

Appendix B-1

NOTE: Appendix Forms and Information are for Reference Only. Contact Local Entity Engineer for Original Forms and Current Information.

City of Loveland Reimbursement Forms:

- Reimbursement Agreement for New Street Construction & Related Exhibits
- Agreement for Incomplete Public Improvements Cash Deposit & Related Exhibits
- Agreement for Incomplete Public Improvements Letter of Credit & Related Exhibits
- Agreement for Incomplete Development Improvements Cash Deposit & Related Exhibits
- Agreement for Incomplete Development Improvements Letter of Credit & Related Exhibits

**REIMBURSEMENT AGREEMENT
FOR
NEW STREET CONSTRUCTION**

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, by and between the CITY OF LOVELAND, COLORADO, a municipal corporation, hereinafter called the “City” and _____, hereinafter called the “Developer”,

W I T N E S S E T H

WHEREAS, the City has required that the Developer provide for and the Developer finds it necessary and desirable to provide for the installation of certain improvements (“Improvements”) which are the subject of this Agreement and which Improvements are described in more detail in Exhibit A, attached hereto; and

WHEREAS, pursuant to the Reimbursement Policy for New Street Construction adopted by the City (“Policy”), the City and the Developer desire to enter into this Agreement in order for the City to attempt to collect a charge per front foot from the owners of abutting properties prior to the issuance of any building permits for the abutting properties;

NOW THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

1. **REIMBURSEMENT.**

It is agreed that the Developer shall have an opportunity to be reimbursed from subsequent future development or re-development of property adjacent to and abutting the Improvements installed by the Developer (“Obligated Property”) for a portion of actual costs of the Improvements.

Attached hereto as Exhibit B is a listing of the total certified cost of the Improvements eligible for reimbursement.

Attached hereto as Exhibit C is a description of each Obligated Property and the name, address and telephone number of the owner of each Obligated Property adjacent to and abutting the eligible Improvements. It shall be the Developer’s obligation to maintain the accuracy of this Exhibit and to provide the notice required by the Policy.

Attached hereto as Exhibit D is a calculation of the frontage of each Obligated Property and the reimbursement amount due from each Obligated Property based on the certified costs.

For the purpose of providing an opportunity for reimbursement to the Developer, the City agrees, subject to the provisions contained in this Agreement, to attempt to collect certain sums of money as set forth herein, in addition to all other fees and sums collected by the

City, from those owners who commence subsequent future development or re-development of the Obligated Property prior to the issuance of a building permit on the Obligated Property. Any undeveloped portions, lots, or pieces of property that result from the splitting, subdividing or replatting of any of the Obligated Properties after the date this agreement is recorded are subject to this Agreement. The Developer acknowledges that the issuance of any building permits on any split, subdivided or replatted portion of the Obligated Properties which occurred prior to the date this Agreement is recorded may prevent the applicability of this Agreement to certain portions of the Obligated Properties. The City makes no representations as to the applicability of this Agreement to any portion of the Obligated Properties which may have been split, subdivided, replatted and developed prior to the date this Agreement is recorded.

- a) At, or prior to, the issuance of a building permit for any development or re-development within the Obligated Property, the City shall attempt to collect from the applicable owner the reimbursement amount set forth in Exhibit D subject to adjustment as set forth below.
- b) The sum of money paid by each obligated property shall be the amount, as calculated above, multiplied by the ratio of the Engineering News Record (ENR) construction cost index for Denver for the month in which the reimbursement payment is made, divided by _____, the construction cost index for _____ when the construction cost was paid by the Developer.
- c) Any fees collected by the City shall be payable to the Developer as reimbursement for the costs of installing the Improvements. Within sixty (60) days of receipt of any fees from the owner(s) of the Obligated Property, the City shall provide written notification to the Developer at _____
_____. The City's obligation to pay the collected fees shall be conditioned upon the Developer making written request to the City Engineer for payment of the fees within one year of their collection by the City. Failure to make such a request shall result in the collected fees becoming the sole property of the City.
- d) The obligations of the City under this Agreement in attempting to assess and collect the reimbursement fees described herein are offered solely as an accommodation to the Developer. Accordingly, the City shall not be liable to the Developer for the City's failure in any fashion to collect the monies specified herein and shall have no obligation to commence litigation for the purpose of attempting to make such collection. In the event the City's attempt to collect such charge, including without limitation the City's withholding of building permits, results in the filing of any claim against the City and/or the commencement of litigation against the City, Developer agrees to pay all costs and fees incurred by the City in defense of the same, including without limitation, reasonable attorneys fees. Developer further agrees to indemnify and hold harmless the City from any damages or awards arising from or relating to any such claim or litigation. Prior to the City being required to litigate any claim under this Agreement, the City may require the Developer to pay to the City cash funds or provide the City other collateral acceptable to the City sufficient to cover the amount of any damages

sought in the litigation as well as a reasonable amount to cover the City's anticipated costs and attorneys' fees in the litigation or, if damages are not sought in the lawsuit, then such amount as the City may consider reasonably necessary to ensure payment of all the City's costs and attorneys fees which may result therefrom. Notwithstanding the foregoing, the City shall not commence any litigation to collect any charge under this Agreement without the prior written consent of the Developer.

- e) Payments of fees collected shall be made to the Developer prior to the last day of each year during the term of this Agreement. The Developer's failure to comply with all of the requirements, terms and conditions of the Policy, attached hereto as Exhibit E, including the notice requirements, shall relieve the City of any obligation to impose the fees upon the Obligated Property and to make any payment to the Developer.
- f) In the event that the Developer is in default with regard to any other obligation to the City, the City shall have the right to set off any reimbursement which may be due to the Developer hereunder to satisfy, in whole or in part, any such default.

2. **TERM, EFFECT AND INTEGRATION.**

It is expressly understood and agreed that the terms of this Agreement shall be binding upon and inure to the benefit of the heirs, successors, representatives, and assigns of the parties hereto; and that the reimbursement provisions of this Agreement shall be in force and effect only for a period of 10 years from the date of acceptance of the Improvements unless extended by the City Council, or until maximum reimbursement is made prior to expiration of the term of this Agreement.

This Agreement and any rights hereunder may not be assigned without the written consent of the parties hereto, which consent shall not be unreasonably withheld.

Documents attached to this Agreement are:

- 1. Exhibit A – Description of Improvements;
- 2. Exhibit B – Certified Reimbursement Costs;
- 3. Exhibit C – Description of Obligated Property and list of owners;
- 4. Exhibit D – Calculation of Reimbursement Amounts;
- 5. Exhibit E – Reimbursement Policy for New Street Construction;
- 6. Exhibit F – Construction Improvements Map.

This Agreement constitutes the entire Agreement of the parties, and may be altered, amended or revised only by written agreement of the parties hereto.

City of Loveland Reimbursement Forms
THE CITY OF LOVELAND
A Municipal Corporation

ATTEST:

City Engineer

City Clerk

APPROVED AS TO FORM:

City Attorney

State of Colorado)
)
County of Larimer)

Subscribed and sworn to before me this _____ day of _____, 20____,
by _____, City Engineer and _____, City Clerk.
My commission expires _____.

S E A L

Notary Public

_____, Developer

By: _____

Title: _____

ATTEST:

Corporate Secretary

State of Colorado)

)

County of Larimer)

Subscribed and sworn to before me this _____ day of _____, 20____,
by _____, Corporate _____, and
_____, Corporate Secretary.

My commission expires _____.

S E A L

Notary Public

EXHIBIT A

STREET REIMBURSEMENT AGREEMENT

Description of Improvements:

EXHIBIT A

STREET REIMBURSEMENT AGREEMENT

Description of Improvements:

Public street construction along North Wilson Avenue of which 1/2 of the center 34' for a length of 1074' is adjacent to the properties of Buck First and Second Additions.

EXAMPLE

EXHIBIT B

STREET REIMBURSEMENT AGREEMENT

Certified Reimbursement Costs:

PERMANENT PUBLIC STREET IMPROVEMENTS INSTALLED FOR _____

Date of City Acceptance for the Completed Street Improvements _____

DESCRIPTION OF BASIC CONSTRUCTION AND CERTIFIED COST ELEMENTS:				
QTY	UNIT	ITEM	UNIT COST	EXTENDED COST
	LF	Curb and gutter installed for the roadway		\$ 0.00
	LF	Sidewalk installed along the roadway (within public street right-of-way or pedestrian easement)		\$ 0.00
		Accesses constructed onto the roadway (includes street pans, radii curb returns, and/or handicap ramps)		\$ 0.00
	CY	Excavation removed for the roadway		\$ 0.00
	CY	Fill installed for the roadway		\$ 0.00
	SY	Pavement section installed for the roadway (includes layers of asphalt and base course(s))		\$ 0.00
	SY	Subgrade prep installed for the roadway		\$ 0.00
Cost of permanent drainage facilities installed for the roadway				
Cost of testing materials for construction of the roadway				
Cost of signs, striping, and barricades installed for/on the roadway				
Traffic control costs incurred during and for construction of the roadway				
Actual design costs incurred for the public street improvements				
Actual finance costs incurred for the public street improvements				
Actual administration costs incurred for the public street improvements				
TOTAL COST OF THE PERMANENT PUBLIC STREET IMPROVEMENTS				

EXHIBIT B

STREET REIMBURSEMENT AGREEMENT

Letters with Detailed Breakdown of Eligible Fees and Certification of Payment of Eligible Fees

EXHIBIT B

STREET REIMBURSEMENT AGREEMENT

Certified Reimbursement Costs:

PERMANENT PUBLIC STREET IMPROVEMENTS INSTALLED FOR North Wilson Avenue

Date of City Acceptance for the Completed Street Improvements September 15, 1995

DESCRIPTION OF BASIC CONSTRUCTION AND CERTIFIED COST ELEMENTS:				
QTY	UNIT	ITEM	UNIT COST	EXTENDED COST
0	LF	Curb and gutter installed for the roadway		\$ 0.00
0	LF	Sidewalk installed along the roadway (within public street right-of-way or pedestrian easement)		\$ 0.00
0		Accesses constructed onto the roadway (includes street pans, radii curb returns, and/or handicap ramps)		\$ 0.00
49	CY	Excavation removed for the roadway	\$5.60	\$ 274.40
0	CY	Fill installed for the roadway		\$ 0.00
108	SY	9" Hot Bituminous Pavement section installed for the roadway	\$13.35	\$ 1,441.80
900	SY	1-1/2" Asphalt Overlay Pavement section installed for the roadway	\$2.45	\$ 2,205.00
1015	SY	4" Hot Bituminous Pavement section installed for the roadway	\$6.90	\$ 7,003.50
147	SY	Subgrade prep installed for the roadway	\$1.20	\$ 176.40
Cost of permanent drainage facilities installed for the roadway				\$ 0.00
Cost of testing materials for construction of the roadway				\$ 0.00
Cost of signs, striping, and barricades installed for/on the roadway				\$ 0.00
Traffic control costs incurred during and for construction of the roadway				\$ 1,125.00
Actual design costs incurred for the public street improvements				\$ 800.00
Actual finance costs incurred for the public street improvements				\$ 0.00
Actual administration costs incurred for the public street improvements				\$ 0.00
TOTAL COST OF THE PERMANENT PUBLIC STREET IMPROVEMENTS				\$13,026.10

EXHIBIT B

STREET REIMBURSEMENT AGREEMENT

July 8, 1998

Mr. Greg Muhonen
City of Loveland
Community Services
500 East Third
Loveland, CO 80537

Re: North Wilson Avenue Improvements in the Emerald Glen Subdivision

Dear Mr. Muhonen:

This letter hereby certifies that all fees owed to Connell Resources Inc. for the eligible North Wilson Avenue improvements (See attached Schedule 4) have been paid in full. The fees were paid by Glen Properties, Inc. with check #1104, dated September 13, 1995.

If you have any questions or need further information, please call me at (970) 223-3151.

Sincerely,

Connell Resources Inc.

EXHIBIT C

STREET REIMBURSEMENT AGREEMENT

Description of Obligated Property and List of Owners:

EXHIBIT C

STREET REIMBURSEMENT AGREEMENT

Description of Obligated Property and List of Owners:

Tract A, Buck 1st Addition
Assessor's parcel #9504005001
Book: 8800 Page: 7305

Tract A, Buck 2nd Addition
Assessor's parcel #9504006001
Book: 8800 Page: 7302

Owner of both properties:

JS Buck & Assoc
813 Marble Dr
Fort Collins, CO 80526

EXAMPLE

EXHIBIT D

STREET REIMBURSEMENT AGREEMENT

Calculation of Reimbursement Amounts:

			Total
Owner			
Frontage (ft.)			
% of Total			100%
Share of Costs*	\$0.00	\$0.00	\$0.00
City Fee** (deduction)			(\$0.00)
Reimbursement			\$ 0.00

*Amounts subject to collection by the City of Loveland at or prior to issuance of a building permit for any development or re-development of the above described properties. Amounts subject to adjustment as set forth in the Street Reimbursement Agreement item 1(b).

**\$500.00 or 3%, whichever is greater, service charge will be deducted from the reimbursement to the installing developer when the obligated amount is collected.

EXHIBIT D

STREET REIMBURSEMENT AGREEMENT

Calculation of Reimbursement Amounts:

	Tract A, Buck 1st Addition	Tract A, Buck 2nd Addition	Total
Owner	JS Buck & Assoc.	JS Buck & Assoc.	
Frontage (ft.)	449	625	1074
% of Total	41.81%	58.19%	100%
Share of Costs*	\$5,446.21	\$7,579.89	\$13,026.10
City Fee** (deduction)			(\$500.00)
Reimbursement			\$12,526.10

*Amounts subject to collection by the City of Loveland at or prior to issuance of a building permit for any development or re-development of the above described properties. Amounts subject to adjustment as set forth in the Street Reimbursement Agreement item 1(b).

