SCOTT DOYLE, CLERK LARIMER COUNTY CO

2004-0015205 02/18/20 16:47:00

REIMBURSEMENT AGREEMENT

THIS AGREEMENT, made and entered into this 2nd day of 12nd day o

WITNESSETH:

WHEREAS, the Developer finds it necessary and desirable to provide for the installation of certain water and sewer improvements ("Improvements") which are the subjects of this Agreement in order to properly develop lands owned by the Developer, which are known as Waterford Place Apartments; 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 to the Developer's property;

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:

Installation of one thousand two hundred fifty-six (1,256) lineal feet of a 12-inch water main in Highway 402, one thousand two hundred eighty-six (1,286) lineal feet of a 24-inch ductile iron pipe (DIP) water main in Highway 402, and 169 feet of water line with a 116-foot encasement and 225 feet of sanitary sewer line with a 116-foot encasement under Highway 402, all of which are located in the North ½ of Section 25 and the South ½ of Section 24, Township 5 North, Range 69 West of the 6th P.M.

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, attached as Exhibit A.

The properties along the line of the Improvements which are subject to this Agreement are located in the North one-half of Section 25 and the South one-half of Section 24, Township 5 North and Range 69 West of the 6th P.M. and are shown in Exhibit E:

	Owner/Property Address	Parcel No.	Reimbursement Amount
a)	Ronald V. Miltenberger Trust 465 South East 14 th Street Loveland, Colorado 80537	95252 00 003	\$116,076.65
b)	Brisben Waterford Place II Limited Partnership North side of East Highway 402		
	Loveland, Colorado 80537	95243-65-002	\$23,686.40
c)	Reginald J. and Karen K. Atherton	302 15 05 002	\$23,000.10
	800 and 900 East Highway 402	95250-00-038	\$ 6,681.00
	Loveland, Colorado 80537	95250-00-040	\$ 6,681.00
d)	Catch All Mini Storage		
	750 East Highway 402	05250 02 020	e ((01.00
	Loveland, Colorado 80537	95250-03-039	\$ 6,681.00

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

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

a) Water and Sanitary Sewer Lines:

Brisben Waterford Place II Limited Partnership or its successor shall pay its share of one-half (1/2) of the cost of installing 1,286 lineal feet of an 8-inch water main on Highway 402, which amount is set forth above. Ronald V. Miltenberger Trust or its successor shall pay its share of one-half (1/2) of the cost of installing 1,286 lineal feet of an 8-inch water main on Highway 402, and one hundred percent (100%) of the cost of installing the 116-foot water and sewer line stubs from the main water and sewer lines installed by Developer to connect to its property and one hundred percent (100%) of the cost of encasing such stubs under Highway 402. Such amounts are set forth above. The other parties shall pay the amounts set forth above. Each person's proportionate share is set forth above. The cost of an 8-inch line has been determined in accordance with the City's Water and Sewer Line Extension Policy in effect on the date of this Agreement. The amounts described above shall be subject to

adjustment based upon final actual quantities and costs. The calculations of reimbursement amounts are shown in Exhibit D.

- 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: June 12, 2003, ENR Index.
- c) The fee shall be collected by the City prior to issuance of a building permit and prior to connection of a water or sanitary sewer service line or extension for such property, and shall be payable to the Developer as reimbursement for the costs of installing the Improvements. The City's obligation to pay the collected fees shall be conditioned upon the Developer making written request to the City Water and Power Department Director 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 Developer shall be responsible for recording and paying for the costs for recording this Agreement with the Larimer County Clerk and Recorder. This Agreement shall be deemed to encumber all of the parcels of land identified by the Parcel Numbers set forth above and shall benefit Developer and its successors and assigns to whom Developer assigns its rights hereunder, with notice to the City as provided below.
- 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 first above written 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.

3. <u>CITY'S OBLIGATION TO COLLECT REIMBURSEMENT FEES.</u>

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.

4. <u>CITY'S RIGHT OF OFFSET</u>. 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.

Exhibits attached to the Agreement are:

Exhibit A — Water and Sewer Line Extension Policy

Exhibit B — Construction Plan Extract and Site Location Map

Exhibit C — Construction Bid Analysis

Exhibit D — Calculation of Reimbursement Amounts

Exhibit E — Parcel 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.

APPROVED AS TO FORM:

CITY OF LOVELAND, a municipal corporation

Water and Power Department Director

City Attorney

ony Amonie

City Clerk

ATTEST:

[SEAL]

Bv

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STATE OF COLORADO	
) ss.
COUNTY OF Louiner)
The foregoing Reimburs	sement Agreement was acknowledged before me this 4 today of
Lebruny 200 g, by	Ralph Mulleney
	Director of the CLTY OF LOVELAND, a municipal corporation of
	as to form by Shanan Ottino as City
Attorney, and attested to by	
ن ده ده میکاند میکا	Division y Caracter Street
WITNESS my hand and	official seal.
My commission expires	: 2/4/04
1 K. 84	Just Colonia
	Notary Public
NOTARY	
-{SEAL]	
PUBLIC O	
AND THE STATE OF T	
"OK COLO"".	·

DEVELOPER:

BRISBEN WATERFORD PLACE LIMITED PARTNERSHIP, an Ohio limited partnership

By: MBS GP 74, L.L.C., its General Partner

By: MUDCO 4, Inc., Member

Hillary B. Zimmerman

itle: Vice-President

Address:

1415 Olive Street

Suite 310

St. Louis, Missouri 63107

STATE OF _	Missouri)
COUNTY OF	St. Louis City) ss.)

