City of Louisville
COLORADO • SINCE 1878

City Council

Agenda

Tuesday, March 17, 2015
City Hall, Council Chambers
749 Main Street
7:00 PM

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. APPROVAL OF AGENDA

4. PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

Council requests that public comments be limited to 3 minutes. When several people wish to speak on the same position on a given item, Council requests they select a spokesperson to state that position.

5. CONSENT AGENDA

The following items on the City Council Agenda are considered routine by the City Manager and shall be approved, adopted, accepted, etc., by motion of the City Council and roll call vote unless the Mayor or a City Council person specifically requests that such item be considered under "Regular Business." In such an event the item shall be removed from the "Consent Agenda" and Council action taken separately on said item in the order appearing on the Agenda. Those items so approved under the heading "Consent Agenda" will appear in the Council Minutes in their proper order.

A. Approval of Bills
B. Approval of Minutes – March 3, 2015, March 10, 2015
C. Award Landscape Maintenance Services Contract
D. Award Bid for Data Network Switch
E. Approve CenturyLink Contract Renewal
F. Approve PSCO Easement Agreement

6. COUNCIL INFORMATIONAL COMMENTS ON PERTINENT ITEMS NOT ON THE AGENDA (Council general comments are scheduled at the end of the Agenda.)

7. CITY MANAGER'S REPORT

8. REGULAR BUSINESS

Citizen Information

If you wish to speak at the City Council meeting, please fill out a sign-up card and present it to the City Clerk.

Persons with disabilities planning to attend the meeting who need sign language interpretation, assisted listening systems, Braille, taped material, or special transportation, should contact the City Manager's Office at 303 335-4533. A forty-eight-hour notice is requested.

A. BOULDER COUNTY ANNEXATION AND ZONING FOR 245 NORTH 96TH STREET – Continued from 03/03/2015

1. ORDINANCE 1679, SERIES 2015, AN ORDINANCE APPROVING AN ANNEXATION, KNOWN AS THE 245 NORTH 96TH STREET ANNEXATION TO THE CITY OF LOUISVILLE, COLORADO – 2ND READING – PUBLIC HEARING (ADVERTISED DAILY CAMERA 02/22/2015)

- Mayor Opens Public Hearing
- Staff Presentation
- Public Comments (Please limit to three minutes each)
- Council Questions & Comments
- Additional Public Comments
- Mayor Closed Public Hearing
- Action

2. ORDINANCE 1680, SERIES 2015, AN ORDINANCE ZONING AS PLANNED COMMUNITY ZONE DISTRICT - COMMERCIAL / RESIDENTIAL (PCZD – C/R) CERTAIN PROPERTY ANNEXED INTO THE CITY OF LOUISVILLE AND KNOWN AS THE 245 NORTH 96TH STREET ANNEXATION – 2ND Reading – Public Hearing (Advertised *Daily Camera* 02/22/2015)

- Mayor Opens Public Hearing
- Staff Presentation
- Public Comments (Please limit to three minutes each)
- Council Questions & Comments
- Additional Public Comments
- Mayor Closed Public Hearing
- Action

3. RESOLUTION NO. 13, SERIES 2015 – A RESOLUTION APPROVING AN ANNEXATION AGREEMENT FOR THE 245 NORTH 96TH STREET ANNEXATION

- Staff Presentation
- Public Comments (Please limit to three minutes each)
- Council Questions & Comments
- Action

4. DISCUSSION/DIRECTION/ACTION – LOCAL FINANCIAL ASSISTANCE TO SUPPORT BOULDER COUNTY HOUSING AUTHORITY'S (BCHA) AFFORDABLE HOUSING PROJECT AT 245 NORTH 96TH STREET

- Staff Presentation
- Public Comments (Please limit to three minutes each)
- Council Questions & Comments
- Action

B. RESOLUTION NO. 15, SERIES 2015 - A RESOLUTION SETTING CERTAIN WATER, WASTEWATER, STORMWATER AND OTHER FEES, RATES, AND CHARGES FOR THE CITY OF LOUISVILLE, COLORADO

- Staff Presentation
- Public Comments (Please limit to three minutes each)
- Council Questions & Comments
- Action

C. DELO PHASE 2 – COMMERCIAL AND MULTI-FAMILY HOUSING PROJECT SOUTH OF LAFAYETTE STREET, WEST OF HIGHWAY 42 AND EAST OF THE BNSF RAILROAD

1. RESOLUTION NO. 14, SERIES 2015 – A RESOLUTION APPROVING FINAL SUBDIVISION PLAT, SPECIAL REVIEW USE (SRU) AND A FINAL PLANNED UNIT DEVELOPMENT (PUD) TO DEVELOP PHASE 2 OF A REDEVELOPMENT PROJECT WITHIN THE CORE PROJECT AREA OF THE HWY 42 FRAMEWORK PLAN. THE PROJECT INCLUDES A DIVERSITY OF HOUSING PRODUCTS, CIVIC SPACES, URBAN PLAZAS, STREETSCAPES AND COMMERCIAL OPPORTUNITIES - Public Hearing (Advertised *Daily Camera* 03/08/2015)

- Mayor Opens Public Hearing
- Staff Presentation
- Public Comments (Please limit to three minutes each)
- Council Questions & Comments
- Additional Public Comments
- Mayor Closed Public Hearing
- Action

2. ORDINANCE NO. 1682, SERIES 2015 - AN ORDINANCE APPROVING THE VACATION OF PORTIONS OF THE 50-FOOT WIDE UNIMPROVED RIGHT – OF - WAY DEDICATED TO THE CITY BY THE PLAT OF INDUSTRIAL AREA SUBDIVISION IN THE CITY OF LOUISVILLE – 2nd Reading – Public Hearing (Advertised *Daily Camera* 03/08/2015)

- Mayor Opens Public Hearing
- Staff Presentation
- Public Comments (Please limit to three minutes each)
- Council Questions & Comments
- Additional Public Comments
- Mayor Closed Public Hearing
- Action

D. DISCUSSION/DIRECTION/ACTION – SOUTH BOULDER ROAD COMMUNITY SURVEY RESULTS AND QUESTIONS FOR MCCASLIN BOULEVARD SURVEY

- Staff Presentation
- Public Comments (Please limit to three minutes each)
- Council Questions & Comments
- Action

E. RESOLUTION NO. 16, SERIES 2015, APPROVING A FINAL PLAT AND SPECIAL REVIEW USE (SRU) TO PERMIT THE CONSTRUCTION OF AT-GRADE SAND DRYING BEDS TO HANDLE THE HOWARD BERRY WATER TREATMENT PLANT RESIDUALS AT 7000 MARSHALL ROAD

- Staff Presentation
- Public Comments (Please limit to three minutes each)
- Council Questions & Comments
- Action

F. APPROVAL OF 2016 GOALS

- Staff Presentation
- Public Comments (Please limit to three minutes each)
- Council Questions & Comments
- Action

G. ORDINANCE NO. 1683, SERIES 2015 - AN ORDINANCE AUTHORIZING A LOAN FROM THE COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY TO FINANCE IMPROVEMENTS TO THE CITY'S WASTEWATER AND STORMWATER SYSTEMS; AUTHORIZING THE FORM AND EXECUTION OF THE LOAN AGREEMENT AND A GOVERNMENTAL AGENCY BOND TO EVIDENCE SUCH LOAN; RATIFYING PRIOR DETERMINATIONS OF THE CITY COUNCIL; AND PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH – 1ST Reading – Set Public Hearing 04/07/2015

- City Attorney Introduction
- Action

9. CITY ATTORNEY'S REPORT

10. COUNCIL COMMENTS, COMMITTEE REPORTS, AND IDENTIFICATION OF FUTURE AGENDA ITEMS

11. ADJOURNMENT

City of Louisville
Cash Disbursement Edit List

Batch: 89586 Period: 02/26/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	FOR BANK ACCOUNT:	4 FIRST NATIONAL BANK OF COLORAD			Control Disbursement Account	
13630-1	COREY SPEAKS LLC					
	021415	PRESIDENTS DAY TRNG SPEAKER	02/14/15	03/16/15	3,280.00	3,280.00
11298-1	DELTA DENTAL OF COLORADO					
	DELTA0315	#007562-0000 MAR 15 EMPL PREM	02/25/15	03/27/15	13,134.26	13,134.26
6455-1	KAISER PERMANENTE					
	0017048094	05920-01-16 MAR 15 EMPL PREM	02/09/15	03/11/15	123,881.86	123,881.86
1926-1	KATHRYN BEASLEY					
	022415	COMPUTER LOAN	02/24/15	03/26/15	1,410.29	1,410.29
7735-1	LINCOLN FINANCIAL GROUP					
	LIFE0315	000010008469 MAR 15 LIFE/AD&D	03/01/15	03/31/15	5,602.70	
	LTD0315	000010008470 MAR 15 LTD PREM	03/01/15	03/31/15	2,919.14	8,521.84
9616-1	SUZANNE JANSSEN					
	011515	LCC HANDBOOKS	01/15/15	02/14/15	53.75	53.75
	BANK TOTAL PAYMENTS				150,282.00	150,282.00
	GRAND TOTAL PAYMENTS				150,282.00	150,282.00

City of Louisville
Cash Disbursement Edit List

Batch: 89676 Period: 03/05/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	FOR BANK ACCOUNT:	4 FIRST NATIONAL BANK OF COLORAD			Control Disbursement Account	
11575-1	ADRIAN SEVERSON					
	030515	COMPUTER LOAN	03/05/15	04/04/15	724.53	724.53
13640-1	CHILD SUPPORT ENFORCE OFFICE					
	022715	EMPLOYEE GARNISHMENT PP#05	02/27/15	03/29/15	255.23	255.23
9965-1	DAVID HINZ					
	030215	EXPENSE REPORT 2/25-2/27/15	03/05/15	04/04/15	132.83	132.83
14002-1	KANSAS PAYMENT CENTER					
	022715	EMPLOYEE GARNISHMENT PP#05	02/27/15	03/29/15	189.07	189.07
9750-1	LEGALSHIELD					
	022515	#22554 FEB 15 EMPLOYEE PREMIUM	02/25/15	03/27/15	393.75	393.75
55	WESTCORE CENTENNIAL, LLC					
	U!00000961	5627/350089501: UTILITY REFUND	02/27/15	02/27/15	444.84	444.84
55	WESTCORE CENTURY LP					
	U!00000962	8000/350028501: UTILITY REFUND	02/27/15	02/27/15	186.76	186.76
55	WESTCORE CENTURY LP					
	U!00000963	8031/350028551: UTILITY REFUND	02/27/15	02/27/15	24.63	24.63
55	THOMPSON VALLEY CENTER NORTH					
	U!00000964	18270/0135112501: CK #000315 -	02/27/15	02/27/15	31.03	31.03
8442-1	VISION SERVICE PLAN					
	VSP0315	12 059727 0001 MAR 15 EMP PREM	02/19/15	03/21/15	2,436.82	2,436.82
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	BANK TOTAL PAYMENTS				4,819.49	4,819.49
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	GRAND TOTAL PAYMENTS				4,819.49	4,819.49

Batch: 89736 Period: 03/17/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	FOR BANK ACCOUNT:	4 FIRST NATIONAL BANK OF COLORAD			Control Disbursement Account	
14052-1	816 MAIN ST LLC					
	121514	816 MAIN ST BLDG ASSESSMENT	12/15/14	01/14/15	6,000.00	6,000.00
7552-1	ALERT/SAM					
	030515	2015 ALERT/SAM MEMBERSHIP PD	03/05/15	04/04/15	80.00	80.00
9891-1	AMBIANCE					
	10151	MAR 15 PLANT MAINT	03/10/15	04/09/15	195.00	195.00
13855-1	BIG AIR JUMPERS INC					
	O14920	NITE AT REC INFLATABLES	02/20/15	03/22/15	535.00	
	O14921	NITE AT REC INFLATABLES	02/27/15	03/29/15	535.00	
	O14922	NITE AT REC INFLATABLES	03/06/15	04/05/15	535.00	1,605.00
640-1	BOULDER COUNTY					
	022815	FEB 15 BOULDER COUNTY USE TAX	02/28/15	03/30/15	9,063.38	9,063.38
6717-1	BOULDER COUNTY PUBLIC HEALTH					
	013015	2015 KICP PERMIT	01/30/15	03/01/15	24,952.00	24,952.00
11086-1	BOULDER VALLEY SCHOOL DISTRICT					
	15796	BASKETBALL GYM RENTAL FIRESIDE	03/02/15	04/01/15	1,429.00	1,429.00
12880-1	BOYAGIAN CONSULTING LLC					
	030215	FEB 15 PROFESSIONAL SERVICES	03/02/15	04/01/15	2,500.00	2,500.00
7706-1	BRANNAN SAND & GRAVEL CO LLC					
	134721	ASPHALT	02/19/15	03/21/15	258.47	
	134815	ASPHALT	02/20/15	03/22/15	44.44	302.91
13344-1	BROWN HILL ENGINEERING & CONTROLS LLC					
	9302	FILTER BACKWASH VALVE REPAIR	02/06/15	03/08/15	841.00	
	9373	SCADA MAINTENANCE WTP	02/27/15	03/29/15	1,175.00	2,016.00
10900-1	CAROL CREECH					
	022215	REIMBURSE NON-RES EXPAND FEES	02/22/15	03/24/15	6.00	6.00
248-1	CDW GOVERNMENT					
	SP33079	CITY COUNCIL LAPTOP	02/17/15	03/19/15	575.00	575.00
935-1	CENTENNIAL PRINTING CO					
	56952	BUSINESS CARDS	02/19/15	03/21/15	127.00	
	56961	LETTERHEAD/ENVELOPES PW	02/26/15	03/28/15	418.26	545.26
980-1	CENTURY CHEVROLET INC					
	45005954	PART UNIT 3509	02/27/15	03/29/15	165.13	
	45006000	PART UNIT 3509	03/02/15	04/01/15	26.77	191.90
13352-1	CGRS INC					
	2-10242-48981	FUEL TANK POLLING	02/28/15	03/30/15	25.00	25.00
13964-1	CHANDLER ASSET MANAGEMENT					
	16952	FEB 15 INVESTMENT FEES	03/03/15	04/02/15	169.22	
	16952	FEB 15 INVESTMENT FEES	03/03/15	04/02/15	9.24	

Batch: 89736 Period: 03/17/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	16952	FEB 15 INVESTMENT FEES	03/03/15	04/02/15	2.12	
	16952	FEB 15 INVESTMENT FEES	03/03/15	04/02/15	0.30	
	16952	FEB 15 INVESTMENT FEES	03/03/15	04/02/15	229.23	
	16952	FEB 15 INVESTMENT FEES	03/03/15	04/02/15	29.92	
	16952	FEB 15 INVESTMENT FEES	03/03/15	04/02/15	22.38	
	16952	FEB 15 INVESTMENT FEES	03/03/15	04/02/15	5.27	
	16952	FEB 15 INVESTMENT FEES	03/03/15	04/02/15	43.77	
	16952	FEB 15 INVESTMENT FEES	03/03/15	04/02/15	349.93	
	16952	FEB 15 INVESTMENT FEES	03/03/15	04/02/15	65.66	
	16952	FEB 15 INVESTMENT FEES	03/03/15	04/02/15	494.12	
	16952	FEB 15 INVESTMENT FEES	03/03/15	04/02/15	420.71	
	16952	FEB 15 INVESTMENT FEES	03/03/15	04/02/15	107.60	
	16952	FEB 15 INVESTMENT FEES	03/03/15	04/02/15	21.30	
	16952	FEB 15 INVESTMENT FEES	03/03/15	04/02/15	8.10	
	16952	FEB 15 INVESTMENT FEES	03/03/15	04/02/15	38.43	
	16952	FEB 15 INVESTMENT FEES	03/03/15	04/02/15	32.70	2,050.00
2220-1	CHEMTRADE CHEMICALS US LLC					
	90693949	ALUMINUM SULFATE WTP	01/02/15	02/01/15	4,430.00	4,430.00
4785-1	CINTAS CORPORATION #66					
	66277460	UNIFORM RENTAL WWTP	03/02/15	04/01/15	100.92	
	66281432	UNIFORM RENTAL WWTP	03/09/15	04/08/15	100.92	201.84
11223-1	CIVIL ARTS INC					
	0915-0-7	MAYHOFFER DITCH LEGAL CSF	09/01/14	10/01/14	175.25	
	0915-0-7	MAYHOFFER DITCH LEGAL CSF	09/01/14	10/01/14	175.25	
	0915-0-7	MAYHOFFER DITCH LEGAL CSF	09/01/14	10/01/14	175.25	
	0915-0-7	MAYHOFFER DITCH LEGAL CSF	09/01/14	10/01/14	175.25	701.00
10916-1	COLORADO CODE CONSULTING LLC					
	6511	PLAN REVIEW WHITE WAVE	02/11/15	03/13/15	850.00	850.00
12923-1	COLORADO HOMETOWN WEEKLY					
	030315	SUBSCRIPTION CMO ACCT 09590068	03/03/15	04/02/15	28.00	28.00
6448-1	COLO WASTEWATER UTILITY COUNCIL					
	120114	2015 CWUC MEMBERSHIP	12/01/14	12/31/14	575.00	575.00
13897-1	COMPASS MINERALS AMERICA INC					
	71308805	COMPLEX CHLORIDE QUICK SALT	02/23/15	03/25/15	6,990.06	6,990.06
1600-1	DAVIDSON DITCH & RESERVOIR CO					
	228	2015 ASSESSMENT	03/02/15	04/01/15	9,541.43	9,541.43
6642-1	DAVIDSON HIGH LINE LATERAL DITCH CO					
	59	2015 ASSESSMENT	03/02/15	04/01/15	3,750.00	3,750.00
8000-1	DENVER BOULDER COURIERS					
	FEB2015-13933	EPA CONSENT ORDER WWTP	02/27/15	03/29/15	25.41	25.41

Batch: 89736 Period: 03/17/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
13929-1	DHE COMPUTER SYSTEMS LLC					
	90303	UPGRADE WARRANTY	02/12/15	03/14/15	79.60	79.60
13725-1	DLK ENGINEERING LLC					
	2309	ENGINEERING SERV MUSEUM	03/02/15	04/01/15	444.00	444.00
9782-1	DREXEL BARRELL AND CO INC					
	15026	DILLON/ST ANDREW SIGNAL DESIGN	02/04/15	03/06/15	133.45	133.45
13790-2	EAGLE-NET ALLIANCE					
	10436	MAR 15 INTERNET SERVICE	03/01/15	03/31/15	870.20	870.20
13963-1	ENSCICON CORPORATION					
	86473	ENGINEERING SERV TOWNSEND	01/20/15	02/19/15	113.84	
	86473A	ENGINEERING SERV TOWNSEND	01/20/15	02/19/15	113.84	
	86473B	ENGINEERING SERV TOWNSEND	01/20/15	02/19/15	199.22	
	86473C	ENGINEERING SERV TOWNSEND	01/20/15	02/19/15	170.76	
	86473D	ENGINEERING SERV TOWNSEND	01/20/15	02/19/15	1,195.32	
	86473E	ENGINEERING SERV TOWNSEND	01/20/15	02/19/15	113.84	
	86473F	ENGINEERING SERV TOWNSEND	01/20/15	02/19/15	113.84	
	86784A	ENGINEERING SERV TOWNSEND	02/24/15	03/26/15	113.84	
	86784B	ENGINEERING SERV TOWNSEND	02/24/15	03/26/15	56.92	
	86784C	ENGINEERING SERV TOWNSEND	02/24/15	03/26/15	1,792.98	
	86784D	ENGINEERING SERV TOWNSEND	02/24/15	03/26/15	56.92	
	86847A	ENGINEERING SERV TOWNSEND	03/03/15	04/02/15	56.92	
	86847B	ENGINEERING SERV TOWNSEND	03/03/15	04/02/15	426.90	
	86847C	ENGINEERING SERV TOWNSEND	03/03/15	04/02/15	910.72	
	86847D	ENGINEERING SERV TOWNSEND	03/03/15	04/02/15	483.82	5,919.68
6654-1	ENTERPRISE IRRIGATING DITCH CO					
	468	2015 ASSESSMENT	02/20/15	03/22/15	1,360.91	1,360.91
6258-1	ENVIROTECH SERVICES INC					
	CD201509957	ICE SLICER PARKS	02/12/15	03/14/15	2,489.60	
	CD201510450	ICE SLICER	02/18/15	03/20/15	2,566.33	
	CD201510451	ICE SLICER	02/18/15	03/20/15	2,590.18	
	CD201510452	ICE SLICER	02/18/15	03/20/15	2,583.95	
	CD201510752	ICE SLICER	02/23/15	03/25/15	2,538.33	
	CD201510753	ICE SLICER	02/23/15	03/25/15	2,566.33	
	CD201510754	ICE SLICER	02/23/15	03/25/15	2,539.37	
	CD201510755	ICE SLICER	02/23/15	03/25/15	2,582.92	
	CD201510940	ICE SLICER	02/24/15	03/26/15	2,541.44	
	CD201511767	ICE SLICER	02/27/15	03/29/15	2,531.07	25,529.52
11545-1	EVOQUA WATER TECHNOLOGIES LLC					
	902063688	CLARIFIER ARM PARTS WWTP	02/24/15	03/26/15	166.00	
	902069504	SODIUM CHLORITE WTP	02/26/15	03/28/15	10,060.80	10,226.80

Batch: 89736 Period: 03/17/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
8076-1	EXTREME CARE LLC					
	27616	FITNESS EQUIPMENT MAINT	02/26/15	03/28/15	512.01	512.01
14051-1	FITNESS ANYWHERE LLC					
	INVTRX6719	TRX STRAPS	02/18/15	03/20/15	2,143.35	2,143.35
2070-1	FLOOD & PETERSON INSURANCE INC					
	723815	WORKERS COMP PREMIUM 4 OF 10	02/26/15	03/28/15	15,783.00	15,783.00
2095-1	FORDYCE AUTO CENTER INC					
	53191A79	REPAIR UNIT 3421	01/05/15	02/04/15	1,202.30	
	7C48BB53	REPAIR UNIT 2172	03/05/15	04/04/15	1,046.41	2,248.71
13098-1	G4S SECURE SOLUTIONS INC					
	7275394	BAILIFF SERVICES 2/9/15	02/15/15	03/17/15	104.00	104.00
8508-1	GCR TIRE CENTERS					
	757-43344	TRACTOR TIRES TO AUCTION	02/20/15	03/22/15	100.00	100.00
12853-1	GOVERNMENTJOBS.COM INC					
	INV14307	NEOGOV USER LICENSE	02/27/15	03/29/15	4,900.00	4,900.00
2310-1	GRAINGER					
	9606805001	OILY WASTE CAN WWTP	12/01/14	12/31/14	139.82	
	9607254001	HOSE/RAKE COMBO/PADLOCK WWTP	12/01/14	12/31/14	221.12	
	9621033233	OIL CHANGE PUMP WWTP	12/14/14	01/13/15	250.20	
	9621033241	EXTENSION HANDLE WWTP	12/17/14	01/16/15	108.85	
	9621033258	BROOM/HANDLE/PUMP WWTP	12/17/14	01/16/15	39.39	
	9621659052	ADAPTER TIP WWTP	12/17/14	01/16/15	4.84	
	9625139598	BLOWER REPAIR PARTS WWTP	12/22/14	01/21/15	325.09	1,089.31
11214-1	GRAYLING					
	P005472	MAR 15 PROFESSIONAL SERVICES	03/10/15	04/09/15	625.00	625.00
11165-1	HALLMARK INC					
	R7436R	REPLACE SEALED TANK CAULKING	02/19/15	03/21/15	6,930.00	6,930.00
14019-1	HISTORY MATTERS LLC					
	022815	PRESERVATION MASTER PLAN	02/28/15	03/30/15	561.42	561.42
13751-1	IMAGINE DEVELOPMENT DISABILITIES CENTER					
	030615	2015 NON-PROFIT GRANT AWARD	03/06/15	04/05/15	500.00	500.00
2615-1	INGRAM LIBRARY SERVICES INC					
	83595242	TEEN BOOKS AND MEDIA	01/30/15	03/01/15	91.72	
	83685496	TEEN BOOKS AND MEDIA	02/04/15	03/06/15	64.92	
	83690603	CHILDRENS BOOKS AND MEDIA	02/04/15	03/06/15	355.22	
	83741340	TEEN BOOKS AND MEDIA	02/06/15	03/08/15	9.74	
	83744565	CHILDRENS BOOKS AND MEDIA	02/06/15	03/08/15	40.68	
	83787238	CHILDRENS BOOKS AND MEDIA	02/10/15	03/12/15	198.68	
	83822600	CHILDRENS BOOKS AND MEDIA	02/11/15	03/13/15	50.64	
	83926609	TEEN BOOKS AND MEDIA	02/19/15	03/21/15	21.58	

Batch: 89736 Period: 03/17/15

Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	83926610	TEEN BOOKS AND MEDIA	02/19/15	03/21/15	47.42	
	83929735	CHILDRENS BOOKS AND MEDIA	02/19/15	03/21/15	287.41	
	83929736	CHILDRENS BOOKS AND MEDIA	02/19/15	03/21/15	104.86	
	83953023	CHILDRENS BOOKS AND MEDIA	02/20/15	03/22/15	162.80	
	83990200	CHILDRENS BOOKS AND MEDIA	02/23/15	03/25/15	213.09	
	83990201	CHILDRENS BOOKS AND MEDIA	02/23/15	03/25/15	212.59	
	84007655	CHILDRENS BOOKS AND MEDIA	02/24/15	03/26/15	81.30	
	84007656	CHILDRENS BOOKS AND MEDIA	02/24/15	03/26/15	534.41	
	84028449	TEEN BOOKS AND MEDIA	02/25/15	03/27/15	88.72	
	84039466	CHILDRENS BOOKS AND MEDIA	02/25/15	03/27/15	143.00	
	84050300	CHILDRENS BOOKS AND MEDIA	02/26/15	03/28/15	39.58	
	84050301	CHILDRENS BOOKS AND MEDIA	02/26/15	03/28/15	18.68	
	84059241	CHILDRENS BOOKS AND MEDIA	02/26/15	03/28/15	59.54	
	84073808	TEEN BOOKS AND MEDIA	02/27/15	03/29/15	12.51	2,839.09
8881-1	INGRAM LIBRARY SERVICES INC					
	83676389	ADULT BOOKS AND MEDIA	02/03/15	03/05/15	40.12	
	83690602	ADULT BOOKS AND MEDIA	02/04/15	03/06/15	720.60	
	83710929	ADULT BOOKS AND MEDIA	02/05/15	03/07/15	104.86	
	83710930	ADULT BOOKS AND MEDIA	02/05/15	03/07/15	250.77	
	83744564	ADULT BOOKS AND MEDIA	02/06/15	03/08/15	62.40	
	83755046	ADULT BOOKS AND MEDIA	02/08/15	03/10/15	13.72	
	83787237	ADULT BOOKS AND MEDIA	02/10/15	03/12/15	241.20	
	83929733	ADULT BOOKS AND MEDIA	02/19/15	03/21/15	436.40	
	83929734	ADULT BOOKS AND MEDIA	02/19/15	03/21/15	199.72	
	83953021	ADULT BOOKS AND MEDIA	02/20/15	03/22/15	296.42	
	83953022	ADULT BOOKS AND MEDIA	02/20/15	03/22/15	14.84	
	83973817	ADULT BOOKS AND MEDIA	02/20/15	03/22/15	11.88	
	83973818	ADULT BOOKS AND MEDIA	02/20/15	03/22/15	120.09	
	84020885	ADULT BOOKS AND MEDIA	02/24/15	03/26/15	15.37	
	84030519	ADULT BOOKS AND MEDIA	02/25/15	03/27/15	269.85	2,798.24
13280-1	INSIGHT PUBLIC SECTOR INC					
	1100407527	SQL SERVER UPGRADE LICENSE	02/27/15	03/29/15	2,339.16	
	1100407527	SQL SERVER UPGRADE LICENSE	02/27/15	03/29/15	584.79	
	1100407527	SQL SERVER UPGRADE LICENSE	02/27/15	03/29/15	584.79	
	1100407527	SQL SERVER UPGRADE LICENSE	02/27/15	03/29/15	584.79	
	1100407527	SQL SERVER UPGRADE LICENSE	02/27/15	03/29/15	584.79	4,678.32
13817-1	ISRAEL ALVARADO					
	2015-04	NITE AT REC DJ SERVICES	02/20/15	03/22/15	275.00	
	2015-05	NITE AT REC DJ SERVICES	02/27/15	03/29/15	275.00	
	2015-06	NITE AT REC DJ SERVICES	03/06/15	04/05/15	275.00	825.00

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Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
13346-1	ISS FACILITY SERVICES DENVER					
	848971	FEB 15 JANITORIAL SERVICES	02/20/15	03/22/15	17,393.56	
	848971	FEB 15 JANITORIAL SERVICES	02/20/15	03/22/15	606.06	
	848971	FEB 15 JANITORIAL SERVICES	02/20/15	03/22/15	143.43	18,143.05
14049-1	KATHLEEN VALENTINE					
	021715	1101 GRANT LANDMARK INCENTIVE	02/17/15	03/19/15	1,000.00	1,000.00
14000-1	KATHRYN LAWRENCE					
	153.00	25TH ANNIVERSARY CALENDAR	03/05/15	04/04/15	375.00	375.00
14033-1	KDG ENGINEERING LLC					
	K14004-2	DILLON RD UNDERPASS REPAIRS	02/17/15	03/19/15	14,754.45	14,754.45
11337-1	KISSINGER AND FELLMAN PC					
	20881	COMCAST FRANCHISE NEGOTIATIONS	02/20/15	03/22/15	464.00	464.00
13692-1	LIGHTNING MOBILE INC					
	62678	SWEEP LIBRARY PARKING GARAGE	03/02/15	04/01/15	320.00	320.00
13382-1	LODESTONE DESIGN GROUP					
	1528	MINERS FIELD RESTROOM DESIGN	02/16/15	03/18/15	375.00	375.00
3100-1	LOUISVILLE CHAMBER OF COMMERCE					
	101965	BRAD GRANT	02/18/15	03/20/15	5,000.00	
	101966	PARADE OF LIGHTS	02/19/15	03/21/15	2,000.00	7,000.00
5432-1	LOUISVILLE FIRE PROTECTION DISTRICT					
	022815	FEB 15 FIRE PROTECT DIST FEES	02/28/15	03/30/15	4,805.00	4,805.00
11463-1	MATTHEW BENDER & CO INC					
	69191735	REFERENCE BOOKS AND MATERIALS	02/13/15	03/15/15	65.28	65.28
6939-1	MCCANDLESS TRUCK CENTER LLC					
	AI37472	PARTS UNIT 3228	02/17/15	03/19/15	1,627.73	1,627.73
11072-18	MERRICK AND COMPANY					
	138127	3 MG TANK ENGR CHANGE ORDER #1	02/11/15	03/13/15	2,333.99	2,333.99
13846-1	METECH RECYCLING INC					
	33178	IT ELECTRONIC RECYCLING	03/03/15	04/02/15	150.00	150.00
12161-1	MINDSHARE HDV LLC					
	3052015	DMV CYPHER SOFTWARE SUPPORT	03/05/15	04/04/15	1,900.00	1,900.00
14045-1	MINUTEMAN PRESS BOULDER					
	113492	SPRING NEWSLETTER PRINTING	03/04/15	04/03/15	3,865.20	3,865.20
10	TEMPLE CONSTRUCTION					
	934	BULK WATER METER REFUND	03/03/15	04/02/15	1,728.81	1,728.81
10	KEMP & HOFFMAN INC					
	935	BULK WATER METER REFUND	03/04/15	04/03/15	2,500.00	2,500.00
11061-1	MOUNTAIN PEAK CONTROLS INC					
	7447	SCADA BLOWER VALVE REPAIR	02/26/15	03/28/15	632.50	632.50
14035-1	NANCY E THOMADSEN					

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Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	1510040-1	CONTRACTOR FEES DISCOVER MUSIC	03/02/15	04/01/15	63.00	
	1510040-2	CONTRACTOR FEES DISCOVER MUSIC	03/02/15	04/01/15	63.00	
	1510040-3	CONTRACTOR FEES DISCOVER MUSIC	03/02/15	04/01/15	63.00	
	1510040-4	CONTRACTOR FEES DISCOVER MUSIC	03/02/15	04/01/15	63.00	252.00
11351-1	NEOPOST					
	52568698	POSTAGE METER AGREEMENT Q2 15	03/02/15	04/01/15	135.00	135.00
3630-1	NORTH STAR WINDOW CLEANING					
	29130	WINDOW CLEANING RSC	03/03/15	04/02/15	725.00	725.00
6427-1	NORTHERN COLO WATER CONSERVANCY DIST					
	021615	2015 WINDY GAP ASSESSMENT	02/16/15	03/18/15	103,659.36	103,659.36
1201-1	NORTHERN COLORADO PAPER					
	330032681	JANITORIAL SUPPLIES CH	02/24/15	03/26/15	482.80	
	330032715	JANITORIAL SUPPLIES CS	02/24/15	03/26/15	463.84	946.64
13986-1	OPEN MEDIA FOUNDATION					
	7818	WEB STREAM COUNCIL MEETINGS	02/17/15	03/19/15	5,000.00	5,000.00
11477-1	P.R.O.S. INC					
	LO1504YB	YOUTH BASKETBALL REFEREES	03/01/15	03/31/15	702.00	702.00
13898-1	PEAK FACILITATION GROUP INC					
	1514	BUDGET RETREAT FACILITATION	03/05/15	04/04/15	945.00	945.00
3815-1	POSTMASTER					
	022015	BULK MAIL PERMIT #15	02/20/15	03/22/15	220.00	220.00
3840-1	PREMIER TIRE TERMINAL					
	1678793	TIRE UNIT 5369	02/19/15	03/21/15	63.39	63.39
6703-1	QA BALANCE SERVICES INC					
	12173	LAB BALANCE CALIBRATION WWTP	03/06/15	04/05/15	134.00	134.00
14041-1	RAMEY ENVIRONMENTAL COMPLIANCE INC					
	10393	RECYCLE PUMP REPAIR WWTP	02/25/15	03/27/15	2,497.34	2,497.34
13893-1	REBECCA TSUI					
	20152	CONTRACTOR FEES TAI CHI	02/25/15	03/27/15	376.60	376.60
99	SONJA BLONDEAU-HEGLIN					
	878548	ACTIVITY REFUND	02/25/15	03/27/15	26.50	26.50
99	KENNETH FROST					
	880367	ACTIVITY REFUND	03/09/15	04/08/15	47.00	47.00
99	PAUL ELLNER					
	880368	ACTIVITY REFUND	03/09/15	04/08/15	25.00	25.00
9909-1	REGIONAL AIR QUALITY COUNCIL					
	13325	2015 WORK PROGRAM CONTRIBUTION	01/29/15	02/28/15	900.00	900.00
13668-1	RESOURCE BASED INTERNATIONAL					
	2015-01	JAN 15 WATER RIGHTS ADMIN	02/23/15	03/25/15	10,250.00	10,250.00
13884-1	RG AND ASSOCIATES LLC					

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Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	1010636	SC POND LINER REPLACEMENT	03/04/15	04/03/15	331.50	
	1010636	SC POND LINER REPLACEMENT	03/04/15	04/03/15	331.50	663.00
4160-1	SAFE SYSTEMS INC					
	361445	ALARM SYSTEM LIB	02/02/15	03/04/15	206.55	206.55
13773-1	SENIORS OF LOUISVILLE					
	1518073-1	SILENT AUCTION FUNDS COLLECTED	03/09/15	04/08/15	5,445.50	
	1518074-1	HEAT RELIEF DINNER FUNDS COLL	03/09/15	04/08/15	1,696.00	7,141.50
13673-1	STERLING INFOSYSTEMS INC					
	411974	BACKGROUND CHECKS	02/28/15	03/30/15	865.08	865.08
7917-1	THE AQUEOUS SOLUTION INC					
	65101	POOL CHEMICALS	02/12/15	03/14/15	33.32	
	65156	POOL CHEMICALS	02/24/15	03/26/15	935.02	968.34
6644-1	THE EAST BOULDER DITCH CO					
	470	2015 ASSESSMENT	02/20/15	03/22/15	100.00	100.00
11466-1	THE RUNNING GROUP LLC					
	030515	CONTRACTOR FEES LOCO FIT	03/05/15	04/04/15	912.00	912.00
12287-1	TIMOTHY WIRTH					
	030315	PIANO TUNING ART CTR	03/03/15	04/02/15	100.00	100.00
1111-1	TISCHLERBISE INC					
	201530000028	FISCAL MODEL UPDATE	03/02/15	04/01/15	2,404.00	2,404.00
11624-1	TOWN OF SUPERIOR					
	248	POTABLE WATER INTERCONNECTION	02/23/15	03/25/15	4,880.00	4,880.00
6609-1	TRAVELERS					
	477071	INSURANCE DEDUCTIBLE	01/30/15	03/01/15	445.50	
	478700	INSURANCE DEDUCTIBLE	02/27/15	03/29/15	3,887.35	4,332.85
14042-1	TRIENDURANCE LLC					
	2015-02	MASTERS SWIM CLASSES	02/24/15	03/26/15	357.70	357.70
4765-1	UNCC					
	21502451	FEB 15 LOCATES #48760	02/28/15	03/30/15	383.24	383.24
13241-1	UNITED REPROGRAPHIC SUPPLY INC					
	IN40721	JAN-JUN 15 OCE PRINTER MAINT	01/08/15	02/07/15	570.00	
	IN45858	OCE PRINTER PAPER	02/27/15	03/29/15	47.62	617.62
10351-1	US BANK					
	3908459	PAYING AGENT FEES GO LIB BONDS	02/25/15	03/27/15	275.00	275.00
10960-1	VANCE BROTHERS INC					
	AC40779	TACK BARRIER	02/24/15	03/26/15	208.00	208.00
11094-1	WESTERN DISPOSAL SERVICES					
	030115CITY	FEB 15 CITY TRASH SERVICE	03/01/15	03/31/15	1,501.50	
	030115CITY	FEB 15 CITY TRASH SERVICE	03/01/15	03/31/15	312.00	
	030115CITY	FEB 15 CITY TRASH SERVICE	03/01/15	03/31/15	155.00	

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Vendor/ Remit#	Invoice Number	Description	Invoice Date	Due Date	Invoice Amount	Check Amount
	030115CITY	FEB 15 CITY TRASH SERVICE	03/01/15	03/31/15	155.50	
	030115CITY	FEB 15 CITY TRASH SERVICE	03/01/15	03/31/15	101.00	2,225.00
5115-1	WL CONTRACTORS INC					
	25058	JAN 15 TRAFFIC SIGNAL MAINT	02/12/15	03/14/15	4,865.22	4,865.22
10884-1	WORD OF MOUTH CATERING INC					
	2015-05	SR MEAL PROGRAM 2/23-3/6/15	03/06/15	04/05/15	1,960.00	1,960.00
11324-1	XCEL ENERGY					
	447294183	FEB 15 SPRINKLERS	03/02/15	04/01/15	118.70	118.70
11586-1	XCELIGENT INC					
	201451	REAL ESTATE DATABASE	03/01/15	03/31/15	999.99	999.99
11081-1	XEROX FINANCIAL SERVICES LLC					
	282373	MAR 15 COPIER LEASE	03/04/15	04/03/15	990.00	990.00
14050-1	YBA SHIRTS					
	24701	YOUTH SOCCER SHIRTS	02/05/15	03/07/15	2,360.25	2,360.25
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	BANK TOTAL PAYMENTS				396,709.68	396,709.68
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	GRAND TOTAL PAYMENTS				396,709.68	396,709.68

CITY OF LOUISVILLE
PURCHASING CARD SUMMARY
STATEMENT PERIOD 01/23/15 - 02/19/15

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
0770 CED	BOULDER	MIKE THOMPSON	FACILITIES	02/13/2015	98.27
2457 CED	FORT COLLINS	ROBERT DUPORT	WATER	02/17/2015	275.85
ACE EQUIPMENT AND SUPP	303-2882916	VICKIE ILKO	OPERATIONS	02/16/2015	587.10
ACE EQUIPMENT AND SUPP	303-2882916	JEFF LEBECK	OPERATIONS	02/16/2015	589.92
ACT*CGFOA	877-551-5560	PENNEY BOLTE	SALES TAX	01/27/2015	25.00
AGG/ASP DISPTCH COLE O	GOLDEN	DAVE NICHOLS	OPERATIONS	01/28/2015	59.72
ALBERTSONS #00812	LOUISVILLE	SUZANNE JANSSEN	CITY MANAGER	02/18/2015	3.49
ALBERTSONS #00812	LOUISVILLE	KATHY MARTIN	REC CENTER	02/16/2015	127.90
ALBERTSONS #00812	LOUISVILLE	LESLIE RINGER	HUMAN RESOURCES	02/10/2015	77.94
ALBERTSONS #00812	LOUISVILLE	LINDA PARKER	REC CENTER	02/10/2015	11.98
ALBERTSONS #00812	LOUISVILLE	JENNI DUNCAN	POLICE	02/02/2015	7.96
ALBERTSONS #00812	LOUISVILLE	LINDA PARKER	REC CENTER	01/27/2015	52.86
ALFALFA'S MARKET I	LOUISVILLE	DAWN BURGESS	CITY MANAGER	02/11/2015	11.08
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	02/19/2015	81.96
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	02/19/2015	29.23
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	02/19/2015	7.23
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	02/19/2015	34.66
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	02/18/2015	26.77
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	02/18/2015	92.09
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	02/18/2015	-0.06
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	02/18/2015	48.41
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	02/18/2015	29.49
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	02/16/2015	11.99
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	02/16/2015	59.96
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	JESSE DEGRAW	REC CENTER	02/14/2015	94.68
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	02/12/2015	200.72
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	02/11/2015	-1.78
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	KRISTEN PORTER	REC CENTER	02/11/2015	64.46
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	KRISTEN PORTER	REC CENTER	02/11/2015	12.19
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	KRISTEN PORTER	REC CENTER	02/10/2015	64.49
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	02/10/2015	35.70
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	02/09/2015	38.77
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	KATIE BEASLEY	REC CENTER	02/09/2015	131.98
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	KRISTEN PORTER	REC CENTER	02/09/2015	73.98
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	KATIE BEASLEY	REC CENTER	02/09/2015	6.49
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	02/06/2015	4.65
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	02/05/2015	-30.14
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	02/05/2015	-28.52

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	KATIE BEASLEY	REC CENTER	02/05/2015	9.79
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	KATIE BEASLEY	REC CENTER	02/05/2015	33.65
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	KATIE BEASLEY	REC CENTER	02/05/2015	40.19
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	DAVID SZABADOS	FACILITIES	02/04/2015	135.42
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	DAVID SZABADOS	FACILITIES	02/04/2015	19.95
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	BRIDGET BACON	LIBRARY	02/03/2015	86.86
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	02/02/2015	7.55
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	DAVID DEAN	PARKS	01/29/2015	10.78
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	01/29/2015	57.88
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	01/29/2015	-2.00
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	01/28/2015	89.94
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	01/28/2015	87.51
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	LARISSA COX	REC CENTER	01/28/2015	139.00
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	CLIFFORD SWETT	IT	01/28/2015	102.09
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	01/28/2015	43.74
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	CLIFFORD SWETT	IT	01/27/2015	85.43
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	01/27/2015	7.97
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	01/27/2015	99.45
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	01/27/2015	68.48
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	01/27/2015	29.38
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	01/27/2015	56.20
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	01/26/2015	23.92
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	MONICA GARLAND	BUILDING SAFETY	01/26/2015	8.44
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	01/26/2015	107.01
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	01/25/2015	148.43
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	01/24/2015	11.99
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	01/24/2015	6.60
AMAZON MKTPLACE PMTS	AMZN.COM/BILL	PATRICIA MORGAN	REC CENTER	01/23/2015	23.92
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	02/09/2015	16.99
AMERICAN ASSOCIATION F	615-3203203	BRIDGET BACON	LIBRARY	02/04/2015	40.00
AMERICAN LIBRARY ASSOC	03122804237	REBECCA CAMPBELL	LIBRARY	02/09/2015	172.00
AMERICAN PLANNING ASSO	312-431-9100	SEAN MCCARTNEY	PLANNING	02/11/2015	369.00
AMERICAN PLANNING ASSO	312-431-9100	MONICA GARLAND	BUILDING SAFETY	02/09/2015	311.00
AMERICAN PLANNING ASSO	312-431-9100	MONICA GARLAND	BUILDING SAFETY	02/09/2015	276.00
AMERICAN WATERWORKS	08009267337	ROBIN BROOKHART	HUMAN RESOURCES	02/05/2015	249.00
AMERICAN WATERWORKS	08009267337	KERRY HOLLE	PUBLIC WORKS	01/20/2015	695.00
AMSAN CORP	08565333261	PATRICIA MORGAN	REC CENTER	02/12/2015	224.67
AMSAN CORP	08565333261	ROBERT ERICHSEN	PARKS	02/02/2015	199.68
AMSAN CORP	08565333261	ROBERT ERICHSEN	PARKS	01/22/2015	262.83
AMSAN CORP	08565333261	PATRICIA MORGAN	REC CENTER	01/22/2015	292.21
AMSAN CORP	08565333261	ROBERT ERICHSEN	PARKS	01/21/2015	22.51
APCO INTERNATIONAL INC	386-944-2422	DAVID D HAYES	POLICE	02/13/2015	92.00

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
ARAMARK UNIFORM	800-504-0328	JULIE SEYDEL	REC CENTER	02/12/2015	145.20
ARC*SERVICES/TRAINING	800-733-2767	KAYLA FEENEY	REC CENTER	02/12/2015	54.00
ARC*SERVICES/TRAINING	800-733-2767	KAYLA FEENEY	REC CENTER	02/12/2015	95.00
ARC*SERVICES/TRAINING	800-733-2767	AMANDA PERERA	REC CENTER	01/28/2015	40.00
ARMY NVY SRPLS STR#2	DENVER	DAVE NICHOLS	OPERATIONS	02/05/2015	45.98
ARMY NVY SRPLS STR#2	DENVER	STEVE HITE	OPERATIONS	02/04/2015	53.99
ARMY NVY SRPLS STR#2	DENVER	CHRIS LICHTY	PARKS	01/29/2015	121.49
ASTRAL COMMUNICATIONS	BOULDER	JENNI DUNCAN	POLICE	02/18/2015	127.92
AT&T DATA	08003310500	CRAIG DUFFIN	PUBLIC WORKS	02/08/2015	30.00
AT&T*BILL PAYMENT	08003310500	DIANE M KREAGER	FINANCE	02/06/2015	37.20
ATOMIC CAR WASH	LOUISVILLE	KERRY KRAMER	PARKS	02/12/2015	7.00
ATOMIC CAR WASH	LOUISVILLE	TYLER DURLAND	PARKS	02/12/2015	7.00
ATOMIC CAR WASH	LOUISVILLE	DAVID ALDERS	PARKS	02/11/2015	7.00
ATOMIC CAR WASH	LOUISVILLE	JEFF LEBECK	OPERATIONS	02/09/2015	9.00
ATOMIC CAR WASH	LOUISVILLE	ERIK SWIATEK	PARKS	01/26/2015	10.00
ATOMIC CAR WASH	LOUISVILLE	DAVID ALDERS	PARKS	01/26/2015	7.00
ATOMIC CAR WASH	LOUISVILLE	BRIAN SINNER	PARKS	01/26/2015	14.00
AUDUBON INTERNATIONAL	SELKIRK	DAVID DEAN	PARKS	01/28/2015	250.00
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	02/18/2015	-0.12
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	02/16/2015	67.92
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	02/16/2015	14.96
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	02/16/2015	34.98
AMAZON.COM	AMZN.COM/BILL	KRISTEN PORTER	REC CENTER	02/11/2015	17.22
AMAZON.COM	AMZN.COM/BILL	DAVID SZABADOS	FACILITIES	02/04/2015	91.78
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	01/30/2015	6.40
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	01/29/2015	25.94
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	01/28/2015	15.95
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	01/28/2015	115.53
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	01/27/2015	39.92
AMAZON.COM	AMZN.COM/BILL	LARISSA COX	REC CENTER	01/26/2015	35.48
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	01/25/2015	38.90
AMAZON.COM	AMZN.COM/BILL	JILL SIEWERT	LIBRARY	01/24/2015	85.88
AMAZON.COM	AMZN.COM/BILL	LANA FAUVER	REC CENTER	01/22/2015	76.57
BARNES&NOBLE*COM	800-843-2665	RICHARD S LAMBORNE	LIBRARY	01/28/2015	2.00
BARNES&NOBLE*COM	800-843-2665	RICHARD S LAMBORNE	LIBRARY	01/28/2015	2.99
BARNES&NOBLE*COM	800-843-2665	RICHARD S LAMBORNE	LIBRARY	01/28/2015	2.99
BARNES&NOBLE*COM	800-843-2665	RICHARD S LAMBORNE	LIBRARY	01/28/2015	2.00
BBTOOLS LLCMATCO DIS	BROOMFIELD	MASON THOMPSON	OPERATIONS	01/23/2015	18.03
BCI*BIRCHCOMMUNICATION	888-275-0777	DIANE M KREAGER	FINANCE	02/11/2015	931.50
BEST BUY MHT 00001867	BROOMFIELD	MATTHEW BUSH	IT	01/27/2015	45.99
BEST BUY MHT 00001867	BROOMFIELD	MATT LOOMIS	PARKS	01/22/2015	124.96
BIOTECH SOLUTIONS INC	303-7919717	JUSTIN ELKINS	WASTEWATER	02/06/2015	250.00

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
BOULDER AREA HUM RES A	303-443-3463	PAULA KNAPEK	HUMAN RESOURCES	02/14/2015	100.00
BOULDER AREA HUM RES A	303-443-3463	PAULA KNAPEK	HUMAN RESOURCES	02/14/2015	25.00
BOULDER COUNTY PUBLIC	BOULDER	AMANDA PERERA	REC CENTER	02/17/2015	170.00
BUILDASIGN.COM	800-330-9622	DAVID SZABADOS	FACILITIES	02/13/2015	43.75
CANTEEN 74052176	DENVER	POLLY A BOYD	PARKS	02/12/2015	53.73
CDW GOVERNMENT	800-750-4239	MATTHEW BUSH	IT	02/03/2015	179.52
CDW GOVERNMENT	800-750-4239	CHRISTOPHER NEVES	IT	01/22/2015	35.90
CENTENNIAL PRINTING	LOUISVILLE	KATIE MEYER	REC CENTER	02/09/2015	110.55
CENTENNIAL PRINTING	LOUISVILLE	POLLY A BOYD	PARKS	02/09/2015	134.00
CENTENNIAL PRINTING	LOUISVILLE	POLLY A BOYD	PARKS	02/04/2015	120.00
CENTENNIAL PRINTING	LOUISVILLE	JENNI DUNCAN	POLICE	02/04/2015	332.50
CENTENNIAL PRINTING	LOUISVILLE	JEFF LEBECK	OPERATIONS	01/28/2015	30.35
CENTENNIAL PRINTING	LOUISVILLE	POLLY A BOYD	PARKS	01/26/2015	141.00
CENTER COPY BOULDER IN	BOULDER	JENNI DUNCAN	POLICE	01/30/2015	205.00
CENTURYLINK	800-244-1111	DIANE M KREAGER	FINANCE	02/17/2015	63.20
CENTURYLINK	800-244-1111	DIANE M KREAGER	FINANCE	02/17/2015	3,617.00
CITY OF LOUISVILLE-REC	LOUISVILLE	MATTHEW BUSH	IT	01/23/2015	-2.00
COAL CREEK GLASS	LOUISVILLE	KATHY MARTIN	REC CENTER	02/06/2015	758.60
COGENT	816-221-0650	DENNIS COYNE	PARKS	01/23/2015	153.00
COLORADO CHAPTER OF TH	970-370-0582	MONICA GARLAND	BUILDING SAFETY	02/05/2015	150.00
COLORADO MUNICIPAL LEA	303-8316411	DAWN BURGESS	CITY MANAGER	01/26/2015	110.00
COLORADO PARKS AND REC	303-2310943	KATHLEEN D LORENZO	PARKS	02/10/2015	670.00
COLORADO PARKS AND REC	303-2310943	DEAN JOHNSON	PARKS	01/30/2015	480.00
COLORADO PARKS AND REC	303-2310943	DEAN JOHNSON	PARKS	01/30/2015	95.00
COLORADO PARKS AND REC	303-2310943	ALLAN GILL	PARKS	01/29/2015	585.00
COMCAST DENVER CS 1X	800-266-2278	JILL SIEWERT	LIBRARY	02/13/2015	110.78
COMCAST DENVER CS 1X	800-266-2278	JILL SIEWERT	LIBRARY	02/13/2015	171.15
COMCAST DENVER CS 1X	800-266-2278	JILL SIEWERT	LIBRARY	02/13/2015	108.93
COMCAST DENVER CS 1X	800-266-2278	DIANE M KREAGER	FINANCE	02/05/2015	5.98
COMCAST DENVER CS 1X	800-266-2278	DIANE M KREAGER	FINANCE	02/05/2015	5.98
CPS DISTRIBUTORS INC B	BOULDER	TYLER DURLAND	PARKS	02/18/2015	45.35
CPS DISTRIBUTORS INC B	BOULDER	MATT LOOMIS	PARKS	02/10/2015	63.46
CPS DISTRIBUTORS INC B	BOULDER	GLEN SIEDENBURG	WATER	01/30/2015	84.17
CPS DISTRIBUTORS INC B	BOULDER	VICKIE ILKO	OPERATIONS	01/22/2015	971.41
CRAIGSLIST.ORG	04153995200	ROBIN BROOKHART	HUMAN RESOURCES	02/05/2015	25.00
CRAIGSLIST.ORG	04153995200	ROBIN BROOKHART	HUMAN RESOURCES	01/22/2015	25.00
CTO*GOTOMYPC.COM	888-259-3826	DAVID ALDERS	PARKS	02/06/2015	-114.72
CTO*GOTOMYPC.COM	888-259-3826	DAVID ALDERS	PARKS	02/06/2015	-83.28
CTO*GOTOMYPC.COM	888-259-3826	DAVID ALDERS	PARKS	02/03/2015	114.72
CTO*GOTOMYPC.COM	888-259-3826	DAVID ALDERS	PARKS	02/03/2015	83.28
CU BLDR PKNG SVCS MTR	BOULDER	PAULA KNAPEK	HUMAN RESOURCES	02/06/2015	7.00
CUSTOM UPHOLSTERY AND	BOULDER	MIKE THOMPSON	FACILITIES	02/17/2015	300.00

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
CUTEPDF ACROSOFTWAR	7573838362	CHRISTOPHER NEVES	IT	02/09/2015	49.95
DAILY CAMERA SUBSCRIPT	303-4443444	DAWN BURGESS	CITY MANAGER	02/11/2015	11.14
DBC IRRIGATION SUPPLY	BROOMFIELD	MATT LOOMIS	PARKS	02/09/2015	30.69
DBC IRRIGATION SUPPLY	BROOMFIELD	MATT LOOMIS	PARKS	02/06/2015	489.30
DEMCO INC	800-9624463	JILL SIEWERT	LIBRARY	01/22/2015	545.96
DENVER ART MUSEUM ADMI	DENVER	KATIE BEASLEY	REC CENTER	02/10/2015	400.00
DENVER BOTANIC GARDENS	DENVER	DIANE M KREAGER	FINANCE	02/17/2015	150.00
DENVER HISTORY TOURS L	DENVER	KATIE BEASLEY	REC CENTER	02/11/2015	200.00
DEPT OF PUBLIC SFTY ED	03032395744	CAROL HANSON	CITY CLERK	02/04/2015	154.00
DICK'S CLOTHING&SPORTI	BROOMFIELD	CATHERINE JEPSON	PARKS	02/13/2015	14.99
DT *DULUTH TRADING CO	877-382-2345	VICKIE ILKO	OPERATIONS	02/03/2015	105.95
EARL'S SAW SHOP	BOULDER	CHRIS LICHTY	PARKS	02/13/2015	159.97
EARL'S SAW SHOP	BOULDER	MASON THOMPSON	OPERATIONS	01/29/2015	16.97
EARL'S SAW SHOP	BOULDER	MASON THOMPSON	OPERATIONS	01/29/2015	152.27
FASTENAL COMPANY01	LOUISVILLE	GLEN SIEDENBURG	WATER	02/16/2015	59.66
FASTENAL COMPANY01	LOUISVILLE	GLEN SIEDENBURG	WATER	02/12/2015	82.11
FASTENAL COMPANY01	LOUISVILLE	GLEN SIEDENBURG	WATER	02/11/2015	179.81
FASTENAL COMPANY01	LOUISVILLE	HUGO ROMERO	OPERATIONS	02/04/2015	7.94
FASTENAL COMPANY01	LOUISVILLE	DAVE NICHOLS	OPERATIONS	02/03/2015	41.22
FASTENAL COMPANY01	LOUISVILLE	DAVE NICHOLS	OPERATIONS	02/03/2015	58.52
FASTENAL COMPANY01	LOUISVILLE	DAVE NICHOLS	OPERATIONS	01/29/2015	24.26
FASTENAL COMPANY01	LOUISVILLE	MASON THOMPSON	OPERATIONS	01/28/2015	192.45
FASTENAL COMPANY01	LOUISVILLE	HUGO ROMERO	OPERATIONS	01/23/2015	12.10
FASTENAL COMPANY01	LOUISVILLE	KERRY KRAMER	PARKS	01/23/2015	5.11
FIRST CHOICE-BOYER'S C	303-9649400	DAWN BURGESS	CITY MANAGER	02/09/2015	28.00
FIRST CHOICE-BOYER'S C	303-9649400	DAWN BURGESS	CITY MANAGER	02/09/2015	538.10
FRONTIER	BELLEVUE	MONICA GARLAND	BUILDING SAFETY	02/09/2015	184.20
FRONTIER	BELLEVUE	MONICA GARLAND	BUILDING SAFETY	02/09/2015	224.20
GAYLORD BROS INC	800-7821397	BRIDGET BACON	LIBRARY	01/28/2015	30.78
GAYLORD BROS INC	800-7821397	BRIDGET BACON	LIBRARY	01/23/2015	26.64
GAYLORD BROS INC	800-7821397	BRIDGET BACON	LIBRARY	01/22/2015	168.33
GCSAA EIFG 8004727878	08004727878	DAVID DEAN	PARKS	01/27/2015	365.00
GENERAL AIR SERVICE ZU	303-8927003	DENNIS COYNE	PARKS	01/23/2015	8.48
GEORGE T SANDERS 09	LOUISVILLE	VICKIE ILKO	OPERATIONS	01/23/2015	233.56
GIVE MORE MEDIA	RICHMOND	ROBIN BROOKHART	HUMAN RESOURCES	01/22/2015	727.57
GOPHER SPORT	08776997927	KAYLA FEENEY	REC CENTER	01/23/2015	204.46
GOVERNMENT FINANCE	312-977-9700	DIANE M KREAGER	FINANCE	02/04/2015	330.00
GOVERNMENT FINANCE	312-977-9700	DIANE M KREAGER	FINANCE	02/02/2015	183.71
GOVERNMENT FINANCE	312-977-9700	DIANE M KREAGER	FINANCE	01/28/2015	380.00
HACH COMPANY	LOVELAND	PATRICK FARRELL	WATER	02/09/2015	21.87
HACH COMPANY	LOVELAND	PATRICK FARRELL	WATER	02/09/2015	313.52
HACH COMPANY	LOVELAND	TANNER THORSON	WASTEWATER	01/28/2015	203.56

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
HACH COMPANY	LOVELAND	TANNER THORSON	WASTEWATER	01/20/2015	64.47
HD SUPPLY WATERWORKS 5	HENDERSON	BRIAN GARDUNO	OPERATIONS	02/12/2015	236.40
HME #8219	BILLERICA	HUGO ROMERO	OPERATIONS	02/04/2015	86.50
HOBBY LOBBY #21	LOUISVILLE	JENNI DUNCAN	POLICE	02/17/2015	11.97
HOBBY LOBBY #21	LOUISVILLE	AMANDA PERERA	REC CENTER	02/07/2015	40.63
HOBBY LOBBY #21	LOUISVILLE	KATHY MARTIN	REC CENTER	02/07/2015	3.24
HOBBY LOBBY #21	LOUISVILLE	POLLY A BOYD	PARKS	02/02/2015	56.00
HOBBY LOBBY #21	LOUISVILLE	JENNI DUNCAN	POLICE	02/02/2015	5.97
HONNEN EQUIPMENT CO PA	COMMERCE CITY	DAVE NICHOLS	OPERATIONS	01/23/2015	-349.31
HONNEN EQUIPMENT CO PA	COMMERCE CITY	DAVE NICHOLS	OPERATIONS	01/23/2015	349.31
HONNEN EQUIPMENT CO PA	COMMERCE CITY	DAVE NICHOLS	OPERATIONS	01/23/2015	456.69
IACP	800-843-4227	DAVID D HAYES	POLICE	02/13/2015	150.00
IN *TRAXION ENGINEERED	479-4743460	RON CHOATE	OPERATIONS	01/26/2015	16.17
INCSTORES	CHANDLER	DAVID SZABADOS	FACILITIES	02/07/2015	234.18
INSTANT IMPRINTS	LOUISVILLE	KATIE BEASLEY	REC CENTER	02/09/2015	340.50
INSTANT IMPRINTS	LOUISVILLE	JESSE DEGRAW	REC CENTER	01/29/2015	365.58
INSTANT IMPRINTS	LOUISVILLE	JESSE DEGRAW	REC CENTER	01/23/2015	22.46
INSTANT IMPRINTS	LOUISVILLE	JESSE DEGRAW	REC CENTER	01/21/2015	11.23
JAMBA JUICE #101	BOULDER	LESLIE RINGER	HUMAN RESOURCES	02/16/2015	297.00
JAX RANCH & HOME	LAFAYETTE	ANTHONY M BRUNNING	WASTEWATER	02/11/2015	6.98
JAX RANCH & HOME	LAFAYETTE	HARLAN VITOFF	PARKS	02/10/2015	9.99
JAX RANCH & HOME	LAFAYETTE	ANTHONY M BRUNNING	WASTEWATER	02/10/2015	92.97
JAX RANCH & HOME	LAFAYETTE	TANNER THORSON	WASTEWATER	01/22/2015	48.93
JOHNSTONE SUPPLY OF DE	DENVER	PHIL LIND	FACILITIES	02/11/2015	582.19
KAISER LOCK & KEY	LOUISVILLE	VICKIE ILKO	OPERATIONS	02/11/2015	288.00
KAISER LOCK & KEY	LOUISVILLE	JENNI DUNCAN	POLICE	02/03/2015	50.00
KAISER LOCK & KEY	LOUISVILLE	GLEN SIEDENBURG	WATER	01/23/2015	139.32
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	02/18/2015	30.85
KING SOOPERS #0013	LOUISVILLE	JENNI DUNCAN	POLICE	02/17/2015	44.90
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	02/11/2015	74.76
KING SOOPERS #0013	LOUISVILLE	DAWN BURGESS	CITY MANAGER	02/10/2015	51.31
KING SOOPERS #0013	LOUISVILLE	DAWN BURGESS	CITY MANAGER	02/10/2015	3.89
KING SOOPERS #0013	LOUISVILLE	SUZANNE JANSSEN	CITY MANAGER	02/10/2015	23.56
KING SOOPERS #0013	LOUISVILLE	AMANDA PERERA	REC CENTER	02/07/2015	125.87
KING SOOPERS #0013	LOUISVILLE	AMANDA PERERA	REC CENTER	02/07/2015	1.88
KING SOOPERS #0013	LOUISVILLE	PEGGY JONES	REC CENTER	02/04/2015	387.60
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	02/02/2015	220.42
KING SOOPERS #0013	LOUISVILLE	JENNI DUNCAN	POLICE	02/02/2015	19.73
KING SOOPERS #0013	LOUISVILLE	PEGGY JONES	REC CENTER	01/30/2015	75.48
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	01/29/2015	15.96
KING SOOPERS #0013	LOUISVILLE	PEGGY JONES	REC CENTER	01/29/2015	45.93
KING SOOPERS #0013	LOUISVILLE	TANNER THORSON	WASTEWATER	01/26/2015	140.49

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
KING SOOPERS #0013	LOUISVILLE	TANNER THORSON	WASTEWATER	01/26/2015	-148.38
KING SOOPERS #0013	LOUISVILLE	TANNER THORSON	WASTEWATER	01/26/2015	148.38
KING SOOPERS #0013	LOUISVILLE	JENNI DUNCAN	POLICE	01/23/2015	22.55
KING SOOPERS #0013	LOUISVILLE	SUZANNE JANSSEN	CITY MANAGER	01/23/2015	27.41
KING SOOPERS #0013	LOUISVILLE	PATRICIA MORGAN	REC CENTER	01/22/2015	200.03
KING SOOPERS #0013	LOUISVILLE	DAWN BURGESS	CITY MANAGER	01/22/2015	16.01
L.L. JOHNSON DIST	DENVER	RON CHOATE	OPERATIONS	01/23/2015	182.50
LAW ENFORCEMENT TARGET	LINDA@LETARGE	DAVE HINZ	POLICE	02/05/2015	390.14
LE PEEP MCCASLIN BLVD	LOUISVILLE	HUGO ROMERO	OPERATIONS	02/17/2015	14.18
LE PEEP MCCASLIN BLVD	LOUISVILLE	MICHAEL CLEVELAND	OPERATIONS	02/16/2015	39.74
LE PEEP MCCASLIN BLVD	LOUISVILLE	HUGO ROMERO	OPERATIONS	02/01/2015	23.47
LEWAN & ASSOCIATES INC	303-759-5440	JENNI DUNCAN	POLICE	02/17/2015	423.42
LEWAN & ASSOCIATES INC	303-759-5440	DIANE M KREAGER	FINANCE	02/09/2015	2,589.79
LEXISNEXIS RISK MGT	08883328244	CHRISTI GORDANIER	POLICE	02/03/2015	43.75
LOUISVILLE CAR WASH	LOUISVILLE	DAVE NICHOLS	OPERATIONS	01/26/2015	5.00
LOUISVILLE CAR WASH	LOUISVILLE	LAURA LOBATO	POLICE	01/24/2015	7.00
LOUISVILLE CYCLERY - C	LOUISVILLE	PEGGY JONES	REC CENTER	01/22/2015	-585.70
LOUISVILLE CYCLERY - C	LOUISVILLE	PEGGY JONES	REC CENTER	01/22/2015	585.70
LOUISVILLE CYCLERY - C	LOUISVILLE	PEGGY JONES	REC CENTER	01/22/2015	539.88
LOWES #00220*	LOUISVILLE	CHRIS LICHTY	PARKS	02/17/2015	2.17
LOWES #00220*	LOUISVILLE	ROBERT CARRA	WATER	02/17/2015	30.73
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	02/16/2015	153.32
LOWES #00220*	LOUISVILLE	CHRISTI GORDANIER	POLICE	02/16/2015	49.90
LOWES #00220*	LOUISVILLE	DAVE HINZ	POLICE	02/13/2015	32.60
LOWES #00220*	LOUISVILLE	HARLAN VITOFF	PARKS	02/12/2015	16.44
LOWES #00220*	LOUISVILLE	SEAN MCCARTNEY	PLANNING	02/11/2015	71.68
LOWES #00220*	LOUISVILLE	MIKE THOMPSON	FACILITIES	02/11/2015	25.65
LOWES #00220*	LOUISVILLE	DAVID ALDERS	PARKS	02/11/2015	46.96
LOWES #00220*	LOUISVILLE	ERIK SWIATEK	PARKS	02/10/2015	99.00
LOWES #00220*	LOUISVILLE	ERIK SWIATEK	PARKS	02/10/2015	42.00
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	02/09/2015	936.58
LOWES #00220*	LOUISVILLE	HARLAN VITOFF	PARKS	02/09/2015	30.93
LOWES #00220*	LOUISVILLE	ERIK SWIATEK	PARKS	02/09/2015	142.90
LOWES #00220*	LOUISVILLE	BILL MARTIN	POLICE	02/08/2015	29.96
LOWES #00220*	LOUISVILLE	DAVID SZABADOS	FACILITIES	02/06/2015	119.88
LOWES #00220*	LOUISVILLE	TYLER DURLAND	PARKS	02/05/2015	39.21
LOWES #00220*	LOUISVILLE	BRIAN SINNER	PARKS	02/03/2015	25.94
LOWES #00220*	LOUISVILLE	ROBERT ERICHSEN	PARKS	02/02/2015	4.97
LOWES #00220*	LOUISVILLE	GLEN SIEDENBURG	WATER	01/31/2015	234.22
LOWES #00220*	LOUISVILLE	AMANDA PERERA	REC CENTER	01/30/2015	37.18
LOWES #00220*	LOUISVILLE	DENNIS COYNE	PARKS	01/29/2015	13.60
LOWES #00220*	LOUISVILLE	HARLAN VITOFF	PARKS	01/28/2015	32.64

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
LOWES #00220*	LOUISVILLE	BRIAN SINNER	PARKS	01/28/2015	89.98
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	01/27/2015	21.61
LOWES #00220*	LOUISVILLE	HUGO ROMERO	OPERATIONS	01/27/2015	29.98
LOWES #00220*	LOUISVILLE	ERIK SWIATEK	PARKS	01/26/2015	150.66
LOWES #00220*	LOUISVILLE	BRIAN SINNER	PARKS	01/26/2015	17.93
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	01/26/2015	40.92
LOWES #00220*	LOUISVILLE	ROBERT ERICHSEN	PARKS	01/24/2015	14.64
LOWES #00220*	LOUISVILLE	PHIL LIND	FACILITIES	01/23/2015	2.17
LOWES #00220*	LOUISVILLE	CLIFFORD SWETT	IT	01/23/2015	9.34
LOWES #00220*	LOUISVILLE	GLEN SIEDENBURG	WATER	01/23/2015	36.98
LOWES #00220*	LOUISVILLE	BRADLEY AUSTIN	PARKS	01/23/2015	20.30
LOWES #00220*	LOUISVILLE	BOB BERNHARDT	PARKS	01/22/2015	25.84
LOWES #00220*	LOUISVILLE	VICKIE ILKO	OPERATIONS	01/22/2015	50.94
LULU`S BBQ LLC	LOUISVILLE	KURT KOWAR	PUBLIC WORKS	01/27/2015	53.32
LAMARS DONUTS #45	LOUISVILLE	JENNI DUNCAN	POLICE	01/23/2015	19.98
MARCOS PIZZA - 6005	LOUISVILLE	LESLIE RINGER	HUMAN RESOURCES	02/17/2015	594.15
MARCOS PIZZA - 6005	LOUISVILLE	DAWN BURGESS	CITY MANAGER	02/11/2015	161.41
MCCANDLESS TRUCK CENTE	AURORA	RON CHOATE	OPERATIONS	02/10/2015	169.92
MCCANDLESS TRUCK CENTE	AURORA	RON CHOATE	OPERATIONS	02/02/2015	32.24
MCGUCKIN HARDWARE	BOULDER	PHIL LIND	FACILITIES	02/04/2015	15.29
MESSAGE MEDIA	MELBOURNE	DAWN BURGESS	CITY MANAGER	02/04/2015	900.00
MICROSOFT - 8058 BROOM	BROOMFIELD	MATTHEW BUSH	IT	01/27/2015	43.25
MICTA	8889642227	CHRISTOPHER NEVES	IT	02/10/2015	100.00
MID-AIR ADVENTURES	720-322-4038	AMANDA PERERA	REC CENTER	01/30/2015	50.00
MMM SPEC AGG QUARRY	DENVER	HARLAN VITOFF	PARKS	01/27/2015	251.88
MORRELL GRAPHIC COMMUN	LAFAYETTE	HARLAN VITOFF	PARKS	01/26/2015	105.00
NAPA AUTO PART 0026903	LOUISVILLE	DIANE M KREAGER	FINANCE	02/17/2015	1,512.81
NAPA AUTO PART 0026903	LOUISVILLE	HARLAN VITOFF	PARKS	02/10/2015	16.97
NAPA AUTO PART 0026903	LOUISVILLE	GLEN SIEDENBURG	WATER	02/04/2015	8.86
NAPA AUTO PART 0026903	LOUISVILLE	TANNER THORSON	WASTEWATER	01/26/2015	42.07
NSC*NORTHERN SAFETY CO	800-631-1246	ROBERT ERICHSEN	PARKS	01/30/2015	221.36
NYT*TIMES E-BILLING	800-698-4637	JILL SIEWERT	LIBRARY	02/02/2015	925.60
O MEARA FORD	NORTHGLENN	MASON THOMPSON	OPERATIONS	02/12/2015	75.04
O MEARA FORD	NORTHGLENN	RON CHOATE	OPERATIONS	02/04/2015	41.07
O.C.P.O. /C.E.C.T.I.	303-3948994	JUSTIN ELKINS	WASTEWATER	02/10/2015	60.00
O.C.P.O. /C.E.C.T.I.	303-3948994	JUSTIN ELKINS	WASTEWATER	02/10/2015	60.00
O.C.P.O. /C.E.C.T.I.	303-3948994	VICKIE ILKO	OPERATIONS	02/03/2015	60.00
OFFICE MAX	SUPERIOR	JENNI DUNCAN	POLICE	02/17/2015	62.47
OFFICE MAX	SUPERIOR	LANA FAUVER	REC CENTER	01/31/2015	96.98
OFFICE MAX	SUPERIOR	ERIK SWIATEK	PARKS	01/28/2015	25.99
OFFICE MAX	SUPERIOR	JENNI DUNCAN	POLICE	01/27/2015	29.99
OFFICE MAX	SUPERIOR	MIKE THOMPSON	FACILITIES	01/23/2015	28.99

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
OFFICEMAX CT*IN#190639	877-969-6629	MONICA GARLAND	BUILDING SAFETY	01/23/2015	72.03
ORIENTAL TRADING CO	800-228-0475	PEGGY JONES	REC CENTER	02/17/2015	291.28
OWPSACSTATE	9162786142	ANTHONY M BRUNNING	WASTEWATER	02/12/2015	109.00
PARKER STORE LOUISVILL	303-762-6512	VICKIE ILKO	OPERATIONS	01/23/2015	186.59
PARTSTREE.COM	08777987278	GLEN SIEDENBURG	WATER	01/31/2015	46.27
PASTPERFECT SOFTWARE	08005626080	BRIDGET BACON	LIBRARY	01/28/2015	432.00
PAYFLOW/PAYPAL	08888839770	DIANE M KREAGER	FINANCE	02/02/2015	19.95
PAYFLOW/PAYPAL	08888839770	DIANE M KREAGER	FINANCE	02/02/2015	139.55
PAYPAL *COLORADOASS	4029357733	LAURA LOBATO	POLICE	01/30/2015	40.00
PAYPAL *COLORADOASS	4029357733	BILL MARTIN	POLICE	01/28/2015	40.00
PAYPAL *COLORADOPUB	4029357733	KATHLEEN HIX	HUMAN RESOURCES	01/27/2015	150.00
PAYPAL *IAPE	4029357733	DAVE HINZ	POLICE	01/22/2015	375.00
PBD ALA-GRAPH EDITIONS	866-746-7252	REBECCA CAMPBELL	LIBRARY	02/12/2015	55.00
PERFORMANCE DISTRIBUTO	WHEATRIDGE	PAUL BORTH	REC CENTER	02/06/2015	-8.38
PETSMART INC 1015	SUPERIOR	RUSSELL ELLIOTT	WATER	02/16/2015	24.38
PIONEER SAND COMPANY	BROOMFIELD	KERRY KRAMER	PARKS	02/11/2015	206.55
PIONEER SAND COMPANY	BROOMFIELD	TYLER DURLAND	PARKS	02/10/2015	149.70
PREMIER CHARTERS	03032892222	KATIE BEASLEY	REC CENTER	02/11/2015	520.00
PREMIER CHARTERS	03032892222	KATIE BEASLEY	REC CENTER	02/02/2015	607.00
PREMIER CHARTERS	03032892222	KATIE BEASLEY	REC CENTER	01/26/2015	856.00
PUBLIC WORKS-PRKG METR	DENVER	HEATHER BALSER	CITY MANAGER	02/12/2015	5.00
PUBLICGRANT	8478753620	DAVE HINZ	POLICE	02/12/2015	207.78
QDOBA MEXICAN GRILLQPS	LOUISVILLE	JENNI DUNCAN	POLICE	02/02/2015	225.00
RADIOSHACK COR00140194	LAFAYETTE	BRIAN GARDUNO	OPERATIONS	01/23/2015	6.72
REC CENTER	LOUISVILLE	MATTHEW BUSH	IT	01/23/2015	2.00
RHODE ISLAND NOVELTY	800-528-5599	JESSE DEGRAW	REC CENTER	01/30/2015	216.80
RIO GRANDE	03038252211	HARLAN VITOFF	PARKS	02/10/2015	174.10
RMGCSA 00 OF 00	303-4334446	DAVID DEAN	PARKS	01/27/2015	165.00
RMWEA	3033942022	GLEN SIEDENBURG	WATER	02/11/2015	400.00
ROCKY MOUNTAIN BLUEPRI	BOULDER	SEAN MCCARTNEY	PLANNING	02/13/2015	421.20
ROCKYMOUNTAINASPHALT	DENVER	JEFF LEBECK	OPERATIONS	02/10/2015	370.00
ROCKYMOUNTAINASPHALT	DENVER	CRAIG DUFFIN	PUBLIC WORKS	02/06/2015	370.00
SAFETY PLAY	7275220061	KATHLEEN D LORENZO	PARKS	02/13/2015	274.00
SANTIAGOS MEXICAN REST	LAFAYETTE	KERRY HOLLE	PUBLIC WORKS	01/27/2015	56.00
SHRED-IT DENVER	03032939170	DIANE M KREAGER	FINANCE	02/17/2015	30.00
SHRED-IT DENVER	03032939170	DIANE M KREAGER	FINANCE	02/17/2015	30.00
SHRED-IT DENVER	03032939170	AMANDA PERERA	REC CENTER	02/03/2015	94.46
SHUTTSCO INC	SPRINGHILL	CHRISTI GORDANIER	POLICE	02/17/2015	289.85
SIGNSDIRECT	3098201070	CATHERINE JEPSON	PARKS	02/05/2015	123.18
SILL TERHAR MOTORS	BROOMFIELD	RON CHOATE	OPERATIONS	02/11/2015	377.00
SILL TERHAR MOTORS	BROOMFIELD	MASON THOMPSON	OPERATIONS	01/28/2015	387.38
SOURCE OFFICE PRODUCTS	303-9648100	POLLY A BOYD	PARKS	02/13/2015	120.02

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
SOURCE OFFICE PRODUCTS	303-9648100	DAWN BURGESS	CITY MANAGER	02/05/2015	19.55
SOURCE OFFICE PRODUCTS	303-9648100	ANGELA NORENE	OPERATIONS	01/30/2015	125.13
SOURCE OFFICE PRODUCTS	303-9648100	ANGELA NORENE	OPERATIONS	01/28/2015	18.37
SOURCE OFFICE PRODUCTS	303-9648100	LESLIE RINGER	HUMAN RESOURCES	01/27/2015	287.71
SOURCE OFFICE PRODUCTS	303-9648100	DAWN BURGESS	CITY MANAGER	01/23/2015	126.08
SOURCE OFFICE PRODUCTS	303-9648100	ANGELA NORENE	OPERATIONS	01/23/2015	47.23
SPECTRAPURE	480-894-5437	ROBERT CARRA	WATER	01/29/2015	417.47
SPEEDY SIGN WORKS INC	LAFAYETTE	CATHERINE JEPSON	PARKS	02/18/2015	120.00
SPEEDY SIGN WORKS INC	LAFAYETTE	ALLAN GILL	PARKS	02/12/2015	80.00
SPEEDY SIGN WORKS INC	LAFAYETTE	JEFF LEBECK	OPERATIONS	02/10/2015	124.00
SPEEDY SIGN WORKS INC	LAFAYETTE	ALLAN GILL	PARKS	02/06/2015	750.00
SPICE CHINA	LOUISVILLE	AARON DEJONG	CITY MANAGER	01/30/2015	25.00
STAPLS7130974233000001	877-8267755	DIANE M KREAGER	FINANCE	01/29/2015	61.09
STAPLS7131135585000001	877-8267755	JENNI DUNCAN	POLICE	01/31/2015	385.60
STAPLS7131135585000002	877-8267755	JENNI DUNCAN	POLICE	01/31/2015	179.35
STAPLS7131281565000001	877-8267755	KAREN FREITER	LIBRARY	02/04/2015	107.14
STAPLS7131499162000001	877-8267755	KAREN FREITER	LIBRARY	02/17/2015	10.59
STAPLS7131499162000002	877-8267755	KAREN FREITER	LIBRARY	02/17/2015	9.19
STAPLS7131499162000003	877-8267755	KAREN FREITER	LIBRARY	02/07/2015	20.71
STERICYCLE	08667837422	POLLY A BOYD	PARKS	02/09/2015	264.11
SWEET COW	LOUISVILLE	VICKIE ILKO	OPERATIONS	02/17/2015	6.25
SYMPLICITY	7033737041	KATHLEEN HIX	HUMAN RESOURCES	02/04/2015	55.00
TANDUS FLOORING	08002414902	ALLAN GILL	PARKS	02/11/2015	849.21
TERMINIX INT. 2102	800-837-6464	ANGELA NORENE	OPERATIONS	02/05/2015	873.00
TERMINIX INT. 2102	800-837-6464	ANGELA NORENE	OPERATIONS	02/05/2015	593.64
TFS*FISHERSCI-COG	724-517-2372	PATRICK FARRELL	WATER	01/23/2015	995.82
THE BLUE PARROT	LOUISVILLE	DAVE NICHOLS	OPERATIONS	02/17/2015	47.46
THE BLUE PARROT	LOUISVILLE	DAVE NICHOLS	OPERATIONS	02/16/2015	26.48
THE BLUE PARROT	LOUISVILLE	GARY DAMIANA	OPERATIONS	02/01/2015	53.88
THE GENERAL ENGINEERIN	03016639282	DENNIS COYNE	PARKS	01/23/2015	65.38
THE HOME DEPOT 1506	LOUISVILLE	PHIL LIND	FACILITIES	02/16/2015	11.00
THE HOME DEPOT 1506	LOUISVILLE	PAUL BORTH	REC CENTER	02/14/2015	17.27
THE HOME DEPOT 1506	LOUISVILLE	BOB BERNHARDT	PARKS	02/13/2015	3.58
THE HOME DEPOT 1506	LOUISVILLE	VICKIE ILKO	OPERATIONS	02/13/2015	93.81
THE HOME DEPOT 1506	LOUISVILLE	DAVID DEAN	PARKS	02/10/2015	12.01
THE HOME DEPOT 1506	LOUISVILLE	ANTHONY M BRUNNING	WASTEWATER	02/10/2015	111.32
THE HOME DEPOT 1506	LOUISVILLE	DAVID DEAN	PARKS	02/10/2015	36.42
THE HOME DEPOT 1506	LOUISVILLE	ANTHONY M BRUNNING	WASTEWATER	02/10/2015	192.20
THE HOME DEPOT 1506	LOUISVILLE	VICKIE ILKO	OPERATIONS	02/09/2015	17.97
THE HOME DEPOT 1506	LOUISVILLE	ERIK SWIATEK	PARKS	02/09/2015	38.80
THE HOME DEPOT 1506	LOUISVILLE	BRADLEY AUSTIN	PARKS	02/06/2015	14.87
THE HOME DEPOT 1506	LOUISVILLE	DAVID ALDERS	PARKS	02/06/2015	85.44

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
THE HOME DEPOT 1506	LOUISVILLE	JEFF LEBECK	OPERATIONS	02/05/2015	58.70
THE HOME DEPOT 1506	LOUISVILLE	DAVID ALDERS	PARKS	02/03/2015	65.94
THE HOME DEPOT 1506	LOUISVILLE	TYLER DURLAND	PARKS	02/03/2015	7.88
THE HOME DEPOT 1506	LOUISVILLE	BRADLEY AUSTIN	PARKS	02/03/2015	3.97
THE HOME DEPOT 1506	LOUISVILLE	BRADLEY AUSTIN	PARKS	02/02/2015	22.41
THE HOME DEPOT 1506	LOUISVILLE	BILL MARTIN	POLICE	02/01/2015	69.85
THE HOME DEPOT 1506	LOUISVILLE	VICKIE ILKO	OPERATIONS	01/30/2015	38.22
THE HOME DEPOT 1506	LOUISVILLE	VICKIE ILKO	OPERATIONS	01/27/2015	13.98
THE HOME DEPOT 1506	LOUISVILLE	VICKIE ILKO	OPERATIONS	01/23/2015	11.24
THE HOME DEPOT 1506	LOUISVILLE	TYLER DURLAND	PARKS	01/23/2015	201.31
THE HOME DEPOT 1506	LOUISVILLE	VICKIE ILKO	OPERATIONS	01/23/2015	103.11
THE HOME DEPOT 1506	LOUISVILLE	MATT LOOMIS	PARKS	01/21/2015	42.83
THE UPS STORE 5183	SUPERIOR	TANNER THORSON	WASTEWATER	02/02/2015	131.75
TOSHIBA BUSINESS SOLUT	CHANDLER	AMANDA PERERA	REC CENTER	01/22/2015	293.32
THE HUCKLEBERRY	LOUISVILLE	AARON DEJONG	CITY MANAGER	02/04/2015	40.00
ULINE *SHIP SUPPLIES	800-295-5510	JEFF LEBECK	OPERATIONS	02/03/2015	65.70
UNITED SITE SERVICE	508-594-2564	DAVID DEAN	PARKS	02/10/2015	168.00
USA BLUE BOOK	08004939876	GLEN SIEDENBURG	WATER	01/27/2015	312.86
USA BLUE BOOK	08004939876	ROBERT CARRA	WATER	01/26/2015	525.44
USA BLUE BOOK	08004939876	BRIAN GARDUNO	OPERATIONS	01/21/2015	111.00
USPS 07567002330362917	LOUISVILLE	PATRICK FARRELL	WATER	02/17/2015	8.80
USPS 07567002330362917	LOUISVILLE	POLLY A BOYD	PARKS	01/28/2015	12.65
VICS LOUISVILLE	LOUISVILLE	SUZANNE JANSSEN	CITY MANAGER	01/24/2015	16.40
VWR INTERNATIONAL INC	08009325000	TANNER THORSON	WASTEWATER	02/04/2015	486.76
VZWRLSS*MY VZ VB P	800-922-0204	DIANE M KREAGER	FINANCE	02/18/2015	2,298.92
VZWRLSS*MY VZ VB P	ALPHARETTA	DIANE M KREAGER	FINANCE	02/04/2015	1,252.96
VZWRLSS*PRPAY AUTOPAY	888-294-6804	CRAIG DUFFIN	PUBLIC WORKS	02/05/2015	20.00
WALGREENS #1286	LOUISVILLE	JESSE DEGRAW	REC CENTER	02/06/2015	19.95
WALGREENS #1286	LOUISVILLE	JENNI DUNCAN	POLICE	01/28/2015	53.67
WALGREENS #7006	LOUISVILLE	PHIL LIND	FACILITIES	02/02/2015	4.99
WALGREENS #7006	LOUISVILLE	LOGAN HAYMORE	POLICE	01/28/2015	6.50
WALGREENS #7006	LOUISVILLE	LOGAN HAYMORE	POLICE	01/28/2015	-6.50
WALGREENS #7006	LOUISVILLE	LOGAN HAYMORE	POLICE	01/28/2015	5.99
WHITESIDES BOOTS & CLO	BRIGHTON	VICKIE ILKO	OPERATIONS	02/08/2015	-10.62
WHITESIDES BOOTS & CLO	BRIGHTON	ERIK SWIATEK	PARKS	01/26/2015	139.99
WHITESIDES BOOTS & CLO	BRIGHTON	DAVE NICHOLS	OPERATIONS	01/24/2015	109.99
WW GRAINGER	877-2022594	TANNER THORSON	WASTEWATER	02/18/2015	919.59
WW GRAINGER	877-2022594	GLEN SIEDENBURG	WATER	02/13/2015	224.49
WW GRAINGER	877-2022594	MARK TIRONE	WASTEWATER	02/12/2015	889.84
WW GRAINGER	PITTSBURGH	DAVID SZABADOS	FACILITIES	01/20/2015	-124.56
ZUCCA RISTORANTE	LOUISVILLE	MALCOLM H FLEMING	CITY MANAGER	02/03/2015	50.75
CREDIT BALANCE APPLIED		DEAN JOHNSON	PARKS	01/30/2015	-416.06

SUPPLIER	SUPPLIER LOCATION	CARDHOLDER	DEPARTMENT	TRANS DATE	AMOUNT
TOTAL					**$ 70,679.95**

City of Louisville
COLORADO • SINCE 1878

City Council
Meeting Minutes

March 3, 2015
City Hall, Council Chambers
749 Main Street
7:00 PM

Call to Order – Mayor Muckle called the meeting to order at 7:00 p.m.

Roll Call was taken and the following members were present:

City Council: ***Mayor Robert Muckle, Mayor Pro Tem Hank Dalton***
City Council members: Jeff Lipton, Jay Keany,
Sue Loo, Ashley Stolzmann and Chris Leh

Staff Present: ***Malcolm Fleming, City Manager***
Heather Balser, Deputy City Manager
Kevin Watson, Finance Director
Kurt Kowar, Public Works Director
Aaron DeJong, Economic Development Director
Troy Russ, Planning & Building Safety Director
Scott Robinson, Planner II
Nancy Varra, City Clerk

Others Present: ***Sam Light, City Attorney***

PLEDGE OF ALLEGIANCE

All rose for the pledge of agenda.

APPROVAL OF AGENDA

Mayor Muckle moved Consent Agenda Item 5F – Approve Non-Profit Grant Program (Amendment for Imagine Foundation) to the Regular Business Agenda 8B2. He moved Regular Business Agenda Item 8E – Ordinance No. 1681, Series 2015 to Agenda Item 8B2. He called for other changes and hearing none, moved to approve the agenda, as amended seconded by Council member Keany. All were in favor.

PUBLIC COMMENTS ON ITEMS NOT ON THE AGENDA

There were no public comments.

APPROVAL OF THE CONSENT AGENDA

MOTION: Mayor Muckle moved to approve the consent agenda, as amended seconded by Council member Keany. All were in favor**.**

- ***A. Approval of Bills***
- ***B. Approval of Minutes – February 10, 2015; February 17, 2015***
- ***C. Approve March 10, 2015 at 7:00 PM as a Special Meeting***
- ***D. Approve Resolution No. 20, Series 2015 – A Resolution Approving an Intergovernmental Agreement with Boulder Valley School District Concerning a Local Parks and Outdoor Recreation Grant from the State Board of Great Outdoors Colorado Trust Fund***
- ***E. Approve Resolution No. 11, Series 2015 – A Resolution Approving a Lease Agreement By and Between the City of Louisville and Wells Fargo Financial Leasing, Inc.***
- ***F. Approve 2015 Annual Fuel Purchase Agreement***
- ***G. Approve PSCO – City of Louisville Shared Use Agreement – Gas Pipeline Replacement Project***

COUNCIL INFORMATIONAL COMMENTS ON PERTINENT ITEMS NOT ON THE AGENDA

Council member Loo announced on Thursday, March 5, the Friends of the Arboretum and the Horticulture and Forestry Advisory Board will provide a free presentation entitled “It all starts with a seed”. It will be held at the Louisville Recreation Center at 7:00 p.m. Free seed packets will be given to participants.

Council member Stolzmann reported yesterday and today the Burlington Northern and Santa Fe Railroad was on the Coal Creek Trail working on their bridge.

Council member Keany reported on a new Chamber of Commerce function, the Biz Crawl, which is held the first Tuesday of each month. Participants visit three to four businesses to meet the owners and learn about their operations. This evening’s event was at Village Square Shopping Center. Information on the Biz Crawl is on the Chamber of Commerce website.

CITY MANAGER’S REPORT

City Manager Fleming reported on the following:

- The City received two grants, thanks to the Open Space Staff and City Forester. $8,000 for noxious weed eradication in open space and $6,000 to help fund additional tree planting activities. He thanked Ember Brignull, Catherine Jepson and Chris Lichty.
- There are a number of projects going on in the City: the South Boulder Road Small Area Plan; the McCaslin Boulevard Small Area Plan, the Historic

Preservation Master Plan and the Arts Master Plan; the Golf Course Operational and Marketing Plan and the ERP Project.

- Bids are going out for the Main Street resurfacing in April, before the summer patios are put in place. There will be brick work and utility work in the fall. Stormwater work will begin east of Highway 42, up to Spruce Street and under RR tracks, to Front Street, north and south. Information on all those projects and their progress will be available on the City's Web Page.
- A representative from the Burlington Northern and Santa Fe Railroad reported this Thursday the City will have the construction and management agreement for the South Street Underpass and Gateway Project. This will outline the cost for the project. However, based on the timelines, City Manager Fleming did not anticipate the project will go forward in 2015.

REGULAR BUSINESS

NUTRITION MONTH PROCLAMATION

Senior Services Supervisor Katie Beasley, Community Resource Coordinator Diane Evans and Meal Site Coordinator/Recreation Program Assistant Tricia Morgan were present to receive the proclamation.

Mayor Muckle read the proclamation, proclaiming March as Nutrition Month in the City of Louisville. He presented the proclamation to Senior Services staff members.

Senior Services Supervisor Katie Beasley thanked the City Council for their support. She stated lunch is served every day at noon at the Brooks Café at the Louisville Senior Center. She noted they are seeing an increase in the number of meals served.

RESOLUTION No. 12, SERIES 2015 – A RESOLUTION APPROVING A BUSINESS ASSISTANCE AGREEMENT WITH ROGUE WAVE SOFTWARE, INC, FOR AN ECONOMIC DEVELOPMENT PROJECT IN THE CITY OF LOUISVILLE

Mayor Muckle requested a staff presentation.

Economic Development Director DeJong explained the Business Assistance Package is for Rogue Wave, a software company providing code writing tools to assist in programming embedded components, such as financial services, telecommunications, healthcare, government, and education industries. Their headquarters is currently in Boulder, but they have conducted an area wide search for a new location. Rogue Wave Software is looking to relocate their operations and set up for future expansion 1315 W. Century Drive. This location has 20,000 SF of vacant space and is co-tenanted by GHX. The space is to be demised and adapted. Rogue Wave Software is also considering other locations in Broomfield and Boulder.

Rogue Wave Software will bring 80 new jobs to Louisville and possibly expand to 110 employees in 5 years. The wages are above the Boulder County Average. Staff anticipates $900,000 in tenant improvements ($28,000 paid in City Permits Fees and Construction Use Tax). $2,500 of the amount is for Open Space and Historic Preservation purposes.

The proposed assistance consists of the following: 50% rebate of City Building Permits Fees = $6,200 value; 50% rebate of Construction Use Taxes = $6,700 value. The Incentives are capped at 50% of fees paid.

Staff recommendation: Staff recommended the City Council approve Resolution 12, Series 2015.

APPLICANT PRESENTATION

David Goossen, General Counsel for Rogue Wave Software, explained the company has been in Boulder since 1995. The main reasons for relocating to Louisville are to assist with recruiting and retention efforts. They found the Louisville location a very attractive alternative.

Mayor Muckle voiced his support for the Business Assistance Package. He proposed rebating the entire construction use tax ($6,700). He noted the City is interested in attracting businesses in Centennial Valley.

Council member Loo supported the rebate of construction tax. She encouraged Rogue Wave Software's new home Louisville and noted the employees will love the site.

Council member Leh noted Mr. Goossen lives in Louisville and knows the value of this property and would do his best to convince Rogue Wave Software to relocate to Louisville.

MOTION: Council member Loo moved to approve Resolution No.12, Series 2015, seconded by Mayor Pro Tem Dalton.

Mayor Muckle offered a friendly amendment to increase the construction tax rebate from 50% to 100%. Council member Loo and Mayor Pro Tem Dalton accepted the friendly amendment.

VOTE: Roll call vote was taken. The motion carried by a vote of 7-0.

NON-PROFIT GRANT PROGRAM – FINANCE COMMITTEE RECOMMENDATIONS FOR 2015 (AMENDMENT FOR IMAGINE FOUNDATION*)*

Council member Leh disclosed he is a Board Member of the Imagine Foundation. He recused himself from the meeting and the vote and left the Council Chambers.

Council member Keany explained this item was inadvertently left out of the Finance Committee decision making process for non-profit grants. The Finance Committee felt the Imagine Foundation should be funded even though it is over and above what was approved for non-profit grants this year.

MOTION: Council member Keany moved to approve the non-profit amendment for Imagine Foundation, seconded by Council member Loo. Roll call vote was taken. The motion carried by a vote of 6-0. Council member Leh recused from voting.

ORDINANCE No. 1681, SERIES 2015 – AN ORDINANCE APPROVING THE VACATION OF A 20-FOOT WIDE UNIMPROVED ALLEY BETWEEN 225 COUNTY ROAD (LOTS 12 AND 13) AND 224 FRONT STREEET (LOTS 10 AND 11), BLOCK 9, MURPHY PLACE – 2nd Reading –Public Hearing

Mayor Muckle requested a City Attorney introduction.

City Attorney Light introduced Ordinance No. 1681, Series 2015.

Mayor Muckle opened the public hearing and requested a staff presentation.

Planning and Building Safety Director Russ explained Ordinance No.1682, Series 2015, if authorized, approves the vacation of a 20-foot wide unimproved alley between 225 County Road and 224 Front Street, which serves two private garages. The construction dates of the garages are unknown because no building permit exists for either structure. This vacation is intended to adjust the property lines so the garages are located on private property. The two requesting properties are located on the south side of an improved public alley. No utilities are located in the unimproved alley.

The Board of Adjustment approved a variance on October 15, to allow a 1 foot rear yard setback for the garages so they may remain in place if the alley is vacated. The Public Works Department recommended the unimproved alley be vacated.

Staff recommendation: Staff recommended City Council approval of Ordinance 1681, Series 2015.

APPLICANT PRESENTATION

Lawrence Verbeck, 936 Parkview Street, Louisville, CO voiced his appreciation to Planning and Building Safety Director Russ for his presentation. He requested the alley be vacated and noted with respect to the garage, he has only owned the property for a few years, but the garage was built many decades ago.

COUNCIL COMMENTS

Council member Stolzmann commented she liked the wording of the alley vacation. She noted there have been cases where property owners do not agree on the property lines and discussion on old lot lines and historic lot lines. She stressed it's important to be careful with new surveys.

Mayor Muckle requested public comments and hearing none, closed the public hearing.

MOTION: Council member Keany moved to approve Ordinance No.1681, Series 2015 on second and final reading, seconded by Mayor Pro Tem Dalton. Roll call vote was taken. The motion carried by a vote of 7-0.

DISCUSSION/DIRECTION/ACTION - SOUTH BOULDER ROAD COMMUNITY SURVEY RESULTS AND QUESTIONS FOR MCCASLIN BLVD SURVEY

Mayor Muckle requested a staff presentation.

Planner II Robinson explained the City is conducting two small area plans; South Boulder Road and McCaslin Boulevard. Staff worked with consultants to develop questions for the South Boulder Road survey. Staff is preparing the McCaslin Blvd survey draft questions and will use the South Boulder Road survey results, with minor modifications to the questions for the McCaslin Blvd survey.

Two weeks ago 100 people attended a public meeting on the South Boulder Road Small Area Plan. They worked on a series of maps for different sites within the corridor and were asked what they desired in terms of redevelopment. That information along with the survey information will be used to create other alternatives. Staff asked Council to review and approve the draft questions, so the surveys may be mailed later in March. A report on the responses will be delivered to the City in late May.

The proposed McCaslin Blvd survey questions are largely the same as the South Boulder Road questions, but will require some changes to reflect the different environment in the McCaslin Blvd corridor:

Staff recommendation: Staff asked for Council direction on any desired changes to the proposed survey questions.

COUNCIL COMMENT

Council member Lipton requested a conceptual outline of the survey questions, which illustrated the differences between South Boulder Road and McCaslin Boulevard.

Mayor Muckle felt the McCaslin questions will require modification because the South Boulder Road Small Area Plan had more discussion relative to housing heights and setbacks. There is also more residential planned in the Comprehensive Plan so knowing the housing types was important. In the McCaslin/Centennial Valley Small

Area Plan it is unclear whether there should be housing and if so the densities. There should also be questions relative to transit stops.

Council member Lipton noted on South Boulder Road there is a lot of greenfield development, where on McCaslin there is more redevelopment. He felt it was important to get a sense about the Sam's Club area and have some focused questions on land uses along McCaslin Boulevard. He felt on South Boulder Road the goal was to get input of architectural style. He suggested some questions directly relating to the redevelopment of certain areas stressed along McCaslin.

Planner II Robinson explained there are questions related to land uses, but they can be formulated to ask specifics about housing. He reviewed the changes to the South Boulder Road survey questions to reflect the different environment in the McCaslin Boulevard corridor as follows:

- Changes in the uses described in questions 3 and 4.
- Addition of "Entertainment (theater)" in question 6.
- Combining medical offices and professional services into one item in questions 6
- Addition of "Warehouse/Industrial flex space" in question 6
- Addition of "Open space" in question 6
- New photos for 1A, 1B, 1C, 1D, 2A, 2B, 2C, 3D, 4C, 4D, 5C, 6A, 7B, 8A, 8B & 9A to address McCaslin Boulevard contains larger parcel sizes and larger buildings

Council member Leh addressed the consideration of the Recreation Center in the study area. He voiced his support for the Recreation Center inclusion in the McCaslin Small Area Plan and felt they are geographically connected. Planning and Building Safety Director Russ stated there would be a risk of not producing a successful small area plan for McCaslin with the inclusion of the Recreation Center. He felt there should be a comprehensive public discussion on the Recreation Center. He noted planning staff does not have the resources to address an aquatic center or play fields. He agreed they are interrelated geographically, but are two distinct plans of study.

Mayor Muckle agreed more information relative to pool and recreation centers is needed.

PUBLIC COMMENT

Michael Menaker, 1827 W. Choke Cherry Drive, Louisville, CO stated he was interested if the City Council would support specific direction on two questions: 1) Rezoning all of the Sam's Club property for mixed use. 2) Support for residential development in Centennial Valley, modeled on the Steel Ranch development and would support increase if there was age restriction for 55+.

COUNCIL COMMENTS

Council member Stolzmann suggested waiting on the McCaslin Small Area Plan survey to see what happens with the South Boulder Road planning efforts. She stated her understanding Council will see some options in March. She looked forward to seeing the information from the South Boulder Road survey.

Planning and Building Safety Director Russ cautioned against delaying McCaslin Small Area Plan survey. He stated there is value in having consultants come and coordinate both projects. With the current budget for the projects, delaying the McCaslin Small Area Plan would also delay the South Boulder Road Small Area Plan. During the South Boulder Road Area Plan survey development, staff was very cautious on the implementation tools. Sam's Club could be addressed, but it becomes a conversation on its own on implementation. Staff will craft survey questions for Sam's Club, to address Council's concerns.

Council member Lipton asked if there would be questions relative to signage. Planner II Robinson stated there is one question relative to signage. Planning and Building Safety Director Russ stated there are multiple ways to reach out to the community in addition to the survey, including public workshops, and business round table discussions. With respect to McCaslin Boulevard, the PUD's have always been more restrictive than the underlining zoning. The City is working with absentee landowners who are not working with the tenant to make necessary improvements. He explained the survey is merely one tool of a very broad brush of outreach. He cautioned Council not to be too specific on the questions.

Council member Keany inquired whether the survey information on South Boulder Road would be discussed at a study session. Planner II Robinson explained the alternatives will be developed for South Boulder Road and brought before Council. At that time the survey results would also be discussed.

Council member Keany noted there was adverse response for monument signs on South Boulder Road Corridor, yet all the businesses along McCaslin want monument signs. He asked if there is a question in the survey about changing land use from commercial to a residential mix in parts of Centennial Valley. Planner II Robinson stated when the survey was prepared it focused more on design than use. There is a large land use question asking respondents what they would like to see whether it be single or multi-family or senior housing.

Council member Keany noted in the Comp Plan process there was a resident who opposed more residential. He was interested in knowing whether this is a citywide issue or a local issue. Planner II Robinson stated staff would design some specific questions for Council's review.

There was Council consensus on the direction to the City staff on the survey questions.

BOULDER COUNTY ANNEXATION AND ZONING FOR 245 NORTH 96TH STREET

1. **ORDINANCE No. 1679, SERIES 2015 – AN ORDINANCE ZONING A PLANNED COMMUNITY ZONE DISTRICT – COMMERCIAL / RESIDENTIAL (PCZD – C/R) CERTAIN PROPERTY ANNEXED INTO THE CITY OF LOUISVILLE AND KNOWN AS THE 245 NORTH 96TH STREET ANNEXATION – 2nd Reading –Public Hearing**

2. **ORDINANCE No. 1680, SERIES 2015 – AN ORDINANCE APPROVING AN ANNEXATION, KNOWN AS THE 245 NORTH 96TH STREET ANNEXATION TO THE CITY OF LOUISVILLE, COLORADO – 2nd Reading –Public Hearing**

3. **RESOLUTION No. 13, SERIES 2015 – A RESOLUTION APPROVING AN ANNEXATION AGREEMENT FOR THE 245 NORTH 96TH STREET ANNEXATION**

Mayor Muckle stated the Council will take public comment on any of the three agenda items. He requested a City Attorney introduction.

City Attorney Light introduced Ordinances No. 1679 and No. 1680, Series 2015; the second reading of the ordinances and public hearing on all items related to 245 North 96th Street. The public may comment on any of the items.

Mayor Muckle opened the public hearing and requested a staff presentation.

Planning and Building Safety Director Russ explained two additional documents were handed out to the City Council to be included in the record: 1) A table from the Colorado Housing and Finance Authority Income and Rent Tables, which was requested by Mayor Pro Tem Dalton and 2) Three slide changes have been made to the PowerPoint Presentation. Resolution No. 13, Series 2015 is the resolution approving an annexation agreement for 245 North 96th Street. He addressed the Annexation Agreement as follows:

Age-Restricted Housing: – Not less than 70 age-restricted residential units (55 years of age or older), subject to the fair housing requirements.

Affordable Units: No less than 25% of the total amount of all residential units developed on the property shall be affordable units (58). Local Preference*: All age restricted and affordable units follow these local preferences:

- Current Louisville residents
- Louisville: Municipal, School District and Fire District Employees
- Employees of Louisville businesses
- Families: 62 years+, or disabled, seeking to be in proximity of family in Louisville

*This stipulation is subject to fair housing requirements.

He addressed the red-line Annexation Agreement for 245 N. 96th Street Development, which includes age-restricted housing, 25% affordable units (58 units) and a local preference requirement, which is renewable after 40 years.

He reviewed the Public Notice Certification and the subject property. The size of the property is 13.404 acres. The requested zoning is PCZD-C/R Zoning for 231 dwelling units and 18,404 SF Commercial. General Development Plan (GDP): Transportation Highway 42 – Street Network.

Public Land Dedication: The total dedicated public land requirement is 1.93 acres.

General Development Plan Land Use – Planning Areas:

Planning Area A:
Zoning: PCZD C/R
Maximum F.A.R. 1.0
Maximum allowance of 83,202 SF
Residential: (included in FAR) 28 units
Residential Density: 15 units per acre

Planning Area B:
Zoning: PCZD R
Residential (included in FAR) 103 units
Residential Density: 30 units per acre

Planning Area C:
Zoning: PCZD R
Residential (included in FAR) 69 units
Residential Density: 25 units per acre

Planning Area D:
Zoning: PCZD R
Residential: (Included in FAR) 31 units
Residential Density: 15 acres per acre

Eligibility for Annexation: Sections 16.32.020 and 16.32.030 of the Louisville Municipal Code have been met.

Comprehensive Plan: The Comprehensive Plan is a policy document. Staff found the proposed annexation and initial zoning request complies with the Comprehensive Plan's Vision Statement and Core Community Values. The Framework Plan: Land Uses comply with the Comprehensive Plan.

Proposed Yard and Bulk: Highway 42 and South Boulder Road Urban Center:

Parking: On-site private parking associated with a particular use and allowance for shared parking agreements.
Building Heights: 2-3 Stories
Building Form and Design:

1. Ground floor oriented towards the street.
2. Ground floor activated with retail and commercial uses and pedestrian scaled development
3. Provide buildings, which transition in scale to adjacent neighborhoods.

Block Length: 300-400 feet.

Highway 42 and South Boulder Road Urban Corridor:

Parking: Majority on-site private parking associated with a particular use with allowance for shared parking agreements.
Building Heights: 2-3 Stories.

Building Form and Design:

1. Ground floor is oriented towards the Arterial Road and / or a secondary street.
2. Provide buildings, which transition in scale and mass to adjacent neighborhoods on the back of the property.

Block Length: 300-400 feet.

Comprehensive Plan - Framework Plan: Neighborhood Housing Principles and Policies: Principles NH -5 through NH –6.2 have been met.

Intergovernmental Agreement: The City of Louisville and Boulder County Housing Authority agreed to the following:

1. The County would own and manage the City's 116 affordable housing units along with the County's existing 30 units in Louisville.
2. The County agreed to build an additional 15 units in Louisville within the next five years.

The Louisville Fire Protection District Referral Response:

1. The Fire District has stated they could serve the property.
2. Specific service requirement will be reviewed during the Preliminary and Final Planned Unit development (PUD).

Boulder Valley School District Referral Response:

1. Expected Student Impact: Louisville Elementary School – 20 students; Louisville Middle School – 7 students and Monarch High School – 11 students. Elementary capacity in Louisville as a whole however is ample to accommodate continued enrollment growth.

Current Actions:

1. Enrollment growth continues to be managed by restricting open enrollment. The 50 open enrolled seats will eventually be available to new resident students.
2. The preschool program has been relocated to Fireside Elementary.
3. Current computer lab space has been converted for classroom use.

Future Possibilities (should the projections materialize):

1. Additional changes in offered programming
2. The addition of portable classrooms
3. The addition of permanent class
4. Busing of students
5. Changes to attendance boundaries

The Planning Commission reviewed this proposal and discussed the fiscal impact, the need for affordable housing, the affordable housing goals, school enrollment and street network enhancements. The Planning Commission voted unanimously to recommend City Council approval.

Staff recommendation: Staff recommended the City Council approve Ordinances No. 1679, No. 1680, Series 2015 and Resolution No. 13, Series 2015.

COUNCIL COMMENTS

Council member Stolzmann requested an email from Alex Bradley regarding the Louisville Schools Enrollment Watch be included in the record. The email was printed and distributed to the City Council.

Planning and Building Safety Director Russ noted in the Annexation Agreement the City staff recommend the water resource fee of $1,800 an acre not be included in the annexation agreement. Based on the raw water taps calculation fee is included in the tap fee. Public Works has directed the Planning staff not to include this requirement in the annexation agreement.

APPLICANT PRESENTATION

Frank Alexander, Boulder County Housing Authority, voiced his appreciation for Council's guidance at the last meeting and the efforts of the City staff. He hoped the annexation agreement draft would answer a lot of Council's questions. He would present a brief overview of the Boulder County Housing Authority and their activities around the County in relationship to this proposal and then address the specifics of this site. Within Boulder County there are seven communities where affordable housing is available. The Boulder County Housing Authority owns 611 affordable housing units primarily in the mountain areas and in east Boulder County. Of the 611, 147 units are in Louisville and 257 in Lafayette. The County is currently working on the 245 North 96th Street development and some flood recovery housing in Lyons.

Mr. Alexander presented a breakdown of the current demographics of the affording units in Louisville: 147 units, of which 104 are residents before 30% of the median income ($24,000) for a two person household. Most of the remaining units are below 50% of median income ($45,000) for a two person household. There are also 66 Section 8 housing subsidies in Louisville, with 59 being below 30% of the median income and the remainder is below 50%. A market study was performed for the senior project to assess the current need for age-restrictive low income housing. Over the last 15 years the need for senior has tripled. There are 689 households before 50% of the median income level and over the next 15 years that number will increase to 1,100 households.

The Boulder County Housing Authority Department is also an enterprise unit within the Boulder County government. The Department services many thousands of residents throughout Boulder County. Approximately 65,000 individuals were served last year and in the City of Louisville approximately 1,800 people are accessing support for health insurance; 650 for food support and 52 households for child care assistance programs. Additionally 80 households in the Superior/Louisville area are working within the County's housing stabilization program. These are families at risk for foreclosure and eviction. All of these programs bring a financial benefit to the County communities. There is an increasing need for affordable housing. Additional programs include: HUD counseling, reverse mortgages for seniors counseling, low-income energy assistance, rent and weatherization assistance and services and implementation of sustainability measures.

He presented a diagram of the current inflow of Boulder County employees who come to Louisville to work: 5,000 from Southeast County; 1,000 from the City of Boulder; 2,300 from northern Boulder County. Most of those incomes are being spent in their home communities creating a need for senior housing, low-income housing and transportation that can be supported by affordable housing construction.

Norrie Boyd, Boulder County Planning Director, agreed there are fringe benefits which come with affordable housing, should this project get developed. The County is advocating for the Louisville affordable housing development, which includes the 70 unit senior building; the 120 multi-family units, 1 community building, the pocket parks and the northwestern quadrant for the Louisville Artist Co-Housing Community. She noted the area designated for the Art Underground will no longer be a part of the project. It will be reconfigured for a commercial and retail model and the County will work with the City's Economic Development Director to find an appropriate use. She reviewed the funding application, the funding sources and fund uses. She stressed the importance of the low-income tax credits for this project ($27 Million) and the state's disaster relief funds ($8 Million) and noted they are only available this year. The tax credit requires a local match. The $8 Million disaster relief funding is for two projects: 1) the senior housing building and 2) the multi-family units. All of the housing is available to people 60% below the median income ($40,000 per household). She noted the County Attorney, Ben Doyle was available to address Council's questions relative to the annexation agreement, including the local preference policy. The County's architect for the project was also available to respond to Council's questions.

PUBLIC COMMENT

Emilie Parker, 541 Jefferson Avenue, Louisville, CO, Louisville Artist Co-Housing explained Louisville artists are excited about the idea of starting a housing community for artists. 270 artist supporters are working to promote this project and five of the artists in attendance tonight plan to move into the community. Local artists have purchased 1.23 acres within the Alkonis property to build an artist community. They

expect to build 20 homes with art studios facing common spaces. Artists will share artworks, space and collaborate to actively support the arts in Louisville. Their members include musicians, performers, painters, ceramic artists, writers, woodworkers and sculptors. Some members are seniors, some are retired, some have children and some are moving from out of state. Building an artist community will be good for the City by expanding sales tax revenue through their participation in local events. She encouraged the City Council to approve the annexation and zoning of this property.

Alex Bradley, 1385 Caledonia Circle, Louisville, CO stated the Boulder County Housing Authority published a flyer containing a breakdown, which was different from the information in the City Council packet. She requested clarification on the affordable housing units versus the market value units and asked which area would hold the market value units. She voiced concern over the minimum number of affordable housing units (25%) for the development and requested it be greatly increased. She was concerned Planning Areas C & D provide the maximum density allowed and requested the City curb the density so has not to put a strain on the infrastructure including the schools. She was concerned with the increase in traffic through Christopher Village and South Boulder Road. Her major concern was over the impact to the school enrollment. She stated the City was using outdated data from the Boulder Valley School District and felt it would be prudent to ask for a new five-year projection.

COUNCIL COMMENTS

Mayor Muckle stated the major issues in the annexation agreement are local preference, the percentage of affordable and senior housing and the local financial assistance agreement. He asked if there are any other issues in the annexation agreement.

Planning and Building Safety Director Russ explained those are the major issues. He clarified staff position on the 25% for affordable housing and explained the land is owned by a variety of landowners and making the sale possible requires financial assistance for affordable housing. If the requirement is for 100% of the units to be affordable housing, it is also a requirement for future land owners. It becomes a question of land viability with the County's added requirement of financial assistance, should the City annex the property, if they cannot meet the annexation agreement. The point on not doing 100% affordable housing is it creates a market if the project does not go forward.

Mayor Muckle asked Mr. Alexander whether the County would consider 100% for affordable housing. Mr. Alexander explained if the project was 100% affordable housing and the construction cost were too high, neither the County nor any other developer would have the resources to develop the project. They would have to turn over portions of the project to the market.

Mayor Pro Tem Dalton inquired about the Louisville Artists Co-Housing development.

Ms. Boyd pointed out the proposed Artists project will not be developed by the County however the sale of the property will help to finance the affordable housing and senior housing. The County is the owner and developer of the multiple family housing, the park, senior housing and the community building. The County is building the infrastructure on Hecla and Kaylix, if they are able to sell the other parcels.

City Attorney Light explained the drawing is not before the Council for action this evening. The agenda item is for the annexation and the zoning. If the property is annexed to the City it would be platted before properties are sold.

Mayor Pro Tem Dalton explained there are rumors being circulated that Boulder County is subsidizing an artist community. Ms. Boyd clarified Boulder County is not subsidizing an artist community, they are developing affordable housing.

Council member Lipton asked if the County would be the developer for the artist community. Ms. Boyd stated they would not be the developer for the artist community. They are the developer for Hecla, Kaylix and the infrastructure.

Council member Lipton asked how the County will ensure they are getting the highest value for the land. Ms. Boyd stated the saleable parcels will help subsidize the affordable housing project. She explained the County goes through an official procurement process to ensure the highest value for the land.

Council member Loo stated her understanding in the first three years there would be a preference for flood displaced victims. Ms. Boyd confirmed there are flood displaced people who are interested in affordable housing and because the need is so great their names will be on the top of the list. She stressed affordable housing is a need seen throughout the County.

Council member Loo asked when a local preference will come into play. Mr. Alexander explained right now there is not a wait list for properties in Louisville; it is merely an interest list. The vast majority of the flood displacement victims want to return to their home communities. The County wants to provide a flood preference for any project using federal funds. It is the County's public duty to provide housing to those flood displaced victims first.

Council member Loo stated she could not in good conscious provide financial assistance to a project if not a benefit for Louisville residents. She felt it could be some time before there is any fiscal benefit to the City. Mr. Alexander explained it is a $65 Million project; the cost of the land was $2.5 Million and the County's request of the City was $2.3 Million in fee waivers.

Council member Loo requested an updated fiscal model without the non-profit component and referenced the fiscal model request of $85,000 annually from the City

Ms. Boyd stated the revised draft fiscal model takes out the non-profit and adds 46,000 SF retail ground floor/ commercial on the top floor, which flips the model by 85% less negative. Without Art Underground the County will have to aggressively market the site and requesting assistance from the City's Economic Development Department.

Mr. Alexander explained when the senior affordable housing project was built in Lafayette more than 85% of the residents were Lafayette residents. The County works with the local Senior Services Departments on marketing and outreach to the community. He noted it only took 5 days to lease the space at Josephine Commons. He felt the Louisville project would be highly populated with Louisville residents.

Council member Loo addressed the Kaylix connection and noted the City does not own the property to extend the street. City Attorney Light stated the long-term vision for Kalix entails the right-of-way to the north, which is not part of the discussion this evening. This project proposal provides the right-of-way to take Hecla over Highway 42, which is in Section 9 of the annexation agreement. This section also provides for the developer at its own expense, to extend Kaylix to the north and south boundary.

Council member Keany asked if there was language in the annexation agreement, which states, should Boulder County Housing Authority not pursue an affordable housing project; any fee waivers would be null and void. City Attorney Light explained there is not, however Section 12 states the parties will in good faith attempt to reach an agreement on the financial assistance within 90 days of execution of the agreement. The County added language stating if agreement is not reached on the financial assistance package within 90 days of execution, the age-restricted and affordable housing would be void and the County could take the property to market. If agreement is reached on a financial package, it will stipulate the affordable housing properties. Staff is looking for direction on the annexation agreement and the financial assistance agreement. He voiced his concern for the status of zoning if the age-restrictive and affordable housing goes away. If there is no agreement on the financial assistance there is no commitment on affordable housing and the property can be marketed under its existing general development plan. He felt more language was needed to address this issue. The other legal option is if there is not agreement within 90 days, the language would be silent and the County can ask for an amendment to the annexation agreement. Another option would be to firm up the density issue.

Mr. Alexander stated the Boulder County Housing Authority is a long-term partner with the City of Louisville and the intent of the 90 day clause was Boulder County's confidence an agreement will be reached. The County will come before the Council in many stages to proceed with the development. Should they not be able to secure adequate financing to commit to affordable housing, the Commissioners have invested significant funds on this project and would have to investigate other options. He suggested the language in the annexation agreement allow continued discussions between the City and the County. He stated they are looking for support to move the projects applications forward and to get the affordable component the project needs.

Council member Keany voiced concern over the 231 units and noted if the County sold those units at market rates, he would not support 231 units. He asked how would the City be protected and stated he would feel comfortable with a clause which stipulated if the affordable housing was not pursued the agreement would be null and void. Mr. Alexander asked if the 90 day clause was removed would that satisfy the Councilor.

City Attorney Light stated if the last sentence were removed there would still be uncertainty of completing the financial assistance package within 90 days. Council could look at the General Development Plan and considering additional provisions conditioning the zoning. He noted another way to approach the question would be to conditioning approval on the zoning on this project.

Council member Keany asked if the applicant was comfortable removing the 90 day clause. Mr. Alexander responded yes.

Council member Keany voiced concern over the elimination of commercial along Highway 42. He felt the commercial component creates a buffer. He voiced concern over Planning Area C with regards to the density and the buffering. Planning and Building Safety Director Russ stated there are some design realities in Area C as it is the low point of the development. He explained there are design alternatives for the commercial opportunities to be closer to Hecla Drive.

Council member Keany stressed the importance of buffering with landscaping or other means. He inquired about the water fee and whether there were any water rights in connection with the annexation. Planning and Building Safety Director Russ stated the water rights were limited and acquired by the City along with the Steel Ranch water rights. There is an irrigation lateral which traverses the property with minor rights that helps serves the Harney/Lastoka property. The water resource resolution (Resolution No. 6, Series 2007) required $1,800 per acre fee. The new calculation for tap fees collects the raw water fee of $1,800 per acre therefore it is not included in the annexation agreement.

Council member Keany inquired whether the water resources fee could be used for an in-kind contribution. Planning and Public Safety Director Russ stated it could be used if required by Council.

Council member Keany asked if Boulder County would consider increasing the affordable housing units from 25% to 50% in the annexation agreement. Mr. Alexander responded yes.

Council member Stolzmann also wanted to see affordable housing on this property. She explained when considering the annexation Council must refer to the comprehensive plan and within the plan there is desire for more senior and affordable housing. She noted this development does not meet the goals for the schools, financial performance

or the street network. She was concerned over the annexation agreement and the suggestion of any in-kind contributions. She felt it would be very difficult to find an agreement to serve everyone's goals. The City's Capital Projects funds will go to zero this year and will require general fund transfers. The City wants to support this project with financial assistance, but it would be difficult to find the money and the timing is off. She felt the only thing that meets the goals of the comp plan is the senior and affordable housing component. She would like to see a higher percentage for senior and affordable housing. She was in favor of continuing this matter until the next meeting to provide staff time to work on the financial component in the annexation agreement.

Mayor Pro Tem Dalton addressed the issue of affordable housing and the land use over the last decades. Louisville, Boulder and other places no longer have affordable housing. Most of the applicants for affordable housing are in the service sector and make minimum wage. His objective was to provide affordable housing for less than 60% of the median income level. Ms. Boyd explained the way the project is being funded: are targeting the 30% to 40% median income range and 60% is the cap. They are targeting the lowest income. In the Lafayette project the majority of the people are earning $19,000 a year. It does not mean 60% sets the bar it simply creates a mix from 30%, 40%, 50% and 60%.

Mayor Pro Tem Dalton inquired about the balance of 103 units. Ms. Boyd explained the affordable rentals are at 30%, 40%, 50% and 60% of the median income level, but the for sale homes are not included. Planning and Building Safety Director Russ stated his understanding there was 207 units, but the zoning recognizes 231 units.

Mayor Pro Tem Dalton asked if the 103 units were for the artist community. It was confirmed those units were for the artist community. Mr. Alexander explained the distributed cost for the development per unit is what drives the cost of the rentals. Their mission is to drive the rent levels as low as possible to meet the need of affordable housing, but the parcel will be very expensive to develop and so that is the tradeoff.

PUBLIC COMMENT

Michael Menaker, 1827 W. Choke Cherry Drive, Louisville, CO agreed with Council member Stolzmann; the City does not have the money to support the annexation agreement and with Council member Lipton; the City would be subsidizing the infrastructure and a non-profit organization. He was not sure the financial models would change. He agreed everyone is interested in providing affordable housing, but felt a lot more work has to be done on the agreement.

Cindy Bedel, 662 W. Willow, Louisville, CO did not think the City should subsidize residential growth or infrastructure, but agreed there is a need for affordable housing. She felt limiting the density will reduce the impacts to the schools and traffic. She felt the annexation agreement needs more work and urged Council not to approve it this evening.

Chip Bruce, 2727 Limestone Court, Superior, CO spoke on behalf of the Louisville Artist Co-Housing group and explained they have been working for one year to fund and finance this private development, which would include 36 residences at a cost $12 Million. He dispelled the belief the Artist group is asking for County or City subsidies.

Alex Bradley, 1385 Caledonia, Louisville, CO addressed the 36 residential units for the Artists Co-Housing Group and stated her understanding it was 24 units. She asked for clarification on why the maximum number of senior housing is only 70.

Douglas Parker, 541Jefferson Avenue, Louisville, CO stated the actual number of units in the Artist Co-Housing is 24, but there are some artists interested in the affordable rentals, which will bring the total to 36. He understood the fiscal concern, but felt the Council should consider the value in an artist community. He stated artists help revitalize the community and urged Council to approve the annexation agreement.

Mayor Muckle inquired why there are not more than 70 senior units. Ms. Boyd explained in their financing plan there are 70 multi-family units designed to fit the senior lifestyle. They have grab bars, are fully ADA compliant, on ground floor and have zero step entries. The County can finance and manage a single building designated age-restrictive (55 and older), which will not violate fair housing. They have worked hard on the senior housing units, which is a single building and is age-restrictive 55 and older. The non-age restrictive units have been designed to appeal to active as well as aging seniors.

Mayor Muckle agreed there is a value in having this housing project in Louisville. He stated his understanding there is some urgency for the funding, but felt if the agreement can build in protection for the City he would be willing to support the agreement.

Council member Leh asked for clarification on the urgency for the annexation. Ms. Boyd was confident the County and the City will come to an agreement on the annexation agreement within 90 days. The urgency for the annexation is for the federal application for emergency relief funding, which must be completed by May 1st. The federal funding is issued through the state and must be spent by the end of next year. Mr. Alexander explained there is only one round of funding for this year and the County's application was filed on March 1. If the money is approved and is not met, the funds must be moved to another project.

Council member Stolzmann stated if the funding piece fell through this would become a high density development. She felt the attorneys must ensure the City will get the product they are being sold.

MOTION: Council member Stolzmann moved to continue Ordinance No. 1679, Ordinance 1680, Series 2015 and Resolution No. 13, Series 2015 to the March 17,

2015 City Council meeting, to allow the attorneys to make significant progress on the annexation agreement, seconded by Council member Loo.

Discussion: Council member Keany requested clarification the continuance would still provide the County sufficient time for the May 1st deadline. Mr. Alexander confirmed it would.

Mayor Pro Tem Dalton asked City Manager Fleming if in the financial agreement the immediate need is for the contribution (which Council could not provide), but if it would be at a later time, it could be calculated through the City's long-range budget plan. City Manager Fleming explained the largest component of the fiscal impact will occur later. Based on his understanding, it will be possible to fit it in the existing capital budget, without compromising any of the capital projects currently scheduled in the 5-year CIP. Staff will still need time to complete the calculations.

Council member Lipton addressed the market based parcels and stated he was not sure they are getting the highest values. He would like to see evidence that they are and evidence that public funds are not being used to subsidize the artist community. He noted the City is struggling with their current financial situation and there are some capital projects that will be delayed a year or two. He agreed with continuing these matters to March 17 City Council meeting. He felt there was more work to be done on the annexation agreement.

Council member Loo requested the County's PowerPoint Presentation be made a part of the record. City Attorney Light requested it be included in the packet materials for the March 17, 2015 City Council meeting.

VOTE: All were in favor of the motion to continue all three agenda items on the 245 N 96th Street Project to March 17, 2015.

ADOPTION OF THE WATER EFFICIENCY PLAN UPDATE

Mayor Muckle explained the City has a Water Efficiency Plan approved the State. The Plan is required to apply for funding from the Colorado Water Conservation Boarrd.

Mayor Muckle requested a staff presentation.

Public Works Director Kowar explained this is an update of the existing Water Efficiency Plan to be eligible for State financial assistance for water, wastewater and stormwater system improvements. State law requires Colorado cities to have current water efficiency plans. The City has applied for a low interest loan to help finance improvements to the City's wastewater treatment plant and stormwater system. Staff applied for a grant with the Colorado Water Conservation Board (CWCB) to update the City's Water Efficiency Plan. The Plan includes a number of items, which can contribute to water conservation, but none are required. They are included to provide a guide and direction to encourage water conservation and to adopt policies and regulations and

enforcement. He noted there are budgets among some of the plan recommendations however those numbers are just recommendations to show the City Council and the public the financial impacts of tasks to be implemented. He explained the Plan refers to a Water Conservation Coordinator. This is not a position Public Works plans to add, however it is a requirement to designate someone as a Water Conservation Coordinator. This plan was developed in 2014 and during the course of the year many things changed, but the plan was not on a parallel track to get approved. There may be some portions of the plan the City Council would like to change. The Water Committee will review the plan at their April meeting and make recommendation to the City Council.

Staff recommendation: Staff recommended the City Council adopt the Water Efficiency Plan, even though there will be changes. This will enable state funding for the City's wastewater treatment plant and water projects.

COUNCIL COMMENT

Council member Lipton stated his understanding this plan is tied to the financing of the wastewater treatment plant. He wanted assurances the City is not bound by the plan and has the discretion to make changes, even though the City will be bonding for funds.

City Attorney Light explained the obligation on the City for financing will be primarily contained within the funding agreement. The City must look at the covenants to see if there are any future obligations or performance measures.

Council member Lipton inquired when the City would know about the financing. City Attorney Light explained the funding authority has requested a closing in early May. The Council will be asked to act on a bond ordinance and the fund agreement on the second meeting of March and the first meeting of April.

Council member Lipton inquired about the exit plan and the strategy. Public Works Director Kowar stated in order to get the water plan approved there must be a water conservation plan. The City is meeting the major requirements to get the plan approved. There is not enforcement from the Colorado Water Conservation Board (CWCB.)

City Manager Fleming addressed the water budget approach and stressed the staff heard very clearly the City Council is not interested in implementing water budgets. He explained the plan calls for informational water budgets, but it is not a rate structure.

Council member Lipton stated his understanding the direction given to staff was not to devote any more resources to water budgets whether it be informational or not. He noted the plan calls for eliminating voluntary watering hours in lieu of mandating watering hours. He felt those two items should be eliminated from the draft. Public Works Director Kowar stated the staff understands the Council's desire to not pursue

water budgets. New technology provides a feature for the City to communicate with the residents about their water consumption. The water budgets can be struck from the plan, but noted the no watering times (10:00 am – 6:00 pm) is the standard for Front Range communities. Staff will take out the watering times out if Council so desires.

Council member Lipton felt there should be more public conversation on the watering time.

Mayor Muckle preferred the Water Committee also review the Water Efficiency Plan.

Public Works Director Kowar noted the bond ordinance does not have anything to do with the Water Efficiency Plan. The Plan is mentioned in the City's credit report.

MOTION: Council member Leh moved to approve the Water Efficiency Plan, seconded by Mayor Muckle. All were in favor.

DELO PHASE II

1. **ORDINANCE No. 1682, SERIES 2015 – AN ORDINANCE APPROVING THE DELO PHASE II FINAL PLAT, SRU, PUD AND ROW VACATION – 1st Reading – Set Public Hearing 3/17/2015**

2. **RESOLUTION No. 14, SERIES 2015 – A RESOLUTION APPROVING A FINAL SUBDIVISON PLAT, A FINAL PLANNED UNIT DEVELOPMENT (PUD) AND FINAL SPECIAL REVIEW USE (SRU) TO DEVELOP PHASE 2 OF THE DELO DEVELOPMENT WITHIN THE CORE PROJECT AREA OF THE HIGHWAY 42 REVITALIZATION AREA. THE PROJECT INCLUDES A DIVERSITY OF HOUSING PRODUCTS WITH GROUND FLOOR RESIDENTIAL, CIVIC SPACES, URBAN PLAZAS, STREETSCAPES AND COMMERCIAL/OFFICE OPPORTUNITIES – Set Public Hearing 03/17/2015**

Mayor Muckle requested a City Attorney introduction.

City Attorney Light introduced Ordinance No. 1682, Series 2015. Staff recommendation is to set a public hearing for March 17, 2015

MOTION: Mayor Muckle moved to approve Ordinance No. 1682, Series 2015 on first reading, ordered it published and set a public hearing on March 17, 2015, seconded by Council member Keany. All were in favor.

City Attorney Light introduced Resolution No. 14, Series 2015, which will be brought back before Council to coordinate with Ordinance No. 1682, Series 2015.

MOTION: Mayor Muckle moved to continue Resolution No. 14, Series 2015 to March 17, 2015, seconded by Council member Keany. All were in favor.

Council member Stolzmann requested at the next meeting staff present additional information on the Comcast property, which would explain the timing of the agreement. She also requested Economic Development Director DeJong include the newest calculations through the bonding process.

Mayor Muckle requested an updated fiscal model on what is currently being proposed. Planning and Building Safety Director Russ explained the applicant has the newest fiscal model. He would work with the applicant to get the model, however he did not believe the information would be available by the packet deadline, but would present the information at the March 17th meeting.

Mayor Muckle requested the City's Finance Director provide a range of information relative to the new fiscal model

CITY ATTORNEY'S REPORT

City Attorney Light reported Consent Agenda 5H – Approval of PSCO and City of Louisville Shared Use Agreement for Gas Pipeline replacement Project, which involves property in front of the Takoda Subdivision. This matter was resolved through a shared use agreement, which allows the City to withdraw from the court proceedings to secure this property. He will continue to work with PSCO on the properties on the south side of the City and will present an agreement to Council on March 17th.

COUNCIL COMMENTS, COMMITTEE REPORTS, AND IDENTIFICATION OF FUTURE AGENDA ITEMS

Council member Stolzmann reported on the DRCOG Board workshop where they reminded everyone DRCOG, by State Statute is the regional planning commission and federal legislation created the Metropolitan Planning Organization in the 1960's and DRCOG serves that role for Denver. In the 1970's DRCOG became the area agency on aging. They reminded everyone of the collaborated planning functions including the Metro Vision 2040. They discussed the controversial items such as resiliency, legacy areas such as water and free standing areas and their interest in water and found it very interesting. They also discussed Roberts Rules of Order and the importance of having meeting rules.

Mayor Muckle reported on the RTD study session, which included a draft proposal of the rate schedule and operational plan. The rate includes local bus fares and regional bus fares. The operational plan addresses the number of buses running to and from various places. The plan has caused concern over whether services would be reduced. He reported the next meeting is March 13th at the Louisville Library.

Deputy City Manager Balser reported there will also be a public meeting at the Louisville Recreation Center on April 1, 2015, to discuss the BRT service plan for 2016 and for the fare study. She explained RTD is going through these public involvement meetings to get specific feedback. Staff will continue to monitor to see that RTD is paying attention to Louisville's feedback.

Mayor Muckle explained they are looking at one or two approaches to fares. One is a flat fare, which would not be beneficial to the City.

Mayor Muckle supported Council member Stolzmann's suggestion to rotate board liaison assignments every six months. This would provide all Council members' experiences with the different City's boards and board members getting to know more members of the City Council. He requested this be put on the advance agenda.

Council member Loo addressed an email received relative to SB-183 and contacting Senator Matt Jones relative to water rights issues. She inquired whether Council should write a letter to Senator Jones. Deputy City Manager Balser felt it was best to have a conversation directly with Senator Jones.

ADJOURN

MOTION: Council member Leh moved for adjournment, seconded by Mayor Pro Tem Dalton. All were in favor. The meeting adjourned at 10:30 p.m.

_____
Robert P. Muckle, Mayor

_____
Nancy Varra, City Clerk

City of Louisville
COLORADO • SINCE 1878

Special City Council

Meeting Minutes

Tuesday, March 10, 2015
Library, 1st Floor Meeting Room
951 Spruce Street
7:00 PM

Call to Order – Mayor Muckle called the meeting to order at 7:00 p.m.

Roll Call was taken and the following members were present:

City Council: ***Mayor Robert Muckle, Mayor Pro Tem Hank Dalton***
City Council members: Jeff Lipton, Jay Keany,
Susan Loo, Ashley Stolzmann and Chris Leh

Staff Present: ***Malcolm Fleming, City Manager***
Heather Balser, Deputy City Manager
Kevin Watson, Finance Director
Kurt Kowar, Public Works Director
Meredyth Muth, Public Relations Manager
Nancy Varra, City Clerk

UTILITY RATE INCREASE

Mayor Muckle requested a staff presentation.

Public Works Director Kowar reviewed the 2015 Utility Rate Increases and 2015 -2019 Rate Plan Projections.

2013, 2014, and 2015 Impacts:

- Increase in project construction costs
- Better loan interest rate and issuance costs
- Timing of project cash flow requirements
- 2013 Flood related impacts
- Updated Tap Fee revenues and projections
- Updated to reflect approved 2015-2019 Operations & Capital Improvements Budget

2015 Rate Increase Recommendations:

- Implement Cost of Service Adjustments for Residential &Non-Residential for Water & Wastewater Rates.
- Increase Wastewater (27%) rates.
- Implement Residential Average Winter Consumption (**AWC**) Sewer Rate Structure.

2013 Study Recommendations Cost of Service Adjustment:

- Residential Water increases by 32%.
- Non-Residential Water decreases by 27%.
- Residential Wastewater decreases by 13%.
- Non-Residential Wastewater increases by 57%.

2013 Study vs 2014 Update – Utility Rate Increase Review:
Rate increases from the 2013 Utility Rate Study compared with the current update:

Utility	Proposed Rate Revenue Increase				
	2015	2016	2017	2018	2019
Water	0%	11%	11%	0%	0%
Wastewater	0%	20%	4%	0%	0%
Stormwater	0%	12%	1%	0%	0%

Recommended Rate Increases: Average Monthly Bill and Rate Increase Impact for Residential Customers:

	2014	2015	2016	2017	2018	2019
Water	$12.32	$16.31	$18.10	$20.10	$20.10	$20.10
Sewer	$20.69	$22.00	$26.40	$27.45	$27.45	$27.45
Storm	$4.23	$4.23	$4.74	$4.78	$4.78	$4.78
Total Bill	$37.24	$42.54	$49.24	$52.33	$52.33	$52.42
$ Change	-	$5.30	$6.70	$3.09	$0.00	$0.09
% Change	-	14.2%	15.7%	6.3%	0.0%	0.2%

COUNCIL QUESTIONS AND COMMENTS

Council member Stolzmann stated there are a lot of ways to charge rates, such as fixed costs and water budget, but the question is what would be fair and equitable.

Council member Keany stated his understanding the increases would be spread out over the next three years.

Council member Lipton commented on Table 1 with respect to aligning utility rates with cost of service recommendations.

Council member Leh inquired whether the rates could be averaged out over the next five years as opposed to big increases in 2015 and 2016. Public Works Director Kowar explained they have tried to smooth out the rate increase over a three year period.

Council member Stolzmann addressed the water rate and stated the rate structures were set up for residents using a lot of water, but now the commercial water usage is down. Public Works Director Kowar explained it will readjust itself. Public Works Director Kowar explained further the goal is to review the Utility annually to ensure equitability and sustainability with utility rates. In the event a very large user impacted current rate structures the City would consider changes to realign cost of service impacts.

Council member Lipton felt the rate structures were asking a lot of the residents. He stated it is becoming more and more difficult to explain the water rate increases to the residents. He stated his preference to smooth out the utility rates even more.

Mayor Pro Tem Dalton disagreed and stated in looking at the tables, the rate increases are not a lot of money.

Council member Leh commented on the commercial rate structure and requested clarification. Public Works Director Kowar explained there is an historic rate structure for multi-family.

Council member Stolzmann commented on the sub-group for commercial. Public Work Director Kowar explained Council member Stolzmann's comments were very accurate and the demand curves for multifamily represented commercial more than residential.

Council member Lipton voiced his appreciation for Mayor Pro Tem Dalton's perspective, however was frustrated at having to explain to the residents how the models will have to be readjusted and felt he would just be changing the story. He wanted to smooth out the hurt of the cost of the utility bill.

PUBLIC COMMENTS

Tom Phare, 808 W. Mahogany Circle, Louisville, CO reported looking at all the data and the cost of service. He asked if the wastewater rates take the loan to the golf course into account.

Finance Director Watson confirmed the wastewater utility financial plan includes the loan to the golf course. He stressed the importance of collecting the amount of revenue from each fund as presented. The cost of service adjustment refers to who pays for each of those revenue amounts. He explained the revenue cannot be smoothed any further because the lenders will want to see a certain amount of revenue to ensure payment for the debt service on the loan.

Public Works Director Kowar reviewed the current utility bill for an average residential customer and the utility bill for reflecting the cost of service adjustment. He addressed the FEMA reimbursement for the flood damage as the current numbers do include financing for the new Intake Building. The City continues to pursue FEMA funding and just received a $300,000 grant for the Intake Building. Therefore staff does anticipate the cost covered by the City for the Intake Building will decrease, thus requiring less of a service adjustment in the future.

Finance Director Watson explained the City's financing model used to set rates is very reliant on tap fees and any downturn on development will affect this model. The loan agreement that will be presented on March 17 will include a maximum loan amount of $43 million with a maximum interest rate of 3.25%. The current utility rate model contains a $33 million loan at a rate of 2.25%.

Council member Keany stated his understanding the rate increases cannot be spread out over a period of more years because the revenue stream is needed to pay for the loans. Finance Director Watson confirmed the revenue increases, as presented, are needed for the loans.

Council member Stolzmann noted some capital projects can be delayed. Mayor Pro Tem Dalton agreed and stated the only project which could be moved out is the stormwater project.

Mayor Muckle felt something could be worked out to generate the money and slowly adjust the residential and non-residential rates to reach the total costs of service adjustment. He did not feel there was much difference in the models. He suggested increasing the rates earlier rather than later and looking at delaying some projects if necessary.

Mayor Pro Tem Dalton wanted to see a review of the utility rates annually.

Council member Stolzmann suggested the Water Committee meet quarterly to review and determine whether the utility rate is still on track and the necessary revenue is coming in.

Council member Leh noted low in-come residents will be affected by the utility rate increases and asked if there is a program or something the City can do to encourage non-profit organizations to help out. Finance Director Watson stated there are non-profit organizations such as Sister Carmen's who may help out. He noted the City gives grants every year to non-profits, such as Sister Carmen.

Public Works Director Kowar explained fixed income customers generally have low average winter consumption and would recognize a savings in sewer rates that would provide an offset to water rate increases.

Council member Lipton asked when the next time the water rates would be reviewed by the City Council. Mayor Muckle stated the City Council will review the water rates at their March 17th meeting.

Public Works Director Kowar agreed with Council that the Water Committee should review the utility rate structure. He explained every year during the budget process in October and November the water rates are reviewed.

City Manager Fleming inquired when the bids will come in for the Wastewater Project. Public Works Director Kowar stated the bids will come in April. The Water Committee will be asked to review and make a recommendation to the City Council.

COUNCIL DIRECTION: There was consensus for the Water Committee to review the utility rate increase at their April meeting and make a recommendation to the City Council. Staff was directed to present the Utility Rate Increase Plan for Council consideration at the March 17, 2015 City Council meeting.

ADJOURN

MOTION: Mayor Muckle moved for adjournment, seconded by Council member Keany. All were in favor. The meeting adjourned at 7:50 p.m.

_____
Robert P. Muckle, Mayor

_____
Nancy Varra, City Clerk

SUBJECT: **AWARD LANDSCAPE MAINTENANCE SERVICES CONTRACT**

DATE: **MARCH 17, 2015**

PRESENTED BY: **JOE STEVENS, PARKS AND RECREATION DEPARTMENT**

SUMMARY:
The City of Louisville's three year landscape maintenance services contract expired following the 2014 season. Staff evaluated, reprioritized, and reformatted the Landscape maintenance contractual services to comply with the City's 2015 Contract Manual.

An Invitation to Bid was published on February 2nd and February 9th in the Daily Camera. The bid opening occurred on February 23rd with the following three companies submitting bids:

COMPANY	ADDRESS	BID AMOUNT
Valleycrest Landscape Maintenance	7905 W. 120th Ave., Broomfield 80020	$99,469
Schultz Industries	13451 West 43rd Dr., Golden 80403	$100,333.31
Vargas Property Services	270 Interlocken Blvd., Broomfield 80021	$161,431.50

Bids were then scored using an evaluation criteria matrix based on:

1. Cost – rating range 0 (low) to 5 (high)
2. Demonstrated Experience in Quality of Service – rating range 0 to 5
3. Demonstrated Ability to Perform – rating range 0 to 5

Schultz Industries was $864.31 or less than 1% higher than the low bid from Valleycrest. Schultz has three years of experience providing quality landscape maintenance services for the City of Louisville, has an understanding and familiarity with the City and has consistently performed at a high level.

Based on the adopted budget and minor adjustments to the contract, staff is recommending a cost not-to-exceed $90,000.

Listed below shows the highest ranking companies first, based off of the cumulative scored results.

COMPANY	TOTAL BID SCORE
Schultz Industries	14
Valleycrest Landscape Maintenance	13
Vargas Property Services	11

Based on analysis of the total scores, staff recommends awarding the Landscape Maintenance Services Contract to Schultz Industries.

FISCAL IMPACT:
Total recommended contract amount is $90,000. Account identified to support recommendation is 028-751-53100-11.

RECOMMENDATION:
Staff recommends City Council award the Landscape Maintenance Services Contract to Schultz Industries in the amount of $90,000.

ATTACHMENT(S):
1. Agreement

AN AGREEMENT BY AND BETWEEN THE CITY OF LOUISVILLE, AND SCHULTZ INDUSTRIES, FOR LANDSCAPE MAINTENANCE SERVICES

1.0 PARTIES

The parties to this Agreement are the City of Louisville, a Colorado municipal corporation, hereinafter referred to as the "City", and Schultz Industries, hereinafter referred to as the "Contractor".

2.0 RECITALS AND PURPOSE

2.1 The City desires to engage the Contractor for the purpose of performing landscape maintenance services at all the locations listed on the attached Bid Schedule.

2.2 The Contractor represents that it has the special expertise and background necessary to provide the City with these services.

3.0 SCOPE OF SERVICES

The Contractor agrees to provide the City with the specific landscape maintenance services as awarded on the attached Bid Schedule and as set forth and described in the 2015 Contract Manual for Landscape Maintenance Services attached hereto and incorporated herein by reference.

4.0 COMPENSATION

4.1 After satisfactory performance of the landscape maintenance services contracted herein, the **City shall pay the Contractor for services under this Agreement a total not to exceed NINETY THOUSAND DOLLARS ($90,000)** according to the quantity price set forth in the Bidder's Bid Proposal Prices attached hereto and incorporated herein by this reference. Such amounts shall be inclusive of all costs of whatsoever nature associated with the Contractor's efforts, including but not limited to salaries, benefits, expenses, overhead, administration, and profits. The price of any additional landscape maintenance services which may be requested by the City and agreed to by the Contractor shall be calculated on the basis of time and material rate set forth in Exhibit "B" or unit pricing as set forth in the Bidder's Bid Proposal Prices attached hereto and incorporated herein by this reference. No hourly charges shall exceed the hourly rates identified in Exhibit "B". The scope of services and payment therefore shall only be changed by a properly authorized amendment to this Agreement. No City employee has the authority to bind the City with regard to any payment for any services which exceeds the amount payable under the terms of this Agreement.

4.2 The Contractor shall submit a monthly invoice to the City on or about the 15th day of each service month. The City shall pay the invoice by the 15th of the

following month. In the event of unsatisfactory work the remedies called out at Section 9.1 and 9.2 will apply and can be the basis for adjusting the amount of service fee paid by the City. If the City fails to pay the monthly service fee according to the terms and conditions of this agreement the Contractor may assess an interest charge of 1% per month on any outstanding balances due. The City, upon its request, may have access to back-up payroll documentation identifying the individual employee, date and hours worked and the hourly rate associated with the individual employee.

5.0 PROJECT REPRESENTATION

5.1 The individuals hereinafter named are the respective representatives of the parties who may be contacted for purposes of administering this Agreement. Either party may change its representative by notice in writing given to the other party. Any correspondence, notice or other communication when made in writing shall be delivered in person or deposited in the U.S. Mail, first class postage prepaid, and addressed hereinafter indicated.

5.2 The City designates Dean Johnson Jr., Parks Superintendent as the responsible City staff member to provide direction to the Contractor during the conduct of the project. The Contractor shall comply with the directions given by Dean Johnson.

Dean Johnson, Jr.
Parks Superintendent
City of Louisville
Department of Parks and Recreation
749 Main Street
Louisville, CO 80027
(303)335-4774

5.3 The Contractor designates JAKE SCRUBY as Contractor's representative, the City may rely upon the guidance, opinions and recommendations provided by the Contractor and its representatives. Should any of the representatives be replaced, particularly JAKE SCRUBY, and such replacement require the City to undertake additional reevaluations, coordination, orientations, etc., the Contractor shall be fully responsible for all such additional costs and services.

SCHULTZ INDUSTRIES
Contractor Name
13451 WEST 43rd DRIVE
Contractor Address
GOLDEN, CO 80403

Contractor Phone
(303) 420-7677

6.0 TERM

6.1 Unless sooner terminated pursuant to the provisions hereof, this Agreement and the Contractor's services under this Agreement shall commence March 30, 2015 and continue to October 12, 2015.

6.2 If the City makes any changes or alteration in its use of the premises where services are performed pursuant to this Agreement, or if the City substantially modifies the scope of services, then the City, upon thirty (30) days written notice to the Contractor, may increase/reduce the frequency, quantity, quality, or any portion of services required.

7.0 INSURANCE

7.1 The Contractor shall procure and maintain, and shall cause each subcontractor of the Contractor to procure and maintain, the minimum insurance coverage listed below. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor pursuant to this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured by the Contractor to maintain such continuous coverage.

7.1.1 Worker's Compensation insurance as required by the Labor Code of the State of Colorado and Employer's Liability Insurance with minimum limit of FIVE HUNDRED THOUSAND DOLLARS ($500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS ($500,000) disease - policy limit, and FIVE HUNDRED THOUSAND DOLLARS ($500,000) disease - each employee. Evidence of qualified self-insured status may be substituted for the Workmen's Compensation requirements of this paragraph.

7.1.2 General Liability insurance to cover all liability, claims, demands, and other obligations assumed by the Contractor herein with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000) each occurrence and TWO MILLION DOLLARS ($2,000,000) aggregate. The policy shall include the City of Louisville, its officers and its employees, as additional insured, with primary coverage as respects the City of Louisville, its officers and its employees, and shall contain a severability of interests provision.

7.1.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE HUNDRED FIFTY THOUSAND DOLLARS

($150,000) per person in any one occurrence and SIX HUNDRED THOUSAND DOLLARS ($600,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS ($50,000) per occurrence, with respect to each of Contractor's owned, hired or non-owned vehicles assigned to or used in performance of the services. The policy shall include the City of Louisville, its officers and its employees, as additional insured, with primary coverage as respects the City of Louisville, its officers and its employees, and shall contain a severability of interests provision. If the Contractor has no owned automobiles, the requirements of this paragraph shall be met by each employee of the Contractor providing services to the City of Louisville under this Agreement.

7.1.4 Excess liability, umbrella form, with an aggregate limit of ONE MILLION DOLLARS ($1,000,000).

7.2 A certificate of insurance shall be completed by the Contractor's insurance agent(s) as evidence that policies providing the required coverage, conditions and minimum limits are in full force and effect and shall be subject to review and approval by the City prior to commencement of any services under this Agreement.

7.3 The parties hereto understand and agree that the City is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently $150,000 per person and $600,000 per occurrence) or any other rights, immunities, and protection provided by the Colorado Governmental Immunity Act, 24-10-101 et seq., 10 C.R.S., as from time to time amended, or otherwise available to the City, its officers, or its employees.

8.0 INDEMNIFICATION

8.1 This Agreement shall bear all risks of loss, damage, theft or destruction of materials, equipment or supplies used in the performance of the work herein that is owned by the Contractor.

9.0 STANDARDS OF PERFORMANCE

9.1 All work shall be performed by this Agreement in a good and workmanlike manner and in accordance with all applicable specification. The Contractor shall provide regular and systematic inspections by the Contractor's supervisory personnel of all premises on which the services are to be provided to assure high quality work by the Contractor's employees. In the event that deficiencies are noted by the City, the Contractor agrees to remedy such deficiencies at no additional cost to the City within 24 hours after verbal notification of such deficiency or at such other time as the City and the Contractor may agree. Any verbal notification of deficiency will be confirmed

by a written notice of the same and mailed to the Contractor at the address provided herein or delivered to the Site Manager.

9.2 If the Contractor fails to remedy any deficiency as set forth in 9.1 above, he shall be in default of this Agreement. The City may, at its option, correct the deficiency, default or breach by any means available to it, and deduct the costs of such corrective action from the monies due the Contractor without terminating this Agreement, or terminate this Agreement as set forth in paragraph 14.

9.3 This Agreement provides for services on the following days of the week: Monday through Friday. The work herein shall be performed during the hours specified and established for the Contractor by the City.

9.4 Contractor shall supply all tools, equipment, materials and supplies required for the full and complete performance of all work and services.

9.5 Contractor shall not be responsible for failure to render service due to causes beyond its control, including, but not limited to fires, civil disobedience, riots, vandalism, acts of God and similar occurrences. Service shall be rendered as soon as possible after the cessation of such causes.

9.6 Contractor shall comply with all laws, ordinances, codes, and governmental requirements relating to health and safety standards.

10.0 SECURITY

10.1 At the request of the owner, the Contractor shall provide a personnel sheet on each employee of the Contractor who has occasion to enter any City facility in the performance of the work herein.

11.0 INDEPENDENT CONTRACTOR

The Contractor and any persons employed by Contractor for the performance of work hereunder shall be independent contractors and not agents of the City. Any provisions in this Agreement that may appear to give the City the right to direct Contractor, as to details of doing work or to exercise a measure of control over the work mean that Contractor shall follow the direction of the City as to end results of the work only. **As an independent contractor, Contractor is not entitled to worker's compensation benefits except as may be provided neither by the independent contractor nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the independent contractor or some other entity. The Contractor is obligated to pay all federal and state income tax on any monies earned or paid pursuant to this contract relationship**

12.0 ASSIGNMENT

Contractor shall not assign or delegate this Agreement or any portion thereof, or any monies due to or which become due hereunder without the City's prior written consent.

13.0 DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

14.0 TERMINATION

14.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the other party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14.2 In addition to the foregoing, this Agreement may be terminated by the City for its convenience and without cause of any nature by giving written notice at least seven (7) days in advance of the termination date. In the event of such termination, the Contractor will be paid for the reasonable value of the services rendered to the date of termination, not to exceed the total amount set forth in the attached Bid Schedule, and upon such payment, all obligations of the City to the Contractor under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

15.0 INSPECTION

The City and its duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor that are related to this Agreement for the purpose of making audit, examination, excerpts and transcriptions.

16.0 ENFORCEMENT

In the event that suit is brought upon this Agreement to enforce its terms, the prevailing party shall be entitled to its reasonable attorneys' fees and related court costs.

17.0 COMPLIANCE WITH LAWS

Contractor shall be solely responsible for compliance with all applicable federal, state and local laws, including the ordinances, resolutions, rules and regulations of the City of Louisville; for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals.

18.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. Only an instrument in writing signed by the parties may amend this Agreement.

Dated: _____, 20___

CITY OF LOUISVILLE, COLORADO
A Colorado Municipal Corporation

City of Louisville
749 Main Street
Louisville, CO 80027

By: _____
Robert P. Muckle, Mayor

Attest: _____
Nancy Varra, City Clerk

CONTRACTOR: SCHULTZ INDUSTRIES

By: _____

Attest: _____

SUBJECT: **AWARD BID FOR DATA NETWORK SWITCH**

DATE: **MARCH 17, 2015**

PRESENTED BY: **CHRIS J. NEVES, INFORMATION TECHNOLOGY**

SUMMARY:

The City released a Request for Proposals (RFP) on February 21, 2015 to replace the core network data switches across the City of Louisville data network.

Existing City network data switches are scheduled for replacement due to end-of-life and end of product support. In addition to upgrading the core data functionality and speed to the City network, staff is proposing new network switches capable of supporting voice traffic and quality of service (QoS) in preparation for the procurement of a new Voice-over-IP (VOIP) in 2015.

The City closed the RFP on March 2, 2015 and received bid responses from the following four vendors:

1. CDW Government LLC, Chicago, IL
   Proposed Solution: Hewlett-Packard (HP) 1 gigabit option only
   Proposed investment: $87,160.43
2. Prime Communications, Omaha, NE
   Proposed Solution: Extreme Networks 1 gigabit, optional 10 gigabit
   Proposed investment: $72,687.92
3. Centurylink Government, Denver, CO
   Proposed Solution: Adtran Networks 1/2.5 gigabit, optional 10 gigabit
   Proposed investment: $90,989.57
4. 24/7 Networks, Centennial, CO
   Proposed Solution: Cisco Systems 1 gigabit option only
   Proposed investment: $96,012.81

The bids proposed by CDWG and 24/7 Networks were for 1 gigabit network backbone only and were eliminated based on cost and functionality.

Staff reviewed solutions proposed by Centurylink and Prime Communications, who both proposed a 1 gigabit and a 10 gigabit option for the network backbone speeds.

Staff reviewed based upon functionality, cost, and configuration of both finalist bid proposals. Staff determined that the best network switch option for both cost and functionality is the Extreme Networks proposal from Prime Communications.

Estimated support and useful life of the new switches is 5 years. Capital replacement will be scheduled for fiscal year 2020.

Cost comparison for finalist bids:

	10GB Adtran Solution	10GB Extreme Solution
Hardware Cost	$73,886	$62,970
Maintenance Cost (annual)	$6,839	$1,970
Implementation Cost	$6,700	$6,000
Management Software	$3,565	$1,748
GRAND TOTAL	**$90,990**	**$72,688**

FISCAL IMPACT:
The 2015 Capital Projects Fund contains a total of $100,000 for the purchase and implementation of Network (Data) Switching, broken out as follows:
G/L # 042-110-55530-18 $50,000
G/L # 042-110-55530-22 $30,000
G/L # 042-110-55530-23 $20,000

One time cost will be **$72,688** and the annual support and maintenance will be approximately $3,718 ($1,970 + $1,748).

RECOMMENDATION:
Staff recommends awarding the Network Switch Upgrades RFP to Prime Communications. Staff also recommends moving forward with the procurement of the proposed Extreme Networking 10 gigabit solution.

ATTACHMENTS:
1. Network Switch Upgrades Request for Proposals (RFP)
2. Prime Communications Response to RFP

REQUEST FOR PROPOSALS FOR
Network Switch Upgrades

The City of Louisville is accepting proposals from qualified contractors ("contractor") to obtain pricing for furnishing all labor, materials, training, equipment, and support to the City for the implementation of a complete turn-key networking switch replacement.

The network is currently a variety of 3COM, Netgear, D-Link and Cisco SGE Layer-2 switches. All have come to "End of Life" and are due for replacement. Currently Routing and VLAN management is taking place on a Cisco 3800 Series router.

Please review the following pages for complete information on the request for proposal process.

Timeline of Activities and Proposal Format

- One (1) copy of each proposal shall be submitted per the RFP "Section 2: Scope of Work", and "Section 4: Required Submittals" in Microsoft Word or PDF format and emailed to chrisn@louisvilleco.gov prior to the bid close date/time.

- The City of Louisville will receive proposals in response to this RFP until 12:00pm, "our clock" on Monday March 2, 2015. Proposals received after that time will not be reviewed. Proposals must be emailed to chrisn@louisvilleco.gov with the email subject of the project name "Network Switch Upgrades RFP Response", and shall be addressed as follows:

  _____
  City of Louisville
  749 Main Street
  Louisville CO 80027
  Attn: Chris Neves, IT Director
  chrisn@louisvilleco.gov

- Anticipate final selection approximately March 3rd-9th, 2015

- Purchase Agreement/Contract signed by City Council approximately March 17th, 2015.

REQUEST FOR PROPOSALS FOR NETWORK SWITCH UPGRADES

Section 1. Summary of Request

Purpose – The City of Louisville is accepting proposals from qualified contractors to upgrade City network switches as defined in the scope of work.

Questions regarding the proposal can be directed to:

Chris J Neves, IT Director	
City of Louisville	303.335.4568
749 Main Street	chrisn@LouisvilleCO.gov
Louisville CO 80027	

Section 2. Scope of Work

The successful bidder's Scope of Work (Response) shall include the following:

A. Recommended switch & accessory make, model, price, warranty, extended warranty (if available) and all warranty/support options and costs listed by City facility. Accessories include, but not limited to; GBICs, redundant power supply, stacking cables, chassis, etc. Any annual support renewals should be listed and their timelines defined. Expected/guaranteed useful life of equipment and/or "End of Life" date, if announced, should also be included.

   The buildings currently serviced by the existing network switches and fiber network (see attached diagram for visual) are as follows:

   1. City Hall – 749 Main Street – 1st Floor MDF
      a. LAN Port Count: 192 ports
      b. DMZ Port Count: 24 ports
      c. GBICs:
         - 1 – Single Mode LC (1 to Memory Square)
         - 3 – Multi Mode LC (1 to Library, 1 to White House, 1 to Public Works)
      d. Port to Centurylink SIP over IAD hand-off
   2. Library – 951 Spruce Street – 1st Floor MDF
      a. LAN Port Count: 96 ports
      b. Patron Port Count: 96 ports
      c. GBICs:
         - 1 – Multi Mode LC (to City Hall)
   3. Public Works – 1600 Empire Street – 1st Floor MDF
      a. LAN Port Count: 48 ports
      b. GBICs:

- 1 – Multi Mode LC (to City Hall)
- 1 – Multi Mode LC (to WWTP)

4. Waste Water Treatment Plant (WWTP) 1601 Empire – 1st Floor MDF
    a. LAN Port Count: 24 ports
    b. GBICs:
        - 1 – Multi Mode LC (to Public Works)
5. Parks & Recreation – 717 Main Street – 1st Floor MDF
    a. LAN Port Count: 12 ports
    b. GBICs:
        - 1 – Multi Mode LC (to City Hall)
6. Memory Square – 801 Grant Street - 1st Floor MDF
    a. LAN Port Count: 12 ports
    b. GBICs:
        - 2 – Single Mode LC (in from City Hall, out to NWTP)
7. North Water Treatment Plant – 1955 N. Washington – 1st Floor MDF
    a. LAN Port Count: 24 ports
    b. GBICs:
        - 2 – Single Mode LC (in from Memory Square, out to Recreation Center)
8. Police Department – 992 W. Via Appia – Basement MDF
    a. LAN Port Count: 96 ports
    b. GBICs:
        - 2 – Single Mode LC (in from NWTP, out to Recreation Center)
9. Recreation Center – 900 W. Via Appia – 1st Floor MDF
    a. LAN Port Count: 48 ports
    b. GBICs:
        - 2 – Single Mode LC (in from Police, out to CCGC)
10. Coal Creek Golf Course (CCGC) – 585 W. Dillon Rd – 1st Floor MDF
    a. LAN Port Count: 24 ports
    b. GBICs:
        - 2 – Single Mode LC (in from Police, out to *new* City Shops)
11. City Shops (New Summer 2015) – 739 S. 104th Street – 1st Floor MDF
    a. LAN Port Count: 48 ports
    b. GBICs:
        - 1 – Single Mode LC (in from CCGC)
    c. Port to Centurylink SIP over IAD hand-off

B. Define (as optional) any additional management tools (software/hardware) to support, maintain and monitor the proposed enterprise switch infrastructure. If there are any physical/virtual hardware requirements to run the proposed management tool, they will need to be clearly identified. All ongoing maintenance, support and subscription costs need to be listed.

C. Configuration, design and implementation support estimates for labor and any other associated costs to perform the scope of the switch replacement and the

implementation should be defined. Estimates should include training and knowledge transfer to City Network Administration staff, configuration and implementation. Costs should be defined hourly, and can also be defined in in half and full day increments, or blocks of hours if discounts apply.

Miscellaneous City network information/assumptions for consideration:

- All VLANs segmentation and configuration must be operational and designed to networking best practices.
- Switches should be enterprise class.
- All switches will reside in standard rack mounted enclosures and will require hardware for mounting.
- Wiring within all the buildings is Cat 5e & 6.
- It is the intent of City IT to utilize a minimum of 100mbps links to the phones/desktops (1gbps preferred) and a minimum of 1gbps backhaul between City facilities (greater than 1gbps preferred). Contactors should clearly list options and prices for all GBIC speeds for backhaul between City facilities starting at 1gbps to 10gbps.
- Planned Voice-over-IP (VOIP) phone system will be Shoretel. Switches must support the passing of DHCP option 156 for phones. City intends to use separate voice VLANs for phones. All switches need to support Quality of Service (QoS) for voice.
- City is looking to source Layer-3 switching for routing purposes. Contactors should list routing protocols supported, and recommended protocols to allow for redundancy across the City fiber ring (see attached network map). Installation and design of network switches and system should follow industry best practices, allowing for redundancy/resiliency so a switch failure does not cause full network system outage.
- City uses PoE enabled Meraki Wireless Access Points (MR16 WAPs) and IP cameras requiring PoE, in addition to the Shoretel VOIP phones.
- The majority of workstations will pass through Shoretel phones to switch ports. All switches should support PoE.

Section 3. Standard Terms and Conditions

When preparing a proposal for submission in response to this RFP, contractors should be aware of the following terms and conditions which have been established by the City of Louisville:

- This request for proposals is not an offer to contract. The provisions in this RFP and any purchasing policies or procedures of the City are solely for the fiscal responsibility of the City, and confer no rights, duties or entitlements to any party submitting proposals. The City of Louisville reserves the right to reject any and all proposals, to consider alternatives, to waive any informalities and irregularities, and to re-solicit proposals.
- The City of Louisville reserves the right to conduct such investigations of and discussions with those who have submitted proposals or other entities as they deem necessary or appropriate to assist in the evaluation of any proposal or to secure maximum clarification and completeness of any proposal.
- The successful proposer shall be required to sign a contract with the City in a form provided by and acceptable to the City. The contractor shall be an independent contractor of the City.
- The City of Louisville assumes no responsibility for payment of any expenses incurred by any proponent as part of the RFP process.
- The following criteria will be used to evaluate all proposals:
    - The contractor's interest in the services which are the subject of this RFP, as well as their understanding of the scope of such services and the specific requirements of the City of Louisville.
    - The reputation, experience, and efficiency of the contractor.
    - The ability of the contractor to provide quality services within time and funding constraints.
    - The general organization of the proposal: Special consideration will be given to submittals which are appropriate, address the goals; and provide in a clear and concise format the requested information. Less is more.
    - The City prefers to work with local Colorado resellers who have local support resources.
    - Such other factors as the City determines are relevant to consideration of the best interests of the City.

Section 4. Required Submittals

- Provide the name, address, phone and email address of contractor. If an entity, provide the legal name of the entity and the names of the entity's principal(s) and all the entity's contact information that will be providing the services.

- Provide a review of your qualifications and briefly explain how you plan to complete the required tasks. Provide biographies/resumes of engineers who will be engaged in this project.
- Provide references for your work.
- Provide a completed version of the attached pre-contract certification and disclosure statements and return with your proposal.

Thank you, we look forward to reviewing your proposal.

City of Louisville Public Services Contract Addendum
Prohibition Against Employing Illegal Aliens

Prohibition Against Employing Illegal Aliens. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract.

Contractor will participate in either the E-verify program or the Department program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the public contract for services. Contractor is prohibited from using the E-verify program or the Department program procedures to undertake pre-employment screening of job applicants while this contract is being performed.

If Contractor obtains actual knowledge that a subcontractor performing work under this contract for services knowingly employs or contracts with an illegal alien, Contractor shall:

a. Notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

b. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this paragraph the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If Contractor violates a provision of this Contract required pursuant to C.R.S. § 8-17.5-102, City may terminate the contract for breach of contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the City.

Pre-Contract Certification in Compliance with C.R.S. Section 8-17.5-102(1)

The undersigned hereby certifies as follows:

That at the time of providing this certification, the undersigned does not knowingly employ or contract with an illegal alien; and that the undersigned will participate in the E-Verify program or the Department program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform under the public contract for services.

Proposer:
_____

By_____
Title:_____

_____
Date

DISCLOSURE STATEMENT

Vendor must disclose any possible conflict of interest with the City of Louisville including, but not limited to, any relationship with any City of Louisville elected official or employee. Your response must disclose if a known relationship exists between any principal of your firm and any City of Louisville elected official or employee. If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a contract as a result of your response. This form must be completed and returned in order for your proposal to be eligible for consideration.

NO KNOWN RELATIONSHIPS EXIST _____

RELATIONSHIP EXISTS (Please explain relationship)

_____

_____

I CERTIFY THAT:

1. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true as of the date; and

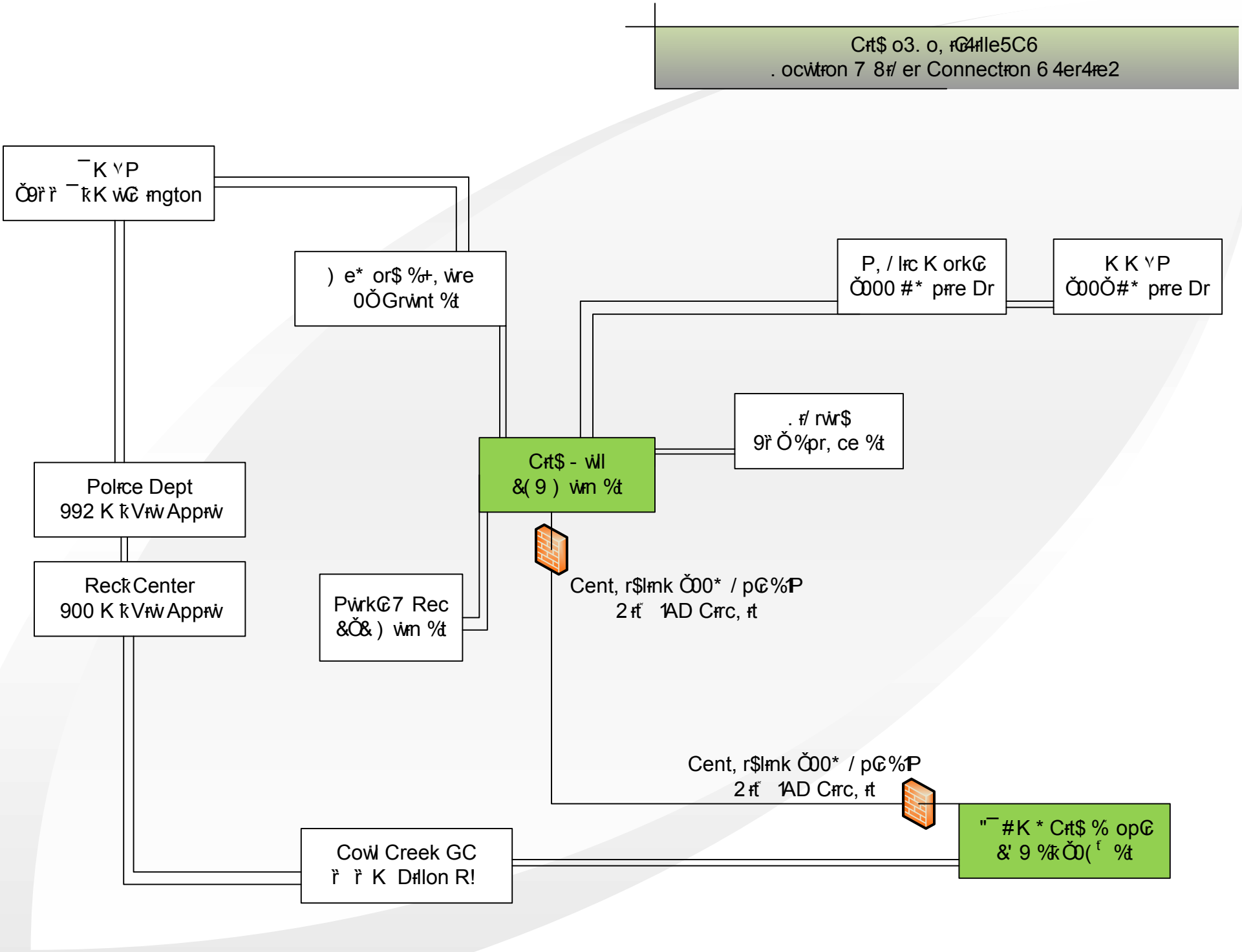
2. My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.
3.

_____ _____

Printed or Typed Name Title

_____

Signature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February 27th 2015

Bid Response for City of Louisville – Network Switch Upgrades

From: Prime Communications, John Cuccaro

191 University Blvd #145

Denver, CO 80206

Office: 720-636-4601

Fax: 402-289-4263

jcuccaro@primecominc.com

www.primecominc.com

Attn: Chris Neves

IT Director for City of Louisville

749 Main Street

Louisville CO 80027

RE: Prime Communications Response to City of Louisville for Network Switch Upgrades

Dear Chris,

On behalf of Prime Communications and Extreme Networks, Inc., it is our pleasure to present the enclosed response to the City of Louisville for the Network Switch Upgrades.

Prime Communications, Inc. is a national provider of Integrated Network Solutions. Founded in 2001 as a network infrastructure provider, our experience and technical expertise in network design and implementation has led us to become the world-class network infrastructure experts we are today. We provide enterprise network solutions to municipalities and local government markets as well as companies in the retail, financial, healthcare and commercial sectors. Over the years we have developed a very strong working relationship with Extreme Networks. This is a relationship based on trust, but founded on the quality, performance and price competitiveness of their products. Extreme Networks has proved to us that they are dedicated to providing the municipal government market with solutions which are reliable and provide the scalability that fast growing communities demand.

Extreme Networks' mission is to develop the best products, deliver award-winning customer service and simply be the company you want to do business with. With the recent acquisition of Enterasys Networks, the new Extreme Networks is one of the world's largest enterprise networking providers in the world. With over 30 years of experience supporting thousands of customers, the new Extreme Networks remains true to its customer-centric philosophy that **"There is nothing more important than our customers."**

The enclosed proposal includes Extreme Networks' most robust, focused, product feature set. Extreme Networks' products, combined with proven interoperability of a multi-vendor environment, long life cycles and ease of management, can deliver your user community the most flexible, reliable and comprehensive solution available in the industry.

One of Extreme Networks' key differentiators is customer support. Extreme's Global Technical Assistance Center (GTAC) is staffed by tenured Extreme Networks employees, who are available 24x7x365 to meet all of the City of Louisville's support needs. With the industry's broadest product portfolio, comprehensive service and support offerings, combined with best-in-class customer support, Extreme Networks is uniquely qualified to meet the evolving needs of City of Louisville.

The Extreme Networks solution, recommended by Prime Communications, meets and exceeds all of the City of Louisville's requirements.

We appreciate your consideration reviewing this response and look forward to a long, successful partnership between the City of Louisville, Prime Communications and Extreme Networks. Should any questions arise as a result of our submission, please feel free to contact me at either 720-636-4601 or jcuccaro@primecominc.com

Sincerely,

John Cuccaro,

Account Executive

Prime Communications

Here are some of our references:

- Bellevue Public Schools Bellevue, NE - Greg Boettger greg.boettger@bpsne.net
- Millard Public Schools Omaha, NE - John Fabry jtfabry@mpsomaha.org
- Norfolk Public School Norfolk, NE - Pat Wolf patwolf@npsne.org
- Boulder Valley School District Boulder, CO - Molly McLoughlin molly.mcloughlin@bvsd.org

Our Principals of Prime Communications are as follow:

- Brian Kenkel CEO
- Jaime Bumgardner COO
- Brett Dannatt CFO

Prime Communications Certifications:

Prime Communications will also be providing certified, CMP, project management personnel as well as certified Extreme Networks engineer. Each of these individual possess 15 plus years of experience installing and maintaining projects and networks of similar configurations and complexities as described
in the proposal. See attached Resumes.

Review of our qualifications and brief explanation of how we plan to complete the required tasks.

Prime Communications Inc. (PCI) has been an authorized dealer/installer of the Extreme Networks switch platform for over six years. During that time PCI has had the opportunity to design and deploy the Extreme Networks platform into over 150 installations across a variety of verticals including municipal government. These installations have ranged from simple designs involving a few switches to highly complex networks involving multiple agencies with carefully designed network architectures. PCI has dedicated resources that are trained and certified on the Extreme platform to ensure that our client's receive the highest quality installation and ongoing support and maintenance. Our relationship with this manufacturer is structured such that the City of Louisville is our client and we collectively work to make certain that the network is configured, installed and maintained at the highest levels. Because of this join commitment PCI is proud to be designated as a Diamond level dealer with Extreme Networks.

With regards to how PCI would approach the Network Switch Upgrade project it all starts with communication and planning. Based on the scope of work provided by the City of Louisville there are eleven (11) locations that are involved in the project. PCI would engage with the appropriate City personnel to determine the order in which these facilities will be converted and over what period of time. PCI has certified Project Managers on staff who will work with the City to determine schedules, key contacts, and other project details so that the roadmap for initiating and completing the project on time and on budget can be constructed. We feel strongly that every hour of planning saves three hours in the field. PCI will communicate with the City on a consistent and scheduled basis to provide progress reports through the course of the installation so that the City can more easily manage expectations and track the course of the project to an easy commissioning at the conclusion of the installation.

PROPOSAL

22145 W. Maple Road, PO Box 131
Elkhorn, NE, 68022
Phone 402-289-4126
Fax 402-289-4263

To: **City of Louisville**
Chris Neves
749 Main Street
Louisville, CO 80027
United States

Project: LAN replacment

Proposal Number: PCIQ6897-02

Date: 03/09/15

Scope of Work:

Prime Communications recommends Extreme Networks for the City of Louisville Colorado. Tier 1 switches that are durable, powerful, easy and cost effective.

Included support is 24/7 Access to tech support with next-business day advanced hardware replacement for the x460-G2 switches in the core. All other switches quoted come with a lifetime warranty. Lifetime Warranty details include 2nd business day hardware replacement and 8/5 access to technical support. Prime Communications has included optional spare equipment to use if needed, to reduce the overall annual support costs. Firmware is the same across all XOS switch models so software support on all swiches is not required.

Regarding the multimode connections between buildings. Prime Communcations has built this quote to use 10gig optics, but there are certain requirements that have to be met in order to use 10gig on older OM1 Fiber. 1. The total fiber distance can not exceed 220 meters or approximately 720 feet. 2. The fiber must also still pass OM1 certification. Prime recommends having the fiber links tested prior to the isntallation to determine the usability of 10gig over these links. Optional line items are on the quote, but not included in the grand total for 1gig optics in the event the fiber is not suitable for 10Gigabit connectivity.

Scope of Work:
Initial design conversations will include VLAN scoping, and design. Inital configurations

will be done remotely with assistance from Prime Communications network engineers. Design and implementation details and associated timelines will be put into a implementation document to be followed during the cutover to the new Extreme solution.

During the cutover phase of the project Prime network engineers will be available for remote assistance to troubleshoot any issues that arise during the implementation phase of the project.

Line	Qty	Description	Unit Price	Ext. Price
1		Section 2.A.1 City Hall		
2		**The Core of the Network witl be two 460-G2 switches with Licensing for Core Networking.**		
3	2	Summit X460-G2 48 10/100/1000BASE-T PoE+, 4 1000/10GBaseX unpop'd SFP+ ports, Rear VIM Slot (unpop'd), Rear Timing Slot (unpop'd), 2 unpop'd PSU slots, fan module slot (unpop'd), ExtremeXOS Edge license	$3,543.75	$7,087.50
4	2	1100W AC Power Supply Module - front to back airflow	$479.06	$958.12
5	6	FAN Module for Summit X470 Series Switches - front to back airflow	$129.06	$774.36
6	2	ExtremeXOS Advanced Core License upgrade from Edge License for Summit X460 series switches	$1,310.31	$2,620.62
7	2	Optional Virtual Interface Module for the rear of the X460-G2 providing 2 ports of Extreme's SummitStack	$260.31	$520.62
8	4	Pwr Cord,10A,NEMA 5-15P,IEC320-C13	$6.56	$26.24
9	3	SummitStack/UniStack Stacking cable, 0.5M	$85.31	$255.93
10	1	SummitStack/UniStack Stacking cable, 1.5M	$129.06	$129.06
11	2	440-48 10/100/1000BASE-T PoE-plus, 4 1000BASE-X unpopulated SFP (4 SFP ports shared with 10/100/1000BASE-T ports), SummitStack Stacking ports, 1 AC PSU, ExtremeXOS Edge license, connector for external power supply	$1,966.56	$3,933.12
12	1	440-24 10/100/1000BASE-T, 4 1000BASE-X unpopulated SFP (4 SFP ports shared with 10/100/1000BASE-T ports), Summit Stack Stacking ports, 1 AC PSU, ExtremeXOS Edge license, connector for external power supply	$697.81	$697.81
13	1	10 Gigabit Ethernet SFP+ module, 1310nm, SMF 10km link, LC connector	$872.81	$872.81
14	1	10 Gigabit Ethernet SFP+ module, 1310nm, MMF 220m link, LC connector	$765.63	$765.63
15	2	1000BASE-SX SFP, MMF 220 & 550 meters, LC connector, Industrial Temp	$216.56	$433.12
16		SubTotal		$19,074.94
17		**Optional 1 gig if fiber length exceeds 220m**		
18	1	1000BASE-SX SFP, MMF 220 & 550 meters, LC connector, Industrial Temp (Optional)	$216.56	$216.56
19		SubTotal		$0.00

This is a confidential and proprietary document of Prime Communications, Inc. In receipt of this document the recipient agrees not to reproduce or transmit this document or the information contained here.

Line	Qty	Description	Unit Price	Ext. Price
20				
21		**Section 2.A.2 Library**		
22	4	460-48 10/100/1000BASE-T PoE-plus, 4 1000BASE-X unpopulated SFP (4 SFP ports shared with 10/100/1000BASE-T ports), SummitStack Stacking ports, 1 AC PSU, ExtremeXOS Edge license, connector for external power supply	$1,966.56	$7,866.24
23	4	SummitStack/UniStack Stacking cable, 0.5M	$85.31	$341.24
24	4	Pwr Cord,10A,NEMA 5-15P,IEC320-C13	$6.56	$26.24
25	1	10 Gigabit Ethernet SFP+ module, 1310nm, MMF 220m link, LC connector	$765.63	$765.63
26		SubTotal		$8,999.35
27		**Optional 1 gig if fiber length exceeds 220m**		
28	1	1000BASE-SX SFP, MMF 220 & 550 meters, LC connector, Industrial Temp (Optional)	$216.56	$216.56
29		SubTotal		$0.00
30				
31		**Section 2.A.3 Public Works**		
32	1	460-48 10/100/1000BASE-T PoE, 4 100/1000BASE-X unpopulated SFP, XGM3 slot, Stacking module slot, AC PSU with one unpopulated PSU slot, Fan module, ExtremeXOS Edge license	$2,623.25	$2,623.25
33	1	Option card, two unpopulated 10 Gigabit SFP+ slots, compatible with Summit X460	$490.44	$490.44
34	1	Pwr Cord,10A,NEMA 5-15P,IEC320-C13	$6.56	$6.56
35	2	1000BASE-SX SFP, MMF 220 & 550 meters, LC connector, Industrial Temp	$216.56	$433.12
36		SubTotal		$3,553.37
37				
38		**Section 2.A.4 Waste Water Treatment Plant**		
39	1	24 10/100/1000BASE-T PoE-plus, 4 1000BASE-X unpopulated SFP (4 SFP ports shared with 10/100/1000BASE-T ports), Summit Stack Stacking ports, 1 AC PSU, ExtremeXOS Edge license, connector for external power supply	$1,135.31	$1,135.31
40	1	Pwr Cord,10A,NEMA 5-15P,IEC320-C13	$6.56	$6.56
41	1	1000BASE-SX SFP, MMF 220 & 550 meters, LC connector, Industrial Temp	$216.56	$216.56
42		SubTotal		$1,358.43

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Line	Qty	Description	Unit Price	Ext. Price
43				
44		**Section 2.A.5 Parks and Rec**		
45	1	24 10/100/1000BASE-T PoE-plus, 4 1000BASE-X unpopulated SFP (4 SFP ports shared with 10/100/1000BASE-T ports), Summit Stack Stacking ports, 1 AC PSU, ExtremeXOS Edge license, connector for external power supply	$1,135.31	$1,135.31
46	1	Pwr Cord,10A,NEMA 5-15P,IEC320-C13	$6.56	$6.56
47	1	1000BASE-SX SFP, MMF 220 & 550 meters, LC connector, Industrial Temp	$216.56	$216.56
48		SubTotal		$1,358.43
49				
50		**Section 2.A.6 Memory Square**		
51	1	460-24 10/100/1000BASE-T PoE-plus, 8 100/1000BASE-X unpopulated SFP (4 SFP ports shared with 10/100/1000BASE-T ports), XGM3 slot, Stacking module slot, 750W AC PoE PSU with one unpopulated PSU slot, Fan Module, ExtremeXOS Edge License	$1,704.50	$1,704.50
52	1	Option card, two unpopulated 10 Gigabit SFP+ slots, compatible with Summit X460	$490.44	$490.44
53	2	10 Gigabit Ethernet SFP+ module, 1310nm, SMF 10km link, LC connector	$872.81	$1,745.62
54	1	Pwr Cord,10A,NEMA 5-15P,IEC320-C13	$6.56	$6.56
55		SubTotal		$3,947.12
56				
57		**Section 2.A.7 North Water Treatment Plant**		
58	1	460-24 10/100/1000BASE-T PoE-plus, 8 100/1000BASE-X unpopulated SFP (4 SFP ports shared with 10/100/1000BASE-T ports), XGM3 slot, Stacking module slot, 750W AC PoE PSU with one unpopulated PSU slot, Fan Module, ExtremeXOS Edge License	$1,704.50	$1,704.50
59	1	Option card, two unpopulated 10 Gigabit SFP+ slots, compatible with Summit X460	$490.44	$490.44
60	2	10 Gigabit Ethernet SFP+ module, 1310nm, SMF 10km link, LC connector	$872.81	$1,745.62
61	1	Pwr Cord,10A,NEMA 5-15P,IEC320-C13	$6.56	$6.56
62		SubTotal		$3,947.12
63				
64		**Section 2.A.8 Police Dept**		
65	2	460-48 10/100/1000BASE-T PoE, 4 100/1000BASE-X unpopulated SFP, XGM3 slot, Stacking module slot, AC PSU with one unpopulated PSU slot,	$2,623.25	$5,246.50

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Line	Qty	Description	Unit Price	Ext. Price
		Fan module, ExtremeXOS Edge license		
66	1	Option card, two unpopulated 10 Gigabit SFP+ slots, compatible with Summit X460	$490.44	$490.44
67	2	SummitStack module for Summit X460	$129.50	$259.00
68	2	10 Gigabit Ethernet SFP+ module, 1310nm, SMF 10km link, LC connector	$872.81	$1,745.62
69	2	SummitStack/UniStack Stacking cable, 0.5M	$85.31	$170.62
70	2	Pwr Cord,10A,NEMA 5-15P,IEC320-C13	$6.56	$13.12
71		SubTotal		$7,925.30
72				
73		**Section 2.A.9 Rec Center**		
74	1	460-48 10/100/1000BASE-T PoE, 4 100/1000BASE-X unpopulated SFP, XGM3 slot, Stacking module slot, AC PSU with one unpopulated PSU slot, Fan module, ExtremeXOS Edge license	$2,623.25	$2,623.25
75	1	Option card, two unpopulated 10 Gigabit SFP+ slots, compatible with Summit X460	$490.44	$490.44
76	2	10 Gigabit Ethernet SFP+ module, 1310nm, SMF 10km link, LC connector	$872.81	$1,745.62
77	1	Pwr Cord,10A,NEMA 5-15P,IEC320-C13	$6.56	$6.56
78		SubTotal		$4,865.87
79				
80		**Section 2.A.10 Coal Creek Glof Course (CCGC)**		
81	1	460-24 10/100/1000BASE-T PoE-plus, 8 100/1000BASE-X unpopulated SFP (4 SFP ports shared with 10/100/1000BASE-T ports), XGM3 slot, Stacking module slot, 750W AC PoE PSU with one unpopulated PSU slot, Fan Module, ExtremeXOS Edge License	$1,704.50	$1,704.50
82	1	Option card, two unpopulated 10 Gigabit SFP+ slots, compatible with Summit X460	$490.44	$490.44
83	2	10 Gigabit Ethernet SFP+ module, 1310nm, SMF 10km link, LC connector	$872.81	$1,745.62
84	1	Pwr Cord,10A,NEMA 5-15P,IEC320-C13	$6.56	$6.56
85		SubTotal		$3,947.12
86				
87		**Section 2.A.11 City Shops**		

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Line	Qty	Description	Unit Price	Ext. Price
88	1	460-48 10/100/1000BASE-T PoE, 4 100/1000BASE-X unpopulated SFP, XGM3 slot, Stacking module slot, AC PSU with one unpopulated PSU slot, Fan module, ExtremeXOS Edge license	$2,623.25	$2,623.25
89	1	Option card, two unpopulated 10 Gigabit SFP+ slots, compatible with Summit X460	$490.44	$490.44
90	1	10 Gigabit Ethernet SFP+ module, 1310nm, SMF 10km link, LC connector	$872.81	$872.81
91	1	Pwr Cord,10A,NEMA 5-15P,IEC320-C13	$6.56	$6.56
92		SubTotal		$3,993.06
93				
94		**Section 2.B**		
95	1	Base NMS for up to 25 devices and up to 250 thin APs (includes Console with 3 concurrent users plus Wireless Manager, PM and IM)	$1,747.81	$1,747.81
96		**These are the hardware requirements for the NetSight Server NetSight Server - Minimum - 32-bit Windows 7; Dual-Core 2.4 GHz Processor, 2 GB RAM, 10 GB Free Disk Space**		
97		SubTotal		$1,747.81
98				
99		**Support for Core x460-G2 switches with NBD hardware replacement, all other switches fall under lifetime warranty that comes with 2nd business day hardware replacement.**		
100	2	EW NBD AHR 16704	$405.00	$810.00
101	2	EW Software and TAC-X460CORE	$190.00	$380.00
102	1	EW Software Subscription-S20177	$780.00	$780.00
103		SubTotal		$1,970.00
104				
105		**All Switches have a lifetime warranty - Recommended Spare (not included in the quote)**		
106	1	48 10/100/1000BASE-T PoE, 4 100/1000BASE-X unpopulated SFP, XGM3 slot, Stacking module slot, AC PSU with one unpopulated PSU slot, Fan module, ExtremeXOS Edge license (Optional)	$2,623.25	$2,623.25
107	1	10 Gigabit Ethernet SFP+ module, 1310nm, SMF 10km link, LC connector (Optional)	$872.81	$872.81

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Line	Qty	Description	Unit Price	Ext. Price
108	1	10 Gigabit Ethernet SFP+ module, 1310nm, MMF 220m link, LC connector (Optional)	$765.63	$765.63
109	1	1000BASE-SX SFP, MMF 220 & 550 meters, LC connector, Industrial Temp (Optional)	$216.56	$216.56
110		SubTotal		$0.00
111				
112		**Section 2.C Labor Estimate is a block of time that includes any travel/perdium and expences and it is ment to be a turnkey solution with what is known from the RFP**		
115		SubTotal		$6,000.00

Material SubTotal	$66,687.92
Labor, Mileage, Warranty, Shipping & Misc.	$6,000.00
SubTotal	$72,687.92
Tax	$0.00
Total	**$72,687.92**

Exclusions / Assumptions

No Sales Tax
No Shipping
No Patch Cords
No Fiber Patch Cords

Payment Terms Net 30. Material is

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Line	Qty	Description	Unit Price	Ext. Price
		invoiced upon receipt. Labor will be invoiced monthly		

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DISCLOSURE STATEMENT

Vendor must disclose any possible conflict of interest with the City of Louisville including, but not limited to, any relationship with any City of Louisville elected official or employee. Your response must disclose if a known relationship exists between any principal of your firm and any City of Louisville elected official or employee. If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a contract as a result of your response. This form must be completed and returned in order for your proposal to be eligible for consideration.

NO KNOWN RELATIONSHIPS EXIST ✓

RELATIONSHIP EXISTS (Please explain relationship)

N/A

I CERTIFY THAT:

1. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true as of the date; and

2. My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

3. Brett Dannatt — CFO

Printed or Typed Name — Title

Brett Dannatt

Signature

Pre-Contract Certification in Compliance with C.R.S. Section 8-17.5-102(1)

The undersigned hereby certifies as follows:

That at the time of providing this certification, the undersigned does not knowingly employ or contract with an illegal alien; and that the undersigned will participate in the E-Verify program or the Department program, as defined in C.R.S. § § 8-17.5-101(3.3) and 8-17.5-101(3.7), respectively, in order to confirm the employment eligibility of all employees who are newly hired for employment to perform under the public contract for services.

Proposer:
Prime Communications, Inc.

By Brad Dannatt
Title: CFO

2-27-15
Date

DATA SHEET

Summit X460-G2 Series

SCALABLE ADVANCED AGGREGATION SWITCH WITH EXTREMEXOS MODULAR OPERATING SYSTEM

PERFORMANCE

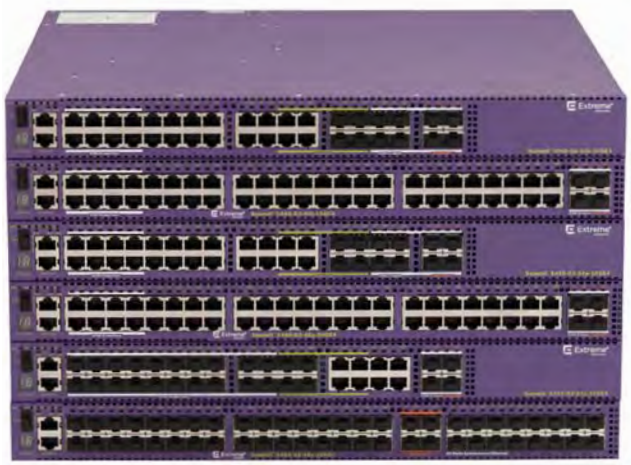
- 48-port or 28-port GbE models
- 4 ports of SFP+ 10GbE or 4 ports of SFP 1GbE on front faceplate
- All configurations Non-blocking full duplex
- Copper, Fiber, and PoE-Plus models
- Optional two-port 10 GbE fiber and copper options to provide additional 10Gbps streams of uplink bandwidth
- Optional two-port 40 GbE to provide 80 Gbps uplinks or SummitStack-V160 stacking
- 40 Gbps stacking via front-panel 10Gb Ethernet ports or optional SummitStack

FORM FACTOR

- 1 RU w/ 1 expansion slot for additional interface ports and 1 expansion slot for timing options

FEATURES

- Front-to-Back or Back-to-Front airflow
- SyncE G.8232 and IEEE 1588 PTP Timing
- 850W of PoE-Plus budget with 1 PSU
- 1668W of PoE-Plus budget with 2 PSUs
- Y.1731 OAM Measurements in hardware for accuracy
- Energy Efficient Ethernet - IEEE 802.3az



The Summit® X460-G2 series is based on Extreme Networks® revolutionary ExtremeXOS®, a highly resilient OS that provides continuous uptime, manageability and operational efficiency. Each switch offers the same high-performance, non-blocking hardware technology, in the Extreme Networks tradition of simplifying network deployments through the use of common hardware and software throughout the network.

The Summit X460-G2 switches are effective campus edge switches that support Energy Efficient Ethernet (EEE – IEEE 802.3az) with IEEE 802.3at PoE-plus and can also serve as aggregation switches for traditional enterprise networks. The Summit X460-G2 series is also an option for DSLAM or CMTS aggregation, or for active Ethernet access.

The Summit X460-G2 can also be used as a top-of-rack switch for many data center environments with features such as high-density Gigabit Ethernet for concentrated data center environments; XNV™ (ExtremeXOS Network Virtualization) for centralized network-based Virtual Machine (VM) inventory, VM location history and VM provisioning; Direct Attach™ to offload VM switching from servers, thereby improving performance; high-capacity Layer 2/Layer 3 scalability for highly virtualized data centers; and intra-rack and cross-rack stacking with industry-leading flexibility.

Comprehensive Security Management

- User policy and host integrity enforcement, and identity management
- Universal Port Dynamic Security Profiles to provide fine granular security policies in the network
- Threat detection and response instrumentation to react to network intrusion with CLEAR-Flow Security Rules Engine
- Denial of Service (DoS) protection and IP security against man-in-the-middle and DoS attacks to harden the network infrastructure

Flexible Port Configuration

Summit X460-G2 offers flexible port configurations. For Summit X460-G2 24 port copper models with 10Gb uplinks with four dedicated Gigabit Ethernet fiber ports and four shared Gigabit Ethernet fiber ports, the switch can have up to 8 fiber GbE ports, while still providing 20 Gigabit Ethernet copper ports (PoE-plus or non-PoE). The Summit X460-G2 24 port copper models with 1Gb uplinks can provide up to 12 SFP ports with 20 Gigabit Ethernet ports or eight SFP ports with 24 copper GbE ports.

All models come equipped with either 4 ports of SFP+ 10 GbE or 4 ports of SFP 1GbE resident on the faceplate of each model. Through an optional VIM slot, Summit X460-G2 switches can be equipped with an additional 2 ports of 10 GbE for a total of six 10 Gigabit Ethernet ports on the 10Gb uplink models.

As another option, each unit can be equipped with 2 ports of QSFP+ 40 Gigabit Ethernet for uplinks or stacking.

High-Performance Stacking

Up to eight Summit X460-G2 switches can be stacked using three different methods of stacking: SummitStack, SummitStack-V, and SummitStack-V160.

SUMMITSTACK — STACKING USING COPPER CX4 CONNECTIONS

The Summit X460-G2 supports SummitStack by using the Summit X460-G2-VIM-2ss module, which offers high-speed 40 Gbps stacking performance and provides compatibility with the Summit X440, X460, X460-G2 and X480 stackable switches running the same version of ExtremeXOS.

SUMMITSTACK-V — FLEXIBLE STACKING OVER 10GbE

ExtremeXOS supports the SummitStack-V capability using 2 of the native 10 GbE ports on the faceplate as stacking ports, enabling the use of standard cabling and optics technologies used for 10 GbE SFP+, SummitStack-V provides long-distance 40 Gbps stacking connectivity of up to 40 km while reducing the cable complexity of implementing a stacking solution. SummitStack-V is compatible with Summit X440, X460, X460-G2, X480, X670, X670V, X670-G2 and X770 switches running the same version of ExtremeXOS. SummitStack-V enabled 10 GbE ports must be physically direct-connected.

Note: Stacking will NOT be supported on the 10GbE fiber VIM and the 10GbE copper VIM with initial X460-G2 shipments.

Note: SummitStack-V is NOT supported on the 1GbE (SFP) front panel faceplate ports of non-10Gb X460-G2 models.

SUMMITSTACK-V160 — FLEXIBLE STACKING OVER 40GbE

The Summit X460-G2 also supports high-speed 160 Gbps stacking, which is ideal for demanding applications where a high volume of traffic traverses through the stacking links, yet bandwidth is not compromised through stacking.

SummitStack-V160 can support passive copper cable (up to 3m), active multi-mode fiber cable (up to 100m), and QSFP+ optical transceivers for 40 GbE up to 10km. With SummitStack-V160, the Summit X460-G2 provides a flexible stacking solution inside the data center or central office to create a virtualized switching infrastructure across rows of racks. SummitStack-V160 is compatible with Summit X460-G2, X480, X670V, X670-G2 and X770 switches running the same version of ExtremeXOS.

Intelligent Switching and MPLS/H-VPLS Support

Summit X460-G2 supports sophisticated and intelligent Layer 2 switching, as well as Layer 3 IPv4/IPv6 routing including policy-based switching/routing, Provider Bridges, bidirectional ingress and egress Access Control Lists, and bandwidth control by 8 Kbps granularity both for ingress and egress.

To provide scalable network architectures used mainly for Carrier Ethernet network deployment, Summit X460-G2 supports MPLS LSP-based Layer 3 forwarding and Hierarchical VPLS (H-VPLS) for transparent LAN services. With H-VPLS, transparent Layer 3 networks can be extended throughout the Layer 3 network cloud by using a VPLS tunnel between the regional transparent LAN services typically built by Provider Bridges (IEEE 802.1ad) technology

IEEE 802.3at PoE-plus

IEEE 802.3af Power over Ethernet has been widely used in the campus enterprise edge network for Ethernet-powered devices such as wireless access points, Voice over IP phones, and security cameras. Ethernet port extenders such as Extreme Networks ReachNXT™ 100-8t can also utilize PoE, making installation and management easier and reducing maintenance costs. The newer IEEE 802.3at PoE-plus standard expands upon Power over Ethernet by increasing the power limit up to 30 watts, and by standardizing power negotiation by using LLDP. Summit X460-G2 supports IEEE 802.3at PoE-plus and supports standards-compliant PoE devices today and into the future.

1588 Precision Time Protocol (PTP)

Summit X460-G2 offers Boundary Clock (BC), Transparent Clock (TC), and Ordinary Clock (OC) for synchronizing phase and frequency and allowing the network and the connected devices to be synchronized down to microseconds of accuracy over Ethernet connection.

Audio Video Bridging (AVB)

The X460-G2 series supports IEEE 802.1 Audio Video Bridging to enable reliable, real-time audio/video transmission over Ethernet. AVB technology delivers the quality of service required for today's high-definition and time-sensitive multimedia streams.

Ordering Notes

The X460-G2 base switches do not ship with fan trays or power supplies. The fan tray and power supplies must be ordered separately as well as any of the optional VIMS. There is only one optional VIM slot on each X460-G2 switch. The optional Timing Module has a separate dedicated slot on the back of the X460-G2 switch.

Specifications

PERFORMANCE/SCALE

SWITCH MODEL	MAXIMUM ACTIVE GBE PORTS	MAXIMUM ACTIVE 10GBE PORTS	MAXIMUM ACTIVE 40GBE PORTS	AGGREGATED SWITCH BANDWIDTH	FRAME FORWARDING RATE
Summit X460-G2-24t-10GE4	28	6	2	296 Gbps	220.2 Mpps
Summit X460-G2-48t-10GE4	48	6	2	336 Gbps	250 Mpps
Summit X460-G2-24x-10GE4	28	6	2	296 Gbps	220.2 Mpps
Summit X460-G2-48x-10GE4	48	6	2	336 Gbps	250 Mpps
Summit X460-G2-24p-10GE4	28	6	2	296 Gbps	220.2 Mpps
Summit X460-G2-48p-10GE4	48	6	2	336 Gbps	250 Mpps
Summit X460-G2-24t-GE4	32	2	2	220 Gbps	163.7 Mpps
Summit X460-G2-48t-GE4	48	2	2	260 Gbps	193.4 Mpps
Summit X460-G2-24p-GE4	32	2	2	220 Gbps	163.7 Mpps
Summit X460-G2-48p-GE4	48	2	2	260 Gbps	193.4 Mpps

- Less than 4 microsecond latency (64-byte)
- Layer 2/MAC Addresses: 96K (98,304)
- IPv4 LPM Entries: 12K
- IPv6 LPM Entries: 6K
- 4096 VLAN/VMANs
- 9216 Byte Max Packet Size (Jumbo Frame)
- 128 load sharing trunks, up to 32 members per trunk
- 4,096 ingress bandwidth meters
- Ingress and egress bandwidth policing/rate limiting per flow/ACL
- 8 QoS egress queues/port
- Egress bandwidth rate shaping per egress queue and per port
- Rate Limiting Granularity: 8 Kbps
- All ports Full Duplex - half duplex operation is not supported

EXTERNAL PORTS

SWITCH HARDWARE	PORTS
Summit X460-G2-24t-10GE4	• 24 x 10/100/1000BASE-T (RJ-45) - 4 ports are combo ports • 8 x 100/1000BASE-X (SFP) unpopulated ports – 4 ports are combo ports • 4 x 10GBASE-X SFP+ (unpopulated ports) • 1 x Serial (console port RJ-45) • 1 x 10/100BASE-T out-of-band management port • 1 x USB port for external USB flash
Summit X460-G2-48t-10GE4	• 48 x 10/100/1000BASE-T (RJ-45) • 4 x 10GBASE-X SFP+ (unpopulated ports) • 1 x Serial (console port RJ-45) • 1 x 10/100BASE-T out-of-band management port • 1 x USB port for external USB flash

SWITCH HARDWARE	PORTS
Summit X460-G2-24x-10GE4	• 24 x 100/1000BASE-X (SFP) unpopulated ports – 4 ports are combo ports • 8 x 10/100/1000BASE-T (RJ-45) - 4 ports are combo ports • 4 x 10GBASE-X SFP+ (unpopulated ports) • 1 x Serial (console port RJ-45) • 1 x 10/100BASE-T out-of-band management port • 1 x USB port for external USB flash
Summit X460-G2-48x-10GE4	• 48 x 100/1000BASE-X (SFP) unpopulated ports • 4 x 10GBASE-X SFP+ (unpopulated ports) • 1 x Serial (console port RJ-45) • 1 x 10/100BASE-T out-of-band management port • 1 x USB port for external USB flash
Summit X460-G2-24p-10GE4	• 24 x 10/100/1000BASE-T PoE-Plus - 4 ports are combo ports • 8 x 100/1000BASE-X (SFP) unpopulated ports – 4 ports are combo ports • 4 x 10GBASE-X SFP+ (unpopulated ports) • 1 x Serial (console port RJ-45) • 1 x 10/100BASE-T out-of-band management port • 1 x USB port for external USB flash
Summit X460-G2-48p-10GE4	• 48 x 10/100/1000BASE-T PoE-Plus • 4 x 10GBASE-X SFP+ (unpopulated ports) • 1 x Serial (console port RJ-45) • 1 x 10/100BASE-T out-of-band management port • 1 x USB port for external USB flash
Summit X460-G2-24t-GE4	• 24 x 10/100/1000BASE-T (RJ-45) - 4 ports are combo ports • 8 x 100/1000BASE-X (SFP) unpopulated ports – 4 ports are combo ports • 4 1GBASE-X SFP (unpopulated ports) • 1 x Serial (console port RJ-45) • 1 x 10/100BASE-T out-of-band management port • 1 x USB port for external USB flash
Summit X460-G2-48t-GE4	• 48 x 10/100/1000BASE-T (RJ-45) • 4 x 1GBASE-X SFP (unpopulated ports) • 1 x Serial (console port RJ-45) • 1 x 10/100BASE-T out-of-band management port • 1 x USB port for external USB flash
Summit X460-G2-24p-GE4	• 24 x 10/100/1000BASE-T PoE-Plus - 4 ports are combo ports • 8 x 100/1000BASE-X (SFP) unpopulated ports – 4 ports are combo ports • 4 1GBASE-X SFP (unpopulated ports) • 1 x Serial (console port RJ-45) • 1 x 10/100BASE-T out-of-band management port • 1 x USB port for external USB flash
Summit X460-G2-48p-GE4	• 48 x 10/100/1000BASE-T PoE-Plus • 4 x 1GBASE-X SFP (unpopulated ports) • 1 x Serial (console port RJ-45) • 1 x 10/100BASE-T out-of-band management port • 1 x USB port for external USB flash
Summit X460-G2 VIM-2x	• 2 x 10GBASE-X SFP+ (unpopulated ports)
Summit X460-G2 VIM-2t	• 2 x 10GBASE-T Ports
Summit X460-G2 VIM-2ss	• 2 x Summit Stack (CX4) Ports
Summit X460-G2 VIM-2q	• 2 x 40GBASE-X QSFP+ (unpopulated ports)
Summit X460-G2 TM-CLK	• Clock Module for SyncE and 1588 with 2 mini-BNC connectors for 10MHz and 1PPS signals

PHYSICAL

SWITCH MODEL	WEIGHT	PHYSICAL DIMENSION
Summit X460-G2-24t-10GE4	12.9 lb (5.85 kg)	Height: 1 RU / 1.73 inches (4.4 cm) Width: 17.4 inches (44.1 cm) Depth: 17.0 inches (43.2 cm)
Summit X460-G2-48t-10GE4	13.3 lb (6.03 kg)	
Summit X460-G2-24x-10GE4	13.1 lb (5.94 kg)	
Summit X460-G2-48x-10GE4	14.1 lb (6.4 kg)	
Summit X460-G2-24t-GE4	12.9 lb (5.85 kg)	
Summit X460-G2-48t-GE4	13.3 lb (6.03 kg)	
Summit X460-G2-24p-10GE4	14.6 lb (6.62 kg)	Height: 1 RU / 1.73 inches (4.4 cm) Width: 17.4 inches (44.1 cm) Depth: 19.1 inches (48.5 cm)
Summit X460-G2-48p-10GE4	15.2 lb (6.9 kg)	
Summit X460-G2-24p-GE4	14.6 lb (6.62 kg)	
Summit X460-G2-48p-GE4	15.2 lb (6.9 kg)	
Summit X460-G2 VIM-2x	0.57 lb (0.26 kg)	Height: 1.4 inches (3.55 cm) Width: 3.4 inches (8.6 cm) Depth: 5.5 inches (13.9 cm)
Summit X460-G2 VIM-2t	0.57 lb (0.26 kg)	Height: 1.4 inches (3.55 cm) Width: 3.4 inches (8.6 cm) Depth: 5.5 inches (13.9 cm)
Summit X460-G2 VIM-2ss	0.57 lb (0.26 kg)	Height: 1.4 inches (3.55 cm) Width: 3.4 inches (8.6 cm) Depth: 5.5 inches (13.9 cm)
Summit X460-G2 VIM-2q	0.57 lb (0.26 kg)	Height: 1.4 inches (3.55 cm) Width: 3.4 inches (8.6 cm) Depth: 5.5 inches (13.9 cm)
Summit X460-G2 TM-CLK	0.19 lb (0.08 kg)	Height: 1.4 inches (3.55 cm) Width: 0.9 inches (2.29 cm) Depth: 6.3 inches (16.0 cm)
Summit X460-G2 Front-to-Back fan module	1.0 lb (0.46 kg)	Height: 1.59 inches (4.04 cm) Width: 4.8 inches (12.2 cm) Depth: 6.2 inches (15.75 cm)
Summit X460-G2 Back-to-Front fan module	1.0 lb (0.46 kg)	Height: 1.59 inches (4.04 cm) Width: 4.8 inches (12.2 cm) Depth: 6.2 inches (15.75 cm)

NOTE: Switch weights include installed fan module. They do not include installed VIM2 modules or PSUs.

* Please refer to the Summit Family Switches Hardware Installation Guide for packaged weight and dimensions.

CPU/MEMORY

- 64-bit MIPS Processor, 1 GHz clock
- 1GB ECC DDR3 DRAM
- 4GB eMMC Flash
- 4MB packet buffer

LED INDICATORS

- Per port status LED including power status
- System Status LEDs: management, fan and power

POWER SUPPLY UNITS (EACH HAS FRONT-TO-BACK AND BACK-TO-FRONT MODELS)

	300W AC PSU	300 DC PSU	715W AC PSU	1100W AC PSU
Dimensions	Height 27 mm (1.06 inches) Width 78 mm (3.09 inches) Depth 277 mm (10.9 inches)	Height 27 mm (1.06 inches) Width 78 mm (3.09 inches) Depth 277 mm (10.9 inches)	Height 40 mm (1.56 inches) Width 82.5 mm (3.25 inches) Depth 287 mm (11.3 inches	Height 40 mm (1.56 inches) Width 82.5 mm (3.25 inches) Depth 287 mm (11.3 inches)
Voltage Input Range	85-264 VAC	-40 to -72 VDC	85-264 VAC	85-264 VAC
Line Frequency Range	47 to 63 Hz	n/a	47 to 63 Hz	47 to 63 Hz
Power Supply Input Socket	IEC 320 C14	n/a	IEC 320 C16	IEC 320 C16
Power Cord Input Plug	IEC 320 C13	n/a	IEC 320 C15	IEC 320 C15
Operating Temperature	0 deg C to 50 deg C normal operation	0 deg C to 50 deg C normal operation	0 deg C to 50 deg C normal operation	0 deg C to 50 deg C normal operation

POE POWER BUDGET

SWITCH MODEL	1 PSU OF 715W	1 PSU OF 1100W	2 PSUS OF 715W	1 PSU OF 715W AND 1 PSU OF 1100W	2 PSUS OF 1100W
Summit X460-G2-24p-10GE4	500 W	850 W	1031 W	1350 W	1668 W
Summit X460-G2-48p-10GE4	500 W	850 W	1031 W	1350 W	1668 W
Summit X460-G2-24p-GE4	500 W	850 W	1031 W	1350 W	1668 W
Summit X460-G2-48p-GE4	500 W	850 W	1031 W	1350 W	1668 W
Summit X460-G2-24p-10GE4	16 ports @ 30W 24 ports @ 15.4W	24 ports @ 30W 24 ports @ 15.4W	24 ports @ 30W 24 ports @ 15.4W	24 ports @ 30W 24 ports @ 15.4W	24 ports @ 30W 24 ports @ 15.4W
Summit X460-G2-48p-10GE4	16 ports @ 30W 32 ports @ 15.4W	28 ports @ 30W 48 ports @ 15.4W	34 ports @ 30W 48 ports @ 15.4W	45 ports @ 30W 48 ports @ 15.4W	48 ports @ 30W 48 ports @ 15.4W
Summit X460-G2-24p-GE4	16 ports @ 30W 24 ports @ 15.4W	24 ports @ 30W 24 ports @ 15.4W	24 ports @ 30W 24 ports @ 15.4W	24 ports @ 30W 24 ports @ 15.4W	24 ports @ 30W 24 ports @ 15.4W
Summit X460-G2-48p-GE4	16 ports @ 30W 32 ports @ 15.4W	28 ports @ 30W 48 ports @ 15.4W	34 ports @ 30W 48 ports @ 15.4W	45 ports @ 30W 48 ports @ 15.4W	48 ports @ 30W 48 ports @ 15.4W

POWER SUPPLY UNITS (EACH HAS FRONT-TO-BACK AND BACK-TO-FRONT MODELS)

SWITCH MODEL	MINIMUM HEAT DISSIPATION	MINIMUM POWER CONSUMPTION	MAXIMUM HEAT DISSIPATION	MAXIMUM POWER CONSUMPTION
Summit X460-G2-24t-10GE4	229 BTU/hr	67 W	427 BTU/hr	125 W
Summit X460-G2-24p-10GE4	260 BTU/hr	76 W	1475 BTU/hr	204 W
Summit X460-G2-48t-10GE4	250 BTU/hr	73 W	427 BTU/hr	125 W
Summit X460-G2-48p-10GE4	287 BTU/hr	84 W	1645 BTU/hr	334 W
Summit X460-G2-24x-10GE4	209 BTU/hr	61 W	427 BTU/hr	125 W
Summit X460-G2-48x-10GE4	202 BTU/hr	59 W	427 BTU/hr	125 W
Summit X460-G2-24t-GE4	215 BTU/hr	63 W	427 BTU/hr	125 W
Summit X460-G2-24p-GE4	250 BTU/hr	73 W	1475 BTU/hr	204 W
Summit X460-G2-48t-GE4	243 BTU/hr	71 W	427 BTU/hr	127 W
Summit X460-G2-48p-GE4	284 BTU/hr	83 W	1645 BTU/hr	334 W

ENVIRONMENTAL SPECIFICATIONS

- EN/ETSI 300 019-2-1 v2.1.2 - Class 1.2 Storage
- EN/ETSI 300 019-2-2 v2.1.2 - Class 2.3 Transportation
- EN/ETSI 300 019-2-3 v2.1.2 - Class 3.1e Operational
- EN/ETSI 300 753 (1997-10) - Acoustic Noise
- ASTM D3580 Random Vibration Unpackaged 1.5 G

OPERATING CONDITIONS

- Temp: 0° C to 50° C (32° F to 122° F)
- Humidity: 10% to 95% relative humidity, non-condensing
- Altitude: 0 to 3,000 meters (9,850 feet)
- Shock (half sine): 30 m/s2 (3 G), 11 ms, 60 shocks
- Random vibration: 3 to 500 Hz at 1.5 G rms

PACKAGING AND STORAGE SPECIFICATIONS

- Temp: -40° C to 70° C (-40° F to 158° F)
- Humidity: 10% to 95% relative humidity, non-condensing
- Packaged Shock (half sine): 180 m/s2 (18 G), 6 ms, 600 shocks
- Packaged Vibration: 5 to 62 Hz at velocity 5 mm/s, 62 to 500 Hz at 0.2 G
- Packaged Random Vibration: 5 to 20 Hz at 1.0 ASD w/–3 dB/oct. from 20 to 200 Hz
- Packaged Drop Height: 14 drops minimum on sides and corners at 42 inches (<15 kg box)

REGULATORY AND SAFETY

North American ITE

- UL 60950-1 2nd Ed., Listed Device (U.S.)
- CSA 22.2 #60950-1-03 2nd Ed. (Canada)
- Complies with FCC 21CFR 1040.10 (U.S. Laser Safety)
- CDRH Letter of Approval (US FDA Approval)

European ITE

- EN 60950-1:2007 2nd Ed.
- EN 60825-1+A2:2001 (Lasers Safety)
- TUV-R GS Mark by German Notified Body
- 2006/95/EC Low Voltage Directive

International ITE

- CB Report & Certificate per IEC 60950-1 2nd Ed. + National Differences
- AS/NZX 60950-1 (Australia /New Zealand)

EMI/EMC STANDARDS

North American EMC for ITE

- FCC CFR 47 part 15 Class A (USA)
- ICES-003 Class A (Canada)

European EMC Standards

- EN 55022:2006+A1:2007 Class A
- EN 55024:A2-2003 Class A includes IEC 61000-4-2, 3, 4, 5, 6, 11
- EN 61000-3-2,8-2006 (Harmonics)
- EN 61000-3-3 2008 (Flicker)
- ETSI EN 300 386 v1.4.1, 2008-04 (EMC Telecommunications)
- 2004/108/EC EMC Directive

International EMC Certifications

- CISPR 22: 2006 Ed 5.2, Class A (International Emissions)
- CISPR 24:A2:2003 Class A (International Immunity)
- IEC 61000-4-2:2008/EN 61000-4-2:2009 Electrostatic Discharge, 8kV Contact, 15 kV Air, Criteria A
- IEC 61000-4-3:2008/EN 61000-4-3:2006+A1:2008 Radiated Immunity 10V/m, Criteria A
- IEC 61000-4-4:2004 am1 ed.2./EN 61000-4-4:2004/A1:2010 Transient Burst, 1 kV, Criteria A
- IEC 61000-4-5:2005 /EN 61000-4-5:2006 Surge, 2 kV L-L, 2 kV L-G, Level 3, Criteria A
- IEC 61000-4-6:2008/EN 61000-4-6:2009 Conducted Immunity, 0.15-80 MHz, 10V/m unmod. RMS, Criteria A
- IEC/EN 61000-4-11:2004 Power Dips & Interruptions, >30%, 25 periods, Criteria C

COUNTRY SPECIFIC

- VCCI Class A (Japan Emissions)
- ACMA (C-Tick) (Australia Emissions)
- CCC Mark
- KCC Mark, EMC Approval (Korea)

TELECOM STANDARDS

- ETSI EN 300 386:2001 (EMC Telecommunications)
- ETSI EN 300 019 (Environmental for Telecommunications)
- NEBS Level 3 compliant to portions of GR-1089 Issue 4 & GR-63 Issue 3 as defined in SR3580 with exception to filter requirement
- CE 2.0 Compliant

IEEE 802.3 MEDIA ACCESS STANDARDS

- IEEE 802.3ab 1000BASE-T
- IEEE 802.3z 1000BASE-X
- IEEE 802.3ae 10GBASE-X
- IEEE 802.3at PoE Plus
- IEEE 802.3az (EEE)

FAN AND ACOUSTIC NOISE

SWITCH MODEL	ACOUSTIC INFORMATION	
Summit X460-G2-24t-10GE4 Summit X460-G2-24t-GE4	Dual 300W AC or DC PS with Front to Back (FB) Air Flow	
	Bystander Sound Pressure* 49.1 dB(A), 0C to 45C 54.9 dB(A), 50C	Declared Sound Power (LWAd)** 6.0 bels, 0C to 45C 6.6 bels @ 50C
	Dual 300W AC or DC PS with Back to Front (BF) Air Flow	
	Bystander Sound Pressure* 48.9 dB(A), 0C to 35C 59.5 dB(A), 45C 65.6 dB(A), 50C	Declared Sound Power (LWAd)** 5.9 bels, 0C to 35C 7.2 bels, 45C 7.8 bels, 50C
Summit X460-G2-48t-10GE4 Summit X460-G2-48t-GE4	Dual 300W AC or DC PS with Front to Back (FB) Air Flow	
	Bystander Sound Pressure* 47.6 dB(A), 0C to 45C 64.5 dB(A), 50C	Declared Sound Power (LWAd)** 5.9 bels, 0C to 45C 7.7 bels, 50C
	Dual 300W AC or DC PS with Back to Front (BF) Air Flow	
	Bystander Sound Pressure* 47.7 dB(A), 0C to 35C 58.7 dB(A), 45C 65.3 dB(A), 50C	Declared Sound Power (LWAd)** 5.9 bels, 0C to 35C 7.2 bels, 45C 7.8 bels, 50C
Summit X460-G2-48p-10GE4 Summit X460-G2-48p-GE4	Dual 715W or 1100W AC PS with Front to Back (FB) Air Flow	
	Bystander Sound Pressure* 52.2 dB(A), 0C to 45C 64.3 dB(A), 50C	Declared Sound Power (LWAd)** 6.9 bels, 0C to 45C 7.6 bels, 50C
	Dual 715W or 1100W AC PS with Back to Front (BF) Air Flow	
	Bystander Sound Pressure* 50.9 dB(A), 0C to 31C 64.2 dB(A), 35C 70.8 dB(A), 50C	Declared Sound Power (LWAd)** 7.2 bels, 0C to 31C 7.6 bels, 35C 7.9 bels 50C
Summit X460-G2-24p-10GE4 Summit X460-G2-24p-GE4	Dual 715W or 1100W AC PS with Front to Back (FB) Air Flow	
	Bystander Sound Pressure* 52.2 dB(A), 0C to 45C 61.8 dB(A), 50C	Declared Sound Power (LWAd)** 7.3 bels, 0C to 45C 7.4 bels, 50C
	Dual 715W or 1100W AC PS with Back to Front (BF) Air Flow	
	Bystander Sound Pressure* 50.8 dB(A), 0C to 35C 69.8 dB(A), 50C	Declared Sound Power (LWAd)** 7.3 bels, 0C to 35C 8.1 bels, 50C
Summit X460-G2-24x-10GE4	Dual 300W AC or DC PS with Front to Back (FB) Air Flow	
	Bystander Sound Pressure* 48.8 dB(A), 0C to 45C 61.9 dB(A), 50C	Declared Sound Power (LWAd)** 6.0 bels, 0C to 45C 7.5 bels, 50C
	Dual 300W AC or DC PS with Front to Back (FB) Air Flow	
	Bystander Sound Pressure* 48.8 dB(A), 0C to 35C 58.7 dB(A), 45C 66.7 dB(A), 50C	Declared Sound Power (LWAd)** 6.0 bels, 0C to 35C 6.9 bels, 45C 7.8 bels, 50C
Summit X460-G2-48x-10GE4	Dual 300W AC or DC PS with Front to Back (FB) Air Flow	
	Bystander Sound Pressure* 48.9 dB(A), 0C to 45C 60.5 dB(A) @ 50C	Declared Sound Power (LWAd)** 6.0 bels, 0C to 45C 7.4 bels, 50C
	Dual 300W AC or DC PS with Back to Front (BF) Air Flow	
	Bystander Sound Pressure* 48.8 dB(A), 0C to 35C 57.5 dB(A), 45C 66.1 dB(A), 50C	Declared Sound Power (LWAd)** 6.0 bels, 0C to 35C 6.9 bels, 45C 7.8 bels, 50C

* Bystander Sound Pressure is presented for comparison to other products measured using Bystander Sound Pressure.

**Declared Sound Power is presented in accordance with ISO-7779:2010(E), ISO 9296:2010 per ETSI/EN 300 753:2012-01

Accessories

SUMMIT X460-G2 POWER SUPPLIES

All Summit X460-G2 series switches are sold a la carte so power supplies and fans must be ordered separately. If redundancy or higher power Power-over-Ethernet plus capability is required, an additional power supply can be installed in the system.

Each power supply has a front-to-back model and an equivalent back-to-front model for air flow control.

Summit 300W AC PSU	Summit 300W AC PSU is compatible with Summit X460-G2-24t/48t/24x/48x switches.
Summit 300W DC PSU	Summit 300W DC PSU is compatible with Summit X460-G2-24t/48t/24x/48x switches.
Summit 715W PoE AC PSU	Summit 715W PoE AC PSU is compatible with Summit X460-G2-24p/48p switches and provides 500 watts of PoE-plus power budget per one supply. When two PSUs are installed, the total PoE-plus power budget becomes 1031 watts.
Summit 11000W PoE AC PSU	Summit 1100W PoE AC PSU is compatible with Summit X460-G2-24p/48p switches and provides 850 watts of PoE-plus power budget per one supply. When two PSUs are installed, the total PoE-plus power budget becomes 1668 watts.

Summit X460-G2 Optional Modules

Summit X460-G2 series switches have two slots, VIM and Timing, to support optional modules that support 10 Gigabit Ethernet, 40Gigabit Ethernet, stacking and timing modules. The VIM slot supports a two-port SFP+ 10 Gigabit Ethernet module, a two-port 10GBase-T Gigabit Ethernet module, a two-port SummitStack module, or a two-port QSFP+ 40 Gigabit Ethernet module. The Timing slot supports a timing module for SyncE and 1588PTP.

