

**INTERGOVERNMENTAL AGREEMENT  
REGARDING CONSTRUCTION OF A STAGE AND FUNDING THEREFOR**

This INTERGOVERNMENTAL AGREEMENT (“IGA”) is made and entered into on the date set forth below by and between the LOVELAND DOWNTOWN DEVELOPMENT AUTHORITY, a body corporate and politic (the “DDA”), and FOUNDRY LOVELAND METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “Met District”). Such parties may be referred to hereinafter individual as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, the DDA is a Colorado downtown development authority created and organized pursuant to § 31-25-801, *et seq.*, C.R.S.;

WHEREAS, the Met District is a Colorado metropolitan district created and organized pursuant to the Special District Act, sections 32-1-101 *et seq.*, C.R.S.;

WHEREAS, pursuant to § 31-25-808, C.R.S, the DDA is authorized to cooperate with the municipality in which the authority is located and any other governmental agency or other public body and to enter into contracts with any such agency or body, and in connection with public facilities, to improve land and to construct, reconstruct, equip, improve, maintain, and repair, and operate buildings and other improvements, whether on land of the authority or otherwise;

WHEREAS, the Met District is the owner of the real property located within the City of Loveland, Colorado, commonly known as the Foundry Community Plaza (the “Plaza”);

WHEREAS, the Plaza functions as a public plaza and is located within the boundaries of the DDA (the “DDA District”);

WHEREAS, the Parties desire for a permanent stage to be constructed within the area of the Plaza identified in **Exhibit A**, consisting of one (1) page, attached hereto and incorporated herein (the “Stage”), which will be used for the hosting of concerts, community gatherings, and other community events;

WHEREAS, the DDA entered into an agreement with B H A Design, Inc., for the preparation of a design for the Stage, which was completed in 2024;

WHEREAS, a copy of the design for the Stage is depicted in **Exhibit B**, consisting of six (6) pages, attached hereto and incorporated herein (the “Stage Design”);

WHEREAS, the Met District engaged the services of Pinnacle Consulting Group, Inc. to conduct a competitive bidding process to select a contractor to construct the Stage in accordance with the Stage Design (the “Competitive Bidding Process”);

WHEREAS, based on the Competitive Bidding Process, Brinkman Construction was selected to construct the Stage (the “Contractor”);

WHEREAS, as set forth in its bid, the Contractor will construct the Stage in accordance with the Stage Design for an amount not to exceed One Hundred Fifty-Eight Thousand Three Hundred Forty-Three Dollars (\$158,343);

WHEREAS, the Met District has agreed to enter into a contract with the Contractor to construct the Stage in accordance with the Stage Design (the “Contract”), and to be responsible for the management of such project;

WHEREAS, the DDA has agreed to reimburse the Met District, up to the amount of One Hundred Sixty-Five Thousand Eight Hundred Sixty-Three Dollars (\$165,863), for costs the Met District has incurred or will incur for both the Competitive Bidding Process and for its payment obligations under the Contract; and

WHEREAS, construction of the Stage will further the goals and objectives of the DDA, and its adopted Plan of Development, by providing within the DDA District a fixed location for the hosting of concerts, community gatherings, and other community events, which will increase the visual attractiveness of the DDA District and promote within it a diversity of activities and Loveland’s unique identity as a destination for arts and culture.

