind Contribution*"). The developer and the Authority shall sign an Impact Fee Form that is substantially the same as the form attached hereto as Attachment 2, stating one of the following: (i) an Authority Impact Fee is not owed; (ii) an Authority Impact Fee is owed and the amount of the Authority Impact Fee; or (iii) the developer will make an In-Kind Contribution as described in the Impact Fee Form.

b. The developer shall submit the signed Impact Fee Form with any other documentation required by the City as part of the Development Permit application process.

c. The City shall promptly notify the Authority of the City's final decision on whether to grant or deny the Development Permit application. If the City denies the Development Permit application, the developer shall not be required to pay an Authority Impact Fee or make an In-Kind Contribution to the Authority. If the City grants the Development Permit application, the Development Permit shall require the developer to pay the Authority Impact Fee or to make the In-Kind Contribution to the Authority.

d. The City shall collect any Authority Impact Fee owed by the developer concurrently with the collection of any other City capital expansion fees collected in connection with the development, or, if no City capital expansion fees will be collected, then prior to the issuance of a certificate of occupancy for any improvements within the development. The City shall remit all Authority Impact Fees received by the City to the Authority by daily automatic deposits to such financial account as is established by the Authority, or such other payment method as is mutually agreed upon by the Parties. Any In-Kind Contribution owed by the developer shall be made directly to the Authority, and the Authority shall promptly notify the City when it has accepted an In-Kind Contribution from the developer. The City shall not issue a certificate of occupancy for any improvements within the new development until the developer has paid the Authority Impact Fee to the City, or the Authority has notified the City that the Authority accepted the In-Kind Contribution from the developer. For purposes of this paragraph 3(d), if an In-Kind Contribution to be made by the developer constitutes construction of improvements, or the conveyance of any apparatus, equipment, or real property, then "acceptance" shall mean a written agreement between the Authority and the developer for such construction or conveyance.

e. The Authority shall not require a developer to provide any site-specific dedication or improvement to meet the same need for Capital Facilities for which the Authority Impact Fee is imposed. The Authority further agrees not to seek an Authority Impact Fee from a developer if the developer already is required to pay an impact fee or other similar development charge for another Capital Facility used to provide similar Emergency Services, or if the developer has voluntarily contributed money for such other Capital Facility.

f. The Authority shall account for all Authority Impact Fees in accordance with Part 8 of Article 1 of Title 29, Colorado Revised Statutes.

g. In the event the City is required to collect the Authority Impact Fee at any time other than concurrently with any other City capital expansion fees collected in connection with the development, then the City may assess an administrative fee of up to 2% to cover the actual and reasonable costs related to the collection and remittance of Authority Impact Fees.

h. Nothing contained in this Agreement shall invalidate any existing agreement for development charges between the Authority and a developer to pay for Capital Facilities.

**4. Effective Date and Term.** This Agreement is effective as of the date the last Party signs this Agreement and shall continue in effect until terminated in accordance with its terms.

**5. Termination.**

a. The Parties may at any time mutually agree in writing to terminate this Agreement.

b. The Authority may at any time terminate this Agreement upon 30 calendar days' prior written notice to the City.

c. The City may at any time provide written notice of intent to terminate this Agreement to the Authority; provided, that the City shall not provide such written notice within the first five years of this Agreement. Upon receipt of the written notice, the City and the Authority, or their authorized representatives, shall meet to discuss, in good faith, whether any amendments may be made to this Agreement or to the Authority Impact Fee upon which the Parties would mutually agree to continue this Agreement. If the parties are unable to agree upon any such amendments, then the City's notice of termination shall be effective on December 31 of the calendar year after the year in which notice is given.

d. In the event this Agreement is terminated by either Party, the City shall be provided with and shall have nonexclusive rights to use the Nexus Study and any Updated Nexus Study, as well as any and all other final studies, reports, analysis or other documentation adopted by the Board related to establishing the Impact Fee Schedule or Updated Impact Fee Schedule in order to assist the City in resuming the assessment and collection of a City Fire CEF.

**6. Default.** If either Party defaults in its performance under this Agreement, the non-defaulting Party shall provide written notification to the defaulting Party of the default. The defaulting Party shall have the right to cure, or to make substantial efforts to cure, the default within 30 calendar days after the non-defaulting Party's notice of default is given. If the defaulting Party fails to cure, or to make substantial efforts to cure, the default within the 30-day period, the non-defaulting Party, at its

option, may immediately terminate this Agreement or may elect to treat this Agreement as being in full force and effect. If the non-defaulting Party elects to treat this Agreement as being in full force and effect, then the non-defaulting Party shall have the right to bring an action for any remedy available to such Party in equity or at law; provided that any remedy of damages shall be limited to actual moneys owed and accrued interest associated with such moneys.

**7. Governmental Immunity.** Nothing in this Agreement shall be construed as a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, the Parties under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

**8. Defense of the City.** To the extent permitted by law, the Authority shall indemnify and hold harmless the City, its officers, agents, and employees from and against any and all claims, liabilities, costs, expenses, penalties, attorneys' fees, and defense costs (collectively, "Claims") arising from a denial of a certificate of occupancy or other City-issued permit due to nonpayment of any Authority Impact Fee or failure to make an In-Kind Contribution, the Impact Fee Schedule, the Updated Impact Fee Schedule, or the failure of the Authority to comply with C.R.S. § 29-20-104.5, *et seq.* To the extent permitted by law, the Authority shall, at its own cost, investigate, handle, respond to, and defend against such liability, claims, or demands related thereto and shall bear all other related costs and expenses, including court costs and attorneys' fees. The Authority shall have the right to select legal counsel to represent it in connection with any Claims coming within this paragraph 8.

