

60.12

**FIRST AMENDMENT TO REIMBURSEMENT AGREEMENT
Rocky Mountain Village 12" Water Transmission Line Phases 1-4**

THIS FIRST AMENDMENT TO REIMBURSEMENT AGREEMENT is made this 4 day of March, 2010, by and between the CITY OF LOVELAND, COLORADO ("City") and the CITY OF LOVELAND WATER UTILITIES ("Developer").

WITNESSETH:

WHEREAS, the parties entered into a Reimbursement Agreement dated January 23, 2003 ("Agreement"), attached hereto as Appendix 1, to provide for the reimbursement of certain water improvements known as Rocky Mountain Village 12" Water Transmission Line Phases 1-4 ("Improvements"); and

WHEREAS, the Agreement obligates certain properties located along the line of the Improvements in **Section 34, Township 6 North and Range 68 West and Sections 3, 4, 9, 10, Township 5 North and Range 68 West of the 6th P.M., City of Loveland, County of Larimer, State of Colorado**, as more specifically described in Exhibit E to the Agreement, and Exhibit F, attached hereto; and

WHEREAS, the parties desire to amend the Agreement as set forth herein.

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

1. The Agreement is hereby amended by addition of Exhibit F and Exhibit G, attached hereto and incorporated herein by reference.

2. The Agreement is hereby amended by addition of the following paragraph:

3. **FUTURE SUBDIVISION**

If any of the parcels or lots listed in Exhibits E and F are subdivided after January 1, 2010, the then-owner(s) of the parcel shall be required to pay the full reimbursement amount due for said parcel under this Agreement before receiving the City's approval of the final plat for said subdivision.

3. Except as modified herein, all other terms and conditions of the Agreement shall remain in full force and effect.

4. This First Amendment shall be recorded with the Larimer County Clerk and Recorder and shall run with the land.

CITY OF LOVELAND
500 E 3RD ST
LOVELAND, COLORADO 80537



RECEPTION#: 20100013625, 03/11/2010 at
08:47:39 AM,
1 OF 44, R \$221.00 TD Pgs: 0
Scott Doyle, Larimer County, CO

THIS FIRST AMENDMENT TO REIMBURSEMENT AGREEMENT was entered into on the date first set forth above.

CITY OF LOVELAND, COLORADO

By: *Ralph Mullinix*
Ralph Mullinix, Director
Department Water & Power



DEVELOPER:

City of Loveland Water Utilities
200 N. Wilson Avenue
Loveland, CO 80537

By: *Stephen Adams*
Stephen C. Adams, Manager
Water Utilities Division

ATTEST:

Tricia S. Andrews
City Clerk

APPROVED AS TO FORM:

David Ellis
City Attorney, *Asst.*

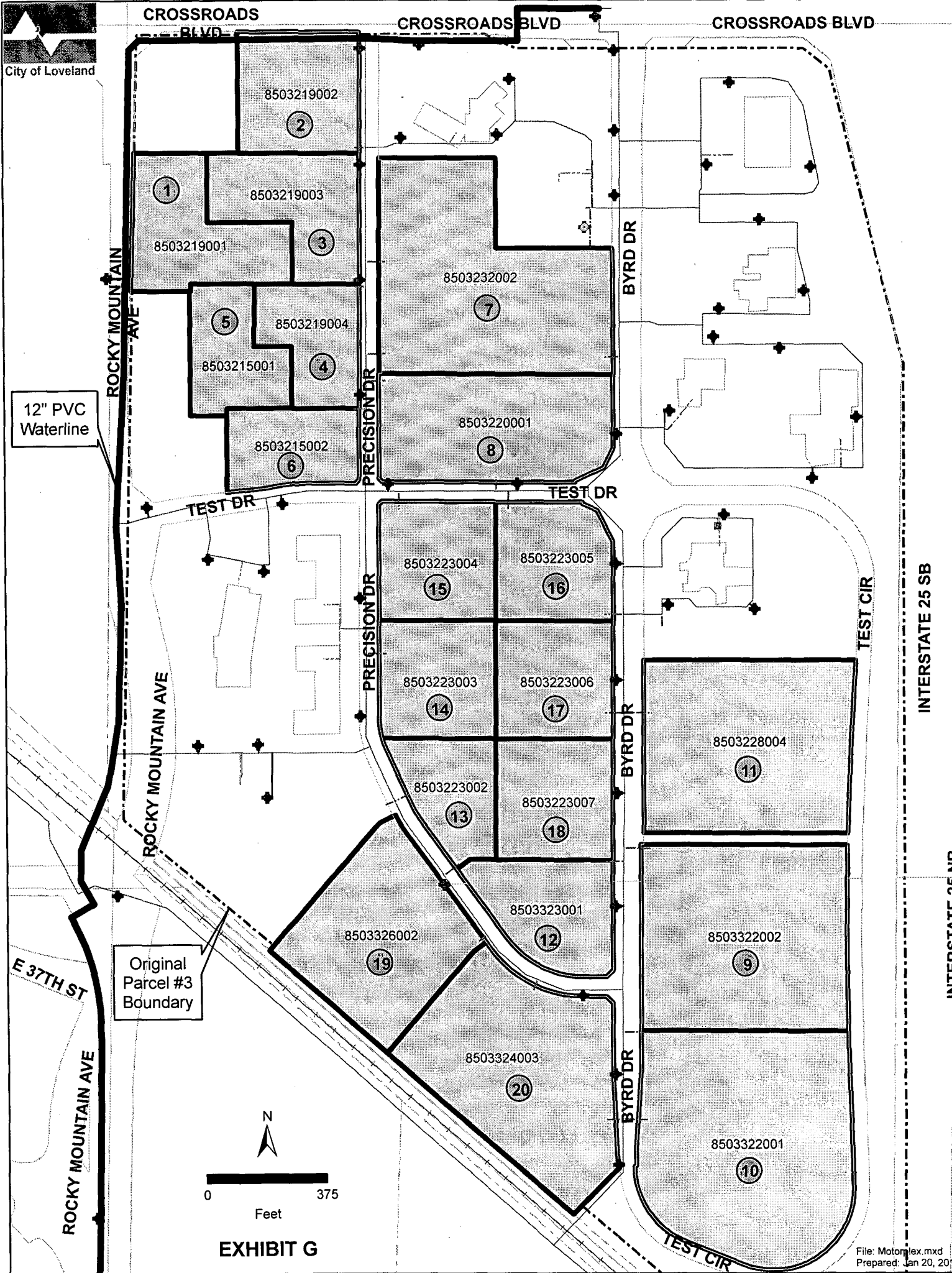
Exhibit F

Parcel 3 (Parcel ID 8503005001) Revised Reimbursement Determination and Allocation.

All other parcels remain as shown on Exhibit E.

The total eligible reimbursement as determined by the original agreement was \$10.68/LF (in base cost index dollars) of property along each side of the 12" water line (See Exhibit E in original agreement). The total LF of Property along the 12" water line is 4,100 LF. Heska paid for 725 LF, leaving 3,375 LF still due or \$36,045 (in base cost index dollars). This unpaid reimbursement is spread over the remaining unbuilt lots within Parcel 3 (excluding all Outlots). The total area of unbuilt lots is 3,947,901 SF. This leaves a reimbursement amount of \$0.0091/SF (in base cost index dollars). The Final Estimated Reimbursement payment shall be increased or decreased from the base cost index (December 1997) to reflect the ENR construction cost index as outlined in the original agreement. The December 1997 date reflects when the 12" water line was accepted.

Reference	Parcel ID	Legal Lot Name	Subdivision	Current Parcel Owner	Parcel Area (SF)	Estimated Reimbursement Cost (in base cost index dollars)
1	8503219001	LOT 1, BLOCK 1	MYERS GROUP PARTNERSHIP #949 THIRD SUB	CIP 401 INVESTMENTS, LLC	145,591	\$ 1,329.54
2	8503219002	LOT 2, BLOCK 1	MYERS GROUP PARTNERSHIP #949 THIRD SUB	CIP 401 INVESTMENTS, LLC	139,124	\$ 1,270.49
3	8503219003	LOT 3, BLOCK 1	MYERS GROUP PARTNERSHIP #949 THIRD SUB	CIP 401 INVESTMENTS, LLC	137,749	\$ 1,257.93
4	8503219004	LOT 4, BLOCK 1	MYERS GROUP PARTNERSHIP #949 THIRD SUB	CIP 401 INVESTMENTS, LLC	99,671	\$ 910.20
5	8503215001	LOT 1, BLOCK 2	MYERS GROUP PARTNERSHIP #949 FIRST SUB	CIP 401 INVESTMENTS, LLC	98,223	\$ 896.98
6	8503215002	LOT 2, BLOCK 2	MYERS GROUP PARTNERSHIP #949 FIRST SUB	CIP 401 INVESTMENTS, LLC	96,057	\$ 877.20
7	8503232002	LOT 2, BLOCK 2	MYERS GROUP PARTNERSHIP #949 3RD AMD LOTS 2&3 BLOCK 2	NMP3 INVESTMENTS, LLC	376,522	\$ 3,438.41
8	8503220001	LOT 1, BLOCK 2	MYERS GROUP PARTNERSHIP #949 THIRD SUB	SMP5 INVESTMENTS, LLC	233,207	\$ 2,129.66
9	8503322002	LOT 2, BLOCK 4	MYERS GROUP PARTNERSHIP #949 THIRD SUB	SMP5 INVESTMENTS, LLC	366,223	\$ 3,344.36
10	8503322001	LOT 1, BLOCK 4	MYERS GROUP PARTNERSHIP #949 THIRD SUB	SMP5 INVESTMENTS, LLC	441,654	\$ 4,033.20
11	8503228004	LOT 4, BLOCK 4, AMD LOTS 3,4 AND 5, BLK 4	MYERS GROUP PARTNERSHIP #949 3RD	SMP4 INVESTMENTS, INC/LITHIA REAL ESTATE, INC	348,490	\$ 3,182.43
12	8503323001	LOT 1, BLOCK 5	MYERS GROUP PARTNERSHIP #949 THIRD SUB	SMP5 INVESTMENTS, LLC	130,665	\$ 1,193.24
13	8503223002	LOT 2, BLOCK 5	MYERS GROUP PARTNERSHIP #949 THIRD SUB	SMP5 INVESTMENTS, LLC	97,496	\$ 890.34
14	8503223003	LOT 3, BLOCK 5	MYERS GROUP PARTNERSHIP #949 THIRD SUB	SMP4 INVESTMENTS, INC	129,333	\$ 1,181.07
15	8503223004	LOT 4, BLOCK 5	MYERS GROUP PARTNERSHIP #949 THIRD SUB	SMP4 INVESTMENTS, INC	130,752	\$ 1,194.03
16	8503223005	LOT 5, BLOCK 5	MYERS GROUP PARTNERSHIP #949 THIRD SUB	SMP4 INVESTMENTS, INC	127,841	\$ 1,167.45
17	8503223006	LOT 6, BLOCK 5	MYERS GROUP PARTNERSHIP #949 THIRD SUB	SMP4 INVESTMENTS, INC	130,802	\$ 1,194.49
18	8503223007	LOT 7, BLOCK 5	MYERS GROUP PARTNERSHIP #949 THIRD SUB	SMP5 INVESTMENTS, LLC	135,261	\$ 1,235.21
19	8503326002	LOT 2, BLOCK 6	MYERS GROUP PARTNERSHIP #949 THIRD SUBDIVISION, AMD PLAT OF LOTS 1 & 2, BLOCK 6	CENTERRA PROPERTIES WEST, LLC	247,460	\$ 2,259.82
20	8503324003	LOT 3, BLOCK 6	MYERS GROUP PARTNERSHIP #949 THIRD SUB	SMP5 INVESTMENTS, LLC	334,970	\$ 3,058.96



City of Loveland

12" PVC Waterline

Original Parcel #3 Boundary

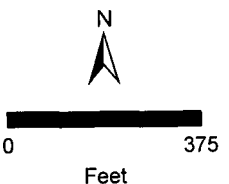


EXHIBIT G

REIMBURSEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 23rd day of January, 2003, by and between the CITY OF LOVELAND, COLORADO, a municipal corporation, hereinafter called the "City" and **City of Loveland Water Utilities** hereinafter called the "Developer",

WITNESETH

WHEREAS, the Developer finds it necessary and desirable to provide for the installation of certain water improvements ("Improvements") which are the subjects of this Agreement, which are known as Rocky Mountain Village 12" Water Transmission Line Phases 1-4; and

WHEREAS, the City has adopted the Water and Sewer Line Extension Policy ("Policy"), attached hereto as Exhibit A, which sets forth the City's policy concerning the extension of water and sewer facilities;

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

1. **REFUNDING**

It is agreed that the Developer shall have an opportunity to recoup from subsequent future development along the line of the Improvements a portion of the actual costs of the Improvements. The Improvements are shown on attached Exhibit B and described as:

- A. Ten thousand three hundred lineal feet (10,300 L.F.) of twelve-inch (12") PVC water line and all appurtenances.

For the purpose of providing an opportunity for reimbursement to the Developer, the City agrees, subject to the provisions contained in this Agreement, to collect certain sums of money as set forth herein, in addition to all other fees and sums collected by the City, from those persons who commence subsequent future development along the line of the Improvements as set forth in section 1.3.3.1 of the Policy.

The properties along the line of the Improvements which are subject to this Agreement are located in Section 34, Township 6 North and Range 68 West and Sections 3, 4, 9, 10, Township 5N and Range 68 West of the 6th P.M., in the City of Loveland, County of Larimer, State of Colorado and can be seen in Exhibit C.