NOW, THEREFORE, in consideration of the mutual promises and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Contract for Construction of the Stage. The Met District shall enter into the Contract with the Contractor. The Met District shall be responsible for managing construction of the Stage, and ensuring its completion in accordance with the Stage Design, and for the timely payment to the Contractor of all sums due under the Contract.
2. DDA Reimbursement of Met District Costs. The DDA shall reimburse the Met District, up to the amount of One Hundred Sixty-Five Thousand Eight Hundred Sixty-Three Dollars (\$165,863), for costs incurred by the Met District for both the Competitive Bidding Process and for its payment obligations under the Contract, under and subject to the following terms and conditions:
  - a. *Reimbursement of Competitive Bidding Costs.* Within fourteen (14) days of execution of this IGA, the DDA shall pay to the Met District the sum of Seven Thousand Five Hundred Twenty and no/100 Dollars (\$7,520.00) for costs incurred by the Met District in conducting the Competitive Bidding Process, as evidenced by the agreement contained in **Exhibit C**, consisting of one (1) page, attached hereto and incorporated herein.
  - b. *Reimbursement of Construction Costs.* The DDA agrees to reimburse the Met District, up to the amount of One Hundred Fifty-Eight Thousand Three Hundred

Forty-Three Dollars (\$158,343), for costs incurred by the Met District in paying the Contractor for sums due under the Contract. Reimbursements shall be made on a per-request basis. Each reimbursement request from the Met District shall be accompanied by copies of Contractor invoices paid for which the Met District is seeking reimbursement. The DDA shall pay to the Met District the sum identified in each such request within fourteen (14) days of its receipt. Reimbursement requests shall be sent via email to DDA Executive Director Sean Hawkins at the email address identified in Section 5 below. For the avoidance of doubt, only sums paid to the Contractor under the Contract shall be eligible for reimbursement hereunder; costs or expenses of the Met District, including, but not limited to, for staff time, shall not be eligible for reimbursement hereunder.

- c. *Maximum Amount of Funds under IGA.* The maximum amount of DDA funds that shall be disbursed to the Met District pursuant to this IGA shall be \$165,863.

3. Incorporation of Recitals. The recitals set forth above are hereby fully incorporated into the body of this IGA.

4. Notice. Except reimbursement requests, which shall be sent via email, all notices desired to be given to a Party hereunder shall be in writing and shall be sent by certified mail to the addresses specified below:

If to DDA: Loveland Downtown Development Authority  
Attn: Sean Hawkins, Executive Director  
201 East 4<sup>th</sup> Street  
Loveland, CO 80537  
Email: shawkins@lovelandpartnership.org

With a copy to: Liley Law, LLC  
Attn: Joshua C. Liley  
2627 Redwing Road, Suite 342  
Fort Collins, CO 80526

If to Met District: Foundry Loveland Metropolitan District  
c/o Pinnacle Consulting Group, Inc.  
550 W. Eisenhower Boulevard  
Loveland, CO 80537  
Attn: Shannon Randazzo, District Manager  
Email: shannonr@pcgi.com

With a copy to: Icenogle Seaver Pogue, P.C.  
4725 S. Monaco St., Suite 360  
Denver, Colorado 80237  
Attn: Alan D. Pogue  
Email: APogue@ISP-law.com

5. Governing Law. This IGA shall be governed by, and its terms construed under, the laws of the State of Colorado.

6. Annual Appropriations. Any financial obligations of the DDA arising under this IGA which are payable after the current fiscal year are contingent upon funds for that purpose being annually appropriated, budgeted, and otherwise made available by the City Council of the City of Loveland, Colorado, in its discretion, and the Board of Directors of the DDA, in its discretion, as applicable.

7. Modifications, Severability. No subsequent addition to this IGA, or modification of any term or condition herein contained, shall be valid, binding, or enforceable unless made in writing and executed by the Parties. If any term or conditions contained herein is held to be illegal, invalid, or unenforceable, such term or condition shall be fully severable.

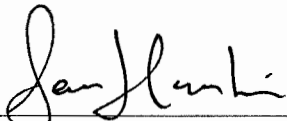
8. No Third-Party Beneficiaries. It is the mutual intent of the Parties that this IGA shall inure to the benefit of only the parties hereto. Accordingly, nothing in this IGA shall be construed as creating any right or entitlement which inures to the benefit of any third party.