VIM MODULES	TIMING MODULES
Summit X460-G2 VIM-2x	Summit X460-G2 TM-CLK
Summit X460-G2 VIM-2t	
Summit X460-G2 VIM-2ss	
Summit X460-G2 VIM-2q	

SUMMIT X460-G2 VIM-2X

2-port 10 Gigabit Ethernet module - provides two SFP+ ports. These two SFP+ ports can support both 10 Gigabit Ethernet SFP+ transceivers and Gigabit Ethernet transceivers.

SUMMIT X460-G2 VIM-2T

2-port 10 Gigabit Ethernet module, provides two 10GBase-T copper ports.

SUMMIT X460-G2 VIM-2SS

SummitStack module has two SummitStack stacking ports, and provides a 40 Gigabit stacking solution. This stacking module offers compatibility with other Extreme Networks stackable switches, which are Summit X440, Summit X460, and Summit X480.

SUMMIT X460-G2 VIM-2Q

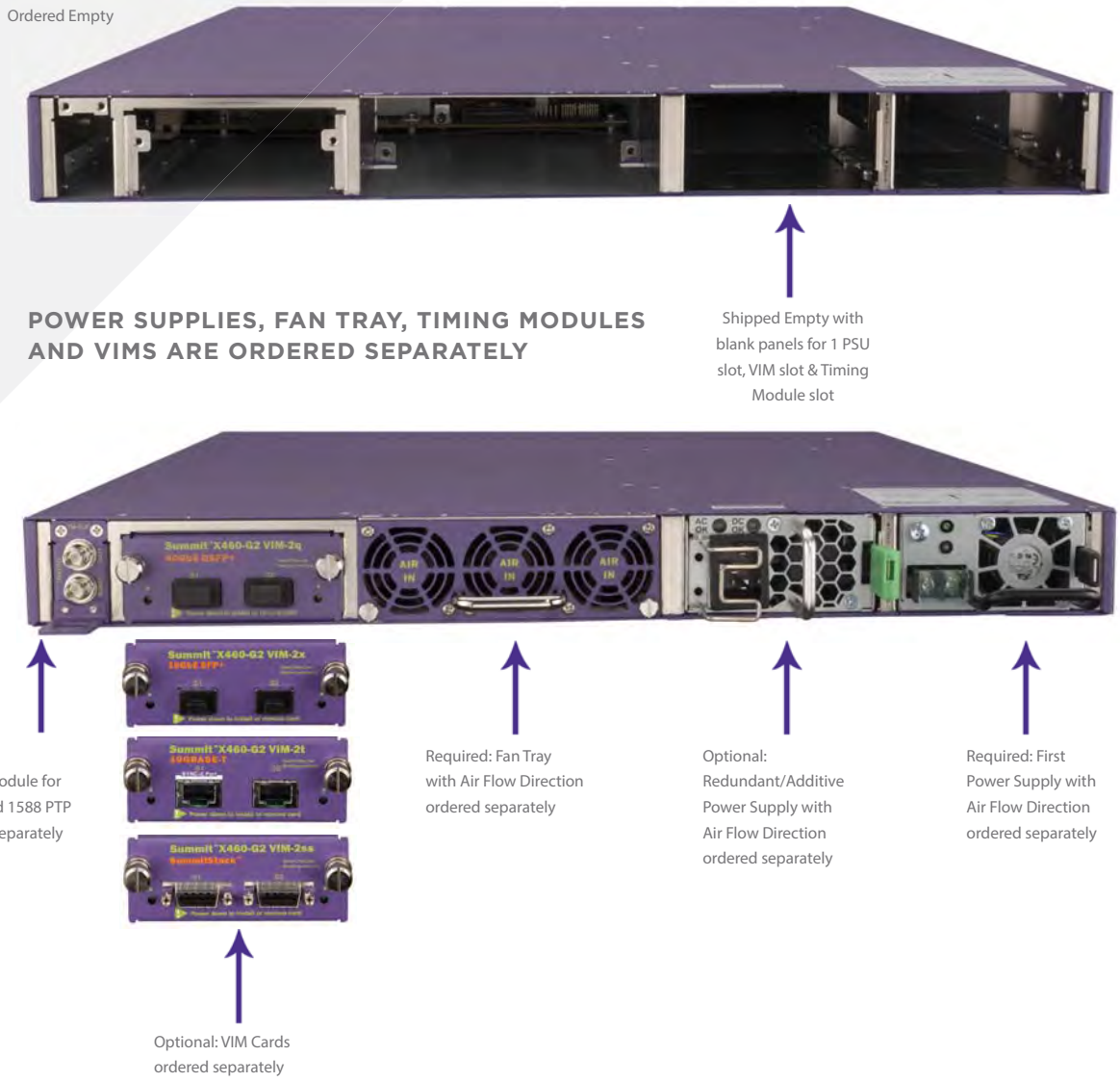
2-port 40 Gigibit Ethernet module – provides 2 fully functional QSFP+ ports for uplinks or can be used for SummitStack-V160 providing a 160 Gigabit stacking solution.

SUMMIT X460-G2 TM-CLK

Module required for supporting G.8232 Synchronous Ethernet (SyncE) and ITU 1588 Precision Time Protocol (PTP) – available on all Summit X460–G2

Warranty

- Ltd. Lifetime with eAHR-2
- For warranty details, visit http://www.extremenetworks.com/go/warranty



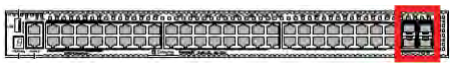
Transceiver Support Matrix

	Part Numbers	16701, 16702, 16703, 16704, 16705, 16706	16711
		10Gb Front Panel	10Gb SFP+ VIM
10GB TRANSCEIVERS & CABLES			
10301	10GBASE-SR SFP+	Y	Y
10302	10GBASE-LR SFP+	Y	Y
10309	10GBASE-ER SFP+	Y	Y
10303	10GBASE-LRM SFP+	N	Y
10304	10GBASE-CR4 1m	Y	Y
10305	10GBASE-CR4 3m	Y	Y
10306	10GBASE-CR4 5m	N	Y
10307	10GBASE-CR4 10m	N	Y

	Part Numbers	16701, 16702, 16703, 16704, 16705, 16706	16711
		10Gb Front Panel	10Gb SFP+ VIM
1GB AND 100MB TRANSCEIVERS			
10051H, 10071H	1000BASE-SX SFP	Y	Y
10052H, 10072H	1000BASE-LX SFP	Y	Y
10053H	1000BASE-ZX SFP	Y	Y
10056H, 10057H	1000BASE-BX-D SFP and BX-U SFP	Y	Y
10064	1000BASE-LX100 SFP	Y	Y
10063	100FX SFP	N	N
10060	100FX/1000LX SFP	N	N
10070H, 10065	10/100/1000BASE-T SFP	1Gb Mode Only	1Gb Mode Only
10067	100BASE-FX SFP	N	N
10066	100BASE-LX10 SFP	N	N
10058, 10059	100BASE-BX-D SFP and BX-U SFP	N	N

Transceiver Support Matrix Cont.

	Part Numbers	16701, 16702, 16703, 16704, 16705, 16706	16711
		10Gb Front Panel	10Gb SFP+ VIM
1GB AND 100MB TRANSCEIVERS			
10051H, 10071H	1000BASE-SX SFP	Y	Y
10052H, 10072H	1000BASE-LX SFP	Y	Y
10053H	1000BASE-ZX SFP	Y	Y
10056H, 10057H	1000BASE-BX-D SFP and BX-U SFP	Y	Y
10064	1000BASE-LX100 SFP	Y	Y
10063	100FX SFP	Y	N
10060	100FX/1000LX SFP	Y	N
10070H, 10065	10/100/1000BASE-T SFP	Y	N
10067	100BASE-FX SFP	Y	Y
10066	100BASE-LX10 SFP	Y	Y
10058, 10059	100BASE-BX-D SFP and BX-U SFP	Y	Y



	Part Numbers	16716, 16717, 16718, 16719
		1Gb Front Panel
1GB AND 100MB TRANSCEIVERS		
10051H, 10071H	1000BASE-SX SFP	Y
10052H, 10072H	1000BASE-LX SFP	Y
10053H	1000BASE-ZX SFP	Y
10056H, 10057H	1000BASE-BX-D SFP and BX-U SFP	Y
10064	1000BASE-LX100 SFP	Y
10063	100FX SFP	Y
10060	100FX/1000LX SFP	Y
10070H, 10065	10/100/1000BASE-T SFP	1Gb Mode Only
10067	100BASE-FX SFP	Y
10066	100BASE-LX10 SFP	Y
10058, 10059	100BASE-BX-D SFP and BX-U SFP	Y

Ordering Information

NOTE: Power Supplies and fan tray MUST be ordered separately. They are NOT INCLUDED in the base switch model

PART NUMBER	NAME	DESCRIPTION
16701	X460-G2-24t-10GE4-Base-Unit	24 10/100/1000BASE-T, 8 100/1000BASE-X unpopulated SFP (4 SFP ports shared with 10/100/1000BASE-T ports), 4 1000/10GBaseX unpopulated SFP+ ports, Rear VIM Slot (unpopulated), Rear Timing Slot (unpopulated), 2 unpopulated PSU slots, fan module slot (unpopulated)
16702	X460-G2-48t-10GE4-Base-Unit	48 10/100/1000BASE-T, 4 1000/10GBaseX unpopulated SFP+ ports, Rear VIM Slot (unpopulated), Rear Timing Slot (unpopulated), 2 unpopulated PSU slots, fan module slot (unpopulated)
16703	X460-G2-24p-10GE4-Base-Unit	24 10/100/1000BASE-T PoE-plus, 8 100/1000BASE-X unpopulated SFP (4 SFP ports shared with 10/100/1000BASE-T ports), 4 1000/10GBaseX unpopulated SFP+ ports, Rear VIM Slot (unpopulated), Rear Timing Slot (unpopulated), 2 unpopulated PSU slots, fan module slot (unpopulated)
16704	X460-G2-48p-10GE4-Base-Unit	48 10/100/1000BASE-T PoE-plus, 4 1000/10GBaseX unpopulated SFP+ ports, Rear VIM Slot (unpopulated), Rear Timing Slot (unpopulated), 2 unpopulated PSU slots, fan module slot (unpopulated)
16705	X460-G2-24x-10GE4-Base-Unit	24 100/1000BASE-X unpopulated SFP, 8 10/100/1000BASE-T (4 10/100/1000BASE-T ports shared with SFP ports), 4 1000/10GBaseX unpopulated SFP+ ports, Rear VIM Slot (unpopulated), Rear Timing Slot (unpopulated), 2 unpopulated PSU slots, fan module slot (unpopulated)
16706	X460-G2-48x-10GE4-Base-Unit	48 100/1000BASE-X unpopulated SFP, 4 1000/10GBaseX unpopulated SFP+ ports, Rear VIM Slot (unpopulated), Rear Timing Slot (unpopulated), 2 unpopulated PSU slots, fan module slot (unpopulated)
16716	X460-G2-24t-GE4-Base-Unit	24 10/100/1000BASE-T, 8 100/1000BASE-X unpopulated SFP (4 SFP ports shared with 10/100/1000BASE-T ports), 4 1GBase-X unpopulated SFP ports, Rear VIM Slot (unpopulated), Rear Timing Slot (unpopulated), 2 unpopulated PSU slots, fan module slot (unpopulated)
16717	X460-G2-48t-GE4-Base-Unit	48 10/100/1000BASE-T, 4 1GBaseX unpopulated SFP ports, Rear VIM Slot (unpopulated), Rear Timing Slot (unpopulated), 2 unpopulated PSU slots, fan module slot (unpopulated)
16718	X460-G2-24p-GE4-Base-Unit	24 10/100/1000BASE-T PoE-plus, 8 100/1000BASE-X unpopulated SFP (4 SFP ports shared with 10/100/1000BASE-T ports), 4 1GBaseX unpopulated SFP ports, Rear VIM Slot (unpopulated), Rear Timing Slot (unpopulated), 2 unpopulated PSU slots, fan module slot (unpopulated)
16719	X460-G2-48p-GE4-Base-Unit	48 10/100/1000BASE-T PoE-plus, 4 1GBaseX, Rear VIM Slot (unpopulated), Rear Timing Slot (unpopulated), 2 unpopulated PSU slots, fan module slot (unpopulated)
16710	Summit X460-G2 VIM-2q	Optional Virtual Interface Module for the rear of the X460-G2 providing 2 40GBASE-X ports unpopulated QSFP+
16711	Summit X460-G2 VIM-2x	Optional Virtual Interface Module for the rear of the X460-G2 providing 2 1000/10GBASE-X ports unpopulated SFP+
16712	Summit X460-G2 VIM-2t	Optional Virtual Interface Module for the rear of the X460-G2 providing 2 10GBASE-T ports
16713	Summit X460-G2 VIM-2ss	Optional Virtual Interface Module for the rear of the X460-G2 providing 2 ports of Extreme's SummitStack
16715	Summit X460-G2 TM-CLK	Optional Timing Module for the rear of the X460-G2 providing the hardware for SyncE and 1588 PTP clocking with 2 ports of mini-BNC connectors for clocking outputs
16421	Summit X460 Advanced Edge Lic	ExtremeXOS Advanced Edge License for Summit X460 series switches
16422	Summit X460 Core License from Edge Lic	ExtremeXOS Advanced Core License upgrade from Edge License for Summit X460 series switches
16423	Summit X460 Core License from Advanced Edge	ExtremeXOS Advanced Core License upgrade from Advanced Edge License for Summit X460 series switches
16424	Summit X460 MPLS feature pack	ExtremeXOS MPLS Feature Pack for Summit X460 series switches
11011	Direct Attach Feature Pack	Direct Attach Feature Pack
16755	Summit X460-G2 Network Timing Feature Pack	Summit X460-G2 Network Timing Feature Pack
16425	Summit X460 OpenFlow FeaturePack	ExtremeXOS SDN - OpenFlow Feature Pack for Summit X460 series switches
16426	X460 Multimedia(AVB) Feature Pck	ExtremeXOS Multimedia Service (Audio Video Bridging) Feature Pack for Summit X460 series switches
10328	Summit 480/460-G2 3rd Party Optics Lic	ExtremeXOS 3rd Party Optics (40G and 100G) Feature-Pack for Summit X480 and X460-G2
10941	Summit 1100W AC PSU FB	PoE 1100 Watt AC Power Supply module for Summit X460-G2 series switches with Front-to-Back airflow
10942	Summit 1100W AC PSU BF	PoE 1100 Watt AC Power Supply module for Summit X460-G2 series switches with Back-to-Front airflow
10951	Summit 715W AC PSU FB	715W AC Power Supply Module - front to back airflow
10952	Summit 715W AC PSU BF	715W AC Power Supply Module - back to front airflow
10930A	Summit 300W AC PSU XT	300W AC Power Supply module for Summit X460 & E4G-400 Series Switches - Extended Temperature Range from -10 to +50 degrees Celsius - front to back airflow
10943	Summit 300W AC PSU BF	300W AC Power Supply Module - back to front airflow

PART NUMBER	NAME	DESCRIPTION
10933	Summit 300W +24V/-48V DC PSU	300W +24V / -48V DC Power Supply Module for the X460 and the E4G-400 platforms - front to back airflow
10944	Summit 300W DC PSU BF	300W DC Power Supply Module - back to front airflow
10945	Summit X460-G2 fan module FB	Front-to-back airflow fan module for Summit X460-G2 series switches
10946	Summit X460-G2 fan module BF	Back-to-front airflow fan module for Summit X460-G2 series switches
10319	QSFP+ SR4 module	40 Gigabit Ethernet QSFP+ SR4 optical module, MPO connector, 100m link length
10320	QSFP+ 40GBASE-LR4	40 Gigabit Ethernet QSFP+ LR4 optical module, LC connectors, 10km SMF link length
10301	10GBASE-SR SFP+	10GBASE-SR SFP+, 850nm, LC Connector, transmission length of up to 300m on MMF
10302	10GBASE-LR SFP+	10GBASE-LR SFP+, 1310nm, LC Connector, transmission length of up to 10km on SMF
10309	10GBASE-ER SFP+	10GBASE-ER SFP+, 1550nm, LC connector, transmission length of up to 40km on SMF
10303	SFP+ LRM Module	10 Gigabit Ethernet SFP+ module, 1310nm, legacy MMF 220m link, LC connector
10310	SFP+ ZR module	10GBASE-ZR SFP+, 1550nm, LC connector, transmission length up to 80km on SMF
10056H	1000BASE-BX-D BiDi SFP, Hi	1000BASE-BX-D SFP, 1490-nm TX/1310-nm RX wavelength, Industrial Temp
10057H	1000BASE-BX-U BiDi SFP, Hi	1000BASE-BX-U SFP, 1310-nm TX/1490-nm RX wavelength, Industrial Temp
10060	100FX/1000LX SFP	Dual-speed 100 FX / 1000 LX SFP, LC connector
10063	100BASE-FX SFP (1G elec)	100BASE-FX SFP module, MMF 2km link, LC-connector for Fast Ethernet SFP Port, 1G electrical data rate
10067	100Base-FX SFP	100BASE-FX SFP module, MMF 2km link, LC-connector for Fast Ethernet SFP Port
10070H	10/100/1000BASE-T SFP, Hi	10/100/1000BASE-T SFP module, CAT5 cable 100m link, RJ45-connector for Giga Bit Ethernet SFP Port, Industrial Temp
10058	100BASE-BX-D SFP	100M SFP, 100BASE-BX-D, SMF (1550nm TX/1310nm RX wavelength), 100 Mbps bidirectional
10059	100BASE-BX-U SFP	100M SFP, 100BASE-BX-U, SMF (1310nm TX/1550nm RX wavelength), 100 Mbps bidirectional
10071H	1000BASE-SX SFP 10 Pack, Hi	1000BASE-SX SFP 10 Pack, Industrial Temp
10072H	1000BASE-LX SFP 10 Pack, Hi	1000BASE-LX SFP 10 Pack, Industrial Temp
10051H	1000BASE-SX SFP, Hi	1000BASE-SX SFP, MMF 220 & 550 meters, LC connector, Industrial Temp
10053H	1000BASE-ZX SFP, Hi	1000BASE-ZX SFP, SMF 70km, LC connector, Industrial Temp
10071H	1000BASE-SX SFP 10 Pack, Hi	1000BASE-SX SFP 10 Pack, Industrial Temp
10072H	1000BASE-LX SFP 10 Pack, Hi	1000BASE-LX SFP 10 Pack, Industrial Temp
10311	QSFP+ passive copper cable, 0.5M	QSFP+ passive copper cable, 0.5M
10312	QSFP+ passive copper cable, 1.0M	QSFP+ passive copper cable, 1.0M
10313	QSFP+ passive copper cable, 3.0M	QSFP+ passive copper cable, 3.0M
10323	QSFP+ passive copper cable, 5.0M*	QSFP+ passive copper cable, 5.0M
10315	QSFP+ active fiber cable, 10M	QSFP+ active fiber cable, 10M
10316	20m QSFP+ Active Optical Cable	QSFP+ active fiber cable, 20M
10318	QSFP+ active fiber cable, 100M	QSFP+ active fiber cable, 100M
10304	10GBASE-CR SFP+ 1m	10GBASE-CR SFP+ pre-terminated twin-ax copper cable with link lengths of 1m
10305	10GBASE-CR SFP+ 3m	10GBASE-CR SFP+ pre-terminated twin-ax copper cable with link lengths of 3m
10306	10GBASE-CR SFP+ 5m	10GBASE-CR SFP+ pre-terminated twin-ax copper cable with link lengths of 5m
10307	10GBASE-CR SFP+ 10m	10GBASE-CR SFP+ pre-terminated twin-ax copper cable with link lengths of 10m
16106	Stacking Cable, 0.5M	SummitStack/UniStack™ Stacking Cable, 0.5M
16107	Stacking Cable, 1.5M	SummitStack/UniStack Stacking Cable, 1.5M
16108	Stacking Cable, 3.0M	SummitStack/UniStack Stacking Cable, 3.0M
16105	Stacking Cable, 5.0M	SummitStack Stacking Cable, 5.0M

* = data networking, not stacking

Extreme networks

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DATA SHEET

Summit X460 Series

SCALABLE AGGREGATION AND EDGE SWITCH

PERFORMANCE

- 52-port, 48-port or 28-port Gigabit Ethernet
- Optional two-port 10 GbE in Slot A to provide 20 Gbps uplinks
- Optional four-port 10 GbE in Slot B to provide 40 Gbps uplinks
- Optional Slot B SummitStack™ 40 Gbps or SummitStack-V80 80 Gbps high-speed stacking or SummitStack-V, longer distance stacking

FORM FACTOR

- 1 RU w/ 2 expansion slots

FEATURES

- Flexible IEEE 802.3at Power over Ethernet Plus (PoE-plus)
- MPLS/H-VPLS Support

Summit® X460 series – the scalable advanced aggregation and edge switch with the revolutionary modular operating system, ExtremeXOS®.

The Summit® X460 series is based on Extreme Networks® revolutionary ExtremeXOS®, a highly resilient OS that provides continuous uptime, manageability and operational efficiency. Each switch offers the same high-performance, non-blocking hardware technology, in the Extreme Networks tradition of simplifying network deployments through the use of common hardware and software throughout the network.

The Summit X460 switches are effective campus edge switches with IEEE 802.3at PoE-plus and can also serve as aggregation switches for traditional enterprise networks. The Summit X460 series is also an option for DSLAM or CMTS aggregation, or for active Ethernet access.

The Summit X460 is can also be used as a top-of-rack switch for many data center environments with features such as high-density Gigabit Ethernet for concentrated data center environments; XNV™ (ExtremeXOS Network Virtualization) for centralized network-based Virtual Machine (VM) inventory, VM location history and VM provisioning; Direct Attach™ to offload VM switching from servers, thereby improving performance; high-capacity Layer 2/Layer 3 scalability for highly virtualized data centers; and intra-rack and cross-rack stacking with industry-leading flexibility.

High Performance Switching and Routing

- 52-port, 48-port or 28-port Gigabit Ethernet (GbE) connectivity in a 1RU form factor
- Optional two-port 10 GbE in Slot A to provide 20 Gbps uplinks
- Optional four-port 10 GbE in Slot B to provide 40 Gbps uplinks
- Optional in Slot B is Voice-grade SummitStack™ 40 Gbps or SummitStack-V80 80 Gbps high-speed stacking or SummitStack-V, longer distance stacking

- Flexible IEEE 802.3at Power over Ethernet Plus (PoE-plus) to meet the growing demand of converged network applications
- Advanced Layer 2/Layer 3 switching and MPLS/H-VPLS support

Comprehensive Security Management

- User policy and host integrity enforcement, and identity management
- Universal Port Dynamic Security Profiles to provide fine granular security policies in the network
- Threat detection and response instrumentation to react to network intrusion with CLEAR-Flow Security Rules Engine
- Denial of Service (DoS) protection and IP security against man-in-the-middle and DoS attacks to harden the network infrastructure

Flexible Port Configuration

Summit X460 offers flexible port configurations. For Summit X460-24t/24p, with four dedicated Gigabit Ethernet fiber ports and four shared Gigabit Ethernet fiber ports, the switch can have up to 8 fiber GbE ports, while still providing 20 Gigabit Ethernet copper ports (PoE-plus or non-PoE). If higher density copper ports are required, the switch can provide up to 24 Gigabit Ethernet copper ports while providing 4 Gigabit Ethernet fiber ports. Through the two option slots, Summit X460 switches can be equipped with up to six 10 Gigabit Ethernet ports and two stacking ports. For stacking, depending upon the needs for bandwidth across the units in a stack, Summit X460 supports 40 Gbps SummitStack or 80 Gbps SummitStack-V80 stacking option modules as well as SummitStack-V on the 10GbE ports.

SummitStack™ and SummitStack-V80 – High-Performance Stacking

Summit X460 supports SummitStack, which provides 40 Gbps (SummitStack module) or 80 Gbps (SummitStack-V80 module) of stacking bandwidth. The SummitStack module offers high-speed 40 Gbps stacking performance, and provides compatibility with the Summit X250e, X440, X450a/e, X480 and X650 stackable switches running the same version of ExtremeXOS.

Alternatively, you may choose high-speed 80 Gbps stacking, which is ideal for demanding applications where a high volume of traffic traverses through the stacking links, yet bandwidth is not compromised through stacking.

SummitStack-V80 also breaks the distance limitation for stacking technology by using QSFP+ technology. SummitStack-V80 can support passive copper cable (up to 3m), active multi-mode fiber cable (up to 100m), and QSFP+ optical transceivers which will be the standard technology for 40 GbE. With SummitStack-V80, the Summit X460 provides a flexible stacking solution inside the data center or central office to create a virtualized switching infrastructure across rows of racks. SummitStack-V80 is compatible with Summit X460, X480, X650 and X670V switches running the same version of ExtremeXOS.

SummitStack-V – Flexible Stacking Over 10 Gigabit Ethernet

ExtremeXOS supports the new SummitStack-V capability to utilize 10 GbE ports as stacking ports, enabling the use of standard cabling and optics technologies used for 10 GbE such as XFP, SFP+, 10GBASE-T and XENPAK. SummitStack-V provides long-distance stacking connectivity of up to 40 km while reducing the cable complexity of implementing a stacking solution. SummitStack-V is compatible with Summit X440, X450e, X450a, X460, X480, X650, X670 and X670V switches running the same version of ExtremeXOS. SummitStack-V enabled 10 GbE ports must be physically direct-connected.

Intelligent Switching and MPLS/H-VPLS Support

Summit X460 supports sophisticated and intelligent Layer 2 switching, as well as Layer 3 IPv4/IPv6 routing including policy-based switching/routing, Provider Bridges, bidirectional ingress and egress Access Control Lists, and bandwidth control by 8 Kbps granularity both for ingress and egress. To provide scalable network architectures used mainly for Carrier Ethernet network deployment, Summit X460 supports MPLS LSP-based Layer 3 forwarding and Hierarchical VPLS (H-VPLS) for transparent LAN services. With H-VPLS, transparent Layer 3 networks can be extended throughout the Layer 3 network cloud by using a VPLS tunnel between the regional transparent LAN services typically built by Provider Bridges (IEEE 802.1ad) technology.

Software Defined Networking (SDN)

ExtremeXOS®-based switches are SDN ready and support industry-standard OpenFlow and OpenStack. ExtremeXOS implementations of OpenFlow APIs allow an external OpenFlow-based SDN controller to access and control the forwarding plane of ExtremeXOS network devices. ExtremeXOS-based switches offer a programming interface through OpenFlow to enable high degree of automation in provisioning network services for many upper layer business critical applications running the OpenFlow-based SDN controller.

Extreme XOS-based switches also allow for integration with the OpenStack open source cloud computing platform for public and private clouds through the Extreme Networks Quantum plugin. The plugin provides a scalable, automated, rich API-

driven system that enables networking-as-a-service model managing data center interconnect solutions and large multi-tenant networks.

Audio Video Bridging (AVB)

ExtremeXOS® supports IEEE Audio Video Bridging (AVB) standards to enable reliable real-time audio and video transmissions over Ethernet, for high-definition and time-sensitive multimedia streams with assigned Quality of Service (QoS). ExtremeXOS leverages AVB to identify and reserve network resources for A/V traffic streams and supports synchronous streaming capabilities to ensure reliable and high-quality A/V transmissions over Ethernet. AVB also enables time sensitive multimedia streams to be sent over the Ethernet network with low latency and provides service quality for high definition information and entertainment applications.

IEEE 802.3at PoE-plus

IEEE 802.3af Power over Ethernet has been widely used in the campus enterprise edge network for Ethernet-powered devices such as wireless access points, Voice over IP phones, and security cameras. Ethernet port extenders such as Extreme Networks ReachNXT™ 100-8t can also utilize PoE, making installation and management easier and reducing maintenance costs. The newer IEEE 802.3at PoE-plus standard expands upon Power over Ethernet by increasing the power limit up to 30 watts, and by standardizing power negotiation by using LLDP. Summit X460 supports IEEE 802.3at PoE-plus and supports standards-compliant PoE devices today and into the future.

Specifications

PERFORMANCE/SCALE

SWITCH MODEL	MAXIMUM ACTIVE GBE PORTS	MAXIMUM ACTIVE 10GBE PORTS	AGGREGATED SWITCH BANDWIDTH	FRAME FORWARDING RATE	TOTAL SWITCHING CAPACITY
Summit X460-24t/24tDC switch	28	6	176 Gbps	130.9 Mpps	176 Gbps
Summit X460-48t/48tDC switch	52	6	224 Gbps	166.7 Mpps	328 Gbps
Summit X460-24x/24xDC switch	28	6	176 Gbps	130.9 Mpps	176 Gbps
Summit X460-48x/48xDC switch	48	6	216 Gbps	160.7 Mpps	320 Gbps
Summit X460-24p switch	28	6	176 Gbps	130.9 Mpps	176 Gbps
Summit X460-48p switch	52	6	224 Gbps	166.7 Mpps	328 Gbps

- Less than 4 microsecond latency (64-byte)
- Layer 2/MAC Addresses: 32K
- IPv4 LPM Entries: 12K
- IPv6 LPM Entries: 6K
- 4096 VLANs
- 9216 Byte Max Packet Size (Jumbo Frame)
- 128 load sharing trunks, up to 8 members per trunk
- 4,096 ingress bandwidth meters/24 ports
- Ingress and egress bandwidth policing/rate limiting per flow/ACL
- 8 QoS egress queues/port
- Egress bandwidth rate shaping per egress queue and per port
- Rate Limiting Granularity: 8 Kbps

EXTERNAL PORTS

SWITCH HARDWARE	PORTS
Summit X460-24t/24tDC switch	24 x 10/100/1000BASE-T (RJ-45) - 4 ports are combo ports 8 x 100/1000BASE-X (SFP) unpopulated ports – 4 ports are combo ports 1 x Serial (console port) 1 x 10/100BASE-T out-of-band management port 1 x USB port for external USB flash
Summit X460-48t/48tDC switch	48 x 10/100/1000BASE-T (RJ-45) 4 x 100/1000BASE-X (SFP) unpopulated ports 1 x Serial (console port) 1 x 10/100BASE-T out-of-band management port 1 x USB port for external USB flash
Summit X460-24x/24xDC switch	24 x 100/1000BASE-X (SFP) unpopulated ports – 4 ports are combo ports 8 x 10/100/1000BASE-T (RJ-45) - 4 ports are combo ports 1 x Serial (console port) 1 x 10/100BASE-T out-of-band management port 1 x USB port for external USB flash
Summit X460-48x/48xDC switch	48 x 100/1000BASE-X (SFP) unpopulated ports 1 x Serial (console port) 1 x 10/100BASE-T out-of-band management port 1 x USB port for external USB flash
Summit X460-24p switch	24 x 10/100/1000BASE-T PoE+ - 4 ports are combo ports 8 x 100/1000BASE-X (SFP) unpopulated ports – 4 ports are combo ports 1 x Serial (console port) 1 x 10/100BASE-T out-of-band management port 1 x USB port for external USB flash
Summit X460-48p switch	48 x 10/100/1000BASE-T PoE+ 4 x 100/1000BASE-X (SFP) unpopulated ports 1 x Serial (console port) 1 x 10/100BASE-T out-of-band management port 1 x USB port for external USB flash
XGM3S-2xf/module	2 x 10GBASE-X XFP (unpopulated ports)
XGM3SB-4sf/ module	4 x 10GBASE-X SFP+ (unpopulated ports)
XGM3S-2sf/module	2 x 10GBASE-X SFP+ (unpopulated ports)
SummitStack module	2 x Summit Stack Ports
SummitStack-V80 module	2 x 40GBASE-X QSFP+ ports (unpopulated ports) (only 2 of 4 lanes active)

PHYSICAL

SWITCH MODEL	WEIGHT	PHYSICAL DIMENSION
Summit X460-24t/24tDC switch	12.8 lb (5.81 kg)	Height: 1 RU / 1.73 inches (4.4 cm) Width: 17.4 inches (44.1 cm) Depth: 17.0 inches (43.2 cm)
Summit X460-48t/48tDC switch	13.6 lb (6.15 kg)	
Summit X460-24x/24xDC switch	13.2 lb (6.01 kg)	
Summit X460-48x/48xDC switch	14.1 lb (6.4 kg)	
Summit X460-24p switch	13.1 lb (5.94 kg)	
Summit X460-48p switch	13.9 lb (6.3 kg)	
XGM3 S-2xf/module	0.5 lb (0.23 kg)	Height: 1.4 inches (3.55 cm) Width: 2.9 inches (7.4 cm) Depth: 4.9 inches (12.5 cm)
XGM3 SB-4sf/module	0.5 lb (0.23 kg)	Height: 1.4 inches (3.55 cm) Width: 3.4 inches (8.6 cm) Depth: 5.5 inches (13.9 cm)
XGM3 S-2sf/module	0.5 lb (0.23 kg)	Height: 1.4 inches (3.55 cm) Width: 2.9 inches (7.4 cm) Depth: 4.9 inches (12.5 cm)
SummitStack module	0.419 lb (0.19 kg)	Height: 1.4 inches (3.55 cm) Width: 3.39 inches (8.6 cm) Depth: 4.93 inches (12.5 cm)
SummitStack-V80 module	0.529 lb (0.24 kg)	Height: 1.4 inches (3.55 cm) Width: 3.39 inches (8.6 cm) Depth: 4.93 inches (12.5 cm)
Summit X460 fan module	0.661 lb (0.30 kg)	Height: 1.63 inches (4.15 cm) Width: 3.25 inches (8.26 cm) Depth: 4.93 inches (12.53 cm)

NOTE: Switch weights include installed fan module. They do not include installed VIM2 modules or PSUs.

* Please refer to the Summit Family Switches Hardware Installation Guide for packaged weight and dimensions.

CPU/MEMORY

- 64-bit MIPS Processor, 600 MHz clock
- 1GB ECC DRAM
- 1GB Compact Flash
- USB port for external USB flash

LED INDICATORS

- Per port status LED including power status
- System Status LEDs: management, fan and power

POWER

SWITCH MODEL	MINIMUM HEAT DISSIPATION	MINIMUM POWER CONSUMPTION	MAXIMUM HEAT DISSIPATION	MAXIMUM POWER CONSUMPTION
Summit X460-24t	83 W, 284 BTU/hr	83 W, 284 BTU/hr	103 W, 284 BTU/hr	103 W, 284 BTU/hr
Summit X460-48t	105 W, 359 BTU/hr	105 W, 359 BTU/hr	129 W, 443 BTU/hr	129 W, 443 BTU/hr
Summit X460-24p	202 W, 690 BTU/hr per PSU	481 W, 1650 BTU/hr per PSU 962 W, 3284 BTU/hr (dual PSU)	226 W, 772 BTU/hr per PSU	493W, 1682 BTU/hr per PSU 986 W, 3364 BTU/hr (dual PSU)
Summit X460-48p	221 W, 755 BTU/hr per PSU	493W, 1682 BTU/hr per PSU 986 W, 3364 BTU/hr (dual PSU)	250 W, 854 BTU/hr per PSU	505 W, 1723 BTU/hr per PSU 1010 W, 3446 BTU/hr (dual PSU)
Summit X460-24x	89 W, 304 BTU/hr	89 W, 304 BTU/hr	107 W, 365 BTU/hr	107 W, 365 BTU/hr
Summit X460-48x	101 W, 345 BTU/hr	101 W, 345 BTU/hr	119 W, 406 BTU/hr	119 W, 406 BTU/hr
Summit X460-24tDC	67.8 W, 324 BTU/hr	67.8 W, 324 BTU/hr	85 W, 291 BTU/hr	85 W, 291 BTU/hr
Summit X460-48tDC	88 W, 302 BTU/hr	88 W, 302 BTU/hr	110 W, 376 BTU/hr	110 W, 376 BTU/hr
Summit X460-24xDC	74 W, 253 BTU/hr	74 W, 253 BTU/hr	93 W, 320 BTU/hr	93 W, 320 BTU/hr
Summit X460-48xDC	107 W, 365 BTU/hr	107 W, 365 BTU/hr	121 W, 414 BTU/hr	121 W, 414 BTU/hr

POWER SUPPLY UNITS

	300W AC PSU	750W PSU	300 DCPSU
Dimensions	Height 40 mm (1.57 inches) Width 80 mm (3.15 inches) Depth 241.5 mm (9.5 inches)		
Weight	2.30 lb (1 kg)	2.25 lb	2.30 lb (1 kg)
Voltage input range	85-264 VAC	85-264 VAC	-40 to -72 VDC
Line frequency range	47 to 63 Hz	47 to 63 Hz	n/a
Power Supply input socket	IEC 320 C14	IEC 320 C14	n/a
Power cord input plug	IEC 320 C13	IEC 320 C13	n/a
Operating Temperature	0 deg C to 45 deg C normal operation	0 deg C to 45 deg C normal operation	0 deg C to 45 deg C normal operation

POWER SUPPLY UNITS

SWITCH MODEL	TOTAL POE POWER BUDGET WITH 1 PSU	TOTAL POE POWER BUDGET WITH 2 PSUS
Summit X460-24t	n/a	n/a
Summit X460-48t	n/a	n/a
Summit X460-24p	380 W	760 W
Summit X460-48p	380 W	760 W
Summit X460-24x	n/a	n/a
Summit X460-48x	n/a	n/a
Summit X460-24tDC	n/a	n/a
Summit X460-48tDC	n/a	n/a
Summit X460-24xDC	n/a	n/a
Summit X460-48xDC	n/a	n/a

ENVIRONMENTAL SPECIFICATIONS

- EN/ETSI 300 019-2-1 v2.1.2 - Class 1.2 Storage
- EN/ETSI 300 019-2-2 v2.1.2 - Class 2.3 Transportation
- EN/ETSI 300 019-2-3 v2.1.2 - Class 3.1e Operational
- EN/ETSI 300 753 (1997-10) - Acoustic Noise
- ASTM D3580 Random Vibration Unpackaged 1.5 G

Operating Conditions

SUMMIT X460-24T, X460-48T, X460-24X, AND X460-48X

- Temp: 0° C to 45° C (32° F to 113° F)

SUMMIT X460-24P, X460-48P

- Temp: 0° C to 40° C (32° F to 104° F)
- Humidity: 10% to 95% relative humidity, non-condensing
- Altitude: 0 to 3,000 meters (9,850 feet)
- Shock (half sine): 30 m/s2 (3 G), 11 ms, 60 shocks
- Random vibration: 3 to 500 Hz at 1.5 G rms

PACKAGING AND STORAGE SPECIFICATIONS

- Temp: -40° C to 70° C (-40° F to 158° F)
- Humidity: 10% to 95% relative humidity, non-condensing
- Packaged Shock (half sine): 180 m/s2 (18 G), 6 ms, 600 shocks
- Packaged Vibration: 5 to 62 Hz at velocity 5 mm/s, 62 to 500 Hz at 0.2 G
- Packaged Random Vibration: 5 to 20 Hz at 1.0 ASD w/–3 dB/oct. from 20 to 200 Hz
- Packaged Drop Height: 14 drops minimum on sides and corners at 42 inches (<15 kg box)

Regulatory and Safety

NORTH AMERICAN ITE

- UL 60950-1 2nd Ed., Listed Device (U.S.)
- CSA 22.2 #60950-1-03 2nd Ed. (Canada)
- Complies with FCC 21CFR 1040.10 (U.S. Laser Safety)
- CDRH Letter of Approval (US FDA Approval)

EUROPEAN ITE

- EN 60950-1:2007 2nd Ed.
- EN 60825-1+A2:2001 (Lasers Safety)
- TUV-R GS Mark by German Notified Body
- 2006/95/EC Low Voltage Directive

INTERNATIONAL ITE

- CB Report & Certificate per IEC 60950-1 2nd Ed. + National Differences
- AS/NZX 60950-1 (Australia /New Zealand)

EMI/EMC Standards

NORTH AMERICAN EMC FOR ITE

- FCC CFR 47 part 15 Class A (USA)
- ICES-003 Class A (Canada)

EUROPEAN EMC STANDARDS

- EN 55022:2006+A1:2007 Class A
- EN 55024:A2-2003 Class A includes IEC 61000-4-2, 3, 4, 5, 6, 11
- EN 61000-3-2,8-2006 (Harmonics)
- EN 61000-3-3 2008 (Flicker)
- ETSI EN 300 386 v1.4.1, 2008-04 (EMC Telecommunications)
- 2004/108/EC EMC Directive

INTERNATIONAL EMC CERTIFICATIONS

- CISPR 22: 2006 Ed 5.2, Class A (International Emissions)
- CISPR 24:A2:2003 Class A (International Immunity)
- IEC 61000-4-2:2008/EN 61000-4-2:2009 Electrostatic Discharge, 8kV Contact, 15 kV Air, Criteria A
- IEC 61000-4-3:2008/EN 61000-4-3:2006+A1:2008 Radiated Immunity 10V/m, Criteria A
- IEC 61000-4-4:2004 am1 ed.2./EN 61000-4-4:2004/A1:2010 Transient Burst, 1 kV, Criteria A
- IEC 61000-4-5:2005 /EN 61000-4-5:2006 Surge, 2 kV L-L, 2 kV L-G, Level 3, Criteria A
- IEC 61000-4-6:2008/EN 61000-4-6:2009 Conducted Immunity, 0.15-80 MHz, 10V/m unmod. RMS, Criteria A
- IEC/EN 61000-4-11:2004 Power Dips & Interruptions, >30%, 25 periods, Criteria C

COUNTRY SPECIFIC

- VCCI Class A (Japan Emissions)
- ACMA (C-Tick) (Australia Emissions)
- CCC Mark
- KCC Mark, EMC Approval (Korea)

TELECOM STANDARDS

- ETSI EN 300 386:2001 (EMC Telecommunications)
- ETSI EN 300 019 (Environmental for Telecommunications)
- NEBS Level 3 compliant to portions of GR-1089 Issue 4 & GR-63 Issue 3 as defined in SR3580 with exception to filter requirement
- MEF 9 compliant
- MEF 14 compliant

IEEE 802.3 MEDIA ACCESS STANDARDS

- IEEE 802.3ab 1000BASE-T
- IEEE 802.3z 1000BASE-X
- IEEE 802.3ae 10GBASE-X
- IEEE 802.3at PoE Plus

FAN AND ACOUSTIC NOISE

Summit X460-24t	43.3dB/63dB
Summit X460-48t	43.3dB/63.9dB
Summit X460-24p	42.9dB/62.9dB
Summit X460-48p	42.9dB/62.9dB
Summit X460-24x	43.3dB/63dB
Summit X460-48x	43.3dB/63.9dB
Summit X460-24tDC	43.3dB/63dB
Summit X460-48tDC	43.3dB/63.9dB
Summit X460-24xDC	43.3dB/63dB
Summit X460-48xDC	43.3dB/63.9dB

Accessories

Summit X460 Power Supplies

All Summit X460 series switches come with one power supply. If redundancy or higher power Power-over-Ethernet plus capability is required, an additional power supply can be installed in the system.

Summit 300W AC PSU	Summit 300W AC PSU is compatible with Summit X460-24t/48t/24x/48x switches.
Summit 750W PoE AC PSU	Summit 750W PoE AC PSU is compatible with Summit X460-24p/48p switches and provides 380 watts of PoE-plus power budget per one supply. When two PSUs are installed, the total PoE-plus power budget becomes 760 watts.
Summit 300W DC PSU	Summit 300W DC PSU is compatible with Summit X460-24tDC/48tDC/24xDC/48xDC switches.

Summit X460 Option Modules

Summit X460 series switches have two slots, Slot A and Slot B, to support optional modules that support 10 Gigabit Ethernet and stacking modules. Slot A supports two-port XFP 10 Gigabit Ethernet and two-port SFP+ 10 Gigabit Ethernet modules. Slot B supports a four-port SFP+ 10 Gigabit Ethernet module, a two-port SummitStack module, and a two-port SummitStack-V80 module.

SLOT A MODULES	SLOT B MODULES
2-port SFP+ 10GbE Module	4-port SFP+ 10GbE Module
2-port XFP 10GbE Module	2-port SummitStack Module 2-port SummitStack-V80 Module
	2-port SummitStack-V80 Module

XGM3S-4SF

4-port 10 Gigabit Ethernet module, provides four SFP+ ports. These four SFP+ ports can support both 10 Gigabit Ethernet SFP+ transceivers and Gigabit Ethernet transceivers.

Accessories

XGM3S-2XF

2-port 10 Gigabit Ethernet module, provides two XFP ports.

XGM3S-2SF

2-port 10 Gigabit Ethernet module, provides two SFP+ ports. These two SFP+ ports can support both 10 Gigabit Ethernet SFP+ transceivers and Gigabit Ethernet transceivers.

SUMMITSTACK MODULE

SummitStack module has two SummitStack stacking ports, and provides a 40 Gigabit stacking solution. This stacking module offers compatibility with other Extreme Networks stackable switches, which are Summit X250e, Summit X450e, Summit X480 with VIM2-SummitStack, and Summit X650 with VIM1-SummitStack or VIM1-10G8X.

SUMMITSTACK-V80 MODULE

SummitStack-V80 module has two SummitStack-V80 stacking ports, and provides an 80 Gigabit stacking solution. SummitStack-V80 offers a variety of stacking cable solutions: QSFP+ passive copper cable for short distance, and QSFP+ active fiber cable for long distance up to 100 meters.

WARRANTY

- Ltd. Lifetime with express Advanced Hardware Replacement
- For warranty details, visit http://www.extremenetworks.com/go/warranty

Ordering Information

PART NUMBER	NAME	DESCRIPTION
16401	Summit X460-24t	24 10/100/1000BASE-T, 8 100/1000BASE-X unpopulated SFP (4 SFP ports shared with 10/100/1000BASE-T ports), slot for optional XGM3 module(s), slot for optional stacking module, AC PSU with one unpopulated PSU slot, Fan module, ExtremeXOS Edge license
16402	Summit X460-48t	48 10/100/1000BASE-T, 4 100/1000BASE-X unpopulated SFP, slot for optional XGM3 module(s), slot for optional stacking module, AC PSU with one unpopulated PSU slot, Fan module, ExtremeXOS Edge license
16403	Summit X460-24p	24 10/100/1000BASE-T PoE, 8 100/1000BASE-X unpopulated SFP (4 SFP ports shared with 10/100/1000BASE-T ports), slot for optional XGM3 module(s), slot for optional stacking module, AC PoE PSU with one unpopulated PSU slot, Fan module, ExtremeXOS Edge license
16404	Summit X460-48p	48 10/100/1000BASE-T PoE, 4 100/1000BASE-X unpopulated SFP, slot for optional XGM3 module(s), slot for optional stacking module, AC PoE PSU with one unpopulated PSU slot, Fan module, ExtremeXOS Edge license
16405	Summit X460-24x	24 100/1000BASE-X unpopulated SFP, 8 10/100/1000BASE-T (4 10/100/1000BASE-T ports shared with SFP ports), slot for optional XGM3 module(s), slot for optional stacking module, AC PSU with one unpopulated PSU slot, Fan module, ExtremeXOS Edge license
16406	Summit X460-48x	48 100/1000BASE-X unpopulated SFP, slot for optional XGM3 module(s), slot for optional stacking module, AC PSU with one unpopulated PSU slot, Fan module, ExtremeXOS Edge license
16407	Summit X460-24tDC	24 10/100/1000BASE-T, 8 100/1000BASE-X unpopulated SFP (4 SFP ports shared with 10/100/1000BASE-T ports), slot for optional XGM3 module(s), slot for optional stacking module, DC PSU with one unpopulated PSU slot, Fan module, ExtremeXOS Edge license
16408	Summit X460-48tDC	48 10/100/1000BASE-T, 4 100/1000BASE-X unpopulated SFP, slot for optional XGM3 module(s), slot for optional stacking module, DC PSU with one unpopulated PSU slot, Fan module, ExtremeXOS Edge license
16409	Summit X460-24xDC	24 100/1000BASE-X unpopulated SFP, 8 10/100/1000BASE-T (4 10/100/1000BASE-T ports shared with SFP ports), slot for optional XGM3 module(s), slot for optional stacking module, DC PSU with one unpopulated PSU slot, Fan module, ExtremeXOS Edge license
16410	Summit X460-48xDC	48 100/1000BASE-X unpopulated SFP, slot for optional XGM3 module(s), slot for optional stacking module, DC PSU with one unpopulated PSU slot, Fan module, ExtremeXOS Edge license
16419	SummitStack module	2 x SummitStack port module – rear pluggable in Slot B for Summit X460 and E4G-400
16420	SummitStack-V80 module	2 x SummitStack-V80 port module – rear pluggable in Slot B for Summit X460 and E4G-400
16117	XGM3-2SF	Option card, two unpopulated 10 Gigabit SFP+ slots, compatible with Summit X460
16119	XGM3S-2xf/module	2 x 10GbE XFP port interface module - rear pluggable in Slot A for X460 and E4G-400, supporting SummitStack-V (and SyncE when used with E4G-400)
16120	XGM3SB-4sf/module	4 x 10GbE SFP+ ports - rear pluggable in Slot B for X460 and E4G-400, (supporting SyncE when used with E4G-400)
16126	XGM3S-2sf/module	2 x 10GbE SFP+ port interface module - rear pluggable in Slot A for X460 and E4G-400, supporting SummitStack-V (and SyncE when used with E4G-400)
16421	Summit X460 Advanced Edge Lic	ExtremeXOS Advanced Edge License for Summit X460 series switches
16422	Summit X460 Core License from Edge Lic	ExtremeXOS Advanced Core License upgrade from Edge License for Summit X460 series switches
16423	Summit X460 Core License from Advanced Edge	ExtremeXOS Advanced Core License upgrade from Advanced Edge License for Summit X460 series switches
16424	Summit X460 MPLS feature pack	ExtremeXOS MPLS Feature Pack for Summit X460 series switches

11011	Direct Attach Feature Pack	Direct Attach Feature Pack
16425	Summit X460 OpenFlow FeaturePack	ExtremeXOS SDN – OpenFlow Feature Pack for Summit X460 series switches
16426	X460 Multimedia(AVB) Feature Pack	ExtremeXOS Audio Video Bridging Feature Pack for Summit X460 series switches
10930	Summit 300W AC PSU	AC Power Supply module for Summit X460 series switches
10931	Summit 750W PoE AC PSU	PoE AC Power Supply module for Summit X460 series switches
10934	Summit 300W DC PSU	DC Power Supply module for Summit X460 series switches
10930A	Summit 300W AC PSU XT	300W AC Power Supply module for Summit X460 & E4G-400 Series Switches - Extended Temperature Range from -10 to +50 degrees Celsius
10934A	Summit 300W DC PSU XT	300W DC Power Supply module for Summit X460 & E4G-400 Series Switches- Extended Temperature Range from -10 to +50 degrees Celsius
10935	Summit X460 fan module	Fan module for Summit X460 series and E4G-400 series switches, spare
10319	QSFP+ SR4 module	40 Gigabit Ethernet QSFP+ SR4 optical module, MPO connector, 100m link length
10301	10GBASE-SR SFP+	10GBASE-SR SFP+, 850nm, LC Connector, transmission length of up to 300m on MMF
10302	10GBASE-LR SFP+	10GBASE-LR SFP+, 1310nm, LC Connector, transmission length of up to 10km on SMF
10309	10GBASE-ER SFP+	10GBASE-ER SFP+, 1550nm, LC connector, transmission length of up to 40km on SMF
10303	SFP+ LRM Module	10 Gigabit Ethernet SFP+ module, 1310nm, legacy MMF 220m link, LC connector
10121	SR XFP Module	10GBASE-SR XFP, LC Connector
10122	LR XFP Module	10GBASE-LR XFP, LC Connector
10124	ER XFP Module	10GBase-ER XFP 40km reach LC connector
10125	ZR XFP module	10 Gigabit Ethernet XFP module, 1550nm, SMF 80km, LC connector
10200	Tunable DWDM XFP	10 Gigabit Ethernet XFP Tunable DWDM module, C-band, SMF 80km, LC connector
10051	1000BASE-SX SFP	1000BASE-SX SFP, LC Connector
10052	1000BASE-LX SFP	1000BASE-LX SFP, LC Connector
10053	1000BASE-ZX SFP	1000BASE-ZX SFP, Extra Long Distance SMF 70 km/21 dB Budget, LC Connector
10056	1000BASE-BX-D SFP	1000BASE-BX-D SFP, SMF (1490nm TX/1310nm RX Wavelength)
10057	1000BASE-BX-U SFP	1000BASE-BX-U SFP, SMF (1310nm TX/1490nm RX Wavelength)
10060	100FX/1000LX SFP1	100FX/1000LX SFP, SMF, LC Connector (Requires MCP and 6dB Attenuator for 100FX-MMF Operation)
10063	100FX SFP1	100FX SFP, MMF, LC Connector
10064	1000BASE-LX100 SFP	1000BASE-LX100 SFP, Extra Long Distance SMF 100 km/30dB Budget, LC Connector
10065	10/100/1000BASE-T SFP1	10/100/1000BASE-T, SFP, CAT 5 cable 100m, RJ-45 Connector
10067	100BASE-FX SFP	100M SFP, 100FX MMF, (1310nm, 2km multimode transmission) LC connector
10066	100BASE-LX10 SFP	100M SFP, 100LX10 SMF, (1310nm 10km single mode transmission) LC connector
10058	100BASE-BX-D SFP	100M SFP, 100BASE-BX-D, SMF (1550nm TX/1310nm RX wavelength), 100 Mbps bidirectional
10059	100BASE-BX-U SFP	100M SFP, 100BASE-BX-U, SMF (1310nm TX/1550nm RX wavelength), 100 Mbps bidirectional
10071	SX SFP 10 Pack	SX-SFP 10 Pack
10072	LX SFP 10 Pack	LX-SFP 10 Pack
10051H	1000BASE-SX SFP, Hi	1000BASE-SX SFP, MMF 220 & 550 meters, LC connector, Industrial Temp
10053H	1000BASE-ZX SFP, Hi	1000BASE-ZX SFP, SMF 70km, LC connector, Industrial Temp
10071H	1000BASE-SX SFP 10 Pack, Hi	1000BASE-SX SFP 10 Pack, Industrial Temp

10072H	1000BASE-LX SFP 10 Pack, Hi	1000BASE-LX SFP 10 Pack, Industrial Temp
10311	QSFP+ passive copper cable, 0.5M	QSFP+ passive copper cable, 0.5M
10312	QSFP+ passive copper cable, 1.0M	QSFP+ passive copper cable, 1.0M
10313	QSFP+ passive copper cable, 3.0M	QSFP+ passive copper cable, 3.0M
10323	QSFP+ passive copper cable, 5.0M	QSFP+ passive copper cable, 5.0M
10315	QSFP+ active fiber cable, 10M	QSFP+ active fiber cable, 10M
10316	20m QSFP+ Active Optical Cable	QSFP+ active fiber cable, 20M
10318	QSFP+ active fiber cable, 100M	QSFP+ active fiber cable, 100M
10304	10GBASE-CR SFP+ 1m	10GBASE-CR SFP+ pre-terminated twin-ax copper cable with link lengths of 1m
10305	10GBASE-CR SFP+ 3m	10GBASE-CR SFP+ pre-terminated twin-ax copper cable with link lengths of 3m
10306	10GBASE-CR SFP+ 5m	10GBASE-CR SFP+ pre-terminated twin-ax copper cable with link lengths of 5m
10307	10GBASE-CR SFP+ 10m	10GBASE-CR SFP+ pre-terminated twin-ax copper cable with link lengths of 10m
16106	Stacking Cable, 0.5M	SummitStack/UniStack™ Stacking Cable, 0.5M
16107	Stacking Cable, 1.5M	SummitStack/UniStack Stacking Cable, 1.5M
16108	Stacking Cable, 3.0M	SummitStack/UniStack Stacking Cable, 3.0M
16105	Stacking Cable, 5.0M	SummitStack Stacking Cable, 5.0M2

[1] Not supported on Combo ports for Summit X460

[2] Not supported when using with Summit X650 or UniStack

POWER CORDS

In support of the Extreme Networks Green initiatives, power cords can be ordered separately but need to be specified at the time order. Please refer to www.extremenetworks.com/product/powercords/ for details on power cord availability for this product..

http://www.extremenetworks.com/contact / Phone +1-408-579-2800

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DATA SHEET

Summit X440 Series

The Intelligent, Affordable Edge

HIGHLIGHTS

Powered by the same robust, modular operating system as our BlackDiamond® X8 and other Summit switches, the Summit X440 utilizes the benefits of the ExtremeXOS operating system in an intelligent, affordable access edge. The Summit X440 series switches provide redundant power supplies, SummitStack capability, comprehensive security features and high performance switching in a cost effective, small access switch.

KEY FEATURES

- PoE/PoE+ for wireless access points, cameras and IP phones
- Extending Intelligent 10/100/1000
- BASE-T connectivity to the desktop
- Line rate on all ports including 2 x 10GBASE-X SFP+ uplinks
- BASE-X SFP based fiber switches, for long distance links.
- Stack using SummitStack ports or SummitStack-V over 10GBASE-X SFP+ ports
- Stack up to 8 members (Using L3 models)
- Stack with other Summit products from Extreme Networks
- Fan can switch to low speed or off for minimal noise
- Edge switching for both AC and DC powered environments
- Energy Efficient Ethernet - IEEE 802.3az

Overview

The Extreme Networks® Summit® X440 series switches extend the intelligence and resiliency of the ExtremeXOS® network operating system to the converged access edge, enabling fine grained Quality of Service (QoS), stacking, high availability features and identity aware security in a compact, cost effective switch.

Standards-based PoE/PoE+ support (802.3af / 802.3at) allows the Summit X440 series to support the large-scale rollout of converged network devices such as IP telephones, wireless access points as well as physical security devices such as video cameras.

With high density, low latency, line rate 10/100/1000 Ethernet, dedicated 10 Gbps stacking ports, available redundant power supplies, hardware-based IP support (IPv4 and IPv6) and rich Layer 2 to Layer 4 functionality in a compact, 1RU form factor, the Summit X440 also provides effective enterprise class network access.

High Availability

- Modular ExtremeXOS operating system
- Ethernet Automatic Protection Switching (EAPS) resiliency protocol
- SummitStack™ – highly available, high-speed stacking support
- External power supply for redundant power

High Performance

- High bandwidth, non-blocking architecture
- Quality of Service (QoS) with advanced traffic management capabilities
- Automatic provisioning via Universal Port capability
- Comprehensive network management functionality

- 8, 24, or 48-port Gigabit Ethernet (GbE) connectivity in a 1RU form factor
- SummitStack 40 Gbps
- 10 Gigabit Ethernet (10GbE) uplinks

Comprehensive Security Features

- Identity aware policy and host integrity enforcement
- Extensive MAC and IP security functionality to help prevent man-in-the-middle attacks
- Universal Port dynamic security profile to provide fine granular security policy in the network
- Multiple network edge authentication support with multiple endpoints per port

Software Defined Networking (SDN)

ExtremeXOS implementations of OpenFlow APIs allow an external OpenFlow-based SDN controller to access and control the forwarding plane of ExtremeXOS network devices. ExtremeXOS-based switches offer a programming interface through OpenFlow to enable high degree of automation in provisioning network services for many upper layer business critical applications running the OpenFlow-based SDN controller.

Extreme XOS-based switches also allow for integration with the OpenStack open source cloud computing platform for public and private clouds through the Extreme Networks Quantum plugin. The plugin provides a scalable, automated, rich API-driven system that enables networking-as-a-service model managing data center interconnect solutions and large multi-tenant networks.

Audio Video Bridging (AVB)

ExtremeXOS® supports IEEE Audio Video Bridging (AVB) standards to enable reliable real-time audio and video transmissions over Ethernet, for high-definition and time-sensitive multimedia streams with assigned Quality of Service (QoS). ExtremeXOS leverages AVB to identify and reserve network resources for A/V traffic streams and supports synchronous streaming capabilities to ensure reliable and high-quality A/V transmissions over Ethernet. AVB also enables time sensitive multimedia streams to be sent over the Ethernet network with low latency and provides service quality for high definition information and entertainment applications.

IEEE 802.3at PoE-plus

Summit X440 PoE+ models support both IEEE 802.3at PoE-plus and IEEE. 802.3af PoE. Summit X440 models that support PoE-plus provide a cumulative total 170 watt or 380 watt power budget, which can be allocated across all of the RJ45 ports on that particular switch.

Stacking

Each of the Summit X440 models with two SummitStack stacking ports, provide a 40 Gigabit stacking solution. This stacking capability offers compatibility with other Extreme Networks stackable switches, including the Summit X250e, Summit X450a/e, Summit X460 with SummitStack module, Summit X480 with VIM2-SummitStack, and Summit X650 with VIM1-SummitStack or VIM1-10G8X – allowing up to eight units in a stack.

The Summit X440 models with two 10 Gigabit Ethernet (10GbE) links can also stack using SummitStack-V alternative stacking. This stacking method also offers compatibility with other Extreme Networks stackable switches that use 10GbE ports for SummitStack-V including Summit X450e, X450a, X460, X480, X650, X670 and X770V.

The SummitStack stacking architecture is designed for rapid failover capability with n-1 master redundancy, distributed Layer 2 and Layer 3 switching, link aggregation across the stack, and 50 millisecond failover in most cases for path failure and hitless master/backup failover.

- Single management point for up to eight units
- High-speed 40 Gbps stacking
- Rapid Failover for converged applications
- Can mix Summit X250e, Summit X440 Series, Summit X450a/e,- Series, Summit X460, Summit X480, Summit X650 and Summit X670 Series switches for SummitStack™ 40 Gbps stacking

Technical Specifications

PERFORMANCE

SWITCH MODEL	AGGREGATED SWITCH BANDWIDTH	FRAME FORWARDING RATE
Summit X440-8t	64 Gbps	48 Mpps
Summit X440-8p	64 Gbps	48 Mpps
Summit X440-24t	88 Gbps	65 Mpps
Summit X440-24tDC	88 Gbps	65 Mpps
Summit X440-24p	88 Gbps	65 Mpps
Summit X440-24x	88 Gbps	65 Mpps
Summit X440-48t	136 Gbps	101 Mpps
Summit X440-48tDC	136 Gbps	101 Mpps
Summit X440-48p	136 Gbps	101 Mpps
Summit X440-24t-10G	88 Gbps	65 Mpps
Summit X440-24p-10G	88 Gbps	65 Mpps
Summit X440-24x-10G	88 Gbps	65 Mpps
Summit X440-48t-10G	136 Gbps	101 Mpps
Summit X440-48p-10G	136 Gbps	101 Mpps

WEIGHT AND PHYSICAL DIMENSIONS

SWITCH MODEL	WEIGHT	PHYSICAL DIMENSION
Summit X440-8t	5.8 lb (2.640 kg)	Height: 1RU, 1.73 inches (4.4 cm) Width: 12.0 inches (30.5 cm) Depth: 10.3 inches (26.1 cm)
Summit X440-8p	6.7 lb (3.035 kg)	
Summit X440-24t	8.4 lb (3.825 kg)	Height: 1RU, 1.73 inches (4.4 cm) Width: 17.4 inches (44.1 cm) Depth: 10.0 inches (25.4 cm)
Summit X440-24p	9.8 lb (4.465 kg)	
Summit X440-24x	8.4 lb (3.825 kg)	
Summit X440-24tDC	8.5 lb (3.869 kg)	
Summit X440-48t	9.1 lb (4.125 kg)	Height: 1RU, 1.73 inches (4.4 cm) Width: 17.4 inches (44.1 cm) Depth: 10.0 inches (25.4 cm)
Summit X440-24x	9.1 lb (4.130 kg)	
Summit X440-48p	10.7 lb (4.845 kg)	
Summit X440-24t-10G	8.5 lb (3.865 kg)	Height: 1RU, 1.73 inches (4.4 cm) Width: 17.4 inches (44.1 cm) Depth: 10.0 inches (25.4 cm)
Summit X440-24p-10G	9.8 lb (4.475 kg)	
Summit X440-24x-10G	8.5 lb (3.865 kg)	

Additional Performance Specifications

- Latency: <5 µs (64-byte)
- Max Packet Size: 9KB (Jumbo Frame Support)
- Total Trunks: 128 load sharing, members per trunk: 8
- VLANs: 4,094
- Ingress ACLs: 1,024

Forwarding Tables

- Layer 2/MAC Addresses: 16K
- Layer 2/Multicast Groups: 1K
- IPv4 LPM Entries: 32
- IPv6 LPM Entries: 16
- IPv4 Host Addresses: 509
- IPv6 Host Addresses: 256
- Layer 3 Interfaces: 256
- IP Multicast Groups: 64

CPU, Memory

- Single Core CPU, 500 MHz clock
- 512MB ECC DRAM
- 512MB Compact Flash

QoS, Rate Limiting

- Ingress bandwidth meters: 1,024
- Ingress metering granularity: 8 Kbps
- Ingress bandwidth policing/rate limiting per flow/ACL
- Egress QoS queues/port: 8
- Egress bandwidth rate shaping per egress queue and per port
- Egress rate granularity: 64 Kbps

LED Indicators

- Per port status LED including power status
- System Status LEDs: management, fan and power

Operating Conditions Temperature Range

- 0° C to 45° C (32° F to 113° F)
- Humidity: 10% to 95% relative humidity, non-condensing
- Altitude: 0 to 3,000 meters (9,850 feet)
- Shock (half sine): 30 m/s2 (3 G), 11 ms, 60 shocks
- Random vibration: 3 to 500 Hz
- at 1.5 G rms

Storage & Transportation Conditions (Packaged)

- Transportation Temperature: -40° C to 70° C (-40° F to 158° F)
- Storage and Transportation Humidity: 10% to 95% RH, non-condensing
- Packaged Shock (Half Sine): 180 m/s2 (18 G), 6ms, 600 shocks
- Packaged Sine Vibration: 5-62 Hz @ Velocity 5mm/s, 62-500 Hz @ 0.2G
- Packaged Random Vibration: 5-20 Hz @ 1.0 ASD w/-3dB/oct. from 20-200 Hz
- 14 drops min on sides & corners @ 42" (<15kg box)

EMI/EMC Standards

- FCC CFR 47 part 15 Class A (USA)
- ICES-003 Class A (Canada)
- 2004/108/EC EMC Directive
- EN 55022:2010 Class A (Emissions for ITE Equipment)
- EN 55024:2010 Class A includes EN 61000-4-2, 3, 4, 5, 6, 11
- EN 55011 :2009+A1:2010 (Emissions for Industrial, Scientific & Medical Radio Frequency Equipment)
- EN 61000-3-2: 2006+A2 2009 (Harmonics)
- EN 61000-3-3:2008 (Flicker)
- EN 61000-6-4: 2007+A1: 2011 (General Emissions for Industrial, Scientific & Medical)
- EN 61000-6-2:2005 (General Immunity for Industrial, Scientific & Medical)
- EN 50121-4:2006 (Emission and immunity of the signaling and telecommunications apparatus)

International EMC Standards

- CISPR 22:2008 Class A (International Emissions for ITE Equipment)
- CISPR 24:2010 Class A (International Immunity for ITE Equipment)
- IEC 61000-4-2:2008/EN 61000-4-2:2009 (Electrostatic Discharge, 8kV Contact, 15kV Air, Criteria A)
- IEC 61000-4-3:2010/EN 61000-4-3:2006+A12008 +A2:2010
- Radiated Immunity 20V/m, 80-960MHz, Criteria A
- Radiated Immunity 10V/m, 960-2100MHz, Criteria A
- Radiated Immunity 5V/m, 2100-2700MHz, Criteria A
- IEC 61000-4-4:2011/EN 61000-4-4: 2004+A1: 2010 Transient Burst
- Power AC, ± 2.0kV, Criteria A
- Power DC, ± 2.0kV CM, 1kV DM, Criteria A
- I/O Cables, ± 2.0kV for all I/O longer than 3m
- IEC 61000-4-5:2005/EN 61000-4-5:2006 Surge, Test to 2/4kV, Level 3
- AC Power, 1/2kV , Criteria A
- DC Power 1kV DM, 2kV CM, Criteria A
- I/O 1kV L-G, Criteria A
- IEC 61000-4-6:2008/EN 61000-4-6:2009 Conducted Immunity, 0.15-80 MHz, 10V/m unmod. RMS, Criteria A
- IEC 61000-4-8:2009/EN 61000-4-8:2010 Magnetic Immunity, Not applicable to Extreme's equipment
- IEC 61000-4-11:2004/EN 61000-4-11:2004 Power Dips & Interruptions, >30%, 25 periods, Criteria C
- VCCI Class A (Japan Emissions)
- ACMA (C-Tick) (Australia Emissions)
- CCC Mark
- KCC Mark, EMC Approval (Korea)

Telecom Standards

- ETSI EN 300 386: V1.5.1 (2010-10) EMC Telecommunications
- ETSI EN 300 019 (Environmental for Telecommunications)
- MEF 9 compliant
- MEF 14 compliant

IEEE 802.3 Media Access Standards

- IEEE 802.3ab 1000BASE-T
- IEEE 802.3z 1000BASE-X
- IEEE 802.3at PoE Plus
- IEEE 802.3az (EEE)

Environmental Standards

- EN/ETSI 300 019-2-1 v2.1.2 - Class 1.2 Storage
- EN/ETSI 300 019-2-2 v2.1.2 - Class 2.3 Transportation
- EN/ETSI 300 019-2-3 v2.1.2 - Class 3.1e Operational
- EN/ETSI 300 753 (1997-10) - Acoustic Noise
- ASTM D3580 Random Vibration Unpackaged 1.5G

Warranty

- Ltd. Lifetime with express Advanced Hardware Replacement
- For warranty details, visit http://www.extremenetworks.com/go/warranty

Safety Standards

- UL 60950-1 2nd Ed., Listed Device (U.S.)

External Ports

SWITCH MODEL	PORTS
Summit X440-8t	• 8 x 10/100/1000BASE-T (RJ45) ports • 4 x 100/1000BASE-X (SFP) unpopulated ports • 2 x SummitStack • 1 x Serial (console port) and 1 x 10/100BASE-T out-of-band management port
Summit X440-8p	• 8 x 10/100/1000BASE-T PoE-plus(RJ45) ports • 4 x 100/1000BASE-X (SFP) unpopulated ports • 2 x SummitStack • 1 x Serial (console port) and 1 x 10/100BASE-T out-of-band management port
Summit X440-24t	• 24 x 10/100/1000BASE-T (RJ45) – 4 ports are combo ports • 4 x 100/1000BASE-X (SFP) unpopulated combo ports • 2 x SummitStack • 1 x Serial (console port) and 1 x 10/100BASE-T out-of-band management port • 1 x Redundant Power Supply connector
Summit X440-24tDC	• 2 x SummitStack • 24 x 10/100/1000BASE-T (RJ45) – 4 ports are combo ports • 4 x 100/1000BASE-X (SFP) unpopulated combo ports • 2 x SummitStack • 1 x Serial (console port) and 1 x 10/100BASE-T out-of-band management port • 1 x DC PSU • 1 x Redundant Power Supply connector
Summit X440-24p	• 24 x 10/100/1000BASE-T PoE-plus(RJ45) – 4 ports are combo ports • 4 x 100/1000BASE-X (SFP) combo ports • 2 x SummitStack • 1 x Serial (console port) and 1 x 10/100BASE-T out-of-band management port • 1 x Redundant Power Supply connector
Summit X440-24x	• 24 x 100/1000BASE-X (SFP) unpopulated ports – 4 ports are combo ports • 4 x 10/100/1000BASE-T (RJ45) combo ports • 2 x SummitStack • 1 x Serial (console port) and 1 x 10/100BASE-T out-of-band management port • 1 x Redundant Power Supply connector
Summit X440-48t	• 48 x 10/100/1000BASE-T (RJ45) – 4 ports are combo ports • 4 x 100/1000BASE-X (SFP) unpopulated combo ports • 2 x SummitStack • 1 x Serial (console port) and 1 x 10/100BASE-T out-of-band management port • 1 x Redundant Power Supply connector
Summit X440-48tDC	• 48 x 10/100/1000BASE-T (RJ45) – 4 ports are combo ports • 4 x 100/1000BASE-X (SFP) unpopulated combo ports • 2 x SummitStack • 1 x Serial (console port) and 1 x 10/100BASE-T out-of-band management port • 1 x DC PSU • 1 x Redundant Power Supply connector
Summit X440-48p	• 48 x 10/100/1000BASE-T PoE-plus(RJ45) – 4 ports are combo ports • 4 x 100/1000BASE-X (SFP) combo ports • 2 x SummitStack • 1 x Serial (console port) and 1 x 10/100BASE-T out-of-band management port • 1 x Redundant Power Supply connector
Summit X440-24t-10G	24 x 10/100/1000BASE-T (RJ45) – 4 ports are combo ports 4 x 100/1000BASE-X (SFP) unpopulated combo ports 2 x 10GBASE-X SFP+ (1G/10G dual speed) unpopulated 1 x Serial (console port) and 1 x 10/100BASE-T out-of-band management port 1 x Redundant Power Supply connector
Summit X440-24p-10G	24 x 10/100/1000BASE-T PoE-plus(RJ45) – 4 ports are combo ports 4 x 100/1000BASE-X (SFP) combo ports 2 x 10GBASE-X SFP+ (1G/10G dual speed) unpopulated 1 x Serial (console port) and 1 x 10/100BASE-T out-of-band management port 1 x Redundant Power Supply connector

External Ports - continued

SWITCH MODEL	PORTS
Summit X440-24x-10G	• 24 x 100/1000BASE-X (SFP) unpopulated ports – 4 ports are combo ports • 4 x 10/100/1000BASE-T (RJ45) combo ports • 2 x 10GBASE-X SFP+ (1G/10G dual speed) unpopulated • 1 x Serial (console port) and 1 x 10/100BASE-T out-of-band management port • 1 x Redundant Power Supply connector
Summit X440-48t-10G	• 48 x 10/100/1000BASE-T (RJ45) – 2 ports are combo ports • 2 x 100/1000BASE-X (SFP) unpopulated combo ports • 2 x 10GBASE-X SFP+ (1G/10G dual speed) unpopulated • 1 x Serial (console port) and 1 x 10/100BASE-T out-of-band management port • 1 x Redundant Power Supply connector
Summit X440-48p-10G	• 48 x 10/100/1000BASE-T PoE-plus(RJ45) – 2 ports are combo ports • 2 x 100/1000BASE-X (SFP) combo ports • 2 x 10GBASE-X SFP+ (1G/10G dual speed) unpopulated • 1 x Serial (console port) and 1 x 10/100BASE-T out-of-band management port • 1 x Redundant Power Supply connector

Fan Speed and Acoustic Noise

SWITCH MODEL	LOW SPEED		HIGH SPEED	
	RPM	dB(A) Sound Pressure (LpA)	RPM	dB(A) Sound Pressure (LpA)
Summit X440-8t	0 (no fan)	0 (no fan)	0 (no fan)	0 (no fan)
Summit X440-8p	6800	44	11000	55
Summit X440-24t	0 (fan not on)	0 (fan not on)	11000	55
Summit X440-24tDC	0 (fan not on)	15	10500	51
Summit X440-24p	5900	42	11000	57
Summit X440-24x	0 (fan not on)	0 (fan not on)	11000	52
Summit X440-48t	5900	39	11000	55
Summit X440-48tDC	5900	39	10500	52
Summit X440-48p	5900	42	11000	57
Summit X440-24t-10G	0 (fan not on)	0 (fan not on)	11000	55

Fan Speed and Acoustic Noise

SWITCH MODEL	LOW SPEED		HIGH SPEED	
	RPM	dB(A) Sound Pressure (LpA)	RPM	dB(A) Sound Pressure (LpA)
Summit X440-24x-10G	5900	42	11000	57
Summit X440-24x-10G	5900	42	11000	53
Summit X440-48t-10G	5900	39	11000	55
Summit X440-48p-10G	5900	42	11000	57

Note: Sound pressure is measured in accordance with ISO 7779:2010(E).

Power Specifications

SWITCH MODEL	EFFICIENCY	POE BUDGET	EFFICIENCY
Summit X440-8t	39W		70%
Summit X440-8p	240W	170W	70%
Summit X440-24t	44W		70%
Summit X440-24tDC	38W		79%
Summit X440-24p	585W	380W	70%
Summit X440-24x	46W		70%
Summit X440-48t	60W		70%
Summit X440-48tDC	57W		82%
Summit X440-48p	600W	380W	69%
Summit X440-24t-10G	44W		75%
Summit X440-24p-10G	585W	380W	75%
Summit X440-24x-10G	46W		75%
Summit X440-48t-10G	95W		66%

Accessories

EXTERNAL POWER SUPPLY

EPS-C2

The EPS-C2 is an external power supply that supplies redundant power to Summit X440 switches. The EPS-C2 is a standalone unit that can be rack mounted in a regular 19-inch rack system. The EPS-C2 can be populated with up to three Summit 750W PoE AC PSU to provide a total redundant power budget of up to 2250W. The EPS-C2 can connect up to five Summit X440 switches, actively providing power to all five if needed.

Front View of the EPS-C2 Populated with 3 750W Power Supplies

Rear View of the EPS-C2

EPS-C2 Connected to a Summit X440

EPS MODEL	REDUNDANT POWER SUPPLY OUTPUT BLOCKS
EPS-C2	1 terminal block of 2x9 pins - used for other Summit switches 5 terminal blocks of 2x7 pins - used by Summit X440s Low Speed

EPS MODEL	ALLOWABLE PSU	ALLOWABLE PSU	POWER CORD INPUT PLUG/INPUT SOCKET	POWER CORD INPUT PLUG/INPUT SOCKET
EPS-C2	Summit 750W PoE AC PSU	IEC 320 C14	IEC 320 C13/C14	Min 18AWG

EPS MODEL	WEIGHT	ALLOWABLE PSU
EPS-C2	2.27 lb (5.0 kg)	Height: 1RU, 1.73 inches (4.4 cm) Width: 17.4 inches (44.1 cm) Depth: 15.1 inches (38.4 cm)

SWITCH MODEL	POWER SUPPLY INPUT SOCKET	POWER CORD INPUT PLUG/ INPUT SOCKET	POWER SUPPLY CORD GAUGE	REDUNDANT POWER SUPPLY INPUT SOCKET
Summit X440-8t	IEC 320 C14	IEC 320 C13/C14	Min 18AWG	n/a
Summit X440-8p	IEC 320 C14	IEC 320 C13/C14	Min 18AWG	n/a
Summit X440-24t	IEC 320 C14	IEC 320 C13/C14	Min 18AWG	2x7 pin terminal block
Summit X440-24tDC	#6 Terminal Block	#6, Crimp lugs, 16/14 AWG	Min 14 AWG	2x7 pin terminal block
Summit X440-24p	IEC 320 C14	IEC 320 C13/C14	Min 18AWG	2x7 pin terminal block
Summit X440-24x	IEC 320 C14	IEC 320 C13/C14	Min 18AWG	2x7 pin terminal block
Summit X440-48t	IEC 320 C14	IEC 320 C13/C14	Min 18AWG	2x7 pin terminal block
Summit X440-24tDC	#6 Terminal Block	#6, Crimp lugs, 16/14 AWG	Min 14 AWG	2x7 pin terminal block
Summit X440-48p	IEC 320 C14	IEC 320 C13/C14	Min 18AWG	2x7 pin terminal block
Summit X440-24t-10G	IEC 320 C14	IEC 320 C13/C14	Min 18AWG	2x7 pin terminal block
Summit X440-24p-10G	IEC 320 C14	IEC 320 C13/C14	Min 18AWG	2x7 pin terminal block
Summit X440-24x-10G	IEC 320 C14	IEC 320 C13/C14	Min 18AWG	2x7 pin terminal block

750W AC PSU (Model 10931) for PoE switches

PHYSICAL SPECIFICATIONS	
Dimensions	Height 40 mm (1.57 inches) Width 80 mm (3.15 inches) Depth 241.5 mm (9.5 inches)
Weight	2.25 lb (1.02kg)
POWER SPECIFICATIONS	
Voltage input range	85-264 VAC
Nominal input ratings	100 to 240 VAC, 50 to 60 Hz, 10 A
Nominal input current at full load	10 A at 90 VAC (low-line) 3.7 A at 230 VAC (high-line)
Line frequency range	47 to 63 Hz
Maximum inrush current	35 A
Output	12 VDC, 25 A maximum, 300 Watts 55 VDC, 8.18 A maximum, 450 Watts 3.3 VDC, 3.03 A maximum, 10 Watts
Power Supply input socket	IEC 320 C14
Power cord input plug	IEC 320 C13
Efficiency	Low Line: 88% at 50% load and 86% at 100% load High Line: 90% at 50% and 100% loads
ENVIRONMENTAL SPECIFICATIONS	
Operating Temperature	0 deg C to 45 deg C normal operation
Storage Temperature	-40 deg C to 70 deg C
Operating Humidity	20% to 90% relative humidity, non-condensing
Operational Shock	30 m/s2 (3g)

Ordering Information

PART NUMBER	NAME	DESCRIPTION
16501	Summit X440-8t	8 10/100/1000BASE-T, 4 1000BASE-X unpopulated SFP, SummitStack Stacking ports, 1 AC PSU, ExtremeXOS Edge license
16501T	Summit X440-8t-TAA	8 10/100/1000BASE-T, 4 1000BASE-X unpopulated SFP, SummitStack Stacking ports, 1 AC PSU, ExtremeXOS Edge license, TAA model
16502	Summit X440-8p	8 10/100/1000BASE-T PoE-plus, 4 1000BASE-X unpopulated SFP, SummitStack Stacking ports, 1 AC PSU, ExtremeXOS Edge license
16502T	Summit X440-8p-TAA	8 10/100/1000BASE-T PoE-plus, 4 1000BASE-X unpopulated SFP, SummitStack Stacking ports, 1 AC PSU, ExtremeXOS Edge license, TAA model
16503	Summit X440-24t	24 10/100/1000BASE-T, 4 1000BASE-X unpopulated SFP (4 SFP ports shared with10/100/1000BASE-T ports), SummitStack Stacking ports, 1 AC PSU, ExtremeXOS Edge license, connector for external power supply
16503T	Summit X440-24t-TAA	24 10/100/1000BASE-T, 4 1000BASE-X unpopulated SFP (4 SFP ports shared with 10/100/1000BASE-T ports), Summit Stack Stacking ports, 1 AC PSU, ExtremeXOS Edge license, connector for external power supply, TAA model
16519	Summit X440-24tDC	24 10/100/1000BASE-T, 4 1000BASE-X unpopulated SFP (4 SFP ports shared with 10/100/1000BASE-T ports), Summit Stack Stacking ports, 1 DC PSU, ExtremeXOS Edge license, connector for external power supply.
16504	Summit X440-24p	24 10/100/1000BASE-T PoE-plus, 4 1000BASE-X unpopulated SFP (4 SFP ports shared with10/100/1000BASE-T ports), SummitStack Stacking ports, 1 AC PSU, ExtremeXOS Edge license, connector for external power supply

PART NUMBER	NAME	DESCRIPTION
16504T	Summit X440-24p-TAA	24 10/100/1000BASE-T PoE-plus, 4 1000BASE-X unpopulated SFP (4 SFP ports shared with 10/100/1000BASE-T ports), Summit Stack Stacking ports, 1 AC PSU, ExtremeXOS Edge license, connector for external power supply, TAA model
16513	Summit X440-24x	24 100/1000BASE-X SFP ports, 4 gigabit combo ports (4 RJ45 ports shared with 100/1000BASE-X ports), SummitStack Stacking ports, 1 AC PSU, ExtremeXOS Edge license, connector for external power supply
16505	Summit X440-48t	48 10/100/1000BASE-T, 4 1000BASE-X unpopulated SFP (4 SFP ports shared with 10/100/1000BASE-T ports), SummitStack Stacking ports, 1 AC PSU, ExtremeXOS Edge license, connector for external power supply
16520	Summit X440-48tDC	48 10/100/1000BASE-T, 4 1000BASE-X unpopulated SFP (4 SFP ports shared with 10/100/1000BASE-T ports), Summit Stack Stacking ports, 1 DC PSU, ExtremeXOS Edge license, connector for external power supply.
16505T	Summit X440-48t-TAA	48 10/100/1000BASE-T, 4 1000BASE-X unpopulated SFP (4 SFP ports shared with 10/100/1000BASE-T ports), SummitStack Stacking ports, 1 AC PSU, ExtremeXOS Edge license, connector for external power supply, TAA model
16506	Summit X440-48p	48 10/100/1000BASE-T PoE-plus, 4 1000BASE-X unpopulated SFP (4 SFP ports shared with 10/100/1000BASE-T ports), SummitStack Stacking ports, 1 AC PSU, ExtremeXOS Edge license, connector for external power supply
16506T	Summit X440-48p-TAA	48 10/100/1000BASE-T PoE-plus, 4 1000BASE-X unpopulated SFP (4 SFP ports shared with 10/100/1000BASE-T ports), SummitStack Stacking ports, 1 AC PSU, ExtremeXOS Edge license, connector for external power supply, TAA model
16507	Summit X440-24t-10G	24 10/100/1000BASE-T, 2 1000BASE-X unpopulated SFP (2 SFP ports shared with 10/100/1000BASE-T ports), 2 10GBASE-X SFP+, 1 AC PSU, ExtremeXOS Edge license, connector for external power supply
16507T	Summit X440-24t-10G-TAA	24 10/100/1000BASE-T, 4 1000BASE-X unpopulated SFP (2 4 SFP ports shared with 10/100/1000BASE-T ports), 2 10GBASE-X SFP+, 1 AC PSU, ExtremeXOS Edge license, connector for external power supply, TAA model
16508	Summit X440-24p-10G	24 10/100/1000BASE-T PoE-plus, 2 1000BASE-X unpopulated SFP (2 SFP ports shared with 10/100/1000BASE-T ports), 2 10GBASE-X SFP+, 1 AC PSU, ExtremeXOS Edge license, connector for external power supply
16508T	Summit X440-24p-10G-TAA	24 10/100/1000BASE-T PoE-plus, 4 1000BASE-X unpopulated SFP (4 SFP ports shared with 10/100/1000BASE-T ports), 2 10GBASE-X SFP+, 1 AC PSU, ExtremeXOS Edge license, connector for external power supply, TAA model
16514	Summit X440-24x-10G	24 100/1000BASE-X SFP ports, 4 gigabit combo ports (4 RJ45 ports shared with 100/1000BASE-X ports), 2 10GBASE-X SFP+, 1 AC PSU, ExtremeXOS Edge license, connector for external power supply
16509	Summit X440-48t-10G	48 10/100/1000BASE-T, 2 1000BASE-X unpopulated SFP (2 SFP ports shared with 10/100/1000BASE-T ports), 2 10GBASE-X SFP+, 1 AC PSU, ExtremeXOS Edge license, connector for external power supply
16509T	Summit X440-48t-10G-TAA	48 10/100/1000BASE-T, 2 1000BASE-X unpopulated SFP (2 SFP ports shared with 10/100/1000BASE-T ports), 2 10GBASE-X SFP+, 1 AC PSU, ExtremeXOS Edge license, connector for external power supply, TAA model
16510	Summit X440-48p-10G	48 10/100/1000BASE-T PoE-plus, 2 1000BASE-X unpopulated SFP (2 SFP ports shared with 10/100/1000BASE-T ports), 2 10GBASE-X SFP+, 1 AC PSU, ExtremeXOS Edge license, connector for external power supply
16510T	Summit X440-48p-10G-TAA	48 10/100/1000BASE-T PoE-plus, 2 1000BASE-X unpopulated SFP (2 SFP ports shared with 10/100/1000BASE-T ports), 2 10GBASE-X SFP+, 1 AC PSU, ExtremeXOS Edge license, connector for external power supply, TAA model
16513	Summit X440-24x	24 100/1000BASE-X SFP ports, 4 gigabit combo ports (4 RJ45 ports shared with 100/1000BASE-X ports), SummitStack Stacking ports, 1 AC PSU, ExtremeXOS Edge license, connector for external power supply
16521	Summit X440 Adv. Edge License	ExtremeXOS Advanced Edge License for Summit X440 Series Switches
16522	Summit X440 OpenFlow FeaturePack	ExtremeXOS SDN - OpenFlow Feature Pack for Summit X440 series switches
16523	X440 Multimedia(AVB) Feature Pack	ExtremeXOS Audio Video Bridging Feature Pack for Summit X440 series switches
10936	EPS-C2	External Power System Chassis 2. Accepts up to three Summit 750W AC PoE PSU 48V power supplies. Accepts up to 3 EPS-CBL-2x7 or up to 1 EPS-CBL-2x9 cables.
10939	EPS-CBL-2x7	External Power System Cable (1M) that connects EPS to any Summit X440 for providing redundant DC power.

PART NUMBER	NAME	DESCRIPTION
10931	Summit 750W PoE AC PSU	PoE AC Power Supply module for EPS-C2 Chassis Redundant Power Supply
10301	10GBASE-SR SFP+	10GBASE-SR SFP+, 850nm, LC Connector, transmission length of up to 300m on MMF
10302	10GBASE-LR SFP+	10GBASE-LR SFP+, 1310nm, LC Connector, transmission length of up to 10km on SMF
10309	10GBASE-ER SFP+	10GBASE-ER SFP+, 1550nm, LC connector, transmission length of up to 40km on SMF
10310	10GBASE-ZR SFP+	10GBASE-ZR SFP+ 1550nm, LC connector, transmission length up to 80km on SMF
10303	SFP+ LRM Module	10 Gigabit Ethernet SFP+ module, 1310nm, legacy MMF 220m link, LC connector
10304	10GBASE-CR SFP+ 1m	10GBASE-CR SFP+ pre-terminated twin-ax copper cable with link lengths of 1m
10305	10GBASE-CR SFP+ 3m	10GBASE-CR SFP+ pre-terminated twin-ax copper cable with link lengths of 3m
10306	10GBASE-CR SFP+ 5m	10GBASE-CR SFP+ pre-terminated twin-ax copper cable with link lengths of 5m
10307	10GBASE-CR SFP+ 10m	10GBASE-CR SFP+ pre-terminated twin-ax copper cable with link lengths of 10m
10051H	1000BASE-SX SFP, Hi	1000BASE-SX SFP,, MMF 220 & 550 meters, LC Connector, Industrial Temp
10052H	1000BASE-LX SFP, Hi	1000BASE-LX SFP, LC Connector, Industrial Temp
10053 H	1000BASE-ZX SFP	1000BASE-ZX SFP, SMF 70 km, LC Connector, Industrial Temp
10056H	1000BASE-BX-D SFP, Hi	1000BASE-BX-D SFP, SMF (1490nm TX/1310nm RX Wavelength), Industrial Temp
10057H	1000BASE-BX-U SFP, Hi	1000BASE-BX-U SFP, SMF (1310nm TX/1490nm RX Wavelength), Industrial Temp
10060*	100FX/1000LX SFP	100FX/1000LX SFP, SMF, LC Connector (Requires MCP and 6dB Attenuator for 100FX-MMF Operation)
10063*	100FX SFP	100FX SFP, MMF, LC Connector
10064	1000BASE-LX100 SFP	1000BASE-LX100 SFP, Extra Long Distance SMF 100 km/30dB Budget, LC Connector
10065*	10/100/1000Base-T SFP	10/100/1000BASE-T SFP module, Category 5 cable 100m link, RJ45-Connector
10067	100BASE-FX SFP	100M SFP, 100FX MMF, (1310nm, 2km multimode transmission) LC connector
10066	100BASE-LX10 SFP	100M SFP, 100LX10 SMF, (1310nm 10km single mode transmission) LC connector

PART NUMBER	NAME	DESCRIPTION
10059	100BASE-BX-U SFP	100M SFP, 100BASE-BX-U, SMF (1310nm TX/1550nm RX wavelength), 100 Mbps bidirectional
10071H	1000BASE-SX SFP 10 Pack, Hi	1000BASE-SX SFP 10 Pack, Industrial Temp
10072H	1000BASE-LX SFP 10 Pack, Hi	1000BASE-LX SFP 10 Pack, Industrial Temp
16106	Stacking Cable, 0.5M	SummitStack/UniStack™ Stacking Cable, 0.5M
16107	Stacking Cable, 1.5M	SummitStack/UniStack Stacking Cable, 1.5M
16108	Stacking Cable, 3.0M	SummitStack/UniStack Stacking Cable, 3.0M
16105	Stacking Cable, 5.0M	SummitStack Stacking Cable, 5.0M

* Not supported on combo ports

Protocols and Standards

A list of supported protocols and standards is available on the Extreme Networks website at:
http://www.extremenetworks.com/products/extreme-xos.aspx

POWER CORDS
In support of the Extreme Networks Green initiatives, power cords can be ordered separately but need to be specified at the time order. Please refer to www.extremenetworks.com/product/powercords/ for details on power cord availability for this product..

http://www.extremenetworks.com/contact / Phone +1-408-579-2800

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DATA SHEET

NetSight®

End-to-end application visibility and control

HIGHLIGHTS

BUSINESS ALIGNMENT

- Transform complex network data into business-centric, actionable information
- Centralize and simplify the definition, management, and enforcement of policies such as guest access or personal devices
- Easily integrate with business apps with Software Defined Networking

OPERATIONAL EFFICIENCY

- Reduce IT administrative effort with the automation of routine tasks and web-based dashboard
- Streamline management with the integration of wired and wireless networks
- Easily enforce policies network-wide for QoS, bandwidth, etc.
- Troubleshoot with the convenience of a smart phone or tablet
- Integrate with enterprise management platforms

SECURITY

- Protect corporate data with centralized monitoring, control, and real-time response
- Enhance existing investments in network security
- Preserve LAN/WLAN network integrity with unified policies

SERVICE AND SUPPORT

- Industry-leading first call resolution rates and customer satisfaction rates
- Personalized services, including site surveys, network design, installation and training

Unified LAN/WLAN management system simplifies tools and automates management tasks across the entire infrastructure

Easy policy enforcement, network-wide, ensures the availability of network resources for today's bandwidth intensive applications

Highly automated capabilities avoid time-consuming manual tasks for consistency and increased efficiency

Specialized identity and access management for visibility and control of users' devices

Anytime, anywhere management from popular mobile devices for the fastest response times

Product Overview

Extreme Networks NetSight's rich set of integrated management capabilities provides centralized visibility and highly efficient anytime, anywhere control of enterprise wired and wireless network resources. NetSight is distinguished by web-based OneView™, the unified control interface. Graphical and exceptionally easy-to-use, OneView™ simplifies troubleshooting, help desk support tasks, problem solving and reporting. It's Identity and Access interface provides specialized visibility and control for the exploding number of managed and unmanaged devices connecting to today's networks.

NetSight is distinctive for granularity that reaches beyond ports, VLANs and SSIDs down to individual users, applications, and protocols. NetSight increases efficiency, enabling IT staff to avoid time-consuming manual device-by-device configuration tasks. NetSight fills the functionality gap between traditional element managers that offer limited vendor-specific device control, and expensive, complex enterprise management applications. NetSight is a key component of OneFabric™ Control Center, Extreme Networks' predictive network management solution for end to end application delivery.

NetSight, with wireless management, is the foundation for centrally monitoring and managing all the components in the infrastructure. NetSight enables the network infrastructure to be viewed as a unified whole rather than as a collection of disparate individual components. It transforms complex network data into graphical, business-centric information making the network less complicated and better aligned with business requirements.

With its distributed client/server architecture, NetSight is exception-ally convenient to use. A user with appropriate security credentials anywhere on the network can access a launch page and log into any of the NetSight capabilities. NetSight simplifies routine and one-time tasks such as reconfiguring switches and access points, monitoring network performance, and isolating faults. It takes ad-vantage of advanced functionality in Extreme Networks switching, routing, and wireless products including topology maps, FlexViews (graphical depictions of a broad range of network parameters), VLAN management, device discovery, and event logging.

CAPABILITY	BENEFITS
NetSight with Wireless Management Graphically displays aggregated wired and wireless network information for centralized and simplified management of all infrastructure components as a single system	• Combines WLAN/LAN management for greater IT operational efficiency • Facilitates communication and alignment between IT and line of business • Adds value to existing management platforms • Reduces total cost of ownership
Policy Management Automates the definition and enforcement of network-wide policy rules controlling QoS, priority, bandwidth, and security	• Fully aligns the network infrastructure with business objectives • Simplifies policy lifecycle management easing IT burden • Reduces troubleshooting time • Minimizes risk of disruptions
Identity and Access Specialized OneView™ interface provides easy-to-use, exceptionally detailed information about connected end systems	• Enables efficient control in the BYOD environment • Visibility and policy enforcement end-to-end • Monitors and manages risk from unmanaged devices • Ensures network availability and performance
Automated Security Management Integrates with Extreme Networks IPS, NAC, SIEM, and other third party security appliances to respond automatically and remediate threats in real-time	• Protects corporate data and ensures network availability • Ensures response actions are policy-based and executed consistently • Reduces IT staff burden and costs
Network Access Control (NAC) Management Manages the Mobile IAM and NAC solutions providing granular control over users and applications, and featuring a high-level dash-board view of the complete security posture	• Ensures that only the right users have access to the right information from the right place and time • Maintains guest/contractor and user productivity • Simplifies end-system compliance monitoring and reporting • Delivers quick time to value
Inventory Management Automates management of device configurations and provides tools to capture, modify, load, and verify configurations	• Provides network control and better efficiency • Streamlines IT operations and enhances staff productivity • Enables audit efficiency and cost savings
OneView™ Unified web-based interface and fine-grained interactive search for network analysis, problem solving, help desk visibility and reporting	• State-of-the-art graphics reporting and topology displays enable efficiency and more effective communications • Simplifies troubleshooting, help desk support tasks, problem solving across wireless and wired networks • Streamlines wireless management
Mobile Management Optimizes network management and help desk troubleshooting with anywhere, anytime access to critical information using popular mobile devices	• Prevents loss of user productivity • Most responsive network management

OneView™

Extreme Networks NetSight unifies all the capabilities under one web-based control interface. With OneView™, critical network information is accessible and easy to use. This powerful tool enables both man-agers and technical staff to be more efficient in their monitoring, reporting, analysis, troubleshooting and problem solving tasks.

Highlights among the OneView™ capabilities include: wired/wireless dashboards, detailed identity and access information, reports, interactive topology maps, web-based FlexViews, device views and alarm and event management for the entire infrastructure. NetFlow diagnostics are incorporated into OneView™ enabling diagnosis of network issues and performance through real-time NetFlow analysis.

The OneView™ wireless dashboard streamlines network monitoring with consolidated status of all the devices and drill down ability for more details. State-of-the-art reporting provides historical and real-time data for high level network summary information and/or details. The reports and other views are interactive allowing users to choose the specific variables they need when analyzing data. Web-based FlexViews enable real-time diagnostics.

OneView™'s identity and access interface provides a dashboard summary of all connected systems with interactive charts and graphs for further details. Additional dashboards show information about the systems and appliances, and the health status of connected end systems. A unique end system view contains all the available details about connected systems solving a range of IT issues from troubleshooting user access to quickly identifying types devices (i.e. Windows, MAC, Android, IOS) and how they authenticated to the network.

OneView™'s search functionality is a powerful diagnostic tool. End systems are searchable by port, MAC address and IP or IP/Port. The results page provides an interactive topology map consolidating all the data sources available for that location such as performance data, NetFlow data and network access control data. Troubleshooting is simple and efficient with all the data in one graphical and easy to use page.

Wireless Management

Wireless management is integrated into NetSight providing a single launch point for wired/wireless management and common management functionality. NetSight's integrated wired/wireless management, streamlines IT effort and lowers costs. Configuration changes are specified and deployed in minutes rather than hours. A single administrator can manage significantly more users and devices by utilizing the inherent automation features in NetSight.

The OneView™ interface enables highly efficient monitoring, analysis and troubleshooting. For wireless management, OneView™ features coverage maps, location maps, wireless summary dash-boards, reports, topology display for end-system troubleshooting and wireless client statistics analysis and reporting. The OneView™ wireless management information available with mobile management makes control easy and responsive with the convenience of a smart phone or tablet.

Policy Management

NetSight policy management centralizes all the policies for users, applications, protocols, VLANs, ports, and data flows. It automates the definition, distribution, and enforcement of policy rules across the entire network. With an intuitive user interface, administrators can define policies once and then automatically enforce them on Extreme Networks policy enabled infrastructure devices.

Unified wired/wireless policy management consolidates user access to protect IT services. Policy management defines global user policies, dynamically updates and continuously enforces policy across wired and wireless environments. Packets are inspected and filtered at the AP and admitted or blocked based on the user's policy. Policy also controls topology management, traffic flows and unlimited Class of Service for wireless controllers.

Policy is role-based, significantly streamlining policy administration. Individual users with similar behavior profiles, such as sales man-agers, executives, or guest users are grouped into a far smaller number of roles. Applying roles makes it far easier to align the net-work infrastructure with the business and control guest users, en-force regulatory mandates, and enforce acceptable use rules.

Policy management includes a unique tool for delegating limited administration controls to non-technical line of business users. From a secure web-based console, a delegated user such as a line of business manager, receptionist, or classroom instructor can easily select a policy to implement. Policies are enabled or disabled with a simple mouse click and changes are instantly acknowledged on the console.

Network Access Control Management

Network Access Control (NAC) management combines with Extreme Networks NAC appliances or virtual appliances for a complete net-work access control solution, ensuring that only the right users have the right access to the right information from the right place at the right time. NAC management software provides secure, policy-based NAC management. From one, centralized location IT staff can configure and control the NAC solution, simplifying deployment and on-going administration. The Extreme Networks NAC IP-to-ID Mapping capability binds together the username, IP address and MAC address, and physical port of each endpoint. NetSight reports this important information for audit or forensics analysis.

NAC management provides additional value through its integration with other NetSight capabilities and Extreme Networks security products. For example, NAC management with policy management enable "one click" enforcement of role-based policies. IP-to-ID Mapping is also used by ASM for location-independent distributed intrusion prevention and by Extreme Networks Security Information & Event Manager (SIEM) to pinpoint the source of the threat.

Inventory Management

NetSight inventory management efficiently documents and updates the details of the ever-changing network. It simplifies the deployment and management of Extreme Networks devices and supports basic configuration and firmware device management functions for popular third party devices. IT staff can easily perform a broad list of tasks including device administration on configuration files, schedule firmware updates, archive configuration data, or restore one or multiple devices to a known good state. Script-based configuration allows custom configuration scripts to be pushed to a set of devices. NetSight identifies unused ports and chassis slots and tracks moves, adds, and changes for Field Replaceable Units.

Inventory management also tracks configuration changes for Extreme Networks devices made by NetSight, third-party management applications, or the command line interface.

Automated Security Management

Automated Security Management is a unique threat response solution that translates security intelligence into security enforcement. It interoperates with the Extreme Networks Intrusion Prevention System (IPS) and third-party network security appliances to automate responses to security incidents, remediating threats in real-time. It ensures that corporate data is protected, secure, and available.

ASM executes policy-based rules, and when triggered, maps IP addresses to ports and takes assigned actions. The range of possible response actions is broad and configurable, including quarantining the user, disconnecting a wired or wireless client, or rate-limiting the traffic flow. Taking the action does not disrupt other users.

Combined with policy management functions and IPS, ASM provides sophisticated identification and management of threats and vulnerabilities. For example, when notified by the IPS, ASM can determine the exact source location of a threat, determine a response based on the security policy, and trigger the configured action on the network switch, access point or wireless controller.

Mobile Management

NetSight mobile management extends OneView™ optimizing net-work management and help desk troubleshooting with anywhere, anytime access to critical information using popular mobile devices such as Pad®, iPhone® and Android™ devices. Capabilities include: Network Access Control (NAC) end-system view, system location and tracking, wireless dashboards; detailed views of controllers and APs; event logs, and wireless client search.

OneFabric Connect/SDN

The Extreme Networks OneFabric Connect API provides a simple, open, programmable and centrally managed way to implement Software Defined Networking (SDN) for any network. With OneFabric Connect, business applications can be directly controlled from the One-Fabric Control Center Advanced managed via NetSight. The result is a complete SDN solution. More information is available in the OneFabric Connect API Datasheet.

NetSight Features

IPV6

Extreme Networks NetSight supports IPv6 management for IPv6 capable devices.

DEVICE DISCOVERY

A topology map is an automatically generated visual representation of network connectivity. Topology maps, encompassing integrated wired and wireless networks, provide network administrators with in-depth graphical views of device groupings, device links, VLANs, and Spanning Tree status. Color codes are used to indicate device status and SNMP/SNMPv3 or information traps are easily generated.

NETWORK TOPOLOGY MAPS

A topology map is an automatically generated visual representation of network connectivity. Topology maps, encompassing integrated wired and wireless networks, provide network administrators with in-depth graphical views of device groupings, device links, VLANs, and Spanning Tree status. Color codes are used to indicate device status and SNMP/SNMPv3 or information traps are easily generated.

FLEXVIEWS AND GRAPHING

Incorporating both wired and wireless systems, FlexViews are Con-sole tools that allow network support staff to view a broad range of network configuration parameters in graphical format—including tables, bar graphs, line graphs, and pie charts. FlexView data is searchable and sortable. For example, an administrator can use a FlexView to quickly determine the top instances of ports with sustained load over 30% across all networked devices. Console ships with predefined FlexViews that depict status and-configuration information for the entire network. An administrator can easily modify and apply filters to these predefined FlexViews, or create additional ones. FlexView data may also be exported in CSV, XML, and HTML formats.

REALCAPTURE

RealCapture allows the on-demand, real time collection of over-the-air traffic for troubleshooting and problem resolution. It gives IT administrators visibility into the RF environment for quicker problem resolution.

BASIC POLICY MANAGEMENT

Basic Policy Management allows users to view and configure port default policy for network attached devices. Use Basic Policy Management to view information about each port login session, including authentication type and authenticated user role.

COMPASS

Compass is an endpoint and user search tool that allows the user to quickly locate information pertaining to an individual network user or group of users across the integrated wired and wireless network. It provides searches by user name, switch authentication, physical location, MAC address, IP address, IP Subnet, and other parameters.

VLAN TOOLS

Console includes a set of VLAN management tools to simplify the system-wide deployment of VLAN configuration and monitoring capabilities. Using these tools a user can easily create VLAN con-figuration parameters which may be deployed automatically to mul-tiple devices or to groups of ports.

MIB BROWSER TOOLS

Console's Management Information Base (MIB) Browser allows the user to examine the SNMP MIB variables of network attached devices and set the values of writable MIB objects.

ALARMS AND EVENTS

NetSight provides advanced alarm management significantly reducing problem response time. Any event can be configured to create an alarm along with a color-coded severity scheme. Alarms may be configured based on statistical thresholds. Alarm actions such as emails or other notifications are completely configurable. Alarms are highly visible including at-a-glance alarm status integrated with existing displays and visual indicators in device status. Alarm information may be archived, exported, filtered or searched. Alarm clearing can be manual or automatic.

EASE OF INSTALLATION

All NetSight client-server applications are installed in a single step and the license key automatically determines which features are enabled. Product upgrades to add additional functionality are fast and straightforward. The Java®-based NetSight client application is automatically installed and launched by clicking on a URL and is automatically upgraded if not at the correct revision level. This ensures that the server and client are always in sync, and all installation and upgrades only need to be performed on the server. The NetSight client supports single sign-on so users are prompted just once for their authentication credentials across any of the NetSight capabilities. Permission consistency also limits user access to only authorized MIB information.

DATABASE BACKUPS

Administrators can schedule backups of the NetSight database for easier recovery.

FAILOVER

NetSight may be implemented in failover mode when it is deployed as a virtual machine. Leveraging VMware ESC and vCenter, an automatic failover based on hardware failure is provided if contact to the NetSight server is lost.

Deployment Flexibility

NetSight is typically downloaded and installed on enterprise server machines. It is also available as an appliance or virtual appliance for enterprises that seek the benefits of these other deployment alternatives.

NetSight Appliance– server with all capabilities pre-installed (activated via license keys) for enterprises that prefer the easy deployment of an appliance.

NetSight Virtual Appliance – virtual appliance with capabilities pre-installed (activated via license keys) for enterprises who wish to further leverage their virtualized environments. It provides all the benefits of the management suite with the advantages of a virtual environment – simple installation and cost savings from the use of existing hardware.

System Requirements

NETSIGHT SERVER AND CLIENT OS REQUIREMENTS

These are the operating system requirements for both the NetSight Server and remote NetSight client machines.

Windows (qualified on the English version of the operating systems)
Windows Server® 2003 w/ Service Pack 2 (64-bit & 32-bit)
Windows XP® w/ Service Pack 2 or 3 (32-bit only)
Windows Server® 2008 Enterprise (64-bit & 32-bit)
Windows Server® 2012 Enterprise (64-bit only)
Windows® 7 (64-bit & 32-bit)
Windows® 8 & 8.1 (64-bit & 32-bit)

Linux
Red Hat Enterprise Linux WS and ES v5 and v6 (64-bit & 32-bit)
SuSE Linux versions 10, 11, and 12.3 (64-bit & 32-bit)
Ubuntu 11.10 Desktop version
(32-bit , remote NetSight client only)
Ubuntu 11.10, 12.04, and 13.04 (64-bit)

Mac OS® X (remote NetSight client only)
Snow Leopard®

VMware® (64-bit NetSight Virtual Appliance)
VMware ESXi™ 4.0, 4.1, 5.0, 5.1, or 5.5 server

NETSIGHT SERVER AND CLIENT HARDWARE REQUIREMENTS

These are the hardware requirements for the NetSight Server and NetSight client machines:

NetSight Server
Minimum - 32-bit Windows 7; Dual-Core 2.4 GHz Processor, 2 GB RAM, 10 GB Free Disk Space

Medium - 64-bit Desktop, Windows 2008 R2 or Linux; Quad-Core 2.66 GHz Processor, 8 GB RAM, 40 GB Free Disk Space

Large - 64-bit Server Linux; Dual Quad-Core Intel® Xeon CPU E5530 2.4 GHz Processors,12 GB RAM, 100 GB Free Disk Space

NetSight Client
Recommended-Dual-Core2.4 GHz Processor,2 GB RAM Free Disk Space-100MB (User's home directory requires50MB for file storage Java Runtime Environment (JRE) 6 or 7 (also referred to as 1.6 or 1.7)

Supported Web Browsers:

- Internet Explorer version 8, 9, and 10
- Mozilla Firefox 23 and 24
- Google Chrome 29.x

NetSight OneView™
OneView™ supports reportingonabout2,500devices/interfaces in a typical enterprise network which stores: raw data for 7 days with a 15 minute polling interval, hourly rollups for 8 weeks, and daily rollups for 6months. More information on tuning the deployment is available in the OneView™ Users Guide.

NETSIGHT APPLIANCE

The NS-A-20 NetSight Appliance includes (2) XEON E5-2620 CPUs (24 cores), dual 1 TB hard drives with RAID controller, 24 GB RAM, and dual power supplies.

Physical Specifications
Height: 1.75" (4.45 cm) - 1U
Length: 27.95" (70.9 cm)
Width 16.93" (43 cm)
Weight 31.8 lbs (14.4 kg)

Power
Wattage: 750 Watt (max), each power supply
Voltage:110/240 VAC;
Frequency 47- 63Hz

Environmental Specifications
Operating Temperature: 10° to 35°C (50° to 95°F)
Storage Temperature: -40° to 70°C (-40° to 158°F)
Operating Humidity: 5% to 90% (noncondensing)

Standards Compliance
Regulatory/Safety:
UL60950 - CSA 60950
(USA/Canada)
EN60950 (Europe)
IEC60950 (International)

CB Certificate & Report, IEC60950
GS Certification (Germany)
GOST R 50377-92 - Certification (Russia)
Ukraine Certification (Ukraine)
CE - Low Voltage Directive
2006/95/EC (Europe)
IRAM Certification (Argentina)

Emissions/Immunity
FCC/ICES-003 - Emissions (USA/Canada)
CISPR 22 - Emissions (International)
EN55022 - Emissions (Europe)
EN55024 - Immunity (Europe)
EN61000-3-2 - Harmonics (Europe)
EN61000-3-3 - Voltage Flicker (Europe)
CE - EMC Directive 2004/108 EC (Europe)
VCCI Emissions (Japan)
AS/NZS 3548 Emissions (Australia/New Zealand)
BSMI CNS13438 Emissions (Taiwan)
GOST R 29216-91 Emissions (Russia)
GOST R 50628-95 Immunity (Russia)
Ukraine Certification (Ukraine)
KC Certification (Korea)

Ordering Information

Extreme Networks NetSight provides cost-efficient choices enabling enterprises to address their priorities, optimize their budget use and demonstrate quick time-to-value. NetSight models range from a cost-efficient entry solution to full functionality for device intensive enterprises. Flexible upgrade options support deployment growth.

The three NetSight models are:

NMS-BASE-XX which includes basic wired/wireless management features as well as inventory management, policy management and OneView™ Basic (device management, alarm management and administration). 3 remote clients are included.

NMS-XX which includes basic wired/wireless management features as well as inventory management, policy management, NAC management, automated security management, mobile management, and the full OneView™ interface. 25 remote clients are included.

NMS-ADV-XX which includes basic wired/wireless management features as well as inventory management, policy management, NAC management, automated security management, mobile management, and the full OneView™ interface. In addition, NetSight Advanced includes advanced wireless management, with triangulated location, location tracking, wireless coverage maps and other advanced mapping functionality, the OneFabric Connect API, ability to install on a primary server, redundant server and lab server, a 500 end-system license, and virtual NAC appliances for full NAC deployment flexibility (require end-system licenses if needed in addition to the 500 included). 25 remote clients are included.

NETSIGHT APPLIANCE

PART NUMBER	NETSIGHT APPLIANCE
NS-A-20	Rack mountable server with all capabilities pre-installed. Purchased applications (licensed separately) are activated via license keys.

NETSIGHT SIZING CHART

# MANAGED DEVICES	# APS	MODEL NUMBERS		
5	50	NMS-ADV-5	NMS-5	
10	100	NMS-ADV-10	NMS-10	NMS-BASE-10
25	250	NMS-ADV-25	NMS-25	NMS-BASE-25
50	500	NMS-ADV-50	NMS-50	NMS-BASE-50
100	1000	NMS-ADV-100	NMS-100	NMS-BASE-100
250	2500	NMS-ADV-250	NMS-250	NMS-BASE-250
500	5000	NMS-ADV-500	NMS-500	NMS-BASE-500
Unrestricted	Unrestricted	NMS-ADV-U	NMS-U	NMS-BASE-U

Warranty

As a customer-centric company, Extreme Networks is committed to providing quality products and solutions. In the event that one of our products fails due to a defect, we have developed a comprehensive warranty that protects you and provides a simple way to get your product repaired or media replaced as soon as possible.

The NetSight appliance comes with a one year warranty against manufacturing defects. Software warranties are ninety (90) days and cover defects in media only. For full warranty terms and conditions please go to:
http://www.extremenetworks.com/support/warranty.aspx

Service and Support

Extreme Networks provides comprehensive service offerings that range from Professional Services to design, deploy and optimize customer networks, customized technical training, to service and support tailored to individual customer needs. Please contact your Extreme Networks account executive for more information about Extreme Networks Service and Support.

Additional Information

For additional technical information on NetSight, please go to:
http://www.extremenetworks.com/products/visibility-control/index.aspx

http://www.extremenetworks.com/contact / Phone +1-408-579-2800

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Kenneth R. Jensen

Summary of Qualifications

- Microsoft Certified Professional
- Windows Server Administration
- Active Directory Administration
- VMWare Hypervisor Administration
- Palo Alto Firewall and Cisco Firewalls
- Telephony: Avaya, Nortel, Intertel
- Certified Electronic Engineer
- Cisco Certifications:
  Cisco Certified Network Associate
- Aruba Networks Certifications:
  Aruba Certified Mobility Expert
  Aruba Wireless Mesh Professional
  Aruba ClearPass Certified Professional
- Extreme Networks Certifications:
  Extreme Networks Specialist

Professional Experience

August 2008 – Current | Prime Communications, Inc.. | Omaha, NE

Sr. Network Engineer / IT Services Manager

- Design, configure, and implement wired and wireless networks.
- Troubleshoot and repair customer routing and switching issues.
- Analyze, troubleshoot, and correct customer DHCP, DNS, and other server issues.
- Design and implement highly secure 802.1x deployments.
- Manage projects for customer and in-house deployments.
- Support custom company applications and management software.
- Manage the Microsoft Server environment for the company.
- Maintain and support critical office IT equipment.
- Install and support new customer VOIP and digital phone systems.

May 2006 – August 2008 | Keyon Communications | Omaha, NE

Network Engineer

- Design, build, maintain, and support complex outdoor wireless broadband networks.
- Support Linux based DHCP, DNS, and monitoring systems.
- Built a 3500+ devices distributed monitoring system with SMS and email alerts.
- Design routed networks for high capacity and bandwidth.

May 2001 – May 2006 | B&R Stores, Inc. | Lincoln, NE

Support Technician

- Daily repair of various point of sale equipment.
- Install and maintain computer systems in the office and retail stores.
- Analyze hardware and software problems.

Education

March 2003 – June 2005 | Southeast Community College | Lincoln, NE

Associate of Applied Science Degree

- Business Administration
- GPA: 3.68 on 4.0 Scale

January 1999 – December 2000 | Southeast Community College | Milford, NE

Associate of Applied Science Degree

- Electronic Engineering Technology
- GPA: 3.07 on 4.0 Scale

References available upon request

TFUGIT@PRIMECOMINC.COM
402.884.8472

TONY FUGIT

PROFESSIONAL EXPERIENCE

SENIOR PROJECT MANAGER, PRIME COMMUNICATIONS

November 2012 - Present

- Prime Project Management Group employs industry standards and project management best practices to offer direct cost savings to long-term projects, maintains rapid deployment schedules and ensures successful outcomes on critical implementations. Prime's PMO group is staffed with PMP certified project managers, consistently applying proven techniques in PMBOK discipline, processes and tools to our more complex and larger scale projects.
- Our project management team strives to ensure all defined project objectives are met on schedule and within budget. Our project planning, controls, monitoring and communication are all top notch, enabling our customers to confidently track progress and outcomes. Our implementation process is structured around the 5 process groups outlined in the PMBOK standard: Initiation, Planning, Executing, Monitoring & Controlling, and Closing.
- Our primary PM tools (Software) are ConnectWise, QuickBase and MS Project as our scheduler and resource manager. Our documentation and artifact tools are numerous and selected based on the unique nature of every project, however the following fundamental components are utilized in all of our formal projects: Project Schedule, Risk Mitigation Plan, Communications Plan, Resource Plan, Quality Plan.
- Supporting doc tools include status reports, meeting agendas/minutes, change management documents, and the maintenance of an ongoing issues log throughout the project.

SUBJECT: **APPROVE CENTURYLINK CONTRACT (RENEWAL)**

DATE: **MARCH 17, 2015**

PRESENTED BY: **CHRIS J. NEVES, INFORMATION TECHNOLOGY**

SUMMARY:

This is an update to a communication which was previously presented to Council on January 20, 2015. Centurylink was unable to execute the previous contract proposed on January 20, 2015 and has requested that the contract be revised. Centurylink has cited that they are unable to honor the proposed promotional pricing due to the cost of the necessary fiber build-out distance being more than 500' from their closest fiber switch at both City Hall (749 Main Street) and at the new City Shops facility (739 S. 104th Street). Staff and Centurylink have renegotiated the 5 year contract as follows:

- Promotional bundled services have been removed.
- The inclusion of one month free for each circuit to offset the Direct Inward Dialing (DID) number conversion has been removed.
- Monthly circuit fee per site will increase by $4 per circuit from $1,311 to $1,315 per month.
- Long distance service will not be included as part of the bundle, but pricing will remain the same as the City's current contract.

The City of Louisville currently uses Centurylink to provide dial-tone for City-wide telecommunications. The City last renewed the two (2) Centurylink Primary Rate Interface (PRI) lines, which are both located at City Hall, in July 2011 for a term of 36 months and at total cost of $1,214 per month ($607 per PRI). The 2011 Centurylink contract expired in July of 2014. Centurylink has allowed the City to temporarily maintain the same rate on a month-to-month basis while the Information Technology Department performed an analysis of the current and future telecommunication needs to determine the best Centurylink contract options. Staff has renegotiated a new contract with Centurylink based upon current and future telecommunications needs.

The following is a summary of identified City telecommunication needs:

- Provide site redundancy for City dial-tone (phone service).
- Prepare for a new onsite Voice-over-IP (VOIP) phone system in Spring 2015.
- Increase broadband speeds and provide redundancy.
- Close the City fiber ring providing redundancy and availability.
- Reduce circuit and carrier costs where possible.

Centurylink has proposed replacing the City's two (2) standard PRI lines at the City Hall location with a Centurylink 100mbps enhanced Session Initiation Protocol (SIP) circuit under a 60 month agreement. The enhanced circuit provides both telephone lines and

broadband data within one physical connection from Centurylink. The City currently uses Eagle-NET for broadband (Internet) at a cost of $870 per month for 100mbps service. The proposed 5 year promotional cost from Centurylink for the new circuit is $1,315 per month which includes both telephone service and 100mbps broadband/data. The City will realize a $773 per month savings by converting the existing PRI circuits to the Centurylink enhanced SIP circuit and cancelling the current contract with Eagle-NET. The City Hall circuit replacement will take place as soon as the new Centurylink circuit can be provisioned which is estimated for the May 2015 timeframe.

Based on the increased functionality and attractive pricing of a new enhanced SIP circuit from Centurylink, City staff is recommending adding a second enhanced circuit to the new City Services Facility (739 S. 104th Street). The second proposed circuit will not be billed until service is installed and turned on. The estimated time for installation and turn up at the new City Services facility is July/August of 2015. The addition of the second enhanced SIP circuit will create redundancy for broadband/data by providing an additional 100mbps of Internet service while also creating redundancy for the City dial-tone and phone trunks. Both circuits will be connected together privately across Centurylink's Multiprotocol Label Switching (MPLS) network to securely complete the City's fiber ring.

The following is a summary of the overall benefits of the proposed Centurylink agreement:

- The Centurylink enhanced port circuits will provide site redundancy for dial-tone on the City fiber ring.
- The Centurylink enhanced port circuits will provide the City with site redundant 100mbps broadband connections (200mbps combined).
- The Centurylink enhanced port circuits will close the City fiber ring on a private circuit provided by Centurylink between the new City Services facility and City Hall. The City has planned for a large capital outlay (estimated at $250,000 in 2013) for a private fiber/conduit build-out in 2018 which can be delayed by operationalizing these costs now.
- Reduced Direct Inward Dialing (DID) number listing and publishing costs.

FISCAL IMPACT:

The City will be responsible for a one-time non-recurring balance (NRC) of $2,500. These charges are to transfer the PRI trunks and to port City Direct Inward Dialing (DID) numbers to the new enhanced circuit from the PRI circuits.

The new monthly recurring charge (MRC) at City Hall will be $1,315 per month which includes 100mbps of data/broadband. City IT Staff intends to terminate the existing Eagle-NET agreement to realize an overall savings of $769 at City Hall.

Current Centurylink Contract + Eagle-NET broadband:

Location	Phone PRI	Broadband/Internet	Total
City Hall	$1,214/month	$870/month	$2,084/month
Grand Total			**$2,084/month**

Proposed Centurylink Changes @ City Hall:

Location	Phone PRI	Broadband/Internet	Total
City Hall	$1,315/month	100mbps Included	$1,315/month
Grand Total			**$1,315/month**
Savings			**$769/month**

Staff recommends taking advantage of the promotional pricing to add a second enhanced SIP circuit at the new City Services Facility (739 S. 104th Street) to provide redundancy for voice/data and to close the City's fiber ring. The additional cost is:

Additional Centurylink Circuit @ City Services:

Location	Phone PRI	Broadband/Internet	Total
City Services	$1,315/month	100mbps Included	$1,315/month
Grand Total			**$1,315/month**

The total 5 year cost for the City Hall enhanced SIP circuit is $78,900.The additional enhanced SIP circuit at the new City Services facility will bring the total cost of the entire proposed Centurylink contract to $157,800 over the 5 year term.

The increase in Centurylink cost to add the redundant circuit and close the City's fiber ring will be offset in the operational budget by changes to the phone system taking place during the Spring of 2015. The restructuring of the entire Centurylink bill will need to be phased and City IT is timing the new phone system implementation to take place before the second circuit installation at the City Services facility and prior to the service being turned on and billed for the second circuit. The implementation of the new City phone system will allow City IT Staff to disconnect three (3) Centurylink T1 circuits for voice which will create approximately $922/month in operational budget savings. City IT staff also anticipate finding additional savings by restructuring the City's Centurylink analog line contracts during the implementation of the new phone system.

RECOMMENDATION:
Staff recommends approving the new five (5) year Centurylink Agreement for voice and data services.

ATTACHMENTS:
1. Centurylink Enhanced Circuit Contract

CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT

This CenturyLink Loyal Advantage Agreement ("Agreement") is between CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC ("CenturyLink") and City of Louisville ("Customer") and is effective on the date the last party signs it ("Effective Date"). CenturyLink may withdraw this offer if Customer does not execute and deliver the Agreement to CenturyLink on or before **May 4, 2015** ("Cutoff Date"). Using CenturyLink's electronic signature process for the Agreement is acceptable.

City of Louisville	**CENTURYLINK COMMUNICATIONS, LLC**
Authorized Signature	Authorized Signature
Name Typed or Printed	Name Typed or Printed
Title	Title
Date	Date

Customer's address for notices:
Customer's facsimile number (if applicable):
Person designated for notices:

1. Services. Customer may purchase the products and services ("Services") in service exhibits ("Service Exhibits") attached to the Agreement. The parties agree that any notation to the "CenturyLink Total Advantage Agreement" on the Service Exhibits will be disregarded and such exhibits will be governed by the Agreement. For an interim period of time until all work is completed to update the Service Exhibits, Tariffs and other terms and conditions incorporated by attachment or reference into this Agreement, all references to Qwest Communications Company, LLC mean CenturyLink Communications, LLC. The Service Exhibits attached to the Agreement as of the Effective Date and incorporated by this reference are shown below.

- **Domestic Voice Service Exhibit**
- **Domestic CenturyLink iQ Networking Service Exhibit**
- **SIP Trunk Service Exhibit**
- **Local Access Service Exhibit**

2. Term. Customer selects the following "Initial Term" of the Agreement: 60 months. The Initial Term begins on the Effective Date. At the end of the Initial Term, the Agreement will automatically renew for consecutive renewal periods equal to the Initial Term (a "Renewal Term") if not terminated earlier in accordance with the Agreement. The Initial Term and each Renewal Term are referred to as the "Term."

3. Rates. Unless specified otherwise in a Service Exhibit, Services will receive the applicable rates specified in a Service Exhibit, valid Order Form, or CenturyLink-approved quote form, for the duration of the Initial Term. CenturyLink reserves the right to modify rates after the conclusion of each Service's minimum service period upon not less than 30 days' prior written notice to Customer; provided that CenturyLink may reduce the foregoing notice period or modify rates or discounts prior to the conclusion of the minimum service period, as necessary, if such modification is based upon Regulatory Activity. CenturyLink also reserves the right to modify rates when the Agreement renews to the rates that are in effect at that time. If Regulatory Activity causes an increase in the rates for Customer's ordered Services that materially and adversely affects Customer, then Customer may terminate the affected Service upon 30 days' prior written notice to CenturyLink without liability for Cancellation Charges for the affected Service, provided, however that Customer: (a) provides such notice within 30 days after the increase occurs; and (b) provides CenturyLink 30 days to cure such increase. If Customer does not provide CenturyLink such notice during the time permitted in this Section, Customer will have waived its right to terminate the affected Service under this Section.

4. Payment. CenturyLink may begin invoicing for specific Services as specified in the applicable Service Exhibit. Customer must pay CenturyLink all charges within 30 days after the invoice date. Any amount not paid when due is subject to late interest at the lesser of 1.5% per month or the maximum rate allowed by law. In addition to payment of charges for Services, Customer must also pay CenturyLink any applicable Taxes assessed in connection with Services. Taxes may vary and are subject to change. If Customer is exempt from any Tax, it must provide CenturyLink with an appropriately completed and valid Tax exemption certificate or other evidence acceptable to CenturyLink. CenturyLink is not required to issue any exemption, credit or refund of any Tax payment for usage before Customer's submission of valid evidence of exemption. Customer may access its invoices and choose paperless invoices online through CenturyLink Control Center located at controlcenter.centurylink.com. If Customer does not choose paperless invoices through Control Center, CenturyLink may in its discretion assess a $15 MRC for each full paper invoice provided to Customer or a $2 MRC for each summary/remit only (where available) paper invoice provided to Customer. Those charges will not apply to an invoice that is not available through Control Center. Customer's payments to CenturyLink must be in the form of electronic funds transfer (via wire transfer or ACH), cash payments (via previously-approved CenturyLink processes only), or paper check. CenturyLink reserves the right to charge administrative fees when Customer's payment preferences deviate from CenturyLink's standard practices.

5. Confidentiality. Except to the extent required by an open records act or similar law, neither party will, without the prior written consent of the other party: (a) disclose any of the terms of the Agreement; or (b) disclose or use (except as expressly permitted by, or required to achieve the purposes of, the Agreement) the Confidential Information of the other party. Each party will use reasonable efforts to protect the other's Confidential Information, and will use at least the same efforts to protect such Confidential Information as the party would use to protect its own. CenturyLink's consent may only be given by its Legal Department. A party may disclose Confidential Information if required to do so by a governmental agency, by operation of law, or if necessary in any proceeding to

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establish rights or obligations under the Agreement. CenturyLink will not be deemed to have accessed, received, or be in the possession of Customer Confidential Information solely by virtue of the fact that Customer transmits, receives, accesses or stores such information through its use of CenturyLink's Services.

6. CPNI. CenturyLink is required by law to treat CPNI confidentially. Customer agrees that CenturyLink may share CPNI within its business operations (e.g., wireless, local, long distance, and broadband services divisions), and with businesses acting on CenturyLink's behalf, to determine if Customer could benefit from the wide variety of CenturyLink products and services, and in its marketing and sales activities. Customer may withdraw its authorization at any time by informing CenturyLink in writing. Customer's decision regarding CenturyLink's use of CPNI will not affect the quality of service CenturyLink provides Customer.

7. Use of Name and Marks. Neither party will use the name or marks of the other party or any of its Affiliates for any purpose without the other party's prior written consent. CenturyLink's consent may only be given by its Legal Department.

8. Disclaimer of Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THE AGREEMENT, ALL SERVICES AND PRODUCTS ARE PROVIDED "AS IS." CENTURYLINK DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. CENTURYLINK MAKES NO WARRANTIES OR REPRESENTATIONS THAT ANY SERVICE WILL BE FREE FROM LOSS OR LIABILITY ARISING OUT OF HACKING OR SIMILAR MALICIOUS ACTIVITY, OR ANY ACT OR OMISSION OF THE CUSTOMER.

9. Limitations of Liability. The remedies and limitations of liability for any claims arising between the parties are set forth below.

9.1 Consequential Damages. NEITHER PARTY OR ITS AFFILIATES, AGENTS, OR CONTRACTORS IS LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OR FOR ANY LOST PROFITS, LOST REVENUES, LOST DATA, LOST BUSINESS OPPORTUNITY, OR COSTS OF COVER. THESE LIMITATIONS APPLY REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH LIABILITY IS ASSERTED AND REGARDLESS OF FORESEEABILITY.

9.2 Claims Related to Services. For Customer's claims related to Service deficiencies or interruptions, Customer's exclusive remedies are limited to: (a) those remedies set forth in the SLA for the affected Service or (b) the total MRCs or usage charges paid by Customer for the affected Service in the one month immediately preceding the event giving rise to the claim if an SLA does not exist for the affected Service.

9.3 Personal Injury; Death; Property Damages. For claims arising out of personal injury or death to a party's employee, or damage to a party's real or personal property, that are caused by the other party's negligence or willful misconduct in the performance of the Agreement, each party's liability, to the extent permitted by law, is limited to proven direct damages.

9.4 Other Direct Damages. For all other claims arising out of the Agreement, each party's maximum liability will not exceed in the aggregate the total MRCs and usage charges paid by Customer to CenturyLink under the Agreement in the three months immediately preceding the event giving rise to the claim ("Damage Cap"). The Damage Cap will not apply to a party's obligations under the Responsibilities Section below or Customer's payment obligations under the Agreement.

10. Responsibilities. To the extent permitted under law, each party agrees to be responsible to the other party, its Affiliates, agents, and contractors against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, arising directly from performance of the Agreement and related to personal injury or death, or damage to personal tangible property that is alleged to have been caused by the negligence or willful misconduct of the responsible party. To the extent permitted under law, Customer also agrees to be responsible for all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees against CenturyLink, its Affiliates, and contractors, related to the modification or resale of the Services by Customer or End Users, or any AUP violation.

11. Termination.

11.1 Service. Either party may terminate an individual Service or a Service Exhibit: (a) in accordance with the individual Service Exhibit's term requirements with 60 days' prior written notice to the other party, or (b) for Cause. If Service or a Service Exhibit is terminated by Customer for Convenience or by CenturyLink for Cause, then Customer will pay Cancellation Charges.

11.2 Agreement. Either party may terminate the Agreement and all Services by: (a) providing written notice to the other party of its intention not to renew the Agreement at least 60 days prior to the expiration of the then current Term or (b) for Cause. Cause to terminate an individual Service Exhibit will not constitute Cause to terminate the Agreement; rather, Cause to terminate the entire Agreement for Service-related claims will exist only if Customer has Cause to terminate all or substantially all of the Services under the applicable SLA, Service Exhibit, RSS or Tariff. If the Agreement is terminated by Customer for Convenience or by CenturyLink for Cause prior to the conclusion of the Term, then Customer will pay the higher of: (c) the Early Termination Charge or (d) the total Cancellation Charges that apply for terminating all CenturyLink Services at the time the Agreement is terminated.

11.3 Unpaid Charges. Customer will remain liable for charges accrued but unpaid as of the termination date.

12. Non-Appropriations. Customer intends to continue this Agreement for its entire Term and to satisfy its obligations hereunder. For each fiscal period for Customer: (a) Customer agrees to include in its budget request appropriations sufficient to cover Customer's obligations under this Agreement; (b) Customer agrees to use all reasonable and lawful means to secure these appropriations; (c) Customer agrees it will not use non-appropriations as a means of terminating this Agreement in order to acquire functionally equivalent products or services from a third party. Customer reasonably believes that sufficient funds to discharge its obligations can and will lawfully be appropriated and made available for this purpose. In the event that Customer is appropriated insufficient funds, by appropriation, appropriation limitation or grant, to continue payments under this Agreement and has no other funding source lawfully available to it for such purpose (as evidenced by notarized documents provided by Customer and agreed to by CenturyLink), Customer

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may terminate this Agreement without incurring an Early Termination Charge or Cancellation Charges by giving CenturyLink not less than 30 days' prior written notice. Upon termination and to the extent of lawfully available funds, Customer will remit all amounts due and all costs reasonably incurred by CenturyLink through the date of termination.

13. Miscellaneous.

13.1 General. The Agreement's benefits do not extend to any third party (e.g., an End User). If any term of the Agreement is held unenforceable, the remaining terms will remain in effect. Except for time requirements as specifically stated in a Service Exhibit or SLA, neither party's failure to exercise any right or to insist upon strict performance of any provision of the Agreement is a waiver of any right under the Agreement. The terms and conditions of the Agreement regarding confidentiality, the Responsibilities Section, limitation of liability, warranties, payment, dispute resolution, and all other terms of the Agreement that should by their nature survive the termination of the Agreement will survive. Each party is not responsible for any delay or other failure to perform due to a Force Majeure Event.

13.2 Conflicts Provision. If a conflict exists among provisions within the Agreement, the following order of precedence will apply in descending order of control: Service Exhibit, the Agreement, and any Order Form. If Services are provided pursuant to a Tariff, RSS, or ISS as described in the applicable Service Exhibits, the order of precedence will apply in the following descending order of control: Tariff, Service Exhibit, the Agreement, RSS, ISS, and Order Form.

13.3 Independent Contractor. CenturyLink provides the Services as an independent contractor. The Agreement will not create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the parties, their agents, employees or affiliates.

13.4 ARRA. Customer will not pay for the Services with funds obtained through the American Recovery and Reinvestment Act or other similar stimulus grants or loans that would obligate CenturyLink to provide certain information or perform certain functions unless each of those obligations are explicitly identified and agreed to by the parties in the Agreement or in an amendment to the Agreement.

13.5 HIPAA. CenturyLink does not require or intend to access Customer data in its performance hereunder, including but not limited to any confidential health related information of Customer's clients, which may include group health plans, that constitutes Protected Health Information ("PHI"), as defined in 45 C.F. R. §160.103 under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA Rules"). To the extent that any exposure to PHI is incidental to CenturyLink's provision of Service and not meant for the purpose of accessing, managing the PHI or creating or manipulating the PHI, such exposure is allowable under 45 CFR 164.502(a)(1)(iii).

13.6 Installation, Maintenance and Repair

(a) Provision of Services is subject to availability of adequate capacity and CenturyLink's acceptance of a complete Order Form.

(b) Customer will reasonably cooperate with CenturyLink or its agents to install, maintain, and repair Services. Customer will provide or secure at Customer's expense appropriate space and power; and rights or licenses if CenturyLink must access the building of Customer's premises to install, operate, or maintain Service or associated CenturyLink equipment. CenturyLink may refuse to install, maintain, or repair Services if any condition on Customer's premises is unsafe or likely to cause injury.

(c) Customer is responsible for any facility or equipment repairs on Customer's side of the demarcation point. Customer may request a technician dispatch for Service problems. Before dispatching a technician, CenturyLink will notify Customer of the dispatch fee. CenturyLink will assess a dispatch fee if it determines the problem is on Customer's side of the demarcation point or was not caused by CenturyLink's facilities or equipment on CenturyLink's side of the demarcation point.

13.7 Governing Law; Dispute Resolution.

(a) Billing Disputes. If Customer disputes a charge in good faith, Customer may withhold payment of that charge if Customer makes timely payment of all undisputed charges when due and provides CenturyLink with a written explanation of the reasons for Customer's dispute of the charge within 90 days after the invoice date of such amount. If CenturyLink determines, in its good faith, that the disputed charge is valid, CenturyLink will notify Customer and within five business days after CenturyLink's notification, Customer must pay the charge and accrued interest.

(b) Governing Law; Forum. The Agreement will be governed by the laws of the State in which the Customer's principal office is located without regard to its choice of law principles. Any legal proceeding relating to the Agreement will be brought in a U.S. District Court, or absent federal jurisdiction, in a state court of competent jurisdiction, in Denver, Colorado.

(c) Waiver of Jury Trial and Class Action. Each party, to the extent permitted by law, knowingly, voluntarily, and intentionally waives its right to a jury trial and any right to pursue any claim or action relating to the Agreement on a class or consolidated basis or in a representative capacity. If for any reason the jury trial waiver is held to be unenforceable, the parties agree to binding arbitration for any dispute relating to the Agreement under the Federal Arbitration Act, 9 U.S.C. § 1, et. seq. The arbitration will be conducted in accordance with the JAMS Comprehensive Arbitration Rules. Judgment upon the arbitration award may be entered in any court having jurisdiction.

(d) Limitations Period. Any claim relating to the Agreement must be brought within two years after the claim arises other than Customer disputing an amount in an invoice, which must be done by Customer within 90 days after the invoice date of the disputed amount.

13.8 No Resale; Security. Customer represents that it is not a reseller of any telecommunication services provided under this Agreement as described in the Telecommunications Act of 1996, as amended, or applicable state law and acknowledges it is not entitled to any reseller discounts under any laws. CenturyLink has adopted and implemented, and will maintain, a corporate information security program designed to protect Customer information, materials and data accessed and possessed by CenturyLink from loss, misuse and unauthorized access or disclosure. Such program includes formal information security policies and procedures. The CenturyLink information security program is subject to reasonable changes by CenturyLink from time to time. CenturyLink's standard

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service offerings do not include managed security services such as encryption, intrusion detection, monitoring or managed firewall. Customer is responsible for selecting and using the level of security protection needed for all Customer data stored or transmitted via the Service and using reasonable information security practices, including those relating to the encryption of data.

13.9 Assignment. Either party may assign the Agreement without the other party's prior written consent: (a) in connection with the sale of all or substantially all of its assets; (b) to the surviving entity in any merger or consolidation; or (c) to an Affiliate provided such party gives the other party 30 days' prior written notice. Any assignee of the Customer must have a financial standing and creditworthiness equal to or better than Customer's, as reasonably determined by CenturyLink, through a generally accepted, third party credit rating index (i.e. D&B, S&P, etc.). Any other assignment will require the prior written consent of the other party.

13.10 Amendments; Changes. The Agreement may be amended only in a writing signed by both parties' authorized representatives. Each party may, at any time, reject any handwritten change or other alteration to the Agreement. CenturyLink may change features or functions of its Services; for material changes that are adverse to Customer, CenturyLink will provide 30 days' prior written notice, but may provide a shorter notice period if the change is based on Regulatory Activity. CenturyLink may amend, change, or withdraw the Tariffs, RSS, ISS or AUP, with such updated Tariffs, RSS, ISS or AUP effective upon posting or upon fulfillment of any necessary regulatory requirements.

13.11 Websites. References to websites in the Agreement include any successor websites designated by CenturyLink.

13.12 Required Notices. Unless provided otherwise in the Agreement, all required notices to CenturyLink must be in writing, sent to 1801 California St., #900, Denver, CO 80202; Fax: 888-778-0054; Attn.: Legal Dept., and to Customer as provided above. All notices are effective: (a) when delivered via overnight courier mail or in person to the recipient named above; (b) three business days after mailed via regular U.S. Mail; or (c) when delivered by fax if duplicate notice is also sent by regular U.S. Mail.

13.13 Service Termination Notices. Customer's notice of termination for CenturyLink QCC Services must be sent via mail, facsimile or e-mail to: CenturyLink, Attn.: GBM Disconnects, 112 Sixth St., Bristol, TN 37620, Fax: 866.887.6633, e-mail: GBMdisconnects@CenturyLink.com. Such termination is effective 30 days after CenturyLink's receipt of the notice, unless a longer period is otherwise required. For Services under the Select Advantage Service Exhibit, Customer must call the customer care number specified on Customer's invoice to provide notice of termination.

13.14 Entire Agreement. The Agreement (including any applicable Service Exhibit, CenturyLink accepted Order Forms, and all referenced documents) constitutes the entire agreement between the parties and supersedes all prior oral or written agreements or understandings relating to the same service, ports, or circuits at the same locations as covered under the Agreement.

14. Definitions.

"Affiliate" means any entity controlled by, controlling, or under common control with a party.

"AUP" means the Acceptable Use Policy incorporated by this reference and posted at http://www.centurylink.com/legal/.

"Cancellation Charge" means the cancellation charge described in the applicable Service Exhibit and charges incurred by CenturyLink from a third party provider as a result of an early termination.

"Cause" means the failure of a party to perform a material obligation under the Agreement, which failure is not remedied: (a) for payment defaults by Customer, within five days of separate written notice from CenturyLink of such default; or (b) for any other material breach, within 30 days after written notice.

"CenturyLink QCC" means the former Qwest Communications Company, LLC d/b/a CenturyLink QCC. On April 1, 2014, CenturyLink completed an internal reorganization resulting in the merger of multiple CenturyLink owned companies into Qwest Communications Company, LLC. Simultaneously with the merger, Qwest Communications Company, LLC changed its name to CenturyLink Communications, LLC. The term "CenturyLink QCC" refers to the former "d/b/a CenturyLink QCC" company and not to any other CenturyLink owned companies now a part of CenturyLink Communications, LLC.

"Confidential Information" means any information that is not generally available to the public, whether of a technical, business, or other nature, (including CPNI), and that: (a) the receiving party knows or has reason to know is confidential, proprietary, or trade secret information of the disclosing party; or (b) is of such a nature that the receiving party should reasonably understand that the disclosing party desires to protect the information from disclosure. Confidential Information will not include information that is in the public domain through no breach of the Agreement by the receiving party or is already known or is independently developed by the receiving party.

"Convenience" means any reason other than for Cause.

"CPE" means any customer equipment, software, and/or other materials of Customer used in connection with the Service.

"CPNI" means Customer Proprietary Network Information, which includes confidential account, usage, and billing-related information about the quantity, technical configuration, type, destination, location, and amount of use of a customer's telecommunications services. CPNI reflects the telecommunications products, services, and features that a customer subscribes to and the usage of such services, including call detail information appearing in a bill. CPNI does not include a customer's name, address, or telephone number.

"Early Termination Charge" means an amount equal to 35% of the average monthly charges billed under this Agreement through the date of termination multiplied by the number of months remaining in the Term.

"End User" means Customer's members, end users, customers, or any other third parties who use or access the Services or the CenturyLink network via the Services.

"Force Majeure Event" means an unforeseeable event beyond the reasonable control of that party, including without limitation: act of God, fire, explosion, lightning, hurricane, labor dispute, cable cuts by third parties, acts of terror, material shortages or unavailability, government laws or regulations, war or civil disorder, or failures of suppliers of goods and services.

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"ISS" means CenturyLink's Information Services Schedule incorporated by this reference and posted at: http://www.centurylink.com/tariffs/clc_info_services.pdf.

"MRC" means monthly recurring charge.

"NRC" means nonrecurring charge.

"Order Form" includes both order request forms and quotes issued by CenturyLink. If a CenturyLink service requires a quote to validate the Order Form pricing, the quote will take precedence over the order request form, but not over the Service Exhibit.

"Regulatory Activity" is a regulation or ruling by any regulatory agency, legislative body or court of competent jurisdiction.

"RSS" means as applicable CenturyLink's Rates and Services Schedules incorporated by this reference and posted at http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_2.pdf for CenturyLink's International RSS and at http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_3.pdf for CenturyLink's Interstate RSS.

"SLA" means the service level agreement applicable to a Service as described in a Service Exhibit.

"State" means one of the 50 states of the United States or the District of Columbia.

"Tariff" includes as applicable: CenturyLink state tariffs, price lists, price schedules, administrative guidelines, catalogs, and rate and term schedules incorporated by this reference and posted at http://www.centurylink.com/tariffs.

"Tax" or "Taxes" means foreign, federal, state, and local excise, gross receipts, sales, use, privilege, or other tax (other than net income) now or in the future imposed by any governmental entity (whether such Taxes are assessed by a governmental authority directly upon CenturyLink or the Customer) attributable or measured by the sale price or transaction amount, or surcharges, fees, and other similar charges that are required or permitted to be assessed on the Customer. These charges may include state and federal Carrier Universal Service Charges, as well as charges related to E911, and Telephone Relay Service.

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1. General; Definitions. Capitalized terms not defined herein are defined in the Agreement. CenturyLink QCC will provide Voice Services ("Service") under the terms of the Agreement, Tariff, RSS, ISS, and this Service Exhibit.

"Pricing Attachment" means a document containing rates specific to the Service and is incorporated by reference and made a part of this Service Exhibit.

"SLA" means the service level agreement specific to the Service, located at http://www.qwest.centurylink.com/legal/, which is subject to change.

2. Service.

2.1 Description. Voice Service consists of domestic Long Distance service, domestic Toll Free (including features), domestic worldcard® and domestic Directory Assistance service. Domestic Long Distance service is available both Interstate and Intrastate, through switched and dedicated facilities. Toll Free Services is also available through switched or dedicated facilities. CenturyLink is required by the FCC to state in this Service Exhibit that Customer is prohibited from using any Toll Free telephone number, or other telephone number advertised or widely understood to be Toll Free, in a manner that would violate FCC rule 47 CFR 64.1504. worldcard offers domestic calling card services available either Interstate or Intrastate and is available through switched access only. Directory Assistance offers one rate to Voice Service customers domestically. The SLA provides Customer's sole and exclusive remedy for service interruptions or service deficiencies of any kind whatsoever for the Service. worldcard offers domestic calling card services available either interstate or intrastate and is available through switched access only. worldcard is offered with three options: 1) the standard option includes CenturyLink's trademarks and telephone number; 2) the "cologo" option includes CenturyLink's and Customer's names and trademarks and/or logos and will include either CenturyLink's or Customer's telephone number; and 3) the "private label" option only includes Customer's names trademarks and/or logos and will include either CenturyLink's or Customer's telephone number. If Customer selects the cologo or private label worldcard options, then Customer grants CenturyLink permission to create a card using Customer's name, trademarks and/or logos as provided to CenturyLink by Customer. Customer further agrees that even though Customer's name, trademarks, logo and/or phone number may appear on the cards, except for Customer's rights in its name, trademarks, and/or logo, CenturyLink will be sole owner of all right and title in and to all intellectual property associated with the cards and the worldcard service. Furthermore, if Customer selects either the cologo or private label cards, then Customer agrees to indemnify and hold CenturyLink harmless for any costs, fees, damages, or expenses of any sort incurred by CenturyLink as a result of claims arising from CenturyLink's use of Customer's name, trademarks or logo in accordance with this Agreement. In addition to the other worldcard charges listed herein, Customer will pay to CenturyLink any set-up charges associated with the design and production of the cologo and private label cards. CenturyLink will notify Customer of the total amount of set-up charges prior to production of the cards. If Customer objects to the set-up charges, then the parties will work together to create a less expensive design than originally requested by Customer (this sentence and the previous sentence combined constitute the "Set-up Process"). If Customer revokes the use of its mark for the cologo or private label cards or requests new cards due to its mark changing, then Customer must cease using those cards and CenturyLink will issue replacement cards that either do not include Customer's mark or contain the new mark, as appropriate. The Set-up Process will apply to the replacement cards and Customer will pay CenturyLink the set-up charges for the replacement cards. The person(s) named on the calling card and those identified on CenturyLink's records for the associated account are jointly and severally responsible for the charges made using the calling card. The calling card is not transferable, but the cardholder may authorize others to use it. The cardholder is responsible for all charges incurred by authorized users, and giving the calling card to someone else or telling someone else the security code is such authorization. The calling card will be cancelled at the cardholder's request. CenturyLink may cancel the calling card if the cardholder cancels or fails to pay, if CenturyLink suspects fraud, improper, or unauthorized use or observes unusual use, or if it changes its policies for issuing worldcard calling cards. CenturyLink may cancel the calling card without notice. CenturyLink is not liable for any damages for any reason due to the cancellation of, or failure to accept the calling card. If a calling card is canceled for any reason, the cardholder must notify all authorized users and destroy all calling cards. The cardholder should notify CenturyLink immediately if the cardholder changes address or telephone number or if a calling card is lost, stolen, or misplaced or if a cardholder suspects unauthorized use or misuse of a calling card. To report a loss, theft, or suspected misuse, please call 1 800-860-1020. Some uses of the worldcard calling card may be subject to rules, regulations, and tariffs of state public utility commissions and the Federal Communications Commission.

2.2 Domestic IP Voice. Domestic IP Voice Service consists of IP intrastate and interstate dedicated Long Distance and IP dedicated Toll Free. Domestic IP Voice accepts intrastate and interstate dedicated Long Distance traffic in IP format and converts such traffic for transmission across the telecommunications network. Domestic IP Voice also accepts domestic Toll Free traffic and converts it into VoIP format for transmission to Customer. The pricing for Domestic IP Voice services is the same as for non-IP intrastate and interstate dedicated Long Distance and non-IP dedicated Toll Free. Domestic IP Voice does not support local services, 911, E911, V911, operator services, local number portability, or directory listings. All use of Domestic IP Voice will comply with and be subject to the service guide, AUP, and applicable sections of the SLA which are posted at http://www.qwest.centurylink.com/legal/. CenturyLink reserves the right to refuse to accept, suspend, or limit any or all of Customer's IP traffic not complying with the service guide technical specifications or that CenturyLink believes is adversely affecting other customers on the CenturyLink network. The service guide and AUP are incorporated into the Agreement by this reference. CenturyLink may reasonably modify the service guide, AUP, and SLA to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the Web site.

2.3 CenturyLink 8XX Outbound Service. CenturyLink 8XX Outbound Service ("8XX Outbound") allows Customer to place Toll Free TDM or IP calls to CenturyLink owned or non-CenturyLink owned Toll Free numbers on Customer's CenturyLink dedicated access lines ("DALS"). 8XX Outbound is only available on DALs provisioned on CenturyLink DMS250, NGS, and IPLD switched. 8XX Outbound is not subject to an SLA. 8XX Outbound is governed by the CenturyLink RSS and/or Tariffs. CenturyLink reserves the right, upon 30

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calendar days prior written notice to Customer, to cancel or modify 8XX Outbound. If Customer does not agree to the 8XX Outbound modifications, then Customer must notify CenturyLink prior to the expiration of the 30 day time frame that Customer wishes to cancel 8XX Outbound. Customer's continued use of 8XX Outbound after the 30-day time frame will indicate that Customer agrees to the modifications. **Limitations.** CenturyLink provides 8XX Outbound by routing and terminating the Toll Free call to a CenturyLink dedicated facility that is connected to a LEC facility to allow re-origination to the dialed Toll Free number. CenturyLink is only responsible for getting the call to the LEC for re-origination. CenturyLink cannot provide any kind of support or help troubleshoot problems with Toll Free origination or termination once the call is delivered to the LEC for re-origination. Because all outbound toll free calls will re-originate from a LEC central office, the outbound toll-free call will route as if the call originates from the LEC central office, and not from the geographic location of Customer's DAL. If there is regional (i.e., calls only allowed to originate from specific states or disallowed from specific states) or point of call (geographic) routing on the dialed toll-free number, the call may not be completed. From time to time CenturyLink may add, change, and/or remove the central offices from which calls are re-originated, without notice to Customer. Customer requests for 8XX Outbound changes or additions, including additional 8XX Outbound traffic volumes, are subject to availability and CenturyLink's acceptance of the order.

2.4 Non-Completed Calls. "Non-completed Call Percentage Threshold" means 30% of all attempted calls, both completed and non-completed. If the percentage of Customer's calls that do not complete (out of all attempted calls) meets or exceeds the Non-completed Call Percentage Threshold for any given monthly billing cycle, CenturyLink may, upon 30 calendar days notice to Customer, disconnect any and all circuit(s) providing Service on which the Non-completed Call Percentage Threshold was exceeded.

3. Term. The term of this Exhibit will begin upon the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if Customer adds this Exhibit after the Effective Date of the Agreement) and will continue until the expiration or cancellation of the last to expire (or cancel) Service ordered hereunder.

4. Charges. Customer will pay all applicable rates and charges as set forth in the Pricing Attachment, in the Tariff, RSS, ISS, or Order Form. Customer is responsible for all metered usage charges and per call charges that occur from the point Service is available for Customer use, regardless of whether CenturyLink notifies Customer of Service availability. Domestic Long Distance calls crossing state boundaries, within the same LATA, will be billed at the interstate rate. The rates do not include costs associated with local access or CPE, which rates are described in the Service Exhibits specific to those services or in a separate agreement for such service. Customer's 8XX Outbound will bill the same rates as Customer's dedicated outbound Long Distance (1+). Customer understands and agrees that all 8XX Outbound calls will be billed to the trunk group owner, even if the dialed Toll Free numbers belong to CenturyLink. CenturyLink reserves the right, upon 30 calendar days prior written notice to Customer, to charge an MRC for 8XX Outbound. If Customer does not agree to the MRC, then Customer must notify CenturyLink prior to the expiration of the 30 day time frame that Customer wishes to cancel 8XX Outbound. Customer's continued use of 8XX Outbound after the 30-day time frame will indicate that Customer agrees to pay the MRC.

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PRICING ATTACHMENT

1. Interstate.

Domestic Interstate Outbound Long Distance	Per Minute Base Rate
Origination – Termination	
Dedicated – Switched	$0.0300
Switched – Switched	$0.0413

Domestic Interstate Directory Assistance	Per Call Base Rate (all states)
Directory Assistance – per call	$1.9900

2. Intrastate Rates (if ordered).

State of Origination	Switched – Switched Outbound and Inbound Intrastate and IntraLATA Net Effective Per Minute Rate (for illustrative purposes only)	Dedicated – Switched Outbound and Switched – Dedicated Inbound Intrastate and IntraLATA Net Effective Per Minute Rate (for illustrative purposes only)
CO	$0.0602	$0.0313

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1. General. CenturyLink QCC will provide Domestic CenturyLink IQ® Networking Service ("Service") under the terms of the Agreement and this Service Exhibit.

2. Service.

2.1 Description. Service is a data, IP, and a network management solution that is designed for connectivity between Customer's sites or public Internet connectivity. Service includes ports ("Ports"), features, and network management capabilities. The rate of data transmission and features vary based on the type of Port ordered. Service does not include local access or customer premises equipment ("CPE"), which may be separately purchased from CenturyLink.

2.2 Ports. CenturyLink offers Service in a variety of speeds and in the following three Port types:

(a) Internet Port. Internet Ports provide public Internet connectivity.

(b) Private Port. Private Ports provide WAN connectivity between Customer sites. Customer may allocate Private Port traffic up to 10 different closed user groups. Customer may request more than 10 point-to-point closed user groups for an additional charge. Quality of service ("QoS") traffic prioritization can be used with Private Ports. Ethernet Private Ports with real-time traffic that require QoS are subject to local access limitations.

(c) Enhanced Port. Enhanced Ports provide the functionality of both an Internet Port and a Private Port in a consolidated solution.

2.3 Network Management Service. CenturyLink Network Management Service ("NMS") is a feature for all Ports. The feature, available as Select Management or Comprehensive Management, provides performance reporting, change management, configuration management, fault monitoring, management and notification of CPE and network related issues. CenturyLink will provide Select Management with each Port unless (a) Customer notifies its CenturyLink sales representative that Customer opts out of Select Management for that Port or (b) Customer chooses Comprehensive Management for that Port. Customer may also request NMS management features for devices not associated with a CenturyLink IQ Networking Port with CenturyLink's prior approval. The NMS management types are set forth in more detail below:

(a) Select Management. Select Management includes: 24x7x365 remote performance monitoring, reporting, and ticketing via an NMS online portal for devices supported by CenturyLink. Select Management also includes complete fault monitoring, management, and notification (detection, isolation, diagnosis, escalation and remote repair when possible), change management supported by CenturyLink (up to 12 changes per year), asset management (device inventory), and configuration management (inventory of customer physical and logical configuration). Customer must make change management requests via Control Center at https://controlcenter.centurylink.com. Select Management only supports basic routing functions. NMS does not include new CPE initial configuration, lab testing, lab modeling, or on-site work of CPE. The NMS supported device list and a standard change management list are available on request and are subject to change without notice.

(b) Comprehensive Management. Comprehensive Management includes all of the Select Management features as well as total customer agency and change management (up to 24 configuration changes per year) of complex routing functions within routers, switches, and firewall modules. This includes configuration and management of complex routing, switching, device NIC cards, firewall module configurations, and basic router internal firewall functions. CenturyLink acts as the Customer's single point of contact in managing the resolution of all service, device, and transport faults covered by Comprehensive Management and will work with any third party hardware and/or transport providers the Customer has under contract until all network issues are successfully resolved. With Internet security protocol ("IPSec"), CenturyLink can configure full mesh, partial mesh, or hub-and-spoke topologies with secure tunnels for remote communication between Customer locations. IPSec is only available on approved Cisco and Adtran devices. IPSec opportunities greater than 25 devices or with other manufacturer's devices require CenturyLink approval before submitting an order.

(c) Monitor and Notification. Monitor and Notification is an optional NMS feature that can be used for Customer owned devices that do not support SNMP and are not connected to any CenturyLink IQ Networking Ports. CenturyLink will monitor the Customer devices 24x7x365 for up/down status and notify Customer of faults. Customer is responsible for any trouble shooting and repair of Customer owned devices. This feature does not include any of the Select Management or Comprehensive Management features.

(d) CenturyLink Responsibilities. For NMS, CenturyLink will provide Customer with a nonexclusive service engineer team, which will maintain a Customer profile for the portion of the Customer's network where the devices covered by NMS reside. CenturyLink will work with Customer to facilitate resolution of service affecting issues with Select Management or Comprehensive Management.

(e) Customer Responsibilities.

(i) Customer must provide all information and perform all actions reasonably requested by CenturyLink in order to facilitate installation of NMS. If Customer limits or restricts CenturyLink's read/write access to a device, CenturyLink cannot support configuration backups. Customer is responsible for supporting CenturyLink in access, troubleshooting, and configuration requests made in accordance with normal troubleshooting and repair support activities. For Out-of-Band management related to fault isolation/resolution, Customer will provide and maintain a POTS line for each managed device. "Out-of-Band" means a connection

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between two devices that relies on a non-standard network connection, such as an analog dial modem, which must be a CenturyLink certified 56k external modem. Additionally, Customer will provide a dedicated modem for each managed device. It is not mandatory that Customer have a POTS line but Customer must understand that CenturyLink will not be able to troubleshoot issues if the device covered by NMS cannot be reached. Service related outages requiring access to the device for troubleshooting and repair purposes will impact the eligibility of any associated SLA credits.

(ii) For Comprehensive Management, Customer must execute the attached Letter of Agency (Attachment 1) to authorize CenturyLink to act as Customer's agent solely for the purpose of accessing Customer's transport services.

(iii) Depending on transport type, Customer's managed devices must comply with the following set of access requirements: (A) for NMS delivered via IP connectivity with an Internet Port or other public Internet service, devices must contain an appropriate version of OS capable of establishing IPsec VPNs; and (B) for NMS delivered with a Private Port, CenturyLink will configure a virtual circuit to access Customer's device at no additional charge. CenturyLink will add the NMS network operations center to the Customer closed user group to manage the devices within Customer's network.

(iv) Customer must provide a routable valid IP address to establish the NMS connection. Customer's primary technical interface person must be available during the remote installation process to facilitate installation of NMS. All Customer devices managed under NMS must be maintained under a contract from a CenturyLink approved onsite CPE maintenance provider. The response times for which Customer contracts with its CPE maintenance provider will affect CenturyLink's timing for resolution of problems involving Customer provided devices. The performance of the CPE maintenance provider is Customer's responsibility.

2.4 End-to-End Performance Reporting. End-to-End Performance Reporting is a feature included with Private Ports and the Private Port functionality of Enhanced Ports, except for Ports with VPLS. Customer must include CenturyLink as a member of each closed user group. The feature includes a report based on data collected from Customer's traffic within its closed user groups and measures availability, jitter, latency, and packet delivery between Customer's edge routers, between CenturyLink's routers, and between Customer's edge routers and CenturyLink's routers. The data contained in the report is measured differently than the goals contained in the SLA applicable to the Service and is for informational purposes only. Customer is not entitled to SLA credits based on the data in the report. Customer may access the report in the Control Center portal.

2.5 Multicast. Multicast is an optional feature for Private Ports and the Private Port functionality of Enhanced Ports. The feature enables IP multicast on the CenturyLink IP network. Customer must configure its edge devices with CenturyLink designated multicast protocol specifications and use the CenturyLink designated IP address range for Customer's multicast applications. The standard feature allows up to ten sources of multicast traffic per Customer, but CenturyLink may permit a limited number of additional sources.

2.6 Secure IP Gateway. Secure IP Gateway ("SIG") is an optional feature for Enhanced Ports. SIG adds a network based firewall feature to an Enhanced Port and supports Customer defined network address translation policies and firewall rule sets.

2.7 VPLS. Layer 2 virtual private LAN service ("VPLS") is optional feature for Private Ports. Private Ports with VPLS are supported on CenturyLink-certified Cisco equipment and are limited to the following connection and encapsulation methods: Ethernet 10 Mbps, 100 Mbps, 1000 Mbps with Ethernet encapsulation; DS1 and DS3 with Frame Relay encapsulation, and OC3 with ATM encapsulation. The following features are not available with Private Ports with VPLS: (a) usage reports; (b) the Precise Burstable or Data Transfer pricing methodologies; (c) the SLA's Reporting Goal; (d) VPN Extensions and (e) End-to-End Performance Reporting.

2.8 VPN Extensions. A VPN Extension is an optional feature for layer 3 multi protocol label switching ("MPLS") Private Ports and Enhanced Ports. The feature allows Customer to extend its Layer 3 MPLS closed user groups to Customer locations that are not served by CenturyLink's MPLS network ("Remote Location"). Customer can establish a tunnel through the Internet between the Customer's CPE at the Remote Location (separately purchased and managed by Customer) and the CenturyLink network device. The Customer provided CPE must support the CenturyLink service configurations and be installed as designated by CenturyLink or as otherwise agreed upon by the parties. Customer is responsible for the installation, operation, maintenance, use and compatibility of the Remote Location CPE. Customer will cooperate with CenturyLink in setting the initial configuration for the Remote Location CPE interface with the VPN Extension Service. Customer must use IP connectivity at the Remote Location that includes a static public IP address.

(a) Exclusions. CenturyLink will not debug problems on, or configure any internal or external hosts or networks (e.g., routers, DNS servers, mail servers, www servers, and FTP servers). All communication regarding the VPN Extension must be between CenturyLink and a Customer approved site contact that has relevant experience and expertise in Customer's network operations. The following features are not available with VPN Extensions: (i) End-to-end Performance Reporting; (ii) QoS; (iii) VPLS; and (iv) Multicast. VPN Extensions are not subject to the SLA.

2.9 Backbone Prioritization. Backbone Prioritization is an optional feature available with individual domestic Private Ports. When this feature is configured on a Private Port, traffic originating from that Port will be designated at a higher class of service to the CenturyLink IP network than traffic originating from Private Ports without the feature or Internet Ports. If Customer desires Backbone Prioritization for traffic between two or more Private Ports, the feature must be ordered for each Private Port. The benefit from Backbone Prioritization is realized during periods of high network congestion. Backbone Prioritization may not be available at all locations or with Multicast in certain circumstances.

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3. Ordering. For purposes of this Service Exhibit, "Order Form" means an electronic order confirmation process using an architecture confirmation document ("ACD") or other document that Customer and CenturyLink mutually agree to prior to submitting a Service order request. CenturyLink must approve each Order Form and Customer must send it via e-mail, fax, or other CenturyLink-approved electronic process to CenturyLink. Subject to availability, CenturyLink will assign /29 Internet address space for Customer during the use of a Port. Neither Customer nor any End Users will own or route these addresses. Upon termination of Service, Customer's access to the IP addresses will cease. If Customer requests special sequencing for Port installation, Customer must designate a Key Port. A "Key Port" is a Port that must be available on the network before adding additional Port locations. The installation of the Key Port will determine the timelines for the installation of other domestic Ports. Customer may designate one Key Port within its CenturyLink IQ Networking network topology by notifying CenturyLink in writing of that request. Unless the parties otherwise agree in writing, Customer has sole responsibility for ordering, securing installation and ensuring proper operation of any and all equipment required to enable Customer to receive the Service.

4. Charges. Customer must pay all applicable MRCs and NRCs set forth in the attached pricing attachment or offer attachment. Charges will commence within five days after the date CenturyLink notifies Customer that Service is provisioned and ready for use ("Start of Service Date"). Customer may order multiple Ports with multiple pricing methodologies in accordance with the pricing methodologies set forth below. Customer may change the pricing methodology (e.g., from Flat Rate to Precise Burstable) of a Port if: (a) the Port's new MRC remains the same or greater than the old MRC, and (b) the Port starts a new Service Term that is equal to or greater than the remaining number of months in the old Service Term, subject to a 12 month minimum. CenturyLink may change rates after the completion of a Port's Service Term with 60 days' notice. The net rate MRCs set forth in the pricing attachment or offer attachment will be used to calculate Contributory Charges. Net rate MRCs are lieu of all other rates, discounts, and promotions. The End to End Performance Reporting, VPN Extension, SIG and Multicast features are provided on a month-to-month basis and either party may cancel a feature with 30 days' prior written notice to the other party. CenturyLink may upon 30 days prior written notice to Customer modify those features, including without limitation, their rates.

4.1 Pricing Methodologies.

(a) Flat Rate. The Flat Rate pricing methodology bills Customer a specified MRC for a given Port speed regardless of Customer's actual bandwidth utilization.

(b) Tiered. The Tiered pricing methodology caps Customer's bandwidth at the tier specified on an Order Form and bills the Customer a fixed MRC based on that bandwidth tier regardless of Customer's actual bandwidth utilization. No more than once per month, Customer may change its specific bandwidth tier (e.g., 2 Mbps to10 Mbps) within the applicable Port classification (e.g., Ethernet, Fast Ethernet). Customer may not change its bandwidth from one Port classification to another.

(c) Precise Burstable. Usage samples are taken every five minutes throughout the monthly billing cycle. Only one sample is captured for each five-minute period, even though there are actually two samples taken; one for inbound utilization and one for outbound utilization. The higher of these two figures is retained. At the end of the billing period, the samples are ordered from highest to lowest. The top 5% of the samples are discarded. The highest remaining sample is used to calculate the usage level, which is the 95th percentile of peak usage. For each Precise Burstable Port, Customer will pay an MRC calculated by multiplying Customer's 95th percentile of peak usage in a given month by the applicable MRC per Mbps. There is a minimum usage amount within each Precise Burstable Port classification ("Precise Burstable Minimum"). Customer will be billed the greater of the Precise Burstable Minimum or the actual charges based upon its 95th percentile of peak usage.

(d) Data Transfer. Usage samples are taken every five minutes throughout the Customer's monthly billing cycle. Samples are taken for both in-bound utilization and out-bound utilization. Customer will be billed for the sum total of both inbound and outbound utilization. Charges are applied using a stepped or "metered" methodology such that Customer's traffic will be billed incrementally at each volume tier. For example, if Customer's total volume on a DS1 circuit is 10 GB, the first 7 GB of such total would be billed at the 0-7 GB tier, and the remaining 3 GB would be billed at the 7.01-17 GB tier. For each Data Transfer Port ordered hereunder, Customer will pay an MRC calculated by multiplying Customer's volume of data transferred in a given month (in GBs) by the applicable MRC per GB. Within each Data Transfer Port classification (e.g., DS1, DS3), Customer will be subject to the minimum usage amount set forth in the column heading of the applicable Data Transfer pricing table ("Data Transfer Minimum"). Customer will be billed the greater of the Data Transfer Minimum or the actual charges based upon its actual volume of data transferred. Data Transfer pricing is only available if Customer's premises-based router uses HDLC, PPP, or MLPPP line encapsulation.

5. Term; Cancellation.

5.1 Term. The term of an individual Port (and NMS feature, if applicable) begins on the Start of Service Date for that Port and continues for <SELECT ONE> ("Service Term"). If Service is installed at multiple Customer locations or with multiple Ports at a Customer location, each separate Port (and associated NMS) will have its own Start of Service Date. Upon expiration of a Service Term, Service (and associated NMS) will remain in effect on a month-to month basis until canceled by either party with 60 days' notice.

5.2 Cancellation. Upon cancellation of a Service, Customer will remain liable for charges accrued but unpaid as of the cancellation date. If a Port or NMS is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its initial Service Term or Upgrade Service Term (as described in the "Upgrades" section), Customer will pay a "Cancellation Charge" equal to: (a) 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the first 12 months of the Service Term (or Upgrade Service Term), if any, plus (b) 35% of the balance of the MRCs that otherwise would have become

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due for the unexpired portion, if any, of the Service Term (or Upgrade Service Term) beyond the first 12 months, plus (c) the amount of any NRCs discounted or waived if the Port has not remained installed for at least 12 months.

5.3 Waiver of Cancellation Charges.

(a) Upgrades. CenturyLink will waive the Cancellation Charges if Customer: (i) upgrades the Port to a higher bandwidth (e.g., from a DS1 to a DS3) within the same pricing methodology; or (ii) upgrades the Port type to a higher Port type (e.g., from an Internet Port to a Private Port or an Enhanced Port) within the same pricing methodology. All upgraded Ports must have a Service Term equal to or greater than the replaced Port's remaining Service Term, subject to a 12 month minimum ("Upgrade Service Term").If Customer cancels the upgraded Port before the completion of the Upgrade Service Term, Customer will pay the Cancellation Charges set forth in the Cancellation section above. In some cases an upgrade to a Port may trigger a Local Access charge under the Local Access Service Exhibit.

(b) Migration to Other CenturyLink Services. CenturyLink will waive the Cancellation Charges if Customer migrates the Port to new Analog VoIP Service or Data Bundle Solutions (a "New Service") as long as: (i) the New Service's MRC is equal to or greater than the combined MRCs of the Port and the associated Local Access Service being terminated; (ii) the New Service's minimum service term is at least as long as the then remaining Service Term of the Port being terminated; and (iii) the New Service is available.

6. Additional Disclaimer of Warranty. In addition to any other disclaimers of warranty stated in the Agreement, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of the Services will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy (including applicable firewall and NAT policies) and security response procedures.

7. E-mail Notification. Customer acknowledges and agrees that CenturyLink may contact Customer via e-mail at the e-mail address provided to CenturyLink when Customer ordered the Service for any reason relating to the Service, including for purposes of providing Customer any notices required under the Agreement. Customer agrees to provide CenturyLink with any change to its e mail address.

8. AUP. All use of the Services must comply with the AUP located at http://www.centurylink.com/legal/, which is subject to change. CenturyLink may reasonably change the AUP to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of CenturyLink's networks, systems, services, Web sites, and products.

9. SLA. Service is subject to the CenturyLink IQ Networking service level agreement ("SLA"), and the NMS feature is subject to the NMS SLA each located at http://www.centurylink.com/legal/, which are subject to change. For Customer's claims related to Service or NMS feature deficiencies, interruptions or failures, Customer's exclusive remedies are limited to those remedies set forth in the applicable SLA.

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PRICING ATTACHMENT

1. Pricing.

1.1 Network Management Service MRCs.

(a) NMS for devices associated with a CenturyLink IQ Networking Port. The following MRC is in addition to the Port MRC.

Description NMS for devices associated with a CenturyLink IQ Networking Port.	**Promo Code**	**MRC**	**NRC**
Select Management	IQ MANAGED	$45.00 per device*	N/A
Comprehensive Management	IQ MANAGED	$75.00 per device	N/A

*CenturyLink will provide Select Management with domestic CenturyLink IQ Networking Service unless Customer elects to opt out.

(b) NMS for devices not associated with a CenturyLink IQ Networking Port. The following MRC is in addition to the Port MRC.

Description NMS for devices not associated with a CenturyLink IQ Networking Port (including VPN Extensions).	**MRC**	**NRC**
Select Management	$60.00 per device	N/A
Comprehensive Management	$100.00 per device	N/A
Monitor and Notify	$35.00 per device	N/A

1.2 CenturyLink IQ Networking Features.

(a) Secure IP Gateway.

Description	**NRC**
Secure IP Gateway Activation Fee	$200.00 per each Enhanced Port

(b) VPN Extensions.

Description	**MRC**	**NRC**
VPN Extensions	$25.00 per IPsec tunnel	$50.00 per IPsec tunnel

(c) Backbone Prioritization. Backbone prioritization charges are in addition to the applicable Private Port MRCs.

Description	**Increased MRC**
Backbone Prioritization	CenturyLink will apply a 20% uplift charge to the MRC of each Private Port configured with Backbone Prioritization.

1.3 Port Pricing Tables. Some Port types or Port speeds may not be available in all areas or with certain types of access. If Customer wishes to order domestic CenturyLink IQ Networking Service with a different bandwidth or pricing methodology than those contained in the below pricing tables, Customer must enter into a separate written amendment to this Agreement.

(a) Flat Rate Pricing.

Flat Rate Enhanced Port	**Install NRC**	**Net Rate MRC**
Fast Ethernet	$1,500.00	$230.00

1.4 NRC Discounts

(a) NRC Waiver. So long as Customer is not in default of any obligations under the Agreement, CenturyLink will waive the Install NRCs for Ports. The Ports must remain installed for at least 12 months

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CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT
CENTURYLINK DOMESTIC IQ NETWORKING SERVICE EXHIBIT

ATTACHMENT 1

COMPREHENSIVE MANAGEMENT

LIMITED LETTER OF AGENCY
between
City of Louisville ("Customer")
and
CenturyLink Communications, LLC f/k/a Qwest Communications Company, LLC ("CenturyLink")

This limited letter of agency ("LOA") hereby authorizes CenturyLink to act as the Customer's agent for the limited purpose of contacting Customer's designated Local Exchange Carrier ("LEC"), Interexchange Carrier ("IXC"), Internet Service Provider ("ISP"), or customer premises equipment ("CPE") maintenance provider in conjunction with CenturyLink Network Management Service. Network Management Service activities will consist of working with Customer's LEC, IXC, ISP, and/or CPE maintenance provider for the purpose of: (a) extracting information concerning transmission data elements carried over Customer's network connection; (b) identifying Customer's links or data link connection identifiers ("DLCIs"); (c) opening, tracking, and closing trouble tickets with the LEC, IXC, ISP, or CPE maintenance provider on Customer's transport links or CPE when an alarm or fault has been detected; (d) dispatching CPE repair personnel on behalf of Customer to CPE for which a fault has been detected; and (e) discussing fault information with the LEC, IXC or CPE maintenance provider on behalf of Customer to facilitate resolution of the problem.

CenturyLink does not assume any of Customer's liabilities associated with any of the services the Customer may use.

The term of this LOA will commence on the date of execution below and will continue in full force and effect until terminated with 30 days written notice by one party to the other or until the expiration or termination of the Network Management Service.

A copy of this LOA will, upon presentation to LEC, IXC, ISP, and/or CPE maintenance provider, as applicable, be deemed authorization for CenturyLink to proceed on Customer's behalf.

_____
Customer Company Name

_____
Authorized Signature of Customer

_____
Print or Type Name

_____
Title

_____
Date

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1. General; Definitions. Capitalized terms not defined herein are defined in the Agreement. CenturyLink QCC will provide CenturyLink® Hosted VoIP ("Hosted VoIP") and CenturyLink IQ® SIP Trunk ("SIP Trunk") (collectively, "Service") under the terms of the Agreement and this Service Exhibit.
"Administrator Portal" enables the Customer administrator to: (a) set up End Users; (b) implement: (i) some moves, adds, changes, and deletions; and (ii) calling restrictions.

"Alien TN" means a telephone number that has not been ported to Service or has not been assigned by CenturyLInk. Alien TNs are currently only permitted with SIP Trunk.

"ANI" means automatic number identification.

"Approved Connectivity" means a new or existing CenturyLink IQ® Networking port or Data Bundle Solution provided by CenturyLink QCC, or new or existing DIA Service or Internet Bundle provided by a CenturyLink Affiliate other than CenturyLink QCC. If Customer selects an access type that does not provide guaranteed end-to-end QoS or if Customer is not using Approved Connectivity at any point in time (e.g., a Wi-Fi or wireless network or device), Customer may experience call quality issues. In these instances, CenturyLink's Voice Availability SLA will not apply. Additionally, Customer acknowledges that the only way to resolve quality issues on connectivity that does not provide end-to-end QoS may be to move to another connectivity type that provides end-to-end QoS.

"Approved CPE" means internet connectivity routers, Customer premises switches and routers, and IP enabled devices (e.g. handsets) and intangible computer code contained therein, designated by CenturyLink. In some cases, Customer may provide its own Approved CPE. If Customer provides Approved CPE, the provisions of the "Customer-Owned CPE" section of this Service Exhibit will apply.

"Calling Party Number" (CPN) means the originating party's telephone number, as displayed on Caller ID (when Caller ID privacy is not restricted).

"CenturyLink-Approved 911 Location" means Customer's current 911 location that is displayed on the My 911 Location page of the MyAccount: VoIP portal, which may be the 911 location of a Customer PPU, or an updated temporary location that CenturyLink has previously approved. Service may only be used at a CenturyLink-Approved 911 Location.

"Net Rates" are in lieu of all other rates, offers, discounts, and promotions.

"Off-Net Calls" means any calls that are not (a) local calls, (b) 8xx outbound calls, or (c) On-Net Calls.

"On-Net Calls" means calls between the Service and any of the following CenturyLink services: CenturyLink IQ SIP Trunk, Hosted VoIP, Managed Office, Managed Office Essentials, SIP Trunk (Sonus platform), Managed VoIP, Analog VoIP, Digital VoIP, or Integrated Access, and that are transmitted through the Service entirely over the CenturyLink IP network and not the PSTN or another carrier's IP network.

"Ported TN" means an existing telephone number that is currently subscribed to a local exchange carrier for local, local toll and/or long distance telecommunications services and ported to CenturyLink for use with the Service.

"PPU" means the location given by the Customer as the Primary Place of Use for a particular TN or 8xx TN.

"Pricing Attachment" means a document containing rates specific to Service and is incorporated by reference and made a part of this Service Exhibit.

"PSAP" means public safety answering point.

"PSTN" means public switched telephone network.

"QoS" means Quality of Service.

"Rate Sheet" means (a) for Hosted VoIP Service the document located at http://www.centurylink.com/legal/HostedVoIP/ALaCarteRatesv1.pdf; and (b) for SIP Trunk the document located at http://www.centurylink.com/legal/IQSIP/ALaCarteRatesv1.pdf. The Rate Sheets include additional pricing for Hosted VoIP and SIP Trunk optional features, domestic Off-Net long distance and toll free terms and pricing, and MACD charges. The Rate Sheets are incorporated herein by reference..

"Renewal Term" means renewal periods equal to the Initial Term that commence once the Initial Term is complete.

"Router" means a router or router/switch approved by CenturyLink for use with the Service.

"RSS" means the International Rates and Services Schedule which can be found at http://www.centurylink.com/tariffs/fcc_clc_ixc_rss_no_2.pdf and which is subject to change. The RSS contains provisions relating to international toll free service.

"Session" means a single unit of simultaneous call capacity.

"SIP" means Session Initiation Protocol.

"SIP Trunk Diversion Header" means a header used to support PSTN redirecting services such as Call Forwarding.

"SLAs" means service level agreements posted at http://www.centurylink.com/legal which are subject to change.

"Soft Phone" means software for an IP-enabled device that allows Customer's End Users to use the Service to make and receive calls on that device.

"Start of Service Date" means the date CenturyLink notifies Customer that Service is provisioned and ready for use.

"Term" means Initial Term and each Renewal Term.

"Trunk Group" means a group of Sessions used for local or usage-based voice services.

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2. Service.

2.1 Description. Hosted VoIP and SIP Trunk are described in separate subsections below. Features and options available only with Hosted VoIP are listed in the "Hosted VoIP Service" sub-section. Features and options available only with SIP Trunk are listed in the "SIP Trunk" sub-section. Features and options available with both Services are listed in the "Common Features" sub-section. Each Hosted VoIP and SIP Trunk seat includes one TN.

(a) Hosted VoIP Service. Hosted VoIP Service is an IP application that provides real time, two-way voice capability in IP over a broadband connection. Customer may purchase Service on a per seat basis. Except as otherwise indicated herein, the MRC for Hosted VoIP Seats includes rental of one IP Device. Hosted VoIP seats include the specific features identified below based on Seat type. Additional charges apply for optional features listed below, and, if applicable, for Router rental and maintenance. Subject to Approved Connectivity and Approved CPE limits, Customer may order up to a maximum of 10,000 Hosted VoIP seats/TNs per location. Features listed in this section (a) are only available with Hosted VoIP.

(i) Hosted VoIP Basic Seats. Basic Seats are designed for a lobby, break room, cafeteria or shop area that is not assigned to a specific End User. Basic Seats include: the ability to make On-Net and Off-Net Calls**,** an End User Portal, an Administrator Portal, call waiting, and call forwarding, as well as other features, some dependant on IP handset model or Soft Phone software. Basic Seats do not include voice mail. Information regarding IP handset or Soft Phone features supported by the Service is available from a CenturyLink Sales Representative. The End User Portal provides access to call logs, click-to-call and other features. The Administrator Portal enables Customer administrator functionality, including the ability to set up End Users, implement some moves, adds, changes, and deletions, and implement calling restrictions.

(ii) Hosted VoIP Standard Seats. Standard Seats are designed to address a company's standard calling practices (general business, support and clerical personnel) that do not require an advanced feature set. Standard Seats include the features listed for Basic Seats above, plus a standard feature package and voicemail.

(iii) Hosted VoIP Conference Room Seats. Conference Room seats have the same features as a Standard Seat, and are tailored for the purpose of attaching a Conference Room phone, which often is a speaker phone model. Customer may enable or disable features best suited for that phone type in the Administrator Portal. Conference Room Seats do not include voice mail.

(iv) Hosted VoIP Premium Seats. Premium Seats are designed to fit the needs of the majority of a company's professional employees. Premium Seats provide End Users with advanced IP phone features as well as premium phone and soft client access. Premium Seats include the features listed for Basic and Standard Seats above, plus an advanced feature package and Microsoft® Outlook® integration.

(v) Hosted VoIP Receptionist Seats. Receptionist Seats have the same features as a Premium Seat, and are intended for use by Customer End Users who handle multiple calls and redirect those calls to other Customer End Users within their business group. Receptionist Seats may either use IP Phones with up to three side car modules to expand the call appearance capacity, or a Receptionist Web Console. Additional charges apply for side car modules and the Receptionist Web Console. The Receptionist Web Console window is integrated with the call manager feature, enabling functions such as click-to-transfer or click-to-dial. The Receptionist Web Console graphically displays End Users' status (busy, idle, or do not disturb), as well as detailed call information. Additional display management options are also available with the Receptionist Web Console.

(vi) Hosted VoIP Admin Seats. Admin seats are intended for use by Customer End Users who handle multiple calls and redirect those calls to other Customer End Users within their business group. Admin seats may either use IP Phones with one side car module to expand the call appearance capacity, or a Receptionist Web Console. An additional charge applies for the Receptionist Web Console. The Receptionist Web Console window is integrated with the call manager feature, enabling functions such as click-to-transfer or click-to-dial. The Receptionist Web Console graphically displays End Users' status (busy, idle, or do not disturb), as well as detailed call information. Additional display management options are also available with the Receptionist Web Console.

(vii) Hosted VoIP Analog Seats. An analog seat does not include a physical device (like a phone). This seat is designed to accommodate multiple analog devices that may be directly connected back to analog telephone equipment on Customer's premise. A TN associated with an analog seat can be used as a line appearance on a phone, but cannot be used as the primary TN. Analog seats have the same features as Premium Seats, except for the associated physical device.

(b) SIP Trunk. SIP Trunk provides the delivery of origination and termination of local, including 911, voice traffic and optionally long-distance, and toll-free traffic via a SIP signaling interface enabled to the Customer Premise Equipment (CPE). All voice traffic will be delivered in an IP format over separately purchased Approved Connectivity. Customer must purchase Standard, Enterprise, or Basic Sessions with the Service. Features listed in this section (b) are only available with SIP Trunk.

(i) Standard SIP Trunk Sessions. Standard SIP Trunk Sessions include: the ability to make On Net and Off Net calls and terminate Toll Free calls, an End User Portal, an Administrator Portal, Call Waiting, Calling Line ID Delivery Blocking, Calling Name Retrieval, Calling, Malicious Call Trace, as well as other features. They offer sharing of Sessions among Enterprise locations and provide a PSTN failover upon unavailability of Trunk Groups.

(ii) Enterprise SIP Trunk Sessions. Enterprise SIP Trunk Sessions include: all features included in Standard SIP Trunk Sessions, plus Business Continuity options, free Off-Net long distance minutes per Session purchased. They offer sharing of Sessions among Enterprise locations and provide a transparent PRI failover, Enterprise Trunking, and homing to geo diverse session border controllers.

(iii) Basic SIP Trunk Sessions. Basic SIP Trunk Sessions provide the ability to make On-Net and Off-Net calls and terminate toll free calls. Calls delivered over this Session type are all metered.

(iv) Optional SIP Trunk Features. The optional features listed in this section are available only with SIP Trunk.

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(1) SIP Trunk Basic Seats. SIP Trunk Basic Seats are designed for use with Basic SIP Trunk Sessions only. All calls made from SIP Trunk Basic seats are metered.

(2) SIP Trunk Standard Seats. SIP Trunk Standard Seats are for use with Standard SIP Trunk Sessions and Enterprise SIP Trunk Sessions only. They are designed to address a company's standard calling practices (general business, support and clerical personnel) that do not require an advanced feature set. Standard Seats include a standard feature package.

(3) SIP Trunk Premium Seats. SIP Trunk Premium Seats are for use with any type of SIP Trunk Session. SIP Trunk Premium Seats are designed to fit the needs of the majority of a company's professional employees. They provide End Users with advanced IP phone features as well as Anywhere and MobileLink access.

(4) SIP Trunk Mobility Seats. SIP Trunk Mobility Seats are for use with any type of SIP Trunk Session. A SIP Trunk Mobility Seat includes standard SIP Trunk features, Anywhere and MobileLink.

(5) Enhanced 911 Service. 911 service provided with SIP Trunk is associated with the main business TN at each Customer location, and not with the actual End User location. Customer may purchase optional Enhanced 911 Service for an additional charge. Enhanced 911 Service provides Customer the option to have an E911 service address per TN that is different than a main business TN.

(6) SIP REFER. SIP REFER allows Customer to transfer a call using a specific network protocol that causes the network to complete the call transfer rather than CPE.

(c) Common Features. Customer may purchase the following optional services with both Hosted VoIP and SIP Trunk for additional charges. Other optional features and services may be available on an individual case basis. The local and long distance calling service area for a Hosted VoIP seat or SIP Trunk telephone number is based on the area code and prefix assigned to the End User and does not depend on the End User's physical location.

(i) Hunt Groups. An additional MRC and NRC apply for each hunt group. An additional MRC will also apply if Customer orders a voice mail box for a hunt group.

(ii) Auto Attendant. An additional MRC and NRC apply for each auto attendant.

(iii) Voice Mail Only Seats. Customer may purchase optional voice mail only seats at the MRC shown on the Rate Sheet. Voice mail only seats are featureless seats that allow inbound callers to leave a voice mail message. Since IP handsets and Soft Phones are not available with a voice mail only seat, outbound calls and 911 calls cannot be made from a voice mail only seat.

(iv) Virtual Seats. A virtual seat does not include a physical device (like a phone) and is not associated to a SIP Trunk Group. A TN associated with a virtual seat can be used as a line appearance on a phone, but cannot be used as the primary TN. Virtual seats have the same features as Hosted VoIP or SIP Trunk Premium Seats, except for the associated physical device.

(v) Available TNs. An available number is an unallocated number Customer retains in a pool for later use. An additional MRC applies for each available TN.

(vi) Anywhere TNs. Customer can order optional Anywhere TNs (find me, follow me capability) with Hosted VoIP and SIP Trunk Premium Seats and with SIP Trunk Mobility Seats. An additional MRC and NRC apply for each Anywhere TN.

(vii) Local, 8XX and On-Net Calls. Local calls, 8XX outbound calls, and On-Net Calls are included in the Standard, Premium, Conference Room, Receptionist and Basic Hosted VoIP seat MRCs, and in the Standard and Enterprise SIP Trunk Session MRCs.

(viii) Off-Net Calls. Additional per minute charges apply to international Off-Net Calls. Additional per minute charges also apply to domestic Off-Net calls in excess of the quantity of waived minutes shown in the "Domestic Outbound Off-Net LD and Domestic Inbound 8XX Pricing" section on the applicable Rate Sheet (the "LD/TF Offer"). CenturyLink may modify the LD/TF Offer upon expiration of the Initial Term, including reverting to standard Off-Net long distance rates. Standard per minute rates for domestic and international Off-Net long distance are shown in the ISS. If Customer negotiated non-standard Off-Net long distance rates on a Voice Service Exhibit, those negotiated rates will apply to long distance in lieu of the ISS rates or the LD/TF Offer. Regardless of where Off-Net pricing for long distance is located, the terms and conditions of this Service Exhibit will continue to apply to long distance used with Service. Additional per minute charges apply to each Off-Net Call leg of a conference call..

(ix) Toll-Free. Inbound toll free services are available with the Service. CenturyLink is required by the FCC to state in this Service Exhibit that Customer is prohibited from using any toll free TN, or other TN advertised or widely understood to be toll free, in a manner that would violate FCC rule 47 CFR 64.1504. Additional per minute charges apply to international inbound toll free calls. Additional per minute charges also apply to domestic inbound toll free calls in excess of the quantity of waived minutes shown in the "Domestic Outbound Off-Net LD and Domestic Inbound 8XX Pricing" section on the applicable Rate Sheet (the "LD/TF Offer"). CenturyLink may modify the LD/TF Offer upon expiration of the Initial Term, including reverting to standard domestic inbound toll free rates. Standard rates for domestic and international toll free service are in the ISS. If Customer negotiated non-standard toll free rates on a Voice Service Exhibit, those negotiated rates will apply to inbound toll free in lieu of the ISS rates or the LD/TF Offer. Regardless of where toll free pricing is located, the terms and conditions of this Service Exhibit will continue to apply to toll free used with the Service.

(x) Operator Services. Available for calling or credit card billed calls only. No collect or third party billing calls are supported. Pricing for Operator Services is located in the FCC Operator Services Informational Tariff posted at: http://www.centurylink.com/tariffs/fcc_clc_ops_t.pdf.

(xi) Directory Listing. An additional MRC applies to each basic business white page listing of a telephone number.

(xii) Directory Assistance. A flat per call charge applies to directory assistance.

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(xiii) Receptionist Web Console. Receptionist Web Console is a Web-based application that provides receptionist console capabilities for Service on a Customer PC. An additional MRC applies for each Receptionist Web Console.

(xiv) Desktop/Mobile Soft Phones. Desktop and mobile Soft Phones are Internet-based software that allow Customer End Users to utilize the calling features of the Service on a Customer Windows/PC, Apple/Mac, Android, or iOS device using available Internet access. Voice quality and the ability to utilize the Soft Phones may be impacted by the availability of Customer's Internet access, Internet capacity and associated Customer-provided hardware limitations. Customer End Users must accept a EULA when downloading Soft Phone software. Additional charges for available Soft Phones are shown on the Rate Sheet. When purchased with Hosted VoIP, desktop and mobile Soft Phones can only be purchased in conjunction with Standard or Premium Seats. When purchased with SIP Trunk, desktop and mobile Soft Phones can only be purchased in conjunction with Premium or Mobility Seats.

(xv) PAC/VPAC. PAC/VPAC are optional product account authorization codes available with the Service. These authorization codes restrict access to outbound long distance dialing. End Users attempting to call long distance outside the authorized group are prompted to enter a code prior to placing the long distance call. Calls are not connected unless a valid code is entered.

2.2. Service Conditions. The following conditions apply to the Service:

(a) Site Conditions. Customer is responsible for ensuring that its Customer Environment is fully prepared for the convergence of voice and data services during the Term. Customer is responsible for fully understanding how changes in its data network will affect voice quality and reliability of the Service. The addition of new data network applications, increased usage, movement of Customer personnel, and equipment failures can all have an impact on Service using that network. CenturyLink has no liability for Service deficiencies or interruptions caused by failures or malfunctions in the Customer Environment. A CenturyLink representative will assist Customer in a technical interview to determine if the Customer Environment meets the specifications. Customer is responsible for providing all the necessary information to complete the technical interview. If CenturyLink determines in the technical interview that the Customer Environment does not meet the specifications needed to use the Service, Customer may terminate the Service without liability for any Cancellation Charge..

(b) Access. Customer must provide CenturyLink and/or its representative access to the Customer premises to the extent reasonably determined by CenturyLink for the installation, repair, replacement, inspection and scheduled or emergency maintenance of the Service. The installation NRC covers either a single Customer site visit by a CenturyLink technician (where Service is added to existing Approved Connectivity), or a maximum of two Customer site visits (where installation of the Service includes new Approved Connectivity). If additional site visits are required, time and material charges will apply at CenturyLink's then current rates. Customer is responsible for providing a safe place to work at its premises and complying with all laws and regulations regarding the working conditions at its premises.

(c) Voice Services (Long Distance and Toll Free). CenturyLink will provide the voice services under the terms of the Agreement, ISS, and this Service Exhibit

(i) Description; Service Guide and SLA. Long Distance accepts domestic and international dedicated long distance traffic in IP format and converts such traffic for transmission across the telecommunications network. Toll Free accepts domestic and international toll free traffic and converts it into IP format for transmission to Customer. The voice services are dedicated offerings. All use of the voice services will comply with and be subject to the Services Guide and applicable sections of the CenturyLink Hosted VoIP and IQ SIP Trunk SLA, which is posted at http://www.centurylink.com/legal/. CenturyLink reserves the right to refuse to accept, suspend, or limit any or all of Customer's IP traffic not complying with the Service Guide technical specifications or that CenturyLink believes is adversely affecting other customers on the CenturyLink network. The Service Guide is incorporated into this Service Exhibit by this reference. CenturyLink may reasonably modify the Service Guide to ensure compliance with applicable laws and regulations and to protect CenturyLink's network and customers, and such change will be effective upon posting to the Web site.

(ii) Telemarketing. With respect to any outbound long distance: (a) Per the Federal Trade Commission ("FTC"), telemarketers are required to transmit their telephone number to Caller ID services. As such, all telemarketers using CenturyLink commercial services are required to provide CPN/pseudo-CPN and a CGN provisioned with the service: IF A TELEMARKETER DOES NOT PROVIDE CENTURYLINK WITH A NUMBER FOR THIS PURPOSE, THE CALL WILL BE BLOCKED BY CENTURYLINK; and (b) Federal Do Not Calls rules require that companies that telemarket or engage in telephone solicitations adhere to the requirements set forth in 47 C.F.R. section 64.1200 (FCC) and 16 C.F.R. Part 310 (FTC). Please consult with your company's legal advisor for more information.

(iii) Non-Completed Calls. "Non-completed Call Percentage Threshold" means 30% of all attempted calls, both completed and non-completed. If the percentage of Customer's calls that do not complete (out of all attempted calls) meets or exceeds the Non-completed Call Percentage Threshold for any given monthly billing cycle, CenturyLink may, upon 30 calendar days notice to Customer, disconnect any and all circuit(s) providing Service on which the Non-completed Call Percentage Threshold was exceeded.

(iv) International Toll Free. International Toll Free Service "ITFS"/Universal International Freephone Number "UIFN" billing increments, usage restrictions and descriptions are found in the RSS. All rates are located in the ISS.

(c) Approved Connectivity and CPE. Service may only be used with Approved Connectivity and Approved CPE. Except for IP handsets, which are included with Hosted VoIP Service, Customer must purchase Approved Connectivity and Approved CPE separately. CenturyLink may add to the Approved Connectivity and Approved CPE lists from time to time. The then current lists are available to Customer upon request. CenturyLink has no liability for Service deficiencies or interruptions caused by Customer, its employees, contractors or agents, or End Users reconfiguring or misconfiguring the Approved Connectivity or Approved CPE.

(e) Queuing Method. Customers using CenturyLink IQ Networking Private or Enhanced Ports for Approved Connectivity are strongly encouraged to select Queuing Method ("QM") C, if available. If unavailable, Customers are strongly encouraged to select QM B. If Customer instead selects QM A or QM D, Customer may experience call quality and/or call set-up problems under normal usage

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patterns. If that occurs, CenturyLink's first troubleshooting step will be to implement QM C or QM B. CenturyLink will thereafter only engage in further troubleshooting if implementing QM C or QM B does not resolve the problem. If changing the QM resolves the call quality and/or set-up problems, Customer agrees to continue using the QM implemented by CenturyLink to resolve the issue.

(f) Customer-Owned CPE. Instead of renting Approved CPE from CenturyLink, Customer may, at its option, utilize Customer-owned CPE with Service. Customer-owned CPE includes CPE purchased from CenturyLink or another CPE vendor. All Customer-owned CPE used with Service must: (i) be on CenturyLink's Approved CPE list; (ii) be covered by a CenturyLink CPE maintenance plan during the entire Term; (iii) include an operating system that complies with CenturyLink's minimum requirements; and (iv) be re-imaged or programmed by CenturyLink to work with Service. Notwithstanding subpart (iv), CenturyLink will not re-image, program or adjust settings on Customer-owned LAN switches unless Customer purchases separate network management service from CenturyLink. A copy of CenturyLink's current Approved CPE list and list of current minimum operating system requirements are available upon request. Unless Customer purchases CPE maintenance from CenturyLink, CenturyLink will not maintain the Customer-owned CPE. CenturyLink will also not install or maintain operating system software on Customer-owned CPE. Except where Customer has purchased CPE maintenance from CenturyLink on a Customer-owned CPE device, Customer will not be entitled to SLA remedies if Service fails to meet a CenturyLink SLA due to a failure or malfunction of that device.

(g) Off-Net Call Billing. Off-Net Call charges are quoted in full minutes. Each domestic Off-Net Call is measured and billed for an initial 18 seconds and rounded up to the next 6 second increment after the first 18 seconds. Domestic Off-Net Calls are also subject to a 30 second MATR per call. If the MATR is not met in a particular month, CenturyLink may add $0.01 to the per minute charge for all domestic Off-Net Calls during that month. Each international Off-Net Call (except to Mexico) is measured and billed for an initial 30 seconds and rounded up to the next 6 second increment after the first 30 seconds. Each International Off-Net Call to Mexico is measured and billed for an initial one minute and rounded up to the next minute after the first minute.

(h) Unsupported Calls. The Services do not support collect or third party billing. The Services may not support 311, 511 and/or other x11 services (other than 911, 711 and 411 dialing) in all service areas. The Services do not support any outgoing calls from seats that are not associated with an IP Device or Soft Phone (i.e., from Voice Mail Only Seats), unless another telephony device from which the call can be originated via the End User Portal is used. The Services do not support remote bridged line appearances ("Remote BLAs") or remote shared call appearances ("Remote SCAs"). Customer is specifically instructed not to enable Remote BLAs or Remote SCAs on its IP devices used with the Services. Additional information regarding potential issues with Remote BLAs and Remote SCAs is found in the "911 Emergency Service" section of this Service Exhibit.

(i) Area of use. The Service is intended to be used only at one of the Customer PPU locations in the United States (not including U.S. territories). Additionally, Customer may not use IP enabled stationary devices that are assigned to, designated for, or configured for use at one PPU location in any other location, unless Customer has requested a temporary change of its 911 location, and has received approval and the 911 Update Confirmation from CenturyLink as set forth in the "Use of Service at a Temporary Location" section below. 911 emergency calls automatically route to the appropriate 911 center based upon the CenturyLink-Approved 911 Location. If Customer or an End User tries to use the Service (i) at a location other than a CenturyLink-Approved 911 Location (including without limitation, using IP enabled devices assigned to, designated for, or configured for use at one location in a different location) or (ii) outside of the United States (including in any U.S. territories), they do so at their own risk (*including without limitation, the risk that Customer will not have access to 911 emergency services* and/or such activity violates local laws in the jurisdiction where Customer or an End User tries to use the Service).

(j) Use of Service at a Temporary Location. This section applies to Hosted VoIP Service. It only applies to SIP Trunk if Customer purchases the 911 Emergency Service optional feature with SIP Trunk. Customer may temporarily use the Service at a location other than the Customer PPU location only after obtaining CenturyLink's approval either (i) by contacting CenturyLink at 1-877-878-7543 or (ii) by submitting a 911 location change request through the MyAccount: VoIP portal. Customer must submit a 911 location change request both before using Service at the temporary location and before returning to the Customer PPU location. Failure to obtain CenturyLink's approval is prohibited and constitutes a misuse of the Service. Such misuse will result in 911 calls being routed to the incorrect 911 operator based on incorrect address information. Use of Service at a temporary location may not exceed six (6) months in duration. Upon submission of Customer's 911 location change request, CenturyLink will reject the request, or accept and begin processing the request. Customer is responsible for checking the My 911 Location page of the portal to confirm if the request was rejected or accepted. Customer will be notified of the 911 Update Interval (defined in Section 3.1 below) at the time the request is accepted via the *My 911 Location* page of the portal. Upon completion of the 911 location change and the 911 Update Interval, an e-mail will be sent to Customer's e-mail address of record notifying Customer that 911 service has been successfully moved and is ready for use ("911 Update Confirmation"). In the event Customer does not receive such confirmation by expiration of the 911 Update Interval, Customer agrees to contact CenturyLink at 1-877-878-7543. Any 911 calls placed prior to receiving the 911 Update Confirmation will be routed according to the last CenturyLink-Approved 911 Location. If, upon submission of a 911 location change request, CenturyLink rejects the change request, Customer understands that CenturyLink has not approved using the Service at that new location and, as such, Customer is prohibited from using the Service there. To ensure proper routing of calls to 911, Customer and its End Users must not install or use IP Devices or Soft Phones with the Service to dial 911 at another address without following the above address change process.

(k) Compliance. The Service cannot be used for any unlawful, abusive, or fraudulent purpose, including without limitation, using the Service in a way that: (i) interferes with CenturyLink's ability to provide service to CenturyLink customers; (ii) avoids Customer's obligation to pay for communication services; (iii) constitutes a criminal offense; (iv) gives rise to a civil liability; or (v) otherwise violates any laws. Without limiting the foregoing, the Service cannot be used for auto-dialing, continuous or extensive call forwarding, telemarketing, fax broadcasting or fax blasting, or for uses that result in excessive usage inconsistent with normal usage patterns.

(l) Authorized Use. Customer and its End Users are the only parties authorized to access the Service. Customer and its End Users

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are responsible for maintaining the confidentiality of passwords used by Customer and its End Users and will ensure that all use of the Service complies with the Agreement and this Service Exhibit. Customer is responsible for unauthorized use of the Service.

(m) Power Outages; Internet Connectivity, Customer Data Network and CPE Failures; Maintenance Work; Moving Equipment. The Service will not operate (*including, without limitation, End Users will be unable to access emergency 911 services*) if any of the following items fail: (i) power used with the Service; (ii) the Internet connectivity used with the Service (including without limitation, failures caused by suspension or termination of the Internet connectivity under the terms of that service); (iii) the Customer Environment; (iv) the Approved Connectivity router; (v) Customer premises routers and switches; or (vi) the IP enabled devices used with the Service. Additionally, the Service will not operate (*including, without limitation, End Users will be unable to access emergency 911 services*) (vii) while maintenance work is being performed, (viii) if the SIP signaling interface fails; or (ix) if equipment used with the Service is moved from the Customer PPU location (equipment is assigned to, designated for, or configured for use at one location and may not be used in any other location including without limitation to another location where CenturyLink installed Service). If Customer has requested a temporary change of its 911 location, and has received approval and the 911 Update Confirmation from CenturyLink as set forth in the "Use of Service at a Temporary Location" section above, Customer may move the IP Device or Soft Phone only.

(n) Privacy. CenturyLink, its affiliates and third-party vendors, may access and use information regarding Customer bandwidth usage and performance of Service to: (i) perform related registration (equipment serial number, activation date, and WTN provided to manufacturer), maintenance, support, and other service-quality activities and (ii) verify AUP compliance and network performance.

(o) Telephone Numbers. Customer must provision at least one TN for use with Service. The TNs may be new TNs or Ported TNs. If Customer requests Ported TNs, Customer authorizes CenturyLink to process its order for Service and notify Customer's current carrier of Customer's decision to switch its local, local toll and long distance services to the Service. Customer will be responsible to promptly provide CenturyLink with its Customer Service Record (CSR) from customer's current carrier to facilitate porting of numbers. CenturyLink's approved porting window is 7:00 a.m. to 7:00 p.m. eastern time. If Customer does not order new TNs from CenturyLink, and Ported TNs are not ported within 60 days of the Start of Service Date for a specific location, CenturyLink reserves the right to terminate Service at that location. Additionally, the Start of Service Date and commencement of billing will not depend on completion of porting. If Customer requests cancellation of Service, it is Customer's sole responsibility to arrange porting of any telephone numbers Customer wants to retain. If porting of numbers is not completed within 30 days following Customer's request for Service cancellation, CenturyLink may terminate Service and Customer will lose all telephone numbers. There may be limitations to number porting between providers. Due to the portability of VoIP services, for example, providers may allow non-geographic numbers to be used in connection with their service.

(p) Third Party Billed Services. The Service does not support billing for third party services such as online subscription services, equipment leases and wireless services. Customer will be responsible for payment of all such charges directly to the third party provider.

(q) Local Origination. Customer agrees that the SIP Trunk Diversion Header, ANI and Calling Party Number delivered with each outbound call will accurately reflect the location of the originating party so that appropriate long distance charges may be applied for each call, where applicable. For example, Customer may not utilize tail end hop off routing to route long distance calls across a private WAN VoIP network and drop off the long distance calls to the PSTN as local calls at a remote gateway. Failure to comply will constitute a material breach of the Agreement.

(r) Sending Alien TNs Over CenturyLink's Network (for SIP Trunk only). CenturyLink allows delivery of outbound calls from Alien TNs, including an 8XX number, to CenturyLink for transmission over SIP Trunk only. Customer agrees to send a valid TN as a Calling Party Number, whether the TN is registered with CenturyLink or with other providers. The TN must correctly represent the physical location of the call where the call is originating.

(s) End User License Agreements. To utilize certain features of the Service, Customer and its End Users must agree to applicable software license agreements governing such software from CenturyLink's software vendors. If Customer or its End Users decline, they will not be able to use the applicable features of the Service. All software license agreements are between Customer (including its End Users) and CenturyLink's software vendors. CenturyLink has no obligations or responsibility for such software. Customer's sole rights and obligations related to such software, in any way, are governed by the terms of the software license agreements with CenturyLink's vendors. Notwithstanding any provisions in a third-party provider's end user license agreement, if Customer or its End Users use the third-party software with Service, the Service will support 911 calling with the software, provided Customer and its End Users expressly follow the instructions for 911 calling found in this Service Exhibit and in the 911 advisory for the Service. In part, those instructions state that a Customer End User must not use the third-party software client to dial 911 except from that End User's registered physical location. Use at a location other than the registered physical location may route 911 calls to an incorrect 911 dispatch center, potentially delaying emergency services. CenturyLink strongly recommends Customer and its End Users become familiar with all of the functional limitations described in this Service Exhibit and the 911 advisory. The URL to access the CenturyLink Hosted VoIP and CenturyLink IQ SIP Trunk 911 advisory is http://www.centurylink.com/legal/HVIQSIP/911advisory.pdf. That URL is also found on the Help screen in the End User portal. It is also recommended that Customer and its End Users maintain alternative access to 911 services.

(t) Customer's Use of Third-Party Content. Customer is responsible for all content it uses in the music on hold feature of the Service. Customer agrees that it has rights from third parties to use any content belonging to others and will not use any content that is unlawful or violates any copyright, trademark or other laws protecting intellectual property. Customer will defend and indemnify CenturyLink, its Affiliates, agents and contractors against all third party claims for damages, liabilities, or expenses, including reasonable attorneys' fees, related to Customer's violation of this provision.

2.3 SLA. Service is subject to the CenturyLink Hosted VoIP and CenturyLink IQ SIP Trunk SLA. The SLA is posted at http://www.centurylink.com/legal/. CenturyLink reserves the right to amend the SLA effective upon posting to the website or other notice to Customer. All other services, facilities, and components relating to Service, including without limitation any CPE, the

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Customer Environment, Routers, the Customer SIP signaling interface, Customer premise switches and routers, devices used with the Service, another carrier's IP network, and the PSTN are not included in the SLA measurement. The SLA credit will provide Customer's sole remedy for any interruptions or deficiencies in the Service.

3. 911 Emergency Service.

WARNING

POTENTIALLY HAZARDOUS SITUATION WHICH IF NOT AVOIDED COULD RESULT IN DEATH OR SERIOUS INJURY. PLEASE READ CAREFULLY.

3.1 ***Required Federal Communications Commission ("FCC") Warning.*** *The FCC requires that CenturyLink inform Customer of potential limitations to 911 services using Service. The Service provides access to 911 emergency service only on stationary devices (and not mobile devices). The Service does not support any outgoing calls, including calls to 911 emergency service from Hosted VoIP or SIP Trunk seats that are not associated to a stationary IP enabled device (e.g, from Voice Mail Only Seats), unless another telephony device from which the call can be originated via the End User Portal is used. 911 emergency services will not be available or may not function properly (e.g., they may not route to the correct public safety answering point or "PSAP") under the following circumstances: (a) if the Service is used at a location other than a CenturyLink-Approved 911 Location in the United States (not including U.S. territories), or if an IP-enabled stationary device is moved within the CenturyLink-Approved 911 Location and not reconfigured; (b) if Customer selects a telephone number that is not associated with the geographic area of the installed service and Customer neglects to ensure that the telephone number is registered for the installed CenturyLink-Approved 911 Location (e.g., if Customer chooses a California number for use in a Colorado location); (c) for initial installation of Service – on average 5 days, but for as long as 30 days after installation of Service due to time required to update 911 databases with customer information; (d) for use of Service at a temporary location – until CenturyLink has completed the 911 Update Interval and sent the 911 Update Confirmation to Customer's e-mail address of record. "911 Update Interval" is approximately 15 minutes, unless further address verification is required, in which case the 911 Update Interval could be up to 72 hours (****Important:*** *Customer and End Users should always check for the 911 Update Confirmation before using 911 service after a temporary move); (e) if the Service fails or degrades for any reason, such as failures resulting from power outages, CPE failure (e.g., Internet connectivity routers, Customer's data network and equipment, Customer premises switches and routers, phones, handsets, Soft Phones, and other IP-enabled devices), cable cuts, or any Service or broadband outage or degradation (including without limitation, failures caused by suspension or termination of the Service); or (f) while maintenance work is being performed. Additionally, CenturyLink does not support Remote BLAs or Remote SCAs on IP Devices used with the Service. If a Remote BLA or Remote SCA is enabled, and Customer or an End User make a 911 call from the Remote BLA or Remote SCA line, the 911 call will incorrectly route to the PSAP associated with the 911 location of the telephone number assigned to the Remote BLA or Remote SCA, and not to the 911 location of the calling party. For example, if an End User has a Remote BLA or Remote SCA for a colleague in Chicago on a phone located in San Francisco, and End User in San Francisco places a 911 call on the Remote BLA or Remote SCA line, emergency services will be routed to the 911 location in Chicago associated with the phone number of the Remote BLA or Remote SCA, not to the 911 location in San Francisco.*

3.2 ***Additional Information Regarding the Limitations of 911 Services.*** *When dialing 911 with the Service, End Users should always state the nature of the emergency, and include End User location and number. The default PSAP may not be able to call the End User back if the call is not completed, is dropped or is disconnected, or if End User is unable to tell the PSAP their number and physical location.* ***For Hosted VoIP:*** *The PSAP to which the call is directed will be based on the street address and Calling Party Number for the CenturyLink-Approved 911 Location. The Calling Party Number will be delivered to the PSAP with the 911 call and the PSAP will have the CenturyLink-Approved 911 Location associated with that Calling Party Number. End User's CenturyLink-Approved 911 Location may not sufficiently pinpoint the specific location of the emergency; therefore, End Users must immediately tell the dispatcher the specific location of the emergency so the PSAP can locate the End User and assist with the emergency.* ***For SIP Trunk:*** *Unless Customer has purchased the 911 Emergency Service optional feature with SIP Trunk, the PSAP to which the call is directed will be based on the street address for the PPU where SIP Trunk is installed. The number delivered to the PSAP with the 911 call will have the TN for the PPU where SIP Trunk is installed and the address associated with that number. The number delivered to the PSAP may be different from the number from which an End User is calling 911 based on the options Customer has selected for its PBX and/or IAD, and the PPU address may not sufficiently pinpoint the specific location of the emergency; therefore, End Users must immediately tell the dispatcher their phone number and the specific location of the emergency so the PSAP can call the End User back if the call is not completed or is disconnected, and locate the End User and assist with the emergency. If Customer orders the 911 Emergency Service optional feature with SIP Trunk, the "For Hosted VoIP" provisions of this section will apply in lieu of the "For SIP Trunk" provisions of this section.*

CENTURYLINK RECOMMENDS THAT CUSTOMER AND END USERS ALWAYS HAVE AN ALTERNATIVE MEANS OF ACCESSING TRADITIONAL 911 SERVICES.

3.3 ***No Privacy Rights.*** *Customer acknowledges that there is no right of privacy with respect to the transmission of number, name, or address when the Service is used to access 911 or other numbers used in conjunction with 911 or similar emergency services, either by Customer or End Users.*

3.4 ***Customer Must Notify End Users of 911 Limits.***

Customer will notify all End Users (a) of the limitations on access to 911 emergency service described in the Agreement and this Service Exhibit; and (b) that access to 911 emergency service and an appropriate PSAP is only available at the CenturyLink-Approved 911 Location and is not available using an IP enabled mobile device. CenturyLink will provide labels that will indicate that 911 service has limited availability and functionality when used with Service, and CenturyLink recommends that the labels be placed on or near the

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equipment associated with the Services. Additionally, when Customer End Users use a Soft Phone with CenturyLink-provided VoIP services, a 911 warning will appear on the Soft Phone device. The End User will need to click on the display to acknowledge the warning. Customer should direct its End Users to the following URL to review these 911 Emergency Service limitations: http://www.centurylink.com/legal/HVIQSIP/911advisory.pdf.

3.5 Limitation of Liability. CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS (INCLUDING WITHOUT LIMITATION, ANY SERVICE PROVIDER PROVIDING SERVICES ASSOCIATED WITH ACCESS TO 911 EMERGENCY SERVICE) WILL NOT HAVE ANY LIABILITY WHATSOEVER FOR ANY PERSONAL INJURY TO OR DEATH OF ANY PERSON, FOR ANY LOSS, DAMAGE OR DESTRUCTION OF ANY PROPERTY RELATING TO THE USE, LACK OF ACCESS TO OR PROVISION OF, 911 EMERGENCY SERVICE. CUSTOMER AGREES TO DEFEND AND INDEMNIFY CENTURYLINK, ITS AFFILIATES, AGENTS AND CONTRACTORS FROM ALL THIRD PARTY CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, ARISING FROM OR RELATED TO 911 DIALING (INCLUDING WITHOUT LIMITATION, LACK OF ACCESS TO 911 EMERGENCY SERVICES, CUSTOMER'S FAILURE TO ADVISE CENTURYLINK OF CORRECT ADDRESSES WHERE IP ENABLED DEVICES USED WITH THE SERVICE ARE LOCATED, CUSTOMER'S FAILURE TO NOTIFY ALL END USERS OF THE LIMITATIONS ON ACCESS TO 911 EMERGENCY SERVICE, OR CUSTOMER'S MOVEMENT OF AN IP ENABLED DEVICE TO A LOCATION THAT HAS NOT BEEN INPUT INTO THE SERVICE SYSTEMS).

3.6 ***Use of SIP Trunk Diversion Headers on 911 Calls (for SIP Trunk only).*** *Customer may only use SIP Trunk Diversion Headers when using the Call Forwarding feature with Service. Customer shall not send SIP Trunk Diversion Headers on all calls, and in particular shall never send SIP Trunk Diversion Headers on 911 calls. Sending SIP Trunk Diversion Headers on a 911 call may cause the call to route to the incorrect PSAP, or to the correct PSAP but without the correct Customer phone number and location information.*

3.7 ***911 Calls from Alien TNs (for SIP Trunk only).*** *When a 911 call is made from an Alien TN, CenturyLink cannot identify the location of the caller to forward to the appropriate PSAP. CenturyLink will therefore send any Customer 911 calls originated from an Alien TN to a live operator at a third-party contracted national 911 center. CenturyLink is charged a fee for each such call (currently $75.00 per call), and will pass the charges on to Customer. To avoid incurring these charges, Customer and its End Users should not make 911 calls from Alien TNs.*

3.8 ***Acknowledgement of 911 Limitations.*** *By initialing below, Customer acknowledges that CenturyLink has advised it of the 911 limitations set forth in this Service Exhibit, that Customer understands this information, and that Customer accepts the Service with these limitations. Using CenturyLink's electronic signature process for this Acknowledgment is acceptable.*

PRINT CUSTOMER COMPANY NAME: City of Louisville

PRINT CUSTOMER REPRESENTATIVE'S NAME: _____

CUSTOMER REPRESENTATIVE'S INITIALS: _____

4. Term; Cancellation. This Service Exhibit will commence upon the Effective Date of the Agreement (or, if applicable, an amendment to the Agreement if this Service Exhibit is added to the Agreement after its Effective Date) and continue for the duration of the Term. Service at a Customer location will commence on the Start of Service Date for that location, and continue for the Initial Term shown in the Pricing Attachment. The Start of Service Date and commencement of billing for Service will not depend on completion of telephone number porting. Upon the expiration of the Initial Term, Service will automatically renew for consecutive Renewal Terms, unless either party elects to cancel Service by providing written notice thereof at least 60 days prior to the conclusion of the Term. The Minimum Service Term for Hosted VoIP and SIP Trunk is six months from the Start of Service Date. Customer will remain liable for charges accrued but unpaid as of the cancellation date of Service, including charges for Service used by Customer or its End Users if cancellation has been delayed for any reason, such as delays for porting Customer telephone numbers to another carrier. If Service is canceled by Customer for reasons other than Cause (including upon the expiration of the Term), or by CenturyLink for Cause, such that the total MRC for Customer's Hosted VoIP and SIP Trunk installed at the end of a month is at least 25% less than the total MRC for Customer's Hosted VoIP and SIP Trunk installed the immediately preceding month, Customer will also pay to CenturyLink a Cancellation Charge equal to: (a) the amount of any NRC discount or waiver that CenturyLink granted to Customer for the canceled Service if the cancellation occurs before the end of the Term; (b) 100% of the balance of the MRCs of the canceled Service that otherwise would have become due for the unexpired portion of the Minimum Service Term; and (c) 35% of the balance of the MRCs of the canceled Service that otherwise would have become due for the unexpired portion of the Term other than during the Minimum Service Term.

5. Charges. Charges for the Service are as set forth in the Pricing Attachment and on the applicable Rate Sheet. If new Service elements are added to Service after the Agreement or Amendment Effective Date, the parties will either sign an amendment adding pricing for the new Service elements, or Customer will pay CenturyLink's list rates for the new Service elements. CenturyLink's list rates for new Service elements are available in either the Rate Sheet or in a separate document posted on-line and referenced in the Rate Sheet. The Net Rates will be used to calculate Contributory Charges. Charges will commence within five days of the Start of Service Date. Customer will not be eligible for any offers, discounts or promotions other than those specifically set forth in the Agreement and this Service Exhibit. Service will remain taxed based on the primary location where Customer utilizes Service, and not on a temporary CenturyLink-Approved 911 Location. Domestic and international Off-Net Call charges and inbound toll free charges, can be modified immediately upon notice to Customer (including without limitation, upon CenturyLink's posting such modifications in the Web site(s) designated by CenturyLink for that pricing, or providing any other notice to Customer).

6. AUP. All use of the Services will comply with the AUP, posted at http://www.centurylink.com/legal and incorporated by reference into this Service Exhibit. CenturyLink may reasonably modify the AUP to ensure compliance with applicable laws and regulations and

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to protect CenturyLink's network and customers, and such change will be effective upon posting to the website. Any changes to the AUP will be consistent with the purpose of the AUP to encourage responsible use of CenturyLink's networks, systems, services, web sites, and products.

7. E-Mail Information/Updates. Customer acknowledges and agrees that CenturyLink may contact Customer via e-mail at the e-mail address provided to CenturyLink when Customer ordered the Service for any reason relating to the Service. Customer further agrees to provide CenturyLink with any and every change to its e-mail address by updating its e-mail address on the My Settings/My Profile tab of the MyAccount: VoIP portal.

8. Service Upgrades/MACDs. CenturyLink reserves the right to modify the Upgrade and MACD charges at any time without notice to Customer.

8.1 Addition of Hosted VoIP or SIP Trunk Seats or SIP Trunk Sessions During Term. Customer may add additional Hosted VoIP seats or SIP Trunk seats or Sessions to existing Service at a Customer location at any time during the Term (an "Upgrade"). For Upgrades during the Initial Term, the Hosted VoIP seat and SIP Trunk Session/seat rates shown in the Pricing Attachment or Rate Sheet will apply. If Customer adds more seats and/or Sessions per site than can be accommodated by the CPE used Service, Customer will be responsible for renting or purchasing additional or replacement CPE to accommodate the additional seats and/or Sessions. The additional or replacement CPE must be on the CenturyLink Approved CPE list. Customer agrees that each Hosted VoIP seat and SIP Trunk Session and seat will have its own Minimum Service Term commencing on the Start of Service Date for the seat or Session. The Cancellation Charge provisions in the "Term; Cancellation" section will also apply to Hosted VoIP seats and SIP Trunk seats and Sessions added during the Term.

8.2 MACDs. "MACD" means move, add, change, disconnect. Customer may also at any time request changes to its Service requiring configuration management, such as adding TNs (a "MACD"). The charge for remote configuration support is shown in the Service Upgrades/MACD Pricing table on the Rate Sheets. Charges for on-site configuration management will be quoted prior to dispatch of the technician to Customer's location, and will be at CenturyLink's then-current rates for on-site dispatch.

8.3 Routers. If necessary, Customer's existing Router(s) may be replaced to support an Upgrade. If there is a replacement, any Rental CPE Router(s) associated with Customer's Service must be returned to CenturyLink within 15 days of new Router installation. If the Router(s) are not returned, Customer must pay to CenturyLink a charge for non-return of the Router(s) as indicated in the "Rental CPE" section below.

9. Rental CPE.

9.1 General. CenturyLink will provide Customer with rental customer premises equipment and software license offerings (collectively, "CPE") and CPE installation and maintenance ("Service") for use with Service under the terms set forth in this section and the Agreement. CPE, as defined herein, does not include CPE purchased by Customer.

9.2 Eligibility. In order to qualify for rental of CPE under this section, Customer must also purchase CenturyLink Hosted VoIP or CenturyLink IQ SIP Trunk ("Underlying Service"). This section will not apply to Rental CPE ordered for use with other services, including any routers or switches rented for use with Approved Connectivity.

9.3 Delivery; Return. Delivery will be made either by F.O.B. origin, freight paid by Customer, or personal delivery by CenturyLink to the Customer location as identified in writing by Customer. CPE will be installed as designated herein or as the parties otherwise agree. Except as otherwise provided in the Agreement, upon termination of Service, or when Customer replaces CPE with upgraded models, Customer must return terminated or replaced CPE at its own expense within 15 calendar days of termination or replacement. CenturyLink will provide Customer with return instructions. Customer will deliver CPE to CenturyLink in the same condition it was on the Effective Date, normal wear and tear excepted, and give CenturyLink written notice of such return. If CPE is not returned within 15 calendar days, Customer will become owner of and bear all responsibility for the terminated or replaced CPE and CenturyLink may invoice Customer the then-current value of the applicable CPE model ("Replacement Cost"), plus a $100 administrative charge per CPE device.

9.4 Ownership and Use. Except as provided in the "Delivery; Return" section, CPE is the personal property of CenturyLink, its designee or a third party provider, even if attached to Customer's real property or any improvements, and are held by Customer subordinate to the rights of CenturyLink. Customer will at its own expense, keep the CPE free of any encumbrances; and not alter or affix anything to the CPE, except as approved by CenturyLink in writing. CenturyLink may inspect the CPE at any time. Following delivery, Customer bears the entire risk of loss or damage to the CPE from any cause (collectively, "Loss"), until returned to CenturyLink. Customer will advise CenturyLink in writing within five business days of any Loss. A Loss will not relieve Customer of its payments obligations.