Any portions, lots, or pieces of property that result from the splitting, subdividing or replating of any of the above described properties are subject to this Agreement.

At the time that a water service line or extension, which serves all or any of the above described properties, is installed, regardless of whether or not the service line or extension is connected to the Improvements, the City shall attempt to collect from the person(s) installing said water line or extension, the following described fee(s):

- a) The reimbursement for the Developer's portion of the 12" water line is based on cost for the installation of the 12" water line during the construction of the Rocky Mountain Avenue 12" Water Transmission Line Phases 1-4. The actual costs for the 12" water line are \$294,401.88 of which the Developer's portion is \$220,000. Therefore the total reimbursement due to the Developer is \$220,000. These costs are based on information shown in Exhibit D, Construction Bids and Cost Analysis. The Developer identified 15 properties that could ultimately benefit from the construction of this 12" water line. These properties are shown in Exhibit C. The determination and allocation of the reimbursement costs per property and the obligated properties and list of current owners are shown in Exhibit E.
- b) The sum of money, as calculated above, shall be increased or decreased to reflect fluctuations in the construction cost index (20 city average) as published in the most recent issue of the Engineering News Record (ENR). The base cost index shall be the index in effect at the time the construction quote or bid is obtained: December 1997, ENR Index.
- c) The fee shall be collected by the City, and shall be payable to the Developer as reimbursement for the costs of installing the Improvements.
- d) The Developer shall be responsible for recording and paying for the costs for recording this Agreement with the Larimer County Clerk and Recorder.

Summary of Exhibits:

- | | |
|-----------|---|
| Exhibit A | City of Loveland Water and Sewer Line Extension Policy |
| Exhibit B | Construction Plan Extract |
| Exhibit C | Conceptual Site Plan |
| Exhibit D | Cost Analysis and Construction Bids |
| Exhibit E | Determination and Allocation of Reimbursement Costs and Description of Obligated Properties and List of Property Owners |

2. **TERM, EFFECT AND INTEGRATION**

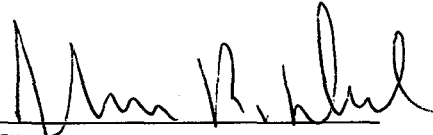
It is expressly understood and agreed that the terms of this Agreement shall be binding upon and inure to the benefit of the heirs, successors, representatives, and assigns of the parties hereto; and that the reimbursement provisions of this Agreement shall be in force and effect only for a period of twenty (20) years from the date the City accepted the Improvements, which in this case was on November 2, 1998 or until maximum reimbursement is made.

No assignment by the Developer of any rights under this Agreement shall be effective with respect to the City until written notification from the Developer of such assignment is received by the City's Water and Power Department Director

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

APPROVED AS TO FORM:

THE CITY OF LOVELAND
A Municipal Corporation



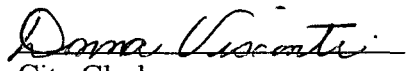
City Attorney



Water and Power Department Director




[SEAL]



City Clerk

DEVELOPER:

City of Loveland Water Utilities
200 North Wilson Avenue
Loveland, CO 80537

By: 

Title: WATER UTILITIES M.D.

ATTEST (if a corporation)

[SEAL]

Corporate Secretary

EXHIBIT A

EXHIBIT "A"

1.3 WATER AND SEWER LINE EXTENSION POLICY

1.3.1 Introduction

1.3.1.1 Statement of Purpose -- It is the purpose of this policy to provide a fair and equitable distribution of the costs of installing water and sewer lines to all the parties benefiting from their installation. This policy covers most cases, but recognition is made that special cases may occur. When special cases do occur, deviations may be made from the specifics of the policy, provided the final arrangements maintain the fair and equitable intent. Such arrangements can be made through the mutual consent of the Director of the Water/Wastewater Department and the owner or developer of the property. Such arrangements shall be contained in a development agreement executed by the developer and the City.

1.3.1.2 Definitions

- A. "City" means the City of Loveland, Colorado.
- B. "Developer" means the subdivision developer, parcel owner or any other party or parties who are having a water or sewer line installed within the City's service area.
- C. "Property" means the subdivision, parcel, lot, tract or any other described piece of land for which the water or sewer line is being installed.
- D. "Utility Director" means the Director of the City of Loveland Water/Wastewater Department.

1.3.2 Line Installation Policy

1.3.2.1 In order to facilitate the orderly continuation of the City water distribution and sewage collection systems, water and sewer mains shall be installed to the furthest point or points of a property and within all rights-of-way if it is determined by the Water/Wastewater Department that those lines are needed to provide service to other properties beyond the subject property.

1.3.2.2 All mains which are necessary for the service to or within a property or as required in Section 1.3.2.1 shall be installed at the cost of the developer, except for the following conditions:

- A. If the line is installed along the side of the property the developer may be eligible for reimbursement of half of the cost of that line as provided in Section 1.3.3.
- B. Mains larger than those required to serve the property but required by the City shall be subject to the provisions of Section 1.3.4.

1.3.2.3 Prior to construction, plans and specifications for the water and sewer systems to be installed shall be reviewed and approved by the Water/Wastewater Department.

1.3.2.4 The developer shall be responsible for payment of the City's inspection costs. Such costs shall be in accordance with the schedule adopted by the Utility Director showing the cost for inspection by lineal footage of the water or sewer main to be inspected. Payment of such costs shall be made prior to issuance of any building permits.

1.3.2.5 Upon completion of the work and acceptance by the City the water distribution and sewage collection systems shall become the property of the City.

- A. The City shall own and maintain the water mains, water main appurtenances, fire hydrants, service lines to the meter pit or curb stop, the meter pit or vault and the meter and other appurtenances in the pit or vault. For fire service lines the City ownership ends at the valve on the main or the point of connection to the last domestic service off the line.
- B. The City shall own and maintain the sewer mains, manholes and regional sewage lift stations. The sewer services are owned and maintained to the sewer main by the property owners.

1.3.2.6 All workmanship and materials shall be warranted by the developer against any defects for a period of one year from the date of acceptance by the City. Any repair or reconstruction performed during such warranty period as a result of defects in material and/or workmanship shall be warranted for a period of one year from the acceptance of such repair or reconstruction by the City.

1.3.2.7 Areas which are served by private lines that were not constructed according to City approved plans and specifications shall have mains complying to the City standards installed and extended to serve the areas and the cost thereof shall be paid by the owners served, or assessed against the owners in accordance with applicable laws.

1.3.2.8 No mains shall be extended outside the Urban Growth Boundary, except as may be necessary to serve the property within the City or upgrade service to existing customers, without the express consent and approval of the City Council.

1.3.3 Reimbursement Policy and Procedure

1.3.3.1 Reimbursement for Line Extensions Through Undeveloped Property -- A developer may find it necessary to install a water or sewer line through undeveloped property to obtain service. Such person may request the establishment of a reimbursement agreement to recover a portion of the line installation costs from subsequent future development along the line.

- A. The establishment of a reimbursement agreement is optional and must be requested by the developer prior to construction of the line.
 - B. The developer shall obtain three independent written quotes or bids for the line. The lowest bid shall be the reimbursable amount, regardless of whether the low bidder performs the work or not. The quotes or bids shall be obtained for doing the work in a reasonable but not an accelerated time period.
 - C. The reimbursable amount shall be increased or decreased to reflect fluctuations in the "Engineering News Record" construction cost index (20 city average). The date of the construction quote or bid shall establish the initial index value.
 - D. The reimbursement agreement shall expire after a period of twenty (20) years from the acceptance of the line.
 - E. Reimbursement payments shall be due and payable prior to the installation of any service or line extension to the undeveloped parcel, regardless of whether or not the service or line extension is connected to the line eligible for reimbursement.
 - F. If the line is installed through or adjacent to more than one property, the future developers shall pay for their proportional share based on the footage of line through or adjacent to their property.
 - G. If the line is installed in a right-of-way or in an easement along a property line between two parcels, the developer on each side shall pay fifty percent of the reimbursement amount.
- 1.3.3.2 **Reimbursement for Installation of Lines in Adjacent Right-of-Way** -- A developer may be required under Section 1.3.2.1 to install a water or sewer main in a right-of-way adjacent to the property being developed. Such person may request the establishment of a reimbursement agreement to recover fifty percent of the line installation costs from the future developer of the adjacent property. The provisions of Section 1.3.3.1.A through 1.2.2.1.F shall apply.
- 1.3.3.3 **Reimbursement for Line Extensions Through Undevelopable Property** -- A developer may find it necessary to install a line through an area that cannot be developed to obtain service. The developer may be eligible to establish a reimbursement agreement in the following cases:
- A. If the line is a sewer main that will provide service to other properties adjacent to or upstream of the existing development, the developer may recover a portion of the construction costs from the other property owner. The cost distribution shall be in proportion to the gross developable acreage of all tributary properties, as determined by the developer's engineer and approved by the City.
 - B. If the line is a water main, the developer may recover a portion of the construction costs through one of the two following methods.
 - 1. If the water line will serve an identifiable service area, the developer may recover a portion of the construction costs from the developers of the other properties in the service area. The cost distribution will be in proportion to the gross developable acreage of all the properties in the service area, as determined by the developer's engineer and approved by the City.
 - 2. If the water line will be required as part of the grid of the City's water distribution system, the cost of the line may be paid for by the City, contingent on fund availability. The City's participation will be administered under the procedures of Section 1.3.4.
 - C. The provisions of this section shall be applicable in cases where the line will be installed through or adjacent to properties that are served or committed to be served by other water or sewer districts.
- 1.3.3.4 **Reimbursement for Line Extension Through Previously Developed Areas** -- A developer may find it necessary to replace an existing undersized or otherwise inadequate line to obtain service. The developer may be eligible to establish a reimbursement agreement in the following cases:
- A. If a property adjacent to the replacement line had a tap on the original undersized line and is later subdivided the developer of this second property shall reimburse the original developer an amount determined as follows:

$$L \times C \times (N-T) \times 50\%$$
 where: L = Length of frontage
 C = Cost per foot of the line
 N = Number of lots in the new development
 T = Number of taps on the original line
 To be eligible for such reimbursement the developer must establish a reimbursement agreement as provided in Section 1.3.3.1.A through 1.3.3.1.F.
 - B. If the line to be replaced is in such a condition or configuration that it would in the opinion of the Water/Wastewater Department be eligible for replacement, the City may pay the portion of the cost that it would incur to replace or upgrade the line, subject to fund availability. Such City participation shall be administered in accordance with Section 1.3.4.

1.3.3.5 **Reimbursement for Major Structures** -- A developer may find it necessary to install a major structure to obtain water or sewer service. The developer may be eligible to establish a reimbursement agreement.

- A. A reimbursement agreement may be established if the major structure is a component of the water distribution or sewage collection system that will bring direct benefits to an identifiable area. Examples are:
 - 1. Sewage lift stations
 - 2. Water booster pump stations
 - 3. River or highway crossings
- B. Costs shall be distributed in proportion to the developable area being served, as determined by the developer's engineer and approved by the City.
- C. To be eligible for reimbursement, the developer shall establish a reimbursement agreement as provided in Section 1.3.3.1.A through 1.3.3.1.E.

1.3.4 **Line Oversizing Policy**

1.3.4.1 **General** -- The purpose of the line oversizing policy is to enable a developer to install an oversized water or sewer line with no expense to that developer beyond what is required for their development or to receive repayment for those extra expenses. The "oversized" portion is the difference between the line size required by the property and the line size required by the City to meet future growth demands. The developer is required to bear the full costs for installing all water and sewer lines up to 8" in diameter, or larger if required to serve the development.

1.3.4.2 **Line Sizing** -- The actual size of water or sewer line required shall be determined by the City. Criteria to be used for this determination shall include, but shall not be limited to the following:

- A. Utility Master Plan requirements.
- B. Potential future demand on the water or sewer system as related to the proposed development.
- C. Hydraulic design criteria of the water or sewer system.

1.3.4.3 **City Participation in Oversizing Project** -- The City may require a developer to install an oversized water or sewer line. If an oversized line is required, the City will participate in the project cost.

- A. If the City has funds available in its oversizing budget and the City's participation is less than \$5000.00, the City will pay its portion to the developer on completion of the project and receipt of the final cost summary.
- B. If the City has funds available in its oversizing budget and the City's participation is greater than \$5000.00, the City will make interim payments based on partial pay estimates for work completed and cost summaries from the developer's project manager or engineer.
- C. If the City does not have funds available in its oversizing budget to participate in the project at the time of construction, the City will reimburse the developer for the cost of the line over a period not to exceed ten years at a rate of eight percent (8%) per annum. An agreement shall be executed by the City and the developer detailing the terms of the reimbursement, to be established at that time.

1.3.4.4 **Initial Oversizing Not Required** -- If the City determines that a line in a certain location will need to be oversized at some point in the future but elects not to require oversizing of the line at the time of initial construction, the developer may elect to either install the size of line needed for the development or install the oversized line.

- A. If the oversized line is not installed the developer will not be eligible for any reimbursements for that line. Any reimbursements that would normally be eligible under the provisions of Section 1.3.3 shall accrue to the City for construction of the oversized line.
- B. If the oversized line is installed the developer will be eligible for certain construction cost reimbursements and for future oversizing participation by the City.
 - 1. The developer will be eligible for reimbursements as provided in Section 1.3.3 for the 8" portion of the oversized line.
 - 2. The City will pay for the oversized portion of the line when it is determined by the City that the line, or a portion thereof, is needed for the service area. A construction cost estimate will be made at that time to determine the amount to be paid by the City.