9. Electronic Signatures. The parties agree that in the event that any individual or individuals who are authorized to execute to this IGA on behalf of the DDA or the Met District are not able to be physically present to manually sign this IGA, that such individual or individuals are hereby authorized to execute this IGA electronically via facsimile or email signature. This agreement by the parties to use electronic signatures is made pursuant to Article 71.3 of Title 24, C.R.S., also known as the Uniform Electronic Transactions Act. Any electronic signature so affixed to this IGA shall carry the full legal force and effect of any original, handwritten signature.

10. Governmental Immunity. Nothing in this IGA shall be construed to be a waiver, in whole or in part, of any right, privilege, or protection afforded to the DDA or the Met District, and their respective counselors, directors, officers, employees, servants, agents, and authorized volunteers, pursuant to the Colorado Governmental Immunity Act, section 24-10-101, *et seq.*, C.R.S.

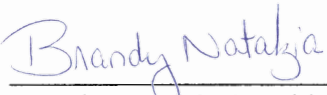
IN WITNESS WHEREOF, the Parties have executed this IGA as of the date of the last signature below written.

LOVELAND DOWNTOWN DEVELOPMENT  
AUTHORITY, a body corporate and politic

By:   
Sean Hawkins, Executive Director

Date: 3/11/25

FOUNDRY LOVELAND METROPOLITAN  
DISTRICT, a quasi-municipal corporation and  
political subdivision of the State of Colorado

By:   
Brandy Natalzia, President

Date: March 11, 2025

# EXHIBIT A

HWY 287 / N CLEVELAND AVE. (SOUTH-BOUND ONE-WAY)

HWY 287 / N LINCOLN AVE. (NORTH-BOUND ONE-WAY)

Residence

Ax to the Grind

Metrolux Movie Theater

E 3RD ST

E 3RD ST

Patina Flats West

Patina Flats East

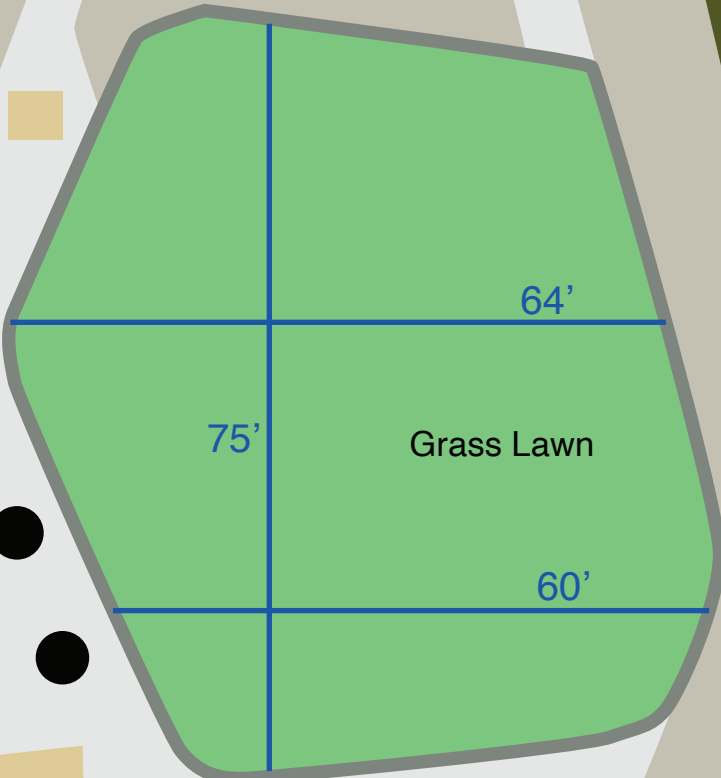
Vatos Tacos & Tequila

Vacant Restaurant

Colorado Coffee Co.