9.5 Software License. Software licensor retains title to the software. To the extent possible, CenturyLink grants Customer a software license or sublicense in the software according to the licensing agreement accompanying such software, which extends only to Customer's own internal business use of such software and only on or with the designated CPE. Software must be held in confidence and may not be reproduced unless specifically authorized by the software licensor. Customer may not reverse engineer, decompile, disassemble the CPE, or otherwise attempt to derive the source code of the software. All CPE is subject to the terms and conditions set forth in the manufacturer's or publisher's warranty or end-user license.

9.6 Insurance. At its own expense, after delivery of the CPE, Customer will maintain the following insurance: (i) "All-Risk" property insurance covering the CPE for full replacement value, naming CenturyLink or a CenturyLink-designated third-party provider as a loss payee; and (ii) commercial general liability insurance with limits of not less than $1,000,000 per occurrence and aggregate, naming CenturyLink by endorsement as an additional insured, unless such insurance is required elsewhere in this Agreement at higher limits. Such insurance will be placed with insurers who have a minimum "Best's" rating of A-VII (A-7). Upon request, Customer will provide

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insurance certificates evidencing such insurance.

9.7 Charges. The MRC for rental of an IP handset is included in the applicable Hosted VoIP seat MRC. IP handsets are not included with SIP Trunk seats. Charges will commence within five days of Start of Service Date. CenturyLink may cease providing Service and demand return of CPE if payment is past due.

9.8 CPE Replacement Recovery Charge. Where CPE rented from CenturyLink is replaced due to loss or damage not covered by maintenance under the applicable Detailed Description (for example, damage from accident, misuse or abuse), Customer will pay: (A) the Replacement Cost for the damaged CPE, and (B) a one-time charge to cover CenturyLink's cost to ship the new CPE. If Customer requires on-site assistance from CenturyLink to install the replacement CPE, an additional dispatch charge will apply. CenturyLink will quote the charges in advance, obtain Customer's approval, and invoice the charges within 60 days. Customer is responsible for any claim for reimbursement from its insurance carrier. The terms and conditions in this Rental CPE section will continue to apply. Replacement CPE may or may not be the same model.

9.9 Term. CPE and Service ordered during a Term will commence on the Start of Service Date and continue for the duration of the Initial Term ("CPE Term"). CPE and Service automatically renew on a month-to-month basis at then-current rates when the CPE Term expires. If Customer terminates the Agreement or any CPE and Service prior to CPE-Term expiration for reasons other than Cause, Customer will pay to CenturyLink: (i) all charges for CPE and Service provided through the termination date; and (ii) a Cancellation Charge of 100% of the MRC times the number of months remaining in the CPE Term.

9.10Safety Compliance. Customer will indemnify and hold CenturyLink harmless from any liability arising from Custo'er's failure to inform CenturyLink of Hazardous Substances.

9.11Routers. Router rental and maintenance provisions under this Service Exhibit apply only if Customer is purchasing a la carte CenturyLink Approved Connectivity with Service, and renting Routers from CenturyLink for use with Service. If Customer is purchasing CenturyLink Data Bundle Approved Connectivity for use with Service, rental and maintenance of Routers will be governed by the Data Bundle and Rental CPE terms and conditions. If Customer elects to rent Routers for use with Service, the MRC for Router rental and maintenance is not included in the seat MRC, and will be shown in a separate Rental CPE Rate Attachment. The Routers provided with Service vary depending on the port speed and number of seats Customer orders for a location.

9.12Maintenance and Configuration Changes. CenturyLink will perform all maintenance and configuration of any Rental CPE Routers, which will be password protected upon installation. In some cases, CenturyLink may use repackaged Rental CPE, or substitute Rental CPE with another CPE device at CenturyLink's sole discretion. Rental CPE maintenance is provided under the terms and conditions of the applicable Detailed Description available at http://www.centurylink.com/legal/ and incorporated by reference. The Detailed Description for Pro-MET® Remote Standard maintenance covers CenturyLink-provided 8x5 next business day ("NBD") remote maintenance and applies to IP Devices. The Detailed Description for Pro-MET® On-Site Standard maintenance covers 8x5 NBD on-site maintenance and applies to Routers maintained by CenturyLink. The Detailed Description for Manufacturer Maintenance applies to Routers maintained by the Rental CPE manufacturer. Maintenance included with Service does not apply to routers or other devices provided with Approved Connectivity. CenturyLink may change the Detailed Descriptions at any time with the change effective upon posting.

9.13Spare IP Devices. If Customer wishes to rent spare IP handsets or other IP Devices, additional MRCs and NRCs for those items are not included in the MRCs or NRCs shown in the Pricing Attachment, but are shown in a separate Rental CPE Rate Attachment.

9.14Additional Limitation of Liabilities. If CPE contains a firewall or other security features, CenturyLink makes no warranty, guarantee, or representation, express or implied, that all security threats and vulnerabilities will be detected or that the performance of Service will render Customer's systems invulnerable to security breaches. Customer is responsible for Customer's own network security policy and security response procedures. If any equipment or software not provided by CenturyLink impairs Customer's use of CPE, Service or an Underlying Service Customer will nonetheless be liable for payment for all CPE, Service and Underlying Service provided by CenturyLink.

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PRICING ATTACHMENT

1. CenturyLink IQ SIP Trunk Initial Service Ordered and Pricing:

1.1 CenturyLink IQ SIP Trunk Initial Locations and Seat Quantities (Applicable to SIP Trunk Only).

SIP TRUNK – 60 MONTH INITIAL TERM	
Service Location	**Service Details per Location**
749 MAIN ST, LOUISVILLE, CO, 80027	30 – SIP Trunk Standard Seats
739 S 104TH ST, LOUISVILLE, CO, 80027	30 – SIP Trunk Standard Seats

1.2 CenturyLink IQ SIP Trunk – Session and Seat Pricing for Initial Locations (Applicable to SIP Trunk Only). The following charges will apply for SIP Trunk Sessions and Seats initially ordered and for SIP Trunk Sessions and Seats added to the above locations during the Initial Term, and are based on the Initial Term length, and the total number of Sessions and seats across all locations. See also Voice Mail Only Seat pricing on the SIP Trunk Rate Sheet.

SIP TRUNK SESSION PRICING – 60 MONTH INITIAL TERM				
Session Type	**Session Quantity**	**Session MRC (per Session)**	**Extended Session MRC (Per Session MRC times Quantity)**	**Session NRC (per Session)**
SIP Trunk Standard Session	46	$10.00	$460.00	$0.00

SIP TRUNK SEAT PRICING – 60 MONTH INITIAL TERM				
Seat Type *	**Seat Quantity**	**Seat MRC (per Seat)**	**Extended Seat MRC (Per Seat MRC times Quantity)**	**Seat NRC (per Seat)**
SIP Trunk Standard Seats	60	$0.15	$9.00	$0.00

1.3 CenturyLink IQ SIP Trunk Additional Charges. Please see additional charges for SIP Trunk, the terms and pricing for the LD/TF Offer, and Upgrade/MACD charges on the SIP Trunk Rate Sheet.

Component	MRC/Rate	NRC
Hunt Groups (per Hunt Group)	$4.95	$10.00
Voice Mail for Hunt Groups (per Hunt Group)	$5.95	N/A
Auto Attendant (per Auto Attendant)	$14.95	$10.00
Business Communicator (Soft Phone for PC with Windows or MAC, iOS or Android tablets or mobile devices) (per Business Communicator) – Voice and Video Calling only	$2.95	N/A
Receptionist Web Console (per console)	$49.00	N/A
Voice Mail Only Seat (per Voice Mail Only Seat) *911 calls cannot be made from a voice mail only seat.*	$5.95	N/A
Available TN (new and ported) (per Available TN) [1] *An available TN is an unallocated TN Customer retains in a pool for later use.*	$0.25	N/A
Anywhere TN (find me/follow me) (per Anywhere TN)	$21.95	$10.00
Enhanced E911 service (per TN)	$1.00	N/A
Alien TN 911 Service Call (per Incident)	N/A	$75.00
PAC/VPAC (per Product Account [1])	N/A	$15.00
Basic business white page listing (MRC per listing) [2]	$1.95	N/A
Directory Assistance (per call)	$1.99	N/A
VoIP Expedited Installation Charge (per Enterprise [3])	N/A	$500.00

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Extended Wiring NRC (per circuit) (if provided by CenturyLink) [4]	N/A	$276 per circuit
SIP REFER (per Session) [5]	N/A	N/A

[1] Per Product Account means per CenturyLink IQ Networking port or primary host location.

[2] Customer will be charged $1.95 per month for each white page listing. Purchase of a white page listing will include a yellow page listing at no additional charge for Qwest Corporation, d/b/a CenturyLink QC In-Region/in-franchise locations only. "In-Region" means CenturyLink QC's 14-state local service territory.

[3] Per Enterprise means company-wide across all Customer locations.

[4] CenturyLink will automatically include Extended Wiring on all new installation orders at the charge appearing in the pricing table. The charge applies to each circuit requiring Extended Wiring. (For example, if Customer orders a 2XDS1 circuit, the Extended Wiring charge will be 2 x $276, or $552.) CenturyLink will determine whether Extended Wiring is required at Customer premises at the time of installation. If not required, a supplemental order will be placed to remove this charge. If the Extended Wiring NRC was billed to Customer when no Extended Wiring was required, Customer will be entitled to a credit for the Extended Wiring NRC actually charged.

[5] CenturyLink is not currently charging for the SIP REFER feature. However, CenturyLink reserves the right to begin charging for this feature in the future.

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1. General. CenturyLink QCC will provide Local Access Service ("Service") under the terms of this Service Exhibit, the Agreement and the RSS.

2. Service Description and Availability.

2.1 Description. Service provides the physical connection between the Service Address and the CenturyLink Domestic Network. Service includes any entrance cable or drop wire to, and equipment maintained by CenturyLink at the Demarcation Point, but does not include CPE, Extended Wiring, inside wiring, or other equipment not maintained by CenturyLink. Customer is responsible for any additional terminations beyond the Demarcation Point. All equipment owned by CenturyLink remains property of CenturyLink. Customer disclaims any interest in any equipment, property or licenses used by CenturyLink to provide Service. CenturyLink will not provide Service to a residential location, even if business is conducted at that location. Service is not a standalone service and Customer must purchase the Service in connection with another CenturyLink service for which a local loop is required.

2.2 Types of Service Technologies. CenturyLink uses the following different technologies to provide Service. Some technologies or speeds may not be available in all areas or with certain types of Service.

(a) Special Access. "Special Access" means Service using digital signal bandwidths DS0, DS1 and DS3 or Optical Carrier signal bandwidths OC3, OC12, OC48 and OC192.

(b) Ethernet Local Access ("ELA"). ELA is available at bandwidths varying from 1 Mbps to 1,000 Mbps (1G) and 10G (Cross-Connect Access only). ELA is available in the following options: Native Single-Class-of-Service (CoS) Low, Native Single-CoS Medium, Native Single-CoS High, Native Multi-CoS, ELA over SONET, or Ethernet Virtual Access ("EVA"). "Native Single-CoS Low" is a layer 2, switched, native service using a standard Ethernet offering from the local access provider. Native Single-CoS Low is not recommended for use with critical applications (i.e. voice), but is ideal for non-critical applications (i.e. Internet and email traffic.) "Native Single-CoS Medium" is a layer 2, switched, native service using a better-than-standard Ethernet offering from the local access provider. Native Single-CoS Medium is ideal for a combination of non-critical and/or critical applications; typically varying voice, video, and data. "Native Single-CoS High" is a layer 2, switched, native service using the best Ethernet offering from the local access provider. Native Single-CoS High is ideal for critical applications; typically predictable and reliable voice and data. Native Single-CoS Medium and Native Single-CoS High are only available with the following CenturyLink services: CenturyLink IQ® Networking Internet Port, Private Port or Enhanced Port with Secure Internet Gateway, E-Line, or Ethernet Private Line ("EPL"). Native Single-CoS Medium or Native Single-CoS High circuit speed must match the maximum CenturyLink IQ Networking port, E-Line, or EPL bandwidth. "Native Multi-CoS" is a layer 2, switched, native service closely aligning the CenturyLink IQ Networking QoS and the local access provider's Ethernet class of service offering and is only available with CenturyLink IQ Networking Private Port or Enhanced Port with Secure Internet Gateway. At Customer's discretion, Native Single-CoS Low, Native Single-CoS Medium, Native Single-CoS High, or Native Multi-CoS may be used to support CoS for critical applications (i.e. voice). "ELA over SONET" is a layer 1, SONET-based service. EVA is a layer 2, Ethernet-based service that provides customers with a premium non-oversubscribed connection with Fast E and Gig E connection types. Customer may experience delayed installation intervals due to construction requirements and available bandwidths may be limited due to distance and available Ethernet-supported facilities from the local access provider.

(c) Wavelength Local Access. "Wavelength Local Access" means Service using wave division multiplexing technology. Wavelength Local Access is available at bandwidths of 1 GbE, 10 GbE LAN PHY, 2.5 G (OC48), 10 GbE WAN PHY (OC192), 40G, OTU1, OTU2, OTU3, 1G, 2G, 4G and 10G.

(d) DSL Local Access. "DSL Local Access" means Leased Access using digital subscriber line ("DSL") technology. DSL Local Access is available at bandwidths varying from 128 kbps/64 kbps to 15000 Mbps/1000 Mbps. Customer may experience delayed installation intervals due to Construction requirements and available bandwidths may be limited due to distance and available DSL-supported facilities from the local access provider.

(e) IP Connection. "IP Connection" is a Layer 3, symmetrical transport service that utilizes established dedicated IP and MPLS transport technologies. When purchasing IP Connection, Customer agrees that it will use the IP Connection only for the provision of either (i) wireline broadband Internet access (as defined in applicable Federal Communications Commission orders and regulations), or (ii) wireline broadband Internet access plus additional information services, with wireline broadband Internet access constituting a principal use. IP Connection provides connectivity between single Customer locations within an affiliate LEC metropolitan area and a "hub" location using industry standard dedicated IP and MPLS protocols. The transmission speed depends on the amount of bandwidth available at the respective Customer location, which may be dependent on available underlying technology at the location. Service is available over multiple designs, which may include but not be limited to symmetrical VDSL2 connectivity with MPLS transport supporting speeds up to 40/40mg and symmetrical GPON connectivity with MPLS transport supporting speeds up to 1G/1G, all providing an IP Connection over the given transport solution.

2.3 Types of Service. CenturyLink offers the following three types of Service: CenturyLink Provided Access, Customer Provided Access or Cross-Connect Access.

2.3.1 CenturyLink Provided Access. "CenturyLink Provided Access" or "CLPA" means either On-Net Access or Leased Access.

(a) On-Net Access. For On-Net Access, Customer must be located in a CenturyLink designated building in which On-Net Access is generally available. On-Net Access is generally available as Special Access (except at the DS0 bandwidth), ELA, and Wavelength Local Access. Depending on the Service Address, On-Net Access may be provided through an existing CPOP, newly built CPOP, existing intra-building local loop facilities, or connections to a third party provider where CenturyLink coordinates the connectivity

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between CenturyLink facilities and facilities of a service provider with whom CenturyLink is interconnected. On-Net Access is subject to the On-Net Service Level Agreement located at http://www.centurylink.com/legal/, which is subject to change.

(b) Leased Access. Leased Access is generally available as Special Access, ELA, Wavelength Local Access, and DSL Local Access at the bandwidths described in this Service Exhibit for those access types. Customer may request a specific local access provider for Leased Access from a list of available providers with whom CenturyLink has interconnect agreements. CenturyLink will attempt to use the Customer requested provider, but both final routing and the provider actually used will be chosen by CenturyLink. Where available for Special Access, ELA and Wavelength Local Access, Customer may request CenturyLink to provide a separate fiber facility path for a protection system between the local access provider's serving wire center and the Service Address ("Protect Route"). Protect Route uses backup electronics and two physically separate facility paths in the provisioning of Service. If the working facility or electronics fail, or the Service performance becomes impaired, the facility is designed to automatically switch to the Service protect path in order to maintain a near-continuous flow of information between locations. Special Access and ELA are also generally available as a central office meet point at a local access provider central office to which Customer has a dedicated connection.

2.3.2 Customer Provided Access. "Customer Provided Access" or "CPA" means a local loop that Customer orders from a local access provider to connect Customer's premises to the CenturyLink Domestic Network at a connection point specified by CenturyLink. CenturyLink will provide Customer with a limited letter of agency ("LOA"), which is incorporated by this reference, authorizing Customer to act as CenturyLink's agent so that Customer's local access provider will connect Customer's premises to the CenturyLink Domestic Network. Customer will also need to execute a CPA-DAR Addendum for CPA POP with ELA or Wavelength Local Access. Customer will pay a CPA charge to CenturyLink when Customer uses the following: (a) Special Access CPA dedicated facilities or ELA CPA virtual local area network ("VLAN"), both of which are dedicated entrance facilities CenturyLink leases from a local access provider and that carry traffic only from CenturyLink; or (b) ELA CPA POP, which requires CenturyLink to provide space and power for the local access provider to install Ethernet equipment; or (c) Wavelength Local Access. Customer will pay a CPA charge to CenturyLink when Customer uses Special Access CPA non-dedicated facilities owned by local access providers and that carry traffic from multiple carriers, including CenturyLink, if the provider charges CenturyLink for those facilities. CPA ELA VLAN is an access type where CenturyLink will provision and assign an Ethernet virtual circuit from a CenturyLink POP to a Customer designated Ethernet facility leased from a common Ethernet service provider. This access will be used to connect to a CenturyLink VLAN assignment on a CenturyLink IQ Networking Internet or Private Port or E-Line. CenturyLink will not bill customer a CPA charge for an IP layer 3 expansion site because Customer, not CenturyLink, is responsible for ordering a cross-connect from the IP layer 3 expansion site manager to meet CenturyLink in the IP layer 3 expansion site's meet-me-room. CPA is the responsibility of Customer and CenturyLink will not pay for or troubleshoot components of CPA.

2.3.3 Cross-Connect Access. "Cross-Connect Access" or "XCA" means: (a) an intra-POP connection between certain Customer facilities with direct access to the CenturyLink Domestic Network and the CenturyLink backbone access point (either (i) located within CenturyLink's transport area where CenturyLink allows Customer to bring its own fiber directly to the CenturyLink fiber under an executed Direct Connect Agreement ("Direct Connect") or (ii) in an area where Customer has leased space in a CPOP, a remote collocation site, or a collocation hotel under a Telecommunications Collocation License Agreement or (b) a connection between a CenturyLink-determined data center and a CenturyLink IQ Networking Port, Optical Wavelength Service ("OWS"), or E-Line ("Data Center Access") under an executed CenturyLink TS Service Exhibit with a CenturyLink IQ Networking, OWS or E-Line Service Exhibit. Data Center Access is available in bandwidths of 100 Mbps, 1G, and 10G (CenturyLink IQ Networking and OWS only). Direct Connect requires splicing of Customer and CenturyLink fibers and cross-connection of individual circuits.

2.4 RSS. Customer understands that Service is an interstate telecommunications service, as defined by Federal Communications Commission regulations and represents while using the Service, more than 10% of its usage will be interstate usage.

3. Ordering. Upon acceptance of an order for a Service, CenturyLink will notify Customer of CenturyLink's target date for the delivery of that Service ("Estimated Availability Date"). Once CenturyLink notifies Customer of the Estimated Availability Date for a Service, cancellation fees or Cancellation Charges set forth in the Cancellation section below will apply to any cancellation of that order. If Customer fails to respond to CenturyLink's requests to arrange for the installation of a Service when CenturyLink is ready, CenturyLink may consider the affected Service order canceled. CenturyLink will use commercially reasonable efforts to install each such Service on or before the Estimated Availability Date, but the inability of CenturyLink to deliver Service by such date is not a default under the Agreement or this Service Exhibit.

4. Charges. Customer will pay the rates set forth in a quote for Service issued by CenturyLink or set forth in the RSS, including all applicable ancillary service charges. CenturyLink invoices MRCs in advance and NRCs in arrears. If the Start of Service Date for any Service falls on any day other than the first day of the month, the first invoice to Customer will consist of: (a) the pro-rata portion of the applicable MRC covering the period from the Start of Service Date to the first day of the subsequent month; and (b) the MRC for the following month. Charges for Service will not be used to calculate Contributory Charges.

4.1 Ancillary Charges. Ancillary charges applicable to Service include but are not limited to those ancillary services set forth in this section. If an ancillary charge applies in connection with provisioning a particular Service, CenturyLink will notify Customer of the ancillary charge to be billed to Customer. Customer may either approve or disapprove CenturyLink providing the ancillary service.

(a) Expedite. A local loop expedite charge applies to orders where Customer requests the delivery of Service one or more days before the Estimated Availability Date. Customer may only request to expedite CenturyLink Provided Access of Special Access and ELA orders (where underlying local access provider allows CenturyLink QCC to order an expedited service.)

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(b) Extended Wiring. "Extended Wiring" means additional wiring required for orders where the Customer requested termination point for Service is not located in the same location as the Demarcation Point. The Demarcation Point is typically located at a suitable location in the basement or on the first floor of a Service Address where provision is made for termination of CenturyLink's outside distribution network facilities. Customer may only request Extended Wiring for (i) Special Access ordered as Leased Access,(ii) DSL Local Access, (iii) Ethernet Local Access (where available), and (iv) IP Connection.

(c) Construction. Construction charges, which may include third party charges, apply if special construction is required to extend Service to a Demarcation Point not covered by Extended Wiring or other activities that may cause CenturyLink to incur expenses for provisioning the Service (e.g., special arrangements of LEC facilities or equipment required to activate the Service) ("Construction"). If Customer does not approve of the Construction charges after CenturyLink notifies Customer of the charges, the Service ordered will be deemed cancelled. After acceptance of the charge, any adjustments imposed by a third party will be passed through to Customer only after notification and acceptance by Customer. If Customer does not accept the adjustments, Customer may terminate the Construction and will be liable only for the costs of the Construction completed.

(d) Multiplexing. Customer may request multiplexing for Special Access where available. CenturyLink will multiplex lower level local loop into a higher local loop, or vice-versa, for an additional charge. CenturyLink offers multiplexing at a CPOP, at an On-Net Access building or at an ILEC/CLEC facility providing the Leased Access. For multiplexing at a CenturyLink On-Net Access building, CenturyLink provides multiplexed circuit handoffs to Customer at the same On-Net Access Service Address. For multiplexing at ILEC/CLEC facility, CenturyLink facilitates the delivery of multiplexed circuit handoffs to Customer at a single Service Address or at multiple Service Addresses per Customer's request. Multiplexing is generally available at DS1 and OCn circuit levels. Pricing for multiplexing at an ILEC/CLEC facility is on an individual case basis.

(e) Changes. Ancillary change charge applies where Customer requests CenturyLink to change a local loop to a different Service Address that is within the same Customer serving wire center as the existing local loop, but a Cancellation Charge does not apply.

5. Term; Cancellation.

5.1 Term. The term of an individual Service begins on the Start of Service Date for that Service and continues for the number of months specified in the quote for Service issued by CenturyLink ("Initial Service Term"). Excluding voice loops and Data Center Access with a month-to-month Initial Service Term, the Initial Service Term will not be less than 12 months. Upon expiration of the Initial Service Term, Service will automatically renew for consecutive periods equal to the Initial Service Term length (a "Renewal Service Term"). CenturyLink may change rates at any time after the Initial Service Term, but will not change rates more than once during a Renewal Service Term.

5.2 Cancellation. Upon cancellation of a Service, Customer will remain liable for (a) charges accrued but unpaid as of the cancellation date (including MRCs, NRCs and Construction charges and other ancillary charges), (b) the amount of any NRCs that CenturyLink discounted or waived, if canceled during the first 12 months of the Initial Service Term and (c) any applicable cancellation fees and Cancellation Charges as set forth below.

(a) Leased Access and On-Net Access—Cancellation Before the Start of Service Date. Customer will pay the cancellation fee identified in the below table if cancellation of a Service order occurs before the Start of Service Date. If Customer accepted a Construction charge, Customer will also pay any unpaid Construction charges incurred by CenturyLink. If CenturyLink notifies Customer that Construction is required to provision a Service order and Customer cancels that order before the Start of Service Date because Customer disapproves of the Construction charge, the cancellation fee does not apply.

Leased Access and On-Net Access Service Bandwidth†	Before Start of Service Date Cancellation Fee
DS0 (Leased Access only), DS1, DSL Local Access speeds up to 1536 Kbps/1.024 Mbps	$150 NRC
DS3, OCn, DSL Local Access speeds greater than 1536 Kbps/1.024 Mbps, all ELA speeds, all Wavelength Local Access speeds, all IP Connection speeds	$500 NRC

†Includes all types of Service Technology unless otherwise noted.

(b) All Service Types—Cancellation After the Start of Service Date. If a Service is canceled by Customer other than for Cause, or by CenturyLink for Cause, before the conclusion of its Initial Service Term, Customer will pay a "Cancellation Charge" equal to: (i) 100% of the balance of the MRCs that otherwise would have become due for the unexpired portion of the first 12 months of the Initial Service Term, if any, plus (ii) 35% of the balance of the MRCs that otherwise would have become due for the unexpired portion, if any, of the Initial Service Term beyond the first 12 months.

(c) Moves. When Customer requests that CenturyLink move a local loop to a different Service Address that is not within the same Customer serving wire center as the existing local loop such move will be deemed a disconnect of the current local loop to which a Cancellation Charge applies and a new install of a new local loop.

(d) Waiver of Cancellation Charges. CenturyLink will waive the Cancellation Charge for a cancelled Service:

(i) When Customer cancels a Special Access ordered as Leased Access if it is (A) DS3 or less, (B) is not part of a bundle or package offering that required Customer to order the local loop with other service components and (C) the local loop's Start of Service Date was at least 12 months prior to the requested date of cancellation.
(ii) When Customer upgrades existing Special Access, Native Single-CoS Low/Medium/High, Native Multi-CoS, ELA over SONET, or Wavelength Local Access ("Existing CLPA Service") with new Service within the same specific type of Service

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technology at a higher Service speed (e.g., Special Access DS1 to Special Access DS3 or Native Single-CoS Low Fast E to Native Single-CoS Low Gig E) and with the same local access provider ("Upgraded CLPA Service"). The Upgraded CLPA Service will have a new Service Term beginning on its Start of Service Date. If the type of Service technology changes when Customer upgrades Existing CLPA Service, Customer must pay Cancellation Charges.

(e) Customer Provided Access—Cancellation of Connectivity after Start of Service Date. To cancel CPA, Customer must provide CenturyLink with a written disconnect firm order confirmation ("DFOC") notice from Customer's CPA provider along with notice to cancel the CPA. If Customer fails to provide CenturyLink with the DFOC notice within 30 calendar days after CenturyLink's receipt of the notice to cancel the CPA, or if CenturyLink disconnects CPA for Cause, then CenturyLink may disconnect the CPA or require the CPA provider to do so. Customer will remain liable for charges for the connectivity to CPA (even if Customer cannot use the CPA) until: (i) Customer furnishes the required DFOC to CenturyLink; or (ii) either party cancels the associated CPA with the CPA provider.

6. Grooming. If CenturyLink plans to groom a circuit on which Service is provided, CenturyLink will provide a grooming notice to Customer. For CPA dedicated facilities grooming, Customer will provide a signed LOA to CenturyLink so that CenturyLink can order the necessary changes. Within 20 calendar days after receipt of that notice, Customer will: (a) notify CenturyLink of its approval, which may not be unreasonably withheld; (b) state its reason for refusing; or (c) request that CenturyLink provide Customer with an LOA so Customer can order the necessary changes. Customer's failure to respond within the 20-day period will constitute approval of the groom. If the groom results in Customer incurring additional NRCs from its local access provider and Customer provides sufficient proof of the local access provider charge, CenturyLink will issue a credit to Customer equal to the local access provider NRC for each groomed circuit. If Customer refuses the groom for On-Net Access, CenturyLink will, upon 20 calendar days' prior written notice, cancel the Service on that circuit and assess a Cancellation Charge. When Customer does not respond to a CPA dedicated facilities grooming notice or refuses a CPA dedicated facilities groom, Customer must either: (a) provide CenturyLink with a LOA/CFA so that CenturyLink can have the local access provider cancel the circuit; or (b) work directly with the local access provider to cancel the circuit. If Customer does neither of these things, CenturyLink will pass through to Customer any costs incurred by CenturyLink from the local access provider as a result of the circuit remaining in place. "CFA" means circuit facility assignment of the CenturyLink facility, as identified by CenturyLink, to which Customer must order a local loop for connection to the CenturyLink Domestic Network.

7. Definitions. Capitalized terms not defined in this Service Exhibit are defined in the Agreement.

"CenturyLink Domestic Network" means the CenturyLink network located within the contiguous U.S. states and Hawaii, which is comprised only of physical media, including switches, circuits, and ports that are operated by CenturyLink.

"CPOP" means a CenturyLink-owned physical point of presence that lies directly on the CenturyLink Domestic Network where direct interconnection between the CenturyLink Domestic Network and a local access provider's network is possible.

"Demarcation Point" means: (a) the physical interface between the CenturyLink Domestic Network and Customer's telecommunications equipment or (b) the physical interface between a local access provider connecting the CenturyLink Domestic Network to Customer's telecommunications equipment.

"Leased Access" means local backbone access circuits ordered and leased by CenturyLink from a local access provider chosen by CenturyLink.

"On-Net Access" means local backbone access circuits provided solely on CenturyLink owned and operated facilities.

"Service Address" means the business building where Customer receives the Service.

"Start of Service Date" for each circuit is the date Customer accepts the circuit, following notification by CenturyLink that the local loop is ready. The ready notification will be via phone call or e-mail. Customer has five days from CenturyLink's ready notification in which to inform CenturyLink if the circuit fails to operate error-free. Within the five-day timeframe, if Customer neither informs CenturyLink about errors nor accepts the circuit, the circuit will be considered to have been accepted and the Start of Service Date to have commenced on the fifth day following CenturyLink's ready notification, regardless of whether Customer placed traffic over the circuit. If Customer informs CenturyLink of circuit errors within the five-day timeframe, CenturyLink will promptly take necessary, reasonable action to correct the errors, and upon correction, notify Customer that the circuit is ready.

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CENTURYLINK® LOYAL ADVANTAGE® AGREEMENT
LOCAL ACCESS SERVICE EXHIBIT

PRICING ATTACHMENT

Except as set forth in this Pricing Attachment, capitalized terms will have the definitions assigned to them in the Agreement or the Local Access Exhibit.

1. Customer will pay the MRCs and Install NRCs for the Local Access Service selected. In addition, Customer will pay all MRCs or NRCs for any ancillary services provided as described in the Local Access Service Exhibit, including without limitation Construction charges.

2. Customer will pay the MRCs and NRCs set forth in the below table for the particular Service at the NPA/NXX or CLLI and/or Service Address listed. The MRCs and NRCs set forth below apply to new Service only and do not apply to Service ordered prior to the effective date of this Pricing Attachment. All MRCs and NRCs set forth in the below table apply per circuit and not per Service Address. Any modifications to the NPA/NXX or CLLI or Service Address listed below will render the pricing below void, and Customer will pay the revised rates agreed upon by the parties for the correct NPA/NXX or CLLI or Service Address. The pricing contained in this Pricing Attachment represents pricing for the local access provider and route selected by CenturyLink. Customer requests for a specific local access provider or route may be subject to different pricing.

NPA/NXX Or CLLI	**Loop Tracking ID**	**Service Address** *(include exact building, floor, and/or room/suite used for Loop Tracking ID)*	**Type of Local Access**	**Service Term in months (per Service)**	**Circuit Speed** *(If Ethernet, include if FastE or GigE at customer premise)*	**Local Access Net Rate MRC**	**Install NRC**
303604	201501168AA72350	749 MAIN ST, LOUISVILLE, CO, 80027	ELA – Native COS High	60	Fast Ethernet-100 Mbps	$855.00	$0.00
303604	201501168AA72350	739 S 104TH ST, LOUISVILLE, CO, 80027	ELA – Native COS High	60	Fast Ethernet-100 Mbps	$855.00	$0.00

3. Prior to ordering additional Local Access Services which are not specified above for a specific NPA/NXX and/or Service Address, Customer and CenturyLink must execute a separate amendment to this Agreement.

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City of Louisville
COLORADO • SINCE 1878

CITY COUNCIL COMMUNICATION
AGENDA ITEM 5F

SUBJECT: **PSCO UTILITY EASEMENT – GAS PIPELINE REPLACEMENT PROJECT**

DATE: **MARCH 17, 2015**

PRESENTED BY: **MALCOLM FLEMING, CITY MANAGER**
KURT KOWAR, DIRECTOR OF PUBLIC WORKS
SAM LIGHT, CITY ATTORNEY

SUMMARY:
As part of the project to replace the Highway 42/96th Street gas transmission line, Public Service Company of Colorado ("PSCO") is seeking a utility easement across City-owned property along 96th Street and across Coal Creek. This utility easement is in addition to the Shared Use Agreement the City recently signed to share utility easements with PSCO on the east side of the Takoda Subdivision along Highway 42.

The proposed 12-inch gas transmission line replaces a much older and smaller transmission line, and will allow PSCO to transfer larger quantities of gas along the Front Range. The proposed path of the gas transmission line runs south from the Takoda Subdivision and along Highway 42, then across City-owned open space east of the Innkeeper Subdivision (self-storage facility), under Coal Creek and then up to along 96th Street.

The use of existing rights-of-way for the project is covered by the PSCO franchise agreement. Where the path of the gas transmission line falls outside the existing road right-of-way, PSCO has requested additional perpetual non-exclusive easements from the City in order to construct, install, operate, maintain, repair and replace gas transmission facilities. PSCO's requested easements from the City begin in the northeast corner of the intersection of 96th Street and Empire Drive and extend south to the intersection of 96th Street and County Line Road, just south of Coal Creek. (See the attached Utility Easement for specific maps of the requested easements.) In addition to the 50-foot wide perpetual easement, PSCO has requested temporary use of additional City-owned areas for construction activities.

Staff has worked with PSCO to negotiate this utility easement to minimize surface use, ensure that PSCO uses all reasonable care to minimize impacts on ecological, hydrological and geological assets, including minimizing impacts to Coal Creek and its surrounding riparian zone ecosystem. The underground pipeline will be installed using boring techniques. After the construction of the replacement gas transmission line, PSCO will vacate earlier easements that were granted over portions of the City property for installation of the initial line. The existing eight-inch line will be abandoned in place.

FISCAL IMPACT:
PSCO will pay $202,765.00 for the easements, which include perpetual easements over two parcels and temporary use of five parcels. Staff will credit this payment to the Open Space and Parks Fund.

RECOMMENDATION:
City Council approve and authorize the execution of the Utility Easement conditioned upon payment of $202,765.00 to the City from PSCO.

ATTACHMENT(S):
1. Utility Easement with Exhibits of Easements

UTILITY EASEMENT

This Utility Easement ("Easement") is granted this _____day of _____, 2015, by the **City of Louisville,** a Colorado home rule municipal corporation ("Louisville" or "Grantor") to **Public Service Company of Colorado**, a Colorado corporation, whose address is 550 Fifteenth Street, Suite 700, Denver, Colorado 80202 ("Grantee").

RECITALS

Whereas, Grantor owns certain parcels of property, including City of Louisville open space property, identified as Boulder County Assessor's Parcel No. 15751600005, Parcel No. 157509000011, and Parcel No. 15751600024 ("Grantor's Property"); and

Whereas, Grantor desires to grant to Grantee the right to construct, install, operate, maintain, repair and replace gas transmission facilities and related appurtenances along the premises as depicted and legally described on Exhibit A, Exhibit B and Exhibit C, attached hereto and incorporated herein by this reference, such area being, generally, a fifty (50) foot wide easement; and

Whereas, Grantor desires to also grant to Grantee a temporary easement over certain other premises as depicted and legally described on Exhibit D for temporary use in connection with the initial construction and installation of an underground gas transmission pipeline within the Easement Property (as defined below); and

Whereas, Grantee acknowledges this Easement is subject to all prior recorded encumbrances.

GRANT OF EASEMENT

NOW THEREFORE, in consideration of the above recitals and the mutual covenants contained herein, payment to the Grantor, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, but subject to the terms and conditions more fully set forth below, Grantor hereby conveys to Grantee, its successors and assigns, the non-exclusive perpetual easement described below:

1. Grant of Easement. Grantor hereby grants and conveys to Grantee a perpetual non-exclusive easement on, along, under, through and across the premises described in Exhibit A, Exhibit B and Exhibit C ("Easement Property"), for the right to construct, install, operate, maintain, repair and replace an underground gas transmission pipeline and related facilities and appurtenances, and such additional underground gas utility installations in the future as reasonably necessary ("Facilities"), together with the right and authority in Grantee, its successors, licensees, contractors or assigns, and its and their agents and employees to (1) enter the Easement Property at all times to survey, mark the Easement Property, or sign the Facilities; (2) access, construct, install, operate, maintain, repair, replace, remove, alter, patrol and inspect the Facilities; (3) remove objects interfering with the Facilities or the exercise of Grantee's rights hereunder; and (4) use and have reasonable ingress and egress along and across the Easement Property for personnel, equipment and vehicles. Grantee shall

mark the boundaries of the Easement Property prior to commencement of work on the initial construction and installation of the gas transmission pipeline.

2. Surface Use. The initial gas transmission pipeline installed under the Easement Property will be installed underground (at a minimum depth of four (4) feet) using bore construction methods. Grantee shall not install any Facilities on or above the surface of the Easement Area, provided that this shall not prohibit or limit (a) above-ground pipeline markers installed in accordance with applicable regulations; (b) ancillary utility equipment that is flush with the surface of the Easement Area; or (c) the temporary placement of Facilities or ancillary equipment on or above the surface of the Easement Area during the maintenance, repair or replacement of the Facilities. Temporary placements shall be for the minimum period necessary for proper completion of the maintenance, repair or replacement of the Facilities and Grantee shall diligently complete all necessary maintenance, repair or replacement work.

3. Temporary Easement. Grantor hereby grants and conveys to Grantee a non-exclusive and temporary construction, access and staging easement on, over, under and across the premises described in Exhibit D, attached hereto and incorporated herein by this reference, consisting of Temporary Easement Parcels 1-4 and a Temporary Use Area ("Temporary Use Areas"), for the purpose of ingress and egress, materials storage and construction staging. Grantee acknowledges and agrees that the temporary easement granted in this paragraph is a temporary easement and shall automatically terminate upon Grantee completing the initial installation of the gas transmission line, or one year from the date of Grantor's execution of this instrument, whichever comes first.

4. Ecological, Hydrological and Geological Considerations. The work of installing and maintaining the Facilities shall be done with all reasonable care to minimize material and adverse impacts on recognized ecological, hydrological and geological assets (including but not limited to Coal Creek and its surrounding riparian zone ecosystem), and the surface of Grantor's Property. The gas transmission pipeline shall be buried deep enough to avoid any potential impact to the flow of water in Coal Creek and, if necessary, Grantee will consult with a geomorphologist and/or a hydrologist to ensure the geology and hydrology of Coal Creek is not affected in any way. Grantee shall in all instances complete work in compliance with all applicable laws, rules and regulations and plans approved pursuant thereto.

Grantee may cut, prune, or otherwise control, shrubs and other vegetation, or permanently remove any temporary or permanent improvements hereafter installed within the Easement Property in the event they materially and adversely interfere with the Facilities or Grantee's use of the Easement Property. Grantee shall coordinate such proposed activities with Grantor prior to commencement thereof.

5. Utility Separation. Unless otherwise approved by the Grantor, Grantee shall install its Facilities with a minimum two (2) feet of vertical separation from any City of Louisville utilities existing as of the date hereof, a minimum seven (7) feet of horizontal separation between the Facilities and any other City of Louisville utilities existing as of the date hereof, and a minimum four feet of cover. Grantor shall have the right to grant easements to third parties, including but not limited to utility companies, for the installation of surface or subsurface utility lines or facilities, to

the extent such uses do not interfere with the Facilities or use of the Easement Property, and subject to Grantee's reasonable prior written approval of such utility lines or facilities (which consent may be withheld or conditioned on, among other things, compliance with rules, regulations, standards and practices which may from time to time be applicable to construction activities or the installation, construction, alteration, modification, or operation and use of the particular type of utility line or facility in proximity to the Facilities which are from time to time installed on, or planned for, the Easement Property). Grantor shall ensure that any City of Louisville utility which crosses the Easement Area shall maintain a separation of no less than two (2) feet above or below the transmission pipeline and a separation of no less than seven (7) feet from the transmission pipeline for any utility running parallel to the transmission pipeline. Grantor and Grantee agree that so long as all utilities within the Easement Property maintain the minimum separation requirements set forth herein, neither Grantee nor any other utility provider shall be required to encase their utility facilities.

6. Grantor Requirements. Grantor agrees not to perform any act that will impair the structural integrity of, interfere with, or endanger said Facilities. Without limiting the foregoing, Grantor shall not, without the prior written approval of Grantee, remove soil from any portion of the Easement Property which results in less than four (4) feet of cover within five (5) feet of each side of the transmission pipeline as installed but in no event shall Grantor add soil to any portion of the Easement Property which results in more than eight and one half (8 ½) feet of cover within five (5) feet of each side of the transmission pipeline as installed. No temporary or permanent buildings or wells shall be placed or permitted to remain on, under, or over the Easement Property by Grantor. Except as otherwise provided herein, no other objects shall be erected, placed, or permitted to remain on, under, or over Easement Area by Grantor, which will or may materially and adversely interfere with the Facilities installed on the Easement Area or interfere with the exercise of any of the rights herein granted.

7. Grantee Requirements. Grantee must meet all applicable City of Louisville requirements (i.e. including without limitation, obtaining all necessary approvals and permits) for the construction and maintenance of the Facilities. Grantee shall be responsible for all construction, repair and maintenance costs associated with its construction, maintenance or use of the Easement Property.

During construction and installation of the Facilities, Grantee shall at its expense be responsible for scheduling and providing for traffic control. Grantee shall submit to Grantor for its prior approval an access and traffic control plan in accordance with City requirements.

8. Notice of Improvements and Maintenance. Grantee shall not improve or conduct anything but routine inspections or maintenance which might disturb the surface of the Easement Property without having first provided written notice and a summary of the work (and construction plans, if available) to the City Manager for the City of Louisville and obtained confirmation that the proposed improvements or maintenance are consistent with the terms of this Easement.

9. Grantor Obligations. Grantor agrees not to perform any act that will impair the structural integrity of, interfere with, or endanger the Facilities. Without limiting the foregoing, Grantor shall not, without the prior written approval of Grantee, alter the existing ground elevations or change the compaction of the soil on portions of the Easement Property where such work may affect the

Facilities. Grantor further agrees to contact the Utility Notification Center of Colorado (1-800-922-1987), or any similar one-call utility line locator system which may replace or supplement it, at least four business days (or such longer time if required by applicable law) prior to the commencement of construction or excavation on the Easement Area to arrange for field locating of the Facilities.

10. Surface Impact; Notice. Promptly following completion of construction of the Facilities on the Easement Property, and promptly following cessation of its use of any Temporary Use Area, Grantee shall restore the surface of the Easement Property or Temporary Use Area to as near a condition as existed prior to such work. Grantee shall ensure that any contractor or agent of Grantee's working on the Facilities shall restore the surface of the Easement Property or Temporary Use Area to as near a condition as existed prior to such work as is possible. Grantee shall restore disturbed surface areas with a native seed mix approved by Grantor.

Grantee shall contact Louisville, as noted in paragraph 18 of this Easement, immediately if any significant environmental, historical or cultural resources are encountered within the Easement Property during any construction or maintenance activity.

11. Vacation of Existing Facility. As further consideration for this Easement, Grantee agrees that it shall execute, file and record such documents as are necessary to vacate any of Grantee's interests in Grantor's Property that are associated with the use of the old gas main that is being replaced by the relocated Facilities; but only to the extent the property encumbered by such interests for the old gas main do not overlap with the Easement Property described in Exhibit A, Exhibit B, or Exhibit C. Grantee shall cause such vacation instruments, including a quit claim deed to the Grantor, to be recorded no later than December 31, 2016. The old gas main will be purged of gas and abandoned in place and upon abandonment may be used by Grantor at its option for casing or other purposes. Upon abandonment Grantee shall have no ownership of the old gas main and if requested shall provide a bill of sale to Grantor for same.

12. Liability. Grantee assumes responsibility for the actions and omissions of its agents and its subcontractors in the performance or failure to perform work under this Easement. Except to the extent caused by Grantor, its agents or subcontractors, Grantee shall indemnify and save harmless Grantor from and against any and all claims, suits, actions, damages and causes of action for personal injury, loss of life, or damage to property sustained in, or upon the Easement Property to the extent caused by Grantee, its agents or subcontractors in the performance of work or activities under this Easement. Grantor in no way waives or intends to waive the limitations on liability which are provided to the Grantor under the Colorado Governmental Immunity Act, C.R.S., Section 24-10-101, et seq., as currently enacted or subsequently amended.

13. Mechanic's Lien. Nothing contained herein shall authorize Grantee, or any person or entity acting through, with or on behalf of Grantee, to subject the Easement Property, any Temporary Use Area, or any property owned by Grantor, to mechanic's liens. If any such lien shall be filed and Grantee has caused such lien, Grantee shall cause the lien to be discharged. In the event that such lien is not bonded over or discharged within twenty (20) days after receipt of written notice of the lien by the Grantee, then Grantor, at its option, and at the cost and expense of the Grantee, may enter

into, defend, prosecute or pursue any effort or action (whether or not litigation is involved) which Grantor deems necessary to defend Grantor's property from and against such lien.

14. Enforcement and Restoration. Grantor and Grantee each agree to give the other party written notice and a reasonable opportunity to cure in the event of any alleged breach of any term or provision of this Easement. Should an activity be undertaken on the Easement Property or Temporary Use Area to which the parties have not agreed, either party may request the other to immediately cease and desist from such activity, and if such party doesn't immediately cease and desist, such party may thereafter seek court intervention or enforcement. Notwithstanding the foregoing, in the event of an emergency (i.e. involving the threat to human life or imminent property damage) either party may exercise immediate reasonable enforcement, restoration and conservation actions. In such case, if the unauthorized activity was performed by Grantee, its employees, agents, guests and invitees, the cost of any restoration of the Easement Property or Temporary Use Area shall be borne by Grantee.

15. Application. The terms of this Easement shall apply to the initial construction and installation, and to all future operation, maintenance, repair and replacement activities.

16. Grantor's Reserved Rights. Grantor reserves the right to use and occupy the Easement Property for any lawful purpose consistent with the rights and privileges granted herein which will not materially and adversely interfere with or endanger Grantee's Facilities or use of the Easement Property, including without limitation, installation of soft- and/or hard-surface trail and right-of-way improvements and facilities, which improvements and facilities, including without limitation trail surfaces, crossings and improvements, benches and signage, are allowed reserved uses of the Easement Property provided the cover, grade and separation requirements stated in this Easement are met. Grantee's use of the Easement Property shall be non-exclusive and Grantee shall have no rights to use any portion of Grantor's Property except and only as permitted in this Easement.

17. Specific Performance. This Easement may be enforced by specific performance, including mandatory injunctive relief and/or damages.

18. Covenant Running with the Land. This Easement shall run with the land and be binding upon and shall inure to the benefit and/or burden of Grantor and Grantee and their respective successors and assigns.

19. Notices. Whenever notice is required to be given hereunder, it shall be in writing and may be sent by facsimile or e-mail transmission or delivered to the party entitled thereto or mailed to the party entitled thereto, by registered or certified mail, return receipt requested. If delivered or sent by facsimile or e-mail, said notice shall be effective and complete upon delivery or transmission of the facsimile or e-mail. If mailed, said notice shall be effective and complete as of the date of mailing. Until changed by notice in writing, notice shall be given as follows:

To the Grantee: Public Service Company of Colorado
550 Fifteenth Street, Suite 700
Denver, Colorado 80202
Facsimile Number:

E-mail:_____

To the Grantor: City of Louisville
Attn: Office of the City Manager
749 Main Street
Louisville, CO 80027
Facsimile Number: (303) 335-4550
E-mail:_____

20. Severability. If any provisions of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement and the application of such provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

21. Entire Agreement. This Easement incorporates all agreements and stipulations between Grantor and Grantee as to the subject matter of this Easement and no prior representations or statements, verbal or written, shall modify, supplement or change the terms of this Easement. No amendment, modification or supplement of this Easement shall be binding unless made in writing and executed by the authorized representatives of the Grantor and Grantee (or their successor or assign, if applicable).

22. Counterparts. This Easement may be executed in one or more counterparts, each of which when so executed shall be deemed an original, and such counter parts together shall constitute one and the same instrument.

23. Recording. This Easement shall be recorded in Grantee's expense in the office of the Clerk and Recorder of Boulder County, Colorado.

24. No Waiver. The waiver by any party to this Easement of any term or condition of this Easement shall not operate or be construed as a waiver of any subsequent breach by any party. No waiver of any provision hereof, nor any approval required herein, shall be deemed to have been made unless made in writing and signed by an authorized representative of the party giving such waiver or approval.

25. Encumbrances. The Property was purchased by the Grantor subject to exceptions of record and this Easement is subject to all prior encumbrances of record.

IN WITNESS, WHEREOF, the parties have caused this instrument to be duly executed this ___ day of _____, 2015.

GRANTOR:

CITY OF LOUISVILLE a Colorado home rule municipal corporation

By:_____
Robert Muckle, Mayor

ATTEST:

By:_____
Nancy Varra, City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this____ day of _____, 2015, by Robert Muckle, as Mayor, and Nancy Varra, as City Clerk on behalf of the City of Louisville, a Colorado home rule municipal corporation.

Witness my hand and official seal.

(S E A L)

_____
Notary Public

My Commission Expires: _____

GRANTEE:
Public Service Company of Colorado, a Colorado corporation,

_____
_____ as _____for the Public Service Company of Colorado, a Colorado corporation

_____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this____ day of _____, 2015, by _____ as _____for the Public Service Company of Colorado, a Colorado corporation.

Witness my hand and official seal.

(S E A L)

_____
Notary Public

My Commission Expires: _____

SEH

EXHIBIT A
PERMANENT EASEMENT, CITY OF LOUISVILLE PARCEL 1

A parcel of land lying in the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section 16, Township 1 South, Range 69 West, of the 6th Principal Meridian, County of Boulder, State of Colorado, said parcel also being a part of Parcel B as described under Reception Number 2465775, Boulder County Records, said parcel being more particularly described as follows:

Beginning on the south line of said Southwest Quarter of the Northwest Quarter where the West Quarter corner of said Section 16 bears S89°19'52"W, 15.51 feet;

Thence N01°56'56"E, 804.12 feet;
Thence N06°34'16"E, 505.21 feet to a point on the west line of that parcel of land described under Reception Number 2581167, Boulder County Records;

Thence along said west line through the arc of a curve to the right having a central angle of 02°23'15", a radius of 2789.93 feet, an arc length of 116.25 feet and a chord bearing S18°54'19"E, 116.24 feet;

Thence S06°34'16"W, 398.26 feet;
Thence S01°56'56"W, 799.81 feet to a point on said south line of the Southwest Quarter of the Northwest Quarter;

Thence S89°19'52"W, along said south line, 50.05 feet to the Point of Beginning.

Containing 62,732 square feet (1.440 acres), more or less.

For the purpose of this description, the basis of bearings is the west line of the said Southwest Quarter of the Northwest Quarter, being N00°10'53"W, monumented as shown and described on Exhibit A sheet 3 of 3 attached hereto and made a part hereof.

12640 West Cedar Drive, Suite F, Lakewood, CO 80228-2029
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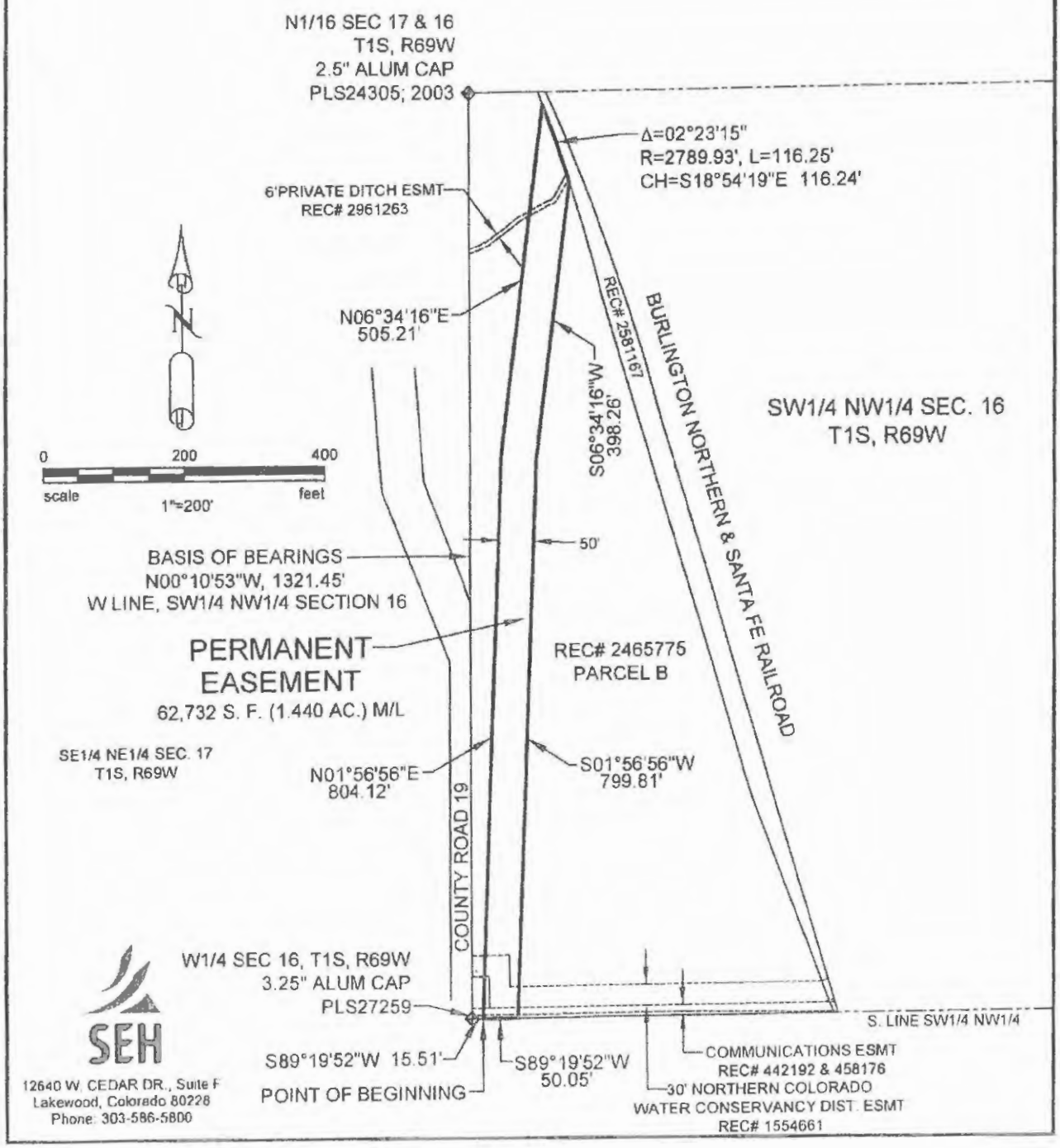
The author of this description is George A. Robinson, PLS 35593, prepared on behalf of SEH Inc., 12640 West Cedar Drive, Suite F, Lakewood, CO 80228, on November 7, 2014 under Job No. PSCOC 123714-1.0, for Public Service Company of Colorado, and is not to be construed as representing a monumented land survey.

COLORADO REGISTERED
GEORGE A. ROBINSON
35593
11/7/14
PROFESSIONAL LAND SURVEYOR

George A. Robinson, PLS 35593

SHEET 3 OF 3

EXHIBIT A
PERMANENT EASEMENT, CITY OF LOUISVILLE PARCEL 1



SEH

EXHIBIT B
PERMANENT EASEMENT, CITY OF LOUISVILLE PARCEL 2

A parcel of land lying in the Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) of Section 16, Township 1 South, Range 69 West, of the 6th Principal Meridian, County of Boulder, State of Colorado, said parcel also being a part of that parcel of land as described under Reception Number 588955, Boulder County Records, said parcel being more particularly described as follows:

Beginning on the south line of said Northwest Quarter of the Northwest Quarter where the North Sixteenth corner between Section 17 and said Section 16 bears S89°13'21"W, 106.85 feet;

> Thence N06°34'16"E, 54.46 feet to a point on the west right-of-way line of the Burlington Northern and Santa Fe railroad;
>
> Thence along said west right-of-way line through the arc of a curve to the right having a central angle of 01°11'33", a radius of 2814.93 feet, an arc length of 58.59 feet and a chord bearing S23°34'01"E, 58.59 feet to a point on said south line of the Northwest Quarter of the Northwest Quarter;
>
> Thence S89°13'21"W, 29.66 feet to the Point of Beginning.

Containing 807 square feet (0.019 acres), more or less.

For the purpose of this description, the basis of bearings is the west line of the said Southwest Quarter of the Northwest Quarter, being N00°10'53"W, monumented as shown and described on Exhibit B sheet 2 of 2 attached hereto and made a part hereof.

The author of this description is George A. Robinson, PLS 35593, prepared on behalf of SEH Inc., 12640 West Cedar Drive, Suite F, Lakewood, CO 80228, on November 7, 2014 under Job No. PSCOC 123714-1.0, for Public Service Company of Colorado, and is not to be construed as representing a monumented land survey.

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR GEORGE A. ROBINSON 35593 11/7/14

George A. Robinson, PLS 35593

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EXHIBIT B
PERMANENT EASEMENT, CITY OF LOUISVILLE PARCEL 2

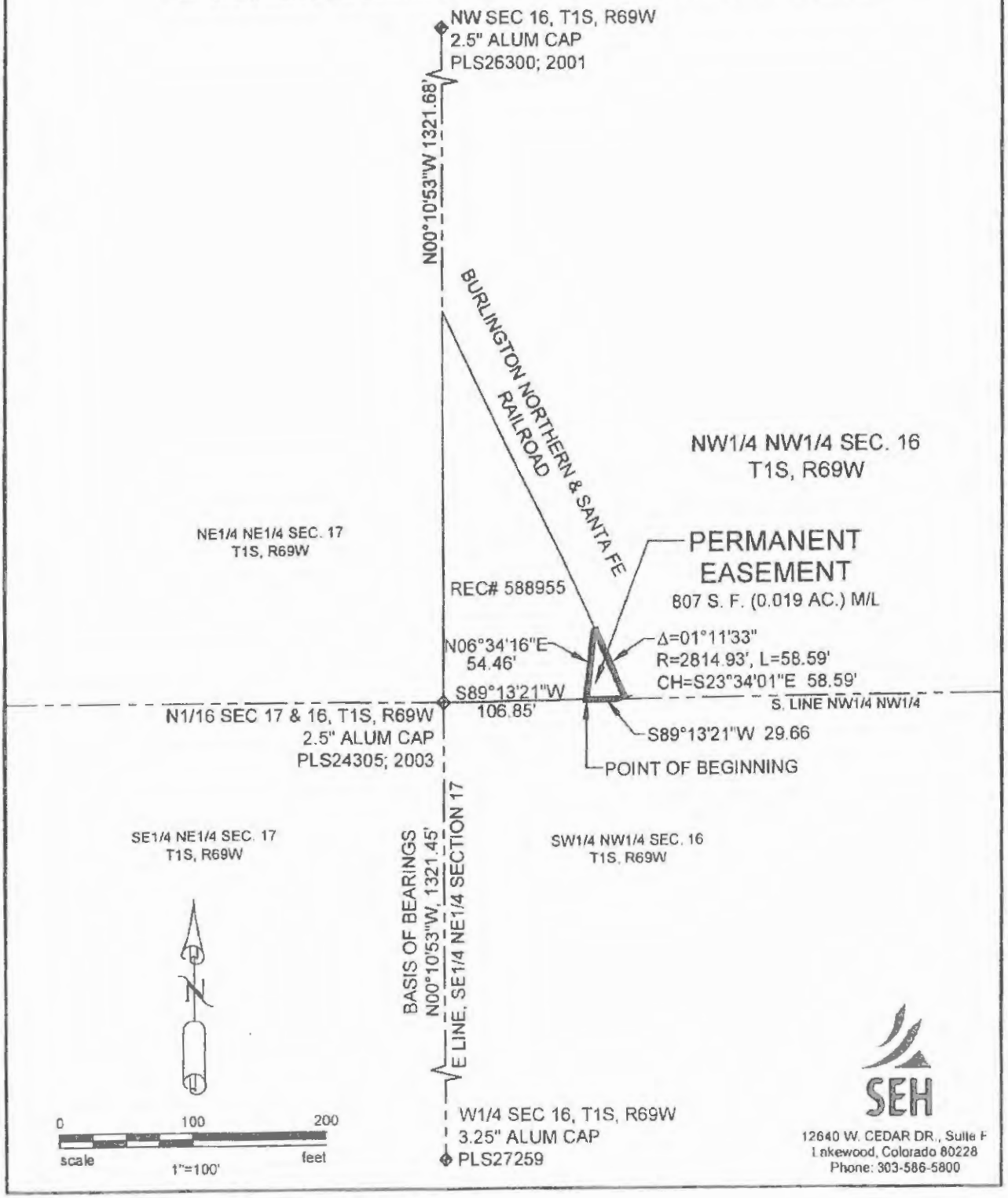

EXHIBIT C
PERMANENT EASEMENT, CITY OF LOUISVILLE PARCEL 3

A parcel of land lying in the Northwest Quarter of the Northwest Quarter (NW1/4 NW1/4) of Section 16, Township 1 South, Range 69 West, of the 6th Principal Meridian, County of Boulder, State of Colorado, said parcel also being a part of that parcel of land as described under Reception Number 588955, Boulder County Records, said parcel being more particularly described as follows:

Beginning on the north line of said Northwest Quarter of the Northwest Quarter where the Northwest corner of said Section 16 bears S89°06'28"W, 263.61 feet;

Thence N89°06'28"E, along said north line, 50.43 feet;
Thence S06°34'16"W, 1174.85 feet to a point on the easterly right-of-way line of the Burlington Northern and Santa Fe railroad;

Thence along said easterly right-of-way line the following two (2) courses:

1. Along the arc of a curve to the left having a central angle of 01°29'25", a radius of 2914.93 feet, an arc length of 75.82 feet and a chord bearing N26°25'56"W, 75.82 feet;
2. N25°34'08"W, 16.36 feet;

Thence N06°34'16"E, 1090.86 feet to the Point of Beginning.

Containing 56,640 square feet (1.300 acres), more or less.

For the purpose of this description, the basis of bearings is the west line of the said Northwest Quarter of the Northwest Quarter, being N00°10'53"W, monumented as shown and described on Exhibit C sheet 3 of 3 attached hereto and made a part hereof.

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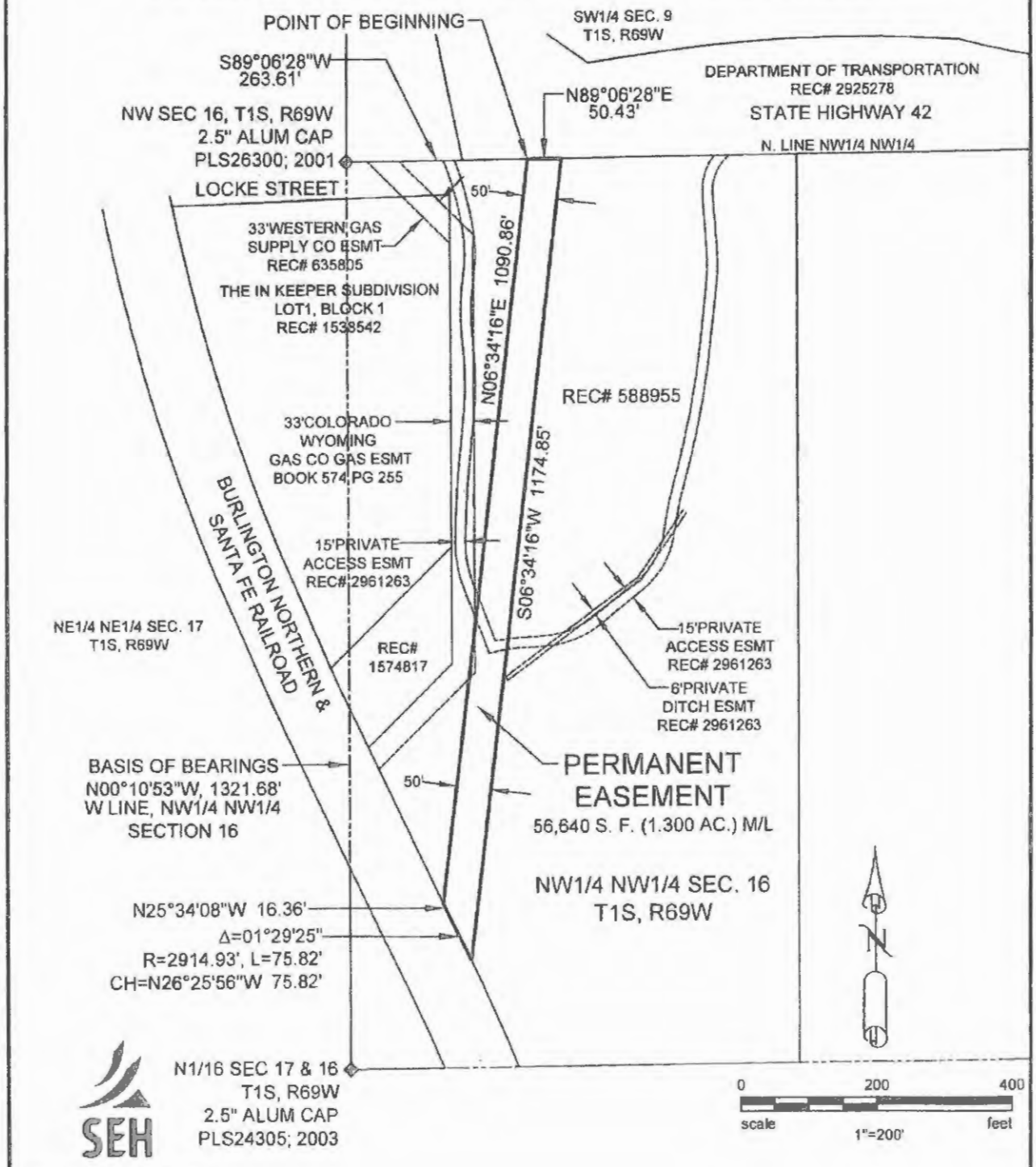
COLORADO REGISTERED
GEORGE A. ROBINSON
35593
11/7/14
PROFESSIONAL LAND SURVEYOR

George A. Robinson, PLS 35593

SHEET 3 OF 3

EXHIBIT C
PERMANENT EASEMENT, CITY OF LOUISVILLE PARCEL 3



SEH

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Lakewood, Colorado 80228
Phone: 303-586-5800

EXHIBIT D
CITY OF LOUISVILLE TE PARCEL 1

A parcel of land lying in the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section 16, Township 1 South, Range 69 West, of the 6th Principal Meridian, County of Boulder, State of Colorado, said parcel also being a part of Parcel B as described under Reception Number 2465775, Boulder County Records, said parcel being more particularly described as follows:

Beginning on the west line of said Southwest Quarter of the Northwest Quarter where the West Quarter corner of said Section 16 bears S00°10'53"E, 195.44 feet;

Thence N00°10'53"W, along said west line, 719.42 feet;
Thence N89°49'07"E, 58.57 feet;
Thence S06°34'16"W, 111.93 feet;
Thence S01°56'56"W, 475.25 feet;
Thence S11°34'19"W, 136.20 feet to the Point of Beginning.

Containing 24,999 square feet (0.574 acres), more or less.

For the purpose of this description, the basis of bearings is the west line of the said Southwest Quarter of the Northwest Quarter, being N00°10'53"W, monumented as shown on the attached illustration.

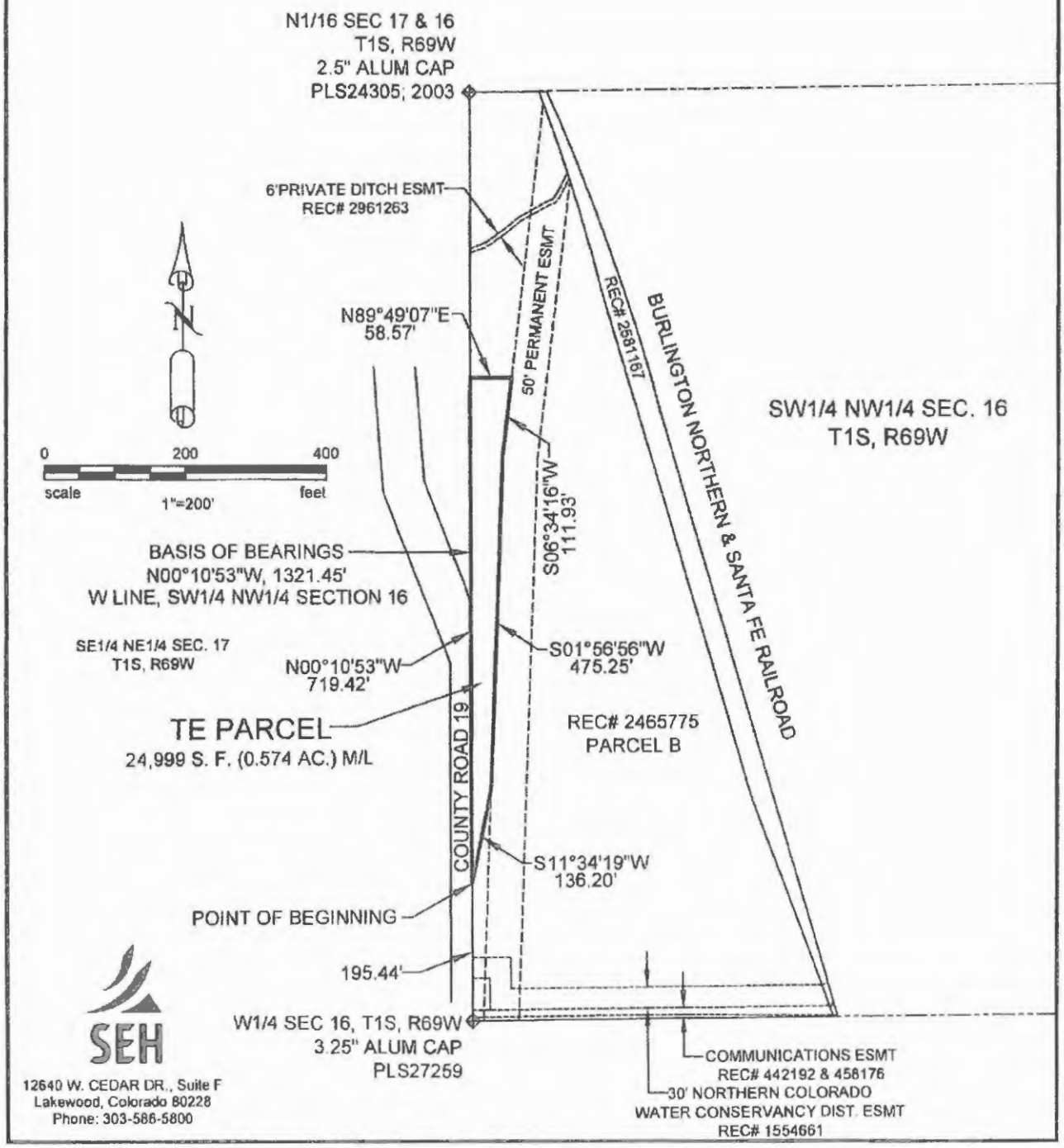
The author of this description is George A. Robinson, PLS 35593, prepared on behalf of SEH Inc., 12640 West Cedar Drive, Suite F, Lakewood, CO 80228, on November 7, 2014 under Job No. PSCOC 123714-1.0, for Public Service Company of Colorado, and is not to be construed as representing a monumented land survey.

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR GEORGE A. ROBINSON 35593 11/7/14

George A. Robinson, PLS 35593

CITY OF LOUISVILLE TE PARCEL 1 ILLUSTRATION

SHEET 2 OF 2



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Lakewood, Colorado 80228
Phone: 303-586-5800

SEH

CITY OF LOUISVILLE TE PARCEL 2

A parcel of land lying in the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) of Section 16, Township 1 South, Range 69 West, of the 6th Principal Meridian, County of Boulder, State of Colorado, said parcel also being a part of Parcel B as described under Reception Number 2465775, Boulder County Records, said parcel being more particularly described as follows:

Commencing at the West Quarter corner of said Section 16;
Thence N89°19'52"E, along the south line of said Southwest Quarter of the Northwest Quarter, 58.57 feet;
Thence N01°56'56"E, 494.04 feet to the Point of Beginning;

Thence continuing N01°56'56"E, 265.51 feet;
Thence S09°33'35"E, 174.56 feet;
Thence S22°11'18"W, 100.67 feet to the Point of Beginning.

Containing 4,624 square feet (0.106 acres), more or less.

For the purpose of this description, the basis of bearings is the west line of the said Southwest Quarter of the Northwest Quarter, being N00°10'53"W, monumented as shown on the attached illustration.

The author of this description is George A. Robinson, PLS 35593, prepared on behalf of SEH Inc., 12640 West Cedar Drive, Suite F, Lakewood, CO 80228, on November 7, 2014 under Job No. PSCOC 123714-1.0, for Public Service Company of Colorado, and is not to be construed as representing a monumented land survey.

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR GEORGE A. ROBINSON 35593 11/7/14

George A. Robinson, PLS 35593

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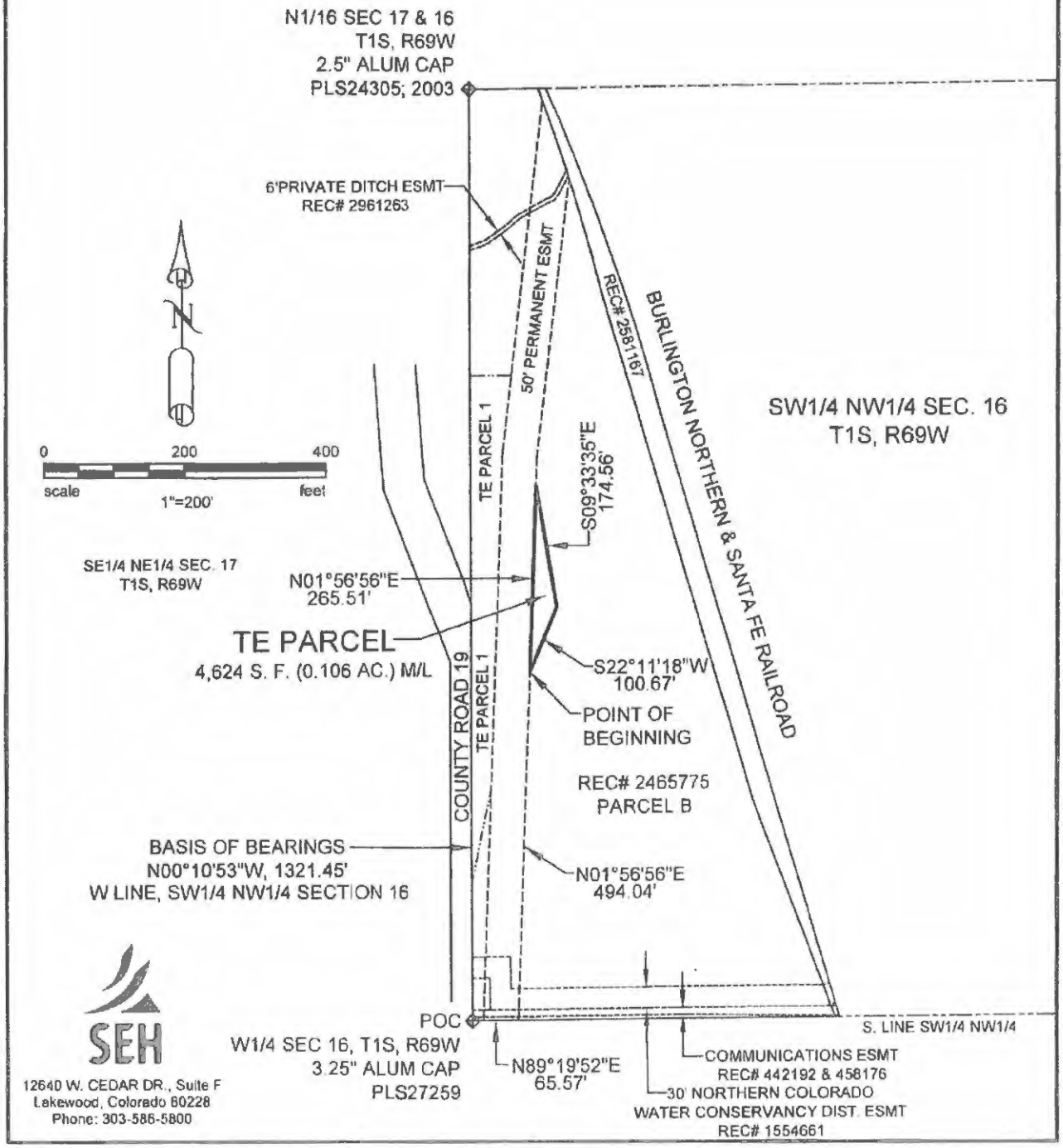
CITY OF LOUISVILLE TE PARCEL 2 ILLUSTRATION

SHEET 2 OF 2



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Lakewood, Colorado 80228
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CITY OF LOUISVILLE TE PARCEL 3

A parcel of land lying in the Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4) of Section 17, Township 1 South, Range 69 West, of the 6th Principal Meridian, County of Boulder, State of Colorado, said parcel also being a part of Parcel A as described under Reception Number 2465775, Boulder County Records, said parcel being more particularly described as follows:

Beginning at the south corner of said Parcel A;

Thence along the boundary of said Parcel A the following two (2) courses:

1. N18°20'55"W, 31.53 feet;
2. N21°32'38"W, 66.66 feet;

Thence N42°35'40"E, 50.23 feet to a point on the east line of said Southeast Quarter of the Northeast Quarter;
Thence S00°10'53"E, 128.90 feet to the Point of Beginning.

Containing 2,140 square feet (0.049 acres), more or less.

For the purpose of this description, the basis of bearings is the west line of the said Southwest Quarter of the Northwest Quarter, being N00°10'53"W, monumented as shown on the attached illustration.

The author of this description is George A. Robinson, PLS 35593, prepared on behalf of SEH Inc., 12640 West Cedar Drive, Suite F, Lakewood, CO 80228, on November 7, 2014 under Job No. PSCOC 123714-1.0, for Public Service Company of Colorado, and is not to be construed as representing a monumented land survey.

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR GEORGE A. ROBINSON 35593 11/7/14

George A. Robinson, PLS 35593

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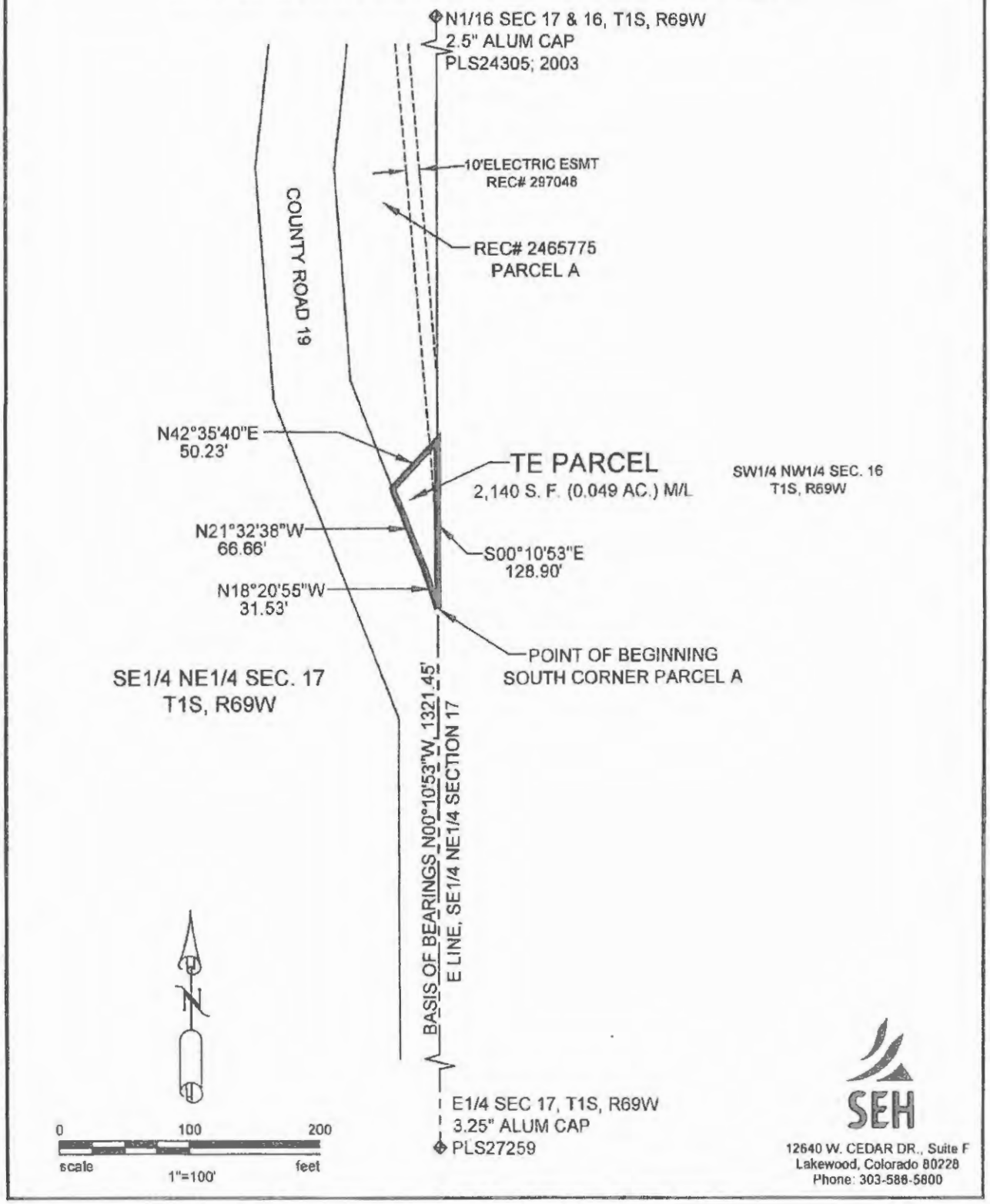
CITY OF LOUISVILLE TE PARCEL 3 ILLUSTRATION

SHEET 2 OF 2



CITY OF LOUISVILLE TE PARCEL 4

A parcel of land lying in the Southwest Quarter of Section 9, Township 1 South, Range 69 West, of the 6th Principal Meridian, County of Boulder, State of Colorado, said parcel also being a part of those parcels of land as described under Reception Numbers 2467635, 1070376, 2917711, Boulder County Records, said parcel being more particularly described as follows:

Commencing at the Southwest corner of said Section 9;
Thence N00°11'40"E, along the west line of Southwest Quarter, 186.78 feet;
Thence S89°48'20"E, 293.41 feet to a point on the east right-of-way line of State Highway 42, said pint also being the Point of Beginning;

Thence N11°41'49"W, along said east right-of-way line, 703.78 feet to the northwest corner of said parcel of land described under Reception Number 2917711;

Thence along the north line of said parcel of land described under Reception Number 2917711 through the arc of a curve to the left having a central angle of 06°54'53", a radius of 1096.00 feet, an arc length of 132.27 feet and a chord bearing S22°35'54"E, 132.19 feet;

Thence S11°41'49"E, 417.54 feet;
Thence S52°58'02"E, 292.19 feet to a point on the north right-of-way line of State Highway 42;

Thence along said north right-of-way line the following three (3) courses:

1. Along the arc of a curve to the left having a central angle of 02°04'25", a radius of 2080.00 feet, an arc length of 75.28 feet and a chord bearing S82°25'34"W, 75.27 feet;
2. S81°23'21"W, 92.79 feet;
3. N55°09'14"W, 72.69 feet to the Point of Beginning.

Containing 35,745 square feet (0.821 acres), more or less.

For the purpose of this description, the basis of bearings is the west line of the said Southwest Quarter, being N00°11'40"E, monumented as shown on the attached illustration.

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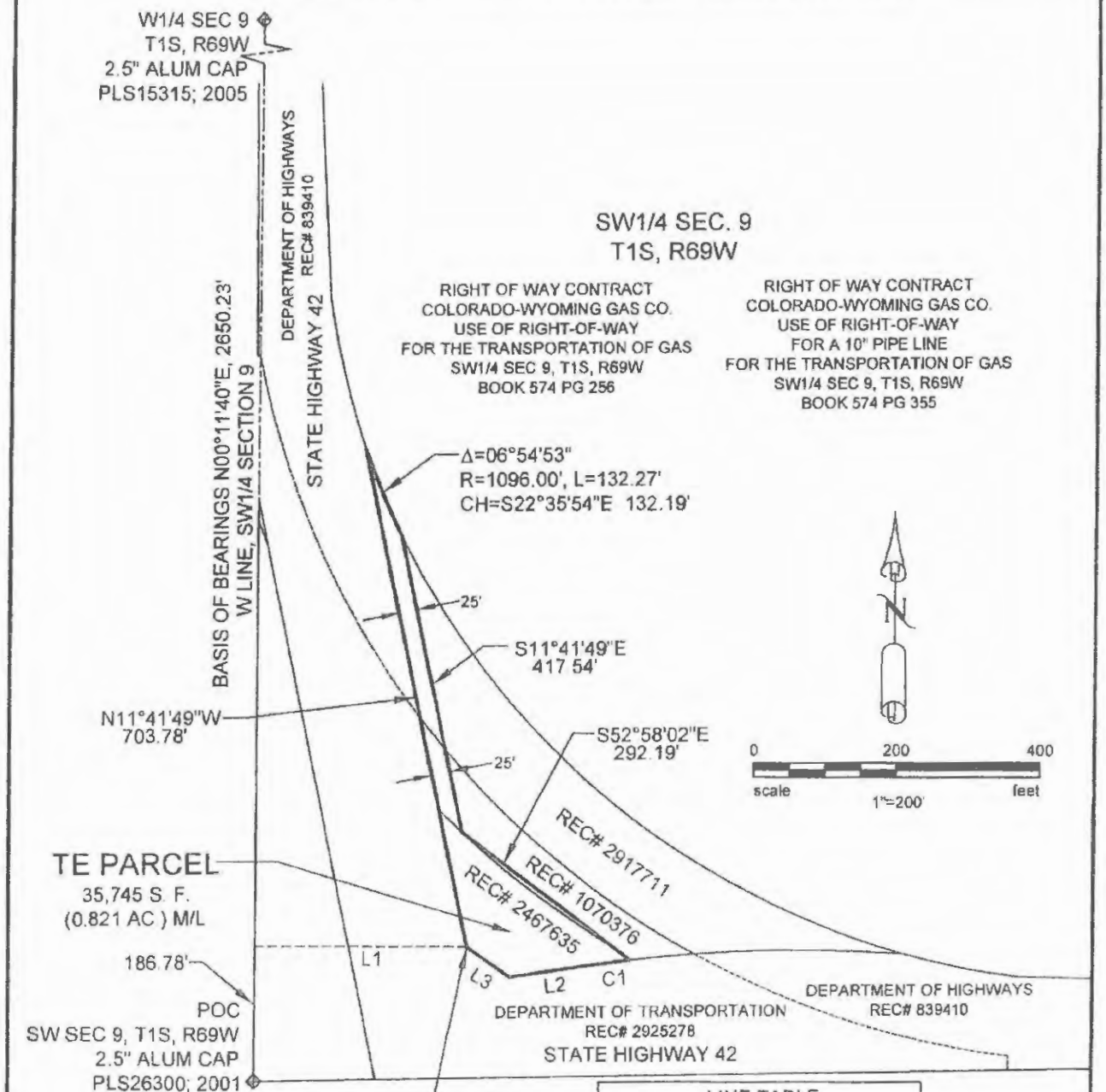
COLORADO REGISTERED
GEORGE A. ROBINSON
35593
11/7/14
PROFESSIONAL LAND SURVEYOR

George A. Robinson, PLS 35593

CITY OF LOUISVILLE TE PARCEL 4 ILLUSTRATION

SHEET 3 OF 3



LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°48'20"E	293.41'
L2	S81°23'21"W	92.79'
L3	N55°09'14"W	72.69'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CH BEARING	CHORD
C1	02°04'25"	2080.00'	75.28'	S82°25'34"W	75.27'

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CITY OF LOUISVILLE TUA PARCEL

A parcel of land lying in the Southwest Quarter of Section 9, Township 1 South, Range 69 West, of the 6th Principal Meridian, County of Boulder, State of Colorado, said parcel being more particularly described as follows:

All of Parcel I as described under Reception Number 927761, Boulder County Records.

Containing 7,448 square feet (0.171 acres), more or less.

The author of this description is George A. Robinson, PLS 35593, prepared on behalf of SEH Inc., 12640 West Cedar Drive, Suite F, Lakewood, CO 80228, on November 12, 2014 under Job No. PSCOC 123714-1.0, for Public Service Company of Colorado, and is not to be construed as representing a monumented land survey.

COLORADO REGISTERED
GEORGE A. ROBINSON
35593
11/12/14
PROFESSIONAL LAND SURVEYOR

George A. Robinson, PLS 35593

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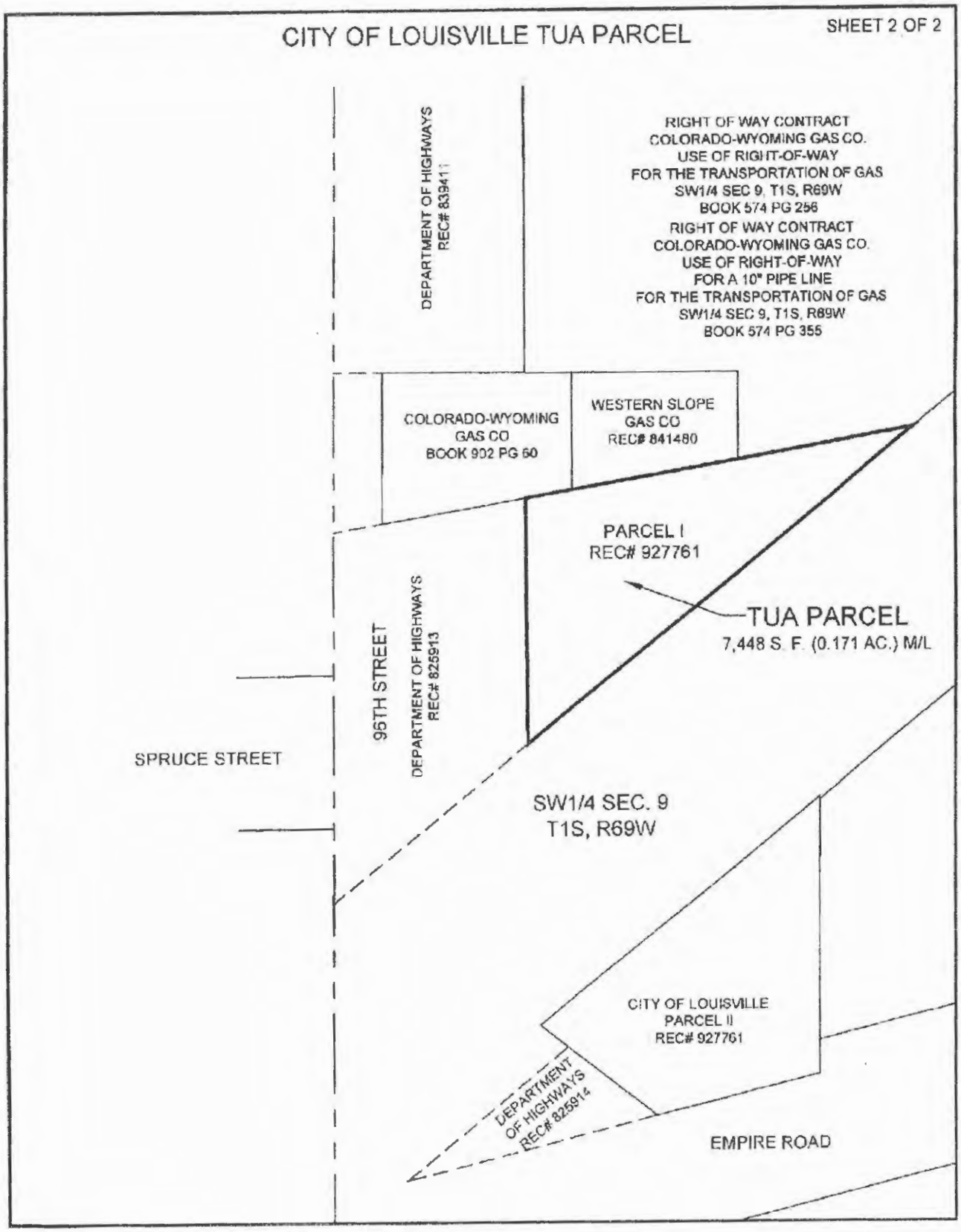
CITY OF LOUISVILLE TUA PARCEL

SHEET 2 OF 2



City of Louisville

COLORADO • SINCE 1878

City Manager's Report
March 17, 2015

CITY OF LOUISVILLE
EXPENDITURE APPROVALS $25,000.00 - $49,999.99
FEBRUARY 2015

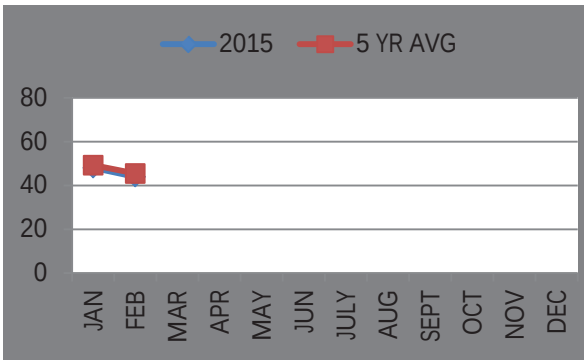
DATE	P.O. #	VENDOR	DESCRIPTION	AMOUNT
2/3/2015	92023	Dellenbach Chevrolet Inc.	Chevy Silverado 3/4 Ton Truck with Plow Package State bid pricing used to purchase this truck for the Coal Creek Golf Course.	$35,001.00

PUBLIC WORKS MONTHLY REPORT FOR FEBRUARY 2015

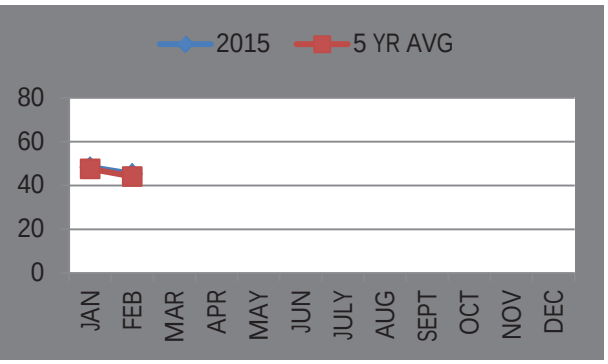
The mission of the Public Works Department is to provide high-quality, cost effective service to both our internal and external customers. The following are highlights of activities performed by the various divisions of the Public Works Department during the month of February 2015.

DIVISION ACTIVITIES/STATISTICS:

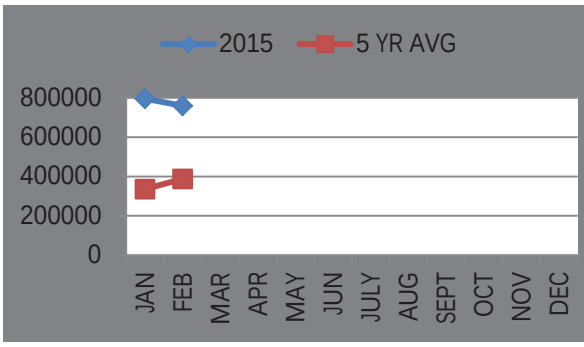
WASTEWATER PLANT DIVISION



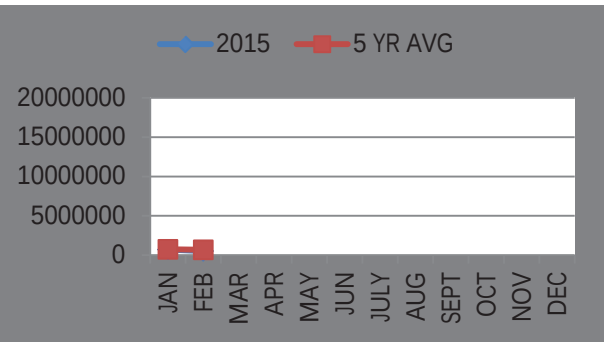
Influent Total Monthly Flow in MG



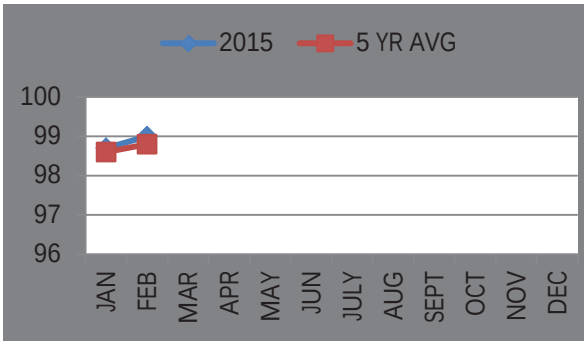
Effluent Total Monthly Flow in MG



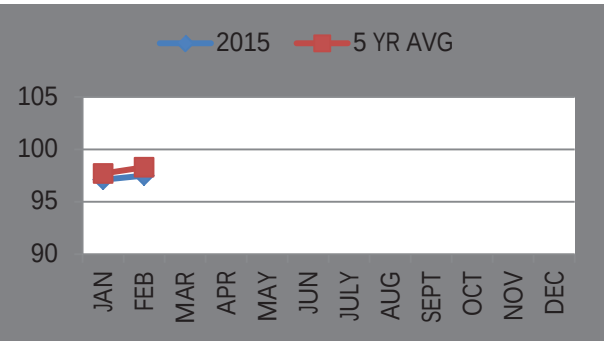
Potable Water Usage in Gallons



Reuse Flow in Gallons

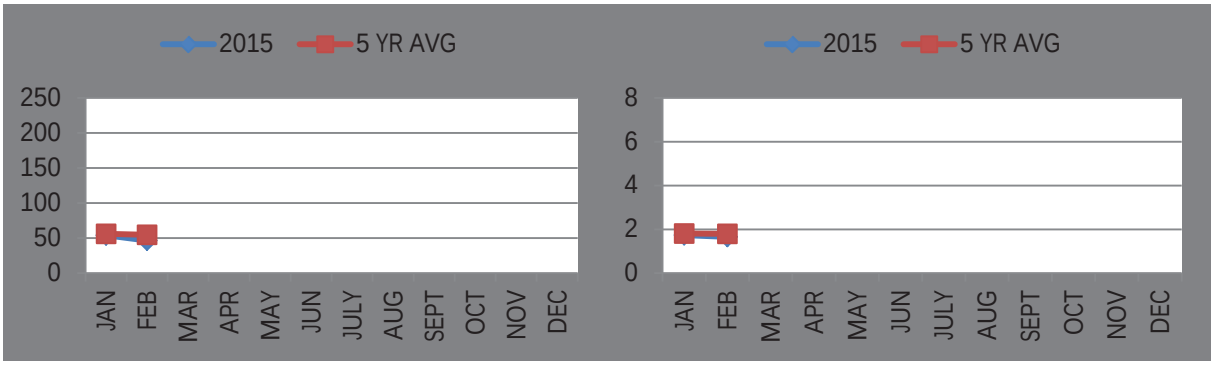


Average % BOD Removal



Average % TSS Removal

WATER PLANT DIVISION



Monthly Plant Production in MG **Average Daily Productions in MG/Day**

Total Production Year to Date – 309.16 Acre Feet
Million Gallons 100.76

RAW WATER REPORT

Windy Gap Firming Project – The U.S. Bureau of Reclamation, Northern Water and its Municipal Subdistrict signed a new Windy Gap carriage contract. The U.S. Bureau of Reclamation issued a Record of Decision for the Project, enabling continued progress to design and construct Chimney Hollow Reservoir.

ENGINEERING DIVISION

Base Services

1. Staff is coordinating with Parks and Urban Drainage and Flood Control District on the Coal Creek Trail project finalizing the trail under the BNSF bridge with Urban Drainage. Work will begin on March 2nd.
2. Staff is coordinating the common sense drainage improvements at the golf course with the contractor
3. Issued eleven (11) Right-of-way/Overlot Grading Permits.

Development Projects

Public Works reviewed PUD referrals, civil plans, landscape plans, drainage reports and completed inspections for the following projects:

- North End Block 10, 2nd Replat – *Approved Civil Plans*
- Hutchinson Corner – *Comments sent on Construction Plan Submittal and held preconstruction meeting.*
- DELO Phase 1 & 1A –*Material submittals and private storm feeder modifications reviewed.*
- DELO Plaza 2nd Review – *Plat/PUD comments issued to Planning*.
- 1960 Cherry Street – *Reviewed submittal, approved utility easement and issued approval.*
- Xcel SH42 Gas Main Realignment – *Approved SWMP.*
- Howard Berry Water Treatment Plan 2nd Review – *Reviewed and comments sent to Planning..*

Capital Projects

1. 2014 Louisville Lateral Project –Contractor completed all work except seeding.
2. Dillon Rd & St. Andrews Traffic Signal Installation was awarded to Interface Inc.
3. 2015 Pavement Booster project was advertised for bid.
4. 2015 Utility Project – Commenced surveying and initial design.
5. Stormwater Master Plan - JVA, Inc. continues to work on the first phase of the project. A Public Meeting is scheduled for April 8th.

County Road Bridge Design

Met with CDOT for a Field Inspection Review Meeting

Dillon Road Bridge Repair Design

Met with CDOT for a Field Inspection Review and Final Office Review Meeting

Lafayette – Louisville Boundary Area Drainage Improvements (Formerly A-2)

The project team has submitted the 90 percent drawings in late February. The project has been submitted to the Boulder County Land Use permitting in February as well. Staff is attending a biweekly design progress meeting with Lafayette, Urban Drainage and the consultant. The team is also coordinating with developer for DELO and the wastewater treatment plant project to coordinate timelines and project information.

Water Conservation Plan – The draft plan has been approved by the Colorado Water Conservation Board and was adopted by City Council on March 3rd, 2015.

Wastewater Treatment Plant Design – The design is being finalized due to some last minute changes. The Plat and PUD were approved by the Planning Commission and City Council, and Dewberry has been retained for construction management services. The project is scheduled to be bid in mid-March of 2015.

Louisville/Superior Interconnect – The design is at 60% with the final alignment identified.

South Plant Sludge Drying Beds – The project design is finalized and will be advertised in early March. The Plat and PUD were approved by the Planning Commission in February.

Eldorado Springs Raw Water Intake Design – The project is nearing 100% design and staff is working on approvals from the Colorado State Parks and FEMA.

Miscellaneous

1. Staff attended coordination meetings with KICP.
2. Staff is continuing their efforts on updating the Design and Construction Standards.
3. Staff continues its review of the new CDPHE Stormwater MS4 permit and coordinating with KICP for issuance of comments.
4. Staff attended a preconstruction conference and safety training for the Xcel High Pressure Gas Main Replacement Project.

Inspections were performed at:

- 2015 Utility Project
- North End Phase II
- North End Block 10
- DELO
- 389 Lafayette St
- 631 Johnson St.
- 16" Raw Waterline US36 Widening

Facilities Project Summary – February 2015

Project	Status	Remark
CH Sprinkler	95% complete	Full coverage fire sprinkler & inert gas for IT room
Museum - Tomeo House Cellar Door	In progress	Improve access to basement and keep animals out
Library entrance drain	Substantially complete	Prevent flooding and icing
New City Services	Superstructure in progress	Attending weekly meetings and reviewing submittals
South water plant pre-treatment room HVAC replacement	Creating specification and bid package	replacement
Golf Course Clubhouse HVAC replacement	Creating specification and bid package	replacement
North water plant flooring replacement	Requesting bids	Vinyl and carpet replacement
Recreation Center Racquetball lighting – north court	Refreshing bids	LED lighting for court with motion sensor – south court complete
City Hall HVAC screening	Creating scope of work to repair	Original structure not holding up to sun and wind.

A picture is worth a thousand words…..

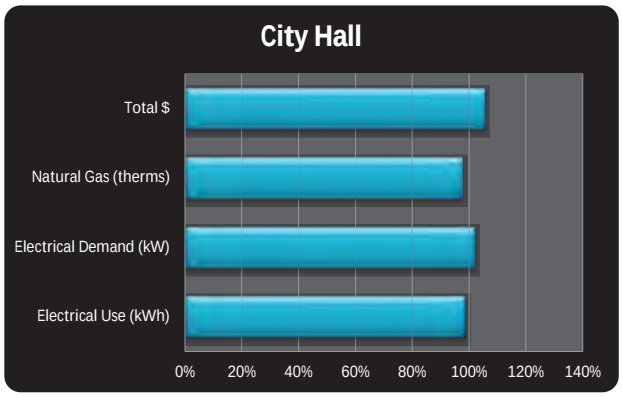
City Hall HVAC screening in need of repair

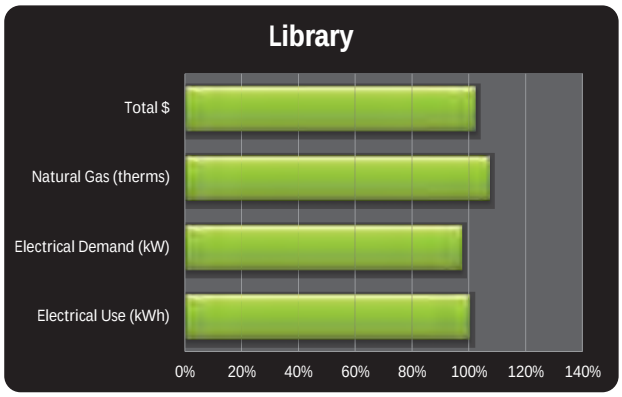
Tomeo House basement stairs

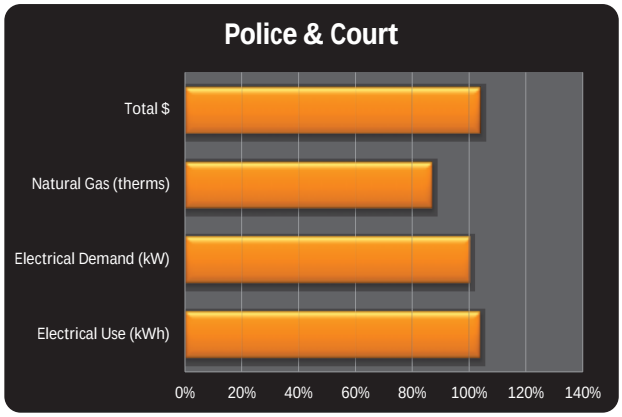
Energy Dashboard
2014 Summary

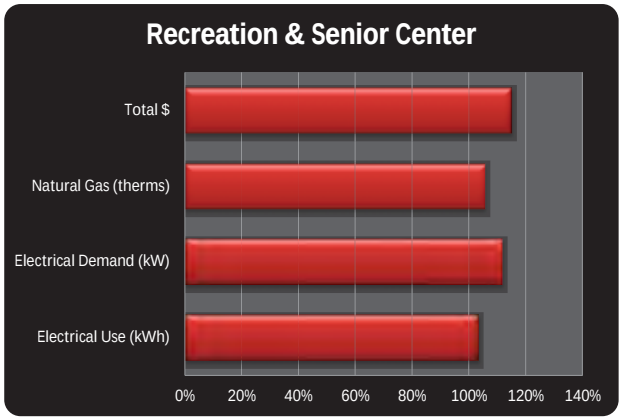
Overall energy consumption for 2014 was up 1% compared to 2013 and total energy costs are up 9% compared to 2013. Solar PV represents 7% of the total electrical energy consumption. Degree day heating loads for the year were 2% greater than the previous five year average and degree day cooling loads were 15% less than the previous five year average.

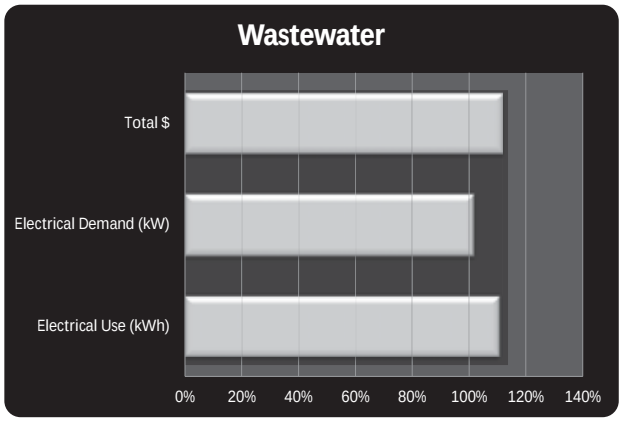
Site Reports - 2014 vs. 2013

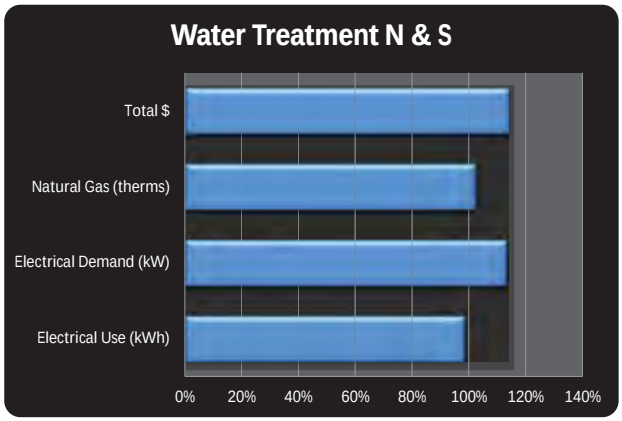


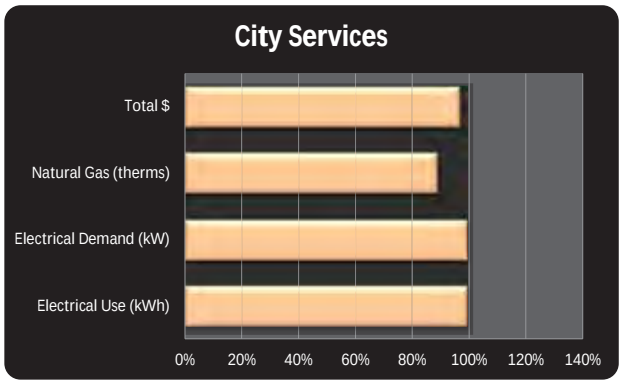


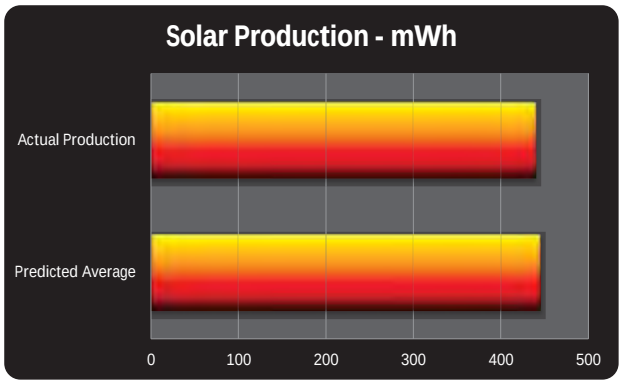






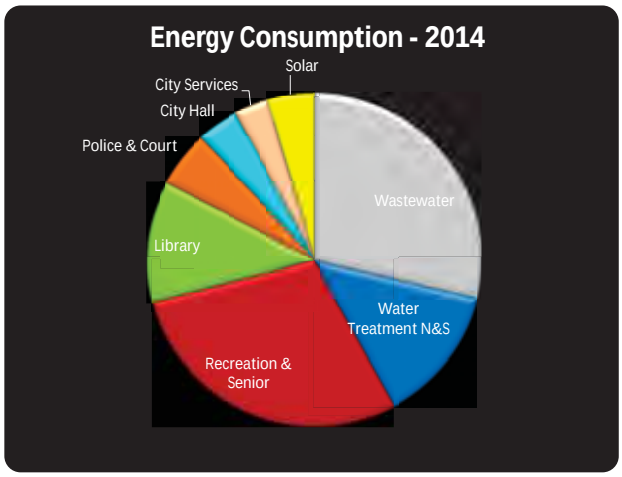


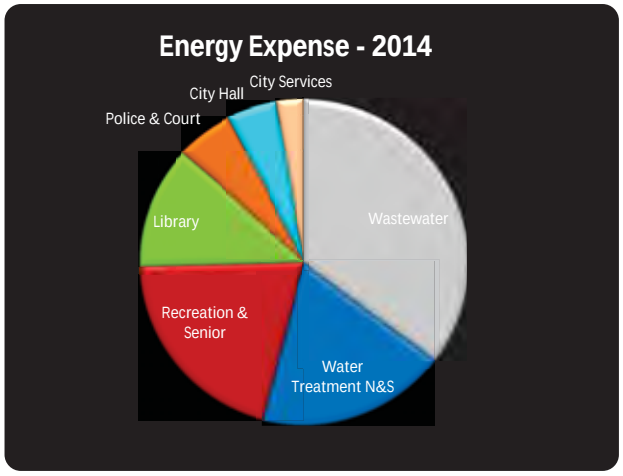


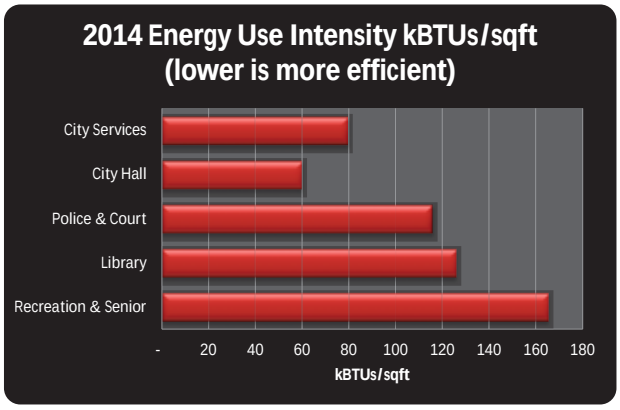


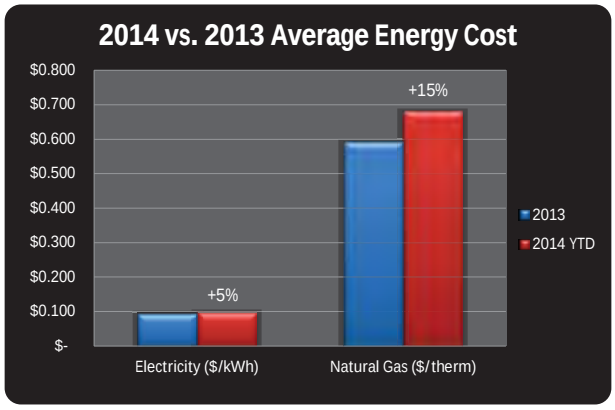
Louisville Energy Totals

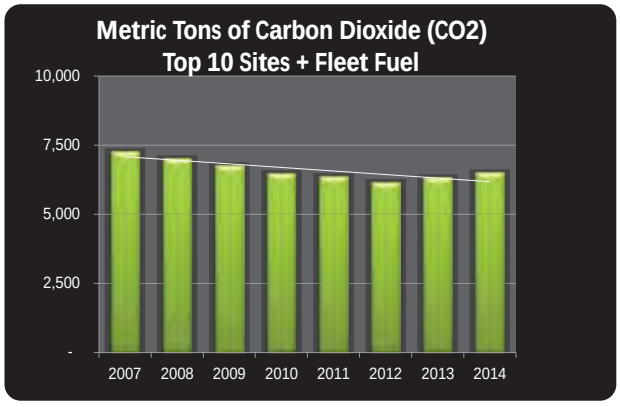
Energy consumption & expense totals include both electrical and natural gas

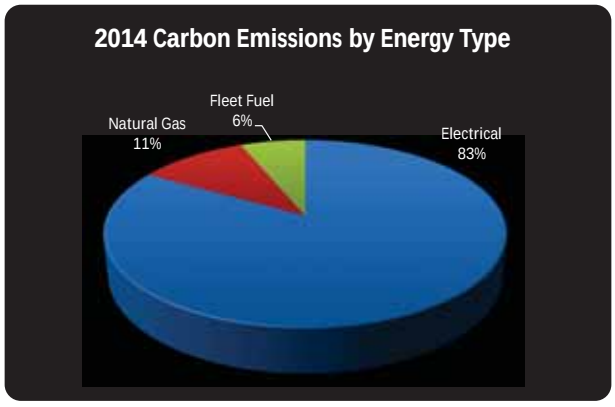












Please contact Facilities if you have any questions or comments.

City of Louisville
COLORADO • SINCE 1878

Public Works Operations
Monthly Report for February 2015

In February, the Operations Division performed the following tasks:

218	Work orders completed
242	Utility locations
190	Pothole(s) repaired
128	Lane miles swept
6,474	Miles of snow plowed
0	Gallons of magnesium chloride applied for de-icing
419	Tons ice slicer used for de-icing
5	Signs repaired or replaced
10	Dump truck loads hauled to landfill
	Dump truck loads of asphalt to recycle
0.00	Feet of sewer line TV'ed this month
0.00	Tons of Salt & Sand Mix used for de-icing
3,576.54	Feet of sewer line cleaning this month
3,553.67	Feet of sewer line root & grease cutting (Quarterly)
43,873.37	Total feet cleaned & cut for 2015
0	Install signs - non TCO
0	Traffic Control Orders (TCO) completed
0	New water meter(s) installed
2	Water meter(s) repaired or replaced
0	Emergency sewer backup response

Work performed for Utility Billing:

6,964	Water meters read
66	Door tags hung
52	Consumption check / 0 usage
37	Re-reads and finals
2	Delinquent water turn off / on

In addition to general maintenance tasks the crew typically perform, the Division also completed these special projects:

The Operations Department continued Valve Exercising for the HIGH Zone in February 2015.

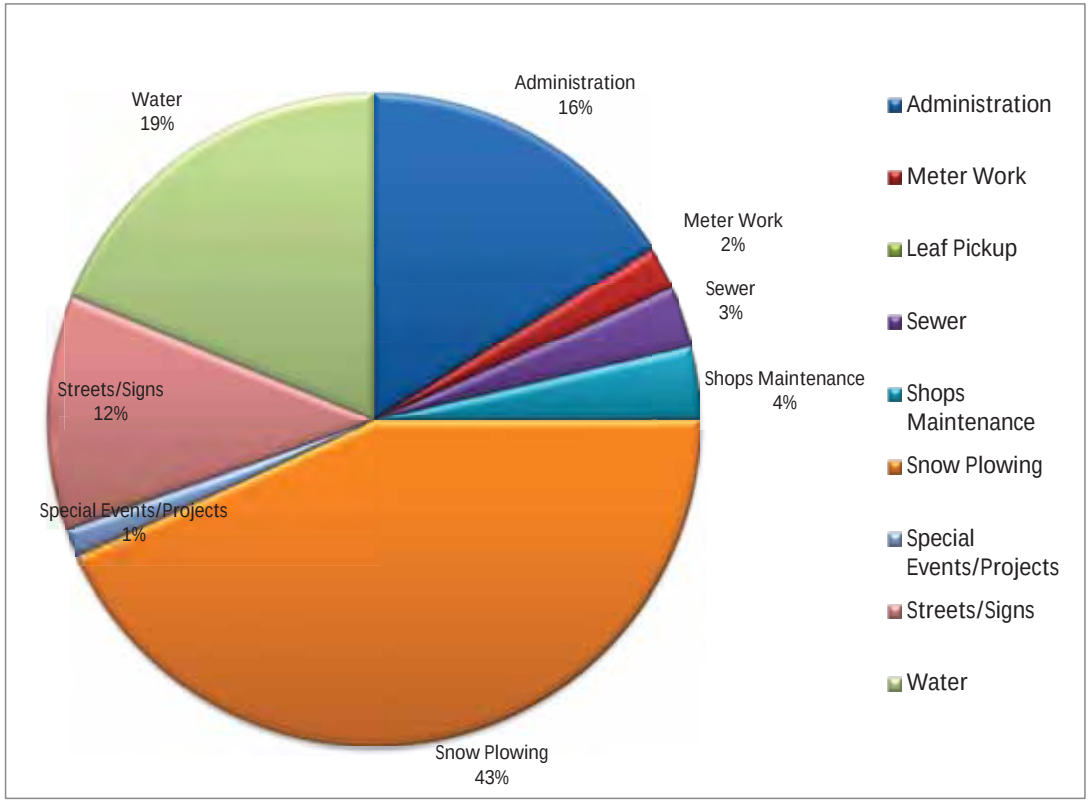
Snow Removal as well as Plowing & Sanding requests & De-Icing requests were a priority this month.

Type of Work	Total Hours
Administration	310.50
Meter Work	40.50
Leaf Pickup	-
Sewer	57.50
Shops Maintenance	70.00
Snow Plowing	826.00
Special Events/Projects	27.00
Streets/Signs	223.00
Water	360.00
Storm Water	16.50
Fleet Maintenance	384.00
Total Manhours:	**2,315.00**

Total On/Call & Overtime Hours:	**423.50**
Total Paid Leave Hours:	**98.25**

Grand Total:	*Manhours:*	*2315.00*
	OT/On-Call:	*423.50*
	Paid Leave:	*98.25*
		2836.75

Total Hours from Timesheets:	**2819.75**
Total Unaccounted Hours:	**-17**
Total Unaccounted Percent:	**-1%**



LOUISVILLE PUBLIC LIBRARY
GO ANYWHERE FROM HERE

Louisville Historical Museum Report
2014 Overview

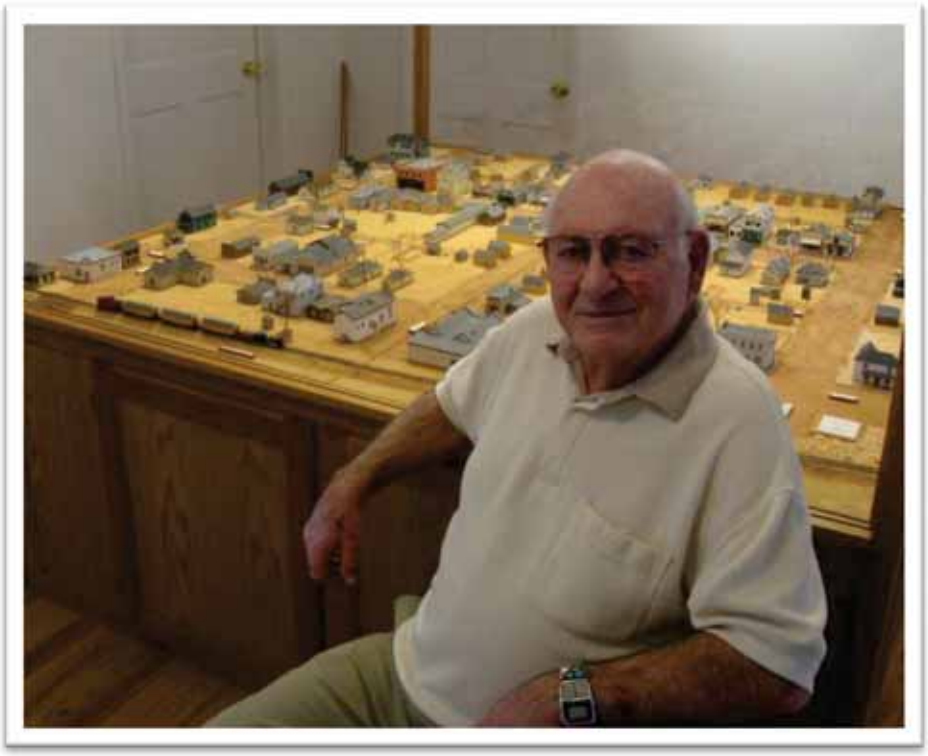
Visitor & Program Attendance

VISITORS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
in Museum	134	124	231	98	274	284	192	224	248	536	275	261	**2881**
at Programs	30	0	60	51	0	74	20	33	54	0	0	30	**352**

Items Processed

ITEMS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
Catalogued	74	89	3	46	65	1033	905	444	242	231	100	21	**2130**
Older Records Standardized	0	0	0	0	0	0	313	381	207	160	97	3	**1161**
Online Public Access											1294	151	**1445**

Public Access to Museum Collections



The replica of 1900 Louisville, created by Dick DelPizzo (pictured here), opened to the public in October, 2014. Many residents have come to view the replica, on display in the Museum's Jordinelli House, helping boost Museum visitors by 23% over 2013.

LOUISVILLE MUNICIPAL COURT MONTHLY COURT REPORT 2015

TRAFFIC VIOLATIONS	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YTD 2015	YTD 2014
0 POINT VIOLATIONS	1	0											1	0
1 POINT VIOLATIONS	1	1											2	4
2 POINT VIOLATIONS	3	1											4	8
3 POINT VIOLATIONS	15	7											22	19
4 POINT VIOLATIONS	33	27											60	74
6 POINT VIOLATIONS	2	0											2	0
8 POINT VIOLATIONS	0	0											0	0
12 POINT VIOLATIONS	0	0											0	0
SUB TOTALS	55	36	0	0	0	0	0	0	0	0	0	0	91	105
SPEED VIOLATIONS														
1 POINT VIOLATIONS	0	2											2	9
4 POINT VIOLATIONS	20	33											53	83
6 POINT VIOLATIONS	3	4											7	15
12 POINT VIOLATIONS	0	0											0	0
SUB TOTALS	23	39	0	0	0	0	0	0	0	0	0	0	62	107
PARKING VIOLATIONS														
PARKING	53	24											77	13
PARKING/FIRE LANE	0	1											1	0
PARKING/HANDICAPPED	1	2											3	3
SUB TOTALS	54	27	0	0	0	0	0	0	0	0	0	0	81	16
CODE VIOLATIONS														
BARKING DOGS	0	1											1	4
DOG AT LARGE	0	0											0	1
WEEDS/SNOW REMOVA	0	0											0	1
JUNK ACCUMULATION	0	1											1	0
FAILURE TO APPEAR	2	3											5	4
RESISTING AN OFFICER	0	0											0	0
DISORDERLY CONDUCT	0	0											0	0
ASSAULT	0	0											0	0
DISTURBING THE PEACE	0	0											0	1
THEFT	0	0											0	0
SHOPLIFTING	0	3											3	2
TRESPASSING	0	0											0	1
HARASSMENT	0	0											0	1
MISC CODE VIOLATIONS	4	2											6	2
SUB TOTALS	6	10	0	0	0	0	0	0	0	0	0	0	16	17
TOTAL VIOLATIONS	138	112	0	0	0	0	0	0	0	0	0	0	250	245
CASES HANDLED														
GUILTY PLEAS	70	33											103	37
CHARGES DISMISSED	12	18											30	30
*MAIL IN PLEA BARGAIN	30	33											63	137
AMD CHARGES IN COUR	26	26											52	40
DEF/SUSP SENTENCE	0	2											2	2
TOTAL FINES COLLECTE	$ 9,597.00	$ 9,370.00											$ 18,967.00	$ 24,740.00
COUNTY DUI FINES	$ 1,669.26	$2,286.34											$ 3,955.60	$ 2,176.23
TOTAL REVENUE	$ 11,266.26	$ 11,656.34	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 22,922.60	$ 26,916.23

CITY COUNCIL COMMUNICATION
AGENDA ITEM 8A

SUBJECT: **BOULDER COUNTY ANNEXATION AND ZONING FOR 245 NORTH 96TH STREET – Continued from 03/03/2015**

1. **ORDINANCE NO. 1679, SERIES 2015, AN ORDINANCE APPROVING AN ANNEXATION, KNOWN AS THE 245 NORTH 96TH STREET ANNEXATION TO THE CITY OF LOUISVILLE, COLORADO – 2nd Reading – Public Hearing (Advertised *Daily Camera* 02/22/2015)**

2. **ORDINANCE NO. 1680, SERIES 2015, AN ORDINANCE ZONING AS PLANNED COMMUNITY ZONE DISTRICT - COMMERCIAL / RESIDENTIAL (PCZD – C/R) CERTAIN PROPERTY ANNEXED INTO THE CITY OF LOUISVILLE AND KNOWN AS THE 245 NORTH 96TH STREET ANNEXATION – 2nd Reading – Public Hearing (Advertised *Daily Camera* 02/22/2015)**

3. **RESOLUTION NO. 13, SERIES 2015, A RESOLUTION APPROVING AN ANNEXATION AGREEMENT FOR THE 245 NORTH 96TH STREET ANNEXATION**

DATE: **MARCH 17, 2015**

PRESENTED BY: **TROY RUSS, AICP, PLANNING AND BUILDING SAFETY**

UPDATE:
The information in this Council Communication is the same as the March 3rd Council Communication except for the following:

1) Annexation Agreement (Resolution 13, Series 2015) - Staff continued negotiations with BCHA staff and have included for City Council consideration an updated Annexation Agreement. The key changes are the following:

   a. *Affordable Units and Age-Restricted* – No less than 80% of the total residential units shall be affordable (at or below 60% of the area median income ("AMI")), and of those no less than sixty (60) of those units will be age-restricted (55-years of age or older). If the maximum number of units allowed under the proposed zoning is actually developed on the property (231 units), a minimum of 185 will be affordable and no less than 60 will be age-restricted.

   b. *Condition of Annexation and Zoning* – The updated Annexation Agreement ties the affordable housing, age-restricted housing, and local preferences to the zoning and General Development Plan (GDP). In the event the County needs to sell the property prior to development, the GDP will include a note stating the property's zoning is tied to the terms and conditions of the Annexation Agreement.

2) Added conditions for zoning approval – As stated above, staff recommends a condition of approval be added, prior to recording of the documents, stating, "*The Applicant shall revise the General Development Plan (GDP) prior to recording to include a provision stating that no less than eighty percent (80%) of the total amount of all residential units developed on the Property shall be developed as affordable units at or below 60% of the area median income ("AMI"), and that at least 60 of the affordable units shall be age-restricted for occupancy by persons 55 or older, all as further provided in the Annexation Agreement."*

   In addition, staff recommends adding a second condition of approval prohibiting Use Group #12, in Section 17.72.090(b) - automobile service stations - within the Planning Area A. Staff chose to add this condition, with the applicant's consent, because automobile related land uses present challenges in assuring compatibility with adjacent residential uses.

3) Benefits of Affordable Housing – While the Comprehensive Plan outlines a principle and policies related to affordable housing in Louisville, it does not document specific potential benefits additional affordable housing would bring to the City of Louisville. Key opportunities include:

1) Serving Residents in Need - There is a significant shortage of affordable and senior friendly housing units in Louisville and Boulder County. According to the BCHA, Louisville's vacancy rate is 3.3%. The median home sales price in Louisville is $389,000 and the median household income is $43,000. 25% of Louisville residents are renting, where 46% of the renters are cost burdened (over 30% of income goes toward housing). Rents in Louisville have increased 42% since 2011. The average rent in Louisville is $2,280.

2) Diversifying Louisville Workforce - The Business Retention and Development Committee conducts retention visits to employers throughout Louisville every month. A common theme over the last year includes Louisville's emerging shortage of low wage workers. Both local access to affordable housing and affordable transportation are critical to the City's economic retention and development strategies.

3) Transportation Demand – Louisville maintains a strong jobs-to-population balance, with nearly 12,000 employees and approximately 19,000 residents. Typically, a strong balance shortens vehicle trips and lowers overall transportation demand through increased use of alternative modes (transit, walking, and bicycling) of travel. Only 10% of Louisville's employment base lives in Louisville. Building more affordable housing units should be a key transportation strategy for Louisville because living where one works would result in fewer and shorter trips on the transportation system.

4) Family Friendly and Multi-generational – A more diversified housing stock in terms of affordability and product type will enable more Louisville residents to stay in Louisville, closer to their families. More young adults leaving home could stay in, or return to, Louisville. Aging Louisville residents interested in downsizing their homes could have better chances to remain in Louisville with more affordable housing units. More affordable and age-restricted housing units will improve Louisville's small town family friendly atmosphere by enabling more multi-generational housing opportunities.

SUMMARY:

The landowner, Boulder County Housing Authority, has petitioned the City of Louisville to approve a voluntary annexation of approximately 13.404 acres locally known as the Alkonis Property. The Housing Authority is requesting zoning of Planned Community Zone District – Commercial/Residential (PCZD-C/R) for the annexation and proposes to develop affordable senior housing, affordable multi-family housing, single family households, an art center and other uses permitted within the City's PCZD regulations. Approving this application would enable the Housing Authority to far exceed the required 15 new units of affordable housing in the City, as stated in the Intergovernmental Agreement between the City and the Housing Authority, and build up to 185 affordable units with no less 60 age restricted.

The Louisville Municipal Code (LMC) specifies a property must be a minimum of 30 acres in size to be zoned PCZD. However, Section 17.72.020.B also states, *"An area of less than 30 contiguous acres under one ownership may be added to an existing planned community zone district; provided that such area is contiguous to such planned community zone district and is first included in the planned community general development plan by way of amendment of such plan."* In accordance with this provision, the Housing Authority proposes an amendment to the Takoda General Development Plan (GDP) to establish the zoning for the annexation. The Takoda GDP adjoins the proposed annexation to the west. No authorization is required by the previous signatories of the Takoda GDP.

REQUEST:
On February 17th City Council found the Boulder County Housing Authority's voluntary annexation request met the requirements of Sections 31-12-104 and 31-12-105 of the Colorado Revise Statues (C.R.S.) and is eligible for annexation in Louisville. The purpose of this City Council hearing is threefold:

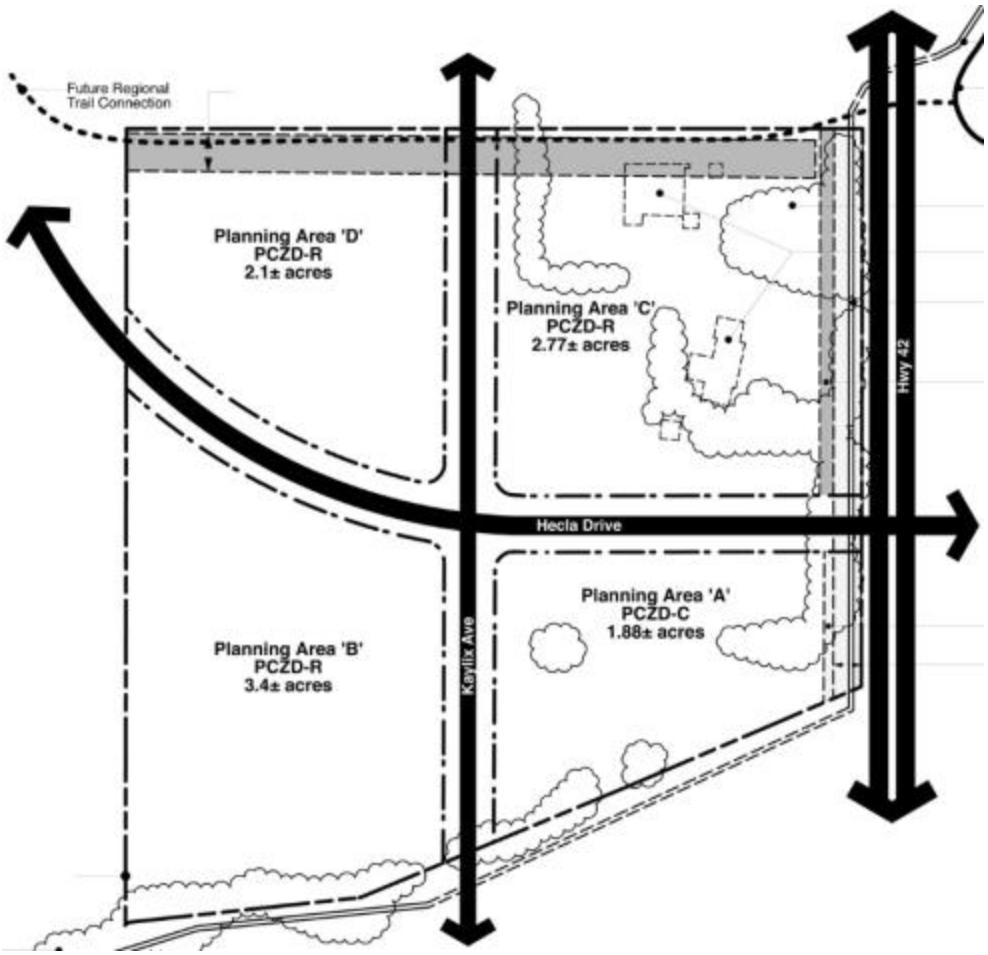
1. Consider the proposed annexation (Ordinance No. 1679, Series 2015) on 2nd reading;

2. Consider the requested initial zoning of PCZD-C/R (Ordinance No. 1680, Series 2015) on 2nd reading; and,

3. Consider a revised annexation agreement between the City and the Boulder County Housing Authority.

ANNEXATION AND INITIAL ZONING

The Housing Authority is requesting initial zoning and land use entitlements to develop up to 231 affordable senior housing, affordable multi-family housing, and single family units as well as 18,406 square feet of commercial development. The proposed development would consist of four planning areas (as shown below).



- ***Planning Area A***, in the southeast quadrant of the development would have a mix of commercial development (18,406 sf), including dedicated community uses such as an Arts Center, and up to 28 live-work units. Staff is recommending, with applicant consent, to prohibit Use Group #12, in Section 17.72.090(b) - automobile service stations - within the Planning Area A.
- ***Planning Area B***, in the southwest quadrant would contain up to 103 senior and multi-family apartment units.
- ***Planning Area C***, in the northeast portion of the project would have up to 69 multi-family apartment units.
- ***Planning Area D***, located in the northwest quadrant would have 31 dwelling units, consisting of 7 apartment units and 24 single-family dwellings.

STAFF ANALYSIS

Staff examined the annexation and zoning application for compatibility with: Chapters 16.32 (Annexation Standards) in the LMC; the City's Comprehensive Plan; existing

Intergovernmental Agreements; the City's Zoning Map, and Chapter 17.72 (Planned Community Zone District Regulations) in the LMC.

Comprehensive Plan
The 2013 Louisville Comprehensive Plan has two primary components guiding the direction and implementation of the City's 20-year vision this specific annexation and zoning request should support. The first component is the Vision Statement and Core Community Values. The second component is the Framework Plan.

Louisville's Vision Statement and Core Community Values (shown below) define how the City sees itself and identify the key characteristics that should be carried into the future.

2013 Comprehensive Plan - Vision Statement and Core Community Values
"Established in 1878, the City of Louisville is an inclusive, family-friendly community that manages its continued growth by blending a forward-thinking outlook with a small-town atmosphere which engages its citizenry and provides a walkable community form that enables social interaction. The City strives to preserve and enhance the high quality of life it offers to those who live, work, and spend time in the community. Louisville retains connections to the City's modest mining and agricultural beginnings while continuing to transform into one of the most livable, innovative, and economically diverse communities in the United States. The structure and operation of the City will ensure an open and responsive government which integrates regional cooperation and citizen volunteerism with a broad range of high-quality and cost-effective services."

We Value…

A Sense of Community *... where residents, property owners, business owners, and visitors feel a connection to Louisville and to each other, and where the City's character, physical form and accessible government contribute to a citizenry that is actively involved in the decision-making process to meet their individual and collective needs.*

Our Livable Small Town Feel *... where the City's size, scale, and land use mixture and government's high-quality customer service encourage personal and commercial interactions.*

A Healthy, Vibrant, and Sustainable Economy *. . . where the City understands and appreciates the trust our residents, property owners, and business owners place in it when they invest in Louisville, and where the City is committed to a strong and supportive business climate which fosters a healthy and vibrant local and regional economy for today and for the future.*

A Connection to the City's Heritage *... where the City recognizes, values, and encourages the promotion and preservation of our history and cultural heritage, particularly our mining and agricultural past.*

Sustainable Practices for the Economy, Community, and the Environment *... where we challenge our government, residents, property owners, and our business owners to be innovative with sustainable practices so the needs of today are met without compromising the needs of future generations.*

Unique Commercial Areas and Distinctive Neighborhoods *... where the City is committed to recognizing the diversity of Louisville's commercial areas and neighborhoods by establishing customized policies and tools to ensure that each maintains its individual character, economic vitality, and livable structure.*

A Balanced Transportation System *... where the City desires to make motorists, transit customers, bicyclists and pedestrians of all ages and abilities partners in mobility, and where the City intends to create and maintain a multimodal transportation system to ensure that each user can move in ways that contribute to the economic prosperity, public health, and exceptional quality of life in the City.*

Families and Individuals *... where the City accommodates the needs of all individuals in all stages of life through our parks, trails, and roadway design, our City services, and City regulations to ensure they provide an environment which accommodates individual mobility needs, quality of life goals, and housing options.*

Integrated Open Space and Trail Networks *... where the City appreciates, manages and preserves the natural environment for community benefit, including its ecological diversity, its outstanding views, clear-cut boundaries, and the interconnected, integrated trail network which makes all parts of the City accessible.*

Safe Neighborhoods *... where the City ensures our policies and actions maintain safe, thriving and livable neighborhoods so residents of all ages experience a strong sense of community and personal security.*

Ecological Diversity *... where the City, through its management of parks and open space and its development and landscape regulations, promotes biodiversity by ensuring a healthy and resilient natural environment, robust plant life and diverse habitats.*

Excellence in Education and Lifelong learning *... where the City allocates the appropriate resources to our library services and cultural assets and where the City actively participates with our regional partners to foster the region's educational excellence and create a culture of lifelong learning within the City and Boulder County.*

Civic Participation and Volunteerism *... where the City engages, empowers, and encourages its citizens to think creatively, to volunteer and to participate in community discussions and decisions through open dialogue, respectful discussions, and responsive action.*

Open, Efficient and Fiscally Responsible Government *... where the City government is approachable, transparent, and ethical, and our management of fiscal resources is accountable, trustworthy, and prudent.*

Many of the values described above are abstract and difficult to quantify at the zoning level. For this reason, it would be more effective to evaluate the compatibility of this project with the Core Community Values during the Planned Unit Development review. That said, this annexation and zoning application request appears consistent with the Comprehensive Plan Vision Statement and Core Community Values.

In contrast to the broader Vision and Values, the Framework Plan and its supporting principles and policies described below are more measurable and therefore more suitable with which to evaluate compliance of the annexation and zoning submittal. In this respect, staff believes this annexation and zoning application is compatible with the Comprehensive Plan Framework and supporting principles and polices. The analysis is below.

<u>Character Zones and Street Network</u>
The proposed GDP permits land uses, development densities, and a street network compatible with the expectations documented in the 2013 Comprehensive Plan. The graphic below illustrates how the proposed GDP is subdivided to match the expectations documented in the Comprehensive Plan.

The proposed street network matches the Comprehensive Plan, the North Louisville Small Area Plan, and the Hwy 42 Corridor Plan. The proposal continues Hecla Drive from Hwy. 42, near Balfour Senior Living and extends northwest through the proposed annexation to Hecla Drive in Steel Ranch. Also, the proposed GDP extends Kalix Avenue from South Boulder Road to Paschal Avenue in Steel Ranch, creating a parallel roadway to Hwy. 42. The proposed street network divides the requested annexation into four quadrants.

Planning Area A

The Comprehensive Plan designates Planning Area A part of the Hwy. 42 and South Boulder Road urban center. The Comprehensive Plan suggests the Hwy 42 and South Boulder Road urban center allow a mix of fiscally positive land uses identified in both Sections 17.72.080 (Residential) and 17.72.090 (commercial and office) in the LMC. The Comprehensive Plan suggests a density range averaging 1.0 Floor Area Ratio (FAR) for commercial development, and up to 30 units per acre for residential. The applicant's request for Planning Area A complies with the suggested land uses and densities in the Comprehensive Plan. However, based on the fiscal analysis presented below, Planning Area A may not meet the Comprehensive Plan's fiscal performance expectations.

The proposed GDP provides a mix of land uses consistent with the suggested land use mix in the Comprehensive Plan's urban center. However, the fiscal impact of the actual

land use mix may vary significantly depending on what is actually constructed. If, as suggested by the applicant, a nonprofit Arts Center occupies most of the proposed commercial development in the GDP, the Fiscal Model suggests Planning Area A will have a negative fiscal return. However, if the proposed commercial development in the GDP is constructed as traditional retail, the fiscal performance of Planning Area A would likely be positive. That said, based on market trends, there are no guarantees a retail land use would actually be constructed or be successful in this location.

Planning Area 'A': PCZD-C/R

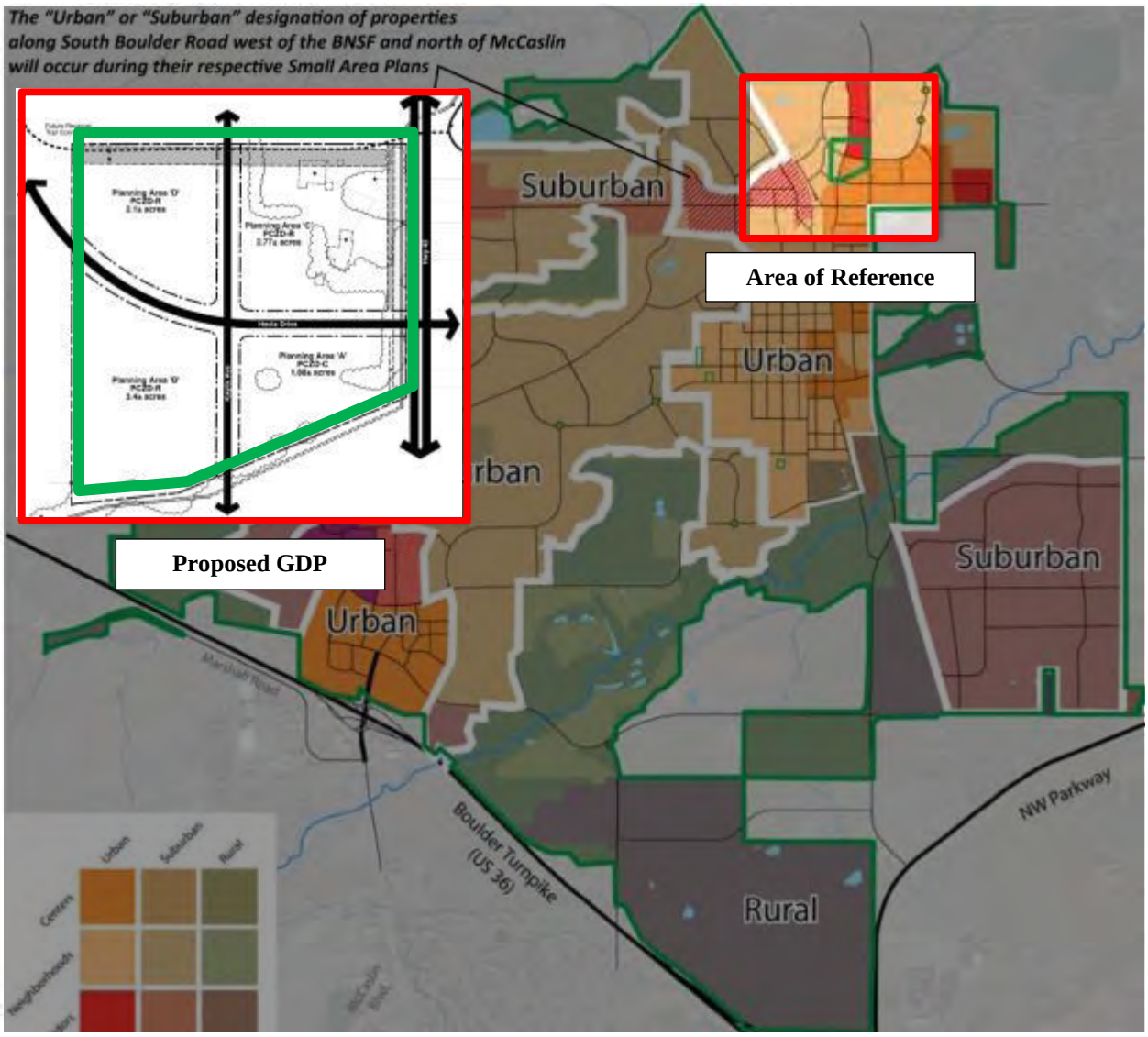
Allowed Uses: per section 17.72.090	
Maximum F.A.R.:	1.0
Maximum Floor Area Allowed (1.88 Acres):	83,202 sf [1]
Commercial Floor Area:	18,406± sf[2]
Dwelling Units (included in F.A.R.):	28 units[2]
Maximum Residential Density for 1.88 Acres:	15 Dwelling Units / Acre
Minimum Public Use Areas (12%):	0.23 Acres

Planning Area B

The Comprehensive Plan designates Planning Area B of the proposed annexation as an urban neighborhood of Hwy 42 and South Boulder Road. The Comprehensive Plan suggests land uses within a neighborhood match the land uses allowed in Section 17.72.080 (Residential) and densities match adjacent neighborhood densities. The 103 units proposed in Planning Area B , if approved, would yield a density of 30 units an acre, consistent with what is constructed in the adjacent North Main Apartments and Christopher Village.

Planning Area 'B': PCZD-R

Allowed Uses: per section 17.72.080	
Units:	103 Dwelling Units
Maximum Density for 3.44 Acres:	30 Dwelling Units / Acre
Minimum Public Use Areas (15%):	0.52 Acres



2013 Framework Plan

Planning Area C

The Comprehensive Plan designates Planning Area C part of the Hwy. 42 urban corridor. The Comprehensive Plan suggests the Hwy 42 urban corridor allow a mix of fiscally positive land uses identified in both Sections 17.72.080 (residential) and 17.72.090 (commercial and office) in the LMC. The maximum density suggested for the Hwy. 42 corridor may be up to a 1.0 FAR for properties fronting Hwy 42 and .5 FAR for properties away from Hwy. 42. Residential densities for the corridor may be up to 25 units per acre. The applicant's proposal for Planning Area C, 69 residential units, yields a density of 25 units an acre, and complies with the suggested land uses and densities listed in the Comprehensive Plan. However, based on the fiscal analysis (see more detail below), Planning Area C would not meet the Comprehensive Plan's fiscal performance expectations for the Hwy. 42 urban corridor.

The requested GDP identifies only residential development for Planning Area C. While allowed within the suggested land use mix of an urban corridor in the Comprehensive Plan, the lack of commercial development in the proposed GDP for Planning Area C would, based on the Fiscal Model, result in a negative fiscal return. This is inconsistent with the Comprehensive Plan's expectations for an urban corridor.

Planning Area 'C': PCZD-R

Allowed Uses: per section 17.72.080	
Units:	69 Dwelling Units
Maximum Density for 2.77 Acres:	25 Dwelling Units / Acre
Minimum Public Use Areas (15%):	0.41 Acres

Planning Area D

The Comprehensive Plan designates Planning Area D of the proposed annexation as an urban neighborhood. The Comprehensive Plan suggests land uses within a neighborhood match the land uses allowed in Section 17.72.080 (residential) and densities match adjacent neighborhood densities.

The Overlook Townhomes at Steel Ranch are located west of the proposed Planning Area D. The Townhomes have a density of 15 units per acre. The Housing Authority's proposed 31 dwelling units would create a density of 15 units an acre in Planning Area D. This would comply with the suggested land uses and densities in the Comprehensive Plan.

Planning Area 'D': PCZD-R

Allowed Uses: per section 17.72.080	
Units:	31 Dwelling Units
Maximum Density for 2.11 Acres:	15 Dwelling Units / Acre
Minimum Public Use Areas (15%):	0.32 Acres

Housing Principles and Policies

In addition to the Framework Plan's character zones, the Comprehensive Plan also has supporting principles and policies for other various issues in the City. Specifically, the Comprehensive Plan includes a section of the Framework Plan dedicated to neighborhoods and housing. Principles NH-5 and NH-6 document the City goals for housing in the City of Louisville

PRINCIPLE NH-5. There should be a mix of housing types and pricing to meet changing economic, social, and multi-generational needs of those who reside, and would like to reside, in Louisville.

Policy NH-5.1: Housing should meet the needs of seniors, empty-nesters, disabled, renters, first-time homebuyers and all others by ensuring a variety of housing types, prices, and styles are created and maintained.

Policy NH-5.2: The City should continue to work with Boulder County Housing Authority and others to ensure an adequate supply of affordable housing is available in Louisville.

Policy NH-5.3: Higher density housing should be located primarily in the centers and corridors of the Framework.

Policy NH-5.4: Potential measures to increase housing type and price diversity should be evaluated, including allowing accessory dwelling units in established neighborhoods only if the essential character of the neighborhood can be preserved.

Policy NH-5.5: Regional changes to job and housing markets should continually be evaluated to address regional opportunities and constraints.

Policy NH-5.6: New housing should address defined gaps in the housing market that exist today and into the future.

Policy NH-5.7: The City should define standards for low income and affordable housing units, and consider reducing or waiving building permit and impact fees for all qualifying projects.

PRINCIPLE NH-6. The City should define City-wide goals for affordable and low-income housing through a public process.

Policy NH-6.1: The City should determine to what extent it would like to allow, encourage, or incentivize affordable and low-income housing.

Policy NH-6.2: The City should develop specific and achievable actions to meet the defined goals.

This annexation request, and more specifically this zoning request, do not identify entitlements specific to senior or affordable housing units, and are not applicable to the housing goals stated in the Comprehensive Plan. However, the land owner and applicant, the Boulder County Housing Authority, specializes in the planning, construction, and management of senior and affordable housing projects.

As an alternative to including provisions in the GDP, staff suggests including in the required annexation agreement specific senior and affordable housing objectives to be met by the applicant. The proposed agreement is attached and includes conditions that no less than 80% of the total housing units will be affordable, with at least 60 of those units being age-restricted for people 55 years of age or older.

If City Council adopts these senior and affordable housing development requirements, staff believes the proposed annexation would be compatible with the City's Housing Principle NH-5 and all of its supporting Policies NH-5.1 through NH-5.7.

Yard and Bulk

The proposed yard and bulk standards in the GDP are compatible with those listed in the Comprehensive Plan. The Comprehensive Plan states: *"The urban portions of Louisville are found in the northeast quadrant of the City and are generally more compact and walkable. The majority of the urban development pattern occurred in Louisville prior to 1960. Some urban development patterns have occurred since 2008. The urban areas of the City include: Downtown, Old Town, and the North End / Steel Ranch Subdivisions. Generally, the urban pattern of development includes the following distinguishing design characteristics:*

Streets
- *Interconnected street network (smaller blocks)*
- *Alley / rear loaded properties*
- *Multimodal (Vehicle, pedestrian, bike, transit)*
- *Reduced speeds*
- *Balanced civic and mobility responsibilities*

Parcels
- *Smaller parcels*
- *Building Design and Orientation*

Street Orientation
- *Pedestrian mass, scale, and details*

Civic & Public Infrastructure
- *Integrated*
- *Multi-purpose*
- *Formal landscape*

The Comprehensive Plan also states the following yard and bulk items are compatible with the vision for the Hwy 42 and South Boulder Road urban center and the Hwy 42 urban corridor.

Hwy 42 and South boulder Road Urban Center:

Parking: *On-site private parking associated with a particular use. Allowance for share parking agreements*

Building Height: *2-3 Stories*

Building Form and Design
1. *Ground floor oriented towards the street.*
2. *Ground floor activated with retail and commercial uses and pedestrian scaled development.*
3. *Provide buildings which transition in scale to adjacent neighborhoods.*

Block Length: 300-400 Feet

Hwy 42 Urban Corridor:
Parking: Majority on-site private parking associated with a particular use, with allowance for shared parking agreements.

Building Height: 2-3 Stories
Building Form and Design
1. *Ground floor is oriented towards the Arterial Road and/or a secondary street. Provide buildings which transition in scale and mass to adjacent neighborhoods on the back of the property*

Block Length: 300-400 Feet

The applicant proposes yard and bulk standards consistent with these provisions. There are, however, two items staff wants to highlight for City Council consideration: building heights and setbacks from Hwy 42.

Building Heights:
The applicant proposes building heights in Planning Areas A and B to be 50-feet in height. The Comprehensive Plan defines building heights as floors of buildings, rather than feet. That was done to provide flexibility in changing building technologies.

Regardless, staff believes the 50-foot building height request warrants an explanation. As a result, the applicant added a note to the GDP stating: *"The 50' max building height accommodates two specific instances: a) Planning Area A - a two story commercial building with a steeply pitched 'barn-like' roof form is proposed; and b) Planning Area B - a two-three story residential building with basement level garage parking access is proposed in a location where the height is compatible with building height precedents on the adjacent property.*

With the note on the applicant's proposed GDP, staff finds the proposed building heights consistent with the Comprehensive Plan.

Highway 42 Setbacks:
The applicant proposes a building setback of 40-feet from the existing Hwy. 42 right-of-way (ROW) south of Hecla Drive and 45' north of Hecla Drive. These setbacks are intended to accommodate the future ROW of Hwy. 42 (30-feet needed) and an easement for piping the Goodhue Ditch. The resulting 10' and 15' ditch easements in combination with the Hwy 42 ROW have not been approved by the Goodhue Ditch Company. As a result, the applicant added a note to the GDP stating: *"Boulder County Housing Authority shall work with the Goodhue Ditch Company to finalize the necessary easement and setback agreements."*

Bulk & Dimension Standards

	Planning Area 'A'*	Planning Area 'B'*	Planning Area 'C'*	Planning Area 'D'*
Min. Lot Area	7,000 sf	7,000 sf	7,000 sf	7,000 sf
Min. Lot Width	60'	60'	60'	60'
Max. Lot Coverage	40%	40%	40%	40%
Building Setbacks				
Min. Front Yard Setback (Principle Uses)	See ROW Setbacks	See ROW Setbacks	See ROW Setbacks	See ROW Setbacks
Min. Side Yard Setback (Principle Uses)	3'	3'	3'	3'
Min. Side Yard Setbacks (Accessory Uses)	3'	3'	3'	3'
Min. Rear Yard Setback (Principle Uses)	Parking: 5' Building: 10'	Parking: 5' Building: 10'	Parking: 5' Building: 10'	Parking: 5' Building: 10'
Min. Rear Yard Setbacks (Accessory Uses)	Parking: 5' Building: 10'	Parking: 5' Building: 10'	Parking: 5' Building: 10'	Parking: 5' Building: 10'
Setback from Hwy 42 ROW	Parking: 40' min from PL (10' from ROW Easement)[6] Building: 40' min from PL (10' from ROW Easement)[6]	N/A	Parking: 40' min from PL (10' from ROW Easement)[6] Building: 45' min from PL (15' from ROW Easement)[6]	N/A
Setback from Collector Street ROW	Parking: 10' Building: 5' typical, 0' for 33% of façade up to 12' max. width [2,3]	Parking: 10' Building: 5' typical, 0' for 33% of façade up to 12' max. width [2,3]	Parking: 10' Building: 5' typical, 0' for 33% of façade up to 12' max. width [2,3]	Parking: 10' Building: 5' typical, 0' for 33% of façade up to 12' max. width [2,3]
Setback from Local Street ROW	Parking: 10' Building: 5' [3]	Parking: 10' Building: 5' [3]	Parking: 10' Building: 5' [3]	Parking: 10' Building: 5' [3]
Setback From Parks and Open Space	0'	0'	0'	0'
Min Building Separation	6'	6'	6'	6'
Max Building Height				
Principle Uses	2-3 stories / 50' max. height [4,5]	2-3 stories [4,5]	2-3 stories [4,5]	2-3 stories [4,5]
Accessory Uses	30'	30'	30'	30'

[4] The 50' max building height accommodates two specific instances, a) in Planning Area A a two story commercial building with a steeply pitched 'barn-like' roof form is proposed and b) in Planning Area B a two-three story residential building with basement level garage parking access is proposed in a location where the height is compatible with building height precedents on the adjacent property.
[5] The 33% portion of the multi-family building façade with 0' setback has a maximum width of 12' to maintain pedestrian mass and scale along the street front.
[3] Stoop, steps, covered porch, awning, or sunshading elements are permitted within the 5' setback.
[4] Third floors of multifamily buildings shall step back a minimum of 5' for a minimum of 50% of any given frontage.
[5] Roof forms shall have a mix of pitched, sloped, or flat roof types that vary in orientation for a dynamic skyline.
[6] Boulder County Housing Authority shall work with the Goodhue Ditch Company to finalize the necessary easement and setback agreements.
* Design Standards will be submitted in conjunction with the the submittal of the Final Development Plan

Public Land Dedication

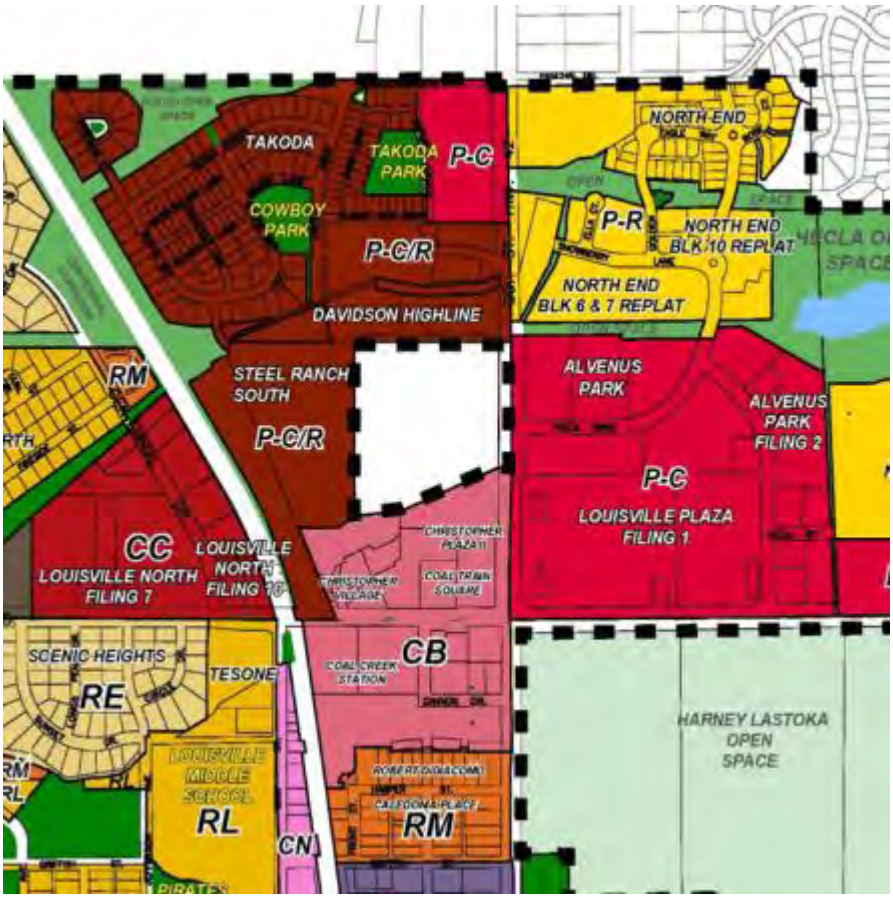
The applicant provided Public Land Dedication (PLD) calculations based on the land uses proposed on the GDP (shown below). Staff reviewed the calculations provided and believes they meet the requirements of Section 16.16.060 in the LMC. Note the PLD is not required until the property is platted within the City of Louisville. Additionally, City Council will determine if the PLD comes in the form of land, or a payment in lieu. The numbers provided on the GDP simply acknowledge the PLD requirement with the annexation and zoning of the property.

Public Land Dedication

Gross Area	13.404 Acres
PCZD-R Area	10.89 Acres
PCZD-C Area	2.514 Acres
PCZD-R	
Gross Area:	10.89 Acres
Minimum Area Required:	15%
Dedicated Land Required	1.63 Acres
ROW Gross Area:	2.57 Acres
Minimum Area Required:	12%
Dedicated Land Required (ROW)	0.31 Acres
Total Dedicated Land Required (PCZD-R)	**1.94 Acres**
PCZD-C	
Gross Area:	2.514 Acres
Minimum Area Required:	12%
Dedicated Land Required	0.30 Acres
ROW Gross Area:	0.63 Acres
Minimum Area Required:	12%
Dedicated Land Required (ROW)	0.08 Acres
Total Dedicated Land Required (PCZD-C)	**0.38 Acres**
TOTAL DEDICATED PUBLIC LAND REQUIRED	**2.32 Acres**
TOTAL PUBLIC LAND DEDICATION PROVIDED	**3.2 ± Acres**

City Zoning Map

The proposed annexation and zoning request is compatible with the City's existing zoning map. The proposed annexation and requested PCZD-C/R zoning is surrounded by Steel Ranch (zoned PCZD – C / R) to the west and north; Balfour Senior Living to the east (zoned PCZD – C); and Christopher Village and Christopher Plaza (zoned Commercial Business (CB)) to the South. The proposed yard and bulk standards are also compatible with the surrounding zoning and the approved yard and bulk standards within each GDP.



City Zoning Map

Intergovernmental Agreements
In August of 2012, the City of Louisville and the Louisville Housing Authority entered into an Intergovernmental agreement with the Boulder County Housing Authority (BCHA) concerning affordable housing within the City of Louisville (see attached). The City entered into this agreement as the Louisville Housing Authority proposed to transfer its 116 affordable housing units to the BCHA.

In the agreement, the City and BCHA agreed that the BCHA would own and manage the City's 116 affordable housing units along with the BCHA's existing 30 units in Louisville. Additionally, the BCHA agreed to build an additional 15 units in Louisville within the next five years.

BCHA sees this project as meeting the expectations of the Intergovernmental Agreement. Their transmittal letter states:

"The City of Louisville recognized this pressing need for more affordable units in 2012

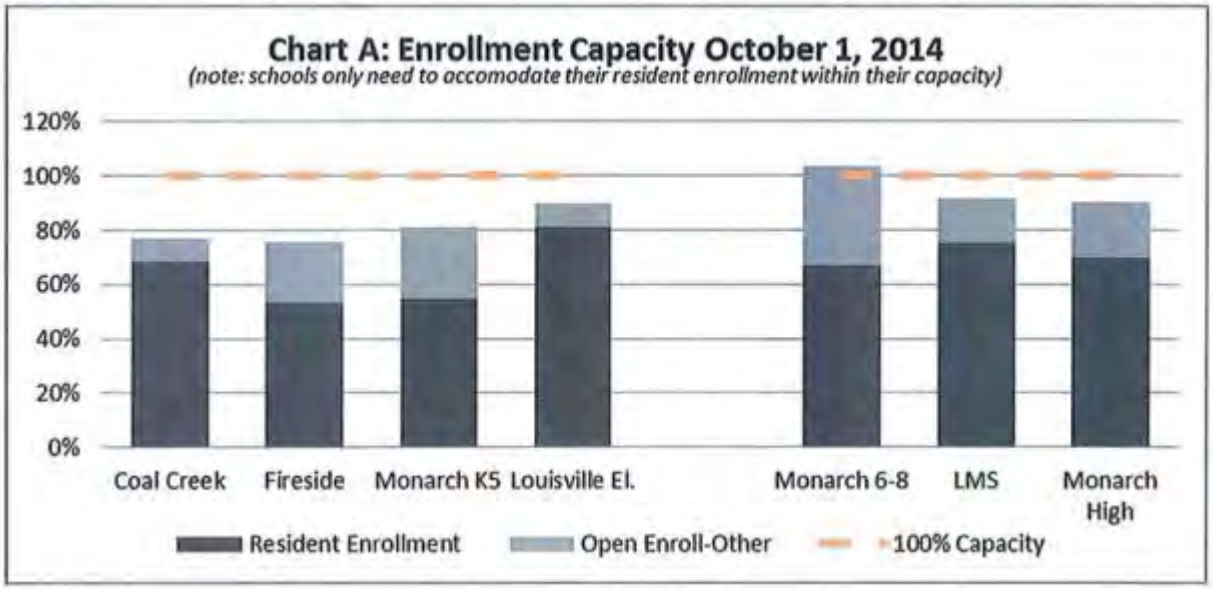
when it entered into an intergovernmental agreement with BCHA and the Louisville Housing Authority (the "IGA"). Under the IGA, BCHA committed to expand affordable options in Louisville within five years by adding at least 15 units to its portfolio. Since that IGA was signed, the City reaffirmed the need to ensure an adequate supply of affordable housing in its 2013 Comprehensive Plan, as part of a mix of housing types and pricing to meet the changing economic, social, and multigenerational needs of those who reside, and would like to reside, in Louisville.

Louisville staff believes this annexation and zoning request is consistent with intent of the IGA and with the City's affordable housing goals stated in the 2013 Comprehensive Plan.

REFERRAL COMMENTS

Boulder Valley School District (BVSD)

A letter from BVSD dated January 2, 2015 states this development proposes *"a student impact of 20 students on Louisville Elementary, 7 students on Louisville Middle School and 11 students Monarch High School."* BVSD anticipates 70 of the proposed Housing Authority units would be restricted to seniors and therefor did not calculate a student impact for those proposed units.



The letter goes on to state, *"When considering all other development activity in Louisville (Attachment A), and resident enrollment growth within the attendance areas of Louisville schools, Louisville Middle and Monarch High are able to accommodate projected growth (Chart B). Louisville Elementary, however, will likely exceed its program capacity within 5 years should growth within the existing housing stock of central Louisville continue at its current pace. Elementary capacity in Louisville as a*

whole, however, is ample to accommodate continued enrollment growth." Louisville staff underlined the last sentence of the BVSD statement for emphasis.

CHART B

School	Capacity	Enrollment 2014-15	Projected Enrollment 2015-16	2016-17	2017-18	2018-19	2019-20
Louisville El.	648	584	589	628	651	676	696
growth rate		*90.1%*	*90.4%*	*97.0%*	*100.0%*	*103.0%*	*106.2%*
Louisville M.S.	691	633	639	641	676	685	667
growth rate		*91.5%*	*92.4%*	*93.1%*	*95.6%*	*96.8%*	*97.6%*
Monarch H.S.	1833	1,653	1,688	1,736	1,816	1,836	1,831
growth rate		*90.7%*	*91.9%*	*94.2%*	*97.8%*	*98.3%*	*98.2%*

Projection notes and assumptions:

- *Capacity methodology held over from 2012 and currently under review.*
- *Enrollment numbers and projections are preliminary for 2014 and subject to change. Preliminary projections may not contain consideration of all relevant data.*
- *Only the impacts of housing units expected during projection period are included.*
- *Enrollment growth in existing neighborhoods is assumed to be near current levels over the next 5 years.*
- *Louisville El. will graduate out the last significant number of open enrolled (O.E.) students in 2018.*
- *Louisville Middle and Monarch High will see increasing restrictions on O.E. through the projections period but will still retain sizeable O.E. populations in 5 years.*

The BVSD letter concludes, *"Should actual enrollment growth meet or exceed projected growth and open enrollment restrictions alone prove inadequate, other options to manage enrollment growth may be considered by the District. These could include additional changes in offered programming, the addition of portable classrooms, the addition of permanent classrooms, busing of students, or changes to attendance boundaries."*

FISCAL IMPACT

The applicant submitted a final fiscal impact study completed by Economic and Planning Systems based on the City's current fiscal model (attached). The development program shown in this document (231 residential units and 18,688 sf of commercial development) matches the development program requested on the GDP.

A key assumption in the model is related to the subsidized housing units and the non-profit commercial land uses associated with a potential art center. The study makes various assumptions about building unit values, sales per square foot, and household income attributable to new residents. The study states:

> *"The BCHA development is estimated to result in approximately $191,000 in on-going annual revenue to the City and to generate approximately $356,000 on-going annual expenditures. The result is a net fiscal on-going operations balance of negative $165,000 annually.*
>
> *There is expected to be an annual recurring revenue stream of $31,000 from sales tax revenue that is dedicated to capital projects and open space.*

Accounting for this revenue stream, the effective total annual revenues to the City will be negative by $134,000.

The proposed development will have a net negative capital impact based on the model factors. The development will impose $2,500,000 upon the City in demand for new capital investments. The project is estimated to generate $1,628,000 in one-time revenue. Thus, the net fiscal balance provides a one-time capital negative impact of $871,000.

Although there is not a large retail component to this project, EPS believes it will have a positive impact on the Christopher Plaza commercial center at the northwest corner of South Boulder Road and Hwy 42.'

Table 2
BCHA 245 North 96th Street Fiscal Analysis Summary

Description	Net Conditions
On-Going (Operations)	
Annual Expenditures	$355,952
Annual Revenue	$191,153
Net Fiscal Balance	**($164,799)**
On-Going (Capital)	**$30,773**
On-Going (Net Revenue)	**($134,027)**
One-Time (Capital)	
One-Time Expenditures	$2,499,291
One-Time Revenue	$1,627,963
Net Fiscal Balance	**($871,327)**

Source: City of Louisville Comprehensive Plan, Economic & Planning Systems
H:\M3081-Louisville BCHA Alkonis Neighborhood Fiscal\Models\[M3081-BCHA - 245 N 96th Street Fiscal_0126 2015.xlsx]Summary

PLANNING COMMISSION ACTION
The LMC specifies the Planning Commission review initial zoning requests associated with any annexation, which it did for this annexation request on January 8, 2015. After a lengthy discussion focused on the fiscal impacts, affordable housing goals, school enrollment, and street network enhancements, Planning Commission voted 7-0 to pass Resolution No. 02, Series 2015 (Attachment 5) recommending an initial zoning designation of Planned Community Zone District, Commercial / Residential (PCZD-C/R). The minutes from the hearing are attached.

STAFF RECOMMENDATION:
Staff recommended City Council approve:

1) Ordinance No. 1679, Series 2015, an ordinance approving an annexation, known as the 245 North 96th Street Annexation to the City of Louisville; and

2) Ordinance No. 1680, Series 2015, an ordinance zoning as planned community zone district - commercial / residential (PCZD – C/R) certain property annexed into the City of Louisville and known as the 245 North 96th Street Annexation, subject to the following two conditions of approval:

    a. The Applicant shall revise the General Development Plan (GDP) prior to recording to include a provision stating that no less than eighty percent (80%) of the total amount of all residential units developed on the Property shall be developed as affordable units at or below 60% of the area median income ("AMI"), and that at least 60 of the affordable units shall be age-restricted for occupancy by persons 55 or older, all as further provided in the Annexation Agreement.

    b. The Applicant shall revise the General Development Plan (GDP) prior to recording to include a note stating that Use Group #12 in Section 17.72.090(b) - automobile service stations – is prohibited in Planning Area A.

3) Resolution No. 13, Series 2015, a resolution approving an annexation agreement for the 245 north 96th street annexation.

ATTACHMENTS: (Red text indicates updated attachments).

Attachment #1 – PowerPoint Presentation
Attachment #2 – Ordinance No. 1679, Series 2015 (Annexation)
Attachment #3 – Ordinance No. 1680, Series 2015 (Initial Zoning)
Attachment #4 – Resolution No. 13, Series 2015 (Agreement)
Attachment #5 – Draft Annexation Agreement
Attachment #6 – Planning Commission Resolution 02, Series 2015

Attachment #7 - Land Use Application
Attachment #8 - Transmittal Letter
Attachment #9 - Annexation Petition
Attachment #10 - Annexation Map
Attachment #11 - Alta Survey
Attachment #12 - Annexation Impact Report
Attachment #13 - General Development Plan
Attachment #14 - Fire District Referral Comments
Attachment #15 - BVSD Referral Letter
Attachment #16 - Applicants Fiscal Impact Model and Memo
Attachment #17 – City of Louisville Boulder County Affordable Housing IGA
Attachment #18 – Planning Commission Minutes
Attachment #19 – Driving a Vibrant Economy – Affordable Housing in Colorado
Attachment #20 - Socioeconomics of affordable housing
Attachment #21 - Affordable housing need in Louisville
Attachment #22 – New Request from BCHA Director, Frank Alexander
Attachment #23 – Letters from Public
Attachment #24 – Boulder County 03/03/2015 Powerpoint
Attachment #25 - BCHA: Need for Income-Restricted Senior Housing in Louisville

City Council – Public Hearing – March 17, 2015

THE 245 NORTH 96TH STREET ANNEXATION

Ordinance No. 1679, Series 2015, an ordinance approving an annexation, known as The 245 North 96th Street Annexation to the City of Louisville, Colorado – 2nd reading

Ordinance No. 1680, Series 2015, an ordinance zoning as Planned Community Zone District - Commercial / Residential (PCZD – C/R) certain property annexed into the City of Louisville and known as The 245 North 96th Street annexation – 2nd reading

Resolution No. 13,Series 2015, A Resolution Approving An Annexation Agreement for the 245 North 96th Street Annexation

Prepared by:

Dept. of Planning & Building Safety

245 NORTH 96TH STREET ANNEXATION
Annexation Agreement
DISCUSSION POINTS

ANNEXATION AGREEMENT.

Affordable Units and Age-Restricted – The County is committed to constructing 80% of the total residential units developed as affordable (at or below 60% of the area median income ("AMI")) with no less than sixty (60) of those units being age-restricted (55-years of age or older). If the total 231 units are developed, a minimum of 185 will be affordable and no less than 60 being age-restricted.

Condition of Annexation and Zoning – The updated Annexation Agreement ties the affordable housing, age-restricted housing, and local preferences to the zoning and General Development Plan (GDP). If for some reason the County needed to sell the property prior to development, the GDP will have a note added stating the terms and conditions of the Annexation Agreement are tied to the property's zoning.

245 NORTH 96TH STREET ANNEXATION
Annexation Agreement
DISCUSSION POINTS

GENERAL DEVELOPMENT PLAN (GDP) - Conditions

1. "The Applicant shall revise the General Development Plan (GDP) prior to recording to include a provision stating that no less than eighty percent (80%) of the total amount of all residential units developed on the Property shall be developed as affordable units at or below 60% of the area median income ("AMI"), and that at least 60 of the affordable units shall be age-restricted for occupancy by persons 55 or older, all as further provided in the Annexation Agreement."

2. The Applicant shall revise the General Development Plan (GDP) prior to recording to include a note stating that Use Group #12 in Section 17.72.090(b) - automobile service stations – is prohibited in Planning Area A.

245 NORTH 96TH STREET ANNEXATION
Annexation Agreement
DISCUSSION POINTS

BENEFITS OF AFFORDABLE HOUSING

1. Serving Louisville Residents in Need;
2. Diversifying Louisville's Workforce;
3. Reducing Transportation Demand; and,
4. Promoting Small-Town Family Friendly Atmosphere

RECOMMENDATION

Staff recommends City Council approve:

1) Ordinance No. 1679, Series 2015
2) Ordinance No. 1680, Series 2015, with conditions
   a. The Applicant shall revise the General Development Plan (GDP) prior to recording to include a provision stating that no less than eighty percent (80%) of the total amount of all residential units developed on the Property shall be developed as affordable units at or below 60% of the area median income ("AMI"), and that at least 60 of the affordable units shall be age-restricted for occupancy by persons 55 or older, all as further provided in the Annexation Agreement.
   b. The Applicant shall revise the General Development Plan (GDP) prior to recording to include a note stating that Use Group #12 in Section 17.72.090(b) - automobile service stations – is prohibited in Planning Area A.
3) Resolution No. 13, Series 2015.

City Council – Public Hearing

Public Notice Certification

- Published in the Boulder Daily Camera
  - January 16, 2015;
  - January 23, 2015;
  - January 30, 2015; and,
  - February 6, 2015
- Mailed taxing agencies – January 22, 2015
  - Boulder County Commission
  - Boulder County Attorney
  - Northern Water Conservancy District
  - Louisville Fire Protection District
  - Urban Drainage and Flood Control District
  - Boulder Valley School District
- Published Annexation Impact Report with the Boulder County Clerk and Recorder – January 22, 2015
- Mailed to surrounding property owners / property posted – January 30, 2015
- Posted in City Hall, Public Library, Recreation Center, and the Courts and Police Building – January 30, 2015

245 NORTH 96TH STREET ANNEXATION

Size
13.404 Acres

Initial Zoning
PCZD-C/R Zoning
- 231 dwelling units
- 18,404sf Commercial

Submittal Compliance
Title 31, Article 12 CRS
Chapter 16.32.020 LMC

245 NORTH 96TH STREET ANNEXATION
General Development Plan
Transportation - Street Network

245 NORTH 96TH STREET ANNEXATION
General Development Plan
Transportation - Hwy. 42

GDP Note:
Boulder County Housing Authority shall work with the Goodhue Ditch Company to finalize the necessary easement and setback agreements.

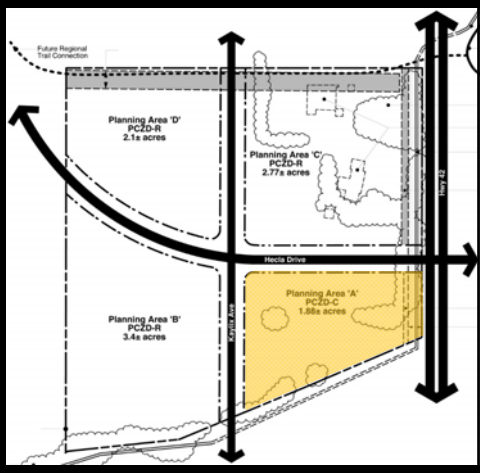
245 NORTH 96TH STREET ANNEXATION
General Development Plan
Public Land Dedication

Public Land Dedication	
Gross Area	13.404 Acres
PCZD-R Area	10.89 Acres
PCZD-C Area	2.514 Acres
PCZD-R	
Gross Area:	10.89 Acres
Minimum Area Required:	15%
Dedicated Land Required	1.63 Acres
ROW Gross Area:	2.57 Acres
Minimum Area Required:	12%
Dedicated Land Required (ROW)	0.31 Acres
Total Dedicated Land Required (PCZD-R)	**1.94 Acres**
PCZD-C	
Gross Area:	2.514 Acres
Minimum Area Required:	12%
Dedicated Land Required	0.30 Acres
ROW Gross Area:	0.63 Acres
Minimum Area Required:	12%
Dedicated Land Required (ROW)	0.08 Acres
Total Dedicated Land Required (PCZD-C)	**0.38 Acres**
TOTAL DEDICATED PUBLIC LAND REQUIRED	**2.32 Acres**
TOTAL PUBLIC LAND DEDICATION PROVIDED	**3.2 ± Acres**

245 NORTH 96TH STREET ANNEXATION
General Development Plan
Land Use - Planning Areas

Planning Area A

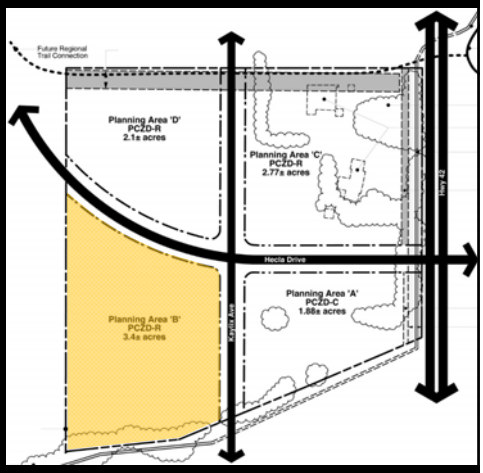
Zoning:	PCZD C/R
- Max. F.A.R:	1.0
- Max. allowance	83,202sf
Commercial:	18,406sf
Residential:	
(included in F.A.R)	28 units
Residential Density:	15 du/acre



245 NORTH 96TH STREET ANNEXATION
General Development Plan
Land Use - Planning Areas

Planning Area B

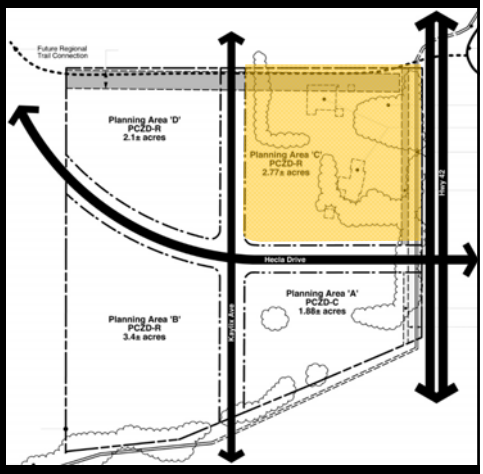
Zoning:	PCZD R
Residential:	
(included in F.A.R)	103 units
Residential Density:	30 du/acre



245 NORTH 96TH STREET ANNEXATION
General Development Plan
Land Use - Planning Areas

Planning Area C

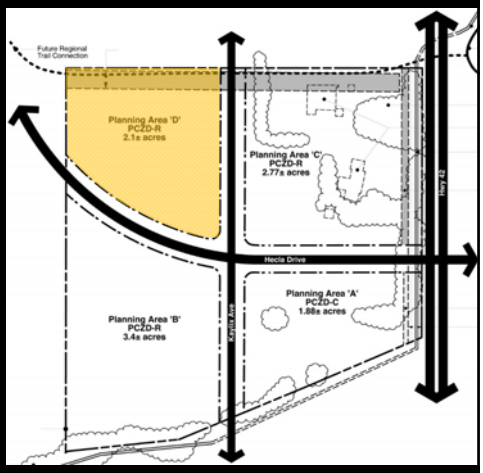
Zoning:	PCZD R
Residential:	
(included in F.A.R)	69 units
Residential Density:	25 du/acre



245 NORTH 96TH STREET ANNEXATION
General Development Plan
Land Use - Planning Areas

Planning Area D

Zoning:	PCZD R
Residential:	
(included in F.A.R)	31 units
Residential Density:	15 du/acre



245 NORTH 96TH STREET ANNEXATION
Eligibility for Annexation
Section 16.32.020

The LMC States the following requirements of the state governing annexation shall be required when annexation is requested:

A. Owners of more than 50 percent of the area to be annexed shall sign the petition for annexation.

B. The petition shall be accompanied by four to 36 copies of a map, such number to be set by the city, showing the area proposed for annexation.

C. Not less than one-sixth of the outside perimeter of the area to be annexed shall be contiguous to existing city limits.

D. No property owned in a separate tract shall be divided by the boundary of the proposed annexation without consent of such property **owner.**

245 NORTH 96TH STREET ANNEXATION
Development Requirements for Annexation
Section 16.32.030

In addition to the legal statute requirements mentioned in section 16.32.020, the LMC states the following standards of the city shall be met:

A. The comprehensive development plan of the city will be considered in determining whether an annexation will be approved.

B. Annexed areas shall not divide tracts in order to prevent further annexation of adjoining parcels.

C. Areas which project out from existing city limits in a manner which will cause excessive police, fire, utility, and street cost shall not be accepted.

D. Zoning of the area to be annexed shall be reasonable in terms of existing city zoning classifications and shall be considered by the city planning commission.

245 NORTH 96TH STREET ANNEXATION
Development Requirements for Annexation
Section 16.32.030

In addition to the legal statute requirements mentioned in section 16.32.020, the LMC states the following standards of the city shall be met:

E. ✔ The area shall be located where water and sewer utility services are possible without undue expense to the city. Where exceptional costs may be required in serving the area proposed for annexation, financial arrangements to extend water or sewer mains shall be agreed upon prior to annexation.

F. ✔ Problems of storm drainage shall be considered prior to annexation in order to be sure that flooding problems within and adjoining the area to be annexed will not be increased by development of the tract.

245 NORTH 96TH STREET ANNEXATION
Development Requirements for Annexation
Section 16.32.030

In addition to the legal statute requirements mentioned in section 16.32.020, the LMC states the following standards of the city shall be met:

G. ✔ Unless otherwise provided by city council with respect to water used for agricultural purposes on land zoned for agricultural uses, at the time of annexation the city and annexor shall agree in writing to the transfer of water rights appurtenant to the property to be annexed and/or the payment to the city of a water resource fee in lieu of or to supplement any such water rights transfer. Such agreement shall be consistent with the existing city policy as set forth by resolution of the city council. The city attorney shall report on the apparent legal adequacy of the annexation petition and the procedures followed in each case by the city.

245 NORTH 96TH STREET ANNEXATION
Development Requirements for Annexation
Section 16.32.030

In addition to the legal statute requirements mentioned in section 16.32.020, the LMC states the following standards of the city shall be met:

H. ✓ Notwithstanding any provision of subsection G of this section, no annexor of any land zoned for agricultural purposes shall be permitted to retain any rights to water used for agricultural purposes which are appurtenant to such land, unless the annexor agrees in writing and prior to the annexation, to pay to the city, upon any severance and transfer of all or any portion of such rights, an amount which is equivalent to the price of such transfer, or an amount which is equivalent to the then-current market value of such rights, whichever is higher.

I. ✓ The city attorney shall report on the apparent legal adequacy of the annexation petition and the procedures followed in each case by the city.

J. ✓ A petition for annexation shall be accompanied by an application fee in an amount set by the city manager in accordance with section 16.04.065

245 NORTH 96TH STREET ANNEXATION
Comprehensive Plan

Vision Statement
Core Community Values

Core Community Values

The Framework Plan

245 NORTH 96TH STREET ANNEXATION
Comprehensive Plan
Vision Statement & Core Community Values

The following Core Community Values are the foundation upon which the City of Louisville will make decisions and achieve the Community's vision.

We Value...

A Sense of Community . . . where residents, property owners, business owners, and visitors feel a connection to Louisville and to each other, and where the City's character, physical form and accessible government contribute to a citizenry that is actively involved in the decision-making process to meet their individual and collective needs.

Our Livable Small Town Feel . . . where the City's size, scale, and land use mixture and government's high-quality customer service encourage personal and commercial interactions.

A Healthy, Vibrant, and Sustainable Economy . . . where the City understands and appreciates the trust our residents, property owners, and business owners place in it when they invest in Louisville, and where the City is committed to a strong and supportive business climate which fosters a healthy and vibrant local and regional economy for today and for the future.

A Connection to the City's Heritage . . . where the City recognizes, values, and encourages the promotion and preservation of our history and cultural heritage, particularly our mining and agricultural past.

Sustainable Practices for the Economy, Community, and the Environment . . . where we challenge our government, residents, property owners, and our business owners to be innovative with sustainable practices so the needs of today are met without compromising the needs of future generations.

Unique Commercial Areas and Distinctive Neighborhoods . . . where the City is committed to recognizing the diversity of Louisville's commercial areas and neighborhoods by establishing customized policies and tools to ensure that each maintains its individual character, economic vitality, and livable structure.

A Balanced Transportation System . . . where the City desires to make motorists, transit customers, bicyclists and pedestrians of all ages and abilities partners in mobility, and where the City intends to create and maintain a multimodal transportation system to ensure that each user can move in ways that contribute to the economic prosperity, public health, and exceptional quality of life in the City.

Families and Individuals . . . where the City accommodates the needs of all individuals in all stages of life through our parks, trails, and roadway design, our City services, and City regulations to ensure they provide an environment which accommodates individual mobility needs, quality of life goals, and housing options.

Integrated Open Space and Trail Networks . . . where the City appreciates, manages and preserves the natural environment for community benefit, including its ecological diversity, its outstanding views, clear-cut boundaries, and the interconnected, integrated trail network which makes all parts of the City accessible.

Safe Neighborhoods . . . where the City ensures our policies and actions maintain safe, thriving and livable neighborhoods so residents of all ages experience a strong sense of community and personal security.

Ecological Diversity . . . where the City, through its management of parks and open space and its development and landscape regulations, promotes biodiversity by ensuring a healthy and resilient natural environment, robust plant life and diverse habitats.

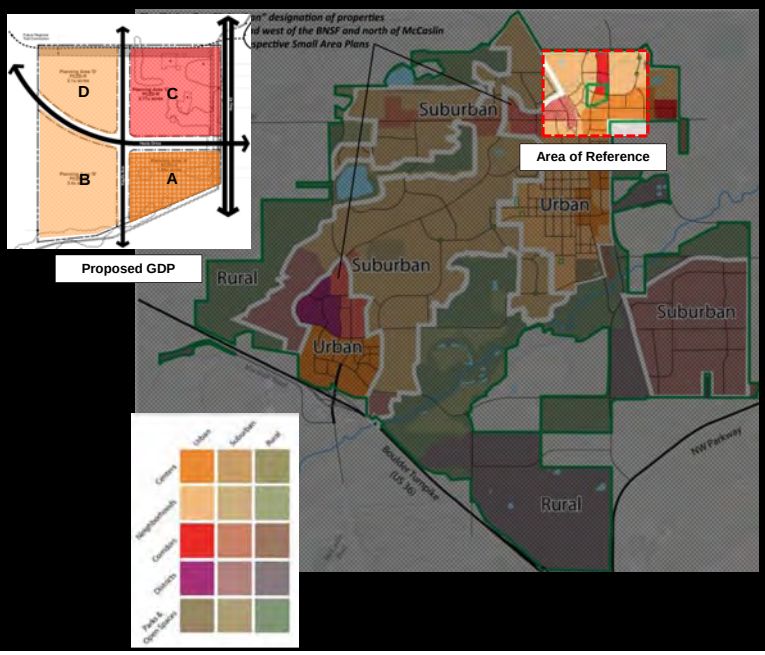
Excellence in Education and Lifelong learning . . . where the City allocates the appropriate resources to our library services and cultural assets and where the City actively participates with our regional partners to foster the region's educational excellence and create a culture of lifelong learning within the City and Boulder County.

Civic Participation and Volunteerism . . . where the City engages, empowers, and encourages its citizens to think creatively, to volunteer and to participate in community discussions and decisions through open dialogue, respectful discussions, and responsive action.

Open, Efficient and Fiscally Responsible Government . . . where the City government is approachable, transparent, and ethical, and our management of fiscal resources is accountable, trustworthy, and prudent.

Staff finds the proposed annexation and initial zoning request complies with the Comprehensive Plan's Vision Statement and Core Community Values.

245 NORTH 96TH STREET ANNEXATION
Comprehensive Plan – Framework Plan



245 NORTH 96TH STREET ANNEXATION

Comprehensive Plan – Framework Plan: Land Uses

Land Uses

	Proposal	Comprehensive Plan
Planning Area A	PCZD – C/R	Mixed Use (Uses in 17.72.080 & 17.72.090)
Planning Area B	PCZD – R	Neighborhood (Uses in 17.72.080)
Planning Area C	PCZD – R	Mixed Use (Uses in 17.72.080 & 17.72.090)
Planning Area D	PCZD – R	Neighborhood (Uses in 17.72.080)

Densities

	Proposal	Comprehensive Plan
Planning Area A	15 DU/Ac	up to F.A.R. 1.0, or 30 DU/Ac
Planning Area B	30 DU/Ac	match adjacent neighborhoods (30DU/ac)
Planning Area C	25 DU/Ac	up to F.A.R 1.0 / .5; or 25 DU/Ac
Planning Area D	15 DU/Ac	match adjacent neighborhoods (15 DU/ac)

245 NORTH 96TH STREET ANNEXATION

Comprehensive Plan – Framework Plan: Neighborhood Housing Principles and Policies

PRINCIPLE NH-5. There should be a mix of housing types and pricing to meet changing economic, social, and multi-generational needs of those who reside, and would like to reside, in Louisville.

Policy NH-5.1: Housing should meet the needs of seniors, empty-nesters, disabled, renters, first-time homebuyers and all others by ensuring a variety of housing types, prices, and styles are created and maintained.

Policy NH-5.2: The City should continue to work with Boulder County Housing Authority and others to ensure an adequate supply of affordable housing is available in Louisville.

Policy NH-5.3: Higher density housing should be located primarily in the centers and corridors of the Framework.

Policy NH-5.4: Potential measures to increase housing type and price diversity should be evaluated, including allowing accessory dwelling units in established neighborhoods only if the essential character of the neighborhood can be preserved.

245 NORTH 96TH STREET ANNEXATION
Comprehensive Plan – Framework Plan: Proposed Yard and Bulk

Hwy 42 and South boulder Road Urban Center:

Parking: On-site private parking associated with a particular use. Allowance for shared parking agreements

Building Height: 2-3 Stories

Building Form and Design:
1. Ground floor oriented towards the street.
2. Ground floor activated with retail and commercial uses and pedestrian scaled development.
3. Provide buildings which transition in scale to adjacent neighborhoods.

Block Length: 300-400 Feet

245 NORTH 96TH STREET ANNEXATION
Comprehensive Plan – Framework Plan: Proposed Yard and Bulk

Hwy 42 and South boulder Road Urban Corridor:

Parking: Majority on-site private parking associated with a particular use with allowance for shared parking agreements.

Building Height: 2-3 Stories

Building Form and Design:
1. Ground floor is oriented towards the Arterial Road and / or a secondary street.
2. Provide buildings which transition in scale and mass to adjacent neighborhoods on the back of the property

Block Length: 300-400 Feet

245 NORTH 96TH STREET ANNEXATION

Comprehensive Plan – Framework Plan: Proposed Yard and Bulk

Bulk & Dimension Standards

	Planning Area 'A'*	Planning Area 'B'*	Planning Area 'C'*	Planning Area 'D'*
Min. Lot Area	7,000 sf	7,000 sf	7,000 sf	7,000 sf
Min. Lot Width	60'	60'	60'	60'
Max. Lot Coverage	40%	40%	40%	40%
Building Setbacks				
Min. Front Yard Setback (Principle Uses)	See ROW Setbacks	See ROW Setbacks	See ROW Setbacks	See ROW Setbacks
Min. Side Yard Setback (Principle Uses)	3'	3'	3'	3'
Min. Side Yard Setbacks (Accessory Uses)	3'	3'	3'	3'
Min. Rear Yard Setback (Principle Uses)	Parking: 5' Building: 10'	Parking: 5' Building: 10'	Parking: 5' Building: 10'	Parking: 5' Building: 10'
Min. Rear Yard Setbacks (Accessory Uses)	Parking: 5' Building: 10'	Parking: 5' Building: 10'	Parking: 5' Building: 10'	Parking: 5' Building: 10'
Setback from Hwy 42 ROW	Parking: 40' min from PL (10' from ROW Easement)[6] Building: 40' min from PL (10' from ROW Easement)[6]	N/A	Parking: 40' min from PL (10' from ROW Easement)[6] Building: 45' min from PL (15' from ROW Easement)[6]	N/A
Setback from Collector Street ROW	Parking: 10' Building: 5' typical, 0' for 33% of façade up to 12' max. width [2,3]	Parking: 10' Building: 5' typical, 0' for 33% of façade up to 12' max. width [2,3]	Parking: 10' Building: 5' typical, 0' for 33% of façade up to 12' max. width [2,3]	Parking: 10' Building: 5' typical, 0' for 33% of façade up to 12' max. width [2,3]
Setback from Local Street ROW	Parking: 10' Building: 5' [3]	Parking: 10' Building: 5' [3]	Parking: 10' Building: 5' [3]	Parking: 10' Building: 5' [3]
Setback From Parks and Open Space	0'	0'	0'	0'
Min Building Separation	6'	6'	6'	6'
Max Building Height				
Principle Uses	2-3 stories / 50' max. height [1,4,5]	2-3 stories [4,5]	2-3 stories [4,5]	2-3 stories [4,5]
Accessory Uses	30'	30'	30'	30'

[1] The 50' max building height accommodates two specific instances, a) in Planning Area A a two story commercial building with a steeply pitched 'barn-like' roof form is proposed and b) in Planning Area B a two-three story residential building with basement level garage parking access is proposed in a location where the height is compatible with building height precedents on the adjacent property.
[2] The 33% portion of the mulit-family building façade with 0' setback has a maximum width of 12' to maintain pedestrian mass and scale along the street front.
[3] Stoop, steps, covered porch, awning, or sunshading elements are permitted within the 5' setback.
[4] Third floors of multifamily buildings shall step back a minimum of 5' for a minimum of 50% of any given frontage.
[5] Roof forms shall have a mix of pitched, sloped, or flat roof types that vary in orientation for a dynamic skyline.
[6] Boulder County Housing Authority shall work with the Goodhue Ditch Company to finalize the necessary easement and setback agreements.
* Design Standards will be submitted in conjunction with the the submittal of the Final Development Plan

245 NORTH 96TH STREET ANNEXATION

Comprehensive Plan – Framework Plan: Neighborhood Housing Principles and Policies

PRINCIPLE NH-5. There should be a mix of housing types and pricing to meet changing economic, social, and multi-generational needs of those who reside, and would like to reside, in Louisville.

Policy NH-5.5: Regional changes to job and housing markets should continually be evaluated to address regional opportunities and constraints.

Policy NH-5.6: New housing should address defined gaps in the housing market that exist today and into the future.

Policy NH-5.7: The City should define standards for low income and affordable housing units, and consider reducing or waiving building permit and impact fees for all qualifying projects.

245 NORTH 96TH STREET ANNEXATION

Comprehensive Plan – Framework Plan: Neighborhood Housing Principles and Policies

PRINCIPLE NH-6. The City should define City-wide goals for affordable and low-income housing through a public process.

Policy NH-6.1: The City should determine to what extent it would like to allow, encourage, or incentivize affordable and low-income housing.

Policy NH-6.2: The City should develop specific and achievable actions to meet the defined goals.

245 NORTH 96TH STREET ANNEXATION

Zoning Map

245 NORTH 96TH STREET ANNEXATION
Intergovernmental Agreements
Boulder County

INTERGOVERNMENTAL AGREEMENT AMONG THE CITY OF LOUISVILLE,
THE LOUISVILLE HOUSING AUTHORITY, AND THE BOULDER COUNTY HOUSING AUTHORITY
CONCERNING AFFORDABLE HOUSING WITHIN THE CITY OF LOUISVILLE

City and County agreed:

1. *County would own and manage the City's 116 affordable housing units along with the County's existing 30 units in Louisville. (146 total)*

2. *County agreed to build an additional 15 units in Louisville within the next five years*

245 NORTH 96TH STREET ANNEXATION
Referrals
Louisville Fire District

1. *The Fire District Stated they could serve the property; and,*

2. *Specific service requirements will be reviewed during the Preliminary and Final Planned Unit Development (PUD)*

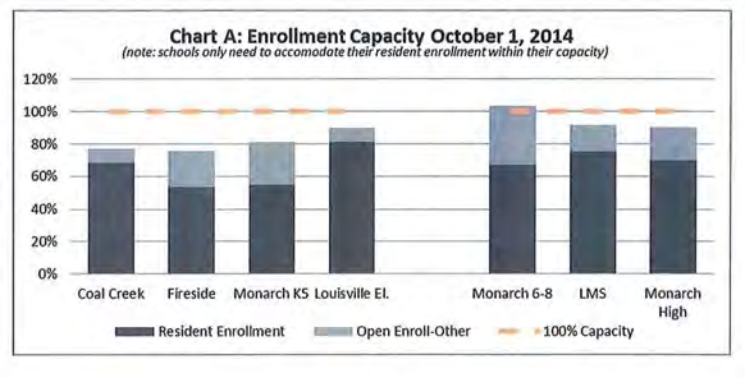
245 NORTH 96TH STREET ANNEXATION

Referrals

Boulder Valley School District

1.Expected Student Impact:

- *Louisville Elementary School – 20 Students*
- *Louisville Middle School – 7 Students*
- *Monarch High School – 11 Students*



245 NORTH 96TH STREET ANNEXATION

Referrals

Boulder Valley School District

Louisville Elementary, however, will likely exceed its program capacity within 5 years should growth within the existing housing stock of central Louisville continue at its current pace. Elementary capacity in Louisville as a whole, however, is ample to accommodate continued enrollment growth."

CHART B

School	Capacity	Enrollment 2014-15	Projected Enrollment 2015-16	2016-17	2017-18	2018-19	2019-20
Louisville El.	648	584	589	628	651	676	696
growth rate		*90.1%*	*90.4%*	*97.0%*	*100.0%*	*103.0%*	*106.2%*
Louisville M.S.	691	633	639	641	676	685	667
growth rate		*91.5%*	*92.4%*	*93.1%*	*95.6%*	*96.8%*	*97.6%*
Monarch H.S.	1833	1,653	1,688	1,736	1,816	1,836	1,831
growth rate		*90.7%*	*91.9%*	*94.2%*	*97.8%*	*98.3%*	*98.2%*

Projection notes and assumptions:

- *Capacity methodology held over from 2012 and currently under review.*
- *Enrollment numbers and projections are preliminary for 2014 and subject to change. Preliminary projections may not contain consideration of all relevant data.*
- *Only the impacts of housing units expected during projection period are included.*
- *Enrollment growth in existing neighborhoods is assumed to be near current levels over the next 5 years.*
- *Louisville El. will graduate out the last significant number of open enrolled (O.E.) students in 2018.*
- *Louisville Middle and Monarch High will see increasing restrictions on O.E. through the projections period but will still retain sizeable O.E. populations in 5 years.*

245 NORTH 96TH STREET ANNEXATION
Referrals
Boulder Valley School District

Current Actions

1) *Enrollment growth continues to be managed by restricting open enrollment. The 50 open enrolled seats will eventually be available to new resident students.*
2) *The preschool program has been relocated to Fireside Elementary;*
3) *Current computer lab space has been converted for classroom use;*

Future Possibilities (should the projections materialize)

1) *Additional changes in offered programming;*
2) *The addition of portable classrooms;*
3) *The addition of permanent classrooms;*
4) *busing of students; or*
5) *changes to attendance boundaries.*

245 NORTH 96TH STREET ANNEXATION
DRAFT Fiscal Impact

General Development Plan
- 231 units and 13,500 sf of commercial

Table 2
BCHA 245 North 96th Street Fiscal Analysis Summary

Description	Net Conditions
On-Going (Operations)	
Annual Expenditures	$355,952
Annual Revenue	$191,153
Net Fiscal Balance	**($164,799)**
On-Going (Capital)	**$30,773**
On-Going (Net Revenue)	**($134,027)**
One-Time (Capital)	
One-Time Expenditures	$2,499,291
One-Time Revenue	$1,627,963
Net Fiscal Balance	**($871,327)**

Source: City of Louisville Comprehensive Plan, Economic & Planning Systems

H:\143081-Louisville BCHA Aikens Neighborhood Fiscal\Models\[143081-BCHA - 245 N 96th Street Fiscal_0126 2015.xlsx]Summary

PLANNING COMMISSION

Discussion:

- fiscal impact,
- affordable housing goals,
- school enrollment, and
- street network enhancements

Recommendation

Planning Commission voted 7-0 to recommend City Council approve the initial zoning

RECOMMENDATION

Staff recommends City Council approve:

1) Ordinance No. 1679, Series 2015
2) Ordinance No. 1680, Series 2015, with conditions
   a. The Applicant shall revise the General Development Plan (GDP) prior to recording to include a provision stating that no less than eighty percent (80%) of the total amount of all residential units developed on the Property shall be developed as affordable units at or below 60% of the area median income ("AMI"), and that at least 60 of the affordable units shall be age-restricted for occupancy by persons 55 or older, all as further provided in the Annexation Agreement.
   b. The Applicant shall revise the General Development Plan (GDP) prior to recording to include a note stating that Use Group #12 in Section 17.72.090(b) - automobile service stations – is prohibited in Planning Area A.
3) Resolution No. 13, Series 2015.

Colorado Housing and Finance Authority Income and Rent Tables for 30% - 120% of Area Median Income (AMI) for Colorado Counties for 2014
HUD Release Date December 18, 2013

- Since 2008, the IRS allows some LIHTC projects to use higher HERA limits and to be "held harmless" from limit decreases.
- To identify the correct limits for your LIHTC project, it is essential to know its placed in service (PIS) date.
- To use HERA limits, a project must have PIS as of 12.31.2008. To be "held harmless," a project must PIS prior to the implementation date of the new limits.
- This year, LIHTC projects whose counties experienced a decrease in limits AND that PIS before 01.31.2014 may continue to apply the 2013 limits in 2014.

			2014 MAXIMUM RENTS					2014 INCOME LIMITS							
County	HERA	AMI	0 BDRM	1 BDRM	2 BDRM	3 BDRM	4 BDRM	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Boulder	Y	60%	1,041	1,115	1,338	1,546	1,725	41,640	47,580	53,520	59,460	64,260	69,000	73,740	78,540
Boulder	Y	55%	954	1,022	1,226	1,417	1,581	38,170	43,615	49,060	54,505	58,905	63,250	67,595	71,995
Boulder	Y	50%	867	929	1,115	1,288	1,437	34,700	39,650	44,600	49,550	53,550	57,500	61,450	65,450
Boulder	Y	45%	780	836	1,003	1,159	1,293	31,230	35,685	40,140	44,595	48,195	51,750	55,305	58,905
Boulder	Y	40%	694	743	892	1,031	1,150	27,760	31,720	35,680	39,640	42,840	46,000	49,160	52,360
Boulder	Y	30%	520	557	669	773	862	20,820	23,790	26,760	29,730	32,130	34,500	36,870	39,270
Boulder		120%	2,019	2,163	2,595	2,998	3,345	80,760	92,280	103,800	115,320	124,560	133,800	143,040	152,280
Boulder		100%	1,682	1,802	2,162	2,498	2,787	67,300	76,900	86,500	96,100	103,800	111,500	119,200	126,900
Boulder		80%	1,118	1,198	1,438	1,661	1,853	44,750	51,150	57,550	63,900	69,050	74,150	79,250	84,350
Boulder		65%	1,093	1,171	1,405	1,624	1,811	43,745	49,985	56,225	62,465	67,470	72,475	77,480	82,485
Boulder		60%	1,009	1,081	1,297	1,499	1,672	40,380	46,140	51,900	57,660	62,280	66,900	71,520	76,140
Boulder		55%	925	991	1,189	1,374	1,533	37,015	42,295	47,575	52,855	57,090	61,325	65,560	69,795
Boulder		50%	841	901	1,081	1,249	1,393	33,650	38,450	43,250	48,050	51,900	55,750	59,600	63,450
Boulder		45%	757	811	973	1,124	1,254	30,285	34,605	38,925	43,245	46,710	50,175	53,640	57,105
Boulder		40%	673	721	865	999	1,115	26,920	30,760	34,600	38,440	41,520	44,600	47,680	50,760
Boulder		30%	505	541	650	750	837	20,200	23,100	26,000	28,850	31,200	33,500	35,800	38,100

			2014 MAXIMUM RENTS				
County	HERA	AMI	0 BDRM	1 BDRM	2 BDRM	3 BDRM	4 BDRM
Boulder	Y	60%	1,041	1,115	1,338	1,546	1,725
Boulder	Y	55%	954	1,022	1,226	1,417	1,581
Boulder	Y	50%	867	929	1,115	1,288	1,437
Boulder	Y	45%	780	836	1,003	1,159	1,293
Boulder	Y	40%	694	743	892	1,031	1,150
Boulder	Y	30%	520	557	669	773	862
Boulder		120%	2,019	2,163	2,595	2,998	3,345
Boulder		100%	1,682	1,802	2,162	2,498	2,787
Boulder		80%	1,118	1,198	1,438	1,661	1,853
Boulder		65%	1,093	1,171	1,405	1,624	1,811
Boulder		60%	1,009	1,081	1,297	1,499	1,672
Boulder		55%	925	991	1,189	1,374	1,533
Boulder		50%	841	901	1,081	1,249	1,393
Boulder		45%	757	811	973	1,124	1,254
Boulder		40%	673	721	865	999	1,115
Boulder		30%	505	541	650	750	837

2014 INCOME LIMITS								
County	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Boulder	*41,640*	*47,580*	*53,520*	*59,460*	*64,260*	*69,000*	*73,740*	*78,540*
Boulder	*38,170*	*43,615*	*49,060*	*54,505*	*58,905*	*63,250*	*67,595*	*71,995*
Boulder	*34,700*	*39,650*	*44,600*	*49,550*	*53,550*	*57,500*	*61,450*	*65,450*
Boulder	*31,230*	*35,685*	*40,140*	*44,595*	*48,195*	*51,750*	*55,305*	*58,905*
Boulder	*27,760*	*31,720*	*35,680*	*39,640*	*42,840*	*46,000*	*49,160*	*52,360*
Boulder	*20,820*	*23,790*	*26,760*	*29,730*	*32,130*	*34,500*	*36,870*	*39,270*
Boulder	80,760	92,280	103,800	115,320	124,560	133,800	143,040	152,280
Boulder	67,300	76,900	86,500	96,100	103,800	111,500	119,200	126,900
Boulder	44,750	51,150	57,550	63,900	69,050	74,150	79,250	84,350
Boulder	43,745	49,985	56,225	62,465	67,470	72,475	77,480	82,485
Boulder	40,380	46,140	51,900	57,660	62,280	66,900	71,520	76,140
Boulder	37,015	42,295	47,575	52,855	57,090	61,325	65,560	69,795
Boulder	33,650	38,450	43,250	48,050	51,900	55,750	59,600	63,450
Boulder	30,285	34,605	38,925	43,245	46,710	50,175	53,640	57,105
Boulder	26,920	30,760	34,600	38,440	41,520	44,600	47,680	50,760
Boulder	20,200	23,100	26,000	28,850	31,200	33,500	35,800	38,100

ORDINANCE NO. 1679
SERIES 2015

AN ORDINANCE APPROVING AN ANNEXATION, KNOWN AS THE 245 NORTH 96TH STREET ANNEXATION TO THE CITY OF LOUISVILLE, COLORADO

WHEREAS, a petition for annexation of certain unincorporated property, to be known as the 245 North 96th Street Annexation, and described in Exhibit A attached hereto, has been filed with the City Council of the City of Louisville; and

WHEREAS, pursuant to Sections 31-12-108 to -110, C.R.S., as amended, the City Council on February 17, 2015, held a duly-noticed hearing to consider the proposed annexation; and

WHEREAS, notice of such hearing was published January 16, 23, 30, and February 6, 2015 in the Boulder Daily Camera newspaper; and

WHEREAS, the City Council, by resolution, has determined that the petition is in substantial compliance with the applicable laws of the State of Colorado, that the area proposed to be annexed is eligible for annexation, and further has determined that an election is not required, and further found that no additional terms and conditions are to be imposed upon said annexation except any provided for in said petition, the annexation agreement, or otherwise agreed to by all owners, which are not to be considered additional terms and conditions within the meaning of Sections 31-12-107(1)(g), or -110(2), or -112, C.R.S.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

Section 1. The annexation to the City of Louisville of the property described in Exhibit A, attached hereto and incorporated herein by this reference, and known as the 245 North 96th Street Annexation, is hereby approved and such property is made a part of and annexed to the City of Louisville.

Section 2. The annexation of said territory is subject to the conditions provided for in the petition for annexation of said property filed with the City of Louisville and the terms and conditions of the annexation agreement for the property.

INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED PUBLISHED this _____ day of _____, 2015.

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Nancy Varra, City Clerk

APPROVED AS TO FORM:

_____
Light, Kelly P.C.
City Attorney

PASSED AND ADOPTED ON SECOND AND FINAL READING, this _____ day of _____, 2015.

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Nancy Varra, City Clerk

EXHIBIT A
245 NORTH 96th STREET ANNEXATION

LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHEAST ¼ OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE NORTH $00^0$07'00" EAST ALONG THE EAST LINE OF SAID SECTION 5, A DISTANCE OF 772.18 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH $00^0$07'00" EAST ALONG THE EAST LINE OF SAID SECTION 5, A DISTANCE OF 592.90 FEET TO THE APPROXIMATE CENTERLINE OF THAT EASEMENT AND RIGHT OF WAY FOR ELECTRIC TRANSMISSION LINES AS GRANTED BY SAM MILANO TO PUBLIC SERVICE COMPANY OF COLORADO BY INSTRUMENT RECORDED FEBRUARY 16, 1942 IN BOOK 713 AT PAGE 130; THENCE NORTH $89^0$59'40" WEST, ALONG THE APPROXIMATE CENTERLINE OF THE SAID RIGHT OF WAY DESCRIBED IN BOOK 713 AT PAGE 130, A DISTANCE OF 783.09 FEET; THENCE SOUTH $00^0$07'00" WEST, A DISTANCE OF 846.77 FEET TO THE NORTH LINE OF THAT TRACT OF LAND WHICH IS EXCEPTED IN THE DESCRIPTION OF "TRACT 1" IN THE DEED FROM ESTA D. PARR AND GLENNIE PARR TO DAVIDSON INVESTMENTS, INC., A COLORADO CORPORATION, RECORDED JANUARY 22, 1962 IN BOOK 1216 AT PAGE 503; THENCE ALONG THE NORTH LINE OF THE SAID TRACT OF LAND EXCEPTED IN THE DESCRIPTION OF "TRACT 1" IN THE SAID DEED IN BOOK 1216 AT PAGE 503 BY THE FOLLOWING FOUR CALLS AND DISTANCES:

THENCE NORTH $55^0$09'00" EAST, A DISTANCE OF 5.23 FEET;
THENCE NORTH $83^0$50'00" EAST, A DISTANCE OF 247.65 FEET;
THENCE NORTH $67^0$30'00" EAST, A DISTANCE OF 316.33 FEET;
THENCE NORTH $66^0$49'00" EAST, A DISTANCE OF 262.00 FEET TO THE TRUE POINT OF BEGINNING.

LEGAL DESCRIPTION PREPARED BY:
A. JOHN BURI P.L.S. #24302
FOR AND ON BEHALF OF
SCOTT, COX & ASSOCIATES, INC.
1530 55th STREET
BOULDER, COLORADO 80303

Proposed Second Reading Amendments

Ordinance No. 1680, Series 2015 is revised to read as follows (amendments are shown in **bold underline** and ~~**bold strikeout**~~):

ORDINANCE NO. 1680
SERIES 2015

AN ORDINANCE ZONING AS PLANNED COMMUNITY ZONE DISTRICT - COMMERCIAL / RESIDENTIAL (PCZD – C/R) CERTAIN PROPERTY ANNEXED INTO THE CITY OF LOUISVILLE AND KNOWN AS THE 245 NORTH 96TH STREET ANNEXATION

WHEREAS, pursuant to Ordinance No. 1679, Series 2015, the City annexed certain unincorporated property, referred to as the 245 North 96th Street Annexation and described in Exhibit A attached hereto (the "245 North 96th Street Annexation"); and

WHEREAS, the City Council must provide for the initial zoning of the 245 North 96th Street Annexation; and

WHEREAS, the landowner has requested a Planned Community Zone District – Commercial / Residential (PCZD – C/R) zoning classification for the 245 North 96th Street Annexation, in accordance with Title 17 of the Louisville Municipal Code (LMC); and

WHEREAS, the City Council has provided notice of its public hearing on said zoning request in the manner required by law; and

WHEREAS, the 245 North 96th Street Annexation is subject to the 2013 Louisville Comprehensive Plan (the "Plan"); and

WHEREAS, the Plan designates the area around and including the 245 North 96th Street Annexation for urban center, urban corridor, and urban neighborhood character development; and

WHEREAS, the Planned Community Zone District – Commercial / Residential (PCZD – C/R) zoning classification is most appropriate for the 245 North 96th Street Annexation, given its size, location, development, and the surrounding zoning; and

WHEREAS, the City Council finds that a City zoning classification of Planned Community Zone District – Commercial / Residential (PCZD – C/R) is consistent with the purposes and intent of the Plan and appropriate under the Plan and the City's zoning regulations; and

WHEREAS, pursuant to Section 17.72.020 of the Louisville Municipal Code, the 245

North 96th Street Annexation is eligible for a Planned Community Zone District – Commercial / Residential (PCZD – C/R) zoning classification by way of an amendment adding such property to the existing Planned Community Zone District contiguous to the property; and

WHEREAS, after a duly noticed public hearing held January 8, 2015, where evidence and testimony were entered into the record, including the findings in the Louisville Planning Commission Staff Report dated January 8, 2015, the Louisville Planning Commission has recommended the City Council approve a zoning classification of Planned Community Zone District – Commercial / Residential (PCZD – C/R) for the 245 North 96th Street Annexation; and

WHEREAS, City Council has reviewed the recommendation of the Louisville Planning Commission, and desires to apply a zoning classification of Planned Community Zone District – Commercial / Residential (PCZD – C/R) for the 245 North 96th Street Annexation; and

WHEREAS, City Council has provided notice of a public hearing on said ordinance by publication as provided by law and held a public hearing as provided in said notice;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

Section 1. That certain property known as the 245 North 96th Street Annexation, the legal description of which is set forth in Exhibit A attached hereto and made a part hereof, is hereby zoned Planned Community Zone District – Commercial / Residential (PCZD – C/R) for the uses permitted in the approved PCZD General Development Plan Amendment governing such property, a copy of which General Development Plan Amendment is attached hereto as Exhibit B, and the City zoning map shall be amended accordingly.

Section 2. The City Council hereby approves the Takoda General Development Plan – 2nd Amendment for 245 North 96th Street Annexation property**, subject to the following two conditions of approval:**

1) **The Applicant shall revise the General Development Plan (GDP) prior to recording to include a provision stating that no less than eighty percent (80%) of the total amount of all residential units developed on the Property shall be developed as affordable units at or below 60% of the area median income ("AMI"), and that at least 60 of the affordable units shall be age-restricted for occupancy by persons 55 or older, all as further provided in the Annexation Agreement.**
2) **The Applicant shall revise the General Development Plan (GDP) prior to recording to include a note stating that Use Group #12 in Section 17.72.090(b) - automobile service stations – is prohibited in Planning Area A.**

INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED PUBLISHED this 3rd day of March, 2015.

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Nancy Varra, City Clerk

APPROVED AS TO FORM:

_____
Light | Kelly, P.C.,
City Attorney

PASSED AND ADOPTED ON SECOND AND FINAL READING, this 17th day of March, 2015.

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Nancy Varra, City Clerk

EXHIBIT A
245 NORTH 96th STREET ANNEXATION

LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHEAST ¼ OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE NORTH $00^0$07'00" EAST ALONG THE EAST LINE OF SAID SECTION 5, A DISTANCE OF 772.18 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH $00^0$07'00" EAST ALONG THE EAST LINE OF SAID SECTION 5, A DISTANCE OF 592.90 FEET TO THE APPROXIMATE CENTERLINE OF THAT EASEMENT AND RIGHT OF WAY FOR ELECTRIC TRANSMISSION LINES AS GRANTED BY SAM MILANO TO PUBLIC SERVICE COMPANY OF COLORADO BY INSTRUMENT RECORDED FEBRUARY 16, 1942 IN BOOK 713 AT PAGE 130; THENCE NORTH $89^0$59'40" WEST, ALONG THE APPROXIMATE CENTERLINE OF THE SAID RIGHT OF WAY DESCRIBED IN BOOK 713 AT PAGE 130, A DISTANCE OF 783.09 FEET; THENCE SOUTH $00^0$07'00" WEST, A DISTANCE OF 846.77 FEET TO THE NORTH LINE OF THAT TRACT OF LAND WHICH IS EXCEPTED IN THE DESCRIPTION OF "TRACT 1" IN THE DEED FROM ESTA D. PARR AND GLENNIE PARR TO DAVIDSON INVESTMENTS, INC., A COLORADO CORPORATION, RECORDED JANUARY 22, 1962 IN BOOK 1216 AT PAGE 503; THENCE ALONG THE NORTH LINE OF THE SAID TRACT OF LAND EXCEPTED IN THE DESCRIPTION OF "TRACT 1" IN THE SAID DEED IN BOOK 1216 AT PAGE 503 BY THE FOLLOWING FOUR CALLS AND DISTANCES:

THENCE NORTH $55^0$09'00" EAST, A DISTANCE OF 5.23 FEET;
THENCE NORTH $83^0$50'00" EAST, A DISTANCE OF 247.65 FEET;
THENCE NORTH $67^0$30'00" EAST, A DISTANCE OF 316.33 FEET;
THENCE NORTH $66^0$49'00" EAST, A DISTANCE OF 262.00 FEET TO THE TRUE POINT OF BEGINNING.

LEGAL DESCRIPTION PREPARED BY:
A. JOHN BURI P.L.S. #24302
FOR AND ON BEHALF OF
SCOTT, COX & ASSOCIATES, INC.
1530 55th STREET
BOULDER, COLORADO 80303

RESOLUTION NO. 13
SERIES 2015

A RESOLUTION APPROVING AN ANNEXATION AGREEMENT FOR THE 245 NORTH 96TH STREET ANNEXATION

WHEREAS, the City of Louisville is authorized to annex land to the City and enter into an annexation agreement with the owner of the property to be annexed; and

WHEREAS, there has been proposed an Annexation Agreement between the City of Louisville and Boulder County Housing Authority relating to the annexation of certain real property owned by Boulder County Housing Authority and denominated as the 245 North 96th Street Annexation; and

WHEREAS, the City Council by this Resolution desires to approve such Annexation Agreement and authorize its execution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

Section 1. The proposed Annexation Agreement (245 North 96th Street Annexation) ("Agreement") between the City of Louisville and Boulder County Housing Authority is hereby approved in essentially the same form as the copy of such Agreement accompanying this Resolution.

Section 2. The Mayor is authorized to execute the Agreement on the behalf of the City, except that the Mayor is hereby granted the authority to negotiate and approve such revisions to said Agreement as the Mayor and City Manager determine are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Agreement are not altered.

PASSED AND ADOPTED this _____ day of _____, 2015.

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Nancy Varra, City Clerk

ANNEXATION AGREEMENT

THIS ANNEXATION AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2015 ("Effective Date"), by and between BOULDER COUNTY HOUSING AUTHORITY, a Colorado county housing authority, hereinafter referred to as "BCHA" or the "Owner," and the CITY OF LOUISVILLE, a municipal corporation of the State of Colorado, hereinafter referred to as "Louisville" or "the City." The City and Owner shall be referred to herein collectively as the "Parties."

Recitals

A. Owner desires to annex to Louisville the 13.404-acre parcel of property more particularly described on Exhibit A, attached hereto and incorporated herein by this reference ("the Property").

B. Owner executed a petition to annex the Property ("Annexation Petition"), which petition is on file with the City Clerk.

C. The Annexation Petition is signed by 100% of the owners of the Property excluding public streets and alleys.

D. Annexation of the Property to Louisville is consistent with the Intergovernmental Agreement effective July 9, 1996 among the City, the City of Lafayette, and Boulder County concerning the Lafayette/Louisville Buffer Comprehensive Development Plan, as amended (the "CDP IGA"), which designates the Property as within the Louisville Influence Area, as that term is defined therein.

E. Annexation of the Property to Louisville is consistent with the Intergovernmental Agreement effective August 28, 2012 among the City, the Louisville Housing Authority, BCHA, and Boulder County concerning Affordable Housing within the City of Louisville ("Affordable Housing IGA"), which requires that BCHA increase the number of affordable housing units it owns, controls, or manages within the City within five years of the effective date of the Affordable Housing IGA.