1.3.4.5 **Determination of Eligible Project Costs**

- A. The costs of the materials and installation of an oversized line shall be shared between the City and the developer in accordance with the following tables.

PERCENTAGE PAID BY THE CITY FOR OVERSIZED WATER LINES										
		Size of Water Line Installed								
		8"	10"	12"	14"	16"	18"	20"	24"	30"
Size of Water Line Needed	8"	0	30	48	62	70	76	80	84	88
	10"		0	27	46	59	66	71	77	82
	12"			0	25	44	54	61	69	76

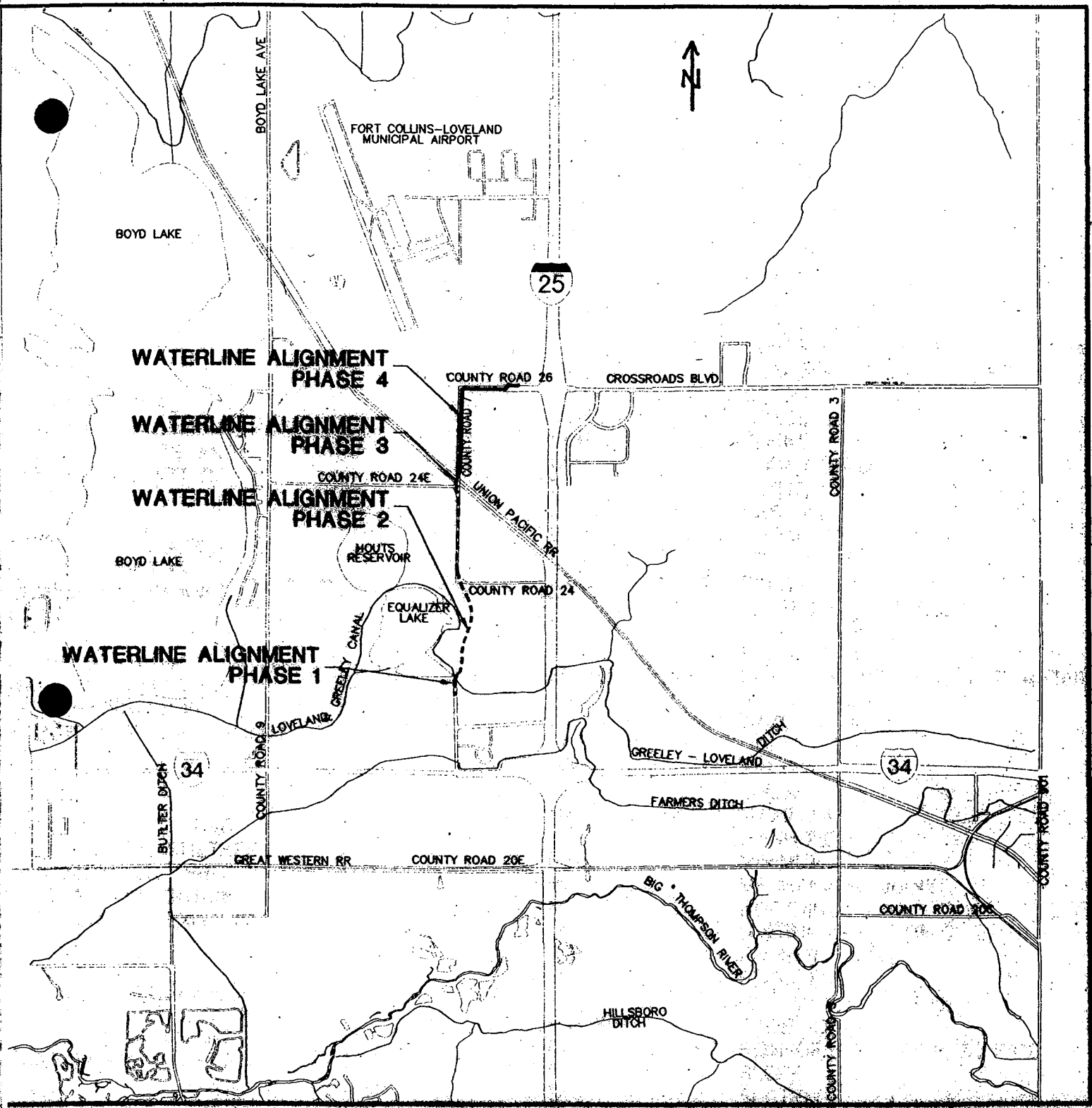
PERCENTAGE PAID BY THE CITY FOR OVERSIZED SEWER LINES										
		Size of Water Line Installed								
		8"	10"	12"	15"	18"	21"	24"	27"	30"
Size of Sewer Line Needed	8"	0	16	30	49	63	71	78	81	83
	10"		0	18	37	54	66	72	77	79
	12"			0	24	45	59	68	73	76

- B. Only those components of the water or sewer line project that are oversized shall be included for oversizing participation. Eligible costs include those costs to furnish and install the oversized pipe, fittings, valves and service saddles. The costs for design, service lines, manholes, surface repairs and connected lines and appurtenances are not eligible. Sewer manholes will be included if larger than a 4-foot diameter manhole is needed because of the sewer line size.
- C. Construction Quotes -- If the City participation is estimated to be \$5000.00 or less, the developer shall obtain a minimum of three written quotes from qualified contractors for construction of the oversized line. The quotations shall be based on construction of the line in a reasonable but not an accelerated time period. The City and the developer shall agree on a reasonable time frame to be included in the request for quotations. The lowest quote shall be the basis for determining eligible costs. If the City's portion is greater than \$5000.00, the developer may either accept \$5000.00 as the maximum compensation or have a public, competitive bid.
- D. Competitive Bids -- If the City's participation is estimated to be greater than \$5000.00, the developer shall obtain competitive bids for the construction of the oversized line, in accordance with the State laws and City procedures for capital projects. The bids shall be based on construction of the line in a reasonable but not an accelerated time period. The City and the developer shall agree on a reasonable time frame to be included in the request for quotations. The City and the developer have the right to reject any and all bids, for cause.
- E. Determination of Final Cost -- The developer's engineer shall submit to the City a summary of the final eligible project costs. The final costs shall be based on the actual quantities installed and the prices from the lowest quote or bid received for the project.

1.3.4.6 **Water and Sewer Development Agreement** -- If the City agrees to participate in an oversizing project with the developer and shall prepare a Water and Sewer Development Agreement, which will include:

- A. An estimate of the oversized line project costs, prepared by a Professional Engineer. Itemization of the cost estimate shall be attached to the agreement.
- B. Distribution of project costs between the City and the developer.
- C. Time schedule or phasing plan(s) which the developer agrees to comply with.
- D. Any reimbursement agreements between the developer and future developers along the oversized line.
- E. The Water and Sewer Development Agreement shall be reviewed and signed by the Utility Director, the City Attorney, and the land owner(s).

EXHIBIT B



VICINITY MAP

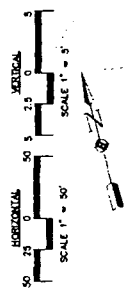
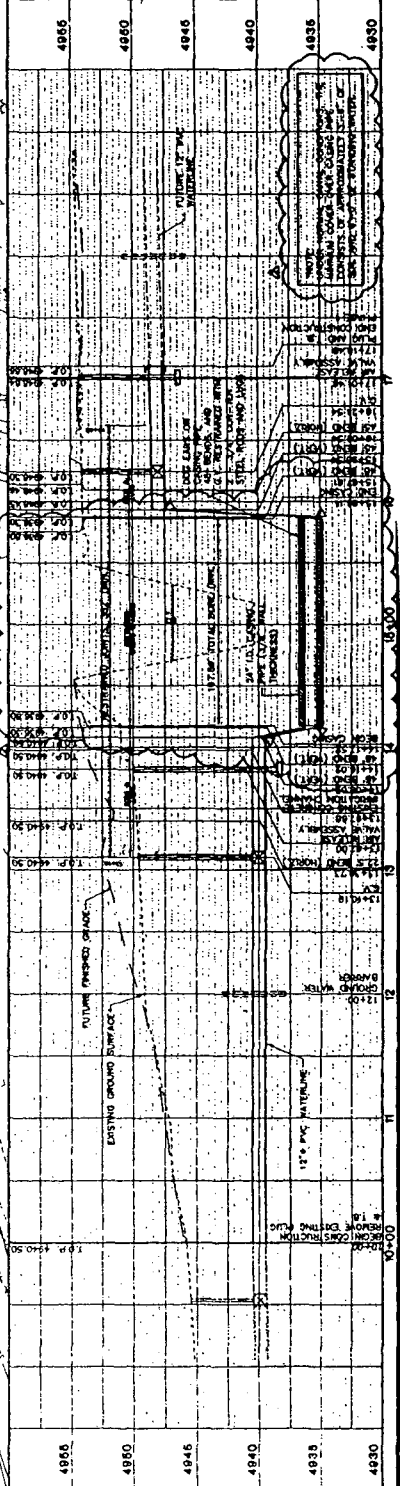
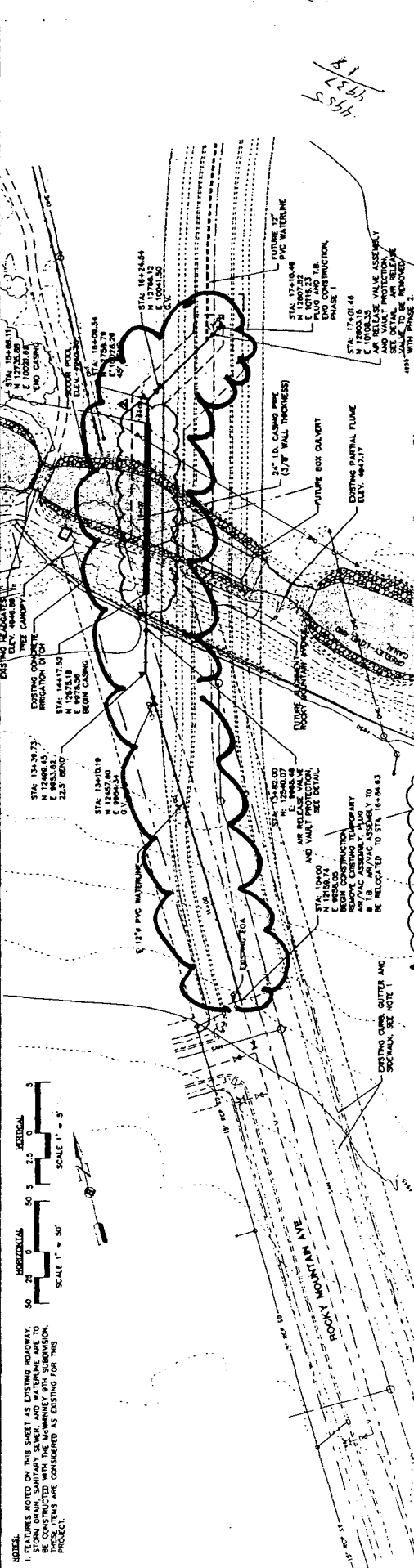
SCALE: 1" = 2000'

McWANEY COLORADO ENTERPRISES
 ROCKY MOUNTAIN VILLAGE
 12" WATER TRANSMISSION LINE
 PHASE 1
 WATERLINE PLAN AND PROFILE
 PROJECT NO. 702-007
 DRAWING NO. 702-007

THE SEAR-BROWN GROUP
 REGISTERED PROFESSIONAL ENGINEERS
 1500 WEST 10TH AVENUE, SUITE 4000
 DENVER, COLORADO 80202
 PHONE: 303.733.1100
 FAX: 303.733.1101
 WWW.SEAR-BROWN.COM