**9. Entire Agreement.** This Agreement is the entire Agreement between the Parties with respect to the matters covered by it, and supersedes any prior understanding or agreements, oral or written, with respect thereto.

**10. Notices and Requests.** Any notice permitted or required by this Agreement shall be in writing and shall be hand-delivered or sent by certified or registered mail, postage prepaid, return receipt requested, to the following addresses. Notices are effective upon receipt.

City of Loveland  
Attn: City Manager  
500 E. Third Street  
Loveland, CO 80537

Loveland Fire Rescue Authority  
Attn: Fire Chief  
410 E. Fifth Street  
Loveland, CO 80537

With a copy to:

City Attorney's Office  
Attn: City Attorney  
500 East Third Street  
Loveland, CO 80537

**11. Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Colorado. In addition, the Parties acknowledge that there are legal constraints imposed upon each of the Parties by the constitutions, statutes, and rules and regulations of the State of Colorado and of the United States and imposed upon the City by its Charter and Code, and that, subject to such constraints, the Parties intend to carry out the terms and conditions of this Agreement. Notwithstanding any other provision of this Agreement to the contrary, in no event shall either of the Parties be required to exercise



any power or take any action which shall be prohibited by applicable law. Whenever possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law. Venue for any judicial proceeding concerning this Agreement shall be exclusively in the District Court for Larimer County, Colorado.

**12. Financial Obligations of the Parties.** Any financial obligation of a Party under this Agreement is contingent upon appropriation, budgeting, and availability of specific funds to discharge those obligations. Nothing in this Agreement constitutes a debt, a direct or indirect multiple fiscal year financial obligation, a pledge of a Party's credit, or a payment guarantee by one Party to the other.

**13. Miscellaneous.** This Agreement may be amended only by a document signed by the Parties. Course of performance, no matter how long, shall not constitute an amendment to this Agreement. If any provision of this Agreement is held invalid or unenforceable, all other provisions shall continue in full force and effect. Waiver of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach of this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties and their legal representatives and successors. Neither Party shall assign this Agreement. This Agreement is not intended to, and shall not, confer rights on any person or entity not named as a party to this Agreement. This Agreement may be executed in counterparts and by facsimile or electronic PDF, each of which shall be deemed an original and all of which shall constitute one and the same instrument.

**[SIGNATURE PAGE IMMEDIATELY FOLLOWS]**

IN WITNESS WHEREOF, the Parties have executed this Agreement.

**CITY OF LOVELAND**, a home rule  
municipality of the State of Colorado

By: Stephen C. Adams  
Stephen C. Adams, City Manager

**LOVELAND FIRE RESCUE AUTHORITY**,  
a public entity of the State of Colorado

By: Jeffrey G. Swanty  
Jeffrey G. Swanty, Chairman

ATTESTED:  
[Signature]  
City Clerk, Acting

ATTESTED:  
[Signature]  
Secretary



Attachment 1

LOVELAND FIRE RESCUE AUTHORITY  
EMERGENCY SERVICES IMPACT FEE SCHEDULE  
Effective January 1, 2018

Residential	
Unit Type	Fee Per Dwelling Unit
Single Family	\$895.00
Multifamily	\$622.00

Nonresidential	
Use Type	Fee Per Square Foot
Commercial	\$0.30
Industrial	\$0.03

No developer will be required to provide any site-specific dedication or improvement to meet the same need for Capital Facilities for which the impact fee is imposed, and no impact will be imposed on a developer if the developer already is required to pay an impact fee or other similar development charge for another Capital Facility used to provide similar Emergency Services, or if the developer has voluntarily made a commensurate contribution of money for such other Capital Facility.

Attachment 2

LOVELAND FIRE RESCUE AUTHORITY  
IMPACT FEE FORM

<b>Developer Information</b>			
Development Company			State of Incorporation
Address			
Telephone		Fax	
<b>Contact Person</b>			
Name		Title	
Telephone		Cell Phone	
Email Address			
<b>Development Information</b>			
Name of Development		Location (Address or Cross Streets)	
<b>Residential Units</b>		<b>Non-Residential Uses</b>	
Single Family (\$895.00 per unit)		Commercial (\$0.30 per square foot)	
Multifamily (\$622.00 per unit)		Industrial (\$0.03 per square foot)	
<b>Impact Fee</b>			
Check one: <input type="checkbox"/> No impact fee owed or <input type="checkbox"/> Impact fee owed in the amount of \$ _____			
If applicable: <input type="checkbox"/> An in-kind contribution will be made in lieu of paying all or a portion of an impact fee. Description of the in-kind contribution (attach additional information if necessary) and amount of impact fee off-set:   			

The developer must submit this signed Impact Fee Form with the other documentation required by the City of Loveland as part of its development permit application process. If the City denies the application, the developer is not required to pay the Impact Fee or make an In-Kind Contribution to the Authority. If the City grants the application and issues a development permit, the developer must pay the Impact Fee and/or make the In-Kind Contribution or enter into a written agreement with the Authority to make the In-Kind Contribution before the City will issue a certificate of occupancy for any improvements within the development.

DEVELOPER:

By: \_\_\_\_\_  
Date: \_\_\_\_\_

LOVELAND FIRE RESCUE AUTHORITY:

By: \_\_\_\_\_, Fire Chief  
Date: \_\_\_\_\_