F. It is to the mutual benefit of the Parties to enter into this Agreement.

G. Owner acknowledges that, upon annexation, the Property will be subject to all ordinances, resolutions, and other regulations of the City, as they may be amended from time to time.

NOW, THEREFORE, IN CONSIDERATION OF THE ABOVE PREMISES AND THE COVENANTS AS HEREINAFTER SET FORTH, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Incorporation of Recitals. The parties confirm and incorporate the foregoing recitals into this Agreement.

2. Purpose. The purpose of this Agreement is to set forth the terms and conditions of the annexation of the Property to the City. Except as expressly provided for herein to the contrary, all terms and conditions herein are in addition to all requirements concerning annexation contained in the Municipal Annexation Act of 1965, as amended, C.R.S. §31-12-101 et seq.

3. Further Acts. Owner agrees to execute, promptly upon request of Louisville, any and all surveys and other documents necessary to effect the annexation of the Property and the other provisions of this Agreement. Owner agrees to not sign any other petition for annexation of the Property or any petition for an annexation election relating to the Property, except upon request of Louisville.

4. Annexation Fees. Owner agrees to provide legal documents, surveys, engineering work, newspaper publication, maps, and reports determined by Louisville to be necessary to accomplish the annexation, and agrees to pay Louisville an "Annexation and Initial Zoning Fee" in the amount of six thousand four hundred and fifteen dollars ($6,415.00).

5. Action on Petition. Louisville shall act upon the Annexation Petition within six months of the date of filing with the City Clerk, unless Owner consents to later action.

6. Zoning and Development. The Parties recognize that it is the intent and desire of Owner to develop the Property under a Planned Community Zone District – Commercial/Residential ("PCZD-C/R") zoning designation, and that the granting of such zoning of the Property by the City to "PCZD-C/R" is a condition to annexation of the Property. This condition to annexation shall be deemed satisfied and of no further effect 45 days after the date of publication of Ordinance No. 1680, Series 2015, approving such PCZD-C/R zoning. Owner shall take all action necessary to permit zoning by Louisville of the annexed Property within the time prescribed by state statutes and Section 17.44.080 of the Louisville Municipal Code. Owner further agrees that development of the Property under the PCZD-C/R zoning, and the allowed maximum permitted density of two hundred thirty one (231) residential units, shall be subject to the following terms and conditions, which are conditions to the annexation and zoning of the Property:

a. a. Affordable and Age-Restricted Units. No less than 80% of the total amount of all residential units developed on the Property shall be affordable units for which the maximum rents and income limits do not exceed those listed for Boulder County in the Colorado Housing and Finance Authority's ("CHFA") Income and Rent Tables, as amended, for tenants earning at or below 60% of the Area Median Income ("AMI"), as adjusted for family size and number of bedrooms. Within such 80%, no less than sixty (60) of the affordable units shall be age-restricted for occupancy by persons fifty-five years of age or older, to the extent permitted by and developed in accordance with the exemption in the Fair Housing Act that concerns housing for older persons and associated HUD regulations at 24 C.F.R. § 100.300 et seq. Such age-restricted housing affordable units shall be provided by the Boulder County Housing Authority ("BCHA"). (Thus, for example, if the Property is developed with 231 residential units, 185 units, at a minimum, shall be affordable units which shall be income restricted at or below 60% AMI, and at least 60 of those units shall be age-

restricted.) Each affordable unit shall be maintained as such for a period of not less than 40 consecutive years from the date of initial occupancy of the unit.

b. Preference Policy. In addition to the requirements of paragraph a above, and the qualifying income requirements, the preferences described in this paragraph b shall be applied in the selection of residents associated with the age-restricted and affordable units described above. Specifically, for a period of three years from the date of initial occupancy of the unit, BCHA and any entity(ies) which own, control or manage the age-restricted or affordable units shall first favor applicants displaced as a result of the 2013 flood disaster. Subordinate to the flood preference, BCHA and any entity(ies) which own, control or manage the age-restricted or affordable units shall apply the local preferences described in (i) through (iii) below in determining the placement of an applicant on the waiting list(s) for initial or subsequent lease of the age-restricted or affordable units, so that applicants having a preference shall be selected from the waiting list and receive an opportunity for an available unit earlier than those who do not have a preference. Each of the preferences listed in subparagraphs (i) and (iii) below shall have equal weight in determining the order of an applicant's placement on the waiting list. The preferences shall include the following:

(i) *Current residents*: A household in which one or more members is living within the City of Louisville at the time of application. Documentation of residency should be provided, such as rent receipts, utility bills, street listing or voter registration listing;

(ii) *Employees of Local Businesses and Governmental Entities:* Employees of businesses located in the City of Louisville or local governments operating in the City of Louisville, and individuals with offers of employment from businesses located in the City of Louisville or local governments operating in the City of Louisville; or

(iii) *Relocating Family Member:* Individuals who are over the age of 62, or disabled, who are seeking to move to the City of Louisville to be in proximity of immediate family who already reside in the City of Louisville.

With the exception of the flood preference, the above-stated preferences shall be applied to all age-restricted and affordable units described in paragraph a above for a period of not less than fifteen years from the date of initial occupancy of the unit. BCHA and any entity(ies) which own, control or manage the age-restricted or affordable units shall inform applicants about available preferences, and provide an opportunity for applicants to show that they qualify for available preferences.

The above-stated preferences shall be given equal or greater weight than any other preferences extended for age-restricted and affordable units. It is acknowledged that preferences will affect only the order of applicants on the waiting list, and shall not

make anyone eligible who was not otherwise eligible, nor shall they change the BCHA's right to apply or modify other tenant selection criteria associated with the residential development of the Property, provided the same are not contrary to the provisions of this Agreement. BCHA and any entity(ies) which own, control or manage the age-restricted or affordable units shall comply with the preferences described in this paragraph b to the greatest extent possible in obtaining financing for the age-restricted and affordable units and operating such units, recognizing that all preferences must comply with non-discrimination, equal opportunity, and Fair Housing requirements. In the event a third party such as the U.S. Justice Department, HUD, or CHFA requires modifications to these preferences as a condition to providing financing for the affordable housing units or to conform them to law, Owner may make such modifications that represent the minimum changes necessary to satisfy the third party's requirements and shall notify the City. Amendments to the Preference Policy required by a third party shall not require an amendment to this Agreement.

c. Related Provisions. Nothing herein shall preclude the provision of additional age-restricted housing or affordable units above the minimum requirements set forth in paragraph a, above. Owner shall execute and record all covenants, restrictions and other documents and take all other actions necessary to ensure the provision and maintenance of the above-required minimum number of age-restricted and affordable units, and application of the above-required preferences. In the event it is determined by a final, non-appealable order of a court of competent jurisdiction that any provision of the foregoing paragraphs a or b is invalid, including without limitation the requirements that the age-restricted and affordable units be provided and maintained and the preferences be applied, the Owner and City agree they shall take actions as are necessary to achieve, to the greatest degree and for the longest possible term, the intent of the affected provisions, it being the parties' express intent that the age-restricted and affordable units and preferences be available for the time periods stated in this Agreement. However, the Owner agrees upon expiration of the initial periods, the Owner shall renew said period for successive 40 year and 15 year periods to the extent permitted by law.

7. Dedications. Owner agrees to dedicate such easements and rights-of-way for public streets, drainage, utilities and other public purposes as are required by City ordinances and resolutions, in a form mutually agreeable to the Parties and in locations identified on the final plat(s) for the Property; provided, however, Owner agrees to dedicate such rights-of-way and easements at such earlier time as is reasonably determined by the City to be required for commencement of construction of such streets or for extension of utilities or drainage improvements. At or prior to the recording of the first final plat for the Property, Owner shall comply with the public land dedication requirements of section 16.16.060.B of the Louisville Municipal Code, either by the dedication of land or payment in lieu of dedication, as the City shall determine.

8. Public Improvements - General. Owner agrees to design, improve, and provide signage, lighting, and signalization for all public streets and other public ways within or adjacent to the Property to the extent required by City ordinances and resolutions and other applicable

standards and agreements, subject to any reimbursement which may be provided for in such ordinances, resolutions, standards, and agreements; to make such other improvements as required by City ordinances and resolutions; to guarantee construction of all required improvements; and, if requested by Louisville, to dedicate to Louisville any or all other improvements required by City ordinances and resolutions and other applicable standards.

9. Public Improvements – Streets. Owner shall at its expense design and construct (i) Hecla Drive from Highway 42 through the Property to connect with the existing Hecla Dive west of the Property; (ii) Kaylix Avenue for its full length north-south through the Property; and (iii) all Highway 42 street improvements along the full frontage of the Property, including without limitation, piping of existing ditches. The foregoing improvements shall be completed with the first phase of public improvements for development of the Property, in accordance with the approved final plat(s) and associated subdivision agreement(s) and City-approved construction plans.

10. Traffic Signal. Owner shall be responsible for and shall pay or reimburse the City for 50% of the cost of a traffic signal installation at the intersection of Hecla Drive and Highway 42. In fulfillment of such obligation, Owner shall pay to the City, within 30 days of the date of CDOT's issuance of its written approval for the traffic signal installation, an amount equal to 50% of the then-current City engineering estimate of cost of the traffic signal installation based upon a mutually acceptable industry standard for cost estimating. The City shall apply such funds to capital costs incurred for installation of the traffic signal.

11. Trail Improvements. Owner shall at its expense design and construct trail connections and improvements throughout the Property connecting, in accordance with the approved final plat(s), to existing and planned trails within the City. Such improvements shall include without limitation construction of the regional trail connection along the north boundary of the Property, which shall be completed with the first phase of public improvements for development of the Property, in accordance with the approved final plat(s) and associated subdivision agreement(s) and City-approved construction plans.

12. Fee Waivers; Other Assistance. In accordance with longstanding policy supporting City assistance with impact fees and related costs of affordable housing development, and in exchange for Owner's commitments in this Agreement regarding age-restricted housing, affordable housing, and tenant selection preferences, as well as dedication of Owner's property to the City and design, construction, and guarantee of the public improvements described in sections 8, 9, 10, and 11, Louisville agrees to work with Owner in good faith to reach a mutually satisfactory agreement within 60 days of execution of this Agreement as to a schedule of waived, reduced, or deferred City plan review fees, permit fees, or other appropriate financial incentives by the City. Such other financial incentives may include, without limitation, sharing the costs of public infrastructure the Owner is required to construct. Any such proposed agreement shall be subject to separate approval by governing bodies of the BCHA and City. Failure of the parties to reach agreement on a financial incentive package shall not affect the requirements of paragraphs 6.a through 6.c of this Agreement, which requirements may only be released by separate, written amendment to this Agreement or as required by law.

13. Conformity with Laws. Owner agrees that the design, improvement, construction, development, and use of the Property shall be in conformance with, and that Owner shall comply with, all applicable City ordinances and resolutions including, without limitation, ordinances and resolutions pertaining to subdivision, zoning, storm drainage, utilities, and flood control.

14. No Repeal of Laws. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of the City's ordinances or resolutions, or as a waiver of the City's legislative, governmental, or police powers to promote and protect the health, safety, and welfare of the City and its inhabitants; nor shall this Agreement prohibit the enactment or increase by the City of any tax or fee.

15. Disconnection. No right or remedy of disconnection of the Property from the City shall accrue from this Agreement, other than that provided by applicable City ordinances. In the event the Property or any portion thereof is disconnected at Owner's request, Louisville shall have no obligation to serve the disconnected property or portion thereof and this Agreement shall be void and of no further force and effect as to such disconnected property or portion thereof.

16. Severability. The Parties agree that if any part, term, portion, or provision of this Agreement is held by a court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining parts, terms, portions, or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, portion, or provision held to be invalid; provided, however, that in the event such invalidation would render the remaining portions of this Agreement ineffective to carry out the intentions of the Parties as expressed or implied by this Agreement, then the Parties shall negotiate in good faith for an amendment to this Agreement to replace such objectionable provision(s) with an enforceable provision which effectuates, as nearly as possible, the intentions of Parties.

17. Municipal Services. Louisville agrees to make available to the Property all of the usual municipal services in accordance with the ordinances and policies of the City which services include, but are not limited to, police protection and water and sewer services. Owner acknowledges that City services do not include, as of the date of the execution of this Agreement, fire protection or emergency medical services, but the Property is presently included within the boundaries of and is entitled to receive such services from the Louisville Fire Protection District.

18. Water Rights. With respect to Section 16.32.030(G) of the Louisville Municipal Code, as amended, and existing City policy as set forth in Resolution No. 6, Series 2007, as amended, Owner represents to the City that it owns no water rights appurtenant to the Property, nor any other water rights available for dedication to the City. The City agrees that Owner will not be required to dedicate any water rights to the City at any time and will instead pay water tap fees to the City upon issuance of building or tap permits in accordance with City ordinances. The City hereby agrees to waive the requirement under Section 7 of Resolution No. 6, Series 2007, for payment in lieu of water dedication. The City acknowledges that compliance with the foregoing will satisfy the requirements of the City Code and policy regarding the dedication of Raw Water Credits in connection with annexation of the Property.

19. Special District Inclusion. The Property shall be included into the Northern Colorado Water Conservancy District (NCWCD), and the Municipal Subdistrict, prior to receiving water service from the City of Louisville. Further, Owner shall petition to include the Property into the NCWCD and Municipal Subdistrict at its expense.

20. Future Cooperation. The Parties agree that they will cooperate with one another in accomplishing the terms, conditions, and provisions of this Agreement, and will execute such additional documents as necessary to effectuate the same.

21. Amendment. This Agreement may be amended by the City and any Owner without the consent of any other Owner as long as such amendment affects only that Owner's portion of the Property. Such amendments shall be in writing, shall constitute covenants running with the land, and shall be binding upon all persons or entities having an interest in the Property subject to the amendment unless otherwise specified in the amendment. Except as otherwise provided herein, this Agreement shall not be amended unless approved in writing by all Parties hereto.

22. Entire Agreement. This Agreement embodies the entire agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the Parties.

23. Indemnification. To the extent permitted by law, Owner agrees to indemnify and hold harmless the City and the City's officers, employees, agents, and contractors, from and against all liability, claims, and demands, including reasonable attorney's fees and court costs which arise out of or are in any manner connected with the annexation of the Property, or with any other annexation or other action determined necessary or desirable by the City in order to effectuate the annexation of the Property, or which are in any manner connected with Louisville's enforcement of this Agreement, limited to the extent such liability is caused by Owner. Owner further agrees to investigate, handle, respond to, and to provide defense for and defend against, or at the City's option, to pay, to the extent there exists a conflict of interest between the Parties, the reasonable attorney's fees for defense counsel of the City's choice for, any such liability, claim, or demand, limited to the extent such liability is caused by Owner. The Parties agree to mutually cooperate in the defense of any alleged or threatened claim, challenge, demand or liability.

24. Owner. As used in this Agreement, the term "Owner" and "the City" or "Louisville" shall include any of the applicable heirs, transferees, successors, or assigns of such Parties, and all such parties shall have the right to enforce this Agreement, and shall be subject to the terms of this Agreement, as if they were the original parties thereto.

25. Amendments to Law. As used in this Agreement, unless otherwise specifically provided herein or otherwise set forth in future documents approved by the City, any reference to any provision of any City ordinance, resolution, or policy is intended to refer to any subsequent amendments or revisions to such ordinance, resolution, or policy, and the Parties agree that such amendments or revisions shall be binding upon Owner.

26. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the heirs, transferees, successors, and assigns of the Parties hereto, and shall constitute covenants running with the land. This Agreement and any amendments hereto shall be recorded with the County Clerk of Boulder County, Colorado, at Owner's expense. Subject to the conditions precedent herein, this Agreement may be enforced in any court of competent jurisdiction.

27. Failure to Annex. This Agreement shall be null and void if the City fails to approve the annexation of the Property.

28. Legislative Discretion. Owner acknowledges that the annexation and zoning of the property are subject to the legislative discretion and/or quasi-judicial determination of the City Council of the City. No assurances of annexation or zoning have been made or relied upon by Owner. In the event that, in the exercise of legislative discretion by the City Council or through the exercise of the powers of initiative or referendum, any action with respect to the property herein contemplated is not taken, then Owner's sole and exclusive remedy for any breach hereof accompanied by the exercise of such discretion shall be the withdrawal of the Annexation Petition by Owner, or disconnection from the City in accordance with state law, as may be appropriate. Owner specifically waives all rights and claims to any other remedies available at law or in equity for any breach of this Agreement accompanied by the exercise of any such discretion, including but not limited to discretion exercised by the rights of initiative or referendum.

29. Notice. All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by facsimile transmission or registered or certified mail, return receipt requested, postage prepaid, to the addresses of the Parties herein set forth. All notices by hand delivery shall be effective upon receipt. All facsimile transmissions shall be effective upon transmission receipt. All notices by mail shall be considered effective seventy-two (72) hours after deposit in the United States mail with the proper address as set forth below. Either party by notice so given may change the address to which future notices shall be sent.

Notice to City:	City of Louisville City Manager 749 Main Street Louisville, CO 80027 Fax: (303) 673-9043
Notice to Owner:	Boulder County Housing Authority P.O. Box 741 Boulder, CO 80301

30. Election. Owner agrees that it is voluntarily entering into this Agreement. Owner represents and submits that, to the extent an election would be required pursuant to C.R.S. §31-12-112, as amended, to approve the annexation or to impose terms and conditions upon the Property to be annexed, Owner owns 100 percent of the Property, excluding public streets and

alleys, and would vote to approve the annexation and all terms and conditions as set forth herein. Thus, any election would necessarily result in a majority of the electors' approval to the annexation and the terms and conditions.

31. No Third-Party Rights. This Agreement is made solely for the benefit of the Parties hereto and their respective heirs, transferees, successors, and assigns, and is not intended to nor shall it be deemed to confer rights to any other persons or entities.

32. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Boulder County, Colorado or the federal district court for Colorado.

33. Headings. The section headings in this Agreement shall not be used in the construction or interpretation hereof as they have no substantive effect and are for convenience only.

34. Authority & Counterparts. Owner warrants to the City that it is the record owner of the Property described on Exhibit "A" and that its undersigned signatory has been duly authorized to execute this Agreement on behalf of Owner. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same document.

OWNER
BOULDER COUNTY HOUSING AUTHORITY,
a Colorado county housing authority

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
) ss
COUNTY OF BOULDER)

The foregoing instrument was acknowledged before me this ____ day of _____ 201____, by _____, as _____ of Housing Authority of the County of Boulder, Colorado, a Colorado county housing authority.

Witness my hand and seal.
My commission expires on:_____

_____
(Notary Public)

(SEAL)

CITY OF LOUISVILLE

By:_____
Robert P. Muckle, Mayor

ATTEST:

By:_____
Nancy Varra, City Clerk

EXHIBIT A
245 NORTH 96th STREET ANNEXATION

LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHEAST ¼ OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE NORTH $00^0$07'00" EAST ALONG THE EAST LINE OF SAID SECTION 5, A DISTANCE OF 772.18 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH $00^0$07'00" EAST ALONG THE EAST LINE OF SAID SECTION 5, A DISTANCE OF 592.90 FEET TO THE APPROXIMATE CENTERLINE OF THAT EASEMENT AND RIGHT OF WAY FOR ELECTRIC TRANSMISSION LINES AS GRANTED BY SAM MILANO TO PUBLIC SERVICE COMPANY OF COLORADO BY INSTRUMENT RECORDED FEBRUARY 16, 1942 IN BOOK 713 AT PAGE 130; THENCE NORTH $89^0$59'40" WEST, ALONG THE APPROXIMATE CENTERLINE OF THE SAID RIGHT OF WAY DESCRIBED IN BOOK 713 AT PAGE 130, A DISTANCE OF 783.09 FEET; THENCE SOUTH $00^0$07'00" WEST, A DISTANCE OF 846.77 FEET TO THE NORTH LINE OF THAT TRACT OF LAND WHICH IS EXCEPTED IN THE DESCRIPTION OF “TRACT 1” IN THE DEED FROM ESTA D. PARR AND GLENNIE PARR TO DAVIDSON INVESTMENTS, INC., A COLORADO CORPORATION, RECORDED JANUARY 22, 1962 IN BOOK 1216 AT PAGE 503; THENCE ALONG THE NORTH LINE OF THE SAID TRACT OF LAND EXCEPTED IN THE DESCRIPTION OF “TRACT 1” IN THE SAID DEED IN BOOK 1216 AT PAGE 503 BY THE FOLLOWING FOUR CALLS AND DISTANCES:

THENCE NORTH $55^0$09'00" EAST, A DISTANCE OF 5.23 FEET;
THENCE NORTH $83^0$50'00" EAST, A DISTANCE OF 247.65 FEET;
THENCE NORTH $67^0$30'00" EAST, A DISTANCE OF 316.33 FEET;
THENCE NORTH $66^0$49'00" EAST, A DISTANCE OF 262.00 FEET TO THE TRUE POINT OF BEGINNING.

LEGAL DESCRIPTION PREPARED BY:
A. JOHN BURI P.L.S. #24302
FOR AND ON BEHALF OF
SCOTT, COX & ASSOCIATES, INC.
1530 55th STREET
BOULDER, COLORADO 80303

RESOLUTION NO. 02
SERIES 2015

A RESOLUTION RECOMMENDING APPROVAL OF AN ORDINANCE ZONING AS PLANNED COMMUNITY ZONE DISTRICT - COMMERCIAL / RESIDENTIAL (PCZD – C/R) CERTAIN PROPERTY ANNEXED INTO THE CITY OF LOUISVILLE AND KNOWN AS THE 245 NORTH 96TH STREET ANNEXATION

WHEREAS, there is an application before the City Council to annex into the City certain unincorporated property, referred to as 245 North 96th Street Annexation and described in Exhibit A attached hereto (the "245 North 96th Street Annexation"); and

WHEREAS, the City Council must provide for the initial zoning of the 245 North 96th Street Annexation; and

WHEREAS, the landowner has requested a Planned Community Zone District – Commercial / Residential (PCZD – C/R) zoning classification for the 245 North 96th Street Annexation, in accordance with Title 17 of the Louisville Municipal Code (LMC); and

WHEREAS, the 245 North 96th Street Annexation is subject to the 2013 Louisville Comprehensive Plan (the "Plan"); and

WHEREAS, the Plan designates the area around and including the 245 North 96th Street Annexation for urban center, urban corridor, and urban neighborhood character development; and

WHEREAS, the Planned Community Zone District – Commercial / Residential (PCZD – C/R) is most appropriate for the 245 North 96th Street Annexation, given its size, location, development, and the surrounding zoning; and

WHEREAS, the Planning Commission finds that a City zoning classification of Planned Community Zone District – Commercial / Residential (PCZD – C/R) is consistent with the purposes and intent of the Plan and appropriate under the Plan and the City's zoning regulations; and

WHEREAS, pursuant to Section 17.72.020 of the Louisville Municipal Code, the 245 North 96th Street Annexation is eligible for a Planned Community Zone District – Commercial / Residential (PCZD – C/R) zoning classification by way of an amendment adding such property to the existing Planned Community Zone District contiguous to the property; and

WHEREAS, after a duly noticed public hearing held January 8, 2015, where evidence and testimony were entered into the record, including the findings in the Louisville Planning Commission Staff Report dated January 8, 2015, the Louisville Planning Commission has recommended the City Council approve a zoning classification of Planned Community Zone District – Commercial / Residential (PCZD – C/R) for the 245 North 96th Street Annexation; and

NOW THEREFORE, BE IT RESOLVED that the Planning Commission of the City of Louisville, Colorado does hereby recommend approval of an ordinance zoning as Planned Community Zone District – Commercial / Residential (PCZD – C/R) certain property to be annexed into the City of Louisville and known as the 245 North 96th Street Annexation.

PASSED AND ADOPTED this 8th day of January, 2015.

By: _____
Chris Pritchard, Chairman
Planning Commission

Attest: _____
Ann O'Connell, Secretary
Planning Commission

EXHIBIT A
245 NORTH 96th STREET ANNEXATION

LEGAL DESCRIPTION

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LEGAL DESCRIPTION PREPARED BY:
A. JOHN BURI P.L.S. #24302
FOR AND ON BEHALF OF
SCOTT, COX & ASSOCIATES, INC.
1530 55th STREET
BOULDER, COLORADO 80303

City of Louisville

Department of Planning and Building Safety

749 Main Street • Louisville CO 80027 • 303.335.4592 • www.louisvilleco.gov

LAND USE APPLICATION

CASE NO. _____

APPLICANT INFORMATION

Firm: Boulder County Housing Authority
Contact: Norrie Boyd
Address: 2525 13th St
Boulder, CO
Mailing Address: PO Box 471
Boulder, CO 80306
Telephone: (303) 441-1506
Fax:
Email: Nboyd@BoulderCounty.org

OWNER INFORMATION

Firm: Boulder County Housing Authority
Contact: Norrie Boyd
Address: 2525 13th St
Boulder, CO
Mailing Address: PO Box 471
Boulder, CO 80306
Telephone: (303) 441-1506
Fax:
Email: Nboyd@BoulderCounty.org

REPRESENTATIVE INFORMATION

Firm: Barrett Studio Architects
Contact: Nicole Delmage
Address: 1944 20th St
Boulder, CO 80302
Mailing Address: Same
Telephone: (303) 449-1141
Fax:
Email: Nicole@barrettstudio.com

PROPERTY INFORMATION

Common Address: 245 N 96th St
Legal Description: Lot _____ Blk _____
Subdivision TR South Central NBR 145 820
Area: 13.404 Acres ~~Sq. Ft.~~

TYPE (S) OF APPLICATION

- [x] Annexation
- [x] Zoning
- [ ] Preliminary Subdivision Plat
- [ ] Final Subdivision Plat
- [ ] Minor Subdivision Plat
- [ ] Preliminary Planned Unit Development (PUD)
- [ ] Final PUD
- [ ] Amended PUD
- [ ] Administrative PUD Amendment
- [ ] Special Review Use (SRU)
- [ ] SRU Amendment
- [ ] SRU Administrative Review
- [ ] Temporary Use Permit: _____
- [ ] CMRS Facility: _____
- [ ] Other: (easement / right-of-way; floodplain; variance; vested right; 1041 permit; oil / gas production permit)

PROJECT INFORMATION

Summary:
This proposed annexation and zoning initiates the process for the development of affordable senior housing, affordable multi-family housing, art center and artist co-housing on the former Alkonis site.

Current zoning: RR Boulder County Proposed zoning: PCZD-C/R

SIGNATURES & DATE

Applicant: Frank L. Alexander
Print: Frank Alexander, BCHA
Owner: Frank L. Alexander
Print: Frank Alexander, BCHA
Representative:
Print: Nicole Delmage, BSA

CITY STAFF USE ONLY

- [ ] Fee paid: _____
- [ ] Check number: _____
- [ ] Date Received: _____

Boulder County

Housing Authority

2525 13th Street, Suite 204 • Boulder, Colorado 80304 • Tel: 303.441.3929 Fax: 720.564.2283
www.bouldercountyhhs.org

Troy Russ, Director of Planning and Building Safety
City of Louisville
749 Main Street
Louisville, CO 80027

October 6, 2014

Dear Mr. Russ:

The Boulder County Housing Authority is pleased to submit this application for annexation of the property located at 245 N. 96th into the City of Louisville. As the last significant parcel of land identified for annexation into Louisville, the site, located at the northwest corner of Highway 42 and South Boulder Road, presents a unique opportunity for BCHA to help create diverse housing opportunities for residents of varying income levels as part of a mixed-use, sustainable neighborhood.

BCHA currently owns and operates 146 units in Louisville – far short of the number of units required to meet the demand for affordable housing. The City of Louisville recognized this pressing need for more affordable units in 2012 when it entered into an intergovernmental agreement with BCHA and the Louisville Housing Authority (the "IGA"). Under the IGA, BCHA committed to expand affordable options in Louisville within five years by adding at least 15 units to its portfolio. Since that IGA was signed, the City reaffirmed the need to ensure an adequate supply of affordable housing in its 2013 Comprehensive Plan, as part of a mix of housing types and pricing to meet the changing economic, social, and multi-generational needs of those who reside, and would like to reside, in Louisville.

We look forward to working with your staff, Louisville residents, and the Boulder County community to help make this vision a reality.

Thank you for your consideration of our request, and please feel free to contact me if you have any questions.

Sincerely,

Frank L. Alexander

Frank Alexander
Director, Boulder County Department of Housing and Human Services

Exhibit "B"

(Signed Petition for Annexation)

PETITION FOR ANNEXATION

TO: THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO

We, the undersigned landowners, in accordance with Colorado law, hereby petition the City of Louisville and its City Council for annexation to the City of Louisville of the unincorporated territory, the legal description of which is attached hereto as Exhibit "A" and incorporated herein by this reference, located in the County of Boulder and the State of Colorado, and to be known as the 245 North 96th Street Annexation to the City of Louisville.

As part of this petition, your petitioners further state to the City Council that:

1. It is desirable and necessary that the territory described in Exhibit A be annexed to the City of Louisville.

2. The requirements of Sections 31-12-104 and 31-12-105, C.R.S., as amended, exist or have been met in that:

    a. Not less than one sixth of the perimeter of the area proposed to be annexed is contiguous with the City of Louisville or will be contiguous with the City of Louisville within such time as required by Section 31-12-104.

    b. A community of interest exists between the area proposed to be annexed and the City of Louisville.

    c. The area proposed to be annexed is urban or will be urbanized in the near future.

    d. The area proposed to be annexed is integrated with or is capable of being integrated with the City of Louisville.

    e. No land within the boundary of the area proposed to be annexed which is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, has been divided into separate parts or parcels without the written consent of the landowner or landowners thereof, unless such tracts or parcels were separated by a dedicated street, road, or other public way.

    f. No land within the boundary of the area proposed to be annexed which is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, comprises twenty acres or more, and together with the buildings and improvements situated thereon, has an assessed value in excess of two hundred thousand dollars ($200,000.00) for ad valorem tax purposes for the year next preceding the annexation, has been

included within the area proposed to be annexed without the written consent of the landowner or landowners.

g. No annexation proceedings have been commenced for any portion of the area proposed to be annexed for this annexation of such area to another municipality. The area proposed to be annexed is not part of any incorporated city, city and county, or town.

h. The annexation of the area proposed to be annexed will not result in the detachment of area from any school district.

i. The annexation of the territory proposed to be annexed will not have the effect of extending the boundary of the City of Louisville more than three miles in any direction from any point of the boundary of the City of Louisville in any one year.

j. The Territory proposed to be annexed is 13.404 acres in total area.

k. Prior to completion of the annexation of the area proposed to be annexed, a general development plan will be in place, pursuant to Section 31-12-105(1)(e), C.R.S., which generally describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the City of Louisville, and the proposed land uses for the area.

l. In establishing the boundary of the area proposed to be annexed, if a portion of a platted street or alley is to be annexed, the entire width of the street or alley has been included within the area annexed, and reasonable access will not be denied to any landowners, owners of any easement, or the owners of any franchise adjoining any platted street or alley which is to be annexed but is not bounded on both sides by the City of Louisville.

m. If required, an impact report will be prepared and filed pursuant to Section 31-12-108.5, C.R.S.

3. The owners of more than fifty percent of the area proposed to be annexed, exclusive of dedicated streets and alleys, have signed this petition and hereby petition for annexation of such territory.

   The signatures on this petition comprise one-hundred percent (100%) of the landowners of the territory to be annexed and said landowners attesting to the facts and agreeing to the conditions herein contained will negate the necessity of any annexation election.

4. The development standards applicable to this annexation as provided in the Louisville Municipal Code, Chapter 16.32, as amended, have been or will be met by this annexation.

5. Accompanying this petition are four copies of an annexation map containing the following information:

    a. A written legal description of the boundaries of the area proposed to be annexed;

    b. A map showing the boundary of the area proposed to be annexed, said map prepared by and containing the seal of a registered engineer;

    c. Within the annexation boundary map, a showing of the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks;

    d. Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the City of Louisville and the contiguous boundary of any other municipality abutting the area proposed to be annexed, and a showing of the dimensions of such contiguous boundaries.

6. Upon the annexation ordinance becoming effective, all lands within the area proposed to be annexed will become subject to all ordinances, resolutions, rules, and regulations of the City of Louisville, except for general property taxes of the City of Louisville, which shall become effective as of the January 1 next ensuing.

7. The zoning classification requested for the area proposed to be annexed is Planned Community Zone District – C/R, as shown on the zoning map attached hereto and incorporated herein.

   The petitioners agree that said annexed lands shall be brought under the provisions of Title 17 of the Louisville Municipal Code and the map thereunder within ninety (90) days from the effective date of the annexation ordinance.

8. The City of Louisville is capable of furnishing water or sanitary sewer facilities to the area proposed to be annexed.

9. If required by the City, an annexation agreement has been or will be executed. The petitioners hereby expressly consent to the terms and conditions set forth in the annexation agreement.

10. The petitioners agree to the following terms and conditions, which shall be covenants running with the land, and which may, at the option of the City, appear on the annexation map:

    a. Water rights shall be provided pursuant to City ordinance.

    b. All conditions set out in the annexation agreement executed by the petitioners.

WHEREFORE, the petitioners, whose signatures are on the signature sheet on the next page, respectfully request that the City of Louisville, acting through its City Council, approve the annexation of the area proposed be annexed:

SIGNATURE SHEET

Signature of Landowner / Petitioner	Date of signing of each signature	Mailing Address of landowner / petitioner	Are you a Registered elector, resident landowner of the area proposed to be annexed? (Yes or No)	Are you a non-resident landowner of the area proposed to be annexed? (Yes or No)	See Exhibit A, attached hereto and incorporated into this petition by this reference, for the legal description of the land owner by this signer
	12/29/2014	Frank Alexander Boulder County Housing Authority PO Box 471 Boulder, CO 80306	No	Yes	See Exhibit "A"

AFFIDAVIT OF CIRCULATOR

The undersigned, being of lawful age, who being first duly sworn upon oath deposes and says:

That (he or she) was the circulator of the foregoing Petition for Annextion of lands to the City of Louisville, Colorado, consisting of 6 pages, including this page and that each signature thereon was witnessed by your affiant and is the true signature of the person whose name it purports to be.

Frank Alexander Circulator

ACKNOWLEDGEMENT

STATE OF COLORADO)
) SS
COUNTY OF Boulder)

The above and foregoing Affidavit of Circulator was subscribed and sworn to before me this 29th day of December, 20 14.

Witness my hand and official seal.

My commission expires on: 2/10/2018

Notary Public

2525 13th St. #204, Boulder, CO

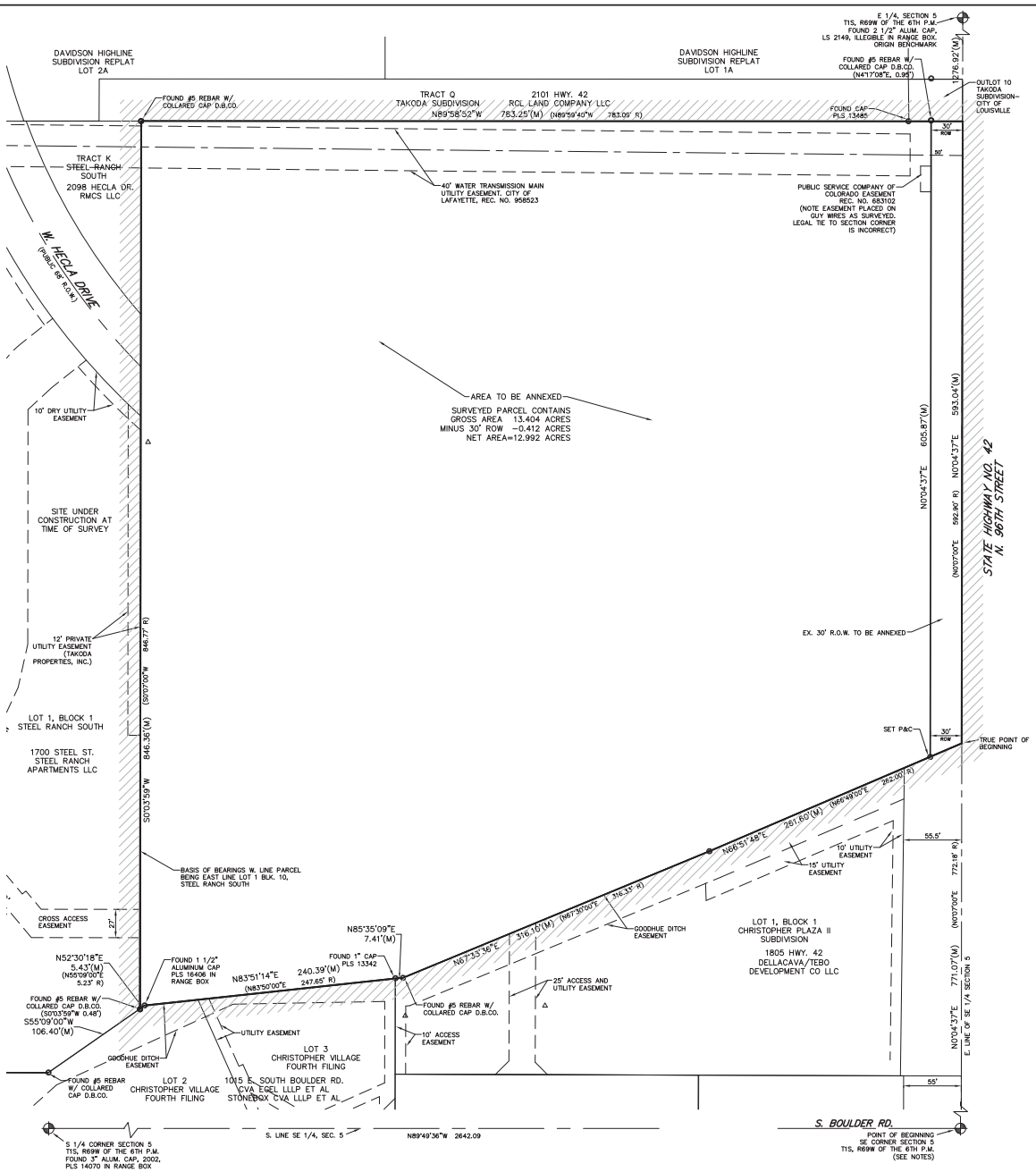
Address

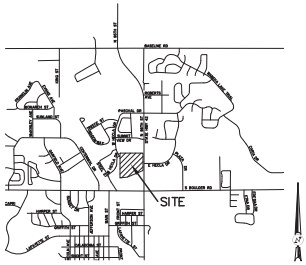
NOTARY PUBLIC
GENEVA Z. BAILEY
(SEAL)
STATE OF COLORADO

245 NORTH 96TH STREET

ANNEXATION MAP NO. 1

LOCATED IN SE 1/4 SECTION. 5, T1S, R69W OF THE 6TH P.M.
COUNTY OF BOULDER
STATE OF COLORADO





VICINITY MAP

SCALE: 1" = 2000'

OWNERS CERTIFICATE

BOULDER COUNTY HOUSING AUTHORITY, BEING THE OWNER OF THAT REAL PROPERTY AS SHOWN ON THE ACCOMPANYING MAP, HAS CAUSED SAID REAL PROPERTY TO BE ANNEXED TO THE CITY OF LOUISVILLE, COLORADO.

_____ _____
BY DATE

ACKNOWLEDGEMENT

STATE OF COLORADO)
) SS.
COUNTY OF BOULDER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20__, BY _____

WITNESS MY HAND AND SEAL.
MY COMMISSION EXPIRES: _____

[SEAL]

_____
NOTARY PUBLIC

CERTIFICATION

THIS IS TO CERTIFY THAT THIS MAP WAS MADE UNDER MY DIRECT RESPONSIBILITY, SUPERVISION AND CHECKING AND THAT IT IS A TRUE AND CORRECT REPRESENTATION OF THE AREA TO BE ANNEXED TO THE CITY OF LOUISVILLE, COLORADO, AND THAT AT LEAST ON SIXTH (1/6) OF THE BOUNDARY OF SAID PARCEL IS CONTIGUOUS TO THE PRESENT CITY OF LOUISVILLE, COLORADO.

A. JOHN BURI, PLS 24302
FOR AND ON BEHALF OF
SCOTT, COX & ASSOCIATES, INC.

COLORADO REGISTERED PROFESSIONAL LAND SURVEYOR A. JOHN BURI 24302

Scale: 1" = 50'
U.S. SURVEY FEET
0 25 50 100

LEGEND

⊕	PUBLIC LAND CORNER FOUND
o	FOUND MONUMENT AS NOTED
(R)	RECORD COURSE PER LEGAL DESCRIPTION
(M)	MEASURED COURSE PER THIS SURVEY
(S54°08'29"W 0.08')	RECORD OR CALCULATED POSITION TO FOUND MONUMENT
	PROPERTY CONTIGUOUS TO EXISTING CITY OF LOUISVILLE LIMITS

TOTAL PERIPHERY OF AREA TO BE ANNEXED =565,919.30 FEET
ONE SIXTH OF TOTAL PERIPHERY =94,319.88 FEET
CONTIGUITY TO EXISTING CITY LIMITS =565,919.30 FEET

OWNER: BOULDER COUNTY HOUSING AUTHORITY
2525 13TH STREET
BOULDER, COLORADO 80304-4104

SURVEYOR: SCOTT, COX & ASSOCIATES, INC.
1530 55TH STREET
BOULDER, COLORADO 80303

LEGAL DESCRIPTION (PER TITLE COMMITMENT)

THAT PORTION OF THE SOUTHEAST ¼ OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE NORTH 00°07'00" EAST ALONG THE EAST LINE OF SAID SECTION 5, A DISTANCE OF 772.18 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°07'00" EAST ALONG THE EAST LINE OF SAID SECTION 5, A DISTANCE OF 592.90 FEET TO THE APPROXIMATE CENTERLINE OF THAT EASEMENT AND RIGHT OF WAY FOR ELECTRIC TRANSMISSION LINES AS GRANTED BY SAM MILANO TO PUBLIC SERVICE COMPANY OF COLORADO BY INSTRUMENT RECORDED FEBRUARY 16, 1942 IN BOOK 713 AT PAGE 130; THENCE NORTH 89°59'40" WEST, ALONG THE APPROXIMATE CENTERLINE OF THE SAID RIGHT OF WAY DESCRIBED IN BOOK 713 AT PAGE 130, A DISTANCE OF 783.09 FEET; THENCE SOUTH 00°07'00" WEST, A DISTANCE OF 846.77 FEET TO THE NORTH LINE OF THAT TRACT OF LAND WHICH IS EXCEPTED IN THE DESCRIPTION OF "TRACT 1" IN THE DEED FROM ESTA D. PARR AND GLENNIE PARR TO DAVIDSON INVESTMENTS, INC., A COLORADO CORPORATION, RECORDED JANUARY 22, 1962 IN BOOK 1216 AT PAGE 503; THENCE ALONG THE NORTH LINE OF THE SAID TRACT OF LAND EXCEPTED IN THE DESCRIPTION OF "TRACT 1" IN THE SAID DEED IN BOOK 1216 AT PAGE 503 BY THE FOLLOWING FOUR CALLS AND DISTANCES:

THENCE NORTH 55°09'00" EAST, A DISTANCE OF 5.23 FEET;
THENCE NORTH 83°50'00" EAST, A DISTANCE OF 247.65 FEET;
THENCE NORTH 67°30'00" EAST, A DISTANCE OF 316.33 FEET;
THENCE NORTH 66°49'00" EAST, A DISTANCE OF 262.00 FEET TO THE TRUE POINT OF BEGINNING.

SURVEY NOTES

1. THIS MAP IS NOT A LAND SURVEY PLAT OR AN IMPROVEMENT SURVEY PLAT. THE PURPOSE OF THIS MAP IS TO SHOW THE AREA TO BE ANNEXED TO THE CITY OF LOUISVILLE, COLORADO.
2. THIS ANNEXATION IS BASED ON AN ALTA/ASCM LAND TITLE SURVEY PREPARED BY SCOTT, COX & ASSOCIATES, PROJECT NO. 12575, DATED 01/14/13.
3. NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED ON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON. CRS-13-80-105 (3)(a)

CITY COUNCIL CERTIFICATE

APPROVED THIS _____ DAY OF _____, 20__ BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO. ORDINANCE NO. _____ SERIES OF _____.

_____ _____ ATTEST: _____
MAYOR CITY CLERK

CLERK AND RECORDER'S CERTIFICATE

STATE OF COLORADO)
) SS.
COUNTY OF BOULDER)

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT O'CLOCK ___ M., THIS _____ DAY OF _____, 20_____, AND IS RECORDED AT RECEPTION NO. _____.

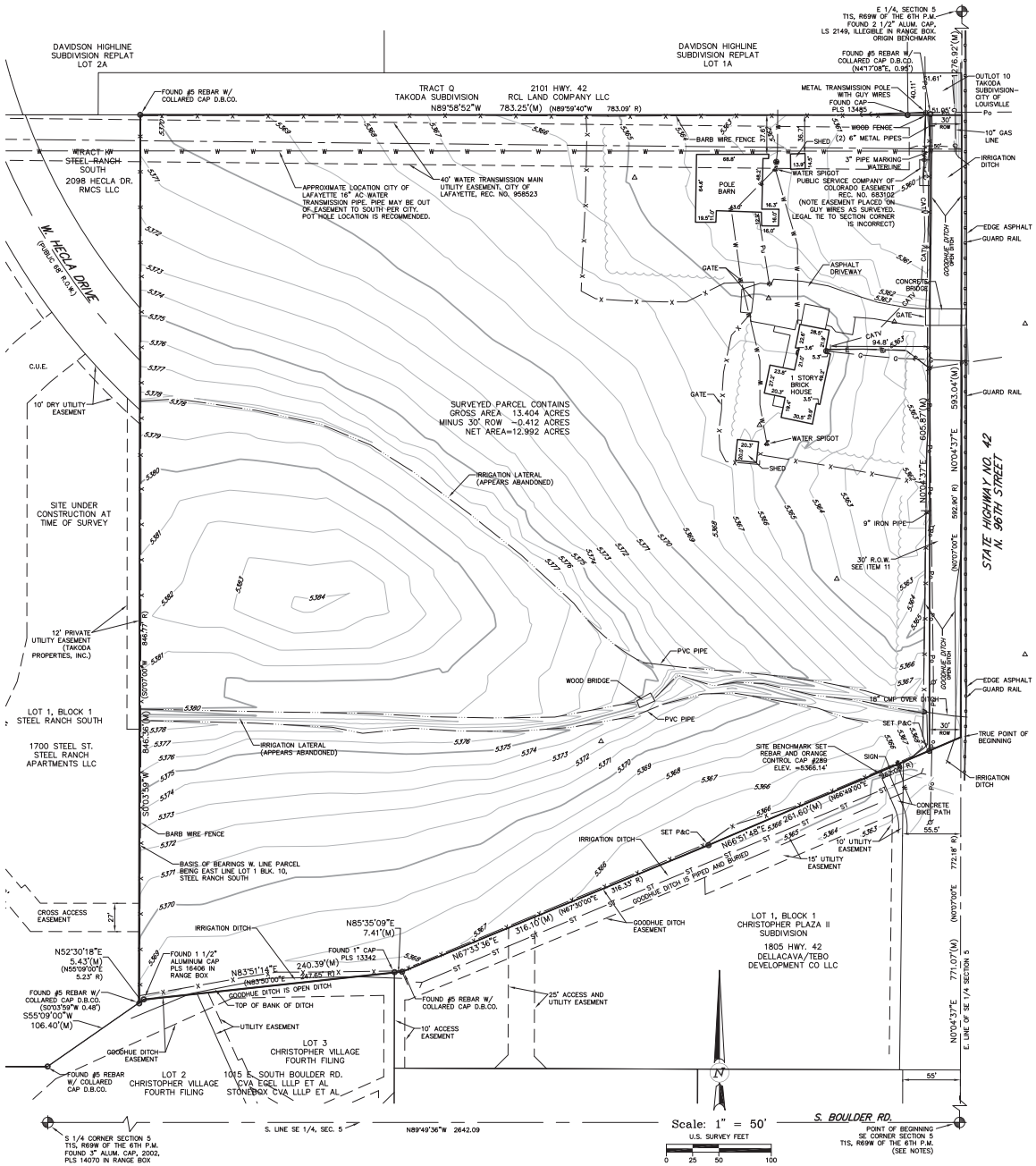
FEES _____ _____
RECORDER

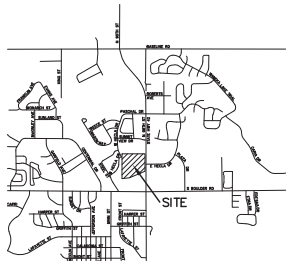
_____
DEPUTY

ANNEXATION MAP
245 NORTH 96TH STREET
BOULDER COUNTY, COLORADO

SCOTT, COX & ASSOCIATES, INC.
consulting engineers • surveyors
1530 55th Street • Boulder, Colorado 80303
(303) 444 - 3051

Designed by AJB	Date	Scale	Drawing no.	Sheet
Drawn by JAS	10/06/14	1"=50'	14524A-1	1
Checked by AJB	Revision 1	Description CITY COMMENTS	Date 12/12/14	Project no. 14524A





VICINITY MAP

SCALE: 1" = 2000'

LEGAL DESCRIPTION (PER TITLE COMMITMENT)

THAT PORTION OF THE SOUTHEAST ¼ OF SECTION 5, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M., COUNTY OF BOULDER, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 5; THENCE NORTH 00°07'00" EAST ALONG THE EAST LINE OF SAID SECTION 5, A DISTANCE OF 772.18 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING NORTH 00°07'00" EAST ALONG THE EAST LINE OF SAID SECTION 5, A DISTANCE OF 592.90 FEET TO THE APPROXIMATE CENTERLINE OF THAT EASEMENT AND RIGHT OF WAY FOR ELECTRIC TRANSMISSION LINES AS GRANTED BY SAM MILNER TO PUBLIC SERVICE COMPANY OF COLORADO BY INSTRUMENT RECORDED FEBRUARY 16, 1942 IN BOOK 713 AT PAGE 130; THENCE NORTH 89°59'40" WEST, ALONG THE APPROXIMATE CENTERLINE OF THE SAID RIGHT OF WAY DESCRIBED IN BOOK 713 AT PAGE 130, A DISTANCE OF 783.09 FEET; THENCE SOUTH 00°07'00" WEST, A DISTANCE OF 846.77 FEET TO THE NORTH LINE OF THE TRACT OF LAND WHICH IS EXCEPTED IN THE DESCRIPTION OF TRACT 1' IN THE DEED FROM ESTA D. PARR AND GLENNIE PARR TO DAVIDSON INVESTMENTS, INC., A COLORADO CORPORATION, RECORDED JANUARY 22, 1962 IN BOOK 1216 AT PAGE 503; THENCE ALONG THE NORTH LINE OF THE SAID TRACT OF LAND EXCEPTED IN THE DESCRIPTION OF 'TRACT 1' IN THE SAID DEED IN BOOK 1216 AT PAGE 503 BY THE FOLLOWING FOUR CALLS AND DISTANCES:

THENCE NORTH 55°09'00" EAST, A DISTANCE OF 5.23 FEET;
THENCE NORTH 83°50'00" EAST, A DISTANCE OF 247.65 FEET;
THENCE NORTH 67°30'00" EAST, A DISTANCE OF 316.33 FEET;
THENCE NORTH 66°49'00" EAST, A DISTANCE OF 262.00 FEET TO THE TRUE POINT OF BEGINNING.

SURVEY NOTES

1. THE BASIS OF BEARINGS IS THE WESTERLY LINE OF THE PARCEL ALSO BEING THE EASTERLY LINE OF LOT 1, BLOCK 1 STEEL RANCH SOUTH BETWEEN THE FOUND MONUMENTS SHOWN HEREON AND BEARS S00°03'59"W, PER STEEL RANCH SOUTH AND TAKODA SUBDIVISIONS.
2. ORIGIN BENCH MARK: TOP OF 2 1/2" ALUM. CAP, LS 2149 IN A RANGE BOX, BEING THE EAST 1/4 CORNER OF SECTION 5, T1S, R69W. ELEVATION =5353.13' NGVD29 PER CITY OF LOUISVILLE. (THIS BENCHMARK ALSO USED BY STEEL RANCH SOUTH AND TAKODA SUBDIVISION PER VERBAL CONFIRMATION BY DAVID WALDNER PLS 28607)
3. THE SIZE AND TYPE OF MONUMENTS FOUND ARE SHOWN HEREON.
4. BUILDING MEASUREMENTS ARE AT GROUND LEVEL. ROOF OVERHANGS AND ARCHITECTURAL PROJECTIONS OF THE BUILDINGS ARE WITHIN THE BOUNDARY OF THE SITE BUT ARE NOT SHOWN ON THIS SURVEY UNLESS NOTED.
5. NOTICE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED ON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVERED SUCH DEFECT. IN NO EVENT, MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON. CRS-13-80-105 (3)(a)
6. THIS PROPERTY LIES WITHIN ZONE X AS SHOWN ON FLOOD INSURANCE RATE MAP, , BOULDER COUNTY, MAP NUMBER 0801C0557 G, MAP REVISED: OCTOBER 4, 2002.
7. THE LOCATION OF THE ABOVE GROUND UTILITIES SHOWN HEREON ARE BASED ON THE FIELD SURVEY BY SCOTT, COX & ASSOCIATES, INC. THE LOCATIONS OF THE UNDERGROUND UTILITIES SHOWN HEREON ARE BASED ON SAID SURVEY AND BY FIELD LOCATES PROVIDED BY UNDERGROUND CONSULTING SOLUTIONS. SCOTT, COX & ASSOCIATES, INC. IS NOT RESPONSIBLE FOR UTILITY INFORMATION PROVIDED BY OTHERS. SCOTT, COX & ASSOCIATES, INC. RECOMMENDS THAT THE LOCATION OF THE UTILITIES BE FIELD VERIFIED PRIOR TO ANY DIGGING ON, OR ADJACENT TO THE SUBJECT PROPERTY.
8. PLATS AND LAND SURVEY PLATS REFERENCED OR USED FOR THIS SURVEY: DAVIDSON HIGHLINE SUBDIVISION REPLAT, REC. NO. 2934440; TAKODA SUBDIVISION, REC NO. 3244727; STEEL RANCH SOUTH, REC. NO. 03244727; COAL TRAIN SQUARE SECOND FILING, REC. NO. 1438280; CHRISTOPHER VILLAGE FOURTH FILING, REC. NO. 1486762; LS-99-0218, FLATIRONS SURVEYING, INC.; CDOT CONTROL DIAGRAM, LS-09-0125; CDOT PLANS S-0133(1), ORCA 1966.
9. THE SE CORNER OF SECTION 5 WAS NOT MEASURED DURING THIS SURVEY DUE TO WEATHER AND TRAFFIC CONDITIONS. THE POSITION WAS ESTABLISHED USING CDOT CONTROL PLAN LS-09-0125.
10. NO OBSERVED EVIDENCE OF CURRENT EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS. NO OBSERVED EVIDENCE OF RECENT STREET OR SIDEWALK CONSTRUCTION OR REPAIRS. NO OBSERVED EVIDENCE OF SITE USE AS A SOLID WASTE DUMP SUMP OR SANITARY LANDFILL. NO OBSERVED EVIDENCE OF WETLAND AREAS AS DELINEATED BY APPROPRIATE AUTHORITIES. NO RECORD OF OFFSITE EASEMENTS OR SERVITUDES BENEFITING THE SURVEYED PROPERTY.

CERTIFICATION

TO: FIDELITY NATIONAL TITLE INSURANCE COMPANY; BOULDER COUNTY;

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1–5, 7a, 8, 11b 13, 14, 16, 17, 18, 19, 20a, AND 20b OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED JANUARY 2013.

A. JOHN BURI, PLS 24302
FOR AND ON BEHALF OF
SCOTT, COX & ASSOCIATES, INC.

LEGEND

	TREE LINE
5475	EXISTING CONTOUR
	EXISTING SWALE
	PUBLIC LAND CORNER FOUND
	SET #5 REBAR WITH 1" RED PLASTIC CAP STAMPED SCOTT COX ASC PLS 24302 (P&C) (UNLESS NOTED)
	FOUND MONUMENT AS NOTED
	EXISTING ELECTRIC METER
T.P.	EXISTING TELEPHONE PEDESTAL
CATV	EXISTING CABLE T.V. PEDESTAL
WV	EXISTING WATER VALVE
	EXISTING GAS METER
	EXISTING WATER METER
	CONTROL POINT
	EXISTING POWER POLE
	EXISTING LIGHT POLE
	EXISTING SIGN
—X—X—X—	EXISTING FENCE
—Po—Po—	EXISTING OVERHEAD POWER LINE
(R)	RECORD COURSE PER LEGAL DESCRIPTION
(M)	MEASURED COURSE PER THIS SURVEY
(S54°08'29"W 0.08')	RECORD OR CALCULATED POSITION TO FOUND MONUMENT

TITLE COMMITMENT NOTES

THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY SCOTT, COX & ASSOCIATES, INC. FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. 515-F0431858-170-RRO, AMENDMENT NO. 2, EFFECTIVE DATE NOVEMBER 5, 2012 AT 7:00 A.M. WAS SOLELY RELIED UPON FOR INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY, AND ENCUMBRANCES OF RECORD IN THE PREPARATION OF THIS SURVEY.

THE FOLLOWING ITEMS ARE AS ENUMERATED IN SCHEDULE B-2 EXCEPTIONS. [SURVEYOR'S NOTES]

ITEMS 1-8 STANDARD EXCEPTIONS REFER TO TITLE COMMITMENT.
[DOES NOT AFFECT THE PROPERTY]

ITEM 9 ALL COAL, OIL, GAS AND OTHER MINERAL RIGHTS RESERVED IN THE INSTRUMENT, TOGETHER WITH THE RIGHT TO ENTER IN AND UPON THE SURFACE OF SAID LAND AND TO PROSPECT FOR, MINE, EXTRACT AND REMOVE ALL OF THE SAID COAL, OIL, GAS AND MINERALS FROM BENEATH THE SURFACE THEREOF, SET FORTH BELOW, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN: RESERVED BY: JOHN J. HARPER AND JEAN N. OTIS, AND THE SOLE SURVIVING HEIRS OF MARGARET S. HARPER, DECEASED, AND MARY MCCUNE HARPER, SOLE HEIR OF GEORGE VANCE HARPER, DECEASED
RECORDING DATE: JANUARY 24, 1908
RECORDING NO.: BOOK 296 AT PAGE 478 [AFFECTS THE PROPERTY BUT IS BLANKET IN NATURE]

ITEM 10 A RIGHT TO USE ANY DITCH OR DITCHES FOR IRRIGATION PURPOSES, AND THE RIGHT TO MAINTAIN AND OPERATE A LATERAL DITCH IN ORDER THAT WATER MAY BE CONDUCTED FROM THE DAVIDSON HIGH LINE LATERAL DITCH, AS SET FORTH BELOW, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN:
RECORDING DATE: JANUARY 24, 1908
RECORDING NO.: BOOK 296 AT PAGE 478 [AFFECTS THE PROPERTY BUT IS BLANKET IN NATURE, ALL DITCHES SHOWN]

ITEM 11 A RIGHT OF WAY FOR COUNTY ROAD NO. 19, ALSO KNOWN AS SOUTH 96TH STREET AS DEPICTED ON BOULDER COUNTY ASSESSOR'S MAP [STATE HWY. NO. 42, 30' ROW WEST OF THE SECTION LINE PER CDOT PLANS CIRCA. 1966]

ITEM 12 A RIGHT OF WAY, AND RIGHTS OF OTHERS IN AND TO THE GOODHUE DITCH, TOGETHER WITH OTHER DITCHES OR DITCH LATERALS THAT APPEAR TO CROSS SUBJECT PROPERTY. [ALL DITCHES SHOWN, NO ROW WIDTH FOR GOODHUE DITCH FOUND]

ITEM 13 EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: COLORADO TELEPHONE COMPANY PURPOSE: COMMUNICATION PURPOSES AND APPURTENANCES
RECORDING DATE: SEPTEMBER 27, 1907
RECORDING NO: BOOK 300 AT PAGE 610 [DOES NOT AFFECT PROPERTY, N. OF SITE ALONG BASELINE RD.]

ITEM 14 EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, TOGETHER WITH TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS CONTAINED THEREIN, AS GRANTED IN A DOCUMENT:
GRANTED TO: PUBLIC SERVICE COMPANY OF COLORADO
PURPOSE: UTILITY PURPOSES AND APPURTENANCES
RECORDING DATE: APRIL 17, 1985
RECORDING NO: RECEPTION NO. 683102 [AFFECTS PROPERTY AND IS SHOWN]

ITEM 15 ANY EXISTING LEASES OR TENANCIES, AND ANY AND ALL PARTIES CLAIMING BY, THROUGH OR UNDER SAID LESSEES. [AFFECTS THE PROPERTY BUT IS BLANKET IN NATURE]

ITEM 16 EASEMENT(S) FOR THE PURPOSE(S) SHOWN BELOW AND RIGHTS INCIDENTAL THERETO, TOGETHER WITH TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS CONTAINED THEREIN, AS GRANTED IN A DOCUMENT:
GRANTED TO: CITY OF LAFAYETTE, COLORADO
PURPOSE: UNDERGROUND WATER LINE
RECORDING DATE: OCTOBER 30, 1970
RECORDING NO: RECEPTION NO. 958523 [AFFECTS PROPERTY AND IS SHOWN, EASEMENT BEGINS 50' WEST OF SECTION LINE CALLED OUT AS ROW]

ALTA/ACSM LAND TITLE SURVEY LOCATED IN SE 1/4 SEC. 5, T1S, R69W OF THE 6TH P.M. COUNTY OF BOULDER STATE OF COLORADO 245 N 96TH STREET

SCOTT, COX & ASSOCIATES, INC.
consulting engineers • surveyors
1530 55th Street • Boulder, Colorado 80303
(303) 444 – 3051

Designed by AJB	Date	Scale	Drawing no.		Sheet
Drawn by JAS	01/14/13	1"=50'	14524A-2		1
	Revision		Description	Date	Project no.
Checked by AJB	1		CITY COMMENTS	12/12/14	14524A

ANNEXATION IMPACT REPORT

245 North 96th Street

Proposed annexation of 13 acres located at 245 96th Street, to the City of Louisville, Colorado

January 23, 2015

INTRODUCTION

The landowner, Boulder County Housing Authority (the "Applicant"), is petitioning the City of Louisville to commence a voluntary annexation of approximately 13.404 acres (583,878 square feet) of certain real property to be known as the 245 North 96th Street Annexation to the City of Louisville (City).

The following report has been prepared pursuant to Section 31-12-108.5 of the Colorado Revised Statutes (C.R.S.) and concerns the proposed annexation by the "Applicant" for the property generally located in SE ¼ Section 5, T1S,R96W of the 6th P.M., County of Boulder, State of Colorado (south of Tract O in the Takoda Subdivision; north of the Christopher Plaza II Subdivision, west of 96th Street (Colorado Highway 42); and, east of the Steel Ranch South Subdivision) as further described and depicted on the Annexation Map, attached hereto as Exhibit A (the "Property").

The Property is contiguous to the City of Louisville. The proposed area of annexation is completely surrounded by the City of Louisville and as such its annexation will not impact the perimeter boundary of the City. No further annexations in this area are anticipated.

The project is being proposed to develop affordable senior housing, affordable multi-family housing, an art center, artist co-housing, and other uses permitted within the City's Planned Community Zone District (PCZD) regulations. According to the applicant, this application, in part, is being submitted to meet the expectations established in the Intergovernmental Agreement between the City of Louisville and Boulder County concerning affordable housing within the City.

CURRENT ZONING/USES/PROCES

Zoning

The Property is currently zoned RR: Rural Residential by Boulder County. Such lots are allowed minimum 1 unit per acre if subdivided with water and sewer in a community service area, or 1 unit per 35 acres if unsubdivided per Boulder County zoning regulations. This 13-acre parcel is identified as a "municipal influence area" for Louisville in the Boulder County County-Wide Coordinated Comprehensive Development Plan (the "Super IGA").

The Applicant is requesting a zoning designation of Planned Community Zone District with Commercial and Residential planning areas (PCZD /R). In total, the Applicant is requesting zoning and land use entitlements to develop 231 affordable senior housing,

affordable multi-family housing, and artist cohousing in partnership with 18,404 square feet of commercial development.

Land Uses

The Property was previously used as single family residential with agricultural uses.

Process

The Annexation Petition for the Property was submitted to the City of Louisville and the City Council approved a Resolution of Substantial Compliance (Resolution 01, Series 2015) on January 6, 2014, acknowledging receipt of the petition for annexation for the Property, initiating annexation proceedings, and setting the date, time, and place for the Public Hearing as February 17, 2015 at 7:00 p.m., at the Louisville City Hall, 749 Main Street, Louisville. Notice of this Public Hearing has been mailed to neighbors within 500 feet of the Property, as well as posted and published in the local newspaper. Notification of the petition was sent to Clerk of the Boulder County Board of County Commissioners, the Boulder County Attorney, the Northern Colorado Water Conservancy District, the Louisville Fire Protection District, the City Urban Drainage and Flood Control District, the Boulder Valley School District, and the City of Lafayette on January 21, 2014.

Public hearing and consideration of the annexation proposal was set for the City of Louisville Planning Commission for January 8, 2015 at 7 p.m. at the Louisville City Hall 749 Main Street, Louisville. The Planning Commission recommended the Louisville City Council initially zone the property, if annexed, to PCZD C/R.

B. ANNEXATION IMPACT REPORT REQUIREMENTS

This section is divided into the six elements that correspond to section 31-12-108.5(1)

1. MAPS PER C.R.S. § 31-12-108.5(1)(a)

Two maps and one narrative are included as exhibits to this report as required by Subparagraph (a) of C.R.S. 31-12-108.5(1):

Exhibit A: Annexation Map

The Annexation Map reflects the present and proposed boundaries of the municipality in the vicinity of the proposed 245 North 96th Street Annexation. The proposed annexation is completely surrounded by and 100% contiguous with the City of Louisville. This annexation will not impact the perimeter boundary of the City.

The requested annexation meets the requirement found in the Colorado Revised Statues §31-12-104 that property be at least 1/6 (16.6%) contiguous with the municipality that is being petitioned for annexation.

Exhibit B: Topographical/Survey Map

Development on the Property will be required to connect to existing water, sewer main lines located in adjacent to the property in compliance with City connection and infrastructure development specifications. Existing and planned streets shown in the in the City's Comprehensive Plan and the Hwy. 42 Corridor Plan will be extended through the proposed annexation in compliance with City standards.

No costs or locations for water lines, pumps and pumping stations, water tanks, service lines or other appurtenances related to the construction and operation of any potable water system have been determined at this time. No costs or locations for wastewater lines, pumping stations, service lines or other appurtenances related to the construction and operation of any wastewater system have been determined at this time. All expenses related to design and construction of wastewater facilities will be borne by the applicant.

It is anticipated that water, wastewater, and transportation system design work would begin upon completion of the annexation, zoning, and the plat/planned unit development applicant process for the Property.

Exhibit C: General Development Plan (GDP)

The requested GDP (attached) identifies general land uses proposed on the Property. The Applicant is requesting a zoning designation of Planned Community Zone District with Commercial and Residential planning areas (PCZD C/R). In total, the Applicant is requesting zoning and land use entitlements to develop 231 affordable senior housing, affordable multi-family housing, and artist cohousing in partnership with 18,404 square feet of commercial development.

Streets:

No streets currently exist across or through the property. Street access into the Property will be developed through interconnected street network from Colorado State Highway 42 and Hecla Drive. A proposed collector road ROW from the present Hecla Drive ROWs abutting the property to the west and east shall be extended through the property providing connectivity with Hwy 42 (N 96th St). An additional north south local street (Kalix Avenue) is proposed to connect the through the property consistent with the expectations of the City Comprehensive Plan and as specified in the City's Hwy. 42 Corridor Plan. The Proposed local road would provide a secondary parallel street to Hwy. 42.

An annexation agreement and subdivision division agreement between the City and the Applicant will address the timing of any public street improvements and associated impacts to the transportation system related to development of the Property.

Major Trunk Water Mains, Sewer Interceptors and Outfalls:

There are no water mains, sewer interceptors or outfalls on-site. However, the City of Louisville utility infrastructure is available to the property. The water transmission main easement across north edge of property will remain.

Other Utility Lines and Ditches:

The Goodhue Ditch which follows the east edge of the property along Hwy 42 is proposed to be piped and buried. No other utility lines are apparent on the Property.

2. PREANNEXATION AGREEMENT – C.R.S. § 31-12-108.5 (1)(b)

No pre-annexation agreement has been entered into. An annexation agreement is being negotiated with the Applicant. A copy of the draft annexation agreement is appended to this Report as Exhibit D.

3. EXTENSION & PROVISION OF MUNICIPAL SERVICES – C.R.S. § 31-12-108.5 (1)(c)

The Applicant will have the obligation to develop and install all on-site and off-site transmission and/or infrastructure facilities necessary to serve the Property with water, wastewater and storm water facilities, transportation infrastructure and other municipal services.

Water:

City water facilities are currently located adjacent to the Property, providing no issues for connection to water service. As with development of any property, the applicant will be responsible for tapping City's water line and then providing for all internal water service lines, any needed water services support structures, and meters.

Wastewater:

City sewer service is also currently located adjacent to the Property, providing service to the site. The applicant will also be responsible for tapping to the City sewer lines and then providing for all internal sewer collection lines, any required lift stations, and any other ancillary sewer support structures.

The City has the capacity to meet anticipated demand. All new water/wastewater infrastructures will be required to be designed and constructed in accordance with applicable City standards.

Other Dry Utilities:

Telephone, gas, electric and cable television/internet services are not provided by the City, but are provided by private providers in the area. The City has license agreements with all the utility providers. The City will refer the preliminary and final Plat and Planned Unit Developments to the utility providers at time of application.

Emergency Services:

The City of Louisville will provide law enforcement services to the site. The Louisville Fire Protection District will provide fire protection.

Open Space/Parks/Public Land Dedication:

The annexation agreement will document the public land dedications and/or fees that will be suitable for parks, schools, fire and other public facilities as appropriate. The attached GDP (Exhibit C) outlines the required public land dedication.

4. FINANCING SERVICE EXTENSIONS – C.R.S. § 31-12-108.5 (1)(d)

Financing of roadway, water and sanitary sewer infrastructure to support development of the area to be annexed will be the responsibility of Boulder County Housing Authority. The applicant intends to request impact fee and/or building permit fee contributions from the City of Louisville to assist in funding the infrastructure and housing development costs to maintain housing affordability throughout the site.

The City of Louisville has established a cost share arrangement to fund the signalized intersection at Hecla and Hwy 42 such that the full cost is shared among property owners benefitting from the highway improvement.

The annexation and subdivision agreements shall outline the cost sharing requirement and funding contributions from the City of Louisville, if any.

5. EXISTING DISTRICTS IN THE ARE A TO BE ANNEXED – C.R.S. § 31-12-108.5 (1)(e)

The Boulder County Treasurer's office records reflect that the Property is subject to the following taxing authorities:

Taxing Entity	Levy
Boulder County	24.794
Louisville Fire Protection District	6.686

Boulder Valley School District	47.569
Urban Drainage and Flood Control District	.632

6. EFFECT ON SCHOOL DISTRICT – C.R.S. § 31-12-108.5 (1) (f)

The Boulder Valley School District (BVSD) was a referral for this development. A letter from BVSD dated January 2, 2015 states this development proposes "a student impact of 20 students on Louisville Elementary, 7 students on Louisville Middle School and 11 students Monarch High School." Note BVSD anticipated 70 of the proposed Housing Authority units to be restricted to seniors and were not used in their student evaluation.

The letter goes on to state, "When considering all other development activity in Louisville (Attachment A), and resident enrollment growth within the attendance areas of Louisville schools, Louisville Middle and Monarch High are able to accommodate projected growth (Chart B). Louisville Elementary, however, will likely exceed its program capacity within 5 years should growth within the existing housing stock of central Louisville continue at its current pace. Elementary capacity in Louisville as a whole, however, is ample to accommodate continued enrollment growth." Louisville staff underlined the last sentence of the BVSD statement for emphasis.

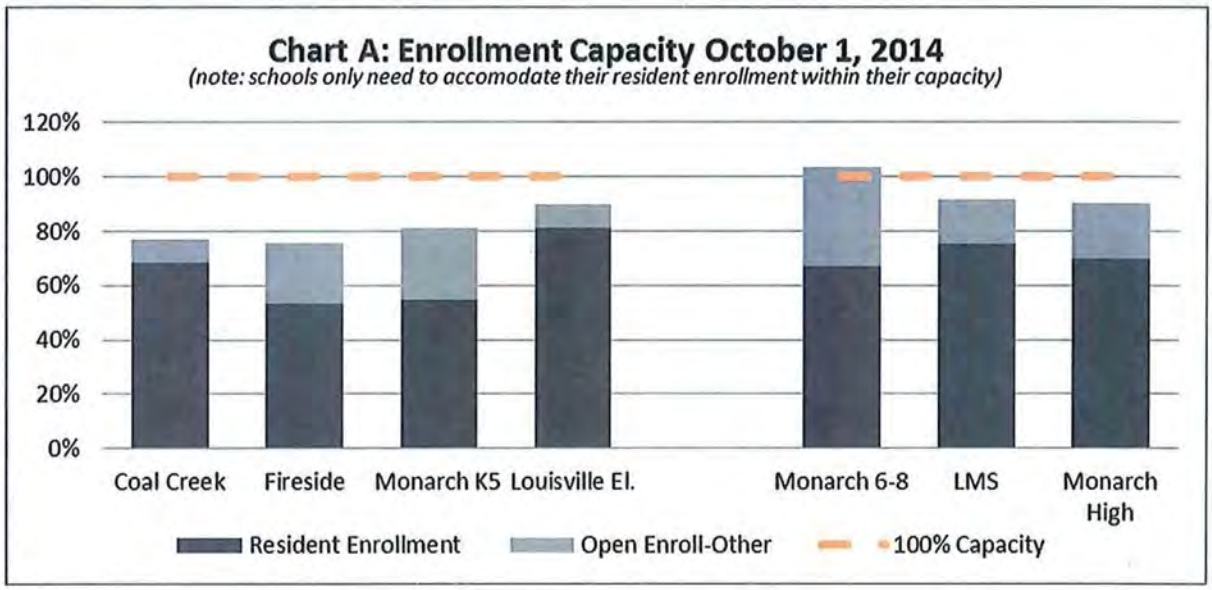


CHART B

School	Capacity	Enrollment 2014-15	Projected Enrollment 2015-16	2016-17	2017-18	2018-19	2019-20
Louisville El.	648	584	589	628	651	676	696
growth rate		*90.1%*	*90.4%*	*97.0%*	*100.0%*	*103.0%*	*106.2%*
Louisville M.S.	691	633	639	641	676	685	667
growth rate		*91.5%*	*92.4%*	*93.1%*	*95.6%*	*96.8%*	*97.6%*
Monarch H.S.	1833	1,653	1,688	1,736	1,816	1,836	1,831
growth rate		*90.7%*	*91.9%*	*94.2%*	*97.8%*	*98.3%*	*98.2%*

Projection notes and assumptions:

- *Capacity methodology held over from 2012 and currently under review.*
- *Enrollment numbers and projections are preliminary for 2014 and subject to change. Preliminary projections may not contain consideration of all relevant data.*
- *Only the impacts of housing units expected during projection period are included.*
- *Enrollment growth in existing neighborhoods is assumed to be near current levels over the next 5 years.*
- *Louisville El. will graduate out the last significant number of open enrolled (O.E.) students in 2018.*
- *Louisville Middle and Monarch High will see increasing restrictions on O.E. through the projections period but will still retain sizeable O.E. populations in 5 years.*

Takoda

General Development Plan - 2nd Amendment

Southeast ¼ of Section 5, Township 1 South, Range 69 West of the 6th P.M.

Property Ownership

Boulder County Housing Authority
2525 13th Street, Suite 204
Boulder CO 80304

Legal Description

That portion of the Southeast ¼ of Section 5, Township 1 South, Range 69 West of the 6th P.M., County of Boulder, State of Colorado, described as follows:

Beginning at the Southeast corner of said Section 5; thence North 00º07'00" East along the East line of said Section 5, a distance of 772.18 feet to the true point of beginning; thence continuing North 00º07'00" East along the East line of said Section 5, a distance of 592.90 feet to the approximate centerline of that easement and right of way for electric transmission lines as granted by Sam Milano to Public Service Company of Colorado by instrument recorded February 16, 1942 in Book 713 at Page 130; thence North 89º59'40" West, along the approximate centerline of the said right of way described in Book 713 at Page 130, a distance of 783.09 feet; thence South 00º07'00" West, a distance of 846.77 feet to the North line of that tract of land which is excepted in the description of "Tract 1" in the Deed from Esta D. Parr and Glennie Parr to Davidson Investments, Inc., a Colorado corporation, recorded January 22, 1962 in Book 1216 at Page 503; thence along the North line of the said tract of land excepted in the description of "Tract 1" in the said Deed in Book 1216 at Page 503 by the following four calls and distances:

Thence North 55º09'00" East, a distance of 5.23 feet;
Thence North 83º50'00" East, a distance of 247.65 feet;
Thence North 67º30'00" East, a distance of 316.33 feet;
Thence North 66º49'00" East, a distance of 262.00 feet to the true point of beginning.

Also known as Tract 2671, less A & B, Section 5, Township 1 South, Range 69 West of the 6th P.M.

Project Description

Property Area: 13.404 Acres

Current Zoning: RR - Boulder County

Proposed Zoning: Planned Community Zone District (City of Louisville)
Commercial 2.514 Acres
Residential 10.89 Acres

Number of Units: 231 Dwelling Units

Access:
a) Hecla Drive through Steel Ranch South
b) Hwy 42 left or right onto Helca Drive
c) Paschal via Kaylix through Summit View property and Davidson Highline property
d) South Boulder Road via Kaylix through Christopher Plaza II Property

Min. Public Use Area:

Land Use Summary

Gross Property Area:	13.404 Acres
Hwy 42 ROW Dedication:	0.41± Acres
Collector St ROW Dedication:	1.12± Acres
Local Street ROW Dedication:	0.87± Acres
Ditch Easement:	0.17± Acres
Other Easement Dedication:	0.68± Acres
Planning Area 'A':	1.88± Acres
Planning Area 'B':	3.44± Acres
Planning Area 'C':	2.77± Acres
Planning Area 'D':	2.11± Acres

Development Summary

Planning Area 'A': PCZD-C/R
Allowed Uses: per section 17.72.090
Maximum F.A.R.: 1.0
Maximum Floor Area Allowed (1.88 Acres): 83,202 sf [1]
Commercial Floor Area: 18,406± sf[2]
Dwelling Units (included in F.A.R.): 28 units[2]
Maximum Residential Density for 1.88 Acres: 15 Dwelling Units / Acre
Minimum Public Use Areas (12%): 0.23 Acres

Planning Area 'B': PCZD-R
Allowed Uses: per section 17.72.080
Dwelling Units: 103 Dwelling Units
Maximum Density for 3.44 Acres: 30 Dwelling Units / Acre
Minimum Public Use Areas (15%): 0.52 Acres

Planning Area 'C': PCZD-R
Allowed Uses: per section 17.72.080
Dwelling Units: 69 Dwelling Units
Maximum Density for 2.77 Acres: 25 Dwelling Units / Acre
Minimum Public Use Areas (15%): 0.41 Acres

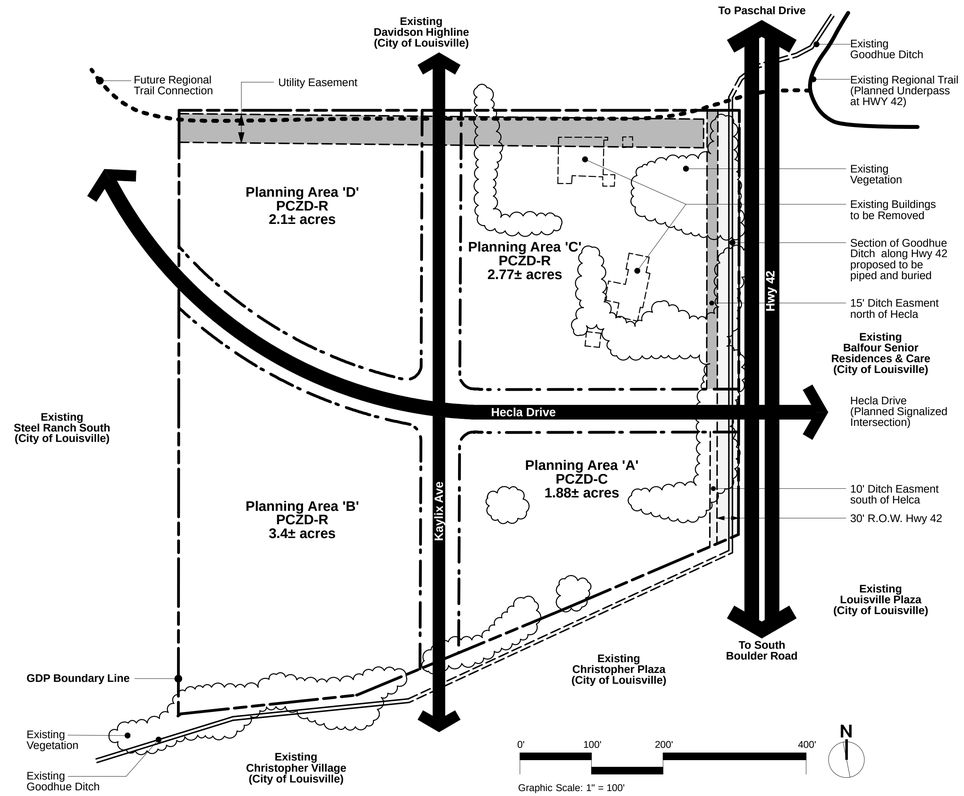
Planning Area 'D': PCZD-R
Allowed Uses: per section 17.72.080
Dwelling Units: 31 Dwelling Units
Maximum Density for 2.11 Acres: 15 Dwelling Units / Acre
Minimum Public Use Areas (15%): 0.32 Acres

Totals:
Units: 231 Dwelling Units

notes:
[1] It is intended that a portion of this Planning Area will be higher density artists live-work type housing.
[2]The combined square footage of commercial and residential will be less than half the amount allowed when calculating the entire area using FAR of 1.0.

Public Land Dedication

Gross Area	13.404 Acres
PCZD-R Area	10.89 Acres
PCZD-C Area	2.514 Acres
PCZD-R	
Gross Area:	10.89 Acres
Minimum Area Required:	15%
Dedicated Land Required	1.63 Acres
ROW Gross Area:	2.57 Acres
Minimum Area Required:	12%
Dedicated Land Required (ROW)	0.31 Acres
Total Dedicated Land Required (PCZD-R)	**1.94 Acres**
PCZD-C	
Gross Area:	2.514 Acres
Minimum Area Required:	12%
Dedicated Land Required	0.30 Acres
ROW Gross Area:	0.63 Acres
Minimum Area Required:	12%
Dedicated Land Required (ROW)	0.08 Acres
Total Dedicated Land Required (PCZD-C)	**0.38 Acres**
TOTAL DEDICATED PUBLIC LAND REQUIRED	**2.32 Acres**
TOTAL PUBLIC LAND DEDICATION PROVIDED	**3.2 ± Acres**



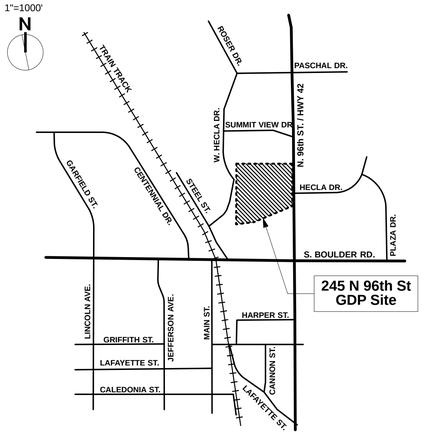
Bulk & Dimension Standards

	Planning Area 'A'*	Planning Area 'B'*	Planning Area 'C'*	Planning Area 'D'*
Min. Lot Area	7,000 sf	7,000 sf	7,000 sf	7,000 sf
Min. Lot Width	60'	60'	60'	60'
Max. Lot Coverage	40%	40%	40%	40%
Building Setbacks				
Min. Front Yard Setback (Principle Uses)	See ROW Setbacks	See ROW Setbacks	See ROW Setbacks	See ROW Setbacks
Min. Side Yard Setback (Principle Uses)	3'	3'	3'	3'
Min. Side Yard Setbacks (Accessory Uses)	3'	3'	3'	3'
Min. Rear Yard Setback (Principle Uses)	Parking: 5' Building: 10'	Parking: 5' Building: 10'	Parking: 5' Building: 10'	Parking: 5' Building: 10'
Min. Rear Yard Setbacks (Accessory Uses)	Parking: 5' Building: 10'	Parking: 5' Building: 10'	Parking: 5' Building: 10'	Parking: 5' Building: 10'
Setback from Hwy 42 ROW	Parking: 40' min from PL (10' from ROW Easement)[6] Building: 40' min from PL (10' from ROW Easement)[6]	N/A	Parking: 40' min from PL (10' from ROW Easement)[6] Building: 45' min from PL (15' from ROW Easement)[6]	N/A
Setback from Collector Street ROW	Parking: 10' Building: 5' typical, 0' for 33% of façade up to 12' max. width [2,3]	Parking: 10' Building: 5' typical, 0' for 33% of façade up to 12' max. width [2,3]	Parking: 10' Building: 5' typical, 0' for 33% of façade up to 12' max. width [2,3]	Parking: 10' Building: 5' typical, 0' for 33% of façade up to 12' max. width [2,3]
Setback from Local Street ROW	Parking: 10' Building: 5' [3]	Parking: 10' Building: 5' [3]	Parking: 10' Building: 5' [3]	Parking: 10' Building: 5' [3]
Setback From Parks and Open Space	0'	0'	0'	0'
Min Building Separation	6'	6'	6'	6'
Max Building Height				
Principle Uses	2-3 stories / 50' max. height [1,4,5]	2-3 stories [4,5]	2-3 stories [4,5]	2-3 stories [4,5]
Accessory Uses	30'	30'	30'	30'

[1] The 50' max building height accommodates two specific instances, a) in Planning Area A a two story commercial building with a steeply pitched 'barn-like' roof form is proposed and b) in Planning Area B a two-three story residential building with basement level garage parking access is proposed in a location where the height is compatible with building height precedents on the adjacent property.
[2] The 33% portion of the mulit-family building façade with 0' setback has a maximum width of 12' to maintain pedestrian mass and scale along the street front.
[3] Stoop, steps, covered porch, awning, or sunshading elements are permitted within the 5' setback.
[4] Third floors of multifamily buildings shall step back a minimum of 5' for a minimum of 50% of any given frontage.
[5] Roof forms shall have a mix of pitched, sloped, or flat roof types that vary in orientation for a dynamic skyline.
[6] Boulder County Housing Authority shall work with the Goodhue Ditch Company to finalize the necessary easement and setback agreements.
* Design Standards will be submitted in conjunction with the the submittal of the Final Development Plan

Vicinity Map

1"=1000'



Notes

1. Survey by Scott, Cox & Associates, dated...
2. The property is not located in the flood plain per FEMA map number 08013C0582J panel 852 of 615 revised December 18, 2012.
3. Timing and phasing of this developement will be dependant on tax credit funding and other funding sources.
4. Proposed vehicular connections from internal collector and local streets may be refined.

City Council
APPROVED THIS _____ DAY OF _____ 201___ BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, CO. ORDINANCE NO. _____ SERIES _____

_____
MAYOR

_____
CITY CLERK

Planning Commission Certification
APPROVED THIS _____ DAY OF _____ 201___ BY THE PLANNING COMMISSION OF THE CITY OF LOUISVILLE, CO. RESOLUTION NO. _____ SERIES _____

Boulder County Clerk & Recorder Certificate
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT _____ O'CLOCK, ___.M., THIS _____ DAY OF _____ 201___ AND IS RECORDED IN PLAN FILE _____ FEE; _____ PAID _____ FILM NO. _____, RECEPTION _____

_____
CLERK

_____
RECORDER

Ownership Signature Block
BY SIGNING THIS GDP, THE OWNER ACKNOWLEDGES AND ACCEPTS ALL THE REQUIREMENTS AND INTENT SET FORTH BY THIS PDP/PUD. WITNESS OUR HANDS AND SEALS THIS _____ DAY OF _____, 201___.

_____
OWNER - Boulder County Housing Authority

File:

NOTICE: DUTY OF COOPERATION

Release of these plans contemplates further cooperation among the owner, his or her contractor, and the architect. Design and construction are complex. Although the architect and his/her consultants have performed their services with due care and diligence, they cannot guarantee perfection. Communication is imperfect and every contingency cannot be anticipated. Any ambiguity or discrepancy discovered by the use of these plans shall be reported immediately to the architect. Failure to notify the architect compounds misunderstanding and increases construction costs. A failure to cooperate by a simple notice to the architect shall relieve the architect from responsibility for all consequences. Changes made from the plans without consent of the architect are unauthorized and shall relieve the architect from all consequences arising out of such changes.

Date: 6 October 2014
Revisions:
1 — 12 December 2014 GDP Comments Revisions
2 — 24 December 2014 GDP Comments Revisions II
3 — 30 December 2014 GDP Comments Revisions III

245 North 96th Street
Boulder County Housing Authority
245 North 96th Street, Louisville, CO

BARRETT STUDIO architects
1944 20th Street Boulder, Colorado 80302 phone 303-449-9320 fax 303-449-1141 email bsa@barrettstudio.com web www.barrettstudio.com
Architecture Community/Urban Design Interiors

PROJECT TEAM:

Owner's Representative
BCHA

Civil Engineer
Olsson Associates
5285 McWhinney Blvd, Ste160
Loveland, CO 80538
(970) 461-7733
contact: Josh Erramouspe

Master Planner
Barrett Studio Architect
1944 20th Street
Boulder, CO 80302
(303) 449-1141
contact: Nicole Delamge

Title Sheet

Drawing Number:

A0.0

Sheet: 1 of: 1

©Copyright 2014 Barrett Studio Architects

Troy Russ

From: Sean McCartney
Sent: Wednesday, 31 December, 2014 12:48 PM
To: Troy Russ
Subject: FW: Boulder County Annexation

Sean

Principal Planner
City of Louisville
(303) 335-4591

From: Chris Mestas [mailto:CMestas@louisvillefire.com]
Sent: Thursday, October 23, 2014 8:29 AM
To: Sean McCartney
Subject: RE: Boulder County Annexation

Sean-

Yes we can serve this property. As the process moves forward I am assuming that we will see road design and locations and more of a building layout?

Chris Mestas

From: Sean McCartney [mailto:seanm@Louisvilleco.gov]
Sent: Thursday, October 23, 2014 8:08 AM
To: Chris Mestas
Subject: Boulder County Annexation

Chris,

We have received a submittal to annex the Alkonis property, which is a 12 acre parcel west of Balfour on Highway 42 north of South Boulder Road. The annexation submittal does not have any development plans associated with it but it does have a unit count and proposed roadway(s). Can you please review and let us know if you can serve this property?

Thanks,

Sean

Principal Planner

City of Louisville

(303) 335-4591

This email and the attached documents (if any) are intended only for the use of the individual or entity to which they are addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message and the accompanying documents is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and fully delete the original message and any accompanying documents. Thank you.

Boulder Valley School District

6500 East Arapahoe, PO Box 9011
Boulder, CO 80301

Planning Office
303-245-5794
Fax: 303-447-5118
www.bvsd.org

January 2, 2015

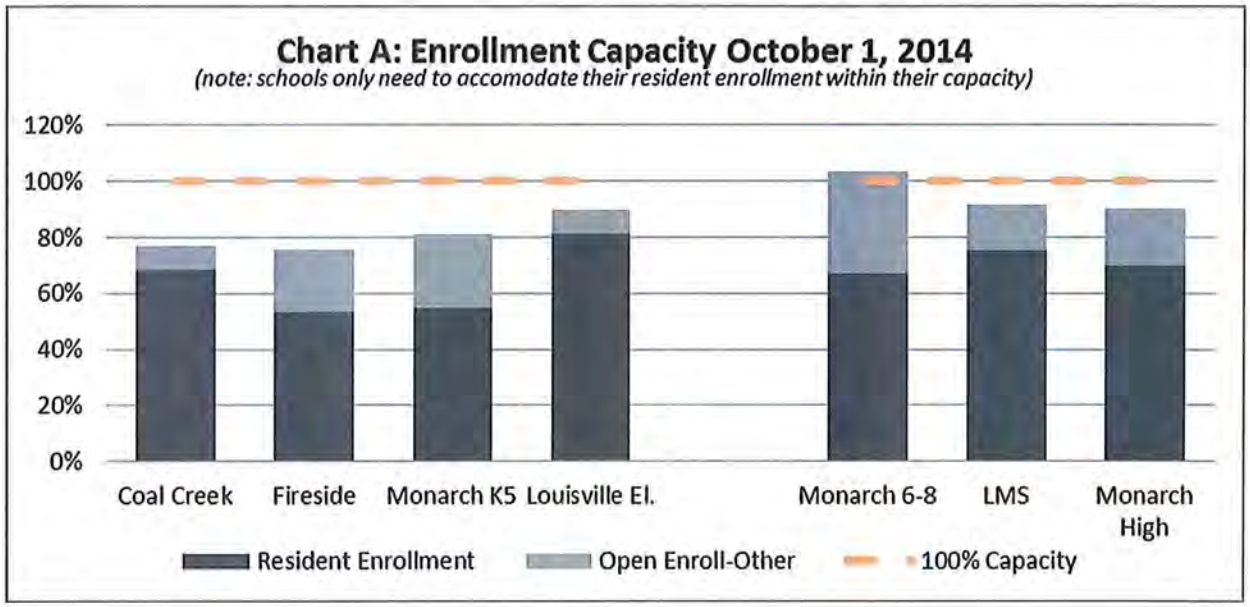
City of Louisville
Dept. of Planning and Building Safety
Attn: Sean McCartney
749 Main St.
Louisville, CO 80027

RE: Boulder County Housing Authority Annexation and Zoning - revised

Dear Sean:

Thank you for submitting Boulder County Housing Authority Annexation and Zoning revised materials for review by the Boulder Valley School District (BVSD). BVSD reviews development application in terms of capacity impacts on neighborhood schools and impacts on school land or facilities.

Chart A below shows the current program capacity and enrollment composition for each school in Louisville. On the whole, Louisville schools possess a sizeable ability to accommodate additional students, particularly when considering the level of current capacity being occupied by open enrolled students (those from outside a school's attendance area that a school is not required to accommodate). As the chart shows, however, the capacity to accommodate additional students does vary between schools.



The Boulder County Housing Authority Annexation and Zoning application proposes to add 24 single-family detached and 139 multi-family (apartment) units with an impact of 20 students on the Louisville Elementary, 7 students on Louisville Middle, and 11 students on the Monarch High school feeder. In addition, this development is also expected to have 70 units restricted to seniors that are not expected to have an impact on the school district.

When considering all other development activity in Louisville (Attachment A), and resident enrollment growth within the attendance areas of Louisville schools, Louisville Middle and Monarch High are able to accommodate projected growth (Chart B). Louisville Elementary, however, will likely exceed its program capacity within 5 years should growth within the existing housing stock of central Louisville continue at its current pace. Elementary capacity in Louisville as a whole, however, is ample to accommodate continued enrollment growth.

CHART B

School	Capacity	Enrollment 2014-15	Projected Enrollment 2015-16	2016-17	2017-18	2018-19	2019-20
Louisville El.	648	584	589	628	651	676	696
growth rate		*90.1%*	*90.4%*	*97.0%*	*100.0%*	*103.0%*	*106.2%*
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growth rate		*90.7%*	*91.9%*	*94.2%*	*97.8%*	*98.3%*	*98.2%*

Projection notes and assumptions:

- *Capacity methodology held over from 2012 and currently under review.*
- *Enrollment numbers and projections are preliminary for 2014 and subject to change. Preliminary projections may not contain consideration of all relevant data.*
- *Only the impacts of housing units expected during projection period are included.*
- *Enrollment growth in existing neighborhoods is assumed to be near current levels over the next 5 years.*
- *Louisville El. will graduate out the last significant number of open enrolled (O.E.) students in 2018.*
- *Louisville Middle and Monarch High will see increasing restrictions on O.E. through the projections period but will still retain sizeable O.E. populations in 5 years.*

Recent enrollment growth at Louisville Elementary continues to be managed by restricting open enrollment thus reducing the proportion of enrollment from outside the school's attendance area. In addition, the preschool program at the school has been relocated to Fireside Elementary in the 2014-15 school year and the current computer lab space has been converted for classroom use. As of October 1, 2014, 50 open enrolled students occupy seats at the school and continued restrictions will eventually make these seats available to new resident students. Should actual enrollment growth meet or exceed projected growth and open enrollment restrictions alone prove inadequate, other options to manage enrollment growth may be considered by the District. These could include additional changes in offered programming, the addition of portable classrooms, the addition of permanent classrooms, busing of students, or changes to attendance boundaries.

If you have any other questions, concerns, or further clarifications, feel free to contact me at 303-245-5794 or via e-mail at glen.segrue@bvsd.org.

Sincerely,

Glen Segrue, A.I.C.P.
Senior Planner

ATTACHMENT A: Planned Residential Development and Student Yield

Monarch High Feeder Schools

ELEM Att. Area	Unbuilt Residential Units* SFD	Dup	Twnhm	Condo	Apt	All	Elem_Yld	MS_Yld	HS_Yld
Coal Creek									
Platted or Under Construction									
Village Square	0	0	0	0	111	111	10	3	4
	0	**0**	**0**	**0**	**111**	**111**	**10**	**3**	**4**
Eldorado K-5									
Platted or Under Construction									
CALMANTE	33	0	0	0	0	33	10	5	7
	33	**0**	**0**	**0**	**0**	**33**	**10**	**5**	**7**
Louisville El.									
Platted or Under Construction									
917 Main St	0	2	0	0	0	2	0	0	0
Blue Sage	51	0	0	0	0	51	15	8	10
Coal Creek Station	0	51	0	0	0	51	10	4	4
Concord Partners LLC	6	0	0	0	0	6	2	1	1
DELO	0	0	60	0	108	168	10	6	9
North End	13	22	0	52	0	87	11	5	10
North End Phase II	29	0	6	36	0	71	11	5	10
Parbois Place	2	2	0	0	0	4	1	0	1
Steel Ranch South	0	0	29	0	0	29	0	1	2
The Lanterns	0	24	0	0	0	24	5	2	2
In Development Review									
Alkonis	24	0	0	0	139	163	19	8	10
North End Phase II	0	0	0	37	0	37	2	1	4
North End Phase III	28	0	0	0	0	28	8	4	6
	153	**101**	**95**	**125**	**247**	**721**	**94**	**46**	**69**
Monarch K-5									
Platted or Under Construction									
Coal Creek Crossing	53	0	0	0	0	53	15	8	11
Discover Office Park	0	0	23	0	0	23	0	1	2
Superior Town Center	0	0	643	0	0	643	8	32	51
In Development Review									
Superior Town Center	179	201	0	356	0	736	111	50	87
Varra Estates	11	0	0	0	0	11	3	2	2
	243	**201**	**666**	**356**	**0**	**1,466**	**138**	**93**	**154**
	429	**302**	**761**	**481**	**358**	**2,331**	**252**	**147**	**233**

*lots unbuilt as indicated in parcel records as of 12/01/13 and periodic site inspections

1/2/2015

DRAFT MEMORANDUM

To: Erin Ganser, Boulder County Housing Authority

From: Andrew Knudtsen and Chris Ryerson, Economic & Planning Systems

Subject: Fiscal Impact of Boulder County Housing Authority 245 N. 96th Street Development; EPS # 143081

Date: January 26, 2015

The Economics of Land Use

This memorandum documents the fiscal impact to the City of Louisville from the proposed Boulder County Housing Authority (BCHA) development at 245 North 96th Street. Economic & Planning Systems (EPS) was retained by the BCHA to perform an analysis of the fiscal impact of the proposed mixed use development located on 13.4 acres located northwest of the intersection of South Boulder Road and North 96th Street. The proposed mixed use development has four main components, which are described below:

- The first component of the proposed development is 70 affordable for-rent, senior apartment units. The apartment units consist of one- and two-bedroom units ranging in size from 650 square feet up to 850 square feet. 49 of the units are planned as one-bedrooms, and 21 as two-bedrooms. All senior units will be income restricted to 60 percent of area median income (AMI) based on U.S. Department of Housing and Urban Development (HUD), income limits. The one-bedroom units are expected to rent for approximately $1,100 per month, and two-bedrooms for $1,300 per month. For the fiscal impact analysis, the following market values were derived based on the future rental revenue stream and construction value: one-bedrooms approximately $199,000; and two-bedrooms approximately $256,000.

- The second component of the 245 North 96th Street project is 133 affordable multifamily apartments. These apartments will range in size from 700 to 1,350 square feet, with an average of 942. The unit mix will consist of approximately 54 one-bedroom units, 51 two-bedroom units, and 28 with three bedrooms. The building configuration for these units is expected to be a mix of stacked flats and townhomes, all of which will incorporate design elements to support artists such as 100 to 150 square feet of additional in-home studio space, daylighting, and high ceilings. 12 of the affordable

Economic & Planning Systems, Inc.
730 17th Street, Suite 630
Denver, CO 80202-3511
303 623 3557 tel
303 623 9049 fax

Oakland
Sacramento
Denver
Los Angeles

www.epsys.com

townhome units will be designed as live-work spaces and located to allow their integration with the 28 Louisville Artist Cohousing units described in the next section. All multifamily units will be income restricted to 60 percent AMI based on HUD income limits. Expected rents will range from $1,100 for one-bedrooms, to $1,300 for two-bedrooms, and $1,500 for three-bedroom units. Estimated market values based on these rents are $199,000 for one-bedrooms, $256,000 for two bedrooms, and $295,000 for three bedrooms.

- The third component of the project, the Louisville Artist Cohousing, consists of 28 market rate for-sale townhome units. There are eight each of one-bedroom (800 square feet), two-bedroom (1,200 square feet), and three bedroom (1,600 square feet) units. Market values for these units were provided by Louisville Artist Cohousing (cost plus 15 percent profit) as $230,000 for one-bedroom units, $345,000 for two-bedroom units, and $460,000 for three-bedroom units.

- The final component of the development is an 11,000 square foot building which will serve as the new facility for Louisville-based The Art Underground (TAU), a 501(c) (3) non-profit corporation. The arts center will include a 200 seat theater, four shared studio spaces, a classroom, an artist co-op retail business, a café, and an outdoor amphitheater and festival space. In addition, there will be a 3,500 square foot studio/classroom space with shared use between the BCHA and TAU.

The development program tested in the fiscal impact analysis is shown below in **Table 1.** The table shows the amount of commercial space and residential units as well as the estimated value of each component. The development value of the new apartments was derived using estimated rents and standard factors for vacancy and operating expenses, while the value of The Art Underground, and Shared Studio spaces was estimated using the Office factor ($143 per square foot) as the closest proxy in the City's Comprehensive Plan fiscal model. The value of the Live/Work spaces was not calculated separately, as it is accounted for in the residential valuations.

Table 1
BCHA 245 North 96th Street Development Program

Description	Units	# BR	Sq Ft[1]	Estimated Value	Valuation Per Unit/ Sq. Ft.	Rental Rate Per Sq. Ft.
Residential						
Affordable - 60% AMI						
Multifamily Apartments						
One Bedroom	54	40	700	$8,282,324	$153,376	$1.55
Two Bedroom	51	80	980	$9,384,464	$184,009	$1.32
Three Bedroom	28	60	1,350	$5,953,385	$212,621	$1.11
Subtotal	**133**	**180**		**$23,620,173**	**$177,595**	
Multifamily Senior Apartments						
One Bedroom	49	49	650	$7,515,442	$153,376	$1.66
Two Bedroom	21	42	850	$3,864,191	$184,009	$1.53
Subtotal	**70**	**91**		**$11,379,633**	**$162,566**	
Total Affordable	**203**	**271**	**846**	**$34,999,805**	**$171,338**	**$1.47**
Market Rate For-Sale						
Townhomes - Artist Cohousing						
One Bedroom	10	8	800	$2,300,000	$230,000	
Two Bedroom	10	16	1,200	$3,450,000	$345,000	
Three Bedroom	8	24	1,600	$3,680,000	$460,000	
Total Market Rate	**28**	**48**	**1,200**	**$9,430,000**	**$345,000**	
Residential Total[2]	**231**	**319**		**$44,429,805**		
Commercial						
The Art Underground (Office/Retail)			11,000	$1,573,000	$143	
Shared Studio/Classroom (Office)			3,488	$498,784	$143	
Live/Work Units Commercial (Office/Retail)[3]			4,200	---	---	
Subtotal			**18,688**	**$2,071,784**		

Source: BoulderCounty Housing Authority; Louisville Artist Cohousing; The Art Underground; Economic & Planning Systems

[1] Square feet listed are for the average per unit.

[2] The Residential Total numbers are weighted averages and, as such, do not match the exact sum of the individual components.

3 The value of the Live/Work units is captured in the Artist Cohousing section above.

H:\143081-Louisville BCHA Alkonis Neighborhood Fiscal\Models\[143081- BCHA - 245 N 96th Street Fiscal_0126 2015.xlsx]Valuation

Methodology

The fiscal impact analysis evaluates the operation and capital revenues and expenditures that will be generated as a result of the proposed development. EPS has used factors from the most recent (2015) Comprehensive Plan fiscal model. The results of the impact model have been split between three categories that measure fiscal impact based on the type of revenue or expenditure. These are as follows:

- **On-going Operations Factors**– The on-going factors cover the operational costs and revenues that recur annually. Examples of revenues include property tax, intergovernmental grants, motor vehicle use tax, specific ownership tax, and sales tax. Costs reflect the funds needed for personnel and other types of on-going City operations and maintenance activities. To determine the appropriate factors, costs for City departments have been apportioned to residential and non-residential uses and then converted into per unit or per square foot factors based on the City's current model.
- **One-Time Capital Factors** – Capital costs and revenues pertain to one-time improvements or payments. Revenue sources include use tax, building permits, plan check fees, and impact fees. Costs reflect the combined value of City facilities and assets which are then apportioned to residential and non-residential uses. These values are then divided by the total number of dwelling units or total non-residential square footage.
- **On-going Capital Sales Tax** – The exception to the standard collection of one-time capital revenues is the portion of sales tax committed to capital improvements and open space. EPS has isolated these revenues, as they function like operations (which are recurring), but are dedicated for capital or open space.

Assumptions and Adjustments

This analysis builds on the comprehensive plan fiscal model, with specific adjustments to reflect the unique nature of the proposal. Adjustments to the model factors were made to better estimate the impact of the development. All assumptions used in the model are summarized in Fiscal Model Table 1 provided in the attached fiscal model Appendix. The changes or assumptions made to the fiscal model by EPS are summarized below:

- **Property Tax** –Property tax was not calculated in this model for the BCHA units or for The Art Underground facility, as they are a Public Housing Authority (PHA) and a 501(c)(3) non-profit corporation respectively. The Studio/Classroom space shared between the two organizations was considered tax-exempt as well. The 24 Louisville Artist Cohousing market rate for-sale units are expected to generate approximately $3,500 in annual property tax revenue for the city.

- **Sales Tax Revenue** – Potential sales tax revenues from new residents are based on household incomes needed to support the assumed affordable unit rents and market rate mortgages as shown in Table A1 in the attached fiscal model Appendix A.

  The commercial spaces in this proposed development are not typical office or retail spaces, and adjustments were made to calculate sales tax generated by these facilities. The Art Underground (TAU) will not have dedicated space devoted to retail sales, however based on information provided by TAU, it is estimated that approximately $20,000 per year in taxable sales will be generated through the sale of dance shoes and dancewear, DVDs of shows, art

sold during gallery events, and a small amount of cafe/concessions sales. The City's standard 33 percent cannibalization factor was then applied, resulting in Net annual taxable revenue of $13,400. EPS assumes that the 4,200 square feet of the Live/Work units designed as work space will function as office space approximately 80 percent of the time while 20 percent will generate retail sales. However, while the City uses a $240 per square foot factor for retail sales, EPS estimates much lower per square foot sales ($25) for these spaces. The Shared Studio space is not expected to generate retail sales tax.

Sales tax generated by employees was adjusted to account for the atypical nature of the commercial spaces. EPS applied the Office sales per square foot factor to the three spaces but calibrated that figure for each use. The Art Underground is assumed to have about 65 percent of the usual sales generation impact as a typical office space. The employment density is less than a typical office, but multiple instructors and employees will go in and out of the building each day. Similarly, a 40 percent calibration was applied to the Live/Work Units and the Shared Studio space to account for the unique nature of those environments and to acknowledge that the employees/users of those spaces will not likely generate the same level of retail sales as a typical office employee.

- **Impact Fees** – The impact fees that were applied to the development are based on the City's current impact fee schedule. The Multifamily impact fee was applied to 240 multifamily bedrooms and 91 senior bedrooms, and the Single Family Attached fees were applied to the 28 cohousing townhome units based on number of bedrooms. The development program used in the model was provided by BCHA. The City impact fee schedule for office space less-than-50,000 square feet was applied to The Art Underground 11,000 square foot building, and the 3,500 square foot Shared Studio space. Impact fees were not calculated for the commercial portion of the Live/Work Units as the fees for those units were calculated in the residential section. The BCHA development is estimated to generate approximately $1.2 million in Impact Fees for the City.
- **Use Tax, Building Permit, Plan Check, and Trade Permit Fees –** Construction values for construction use tax and permit and plan fees were derived using the assumed market values of the development program, construction values, and tax rates from the comprehensive plan fiscal impact model, assuming that construction materials represent 50 percent of construction value. Trade permit fees are calculated as a percentage of building permit fees. The BCHA multifamily and senior housing components, The Art Underground facility, and The Shared Studio space are tax exempt and thus generate no construction use tax. The Louisville Artist Cohousing for-sale units generate $104,000 in construction use tax. The BCHA development generates $207,000 in permit fees, $132,000 in plan check fees, and $83,000 in trade permit fees for the City.

Fiscal Impact Summary

The BCHA development is estimated to result in approximately $191,000 in on-going annual revenue to the City and to generate approximately $356,000 on-going annual expenditures. The result is a net fiscal on-going operations balance of negative $165,000 annually, as shown in **Table 2**.

The dedicated revenues generated by taxes for capital projects and open space are shown in a separate category. This highlights the fiscal on-going operations balance mentioned above, but also acknowledges an additional positive annual fiscal impact derived from the development.

There is expected to be an annual recurring revenue stream of $31,000 from sales tax revenue that is dedicated to capital projects and open space. Accounting for this revenue stream, the effective total annual revenues to the City will be negative by $134,000.

The proposed development will have a net negative capital impact based on the model factors. The development will impose $2,500,000 upon the City in demand for new capital investments. The project is estimated to generate $1,628,000 in one-time revenue. Thus, the net fiscal balance provides a one-time capital negative impact of $871,000.

Although there is not a large retail component to this project, EPS believes it will have also have a positive impact on the Christopher Plaza commercial center at the northwest corner of South Boulder Road and Hwy 42. Christopher Plaza has historically had high vacancy rates for office and particularly ground floor retail spaces. However, over the last 12 months, TEBO properties has signed tenants for several retail and office spaces at the center. Several small ground floor retail spaces totaling approximately 7,500 square feet remain vacant at this time.

Existing and future retail tenants of Christopher Village will benefit from 194 additional households in the area as well as increased activity associated with The Art Underground building and a completed network of streets and sidewalks that will connect the existing commercial area to the BCHA development as well as additional recently constructed developments to the north and the west. The Art Underground has consistently had 26,000 to 30,000 points of contact with individuals annually for classes, workshops, rehearsals, or event attendance. This number is expected to increase at the new facility, with new and expanded programming targeted to adults and seniors (generating approximately 150 to 300 additional weekly visits), expanded dance programming, an increase in weekend performances, and capacity for more summer camp attendance.

Table 2
BCHA 245 North 96th Street Fiscal Analysis Summary

Description	Net Conditions
On-Going (Operations)	
Annual Expenditures	$355,952
Annual Revenue	$191,153
Net Fiscal Balance	**($164,799)**
On-Going (Capital)	**$30,773**
On-Going (Net Revenue)	**($134,027)**
One-Time (Capital)	
One-Time Expenditures	$2,499,291
One-Time Revenue	$1,627,963
Net Fiscal Balance	**($871,327)**

Source: City of Louisville Comprehensive Plan, Economic & Planning Systems

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F I S C A L M O D E L

Fiscal Impact Model
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Boulder County Housing Authority - 245 N. 96th Street Fiscal Impact Analysis

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Source: Economic & Planning Systems

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B A C K G R O U N D

Table 1
Fiscal Analysis Assumptions
Boulder County Housing Authority - 245 N. 96th Street Fiscal Impact Analysis

Assumptions

Property Tax Assumptions per Sq Ft or Unit	Market Value	Appraised Value	Construction Value	Assessment Ratio	Mill Levy
Mulitfamily Apartments (Affordable)	$246,660	$221,994	$177,595	0.0796	5.184
Multifamily Senior Apartments (Affordable)	$225,786	$203,208	$162,566	0.0796	5.184
Townhomes - Artist Cohousing (For-sale Market rate)	$345,000	$310,500	$248,400	0.0796	5.184
Office	$143	N/A	$105	0.2900	5.184
Retail	$132	N/A	$95	0.2900	5.184
Building Use Tax Assumptions [1]	**Commercial**	**Resid.**			
Capital Use Tax Rate	3.000%	3.000%			
Historical Preservation Rate [2]	0.125%	0.125%			
Conservation Trust Rate [2]	0.375%	0.375%			
Construction Value %	50%	50%			
Sales Tax Assumptions					
Operating Sales Tax Rate	2.000%				
Historic Preservation Rate [2]	0.125%				
Capital Improvement Sales Tax Rate [3]	1.000%				
Open Space Sales Tax Rate [2]	0.375%				
Sales per Sq Ft	$240	Comp Plan			
Sales per Sq Ft - Retail Employee	$3.45	Comp Plan			
Sales per Sq Ft - Office Employee	$8.03	Comp Plan			
Cannibalization Factor for New Retail	33%	Comp Plan			

Allocation of Operating Costs	Residential	Non-Residential	Retail	Industrial	Office
General Government					
Central Charges	70%	30%	11%	10%	9%
Legislative	80%	20%	7%	7%	7%
Municipal Court	60%	40%	13%	13%	13%
City Manager	70%	30%	11%	10%	9%
City Attorney	20%	80%	27%	27%	27%
City Clerk	60%	40%	13%	13%	13%
Human Resources	70%	30%	11%	10%	9%
Information Systems	70%	30%	11%	10%	9%
Finance	60%	40%	25%	8%	8%
Planning	35%	65%	10%	40%	15%
General Government	60%	40%	14%	15%	12%
Police	65%	35%	25%	5%	5%
Recreation & Senior Services	100%	0%	0%	0%	0%
Library	100%	0%	0%	0%	0%
Public Works	60%	40%	10%	5%	25%
Land Management					
Developed Land	100%	0%	0%	0%	0%
Open Space	100%	0%	0%	0%	0%

Development Revenues (all are used for Capital Improvements) Facility Impact Fees	Library	Parks & Trails	Recreation	Municipal Faciltiies	Transportation
Multifamily Apartments	$270	$1,516	$1,001	$344	$144
Multifamily Senior Apartments	$270	$1,516	$1,001	$344	$0
Townhomes - Artist Cohousing	$270	$1,516	$1,001	$344	$0
The Art Underground (Commercial (per SF) < 50,000 sf)	---	---	---	$0.37	$0.23

Single Family Units	6,275
Multi Family Units	1,561
Number of current Households	**7,836**
Number of Current Retail Sq Ft	1,401,281
Number of Current Industrial Sq Ft	2,380,013
Number of Current Office Sq Ft	1,608,285
Number of Current Public Sq Ft	206,691
Number of current Non-residential SqFt	**5,596,270**

Note: Shading indicates modifications from the Comprehensive Plan analysis
[1] Identical to the Comprehensive Plan assumptions
[2] The City currently collects a .375% sales and use tax that is designated for open space purchases and a .125% sales and use tax that is designated for historic preservation. These revenues cannot be used for captial improvements.
[3] By ordinance, 1/3 of the City's regular 3.000% sales and use tax rate is to be used for capital improvements and is deposited into the City's Capital Projects Fund. This revenue cannot ve used for other purposes.
Source: City of Louisville; Economic & Planning Systems
H:\143081-Louisville BCHA Alkonis Neighborhood Fiscal\Models\[143081 - BCHA - 245 N 96th Street Fiscal_01 26 2015.xlsx]Assumptions

Table 2
Baseline Fiscal Conditions - Cost Factors
Boulder County Housing Authority - 245 N. 96th Street Fiscal Impact Analysis

On-Going Costs	Total Annual Operating Costs	Residential: Residential Allocation	Residential: Operating Costs per HH Unit	Non-Residential: Non-Residential Allocation	Non-Residential: Operating Costs per SqFt	Non-Residential: Retail Costs per Sq Ft	Non-Residential: Industrial Costs per Sq Ft	Non-Residential: Office Costs per Sq Ft
General Government	$3,939,441	$2,337,429	$298.29	$1,602,012	$0.30	$0.35	$0.29	$0.27
Police	$4,955,430	$3,221,030	$411.06	$1,734,401	$0.32	$0.88	$0.10	$0.15
Parks and Recreation & Sr Services	$3,078,340	$3,078,340	$392.85	$0	$0.00	$0.00	$0.00	$0.00
Library	$1,768,300	$1,768,300	$225.66	$0	$0.00	$0.00	$0.00	$0.00
Public Works	$2,161,600	$1,296,960	$165.51	$864,640	$0.16	$0.15	$0.05	$0.34
Total Operating Cost per DU			**$1,493**					
Total Operating Cost per SqFt					**$0.78**	**$1.38**	**$0.44**	**$0.76**

Capital Costs	Estimated Current Value	Residential: Residential Allocation	Residential: Capital Costs per HH Unit	Non-Residential: Non-Residential Allocation	Non-Residential: Operating Costs per SqFt	Non-Residential: Retail Costs per Sq Ft	Non-Residential: Industrial Costs per Sq Ft	Non-Residential: Office Costs per Sq Ft
General Government	$2,927,400	$1,736,944	$221.66	$1,190,456	$0.22	$0.26	$0.21	$0.20
Police	$3,725,000	$2,421,250	$308.99	$1,303,750	$0.24	$0.66	$0.08	$0.12
Public Works	$1,280,000	$768,000	$98.01	$512,000	$0.09	$0.09	$0.03	$0.20
Parks and Recreation & Sr Services	$61,650,000	$61,650,000	$7,867.53	$0	$0.00	$0.00	$0.00	$0.00
Library	$8,976,260	$8,976,260	$1,145.52	$0	$0.00	$0.00	$0.00	$0.00
Transportation								
Single-Family	---	---	$1,573.86	---	---	---	---	---
Multi-Family	---	---	$956.66	---	---	---	---	---
Commercial	---	---	---	---	$3.97	$8.66	$1.88	$3.97
Total Capital Costs per DU								
Single-Family	---	---	**$11,216**	---	---			
Attached	---	---	**$11,216**	---	---			
Multi-Family	---	---	**$10,598**	---	---			
Total Capital Costs per SqFt								
Commercial	---	---	---	---	**---**	**$9.67**	**$2.20**	**$4.48**

Source: City of Louisville; Economic & Planning Systems

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Table 3
Baseline Fiscal Conditions - Revenue Factors
Boulder County Housing Authority - 245 N. 96th Street Fiscal Impact Analysis

	Residential Per Unit			Commercial Per Sq. Ft.		
	Multifamily Apartments	Multifamily Senior Apartments	Townhomes - Artist Cohousing	The Art Underground	Live/Work Units	Shared Studio
On-going Revenues						
Property Tax	$0	$0	$125	$0.00	$0.00	$0.00
Other Taxes	$334	$334	$334	$0.06	$0.06	$0.06
Fines and Fees	$265	$265	$265	$0.09	$0.09	$0.09
Sales Tax						
Operation (2%) - Retail Sales	$190	$174	$239	$0.02	$0.07	$0.00
Operation (2%) - Employee Sales	$0	$0	$0	$0.10	$0.06	$0.06
Sales Tax Subtotal	**$190**	**$174**	**$239**	**$0.13**	**$0.13**	**$0.06**
Total On-going Revenues	**$790**	**$774**	**$964**	**$0.28**	**$0.28**	**$0.21**
On-going Capital Revenues						
Capital Imp. (1%)	$95	$87	$120	$0.01	$0.03	$0.00
Open Space (.375%)	$36	$33	$45	$0.00	$0.01	$0.00
Total On-going Cap. Rev.	**$131**	**$120**	**$164**	**$0.02**	**$0.05**	**$0.00**
One-time Revenues						
Use Tax	$0	$0	$3,726	$0.00	$0.00	$0.00
Building Permits	$725	$679	$1,890	$0.60	---	$0.87
Trade Permit Fees	$290	$272	$756	$0.24	$0.00	$0.11
Plan Check Fees	$472	$441	$1,229	$0.39	$0.00	$0.57
Impact Fees						
Parks & Trails Fee	$2,736	$1,971	$1,918	---	---	---
Rec. Fee	$1,806	$1,301	$1,267	---	---	---
Library Fee	$487	$351	$342	---	---	---
Municipal Facilities Fee	$621	$447	$435	$0.37	---	$0.12
Transp. Fee	$260	$187	$109	$0.23	---	$0.07
Total One-time Revenues	**$7,397**	**$5,649**	**$11,672**	**$1.83**	**$0.00**	**$1.74**

Source: City of Louisville Comprehensive Plan, Economic & Planning Systems

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Table 4
Proposed Development Program
Boulder County Housing Authority - 245 N. 96th Street Fiscal Impact Analysis

Description	Units	# BR	Sq Ft[1]	Estimated Value	Valuation Per Unit/ Sq. Ft.	Rental Rate Per Sq. Ft.
Residential						
Affordable - 60% AMI						
Multifamily Apartments						
One Bedroom	54	54	700	$8,282,324	$153,376	$1.55
Two Bedroom	51	102	980	$9,384,464	$184,009	$1.32
Three Bedroom	28	84	1,350	$5,953,385	$212,621	$1.11
Subtotal	**133**	**240**		**$23,620,173**	**$177,595**	
Multifamily Senior Apartments						
One Bedroom	49	49	650	$7,515,442	$153,376	$1.66
Two Bedroom	21	42	850	$3,864,191	$184,009	$1.53
Subtotal	**70**	**91**		**$11,379,633**	**$162,566**	
Total Affordable	**203**	**331**	**846**	**$34,999,805**	**$171,338**	**$1.47**
Market Rate For-Sale						
Townhomes - Artist Cohousing						
One Bedroom	10	10	800	$2,300,000	$230,000	
Two Bedroom	10	20	1,200	$3,450,000	$345,000	
Three Bedroom	8	24	1,600	$3,680,000	$460,000	
Total Market Rate	**28**	**54**	**1,200**	**$9,430,000**	**$345,000**	
Residential Total[2]	**231**	**385**		**$44,429,805**		
Commercial						
The Art Underground (Office/Retail)			11,000	$1,573,000	$143	
Shared Studio/Classroom (Office)			3,488	$498,784	$143	
Live/Work Units Commercial (Office/Retail)[3]			4,200	---	---	
Subtotal			**18,688**	**$2,071,784**		

Source: BoulderCounty Housing Authority; Louisville Artist Cohousing; The Art Underground; Economic & Planning Systems

[1] Square feet listed are for the average per unit.

[2] The Residential Total numbers are weighted averages and, as such, do not match the exact sum of the individual components.

3 The value of the Live/Work units is captured in the Artist Cohousing section above.

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F I S C A L M O D E L

Table 5
Operations/On-Going Fiscal Analysis
Boulder County Housing Authority - 245 N. 96th Street Fiscal Impact Analysis

Proposed Development	Multifamily Apartments		Multifamily Senior Apartments		Townhomes - Artist Cohousing		The Art Underground		Live/Work Units		Shared Studio		Total
	Per Unit	Subtotal	Per Unit	Subtotal	Per Unit	Subtotal	Per Sq. Ft.	Subtotal	Per Sq. Ft.	Subtotal	Per Sq. Ft.	Subtotal	
Total New		133		70		28		11,000		4,200		3,488	
On-Going Revenues (Operations)													
Property Tax	$0	$0	$0	$0	$125	$3,502	$0.00	$0	$0.00	$0	$0.00	$0	$3,502
Other Taxes	$334	$44,479	$334	$23,410	$334	$9,364	$0.06	$696	$0.06	$266	$0.06	$221	$78,437
Fines and Fees	$265	$35,247	$265	$18,551	$265	$7,420	$0.09	$937	$0.09	$358	$0.09	$297	$62,810
Sales Tax									$0.00				
Operation (2%) - Retail Sales	$190	$25,316	$174	$12,197	$239	$6,699	$0.02	$268	$0.07	$281	$0.00	$0	$44,761
Operation (2%) - Employee Sales	$0	$0	$0	$0	$0	$0	$0.10	$1,149	$0.06	$270	$0.06	$224	$1,643
Total Annual Revenue	**$790**	**$105,042**	**$774**	**$54,158**	**$964**	**$26,985**	**$0.28**	**$3,051**	**$0.28**	**$1,175**	**$0.21**	**$742**	**$191,153**
On-Going Revenues (Capital)													
Capital Imp. (1%)	$95	$12,658	$87	$6,098	$120	$3,349	$0.01	$134	$0.03	$141	$0.00	$0	$22,380
Open Space (.375%)[1]	$36	$4,747	$33	$2,287	$45	$1,256	$0.00	$50	$0.01	$53	$0.00	$0	$8,393
Total On-going Cap. Rev.	**$131**	**$17,405**	**$120**	**$8,385**	**$164**	**$4,605**	**$0.02**	**$184**	**$0.05**	**$193**	**$0.00**	**$0**	**$30,773**
On-Going Expenditures (Operations)[2]													
General Government	$298	$39,673	$298	$20,881	$298	$8,352	$0.27	$2,948	$0.00	$0	$0.27	$935	$72,789
Police	$411	$54,670	$411	$28,774	$411	$11,510	$0.15	$1,695	$0.00	$0	$0.15	$537	$97,186
Parks and Recreation & Sr Services	$393	$52,248	$393	$27,499	$393	$11,000	$0.00	$0	$0.00	$0	$0.00	$0	$90,747
Library	$226	$30,013	$226	$15,796	$226	$6,319	$0.00	$0	$0.00	$0	$0.00	$0	$52,128
Pub. Wks/Trans.	$166	$22,013	$166	$11,586	$166	$4,634	$0.34	$3,696	$0.00	$0	$0.34	$1,172	$43,102
Total	**$1,493**	**$198,618**	**$1,493**	**$104,536**	**$1,493**	**$41,814**	**$0.76**	**$8,339**	**$0.00**	**$0**	**$0.76**	**$2,644**	**$355,952**
Annual Net Fiscal Balance	**($704)**	**($93,576)**	**($720)**	**($50,378)**	**($530)**	**($14,829)**	**($0.48)**	**($5,288)**	**$0.28**	**$1,175**	**($0.55)**	**($1,902)**	**($164,799)**

Source: City of Louisville Comprehensive Plan, Economic & Planning Systems

[1] A portion of Open Space can be used for operations

[2] Expenditures for the Live/Work units are captured in the Residential Townhomes-Artist Cohousing section.

Table 6
Capital/One-time Fiscal Analysis
Boulder County Housing Authority - 245 N. 96th Street Fiscal Impact Analysis

	Factors						Subtotals						
Proposed Development	**Multifamily Apartments**	**Multifamily Senior Apartments**	**Townhomes - Artist Cohousing**	**The Art Underground**	**Live/Work Units**	**Shared Studio**	**Multifamily Apartments**	**Multifamily Senior Apartments**	**Townhomes - Artist Cohousing**	**The Art Underground**	**Live/Work Units**	**Shared Studio**	**Total**
Total		Per Unit			Per Sq. Ft.		133	70	28	11,000	4,200	3,488	
One-time Revenues													
Use Tax	$0	$0	$0	$0.00	$0.00	$0.00	$0	$0	$0	$0	$0	$0	$0
Building Permits [1]	$725	$679	$1,890	$0.60	$0.00	$0.87	$96,481	$47,519	$52,931	$6,620	$0	$3,046	$206,596
Trade Permit Fees	$290	$272	$756	$0.24	$0.00	$0.11	$38,592	$19,007	$21,172	$2,648	$0	$386	$81,807
Plan Check Fees	$472	$441	$1,229	$0.39	$0.00	$0.57	$62,712	$30,887	$34,405	$4,303	$0	$1,980	$134,288
Impact Fees													
Parks & Trails Fee	$2,736	$1,971	$1,918	---	---	---	$363,840	$137,956	$53,700	---	---	---	$555,496
Rec. Fee	$1,806	$1,301	$1,267	---	---	---	$240,240	$91,091	$35,472	---	---	---	$366,803
Library Fee	$487	$351	$342	---	---	---	$64,800	$24,570	$9,580	---	---	---	$98,950
Municipal Facilities Fee	$621	$447	$435	$0.37	---	$0.12	$82,560	$31,304	$12,180	$4,070	---	$409	$130,523
Transp. Fee	$260	$187	$109	$0.23	---	$0.07	$34,560	$13,104	$3,052	$2,530	---	$254	$53,500
Total One-Time Revenues	**$7,397**	**$5,649**	**$7,946**	**$1.83**	**$0.00**	**$1.74**	**$983,785**	**$395,438**	**$222,493**	**$20,171**	**$0**	**$6,076**	**$1,627,963**
One-time Expenditures[2]													
General Government	$222	$222	$222	$0.20	$0.00	$0.20	$29,481	$15,516	$6,207	$2,191	$0	$695	$54,090
Police	$309	$309	$309	$0.12	$0.00	$0.12	$41,096	$21,629	$8,652	$1,274	$0	$404	$73,055
Public Works	$98	$98	$98	$0.20	$0.00	$0.20	$13,035	$6,861	$2,744	$2,189	$0	$694	$25,523
Parks and Recreation & Sr Services	$7,868	$7,868	$7,868	$0.00	$0.00	$0.00	$1,046,382	$550,727	$220,291	$0	$0	$0	$1,817,400
Library	$1,146	$1,146	$1,146	$0.00	$0.00	$0.00	$152,354	$80,186	$32,074	$0	$0	$0	$264,614
Transportation	$957	$957	$957	$3.97	$0.00	$0.00	$127,236	$66,966	$26,786	$43,621	$0	$0	$264,609
Total One-Time Expenditures	**$10,598**	**$10,598**	**$10,598**	**$4.48**	**$0.00**	**$0.51**	**$1,409,583**	**$741,886**	**$296,754**	**$49,274**	**$0**	**$1,793**	**$2,499,291**
Net Fiscal Balance	**($3,201)**	**($4,949)**	**($2,652)**	**($2.65)**	**$0.00**	**$1.23**	**($425,798)**	**($346,448)**	**($74,261)**	**($29,103)**	**$0**	**$4,283**	**($871,327)**

Source: City of Louisville Comprehensive Plan, Economic & Planning Systems
[1] Does not include Water or Sewer Tap Fees
[2] Expenditures for the Live/Work units are captured in the Residential Townhomes-Artist Cohousing section.
H:\143081-Louisville BCHA Alkonis Neighborhood Fiscal\Models\Old Drafts of Models\[143081 - BCHA - 245 N 96th Street Fiscal_12 18 14.xlsx]Assumptions

Table 7
Fiscal Analysis Summary
Boulder County Housing Authority - 245 N. 96th Street Fiscal Impact Analysis

Description	Net Conditions
On-Going (Operations)	
Annual Expenditures	$355,952
Annual Revenue	$191,153
Net Fiscal Balance	**($164,799)**
On-Going (Capital)	**$30,773**
On-Going (Net Revenue)	**($134,027)**
One-Time (Capital)	
One-Time Expenditures	$2,499,291
One-Time Revenue	$1,627,963
Net Fiscal Balance	**($871,327)**

Source: City of Louisville Comprehensive Plan, Economic & Planning Systems

H:\143081-Louisville BCHA Alkonis Neighborhood Fiscal\Models\[143081 - BCHA - 245 N 96th Street Fiscal_01 26 2015.xlsx]Summary

A P P E N D I X

Table A1
Boulder County HUD Income Limits, 2014
Boulder County Housing Authority - 245 N. 96th Street Fiscal Impact Analysis

Program	1 Person		2 Person		3 Person		4 Person		5 Person	
AMI	**Low**	**High**	**Low**	**High**	**Low**	**High**	**Low**	**High**	**Low**	**High**
$96,800										
30%	$0	$20,200	$20,201	$23,100	$23,101	$26,000	$26,001	$28,850	$28,851	$31,200
50%	$0	$33,650	$33,651	$38,450	$38,451	$43,250	$43,251	$48,050	$48,051	$51,900
60%	**$0**	**$40,380**	**$40,381**	**$46,140**	**$46,141**	**$51,900**	**$51,901**	**$57,660**	**$57,661**	**$62,280**
80%	$0	$44,750	$44,751	$51,150	$51,151	$57,550	$57,551	$63,900	$63,901	$69,050

Source: HUD; Economic & Planning Systems

H:\143081-Louisville BCHA Alkonis Neighborhood Fiscal\Models\[143081 - BCHA - 245 N 96th Street Fiscal_01 26 2015.xlsx]HUD Income Limits

AMI Assuming tenants cannot pay more than **30%** of their income as rent.

30%	$505	$505	$578	$578	$650	$650	$721	$721	$780
50%	$841	$841	$961	$961	$1,081	$1,081	$1,201	$1,201	$1,298
60%	**$1,010**	**$1,010**	**$1,154**	**$1,154**	**$1,298**	**$1,298**	**$1,442**	**$1,442**	**$1,557**

Table A2
Boulder County Rents at 60% AMI
Boulder County Housing Authority - 245 N. 96th Street Fiscal Impact Analysis

AMI	1 Bedroom	2 Bedrooms	3 Bedrooms
30%	$541	$650	$751
50%	$901	$1,081	$1,249
60%	$1,082	$1,298	$1,499

Source: U.S. Department of Housing and Urban Development; Economic & Planning Systems

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Table A3
Valuation of For-Rent Apartment Units
Boulder County Housing Authority - 245 N. 96th Street Fiscal Impact Analysis

		Multifamily Apartments				Multifamily Senior Apartments		
	Factor	One Bedroom	Two Bedroom	Three Bedroom	Multifamily Average	One Bedroom	Two Bedroom	Multifamily Senior Average
Program								
Unit Mix		54	51	28	**133**	49	21	**70**
Size		700	980	1,350	**944**	650	850	**710**
Rent at 60% AMI		$1,082	$1,298	$1,499	**$1,252**	$1,082	$1,298	**$1,146**
Annual Income[1]		$43,260	$51,900	$59,970	**$50,091**	$43,260	$51,900	**$45,852**
Rent per Sq. Ft.		$1.55	$1.32	$1.11	**$1.37**	$1.66	$1.53	**$1.62**
Revenue								
Monthly Revenue		$58,401	$66,173	$41,979	**$171,892**	$52,994	$27,248	**$80,645**
Annual Income	12	$700,812	$794,070	$503,748	**$2,062,705**	$635,922	$326,970	**$967,739**
VCL	5%	$35,041	$39,704	$25,187	**$103,135**	$31,796	$16,349	**$48,387**
Operating Expenses	30%	$210,244	$238,221	$151,124	**$618,812**	$190,777	$98,091	**$290,322**
NOI		$455,528	$516,146	$327,436	**$1,340,759**	$413,349	$212,531	**$629,030**
Valuation								
Value	**5.50%**	**$8,282,324**	**$9,384,464**	**$5,953,385**	**$24,377,428**	**$7,515,442**	**$3,864,191**	**$11,436,911**
Value per Unit		$153,376	$184,009	$212,621	**$183,289**	$153,376	$184,009	**$163,384**
Rent Per Month		$1,082	$1,298	$1,499	**$1,292**	$1,082	$1,298	**$1,152**

Source: BCHA; U.S. HUD; Denver Metro Apartment Vacancy & Rent Survey; Economic & Planning Systems

[1] Annual incomes are based on HUD income limits for 60 percent AMI as shown in Table A1. Income for one bedroom units is an average of HUD income limits for one and two person households. Income for three bedroom multifamily units is an average of HUD income limits for four and five person households.

Note: The Multifamily and Senior Multifamily Total numbers are weighted averages and, as such, do not match the exact sum of the individual components.

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Table A4
On-Site Household Income and Sale Tax Generated per Unit
Boulder County Housing Authority - 245 N. 96th Street Fiscal Impact Analysis

	Affordable			Market Rate	
	Factor	Multifamily Apartments	Multifamily Senior Apartments	Factor	Townhomes - Artist Cohousing
HH Income					
Units		133	70		28
Monthly Payment [1]		---	---		$1,574
Insurance		---	---	10%	$157.39
Total Monthly Exp.		---	---		$1,731
Total Ann. Exp.		---	---	12	$20,776
Total Income [2]		$50,091	$45,852	33%	$62,956
% on Retail		38%	38%		38%
% Spent Locally		50%	50%		50%
Retail Sales		**$9,517**	**$8,712**		**$11,962**
City Sales Tax Revenue					
Operating Sales Tax	2.000%	$190	$174	2.000%	$239
Capital Imp. Sales Tax	1.000%	$95	$87	1.000%	$120
Open Space Sales Tax	0.375%	$36	$33	0.375%	$45
Total	**3.375%**	**$321**	**$294**	**3.375%**	**$404**
Average Household Income		**$50,091**	**$45,852**		**$62,956**
Comprehensive Plan HH Income		$81,015	$81,016		$81,017
Differential		62%	57%		78%
Sales Tax per Household [3]		$321	$294		$404

Source: City of Louisville; Economic & Planning Systems

[1] Monthly payment for Artist Cohousing Townhomes is calculated based on a typical mortgage payment with 20 percent down, 4.5 percent interest, and property tax at 85.187 mills.

[2] Total Income for multifamily and multifamily senior apartments are averages for each housing type, calculated in Table A3 based on estimated rents at 60 percent AMI.

[3] Based on Comprehensive Plan, assuming 38% of household income spent on retail and 50% local capture. Sales Tax revenue is allocated to operations (2%) and capital and open space (1.375%)

H:\143081-Louisville BCHA Alkonis Neighborhood Fiscal\Models\[143081 - BCHA - 245 N 96th Street Fiscal_01 26 2015.xlsx]HH Income & Pt of Origin

Table A5
Point of Sale Retail Sales Tax Revenue Calculation
Boulder County Housing Authority - 245 N. 96th Street Fiscal Impact Analysis

	Factor/Unit	The Art Underground[1]	Live/Work Units[2,3]
The Art Underground Facility	Sq. Ft.	**11,000**	**4,200**
Activity devoted to Retail		---	0.20
		---	**840**
Retail Sales Factor	Per Sq. Ft.	---	$25
Annual Retail Sales		$20,000	$21,000
Cannibalization		33%	33%
Retail Sales		($6,600)	($6,930)
Net Annual Revenue		**$13,400**	**$14,070**
City Sales Tax Revenue			
Operating Sales Tax	2.000%	$268	$281
Capital Imp. Sales Tax	1.000%	$134	$141
Open Space Sales Tax	0.375%	$50	$53
Total	**3.375%**	**$452**	**$475**
City Sales Tax Factors			
Operating Sales Tax		$0.02	$0.07
Capital Imp. Sales Tax		$0.01	$0.03
Open Space Sales Tax		$0.00	$0.01
Sales Tax Total		**$0.04**	**$0.11**

Source: The Art Underground; City of Louisville, Economic & Planning Systems

[1] The Art Underground (TAU) will not have dedicated space devoted to retail sales, however based on information provided by TAU, it is estimated that approximately $20,000 per year in taxable sales will be generated through the sale of dance shoes and dancewear, DVDs of shows, art sold during gallery events, and a small amount of cafe/concessions sales.

[2] Live/Work commercial space is calculated assuming 28 units each with 150 square feet of studio space. EPS assumes that this space will be utilized approximately 80 percent as office space and 20 percent as retail space.

[3] The retail sales factor for the Live/Work units was revised down from $240 per square foot to $25 per square foot to account for the limited nature of retail sales in this context.

Note: The 3,488 square foot Shared Studio/Classroom space is assumed to be utilized in a manner consistent with office space, and thus no point-of-sale tax is calculated.

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Table A6
Retail Sales from Employees
Boulder County Housing Authority - 245 N. 96th Street Fiscal Impact Analysis

Sales Tax	Factor	Art Undergound	Live/Work Units	Shared Studios
Total Sales				
Net New Square Footage		11,000	4,200	3,488
Sales Per Sq. Ft.		$8.03	$8.03	$8.03
Calibration		65%	40%	40%
Revised Sales Per Sq. Ft.		$5.22	$3.21	$3.21
Annual Sales		**$57,446**	**$13,498**	**$11,210**
City Sales Tax Revenue				
Operating Sales Tax	2.00%	$1,149	$270	$224
Capital Imp. Sales Tax	1.00%	$574	$135	$112
Open Space Sales Tax	0.38%	$215	$51	$42
Total	**3.38%**	**$1,939**	**$456**	**$378**
Per Square Foot Factors				
Operating Sales Tax		$0.10	$0.06	$0.06
Capital Imp. Sales Tax		$0.05	$0.03	$0.03
Open Space Sales Tax		$0.02	$0.01	$0.01
Total		**$0.18**	**$0.11**	**$0.11**

Source: City of Louisville, Economic & Planning Systems

Note: Retail sales per square foot factors for employee-generated sales for the three commercial uses in the Boulder County Housing Authority proposal were calibrated to account for these uses not being typical "office" or "retail" settings.

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Table A7
Proposed Development Property Tax Revenue Calculation
Boulder County Housing Authority - 245 N. 96th Street Fiscal Impact Analysis

	Market Value	Appraised Value	Assess Ratio	Assessed Value	Mill Levy[1]	Property Tax Proceeds	Per Unit/Sq. Ft.
Residential							
Multifamily Apartments[2]	$23,620,173	$21,258,155	0.00%	$0	0	$0	$0.00
Multifamily Senior Apartments[2]	$11,379,633	$10,241,669	0.00%	$0	0	$0	$0.00
Townhomes - Artist Cohousing	$9,430,000	$8,487,000	7.96%	$675,565	5.184	$3,502	$125.08
Commercial							
The Art Underground[3]	$1,573,000	$1,415,700	0.00%	$0	---	$0	$0.00
Live/Work Units[4]	$498,784	---	0.00%	$0	---	$0	$0.00
Shared Studio[5]	---	---	0.00%	$0	---	$0	$0.00
Subtotal	**$2,071,784**	**$1,415,700**		**$0**		**$0**	**$0**
Total	**$46,501,589**	**$41,402,525**		**$675,565**		**$3,502**	

Source: City of Lousiville; Economic & Planning Systems

[1] Note: This mill levy is only for the City of Louisville General Fund and does not include the additional 1.526 mills levied by the City for bond maintenance.

[2] Note: As a Public Housing Authority (PHA), the BHCA multifamily and senior aprtment units are not subject to property tax.

[3] Note: The Art Underground is a 501(c)(3) tax-exempt non-profit entity, and as such, pays no property tax.

[4] Note: The Boulder County Assessor has indicated that the 4,200 square feet of studio space in the Artist Cohousing Live/Work units would likely be considered as home offices, and thus assessed at a residential rate (already captured above in the residential section).

[5] Note: The Shared Studio/Classroom is operated by Boulder County Housing Authority and The Art Underground, both of which are tax-exempt entities, and as such, pay no property tax.

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Table A8
Estimated Construction Use Tax
Boulder County Housing Authority - 245 N. 96th Street Fiscal Impact Analysis

Development Program	Units / Sq. Ft.	Construction Value	Materials Cost[1]	Tax Rate[2]	Total Est. Use Tax	Per Unit / Sq. Ft.
Residential						
Multifamily Apartments[3]	133	$23,620,173	$11,810,086	0.00%	$0	$0
Multifamily Senior Apartments[3]	70	$11,379,633	$5,689,816	0.00%	$0	$0
Townhomes - Artist Cohousing	28	$6,955,200	$3,477,600	3.00%	$104,328	$3,726
Subtotal	**231**	**$41,955,005**	**$20,977,503**	**3.00%**	**$104,328**	
Commercial						
The Art Underground[3]	11,000	$1,155,000	$577,500	0.00%	$0	
Live/Work Units[4]	3,488	---	---	0.00%	$0	
Shared Studio[5]	4,200	---	---	0.00%	$0	
Subtotal	**18,688**	**$1,155,000**	**$577,500**		**$0**	
Total		**$43,110,005**	**$21,555,003**		**$104,328**	

[1] Assumes construction materials represent 50 percent of construction value.

[2] Only includes the General Fund portion of the use tax rate.

[3] BCHA and TAU ae tax-exempt organizations and therefore not subject to contruction use tax.

[4] Note: Construction use tax for the Artist/Cohousing Live/Work units is captured in the residential Townhomes-Artist Cohousing section above.

[5] Note: The Shared Studio/Classroom is operated by Boulder County Housing Authority and The Art Underground, both of which are tax-exempt entities, and as such, pay no property tax.

Source: City of Louisville; Economic & Planning Systems

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Table A9
Building Permits & Plan Check Fee Calculation
Boulder County Housing Authority - 245 N. 96th Street Fiscal Impact Analysis

	Construction Value	Base Fee	Graduated Fee	Permit Fee	Plan Check Fee	Total Revenue
Residential						
Multifamily Apartments	$23,620,173			$96,481	$62,712	$159,193
Per Unit	$177,595	$6,000	$4	$725	$472	$1,197
Multifamily Senior Apartments	$11,379,633			$47,519	$30,887	$78,406
Per Unit	$162,566	$6,000	$4	$679	$441	$1,120
Townhomes - Artist Cohousing	$6,955,200			$52,931	$34,405	$87,336
Per Unit	$248,400	$1,000	$6	$1,890	$1,229	$3,119
Residential Total	**$41,955,005**			**$196,930**	**$128,005**	**$324,935**
Commercial						
The Art Underground	$1,155,000	$6,000	$4	$6,620	$4,303	$10,923
Per Sq. Ft.				$0.60	$0.39	$1.0
Live/Work Units[1]	---	---	---	---	$0	$0
Per Sq. Ft.				---	$0.00	$0.0
Shared Studio	$441,000	$1,000	$6	$3,046	$1,980	$5,026
Per Sq. Ft.				$0.87	$0.57	$1.4
Commercial Total	**$1,596,000**			**$9,666**	**$4,303**	**$15,949**
Total	**$43,551,005**			**$206,596**	**$132,308**	**$340,884**

Source: City of Louisville; Economic & Planning Systems

[1] Building Permit and Plan Check fees for the Live/Work units are captured in the Townhomes-Artist Cohousing section above.

H:\143081-Louisville BCHA Alkonis Neighborhood Fiscal\Models\[143081 - BCHA - 245 N 96th Street Fiscal_01 26 2015.xlsx]Permit Fees & Plan Fees

Table A10
New Impact Fee Schedule
Boulder County Housing Authority - 245 N. 96th Street Fiscal Impact Analysis

Description	Size Bedrooms/ Sq. Ft.	Parks & Trails	Rec. Facilities	Library	Municipal Facilities	Transportation	Total
Residential							
Single Family							
	0-2	$1,822	$1,203	$325	$413	$185	$3,948
	3	$2,664	$1,759	$475	$604	$225	$5,727
	4	$3,464	$2,288	$617	$786	$287	$7,442
	5+	$4,233	$2,796	$754	$960	$379	$9,122
Single Family Attached							
	0-2	$1,653	$1,092	$295	$375	$93	$3,508
	3+	$2,580	$1,704	$460	$585	$149	$5,478
Multifamily		$1,516	$1,001	$270	$344	$144	$3,275
Nonresidential							
Retail	< 50,000	N/A	N/A	N/A	$0.27	$0.43	$0.70
Retail	50,000-100,000	N/A	N/A	N/A	$0.24	$0.38	$0.62
Retail	100,000-200,000	N/A	N/A	N/A	$0.21	$0.33	$0.55
Business Park		N/A	N/A	N/A	$0.30	$0.19	$0.49
Medical-Dental		N/A	N/A	N/A	$0.39	$0.53	$0.91
Office	< 50,000	N/A	N/A	N/A	$0.37	$0.23	$0.60
Office	50,000-100,000	N/A	N/A	N/A	$0.35	$0.19	$0.55
Office	100,000-200,000	N/A	N/A	N/A	$0.33	$0.17	$0.50
Hospital		N/A	N/A	N/A	$0.30	$0.24	$0.54
Mini-Warehouse		N/A	N/A	N/A	$0.00	$0.04	$0.04
Warehousing		N/A	N/A	N/A	$0.09	$0.05	$0.14
Manufacturing		N/A	N/A	N/A	$0.17	$0.06	$0.23
Light Industrial		N/A	N/A	N/A	$0.22	$0.10	$0.32
Lodging (per room)		N/A	N/A	N/A	$42.00	$82.00	$124
Elementary School (per student)		N/A	N/A	N/A	$8.00	$19.00	$27
Secondary School (per student)		N/A	N/A	N/A	$8.00	$25.00	$33
Day Care (per student)		N/A	N/A	N/A	$15.00	$65.00	$81
Nursing Home (bed)		N/A	N/A	N/A	$35.00	$35.00	$69

Source: City of Louisville; Economic & Planning Sytems

H:\143081-Louisville BCHA Alkonis Neighborhood Fiscal\Models\[143081 - BCHA - 245 N 96th Street Fiscal_01 26 2015.xlsx]New Impact Fee

Development Program	Units / Sq. Ft.	# Bedrooms	Parks & Trails	Rec. Facilities	Library	Municipal Facilities	Transportation	Total
Residential								
Multifamily Apartments	**133**	**240**	**$363,840**	**$240,240**	**$64,800**	**$82,560**	**$34,560**	**$786,000**
Per Unit			$2,736	$1,806	$487	$621	$260	$5,910
Multifamily Senior Apartments	**70**	**91**	**$137,956**	**$91,091**	**$24,570**	**$31,304**	**$13,104**	**$298,025**
Per Unit			$1,971	$1,301	$351	$447	$187	$2,241
Townhomes - Artist Cohousing	**28**		**$53,700**	**$35,472**	**$9,580**	**$12,180**	**$3,052**	**$113,984**
Per Unit (1 and 2 bedrooms)	20		$1,653	$1,092	$295	$375	$93	$3,508
Per Unit (3 bedrooms)	8		$2,580	$1,704	$460	$585	$149	$5,478
Weighted Average			$1,918	$1,267	$342	$435	$109	$4,071
Commercial								
The Art Underground	11,000		N/A	N/A	N/A	$4,070	$2,530	**$6,600**
Per Square Foot			---	---	---	$0.37	$0.23	$0.60
Live/Work Units[1]	4,200		N/A	N/A	N/A	---	---	**$0**
Per Square Foot			---	---	---	---	---	$0.00
Shared Studio	3,488		N/A	N/A	N/A	$1,291	$802	**$2,093**
Per Square Foot			---	---	---	$0.12	$0.07	$0.19
Total			**$555,496**	**$366,803**	**$98,950**	**$126,044**	**$50,716**	**$1,204,609**

Source: City of Louisville; Economic & Planning Systems

[1] Impact fees for the Live/Work units are captured in the Townhomes-Artist Cohousing section above.

H:\143081-Louisville BCHA Alkonis Neighborhood Fiscal\Models\[143081 - BCHA - 245 N 96th Street Fiscal_01 26 2015.xlsx]New Impact Fee

Table A11
Trade Permit Fees
Boulder County Housing Authority - 245 N. 96th Street Fiscal Impact Analysis

Development Program	# Units / Sq. Ft.	Factor	Trade #1 20%	Trade # 2 10%	Trade # 3 10%	Total
Residential						
Multifamily Apartments	133	$96,481	**$19,296**	**$9,648**	**$9,648**	**$38,592**
Per Unit			$145	$73	$73	$290
Multifamily Senior Apartments	70	$47,519	**$9,504**	**$4,752**	**$4,752**	**$19,007**
Per Unit			$136	$68	$68	$272
Townhomes - Artist Cohousing	28	$52,931	**$10,586**	**$5,293**	**$5,293**	**$21,172**
Per Unit			$378	$189	$189	$756
Commercial						
The Art Underground	11,000	$6,620	**$1,324**	**$662**	**$662**	**$2,648**
Per Sq. Foot			$0.12	$0.06	$0.06	$0.24
Live/Work Units[1]	4,200	---	**---**	**---**	**---**	**$0**
Per Square Foot			**---**	**---**	**---**	$0.00
Shared Studio	3,488	$3,046	**$609**	**$305**	**$305**	**$1,218**
Per Square Foot			$0.06	$0.03	$0.03	$0.11
Total			**$41,319**	**$20,660**	**$20,660**	**$82,639**

Source: City of Louisville; Economic & Planning Systems

Note: Trade Permit Fees are calculated as a percentage of the Building permit fee.

[1] Trade permit fees for the Live/Work units are captured in the Townhomes-Artist Cohousing section above.

H:\143081-Louisville BCHA Alkonis Neighborhood Fiscal\Models\[143081 - BCHA - 245 N 96th Street Fiscal_01 26 2015.xlsx]Trade Perrmit Fees

Table A12
Other General Revenue Sources
Boulder County Housing Authority - 245 N. 96th Street Fiscal Impact Analysis

	Residential			Non-Residential					
General Revenue	**Annual Revenue**	**Residential Allocation**	**Rev Per Unit**	**Retail Allocation**	**Rev Per Sq Ft**	**Industrial Allocation**	**Rev Per Sq Ft**	**Office Allocation**	**Rev Per sq Ft**
Other Taxes									
Franchise Tax	$1,133,300	$679,980	$86.78	$90,664	$0.06	$283,325	$0.12	$79,331	$0.05
Motor Vehicle Use Tax	$1,062,260	$1,062,260	$135.56	$0	$0.00	$0	$0.00	$0	$0.00
Specific Ownership Tax	$165,030	$165,030	$21.06	$0	$0.00	$0	$0.00	$0	$0.00
Penalties & Interest on Taxes	$63,750	$15,938	$2.03	$15,938	$0.01	$15,938	$0.01	$15,938	$0.01
Highway Users Tax	$592,230	$592,230	$75.58	$0	$0.00	$0	$0.00	$0	$0.00
Cigarette Tax & Marijuana Tax	$99,590	$0	$0.00	$99,590	$0.07	$0	$0.00	$0	$0.00
Mineral Lease & Severance Tax	$18,690	$18,690	$2.39	$0	$0.00	$0	$0.00	$0	$0.00
Motor Vehicle Registration Tax	$68,030	$68,030	$8.68	$0		$0		$0	
County Road and Bridge Tax	$41,000	$18,450	$2.35	$6,560	$0.00	$9,430	$0.00	$6,560	$0.00
Other Taxes Subtotal	**$3,243,880**	**$2,620,608**	**$334**	**$212,752**	**$0.15**	**$308,693**	**$0.13**	**$101,829**	**$0.06**
Fines and Fees									
Business License	$60,500	$6,050	0.77	$24,200	$0.02	$12,100	$0.01	$18,150	$0.01
Contractors License	$75,680	$18,920	2.41	$18,920	$0.01	$18,920	$0.01	$18,920	$0.01
Miscellaneous Licenses & Permits	$28,600	$28,600	3.65	$0	$0.00	$0	$0.00	$0	$0.00
Minor Permits	$190,900	$47,725	6.09	$47,725	$0.03	$47,725	$0.02	$47,725	$0.03
Recreation Fees & Charges	$1,818,600	$1,818,600	232.08	$0	$0.00	$0	$0.00	$0	$0.00
Miscellaneous Fees & Charges	$86,000	$43,000	5.49	$14,333	$0.01	$14,333	$0.01	$14,333	$0.01
Fines & Forfeitures	$227,470	$113,735	14.51	$37,912	$0.03	$37,912	$0.02	$37,912	$0.02
Fines and Fees Subtotal	**$2,487,750**	**$2,076,630**	**$265**	**$143,090**	**$0.10**	**$130,990**	**$0.06**	**$137,040**	**$0.09**
Total General Revenue	**$5,731,630**	**$4,697,238**	**$599**	**$355,842**	**$0.25**	**$439,683**	**$0.18**	**$238,869**	**$0.15**

Note: Lodging Tax revenue are not included; Construction Permit revenue is estimated separately

Source: City of Louisville, Economic & Planning Systems

H:\143081-Louisville BCHA Alkonis Neighborhood Fiscal\Models\[143081 - BCHA - 245 N 96th Street Fiscal_01 26 2015.xlsx]General Revenue

INTERGOVERNMENTAL AGREEMENT AMONG THE CITY OF LOUISVILLE, THE LOUISVILLE HOUSING AUTHORITY, AND THE BOULDER COUNTY HOUSING AUTHORITY CONCERNING AFFORDABLE HOUSING WITHIN THE CITY OF LOUISVILLE

This Intergovernmental Agreement (the "Agreement"), dated as indicated on the signature pages to this Agreement (the "Effective Date"), is undertaken by the Boulder County Housing Authority, a Colorado county housing authority organized under C.R.S. § 29-4-501, *et seq.* ("BCHA"); the City of Louisville, Colorado, a Colorado Home Rule Municipality ("Louisville"); the Housing Authority of the City of Louisville, a Colorado municipal housing authority organized under C.R.S. § 29-4-201, *et seq.* ("LHA"); and the County of Boulder, State of Colorado, a body corporate and politic (the "County"), (each a "Party," and collectively, the "Parties").

RECITALS

BACKGROUND

I. C.R.S. § 29-1-201, *et seq.*, authorizes the Parties to cooperate and contract with one another with respect to functions lawfully authorized to each of the Parties, and the people of the State of Colorado have encouraged such cooperation and contracting through the adoption of Colorado Constitution, Article XIV, Section 18(2);

II. The functions described in this Agreement are lawfully authorized to each of the Parties which perform such functions hereunder, as provided in C.R.S. § 29-4-202, *et seq.*, C.R.S. § 29-4-501, *et seq.*, and the Louisville Home Rule Charter;

III. LHA's operations have been predominately managed by BCHA under a series of management agreements, and LHA has no employees of its own;

IV. The portfolio of LHA consists of 116 affordable housing units, which are organized into various ownership structures as set forth in this Agreement;

V. LHA previously transferred all of its Housing Choice Voucher budget authority to BCHA through an intergovernmental agreement between LHA and BCHA, dated August 28, 2007 (the "Housing Choice Voucher IGA");

VI. The Parties recognize that the relatively small size of LHA's portfolio and budget creates inefficiencies and hinders the expansion of the provision of affordable housing within Louisville;

VII. BCHA owns and operates thirty units of affordable housing within Louisville (the "Existing BCHA Units");

GOALS OF THE AGREEMENT

VIII. It is the goal of the parties to ensure the continued provision of, and the expansion of, affordable housing for the residents of Louisville;

IX. Louisville and LHA believe that BCHA has strongly demonstrated its capabilities in the development, operation, maintenance, and management of affordable housing in the towns or cities of Lafayette, Longmont, Louisville, Lyons, Nederland, Niwot, and Erie, and throughout Boulder County;

X. The Parties agree that the inefficiencies caused by the relatively small size of LHA's portfolio and budget will be best remedied through the acquisition by BCHA of all of LHA's assets for integration into BCHA's affordable housing portfolio, and that the consolidation of the two authorities achieves a larger economy of scale, thereby strengthening the long-term viability of affordable housing within Louisville and the region;

XI. The Parties intend to provide uninterrupted housing assistance and minimize disruption to current LHA tenants during the implementation of this Agreement to the greatest extent possible;

XII. The Parties recognize that the affordable housing needs of Louisville can best be met by means of this Agreement and that this Agreement is designed to promote broad cooperation between the Parties on affordable housing issues;

XIII. It is the goal of the Parties that LHA be in a position to dissolve at the conclusion of the transactions completed in this Agreement;

PROPERTIES, FUNDS, AND DEBT

XIV. For the purpose of providing affordable housing to the residents of the City of Louisville, LHA is the owner of certain real property, more particularly described in the legal descriptions attached hereto and incorporated by reference herein as Exhibit A (the "Acme Place Property"), Exhibit B (the "Lilac Place Property"), Exhibit C (the "Regal Court II Property"), Exhibit D (the "Regal Square Property"), Exhibit E (the "Lincoln Street Property"), and Exhibit F (the "Hillside Square Property") (each, an "LHA Property" and collectively, the "LHA Properties");

XV. LHA maintains funds in several accounts on its books and on deposit with Wells Fargo Bank, including a general operating funds account, account number 163-3967243 (the "Operating Funds"); a security deposits account, account number 361-8283513 (the "Security

Deposits"); a Lincoln Street Project Reserves Account, account number 737-58196 (the "Lincoln Street Funds"); a lockbox account, account number 163-3967284 (the "Lockbox Account"); and an investment account, account number 163-3967243 (the "Investment Funds") (collectively, the "LHA Funds");

XVI. LHA is the debtor on certain promissory notes, attached hereto and incorporated by reference herein as Exhibit G (the "Lilac Note"), Exhibit H and Exhibit I (the "Regal Court Notes"), Exhibit J (the "Regal Square Note"), Exhibit K (the "Lincoln Street Note"), and Exhibit L (the "AHP East Street Note") (collectively, the "LHA Debt");

PARTNERSHIP INTEREST AND OPTION

XVII. For the purpose of providing affordable housing to the residents of the City of Louisville, LHA owns a certain partnership interest (the "East Street Partnership Interest") in the East Street Limited Partnership, a limited partnership pursuant to the Colorado Uniform Limited Partnership Act (the "East Street Partnership");

XVIII. LHA is the general partner of the East Street Limited Partnership, which owns certain real property more particularly described in Exhibit M, attached hereto and incorporated by reference herein (the "East Street Property");

XIX. Pursuant to Section 6.1 of the First Amended and Restated Agreement of Limited Partnership of East Street Limited Partnership (the "East Street PA"), LHA does not have the right to sell, transfer, or assign any portion of its general partnership interest in the East Street Partnership Agreement without the written consent of the limited partner (the "East Street Limited Partner") of the East Street Partnership;

XX. Pursuant to Section 18.1 of the East Street PA, LHA holds an option to purchase the East Street Property (the "East Street Option") under the terms set forth more fully in the East Street PA;

XXI. LHA is the property manager of the East Street Property under a separate property management agreement between LHA and the East Street Partnership (the "LHA East Street Property Management Agreement");

XXII. BCHA is the property manager of the East Street Property under a separate property management agreement between BCHA and LHA (the "East Street Property Management Agreement");

XXIII. The East Street Partnership is the borrower under the terms of a certain promissory note, attached hereto as Exhibit N and incorporated by reference herein (the "Senior East Street Note");

NOTES AND SECURITY INSTRUMENTS

XXIV. The East Street Partnership is the borrower and LHA is the payee under the terms of a certain loan agreement dated July 17, 2000 (the "Junior East Street Loan Agreement") and promissory notes with original principal amounts of $85,000.00 and $316,370.00, attached hereto as Exhibits O and P (the "Junior East Street Notes"), which are secured by certain deeds of trust, recorded with the Boulder County Clerk and Recorder at Reception Numbers 2045806 and 2066112 (the "Junior East Street DOTs");

LHA'S AGREEMENTS

XXV. LHA is a party to a certain U.S. Department of Housing and Urban Development ("HUD") Housing Assistance Payment contract, HUD Contract Number CO99R000003, which provides an annual subsidy for the Regal Square Property (the "HAP Contract");

XXVI. LHA is a party to a certain HUD Annual Contribution Contract, HUD Contract Number DEN-2296, which provides an annual operating subsidy and capital fund for the Hillside Square Property (the "ACC Contract"), which constitutes Public Housing as that term is used in the Housing Act of 1937;

XXVII. The ACC Contract and the HAP Contract require that any actions taken by the Parties in accordance with this Agreement relating to the Regal Square Property and the Hillside Square Property will require the Parties to cooperate with and obtain the consent of HUD through HUD's regulated process for the transfer or disposition of Public Housing and for the assignment of the HAP Contract;

XXVIII. Pursuant a series of management agreements (each, a "Management Agreement" and collectively, the "Management Agreements"), BCHA is currently the property manager of the LHA Properties;

XXIX. The LHA Properties are leased to a variety of residential tenants through a series of leases (the "Leases");

TRANSFER OF PROPERTIES, FUNDS, DEBT, AND AGREEMENTS

XXX. LHA wishes to transfer or cause the transfer of, and BCHA wishes to acquire: the LHA Properties, the LHA Funds, the East Street Property, LHA's assignable contract rights, and all other assets of LHA as set forth in this Agreement; and

XXXI. The Parties recognize and agree that in consideration of such acquisition, BCHA shall assume responsibility for the LHA Debt and the obligations appurtenant to the East Street Property, including the Senior East Street Note, and obligations under assigned contracts and leases; and

XXXII. The Parties recognize and agree that in consideration of such acquisition, BCHA shall commit to expanding the provision of affordable housing in Louisville as set forth in this Agreement and providing Louisville with a guaranteed seat on Boulder County's Housing and Human Services Advisory Committee, as set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, the parties mutually agree to the following terms and conditions.

1. Louisville Affordable Units.

a. Beginning as of the Effective Date and continuing for a period of fifty consecutive years (the "Commitment Term"), BCHA shall provide a minimum number of units within the City of Louisville, either in its own name or in the name of entities that BCHA owns, controls, or manages, including LHA (the "Louisville Affordable Units"), as set forth below:

i. The number of the Louisville Affordable Units shall equal 146.

ii. 25% of the Louisville Affordable Units shall be units for which the maximum rents and income limits do not exceed those listed for Boulder County in the Colorado Housing and Finance Authority's ("CHFA") Income and Rent Tables, as amended, for tenants earning 50% of the Area Median Income ("AMI"), as adjusted for family size and number of bedrooms; 30% of the Louisville Affordable Units shall be units for which the maximum rents and income limits do not exceed those listed for Boulder County in the CHFA's Income and Rent Tables, as amended, for tenants earning 60% of the AMI, as adjusted for family size and number of bedrooms; and 45% of the Louisville Affordable Units shall be units for which the maximum rents and income limits do not exceed those listed for Boulder County in the CHFA's Income and Rent Tables, as amended, for tenants earning 80% of the AMI, as adjusted for family size and number of bedrooms.

iii. Within five years of the Effective Date, BCHA shall increase the number of Louisville Affordable Units by proving fifteen (15) additional units. BCHA may fulfill this requirement through new development, acquisitions, or redevelopment of existing properties.

iv. The units that will comprise the Louisville Affordable Units shall be designated by BCHA in its sole discretion. Nothing in this Agreement shall be construed to limit BCHA's ability to develop or own units in Louisville outside of those that comprise the Louisville Affordable Units.

v. In determining the number of Louisville Affordable Units as provided in this Section, it is the understanding of LHA and BCHA that each of the LHA Properties and the East Street Property will be conveyed to BCHA as provided in this Agreement. The Parties shall work in good faith to adjust the required number of Louisville Affordable Units if any such conveyances do not occur.

b. The parties recognize and agree that in order to maximize the provision for and quality of affordable housing in Louisville, transactions involving the sale of the Louisville Affordable Units and the purchase or development of replacement units may be necessary. Accordingly, notwithstanding anything in this Agreement to the contrary, BCHA shall have a six month grace period, meaning that BCHA shall not be in violation this Section 1 unless and until BCHA has failed to provide the required number of Louisville Affordable Units for a continuous period of six months.

2 **Housing and Human Services Advisory Board.** At all times during the Commitment Term, the County hereby grants Louisville the right to be exercised by the City Council to appoint one member and an alternate to the Boulder County Housing and Human Services Advisory Board. Louisville shall make such appointments by written notice, as provided in Section 18 of this Agreement ("Notice"), to the County. Any removal of such member or alternate shall be by the Louisville City Council.

3. **Boundaries of the Boulder County Housing Authority.** Louisville hereby agrees that during the Commitment Term, the City of Louisville shall be within the boundaries of the Boulder County Housing Authority pursuant to C.R.S. § 29-4-508. BCHA hereby agrees that during the Commitment Term, BCHA shall continue to provide the same or better level of service for the City of Louisville's low and moderate income population as it has through its management of LHA.

4. **Reporting Obligations.** BCHA shall provide annual reports to the City of Louisville during the Commitment Term. Such annual report shall be made to Louisville's City Council at a

public meeting, and shall detail the condition and current operating analysis of the Louisville Affordable Units, current development and acquisition plans in Louisville, and any changes to policies, plans or standards involving eligibility for admission to Louisville Affordable Units.

5. **Public Meetings in LHA Properties**. The LHA Properties shall continue to be available during the Commitment Term for public meetings for applicable public purposes even after such properties are transferred to BCHA as provided in this Agreement.

6. **Consents.**

a. Lilac Place. LHA and BCHA shall each make commercially reasonable efforts to expeditiously obtain the valid consent of the lender under the terms of the Lilac Note for BCHA's assumption of such notes (the "Lilac Place Consents").

b. Regal Court II. LHA and BCHA shall each make commercially reasonable efforts to expeditiously obtain the valid consent of the lender(s) under the terms of the Regal Court Notes for BCHA's assumption of the Regal Court Notes, if necessary (the "Regal Court Consents").

c. Lincoln Street. LHA and BCHA shall each make commercially reasonable efforts to expeditiously obtain the valid consent of the lender under the terms of the Lincoln Street Note for BCHA's assumption of the Lincoln Street Note (the "Lincoln Street Consent").

d. Regal Square. LHA and BCHA shall each make commercially reasonable efforts to expeditiously obtain the valid consent of HUD for LHA's assignment of the HAP Contract to BCHA. Contingent upon and following HUD's valid consent for the assignment of the HAP Contract, LHA and BCHA shall each make commercially reasonable efforts to expeditiously obtain the valid consent of the lender under the terms of the Regal Square Note for BCHA's assumption of the Regal Square Note ("Regal Square Consent").

e. Hillside. LHA and BCHA shall each make commercially reasonable efforts to expeditiously request HUD's permission to transfer the Hillside Units from LHA to BCHA, including, if necessary, an application for Public Housing Disposition to HUD, and to obtain the valid consent of HUD for the assignment of the ACC Contract to BCHA (the "Hillside Consents").

7. **Transfer of LHA Properties and Assumption or Payoff of LHA Debt**. LHA hereby agrees to transfer the LHA Properties to BCHA under the terms and conditions set forth below. BCHA hereby agrees to assume or payoff whatever LHA Debt, and pay whatever title fees, lender fees, recording fees, and other fees are applicable to each of the transfers set forth herein.

a. Acme Place. Within 60 days of the Effective Date of this Agreement, LHA shall convey to BCHA marketable title to the Acme Place Property, including all improvements, personal property, fixtures, and trade fixtures attached thereon, by executing and recording with the Boulder County Clerk and Recorder ("Recording") a special warranty deed, of form and substance substantially similar to that attached hereto as Exhibit Q (a "Special Warranty Deed"). Concurrently with and contingent upon the transfer of the Acme Place Property, LHA shall transfer any Security Deposits associated with the Acme Place Property to BCHA.

b. Lilac Place. Within 60 days of the Lilac Place Consents or BCHA providing LHA written Notice of its willingness to pay the remaining balance on the Lilac Note, whichever occurs first, LHA shall convey to BCHA marketable title to the Lilac Place Property, including all improvements, personal property, fixtures, and trade fixtures attached thereon, by executing and Recording a Special Warranty Deed. Concurrently with and contingent upon the transfer of the Lilac Place Property, BCHA shall either assume and be solely responsible for full payment of, or payoff at closing, the remaining balance on the Lilac Note and LHA shall transfer any Security Deposits associated with the Lilac Place Property to BCHA.

c. Regal Court II. Within 60 days of the Regal Court Consents or BCHA providing LHA written Notice of its willingness to pay the remaining balance on the Regal Court Notes, whichever occurs first, LHA shall convey to BCHA marketable title to the Regal Court Property, including all improvements, personal property, fixtures, and trade fixtures attached thereon, by executing and Recording a Special Warranty Deed. Concurrently with and contingent upon the transfer of the Regal Court Property, BCHA shall either assume and be solely responsible for full payment of, or payoff at closing, the remaining balance on the Regal Court Notes and LHA shall transfer any Security Deposits associated with the Regal Court Property to BCHA.

d. Lincoln Street. Within 60 days of the Lincoln Street Consent or BCHA providing LHA written Notice of its willingness to pay the remaining balance on the Lincoln Street Note, whichever occurs first, LHA shall convey to BCHA marketable title to the Lincoln Street Property, including all improvements, personal property, fixtures, and trade fixtures attached thereon, by executing and Recording a Special Warranty Deed. Concurrently with and contingent upon the transfer of the Lincoln Street Property, BCHA shall either assume and be solely responsible for full payment of, or payoff at closing, the remaining balance on the Lincoln Street Note, and LHA shall transfer all of the Lincoln Street Funds and any Security Deposits associated with the Lincoln Street Property to BCHA.

e. Regal Square. Contingent upon and within 60 days of the Regal Square Consent or BCHA providing LHA written Notice of its willingness to pay the remaining balance on the Regal Square Note, LHA shall convey to BCHA marketable title to the Regal Square Property, including all improvements, personal property, fixtures, and trade fixtures attached thereon, by executing and

Recording a Special Warranty Deed. Concurrently with and contingent upon the transfer of the Regal Square Property, LHA shall execute a valid assignment of the HAP Contract to BCHA, BCHA shall either assume and be solely responsible for full payment of, or payoff at closing, the remaining balance on the Regal Square Note, and LHA shall transfer any Security Deposits associated with the Regal Square Property to BCHA.

f. Hillside Square. Contingent upon and within 90 days of the Hillside Consents, subject to HUD's requirements pursuant to the Hillside Consents, LHA shall convey marketable title to the Regal Square Property to BCHA or an entity owned, controlled, or managed by BCHA, including all improvements, personal property, fixtures, and trade fixtures attached thereon, by executing and Recording a Special Warranty Deed. Concurrently with and contingent upon the transfer of the Hillside Square Property, the Parties shall take whatever actions are required by HUD pursuant to the Hillside Consents, including but not limited to LHA's assignment of the ACC Contract to BCHA and the transfer of any disposition proceeds to BCHA to be used for the exclusive purpose of furthering affordable housing within the City of Louisville. Concurrently with and contingent upon the transfer of the Hillside Square Property, LHA shall transfer any Security Deposits associated with the Hillside Square Property to BCHA.

8. Responsibility for Management and Maintenance. Upon the successful transfer of each LHA Property to BCHA as provided in Section 7 of this Agreement, the Management Agreement applicable to such LHA Property shall be automatically terminated, notwithstanding anything in such Management Agreement to the contrary, and BCHA shall assume sole responsibility for the management, maintenance, and necessary rehabilitation of the LHA Properties. BCHA shall maintain the LHA Properties in accordance with HUD's Housing Quality Standards (HQS), as amended from time to time. BCHA shall notify tenants of the change in property ownership within 60 days. Management of the LHA Properties includes, as applicable for each property, obtaining appropriate insurance; maintaining appropriate operational procedures and accurate accounting, reporting, auditing, tax, and other financial records; and ensuring ongoing local, state, and federal regulatory compliance. BCHA and LHA shall not terminate, and hereby agree to extend, the Management Agreement for each LHA Property until such Property is transferred to BCHA as provided in this Agreement.

9. East Street Property. With respect to the East Street Property, the Parties agree as follows:

a. Transfer of East Street Property. LHA and BCHA each agree to make their best efforts to cause the East Street Partnership to convey to BCHA marketable title to the East Street Property, including all improvements, personal property, fixtures, and trade fixtures attached thereon, by executing and Recording a Special Warranty Deed. Such efforts may include, but are not limited to:

i. Seeking the valid consent of the East Street Limited Partner, the lender on the Senior East Street Note, and, if necessary, the Colorado Housing and Finance Authority ("CHFA"), for the exit of the East Street Limited Partner from the East Street Limited Partnership;

ii. Seeking the valid consent of the East Street Limited Partner, the lender on the Senior East Street Note, and, if necessary, CHFA, for the admission of BCHA to the East Street Partnership;

iii. Seeking the valid consent of the East Street Limited Partner, the lender on the Senior East Street Note, and, if necessary, CHFA, for transfer of the East Street Property to BCHA; and

iv. Seeking the valid consent of the East Street Limited Partner, the lender on the Senior East Street Note, and, if necessary, CHFA, for the transfer of LHA's East Street Partnership Interest to BCHA.

b. East Street Option. If LHA and BCHA's best efforts to cause the East Street Partnership to convey to BCHA marketable title to the East Street Property are unsuccessful, LHA hereby agrees to exercise the East Street Option and purchase the East Street Property for the price required pursuant to the East Street PA, and then, within 90 days of taking title to the East Street Property, convey marketable title to the East Street Property to BCHA, including all improvements, personal property, fixtures, and trade fixtures attached thereon, by executing and Recording a Special Warranty Deed. BCHA shall advance to LHA any funds necessary to exercise the East Street Option prior to conveying the East Street Property to BCHA.

c. Notes, Leases, and Security Deposits. Concurrently with and contingent upon any conveyance of the East Street Property to BCHA:

i. BCHA shall either assume and be solely responsible for payment of or payoff at closing of the remaining balance on the Senior East Street Note and the AHP East Street Note;

ii. LHA shall assign to BCHA, and BCHA shall assume, all of LHA's right, title, and interest in, to, and under the Junior East Street Loan Agreement, the Junior East Street Notes, and the Junior East Street Deeds of Trust, if then in effect;

iii. LHA shall transfer any Security Deposits associated with the East Street Property to BCHA; and

iv. LHA shall assign to, or cause the East Street Partnership to assign to BCHA, all right, title, and interest in, to, and under any residential leases pertaining to the East Street Property.

d. East Street Developer Fee. Upon transfer of the East Street Property to BCHA as provided in this Section, LHA shall be discharged of any obligation to BCHA or the East Street Partnership, including but not limited to the $225,000 developer fee owed to BCHA for the development of the East Street Property.

e. Property Management. Upon transfer of the East Street Property to BCHA, the East Street Property Management Agreement shall be automatically terminated, notwithstanding anything in such Management Agreement to the contrary, and BCHA shall assume sole responsibility for the management, maintenance, and necessary rehabilitation of the East Street Property. BCHA shall maintain the East Street Property in accordance with HUD's Housing Quality Standards (HQS), as amended from time to time. BCHA shall notify tenants of the change in property ownership within 60 days. Management of the East Street Property includes obtaining appropriate insurance; maintaining appropriate operational procedures and accurate accounting, reporting, auditing, tax, and other financial records; and ensuring ongoing local, state, and federal regulatory compliance. BCHA and LHA shall not terminate, and hereby agree to extend, the East Street Property Management Agreement until the East Street Property is transferred to BCHA as provided in this Agreement.

10. LHA Funds. BCHA and LHA hereby agree on the following method of disposition of the LHA Funds. Within three business days of each transfer of any of the LHA funds as described herein, BCHA shall provide Notice and a report to Louisville and LHA detailing such transfer.

a. Operating Funds, Investment Funds. Each time LHA transfers any one of the LHA Properties to BCHA, LHA hereby authorizes BCHA to transfer 15% of its then available Operating Funds and Investment Funds to BCHA, subject to LHA's requirements under the East Street PA and related agreements. Upon transfer of either the East Street Property or the East Street Partnership Interest to BCHA, LHA hereby authorizes BCHA to transfer 15% of its then available Operating Funds and Investment Funds to BCHA.

b. Lockbox Account. Within 90 days of the Effective Date of this Agreement, LHA shall transfer any monies or personal property in the Lockbox Account to BCHA.

c. Lincoln Street Funds. The Lincoln Street Funds shall be transferred to BCHA in accordance with Section 9 of this Agreement.

d. Security Deposits. The Security Deposits shall be transferred to BCHA in accordance with Sections 7 and 9 of this Agreement.

e. Remaining Funds. Once all of the LHA Properties and either the East Street Property or the East Street Partnership Interest have been transferred to BCHA, LHA hereby authorizes BCHA to transfer any remaining LHA Funds to BCHA.

11. Other Assets. Within 90 days of the Effective Date of this Agreement, unless associated with a particular LHA Property or the East Street Property, in which case LHA shall transfer contemporaneously with execution and recording of the deed for that particular property, LHA shall transfer to BCHA by bill of sale:

a. All furniture, fixtures, and equipment owned by LHA;
b. All inventory, goods, parts, stocks, and supplies owned by LHA;
c. All vehicles owned by LHA;
d. All plans, specifications, designs, notes, schematics and related materials pertaining to the design or development of the LHA Properties or the East Street Property;
e. All transferable licenses and/or permits obtained by LHA; and
f. All accounts receivable, notes, and other instruments under which LHA is owed money.

12. Assignment of Contracts.

a. Leases. Effective as of the date of the successful transfer of each LHA Property to BCHA as provided in Section 7 of this Agreement, LHA hereby assigns to BCHA, and BCHA hereby assumes, all of LHA's right, title, and interest in, to, and under each of the Leases pertaining to such transferred property, at which point LHA is discharged from all obligations thereunder

b. Other Contracts. Effective as of the date of transfer of each of the LHA Properties and the East Street Property to BCHA, LHA hereby assigns to BCHA, and BCHA hereby assumes, all of LHA's right, title, and interest in, to, and under any warranties and services agreements affecting such transferred LHA Property and the East Street Property, subject to the constraints and limitations provided for in such warranties and services agreements

c. Housing Choice Voucher. LHA hereby assigns to Louisville, and Louisville hereby assumes, all of LHA's right, title, and interest in, to, and under the Housing Choice Voucher IGA. BCHA hereby consents to such assignment.

13. Exclusions.

a. Liability. By virtue of this Agreement, BCHA and Louisville assume no liability for:

i. The actions or inactions of LHA, Louisville, or the East Street Partnership;
ii. Causes of action arising out of LHA Properties prior to the transfer of such properties to BCHA, except as may arise out of the Management Agreements; and
iii. Causes of action arising out of East Street Property prior to the transfer of such property to BCHA, except as may arise out of the BCHA East Street Property Management Agreement.

b. **Louisville and the County**. Nothing in this Agreement shall be construed to impose any liability on Louisville or the County for any of the commitments of LHA or BCHA provided for in this Agreement, or for or on any of the notes, contracts, agreements, or other instruments, referenced herein. Notwithstanding anything in this Agreement to the contrary, Boulder County's obligations under this Agreement are limited to those specifically provided for in Section 2 of this Agreement.

14. Representations and Warranties. LHA hereby represents and warrants as follows:

a. LHA is a duly organized housing authority operating under Colorado law, in good standing, and has the power to enter into this contract and transfer the assets and property which are the subject of this Agreement;

b. LHA is the owner of and has good and marketable title to all of the property and assets to be transferred to BCHA under this Agreement;

c. Neither LHA, the East Street Property, nor the LHA Properties are the subject of any actual or threatened litigation, nor is LHA aware of any outstanding judgments against it;

d. LHA has obtained all licenses, approvals, and permits to own and operate the LHA properties;

e. LHA is not in default under any contractual obligation;

f. LHA is not currently involved in any voluntary or involuntary bankruptcy proceedings;

g. LHA is in compliance with all local, state, and federal laws, rules, and regulations, including all environmental regulations; and

h. LHA is not a creditor or lender on any loans or notes other than those specifically addressed in this Agreement, and under no circumstances shall BCHA or the East Street Partnership be indebted to LHA by virtue of the transfers provided for in this Agreement.

15. Due Diligence, Material Adverse Differences, and Material Adverse Changes.

a. Due Diligence Costs. BCHA shall with funds other than with LHA Funds pay for the cost of all due diligence associated with the transfers of assets and liabilities provided for in this Agreement, including but not limited to surveys, title insurance, environmental assessments, and physical needs assessments (the "Due Diligence Reports").

b. Related Documents. Within 10 days of the effective date of this Agreement, LHA shall provide to BCHA all plans, abstracts, maps, reports, surveys, tests, permits, licenses, other building or us authorizations, and permanent Certificates of Occupancy that are within LHA's reasonable control related to either the LHA Properties or the East Street Property (the "Related Documents").

c. Adverse Differences. Notwithstanding anything to the contrary in this Agreement, BCHA shall not be obligated to accept the East Street Partnership Interest or title to any of the LHA Properties or the East Street Property if the Related Documents reveal any material adverse differences compared to the Due Diligence Reports or LHA's representations regarding the character or condition of the LHA Properties and the East Street East Street Property, including but not limited to threatened or pending litigation and any damage of such significance so as to materially affect the consideration of the Parties contemplated in this Agreement.

d. Adverse Changes. Notwithstanding anything to the contrary in this Agreement, BCHA shall not be obligated to accept the East Street Partnership Interest or title to any of the LHA Properties if there is any material adverse change to the character or condition of such LHA Property or the East Street Property arising after the Effective Date and prior to the date of conveyance of title, including but not limited to any threatened or pending litigation and any damage to the property of such significance so as to materially affect the consideration of the Parties contemplated in this Agreement. However, BCHA may not refuse to accept title based on property damage if there are sufficient insurance proceeds available for the casualty, in which case LHA shall assign such insurance proceeds to BCHA. BCHA acknowledges that except as specifically provided in this Agreement, BCHA is acquiring such interest and the LHA Properties based on BCHA's own inspections and investigations and that BCHA is acquiring each of the LHA Properties "AS IS" and "WITH ALL FAULTS" based upon the condition of the Property as of the date of conveyance of title.

16. Commitment of the Parties. The Parties shall make their best efforts to take all actions reasonably necessary to achieve the mutual goals set forth in this Agreement, whether or not such actions are specifically addressed by this Agreement.

17. Time is of the Essence. Time is of the essence with respect to all provisions within this Agreement. Any delay in performance by either party shall constitute a material breach of this Agreement.

18. Notices.

a. For purposes of the Notices required to be provided under this Agreement, all such Notices shall be in writing, shall be signed by a person duly authorized to provide such notice, and shall be given by (i) first class registered or certified mail, (ii) facsimile transmission, or (iii) electronic mail, read receipt requested, to the following representatives at the following addresses:

For BCHA:

Executive Director
Boulder County Housing Authority
P.O. Box 471
Boulder, CO 80306
Fax: 720-564-2283
housingfrontdesk@bouldercounty.org

With a Copy to:

County Attorney's Office
P.O. Box 471
Boulder, CO 80306
Fax: 303-441-4794
ca@bouldercounty.org

For LHA:

Chairperson
Louisville Housing Authority
c/o City Manager's Office
749 Main Street
Louisville, CO 80027
Fax: (303) 335-4550

For Louisville:

City Manager
City of Louisville
c/o City Manager's Office
749 Main Street
Louisville, CO 80027
Fax: (303) 335-4550

b. All notices shall be deemed sufficient (i) upon receipt after dispatch by registered or certified mail, (ii) upon confirmation of receipt when transmitted by facsimile transmission, or (iii) upon confirmation of receipt when transmitted by electronic mail.

19. **No Indemnification**. The Parties each assume responsibility for the actions and omissions of their own agents and employees in the performance or failure to perform work under this Agreement. It is agreed that such liability for actions or omissions of their own agents and employees is not intended to increase the amounts set forth in the Colorado Governmental Immunity Act, now existing, or as the same may be later amended. By agreeing to this provision, the Parties do not waive nor intend to waive the limitations on liability, which are provided to the Parties under the Colorado Governmental Immunity Act § 24-10-101, et seq., C.R.S., as amended.

20. **Termination and Amendments.** This Agreement may be terminated, altered, or amended only on the mutual agreement of the Parties by a duly executed written instrument.

21. **Successors and Assigns**. This Agreement shall be binding upon the successors and assigns of the Parties.

22. **Governing Law**: The laws of the State of Colorado shall govern the interpretation and enforcement of this Agreement. Any litigation that may arise between the Parties involving the interpretation or enforcement of the terms of this Agreement shall be initiated and pursued by the Parties in the Boulder Courts of the 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts or within courts of the United States District Court for the District of Colorado, if appropriate.

23. **Breach**. Any waiver of a breach of this Agreement shall not be held to be a waiver of any other or subsequent breach of this Agreement. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

24. **Termination of Prior Agreements.** This Agreement supersedes, as of the Effective Date, all prior agreements between the Parties relating to the services covered by this Agreement, whether written or oral or partly written and partly oral.

25. **Enforcement**. The Parties may enforce this Agreement by any legal or equitable means, including, but not limited to, specific performance, declaratory judgment, and/or injunctive relief. However, the Parties agree that the goals and objectives of this Agreement can be attained only if the Parties substantially perform their obligations and that monetary damages likely will be an inadequate remedy for breach. The Parties therefore agree that if there is substantial failure of performance by any party as to any obligation imposed by this Agreement, the non-breaching Parties shall be entitled to specific performance as their first remedy. The Parties shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement, and the Parties shall consider alternative dispute resolution, including mediation and arbitration, as an alternative to litigation.

26. **Severability.** If any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

27. **No Third Party Beneficiary**. The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the Parties to this Agreement that any person receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

28. **Defense of Claims by Third Parties**. If any person allegedly aggrieved by any provision of this Agreement and who is not a Party to the Agreement should sue any Party concerning such provision, such Party shall, and the other Parties may, defend such claim upon receiving timely and appropriate notice of pendency of such claim. Each Party shall be responsible for its own costs and attorney fees and for the payment of any damages against it.

29. **Force Majeure.** None of the Parties shall be liable to the other nor deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of Force Majeure. Without limiting the forgoing, the term "Force Majeure" includes acts of God; fire; flood; or other similar occurrences beyond the control of the Parties.

30. **Headings**. Headings in this Agreement are for convenience or reference only and shall not be used in the interpretation or construction of this Agreement.

31. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be a single agreement.

32. **No Waiver; Remedies**. No failure on the part of any of the Parties to exercise, and no delay in exercising, and no course of dealing with respect to, any right, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy under this Agreement preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

33. **Electronic Signatures and Electronic Records**. Each of the Parties consents to the use of electronic signatures by each of the other Parties. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by any of Parties in the manner specified by such signing Party. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

WHEREFORE, the Parties have entered into the foregoing Agreement, the Effective date of which shall be the date on which all Parties have signed a copy hereof (whetner the same copy or different copies).

BOULDER COUNTY HOUSING AUTHORITY

By: _____ 8/28/12
Chair, Board of the Boulder County Housing Authority — Date

Attest: _____ 8/28/12
Clerk to the Board of Boulder County Housing Authority — Date

[Signature Pages to Follow]

THE LOUISVILLE HOUSING AUTHORITY

By: _____ Date 8/28/12
Chair, Board of the Louisville
Housing Authority

Attest: _____ 8/28/2012
Clerk to the Board of Louisville Date
Housing Authority

[Signature Pages to Follow]

CITY OF LOUISVILLE

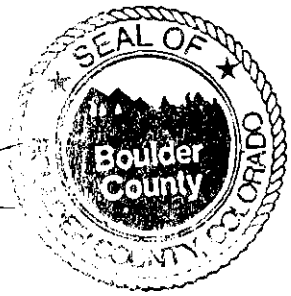
By: _____ 8-21-12
Mayor, City of Louisvillle Date

Attest: _____ 8-21-12
Name: _____ Date
City Clerk

[Signature Page to Follow]

BOULDER COUNTY

By: _____ 8/28/12
Chair, Board of the Boulder County Board of County Commissioners — Date



Attest: _____ 8/28/12
Clerk to the Board — Date

EXHIBIT A

Legal Description

Acme Place Property

The following property located in the Southwest Quarter of Section 8, Township 1 South, Range 69 West:

Lots 15, 16, 17, Block 1, Acme Place,
according to the plat recorded in Plat Book 2, Page 104,
County of Boulder, State of Colorado

Also known as 504 LaFarge Avenue, City of Louisville, State of Colorado

EXHIBIT B

Legal Description

Lilac Place Property

The following property located in the West Half of the Northeast Quarter of Section 8, Township 1 South, Range 69 West:

Lots 4, 5, and 6, and the South 30 feet of Lot 3, Block 9,
Fischer Subdivision, County of Boulder, State of Colorado

Also known as 1301 Lincoln Avenue, City of Louisville, State of Colorado

EXHIBIT C

Legal Description

Regal Court II Property

The following property located in the Southwest Quarter of Section 5, Township 1 South, Range 69 West:

Lots 1, 9, and 12, Louisville North Sixth Filing,
County of Boulder, State of Colorado

Also known as 1899 Regal Court, 1817 Regal Street, and 1888 Regal Court,
City of Louisville, State of Colorado

EXHIBIT D

Legal Description

Regal Square Property

The following property located in the Southwest Quarter of Section 5, Township 1 South, Range 69 West:

Tract F, Louisville North – First Filing
County of Boulder, State of Colorado

Also known as 255 Regal Street, City of Louisville, State of Colorado

EXHIBIT E

Legal Description

Lincoln Street Property

The following property located in the Northwest Quarter of the Northeast Quarter of Section 8, Township 1 South, Range 69 West:

Lot 1, Block 1, Fischer Subdivision Replat A,
County of Boulder, State of Colorado

Also known as 1450 Lincoln Avenue, City of Louisville, State of Colorado

EXHIBIT F

Legal Description

Hillside Property

The following property located in the Northeast Quarter of the Northeast Quarter of Section 7, Township 1 South, Range 69 West:

All of Hillside Square, a Subdivision in which the Plat is Recorded August 9, 1983 under Reception No. 567450; excepting therefrom the Northerly 30 Feet for Additional Right of Way, as Dedicated on said Plat,
County of Boulder, State of Colorado

Also known as 502 South Boulder Road, City of Louisville, State of Colorado

EXHIBIT G

Lilac Place

Louisville Housing Authority

Norwest Bank Loan

GL Account #	GL Bal	New Loan No.	Origination Date	Maturity Date	Minimum Monthly Amount	First Payment Due Date
21192 550	655,000.00	0054266-900	05/25/99	05/31/14	4,022.27	6/30/1999

Amortization Schedule at Inception

Date	Start Bal	Interest Pymt	Principal Payment	Total Payment	Ending Balance
5/25/1999	655,000.00				655,000.00
6/30/1999	655,000.00	3,502.43	519.84	4,022.27	654,480.16
7/31/1999	654,480.16	3,099.69	922.58	4,022.27	653,557.58
8/31/1999	653,557.58	3,095.32	926.95	4,022.27	652,630.63
9/30/1999	652,630.63	2,991.22	1,031.05	4,022.27	651,599.58
10/31/1999	651,599.58	3,086.05	936.22	4,022.27	650,663.36
11/30/1999	650,663.36	2,982.21	1,040.06	4,022.27	649,623.30
12/31/1999	649,623.30	3,076.69	945.58	4,022.27	648,677.72
1/31/2000	648,677.72	3,072.21	950.06	4,022.27	647,727.66
2/29/2000	647,727.66	2,869.79	1,152.48	4,022.27	646,575.18
3/31/2000	646,575.18	3,062.25	960.02	4,022.27	645,615.16
4/30/2000	645,615.16	2,959.07	1,063.20	4,022.27	644,551.96
5/31/2000	644,551.96	3,052.67	969.60	4,022.27	643,582.36
6/30/2000	643,582.36	2,949.75	1,072.52	4,022.27	642,509.84
7/31/2000	642,509.84	3,043.00	979.27	4,022.27	641,530.57
8/31/2000	641,530.57	3,038.36	983.91	4,022.27	640,546.66
9/30/2000	640,546.66	2,935.84	1,086.43	4,022.27	639,460.23
10/31/2000	639,460.23	3,028.55	993.72	4,022.27	638,466.51
11/30/2000	638,466.51	2,926.30	1,095.97	4,022.27	637,370.54
12/31/2000	637,370.54	3,018.66	1,003.61	4,022.27	636,366.93
1/31/2001	636,366.93	3,013.90	1,008.37	4,022.27	635,358.56
2/28/2001	635,358.56	2,717.92	1,304.35	4,022.27	634,054.21
3/31/2001	634,054.21	3,002.95	1,019.32	4,022.27	633,034.89
4/30/2001	633,034.89	2,901.41	1,120.86	4,022.27	631,914.03
5/31/2001	631,914.03	2,992.82	1,029.45	4,022.27	630,884.58
6/30/2001	630,884.58	2,891.55	1,130.72	4,022.27	629,753.86
7/31/2001	629,753.86	2,982.58	1,039.69	4,022.27	628,714.17
8/31/2001	628,714.17	2,977.66	1,044.61	4,022.27	627,669.56
9/30/2001	627,669.56	2,876.82	1,145.45	4,022.27	626,524.11
10/31/2001	626,524.11	2,967.29	1,054.98	4,022.27	625,469.13
11/30/2001	625,469.13	2,866.73	1,155.54	4,022.27	624,313.59
12/31/2001	624,313.59	2,956.82	1,065.45	4,022.27	623,248.14
1/31/2002	623,248.14	2,951.77	1,070.50	4,022.27	622,177.64
2/28/2002	622,177.64	2,661.54	1,360.73	4,022.27	620,816.91
3/31/2002	620,816.91	2,940.26	1,082.01	4,022.27	619,734.90
4/30/2002	619,734.90	2,840.45	1,181.82	4,022.27	618,553.08
5/31/2002	618,553.08	2,929.54	1,092.73	4,022.27	617,460.35
6/30/2002	617,460.35	2,830.03	1,192.24	4,022.27	616,268.11
7/31/2002	616,268.11	2,918.71	1,103.56	4,022.27	615,164.55
8/31/2002	615,164.55	2,913.49	1,108.78	4,022.27	614,055.77
9/30/2002	614,055.77	2,814.42	1,207.85	4,022.27	612,847.92
10/31/2002	612,847.92	2,902.52	1,119.75	4,022.27	611,728.17
11/30/2002	611,728.17	2,803.75	1,218.52	4,022.27	610,509.65
12/31/2002	610,509.65	2,891.44	1,130.83	4,022.27	609,378.82
1/31/2003	609,378.82	2,886.09	1,136.18	4,022.27	608,242.64
2/28/2003	608,242.64	2,601.93	1,420.34	4,022.27	606,822.30
3/31/2003	606,822.30	2,873.98	1,148.29	4,022.27	605,674.01

Lilac Place

Louisville Housing Authority

Norwest Bank Loan

GL Account #	GL Bal	New Loan No,	Origination Date	Maturity Date	Minimum Monthly Amount	First Payment Due Date
21192 550	655,000.00	0054266-9001	05/25/99	05/31/14	4,022.27	6/30/1999

Amortization Schedule at Inception

Date	Start Bal	Interest Pymt	Principal Payment	Total Payment	Ending Balance
4/30/2003	605,674.01	2,776.01	1,246.26	4,022.27	604,427.75
5/31/2003	604,427.75	2,862.64	1,159.63	4,022.27	603,268.12
6/30/2003	603,268.12	2,764.98	1,257.29	4,022.27	602,010.83
7/31/2003	602,010.83	2,851.19	1,171.08	4,022.27	600,839.75
8/31/2003	600,839.75	2,845.64	1,176.63	4,022.27	599,663.12
9/30/2003	599,663.12	2,748.46	1,273.81	4,022.27	598,389.31
10/31/2003	598,389.31	2,834.04	1,188.23	4,022.27	597,201.08
11/30/2003	597,201.08	2,737.17	1,285.10	4,022.27	595,915.98
12/31/2003	595,915.98	2,822.32	1,199.95	4,022.27	594,716.03
1/31/2004	594,716.03	2,816.64	1,205.63	4,022.27	593,510.40
2/29/2004	593,510.40	2,629.58	1,392.69	4,022.27	592,117.71
3/31/2004	592,117.71	2,804.34	1,217.93	4,022.27	590,899.78
4/30/2004	590,899.78	2,708.29	1,313.98	4,022.27	589,585.80
5/31/2004	589,585.80	2,792.34	1,229.93	4,022.27	588,355.87
6/30/2004	588,355.87	2,696.63	1,325.64	4,022.27	587,030.23
7/31/2004	587,030.23	2,780.24	1,242.03	4,022.27	585,788.20
8/31/2004	585,788.20	2,774.36	1,247.91	4,022.27	584,540.29
9/30/2004	584,540.29	2,679.14	1,343.13	4,022.27	583,197.16
10/31/2004	583,197.16	2,762.09	1,260.18	4,022.27	581,936.98
11/30/2004	581,936.98	2,667.21	1,355.06	4,022.27	580,581.92
12/31/2004	580,581.92	2,749.70	1,272.57	4,022.27	579,309.35
1/31/2005	579,309.35	2,743.67	1,278.60	4,022.27	578,030.75
2/28/2005	578,030.75	2,472.69	1,549.58	4,022.27	576,481.17
3/31/2005	576,481.17	2,730.28	1,291.99	4,022.27	575,189.18
4/30/2005	575,189.18	2,636.28	1,385.99	4,022.27	573,803.19
5/31/2005	573,803.19	2,717.60	1,304.67	4,022.27	572,498.52
6/30/2005	572,498.52	2,623.95	1,398.32	4,022.27	571,100.20
7/31/2005	571,100.20	2,704.79	1,317.48	4,022.27	569,782.72
8/31/2005	569,782.72	2,698.55	1,323.72	4,022.27	568,459.00
9/30/2005	568,459.00	2,605.44	1,416.83	4,022.27	567,042.17
10/31/2005	567,042.17	2,685.57	1,336.70	4,022.27	565,705.47
11/30/2005	565,705.47	2,592.82	1,429.45	4,022.27	564,276.02
12/31/2005	564,276.02	2,672.47	1,349.80	4,022.27	562,926.22
1/31/2006	562,926.22	2,666.08	1,356.19	4,022.27	561,570.03
2/28/2006	561,570.03	2,402.27	1,620.00	4,022.27	559,950.03
3/31/2006	559,950.03	2,651.99	1,370.28	4,022.27	558,579.75
4/30/2006	558,579.75	2,560.16	1,462.11	4,022.27	557,117.64
5/31/2006	557,117.64	2,638.57	1,383.70	4,022.27	555,733.94
6/30/2006	555,733.94	2,547.11	1,475.16	4,022.27	554,258.78
7/31/2006	554,258.78	2,625.03	1,397.24	4,022.27	552,861.54
8/31/2006	552,861.54	2,618.41	1,403.86	4,022.27	551,457.68
9/30/2006	551,457.68	2,527.51	1,494.76	4,022.27	549,962.92
10/31/2006	549,962.92	2,604.69	1,417.58	4,022.27	548,545.34
11/30/2006	548,545.34	2,514.17	1,508.10	4,022.27	547,037.24
12/31/2006	547,037.24	2,590.83	1,431.44	4,022.27	545,605.80
1/31/2007	545,605.80	2,584.05	1,438.22	4,022.27	544,167.58
2/28/2007	544,167.58	2,327.83	1,694.44	4,022.27	542,473.14

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Lilac Place **Louisville Housing Authority**

Norwest Bank Loan

GL Account #	GL Bal	New Loan No,	Origination Date	Maturity Date	Minimum Monthly Amount	First Payment Due Date
21192 550	655,000.00	0054266-9001	05/25/99	05/31/14	4,022.27	6/30/1999

Amortization Schedule at Inception

Date	Start Bal	Interest Pymt	Principal Payment	Total Payment	Ending Balance
3/31/2007	542,473.14	2,569.21	1,453.06	4,022.27	541,020.08
4/30/2007	541,020.08	2,479.68	1,542.59	4,022.27	539,477.49
5/31/2007	539,477.49	2,555.03	1,467.24	4,022.27	538,010.25
6/30/2007	538,010.25	2,465.88	1,556.39	4,022.27	536,453.86
7/31/2007	536,453.86	2,540.71	1,481.56	4,022.27	534,972.30
8/31/2007	534,972.30	2,533.69	1,488.58	4,022.27	533,483.72
9/30/2007	533,483.72	2,445.13	1,577.14	4,022.27	531,906.58
10/31/2007	531,906.58	2,519.17	1,503.10	4,022.27	530,403.48
11/30/2007	530,403.48	2,431.02	1,591.25	4,022.27	528,812.23
12/31/2007	528,812.23	2,504.51	1,517.76	4,022.27	527,294.47
1/31/2008	527,294.47	2,497.33	1,524.94	4,022.27	525,769.53
2/29/2008	525,769.53	2,329.45	1,692.82	4,022.27	524,076.71
3/31/2008	524,076.71	2,482.09	1,540.18	4,022.27	522,536.53
4/30/2008	522,536.53	2,394.96	1,627.31	4,022.27	520,909.22
5/31/2008	520,909.22	2,467.08	1,555.19	4,022.27	519,354.03
6/30/2008	519,354.03	2,380.37	1,641.90	4,022.27	517,712.13
7/31/2008	517,712.13	2,451.94	1,570.33	4,022.27	516,141.80
8/31/2008	516,141.80	2,444.50	1,577.77	4,022.27	514,564.03
9/30/2008	514,564.03	2,358.42	1,663.85	4,022.27	512,900.18
10/31/2008	512,900.18	2,429.15	1,593.12	4,022.27	511,307.06
11/30/2008	511,307.06	2,343.49	1,678.78	4,022.27	509,628.28
12/31/2008	509,628.28	2,413.66	1,608.61	4,022.27	508,019.67
1/31/2009	508,019.67	2,406.04	1,616.23	4,022.27	506,403.44
2/28/2009	506,403.44	2,166.28	1,855.99	4,022.27	504,547.45
3/31/2009	504,547.45	2,389.59	1,632.68	4,022.27	502,914.77
4/30/2009	502,914.77	2,305.03	1,717.24	4,022.27	501,197.53
5/31/2009	501,197.53	2,373.73	1,648.54	4,022.27	499,548.99
6/30/2009	499,548.99	2,289.60	1,732.67	4,022.27	497,816.32
7/31/2009	497,816.32	2,357.71	1,664.56	4,022.27	496,151.76
8/31/2009	496,151.76	2,349.83	1,672.44	4,022.27	494,479.32
9/30/2009	494,479.32	2,266.36	1,755.91	4,022.27	492,723.41
10/31/2009	492,723.41	2,333.59	1,688.68	4,022.27	491,034.73
11/30/2009	491,034.73	2,250.58	1,771.69	4,022.27	489,263.04
12/31/2009	489,263.04	2,317.20	1,705.07	4,022.27	487,557.97
1/31/2010	487,557.97	2,309.13	1,713.14	4,022.27	485,844.83
2/28/2010	485,844.83	2,078.34	1,943.93	4,022.27	483,900.90
3/31/2010	483,900.90	2,291.81	1,730.46	4,022.27	482,170.44
4/30/2010	482,170.44	2,209.95	1,812.32	4,022.27	480,358.12
5/31/2010	480,358.12	2,275.03	1,747.24	4,022.27	478,610.88
6/30/2010	478,610.88	2,193.63	1,828.64	4,022.27	476,782.24
7/31/2010	476,782.24	2,258.09	1,764.18	4,022.27	475,018.06
8/31/2010	475,018.06	2,249.74	1,772.53	4,022.27	473,245.53
9/30/2010	473,245.53	2,169.04	1,853.23	4,022.27	471,392.30
10/31/2010	471,392.30	2,232.57	1,789.70	4,022.27	469,602.60
11/30/2010	469,602.60	2,152.35	1,869.92	4,022.27	467,732.68
12/31/2010	467,732.68	2,215.23	1,807.04	4,022.27	465,925.64
1/31/2011	465,925.64	2,206.68	1,815.59	4,022.27	464,110.05

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Lilac Place

Louisville Housing Authority

Norwest Bank Loan

GL Account #	GL Bal	New Loan No,	Origination Date	Maturity Date	Minimum Monthly Amount	First Payment Due Date
21192 550	655,000.00	0054266-9001	05/25/99	05/31/14	4,022.27	6/30/1999

Amortization Schedule at Inception

Date	Start Bal	Interest Pymt	Principal Payment	Total Payment	Ending Balance
2/28/2011	464,110.05	1,985.36	2,036.91	4,022.27	462,073.14
3/31/2011	462,073.14	2,188.43	1,833.84	4,022.27	460,239.30
4/30/2011	460,239.30	2,109.43	1,912.84	4,022.27	458,326.46
5/31/2011	458,326.46	2,170.69	1,851.58	4,022.27	456,474.88
6/30/2011	456,474.88	2,092.18	1,930.09	4,022.27	454,544.79
7/31/2011	454,544.79	2,152.77	1,869.50	4,022.27	452,675.29
8/31/2011	452,675.29	2,143.92	1,878.35	4,022.27	450,796.94
9/30/2011	450,796.94	2,066.15	1,956.12	4,022.27	448,840.82
10/31/2011	448,840.82	2,125.76	1,896.51	4,022.27	446,944.31
11/30/2011	446,944.31	2,048.49	1,973.78	4,022.27	444,970.53
12/31/2011	444,970.53	2,107.43	1,914.84	4,022.27	443,055.69
1/31/2012	443,055.69	2,098.36	1,923.91	4,022.27	441,131.78
2/29/2012	441,131.78	1,954.46	2,067.81	4,022.27	439,063.97
3/31/2012	439,063.97	2,079.46	1,942.81	4,022.27	437,121.16
4/30/2012	437,121.16	2,003.47	2,018.80	4,022.27	435,102.36
5/31/2012	435,102.36	2,060.69	1,961.58	4,022.27	433,140.78
6/30/2012	433,140.78	1,985.23	2,037.04	4,022.27	431,103.74
7/31/2012	431,103.74	2,041.76	1,980.51	4,022.27	429,123.23
8/31/2012	429,123.23	2,032.38	1,989.89	4,022.27	427,133.34
9/30/2012	427,133.34	1,957.69	2,064.58	4,022.27	425,068.76
10/31/2012	425,068.76	2,013.17	2,009.10	4,022.27	423,059.66
11/30/2012	423,059.66	1,939.02	2,083.25	4,022.27	420,976.41
12/31/2012	420,976.41	1,993.79	2,028.48	4,022.27	418,947.93
1/31/2013	418,947.93	1,984.18	2,038.09	4,022.27	416,909.84
2/28/2013	416,909.84	1,783.45	2,238.82	4,022.27	414,671.02
3/31/2013	414,671.02	1,963.93	2,058.34	4,022.27	412,612.68
4/30/2013	412,612.68	1,891.14	2,131.13	4,022.27	410,481.55
5/31/2013	410,481.55	1,944.09	2,078.18	4,022.27	408,403.37
6/30/2013	408,403.37	1,871.85	2,150.42	4,022.27	406,252.95
7/31/2013	406,252.95	1,924.06	2,098.21	4,022.27	404,154.74
8/31/2013	404,154.74	1,914.12	2,108.15	4,022.27	402,046.59
9/30/2013	402,046.59	1,842.71	2,179.56	4,022.27	399,867.03
10/31/2013	399,867.03	1,893.81	2,128.46	4,022.27	397,738.57
11/30/2013	397,738.57	1,822.97	2,199.30	4,022.27	395,539.27
12/31/2013	395,539.27	1,873.32	2,148.95	4,022.27	393,390.32
1/31/2014	393,390.32	1,863.14	2,159.13	4,022.27	391,231.19
2/28/2014	391,231.19	1,673.60	2,348.67	4,022.27	388,882.52
3/31/2014	388,882.52	1,841.79	2,180.48	4,022.27	386,702.04
4/30/2014	386,702.04	1,772.38	2,249.89	4,022.27	384,452.15
5/31/2014	384,452.15	1,820.81	2,201.46	4,022.27	382,250.69

360 Day Promissory Note

NORWEST BANK COLORADO, NATIONAL ASSOCIATION

Bank's Address, City, State & Zip Code
1242 PEARL STREET, BOULDER, CO 80302

FOR BANK USE ONLY		Face Amount	Rate (% per year)	Note Date	Maturity Date
Customer No. 0054266	Loan No. 9001	$655,000.00	5.500 %	05/25/1999	05/31/2014

Maker	Home Phone	Business Phone
LOUISVILLE URBAN RENEWAL AND HOUSING AUTHORITY		

Street Address, City, State, Zip Code
PO BOX 471 BOULDER, CO 80306

Security
DEED OF TRUST

The captions in the boxes above, and the names, dates, amounts and other information therein, are defined terms and are hereby incorporated in the note provisions below.

Maker promises to pay to the order of Bank at Bank's address the Face Amount with interest on the unpaid balance of the Face Amount from the Note Date at the Rate indicated above (based upon a year of 360 days and computed for the actual number of days elapsed). Principal and interest shall be payable as follows:

Principal including interest in tha amount of $4,022.27 shall be payable monthly on the last day of each month beginning 06/30/1999. The balance of principal plus accrued interest shall be payable at maturity.

Overdue principal and (to the extent legally enforceable) overdue interest, whether caused by acceleration of maturity or otherwise, shall bear interest at a rate four percentage points above the rate in effect at the time such principal or interest becomes due.

At the option of the holder of this note (the "holder") the unpaid balance of this note plus accrued interest and all other obligations of Maker to the holder, direct or indirect, absolute or contingent, now existing or hereafter arising, shall become immediately due and payable without notice or demand if (a) any payment required by this note is not made when due, or (b) a default or event of default occurs under any loan or security agreement or instrument executed as security for or in connection with this note, or (c) the holder at any time in good faith believes that the prospect of any payment required by this note is impaired, whether or not such belief is caused by any act or failure to act of any Maker or of any endorser, guarantor or accommodation party of or on this note (hereafter collectively referred to as "any other signer").

Maker and any other signer (1) waive presentment, notice of dishonor and protest, (2) assent to any extension of time with respect to any payment due under this note, to any substitution or release of collateral and to the addition or release of any party, and (3) agree that Bank may apply, as Bank elects, any payment received after default to any portion of Maker's obligations hereunder. No waiver of any payment or other right under this note shall operate as a waiver of any other payment or right. Maker and any other signer shall pay all reasonable costs of collection, including attorneys' fees, paid or incurred by the holder in enforcing this note on default.

This note (a) is secured by the Security indicated above, if any, and (b) shall be construed under and governed by the laws of Colorado. If there is more than one Maker, all of the provisions of this note shall apply to each and any of them.

THE ARBITRATION TERMS AND CONDITIONS ON THE BACK OF THIS PAGE ARE A PART OF AND INCORPORATED INTO THIS NOTE.

LOUISVILLE URBAN RENEWAL AND HOUSING AUTHORITY
By: _____
JAMES J. LILES, EXECUTIVE DIRECTOR

COPY

ARBITRATION

1. Agreement to Arbitrate: Subject to the provisions of the next paragraph below, Bank and Maker agree to submit to binding arbitration any and all claims, disputes and controversies between or among them, whether in tort, contract or otherwise (and their respective employees, officers, directors, attorneys, and other agents) arising out of or relating to in any way to the loan and related loan documents which are the subject of this note and its negotiation, execution, collateralization, administration, repayment, modification, extension, substitution, formation, inducement, collection, enforcement, default or termination.

Nothing in the preceding paragraph, nor the exercise of any right to arbitrate thereunder, shall limit the right of any party hereto (1) to foreclose against any real or personal property collateral by the exercise of the power of sale under a deed of trust, mortgage, or other security agreement, or instrument, or applicable law; (2) to exercise self-help remedies such as setoff or repossession; or (3) to obtain provisional or ancillary remedies such as replevin, injunctive relief, attachment, or appointment of a receiver from a court having jurisdiction, before, during or after the pendency of any arbitration proceeding. The institution and maintenance of any action for such judicial relief, or pursuit to provisional or ancillary remedies, or exercise of self-help remedies shall not constitute a waiver of the right or obligation of any party to submit any claim or dispute to arbitration, including those claims or disputes arising from exercise of any such judicial relief, or pursuit of provisional or ancillary remedies, or exercise of self-help remedies.

2. Selection of Arbitrator: If the amount in dispute is $500,000.00 or more, arbitration hereunder shall be before a three-person panel of neutral arbitrators, consisting of one person from each of the following categories: (1) an attorney who has practiced in the area of commercial law in the State of Colorado for at least eight (8) years or a retired judge at the district court or appellate court level from the State of Colorado; (2) a person with at least eight (8) years experience in commercial lending; and (3) a person with at least eight (8) years experience in the HOUSING AUTHORITY industry. The parties to the dispute or their representatives shall obtain from AAA a list of persons meeting the criteria outlined above and the parties shall select the person in the manner established by the AAA.

If the amount in dispute is less than $500,000.00, the arbitration shall be conducted before one arbitrator who shall be an attorney who has practiced in the area of commercial law for at least eight (8) years or a retired judge at the District Court or an appellate court level. The parties to the dispute or their representatives shall obtain from AAA a list of the persons meeting the criteria outlined above and the parties shall select the person in the manner established by the AAA.

3. Governing Laws and Rules: Such arbitration shall proceed in the State of Colorado in the city or county (if the Bank is not located in a city) wherein the Bank is located, shall be governed by Colorado law, including all applicable statutes of limitations, and shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). Judgement upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction.

4. Discovery: In any arbitration hereunder: (1) the arbitrator(s) shall decide (by documents only or with a hearing, at the arbitrators' discretion) any pre-hearing motions which are substantially similar to pre-hearing motions to dismiss for failure to state a claim or motions for summary adjudication; (2) discovery shall be permitted, but shall be limited as provided in Rule 26.1 (c) of the Colorado Rules of Civil Procedure, and shall be subject to the scheduling by the arbitrator(s), and any discovery disputes shall be subject to final determination by the arbitrator(s); and (3) the arbitrator(s) shall award costs and expenses of the arbitration proceeding in accordance with the provisions of the loan agreement, promissory note and/or other loan documents.

DEED OF TRUST
(Colorado)

1. **Grantor:** LOUISVILLE HOUSING AUTHORITY

   PO BOX 471
   BOULDER, CO. 80306

2. **Beneficiary:** NORWEST BANK COLORADO, NATIONAL ASSOCIATION
   1242 PEARL STREET
   BOULDER, CO 80302

3. **Trustee:** The Public Trustee for the County in which the property is located.

4. **Property:** The following land in BOULDER County, Colorado
   LOTS 4, 5, AND 6 AND THE SOUTH 30 FEET OF LOT 3, BLOCK 9, FISCHER SUBDIVISION, COUNTY OF BOULDER, STATE OF COLORADO

5. **Obligations:** (a) All indebtedness evidenced and created by the following described promissory note (the "Note") payable to the order of Beneficiary, and all renewals, extensions and amendments thereof and substitutions therefor.

   Date: May 25, 1999

   Amount: $655,000.00 Plus Interest

   Maturity Date: May 31, 2014

   Maker (if other than Grantor):

   (b) future advances made by Beneficiary on or before the maturity date of the Note plus interest thereon provided any required notice of right to rescind or cancel has been given; (c) all expenditures made or incurred by beneficiary pursuant to the provisions of the Note and this deed of trust together with interest thereon.
   (d) other:

6. **Construction Mortgage:** If checked here (_____) this deed of trust secures an indebtedness for construction purposes as described in CRS (1973) section 4-9-313

THE GRANT, TERMS AND CONDITIONS BELOW AND ON THE REVERSE SIDE ARE A PART OF THIS DEED OF TRUST AND ARE HEREBY INCORPORATED INTO IT.

Date: May 25, 1999

LOUISVILLE HOUSING AUTHORITY

BY: _____
JAMES J. LILES, EXECUTIVE DIRECTOR

Attest: _____

Co-owner, spouse or other claimant of a right with respect to the real property described above joins in granting the lien and waiver set forth in paragraph 13 of this deed of trust, but does not assume any liability for payment of the Note.

Date: _____

STATE OF COLORADO _____)
) ss.
_____)

COPY

The foregoing instrument was acknowledged before me this _____ day of _____, 19____,

by _____

(as _____ President and _____

as _____ Secretary of _____,

a corporation).

_____
Notary Public

Witness my hand and official seal.

My commission expires _____

89-5-386 (Rev. 7/89)

7. Grant. For valuable consideration Grantor hereby sells and conveys the Property to Trustee, together with all appurtenances, fixtures, rents, issues and profits, water, ditch and reservoir rights, however evidenced, appertaining thereto or used in connection therewith, and warrants the title to the Property, subject to liens for real property taxes and assessments not currently due and other matters shown on any attachment hereto. This grant is made in trust to secure the Obligations.

8. Covenants of Grantor. Grantor covenants and agrees: (a) to pay and satisfy all the Obligations and to keep and perform according to their terms all of the covenants and agreements contained in this deed of trust, the Note and in any other instrument which may have been executed in connection with this deed of trust; (b) to pay and satisfy when due all claims, taxes and assessments and prior encumbrances which affect the Property and not to permit or suffer any other lien against the Property, except with the prior written consent of Beneficiary; (c) to obtain and maintain at all times policies of fire and extended coverage insurance in an amount equal to the full insurable value of all improvements on the Property, and such other hazard insurance as Beneficiary may require, all with such policy provisions and with such companies as may be approved by Beneficiary with Beneficiary named as an insured party, and to assign and deliver the policies of insurance to Beneficiary, and to authorize application of the entire insurance proceeds from such policies to the payment or, in the discretion of Beneficiary, prepayment of all or any part of the Obligations, with the surplus, if any, to be paid to Grantor; (d) to keep the Property and any improvements which may at any time be on the Property in good condition and repair and to commit or suffer no waste; (e) not to commit or suffer destruction or removal of any improvements which may at any time be on the Property without the prior written consent of Beneficiary, and not to assign the rents or income from the Property except to Beneficiary; (f) to comply with applicable insurance policy provisions and all laws, ordinances, rules and regulations of governmental authorities governing the Property or its use; (g) to appear in and defend any action or proceeding purporting to affect the Property, the Note, this deed of trust or Beneficiary's rights therein or herein and to pay or reimburse Beneficiary for all costs and expenses, including attorneys' fees, incurred by Beneficiary as a result of any such action or proceeding; (h) that all awards and proceeds received in connection with the condemnation of or injury or damage to the Property or amounts received in lieu of such awards or proceeds shall be paid to Beneficiary and shall be applied by Beneficiary first to costs and expenses, including attorneys' fees, incurred by Beneficiary in connection with such awards or proceeds and then to the payment or, in the discretion of Beneficiary, prepayment, of the Obligations with the surplus, if any, to be paid to Grantor; (i) that, if Grantor fails to keep and perform any covenant or agreement contained in this deed of trust according to its terms, Beneficiary may, after reasonable notice, take or cause to be taken such action as it deems necessary or desirable to the end that such covenants and agreements may be kept and performed, and any sums advanced or costs and expenses incurred by Beneficiary in connection therewith, including attorneys' fees, shall become due immediately without notice and shall be due and payable on demand and shall bear interest at the rate on the face of the promissory note; (j) at the request of Beneficiary, to deposit with Beneficiary each month an amount equal to one-twelfth of the estimated annual real estate taxes and assessments for the Property and one-twelfth of the estimated annual insurance premium to be applied to payment of taxes and insurance as required; and (k) to notify Beneficiary promptly upon the violation of any covenant contained in this deed of trust.

9. Environmental Covenant and Indemnity. (a) Grantor covenants and agrees that the Property is not currently the subject of any threatened or ongoing litigation, judgment, decree, order, citation, complaint or notice of violation relating to or arising out of environmental laws or issues. To the best of Grantor's knowledge, (i) the use of the Property will not result in Contamination or threatened Contamination, and no Contamination or threatened Contamination was formerly or is presently on or under the Property that could lead to the payment of or for damages, penalties, injunctive relief or clean-up costs or would require clean-up, removal or remedial action under any environmental law or regulation thereunder or common law, and (ii) the Property is in compliance with all applicable environmental laws (b) Grantor agrees to defend, indemnify and hold harmless Beneficiary for, from, and against, and to reimburse Beneficiary with respect to any and all claims, actions, costs and expenses whatsoever (including, without limitation, attorneys' fees and expenses and costs reasonably incurred) known or unknown, asserted against or incurred by Beneficiary at any time by reason of or arising out of or relating to any actual or alleged violation of any existing or future environmental law or regulation thereunder or actual or threatened Contamination on or under the Property, whether or not such Contamination was in violation of any environmental statute or regulation thereunder. This indemnity shall last indefinitely and is specifically intended to survive the release of this deed of trust. (c) The terms Contamination or Contaminated shall mean the presence of solid or hazardous waste, hazardous substances, pollutants or contaminants, petroleum, toxic or hazardous constituents, or similar materials, as such terms are defined under any federal or state or local statute, whether currently or subsequently enacted, or regulation thereunder or under common law.

10. Transfer. If Grantor shall lease, sell, contract to sell or otherwise transfer all or any part of the Property without the prior written consent of Beneficiary, all Obligations shall be forthwith due and payable at the election of the Beneficiary if permitted by Colorado law as then in effect. Beneficiary may require the transferee to assume the Obligations as a condition to its consent to the transfer and impose any other conditions permitted by law. Grantor shall promptly notify Beneficiary at least 10 days prior to any transfer of the Property.

11. Events of Default. The occurrence of any of the following shall constitute an event of default hereunder: (a) failure to pay any of the Obligations when due; (b) failure to perform or observe any other covenant contained in this deed of trust, the Note or any other agreement given by Grantor to Beneficiary in connection with the Obligations; (c) any warranty, representation or statement of Grantor in this deed of trust, or otherwise made or furnished to Beneficiary by or on behalf of Grantor, proves to have been false in any material respect when made or furnished; (d) death of, dissolution of, termination of the existence of, insolvency of, business failure of, appointment of a receiver for any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor or any guarantor of the Obligations; or (e) good faith belief by Beneficiary that the Obligations are inadequately secured or that the prospect for payment or performance of any of the Obligations is impaired. If this deed of trust is given to secure the Obligations of a person other than Grantor, an additional event of default shall be the happening of any of the above events or conditions to, by or with respect to such other person.

12. Remedies Upon Default. Upon the occurrence of any event of default, Beneficiary shall have the following rights and remedies which shall be cumulative and which may be exercised with or without notice, and which may be exercised separately, independently or concurrently and more than once and in any order, and without any election of remedies to be deemed made, and without affecting the right of Beneficiary to exercise any other remedy hereunder or which Beneficiary may have in law, and without regard to other remedies then, theretofore or thereafter pursued or being pursued: (a) to declare any or all of the Obligations immediately due and payable; (b) to take immediate possession, management and control of the Property and to repair and maintain the same at the expense of Grantor and to perform such acts thereon or in connection therewith as Beneficiary may deem necessary or desirable; (c) to collect and receive any and all rents, issues and profits from the Property and to apply the same to the Obligations in any manner or to the repair or maintenance of the Property, or both; (d) to apply for and obtain, experte and without notice, the appointment of a temporary receiver and after notice, the appointment of a permanent receiver for the Property or of the rents, issues and profits thereof, or both, and to have such receivers appointed as a matter of right without regard to the solvency of any person or the adequacy of any security or the existence of waste, and to have sums received by such receivers, after deducting and paying costs and expenses of such receiverships, including attorneys' fees of Beneficiary, applied to the Obligations in such manner and order as Beneficiary may request; (e) to foreclose this deed of trust through the Trustee or through the courts as the Beneficiary may desire and to become the purchaser of the Property at any foreclosure sale; if foreclosure is made through the Trustee or through the courts as the Beneficiary may desire and to become the purchaser of the Property at any foreclosure sale; if foreclosure is made through the Trustee, such foreclosure shall be conducted in the manner provided by the laws of the State of Colorado; (f) to clean up Contamination at the expense of Grantor.