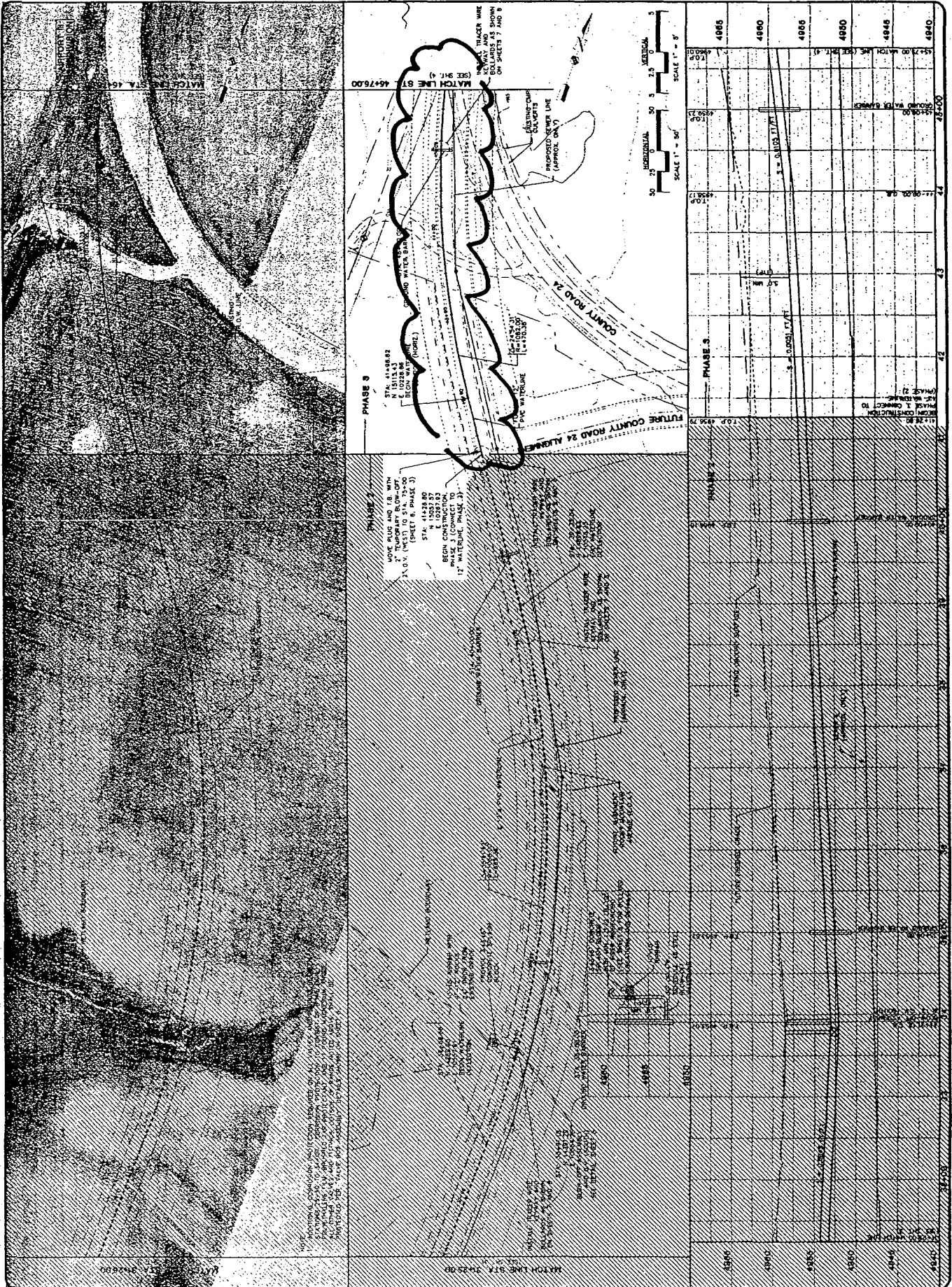
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2	08/11/10	PROJECT START
3	08/11/10	PROJECT END
4	08/11/10	PROJECT RESUME
5	08/11/10	PROJECT PAUSE
6	08/11/10	PROJECT RESTART
7	08/11/10	PROJECT COMPLETE

CITY OF LOVELAND, COLORADO
 UTILITY PLAN APPROVAL
 APPROVED: [Signature]
 REVIEWED BY: [Signature]
 REVIEWED BY: [Signature]
 REVIEWED BY: [Signature]
 CHECKED BY: [Signature]
 DATE: 8/11/10



NOTES:
 1. FEATURES NOTED ON THIS SHEET AS EXISTING ROADWAY, STORM DRAIN, SANITARY SEWER, AND WATERLINE ARE TO BE CONSIDERED WHEN SUBMITTING TO THE SUBDIVISION. THESE FEATURES ARE CONSIDERED AS EXISTING FOR THIS PROJECT.

TITLE WATERLINE PLAN AND PROFILE STA. 412+00 TO 45+75		PROJECT NO. 700-201-204		SHEET NO. 3	
CLIENT THE SEAR-BROWN GROUP 1515 NORTH HIGHWAY 101 SUITE 100 ROCKY MOUNTAIN VILLAGE COLORADO SPRINGS, CO. 80901		CONTRACT NO. 183 SEAR-BROWN GROUP			
CONTRACT NO. 183 SEAR-BROWN GROUP		DATE 10/18/00			
DRAWING NO. 183-201-204-3		REVISIONS			
DRAWN BY J.M. [unreadable]		NO. 1 DATE 10/18/00			
CHECKED BY [unreadable]		NO. 2 DATE 10/18/00			
PROJECT MANAGER [unreadable]		NO. 3 DATE 10/18/00			
PROJECT ENGINEER [unreadable]		NO. 4 DATE 10/18/00			
PROJECT SUPERVISOR [unreadable]		NO. 5 DATE 10/18/00			
PROJECT CHECKER [unreadable]		NO. 6 DATE 10/18/00			

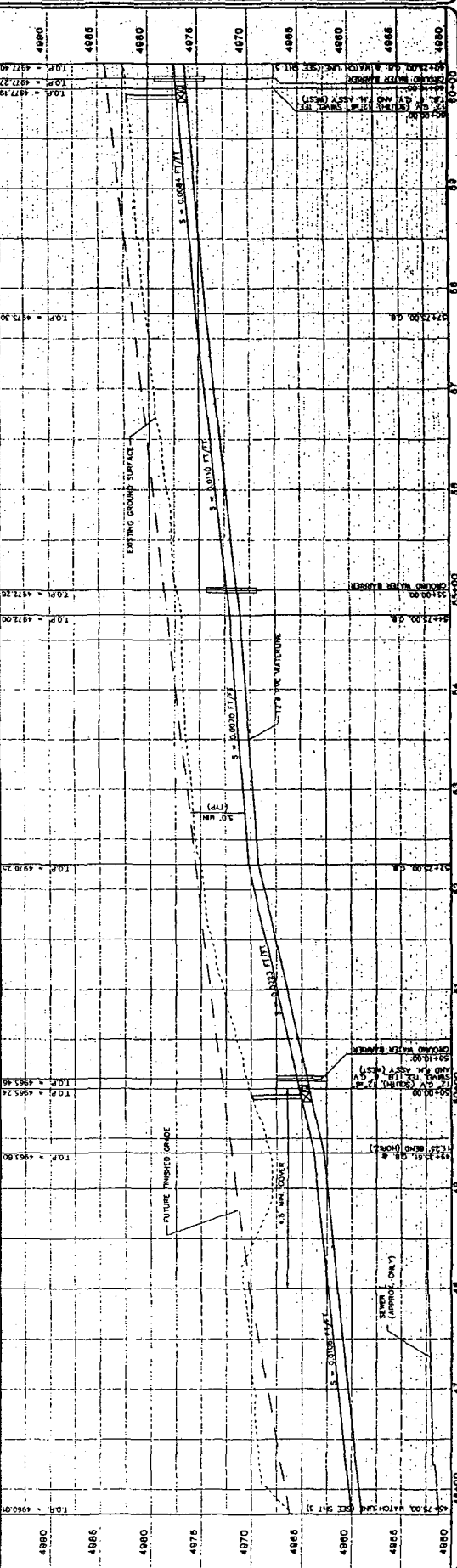
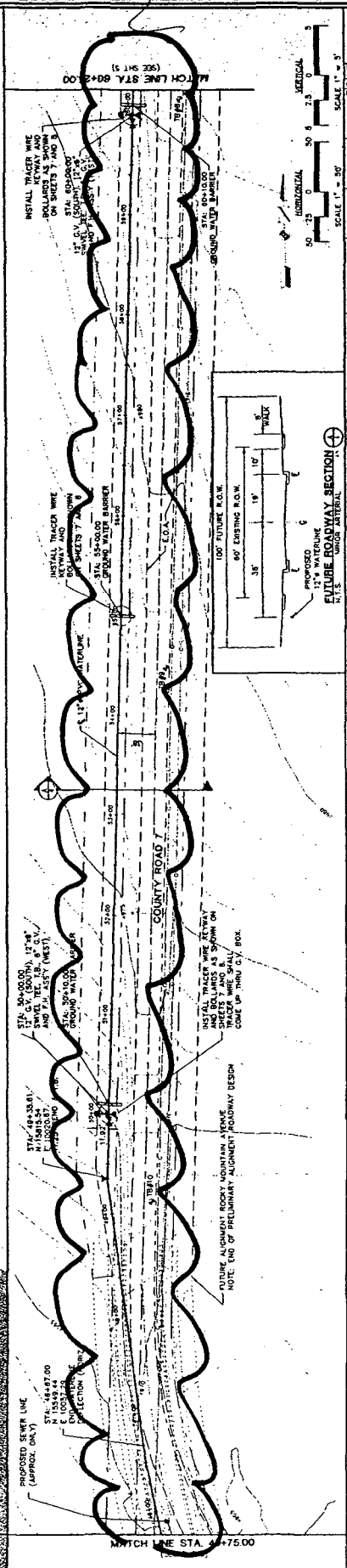
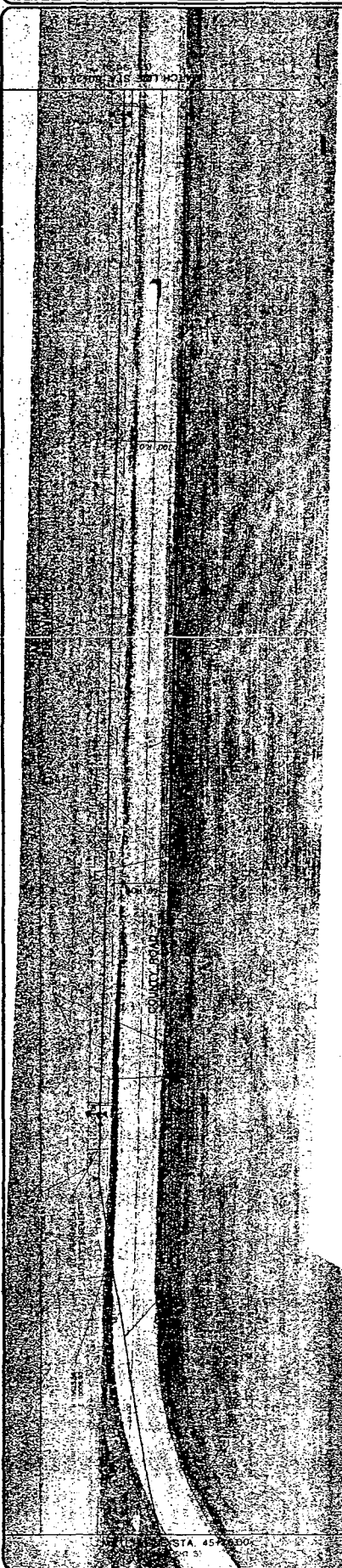


NO.	DATE	REVISIONS
1		
2		
3		
4		
5		
6		
7		

THE SEAR-BROWN GROUP
 ENGINEERS AND ARCHITECTS
 1001 14th Street, Suite 1000
 Denver, Colorado 80202
 PHONE: 303-733-1100
 FAX: 303-733-1101

THE SEAR-BROWN GROUP
 ENGINEERS AND ARCHITECTS
 1001 14th Street, Suite 1000
 Denver, Colorado 80202
 PHONE: 303-733-1100
 FAX: 303-733-1101

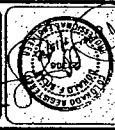
THE SEAR-BROWN GROUP
 ENGINEERS AND ARCHITECTS
 1001 14th Street, Suite 1000
 Denver, Colorado 80202
 PHONE: 303-733-1100
 FAX: 303-733-1101



PROJECT NO. 700-200
 DATE 11/27/00

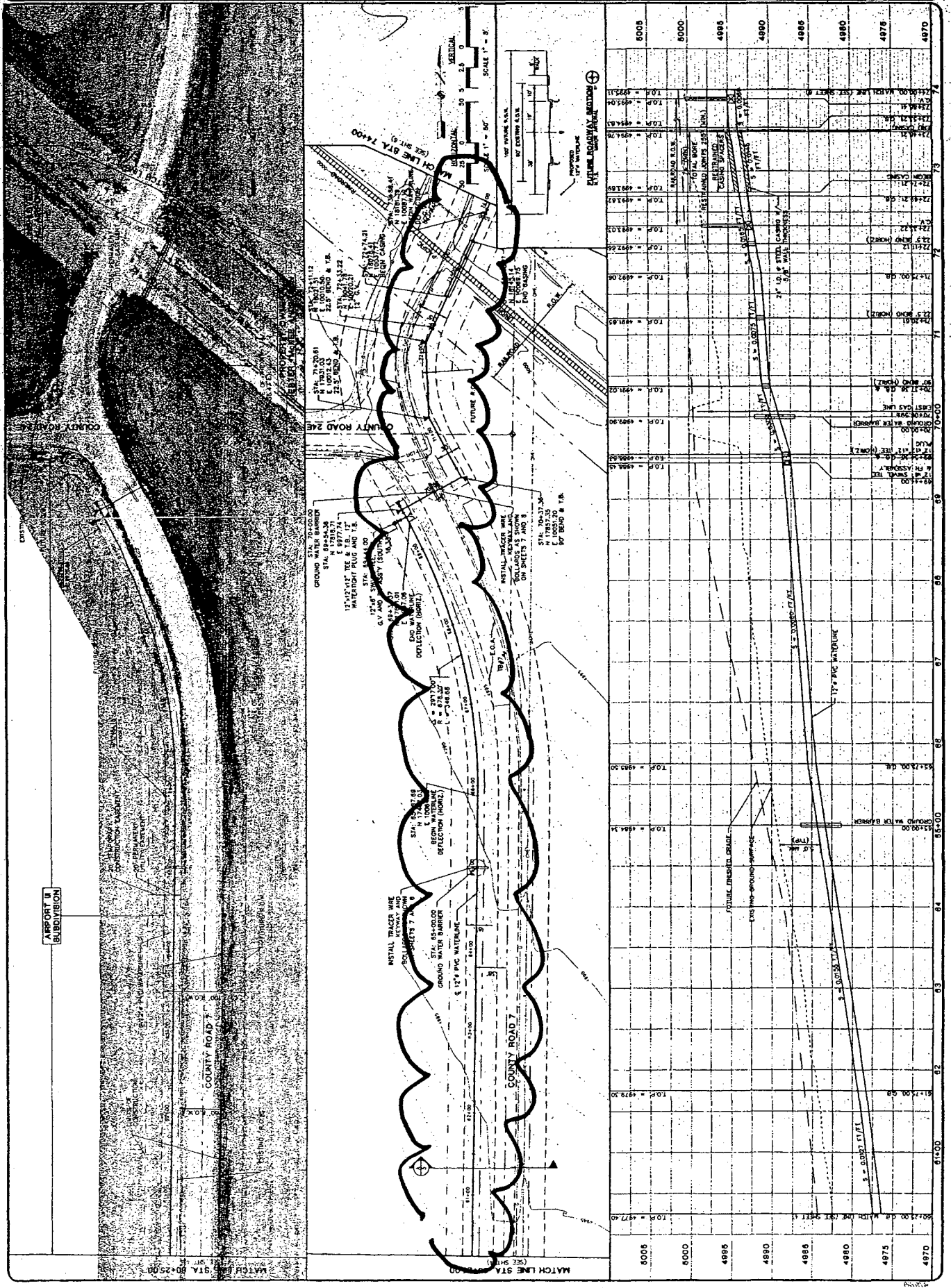
McMURRAY COLORADO ENTERPRISES
 ROCKY MOUNTAIN VILLAGE
 27 WATER TRANSMISSION LINE
 PHASE 3
 STA. 80+25.00 TO 74+00