Studio B Salon

Edward Jones

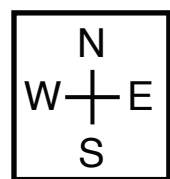


FUTURE LOCATION OF STAGE UNDER EXISTING AWNING

Stairs

Restrooms

Parking Garage

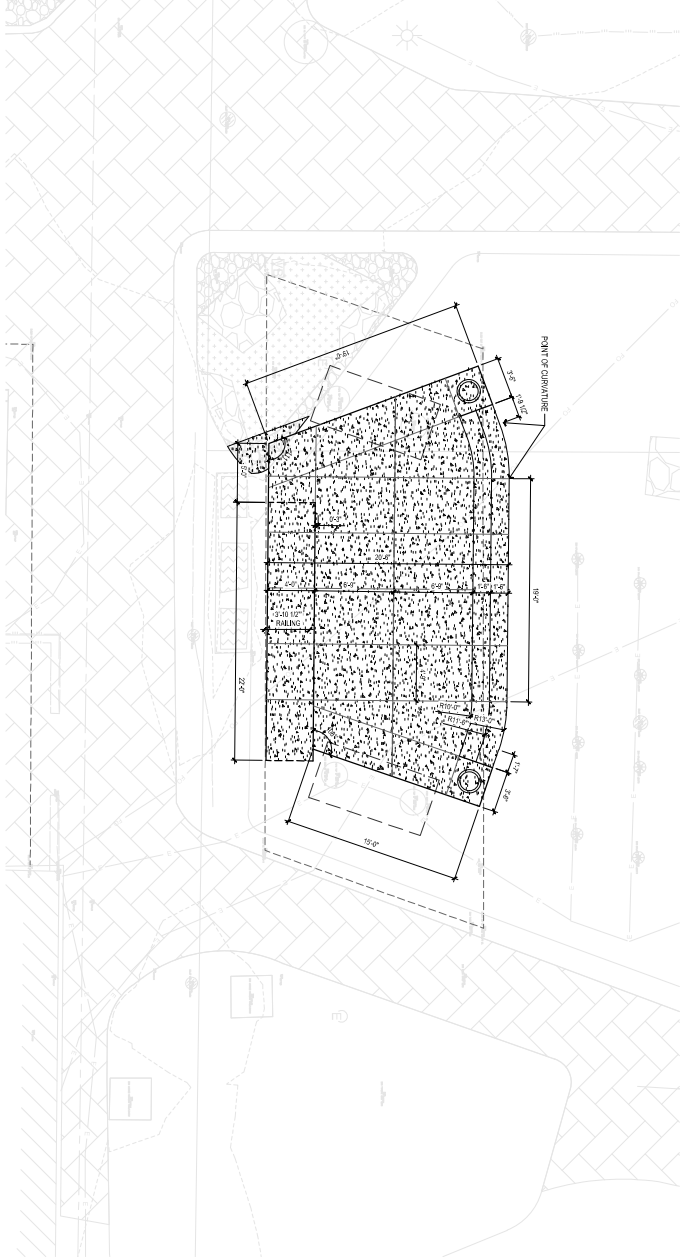


- Private Patio Space  
Do not set up here
- Paver Walking Path  
Do not set up here
- Empty Concrete Space  
Available Space to use
- Garden Beds
- Stones / Sculptures
- Electrical Outlets
- Flower Planters
- Business Entrance  
Do not block
- Private Patio



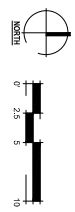
# EXHIBIT B

ELEVATED STAGE LAYOUT PLAN



**LEGEND**

PROPOSED CONCRETE STANDARD GREY



**dha**  
 111 S. Lakewood Street, Suite 110  
 Loveland, CO 80537  
 Phone: 970.533.2277  
 www.dhadesign.com  
 Landscape Architecture  
 Master Planning

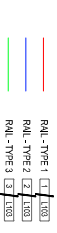
**LEGEND**

PROPOSED CONCRETE STANDARD GREY

RAIL - TYPE 1 [Pattern]