13. Waiver of Homestead Exemption. Grantor hereby waives all rights that Grantor may have in or to the Property as a homestead exemption or under any similar law that may hereafter be enacted. Such waiver shall be effective as to any foreclosure hereunder and to any redemption by Beneficiary from the foreclosure of any encumbrance prior in right to this deed of trust.

14. Miscellaneous. (a) This deed of trust and each of its provisions shall be binding upon the heirs, personal representatives, successors and assigns of Grantor and shall inure to the benefit of the Trustee, the Beneficiary and his and its successors and assigns. (b) This deed of trust may be amended or modified only by an instrument in writing signed by the party charged with such amendment or waiver. (c) The terms "Grantor," "Beneficiary," "Trustee," "Property," "Obligations," and "Note" are defined in paragraphs 1 through 5, respectively. (d) The Trustee may, upon production of the Note, duly cancelled, and payment of all fees and cost by Grantor release this deed of trust without further showing as to payment of the Obligations. (e) If more than one Grantor, all the terms and conditions of this deed of trust shall apply to each of them. (f) The Trustee may release parts of the Property from the lien of this deed of trust upon the request of Beneficiary without impairing any rights or priority Beneficiary may have in the remainder of the Property or against Grantor. (g) Failure on the Beneficiary's part to exercise its rights in the event of any one default shall not constitute a waiver of such rights in the event of any subsequent default. (h) Any correct notice and other communications required or contemplated by this deed of trust shall be in writing. If intended for Grantor it shall be deemed given if mailed, postage prepaid, to Grantor at the address given on the reverse side hereof or at such other address given by notice as herein provided. If intended for Bank it shall be deemed, given only if actually received by Bank. (i) Where the Grantor and obligor on the Obligations are not the same, the term "Grantor" means the owner of the Property, in any provision dealing with the Property, the obligor in any provision dealing with the Obligations, and both where the context so requires.

ASSIGNMENT OF LEASES AND RENTS

1. **Defined Terms:** The following terms shall have the following meanings whenever used in this Agreement:

1.1 **Assignor:** LOUISVILLE HOUSING AUTHORITY

PO BOX 471
BOULDER, CO. 80306

1.2 **Bank:** NORWEST BANK COLORADO, NATIONAL ASSOCIATION
1242 PEARL STREET
BOULDER, CO 80302

1.3 **Obligations:** (a) All indebtedness evidenced and created by the following described promissory note (the "Note") payable to the order of Bank, and all renewals, extensions and amendments thereto and substitutions therefor.

Date: May 25, 1999
Amount: $655,000.00
Maturity Date: May 31, 2014

Maker (if other than Assignor):

(b) Future advances made by Bank on or before the maturity date of the Note plus interest thereon. (c) All expenditures made or incurred by Bank pursuant to the provisions of the Note, Mortgage orDeed of Trust and this Assignment of Leases and Rents.

(d) Other.

1.4 **Deed of Trust:** Mortgage or deed of trust, executed by Assignor, describing the Property and dated May 25, 1999.

1.5 **Property:** The following described real property together with all improvements thereon and to be constructed thereon.

LOTS 4, 5, AND 6 AND THE SOUTH 30 FEET OF LOT 3, BLOCK 9, FISCHER SUBDIVISION, COUNTY OF BOULDER, STATE OF COLORADO

THE GRANT, TERMS AND CONDITIONS ON THE REVERSE SIDE ARE A PART OF THIS ASSIGNMENT AND ARE HEREBY INCORPORATED INTO IT.

Date: May 25, 1999

LOUISVILLE HOUSING AUTHORITY

BY: _____
JAMES J. LILES, EXECUTIVE DIRECTOR

(Seal)
Attest: _____

STATE OF COLORADO _____)
)ss.
_____COUNTY OF _____)

COPY

The foregoing instrument was acknowledged before me this _____ day of _____, 19____.

by _____

(as _____ President and _____

as _____ Secretary of _____ a corporation).

Witness my hand and official seal.

_____
Notary Public
My Commission Expires _____

99 S-388 (Rev. 7/88)

2. **Recitals.** Assignor desires to further secure, and the Bank has required as additional and further security for the payment of the Obligations, an assignment of the leases of all or any portion of the Property and the rents, profits and income from the Property in the event of default in the payment of the Obligations or default in the performance of the terms, conditions and obligations to be performed by Assignor contained in the Note or the Mortgage orDeed of Trust.

3. **Assignment.** As further consideration for the sums advanced and to be advanced to it under the Note, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), Assignor hereby assigns, transfers and sets over to the Bank all of its right, title and interest in any leases now existing or hereafter entered into on the Property or any part thereof and the rents, profits and income derived from the Property, with full and complete authority and right in the Bank in case of default in the payment of Obligations, or the failure to comply with any of the terms and conditions contained in the Note or the Mortgage orDeed of Trust, to: (a) demand, collect, receive and receipt for such rents, profits and income; (b) take possession of the Property, the buildings and improvements thereon and any personal property belonging to Assignor situated therein without having a receiver appointed therefor; (c) rent and manage the Property and make alterations, renovations and repairs to the Property; (d) apply the proceeds of such rents, income and profits from the Property to pay the expense of managing, renting, altering, renovating and repairing the Property, including reasonable compensation for the agents or representatives of the Bank; (e) pay all taxes, assessments and insurance premiums with respect to the Property as they become due; (f) apply for and obtain, ex parte and without notice, the appointment of a temporary receiver and after notice, the appointment of the permanent receiver for the Property of the rents, issues and profits thereof or both, and to have such receivers appointed as a matter of right without regard to the solvency of any person or the adequacy of any security or the existence of waste, and to have sums received by such receivers after deducting and paying costs and expenses of such receiverships, including attorney's fees of the Bank, applied to the Obligations in such manner and order as the Bank may request; and (g) apply the balance of such proceeds to sums due under the Note and the Mortgage orDeed of Trust and then to any other Obligations.

4. **Release.** A release of the Mortgage or Deed of Trust shall automatically release this Assignement of Leases and Rents, and the curing of any default under the Obligations and the Mortgage or Deed of Trust in accordance with their terms shall stay the application of this Assignment of Leases and Rents until subsequent default, if any.

5. **General.** (a) No failure of the Bank to avail itself of any of the terms and conditions of this Assignment of Leases and Rents for any period of time shall be construed to be a waiver of any of its rights hereunder; and the Bank shall have the full right and authority to enforce this Assignment of Leases and Rents, or any of its terms, at any time or times that the Bank shall deem fit. (b) Assignor hereby expressly waives the Bank's written acceptance of this Assignment of Leases and Rents. (c) Any consent notice or other communication required or contemplated by this Assignment of Leases and Rents shall be in writing. If intended for Assignor, it shall be deemed given if mailed, postage prepaid to Assignor at the address given on the front page of this Assignment of Leases and Rents or at such other address given by notice as herein provided. If intended for the Bank, it shall be deemed given only if actually received by the Bank. (d) This Assignment of Leases and Rents shall be governed by the laws of the State of Colorado. (e) All the rights of the Bank under this Assignment of Leases and Rents shall be cumulative and shall inure to the benefit of its successors and assigns. All obligations of the Assignor hereunder shall be binding upon the heirs, legal representatives, successors and assigns of the Assignor.

DEED OF TRUST
(Colorado)

1. **Grantor:** HOUSING AUTHORITY OF CITY OF LOUISVILLE

   PO BOX 471
   BOULDER, CO. 80306

2. **Beneficiary:** NORWEST BANK COLORADO, NATIONAL ASSOCIATION
   1242 PEARL STREET
   BOULDER, CO 80302

3. **Trustee:** The Public Trustee for the County in which the property is located.

4. **Property:** The following land in BOULDER County, Colorado
   TRACT F, LOUISVILLE NORTH-FIRST FILING, COUNTY OF BOULDER, STATE OF COLORADO

5. **Obligations:** (a) All indebtedness evidenced and created by the following described promissory note (the "Note") payable to the order of Beneficiary, and all renewals, extensions and amendments thereof and substitutions therefor.

   Date: May 25, 1999

   Amount: $655,000.00 Plus Interest

   Maturity Date: May 31, 2014

   Maker (if other than Grantor):

   (b) future advances made by Beneficiary on or before the maturity date of the Note plus interest thereon provided any required notice of right to rescind or cancel has been given; (c) all expenditures made or incurred by beneficiary pursuant to the provisions of the Note and this deed of trust together with interest thereon.
   (d) other:

6. **Construction Mortgage:** If checked here (_____) this deed of trust secures an indebtedness for construction purposes as described in CRS (1973) section 4-9-313

THE GRANT, TERMS AND CONDITIONS BELOW AND ON THE REVERSE SIDE ARE A PART OF THIS DEED OF TRUST AND ARE HEREBY INCORPORATED INTO IT.

Date: May 25, 1999

HOUSING AUTHORITY OF CITY OF LOUISVILLE
BY: _____
JAMES J. LILES, EXECUTIVE DIRECTOR

Attest: _____

Co-owner, spouse or other claimant of a right with respect to the real property described above joins in granting the lien and waiver set forth in paragraph 13 of this deed of trust, but does not assume any liability for payment of the Note.

Date: _____

COPY

STATE OF COLORADO _____)
) ss.
_____)

The foregoing instrument was acknowledged before me this _____ day of _____, 19 ____,

by _____

(as _____ President and _____

as _____ Secretary of _____,

a corporation).

_____
Notary Public

Witness my hand and official seal.

My commission expires _____

89-5-388 (Rev. 7/89)

7. Grant. For valuable consideration Grantor hereby sells and conveys the Property to Trustee, together with all appurtenances, fixtures, rents, issues and profits, water, ditch and reservoir rights, however evidenced, appertaining thereto or used in connection therewith, and warrants the title to the Property, subject to liens for real property taxes and assessments not currently due and other matters shown on any attachment hereto. This grant is made in trust to secure the Obligations

8. Covenants of Grantor. Grantor covenants and agrees: (a) to pay and satisfy all the Obligations and to keep and perform according to their terms all of the covenants and agreements contained in this deed of trust, the Note and in any other instrument which may have been executed in connection with this deed of trust; (b) to pay and satisfy when due all claims, taxes and assessments and prior encumbrances which affect the Property and not to permit or suffer any other lien against the Property, except with the prior written consent of Beneficiary; (c) to obtain and maintain at all times policies of fire and extended coverage insurance in an amount equal to the full insurable value of all improvements on the Property, and such other hazard insurance as Beneficiary may require, all with such policy provisions and with such companies as may be approved by Beneficiary with Beneficiary named as an insured party, and to assign and deliver the policies of insurance to Beneficiary, and to authorize application of the entire insurance proceeds from such policies to the payment or, in the discretion of Beneficiary, prepayment of all or any part of the Obligations, with the surplus, if any, to be paid to Grantor; (d) to keep the Property and any improvements which may at any time be on the Property in good condition and repair and to commit or suffer no waste; (e) not to commit or suffer destruction or removal of any improvements which may at any time be on the Property without the prior written consent of Beneficiary, and not to assign the rents or income from the Property except to Beneficiary; (f) to comply with applicable insurance policy provisions and all laws, ordinances, rules and regulations of governmental authorities governing the Property or its use; (g) to appear in and defend any action or proceeding purporting to affect the Property, the Note, this deed of trust or Beneficiary's rights therein or herein and to pay or reimburse Beneficiary for all costs and expenses, including attorneys' fees, incurred by Beneficiary as a result of any such action or proceeding; (h) that all awards and proceeds received in connection with the condemnation of or injury or damage to the Property or amounts received in lieu of such awards or proceeds shall be paid to Beneficiary and shall be applied by Beneficiary first to costs and expenses, including attorneys' fees, incurred by Beneficiary in connection with such awards or proceeds and then to the payment or, in the discretion of Beneficiary, prepayment, of the Obligations with the surplus, if any, to be paid to Grantor; (i) that, if Grantor fails to keep and perform any covenant or agreement contained in this deed of trust according to its terms, Beneficiary may, after reasonable notice, take or cause to be taken such action as it deems necessary or desirable to the end that such covenants and agreements may be kept and performed, and any sums advanced or costs and expenses incurred by Beneficiary in connection therewith, including attorneys' fees, shall become due immediately without notice and shall be due and payable on demand and shall bear interest at the rate on the face of the promissory note; (j) at the request of Beneficiary, to deposit with Beneficiary each month an amount equal to one-twelfth of the estimated annual real estate taxes and assessments for the Property and one-twelfth of the estimated annual insurance premium to be applied to payment of taxes and insurance as required; and (k) to notify Beneficiary promptly upon the violation of any covenant contained in this deed of trust.

9. Environmental Covenant and Indemnity. (a) Grantor covenants and agrees that the Property is not currently the subject of any threatened or ongoing litigation, judgment, decree, order, citation, complaint or notice of violation relating to or arising out of environmental laws or issues. To the best of Grantor's knowledge, (i) the use of the Property will not result in Contamination or threatened Contamination, and no Contamination or threatened Contamination was formerly or is presently on or under the Property that could lead to the payment of or for damages, penalties, injunctive relief or clean-up costs or would require clean-up, removal or remedial action under any environmental law or regulation thereunder or common law, and (ii) the Property is in compliance with all applicable environmental laws. (b) Grantor agrees to defend, indemnify and hold harmless Beneficiary for, from, and against, and to reimburse Beneficiary with respect to any and all claims, actions, costs and expenses whatsoever (including, without limitation, attorneys' fees and expenses and costs reasonably incurred) known or unknown, asserted against or incurred by Beneficiary at any time by reason of or arising out of or relating to any actual or alleged violation of any existing or future environmental law or regulation thereunder or actual or threatened Contamination on or under the Property, whether or not such Contamination was in violation of any environmental statute or regulation thereunder. This indemnity shall last indefinitely and is specifically intended to survive the release of this deed of trust. (c) The terms Contamination or Contaminated shall mean the presence of solid or hazardous waste, hazardous substances, pollutants or contaminants, petroleum, toxic or hazardous constituents, or similar materials, as such terms are defined under any federal or state or local statute, whether currently or subsequently enacted, or regulation thereunder or under common law.

10. Transfer. If Grantor shall lease, sell, contract to sell or otherwise transfer all or any part of the Property without the prior written consent of Beneficiary, all Obligations shall be forthwith due and payable at the election of the Beneficiary if permitted by Colorado law as then in effect. Beneficiary may require the transferee to assume the Obligations as a condition to its consent to the transfer and impose any other conditions permitted by law. Grantor shall promptly notify Beneficiary at least 10 days prior to any transfer of the Property.

11. Events of Default. The occurrence of any of the following shall constitute an event of default hereunder: (a) failure to pay any of the Obligations when due; (b) failure to perform or observe any other covenant contained in this deed of trust, the Note or any other agreement given by Grantor to Beneficiary in connection with the Obligations; (c) any warranty, representation or statement of Grantor in this deed of trust, or otherwise made or furnished to Beneficiary by or on behalf of Grantor, proves to have been false in any material respect when made or furnished; (d) death of, dissolution of, termination of the existence of, insolvency of, business failure of, appointment of a receiver for any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor or any guarantor of the Obligations; or (e) good faith belief by Beneficiary that the Obligations are inadequately secured or that the prospect for payment or performance of any of the Obligations is impaired. If this deed of trust is given to secure the Obligations of a person other than Grantor, an additional event of default shall be the happening of any of the above events or conditions to, by or with respect to such other person.

12. Remedies Upon Default. Upon the occurrence of any event of default, Beneficiary shall have the following rights and remedies which shall be cumulative and which may be exercised with or without notice, and which may be exercised separately, independently or concurrently and more than once and in any order, and without any election of remedies to be deemed made, and without affecting the right of Beneficiary to exercise any other remedy hereunder or which Beneficiary may have in law, and without regard to other remedies then, theretofore or thereafter pursued or being pursued: (a) to declare any or all of the Obligations immediately due and payable; (b) to take immediate possession, management and control of the Property and to repair and maintain the same at the expense of Grantor and to perform such acts thereon or in connection therewith as Beneficiary may deem necessary or desirable; (c) to collect and receive any and all rents, issues and profits from the Property and to apply the same to the Obligations in any manner or to the repair or maintenance of the Property, or both; (d) to apply for and obtain, experte and without notice, the appointment of a temporary receiver and after notice, the appointment of a permanent receiver for the Property or of the rents, issues and profits thereof, or both, and to have such receivers appointed as a matter of right without regard to the solvency of any person or the adequacy of any security or the existance of waste, and to have sums received by such receivers, after deducting and paying costs and expenses of such receiverships, including attorneys' fees of Beneficiary, applied to the Obligations in such manner and order as Beneficiary may request; (e) to foreclose this deed of trust through the Trustee or through the courts as the Beneficiary may desire and to become the purchaser of the Property at any foreclosure sale; if foreclosure is made through the Trustee or through the courts as the Beneficiary may desire and to become the purchaser of the Property at any foreclosure sale; if foreclosure is made through the Trustee, such foreclosure shall be conducted in the manner provided by the laws of the State of Colorado; (f) to clean up Contamination at the expense of Grantor.

13. Waiver of Homestead Exemption. Grantor hereby waives all rights that Grantor may have in or to the Property as a homestead exemption or under any similar law that may hereafter be enacted. Such waiver shall be effective as to any foreclosure hereunder and to any redemption by Beneficiary from the foreclosure of any encumbrance prior in right to this deed of trust.

14. Miscellaneous. (a) This deed of trust and each of its provisions shall be binding upon the heirs, personal representatives, successors and assigns of Grantor and shall inure to the benefit of the Trustee, the Beneficiary and his and its successors and assigns. (b) This deed of trust may be amended or modified only by an instrument in writing signed by the party charged with such amendment or waiver. (c) The terms "Grantor," "Beneficiary," "Trustee," "Property," "Obligations," and "Note" are defined in paragraphs 1 through 5, respectively. (d) The Trustee may, upon production of the Note, duly cancelled, and payment of all fees and cost by Grantor release this deed of trust without further showing as to payment of the Obligations. (e) If more than one Grantor, all the terms and conditions of this deed of trust shall apply to each of them. (f) The Trustee may release parts of the Property from the lien of this deed of trust upon the request of Beneficiary without impairing any rights or priority Beneficiary may have in the remainder of the Property or against Grantor. (g) Failure on the Beneficiary's part to exercise its rights in the event of any one default shall not constitute a waiver of such rights in the event of any subsequent default. (h) Any correct notice and other communications required or contemplated by this deed of trust shall be in writing. If intended for Grantor it shall be deemed given if mailed, postage prepaid, to Grantor at the address given on the reverse side hereof or at such other address given by notice as herein provided. If intended for Bank it shall be deemed, given only if actually received by Bank. (i) Where the Grantor and obligor on the Obligations are not the same, the term "Grantor" means the owner of the Property, in any provision dealing with the Property, the obligor in any provision dealing with the Obligations, and both where the context so requires.

ASSIGNMENT OF LEASES AND RENTS

1. **Defined Terms:** The following terms shall have the following meanings whenever used in this Agreement:

1.1 **Assignor:** HOUSING AUTHORITY OF CITY OF LOUISVILLE

PO BOX 471
BOULDER, CO. 80306

1.2 **Bank:** NORWEST BANK COLORADO, NATIONAL ASSOCIATION
1242 PEARL STREET
BOULDER, CO 80302

1.3 **Obligations:** (a) All indebtedness evidenced and created by the following described promissory note (the "Note") payable to the order of Bank, and all renewals, extensions and amendments thereto and substitutions therefor.

Date: May 25, 1999
Amount: $655,000.00
Maturity Date: May 31, 2014

Maker (if other than Assignor):

(b) Future advances made by Bank on or before the maturity date of the Note plus interest thereon. (c) All expenditures made or incurred by Bank pursuant to the provisions of the Note, Mortgage orDeed of Trust and this Assignment of Leases and Rents.

(d) Other.

1.4 **Deed of Trust:** Mortgage or deed of trust, executed by Assignor, describing the Property and dated May 25, 1999.

1.5 **Property:** The following described real property together with all improvements thereon and to be constructed thereon.

TRACT F, LOUISVILLE NORTH-FIRST FILING, COUNTY OF BOULDER, STATE OF COLORADO

THE GRANT, TERMS AND CONDITIONS ON THE REVERSE SIDE ARE A PART OF THIS ASSIGNMENT AND ARE HEREBY INCORPORATED INTO IT.

Date: May 25, 1999

HOUSING AUTHORITY OF CITY OF LOUISVILLE
BY: _____
JAMES J. LILES, EXECUTIVE DIRECTOR

(Seal)
Attest: _____

COPY

STATE OF COLORADO _____)
)ss.
_____COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 19_____.

by _____

(as _____ President and _____

as _____ Secretary of _____ a corporation).

Witness my hand and official seal.

_____
Notary Public
My Commission Expires _____

89-5-388 (Rev. 7/89)

2. **Recitals.** Assignor desires to further secure, and the Bank has required as additional and further security for the payment of the Obligations, an assignment of the leases of all or any portion of the Property and the rents, profits and income from the Property in the event of default in the payment of the Obligations or default in the performance of the terms, conditions and obligations to be performed by Assignor contained in the Note or the Mortgage orDeed of Trust.

3. **Assignment.** As further consideration for the sums advanced and to be advanced to it under the Note, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), Assignor hereby assigns, transfers and sets over to the Bank all of its right, title and interest in any leases now existing or hereafter entered into on the Property or any part thereof and the rents, profits and income derived from the Property, with full and complete authority and right in the Bank in case of default in the payment of Obligations, or the failure to comply with any of the terms and conditions contained in the Note or the Mortgage orDeed of Trust, to: (a) demand, collect, receive and receipt for such rents, profits and income; (b) take possession of the Property, the buildings and improvements thereon and any personal property belonging to Assignor situated therein without having a receiver appointed therefor; (c) rent and manage the Property and make alterations, renovations and repairs to the Property; (d) apply the proceeds of such rents, income and profits from the Property to pay the expense of managing, renting, altering, renovating and repairing the Property, including reasonable compensation for the agents or representatives of the Bank; (e) pay all taxes, assessments and insurance premiums with respect to the Property as they become due; (f) apply for and obtain, ex parte and without notice, the appointment of a temporary receiver and after notice, the appointment of the permanent receiver for the Property of the rents, issues and profits thereof or both, and to have such receivers appointed as a matter of right without regard to the solvency of any person or the adequacy of any security or the existence of waste, and to have sums received by such receivers after deducting and paying costs and expenses of such receiverships, including attorney's fees of the Bank, applied to the Obligations in such manner and order as the Bank may request; and (g) apply the balance of such proceeds to sums due under the Note and the Mortgage orDeed of Trust and then to any other Obligations.

4. **Release.** A release of the Mortgage or Deed of Trust shall automatically release this Assignement of Leases and Rents, and the curing of any default under the Obligations and the Mortgage or Deed of Trust in accordance with their terms shall stay the application of this Assignment of Leases and Rents until subsequent default, if any.

5. **General.** (a) No failure of the Bank to avail itself of any of the terms and conditions of this Assignment of Leases and Rents for any period of time shall be construed to be a waiver of any of its rights hereunder; and the Bank shall have the full right and authority to enforce this Assignment of Leases and Rents, or any of its terms, at any time or times that the Bank shall deem fit. (b) Assignor hereby expressly waives the Bank's written acceptance of this Assignment of Leases and Rents. (c) Any consent notice or other communication required or contemplated by this Assignment of Leases and Rents shall be in writing. If intended for Assignor, it shall be deemed given if mailed, postage prepaid to Assignor at the address given on the front page of this Assignment of Leases and Rents or at such other address given by notice as herein provided. If intended for the Bank, it shall be deemed given only if actually received by the Bank. (d) This Assignment of Leases and Rents shall be governed by the laws of the State of Colorado. (e) All the rights of the Bank under this Assignment of Leases and Rents shall be cumulative and shall inure to the benefit of its successors and assigns. All obligations of the Assignor hereunder shall be binding upon the heirs, legal representatives, successors and assigns of the Assignor.

Louisville Housing Authority
Postclosing 1998-99 Refinance Information

	Lilac Place	Regal Court	Regal Square	Total
Property address	1301 Lincoln St. #1-#12 Louisville, CO 80027	1899 Regal Court, 1817 Regal Street, 1888 Regal Court Louisville, CO 80027	255 Regal St. #1-#30 Louisville, CO 80027	
Appraised value	$730,000	$710,000	$1,350,000*	$2,790,000
Original Loan Amount	$448,000	$515,000	$300,000	$1,263,000
Original Rate	6.4%	6%	5.5%	
Original Annual Debt Service	$40,060	$37,400	$25,320.00	$102,780
Original Maturity	10/15/00	6/22/03	12/23/99	
Payoff as of 5/20/99	$365,679.78	$512,199.11	$77,819.80	$955,698.69
Amount of New Debt	$655,000	$521,000	$250,000	$1,426,000
New Rate	5.5%	5.5%	5.5%	
New Annual Debt Service	$48,270	$35,500	$18,420	$102,190
New Term and Amortization	15 yrs./25 yrs.	15 yrs./ 30 yrs.	15 yrs./25 yrs.	
Total Fees	$9,286.48	$7,986.10	$3,206.50	$20,479.08
Acme Payoff			$25,000	
Rehab Funds Available	$291,320	Not Applicable	$147,180	$438,500

* Staff estimate

Lilac Place

Louisville Housing Authority

GL Account #	GL Bal	New Loan No,	Origination Date	Maturity Date	Minimum Monthly Amount	First Payment Due Date
21192 550	655,000.00	0054266-9001	05/25/99	05/31/14	4,022.27	6/30/99

When making payments distribute the principal amount to account 21192-550
When making payments distribute the interest amount to account 45830-550

Date	Start Bal	Interest Pymt	Principal Payment	Total Payment	Ending Balance
5/25/99	655,000.00				655,000.00
6/30/99	655,000.00	3,502.43	519.84	4,022.27	654,480.16
7/31/99	654,480.16	3,099.69	922.58	4,022.27	653,557.58
8/31/99	653,557.58	3,095.32	926.95	4,022.27	652,630.63
9/30/99	652,630.63	2,991.22	1,031.05	4,022.27	651,599.58
10/31/99	651,599.58	3,086.05	936.22	4,022.27	650,663.36
11/30/99	650,663.36	2,982.21	1,040.06	4,022.27	649,623.30
12/31/99	649,623.30	3,076.69	945.58	4,022.27	648,677.72
1/31/00	648,677.72	3,072.21	950.06	4,022.27	647,727.66
2/29/00	647,727.66	2,869.79	1,152.48	4,022.27	646,575.18
3/31/00	646,575.18	3,062.25	960.02	4,022.27	645,615.16
4/30/00	645,615.16	2,959.07	1,063.20	4,022.27	644,551.96
5/31/00	644,551.96	3,052.67	969.60	4,022.27	643,582.36
6/30/00	643,582.36	2,949.75	1,072.52	4,022.27	642,509.84
7/31/00	642,509.84	3,043.00	979.27	4,022.27	641,530.57
8/31/00	641,530.57	3,038.36	983.91	4,022.27	640,546.66
9/30/00	640,546.66	2,935.84	1,086.43	4,022.27	639,460.23
10/31/00	639,460.23	3,028.55	993.72	4,022.27	638,466.51
11/30/00	638,466.51	2,926.30	1,095.97	4,022.27	637,370.54
12/31/00	637,370.54	3,018.66	1,003.61	4,022.27	636,366.93
1/31/01	636,366.93	3,013.90	1,008.37	4,022.27	635,358.56
2/28/01	635,358.56	2,717.92	1,304.35	4,022.27	634,054.21
3/31/01	634,054.21	3,002.95	1,019.32	4,022.27	633,034.89
4/30/01	633,034.89	2,901.41	1,120.86	4,022.27	631,914.03
5/31/01	631,914.03	2,992.82	1,029.45	4,022.27	630,884.58
6/30/01	630,884.58	2,891.55	1,130.72	4,022.27	629,753.86
7/31/01	629,753.86	2,982.58	1,039.69	4,022.27	628,714.17
8/31/01	628,714.17	2,977.66	1,044.61	4,022.27	627,669.56
9/30/01	627,669.56	2,876.82	1,145.45	4,022.27	626,524.11
10/31/01	626,524.11	2,967.29	1,054.98	4,022.27	625,469.13
11/30/01	625,469.13	2,866.73	1,155.54	4,022.27	624,313.59
12/31/01	624,313.59	2,956.82	1,065.45	4,022.27	623,248.14
1/31/02	623,248.14	2,951.77	1,070.50	4,022.27	622,177.64
2/28/02	622,177.64	2,661.54	1,360.73	4,022.27	620,816.91
3/31/02	620,816.91	2,940.26	1,082.01	4,022.27	619,734.90
4/30/02	619,734.90	2,840.45	1,181.82	4,022.27	618,553.08
5/31/02	618,553.08	2,929.54	1,092.73	4,022.27	617,460.35
6/30/02	617,460.35	2,830.03	1,192.24	4,022.27	616,268.11
7/31/02	616,268.11	2,918.71	1,103.56	4,022.27	615,164.55

EXHIBIT H

Regal Court II

Louisville Housing Authority

Norwest Bank Loan

GL Account #	GL Bal	New Loan No,	Origination Date	Maturity Date	Minimum Monthly Amount	First Payment Due Date
21192 580	521,000.00	0054266-9002	05/25/99	05/31/14	2,958.18	6/30/1999

Amortization Schedule at Inception

Date	Start Bal	Interest Pymt	Principal Payment	Total Payment	Ending Balance
5/25/1999	521,000.00				521,000.00
6/30/1999	521,000.00	2,865.50	92.68	2,958.18	520,907.32
7/31/1999	520,907.32	2,467.07	491.11	2,958.18	520,416.21
8/31/1999	520,416.21	2,464.75	493.43	2,958.18	519,922.78
9/30/1999	519,922.78	2,382.98	575.20	2,958.18	519,347.58
10/31/1999	519,347.58	2,459.69	498.49	2,958.18	518,849.09
11/30/1999	518,849.09	2,378.06	580.12	2,958.18	518,268.97
12/31/1999	518,268.97	2,454.58	503.60	2,958.18	517,765.37
1/31/2000	517,765.37	2,452.19	505.99	2,958.18	517,259.38
2/29/2000	517,259.38	2,291.75	666.43	2,958.18	516,592.95
3/31/2000	516,592.95	2,446.64	511.54	2,958.18	516,081.41
4/30/2000	516,081.41	2,365.37	592.81	2,958.18	515,488.60
5/31/2000	515,488.60	2,441.41	516.77	2,958.18	514,971.83
6/30/2000	514,971.83	2,360.29	597.89	2,958.18	514,373.94
7/31/2000	514,373.94	2,436.13	522.05	2,958.18	513,851.89
8/31/2000	513,851.89	2,433.66	524.52	2,958.18	513,327.37
9/30/2000	513,327.37	2,352.75	605.43	2,958.18	512,721.94
10/31/2000	512,721.94	2,428.31	529.87	2,958.18	512,192.07
11/30/2000	512,192.07	2,347.55	610.63	2,958.18	511,581.44
12/31/2000	511,581.44	2,422.91	535.27	2,958.18	511,046.17
1/31/2001	511,046.17	2,420.37	537.81	2,958.18	510,508.36
2/28/2001	510,508.36	2,183.84	774.34	2,958.18	509,734.02
3/31/2001	509,734.02	2,414.16	544.02	2,958.18	509,190.00
4/30/2001	509,190.00	2,333.79	624.39	2,958.18	508,565.61
5/31/2001	508,565.61	2,408.62	549.56	2,958.18	508,016.05
6/30/2001	508,016.05	2,328.41	629.77	2,958.18	507,386.28
7/31/2001	507,386.28	2,403.04	555.14	2,958.18	506,831.14
8/31/2001	506,831.14	2,400.41	557.77	2,958.18	506,273.37
9/30/2001	506,273.37	2,320.42	637.76	2,958.18	505,635.61
10/31/2001	505,635.61	2,394.75	563.43	2,958.18	505,072.18
11/30/2001	505,072.18	2,314.91	643.27	2,958.18	504,428.91
12/31/2001	504,428.91	2,389.03	569.15	2,958.18	503,859.76
1/31/2002	503,859.76	2,386.34	571.84	2,958.18	503,287.92
2/28/2002	503,287.92	2,152.95	805.23	2,958.18	502,482.69
3/31/2002	502,482.69	2,379.81	578.37	2,958.18	501,904.32
4/30/2002	501,904.32	2,300.39	657.79	2,958.18	501,246.53
5/31/2002	501,246.53	2,373.96	584.22	2,958.18	500,662.31
6/30/2002	500,662.31	2,294.70	663.48	2,958.18	499,998.83
7/31/2002	499,998.83	2,368.05	590.13	2,958.18	499,408.70
8/31/2002	499,408.70	2,365.26	592.92	2,958.18	498,815.78
9/30/2002	498,815.78	2,286.24	671.94	2,958.18	498,143.84
10/31/2002	498,143.84	2,359.26	598.92	2,958.18	497,544.92
11/30/2002	497,544.92	2,280.41	677.77	2,958.18	496,867.15
12/31/2002	496,867.15	2,353.22	604.96	2,958.18	496,262.19
1/31/2003	496,262.19	2,350.35	607.83	2,958.18	495,654.36
2/28/2003	495,654.36	2,120.30	837.88	2,958.18	494,816.48
3/31/2003	494,816.48	2,343.51	614.67	2,958.18	494,201.81

Regal Court II **Louisville Housing Authority**

Norwest Bank Loan

GL Account #	GL Bal	New Loan No.	Origination Date	Maturity Date	Minimum Monthly Amount	First Payment Due Date
21192 580	521,000.00	0054266-9002	05/25/99	05/31/14	2,958.18	6/30/1999

Amortization Schedule at Inception

Date	Start Bal	Interest Pymt	Principal Payment	Total Payment	Ending Balance
4/30/2003	494,201.81	2,265.09	693.09	2,958.18	493,508.72
5/31/2003	493,508.72	2,337.31	620.87	2,958.18	492,887.85
6/30/2003	492,887.85	2,259.07	699.11	2,958.18	492,188.74
7/31/2003	492,188.74	2,331.06	627.12	2,958.18	491,561.62
8/31/2003	491,561.62	2,328.09	630.09	2,958.18	490,931.53
9/30/2003	490,931.53	2,250.10	708.08	2,958.18	490,223.45
10/31/2003	490,223.45	2,321.75	636.43	2,958.18	489,587.02
11/30/2003	489,587.02	2,243.94	714.24	2,958.18	488,872.78
12/31/2003	488,872.78	2,315.36	642.82	2,958.18	488,229.96
1/31/2004	488,229.96	2,312.31	645.87	2,958.18	487,584.09
2/29/2004	487,584.09	2,160.27	797.91	2,958.18	486,786.18
3/31/2004	486,786.18	2,305.47	652.71	2,958.18	486,133.47
4/30/2004	486,133.47	2,228.11	730.07	2,958.18	485,403.40
5/31/2004	485,403.40	2,298.92	659.26	2,958.18	484,744.14
6/30/2004	484,744.14	2,221.74	736.44	2,958.18	484,007.70
7/31/2004	484,007.70	2,292.31	665.87	2,958.18	483,341.83
8/31/2004	483,341.83	2,289.16	669.02	2,958.18	482,672.81
9/30/2004	482,672.81	2,212.25	745.93	2,958.18	481,926.88
10/31/2004	481,926.88	2,282.46	675.72	2,958.18	481,251.16
11/30/2004	481,251.16	2,205.73	752.45	2,958.18	480,498.71
12/31/2004	480,498.71	2,275.70	682.48	2,958.18	479,816.23
1/31/2005	479,816.23	2,272.46	685.72	2,958.18	479,130.51
2/28/2005	479,130.51	2,049.61	908.57	2,958.18	478,221.94
3/31/2005	478,221.94	2,264.91	693.27	2,958.18	477,528.67
4/30/2005	477,528.67	2,188.67	769.51	2,958.18	476,759.16
5/31/2005	476,759.16	2,257.98	700.20	2,958.18	476,058.96
6/30/2005	476,058.96	2,181.94	776.24	2,958.18	475,282.72
7/31/2005	475,282.72	2,250.99	707.19	2,958.18	474,575.53
8/31/2005	474,575.53	2,247.64	710.54	2,958.18	473,864.99
9/30/2005	473,864.99	2,171.88	786.30	2,958.18	473,078.69
10/31/2005	473,078.69	2,240.55	717.63	2,958.18	472,361.06
11/30/2005	472,361.06	2,164.99	793.19	2,958.18	471,567.87
12/31/2005	471,567.87	2,233.40	724.78	2,958.18	470,843.09
1/31/2006	470,843.09	2,229.97	728.21	2,958.18	470,114.88
2/28/2006	470,114.88	2,011.05	947.13	2,958.18	469,167.75
3/31/2006	469,167.75	2,222.03	736.15	2,958.18	468,431.60
4/30/2006	468,431.60	2,146.98	811.20	2,958.18	467,620.40
5/31/2006	467,620.40	2,214.70	743.48	2,958.18	466,876.92
6/30/2006	466,876.92	2,139.85	818.33	2,958.18	466,058.59
7/31/2006	466,058.59	2,207.31	750.87	2,958.18	465,307.72
8/31/2006	465,307.72	2,203.75	754.43	2,958.18	464,553.29
9/30/2006	464,553.29	2,129.20	828.98	2,958.18	463,724.31
10/31/2006	463,724.31	2,196.25	761.93	2,958.18	462,962.38
11/30/2006	462,962.38	2,121.91	836.27	2,958.18	462,126.11
12/31/2006	462,126.11	2,188.68	769.50	2,958.18	461,356.61
1/31/2007	461,356.61	2,185.04	773.14	2,958.18	460,583.47
2/28/2007	460,583.47	1,970.27	987.91	2,958.18	459,595.56

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Regal Court II

Louisville Housing Authority

Norwest Bank Loan

GL Account #	GL Bal	New Loan No,	Origination Date	Maturity Date	Minimum Monthly Amount	First Payment Due Date
21192 580	521,000.00	0054266-9002	05/25/99	05/31/14	2,958.18	6/30/1999

Amortization Schedule at Inception

Date	Start Bal	Interest Pymt	Principal Payment	Total Payment	Ending Balance
3/31/2007	459,595.56	2,176.70	781.48	2,958.18	458,814.08
4/30/2007	458,814.08	2,102.90	855.28	2,958.18	457,958.80
5/31/2007	457,958.80	2,168.94	789.24	2,958.18	457,169.56
6/30/2007	457,169.56	2,095.36	862.82	2,958.18	456,306.74
7/31/2007	456,306.74	2,161.12	797.06	2,958.18	455,509.68
8/31/2007	455,509.68	2,157.34	800.84	2,958.18	454,708.84
9/30/2007	454,708.84	2,084.08	874.10	2,958.18	453,834.74
10/31/2007	453,834.74	2,149.41	808.77	2,958.18	453,025.97
11/30/2007	453,025.97	2,076.37	881.81	2,958.18	452,144.16
12/31/2007	452,144.16	2,141.40	816.78	2,958.18	451,327.38
1/31/2008	451,327.38	2,137.54	820.64	2,958.18	450,506.74
2/29/2008	450,506.74	1,996.00	962.18	2,958.18	449,544.56
3/31/2008	449,544.56	2,129.09	829.09	2,958.18	448,715.47
4/30/2008	448,715.47	2,056.61	901.57	2,958.18	447,813.90
5/31/2008	447,813.90	2,120.90	837.28	2,958.18	446,976.62
6/30/2008	446,976.62	2,048.64	909.54	2,958.18	446,067.08
7/31/2008	446,067.08	2,112.62	845.56	2,958.18	445,221.52
8/31/2008	445,221.52	2,108.62	849.56	2,958.18	444,371.96
9/30/2008	444,371.96	2,036.70	921.48	2,958.18	443,450.48
10/31/2008	443,450.48	2,100.23	857.95	2,958.18	442,592.53
11/30/2008	442,592.53	2,028.55	929.63	2,958.18	441,662.90
12/31/2008	441,662.90	2,091.76	866.42	2,958.18	440,796.48
1/31/2009	440,796.48	2,087.66	870.52	2,958.18	439,925.96
2/28/2009	439,925.96	1,881.91	1,076.27	2,958.18	438,849.69
3/31/2009	438,849.69	2,078.44	879.74	2,958.18	437,969.95
4/30/2009	437,969.95	2,007.36	950.82	2,958.18	437,019.13
5/31/2009	437,019.13	2,069.77	888.41	2,958.18	436,130.72
6/30/2009	436,130.72	1,998.93	959.25	2,958.18	435,171.47
7/31/2009	435,171.47	2,061.02	897.16	2,958.18	434,274.31
8/31/2009	434,274.31	2,056.77	901.41	2,958.18	433,372.90
9/30/2009	433,372.90	1,986.29	971.89	2,958.18	432,401.01
10/31/2009	432,401.01	2,047.90	910.28	2,958.18	431,490.73
11/30/2009	431,490.73	1,977.67	980.51	2,958.18	430,510.22
12/31/2009	430,510.22	2,038.94	919.24	2,958.18	429,590.98
1/31/2010	429,590.98	2,034.59	923.59	2,958.18	428,667.39
2/28/2010	428,667.39	1,833.74	1,124.44	2,958.18	427,542.95
3/31/2010	427,542.95	2,024.89	933.29	2,958.18	426,609.66
4/30/2010	426,609.66	1,955.29	1,002.89	2,958.18	425,606.77
5/31/2010	425,606.77	2,015.72	942.46	2,958.18	424,664.31
6/30/2010	424,664.31	1,946.38	1,011.80	2,958.18	423,652.51
7/31/2010	423,652.51	2,006.47	951.71	2,958.18	422,700.80
8/31/2010	422,700.80	2,001.96	956.22	2,958.18	421,744.58
9/30/2010	421,744.58	1,933.00	1,025.18	2,958.18	420,719.40
10/31/2010	420,719.40	1,992.57	965.61	2,958.18	419,753.79
11/30/2010	419,753.79	1,923.87	1,034.31	2,958.18	418,719.48
12/31/2010	418,719.48	1,983.10	975.08	2,958.18	417,744.40
1/31/2011	417,744.40	1,978.48	979.70	2,958.18	416,764.70

10,029.23 PRIN
25,468.93 Int

Regal Court II **Louisville Housing Authority**

Norwest Bank Loan

GL Account #	GL Bal	New Loan No.	Origination Date	Maturity Date	Minimum Monthly Amount	First Payment Due Date
21192 580	521,000.00	0054266-9002	05/25/99	05/31/14	2,958.18	6/30/1999

Amortization Schedule at Inception

Date	Start Bal	Interest Pymt	Principal Payment	Total Payment	Ending Balance
2/28/2011	416,764.70	1,782.83	1,175.35	2,958.18	415,589.35
3/31/2011	415,589.35	1,968.28	989.90	2,958.18	414,599.45
4/30/2011	414,599.45	1,900.25	1,057.93	2,958.18	413,541.52
5/31/2011	413,541.52	1,958.58	999.60	2,958.18	412,541.92
6/30/2011	412,541.92	1,890.82	1,067.36	2,958.18	411,474.56
7/31/2011	411,474.56	1,948.79	1,009.39	2,958.18	410,465.17
8/31/2011	410,465.17	1,944.01	1,014.17	2,958.18	409,451.00
9/30/2011	409,451.00	1,876.65	1,081.53	2,958.18	408,369.47
10/31/2011	408,369.47	1,934.08	1,024.10	2,958.18	407,345.37
11/30/2011	407,345.37	1,867.00	1,091.18	2,958.18	406,254.19
12/31/2011	406,254.19	1,924.06	1,034.12	2,958.18	405,220.07
1/31/2012	405,220.07	1,919.17	1,039.01	2,958.18	404,181.06
2/29/2012	404,181.06	1,790.75	1,167.43	2,958.18	403,013.63
3/31/2012	403,013.63	1,908.72	1,049.46	2,958.18	401,964.17
4/30/2012	401,964.17	1,842.34	1,115.84	2,958.18	400,848.33
5/31/2012	400,848.33	1,898.46	1,059.72	2,958.18	399,788.61
6/30/2012	399,788.61	1,832.36	1,125.82	2,958.18	398,662.79
7/31/2012	398,662.79	1,888.11	1,070.07	2,958.18	397,592.72
8/31/2012	397,592.72	1,883.04	1,075.14	2,958.18	396,517.58
9/30/2012	396,517.58	1,817.37	1,140.81	2,958.18	395,376.77
10/31/2012	395,376.77	1,872.55	1,085.63	2,958.18	394,291.14
11/30/2012	394,291.14	1,807.17	1,151.01	2,958.18	393,140.13
12/31/2012	393,140.13	1,861.96	1,096.22	2,958.18	392,043.91
1/31/2013	392,043.91	1,856.76	1,101.42	2,958.18	390,942.49
2/28/2013	390,942.49	1,672.37	1,285.81	2,958.18	389,656.68
3/31/2013	389,656.68	1,845.46	1,112.72	2,958.18	388,543.96
4/30/2013	388,543.96	1,780.83	1,177.35	2,958.18	387,366.61
5/31/2013	387,366.61	1,834.61	1,123.57	2,958.18	386,243.04
6/30/2013	386,243.04	1,770.28	1,187.90	2,958.18	385,055.14
7/31/2013	385,055.14	1,823.66	1,134.52	2,958.18	383,920.62
8/31/2013	383,920.62	1,818.29	1,139.89	2,958.18	382,780.73
9/30/2013	382,780.73	1,754.41	1,203.77	2,958.18	381,576.96
10/31/2013	381,576.96	1,807.19	1,150.99	2,958.18	380,425.97
11/30/2013	380,425.97	1,743.62	1,214.56	2,958.18	379,211.41
12/31/2013	379,211.41	1,795.99	1,162.19	2,958.18	378,049.22
1/31/2014	378,049.22	1,790.48	1,167.70	2,958.18	376,881.52
2/28/2014	376,881.52	1,612.22	1,345.96	2,958.18	375,535.56
3/31/2014	375,535.56	1,778.58	1,179.60	2,958.18	374,355.96
4/30/2014	374,355.96	1,715.80	1,242.38	2,958.18	373,113.58
5/31/2014	373,113.58	1,767.11	1,191.07	2,958.18	371,922.51

360 Day Promissory Not

NORWEST BANK COLORADO, NATIONAL ASSOCIATION

Bank's Address, City, State & Zip Code

1242 PEARL STREET, BOULDER, CO 80302

FOR BANK USE ONLY		Face Amount	Rate (% per year)	Note Date	Maturity Date
Customer No. 0054266	Loan No. 9002	$521,000.00	5.500 %	05/25/1999	05/31/201

Maker	Home Phone	Business Phone
LOUISVILLE URBAN RENEWAL AND HOUSING AUTHORITY		

Street Address, City, State, Zip Code

PO BOX 471 BOULDER, CO. 80306

Security

DEED OF TRUST

The captions in the boxes above, and the names, dates, amounts and other information therein, are defined terms and are hereby incorporated in the note provisions below.

Maker promises to pay to the order of Bank at Bank's address the Face Amount with interest on the unpaid balance of the Face Amount from the Note Date at the Rate indicated above (based up year of 360 days and computed for the actual number of days elapsed). Principal and interest shall be payable as follows:

Principal including interest in the amount of $2,958.18 shall be payable monthly on the last day of each month beginning 06/30/1999. The balance of principal plus accrued interest shall be payable at maturity.

Overdue principal and (to the extent legally enforceable) overdue interest, whether caused by acceleration of maturity or otherwise, shall bear interest at a rate four percentage points above the rate in effect at the time such principal or interest becomes due.

At the option of the holder of this note (the "holder") the unpaid balance of this note plus accrued interest and all other obligations of Maker to the holder, direct or indirect, absolute or contingent, now existing or hereafter arising, shall become immediately due and payable without notice or demand if (a) any payment required by this note is not made when due, or (b) a default or event of default occurs under any loan or security agreement or instrument executed as security for or in connection with this note, or (c) the holder at any time in good faith believes that the prospect of any payment required by this note is impaired, whether or not such belief is caused by any act or failure to act of any Maker or of any endorser, guarantor or accommodation party of or on this note (hereafter collectively referred to as "any other signer").

Maker and any other signer (1) waive presentment, notice of dishonor and protest, (2) assent to any extension of time with respect to any payment due under this note, to any substitution or release of collateral and to the addition or release of any party, and (3) agree that Bank may apply, as Bank elects, any payment received after default to any portion of Maker's obligations hereunder. No waiver of any payment or other right under this note shall operate as a waiver of any other payment or right. Maker and any other signer shall pay all reasonable costs of collection, including attorneys' fees, paid or incurred by the holder in enforcing this note on default.

This note (a) is secured by the Security indicated above, if any, and (b) shall be construed under and governed by the laws of Colorado. If there is more than one Maker, all of the provisions of this note shall apply to each and any of them.

THE ARBITRATION TERMS AND CONDITIONS ON THE BACK OF THIS PAGE ARE A PART OF AND INCORPORATED INTO THIS NOTE.

LOUISVILLE URBAN RENEWAL AND HOUSING AUTHORITY

BY: _____

JAMES J. LILES, EXECUTIVE DIRECTOR

COPY

ASSIGNMENT OF LEASES AND RENTS

1. **Defined Terms:** The following terms shall have the following meanings whenever used in this Agreement:

1.1 **Assignor:** HOUSING AUTHORITY OF THE CITY OF LOUISVILLE

PO BOX 471
BOULDER, CO. 80306

1.2 **Bank:** NORWEST BANK COLORADO, NATIONAL ASSOCIATION
1242 PEARL STREET
BOULDER, CO 80302

1.3 **Obligations:** (a) All indebtedness evidenced and created by the following described promissory note (the "Note") payable to the order of Bank, and all renewals, extensions and amendments thereto and substitutions therefor.

Date: May 25, 1999
Amount: $521,000.00
Maturity Date: May 31, 2014

Maker (if other than Assignor):

(b) Future advances made by Bank on or before the maturity date of the Note plus interest thereon. (c) All expenditures made or incurred by Bank pursuant to the provisions of the Note, Mortgage orDeed of Trust and this Assignment of Leases and Rents.

(d) Other.

1.4 **Deed of Trust:** Mortgage or deed of trust, executed by Assignor, describing the Property and dated May 25, 1999.

1.5 **Property:** The following described real property together with all improvements thereon and to be constructed thereon.

LOTS 1, 9 AND 12, LOUISVILLE NORTH SIXTH FILING, COUNTY OF BOULDER, STATE OF COLORADO

THE GRANT, TERMS AND CONDITIONS ON THE REVERSE SIDE ARE A PART OF THIS ASSIGNMENT AND ARE HEREBY INCORPORATED INTO IT.

Date: May 25, 1999

HOUSING AUTHORITY OF THE CITY OF LOUISVILLE
BY: _____
JAMES J LILES, EXECUTIVE DIRECTOR

(Seal)
Attest: _____

COPY

STATE OF COLORADO _____)
)ss.
_____COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 19_____.

by _____

(as _____ President and _____

as _____ Secretary of _____ a corporation).

Witness my hand and official seal.

_____
Notary Public
My Commission Expires _____

99-5-388 (Rev. 7/89)

DEED OF TRUST
(Colorado)

1. **Grantor:** HOUSING AUTHORITY OF THE CITY OF LOUISVILLE

   PO BOX 471
   BOULDER, CO. 80306

2. **Beneficiary:** NORWEST BANK COLORADO, NATIONAL ASSOCIATION
   1242 PEARL STREET
   BOULDER, CO 80302

3. **Trustee:** The Public Trustee for the County in which the property is located.

4. **Property:** The following land in BOULDER County, Colorado
   LOTS 1, 9 AND 12, LOUISVILLE NORTH SIXTH FILING, COUNTY OF BOULDER, STATE OF COLORADO

5. **Obligations:** (a) All indebtedness evidenced and created by the following described promissory note (the "Note") payable to the order of Beneficiary, and all renewals, extensions and amendments thereof and substitutions therefor.

   Date: May 25, 1999

   Amount: $521,000.00 Plus Interest

   Maturity Date: May 31, 2014

   Maker (if other than Grantor):

   (b) future advances made by Beneficiary on or before the maturity date of the Note plus interest thereon provided any required notice of right to rescind or cancel has been given; (c) all expenditures made or incurred by beneficiary pursuant to the provisions of the Note and this deed of trust together with interest thereon.
   (d) other:

6. **Construction Mortgage:** If checked here (_____) this deed of trust secures an indebtedness for construction purposes as described in CRS (1973) section 4-9-313

THE GRANT, TERMS AND CONDITIONS BELOW AND ON THE REVERSE SIDE ARE A PART OF THIS DEED OF TRUST AND ARE HEREBY INCORPORATED INTO IT.

Date: May 25, 1999

HOUSING AUTHORITY OF THE CITY OF LOUISVILLE
BY: _____
JAMES J. LILES, EXECUTIVE DIRECTOR

Attest: _____

Co-owner, spouse or other claimant of a right with respect to the real property described above joins in granting the lien and waiver set forth in paragraph 13 of this deed of trust, but does not assume any liability for payment of the Note.

Date: _____

STATE OF COLORADO _____)
) ss.
_____)

COPY

The foregoing instrument was acknowledged before me this _____ day of _____, 19____,

by _____

(as _____ President and _____

as _____ Secretary of _____,

a corporation).

_____
Notary Public

Witness my hand and official seal.

My commission expires _____

99-5-368 (Rev. 7/89)

EXHIBIT I

PROMISSORY NOTE
(BCHA & LHA -- AHP)

$200,000 October 1998

FOR VALUE RECEIVED, The Housing Authority of the County of Boulder and the Housing Authority of the City of Louisville, statutory housing authorities ("Borrower"), promise to pay to the order of the Community First National Bank ("Payee") the principal sum of $200,000 without interest. Provided no Event of default (as defined below) has occurred, this Note shall be forgiven in its entirety by the anniversary date of this Note in the year 2013.

The Loan from Payee to Borrower evidenced by this Note is being made pursuant to Federal Home Loan Bank Affordable Housing Program. The proceeds of the Loan are being loaned by the Payee to Borrower to help finance the acquisition and rehabilitation of a 40-unit affordable housing development in Louisville, Colorado (the "property"). The occurrence of any of the following shall constitute an event of default ("Event of Default") under this Note: (I) the failure of the Borrower to maintain the Property as low-income housing (as required by the Agreement Concerning AHP Loan dated the date hereof between the Borrower and the Payee (the "AHP Agreement") at any time between the date hereof and the 15th anniversary of that date, and to cure any such failure within 180 days following notice from Payee; (ii) the leasing of apartment units included in the Property at annual rents representing at the time of initial occupancy the following; 50 percent of the units (20) at between 51% - 60% of tenant households annual median income; 50% of the units (20) at between 0% - 50% of tenant household's annual median income; (iii) the sale of the Property on terms that do not require the purchaser to continue to observe the low-income housing requirements identified in the AHP Agreement; or (iv) the failure of the Borrower to deliver to the Payee all reports required in connection with the Property under the AHP Monitoring and Reporting Procedures, as amended from time to time. Upon the occurrence of an Event of Default, the Payee may by notice to Borrower, at Payee's option, declare the entire balance of this Note to be due on a date no earlier than ten business days from the date of such notice.

All payments shall be made at Payee's offices at 890 West Cherry Street, Louisville, Colorado 80027, or at such other place as Payee shall have designated to Borrower in writing. All payments received hereunder shall be applied first to accrued interest (if any) as of the date of payment and then to the outstanding principal balance of this Note.

Overdue principal, whether caused by acceleration of maturity or otherwise, shall bear interest at a rate equal to twelve percent per annum from the date due until paid, and shall be payable monthly or, at the option of the holder hereof, on demand.

This Note may be prepaid, either in whole or in part at any time without premium or penalty and without the prior consent of the holder hereof.

This Note is secured by, and the holder of the Note is entitled to the benefits of a Collateral Assignment of Note and Deed of Trust (the "Collateral Assignment"), of even date

herewith, given by Borrower for the benefit of Payee to secure this Note. Reference is made to the Collateral Assignment for a description of the property covered thereby and the rights, remedies and obligations of the holder hereof in respect thereto.

Time is of the essence hereof, in the event of any Event of Default that is not cured within any applicable cure periods, then the whole principal sum of this Note (plus accrued interest, if any) and all other obligations of Borrower to holder, direct or indirect, absolute or contingent, now existing or hereafter arising, shall, at the option of the holder of this Note, become immediately due and payable without notice or demand, and holder of this Note shall have and may exercise any or all of the rights and remedies provided herein and in the Collateral Assignment, as they may be amended, modified or supplemented from time to time, and under applicable law.

If Borrower fails to pay any amount due under this Note and Payee has to take any action to collect the amount due or to exercise its rights under the Collateral Assignment, including, without limitation, retaining attorneys for collection of this Note, or if any suit or proceeding is brought for the recovery of all or any part of or for protection of the indebtedness or to exercise its rights under the Collateral Assignment, then Borrower agrees to pay on demand all costs and expenses of any such action to collect, suit or proceeding, or any appeal of any such suit or proceeding, incurred by Payee, including, but not limited to the fees and disbursements of Payee's attorneys and their staff.

Borrower waives presentment, notice of dishonor, notice of acceleration and protest, and assents to any extension of time with respect to any payment due under this Note, to any substitution or release of collateral and to the addition or release of any party. No waiver of any payment or other right under this Note shall operate as a waiver of any other payment or right.

If any provision in this Note shall be held invalid, illegal or unenforceable in any jurisdiction, the validity, legality or enforceability of any defective provisions shall not be in any way affected or impaired in any other jurisdiction.

No delay or failure of the holder of this Note in the exercise of any right or remedy provided for hereunder shall be deemed a waiver of such right by the holder hereof, and no exercise of any right or remedy shall be deemed a waiver of any other right or remedy that the holder may have.

Neither Borrower, any partner, or affiliate or Borrower or any third party shall have any personal liability for any amounts owing under this Note, and in the event of any default under this Note the Payee shall look solely to the property covered by the Collateral Assignment and shall not be entitled to seek any deficiency from Borrower, or any partner, or affiliate of Borrower, or any third person.

All notices to Borrower given hereunder shall be in writing, shall be hand delivered or sent by overnight courier or by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

Housing Authority of the County of Boulder and
Housing Authority of the City of Louisville
PO Box 471
Boulder, Colorado 80306

Any such notice shall be deemed effective when hand delivered, or one day after timely delivery to an overnight courier for next day delivery to Borrower (as evidenced by a receipt from the overnight courier), or three days after notice is deposited with the US Postal Service.

At the option of the holder hereof, an action may be brought to enforce this Note in the District Court in and for Boulder County, State of Colorado or in any other court in which venue and jurisdiction are proper. Borrower and all signers or endorsers hereof consent to venue and jurisdiction in the District Court in and fro Boulder County, State of Colorado and to service of Process under Sections 13-1-124(1)(a) and 13-1-125, Colorado Revised Statutes (1973), as amended in any action commenced to enforce this Note.

This Note is to be governed by and construed according to the laws of the State of Colorado.

THE HOUSING AUTHORITY OF THE COUNTY OF BOULDER, a statutory housing authority

By: James J. Cles
Title: Secretary / Executive Director

THE HOUSING AUTHORITY OF THE CITY OF LOUISVILLE, a statutory housing authority

By: James J. Cles
Title: Secretary / Executive Director

EXHIBIT J

Regal Square

Louisville Housing Authority

Wells Fargo (Formerly Norwest) Bank Loan

GL Account #	GL Bal	New Loan No,	Origination Date	Maturity Date	Minimum Monthly Amount	First Payment Due Date
02-0-000-510-2126.001	250,000.00	0054266-9003	05/25/99	05/31/14	1,535.22	6/30/1999

Amortization Schedule at Inception

Date	Start Bal	Interest Pymt	Principal Payment	Total Payment	Ending Balance
5/25/1999	250,000.00				250,000.00
6/30/1999	250,000.00	1,336.81	198.41	1,535.22	249,801.59
7/31/1999	249,801.59	1,183.09	352.13	1,535.22	249,449.46
8/31/1999	249,449.46	1,181.42	353.80	1,535.22	249,095.66
9/30/1999	249,095.66	1,141.69	393.53	1,535.22	248,702.13
10/31/1999	248,702.13	1,177.88	357.34	1,535.22	248,344.79
11/30/1999	248,344.79	1,138.25	396.97	1,535.22	247,947.82
12/31/1999	247,947.82	1,174.31	360.91	1,535.22	247,586.91
1/31/2000	247,586.91	1,172.60	362.62	1,535.22	247,224.29
2/29/2000	247,224.29	1,095.34	439.88	1,535.22	246,784.41
3/31/2000	246,784.41	1,168.80	366.42	1,535.22	246,417.99
4/30/2000	246,417.99	1,129.42	405.80	1,535.22	246,012.19
5/31/2000	246,012.19	1,165.14	370.08	1,535.22	245,642.11
6/30/2000	245,642.11	1,125.86	409.36	1,535.22	245,232.75
7/31/2000	245,232.75	1,161.45	373.77	1,535.22	244,858.98
8/31/2000	244,858.98	1,159.68	375.54	1,535.22	244,483.44
9/30/2000	244,483.44	1,120.55	414.67	1,535.22	244,068.77
10/31/2000	244,068.77	1,155.94	379.28	1,535.22	243,689.49
11/30/2000	243,689.49	1,116.91	418.31	1,535.22	243,271.18
12/31/2000	243,271.18	1,152.16	383.06	1,535.22	242,888.12
1/31/2001	242,888.12	1,150.35	384.87	1,535.22	242,503.25
2/28/2001	242,503.25	1,037.38	497.84	1,535.22	242,005.41
3/31/2001	242,005.41	1,146.16	389.06	1,535.22	241,616.35
4/30/2001	241,616.35	1,107.41	427.81	1,535.22	241,188.54
5/31/2001	241,188.54	1,142.30	392.92	1,535.22	240,795.62
6/30/2001	240,795.62	1,103.65	431.57	1,535.22	240,364.05
7/31/2001	240,364.05	1,138.39	396.83	1,535.22	239,967.22
8/31/2001	239,967.22	1,136.51	398.71	1,535.22	239,568.51
9/30/2001	239,568.51	1,098.02	437.20	1,535.22	239,131.31
10/31/2001	239,131.31	1,132.55	402.67	1,535.22	238,728.64
11/30/2001	238,728.64	1,094.17	441.05	1,535.22	238,287.59
12/31/2001	238,287.59	1,128.56	406.66	1,535.22	237,880.93
1/31/2002	237,880.93	1,126.63	408.59	1,535.22	237,472.34
2/28/2002	237,472.34	1,015.85	519.37	1,535.22	236,952.97
3/31/2002	236,952.97	1,122.24	412.98	1,535.22	236,539.99
4/30/2002	236,539.99	1,084.14	451.08	1,535.22	236,088.91
5/31/2002	236,088.91	1,118.14	417.08	1,535.22	235,671.83
6/30/2002	235,671.83	1,080.16	455.06	1,535.22	235,216.77
7/31/2002	235,216.77	1,114.01	421.21	1,535.22	234,795.56
8/31/2002	234,795.56	1,112.02	423.20	1,535.22	234,372.36
9/30/2002	234,372.36	1,074.21	461.01	1,535.22	233,911.35
10/31/2002	233,911.35	1,107.83	427.39	1,535.22	233,483.96
11/30/2002	233,483.96	1,070.13	465.09	1,535.22	233,018.87
12/31/2002	233,018.87	1,103.60	431.62	1,535.22	232,587.25
1/31/2003	232,587.25	1,101.56	433.66	1,535.22	232,153.59
2/28/2003	232,153.59	993.10	542.12	1,535.22	231,611.47
3/31/2003	231,611.47	1,096.94	438.28	1,535.22	231,173.19

02-04-0000-206- 2126.001
5610.000

Regal Square

Louisville Housing Authority

Wells Fargo (Formerly Norwest) Bank Loan

GL Account #	GL Bal	New Loan No,	Origination Date	Maturity Date	Minimum Monthly Amount	First Payment Due Date
02-0-000-510-2126.001	250,000.00	0054266-9003	05/25/99	05/31/14	1,535.22	6/30/1999

Amortization Schedule at Inception

Date	Start Bal	Interest Pymt	Principal Payment	Total Payment	Ending Balance
4/30/2003	231,173.19	1,059.54	475.68	1,535.22	230,697.51
5/31/2003	230,697.51	1,092.61	442.61	1,535.22	230,254.90
6/30/2003	230,254.90	1,055.33	479.89	1,535.22	229,775.01
7/31/2003	229,775.01	1,088.24	446.98	1,535.22	229,328.03
8/31/2003	229,328.03	1,086.12	449.10	1,535.22	228,878.93
9/30/2003	228,878.93	1,049.03	486.19	1,535.22	228,392.74
10/31/2003	228,392.74	1,081.69	453.53	1,535.22	227,939.21
11/30/2003	227,939.21	1,044.72	490.50	1,535.22	227,448.71
12/31/2003	227,448.71	1,077.22	458.00	1,535.22	226,990.71
1/31/2004	226,990.71	1,075.05	460.17	1,535.22	226,530.54
2/29/2004	226,530.54	1,003.66	531.56	1,535.22	225,998.98
3/31/2004	225,998.98	1,070.36	464.86	1,535.22	225,534.12
4/30/2004	225,534.12	1,033.70	501.52	1,535.22	225,032.60
5/31/2004	225,032.60	1,065.78	469.44	1,535.22	224,563.16
6/30/2004	224,563.16	1,029.25	505.97	1,535.22	224,057.19
7/31/2004	224,057.19	1,061.16	474.06	1,535.22	223,583.13
8/31/2004	223,583.13	1,058.91	476.31	1,535.22	223,106.82
9/30/2004	223,106.82	1,022.57	512.65	1,535.22	222,594.17
10/31/2004	222,594.17	1,054.23	480.99	1,535.22	222,113.18
11/30/2004	222,113.18	1,018.02	517.20	1,535.22	221,595.98
12/31/2004	221,595.98	1,049.50	485.72	1,535.22	221,110.26
1/31/2005	221,110.26	1,047.20	488.02	1,535.22	220,622.24
2/28/2005	220,622.24	1,043.78	491.44	1,535.22	220,030.79
3/31/2005	220,030.79	1,042.00	493.18	1,535.22	219,537.66
4/30/2005	219,537.66	1,006.21	529.01	1,535.22	219,008.65
5/31/2005	219,008.65	1,037.75	497.47	1,535.22	218,510.68
6/30/2005	218,510.68	1,001.51	533.71	1,535.22	217,976.97
7/31/2005	217,976.97	1,032.86	502.36	1,535.22	217,474.11
8/31/2005	217,474.11	1,029.98	505.24	1,535.22	216,968.87
9/30/2005	216,968.87	994.44	540.78	1,535.22	216,428.09
10/31/2005	216,428.09	1,025.03	510.19	1,535.22	215,917.90
11/30/2005	215,917.90	989.62	545.60	1,535.22	215,372.30
12/31/2005	215,372.30	1,020.03	515.19	1,535.22	214,857.11
1/31/2006	214,857.11	1,017.59	517.63	1,535.22	214,339.48
2/28/2006	214,339.48	916.90	618.32	1,535.22	213,721.16
3/31/2006	213,721.16	1,012.21	523.01	1,535.22	213,198.15
4/30/2006	213,198.15	977.16	558.06	1,535.22	212,640.09
5/31/2006	212,640.09	1,007.09	528.13	1,535.22	212,111.96
6/30/2006	212,111.96	972.18	563.04	1,535.22	211,548.92
7/31/2006	211,548.92	1,001.92	533.30	1,535.22	211,015.62
8/31/2006	211,015.62	999.39	535.83	1,535.22	210,479.79
9/30/2006	210,479.79	964.70	570.52	1,535.22	209,909.27
10/31/2006	209,909.27	994.15	541.07	1,535.22	209,368.20
11/30/2006	209,368.20	959.60	575.62	1,535.22	208,792.58
12/31/2006	208,792.58	988.86	546.36	1,535.22	208,246.22
1/31/2007	208,246.22	986.28	548.94	1,535.22	207,697.28
2/28/2007	207,697.28	888.48	646.74	1,535.22	207,050.54

2005 Int - 12,169.49
2005 Prin - 6,253.15

Regal Square

Louisville Housing Authority

Wells Fargo (Formerly Norwest) Bank Loan

GL Account #	GL Bal	New Loan No,	Origination Date	Maturity Date	Minimum Monthly Amount	First Payment Due Date
02-0-000-510-2126.001	250,000.00	0054266-9003	05/25/99	05/31/14	1,535.22	6/30/1999

Amortization Schedule at Inception

Date	Start Bal	Interest Pymt	Principal Payment	Total Payment	Ending Balance
3/31/2007	207,050.54	980.61	554.61	1,535.22	206,495.93
4/30/2007	206,495.93	946.44	588.78	1,535.22	205,907.15
5/31/2007	205,907.15	975.20	560.02	1,535.22	205,347.13
6/30/2007	205,347.13	941.17	594.05	1,535.22	204,753.08
7/31/2007	204,753.08	969.73	565.49	1,535.22	204,187.59
8/31/2007	204,187.59	967.06	568.16	1,535.22	203,619.43
9/30/2007	203,619.43	933.26	601.96	1,535.22	203,017.47
10/31/2007	203,017.47	961.51	573.71	1,535.22	202,443.76
11/30/2007	202,443.76	927.87	607.35	1,535.22	201,836.41
12/31/2007	201,836.41	955.92	579.30	1,535.22	201,257.11
1/31/2008	201,257.11	953.18	582.04	1,535.22	200,675.07
2/29/2008	200,675.07	889.10	646.12	1,535.22	200,028.95
3/31/2008	200,028.95	947.36	587.86	1,535.22	199,441.09
4/30/2008	199,441.09	914.10	621.12	1,535.22	198,819.97
5/31/2008	198,819.97	941.63	593.59	1,535.22	198,226.38
6/30/2008	198,226.38	908.54	626.68	1,535.22	197,599.70
7/31/2008	197,599.70	935.85	599.37	1,535.22	197,000.33
8/31/2008	197,000.33	933.02	602.20	1,535.22	196,398.13
9/30/2008	196,398.13	900.16	635.06	1,535.22	195,763.07
10/31/2008	195,763.07	927.16	608.06	1,535.22	195,155.01
11/30/2008	195,155.01	894.46	640.76	1,535.22	194,514.25
12/31/2008	194,514.25	921.24	613.98	1,535.22	193,900.27
1/31/2009	193,900.27	918.33	616.89	1,535.22	193,283.38
2/28/2009	193,283.38	826.82	708.40	1,535.22	192,574.98
3/31/2009	192,574.98	912.06	623.16	1,535.22	191,951.82
4/30/2009	191,951.82	879.78	655.44	1,535.22	191,296.38
5/31/2009	191,296.38	906.00	629.22	1,535.22	190,667.16
6/30/2009	190,667.16	873.89	661.33	1,535.22	190,005.83
7/31/2009	190,005.83	899.89	635.33	1,535.22	189,370.50
8/31/2009	189,370.50	896.88	638.34	1,535.22	188,732.16
9/30/2009	188,732.16	865.02	670.20	1,535.22	188,061.96
10/31/2009	188,061.96	890.68	644.54	1,535.22	187,417.42
11/30/2009	187,417.42	859.00	676.22	1,535.22	186,741.20
12/31/2009	186,741.20	884.43	650.79	1,535.22	186,090.41
1/31/2010	186,090.41	881.34	653.88	1,535.22	185,436.53
2/28/2010	185,436.53	793.26	741.96	1,535.22	184,694.57
3/31/2010	184,694.57	874.73	660.49	1,535.22	184,034.08
4/30/2010	184,034.08	843.49	691.73	1,535.22	183,342.35
5/31/2010	183,342.35	868.33	666.89	1,535.22	182,675.46
6/30/2010	182,675.46	837.26	697.96	1,535.22	181,977.50
7/31/2010	181,977.50	861.87	673.35	1,535.22	181,304.15
8/31/2010	181,304.15	858.68	676.54	1,535.22	180,627.61
9/30/2010	180,627.61	827.88	707.34	1,535.22	179,920.27
10/31/2010	179,920.27	852.12	683.10	1,535.22	179,237.17
11/30/2010	179,237.17	821.50	713.72	1,535.22	178,523.45
12/31/2010	178,523.45	845.51	689.71	1,535.22	177,833.74
1/31/2011	177,833.74	842.24	692.98	1,535.22	177,140.76

Regal Square

Louisville Housing Authority

Wells Fargo (Formerly Norwest) Bank Loan

GL Account #	GL Bal	New Loan No,	Origination Date	Maturity Date	Minimum Monthly Amount	First Payment Due Date
02-0-000-510-2126.001	250,000.00	0054266-9003	05/25/99	05/31/14	1,535.22	6/30/1999

Amortization Schedule at Inception

Date	Start Bal	Interest Pymt	Principal Payment	Total Payment	Ending Balance
2/28/2011	177,140.76	757.77	777.45	1,535.22	176,363.31
3/31/2011	176,363.31	835.28	699.94	1,535.22	175,663.37
4/30/2011	175,663.37	805.12	730.10	1,535.22	174,933.27
5/31/2011	174,933.27	828.50	706.72	1,535.22	174,226.55
6/30/2011	174,226.55	798.54	736.68	1,535.22	173,489.87
7/31/2011	173,489.87	821.67	713.55	1,535.22	172,776.32
8/31/2011	172,776.32	818.29	716.93	1,535.22	172,059.39
9/30/2011	172,059.39	788.61	746.61	1,535.22	171,312.78
10/31/2011	171,312.78	811.36	723.86	1,535.22	170,588.92
11/30/2011	170,588.92	781.87	753.35	1,535.22	169,835.57
12/31/2011	169,835.57	804.36	730.86	1,535.22	169,104.71
1/31/2012	169,104.71	800.90	734.32	1,535.22	168,370.39
2/29/2012	168,370.39	745.97	789.25	1,535.22	167,581.14
3/31/2012	167,581.14	793.68	741.54	1,535.22	166,839.60
4/30/2012	166,839.60	764.68	770.54	1,535.22	166,069.06
5/31/2012	166,069.06	786.52	748.70	1,535.22	165,320.36
6/30/2012	165,320.36	757.72	777.50	1,535.22	164,542.86
7/31/2012	164,542.86	779.29	755.93	1,535.22	163,786.93
8/31/2012	163,786.93	775.71	759.51	1,535.22	163,027.42
9/30/2012	163,027.42	747.21	788.01	1,535.22	162,239.41
10/31/2012	162,239.41	768.38	766.84	1,535.22	161,472.57
11/30/2012	161,472.57	740.08	795.14	1,535.22	160,677.43
12/31/2012	160,677.43	760.99	774.23	1,535.22	159,903.20
1/31/2013	159,903.20	757.32	777.90	1,535.22	159,125.30
2/28/2013	159,125.30	680.70	854.52	1,535.22	158,270.78
3/31/2013	158,270.78	749.59	785.63	1,535.22	157,485.15
4/30/2013	157,485.15	721.81	813.41	1,535.22	156,671.74
5/31/2013	156,671.74	742.01	793.21	1,535.22	155,878.53
6/30/2013	155,878.53	714.44	820.78	1,535.22	155,057.75
7/31/2013	155,057.75	734.37	800.85	1,535.22	154,256.90
8/31/2013	154,256.90	730.58	804.64	1,535.22	153,452.26
9/30/2013	153,452.26	703.32	831.90	1,535.22	152,620.36
10/31/2013	152,620.36	722.83	812.39	1,535.22	151,807.97
11/30/2013	151,807.97	695.79	839.43	1,535.22	150,968.54
12/31/2013	150,968.54	715.00	820.22	1,535.22	150,148.32
1/31/2014	150,148.32	711.12	824.10	1,535.22	149,324.22
2/28/2014	149,324.22	638.78	896.44	1,535.22	148,427.78
3/31/2014	148,427.78	702.97	832.25	1,535.22	147,595.53
4/30/2014	147,595.53	676.48	858.74	1,535.22	146,736.79
5/31/2014	146,736.79	694.96	840.26	1,535.22	145,896.53

Regal Square

Louisville Housing Authority

Wells Fargo (Formerly Norwest) Bank Loan

GL Account #	GL Bal	New Loan No,	Origination Date	Maturity Date	Minimum Monthly Amount	First Payment Due Date
02-0-000-510-2126.001	250,000.00	0054266-9003	05/25/99	05/31/14	1,535.22	6/30/1999

Amortization Schedule at Inception

Date	Start Bal	Interest Pymt	Principal Payment	Total Payment	Ending Balance
5/25/1999	250,000.00				250,000.00
6/30/1999	250,000.00	1,336.81	198.41	1,535.22	249,801.59
7/31/1999	249,801.59	1,183.09	352.13	1,535.22	249,449.46
8/31/1999	249,449.46	1,181.42	353.80	1,535.22	249,095.66
9/30/1999	249,095.66	1,141.69	393.53	1,535.22	248,702.13
10/31/1999	248,702.13	1,177.88	357.34	1,535.22	248,344.79
11/30/1999	248,344.79	1,138.25	396.97	1,535.22	247,947.82
12/31/1999	247,947.82	1,174.31	360.91	1,535.22	247,586.91
1/31/2000	247,586.91	1,172.60	362.62	1,535.22	247,224.29
2/29/2000	247,224.29	1,095.34	439.88	1,535.22	246,784.41
3/31/2000	246,784.41	1,168.80	366.42	1,535.22	246,417.99
4/30/2000	246,417.99	1,129.42	405.80	1,535.22	246,012.19
5/31/2000	246,012.19	1,165.14	370.08	1,535.22	245,642.11
6/30/2000	245,642.11	1,125.86	409.36	1,535.22	245,232.75
7/31/2000	245,232.75	1,161.45	373.77	1,535.22	244,858.98
8/31/2000	244,858.98	1,159.68	375.54	1,535.22	244,483.44
9/30/2000	244,483.44	1,120.55	414.67	1,535.22	244,068.77
10/31/2000	244,068.77	1,155.94	379.28	1,535.22	243,689.49
11/30/2000	243,689.49	1,116.91	418.31	1,535.22	243,271.18
12/31/2000	243,271.18	1,152.16	383.06	1,535.22	242,888.12
1/31/2001	242,888.12	1,150.35	384.87	1,535.22	242,503.25
2/28/2001	242,503.25	1,037.38	497.84	1,535.22	242,005.41
3/31/2001	242,005.41	1,146.16	389.06	1,535.22	241,616.35
4/30/2001	241,616.35	1,107.41	427.81	1,535.22	241,188.54
5/31/2001	241,188.54	1,142.30	392.92	1,535.22	240,795.62
6/30/2001	240,795.62	1,103.65	431.57	1,535.22	240,364.05
7/31/2001	240,364.05	1,138.39	396.83	1,535.22	239,967.22
8/31/2001	239,967.22	1,136.51	398.71	1,535.22	239,568.51
9/30/2001	239,568.51	1,098.02	437.20	1,535.22	239,131.31
10/31/2001	239,131.31	1,132.55	402.67	1,535.22	238,728.64
11/30/2001	238,728.64	1,094.17	441.05	1,535.22	238,287.59
12/31/2001	238,287.59	1,128.56	406.66	1,535.22	237,880.93
1/31/2002	237,880.93	1,126.63	408.59	1,535.22	237,472.34
2/28/2002	237,472.34	1,015.85	519.37	1,535.22	236,952.97
3/31/2002	236,952.97	1,122.24	412.98	1,535.22	236,539.99
4/30/2002	236,539.99	1,084.14	451.08	1,535.22	236,088.91
5/31/2002	236,088.91	1,118.14	417.08	1,535.22	235,671.83
6/30/2002	235,671.83	1,080.16	455.06	1,535.22	235,216.77
7/31/2002	235,216.77	1,114.01	421.21	1,535.22	234,795.56
8/31/2002	234,795.56	1,112.02	423.20	1,535.22	234,372.36
9/30/2002	234,372.36	1,074.21	461.01	1,535.22	233,911.35
10/31/2002	233,911.35	1,107.83	427.39	1,535.22	233,483.96
11/30/2002	233,483.96	1,070.13	465.09	1,535.22	233,018.87
12/31/2002	233,018.87	1,103.60	431.62	1,535.22	232,587.25
1/31/2003	232,587.25	1,101.56	433.66	1,535.22	232,153.59
2/28/2003	232,153.59	993.10	542.12	1,535.22	231,611.47
3/31/2003	231,611.47	1,096.94	438.28	1,535.22	231,173.19

Regal Square

Louisville Housing Authority

Wells Fargo (Formerly Norwest) Bank Loan

GL Account #	GL Bal	New Loan No,	Origination Date	Maturity Date	Minimum Monthly Amount	First Payment Due Date
02-0-000-510-2126.001	250,000.00	0054266-9003	05/25/99	05/31/14	1,535.22	6/30/1999

Amortization Schedule at Inception

Date	Start Bal	Interest Pymt	Principal Payment	Total Payment	Ending Balance	
3/31/2007	207,050.54	980.61	554.61	1,535.22	206,495.93	
4/30/2007	206,495.93	946.44	588.78	1,535.22	205,907.15	
5/31/2007	205,907.15	975.20	560.02	1,535.22	205,347.13	
6/30/2007	205,347.13	941.17	594.05	1,535.22	204,753.08	6989.11 PR
7/31/2007	204,753.08	969.73	565.49	1,535.22	204,187.59	11433.53 IN
8/31/2007	204,187.59	967.06	568.16	1,535.22	203,619.43	
9/30/2007	203,619.43	933.26	601.96	1,535.22	203,017.47	
10/31/2007	203,017.47	961.51	573.71	1,535.22	202,443.76	
11/30/2007	202,443.76	927.87	607.35	1,535.22	201,836.41	
12/31/2007	201,836.41	955.92	579.30	1,535.22	201,257.11	
1/31/2008	201,257.11	953.18	582.04	1,535.22	200,675.07	$1,535.22
2/29/2008	200,675.07	889.10	646.12	1,535.22	200,028.95	x 12 =
3/31/2008	200,028.95	947.36	587.86	1,535.22	199,441.09	
4/30/2008	199,441.09	914.10	621.12	1,535.22	198,819.97	$18,422.64
5/31/2008	198,819.97	941.63	593.59	1,535.22	198,226.38	
6/30/2008	198,226.38	908.54	626.68	1,535.22	197,599.70	
7/31/2008	197,599.70	935.85	599.37	1,535.22	197,000.33	
8/31/2008	197,000.33	933.02	602.20	1,535.22	196,398.13	
9/30/2008	196,398.13	900.16	635.06	1,535.22	195,763.07	
10/31/2008	195,763.07	927.16	608.06	1,535.22	195,155.01	
11/30/2008	195,155.01	894.46	640.76	1,535.22	194,514.25	
12/31/2008	194,514.25	921.24	613.98	1,535.22	193,900.27	
1/31/2009	193,900.27	918.33	616.89	1,535.22	193,283.38	
2/28/2009	193,283.38	826.82	708.40	1,535.22	192,574.98	
3/31/2009	192,574.98	912.06	623.16	1,535.22	191,951.82	
4/30/2009	191,951.82	879.78	655.44	1,535.22	191,296.38	
5/31/2009	191,296.38	906.00	629.22	1,535.22	190,667.16	
6/30/2009	190,667.16	873.89	661.33	1,535.22	190,005.83	
7/31/2009	190,005.83	899.89	635.33	1,535.22	189,370.50	
8/31/2009	189,370.50	896.88	638.34	1,535.22	188,732.16	
9/30/2009	188,732.16	865.02	670.20	1,535.22	188,061.96	
10/31/2009	188,061.96	890.68	644.54	1,535.22	187,417.42	
11/30/2009	187,417.42	859.00	676.22	1,535.22	186,741.20	
12/31/2009	186,741.20	884.43	650.79	1,535.22	186,090.41	
1/31/2010	186,090.41	881.34	653.88	1,535.22	185,436.53	
2/28/2010	185,436.53	793.26	741.96	1,535.22	184,694.57	
3/31/2010	184,694.57	874.73	660.49	1,535.22	184,034.08	
4/30/2010	184,034.08	843.49	691.73	1,535.22	183,342.35	
5/31/2010	183,342.35	868.33	666.89	1,535.22	182,675.46	
6/30/2010	182,675.46	837.26	697.96	1,535.22	181,977.50	
7/31/2010	181,977.50	861.87	673.35	1,535.22	181,304.15	
8/31/2010	181,304.15	858.68	676.54	1,535.22	180,627.61	
9/30/2010	180,627.61	827.88	707.34	1,535.22	179,920.27	
10/31/2010	179,920.27	852.12	683.10	1,535.22	179,237.17	
11/30/2010	179,237.17	821.50	713.72	1,535.22	178,523.45	
12/31/2010	178,523.45	845.51	689.71	1,535.22	177,833.74	
1/31/2011	177,833.74	842.24	692.98	1,535.22	177,140.76	

Regal Square

Louisville Housing Authority

Wells Fargo (Formerly Norwest) Bank Loan

GL Account #	GL Bal	New Loan No,	Origination Date	Maturity Date	Minimum Monthly Amount	First Payment Due Date
02-0-000-510-2126.001	250,000.00	0054266-9003	05/25/99	05/31/14	1,535.22	6/30/1999

Amortization Schedule at Inception

Date	Start Bal	Interest Pymt	Principal Payment	Total Payment	Ending Balance
2/28/2011	177,140.76	757.77	777.45	1,535.22	176,363.31
3/31/2011	176,363.31	835.28	699.94	1,535.22	175,663.37
4/30/2011	175,663.37	805.12	730.10	1,535.22	174,933.27
5/31/2011	174,933.27	828.50	706.72	1,535.22	174,226.55
6/30/2011	174,226.55	798.54	736.68	1,535.22	173,489.87
7/31/2011	173,489.87	821.67	713.55	1,535.22	172,776.32
8/31/2011	172,776.32	818.29	716.93	1,535.22	172,059.39
9/30/2011	172,059.39	788.61	746.61	1,535.22	171,312.78
10/31/2011	171,312.78	811.36	723.86	1,535.22	170,588.92
11/30/2011	170,588.92	781.87	753.35	1,535.22	169,835.57
12/31/2011	169,835.57	804.36	730.86	1,535.22	169,104.71
1/31/2012	169,104.71	800.90	734.32	1,535.22	168,370.39
2/29/2012	168,370.39	745.97	789.25	1,535.22	167,581.14
3/31/2012	167,581.14	793.68	741.54	1,535.22	166,839.60
4/30/2012	166,839.60	764.68	770.54	1,535.22	166,069.06
5/31/2012	166,069.06	786.52	748.70	1,535.22	165,320.36
6/30/2012	165,320.36	757.72	777.50	1,535.22	164,542.86
7/31/2012	164,542.86	779.29	755.93	1,535.22	163,786.93
8/31/2012	163,786.93	775.71	759.51	1,535.22	163,027.42
9/30/2012	163,027.42	747.21	788.01	1,535.22	162,239.41
10/31/2012	162,239.41	768.38	766.84	1,535.22	161,472.57
11/30/2012	161,472.57	740.08	795.14	1,535.22	160,677.43
12/31/2012	160,677.43	760.99	774.23	1,535.22	159,903.20
1/31/2013	159,903.20	757.32	777.90	1,535.22	159,125.30
2/28/2013	159,125.30	680.70	854.52	1,535.22	158,270.78
3/31/2013	158,270.78	749.59	785.63	1,535.22	157,485.15
4/30/2013	157,485.15	721.81	813.41	1,535.22	156,671.74
5/31/2013	156,671.74	742.01	793.21	1,535.22	155,878.53
6/30/2013	155,878.53	714.44	820.78	1,535.22	155,057.75
7/31/2013	155,057.75	734.37	800.85	1,535.22	154,256.90
8/31/2013	154,256.90	730.58	804.64	1,535.22	153,452.26
9/30/2013	153,452.26	703.32	831.90	1,535.22	152,620.36
10/31/2013	152,620.36	722.83	812.39	1,535.22	151,807.97
11/30/2013	151,807.97	695.79	839.43	1,535.22	150,968.54
12/31/2013	150,968.54	715.00	820.22	1,535.22	150,148.32
1/31/2014	150,148.32	711.12	824.10	1,535.22	149,324.22
2/28/2014	149,324.22	638.78	896.44	1,535.22	148,427.78
3/31/2014	148,427.78	702.97	832.25	1,535.22	147,595.53
4/30/2014	147,595.53	676.48	858.74	1,535.22	146,736.79
5/31/2014	146,736.79	694.96	840.26	1,535.22	145,896.53

Regal Square

Louisville Housing Authority

GL Account #	GL Bal	New Loan No,	Origination Date	Maturity Date	Minimum Monthly Amount	First Payment Due Date
21192 510	250,000.00	0054266-9003	05/25/99	05/31/14	1,535.22	6/30/99

When making payments distribute the principal amount to account 21192-510
When making payments distribute the interest amount to account 45830-510

Date	Start Bal	Interest Pymt	Principal Payment	Total Payment	Ending Balance
5/25/99	250,000.00				250,000.00
6/30/99	250,000.00	1,336.81	198.41	1,535.22	249,801.59
7/31/99	249,801.59	1,183.09	352.13	1,535.22	249,449.46
8/31/99	249,449.46	1,181.42	353.80	1,535.22	249,095.66
9/30/99	249,095.66	1,141.69	393.53	1,535.22	248,702.13
10/31/99	248,702.13	1,177.88	357.34	1,535.22	248,344.79
11/30/99	248,344.79	1,138.25	396.97	1,535.22	247,947.82
12/31/99	247,947.82	1,174.31	360.91	1,535.22	247,586.91
1/31/00	247,586.91	1,172.60	362.62	1,535.22	247,224.29
2/29/00	247,224.29	1,095.34	439.88	1,535.22	246,784.41
3/31/00	246,784.41	1,168.80	366.42	1,535.22	246,417.99
4/30/00	246,417.99	1,129.42	405.80	1,535.22	246,012.19
5/31/00	246,012.19	1,165.14	370.08	1,535.22	245,642.11
6/30/00	245,642.11	1,125.86	409.36	1,535.22	245,232.75
7/31/00	245,232.75	1,161.45	373.77	1,535.22	244,858.98
8/31/00	244,858.98	1,159.68	375.54	1,535.22	244,483.44
9/30/00	244,483.44	1,120.55	414.67	1,535.22	244,068.77
10/31/00	244,068.77	1,155.94	379.28	1,535.22	243,689.49
11/30/00	243,689.49	1,116.91	418.31	1,535.22	243,271.18
12/31/00	243,271.18	1,152.16	383.06	1,535.22	242,888.12
1/31/01	242,888.12	1,150.35	384.87	1,535.22	242,503.25
2/28/01	242,503.25	1,037.38	497.84	1,535.22	242,005.41
3/31/01	242,005.41	1,146.16	389.06	1,535.22	241,616.35
4/30/01	241,616.35	1,107.41	427.81	1,535.22	241,188.54
5/31/01	241,188.54	1,142.30	392.92	1,535.22	240,795.62
6/30/01	240,795.62	1,103.65	431.57	1,535.22	240,364.05
7/31/01	240,364.05	1,138.39	396.83	1,535.22	239,967.22
8/31/01	239,967.22	1,136.51	398.71	1,535.22	239,568.51
9/30/01	239,568.51	1,098.02	437.20	1,535.22	239,131.31
10/31/01	239,131.31	1,132.55	402.67	1,535.22	238,728.64
11/30/01	238,728.64	1,094.17	441.05	1,535.22	238,287.59
12/31/01	238,287.59	1,128.56	406.66	1,535.22	237,880.93
1/31/02	237,880.93	1,126.63	408.59	1,535.22	237,472.34
2/28/02	237,472.34	1,015.85	519.37	1,535.22	236,952.97
3/31/02	236,952.97	1,122.24	412.98	1,535.22	236,539.99
4/30/02	236,539.99	1,084.14	451.08	1,535.22	236,088.91
5/31/02	236,088.91	1,118.14	417.08	1,535.22	235,671.83
6/30/02	235,671.83	1,080.16	455.06	1,535.22	235,216.77
7/31/02	235,216.77	1,114.01	421.21	1,535.22	234,795.56

510

Regal Square

Louisville Housing Authority

GL Account #	GL Bal	New Loan No,	Origination Date	Maturity Date	Minimum Monthly Amount	First Payment Due Date
21192 510	250,000.00	0054266-9003	05/25/99	05/31/14	1,535.22	6/30/99

When making payments distribute the principal amount to account 21192-510
When making payments distribute the interest amount to account 45830-510

Date	Start Bal	Interest Pymt	Principal Payment	Total Payment	Ending Balance
5/25/99	250,000.00				250,000.00
6/30/99	250,000.00	1,336.81	198.41	1,535.22	249,801.59
7/31/99	249,801.59	1,183.09	352.13	1,535.22	249,449.46
8/31/99	249,449.46	1,181.42	353.80	1,535.22	249,095.66
9/30/99	249,095.66	1,141.69	393.53	1,535.22	248,702.13
10/31/99	248,702.13	1,177.88	357.34	1,535.22	248,344.79
11/30/99	248,344.79	1,138.25	396.97	1,535.22	247,947.82
12/31/99	247,947.82	1,174.31	360.91	1,535.22	247,586.91
1/31/00	247,586.91	1,172.60	362.62	1,535.22	247,224.29
2/29/00	247,224.29	1,095.34	439.88	1,535.22	246,784.41
3/31/00	246,784.41	1,168.80	366.42	1,535.22	246,417.99
4/30/00	246,417.99	1,129.42	405.80	1,535.22	246,012.19
5/31/00	246,012.19	1,165.14	370.08	1,535.22	245,642.11
6/30/00	245,642.11	1,125.86	409.36	1,535.22	245,232.75
7/31/00	245,232.75	1,161.45	373.77	1,535.22	244,858.98
8/31/00	244,858.98	1,159.68	375.54	1,535.22	244,483.44
9/30/00	244,483.44	1,120.55	414.67	1,535.22	244,068.77
10/31/00	244,068.77	1,155.94	379.28	1,535.22	243,689.49
11/30/00	243,689.49	1,116.91	418.31	1,535.22	243,271.18
12/31/00	243,271.18	1,152.16	383.06	1,535.22	242,888.12
1/31/01	242,888.12	1,150.35	384.87	1,535.22	242,503.25
2/28/01	242,503.25	1,037.38	497.84	1,535.22	242,005.41
3/31/01	242,005.41	1,146.16	389.06	1,535.22	241,616.35
4/30/01	241,616.35	1,107.41	427.81	1,535.22	241,188.54
5/31/01	241,188.54	1,142.30	392.92	1,535.22	240,795.62
6/30/01	240,795.62	1,103.65	431.57	1,535.22	240,364.05
7/31/01	240,364.05	1,138.39	396.83	1,535.22	239,967.22
8/31/01	239,967.22	1,136.51	398.71	1,535.22	239,568.51
9/30/01	239,568.51	1,098.02	437.20	1,535.22	239,131.31
10/31/01	239,131.31	1,132.55	402.67	1,535.22	238,728.64
11/30/01	238,728.64	1,094.17	441.05	1,535.22	238,287.59
12/31/01	238,287.59	1,128.56	406.66	1,535.22	237,880.93
1/31/02	237,880.93	1,126.63	408.59	1,535.22	237,472.34
2/28/02	237,472.34	1,015.85	519.37	1,535.22	236,952.97
3/31/02	236,952.97	1,122.24	412.98	1,535.22	236,539.99
4/30/02	236,539.99	1,084.14	451.08	1,535.22	236,088.91
5/31/02	236,088.91	1,118.14	417.08	1,535.22	235,671.83
6/30/02	235,671.83	1,080.16	455.06	1,535.22	235,216.77
7/31/02	235,216.77	1,114.01	421.21	1,535.22	234,795.56

Regal Square

Louisville Housing Authority

Wells Fargo (Formerly Norwest) Bank Loan

GL Account #	GL Bal	New Loan No,	Origination Date	Maturity Date	Minimum Monthly Amount	First Payment Due Date
02-0-000-510-2126.001	250,000.00	0054266-9003	05/25/99	05/31/14	1,535.22	6/30/1999

Amortization Schedule at Inception

Date	Start Bal	Interest Pymt	Principal Payment	Total Payment	Ending Balance
4/30/2003	231,173.19	1,059.54	475.68	1,535.22	230,697.51
5/31/2003	230,697.51	1,092.61	442.61	1,535.22	230,254.90
6/30/2003	230,254.90	1,055.33	479.89	1,535.22	229,775.01
7/31/2003	229,775.01	1,088.24	446.98	1,535.22	229,328.03
8/31/2003	229,328.03	1,086.12	449.10	1,535.22	228,878.93
9/30/2003	228,878.93	1,049.03	486.19	1,535.22	228,392.74
10/31/2003	228,392.74	1,081.69	453.53	1,535.22	227,939.21
11/30/2003	227,939.21	1,044.72	490.50	1,535.22	227,448.71
12/31/2003	227,448.71	1,077.22	458.00	1,535.22	226,990.71
1/31/2004	226,990.71	1,075.05	460.17	1,535.22	226,530.54
2/29/2004	226,530.54	1,003.66	531.56	1,535.22	225,998.98
3/31/2004	225,998.98	1,070.36	464.86	1,535.22	225,534.12
4/30/2004	225,534.12	1,033.70	501.52	1,535.22	225,032.60
5/31/2004	225,032.60	1,065.78	469.44	1,535.22	224,563.16
6/30/2004	224,563.16	1,029.25	505.97	1,535.22	224,057.19
7/31/2004	224,057.19	1,061.16	474.06	1,535.22	223,583.13
8/31/2004	223,583.13	1,058.91	476.31	1,535.22	223,106.82
9/30/2004	223,106.82	1,022.57	512.65	1,535.22	222,594.17
10/31/2004	222,594.17	1,054.23	480.99	1,535.22	222,113.18
11/30/2004	222,113.18	1,018.02	517.20	1,535.22	221,595.98
12/31/2004	221,595.98	1,049.50	485.72	1,535.22	221,110.26
1/31/2005	221,110.26	1,047.20	488.02	1,535.22	220,622.24
2/28/2005	220,622.24	943.77	591.45	1,535.22	220,030.79
3/31/2005	220,030.79	1,042.09	493.13	1,535.22	219,537.66
4/30/2005	219,537.66	1,006.21	529.01	1,535.22	219,008.65
5/31/2005	219,008.65	1,037.25	497.97	1,535.22	218,510.68
6/30/2005	218,510.68	1,001.51	533.71	1,535.22	217,976.97
7/31/2005	217,976.97	1,032.36	502.86	1,535.22	217,474.11
8/31/2005	217,474.11	1,029.98	505.24	1,535.22	216,968.87
9/30/2005	216,968.87	994.44	540.78	1,535.22	216,428.09
10/31/2005	216,428.09	1,025.03	510.19	1,535.22	215,917.90
11/30/2005	215,917.90	989.62	545.60	1,535.22	215,372.30
12/31/2005	215,372.30	1,020.03	515.19	1,535.22	214,857.11
1/31/2006	214,857.11	1,017.59	517.63	1,535.22	214,339.48
2/28/2006	214,339.48	916.90	618.32	1,535.22	213,721.16
3/31/2006	213,721.16	1,012.21	523.01	1,535.22	213,198.15
4/30/2006	213,198.15	977.16	558.06	1,535.22	212,640.09
5/31/2006	212,640.09	1,007.09	528.13	1,535.22	212,111.96
6/30/2006	212,111.96	972.18	563.04	1,535.22	211,548.92
7/31/2006	211,548.92	1,001.92	533.30	1,535.22	211,015.62
8/31/2006	211,015.62	999.39	535.83	1,535.22	210,479.79
9/30/2006	210,479.79	964.70	570.52	1,535.22	209,909.27
10/31/2006	209,909.27	994.15	541.07	1,535.22	209,368.20
11/30/2006	209,368.20	959.60	575.62	1,535.22	208,792.58
12/31/2006	208,792.58	988.86	546.36	1,535.22	208,246.22
1/31/2007	208,246.22	986.28	548.94	1,535.22	207,697.28
2/28/2007	207,697.28	888.48	646.74	1,535.22	207,050.54

2005 Int - 12,169.49
2005 Prin - 6,253.15

2006
Prin
6,610.89
Int
11,811.75

6/9/2004

3:42 PM

360 Day Promissory Note

NORWEST BANK COLORADO, NATIONAL ASSOCIATION				
Bank's Address, City, State & Zip Code 1242 PEARL STREET, BOULDER, CO 80302				
FOR BANK USE ONLY Customer No. 0054266 / Loan No. 9003	Face Amount $250,000.00	Rate (% per year) 5.500 %	Note Date 05/25/1999	Maturity Date 05/31/2014
Maker LOUISVILLE URBAN RENEWAL AND HOUSING AUTHORITY		Home Phone	Business Phone	
Street Address, City, State, Zip Code PO BOX 471 BOULDER, CO. 80306				
Security DEED OF TRUST				

The captions in the boxes above, and the names, dates, amounts and other information therein, are defined terms and are hereby incorporated in the note provisions below.

Maker promises to pay to the order of Bank at Bank's address the Face Amount with interest on the unpaid balance of the Face Amount from the Note Date at the Rate indicated above (based upon a year of 360 days and computed for the actual number of days elapsed). Principal and interest shall be payable as follows:

Principal including interest in the amount of $1,535.22 shall be payable monthly on the last day of each month beginning 06/30/1999. The balance of principal plus accrued interest shall be payable at maturity.

Overdue principal and (to the extent legally enforceable) overdue interest, whether caused by acceleration of maturity or otherwise, shall bear interest at a rate four percentage points above the rate in effect at the time such principal or interest becomes due.

At the option of the holder of this note (the "holder") the unpaid balance of this note plus accrued interest and all other obligations of Maker to the holder, direct or indirect, absolute or contingent, now existing or hereafter arising, shall become immediately due and payable without notice or demand if (a) any payment required by this note is not made when due, or (b) a default or event of default occurs under any loan or security agreement or instrument executed as security for or in connection with this note, or (c) the holder at any time in good faith believes that the prospect of any payment required by this note is impaired, whether or not such belief is caused by any act or failure to act of any Maker or of any endorser, guarantor or accommodation party of or on this note (hereafter collectively referred to as "any other signer").

Maker and any other signer (1) waive presentment, notice of dishonor and protest, (2) assent to any extension of time with respect to any payment due under this note, to any substitution or release of collateral and to the addition or release of any party, and (3) agree that Bank may apply, as Bank elects, any payment received after default to any portion of Maker's obligations hereunder. No waiver of any payment or other right under this note shall operate as a waiver of any other payment or right. Maker and any other signer shall pay all reasonable costs of collection, including attorneys' fees, paid or incurred by the holder in enforcing this note on default.

This note (a) is secured by the Security indicated above, if any, and (b) shall be construed under and governed by the laws of Colorado. If there is more than one Maker, all of the provisions of this note shall apply to each and any of them.

THE ARBITRATION TERMS AND CONDITIONS ON THE BACK OF THIS PAGE ARE A PART OF AND INCORPORATED INTO THIS NOTE.

LOUISVILLE URBAN RENEWAL AND
HOUSING AUTHORITY
BY: _____
JAMES J. LILES, EXECUTIVE DIRECTOR

COPY

EXHIBIT K

PROMISSORY NOTE

(Construction Loan Converting to Term Loan)

$1,843,294 February 25, 1997

1. Borrower's Promise to Pay. FOR VALUE RECEIVED, LINCOLN STREET ELDERLY LIMITED PARTNERSHIP, a Colorado limited partnership ("**Borrower**"), promises to pay to the order of NORWEST BANK COLORADO, NATIONAL ASSOCIATION, a national banking association ("**Payee**"), on or before February 24, 1998 (the "Initial Maturity Date"), the principal sum of One Million Eight Hundred Forty-three Thousand Two Hundred Ninety-four Dollars ($1,843,294), or so much thereof as may be advanced by Payee pursuant to the Construction Loan Agreement (the "**Loan Agreement**"), of even date herewith, between Borrower and Payee.

2. Definitions. Capitalized terms used herein and not defined herein shall have the meaning set forth in the Loan Agreement. The following terms have the following meanings:"

(a) *"Extended Maturity Date"* means the date which is fifteen (15) years after the Term Loan Phase Date.

(b) *"Term Loan Phase"* means the fifteen (15) year term of the Loan commencing on the Term Loan Phase Date and ending on the Extended Maturity Date.

(c) *"Term Loan Phase Date"* means the first day of the first month following the Initial Maturity Date.

3. Interest. The principal sum outstanding from time to time under this Note shall bear interest according to this terms of this Note. Prior to the Term Loan Phase Date, interest will be computed on the basis of a three hundred sixty (360) day year and actual days elapsed, which results in more interest than if a three hundred sixty-five (365) day year were used. Commencing with the Term Loan Phase Date, interest will be computed on the basis of a 360-day year, comprised of twelve 30-day months and the early or late date of making a monthly payment will be disregarded for purposes of allocating the payment between principal and interest. For this purpose, the payment will be treated as though made on the due date.

4. Initial Interest Rate and Payment Terms. Prior to the Term Loan Phase, interest will accrue on the outstanding unpaid balance of the principal amount at such fluctuating rate, adjustable the day of any change in such rate, whether or not Borrower has notice of such change, that is equal to three quarters of one percent (.75%) above the annual rate publicly announced or published from time to time by Norwest Bank Colorado, National Association in Denver, Colorado as its prime rate, which may not be the lowest interest rate charged by such Bank. Interest shall accrue daily, shall be

payable monthly in arrears on the first day of each month commencing March 1, 1997, and at the Initial Maturity Date.

5. Interest Rate and Payment Terms During Term Loan Phase.

(a) If all Term Loan Conditions and Provisions, including reduction of the then outstanding principal balance of the Loan to not more than Nine Hundred Ninety Thousand Dollars ($990,000), have been satisfied before the Initial Maturity Date, Borrower may convert the Loan to the Term Loan Phase as of the Initial Maturity Date.

(b) During the Term Loan Phase, Borrower must pay monthly installments of principal and interest accruing over the extended term, based on a three hundred sixty (360) month amortization schedule, beginning on the Term Loan Phase Date and ending on the Extended Maturity Date. The interest rate in effect during the Term Loan Phase shall be seven and three-quarters percent (7.75%). The first installment during the Term Loan Phase will be due and payable on the first day of the first month following the Term Loan Phase Date and subsequent installments will be due and payable on the first day of each succeeding month thereafter until the Extended Maturity Date, when all remaining unpaid principal, accrued interest and other sums due under this Note are due and payable.

6. Payments. All payments of principal and interest hereof shall be made at Payee's offices at 1242 Pearl Street, Boulder, Colorado 80302, Attention: Sandra L. Zeltins, or at such other place as Payee shall have designated to Borrower in writing. All payments received hereunder shall be applied first to accrued interest as of the date of payment and then to the outstanding principal balance of this Note.

7. Default Rate. Overdue principal, and (to the extent permitted under applicable law) overdue interest, whether caused by acceleration of maturity or otherwise, shall bear interest at such fluctuating rate, adjustable the day of any change in such rate, that is equal to five percentage points above the annual rate publicly announced or published from time to time by Norwest Bank Colorado, National Association in Denver, Colorado as its prime rate, until paid, and shall be payable monthly or, at the option of the holder hereof, on demand.

8. Principal Prepayments. This Note may be prepaid, either in whole or in part, at any time without premium or penalty and without the consent of Payee.

9. Collateral. This Note is secured by, and the holder of this Note is entitled to the benefits of a Deed of Trust to Public Trustee, Security Agreement, Financing Statement and Fixture Filing (the "**Deed of Trust**"), dated of even date herewith, given by Borrower for the benefit of Payee to secure this Note, and by certain other security documents provided for in the Loan Agreement (the Deed of Trust and such other

documents being referred to herein and in the Loan Agreement as, the "**Security Documents**"). Reference is made to the Security Documents for a description of the property covered thereby and the rights, remedies and obligations of the holder hereof in respect thereto.

10. Miscellaneous.

(a) If Borrower fails to pay any amount due under this Note and Payee has to take any action to collect the amount due or to exercise its rights under the Security Documents, including without limitation retaining attorneys for collection of this Note, or if any suit or proceeding is brought for the recovery of all or any part of or for protection of the indebtedness or to foreclose the Deed of Trust or to enforce Payee's rights under the Security Documents, then Borrower agrees to pay on demand all reasonable costs and expenses of any such action to collect, suit or proceeding, or any appeal of any such suit or proceeding, incurred by Payee, including but not limited to the fees and disbursements of Payee's attorneys and their staff.

(b) It is not intended hereby to charge interest at a rate in excess of the maximum rate of interest permitted to be charged to Borrower under applicable law, but if, notwithstanding such intention, interest in excess of the maximum rate shall be paid hereunder, the excess shall be retained by the holder of this Note as additional cash collateral for the payment of the Loan, unless such retention is not permitted by law, in which case the interest rate on this Note shall be adjusted to the maximum permitted under applicable law during the period or periods that the interest rate otherwise provided herein would exceed such rate.

(c) Time is of the essence hereof. In the event of (a) a default in any payment of the principal of or interest on this Note when due and payable, or (b) any other default or event of default (which has not been cured in accordance with the provisions of the Loan Agreement) under the provisions of the Loan Agreement, the Security Documents, or any other Loan Document, then the whole principal sum of this Note plus accrued and all other obligations of Borrower to holder, direct or indirect, absolute or contingent, now existing or hereafter arising, shall, at the option of the holder of this Note become immediately due and payable without notice or demand, and the holder of this Note shall have and may exercise any or all of the rights and remedies provided herein and in the Loan Agreement and the Security Documents, as they may be amended, modified or supplemented from time to time, and under applicable law.

(d) The remedies provided in this Note shall be cumulative, and shall be in addition to any other rights or remedies now or hereafter provided by law or equity. No delay, failure or omission by any holder of this Note, in respect of any default by the Borrower, to exercise any right or remedy shall constitute a waiver of the right to exercise the right or remedy upon any such default or subsequent default.

(e) Borrower and any endorser herein waives presentment, demand, notice of dishonor, notice of acceleration and protest and assents to any extension of time with respect to any payment due under this Note, to any substitution or release of collateral and to the addition or release of any party. No waiver of any payment or other right under this Note shall operate as a waiver of any other payment or right.

(f) This Note may not be changed orally, but only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

(g) If any of the provisions of this Note shall be held to be invalid or unenforceable, the determination of invalidity or unenforceability of any such provision shall not affect the validity or enforceability of any other provision or provisions hereof.

(h) This Note shall be binding upon Borrower and its successors and assigns and shall inure to the benefit of and be enforceable by the Payee and its successors and assigns.

(i) Payee in its sole discretion may transfer this Note and may sell or assign participation or other interests in all or part of the Note, without notice to or consent of Borrower. Notwithstanding the foregoing, Payee will not sell, assign, transfer or convey this Note or any interest herein to Federal National Mortgage Association ("FNMA") or the Federal Home Loan Mortgage Corporation ("Freddie Mac") or include this Note or any interest herein in a pool of loans to be sold, assigned, transferred or conveyed to FNMA or Freddie Mac.

(j) All notices to Borrower expressly required in this Note shall be given in the manner set forth in the Loan Agreement.

(k) At the option of the holder hereof, an action may be brought to enforce this Note in the District Court in and for the City and County of Denver, State of Colorado, or in any other court in which venue and jurisdiction are proper. Borrower and all signers or endorsers hereof consent to such venue and jurisdiction and to service of process under Colorado Revised Statutes (1973) Sections 13-1-124(1)(a) and 13-1-125, in any action commenced to enforce this Note.

(l) This Note shall be construed and enforced in accordance with the laws of the State of Colorado.

11. Limited Recourse

Prior to the commencement of the Term Loan Phase, Borrower and any General Partner of Borrower (but in no event the limited partner(s) of Borrower) are

personally liable for any deficiency in the payment to Payee of any amounts due hereunder and under the Security Documents that may remain following a foreclosure of the Deed of Trust. Subject to the provisions of this Section, and provided that all Term Loan Conditions and Provisions have been satisfied and the Loan converts to the Term Loan Phase, from and after the Term Loan Phase Date, no partner of Borrower shall have personal liability for any amount owing under this Note; but nothing herein shall relieve Borrower of any liability.

IN WITNESS WHEREOF, Borrower has caused this instrument to be executed as of the day and year first above written.

BORROWER:

LINCOLN STREET ELDERLY LIMITED PARTNERSHIP, a Colorado limited partnership

By: Louisville Housing Corporation, a Colorado nonprofit corporation, its general partner

By: _____
Doug Dohman
President

DNVR1:60016965.04
2/24/97 3:33 PM

EXHIBIT L

4

COPY

PROMISSORY NOTE
(LHA-- AHP)

$85,000.00 May 8, 2000

FOR VALUE RECEIVED, The Housing Authority of the City of Louisville, a statutory housing authorities ("Borrower"), promise to pay to the order of the Community First National Bank ("Payee") the principal sum of $85,000, or so much thereof as may not have been forgiven hereunder, without interest. Provided no Event of default (as defined below) has occurred, this Note shall be forgiven in its entirety by the anniversary date of this Note in the year 2015.

The Loan from Payee to Borrower evidenced by this Note is being made pursuant to Federal Home Loan Bank Affordable Housing Program. The proceeds of the Loan are being loaned by the Payee to East Street, LP, a Colorado Limited Partnership (the "Owner") to help finance the construction of a 17-unit affordable housing development in Louisville, Colorado (the "Property"). The occurrence of any of the following shall constitute an event of default ("Event of Default") under this Note: (i) the failure of the Borrower to maintain the Property as low-income housing (as required by the Agreement Concerning AHP Loan dated the date hereof between the Borrower and the Payee and the Owner (the "AHP Agreement")) at any time between the date hereof and the 15th anniversary of that date, and to cure any such failure within 180 days following notice from Payee; (ii) the leasing of apartment units included in the Property at annual rents representing at the time of initial occupancy the following: 100 percent of the units (17) at between 0% - 50% of the tenant household's annual median income; (iii) the sale of the Property on terms that do not require the purchaser to continue to observe the low-income housing requirements identified in the AHP Agreement; or (iv) the failure of the Owner or the Borrower to deliver to the Payee all reports required in connection with the Property under the AHP Monitoring and Reporting Procedures, as amended from time to time. Upon the occurrence of an Event of Default, the Payee may by notice to Borrower, at Payee's option, declare the entire balance of this Note to be due on a date no earlier than ten business days from the date of such notice.

All payments shall be made at Payee's offices at 890 West Cherry Street, Louisville, Colorado 80027, or at such other place as Payee shall have designed to Borrower in writing. All payments received hereunder shall be applied first to accrued interest (if any) as of the date of payment and then to the outstanding principal balance of this Note.

Overdue principal, whether caused by acceleration of maturity or otherwise, shall bear interest at a rate equal to twelve percent per annum from the date due until paid, and shall be payable monthly or, at the option of the holder hereof, on demand.

This Note may be prepaid, either in whole or in part at any time without premium or penalty and without the prior consent of the holder hereof.

This Note is secured by, and the holder of this Note is entitled to the benefits of a Collateral Assignment of Note and Deed of Trust (the "Collateral Assignment"), of even date herewith, given by Borrower for the benefit of Payee to secure this Note. Reference is made to the Collateral Assignment for a description of the property covered thereby and the rights, remedies and obligations of the holder hereof in respect thereto.

Time is of the essence hereof. In the event of any Event of Default that is not cured within any applicable cure periods, then the whole principal sum of this Note (plus accrued interest, if any) and all other obligations of Borrower to holder, direct or indirect, absolute or contingent, now existing of hereafter arising, shall, at the option of the holder of this Note, become immediately due and payable without notice or demand, and holder of this Note shall have and may exercise any or all of the rights and remedies provided herein and in the Collateral Assignment, as they may be amended, modified or supplemented from time to time, and under applicable law.

If Borrower fails to pay any amount due under the Note and Payee has to take any action to collect the amount due or to exercise its rights under the Collateral Assignment, including, without limitation, retaining attorneys for collection of this Note, or if any suit or proceeding is brought for the recovery of all or any part of or

for protection of the indebtedness or to exercise its rights under the Collateral Assignment, the Borrower agrees to pay on demand all costs and expenses of any such action to collect, suit or proceeding, or any appeal of any such suit or proceeding, incurred by Payee, including, but not limited to the fees and disbursements of Payee's attorneys and their staff.

Borrower waives presentment, notice of dishonor, notice of acceleration and protest, and assents to any extension of time with respect to any payment due under this Note, to any substitution or release of collateral and to the addition or release of any party. No waiver of any payment or other right under this Note shall operate as a waiver of any other payment or right.

If any provision in this Note shall be held invalid, illegal or unenforceable in any jurisdiction, the validity, legality or enforceability of any defective provisions shall not be in any way affected or impaired in any other jurisdiction.

No delay or failure of the holder of this Note in the exercise of any right or remedy provided for hereunder shall be deemed a waiver of such right by the holder hereof, and no exercise of any right or remedy shall be deemed a waiver of any other right or remedy that the holder may have.

Neither Borrower, any partner, or affiliate or Borrower or any third party shall have any personal liability for any amounts owing under this Note, and in the event of any default under this Note the Payee shall look solely to the property covered by the Collateral Assignment and shall not be entitled to seek any deficiency from Borrower, or any partner, or affiliate of Borrower, or any third person.

All notices to Borrower given hereunder shall be in writing, shall be had delivered or sent by overnight courier of by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

Housing Authority of the City of Louisville
c/o Boulder County Housing Authority
PO Box 471
Boulder, Colorado 80306

Any such notice shall be deemed effective when hand delivered, or one day after timely delivery to an overnight courier for next day delivery to Borrower (as evidenced by a receipt from the overnight courier), or three days after notice is deposited with the US Postal Service.

At the option of the holder hereof, an action may be brought to enforce this Note in the District Court in and for the Boulder County, State of Colorado or in any other court in which venue and jurisdiction are proper. Borrower and all signers or endorsers hereof consent to venue and jurisdiction in the District Court in and for Boulder County, State of Colorado and to service of Process under Sections 13-1-124(1)(a) and 12-1-125, Colorado Revised Statutes (1973), as amended in any action commenced to enforce this Note.

This Note is to be governed by and construed according to the laws of the State of Colorado.

THE HOUSING AUTHORITY OF THE CITY OF LOUISVILLE, a statutory housing authority

By: _____
Name: James J. Liles
Title: Executive Director

EXHIBIT M

Legal Description

East Street Property

The following property located in the Southeast Quarter of the Southeast Quarter of Section 8, Township 1 South, Range 69 West:

Lot 3, Lombardi Subdivision,
according to the plat recorded November 18, 1983 under Reception No. 588946,
County of Boulder, State of Colorado

Also known as 401 East Street, City of Louisville, State of Colorado

EXHIBIT N

PROMISSORY NOTE

$1,418,993.00

July 26, 2000
Denver, Colorado

FOR VALUE RECEIVED, the undersigned (hereinafter referred to as "Borrower") promises to pay to the order of U.S. Bank National Association, its successors and assigns (hereinafter referred to as "Lender"), the principal sum of One Million Four Hundred Eighteen Thousand Nine Hundred Ninety-three and No/100ths Dollars ($1,418,993.00) in accordance with the terms set forth below:

I. **Definitions**.

A. **Construction Loan Period**. The term "Construction Loan Period" shall mean that time period commencing on the date of this Promissory Note and concluding on or before July 26, 2001. Borrower's obligation to complete certain improvements on or before said date is set forth in a certain agreement of even date herewith referred to as the Construction Loan Agreement, which agreement shall control the respective rights and obligations of Borrower and Lender regarding the construction of improvements and disbursement of the proceeds of this Promissory Note.

B. **Permanent Loan Period**. The term "Permanent Loan Period" shall mean that time period commencing on the day following the conclusion of the Construction Loan Period ("Conversion Date") and concluding and including the final maturity date of this Promissory Note as more fully set forth hereinafter.

II. **Construction Loan Period**.

During the Construction Loan Period and any extension thereof, the principal sum of this Promissory Note actually advanced at any given time shall bear interest from the date hereof at a fluctuating rate per annum equal at all times to the LIBOR Rate plus 250 basis points, as said LIBOR Rate is defined on Exhibit A attached hereto and incorporated herein by reference. Construction Loan Period interest shall be due and payable monthly by Borrower, which amounts may be advanced from an interest reserve established with Lender in accordance with the Construction Loan Agreement. Construction Loan Period interest payments shall be due on the 26th day of August, 2000, and on the same day of each successive month, with the final Construction Loan Period interest payment due on July 26, 2001, or on the expiration of any Construction Loan Period extension.

III. **Permanent Loan Period**.

A. Upon the expiration of the Construction Loan Period, the Note amount shall be reduced to an amount not to exceed the lesser of (a) $1,100,000, or (b) 80% of the appraised value (based on real estate market value only) of the completed Project, or (c) 40% of the total Project cost, or (d) an amount that may be supported by the Property at a 1.10 Debt Service Coverage Ratio (DSCR) for the first two years following stabilization, which amount shall be converted to the Permanent Loan Period. During the Permanent Loan Period the outstanding balance of the Loan shall bear interest at a fixed rate equal to 8.17% per annum if said Permanent Loan Period begins on or before April 1, 2001, the expiration date of the lock-in rate provided by Lender to Borrower. If the Permanent Loan Period commences subsequent to April 1, 2001, the Lender may or may not offer the Borrower the same fixed rate for the Permanent Loan Period, in its sole discretion.

Borrower's
Initials

B. The principal balance of the Note as of the commencement date of the Permanent Loan Period shall be amortized over three hundred sixty (360) months, and shall be paid in equal monthly installments of principal and accrued interest on the first day of each month commencing on the first day of the first month following the Conversion Date, and continuing thereafter through a date 16 years from the Conversion Date, but in no event later than July 26, 2017, when the entire outstanding principal balance and accrued interest thereon shall be due and payable in full (the "Maturity Date"). All payments on this Note shall be applied by Bank first to interest and then to principal.

C. From and after conversion to the Permanent Loan Period, the obligations evidenced hereby shall be non-recourse and neither Borrower nor any of its general and limited partners shall have any personal liability for repayment of any amounts due hereunder. From and after conversion to the Permanent Loan Period, the sole recourse of Bank in the event of the entry of a judgment for repayment of the amounts due hereunder shall be the exercise of its rights against the collateral given as security for the indebtedness, including, but not limited to, foreclosure of the Improvements and real property as described in the Deed of Trust, Assignment of Leases, Rents, and Profits, any Security Agreement and Fixture Financing Statement of even date.

IV. Conversion Conditions.

Before the Construction Loan Period shall terminate and the Permanent Loan Period commence, Borrower shall comply with the following requirements, except paragraph C. which shall be complied with as set forth therein:

A. Borrower shall provide a Final Certificate of Occupancy from the appropriate governmental authority evidencing that the Improvements as defined in the Loan Agreement were built in compliance with all applicable building codes, pursuant to approved plans and specifications and free and clear of mechanics' liens.

B. Borrower shall execute any additional documentation reasonably required by Bank, including, but not limited to, a Modification Agreement evidencing compliance with these conditions and conversion to the Permanent Loan Period which Modification Agreement may be recorded in the records of the Clerk and Recorder for Boulder County, Colorado.

C. Bank shall receive a date-down of the policy of title insurance or a new title insurance policy and current endorsements insuring the lien of the deed of trust to be in a first lien position subject only to those exceptions acceptable to Bank in its sole discretion, which title insurance shall be issued no later than 120 days after the date of conversion to the Permanent Loan Period hereunder. Any costs incurred shall be paid for by Borrower. In the event acceptable title insurance is not able to be given on or before 120 days from conversion to the Permanent Loan Period, Bank may, in its sole discretion, declare a default hereunder and call this Note immediately due and payable.

D. Borrower shall have suffered no material adverse change in financial condition since the date hereof.

E. Borrower shall provide any and all other documentation Bank may reasonably request to evidence completion of the construction project in conformance with the plans and specifications and to assure Bank that its loan during the Permanent Loan Period as defined herein is secured by a deed of trust in a first lien position.

Borrower's Initials

F. Borrower shall have complied with the conditions in the Partnership Agreement for disbursement of $135,264.00 and $366,993.00 to Lender to be applied to the reduction of the Construction Loan. Any additional amounts needed to reduce the principal outstanding balance of the Construction Loan to the Permanent Loan Amount shall have been forwarded to Lender for application to the outstanding balance on the Construction Loan.

G. The Project shall have achieved a minimum 1.00X Debt Service Coverage Ratio for three months prior to the Conversion Date.

H. Borrower shall provide to Lender a certified current rent roll at conversion and any time thereafter as Lender may reasonably request.

I. Borrower shall provide a copy of the executed Management Agreement(s) to Lender in a form and with a company acceptable to Lender and approved by the limited partner.

J. Borrower shall provide a copy of the final Tax Opinion rendered in connection with the tax credits described in the Partnership Agreement rendered to the Borrower's limited partner.

K. Borrower shall provide a copy of the regulatory agreement(s) executed in connection with issuance of the tax credits.

L. Borrower shall establish and fund a Replacement Reserve Account with Lender in accordance with the terms of the Partnership Agreement but in no event for an amount less than $16.67 per unit per month beginning four months from the date of issuance of the certificate of occupancy for the rental units..

M. Borrower shall establish an account with Lender in its name for all security deposits received from tenants in the Project and deposit all such amounts in said account ("Security Deposit Account").

N. Borrower shall establish and fund an Operating Reserve Account with Lender in accordance with the terms of the Partnership Agreement in an amount not less than $48,000.00.

O. Borrower shall deposit an amount equal to one-twelfth of the annual taxes due and annual insurance premium for the Property on a monthly basis into an account at Lender's offices, which account shall be in Borrower's name and under Borrower's control. Borrower shall pay all taxes and insurance premiums for the Property from this account.

P. Completion of the paving of East Street by the City of Louisville sufficient to meet municipality requirements and commitment to make any repairs required, and assumption and dedication of the street as necessary to evidence City of Louisville's responsibility for maintenance of the street.

No default shall exist under the terms of this Promissory Note, the Deed of Trust or the Loan Agreement securing the Note, or under the terms of any other loan between Borrower and Bank. In the event the terms and conditions for conversion are not met, all amounts due under the terms of this Note, and the Loan Agreement and Deed of Trust shall be due on July 26, 2001.

V. Prepayment.

Upon commencement of interest accrual at a fixed rate, the Borrower acknowledges and agrees as follows: (i) the Borrower has no right to prepay the principal of this Note without the Lender's consent, which the Lender will grant only on the terms and subject to the conditions

Borrower's Initials

hereinafter provided; (ii) the Lender will be harmed by reason of any prepayment of the principal of this Note at a time when interest rates have declined below the levels prevailing at the time the existing interest rate was established, because any reinvestment of the prepaid funds at the lower rates prevailing at the time of prepayment will produce a lower return to the Lender; (iii) there is no readily available index of rates payable on loans such as that from the Lender to the Borrower, nor any assurance that the Lender could replace the loan with a similar loan; and (iv) changes in the yields on U.S. government securities provide a reasonable approximation for changes in interest rates generally.

To induce the Lender to agree to accept voluntary prepayments, the Borrower agrees to pay the Lender a prepayment indemnity as described herein upon any prepayment, whether voluntary, mandatory or upon acceleration of the principal of this Note, and agrees to all of the other terms of prepayment herein.

As used herein, the following terms have the meanings assigned to them:

"Average Initial Maturity Period" means the weighted average time from the Base Date to the next Interest Change Date following the prepayment date or, if none, the scheduled maturity of this Note. Average Initial Maturity Period shall be computed by multiplying the dollar amount of each installment of principal of this Note during the applicable Time Period by the number of days from the Base Date until the earlier of the scheduled maturity of that installment or the next Interest Change Date (if any) following the prepayment date, adding together the resulting products and dividing the resulting sum by the total dollar amount of principal payable during the applicable Time Period.

"Average Remaining Maturity Period" means the weighted average time from the prepayment date to the earlier of the scheduled maturity of the amount prepaid or the next Interest Change Date (if any). Average Remaining Maturity Period shall be computed by multiplying the dollar amount of each installment of principal prepaid by the number of days from the prepayment date until the earlier of the scheduled maturity of that installment or the next Interest Change Date (if any) following the prepayment date, adding together the resulting products and dividing the resulting sum by the total dollar amount of principal being prepaid.

"Base Date" means the date on which the interest rate on the Note, as in effect on the date of prepayment, was established.

"Government Yield " means the annual yield (converted as necessary to the equivalent semi-annual compound rate) on a U.S. Treasury security having a maturity date closest to the date computed by adding (i) for the Government Yield as of the Base Date, the Average Initial Maturity Period to the Base Date or (ii) for the Government Yield as of the prepayment date, the Average Remaining Maturity Period to the date of prepayment, as published in The Wall Street Journal (or, if not so published, as determined by the Lender based on quotations by secondary market dealers selected by the Lender). "U.S. Treasury securities" means actively traded U.S. Treasury bonds, bills and notes. If more than one issue of U.S. Treasury securities is scheduled to mature at or about the time of such computed date, then to the extent possible the U.S. Treasury security trading closest to its par value will be chosen as the basis of the Government Yield.

"Interest Change Date" means the date of any regularly scheduled adjustment in the interest rate on the Note.

"Interest Differential" means the Government Yield as of the Base Date minus the Government Yield as of the prepayment date.

Borrower's Initials

"Time Period" means the time period from the Base Date to the next Interest Change Date following the prepayment date or, if none, the scheduled maturity date of the Note.

Any voluntary prepayment under this Note shall be either in the full amount of the outstanding loans under this Note or, if a partial prepayment, in the amount of $100,000 or an integral multiple thereof, and partial prepayments shall be applied to installments due under this Note in inverse order of their maturities. If, at the time of any prepayment (whether voluntary, mandatory or upon acceleration of the principal of this Note), the Interest Differential shall exceed zero, such prepayment shall be accompanied by payment of a prepayment indemnity. The amount of the prepayment indemnity shall equal the present value (determined by the Lender using the Government Yield as of the date of prepayment as the discount factor) on the prepayment date of a stream of equal monthly payments in number equal to the number of whole months (using a thirty-day month) in the Average Remaining Maturity Period. The amount of each such monthly payment shall equal the quotient obtained by dividing (a) the product of the amount prepaid, times the Interest Differential, times a fraction, the numerator of which is the number of days in the Average Remaining Maturity Period and the denominator of which is 360, by (b) the number of whole months (using a thirty-day month) in the Average Remaining Maturity Period.

VI. Security.

This Promissory Note is secured by a Deed of Trust, Assignment of Leases, Rents, and Profits, any Security Agreement, Assignments of Plans and Specifications and General Contractor's Contract, and one or more Financing Statements of even date ("Security Instruments"). The Deed of Trust shall encumber real property more specifically described therein and located in Boulder County, Colorado.

VII. Default, Acceleration and Collection.

A. If Borrower fails to pay any amount on this Promissory Note when due and such failure shall continue for a period of thirty (30) days after the due date thereof or Borrower's failure to perform any of the conditions, terms or covenants of this Promissory Note or of the Security Instruments which failure to perform is not cured within thirty (30) days after written notice thereof from Lender to Borrower, and if such failure cannot be cured within said period, if Borrower does not commence to cure such failure within said thirty (30) day period and diligently pursue the same to completion (the aforedescribed failures after the expiration of the enumerated cure periods being referred to herein and in the Security Instruments as "default"), then the entire amount due hereunder may at the option of Lender, become at once due and payable without further notice.

B. In the event that this Promissory Note is placed in the hands of an attorney (including an in-house attorney) for collection (whether or not a foreclosure or a collection proceeding is in fact filed); or Lender becomes involved in any suit, claim, action, or proceeding which may involve or affect the real property or personal property described in the Security Instruments or in any suit, claim, action, or proceeding which may in any way involve or affect this Promissory Note or the Security Instruments, Borrower agrees to pay upon demand all reasonable and necessary costs and expenses of such suit or proceeding which are incurred by Lender, including all reasonable attorney fees, and in-house attorney fees and costs.

VIII. General Provisions.

A. Each payment shall be applied first to the payment of late charges, if any, then to interest and the balance, if any, shall be applied to the reduction of principal. In the event of the failure to make any monthly payment of principal and interest on or before the thirtieth (30th) day of

Borrower's Initials

the month, Borrower will pay Lender an additional charge equal to five percent (5%) of the aggregate amount of principal and interest included in the delinquent payment.

B. In the event of a default under the terms of this Promissory Note or under the terms of the Security Instruments, interest shall be payable under the terms of this Promissory Note from the date upon which the default first occurred, at the rate of five percent (5%) per annum plus the interest rate otherwise in effect for this Promissory Note at the time of such default ("Default Rate").

C. Non-default interest shall be calculated on the unpaid principal balance on the basis of actual days elapsed and a 360-day year with accruals daily. Default interest shall be calculated on the unpaid principal balance at the Default Rate, on the basis of a 360-day year, with accruals daily.

D. Payments are to be paid in lawful money of the United States of America at the offices of U.S. Bank National Association, 918 Seventeenth Street, Denver, Colorado 80202, or at such other places as Lender may from time to time designate in writing.

E. The makers, guarantors and endorsers hereof, jointly and severally, waive presentment, protest and demand, notice of protest, demand and dishonor and nonpayment of this Promissory Note. The makers, guarantors and endorsers hereof, and all others who may become liable for any part of this obligation, hereby consent to any number of renewals or extensions of time for payment hereof. Any such renewals or extensions may be made without notice to any of said parties without in any way relieving or affecting their liability hereunder.

F. The captions, letters and numbers used herein are for convenience only and shall in no way change, alter or amend the meaning of the provisions of this Promissory Note.

G. The laws of the State of Colorado shall govern the interpretation, construction and enforcement of this Promissory Note and the Security Instruments. The courts of the State of Colorado shall be the forum within which any and all issues of fact and law concerning the Promissory Note and Security Instruments shall be resolved. Borrower hereby consents to and confers jurisdiction over Borrower to the Colorado courts.

H. Enforcement by Lender of this Promissory Note, or any term or provision of this Promissory Note or of the Security Instruments, shall not constitute an election of remedies by Lender, so as to preclude the exercise of any other remedy available to Lender. No delay on the part of Lender in the exercise of any power or right under this Promissory Note or any Security Instrument shall operate as a waiver thereof. No waiver, expressed or implied, of any provision of this Promissory Note or of the Security Instruments shall be deemed to constitute a continuing waiver of such provision nor a waiver of any other provision. Acceptance by Lender of all or any portion of a delinquent payment due under this Promissory Note shall not constitute a waiver of any default, unless such waiver is in writing and signed by the Lender.

I. In the event any one or more of the provisions of this Promissory Note for any reason shall be held to be invalid, illegal or unenforceable, in whole or in part, or in any respect, or in the event that any one or more of the provisions of this Promissory Note operate or would operate prospectively to invalidate this Promissory Note, then and in any of those events, such provision or provisions only shall be deemed null and void and shall not affect any other provision of this Promissory Note, and the remaining provisions of this Promissory Note shall remain operative and in full force and effect and shall in no way be affected, prejudiced or disturbed thereby.

IX. **Jury Waiver.**

Borrower's Initials

IT IS MUTUALLY AGREED THAT BORROWER AND LENDER EACH HEREBY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM BROUGHT BY BORROWER OR LENDER ON ANY MATTER WHATSOEVER ARISING OUT OF, OR IN ANY WAY RELATING TO, THIS PROMISSORY NOTE OR THE INDEBTEDNESS DUE HEREUNDER, THE SECURITY INSTRUMENTS, THE PROPERTY PLEDGED OR ENCUMBERED UNDER THE SECURITY INSTRUMENTS, THE NEGOTIATION, CLOSING, ADMINISTRATION, PROCESSING OR SUPERVISION OF THE LOAN EVIDENCED BY THIS PROMISSORY NOTE AND THE SECURITY INSTRUMENTS, OR ANY MODIFICATION, EXTENSION OR RENEWAL OF THIS PROMISSORY NOTE.

IN WITNESS WHEREOF, the undersigned have executed this Promissory Note the day and year above written.

BORROWER:

EAST STREET, LP
a Colorado limited partnership

By: Louisville Housing Authority,
a Colorado statutory housing authority,
as General Partner

By: James J. Liles
Name: James J. Liles
Title: Secretary

COPY

Borrower's Initials

h:\chshear\eastnt.doc
7/31/00

EXHIBIT A

[Interest Rate - Daily Reset, One-Month Reserve Adjusted LIBOR Rate]

This Exhibit A contains provisions expressly incorporated into that certain promissory note (the "Note") dated July 26, 2000 in the original principal amount of $1,418,993 executed by East Street, L.P., a Colorado limited partnership (the "Borrower") and payable to the order of U.S. Bank National Association (the "Bank"). In the event of any inconsistency between the provisions of this Exhibit A and the terms of the Note, the terms of this Exhibit A shall control.

1. Definitions. Unless otherwise defined in the Note, capitalized terms shall have the following meanings:

"**Board**": The Board of Governors of the Federal Reserve System.

"**Business Day**": Any day of the year on which the Bank's main Denver office is open for carrying on substantially all of its business and which is also a day for trading by and between banks in United States dollar deposits in the interbank Eurodollar market and a day on which banks are open for business in New York City.

"**Eurocurrency Reserve Rate**": A percentage equal to the daily average during the applicable Interest Period of the aggregate maximum reserve requirements (including all basic, supplemental, marginal and other reserves), as specified under Regulation D of the Board, or any other applicable regulation that prescribes reserve requirements applicable to Eurocurrency liabilities (as presently defined in Regulation D) or applicable to extensions of credit by member banks the rate of interest on which is determined with regard to rates applicable to Eurocurrency liabilities. Without limiting the generality of the foregoing, the Eurocurrency Reserve Rate shall reflect any reserves required to be maintained by the Bank against (i) any category of liabilities that includes deposits by reference to which the LIBOR Rate is to be determined, or (ii) any category of extensions of credit or other assets that includes loans or advances having an interest rate based upon the LIBOR Rate. Any LIBOR Rate Advance shall be deemed to be "Eurocurrency liability" as defined in Regulation D of the Board.

"**Interest Period**": One (1) month.

"**LIBOR Rate**": The offered rate for deposits in United States Dollars (rounded upwards, if necessary, to the nearest 1/100th of 1%) for delivery of such deposits in two Business Days for the applicable Interest Period, which appears on the Reuters Screen LIBO Page as of 11:00 a.m., London time. If at least two rates appear on the Reuters Screen LIBO page, the rate for such Interest Period shall be the arithmetic mean of such rates (rounded to the nearest 1/100th). If fewer than two rates appear, the rate for such Interest Period shall be determined by the Bank based on rates offered to banks for United States Dollar deposits in the interbank Eurodollar market. "Reuters Screen LIBO Page" means the display designated as page "LIBO" on the Reuters Monitor Money Rates Service (or such other page as may replace the LIBO Page on that service for the purpose of displaying London interbank offered rates of major banks for United States Dollar deposits).

"**Reference Rate**": The per annum interest rate publicly announced from time to time as such by or on behalf of the Bank, which is not necessarily the lowest rate charged by the Bank; and the Bank may lend to its customers at per annum rates that are at, above or below the Reference Rate. The Reference Rate shall be adjusted automatically from time to time simultaneously with any change in the Reference Rate.

Borrower's Initials

"**Reserve Adjusted LIBOR Rate**": The rate per annum (rounded to the nearest 1/100th) equal to the rate obtained by dividing (a) the LIBOR Rate for the first day of the applicable Interest Period, by (b) a percentage equal to 1.00 minus the Eurocurrency Reserve Rate. The Reserve Adjusted LIBOR Rate as to any LIBOR Rate Advance then outstanding shall be adjusted automatically on and after the date as to which any change in the reserve requirement percentage referred to above is published by the Board (or any successor thereto), regardless of whether such change falls within an existing Interest Period.

2. Interest Rate Not Ascertainable. If the Bank determines (which determination will be binding on the Borrower) that adequate and reasonable means do not exist for determining the LIBOR Rate, the interest rate index applicable to the Note shall automatically convert to the Reference Rate and the Note shall bear interest at the Reference Rate in effect from time to time.

Borrower's Initials

EXHIBIT O

COPY

PROMISSORY NOTE
(LHA -- ES, LP)

$85,000.00

May 8, 2000

FOR VALUE RECEIVED, East Street, LP, a Colorado limited partnership ("Borrower"), promises to pay to the order of The Housing Authority of the City of Louisville, statutory housing authorities ("Payee") the principal sum of $85,000 together with interest on the outstanding unpaid balance of such principal amount at the annual rate, compounded annually, equal to one percent (1%) from the date hereof until paid. Interest shall accrue daily, shall be payable in arrears at the maturity of this Note and shall be calculated on the basis of a 365-day year and the actual number of days elapsed. Principal and accrued interest shall be due on the later of six months after retirement of the principal and interest on the first mortgage loan secured by the property securing this Note or December 31, 2015.

All payments of principal and interest hereof shall be made at Payee's offices at c/o Boulder County Housing Authority, P.O.Box 471, Boulder, Colorado 80306 or at such other place as Payee shall have designed to Borrower in writing. All payments received hereunder shall be applied first to accrued interest as of the date of payment and then to the outstanding principal balance of this Note.

Overdue principal, whether caused by acceleration of maturity or otherwise, shall bear interest at a rate equal to twelve percent per annum from the date due until paid, and shall be payable monthly or, at the option of the holder hereof, on demand.

This Note may be prepaid, either in whole or in part at any time without premium or penalty and without the prior consent of the holder hereof.

It is not intended hereby to charge interest at a rate in excess of the maximum rate of interest that Payee may charge to Borrower under applicable usury and other laws, but if, notwithstanding, interest in excess of such rate shall be paid hereunder, the excess shall be retained by the holder of this Note as additional cash collateral for the payment of the Loan, unless such retention is not permitted by law, in which case the interest rate on this Note shall be adjusted to the maximum permitted under applicable law during the period or periods that the interest rate otherwise provided herein would exceed such rate.

This Note is secured by, and the holder of the Note is entitled to the benefits of a Second Deed of Trust (the "Deed of Trust"), of even date herewith, given by Borrower for the benefit of Payee to secure this Note. Reference is made to the Deed of Trust for a description of the property covered thereby and the rights, remedies and obligations of the holder hereof in respect thereto.

The original principal amount of this Note represents and equals the original principal amount (but note the payment or other terms) of a promissory note dated of even date herewith (the "AHP Note") executed by Payee, payable to the order of Community First National Bank ("CFNB") and secured by a Collateral Assignment of this Note and the Deed of Trust (the "Collateral Assignment"). Borrower covenants and agrees that an Event of Default under the AHP Note shall constitute an event of default under this Note, and that Borrower will comply with and perform all the terms and covenants of Payee under the AHP Note and the Collateral Assignment (collectively, the "AHP Documents") except for any payments of principal or interest due thereunder, which Payee agrees and shall continue to be obligated to make. If Payee fails to make any such payment when due, Borrower shall have the right to make the payment required to cure such default directly to CFNB, and shall be entitled to full credit for all such payments against amounts otherwise due to Payee under this Note. Notwithstanding the foregoing, Borrower shall not be deemed in default under this Note for failure to comply with or perform any term of covenant of the AHP Documents unless such failure results in a default, the effect of which is to require a payment by Payee of principal, pursuant to the AHP Documents. Prior to making any payments otherwise due at

maturity of this Note, Borrower may either (i) as a condition to payment hereunder, require a certificate from the payee of the AHP Note that the AHP Note and the lien securing such note have been paid and discharged or (ii) make such payments to the payee of the AHP Note as are necessary to discharge such note and the lien securing it. All amounts so paid shall be applied as a credit against amounts owing under this Note.

Time is of the essence hereof, in the event of (a) any default in any payment of the principal of or interest on this Note when due and payable that is not cured within five days after the date on which the payment is due and payable or (b) any default or event of default under the provisions of the Deed of Trust, that is not cured within any applicable cure periods set forth therein, then the whole principal sum of this Note plus accrued interest and all other obligations of Borrower to holder, direct or indirect, absolute or contingent, now existing of hereafter arising, shall, at the option of the holder of this Note, become immediately due and payable without notice or demand, and holder of this Note shall have and may exercise any or all of the rights and remedies provided herein and in the Deed of Trust, as they may be amended, modified or supplemented from time to time, and under applicable law.

If Borrower fails to pay any amount due under this Note and Payee has to take any action to collect the amount due or to exercise its rights under the Deed of Trust, including, without limitation, retaining attorneys for collection of this Note, or if any suit or proceeding is brought for the recovery of all or any part of or for protection of the indebtedness or to foreclose the Deed of Trust, then the Borrower agrees to pay on demand all costs and expenses of any such action to collect, suit or proceeding, or any appeal of any such suit or proceeding, incurred by Payee, including, but not limited to the fees and disbursements of Payee's attorneys and their staff.

Borrower waives presentment, notice of dishonor, notice of acceleration and protest, and assents to any extension of time with respect to any payment due under this Note, to any substitution or release of collateral and to the addition or release of any party. No waiver of any payment or other right under this Note shall operate as a waiver of any other payment or right.

If any provision in this Note shall be held invalid, illegal or unenforceable in any jurisdiction, the validity, legality or enforceability of any defective provisions shall not be in any way affected or impaired in any other jurisdiction. No delay or failure of the holder of this Note in the exercise of any right or remedy provided for hereunder shall be deemed a waiver of such right by the holder hereof, and no exercise of any right or remedy shall be deemed a waiver of any other right or remedy that the holder may have.

Neither Borrower, any partner, or affiliate or Borrower or any third party shall have any personal liability for any amounts owing under this Note, and int eh event of any default under this Note the Payee shall look solely to the property covered by the Collateral Assignment and shall not be entitled to seek any deficiency from Borrower, or any partner, or affiliate of Borrower, or any third person.

All notices to Borrower given hereunder shall be in writing, shall be had delivered or sent by overnight courier of by certified or registered mail, return receipt requested, postage prepaid, addressed as follows:

East Street, LP
c/o Boulder County Housing Authority
PO Box 471
Boulder, Colorado 80306

Any such notice shall be deemed effective when hand delivered, or one day after timely delivery to an overnight courier for next day delivery to Borrower (as evidenced by a receipt from the overnight courier), or three days after notice is deposited with the US Postal Service.

Notwithstanding anything to the contrary contained in this Note, neither the Note nor any portion thereof or any interest therein shall be sold or conveyed by the Beneficiary to the Federal National Mortgage

Association ("FNMA") or the Federal Home Loan Mortgage Corporation ("Freddie Mac") nor shall the Loan (or any portion thereof or any interest therein) be included by the Payee in any pool of loans to be sold or transferred to FNMA or Freddie Mac.

At the option of the holder hereof, an action may be brought to enforce this Note in the District Court in and for the Boulder County, State of Colorado or in any other court in which venue and jurisdiction are proper. Borrower and all signers or endorsers hereof consent to venue and jurisdiction in the District Court in and for Boulder County, State of Colorado and to service of Process under Sections 13-1-124(1)(a) and 12-1-125, Colorado Revised Statutes (1973), as amended in any action commenced to enforce this Note.

This Note is to be governed by and construed according to the laws of the State of Colorado.

EAST STREET, LP, a Colorado Limited Partnership

By: LOUISVILLE HOUSING CORPORATION
a Colorado corporation, as General Partner

By: _____
Name: Braham Sharma
Title: President

EXHIBIT P

THIRD PROMISSORY NOTE
(Housing Authority of the City of Louisville to East Street LP)

$316,370 June 1, 2000
Boulder, Colorado

East Street Limited Partnership, a Colorado limited partnership ("Borrower"), promises to pay to the order of Housing Authority of the City of Louisville, a Colorado housing authority, the sum of Three Hundred Sixteen Thousand Three Hundred Seventy Dollars ($316,370), together with simple interest from the date of the advance at the rate of one and one-half percent (1.5%) per annum, as set forth herein.

1. Payments of Interest. Interest accrued on the Note shall be paid each year, starting with calendar year 2002. Payments hereunder shall be made by Borrower within 75 days after the end of each calendar year starting with calendar year 2001 and shall be equal to one-half of one percent (0.5%) per annum on the outstanding principal balance of the Note, due and payable out of "Net Cash Flow" as that term is defined in that certain First Amended and Restated Agreement of Limited Partnership of East Street Limited Partnership of even date herewith (the "Amended Partnership Agreement") in accordance with the payment order set forth in Section 13.1 of the Amended Partnership Agreement. Deferred payments of interest shall not accrue interest and shall be paid upon maturity.

2. Optional Payments of Principal and Interest. The principal balance of this Note may be paid in part or in full at any time without premium or penalty. Any prepayment shall be applied first to accrued interest and then to principal. In the case of a partial payment of principal, subsequent interest payments shall be computed on the remaining outstanding principal balance.

3. Maturity. If not otherwise paid, this Note shall be due and payable in full on December 31, 2030, or, at the option of the holder of this Note, upon any default under this Note or any agreement or instrument securing this Note, which default remains uncured after any applicable cure period.

4. Use of Proceeds. The Proceeds of this Note shall be used solely in connection with the construction and development of the Project in such manner as shall be determined in the reasonable discretion of the general partner of the Partnership.

5. Default. Borrower shall not be in default hereunder unless (i) Borrower fails to pay any installment within 10 days after written notice form the holder that it is due, (ii) Borrower fails to pay any other amounts due hereunder within 10 days after written notice from the holder that it is due, (iii) Borrower fails to cure any non-monetary default within 20 days after written notice form holder specifying the default, or (iv) any default occurs under any instrument or agreement securing this Note and such default is not cured within any applicable cure period.

6. Late Charge. If any installment payable under this Note is not paid in full within fifteen (15) days of its due date, the holder of this Note may assess a late charge equal to five percent (5%) of the late installment payment. The late charge shall be paid with the late installment payment or within 15 days after demand therefore, but, if not so paid, the holder of this Note may add the late charge to the principal balance of this Note. It is specifically understood, however, that assessment of a late charge is not a waiver of the holder's right to demand and receive timely payment of installments or waiver of any of the holder's remedies hereunder or under any instrument or agreement securing this Note.

7. Interest on Late Charges. If the late charge is not paid as provided in Section 6 of this Note, and if the late charge is added to the principal balance, the late charge itself will bear interest at the rate of interest on the outstanding principal balance provided for under this Note.

8. Interest After Judgment. If this Note is reduce to judgment, any judgment shall bear interest on the unpaid balance at the higher of (i) the per annum rate provided for by law for interest on judgments, or (ii) the per annum rate of interest on the outstanding principal balance provided for under this Note.

9. Attorney Fees. If any suit or action is instituted to collect the Note or any portion thereof, the prevailing party shall receive from the losing party in such suit or action such additional sum as the court may adjudge reasonable as attorneys' fees and costs in such suit or action, or on any appeal therefrom, including but not limited by, those fees and expenses permitted or defined by statutory law, and including without limitation all fees and expenses incurred at trial, on appeal, in petition for review, arbitration, mediation and in a bankruptcy proceeding. Further, in the event of default in any payment, whether or not suit or action is instituted, Borrower promises to pay all reasonable costs of collecting such delinquent payments.

10. Limitation on Assignment. The indebtedness evidenced by this Note (and any interest therein) shall not be sold, assigned, transferred or conveyed by the Lender to the Federal National Mortgage Association and/or the Federal Home Loan Mortgage Corporation and such indebtedness (or any interest therein) shall not be included by the Lender in a pool of loans to be sold, assigned, transferred or conveyed to the Federal National Mortgage Association and/or the Federal Home Loan Mortgage Corporation.

11. Nonrecourse. This Note shall be nonrecourse to Borrower. Neither Borrower, any partner, or affiliate of Borrower shall have any personal liability for any amounts owing under this Note.

12. Time of Essence. The times for performance of any obligations under this Note shall be strictly construed, time being of the essence.

13. Governing Law. This Note shall be governed by and construed in accordance with the law of the state of Colorado, without regard to the conflict of law provisions of Colorado law. If any provision in this Note shall be held invalid, illegal or unenforceable in any jurisdiction ,the validity, legality or enforceability of any defective provisions shall not be in any way affected or impaired in any other jurisdiction.

14. Jurisdiction. At the option of Lender, an action may be brought to enforce this Note in the District Court in and for the Boulder County, State of Colorado or in any other court in which venue and jurisdiction are proper. Borrower consents to venue and jurisdiction in the District Court in and for Boulder County, State of Colorado and to service of Process under Sections 13-1-124(1)(a) and 12-1-125, Colorado Revised Statutes (1973), as amended in any action commenced to enforce this Note.

This Note is dated as of the date first set forth above.

EAST STREET LIMITED PARTNERSHIP

By: Housing Authority of the City of Louisville, General Partner

By: _____
James J. Liles

COPY

EXHIBIT Q

SPECIAL WARRANTY DEED

(Statutory Form, C.R.S., Sec. 38-30-115)

Grantor, , of the County of Boulder and State of Colorado, for the consideration of , in hand paid, hereby sells and conveys to Grantee, , whose legal address is , of the County of Boulder, and State of Colorado, the following real property in the County of Boulder, State of Colorado, to wit:

SEE EXHIBIT A ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE,

with all its appurtenances, and warrants the title against all persons claiming under the Grantor, subject to those matters set forth in EXHIBIT B attached hereto and made a part hereof by this reference.

Signed this _____ day of , 2012..

Grantor:

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

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

Witness my hand and official seal.

_____
Notary Public

My commission expires:_____

Planning Commission

Meeting Minutes

January 8, 2015
City Hall, Council Chambers
749 Main Street
6:30 PM

DRAFT

Call to Order – Chairman Pritchard called the meeting to order at 6:30 P.M.

Roll Call was taken and the following members were present:

Commission Members Present:	Chris Pritchard, Chairman Cary Tengler, Vice Chairman Ann O'Connell, Secretary Steve Brauneis Jeff Moline Tom Rice Scott Russell
Staff Members Present:	Troy Russ, Director of Planning and Building Safety Scott Robinson, Planner II Lauren Trice, Planner I

Approval of Agenda –
Brauneis made motion and O'Connell seconded to approve the agenda. Motion passed by voice vote.

Approval of Minutes –
Brauneis made motion and O'Connell seconded to approve December minutes. Motion passed by voice vote.

Public Comments: Items not on the Agenda
None.

Regular Business –

- **AT&T Antennae – Louisville Recreation Center: Resolution No. 2, Series 2014 -** A request for a special review use (SRU) to allow for the placement of 3 sectors of four (4) 8 foot tall rooftop antennas, totaling 12 antennas.
  - Applicant, Owner and Representative: Cliff Spencer
  - Case Manager: Scott Robinson, Planner II

Robinson states that AT&T informs the Planning Commission that they are withdrawing application.

Motion to withdraw the AT&T Antennae, Resolution No. 2, Series 2014 made by Brauneis, seconded by Tengler. Motion passed by voice vote.

- ☐**Boulder County Housing Authority: Resolution No. 02, Series 2015** - A request annexation and zoning for the development of affordable senior housing, affordable multi-family housing, art center and artist co-housing.
  Case #14-043-AN/ZN
  - Applicant, Owner and Representative: Boulder County Housing Authority
  - Case Manager: Troy Russ, Director of Planning and Building Safety

Public Notice Certification:
Published in the Boulder Daily Camera on December 21, 2014 and posted in City Hall, Public Library, Recreation Center, Courts, and Police Building on Dec 22, 2014. Mailed to surrounding property owners and property posted on December 22, 2014.

Conflict of Interest and Disclosure:
Moline states he works for Boulder County in Parks and Open Space Department. He does not think it will cause any reason to unfairly judge the application. Pritchard sees no conflict. The other commissioners agree.

Staff Report of Facts and Issues:
Russ presented from Power Point.

- Property is 13.404 acres and a voluntary annexation request by Boulder County Housing Authority (BCHA).
- Locally known as Alconis Property. Applicant is requesting initial zoning of Planned Community Zone District Commercial and Residential (PCZD-C/R).
- Total of 231 dwelling units and 18,000 SF of commercial.
- Requesting compliance/adherence to Title 31, Article 12 of Colorado State Statutes as well as Chapter 16.32 within Louisville Municipal Code.
- The proposed street network matches the Comprehensive Plan, the North Louisville Small Area Plan, and the Hwy 42 Corridor Plan. The proposal continues Hecla Drive from Hwy. 42, near Balfour Senior Living and extends northwest through the proposed annexation to Hecla Drive in Steel Ranch. Also, the proposed GDP provides Kaylix Avenue the opportunity to extend from South Boulder Road to Paschal Avenue in Steel Ranch, creating a parallel roadway to Hwy. 42. This proposed street network divides the proposed annexation into four quadrants, consistent with the Comprehensive Plan.
- Highway 42 Setbacks: The applicant is requesting a building setback of 40-feet from the existing Hwy. 42 right of-way (ROW) south of Hecla Drive and 45' north of Hecla Drive. These setbacks are intended to accommodate the future ROW of Hwy. 42 (30-feet needed) and an easement for a piped Goodhue Ditch. The resulting 10' and 15' ditch easements in combination with the Hwy 42 ROW have not been approved by the Goodhue Ditch company. As a result, the applicant added a note to the GDP stating: *"Boulder County Housing Authority shall work with the Goodhue Ditch Company to finalize the necessary easement and setback agreements."*
- Continuance of Parks and Open Space Advisory Board of the Lake to Lake Trail, from Waneka Lake to Marshall Lake, hitting Lake Park as well as Harper Lake and Hecla.
- Currently there is no signal at Hecla but the Plan calls for a signal installation in the future.
- Public Land Dedication: The applicant has provided Public Land Dedication (PLD) calculations based on the requested land uses on the GDP. Staff has reviewed the calculations provided and believes they meet the requirements of Section 16.16.060 in the LMC. Note the PLD is not required until the property is platted within the City of Louisville. Additionally, City Council will determine if the PLD comes in the form of land, or a payment in lieu. The numbers provided on the GDP simply acknowledge the PLD requirement with the annexation and zoning of the property.

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- The plan is developed into four quadrants. Planning Area A is 1.88 acres and requests PCZD-C/R. It is located in the Highway 42/South Boulder Road Urban Center. Commercial maximum development allowance is 82,000 SF. They request 18,000 SF of commercial development, 11,000 SF to Art Center not specified. In total, there are 28 units on this site with dwelling density calculation of 15 units per acre.
- Planning Area B is 3.4 acres and requests PCZD-R. It is called urban neighborhood and needs to match adjacent neighbors in character and density. 103 units which calculates to 30 units per acre.
- Planning Area C is 2.77 acres and requests PCZD-R. 69 units which is 25 units per acre.
- Planning Area D is 2.1 acres and requests PCZD-R. 31 units which is 15 units per acre.
- The LMC provides development requirements for City Council annexation considerations. Section 16.32.020 defines the eligibility requirements and 16.32.030 provides the City's development standards. Staff examined the annexation request and has determined the application meets the standards and guidelines for annexation in the LMC. Louisville's Vision Statement and Core Community Values define how the City sees itself and identifies the key characteristics that should be carried into the future. Many of these items described are abstract by design and are difficult to quantify at the zoning level and are more suited for Planned Unit Development, or design level evaluations. The Framework Plan and its supporting principles and policies are more measurable for this analysis. Staff did not find this annexation and zoning application to be working against the Comprehensive Plan's Vision Statement and Core Community Values. Staff also found this annexation and zoning application to be compatible with the Comprehensive Plan's Framework and its supporting principles and polices.
- Building Heights: The applicant is requesting building heights in Planning Areas A and B to be 50-feet in height. The Comprehensive Plan defines building heights as floors of buildings, rather than feet. That was done to provide flexibility in changing building technologies. Regardless, staff believes the 50-foot building height request warrants an explanation. As a result the applicant added a note to the GDP stating: *"The 50' max building height accommodates two specific instances: a) Planning Area A - a two story commercial building with a steeply pitched 'barn-like' roof form is proposed; and b) Planning Area B - a two-three story residential building with basement level garage parking access is proposed in a location where the height is compatible with building height precedents on the adjacent property.*" With the note on the applicant's requested GDP, staff finds the requested building heights consistent with the Comprehensive Plan.
- City Zoning: Staff reviewed the annexation and zoning request against the City's existing zoning map and found it compatible. The proposed annexation is surrounded by Steel Ranch (Zoned PCZD – C and R) to the West and north; Balfour Senior Living to the East (Zoned PCZD – C); and Christopher Village and Christopher Plaza (Zoned Commercial Business) to the South. The proposed yard and bulk standards were also found compatible with the surrounding zoning.
- Intergovernmental Agreements: In August of 2012, The City of Louisville and the Louisville Housing Authority entered into an Intergovernmental agreement with Boulder County and the Boulder County Housing Authority concerning affordable housing within the City of Louisville. The City entered into this agreement as the Louisville Housing Authority proposed to transfer its 116 affordable housing units to the Boulder County Housing Authority. In the agreement the City and County agreed that the County would own and manage the City's 116 affordable housing units along with the County's existing 30 units in Louisville. Additionally, the County agreed to build an additional 15 units in Louisville within the next five years.
- The Louisville Fire Department stated they could serve the annexation and reserved specific comments to the property's design following the submittal of a Planned Unit Development (PUD).

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- The Boulder Valley School District (BVSD) was a referral for this development. A letter from BVSD dated January 2, 2015 states this development proposes *"a student impact of 20 students on Louisville Elementary, 7 students on Louisville Middle School and 11 students Monarch High School."* Note BVSD anticipated 70 of the proposed Housing authority units to be restricted to seniors and were not used in their student evaluation. The letter goes on to state, *"When considering all other development activity in Louisville (Attachment A), and resident enrollment growth within the attendance areas of Louisville schools, Louisville Middle and Monarch High are able to accommodate projected growth (Chart B). Louisville Elementary, however, will likely exceed its program capacity within 5 years should growth within the existing housing stock of central Louisville continue at its current pace. Elementary capacity in Louisville as a whole, however, is ample to accommodate continued enrollment growth."* Louisville staff underlined the last sentence of the BVSD statement for emphasis. The School Board has agreed to a meeting with City Council at the School District on February 4, 2015 to discuss enrollment solutions.
- Fiscal Impact: The applicant submitted a fiscal impact study completed by Economic and Planning Systems based on the City's current fiscal model. The development program shown in this document (194 units and 18,406 square feet of commercial development) does not match the development program requested on the General Development Plan (231 units and 11,000 sf of commercial development). Staff directed the applicant to update the model. However, the timing of the holiday season and the public hearing schedule, the updated model was not completed in time for the posting of this report; but, the report will be completed prior to the City Council meeting February 17th. Staff is presenting the findings of the initial report for planning commission information. Note these numbers will not reflect the final number for the applicant's requested GDP. Regardless staff anticipates this requested annexation zoning will generate a negative fiscal impact on the City in terms of both annual operating and one time capital. The study makes various assumptions about building unit values, sales per square foot, household income attributable to new residents, the study estimates: "*The BCHA development is estimated to result in approximately $150,000 in ongoing annual revenue to the City and to generate approximately $264,000 ongoing annual expenditures. The result is a net fiscal on-going operations balance of negative $114,000 annually. There is expected to be an annual recurring revenue stream of $29,000 from sales tax revenue that is dedicated to capital projects, open space, and historic preservation. Therefore, the total net on-going fiscal balance will be negative by $85,000. The proposed development will have a net negative capital impact based on the model factors. The development will impose $2,104,000 upon the City in demand for new capital investments. The project is estimated to generate $1,340,000 in one-time revenue. Thus, the net fiscal balance provides a one-time capital negative impact of $764,000. Although there is not a large retail component to this project, EPS believes it will have a positive impact on the Christopher Plaza commercial center at the northwest corner of South Boulder Road and Hwy 42."*

Additional outside communication:
Email to Planning Department from Alexandra Bradley received on Wednesday, January 7, 2015 regarding BCHA Annexation and Rezoning Application. Motion made by Brauneis to enter email into the record, seconded by Moline. Passed by voice vote.

Commission Questions of Staff:
Russell asks about Hecla and whether there is a traffic signal there.
Russ says there is no traffic signal at Hecla at this time. It is a T-intersection.

Tengler asks about Planning Area A being zoning commercial, not commercial/residential. Has this changed.
Russ says in GDP, it should be Commercial/Residential. Last minute fixes to the GDP and the Staff Report may not have reflected it in the graphic referenced.

DRAFT

Tengler asks about fiscal analysis. At what point does Staff think a negative fiscal balance would have impacted the decision for approval.
Russ says it is not sole determinate of any development. This is BCHA coming with a proposal. Staff recognizes the diversity of affordable housing.

Brauneis asks about LES enrollment projection. The 106% projection is concerning but he assumes this is projection unabated. The discussion with City Council and BVSD will hopefully address this projection.
Russ says should the possibility of the projections materialize in the future, BVSD has several actions that they can take to meet it. Old Town Louisville is difficult for BVSD to understand.

Moline asks about public land dedication, is there a park site or trail corridor the Comp Plan identified for this location that the community and staff would want?
Russ says there is the number of plans for the trail corridor (Lake to Lake Trail). Louisville has a partnership with Boulder County Transportation to set aside $600,000 for an underpass at Highway 42 at the northwest quadrant of this parcel. The Comp Plan does not identify a park location.
Moline says this development has to be amended and added to the Takota GDP. Did the Takota GDP have a limit on number of units?
Russ says it had a maximum. This property is too small to come in as an independent GDP so it needs to be attached. It could have been attached to the Alvenus GDP (Balfour) or Takota or Steel Ranch South. Staff thought the Takota was best.
Moline says although this is added to Takota GDP, does it not need to abide by unit limits?
Russ says it can be viewed as an amendment to that GDP particular to this parcel.

O'Connell asks if any of the adjacent property owners had any objections.
Russ says he has not heard of any objections.

Rice asks about fiscal analysis numbers. Regarding one time capital expenditures, the projection is that it will be $764,000 in the red. Why is it that much in the red?
Russ says the number of residents coming in will put a demand on capital facilities such as the Rec Center, Police, and roadway network. Based on calculated revenue from one-time investment use tax as well as impact fees, the numbers do not match.
Rice says the goal is to have a net 0 or a positive. Why is it so far from the ideal? This is more than one-third to be in the red.
Russ says it is the type of land use that is proposed as well as the price points of housing units. Fees are based on evaluation and market rates. This is a different price point than the Commission is accustomed to seeing. There is no expectation that a residential development alone necessarily would be positive unless the price points of the homes are high. The Art Underground is currently conceived as 11,000 SF of the commercial development and is a 501(c)(3). There is no revenue from property tax.
Rice asks how this project compares to other residential developments that have been considered in the past.
Russ says that Steel Ranch and North End came in fiscally neutral or slightly positive because there are junks of commercial property. The commercial property at Steel Ranch has not been developed yet. Residential developments generally are negative in fiscal development. From an economic perspective of how much sales it brings in and what residents bring to a city, there are hugely positive economic impacts that are not fiscal.
Rice asks if there are any options to close the gap.
Russ says changing the users in the commercial portion. The infrastructure with Kaylix and Hecla positions the quadrant to perform well economically as well as help Christopher Village.
Rice asks where the funding stream comes from to pay for these impacts, being short $764,000.
Russ says it comes from annual budgeting. Council looks at annual revenues and budgets.

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Rice asks on an ongoing basis, if the model is correct, there will be negative $85,000/year.
Russ says there are services needed to serve the property and revenue generated from the property in taxes and services may not generate enough revenue to compensate for the expected deficits.
Rice asks about the property just north of this property. Is it annexed into the City? How is it zoned?
Russ says the Davidson Highline subdivision with Divine Canine (doggie daycare) and RV storage at the back. It is zoned Planned Community Commercial.
Rice asks if Kaylix will run through the Davidson Highline subdivision?
Russ says when the Lanterns subdivision dedicated their land, the dotted line shows the Kaylix extension not constructed yet. The City has the right-of-way and funds set aside to construct it through the Lanterns. Staff is in conversation with the Davidson Highline owner since Steel Ranch was approved prior to Lanterns. The City will have to acquire the property.

Russell asks about Planning Area A and D regarding density. He asks if the PC should be considering density in aggregate or by planning area in terms of conformity to Comp Plan?
Russ says by Planning area. Planning Area A is an urban center.
Russell asks about Planning Area A, there is a maximum density up to 30 units/acre, but there will be 15 units. Is there a minimum amount of units?
Russ says it is a fiscal question. In an urban center, it is supposed to be a commercial corridor and not meant to be residential. There will be a mix of units.
Russell says Planning Area B matches 30 units/acres and Planning Area C matches the 25 units/acres. Planning Area D has 15 units/acres. He asks about the maximum allowable building height in this zone district.
Russ says there is no zone district as it is annexed property. 2-3 stories are the guideline. Properties to the west are 50'. Staff measures the elevation of the building, high and low points, and takes the average.

Brauneis asks about traffic concerns. There have been traffic studies looking at Highway 42 and South Boulder Road. Can you share information from them?
Russ says the Highway 42 Plan matched the Comp Plan and densities. The GDP is met by the Highway 42 Plan and the Comp Plan. At PUD, the traffic lanes will be determined. General traffic operation is consistent with the Highway 42 Plan. The most important issue of this portion of Highway 42 is the Kaylix Avenue connection, which will become another north-south road to South Boulder Road and the Christopher Shopping Center.

Russell asks about Parks Department feedback.
Russ says feedback from Parks is that they have no general concerns or comments. They have provided the trail connection.

Pritchard wants clarification. Is it fair to say that the deficit on the fiscal land is basically the cost of fulfilling policies? In regard to transportation, he asks Russ if this will facilitate the need for the traffic signals?
Russ says we anticipate the Pascal signal to be installed in 2015 based on warrants and agreements with CDOT. The Highway 42 Plan with CDOT's endorsement shows signals at Hecla and Pascal. The purpose of the Kaylix extension will be a bigger relief to the residents of Steel Ranch than a signal at Pascal.

Applicant Presentation:
Norie Boyd, Boulder County Housing Authority, Planning Division Manager.
Present are Willa Willaford, Housing Division Director; Ian Swallow, Project Manager: Ben Doyle, County Attorney; Nicole Delmage, Barrett Studio Architects.

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BCHA is working with Humphries Poli Architects; Milender White Construction; Olson and Associates for civil engineering; and Wenk Associates for landscaping.

- History: In 2012, the BCHA entered into an IGA with Louisville and LHA to transfer LHA 116 affordable housing units over to the Housing Authority. Part of the agreement was that BCHA would invest $1 million to reposition the properties and renovate them. That investment has already occurred at $1.3 million. They are also to provide 15 new affordable housing units. This proposal is for slightly more than 15 units, but it is due by 2016 and it is fulfilling that obligation.
- Fiscal impact questions: There are 65 housing vouchers distributed to landlords throughout Louisville which brings $600,000 to landlords in the City today. We have a Human Services Safety Net program, Housing Stabilization program, and other benefits the County is providing to the City. This plan is consistent with the other community value statements and elements of the Comp Plan to provide much needed affordable housing to serve seniors and families. The plan is strong in addressing affordable housing policy goals which have not had a significant investment over the past 15 years in Louisville. Now is the time to develop affordable housing in the City. Affordable housing will support local businesses especially the Christopher Village to the south.
- The Art Underground will be developed as a partner, a non-profit arts organization to provide dance studios and classes for children. This is an existing local business in downtown Louisville which will expand.
- BCHA thinks this housing development will be a huge benefit for the City although it may not show up “on paper”.
- Financing: Low income tax credits as well as State Disaster Relief Funds. Part of BCHA’s obligation to these entities is to describe it when presenting to the public. Norie takes a few minutes to fulfill that obligation. The State of Colorado has set aside to support affordable housing especially in disaster communities affected by the September 2013 flood. BCHA will take advantage of a new mechanism of State Low Income Housing Tax Credit which is administered through the Colorado Housing Finance Authority. It is an investment vehicle that provides private equity into an affordable housing project. Currently, a portion of our project is pursuing a State Low Income Housing Tax Credit for 120 units of affordable housing on this site. The 121 unit project is expected to cost approximately $36 million, so the project will be requesting approximately $1.8 million in annual allocation which equals approximately $10.5 million in total tax credit allocation over the statutory six year period. It is about $8.8 million in present value. The total cost of the project is about $36 million; the present value is $8.8 million. Total annual allocation is $1,736,000 with an estimated allocation of $10 million. The Low Income Tax Credit is one mechanism that BCHA use to leverage private equity into the project. We can borrow less, have a lower mortgage, and spend more money on the actual project itself.
- Schedule: BCHA is working aggressively with City Staff because they want to finance this project by applying for low income tax credits as well as State Disaster Relief Funds by February to May 2015. BCHA wants to start infrastructure in summer 2015, and try to begin construction in the third or fourth quarter of 2015.

Commission Questions of Applicant:
Moline asks at what point does BCHA make decisions about how many units will be affordable and how many will not be?
Boyd answers the best solution by using Low Income Tax Credits if 100% are affordable homes. The goal to make all of the units affordable to residents earning 60% of the area median income or below. Both senior designated property as well as family (non-senior).

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Brauneis asks about Housing Authority ongoing role in the management of the property.
Boyd answers projects are built for the long term view. Properties are not built and then sold. Boulder County will be invested and sign a 30-40 year lease agreement that restricts the property with funders. There is self-management with case managers who provide resident services. There is facility management as well as wraparound services for clients.
Brauneis asks if there will be managers living on-site?
Boyd says property managers do not live on site but are there during regular business hours. There is evening financial counseling and some after school programs. There is interaction with different staff and groups whether seniors or families.

Tengler asks about her opinion of the fiscal analysis. Do you agree with those numbers?
Boyd says she does not expect the project to come in positive. The value of providing affordable housing and what can be done for a family is not reflected in the fiscal model. One tool to provide affordable housing with the lowest rent possible but building the highest quality is to request an exception from property tax. The use tax and property tax are not showing up in the model. BCHA does not have to request it, but it helps to keep operating costs low so they can provide service and a well maintained building. The Arts Underground is a 501(c)(3) and is a local business that will be expanding and it is exempt from property tax. BCHA has had two well-attended community meetings where affordable housing is needed for seniors as well as people earning 30% of the area median income which is $80,000 for a two-person household. BCHA will be borrowing "real" debt at a local bank which generate costs not accounted for in the fiscal model.
Tengler asks about the senior housing and what its characteristics are.
Boyd says senior housing is not skilled nursing. They are independent seniors, typically 55 and older. Some will be two bedroom units with live-in aide.
Tengler asks if there will be concierge service to help with emergencies or rides?
Boyd says she does not know.
Tengler asks what is the anticipated number of senior units and affordable units?
Boyd says all senior housing is affordable housing. The current design has 70 units for seniors with buildings with elevators and accessibility. The project has noncontiguous buildings with seniors distributed throughout the property.

Russell asks about qualifying for affordable housing. Is it different to quality for senior housing?
Boyd answers it is the same.

Moline asks how BCHA determined the amount of units.
Nicole Delmage, Barrett Studio Architects, 1944 20th Street, Boulder, CO 80302.
In determining the number of units on the site, at some level the site designs itself in terms of the number of units. We try to get the maximum of the number of units for the BCHA program so they get the most affordable housing they can. We also look at logistics of how the site will be drained, satisfy parking, as well as park space and quality space. The Art Underground on the property, we look to incorporate art into the landscape and streetscapes. We look to maximize housing, getting quality of place, and quality of life.

Public Comment:
Michael Menaker, 1827 W Choke Cherry Drive, Louisville, CO 80027.
His first comment regards the fiscal model and finds the discussion to be disconcerting. This is the subsidized part of subsidized housing. He is opposed to inclusionary zoning which takes the cost burden of providing low income housing and puts it on people who do not live here yet. He believes strongly that if it is a community value, and it seems to be a community value expressed in every document generated over a decade to provide low income housing, then it is incumbent on us to put our "money where our mouth is". He thinks that cost models are not appropriate to this conversation and should not impact your decision. It is subsidized housing

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and incumbent on all of us as a community to provide that subsidy. There is a moral obligation here, there is a stated community goal here, and dollars and cents do not enter into it. He is troubled by the proposed balance between family and senior housing. Our needs in Louisville are skewed heavily to seniors and in an appropriate forum, he will discuss that in more detail. He would say to the applicant that you should expect a lot of push back on that mix and lobbying for more senior specific housing which seems to be our particular need. He is troubled by the 28 discussed market rate co-housing artist units. He wants to see that land turned to senior housing as well. He has some concerns about BCHA subsidizing Art Underground as well. He is supportive of this annexation. There is a PUD and final process to hammer out the details of residential types and mixed uses, so there will be plenty of time to talk about it later. He feels strongly that it is incumbent on us as a community to embrace and support affordable housing and for it to be inclusive in our policies, and to make everything done to make this project a success. He urges a positive vote from the PC.

Debby Fahey, 1118 W Enclave Circle, Louisville, CO 80027.
She agrees with everything that Michael Menaker said. It is important to support low income housing and affordable housing, particularly for seniors. She is in favor of more senior housing on this property. She questions the co-housing for the artist community and would rather see that as senior housing. She agrees there will be push back if more senior housing is not provided. With senior housing, there will not be as much of an issue with BVSD because seniors do not generally have children attending elementary school. The plans for the proposed parking show the situation is limited. If there will be limited parking spaces, it could be balanced with making sure it is a very pedestrian and bike friendly community with ways to get in and out safely on foot or on a bike. She is in favor of annexation.

Rob Lathrop, 601 Johnson Street, Louisville, CO 80027
He and his wife own the Davidson Highline subdivision. To address Commissioner O'Connell's question regarding any objections, this is an annexation and GDP. He does not have any objections at this stage. As the process goes through, he is sure there will be questions and concerns of adjacent property owners and neighbors when they see what the plans really look like. He will address Troy Russ's comment about Kaylix. We have had conversations about Kaylix coming through our property and we do not have an agreement. We have an understanding of what the alignment will be when it is built. Looking at the way the property is laid out, you are severing the property by putting the street through it and it can create problems that have not been addressed yet. He wants to make sure his concerns are part of the record. He has no agreement regarding the street at this time. He is friendly with everyone and willing to talk, but there are issues to be addressed as we go through it. He is generally in support of the annexation. This property obviously needs to be annexed. How much support it gets after we get to see more detail remains to be seen.

Summary and request by Staff and Applicant:
Staff recommends Planning Commission approve Resolution No. 2, Series 2015, a resolution recommending approval of an ordinance zoning as Planned Community Zone District - Commercial / Residential (PCZD – C/R) certain property annexed into the City of Louisville and known as the 245 North 96th Street Annexation. Applicant has no further comment.

Open Public Hearing and discussion by Commission:
Moline asks if the applicant is interested in commenting on the public comments you just heard regarding co-housing application.
Boyd says BCHA is not subsidizing the artist co-housing. They are partners because it is costly to develop the site. BCHA's goal is affordable housing and make the best use of the public dollars given to invest in the site. We are not subsidizing co-housing or the Art Underground. They are separate saleable parcels that will proportionately carry their share of the cost. We

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have found that we do need some revenue in order to develop the affordable housing. There is a lot of infrastructure with raw land and two big public streets crossing the site. Water and sewer cost a lot. To keep costs low for our clients, we cannot spend an exorbitant amount. We need partners to get the development done. For the Art Underground, we are not commercial developers and do not know that business. We are relying on them to fulfill that commercial component because it is important to tie Christopher Village commercial component with this site. As to the artist co-housing, we think it is a different product from what we are providing, so we do not partner with someone who is providing market rate rental housing because that undercuts our market and our ability to lease out the land and keep our property occupied. We are looking for a distinctly Louisville partner and it felt like the arts in Louisville are good synergy with the Art Underground. We like the design as a whole and the focus on the arts, and it has given us a lot of creative ideas to influence our design, site planning, and adjacencies. The co-housing could be a really good partner and they are part of Louisville and involved with the community, so she does not think it is a detraction from the affordable housing goals.

Closed Public Hearing and discussion by Commission:
Tengler in support of annexation. We can address a lot of issues regarding the specific number of units and parking considerations and road construction when we get into the PUD.
Brauneis is encouraged to hear this discussion. He thinks now is the time for affordable housing for people within Louisville. He thinks balance is important and when we look at the non-economical and non-fiscal benefits of this project, there is a richness to the project that helps balance the numbers in the report.
Moline thanks applicant and staff for working on a project that appears to help accomplish some of the goals in the Comp Plan with regard to urban form and street layout.
O'Connell is in support and recommends approval of the ordinance. It is a good opportunity to speak to some of the visions and values and intent in the Comp Plan. She thinks there will be more concerns for the BVSD, especially Louisville Elementary, and to keep conversations rolling as we continue with this project. She thinks the benefits far outweigh the fiscal impact and look forward to continuing to hear community input and adjoining neighbor input.
Rice thanks Russ for the written presentation as it contained a lot of information and it was very accessible and easy to understand. He has concerns about the fiscal impact as these are not inconsequential numbers. He is sensitive to the policy considerations that are driven by this kind of project. These are not easy to put specific numbers on as the applicant has given good testimony to as well. It comes down to the question that Commissioner Tengler suggested early on, that it becomes a question of balance and what degree of disparity we have. There comes a point in time when it is so far out of skew that you cannot rationalize it. He appreciates the discussion on fiscal impacts and how it has to be weighed. He supports the project because there are a lot of positives that come out of it.
Russell thanks Norie Boyd and BCHA. He thinks her answer on the fiscal impact questions was probably as good an answer as he has heard anyone give. He thinks our fiscal impact analysis approach is really tricky and not always very helpful because there is no context for it. It does not speak to how we perform financially as a community. The impulse is always to treat it like a financial analysis. We cannot use it that way as there is so much more value to does not get captured. It is a misapplication to think that we can slice this community in every sort of way and every slice is going to look good financially. He is not too concerned about the fiscal analysis. He is impressed with the BVSD response to this query as it is the most substantive information we have received from them. He loves the introduction of the artist co-housing, is a fan of the Art Underground, and thinks their programming is so important to what they are trying to accomplish. He knows there will be pushback. He encourages BCHA to embrace the public input and the dialogue, but remain true to what you are trying to accomplish. He thinks this may be the most important project the PC will do this year as it will have a great impact on our community. He supports annexation.

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Pritchard agrees with all comments. He agrees this is important for the community. This is what we have said historically and what we have tried to accomplish.

Motion made by Brauneis to approve Boulder County Housing Authority: Resolution No. 02, Series 2015 - A request annexation and zoning for the development of affordable senior housing, affordable multi-family housing, art center and artist co-housing. Seconded Moline. Roll call vote.

Name	Vote
Chris Pritchard	Yes
Cary Tengler	Yes
Steve Brauneis	Yes
Jeff Moline	Yes
Ann O'Connell	Yes
Tom Rice	Yes
Scott Russell	Yes
Motion passed/failed:	Pass

Motion passes 7-0.

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Driving a Vibrant Economy: Housing's Role in Colorado's Economic Success

December 2014

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Acknowledgements

Over the past 6 years, housing in general has been a popular topic of conversation among policy-makers, interest groups and the public at large. With the housing market collapse in 2008 and subsequent Great Recession, we saw undeniably the impact that housing – as its own, distinct sector – has on the overall economy. In the years since 2008, we have marveled at the rebound of the economy and the steady improvement of the housing market as well. Yet there is more to this story that doesn't always make the news headlines – and understanding the economic dynamics that shape the housing market and assigning tangible impact to those dynamics helps policy makers make informed choices about the programs and policies that promote or discourage housing development. Especially in the context of affordable housing and the current housing choices available to low-to-moderate income families, understanding the forces that drive supply and demand are critical to shaping the long term goals of our communities and ensuring we are meeting the housing needs of our entire community today and in the future.

To accomplish this comprehensive study, several partners provided both financial and in-kind contributions. Thank you to the Metro Denver Association of Home Builders and their partners at the National Association of Home Builders who provided the initial data analysis and reports. In the data collection, we are grateful to the Piton Foundation, Urban Land Conservancy, Metro Study, Colorado Housing and Finance Authority, Colorado Division of Housing and many housing agencies throughout the state for completing one of the most rigorous data collection processes to date. Other funding contributors include Mile High Connects, the Metro Denver Chamber of Commerce, the Colorado Municipal League, the Piton Foundation, the Neighborhood Development Council and the Metro Mayors Caucus. This year, we are also grateful to the Colorado Futures Center at Colorado State University and Dr. Phyllis Resnick for providing the academic review. And finally, we applaud the efforts of Dr. Elliot Eisenberg, our lead economist, who not only provided substantial assistance during the data collection period and project design phase, but also has lent his considerable expertise to and was the primary author of this final report. The result is a thought-provoking report that we anticipate will shape housing policy conversations throughout the State of Colorado.

Sara Reynolds
Housing Colorado executive director

Introduction

New home construction has always been a critical part of the overall health of the Denver metro region and the broader overall Colorado and US economy. Nothing made that more apparent than the Great Recession that began in January 2008 and the collapse of the entire housing market and many associated sectors of the economy. Fortunately, the State of Colorado and the Denver metro region have largely recovered better than the rest of the nation from the aftermath of the Great Recession. As a result, house prices in the State of Colorado are up about 7% from their pre-recession peaks. Similarly, house prices have surpassed their pre-recession highs in Boulder, Denver and Fort Collins, have largely made up the losses incurred during the recession in Colorado Springs and Greeley, and are up off their lows set in late 2011 in both Grand Junction and Pueblo. Rents in many of these areas are again rising smartly, and as a result, once again the need for new housing is quite apparent. Not surprisingly, a healthy economy goes hand in hand with a heathy housing market.

While most people very much enjoy where they live, the house that they currently rent or own, and the public amenities they enjoy, they may be quite unaware about the many economic benefits new home building brings to the larger community or state. When households choose where to live, they carefully consider the benefits they will receive, but not surprisingly, may not be aware of the many public or collective benefits that result. Similarly, when a family builds a new home, they are very focused on the benefits they will enjoy from their new house, but again may fail to appreciate the full array of economic benefits that accrue to the larger community as a result of the added employment that is created, the increased tax revenues that accrue, and the infrastructure that built.

As a result, it is not surprising that while often positively inclined towards the construction of single-family detached homes, many households and communities display less enthusiasm towards the construction of rent-subsidized units. NIMBY-ism (Not In My Backyard) can apply to many aspects of development, including housing, and communities all too often make it hard for new affordable units to be built and in some case actually prevent them from being built altogether. The question is, are these concerns warranted, or might these attitudes and behaviors actually be economically self-defeating?

This study aims to carefully look at these questions and carefully and logically quantify the myriad economic and financial benefits new home construction brings to the Denver Metropolitan region and the entire State of Colorado. Moreover, this study looks at both market-rate and rent-subsidized construction as well as the economic impact of rehabilitating existing rent-subsidized communities. The main findings are as follows. In 2013, the year of analysis of this study:

- The overall economic impact of the home building analyzed in this report was $5.15 billion, 1.7% of the entire gross state product of Colorado.
- New home building and rehabilitation analyzed in this report created 81,375 full-time equivalent jobs, more than 2.9% of the entire Colorado labor force, and

- New home construction and rehabilitation analyzed in this report resulted in new revenues to state and local governments totaling $1.29 billion.

It is the sincere hope of everyone involved in this project that after better understanding the benefits new home building brings both to the Denver metro region and to the State of Colorado, a more balanced and thoughtful political debate about new housing will result; a debate where the facts are well known to both sides, a debate where emotion and rancor are kept to a minimum and a debate that results in improved outcomes for all of Colorado

Miller Ranch Housing in Edwards, Colorado

Executive Summary

This report presents the results of the state and local economic impacts of most new market-rate home building in calendar year 2013 and the most recent five year average level of construction activity for new rent-subsidized and rehabilitation of rent-subsidized homes in the state of Colorado. This report also presents the local economic impacts of most new market-rate home building in 2013 and the five year average level of construction activity for new rent-subsidized and rehabilitation of rent-subsidized homes in the Denver metro region. The one-time impacts, the recurring impacts and the cumulative 10-year impacts of construction on both these geographic areas are presented below. A discussion of the data, methodology and detailed results, along with a housing needs analysis for the State of Colorado and the Denver metro region can be found in later sections.

All Colorado Construction Activity: One-Time Impacts

During the year of construction the combined state and local economic impact of building 11,861 market-rate single-family homes, 5,494 market-rate multifamily homes, 823 rent-subsidized homes, and rehabilitating 584 rent-subsidized homes, representing 75% of all single-family construction and 56% of all multifamily construction in Colorado includes:

- $4.78 billion in state and local income
- $1.19 billion in taxes and other revenues for all governments, and
- 70,076 full-time equivalent one-year jobs.

These totals include all state and local income and jobs for residents of Colorado. These totals also include all taxes, fees, permit costs, user charges and licensing fees for all taxing jurisdictions in Colorado. These results also represent all economic impacts of home building and rehabilitation: the economic impact that results from all residents who earn and spend income earned directly from residential construction, and those who earn and spend income that occurs indirectly when directly earned income is re-spent within the borders of the State of Colorado.

All Colorado Construction Activity: Annual Post Construction Impacts

The annually recurring economic activity that results from the building of 11,861 market-rate single-family homes, 5,494 market-rate multifamily homes, 823 rent-subsidized homes, and rehabilitating 584 rent-subsidized homes include:

- $736.2 million in state and local income
- $203.3 million in taxes and other revenues for all governments, and
- 11,298 full-time equivalent jobs.

Unlike the totals in the one-time impacts section above, these totals are annually recurring and result from all new and rehabilitated homes becoming occupied and the new households earning income, paying sales taxes, income taxes, property taxes and all other governmental fees, and

spending part of their income in the State of Colorado.

All Colorado Construction Activity: Cumulative 10-Year Impacts – Construction plus Annual Post Construction

While understanding the benefits of new home building and renovation activity in the year of construction is critically important, as is understanding the annually recurring benefits, to fully comprehend the magnitude of the benefits residential construction provides it is also valuable to look at the sum of the benefits over a longer period of time. To that end, the cumulative 10-year benefits are also provided. The 10-year total economic benefits that results from the building of 11,861 market-rate single-family homes, 5,494 market-rate multifamily homes, 823 rent-subsidized homes, and rehabilitating 584 rent-subsidized homes include:

- $11.78 billion in state and local income
- $3.12 billion in taxes and other revenues for all governments, and
- 70,076 full-time equivalent one-year jobs
- 11,298 full-time equivalent permanent jobs

All Denver Region Construction Activity: One-Time Impacts

During the year of construction the one year local economic impact of building 6,516 market-rate single-family homes, 3,943 market-rate multifamily homes, 618 rent-subsidized homes, and rehabilitating 392 rent-subsidized homes in the Denver metro region as defined by the Denver Regional Council of Governments (DRCOG) on the Denver CSA and representing 93% of all single-family construction and 56% of all multifamily construction in Denver includes:

- $3.29 billion in local income
- $575.8 million in taxes and other revenues for all local governments, and
- 44,433 full-time equivalent one-year jobs.

These totals include all local income and jobs for residents of the Denver metro region as defined by the Denver Regional Council of Governments (DRCOG). This definition includes Adams, Arapahoe, Boulder, Clear Creek, Douglas, Gilpin and Jefferson counties, the City and County of Denver, the City and County of Broomfield and southwest Weld County (for purposes of this reports, southwest Weld is not included). These totals also include all taxes, fees, permit costs, user charges, and licensing fees for all the above jurisdictions. These results also represent all economic impacts of home building and rehabilitation: the economic impact that results from all residents who earn and spend income earned directly from residential construction and those who earn and spend income that occurs indirectly when directly earned income is re-spent within the ten-county Denver region.

All Denver Region Construction Activity: Recurring Impacts

The annually recurring economic activity that results from the building of 6,516 market-rate single-family homes, 3,943 market-rate rental homes, 618 rent-subsidized homes, and rehabilitating 392 rent-subsidized homes include:

- $465.7 million in local income
- $87.6 million in taxes and other revenues for all local governments, and
- 6,433 full-time equivalent jobs

Unlike the totals in the one-time impacts section above, these totals are annually recurring and result from all new and rehabilitated homes becoming occupied and the new households earning income, paying sales taxes, income taxes, property taxes and all other governmental fees and spending part of their income in the 10-county Denver area.

All Denver Region Construction Activity: Cumulative 10-Year Impacts –Construction plus Annual Post Construction

While understanding the benefits of new home building and renovation activity in the year of construction is critically important, as is understanding the annually recurring benefits, to fully comprehend the magnitude of the benefits it is also valuable to look at the sum of the benefits over a longer period of time. To that end, the cumulative 10-year benefits are also provided. The 10-year total economic activity that results from the building of 6,516 market-rate single-family homes, 3,943 market-rate rental homes, 618 rent-subsidized rental homes, and rehabilitating 392 rent-subsidized homes in the Denver region include:

- $7.72 billion in local income
- $1.41 billion in taxes and other revenues for all local governments, and
- 44,433 full-time equivalent one-year jobs
- 6,433 full-time equivalent permanent jobs

Economic Impact of Housing

To fully account for all the benefits that result from new home building it is necessary to analyze the three distinct phases that new home construction creates. The first is the construction phase, the second is the induced or ripple phase, and the third is the occupancy phase. By adding up the three phases over a period of time (be it a year, or five years or ten years) one arrives at the total benefit of the activity involved, be it new construction or rehabilitation of an existing structure.

Before looking at more detailed results by project type, tenant type and geographic location, let us first delve into how the impacts of home building are modeled and highlight some of the less understood, less appreciated and often misunderstood pieces of each of the three economic phases of home building.

The Construction Phase – Direct Spending

The construction phase is the easiest phase to understand, as it is the phase in which raw land is developed and a house is built. This phase usually last about nine months from beginning to end, and is all too often thought of as the only benefit that housing confers on a geographic area. This is because it is the only phase that is clearly visible. In fact it is only the beginning of the benefits that new housing bestows on a city, county or state.

The calculation of the benefit of this phase begins by subtracting the cost of raw land from the sale price of the house to arrive at the value of construction put in place. The NAHB model (hereinafter "the model") then converts the difference into wages and salaries for workers, commissions for salespeople and Realtors, as well as profits for business owners. The model also calculates all permit costs and fees paid by developers and builders to governments and converts that into other compensation and then into full-time equivalent jobs.

Of course, this process occurs on a regular basis as homes get built. Every few weeks employees get paid, commission checks are made out to salespeople and Realtors, checks are made out to rental firms for the use of equipment, subcontractors get paid and they pay their employees, and the process continues. Importantly, these households spend most of what they earn, and those earnings are what fuels the induced phase or the ripple phase, which comes next.

As an aside, in the State of Colorado property taxes are assessed at very different rates for different classes of property. Residential property is assessed at a rate of 7.96%, while most other property classes are assessed at a rate of 29% (excluding oil & gas valuation, which is assessed at a much higher rate), with the mill levy rate unchanged. As a result, the property tax payment on vacant land actually falls as it is reclassified to residential. Of course, the total tax payment rises as the new house is now taxed, albeit at the lower residential assessment rate.

As for rent-subsidized properties, in many cases the entire project is exempt from property taxes. In the case of non-exempt residential property that is being rehabilitated, property tax assessment

rates do not change since the property is continually classified as residential throughout the rehabilitation work.

Before proceeding, it is important to note that this model is quite conservative when estimating the magnitude of the construction phase. This is because unlike other models, it explicitly removes all economic impacts that cannot be attributed directly to the construction activity being analyzed. Unless a local good or service is explicitly needed to build a home and is produced locally, it is economically ignored. For example, if a builder buys carpet for a new home, only the commission on the carpet and the profit made on the carpet are captured by the model, with the rest leaking out of the economy. As a result of this conservative approach, the calculated economic impact of the construction phase is lessened, as is the subsequent induced or ripple phase compared with similar such models.

The Induced Phase or "Ripple" Phase

This phase, while distinctly different than the construction phase above, is fully dependent on it. That is, the induced phase only exists because most of the income earned and taxes collected in the construction phase get spent. As such, it is an economic byproduct or "knock-on" effect of the construction phase and is thus referred to as the induced phase.

This induced phase lasts precisely as long as the construction phase, generally about nine months. This is because every two weeks or every month the people working on the new home -- be it directly as construction workers or indirectly as, for example, a waiter in a restaurant frequented by construction workers -- get paid, and inevitably spend the vast majority of what they earn. Moreover, and very importantly, a large percentage of that spending occurs in the community where they live, with the rest leaking out of the local economy. Money leaks out each time a local resident goes on vacation, buys something not made locally such as clothing or gasoline or else saves some of his or her paycheck. Some of the local money spent goes to taxes and that results in increased revenue and employment for the relevant governments.

Of course, the spending that is unleashed every few weeks when paychecks are deposited leads to more than one round of spending. The landscape architect that spends some of his earnings going out to eat subsequently tips the waitress who in turn uses that money to buy groceries and the casher in-turn uses some of his earnings to buy some plants from the local nursery and so the process continues.

Because the amount spent at each turn declines due to leakage, calculating the total magnitude of the induced phase is mathematically not difficult, and not surprisingly it turns out that the induced phase is larger for the State of Colorado than for the Denver metro region. This is because the smaller the area is, the larger the leakages out of it. That is, some of the spending and taxes paid by households that leak out of the Denver metro region remain in the State of Colorado. For example, the spending that a Denver family does while on vacation in Vail would be considered a leakage for the Denver metro region but not for the State of Colorado.

What is perhaps most important about this phase, other than its substantial magnitude, is that it needs to be counted and recognized. All too frequently, the induced phase is completely glossed over because it is difficult to directly see the economic impact. Of course, the only way this phase would have no economic impact would be if those with income from the construction phase elected to spend none of it! That said, unlike the construction and occupancy phases which are generally underestimated, this one is frequently ignored.

The Occupancy Phase

While the first two phases are relatively short in duration, this phase lasts as long as the home is occupied, easily decades. This is because the occupancy phase derives its economic vitality from the recurring income earned by the occupant of the home. Once money is earned by the homeowner or renter, the vast majority of it gets spent, with much of the spending going towards local purchases of goods and services. As was the case with the induced phase, the occupancy phase creates secondary, tertiary and quaternary ripple effects as money from the new homeowners or renters goes from hand to hand to hand while slowly dissipating (due to leakages) until the cycle starts afresh when the new homeowner or renter earns another paycheck. This process goes on indefinitely and so does the economic stimulus created.

As for the new house or apartment, it may be that the newly built home is occupied by a household new to the community, and as a result directly increases the population of the community. Alternatively, it may be that an existing homeowner sells their house and moves into the newly built house, with a new-to-the community household buying the existing house being sold by the household buying the newly built home. Either way, it is fair to assume that because the new home was built, the population of the community increases by one household. As a result, all jobs created during the occupancy phase are net new permanent jobs to the community, not temporary ones that are short lived.

Not surprisingly, the amount of spending by the households that live in the newly built or newly rehabilitated homes varies quite dramatically. At one extreme there are buyers with huge incomes that purchase million dollar homes. These households spend a considerable amount of their large incomes on locally produced goods and services, and in that way substantially stimulate the local economy, and in the process create many permanent jobs in the community. For example, they may regularly frequent local coffee shops and restaurants, hire tutors for their children, attend sporting and cultural events, have live-in help and so on.

At the other end of the income spectrum are occupants of rent-subsidized homes. These households, by definition, have relatively low incomes and thus stimulate the local economy less than wealthy buyers of new homes. However, the reduction in local spending is not as large as one might expect for several reasons. First, lower-income households, despite wanting to save money, frequently are unable to do so, since all that they earn is spent on necessities such as shelter, healthcare, food and transportation, with precious little left over for savings. Second, the rent payments made by these households are more likely to remain in the local community since

the occupied rental homes are frequently owned and operated by local housing groups and authorities. By contrast, mortgage payments made by homebuyers tend to accrue to investors outside the area of interest.

One common misunderstanding about the economic importance of the occupancy phase is that sometimes it is characterized as the phase where property taxes are collected and nothing more. In this mischaracterization, this third phase is relatively small and new homes are little more that property tax paying entities. Of course, nothing could be further from the truth. Yes, property taxes may be the single largest tax payment made by a household to a government, but property taxes are not the only tax revenue generated during this phase. Sales and use taxes are collected franchise taxes are collected as are all sort of fees governments levy in an effort to cover the cost of providing public services.

Another common misconception is that each newly built home has roughly 2.5 school age children and since education costs are the single largest expense of local government, new homes are financially detrimental. However, the actual number of school age children per house is about 0.5 not 2.5. As a result, the cost of educating a household's children is about one-fifth what many think it is.

As is the case with the induced phase, the economic impact of the occupancy phase is also easily calculated and is smaller than the effects of the induced phase. Again, as with the induced phase, the economic potency of the occupancy phase is somewhat larger when looking at the economic impacts of home construction and renovation in Colorado as opposed to the Denver metro region because leakages are larger the smaller the geographic area being analyzed.

Although smaller than the induced phase, this phase lasts as long as the house is occupied. As a result, over longer periods of time, the cumulative economic impact of this phase can easily exceed the impact of the first two phases even when combined. To better understand the cumulative impact the occupancy phase has this, analysis includes a 10-year impact analysis.

Throughout this report including the appendices, the occupancy phase results assume that absent the new home being built, there would be no new revenue to the area. This is because even if the homeowner commutes to a job far away, the vast majority of the income earned by the household is spent where the household and thus the house is located, not where the job is. As such, one may think of a house as a way of keeping income earned in the community and in that way reducing leakages dramatically. This is very similar to the mindset that encourages the building of retail establishments in a community. Absent good retail options, households will necessarily drive outside the community to movies and restaurants and more generally spend their money elsewhere, harming the local economy and reducing local multipliers.

To better understand the methodological approach used and outlined above, consider the following example. Imagine a new household moving to Colorado and the householder finding employment in Greeley. Further assume that unable to find housing in Greely the household lives in Denver. The key question is where will the vast majority of household spending occur and why? As mentioned the previous paragraph most if not all household spending will occur in

Denver as that is where the household resides and the reason is because that is where the household was able to find housing they could afford. As such, the house location is the key determinant of where virtually all household spending will occur. Separately, it should also be noted that absent employment, the household could not afford to rent or buy the home they occupy.

With a better understanding of how the model works and having highlighted some of the key assumptions of each phase, let us now look at the economic details and see precisely how stimulative different types of housing are to both the Denver metro region and the State of Colorado. Given the different types of construction analyzed and the varying quantities it should not be surprising that the results vary dramatically but in all cases the benefits are large, and when looked at over an extended period of time, exceptionally large.

Evens Station Lofts in Denver, Colorado

Data

Data for subsidized affordable housing production and rehabilitation were obtained from a variety of primary sources in an effort to achieve a full census over the 2009 - 2013 timeframe. Despite some restrictions in the provision of owner-occupied home detailed information and lack of response to some data requests from housing authorities, the resulting data set is a very good representative sample and is moreover, nearly the entire population of subsidized affordable production. The time period 2009 through 2013 was used since rent-subsidized activity varies substantially from year to year and by taking a five-year average of all such activity, it is hoped that results provided are a fair representation of average annual rent-subsidized activity.

Sources for the data include, Colorado Division of Housing, Colorado Housing and Finance Authority, inclusionary housing jurisdictions (Denver, Boulder, Aspen, and Summit County), public housing authorities within the State of Colorado, National Housing Preservation Database, "*HUD User Data: Picture of Subsidized Households*" and information from HUD Multifamily FHA insured projects. Subsidized funding programs include Community Development Block Grant, HOME Investment Partnership Program, Colorado Housing Development Grant, Neighborhood Stabilization Program, Section 8 Housing Choice Voucher Program, Private Activity Bonds, and Low Income Housing Tax Credits. Related data coordination work was executed in partnership with the Urban Land Conservancy and The Piton Foundation.

Data for all market rate housing production was provided by the Denver office of MetroStudy, and include construction activity in calendar year 2013. Since market rate activity fluctuates much less than rent-subsidized activity and is much higher, using a five year average was not considered necessary.

Other sources for the market rate data include: Colorado Department of Local Affairs, Colorado Department of Revenue, MetroStudy lot-by-lot new housing survey, assorted proprietary surveys of builders and developers and the Colorado Apartment Vacancy & Rent Survey conducted by The University of Denver.

Overview of Results

This section presents the economic impacts of a wide variety of housing types. It begins by presenting the results for market-rate single-family and multi-family construction, within the State of Colorado and then within the smaller boundaries of the Denver metro region. This section then examines new rent-subsidized construction at the statewide level and then in the Denver metro region, and concludes by highlighting the economic impact of rehabilitating existing rent-subsidized homes in the state of Colorado and the Denver metro region. Before the results are provided, this section discusses the interrelationship between a healthy economy and a healthy housing market.

The benefits of new residential construction, whether market-rate or rent-subsidized and the impacts of residential rehabilitation activity are both large and varied. The section below gives a brief overview of the general themes that are pervasive through this analysis. For more details please consult the tables below and appendices A thought H located in the back of the report.

Before providing the results of this analysis in tabular form, five recurring themes run through all the new construction and rehabilitation results and are of substantial importance. First, the 10-year totals are multiples of the construction phase or the induced phase. This is because the occupancy phase, unlike the first two phases (the construction phase and the induced phase) which both last less than a year, lasts as long as the homes are occupied. As a result, over time and despite being much smaller than either the construction phase or the induced phase, it is the occupancy phase that generates a very large percentage of the 10-year totals. As a result, the occupancy phase, should also be included and carefully estimated when measuring the potential impact of new home building.

Second, the induced phase is always smaller than the construction phase but always larger than the occupancy phase. That is, the amount of income, taxes and employment generated during the induced phase are smaller than the amounts generated during the construction phase but larger than the levels generated during the occupancy phase, no matter the definition of the occupancy phase used. The point here is that despite the construction phase receiving the bulk, if not all, of the attention, the induced phase is quite large, despite being all too often casually dismissed while the occupancy phase is also much larger than generally understood.

Third, in every case of new construction, the total number of new construction jobs generated during the construction and ripple phases are less than all the new jobs created in the rest of the economy. That is, even though it is residential dwellings that are being built, more than half the new jobs created are not in construction. This is because residential construction requires so many inputs from so many other industries. As a result, when home building is doing well so is the rest of the economy.

Fourth, in all cases, the economic impacts are all substantially larger when the unit of analysis is Colorado compared to when it is the Denver metro region. This is not to suggest that the state of Colorado is economically superior or that the Denver metro region must try to somehow catch up, but rather that the bigger the geographic area being analyzed, the larger the economic multipliers because the fewer leakages there are.

While mentioned in passing earlier, multipliers and economic leakage are a critical part of this economic analysis, or any analysis where construction activity takes place, be it a hospital, football stadium or industrial park. The underlying notion is that when a dollar is injected into an economy it multiplies because it leads to more spending, which then creates more income, again and again. The multiplier effect refers to the increase in final income arising from any new injection of spending. Of course, the size of the multiplier depends on many things, including household savings rates, tax rates and the amount of goods and services imported from outside the area of study, all of which are leakages and depress the size of the multiplier. In this analysis, the two things that are significantly different between the Colorado studies and the Denver metro region studies are the amount of goods that are imported and the level of taxation.

Fifth, the number of full time equivalent construction and induced jobs per house is quite large at roughly four jobs per house for new market-rate construction activity and two jobs per house for rent-subsidized construction activity. This difference exists because market-rate homes are substantially more expensive than are rent-subsidized homes. Employment effects are roughly half to a quarter as large for rehabilitation work at roughly one job per home regardless of location compared to new construction activity. Finally, because of the conservative assumptions made in this analysis, there are no occupancy effects for rehabilitation work. This is because it was assumed that all rehabilitated homes were occupied prior to being rehabilitated.

Table A:

Table A			
6,516 New Denver Market Rate Single-Family Units			
	Local Income	Taxes & Fees	Jobs
Construction Phase	$1,319,392,900	$319,015,900	17,220
Induced Phase	$764,569,000	$85,771,300	10,950
Occupancy Phase	$239,029,600	$50,224,900	3,591
10-year totals	$4,354,743,100	$881,923,750	
Temporary Jobs	28,170		
Permanent Jobs	3,591		
Temporary Jobs/House	4.32		
Permanent Jobs/House	0.55		

Table B:

Table B			
11,861 New Colorado Market Rate Single-Family Units			
	Local Income	Taxes & Fees	Jobs
Construction Phase	$1,994,636,600	$614,847,600	28,110
Ripple Phase	$1,287,355,800	$262,158,100	20,091
Occupancy Phase	$443,547,900	$127,694,700	7,225
10-year totals	$7,495,697,450	$2,090,105,350	
Temporary Jobs	48,201		
Permanent Jobs	7,225		
Temporary Jobs/House	4.06		
Permanent Jobs/House	0.61		

Table C:

Table C			
3,943 New Denver Market Rate Multifamily Units			
	Local Income	Taxes & Fees	Jobs
Construction Phase	$716,220,300	$114,327,500	9,432
Induced Phase	$379,427,200	$44,335,800	5,390
Occupancy Phase	$212,521,800	$35,765,700	2,667
10-year totals	$3,114,604,600	$498,437,450	
Temporary Jobs	14,822		
Permanent Jobs	2,667		
Temporary Jobs/House	3.76		
Permanent Jobs/House	0.68		

Table D:

Table D			
5,494 New Colorado Market Rate Multifamily Units			
	Local Income	Taxes & Fees	Jobs
Construction Phase	$848,467,200	$180,474,000	12,060
Ripple Phase	$496,818,900	$105,015,600	7,693
Occupancy Phase	$272,068,600	$71,135,100	3,791
10-year totals	$3,929,937,800	$961,273,050	
Temporary Jobs	19,753		
Permanent Jobs	3,791		
Temporary Jobs/House	3.60		
Permanent Jobs/House	0.69		

Table E:

Table E			
618 New Denver Rent Subsidized Units			
	Local Income	Taxes & Fees	Jobs
Construction Phase	$54,428,900	$4,959,200	717
Induced Phase	$26,577,500	$3,228,300	375
Occupancy Phase	$14,162,100	$1,609,900	175
10-year totals	$215,546,350	$23,481,550	
Temporary Jobs	1,092		
Permanent Jobs	175		
Temporary Jobs/House	1.77		
Permanent Jobs/House	0.28		

Table F:

Table F			
823 New Colorado Rent Subsidized Units			
	Local Income	Taxes & Fees	Jobs
Construction Phase	$72,629,800	$12,183,000	1,033
Ripple Phase	$40,482,300	$8,727,600	624
Occupancy Phase	$20,592,100	$4,427,700	282
10-year totals	$308,737,050	$62,973,750	
Temporary Jobs	1,657		
Permanent Jobs	282		
Temporary Jobs/House	2.01		
Permanent Jobs/House	0.34		

Table G:

Table G			
392 Rehabilitated Denver Rent Subsidized Units			
	Local Income	Taxes & Fees	Jobs
Construction Phase	$21,249,000	$2,934,000	182
Induced Phase	$10,888,000	$1,231,000	167
First Year Totals	$32,137,000	$4,165,000	349
Temporary Jobs	349		
Temporary Jobs/House	0.89		

Table H:

Table H			
584 Rehabilitated Colorado Rent Subsidized Units			
	Local Income	Taxes & Fees	Jobs
Construction Phase	$27,597,000	$3,752,000	237
Ripple Phase	$14,832,000	$3,246,000	228
First Year Totals	$42,429,000	$6,998,000	465
Temporary Jobs	465		
Temporary Jobs/House	0.80		

The Housing Affordability Gap

Before determining the housing affordability gap, several caveats are in order. First, the analysis must be done for a single point in time since the affordability gap changes from month-to-month and year-to-year. Second, the gap must be determined for discrete income brackets and not for the entire population since there may in fact be no overall housing gap if there are surplus homes available for higher income bracket households while simultaneously there are shortages at lower income levels. Third, the housing affordability gap will be estimated for rental homes only and fourth, it is assumed that there is an affordability gap only if a household spends more than 30% of its income on housing. The lower the percentage of income dedicated to housing, the worse the affordability gap will be. Conversely, raising the allowable percentage of household income to be devoted to housing lowers the magnitude of any housing affordability gap.

An affordability gap can be said to exist when there exists a shortage of rental homes for a given level of household income. As a result of the shortage, affected households must spend more than 30% of their monthly income on rent. However, were a sufficient number of rental homes available with rents the households in question could afford, these households would no longer be rent burdened and the affordability would be eliminated.

Based on 2013 data, the latest year for which comprehensive rental rates and quantities for both market-rate and rent-subsidized homes, income data, and renter data are available, the housing affordability gap for the State of Colorado is 103,133 homes among households with less than $20,000 in annual income. For the Denver-Aurora-Lakewood, CO MSA (Metropolitan Statistical Area), it is 58,677. Given that house prices and rents have increased since the data were collected and that income for the majority of these households has been largely stagnant, it is believed that the affordability gap today is slightly larger, perhaps exceeding 110,000 homes.

While that may not sound like a large number, to put it into perspective, that is an affordability gap equal to almost 16% of the existing rental housing stock in the State of Colorado. It is also a gap that, at current rates of affordable rental housing construction of 823 homes/year, will take over 100 years to eliminate, assuming no new households find themselves spending more than 30% of their income on housing. Even if all of last year's market rate multifamily production, which numbered 5,454, were devoted to affordable housing, it would still take upwards of 20 years to eliminate the existing housing affordability gap. Either way, there is no indication that the existing affordability gap will decline noticeably in the near future absent substantial intervention.

Table 1

Table 1						
	Colorado 2013					
	Affordable	Percent	Number	Number	Likelihood	Affordability
Income Level	Rent	of Inc	of HH	of Units	Ratio	Gap
Less Than $10,000	$250	30%	82,376	43,862	53%	38,514
$10,000 to $19,999	$500	30%	100,912	36,293	36%	64,619
$20,000 to $34,999	$875	30%	163,365	223,614	137%	(60,249)
$35,000 to $49,999	$1,250	30%	112,805	214,263	190%	(101,458)
$50,000 to $74,999	$1,875	30%	124,291	143,321	115%	(19,030)
$75,000+	GT $1,875	30%	127,106	49,502	39%	77,604
SUM			710,855	710,855		

Table 1 shows that in 2013 there were 710,855 renter households in the State of Colorado and that there were 710,855 rental homes in the state. On the surface this suggests there is no shortage of rental homes. However, that is why it is necessary to conduct this analysis for different income levels. The last column of Table 1 shows that among the poorest households in Colorado, those with incomes below $10,000, there is a shortage of 38,514 homes that rent for less than $250/month. As a result, the likelihood of a household with that income finding one of those homes is, at best, just 53%.

Table 2

Table 2						
	Denver 2013					
	Affordable	Percent	Number	Number	Likelihood	Affordability
Income Level	Rent	of Inc	of HH	of Units	Ratio	Gap
Less Than $10,000	$250	30%	42,121	18,925	45%	23,196
$10,000 to $19,999	$500	30%	48,956	13,575	28%	35,381
$20,000 to $34,999	$875	30%	82,834	112,774	136%	(29,940)
$35,000 to $49,999	$1,250	30%	61,979	120,990	195%	(59,011)
$50,000 to $74,999	$1,875	30%	69,516	83,566	120%	(14,050)
$75,000+	GT $1,875	30%	72,591	28,167	39%	44,424
SUM			377,997	377,997		

In the Denver-Aurora-Lakewood, CO MSA (Table 2), the rental gap for the same households is 23,196 homes and the likelihood that such a household will find a home that rents for $250/month or less is just shy of 45%. Because the likelihood ratio is lower in the Denver metro region than for the state as a whole, it suggests that the rental gap among households with incomes of less than $10,000/year is slightly more acute in the Denver region than in the State of Colorado.

The higher the likelihood ratio, the less severe the problem, and at 100%, there exists no housing gap. Any time the likelihood ratio is below 100%, there is a shortage of homes, and the lower the ratio the more severe the shortage. While the absolute affordability gap number is important (the last column), the likelihood ratio better defines the magnitude of the problem for any given income group, since it controls for both the population size as well as the number of available homes.

Among households in Colorado with annual incomes between $10,000 and $19,999, there is a shortage of 64,619 homes with rents between $250 and $500 and the probability of one of these 100,912 renter households finding an apartment such that they are not rent burdened is 36%. This makes the housing affordability gap much more acute for this income range than for the households with less than $10,000. This is also true for the Denver metro region. In the Denver region, the affordability gap for this income level is 35,381 homes and the likelihood ratio is a mere 27.73%. This implies that at best, roughly a quarter of households in this income bracket are not rent burdened and that the shortage of homes in this price range is again slightly more severe in the Denver region than in the rest of the State.

For renter household in Colorado and in the Denver metro region with incomes between $20,000 and $74,999 there is a surplus of rental homes for all three income levels. In the State of Colorado, the total surplus is 180,737 while in the Denver region it is 103,001. The probability of these households finding an appropriate home is always substantially in excess of 100%.

Among the wealthiest renters - those with household incomes greater than $75,000 - there appears to again be an acute shortage of rental homes. To be precise, there is a shortage of 77,604 homes that rent for more than $1,875 in Colorado, and a shortage of 44,424 of such homes in the Denver metro region. The likelihood of these households not being rent burdened is just shy of 39% in Colorado and in the Denver region.

However, the problem for these households is certainly less severe. Wealthy households can choose a home that rents for less than $1,875/month and solve their problem in that way. Of course, this slightly reduces the number of homes available for those with incomes between $20,000 and $74,999, but since there is no shortage of affordable homes for this group that is not a problem. Regrettably, among those with the lowest incomes “renting down” is not a viable strategy.

Methodology

In this analysis, the two critical pieces of data are the number of households within each income bracket and the number of rental homes available at various rental prices. All other results flow directly from these findings, coupled with the assumption that a household is rent burdened if it spends more than 30% of its income on housing.

The number of households within each income bracket comes directly from the 2013 American Community Survey 1-year estimates and the table showing “Household Income by Gross Rent as a Percentage of Household Income in the Past 12 Months.” The number of rental homes available at different rent payments also comes directly from the 2013 American Community Survey 1-year estimates and the table showing “Gross Rent.”

The number of homes available between specific monthly rents is then compared to the number of households who can afford that rent burden without it being greater than 30% of their income. Importantly, all homes that pay no cash rent are included in the lowest rent level, that being below $250/month. As such they are considered part of the rental stock for households with less than $10,000/year in annual income. Finally, this analysis assumes no vacancy rate and that the American Community Survey has correctly counted all rental homes.

Mile High Vista in Denver, Colorado

Discussion

Successful Housing Markets

To have a successful economy and labor market it is essential to have a healthy and diverse housing market. A healthy housing market includes an ample supply of new and existing houses, expensive and inexpensive homes, rental homes and owner-occupied homes. Insuring that many housing alternatives are available increases the ability of all households to find a dwelling that is suitable for their particular life situation.

Some households have been saving for years and are finally ready to buy a condominium downtown. Others are recent college graduates and very much need an affordable rental place near where they work if they are to make ends meet. Still others need the social services that come with a rent-subsidized home if they are to successfully live on their own while other families need access to supportive services in addition to rent subsidies.

Some households need to be near transit because they cannot afford a car. Some elderly need are unable to drive, and living near public transit allows them to lead dignified independent lives. Similarly some individuals have physical limitations that prevent them from living in a single-family home and they too count on being able to find a multifamily home that works for them. At the same time, other households are looking forward to retirement and to downsizing when they become empty-nesters.

Of course, many households look forward to living in the suburbs and having a backyard as that is what they enjoyed when they were young and that is what they want to give to their children. These same families also are drawn to the suburbs because of the space that comes with living in suburbia. Lastly, with more and more jobs being located in the suburbs, living outside of the city can also end up reducing commuting times.

The key is to make sure there is a sufficient supply of various types of housing. If prices are rising quickly for one type of housing it is a clear sign that there is an insufficient amount of that type of housing. If all housing prices are rising quickly, it means not enough housing of any type is being built, and as a result competition between buyers is heating up and in the process is driving up housing prices. While such a situation can occur at any time, if it is prolonged it is a sign of underlying housing supply problem.

If housing price increases outpace income growth for a prolonged period of time, the entire demographic composition of a community can change. For example, when lower income renters are gentrified out of neighborhoods experiencing rapid price appreciation, the underlying composition of the neighborhood can change. Existing homeowners in such neighborhoods may see their property tax bills rapidly rise, resulting in these families being forced to spend well over 30% or 40% of their income for housing, becoming by definition cost burdened, and ultimately having to move to less pricy locations, perhaps requiring a longer commute.

Another effect of building homes is that with very few exceptions and regardless of the price of the new homes built, their addition to the housing stock almost inevitably exerts some downward pressure on most home prices. Most buyers have limited incomes and thus face financial constraints, so lower prices are unambiguously a benefit. If the new homes are entry level homes, they should, by increasing supply, reduce the rate of appreciation of such homes and in the process make more housing stock available for newly formed households, ones that are often most vulnerable.

Even if the new homes built are very high priced, the impact is similar. When a high price home is built, it increase the supply of high priced homes which puts downward price pressure on them, and that downward pressure can filter through the entire local housing market as the wealthy no longer have to bid up the price of expensive housing or its closest substitute housing that is almost as expensive. As a result, overall affordability is enhanced, employers will find it easier to find employees and as mentioned earlier, the population of the community and state will more easily accommodate growth.

Importance of Affordable Housing

When a municipality or a state takes inventory of all its assets, parks, schools, employers, high-tech jobs, infrastructure, cultural events, recreational opportunities and sports teams are almost always mentioned. Usually institutions of higher learning are also mentioned, as are interstate highways, airports, distances to other large cities and even famous personalities. Rarely is the quality and cost of the existing housing stock mentioned. This is unfortunate. For most households, shelter is the single most expensive item in their monthly budget and the foundation from which other major life decisions are made.

As a result, the price of housing very much matters. All else equal, communities with housing options that are affordable for all or most income levels should be substantially more appealing to businesses looking to relocate and/or expand and households looking to put down roots. Ideally, households with incomes of $55,000, the so-called middle class, should be able to find houses or apartments they can afford and so too should households with incomes of as little as $20,000 or as much as $100,000 and beyond.

While this is clearly borne out by the fact that Dallas and Charlotte are fast growing and, importantly, affordable, while New York and Boston are slow growing and very expensive, it is also the case that cities that were once affordable do not always remain so. Fifty years ago, Seattle was not an expensive place to live and neither was Boulder, Colorado. Today, Boulder makes Seattle look cheap and Seattle is one of the most expensive cities in the United States. For a growing municipality to remain affordable, it takes a willingness to continually build sufficient residential homes at varying prices to keep up with population growth. Again, the combination of insufficient residential construction activity (a lack of supply) along with population growth (increasing demand) will necessarily push up prices and reduce affordability.

Colorado is a popular destination and has been experiencing rapid, albeit slightly slowing, population growth. Census data shows that the State population increased from 3.3 million on 1/1/1990 to 4.3 million on 1/1/2000, an increase of one million people in ten years. Since reaching 4.3 million in 2000, it took thirteen more years for the State population to grow by

another million and reach 5.3 million on 1/1/2013. While population growth appears to be slowing, Colorado's population is still 60% larger than is was 24 years ago, a compound rate of growth of 2% per year, twice the rate of growth as the nation as a whole. Moreover, according to the Census Bureau, between July 1, 2012 and July 1, 2013, Denver was the 4th fastest growing city among the 50 most populous cities in the nation, although recent demographic forecasts by the State Demography Office suggest that that growth rates in Colorado will soon start declining.

Clearly, the Denver metro region and Colorado are popular destinations, in part because they have historically been relatively affordable places to live, attracting both firms and households. But to be able to continue to remain affordable over the next decades and thus be competitive as an employment base, the Denver region and Colorado will have to make a concerted effort to build residential homes that are affordable to households of different incomes to accommodate continued population growth.

The cost of housing becomes still more important when income trends and net worth are taken into account. Between 2001 and 2007, the national median household net worth rose from $113,781 to $135,400. However, by 2011 it had fallen to $81,200 because of the toll taken by the Great Recession. Similarly, real median household income was as high as $56,436 in 2007 but fell to $51,939 by 2013, back to where it was in 1989.

This combination of less wealth and less income for many households means the middle-class will find it increasingly difficult to scrape together enough money for a down payment and will find it harder than ever to make their monthly payments unless they can find housing they can afford. Moreover, the need for affordable homes is unlikely to go away soon, given poor median income performance of late and given that less than half the population owns any type of publicly traded firm equity, inside or outside of a retirement portfolio and thus has failed to benefit in any meaningful way from the dramatic rise in equity prices over the last few years. Moreover, the Colorado Department of Labor and Employment estimates that over the next ten years, 70% of the new jobs created will pay less than $36,000 per year, putting added strains on the supply of affordable housing.

Social Benefits of Housing

It is important to look beyond the large economic and financial benefits housing provides to a community and to a state. While many of the social benefits of housing are, at best, hard to quantify, they are significant and should not be ignored.

By building more housing, and in particular more affordable housing, households on the financial edge - those that live from paycheck-to-paycheck – are much less likely to wind up living in shelters or drifting from family member to family member. Instead, these households will able to spend a greater share of their income on health care, food, education and transportation. In this way, these households, and any children in them, will have a better chance to lead healthier, more productive lives, and absent the mental exhaustion of constant financial stress.

In addition, an increased supply of affordable housing, be it new or rehabilitated, reduces overcrowding, and according to Sampson and Raudenbush provides for a more stable and safer community by strengthening social ties with neighbors. Other research by Warner and Roundtree suggests that by improving household stability, affordable housing improves student performance, and reduces dropout rates and crime. In addition, adults occupying affordable homes have been found to have lower levels of psychological distress and improved mental health.

Another benefit of affordable housing programs is that frequently the tenants receive additional supportive services. Sometimes living in rent-subsidized housing is a temporary event made necessary because of a lost job, a work accident a health crisis or the death of a family member and that can, with some help, be overcome. Supportive services can assist a family in recovering from these situations, and they may then subsequently move on to buy a home of their own, find better employment, save some money for the future and generally improve their living conditions. Supportive services are often targeted toward children and keeping them in school and at performing at grade level, increasing their long-term odds of success.

Persons without a safe and stable place to live often fall into cycles of homelessness. In addition to the emotional stress and the lack of a sense of control over their lives, there are also significant costs associated with homelessness. The most recent point-in-time study conducted in Colorado estimated that chronically homeless individuals have an average annual health care cost to the state of over $28,000, compared to only $6,000 for their housed peers. Similarly, recent research conducted in Denver finds that housing and providing other social services to the most intensive users of public services that are chronically homeless can be expected to dramatically reduce costs to taxpayers.

In closing, this study has not attempted to quantify any of the social benefits of housing. That said, from the cursory review above, it should be clear that the social benefits of sufficient housing are large and should be carefully considered when new housing programs are under discussion.