THE SEAR-BROWN GROUP
 ENGINEERS ARCHITECTS PLANNERS
 1500 17TH AVENUE, SUITE 200
 DENVER, COLORADO 80202
 (303) 733-8338



DATE 11/27/00
 REVISIONS
 1
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NO.	DATE	REVISIONS
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MATCH LINE STA. 80+25.00 (SEE SHEET 700-200-01)
 MATCH LINE STA. 74+00 (SEE SHEET 700-200-02)

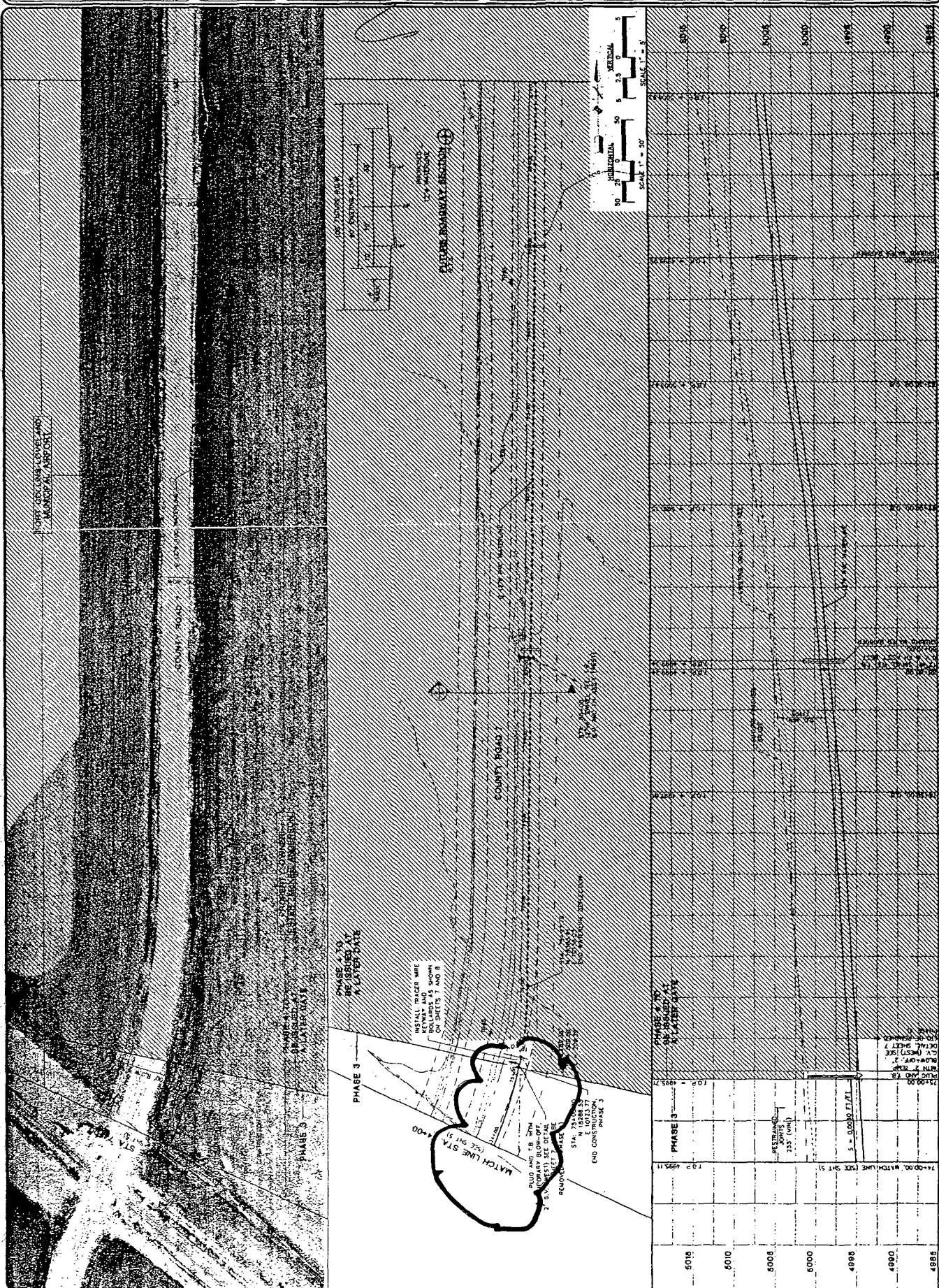
NO.	REVISIONS	DATE	BY
1			
2			
3			
4			
5			
6			
7			

PROJECT NO.	702-007
PROJECT NAME	ROCKY MOUNTAIN VILLAGE WATER TRANSMISSION LINE
DATE	1987
DESIGNED BY	THESENA GROUP
DRAWN BY	S. WARDEN
CHECKED BY	C. WARDEN
SCALE	AS SHOWN



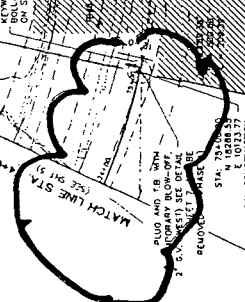
THE THESENA GROUP
 P.O. BOX 1000
 FORT COLLINS, CO 80501-1000
 (303) 441-1000

WARDEN ENGINEERING, INC.
 PROJECT NO. 702-007
 PHASE 3
 WATERLINE PLAN AND PROFILE
 STA. 74+00 TO 75+00



PHASE 4 TO BE SUBMITTED AT A LATER DATE

INSTALL TRACER WIRE
 AS SHOWN IN SHEETS 7 AND 8



PHASE 3 TO BE SUBMITTED AT A LATER DATE

STATION	ELEVATION
74+00	4888
74+10	4900
74+20	4910
74+30	4920
74+40	4930
74+50	4940
74+60	4950
74+70	4960
74+80	4970
74+90	4980
75+00	4990

NO.	REVISIONS	DATE	BY
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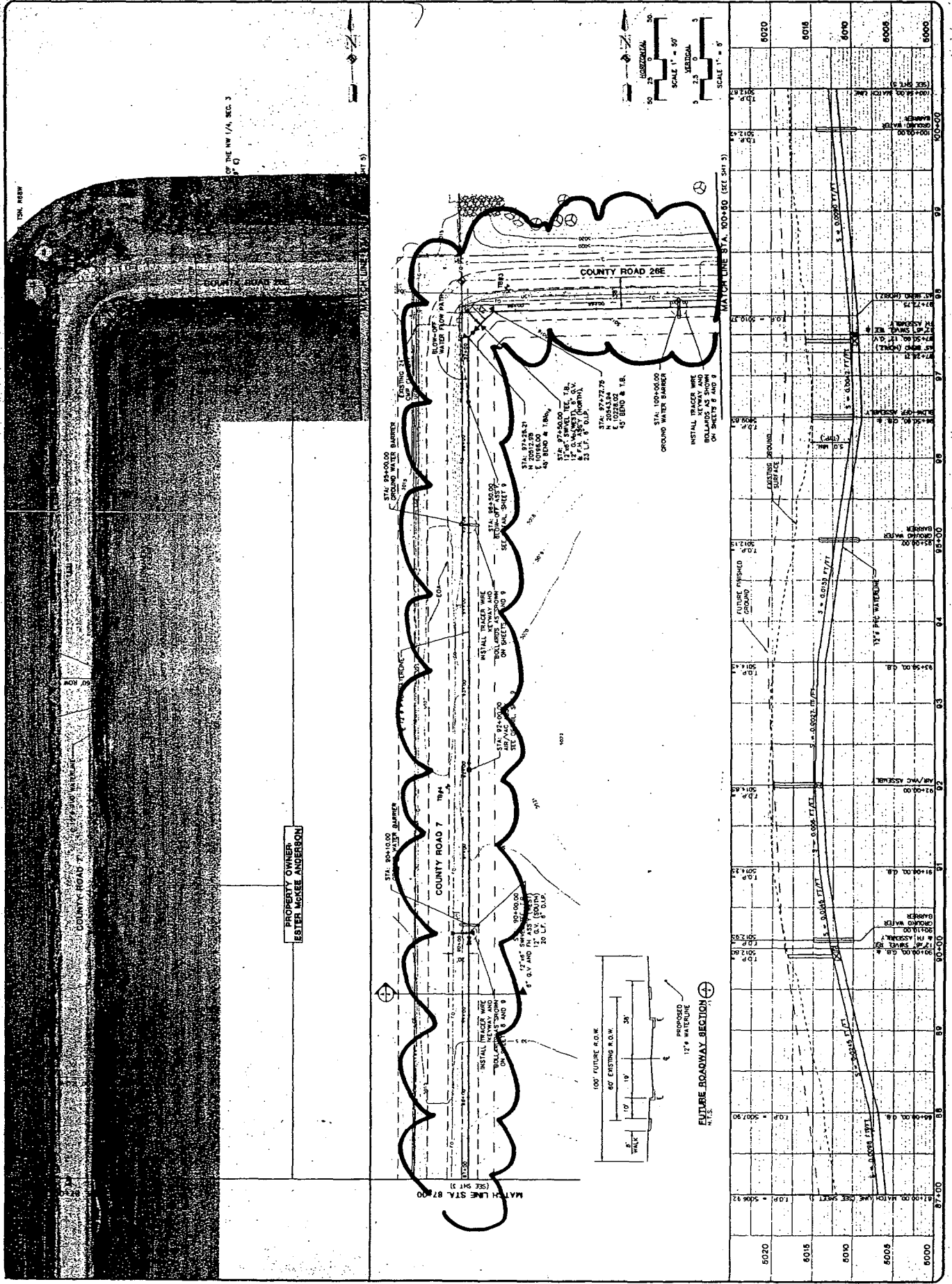
PROJECT ENGINEER/ARCHITECT
 DATE SHEET
 DATE DRAWN
 DATE CHECKED
 DATE APPROVED
 DATE REVISIONS



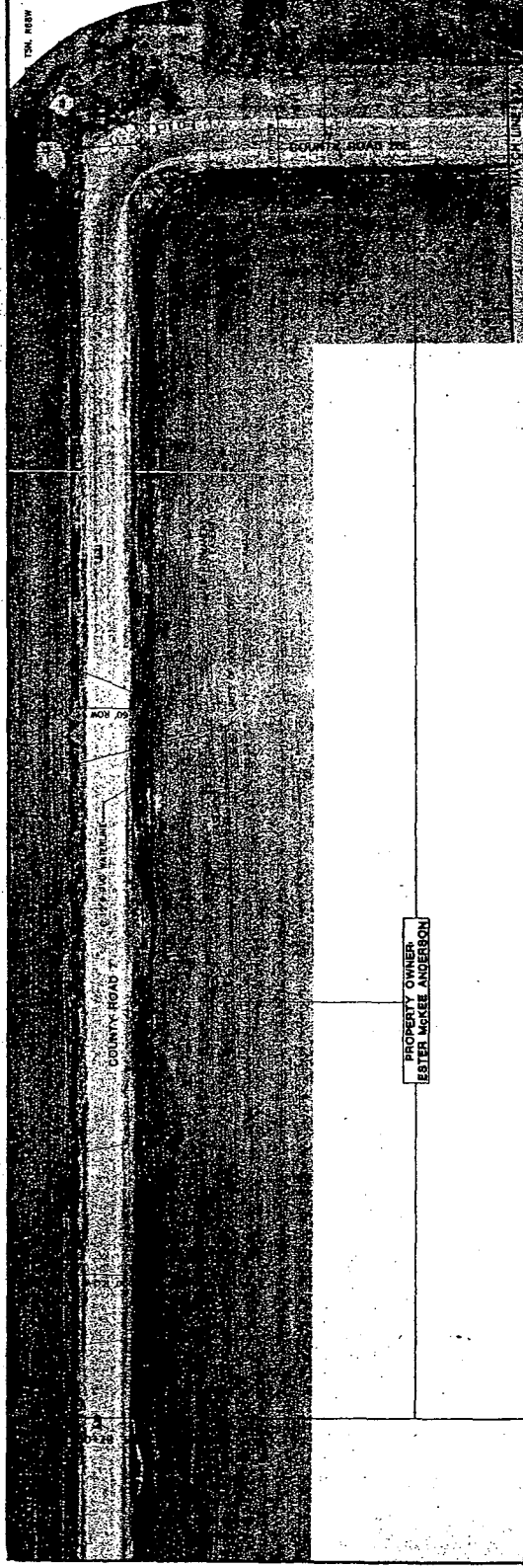
THE SEEAR-BROWN GROUP
 PROFESSIONAL ENGINEERS
 1000 COLLEGE BLVD., SUITE 100
 DENVER, COLORADO 80202