The foregoing Reimbursement Agreement was acknowledged before me this 23rd day of January, 2004, by Hillary B. Zimmerman, as Vice-President of MUDCO 4, Inc., as a Member of MBS GP 74 L.L.C., General Partner of BRISBEN WATERFORD PLACE LIMITED PARTNERSHIP, an Ohio limited partnership.

WITNESS my hand and official seal.

My commission expires: July 11, 2004

<u>Regina f. Beckles</u> Notary Public

[SEAL]

REGINA P BECKLES

Notary Public - Notary Seal

STATE OF MISSOURI

ST. LOUIS COUNTY

MY COMMISSION EXP. JULY 11,2004

EXHIBIT A

WATER AND SEWER LINE EXTENSION POLICY

(See Attached)

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 a 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.

- 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.
- 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 x C x (N-T) x 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 BYSTHE CITY FOR OVERSIZED WATER LINES										
		Size of Water Line Installed								·
		8"	10"	12"	14"	16"	18"	20"	24"	30"
Size of Water Line	8"	0	30	48	62	70	76	80	84	88
Needed	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	Size of Water Line Installed								
	8"	10"-	12"	1'5"	18"	21"	24"	27"	30"	
Size of Sewer Line	8"	0	16	30	49	63	71	78	81	83
Needed	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. <u>Determination of Final Cost</u> -- 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).

$\underline{\mathbf{EXHIBIT}\;\mathbf{B}}$

CONSTRUCTION PLAN EXTRACT AND SITE LOCATION MAP

(See Attachment)

AN AMENDMENT TO THE FINAL CONSTRUCTION PLAN WATERFORD PLACE SECOND SUBDIVISION

WATERFORD PLACE APARTIMENTS OFF-SITE

BEING A SUBDIVISION OF LOT 5, WATERFORD PLACE FIRST ADDITION & SUBDIVISION AND LOT I, BLOCK I OF WATERFORD PLACE SECOND ADDITION LOCATED IN THE SI/2 OF SECTION 24, 15N, R69W OF THE 6TH P.M., CATO PLARIMER, STATE OF COLORADO AREA — 31.042 ACRES, MORE OR LESS FEBRUARY 7, 2002

Drexel Barrell & Co. Engineers - Surveyore
4640 PEAR EAST GROLE, SUIT 114
800UDER, COLORADO BOSDI
(303) 442-4336

CONTACT: ANNA K, JÄGDIALIK

4RCHITECIS:

PREPARED BY:

SIGNATURE REVIEW BLOCK

FOR PUBLIC IMPROVEMENTS CONSTRUCTION PLANS

REVENED BY:

BY OF LOVELAND - SR. TRANSPORTATION ENGINEER

BY 18/02 OTY OF CONTAND - MATERIANETE ENGINEER

CITY OF LOVELAND - STORWWATEP ENCINEER

BY: M/A DATE: M/A

DATE: 4/15/03 OTT OF BUESANCE FIRE WARFILL OTY OF LOVELAND - ELECTRICAL ENGINEER FIELD SUPERWSOR BY LEAST OATE: 404/01

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BY. AND DATE A/17/03

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ALLER LINGLE ARCHITECTS P.C. 712 WALERS WAY, BLOC 8, SUIT, 100 1704 TOCALWA, CO 80525 1970) 223-1820 CONTACT: DAMD LINGLE

BRISBEN DEVELOPMENT 7800 EAST KEWPER ROAD CINCINNA B., OR 45249 (513) 469-5195 CONTACT: GREG PRESBY COLE + RUSSELL ARCHITECTS, INC. 537 EAST PETE ROSE WAY, SUITE 200 CONCHINATI, OH 45202 CNCNNATH, DH 45202 (513) 721-8080 CONTACT: SCOTT CSENDES