RAIL - TYPE 2 [Pattern]

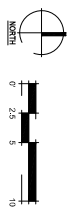
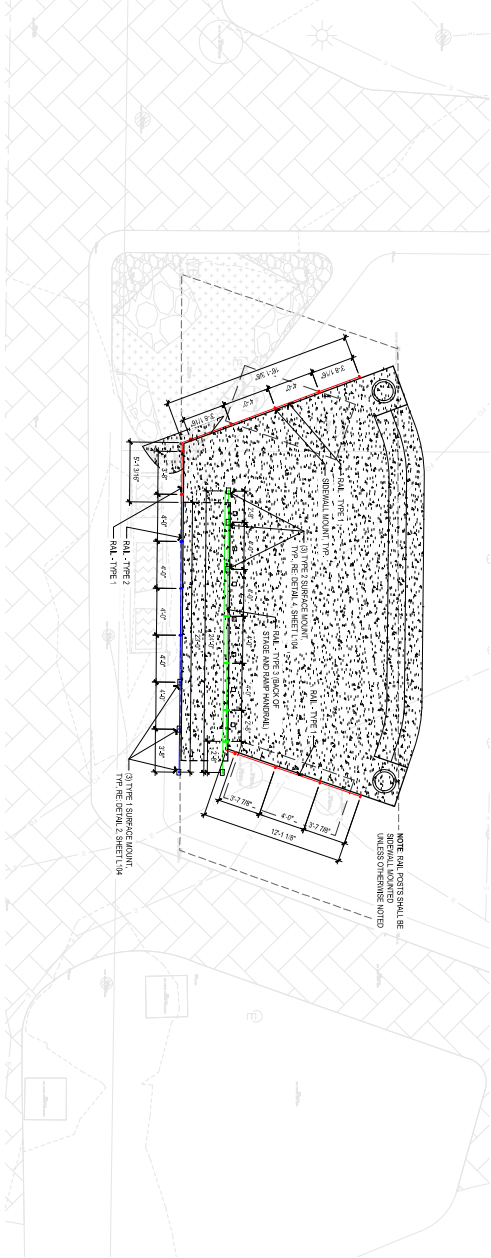
RAIL - TYPE 3 [Pattern]