WATERLINE PLAN AND PROFILE
 STA. 87+00 TO 100+50
 PHASE 4
 ROCK MOUNTAIN VILLAGE
 WATER TRANSMISSION LINE

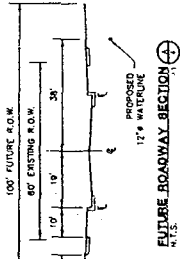
PROJECT NO. 702-007
 SHEET NO. 4



CON. REBAR



PROPERTY OWNER
 ESTER MCKEE ANDERSON



FUTURE ROADWAY SECTION
 12" WATERLINE

DATE

BY

DATE

BY

DATE

BY

DATE

BY

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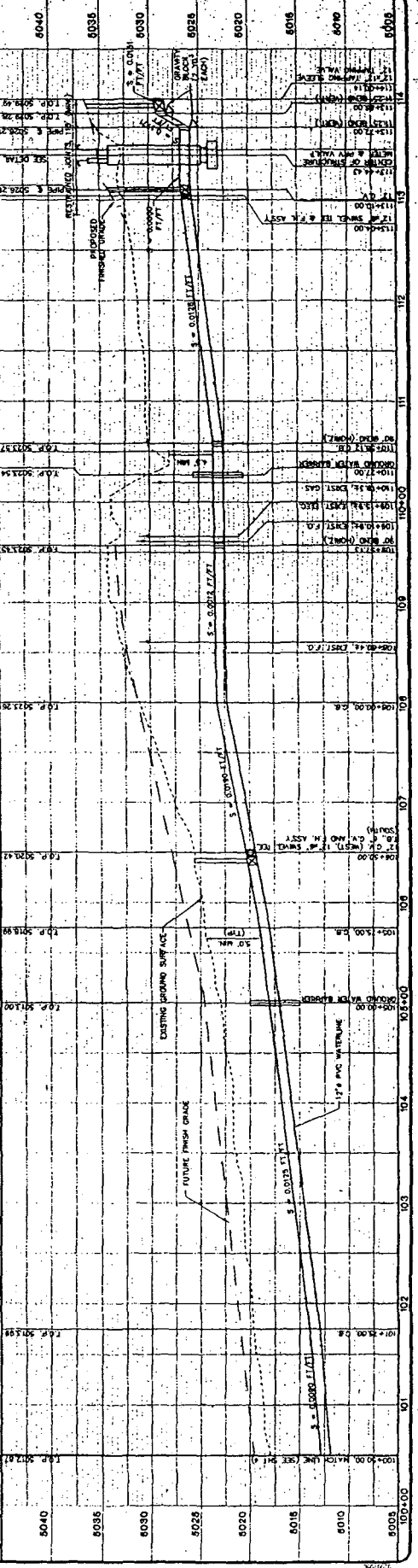
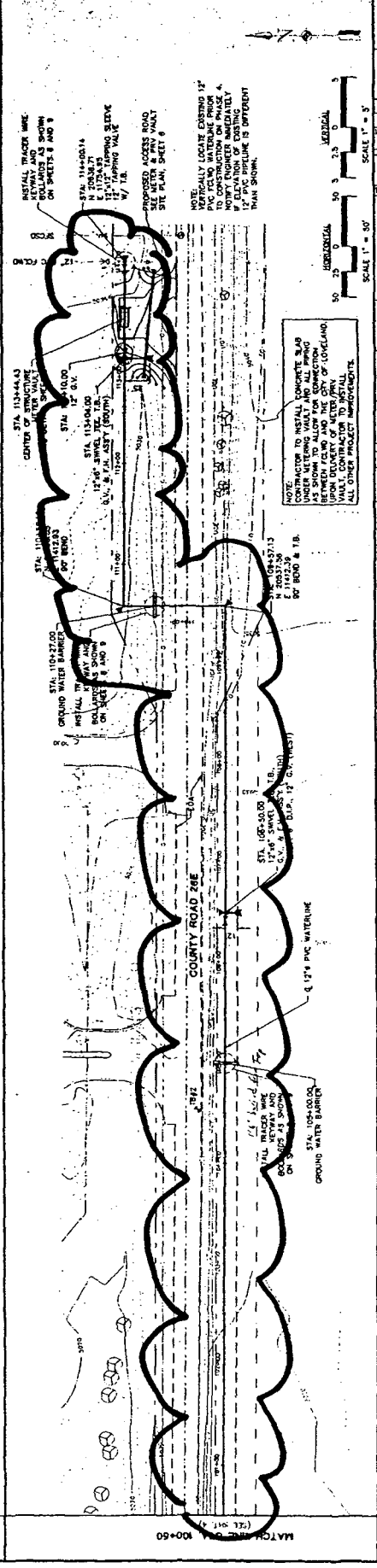
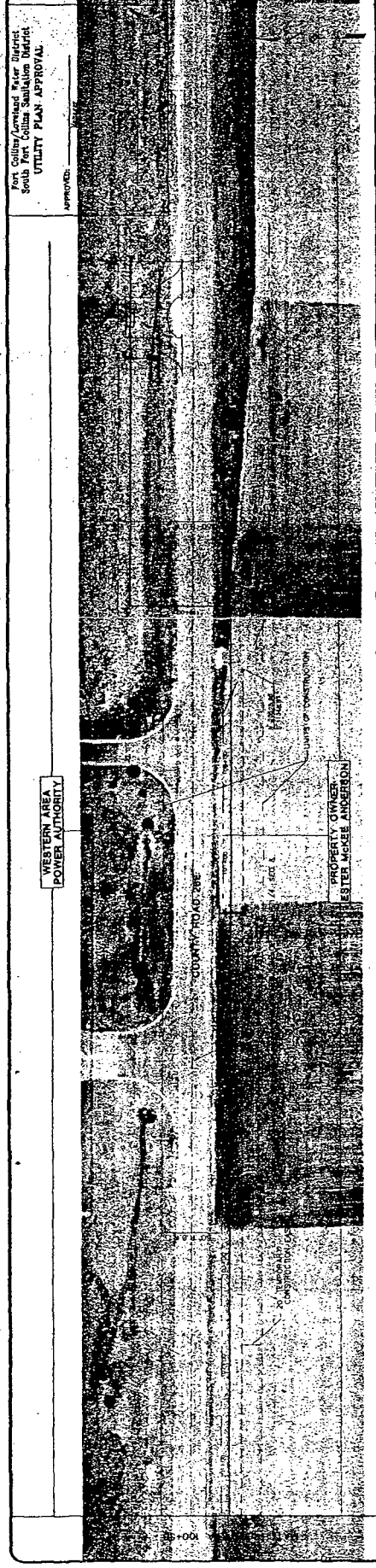
DATE

BY

DATE

BY

THE SEAR-BROWN GROUP 1111 WEST 10TH AVENUE DENVER, COLORADO 80202 (303) 733-1111		PROJECT: BROWN CO. COALDO ENTERPRISES PROJECT NO.: 702-007 DATE: 11/11/00		DATE: 11/11/00 REVISIONS:	
1	DATE	1	DATE	1	DATE
2	DATE	2	DATE	2	DATE
3	DATE	3	DATE	3	DATE
4	DATE	4	DATE	4	DATE
5	DATE	5	DATE	5	DATE
6	DATE	6	DATE	6	DATE
7	DATE	7	DATE	7	DATE



MATCH 100+60
 MATCH 100+00
 STA. 100+00.00
 STA. 100+10.00
 STA. 100+20.00
 STA. 100+30.00
 STA. 100+40.00
 STA. 100+50.00
 STA. 100+60.00