BENCHMARK

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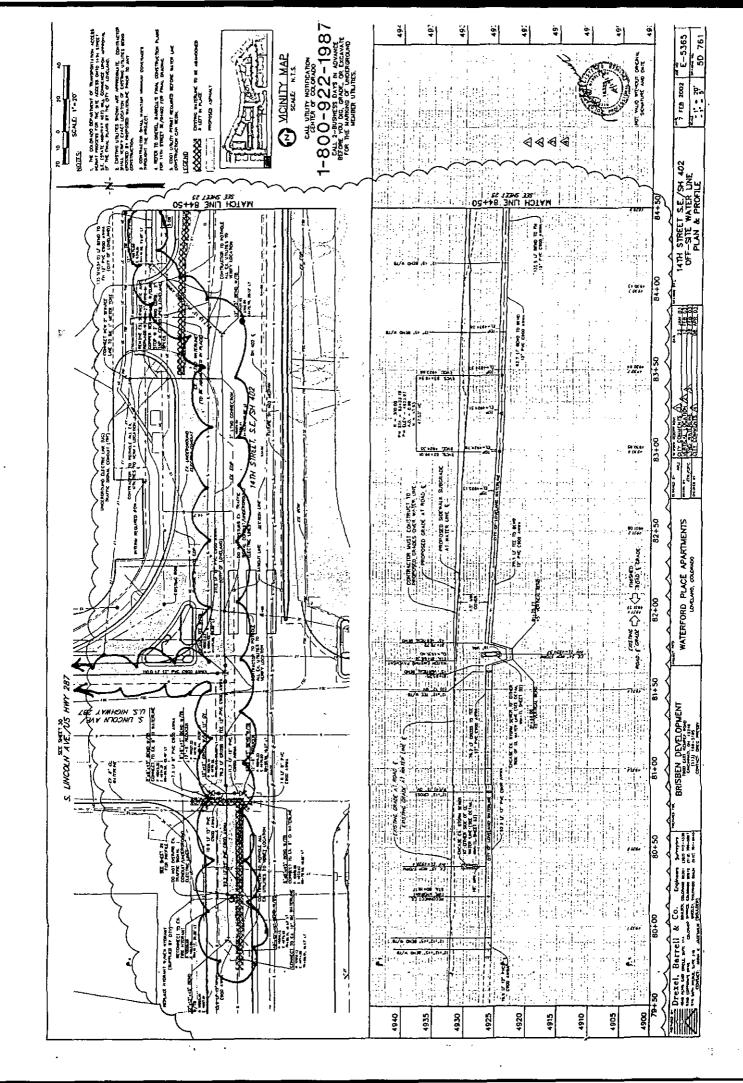
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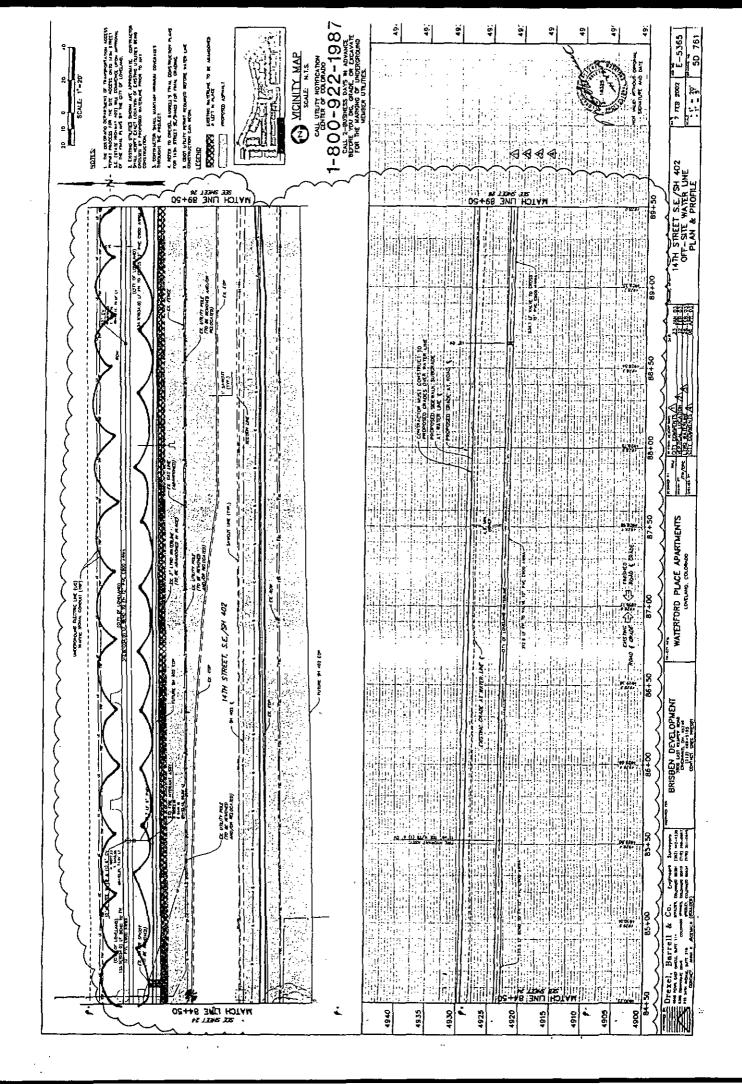