**\$500.00 or 3%, whichever is greater, service charge will be deducted from the reimbursement to the installing developer when the obligated amount is collected.

EXAMPLE

EXHIBIT E

STREET REIMBURSEMENT AGREEMENT

Reimbursement Policy (Non-Capital Expansion Fee Streets)

General. When any Developer, as a Local Entity-required condition of development, constructs a public street, alley or pedestrian-bike way to serve property through undeveloped areas or areas that may be redeveloped, or constructs a public street, alley or pedestrian-bike way along the perimeter of the property, the entire cost of such construction, including acquisition of all necessary rights-of-way, shall be the responsibility of such person or Developer.

1. Front Footage Charge. If the following conditions are satisfied, the installing Developer may enter into a reimbursement agreement with the Local Entity such that, as a condition of approval of subsequent development or re-development of property adjacent to the newly constructed public street, alley or pedestrian-bike way, the Local Entity may collect a front footage charge from the abutting Developer prior to the issuance of any building permits for the abutting property. The front footage charge shall be established by prorating the total amount of original certified costs to the lineal frontage of all properties abutting the constructed improvement.
2. Notice of Agreement. The Local Entity shall not attempt to make such collection until the reimbursement agreement is properly prepared and executed and the owners of abutting property have received or reasonably should have received notice of the reimbursement agreement.
3. Letter of Intent. Within thirty (30) days of the completion and acceptance by the Local Entity of such improvements, the Developer shall notify the Local Entity in writing of its intent to enter into a proper reimbursement agreement with the Local Entity.
4. Full Payment. All costs for the construction of improvements must be fully paid by the Developer before such person shall be entitled to reimbursement under any agreement established hereunder.
5. Documentation of Costs and Obligated Properties. After written acknowledgement by the Local Entity of receipt of said written intent to enter into a reimbursement agreement, the Developer shall have sixty (60) days to provide the Local Entity Engineer with copies of the following:
 - a. A letter from the Designer with detailed breakdown of all fees that are directly attributable to the street, alley or pedestrian-bike way improvements eligible for reimbursement and a statement certifying that all such fees have been paid in full.

EXHIBIT E

STREET REIMBURSEMENT AGREEMENT

- b. A letter from the Developer's Contractor with a detailed breakdown of costs for all improvements eligible for reimbursement and a statement certifying that all such costs have been paid in full.
 - c. A letter from the Developer's financing office certifying any financial charges assessed that are eligible for reimbursement.
 - d. An accurate map prepared by a licensed Engineer or Surveyor which shows:
 - 1) the location and limits of the eligible street, alley or pedestrian-bike way improvements;
 - 2) the name, address and telephone phone number of the owner of each property abutting the eligible improvements;
 - 3) the frontage of each property (with lineal footage shown);
 - 4) the reimbursement amount due from each property based on the original certified costs, divided by the frontage of all abutting properties, multiplied by the frontage of the individual property;
 - 5) the book, page and reception number from the records of the County Clerk and Recorder or the name of the recorded plat from which the information for each property was obtained; and
 - 6) any other information deemed necessary by the Local Entity Engineer to properly prepare a reimbursement agreement.
6. Reimbursement Agreement Forms. After receipt of written notice from the Local Entity Engineer documenting Certified Costs, the Developer shall provide City three signed original Reimbursement Agreement forms to the Local Entity. (Refer to Appendix B-1 of the Larimer County Urban Area Street Standards for Reimbursement Agreement.) Following execution of the agreement by the Local Entity, two signed originals shall be returned to the Developer, who shall record the agreement with the Larimer County Clerk and Recorder.
7. Notification of Agreement. After execution and recording of the reimbursement agreement, the installing Developer shall certify, by affidavit, that all owners of properties obligated to provide reimbursement have been notified in writing through certified mail with return receipt requested. The Local Entity shall then cause to be published a public notice listing the properties and reimbursement amounts. The Local Entity shall endeavor to provide notice on future plats of property obligated to provide reimbursement of the

EXHIBIT E

STREET REIMBURSEMENT AGREEMENT

recorded agreement, but the failure to provide notice shall not relieve the owner of the platted property of any reimbursement obligation.

8. Inflation Adjustment. The amount of the reimbursement assessed by the Local Entity for each adjacent property as it develops shall be based on the certified costs of the improvements plus an adjustment for inflation based on the construction cost index for Denver, Colorado, as published monthly by "Engineering News Record." The Local Entity Engineer's determination concerning total eligible costs shall be final.
9. Collection. The Local Entity's obligation to reimburse the Developer shall be contingent upon the Local Entity's actual collection of the front footage charge from the abutting developer. The Local Entity shall have no obligation to reimburse any funds that it fails to collect, for whatever reason, provided that the Local Entity made a good faith attempt to collect such funds.
10. Payment. When the front footage charge is collected, the Local Entity shall reimburse the installing developer to the extent of such collection after deducting a service charge of \$500 or three (3) percent of the amount collected, whichever is greater, to cover the Local Entity's legal, engineering and administrative costs.

Funds collected pursuant to a reimbursement agreement shall be paid to such person as identified in the agreement, and if such person cannot be found, to an alternate if designated in the agreement.

11. Limitations. Any right to reimbursement pursuant to this provision shall not exceed a period of ten (10) years from the acceptance by the Local Entity of the street, alley or pedestrian-bike improvements. The Local Entity Governing Body may approve extensions of the reimbursement agreement for additional ten year periods. No such reimbursement shall be made unless the person entitled to reimbursement has fully satisfied their obligations under any other agreements with the Local Entity.

EXHIBIT F

STREET REIMBURSEMENT AGREEMENT

Map:

**AGREEMENT FOR
INCOMPLETE PUBLIC IMPROVEMENTS
WITH CASH DEPOSIT AGREEMENT**

RELATING TO THE DEVELOPMENT OF:

THIS AGREEMENT, dated this _____ day of _____, 200__, between the City of Loveland, Colorado, a Municipal Corporation (hereinafter called "City") and ***** hereinafter called "Developer"),

WITNESSETH:

WHEREAS, Developer has or intends to apply for building permits and certificates of occupancy ("permit") on property legally described as on Exhibit "A" attached hereto and incorporated herein ("property"); and

WHEREAS, Chapters 16.40 and 18.46 of the Loveland Municipal Code require that certain improvements be made on and in the area of the property, and that the Developer comply with other conditions and requirements of the City pursuant to said Code; and

WHEREAS, the City is willing to issue said permit upon the agreement of the Developer herein set forth, and subject to all requirements, terms and conditions of the ordinances of the City and other applicable laws, rules and regulations; and

WHEREAS, City and Developer mutually acknowledge and agree that the matters hereinafter set forth are reasonable conditions and requirements to be imposed by City in connection with its granting of said permit, and that such matters are necessary to protect, promote and enhance the public welfare; and

WHEREAS, it is further mutually acknowledged that City is entitled to other assurance that the matters hereinafter agreed to will be performed as agreed by Developer, and in that regard, Developer will furnish to City a cash deposit.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained, it is agreed as follows:

1. All improvements to be installed, work to be done and other improvements described on Exhibit "A" ("improvements"), shall be completed by Developer according to the applicable standards, rules and regulations of the City, and in compliance with the approved Final Development Plans for ***** **Subdivision**, as on file with the City.
2. Except where a lesser time period is prescribed, all improvements herein described and all matters herein agreed to be performed shall be installed or performed by Developer by *****.

3. Developer agrees to and hereby does submit with this Agreement a certified or cashier's check, acceptable to the City in the amount of ***** (\$*****) (Developer's Deposit) which is the estimated cost of satisfaction of the improvement herein described. The City may deposit Developer's Deposit in a City interest bearing account and agrees to hold Developer's Deposit as collateral for Developer's promise to construct the improvements. If Developer does not construct the improvements herein described, and perform all matters herein agreed to be performed, by ***** to the City's satisfaction, the City shall be entitled to use Developer's Deposit as it deems appropriate for the purpose of completing the improvements itself or by contract with a third party. Developer agrees that it is obligated for the actual cost of constructing the improvements and Developer's Deposit is only collateral for Developer's promise to pay such cost. If Developer constructs the improvements and upon inspection and acceptance of the improvement by the City, the City will refund Developer's Deposit, less any interest earned, to the Developer.

4. Developer acknowledges that time is of the essence of this Agreement. Developer's failure to complete the improvements herein described, and perform all matters herein agreed to be performed, to the City's satisfaction by ***** shall be deemed a substantial and material breach of this Agreement.

5. In the event that Developer breaches its obligations under this Agreement, the City shall be entitled to direct and consequential monetary damages, equitable relief, including specific performance, and such other remedies at law or in equity as may be available under applicable law. In the event of litigation relating to or arising out of this Agreement, the prevailing party, whether plaintiff or defendant, shall be entitled to recover its costs and reasonable attorneys' fees from the non-prevailing party.

6. This agreement, and the terms, conditions and covenants herein contained, shall be deemed to complement and shall be in addition to the conditions and requirements of the ordinances of the City of Loveland and other applicable laws, rules and regulations. Notwithstanding anything herein contained to the contrary, Developer, in developing the subject property shall fully comply with all applicable ordinances, rules, regulations, standards and laws.

7. Upon execution of this agreement by the parties hereto and upon submittal of the Developer's Deposit to City, and provided all other conditions not herein contained have been met by Developer, City agrees to grant the subject permit.

EXHIBIT "A"

Date: _____

Summary of requirement for property legally described as: **** **Subdivision**
Estimated cost for the following Incomplete Public Improvements:

DESCRIPTION OF ITEMS	TOTAL COST
1.	\$
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	
13.	
14.	
15.	
16.	
17.	
18.	
	Subtotal \$
	+10% Contingency & Inflation
	* Total \$

* Estimate Only

Approved by (Initials):

_____ Developer

_____ City Engineer

Reviewed by: _____

**AGREEMENT FOR
INCOMPLETE PUBLIC IMPROVEMENTS
LETTER OF CREDIT**

RELATING TO THE DEVELOPMENT OF:

THIS AGREEMENT, dated this _____ day of _____, 200__, between the City of Loveland, Colorado, a Municipal Corporation (hereinafter called "City") and ***** (hereinafter called "Developer"),

WITNESSETH:

WHEREAS, Developer has or intends to apply for building permits and certificates of occupancy ("permit") on property legally described as on Exhibit "A" attached hereto and incorporated herein ("property"); and

WHEREAS, Chapters 16.40, and 18.46 of the Loveland Municipal Code require that certain improvements be made on and in the area of the property, and that the Developer comply with other conditions and requirements of the City pursuant to said Code; and

WHEREAS, the City is willing to issue said permits and certificates upon the agreement of the Developer herein set forth, and subject to all requirements, terms and conditions of the ordinances of the City and other applicable laws, rules and regulations; and

WHEREAS, City and Developer mutually acknowledge and agree that the matters hereinafter set forth are reasonable conditions and requirements to be imposed by City in connection with its granting of said permit, and that such matters are necessary to protect, promote and enhance the public welfare; and

WHEREAS, it is further mutually acknowledged that City is entitled to other assurance that the matters hereinafter agreed to will be performed as agreed by Developer, and in that regard, Developer will furnish to City a letter from a bank or other financial institution acceptable to City.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained, it is agreed as follows:

1. All improvements to be installed, work to be done and other improvements described on Exhibit "A" ("improvements"), shall be completed by Developer according to the applicable

standards, rules and regulations of the City, and in compliance with the approved Final Development Plans for the **** **Subdivision** as on file with the City.

2. Except where a lesser time period is prescribed, all improvements herein described and all matters herein agreed to be performed shall be installed or performed by the Developer by ****.

3. It is estimated that the cost of satisfaction of the improvements herein described will not exceed **** (\$*****). Developer will furnish City a letter of credit from a bank or other financial institution ("issuer") acceptable to City, guaranteeing that funds in the amount of the aforesaid estimated cost are held by it for the account of Developer for the purpose of securing Developer's promise to make the required improvements. The letter of credit shall strictly comply with Exhibit "B" attached hereto and incorporated herein. In the event that Developer does not complete the improvements herein described, and perform all matters herein agreed to be performed, by **** to the City's satisfaction, City shall be entitled to draw down such funds under the letter of credit as it deems appropriate for the purpose of completing the improvements itself or by contract with a third party. Should City not require all funds that it draws to complete the required improvements, it shall refund the balance to Developer. However, nothing herein shall in any way limit the Developer's obligations hereunder, and Developer shall, in any event, remain liable for completion of all requirements herein provided for and for payment for the actual cost of all work and materials utilized in the completion of said improvements, notwithstanding the estimated cost in sentence one of this paragraph.

4. Developer acknowledges that time is of the essence of this Agreement. Developer's failure to complete the improvements herein described, and perform all matters herein agreed to be performed, to the City's satisfaction by **** shall be deemed a substantial and material breach of this Agreement.

5. In the event that Developer breaches its obligations under this Agreement, the City shall be entitled to direct and consequential monetary damages, equitable relief, including specific performance, and such other remedies at law or in equity as may be available under applicable law. In the event of litigation relating to or arising out of this Agreement, the prevailing whether plaintiff or defendant, shall be entitled to recover its costs and reasonable attorneys' fees from the non-prevailing party.

6. This agreement, and the terms, conditions and covenants herein contained, shall be deemed to

complement and shall be in addition to the conditions and requirements of the ordinances of the City of Loveland and other applicable laws, rules and regulations. Notwithstanding anything herein contained to the contrary, Developer, in developing the subject property shall fully comply with all applicable ordinances, rules, regulations, standards and laws.

7. Upon execution of this agreement by the parties hereto and upon submittal of the letter of credit to City, and provided all other conditions not herein contained have been met by Developer, City agrees to grant the subject permit.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

DEVELOPER

Signature: _____

Title: _____

STATE OF COLORADO)

) ss

COUNTY OF LARIMER)

The foregoing instrument was acknowledged before me this ____ day of _____, 200__ by _____.