EXHIBIT C

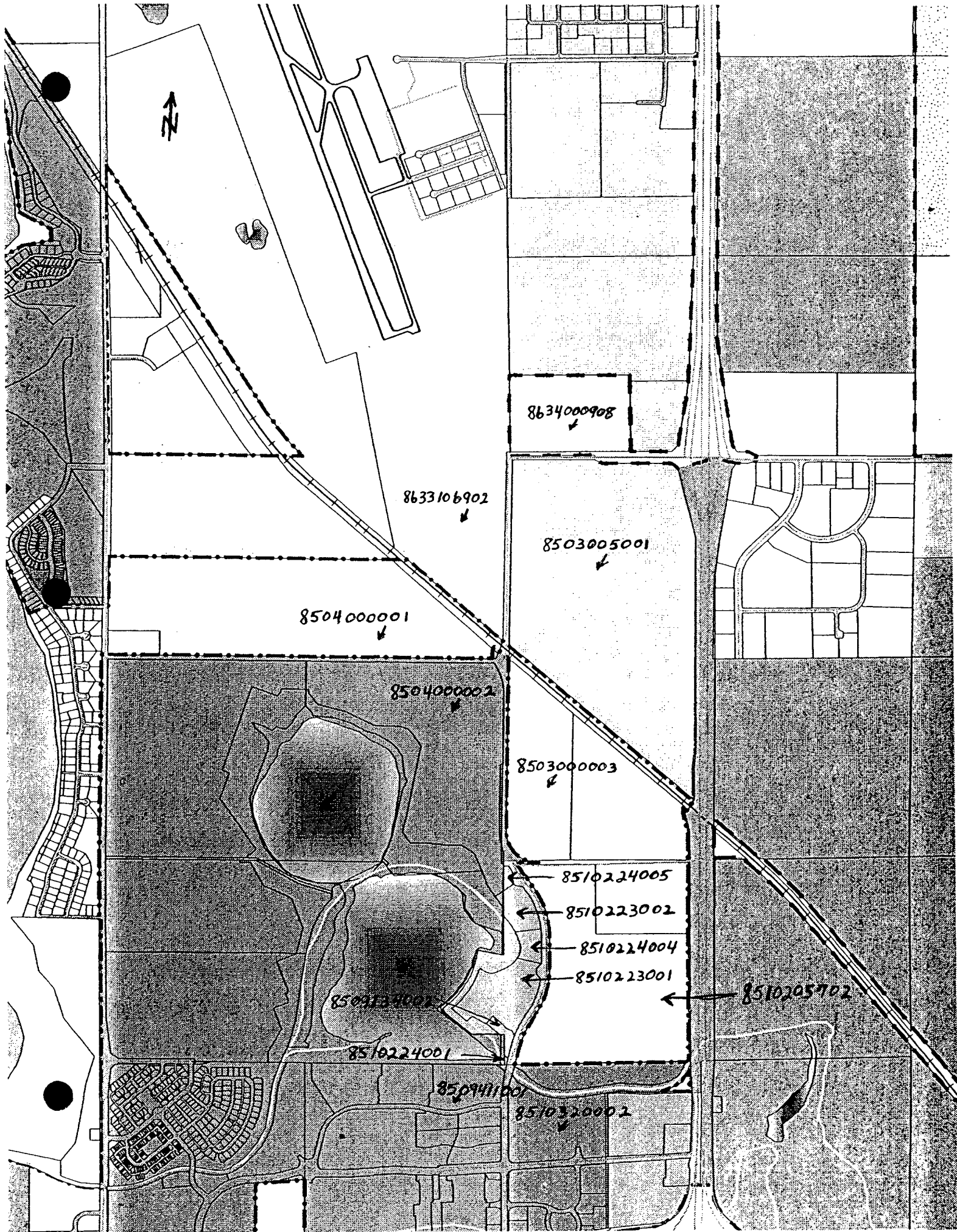


EXHIBIT D

WATER JION LINE

ROCKY MOUNTAIN MARKETPLACE WATER TRANSMISSION LINE		SAUNDERS BUDGET AMOUNT	CONNELL RESOURCES	COULSON EXCAVATING	BELLAIRE EXCAVATING	GERRARD EXCAVATING	SCHMIDT EARTH BUILDERS	WEINLAND CONST	DIFFERENCE	COMMENTS
ITEM		\$470,039	\$633,474	\$472,007	\$407,700					
WATER TRANSMISSION LINE										
Mobilization		\$38,145	✓	✓	✓	✓	✓	✓	\$38,145	
Surveying and Layout		w/EST \$7,887	No (ok)	No (ok)			No (ok)	No (ok)	\$7,887	
Prepare Right of Way		\$3,389	✓	✓	✓	✓	✓	✓	\$3,389	
Unload String Pipe, Valves & Fittings		\$5,840	✓	✓	✓	✓	✓	✓	\$5,840	
Erosion Control		\$2,921	✓	✓	✓	✓	✓	✓	\$2,921	
Dewatering		\$77,840	✓	✓	✓	✓	✓	✓	\$77,840	
Jack/Bore, Install 24" Steel Casings		\$374,879	✓	✓	✓	✓	✓	✓	\$374,879	
Dig/Lay/Bury 12" Pipe		✓	✓	✓	✓	✓	✓	✓		
Tracer Wire and Valve Keyways		✓	✓	✓	✓	✓	✓	✓		
F&I Blow-Off Assembly		\$5,705	✓	✓	✓	✓	✓	✓	\$5,705	
F&I Air & Vacuum Valve Assembly		\$14,635	✓	✓	✓	✓	✓	✓	\$14,635	
F&I Fire Hydrant		\$18,010	✓	✓	✓	✓	✓	✓	\$18,010	
F&I Meter/PRV Vault Assembly		\$129,665	✓	✓	✓	✓	✓	✓	\$129,665	
Electrical Service and Hookup		✓	✓	✓	✓	✓	✓	✓	\$25,000	
Telemetry		NIC	(\$12,800)	no (ok)			no (ok)	no (ok)	(\$12,800)	
Slab on grade		✓	✓	✓	✓	✓	✓	✓		
Gravel Access Road		✓	(\$900)	(\$900)			(\$900)	(\$900)	\$800	
Change Access Road to Concrete		\$0	\$10,000	\$10,000			\$10,000	\$12,780	(\$12,780)	
Add Transformer Pad		\$0	\$500	\$500			\$500	\$500	(\$500)	
Fencing		✓	✓	✓	✓	✓	✓	✓		
Add Antenna Support Pipe		\$0	\$500	\$500			\$500	\$380	(\$380)	
Access to Meter/PRV Vault		\$6,064	✓	✓	✓	✓	✓	✓	\$6,064	
Cleanup/Restore ROW		\$58,398	✓	✓	✓	✓	✓	✓	\$58,398	
Allowance for Seeding Disturbed Areas		\$25,920	✓	✓	✓	✓	✓	✓	\$25,920	
Tie-in @ Ft Collins/Loveland Pipeline		\$7,265	✓	✓	✓	✓	✓	✓	\$7,265	
Clean/Flush Pipeline		\$1,200	✓	✓	✓	✓	✓	✓	\$1,200	
Hydro-Test (N) Pipeline		\$3,509	✓	✓	✓	✓	✓	✓	\$3,509	
Sanitize (N) Pipeline		\$1,139	✓	✓	✓	✓	✓	✓	\$1,139	
Repair Concrete Ditch		\$1,644	✓	✓	✓	✓	✓	✓	\$1,644	
Bollards		✓	✓	✓	✓	✓	✓	✓		
Signage		✓	✓	✓	✓	✓	✓	✓		
Corrosion Protection		✓	✓	✓	✓	✓	✓	✓		
Traffic Control		✓	✓	✓	✓	✓	✓	✓		
Permits		✓	✓	✓	✓	✓	✓	✓		
City of Loveland ROW		\$650	✓	✓	✓	✓	✓	✓	\$650	
Larimer County ROW		\$30	✓	✓	✓	✓	✓	✓	\$30	
RR Protective Insurance		\$500	✓	✓	✓	✓	✓	✓	\$500	
Temporary Toilets		w/EST	No (ok)	No (ok)			No (ok)	No (ok)		
Construction Dumpsters		w/EST	No (ok)	No (ok)			No (ok)	No (ok)		
TOTALS		\$783,031	\$467,339	\$543,574	NO BID	NO BID	\$507,197	\$445,659	\$337,372	

CONNELL RESOURCES, INC.
 4305 EAST HARMONY RD.
 FT. COLLINS, CO. 80525

BID PROPOSAL:

" ATTACHMENT C "

PROJECT NAME :
 OWNER/DEVELOPER :
 BID DATE:
 PROPOSAL PREPARED BY:

Rocky Moutain Village Off Site Waterline
 Saunders Construction
 12/18/97
 Dave Simpson/Peggy Lenahan

ITEM DESCRIPTION	BID QUANTITY	UNIT	BID UNIT PRICE	BID TOTAL
WATERLINE				
12" PVC WATERLINE	10,185	L.F.	19.90	\$202,681.50 ←
12" GATE VALVES/BOX	9	EA	1,170.00	\$10,530.00 ←
6" FIRE HYDRANT	7	EA	2,550.00	\$17,850.00 ←
12" 22.5 BENDS	3	EA	315.00	\$945.00 ←
12" 11.25 BENDS	3	EA	315.00	\$945.00 ←
12" 45 BENDS	4	EA	342.00	\$1,368.00 ←
12" 90 BENDS	4	EA	356.00	\$1,424.00 ←
CLOW OFF ASSEMBLY	2	EA	4,060.00	\$8,120.00 ←
AIR VAC ASSEMBLY	1	EA	3,900.00	\$3,900.00 ←
REMOVE/RELOCATE AIR VAC	1	EA	5,000.00	\$5,000.00 ←
12" BUTTER FLY VALVE	2	EA	1,440.00	\$2,880.00 ←
12x12 WET TAP	1	EA	4,160.00	\$4,160.00 ←
TIE TO EXISTING	1	EA	1,550.00	\$1,550.00 ←
SUB TOTAL WATERLINE				\$261,353.50
METER ACCESSORIES				
METER/PRV	1	EA	100,700.00	\$100,700.00
CONCRETE PAD	1	LS	2,560.00	\$2,560.00
ELECTRICAL	1	LS	12,000.00	\$12,000.00
TELEMETRY	1	LS	12,800.00	\$12,800.00
GRAVEL ACCESS ROAD	320	SY	3.00	\$960.00
SUB TOTAL METER ACCESSORIES				\$129,020.00 ✓

QUOTATION: **ROCKY MOUNTAIN VILLAGE OFF SITE WATERLINE**

PAGE 2

ITEM DESCRIPTION	BID QUANTITY	UNIT	BID UNIT PRICE	BID TOTAL
WATERLINE PROTECTION				
BOLLARDS	40	EA	202.00	\$8,080.00 ←
WATERLINE SIGNAGE	21	EA	95.00	\$1,995.00 ←
TRACER WIRE & VALVE KEYWAYS	25	EA	221.00	\$5,525.00 ←
SUB TOTAL WATERLINE PROTECTION				\$15,600.00
STORM SEWER				
18" RCP PIPE	88	LF	25.00	\$2,200.00
18" FES	2	EA	420.00	\$840.00
SUB TOTAL STORM SEWER				\$3,040.00
PAVING				
ASPHALT PATCHING	40	TN	80.00	\$3,200.00
SUB TOTAL PAVING				\$3,200.00
BORING				
BORE @ RAILROAD	74	LF	244.00	\$18,056.00 ←
BORE @ CANAL	107	LF	226.00	\$24,182.00 ←
SUB TOTAL BORING				\$42,238.00
MISCELLANEOUS				
TRAFFIC CONTROL	1	LS	4,032.00	\$4,032.00
FENCING	1	LS	2,420.00	\$2,420.00
SEEDING	12	AC	644.00	\$7,728.00
CATHODIC PROTECTION	7	EA	201.00	\$1,407.00 ←
SUB TOTAL MISCELLANEOUS				\$15,587.00

QUOTATION: ROCKY MOUNTAIN VILLAGE OFF SITE WATERLINE

PAGE 3

TOTAL BID RECAP

WATERLINE	\$261,353.50	←
METER ACCESSORIES	\$129,020.00	
WATERLINE PROTECTION	\$15,600.00	←
STORM SEWER	\$3,040.00	
PAVING	\$3,200.00	
BORING	\$42,238.00	←
MISCELLANEOUS	\$15,587.00	

ROCY MOUNTAIN VILLAGE OFF SITE WATERLINE TOTAL COST \$470,038.50

CULSON EXCAVATING

Job Name: McWHINNEY 12" WATER LINE Job #: 3:22:47 pm
 Bid: December 15, 1997 12/18/97
 Location: LOVELAND, CO Page: 1 of 1

Division	Number	Cost Item Description	Quantity	Units	Cost	Unit Price
02	2081	12" GATE VALVE / BOX	9.00	EA	14,310.00	1,590.00
02	2082	12" BUTTERFLY VALVE/BOX	2.00		3,000.00	1,500.00
02	3010	FIRE HYDRANT CIP	7.00	EA	15,400.00	2,200.00
02	2098	12X12 TAPPING VALVE	1.00	EA	4,000.00	4,000.00
02	1012	12" METER _PRV VAULT CIP	1.00	EA	103,000.00	103,000.00
10	0001	TRAFFIC CONTROL I.S	1.00	LS	44,000.00	44,000.00
02	1002	METER VAULT CIP RESET	1.00	EA	2,000.00	2,000.00
02	1020	AIR VAC CIP	2.00	LS	13,000.00	6,500.00
02	2025	BLOW ASS' Y CIP	2.00	LS	10,400.00	5,200.00
03	4008	18" RCP CL III	169.00	LF	4,394.00	26.00
16	1006	6' CHAINLINK FENCE	100.00	LF	850.00	8.50
16	1010	10' ROLL GATE	2.00	EA	1,200.00	600.00
02	9402	ROAD CROSSING	1.00	EA	10,000.00	10,000.00
15	1001	SURVEYING LUMP SUM	1.00	LS	59,000.00	59,000.00
10	0001	TRAFFIC CONTROL LS	1.00	LS	44,000.00	44,000.00
02	9424	24" BORES	107.00	LF	34,240.00	320.00
02	9424	24" BORES	74.00	LF	23,680.00	320.00
02	2080	12" WATER MAIN	10,300.00	LF	206,000.00	20.00

592,474.⁰⁰
 - 59,000
533,474.⁰⁰

\$

Sheet 1

ROCKY MOUNTAIN VILLAGE	
12" WATER TRANSMISSION LINE	
UNIT PRICES	
The following unit prices will be used if additions are required.	
Blow-Off Assemblies	\$ 5200. ⁰⁰ per Each
Air & Vacuum Valve Assemblies	\$ 5500. ⁰⁰ per Each
Fire Hydrants (City of Loveland Spec.)	\$ 2200. ⁰⁰ per Each
6" MJ Gate Valve (Underground Service)	\$ 700. ⁰⁰ per Each
12" MJ Gate Valve (Underground Service)	\$ 1500. ⁰⁰ per Each
12" MJ Butterfly Valve (UG Service)	\$ 1500. ⁰⁰ per Each
Valve Box - 4 ft. Bury	\$ 1500. ⁰⁰ per Each
Valve Box - 6 ft. Bury	\$ 1750. ⁰⁰ per Each
Valve Box - 8 ft. Bury	\$ 1750. ⁰⁰ per Each
Valve Box - 10 ft. Bury	\$ 2000. ⁰⁰ per Each
12"x6" MJ Swivel Tee	\$ 500. ⁰⁰ per Each

\$ 19,310

Schmidt Earth Builders, Inc.

621 Sherry Drive Ft. Collins, CO 80524 (970) 221-1837



To: SAUNDERS CONSTRUCTION, INC.
 Address: 6850 S. Jordan Road
 City/State: Englewood, CO. 80155
 Attn: CHUCK MILLER

Date: 18-Dec-97
 Project
 Location: R.M.F.O.
 City: Loveland

We offer for your approval the following proposal, subject to terms and conditions, as noted, on the reverse side, if accepted, shall constitute a contract between us.

(Item #3) ROCKY MTN. VILLAGE 12" WATER TRANSMISSION LINE

<u>Water Utility</u>	<u>Quantity Unit</u>
1) 12x12 WETTAP & TIE-IN	1 EA
2) 12" PVC DR-18 H2O MAIN	10,376 LF
3) 12" GATE VALVE	11 EA
4) BORE & CASING PIPE	181 EA
5) H2O LOCATION SIGN	21 EA
6) A.R.V. ASSY.	1 EA
7) REM. EX. ARV & RELOCATE	1 EA
8) 6" BLOW-OFF ASSY.	2 EA
9) FIRE HYDRANT ASSY.	7 EA
10) HBP PATCH	140 SY
11) 8" P.R.V. VAULT ASSY & COMPOUND	1 LS
12) RESTORE EASEMENT	8 AC

Water Utility Subtotal \$472,097.00

ADD: \$22,000.00 for Budgetary Electrical supply from City of Loveland for power source to the P.R.V. Vault, Also note that Submittals for station will take 4 weeks to produce and shipment is estimated at 10 weeks after approved shop drawings...

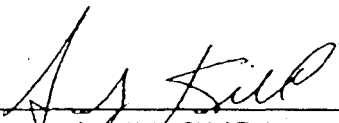
ADD: 1.1% if bond is required....

EXCLUDES: soils & compaction testing, survey, staking, as-built drawings, engineering, inspection fees, blasting, handle - remove or dispose of hazardous materials, topographical errors, performance bond, frost excavation...