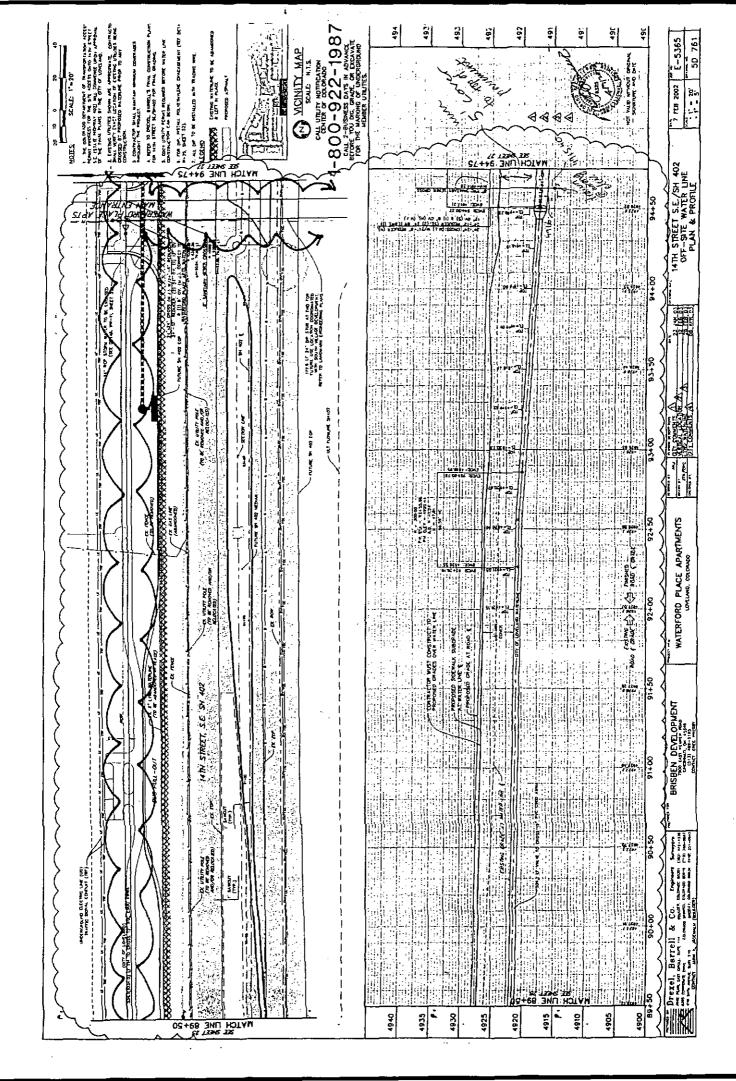
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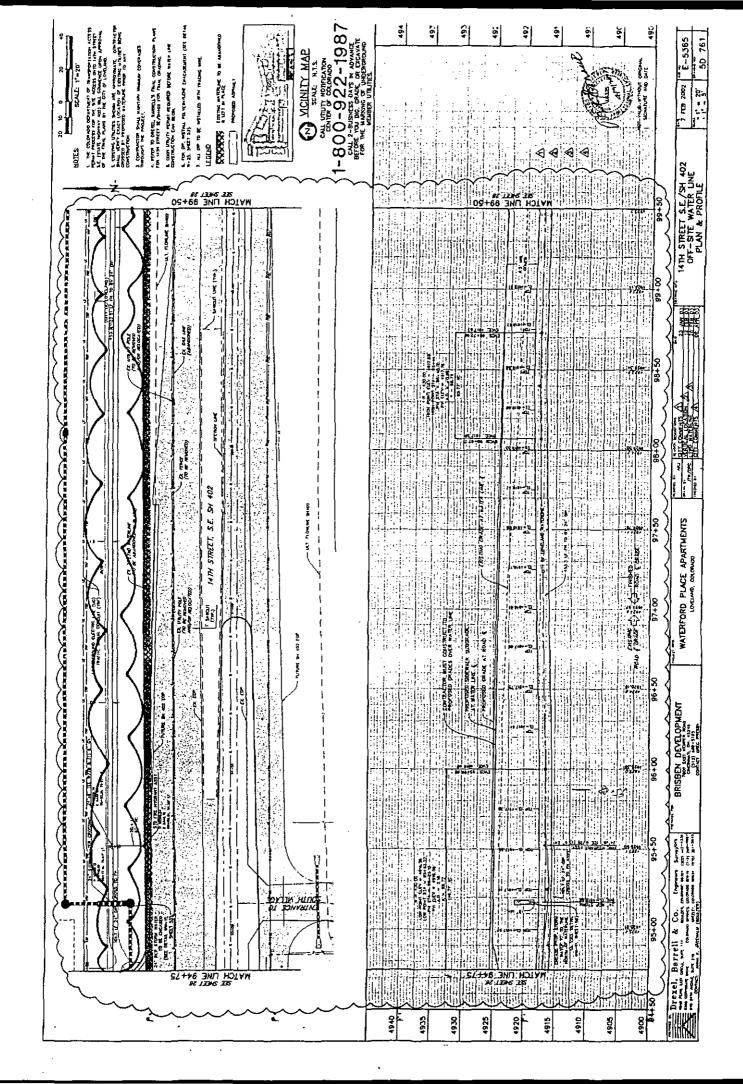
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