Why Is There A Housing Affordability Gap?

There are a number of reasons why there is insufficient rental housing for households with relatively low incomes. Often times, through local policies and priority-setting, affordable housing is only available for households with at least one working member, an elderly member, or someone who is disabled. As such a single non-working person, or a household just slightly above the AMI cut off will not qualify for rental assistance and may find themselves rent burdened.

As rents have increased, the requirement that the subsidized household come up with their portion of the rent, typically 30%, has become increasingly difficult. This is because the incomes of the tenants have, at best, been stagnant over the last decade and worse still have, in many cases, actually declined.

Cost containment efforts imposed as a result of federal government spending cuts can limit the ability of housing authorities to respond to new and tighter rental markets. As an example,

during the worst of the Washington budget cuts, some housing authorities required that 2-people share a bedroom. If that means that a brother and sister share a bedroom, that might drive some households out of rent-subsidized programs and unsurprisingly, those same households may become rent burdened.

Additionally, because Congress has managed to pass only one budget since 2009 federal agencies, including the Department of Housing and Urban Development (HUD), have had to generally survive on a steady diet of short-term budget appropriations that continually need renewal. While these short term budgets keep money flowing, they offer little in the way of certainty and thus make it difficult for housing authorities to effectively manage waiting lists and impossible for developers to make any kind of long-term capital plans.

Some landlords do not wish to work with housing authorities because they find that the paperwork involved and the added requirements to be burdensome and onerous. As a result, these landlords choose not to enter any Section 8 or tenant based programs. Thus, the number of homes available to moderately-low and lowest income households is less than what it might otherwise be the case if these landlords were to otherwise participate.

Another impediment is that higher rents have pushed some homes that were formerly in the stock of affordable housing out of it. This is because housing authorities cannot issue vouchers for more than 70% of the "payment standard" rent. Regrettably, for a number of reasons, HUD has not always been able to keep up with the rising "payment standard" and as such the definition of allowable rents lags market rents, thus reducing the supply of affordable homes.

Rising utility prices can also play a destructive role. As utility prices rise, utility allowances for renters rise, and in the case of low income tax credit (LIHTC) homes, the increase in the utility allowance can force rents down, thereby discouraging investment in LIHTC homes.

Another problem involves security deposits and application fees charged by landlords. In a tight rental market, this burden inevitably increases as prospective tenants often must provide applications and related fees to multiple properties. While often fair and reasonable, these added costs are often an insurmountable barrier for the tenant even though they have a rental assistance voucher in hand. This is because potential tenants all too often have little or no savings, and thus cannot come up with the requisite funds, thereby effectively keeping them out of the rental assistance program.

Flat to declining incomes are another reason many households are rent burdened. Over the past decade, incomes for many American households have been declining, making it that much more difficult for the household to come up with their share of the rent even with rent assistance. According to a recent study from the Harvard Joint Center for Housing Studies, real median renter costs in 2013 were about five percent higher than in 2001 while, even with modest income gains in 2013, median incomes were nearly 11 percent lower. In these cases, even if added vouchers become available absent additional sources of funds the affordability gap grows.

In addition to pushing up the rate of unemployment, the Great Recession also temporarily reduced the value of LIHTCs. This is because the value of each LIHTC is largely determined by the income tax bracket of the investors. During the 2008 financial crisis many more firms and

individuals than usual had no taxable earnings. With fewer profits to shelter, investor demand for tax credits declined and along with it so did the price of the tax credits. As a result, the number of new LIHTC homes planned generally declined. In short, whenever profits fall, LIHTC construction activity falls too. In addition, given the recent budget battles in Washington, DC, there has been considerable concern that Congress may do away with funding for the LIHTC program.

The dearth of affordable housing can also be at least partly attributed to a lack of funds dedicated solely to affordable housing. All too often, funds for one purpose get reallocated during budget negotiations, or during a budget crisis and as a result funds that may have originally been raised for affordable housing, for rent subsidies, or for assembling parcels for development get spent elsewhere. While spending on other priorities may be well intended, the fact remains affordable housing necessarily suffers as a result.

Demographics are also partly to blame. The enormous size of the Millennial Generation, like the Baby Boomer Generation, will necessarily put strains on affordable housing resources by impacting the demand for market rate housing. Their huge population will boost demand for market rate rental housing, and in the process increase market rate rents, thereby increasing the need for affordable housing.

Another demographic factor that is likely to impact the supply of affordable housing will be the need for more "supportive housing" for Boomers as they age. Recent estimates from the Colorado State Demographer show that the number of Coloradans over age 65 is projected to more than double over the 20 years. Their increasing demand for social services is likely to pull money away from affordable workforce housing as senior housing and supportive housing get increased priority.

Community resistance to affordable housing is another reason why an insufficient amount of it is built. All too often, neighborhoods organize so as to better resist efforts made by housing authorities, developers and other government entities to build affordable housing nearby. Reasons given for opposing affordable housing include misconceptions regarding its negative impact on existing house prices, increases in violence, increases in drug use, and other such excuses that are not necessarily corroborated by research.

Affordable homes are generally quite expensive to build. Total development costs per home are frequently more expensive than market rate homes, due to a complicated array of financial, legal and compliance issues. In addition, in some cases buildings with affordable homes also house social workers and other social services so as to aid the inhabitants. While beneficial, these added services increase costs, thus reducing the number of homes that can be built.

Lastly, perhaps the single most important reason why there is a dearth of rental homes for low-income households is that new residential construction market is generally unable to supply the necessary new homes due to regulations and restrictions. That is, because of restrictive (and numerous) local regulations and ordinances having to do with unit size, density, parking requirements, land costs, set back requirements and more, it is not financially possible for builders to build the necessary homes.

Affordable Housing Solutions

There are many creative ways to build affordable housing and-there are many programs that provide financial resources and leverage public-private partnerships to facilitate the development of affordable housing. Ideally, going forward developers and builders should be able to build new housing that are affordable both with and without government subsidies, because different types of affordable housing are likely to require varying subsidy levels. While subsidies make the development and construction process more complicated, subsidies are usually the only way affordable units can get built given today's realities. That said, the subsidies necessarily come from tax revenues, and at present there are many demands on state and local budgets. In addition, because there are unlikely to ever be a sufficient number of affordable homes, since the demand generally far outpaces the supply, communities may need to embrace financial and non-financial strategies to ensure more affordable housing options are available so that more homes can be built.

The Overarching Approach and Philosophy

Given the overwhelming unmet need for affordable housing in Colorado, public funding through a variety of state, federal and local sources will always be a necessary component to meeting the housing needs of a community. However, there are a number of non-financial solutions that can be equally valuable in meeting future affordable housing demands. This list should be looked at as a possible set of solutions to be employed above and beyond additional public funding. Should more public monies become available, all the better.

However, a lack of government funding should not necessarily be considered an insurmountable barrier. There are ample number of things that communities and governments can do to improve affordability absent additional public investment. Moreover, it is also acknowledged that there is never a solution or package of solutions that is a "one-size fits-all" for every community. Rather, this discussion presents a range of potential tools that are available, each with pros and cons, and it is up to the local community leaders to determine the right combination of tools that will best meet their community housing goals.

- Small or experimental overlay districts with special features i.e. especially small lots
  - An excellent way to encourage risk-taking by the private sector is to zone a particular area differently than neighboring areas. In this way, the new and different codes and regulations are what creates the incentive for the developer and builder. In these cases the building codes are likely to be different than in surrounding areas and even experimental. Moreover, the overlay district may also offer tax advantages and even funding advantages. By making the overlay district relatively small, it is possible to experiment and see what happens on a small scale before deciding whether or not to expand it. This reduces risk for public officials, yet encourages new types of development that might not occur absent the special district and the benefits available within it.
- Dynamic zoning
  - At present, residential land use restrictions are usually static. Once enacted, they rarely change, unlike commercial zoning, which over long periods of time accommodates

higher land values by allowing for increased density. Dynamic zoning allows for residential zoning to change over time. A dynamic zoning rule would stipulate that every X number of years, any residential lot may be subdivided. Over long periods of time, this increases densities and does so only to the extent homeowners desire it. Since all buyers have the same rights and know when the period is until the next subdividing opportunity they may bid accordingly. In this way, residential densities may rise to accommodate higher land values.

- Deed restrictions
  - Deed restrictions, like other regulations, can have both benefits and drawbacks. The limitation with deed restrictions is if the deed restriction limits the amount of equity that the owner may retain at time of sale, households hoping to own their own home and build home equity may be at minimum slightly more reluctant to live in such dwellings
- Increased community involvement in the planning stages
  - Frequently there is opposition to affordable housing due to misperceptions, fear, concerns about decreased public safety, higher taxes, and a general feeling by local residents and even other public agencies that their needs and concerns are not being considered. Absent local support, construction of affordable housing is made, at minimum, more difficult. To better deal with this genre of problems, a well-designed and transparent planning process that includes good two-way communication with potentially affected residents is critical.
- Accessory dwelling units
  - Frequently, fully built out and nearly fully built out communities have land use restrictions that make it difficult to increase the supply of housing in general and affordable housing in particular. To that end, allowing existing home owners to rent out in-law apartments, or granny flats is a simple way to increase housing supply without public funding as long as they are up to code and compliant with all local rules and regulations (including HOA covenants).
- Permit modular, manufactured and other non-site built housing in existing communities
  - Many cities and towns disallow any sort of non-site built residential structures. However, most if not all, off-site built units are less expensive to build and can easily and efficiently accommodate small dwelling units. As a result, prohibiting these sort of structures eliminates a viable option for providing more affordable housing options. If allowed, some landowners will necessarily seize this opportunity and supply more residential units.
- Encourage Manufactured and Modular Communities
  - In many cases, existing manufactured housing communities are prevented from expanding and are in some cases owners are encouraged due to rising land values to sell to developers who will build on the very valuable and underutilized land. If the land the community is on is immensely valuable, rather than destroying the community by selling the land, perhaps a land exchange could be made part of the sale process. In this way, existing residents will have a place to move to that is relatively nearby, reducing the loss of affordable housing and possibly increasing it. Manufactured housing communities can be an outstanding source of affordable housing and should be encouraged to grow and expand

- Land Banks
  - Frequently, simply assembling a parcel of sufficient size for a multifamily development to be built is impossible. To overcome this problem, it may be necessary to create a land bank. Land banks are public entities with the authority to facilitate the resale of foreclosed properties, execute redevelopment plans, condemn vacant properties, expedite acquisition of title, assemble large parcels, sell property, etc… In this way, land banks can make development possible that otherwise would not happen.
- Incentives to develop vacant and underutilized structures
  - Vacant structures present many challenges. There can be health and safety hazards, they can hinder economic development, decrease property values and worse. Through a combination of outreach, advocacy, enforcement, and incentives within a very limited geographic area, eyesores can become assets. At core, the aim of these programs must be to offer investors incentives to build. These may include property tax abatements for early investors and occupants, density bonuses, expedited reviews, relocation of police and fire substations and demolition of existing buildings.
- Single room occupancy structures
  - With rents very high in many metro locations, one solution is to create incentives for developers and land owners to build single-room occupancy homes, or "micro-housing." While those opposed suggest that these homes are small and may be a fire hazard, if built to code they are housing assets. By virtue of their size, the rent paid per square foot is much lower for these homes than for a standard size apartments. Moreover, they can be ideal for students, seniors, and other low-income single adults.
- Exclusionary zoning
  - Many jurisdictions currently regulate residential development through minimum lot size requirements such as one acre minimum lot sizes and façade requirements that serve no public safety purpose. While aesthetically pleasing, such requirements necessarily drive up the cost of new residential construction, and in the process reduce affordability. In such jurisdictions, building codes could be amended to allow construction of smaller, more affordable homes where vacant land is available.
- Inclusionary zoning
  - While adopted by some jurisdictions in an effort to promote affordable housing, inclusionary zoning has been found in some cases to have the opposite effect. Inclusionary zoning generally requires developers to set aside a certain percentage of new homes to be affordable. Two problems with this approach are that when times are bad, no construction occurs and thus no affordable homes are built, and in many cases the market–rate housing that is built is more expensive than would otherwise have been the case since it must effectively subsidize the mandated affordable homes, thus reducing affordability
- Transit Oriented Development
  - By locating housing near public transportation, not only can occupants save money by not having to own a car, but developers may be given permission to have fewer parking spaces per unit. This can result in large financial savings making these homes much more desirable to build. In this way the cost of owning a car can be severed from the cost of renting an apartment or owning a condo.

- Social investing by the private sector
  - Rather than relying on traditional funding mechanisms to build housing, consider social investing. In these cases, the private sector puts up the capital and in exchange is given access to a future stream of income only if certain objective and clearly measurable social targets or outcomes are met. If they are not met, no payout is made. By harnessing this approach, more capital may be attracted to affordable housing than might otherwise be the case.
- Expedited reviews for affordable projects
  - A continuing complaint of residential builders is that often it takes far too long for plans to be reviewed or examined, permits to be issued and inspections to be conducted. Delays cost money and in the process reduce affordability. The impact of frequent delays may appear small, but if they are sufficiently large and/or frequent so as to discourage construction activity that otherwise would have taken place, they reduce affordability. If plans are reviewed quickly and permits issued as expeditiously as possible, this would encourage residential construction.
- Make sure housing plans mesh with population growth and OED/EDC plans
  - Often the local Office of Economic Development or Economic Development Corporation works diligently to attract corporate investment and jobs to a community only to find an insufficient amount of housing stock available. This is one manifestation of a more general problem where not enough housing is built to accommodate easily anticipated population growth. Frequently housing is looked at on a permit-by-permit basis and not holistically. As a result, when a project is denied, there is no appreciation that those homes at that price level are still needed. A solution to this problem is to require that some percentage of existing CDBG monies be devoted solely to funding affordable housing rather than economic development.
- Brownfields development
  - Redevelopment of brownfields can increase the tax base, create new jobs, allow for the utilization of existing infrastructure and the removal of blight and allow builders access to potentially inexpensive land. The problem is legal liability. Absent protection from potentially huge clean-up costs, developers will shy away from building on such sites. One solution is Voluntary Cleanup Programs (VCP). In these programs local governments can offer tax credits, low cost financing and more flexible cleanup standards than federal and state Superfund laws. Importantly, these VCPs include liability assurances and incentives, such as promises not to sue, third-part liability relief to lenders and new land owners.
- Increased monitoring of housing providers
  - Once affordable housing is built, it is essential that housing providers play by the rules. To that end, it is essential to regularly conduct matched-pair housing audits of housing providers. Absent the possibility of being audited, it is possible that rates of discrimination against African Americans, Hispanics and applicants with babies will be higher than would otherwise be the case. While discrimination may never be eliminated, reducing it to a minimum is necessary if all are to have equal access to community resources.

None of the above mentioned solutions is a silver bullet and no one suggestion will alleviate an affordability crisis. However, when looked at in total and when a number of these solutions are

applied at once, they can make a large difference. The essential point is that to increase housing affordability, it is best to employ many techniques simultaneously. By publicizing the wide menu of options available, builders and developers will undertake risk they would otherwise not. And the larger the menu of options, the more risks will be taken as different developers and landowners attempt different solutions based on their different business models and advantages. The key is to offer many alternatives and in the process excite a large variety of builders, developers and financiers.

Village Park Apartments in Grand Junction, Colorado

Appendix

Appendix A

Single-Family Market-Rate Denver CSA Construction Activity: One-Time Impacts

During calendar year 2013, 6,516 new market-rate single-family homes were built across the Denver-Aurora, CO Combined Statistical Area (hereafter the Denver CSA). The Denver CSA is a geographic area composed of the Denver-Aurora-Lakewood, MSA, (which is composed of Adams, Arapahoe, Clear Creek, Douglas, Elbert, Gilpin, Jefferson and Park counties, the City and County of Broomfield and the City and County of Denver) the Boulder MSA (which is composed of Boulder County) and the Greeley MSA (which is composed of Weld County). While the actual number of homes built will vary from year to year, 2013 was not an abnormal year and this study presents the economic impact of building 6,516 new market-rate single-family homes in the Denver, CSA.

The one-year combined local economic impact of building 6,516 market-rate single-family homes in Denver includes:

- $2.1 billion in local income
- $404.1 million in taxes and other revenues for all local governments, and
- 28,171 full-time equivalent jobs, including
    - 12,258 construction jobs
    - 5,098 Wholesale and retail jobs
    - 2,272 Business and professional jobs
    - 2,178 Local government jobs, and
    - 1,467 Health, education and social service jobs

These totals include all local income and jobs for residents of the Denver CSA. These totals also include all taxes, fees, permit costs, user charges, and licensing fees for all the above jurisdictions. These results also represent the direct and the indirect impact of home building, and the resulting economic impact that results from all residents who earn income directly and indirectly from this residential construction activity and subsequently spend a portion of it within the Denver CSA.

Single-Family Market-Rate Denver CSA Construction Activity: Recurring Impacts

The annually recurring economic activity that results from the building of 6,516 market-rate single-family homes in the Denver CSA includes:

- $239.0 million in local income
- $50.2 million in taxes and other revenues for all local governments, and

- 3,591 full-time equivalent jobs, including
  - 967 Wholesale and retail jobs
  - 516 Health, education and social service jobs
  - 488 Eating and drinking establishment jobs
  - 305 Local government jobs, and
  - 276 Business and professional jobs

Unlike above, these totals are annually recurring and result from all new homes becoming occupied and the new households earning income, paying sales taxes, income taxes, property taxes, and all other governmental fees and spending part of their income in the Denver CSA.

While the benefits of the occupancy phase appear substantially smaller than those of the construction and induced phases, this phase lasts decades. As such, the benefits from this phase are in fact much larger than the benefits from the earlier phases if one adds up the benefits of new construction over a longer period of time. To that end, the 10-year economic impact of building 6,516 market-rate single-family homes in the Denver CSA is detailed below.

Single-Family Market-Rate Denver CSA Construction Activity: 10-Year Impacts

The 10-year total local economic activity that results from the building of 6,516 market-rate single-family homes in the Denver CSA include:

- $4.4 billion in local income
- $881.9 million in taxes and other revenues for all local governments
- 28,170 full-time equivalent one-year jobs, and
- 3,591 full-time equivalent permanent jobs

These totals include the one-time impacts as well as the annually recurring impacts that occur during the first ten years these houses are occupied.

The one-time, recurring and ten-year impacts are based on new market-rate single-family homes that on average cost $427,648, are built on raw land that, on average, costs $26,500 per home, have fees that average $35,501 per home, and have annual property taxes that average $3,180 per year.

Discussion

The local economic contribution made by new home construction is very large. To be precise, the sum of new household revenues and new taxes resulting from first-year one-time impacts that result from building 6,516 single-family homes is almost exactly $2.5 billion or $384,000 per home. Moreover, of the 28,171 full-time equivalent one-year jobs created, 12,258, or 44 percent of the jobs are in construction with the remaining 56 percent of the jobs dispersed across the rest of the local economy. This suggests that when residential construction is performing well not only does the construction industry benefit but so does the rest of the economy, so much so that more jobs are actually created in the rest of the economy than in the construction industry.

While the jobs created in the construction and ripple phases, are not permanent, that is the case with many jobs created today in this era of outsourcing, offshoring and computerization. What makes any job permanent is the opportunity to do the work involved again and again, be it teaching high school, serving hamburgers or fixing cars. As a result, all the full-time one-year equivalent jobs discussed here can easily be thought of as full-time equivalent permanent jobs if an equal number of new homes are built in future years. As such, construction jobs should not necessarily be considered so different than other jobs in our economy.

Another key finding, each new single-family home built creates 4.32 full-time equivalent one-year jobs, roughly 33 percent more than the national average of 3.24 full-time equivalent one-year jobs per house. The major reason for this is because the new market rate homes built in the Denver CSA cost $427,648, substantially more than the national average of $320,000. Lastly, each new home creates slightly more than half (0.55) of a full-time equivalent permanent job.

Appendix B

Single-Family Market-Rate Colorado Construction Activity: One-Time Impacts

During calendar year 2013, 11,861 market-rate single-family homes were built in Colorado. While the actual number of homes built in any given year will be higher or lower than 11,861, it is a fair representation of annual market-rate single-family construction activity throughout the state. This number includes the 6,516 market-rate single-family homes built in the Denver CSA and suggests that in 2013 market-rate single-family construction activity outside the Denver CSA totaled of 5,345 homes.

The one-year combined state and local economic impact of building 11,861 market-rate single-family homes in Colorado includes:

- $3.3 billion in state and local income
- $877.0 million in taxes and other revenues for all governments, and
- 48,200 full-time equivalent jobs, including
    - 20,051 Construction jobs
    - 8,505 Wholesale and retail trade jobs
    - 5,017 State and local government jobs
    - 3,952 Business and professional jobs, and
    - 2,428 Eating and drinking establishment jobs

These totals include all state and local income and jobs for residents of Colorado. These totals also include all taxes, fees, permit costs, user charges and licensing fees for all taxing jurisdictions in Colorado. These results also represent the direct and the indirect impact of home building and the resulting economic impact that results from all residents who earn income directly and indirectly from this residential construction activity and subsequently spend a portion of it within the borders of Colorado.

Single-Family Market-Rate Colorado Construction Activity: Recurring Impacts

The annually recurring state and local economic activity that results from the building of 11,861 market-rate single-family homes in Colorado includes:

- $443.5 million in state and local income
- $127.7 million in taxes and other revenues for all governments, and
- 7,225 full-time equivalent jobs, including
  - 1,804 Wholesale and retail trade jobs
  - 1,057 State and local government jobs
  - 922 Health, education and social service jobs
  - 912 Eating and drinking establishment jobs, and
  - 580 Business and professional jobs

These totals are annually recurring and result from all new homes becoming occupied and the new households earning income, paying sales taxes, income taxes, property taxes, water taxes and all other governmental fees and spending part of their income in Colorado.

While the benefits of the occupancy phase appear substantially smaller than those of the construction and induced phases, this phase lasts decades. As such, the benefits from this phase are in fact much larger than the benefits from the earlier phases if one adds up the benefits of new construction over a longer period of time. To that end, the 10-year economic impact of building 11,861 market-rate single-family homes in Colorado is detailed below.

Single-Family Market-Rate Colorado Construction Activity: 10-Year Impacts

The 10-year total state and local economic activity that results from the building of 11,861 market-rate single-family homes in Colorado includes:

- $7.5 billion in state and local income
- $2.1 billion in taxes and other revenues for all governments
- 48,201 full-time equivalent jobs one-year jobs, and
- 7,225 full-time equivalent permanent jobs

These totals include the one-time impacts as well as the annually recurring impacts that occur during the first ten years these houses are occupied.

The one-time, recurring, and ten year impacts are based on new market-rate single-family homes that, on average, cost $359,476, are built on raw land that on average costs $26,500 per house, have fees that average $32,212 per house, and have annual property taxes that average $2,427 per year.

Discussion

Comparing Appendix B to Appendix A allows one to see how much larger the economic impacts of home building are when the geographic area is widened from the Denver CSA to include the entire State of Colorado. First, many more homes are now included and second the economic multipliers are larger. As a result, the total number of temporary jobs created rises from 28,170 to 48,201 and the number of permanent jobs created from the new homes being occupied rises from 3,591 to 7,225, increases of 71% and 101% respectively.

Thinking about the effects on a per house basis, the number of temporary jobs declines from 4.32 in the Denver CSA to 4.06 in all of Colorado as the price of houses built outside the Denver CSA are slightly less expensive than those built in the CSA. However, the number of permanent jobs per house rises from 0.55 to 0.61 because the economic multipliers are slightly larger.

Much like employment increases that result when the geographic area is expanded so do revenues and taxes. In appendix A the one-time impacts include $2.1 billion in local income and $404.1 million in taxes and other revenues collected by local governments. With the larger geography the one-time boost to local income rises to $3.3 billion while one-time taxes and other revenues now paid to state and local governments rises to $877.0 million. The increases in incomes and taxes are 57% and 117% respectively. Similarly, recurring income from the occupancy phase rises from $239.0 million/year to $443.5 million/year while taxes paid to governments rise from $50.2/year to $127.7 million/year. Again, large increases of 86% and 154% respectively.

This comparison is not to suggest in any way that construction outside of the Denver CSA is better or worse than construction inside the Denver CSA. Rather, it is to highlight how important residential construction is no matter where it occurs and that employment, income and tax revenue growth follow no matter the location.

Appendix C

Multifamily Market-Rate Denver CSA Construction Activity: One-Time Impacts

During calendar year 2013, 3,943 market-rate multifamily homes were built across the Denver-Aurora, CO Combined Statistical Area (hereafter the Denver CSA). The Denver CSA is a geographic area composed of the Denver-Aurora-Lakewood, MSA, (which is composed of Adams, Arapahoe, Clear Creek, Douglas, Elbert, Gilpin, Jefferson and Park counties, the City and County of Broomfield and the City and County of Denver) the Boulder, MSA (which is composed of Boulder County) and the Greeley, MSA (which is composed of Weld County). While the actual number of homes built will vary from year to year, 2013 was not an abnormal year and this study presents the economic impact of building 3,943 market-rate multifamily homes in the Denver, CSA.

The one-year combined local economic impact of building 3,943 market-rate multifamily homes in the Denver CSA includes:

- $1.1 billion in local income
- $158.7 million in taxes and other revenues for all local governments, and
- 14,823 full-time equivalent jobs, including
    - 6,740 Construction jobs
    - 2,722 Wholesale and retail trade jobs
    - 1,180 Business and professional jobs
    - 842 Local government jobs, and
    - 771 Health, education and social service jobs

These totals include all local income and jobs for residents of the Denver region as defined by the Denver CSA. These totals also include all taxes, fees, permit costs, user charges, and licensing fees for all the above jurisdictions. These results also represent the direct and the indirect impact of home building, and the resulting economic impact that results from all residents who earn income directly and indirectly from this residential construction activity and subsequently spend a portion of it within the Denver CSA.

Multifamily Market-Rate Denver CSA Construction Activity: Recurring Impacts

The annually recurring local economic activity that results from the building of 3,943 market-rate multifamily homes in the Denver CSA includes:

- $212.5 million in local income
- $35.8 million in taxes and other revenues for all local governments, and
- 2,667 full-time equivalent jobs, including
    - 761 Wholesale and retail trade jobs
    - 428 Eating and drinking establishment jobs
    - 340 Health, education and social service jobs
    - 216 Business and professional jobs, and
    - 215 Local government jobs

Unlike above, these totals are annually recurring and result from all new homes becoming occupied and the new households earning income, paying sales taxes, income taxes, property taxes, and all other governmental fees and spending part of their income in the Denver CSA.

While the benefits of the occupancy phase appear substantially smaller than those of the construction and induced phases, this phase lasts decades. As such, the benefits from this phase are in fact much larger than the benefits from the earlier phases if ones adds up the benefits of new construction over a longer period of time. To that end, the 10-year economic impact of building 3,943 market-rate multifamily homes in the Denver CSA is detailed below.

Multifamily Market-Rate Denver CSA Construction Activity: 10-Year Impacts

The 10-year total local economic activity that results from the building of 3,943 market-rate multifamily homes in the Denver CSA includes:

- $3.1 billion in local income
- $498.4 million in taxes and other revenues for all local governments, and
- 14,822 full-time equivalent one-year jobs
- 2,667 full-time equivalent permanent jobs

These totals include the one-time impacts as well as the annually recurring impacts that occur during the first ten years these houses are occupied. Note that these totals are substantially in excess of the one-time impacts or the recurring impacts and illustrate how important the cumulative significance of the occupancy effect is.

The one-time, recurring and annual impacts are based on new market-rate multifamily homes that on average cost $380,873, are built on raw land that on average costs $12,000 per home, have fees that average $17,000 per home and have annual property taxes that average $2,506 per year.

Discussion

What is perhaps most concerning about multifamily construction in the Denver CSA is that of the 3,943 homes built in 2013 only 200 were condos, barely five percent. While the percentage of multifamily homes that are condos or rentals necessarily varies over times based on interest rates, demographics, the business cycle and other factors, the skew of the current distribution is highly unusual. Many experts in the housing industry in Colorado believe this is the result of the legal climate surrounding construction defect law.

What is of concern is that the lack of condominium construction necessarily prevents some households from living in the Denver, CSA who wish to own their home but do not want to live is a single-family detached home. This is a loss for the community as these households must elect to either remain where they are, or purchase an existing condo and in the process raise condo prices due to the insufficient supply. Over time this insufficient supply reduces overall housing affordability.

Overall housing affordability is also reduced because as condo prices rise due to the lack of construction, rental home prices will rise especially among rental homes that are near substitutes for condominiums. And as higher price rentals rise, those increases filter down to lower priced rentals as competition between households drives rents higher.

It is also quite possible that due to the undersupply of condominiums, some of the rental homes that are built are more expensive than might otherwise be the case as the newly built rental homes attempt to fill some of the unmet condominium supply. To the extent this is occurring and to the extent it reduces the supply of lower priced new rental homes that would otherwise

have been built, affordability may well be adversely affected.

Appendix D

Multifamily Market-Rate Colorado Construction Activity: One-Time Impacts

During calendar year 2013, 5,494 market-rate multifamily homes were built in Colorado. While the actual number of homes built in any given year will be higher or lower than 5,494, it is a fair representation of annual market-rate multifamily construction activity throughout the state. This number includes the 3,943 market-rate multifamily homes built in the Denver CSA and suggests that in 2013 market-rate multifamily construction activity outside the Denver CSA consisted of 1,551 homes.

The one year combined state and local economic impact of building 5,494 market-rate multifamily homes in Colorado include:

- $1.3 billion in state and local income
- $285.5 million in taxes and other revenues for all governments, and
- 19,753 full-time equivalent jobs, including
    - 8,630 Construction jobs
    - 3,548 Wholesale and retail trade jobs
    - 1,610 State and local government jobs
    - 1,199 Business and professional jobs
    - 977 Health, education and social service jobs

These totals include all state and local income and jobs for residents of Colorado. These totals also include all taxes, fees, permit costs, user charges, and licensing fees for all taxing jurisdictions in Colorado. These results also represent the direct and the indirect impact of multifamily construction and the resulting economic impact that results from all residents who earn income directly and indirectly from this construction activity and subsequently spend a portion of it within the borders of the State of Colorado.

Multifamily Market-Rate Colorado Construction Activity: Recurring Impacts

The annually recurring state and local economic activity that results from the building of 5,494 market-rate multifamily homes in Colorado includes:

- $272.1 million in state and local income
- $71.1 million in taxes and other revenues for all governments, and
- 3,791 full-time equivalent jobs, including
    - 993 Wholesale and retail trade jobs
    - 556 Eating and drinking establishment jobs
    - 548 State and local government jobs
    - 432 Health, education and social service jobs

- 318 Business and professional jobs

These totals are annually recurring and result from all new homes becoming occupied and the new households earning income, paying sales taxes, income taxes, property taxes, water taxes, and all other governmental fees and spending part of their income in Colorado.

While the benefits of the occupancy phase appear substantially smaller than those of the construction and induced phases, this phase lasts decades. As such, the benefits from this phase are in fact much larger than the benefits from the earlier phases if ones adds up the benefits of new construction over a longer period of time. To that end, the 10-year economic impact of building 5,494 market-rate multifamily homes in Colorado is detailed below.

Multifamily Market-Rate Colorado Construction Activity: 10-Year Impacts

The 10-year total state and local economic activity that results from the building of 5,494 market-rate multifamily homes, in Colorado includes:

- $3.9 billion in state and local income
- $961.3 million in taxes and other revenues for all governments, and
- 19,753 full-time equivalent jobs one-year jobs
- 3,791 full-time equivalent permanent jobs

These totals include the one-time impacts as well as the annually recurring impacts that occur during the first ten years these houses are occupied.

The one-time, recurring and ten-year impacts are based on new market-rate multifamily homes that on average cost $323,135, are built on raw land that on average costs $10,000 per home, have fees that average $15,000 per home, and have annual property taxes that average $2,090 per home.

Discussion

Looked at over a decade, the economic impact of multifamily building like single-family building is large. The sum of all new income to households and all new tax revenues to governments totals almost $4.9 billion. Given the magnitude of these results, from strictly a financial perspective, the impact of home building on Colorado should be carefully considered before new ordinances or permitting requirements are imposed.

It is interesting to note that the economic impacts of building market-rate multifamily homes across Colorado are quite similar to the economic impacts of building market-rate single-family homes in Colorado as the average price of new market-rate rental homes is $323,125, while the cost of the average single-family house is $359,476, a difference of slightly more than 10 percent. As a result, the number of temporary jobs per multifamily home is 3.60 while it is 4.06 for single-family homes and the number of permanent, or occupancy effect, jobs per multifamily home is 0.69 while it is a very similar 0.61 per single-family home.

Separately, the lack of condominium construction described in Appendix C is also a problem, (albeit possibly less severe) outside the Denver CSA. Of the 5,494 market-rate multifamily homes built in Colorado last year slightly less than 500 were condominiums. Subtracting out the homes built in the Denver, CSA leaves 1,551 homes of which 294 were condominiums, a rate of 19 percent compared to five percent in the Denver, CSA and much more in line with the national average.

Appendix E

Multifamily Rent-subsidized Denver CSA Construction Activity: One-Time Impacts

During the five years ending December 31, 2013, 3,091 rent-subsidized multifamily homes were built in Adams, Arapahoe, Boulder, Denver, Douglas and Jefferson counties, equal to an average annual level of production of 618 homes, the number of homes analyzed in this study. While the actual number of homes will be higher or lower in any given year, this study aims to capture the general level of rent-subsidized construction activity in any given year.

Despite no rent-subsidized construction activity in Broomfield, Clear Creek, Elbert, Gilpin, Park or Weld counties, the results below include economic benefits enjoyed by all counties in the Denver CSA. This is because persons who live in one county may well work in another. As such, the benefits of construction activity spillover from one county to another.

The one-time local economic impact of building 618 rent-subsidized multifamily homes in the Denver CSA include:

- $81.0 million in local income
- $8.2 million in taxes and other revenues for all local governments, and
- 1,091 full-time equivalent jobs, including
    - 511 Construction jobs
    - 204 Wholesale and retail trade jobs
    - 86 Business and professional service jobs
    - 57 Health, education and social service jobs
    - 56 Eating and drinking establishment jobs

These totals include all local income and jobs for residents of the Denver CSA. These totals also include all taxes, fees, permit costs, user charges, and licensing fees for all the above jurisdictions. These results also represent the direct and the indirect impact of home building, and the resulting economic impact that results from all residents who earn income directly and indirectly from this residential construction activity and subsequently spend a portion of it within the Denver CSA.

Multifamily Rent-subsidized Denver CSA Construction Activity: Recurring Impacts

The annually recurring local economic activity that results from the building of 618 rent-subsidized multifamily homes in the Denver CSA include:

- $14.2 million in local income
- $1.6 million in taxes and other revenues for all local governments, and
- 175 full-time equivalent jobs, including
  - 52 Wholesale and retail sales jobs
  - 29 Eating and drinking establishment jobs
  - 23 Health, education and social services jobs
  - 14 Business and professional service jobs
  - 10 Local government jobs
  - 10 Real estate jobs

Unlike above, these totals are annually recurring and result from all new homes becoming occupied and the new households earning income, paying sales taxes, income taxes, property taxes, and all other governmental fees and spending part of their income in the Denver CSA.

While the benefits of the occupancy phase appear substantially smaller than those of the construction and induced phases, this phase lasts decades. As such, the benefits from this phase are in fact much larger than the benefits from the earlier phases if one adds up the benefits of new construction over a longer period of time. To that end, the 10-year economic impact of building 618 rent-subsidized multifamily homes in the Denver CSA is detailed below.

Multifamily Rent-subsidized Denver CSA Construction Activity: 10-Year Impacts

The total 10-year local economic activity that results from the building of 618 rent-subsidized multifamily homes in the Denver CSA includes:

- $215.5 million in local income
- $23.5 million in taxes and other revenues for all local governments, and
- 1,091 full-time equivalent one-year jobs
- 175 full-time equivalent permanent jobs

These totals include the one-time impacts as well as the annually recurring impacts that occur during the first ten years these homes are occupied

The one-time, recurring and annual impacts are based on new rent-subsidized multifamily homes that on average cost $195,446, are built on raw land that on average costs $16,484 per home, have fees that average $2,210 per home, and have annual property taxes that average $54 per year.

Discussion

Of the 1,091 full-time equivalent one-year jobs created during the construction and induced phases, only 511, or slightly less than half of the new jobs created are in construction, with a substantial number of new jobs also in wholesale and retail trade and in business and professional services. These three industries account for slightly more than 73 percent of all the jobs created in these phases. The high percentage of jobs in these three industries is not surprising as they are most critical to residential home construction.

During the occupancy phase the new jobs created are broadly dispersed throughout the economy. This is as expected because the permanent jobs created in this phase are jobs that are created to provide locally-produced services to the new households. As a result they are broadly reflective of how these households spend their income. Compared to their market rate counterparts, households in subsidized homes tend to spend a greater percentage of their remaining income directly in the local economy as less is income is spend on, for example, travel and imported goods.

It is important to note that more than half of the jobs created during the construction and induced phases are not in construction. This means that while construction activity necessarily creates many construction jobs, more than half the jobs created are outside the construction industry. Something else to note is that each new rent-subsidized home built in the Denver CSA creates 1.77 full-time equivalent one-year jobs and 0.28 permanent occupancy phase jobs. Note that the number of permanent occupancy phase jobs would be meaningfully higher were it not for the fact that the vast majority of rent-subsidized properties pay no property taxes as they are typically owned by non-profit groups or government agencies.

Appendix F

Multifamily Rent-subsidized Colorado Construction Activity: One-Time Impacts

During the five years ending December 31, 2013, 4,117 rent-subsidized multifamily homes were built in Colorado; an average of 823 rent-subsidized multifamily homes per year. While the actual number of homes built in any given year will be higher or lower than 823, it is a fair representation of annual rent-subsidized construction throughout the state. This number includes the 618 rent-subsidized homes built in the Denver CSA and suggests that annual rent-subsidized construction activity outside the Denver CSA averages 205 homes.

The one year combined state and local economic impact of building 823 rent-subsidized multifamily homes in Colorado include:

- $113.1 million in local income
- $20.9 million in taxes and other revenues for all local governments, and
- 1,657 full-time equivalent jobs, including

- 740 Construction jobs
- 301 Wholesale and retail trade jobs
- 133 Business and professional service jobs
- 84 Eating and drinking establishment jobs
- 82 Heath, education and social service jobs

These totals include all state and local income and jobs for residents of Colorado. These totals also include all taxes, fees, permit costs, user charges, and licensing fees for all taxing jurisdictions in Colorado. These results also represent the direct and the indirect impact of multi-family construction and the resulting economic impact that results from all residents who earn income directly and indirectly from this residential construction activity and subsequently spend a portion of it within the borders of Colorado.

Multifamily Rent-subsidized Colorado Construction Activity: Recurring Impacts

The annually recurring state and local economic activity that results from the building of 823 rent-subsidized multifamily homes in Colorado include:

- $20.6 million in local income
- $4.4 million in taxes and other revenues for all local governments, and
- 282 full-time equivalent jobs, including
  - 76 Wholesale and retail sales jobs
  - 43 Eating and drinking establishment jobs
  - 36 State and local government jobs
  - 33 Heath, education and social services jobs
  - 23 Business and professional Services jobs

Unlike the one-time impacts above, these totals are annually recurring and result from all new homes becoming occupied and the new households earning income, paying sales taxes, income taxes, property taxes, and all other governmental fees and spending part of their income in Colorado.

While the benefits of the occupancy phase appear substantially smaller than those of the construction and induced phases, this phase lasts decades. As such, the benefits from this phase are in fact much larger than the benefits from the earlier phases if ones adds up the benefits of new construction over a longer period of time. To that end, the 10-year economic impact of building 823 rent-subsidized multifamily homes in Colorado is detailed below.

Multifamily Rent-subsidized Colorado Construction Activity: 10-Year Impacts

The total 10-year state and local economic activity that results from the building of 823 rent-subsidized multifamily homes in Colorado include:

- $308.7 million in local income
- $63.0 million in taxes and other revenues for all local governments, and
- 1,657 full-time equivalent one-year jobs

- 282 full-time equivalent permanent jobs

These totals include the one-time impacts as well as the annually recurring impacts that occur during the first ten years these homes are occupied.

The one-time, recurring and annual impacts are based on new rent-subsidized multifamily homes that, on average, cost $193,054, are built on raw land that on average costs $13,658 per home, have fees that average $2,752 per home, and have annual property taxes that average $62/year.

Discussion

Because the number of homes and the geographic area is larger than in Appendix E, the number of full-time equivalent one-year jobs created during the construction and induced phases now totals 1,657. Of these jobs 740, or slightly less than half, are again in construction, with a substantial number of new jobs also in wholesale and retail trade and in business and professional services. These three industries now account for slightly more than 70 percent of all the jobs created in these phases. The high percentage of jobs in these three industries is not surprising as they are most critical to residential home construction.

During the third phase, the occupancy phase, the new jobs created are broadly dispersed throughout the economy. This is as expected because the permanent jobs created in this phase are jobs that provide locally-produced services to the new households and are thus broadly reflective of how these households spend their income. Also, as was mentioned earlier, compared to their market rate counterparts, households in subsidized homes tend to spend a greater percentage of their remaining income directly in the local economy

It is important to note that more than half of the jobs created during the construction and induced phases are not in construction. This means that while construction activity necessarily creates many construction jobs, more than half the jobs created are outside the construction industry and this is the case regardless of the geography. Something else to note is that each new rent-subsidized home built in Colorado creates 2.01 full-time equivalent one-year jobs and 0.34 permanent occupancy phase jobs, 14 percent and 21 percent higher than the totals reported in Appendix E. Lastly, it bears repeating that the number of permanent occupancy phase jobs would be higher were it not for the fact that the vast majority of rent-subsidized properties pay no property taxes as they are typically owned by non-profit groups or government agencies.

Appendix G

Multifamily Rent-subsidized Denver CSA Rehabilitation Construction Activity: One-Time Impacts

During the five years ending December 31, 2013, 1,960 rent-subsidized multifamily homes were rehabilitated in Adams, Arapahoe, Boulder, Denver and Jefferson counties. That is equal to an average annual level of production of 392 homes, the number of homes analyzed in this study.

While the actual number of homes built will be higher or lower in any given year, this study aims to capture the general level of rent-subsidized rehabilitation activity in any given year.

Despite no rehabilitation activity in Broomfield, Clear Creek, Douglas, Elbert, Gilpin, Park or Weld counties the results below include economic benefits enjoyed by all counties in the Denver CSA. This is because persons who live in one county may well work in another. As such, the benefits of construction activity spillover from one county to another.

The one year local economic impact of rehabilitating building 392 rent-subsidized multifamily homes in the Denver CSA include:

- $32.1 million in local income
- $4.2 million in taxes and other revenues for all local governments, and
- 349 full-time equivalent jobs, including
  - 102 Construction jobs
  - 87 Wholesale and retail jobs
  - 35 Business and professional jobs
  - 24 Health, education and social service jobs
  - 23 Eating and drinking establishment jobs
  - 23 Local government jobs

These totals include all local income and jobs for residents of the Denver CSA. These totals also include all taxes, fees, permit costs, user charges and licensing fees for all the above jurisdictions. These results also represent the direct and the indirect impact of home building, and the resulting economic impact that results from all residents who earn income directly and indirectly from this residential construction activity and subsequently spend a portion of it within the Denver CSA.

The one-time impacts are based on an average rehabilitation cost of $114,586 per home.

Discussion

Rehabilitating homes that were vacant prior to being rehabilitated generates a new stream of recurring local incomes and taxes. However, as these homes were all conservatively assumed to be occupied prior to the rehabilitation work, there are no newly recurring impacts nor are there any 10-year impacts. Rather, there exists only the one-time impacts listed above that result from the rehabilitation work.

Given that the work here involves rehabilitation, it should not be surprising that of the 349 full-time equivalent one-year jobs created during the construction and induced phases, only 102 jobs, or almost 30 percent, are in construction, compared to close to 45% for new construction activity. This is because the nature of residential rehabilitation work is quite different than residential new construction. Separately, each new rent-subsidized home that is rehabilitated in the Denver CSA creates 0.89 of a full-time equivalent one-year job. This suggests that while the number of jobs per home created is less because rehabilitation work is less costly than new construction activity, the economic impacts are more strongly felt outside the construction sector as more of the jobs are there.

Appendix H

Multifamily Rent-subsidized Colorado Rehabilitation Construction Activity: One-Time Impacts

During the five years ending December 31, 2013, an average of 584 rent-subsidized multifamily homes were rehabilitated in Colorado. While the actual number of homes rehabilitated in any given year will be higher or lower than 584, it is a fair representation of annual rent-subsidized rehabilitation activity conducted throughout the state. This number includes the 392 rent-subsidized homes that were rehabilitated in the Denver CSA and suggests that annual rent-subsidized rehabilitation activity outside the Denver CSA averages 192 homes.

The one-year combined state and local economic impact of rehabilitating building 584 rent-subsidized multifamily homes in Colorado include:

- $42.4 million in local income
- $7.0 million in taxes and other revenues for all local governments, and
- 465 full-time equivalent jobs, including
  - 133 Construction jobs
  - 114 Wholesale and retail jobs
  - 47 Business and professional jobs
  - 38 State and local government jobs
  - 31 Eating and drinking establishment jobs
  - 31 Health, education and social service jobs

These totals include all state and local income and jobs for residents of Colorado. These totals also include all taxes, fees, permit costs, user charges, and licensing fees for all taxing jurisdictions in Colorado. These results also represent the direct and the indirect impact of home building and the resulting economic impact that results from all residents who earn income directly and indirectly from this residential construction activity and subsequently spend a portion of it within the borders of Colorado.

The one-time impacts are based on an average rehabilitation cost of $99,865 per home.

Discussion

As mentioned in the previous section, rehabilitating homes that were vacant before being rehabilitated generates new streams of recurring local incomes and taxes. However, as the homes in question were all assumed to be occupied prior to the rehabilitation work, there are no recurring impacts nor are there any 10-year impacts beyond the impacts listed above.

As was the case in the immediately preceding section, the construction activity analyzed here is also rehabilitation work with the difference being the unit of analysis is now Colorado, not Denver. As a result, it should not be surprising that of the 465 full-time equivalent one-year jobs created during the construction and induced phases, only 133 jobs, or almost 29 percent, are in construction, compared to close to 45% for new construction activity. Separately, each rent-subsidized home that is rehabilitated in Colorado creates 0.80 of a full-time equivalent one-year

job. These results again suggests that while the number of jobs per home created is less because rehabilitation work is less expensive than new construction activity, the economic impacts are more strongly felt outside the construction sector due to the nature of the work.

The Colorado Futures Center at Colorado State University (CFC) was engaged by Housing Colorado to provide a Colorado context to and ensure methodological integrity in the National Association of Homebuilders (NAHB) study assessing the economic impact of housing on the Colorado and Denver regional economies. Specifically, our role was to ensure the integrity of the data, methodology, and economic assumptions employed in the NAHB models. It was beyond the scope of our contract to participate in the interpretations or policy recommendations that flowed from the model findings or to produce any model runs independent of those from NAHB.

The NAHB model is a proprietary model developed to assess the economic impact of housing on the state and regional economy. We have reviewed the basic model structure and find it to be consistent with multiplier analysis, the standard approach to assessing economic impact. We further recognize that model outputs are only as good as the input data used to populate the model. To ensure data integrity with respect to the statewide housing inventory, the most important data input to the model, Housing Colorado relied on the expertise of Jennifer Newcomer at The Piton Foundation. We believe this partnership with Piton resulted in input data that accurately reflected the changes to housing stock in the model's study period. Finally, we agree with the economic and tax policy assumptions employed in the Colorado model and are generally comfortable with the overall methodological approach employed by NAHB.

There is however one aspect of the methodological approach on which we take a different position than the one taken in the NAHB model. The NAHB model separates the economic impact of housing into the construction, induced, and occupancy stages. While we concur that all three phases result in economic impact, we take a more muted view of the occupancy stage than that taken in the model. While the NAHB model attributes all household spending in the occupancy stage as the basis for the economic impact of housing, we believe the impact of the occupancy stage results only from those expenditures that are directly related to maintaining a dwelling unit. So, while both the NAHB model and our methodology would consider expenditures such as those on household furnishings and related services to be contributing to economic activity in the occupancy stage, our approach would not consider other household spending such as those on restaurant meals, clothing, and other day to day expenses to be a direct result of housing. As a result, we consider the economic impacts reported in the NAHB for the occupancy phase to be an upper bound on the magnitude of the on-going economic impact of housing. While we concur with the important conclusion that housing does continue to confer a positive economic impact once the unit is occupied, our measures of that impact would be more muted than the ones reported in the NAHB analysis.

The NAHB study also extended its analysis by addressing the important economic impacts of affordable housing as a subset of all housing activity. We consider this a particular strength of the NAHB analysis as the specific economic impacts of affordable housing, both permanently affordable and market rate affordable, are too often overlooked in studies such as this. To complement the particular focus on affordable housing, we partnered with Jennifer Newcomer at The Piton Foundation to produce a supplemental study assessing the stresses to local government finance that result from lack of affordable housing. For this analysis, we focused specifically on the case of Adams County, and we explored the issue from both from an expenditure and revenue perspectives. We consider this supplemental study of local government fiscal impacts an important component of our upcoming initiative to extend the CFC's analysis to focus more specifically on local government, and hope to have the opportunity in the future to test the Adams County findings in the state's other counties.

The Colorado Futures Center is very pleased to have partnered with Housing Colorado and The Piton Foundation on both the primary NAHB analysis and the supplemental study. We hope you find both studies to contribute to furthering the conversation about this important industry in Colorado.

Supplemental Case Study

Editor's note:

The attached supplemental report was completed under a separate and independent agreement between the Colorado Futures Center at Colorado State University and the Piton Foundation. Recognizing the complementary nature of the this supplemental report, the project partners are releasing this supplemental report in conjunction with the primary report as it lends additional context and depth to the policy discussion surrounding housing in Colorado. It is our intent that the additional research and data provided in this supplement will inform future and ongoing discussions related to housing and affordability in the state.

The project partners thank the Colorado Futures Center and the Piton Foundation, especially the work of Jennifer Newcomer, for this supplemental report.

Housing Affordability's Impact on Local Government Finance: An Adams County Case Study

Executive Summary

This study explores one of the societal impacts of the decline in housing affordability; the fiscal impact to local governments that are home to the increasing numbers of housing-challenged households. While it was beyond the scope of this study to explore every county in Colorado, it was decided to conduct a pilot of one county, Adams County. While the results of this study can only be considered illustrative, it can be inferred that other counties in the state face similar pressures.

The major trends discovered in Adams County are:

- There is a structural imbalance in county fund reserves to provide the required match for basic human services. This is a situation that cannot be sustained forever.
- Historically, counties have served as the vehicle for pass-through funding and administering human services. Recent demand has prompted spending on human services at the county and municipal levels.
- Municipalities have been exposed to increasing pressure to enter the human services funding game by outsourcing those services to community-based organizations via philanthropic grant making with general funds.
- Related, some municipalities have decided to forego revenues in the form of development incentives in an attempt to mitigate the affordability issue on the front end by encouraging developments for lower-income households.
- There is approximately $170 million in crowded out spending, translating to $6 million in lost revenue impact to municipalities. Households that are cost-burdened have a dampening economic effect on sales tax revenues, the major source of general funds revenues for municipalities.

These findings ultimately require further investigation to better understand the dynamic across different counties in the state. In the end, this study intends to deepen the conversation around finding solutions for overall affordability of housing across the state.

Acknowledgements
The authors would like to express their sincere thanks to those individuals who offered their time to discuss the premise of this project. Their insight and experience provided the substance for the financial expenditure section. Without their participation, this study would not have been possible. Their names, representative local government or organization, and interview questions are listed in Appendix A.

Why This Study Now?
The Denver region's housing market garnered media attention in 2013 and 2014 around its recovery from the recession. This has brought national investors into the market, particularly for multi-family development acquisitions. This investor attention is due in part to the region's historically low vacancy rates and rising rents, as reported by the Metro Apartment Association. Many apartment units have been built in the past year, and many are still under construction. However, all of these units brought to the market are unlikely to have a significant impact on vacancy rate and rents because new households continue to enter the region at a faster pace. In short, Denver is experiencing a perfect storm for real estate values because the region is an attractive place for people to live, is experiencing relatively robust job growth, and is lagging in new housing unit production.

All of this bodes well for those who had previously invested in real estate, but once a wider view is exposed, another perspective emerges. Some national media outlets have described the phenomenon a "dual economy." In this dual economy, a significant number of households are experiencing a very different set of challenges due to rising housing costs pushing them into cost-burdened status, meaning they are spending more than 30% of their incomes on housing. And, affordability in housing is emerging as an issue across all income segments. Affordability does not always have to reference subsidized housing because, increasingly, middle-income households are housing cost burdened.

> ***Housing cost-burdened**: Any household that spends more than 30% of its income on housing.*

As increasing numbers of households at every income level struggle with housing affordability, there are impacts that reach beyond those specific to the households. This study explores one of the societal impacts of the decline in housing affordability; the fiscal impact to the local governments that are home to the increasing numbers of housing-challenged households. Specifically, are local governments in suburban communities prepared to continue dealing with an increasingly housing-challenged population? Can these local governments successfully provide human services infrastructures that have previously only existed in the urban core, and historically only been provided at a county level? Are local governments aware that in addition to the public expenditure pressures presented by housing-challenged households, that public revenues too are adversely impacted as these same households reduce other consumption in order to meet their housing needs? This study explores these questions in the context of Adams County, Colorado, a suburban county just outside Denver.

Adams County: A Profile

Adams County is located in the Denver Metropolitan northeast region, bordering Arapahoe, Broomfield, Denver and Jefferson Counties to the west and south. See Appendix B for a map.

Adams County was selected to serve as a case study for this inquiry based on a few considerations:

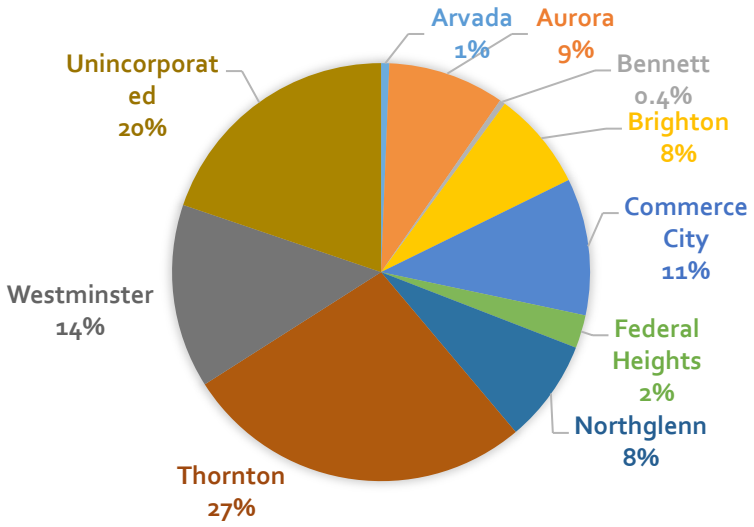
- It has multiple municipalities to allow for diverse perspectives on what is happening at the local government level to address the needs of cost-burdened households.
- According to the 2011-2013 American Community Survey, Adams County had approximately 16% of the Denver region's population and families, yet approximately 20% of families living in poverty. The only other county where this imbalance occurs is in Denver.
- According to the Denver Regional Council of Governments, Adams County will have a population of approximately 840,000 in 2035, i.e. the largest of any county in the region.

- Much has been mentioned anecdotally about Adams County holding a higher relative share of affordable housing stock, when considering market rate affordable housing, in the region.

County Population Picture

Adams County is a suburban county in the Denver region. There are nine municipalities located in the county, among which six[1] straddle into neighboring counties. They include:

Adams County Municipalities, Population Share 2013



Source: Colorado State Demography Office, Draft 2013 Estimates

Adams County, and the region as a whole, has experienced continued population growth since the Great Recession ended in 2009. As shown in Table 1, the number of new households that entered Adams County between 2010 and 2013 outpaced new housing production by a factor of 3.5. Adams County also experienced the largest share of the region's increase in suburban poverty since 2000, of over 28,000 people.[2]

Table 1: Adams County Growth since the Great Recession

	2010	*2013*	*Growth*
Total Population	441,603	468,686	27,083
Total Households	153,764	163,189	9,425
Housing Units	163,136	165,775	2,639

Source: Census 2010: US Census Bureau, Colorado State Demography Office, Draft 2013 Estimates

Colorado and the Denver region will continue to be an attractive place for people to locate, and this is evident in the 2035 forecasted numbers. Due to various reasons, the primary one being available land area, Adams County is anticipated to become the most populous county in the Denver region by 2035, as seen in Table 2. The City and County of Denver, in fact, will be the third largest county, behind Arapahoe County.

[1] Arvada, Aurora, Bennett, Brighton, Northglenn and Westminster are partially within Adams County.
[2] Based on Brookings Institution definition of suburbanization of poverty.

Table 2: Denver Region Forecast

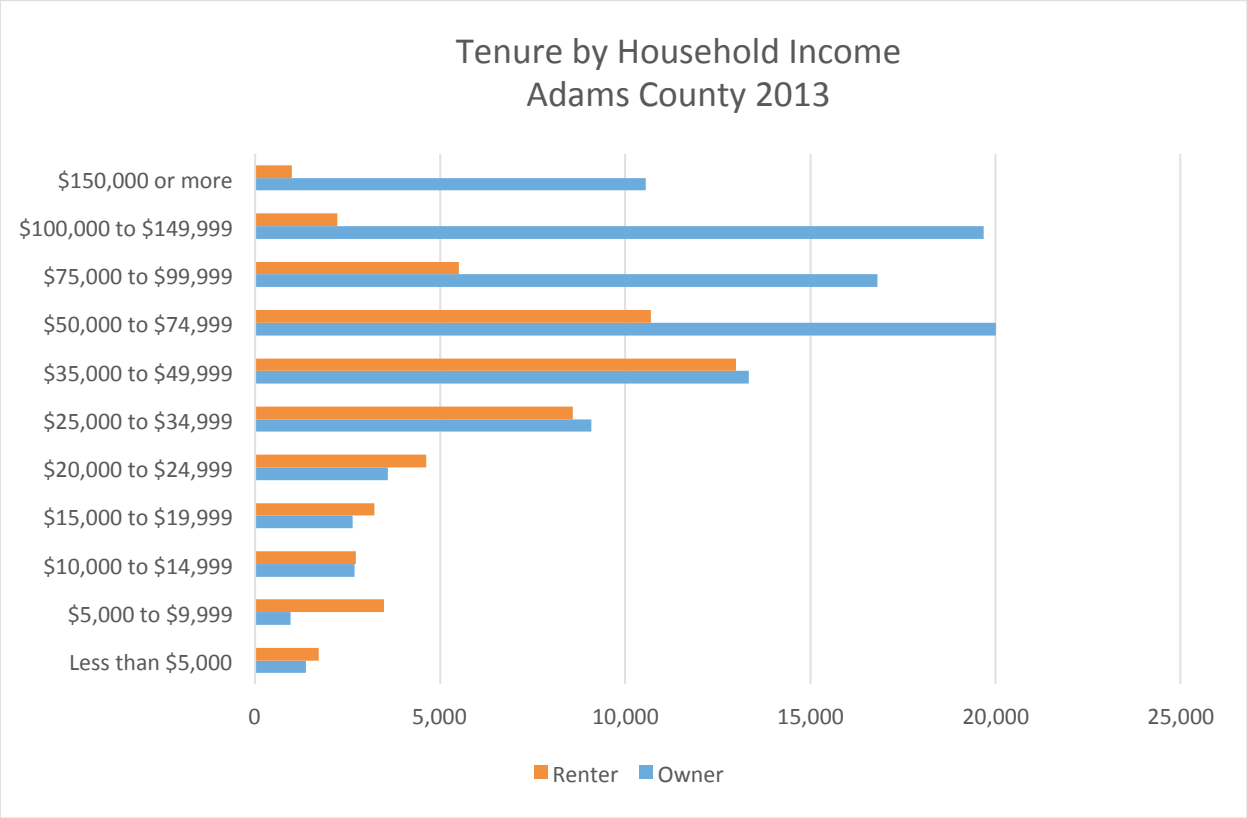
	2000	*2010*	*2010 Share*	*2035*	*Growth 2010-2035*	*2035 Share*
Adams	**351,735**	**441,601**	**15.8%**	**839,470**	**90.1%**	**20.0%**
Arapahoe	490,722	572,003	20.4%	833,097	45.6%	19.9%
Boulder	276,255	294,990	10.5%	388,835	31.8%	9.3%
Broomfield	38,544	55,889	2.0%	100,916	80.6%	2.4%
Denver	556,738	601,466	21.5%	777,160	29.2%	18.5%
Douglas	180,510	285,614	10.2%	533,133	86.7%	12.7%
Jefferson	526,718	534,744	19.1%	720,088	34.7%	17.2%
Region	2,421,222	2,797,896		4,192,699		

Source: Census 2010: US Census Bureau, Denver Regional Council of Governments C2 2010 Forecast

What is the household distribution across income and tenure?

According to the chart below, when looking at Adams County households earning above $50,000, there are 3.5 times more homeowners than renters. However, when looking at households earning less than $50,000, the number of homeowners versus renters is almost equal. Some of this parity can be attributed to the type of housing stock that is available throughout the county, particularly manufactured-owned homes that have much lower valuation.

Figure 1: Owner vs. Renter Households



Source: American Community Survey 2013 (1-year): US Census Bureau

Looking closer at the makeup of the households, Table 3 presents the income distribution according to the area median family income (AMFI), as determined by the U.S. Department of Housing and Urban Development (HUD). This analysis accounts for the number of persons in the family.[3] Almost a quarter of Adams County's households earn less than 50% of the AMFI, while one third earn over 120% of the AMFI.

Table 3: Adams County Area Median Family Income Distribution

2013 AMFI: $77,800	*Share of Households*
Below 30%	11.0%
31 - 50%	13.5%
51 - 80%	20.8%
81 - 100%	12.3%
101 - 120%	9.2%
Over 120%	33.1%

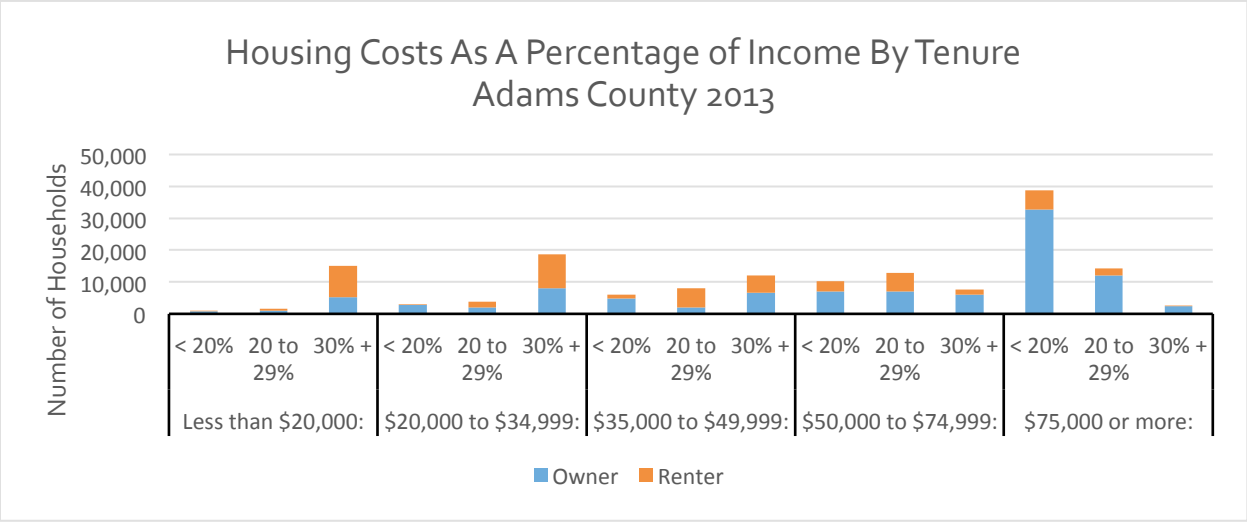
Source: American Community Survey 2013 (1-year): US Census Bureau

[3] To obtain this information, data was tabulated from the American Community Survey (ACS) 2013 1-year sample of the Public Use Microdata Sample (PUMS). Data from PUMS is only available at the Public Use Microdata Area (PUMA), and do not nest within county boundaries. The three PUMAs selected for this analysis account for approximately 90% of the households in Adams County. A map noting the coverage area can be found in Appendix D.

The cost burdened picture, and has it changed much?

In 2013, almost 80% of households earning less than $35,000 spent more than 30% of their incomes on housing costs, as seen in Figure 2 below. This equates to approximately 34,000 households that could qualify for income-restricted housing residing in market rate units and subject to the market pressures on pricing. Looking back to 2009, there were essentially the same number of households earning less than $35,000, but the cost burdened share was approximately 75%. This is a signal that lower income households are having a more challenging time affording housing now than at the end of the Great Recession. The results seen here are consistent with the results of recent local and national reports indicating the lack of affordability across the Denver metro market.

Figure 2: Adams County Household Housing Costs



Source: American Community Survey 2013 (1-year): US Census Bureau

Housing Profile: Affordability is a Relative Problem

Considering the context of the number of lower-income households that are cost burdened, as described in the previous section, the general assumption is that there is not enough affordable housing. In order to understand the root need across the households based on where they are currently located, an analysis was conducted to identify which household types, across income levels, were paying for housing. The results indicate that there is a significant mismatch between incomes and housing costs across households, causing displacement of lower-income households, rather than overall lack of affordability.

The Gap

Presenting figures on the gap in housing can be accomplished a few different ways. Many of the media reports on affordability reference the current market prices in rents and listing prices relative to incomes. Figure 3 provides a snapshot of the owner-occupied unit values for the same year this analysis was performed. A market value approach is informative for households looking to make a move. This analysis looked at what households are paying based on their current location. It accounts for

households that locked into payments years ago and now reflect a very affordable payment as a result of an increase in income.

An obvious gap exists, at over 6,300 units, for renters earning below 30% of the AMFI, as seen in Table 4. This is the most challenging type of housing to build from financing standpoint, requiring the largest public subsidies. What is interesting is that there is a surplus in owner-based units for households earning below 30% of the AMFI. This is a function of the number of manufactured units in the county. It should be noted that this analysis does not account for a quality measure of the housing stock, which could call to question the manufactured housing contribution.

Combining the household income and housing expenditure data exposed a surprising detail that the overall mismatch numbers do not immediately reveal when considering the cost burdened figures. Table 4 depicts a surplus in units for households earning between 51 – 80% of AMFI and a deficit for households earning over 120% of AMFI, for both renters and owners. On the surface it appears there is adequate affordable housing stock for households earning between 51 – 80% of AMFI. The problem rests in the fact that there is an overall mismatch, which causes displacement of lower-income households by higher-income ones, who occupying less expensive units. In many cases this situation causes further housing stress on cost-burdened households.

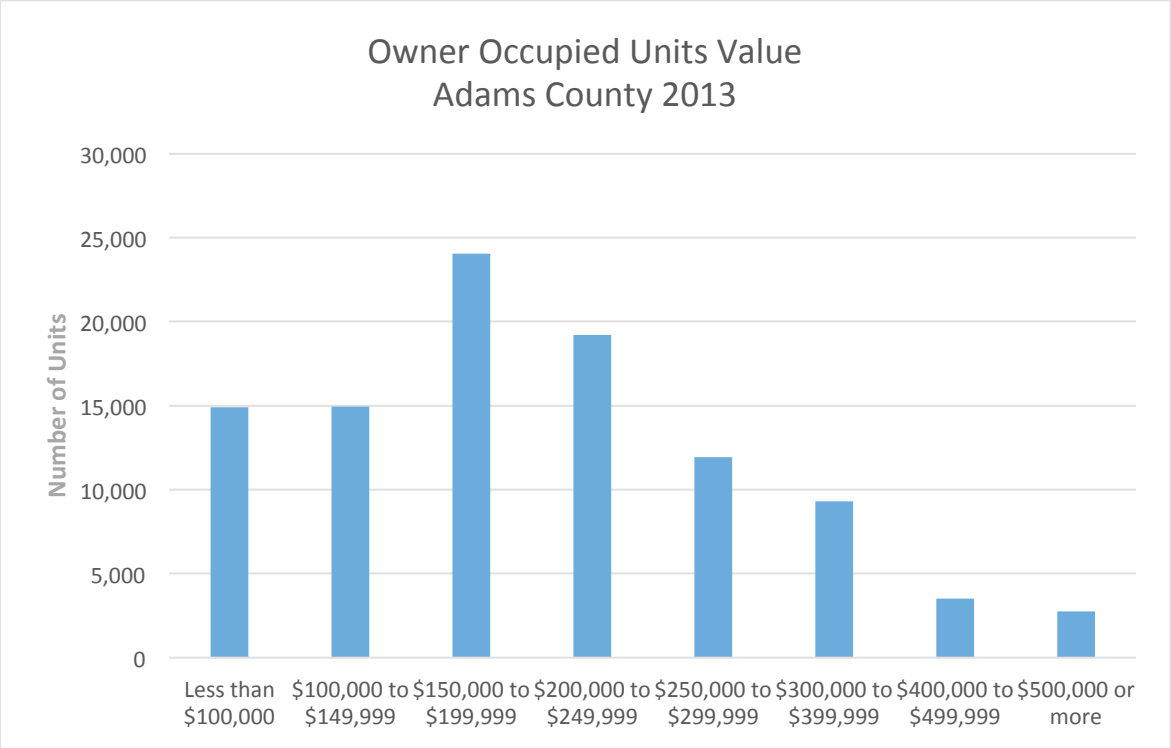
Table 4: Adams County Rental & Owner Gap by Area Median Family Income: $77,800

Renters	*Units: Surplus <Deficit>*
Below 30%	<6,360>
31 - 50%	412
51 - 80%	12,918
81 - 100%	<562>
101 - 120%	<1,166>
Over 120%	<5,102>

Owners	*Units: Surplus <Deficit>*
Below 30%	8,851
31 - 50%	472
51 - 80%	10,012
81 - 100%	7,058
101 - 120%	3,458
Over 120%	<29,221>

Source: American Community Survey 2013 (1-year): US Census Bureau

Figure 3: Adams County Housing Value of Owner Occupied Units



Source: American Community Survey 2013 (1-year): US Census Bureau

The Subsidized Picture

The total number of subsidized housing units in Adams County in 2014 is approximately 12,600[4]. This represents just over 6% of the entire housing stock in the county, providing only a portion of low-income households with an affordable place to live that is not subject to the market pressures of increasing rents when vacancy rates drop. Approximately 160 subsidized units (only 5% of the 7-county region's production) were built in Adams County since 2009. See Appendix C for a map of the distribution of the subsidized properties.

Income eligibility for subsidized programs is based on the Denver-Aurora-Broomfield, CO MSA Area Median Family Income (AMFI), and adjusted by family size. In 2013 the AMFI for Adams County was $77,800. The distribution of the income limits by number of persons are as follows:

Table 5: US Department of Housing and Urban Development Income Limits 2013

Area Median Family Income (AMFI) $77,800	*1 Person*	*2 Person*	*3 Person*	*4 Person*	*5 Person*	*6 Person*	*7 Person*	*8 Person*
30% of AMFI	$16,350	$18,700	$21,050	$23,350	$25,250	$27,100	$29,000	$30,850
50% of AMFI	$27,250	$31,150	$35,050	$38,900	$42,050	$45,150	$48,250	$51,350
80% of AMFI	$43,600	$49,800	$56,050	$62,250	$67,250	$72,250	$77,200	$82,200

Source: Adams County HUD Income Limits 2013 [http://www.huduser.org/portal/datasets/il/il2014/2014summary.odn]

[4] The subsidized inventory was compiled by the analyst from sources, including Colorado Housing and Finance Authority (CHFA), National Housing Preservation Database (NHPD), HUD FHA Multifamily insured mortgages, HUD Picture of Subsidized Households, Colorado Division of Housing (CDOH), Adams County Housing Authority, Brighton Housing Authority and Commerce City Housing Authority.

Local Government Finance Impacts

As the data from Adams County suggest, communities across Colorado are home to increasing numbers of households that are housing cost constrained. While many studies address the direct effect of housing cost strain on the specific household, few look deeply into the broader economic and budgetary effects that result from housing cost pressures. In this study, we sought to better understand one of these effects; specifically, what are the fiscal effects of housing cost-constrained households on the local governments in which these households live?

Through a combined approach of first person interviews with officials from the local governments in Adams County and an analytic review of revenue and spending data, we profiled some of the lesser acknowledged impacts on local government. The sections below outline both the expenditure and revenue stresses that housing-constrained households are beginning to place on local government budgets. Given the limitations of a single county analysis, the following sections should be taken as illustrative rather than as a definitive description of universal impacts across all local governments. However, the findings from this analysis clearly demonstrate that the lack of affordable housing options is having true effects that extend beyond those to the specific households.

The Expenditure Side

The County Perspective: A View from Adams County

As outlined in the Code of Colorado Regulations, Adams County operates Human Services programs as funded through the state. Program offerings designed specifically to support low-income families include:

- Aid to the Needy Disabled (AND)
- Burial Assistance
- Child Care Assistance Program
- CHOICES/Advancement Plus Program
- Food Assistance Program
- Head Start
- Low Income Energy Assistance Program (LEAP)
- Medicaid and Medical Assistance
- Old Age Pension (OAP)
- Supplemental Security Income/Colorado Supplement (SSI/CS)
- Temporary Assistance to Needy Families (TANF)

As increasing numbers of households become financially strained by the cost of housing, the county programs listed above also begin to experience pressure. And, in many cases, although these services are supported with state and federal dollars, they also require county financial support. As the demand for programs increases, so does the demand on county budgets. Much of the impact identified by Adams County officials, and summarized below, deals with how housing cost stress ultimately affects county expenditures and service provision.

Connection to Services Instituted by Ordinance/City Council Based on Resident Need
Among all of the low-income based programs, TANF funds provide the most direct housing cost-burden relief by allowing recipients to use the funds for emergency services, house, and utility

payments. Some of these federal programs do impact the general fund in that there is a match requirement, specifically for TANF (15-17%), Child Welfare (20%), CORE (Mental Health Services for Children) (20%), and County Administration (20%). In recent years, the number of participating households has increased, further increasing the absolute match the county must expend from its general fund. For instance, Supplemental Nutrition Assistance Program (SNAP) allocations have almost tripled from 2008 ($33m) to 2013 ($90m). Half of the health and welfare expenditure line item in Adams County's budget is from SNAP. As seen in Table 6, Adams County had a per capita change from 2008 - 2013 in SNAP allocations.

Table 6: Change in SNAP Allocations

	2008-2013 Per Capita Change
Adams County	2.43

Source: Analyst calculations of County Comprehensive Financial Reports (CAFR) and Colorado State Demography Office Population Estimates

Understanding Service Cost Structure

Federal programs' match requirements call attention to the impact the increase in participation is having on the County's general fund. Because the required social services fund is funded through a portion of the property tax mill levy, it relies on a balance of property values to entitlement program participants. For example, in 2008 in Adams County, the fund had a surplus of about $20m, and now, in 2014, the fund will end the year with $7.2m in reserves. State dollars to help fund the administrative costs over the years have fallen short. The result, and ultimate impact to residents, is longer wait times for people to obtain support because the county cannot add more staff. The residents who need the assistance the most cannot necessarily take advantage of applying online if they don't have internet access at home. Medicaid is the other expenditure item that is anticipated to continue to increase the budget, and, as a result of its match requirement, will be in a $3-4m deficit.

A structural imbalance exists with county fund reserves that provide the required match for basic human services. Increased participation in human services programs coupled with lagging property valuation renders an unsustainable fiscal situation for the county.

How does property tax revenue's very slow growth fit into the equation?

The challenge on the mill levy side is revenues are only up 0.2% on property tax, and, in previous years, revenues were negative. "The mill levy for Human Services remains at 2.353 and has been so since 2005."[5] When looking across the last decade, Adams County property tax revenues have only averaged about a 3% increase. From the County's perspective, it has to continue figuring out how to be more efficient. Even if the SNAP and Medicaid participation rates stay constant, the fund reserve will continue to decrease as a result of lagging property valuation, and continue to require transfers from the general fund.

Identifiable Housing Expenditures

Adams County has budgeted $130,000 for 2015 from its general fund to the Adams County Housing Authority (ACHA) for foreclosure prevention services, an increase from approximately $65,000 the prior year. This allocation has helped ACHA close the gap in needed funds for the program. According to ACHA, it anticipates an increase in foreclosure activities in the coming year due to renewed efforts by

[5] Adams County 2014 Consolidated Annual Financial Report.

banks to clear their balance sheets. Table 7 outlines the attendance at ACHA-offered workshops, as of November 2014.

Table 7: Adams County Housing Authority Workshop Attendance

	2014 YTD
Rent & Utility	610
Foreclosure	172
First Time Homebuyer Education	370

Source: Adams County Housing Authority

According to ACHA, the agency has seen not only an increased number of residents in need of assistance but a wider demographic, particularly those who have not previously accessed the county's services. In respect to people seeking assistance from the county human services, ACHA has observed an increase in the number of people coming to the county building where ACHA offices are located. ACHA tracks the number of inquiries for service as identified in the Table 8 below.

Table 8: Adams County Housing Authority Phone Calls/Walk-in Traffic

	2014 YTD
Section 8 Participant/Landlord	10,089
Section 8 Wants to Apply/ Are We Open	5,753
Previous Lottery App. Questions	376
Subsidy Information Request	864
Actual client of Housing Counseling	1,904
Deposit Assistance	128
Rent Assistance	1,791
Utility Assistance	347
Mortgage Assistance	107
HA Apartment Complaints	129
Resources for Legal Issues	206
Resources for Home Repairs	34
Emergency Housing	796
Housing for Disabled	289
Housing for Seniors	333
Housing for Felons	64
Housing for Pregnant Women	10
Misc.	2,520

Source: Adams County Housing Authority

In terms of housing assistance, ACHA operates a lottery for the rental voucher system. The lottery is a time when ACHA is "open for business" to receive new residents. In 2013, ACHA distributed more than 5,000 applications, of which it only helped 120-150 of the applicant households, primarily because of households leaving the county. ACHA then keeps a few hundred of the applications throughout the year to pull from when a voucher becomes available. There is about a 40% success rate from the waitlist

reserve, which is more than adequate to ensure any available vouchers get used. What this does mean is about 60% of the reserve applicants either cannot be contacted with the available information, or they end up not being eligible, alluding to the fact that the low-income population seeking affordable housing is constantly moving because their situations are so volatile.

Rent vouchers are limited, and housing authorities work closely together to refer applicants to other counties or municipalities that might have availability. Vouchers are the unique housing support program that stays with the qualifying household. When a household receives a voucher, the only geographical requirement is the recipient must stay in the original issuant jurisdiction for the first year. After that year, they can move. If a move occurs, two things can happen with the voucher tracking based on HUD's portability process. One is the receiving jurisdiction can administer the voucher on the behalf of the originating jurisdiction, allowing the voucher count to remain with the originating jurisdiction. The other way the voucher can be treated is through a swap of slots between jurisdictions, which is what ACHA has been experiencing lately. This type of exchange, however, doesn't necessarily get to the issue of helping Adams County residents.

Adams County Housing Authority Coordinating Wrapped Human Services: But Funding is Unsustainable
A couple of years ago on a site at the intersection of 71st & Federal by Terrace Gardens, Adams County Housing Authority offered some of its community partners some temporary satellite space during redevelopment planning. Today the collection of organizations have become self-organized, yet they are getting some incredible results with connecting low-income residents to resources. Much of the success is attributed to the more personal experience these organizations provide to people seeking assistance or additional resources, compared to the main human services lobby at the County offices. Currently, ACHA is subsidizing the effort, but it is not a financially-sustainable model. The irony is that this is probably the prototype model for all counties, but lack of sustainable funding, coupled with increased demand, may render it a necessity.

The Municipal Perspective: A View from Aurora, Thornton, Westminster, Northglenn, Brighton and Commerce City

Municipalities that are located wholly or partially within Adams County vary in structure in terms of the level of services they provide to residents. Some provide a full suite of services, including water-based utilities, while others that are smaller only provide a few core services, such as safety and community development. Even with varying levels of service, some similarities appear across municipalities with respect to what is being done to provide additional support with general funds to residents who are struggling financially. While the amounts are not major line items in the overall municipal budgets, they do exist and represent an awareness of need in the community.

There are also varying levels of perspective on the urgency of the situation for residents. One example that has shed light on the severity of need in one municipality is the recent increase in 911 calls asking for assistance with accessing basic health care. Comparatively, another municipality observed its peak of need about three to four years ago because of the foreclosure crisis, but, generally speaking, the municipality has always had high need. A summary of the general fund-supported programs offered by Adams County municipalities that support low-income households follows in Table 9.

Table 9: Municipal Expenditure Summary

Local Government	*Philanthropic Fund*	*Utility Bill Relief*	*Other Supports*
Aurora	No	Adjusted rate & Referral	Recreation discount, Homeless programs
Brighton	Yes	Good Neighbor Fund	NA
Commerce City	Yes	Referral	Senior Center Resources Assistant
Federal Heights	NA	NA	NA
Northglenn	Yes	No	Provide space for after school snack program
Thornton	Yes	Yes	Senior Center lunch program, Cold Weather Care program
Westminster	Yes	Yes	Youth recreation scholarship program

Source: Analyst's summary of interviews with municipalities

Municipalities Taking On A Philanthropic Roll

A number of the municipalities in Adams County have chosen to dedicate a portion of their general funds to providing support to nonprofit organizations that assist residents in a human service capacity. In short, they are functioning in a philanthropic capacity by providing grants. According to municipal staff, nonprofits that have received a portion of these funds have been able to leverage the monies by factors of two or three from other sources. This leverage has extended the nonprofits' ability to serve residents in need. A few of the "Community Funds" (they are all named something similar) formally existed prior to the Great Recession, while the others started in response to the escalating need in the respective communities. In fact, some city councils have continued to increase the amount allocated to these funds as recognition that the need is not anticipated to diminish for a segment of the population anytime soon. When data were available in 2014 the amounts requested by nonprofits doubled that of the awards.

Move from Ad Hoc to Wrapped Services Models

Almost every municipality acknowledged the importance of partnering with community organizations, though some don't necessarily have a long history of partnerships with many of the community organizations they now work with. Efforts to partner with community organizations vary from the basic level of ad hoc referrals, to providing space to operate programs, to actively coordinating services provided at one location. It was noted that many low-income residents appear to be unaware of the various resources available to them. It is difficult enough for families in need to figure out how to access supportive programs, and even more so when complementary services are not connected through a coherent system. The result of so many program referrals being provided ad hoc is that it is more challenging for a municipality and the community organizations to understand and respond to the actual need in the community. The wrapped services efforts were acknowledged to be the most effective in terms of helping residents connect to multiple resources in one place, but these efforts were the least prevalent.

Direct Support Through Utility Bill Relief

Another commonality of financial hardship reduction efforts identified across the municipalities are utility bill rebate programs. This was only present in the larger municipalities that operate such a utility.

All of the programs are income qualified and capped at a maximum yearly benefit. Westminster and Thornton's programs were implemented in response to the Great Recession's impact on residents. After six cycles of the program, Thornton has continued to see the number of households taking advantage of the benefit increasing, while Westminster has seen its numbers vary. It is impossible to say at this point why there is an almost divergent participation in neighboring municipalities.

In response to the sensitivity that utility expenses have on low-income household budgets, Aurora inquired about the affordability of its water rates in 2013. The result of the inquiry was the creation of a tiered cost structure based on utilization, employing the assumption that more expensive single family properties tend to use more water, while smaller and multifamily properties tend to use less.

Brighton has a senior water rate, but is getting ready to remove it, because it felt the program was not equitable. As its replacement, Brighton is setting up a new program called the "good neighbor fund" to pool donations from residents opting to add money to their own utility bill payment. Details remain to be determined on how the monies collected will be distributed, but qualified low-income families will be the recipients.

Other Support Solutions

The aging baby boom generation is a well-known demographic shift underway in the Denver region. Households preparing to retire will largely be facing fixed incomes, and many will be forced to deal with all the vulnerabilities that come with it. Municipalities have acknowledged the need to support their senior population through a variety of ways. Commerce City's City Council recently approved the addition of a part-time position at its Senior Center. This position, a resources assistant, works exclusively with seniors to help them find resources of any kind. Outside of seasonal fluctuations, the highest reported need is for housing that is affordable on an income consisting primarily of Social Security. Even with a newly dedicated resource for seniors, the need remains high to support seniors with age-related lifestyle changes, such as downsizing a household, health challenges, housing modifications to age in place, etc.

Thornton operates a lunch program at its senior center aimed at ensuring low-income seniors can eat a nutritious meal at an affordable price. This program has been in place since the 1980s, and it's an example that Thornton City Council is committed to funding the program without the expectation to recover the costs, because it recognizes its benefits from a social needs perspective.

Thornton also has a rebate program for low-income senior residents. It refunds sales tax paid on groceries, property tax, and a certain amount if seniors rent. The refund has been in place for a number of years, but the terms of its requirements have not been modified recently to adjust for current conditions.

Other examples of programs or efforts that primarily benefit low-income households range from recreation center operations subsidies to youth recreation scholarships, and providing space for community organizations to offer after-school snacks to children. Finally, the cold weather care program (operated from the end of October – April) is a housing the homeless program that uses area churches as emergency shelters in an effort to reduce the number of people staying in their cars because shelters are at capacity. Because churches had not been allowed to serve as shelters, Thornton changed its land use code to allow this program to operate. Program participants can also utilize the city's community center for its facilities (showers, etc.). According to Thornton, the program has

observed a reduction of Thornton residents served, but, interestingly, an increase in people whose last permanent address was out-of-state.

Identifiable Housing Expenditures
Few municipalities allocate general funds directly to housing-related programs outside of any match requirement. But there are a few that should be highlighted.

Aurora allocates general funds to specific homeless programs, established through ordinance. The longest-standing allocation is from the traffic ticket revenue-based Nexus Program. Nexus funds four programs, including Aurora's emergency shelters. The revenue for the program has remained stable over the years, allocating approximately $650,000. Additionally, the proposed 2015 budget has a line item to obligate $235,000 in general funds for service improvement at the Comitis emergency shelter. It is being presented as a cost-effective expenditure, and proposed to be ongoing for future budgets. The other identifiable direct funding Aurora provides around housing is for the Aurora @ Home pilot program aimed at housing displaced or homeless families. The funding allocated for 2015 is approximately $67,000. The program is only able to serve a very small number of families (15-25) who are challenged and require intensive support services.

When a household that either rents or owns is cost burdened, Thornton reports that the biggest visible community impact is the lack of maintenance of the exterior of the property. To ensure that a neighborhood maintains its external appearance, Thornton administers an abatement program that addresses the amount of code violations a property has been issued due to lack of external maintenance (e.g. overgrown weeds, parked inoperable cars, etc.). As those violations accrue so does the cost to mitigate the situation. The abatement program eventually brings violators to a blight hearing, heard by an associate judge. If the ruling determines the violator is unable to rectify the problem, the city will contract for the needed services (e.g. towing, landscapers, removal of junk). The program initially observed an increase at the height of the foreclosure crisis, but has also seen a constant flow of violations due to fixed-income older residents who have become physically unable to maintain their property. The city will only address the exterior of the properties, since owners can leverage entitlement funds to make improvements on deferred maintenance for the interior. In 2014 the program allocated around $54,000 compared to the peak in 2009, where it allocated $60,000.

It is also worth noting the type of programs municipalities choose to administer through Community Development Block Grant (CDBG) funds. Additionally, each municipality has been creative with limited resources and has opted to operate housing support programs with Community Development Block Grant (CDBG) funds.

Aurora allocates general funds to match HUD HOME funds distributed through the Community Development Services department. This allocation has remained fairly constant, around $200,000 per annum.

Northglenn uses its CDBG funds allocated for the Help for Homes program to provide repair and accessibility improvement services to income-qualified households. The city council decided to make use of those funds that way because it saw the need in the community.

Westminster uses a portion of its CDBG funds to help fund emergency repair services. The city council redirected more to it in 2014 at $90,000 versus years past (80% from previous year), because it saw a

general increasing trend in this area of need. The decision was also made because money ran out from the state, and city council approved an adjustment in the policy determining who qualifies.

The Revenue Side

As described above, local governments increasingly are called upon to provide more services to households that are housing cost-burdened. This is placing additional expenditure pressures on local government budgets. But the budgetary effects are not limited to the expenditure side. Cost-constrained households are also indirectly affecting local budgets by reducing their consumption of other goods in order to afford housing. For the state's local governments, many of which are highly dependent on the sales taxes generated from household consumption, this reduction in all other household consumption has an adverse revenue effect on local government budgets as well. The section below uses national and local data to estimate the magnitude of the revenue effect on the totality of local governments in Adams County.

Share of Housing-Stressed Households Slightly Greater in Adams County than in US Overall

Table 10: Summary of Cost-Burdened Households Earning Less than $50,000

Cost-Burdened Households Earning Less than $20,000	15,160
Cost-Burdened Households Earning Between $20,000 and $49,999	30,690
Cost-Burdened Households Earning Less than $50,000	**45,850**
Share of Cost-Burdened Households Earning Less than $50,000	29.13%

Source: American Community Survey 2013 (1-year): US Census Bureau

According to the 2013 American Community Survey (1 year survey), there were just under 157,392 households in Adams County. Of those, 29.13%, or 45,850 of them, were low-to-moderate income (earning less than $50,000/year) and spent more than 30% of their household income on housing (the standard for affordability). Almost three in ten low-and-moderate income households in the county were housing cost-burdened, according to the latest data available. If households at all incomes are included, that share rises to just over three and a half in ten to 35.53%, a slightly higher share in Adams County than for the US overall. According to The Joint Center for Housing Studies at Harvard University (cited at http://www.cbsnews.com/news/millions-of-u-s-families-cant-afford-their-homes/) by the end of 2012, 35.3% of families were spending more than 30% of their income on housing.

And Some of Those Housing-Stressed Households Forced to Dedicate up to 25% of Their Income to Covering Housing Costs Above the 30% Affordability Standard

Table 11: Additional Annual Household Spending on Housing Required by Income

For an Average Household Earning Less than $20,000	$5,927
For an Average Household Earning Between $20,000 and $49,999	$2,160

Source: Analyst calculation from 2012/2013 Consumer Expenditure Survey data

Combining data from the 2013 American Community Survey and the 2012/13 Consumer Expenditure Survey (national sample), we know that on average households earning less than $20,000/year are

spending just over $8,900/year on housing. For households in the $20,000 - $49,999/year cohort, average annual housing expenditures are $13,110. While we do not know the distribution of households in those cohorts nor the distribution of housing costs within those households, we can estimate at the midpoint. Doing so, we determine that households in the under $20,000 income category, at 30% of midpoint, should spend no more than $3,000/year on housing to stay within the affordability standard. For households in the next income cohort ($20,000 - $49,999), the affordability standard at the midpoint is $10,500/year. Comparing those thresholds with the reported spending in the Consumer Expenditure Survey, we determine that the lowest income households dedicate, on average, an additional $5,927 annually to housing. For households in the next cohort up, that additional amount is just over $2,100/year. In the lowest income households, a full 25% of income must be dedicated to supplementing housing costs above the 30% affordability standard.

Additional Housing Spending Crowds Out Other Household Spending

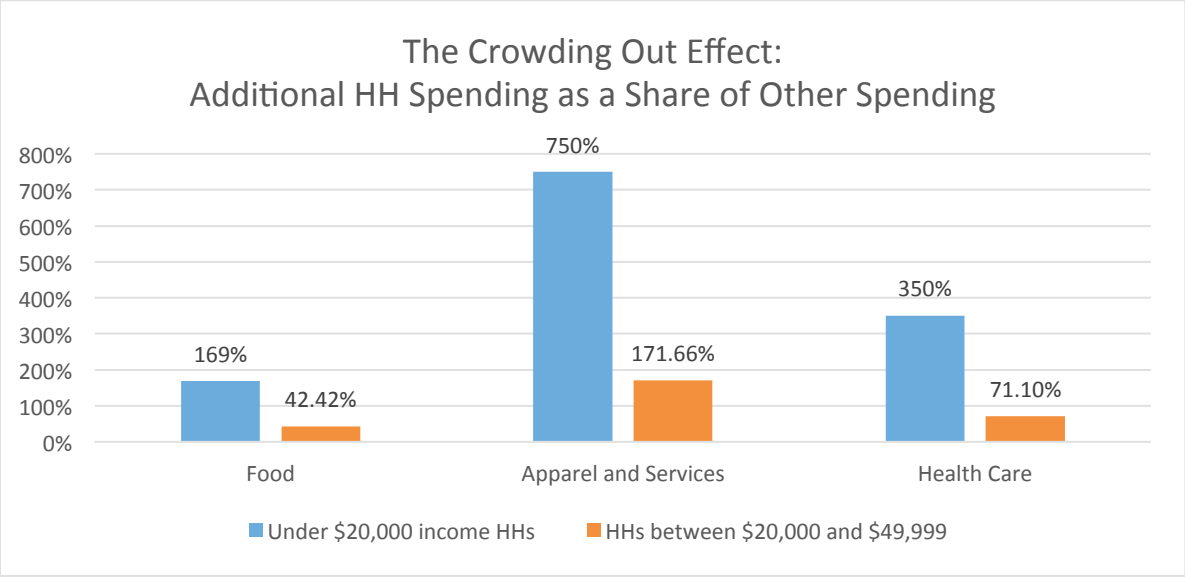
Table 12: Additional Monthly Household Spending on Housing Required by Income

For an Average Household Earning Less than $20,000	*$493.88*
For an Average Household Earning Between $20,000 and $49,999	$217.47

Source: Analyst calculation from 2012/2013 Consumer Expenditure Survey data

In 2013, almost 44% of all Adams County households earned less than $50,000/year. Of those, just under two thirds are spending more than the 30% affordability standard for housing. In these households, the additional share of income dedicated to supporting household spending must be crowding out other household spending. While data do not allow us to determine exactly which categories of household spending are crowded out, we do have data that provide an illustrative example of the magnitude of the potential crowding out of major categories of household spending. On average, housing-stressed households earning less than $20,000 per year are spending an additional $5,927 annually (over the 30% threshold) to support housing expenses. For households in the $20,000 to $49,000 income cohort, that additional spending falls to $2,160. Regardless of the amount, each of these households is supplementing its housing expenditures with funds that otherwise would be available for basic needs such as health care, food, and apparel and services. For example, at the extreme, households earning under $20,000/year are supplementing their housing costs with an amount that represents 7.5 times what the average household in that age cohort spends annually on apparel and other services. The graph below shows, for this and other categories of spending, the magnitude of the crowding out caused by additional housing expenditures.

Figure 4: Additional Household Spending on Housing as a Share of Other Spending



Source: Analyst calculation from 2013 American Community Survey and 2012/2013 Consumer Expenditure Survey data

And that Crowded-Out Spending Would Have Resulted in Spending on the Tax Base and thus in Additional Tax Revenues

Table 13: Additional Tax Revenue Summary

Total 2013 Adams County Crowded-Out Household Spending	*$169.9 million*
Illustration: Foregone Municipal Sales Tax Revenue if all Crowded-Out Spending were Spent on Taxable Goods (at an Average Sales Tax Rate of 3.5%)	$5.95 million

Source: Analyst calculation from 2013 American Community Survey and 2012/2013 Consumer Expenditure Survey data

> ***Spending Impact**: Households that are housing cost-burdened spend **$170 million** dollars less, causing almost **$6 million** in foregone municipal sales tax revenues for Adams County.*

From the perspective of local government finance, this crowding out matters. Each additional dollar a household spends to support its housing needs represents a potential reduction of the local sales tax base. While we do not know for sure that each "crowded-out" dollar would have otherwise been spent on a taxable item, we can use the data we have to estimate the magnitude of the sales tax leakage that would occur if each "crowded-out" dollar were spent on a taxable item.

In 2013, low-and-moderate income households in Adams County dedicated an additional $170 million to housing above the 30% affordability standard. If that additional household spending was otherwise spent on taxable goods, at an average sales tax rate of 3.5%, the direct impact on local government coffers would have been just under $6 million in additional revenue. Including the multiplier effects of the additional spending further increases the potential fiscal and economic impact of freeing up that crowded-out spending.

What efforts are attempting to address the gap?

In the wake of the great recession local governments have recognized that economic recovery alone will not address the gap in affordability of the housing stock. As a result efforts are underway to bring new housing into the community through direct expenditures as well as foregone revenues. The following are some highlights from various municipalities in Adams County.

The Commerce City Housing Authority recently purchased some parcels to investigate future options of senior affordable product. The city is also entering into the planning stages for another sizable redevelopment project that would include some affordable housing.

Aurora has been able to assemble project capital costs through tax credits and grants to build a new supportive housing project on a property close to the Fitzsimons Life Science District. Even with capital costs identified, the subsidized operation costs are still unknown, so the property can accommodate households earning less than 30% of AMI. Additionally, Aurora had two recent affordable housing projects where fees were waived, amounting to approximately $300,000 each, in an effort to move the projects forward.

Brighton looks at housing developments with an eye towards affordability. It is a high priority for the city to have affordable living options. It recognizes the role that local regulations play in achieving a vibrant community, as well as possible unintended consequences that could raise housing prices to unaffordable levels. Recently, Brighton saw a trend in housing development where there were not enough units being built at affordable price points. Development staff then worked with the mayor to build an "attainable housing matrix." This matrix set specific incentives throughout the development process across various income levels. In short, it saves developers real dollars, and time, which also translates into dollars. Brighton has followed through with implementing the incentives by working with housing developers from the beginning of the project, and foregoing the development fees. One notable example is Hughes Station, Brighton's first affordable apartment development. It benefitted from the monies saved on the front end of the process, making the project a reality. The matrix has been leveraged on a few additional projects, amounting to approximately $2 million worth of offsets. Brighton had previously explored other affordable housing policies, such as an inclusionary housing ordinance (IHO), but it didn't feel it had the same effect. The goal is to incorporate the matrix concept into all types of projects with for-profit developers. Essentially the question is, "how can Brighton look at the market like the Home Builders Association (HBA) does when considering housing teachers, firefighters, and other essential roles for a vibrant community?"

Another element Brighton is focused on is sustainable development, and how it relates to reducing total cost burden on households. The goal is to have efficient housing units with very low utility payments, so people can move into a new home and afford the operation costs. Again, Brighton set incentives on the energy/operation savings side of the development process. It took almost three years to get the incentives approved by city council, and has resulted in big upfront dollars ($2 million) in incentives that are a direct impact to homeowners.

Closing Thoughts and Further Questions

While the results of this study can only be considered illustrative, it can be inferred that other counties in the state face similar pressures.

The major trends discovered in Adams County are:

- There is a structural imbalance in county fund reserves to provide the required match for basic human services. This is a situation that cannot be sustained forever.
- Historically, counties have served as the vehicle for funding and administering human services. Recent demand has prompted spending on human services at the county and municipal levels.
- Municipalities have been exposed to increasing pressure to enter the human services funding game by outsourcing those services to community-based organizations via philanthropic grant making with general funds.
- Related, some municipalities have decided to forego revenues in the form of development incentives in an attempt to mitigate the affordability issue on the front end by encouraging developments for lower-income households.
- There is approximately $170 million in crowded out spending, translating to $6 million in lost revenue impact to municipalities. Households that are cost-burdened have a dampening economic effect on sales tax revenues, the major source of general funds revenues for municipalities.

These findings represent the beginning rather than the end of investigations into the myriad of effects that lack of housing affordability is placing on the state and local economy and fiscal position. Our selection of Adams County as a starting point was with the intention of highlighting issues that should be further studied for their consistency across the state. We firmly believe that Adams County is not alone in the pressures it is feeling, but only further study can confirm our belief. But in the interim, this study, by highlighting the issues in a one county case study, will hopefully deepen awareness of the lesser known effects of the lack of housing affordability and as a result deepen the conversation around finding solutions for overall affordability of housing across the state.

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Appendix A

Local Government	*Name*	*Title*
Adams County	Richard Lemke	Director of Finance
Adams County Housing Authority	Donald May, Peter LiFari	Executive Director, Deputy Director
Aurora	Jason Batchelor, Signy Mikita	Director of Finance, Community Development Planner
Brighton	Marv Falconburg	Assistant City Manager for Development
Commerce City,	Roger Tinklenburg, Chris Cramer, Steve Timms,	Administrative Services Officer, Director of Community Development, Planning Manager,
Commerce City Housing Authority	Priscilla Mancosky	Housing Accountant
Northglenn	Jason Loveland	Director of Finance
Thornton	Maria Ostrom, Nichole Jeffers	Finance Director, Neighborhood Services Manager
Westminster	Barbara Opie	Assistant City Manager

Local Government Interview Questions:

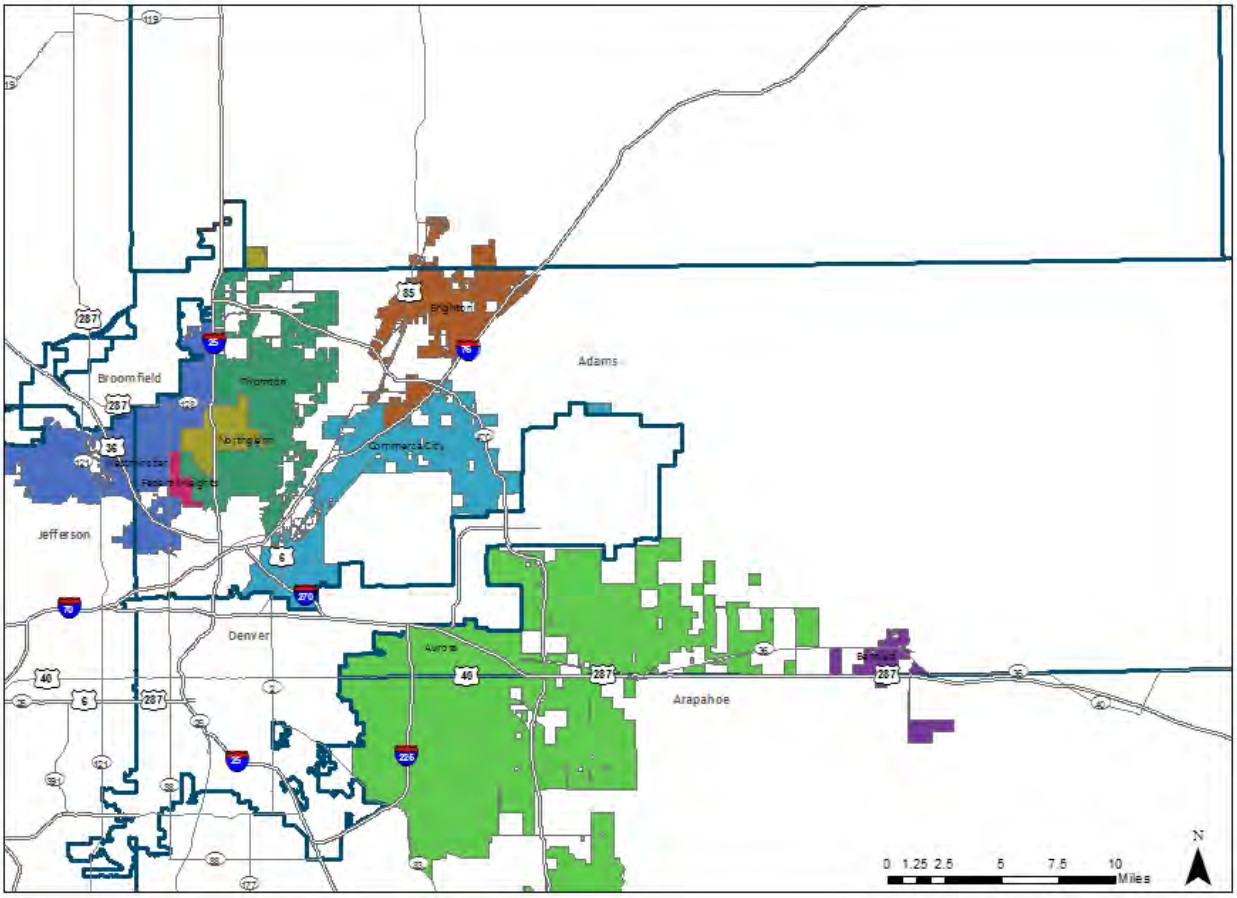
Overarching:
What are the municipal (and county) services that are not entitlement programs that income-qualified households are already taking advantage of?

Need to gain a broader understanding of the following:

- Where does an inventory of these programs exist? If so, what are they and can they be line item extracted from an expenditure perspective? If so, have they been increasing over time? And at what time were these services created? *Clarify that the expenses are not "flow through" dollars, and are from the general fund.*
- Is the county doing anything to supplement the health care/healthy living/screenings/etc. (possibly mental health, dentistry, etc.)? There are very few optional programs through the state, so additional ones would come through a property tax levy.
- Are the cities doing anything regarding direct housing support that is funded through the budget? What about homeless programs?
- Are they doing anything explicitly to partner with the philanthropic community to address the needs through coordination, etc.?
- Food, other social services, etc. categorized detail?
- How are those programs taxed/strained into the future?
    - Does the local government feel the trend will continue?
- Are there current conversations about this very subject across departments?
- For housing authorities, what trend, if any, have they seen in demand? What is the waitlist?

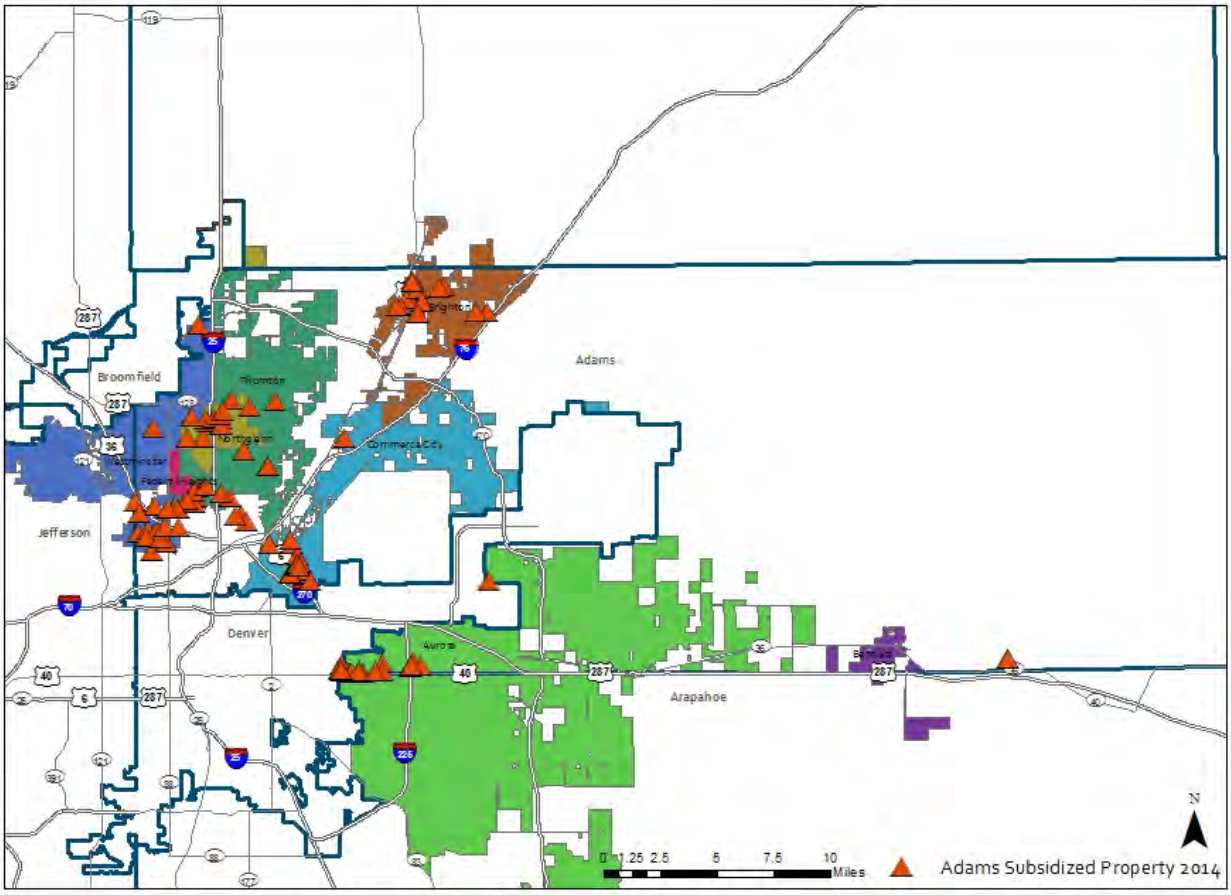
Appendix B

Study Area: Adams County & its Municipalities



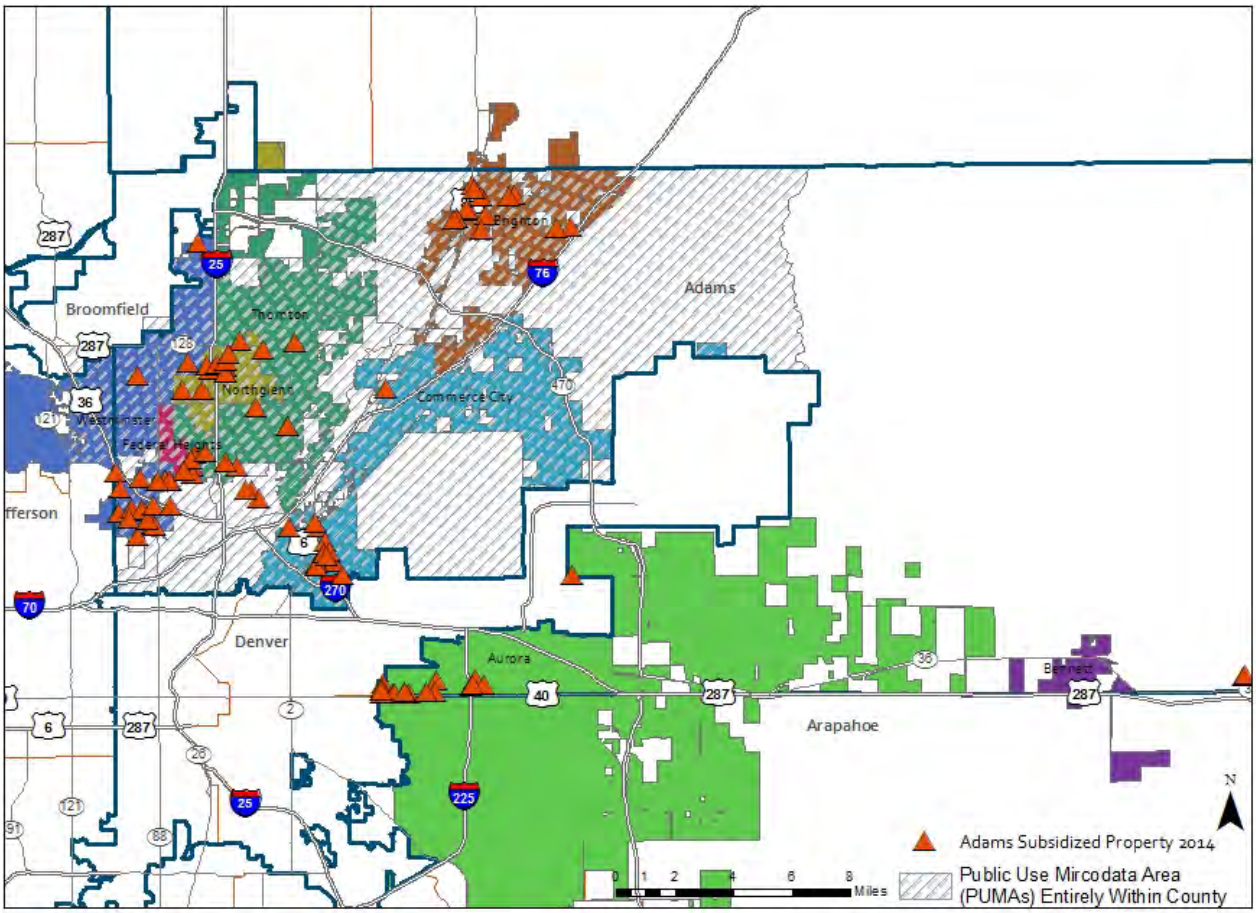
Appendix C

Adams County Subsidized Properties



Appendix D

Figure 5Adams County Public Use Microdata Areas (PUMAs)



LOUISVILLE SOCIOECONOMICS OF AFFORDABLE HOUSING

190 NEW LIHTC UNITS: 1st YEAR IMPACT ON LOCAL INCOME

$15.0M

- $4.4M to local businesses
- $10.6M in wages and salaries
- $1.6M in local taxes

ANNUAL RECURRING IMPACT ON LOCAL INCOME

$4.5M

- $2.2M to local businesses
- $2.4M in wages and salaries
- $838,000 in local taxes

MAJOR EMPLOYERS WHO THINK A LACK OF AFFORDABLE HOUSING NEGATIVELY IMPACTS JOB RETENTION

67%

MONTHLY INCREASE IN DISCRETIONARY INCOME FOR LIHTC FAMILIES

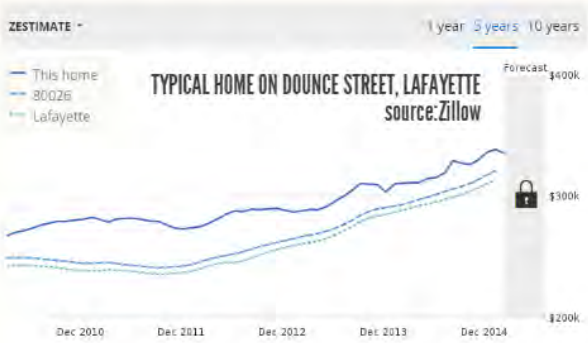
$500

LOCAL DATA: IMPACT OF JOSEPHINE COMMONS, ASPINWALL ON NEIGHBORING PROPERTY VALUES

0

MOST NATIONAL DATA: IMPACT ON NEIGHBORING PROPERTY VALUES

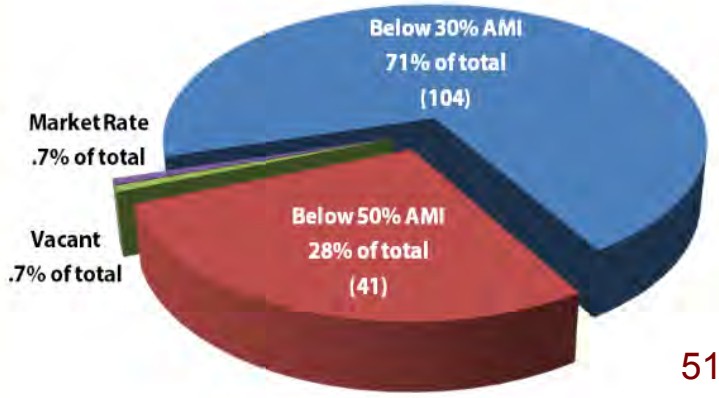
0



LOUISVILLE AVERAGE MONTHLY RENT

$2,281

Boulder County Housing Authority's 147 Louisville Affordable Housing Clients



TEACHER'S AVERAGE MONTHLY SALARY

$4,400

PARAMEDIC'S AVERAGE MONTHLY SALARY

$3,250

CHILD CARE WORKER'S AVERAGE MONTHLY SALARY

$3,080

8 FACTS +3 CHARTS AFFORDABLE HOUSING NEED IN LOUISVILLE

HOUSING VACANCY
3.3%

MEDIAN PER CAPITA INCOME
$43,033

 # LOUISVILLE RESIDENTS IN POVERTY
973

LOUISVILLE MEDIAN HOME SALES PRICE
$389,000

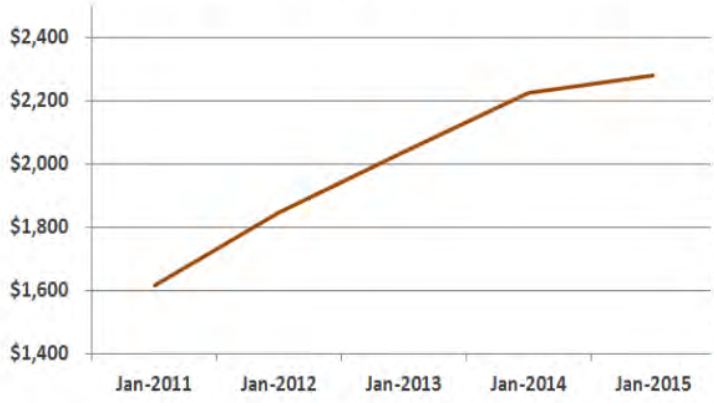
MEDIAN LOUISVILLE MONTHLY RENTAL RATE
$2,280

% HOUSING-COST-BURDENED RENTERS (OVER 30% OF INCOME TOWARD HOUSING)
46%

% RENTAL INCREASES SINCE 2011
42%

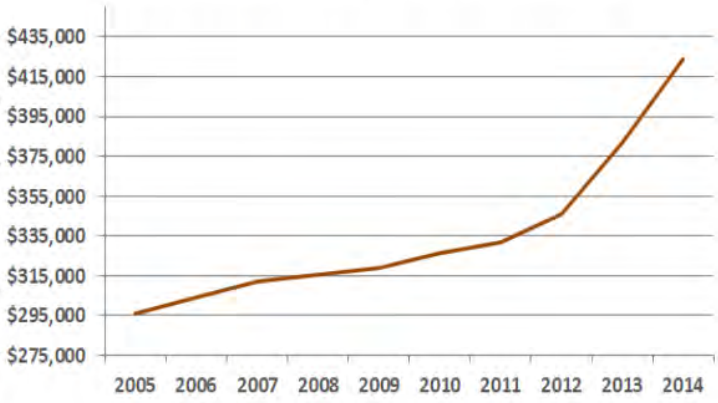
% POPULATION RENTING
25%

LOUISVILLE AVERAGE MONTHLY RENTS



Source: Zillow

LOUISVILLE MEDIAN HOME VALUES



Source: Zillow

46% of Renters in Louisville are Housing Cost-Burdened

BOULDER COUNTY HOUSING AUTHORITY

Sources: U.S. Census Data & Estimates; Trulia; Zillow

Boulder County

Housing Authority

2525 13th Street, Suite 204 • Boulder, Colorado 80304 • Tel: 303.441.3929 Fax: 720.564.2283

To:	Louisville City Council
From:	Frank Alexander, Director, Boulder County Department of Housing and Human Services and Executive Director of the Boulder County Housing Authority
Date:	6 Mar 2015
Re:	Annexation Agreement with the City of Louisville for the Alkonis project

Boulder County is here before you with an updated draft annexation agreement for the Alkonis project that will allow us to move forward with the City of Louisville toward achieving our mutual goal of providing new affordable housing. In the 1996 comprehensive development plan IGA, Louisville, Lafayette, and Boulder County agreed that if this parcel was to be annexed, it must be annexed into Louisville. In addition, Boulder County, the City of Louisville, the Louisville Housing Authority and BCHA agreed in August 2012 that BCHA would provide at least 15 new units of affordable housing by 2017.

BCHA has requested voluntary annexation of the 13.4 acre-Alkonis property and initial zoning of Planned Community Zone District Commercial Residential (PCZD-C/R). Louisville proposes to include in the Alkonis annexation agreement various requirements that BCHA (and any successor) build affordable housing, age-restricted housing, and administer a local preference in tenant selection. BCHA has requested that Louisville provide financial incentives in the form of fee waivers, fee deferrals, and/or public infrastructure cost-sharing to help support affordable housing.

Development Plan is Consistent with Louisville Plans

The development program includes a total of 231 dwelling units and 18,000 SF of commercial. The General Development Plan and proposed street network match the City's plans as follows:

- Our plan is consistent with the Comprehensive Plan, including the Framework Plan and its supporting principles and policies, and with respect to building heights.
- Our plan is consistent with the North Louisville Small Area Plan.
- Our plan is consistent with the Hwy 42 Corridor Plan. The proposal continues Hecla Drive from Hwy. 42, near Balfour Senior Living and extends northwest through the proposed annexation to Hecla Drive in Steel Ranch. Also, the proposed GDP provides Kaylix Avenue the opportunity to extend from South Boulder Road to Paschal Avenue in Steel Ranch, creating a parallel roadway to Hwy. 42. This proposed street network divides the proposed annexation into four quadrants, which is consistent with the Comprehensive Plan, relieves traffic on local streets, and provides greater connectivity to the commercial uses and downtown.
- Our plan is consistent with Louisville's Vision Statement and Core Community Values that define how the City sees itself and identify key characteristics that should be carried into the future. Many of these items described are abstract by design and

are difficult to quantify at the zoning level and are more suited for Planned Unit Development, or design level evaluations.

- Our plan meets or exceeds Public Land Dedication (PLD) requirements based on the requested land uses on the GDP.
- Our proposed zoning, yard and bulk standards are compatible with the surrounding zoning.
- The school impact as defined by BVSD was *"a student impact of 20 students on Louisville Elementary, 7 students on Louisville Middle School and 11 students Monarch High School. Louisville Middle and Monarch High are able to accommodate projected growth. Louisville Elementary, however, will likely exceed its program capacity within 5 years should growth within the existing housing stock of central Louisville continue at its current pace. Elementary capacity in Louisville as a whole, however, is ample to accommodate continued enrollment growth."*

  BCHA understands the school impact is a concern, has a good relationship with SVVSD and BVSD, and will work closely with BVSD to plan and ensure that impact to school is minimized.

The General Development Plan is developed into four quadrants:

A. Planning Area A (southeast) is 1.88 acres and requests PCZD-C/R. It is located in the Highway 42/South Boulder Road Urban Center. Commercial maximum development allowance is 83,000 SF. BCHA requests 18,000 SF of commercial development. In total, there are 28 units on this site, allowable density is 15 units per acre.

B. Planning Area B (southwest) is 3.4 acres and requests PCZD-R. It is called urban neighborhood and needs to match adjacent neighbors in character and density. 103 units are on this site, allowable density is 30 units per acre.

C. Planning Area C (northeast) is 2.77 acres and requests PCZD-R. 69 units are on this site, allowable density is 25 units per acre.

D. Planning Area D (northwest) is 2.1 acres and requests PCZD-R. 31 units are on this site, allowable density is 15 units per acre.

Total proposed: 231 dwelling units and 18,000 SF of commercial

This plan is consistent with the other community value statements and elements of the Comp Plan to provide much needed affordable housing to serve seniors and families. The plan is strong in addressing the City of Louisville's affordable housing policy goals, which have not had a significant investment over the past 15 years. Indeed, the Alkonis project provides the most significant opportunity to develop affordable housing in the City since the initial establishment of our housing authorities.

The development of the Alkonis parcel and the affordable housing units produced on the site will bring significant social and financial benefit to the community. The project is designed to provide a combination of affordable family and senior housing for the community to support those wishing to live and work within the City, as well as remain in the community as they age. The project will support local businesses especially the Christopher Village and proximate businesses to the south and the east. The current projected costs of the project are approximately $63.5 million and BCHA will be hiring a portion of local and small

businesses, and women/minority businesses to construct the development, all of which generates income for the community not accounted for in the fiscal model.

The GDP includes 231 dwelling units. BCHA's current funding model for the project includes developing 70 age-restricted units in an elevator-served building and 120 townhomes and live-work units, for a total of 190 affordable rental units. BCHA has applied for a significant portion of the funding in the current project budget of $63.5 million for the 190 units, community building, the utilities and roadways, landscaping and parks. The project financing assumes $27 million in tax credit equity, a $20 million first mortgage, $8 million in State flood Disaster Recovery funds, and the remainder in County funds, deferred developer fee, and grants. We have not built into the financial model for BCHA's rental units additional equity assumptions as a result of saleable parcels for commercial or ownership homes because the rental units must be financeable on their own.

Annexation Commitment on Unit Mix: Age-Restricted and Affordable Units

BCHA is committed to providing the maximum amount of deeply affordable housing and serving the neediest members of the senior community at the Alkonis property. That commitment is demonstrated by the attached and updated draft annexation agreement, as well our long-standing history of development and management of affordable housing throughout the City of Louisville and Boulder County. BCHA staff worked diligently with City of Louisville staff to propose an agreement that will ensure age-restricted and affordable housing on the site that will, at a minimum, double the current affordable housing stock within the City of Louisville.

Specifically, in the annexation agreement, BCHA committed to a minimum of 60 age-restricted units and a total of 80% of the total units as being permanently affordable. These two restrictions will increase the current City of Louisville housing stock from 147 units to over 300 and the age-restricted units will double from 60 to 120 units. With this project, the goal of BCHA is to increase the affordable housing stock by 190 units, from 147 to 337 units, pending successful financing.

City staff and BCHA worked together to develop these enhanced restrictions since the March 3rd, 2015 Council meeting to ensure that both the mutual goals of the City and BCHA are met, while ensuring that they are not overly prescriptive and financially burdensome. Providing a modest degree of flexibility in the development plan within the annexation agreement will ultimately support achieving the City goals and ensuring the financial viability of the project, without compromising the quality of the product or the quantity BCHA is able to produce. BCHA and City staff drafted the annexation agreement such that we have the ability to respond to the housing and commercial market demands, as well as manage rising construction costs with dwelling unit mix and types, while not sacrificing quality and design integrity for the construction of age-restricted and affordable housing.

Financing and Development Plan

BCHA would welcome a firm commitment from the City for financial incentives now. Even more critical is that our project obtain approval for annexation and initial zoning that will allow for the development to proceed. Zoning approval will allow lenders like First Bank in Louisville, which provided a roughly $20 million loan on our most recent 167-unit project in Lafayette, to underwrite our financing applications. We have also reached out to investors who purchase tax credits allocated by the Colorado Housing Finance Authority (CHFA).

Established by the Colorado General Assembly in 1973, CHFA's mission is to increase affordable housing and economic development in Colorado. One way CHFA achieves its mission is by providing loans and tax credits to developers of affordable rental housing, so all Coloradans may have access to a place to call home. CHFA is self-funded, with operating revenues from loan and investment income, program administration fees, loan servicing and gains on sales of loans. CHFA receives no direct tax appropriations, and its net revenues are reinvested in its programs and used to support bond ratings.

In addition to applying for an allocation of tax credits from CHFA, BCHA has also applied for low-interest loans from government lenders such as the State Division of Housing, which is charged with administering Community Development Block Grant – Disaster Recovery ("CDBG-DR") funds received from the U.S. Department of Housing and Urban Development ("HUD").

These funding applications will not be approved without a well-defined site-specific project that is fully underwritten as financially viable and ready to proceed. Applications for tax credit allocations exceed the amount CHFA has to distribute by a 5 to 1 ratio. Of the $10 million developers applied for in the last funding round, the State Division of Housing awarded only $5 million. Funders will not waste time or resources on a project that lacks the support and financial commitments to move forward.

In addition to marketing this development to private and government lenders and investors, Boulder County has invested over $3 million to date to purchase the land and commence all of the necessary pre-development work, including community outreach, architectural design and engineering, financial modeling, cost estimating, environmental investigations, traffic impact analyses, and market studies. This resource-intensive work is undertaken at BCHA's risk, with no guarantee that construction financing for the project will be obtained, to ensure what we build is responsive to what the community wants and needs.

Partnerships

In response to requests at the March 3rd City Council hearing for a deeper understanding of the partnerships entered by BCHA, we will explain the process BCHA has undertaken to date. BCHA will need a development partner in order to meet the City's annexation and zoning requirement of having a portion of the site developed as commercial property. BCHA's business is to build affordable housing. We are not in the business of building commercial product. Therefore, we reached out to procure a partner that best met the goals of the County and City. BCHA will not subsidize the private commercial developer on the site. Our intent is that any private developer will carry its pro-rata share of the cost of infrastructure and land. Having partners up-front amounts to pre-leasing, and provides significant value to the overall development in both risk mitigating and development planning. BCHA endeavors to be paid back for the land plus a cost share of the infrastructure improvements, which are significant on this particular site.

In March 2014, BCHA issued a Request for Proposals through the Boulder County Financial Services Division to secure a development partner capable of providing a community-serving commercial element that would foster interaction between diverse groups of people and benefit future residents of the Alkonis neighborhood, as well as City and County residents. The purpose of procuring development partners at the initial stages of development is to reduce overall financial risk for BCHA and promote a vision for a cohesive project.

On April 22, 2014 we received three proposals. While all submittals offered attractive elements, the joint proposal from The Art Underground/Louisville Artists Cohousing offered the most direct opportunity to contribute to neighborhood diversification, community education, and resident programming, which was also supported with a "proven" business model given The Art Underground's current successful operations in Louisville. BCHA was particularly attracted to the potential to build on the concept of the arts as an economic driver, and had envisioned evening and daytime programming, weekend open studios, an arts café that could function as a job training opportunity, and a walkable/bikeable arts walk that could connect to Christopher Plaza on the southern boundary of the property.

Louisville Artists Co-housing LLC ("LAC") proposes building roughly 20 to 24 small homes on the northwestern portion of the site. Under LAC's proposal, once the site is annexed, BCHA would subdivide the property and sell a little over an acre of land at fair market value to LAC to develop small homes arranged around a common house with shared amenities and arts garden. The shared amenities in the common house and small home sizes reduce the overall cost per unit and provide a relatively affordable product for the co-housing owners. LAC has never requested nor has BCHA agreed to subsidize any portion of their property. They would be purchasing a property at a price that reflects market value for the land, the status of entitlements, and its pro-rata share of public and private infrastructure serving the site.

The other respondents to the RFP included Confluence Developers, whose proposal included purchasing 4-acres to build 118,000 square feet including 92 apartments that would be smaller in size than North Main, one- and two-bedroom units targeted to persons earning about $40,000 per year. The 92 apartments would be built over 75,400 square feet of ground floor retail. They also proposed an 8,000 square-foot arts and education event space, 16,000 to 32,000 square feet of retail and office for businesses such as yoga studio, urgent care, dentist, bike shop and other complementary uses.

Element Properties in conjunction with Colorado Group and C2 Sustainability, another respondent to the RFP, proposed an unspecified amount or type of market rate homes, a 10,000 square foot corporate headquarters for an existing active entertainment company and 20,000 square foot obstacle course and community park, a 6,000 to 8,000 square foot brewery and winery, and a 2,500 square-foot boutique for recycled apparel.

While all three proposals suggested interesting market opportunities, the most compatible were those proposed by The Arts Underground and Louisville Artists Co-Housing. Consequently, last May the BCHA Board of Commissioners approved staff's recommendation to pursue Letters of Intent with TAU and LAC.

Regrettably, the cost of that infrastructure proved too high for The Art Underground, and they have since contracted for a property outside of Louisville that meets their needs and price point. Pending the progress of the project, BCHA will be procuring additional partners to participate in the project in lieu of TAU.

Louisville Artists Co-Housing LLC is also currently considering an alternative site in Lafayette to determine if it better meets their price point and community values.

Request to Partner with Louisville in Providing Affordable Housing

As stated above, Louisville's 2013 Comp Plan strongly supports affordable housing in general and BCHA specifically, as well as emphasizes the City's intention to reduce or waive building permit and impact fees for all qualifying projects.

BCHA requests that the City of Louisville approve this project with annexation and zoning so that we may move forward with our applications to subdivide the site and secure PUD approval. Without zoning, we have no subdivided parcels and no ability to market a commercial portion of the site to raise equity and develop the infrastructure and affordable housing, and no access to private or public funds except those that BCHA has already spent. The entitlements bring significant leverage and value to the property. An acre of unentitled and unimproved property on this site is worth $192,649 (BCHA's 2013 land purchase price). An acre of entitled and improved 'shovel-ready' land is worth $1,250,000 (2014 sales comps within a quarter mile).

The limits on affordability, age-restrictions, and local preference, as well as the typical requirements to build certain public infrastructure and dedicate it to the City, all run with the land and commit BCHA and future owners. BCHA greatly appreciates the partnership of the City of Louisville in this development of affordable and senior housing. We request that the Council approve the annexation and zoning to allow us to move forward with serving the needs of the community.

Louisville City Council
Submitted to the packet for the Annexation and Zoning of 245 96th St.
City Council Meeting: March 17, 2015

Introduction:

- Louisville Artists Cohousing started October 16, 2013. First meeting at Café de Paris on Front Street in Louisville. 19 artists at that meeting began planning an artists cohousing community.
- We now have 270 members on meetup.com who follow all the progress of our group to develop and build an artists cohousing community. www.meetup.com/artists-housing-community. We have formed a non-profit Synergy Arts (already incorporated in the State of Colorado) to serve artists in the community in providing studio space and artist incubation opportunities.
- Our core members: 51 artists have put down a small deposit to participate in the planning and get on the Core member list to purchase a home. They get a priority number for choosing a home to buy in the development. Some of our members plan to try to qualify for affordable rentals and live in the surrounding community. We won't be building that many homes.
- Over 50% of our core members are Louisville resident artists. 70% of our members are over 55 in age. Artists in our group are of varied modest means and it is our goal to build homes that start below $300,000 market price and do not exceed $500,000. Every artist household will buy their own home. Additional 12 members can join from outside the community and possibly rent from the county's affordable rentals.

Our Plan:

- We plan to purchase property financed by funds from the resources of our own group members.
- Our consultant, James Leach of Wonderland Hills Consultants in Boulder is helping us develop an effective financing package. We don't plan on any subsidy from BCHA.
- There will be 24 artist homeowners at full market price and 12 artist from the surrounding community – potentially renting affordable housing. We will also run shared studios as a service for artists in the surrounding community.
- Any artist is eligible to join. We are not an exclusive artists group. Currently self-described artists merely pay their $50 core member fee to get a priority-number in order to purchase a property.
- We have two properties that we are pursuing and moving forward with. We are taking actions to decide which one is more viable for us. The Alkonis property in Louisville and an alternate property in Lafayette.
- We plan to be our own developer.
- We plan to buy the land from BCHA, just as we would with any other land we choose. The prices they quoted us per acre are above market value by a great deal. The land we are considering in Lafayette is about ¼ the potential cost of the land at Alkonis.
- We will build homes designed to be affordable at the market price by creating smaller homes and controlling other costs. Our plan for affordability includes combining some individual needs for a home space into a common house.
- The common house will have shared laundry facilities, guest rooms, art studios and a community room.

Submitted by Emilie Parker, Louisville Artists Cohousing. LLC
And Synergy Arts, a State of Colorado non-profit.

Meredyth Muth

From: Susan Honstein <shonstein@gmail.com>
Sent: Tuesday, March 10, 2015 9:42 AM
To: City Council
Cc: Emilie Parker
Subject: Alkonis Annexation

Dear Mayor and Members of City Council,

I am writing to follow up on your discussion of the Alkonis property annexation on March 3, 2015. I think the proposed development offers much needed affordable choices for both families and seniors and will be an asset to our community.

I appreciated several of the council members' comments in this preliminary discussion: Council Member Loo stressed the importance of giving preference to Louisville residents as we all know there is an unmet need for affordable housing in our community. Council Member Dalton wanted to ensure that the most needy are served which helps justify City costs for the project. And Council Member Keany made very good points about making certain assurances are in place so that the annexation is for the stated purpose of this development and does not wind up as just another market housing project, given the strain we are all feeling from so many recent projects in that part of town.

I understand you need to keep a sharp eye on the City's budget especially in the immediate term, but the $2 million commitment seems very modest in light of what the Housing Authority proposes to invest in our community.

I was very concerned, however, about Council Member Lipton's remarks and assumptions about the co-housing component of the development. The artists' co-housing group has worked very hard on this project and, based on Council Member Lipton's comments which were somewhat echoed by Mr. Menaker, I think it would be valuable to gather more facts about this part of the proposal.

As to the demographics of the artist group, I think you will find that a number of them meet the criteria for the affordable housing component and, in fact, are hoping to be selected for that part of the project. For the remainder, this is a group of individuals of modest means, many of whom are Louisville residents (meeting Council Member Loo's interest). In fact, it is very rare that an artist supports themselves with their art. Most of these individuals work here in our community in shops or other service occupations. While perhaps not quite at the income level to qualify for subsidized housing, many of these individuals are just past that mark and represent the segment of our community that is most affected by rapidly rising housing costs in Louisville. In that way, this component meets the purpose of the annexation in spirit.

As to the best use of that 1.3 acres, I think you will find that the intention is to build very modestly sized homes. I believe the number is about 30, plus a community studio space. This is the type of housing stock that is being lost in the downtown area as older homes are being scraped and replaced with larger family sized homes. Offering this land to “high bid” would likely eliminate this opportunity for our community to effectively replace this smaller type of house.

As to the value of having artists rather than another trade such as plumbers, this is a vocation that benefits greatly from the synergy of co-location, from both a creative perspective and from the perspective of sharing physical resources such as studio space. Artists have often formed colonies or guilds or resided in districts within larger cities.

As to the concern about “subsidizing” a particular group, this is a group that has contributed greatly to the vitality and success of our downtown. Many places have great restaurants, comparable to Louisville’s. I believe that art and cultural activities downtown have helped foster a cachet that makes our town a destination for folks from our neighboring communities. This has been a tremendous success story, especially in light of the economic slump we have just experienced.

Creative, innovative citizens are one of our greatest assets in Louisville and help to set us apart from other communities. The co-housing group is also considering a larger site in Lafayette for essentially the same amount of money. They are very committed to staying in Louisville if possible. We should be committed to doing our part to retain these citizens for all of our collective benefit. As we all learned during the recent arts discussions, the arts are an economic driver in communities large and small. Making room for artists helps to ensure we have access to their talents into the future.

I know this is long, but I won’t be able to attend the March 17 discussion. Thanks for taking the time to read this, to consider these remarks, and for all that you do.

Sincerely,

Susan Honstein

727 Pine St.

Cc: Emilie Parker

Louisville City Council Meeting

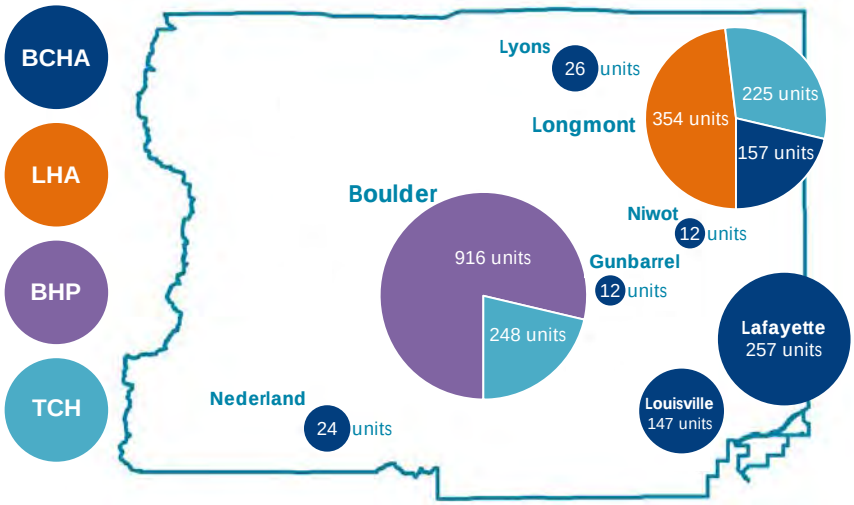
March 3rd, 2015

Hope for the future,
help when you need it.

BOULDER COUNTY HOUSING & HUMAN SERVICES

Boulder County

We own and manage **611 units** of affordable housing in **7 Boulder County communities.**



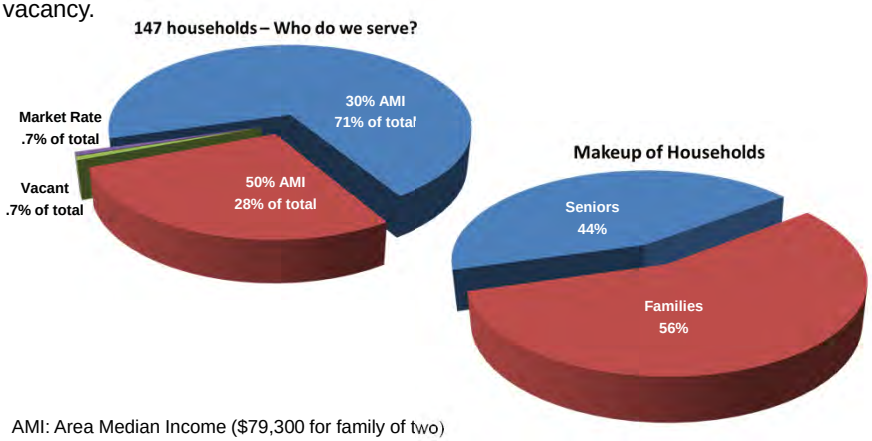
Our Portfolio

611 units of affordable housing throughout Boulder County

Who do we serve in Louisville?

Population served in the affordable housing portfolio

In the 147 units in Louisville, we currently have 104 residents below 30% AMI ($23,790/year for a two-person household), 41 residents below 50% AMI ($39,650/year for a two-person household), one market rate resident, and one vacancy.



AMI: Area Median Income ($79,300 for family of two)

Who do we serve in Louisville?

138 tenants total

AMI Levels	Number of Tenants
30%	106
50%	28
80%	4

Including 66 vouchers

AMI Levels	Number of Total Clients
30%	59 (21 are 62 years or older)
50%	7 (1 is 62 years or older)

62+ Age Levels	Voucher Holders
62-65	2
66-70	6
71-75	6
76-80	3
81-85	3
90	2

The low-income age 60+ population in the City of Louisville has grown significantly in the past 15 years, **nearly tripling from 273 households in 2000 to 689 in 2015**.

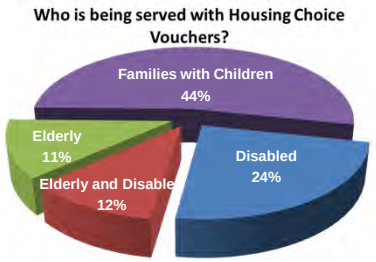
Even more dramatically, over the next 15 years, Louisville's age 60+ low-income population is projected to **grow to over 1,100 households.**

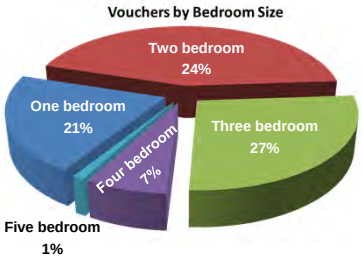
Who do we serve in Louisville?

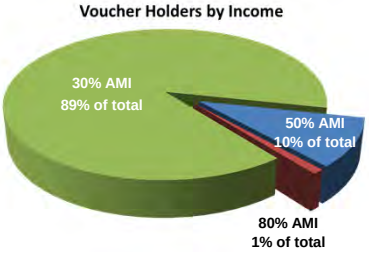
Additional BCHA Services in Louisville
Housing Choice Vouchers
Housing Choice Vouchers (formerly known as Section 8) allow low income clients to lease apartments in the private rental market. Clients pay 30% of their income on rent, and HUD pays the reminder.

BCHA administers 809 Housing Choice Vouchers. As of this report, 64 BCHA Housing Choice Vouchers are leased up in Louisville (9% of the program).

Estimated value to landlords in Louisville is $596,736.







HSSN leverages significant federal/state dollars

	# of Clients in Louisville	Average Annual HSSN investment into Louisville*	Total Annual Benefits into Louisville**
Health Coverage (Medicaid, CHP+)	1,771	$33,915	$7,121,534
Food Assistance (SNAP)	650	$17,815	$744,728
Child Care Assistance Program ***	52	$35,695	$175,506

*In addition to community partner funding, HSSN is used to support county staff who work either directly or indirectly to get basic needs services like food and medical coverage to residents. ***data Louisville only***

** **Health Coverage** and **Food assistance** programs result in major infusions of federal dollars into Boulder County with minimal local investment. HSSN helps leverage this federal support. ***data Louisville only***

The **Child Care Assistance Program** helps parents afford quality child care so they can work, look for a job, or pursue an education: **data *Louisville/Superior combined

Housing Stabilization Program (HSP)

The Housing Stabilization Program (HSP) helps stabilize families and individuals by preventing housing dislocation and homelessness, and providing an average of **8 months of case management services** to get other assistance to these residents to help them avoid other crises.

# of HSP Louisville/Superior Households	Estimated Total HSSN Louisville/Superior Investments
79	$273,261

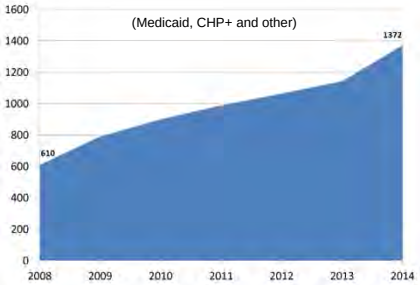
Average amount of savings at **entry**	Average amount of savings at **exit**
$59	**$1,170**

Referrals from Community Partners 2008 to Present

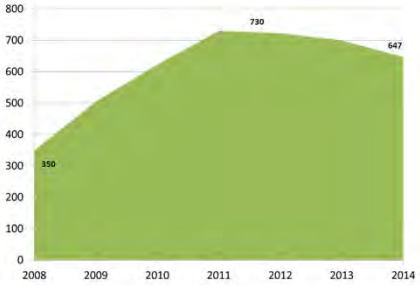
Bridge House	12
EFAA	174
OUR Center	305
SAFE	33
Sister Carmen	201
SPAN	22
Veterans Affairs	29

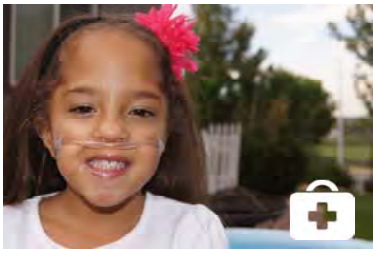
Continuing Increase in Need for Assistance in Louisville Area

Number of Health Coverage clients in Louisville



Number of Food Assistance clients in Louisville





Additional Boulder County HHS Programing

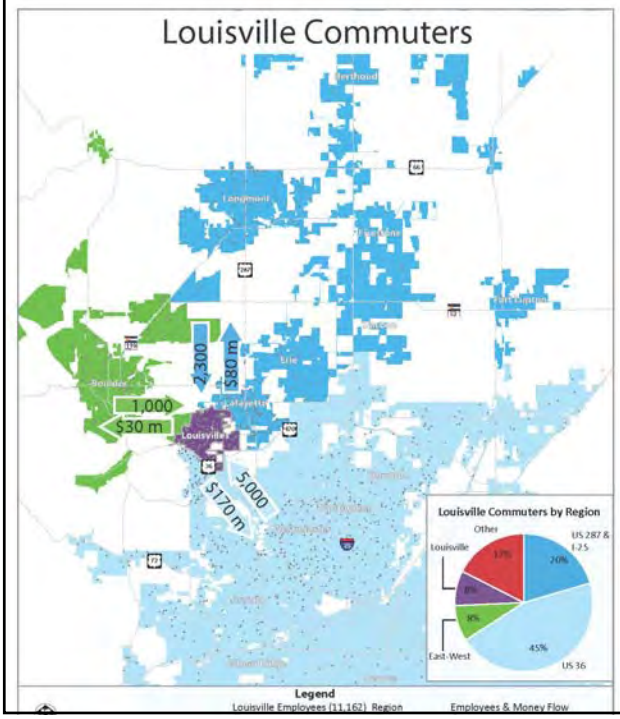
Family Self-Sufficiency
15 participants

Housing & Community Education
71 clients

LEAP – HEAT Plus
50 households

After I met with a certified Housing Counselor, I felt more comfortable knowing what I needed to do in order to purchase my first home. Thank you! - Brie M.

LPEC Services in Louisville, 2013	Households	$/Home	Total
Weatherization	2	$ 6,950	$ 13,900
EnergySmart Plus	2	$ 3,538	$ 7,076
SERC	2	$ 748	$ 1,495
Housing Rehabilitation	1	$ 15,018	$ 15,018
Total	7	$ 5,356	$ 37,489



People leaving their communities along county roads, state highways, bus routes to work in another community are bringing home a paycheck that is spent in their home communities.

These workers traveling the transportation system are critical to the economic health of local communities.

Example:1,000 Boulder/West County residents travel to the Louisville area to work each day, and take home about $30 million in income that is largely spent in their home communities.

Community Outreach

- community meetings
- 303.441.1000
- knowledgeable staff
- focus groups
- interest list
- brochure
- www.BoulderCountyHousing.org
- social media
- community partners

Louisville Housing Development Concept

- Purchased in 2013
- 70 units in senior building
- 120 multi-family units
- 1 community building
- 1 central park
- 7 pocket parks
- 140+ interest list

Louisville Housing Development

conceptual images

Louisville Housing Development

Estimated Funding Sources	
First Mortgage	20,900,000
LIHTC Equity	27,238,331
Deferred Developer Fee	1,176,900
Boulder County HHS (construction)	600,000
State/Disaster Relief Funds	8,000,000
Boulder County Worthy Cause	1,000,000
Boulder HOME Consortium	500,000
Boulder County HHS (stabilization)	500,000
Boulder County Housing and Human Service Funds/State	3,000,000
Boulder County Land Acquisition	2,580,000
	65,495,231

Estimated Funding Uses	
Land/Acquisition	2,580,350
On site/off-site work	9,496,619
New Construction	41,167,700
Professional Fees	1,985,000
Construction Interim Costs	2,013,234
Construction Interest	565,969
Perm Loan Fees	160,000
Const/Perm Loan Interest (Ineligible)	245,400
Legal fees, title, syndication	398,920
Developer Fee (portion deferred, put back in the deal)	5,729,371
Reserves	1,152,668
	65,495,231

Fact Sheet: Need for Income-Restricted Senior Apartments in the City of Louisville

The low-income age 60+ population in the City of Louisville has grown significantly in the past 15 years, nearly tripling from 273 households in 2000 to 689 in 2015. Even more dramatically, over the next 15 years, Louisville's age 60+ low-income population is projected to grow to over 1,100 households.

*Based on proportion of households < 50% median income for 2 persons, 2014

As displayed in this graph, the gap between Louisville's low-income senior population and availability of affordable units is quite large. Currently, there are only 64 income-restricted units in the City, and no new low-income senior apartments have been built in Louisville since 1997. The newest property, Lydia Morgan Apartments, was built 18 years ago.

Property Name	Number of Units	Year Built
Acme Plaza	4	1960's
Regal Square	30	1983
Lydia Morgan	30	1997
Total	**64**	

Why does Louisville need 'senior' apartments? Typically, senior apartments offer both physical accessibility and support services, not 'just an apartment'. Senior apartments nearly always offer some organized social and recreational activity, emergency response, and help connecting residents with other needed community services.

Where do Louisville's low-income seniors live now?

- ✓ Low-income seniors live in a mix of housing types in Louisville, alone or with spouse or other family, in owned homes, condominiums and mobile homes; mixed-age rentals; and income-restricted senior apartments.
- ✓ Some low-income seniors have left Louisville to move into income-restricted senior apartments in neighboring communities, such as Josephine Commons in Lafayette and High Mar in Boulder.
- ✓ For lower-income households who need care services, there are no affordable assisted living or skilled nursing facilities in Louisville, so those who require care generally utilize such facilities in Boulder, Lafayette, or Longmont.

City	60+ Low-income Households	Number of Properties	Total Units	Years Built
Boulder	3,526	7	637	1963-2014
Longmont	4,524	9	554	1965-2013
Lafayette	1,058	3	136	1979-2012
Louisville	689	3	64	1960s-1997

Other, market-rate options for Louisville's seniors

The only other senior apartment options within Louisville and surrounding communities are market-rate apartments and independent living in retirement communities. These properties are generally not affordable to those with incomes equal to 50% or less of Area Median Income. For example, Balfour Retirement, the only market-rate senior housing in Louisville, offers independent living with supportive services for $3,900 to $7,300 per month. Affinity at Lafayette, the lowest-priced market-rate option in Boulder County, offers 1-BR apartments starting at $1,370 and 2-BRs at $1,690 per month. Other options in Boulder and Longmont average between about $2,000 and $3,000 for 1-BR apartments and $3,200 to $4,500 per month for 2-BR apartments.

Fact sheet prepared by: The Highland Group, Inc. , 3020 Carbon Place Suite 202, Boulder, CO 80304 720.565.0966
www.thehighlandgroupinc.com January 21, 2015

City of Louisville
COLORADO • SINCE 1878

CITY COUNCIL COMMUNICATION
AGENDA ITEM 8A4

SUBJECT: **DISCUSSION/DIRECTION/ACTION – LOCAL FINANCIAL ASSISTANCE TO SUPPORT BOULDER COUNTY HOUSING AUTHORITY'S (BCHA) AFFORDABLE HOUSING PROJECT AT 245 NORTH 96TH STREET**

DATE: **MARCH 17, 2015**

PRESENTED BY: **AARON DEJONG, ECONOMIC DEVELOPMENT**

SUMMARY:
The Boulder County Housing Authority (BCHA) is requesting financial assistance from the City for a proposed affordable housing project located at 245 North 96th Street, a 13.4 acre parcel along Highway 42 north of South Boulder Road. The BCHA's request includes Permit Fee waivers, Impact Fee waivers and direct contributions for streets serving more than the BCHA project. Staff has reviewed BCHA's request and recommends a financial assistance package totaling $1,045,002 and consisting of:

100% Rebate of Building Permit Fees (as requested)	$ 430,500
20% waiver of Parks and Trails Fee (as requested)	$ 62,762
50% waiver of Municipal Facilities Fee (as requested)	$ 35,604
100% waiver of Transportation Fee (as requested)	$ 30,015
30% of BCHA's request for street construction costs	$ 486,121
Total Recommended Assistance	$ 1,045,002

The contribution for street construction costs can be made to the BCHA in 2018, so it would not affect the City's budget at all until then. Also, the City's 2018 Capital Projects Fund forecast shows sufficient capacity to fund this proposed financial assistance without delaying or cancelling any projects currently included in the City's 2015-2019 Capital Improvements Program.

Providing this assistance would:

- Be consistent with the City Council's goal to encourage additional affordable housing when Council approved the transfer of the Louisville Housing Authority's assets and debts to BCHA in 2012.
- Continue the City's long standing history of providing assistance for affordable housing in Louisville including assistance for the Lydia Morgan senior affordable project in 1995 and the Sunnyside affordable project in 1996.
- Help BCHA secure additional assistance from Federal and State programs, based on significant assistance from the local government.
- Be consistent with the City's Comprehensive Plan, which includes policies and principles concerning affordable housing.

- Show support for Louisville businesses because several Louisville business owners recently identified the lack of affordable housing in Louisville as among their biggest obstacles in recruiting and retaining employees.
- Deliver the street network elements that go through the property. These elements are identified in the 2013 Comprehensive Plan and Highway 42 Transportation Plan.

BACKGROUND:
On August 21, 2012, the City, BCHA, and the Louisville Housing Authority (LHA) entered into an Intergovernmental Agreement to transfer LHA's assets and debts to BCHA, dissolve the LHA, commit to BCHA maintaining 146 affordable housing units in the community for a 50 year period and to creating 15 additional affordable housing units in Louisville within 5 years of the execution of the Agreement. Through this agreement BCHA became Louisville's housing authority.

In March 2013, BCHA acquired the 13.4 acre parcel along Highway 42, north of the Christopher Plaza II Subdivision and south of the Takoda Subdivision, with the intent of constructing a significant affordable housing project on the land. BCHA has submitted a voluntary annexation petition to receive zoning allowing an affordable housing project.

BCHA's original plans were to line up funding and complete designs to accommodate construction in 2017 or 2018. However, BCHA accelerated its plans because today there are increased funding opportunities for affordable housing projects and they want to begin construction in 2015 or 2016. They intend to apply for significant assistance through State and Federal programs, including the Federal Low-Income Housing Tax Credits, Flood related CDBG financial assistance, and other programs to ensure an affordable project without limiting the quality of the end result. Local financial commitments are a critical component of successful applications requesting low-income housing tax credits, grants, and loans.

Louisville has provided significant assistance to prior affordable housing projects constructed by LHA, now under the management of BCHA. The City Council approved, through Resolution No.54 Series 1995, 100% fee and tax waivers, waiver of the facilities and thoroughfare fees, and construction funding for water mains and sidewalks for the Lydia Morgan senior affordable housing project on Lincoln Avenue. The Council also approved, through Resolution No. 22, Series 1996, 100% fee and tax waivers, waiver of the facilities and thoroughfare fees, paving a portion of East Street, and construction funding for a fire hydrant for Sunnyside Place affordable housing project on East Street.

DETAILS OF THE REQUEST:
As detailed in the Council Communication on BCHA's annexation and zoning request, BCHA is requesting initial zoning to allow construction of up to 231 dwelling units and 18,406 sf of commercial buildings on the property. The Annexation Agreement proposed by City staff specifies that of the up to 231 dwelling units, 80% (or up to 185)

must be affordable housing units, and of those, at least 60 units must be age-restricted for occupancy by persons 55 years of age or older. BCHA estimates construction costs for the affordable housing units will amount to $52 million. The assistance BCHA seeks from the City is outlined in the attached letter dated February 6, 2015. They request assistance in several forms:

- Rebates or waivers of City Plan Review Fees
- Rebates or waivers of Construction Use Taxes
- Waivers of Impact Fees
- Financial assistance with street construction

Rebates or waivers of City Plan Review Fees
City staff estimates the affordable units in this project would generate $430,500 in plan review fee revenue, based on a $52 million construction cost valuation.

Impact Fees
The project would owe the City impact fees related to the development. City staff estimates the various impact fees as follows:

- Library - $55,890
- Parks and Trails - $313,812
- Recreation - $207,207
- Municipal Facilities - $71,208
- Transportation - $30,015

BCHA proposes to construct trail connections through the property allowing for better regional access. They request a 20% waiver of the Parks and Trails Impact fee, amounting to $62,762.

BCHA also proposes to have a Community Center available to the residents and the community as a whole. The facility would be available for community events, classes, and presentations. BCHA is requesting a 50% waiver for the Municipal Facilities Impact fee, amounting to $35,604.

BCHA is requesting 100% waiver of the $30,015 Transportation Impact fee because the traffic improvements BCHA will be constructing to Highway 42 are a component of the approved Transportation Impact fee schedule.

Assistance with Street Construction
The streets within the development would serve the new affordable housing buildings as well as provide regional transportation connections by extending Hecla to Highway 42 and Kaylix to the Christopher Plaza development. These extensions would provide additional choices for North Louisville residents to travel north/south without needing to use Highway 42. These streets are anticipated in the Highway 42 transportation plan approved in 2013.BCHA would be constructing these new roads and is requesting

assistance to cover construction costs because they would provide regional options for existing Louisville residents. Based on the traffic study, BCHA determined the following regional share percentages and associated cost for certain street construction components:

- 45% of striping costs for northbound left movement from Kaylix to Hecla ($6,131).
- 25% of cost for the southbound right turn lane from Hecla to Kaylix ($30,656).
- 45% of the construction cost for Hecla ($660,765).
- 65% of the construction cost for Kaylix ($867,671).
- 45% of construction cost for southbound acceleration lane on Highway 42 ($55,181).

These percentages amount to a total request of $1,620,404 in City assistance.

The completion of Hecla Drive and extension of Kaylix Avenue are regional street connections identified in the Comprehensive Plan and Highway 42 Transportation Plan. This secondary network would allow local traffic an alternative to using Highway 42 for entering or leaving the North Louisville neighborhoods. As suggested by BCHA's traffic analysis, the streets in the development carry some share of traffic generated outside of the proposed development. However, BCHA's overall proposal does not reflect the traffic impact of the proposed development on other streets in the City. To account for this impact, yet still provide some assistance to compensate for the proposed new streets carrying a portion of regional traffic, City staff recommends contributing 30% of BCHA's request for street construction costs.

The BCHA estimated the total project will cost about $65.5 million. The BCHA's request for assistance from the City is included in the $3 million "Boulder County Housing and Human Service Funds/State" item in the following table:

Estimated Funding Sources	
First Mortgage	20,900,000
LIHTC Equity	27,238,331
Deferred Developer Fee	1,176,900
Boulder County HHS (construction)	600,000
State/Disaster Relief Funds	8,000,000
Boulder County Worthy Cause	1,000,000
Boulder HOME Consortium	500,000
Boulder County HHS (stabilization)	500,000
Boulder County Housing and Human Service Funds/State	3,000,000
Boulder County Land Acquisition	2,580,000
	65,495,231

Estimated Funding Uses	
Land/Acquisition	2,580,350
On site/off-site work	9,496,619
New Construction	41,167,700
Professional Fees	1,985,000
Construction Interim Costs	2,013,234
Construction Interest	565,969
Perm Loan Fees	160,000
Const/Perm Loan Interest (Ineligible)	245,400
Legal fees, title, syndication	398,920
Developer Fee (portion deferred, put back in the deal)	5,729,371
Reserves	1,152,668
	65,495,231

FISCAL IMPACT:
The fiscal impact of the assistance proposed by City staff includes 100**%** of the City's permit fees, waivers of impact fees totaling $128,381, and the direct contribution of $486,121 towards BCHA's street construction costs. The total proposed assistance is $1,045,002 and consists of the amounts listed in the table below:

100% Rebate of Building Permit Fees (as requested)	$ 430,500
20% waiver of Parks and Trails Fee (as requested)	$ 62,762
50% waiver of Municipal Facilities Fee (as requested)	$ 35,604
100% waiver of Transportation Fee (as requested)	$ 30,015
30% of BCHA's request for street construction costs	$ 486,121
Total Recommended Assistance	$ 1,045,002

As a governmental entity, the BCHA is exempt from paying sales and use taxes.

The Finance Department analyzed the 2014 Long-Term Financial Plan to estimate the financial implications of this proposed financial assistance. This analysis is based on the following actions and several assumptions:

1. **Updating the Planning Department's revenue projections for 2015 through 2019.** The prior projection did not anticipate any revenue from the BCHA project until 2018 and 2019. In addition, the revenue projected in those years was significantly less than the amounts that we now estimate for BCHA's construction

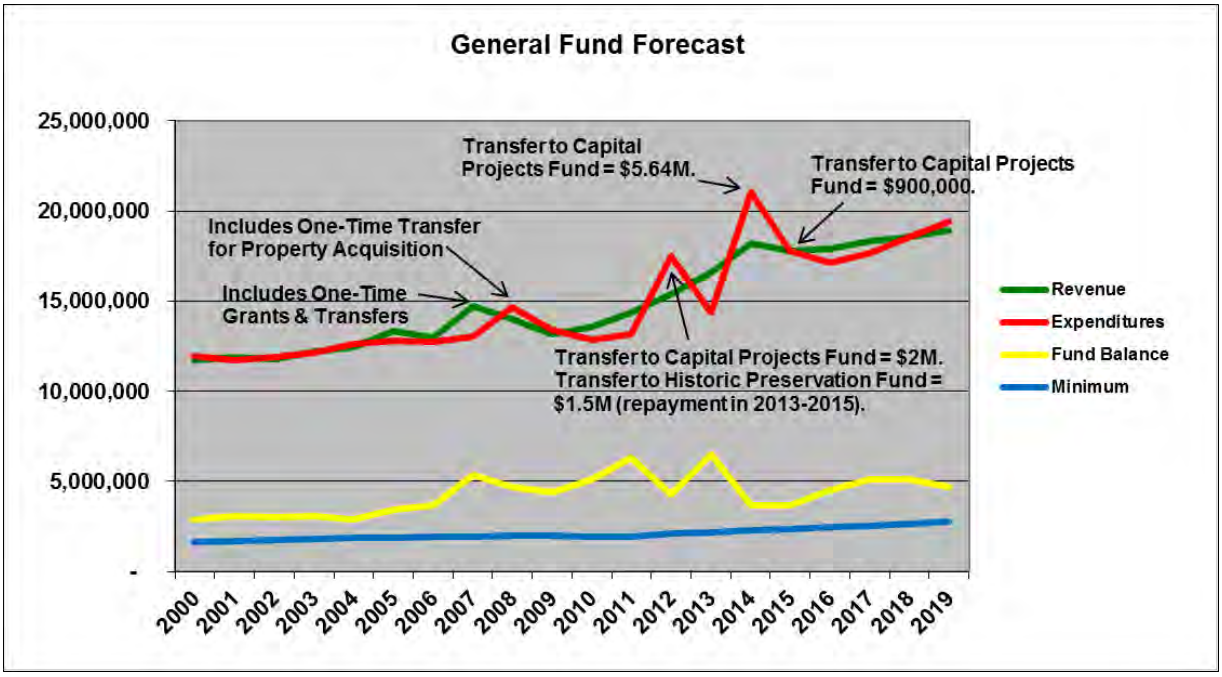
project. Accordingly, the following are changes made to the Planning Department's 2018-2019 revenue projections dated September 22, 2014:

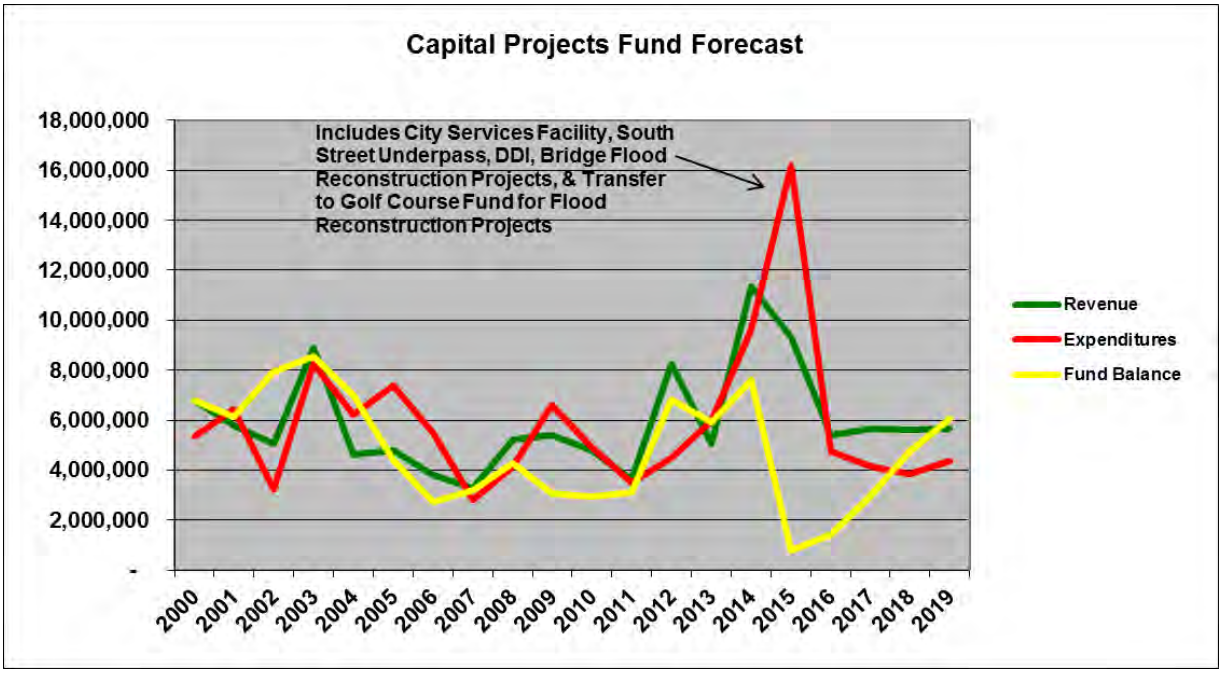
a. Removed 100% of the Building Permit Fee revenue ($45,068)
b. Removed 100% of the Construction Use Tax revenue ($187,284) attributed to this project. This amount was included in the City's revenue projections without considering that the BCHA is exempt from sales and use taxes.
c. Removed 20% of the Parks & Trails Impact Fee revenue ($62,762)
d. Removed 50% of the Municipal Facility Impact Fee revenue ($35,604)
e. Removed 100% of the Transportation Impact Fee revenue ($25,150)

2. **Evaluating General Fund Reserve capacity to "backfill" waived impact fees.** If the City waives impact fees, the City must "backfill" the waived amounts from the General Fund to ensure there will be sufficient funding to complete the anticipated capacity increasing projects on which the impact fees are based. Accordingly, the analysis adds in the General Fund "backfill" of waived Impact Fee revenue amounting to $98,366, the total amount of the waived Park and Trails Fee and the Municipal Facilities Fee. Because BCHA would be improving Highway 42, and those improvements are projects for which the Transportation impact fee is imposed, it is not necessary to reimburse the transportation fee; construction those improvements would result in a Transportation impact fee credit. The $98,366 in impact fee waivers that do require backfilling would need to be incorporated into the City's 2015 General Fund budget. The current Forecast indicates the General Fund has sufficient reserves in 2015 that may be to allocated for these impact fee fund reimbursements without reducing the Fund below the 15% minimum level (see below).

3. **Determining if the street construction assistance ($486,121) can be accommodated in the Capital Project Fund's 2018 expenditures.** BCHA is willing to be flexible on the timing of the City's financial assistance. The Long-Term Forecast for budget year 2018 reflects an unobligated balance of $4,500,000 in the Capital Project Fund. Based on the current forecast, it would be possible to provide the proposed assistance in 2018 without having to cancel or delay any projects currently included in the 2015-2019 Capital Improvements Plan. However, allocating the funding in 2018 would reduce the City's ability to add projects to the 2018 Capital Projects Budget.

The attached graphs reflect the most recent General Fund and Capital Projects Fund Forecasts:


General Fund Forecast
25,000,000
20,000,000
15,000,000
10,000,000
5,000,000
-
Transfer to Capital Projects Fund = $5.64M.
Transfer to Capital Projects Fund = $900,000.
Includes One-Time Transfer for Property Acquisition
Includes One-Time Grants & Transfers
Transfer to Capital Projects Fund = $2M. Transfer to Historic Preservation Fund = $1.5M (repayment in 2013-2015).
Revenue
Expenditures
Fund Balance
Minimum
2000
2001
2002
2003
2004
2005
2006
2007
2008
2009
2010
2011
2012
2013
2014
2015
2016
2017
2018
2019


Capital Projects Fund Forecast
18,000,000
16,000,000
14,000,000
12,000,000
10,000,000
8,000,000
6,000,000
4,000,000
2,000,000
-
Includes City Services Facility, South Street Underpass, DDI, Bridge Flood Reconstruction Projects, & Transfer to Golf Course Fund for Flood Reconstruction Projects
Revenue
Expenditures
Fund Balance
2000
2001
2002
2003
2004
2005
2006
2007
2008
2009
2010
2011
2012
2013
2014
2015
2016
2017
2018
2019

RECOMMENDATION:
City staff has discussed the package with BCHA staff and they accept City staff's recommended assistance package as follows:

100% Rebate of Building Permit Fees (as requested)	$ 430,500
20% waiver of Parks and Trails Fee (as requested)	$ 62,762
50% waiver of Municipal Facilities Fee (as requested)	$ 35,604
100% waiver of Transportation Fee (as requested)	$ 30,015
30% of BCHA's request for street construction costs	$ 486,121
Total Recommended Assistance	$ 1,045,002

Staff is seeking Council direction on the recommended financial assistance and, based on Council direction, will prepare an agreement for consideration at a future date to formalize any financial commitment. Staff recommends Council approve the above assistance for BCHA's affordable housing project at 245 North 96th Street for the following reasons.

1. A main goal of the City Council when approving the transfer of LHA's assets and debts to BCHA in 2012 was to encourage the creation of additional affordable housing in Louisville. This project will create an estimated 185 additional affordable units in the community, significantly more than the IGA requires.
2. The City has a long standing history of providing assistance for affordable housing in Louisville. Prior councils have agreed to similar assistance structures for the Lydia Morgan senior affordable project in 1995 and the Sunnyside affordable project in 1996.
3. BCHA has the opportunity to achieve additional assistance from Federal and State programs if there is significant assistance from the local government. The Federal Low-Income Housing Tax Credit program and the State's allocation of flood related CDBG housing funds rely heavily on the commitment from local communities to assist in completing the affordable housing projects.
4. Providing this assistance would be consistent with the City's Comprehensive Plan, which includes the following policies and principles concerning affordable housing. Louisville's Comprehensive Plan has Policy NH-5.2: The City should continue to work with Boulder County Housing Authority and others to ensure an adequate supply of affordable housing is available in Louisville.
   a. Policy NH-5.7: The City should define standards for low income and affordable housing units, and consider reducing or waiving building permit and impact fees for all qualifying projects.
   b. PRINCIPLE NH-6. The City should define City-wide goals for affordable and low-income housing through a public process.
   c. Policy NH-6.1: The City should determine to what extent it would like to allow, encourage, or incentivize affordable and low-income housing.

d. Policy NH-6.2: The City should develop specific and achievable actions to meet the defined goals.

5. Several Louisville business owners recently identified the lack of affordable housing in Louisville as among their biggest obstacles in recruiting and retaining employees. Promoting additional affordable housing in Louisville would show support for Louisville businesses.
6. The 2013 Comprehensive Plan and Highway 42 Transportation Plan outlines the desired street network through the property. BCHA is delivering this network and requesting partial assistance to accomplish it.

ATTACHMENTS:

1. Staff Presentation

Financial Assistance Request
Boulder County Housing Authority
Affordable Housing Project at
245 N 9th Street

Aaron DeJong
Economic Development

March 17, 2015

BCHA Financial Assistance

- BCHA signed an IGA in 2012 with Louisville to maintain 146 affordable housing units and also create an additional 15 units within 5 years.
- BCHA purchased 13.4 acre parcel along Highway 42 in 2013 for an affordable housing project.
  - Initial plans were to begin a project in 2017-18.

BCHA Financial Assistance

City of Louisville
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- Property annexation approvals underway
- Preliminary PUD documents submitted
  - Up to 231 total housing units
  - 80% affordable housing units including at least 60 age-restricted for seniors
  - Commercial opportunities
  - For sale (market) housing parcel

BCHA Financial Assistance

City of Louisville
COLORADO • SINCE 1878

- Louisville has provided assistance to previous affordable housing projects, notably;
  - Lydia Morgan 1995
    - 100% fee and tax waivers,
    - waiver of the facilities and thoroughfare fees, and
    - construction funding for water mains and sidewalks
  - Sunnyside Place 1996
    - 100% fee and tax waivers,
    - waiver of the facilities and thoroughfare fees,
    - paving a portion of East Street, and
    - construction funding for a fire hydrant

BCHA Financial Assistance

City of Louisville
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- BCHA has requested;
  - Rebates or waivers of City Building Permit Fees
  - Waivers of Impact Fees
  - Financial assistance with street construction

BCHA Financial Assistance

City of Louisville
COLORADO • SINCE 1878

- City Plan Review Fees
  - Based upon $52,000,000 construction costs
  - $430,500 in Building Permit fees

BCHA Financial Assistance

City of Louisville
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- Impact Fees
  - Library - $55,890
  - Parks and Trails - $313,812
  - Recreation - $207,207
  - Municipal Facilities - $71,208
  - Transportation - $30,015

BCHA Financial Assistance

City of Louisville
COLORADO • SINCE 1878

- Road Construction Assistance
- Based on regional traffic utilizing the new roads
  - 45% share of striping costs for the northbound left movement from Kaylix to Hecla ($6,131).
  - 25% share for the southbound right turn lane from Hecla to Kaylix ($30,656).
  - 45% of the construction cost for Hecla ($660,765).
  - 65% of the construction cost for Kaylix ($867,671).
  - 45% of the construction cost for southbound acceleration lane on Highway 42 ($55,181).

BCHA Financial Assistance

City of Louisville
COLORADO • SINCE 1878

- Staff Recommendation:
  - 100% Rebate of Building Permit Fees: $430,500
  - 20% waiver of Parks and Trails Fee: $62,762
  - 50% waiver of Municipal Facilities Fee: $35,604
  - 100% waiver of Transportation Fee: $30,015 (no backfill)
  - 30% of BCHA's request for street construction: $486,121
- TOTAL = $1,045,002

BCHA Financial Assistance

City of Louisville
COLORADO • SINCE 1878

- FISCAL IMPACT
  - Analyzed revenues in 2015-2019 Forecast
    - Removed 100% of the Building Permit Fee revenue ($45,068)
    - Removed 100% of the Construction Use Tax revenue ($187,284) in the projections attributed to this project. This amount should not have been included in the City's revenue projections, as the BCHA is exempt from sales and use taxes.
    - Removed 20% of the Parks & Trails Impact Fee revenue ($62,762)
    - Removed 50% of the Municipal Facility Impact Fee revenue ($35,604)
    - Removed 100% of the Transportation Impact Fee revenue ($25,150)
    - Are all 2018 revenues

BCHA Financial Assistance

City of Louisville
COLORADO • SINCE 1878

- FISCAL IMPACT (Cont.)
  - Need to backfill Parks and Trails and Municipal Facilities Fees ($98,366)
  - Don't have to backfill Transportation Impact Fee
    - BCHA is improving Highway 42 and those improvements are a component of this fee
  - Impact Fee backfill would be in 2015
    - General Fund has funding available
  - Street Construction contribution in 2018 budget

BCHA Financial Assistance

City of Louisville
COLORADO • SINCE 1878

- FISCAL IMPACT (Cont.)
  - BCHA is willing to be flexible on timing of payment
  - Budget Year 2018 has a current estimated unobligated balance of $4,500,000 in the Capital Project Fund
  - Allocating assistance in 2018 would not require cancelling or delaying any planned projects.
  - However, allocating the funding in 2018 would reduce City's ability to add projects to the 2018 Capital Projects Budget.

BCHA Financial Assistance

City of Louisville
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Staff Justification

- Consistent with Council's goal to encourage additional affordable housing
- Continue the City's long standing history of providing assistance for affordable housing in Louisville (Lydia Morgan and Sunnyside)
- Help BCHA secure additional assistance from Federal and State programs

BCHA Financial Assistance

City of Louisville
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Staff Justification (continued)

- Consistent with the City's Comprehensive Plan policies and principles on affordable housing.
- Show support for Louisville businesses who see affordable housing as obstacle in recruiting and retaining employees
- Deliver portions of the street network identified in the 2013 Comprehensive Plan and Highway 42 Transportation Plan

BCHA Financial Assistance

City of Louisville
COLORADO • SINCE 1878

Action Requested:

- Direction on financial assistance towards BCHA's affordable housing project at 245 North 96th Street
  - Staff will prepare an agreement for formal action at a future meeting

SUBJECT: **RESOLUTION NO. 15, SERIES 2015 - A RESOLUTION SETTING CERTAIN WATER, WASTEWATER, STORMWATER AND OTHER FEES, RATES, AND CHARGES FOR THE CITY OF LOUISVILLE, COLORADO**

DATE: **MARCH 17, 2015**

PRESENTED BY: **KURT KOWAR, PUBLIC WORKS DIRECTOR**

SUMMARY:
Staff recommends increasing and revising the structure of the City's water, wastewater and stormwater rates to (1) fund significant improvements at the City's wastewater treatment plant needed to satisfy new mandatory Federal and State wastewater standards, (2) provide sufficient revenue to properly operate and maintain the City's water, wastewater and stormwater utility systems, (3) more equitably distribute the cost of providing service to different customers based on the contribution of those customers to overall system costs, and (4) fund stormwater system improvements required to reduce the area of Downtown Louisville that is within the 100-year floodplain. Table 1 below shows the impact the increases and revised structure would have on an average residential utility bill. The remainder of this Council Communication provides more details on these proposed changes to help Council understand staff's proposal to adopt rate increases on March 17, 2015 and have them go into effect May 1, 2015.

Table 1

Average Monthly Bill and Rate Increase Impact For Residential Customer

	2014	2015	2016	2017	2018	2019
Water	$12.32	$16.31	$18.10	$20.10	$20.10	$20.10
Sewer	$20.69	$22.00	$26.40	$27.45	$27.45	$27.54
Storm	$4.23	$4.23	$4.74	$4.78	$4.78	$4.78
Total Bill	$37.24	$42.54	$49.24	$52.33	$52.33	$52.42
$ Change	-	$5.30	$6.70	$3.09	$0.00	$0.09
% Change	-	14.2%	15.7%	6.3%	0.0%	0.2%

Background
Anticipating the need to make significant improvements to the City's wastewater treatment plant to comply with new Federal and State standards, in 2013 staff and Raftelis Financial Consultants (RFC) conducted a utility rate study. This study calculated tap fees and utility rates the City's enterprise funds should be charging to fund utility operations, maintenance, and anticipated capital improvements. On March

18, 2014 the City Council approved the initial rate increases staff recommended as a result of the study, and in May of 2014 those initial rate increases became effective.

Based on Council direction, staff continued to work with RFC to update and refine the recommended rate increases to reflect the approved 2015 City Budget and new information and updated assumptions since the 2013 study financial model. Based on this work, the updated model now reflects increased construction costs, more accurate interest rate and issuance costs than previously assumed for proposed debt, changes in project timelines, 2013 flood related costs, and updated accounting for actual tap fee revenue and estimates of future revenue. Staff and RFC performed this financial plan update to refine the proposed rate increases and verify that the planned increases would be adequate. A memo describing the process used by RFC to complete the update is attached and the key elements of the proposed rate increases/changes are summarized below

Key Elements of the Rate Change

There are two key elements of the proposed rate changes. First there are increases needed to generate sufficient revenue to cover capital costs and the ongoing costs to operate and maintain the City's water, wastewater and stormwater utility systems. Second, there are changes in rate structure to more equitably distribute costs to the various users based on users' relative contribution to total system costs. Staff refers to these latter changes as "cost of service adjustments".

Table 2 shows the updated proposed rate increases needed to generate sufficient revenue, *without any cost of service adjustments*. This table compares the rate increases proposed in the 2013 Utility Rate Study (shown in black text) to the proposed increases reflecting current financial update (in red text, if different from what was proposed by the 2013 Rate Study).

Table 2 – Overall Required Rate Increases by Utility

Rate Increases from the 2013 Utility Rate Study Compared with the current Update. Red or Green Indicates Change from the 2013 Utility Rate Study					
Utility	**Proposed Rate Revenue Increase**				
	2015	**2016**	**2017**	**2018**	**2019**
Water	~~2.0%~~ 0%	~~2.0%~~ 11%	~~2.5%~~ 11%	~~2.5%~~ 0%	**0%**
Wastewater	27.0%	~~8.0%~~ 20%	~~8.0%~~ 4%	~~8.0%~~ 0%	**0%**
Stormwater	~~30.0%~~ 0%	~~25.0%~~ 12%	~~25.0%~~ 1%	0.0%	**0%**

Cost of Service Adjustments

As noted above, cost of service adjustments are changes staff proposed to existing rates to more equitably distribute costs to Residential and Non-residential customers.

The 2013 Cost of Service Study performed by RFC indicated the following cost of service adjustments should be made to recover from each customer category the total relative share of costs those customers impose on the utility system:

Table 3
Adjustments to Water User Charges to Reflect the 2013 Cost of Service Study Results

Customer Class	2015 Revenue Under Existing User Charges $	Adjusted Cost of Service Findings		
		2015 Adjusted Cost of Service $	Revenue Change ($)	Revenue Change (%)
Single Family Residential	2,378,901	3,149,338	770,437	**32.4%**
Commercial & Multi-Family	2,838,820	2,068,383	(770,437)	**(27.1%)**
Total City	5,217,721	5,217,721	-	**0.0%**

Table 4
Adjustments to Sewer User Charges to Reflect the 2013 Cost of Service Study Findings

Customer Class	2015 Revenue Under Existing User Charges $	Adjusted Cost of Service Findings		
		2015 Adjusted Cost of Service $	Revenue Change $	Revenue Change %
Single Family Residential	1,979,107	1,712,220	(266,887)	**(13.5)%**
Commercial & Multi-Family	465,290	732,177	266,887	**57.4%**
Total City	2,444,397	2,444,397	-	**0.0%**

As these tables indicate, based on RFC's analysis, current rates:

- Undercharge relative to the cost of providing water service to single family residential homes
- Overcharge relative to the cost of providing water service to commercial and multi-family residential complexes (which are typically billed to a commercial account)
- Overcharge relative to the cost of providing residential sewer service
- Undercharge relative to the cost of providing commercial and multi-family residential sewer service

The Utility Rate Task Force recommended implementing the cost of service adjustments calculated in the 2013 Study. However, staff did not incorporate those adjustments into the proposed 2014 rate increases because staff and Council needed more time to understand and evaluate the potential impact. Staff now recommends implementing the cost of service adjustments for two reasons: first, as noted above, doing so would more equitably allocate the cost of providing utility service to each category of customers. Second, as reflected in Table 5 below, the overall impact of the cost of service adjustments on an average residential bill would be relatively small; about 30 cents to 63 cents per month, depending on the year (although the impact on individual customers would be more or less than this amount, depending on their actual water use).

Table 5 shows the impact on an average residential utility bill with and without cost of service adjustments.

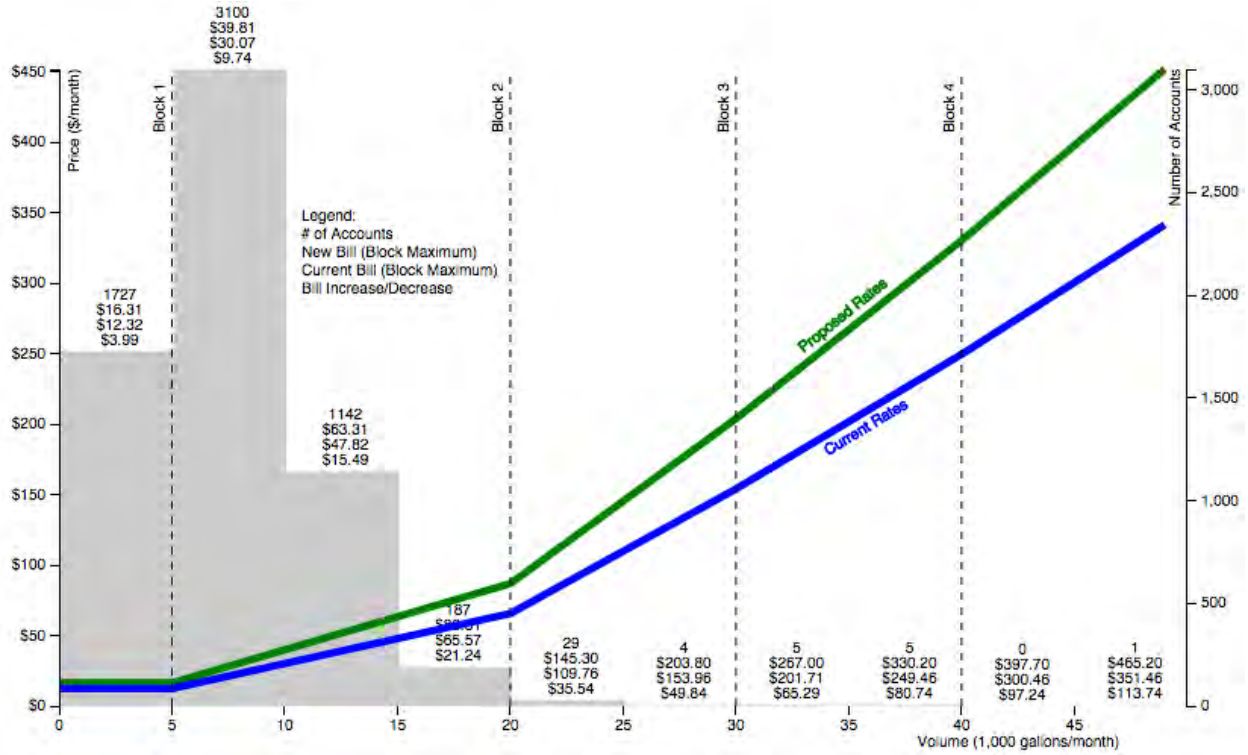
Table 5

Utility Bill for an Average Residential Customer Reflecting the Update Study Results Only						
Service	**2014**	**2015**	**2016**	**2017**	**2018**	**2019**
Water	**$12.32**	**$12.32** (0%)	**$13.68** (11%)	**$15.18** (11%)	**$15.18** (0%)	**$15.18** (0%)
Wastewater	**$20.69**	**$25.43** (27%)	**$30.52** (20%)	**$31.74** (4%)	**$31.74** (0%)	**$31.83** (0%)
Stormwater	**$4.23**	**$4.23** (0%)	**$4.74** (12%)	**$4.78** (1%)	**$4.78** (0%)	**$4.78** (0%)
Combined Bill	**$37.24**	**$41.98**	**$48.94**	**$51.70**	**$51.70**	**$51.80**
% Increase	-----	12.7%	16.6%	5.7%	0.0%	0.2%
Utility Bill for an Average Residential Customer Reflecting Update Study Results AND Cost of Service Adjustments						
Service	**2014**	**2015**	**2016**	**2017**	**2018**	**2019**
Water	**$12.32**	**$16.31** (32%)	**$18.10** (11%)	**$20.10** (11%)	**$20.10** (0%)	**$20.10** (0%)
Wastewater	**$20.69**	**$22.00** (6.3%)	**$26.40** (20%)	**$27.45** (4%)	**$27.45** (0%)	**$27.54** (0.3%)
Stormwater	**$4.23**	**$4.23** (0%)	**$4.74** (12%)	**$4.78** (0.8%)	**$4.78** (0%)	**$4.78** (0%)
Combined Bill	**$37.24**	**$42.54**	**$49.24**	**$52.33**	**$52.33**	**$52.42**
% Increase	-----	14.2%	15.8%	6.2%	0.0%	0.2%

Impact of Proposed Rates At Different Use Volumes

Table 6 on the next page shows average monthly water usage and the impact of the proposed rates on residential customers. As the chart shows, the largest group of customers (3,100) would see an increase averaging $9.74 or less per month.

Table 6 – 2014 Annual Average Monthly Water Use and Bill



Impact of Implementing Wastewater Rates Based on AWC

In 2014 the Utility Rate Task Force recommended changing the sewer rate structure from a flat fee for residential customers to a volume based fee. In addition, the Task Force proposed changes to simplify the non-residential sewer rate structure, which is already volume based. A volume based rate structure allows customers to be billed more equitably for their contribution to wastewater treatment costs. The new sewer rate structure provides for a fixed Billing Charge, a fixed Readiness to Serve Charge, and a volume charge per 1,000 gallons. The volume charge is based on the average winter consumption (AWC) of water for each account (the average of a customer's usage for December, January, and February of each year). On March 18, 2014 Council approved implementing this rate structure in May 2015 based on AWC readings this winter. Staff notified customers through City mailings in the 4th Quarter of 2014 that the new sewer rate structure would be being implemented in May. Table 7 shows the average winter consumption (AWC) for water usage and the impact of this approach on bills for residential customers.

Table 7 – 2014 Average Winter Consumption Water Use and Sewer Bill

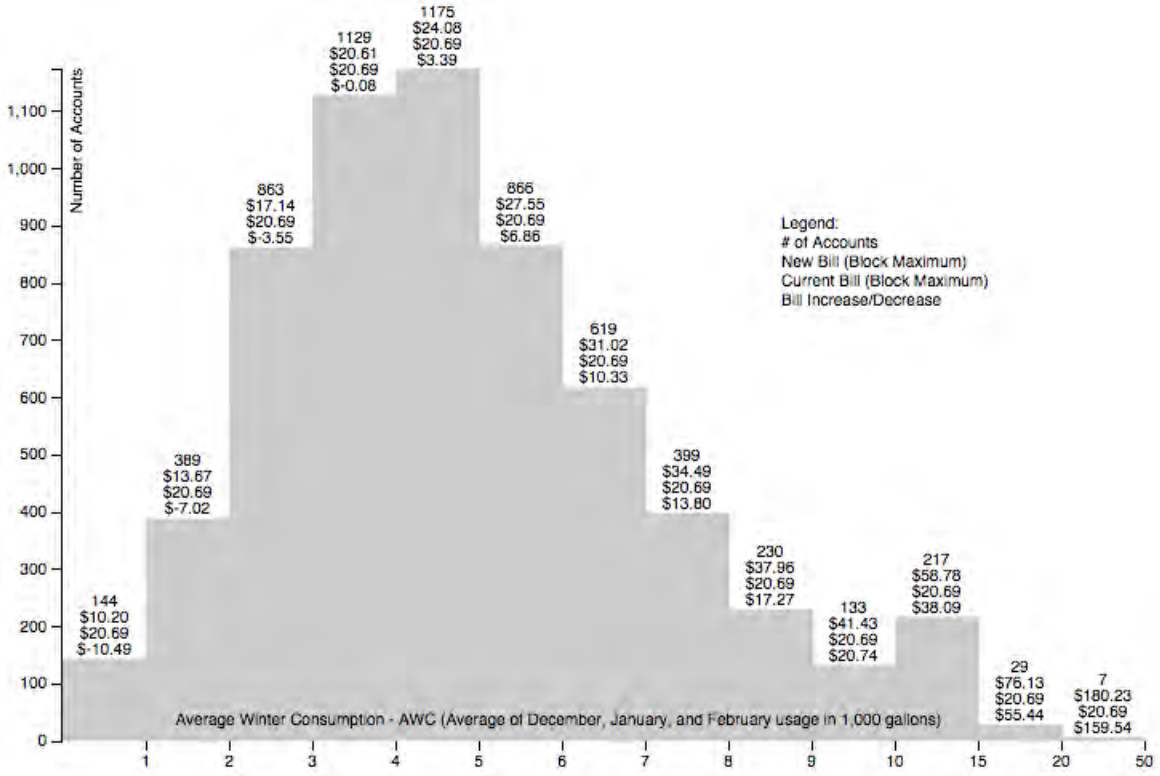


Table 1-9 illustrates the existing sewer rate structure:

Table 1-9 Wastewater Utility Wastewater Rate Structure Alternative 1 - Status Quo 2014 Wastewater Rates			
Description	Residential	Non-Residential	
		May - Sep	Oct - Apr
Monthly Charge, per Monthly Minimum	$20.69	$25.95	$27.87
		Volume Rate, per 1,000 Gallons	
Block 1		$0.00	$0.00
Block 2		1.44	1.54
Block 3		1.48	1.71
Block 4		1.61	1.92
Block 5		1.71	2.06
Block 6		1.92	2.25
Block 7		2.05	2.41
Block 8		2.14	2.66
Block 9		2.32	2.82
Block 10			3.01
		Monthly Usage in Block, 1,000 Gallons	
Block 1		20	15
Block 2		10	5
Block 3		10	10
Block 4		10	10
Block 5		10	10
Block 6		10	10
Block 7		10	10
Block 8		10	10
Block 9		over 90	10
Block 10			over 90

Table 11 illustrates the new proposed sewer rate structure with and without cost of service adjustments.

Table 11 Comparison of 2015 Sewer User Charges		
2015 Sewer User Charges No Modification to Reflect the 2013 Cost of Service Study Results		
Description	**Residential**	**Commercial**
Volume Charge, $ per Kgal	**$4.25**	
Monthly Billing Charge, $ per Bill	1.99	
Monthly Readiness to Serve Charge, $ per Bill	4.74	
Volume Charge, $ per Kgal		**$2.13**
Monthly Billing Charge, $ per Bill		1.99
Monthly Readiness to Serve Charge, $ pper		
3/4"		4.74
1"		8.27
1 1/2"		18.17
2"		32.17
3"		71.87
4"		127.37
6"		186.47
2015 Sewer User Charges Modified to Reflect the 2013 Cost of Service Study Results		
Description	**Residential**	**Commercial**
Volume Charge, $ per Kgal	**$3.47**	
Monthly Billing Charge, $ per Bill	1.99	
Monthly Readiness to Serve Charge, $ per Bill	4.74	
Volume Charge, $ per Kgal		**$3.47**
Monthly Billing Charge, $ per Bill		1.99
Monthly Readiness to Serve Charge, $ pper		
3/4"		4.74
1"		8.27
1 1/2"		18.17
2"		32.17
3"		71.87
4"		127.37
6"		186.47

RECOMMENDATION

Staff recommends adopting Resolution 15, Series 2015, modifying the City's water, wastewater and stormwater utility rates (effective May 1, 2015) as shown in Table 1 (on page 1) to reflect necessary rate increases and cost of service adjustments between customer classes to ensure equitability and sustainability for the Utility Funds. In addition, staff has provided for Council review and comment a draft mailer that will be mailed to all residents once Council approves final rate modifications.

FISCAL IMPACT:
The recommended increases will continue the process of matching Utility revenue with projected expenses for operations and capital improvement needs.

ATTACHMENT(S):
1. Technical memorandum discussing results of utility financial plan updates
2. Draft Rate Information Mailer
3. Proposed Rate Schedule
4. Presentation
5. Resolution

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Centennial, CO 80112

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MEMO

To: Mr. Kurt Kowar, Public Works Director, City of Louisville, CO

From: John Wright, Project Manager, Raftelis Financial Consultants, Inc.

Date: March 3, 2015

Re: Results of the Water, Sewer and Stormwater Utility Financial Plan Updates

This memorandum describes the process used by Raftelis Financial Consultants, Inc. (RFC) to update the above referenced financial plans for the five-year period 2015 - 2019. It summarizes the key financial planning assumptions utilized and the resulting projected utility financial metrics, user charges, and typical customer bill impacts. The full water, sewer and stormwater financial planning models are provided in Appendix A.

Section 1: Summary of User Charge Increases and Typical Customer Bills

Table 1 shows the summary results of the financial plan update for each utility.

Table 1 Summary Results of the Financial Plan Update						
Annual Percentage Increase in User Charges Applied to Customer Bills on May 1st of Each Year						
Utility	**2014**	**2015**	**2016**	**2017**	**2018**	**2019**
Water	-----	0.0%	11.0%	11.0%	0.0%	0.0%
Sewer	-----	27.0%	20.0%	4.0%	0.0%	0.3%
Stormwater	-----	0.0%	12.0%	1.0%	0.0%	0.0%
Utility Bill for a Typical Single Family Residential Customer User Charges Not Modified to Reflect the 2013 COS Study Results (Existing Water Rate Design and New Sewer Rate Design Based on Residential Average Winter Water Consumption)						
Service	**Current**	**2015**	**2016**	**2017**	**2018**	**2019**
Water (0% Increase)	$12.32	$12.32	$13.68	$15.18	$15.18	$15.18
Sewer (22.9% Increase)	20.69	25.43	30.52	31.74	31.74	31.83
Stormwater	4.23	4.23	4.74	4.78	4.78	4.78
Combined Bill	$37.24	$41.98	$48.93	$51.70	$51.70	$51.80
Annual % Increase		12.7%	16.6%	5.7%	0.0%	0.2%
Utility Bill for a Typical Single Family Residential Customer User Charges Modified to Reflect the 2013 COS Study Results (Existing Water Rate Design and New Sewer Rate Design Based on Residential Average Water Winter Consumption)						
Service	**Current**	**2015**	**2016**	**2017**	**2018**	**2019**
Water (32.4% Increase)	$12.32	$16.31	$18.10	$20.10	$20.10	$20.10
Sewer (6.3% Increase)	20.69	22.00	26.40	27.45	27.45	27.54
Stormwater	4.23	4.23	4.74	4.78	4.78	4.78
Combined Bill	$37.24	$42.54	$49.24	$52.33	$52.33	$52.42
Annual % Increase		14.2%	15.8%	6.3%	0.0%	0.2%

Section II: Key Assumptions Used in the Financial Planning Models

Effective Date of May 1st for User Charge Increases: The financial planning models assume that user charge increases will become effective on May 1st of each year. During the months of January - April, each utility will generate revenue based on the previous year's percentage increase in user charges. During the months of May - December, each utility will generate revenue based on the current year's percentage increase in user charges. Table 2 compares the increase in user charges that will be experienced by customers on May 1st of each year to the weighted average percentage increase in revenues projected to be earned by each utility.

Table 2
Annual Percentage User Charge Increases:
User Charges vs. Utility Earnings Under a May 1st Effective Date

Utility	Budget 2015	Forecast 2016	2017	2018	2019
Water Percentage Increases					
User Charge Increase to Customers on May 1st	0.0%	11.0%	11.0%	0.0%	0.0%
Weighted Avg. Annual % Increase in Utility Revenues	0.0%	7.3%	11.0%	3.7%	0.0%
Sewer Percentage Increases					
User Charge Increase to Customers on May 1st	27.0%	20.0%	4.0%	0.0%	0.3%
Weighted Avg. Annual % Increase in Utility Revenues	18.0%	22.3%	9.3%	1.3%	0.2%
Stormwater Percentage Increases					
User Charge Increase to Customers on May 1st	0.0%	12.0%	1.0%	0.0%	0.0%
Weighted Avg. Annual % Increase in Utility Revenues	0.0%	8.0%	4.7%	0.3%	0.0%

Forecast Customer Account Growth: The water, sewer and stormwater financial planning models assume that customer accounts will grow at an annual rate of 1% during the period 2015 - 2019.

Forecast Tap Fee Receipts: The 2015 tap fee receipts reflected in the water and sewer financial plans are based on the City's adopted 2015 budget. The tap fee receipts projected for the period 2016 - 2019 are based on City Finance Department projections. At present, the City does not have a stormwater tap/impact fee. Table 3 shows the forecast tap fee receipts for the water and sewer utilities.

Table 3
Forecast Tap Fee Receipts ($ Thousands)

Utility	Estimated 2014	Budget 2015	Forecast 2016	2017	2018	2019
Water	$2,197	$3,821	$3,327	$3,513	$2,049	$1,814
Sewer	$431	$681	$508	$645	$402	$385

Operations & Maintenance (O&M) Expenses: The 2015 O&M expenses reflected in the water, sewer and stormwater financial planning models are based on the City's adopted 2015 budget. The O&M expenses reflected for the period 2016 - 2019 are based on City Finance Department

projections. Table 4 shows the aggregate annual O&M expenses for each utility during the period 2015 - 2019.

Table 4 Forecast O&M Expenses Used in the Financial Planning Models ($ Thousands)						
	Estimated	Budget	Forecast			
Utility	2014	2015	2016	2017	2018	2019
Water						
Total O&M Expenses	$3,484	$3,700	$3,832	$3,971	$4,120	$4,276
Annual % Increase		6.2%	3.6%	3.6%	3.8%	3.8%
Sewer						
Total O&M Expenses	$1,413	$1,719	$1,779	$1,846	$1,917	$1,991
Annual % Increase		21.7%	3.5%	3.7%	3.8%	3.9%
Stormwater						
Total O&M Expenses	$251	$152	$157	$163	$169	$175
Annual % Increase		-39.5%	3.5%	3.7%	3.7%	3.7%

Capital Improvement Program (CIP) Expenditures: The CIP expenditures reflected in the financial planning models were provided by the City's Public Works Department. These expenditures were estimated using current year dollars without the consideration of future construction cost inflation. As a result, RFC applied an annual 2.5% construction cost inflation factor in the years 2016 - 2019. Table 5 shows the aggregate annual CIP expenditures for each utility before and after inflation adjustments.

Table 5 Forecast CIP Expenditures Used in the Financial Planning Models ($ Thousands)						
	Estimated	Budget	Forecast			
Utility	2014	2015	2016	2017	2018	2019
Water CIP Expenditures						
Before Inflation Adjustment	$5,212	$5,314	$6,971	$1,044	$2,211	$951
After Inflation Adjustment	5,212	5,314	7,146	1,096	2,381	1,050
Total Inflation Adjustment	$0	$0	$174	$53	$170	$99
Sewer CIP Expenditures						
Before Inflation Adjustment	$3,012	$10,994	$14,660	$8,031	$390	$565
After Inflation Adjustment	3,012	10,994	15,027	8,437	420	624
Total Inflation Adjustment	$0	$0	$367	$407	$30	$59
Stormwater CIP Expenditures						
Before Inflation Adjustment	$564	$7,412	$1,185	$110	$110	$110
After Inflation Adjustment	564	7,412	1,215	116	118	121
Total Inflation Adjustment	$0	$0	$30	$6	$8	$11

External Debt Financing to Fund CIP Expenditures: The City finances utility CIP expenditures using a combination of operating revenues generated from the user charges, tap fee receipts from new customer connections, and external debt financing. No water utility-related debt issues are forecast for the period 2015 - 2019. The sewer financial planning model assumes the issuance of revenue bonds in the amount of $25.8 million in early 2015. This debt will be used to fund a required $29.8 million upgrade to the City's sewer treatment plant during the period 2015 - 2017.

The stormwater financial planning model assumes the issuance of revenue bonds in the amount of $7.0 million in early 2015. This debt will be used to fund $7.0 million in Citywide storm drainage outfall improvements during the period 2015 - 2016. Both of these debt issues assume the following terms:

- 20-year repayment term
- 2.25% interest rate
- $0 debt issuance costs
- 50% of total annual debt service paid in the year of issue

Table 6 provides a summary of proposed debt issues and forecast debt service payments for the period 2015 - 2019.

Table 6
Forecast Debt Used in the Financial Planning Models ($ Thousands)

Utility	Estimated 2014	Budget 2015	Forecast 2016	2017	2018	2019
Water Debt Financing						
Proposed Debt Issue	None	None	None	None	None	None
Forecast Debt Service						
Existing Debt	$944	$943	$945	$945	$883	$880
Proposed Debt	0	0	0	0	0	0
Total Debt Service	$944	$943	$945	$945	$883	$880
Sewer Debt Financing						
Proposed Debt Issue	$0	$25,750	$0	$0	$0	$0
Forecast Debt Service						
Existing Debt	$0	$0	$0	$0	$0	$0
Proposed Debt	0	807	1,613	1,613	1,613	1,613
Total Debt Service	0	$807	$1,613	$1,613	$1,613	$1,613
Stormwater Financing						
Proposed Debt Issue	$0	$7,000	$0	$0	$0	$0
Forecast Debt Service						
Existing Debt	$0	$0	$0	$0	$0	$0
Proposed Debt	0	219	438	438	438	438
Total Debt Service	$0	$219	$438	$438	$438	$438

Section III: Summary of Forecast Utility Financial Performance

Table 7 provides a summary of key financial metrics for each utility during the period 2015 - 2019. As noted in this table, the target level of cash reserves for each utility is 120 days or 33% of annual O&M expenses. The target debt service coverage ratio for each utility, including tap fee receipts, is 1.40 times debt service for the water utility and 1.30 times debt service for the sewer and stormwater utilities. The target combined debt service ratio for all utilities, when viewed on a joint basis, is 1.40.

Table 7
Summary of Forecast Utility Financial Performance ($ Thousands)

	Budget	Forecast			
Utility	**2015**	**2016**	**2017**	**2018**	**2019**
Water Financial Performance					
Annual User Charge Increases to Customers on May 1st	0.0%	11.0%	11.0%	0.0%	0.0%
Achieved Debt Service Coverage with Tap Fees	5.07	4.78	5.68	4.58	3.99
Achieved Debt Service Coverage without Tap Fees	1.02	1.26	1.96	2.26	1.93
Target Debt Service Coverage	1.40	1.40	1.40	1.40	1.40
Ending Cash Reserves	$5,385	$1,814	$5,136	$5,915	$7,499
Target Ending Cash Reserves (120 days of annual O&M)	2,716	2,866	3,054	3,125	3,224
Sewer Financial Performance					
Annual User Charge Increases to Customers on May 1st	27.0%	20.0%	4.0%	0.0%	0.0%
Achieved Debt Service Coverage with Tap Fees	2.77	1.69	1.85	1.60	1.54
Achieved Debt Service Coverage without Tap Fees	1.93	1.37	1.46	1.35	1.30
Target Debt Service Coverage	1.30	1.30	1.30	1.30	1.30
Ending Cash Reserves	$23,793	$9,879	$2,820	$3,371	$3,623
Target Ending Cash Reserves (120 days of annual O&M)	902	1,142	1,457	1,641	1,673
Stormwater Financial Performance					
Annual User Charge Increases to Customers on May 1st	0.0%	12.0%	1.0%	0.0%	0.0%
Achieved Debt Service Coverage with Tap Fees	N/A	N/A	N/A	N/A	N/A
Achieved Debt Service Coverage without Tap Fees	2.28	1.28	1.40	1.35	1.35
Target Debt Service Coverage	1.30	1.30	1.30	1.30	1.30
Ending Cash Reserves	$1,814	$720	$781	$816	$848
Target Ending Cash Reserves (120 days of annual O&M)	76	226	251	255	260
Combined Financial Performance					
Achieved Debt Service Coverage with Tap Fees	3.82	2.60	2.99	2.46	2.25
Achieved Debt Service Coverage without Tap Fees	3.13	1.53	1.32	1.61	1.62
Target Debt Service Coverage	1.40	1.40	1.40	1.40	1.40
Ending Cash Reserves	$30,992	$12,413	$8,737	$10,102	$11,970
Target Ending Cash Reserves (120 days of annual O&M)	3,694	4,234	4,763	5,022	5,157

Section IV: Forecast Utility User Charges

As described below, RFC prepared two separate forecasts of user charge increases for the period 2015 - 2019.

Forecast #1: User Charge Forecast with No Modifications to Reflect the 2013 Cost of Service Study: This forecasting scenario features the existing water rate design and the new City Council approved sewer rate design based on average winter water consumption for residential customers. *No modifications* have been made to the user charges associated with these two rate designs in order to reflect the customer class revenue requirement outcomes determined in the 2013 cost of service study prepared by RFC.

Forecast #2: User Charges Modified to Reflect the 2013 Cost of Service Study: This forecasting scenario also features the existing water rate design and the new City Council approved sewer rate design based on average winter water consumption for residential customers. The user charges associated with these two rate designs *have been modified* to reflect the customer class revenue requirement outcomes determined in the 2013 cost of service study. To complete these forecasts, RFC conducted an analysis of the 2013 water and sewer cost of service study models. Based on this analysis, RFC estimates that in order to reflect the cost of service study results, water user charges for single family residential customers must increase by 32.4% and water user charges for non-single family residential customers must decrease by 27.1%. These results are shown in Table 8.

Table 8
Required Adjustments to Water User Charges to Reflect the 2013 Cost of Service Study Results

	2015 Revenue	Adjusted Cost of Service Findings		
Customer Class	**Under Existing User Charges $**	**2015 Adjusted Cost of Service $**	**Revenue Change ($)**	**Revenue Change (%)**
Single Family Residential	2,378,901	3,149,338	770,437	**32.4%**
Non-Single Family Residential	2,838,820	2,068,383	(770,437)	**(27.1%)**
Total City	5,217,721	5,217,721	-	**0.0%**

For sewer customers, RFC estimates that in order to reflect the cost of service study results, user charges for residential customers (single family and multi-family) must decrease by 13.5% and non-residential user charges must increase by 57.4%. These results are shown in Table 9.

Table 9
Required Adjustments to Sewer User Charges to Reflect the 2013 Cost of Service Study Findings

	2015 Revenue	Adjusted Cost of Service Findings		
Customer Class	**Under Existing User Charges $**	**2015 Adjusted Cost of Service $**	**Revenue Change $**	**Revenue Change %**
Residential	1,979,107	1,712,220	(266,887)	**(13.5)%**
Non-Residential	465,290	732,177	266,887	**57.4%**
Total	2,444,397	2,444,397	-	**0.0%**

Comparison of 2015 Water User Charges After Adjustments to Reflect the 2013 COS:
The estimated impact of modifying the City's projected 2015 water user charges to reflect the 2013 cost of service study results is shown in Table 10. As noted previously, this user charge forecast assumes the continued use of the City's existing water rate design. A full comparison of water user charges for the years 2015 - 2019 is presented in Appendix A.

It is important to note that the water rate structure ultimately implemented by the City in 2015 *will not change* the underlying customer class revenue requirements determined in the 2013 cost of service study process. As shown in Table 8, the results of the 2013 cost of service study indicate that in order to recover the true customer class cost of service, water user charges for single family residential customers must increase by 32.4% and water user charges for non-single family residential customers must decrease by 27.1%. Properly designed water and sewer user charges, *regardless of their structure*, are intended to recover the level of revenue necessary to match the customer class revenue requirement developed via the cost of service study process. Thus, any modifications to the water rate design for non-single family residential customers will not alter the fact that single family residential water user charges must produce 32.4% more revenue in 2015.

Table 10
Comparison of 2015 Water User Charges

2015 Water User Charges
No Modification to Reflect the 2013 Cost of Service Study Results

Description	Single Family	Commercial, Irrigation, Multi-Family						
Meter Size	All	3/4-inch	1-inch	1-1/2-inch	2-inch	3-inch	4-inch	6-inch
No. of Multi-family Units			2	3 - 6	7 - 11	12 - 26	27 - 47	48 or more
Monthly Minimum, $	$12.32	$12.32	$24.63	$36.96	$49.20	$98.56	$197.10	$394.24
Usage Charge, $ per Kgal								
1st block	0.00	3.55	3.55	3.55	3.55	3.55	3.55	3.55
2nd block	3.55	8.84	8.84	8.84	8.84	8.84	8.84	8.84
3rd block	8.84	9.55	9.55	9.55	9.55	9.55	9.55	9.55
4th block	9.55	10.20	10.20	10.20	10.20	10.20	10.20	10.20
5th block	10.20	10.88	10.88	10.88	10.88	10.88	10.88	10.88
6th block	10.88							

2015 Water User Charges
Modified to Reflect the 2013 Cost of Service Study Results

Description	Single Family	Commercial, Irrigation, Multi-Family						
Meter Size	All	3/4-inch	1-inch	1-1/2-inch	2-inch	3-inch	4-inch	6-inch
No. of Multi-family Units			2	3 - 6	7 - 11	12 - 26	27 - 47	48 or more
Monthly Minimum, $	$16.31	$8.98	$17.95	$26.93	$35.85	$71.81	$143.61	$287.25
Usage Charge, $ per Kgal								
1st block	0.00	2.59	2.59	2.59	2.59	2.59	2.59	2.59
2nd block	4.70	6.44	6.44	6.44	6.44	6.44	6.44	6.44
3rd block	11.70	6.96	6.96	6.96	6.96	6.96	6.96	6.96
4th block	12.64	7.43	7.43	7.43	7.43	7.43	7.43	7.43
5th block	13.50	7.93	7.93	7.93	7.93	7.93	7.93	7.93
6th block	14.40							

Comparison of 2015 Sewer User Charges After Adjustments to Reflect the 2013 COS:
The estimated impact of modifying the City's projected 2015 sewer user charges to reflect the 2013 cost of service study results is shown in Table 11. As note previously, this user charge

forecast reflects the new City Council approved rate design based on residential average winter water consumption. In contrast, the non-residential sewer user charges shown in Table 11 will be applied to the actual monthly water consumption of nonresidential customers as recorded throughout the year.

As shown in Table 11, without a modification to reflect the 2013 cost of service study results, residential customers must pay a volume charge of $4.25 per thousand gallons while nonresidential customers must pay a volume charge of only $2.13 per thousand gallons. In contrast, when sewer user charges are modified to reflect the 2013 cost of service study results, both residential and nonresidential customers must pay a volume charge of $3.47 per thousand gallons. A full comparison of water user charges for the years 2015 - 2019 is presented in Appendix A.

Table 11 **Comparison of 2015 Sewer User Charges**		
2015 Sewer User Charges **No Modification to Reflect the 2013 Cost of Service Study Results**		
Description	**Residential**	**Commercial**
Volume Charge, $ per Kgal	**$4.25**	
Monthly Billing Charge, $ per Bill	1.99	
Monthly Readiness to Serve Charge, $ per Bill	4.74	
Volume Charge, $ per Kgal		**$2.13**
Monthly Billing Charge, $ per Bill		1.99
Monthly Readiness to Serve Charge, $ pper		
3/4"		4.74
1"		8.27
1 1/2"		18.17
2"		32.17
3"		71.87
4"		127.37
6"		186.47
2015 Sewer User Charges **Modified to Reflect the 2013 Cost of Service Study Results**		
Description	**Residential**	**Commercial**
Volume Charge, $ per Kgal	**$3.47**	
Monthly Billing Charge, $ per Bill	1.99	
Monthly Readiness to Serve Charge, $ per Bill	4.74	
Volume Charge, $ per Kgal		**$3.47**
Monthly Billing Charge, $ per Bill		1.99
Monthly Readiness to Serve Charge, $ pper		
3/4"		4.74
1"		8.27
1 1/2"		18.17
2"		32.17
3"		71.87
4"		127.37
6"		186.47

V. Forecast Bills for a Typical Customer

Table 12 shows the estimated difference in utility bills paid by a typical customer if the City's water and sewer user charges are modified to reflect the 2013 cost of service study results. For purposes of this analysis, a typical customer is assumed to have 5,000 gallons of monthly billed water consumption and thus does not exceed the minimum monthly water allotment of 5,000 gallons provided to single family residential customers. Per the analysis of single family residential bills performed by RFC in the 2013 cost of service study, approximately 46% of cumulative bills and 45% of cumulative consumption take place in the 0 - 5,000 gallon range. A full detail of the monthly and annual customer bill impacts is presented in Appendix A.

Table 12
Utility Bill for a Typical Single Family Residential Customer
Existing Water Rate Design and New Sewer Rate Design Based on Residential Average Winter Water Consumption

User Charges Not Modified to Reflect the 2013 COS Study Results						
Service	**Current**	**2015**	**2016**	**2017**	**2018**	**2019**
Water (0% Increase)	$12.32	$12.32	$13.68	$15.18	$15.18	$15.18
Sewer (22.9% Increase)	20.69	25.43	30.52	31.74	31.74	31.83
Stormwater	4.23	4.23	4.74	4.78	4.78	4.78
Combined Bill	$37.24	$41.98	$48.93	$51.70	$51.70	$51.80
Annual % Increase		12.7%	16.6%	5.7%	0.0%	0.2%

User Charges Modified to Reflect the 2013 COS Study Results						
Service	**Current**	**2015**	**2016**	**2017**	**2018**	**2019**
Water (32.4% Increase)	$12.32	$16.31	$18.10	$20.10	$20.10	$20.10
Sewer (6.3% Increase)	20.69	22.00	26.40	27.45	27.45	27.54
Stormwater	4.23	4.23	4.74	4.78	4.78	4.78
Combined Bill	$37.24	$42.54	$49.24	$52.33	$52.33	$52.42
Annual % Increase		14.2%	15.8%	6.3%	0.0%	0.2%

City of Louisville
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Utility Rate Increases

Water, Wastewater, and Stormwater Rates

The City Council recently approved rate increases for water, wastewater, and stormwater utility service. The new rates are needed primarily to fund a major reconstruction of the City's wastewater treatement plant to comply with new and stricter Federal and State regulations, but also to ensure the City can properly maintain these utility systems, meet all clean water regulations, and provide a sufficient supply of clean water for all Louisville residents and businesses. If you have questions about the rate increases, please contact Kurt Kowar at 303.335.4601 or KurtK@LouisvilleCO.gov.

What Does This Mean for My Utility Bill?

Beginning in May you will see the first increase in your utility bill, followed by projected increases in the following years. The table below reflects the anticipated impact for a residential customer who has an average bill. The impact on your bill may be more or less depending on how much water you use.

Projected Changes to Monthly Utility Bill for a Typical Residential Customer*

Service	2014	2015	2016	2017	2018	2019
Water	$12.32	$16.31	$18.10	$20.10	$20.10	$20.10
Wastewater	$20.69	$22.00	$26.40	$27.45	$27.45	$27.54
Stormwater	$4.23	$4.23	$4.74	$4.78	$4.78	$4.78
Combined Bill	$37.24	$42.54	$49.24	$52.33	$52.33	$52.42
$ Increase		$5.30	$6.70	$3.09	$0.0	$0.09
% Increase		14.2%	15.7%	6.3%	0%	0.2%

This list does not include monthly charges for refuse, recycling, and compost which varies by home based on the sizes of your containers.

What is the Basis for These Increases?

Utility Rate Study

To understand the City's future utility system needs and how best to pay for them, City staff, a consultant with special expertise in this area, and a volunteer Task Force appointed by the City Council completed a Utility Rate Study. This study looked at:

- The City's master plans for the water, wastewater, and stormwater systems. These plans list the utility system components that need repairs or replacement and what it would cost to properly maintain and operate the system.
- What costs different users impose on the utility system (depending on the volume of water and timing--peak period or off-peak--of that use, and the wastewater they create)
- How much money is needed to repair or replace system components and to sustain utility operations
- How to equitably distribute these costs to system users
- How to ensure rates and fees are understandable to customers

Study Results

The Utility Rate Study recommends a **multi-year plan for rate increases** to provide the revenue needed to ensure a safe and reliable utility system that meets current State and Federal regulatory requirements.

Although these increases are significant, Louisville's water rates remain comparable to surrounding communities.

Specific System Improvements

City staff continually work to make sure the City's utility systems stay in compliance with all State and Federal clean water regulations. To remain in compliance with regulations that will be effective in 2018, the City must upgrade the City's wastewater treatment plant. The existing 20-year-old facility will not meet regulations for ammonia limits or nitrogen and phosphorus levels.

As a part of this upgrade the facility's daily capacity will actually be reduced and more sophisticated treatment processes will be installed. The existing capacity was constructed at a time when Louisville anticipated larger population growth. However, the latest population estimates indicate the reduced capacity will be sufficient to meet the City's expected growth over the next 20 years. Reducing the facility capacity will also reduce the cost of this project compared with maintaining the existing system capacity.

Average Winter Consumption
A New Basis for Sewer Rates

Beginning in May of 2015 the City will start a new rate system for wastewater (sewer) charges for residential customers. Currently, the City charges each utility account a flat fee of $20.69 per month for wastewater. Beginning in May, that flat fee will be replaced with the following:

1. Usage charge. This charge will be based on your "average winter consumption" (AWC) of water during the months of December, January, and February. This usage charge is intended to make your bill more accurately reflect the volume of wastewater for your house (and not the water you may use on your lawn and garden).

2. Billing charge - A charge to cover billing and other customer service costs.

3. Readiness to serve charge (per dwelling unit). This charge recovers a portion of the cost of maintaining sewer facilities on standby, even if your account is temporarily inactive.

Convenient Ways to Receive and to Pay Your Utility Bill

There are many different ways you can receive and pay your utility bill. Check out the City's web site (www.LouisvilleCO.gov) for detailed information or contact the billing department at 303.335.4501. You can . . .

Receive your bill:

- *By mail*
- *By email* - This email bill will include information on your usage and the amount due, but it will eliminate excess paper and envelopes for you as well as reduce postage, printing, and labor costs.

Pay your bill:

- *By mail*
- *By phone - 303.666.6565*
- *By electronic funds transfer* - This program allows you to pay your City utility bill directly from your bank account or with a credit/debit card each month on your normal due date without ever having to write a check.