My commission expires _____.

Notary Public

CITY OF LOVELAND

ATTEST

By: _____
Title: City Engineer

By: _____
Title: Administrative Specialist

APPROVED AS TO FORM

Assistant City Attorney

EXHIBIT "A"

Date: _____

Summary of requirement for property legally described as: **** **Subdivision**
 Estimated cost for the following Incomplete Public Improvements:

DESCRIPTION OF ITEMS	TOTAL COST
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	
13.	
14.	
15.	
16.	
17.	
18.	
Subtotal	
+10% Contingency & Inflation	
* Total	

* Estimate Only

_____ Developer

_____ City Engineer

Reviewed by: _____

EXHIBIT "B"

INSERT FINANCIAL INSTITUTION NAME & LETTERHEAD

IRREVOCABLE LETTER OF CREDIT NO. insert financial institution LOC number

ISSUE DATE:

APPLICANT: **Insert name of Developer**

BENEFICIARY: City of Loveland
500 East Third Street
Loveland, CO 80537

AMOUNT: **Insert amount from Exhibit A**

EXPIRATION DATE: **EXPIRATION DATE MUST BE ONE YEAR FROM ISSUE DATE.**

Dear Sir or Madam:

We hereby establish our irrevocable Letter of Credit in your favor in the amount of \$ **insert amount from Exhibit A**. The purpose of this Letter of Credit is to secure performance of an Agreement for Incomplete Public Improvements for **insert subdivision name** dated **leave blank City will fill in when agreement is signed**, 200___ between the City of Loveland and **insert name of Developer**.

You are hereby authorized to draw on sight on **insert name of financial institution**, by drafts, up to the aggregate amount of \$ **insert amount from Exhibit A**. Such total amount may be reduced, at the sole discretion of the City, from time to time, as a result of the completion of a portion of the Incomplete Public Improvements by **insert name of Developer**.

The sole condition for payment of any draft drawn against this Letter of Credit is that the draft be accompanied by a letter, on the City's letterhead, signed by the City Manager, Public Works Director, or other City designee to the effect that **insert name of Developer** is in default of Developer's obligations pursuant to the Agreement for Incomplete Public Improvements. In the event of wrongful dishonor, we will reimburse the City for all court costs, investigative costs and reasonable attorney fees incurred by the City in enforcing this letter of credit. We further agree that jurisdiction and venue for any legal action enforcing this letter of credit shall be in the District Court of Larimer County, Colorado.

We hereby agree with drawers and endorsers, and bona fide holders of drafts negotiated under this Letter of Credit that the same shall be duly honored upon presentation and delivery of the documents as specified above.

Multiple drafts may be presented.

This Letter of Credit will be automatically extended without amendments for one year from the present, and each future expiration date thereof, unless Issuer delivers written notice within ninety

(90) days prior to any such expiration date to the City of Loveland of its intents not to renew this Letter of Credit. Any such notice shall be in writing and shall be delivered with an acknowledged receipt, either in hand or by certified mail.

This Letter of Credit is not transferable.

This Letter of Credit sets forth in full our understanding, and such undertaking shall not in anyway be modified, amended, amplified, or limited by reference to any document, instrument or agreement referred to herein, except for such certificate and draft(s) referred to herein; and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement except for such certificate and draft(s).

Except so far as otherwise expressly stated herein, this Letter of Credit shall be subject to Article 5 of the State of Colorado Uniform Commercial Code (UCC) and the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce Publication No. 500 (UCPDC). To the extent of any conflict between the UCC and the UCPDC, the UCC shall control.

Signed this _____ day of _____, 200___ on behalf of **insert name of financial institution.**

Name, Title
Name of financial institution

On behalf of **insert name of Developer,** I hereby authorize **insert name of financial institution** to pay the City of Loveland, all, or a portion of this Letter of Credit upon receipt by **insert name of financial institution** of the letter described in paragraph 3 above, and waive any claims or defenses which I may have to the payment to the City of Loveland by **insert name of financial institution.**

Name, Title
Authorized Agent of **insert name of Developer**

**AGREEMENT FOR
INCOMPLETE DEVELOPMENT IMPROVEMENTS
WITH CASH DEPOSIT AGREEMENT**

RELATING TO THE DEVELOPMENT OF:

THIS AGREEMENT, dated this _____ day of _____, 200__, between the City of Loveland, Colorado, a Municipal Corporation (hereinafter called "City") and ***** hereinafter called "Contractor"),

WITNESSETH:

WHEREAS, Contractor has or intends to apply for building permits and certificates of occupancy ("permit") on property legally described as on Exhibit "A" attached hereto and incorporated herein ("property"); and

WHEREAS, Chapters 16.40 and 18.46 of the Loveland Municipal Code require that certain improvements be made on and in the area of the property, and that the Contractor comply with other conditions and requirements of the City pursuant to said Code; and

WHEREAS, the City is willing to issue said permit upon the agreement of the Contractor herein set forth, and subject to all requirements, terms and conditions of the ordinances of the City and other applicable laws, rules and regulations; and

WHEREAS, City and Contractor mutually acknowledge and agree that the matters hereinafter set forth are reasonable conditions and requirements to be imposed by City in connection with its granting of said permit, and that such matters are necessary to protect, promote and enhance the public welfare; and

WHEREAS, it is further mutually acknowledged that City is entitled to other assurance that the matters hereinafter agreed to will be performed as agreed by Contractor, and in that regard, Contractor will furnish to City a cash deposit.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained, it is agreed as follows:

1. All improvements to be installed, work to be done and other improvements described on Exhibit "A" ("improvements"), shall be completed by Contractor according to the applicable standards, rules and regulations of the City, and in compliance with the approved Final Development Plans for ***** Subdivision, as on file with the City.
2. Except where a lesser time period is prescribed, all improvements herein described and all matters herein agreed to be performed shall be installed or performed by Contractor by ***** .

3. Contractor agrees to and hereby does submit with this Agreement a cashier's or certified check, acceptable to the City in the amount of ***** (\$*****) (Contractor's Deposit) which is the estimated cost of satisfaction of the improvement herein described. The City may deposit Contractor's Deposit in a City interest bearing account and agrees to hold Contractor's Deposit as collateral for Contractor's promise to construct the improvements. If Contractor does not construct the improvements herein described, and perform all matters herein agreed to be performed, by ***** to the City's satisfaction, the City shall be entitled to use Contractor's Deposit as it deems appropriate for the purpose of completing the improvements itself or by contract with a third party. Contractor agrees that it is obligated for the actual cost of constructing the improvements and Contractor's Deposit is only collateral for Contractor's promise to pay such cost. If Contractor constructs the improvements and upon inspection and acceptance of the improvement by the City, the City will refund Contractor's Deposit, less any interest earned, to the Contractor.

4. Contractor acknowledges that time is of the essence of this Agreement. Contractor's failure to complete the improvements herein described, and perform all matters herein agreed to be performed, to the City's satisfaction by ***** shall be deemed a substantial and material breach of this Agreement.

5. In the event that Contractor breaches its obligations under this Agreement, the City shall be entitled to direct and consequential monetary damages, equitable relief, including specific performance, and such other remedies at law or in equity as may be available under applicable law. In the event of litigation relating to or arising out of this Agreement, the prevailing party, whether plaintiff or defendant, shall be entitled to recover its costs and reasonable attorneys' fees from the non-prevailing party.

6. This agreement, and the terms, conditions and covenants herein contained, shall be deemed to complement and shall be in addition to the conditions and requirements of the ordinances of the City of Loveland and other applicable laws, rules and regulations. Notwithstanding anything herein contained to the contrary, Contractor, in developing the subject property shall fully comply with all applicable ordinances, rules, regulations, standards and laws.

7. Upon execution of this agreement by the parties hereto and upon submittal of the Contractor's Deposit to City, and provided all other conditions not herein contained have been met by Contractor, City agrees to grant the subject permit.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CONTRACTOR

By: _____

Title: _____

STATE OF COLORADO)
) ss
County of Larimer)

The foregoing instrument was acknowledged before me this _____ day of _____, 200__ by _____.

My commission expires _____.

(S E A L)

Notary Public

Address

* * * *

ATTEST

CITY OF LOVELAND

By: _____
Title: Current Planning Manager

By: _____
Title: Administrative Specialist

APPROVED AS TO FORM

Assistant City Attorney

EXHIBIT "A"

Date: _____

Summary of requirement for property legally described as: **** **Subdivision**
Estimated cost for the following Incomplete Development Improvements:

DESCRIPTION OF ITEMS	TOTAL COST
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	
13.	
14.	
15.	
16.	
17.	
18.	
	Subtotal
	+10% Contingency & Inflation
	* Total

* Estimate Only

Approved by (Initials):

_____ Contractor

_____ Current Planning Manager

Reviewed by: _____

**AGREEMENT FOR
INCOMPLETE DEVELOPMENT IMPROVEMENTS
LETTER OF CREDIT**

RELATING TO THE DEVELOPMENT OF:

THIS AGREEMENT, dated this _____ day of _____, 200__, between the City of Loveland, Colorado, a Municipal Corporation (hereinafter called "City") and ***** (hereinafter called "Contractor"),

WITNESSETH:

WHEREAS, Contractor has or intends to apply for building permits and certificates of occupancy ("permit") on property legally described as on Exhibit "A" attached hereto and incorporated herein ("property"); and

WHEREAS, Chapters 16.40, and 18.46 of the Loveland Municipal Code require that certain improvements be made on and in the area of the property, and that the Contractor comply with other conditions and requirements of the City pursuant to said Code; and

WHEREAS, the City is willing to issue said permits and certificates upon the agreement of the Contractor herein set forth, and subject to all requirements, terms and conditions of the ordinances of the City and other applicable laws, rules and regulations; and

WHEREAS, City and Contractor mutually acknowledge and agree that the matters hereinafter set forth are reasonable conditions and requirements to be imposed by City in connection with its granting of said permit, and that such matters are necessary to protect, promote and enhance the public welfare; and

WHEREAS, it is further mutually acknowledged that City is entitled to other assurance that the matters hereinafter agreed to will be performed as agreed by Contractor, and in that regard, Contractor will furnish to City a letter from a bank or other financial institution acceptable to City.

NOW, THEREFORE, in consideration of the premises, the mutual covenants herein contained, it is agreed as follows:

1. All improvements to be installed, work to be done and other improvements described on Exhibit "A" ("improvements"), shall be completed by Contractor according to the applicable

standards, rules and regulations of the City, and in compliance with the approved Final Development Plans for the ******Subdivision** as on file with the City.

2. Except where a lesser time period is prescribed, all improvements herein described and all matters herein agreed to be performed shall be installed or performed by the Contractor by *****.

3. It is estimated that the cost of satisfaction of the improvements herein described will not exceed ***** (\$*****). Contractor will furnish City a letter of credit from a bank or other financial institution ("issuer") acceptable to City, guaranteeing that funds in the amount of the aforesaid estimated cost are held by it for the account of Contractor for the purpose of securing Contractor's promise to make the required improvements. The letter of credit shall strictly comply with Exhibit "B" attached hereto and incorporated herein. In the event that Contractor does not complete the improvements herein described, and perform all matters herein agreed to be performed, by ***** to the City's satisfaction, City shall be entitled to draw down such funds under the letter of credit as it deems appropriate for the purpose of completing the improvements itself or by contract with a third party. Should City not require all funds that it draws to complete the required improvements, it shall refund the balance to Contractor. However, nothing herein shall in any way limit the Contractor's obligations hereunder, and Contractor shall, in any event, remain liable for completion of all requirements herein provided for and for payment for the actual cost of all work and materials utilized in the completion of said improvements, notwithstanding the estimated cost in sentence one of this paragraph.

4. Contractor acknowledges that time is of the essence of this Agreement. Contractor's failure to complete the improvements herein described, and perform all matters herein agreed to be performed, to the City's satisfaction by ***** shall be deemed a substantial and material breach of this Agreement.

5. In the event that Contractor breaches its obligations under this Agreement, the City shall be entitled to direct and consequential monetary damages, equitable relief, including specific performance, and such other remedies at law or in equity as may be available under applicable law. In the event of litigation relating to or arising out of this Agreement, the prevailing party whether plaintiff or defendant, shall be entitled to recover its costs and reasonable attorneys' fees from the non-prevailing party.

6. This agreement, and the terms, conditions and covenants herein contained, shall be deemed to

Assistant City Attorney

EXHIBIT "A"

Date: _____

Summary of requirement for property legally described as: ***** **Subdivision**
Estimated cost for the following Incomplete Development Improvements:

DESCRIPTION OF ITEMS	TOTAL COST
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	
13.	
14.	
15.	
16.	
17.	
18.	
	Subtotal \$
	+10% Contingency & Inflation
	* Total \$

* Estimate Only

_____ Contractor

_____ Current Planning Manager

Reviewed by: _____

EXHIBIT "B"

INSERT FINANCIAL INSTITUTION NAME & LETTERHEAD

IRREVOCABLE LETTER OF CREDIT NO. insert financial institution LOC number

ISSUE DATE: **

APPLICANT: **Insert name of Contractor**

BENEFICIARY: City of Loveland
500 East Third Street
Loveland, CO 80537

AMOUNT: **Insert amount from Exhibit A**

EXPIRATION DATE: **EXPIRATION DATE MUST BE ONE YEAR FROM ISSUE DATE.**

Dear Sir or Madam:

We hereby establish our irrevocable Letter of Credit in your favor in the amount of \$ **insert amount from Exhibit A**. The purpose of this Letter of Credit is to secure performance of an Agreement for Incomplete Development Improvements for **insert subdivision name** dated **leave blank** **City will fill in when agreement is signed**, 200_____ between the City of Loveland and **insert name of Contractor**.