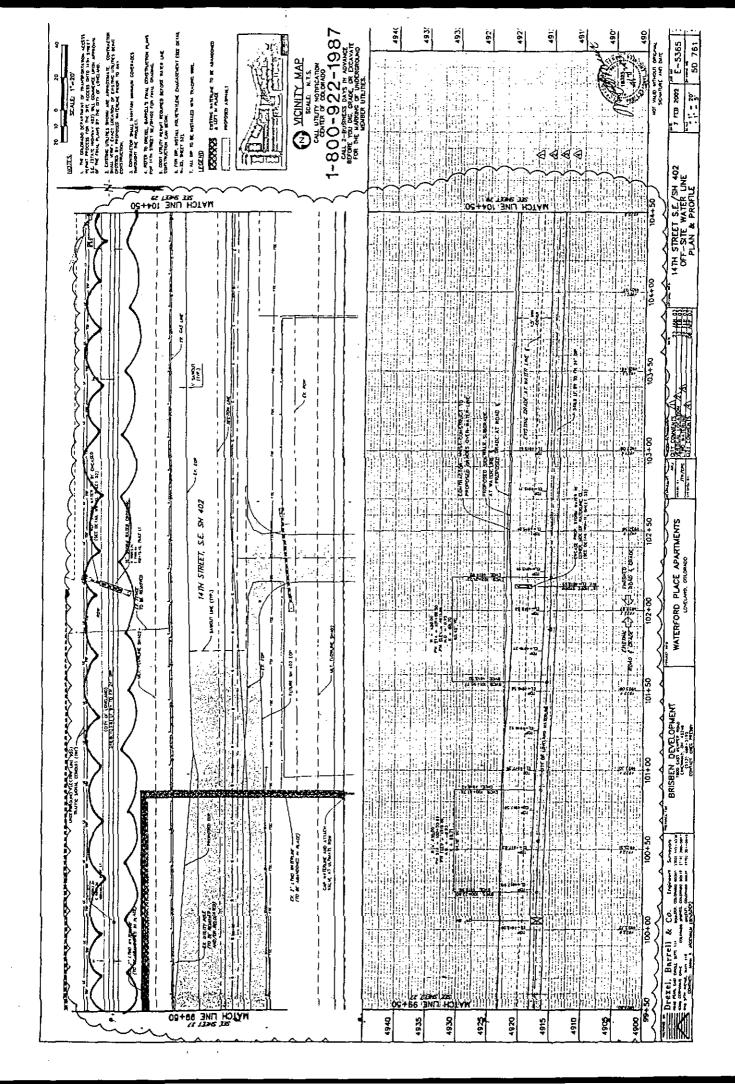
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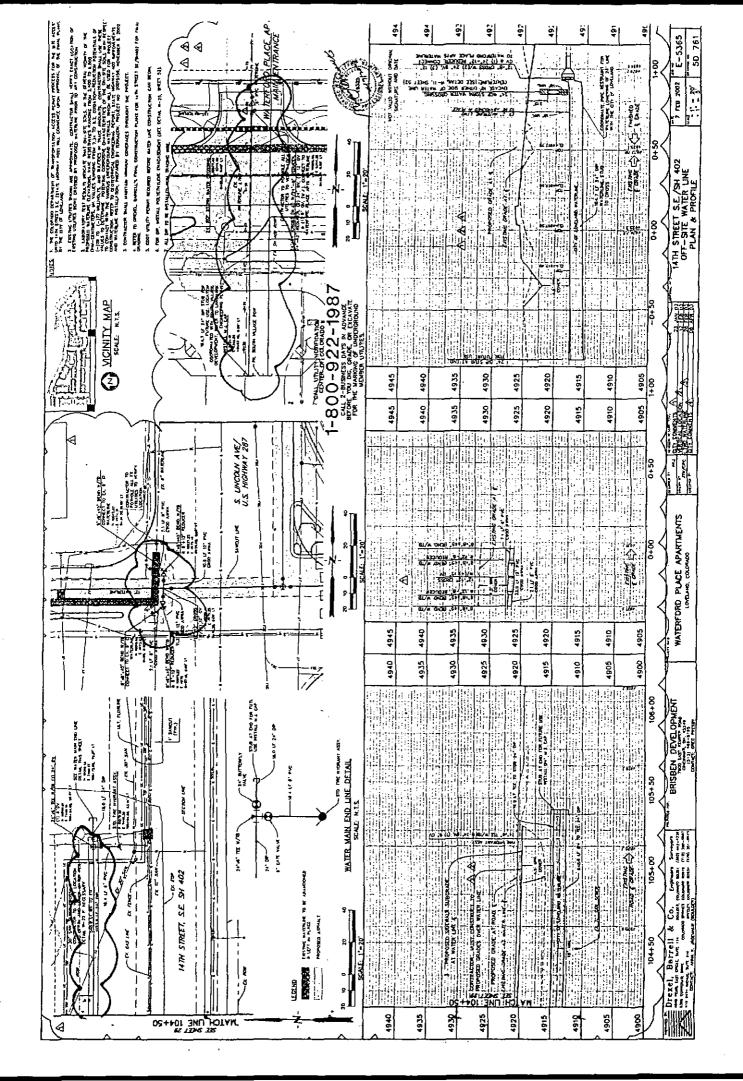