Utility Rate Update
City of Louisville
749 Main Street
Louisville CO 80027

PRESORTED
STANDARD
US POSTAGE PAID
LOUISVILLE CO
PERMIT No. 15

ECR WSS
POSTAL CUSTOMER
LOUISVILLE CO 80027

2014 Current versus 2015 Proposed Utility Rates

2014 Current versus 2015 Proposed Water Rates

Water Usage (1,000 Gallons)	Current Rates	Proposed Rates	Monthly Difference
0	$ 12.32	$ 16.31	$ 3.99
1	$ 12.32	$ 16.31	$ 3.99
2	$ 12.32	$ 16.31	$ 3.99
3	$ 12.32	$ 16.31	$ 3.99
4	$ 12.32	$ 16.31	$ 3.99
5	$ 12.32	$ 16.31	$ 3.99
6	$ 15.87	$ 21.01	$ 5.14
7	$ 19.42	$ 25.71	$ 6.29
8	$ 22.97	$ 30.41	$ 7.44
9	$ 26.52	$ 35.11	$ 8.59
10	$ 30.07	$ 39.81	$ 9.74
11	$ 33.62	$ 44.51	$ 10.89
12	$ 37.17	$ 49.21	$ 12.04
13	$ 40.72	$ 53.91	$ 13.19
14	$ 44.27	$ 58.61	$ 14.34
15	$ 47.82	$ 63.31	$ 15.49
16	$ 51.37	$ 68.01	$ 16.64
17	$ 54.92	$ 72.71	$ 17.79
18	$ 58.47	$ 77.41	$ 18.94
19	$ 62.02	$ 82.11	$ 20.09
20	$ 65.57	$ 86.81	$ 21.24
21	$ 74.41	$ 98.51	$ 24.10
22	$ 83.25	$ 110.21	$ 26.96
23	$ 92.09	$ 121.91	$ 29.82
24	$ 100.93	$ 133.61	$ 32.68
25	$ 109.77	$ 145.31	$ 35.54
26	$ 118.61	$ 157.01	$ 38.40
27	$ 127.45	$ 168.71	$ 41.26
28	$ 136.29	$ 180.41	$ 44.12
29	$ 145.13	$ 192.11	$ 46.98
30	$ 153.97	$ 203.81	$ 49.84
31	$ 163.52	$ 216.45	$ 52.93
32	$ 173.07	$ 229.09	$ 56.02
33	$ 182.62	$ 241.73	$ 59.11
34	$ 192.17	$ 254.37	$ 62.20
35	$ 201.72	$ 267.01	$ 65.29
36	$ 211.27	$ 279.65	$ 68.38
37	$ 220.82	$ 292.29	$ 71.47
38	$ 230.37	$ 304.93	$ 74.56
39	$ 239.92	$ 317.57	$ 77.65
40	$ 249.47	$ 330.21	$ 80.74
41	$ 259.67	$ 343.71	$ 84.04
42	$ 269.87	$ 357.21	$ 87.34
43	$ 280.07	$ 370.71	$ 90.64
44	$ 290.27	$ 384.21	$ 93.94
45	$ 300.47	$ 397.71	$ 97.24
46	$ 310.67	$ 411.21	$ 100.54
47	$ 320.87	$ 424.71	$ 103.84
48	$ 331.07	$ 438.21	$ 107.14
49	$ 341.27	$ 451.71	$ 110.44
50	$ 351.47	$ 465.21	$ 113.74
51	$ 362.35	$ 479.62	$ 117.27
52	$ 373.23	$ 494.03	$ 120.80
53	$ 384.11	$ 508.44	$ 124.33
54	$ 394.99	$ 522.85	$ 127.86
55	$ 405.87	$ 537.26	$ 131.39
56	$ 416.75	$ 551.67	$ 134.92
57	$ 427.63	$ 566.08	$ 138.45
58	$ 438.51	$ 580.49	$ 141.98
59	$ 449.39	$ 594.90	$ 145.51
60	$ 460.27	$ 609.31	$ 149.04

2014 Current versus 2015 Proposed Sewer Rates

AWC * (1,000 Gallons)	Current Rates	Proposed Rates	Monthly Difference
0	$ 20.69	$ 6.73	$ (13.96)
1	$ 20.69	$ 10.20	$ (10.49)
2	$ 20.69	$ 13.67	$ (7.02)
3	$ 20.69	$ 17.14	$ (3.55)
4	$ 20.69	$ 20.61	$ (0.08)
5	$ 20.69	$ 24.08	$ 3.39
6	$ 20.69	$ 27.55	$ 6.86
7	$ 20.69	$ 31.02	$ 10.33
8	$ 20.69	$ 34.49	$ 13.80
9	$ 20.69	$ 37.96	$ 17.27
10	$ 20.69	$ 41.43	$ 20.74
11	$ 20.69	$ 44.90	$ 24.21
12	$ 20.69	$ 48.37	$ 27.68
13	$ 20.69	$ 51.84	$ 31.15
14	$ 20.69	$ 55.31	$ 34.62
15	$ 20.69	$ 58.78	$ 38.09
16	$ 20.69	$ 62.25	$ 41.56
17	$ 20.69	$ 65.72	$ 45.03
18	$ 20.69	$ 69.19	$ 48.50
19	$ 20.69	$ 72.66	$ 51.97
20	$ 20.69	$ 76.13	$ 55.44
21	$ 20.69	$ 79.60	$ 58.91
22	$ 20.69	$ 83.07	$ 62.38
23	$ 20.69	$ 86.54	$ 65.85
24	$ 20.69	$ 90.01	$ 69.32
25	$ 20.69	$ 93.48	$ 72.79
26	$ 20.69	$ 96.95	$ 76.26
27	$ 20.69	$ 100.42	$ 79.73
28	$ 20.69	$ 103.89	$ 83.20
29	$ 20.69	$ 107.36	$ 86.67
30	$ 20.69	$ 110.83	$ 90.14
31	$ 20.69	$ 114.30	$ 93.61
32	$ 20.69	$ 117.77	$ 97.08
33	$ 20.69	$ 121.24	$ 100.55
34	$ 20.69	$ 124.71	$ 104.02
35	$ 20.69	$ 128.18	$ 107.49
36	$ 20.69	$ 131.65	$ 110.96
37	$ 20.69	$ 135.12	$ 114.43
38	$ 20.69	$ 138.59	$ 117.90
39	$ 20.69	$ 142.06	$ 121.37
40	$ 20.69	$ 145.53	$ 124.84
41	$ 20.69	$ 149.00	$ 128.31
42	$ 20.69	$ 152.47	$ 131.78
43	$ 20.69	$ 155.94	$ 135.25
44	$ 20.69	$ 159.41	$ 138.72
45	$ 20.69	$ 162.88	$ 142.19
46	$ 20.69	$ 166.35	$ 145.66
47	$ 20.69	$ 169.82	$ 149.13
48	$ 20.69	$ 173.29	$ 152.60
49	$ 20.69	$ 176.76	$ 156.07
50	$ 20.69	$ 180.23	$ 159.54
51	$ 20.69	$ 183.70	$ 163.01
52	$ 20.69	$ 187.17	$ 166.48
53	$ 20.69	$ 190.64	$ 169.95
54	$ 20.69	$ 194.11	$ 173.42
55	$ 20.69	$ 197.58	$ 176.89
56	$ 20.69	$ 201.05	$ 180.36
57	$ 20.69	$ 204.52	$ 183.83
58	$ 20.69	$ 207.99	$ 187.30
59	$ 20.69	$ 211.46	$ 190.77
60	$ 20.69	$ 214.93	$ 194.24

2014 Current versus 2015 Proposed Storm Rates

Flat	Current Rates	Proposed Rates	Monthly Difference
N/A	$ 4.23	$ 4.74	$ 0.51

2015 Utility Rate Increases
2015 – 2019 Rate Plan Projections

Kurt Kowar
Director of Public Works

2013, 2014, 2015 Impacts

- Increase in project construction costs
- Better loan interest rate and issuance costs
- Timing of project cash flow requirements
- 2013 Flood related impacts
- Updated Tap Fee revenues and projections
- Updated to reflect approved 2015-2019 Operations and Capital Improvements Budget

Recommended Rate Increases

Average Monthly Bill and Rate Increase Impact For Residential Customer						
	2014	2015	2016	2017	2018	2019
Water	$12.32	$16.31	$18.10	$20.10	$20.10	$20.10
Sewer	$20.69	$22.00	$26.40	$27.45	$27.45	$27.54
Storm	$4.23	$4.23	$4.74	$4.78	$4.78	$4.78
Total Bill	$37.24	$42.54	$49.24	$52.33	$52.33	$52.42
$ Change	-	$5.30	$6.70	$3.09	$0.00	$0.09
% Change	-	14.2%	15.7%	6.3%	0.0%	0.2%

2015 Rate Increase Components

- Wastewater (27%) rate increase
- Cost of Service Adjustments for Residential and Non-Residential for Water and Wastewater Rates
- Residential Average Winter Consumption (**AWC**) Sewer Rate Structure.

Comparison of Base Rate Increases vs. Cost of Service Adjustment Increases

Utility Bill for an Average Residential Customer Reflecting the Update Study Results Only						
Service	2014	2015	2016	2017	2018	2019
Water	$12.32	$12.32 (0%)	$13.68 (11%)	$15.18 (11%)	$15.18 (0%)	$15.18 (0%)
Wastewater	$20.69	$25.43 (27%)	$30.52 (20%)	$31.74 (4%)	$31.74 (0%)	$31.83 (0%)
Stormwater	$4.23	$4.23 (0%)	$4.74 (12%)	$4.78 (1%)	$4.78 (0%)	$4.78 (0%)
Combined Bill	$37.24	$41.98	$48.94	$51.70	$51.70	$51.80
% Increase	-----	12.7%	16.6%	5.7%	0.0%	0.2%

Utility Bill for an Average Residential Customer Reflecting Update Study Results AND Cost of Service Adjustments						
Service	2014	2015	2016	2017	2018	2019
Water	$12.32	$16.31 (32%)	$18.10 (11%)	$20.10 (11%)	$20.10 (0%)	$20.10 (0%)
Wastewater	$20.69	$22.00 (6.3%)	$26.40 (20%)	$27.45 (4%)	$27.45 (0%)	$27.54 (0.3%)
Stormwater	$4.23	$4.23 (0%)	$4.74 (12%)	$4.78 (0.8%)	$4.78 (0%)	$4.78 (0%)
Combined Bill	$37.24	$42.54	$49.24	$52.33	$52.33	$52.42
% Increase	-----	14.2%	15.8%	6.2%	0.0%	0.2%

Background: 2013 Study Recommended These Cost of Service Adjustments…

- **Residential** Water increases by 32%.
- **Non-Residential** Water decreases by 27%.

- **Residential** Wastewater decreases by 13%.
- **Non-Residential** Wastewater increases by 57%.

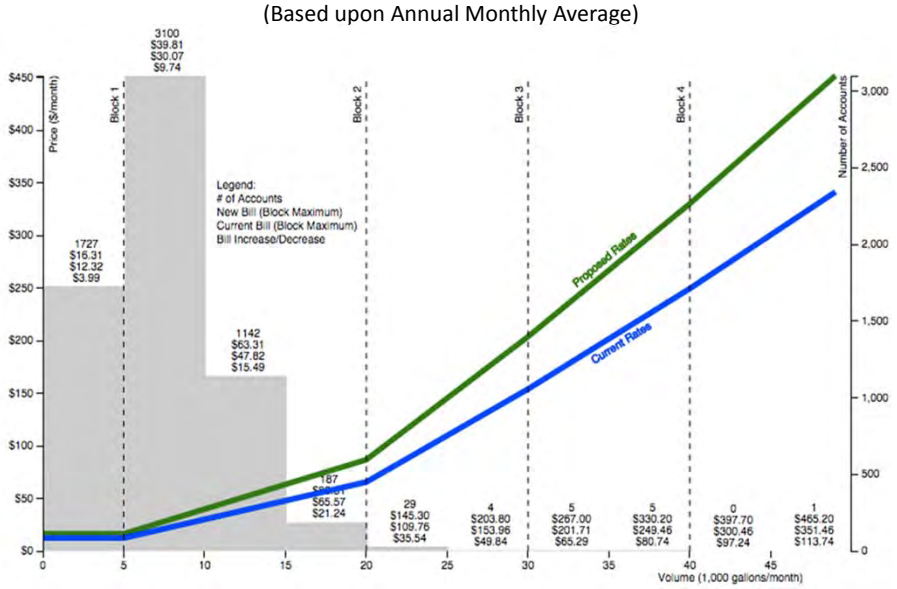
2013 Study vs 2014 Update
Utility Rate Increase Review

Rate Increases from the 2013 Utility Rate Study Compared with the current Update. Red or Green Indicates Change from the 2013 Utility Rate Study

Utility	Proposed Rate Revenue Increase				
	2015	2016	2017	2018	2019
Water	~~2.0%~~ 0%	~~2.0%~~ 11%	~~2.5%~~ 11%	~~2.5%~~ 0%	0%
Wastewater	27.0%	~~8.0%~~ 20%	~~8.0%~~ 4%	~~8.0%~~ 0%	0%
Stormwater	~~30.0%~~ 0%	~~25.0%~~ 12%	~~25.0%~~ 1%	0.0%	0%

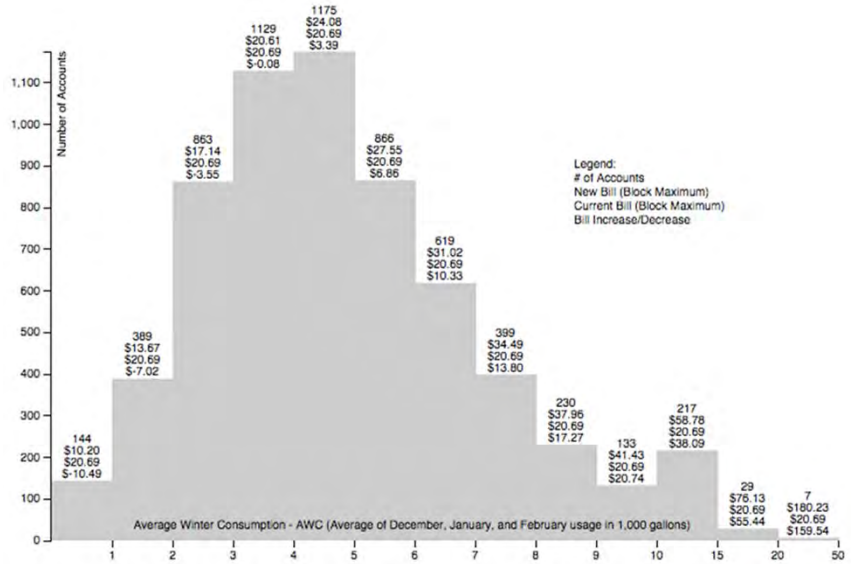
Customer Impacts for Water

(Based upon Annual Monthly Average)



Customer Impacts for Sewer

(Based upon December, January, February 2014 AWC)



Recommended Rate Increases

Average Monthly Bill and Rate Increase Impact For Residential Customer

	2014	2015	2016	2017	2018	2019
Water	$12.32	$16.31	$18.10	$20.10	$20.10	$20.10
Sewer	$20.69	$22.00	$26.40	$27.45	$27.45	$27.54
Storm	$4.23	$4.23	$4.74	$4.78	$4.78	$4.78
Total Bill	$37.24	$42.54	$49.24	$52.33	$52.33	$52.42
$ Change	-	$5.30	$6.70	$3.09	$0.00	$0.09
% Change	-	14.2%	15.7%	6.3%	0.0%	0.2%

RESOLUTION NO. 15
SERIES 2015

A RESOLUTION SETTING CERTAIN WATER, WASTEWATER, STORMWATER AND OTHER FEES, RATES, AND CHARGES FOR THE CITY OF LOUISVILLE, COLORADO

WHEREAS, pursuant to the Louisville Municipal Code, the City Council is authorized to establish certain fees, rates, and charges by resolution; and

WHEREAS, the City Council wishes to establish by this resolution the amounts of certain fees, rates, and charges commencing with the effective date of this resolution.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

SECTION 1. Pursuant to authorization in the Louisville Municipal Code, the Louisville City Council hereby establishes certain water, wastewater, stormwater and other fees, rates, and charges in accordance with the schedules and tables attached and made a part hereof.

SECTION 2. The fees, rates, and charges set by this resolution shall be effective on the date of the resolution, except for the water and wastewater user charges, which will be effective on May 1, 2015, and may thereafter be amended from time to time by resolution of the City Council.

SECTION 3. The fees, rates, and charges set by this resolution shall supersede and replace any fees, rates, or charges previously set or adopted by the City Council for the same purpose. However, the same shall not be deemed to release, extinguish, alter, modify, or change in whole or in part any liability which shall have been previously incurred, and the superseded or replaced provision shall be treated and held as still remaining in force for the purpose of sustaining any judgment, decree, or order.

SECTION 4. I any portion of this resolution is held to be invalid for any reason, such decisions shall not affect the validity of the remaining portions hereof.

PASSED AND ADOPTED this _____ day of _____, 2015.

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Nancy Varra, City Clerk

City of Louisville

WATER RATES

Effective May 1, 2015, water rates for all accounts inside city limits are as follows (outside city limits = double these rates):

MAY 1, 2015 RESIDENTIAL WATER RATES - 3/4" METER

GALLONS	RATE
Zero - 5,000	$16.31 (minimum monthly charge)
5,001 - 20,000	$16.31 for the first 5,000 gallons, plus $4.70 for each additional 1,000 gallons (or fraction thereof)
20,001 - 30,000	$86.81 for the first 20,000 gallons, plus $11.70 for each additional 1,000 gallons (or fraction thereof)
30,001 - 40,000	$203.81 for the first 30,000 gallons, plus $12.64 for each additional 1,000 gallons (or fraction thereof)
40,001 - 50,000	$330.21 for the first 40,000 gallons, plus $13.50 for each additional 1,000 gallons (or fraction thereof)
50,001 and over	$465.21 for the first 50,000 gallons, plus $14.41 for each additional 1,000 gallons (or fraction thereof)

MAY 1, 2015 RESIDENTIAL WATER RATES - 1" METER

GALLONS	RATE
Zero - 5,000	$16.31 (minimum monthly charge)
5,001 - 20,000	$16.31 for the first 5,000 gallons, plus $4.70 for each additional 1,000 gallons (or fraction thereof)
20,001 - 30,000	$86.81 for the first 20,000 gallons, plus $11.70 for each additional 1,000 gallons (or fraction thereof)
30,001 - 40,000	$203.81 for the first 30,000 gallons, plus $12.64 for each additional 1,000 gallons (or fraction thereof)
40,001 - 50,000	$330.21 for the first 40,000 gallons, plus $13.50 for each additional 1,000 gallons (or fraction thereof)
50,001 and over	$465.21 for the first 50,000 gallons, plus $14.41 for each additional 1,000 gallons (or fraction thereof)

MAY 1, 2015 COMMERCIAL, IRRIGATION, AND MULTIFAMILY WATER RATES - 3/4" METER

GALLONS	RATE
Zero - 20,000	$8.98 (minimum monthly charge), plus $2.59 for each 1,000 gallons (or fraction thereof)
20,001 - 30,000	$60.78 for the first 20,000 gallons, plus $6.44 for each additional 1,000 gallons (or fraction thereof)
30,001 - 40,000	$125.18 for the first 30,000 gallons, plus $6.96 for each additional 1,000 gallons (or fraction thereof)
40,001 - 50,000	$194.78 for the first 40,000 gallons, plus $7.44 for each additional 1,000 gallons (or fraction thereof)
50,001 and over	$269.18 for the first 50,000 gallons, plus $7.93 for each additional 1,000 gallons (or fraction thereof)

MAY 1, 2015 COMMERCIAL, IRRIGATION, AND MULTIFAMILY WATER RATES - 1" METER

GALLONS	RATE
Zero - 40,000	$17.96 (minimum monthly charge), plus $2.59 for each 1,000 gallons (or fraction thereof)
40,001 - 60,000	$121.56 for the first 20,000 gallons, plus $6.44 for each additional 1,000 gallons (or fraction thereof)
60,001 - 80,000	$250.36 for the first 30,000 gallons, plus $6.96 for each additional 1,000 gallons (or fraction thereof)
80,001 - 100,000	$389.56 for the first 40,000 gallons, plus $7.44 for each additional 1,000 gallons (or fraction thereof)
100,001 and over	$538.36 for the first 50,000 gallons, plus $7.93 for each additional 1,000 gallons (or fraction thereof)

MAY 1, 2015 COMMERCIAL, IRRIGATION, AND MULTIFAMILY WATER RATES - 1-1/2" METER

GALLONS	RATE
Zero - 80,000	$26.94 (minimum monthly charge), plus $2.59 for each 1,000 gallons (or fraction thereof)
80,001 - 120,000	$234.14 for the first 20,000 gallons, plus $6.44 for each additional 1,000 gallons (or fraction thereof)
120,001 - 160,000	$491.74 for the first 30,000 gallons, plus $6.96 for each additional 1,000 gallons (or fraction thereof)
160,001 - 200,000	$770.14 for the first 40,000 gallons, plus $7.44 for each additional 1,000 gallons (or fraction thereof)
200,001 and over	$1,067.74 for the first 50,000 gallons, plus $7.93 for each additional 1,000 gallons (or fraction thereof)

MAY 1, 2015 COMMERCIAL, IRRIGATION, AND MULTIFAMILY WATER RATES - 2" METER

GALLONS	RATE
Zero - 160,000	$35.87 (minimum monthly charge), plus $2.59 for each 1,000 gallons (or fraction thereof)
160,001 - 240,000	$450.27 for the first 20,000 gallons, plus $6.44 for each additional 1,000 gallons (or fraction thereof)
240,001 - 320,000	$965.47 for the first 30,000 gallons, plus $6.96 for each additional 1,000 gallons (or fraction thereof)
320,001 - 400,000	$1,522.27 for the first 40,000 gallons, plus $7.44 for each additional 1,000 gallons (or fraction thereof)
400,001 and over	$2,117.47 for the first 50,000 gallons, plus $7.93 for each additional 1,000 gallons (or fraction thereof)

MAY 1, 2015 COMMERCIAL, IRRIGATION, AND MULTIFAMILY WATER RATES - 3" METER

GALLONS	RATE
Zero - 320,000	$71.85 (minimum monthly charge), plus $2.59 for each 1,000 gallons (or fraction thereof)
320,001 - 480,000	$900.65 for the first 20,000 gallons, plus $6.44 for each additional 1,000 gallons (or fraction thereof)
480,001 - 640,000	$1,931.05 for the first 30,000 gallons, plus $6.96 for each additional 1,000 gallons (or fraction thereof)
640,001 - 800,000	$3,044.65 for the first 40,000 gallons, plus $7.44 for each additional 1,000 gallons (or fraction thereof)
800,001 and over	$4,235.05 for the first 50,000 gallons, plus $7.93 for each additional 1,000 gallons (or fraction thereof)

MAY 1, 2015 COMMERCIAL, IRRIGATION, AND MULTIFAMILY WATER RATES - 4" METER

GALLONS	RATE
Zero - 640,000	$143.69 (minimum monthly charge), plus $2.59 for each 1,000 gallons (or fraction thereof)
640,001 - 960,000	$1,801.29 for the first 20,000 gallons, plus $6.44 for each additional 1,000 gallons (or fraction thereof)
960,001 - 1,280,000	$3,862.09 for the first 30,000 gallons, plus $6.96 for each additional 1,000 gallons (or fraction thereof)
1,280,001 - 1,600,000	$6,089.29 for the first 40,000 gallons, plus $7.44 for each additional 1,000 gallons (or fraction thereof)
1,600,001 and over	$8,470.09 for the first 50,000 gallons, plus $7.93 for each additional 1,000 gallons (or fraction thereof)

MAY 1, 2015 COMMERCIAL, IRRIGATION, AND MULTIFAMILY WATER RATES - 6" METER

GALLONS	RATE
Zero - 1,280,000	$287.40 (minimum monthly charge), plus $2.59 for each 1,000 gallons (or fraction thereof)
1,280,001 - 1,920,000	$3,602.60 for the first 20,000 gallons, plus $6.44 for each additional 1,000 gallons (or fraction thereof)
1,920,001 - 2,560,000	$7,724.20 for the first 30,000 gallons, plus $6.96 for each additional 1,000 gallons (or fraction thereof)
2,560,001 - 3,200,000	$12,178.60 for the first 40,000 gallons, plus $7.44 for each additional 1,000 gallons (or fraction thereof)
3,200,001 and over	$16,940.20 for the first 50,000 gallons, plus $7.93 for each additional 1,000 gallons (or fraction thereof)

City of Louisville

SEWER RATES

Effective May 1, 2015, water rates for all accounts inside city limits are as follows (outside city limits = double these rates):

MAY 1, 2015 SINGLE FAMILY RESIDENTIAL SEWER RATES

RATE	DESCRIPTION
$3.47	Monthly Volume Charge, $ per 1,000 gallons of Average Winter Consumption (AWC). AWC = (December+January+February)/3
$1.99	Monthly Billing Charge, $ per Bill
$4.74	Monthly Readiness to Serve Charge, $ per Bill

MAY 1, 2015 COMMERCIAL AND MULTIFAMILY SEWER RATES

RATE	DESCRIPTION
$3.47	Monthly Volume Charge, $ per 1,000 gallons
$1.99	Monthly Billing Charge, $ per Bill
	Monthly Readiness to Serve Charge, $ per Bill
$4.74	3/4" Meter
$8.27	1" Meter
$18.17	1-1/2" Meter
$32.17	2" Meter
$71.87	3" Meter
$127.37	4" Meter
$186.47	6" Meter

CITY COUNCIL COMMUNICATION
AGENDA ITEM 8C

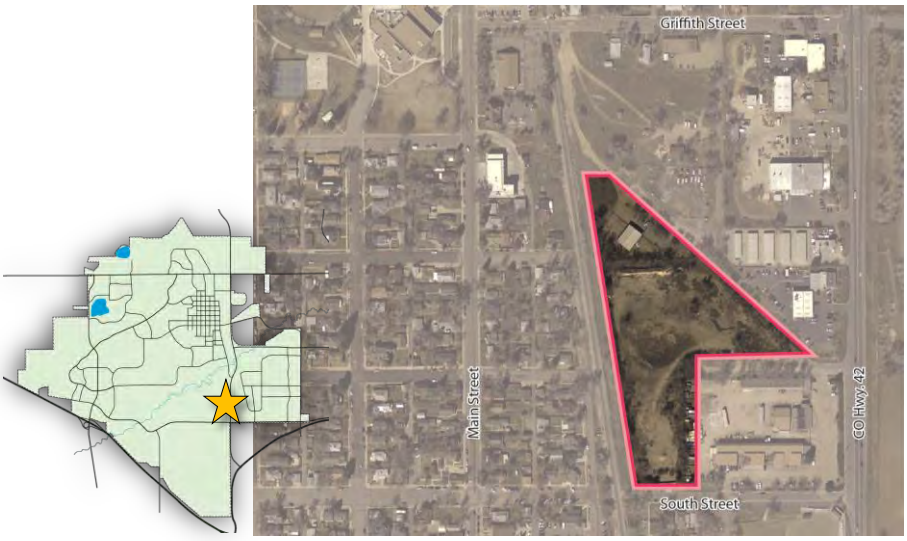
SUBJECT: **DELO PHASE 2 - COMMERCIAL AND MULTI-FAMILY HOUSING PROJECT SOUTH OF LAFAYETTE STREET, WEST OF HIGHWAY 42 AND EAST OF THE BNSF RAILROAD**

1. **RESOLUTION NO. 14, SERIES 2015 – A RESOLUTION APPROVING FINAL SUBDIVISION PLAT, SPECIAL REVIEW USE (SRU) AND A FINAL PLANNED UNIT DEVELOPMENT (PUD) TO DEVELOP PHASE 2 OF A REDEVELOPMENT PROJECT WITHIN THE CORE PROJECT AREA OF THE HWY 42 FRAMEWORK PLAN. THE PROJECT INCLUDES A DIVERSITY OF HOUSING PRODUCTS, CIVIC SPACES, URBAN PLAZAS, STREETSCAPES AND COMMERCIAL OPPORTUNITIES**

2. **ORDINANCE NO. 1682, SERIES 2015 - AN ORDINANCE APPROVING THE VACATION OF PORTIONS OF THE 50-FOOT WIDE UNIMPROVED EAST LAFAYETTE STREET RIGHT – OF - WAY DEDICATED TO THE CITY BY THE PLAT OF INDUSTRIAL AREA SUBDIVISION IN THE CITY OF LOUISVILLE – 2nd Reading – Public Hearing – Advertised Daily Camera 03/08/2015)**

DATE: **MARCH 17, 2015**

PRESENTED BY: **SEAN MCCARTNEY, PRINCIPAL PLANNER - PLANNING AND BUILDING SAFETY DEPARTMENT**



UPDATE

At the March 3, 2015 City Council meeting, Councilmember Stolzman requested further clarification related to Comcast's Letter of Interest and their involvement in the DELO Phase 2 project. Attached is an email, dated Friday March 6, 2015, from Jon Lehmann, Comcast's Director of Government and Regulatory Affairs. The letter states Comcast is drafting a Purchase and Sales Agreement to be presented to DELO in the *"immediate future."* Mr. Lehmann expressed how Comcast has been working with both DELO and the City for the past two years and looks forward to continuing that relationship.

SUMMARY:

DELO, Inc. has submitted a final Plat, final Planned Unit Development (PUD), final Special Review Use (SRU), and right-of-way vacation request to develop Phase 2 of the 14.13 acre Downtown East Louisville (DELO) mixed use redevelopment project. The project is located in the Highway 42 Revitalization District.

The application consists of 5 townhomes, 130 apartments, and 31,066 sf office / restaurant / retail space. The five townhomes are proposed to be added to the approved DELO Phase 1/1a. The remaining apartments and commercial uses are requested to be located in the southern portion of the development, near the proposed South Street Gateway.

The approved DELO Phase 1/1a combined with this Phase 2 request, if approved, would include a total of 190 residential units (60 townhomes and 130 apartments) and 32,066 sf of office / restaurant / retail uses. The total of these final development plans have 54 fewer residential units and 20,066 sf more commercial uses when compared to the approved preliminary PUD. This proposal also reduces the total number of two and three bedroom apartments requested by 63 units and increases the studio and one bedroom apartments by 21 units when compared with the preliminary PUD.

Land Use	Preliminary Plat/PUD	Final Plat/PUD	Change	Notes
Total Res. Units	244	190	- 54	22% decrease
- TH Units	72	60	- 12	17% decrease
- Apt. Units	172	130	- 42	24% decrease
- Studio/1 Bed Apt. units	87	108	+ 21	20% increase
- 2/3 bed Apt. units	85	22	- 63	75% decrease
Commercial	12,000 sf	31,066 sf	+ 20,066 sf	158% increase

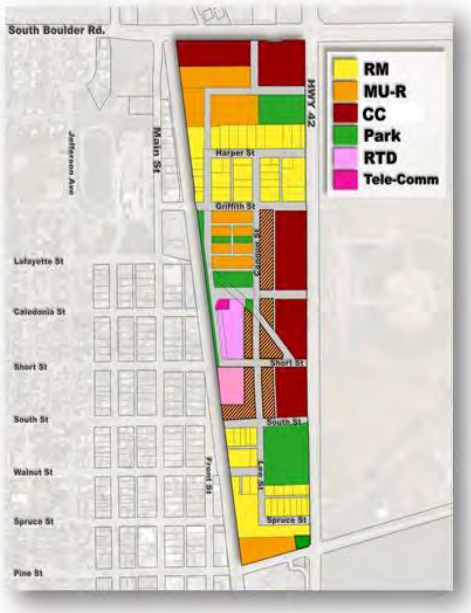
BACKGROUND

Highway 42 Revitalization Area, Highway 42 Framework Plan

DELO represents the initial redevelopment of the "core" of the Highway 42 revitalization area and first use of Section 17.14 of the Louisville Municipal Code (LMC) and its associated mixed use development design standards and guidelines (MUDDSG).

The City developed the Highway 42 Framework Plan in 2003 to define a vision for the area compatible with Downtown Louisville, adjacent neighborhoods, and oriented toward the future RTD investment. The Framework Plan included a requirement to continue Louisville's interconnected traditional street network.

In 2007, the City of Louisville created the Mixed Use Overlay District (Sec. 17.14 of the LMC) and the MUDDSG to provide the regulation tools necessary to guide the character of future development in the area.



DELO Preliminary PLAT, PUD, and SRU
City Council approved a preliminary Plat/PUD/SRU for DELO on August 20, 2013. During the preliminary process, City Council also approved modifications to the adopted Highway 42 Land Use Plan (Exhibit A) and a rezoning request for portions of the property from Industrial (I) to Mixed-Use Residential (MU-R). Specifically, City Council approved:

- **Resolution No. 42, Series 2013** – A resolution approving a Preliminary Subdivision Plat, Preliminary PUD, and a Preliminary SRU, for the Downtown East Louisville (DELO) Development, allowing up to 244 residential units and 12,000 square feet of commercial space.

- **Ordinance No. 1637, Series 2013** – An Ordinance amending Chapter 17.14 of the Louisville Municipal Code, modified the land use plan, incorporated as "Exhibit A", to allow a roadway shift on Cannon Street and a redesign of the central park area and the area identified for an RTD transit facility be changed to MU-R.

- **Ordinance No. 1638, Series 2013** – An Ordinance approving a rezoning of a 14.18-acre parcel of land located at 1125 Short Street, 1330 Cannon Street, 1341 Cannon Street, 1000 Griffith Street, and 1004 Griffith Street from the I zone district MU-R.

DELO Phase 1/1a Final PLAT, PUD, and SRU
City Council approved a Final Plat/PUD/SRU for Phase 1 and 1A of DELO on July 1, 2014. The initial phase included the development of 55 residential townhome units and 1,000 sf of office use to be located on 6.75 acres in an area bounded by Griffith Street to the north, East Lafayette Street to the south, the Burlington Northern Santa Fe (BNSF) rail road to the west and Cannon Street to the east.

REQUEST:
Final Subdivision Plat
The proposed final subdivision plat provides a replat of the subdivision approved with DELO Phase 1/1a. Prior to the DELO subdivision, the property was platted within two previous subdivisions: The Industrial Area and the Caledonia Place Subdivisions. The Caledonia Place Subdivision was approved by City Council in 1890. The Industrial Area Subdivision was approved by City Council in 1959. The majority of property was platted in the Caledonia Place Subdivision. Properties north of Short Street were replatted with the Industrial Area Subdivision.

Blocks
The proposed block layout of the DELO Phase 2 development area complies with the MUDDSG and matches the scale and style established in the street layout of the modified Highway 42 Revitalization Plan's Land use Exhibit A.

Streets and Alleys
All of the streets in the DELO development are intended to serve local traffic and provide low speed interconnections between the future Coal Creek Station, Little Italy and Miners' Field neighborhoods. As such, the streets are narrow and designed to accommodate on-street parking:

> Cannon Street: 60' right of way width: 12' scored concrete walk with landscaping, 7'6" parallel parking, 10'6" drive lane (2), 7'6" parallel parking, 12' score concrete walk with landscaping.
>
> Short Street: 50' right of way width: 5' attached sidewalk, 7' parallel parking, 11' drive lane (2), 7' parallel parking, 5' attached sidewalk.

The street sections proposed have been reviewed and approved by the Public Works Department and the Louisville Fire Protection District.

Access to the development will be provided by Short Street, South Street Cannon Street, and Front Street (a private roadway located in DELO Phase 1/1a).

Sidewalks will be provided on both sides of the streets. Bicycle traffic will be accommodated on-street, as it is in Downtown Louisville and Old Town. Special street design treatments are proposed to create low speed environments. The proposed street designs would ensure lower vehicle travel speeds and provide for a safe on-street environment instead of dedicated bike lanes or separate trails.

Woonerf
DELO Phase 2 completes the formal development of Cannon Street between Griffith Street and South Street. Cannon Street between East Lafayette and South Street is

proposed to be designed as a "Woonerf". Woonerf is a Dutch word that roughly translates as "living-street". The woonerf (pronounced VONE-erf) functions with minimal traffic control devices such as lane dividers, stop signs or curbing. The purpose of the woonerf design is to raise spatial awareness of all users and to create a space which encourages human interactions.

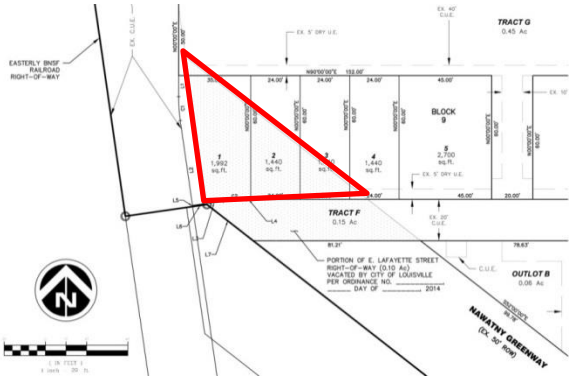
Woonerfs are often built at the same grade as sidewalks without curbs. Cars are limited to speeds that do not disrupt opportunities of other modes of travel (usually below 25 mph). To make this speed natural, woonerfs are set up so cars cannot drive in a straight line for significant distances. Street narrowing, curves, and other traffic calming measures are purposefully designed to refocus the motorist's attention to the immediate surroundings and not "down-street". These design features raise motorist awareness and reduce the design speed of the roadway. However, it is important to note, early methods of traffic calming such as speed humps are avoided in favor of methods which make slower speeds more natural to motorists, rather than an imposition.

Woonerf designs deliberately reduce the vehicle speeds and create a greater sense of uncertainty, making it unclear who has right of way. As a result, all users' awareness is raised, improving safety. Public Works staff has reviewed the proposed design and is comfortable with the woonerf's design features given the anticipated low traffic volumes.

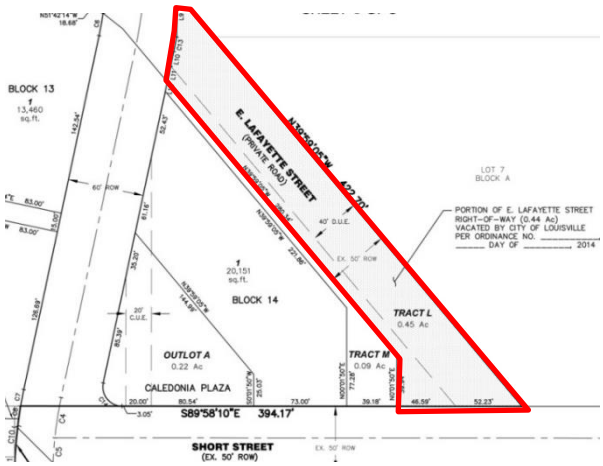
Woonerf in Cherry Creek - Denver, CO

Right-of-way Vacations

The applicant is requesting a small (western most) portion of East Lafayette Street be vacated to "complete" the southernmost residential block in Phase 1. This vacation, if approved, would allow the construction of four townhome units. Staff is supportive of this vacation request to complete the residential block and adhere to the Land Use Map Exhibit A in the Highway 42 revitalization Plan. The underground 60" storm sewer was rerouted out of this right-of-way as part of the public improvements in DELO Phase 1.



East Lafayette Street (east of Cannon Street) is proposed to be vacated and developed for parking and private access. A 40' utility easement, if vacated, would be placed over the existing 60" storm sewer. If Council approves this vacation request, required access would be on Short Street and the extension of Cannon Street. The utility easement ensures municipal access for maintenance of the storm sewer.



Public Land Dedication

It has been staff's past practice to recommend City Council waive the land dedication requirements identified in Section 16.16.060 of the LMC for projects that have been previously platted in the City.

Two public open space areas would be dedicated in this PUD: Nawatny Greenway (Outlot B, Outlot C and westerly portion of East Lafayette Street) and Caledonia Plaza (Outlot A). Both open space areas would be dedicated to the City. The developer would be responsible for the maintenance (clean up and mowing) while the City would be responsible for the upkeep (repair and replacement) and water.

Nawatny Greenway

Caledonia Plaza

FINAL PUD DEVELOPMENT PLAN

Land Use

The MU-R district requires a minimum mixture of two different land uses for the developments on property larger than five acres in size. The proposed development is requesting three land uses: residential, commercial and office. The proposed land uses comply with the LMC Chapter 17.14. Section 17.14.060 of the LMC defines a minimum residential density of 12 units per acre and a maximum density of 20 units per acre in the MU-R district. The applicant is requesting a density of 13 units per acre. Specifically, the applicant is requesting:

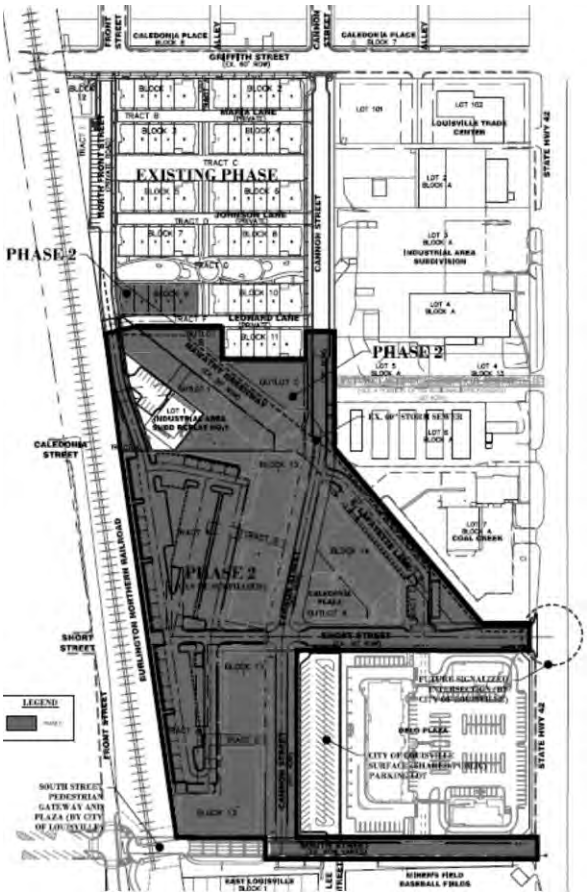
	Use(s)	# of DU's	Height	Parking Provided/Required	Ratio per unit
Phase 1 / 1A	Residential - Townhomes	55	Min: 1 stories/35' Max: 3 stories/45'	159/131	2.65
Phase 2 – Residential	Townhomes	5	Min: 1 stories/35' Max: 3 stories/45'	159/131	2.65
	Apartments	130	Min: 2 stories/35' Max: 3 stories/45'	283/171	2.18
Phase 2 – Commercial	Restaurant, Retail, Office	31,066 SF	Min: 1 stories/16'* Max: 3 stories/45'		

* *the 1 story component of the commercial building requires a waiver; 2 story is the minimum height allowed.*

Site Design
DELO, if approved, provides the following site design features:

Residential Dwellings fronting Streets - The proposed buildings face the right-of-way and are set along the back of sidewalks. Primary doors would open toward the street, allowing stoops along the sidewalks and balconies facing the right-of-way. This design contributes to an active street and complies with Crime Prevention through Environmental Design (CPTED) principles ("eyes on the street") and shared spaces best practices promoted in the MUDDSG.

Residential Dwellings facing Open Space - The proposed development also provides eyes on the proposed open space areas by allowing buildings to front public spaces. Block 14 has a building fronting Caldeonia Plaza and Block 13 has a building adjacent to Nawatny open space. The townhomes in Phase 1/1a also provide eyes on the Nawatny open space.



Pedestrian Access – The proposed development is intended to create a positive pedestrian experience through a series of human scaled connections, public access points, pedestrian oriented architecture and walkable streets.

Transition to existing Residential Development - The proposed building facing South Street complies with transition requirements in Section 8 the MUDDSG, specifically:

- Buildings and structures in the MU-R, or CC zoned properties shall be setback from the street ten feet when facing RM zone district.
- Building Heights within 50 feet from the edge of the street right-of-way facing the RM zone district shall not exceed thirty five feet.

Transportation
The applicant provided a Traffic Impact Analysis (TIS) during the Preliminary PUD. The analysis showed the traffic generated would not adversely affect the surrounding roads.

Highway 42 would continue to operate at a peak hour Level of Service (LOS) E, its current LOS, through the year 2035.

Staff requested the applicant provide an updated TIS for the final PUD because the proposed development program increased the commercial sf by 20,000 sf. The new analysis indicated the traffic on Hwy. 42 would continue to operate at the existing LOS. However, side street traffic would be expected to experience increased delays until the proposed signal at Short Street is installed per the Hwy. 42 recommendations.

Public Art
Three locations are proposed to be set aside for the City to place public art. Sheet 30 of 34 provides a site detail showing where potential "future" public art could be located.

Bulk and Dimension Standards
DELO Phase 2 complies with the bulk and dimension standards established in the MUDDSG except those highlighted below:

Phase 2	**Required**	**Proposed**
Min. Lot Width	40'	40'
Min. Lot Coverage	40%	40%
Min. Landscape Coverage	10%	10%
Max. Footprint	10,000 SF	15,000 SF
Max. Length along street	200'	200'
Min. % of street frontage	70%	70%
Building setbacks		
Min. & max. street setback (principal use)	Max: 10' Minimum: 0'	Max: 10' Minimum: 0'
Min. side yard setback (principal and accessory uses)	0'	0'
Min. rear yard setback (principal uses)	20'	20'
Min. rear yard setback (accessory uses)	5' (lane)	0' (lane)
Maximum Building Height		
Principal Uses	Min: 2 stories/35' Max: 3 stories/45'	Min: *1 story/16'* Max: 3 stories/45'
Accessory Uses	20'	20'

X – Requires waivers for the apartments.
X – Requires waivers for the commercial/office building.
X – Requires a Special Review Use (SRU)

WAIVERS
The applicant requests the following five waivers to the LMC.

Waiver	Requirement	Request	Location
Street sections	Suburban	Shared Spaces/walkable	Phase 2
Min. Building Height	2 Stories/35'	1 Story/16'	Building D, Block 13
Min. Rear Setback – Accessory Structures	20'	0'	Phase 2
Indoor Eating & Drinking Establishments	Gross Floor Area: 5,000 SF	Gross Floor Area: 6,000 SF	Phase 2
Signs	-No roof mounted -No monument signs in MU-R	-Roof mounted -Monument sign in MU-R	-Building D, Block 13 -Block 14

Street Sections
Section 16.16.030.O.1 of the LMC requires a collector roadway right-of-way width of 60-feet and a curb to curb width of 38-feet. The applicant proposes a right-of-way width of 60-feet for Cannon Street, but requests a curb to curb reduction from 38-feet to 34-feet. The applicant proposes a more walkable street design than the standard Louisville street design required by the LMC. Having narrower street sections will provide the following pedestrian safety improvements:

- Reduced speeds,
- Increased pedestrian and bicycle visibility, and
- Reduced pedestrian crossing distances.

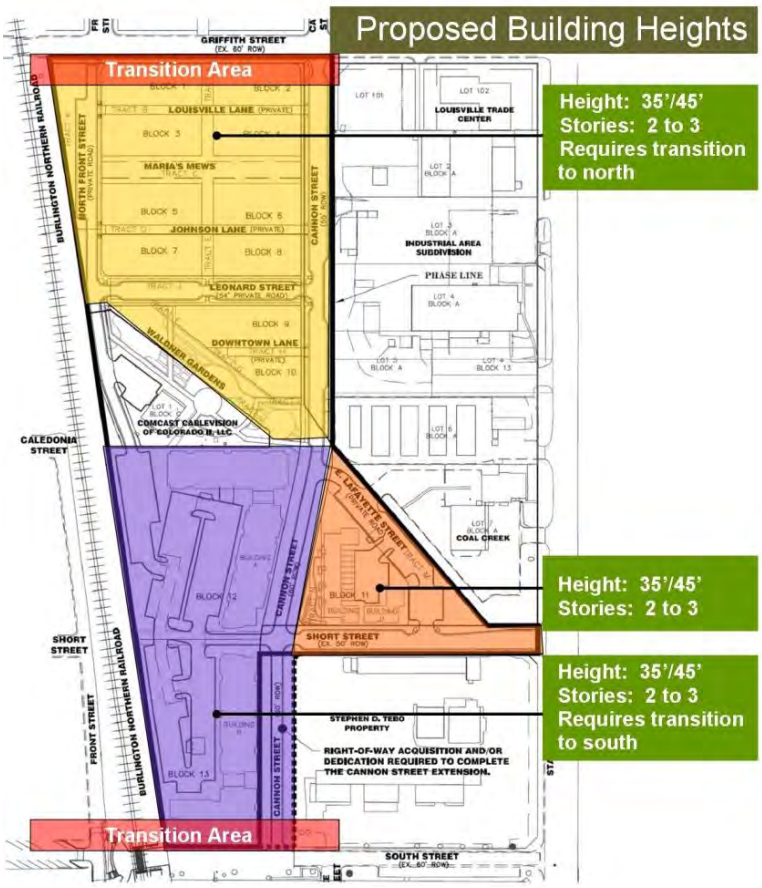
The slower traffic and lower vehicle noise on narrow streets also contribute to higher on-street parking utilization, improved likelihood of ground floor land uses opening their door and windows to the street, and raise the likelihood of pedestrians and bicyclists using the street.

The applicant proposes on-street parking, but the area for parking would narrow from 8-feet wide (standard) to 7'6"-feet wide. The proposed travel lane would also be reduced in width from 11-feet (standard) to a 10'6"-foot travel lane. These widths conform to American Association of Highway and Transportation Officials (AASHTO) guidelines, but are not incorporated into the City of Louisville current street standards. The City Council has granted waivers for a 34-foot curb-to-curb width for the Lanterns PUD as well as Elm Street in Downtown Louisville. The Public Works Department and Louisville Fire Protection District have reviewed and support the request.

Minimum Building Height

Section 17.14.060 of the LMC requires a minimum building height of 35 feet and two stories, while allowing a maximum height of 45 feet and three stories in the MU-R district. The proposed development complies with the height and story requirements established in the MUDDSG except for a waiver request for the commercial building (Building D) located in Block 13. The applicant requests a waiver to allow a minimum building height of one (1) story and 16' for a portion of the commercial building (Building D) located at the southern portion of Block 13.

Section 8 of the MUDDSG requires a transition of height for any development abutting the Residential Medium (RM) zone district. The code states *"within 50 feet from the edge of the street right-of-way, the average height of a building shall not exceed 35 feet."* The applicant's proposal complies with the transition height requirements.



Rear Yard Setback

The applicant requests a waiver to the 20' rear yard setback requirement in the MUDDSG. The intent of the 20' rear yard setback is primarily for developments having a retail component on the ground floor to allow for surface parking located behind the building along the alley. The applicant requests this waiver because they want to locate covered parking along the western boundary of the surface parking lot in Block 13.

Staff does not believe a 20' rear yard setback is necessary in this instance because the applicant proposes to provide covered parking with the waiver. This would be similar to the Old Town Overlay, which allows zero setbacks for garages along alleys.

Signs
Signs in the MUDDSG area are governed by either the Commercial Development Design Standards and Guidelines (CDDSG) or the Downtown Sign Manual. If the properties are located along or face Hwy 42, then the CDDSG is required. Signs for development on internal streets are governed by the Downtown Sign Manual.

The applicant requests waivers for two proposed signs: a roof mounted sign to be located on Building D, Block 13, and a monument sign to be located in Block 14.

> Roof Mounted Sign – Building D, in Block 13 would be commercial building on Cannon Street. Signs along Cannon are regulated by the Downtown Sign Manual. The Downtown Sign Manual does not allow signs above the roof line of a building. The applicant requests a roof mounted sign on the single story structure above the proposed restaurant space. The applicant requests a roof mounted sign in hopes of creating an iconic sign structure similar to the Empire sign in Downtown Louisville. Staff supports the request to establish an iconic element for this development.
>
> Monument Sign – The applicant requests a monument sign be placed next to the parking lot, adjacent to Short Street, on Block 14. Because this block is not located facing Hwy 42, it must use the Downtown Sign Manual. The Downtown Sign Manual does not permit monument signs. The applicant requests the monument sign as a gateway sign to the subdivision. Staff believes this property is close enough to Hwy 42 and the applicant should be allowed to use the CDDSG as the regulatory document. The proposed monument sign complies with the standards established in the CDDSG.

Parking
Phase 2 would provide an overall parking ratio of 2.25 spaces / unit, exceeding the MUDDSG required 2.0 spaces / unit. Parking would be provided off-street (both covered and not), and on-street (which counts towards commercial and residential visitor allowances). The off-street surface lots are located to the rear of buildings. The proposed bicycle parking is not counted in the overall parking ratio.

Architecture and Building Design
The MUDDSG is fairly specific on architectural and building design standards (Section 9). According to the MUDDSG, the standards are intended to *"promote high-quality building, streetscape, and open area design and construction that will give the MU-R and CC Zone Districts an identifiable character and unique physical image."*

The intent is also to *"create the appearance of development that occurred over a period of time, architectural features of new developments, including rooflines, materials, colors, door and window patterns, and decorative elements, should vary in form and style."* Although the requirement of architecture which creates *"development that occurred over a period of time"* is difficult to attain in an apartment complex, the buildings are designed to be more modern than the adjacent single family homes and industrial buildings. Therefore they do appear they have been developed over time compared to the immediate area.

During the preliminary PUD process the applicant was preliminarily granted a special review use that removed the ground floor retail requirement in the MU-R zone district. A condition of the approval required the applicant to demonstrate that the proposed architectural design elements for ground floor residential in the MU-R district capture the essence of the requirements established in the MUDDSG. The special review use section of this report, following the PUD section, addresses how the architectural elements on the ground floor comply with these SRU conditions.

The applicant requests allowing architectural projections into privately owned tracts (see footnote #4 on sheets 5 and 6). The extensions are needed to provide for flexibility in architecture, allowing for extensions that would provide visual relief on the façade. If approved, staff recommends requiring footnote #4 specify which tracts would be affected.

SPECIAL REVIEW USE

The applicant requests ground floor residential uses along portions of Cannon Street and building footprints in excess of 10,000sf.. Section 17.14.050 of the LMC identifies ground floor residential along Cannon Street in the MU-R zone district as a Special Review Use (SRU). Section 17.14.060 of the LMC identifies buildings in the MU-R district with footprints in excess of 10,000 sf permitted as an SRU.

The purpose of an SRU is to create performance standards that requested land uses must retain in order to remain compatible with the surrounding neighborhood. The intent of the ground floor retail requirement along Cannon Street in the MUDDSG is to boost the economic performance of the district and create an activated architectural ground floor and street experience to ensure a high quality pedestrian environment. Similarly, the maximum building footprint of 10,000 sf in the MU-R ensures buildings would not dwarf the expected residential character of the MU-R.

Ground Floor Retail

Since adopting the ground floor retail requirement in the MUDDSG, many people have questioned the viability of ground floor retail along a secondary street such as Cannon Street. The Louisville Revitalization Commission (LRC) facilitated a number of forums focusing on the potential retail performance of ground floor retail on Cannon Street and

whether this ground floor requirement creates a liability for the district that limits investment in the area. During the forums participants noted that Cannon Street is not expected to carry adequate volume of traffic necessary to support ground floor retail.

While the questionable viability of ground floor retail on Cannon Street provides grounds for granting an SRU, exclusive residential architecture introduces a number of design challenges that must be addressed to ensure a high quality pedestrian experience. If not properly designed, residential architecture (unlike retail) could "turn its back" to the street and remove many important architectural features that are necessary to ensure a high quality pedestrian experience, such as operable doors and windows, building entries, and higher quality ground floor architectural details.

The Preliminary PUD and SRU approved the ground floor residential along Cannon Street if the following design conditions were demonstrated in the final PUD. Staff's analysis of the applicant's designs is highlighted in **bold**.

Preliminary PUD and SRU Condition of Approval
The Applicant shall demonstrate the following architectural details for the residential buildings along Cannon Street at Final PUD:

<u>Horizontal Variation</u>

1. Vary the horizontal plane of a building to provide visual interest and enrich the pedestrian experience, while contributing to the quality and definition of the street wall. **The applicant has addressed this condition by proposing material changes, front porches, windows patios and planter boxes on the first floor level – all of which would enrich the pedestrian experience.**

2. Horizontal variation should be of an appropriate scale and reflect changes in the building function, structure, and materials. **The applicant proposes architecture with appropriate scale that includes pedestrian level building functions, structure and materials.**

3. Avoid extensive blank walls that would detract from the experience and appearance of an active streetscape. All elevations provide windows, varied materials, varied colors, varied roof lines and vertical landscaping – all of which provide an active streetscape. **The applicant proposes a four sided architectural product with varied materials, bump outs, step backs and varied rooflines.**

4. Provide well-marked public and private entrances to cue access and use through compatible architectural and graphic treatments. **The applicant has designed all public and private entrances with compatible architectural and graphic treatments to cue access.**

5. Provide operable doors and windows on the ground floor street front of buildings. Section 9.3.B.1 of the MUDDSG requires "thirty-five (35%) of the total wall area of each street-facing ground floor building façade shall be comprised of pedestrian entrances (doors), windows, and/or vehicle entry drives." **The applicant proposes approximately 56% of the total wall area on each street facing unit would be openings.**

6. Main residential building entrances should read differently from retail storefronts, restaurants, and commercial entrances. **The proposed architecture for Building D, the commercial building, is very different from the residential structures.**

<u>Vertical Variation</u>

1. Employ a different architectural treatment on the ground floor façade than on the upper floors, and feature high quality materials that add scale, texture and variety at the pedestrian level. **Although the proposed elevations provide architectural continuity throughout, the proposed elevations do employ bump outs, step backs and varied materials to differentiate the ground floor façade from the upper floors. The first floors are much taller than the other floors with different window sizes, and a different material treatment than the upper floors.**

2. Vertically articulate the street wall façade, establishing different treatment for the building's base and upper floors. **For the reasons stated above, staff believes this request has been met.**

3. Use balconies, fenestration, or other elements to create an interesting pattern of projections and recesses. **The proposed elevations use extending eaves, balconies, porches and awnings to create and interesting pattern of projections and recesses.**

4. Provide an identifiable break between the building's ground floors and upper floors. This break shall include a change in material, change in fenestration pattern or

similar means. **The proposed elevations use varied materials and height to provide an identifiable break.**

5. Provide more fenestration on the ground floor than upper floors. **The proposed elevations, especially at the building entrances, provide more fenestration on the ground floor than upper floors.**

Maximum Building Footprint
Section 17.14.060 of the LMC limits building footprints in the MU-R to a maximum of 10,000 sf. Buildings with footprints in excess of 10,000 sf in the MU-R require an SRU. In reviewing the request, Building D is proposed to be located on the corner of Cannon Street and South Street. Building D, as stated earlier, is proposed to have a varied roof line, with one portion being 1-story in height (16-feet).

Staff believes the building footprint request of 15,000 sf works in the corner location as no single view from a street would present a building footprint experience in excess of the other buildings proposed in the development.

Special Review Use Criteria
Louisville Municipal Code § 17.40.100.A lists five criteria to be considered by the Planning Commission and City Council in reviewing a Special Review Use application, which follow. The City Council may place conditions on its approval, if Council believes those are necessary to comply with all of the criteria.

1. *That the proposed use / development is consistent in all respects with the spirit and intent of the comprehensive plan and of this chapter, and that it would not be contrary to the general welfare and economic prosperity of the city or the immediate neighborhood;*

Exhibit A, which designates the land use framework for the MUDDSG, originally required ground floor retail along Cannon and South Street. In 2012 the City Council authorized a modification to the MUDDSG to permit ground floor residential along Cannon and South Street as an SRU. The 2013 Comprehensive Plan reflects the land use framework as it was established in the MUDDSG and updated in Exhibit A.

The corner location of the building along with the proposed architectural treatments will not detract from the mixed use residential character of the MU-R. Both requests are consistent with the spirit and intent of the comprehensive plan.

Staff believes the criterion is met for both requests with the final design of the PUD.

2. *That such use / development will lend economic stability, compatible with the character of any surrounding established areas;*

The proposed Building D provides 31,066 sf of commercial office and restaurant uses. The expanded building and proposed land uses will lend to the economic vitality of the neighborhood and City.

The proposed ground floor residential use also lends economic stability to the surrounding established area as future residents will become consumers of the restaurants and specialty retail businesses found in Downtown Louisville. This area will be within walking distance of downtown via the adjacent South Street Gateway. Future residents will likely be walking to Downtown, not driving, adding to the vitality of downtown without adding parking impacts. Staff believes the criterion is met for both requests with the final design of the PUD.

3. *That the use / development is adequate for the internal efficiency of the proposal, considering the functions of residents, recreation, public access, safety and such factors including storm drainage facilities, sewage and water facilities, grades, dust control and such factors directly related to public health and convenience;*

The proposed final design provides appropriate internal efficiency consistent with the requirements of the MUDDSG. Staff believes the criterion is met for both requests with the final design of the PUD.

4. *That external effects of the proposal are controlled, considering compatibility of land use; movement or congestion of traffic; services, including arrangement of signs and lighting devices as to prevent the occurrence of nuisances; landscaping and other similar features to prevent the littering or accumulation of trash, together with other factors deemed to affect public health, welfare, safety and convenience;*

The Final PUD adequately controls the external effects of the proposed ground floor residential on Cannon Street consistent with the requirements of the MUDDSG. Staff believes the criterion is met for both requests the final design of the PUD.

5. *That an adequate amount and proper location of pedestrian walks, malls and landscaped spaces to prevent pedestrian use of vehicular ways and parking spaces and to separate pedestrian walks, malls and public transportation loading places from general vehicular circulation facilities.*

The final PUD development adequately promotes the proper location of pedestrian walks, malls and landscaped spaces. Staff believes this criterion is met for both criteria with the location of the building and the architectural conditions stated above.

COMCAST PROPERTY

The Comcast property is centrally located in the DELO development and operates as a cable and telecommunications hub for the region. The attached Letter of Interest (LOI)

between Comcast the applicant shows the interest Comcast has in selling a portion of their property for the development of this project. They will be retaining a portion of the property for building, while the remainder of the property will be developed as part of the Nawatny Greenway and the extension of North Front Street.

REFERRAL COMMENTS

Boulder Valley School District (BVSD)

The Boulder Valley School District (BVSD) was a referral for this development. A letter from BVSD dated January 20, 2015 states this development proposes "a student impact of 13 students on the Louisville Elementary, 4 students on Louisville Middle School and 5 students on Monarch High School feeder system." The letter goes on to state "When considering DELO Phase 2 FDP, all other development activity in Louisville and resident enrollment growth within the attendance areas of Louisville schools, Louisville Middle and Monarch High are able to accommodate projected growth. Louisville Elementary, however, is likely to exceed its program capacity within 5 years should growth within the existing housing stock of central Louisville continue at its current pace. Elementary capacity in Louisville as a whole, however, is ample to accommodate continued enrollment growth."

Louisville Revitalization Commission (LRC)

The LRC was referral on this project because they are in charge of implementing the Urban Renewal Plan approved to remove impediments to the redevelopment of the Highway 42 Revitalization Area. The LRC supports this project and is currently working with the owners to determine the specifics for the new public infrastructure.

Louisville Fire Protection District (LFPD)

The LFPD has reviewed the submittal, worked with the developer on turning templates, and concluded the final development satisfies the District's requirements.

PLANNING COMMISSION ACTION:

The Planning Commission held a public hearing on February 12, 2015 to consider the applicant's proposal. The Commission passed a resolution recommending approval of the SRU, final plat, and final PUD by a 6-0 vote.

The majority of the conversation was positive. The primary questions were about:

- The amount of parking
- Lighting of the roof mounted sign
- Materials used for the woonerf
- The final design of the Nawatny Greenway if drainage is off site

In summary, the Planning Commission concluded this will be a high-quality project and supported the development. There were no public comments presented at the meeting.

FISCAL IMPACT:

The applicant submitted a fiscal impact study based on the City's fiscal model during the Preliminary Plat and PUD review. The study concludes, *"the DELO development will result in $261,428 in on-going annual revenue to the City and to generate $308,112 on-going annual expenditures. The result is a net fiscal on-going operations balance of negative $46,684 annually. The fiscal study demonstrates an annual recurring revenue stream of $84,413 from sales tax revenue that is dedicated to capital projects, open space, and historic preservation. The total net on-going fiscal balance would be positive by $37,729. The proposed development would have a net negative capital impact based on the model factors. The development would impose $2,539,568 upon the City in demand for new capital investments. The project is estimated to generate $2,290,633 in one-time revenue. The net fiscal balance provides a one-time capital negative impact of $248,936."*

The preliminary PUD included a development program of 244 residential units and 12,000 sf of commercial development. The final PUD program yields only 190 residential units and 31,066 sf of commercial development. Staff was not able to complete an updated financial impact analysis in time for this review. However, because the final PUD has 54 fewer residential units and 19,066 SF more commercial development, the final PUD, if approved would provide a more positive fiscal impact than the program approved with the preliminary PUD.

RECOMMENDATION:
Staff recommends City Council approve Ordinance No. 1682, Series 2015. Staff has determined the waivers are appropriate under LMC Section 17.14.090 to allow for an effective development given the location and surrounding land uses.

ATTACHMENTS:
1. Resolution No. 14, Series 2015
2. Ordinance No. 1682, Series 2015
3. Application documents – Land Use Application, Letter of Intent, etc.
4. Final Plat
5. Link to Final PUD
6. BVSD Referral Letter
7. Fire District Referral Letter
8. Letter of Interest – Comcast
9. Trip Generation Comparison
10. Planning Commission Minutes 02/12/2015
11. PowerPoint
12. Email from Jon Lehmann, Director of Government and Regulatory Affairs, Comcast

RESOLUTION NO. 14
SERIES 2015

A RESOLUTION APPROVING A FINAL SUBDIVISION PLAT, SPECIAL REVIEW USE (SRU) AND A FINAL PLANNED UNIT DEVELOPMENT (PUD) TO DEVELOP PHASE 2 OF A REDEVELOPMENT PROJECT WITHIN THE CORE PROJECT AREA OF THE HWY 42 FRAMEWORK PLAN. THE PROJECT INCLUDES A DIVERSITY OF HOUSING PRODUCTS, CIVIC SPACES, URBAN PLAZAS, STREETSCAPES AND COMMERCIAL OPPORTUNITIES

WHEREAS, there has been submitted to the Louisville City Council an application for approval of a final subdivision plat, special review use (SRU) and a final planned unit development (PUD) to develop phase 2 of a redevelopment project within the core project area of the HWY 42 framework plan. The project includes a diversity of housing products, civic spaces, urban plazas, streetscapes and commercial opportunities, formally known as DELO; and

WHEREAS, the subject property is in the Highway 42 Revitalization Area; and

WHEREAS, the ground floor residential along Cannon Street requires a special review use permit and staff has found the request with conditions meets the five criteria established in Section 17.40.100 in the LMC; and

WHEREAS, the City Staff has reviewed the information submitted and found it to comply with the LMC Sec. 16.12.030, Sec. 17.14.090, Sec. 17.28.170; and Sec. 17.40.100.

WHEREAS, after a duly noticed public hearing on March 17, 2015, where evidence and testimony were entered into the record, including the findings in the Louisville Planning Commission Staff Report dated March 17, 2015, the City of Louisville Planning Commission approved a resolution to forward a recommendation of approval, with the following conditions, to the City Council;

1. The applicant shall continue to work with the City on the specifics of the maintenance of open space and roadways. Final details will be included in the submittal packet prior to City Council.
2. If an offsite solution cannot be found, staff requires the detention basin and public gathering space, as depicted in DELO Phase 1 and 1A, be located in Outlot B, Outlot C and within the E. Lafayette Street right of way. The basin should be designed to provide stairs, stepping down from Cannon Street through the proposed retaining walls, to make this space more publically interactive. The stairs should be a minimum width of 50 feet along Canon Street, or a mutually support design alternative that is open and accessible.
3. Should a regional offsite detention basin be created to detain the drainage of the Highway 42 development (including DELO Phase 1/1A and Phase 2), staff requires the applicant reinstate the plans for Nawatny Greenway as depicted in DELO Phase 2 PUD.

4. The applicant shall comply with the PUD/Plat comments listed in the Public Works memo dated February 5, 2015 prior to City Council, and

WHEREAS, City Council has reviewed the application, including the recommendation of the Planning Commission and finds that said final PUD development plan should be approved, subject to four conditions listed below.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Louisville, Colorado, based on the evidence and testimony presented at the hearings, does hereby approval of a final subdivision plat, special review use (SRU) and a final planned unit development (PUD) to develop phase 2 of a redevelopment project within the core project area of the HWY 42 framework plan. The project includes a diversity of housing products, civic spaces, urban plazas, streetscapes and commercial opportunities, formally known as DELO, with the following conditions:

1. The applicant shall continue to work with the City on the specifics of the maintenance of open space and roadways. Final details will be included in the submittal packet prior to City Council.
2. If an offsite solution cannot be found, staff requires the detention basin and public gathering space, as depicted in DELO Phase 1 and 1A, be located in Outlot B, Outlot C and within the E. Lafayette Street right of way. The basin should be designed to provide stairs, stepping down from Cannon Street through the proposed retaining walls, to make this space more publically interactive. The stairs should be a minimum width of 50 feet along Canon Street, or a mutually support design alternative that is open and accessible.
3. Should a regional offsite detention basin be created to detain the drainage of the Highway 42 development (including DELO Phase 1/1A and Phase 2), staff requires the applicant reinstate the plans for Nawatny Greenway as depicted in DELO Phase 2 PUD.
4. The applicant shall comply with the PUD/Plat comments listed in the Public Works memo dated February 5, 2015 prior to City Council.

PASSED AND ADOPTED this 17th day of March, 2015.

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Nancy Varra, City Clerk

ORDINANCE NO. 1682
SERIES 2015

AN ORDINANCE APPROVING THE VACATION OF PORTIONS OF THE 50-FOOT WIDE UNIMPROVED EAST LAFAYETTE STREET RIGHT-OF-WAY DEDICATED TO THE CITY BY THE PLAT OF INDUSTRIAL AREA SUBDIVISION IN THE CITY OF LOUISVILLE.

WHEREAS, by the plat of Industrial Area Subdivision, recorded January 22, 1960, in Plat Book 7, at Page 58, Boulder County Records, there was dedicated to the City a 50-foot wide right-of-way for East Lafayette Street extending diagonally from North Front Street to Short Street for an approximate distance of 833.34 feet; and

WHEREAS, proper application has been made to the City for vacation of two portions of the East Lafayette Street right-of-way of approximately 0.10 acres and 0.44 acres, as depicted on Exhibit A; and

WHEREAS, the City Council has determined that the two portions of East Lafayette Street right-of-way for which vacation has been requested are not and have not been used or required as a roadway or thoroughfare for the public; and

WHEREAS, the City Council has determined that the two portions of East Lafayette Street right-of-way for which vacation is requested are not and will not be needed for any public purposes other than for the installation, operation, maintenance, repair, upgrading and replacement of existing and future public utilities; and

WHEREAS, the City Council has determined that the two portions of East Lafayette Street right-of-way for which vacation is requested are not being used or held for park purposes or for any other governmental purposes; and

WHEREAS, the City Council desires to approve the application and vacate the City's interests in the portions of East Lafayette Street right-of-way described herein for which vacation is requested, subject to the provisions of this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

Section 1. Subject to the provisions of Section 2 hereof, the City hereby vacates those two portions of East Lafayette Street right-of-way, which are further described and depicted on Exhibit A, attached hereto and which portions, being approximately 0.10 acres and 0.44 acres are hereafter referred to as the "Street Right-of-Way". Title to the portions of the vacated Street Right-of-Way shall vest in the manner provided by law.

Section 2. Expressly reserved from the vacation set forth in Section 1 above are any dry utility easements, City of Louisville exclusive utility easements, drainage and utility easements, and other easements dedicated by the final subdivision plat of the DELO Subdivision – Replat No. 1,

which easements are not affected by this Ordinance and shall remain in place for existing and future public utilities purposes as set forth in said final subdivision plat, as in effect and amended from time to time. Further, easements for existing public utilities, if any, shall not be altered or amended by virtue of this Ordinance.

Section 3. The Mayor and City Manager, or either of them, is authorized to execute such additional documents as may be necessary to evidence the vacation of the Street Right-of-Way herein vacated, including execution of quit claim deeds. All actions heretofore taken in furtherance of the vacation of the Street Right-of-Way are hereby ratified and confirmed.

Section 4. All other ordinances or portions thereof inconsistent or in conflict with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED PUBLISHED this _____ day of _____, 2015.

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Nancy Varra, City Clerk

APPROVED AS TO FORM:

_____
Light | Kelly, P.C.
City Attorney

PASSED AND ADOPTED ON SECOND AND FINAL READING, this _____ day of _____, 2015.

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Nancy Varra, City Clerk

Exhibit A

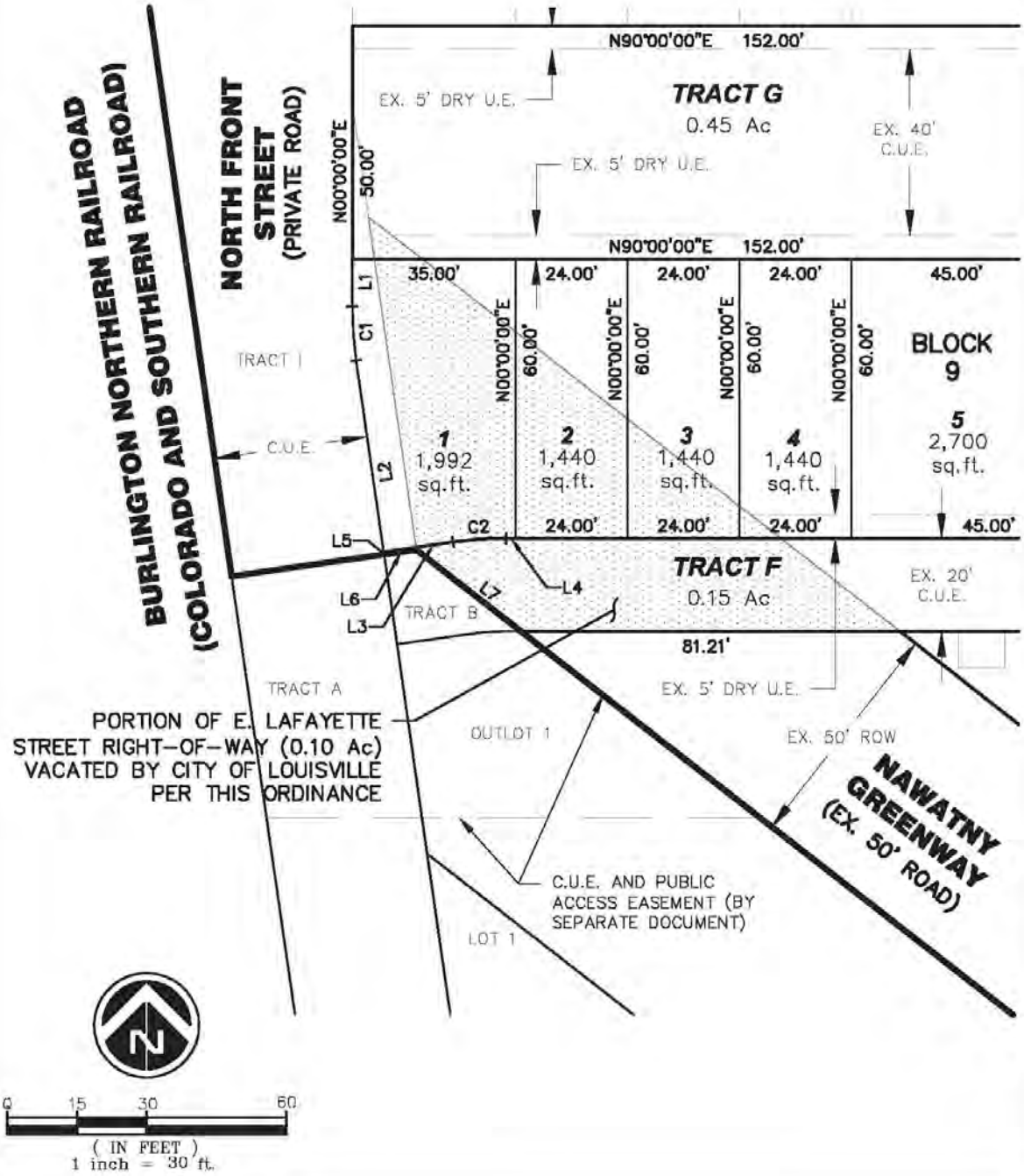
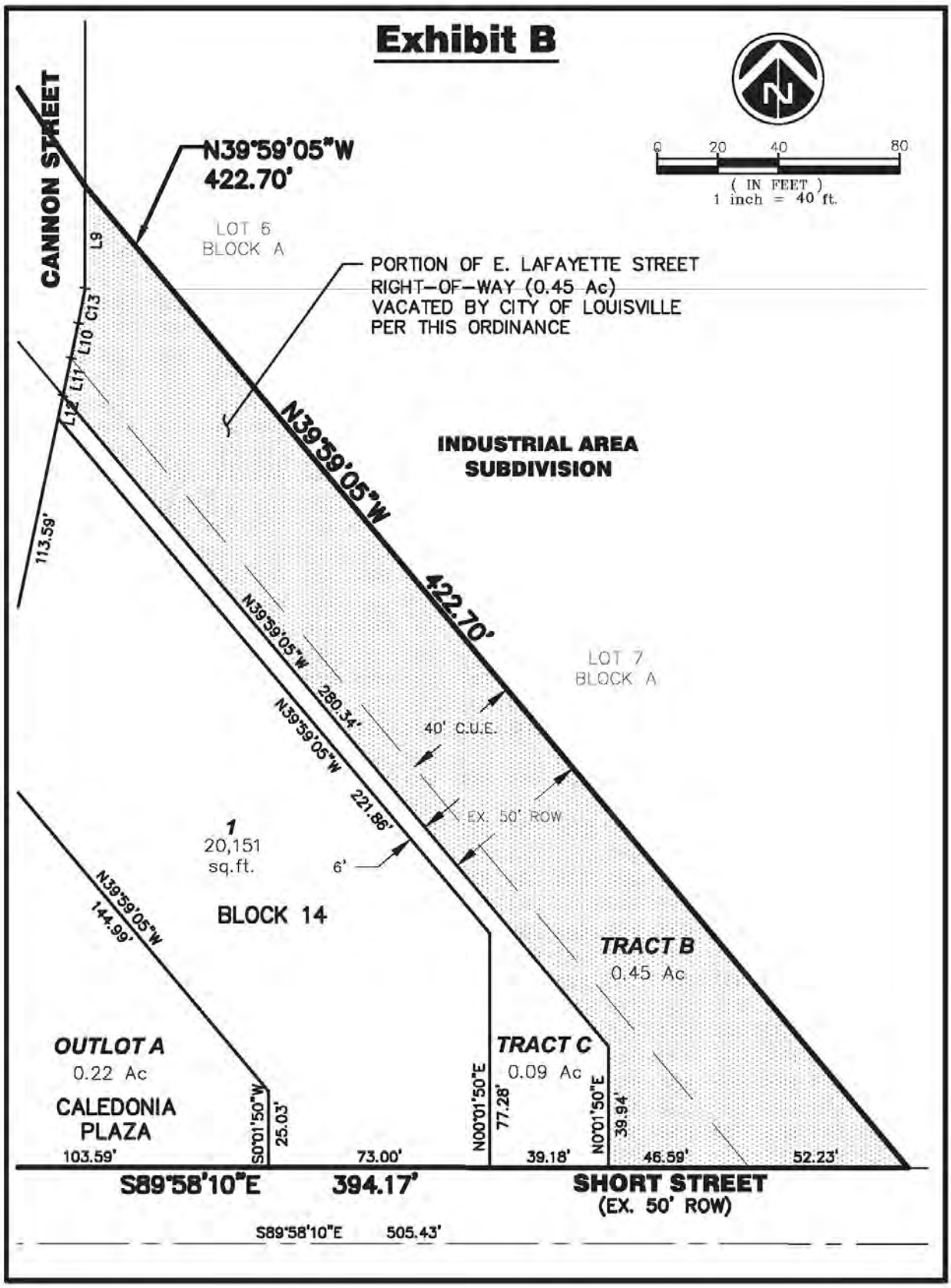

N90°00'00"E 152.00'
TRACT G
0.45 Ac
EX. 5' DRY U.E.
EX. 40' C.U.E.
N00°00'00"E
50.00'
N90°00'00"E 152.00'
35.00'
24.00'
24.00'
24.00'
45.00'
L1
C1
L2
TRACT I
C.U.E.
N00°00'00"E
60.00'
BLOCK 9
1
1,992 sq.ft.
2
1,440 sq.ft.
3
1,440 sq.ft.
4
1,440 sq.ft.
5
2,700 sq.ft.
C2
L5
L6
L3
L4
L7
TRACT F
0.15 Ac
EX. 20' C.U.E.
TRACT B
81.21'
TRACT A
EX. 5' DRY U.E.
OUTLOT 1
EX. 50' ROW
LOT 1
BURLINGTON NORTHERN RAILROAD (COLORADO AND SOUTHERN RAILROAD)
NORTH FRONT STREET (PRIVATE ROAD)
NAWATNY GREENWAY (EX. 50' ROAD)
PORTION OF E. LAFAYETTE STREET RIGHT-OF-WAY (0.10 Ac) VACATED BY CITY OF LOUISVILLE PER THIS ORDINANCE
C.U.E. AND PUBLIC ACCESS EASEMENT (BY SEPARATE DOCUMENT)
N
0 15 30 60
(IN FEET)
1 inch = 30 ft.

Exhibit B


CANNON STREET
N39°59'05"W
422.70'
LOT 6
BLOCK A
PORTION OF E. LAFAYETTE STREET
RIGHT-OF-WAY (0.45 Ac)
VACATED BY CITY OF LOUISVILLE
PER THIS ORDINANCE
L9
L10
C13
L11
L12
113.59'
N39°59'05"W
422.70'
INDUSTRIAL AREA
SUBDIVISION
N39°59'05"W
280.34'
N39°59'05"W
221.86'
LOT 7
BLOCK A
40' C.U.E.
EX. 50' ROW
6'
1
20,151
sq.ft.
BLOCK 14
N39°59'05"W
144.99'
TRACT B
0.45 Ac
OUTLOT A
0.22 Ac
CALEDONIA
PLAZA
TRACT C
0.09 Ac
S0°01'50"W
25.03'
N0°01'50"E
77.28'
N0°01'50"E
39.94'
103.59'
73.00'
39.18'
46.59'
52.23'
S89°58'10"E
394.17'
SHORT STREET
(EX. 50' ROW)
S89°58'10"E
505.43'
0
20
40
80
(IN FEET)
1 inch = 40 ft.

delo
DowntownEastLouisville

August 15th, 2014

Mr. Sean McCartney, Principal Planner
Mr. Troy Russ, Planning Director
Mr. Scott Robinson, Planner II
City of Louisville Planning Department
749 Main Street
Louisville, CO 80027

RE: Submittal Letter for the Final Phase 2 DeLo PUD and Plat

Mr. Russ,

The Assemblage:

DeLo, LLC would like to thank the Planning Commission for giving us the opportunity to present the Final Phase 2 DeLo PUD and Plat. Since 2010, DeLo has been working diligently with longtime local landowners and the City of Louisville in an effort to assemble various parcels of "blighted" land within the Core Project Area of the Highway 42 Framework Plan. Currently, DeLo owns almost 4 City blocks or approximately 10.76 acres that is bound by Griffith Street to the North, the Burlington Northern Santa Fe railroad to the West, South Street to the South, and State Highway 42 to the East. This assemblage is intended to allow for the creation of a cohesive high quality mixed-use neighborhood in the heart of the revitalization area that includes a diversity of housing products, civic spaces, urban plazas, inspiring streetscapes, and various commercial opportunities.

On July 1st the Louisville City Council approved the first two phases of DeLo. These phases include 55 uniquely designed townhomes that cater to empty nesters, 1,500 square feet of office space via an historically located and repurposed house, and maybe most importantly, the beginning of significant infrastructure improvements within the Core Project Area. These infrastructure improvements will literally "pave" the way for the successful development of DeLo Phase 2.

Phase 2:

DeLo Phase 2 will finally allow for the extension of Cannon Street to the South Street Pedestrian Gateway. Along the extension of Cannon Street, patrons of DeLo will have an opportunity to enjoy many new civic spaces. Such as Nawatny Greenway, Caledonia Plaza, and the portion of Cannon Street that has been designed as a woonerf or shared space. The Cannon Street Woonerf will allow pedestrians and vehicles to operate as equals creating a safer street that has the ability to host civic events while creating a strong sense of place within DeLo. Caledonia Plaza, proposed as a fulcrum along Cannon Street, spatially defined by the apartments, and the

commercial and office buildings to the south. The urban quality of this centralized civic space, will serve as a gateway to the DeLo neighborhood, and a destination plaza to the greater community. Terraced hardscape will be softened through the use of planting beds and sculpted shade structures, providing a hierarchy of spaces, suitable for a variety of activities, and establishing a semi-private zone of transition to the residences in the form of front stoops and small private yards. The sectional quality of building to plaza to street has been developed with the shared pedestrian and vehicular activities in mind, and the creation of a highly activated public realm, appropriate for this centralized public space. The buildings within this area are envisioned to be larger (approximately 36.5') one, two, and three bedroom apartments. Service and parking will be accessed from the rear, further encouraging an active pedestrian presence along the street and throughout Caledonia Plaza. Proposed finish materials at the plaza include colored concrete, pavers, masonry and natural stone, complimented by the use of tree boxes and planting beds of sod, native grasses and flowers. Site furnishings, such as benches and pedestrian scaled lighting will help to provide human scale to the larger civic space. Building materials will be compatible with those of the plaza and streetscape, and will likely include masonry, lap and panel siding, and stucco finishes.

In summary, DeLo Phase 2 has been designed with the community at large in mind and an emphasis on creating strong civic spaces. Along Cannon Street, adjacent to civic these various spaces and the South Street Pedestrian Gateway, DeLo Phase 2 will host 5 town homes, 108 apartments, and approximately 26,000 square feet of local Class A office space and retail.

Respectfully,

Justin McClure
DELO, LLC
21 South Sunset Street
Longmont, CO 80503

City of Louisville
COLORADO · SINCE 1878

Department of Planning and Building Safety
749 Main Street • Louisville CO 80027 • 303.335.4592 • www.louisvilleco.gov

RECEIVED
AUG 15 2014
CITY OF LOUISVILLE
DEPARTMENT OF PLANNING & BUILDING SAFETY

LAND USE APPLICATION

CASE NO. _____

APPLICANT INFORMATION

Firm: DELO, LLC
Contact: Justin McClure
Address: 21 South Sunset Street
Longmont, CO 80503
Mailing Address: Same As Above
Telephone: 303.475.2106
Fax:
Email: justinrmcs@gmail.com

OWNER INFORMATION

Firm: DELO, LLC
Contact: Justin McClure
Address: 21 South Sunset Street
Longmont, CO 80503
Mailing Address: Same As Above
Telephone: 303.475.2106
Fax:
Email: justinrmcs@gmail.com

REPRESENTATIVE INFORMATION

Firm: RMCS, Inc
Contact: Justin McClure
Address: 21 South Sunset Street
Longmont, CO 80503
Mailing Address: Same As Above
Telephone: 303.475.2106
Fax:
Email: justinrmcs@gmail.com

PROPERTY INFORMATION

Common Address: 1025 Short Street
Legal Description: Lot 1, Lots 1-5 Blk 13,9
Subdivision DELO
Area: 7.38 a/c Sq. Ft.

TYPE (S) OF APPLICATION

- ☐ Annexation
- ☐ Zoning
- ☐ Preliminary Subdivision Plat
- ☑ Final Subdivision Plat
- ☐ Minor Subdivision Plat
- ☐ Preliminary Planned Unit Development (PUD)
- ☑ Final PUD
- ☐ Amended PUD
- ☐ Administrative PUD Amendment
- ☐ Special Review Use (SRU)
- ☐ SRU Amendment
- ☐ SRU Administrative Review
- ☐ Temporary Use Permit: _____
- ☐ CMRS Facility: _____
- ☐ Other: (easement / right-of-way; floodplain; variance; vested right; 1041 permit; oil / gas production permit)

PROJECT INFORMATION

Summary: A request for a Final PUD and Final Plat of DELO Phase 2. The propos will allow for the redevelopment of the old Aggregate property. It includes a mix of uses including apartments, civic spaces, unique infrastructure, and various commercial offerings. DELO Phase 2 represents the catalyst project for the Core Project Area.

Current zoning: MU-R Proposed zoning: MU-R

SIGNATURES & DATE

Applicant: [signature]
Print: Justin McClure
Owner: [signature]
Print: Justin McClure
Representative: [signature]
Print: Justin McClure

CITY STAFF USE ONLY

- ☐ Fee paid: _____
- ☐ Check number: _____
- ☐ Date Received: _____

DELO SUBDIVISION - REPLAT NO. 1

A REPLAT OF LOT 1 BLOCK 9, LOT 1 BLOCK 13 AND TRACTS E, F, G, H, AND J OF DELO SUBDIVISION
PART OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH
PRINCIPAL MERIDIAN, CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 1 OF 3

LEGAL DESCRIPTION

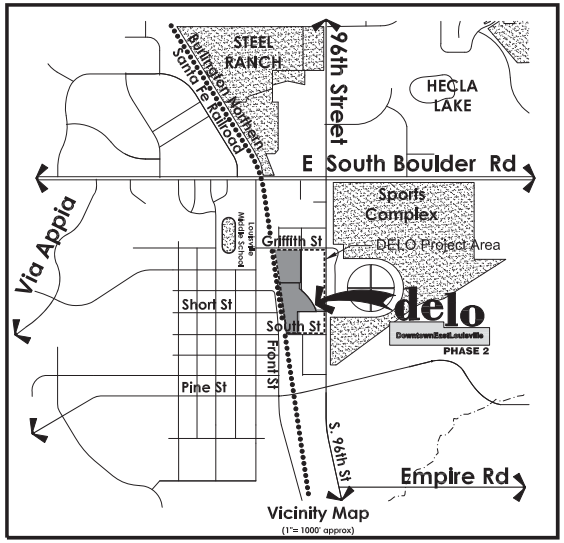
DOWNTOWN EAST LOUISVILLE (DELO):

A TRACT OF LAND LOCATED IN THE NORTHEAST ¼ OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH P.M., DESCRIBED AS FOLLOWS:
BEGINNING AT THE EAST ¼ CORNER OF SAID SECTION 8;
THENCE NORTH 89°41'04" WEST A DISTANCE OF 517.74 FEET ALONG THE SOUTH LINE OF SAID NORTHEAST ¼ OF SAID SECTION 8;
THENCE NORTH 00°18'56" EAST, 30.11 FEET TO THE TRUE POINT OF BEGINNING;
THENCE NORTH 00°01'35" EAST A DISTANCE OF 342.06 FEET;
THENCE ALONG A CURVE TO THE RIGHT WITH A RADIUS OF 330.00 FEET A LENGTH OF 55.81 FEET AND THE CHORD BEARS NORTH 04°52'17" EAST A DISTANCE OF 55.74 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SHORT STREET;
THENCE SOUTH 89°58'10" EAST ALONG THE NORTH RIGHT-OF-WAY LINE OF SHORT STREET A DISTANCE OF 394.17 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF EAST LAFAYETTE STREET;
THENCE NORTH 39°59'05" WEST ALONG SAID EAST RIGHT-OF-WAY LINE OF EAST LAFAYETTE STREET A DISTANCE OF 422.70 FEET;
THENCE NORTH 34°15'37" WEST ALONG SAID EAST RIGHT-OF-WAY LINE OF EAST LAFAYETTE STREET A DISTANCE OF 88.70 FEET TO THE SOUTHEAST CORNER OF LOT 4, BLOCK B OF THE INDUSTRIAL AREA SUBDIVISION;
THENCE NORTH 90°00'00" WEST A DISTANCE OF 5.00 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF CANNON STREET;
THENCE NORTH 00°00'00" EAST ALONG THE WEST RIGHT-OF-WAY LINE OF CANNON STREET A DISTANCE OF 598.13 FEET;
THENCE ALONG A CURVE TO THE LEFT WITH A RADIUS OF 15.00 FEET A LENGTH OF 23.57 FEET AND THE CHORD BEARS NORTH 45°00'41" WEST A DISTANCE OF 21.22 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF GRIFFITH STREET;
THENCE SOUTH 89°58'39" WEST ALONG THE SOUTH RIGHT-OF-WAY LINE OF GRIFFITH STREET A DISTANCE OF 423.30 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF NORTH FRONT STREET;
THENCE SOUTH 8°11'00" EAST ALONG THE WEST RIGHT-OF-WAY LINE OF NORTH FRONT STREET A DISTANCE OF 452.92 FEET;
THENCE NORTH 81°48'31" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF NORTH FRONT STREET A DISTANCE OF 40.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF EAST LAFAYETTE STREET;
THENCE SOUTH 52°00'00" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF EAST LAFAYETTE STREET A DISTANCE OF 353.30 FEET;
THENCE SOUTH 00°00'02" WEST, A DISTANCE OF 29.68 FEET TO THE SOUTHEAST CORNER OF LOT 1, BLOCK C OF THE INDUSTRIAL AREA SUBDIVISION;
THENCE SOUTH 89°56'30" WEST ALONG THE SOUTH LINE OF SAID LOT 1, BLOCK C OF THE INDUSTRIAL AREA SUBDIVISION A DISTANCE OF 283.22 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE COLORADO AND SOUTHERN RAILROAD;
THENCE SOUTH 8°11'00" EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF THE COLORADO AND SOUTHERN RAILROAD A DISTANCE OF 723.88 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SOUTH STREET;
THENCE SOUTH 89°41'04" EAST ALONG SAID NORTH RIGHT-OF-WAY LINE OF SOUTH STREET A DISTANCE OF 163.60 FEET TO THE TRUE POINT OF BEGINNING.

CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO.
AREA = 10.69 ACRES

NOTES

1. BASIS OF BEARINGS: BEARINGS SHOWN HEREON ARE BASED ON THE ASSUMPTION THAT THE EASTERLY RIGHT-OF-WAY LINE OF THE BURLINGTON NORTHERN SANTA FE (BNSF) RAILROAD BEARS NORTH 08 DEGREES, 11 MINUTES AND 00 SECONDS WEST BETWEEN A FOUND NO. 4 REBAR AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTH STREET AND THE EASTERLY RIGHT-OF-WAY LINE OF SAID BNSF RAILROAD AND A FOUND NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED EPP & ASSOCIATES, LS 14815 AT THE NORTHWESTERLY CORNER OF LOT 2, BLOCK C, INDUSTRIAL AREA.
2. SURVEY INFORMATION SHOWN HEREON AS PROVIDED BY ROCK CREEK SURVEYING, LLC DATED NOVEMBER 27, 2012.
3. PROPOSED VEHICULAR CONNECTIONS MAY BE REFINED, WITH FUTURE CONSTRUCTION PLAN SUBMITTALS.
4. ACCESS IS GRANTED HEREWITH OVER AND ACROSS ALL PAVED AREAS FOR EMERGENCY, PUBLIC AND PRIVATE VEHICULAR ACCESS.
5. THE CITY OF LOUISVILLE IS GRANTED A 4 FOOT MAINTENANCE ACCESS EASEMENT BEYOND RIGHT OF WAY FOR THE MAINTENANCE OF CURB & SIDEWALK. MINIMUM SURFACE DISTURBANCE IS ALLOWED WITHIN THIS EASEMENT.
6. DISTANCES SHOWN HEREON ARE BASED UPON THE U.S. SURVEY FOOT.
7. EXISTING ENCUMBRANCES AND USES ARE NOTED ON THE DRAWINGS AND ARE NOT SUPERCEDED BY THE LAND USE SUMMARY TABLE.
8. PUBLIC WET UTILITIES LOCATED ON PRIVATE PROPERTY SHALL BE WITHIN A CITY EXCLUSIVE UTILITY EASEMENT (C.U.E.).
9. THE CITY OF LOUISVILLE IS GRANTED A 10' MAINTENANCE ACCESS EASEMENT BEYOND THE EXCLUSIVE UTILITY EASEMENTS GRANTED TO THE CITY BY THIS PLAT. THE 10' MAINTENANCE ACCESS EASEMENT SHALL BE ALLOWED ON EITHER SIDE OF THE UTILITY EASEMENT, OR 5' ON EACH SIDE OF THE UTILITY EASEMENT. MINIMUM SURFACE DISTURBANCE IS ALLOWED WITHIN THIS EASEMENT.
10. EXCLUSIVE CITY UTILITY EASEMENTS ARE RESERVED FOR CITY OF LOUISVILLE EXCLUSIVE USE FOR CITY WATER, SANITARY SEWER AND STORM SEWER FACILITIES. DRY UTILITIES COMPANIES AND/OR PRIVATE OWNERS OF STORM DRAINAGE AND IRRIGATION LINES MUST OBTAIN PRIOR WRITTEN APPROVAL FROM THE CITY FOR ANY PROPOSED CROSSING OF ANY CITY WET UTILITY EASEMENTS AND MUST EXECUTE AN AGREEMENT WHICH STIPULATES THE DRY UTILITIES, STORM DRAINAGE, AND/OR IRRIGATION LINES APPROVED TO CROSS CITY EASEMENTS ARE SUBJECT TO RELOCATION AT THE COMPANY'S OR OWNER'S EXPENSE AT THE DIRECTION OF THE CITY. DRY UTILITIES, STORM DRAINAGE, AND/OR IRRIGATION LINES THAT ARE APPROVED TO CROSS CITY EASEMENTS SHALL DO SO AT SUBSTANTIALLY RIGHT ANGLES. WET UTILITIES MAY TRAVERSE DRY UTILITY EASEMENTS WITHOUT REQUIREMENT FOR FURTHER PERMISSION. NO JOINT USE OF ANY CITY EXCLUSIVE UTILITY EASEMENTS IS PERMITTED WITHOUT THE EXPRESS WRITTEN APPROVAL OF THE CITY AND EXECUTION OF A JOINT USE AGREEMENT, WHICH SHALL BE AT THE CITY'S DISCRETION.
11. THE CITY OF LOUISVILLE SHALL REVIEW AND APPROVE THE LOCATIONS OF UTILITY LINES, PEDESTALS AND CABINETS WITHIN PUBLIC PROPERTY AND EXCLUSIVE CITY UTILITY EASEMENTS.
12. EMERGENCY ACCESS IS GRANTED OVER ALL PAVED SURFACES.
13. CANNON STREET RIGHT OF WAY SHALL BE DEDICATED VIA THE FINAL DELO SUBDIVISION REPLAT NO. 1 OR SHALL BE OBTAINED VIA SEPARATE INSTRUMENT TO ENSURE THE REQUIRED IMPROVEMENT TIMING TO SUPPORT THE DELO PHASE 2 DEVELOPMENT.



Vicinity Map
(1"= 1000' approx)

LAND USE SUMMARY

	TOTAL AREA (ACRES)	OWNERSHIP	MAINTENANCE [1]	PRIMARY USES
TRACT				
A	2.39	DELO Commercial H.O.A.	DELO Commercial H.O.A.	Private Roadway, Pedestrian Access, Emergency and Public Access, Parking, Drainage, Exclusive City Utility Easements and Dry Utility Easements
B	0.45	DELO Commercial H.O.A.	DELO Commercial H.O.A.	Private Roadway, Pedestrian Access, Emergency and Public Access, Lot 7 Industrial Area Subdivision Access, Private Parking, Drainage, Exclusive City Utility Easements and Dry Utility Easements
C	0.09	DELO Commercial H.O.A.	DELO Commercial H.O.A.	Private Roadway, Pedestrian Access, Parking, Drainage, Wet and Dry Utility Easements, Monumentation
D	0.03	DELO Commercial H.O.A.	DELO Commercial H.O.A.	Pedestrian Access, Drainage, and Private Utility Easement
E	0.04	DELO Commercial H.O.A.	DELO Commercial H.O.A.	Pedestrian Access, Drainage, Private Utility, and Emergency and Public Access
F	0.15	DELO Townhome H.O.A.	DELO Townhome H.O.A.	Leonard Lane (Private), Emergency and Public Access and Exclusive City Utility Easements
G	0.45	DELO Townhome H.O.A.	DELO Townhome H.O.A.	Private Greenway, Public Pedestrian Access, Exclusive City Utility Easements and Dry Utility Easements
OUTLOT				
A	0.22	City of Louisville	City of Louisville / DELO Commercial H.O.A. [1]	Caledonia Plaza, Pedestrian Access, Monumentation and Public Events, Private Utility Easements
B	0.06	City of Louisville	City of Louisville / DELO Commercial H.O.A. [1]	Nawatny Greenway, Pedestrian Access, Exclusive City Utility Easement, Dry Utility Easements and Monumentation
C	0.20	City of Louisville	City of Louisville / DELO Commercial H.O.A. [1]	Nawatny Greenway, Pedestrian Access, Exclusive City Utility Easement, Private Utility Easement and Monumentation

[1] Refer to Subdivision Agreement for delineation of maintenance responsibilities.

PREVIOUSLY PLATTED EAST LAFAYETTE STREET CITY OF LOUISVILLE RIGHT-OF-WAY

	TOTAL AREA (ACRES)	OWNERSHIP	MAINTENANCE	USE
Nawatny Greenway (ROW)	0.42	City of Louisville	City of Louisville	Public Park, Pedestrian Access, Drainage and Wet and Dry Utilities
Tract B	0.45	DELO Commercial H.O.A.	DELO Commercial H.O.A.	Private Roadway, Pedestrian Access, Emergency and Public Access, Lot 7 Industrial Area Subdivision Access, Private Parking, Drainage, Exclusive City Utility Easements and Dry Utility Easements
Portion of Tract F	0.04	DELO Townhome H.O.A.	DELO Townhome H.O.A.	Leonard Lane (Private), Emergency and Public Access and Exclusive City Utility Easements
Portion of Block 9	0.06	Takoda Properties Inc.	Takoda Properties Inc.	Block 9

PROPOSED CITY OF LOUISVILLE RIGHT-OF-WAY

ROW	TOTAL AREA (ACRES)	OWNERSHIP	MAINTENANCE	USE
Cannon Street	0.51	City of Louisville	City of Louisville / DELO Commercial H.O.A. [1]	Public Roadway, Pedestrian Access, Drainage and Wet and Dry Utilities

[1] Refer to Subdivision Agreement for delineation of maintenance responsibilities.

PLANNING COMMISSION CERTIFICATE:

RECOMMENDED APPROVAL THIS _____ DAY OF _____, 20__
BY THE PLANNING COMMISSION OF THE CITY OF LOUISVILLE, COLORADO.

RESOLUTION NO. _____, SERIES _____.

CITY COUNCIL CERTIFICATE:

APPROVED THIS _____ DAY OF _____, 20__,
BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO.

RESOLUTION NO. _____, SERIES _____.

_____ _____
MAYOR: CITY CLERK:

CLERK AND RECORDERS CERTIFICATE:

STATE OF COLORADO)
) SS
COUNTY OF BOULDER)

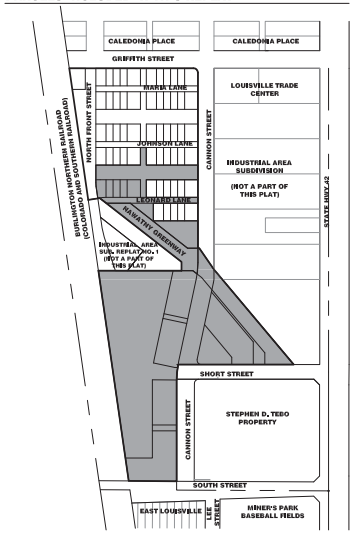
I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE AT _____
O'CLOCK AT _____M, ON THIS _____ DAY OF _____, 20____,
AND IS RECORDED IN PLAN FILE_____, FEE _____.

PAID: _____ FILM NO. _____

RECEPTION NO. _____.

RECORDER: _____, DEPUTY: _____

PARCELS INCLUDED IN THIS REPLAT



LAND USE SUMMARY - INDUSTRIAL AREA SUBDIVISION REPLAT NO. 1

	TOTAL AREA (ACRES)	OWNERSHIP	MAINTENANCE [1]	USE
Tract A	0.22	Takoda Properties Inc.	Takoda Properties Inc.	Private Roadway, Public Access Easement, Exclusive City Utility Easement, Private Utility Easements and Dry Utility Easement
Tract B	0.01	Takoda Properties Inc.	Takoda Properties Inc.	Leonard Lane (Private), Emergency and Public Access and Exclusive City Utility Easements
Lot 1	0.29	Comcast Cablevision of Colorado II, LLC	Comcast Cablevision of Colorado II, LLC	Private Lot for Existing Comcast Building and Private Parking Lot
Outlot 1	0.49	City of Louisville	City of Louisville / DELO Commercial H.O.A. [1]	Nawatny Greenway, Pedestrian Access, Exclusive City Utility Easement, Comcast Private Water and Sanitary Sewer Service Line Easements and Private Storm Sewer Easement

[1] Refer to Subdivision Agreement for delineation of maintenance responsibilities.

OWNERSHIP CERTIFICATE:

OWNER: TAKODA PROPERTIES, INC, A COLORADO CORPORATION

BY: _____
JUSTIN McCLURE, VICE-PRESIDENT

DATE: _____

ACKNOWLEDGEMENT:

STATE OF COLORADO)
) SS
COUNTY OF BOULDER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____, BY _____.

WITNESS MY HAND AND SEAL.

MY COMMISSION EXPIRES _____

_____
NOTARY PUBLIC

OWNERSHIP CERTIFICATE:

OWNER: CITY OF LOUISVILLE

BY: _____

DATE: _____

ACKNOWLEDGEMENT:

STATE OF COLORADO)
) SS
COUNTY OF BOULDER)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____, BY _____.

WITNESS MY HAND AND SEAL.

MY COMMISSION EXPIRES _____

_____
NOTARY PUBLIC

SURVEYOR'S CERTIFICATE:

I, ROBERT A. RICKARD, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO DO HEREBY CERTIFY THAT THE SUBDIVISION PLAT OF DELO SUBDIVISION REPLAT NO. 1 TRULY REPRESENTS THE RESULTS OF A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION WAS DONE IN ACCORDANCE WITH APPLICABLE STATE OF COLORADO REQUIREMENTS FOR LAND SURVEYORS.

_____ _____
ROBERT A. RICKARD, PLS NO. 28283 DATE
FOR AND ON BEHALF OF
ROCK CREEK SURVEYING, LLC

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

SHEET INDEX	
NUMBER	TITLE
1	COVER SHEET
2	FINAL PLAT
3	FINAL PLAT

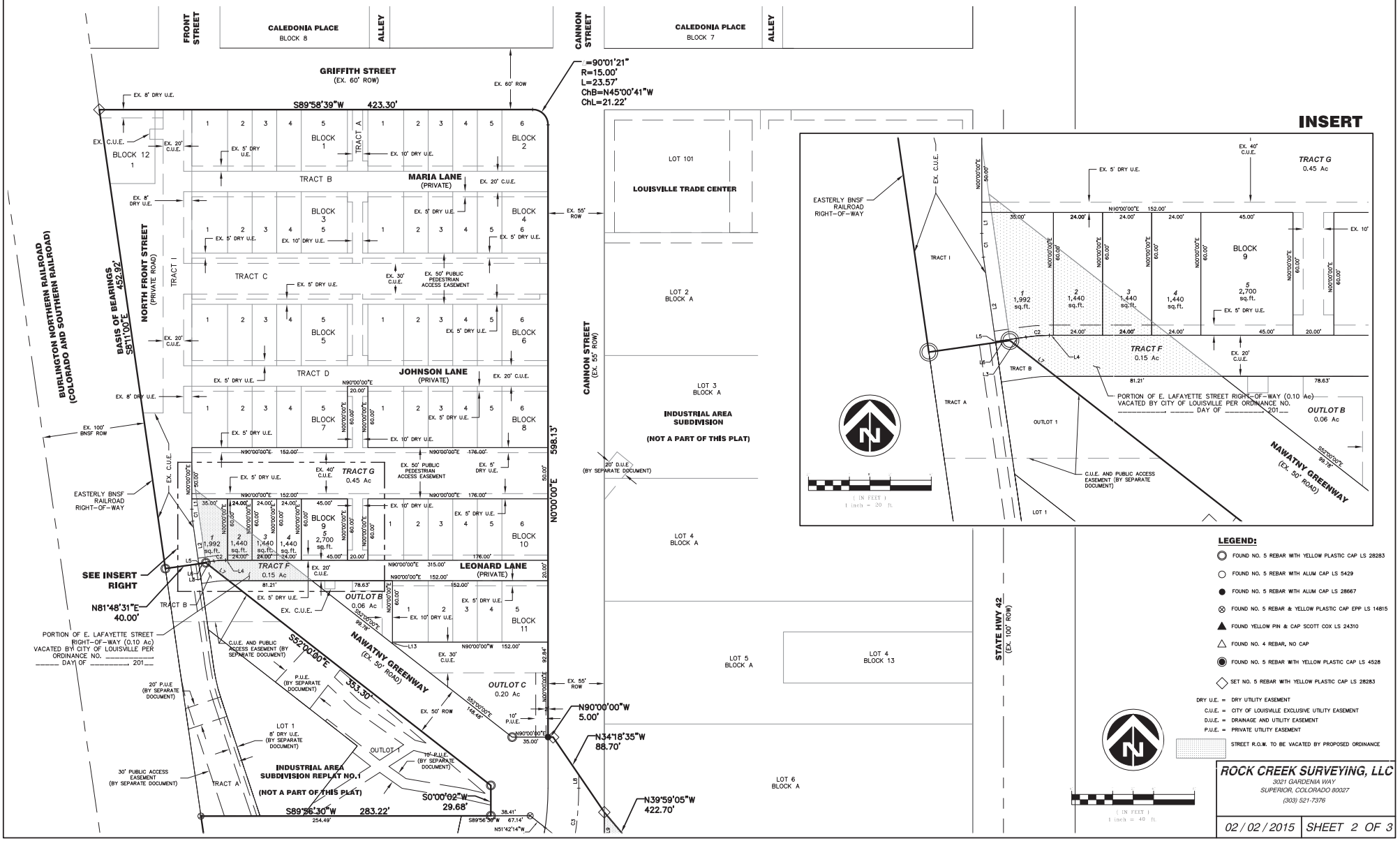
ROCK CREEK SURVEYING, LLC
3021 GARDENIA WAY
SUPERIOR, COLORADO 80027
(303) 521-7376

02 / 02 / 2015 | SHEET 1 OF 3

DELO SUBDIVISION - REPLAT NO. 1

A REPLAT OF LOT 1 BLOCK 9, LOT 1 BLOCK 13 AND TRACTS E, F, G, H, AND J OF DELO SUBDIVISION
PART OF THE NORTHEAST QUARTER OF SECTION 8, TOWNSHIP 1 SOUTH, RANGE 69 WEST OF THE 6TH
PRINCIPAL MERIDIAN, CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 2 OF 3



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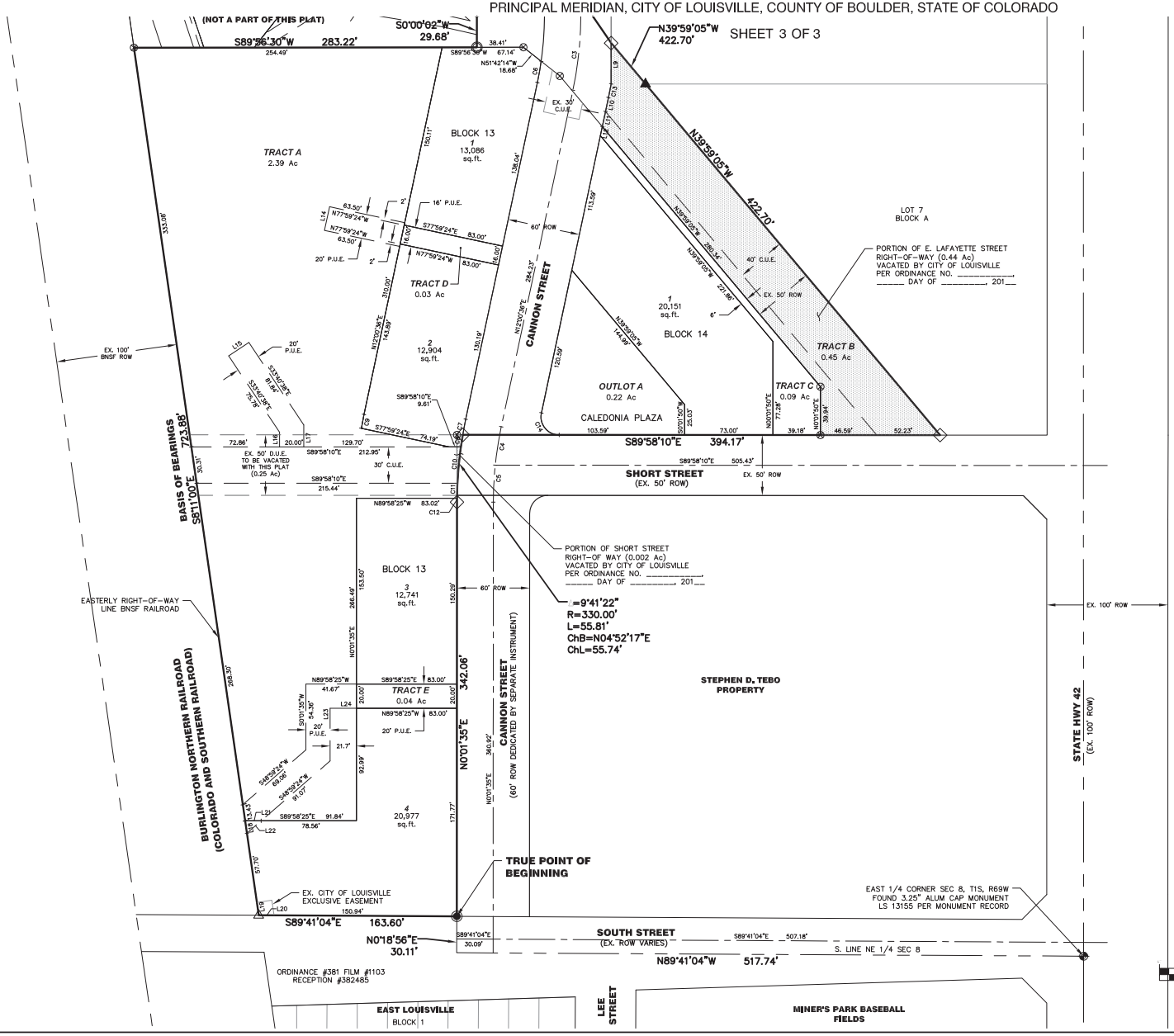


CURVE TABLE					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	11.71'	82.00'	8°11'00"	S04°05'30"E	11.70'
C2	11.43'	80.00'	8°11'00"	S85°54'30"W	11.42'
C3	62.88'	300.00'	12°00'36"	S06°00'18"W	62.77'
C4	32.15'	300.00'	6°08'26"	N08°56'23"E	32.14'
C5	30.59'	300.00'	5°50'34"	N02°56'53"E	30.58'
C6	17.85'	270.00'	3°47'16"	N10°06'58"E	17.85'
C7	13.21'	330.00'	2°17'38"	N10°51'47"E	13.21'
C8	10.12'	330.00'	1°45'25"	N08°50'15"E	10.12'
C9	11.61'	269.49'	2°28'09"	S10°49'56"W	11.61'
C10	30.14'	330.00'	5°13'59"	S05°20'33"W	30.13'
C11	12.34'	330.00'	2°08'33"	S01°39'17"W	12.34'
C12	3.21'	330.00'	0°33'26"	S00°18'18"W	3.21'
C13	11.65'	330.00'	2°01'24"	N10°59'54"E	11.65'
C14	26.70'	15.00'	101°58'46"	S38°58'47"E	23.31'

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S0°00'00"E	10.17'
L2	S8°11'00"E	41.53'
L3	S81°49'00"W	15.02'
L4	N90°00'00"E	2.00'
L5	S8°11'00"E	0.54'
L6	N81°48'31"E	7.00'
L7	S52°00'00"E	28.44'
L8	S0°00'00"E	13.14'
L9	S0°00'00"E	33.73'
L10	S12°00'36"W	11.77'
L11	S12°00'36"W	12.69'
L12	S12°00'36"W	7.61'

LINE TABLE		
LINE #	BEARING	DISTANCE
L13	S0°00'00"E	1.43'
L14	N12°00'36"E	20.00'
L15	S56°19'22"W	20.00'
L16	S0°01'50"W	12.08'
L17	S0°01'50"W	18.14'
L18	S8°11'00"E	10.38'
L19	S8°11'00"E	10.69'
L20	S89°41'04"E	12.66'
L21	S89°58'25"E	13.28'
L22	S48°59'24"W	91.07'
L23	S0°01'35"W	43.47'
L24	N89°58'25"W	21.67'

LEGEND:

- FOUND NO. 5 REBAR WITH YELLOW PLASTIC CAP LS 28283
- FOUND NO. 5 REBAR WITH ALUM CAP LS 5429
- FOUND NO. 5 REBAR WITH ALUM CAP LS 28667
- FOUND NO. 5 REBAR & YELLOW PLASTIC CAP EPP LS 14815
- FOUND YELLOW PIN & CAP SCOTT COX LS 24310
- FOUND NO. 4 REBAR, NO CAP
- FOUND NO. 5 REBAR WITH YELLOW PLASTIC CAP LS 4528
- SET NO. 5 REBAR WITH YELLOW PLASTIC CAP LS 28283

DRY U.E. = DRY UTILITY EASEMENT
C.U.E. = CITY OF LOUISVILLE EXCLUSIVE UTILITY EASEMENT
D.U.E. = DRAINAGE AND UTILITY EASEMENT
P.U.E. = PRIVATE UTILITY EASEMENT

STREET R.O.W. TO BE VACATED BY PROPOSED ORDINANCE

ROCK CREEK SURVEYING, LLC
3021 GARDENIA WAY
SUPERIOR, COLORADO 80027
(303) 521-7376

02 / 02 / 2015 | SHEET 3 OF 3

Boulder Valley School District

6500 East Arapahoe, PO Box 9011
Boulder, CO 80301

Planning Office
303-245-5794
Fax: 303-447-5118
www.bvsd.org

January 20, 2015

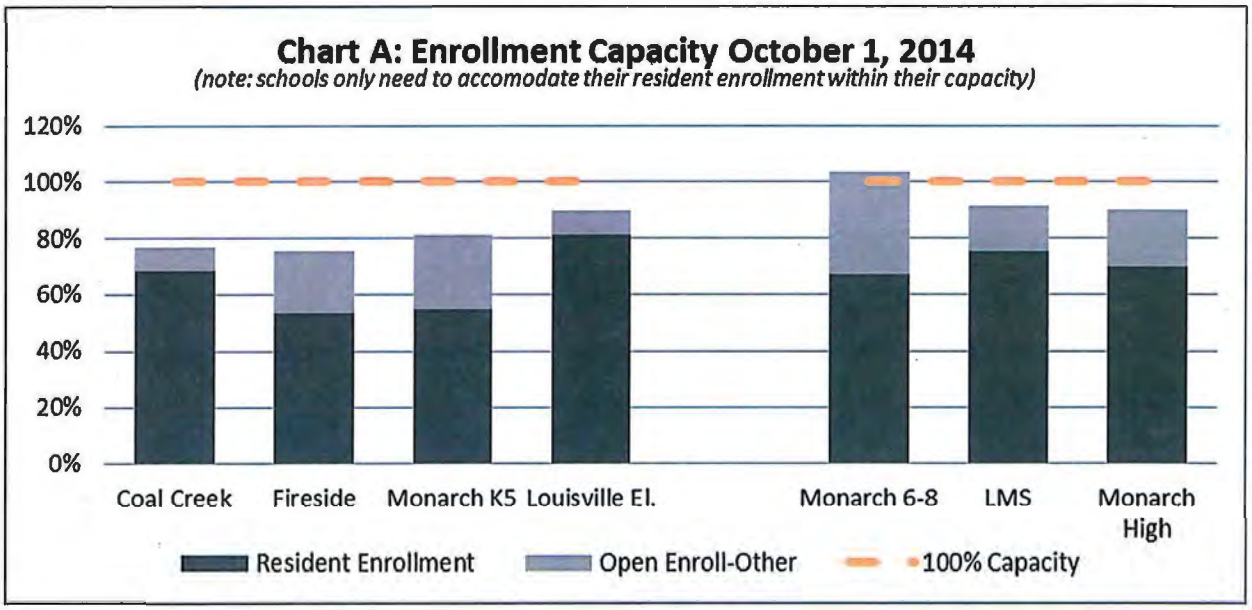
City of Louisville
Dept. of Planning and Building Safety
Attn: Sean McCartney
749 Main St.
Louisville, CO 80027

RE: DELO Phase 2 FDP (revision 2)

Dear Sean:

Thank you for submitting DELO Phase 2 FDP revision 2 materials for review by the Boulder Valley School District (BVSD). BVSD reviews development application in terms of capacity impacts on neighborhood schools and impacts on school land or facilities.

Chart A below shows the current program capacity and enrollment composition for each school in Louisville. On the whole, Louisville schools possess a sizeable ability to accommodate additional students, particularly when considering the level of current capacity being occupied by open enrolled students (those from outside a school's attendance area that a school is not required to accommodate). As the chart shows, however, the capacity to accommodate additional students does vary between schools.



The revised DELO Phase 2 FDP application proposes to add 130 apartment and 5 townhome units with an anticipated student impact of 13 students on Louisville Elementary, 4 students on Louisville Middle, and 5 students on Monarch High school feeder.

When considering DELO Phase 2 FDP, all other development activity in Louisville (Attachment A), and resident enrollment growth within the attendance areas of Louisville schools, Louisville Middle and Monarch High are able to accommodate projected growth (Chart B). Louisville Elementary, however, will likely exceed its program capacity within 5 years should growth within the existing housing stock of central Louisville continue at its current pace. Elementary capacity in Louisville as a whole, however, is ample to accommodate continued enrollment growth.

CHART B

School	Capacity	Enrollment 2014-15	Projected Enrollment 2015-16	2016-17	2017-18	2018-19	2019-20
Louisville El.	648	584	589	629	652	677	697
% Capacity		*90.1%*	*90.1%*	*97.0%*	*100.6%*	*103.0%*	*107.6%*
Louisville M.S.	691	632	639	643	661	669	675
% Capacity		*91.5%*	*92.4%*	*93.1%*	*95.7%*	*96.8%*	*97.7%*
Monarch H.S.	1833	1,663	1,684	1,726	1,792	1,802	1,800
% Capacity		*90.7%*	*91.9%*	*94.2%*	*97.8%*	*98.3%*	*98.2%*

Projection notes and assumptions:

- *Capacity methodology held over from 2012 and currently under review.*
- *Enrollment numbers and projections are preliminary for 2014 and subject to change. Preliminary projections may not contain consideration of all relevant data.*
- *Only the impacts of housing units expected during projection period are included.*
- *Enrollment growth in existing neighborhoods is assumed to be near current levels over the next 5 years.*
- *Louisville El. will graduate out the last significant number of open enrolled (O.E.) students in 2018.*
- *Louisville Middle and Monarch High will see increasing restrictions on O.E. through the projections period but will still retain sizeable O.E. populations in 5 years.*

Recent enrollment growth at Louisville Elementary continues to be managed by restricting open enrollment thus reducing the proportion of enrollment from outside the school's attendance area. In addition, the preschool program at the school has been relocated to Fireside Elementary in the 2014-15 school year and the current computer lab space has been converted for classroom use. At present, approximately 48 open enrolled students occupy seats at the school and continued restrictions will eventually make these seats available to new resident students. Should actual enrollment growth meet or exceed projected growth and open enrollment restrictions alone prove inadequate, other options to manage enrollment growth may be considered by the District. These could include additional changes in offered programming, the addition of portable classrooms, the addition of permanent classrooms, busing of students, or changes to attendance boundaries.

If you have any other questions, concerns, or further clarifications, feel free to contact me at 303-245-5794 or via e-mail at glen.segrue@bvsd.org.

Sincerely,

Glen Segrue, A.I.C.P.
Senior Planner

ATTACHMENT A: Planned Residential Development and Student Yield

Monarch High Feeder Schools

ELEM Att. Area	Unbuilt Residential Units* SFD	Dup	Twnhm	Condo	Apt	All	Elem_Yld	MS_Yld	HS_Yld
Coal Creek									
Platted or Under Construction									
Village Square	0	0	0	0	111	111	10	3	4
	0	**0**	**0**	**0**	**111**	**111**	**10**	**3**	**4**
Eldorado K-5									
Platted or Under Construction									
CALMANTE	33	0	0	0	0	33	10	5	7
	33	**0**	**0**	**0**	**0**	**33**	**10**	**5**	**7**
Louisville El.									
Platted or Under Construction									
917 Main St	0	2	0	0	0	2	0	0	0
Blue Sage	51	0	0	0	0	51	15	8	10
Coal Creek Station	0	51	0	0	0	51	10	4	4
Concord Partners LLC	6	0	0	0	0	6	2	1	1
DELO	0	0	60	0	130	190	12	7	10
North End	13	22	0	52	0	87	11	5	10
North End Phase II	29	0	6	36	0	71	11	5	10
Parbois Place	2	2	0	0	0	4	1	0	1
Steel Ranch South	0	0	29	0	0	29	0	1	2
The Lanterns	0	24	0	0	0	24	5	2	2
In Development Review									
Alkonis	24	0	0	0	139	163	19	8	10
North End Phase II	0	0	0	37	0	37	2	1	4
North End Phase III	28	0	0	0	0	28	8	4	6
	153	**101**	**95**	**125**	**269**	**743**	**96**	**46**	**70**
Monarch K-5									
Platted or Under Construction									
Coal Creek Crossing	53	0	0	0	0	53	15	8	11
Discover Office Park	0	0	23	0	0	23	0	1	2
Superior Town Center	0	0	643	0	0	643	8	32	51
In Development Review									
Superior Town Center	179	201	0	356	0	736	111	50	87
Varra Estates	11	0	0	0	0	11	3	2	2
	243	**201**	**666**	**356**	**0**	**1,466**	**138**	**93**	**154**
	429	**302**	**761**	**481**	**380**	**2,353**	**254**	**148**	**234**

*lots unbuilt as indicated in parcel records as of 12/01/13 and periodic site inspections

1/20/2015

Sean McCartney

From: Chris Mestas <CMestas@louisvillefire.com>
Sent: Tuesday, February 03, 2015 7:42 AM
To: Sean McCartney
Subject: Delo Phase 2

Sean-

I have met with Jason Margraf regarding the Delo Phase-2 fire district comments. I have reviewed their corrections and they have satisfied the districts requests. Let me know if you need anything else from me.

Chris Mestas

Fire Marshal

Louisville Fire Protection District

895 West Via Appia

Louisville CO, 80027

303-666-6595 ext.104

cmestas@louisvillefire.com

This email and the attached documents (if any) are intended only for the use of the individual or entity to which they are addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message and the accompanying documents is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone and fully delete the original message and any accompanying documents. Thank you.

December 8, 2014

Justin McClure
Takoda Properties Inc.
21 South Sunset Street
Longmont, CO 80503

Re: Non-Binding Letter of Intent for sale of portion of property located at 1055 E. Lafayette in Louisville, CO

Dear Mr. McClure:

This letter ("Letter of Intent") is a non-binding expression of the basic terms and conditions we propose for the sale and purchase of the Property described below, which may be incorporated into a binding purchase and sale agreement (the "Purchase and Sale Agreement").

1. Seller. Comcast of Colorado I, LLC, f/k/a AT&T Broadband of Northern Colorado I, LLC, f/k/a Comcast Cablevision of Colorado I, LLC, a Colorado limited liability company, FEIN 23-3060748.

2. Buyer. Takoda Properties Inc. ("Takoda"), a Colorado corporation, FEIN 20-1476210.

3. Property. A portion of the property located in the City of Louisville and County of Boulder, State of Colorado, having a street address of 1055 E. Lafayette, said portion being as shown on Exhibit A attached hereto, the legal description of which shall be as agreed by Buyer and Seller once the Survey is completed. The deed from Seller to Buyer shall retain any and all perpetual easements that Seller deems necessary or desirable to continue to operate the Retained Property.

4. Survey. Within ten days after mutual execution and delivery of the Purchase and Sales Contract, Buyer, at Buyer's expense, shall deliver to Seller an ALTA survey (the "Survey") of the Property and of the balance of the property owned by Seller from which the Property is to be subdivided (the "Retained Property"), prepared by a surveyor registered in the State of Colorado and certified to Buyer, Seller, and Title Company. The Survey shall describe the Property's dimensions and the Retained Property's dimensions, and the location of any and all improvements, easements, including fiber and utility lines, rights-of-way and adjacent roadways on and/or to the Property and/or the Retained Property.

5. Purchase Price. $50,000.00, which shall be paid by wire transfer at Closing, subject to applicable adjustments and prorations.

6. Deposit. $25,000.00, payable to the Title Company as escrow agent upon mutual execution and delivery of the Purchase and Sale Agreement (together with any interest thereon, the "Deposit"). The Deposit shall be applied to the Purchase Price at Closing. If Buyer

exercises a termination right granted to it in the Purchase and Sale Agreement, the Deposit shall be returned to Buyer. If Buyer defaults under the Purchase and Sale Agreement, the Deposit shall be paid to Seller.

7. Investigation Period. Buyer shall have 45 days from the mutual execution and delivery of the Purchase and Sale Agreement to complete its due diligence with respect to the Property and to satisfy any other requirement Buyer may have with respect to this purchase (the "Investigation Period"). Buyer shall have the right to terminate the Purchase and Sale Agreement at any time prior to expiration of the Investigation Period, for any reason or no reason.

8. Preparation of Contract. After the mutual execution of this LOI, Seller will delivery to Takoda the first draft of the Purchase and Sale Agreement incorporating the terms outlined herein.

9. Subdivision. Buyer shall have ninety (90) days from the mutual execution and delivery of the Purchase and Sale Agreement to obtain all approvals required for the lawful subdivision of the Property from the Retained Property, at Buyer's sole expense. Seller shall cooperate reasonably with Buyer's efforts to obtain such permits and approvals, at Buyer's sole cost and expense whether or not Buyer succeeds in obtaining all such permits and approvals.

10. Closing. Closing on the purchase and sale shall occur within 30 days following the date the subdivision approvals are obtained.

11. Title Company. Fidelity National Title Insurance Company (the "Title Company"), acting through its office selected by Seller, shall be the title insurer and escrow holder for this transaction.

12. As-Is Condition. The Property shall be conveyed in its "as-is, where-is" condition, without representation or warranty by Seller.

13. Closing Documents. Title to the Property shall be conveyed by special warranty deed or its equivalent, subject only to title matters in effect upon expiration of the Investigation Period. Seller shall also deliver a FIRPTA certificate and a secretary's certificate in Seller's standard form.

14. Adjustments and Expenses. Apportionable expenses shall be pro rated as of the Closing date. Title, subdivision, and survey costs and any transfer taxes and recording fees payable with respect to the sale of the Property shall be paid by Buyer. Buyer shall be responsible for the fees and expenses of all attorneys and other consultants retained by it or by Seller in connection with this transaction, including but not limited to the fees and expenses of Seller's attorneys and other consultants in connecdtion with the negotiation of the Purchase and Sales Agreement and the subdivision of the Property, whether or not Closing occurs, except that Seller shall not responsible for the fees and expenses of Seller's attorneys and other consultants only if the Closing does not occur because of a Seller default under the Purchase and Sales Agreement.

15. Commissions. Each of Seller and Buyer shall represent in the Purchase and Sale Agreement that they have not dealt with any real estate broker or other finder with respect to this transaction other than M. Gregory Bante and David Welker of Jones Lang LaSalle Brokerage, Inc. (the "Broker"). Seller shall be responsible for any real estate commission due Broker in connection with the sale of the Property. Buyer will be responsible for any and all fees due to its broker representative(s) in connection with the sale of the Property.

16. Additional Terms

Buyer agrees to perform the following actions/improvements to the Retained Property within thirty (30) days after Closing, at Buyer's sole cost and expense, all to be more specifically addressed in the Purchase and Sales Agreement:

a. Redirect and bury both the northwest and southeast Comcast fiber lines;

b. Relocate and pave Comcast's parking lot. (DELO estimates that the proposed parking lot will cost approximately $14,259; inclusive of earthwork, 30" curb and gutter, and 4" of asphalt paving.)

c. Build a privacy fence (specifications to be determined by Comcast) surrounding Comcast's building and parking lot;

d. Relocate the generator;

e. Remove/relocate the tower;

f. All other beautification projects on Comcast's property. A final list shall be included in the Purchase and Sale Agreement;

g) Fund all private improvements associated with the proposal and in concert with the Louisville Revitalization Commission (Urban Renewal Authority).

17. Effect of Letter. This Letter of Intent is intended only as a non-binding outline of the major terms and conditions for the sale of the Property and, whether countersigned or not, is not a binding agreement by either party to buy or sell the Property. The obligations of Seller and Buyer to complete the transactions contemplated by this Letter of Intent are subject in all respects to negotiation and mutual execution and delivery of a binding Purchase and Sale Agreement, which shall be prepared by Seller on its standard form. As a result, neither party shall have any legal obligation or liability to the other party with respect to the matters set forth in this Letter of Intent unless and until a mutually agreed upon Purchase and Sale Agreement is fully executed and delivered by both parties. Each party agrees that it is proceeding at its sole cost and expense and that either party may terminate negotiations at anytime and for any or no reason without liability or obligation whatsoever. Neither party shall treat this Letter of Intent as a promise by the other. Neither party shall rely on this Letter of Intent to its detriment or make a claim of promissory estoppel based on this Letter of Intent. This Letter of Intent may be modified or withdrawn by either party at any time.

If the above terms and conditions are acceptable, please have Buyer execute this Letter of Intent where indicated and return it to my attention and Seller will submit a draft of the Purchase and Sale Agreement to you in due course.

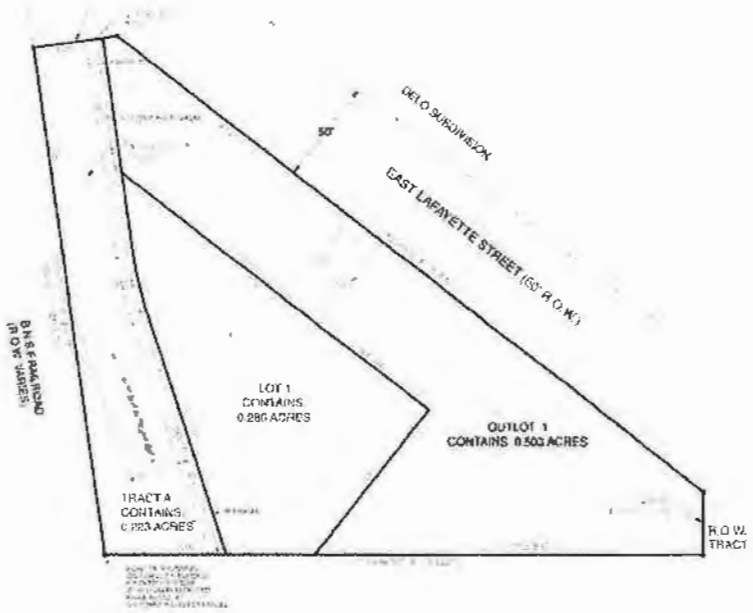
Very truly yours,
Comcast of Colorado I, LLC

By: _____
Name:
Title:

Accepted (non-binding):
Takoda Properties, Inc.

By: _____
Name: DAVID WALDNER
Title: PRESIDENT
Date: 12-8-14

Exhibit A


DELO SUBDIVISION
50'
EAST LAFAYETTE STREET (60' R.O.W.)
B.N.S.F. RAILROAD
(R.O.W. VARIES)
LOT 1
CONTAINS
0.280 ACRES
OUTLOT 1
CONTAINS 0.503 ACRES
TRACT A
CONTAINS
0.223 ACRES
R.O.W.
TRACT

TRANSPORTATION CONSULTANTS, INC.

LSC TRANSPORTATION CONSULTANTS, INC.

1889 York Street
Denver, CO 80206
(303) 333-1105
FAX (303) 333-1107
E-mail: lsc@lscdenver.com

November 3, 2014

Mr. Justin McClure
RMCS, LLC
950 Spruce Street, Suite 2A
Louisville, CO 80027

Re: DELO - Downtown East Louisville
Phases 1, 1A, and 2
Trip Generation Comparison Memo
Louisville, CO
(LSC #130330)

Dear Mr. McClure:

In response to your request, LSC Transportation Consultants, Inc. has prepared this trip generation comparison memorandum for the proposed DELO Phases 1, 1A, and 2 development in Louisville, Colorado.

Table 1 shows the estimated trip generation potential for the previously approved land use from the June, 2013 *DELO Traffic Impact Analysis* by LSC as well as the trip generation potential for the currently proposed land use.

Based on standard ITE trip generation rates, the currently proposed land use could generate about 185 additional vehicle-trips on the average weekday. During the morning peak-hour of adjacent street traffic, about 29 additional vehicle-trips would be generated. During the afternoon peak-hour of adjacent street traffic, about seven additional vehicle-trips would be generated.

* * * * *

We trust our findings will assist you in gaining approval of the proposed DELO - Downtown East Louisville, Phases 1, 1A, and 2 development. Please contact me if you have any questions or need further assistance.

Sincerely,

LSC Transportation Consultants, Inc.

COLORADO LICENSED
CHRISTOPHER S. McGRANAHAN
39018
PROFESSIONAL ENGINEER

By_____
Christopher S. McGranahan, PE, PTOE
Principal

CSM/wc 11-3-14

Enclosures: Table 1

Z:\LSC\Projects\2013\130330-DELO\November-2014\DELO-TripGenComparisonMemo.wpd

Table 1
ESTIMATED TRAFFIC GENERATION COMPARISON
Downtown East Louisville - DELO Phases 1, 1A, and 2
City of Lousiville, Colorado
(LSC #130330; November, 2014)

		Trip Generation Rates[1]					Vehicle - Trips Generated					Percent Internal	External Vehicle - Trips Generated				
		Average	AM Peak Hour		PM Peak Hour		Average	AM Peak Hour		PM Peak - Hour		Capture and	Average	AM Peak Hour		PM Peak - Hour	
Trip Generating Category	Quantity	Weekday	In	Out	In	Out	Weekday	In	Out	In	Out	Alternative Modes	Weekday	In	Out	In	Out
Previously Approved Land Use from June, 2013 DELO TIA by LSC																	
Single-Family Homes	72.0 DU	9.52	0.188	0.563	0.630	0.370	685	14	41	45	27	5%	651	13	38	43	25
Apartments	172.0 DU	6.65	0.102	0.408	0.403	0.217	1,144	18	70	69	37	5%	1,087	16	67	66	35
Office	6.0 KSF	11.03	1.373	0.187	0.253	1.237	66	8	1	2	7	10%	60	7	1	1	7
Restaurants	6.0 KSF	127.15	5.946	4.865	5.910	3.940	763	36	29	35	24	10%	687	32	26	32	21
						Subtotal =	2,658	76	141	151	95		2,484	68	132	142	88
Currently Proposed Land Use - Updated Trip Assignment shown in Updated Figures 5a and 5b																	
TownHomes [2]	60.0 DU [3]	5.81	0.075	0.365	0.348	0.172	349	4	22	21	10	5%	331	4	21	20	10
Apartments [4]	130.0 DU	6.65	0.102	0.408	0.403	0.217	865	13	53	52	28	5%	821	13	50	50	27
Office [5]	22.6 KSF [6]	11.03	1.373	0.187	0.253	1.237	249	31	4	6	28	10%	224	28	4	5	25
Restaurants [7]	11.3 KSF	127.15	5.946	4.865	5.910	3.940	1437	67	55	67	45	10%	1293	60	49	60	40
						Subtotal =	2,900	115	134	146	111		2,669	105	124	135	102
						Net Increase =	**242**	**39**	**-7**	**-5**	**16**	**Net Increase =**	**185**	**37**	**-8**	**-7**	**14**

Notes:
(1) Source: *Trip Generation*, Institute of Transportation Engineers (ITE), 9th Edition, 2012
(2) Land Use No. 230 - Townhouse
(3) DU = Dwelling Units
(4) Land Use No. 220 - Apartment
(5) Land Use No. 710 - General Office Building
(6) KSF = 1,000 square feet
(7) Land Use No. 932 - High-Turnover (Sit-Down) Restaurant

- **DELO Phase II: Resolution No. 6, Series 2015 -** A request for a final subdivision plat and a final planned unit development (PUD) to develop phase 2 of the 14.13 acres within the core project area of the HWY 42 framework plan. The project includes a diversity of housing products, civic spaces, urban plazas, streetscapes and commercial opportunities.
    - Applicant, Owner and Representative: RMCS, LLC.
    - Case Manager: Sean McCartney, Principal Planner

Conflict of Interest and Disclosure:
Tengler works for Comcast in a completely different division. Pritchard says Tengler was able to participate in the preliminary presentation and he does not see any additional conflict. Pritchard defers to Troy Russ, Planning Department. Russ defers to the judgment of Tengler. Tengler does not recuse himself.

Public Notice Certification:
Published in the Boulder Daily Camera on January 25, 2015. Posted in City Hall, Public Library, Recreation Center, Courts, and Police Building on January 26, 2015. Mailed to surrounding property owners and property posted on January 26, 2015.

Staff Report of Facts and Issues:
Sean McCartney presented from Power Point.

- Located east of BNSF railroad, west of Highway 42, south of Griffith Street, and north of South Street (also known as Industrial Area and Caledonia Place Subdivisions)
- Preliminary PUD/plat/SRU for entire development came before Planning Commission on July 11, 2013 and to City Council on August 20, 2013.
- Final Plat/PUD/SRU for DELO Phase 1 and 1A came before Planning Commission on May 8, 2014 and City Council on July 1, 2014. The initial phase included the development of 55 residential townhome units and 1,000 sf of office use to be located in an area bounded by Griffith Street to the north, East Lafayette Street to the south, the Burlington Northern Santa Fe (BNSF) rail road to the west and Cannon Street to the east. It is currently under construction.
- DELO Phase 2 is proposed to involve the development of 135 residential units (5 townhomes and 130 apartments) and approximately 31,066 SF commercial/office uses on a parcel of land bounded by East Lafayette Street to the north and east, South Street to the south, and the BNSF rail road to the west. DELO Phase 2, if approved, would be the final phase of the DELO development project.
- The approved DELO Phase 1 combined with this Phase 2 request, if approved, would represent a total development of 190 residential units (60 townhomes and 130 apartments) and 32,066 sf of commercial/office uses for the DELO development. The combined totals of these requested final development plans would yield a reduction of 54 residential units and an increase of 20,066 sf of commercial/office uses when compared to the approved DELO preliminary PUD.

Land Use	**Preliminary Plat/PUD**	**Final Plat/PUD**	**Change**	**Notes**
Total Res. Units	244	190	- 54	22% decrease
- TH Units	72	60	- 12	17% decrease
- Apt. Units	172	130	- 42	24% decrease
- Studio/1 Bed Apt. units	87	108	+ 21	20% increase
- 2/3 bed Apt. units	85	22	- 63	75% decrease
Commercial	12,000 sf	31,066 sf	+ 20,066 sf	158% increase

- **Streets and Alleys -** DELO Phase 2 completes the formal development of Cannon Street, from the intersection of Griffith Street to the intersection of South Street. Between East Lafayette and South Street, Cannon Street is proposed to be designed as a "Woonerf".
- **Access -** Access to the development will be from Short Street, South Street, Cannon Street, and Front Street (a private roadway) located in DELO Phase 1. Possible future traffic signal at 42 and South Street, which CDOT will warrant.
- **Public Spaces -** There are two primary public open space areas dedicated in this PUD: Nawatny Greenway (Outlot B, Outlot C and westerly portion of East Lafayette Street) and Caledonia Plaza (Outlot A). Through discussions with the developer and City officials, it was decided that both open space areas will be dedicated to the City of Louisville but the developer would be responsible for the maintenance (clean up and mowing) while the City of Louisville would be responsible for the upkeep (repair and replacement) and water. South Street Gateway – pedestrian underpass to connect to Downtown Louisville. Woonerf – pedestrian oriented activated area designed in 60' right of way with larger sidewalk. Caledonia Plaza – public gathering area designed for activity with trellis structures. Nawatny Greenway – designed for drainage/retention basin and/or public active space.
- **Land Use -** Land uses in the mixed use – residential (MU-R) zone district require a minimum mixture of two different land uses for the developments on property larger than five acres in size. To fulfill the requirement, the proposed development is requesting three land uses: residential, commercial and office.

	Use(s)	**# of DU's**	**Height**	**Parking Provided/Required**	**Ratio Per Unit**
Phase 2 – Residential Townhomes	Townhomes	5	Min. 1 stories/35' Max: 3 stories/45' Min: 1	159/131	2.65
	Apartments	130	Min: 2 stories/35' Max: 3 stories/45'	283/171	2.18
Phase 2 - Commercial	Restaurant, Retail, Office	31,066 sf	Min: 1 stories/16'* Max: 3 stories/45'		

** The 1 story component of the commercial building requires a waiver; 2 story is the minimum height allowed.*

- Buildings A, B, and C are similar types with 33 units with 27 studio/1 bedroom, 6 2/3 bedroom units. They are under 45' in height and comply with MUDDSG for height. Component of 43.5' is the stair access for rooftop mechanical. Remainder of structure height is 38-39'. There are 202 shared surface parking spaces. Visitor parking provided on Cannon Street. There are minor changes in elevations between structures. Building A wraparound patios creating "eyes" on public spaces for crime prevention.
- Building C is a stand-alone building with two less units but has 1700 SF activity room/office area on the first floor.
- Building D is commercial structure that requests only one story, housing the office/ retail/restaurant. It will front the South Street underpass.
- **Signs –**
    - **Roof Mounted Sign** – Building D, in Block 13 is a commercial building on Cannon Street and signs are regulated by the Downtown Sign Manual. The

downtown sign manual does not allow signs above the roof line of the building. There is a sign proposed for the roof of the building, above a future restaurant space. The applicant is requesting a roof mounted sign in hopes of creating an iconic sign structure similar to the Empire sign in Downtown Louisville.

- **Monument Sign** – The applicant is requesting a monument sign be placed next to the parking lot, adjacent to Short Street, in Block 14. Because this block is not located facing an arterial, it must use the Downtown Sign Manual. The Downtown Sign Manual does not permit monument signs. The applicant is requesting the monument sign as a gateway sign to the subdivision.

- **SRU –** Staff requesting ground floor residential uses along portions of Cannon to encourage pedestrian interaction, Staff asked for additional treatments such as opening, doors, and architectural bump-outs and variations.
- **Waivers –**

Waiver	**Requirement**	**Request**	**Location**
Street sections	Suburban	Shared Spaces/walkable	Phase 2
Min. Building Height	2 Stories/35'	1 Story/16'	Building D, Block 13
Min. Rear Setback – Accessory Structures	20'	0'	Phase 2
Indoor Eating & Drinking Establishments	Gross Floor Area: 5,000 SF	Gross Floor Area: 6,000 SF	Phase 2
Signs	-No roof mounted -No monument signs in MU-R	-Roof mounted -Monument Sign in MU-R	-Building D, Block 13 -Block 14

- Staff recommends approval of the requested final plat, final PUD, and SRU for Phase 2 of the development called DELO. The proposal will allow for the development of a mixed use project in the Highway 42 Revitalization Area. Staff has determined the waivers are appropriate under LMC Section 17.14.090 and 17.28.120 to allow for an effective development given the location and surrounding land uses.
- Staff recommends the following conditions of approval:
  - *1. The applicant shall continue to work with the City on the specifics of the maintenance of open space and roadways. Final details will be included in the submittal packet prior to City Council.*
  - *2. If an offsite solution cannot be found, staff requires the detention basin and public gathering space, as depicted in DELO Phase 1 and 1A, be located in Outlot B, Outlot C and within the E. Lafayette Street right of way. The basin should be designed to provide stairs, stepping down from Cannon Street through the proposed retaining walls, to make this space more publically interactive. The stairs should be a minimum width of 50 feet along Canon Street, or a mutually support design alternative that is open and accessible.*
  - *3. Should a regional offsite detention basin be created to detain the drainage of the Highway 42 development (including DELO Phase 1/1A and Phase 2), staff requires the applicant reinstate the plans for Nawatny Greenway as depicted in DELO Phase 2 PUD.*
  - *4. The City and applicant shall address the comments listed in the Public Works memo dated February 5, 2015 prior to City Council.*

Commission Questions of Staff:
Moline asks about Building D and waivers. Where will the monument sign be located?
McCartney says Building D is the southern-most building on South Street, intersection of Cannon and South. The monument sign will be located at Building E.
Moline asks how do you move or change some of the uses in the future if warranted? Is the PUD revisited to convert some commercial to residential or to move commercial or office into something that was previously residential?
McCartney answers if there is an impact on parking and additional parking elements. Otherwise, use is permitted by right. PUD does not establish the uses; it establishes the development. If they are asking to reduce the retail and allow for residential, then an SRU is necessary.
Rice asks about McClure's letter submittal. He states that there are 135 residential units in Phase 2 and approximately 31,000 SF of commercial/office. McClure's letter speaks in terms of 113 residential units and 26,000 SF of commercial.
McCartney answers that the initial submittal was for 108 apartment units and 5 townhomes and 21,000 SF commercial. During the review process, McClure increased the overall apartment units and increased the commercial.
Rice asks about Building D being one story. He clarifies that it is located to the north of the South Street area and not adjacent to the transition zone. This end of the building is where the roof-mounted sign will be located. The sign will be lower than the adjacent building.
McCartney answers yes.
Rice clarifies that the parking provided in this plan exceeds all design standards.
McCartney answers yes.
Rice asks about the Public Works City Engineer memo that discusses a much higher level of maintenance for Cannon Street. Rice asks if the PC approves the motion as suggested, will this issue be worked out before the City Council gets it.
Russ answers that the City is working out details on the Woonerf as well as the public spaces. The developer is committed to snow plow the Woonerf but the City will plow Cannon leading to the Woonerf.
Brauneis asks about the Historical Preservation Board's reaction to the demolition of the three buildings.
McCartney answers during the preliminary PUD, the HPB stated that if a building is worthy of retention, that it should be retained on site. During Phase 1 and 1A, the developer agreed to save the "most character" building at 1004 Griffith. It is currently on site and ready to be placed. The HPB also wanted more "nod" to the history of the area and the applicant is naming the Nawatny Greenway for Louis Nawatny who helped create Louisville and Caledonia Plaza which is the one of the original subdivisions in this area.
Brauneis asks about the open space that is City-owned but maintained by the developer. Are there examples currently existing in the City?
McCartney says that in Steel Ranch, there are similar areas. It is more common in newer developments.
Brauneis asks if the City will cover the water expenses for any irrigation of the spaces. How much say does the City have species selection?
McCartney says this proposal went through Horticultural and Forestry Advisory Board (HFAB). They have seen the initial design but they wish to see the final construction drawings to determine if species are compatible with the areas.
Brauneis asks about the primary path for bike travel north to south. Is it Cannon in the Woonerf?
McCartney says the Woonerf is being created as a multi-modal pedestrian and bicycle area.
Russ says that the design of the Woonerf is "self-enforced". All local streets are 25 mph. Because of its design, it can be lower speed. Staff will work with Public Works to find unique

identifiers. Cannon is in the Woonerf to provide the north and south route. The Highway 42 Plan will have an 8' crushed fine trail on the eastern edge from South Boulder Road to Pine, and on the west side, there will be a 6' to 8' sidewalk, as well as bike lanes on Highway 42. There was not enough room for a bike trail along the train corridor.
Brauneis asks about the light from the roof-mounted sign and where it is directed?
McCartney says the applicant can answer the question. Russ answers that if the sign is installed, it will need to follow the lighting standards in the Downtown Sign Manual, which allows neon, backlit, or halo lighting as well as indirect lighting. No cabinet sign or internally lit sign.
Brauneis asks about the off-site water drainage and restoration of the Nawatny Greenway.
McCartney says that when the regional drainage is built, it will be located near the current shop building off Empire. Once it is completed, there will be no need for on-site drainage for this project. The Nawatny Greenway will be constructed as a manicured area with walks and appropriate grades.

Applicant Presentation:
RMCS Inc., Justin McClure, 105 Cherrywood Lane, Louisville, CO
21 South Sunset Street, Longmont, CO (office)
Richard Brew and David Waldner, business partners

- Shows comparative slides of the preliminary and final plans.
- This is an urban renewal area. RMCS is presenting a catalyst redevelopment project with enough size, significance, and quality to set precedence for the entire corridor.
- DELO Plaza (Tebo project) has been submitted for final approval.
- Two acres of public dedication for public enjoyment.
- The Omnibus will be located near the Nawatny Greenway.
- Caledonia Plaza will be designed to blend with the buildings and offer public enjoyment.
- McClure shows two videos. The first one is a core video from 2008 that introduced the concept of the South Street Pedestrian Gateway. The second video shows DELO Phase 2 at completion.
- Applicant presents material boards. Brauneis makes motion to accept material boards, Tengler seconds, and voice vote approval.
- McClure discusses different materials used in the design.
- Roof-mounted sign is located across from the new City parking area. The reason for the sign is to tie in with the iconic signage on Main Street.

Commission Questions of Applicant:
Rice asks about materials and special treatment, what is useful life? What is the grout? Rice has had experience with the 16th Street Mall in Denver which is not "wearing well".
McClure says a typical road section includes concrete curb and asphalt. They are using higher quality materials than found in a typical section. It will be a consistent material choice. There are no colors in the concrete because colors fade and matching is difficult. It is concrete scored in specific patterns.
Russ answers about City maintenance. Typically when public land dedication comes to the City, we maintain it. There is a City base road investment and park investment. The developer is putting in the materials that extend the life of the road. Public Works, Parks, Planning Staff, and the developer have been discussing this situation.
Brauneis asks about black color and heat island effect.
McClure says they looked at it from a heat perspective and maintenance perspective. Asphalt is hotter and colored concrete can be hot. The colors selected are native Colorado colors with no black.
Brauneis asks about the sign being a significant distance to adjacent buildings. There are exterior balconies. He is concerned about neon and the potential of light pollution.

McClure says there are three units that would see the sign. In Downtown Louisville in an urban area, it is traditional and expected. There is no specific lighting package for this sign but prefers to leave neon as an option.
Brauneis asks about the large number of places named “Caledonia” in Louisville. He appreciates the historical tie but wonders if Caledonia Plaza is the right name.
McClure says that this is the Caledonia subdivision established in 1895. He feels it is incredible that they are replatting this subdivision in 2014.
Brauneis asks about the conditions that Staff has recommended. Are you in support.
McClure says they are in full support.
Moline asks about parking. Why did you propose parking amounts above the limits? Do you see any complications with people wanting to go to commercial areas on South Street?
McClure says there is ample parking sitting in back, roughly 307 spaces total. He understands the inconvenience to deliveries and visitors but he thinks the housing fronting the Gateway and South Street Pedestrian Plaza will be attractive.
Tengler asks about parking and large Downtown events such as parades and Street Faire parking.
McClure says yes. It is a public right-of-way. The planned City parking space with 79 spaces can be used for events. 99 spaces are being added by the Cannon Street extension. The Farmers Market has expressed interest in utilizing the Cannon Street Woonerf.
Tengler asks about the single story restaurant and whether it takes the entire northern length of the building.
McClure says yes.
Tengler asks why it is a single story building instead of two story. Is the sign a critical design component?
McClure says they are heavily focused on pedestrian scale. The video he showed illustrates the “broken” look of the development and the residential transition to commercial.

Public Comment:
Jeff Scott, 1032 E. South Street, Louisville, CO.
He is concerned about construction and not being able to park on the street in front of his house. He has two vehicles parked on the street and trailers in the back.
Russ says that the area near those homes will be closed off to vehicular traffic. He will introduce Mr. Scott to Joliette Woodson, project manager, who is working to improve the alley south of South Street. From Cannon Street west, South Street will be closed to vehicles. Russ states that this issue is not related to the DELO Phase 2 project. It is the South Street Gateway Plaza project.

Bob Tofte, 1417 Courtesy Road, Louisville, CO. He is a member of the Louisville Revitalization Commission (LRC). He wishes to state that over the many months and years, it has been rewarding to work with DELO people. They answer every question we’ve asked and gone above and beyond to provide the facts we hoped to get. The LRC fully supports this project. In particular, he is glad the storm drainage will work out. The park will be a great amenity. He lives in the Little Italy area and he is excited to see this come to fruition.

Summary and request by Staff and Applicant:
Staff recommends approval.

Closed Public Hearing and discussion by Commission:
O’Connell is in favor with the four conditions. She is in favor of leaving the sign open to neon and thinks it fits with the character of the surrounding area. If a resident rents or purchases one

of the three units, it may be attractive to them. It is a great project and the thoroughness and thoughtfulness that has gone into it is fantastic from both the Staff and the applicant.
Brauneis appreciates the quality and detail to all of the different decisions that arise. He is in favor. He will not hold it up on the question of neon.
Tengler says it is analogous to someone buying a home next to an airport after it has been built. If a resident chooses an apartment near a sign like that, he/she has made the determination that it is acceptable or desirable. It is an urban environment. He applauds the development team as well as Staff. The presentation was terrific. The project spanned many years and he appreciated the tutorial Staff presented to bring the PC up to speed. The DELO team has done a fantastic job given the level of attention to detail regarding construction materials including concrete. It is remarkable.
Rice was not on the PC when this project first came through, so he was not in the discussion regarding mix of residential versus commercial. He is excited about the introduction of commercial space because it is important to allow for additional revenue opportunities and potential for the City.
Moline says it was good to see the changes from the preliminary to the final project. As a Commission member, he is glad to see it is even better than it was before. The changes are positive and it will be a wonderful addition to the City.
Pritchard is in agreement and support of this project. This is a quality product and it will be well received by this community. In regard to the waiver issues, he feels Louisville is getting the better part of the waivers. Changing heights breaks up the buildings. Regarding the sign, people will live here because they want to and the sign is part of living downtown.

Motion made by Brauneis to approve **DELO Phase II: Resolution No. 6, Series 2015 -** A request for a final subdivision plat and a final planned unit development (PUD) to develop phase 2 of the 14.13 acres within the core project area of the HWY 42 framework plan. The project includes a diversity of housing products, civic spaces, urban plazas, streetscapes and commercial opportunities. Second by Moline. Roll count vote.

Name	Vote
Chris Pritchard	Yes
Cary Tengler	Yes
Steve Brauneis	Yes
Jeff Moline	Yes
Ann O'Connell	Yes
Tom Rice	Yes
Scott Russell	N/A
Motion passed/failed:	Pass

Louisville City Council - Public Hearing

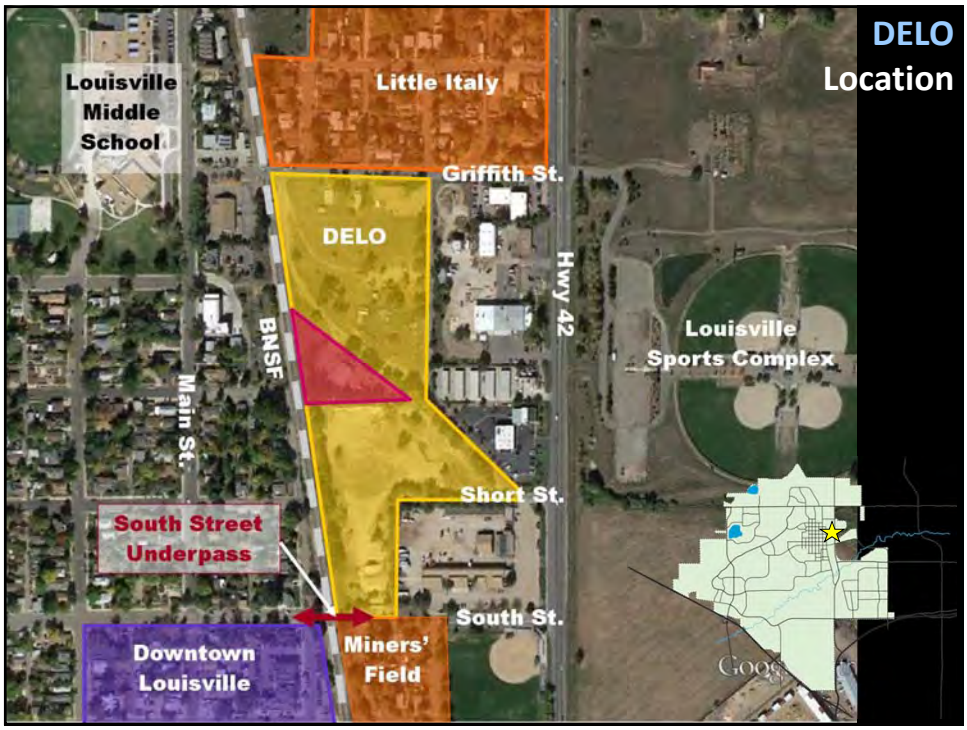
DELO Phase 2

Final Plat, Final PUD, Rezoning, LMC Amendment

Resolution No. 14, Series 2015: Recommending approval of a Final Plat, Planned Unit Development, and Special Review Use (SRU)

Ordinance No. 1682, Series 2015; AN ORDINANCE APPROVING THE VACATION OF A PORTIONS OF THE 50-FOOT WIDE UNIMPROVED RIGHT –OF-WAY DEDICATED TO THE CITY BY THE PLAT OF INDUSTRIAL AREA SUBDIVISION IN THE CITY OF LOUISVILLE.

Prepared by:
Dept. of Planning & Building Safety



DELO
Preliminary Plat, PUD, and SRU

Planning Commission Recommendation
7/11/13

City Council Approval
8/20/13

DELO
Final Plat, PUD, and SRU (phase 1/1A)

Planning Commission Recommendation
May 8, 2014

City Council Approval
July 1, 2014

DELO
Final Plat, PUD, and SRU (Phase 2) - Request

Final Plat, Final PUD and SRU

Regulatory Documents
- Louisville Municipal Code (LMC) – 17.14
- MUDDSG

DELO – Final All Phases
Comparison to Preliminary

Land Use	Pre-Plat / PUD	Final Plat / PUD (1 &2)	Change	Notes
Total Res. Units	244	190	- 54	22% decrease
- Town Home Units	72	60	- 12	17% decrease
- Apt. Units	172	130	- 42	24% decrease
- Studio/1 Bed Apt. units	87	108	+ 21	20% increase
- 2/3 bed Apt. units	85	22	- 63	75% decrease
Commercial	12,000 sf	31,066 sf	+ 19,066 sf	158% increase

DELO (Phase 2)

Final Plat

DELO
Preliminary Plat

Replat of two separate plats:
- Industrial Area Sub (1959)
- Caledonia Place Sub (1890)

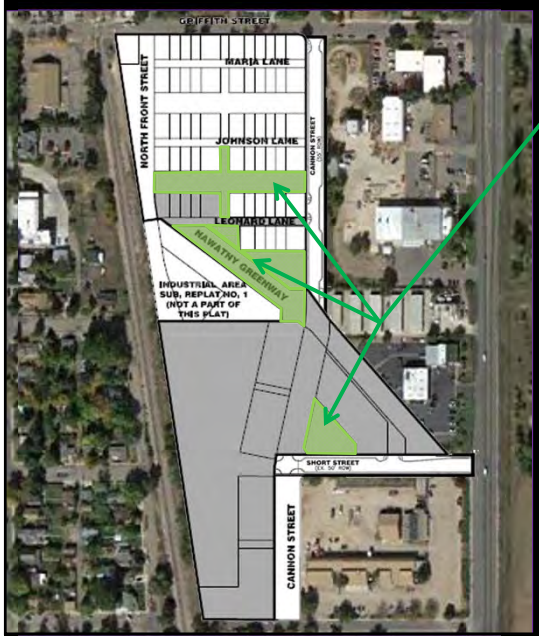
Extends Front and Cannon Street south

Vacates Lafayette Street
- City to retain 50' utility easement

Creates private roads which provide access to housing developments

Creates adequate public spaces that are privately maintained

DELO (Phase 2)
Final Plat



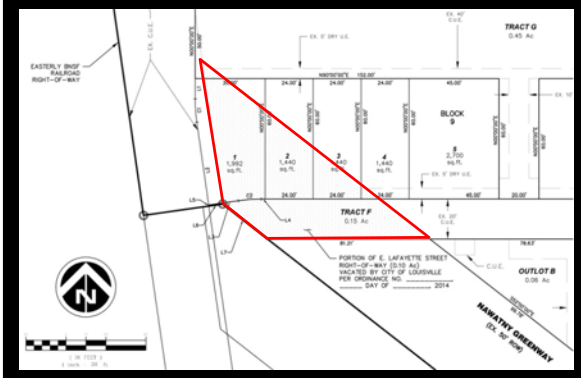
Creates public spaces that are privately maintained

DELO (Phase 2)
Final Plat

Creates public spaces that are privately maintained

City to retain the remainder of E. Lafayette Street for 50' utility easement and public access (greenway)

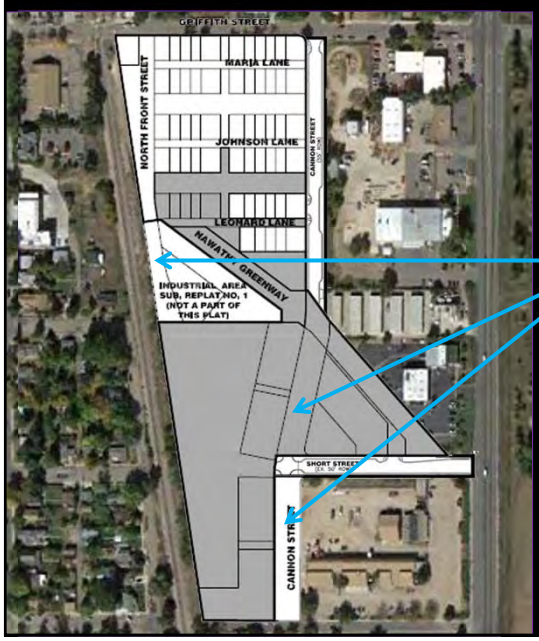
DELO (Phase 2)
Final Plat



Creates public spaces that are privately maintained

Requests City vacate the western portion of E. Lafayette Street

DELO (Phase 2)

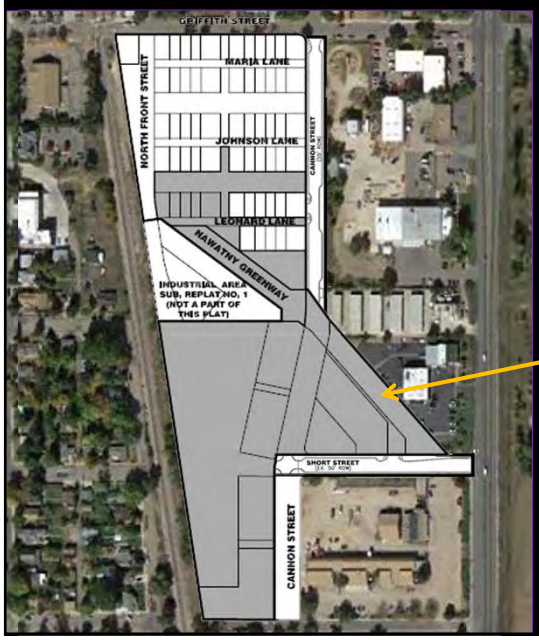


Creates public spaces that are privately maintained

City to retain the remainder of E. Lafayette Street for 50' utility easement and public access (greenway)

Extends North Front and Cannon Street south

DELO (Phase 2)



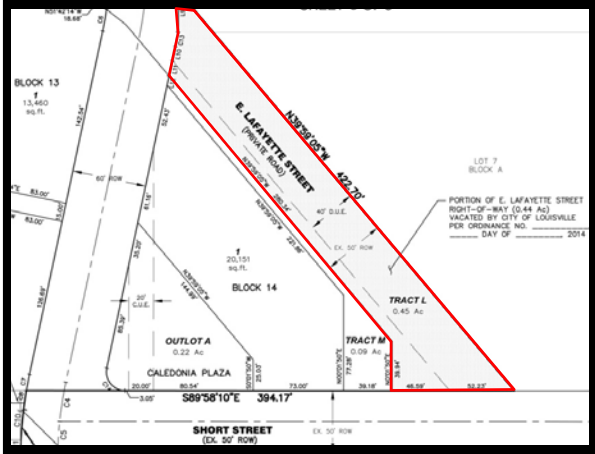
Creates public spaces that are privately maintained

City to retain the remainder of E. Lafayette Street for 50' utility easement and public access (greenway)

Extends North Front and Cannon Street south

Vacates a portion of E. Lafayette Street – retain 50' utility easement

DELO (Phase 2)



Creates public spaces that are privately maintained

City to retain the remainder of E. Lafayette Street for 50' utility easement and public access (greenway)

Extends North Front and Cannon Street south

Vacates a portion of E. Lafayette Street – retain 50' utility easement

DELO (Phase 2)

Final PUD

DELO
Preliminary PUD

244 residential units
- (19 DU/Acre)

12,000 SF commercial/office

2 acres of public open space

Inclusion of pedestrian plazas and new roadways

Development requires the demolition of 4 existing structures (3 of which are 50 years or older)

Divided into 3 Development Areas for ease of review

DELO (Phase 2)
Final PUD

190 residential units
(15 units an Acre)
less 54 units from Preliminary

31,066 SF commercial/office
plus 19,000 SF from Preliminary

2 acres of public open space

Inclusion of pedestrian plazas and new roadways

DELO (Phase 2)
Final PUD

- 5 Townhome Units
- 130 Apartments/Condos
- 2.25 parking spaces/unit
  - 228 req'd
  - 244 surface provided
  - 63 addt'l on-street
- Provides the following design attributes:
  - Street network enhancements
  - Articulated, street oriented architecture
  - Transitions for existing neighborhoods
  - Public spaces

DELO (Phase 2) Final PUD

Phase 2	Required	Proposed
Min. Lot Width	40’	40’
Min. Lot Coverage	40%	40%
Min. Landscape Coverage	10%	10%
Max. Footprint	10,000 SF	15,000 SF
Max. Length along street	200’	200’
Min. % of street frontage	70%	70%
Building setbacks		
Min. & max. street setback (principal use)	Min. 0’ - Max: 10’	Min.: 0’, Max.: 10’
Min. side yard setback (principal and accessory uses)	0’	0’
Min. rear yard setback (principal uses)	20’	20’
Min. rear yard setback (accessory uses)	5’ (lane)	0’ (lane)
Maximum Building Height		
Principal Uses	Min: 2 stories/35’ Max: 3 stories/45’	Min: 1 story/16’ Max: 3 stories/45’
Accessory Uses	20’	20’

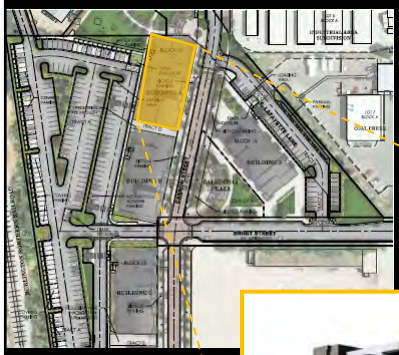
Yellow denotes waivers requested for the apartments

Blue denotes waivers requested for the commercial / office building

DELO (Phase 2) Final PUD

Building A – Apartment/Condo

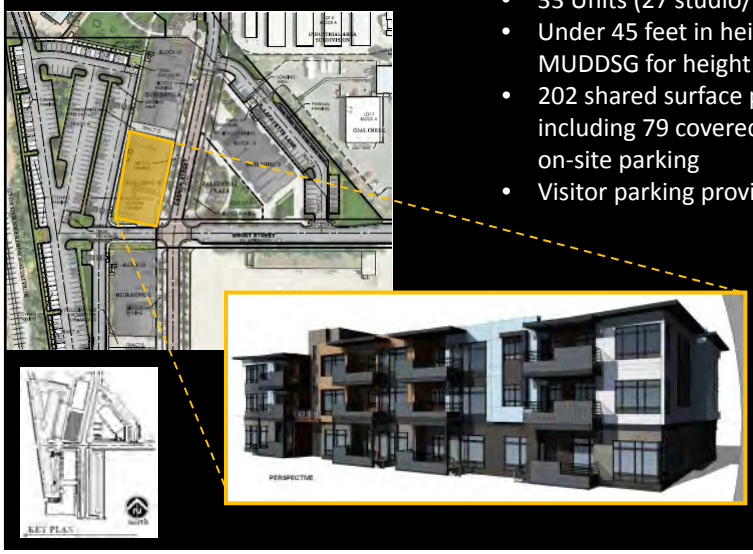
- 33 Units (27 studio/1bdr)
- Under 45 feet in height; complies with MUDDSG for height
- 202 shared surface parking spaces, including 79 covered spaces, provide on-site parking
- Visitor parking provided on Cannon St.



DELO (Phase 2)
Final PUD

Building B – Apartment/Condo

- 33 Units (27 studio/1bdr)
- Under 45 feet in height; complies with MUDDSG for height
- 202 shared surface parking spaces, including 79 covered spaces, provide on-site parking
- Visitor parking provided on Cannon St.



DELO (Phase 2)
Final PUD

Building C – Apartment/Condo

- 33 Units (27 studio/1bdr)
- Under 45 feet in height; complies with MUDDSG for height
- 202 shared surface parking spaces, including 79 covered spaces, provide on-site parking
- Visitor parking provided on Cannon St

DELO (Phase 2)
Final PUD

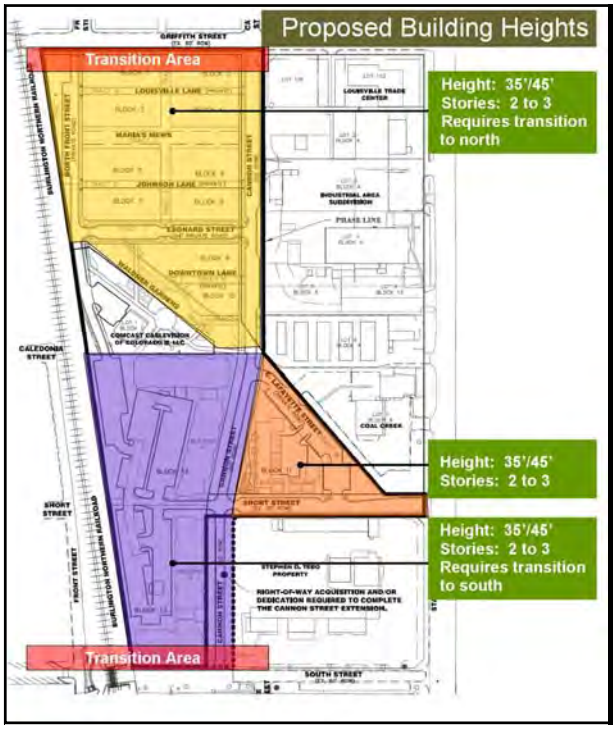
Building E – Office/Retail/Restaurant

- 31 Units (27 studio/1bdr)
- 1700 SF activity room/offices
- Under 45 feet in height; complies with MUDDSG for height
- On-site parking provided in 42 surface parking spaces
- Visitor parking provided on Cannon Street

DELO (Phase 2)
Final PUD

Building D – Commercial

- 31,066 SF office/retail/restaurant
- Under 35 feet in height; complies with MUDDSG for height and transition to nearby residential
- 202 shared surface parking spaces
- Additional customer parking provided on Cannon Street
- Fronts woonerf and South Street Underpass



DELO (Phase 2)
Height and Transition

DELO (Phase 2)
Public Space

DELO (Phase 2)
Public Space - South Street Gateway (Underpass)

Outdoor Dining

South Street Gateway

DELO (Phase 2)
Public Space – Woonerf

- Maintained by HOA (cleaning, snow removal, etc.)
- Repair and Replacement by the City

DELO (Phase 2)
Public Space – Caledonia Plaza

- Urban Plaza
- Landscaping, benches, trellis structure
- Maintained by HOA
- Repair and Replacement by the City

DELO (Phase 2)
Public Space – Nawatny Greenway

- Maintained by HOA
- Repair and Replacement by the City

- If no offsite detention, the space will be a drainage basin/public space
- Drainage basin
- Public Access – stairs along Cannon Street

DELO (Phase 2)

Access

DELO

Preliminary PUD - Access

3 Primary points of access from Highway 42
- Griffith Street
- Short Street
- South Street

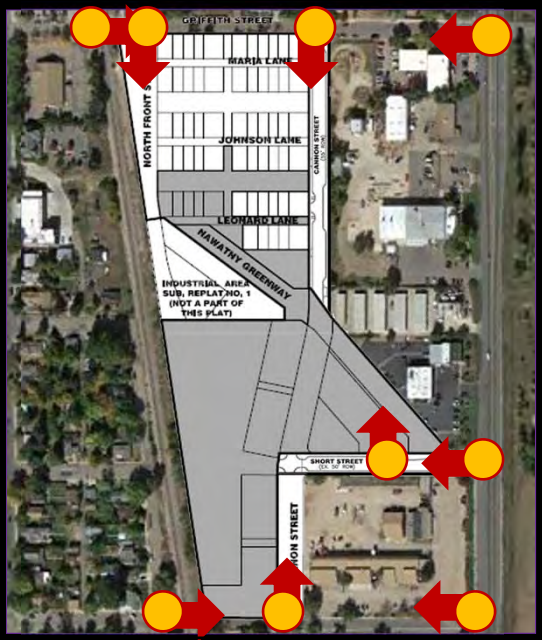
There is a signal planned for Short Street (when warranted)

There is also an access from Main Street along Griffith St.

4 secondary access points off the primary access points
- 2 on Griffith Street
- 1 on Short Street
- 1 on South Street

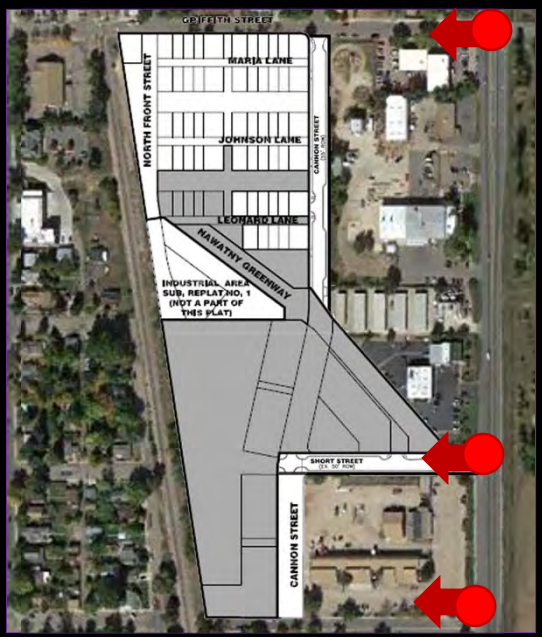
South Street Underpass

DELO (Phase 2)
Final PUD - Access



All access points for the Final PUD remain the same from the Preliminary PUD

DELO (Phase 2)
Final PUD - Access



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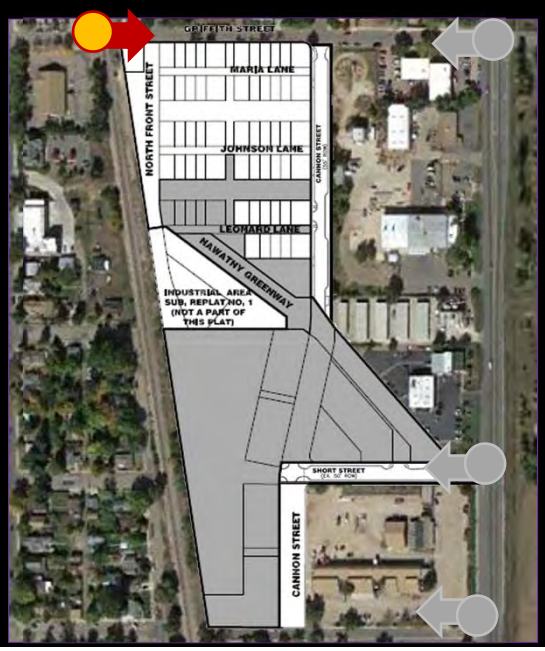

DELO (Phase 2)
Final PUD - Access

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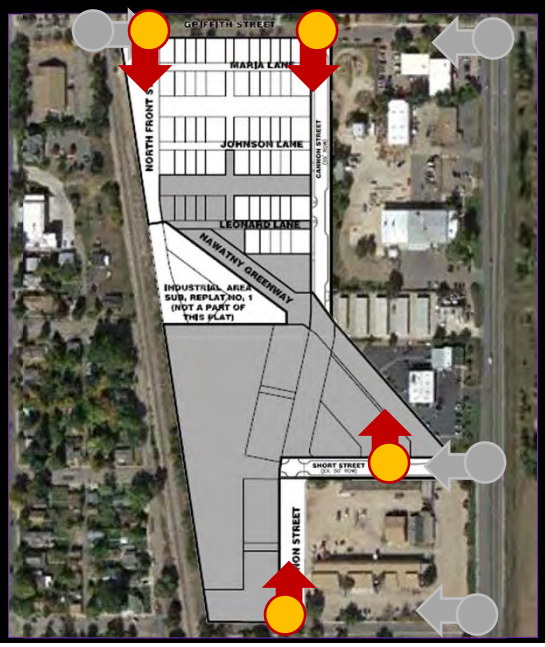

DELO (Phase 2)
Final PUD - Access

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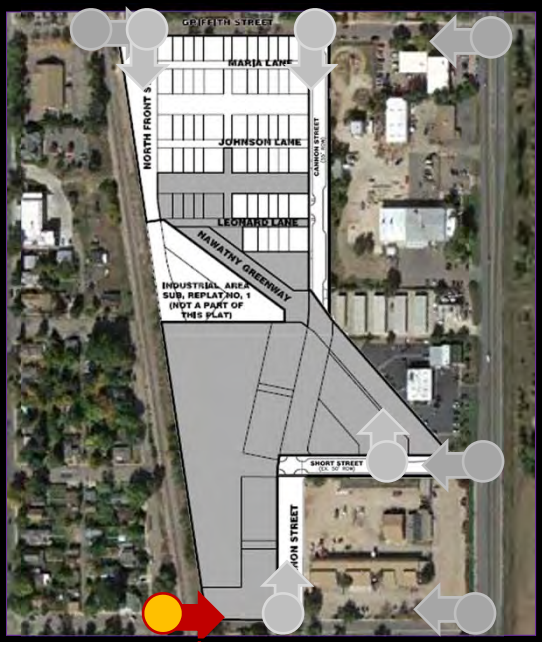
DELO (Phase 2)
Final PUD - Access



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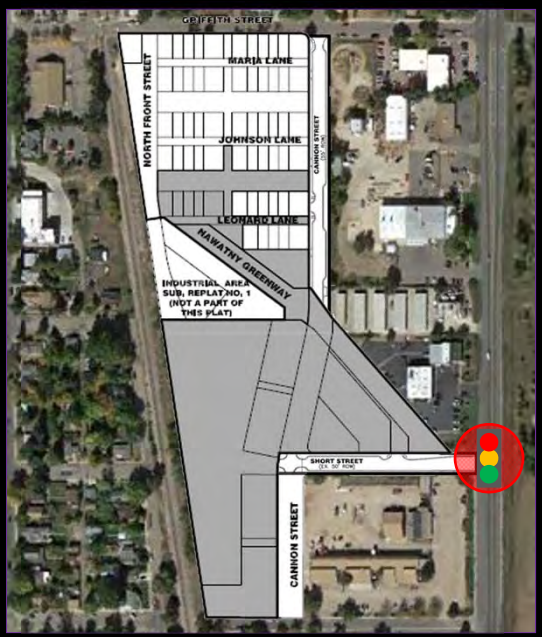
- 1 on Short Street
- 1 on South Street

South Street Underpass

DELO (Phase 2)
Final PUD - Traffic



Project will coincide intersection improvements to short and Highway 42 (begins 2015)

Maintains Existing LOS

2,484 total vehicle trips
Morning: 68 enter/132 exit
Evening: 142 enter/88 exit

Walkable Community Concept

Signal at Short Street will benefit ingress and egress for entire district

DELO (Phase 2)
Final - Special Review Use

DELO (Phase 2)
SRU - Purpose

SPECIAL REVIEW USE

- Preliminary PUD requested ground floor residential
- MUDDSG permits ground floor residential as an SRU
- Purpose for the SRU is to create performance standards
- The purpose is to ensure high quality pedestrian environment
- Preliminary submittal established architectural design standards (performance standards) for ground floor architecture
- Horizontal and Vertical variations were established

DELO – SRU Architectural Design Conditions

Street Facing Façade:

- Bump outs
- Varied roof line
- Varied colors
- Varied materials
- Front porches
- 56% openings
- Pedestrian oriented

Open Space Facing Facade:

- The same attributes above are used for Open Space facing facades

SRU Design Conditions

HORIZONTAL VARIATION

✓ a. Vary the horizontal plane of a building to provide visual interest and enrich the pedestrian experience, while contributing to the quality and definition of the street wall.

✓ b. Horizontal variation should be of an appropriate scale and reflect changes in the building function, structure, and materials.

✓ c. Avoid extensive blank walls that would detract from the experience and appearance of an active streetscape.

✓ d. Provide well-marked public and private entrances to cue access and use through compatible architectural and graphic treatments.

✓ e. Provide operable doors and windows on the ground floor street front of buildings.

✓ f. Main residential building entrances should read differently from retail storefronts, restaurants, and commercial entrances.

SRU Design Conditions

VERTICAL VARIATION

a. Employ a different architectural treatment on the ground floor façade than on the upper floors, and feature high quality materials that add scale, texture and variety at the pedestrian level.

b. Vertically articulate the street wall façade, establishing different treatment for the building's base and upper floors.

c. Use balconies, fenestration, or other elements to create an interesting pattern of projections and recesses.

e. Provide an identifiable break between the building's ground floors and upper floors. This break shall include a change in material, change in fenestration pattern or similar means.

f. Provide more fenestration on the ground floor than upper floors.

DELO (Phase 2)

Waivers

DELO (Phase 2)
Waivers

Waiver	Requirement	Request	Location
Street sections	Suburban	Shared Spaces/walkable	Phase 2
Min. Building Height	2 Stories/35’	1 Story/16’	Building D, Block 13
Min. Rear Setback – Accessory Structures	20’	0’	Phase 2
Indoor Eating & Drinking Establishments	Gross Floor Area: 5,000 SF	Gross Floor Area: 6,000 SF	Phase 2
Signs	-No roof mounted -No monument signs in MU-R	-Roof mounted -Monument sign in MU-R	-Building D, Block 13 -Block 14

Street Sections

Section 16.16.030.O.1 of the LMC requires a collector right of way width of 60 feet. In this submittal the applicant is proposing a right of way width of 60 feet for Cannon Street which narrows the curb to curb distance from 38 feet to 34 feet. *Makes for a more walkable street design.*

Min. Rear Setback

The intent of the 20’ rear setback requirement was to require ground floor retail to have parking behind the building.

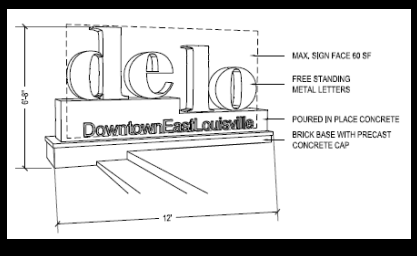
DELO (Phase 2)
Waivers

Roof mounted sign

- Signs must comply with Downtown Sign Manual
- Variance requested to allow for a sign to be placed above the roof line
- Complies with area calculations established in Downtown

Monument Sign

- Signs must comply with Downtown Sign Manual
- Variance requested to us CDDSG
- Complies with CDDSG area and height



DELO (Phase 2)
Waivers

Sec. 17.14.090.A.2.b.i. of the LMC

Waivers to the MUDDSG are permitted "if the decision-making body finds that the proposed development represents an improvement in site and building design over that which could be accomplished through strict compliance with otherwise applicable district standards."

Although Sec. 17.14.090.A.2.b.ii.c. of the LMC states street design standards may not be waived or modified, however, Sec. 1.4B (of Appendix A) states "On a case by case basis, the City may approve alternative street design that varies from the City's adopted public street cross sections, based on the City's consideration of the proposed intensity of vehicle and pedestrian use…"

DELO (Phase 2)
Recommendation

DELO (Phase 2)
Recommendation

Staff recommends approval of the requested SRU, final plat, and final PUD for the development called DELO Phase 2.

Staff has determined the waivers are appropriate under LMC Section 17.14.090 to allow for an effective development given the location and surrounding land uses.

DELO (Phase 2)
Recommendation

Staff recommends the following conditions of approval:

1. *The applicant shall continue to work with the City on the specifics of the maintenance of open space and roadways. Final details will be included in the submittal packet prior to City Council.*
2. *If an offsite solution cannot be found, staff requires the detention basin and public gathering space, as depicted in DELO Phase 1 and 1A, be located in Outlot B, Outlot C and within the E. Lafayette Street right of way. The basin should be designed to provide stairs, stepping down from Cannon Street through the proposed retaining walls, to make this space more publically interactive. The stairs should be a minimum width of 50 feet along Canon Street, or a mutually support design alternative that is open and accessible.*

DELO (Phase 2)
Recommendation

Staff recommends the following conditions of approval (continued):

3. *Should a regional offsite detention basin be created to detain the drainage of the Highway 42 development (including DELO Phase 1/1A and Phase 2), staff requires the applicant reinstate the plans for Nawatny Greenway as depicted in DELO Phase 2 PUD.*
4. *The City and applicant shall address the comments listed in the Public Works memo dated February 5, 2015 prior to City Council.*

Dawn Burgess

From: Lehmann, Jon <Jon_Lehmann@cable.comcast.com>
Sent: Friday, March 06, 2015 11:19 AM
To: Sean McCartney
Cc: Justin McClure; Aaron DeJong; Davis, Andy
Subject: Comcast, DeLo and the City of Louisville

Sean,

I was asked by Justin to send you a quick note expressing Comcast's continued intent to work with DeLo and the City of Louisville in the redevelopment of the land surrounding our headend. We've been working with both DeLo and the City over the past two years and look forward to continuing that relationship. We are currently drafting a Purchase and Sale Agreement to be presented to DeLo in the immediate future. There are many moving parts and I am very hopeful that we will have a document to share soon.

Please let me know if you have any further questions or concerns.

Sincerely,

Jon Lehmann

Director, Government & Regulatory Affairs

Comcast Cable Corporation

1899 Wynkoop Street, Suite 550

Denver, CO 80202

303-880-7032 cell

303-603-2062 office

303-603-2077 fax

jon_lehmann@cable.comcast.com

SUBJECT: **DISCUSSION/DIRECTION/ACTION - SOUTH BOULDER ROAD COMMUNITY SURVEY RESULTS AND QUESTIONS FOR McCASLIN BOULEVARD SURVEY**

DATE: **MARCH 17, 2015**

PRESENTED BY: **TROY RUSS, PLANNING & BUILDING SAFETY DIRECTOR**
SCOTT ROBINSON, PLANNER II

SUMMARY:

On October 7, 2014, City Council approved conducting statistically relevant City-wide "character surveys" for the South Boulder Road and McCaslin Boulevard Small Area Plans. Staff worked with Cuningham Group and the National Research Center to develop questions for the South Boulder Road survey which were approved by Council on November 18, 2014. The South Boulder Road survey has been completed and the results were presented to Council on March 3rd, 2015.

During that same meeting staff presented the draft of questions for the McCaslin Boulevard survey. During that meeting Council asked staff to develop additional questions to gauge public sentiment toward allowing residential uses in specific locations in the McCaslin corridor and other approaches to promoting desired development. Staff, working with NRC, proposes the following questions:

7. Thinking about the items in question 6 above you feel there are not enough of, to what extent do you support or oppose the City providing each of the following types of incentives to encourage the different types of developments and uses mentioned above?

	Strongly support	Somewhat support	Somewhat oppose	Strongly oppose	Don't know
Sales and use tax rebates	1	2	3	4	5
Public infrastructure support for streets, sidewalks, parks, etc.	1	2	3	4	5
Grants for building improvements	1	2	3	4	5
Building height or density bonuses	1	2	3	4	5
Allow some residential units in certain areas currently zoned for commercial uses	1	2	3	4	5

8. In which areas of McCaslin Boulevard do you support each of the following types of residences, if any? (Mark all that apply.)

	Colony Square/ RTD Park'n'Ride	Sam's Club	North/West of Centennial Pkwy	None/ no where
Detached single family homes	❑	❑	❑	❑
Duplexes/townhomes	❑	❑	❑	❑
Apartments/condominiums	❑	❑	❑	❑
Mixed-use buildings (apartments/condos above retail/commercial)	❑	❑	❑	❑

Question seven asks about what tools and incentives respondents would support the City using to attract desired uses. Staff believes question seven could provide valuable information, but is concerned it may not be possible to clearly convey the intent of the question in the space available on the survey.

Question eight asks what type of housing, if any, respondents would support at different locations in the corridor. Staff believes question eight could also provide valuable information, but staff is also concerned the question may be perceived as suggesting the possibility of uses that contradict the Comprehensive Plan, which allows for the possibility of residential on the Sam's Club site, but nowhere else in the McCaslin Corridor. If Council shares this concern, staff believes question seven and the other questions in the survey would provide enough information to determine if residential uses should be allowed.

NRC has indicated that there is enough room in the survey to add one question without having to remove an existing question, but adding both questions would require the removal of a different question. If Council wishes to add both new questions, staff recommends removing question five from the existing survey, as it more or less stands alone and relates less to the other questions.

The remaining McCaslin Boulevard survey questions are largely the same as the South Boulder Road questions. In brief, the following changes have been made from the South Boulder Road survey to reflect the different environment in the McCaslin Boulevard corridor:

- Changes in the uses described in questions 3 and 4.
- Addition of "Entertainment (theater)" in question 6.
- Combining medical offices and professional services into one item in question 6.
- Addition of "Warehouse/Industrial flex space" in question 6.
- Addition of "Open space" in question 6.
- New photos for 1A, 1B, 1C, 1D, 2A, 2B, 2C, 3D, 4C, 4D, 5C, 6A, 7B, 8A, 8B, and 9A.

WORK PLAN:
The goal of the small area planning work is to develop land use and public infrastructure plans that have broad community support and provide reliable roadmaps for both public and private investments in these important corridors. The work will use the Comprehensive Plan as a foundation on which to develop, through a very public process, specific zoning amendments and possibly design requirements intended to preserve and promote what the community wants to see in these areas.

These statistically significant "character surveys" will be employed to help City Council understand what community design aspects (setbacks, limits on height, building bulk /

scale, parking, and landscaping) and land uses (retail, commercial, mixed-use, residential and parkland) residents want these Small Area Plans to enable.

The surveys are a key component of the City Council endorsed Public Participation, Community Engagement, and Communication Strategy for the Small Area Plans. Each survey will be mailed to 1,200 randomly selected Louisville households and is expected to yield a 4% to 6% margin of error. The South Boulder Road survey had 380 responses, resulting in a 5% margin of error.

The mailed survey consists of a one-page introductory letter, two pages of text questions, and nine pages of photo based questions. The text questions ask about general opinions of different aspects of the corridor and about how the respondents use and interact with the corridor. They also ask about land use categories the respondents would like to see more or less of, and some basic demographic questions. The photo questions present different building and public space forms and placements and ask respondents to rate each alternative for its appropriateness in the study area.

The results of the survey will be used in developing alternative scenarios for the study area. The alternatives will be analyzed by staff and reviewed and revised by Planning Commission and City Council before a preferred alternative is selected by Council to serve as the basis for the final plan.

FISCAL IMPACT:
The survey as proposed falls under the previously amended contract and will have no additional fiscal impact.

RECOMMENDATION:
Staff asks for Council direction on any desired changes to the proposed survey questions and related information.

ATTACHMENT(S):
1. Introductory letters (advance notice card, initial and follow-up letters)
2. Draft survey questions (questions discussed above will need to be added)

Dear Louisville Resident,

It won't take much of your time to make a big difference!

Your household has been randomly selected to participate in a survey about the development of McCaslin Boulevard. Even if you don't live in the area, we still want to hear from you. Your survey will arrive in the mail in a few days.

If you prefer, you can complete the survey online at (please enter the address exactly as it appears here):

www.n-r-c.com/survey/louisvillemcb.htm

To complete the survey online, please enter the access code printed above the word "RESIDENT" on the other side of the postcard. **Your responses are completely confidential and will be reported in group form only.**

Thank you for helping create a better Louisville.

Sincerely,

Robert P. Muckle, Mayor
City of Louisville

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Sincerely,

Robert P. Muckle, Mayor
City of Louisville

City of Louisville
749 Main Street ● Louisville, CO 80027

Presorted
First Class Mail
US Postage
PAID
Boulder, CO
Permit NO. 94

City of Louisville
749 Main Street ● Louisville, CO 80027

Presorted
First Class Mail
US Postage
PAID
Boulder, CO
Permit NO. 94

City of Louisville
749 Main Street ● Louisville, CO 80027

Presorted
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Permit NO. 94

City of Louisville
749 Main Street ● Louisville, CO 80027

Presorted
First Class Mail
US Postage
PAID
Boulder, CO
Permit NO. 94

City of Louisville

749 Main Street
Louisville, CO 80027
303.335.4596
FAX 303.335.4550

Dear City of Louisville Resident:

Please help us shape the future of Louisville and the McCaslin Boulevard corridor. As part of the City's McCaslin Boulevard Small Area Plan process, we are trying to determine the community's vision and desired uses for the area. The enclosed survey shows different possibilities for the area and we want to know what you think it should look like. Even if you live outside the McCaslin Boulevard corridor, we still want to hear from you.

Your participation in this survey is very important – especially since your household is one of only 1,200 Louisville households being surveyed.

A few things to remember:

- **Your responses are completely confidential.**
- In order to hear from a diverse group of residents, the adult 18 years or older in your household who most recently had a birthday should complete this survey.
- **You may return the survey by mail in the enclosed postage-paid envelope, or you can complete the survey online at (please type the address exactly as it appears):**

  www.n-r-c.com/survey/louisvillemcb.htm

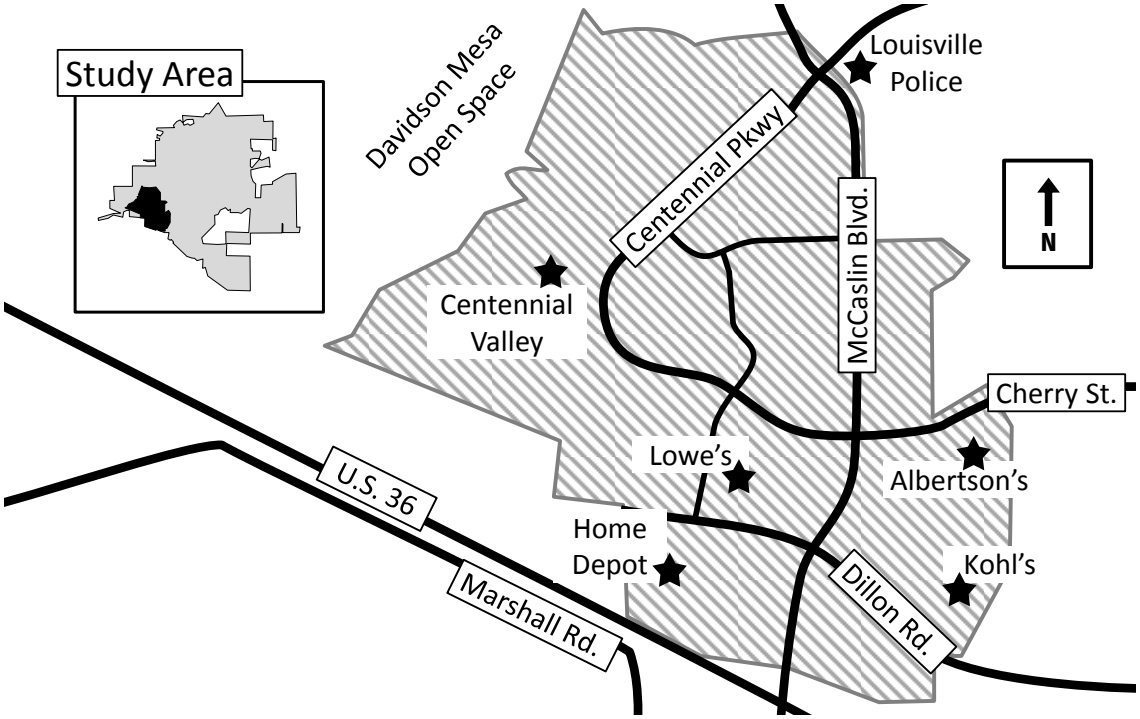
If you choose to complete the survey online, please enter the access code printed at the top of this letter. If you have any questions about the survey please call 303-335-4596.

Thank you for your time and participation.

Sincerely,

Robert P. Muckle, Mayor

Map of Study Area



City of Louisville

749 Main Street
Louisville, CO 80027
303.335.4596
FAX 303.335.4550

Dear City of Louisville Resident:

Here's a second chance if you haven't already responded to the survey about the McCaslin Boulevard Small Area Plan in Louisville. **(If you completed it and sent it back, we thank you for your time and ask you to recycle this survey. Please do not respond twice.)**

The survey shows pictures of what the McCaslin Boulevard area could look like and asks you what you would prefer to see. Even if you live outside the McCaslin Boulevard corridor, we still want to hear from you. Don't miss this opportunity to provide input about an important area in our city. Your participation in this survey is very important – especially since your household is one of 1,200 Louisville households being surveyed.

A few things to remember:

- **Your responses are completely confidential.**
- In order to hear from a diverse group of residents, the adult 18 years or older in your household who most recently had a birthday should complete this survey.
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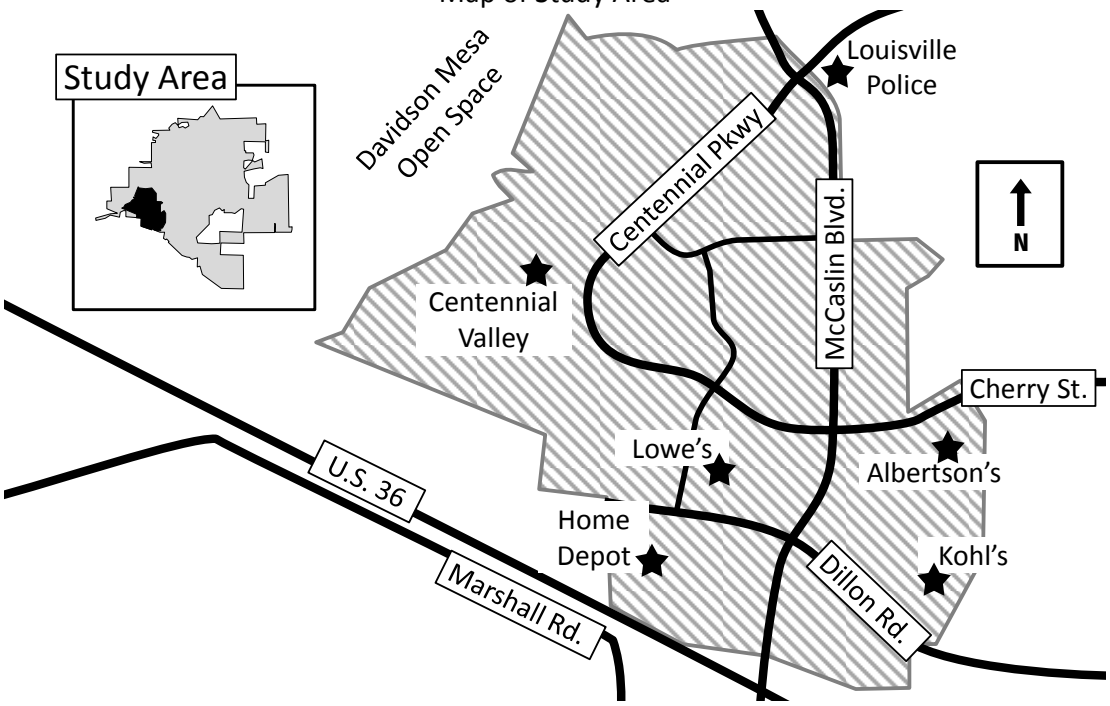


Please circle the response that most closely represents your opinion for each question. Your responses are confidential and will be reported in group form only.

1. Please rate each of the following for Louisville (City-wide):

	QUALITY				
	Excellent	Good	Fair	Poor	Not familiar
Overall quality of life	1	2	3	4	5
Overall economic health	1	2	3	4	5
Variety of housing options	1	2	3	4	5
Availability of affordable quality housing	1	2	3	4	5
Overall quality of shopping and dining opportunities	1	2	3	4	5
Overall quality of parks, trails and open spaces	1	2	3	4	5
Ease of travel by car	1	2	3	4	5
Ease of travel walking	1	2	3	4	5
Ease of travel by bicycle	1	2	3	4	5
Ease of travel by bus	1	2	3	4	5
Sense of safety traveling throughout the city	1	2	3	4	5
Physical condition of commercial buildings	1	2	3	4	5
Physical condition of residential buildings	1	2	3	4	5

2. First, please rate the quality of each of the following aspects or characteristics as they relate to the McCaslin Boulevard study area (shown in the letter). Then, please tell us how important to you, if at all, it is that the City attempt to improve each of the following in the McCaslin Boulevard study area.

	QUALITY					IMPORTANCE				
	Excellent	Good	Fair	Poor	Not familiar	Essential	Very important	Somewhat important	Not at all important	Not familiar
Variety of housing options	1	2	3	4	5	1	2	3	4	5
Availability of affordable quality housing	1	2	3	4	5	1	2	3	4	5
Overall quality of shopping and dining opportunities	1	2	3	4	5	1	2	3	4	5
Overall quality of parks, trails and open space	1	2	3	4	5	1	2	3	4	5
Ease of travel by car	1	2	3	4	5	1	2	3	4	5
Ease of travel walking	1	2	3	4	5	1	2	3	4	5
Ease of travel by bicycle	1	2	3	4	5	1	2	3	4	5
Ease of travel by bus	1	2	3	4	5	1	2	3	4	5
Sense of safety traveling through the corridor	1	2	3	4	5	1	2	3	4	5
Physical condition of commercial buildings	1	2	3	4	5	1	2	3	4	5
Physical condition of residential buildings	1	2	3	4	5	1	2	3	4	5

3. Which, if any, of the following applies to you in relation to the McCaslin Boulevard study area? (Mark all that apply.)

- ❑ I live in the area (see map in attached letter)
- ❑ My child attends daycare/preschool
- ❑ I walk or bike in the area
- ❑ I shop/dine in the area
- ❑ I use medical/professional services in the area
- ❑ I only travel through the area
- ❑ I work in the area
- ❑ None of the above

4. In a typical month, how many times, if at all, do you visit each of the following?

	Never	1-3 times a month	Once a week	Multiple times a week	Daily
Centennial Valley office park	1	2	3	4	5
Businesses south of Dillon (Home Depot, Cinebarre, hotels)	1	2	3	4	5
Businesses between Dillon & Cherry, west of McCaslin (Lowes/Carrabbas)	1	2	3	4	5
Businesses between Dillon & Cherry, east of McCaslin (Albertsons/Kohl's)	1	2	3	4	5
Businesses north of Cherry (Walgreens, Via Toscana, Starbucks)	1	2	3	4	5
RTD station/Park'n'Ride	1	2	3	4	5
Davidson Mesa Open Space	1	2	3	4	5

5. First, tell us how many times in a typical month, if at all, you travel through the study area using each of the following modes. Then, please indicate if you'd like to use each mode more, the same amount or less in the study area.

	Never	1-3 times a month	Once a week	Multiple times a week	Daily	Use more	Use the same	Use less
In a car	1	2	3	4	5	1	2	3
In a bus	1	2	3	4	5	1	2	3
On a bicycle	1	2	3	4	5	1	2	3
Walking	1	2	3	4	5	1	2	3

6. Please indicate whether you feel that there are too many, the right amount or not enough of each of the following in the McCaslin Boulevard study area:

HOUSING OPPORTUNITIES	Too many	Right amount	Not enough	Not familiar
Housing for singles / couples (apartments, townhomes, smaller duplex, single-family)	1	2	3	4
Housing for families with children (smaller duplex, single-family)	1	2	3	4
Housing for seniors (smaller one-level single-family house, apartments with elevators)	1	2	3	4
Affordable (subsidized) housing	1	2	3	4
Live/work (combined living and working spaces)	1	2	3	4
SHOPPING AND DINING OPPORTUNITIES				
Restaurants, cafes, coffee shops, pubs/bars	1	2	3	4
Neighborhood shops (dry cleaners, barbers/beauty salon, etc.)	1	2	3	4
Community shops (grocery store, drug store, etc.)	1	2	3	4
Regional shops, such as big box retailers	1	2	3	4
Entertainment (theater)	1	2	3	4
BUSINESS AND PROFESSIONAL SERVICE OPPORTUNITIES				
Work-share spaces	1	2	3	4
Health clinics / medical offices	1	2	3	4
Medical/Professional services (doctors, lawyers, accountants, etc.)	1	2	3	4
General business offices (corporate offices, etc.)	1	2	3	4
Warehouse/Industrial flex space	1	2	3	4
Research and development	1	2	3	4
PARKS AND PUBLIC SPACES				
Bike and pedestrian amenities/recreational trails	1	2	3	4
Small "Parklets" / plazas	1	2	3	4
Neighborhood parks (like Cottonwood Park)	1	2	3	4
Regional park (like Community Park)	1	2	3	4
Open space	1	2	3	4
Indoor community gathering space (arts center, community center, etc.)	1	2	3	4
Outdoor community gathering space (amphitheater, commons, etc.)	1	2	3	4

The following questions are about you and your household. Again, all of your responses to this survey are completely confidential and will be reported in group form only.

D1. Which best describes the building you live in?

- ❑ One family house detached from any other houses
- ❑ Building with two or more homes (duplex, townhome, apartment or condominium)
- ❑ Mobile home
- ❑ Other

D2. Do you rent or own your home?

❑ Rent ❑ Own

D3. How many people, including yourself, live in your household?

❑ 1 ❑ 2 ❑ 3 ❑ 4 ❑ 5 ❑ 6+

D4. What is your gender?

❑ Female ❑ Male

D5. In which category is your age?

- ❑ 18-24 years
- ❑ 25-34 years
- ❑ 35-44 years
- ❑ 45-54 years
- ❑ 55-64 years
- ❑ 65-74 years
- ❑ 75 years or older

D6. Are you currently employed?

- ❑ Yes→**Go to question D7**
- ❑ No

D7. In which city do you work? _____

D8. About how much do you estimate your household's total income before taxes will be for the current year?

- ❑ Less than $24,999
- ❑ $25,000 to $49,999
- ❑ $50,000 to $99,999
- ❑ $100,000 to $149,999
- ❑ $150,000 or more
- ❑ Prefer not to answer

Design Element Photograph Comparisons

There are a number of things that contribute to the way McCaslin Boulevard could look, which we call design elements. We have chosen a set of four photos to show options for each of nine design elements. For each photo on the pages that follow, tell us whether you think the design element shown would be an excellent fit, a good fit, a fair fit or a poor fit for the McCaslin Boulevard study area. Please evaluate only the design element asked about in each question.

Design Element #1: Commercial Building Height/Size

For each photo below, tell us whether you think the design element shown would be an excellent fit, a good fit, a fair fit or a poor fit for the McCaslin Boulevard study area. (Below each photo is a brief description of the specific design element being asked about, followed by the question and response options.)

1A. 1-story.
For the McCaslin Boulevard study area, is this an…
❑ Excellent fit ❑ Good fit ❑ Fair fit ❑ Poor fit

1B. 2-story.
For the McCaslin Boulevard study area, is this an…
❑ Excellent fit ❑ Good fit ❑ Fair fit ❑ Poor fit

1C. 2 or 3-story.
For the McCaslin Boulevard study area, is this an…
❑ Excellent fit ❑ Good fit ❑ Fair fit ❑ Poor fit

1D. 4-story.
For the McCaslin Boulevard study area, is this an…
❑ Excellent fit ❑ Good fit ❑ Fair fit ❑ Poor fit

Design Element #2: Commercial Building Placement (Setback)

For each photo below, tell us whether you think the design element shown would be an excellent fit, a good fit, a fair fit or a poor fit for the McCaslin Boulevard study area. (Below each photo is a brief description of the specific design element followed by the question and response options.)

2A.No setback
For the McCaslin Boulevard study area, is this an…
❑ Excellent fit ❑ Good fit ❑ Fair fit ❑ Poor fit

2B. 15-20 foot setback, oriented toward street
For the McCaslin Boulevard study area, is this an…
❑ Excellent fit ❑ Good fit ❑ Fair fit ❑ Poor fit

2C. Setback 20+ feet from street, oriented toward parking
For the McCaslin Boulevard study area, is this an…
❑ Excellent fit ❑ Good fit ❑ Fair fit ❑ Poor fit

2D. Parking lot in front
For the McCaslin Boulevard study area, is this an…
❑ Excellent fit ❑ Good fit ❑ Fair fit ❑ Poor fit

Design Element #3: Multi Family Residential Building Height/Size

For each photo below, tell us whether you think the design element shown would be an excellent fit, a good fit, a fair fit or a poor fit for the McCaslin Boulevard study area. (Below each photo is a brief description of the specific design element followed by the question and response options.)

3A. 2-story townhouses.
For the McCaslin Boulevard study area, is this an…
❑ Excellent fit ❑ Good fit ❑ Fair fit ❑ Poor fit

3B. 3-story apartment/condo building.
For the McCaslin Boulevard study area, is this an…
❑ Excellent fit ❑ Good fit ❑ Fair fit ❑ Poor fit

3C. Apartments/condos above retail/commercial (Mixed-use building).
For the McCaslin Boulevard study area, is this an…
❑ Excellent fit ❑ Good fit ❑ Fair fit ❑ Poor fit

3D. 4-story apartment/condo building.
For the McCaslin Boulevard study area, is this an…
❑ Excellent fit ❑ Good fit ❑ Fair fit ❑ Poor fit

Design Element #4: Multi Family Residential Building Placement (Setback)

For each photo below, tell us whether you think the design element shown would be an excellent fit, a good fit, a fair fit or a poor fit for the McCaslin Boulevard study area. (Below each photo is a brief description of the specific design element followed by the question and response options.)

4A. 5 - 10 foot setback with porches.
For the McCaslin Boulevard study area, is this an…
❑ Excellent fit ❑ Good fit ❑ Fair fit ❑ Poor fit

4B. 15 - 20 foot setback with porches and small yards.
For the McCaslin Boulevard study area, is this an…
❑ Excellent fit ❑ Good fit ❑ Fair fit ❑ Poor fit

4C. 20+ foot setback.
For the McCaslin Boulevard study area, is this an…
❑ Excellent fit ❑ Good fit ❑ Fair fit ❑ Poor fit

4D. 20+ foot setback, oriented to parking lot.
For the McCaslin Boulevard study area, is this an…
❑ Excellent fit ❑ Good fit ❑ Fair fit ❑ Poor fit

Design Element #5: Park/Plaza

For each photo below, tell us whether you think the design element shown would be an excellent fit, a good fit, a fair fit or a poor fit for the McCaslin Boulevard study area. (Below each photo is a brief description of the specific design element followed by the question and response options.)

5A. Recreational Park.
For the McCaslin Boulevard study area, is this an…
❑ Excellent fit ❑ Good fit ❑ Fair fit ❑ Poor fit

5B. Town Green.
For the McCaslin Boulevard study area, is this an…
❑ Excellent fit ❑ Good fit ❑ Fair fit ❑ Poor fit

5C. Natural open space.
For the McCaslin Boulevard study area, is this an…
❑ Excellent fit ❑ Good fit ❑ Fair fit ❑ Poor fit

5D. Plaza.
For the McCaslin Boulevard study area, is this an…
❑ Excellent fit ❑ Good fit ❑ Fair fit ❑ Poor fit

Design Element #6: Streetscape

For each photo below, tell us whether you think the design element shown would be an excellent fit, a good fit, a fair fit or a poor fit for the McCaslin Boulevard study area. (Below each photo is a brief description of the specific design element followed by the question and response options.)

6A. Wide walk/trail separated from street.
For the McCaslin Boulevard study area, is this an…
❑ Excellent fit ❑ Good fit ❑ Fair fit ❑ Poor fit

6B. Sidewalk buffered from street and parking with landscaping.
For the McCaslin Boulevard study area, is this an…
❑ Excellent fit ❑ Good fit ❑ Fair fit ❑ Poor fit

6C. Basic sidewalk.
For the McCaslin Boulevard study area, is this an…
❑ Excellent fit ❑ Good fit ❑ Fair fit ❑ Poor fit

6D. Wide sidewalk with pedestrian amenities.
For the McCaslin Boulevard study area, is this an…
❑ Excellent fit ❑ Good fit ❑ Fair fit ❑ Poor fit

Design Element #7: Parking Placement

For each photo below, tell us whether you think the design element shown would be an excellent fit, a good fit, a fair fit or a poor fit for the McCaslin Boulevard study area. (Below each photo is a brief description of the specific design element followed by the question and response options.)

7A. Parking lot on side of building.
For the McCaslin Boulevard study area, is this an…
❑ Excellent fit ❑ Good fit ❑ Fair fit ❑ Poor fit

7B. Parking ramp behind buildings.
For the McCaslin Boulevard study area, is this an…
❑ Excellent fit ❑ Good fit ❑ Fair fit ❑ Poor fit

7C. Parallel street parking.
For the McCaslin Boulevard study area, is this an…
❑ Excellent fit ❑ Good fit ❑ Fair fit ❑ Poor fit

7D. Large parking lot in front of building.
For the McCaslin Boulevard study area, is this an…
❑ Excellent fit ❑ Good fit ❑ Fair fit ❑ Poor fit

Design Element #8: Parking Edge

For each photo below, tell us whether you think the design element shown would be an excellent fit, a good fit, a fair fit or a poor fit for the McCaslin Boulevard study area. (Below each photo is a brief description of the specific design element followed by the question and response options.)

8A. Large grass buffer.
For the McCaslin Boulevard study area, is this an…
❑ Excellent fit ❑ Good fit ❑ Fair fit ❑ Poor fit

8B. Landscaped buffer.
For the McCaslin Boulevard study area, is this an…
❑ Excellent fit ❑ Good fit ❑ Fair fit ❑ Poor fit

8C. Fence and landscaped buffer with pedestrian amenities.
For the McCaslin Boulevard study area, is this an…
❑ Excellent fit ❑ Good fit ❑ Fair fit ❑ Poor fit

8D. Low wall.
For the McCaslin Boulevard study area, is this an…
❑ Excellent fit ❑ Good fit ❑ Fair fit ❑ Poor fit

Design Element #9: Business Signage

For each photo below, tell us whether you think the design element shown would be an excellent fit, a good fit, a fair fit or a poor fit for the McCaslin Boulevard study area. (Below each photo is a brief description of the specific design element followed by the question and response options.)

9A. Business directional sign.
For the McCaslin Boulevard study area, is this an…
❑ Excellent fit ❑ Good fit ❑ Fair fit ❑ Poor fit

9B. Internally-illuminated.
For the McCaslin Boulevard study area, is this an…
❑ Excellent fit ❑ Good fit ❑ Fair fit ❑ Poor fit

9C. Projecting.
For the McCaslin Boulevard study area, is this an…
❑ Excellent fit ❑ Good fit ❑ Fair fit ❑ Poor fit

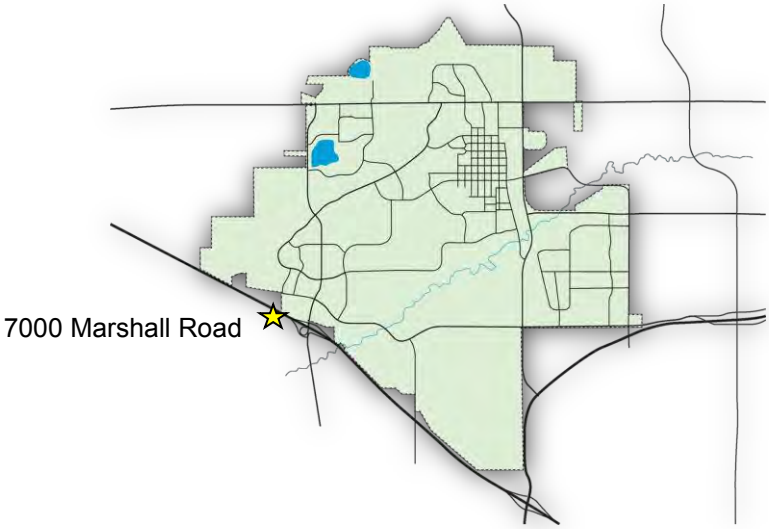
9D. Awning.
For the McCaslin Boulevard study area, is this an…
❑ Excellent fit ❑ Good fit ❑ Fair fit ❑ Poor fit

SUBJECT: **RESOLUTION NO. 16, SERIES 2015 – A RESOLUTION APPROVING A FINAL PLAT AND SPECIAL REVIEW USE (SRU) TO PERMIT THE CONSTRUCTION OF AT-GRADE SAND DRYING BEDS TO HANDLE THE HOWARD BERRY WATER TREATMENT PLANT RESIDUALS AT 7000 MARSHALL ROAD**

DATE: **MARCH 17, 2015**

PRESENTED BY: **SEAN MCCARTNEY, PLANNING AND BUILDING SAFETY**

SUMMARY:
The applicant, City of Louisville Public Works Department, has applied for a final plat and special review use (SRU) to authorize outdoor drying beds on the Howard Berry Water Treatment Plant property. The drying beds are needed for the water treatment process. The property is currently zoned Agricultural (A).



The existing water treatment plant has been in operation since 1980 and is surrounded by Boulder County Open Space on the west, south and east and bordered to the north by Marshall Road and the Boulder-Denver Turnpike (US 36). There are existing residences located on the north of Marshall Road.

According to the Louisville Municipal Code, Section 17.24.30, the placement and use of a municipal use on Agricultural zoned land requires a special review use (SRU). The plat is needed because the property has never been platted.

PROPOSAL

Drying beds, also known as a "residuals handling facility" is one of the final steps in the water treatment process. According to the applicant's consultant, "residuals are a by-product of the treatment process and essentially consist of coagulating chemicals and organic suspended solids removed from the raw water stream. Currently the residuals are discharged to the City's sewer system and processed at the wastewater treatment plant (WWTP). Elevated metal concentrations have been measured in the WWTP effluent and there is concern that the residuals loading from the water treatment process are the primary source. Handling residuals on site will reduce the solids and metals load to the WWTP."

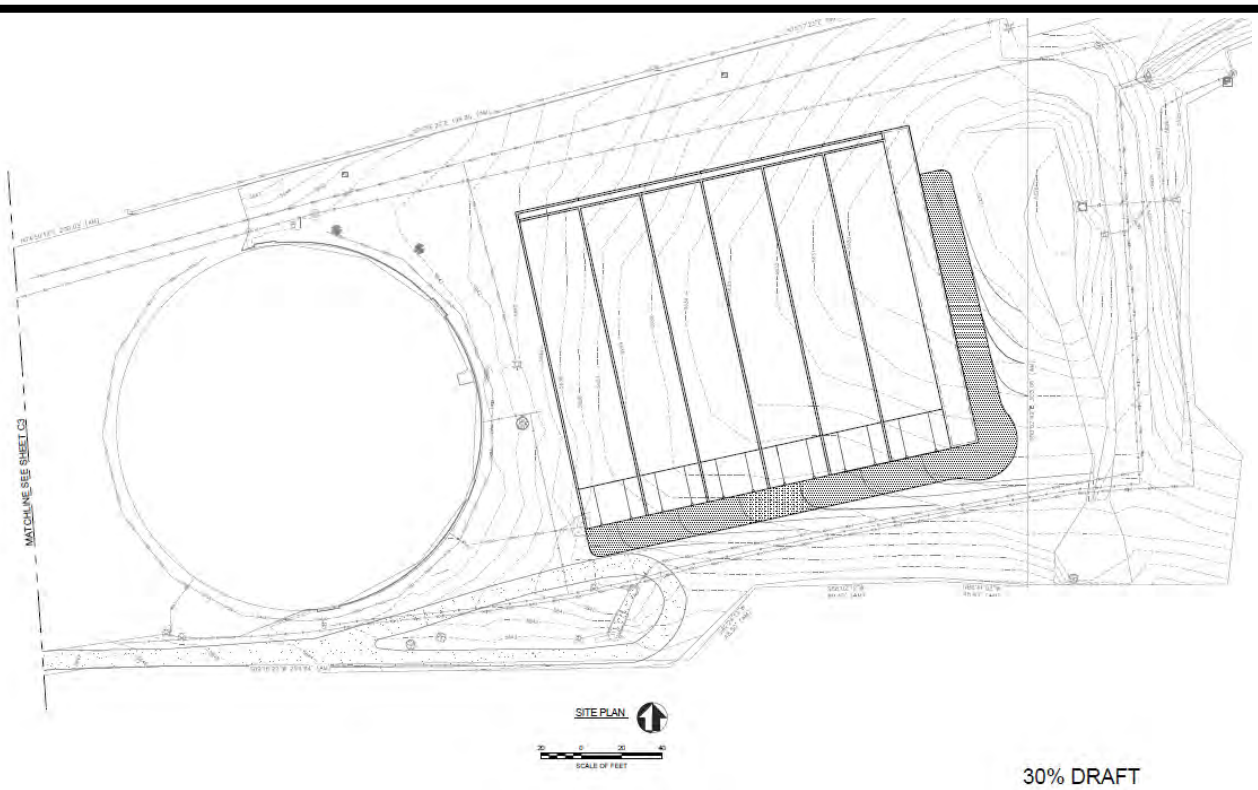
The beds will be located in the open field east of the existing concrete potable water tank.

Staff reviewed each unit of the proposed drying beds as an accessory structure. Therefore, 7000 Marshall Road must comply with the development standards established for accessory structures located within the Agricultural (A) zone district.

The development standards for accessory uses in the Agricultural zone district are as follows:

Setback (accessory)	Required	Proposed
Front (north)	40 feet	50 feet
Side (east)	20 feet	110 feet
Rear (south)	10 feet	50 feet

The setbacks and height proposed for the drying beds comply with the above development standards.



Public notice was sent out to properties within 500 feet of this property. As of the date of this report, no comments had been received pro or con.

Landscaping:
The existing property is relatively flat and landscaped with native grass. The applicant plans on placing coniferous trees, similar to those currently found on site, to the north of the drying beds.

VIEW - CURRENT

VIEW - PROPOSED DRYING BEDS

VIEW - CURRENT

VIEW - PROPOSED DRYING BEDS

PLAT

As stated above, the property has never been platted, therefore a public land dedication (PLD) is required. The PLD for a non-residential property is 12% of the land being dedicated, or cash-in-lieu equaling 12% of the appraised value. Staff is requesting the dedication and construction of a future bike trail on the south side of Marshall Road (north side of the property). Development of this trail will connect the future US 36 underpass and link Davidson Mesa with the Marshall Open Space. This connection will create a regional trail from Louisville to Eldorado Springs.

Existing

Conceptual Design and Location of Bike Path

SPECIAL REVIEW USE CRITERIA:
Louisville Municipal Code § 17.40.100.A lists five criteria to be considered by the Planning Commission in reviewing a Special Review Use application, which follow. The

Planning Commission is authorized to place conditions on its recommendation of approval, if the Commission believes those are necessary to comply with all of the criteria.

1. *That the proposed use/development is consistent in all respects with the spirit and intent of the comprehensive plan and of this chapter, and that it would not be contrary to the general welfare and economic prosperity of the city or the immediate neighborhood;*

The 2013 Comprehensive Plan states City utilities should be expanded to meet the growing community. The proposed SRU provides necessary expansion on a site which is currently being used as a water treatment facility. **Staff finds this criterion is met.**

2. *That such use/development will lend economic stability, compatible with the character of any surrounding established areas;*

The proposed drying beds are necessary to comply with Federal water quality requirements. The proposed expansion is also compatible with the character of the surrounding established neighborhood because the use has been in operation for over 30 years. **Staff finds this criterion is met.**

3. *That the use/development is adequate for the internal efficiency of the proposal, considering the functions of residents, recreation, public access, safety and such factors including storm drainage facilities, sewage and water facilities, grades, dust control and such other factors directly related to public health and convenience;*

The proposed development's site plan, if approved, is consistent with the standards established in the Louisville Municipal Code. **Staff finds this criterion is met.**

4. *That external effects of the proposal are controlled, considering compatibility of land use; movement or congestion of traffic; services, including arrangement of signs and lighting devices as to prevent the occurrence of nuisances; landscaping and other similar features to prevent the littering or accumulation of trash, together with other factors deemed to affect public health, welfare, safety and convenience;*

The proposed drying beds, if approved, should not generate external impacts beyond what is currently experienced. The external effects of the proposal are controlled and the site plan provides appropriate vehicular / internal circulation. **Staff finds this criterion is met.**

5. *That an adequate amount and proper location of pedestrian walks, malls and landscaped spaces to prevent pedestrian use of vehicular ways and parking*

spaces and to separate pedestrian walks, malls and public transportation loading places from general vehicular circulation facilities.

This development is not considered a public realm therefore there are limited pedestrian oriented areas throughout the internal site. **Staff finds this criterion is met.**

FISCAL IMPACT:
The expansion of the Howard Berry WWTP is being developed on a site that is already served by roadways and City Services. Minimal fiscal impacts from this development are anticipated. Services provided by this proposed development should benefit the City as a whole.

PLANNING COMMISSION ACTION:
The Planning Commission considered the request at its February 12, 2015 meeting. No one from the public had any comments regarding the submittal. After a brief discussion regarding the purpose of the drying beds, the project was unanimously approved by Planning Commission.

RECOMMENDATION:
Staff recommends City Council approve Resolution No. 16, Series 2015, approving a Final Plat Special Review Use (SRU) to permit the construction of new at grade sand drying beds to handle the Howard Berry Water Treatment Plant residuals at 7000 Marshall Road, with the following condition:

1. The Howard Berry Water Treatment Facility shall dedicate a combination of land and or cash-in-lieu equivalent to, up to, 12% of the project site area needed for the portions of the planned trail and improvements as determined in the Alternatives Analysis.

ATTACHMENT(S):
1. Resolution No. 16, Series 2015
2. Application documents – Land Use Application, Letter of Intent, etc.
3. Final Plat
4. SRU Documents
5. Overlook Underpass
6. Planning Commission minutes
7. PowerPoint

RESOLUTION NO. 16
SERIES 2015

A RESOLUTION APPROVING A FINAL PLAT AND SPECIAL REVIEW USE (SRU) TO PERMIT THE CONSTRUCTION OF NEW AT GRADE SAND DRYING BEDS TO HANDLE THE HOWARD BERRY WATER TREATMENT PLANT RESIDUALS AT 7000 MARSHALL ROAD.