Project:  
**FOUNDRY ELEVATED STAGE**  
 THE FOUNDRY, LOVELAND

Client:  
 LOVELAND DOWNTOWN DEVELOPMENT AUTHORITY  
 201 E 4TH STREET  
 LOVELAND, CO 80537

RAILING PLAN



Sheet Title:  
**SITE PLAN**

Sheet Number:  
**L101**

Project Number: 2417  
 Produced by: DCR

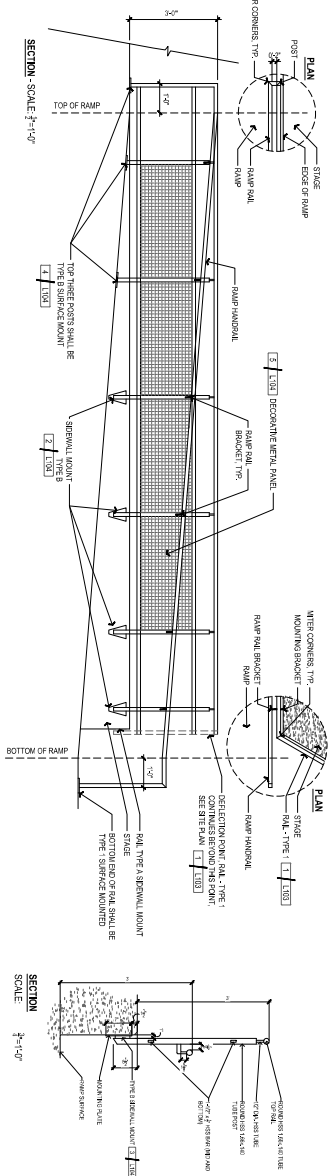


# EXHIBIT B

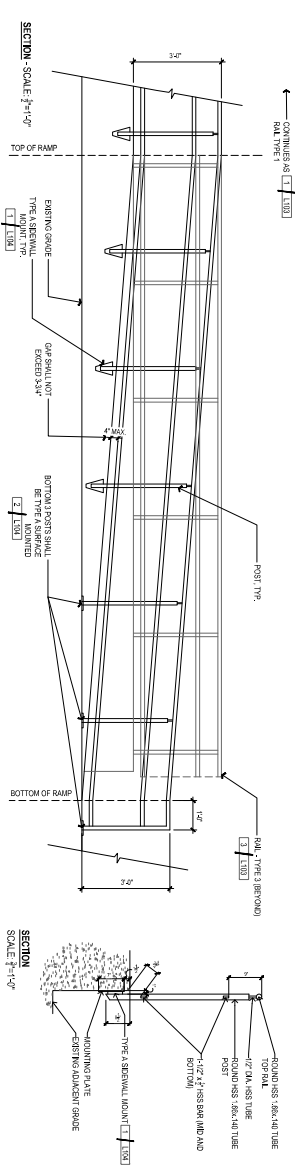
Rev: 12/16/2014 1:31 PM Drawn By: Doug Rye  
 Date Created: 11/20/14 C:\6\BIDDING\LOCAL\418248 - B-2\BIDDING\PROJECT\FOUNDATION\LOVELAND STAGE DRAWING\248\CONCRETE\114\_FOUNDRY ELEVATED STAGE\_RL.ASS 2/15

## NOTES

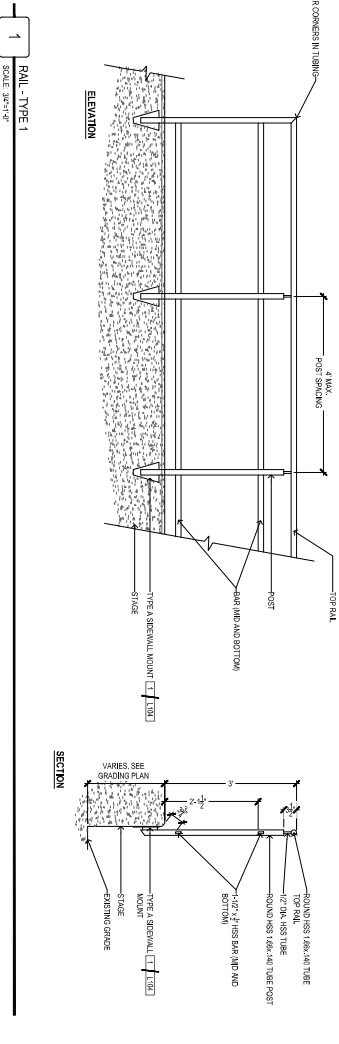
1. DETAILED AND DIMENSIONED SHIP EXAMINER FOR RAILING (INCLUDING THICKNESS, DIMENSIONS, MATERIALS, FINISH, WELDS) SHALL BE PROVIDED BY CONTRACTOR TO OWNERS FOR REVIEW AND APPROVAL PRIOR TO PROCEEDING WITH CONSTRUCTION.
2. EDGES OF RAILS SHALL BE SLIGHTLY ROUNDED FOR SAFETY.
3. STEEL CONNECTIONS SHALL BE MADE WITH A CONTINUOUS WELD. LEAVING A GIB OR SHARP POINT. ENTIRE RAIL SHALL BE WELDED. PROPOSED FIELD WELDS SHALL BE CLEARLY INDICATED IN SHOP DRAWINGS FOR REVIEW AND APPROVAL BY OWNERS.
4. RAILINGS SHALL BE PAINTED BLACK TO MATCH EXISTING FOUNDRY RAILINGS.
5. SEE RAMP SECTIONS FIELD VERY ON-SITE ELEVATIONS/ SLOPE.
6. POSTS SHALL BE INSTALLED PLUMB.
7. ANCHORS/ EMBEDS SHALL BE GALVANIZED OR STAINLESS STEEL.