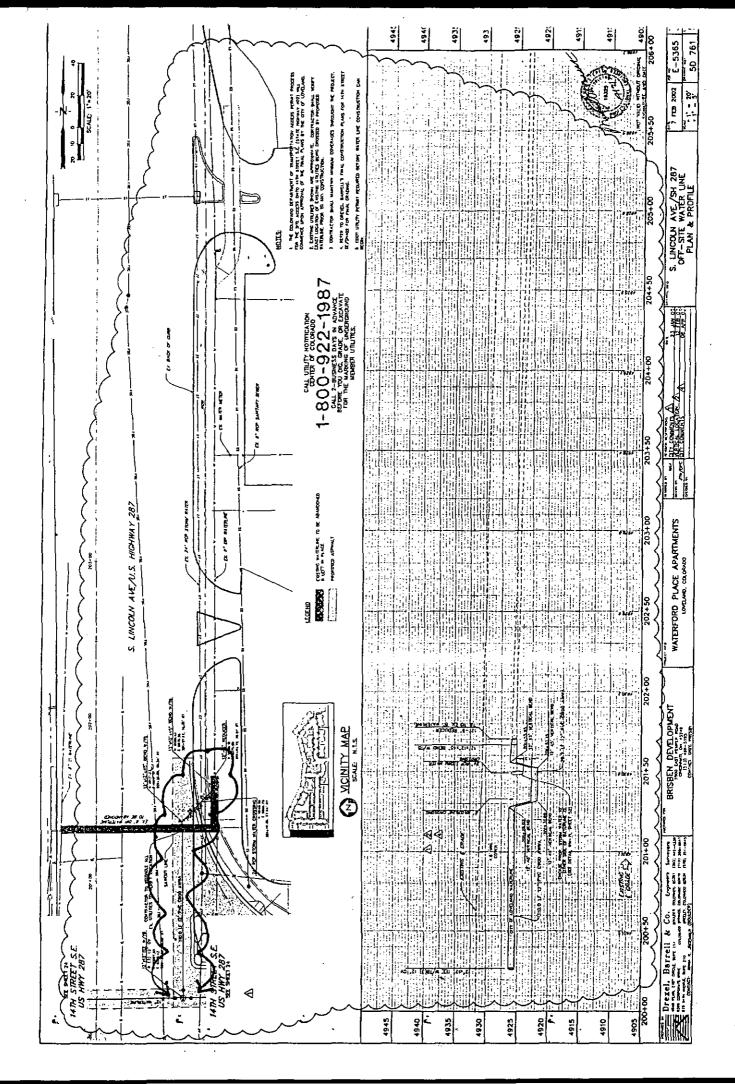


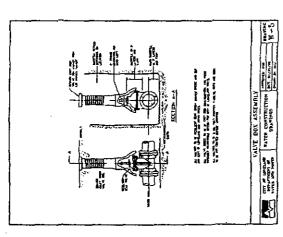










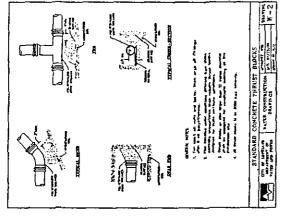


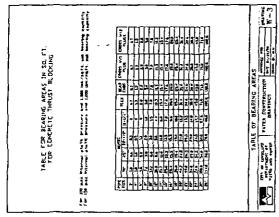
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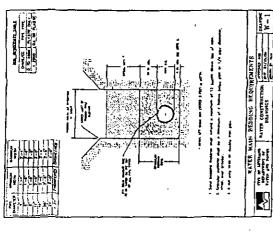
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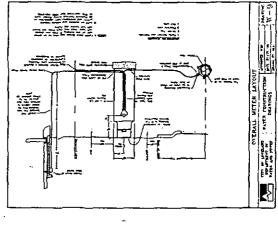
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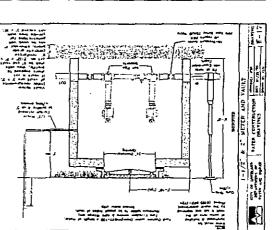
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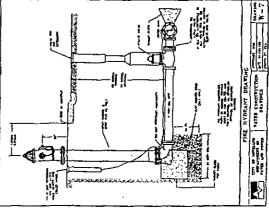












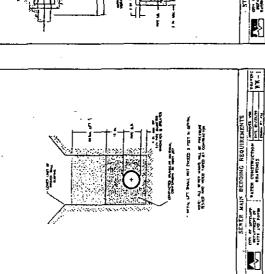
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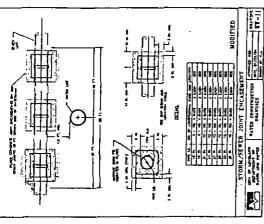
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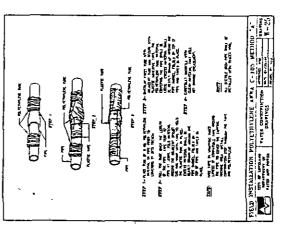


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WATERFORD PLACE APARTMENTS
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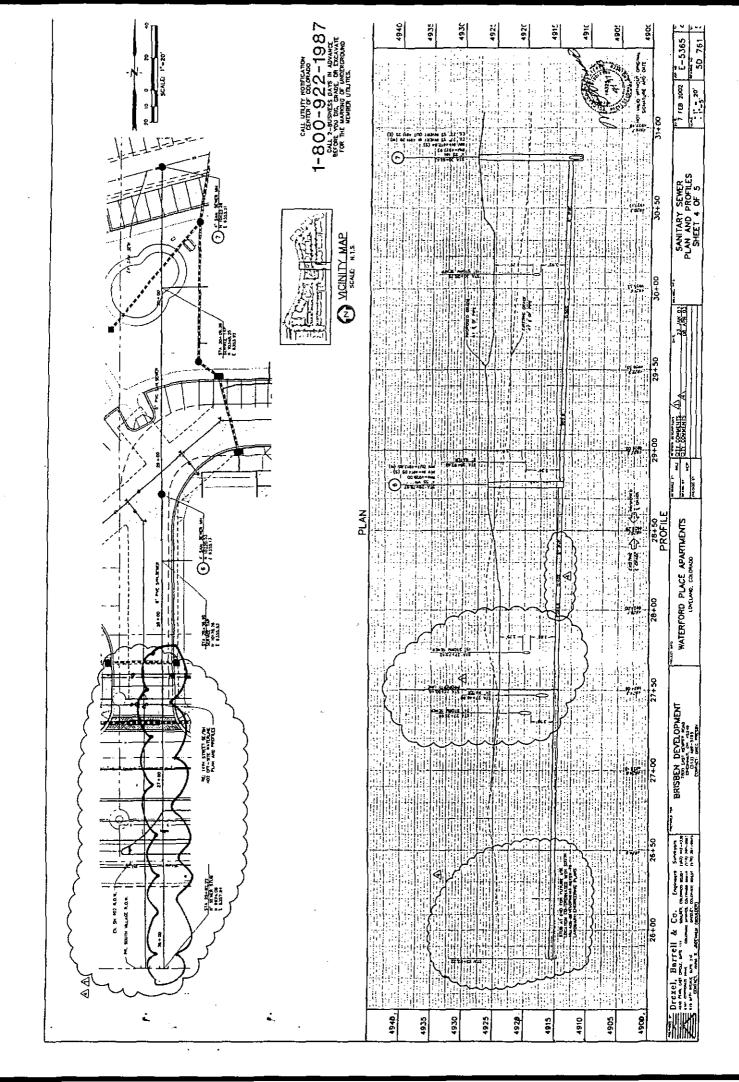


EXHIBIT C

CONSTRUCTION BID ANALYSIS

(See Attached)

Waterford Place I 07/10/03

Bid Summary

The waterline-oversizing project was competitively bid by each of the following convactors.

Сопистог	12" Waterline	24" Waterline	Total Waterline Cost
Kiewit Western Co.	\$ 75,240.00	\$ 169,300.00	\$ 244,540.00
Pare Construction Co.	\$ 106,100.00	\$ 190,270.00	\$ 296,370.00
GLH Construction Inc.	\$ 106,505.21	\$ 151,004.68	\$257,509 ,89

Cost Analysis

Based on the summary above, Kiewit Western Co. was the lower bidder for the water main oversizing work. Per the current City of Loveland Water and Sewer Line Extension Policy we have calculated the reimbursements as follows:

Highway 402 Waterline Oversizing from 8" to 12"	\$ 75,240.00 x 0.48 =	\$ 36,115.20
Highway 402 Waterline Oversizing from 8" to 24"	\$169,300.00 x 0.84 =	<u>\$ 142,212.00</u>
	Total =	\$ 178,327.20