You are hereby authorized to draw on sight on **insert name of financial institution**, by drafts, up to the aggregate amount of \$ **insert amount from Exhibit A**. Such total amount may be reduced, at the sole discretion of the City, from time to time, as a result of the completion of a portion of the Incomplete Development Improvements by **insert name of Contractor**.

The sole condition for payment of any draft drawn against this Letter of Credit is that the draft be accompanied by a letter, on the City's letterhead, signed by the City Manager, Public Works Director, or other City designee to the effect that **insert name of Contractor** is in default of Contractor's obligations pursuant to the Agreement for Incomplete Development Improvements. In the event of wrongful dishonor, we will reimburse the City for all court costs, investigative costs and reasonable attorney fees incurred by the City in enforcing this letter of credit. We further agree that jurisdiction and venue for any legal action enforcing this letter of credit shall be in the District Court of Larimer County, Colorado.

We hereby agree with drawers and endorsers, and bona fide holders of drafts negotiated under this Letter of Credit that the same shall be duly honored upon presentation and delivery of the documents as specified above.

Multiple drafts may be presented.

This Letter of Credit will be automatically extended without amendments for one year from the present, and each future expiration date thereof, unless Issuer delivers written notice within ninety (90) days prior to any such expiration date to the City of Loveland of its intents not to renew this Letter of Credit. Any such notice shall be in writing and shall be delivered with an acknowledged receipt, either in hand or by certified mail.

This Letter of Credit is not transferable.

This Letter of Credit sets forth in full our understanding, and such undertaking shall not in anyway be modified, amended, amplified, or limited by reference to any document, instrument or agreement referred to herein, except for such certificate and draft(s) referred to herein; and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement except for such certificate and draft(s).

Except so far as otherwise expressly stated herein, this Letter of Credit shall be subject to Article 5 of the State of Colorado Uniform Commercial Code (UCC) and the Uniform Customs and Practice for Documentary Credits (1993 Revision), International Chamber of Commerce Publication No. 500 (UCPDC). To the extent of any conflict between the UCC and the UCPDC, the UCC shall control.

Signed this _____ day of _____, 200___ on behalf of **insert name of financial institution.**

Name, Title

Name of financial institution

On behalf of **insert name of Contractor**, I hereby authorize **insert name of financial institution** to pay the City of Loveland, all, or a portion of this Letter of Credit upon receipt by **insert name of financial institution** of the letter described in paragraph 3 above, and waive any claims or defenses which I may have to the payment to the City of Loveland by **insert name of financial institution.**

Name, Title

Authorized Agent of **insert name of Contractor**

Appendix B-2

NOTE: Appendix Forms and Information are for Reference Only. Contact Local Entity Engineer for Original Forms and Current Information.

Licensing (City of Fort Collins)

City of Fort Collins Contractor's License & Endorsements

General Information

- A Right-of-Way Contractor's License is required to perform **work of any kind** in the public right-of-way.
- An Endorsement to the Right-of-Way Contractor's License is required to perform work in the following categories:

<u>Asphalt:</u>	Required in order to perform asphalt placement, asphalt patching, slurry seal, crack seal and other similar asphalt related work.
<u>Utility:</u>	Required in order to perform work on any utility which is or will be owned, operated or maintained by the city or any utility which will connect to and become a part of a city owned utility.
<u>Non-Structural:</u>	Required in order to construct curb, gutters, sidewalks, cross-pans, trickle-pans and other similar non-structural concrete work.
<u>Structural:</u>	Required in order to construct concrete box culverts, inlets, bridges, reinforced drainage structures and other similar structural concrete work.

What is Required

- ❑ **Fees:** A \$25.00 application fee is required with the submittal of the license application. A \$75.00 licensing fee is required after the license is approved. These are one-time fees, although new fees will be charged if a revoked license is reinstated. * Please see License Renewals below. *
- ❑ **Insurance:** A \$1,000,000 certificate of Commercial General Liability insurance is required from an insurance company with a minimum of a "B++" rating. The City of Fort Collins must be listed as both a Certificate Holder and an Additional Insured. * Please see the attached example for details.* An original, signed insurance certificate is required for license approval and a faxed copy will **not** be accepted.
- ❑ **Bond(s):** A \$20,000 license & permit bond is required to obtain a Right-of-Way Contractor's License, with an additional and separate \$10,000 license and permit bond for each endorsement. The bonding company must have a minimum rating of "A-" and the bond must be original and signed. A faxed copy will **not** be accepted for license approval.

License Renewals

- There is no formal renewal process. A contractor's license will be kept current as long as the bonds and insurance are kept up to date and the Engineering

Appendix B-2 Licensing (City of Fort Collins Only)

Department receives original continuation certificates each year. If continuation certificates are not received within 30 days of the bond or insurance expiration date, the license will have to be renewed, and the contractor will be charged the \$25 application fee and the \$75 license fee before being reinstated.

Appendix B-2 Licensing (City of Fort Collins Only)

This is an example of what is needed on an insurance certificate for a City of Fort Collins Contractors' License to work in the Right of Way.

CERTIFICATE OF LIABILITY INSURANCE				
Insurance Agency Info				
Contractor Info		Insurance Company Name(s) (must be rated a minimum of B++)		
Commercial General Liability	Policy #	Start Date	Expiration Date	Each Occurrence must equal a minimum of \$1,000,000
The City of Fort Collins is listed as an additional insured.				
Certificate Holder				
City of Fort Collins Attn: Engineering Department PO Box 580 Fort Collins, CO 80522-0580				Original Signature

ARTICLE XIII. RIGHT-OF-WAY CONTRACTOR'S LICENSE

Sec. 15-361. License required.

It shall be unlawful for any person, company, corporation, partnership, joint venture, limited liability company or other association (hereinafter referred to as *person*) (1) to perform or contract to perform work of any kind in the public right-of-way without first obtaining a license to perform such work, or (2) to perform work in any category described in § 15-365 without first obtaining an endorsement as provided therein for the specific category of work sought to be performed. It shall be unlawful for any person to perform or contract to perform work on any utility which is or will be owned or maintained by the city or which will connect to and become a part of a city-owned or maintained utility, whether located in the public right-of-way or in an easement, without first obtaining a license and endorsement to perform such work.

(Code 1972, § 73-127; Ord. No. 180, 1998, § 1, 10-20-98)

Sec. 15-362. Application and fee for license and endorsement.

Applications for a right-of-way contractor's license and endorsement (as provided in § 15-365) shall be made to the City Engineer. The City Engineer is hereby authorized to establish forms for the application and to require any such information and documentation from applicants as may be reasonably necessary to accomplish the purposes of this Article. An application fee shall be established as authorized in Chapter 7.5, Article I of this Code, which fee shall be paid prior to or concurrently with submittal of the application.

(Code 1972, § 73-128; Ord. No. 180, 1998, § 1, 10-20-98)

Sec. 15-363. Bond required.

All license applications shall be accompanied by a license and permit bond executed by a reliable surety company with a rating of "A-" or better. The bond certificate provided to the city shall be an original (not a copy). The bond shall be in the amount of twenty thousand dollars (\$20,000.) with an additional and separate bond in the amount of ten thousand dollars (\$10,000.) for each license endorsement as provided in § 15-365. All bonds shall be continuous, with a minimum cancellation notice of sixty (60) days. In the event a bond is canceled, the license will be immediately revoked and no further work will be allowed to occur; however the bond, even though canceled, must remain effective through the warranty period associated with all previously completed work items.

(Ord. No. 180, 1998, § 1, 10-20-98)

Sec. 15-364. Insurance required.

All license applications shall be accompanied by an original certificate of commercial general liability insurance insuring the contractor and naming the city as an additional insured against any liability arising out of ownership, use, occupancy or construction of the work and all areas appurtenant thereto with a combined single limit of one million dollars (\$1,000,000.). The limits of said insurance shall not, however, be a limit to the liability of the licensee hereunder. Insurance required shall be with companies qualified to do business in the state with a general policy holder's financial rating of not less than "B++" as set forth in the most current edition of "Bests Insurance Reports" and may provide for deductible amounts as the contractor may deem to be reasonable, but in no event greater than one thousand dollars (\$1,000.). No such policies shall be cancelable or subject to reduction in coverage limits or other modification except after thirty (30) days prior written notice to the city. However, where cancellation of coverage is due to nonpayment of the premium a ten-day written notice to the city is required. The contractor shall not do or permit to be done anything which will invalidate the insurance policies referred to in this Section. Policies described above shall be for the mutual and joint benefit and protection of the contractor and the city. Such policies shall contain a provision that the city, although named as an additional insured, shall nevertheless be entitled to recovery under said policies for any loss occasioned to it, its servants, agents, citizens and employees by reason of negligence of the contractor. Such policies shall be written as primary policies not contributing to and not in excess of coverage which the city may carry.

(Ord. No. 180, 1998, § 1, 10-20-98)

Sec. 15-365. Licenses and endorsements.

Any person wishing to perform work, regardless of the nature of the work, shall be required to obtain a right-of-way contractor's license prior to performing the work as provided in § 15-361. Additionally, any person wishing to perform work in one (1) of the following categories shall first qualify for, and obtain a license endorsement to perform such work as follows:

Endorsements:

- Asphalt: Required in order to perform asphalt paving, asphalt patching, slurry seal, chip seal, crack seal and other similar asphalt related work.
- Utility: Required in order to perform work on any utility which is or will be owned, operated or maintained by the city or any utility which will connect to and become a part of any city-owned utility.
- Nonstructural
Concrete: Required in order to construct curbs, gutters, sidewalks, cross pans, trickle pans and perform other similar nonstructural concrete work.
- Structural
Concrete: Required in order to construct concrete box culverts, inlets, concrete underwalk culverts, bridges, concrete drainage structures, and perform other similar structural concrete work.

The City Engineer shall be authorized (1) to determine whether the applicants are qualified to perform the kind of work included under the endorsement(s) being requested, and (2) to issue the license and appropriate endorsement(s) to qualified applicants who fully comply with this Article. (Ord. No. 180, 1998, § 1, 10-20-98)

Sec. 15-366. Issuance of license and fee.

Upon approval of qualifications by the City Engineer, receipt by the city of an original bond certificate and insurance certificate, purchase of the current edition of all applicable city standards and specifications and payment of the license fee, the applicant will be issued a license and endorsement(s) as applicable. A license fee shall be established as authorized in Chapter 7.5, Article I of this Code, which fee shall be paid prior to or concurrently with issuance of the license. (Ord. No. 180, 1998, § 1, 10-20-98)

Sec. 15-367. Guarantee of work.

Any person licensed to perform work in the public right-of-way shall guarantee the work for a period of two (2) years or as required in the applicable city standards and specifications which apply to the work performed, whichever is longer. This guaranty shall include all repairs required due to defects in materials or workmanship. This guaranty shall also include defects consisting of settling of trenches or other fills or excavations. The determination of the necessity for such repairs shall be made by the City Engineer, which determination shall be final. If, at any time within the period of the guaranty, the licensee shall fail or refuse to make repairs required by the guaranty, then the city may proceed to cause the repairs to be made and to recover the cost by action against the bond of the licensee.

(Code 1972, § 73-129; Ord. No. 180, 1998, § 1, 10-20-98)

Sec. 15-368. Suspension or revocation of license or endorsements.

The City Engineer may suspend or revoke any license or endorsement issued under this Article upon determining that the licensee:

- (1) Has failed to abide by the requirements of this Code, including this Article, relating to work done under the license and/or endorsement.

Appendix B-2 Licensing (City of Fort Collins Only)

- (2) Is unqualified to perform the work for which the license or endorsement was issued.
- (3) Has demonstrated a careless, dangerous or destructive approach to the work being performed.
- (4) Has violated provisions of the applicable construction or repair standards or specifications.

Upon taking action to suspend or revoke a license, the City Engineer shall give written notice to the licensee of such action. Such license shall not be in effect again until duly reinstated by the City Engineer, nor shall any refund of the license fee be made for any length of time for which the license has been suspended or revoked. The licensee may appeal the decision of the City Engineer to the City Manager by filing a notice of such appeal with the City Clerk within ten (10) days after the notice is mailed to the licensee. In the event of such appeal, the City Manager shall schedule a hearing on the question, and the action taken by the City Manager at the hearing shall be final.

(Code 1972, § 73-131; Ord. No. 180, 1998, § 1, 10-20-98)

Sec. 15-369. Exceptions.

The requirements of this Article shall not apply to:

- (1) City crews performing work in the public right-of-way;
 - (2) Any party contracting with the city to perform work in the public right-of-way;
 - (3) Utility companies performing work in the public right-of-way using utility company crews (not including contractors for such utility companies); or
 - (4) Individual residential property owners who are working within the public right-of-way abutting such residential property.
- (Ord. No. 180, 1998, § 1, 10-20-98)

Application for Contractor's License to work in the Right-of-Way

Company Information

Applicant Name: _____ Company Phone: _____
Company Name: _____ Company Fax: _____
Mailing Address: _____
City, State & Zip: _____

Insurance Information

Local Agency Contact: _____ Local Agency: _____
Mailing Address: _____
Phone: _____ Fax: _____
Insurance Company Name: _____ Policy Number: _____
Dates of Coverage: _____ Rating: _____

Bond Information

Local Agency Contact: _____ Local Agency: _____
Mailing Address: _____
Phone: _____ Fax: _____
Bonding Company Name: _____ Bond Number: _____
Dates of Coverage: _____ Rating: _____

By signing this application, the applicant agrees to maintain the required bond(s) and insurance in full effect. In the event the applicant or surety company should fail to refuse to perform according to the terms set forth in Chapter 15 of the City Code, the Engineering Department shall immediately terminate this license and all applicable endorsements.