3 RAIL - TYPE 3  
SCALE AS NOTED



2 RAIL - TYPE 2  
SCALE AS NOTED



1 RAIL - TYPE 1  
SCALE 3/4\"/>

**dha**  
 111 S Midland Street, Suite 110  
 Loveland, CO 80537  
 970.223.2277  
 www.dhaabeng.com  
 Landscape Architecture  
 Master Planning

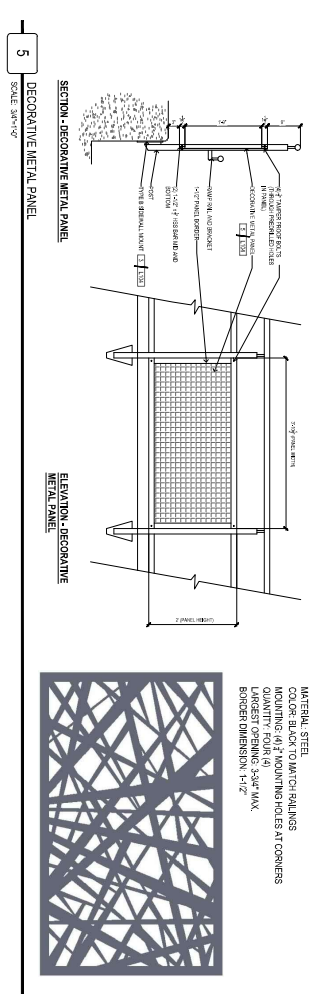
Project:  
**FOUNDRY ELEVATED STAGE**  
 THE FOUNDRY, LOVELAND  
 Client:  
 LOVELAND DOWNTOWN DEVELOPMENT AUTHORITY  
 201 E 4TH STREET  
 LOVELAND, CO 80537

Project Number: 2417  
 Produced by: DCE  
 Sheet Title:  
**SITE DETAILS**

Sheet Number:  
**L103**

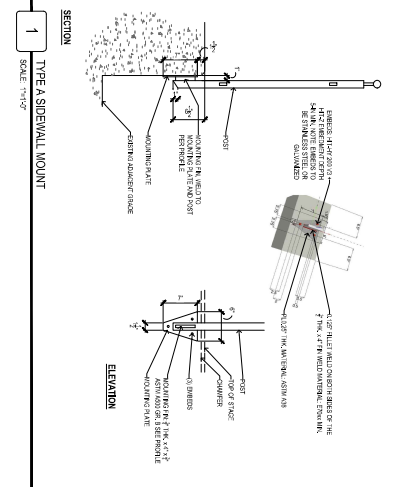
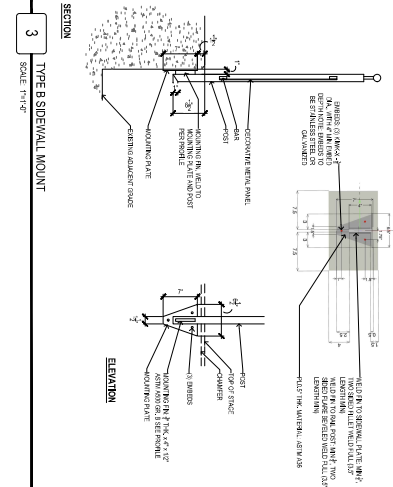
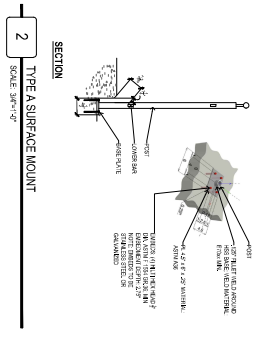
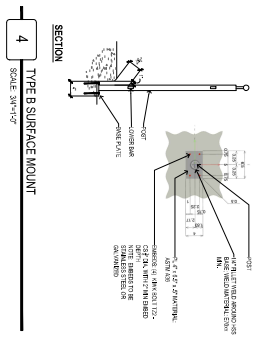
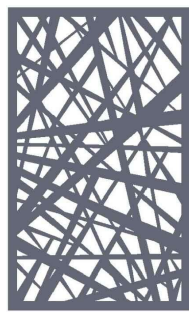