	12&24-INCH	Ĺ														
Item #	Item Descrition	Bid	Unit	Unit	Extended Price											
	AND	Qty	<u></u>	Price	Friended Lines											
	falities - 14th Street East of 287	+	'جيجا	J	700 650 00											
	12-DNCR C900	274.0		\$75.00												
	12-INCH BEND	1.0		\$500.00	And the second little with the second little											
	12-INCH LOWERING		EA	\$5,500.00												
	2-INCH SERVICE TO EXISTING YOKE	1.0		\$3,000.00												
	24-DICH STORM SEWER ENCASEMENT	1.0		\$2,000.00												
	FLOWPILL	175.0		258.00												
	LASPHALT PATCHING	\$7.0	אר	\$150.00	\$13,050.00											
	tilities - Water North of 14th Street			ليستمل												
	12-INCH BENDS		EA	\$500.00												
	12-INCH C900	982.0		\$45.00												
	24-INCH DIP	1,112.0		\$100.00												
	fire hydrant assembly		BA	\$3,500.00												
	12-INCH GATEVALVE		FA	\$1,500.00												
	24-INCH BUTTERFLY VALVE			\$7,000.00												
	24-INCH STORM SEWER ENCASEMENT		EA	\$2,000,00												
028-1	18-INCH STORM SEWER ENCASEMENT	1.0	EA	\$2,000.00	\$2,000.00											
	24-INCH CROSS	1.0	EA	\$7,200.00	\$7,200.00											
	24X12-INCH REDUCER	1.0	EA	\$2,000.00	\$2,000.00											
	Hitles - Waterford Place Entrance															
	24-INCH CROSS	1.0	EA	\$7,200.00	\$7,200.00											
030-1	24X3-INCH REDUCER		EA	\$1,800.00	\$1,800.00											
	24X12-INCH REDUCER	1.0	EA	\$2,000.00	\$2,000.00											
	24-INCH BUTTERFLY VALVE	2.0		\$7,000.00	\$14,000.00											
033-1	12-INCH GATEVALVE			\$1,500.00	\$1,500.00											
	8-INCH GATE VALVE			\$1,000.00	\$1,000,00											
	24-INCH DIP			\$100.00	516,500.00											
	2M-INCH MJ CAP		_	\$1,700.00	\$1,700.00											
	FLOWFILL	23.0		\$58,00	\$1,334.00											
	24-INCH STORM SEWER ENCASEMENT		EA	\$2,000.00	\$2,000.00											
	Subtotal				\$316,374,00											

WaterFord Place - Hwy. 402 Waterline Oversizing Summary

Date: 07/10/03

12-INCH ALONG HWY 402 KIEWIT WESTERN					PATE CONSTRUCTION				GLH CONSTRUCTION			
Work Item Description	QŊ.	Units	Cost Unit	Cost	Ohy	. Units	Cost/ Unit	Cost	Q	y. Unii	S Cosy Unit	Casi
12-inch C900	274	LF	75	\$ 20,550.00	126	이 내	75	\$ 94,500.00	13	05 LF	75	\$ 97,875.00
12-inch C900	982	LF	45	\$ 44,190.00		LF	45	inc.		LF	45	inc.
12-inch Gata Valves	2	ĒĄ	1500	\$ 3,000.00	2	EA	1650	5 3,300,00		E	1383.63	\$ 4,180.89
12-inch Bands	2	EA	500	\$ 1,000.00	2	EA	\$25	\$ 1,050.00		<u>L EA</u>		\$ 574.32
12-inch Lowering	3	ΕA	6500	\$ 6,500.00		ΕA	7250	\$ 7,250.00		EA	3875	\$ 3,875.00

Sub-total

\$ 75,240,00

\$106,100.00

\$106,505.21

24-INCH ALONG HWY 4	Q2	KIE	WIT WEST	ERN		- 6	ATE	CONSTRUC	CTION		GLH	CONSTRU	CTI	אס
Work Item Description	Oty.	Units	Cost Unit	Cost		Qly.	Unit	Cost Unit	Cost	Qty.	Units	Cosy Unit		Cast
24-inch DIP	1286	LF	100	\$128,600.00		1285	LF	112	\$143,920,00	1220	LF	100	5	122.000.00
24-inch Valves	4	EA	7000	\$ 28,000,00	1	4	EA	8500	5 34,000.00	4	EA	4328.25	3	17,313.00
24 X 24 Cross	1	EA	7200	5 7.200.00	 	1	EA	7100	5 7,100.00	7	EA	1975.5	S	1,975,50
24 x 8 Reducers	1	EA	1800	5 1,800,00		1	EA	1750	\$ 1,750.00	1	TEA	785	\$	785.00
24 x 12 Reducers	1	EA	2000	\$ 2,000.00	1	1	EA	1850	\$ 1,850.00	1	EA	1159.45	\$	1,159.45
24-inch MJ Cap		ĒΑ	1700	\$ 1,700.00	ſſ	1	EA	1650	\$ 1,650.00	2	EA	931.45	5	1,862.90
24-inch Joint Restraint		,	-	Inc.	ľ	-			Inc.	7	EΑ	705.51	ч	4,933.57
24-inch Megalugs	-	•	4	inc.	l 1	•	-	•	lnc,	3	Eδ	323.42	S	970.26

Sub-total

\$169,300.00

\$190,270.00

\$151,004.68

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			8467 644 84
TOTAL	\$244,540,00	\$298.370.00	\$257.509.89
I I I I I I I I I I I I I I I I I I I	32-4,3-0,00	2524,214,04	***************************************