Applicant agrees to abide by the current City of Fort Collins Standards and Specifications and to any special conditions, restrictions and/or regulations that may be imposed by the City Engineer.

Applicant Signature: _____ Date: _____

Engineering Approval: _____ Date: _____

Endorsement to Contractor's License for work in the Right-of-Way

_____ Asphalt _____ Non- Structural Concrete _____ Structural Concrete _____ Utility

Company Information

Applicant Name: _____ Company Phone: _____

Company Name: _____ Company Fax: _____

Bond Information

Bond Number: _____ Dates of Coverage: _____ Rating: _____

Other Information

Years company has been in business: _____ Years company has performed this type of work: _____

Names of two key members of company personnel and their years of experience:

1. _____ # yrs. _____

2. _____ # yrs. _____

Names of any other municipalities in which company is currently licensed to perform this type of work:

2. _____ Phone _____

2. _____ Phone _____

Has this company ever had a license revoked or suspended? Yes _____ No _____

If yes, list agency and date of revocation or suspension: _____

Has license been reinstated? Yes _____ No _____

Two references (name and agency) to confirm the quality of company's work:

1. _____ Phone _____

2. _____ Phone _____

Company equipment: _____

Applicant Signature: _____ Date: _____

Engineering Approval: _____ Date: _____

Appendix B-2 Licensing (City of Fort Collins Only)

RIGHT-OF-WAY CONTRACTORS LICENSE BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____, as Principal, and _____, a corporation duly incorporated under the laws of the State of _____, and authorized to do business in the State of Colorado, as Surety, are held and firmly bound unto the City of Fort Collins, P.O. Box 580, Fort Collins, CO 80522 in the penal sum of Twenty thousand and 00/100 Dollars (\$20,000), for the payment which we hereby bind ourselves, or heirs, executors and administrators, jointly and severally by these presents.

THE CONDITIONS OF THIS BOND OBLIGATION are such that the Principal has applied for a license as/for Right-of-Way Contractor in accordance with the requirements of the ordinances of the City of Fort Collins, and has agreed to hold the City of Fort Collins harmless from any damage by reason of his/her engaging in said business.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform all the duties of Right-of-Way Contractor according to the requirements of the ordinances of the City of Fort Collins and protect the City of Fort Collins from any damage as hereinbefore stated, and guarantee work, as set forth in Sec. 15-367 of the Code of the City of Fort Collins, for a minimum of two years after completion of work, and final acceptance thereof by the City of Fort Collins, and shall fully indemnify and save harmless the City of Fort Collins from all costs and damages which it may suffer by reason of the Principal's failure to honor its obligations as aforesaid, and shall reimburse and repay the City of Fort Collins all outlay and expense which the City of Fort Collins may incur in making good any default, then this obligation shall be null and void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change to the terms of the ordinances of the City of Fort Collins, including Section 15-367 of the Code of the City of Fort Collins or to the standards and specifications of the City of Fort Collins applicable to the work shall in any way affect its obligation on this bond; and it does hereby waive notice of any such change(s).

PROVIDED, FURTHER, this bond may be terminated as to future acts of the Principal upon the giving of sixty (60) days advance written notice by the Surety; said notice to be sent to the Engineering Department of the City of Fort Collins, P.O. Box 580, Fort Collins, CO 80522 by certified mail.

PROVIDED, HOWEVER, that this bond may be continued at the option of the Surety by the issuance of a non-cumulative Continuation Certificate.

This bond becomes effective on the _____ day of _____, _____, for a period ending on the _____ day of _____, _____.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, _____.

Principal:

Name: _____

By: _____

Title: _____

Surety Company:

Name: _____

By: _____

Appendix B-2 Licensing (City of Fort Collins Only)

Attorney-in-Fact

Appendix B-2 Licensing (City of Fort Collins Only)

ENDORSEMENT BOND

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, _____, as Principal, and _____, a corporation duly incorporated under the laws of the State of _____, and authorized to do business in the State of Colorado, as Surety, are held and firmly bound unto the City of Fort Collins, P.O. Box 580, Fort Collins, CO 80522 in the penal sum of Ten thousand and 00/100 Dollars (\$10,000), for the payment which we hereby bind ourselves, or heirs, executors and administrators, jointly and severally by these presents.

THE CONDITIONS OF THIS BOND OBLIGATION are such that the Principal has applied for an Endorsement in accordance with the requirements of the ordinances of the City of Fort Collins, and has agreed to hold the City of Fort Collins harmless from any damage by reason of his/her engaging in said business.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform all the duties of the _____ Endorsement according to the requirements of the ordinances of the City of Fort Collins and protect the City of Fort Collins from any damage as hereinbefore stated, and guarantee work, as set forth in Sec. 15-367 of the Code of the City of Fort Collins, for a minimum of two years after completion of work, and final acceptance thereof by the City of Fort Collins, and shall fully indemnify and save harmless the City of Fort Collins from all costs and damages which it may suffer by reason of the Principal's failure to honor its obligations as aforesaid, and shall reimburse and repay the City of Fort Collins all outlay and expense which the City of Fort Collins may incur in making good any default, then this obligation shall be null and void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change to the terms of the ordinances of the City of Fort Collins, including Section 15-367 of the Code of the City of Fort Collins or to the standards and specifications of the City of Fort Collins applicable to the work shall in any way affect its obligation on this bond; and it does hereby waive notice of any such change(s).

PROVIDED, FURTHER, this bond may be terminated as to future acts of the Principal upon the giving of sixty (60) days advance written notice by the Surety; said notice to be sent to the Engineering Department of the City of Fort Collins, P.O. Box 580, Fort Collins, CO 80522 by certified mail.

PROVIDED, HOWEVER, that this bond may be continued at the option of the Surety by the issuance of a non-cumulative Continuation Certificate.

This bond becomes effective on the _____ day of _____, _____, for a period ending on the _____ day of _____, _____.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, _____.

Principal:

Name: _____

By: _____

Title: _____

Surety Company:

Name: _____

By: _____

Attorney-in-Fact

Appendix B-3/Larimer County

NOTE: Appendix Forms and Information are for Reference Only. Contact Local Entity Engineer for Original Forms and Current Information.

Permits – Larimer County

- Development Construction Permit
- Temporary Development Construction Permit



Permit # _____

Expiration Date _____

Development Construction Permit

PROJECT INFORMATION

Project Name _____
 Project Location _____
 Section _____ Township _____ Range _____
 Phase(s) _____ of _____ Phase _____ Description _____

PRINCIPAL CONTACT

Company _____ Phone: Office _____ Cell _____
 Contact _____ Fax _____ Other _____
 Address _____ E-Mail _____

PERMIT CHECKLIST

- Approved Plan Set Approval Date _____ (review engineer) _____
- Plat Recorded Recording Date _____ (planner) _____
- Copy of collateral letter Project Completion Date (from Development Agreement) _____
- Three signed & stamped copies of approved plans provided to Larimer County Engineering
- Signed Development Agreement with Cost Estimate

FEES (fees charged if preliminary approval by BCC is after March 1, 2001, or admin approval for site plans)

No. of single family units: _____ x \$150.00 = \$ _____
 No. of duplex units: _____ x \$ 75.00 = \$ _____
 No. of multi-family units: _____ x \$ 50.00 = \$ _____
 No. of commercial lots: _____ x \$ 400.00 = \$ _____ Total DCP Fees: \$ _____
 Pavement Impact Fees (requires separate check from DCP fees) _____
 Total Pavement Impact Fees: \$ _____

CONDITIONS OF PERMIT

Permit expires sixty days after issuance; if work has not begun on site prior to expiration of permit fees may be applied to revised permit within 180 days of issuance.
 Approved as-built drawings must be submitted to and approved by Larimer County prior to release of collateral.
 Materials test reports, as per Larimer County standards, must be submitted to and approved by Larimer County prior to release of collateral.
 Colorado registered engineer's certification letter and inspection reports must be submitted to and approved by Larimer County prior to release of collateral.
 An additional permit (Right of Way Construction Permit) is required for all construction activities within the Larimer County Right of Way.
 An additional permit (Access Permit) may be required to tie in to Larimer County roads.
 This permit is granted expressly subject to the provisions of the Larimer County Land Use Code.
 Work must be performed in compliance with all applicable Federal, State, and Local Regulations.
 This permit may be revoked for failure to comply with the terms of the permit and/ or the Larimer County Land Use and Development Standards.
 Applicant shall be responsible for any repairs to any damaged Utilities, County Road, or other County properties.
 Larimer County and its officers and agents shall be fully defended and indemnified against any claim for injury or damage to property sustained by reason of the exercise of and use of this permit by Applicant and applicants actions pursuant thereto.
 This permit is not valid until signed by a duly authorized representative of Larimer County.
 Applicant shall be responsible for establishing safety procedures sufficient to protect the traveling and general public from any and all harm during construction.
 Applicant shall inform Larimer County of construction methods, equipment, and operational procedures that will be utilized and obtain the County's concurrence.
 Applicant shall advise the Larimer County Inspector 48 hours in advance of the date work will be started and shall notify the Larimer County Inspector a minimum of 12 hours in advance if this date is changed.
 Applicant shall be responsible for any repairs necessary as a result of construction. The maintenance responsibility of work repairs shall be an obligation of the applicant for two years after final acceptance of the work has been made by the County.
 Applicant shall hold Larimer County harmless from any and all claims, which may arise from the construction and maintenance of the Applicants development covered by this permit.
 If subsequent inspection determines that additional corrective measures are necessary, such corrective measures shall be completed within 30 days of notification.
 Applicant must submit revised drawings and other documents as required for the review and approval of the Larimer County Engineering Department in the event that the applicant wishes to modify, alter, or deviate from the original approved construction drawings. Any such change in the approved plans shall not be constructed without the written approval of the Larimer County Engineering Department.
 In accepting this permit the undersigned, representing the Applicant, verifies that he has read and understands all of its provisions; that he has the authority to sign for and bind the Applicant; and that by virtue of his signature the Applicant is bound by all the conditions set forth herein.
 This permit, when signed and issued by Larimer County, constitutes written notice to proceed with construction.

Permit Approved Larimer County _____ Date _____

Applicant Signature _____ Date _____

Final Inspection Approved Larimer County _____ Date _____

Applicant Printed Name _____

Warranty Inspection Approved Larimer County _____ Date _____

Title _____

As-builts received and reviewed by _____

Applicants Address _____

Engineer's certification received and reviewed by _____

Applicants Address _____

Material test results received and reviewed by _____

Applicants Phone Number _____



Permit # _____

Expiration Date _____

Temporary Development Construction Permit

PROJECT INFORMATION

Project Name _____
 Project Location _____
 Section _____ Township _____ Range _____
 Phase(s) _____ of _____ Phase _____ Description _____

PRINCIPAL CONTACT

Company _____ Phone: Office _____ Cell _____
 Contact _____ Fax _____ Other _____
 Address _____ E-Mail _____

SCOPE OF WORK ALLOWED UNDER TEMPORARY DEVELOPMENT CONSTRUCTION PERMIT

Work performed under this temporary permit shall be limited to: _____

FEES (fees charged if preliminary approval by BCC is after March 1, 2001, or admin approval for site plans)

No. of single family units: _____ x \$150.00 = \$ _____
 No. of duplex units: _____ x \$ 75.00 = \$ _____
 No. of multi-family units: _____ x \$ 50.00 = \$ _____
 No. of commercial lots: _____ x \$ 400.00 = \$ _____ Total DCP Fees: \$ _____
 Pavement Impact Fees (requires separate check from DCP fees) _____
 _____ Total Pavement Impact Fees: \$ _____

CONDITIONS OF PERMIT

This temporary permit shall be valid for only the work described above. No further work shall be performed prior to the issuance of a full Development Construction Permit. Permit expires sixty days after issuance; if work has not begun on site prior to expiration of permit fees may be applied to revised permit within 180 days of issuance. Approved as-built drawings must be submitted to and approved by Larimer County prior to release of collateral. Materials test reports, as per Larimer County standards, must be submitted to and approved by Larimer County prior to release of collateral. Colorado registered engineer's certification letter and inspection reports must be submitted to and approved by Larimer County prior to release of collateral. An additional permit (Right of Way Construction Permit) is required for all construction activities within the Larimer County Right of Way. An additional permit (Access Permit) may be required to tie in to Larimer County roads. This permit is granted expressly subject to the provisions of the Larimer County Land Use Code. Work must be performed in compliance with all applicable Federal, State, and Local Regulations. This permit may be revoked for failure to comply with the terms of the permit and/ or the Larimer County Land Use and Development Standards. Applicant shall be responsible for any repairs to any damaged Utilities, County Road, or other County properties. Larimer County and its officers and agents shall be fully defended and indemnified against any claim for injury or damage to property sustained by reason of the exercise of and use of this permit by Applicant and applicants actions pursuant thereto. This permit is not valid until signed by a duly authorized representative of Larimer County. Applicant shall be responsible for establishing safety procedures sufficient to protect the traveling and general public from any and all harm during construction. Applicant shall inform Larimer County of construction methods, equipment, and operational procedures that will be utilized and obtain the County's concurrence. Applicant shall advise the Larimer County Inspector 48 hours in advance of the date work will be started and shall notify the Larimer County Inspector a minimum of 12 hours in advance if this date is changed. Applicant shall be responsible for any repairs necessary as a result of construction. The maintenance responsibility of work repairs shall be an obligation of the applicant for two years after final acceptance of the work has been made by the County. Applicant shall hold Larimer County harmless from any and all claims, which may arise from the construction and maintenance of the Applicants development covered by this permit. If subsequent inspection determines that additional corrective measures are necessary, such corrective measures shall be completed within 30 days of notification. Applicant must submit revised drawings and other documents as required for the review and approval of the Larimer County Engineering Department in the event that the applicant wishes to modify, alter, or deviate from the original approved construction drawings. Any such change in the approved plans shall not be constructed without the written approval of the Larimer County Engineering Department. In accepting this permit the undersigned, representing the Applicant, verifies that he has read and understands all of its provisions; that he has the authority to sign for and bind the Applicant; and that by virtue of his signature the Applicant is bound by all the conditions set forth herein. This permit, when signed and issued by Larimer County, constitutes written notice to proceed with construction.