# EXHIBIT B



**DECORATIVE METAL PANEL NOTES**

MANUFACTURER: ARTISAN PANELS INC.  
 MODEL: 66-2878-03  
 THICKNESS: 1/8\"/>



Sheet Title: <b>SITE DETAILS</b>	Project Number: 2411 Produced by: DCE	Revision & Date:	Project: <b>FOUNDRY ELEVATED STAGE</b> THE FOUNDRY, LOVELAND	Client: LOVELAND DOWNTOWN DEVELOPMENT AUTHORITY 201 E 4TH STREET LOVELAND, CO 80537	111 S. Main Street, Suite 110 Loveland, CO 80537 Phone: 970.532.2277 www.dhainc.com Landscape Architecture Master Planning
Sheet Number: <b>L104</b>					

# EXHIBIT B



NOTE: RENDERINGS ARE FOR ILLUSTRATIVE PURPOSES ONLY. CONTRACTOR SHALL REFERENCE DETAILED AND DIMENSIONED DRAWINGS (SHEETS L100 THROUGH L103) FOR ACCURATE INFORMATION ON DESIGN. RENDERINGS MAY NOT BE ACCURATE



**ADDENDUM TO SERVICE AGREEMENT  
(SPECIAL DISTRICT CONSULTING SERVICES)**

This ADDENDUM TO SERVICE AGREEMENT (“Addendum”) is made and entered into as of the 4th day of April, 2024, by and between Foundry Loveland Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”) and Pinnacle Consulting Group, Inc., a Colorado corporation, hereinafter referred to as (the “Consultant”), collectively referred to herein as the “Parties.”

The District and the Consultant entered into that certain Service Agreement, dated February 28, 2017 (the “Original Agreement”), pursuant to which the Consultant provides certain services related to the District. Pursuant to Section 4 of the Original Agreement, the District and the Consultant may analyze the Scope of Work and the fee schedules contemplated by the Original Agreement. The Parties may, with mutual consent, adjust the schedule of fees and/or the Scope of Work as deemed appropriate by the Parties. Thus, the Parties desire to adjust the Scope of Work and schedule of fees for calendar year 2024 as contemplated by the Original Agreement. The District is requesting additional capital project management services. These additional services will be completed as requested by the board and then will be billed on an hourly basis.

**2024 Special District Consulting Services**

CAPITAL PROJECT MANAGEMENT			PROJECT SERVICES
Acceptance	ACPT	Initial and final acceptance, dedication of improvements	2
Public Bid Process	BID	Bid process administration	8
Board Meetings	BM	Board meeting (preparation, attendance, post meeting action items)	2
Budgeting	BUDGET	Budget preparation and monthly monitoring of annual budget	4
Contracts/Agreements	CON/AGR	Draft, administer, and monitor contracts and agreements	8
Coordination	COORD	Project coordination, meetings, reporting	4
Payables	PAY	Payables	18
Warranty	WRNTY	Warranty period oversight	1
<b>Capital Project Management Hours</b>			<b>47</b>
<b>Capital Project Management Cost</b>			<b>\$7,520</b>

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Foundry Loveland Metropolitan District  
Date: 4/9/2024 | 14:32:41 MDT

DocuSigned by:

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Pinnacle Consulting Group, Inc.  
Date: 4/5/2024 | 12:49:02 MDT