Item #	Item Descrition	Bld Qty	Unit	Unit Price	Extended Price
	thicies - 287 & 14th Street Intersection				
	CONNECT TO EXISTING	3.0		\$3,500.00	\$10,500.00
	8-INCH BENDS	6.0		\$400.00	\$2,400.00
	12X8-INCR REDUCER	2.0		\$300.00	\$600,00
	12-INCH CROSS		EA	\$1,800.00	\$1,800.00
	12-INCH GATEVALVE	7.0	EA	\$1,500,00	\$19,500.00
	DELETE				
	12-INCH C900	235,0		\$75,00	\$17,625.00
	FLOW FILL	103.0		\$58.00	\$5,974.00
	8-INCH C900		Ľ	\$68,00	\$952.00
	ASPHALT PATCHING	50.0	7	\$150,00	\$7,500.00
	Edites - 237 North of 14th Street				
	CONNECT TO EXISTING		EA	\$3,500.00	\$3,500.00
	12-INCH C900	140.0		\$75.00	\$10,500,00
	12-BENDS		EA	\$500.00	23,000,00
	12X8-INCH REDUCER	1,0		\$300,00	00.00
	12-INCH LOWERING	1.0		\$7,500.00	\$7,500.00
	FLOWFILL	92.0		\$58.00	\$5,336.00
	24-INCH STORM SEWER ENCASEMENT	1.0		\$2,000.00	\$2,000.00
<u> 39-2</u>	ASPHALT PATCHING	40.0		\$150.00	00,000,02
	IS-INCH LEE		EA	\$1,500.00	\$1,500.00
	12-INCH GATEVALVE		PA	\$1,500.00	\$1,500.00
	Subtotal				\$93,987.00
	Off-Site Extended Total]	}		\$410,361.00

t Utilities - 6.V. Sold		Ĺ		
24INCH BUTTERFLY VALVE	1.0	EA	\$7,000,00	\$7,000.00
24-INCH DIF	177.0	LF	\$100.00	\$17,700.00
36-INCH ENCASEMENT	2.6	ΕĄ	\$3,000.00	\$6,000.0
Unides - Santary S.V. Steb				
IS-INCH PVC	255.0	LF	\$45,00	\$11,475.0
18-INCH ENCASEMENT	2.0	EA	\$2,000,00	\$4,000.0
Sile Waterloop (Work Completed by Others)				
BAINCH PVC	1,422.0	LF	\$45.00	\$63,990.0
I NCI BENDS	8.0	EX	\$150.00	\$1,200.0
	5.0	EA	\$175.00	\$875.0
8-INCH TEES			\$1,000,00	\$7,000.0
BANCH TEES BANCH GATEVALVES	7.0	EA	[\$1,000,000]	
			\$2,000.00	\$8,000.0 \$4,000.0

EXHIBIT D

CALCULATION OF REIMBURSMENT AMOUNTS

-	ITEM	TOTAL COSTS	LESS AMOUNT REIMBURSED BY CITY	NET AMOUNT	LINEAL FEET	AMOUNT PER LINEAL FOOT
A.	12-Inch Water Line					
1.	12-inch water line					
	with appurtenances	\$75,240	\$36,115.70	\$39,124.80	1,256	\$ 31.150
2.	Engineering	\$15,000	\$ 0.00	\$15,000.00	1,256	\$ 11.943
3.	Construction Mgmt.,					
1 2.	Traffic Control	\$20,250	\$ 0.00	\$20,250.00	<u>1,256</u>	\$ 16.123
	Total for 12-inch				<u></u>	
	water line	\$110,490	\$36,115.70	\$74,374.30	1,256	\$ 59.216
В.	24-Inch Water Line					
1.	24-inch water line					
	with appurtenances	\$169,300	\$142,212	\$27,088	1,286	\$ 21.064
2.	Engineering	\$ 15,000	\$ 0.00	\$15,000	1,286	\$ 11.664
3.	Construction Mgmt.,					
	Traffic Control	\$ 15,190	\$ 0.00	\$15,190	1,286	\$ 11.812
	Total for 24-inch water line	\$199,490	\$142,212	\$57,278	1,286	\$ 44.540
C.	Water and Sewer Lines U	nder Highwa	y 402			
1.	Water line and sleeve	\$40,020	\$0.00	\$40,020	166,116	\$241.084
2.	Sewer line and sleeve	\$19,720	\$0.00	\$19,720	295,116	\$ 66.847
3.	Engineering	\$ 6,000	\$0.00	\$ 6,000	166	\$ 36.145
4.	Construction Mgmt.,	 				
	Traffic Control	\$5,065	\$0.00	\$5,065	<u>166</u>	\$ 30.512
To	otal for 402 Lines	\$70,805	\$0.00	\$70,805		\$374.588
		·				

Per Parcel Reimbursement Calculations

	ESTIMATED		ONE-HALF	
	LF OF		OF	CURRENT
PARCEL	PROPERTY	IMPROVEMENT	LINEAL	ESTIMATED
NUMBER AND OWNER	ALONG WATER	OBLIGATION -	FOOT	REIMBURSEMEN
	LINE		COST	T AMOUNT
1. 95252-00-003	1256 LF	12-inch water line	\$ 29.608	\$ 37,187.65
(Miltenberger)	363 LF	24-inch water line	\$ 22.270	\$ 8,084.00
	169 LF	water/sewer lines	\$374.588	\$ 70,805.00
	(water) and	crossing 402	(100% of	
	295 LF		LF Cost)	
	(sewer)			·
2. 95243-065-002	800 LF	12-inch water line	\$ 29.608	\$23,686.40
(Brisben II)				
3. 95250-00-038 and	300 LF	24-inch water line	\$ 22.270	\$ 6,681.00
95250-00-040	300 LF	24-inch water line	\$ 22.270	\$ 6,681.00
(Atherton)				
4. 95250-00-039	300 LF	24-inch water line	\$ 22.270	\$ 6,681.00
(Mini Storage)				

EXHIBIT E

PARCEL MAP

(See Attached)