PLANS DATED: October, 1997 (Preliminary "Not For Construction")

SHEETS: 1 Thru 14

Submitted By:


 Andy Krill - Chief Estimator

NOTE: This proposal may be withdrawn or adjusted if not accepted within 30 days. This proposal & contract including any attached forms must be made part and parcel to any contract agreement into which Schmidt Earth Builders, Inc. may enter.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Date of Acceptance: _____

Signature _____

Signature _____

Sheet 1

ROCKY MOUNTAIN VILLAGE	
12" WATER TRANSMISSION LINE	
UNIT PRICES	
The following unit prices will be used if additions are required.	
Blow-Off Assemblies	\$ 3,292 ⁰⁰ per Each
Air & Vacuum Valve Assemblies	\$ 4,958 ⁰⁰ per Each
Fire Hydrants (City of Loveland Spec.)	\$ 3,450 ⁰⁰ per Each
6" MJ Gate Valve (Underground Service)	\$ 695 ⁰⁰ per Each
12" MJ Gate Valve (Underground Service)	\$ 1,640 ⁰⁰ per Each
12" MJ Butterfly Valve (UC Service)	\$ 1,660 ⁰⁰ per Each
Valve Box - 4 ft. Bury	\$ 150 ⁰⁰ per Each
Valve Box - 6 ft. Bury	\$ 160 ⁰⁰ per Each
Valve Box - 8 ft. Bury	\$ 200 ⁰⁰ per Each
Valve Box - 10 ft. Bury	\$ 270 ⁰⁰ per Each
12"x6" MJ Swivel Tee	\$ 850 ⁰⁰ per Each

\$ 17,759

ROCKY MOUNTAIN MARKETPLACE, PHASE I
 BID FORM

FOR OFFICE USE ONLY

BID DATE: 12/18/97

Revised: 12/05/97

Date:	
Time:	
Rec'd by:	

Bidding Firm: <u>Weinland Construction</u>	FOB Jobsite <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Contact: <u>Craig Weinland</u>	Installed <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Address: <u>4212 N Garfield</u>	Tax Included <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<u>Cleveland</u> <u>CO</u> <u>80538</u>	Posted/Prevailing Wage <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
City State Zip	Is Bond included? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Phone: <u>667 9123</u> Fax: <u>770 667 9129</u>	Can you bond? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	Bond rate/cost <u>2</u> % of \$ <u>8200.00</u>
	MBE <input type="checkbox"/> WBE <input type="checkbox"/> DBE <input type="checkbox"/>
	Addenda <u>None</u>

SECTION BIDDING		
BID ITEM	DESCRIPTION	BID AMOUNT
1	ROCKY MOUNTAIN MARKETPLACE SITE DEVELOPMENT	NO BID
2	STREET IMPROVEMENTS	NO BID
3	WATER TRANSMISSION LINE	407,799.00
TOTAL BID		12,360
Per Plans and Specs Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		420,159 - Base Cost

SECTION BIDDING		
BID ITEM	DESCRIPTION	BID AMOUNT
1	ROCKY MOUNTAIN MARKETPLACE SITE DEVELOPMENT	
2	STREET IMPROVEMENTS	
3	WATER TRANSMISSION LINE	
TOTAL BID		
Per Plans and Specs Yes <input type="checkbox"/> No <input type="checkbox"/>		

SECTION BIDDING		
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1	ROCKY MOUNTAIN MARKETPLACE SITE DEVELOPMENT	
2	STREET IMPROVEMENTS	
3	WATER TRANSMISSION LINE	
TOTAL BID		
Per Plans and Specs Yes <input type="checkbox"/> No <input type="checkbox"/>		

SECTION BIDDING		
BID ITEM	DESCRIPTION	BID AMOUNT
1	ROCKY MOUNTAIN MARKETPLACE SITE DEVELOPMENT	
2	STREET IMPROVEMENTS	
3	WATER TRANSMISSION LINE	
TOTAL BID		
Per Plans and Specs Yes <input type="checkbox"/> No <input type="checkbox"/>		

Specific Qualifications or Exclusions: Price excludes electrical service to vault. City of Cleveland estimate 20,000 - 23,000 cost for service across street. There is another electrical service approx 2100 feet away price for this source was not available signature of bid.

Craig Weinland Vice President
 Holder & Authorized Signature

Sheet1

ROCKY MOUNTAIN VILLAGE	
12" WATER TRANSMISSION LINE	
UNIT PRICES	
The following unit prices will be used if additions are required.	
Blow-Off Assemblies	\$ 3180.00 per Each
Air & Vacuum Valve Assemblies	\$ 3340.00 per Each
Fire Hydrants (City of Loveland Spec.) <i>Assembly</i>	\$ 260.00 per Each
6" MJ Gate Valve (Underground Service) <i>with box</i>	\$ 385.00 per Each
12" MJ Gate Valve (Underground Service) <i>with box</i>	\$ 1750.00 per Each
12" MJ Butterfly Valve (UG Service) <i>with box</i>	\$ 1350.00 per Each
Valve Box - 4 ft. Bury	\$ 70.00 per Each
Valve Box - 6 ft. Bury	\$ 90.00 per Each
Valve Box - 8 ft. Bury	\$ 120.00 per Each
Valve Box - 10 ft. Bury	\$ 130.00 per Each
12"x6" MJ Swivel Tee <i>W/175</i>	\$ 325.00 per Each

\$ 13,744

Weinland Construction, Inc.
 4212 N. Garfield Ave.
 Loveland, CO 80538

WISCONSIN CONSTRUCTION
RAMP PHASE 1.

File # 52A

	QUANTITY		PRICES		TOTALS		CHANGE
	NEW	OLD	NEW	OLD	NEW	OLD	
CONNECT TO EXISTING	1		\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ -
12" PVC	325		\$ 18.38	\$ 18.38	\$ 5,973.50	\$ 5,973.50	\$ -
12" PVC RESTRAINED	375		\$ 24.01	\$ 24.01	\$ 9,003.75	\$ 9,003.75	\$ -
12" BENDS	5		\$ 367.00	\$ 367.00	\$ 1,835.00	\$ 1,835.00	\$ -
12" GATE VALVE	2		\$ 1,750.00	\$ 1,750.00	\$ 3,500.00	\$ 3,500.00	\$ -
RELOCATE AIR VAC	1		\$ 1,960.00	\$ 1,960.00	\$ 1,960.00	\$ 1,960.00	\$ -
BORE AND INSTALL DITCH	165	105	\$ 367.00	\$ 257.46	\$ 60,555.00	\$ 27,548.22	\$ 33,006.78
ADDITIONAL							
LABOR, MATERIALS & EQUIPMENT	1	0	\$ 11,000.00	\$ -	\$ 11,000.00	\$ -	\$ 11,000.00
SPACERS FOR BORE	10	0	\$ 480.00	\$ -	\$ 4,800.00	\$ -	\$ 4,800.00
SPACERS AIR FRIEGHT	7	0	\$ 580.00	\$ -	\$ 4,060.00	\$ -	\$ 4,060.00
MOBILIZATION	1	0	\$ 375.00	\$ -	\$ 375.00	\$ -	\$ 375.00
PUMP DITCH AND STANDBY	1	0	\$ 5,175.00	\$ -	\$ 5,175.00	\$ -	\$ 5,175.00
				TOTAL	\$ 108,637.25	\$ 60,220.47	\$ 48,416.78

NOTE AIR VAC WILL HAVE TO BE MOVED TWICE DUE TO PHASING OF WATERLINE CONSTRUCTION

SEE NOTE
 65 (257) = 16,705
 Add 11 Skinning, discor, finish
 City req
 proposed by 1775
 standard by 1950

HIGHLAND CONSTRUCTION INC.

12 N. GARFIELD

DENVILLE, CO. 80538

(703) 667-9123

7/6/98

JUL 9 1998

BOY MOUNTAIN MARKET PLACE PHASE 2

	QUANTITY		PRICES		TOTALS			CHANGE
	NEW	OLD	NEW	OLD	NEW	OLD		
CONNECT TO EXISTING	1		\$ 950.00	\$	\$ 950.00	\$ 400.00	\$ 550.00	
PPVC	2437	2437	\$ 19.65	\$	\$ 47,882.58	\$ 44,792.06	\$ 3,090.52	
9" BENDS	1	1	\$ 367.00	\$	\$ 367.00	\$ 367.00	\$	
8" GATE VALVE	3	3	\$ 1,750.00	\$	\$ 5,250.00	\$ 5,250.00	\$	
RV VAC	1	1	\$ 4,099.48	\$	\$ 4,099.48	\$ 3,340.00	\$ 759.47	
NEW BLOW OFF Added / Sample	1	1	\$ 6,775.63	\$	\$ 6,775.63	\$ 3,136.00	\$ 3,639.63	
TEMPORARY BLOW OFF	1	1	\$ 834.75	\$	\$ 834.75	\$	\$ 834.75	
TOTAL					\$ 66,159.43	\$ 57,285.06	\$ 8,874.37	

EXCLUDES ANY OVER EXCAVATION

WEINLAND CONSTRUCTION INC.
 4212 N. GARFIELD
 LOVELAND, CO. 80538
 (970) 667 - 9123

7/25/98

ROCY MOUNTAIN MARKET PLACE PHASE 3

	QUANTITY		PRICES		TOTALS		CHANGE
	NEW	OLD	NEW	OLD	NEW	OLD	
12" PVC	3118	3118	\$ 18.38	\$ 18.38	\$ 57,308.84	\$ 57,308.84	\$ -
12" PVC RESTRAINED	255	255	\$ 24.01	\$ 24.01	\$ 6,122.55	\$ 6,122.55	\$ -
12" BENDS	4	4	\$ 367.00	\$ 367.00	\$ 1,468.00	\$ 1,468.00	\$ -
12" GATE VALVE	4	4	\$ 1,750.00	\$ 1,750.00	\$ 7,000.00	\$ 7,000.00	\$ -
HYDRANT ASSEMBLY	3	3	\$ 2,650.18	\$ 2,650.18	\$ 7,950.54	\$ 7,950.54	\$ -
RAIL ROAD BORE	74	74	\$ 276.76	\$ 220.86	\$ 20,480.19	\$ 16,343.64	\$ 4,136.55
ROAD CROSSINGS	1	1	\$ 4,390.30	\$ 4,390.30	\$ 4,390.30	\$ 4,390.30	\$ -
				TOTAL	\$ 104,720.42	\$ 100,583.67	\$ 4,136.55

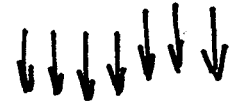


EXHIBIT E

Exhibit E

Description of Obligated Properties and List of Property Owners
 Determination and allocation of the reimbursement costs to each property

The total eligible cost for reimbursement to the City of Loveland is \$220,000. To determine the cost per lineal foot (lf) this cost is divided by the total length of the 12" water line, which is 10,300 lf. Therefore, the cost per lineal foot is \$21.36. Dividing this by 2 will determine the cost per lineal foot of property along each side of the 12" water line or \$10.68/lf of property along each side of the 12" water line.

Parcel	Parcel ID	Parcel Location	Current Parcel Owner	Estimated LF of Property along 12" Water Line	Current Estimated Reimbursement Cost
1	8634000908	SW quarter of Section 34, Township 6 North and Range 68W of the 6 th PM, City of Loveland, County of Larimer and State of Colorado	Western Area Power Authority 5555 E Crossroads Blvd. Loveland, CO 80538	1,600 LF	\$17,087.38
2	8633106902	NE quarter of Section 4, Township 5 North and Range 68W of the 6 th PM, City of Loveland, County of Larimer and State of Colorado	Ft. Collins-Loveland Airport 4900 Earhart Road Loveland, CO 80538	2,200 LF	\$23,495.15
3	8503005001	NW quarter of Section 3, Township 5 North and Range 68W of the 6 th PM, City of Loveland, County of Larimer and State of Colorado	McWhinney Holding Co., LLC 2725 Rocky Mountain Ave 200 Loveland, CO 80538	4,100 LF	\$43,786.41
4	8504000001	NE quarter of Section 4, Township 5 North and Range 68W of the 6 th PM, City of Loveland, County of Larimer and State of Colorado	The Colorado College 14 E Cache La Poudre Colorado Springs, CO 80903	200 LF	\$2,135.92
5	8503000003	SW quarter of Section 3, Township 5 North and Range 68W of the 6 th PM, City of Loveland, County of Larimer and State of Colorado	McWhinney Holding Co., LLC 2725 Rocky Mountain Ave 200 Loveland, CO 80538	3,100 LF	\$33,106.80
6	8504000002	SE quarter of Section 4, Township 5 North and Range 68W of the 6 th PM, City of Loveland, County of Larimer and State of Colorado	McWhinney Holding Co., LLC 2725 Rocky Mountain Ave 200 Loveland, CO 80538	2,900 LF	\$30,970.87
7	8510205702	NW quarters of Section 10, Township 5 North and Range 68W of the 6 th PM, City of Loveland, County of Larimer and State of Colorado	Cloverleaf Development Corp PO Box 88 Loveland, CO 80539-0088	2,500 LF	\$26,699.03
8	8510224005	NW quarters of Section 10, Township 5 North and Range 68W of the 6 th PM, City of Loveland, County of Larimer and State of Colorado	McWhinney Holding Co., LLC 2725 Rocky Mountain Ave 200 Loveland, CO 80538	150 LF	\$1,601.94
9	8510223002	NW quarters of Section 10, Township 5 North and Range 68W of the 6 th PM, City of Loveland, County of Larimer and State of Colorado	McWhinney Holding Co., LLC 2725 Rocky Mountain Ave 200 Loveland, CO 80538	700 LF	\$7,475.73
10	8510224004	NW quarters of Section 10, Township 5 North and Range 68W of the 6 th PM, City of Loveland, County of Larimer and State of Colorado	McWhinney Holding Co., LLC 2725 Rocky Mountain Ave 200 Loveland, CO 80538	450 LF	\$4,805.83
11	8510223001	NW quarters of Section 10, Township 5 North and Range 68W of the 6 th PM, City of Loveland, County of Larimer and State of Colorado	McWhinney Holding Co., LLC 2725 Rocky Mountain Ave 200 Loveland, CO 80538	900 LF	\$9,611.65
12	8509134002	NW quarters of Section 10, Township 5 North and Range 68W of the 6 th PM, City of Loveland, County of Larimer and State of Colorado	McWhinney Holding Co., LLC 2725 Rocky Mountain Ave 200 Loveland, CO 80538	300 LF	\$3,203.88
13	8510224001	NW quarters of Section 10, Township 5 North and Range 68W of the 6 th PM, City of Loveland, County of Larimer and State of Colorado	McWhinney Holding Co., LLC 2725 Rocky Mountain Ave 200 Loveland, CO 80538	100 LF	\$1,067.96
14	8509411001	SE quarter of Section 9, Township 5 North and Range 68W of the 6 th PM, City of Loveland, County of Larimer and State of Colorado	Eagle Ridge Partners, Ltd, LLLP 6440 S Wasatch Blvd Salt Lake City, Utah 84121	700 LF	\$7,475.73
15	8510320002	SW quarter of Section 10, Township 5 North and Range 68W of the 6 th PM, City of Loveland, County of Larimer and State of Colorado	Banner Health System 2010 16 th St Suite B Greeley, CO 80631	700 LF	\$7,475.73