Permit Approved Larimer County _____ Date _____

Applicant Signature _____ Date _____

Applicant Printed Name _____

Title _____

Applicants Address _____

Applicants Address _____

Applicants Phone Number _____

Appendix B-3/Loveland

NOTE: Appendix Forms and Information are for Reference Only. Contact Local Entity Engineer for Original Forms and Current Information.

Permits – City of Loveland

- Development Construction Permit Application
- Development Construction Permit
- Right-of-Way Work Permit
- Agreement for Right-of-Way
- Grant of Easement
- Grant of Temporary Turnaround Access
- Encroachment Permit
- Resolution for Eminent Domain (Example)
- Approval of Traffic Control Plan
- Application for Building Permits
- Grading, Excavation and Fill Permit
- Permit to Move a Building
- Agreement for Incomplete Public Improvements surety Bond
- Agreement for Incomplete Public Improvements surety Bond (Example)
- Erosion Control Procedures



DEVELOPMENT CONSTRUCTION PERMIT APPLICATION

CITY OF LOVELAND

FOR CITY USE ONLY	Application Number: _____
	Application Date: _____
	Permit Application Fee: _____
	Received by: _____
	Construction Coordination Meeting Date: _____

INSTRUCTIONS:

1. Complete this form and attach all necessary documents.
2. If you have any questions or need additional information, contact the Public Works Department – Transportation Development Review Engineering Division at (970) 962-2501.
3. Submit the Application and pay the Permit Fee at the Public Works Department – Transportation Development Review Engineering Division Counter, which is located at 500 East 3rd Street, Ste 300.

PROJECT INFORMATION:

Project Name (as approved by the City):

Project A.K.A. (Marketing name if different from Project Name):

Project Location:

Property Owner (At the time of this permit issuance):

Individual Name: _____

Company Name: _____

Address: _____

Phone number(s):

Office: _____

Cell: _____

Fax: _____

Email: _____

Applicant/Project Manager (The primary contact person for all matters regarding this project, and the person responsible for all matters referencing “the Developer” in the Development Agreement for this project):

Individual Name: _____

Company Name: _____

Address: _____

Phone number(s):

Office: _____

Cell: _____

Fax: _____

Email: _____

Project Engineer (A Colorado licensed professional engineer who is the civil engineer, the person responsible for the design of this project, responsible for certification that improvements are constructed in accordance with approved plans, responsible for making revisions to plans with City approval and for providing record drawings):

Individual Name: _____
Company Name: _____
Address: _____
Phone number(s):
Office: _____
Cell: _____
Fax: _____
Email: _____

Developer (The party or parties referenced in the Development Agreement who are responsible for the Developer's obligations contained in the Agreement – add additional names below):

Individual Name: _____
Company Name: _____
Address: _____
Phone number(s):
Office: _____
Cell: _____
Fax: _____
Email: _____

General Contractor (The contractor in overall charge of the public infrastructure construction):

Individual Name: _____
Company Name: _____
Address: _____
Phone number(s):
Office: _____
Cell: _____
Fax: _____
Email: _____

If you have no General Contractor, list all other contractors below.

Grading contractor:

Individual Name: _____
Company Name: _____
Address: _____
Phone number(s):
Office: _____
Cell: _____
Fax: _____
Email: _____

Utility contractor:

Individual Name: _____
Company Name: _____
Address: _____
Phone number(s):
Office: _____
Cell: _____
Fax: _____
Email: _____

Concrete contractor for flat work:

Individual Name: _____
Company Name: _____
Address: _____
Phone number(s):
Office: _____
Cell: _____
Fax: _____
Email: _____

Concrete contractor for structures:

Individual Name: _____
Company Name: _____
Address: _____
Phone number(s):
Office: _____
Cell: _____
Fax: _____
Email: _____

Paving contractor:

Individual Name: _____
Company Name: _____
Address: _____
Phone number(s):
Office: _____
Cell: _____
Fax: _____
Email: _____

Landscape contractor:

Individual Name: _____
Company Name: _____
Address: _____
Phone number(s):
Office: _____
Cell: _____
Fax: _____
Email: _____

Other contractors and parties involved in the project:

SUBMIT THE FOLLOWING ITEMS WITH A COMPLETED APPLICATION FORM:

- 8½"x11" copy of a Vicinity Map
- Mylar and copies of the approved Public Improvement Construction Plans for the project
- Proposed Project Schedule
- Project quantities and cost estimate for **all** of the public improvements to be constructed. This information must be submitted in the format shown on the attached form titled "Project Quantities and Cost Estimate Sheet." The estimate shall be prepared and stamped by a Professional Engineer. These quantities and costs are also to be submitted in an electronic spreadsheet format.
- Traffic control plan(s) for the project
- Right-of-Way work permit from the Traffic Division
- Certificate of Insurance
- Copy of approved Development Agreement (if applicable)
- Copies of any Easements for the project
- Proposed haul routes shown on a City map (if applicable)
- Shop drawings (if applicable)
- Other: _____

CONSTRUCTION COORDINATION MEETING: A construction coordination meeting to discuss plans and special requirements for your project is optional for all development projects. If held, the people required to attend the meeting are the Project Manager, Project Engineer, Developer, Architect/Land Planner and General Contractor (if no General Contractor, representatives for each of the contractors expected to work on this project). A construction coordination meeting will only be held at the request of the Applicant.

People to attend: List the people's names and their respective title for those who will attend the construction coordination meeting:

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ESTIMATED COST OF INFRASTRUCTURE IMPROVEMENTS: Provide the estimated value of all public infrastructure improvements that will be constructed and accepted by the City to own and maintain. The estimate shall be in the same format as the attached sheet titled "Project Quantities and Cost Estimate Sheet."

Public infrastructure estimated cost: \$ _____

I certify that the information on this permit application along with the required additional submittals are true and correct to the best of my knowledge, and that in filing this application, I am acting with the knowledge, consent, and authority of the owners of the property (including all owners having legal or equitable interest in the real property, as defined in Section 1.04.020 of the City Code; and including common areas legally connected to or associated with the property which is the subject of this application) without whose consent and authority the requested action could not lawfully be accomplished. Pursuant to said authority, I hereby permit City officials to enter upon the property for purposes of inspection and, if necessary, to enter upon such property to perform work required of the applicant if the applicant were to fail to perform the required work.

Applicant Signature: _____ Date: _____

PUBLIC IMPROVEMENTS OPINION OF COSTS

Erosion Control

Public Improvement Item	Units	Unit Cost	Estimated Quantity	Item Cost
Stockpile Topsoil	CY			
Straw Bales	Ea			
Inlet Protection	Ea			
Silt Fence	LF			
Sediment Trap	Ea			
Vehicle Tracking Pad	Ea			

Street Improvements

Public Improvement Item	Units	Unit Cost	Estimated Quantity	Item Cost
Clearing and Grubbing	Lump Sum			
Removal of Structures and Obstructions	Ea			
Subgrade Preparation	SY			
Excavation	CY			
Borrow	CY			
Fill	CY			
Rock Excavation	CY			
Filter Material	CY			
Lime Treatment	SY			
Asphalt Patching	Tons			
Asphalt Pavement	Tons			
Base Course	Tons			
Concrete Pavement	SY-IN			
Geo-textile	SY			
Riprap	CY			
Survey Monuments	Ea			
Adjust Manholes	Ea			
Adjust Valves	Ea			
Adjust Monuments	Ea			
Median Cover Material (Concrete)	SY			

Structures

Public Improvement Item	Units	Unit Cost	Estimated Quantity	Item Cost
Bridge Structure	Ea			
Culverts	Ea			
Guardrail	LF			
Railing (Pedestrian)	LF			
Railing (Traffic)	LF			
Headwalls	Ea			

Pedestrian and Bikeway Facilities

Public Improvement Item	Units	Unit Cost	Estimated Quantity	Item Cost
Sidewalk Grading	SY			
4-Inch Thick Sidewalk	SY			
6-inch Thick Sidewalk	SY			
Directional Curb Ramp	SY			
Corner Curb Ramp	SY			
Mid Block Ramp	SY			
Concrete Bikeway	SY			
Sidewalk Chase	Ea			
Curb & Gutter Grading	LF			
Curb & Gutter –Type II	LF			
Curb & Gutter – Type I	LF			
Glue-down Curb	LF			

Street Lighting – Local & Minor Collector Streets in Loveland (City Limits Only)

Public Improvement Item	Units	Unit Cost	Estimated Quantity	Item Cost
Standard Pedestrian Light	Ea			
Standard Street Light	Ea			

Traffic Signals, Signing & Striping

Public Improvement Item	Units	Unit Cost	Estimated Quantity	Item Cost
Standard Street Signs	Ea			
Standard Sign Posts	Ea			
Standard Regulatory Signs	Ea			
Standard Speed Limit Signs	Ea			
Latex Paint (4 inches)	LF			
Latex Paint (8 inches)	LF			
Latex Paint (12 inches)	LF			
Latex Paint (18 inches)	LF			
Latex Paint (24 inches)	LF			
Epoxy Pavement Marking (4 inches)	LF			
Epoxy Pavement Marking (8 inches)	LF			
Epoxy Pavement Marking (12 inches)	LF			
Epoxy Pavement Marking (18 inches)	LF			
Epoxy Pavement Marking (24 inches)	LF			
Preformed Tape for Symbols & Crosswalks	LF			
Preformed Thermoplastic	SF			
Traffic Signals	Ea			

Work Zone Traffic Control

Public Improvement Item	Units	Unit Cost	Estimated Quantity	Item Cost
Traffic Control	LS			

Storm Drainage Facilities

Public Improvement Item	Units	Unit Cost	Estimated Quantity	Item Cost
Grading	SY			
Inlets	Ea			
Manholes	Ea			
Pipe (Material Type – Size)	LF			
Trickle Channel (width)	LF			

Removal and Repair

Public Improvement Item	Units	Unit Cost	Estimated Quantity	Item Cost
Asphalt Patching	SY			
Concrete Sidewalk R&R	SY			
Concrete Curbwalk R&R	LF			
Milling	SY			
Asphalt Removal	SY			

Construction Surveying/Staking

Public Improvement Item	Units	Unit Cost	Estimated Quantity	Item Cost

Material Testing

Public Improvement Item	Units	Unit Cost	Estimated Quantity	Item Cost

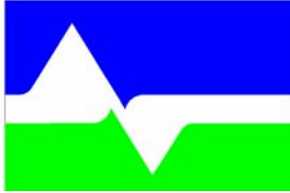
Record Drawings

Public Improvement Item	Units	Unit Cost	Estimated Quantity	Item Cost

Construction Management

Public Improvement Item	Units	Unit Cost	Estimated Quantity	Item Cost

The units presented here are intended to assist the Developer in providing consistent units and quantities for review by the Local Entities. The Local Entity will approve unit costs used to determine the Opinion of Costs. There may be additional items that are not shown. The Developer should show each of those items, with their units, unit prices, quantities, and item cost. Separate summaries shall be provided for phases when applicable. In addition, separate summaries shall be provided for adjacent, on-site and off-site public improvements.



CITY OF LOVELAND

DEVELOPMENT CONSTRUCTION PERMIT

Permit Number: 00-00

Issuance Date: 00/00/00

Project Name: _____
Project A.K.A.: _____

Project Location: _____

Permittee: _____

City and developer contacts: *See attached Exhibit "A" for names and phone numbers of all contact persons for this project.*

Fees: Permit Application Fee (paid at the time of application) \$ _____

Development Bond or other approved security:

Amount of security deposited with the City to guarantee the completion of all public improvements to be constructed as shown on the approved plans for the development. \$ _____

Form of security deposited with the City: _____

PERFORMANCE REQUIREMENTS OF THIS PERMIT:

1. The Permittee shall be responsible to require their Project Engineer to incorporate into all design drawings and specifications the certification of all materials testing by an Engineer. The Permittee shall have an Engineer prepare revised design drawings and secure City approval for all revisions to the Utility Plans and related documents. The Permittee shall have an Engineer represent, as required by the City in the Development Agreement, that the improvements are constructed in conformance with the approved Utility Plans and the standards and specifications of the City. The Permittee shall provide record drawings prepared by an Engineer prior to the City's acceptance of the constructed public improvements. (All reference above to the terms "Project Engineer" and "Engineer" shall mean a Professional Engineer licensed in Colorado.)
2. All contractors who perform work on this project must be bonded and licensed in conformance with City requirements.
3. Construction time restrictions: _____

4. The applicant understands that additional permits may be required for this development project and the applicant shall secure those permits directly from the issuing departments.

5. This permit, along with a complete set of all approved plans and documents for this project (utility plans, site plan, landscape plan, development agreement, soils report, pavement design, traffic study, drainage report, plat easements and any other official documents), shall be kept on the development site available for use by City staff doing inspections.
6. Permit Expiration (in accordance with Chapter 6 of the Larimer County Urban Area Street Standards):
 - a. If construction has not begun within sixty (60) days from the date of issuance of this permit, this permit shall expire and the applicant will **forfeit the permit fee** paid for this permit, whereupon the applicant must re-apply for a new permit.
 - b. In addition, this permit shall expire one year from the date of issuance. The applicant may apply for an extension by reapplication at least two weeks prior to the expiration date. Such application shall contain information sufficient to justify the granting of the extension. An extension may be granted for up to six months.
7. Building permits and certificates of occupancy will only be issued when all conditions contained in the Development Agreement and Section 16.40.010 of the City Code are met. If the Development Agreement does not specify times for completion of public improvements, or if there is no Development Agreement, then the improvement requirements specified in Section 16.40.010 of the City Code shall apply, which provides that construction of all improvements shall be required prior to the time of issuance of the first building permit.
8. Acceptance by the City of the public improvements shall be after (1) final inspection has been conducted by the City; (2) punch list items from the final inspection are completed and accepted by the City; and (3) required certifications from the licensed professional engineer that improvements are completed to City standards, specifications and approved Utility Plans; and the record drawings have been received and accepted by the City.
9. The warranty on street improvements is for two (2) years from the date of initial acceptance by the City of the completed improvements, in accordance with Section 24.3 of the Larimer County Urban Area Street Standards, as applicable.
10. The Public Works Inspector must be notified at least twenty-four (24) hours prior to any planned construction on this project. All required perimeter silt fencing and other erosion/sediment control best management practices (BMP's) that can be installed prior to construction must be in place and inspected by the Public Works Inspector before any land disturbing activity begins.
11. No work (including grading) shall be started in State Highway right-of-way until a permit is issued by the Colorado Department of Transportation to allow such work to begin.
12. Other conditions: _____

Permittee's acknowledgement signature:

By signing this permit, I acknowledge that I am acting with the knowledge, consent, and authority of the owners of the property (including all owners having legal or equitable interest in the real property, as defined in Section 1.04.020 of the City Code; and including common areas legally connected to or associated with the property which is the subject of this application) without whose consent and authority the requested action could not lawfully be accomplished. Pursuant to said authority, I hereby permit City officials to enter upon the property for purposes of inspection and, if necessary, to enter upon such property to perform work required of the applicant if the applicant were to fail to perform the required work. I also acknowledge that I have read this permit document with all its requirements and conditions, and I agree to all of the terms and conditions so stated in this permit.

Applicant/Project Manager's Signature

Date

Approval for issuance:

City Engineer Approval

Permit Issuance Date

EXHIBIT "A"

DEVELOPMENT CONSTRUCTION PERMIT
LIST OF PROJECT CONTACT PERSONS

PROJECT NAME: _____

Developer's Contact Persons:

Applicant/Project Manager:

Office: _____
Cell: _____
Pager: _____
Fax: _____
E-mail: _____

Project Engineer:

Office: _____
Cell: _____
Pager: _____
Fax: _____
E-mail: _____

Developer:

Office: _____
Cell: _____
Pager: _____
Fax: _____
E-mail: _____

General Contractor:

Office: _____
Cell: _____
Pager: _____
Fax: _____
E-mail: _____

City Staff Contact Persons:

Transportation Development Review Engineer:

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

Phone Numbers:
Office: _____
Fax: (970) 962-2904
E-mail: _____

Public Works Inspector:

City of Loveland
500 East 3rd Street
Loveland, CO 80537
Phone Numbers:
Office: 970-_____
Cell: 970-_____
Pager: 970-_____
Fax: (970-962-2508
E-mail: _____

Storm Water Engineer:

Kevin Gingery
Senior Civil Engineer
City of Loveland
200 North Wilson Avenue
Loveland, CO 80537
Phone Numbers:
Office: (970) 962-3571
Fax: (970) 962-3400
E-mail: gingek@ci.loveland.co.us

Water/Wastewater Engineer:

Rod Hamilton
Civil Engineer
City of Loveland
200 North Wilson Avenue
Loveland, CO 80537
Phone Numbers:
Office: (970) 962-3712
Fax: (970) 962-3400
E-mail: hamilr@ci.loveland.co.us

Water/Wastewater Construction Inspector:

Joe Bocson
Construction Inspector
City of Loveland
200 North Wilson Avenue
Loveland, CO 80537
Phone Numbers:
Office: (970) 962-3725
Cell: (970) 679-7989
Fax: (970) 962-3400
E-mail: bocsoj@ci.loveland.co.us

Power:

Kathleen Porter
Field Engineer Supervisor
City of Loveland
200 North Wilson Avenue
Loveland, CO 80537
Phone Numbers:
Office: (970) 962-3561

Fax: (970) 962-3400
E-mail: portek@ci.loveland.co.us

Current Planner:

Greg George
Planning Manager
City of Loveland
500 East 3rd Street
Loveland, CO 80537
Phone Numbers:
Office: 970-962-2521
Fax: (970) 962-2904
E-mail: georgg@ci.loveland.co.us

Traffic Operations:

Bill Hange
Traffic Engineer
City of Loveland
105 West 5th Street
Loveland, CO 80537
Phone Numbers:
Office: (970) 962-2528
Fax: (970) 962-2907
E-mail: hangeb@ci.loveland.co.us

Development Construction Permit Coordinator:

Diana Montgomery
Community Services Department
Transportation Development Review Engineering Division
City of Loveland
500 East 3rd Street
Loveland, CO 80537
Phone Numbers:
Office: (970) 962-2501
Fax: (970) 962-2904
E-mail: montgd@ci.loveland.co.us

CITY OF LOVELAND TRAFFIC OPERATIONS

01-20-2000

RIGHT-OF-WAY WORK PERMIT REGULATIONS

ALL work done on City of Loveland right-of-way shall have an approved right-of-way permit prior to commencement of the work. This includes work done off the street/highway including sidewalks and parkways, driveway approaches, curb and gutter, etc.

Contractors apply for a right-of-way permit from the city of Loveland Traffic Operations office located at 105 West 5th Street, Loveland. Permits will NOT be issued until a traffic control plan has been submitted and approved by Traffic Operations. The city requires forty-eight (48) hours for approval of the permit prior to the start of work.

Traffic control firms will NOT set out signage until they have received an approved copy of the right-of-way permit and traffic control plan. Traffic control will be set up according to the time and stipulations on the permit. There can be no variation from this regulation – without prior approval by the Loveland Traffic Operations office. If traffic control on any project is found to be in violation of the permit issued, city inspectors will shut the project down and all traffic control will be removed. Repeated violations could result in a ban from work in the city of Loveland rights-of-way.

The city of Loveland right-of-way work permit form has been revised. It is now a one page, two sided form. Certain items have been changed or subtracted, and new stipulations added. PLEASE READ THE NEW FORM CAREFULLY. If you have any questions you should contact our office.

TRAFFIC CONTROL PLANS SUBMITTED

CHECK LIST:

1. Plans must show:
 - a) transition or taper lengths
 - b) street names and location of work
 - c) north arrow
 - d) distances between warning signs, cones, barricades, etc
 - e) types of devices must be labeled and listed
 - f) street and lane widths, flow line to flow line or edge of pavement to edge of pavement
 - g) divided highway – (medians) must have dual signings
 - h) whether there is a state highway permit
 - i) posted speeds
 - j) if arrow boards are required
 - k) if message boards are required
 - l) if affected properties have been given 48 hours notice
 - m) if any “special” signs are required
 - n) if emergency services and school districts have been notified of closures

CITY OF LOVELAND RIGHT-OF-WAY WORK PERMIT

PERMIT NO.: _____ DATE OF APPLICATION: _____
 APPLICANT'S
 NAME: _____
 COMPANY
 NAME: _____
 ADDRESS: _____ CITY: _____

 STATE: _____ ZIP: _____ BUSINESS
 PHONE: (____) _____
 EMERGENCY PHONE: (____) _____ FAX
 PHONE: (____) _____

STARTING DATE OF WORK: _____ COMPLETION
 DATE: _____

If exact date(s) are unknown at the time of application, applicant must notify the city 24 hours prior to start of work or when inspection is requested so that it can be noted on the permit. If project goes past completion date, applicant must obtain approval from the city.

WORK SITE
 LOCATION: _____
If a State Highway, a CDOT permit must be obtained prior to this permit.
 STREET & NUMBER/OR LEGAL
 DESCRIPTION: _____

Is this a City of Loveland Project: Yes ___ No ___ City Project Manager's Name:

If the city project was bid with the specific department taking responsibility for permit fees, the application must be initiated by that department. The TCP, Contractor's insurance requirements, and transfer of funds form must be submitted before the issuance of the permit.

TYPE OF WORK

Excavation Type: _____ Open
 Cut:* _____ Boring: _____

Description of
 Work: _____
 Dimensions: Length: _____ Width: _____ Area: _____ sf _____ Pavement
 Depth: _____
 Roadway Surface:
 Asphalt: _____ Concrete: _____ Gravel: _____ Other: _____

Purpose of
 Project: Water: _____ Sewer: _____ Telephone: _____ Electric: _____ Gas: _____ Other: _____

*City of Loveland regulations call for flow fill to backfill trench. Asphalt thickness = existing thickness plus 1" when patching.

CONCRETE FLATWORK

Remove and Replace: _____ New
 Placement: _____ Other: _____
 Sidewalk: ___ If ___ Curb & Gutter: ___ If ___ C. G. & S. ___ If ___ Drive
 Approach: ___ If

TRAFFIC CONTROL PLAN

TCP approved for date(s) and time
only _____
TCP provided
by _____
Notes _____

PERMIT FEE:

_____ \$30.00 Application and Inspection Fee for Excavation and/or Flat Work
_____ Open cut area (sf) multiplied by \$2.50 - \$7.50 if paved within the last 5 years
_____ TOTAL PERMIT FEE

Contractor states that he has read and understands the regulations printed on the backside of this application.

Certified Traffic Engineering Rep/Date Applicant's Signature/Date

APPLICANT CERTIFIES BEFORE SIGNING PERMIT THAT ALL THE FOLLOWING CONDITIONS ARE UNDERSTOOD::

1. IN ACCORDANCE WITH CITY OF LOVELAND ORDINANCE , ANY AND ALL WORK DONE ON STREETS, CURB & GUTTER, SIDEWALKS, AND PARKWAYS, REQUIRES A RIGHT-OF-WAY PERMIT. THE CITY REQUIRES A FORTY-EIGHT (48) HOURS NOTICE FOR APPROVAL OF THE PERMIT.
2. ANY WORK DONE ON A STATE HIGHWAY WITHIN THE LIMITS OF THE CITY OF LOVELAND REQUIRES BOTH A COLORADO DEPARTMENT OF HIGHWAYS PERMIT AND A CITY OF LOVELAND RIGHT-OF-WAY PERMIT. THE CDOT PERMIT MUST BE OBTAINED FIRST AND PRESENTED AT THE TRAFFIC DEPARTMENT OFFICES WHEN APPLYING FOR THE CITY RIGHT-OF-WAY PERMIT. THE CITY OF LOVELAND WILL NOT ISSUE A RIGHT-OF-WAY PERMIT WITHOUT DOCUMENTATION FROM THE STATE.
3. A COPY OF THE RIGHT-OF-WAY PERMIT MUST BE KEPT ON THE CONSTRUCTION SITE AT ALL TIMES.
4. ALL AFFECTED PROPERTY OWNERS/RESIDENTS ALONG WITH ALL EMERGENCY SERVICES AND SCHOOL DISTRICT; WILL BE NOTIFIED AT LEAST 48 HOURS PRIOR TO ANY LANE OR ROAD CLOSURE UNDER THIS PERMIT.
5. APPROVED CERTIFICATE OF INSURANCE , OR BOND EQUAL TO THE VALUE OF THE WORK DONE, IS IN FILE WITH THE CITY OF LOVELAND TRAFFIC OPERATIONS OFFICE.
6. APPLICANT WILL CALL FOR UTILITY LOCATES BEFORE DIGGING.
7. APPLICANT WILL CALL FOR AN INSPECTION 24 HOURS IN ADVANCE. LEAVE A DETAILED MESSAGE AT 962-2640.

ALL FOREGOING PROVISIONS HAVE BEEN READ AND UNDERSTOOD AND AGREED TO. CONTRACTOR WILL COMPLY WITH ALL CITY ORDINANCES, STATE LAWS, AND PROVISIONS REGARDING SUCH CONSTRUCTION AND ACTIVITIES PURSUANT TO THIS PERMIT.

AGREEMENT FOR RIGHT-OF-WAY

THIS AGREEMENT FOR RIGHT-OF-WAY (“Agreement”) is made and entered into this _____ day of _____, 200_____ by and between _____, _____ and _____.

WITNESSETH:

WHEREAS, _____ is the contract purchaser of a portion of that certain real property comprising approximately _____ acres situated in the City of Loveland, Larimer County, Colorado, legally described in Exhibit “A” attached hereto (“Property”);

WHEREAS, _____ is the owner of real property legally described in Exhibit “B” attached hereto which is adjacent to the Property (“Right-of-way Area”);

WHEREAS, the City of Loveland requires _____ to obtain a Right-of-way from _____ across the Right-of-way Area for the extension of _____: and

WHEREAS, _____ is willing to dedicate, and _____ is willing to purchase such a Right-of-way upon the terms and conditions set forth herein below.

NOW, THEREFORE, in consideration of the premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Upon receipt by _____ of Final Development Plan and Development Agreement approval from the City of Loveland for development of the Property, _____ shall grant a Right-of-way for the extension of _____ Street across the Right-of-way Area (“Right-of -Way”). Such grant shall be made in the standard form utilized by the City of Loveland for such purposes at that time.

2. _____ shall pay to _____ as full compensation for the Right-of-way the sum of _____ Dollars (\$ _____) in _____ (_____) (____) equal installments. The first such installment shall be due and payable within _____ (____) days of the date on which the Right-of-way is granted and the second installment shall be due and payable twelve (12) months thereafter.

3. This Agreement is entered into, and shall be interpreted in accordance with, the laws of the State of Colorado.

4. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, successors and assigns.

5. This Agreement sets forth the entire understanding of the parties with respect to the matters addressed herein, and may only be modified by a written amendment signed by all of the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement or caused it to be executed as of the date first written herein above.

By: _____

Under Agreement Dated: _____

(Company or individual)

By:

Title:

Appendix B-3 Item: City of Loveland Right-of-Way Agreement

I, _____, an attorney licensed to practice law in the State of Colorado, certify, that I have examined title to the above described land dedicated to the City of Loveland, Colorado, and that the parties executing the dedication are owners thereof in fee simple, and the dedicated land is free and clear of all liens and encumbrances.

So sworn this _____ day of _____, 200__.

Attorney at Law, # _____

EXHIBIT “A”
(Legal Description)

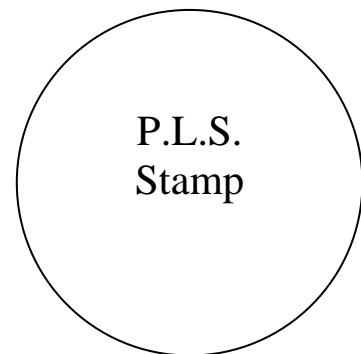


EXHIBIT “B”
(Map)

EXHIBHT "A"
(Legal Description)

P.L.S.
Stamp

GRANT OF TEMPORARY TURNAROUND ACCESS

THIS INDENTURE, made this _____ day of _____, 200____, by and between _____ as their interest may appear, as party of the first part, and the CITY OF LOVELAND, COLORADO, a municipal corporation , hereinafter referred to as “City”, WITNESSETH:

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, first party has this day bargained and sold, and by these presents does bargain, sell convey, transfer and deliver unto the City, its successors and assigns, a temporary turnaround access, in, over and across the real estate hereinafter described, including the perpetual right to enter upon said property at any time that it may see fit, and to use a temporary turnaround for vehicles provided however, that the City shall restore the ground surface after installation of the temporary turnaround to its prior condition after disturbing same. This easement will be null and void upon acceptance by the City of the extension of the roadway which negates the need for the temporary turnaround, to the approval of the City Public Works Street Inspector.

The temporary turnaround access easement hereby granted, situated in Larimer County, Colorado, is described as follows:

SEE TEMPORARY TURNAROUND ACCESS EXHIBIT “A”

TO HAVE AND TO HOLD said temporary turnaround access easement unto the City, its successors and assigns forever.

The first party does hereby covenant with the City that it is lawfully seized and possessed of the real property above described, that it has a good and lawful right to convey the temporary turnaround easement herein granted, that the said temporary turnaround access easement is free and clear of all encumbrances, and that it will forever warrant and defend the title thereto against lawful claims of all person whomsoever.

**CITY OF LOVELAND
ENCROACHMENT PERMIT APPLICATION**

DATE: _____

ATTENTION: _____

TOTAL PAGES: _____

PLEASE REFAX THIS FORM WITH COMMENTS WITHIN TWO (2) WEEKS OF RECEIPT TO:

PHIL LINDGREN, ASSOCIATE TRAFFIC ENGINEER
CITY OF LOVELAND TRAFFIC
1-970-962-2907 FAX TELEPHONE: 1-970-962-2516

ENCROACHMENT PERMIT APPLICATION FOR: _____

TYPE OF STRUCTURE: _____

LEGAL DESCRIPTION OF PROPERTY: _____

APPROVED? _____

COMMENTS: _____

Date: _____

ENCROACHMENT PERMIT REVIEW ROUTING LIST:

Please return to: Jane E. Conklin, Engineering Technician
Loveland Traffic Operations
105 West 5th Street
Loveland, CO 80537
Telephone: 962-2535 FAX: 962-2907

NAME OF APPLICANT: _____

WORK LOCATION: _____

ENGINEERING: _____

Signature/Date

Comments: _____

LIGHT AND POWER: _____

Signature/Date

Comments: _____

STREETS: _____

Signature/Date

Comments: _____

WATER & WASTEWATER: _____

Signature/Date

Comments: _____

CITY OF LOVELAND TRAFFIC OPERATIONS
105 W. 5TH ST., LOVELAND, CO 80537
(970) 962-2535 FAX: (970) 962-2907

DATE: _____

APPROVAL OF TRAFFIC CONTROL PLAN SUBMITTAL

PLAN SUBMITTED BY _____

FAX NO. _____ DATE SUBMITTED _____

LOCATION SUBMITTED FOR _____

CONTRACTOR/ENTITY SUBMITTED FOR _____

DATES T.C.P. IS NEEDED _____

NOTES: _____

TRAFFIC CONTROL PLAN IS:

APPROVED _____ **NOT APPROVED** _____

IF NOT APPROVED FOLLOWING CHANGES / CORRECTIONS / ADDITIONS / DELETIONS MUST BE MADE AND THE PLAN RE-SUBMITTED TO CITY OF LOVELAND TRAFFIC:

Plan clean/legible _____

Transition or Taper Lengths _____

Street Names (Location of work) _____

North Arrow _____

Distance between warning signs, cones, barricades _____

Type of device _____

Street and lane widths, flowline / flowline, or edge of pavement / edge of pavement _____

Divided Highway/Dual Signage (Medians) _____

State Highway Permit _____

Posted Speed _____

Arrow Boards Required _____

Message Boards Required _____

Notification of Affected Properties _____

Notification of Emergency Services/School District _____

Special Signs Needed _____

Special Instructions: _____

RIGHT-OF-WAY PERMIT NUMBER FROM CITY OF LOVELAND _____

Authorized Representative/City of Loveland Traffic Operations

City of Loveland Application for Building Permits

Building Division * 500 E 3rd St * Loveland, CO 80537
General Information (970)962-2505 * Inspection Line (970)962-2100 * TDD (970)962-2620 * FAX (970)962-2904

Address: _____		Lot Size: _____ sf		
Lot: _____	Block: _____	Subdivision: _____		
Owner Name: _____		Phone: _____		
Address: _____				
(Street)		(City)		
(State)		(Zip Code)		
Contractor Name: _____		License Number: _____		
		Phone: _____		
<input type="checkbox"/> Residential <input type="checkbox"/> Non-Residential <input type="checkbox"/> New Building <input type="checkbox"/> Alteration <input type="checkbox"/> Addition				
Proposed Use:	Existing Use:	Building Height:	Construction ft. Type:	
Occupancy Group:	Occupant Load:			
Number of Units:	Number of Stories:	Number of Bedrooms:	Number of Bathrooms: Full- 3/4- 1/2-	
Fireplace? Y N #	Gas Logs? Y N	Type of Heat: Gas Electric	Electric Service Size: Amps	
Water Meter Size: inch	Number of Meters Electric: Water:			
Garage (Detached / Attached) sf	Basement (sf) Fin Unfin	1st Floor (sf) Fin Unfin	2nd Floor (sf) Fin Unfin	
3rd Floor (sf) Fin Unfin				
Carpport sf	Porch sf (Roof? Y N)	Deck sf (Roof? Y N)	Storage sf (Proposed Use:)	
Foundation Plans? <input type="checkbox"/> Received <input type="checkbox"/> At Issuance		Valuations		
Master Plan Number: _____		<input type="checkbox"/> Full Permit <input type="checkbox"/> Traffic Impact Study <input type="checkbox"/> Fig. & Fndn. <input type="checkbox"/> Traffic Worksheet		
Describe Work/List Options:		Total Valuation \$		
		Electrical Subcontractor Valuation \$		
		Mechanical Subcontractor Valuation \$		
		Plumbing Subcontractor Valuation \$		
I certify this application is correct. I agree to perform the work described according to plans and specifications submitted and approved. I agree to comply with all city ordinances, state laws and building codes.				
Signature _____		Date _____		
		Received By _____		
		Date _____		
*** Office Use Only ***				
Staff Comments:		Application Information		
		LID No.:	F & F	Total
		Zoning:	Fees:	
		Insp. Area:	Date:	
SR No.:				
Building Official:		Variance No.:	Application Number:	



CITY OF LOVELAND
COMMUNITY SERVICES
Development Center

500 East Third • Loveland, Colorado 80537 • FAX (970) 962-2904 • TDD (970) 962-2620
Building Current Planning Engineering Land Records
(970) 962-2505 (970) 962-2525 (970) 962-2501 (970) 962-2645

GRADING, EXCAVATING AND FILL PERMIT

The city of Loveland has adopted Chapter 15 of the Loveland Municipal Code through which construction practices and building codes are administered. The grading, excavating and fill provisions are contained in the building code. The purpose of these guidelines is to safeguard life, limb, property and the public welfare by regulating the movement of dirtwork on private and surrounding property.

Exemptions from this permit include:

- >Grading in isolated, self-contained areas where there is no danger to public or private property.
- >Excavation activity when it is part of a project requiring a building permit (review and approval will be part of the building permit approval process).

For a complete list of exceptions, refer to the currently adopted building code.

Permit applications may be obtained at the Development Center, Building Division or contact (970) 962-2505.

Application information must include:

- >Name and address of the property owner and applicant.
- >Legal description and address of the property.
- >Vicinity map showing important physical features such as creeks and streams, etc.
- >Three (3) sets of construction documents which indicate property boundaries, location of structures on the property or within 20 feet of the property, location of the excavation site, existing and proposed final contours of the site, detailed plans showing provisions for on site stormwater detention and runoff.
- >Completion of the following ancillary documents to be completed with each grading permit application is required:
 - U.S. Army Corp of Engineers Pre-Construction Notification (PCN) and a copy of 404 Permit and/or correspondence from the Corp.*
 - State of Colorado General Permit Application, Stormwater Discharge Permit and a copy of permit acceptance letter from the State.*
 - Colorado Department of Public Health & Environment Air Pollutant Emission Notice-Dust Control Plan-and-Application for emission permit and copy of permit acceptance letter from the State.*



Plan Review and Permit Fees

Fees for both the plan review and permit are established in accordance with the most currently adopted building code and per the Table on the reverse of this sheet. To compute these fees, the total number of cubic yards of material involved as well as valuation of the project is needed.

Inspections

The City of Loveland will inspect the site during the review and during the construction process as well as after the project is complete.



Printed on
Recycled Paper

Appendix B-3 Item: City of Loveland Permit to Move a Building

APPLICATION FOR A PERMIT TO MOVE A BUILDING

On Streets, Alleys and Other Public Ways in the City of Loveland

Date: _____

A. OWNER AND BUILDING INFORMATION

Owner of Building:			Type of Building:	
Size of Building:	Length:	Width:	Ht.:	Loaded Ht.:
Present Location:				
To Be Moved To:			Date/Time of Move:	
Route to be Used:				

B. BUILDING MOVER INFORMATION

Name of Mover:	PUC License No.:
Type of Insurance Coverage/Amount Carried:	
Insurance Company:	Date Insurance Filed with City Clerk:

C. NOTIFICATION OF CITY DEPARTMENTS AND UTILITY COMPANIES (see attached list):

City Department/ Utility Company	Person Coordinating	Est'd Cost to City Dept./Utility Co.	Comments (i.e. any further notice, meeting places/times)
City of Loveland Water and Power Dept.			
City of Loveland Police Department			Call dispatch prior to move at 667-2151.
U.S. West Communications, Greeley			
Public Service Company, Fort Collins			
Comcast Communications Longmont			
Poudre Valley REA, Fort Collins			1 day notice prior to move.
City of Loveland Engineering Division, Traffic Engineer			

D. If the date/time of move changes or at the time of application the date/time is unknown, it is the mover's responsibility to notify all the above agencies. The mover assumes all responsibility for damages resulting from the moving of the building in the City of Loveland. A FAX copy of the permit is acceptable in order to get agencies signatures, but we require the permit to have the mover's original signature on it.

Mover: _____

City Engineer Approval: _____

EROSION CONTROL PROCEDURES

Erosion Control is required for any of the following operations: (1) The new construction of 3plex or larger residential or non-residential buildings and/or all non-residential building additions. (2) Land development earth work for subdivisions.

(1) Building Construction - Grading and Building Permit Application:

At Permit Application the "Applicant" shall submit an Erosion Control Plan to the Building Division.

Routing and Review requires 15 Working Days: Two Copies of Plan Required

The Building Division routes one plan to Public Works Stormwater Engineering (Kevin Gingery @ 962-3571) at the Service Center for review & comments. Stormwater Engineering will contact the "Applicant/Contractor" if revisions are required. The other plan is routed to Public Works Engineering.

(2) Land Development Earth Work:

Earth Work may begin once the "Contractor" has installed an accepted Erosion Control Plan and been issued a Grading Permit by the City of Loveland.

Routing and Review:

An Erosion Control Plan is required to be submitted with the final construction plans for public improvements. The Community Services Planning Division routes the plans to Public Works Stormwater Engineering (Kevin Gingery @ 962-3571) at the Service Center for review & comments. Stormwater Engineering will contact the "Applicant" if revisions are required. Stormwater Engineering also contacts Public Works Engineering once the plan is accepted.

Field Installed Erosion Control:

The accepted Erosion Control Plan is installed at the work site. Once installation is complete the "Contractor" calls Public Works Engineering Two-Working-Days in advance for an inspection, (Dave DeBaere @ 962-2510). The Public Works inspector will inspect and list the inspection results on the AS-400 (the City's Computer System) and contact the "Contractor".

Acceptance: Once Erosion Control measures have been properly installed in the field. The Public Works Engineering Inspector will release that portion of the requirement for a grading and/or building permit.

Erosion control **NOT** properly installed:

The Public Works Engineering Inspector will notify the "Contractor" of what is required to correct the plan.

Permit Issued:

The Public Works Engineering Inspector will perform random inspections of temporary erosion control during construction. The "Contractor" is required to maintain temporary erosion control measures during construction, if temporary erosion control measures are not properly maintained the "Contractor" will be subject to a "Stop Work Order".

Request for final inspection:

Inspection of all **permanent** erosion control improvements. The "Contractor" shall call Public Works Engineering for final inspections.

Appendix B-4

NOTE: Contact Local Entity Engineer for Current Fees.

Fees:

- City of Fort Collins (Add When Available)
- City of Loveland (Add When Available)
- Larimer County (Add When Available)