WHEREAS, there has been submitted to the Louisville City Council an application for approval of a Final Plat Special Review Use (SRU) to permit the construction of new at grade sand drying beds to handle the Howard Berry Water Treatment Plant residuals at 7000 Marshall Road; and

WHEREAS, the City Staff has reviewed the information submitted and found it to comply with Chapter 16, Section 17.40, and Section 17.12.040 and the special review use criteria as set forth in Section 17.40.100 of the Louisville Municipal Code, and other applicable requirements; and

WHEREAS, after a duly noticed public hearing on March 17, 2015, where evidence and testimony were entered into the record, including the findings in the Louisville Planning Commission Staff Report dated March 17, 2015, the Planning Commission recommended approval of said Howard Berry WWTP Final Plat, and SRU, located at 7000 Marshall Road, to the City Council, with the following conditions:

1. The Howard Berry Water Treatment Facility shall dedicate a combination of land and or cash-in-lieu equivalent to, up to, 12% of the project site area needed for the portions of the planned trail and improvements as determined in the Alternatives Analysis.

WHEREAS, City Council has reviewed the application, including the recommendation of the Planning Commission, and finds that it complies with Chapter 16, Section 17.40, and Section 17.12.040 and the special review use criteria as set forth in Section 17.40.100 of the Louisville Municipal Code, and other applicable requirements.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Louisville, Colorado does hereby approve a Final Plat Special Review Use (SRU) to permit the construction of new at grade sand drying beds to handle the Howard Berry Water Treatment Plant residuals at 7000 Marshall Road, with the above conditions.

PASSED AND ADOPTED this 17th day of March, 2015.

By: _____
Robert P. Muckle, Mayor
City of Louisville, Colorado

Attest: _____
Nancy Varra, City Clerk
City of Louisville, Colorado

LAND USE APPLICATION

TO	Sean McCarty, Dmitry Tepo and Garrett Townsend – City of Louisville
FROM	Rob Anderson – Hatch Mott MacDonald
DATE	November 6, 2014
PROJECT #	336016
PAGE	1 of 4
SUBJECT	Howard Berry Water Treatment Plant Residuals Handling Facility Department of Planning and Building Safety Land Use Application

INTRODUCTION

Hatch Mott MacDonald (HMM) has been retained by the City of Louisville to provide engineering design and construction phase services for the addition of a residuals handling facility at the Howard Berry Water Treatment Plant (HBWTP) located along Marshal Drive in Boulder County. Residuals are a by-product of the treatment process and essentially consist of coagulating chemicals and organic suspended solids removed from the raw water stream. Currently the residuals are discharged to the City's sewer system and processed at the wastewater treatment plant (WWTP). Elevated metals concentrations have been measured in the WWTP effluent and there is concern that the residuals loading from the water treatment process are the primary source. Handling the residuals on site will reduce the solids and metals load to the WWTP. Based on a technical evaluation, the City is proceeding with sand drying beds for handling residuals. The beds will be located in the open field east of the concrete potable tank. The following is attached as part of the Land Use Application:

1. 30% Design Drawings
2. Photo simulations of proposed facility from Marshal Road residents perspective
3. Land Use Application
4. CD with PDF of Submittal

As defined under the modified land use code Ordinance No. 1573, Series 2007 this preliminary development application is submitted as a "Special Review Use". A Pre-application Conference was held on October 16th, 2014. Details of the submittal requirements were reviewed at the conference. The following address each of the submittal requirements. The letter designation matches the applicant guidance.

A - LAND USE APPLICATION FORM

Application attached.

To	Sean McCarty, Dmitry Tepo and Garrett Townsend – City of Louisville
Date	November 6, 2014
Page	2 of 4

B – LETTER OF REQUEST

This document represents our official request for the City Department of Planning and Building Safety and City Council to review our "Special Review Use" application for the Howard Berry Water Treatment Plant Residuals Drying Beds Project.

C – PROOF OF OWNERSHIP

Project is located at the Howard Berry Water Treatment Plant site, owned by the City.

D – APPLICATION FEE

Waived – internal City project

E – LIST OF PROPERTY OWNERS

The property owners along Marshal Road with-in a 500 foot radius of the project are:

1.) James & Susan Hood at 7127 Marshal Road, Boulder CO 80303
2.) Terry & Joanne Lenertz at 7223 Marshal Road, Boulder CO 80303
3.) Scott Ure at 7171 Marshal Road – care of P.O. Box 229, Palmer Lake CO 80133
4.) Timothy & Lisa Bates at 1230 Red Ash Lane, Boulder CO 80303

F – PUBLIC NOTICE ENVELOPE REQUIREMENT

Four (4) extra copies of the application submittal will be provided for distribution to the local residents.

G – CURRENT TITLE INSURANCE

Not required, City property.

H – MINERAL INTEREST NOTIFICATION

Not required, City property.

I – PLAN SHEETS

A 30% complete design drawing set is attached. Please note the following:

a.) See photo simulations, showing proposed improvements
b.) Facility will be constructed at grade (no superstructure)
c.) Screening will include trees and shrubs, similar to current vegetation
d.) Final number and location of trees and shrubs not yet determined

J – 3 COPIES OF ANY REQUIRED REPORTS

Note that a Drainage Report is not included. Most of the impervious asphalt area is located around the existing water treatment plant buildings. These facilities drain to the west to an existing detention pond that will be unchanged by this project. The drying beds will be constructed on the east side of the site at a location previously set aside for a second concrete tank. The new beds are open and will collect rain and snow fall reducing the runoff volume to the eastern detention pond. Offsite drainage does not enter the site. The current detention volume will be maintained and therefor the storm drainage impacts of the project are negligible.

N – WRITTEN RESPONSE TO THE SRU CRITERIA

The formal written response to the Special Review Use criteria (LMC Section 170.40.100) is detailed in the following. The responses are in the same order as the criteria:

1.) Construction of this facility will not adversely affect the general welfare and economic prosperity of the City or the immediate neighborhood. (see response to item 3 below)
2.) Construction of the facility will integrate into the surrounding established areas.
3.) Construction of the Drying Beds will not directly impact public health and convenience. The beds will essentially function as loading bays for the water treatment residuals. Each bed will be loaded over an approximate 2 month period and then allowed to drain and dry for an additional 4 month period. Once dry, the material is removed from the site for disposal. The organic material will have a neutral odor, un-offensive to neighbors along Marshal Road. Additional outside lighting will only be used for maintenance emergencies. Current night lighting will be unchanged. The Drying Beds have no outside mechanical devices, so there will be no added noises to current operations.

4.) Traffic along Marshal Road will not be impacted by the project. Dried material will be removed from the new Drying Beds semi-annually. There will be no day to day impacts to traffic movement, accept during construction of the facility.
5.) The public will not have access to the area. Transportation loading areas and walks are not required.

Q – OTHER DOCUMENTS

None required.

R – CD OF ALL DOCUMENTS IN PDF FORMAT

CD is attached.

City of Louisville
COLORADO • SINCE 1878

Department of Planning and Building Safety

749 Main Street • Louisville CO 80027 • 303.335.4592 • www.louisvilleco.gov

LAND USE APPLICATION

CASE NO. _____

APPLICANT INFORMATION

Firm: Hatch Mott MacDonald
Contact: Robert Anderson
Address: 143 Union Blvd., Ste. 1000
Lakewood, CO 80228
Mailing Address: Same As Above
Telephone: 303.831.4700
Fax: 303.831.0290
Email: rob.anderson@hatchmott.com

OWNER INFORMATION

Firm: City of Louisville
Contact: Dmitry Tepo
Address: 749 Main Street
Louisville, CO 80027
Mailing Address: Same As Above
Telephone: 303.335.4592
Fax:
Email: dmitryt@louisvilleco.gov

REPRESENTATIVE INFORMATION

Firm: NA
Contact:
Address:
Mailing Address:
Telephone:
Fax:
Email:

PROPERTY INFORMATION

Common Address: Howard Berry WTP
Legal Description: Lot _____ Blk _____
Subdivision _____
Area: 350,000 approximately Sq. Ft.

TYPE (S) OF APPLICATION

- ☐ Annexation
- ☐ Zoning
- ☐ Preliminary Subdivision Plat
- ☐ Final Subdivision Plat
- ☐ Minor Subdivision Plat
- ☐ Preliminary Planned Unit Development (PUD)
- ☐ Final PUD
- ☐ Amended PUD
- ☐ Administrative PUD Amendment
- ☒ Special Review Use (SRU)
- ☐ SRU Amendment
- ☐ SRU Administrative Review
- ☐ Temporary Use Permit: _____
- ☐ CMRS Facility: _____
- ☐ Other: (easement / right-of-way; floodplain; variance; vested right; 1041 permit; oil / gas production permit)

PROJECT INFORMATION

Summary:
Construction of new at grade sand drying beds to handle the Howard Berry WTP residuals. Facility will be screened with trees and shrubs.

Current zoning: City Utility Proposed zoning: City Utility

SIGNATURES & DATE

Applicant:
Print: Robert Anderson
Owner: City of Louisville
Print: Dmitry Tepo
Representative: NA
Print:

CITY STAFF USE ONLY

- ☐ Fee paid: _____
- ☐ Check number: _____
- ☐ Date Received: _____

HOWARD BERRY
FINAL PLAT

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 14, & SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 1 SOUTH, RANGE 70 WEST OF THE 6TH P.M., CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO

SHEET 1 OF 2

CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED BEING THE OWNER OF A TRACT OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 14 AND THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 1 SOUTH, RANGE 70 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF LOUISVILLE, BOULDER COUNTY, STATE OF COLORADO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 14 TO BEAR N00°05'31"E, A DISTANCE OF 2875.86 FEET BETWEEN A FOUND NO. 6 REBAR WITH 2½" ALUMINUM CAP AT THE SOUTHEAST CORNER OF SAID SECTION 14 AND A FOUND 2" IRON PIPE WITH 2½" BRASS CAP AT THE EAST QUARTER CORNER OF SAID SECTION 14, WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO.

COMMENCING AT THE SOUTHEAST CORNER OF THE SE¼ OF SAID SECTION 14; THENCE N00°05'31"W, ALONG THE EAST LINE OF SAID SE¼ A DISTANCE OF 1732.60 FEET TO POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED:

1. THENCE N86°41'52"W, A DISTANCE OF 45.62 FEET;
2. THENCE S88°02'12"W, A DISTANCE OF 89.40 FEET;
3. THENCE S42°24'13"W, A DISTANCE OF 48.50 FEET;
4. THENCE S89°16'22"W, A DISTANCE OF 294.94 FEET;
5. THENCE S81°03'15"W, A DISTANCE OF 104.80 FEET;
6. THENCE S72°54'07"W, A DISTANCE OF 534.21 FEET;
7. THENCE S66°01'04"W, A DISTANCE OF 127.43 FEET;
8. THENCE S45°13'13"W, A DISTANCE OF 122.11 FEET;
9. THENCE S18°19'39"W, A DISTANCE OF 33.29 FEET;
10. THENCE N00°02'49"W, A DISTANCE OF 394.83 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF COLORADO HIGHWAY #170 (MARSHALL ROAD) (60 FEET WIDE); THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING SEVEN (7) COURSES;

1. N80°47'35"E, A DISTANCE OF 127.59 FEET;
2. THENCE N80°13'10"E, A DISTANCE OF 199.61 FEET;
3. THENCE N80°01'25"E, A DISTANCE OF 200.39 FEET;
4. THENCE N76°11'14"E, A DISTANCE OF 199.98 FEET;
5. THENCE N74°50'14"E, A DISTANCE OF 200.03 FEET;
6. THENCE N74°56'29"E, A DISTANCE OF 199.85 FEET TO THE EAST LINE OF A PARCEL AS DESCRIBED AT REC. NO. 1174399 OF BOULDER COUNTY RECORDS;
7. THENCE N75°17'23"E, ALONG SAID PARCEL, A DISTANCE OF 196.21 FEET TO THE EAST LINE OF THE SE ¼ OF SECTION 14;

THENCE S00°05'31"E, ALONG THE EAST LINE OF SAID SE ¼, A DISTANCE OF 28.74 FEET; THENCE DEPARTING SAID EAST LINE OF SAID SE ¼ AND ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 170 (MARSHALL ROAD), AS DESCRIBED AT FILM 1112, RECEPTION NO. 391470 OF THE BOULDER COUNTY RECORDS, THE FOLLOWING THREE (3) COURSES;

1. N73°23'00"E, A DISTANCE 140.83 FEET;
2. THENCE N79°23'43"E, A DISTANCE 241.11 FEET TO A POINT OF CURVATURE;
3. THENCE 78.38 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 879.93 FEET, AN INCLUDED ANGLE OF 5°06'13" AND SUBTENDED BY A CHORD BEARING N83°26'06"E, A DISTANCE OF 78.35 FEET;

THENCE S04°00'47"E, A DISTANCE 67.13 FEET TO A POINT OF CURVATURE; THENCE 234.00 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 905.37 FEET, AN INCLUDED ANGLE OF 14°48'31" AND SUBTENDED BY A CHORD BEARING S79°39'36"W, A DISTANCE OF 233.35 FEET TO A POINT OF TANGENCY; THENCE S72°15'22"W, A DISTANCE 131.09 FEET; THENCE S00°05'57"E, A DISTANCE 217.72 FEET; THENCE S89°54'29"W, A DISTANCE 100.00 FEET TO THE EAST LINE OF SAID SE ¼; THENCE S00°05'31"E, ALONG THE EAST LINE OF SAID SE ¼, A DISTANCE OF 1.10 FEET TO THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINING 381,761 SQ.FT., OR 8.76 ACRES, MORE OR LESS.
HAS LAID OUT, SUBDIVIDED AND PLATTED SAID LAND AS PER DRAWING HEREON CONTAINED UNDER THE NAME AND STYLE OF HOWARD BERRY:

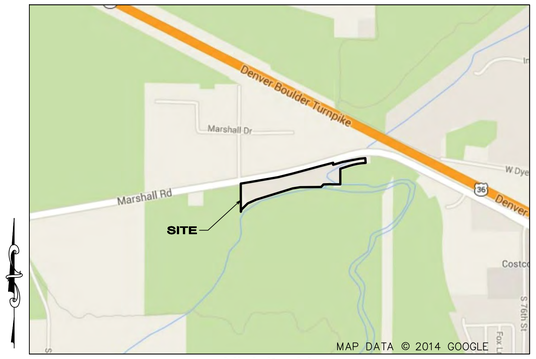
A SUBDIVISION OF A PART OF THE CITY OF LOUISVILLE, COUNTY OF BOULDER, STATE OF COLORADO, AND BY THESE PRESENTS DO HEREBY DEDICATE TO THE CITY OF LOUISVILLE AND THE PUBLIC, THE ACCESS EASEMENT FOR VEHICULAR, PEDESTRIAN AND EMERGENCY ACCESS, AND DOES FURTHER DEDICATE TO THE USE OF THE CITY OF LOUISVILLE AND ALL MUNICIPALLY OWNED AND/OR FRANCHISED UTILITIES AND SERVICES THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE SO DESIGNATED AS EASEMENTS, AND RIGHT-OF-WAYS FOR THE CONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT FOR ALL SERVICES, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TELEPHONE AND ELECTRIC LINES, WORKS, POLES AND UNDERGROUND CABLES, GAS PIPELINES, WATER PIPELINES, SANITARY SEWER LINES, STREET LIGHTS, CULVERTS, HYDRANTS, DRAINAGE DITCHES AND DRAINS AND ALL APPURTENANCES THERETO, IT BEING EXPRESSLY UNDERSTOOD AND AGREED BY THE UNDERSIGNED THAT ALL EXPENSES AND COSTS INVOLVED IN CONSTRUCTING AND INSTALLING SANITARY SEWER SYSTEM WORKS AND LINES, GAS SERVICE LINES, ELECTRICAL SERVICE WORKS AND LINES, STORM SEWERS AND DRAINS, STREET LIGHTING, GRADING AND LANDSCAPING, CURBS, GUTTERS, STREET PAVEMENT, SIDEWALKS AND OTHER SUCH UTILITIES AND SERVICES SHALL BE GUARANTEED AND PAID FOR BY THE SUBDIVIDER OR ARRANGEMENTS MADE BY THE SUBDIVIDER THEREOF WHICH ARE APPROVED BY THE CITY OF LOUISVILLE, COLORADO, AND SUCH SUMS SHALL NOT BE PAID BY THE CITY OF LOUISVILLE, COLORADO, AND THAT ANY SUCH ITEMS SO CONSTRUCTED OR INSTALLED WHEN ACCEPTED BY THE CITY OF LOUISVILLE, COLORADO, SHALL BECOME THE SOLE PROPERTY OF SAID CITY OF LOUISVILLE, COLORADO, EXCEPT PRIVATE ROADWAY CURBS, GUTTER AND PAVEMENT AND ITEMS OWNED BY MUNICIPALLY FRANCHISED UTILITIES AND/OR U.S. WEST COMMUNICATION, INC. WHICH WHEN CONSTRUCTED OR INSTALLED, SHALL REMAIN THE PROPERTY OF THE OWNER AND SHALL NOT BECOME THE PROPERTY OF THE CITY OF LOUISVILLE, COLORADO.

NOTES

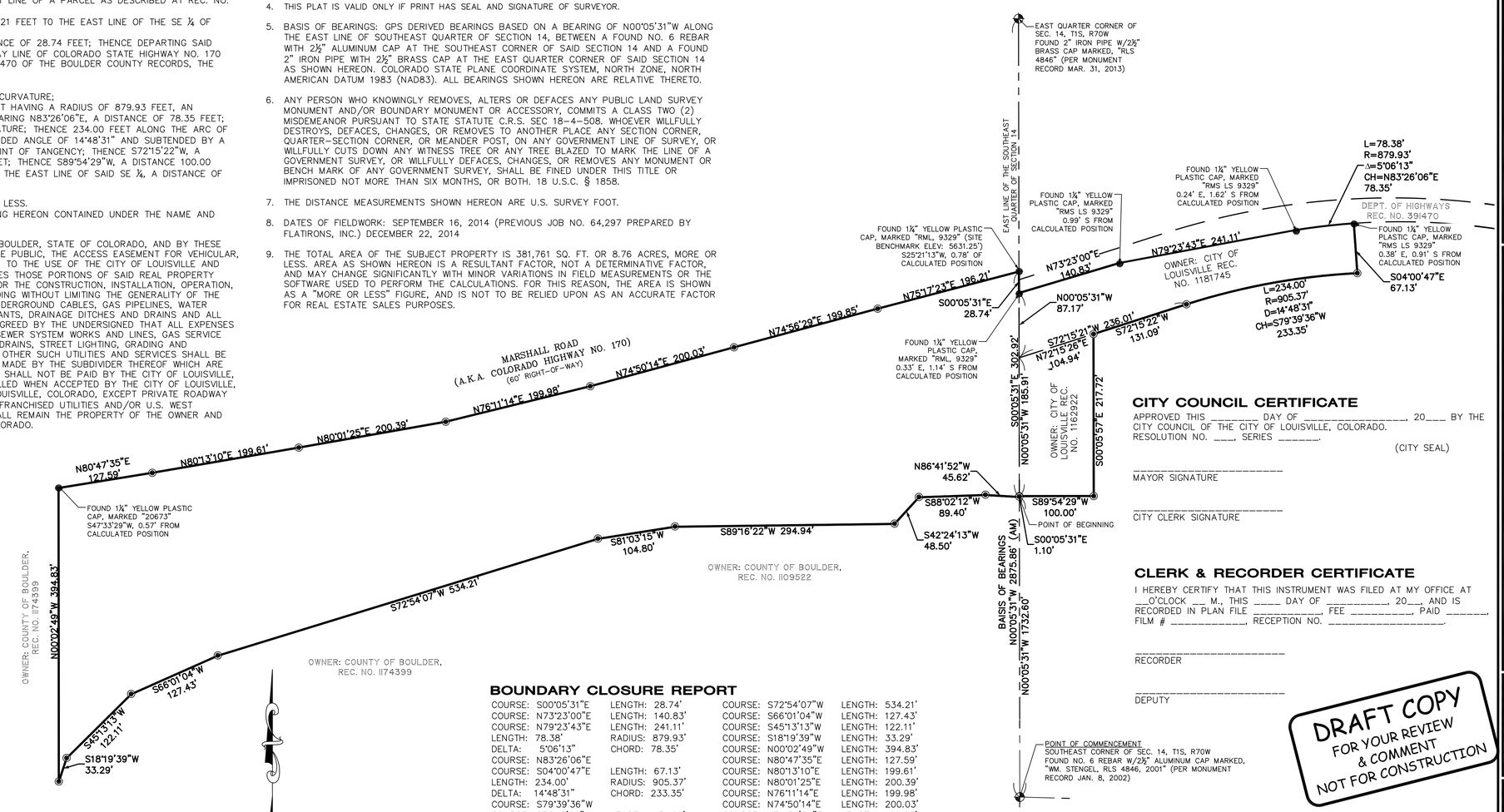
1. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT OR BINDER. EASEMENTS AND RIGHTS-OF-WAY DISCOVERED IN THE COURSE OF OUR INVESTIGATION ARE SHOWN HEREON. EASEMENTS SUCH AS UNRECORDED EASEMENTS MAY NOT HAVE BEEN DISCOVERED IN OUR SEARCH AND MAY AFFECT THE SUBJECT PROPERTY. IT IS RECOMMENDED THAT THE CLIENT OBTAIN A CURRENT TITLE COMMITMENT OR BINDER TO FURTHER AID IN RESEARCHING EASEMENTS, RIGHTS-OF-WAY AND ENCUMBRANCES THAT MAY AFFECT THE SUBJECT PROPERTY.
2. ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.
3. THIS FINAL PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF CITY OF LOUISVILLE, NAMED IN THE STATEMENT HEREON. SAID STATEMENT DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS STATEMENT BY THE SURVEYOR NAMING SAID PERSON.
4. THIS PLAT IS VALID ONLY IF PRINT HAS SEAL AND SIGNATURE OF SURVEYOR.
5. BASIS OF BEARINGS: GPS DERIVED BEARINGS BASED ON A BEARING OF N00°05'31"W ALONG THE EAST LINE OF SOUTHEAST QUARTER OF SECTION 14, BETWEEN A FOUND NO. 6 REBAR WITH 2½" ALUMINUM CAP AT THE SOUTHEAST CORNER OF SAID SECTION 14 AND A FOUND 2" IRON PIPE WITH 2½" BRASS CAP AT THE EAST QUARTER CORNER OF SAID SECTION 14 AS SHOWN HEREON. COLORADO STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NORTH AMERICAN DATUM 1983 (NAD83). ALL BEARINGS SHOWN HEREON ARE RELATIVE THERETO.
6. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT AND/OR BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE C.R.S. SEC 18-4-508. WHOEVER WILLFULLY DESTROYS, DEFACES, CHANGES, OR REMOVES TO ANOTHER PLACE ANY SECTION CORNER, QUARTER-SECTION CORNER, OR MEANDER POST, ON ANY GOVERNMENT LINE OF SURVEY, OR WILLFULLY CUTS DOWN ANY WITNESS TREE OR ANY TREE BLAZED TO MARK THE LINE OF A GOVERNMENT SURVEY, OR WILLFULLY DEFACES, CHANGES, OR REMOVES ANY MONUMENT OR BENCH MARK OF ANY GOVERNMENT SURVEY, SHALL BE FINED UNDER THIS TITLE OR IMPRISONED NOT MORE THAN SIX MONTHS, OR BOTH. 18 U.S.C. § 1858.
7. THE DISTANCE MEASUREMENTS SHOWN HEREON ARE U.S. SURVEY FOOT.
8. DATES OF FIELDWORK: SEPTEMBER 16, 2014 (PREVIOUS JOB NO. 64,297 PREPARED BY FLATIRONS, INC.) DECEMBER 22, 2014
9. THE TOTAL AREA OF THE SUBJECT PROPERTY IS 381,761 SQ. FT. OR 8.76 ACRES, MORE OR LESS. AREA AS SHOWN HEREON IS A RESULTANT FACTOR, NOT A DETERMINATIVE FACTOR, AND MAY CHANGE SIGNIFICANTLY WITH MINOR VARIATIONS IN FIELD MEASUREMENTS OR THE SOFTWARE USED TO PERFORM THE CALCULATIONS. FOR THIS REASON, THE AREA IS SHOWN AS A "MORE OR LESS" FIGURE, AND IS NOT TO BE RELIED UPON AS AN ACCURATE FACTOR FOR REAL ESTATE SALES PURPOSES.

Legend

- FOUND ALIQUOT MONUMENT AS DESCRIBED
- FOUND MONUMENT AS DESCRIBED
- SET 18" #5 REBAR WITH 1 1/2" ALUMINUM CAP "FLATIRONS SURV 16406"



Vicinity Map
SCALE: 1" = 1000'



CITY COUNCIL CERTIFICATE

APPROVED THIS _____ DAY OF _____, 20___ BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO.
RESOLUTION NO. ___, SERIES _____.

(CITY SEAL)

_____
MAYOR SIGNATURE

_____
CITY CLERK SIGNATURE

OWNERSHIP SIGNATURE BLOCK

HAVE LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS UNDER THE NAME OF HOWARD BERRY AND DESIGNATED ON THIS PLAT.

WITNESS MY/OUR HAND(S) AND SEAL(S) THIS _____ DAY OF _____, 20___.

_____
OWNER NAME AND SIGNATURE

(NOTARY SEAL)

_____
NOTARY NAME (PRINT)

_____
NOTARY SIGNATURE

CLERK & RECORDER CERTIFICATE

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED AT MY OFFICE AT __O'CLOCK __ M., THIS ____ DAY OF _____, 20___, AND IS RECORDED IN PLAN FILE _____, FEE _____, PAID _____, FILM # _____, RECEPTION NO. _____.

_____
RECORDER

_____
DEPUTY

PLANNING COMMISSION CERTIFICATE

APPROVED THIS _____ DAY OF _____, 20___ BY THE PLANNING COMMISSION OF THE CITY OF LOUISVILLE, COLORADO.

RESOLUTION NO. ___, SERIES _____.

GRAPHIC SCALE

80 0 40 80 160

(IN FEET)
1 inch = 80 ft.

BOUNDARY CLOSURE REPORT

COURSE: S00°05'31"E	LENGTH: 28.74'	COURSE: S72°54'07"W	LENGTH: 534.21'
COURSE: N73°23'00"E	LENGTH: 140.83'	COURSE: S66°01'04"W	LENGTH: 127.43'
COURSE: N79°23'43"E	LENGTH: 241.11'	COURSE: S45°13'13"W	LENGTH: 122.11'
LENGTH: 78.38'	RADIUS: 879.93'	COURSE: S18°19'39"W	LENGTH: 33.29'
DELTA: 5°06'13"	CHORD: 78.35'	COURSE: N00°02'49"W	LENGTH: 394.83'
COURSE: N83°26'06"E		COURSE: N80°47'35"E	LENGTH: 127.59'
COURSE: S04°00'47"E	LENGTH: 67.13'	COURSE: N80°13'10"E	LENGTH: 199.61'
LENGTH: 234.00'	RADIUS: 905.37'	COURSE: N80°01'25"E	LENGTH: 200.39'
DELTA: 14°48'31"	CHORD: 233.35'	COURSE: N76°11'14"E	LENGTH: 199.98'
COURSE: S79°39'36"W		COURSE: N74°50'14"E	LENGTH: 200.03'
COURSE: S72°15'22"W	LENGTH: 131.09'	COURSE: N74°56'29"E	LENGTH: 199.85'
COURSE: S00°05'57"E	LENGTH: 217.72'	COURSE: N75°17'23"E	LENGTH: 196.21'
COURSE: S89°54'29"W	LENGTH: 100.00'		
COURSE: S00°05'31"E	LENGTH: 1.10'	PERIMETER:	4358.90'
COURSE: N86°41'52"W	LENGTH: 45.62'	AREA:	381761.64 SQ. FT.
COURSE: S88°02'12"W	LENGTH: 89.40'	ERROR CLOSURE:	0.01
COURSE: S42°24'13"W	LENGTH: 48.50'	COURSE:	N21°51'35"W
COURSE: S89°16'22"W	LENGTH: 294.94'	ERROR NORTH:	0.006
COURSE: S81°03'15"W	LENGTH: 104.80'	EAST:	-0.003
		PRECISION 1:	435889.00

SURVEYOR'S STATEMENT

I, JOHN B. GUYTON, A DULY REGISTERED LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO, HEREBY STATE FOR AND ON BEHALF OF FLATIRONS, INC. THAT THIS FINAL PLAT OF HOWARD BERRY, AS SHOWN HEREON, WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT SAID PLAT IS IN SUBSTANTIAL ACCORDANCE WITH C.R.S. TITLE 38, ARTICLE 51.

JOHN B. GUYTON
COLORADO P.L.S. #16406
CHAIRMAN & CEO, FLATIRONS, INC.

DRAFT COPY
FOR YOUR REVIEW
& COMMENT
NOT FOR CONSTRUCTION

DATE	REVISION
1	
2	
3	
4	
5	
6	
7	
8	
9	

HOWARD BERRY FINAL PLAT

COPYRIGHT 2015, FLATIRONS, INC.

Flatirons, Inc.
Surveying, Engineering & Geomatics
www.FlatironsInc.com
655 FOURTH AVE. LONGMONT, CO 80501 PH: (303) 776-1733 FAX: (303) 776-4355
3825 IRIS AVE. STE 395 BOULDER, CO 80301 PH: (303) 443-7001 FAX: (303) 443-9830
3660 DOWNING ST UNIT E DENVER, CO 80205 PH: (303) 936-6997

(SEAL)

JOB NUMBER:	14-64,657
DATE:	01-01-2015
DRAWN BY:	E. DAVIS
CHECKED BY:	JK/JZG

SHEET 1 OF 2

BY:EDAVIS FILE:64657-FINAL PLAT (G15).DWG DATE:1/23/2015 11:08 AM

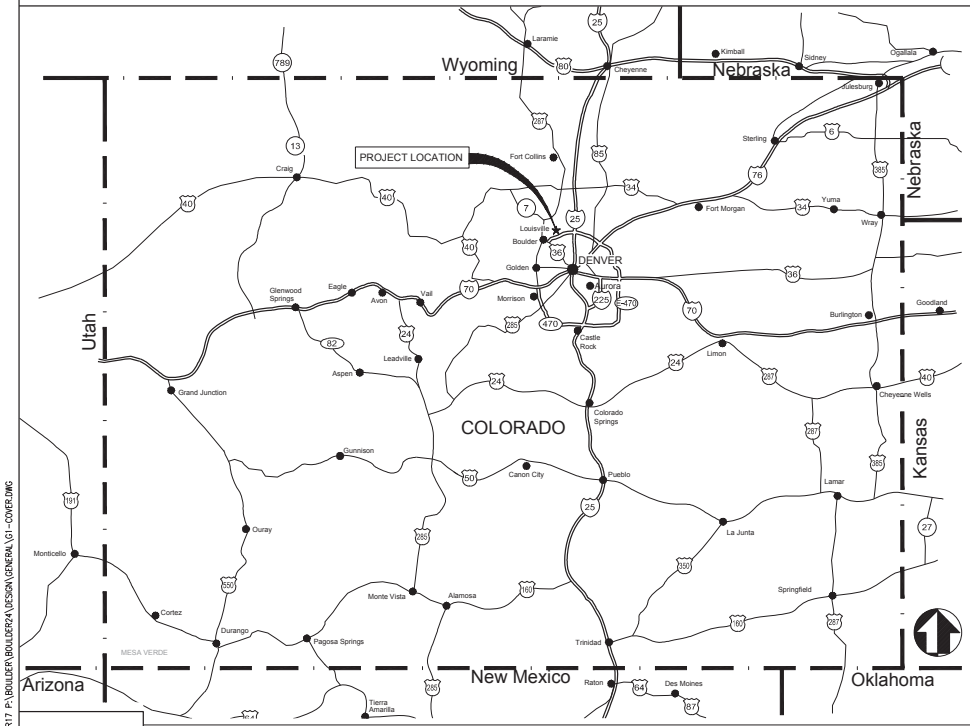
CITY OF LOUISVILLE, COLORADO

HOWARD BERRY
WATER TREATMENT PLANT
SOLIDS HANDLING IMPROVEMENTS

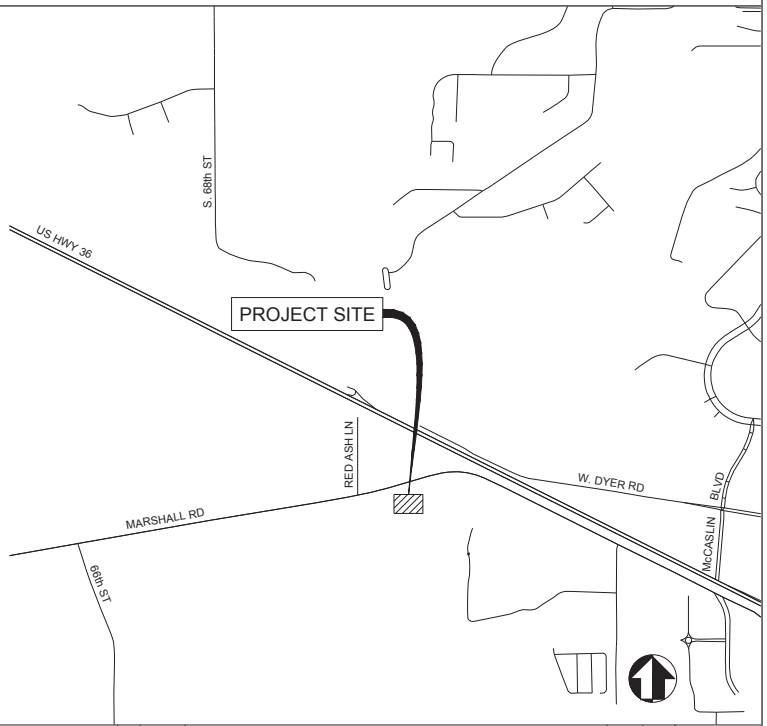
OCTOBER 2014

30% DRAFT

VICINITY MAP



LOCATION MAP



PLANNING COMMISSION CERTIFICATE

Approved this _____ day of _____,

20___ by the Planning Commission of the City of Louisville, Colorado.

Resolution No. _____, Series _____

CITY COUNCIL CERTIFICATE

Approved this _____ day of _____,

20___ by the Planning Commission of the City of Louisville, Colorado.

Resolution No. _____, Series _____

(City Seal)

_____

Mayor Signature

_____

City Clerk Signature

Hatch Mott MacDonald

143 Union Boulevard, Suite 1000
Lakewood, Colorado 80228

www.Hatchmott.com
Phone: 303.831.4700
FAX: 303.831.0290

NO.	DATE	REVISION	BY	CHK.

PROJECT NO. 336016

SHEET NO. G1

DWG. 1 OF 13

7/9/10 08:56 CCONFER R17 P:\BOULDER\BOULDER24\DESIGN\GENERAL\G1-COVER.DWG

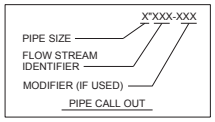
PIPE SCHEDULE

FLOW STREAM IDENTIFIER	SERVICE	INSTALLATION	PIPE SIZE	PIPE MATERIAL	WALL THICKNESS OR CLASS	INTERIOR LINING	TEST PRES. & TYPE	NOTES
FR	FILTRATE	EXPOSED	<3 IN	-				
			≥3 IN	UNP	C 3.0	CEMENT	150 PSIG HYDRAULIC	
		BURIED	<3 IN	-		-		
			≥3 IN					
PW	PLANT WATER (POTABLE)	EXPOSED	<3 IN	SYC	SCH 40		150 PSIG HYDRAULIC	
			≥3 IN	-				
		BURIED	<3 IN					
			≥3 IN					

PIPE MATERIAL	SPECIFICATION SECTION
DIP	15062
PVC (PRESSURE)	15064

MODIFIERS:

BYP BYPASS
D DRAIN
OF OVERFLOW
V VENT (PROCESS)



GENERAL NOTES:

1. MODIFIERS ARE USED TO DENOTE A SPECIFIC FUNCTION OF A PRIMARY SERVICE . PIPING IDENTIFIED WITH A MODIFIER SHALL BE THE SAME AS THE PRIMARY SERVICE UNLESS OTHERWISE NOTED.

INDEX OF DRAWINGS

GENERAL

G1	1	of	19	COVER, LOCATION AND VICINITY MAPS
G2	2	of	19	INDEX OF DRAWINGS, PIPE SCHEDULE, DESIGN CRITERIA AND GENERAL NOTES
G3	3	of	19	PROCESS FLOW DIAGRAM
G4	4	of	19	SURVEY CONTROL PLAN
G5	5	of	19	ABBREVIATIONS

CIVIL

C1	6	of	19	CIVIL LEGEND
C2	7	of	19	OVERALL SITE AND LANDSCAPING PLAN
C3	8	of	19	YARD PIPING PLAN - WATER TREATMENT PLANT
C4	9	of	19	GRADING AND YARD PIPING PLAN - DRYING BEDS
C5	10	of	19	CIVIL DETAILS
C6	11	of	19	CIVIL DETAILS

PROCESS

P1	12	of	19	PROCESS LEGEND
P2	13	of	19	PROCESS BUILDING IMPROVEMENTS
P3	14	of	19	DRYING BEDS PLAN
P4	15	of	19	DRYING BEDS SECTIONS
P5	16	of	19	FILTRATE RECOVERY TANK SECTIONS
P6	17	of	19	DRYING BEDS SECTIONS AND DETAILS

ELECTRICAL

E1	18	of	19	ELECTRICAL LEGEND AND PLAN
E2	19	of	19	ONE LINE DIAGRAM AND SCHEDULES

DESIGN CRITERIA

SLUDGE DRYING BEDS

NUMBER OF BEDS	6
AVERAGE DRYING BED CYCLE TIME	6 MONTHS
SOLIDS PRODUCED SEDIMENTATION BASIN (TRAC-VAC)	400 LBS / DAY
TOTAL DRYING BED AREA	28,080 SF
CELL SIZE	4,680 SF
DRYING BED DEPTH	2 FT
CELL DIMENSIONS	156 FT x 30 FT

FILTRATE RECOVERY

NUMBER OF TANKS	1
TOTAL TANK VOLUME	80,000 GALLONS
OPERATING DEPTH	6 FEET
TANK DIMENSIONS	156 FT x 12 FT
FILTRATE RETURN PUMPS	
NUMBER	2
TYPE	SUBMERSIBLE NON-CLOG
CAPACITY (EACH)	600 GPM @ 15 FT TDH
HORSEPOWER (EACH)	15 HP

GENERAL NOTES

1. ALL EXISTING UTILITIES MUST REMAIN IN SERVICE DURING AND AFTER CONSTRUCTION.
2. ALL EXISTING WATER VALVES SHALL ONLY BE OPERATED BY THE OWNER.
3. SCHEDULE ALL EXISTING UTILITY LINE SHUTDOWNS WITH OWNER.
4. ALL CONNECTIONS TO EXISTING MAINS, SERVICE LINES AND LATERALS SHALL BE MADE BY THE CONTRACTOR ONLY AFTER THE PROPOSED CONNECTION PROCEDURE AND WORK SCHEDULE HAS BEEN REVIEWED AND APPROVED BY THE ENGINEER AND OWNER. THE CONTRACTOR SHALL SUBMIT A WRITTEN REQUEST TO THE ENGINEER AND OWNER A MIN. OF FIVE (5) WORKING DAYS PRIOR TO SCHEDULING ANY CONNECTIONS. THE REQUEST SHALL OUTLINE THE FOLLOWING:
   A. POINTS OF CONNECTION, FITTINGS TO BE USED AND METHOD OF CONNECTION.
   B. ESTIMATED CONSTRUCTION TIME FOR THE CONNECTION.
   C. METHODS OF DISINFECTION
   D. METHODS OF PROVIDING TEMPORARY SERVICES

   AFTER RECEIPT OF THE WRITTEN REQUEST THE OWNER SHALL REVIEW THE SUBMITTAL AND GIVE AN APPROVAL OR REJECTION OF THE REQUEST WITHIN THREE (3) WORKING DAYS. IF THE REQUEST IS REJECTED, RESUBMIT THE REQUEST, MAKING MODIFICATIONS IN A MANNER ACCEPTABLE TO THE OWNER. ALL CONNECTIONS SHALL ONLY BE MADE ON AGREED UPON DATE AND TIME. IF THE CONTRACTOR DOES NOT INITIATE AND COMPLETE THE CONNECTION WORK IN THE AGREED UPON MANNER, RESCHEDULE THE CONNECTION BY FOLLOWING THE PROCEDURE OUTLINED ABOVE. MAINS SHALL NOT BE PLACED IN SERVICE UNTIL CLEARANCE IS GRANTED BY OWNER AND ALL TESTING AND DISINFECTION OF LINES IS COMPLETE.
5. ALL PIPE SUPPORTS SHALL BE PROVIDED BY THE CONTRACTOR.
6. REPAIR OR REPLACEMENT WORK ON EXISTING UTILITIES, INCLUDING OVERHEAD POWER LINES AND POLES, SHALL BE PERFORMED BY THE UTILITY OWNER. ALL COSTS ASSOCIATED WITH REPAIR AND/OR REPLACEMENT OF EXISTING UTILITIES, DUE TO CONTRACTOR'S ACTIVITIES, SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
7. ANY KNOWN SEWERS, WATER MAINS, TELEPHONE CONDUITS, ELECTRIC CABLES, AND OTHER UNDERGROUND STRUCTURES ARE SHOWN ON THE DRAWINGS ONLY TO THE EXTENT SUCH INFORMATION HAS BEEN MADE AVAILABLE OR DISCOVERED BY THE ENGINEER. IT IS EXPECTED THAT THERE MAY BE DISCREPANCIES AND OMISSIONS IN THE LOCATION AND QUANTITIES OF EXISTING UTILITIES AND STRUCTURES SHOWN. THIS INFORMATION IS SHOWN FOR THE CONVENIENCE OF THE CONTRACTOR BUT IS NOT GUARANTEED TO BE EITHER CORRECT OR COMPLETE AND ALL RESPONSIBILITY FOR THE ACCURACY AND COMPLETENESS THEREOF IS EXPRESSLY DISCLAIMED. THE CONTRACTOR SHALL MAKE SUCH INVESTIGATION AS NECESSARY TO VERIFY ITS CORRECTNESS AND COMPLETENESS.

30% DRAFT

3/12/10 14:39 JARCHULETA R:\7 P-FRBSCO\02\RECORD DRAWINGS\GENERAL\G2-SHEET LIST-INPSCHEDLDWG XREFS: P:\FRBSCO\02\RECORD DRAWINGS\BASES\ATTLE.DWG

VERIFY SCALES	NO.	DATE	REVISION	BY	CHK.	DESIGNED BY: RJA
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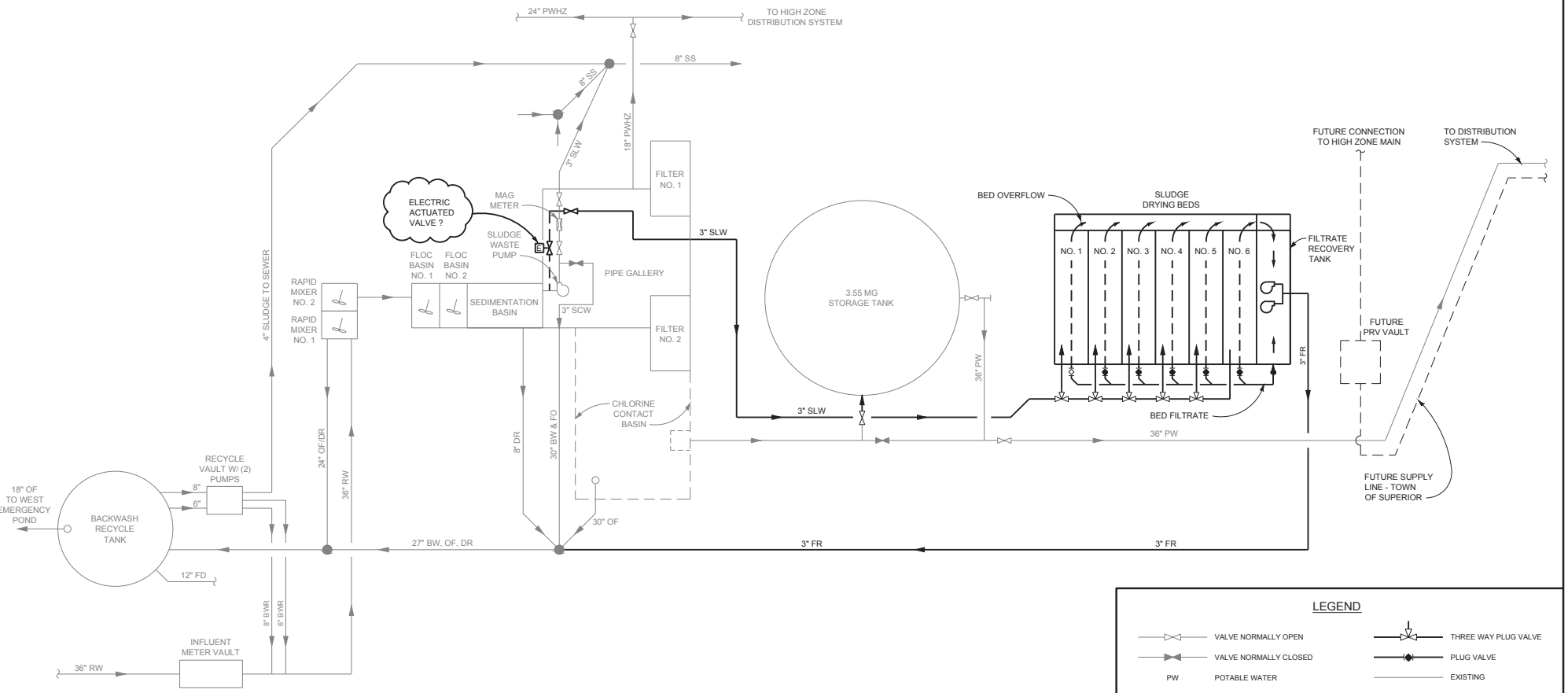
						CHECKED BY: RJA
						DATE: OCTOBER 2014

Hatch Mott MacDonald

CITY OF LOUISVILLE, COLORADO
HOWARD BERRY
WATER TREATMENT PLANT
SOLIDS HANDLING IMPROVEMENTS

INDEX OF DRAWINGS AND PIPE SCHEDULE

PROJECT NO. 336016
SHEET NO. G2
DWG. 2 OF



LEGEND

	VALVE NORMALLY OPEN		THREE WAY PLUG VALVE
	VALVE NORMALLY CLOSED		PLUG VALVE
PW	POTABLE WATER		EXISTING
PWHZ	POTABLE WATER HIGH ZONE		NEW
SS	SANITARY SEWER	FR	FILTRATE RETURN
SLW	SLUDGE WASTE	DR	DRAIN
BW	BACKWASH WASTE	OF	OVERFLOW
RW	RAW WATER		GRAVITY LINE MANHOLE
FM	FORCE MAIN		
FD	FILTER DRAIN		
FO	FILTER OVERFLOW		
BWR	BACKWASH RETURN		

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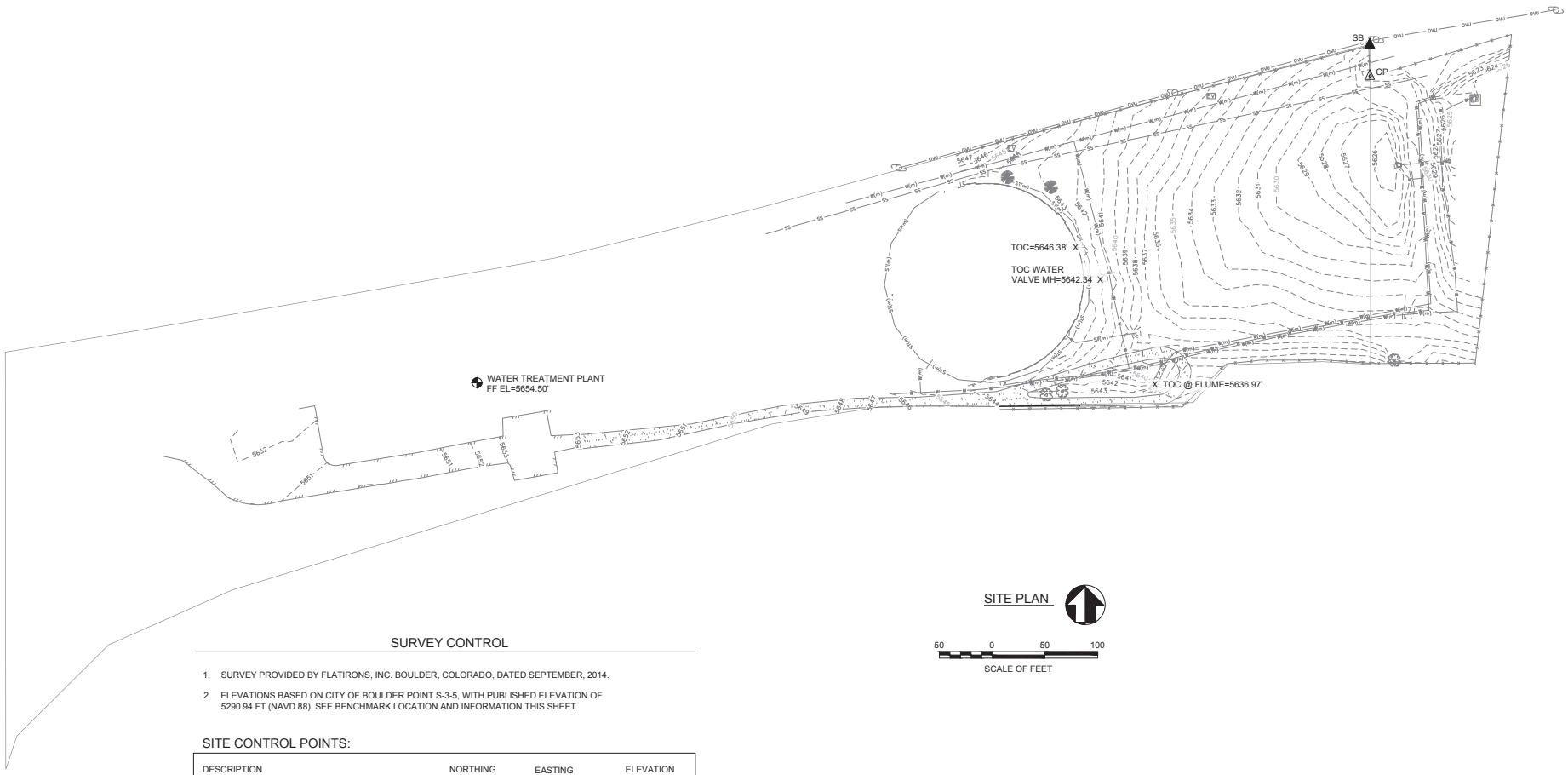
CITY OF LOUISVILLE, COLORADO
HOWARD BERRY
WATER TREATMENT PLANT
SOLIDS HANDLING IMPROVEMENTS

PROCESS FLOW DIAGRAM

PROJECT NO. 336016
SHEET NO. G3
DWG. 3 OF

10/15/14 14:46 ARC56862 R19 P:\336016 - LOUISVILLE SOUTH WTP SOLIDS HANDLING\GENERAL\G3-PROCESS FLOW DIAGRAM.DWG XREFS: P:\336016 - LOUISVILLE SOUTH WTP SOLIDS HANDLING\XREF\X-TITLE.DWG;



SITE PLAN

50 0 50 100

SCALE OF FEET

SURVEY CONTROL

1. SURVEY PROVIDED BY FLATIRONS, INC. BOULDER, COLORADO, DATED SEPTEMBER, 2014.
2. ELEVATIONS BASED ON CITY OF BOULDER POINT S-3-5, WITH PUBLISHED ELEVATION OF 5290.94 FT (NAVD 88). SEE BENCHMARK LOCATION AND INFORMATION THIS SHEET.

SITE CONTROL POINTS:

DESCRIPTION	NORTHING	EASTING	ELEVATION
CP - 1 1/4" YELLOW PLASTIC CAP MARKED "RML, 9329"	N=1775920.59	E=3088396.90	ELEV=5628.50
SB - 1 1/4" YELLOW PLASTIC CAP MARKED "RML, 9329"	N=1775970.57	E=3088396.85	ELEV=5631.25

LEGEND

CP — CONTROL POINT

SB — SITE BENCH MARK

30% DRAFT

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CITY OF LOUISVILLE, COLORADO
HOWARD BERRY
WATER TREATMENT PLANT
SOLIDS HANDLING IMPROVEMENTS

SURVEY CONTROL PLAN

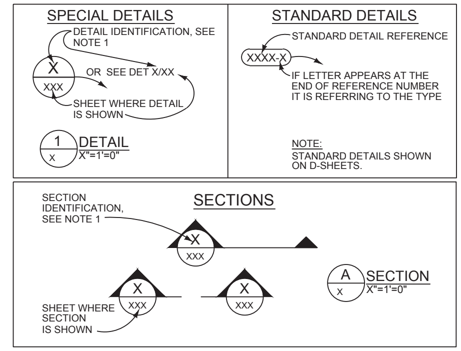
PROJECT NO. 336016
SHEET NO. G4
DWG. 4 OF

9/23/14 12:05 ARC56862 R19 P:\336016 - LOUISVILLE SOUTH WTP SOLIDS HANDLING\GENERAL\G4 - SURVEY CONTROL.DWG XREFS: P:\336016 - LOUISVILLE SOUTH WTP SOLIDS HANDLING\XREF\V-TITLE.DWG; P:\336016 - LOUISVILLE SOUTH WTP SOLIDS HANDLING\XREF\64297-TOPO (C13)-CLIENT.DWG;

ABBREVIATIONS

@	AT
AB	ANCHOR BOLT
AC	ASBESTOS CEMENT
ADA	AMERICANS WITH DISABILITIES ACT
ADJ	ADJUSTABLE, ADJACENT
AFF	ABOVE FINISHED FLOOR
AGGR	AGGREGATE
AH	AHEAD
AHR	ANCHOR
ALTN	ALTERNATE
ALUM, AL	ALUMINUM
AP	AERIAL POWER
APPROX	APPROXIMATE, APPROXIMATELY
APVD	APPROVED
ARCH	ARCHITECT, ARCHITECTURAL
ARV	AIR RELEASE VALVE
AT	AERIAL TELEPHONE
ASTM	AMERICAN SOCIETY OF TESTING AND MATERIALS
AUTO	AUTOMATIC
AUX	AUXILIARY
AVRV	AIR & VACUUM RELEASE VALVE
AWS	AMERICAN WELDING SOCIETY
B	BOTTOM
BC	BRASS CAP, BOTTOM OF CURB
BD	BOARD
BF	BLIND FLANGE, BOTTOM FACE
BFV	BUTTERFLY VALVE
BK	BACK
BLDG	BUILDING
BLK	BLOCK
BLKG	BLOCKING
BM	BENCH MARK, BEAM
BO	BOTTOM OF
BOC	BOTTOM OF CONCRETE
BOF	BOTTOM OF FOOTING
BOS	BOTTOM OF STEEL
BOT	BOTTOM
BRG	BEARING
BRK	BRICK, BREAK
BTWN	BETWEEN
BU	BELL UP
BUR	BUILT UP ROOFING
BW	BOTTOM OF WALL
°C	DEGREE CELSIUS
C TO C	CENTER TO CENTER
C & G	CURB AND GUTTER
CB	CATCH BASIN
CDOT	COLORADO DEPARTMENT OF TRANSPORTATION
CFM	CUBIC FEET PER MINUTE
CFS	CUBIC FEET PER SECOND
CHEM	CHEMICAL
CI	CAST IRON PIPE
CJ	CONSTRUCTION / CONTROL JOINT
CL	CLASS, CENTERLINE
CLG	CEILING
CLR	CLEAR
℄	CENTERLINE
CMP	CORRUGATED METAL PIPE
CMT	CEMENT, CERAMIC MOSAIC TILE
CMU	CONCRETE MASONRY UNIT
CO	CLEANOUT
COL	COLUMN
CONC	CONCRETE
CONN	CONNECTION
CONST	CONSTRUCTION
CONT	CONTINUOUS
COORD	COORDINATE
COP	COPPER
CORR	CORRIDOR
CPLG	COUPLING
CPT	CARPET
CTR	CENTER
CU	COPPER
CU FT	CUBIC FEET
CU IN	CUBIC INCH
CVR PLS	COVER PLATES
CWT	CERAMIC WALL TILE
△	DELTA (ANGLE)
d_b	BAR DIAMETER
D	DRAIN, DIFFUSER
DBA	DEFORMED BAR ANCHOR
DBL	DOUBLE
DET	DETAIL
DF	DRINKING FOUNTAIN
DI	DUCTILE IRON PIPE, DROP INLET
DIA	DIAMETER
DIAG	DIAGONAL
DIM	DIMENSION
DIR	DIRECTION
DIST	DISTANCE
DN	DOWN
DP	DAMPPROOFING
DR	DOOR
DW	DISHWASHER
DWG	DRAWING
E	ENERGY
(E)	EPOXY COATED REINFORCING
EA	EACH
ECC	ECCENTRIC
EF	EACH FACE
EJ	EXPANSION JOINT
EL	ELEVATION
ENGR	ENGINEER
ELB	ELBOW
ELEC	ELECTRIC, ELECTRICAL
EOP	EDGE OF PAVEMENT
EQ	EQUIVALENT, EQUATION
EQPT	EQUIPMENT
EQL SP	EQUALLY SPACED
EW	EACH WAY
EXP	EXPOSED
EXP JT	EXPANSION JOINT
EXP MTL	EXPANSION MATERIAL
EX	EXISTING
EXT	EXTERIOR
FC	FLEXIBLE COUPLING
FCA	FLANGED COUPLING ADAPTER
FD	FLOOR DRAIN
FDN	FOUNDATION
FE	FIRE EXTINGUISHER
FEC	FIRE EXTINGUISHER CABINET
FF	FINISHED FLOOR
FG	FINISHED GRADE
FH	FIRE HYDRANT
FIG	FIGURE
FIN	FINISHED
FL	FLOW LINE
FLASH	FLASHING
FLR	FLOOR
FLG	FLANGE
FRP	FIBERGLASS REINFORCED PLASTIC
FS	FAR SIDE
FT	FOOT, FEET
FTG	FOOTING
°F	DEGREE FAHRENHEIT
FW	FINISHED WATER
G	GAS, GRILLE
GA	GAUGE
GAL	GALLON
GALV	GALVANIZED
GCO	GRADE CLEANOUT
GL	GLASS
GND	GROUND
GP	GUARD POST
GPD	GALLONS PER DAY
GPH	GALLONS PER HOUR
GPM	GALLONS PER MINUTE
GR	GRADE
GSP	GALVANIZED STEEL PIPE
GV	GATE VALVE
GVL	GRAVEL
GYP BD	GYPSUM BOARD
H	HEIGHT, HIGH
HAS	HEADED ANCHOR STUD
HB	HOSE BIB
HC	HOLLOW CORE
HD	HUB DRAIN, HEAD
HDR	HEADER
HDWR	HARDWARE
HGT, HT	HEIGHT
HM	HOLLOW METAL
HORIZ, HOR.	HORIZONTAL
HP	HORSEPOWER
HPG	HIGH POINT GROUT
HVAC	HEATING, VENTILATING & AIR CONDITIONING
HWL	HIGH WATER LEVEL
HWY	HIGHWAY
I & C	INSTRUMENTATION & CONTROL
ld	DEVELOPMENT LENGTH
ldh	STD HOOK DEV LENGTH
ID	INSIDE DIAMETER
IE	INVERT ELEVATION
IF	INSIDE FACE
IN	INCH
INT	INTERSECTION, INTERIOR
INV	INVERT, INTERIOR
JST	JOIST
JT	JOINT
KIT	KITCHEN
KW	KILOWATT
L	LENGTH, LONG
LAV	LAVATORY
LBS	POUNDS
LB/CU FT	POUNDS PER CUBIC FOOT
LF	LINEAR FEET
LH	LEFT HAND
LNTL	LINTEL
LOC	LOCATION
LONG	LONGITUDINAL
LWL	LOW WATER LEVEL
MATL, MAT	MATERIAL
MAX	MAXIMUM
MB	MACHINE BOLT
MCC	MOTOR CONTROL CENTER
MECH	MECHANICAL
MFR	MANUFACTURER
MGD	MILLION GALLONS PER DAY
MG/L	MILLIGRAMS PER LITER
MH	MANHOLE
MIN	MINIMUM
MISC	MISCELLANEOUS
MJ	MECHANICAL JOINT
MR	MOISTURE RESISTANT
MO	MID-ORDINATE / MASONRY OPENING
MSL	MEAN SEA LEVEL
MTD	MOUNTED
MTL	METAL
(N)	NEW
NF	NON-FREEZE
NIC	NOT IN CONTRACT
NO	NUMBER
NOM	NOMINAL
NPT	NATIONAL PIPE THREADS
NS	NEAR SIDE
NTS	NOT TO SCALE
OC	ON CENTER
OD	OUTSIDE DIAMETER
OF	OUTSIDE FACE
OPNG, OPG	OPENING
OPP	OPPOSITE
P	PAINT
PC	POINT OF CURVE
PCF	POUNDS PER CUBIC FOOT
PE	PLAIN END
PEP	POLYETHYLENE PIPE
PEPP	POLYETHYLENE PRESSURE PIPE
PERIM	PERIMETER
PI	POINT OF INTERSECTION
PJF	PREMOLDED JOINT FILLER
PL	PLATE
PLAS LAM	PLASTIC LAMINATE
PLF	POUNDS PER LINEAL FOOT
PLYWD	PLYWOOD
POB	POINT OF BEGINNING
PP	POWER POLE
PRCST	PRECAST
PREFIN	REFINISHED
PRESS	PRESSURE
PRI	PRIMARY
PROP	PROPERTY
PRV	PRESSURE REDUCING VALVE
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PSIG	POUNDS PER SQUARE INCH, GAUGE
PT	POINT OF TANGENCY
PTD	PAINTED
PVC	POLYVINYL CHLORIDE
PVI	POINT OF VERTICAL INTERSECTION
PVMT	PAVEMENT
R&R, R/R	REMOVE AND REPLACE
R, RAD	RADIUS, RISER, REGISTER
RB	RUBBER BASE
RC	REINFORCED CONCRETE
RCP	REINFORCED CONCRETE PIPE
RD	ROOF DRAIN, ROAD
REBAR	REINFORCING BAR
RED	REDUCER
REF, RE	REFER, REFERENCE
REINF	REINFORCING, REINFORCE
REQD	REQUIRED
RH	RIGHT HAND
RM	ROOM
RND	ROUND
RO	ROUGH OPENING
ROW	RIGHT OF WAY
RST	REINFORCING STEEL
RW	RAW WATER
S	SEWER, SLOPE
SAC	SUSPENDED ACOUSTICAL CEILING
SC	SOLID CORE
SL	SLOPE
SCFM	STANDARD CUBIC FEET PER MINUTE
SCHED	SCHEDULE
SECT	SECTION
SED	SEE ELECTRICAL DRAWINGS
SH, SHT	SHEET
SIM	SIMILAR
SFM	SEWAGE FORCE MAIN
SMD	SEE MECHANICAL DRAWINGS
SP	SPACE, SPACES
SPD	SEE PROCESS DRAWINGS
SPEC	SPECIFICATIONS
SPEC'D	SPECIFIED
SQ	SQUARE
SQ FT, SF	SQUARE FOOT
SQ IN	SQUARE INCH
SSD	SEE STRUCTURAL DRAWINGS
SST	STAINLESS STEEL
STA	STATION
STD	STANDARD
STL	STEEL
STRUCT	STRUCTURE, STRUCTURAL
SYMM	SYMMETRICAL
T	TREAD, TOP, TELEPHONE
TB	THRUST BLOCK
T&B	TOP AND BOTTOM
T&G	TONGUE AND GROOVE
TAN	TANGENT
TBM	TEMPORARY BENCH MARK
TC	TOP OF CONCRETE
TDH	TOTAL DYNAMIC HEAD
TECH	TECHNICAL
TEL	TELEPHONE
TEMP	TEMPERATURE
TF	TOP FACE
TH	TEST HOLE
THD'D	THREADED
THK	THICK (NESS)
TO	TOP OF
TOB	TOP OF BEAM
TOC	TOP OF CURB, CONCRETE
TOF	TOP OF FOOTING
TOM	TOP OF MASONRY BLOCK
TOP	TOP OF PIPE
TOPO	TOPOGRAPHY
TOS,TST	TOP OF STEEL
TOW	TOP OF WALL
TRANSV	TRANSVERSE
TS	CATHODIC PROTECTION TEST STATION
TYP	TYPICAL
TZ	TERRAZZO
UBC	UNIFORM BUILDING CODE
UNO	UNLESS NOTED OTHERWISE
UP	UNDERGROUND POWER
UT	UNDERGROUND TELEPHONE
UV	ULTRAVIOLET
V	VENT
VC	VERTICAL CURVE
VCP	VITRIFIED CLAY PIPE
VCT	VINYL COMPOSITION TILE
VERT	VERTICAL
VIF	VERIFY IN FIELD
VTR	VENT THROUGH PIPE
W/	WITH
W/O	WITHOUT
W	WIDE, WATER
WC	WATER CLOSET
WD	WOOD
WP	WORKING POINT, WATERPROOFING
WS	WATER STOP
WT	WEIGHT
WTP	WATER TREATMENT PLANT
WWTP	WASTEWATER TREATMENT PLANT
WWF	WELDED WIRE FABRIC
YD	YARD

SECTION OR DETAIL IDENTIFICATION



NOTE:
SECTIONS ARE LETTERED AND DETAILS ARE NUMBERED.

RELOCATED ITEMS

SHOWN SCREENED AND CALLED OUT AS RELOCATED

MATERIALS

- CONCRETE
- SAND, GROUT OR MORTAR
- STEEL
- ALUMINUM
- GRATING IN PLAN
- GRATING IN SECTION
- EARTH SURFACE
- LIQUID
- FUTURE
- DEMOLITION HATCH

NOTES:

THIS IS A STANDARD SHEET. THEREFORE, SOME ABBREVIATIONS APPEARING ON THIS SHEET MAY NOT BE USED. INDIVIDUAL DRAWINGS WITH ABBREVIATIONS TAKE PRECEDENCE OVER THIS SHEET.

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DRAWN BY: JFA
CHECKED BY: RJA
DATE: OCTOBER 2014

Hatch Mott MacDonald

CITY OF LOUISVILLE, COLORADO
HOWARD BERRY
WATER TREATMENT PLANT
SOLIDS HANDLING IMPROVEMENTS

ABBREVIATIONS

PROJECT NO. 336016
SHEET NO. G5
5
DWG. OF

CIVIL LEGEND

ROW	RIGHT-OF-WAY (ROW)
	GRAVEL SURFACE
	CONCRETE WALK
	PAVEMENT
	DRAINAGE DITCH
	ABANDON PIPE IN PLACE
	TEST HOLE
	PROPERTY CORNER MARKER
	SIGN
	HANDICAP RAMP
GP	GUARD POST
PP	POWER POLE
	FIRE HYDRANT
WV	GAS VALVE
GM	GAS METER
GR	GAS RISER
LP	LIGHT POLE
PP	POWER POLE
TP	TELEPHONE POLE
	WATER SPIGOT
WV	WATER VALVE
WM	WATER METER
WR	WATER RISER
WSP	SPRINKLER HEAD
TP-X	CONTROL POINT
SSCO	SANITARY SEWER CLEANOUT
SSMH	SANITARY SEWER MANHOLE
	DRAIN INLET
	MANHOLE OR METER VAULT
X X	FENCE
	CHAINLINK FENCE
	BLOCK WALL
	WOOD FENCE
	RAILROAD TIES (USED FOR LANDSCAPE)
EOC	EDGE OF CONCRETE
EOA	EDGE OF ASPHALT
	CENTERLINE
TOE	TOE OF SLOPE
TOB	TOP OF BANK
EOG	EDGE OF GRAVEL
RL RL RL	ROCK LINE
W	WATER
SS	SANITARY SEWER
T	TELEPHONE
UGE	UNDERGROUND ELECTRIC
OHE	OVERHEAD ELECTRIC
G	GAS
WSE 4935.26	SPRINKLER HEAD/SPOT ELEV.
x 4935.26	SPOT ELEVATION
XXX	MAJOR CONTOUR
	MINOR CONTOUR
XXX	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	CHERRY TREE
	COTTONWOOD TREE
	PINON TREE
	ELM TREE
	PINE TREE
	BLUE SPRUCE TREE
	BUSH
	TREE (UNIDENTIFIED)
	JUNIPER TREE
	ALPINE TREE
	STUMP
	CEDAR
	WILLOW
	OAK
	TREELINE
EOP	EDGE OF PAVEMENT
E/M	EASEMENT
TOC	TOP OF CURB
	FLOW LINE
	SIDEWALK

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CITY OF LOUISVILLE, COLORADO
HOWARD BERRY
WATER TREATMENT PLANT
SOLIDS HANDLING IMPROVEMENTS

CIVIL LEGEND

PROJECT NO. 336016
SHEET NO. C1
DWG. 6 OF

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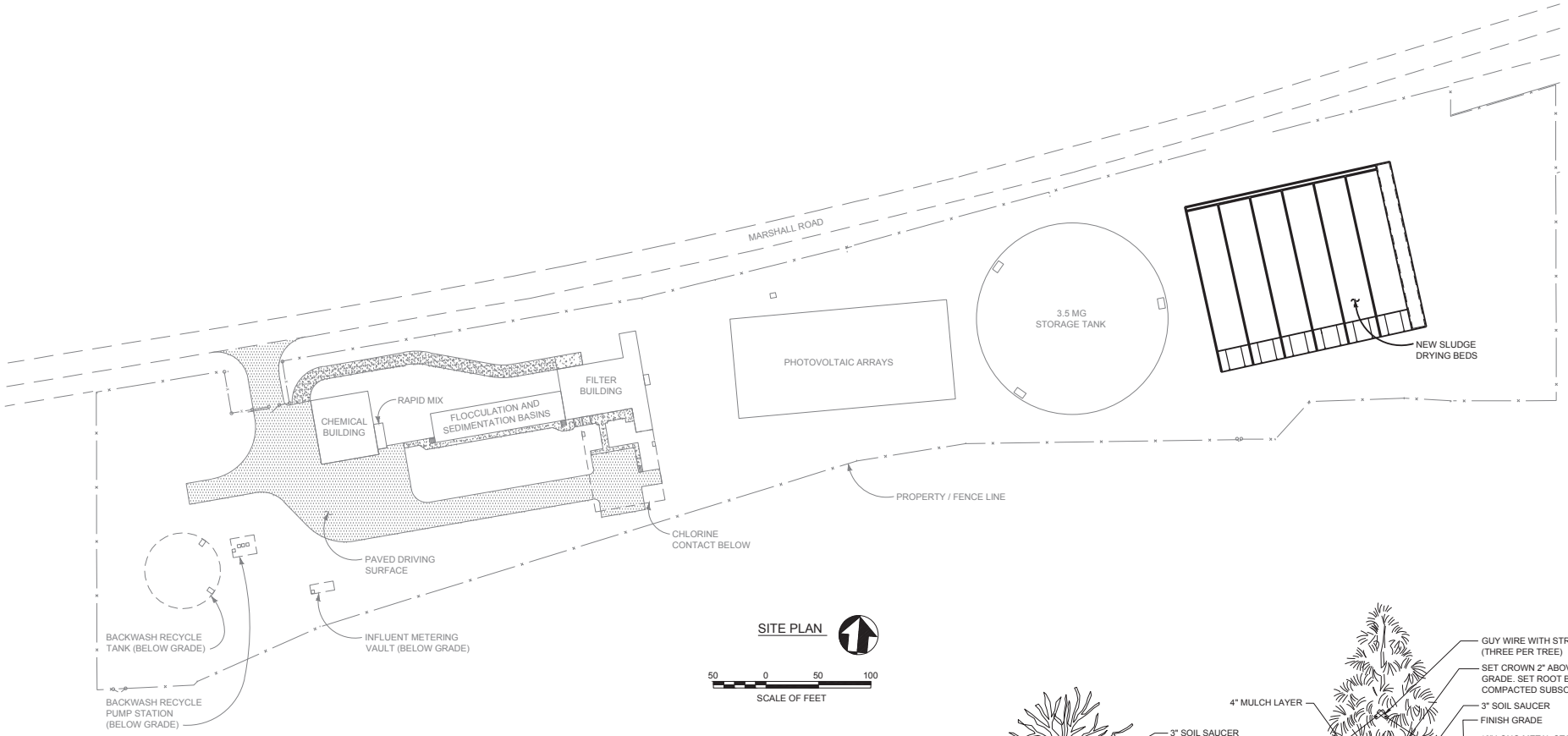

SITE PLAN

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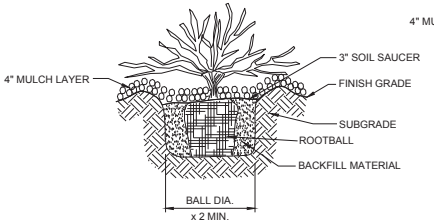
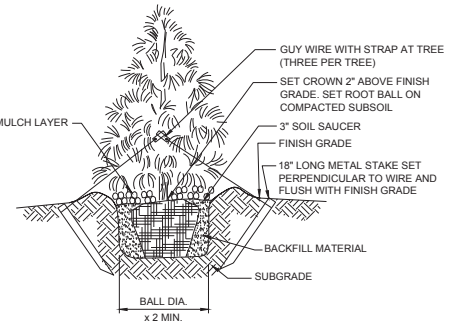
SCALE OF FEET



SHRUB PLANTING DETAIL
NTS



TREE PLANTING DETAIL
NTS

30% DRAFT

VERIFY SCALES	NO.	DATE	REVISION	BY	CHK.
BAR IS ONE INCH ON ORIGINAL DRAWING. 0" 1" IF NOT ONE INCH ON THIS DRAWING, ADJUST SCALES ACCORDINGLY.					

DESIGNED BY: RJA
DRAWN BY: JFA
CHECKED BY: RJA
DATE: OCTOBER 2014

Hatch Mott MacDonald

CITY OF LOUISVILLE, COLORADO
HOWARD BERRY
WATER TREATMENT PLANT
SOLIDS HANDLING IMPROVEMENTS

OVERALL SITE
AND LANDSCAPING PLAN

PROJECT NO. 336016
SHEET NO. C2
DWG. 7 OF

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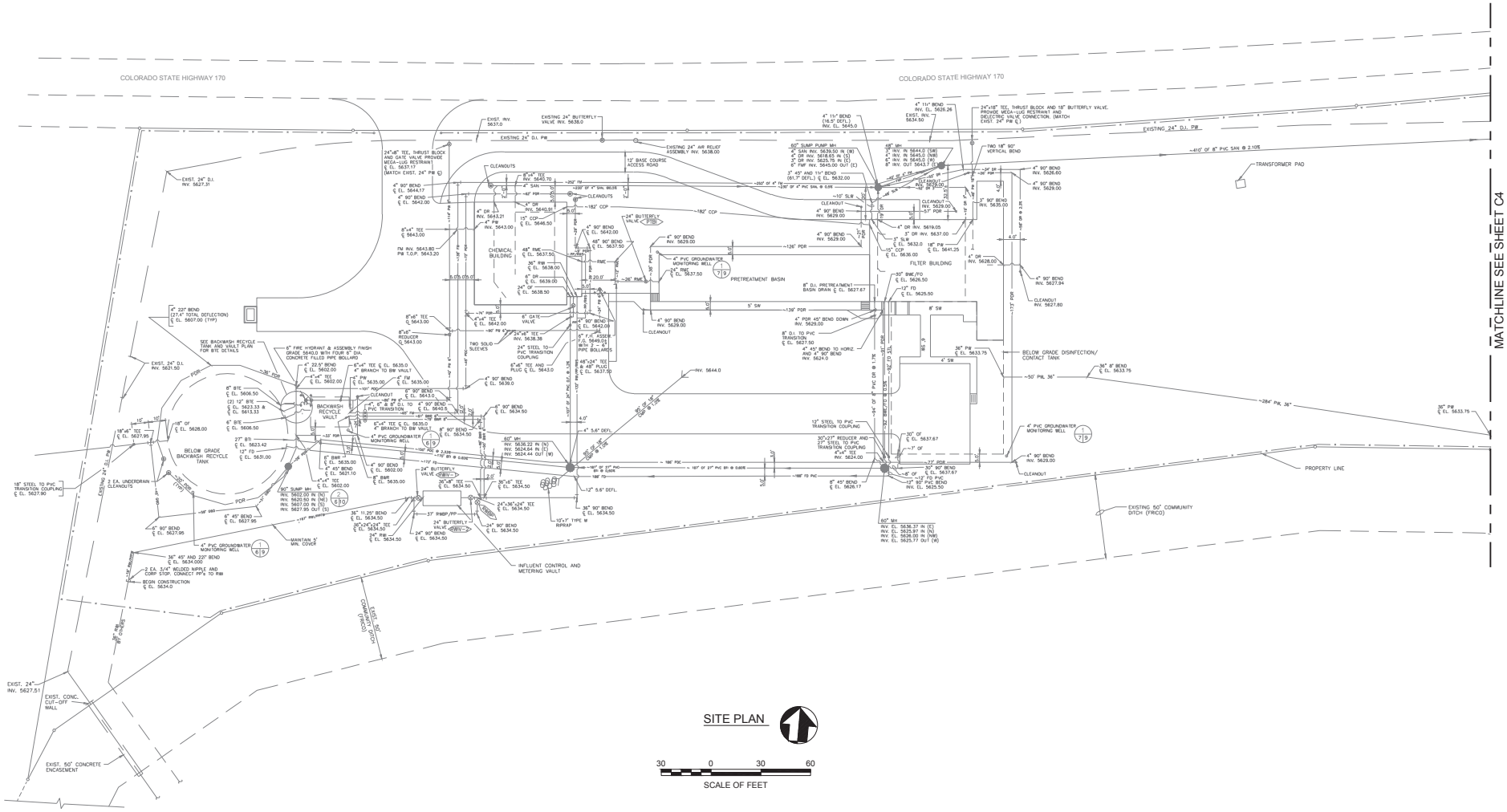

30% DRAFT

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Hatch Mott MacDonald

CITY OF LOUISVILLE, COLORADO
HOWARD BERRY
WATER TREATMENT PLANT
SOLIDS HANDLING IMPROVEMENTS

YARD PIPING PLAN

PROJECT NO. 336016
SHEET NO. C3
DWG. 7 OF

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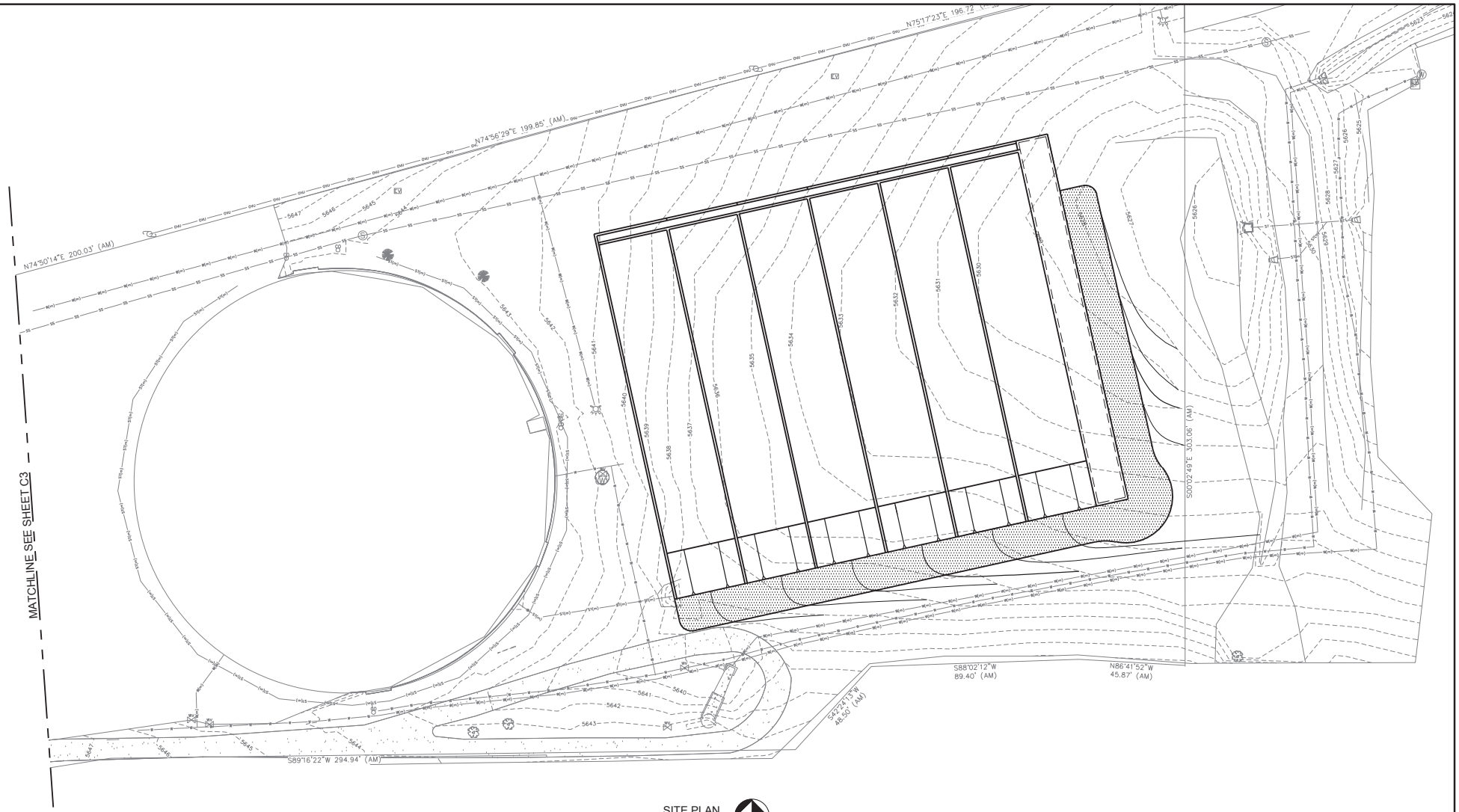

SITE PLAN

20 0 20 40

SCALE OF FEET

30% DRAFT

VERIFY SCALES	NO.	DATE	REVISION	BY	CHK.
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DRAWN BY: JFA
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DATE: OCTOBER 2014

Hatch Mott MacDonald

CITY OF LOUISVILLE, COLORADO
HOWARD BERRY
WATER TREATMENT PLANT
SOLIDS HANDLING IMPROVEMENTS

GRADING AND
YARD PIPING PLAN

PROJECT NO. 336016
SHEET NO. C4
DWG. 8 OF

9/25/14 14:38 ARC56862 R19 P:\336016 - LOUISVILLE SOUTH WTP SOLIDS HANDLING\DWL\C4.DWG XREFS: P:\336016 - LOUISVILLE SOUTH WTP SOLIDS HANDLING\XREF\X-TITLE.DWG;

EQUIPMENT

- PNEUMATIC DIAPHRAGM PUMP
- CENTRIFUGAL PUMP (DRY PIT)
- CENTRIFUGAL PUMP (WET PIT)
- PISTON PUMP
- DIAPHRAGM PUMP
- PROGRESSIVE CAVITY PUMP
- GEAR PUMP OR BLOWER (POSITIVE DISPLACEMENT)
- COMPRESSOR (PISTON)
- COMPRESSOR (CENTRIFUGAL OR BLOWER)
- EJECTOR-EDUCTOR
- CHEMICAL FEED PUMP
- EMERGENCY SHOWER/EYEWASH
- FLOWMETER - MAGNETIC TYPE
- FLOWMETER - PROPELLER TYPE (DISC, TURBINE)
- CONSTANT FLOW FITTING
- FLOWMETER - ROTAMETER TYPE
- FLOWMETER - FLOW TUBE
- QUICK DISCONNECT
- STATIC MIXER
- CALIBRATION COLUMN

MISC. PIPING SYMBOLS

- PIG INSERTION FITTING
- PIG COLLECTION FITTING
- FV FLOW VENTURI
- UNION
- END CAP (SCREWED / WELDED)
- HOSE RACK
- WYE STRAINER
- SIGHT FLOW INDICATOR
- FLEXIBLE CONNECTOR
- FLOW LINE AND DIRECTION
- PRESSURE GAGE STATION
- BACK FLOW PREVENTER (BFP)

PIPE FITTINGS

3"Ø AND LARGER	SMALLER THAN 3"Ø	
		PIPE
		WELDED JOINT
		GROOVED PIPE COUPLING JOINT
		FLANGED JOINT
		BLIND FLANGE
		MECHANICAL JOINT
		BELL & SPIGOT JOINT (LEADED)
		HUB & SPIGOT JOINT (RUBBER GASKET)
		FLANGED COUPLING ADAPTER (FCA)
		FLANGED COUPLING W/TIE RODS
		FLEXIBLE MECHANICAL COUPLING
		FLEXIBLE MECHANICAL COUPLING WITH THRUST TIE
		RUBBER FLEXIBLE COUPLING
		90° ELBOW (11 1/4 TO 45 SIMILAR)
		90° ELBOW UP (11 1/4 TO 45 SIMILAR)
		90° ELBOW DOWN (11 1/4 TO 45 SIMILAR)
		TEE
		TEE UP
		TEE DOWN
		LATERAL
		LATERAL UP
		LATERAL DOWN
		CONCENTRIC REDUCER
		ECCENTRIC REDUCER
		UNION

GATES

PLAN VIEW	SECTION VIEW	
		FABRICATED SLIDE GATE

VALVES

- OR GATE
- IRRIGATION CONTROL
- K KNIFE GATE
- OR BUTTERFLY
- GLOBE
- BALL
- V VEE-BALL
- OR PLUG OR COCK
- NEEDLE
- DIAPHRAGM
- S SOLENOID
- F FLUSHING CONNECTION
- M O/C MOTORIZED (OPEN/CLOSE ACTUATOR)
- M MOD MOTORIZED (MODULATING ACTUATOR)
- PNEUMATIC ACTUATED
- E ELECTRICALLY ACTUATED
- DUPLEX HOSE VALVE
- S SAMPLE
- MUD
- PRESSURE RELIEF (ANGLE)
- PRESSURE RELIEF (GLOBE)
- PRESSURE REGULATING
- ANGLE
- OR CHECK
- OR BALL CHECK
- BALL CHECK (SPRING LOADED)
- 3-WAY
- A AIR RELEASE
- CA COMBINATION AIR
- NF NON-FREEZE HOSE BIB
- FH FIRE HYDRANT
- Y YARD HYDRANT

NOTE:

1. THIS IS A STANDARD LEGEND SHEET. THEREFORE, SOME SYMBOLS OR ABBREVIATIONS APPEARING ON THIS SHEET MAY NOT BE USED.

30% DRAFT

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VERIFY SCALES	NO.	DATE	REVISION	BY	CHK.
BAR IS ONE INCH ON ORIGINAL DRAWING. 0" 1" IF NOT ONE INCH ON THIS DRAWING, ADJUST SCALES ACCORDINGLY.					

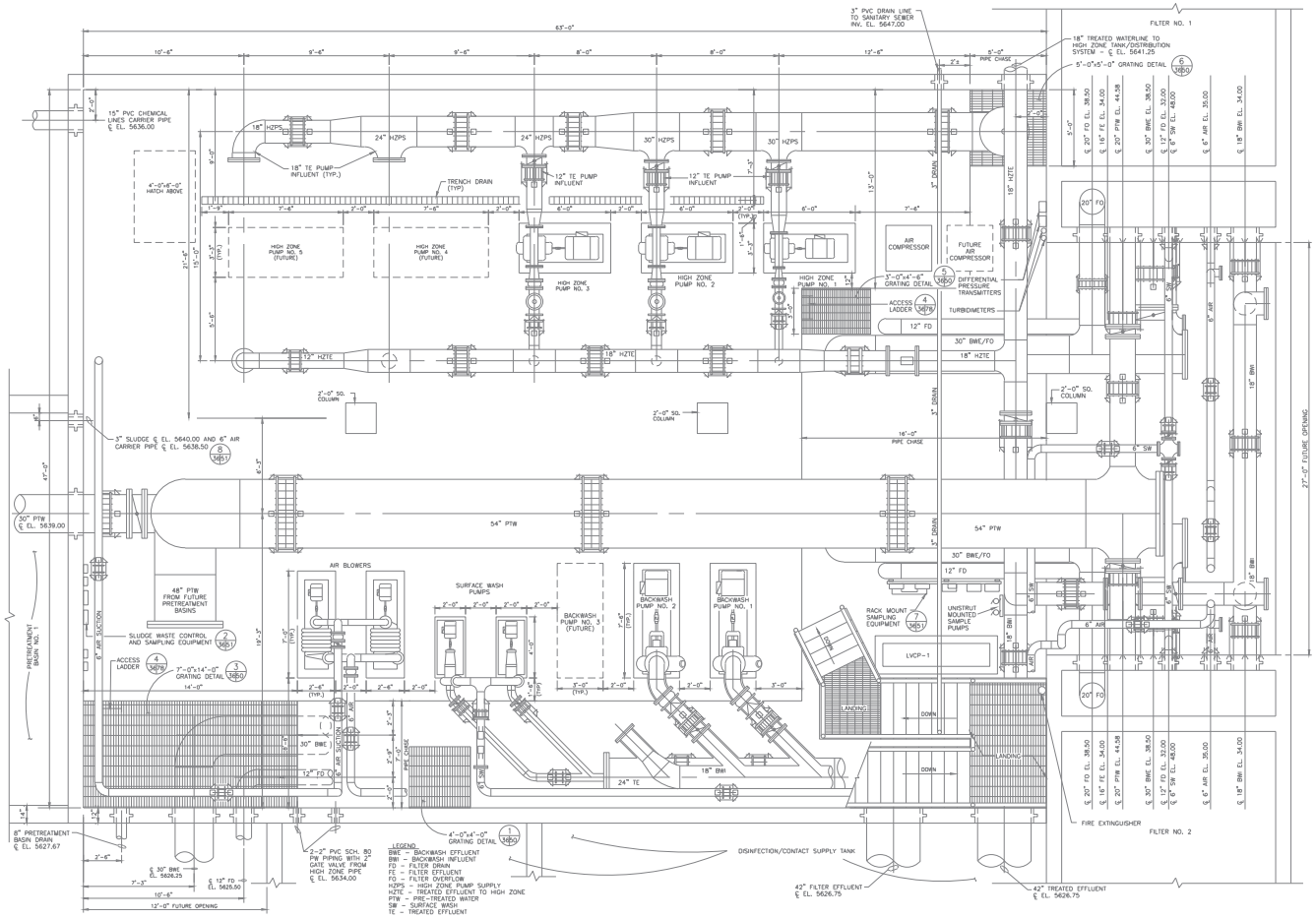
DESIGNED BY: RJA
DRAWN BY: JFA
CHECKED BY: RJA
DATE: OCTOBER 2014

Hatch Mott MacDonald

CITY OF LOUISVILLE, COLORADO
HOWARD BERRY
WATER TREATMENT PLANT
SOLIDS HANDLING IMPROVEMENTS

PROCESS LEGEND

PROJECT NO. 336016
SHEET NO. P1
DWG. 12 OF



PLAN
1/4"=1'-0"

30% DRAFT

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CITY OF LOUISVILLE, COLORADO
HOWARD BERRY
WATER TREATMENT PLANT
SOLIDS HANDLING IMPROVEMENTS

PROCESS BUILDING IMPROVEMENTS

PROJECT NO. 336016
SHEET NO. P2
DWG. 13 OF

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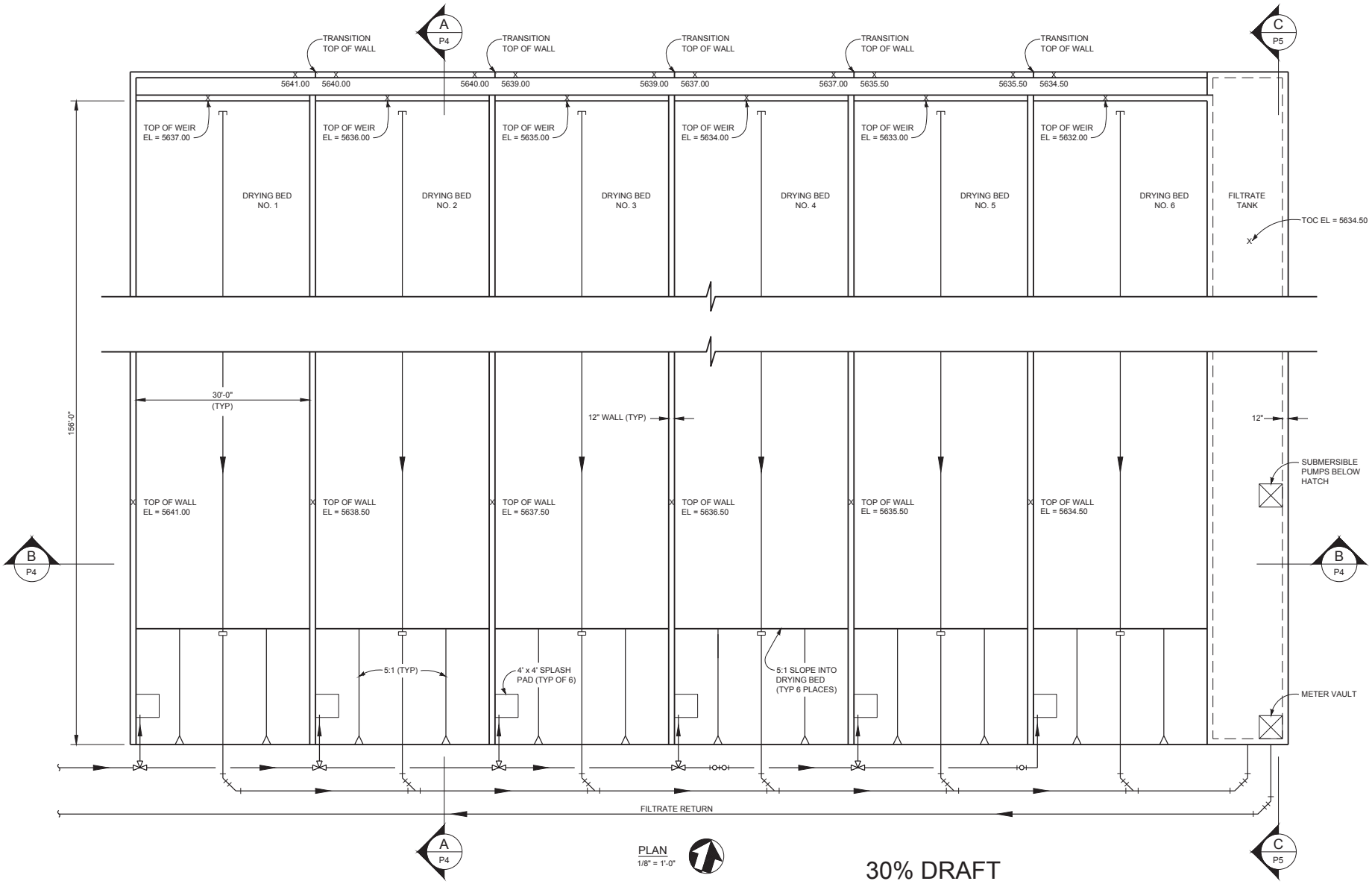

PLAN
1/8" = 1'-0"

30% DRAFT

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CHECKED BY: RJA
DATE: OCTOBER 2014

Hatch Mott MacDonald

CITY OF LOUISVILLE, COLORADO
HOWARD BERRY
WATER TREATMENT PLANT
SOLIDS HANDLING IMPROVEMENTS

DRYING BEDS PLAN

PROJECT NO. 336016
SHEET NO. P3
DWG. 14 OF

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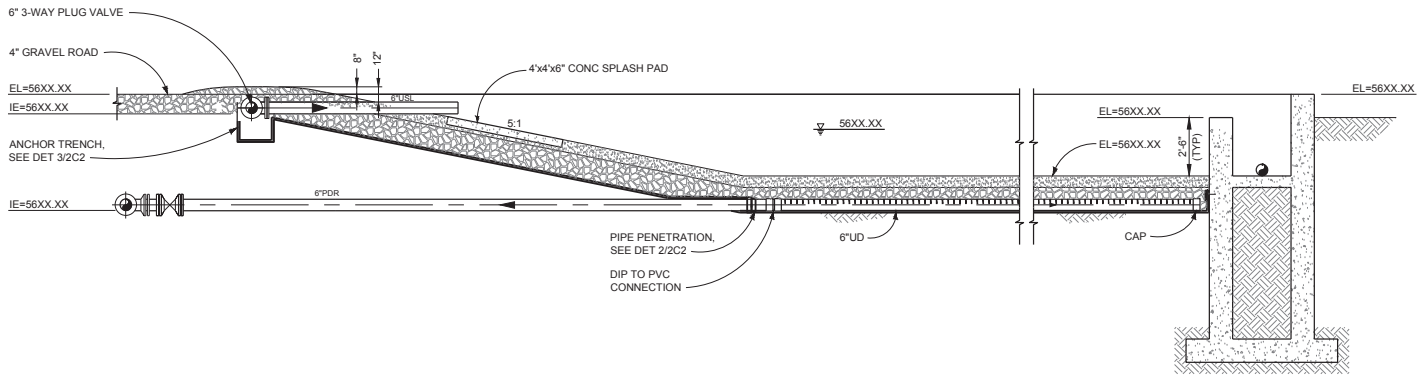
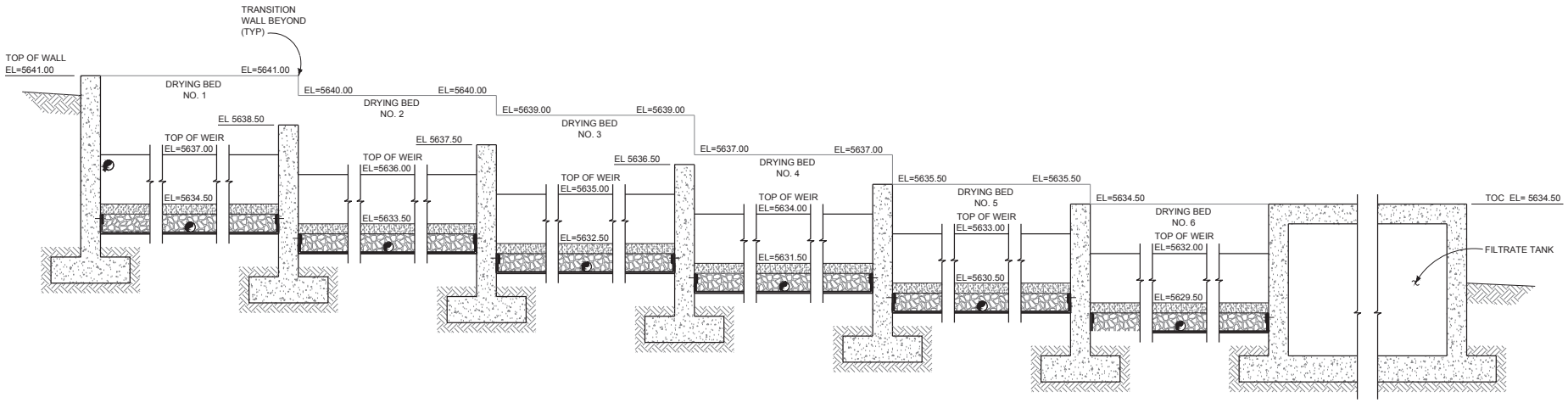


SECTION A
3/8"=1'-0"
P4



SECTION B
3/8"=1'-0"
P4

30% DRAFT

VERIFY SCALES	NO.	DATE	REVISION	BY	CHK.	DESIGNED BY: RJA	Hatch Mott MacDonald	CITY OF LOUISVILLE, COLORADO HOWARD BERRY WATER TREATMENT PLANT SOLIDS HANDLING IMPROVEMENTS	DRYING BEDS SECTIONS	PROJECT NO. 336016
BAR IS ONE INCH ON ORIGINAL DRAWING. 0" 1" IF NOT ONE INCH ON THIS DRAWING, ADJUST SCALES ACCORDINGLY.						DRAWN BY: JFA CHECKED BY: RJA DATE: OCTOBER 2014				SHEET NO. P4 DWG. OF

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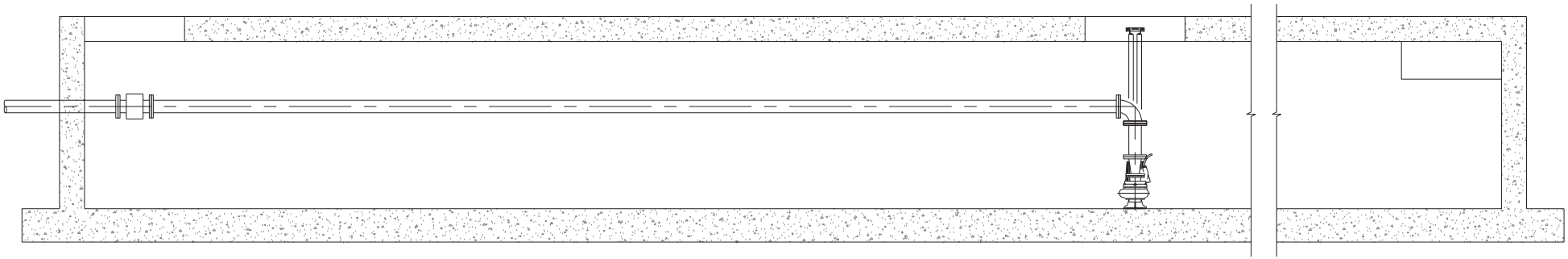
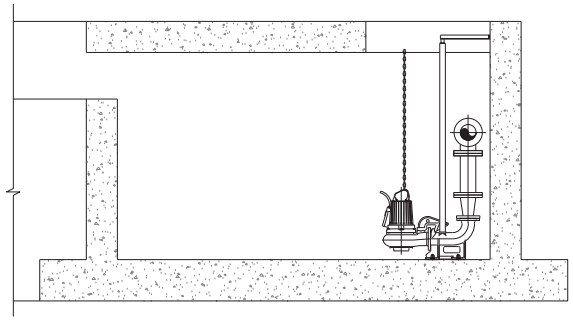


SECTION C
1/2"=1'-0"
P4



SECTION D
1/2"=1'-0"
P4

30% DRAFT

VERIFY SCALES	NO.	DATE	REVISION	BY	CHK.
BAR IS ONE INCH ON ORIGINAL DRAWING. 0" 1" IF NOT ONE INCH ON THIS DRAWING, ADJUST SCALES ACCORDINGLY.					

DESIGNED BY: RJA
DRAWN BY: JFA
CHECKED BY: RJA
DATE: OCTOBER 2014

Hatch Mott MacDonald

CITY OF LOUISVILLE, COLORADO
HOWARD BERRY
WATER TREATMENT PLANT
SOLIDS HANDLING IMPROVEMENTS

DRYING BEDS SECTIONS

PROJECT NO. 336016
SHEET NO. P5
DWG. OF

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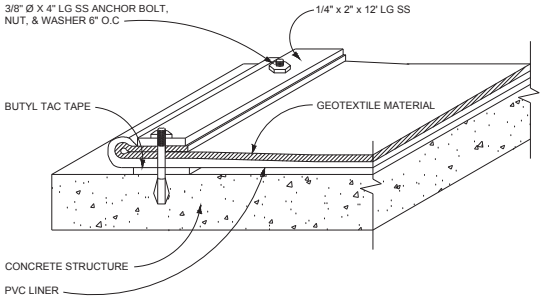
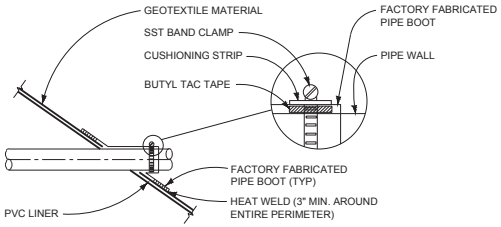


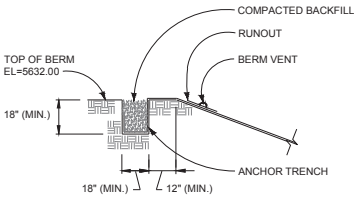
CONCRETE ANCHOR DETAIL

DETAIL 1/P6
NTS



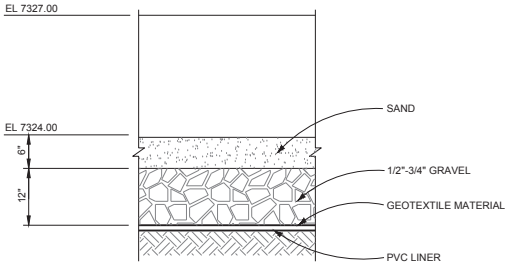
PIPE PENETRATION DETAIL

DETAIL 2/P6
NTS

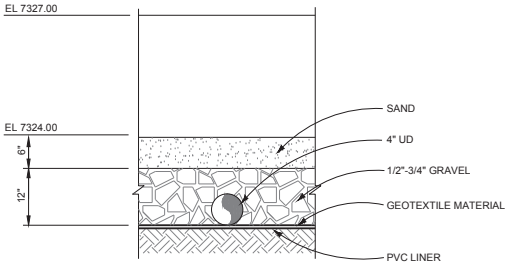


ANCHOR TRENCH

DETAIL 3/P6
NTS



SECTION E/P6
NTS



SECTION F/P6
NTS

30% DRAFT

VERIFY SCALES	NO.	DATE	REVISION	BY	CHK.
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DESIGNED BY: RJA
DRAWN BY: JFA
CHECKED BY: RJA
DATE: OCTOBER 2014

Hatch Mott MacDonald

CITY OF LOUISVILLE, COLORADO
HOWARD BERRY
WATER TREATMENT PLANT
SOLIDS HANDLING IMPROVEMENTS

DRYING BEDS
SECTIONS AND DETAILS

PROJECT NO. 336016
SHEET NO. P6
DWG. 16 OF

9/29/14 13:50, ARC58982, R19 P:\336016 - LOUISVILLE SOUTH WTP SOLIDS HANDLING\PROCESS\PLDWG.XREFS, P:\336016 - LOUISVILLE SOUTH WTP SOLIDS HANDLING\XREF\A-TITLE.DWG

VIEW - CURRENT

VIEW - PROPOSED DRYING BEDS

FIGURE 1
TOWN OF LOUISVILLE - HBWTP RESIDUALS HANDLING FACILITY
PHOTO SIMULATION - PERSPECTIVE VIEW FROM 7127 MARSHALL ROAD

Hatch Mott MacDonald

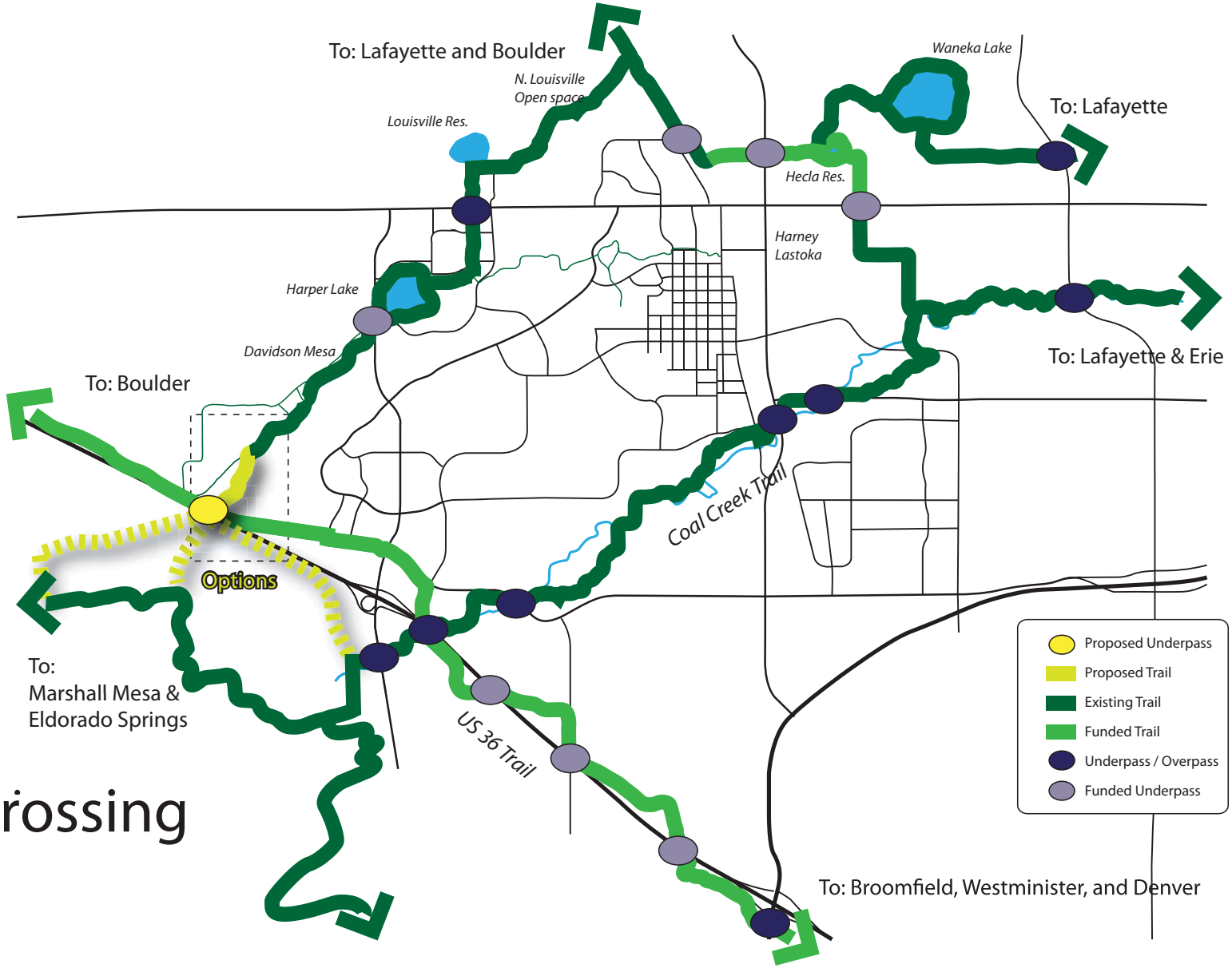
VIEW - CURRENT

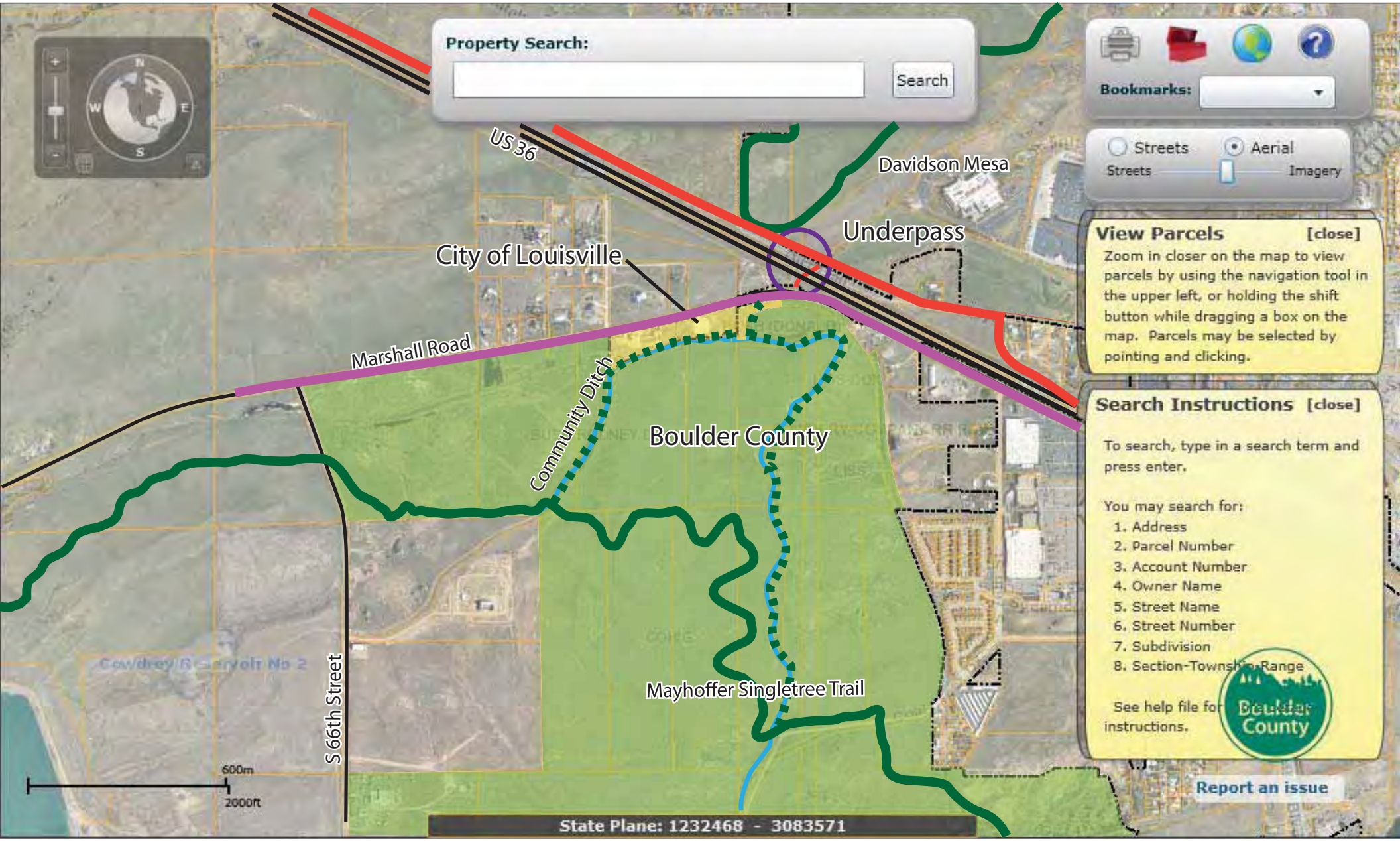
VIEW - PROPOSED DRYING BEDS

FIGURE 2
TOWN OF LOUISVILLE - HBWTP RESIDUALS HANDLING FACILITY
PHOTO SIMULATION - PERSPECTIVE VIEW FROM 7223 MARSHALL ROAD

Hatch Mott MacDonald

Overlook Crossing

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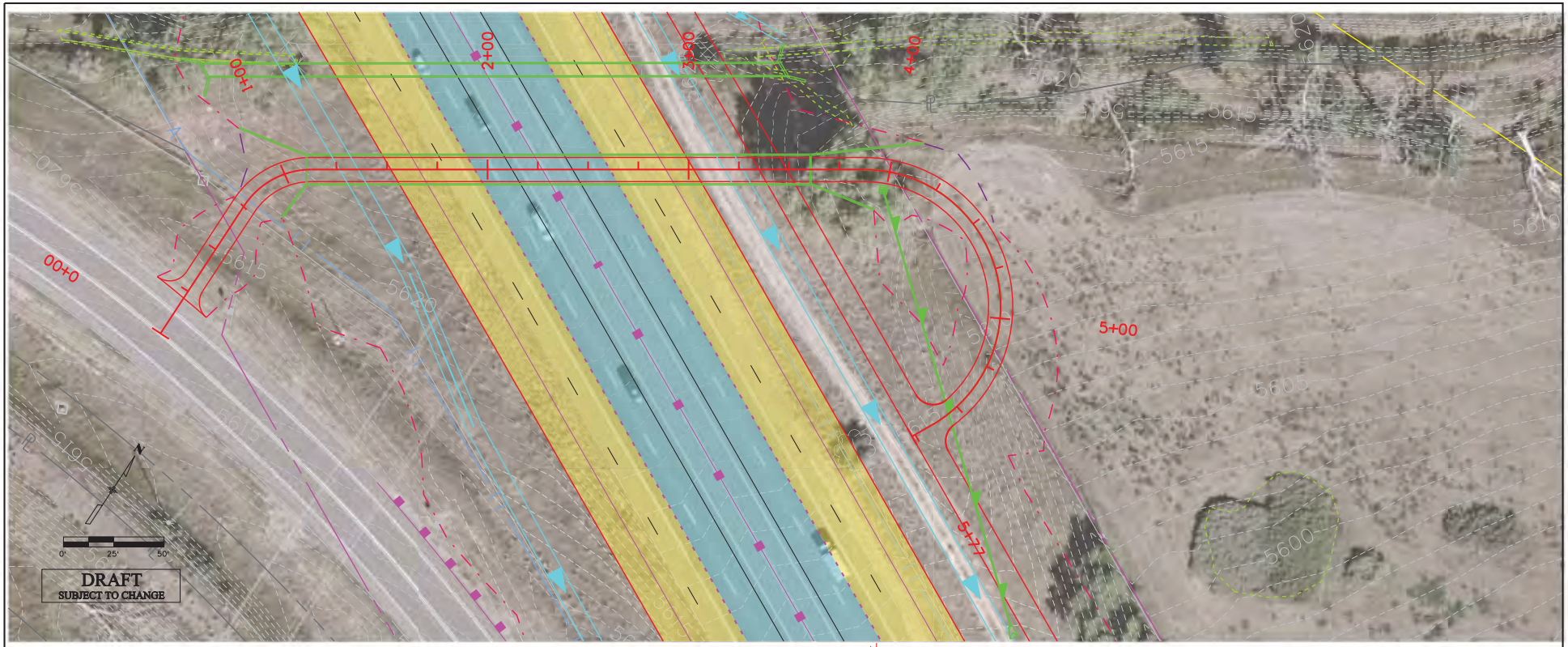
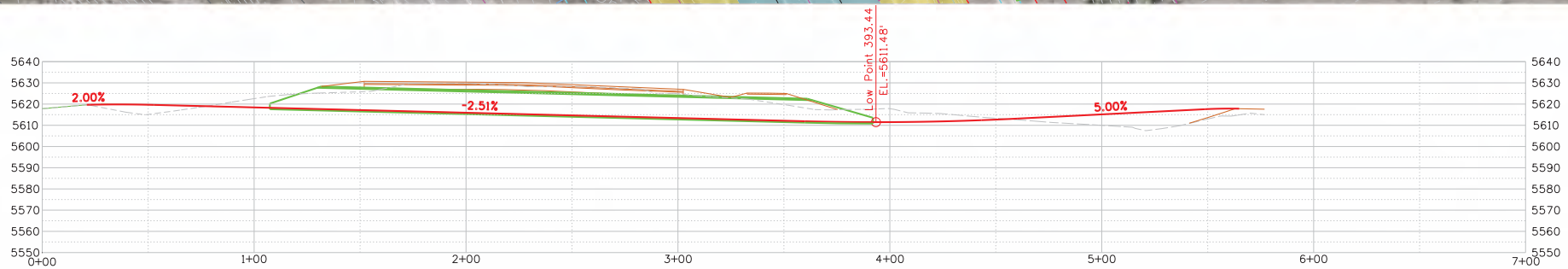
Search
Bookmarks:
Streets
Aerial
Streets
Imagery
View Parcels [close]
Zoom in closer on the map to view parcels by using the navigation tool in the upper left, or holding the shift button while dragging a box on the map. Parcels may be selected by pointing and clicking.
Search Instructions [close]
To search, type in a search term and press enter.
You may search for:
1. Address
2. Parcel Number
3. Account Number
4. Owner Name
5. Street Name
6. Street Number
7. Subdivision
8. Section-Township-Range
See help file for instructions.
Boulder County
Report an issue
US 36
Davidson Mesa
Underpass
City of Louisville
Marshall Road
Community Ditch
Boulder County
Mayhoffer Singletree Trail
S 66th Street
600m
2000ft
State Plane: 1232468 - 3083571





Print Date: 6/25/2012
File Name: Louisville Underpass.dgn
Horiz. Scale: 1:50 Vert. Scale: As Noted

Sheet Revisions		
Date:	Comments	Init.

Colorado Department of Transportation
DOT
1050 Lee Hill Road
Boulder, CO 80302
Phone: 303-546-5660 FAX: 303-444-0751

As Constructed			
No Revisions:			
Revised:	Designer:	Structure Numbers	
Void:	Detailer:		
	Sheet Subset:	Subset Sheets:	

US-36
Louisville Bikeway
Underpass (East Option)

Project No./Code
NH 0361-103
18907
Sheet Number

Kingem 3:16:47 PM J:_Transportation\WVXW7005.US36_Phase-2\700CADD\18907\Design\Working\Eric\Louisville Underpass.dgn

- **Howard Berry Water Treatment Facility: Resolution No. 07, Series 2015 -** A request for a final plat and special review use (SRU) to permit the construction of a new at grade sand drying beds to handle the Howard Berry water treatment plant residuals.
    - Applicant, and Representative: Hatch Mott MacDonald
    - Owner: City of Louisville
    - Case Manager: Sean McCartney, Principal Planner

Conflict of Interest and Disclosure:
Moline may have conflict of interest because he works for Boulder County Open Space who is the owner of the land immediately adjacent to the south of this facility. As the trail leaves the water treatment facility, the trail will enter Boulder County Open Space and connect to the existing trail. Pritchard does not think this will limit Moline's ability to participate in this conversation.

Public Notice Certification:
Published in the Boulder Daily Camera on January 25, 2015. Posted in City Hall, Public Library, Recreation Center, Courts, and Police Building on January 26, 2015. Mailed to surrounding property owners and property posted on January 26, 2015.

Staff Report of Facts and Issues:
Sean McCartney presented from Power Point.

- Request by the City of Louisville for an expansion to the Howard Berry Waste Water Treatment Plant which requires an SRU and final plat.
- The existing water treatment plant has been in operation since 1980 and is surrounded by Boulder County Open Space on the west, south and east and bordered to the north by Marshall Road and the Boulder-Denver Turnpike (US 36). There are existing residences located to the north of Marshall Road.
- The Louisville Municipal Code (LMC) requires a City facility must be approved by a SRU. It is a performance standard requirement. According to the Louisville Municipal Code, Section 17.24.30, the placement and use of a private utility, or the expansion of a municipal land use, in the A zone district requires a special review use (SRU). The plat is needed because the property has never been platted.
- The applicant, City of Louisville Public Works Department, has applied for a final plat and special review use (SRU) to authorize an outdoor drying bed (an expanded municipal use) on the Howard Berry Water Treatment Plant property. The drying beds are needed for the water treatment process. The property is currently zoned Agricultural (A).
- A Louisville Public Works employee and a consultant are present to give a further definition of a drying bed. Drying beds, also known as "residuals handling facility", are one of the final steps in the water treatment process. According to the applicant's consultant, "residuals are a byproduct of the treatment process and essentially consist of coagulating chemicals and organic suspended solids removed from the raw water stream. Currently, the residuals are discharged to the City's sewer system and processed at the wastewater treatment plant (WWTP). Elevated metal concentrations have been measured in the WWTP effluent and there is concern that the residuals loading from the water treatment process are the primary source. Handling residuals on site should reduce the solids and metals load to the WWTP."
- The setbacks and height proposed for the drying beds comply with the yard and bulk standards in the LMC.

Setback (accessory)	Required	Proposed
Front (north)	40 feet	50 feet
Side (east)	20 feet	110 feet
Rear (south)	10 feet	50 feet

- Overall site plan shows the beds will be located on the northeast side of the existing concrete water tank. There will be little to no impact from the visual because these are ground based and built to go with the topography of the ground.
- Public notices were sent out to properties within 500 feet of this property. As of the PC meeting today, no comments had been received.
- Staff is working to place a bike route which would connect the existing path coming through Davidson Mesa to an underpass under US 36 and continue on the north side of the treatment plant to connect with the Marshall Open Space. The location of the path will be determined and be part of the condition that discussion continues for the bike path.
- The Louisville Municipal Code § 17.40.100.A lists five criteria to be considered by the Planning Commission in reviewing a Special Review Use application. All five criteria have been met.

Staff finds the proposed drying beds development with condition is consistent with the Louisville Municipal Code Chapter 16, Section 17.40, and Section 17.12.040. Staff recommends Planning Commission approve Resolution No. 7, Series 2015, a resolution recommending approval of a Final Plat and Special Review Use at 7000 Marshall Road with the following condition:

1. "*the Howard Berry Water Treatment Facility shall dedicate a combination of land and or cash-in-lieu equivalent to, up to, 12% of the project site area needed for the portions of the planned trail and improvements as determined in the Alternatives Analysis".*

Commission Questions of Staff:
O'Connell asks about barbed wire currently in place.
McCartney says if the trail is located there, the fence will be relocated.

Applicant Presentation:
Dmitri Tepo, City of Louisville, Water Resources Engineer

Currently Howard Berry WWTP discharges all the water treatment plant byproducts to the sewer and subsequently to the wastewater treatment plant. It is causing the WWTP to violate its discharge permit. Howard Berry WWPT is being put on a compliance schedule which is mandating the plant to significantly reduce its discharge to the wastewater plant by August 2015. This project is designed to do this. We will no longer be discharging to the sewer but will be drying the residuals on site and then landfilling them.

Commission Questions of Applicant:
Tengler asks if Howard Berry is a collection unit for all the wastewater before it goes to the wastewater facility in east Louisville.
Tepo says that Howard Berry is one of the two drinking water facilities that the City operates. The reason all water treatment plants generate residuals is because as water is cleaned, the result is residual. It is typical of municipalities in this area. Wastewater treatment standards are getting tighter and in the past, it did not matter that all the plants were sending down residuals.

With the tighter standards, it is more difficult for the plants to meet their discharge permits because of the extra load they are receiving.
Tengler asks about the process of taking the dry bed material to the landfill.
Tepo says there are five separate drying beds or cells. Each cell will be filled and will dry and de-water by evaporation and infiltration. The byproducts are placed on top of a sand bed so the bed will not remain slushy or liquid for a long time. After byproduct has dried, a bobcat is used to load a dump truck and haul it to a landfill.
Tengler asks how toxic is it? No special disposal?
Tepo says it is not. They have to meet toxicity and radioactivity standards. According to their testing, it can be delivered to any landfill.
Brauneis asks if it is primarily minerals and metals?
Tepo says yes. Mainly, the concern at landfills is radionuclides and metals.
Tengler asks if the neighbors have anything to worry about?
Tepo says there is no smell or odor.
Tengler asks about the current fencing of 3 strand barb wire. He asks if the facility is under video surveillance?
Tepo says fencing details have not been discussed. He assumes the 3 strand barb wire is typical for water and wastewater facilities. It is not currently under video surveillance. They hope to run fiber optic cable to it and get surveillance.
Pritchard asks about solar panels that were approved to go on the west.
Tepo says yes, they will be on the west.

Public Comment:
None.

Summary and request by Staff and Applicant:
Staff recommends approval with condition stated. Russ states the purpose of this is accounting for clarification. As the trail comes forward, Staff is asking this facility to do what any application would do regarding planned bicycle improvement. This will give the City Manager, Public Works Director, and Finance Director the nexus to say a portion of the trail can come from the Water Enterprise Fund because it is the cost of the Fund to do business in Louisville. We can pull a portion of the funding from the water fund itself. It needs to meet the 12% requirement.

Closed Public Hearing and discussion by Commission:
Moline is in support.
Rice is in support.
Tengler is in support.
Bauneis is in support.
O'Connell is in support.

Motion made by Brauneis to approve **Resolution No. 07, Series 2015 -** A Resolution recommending approval of a final plat and Special Review Use (SRU) to permit the construction of new at grade sand drying beds to handle the Howard Berry Water Treatment Plant residuals.

1. The Howard Berry Water Treatment Facility shall dedicate a combination of land and or cash-in-lieu equivalent to, up to, 12% of the project site area needed for the portions of the planned trail and improvements as determined in the Alternatives Analysis.

Second by Rice. Roll count vote.

Name	Vote
Chris Pritchard	Yes
Cary Tengler	Yes
Steve Brauneis	Yes
Jeff Moline	Yes
Ann O'Connell	Yes
Tom Rice	Yes
Scott Russell	N/A
Motion passed/failed:	Pass

Motion passes 6-0.

City Council – Public Hearing
Howard Berry Water Treatment Facility
Final Plat and SRU
Resolution No. 16, Series 2015

A RESOLUTION APPROVING A FINAL PLAT AND SPECIAL REVIEW USE (SRU) FOR IMPROVEMENTS TO PERMIT THE CONSTRUCTION OF A NEW AT GRADE SAND DRYING BED TO HANDLE THE WATER TREATMENT PLANT RESIDUALS AT 7000 MARSHALL ROAD

Prepared by:
Dept. of Planning & Building Safety

Howard Berry WWTP Plat and SRU

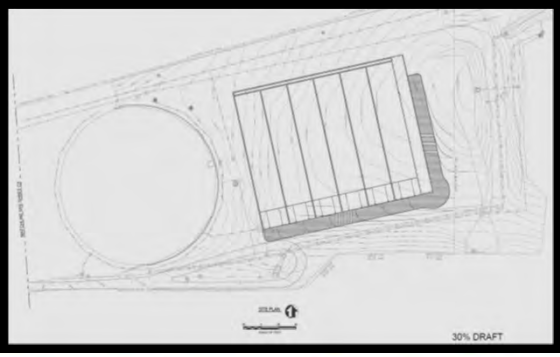
- Howard Berry Plant has been in operation since 1980
- SRU needed for the use
- Plat required since the property has not been platted

Howard Berry WWTP Plat and SRU

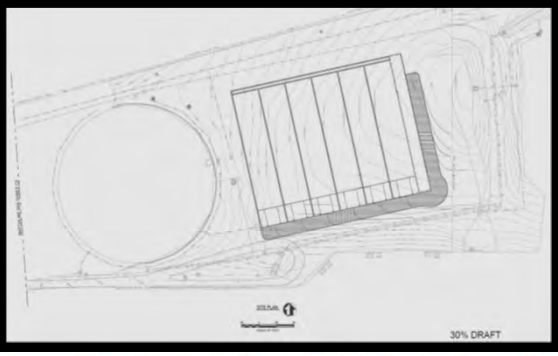
- Drying beds are known as "residuals handling facility"
- Handling residuals on site will reduce the solids and metals load on the WWTP

Setback (accessory)	Required	Proposed
Front (north)	40 feet	50 feet
Side (east)	20 feet	110 feet
Rear (south)	10 feet	50 feet

Howard Berry WWTP Plat and SRU



Howard Berry WWTP Plat and SRU



VIEW - CURRENT

VIEW - PROPOSED DRYING BEDS

Howard Berry WWTP Plat and SRU

Bike Path:

- Located on north side of property
- To connect the Louisville trail system to Marshall Open Space

Howard Berry WWTP Plat and SRU

Special Review Use:

City Facilities are an allowed land use with a special review use permit. Louisville Municipal Code § 17.40.100.(A) lists five criteria to be considered by the Planning Commission in reviewing a Special Review Use application. The Planning Commission is authorized to place conditions on their recommendation of approval, if they believe conditions are necessary to comply with the criteria.

Howard Berry WWTP Plat and SRU

Special Review Use:

1. That the proposed use/development is consistent in all respects with the spirit and intent of the comprehensive plan and of this chapter, and that it would not be contrary to the general welfare and economic prosperity of the city or the immediate neighborhood;

The 2013 Comprehensive Plan states *"PRINCIPLE MI-1. The City should provide adequate public facilities, water, sewer and related services to meet the demand of existing and future residents and commercial and industrial growth."*

Staff believes this criterion has been met.

Special Review Use:

2. That such use/development will lend economic stability, compatible with the character of any surrounding established areas;

The proposed drying beds are necessary for a continually changing and growing community. The proposed expansion is also compatible with the character of the surrounding established neighborhood because the use has been in operation for over 30 years.

Staff finds this criterion is met.

Howard Berry WWTP Plat and SRU

Special Review Use:

3. That the use/development is adequate for the internal efficiency of the proposal, considering the functions of residents, recreation, public access, safety and such factors including storm drainage facilities, sewage and water facilities, grades, dust control and such other factors directly related to public health and convenience;

The proposed development's site plan, if approved, is designed consistent with the standards established in the Louisville Municipal Code and the IDDSG.

Staff believes this criterion has been met.

Howard Berry WWTP Plat and SRU

Special Review Use:

4. That external effects of the proposal are controlled, considering compatibility of land use; movement or congestion of traffic; services, including arrangement of signs and lighting devices as to prevent the occurrence of nuisances; landscaping and other similar features to prevent the littering or accumulation of trash, together with other factors deemed to affect public health, welfare, safety and convenience;

The proposed drying beds, if approved, should not generate external impacts beyond what is currently experienced. The external effects of the proposal are controlled and the site plan provides appropriate vehicular / internal circulation.

Staff finds this criterion is met.

Howard Berry WWTP Plat and SRU

Special Review Use:

5. That an adequate amount and proper location of pedestrian walks, malls and landscaped spaces to prevent pedestrian use of vehicular ways and parking spaces and to separate pedestrian walks, malls and public transportation loading places from general vehicular circulation facilities.

This development is not considered a public realm therefore there are limited pedestrian oriented areas throughout the internal site.

Staff believes this criterion has been met.

Staff recommends approval of the final Plat, PUD and SRU for the Louisville WWTP with the following condition:

1. The Howard Berry Water Treatment Facility shall dedicate a combination of land and or cash-in-lieu equivalent to, up to, 12% of the project site area needed for the portions of the planned trail and improvements as determined in the Alternatives Analysis.

Reasons for the Drying Bed Project

- Discharge of water treatment byproducts to the wastewater treatment plant is problematic
- Industrial pretreatment regulations mandate that Howard Berry reduce it's discharge to the wastewater treatment plant
- Howard Berry is currently on a compliance schedule for discharge reduction

SUBJECT: **APPROVAL OF 2016 GOALS**

DATE: **MARCH 17, 2015**

PRESENTED BY: **MALCOLM FLEMING, CITY MANAGER**

SUMMARY:
During the February 10, 2015 City Council goal setting meeting, Council reviewed and suggested edits to staff's draft Program Summary (which includes Programs, Goals, Sub-Programs, Key Indicators and 2016 Potential Contributing Projects). Attachment 1 reflects (in redline font) the changes Council suggested be made to that draft document. Staff asks Council to confirm the attached final draft reflects the programs, goals, sub-programs and key indicators around which staff should organize the 2016 budget.

The list of 2016 Potential Contributing Projects included in the February 10 draft was incomplete and tentative, and included only to provide examples of projects and/or activities that might fit within each Sub-Program. Staff is not asking Council to approve any of these projects at this time; staff will present a list of Proposed Contributing Projects as part of the 2016 Proposed Budget (with capital projects presented during the June 9th Budget Retreat, and all other projects/activities presented in the Proposed Budget on September 15th). Accordingly, Attachments 2 and 3 are intended as 1-page (at-a-glance handout) and 2-page (somewhat easier to read the details electronically) summaries of the City's Programs, Goals, Sub-Programs and Key Indicators.

Background
Council Members, the public and staff have expressed interest in displaying the City's Budget in a different way—categorized into Programs—in an effort to make it easier to understand the services the City provides and to more effectively communicate the resources (people and funds) used to provide those services. On the other hand, many people (staff, Council Members and the public) are also used to and rely on the way the City's Budget is currently organized—around Funds, Departments, Cost Centers and activities. To address the interest in a Program format, without compromising the familiarity some have with the existing format, we intend to add this Program Summary, along with additional information on program revenues, expenditures, FTEs and performance indicators, as a new section of the budget document. This approach is intended to help serve as an "Executive Summary" that will make it easier to understand—or to understand in a different way—the City's budget.

Budget Calendar
The following are key dates for Council and formal public comments in the budget process:

- **May 5, 2015** – Council Considers 2015 Budget Amendment for Rollovers, New Expenditure Items, and Revenue Adjustments
- **June 9, 2015** – Council Budget Retreat to Refine & Reprioritize 2016 Goals, Discuss Recommended C-I-P, and Revenue Update
- **September 15, 2015** – City Manager's Recommended Budget Presented to City Council at a Regular Meeting (Public Hearing Set)
- **September 22, 2015** – City Council Reviews and Discusses 2015 Goals and Recommended Budget at Study Session (Special Meeting)
- **October 13, 2015** – City Council Reviews and Discusses 2015 Goals and Recommended Budget at Study Session (Special Meeting)
- **October 20, 2015** – City Council Conducts Public Hearing on Revised Recommended Budget
- **November 2, 2015** (Monday) – City Council Considers Resolutions to Adopt the Budget, Appropriate Funds, and Levy Taxes

FISCAL IMPACT:
Depends on direction from Council.

RECOMMENDATION:
Staff asks Council to (1) confirm the marked up draft reflects the programs, goals, sub-programs and key indicators around which staff should organize the 2016 budget, and (2) identify and advise staff of any unavoidable conflicts Council Members may have with the budget calendar and then reserve the key dates to minimize future schedule conflicts.

ATTACHMENTS:
1. Redline Program Summary, Goals, Sub-Programs, Key Indicators and 2016 Potential Contributing Projects showing edits from February 10 Council meeting.
2. 1-Page Program and Goals Summary
3. 2-Page Program and Goals Summary

City of Louisville Program Summary, Goals, Sub-Programs, Key Indicators and 2016 Potential Contributing Projects

Programs	Goals	Sub-Programs	Key Indicators	2016 Potential Contributing Projects (Note: Move these to a different worksheet)
Transportation	A safe, well-maintained, effective and efficient multi-modal transportation system at a reasonable cost.	Planning and Engineering	A~~cceptable a~~ccessbility and mobility index, Mode split, % of trip types: regional/local A~~cceptable a~~ccident rates; compliance with OCI and per capita cost policy objectives; measured satisfaction levels; streets, trails plowed and public buildings shoveled within XX hours.	1. Complete South Street Underpass 2. Highway 42 PEL Implementation 3. DDI Complete
		Transportation Infrastructure Maintenance		1. Via Appia Resurfaced 2. 2016 Downtown Booster complete 3. Lucity Asset Management Software, ERP and Cartegraph Permit module fully operational
		Streetscapes		
		Snow & Ice Removal		Improved snow removal with computer controls, storage and ice slicer
Utilities	Ensure s~~S~~afe, reliable, ~~good~~great tasting water; properly treated wastewater; effective stormwater control; successfully managed solid waste; and competitive prices for all services.	Water	Compliance with all regulations; Minimal complaints; Competitive prices; Effective conservation of resources; Measured satisfaction levels.	1. Finish Major Renovations (Pump Station, Chlorine System, Chlorine Contact Tank) to SCWTP 2. Evalaute Water Financial Plan
		Wastewater		Substantial Completion of WWTP
		Stormwater		Complete Citywide Drainage Asset Management Plan
		Solid Waste, Recycling and Composting		
Public Safety & Justice	Police and other City staff working with the community to help ensure safety; ~~and to~~ satisfy residents' expectations that individuals observe the City's Municipal Code and State Law; and t~~T~~he justice system is fair, effective and efficient.	Patrol and Investigation	Everyone knows their neighbors; Low crime and Code violation rates; Measured satisfaction levels.	1. Evaluate shared services options for law enforcement and communications 2. Consider Body Cams for Police Officers
		Code Enforcement		
		Municipal Court		
Parks	Provide ~~Beautiful,~~well-maintained parks and landscaped areas that are easy to walk to and enjoyable to visit or see; sports facilities that are fully used and properly maintained; and a suitable final resting place that ~~is not a financial burden on the City~~meets community needs.	Parks	Maintained to established criteria; Maintain tree inventory; Moving to desired level of tree diversity; Stable or declining cost per acre; Measured satisfaction levels.	1. Implement Wayfinding 2. Implement ADA playground replacements
		Forestry		
		Horticulture		
		Cemetery		
Open Space & Trails	Acquire candidate properties as they become available and preserve, enhance and maintain ~~N~~native plants, wildlife, wildlife and plant habitat, cultural resources, agriculture and scenic vistas and appropriate passive recreation.	~~Open Space~~Acqusition	Maintained to established criteria; Cost per acre and per mile; Measured satisfaction levels; Productive relationships with owners of candidate properties.	
		Maintenanace and Management		Eradicate List A Noxious Weeds
		Education and Outreach		Train with PD on Comprehensive Coyote Mgt Plan
		Trail Maintenance		
		New Trails		Implement Wayfinding
Recreation	Promote the physical, mental and social well-being of residents and visitors through a~~A~~ broad range of high-quality, reasonably priced recreation and leisure activities for people all ages, interests and ability levels.	Youth Activities	~~Good p~~Participation rates; Fees reflect adopted cost recovery; Facilities maintained to established criteria; Measured satisfaction levels.	Submit proposed Tax Measure to voters for Recreation/Senior Center expansion and/or new aquatics center
		Adult Activities		
		Senior Activities and Services		
		Aquatics		
		Golf Course		1. Revenue positive 2. Restroom on back 9 in CIP

Programs	Goals	Sub-Programs	Key Indicators	2016 Potential Contributing Projects (Note: Move these to a different worksheet)
Cultural Services	Provide s~~S~~ervices, facilities and activities that inform, involve, engage and inspire the community and preserve the community heritage.	Library Services	Good participation; Relevant, accessible materials; Measured satisfaction levels.	1. Increase collaborations with schools 2. Migrate to the new platform for the library's Integrated Library Sustem 3. Implement newly expanded Flatiorns Library Consortium 501 c(3)
		Museum Services		1. Augment online access to historic Louisville photos and documents 2. Complete Historic Structure Assessments on Tomeo House and the Jacoe Store
		Cultural Arts & Special Events		
Community Design	Sustain a~~A~~n inclusive, family-friendly~~, walkable~~ community with a small-town atmosphere; effective and efficient building services; and effective preservation of the City's histor~~y~~ic structures through a~~n incentive based~~ voluntary system.	Community Design	Measured satisfaction levels; Wakability index; Code compliance; Fees reflect costs; Achievement of preservation goals.	1. Small area plan implementation (public infrastructure, rezoning, and design guidelines) 2. Initiate and implement 1st neighborhood plan 3. Update CMRS administrative policy for public buidlings 4. Develop affordable housing policy
		Development Review		Adopt 2015 International Building Codes
		Historic Preservation		Implement specific historic preservation surveys idenitified in Historic Preservation Master Plan
Economic Prosperity	Promote a~~A~~ thriving business climate that provides ~~good~~ jobs ~~for residents~~ opportunities, facilitates investment and ~~establishes~~ produces reliable revenue to support city services	Business ~~Facilitation~~Retention and Development	Vacancy rate; jobs per capita; Resident filled jobs; Sales, construction, and consumer use tax revenue; Building Investment; Economic indicators and trends.	1. Downtown improvements to help faciliate connections in and around downtown 2. Design additional connection to CTC 3. Sam's Club redevelopment
		Urban Renewal		Infrastructure improvements to support additional investment
Administration & Support Services	Ensure i~~I~~nclusive, responsive, transparent, friendly, fiscally responsible, effective and efficient governance, administration and support.	Governance & Administration	Measured external and internal satisfaction levels; Participation rates; Comparison to established benchmark performance indicators and accomplishment of contributing projects/goals.	1. Assess Facilities/Maintenance Level of Service 2. Pursue shared services oportunites/capital
		Public Information & Involvement		Citizen Survey
		City Clerk/Public Records		
		Legal Support		
		Human Resources & Organizational Development		1. Train supervisors on ERP system 2. Adopt organizational succession plans for each Department
		Finance, Accounting & Tax Administration		1. In 2016 plan 2 year budget overview for 2017/18 with annual approval
		Information Technology		Complete ERP Implementation
		Sustainability		
		Facilities Maintenance		
		Fleet Maintenance		

City of Louisville Programs, Goals, Sub-Programs, and Key Indicators

Programs	Goals	Sub-Programs	Key Indicators
Transportation	A safe, well-maintained, effective and efficient multi-modal transportation system at a reasonable cost.	Planning and Engineering	Accessbility and mobility index, Mode split, % of trip types: regional/local Accident rates; compliance with OCI and per capita cost policy objectives; measured satisfaction levels; streets, trails plowed and public buildings shoveled within XX hours.
		Transportation Infrastructure Maintenance	
		Streetscapes	
		Snow & Ice Removal	
Utilities	Ensure safe, reliable, great tasting water; properly treated wastewater; effective stormwater control; successfully managed solid waste; and competitive prices for all services.	Water	Compliance with all regulations; Minimal complaints; Competitive prices; Effective conservation of resources; Measured satisfaction levels.
		Wastewater	
		Stormwater	
		Solid Waste, Recycling and Composting	
Public Safety & Justice	Police and other City staff working with the community to help ensure safety; satisfy residents' expectations that individuals observe the City's Municipal Code and State Law; and the justice system is fair, effective and efficient.	Patrol and Investigation	Everyone knows their neighbors; Low crime and Code violation rates; Measured satisfaction levels.
		Code Enforcement	
		Municipal Court	
Parks	Provide well-maintained parks and landscaped areas that are easy to walk to and enjoyable to visit or see; sports facilities that are fully used and properly maintained; and a suitable final resting place that meets community needs.	Parks	Maintained to established criteria; Maintain tree inventory; Moving to desired level of tree diversity; Stable or declining cost per acre; Measured satisfaction levels.
		Forestry	
		Horticulture	
		Cemetery	
Open Space & Trails	Acquire candidate properties as they become available and preserve, enhance and maintain native plants, wildlife, wildlife and plant habitat, cultural resources, agriculture and scenic vistas and appropriate passive recreation.	Acqusition	Maintained to established criteria; Cost per acre and per mile; Measured satisfaction levels; Productive relationships with owners of candidate properties.
		Maintenanace and Management	
		Education and Outreach	
		Trail Maintenance	
		New Trails	
Recreation	Promote the physical, mental and social well-being of residents and visitors through a broad range of high-quality, reasonably priced recreation and leisure activities for people all ages, interests and ability levels.	Youth Activities	Participation rates; Fees reflect adopted cost recovery; Facilities maintained to established criteria; Measured satisfaction levels.
		Adult Activities	
		Senior Activities and Services	
		Aquatics	
		Golf Course	
Cultural Services	Provide services, facilities and activities that inform, involve, engage and inspire the community and preserve the community heritage.	Library Services	Good participation; Relevant, accessible materials; Measured satisfaction levels.
		Museum Services	
		Cultural Arts & Special Events	
Community Design	Sustain an inclusive, family-friendly community with a small-town atmosphere; effective and efficient building services; and effective preservation of the City's historic structures through a voluntary system.	Community Design	Measured satisfaction levels; Wakability index; Code compliance; Fees reflect costs; Achievement of preservation goals.
		Development Review	
		Historic Preservation	
Economic Prosperity	Promote a thriving business climate that provides job opportunities, facilitates investment and produces reliable revenue to support city services.	Business Retention and Development	Vacancy rate; jobs per capita; Resident filled jobs; Sales, construction, and consumer use tax revenue; Building Investment; Economic indicators and trends.
		Urban Renewal	
Administration & Support Services	Ensure inclusive, responsive, transparent, friendly, fiscally responsible, effective and efficient governance, administration and support.	Governance & Administration	Measured external and internal satisfaction levels; Participation rates; Comparison to established benchmark performance indicators and accomplishment of contributing projects/goals.
		Public Information & Involvement	
		City Clerk/Public Records	
		Legal Support	
		Human Resources & Organizational Development	
		Finance, Accounting & Tax Administration	
		Information Technology	
		Sustainability	
		Facilities Maintenance	
		Fleet Maintenance	

City of Louisville Programs, Goals, Sub-Programs, and Key Indicators

Programs	Goals	Sub-Programs	Key Indicators
Transportation	A safe, well-maintained, effective and efficient multi-modal transportation system at a reasonable cost.	Planning and Engineering	Accessbility and mobility index, Mode split, % of trip types: regional/local Accident rates; compliance with OCI and per capita cost policy objectives; measured satisfaction levels; streets, trails plowed and public buildings shoveled within XX hours.
		Transportation Infrastructure Maintenance	
		Streetscapes	
		Snow & Ice Removal	
Utilities	Ensure safe, reliable, great tasting water; properly treated wastewater; effective stormwater control; successfully managed solid waste; and competitive prices for all services.	Water	Compliance with all regulations; Minimal complaints; Competitive prices; Effective conservation of resources; Measured satisfaction levels.
		Wastewater	
		Stormwater	
		Solid Waste, Recycling and Composting	
Public Safety & Justice	Police and other City staff working with the community to help ensure safety; satisfy residents' expectations that individuals observe the City's Municipal Code and State Law; and the justice system is fair, effective and efficient.	Patrol and Investigation	Everyone knows their neighbors; Low crime and Code violation rates; Measured satisfaction levels.
		Code Enforcement	
		Municipal Court	
Parks	Provide well-maintained parks and landscaped areas that are easy to walk to and enjoyable to visit or see; sports facilities that are fully used and properly maintained; and a suitable final resting place that meets community needs.	Parks	Maintained to established criteria; Maintain tree inventory; Moving to desired level of tree diversity; Stable or declining cost per acre; Measured satisfaction levels.
		Forestry	
		Horticulture	
		Cemetery	
Open Space & Trails	Acquire candidate properties as they become available and preserve, enhance and maintain native plants, wildlife, wildlife and plant habitat, cultural resources, agriculture and scenic vistas and appropriate passive recreation.	Acqusition	Maintained to established criteria; Cost per acre and per mile; Measured satisfaction levels; Productive relationships with owners of candidate properties.
		Maintenanace and Management	
		Education and Outreach	
		Trail Maintenance	
		New Trails	

Programs	Goals	Sub-Programs	Key Indicators
Recreation	Promote the physical, mental and social well-being of residents and visitors through a broad range of high-quality, reasonably priced recreation and leisure activities for people all ages, interests and ability levels.	Youth Activities	Participation rates; Fees reflect adopted cost recovery; Facilities maintained to established criteria; Measured satisfaction levels.
		Adult Activities	
		Senior Activities and Services	
		Aquatics	
		Golf Course	
Cultural Services	Provide services, facilities and activities that inform, involve, engage and inspire the community and preserve the community heritage.	Library Services	Good participation; Relevant, accessible materials; Measured satisfaction levels.
		Museum Services	
		Cultural Arts & Special Events	
Community Design	Sustain an inclusive, family-friendly community with a small-town atmosphere; effective and efficient building services; and effective preservation of the City's historic structures through a voluntary system.	Community Design	Measured satisfaction levels; Wakability index; Code compliance; Fees reflect costs; Achievement of preservation goals.
		Development Review	
		Historic Preservation	
Economic Prosperity	Promote a thriving business climate that provides job opportunities, facilitates investment and produces reliable revenue to support city services.	Business Retention and Development	Vacancy rate; jobs per capita; Resident filled jobs; Sales, construction, and consumer use tax revenue; Building Investment; Economic indicators and trends.
		Urban Renewal	
Administration & Support Services	Ensure inclusive, responsive, transparent, friendly, fiscally responsible, effective and efficient governance, administration and support.	Governance & Administration	Measured external and internal satisfaction levels; Participation rates; Comparison to established benchmark performance indicators and accomplishment of contributing projects/goals.
		Public Information & Involvement	
		City Clerk/Public Records	
		Legal Support	
		Human Resources & Organizational Development	
		Finance, Accounting & Tax Administration	
		Information Technology	
		Sustainability	
		Facilities Maintenance	
		Fleet Maintenance	

SUBJECT: **ORDINANCE NO. 1683, SERIES 2015 - AN ORDINANCE AUTHORIZING A LOAN FROM THE COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY TO FINANCE IMPROVEMENTS TO THE CITY'S WASTEWATER AND STORMWATER SYSTEMS; AUTHORIZING THE FORM AND EXECUTION OF THE LOAN AGREEMENT AND A GOVERNMENTAL AGENCY BOND TO EVIDENCE SUCH LOAN; RATIFYING PRIOR DETERMINATIONS OF THE CITY COUNCIL; AND PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH – 1st Reading – Set Public Hearing 04/07/2015**

DATE: **MARCH 17, 2015**

PRESENTED BY: **KURT KOWAR**

SUMMARY:

The attached ordinance authorizes a loan agreement between the City of Louisville and the Colorado Water Resources & Power Development Authority (CWRPDA) for the City's Wastewater Treatment Plant Upgrade Project and to fund the Storm Sewer Outfall Improvements Project.

CWRPDA will be issuing federally-subsidized bonds to provide financing for the loan agreement. The final sale and pricing of the bonds, as well as the bids on the two projects, will determine the final structure of the loan. The bond closing is scheduled for the middle/end of May. The bid openings for the Wastewater Treatment Plant Upgrade Project and the Storm Sewer Outfall Improvements Project are April 22, 2015 and May 20, 2015, respectively. The proposed ordinance authorizes the City Manager and Finance Director to make final determination regarding the interest rate on the loan, the amount of the loan, and the term of the loan, subject to the following parameters:

- The interest rate on the loan shall not exceed 3.25%,
- The principal amount of the loan shall not exceed $43 million, and
- The final maturity of the loan shall not be later than December 1, 2037.

The loan will be repaid solely from the revenues of the Combined Utility Fund. The loan agreement requires the City to establish a system of utility user charges "… to assure that each recipient of utility services from the System will pay such recipient's equitable share of the costs of operation and maintenance, including replacement of the System …"

In addition to operation, maintenance, and replacement, the Combined Utility Fund will be required to generate enough revenue to satisfy the current water utility debt service

and to equal 110% coverage of the wastewater utility and storm water utility debt service on the CWRPDA loan.

Wastewater Treatment Plant Project Description:
The plant currently has a compliance schedule to meet for ammonia. The plant upgrades will provide capacity to remove required levels of ammonia as well as Regulation 85 phosphorus and total nitrogen. It will also meet CDPHE's redundancy standards. Of the maximum loan amount of $43 million, approximately $36 million would be applied to this project.

Storm Sewer Outfall Improvements Project Description:
In 2012, the City partnered with the UDFCD to perform improved flood plain mapping and explore design alternatives for improvements to these drainage ways to mitigate the 100-year storm event impacts associated with the City's downtown area. The 2011 Lafayette-Louisville Boundary Outfall System Plan identified areas within the floodplain. The Plan also identified insufficient drainage facilities to convey the 100-year storm event from downtown Louisville to Coal Creek via natural and man-made drainage ways through the Harney Lastoka Open Space. This causes areas of downtown Louisville to be within the 100-year floodplain. This project will complete a portion of the recommended design and infrastructure improvements needed to remove most areas from the 100-year floodplain. Of the maximum loan amount of $43 million, approximately $7 million would be applied to this project.

FISCAL IMPACT:
The CWRPDA loan will cover the total project costs of both the wastewater and storm water projects, except for:

- $4 million will be used from the reserves of the Wastewater Utility Fund for the Wastewater Treatment Plant Upgrade Project.
- $1 million will be used from the Nutrient Removal Grant from Colorado Department of Public Health & Environment for the Wastewater Treatment Plant Upgrade Project.
- $1 million will be used from the reserves of the Storm Water Utility Fund for the City-Wide Storm Sewer Outfall Improvements Project.
- $2 million will be used from contributions from the City of Lafayette and the Urban Drainage & Flood Control District per intergovernmental agreement.

The complete transaction including the $5 million use of reserves will be addressed in the May 5, 2015 budget amendment.

RECOMMENDATION:
Staff recommends Ordinance No. 1683, Series 2015 be placed on the April 7, 2015 regular Council agenda for second reading.

ATTACHMENT(S):

1. Proposed Ordinance No. 1683, Series 2015.
2. February 25, 2015 draft of Loan Agreement between the Colorado Resources & Power Development Authority and the City of Louisville.

ORDINANCE NO. 1683
SERIES 2015

AN ORDINANCE AUTHORIZING A LOAN FROM THE COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY TO FINANCE IMPROVEMENTS TO THE CITY'S WASTEWATER AND STORMWATER SYSTEMS; AUTHORIZING THE FORM AND EXECUTION OF THE LOAN AGREEMENT AND A GOVERNMENTAL AGENCY BOND TO EVIDENCE SUCH LOAN; RATIFYING PRIOR DETERMINATIONS OF THE CITY COUNCIL; AND PRESCRIBING OTHER DETAILS IN CONNECTION THEREWITH.

WHEREAS, the City of Louisville, Boulder County, Colorado (the "City"), is a municipal corporation duly organized and existing as a home rule city pursuant to Article XX of the Constitution of the State of Colorado (the "State") and the home rule Charter of the City; and

WHEREAS, the members of the City Council of the City (the "Council") have been duly elected and qualified; and

WHEREAS, pursuant to section 12-1 of the City's home rule Charter, the City may borrow money and issue securities or enter into other obligations to evidence such borrowing in any form and in any manner determined by the Council to be advantageous to the City, subject to the State Constitution and notwithstanding any limitations in the State statutes; and

WHEREAS, the City has heretofore determined and undertaken to combine, operate, and maintain its water, wastewater and stormwater facilities as a utility and income-producing project (the "System") and accounts for the financial operations of the System in the City's Water and Wastewater Enterprise Fund; and

WHEREAS, the City Council has determined that the System is an enterprise within the meaning of Article X, Section 20 of the Colorado Constitution; and

WHEREAS, the City has determined that the interests of the City and the public interest and necessity demand and require the completion of certain improvements to the System (the "Project"); and

WHEREAS, the City has made application to the Colorado Water Resources and Power Development Authority (the "CWRPDA") through its Water Pollution Control Revolving Fund, for a long-term loan to finance a portion of the cost of the Project; and

WHEREAS, the City has determined that in order to finance a portion of the cost of the Project, it is necessary and advisable and in the best interests of the City for the City to enter into a long-term loan agreement (the "Loan Agreement") with the CWRPDA, a body corporate and political subdivision of the State, pursuant to which CWRPDA shall loan the City an amount of not to exceed $43,000,000 (the "Loan") for such purposes; and

WHEREAS, the repayment obligations under the Loan Agreement shall be evidenced by a governmental agency bond (the "Bond") to be issued by the City to CWRPDA; and

WHEREAS, such Loan shall be a revenue obligation of the City, payable from the Pledged Property (as defined in the Loan Agreement); and

WHEREAS, the City's obligations under the Loan Agreement and the Bond (collectively referred to herein as the "Financing Documents") shall not constitute a general obligation of the City within the meaning of any constitutional, statutory or home rule charter provision or limitation; and

WHEREAS, there are on file with the City Clerk the forms of the Financing Documents; and

WHEREAS, the City Council desires to approve the form of the Financing Documents and other documents referenced therein, authorize the execution thereof, and authorize the execution and delivery of the Bond; and

WHEREAS, none of the members of the City Council have any financial interest or other potential conflicting interests in connection with the authorization or execution of the Financing Documents, or the use of the proceeds thereof.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

Section 1. Approvals, Authorizations, and Amendments. The forms of the Financing Documents presented at the Council meeting for final adoption of this Ordinance are incorporated herein by reference and are hereby approved. The City shall enter into and perform its obligations under the Financing Documents in the forms of such Documents, with such changes as are not inconsistent herewith and as are hereafter approved by the Mayor. The Mayor and City Clerk are hereby authorized and directed to execute the Financing Documents in substantially the forms approved by this Ordinance, and to authenticate and affix the seal of the City thereto. The Mayor, City Clerk, City Manager and City Finance Director are further hereby authorized and directed to execute and authenticate such other documents, instruments, or certificates as are deemed necessary or desirable in connection with the City's performance of its obligations under the Financing Documents. The execution of any documents, instruments, or certificates by said officials shall be conclusive evidence of the approval by the City of such documents, instruments, or certificates in accordance with the terms thereof and this Ordinance.

Section 2. Election to Apply Portions of the Supplemental Act. Section 11-57-204 of the Supplemental Public Securities Act, constituting Title 11, Article 57, Part 2, C.R.S. (the "Supplemental Act") provides that a public entity, including the City, may elect in an act of issuance to apply all or any of the provisions of the Supplemental Act. The City hereby elects to apply all of the Supplemental Act to the Financing Documents.

Section 3. Delegation. Pursuant to Section 11-57-205 of the Supplemental Act, the City hereby delegates to each of the City Manager or the City Finance Director the independent authority to make the following determinations relating to and contained in the Financing Documents:

(a) The interest rate on the Loan;

(b) The principal amount of the Loan;

(c) The amount of principal of the Loan maturing in any given year and the final maturity of the Loan;

(d) The dates on which the principal of and interest on the Loan are paid;

(e) The existence and amount of reserve funds for the Loan, if any; and

(f) Any other matters described in Section 11-57-205(1)(a-i) of the Supplemental Act.

The delegation in this Section 3 shall be subject to the following parameters and restrictions: (i) the interest rate on the Loan shall not exceed 3.25%; (ii) the principal amount of the Loan shall not exceed $43,000,000; and (iii) the final maturity of the Loan shall not be later than December 1, 2037.

Section 4. Conclusive Recital. Pursuant to Section 11-57-210 of the Supplemental Act, the Bond and the Loan Agreement shall contain a recital that the Bond is issued pursuant to certain provisions of the Supplemental Act. Such recital shall be conclusive evidence of the validity and the regularity of the issuance of the Bond after its delivery for value.

Section 5. Ratification and Approval of Prior Actions. All actions heretofore taken by the Mayor, any member of the City Council, officers and employees of the City, not inconsistent with the provisions of this Ordinance, relating to the Financing Documents, or actions to be taken in respect thereof, are hereby ratified, approved, and confirmed.

Section 6. Pledge of Revenues. The creation, perfection, enforcement, and priority of the pledge of revenues to secure or pay the Bond and the Loan Agreement provided herein shall be governed by Section 11-57-208 of the Supplemental Act and this Ordinance. The amounts pledged to the payment of the Bond and the Loan Agreement shall immediately be subject to the lien of such pledge without any physical delivery, filing, or further act. The lien of such pledge shall have the priority described in the Loan Agreement and, specifically, the lien of such pledge shall be on a parity with the lien of the City's Water and Wastewater Enterprise Revenue Refunding Bonds, Series 2013. The lien of such pledge shall be valid, binding, and enforceable as against all persons having claims of any kind in tort, contract, or otherwise against the City irrespective of whether such persons have notice of such liens.

Section 7. Limitation of Actions. Pursuant to Section 11-57-212 of the Supplemental Act, no legal or equitable action brought with respect to any legislative acts or proceedings in connection with the Financing Documents shall be commenced more than thirty days after the issuance of the Bond.

Section 8. Disposition and Investment of Loan Proceeds. The proceeds of the Loan shall be applied only to pay the costs and expenses of the Project, including costs related thereto and all other costs and expenses incident thereto, including without limitation the costs of obtaining the Loan. Neither CWRPDA nor any subsequent owner(s) of the Loan Agreement shall be responsible for the application or disposal by the City or any of its officers of the funds derived from the Loan. In the event that all of the proceeds of the Loan are not required to pay

such costs and expenses, any remaining amount shall be used for the purpose of paying the principal amount of the Loan and the interest thereon.

Section 9. City Representative. Pursuant to Exhibit B of the Loan Agreement, the City Manager is hereby designated as the Authorized Officer (as defined in the Loan Agreement) for the purpose of performing any act or executing any document relating to the Loan, the City, the Bond or the Loan Agreement. A copy of this Ordinance shall be furnished to CWRPDA as evidence of such designation.

Section 10. Estimated Life of Improvements. It is hereby determined that the estimated life of the Project to be financed with the proceeds of the Loan is not less than the maximum maturity of the Loan set forth in Section 3 hereof.

Section 11. Direction to Take Authorizing Action. The Mayor, City Clerk, City Manager and other appropriate officers of the City are hereby authorized and directed to take all other actions necessary or appropriate to effectuate the provisions of this Ordinance, including but not limited to the execution and delivery of such certificates and affidavits as may reasonably be required by CWRPDA.

Section 12. Severability. If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance, the intent being that the same are severable.

Section 13. Repealer. All orders, resolutions, bylaws, ordinances or regulations of the City, or parts thereof, inconsistent with this Ordinance are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any ordinance, resolution, bylaw, order or other instrument, or part thereof, heretofore repealed. Neither this repealer nor any other provision of this Ordinance shall be construed to adversely affect or impair any contract entered into by the City or any enterprise thereof prior to the effective date of this Ordinance.

Section 14. Ordinance Irrepealable. After the Bond is issued, this Ordinance shall constitute an irrevocable contract between the City and CWRPDA, and shall be and remain irrepealable until the Bond and the interest thereon shall have been fully paid, satisfied, and discharged. No provisions of any constitution, statute, charter, ordinance, resolution or other measure enacted after the issuance of the Bond shall in any manner be construed as impairing the obligations of the City to keep and perform the covenants contained in this Ordinance.

Section 15. Effective Date, Recording and Authentication. This Ordinance shall be in full force and effect 30 days after publication following final passage. This Ordinance, as adopted by the Council, shall be numbered and recorded by the City Clerk in the official records of the City. The adoption and publication shall be authenticated by the signatures of the Mayor and City Clerk, and by the certificate of publication.

Section 16. Statutes Superceded. Pursuant to Article XX of the Colorado Constitution and the City Charter, all statutes of the State of Colorado which might otherwise limit the City's

ability to execute, deliver and perform its obligations under the Loan Agreement or the Bond are hereby superceded.

INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED PUBLISHED MARCH 17, 2015.

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Nancy Varra, City Clerk

APPROVED AS TO FORM:

_____
Light Kelly, P.C., City Attorney

PASSED AND ADOPTED ON SECOND AND FINAL READING April 7, 2015.

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Nancy Varra, City Clerk

STATE OF COLORADO)
)
COUNTY OF BOULDER) SS.
)
CITY OF LOUISVILLE)

I, Nancy Varra, the duly appointed, qualified and acting City Clerk of the City of Louisville, Colorado (the "City") do hereby certify:

1. That the foregoing pages are a true, correct, and complete copy of Ordinance No. _____ adopted by the City Council (the "City Council") of the City (a) on first reading at a regular meeting of the City Council held at the Louisville City Hall, 749 Main Street, Louisville, Colorado, on March 17, 2015, and (b) on second reading, at a regular meeting of the City Council held at the Louisville City Hall on April 7, 2015.

2. The Ordinance has been signed by the Mayor, sealed with the corporate seal of the City, attested by me as City Clerk, and a true copy has been retained permanently in the records of the City.

3. The passage of the Ordinance on first reading was duly moved and seconded and the Ordinance was passed on first reading by an affirmative vote of a majority of the entire City Council as follows:

Name	"Yes"	"No"	Absent
Bob Muckle, Mayor			
Hank Dalton			
Jay Keany			
Chris Leh			
Jeff Lipton			
Susan Loo			
Ashley Stolzmann			

4. That the Ordinance, as well as the notice of public hearing, was published in full after first reading in the Daily Camera, a newspaper of general circulation within the City, on March 22, 2015. The affidavit of publication is attached hereto as Exhibit A.

5. The passage of the Ordinance, on second and final reading was duly moved and seconded, and the Ordinance was passed on second and final reading, no earlier than four (4) days after first publication, by an affirmative vote of a majority of the entire City Council as follows:

Name	"Yes"	"No"	Absent
Bob Muckle, Mayor			
Hank Dalton			
Jay Keany			
Chris Leh			
Jeff Lipton			
Susan Loo			
Ashley Stolzmann			

6. That the Ordinance was published by title (with a statement that a copy of the full Ordinance is available at City offices) after second and final reading in the Daily Camera, a newspaper of general circulation within the City, on April 12, 2015. The affidavit of publication is attached hereto as Exhibit B.

7. That notices of the regular meetings of March 17, 2015 and April 7, 2015, in the forms attached hereto as Exhibit C, were posted at the Louisville City Hall, 749 Main Street, Louisville, Colorado; Louisville Library, 951 Spruce Street, Louisville, Colorado; Louisville Recreation Center, 900 West Via Appia, Louisville, Colorado, and Louisville Police Department/Municipal Court, 992 West Via Appia, Louisville, Colorado, and published on the City's website, not less than 72 hours prior to the meeting in accordance with the Charter.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said City this _____ day of _____, 2015.

_____
City Clerk

(SEAL)

EXHIBIT A

(Attach Affidavit of Publication after First Reading)

EXHIBIT B

(Attach Affidavit of Publication after Second Reading)

EXHIBIT C

(Attach Notices of Meetings for March 17, 2015 and April 7, 2015)

24982847 v1

Draft of
February 25, 2015
Louisville Water and
Wastewater District

WATER POLLUTION CONTROL REVOLVING FUND

LOAN AGREEMENT

BETWEEN

COLORADO WATER RESOURCES AND

POWER DEVELOPMENT AUTHORITY

AND

CITY OF LOUISVILLE, COLORADO, ACTING BY AND THROUGH THE CITY OF LOUISVILLE WATER AND WASTEWATER ENTERPRISE

DATED AS OF MAY 1, 2015

THIS LOAN AGREEMENT, made and entered into as of May 1, 2015, by and between **COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY** (the "Authority"), a body corporate and political subdivision of the State of Colorado, and **CITY OF LOUISVILLE, COLORADO, ACTING BY AND THROUGH THE CITY OF LOUISVILLE WATER AND WASTEWATER ENTERPRISE** (the "Governmental Agency");

WITNESSETH THAT:

WHEREAS, the United States of America, pursuant to the federal Water Quality Act of 1987, requires increased state and local participation in the financing of the costs of wastewater treatment projects and said Water Quality Act of 1987 requires each state, as a condition to the receipt of certain funds, to establish a water pollution control revolving fund to be administered by an instrumentality of the state before the state may receive capitalization grants for such projects;

WHEREAS, the Authority was created to initiate, acquire, construct, maintain, repair and operate or cause to be operated water management projects which include wastewater treatment facilities and to issue its bonds to pay the cost of such projects;

WHEREAS, Section 37-95-107.6 of the Colorado Revised Statutes has created a water pollution control revolving fund to be administered by the Authority which will enable the State of Colorado to comply with the provisions of said federal Water Quality Act of 1987;

WHEREAS, the Authority has determined to issue its bonds and to loan the proceeds of such bonds to public entities in Colorado to finance the costs of wastewater treatment facilities, and to use moneys on deposit in the water pollution control revolving fund to assist such public entities in connection with the financing of such facilities;

WHEREAS, the Authority, in accordance with the Act and the Bond Resolution (as such terms are hereinafter defined), will issue its bonds for the purpose of making loans from the proceeds thereof to public entities, including the Governmental Agency, to finance all or any portion of the cost of wastewater treatment facilities;

WHEREAS, the Governmental Agency has made timely application to the Authority for a loan to finance all or any portion of the cost of a wastewater treatment facility;

WHEREAS, the General Assembly of the State of Colorado has approved a water pollution control project eligibility list which includes the wastewater treatment facility proposed to be financed hereunder;

WHEREAS, the Authority has approved the Governmental Agency's application for a loan from available proceeds of the bonds of the Authority in an amount not to exceed the amount of the loan commitment set forth in paragraph (3) of Exhibit B hereto to finance all or any portion of the cost of a wastewater treatment facility of the Governmental Agency;

WHEREAS, the Governmental Agency will issue its bond to the Authority to evidence said loan from the Authority;

NOW, THEREFORE, for and in consideration of the award of the loan by the Authority and of the mutual covenants herein, the Authority and the Governmental Agency each agree to perform their respective obligations under this Loan Agreement in accordance with the conditions, covenants and procedures set forth herein and attached hereto as a part hereof, as follows:

ARTICLE I.

DEFINITIONS

SECTION 1.01 Definitions. The following terms as used in this Loan Agreement shall, unless the context clearly requires otherwise, have the following meanings:

"Act" means the "Colorado Water Resources and Power Development Authority Act," being Section 37-95-101 et. seq. of the Colorado Revised Statutes, as the same may from time to time be amended and supplemented.

"Administrative Fee" means the fee payable pursuant to subsection (b) of Section 3.03 hereof which is calculated on the basis of an annual fee of eight-tenths of one percent (.8%) of the initial principal amount of the Loan, or such lesser amount, if any, as the Authority may approve from time to time.

"Allocable Investment Income" means the interest earnings or accrual thereof on the Project Loan Subaccount which are to be credited to the Loan Repayments in accordance with subsection (c) of Section 3.03.

"Allocable Percentage" means the percentage allocated to the Governmental Agency under the definition of "Allocable Share" contained in Section 1.01 of the Bond Resolution.

"Annual Information" means the information specified in Section 2.03 in this Loan Agreement.

"Authority" means the Colorado Water Resources and Power Development Authority, a body corporate and political subdivision of the State of Colorado with corporate succession duly created and validly existing under and by virtue of the Act.

"Authority Bonds" means bonds authorized by the Bond Resolution, together with any refunding bonds authenticated and delivered pursuant to the Bond Resolution, in each case in order to provide the source of funding of the Loan, including the particular Project Loan Subaccount from which the amounts loaned to the Governmental Agency pursuant to this Loan Agreement are taken.

"Authorized Officer" means, in the case of the Governmental Agency, the person whose name is set forth in Exhibit B hereto or such other person or persons authorized pursuant to a resolution or ordinance of the governing body of the Governmental Agency to act as an Authorized Officer of the Governmental Agency to perform any act or execute any document relating to the Loan, the Governmental Agency Bond or this Loan Agreement whose name is furnished in writing to the Authority.

"Bond Resolution" means the Water Pollution Control Revolving Fund 2015 Series A Revenue Bond Resolution, as adopted by the Authority on April 24, 2015, authorizing the issuance of the Authority Bonds, and all further amendments and supplements thereto adopted in accordance with the provisions thereof.

"Code" means the "Internal Revenue Code of 1986," as the same may from time to time be amended and supplemented, including any regulations promulgated thereunder and any administrative or judicial interpretations thereof.

"Cost" means those costs that are eligible to be funded from draws under the Federal Capitalization Agreement and are reasonable, necessary and allocable to the Project and are permitted by GAAP to be costs of the Project. Cost shall also include Costs of Issuance (as defined in the Bond Resolution).

"Event of Default" means any occurrence or event specified in Section 5.01 hereof.

"Federal Capitalization Agreement" means the instrument or agreement established or entered into by the United States of America Environmental Protection Agency with the Authority to make capitalization grant payments pursuant to the federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et. seq.)

"Fiscal Year" means the fiscal year of the Governmental Agency.

"GAAP" means generally accepted accounting principles as in effect from time to time in the United States.

"Governmental Agency" means the public entity that is a party to and is described in the first paragraph of this Loan Agreement, and its successors and assigns.

"Governmental Agency Bond" means the bond executed and delivered by the Governmental Agency to the Authority to evidence the Loan, dated the date of the Loan Closing, the form of which is attached hereto as Exhibit D and made a part hereof.

"Governmental Agencies" means the Governmental Agency and any other governmental agencies permitted by the Act that have entered into Loan Agreements with the Authority pursuant to which the Authority will make Loans to such Governmental Agencies from moneys on deposit in the Project Account financed with the proceeds of the Authority Bonds.

"Holder" means any holder of Authority Bonds as defined under the Bond Resolution and, for the purposes of Section 2.03 of this Loan Agreement, shall also mean any beneficial owner of Authority Bonds within the meaning of Rule 13-d under the Securities Exchange Act of 1934, as amended.

"Loan" means the loan made by the Authority to the Governmental Agency to finance or refinance all or any portion of the Cost of the Project pursuant to this Loan Agreement. For all purposes of this Loan Agreement, the principal amount of the Loan at any time shall be equal to the amount of the loan commitment set forth in paragraph (3) of Exhibit B attached hereto and made a part of this Loan Agreement (which loan commitment amount equals the sum of (i) the

amount actually deposited in the Project Loan Subaccount from the proceeds of the Authority Bonds, moneys of the Authority and moneys drawn by the Authority pursuant to the Federal Capitalization Agreement, (ii) the Governmental Agency's Allocable Percentage of the Costs of Issuance, original issue discount and underwriter's discount for all Authority Bonds issued in connection with the making of the Loan and the deposit to the 2015 Series A Matching Account, and (iii) capitalized interest during the Project construction period to be paid with the proceeds of Authority Bonds), less any portion of such principal amount as has been repaid by the Governmental Agency under this Loan Agreement.

"Loan Agreement" means this Loan Agreement, including the Exhibits attached hereto, as it may be supplemented, modified or amended from time to time in accordance with the terms hereof and of the Bond Resolution.

"Loan Agreements" means this Loan Agreement and any other loan agreements entered into between the Authority and one or more of the Governmental Agencies pursuant to which the Authority will make Loans to such Governmental Agencies from moneys on deposit in the Project Account financed with the proceeds of certain of the Authority Bonds and funds of the Authority.

"Loan Closing" means the date upon which the Authority shall issue and deliver the initial Authority Bonds.

"Loan Repayments" means the payments payable by the Governmental Agency pursuant to Section 3.03 of this Loan Agreement, including payments payable under the Governmental Agency Bond.

"Loan Servicer" means the Loan Servicer for the Loans, duly appointed and designated as such pursuant to the Loan Servicing Agreement, dated as of the dated date of the Authority Bonds, between the Authority and the Loan Servicer, and its successors as Loan Servicer under the Loan Servicing Agreement.

"Loans" means the Loan and loans made by the Authority to other Governmental Agencies under the Loan Agreements.

"Loan Term" means the defined term set forth in paragraph (4) of Exhibit B attached hereto and made a part hereof.

"MSRB" means the Municipal Securities Rulemaking Board established in accordance with the provisions of Section 15B(b)(1) of the Securities Exchange Act of 1934.

"Pledged Property" means the defined term set forth in paragraph (4) of Exhibit A attached hereto and made a part hereof.

"Prime Rate" means the prevailing commercial interest rate announced by the Trustee from time to time as its prime lending rate.

"Project" means the wastewater treatment system project of the Governmental Agency described in paragraph (1) of Exhibit A attached hereto and made a part hereof, all or any portion

of the Cost of which is financed or refinanced by the Authority through the making of the Loan under this Loan Agreement.

"Project Account" means the 2015 Series A Project Account created under the Bond Resolution.

"Project Loan Subaccount" means the 2015 Series A Project Loan Subaccount established on behalf of the Governmental Agency in the Project Account in accordance with the Bond Resolution.

"Revenues" means the defined term of this Loan Agreement set forth in paragraph (4) of Exhibit A attached hereto and made a part hereof.

"Rule 15c2-12" means Rule 15c2-12 under the Securities Exchange Act of 1934, as amended through the date of adoption of the Bond Resolution, together with all interpretive guidances or other official interpretations and explanations thereof that are promulgated by the SEC.

"SEC" means the United States Securities and Exchange Commission.

"2015 Series A Matching Account" means the 2015 Series A Matching Account created under the Bond Resolution.

"System" means the sanitary sewer system of the Governmental Agency, including the Project, described in paragraph (2) of Exhibit A attached hereto and made a part hereof for which the Governmental Agency is making the borrowing under this Loan Agreement, as such System may be modified or expanded from time to time.

"Trustee" means the Trustee appointed by the Authority pursuant to the Bond Resolution and its successor or successors and any other corporation which may at any time be substituted in its place as Trustee pursuant to the Bond Resolution.

Terms not otherwise defined in this Section 1.01 or in Exhibits A and B hereto shall have the meanings ascribed to them in the Bond Resolution.

Except where the context otherwise requires, words importing the singular number shall include the plural number and vice versa, and words importing persons shall include firms, associations, corporations, agencies and districts. Words importing one gender shall include the other gender.

ARTICLE II.

REPRESENTATIONS AND COVENANTS OF GOVERNMENTAL AGENCY

SECTION 2.01 Representations of Governmental Agency. The Governmental Agency represents for the benefit of the Authority and the holders of the Authority Bonds as follows:

(a) Organization and Authority.

(i) The Governmental Agency is a governmental agency as defined in the Act and as described in the first paragraph of this Loan Agreement.

(ii) The Governmental Agency has full legal right and authority and all necessary licenses and permits required as of the date hereof to own, operate and maintain the System, to carry on its activities relating thereto, to execute and deliver this Loan Agreement, to execute, issue and deliver the Governmental Agency Bond, to undertake the Project (other than licenses, permits, and approvals relating to the construction and acquisition of the Project which the Governmental Agency expects to receive in the ordinary course of business), and to carry out and consummate all transactions contemplated by this Loan Agreement. The Project is on the water pollution control project eligibility list approved by the General Assembly of the State of Colorado pursuant to the Act and is a project which the Governmental Agency may undertake pursuant to Colorado law and for which the Governmental Agency is authorized by law to borrow money.

(iii) The proceedings of the Governmental Agency's governing body and voters, if a referendum is necessary, approving this Loan Agreement and the Governmental Agency Bond and authorizing their execution, issuance and delivery on behalf of the Governmental Agency, and authorizing the Governmental Agency to undertake the Project have been duly and lawfully adopted in accordance with the laws of Colorado and such proceedings were duly approved and published, if necessary, in accordance with applicable Colorado law, at a meeting or meetings which were duly called pursuant to necessary public notice and held in accordance with applicable Colorado law, and at which quorums were present and acting throughout.

(iv) This Loan Agreement and the Governmental Agency Bond, when delivered at the Loan Closing, will have been, duly authorized, executed and delivered by an Authorized Officer of the Governmental Agency; and, assuming that the Authority has all the requisite power and authority to authorize, execute and deliver, and has duly authorized, executed and delivered, this Loan Agreement, this Loan Agreement constitutes, and the Governmental Agency Bond when delivered to the Authority will constitute, the legal, valid and binding obligations of the Governmental Agency in accordance with their respective terms, and the information contained under "Description of the Loan" on Exhibit B attached hereto and made a part hereof is true and accurate in all respects.

(b) Full Disclosure.

There is no fact that the Governmental Agency has not disclosed to the Authority in writing on the Governmental Agency's application for the Loan or otherwise that materially adversely affects the properties, activities or condition (financial or otherwise) of the Governmental Agency or the System, or the ability of the Governmental Agency to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement and the Governmental Agency Bond.

(c) Pending Litigation.

There are no proceedings pending, or, to the knowledge of the Governmental Agency threatened, against or affecting the Governmental Agency, in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would materially adversely affect the properties, activities or condition (financial or otherwise) of the Governmental Agency or the System, or the ability of the Governmental Agency to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement and the Governmental Agency Bond, that have not been disclosed in writing to the Authority in the Governmental Agency's application for the Loan or otherwise to the Authority.

(d) Compliance with Existing Laws and Agreements.

The authorization, execution and delivery of this Loan Agreement and the Governmental Agency Bond by the Governmental Agency, the observation and performance by the Governmental Agency of its duties, covenants, obligations and agreements thereunder and the consummation of the transactions provided for in this Loan Agreement and the Governmental Agency Bond, the compliance by the Governmental Agency with the provisions of this Loan Agreement and the Governmental Agency Bond and the undertaking and completion of the Project will not result in any breach of any of the terms, conditions or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Governmental Agency pursuant to any existing ordinance or resolution, trust agreement, indenture, mortgage, deed of trust, loan agreement or other instrument (other than the lien and charge of (i) this Loan Agreement and the Governmental Agency Bond and (ii) any ordinance, resolution or indenture which authorized outstanding debt obligations of the Governmental Agency that are at parity with, or superior to, the Governmental Agency Bond as to lien on, and source and security for, payment thereon from the Pledged Property) to which the Governmental Agency is a party or by which the Governmental Agency, the System or any of its property or assets may be bound, nor will such action result in any violation of the provisions of the charter or other document pursuant to which the Governmental Agency was established or any laws, ordinances, resolutions, governmental rules, regulations or court orders to which the Governmental Agency, the System or its properties or operations is subject.

(e) No Defaults.

No event has occurred and no condition exists that, upon authorization, execution and delivery of this Loan Agreement and the Governmental Agency Bond or receipt of the amount of the Loan, would constitute an Event of Default hereunder. The Governmental Agency is not in violation of, and has not received notice of any claimed violation of, any term of any agreement or other instrument to which it is a party or by which it, the System or its property may be bound, which violation would materially adversely affect the properties, activities, prospects or condition (financial or otherwise) of the Governmental Agency or the System or the ability of the Governmental Agency to make all Loan Repayments or otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement and the Governmental Agency Bond.

(f) Governmental Consent.

The Governmental Agency has obtained all permits and approvals required to date by any governmental body or officer (and reasonably expects to receive all permits required in the future by any governmental body or officer) for the making, observance and performance by the Governmental Agency of its duties, covenants, obligations and agreements under this Loan Agreement and the Governmental Agency Bond or for the undertaking of the Project and the financing or refinancing thereof; and the Governmental Agency has complied with all applicable provisions of law requiring any notification, declaration, filing or registration with any governmental body or officer in connection with the making, observance and performance by the Governmental Agency of its duties, covenants, obligations and agreements under this Loan Agreement and the Governmental Agency Bond or with the undertaking or completion of the Project and the financing or refinancing thereof. No consent, approval or authorization of, or filing, registration or qualification with, any governmental body or officer that has not been obtained (or that is not reasonably expected to be obtained) is required on the part of the Governmental Agency as a condition to the authorization, execution and delivery of this Loan Agreement and the Governmental Agency Bond, the undertaking or completion of the Project or the consummation of any transaction herein contemplated.

(g) Compliance with Law.

The Governmental Agency (i) is in compliance with all laws, ordinances, governmental rules and regulations to which it is subject, the failure to comply with which would materially adversely affect the ability of the Governmental Agency to conduct its activities or undertake or complete the Project or the condition (financial or otherwise) of the Governmental Agency or the System; and (ii) has obtained all licenses, permits, franchises or other governmental authorizations presently necessary for the ownership of its property or for the conduct of its activities which, if not obtained, would materially adversely affect the ability of the Governmental Agency to conduct its activities or undertake the Project or the condition (financial or otherwise) of the Governmental Agency or the System (other than licenses, permits, franchises or other governmental authorizations relating to the construction and acquisition of the Project which the Governmental Agency expects to receive in the ordinary course of business).

(h) Use of Proceeds.

The Governmental Agency will apply the proceeds of the Loan from the Authority (i) to finance or refinance all or any portion of the Cost of the Project; and (ii) where applicable, to reimburse the Governmental Agency for all or any portion of the Cost of the Project, which portion was paid or incurred in anticipation of reimbursement by the Authority.

SECTION 2.02 Particular Covenants of the Governmental Agency.

(a) Repayment Pledge.

The Governmental Agency irrevocably pledges and grants a lien on the Pledged Property for the punctual payment of the Loan Repayments.

(b) Performance Under Loan Agreement.

The Governmental Agency covenants and agrees (i) to maintain the System in good repair and operating condition; (ii) to cooperate with the Authority in the observance and performance of the respective duties, covenants, obligations and agreements of such Governmental Agency and the Authority under this Loan Agreement; and (iii) to comply with the covenants described in the Exhibits to this Loan Agreement.

(c) Completion of Project and Provision of Moneys Therefor.

The Governmental Agency covenants and agrees (i) to exercise its best efforts in accordance with prudent wastewater treatment utility practice to complete the Project and to so accomplish such completion on or before the estimated Project Completion Date set forth in Exhibit B hereto and made a part hereof; and (ii) to the extent legally available, to provide from the Revenues all moneys, in excess of the total amount of Loan proceeds it receives under the Loan, required to complete the Project.

(d) Disposition of the System.

Except for the disposal of any portion of the System which the Governmental Agency determines is no longer necessary for the operation of the System, the Governmental Agency shall not sell, lease, abandon or otherwise dispose of all or substantially all of the System, or any other component of the System which provides revenues to provide for the payment of this Loan Agreement or the Governmental Agency Bond except on ninety (90) days' prior written notice to the Authority and, in any event, shall not so sell, lease, abandon or otherwise dispose of the same unless the following conditions are met: (i) the Governmental Agency shall assign this Loan Agreement in accordance with Section 4.02 hereof and its rights and interests hereunder to the purchaser or lessee of the System and such purchaser or lessee shall assume all duties, covenants, obligations and agreements of the Governmental Agency under this Loan Agreement; and (ii) the Authority shall by appropriate action determine, in its sole discretion, that such sale, lease, abandonment or other disposition will not adversely affect the Authority's ability to meet its duties, covenants, obligations and agreements under the Bond Resolution, and will not adversely

affect the value of this Loan Agreement as security for the payment of Authority Bonds and interest thereon, adversely affect the eligibility of interest on Authority Bonds then outstanding for exclusion from gross income for purposes of Federal income taxation or adversely affect any agreement entered into by the Authority or the State with, or condition of any grant received by the Authority or the State from, the United States of America, which is related to the Federal Capitalization Agreement or any capitalization grant received by the Authority or the State under the federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 et seq.)

(e) Exclusion of Interest from Federal Gross Income and Compliance with Code.

(i) The Governmental Agency covenants and agrees that it shall not take or permit any action or fail to take any action which action or omission would result in the loss of the exclusion of the interest on any Authority Bonds (assuming solely for this purpose that the proceeds of the Authority Bonds loaned to the Governmental Agency represent all of the proceeds of the Authority Bonds) from gross income for federal income tax purposes pursuant to Section 103(a) of the Code.

(ii) The Governmental Agency covenants and agrees that it shall not take or permit any action or fail to take any action, which action or omission would cause the Authority Bonds (assuming solely for this purpose that the proceeds of the Authority Bonds loaned to the Governmental Agency represent all of the proceeds of the Authority Bonds) to be "private activity bonds" within the meaning of section 141(a) of the Code. Accordingly, unless the Governmental Agency receives the prior written approval of the Authority, and subject to the conditions of Section 2.02(d)(ii), the Governmental Agency shall neither (A) permit in excess of 10 percent of either (1) the proceeds (as such term is used in Section 141 of the Code) of the Authority Bonds loaned to the Governmental Agency or (2) the Project financed (or refinanced) with the proceeds of the Authority Bonds loaned to the Governmental Agency, to be used directly or indirectly in any manner that would constitute "private business use" within the meaning of Section 141(b)(6) of the Code, nor (B) use directly or indirectly any of the proceeds of the Authority Bonds loaned to the Governmental Agency to make or finance loans to persons other than governmental units (as such term is used in section 141(c) of the Code); provided further, that more than one half of the private business use permitted by clause (A) shall be neither (1) disproportionate related business use, nor (2) private business use not related to the government use of such proceeds of the Authority Bonds, as those terms are used in Section 141(b)(3) of the Code.

(iii) The Governmental Agency covenants and agrees that it shall not directly or indirectly use or permit the use of any proceeds of the Authority Bonds (or amounts treated as replaced with such proceeds) or any other funds, or take or permit any action or fail to take any action, which use, action or

omission would cause the Authority Bonds (assuming solely for this purpose that the proceeds of the Authority Bonds in the hands of the Governmental Agency represent all of the proceeds of the Authority Bonds) to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.

(iv) The Governmental Agency covenants and agrees that it shall not use or permit the use of any portion of the proceeds of the Authority Bonds to retire any other obligations of the Governmental Agency or any other entity, unless the Governmental Agency obtains the written consent of the Authority, which consent may be given or withheld in the Authority's sole discretion.

(v) The Governmental Agency covenants and agrees to maintain records of its investments, if any, of proceeds of the Authority Bonds loaned to the Governmental Agency which are held by the Governmental Agency and earnings thereon, and will maintain records of expenditures of such proceeds. The Governmental Agency will pay to the Authority any earnings on proceeds of the Authority Bonds loaned to the Governmental Agency which are held by the Governmental Agency (including earnings on such earnings) which, in the opinion of the Authority, are required to be rebated to the United States Treasury Department. The Governmental Agency will provide copies of all records of its investment of such proceeds and of its expenditures to the Authority on a periodic basis upon request by the Authority and will furnish to the Authority, in writing, information regarding any facilities financed or refinanced therewith.

(vi) Notwithstanding anything herein to the contrary, as long as is necessary to maintain the exclusion of interest on the Authority Bonds from gross income for Federal income tax purposes, the covenants contained in this subsection (e) shall survive the payment of the Authority Bonds and the interest thereon, including any payment pursuant to Section 12.01 of the Bond Resolution or prepayment pursuant to Section 3.07 of this Loan Agreement, respectively.

(vii) The Governmental Agency shall not, pursuant to any arrangement formal or informal, purchase Authority Bonds in an amount related to the amount of the Loan.

(viii) The Governmental Agency hereby certifies and represents that it has complied with the requirements of Treasury Regulation Section 1.150-2 in its authorizing resolution or other official action with regard to proceeds of the Authority Bonds, if any, to be used to reimburse the Governmental Agency for expenses incurred by the Governmental Agency prior to the issuance of the Authority Bonds. In the event that any of the proceeds of the Authority Bonds are to be used to pay debt service on any prior issue of the Governmental Agency, and any of the proceeds of such prior issue

(or any obligations refinanced by such prior issue) were used to reimburse the Governmental Agency for expenditures incurred prior to the issuance of the prior issue (or refinanced obligations, as the case may be), the Governmental Agency hereby certifies and represents that the allocation of such proceeds to the reimbursed expenditure was a valid expenditure under the applicable law on reimbursement expenditures on the date of issue of the prior issue (or the refinanced obligations), as required by Federal Income Tax Regulation Section 1.150-2(g)(2).

(ix) By executing this Loan Agreement, the Governmental Agency hereby certifies, represents and agrees that:

(1) The proceeds of the Authority Bonds to be loaned to the Governmental Agency pursuant to this Loan Agreement do not, taking into account available earnings thereon, exceed the amount necessary to pay for the Cost of the Project.

(2) The Governmental Agency has entered into (or will enter into within six months from the date hereof) a binding commitment for the acquisition, construction or accomplishment of the Project, and will, within six months from the date of the Loan Closing, expend at least five percent of the proceeds of the Authority Bonds loaned to the Governmental Agency.

(3) The Governmental Agency reasonably expects that 85% of the proceeds of the Loan will be expended within three years from the date of delivery of the initial series of Authority Bonds. Work on the acquisition, construction or accomplishment of the Project will proceed with due diligence to completion.

(4) The total proceeds of the sale of all obligations issued to date for the Project do not exceed the total Cost of the Project, taking into account available earnings thereon.

(5) The Governmental Agency does not expect that the Project will be sold, leased or otherwise disposed of in whole or in part during the term of the Loan or of the Authority Bonds or for any portion of the term of the Loan or of the Authority Bonds. The Governmental Agency shall not sell, lease or otherwise dispose of the Project in whole or in part during the term of the Loan or of the Authority Bonds or for any portion of the term of the Loan or of the Authority Bonds unless the conditions of Section 2.02(d)(ii) have been satisfied.

(6) Any fund established, utilized or held by or on behalf of the Governmental Agency to pay debt service on the Loan will be used to achieve a proper matching of revenues and debt service and will

be depleted at least annually except for a reasonable carryover amount not to exceed earnings on the fund for the immediately preceding year or 1/12 of the annual debt service on the Loan for the immediately preceding year.

(7) No portion of the amounts received from the Loan will be used as a substitute for other funds which were otherwise to be used as a source of financing for the Project and which have been or will be used to acquire, directly or indirectly, obligations producing a yield in excess of the yield on the Authority Bonds. The Governmental Agency does not expect to receive any amounts in the future that are intended to finance the portion of the Project being financed with proceeds of the Loan. No portion of the amounts received from the Loan will be used to finance working capital expenditures. The Loan has a weighted average maturity that does not exceed 120 percent of the average reasonably expected economic life of the capital projects financed or refinanced by the Loan.

(8) No portion of the proceeds of the Loan which are held by the Governmental Agency will be invested, directly or indirectly, in federally-insured deposits or accounts, or federally-guaranteed investments, other than amounts of unexpended Loan proceeds invested in the debt service fund, in any reasonably required reserve or replacement fund, or investments of unexpended Loan proceeds for any remaining initial temporary period (e.g., no later than three years after the date of the Loan Closing) until the proceeds are needed for the Project.

(9) No other obligations of the Governmental Agency (1) are reasonably expected to be paid out of substantially the same source of funds (or will have substantially the same claim to be paid out of substantially the same source of funds) as will be used to pay the Loan; and (2) are being sold at substantially the same time as the Loan (i.e., less than 15 days apart); and (3) were sold pursuant to the same plan of financing with the Loan.

(10) The Governmental Agency has neither received notice that its certifications as to expectations may not be relied upon with respect to its obligations nor has it been advised that any adverse action by the Commissioner of the Internal Revenue Service is contemplated.

(11) To the best of the knowledge and belief of the undersigned officer of the Governmental Agency, the facts and estimates set forth in this subsection of the Loan Agreement on which the Governmental Agency's expectations as to the application of the proceeds of the

Authority Bonds loaned to the Governmental Agency are based, are reasonable.

(12) None of the proceeds of the Authority Bonds loaned to the Governmental Agency which are held by the Governmental Agency will be invested in investments having a substantially guaranteed yield of four years or more.

(f) Operation and Maintenance of the System.

The Governmental Agency covenants and agrees that it shall, in accordance with prudent wastewater treatment utility practice, (i) at all times operate the properties of the System and any business in connection therewith in an efficient manner, (ii) maintain the System in good repair, working order and operating condition, (iii) from time to time make all necessary and proper repairs, renewals, replacements, additions, betterments and improvements with respect to the System so that at all times the business carried on in connection therewith shall be properly and advantageously conducted; provided, however, this covenant shall not be construed as requiring the Governmental Agency to expend any funds which are derived from sources other than the Revenues, and provided further that nothing herein shall be construed as preventing the Governmental Agency from doing so.

(g) Records; Accounts.

The Governmental Agency shall keep accurate records and accounts for the System (the "System Records"), separate and distinct from its other records and accounts (the "General Records"). Such System Records shall be maintained in accordance with GAAP and shall be audited annually by an independent accountant, which audit may be part of the annual audit of the General Records of the Governmental Agency. Such System Records and General Records shall be made available for inspection by the Authority at any reasonable time, and a copy of such annual audit(s) therefor, including all written comments and recommendations of such accountant, shall be furnished to the Authority within 210 days of the close of the fiscal year being so audited.

(h) Inspections; Information.

The Governmental Agency shall permit the Authority, and any party designated by the Authority, to examine, visit and inspect, at any and all reasonable times, the property, if any, constituting the Project, and to inspect and make copies of any accounts, books and records, including (without limitation) its records regarding receipts, disbursements, contracts, investments and any other matters relating thereto and to its financial standing, and shall supply such reports and information as the Authority may reasonably require in connection therewith.

(i) Insurance.

The Governmental Agency shall maintain or cause to be maintained, in force, insurance policies with responsible insurers or self insurance programs providing against risk of

direct physical loss, damage or destruction of the System, at least to the extent that similar insurance is usually carried by utilities constructing, operating and maintaining utility system facilities of the nature of the System, including liability coverage, all to the extent available at reasonable cost. Nothing herein shall be deemed to preclude the Governmental Agency from exerting against any party, other than the Authority, a defense which may be available to the Governmental Agency, including, without limitation, a defense of sovereign immunity.

(j) Cost of Project.

The Governmental Agency certifies that the Cost of the Project, as listed in paragraph (2) of Exhibit B hereto and made a part hereof, is a reasonable and accurate estimation and upon direction of the Authority will supply the same with a certificate from its engineer stating that such Cost is a reasonable and accurate estimation, taking into account investment income to be realized during the course of the Project and other money that would, absent the Loan, have been used to pay the Cost of the Project.

(k) Notice of Material Adverse Change.

The Governmental Agency shall promptly notify the Authority of any material adverse change in the activities or condition (financial or otherwise) of the Governmental Agency relating to the System, or in the ability of the Governmental Agency to make all Loan Repayments and otherwise observe and perform its duties, covenants, obligations and agreements under this Loan Agreement and the Governmental Agency Bond from the Revenues. The Governmental Agency shall provide such financial information relating to the Governmental Agency as the Authority may require in connection with the issuance of Authority Bonds pursuant to the Bond Resolution.

(l) Reimbursement for Ineligible Costs.

The Governmental Agency shall promptly reimburse the Authority for the portion of the Loan which is determined to be a Cost of the Project which is not eligible for funding from draws under the Federal Capitalization Agreement. Such reimbursement shall be promptly repaid to the Authority upon written request of the Authority with interest on the amount to be reimbursed at the rate borne by the Authority Bonds from the date of the Loan. Any such reimbursement shall be applied by the Authority to reduce the Loan Repayments due pursuant to Section 3.03(a). Eligible costs are costs associated with the approved scope of work, the plans and specifications and any change of orders.

(m) Advertising.

The Governmental Agency agrees not to advertise the Project for construction bids until plans and specifications for the Project have been approved by the State Department of Public Health and Environment.

(n) User Charges.

The Governmental Agency will establish a system of user charges to assure that each recipient of utility services from the System will pay such recipient's equitable share of the costs of operation and maintenance, including replacement of the System and the Governmental Agency also agrees that such system of user charges will be maintained. Further, the Governmental Agency agrees to proceed to establish an enforceable sewer use resolution to (i) prohibit future clear water connections to separate sanitary sewers; (ii) ensure that new sewers and sewer connections are properly designed and constructed; and (iii) require pretreatment of industrial wastes which would be detrimental to the treatment works in its proper and efficient operation and maintenance or will otherwise prevent the entry of such waste into the treatment works.

(o) Plan of Operation.

The Governmental Agency shall submit to the State Department of Public Health and Environment, with the construction plans and specifications, a preliminary plan of operation, which shall provide a concise, sequential description of an implementation schedule for those activities necessary to assure efficient and reliable start-up and continual operation of the Project. The Governmental Agency agrees to implement the approved plan of operation.

The Governmental Agency shall also submit a draft operation and maintenance manual prior to 50 percent of the Project being constructed. The final manual must be submitted prior to 90 percent of the Project being constructed.

In addition, one year after commencement of operation, the Governmental Agency shall submit to the State, certification of achievement of the applicable Project performance certification standards.

(p) Commencement of Construction.

Within twelve (12) months after the Loan Closing, the Governmental Agency shall initiate construction of the Project.

(q) Interest in Project Site.

As a condition of the Loan, the Governmental Agency will demonstrate to the satisfaction of the Authority before advertising bids for construction that the Governmental Agency has or will have a fee simple or such other estate or interest in the site of the Project, including necessary easements and rights-of-way, as the Authority finds sufficient to assure undisturbed use and possession for the purpose of construction and operation of the Project for the estimated life of the Project.

(r) Archeological Artifacts.

In the event that archeological artifacts or historical sources are unearthed during construction excavation of the Project, the Governmental Agency shall stop or cause to

be stopped, construction activities and will notify the State Historic Conservation Office and the Authority of such unearthing.

(s) No Lobbying.

No portion of the Loan may be used for lobbying or propaganda as prohibited by 18 U.S.C. § 1913 or Section 607(a) of Public Law 96-74.

(t) Federal Water Pollution Control Act.

The Governmental Agency covenants to meet the requirements of or otherwise be treated under 204(d)(2) of the federal Water Pollution Control Act.

(u) Continuing Representations.

The representations of the Governmental Agency contained herein shall be true at the time of the execution of this Loan Agreement and at all times during the term of this Loan Agreement.

(v) Additional Covenants and Requirements.

If necessary in connection with the Authority's issuance of the Authority Bonds or the making of the Loan, additional covenants and requirements will be included on Exhibit F hereto and made a part hereof. The Governmental Agency agrees to observe and comply with each such additional covenant and requirement, if any, included on Exhibit F on the date of the Loan Closing.

SECTION 2.03 Obligation to Provide Continuing Disclosure.

(a) If the Governmental Agency is advised in writing by the Authority that the Governmental Agency is required to comply with the provisions of this Section 2.03, the Governmental Agency shall undertake, for the benefit of Holders of the Authority Bonds, to provide or cause to be provided through the Authority:

(i) to the MSRB no later than 210 days after the end of each Fiscal Year, commencing with the end of the first Fiscal Year following receipt of such advice from the Authority, the Annual Information relating to such Fiscal Year;

(ii) if not submitted as part of or with the Annual Information, to the MSRB audited financial statements of the Governmental Agency for such Fiscal Year when and if they become available; provided that if the Governmental Agency's audited financial statements are not available by the date set forth in (i) above, the Annual Information shall contain unaudited financial statements in a format similar to the Governmental Agency's audited financial statements prepared for its most recent Fiscal Year, and the audited financial statements shall be filed in the same manner as the Annual Information when and if they become available; and

(iii) to the MSRB, in a timely manner, notice of a failure to provide any Annual Information required by subsections (d), (e) and (f) of this Section 2.03.

(b) The obligations of the Governmental Agency pursuant to subsection (a) of this Section 2.03 may be terminated as to such Governmental Agency pursuant to subsection (k) of this Section 2.03. Upon any such termination, the Governmental Agency shall provide notice of such termination to the MSRB.

(c) Nothing herein shall be deemed to prevent the Governmental Agency from disseminating or require the Governmental Agency to disseminate any other information in addition to that required hereby in the manner set forth herein or in any other manner. If the Governmental Agency disseminates any such additional information, the Governmental Agency shall have no obligation to update such information or include it in any future materials disseminated hereunder.

(d) The required Annual Information shall consist of the Governmental Agency's audited financial statements for the most recent Fiscal Year as provided in subsection (a)(2) of this Section 2.03, and such other information that the Authority may require in and to provide compliance with Rule 15(c)2-12.

(e) All or any portion of the Annual Information may be incorporated in the Annual Information by cross reference to any other documents which have been filed with the MSRB or the SEC.

(f) Annual Information for any Fiscal Year containing any modified operating data or financial information (as contemplated by subsection (j)(v) of this Section 2.03) for such Fiscal Year shall explain, in narrative form, the reasons for such modification and the effect of such modification on the Annual Information being provided for such Fiscal Year. If a change in accounting principles is included in any such modification, such Annual Information shall present a comparison between the financial statements or information prepared on the basis of the modified accounting principles and those prepared on the basis of the former accounting principles.

(g) The Governmental Agency's annual financial statements for each Fiscal Year shall be prepared in accordance with GAAP as in effect from time to time. Such financial statements shall be audited by an independent accounting firm.

(h) If the Governmental Agency shall fail to comply with any provision of this Section 2.03, then the Authority or any Holder of the Authority's Bonds may enforce, for the equal benefit and protection of all Holders similarly situated, by mandamus or other suit or proceeding at law or in equity, this Section 2.03 against the Governmental Agency and any of the officers, agents and employees of the Governmental Agency, and may compel the Governmental Agency or any such officers, agents or employees to perform and carry out their duties under this Section 2.03; provided that the sole and exclusive remedy for breach of this Section 2.03 shall be an action to compel specific performance of the obligations of the Governmental Agency hereunder and no person or entity shall be

entitled to recover monetary damages hereunder under any circumstances, and, provided further, that any challenge to the adequacy of any information provided pursuant to subsection (a) of this Section 2.03 shall be brought only by the Authority or the Holders of 25% in aggregate principal amount of the Authority's Bonds at the time outstanding which are affected thereby. The failure of the Governmental Agency to comply with the provisions of this Section 2.03 shall not be deemed an Event of Default hereunder and the only remedies available to the Holders or the Authority for such failure to comply are the remedies contained in this subsection (h).

(i) The provisions of this Section 2.03 are executed and delivered solely for the benefit of the Holders. No other person (other than the Authority) shall have any right to enforce the provisions of this Section 2.03 or any other rights under this Section 2.03.

(j) Without the consent of any Holders of Authority Bonds, the Authority and the Governmental Agency at any time and from time to time may enter into any amendments or changes to this Section 2.03 for any of the following purposes:

(i) to comply with or conform to Rule 15c2-12 or any amendments thereto (whether required or optional);

(ii) to add a dissemination agent for the information required to be provided hereby and to make any necessary or desirable provisions with respect thereto;

(iii) to evidence the succession of another person to the Governmental Agency and the assumption by any such successor of the covenants of the Governmental Agency under this Section 2.03;

(iv) to add to the covenants of the Governmental Agency for the benefit of the Holders, or to surrender any right or power conferred upon the Governmental Agency pursuant to this Section 2.03;

(v) to modify the contents, presentation and format of the Annual Information from time to time as a result of a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Governmental Agency, or type of business conducted; provided that, (a) there is filed with the Trustee an opinion of counsel having expertise with respect to securities laws of the United States of America or expertise with respect to the issuance of indebtedness by states and political subdivisions thereof, that (i) this Section 2.03, as amended, would have complied with the requirements of Rule 15c2-12 at the time of the offering of the Authority Bonds, after taking into account any amendments or authoritative interpretations of the Rule 15c2-12, as well as any change in circumstances; and (ii) the amendment or change does not materially impair the interests of Holders, or (b) such change or amendment is approved by the vote or consent of Holders of a majority in

outstanding principal amount of the Authority Bonds affected thereby at or prior to the time of such amendment or change.

(k) This Section 2.03 shall remain in full force and effect until the earlier of (i) the Authority provides notice to the MSRB that the Governmental Agency is no longer an "obligated person" within the meaning of Rule 15c2-12 or (ii) all principal, redemption premiums, if any, and interest on the Authority Bonds shall have been paid in full or the Authority Bonds shall have otherwise been paid in full or legally defeased pursuant to Section 12.01 of the Bond Resolution. In the event of such payment or legal defeasance, the Authority shall promptly give written notice thereof to the Governmental Agency.

(l) Any notices to or filing with the MSRB shall be effected in an electronic format accompanied by identifying information prescribed by the MSRB.

ARTICLE III.

LOAN TO GOVERNMENTAL AGENCY; AMOUNTS PAYABLE; GENERAL AGREEMENTS

SECTION 3.01 The Loan. The Authority hereby agrees to loan and disburse to the Governmental Agency in accordance with Section 3.02 hereof, and the Governmental Agency agrees to borrow and accept from the Authority, the Loan in the principal amount equal to the loan commitment set forth in paragraph (3) of Exhibit B attached hereto and made a part hereof; provided, however, that (i) the Authority shall be under no obligation to make the Loan if the Governmental Agency does not deliver a Governmental Agency Bond to the Authority on the Loan Closing or an Event of Default has occurred and is continuing under the Bond Resolution or this Loan Agreement, and (ii) the proceeds of Authority Bonds shall be available for disbursement, as determined solely by the Authority, to finance the Cost of the Project. The Governmental Agency shall use the proceeds of the Loan strictly in accordance with Section 2.01(h) hereof, to finance the Cost of the Project.

SECTION 3.02 Disbursement of Loan Proceeds. The Trustee, as the agent of the Authority, shall disburse the amounts on deposit in the Project Loan Subaccount to the Governmental Agency upon receipt of a requisition executed by an Authorized Officer thereof and approved by the Authority, and if deemed necessary by the Authority, approved by the Colorado Water Quality Control Division, in the form set forth in the Bond Resolution.

The Authority covenants to direct the Trustee to provide all periodic written reports (as required by the provisions of the Bond Resolution) of all moneys on deposit under the Bond Resolution and to furnish such reports to the Governmental Agency as soon as practicable after receipt by the Authority.

The Authority hereby agrees that in the event that moneys on deposit in the Project Loan Subaccount are lost due to the negligence or misconduct of the Trustee, the Authority on behalf of the Governmental Agency, shall, upon the written request of the Governmental Agency, pursue its remedies against the Trustee, including, but not limited to, equitable actions or actions for money damages.

If there are moneys on deposit in the Project Loan Subaccount upon completion of the Project, the Governmental Agency shall advise the Authority in writing that no further requisitions are to be submitted to the Authority for disbursement of moneys from the Project Loan Subaccount. Upon receipt of such written advice, the Authority shall file with the Trustee the Certificate required by Section 5.03 of the Bond Resolution and use such moneys to redeem, purchase or provide for the payment of the Authority Bonds. The Authority shall credit ensuing Loan Repayments or portions thereof of the Governmental Agency chosen by the Authority as a result of the use of such to purchase, redeem or pay Authority Bonds.

SECTION 3.03 Amounts Payable.

(a) The Governmental Agency shall repay by electronic means the principal of and interest on the Loan in accordance with the schedule set forth on Exhibit C attached hereto and made a part hereof, as the same may be amended or modified, pursuant to Section 6.04 hereof.

The Governmental Agency shall execute the Governmental Agency Bond to evidence the Loan and the obligations of the Governmental Agency under the Governmental Agency Bond shall be deemed to be amounts payable under this Section 3.03. Each portion of the Loan Repayment payable under this subsection (a), whether satisfied entirely through a direct payment by the Governmental Agency to the Loan Servicer or through a combination of a direct payment and the use of Allocable Investment Income as described in subsection (c) of this Section 3.03 to pay interest on the Authority Bonds (and to the extent moneys are available therefor, principal of the Authority Bonds), shall be deemed to be a credit against the corresponding obligation of the Governmental Agency under this subsection (a) and shall fulfill the Governmental Agency's obligation to pay such amount hereunder and under the Governmental Agency Bond. Each payment made to the Loan Servicer pursuant to this subsection shall be applied first to interest then due and payable on the Loan, then to the principal of the Loan.

(b) In addition to the amounts payable under subsection (a) of this Section 3.03, the Governmental Agency shall pay the Administrative Fee in the amounts and on the dates set forth in Exhibit C attached hereto and made a part hereof. Each payment made pursuant to this subsection (b) shall, for purposes of the Loan and the Governmental Agency Bond, be considered as interest on the principal amount thereof.

(c) The Governmental Agency shall receive as a credit against each of its semiannual interest payment obligations set forth on Exhibit C attached hereto and made a part hereof (and, as applicable under the Bond Resolution, its annual principal obligations to the extent moneys are available therefor), (i) the amount of capitalized interest available to be applied against such obligations, as footnoted on such Exhibit C, and (ii) the amount of Allocable Investment Income, if any, to be credited against such obligations, as set forth in each billing statement to be mailed by the Loan Servicer to the Governmental Agency approximately thirty (30) days prior to each Loan Repayment due date.

(d) In addition to the payments required by subsections (a) and (b) of this Section 3.03, the Governmental Agency shall pay a late charge for any payment that is received by

the Loan Servicer later than the fifth (5th) day following its due date, in an amount equal to the greater of twelve percent (12%) per annum or the Prime Rate plus one half of one percent per annum on such late payment from its due date to when it is actually paid; provided, however, that the interest rate payable on the Loan including such late charge shall not be in excess of the maximum rate permitted by law as of the date hereof.

(e) The Governmental Agency acknowledges that payment of the Authority Bonds by the Authority, including payment from moneys drawn by the Trustee from the 2015 Series A Matching Account, other than from the investment income thereon, does not constitute payment of the amounts due under this Loan Agreement or the Governmental Agency Bond. If at any time the amounts on deposit in the 2015 Series A Matching Account shall be less than the requirement of such Account, as the result of any transfer of moneys from the 2015 Series A Matching Account to the Debt Service Fund as the result of failure by the Governmental Agency to make any Loan Repayments required hereunder, the Governmental Agency agrees to (i) replenish such moneys so transferred, and (ii) replenish any deficiency arising from losses incurred in making such transfer as the result of the liquidation by the Authority of investment securities acquired as an investment of moneys in the 2015 Series A Matching Account, by making payments to the Authority in equal monthly installments for the lesser of six (6) months or the remaining term of the Loan at an interest rate to be determined by the Authority necessary to make up any loss caused by such deficiency.

(f) Loan Repayments pursuant to this Section 3.03 shall be made by electronic means (either by bank wire transfer or by Automated Clearing House "ACH" transfer.)

SECTION 3.04 Unconditional Obligations. The obligation of the Governmental Agency to make the Loan Repayments and all other payments required hereunder and the obligation to perform and observe the other duties, covenants, obligations and agreements on its part contained herein is payable solely from the Revenues and shall be absolute and unconditional and shall not be abated, rebated, set-off, reduced, abrogated, terminated, waived, diminished, postponed or otherwise modified in any manner or to any extent whatsoever, while any payments under this Loan Agreement remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project or the System, commercial frustration of the purpose, any change in the laws of the United States of America or of the State of Colorado or any political subdivision of either or in the rules or regulations of any governmental authority, any failure of the Authority or the Trustee to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with the Project, this Loan Agreement or the Bond Resolution or any rights of set off, recoupment, abatement or counterclaim that the Governmental Agency might otherwise have against the Authority, the Trustee, the Loan Servicer or any other party or parties; provided, however, that payments hereunder shall not constitute a waiver of any such rights. The Governmental Agency shall not be obligated to make any payments required to be made by any other Governmental Agencies under separate Loan Agreements or the Bond Resolution.

SECTION 3.05 Loan Agreement to Survive Bond Resolution and Authority Bonds. The Governmental Agency acknowledges that its duties, covenants, obligations and agreements hereunder shall survive the discharge of the Bond Resolution and payment of the principal of, redemption premium, if any, and interest on the Authority Bonds. The Authority acknowledges that all duties, covenants, obligations and agreements of the Governmental Agency shall (except as and to the extent preserved in subsection (e)(vi) of Section 2.02 hereof) terminate upon the date of payment of all amounts payable to the Authority hereunder.

SECTION 3.06 Disclaimer of Warranties and Indemnification. The Governmental Agency acknowledges and agrees that (i) neither the Authority nor the Trustee makes any warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the System or the Project or any portions thereof or any other warranty or representation with respect thereto; (ii) except as provided herein, in no event shall the Authority or the Trustee or their respective agents be liable or responsible for any direct, incidental, indirect, special or consequential damages in connection with or arising out of this Loan Agreement or the Project or the existence, furnishing, functioning or use of the System or the Project or any item or products or services provided for in this Loan Agreement; and (iii) to the extent authorized by law, the Governmental Agency shall indemnify, save and hold harmless the Authority against any and all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any act or omission by the Governmental Agency, or its employees, agents or subcontractors pursuant to the terms of this Loan Agreement, provided however that the provisions of this clause (iii) are not intended to and shall not be construed as a waiver of any defense or limitation on damages provided for under and pursuant to the Colorado Governmental Immunity Act (Section 24-10-101, et seq., C.R.S.), or under the laws of the United States or other laws of the State of Colorado.

SECTION 3.07 Limited Recourse. No recourse shall be had for the payment of the principal of or interest on the Governmental Agency Bond or for any claim based thereon or upon any obligation, covenant or agreement contained in this Loan Agreement against any past, present or future officer, employee or agent of the Governmental Agency, or of any successor public corporation, as such, either directly or through the Governmental Agency or any successor public corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such officers, employees or agents as such is hereby expressly waived and released as a condition of and consideration for the Governmental Agency's execution of this Loan Agreement and the issuance of the Governmental Agency Bond.

SECTION 3.08 Option to Prepay Loan Repayments. Subject in all instances to the prior written approval of the Authority and satisfaction of the requirements, if any, of the Bond Resolution relating to Loan prepayments, the Governmental Agency may prepay the principal portion of the Loan Repayments set forth in Exhibit C, in whole or in part (but if in part, in the amount of $100,000 or any integral multiple of $100,000), upon prior written notice not less than ninety (90) days in addition to the number of days advance notice to the Trustee required for any optional or special redemption of the Authority Bonds, to the Authority and the Trustee and upon payment by the Governmental Agency to the Trustee of the principal amount of the Loan Repayments to be prepaid, plus the interest to accrue on such amount to the date of

the next succeeding optional redemption of the Authority Bonds allocable to such Loan Repayment to be prepaid; provided, however, that (i) if the Governmental Agency proposes to prepay in full the Loan Repayments set forth in Exhibit C, such prepayment shall be conditioned upon the simultaneous prepayment in full of all Administrative Fees due to and including the date of such redemption plus one year after the date of such redemption or (ii) if the Governmental Agency proposes to prepay any portion of the Loan Repayments set forth in Exhibit C, such prepayment shall be conditioned upon the simultaneous prepayment of such portion of the Administrative Fees due to and including the date of such redemption plus one year after the date of such redemption, as shall be determined by the Authority. In addition, if at the time of such prepayment, the Authority Bonds may only be redeemed at the option of the Authority upon payment of a redemption premium, the Governmental Agency shall add to its prepayment an amount, as determined by the Authority, equal to such redemption premium allocable to such Authority Bonds to be redeemed as a result of the Governmental Agency's prepayment. Prepayments shall be applied first to accrued interest on the portion of the Loan to be prepaid and then to the payment of Administrative Fees and then to principal payments (including redemption premium, if any) on the Loan in inverse order of Loan Repayments.

The Governmental Agency, in the sole discretion of the Authority, and upon terms and conditions satisfactory to the Authority, may provide for the prepayment in full of the Loan Repayments by depositing with the Authority an amount which, when added to the investment income to be derived from such amount to be deposited with the Authority, shall provide for the full payment of all such Loan Repayments in the manner provided in this Section 3.08. Any amounts so deposited with the Authority shall be invested solely in direct obligations of the United States of America.

SECTION 3.09 Source of Payment of Governmental Agency's Obligations. The Authority and the Governmental Agency agree that the amounts payable by the Governmental Agency under this Loan Agreement, including, without limitation, the amounts payable by the Governmental Agency pursuant to Section 3.03, Section 3.06, Section 3.08 and Section 5.04 of this Loan Agreement are payable solely from the Revenues and are not payable from any other source whatsoever. Nothing herein shall be deemed to prevent the Governmental Agency from paying the amounts payable under this Loan Agreement from any other legally available source.

SECTION 3.10 Delivery of Documents. Concurrently with the execution and delivery of this Loan Agreement, the Governmental Agency will cause to be delivered to the Authority each of the following items:

(a) opinions of the Governmental Agency's counsel substantially in the form set forth in Exhibit E-1 and E-2 hereto (such opinion may be given by one or more counsel); provided, however, that the Authority may permit variances in such opinion from the form or substance of such Exhibit E if such variances are not to the material detriment of the interests of the holders of the Authority Bonds;

(b) executed counterparts of this Loan Agreement;

(c) copies of the resolutions or ordinances of the governing body of the Governmental Agency authorizing the execution and delivery of this Loan Agreement and Governmental Agency Bond, certified by an Authorized Officer of the Governmental Agency; and

(d) such other certificates, documents, opinions and information as the Authority may require.

Concurrently with the delivery at the Loan Closing of this Loan Agreement, the Governmental Agency shall also deliver its Governmental Agency Bond to the Authority upon the receipt of a written certification of the Authority that the moneys to be deposited in the Project Loan Subaccount to fund the Loan shall be so deposited simultaneously with the delivery of the Governmental Agency Bond.

ARTICLE IV.

ASSIGNMENT

SECTION 4.01 Assignment and Transfer by Authority.

(a) The Governmental Agency expressly acknowledges that, other than Administrative Fees payable pursuant to subsection (b) of Section 3.03 and the right, title and interest of the Authority under Sections 3.06, 5.04 and 5.07, all right, title and interest of the Authority in, to and under this Loan Agreement and the Governmental Agency Bond has been assigned to the Trustee as security for the Authority Bonds, as applicable, as provided in the Bond Resolution, and that if any Event of Default shall occur, the Trustee, pursuant to the Bond Resolution, shall be entitled to act hereunder in the place and stead of the Authority. The Governmental Agency hereby acknowledges the requirements of the Bond Resolution applicable to the Authority Bonds and consents to such assignment and appointment.

The Authority shall retain the right to compel or otherwise enforce observance and performance by the Governmental Agency of its duties, covenants, obligations and agreements under subsection (b) of Section 3.03 to pay Administrative Fees and under Section 3.06 and Section 5.04.

(b) The Governmental Agency hereby approves and consents to any assignment or transfer of this Loan Agreement and the Governmental Agency Bond that the Authority deems to be necessary in connection with any refunding of the Authority Bonds or the issuance of additional bonds under the Bond Resolution or otherwise, in connection with the wastewater treatment pooled loan program of the Authority.

SECTION 4.02 Assignment by Governmental Agency. Neither this Loan Agreement nor the Governmental Agency Bond may be assigned by the Governmental Agency for any reason, unless the following conditions shall be satisfied: (i) the Authority and the Trustee shall have approved said assignment in writing; (ii) the assignee shall be a governmental unit within the meaning of Section 141(c) of the Code and the assignee shall have expressly assumed in writing the full and faithful observance and performance of the Governmental Agency's duties, covenants, agreements and obligations under the Loan Agreement; (iii)

immediately after such assignment, the assignee shall not be in default in the performance or observance of any duties, covenants, obligations or agreements of the Governmental Agency under the Loan Agreement; (iv) the Authority shall have received an opinion of bond counsel to the effect that such assignment will not adversely affect the exclusion of interest on the Authority Bonds from gross income for purposes of federal income taxation under Section 103(a) of the Code; and (v) the Authority shall receive an opinion of counsel to the effect that such assignment will not violate the provisions of the Bond Resolution or any agreement entered into by the Authority with, or condition of any grant received by the Authority from, the United States of America relating to the Federal Capitalization Agreement or any capitalization grant received by the Authority or the State under the federal Water Pollution Control Act.

No assignment shall relieve the Governmental Agency from primary liability for any of its obligations under this Loan Agreement and in the event of such assignment, the Governmental Agency shall continue to remain primarily liable for the performance and observance of its obligations to be performed and observed under this Loan Agreement.

ARTICLE V.

DEFAULTS AND REMEDIES

SECTION 5.01 Event of Default. If any of the following events occurs, it is hereby defined as and declared to be and to constitute an "Event of Default":

(a) failure by the Governmental Agency to pay, or cause to be paid, any Loan Repayment set forth in Schedule C, required to be paid hereunder when due, which failure shall continue for a period of ten (10) days;

(b) failure by the Governmental Agency to make, or cause to be made, any required payments of principal of, redemption premium, if any, and interest on any bonds, notes or other obligations of the Governmental Agency for borrowed money (other than the Loan and the Governmental Agency Bond), after giving effect to the applicable grace period, the payments of which are secured by the Pledged Property;

(c) failure by the Governmental Agency to pay, or cause to be paid, the Administrative Fee or any portion thereof when due or to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under this Loan Agreement, other than as referred to in paragraph (a) of this Section 5.01 and other than a failure to comply with the provisions of Section 2.03 hereof, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Governmental Agency by the Trustee, unless the Trustee shall agree in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in such notice is correctable but cannot be corrected within the applicable period the Trustee may not unreasonably withhold its consent to an extension of such time up to sixty (60) days from the delivery of the written notice referred to above if corrective action is instituted by the Governmental Agency within the applicable period and diligently pursued until the Event of Default is corrected;

(d) a petition is filed by or against the Governmental Agency under any federal or state bankruptcy or insolvency law or other similar law in effect on the date of this Loan Agreement or thereafter enacted, unless in the case of any such petition filed against the Governmental Agency such petition shall be dismissed within thirty (30) days after such filing and such dismissal shall be final and not subject to appeal; or the Governmental Agency shall become insolvent or bankrupt or make an assignment for the benefit of its creditors; or a custodian (including, without limitation, a receiver, liquidator or trustee of the Governmental Agency or any of its property) shall be appointed by court order to take possession of the Governmental Agency or its property or assets if such order remains in effect or such possession continues for more than thirty (30) days.

SECTION 5.02 Notice of Default. The Governmental Agency shall give the Trustee and the Authority prompt telephonic notice of the occurrence of any Event of Default referred to in Section 5.01(d) hereof, and of the occurrence of any other event or condition that constitutes an Event of Default at such time as any senior administrative or financial officer of the Governmental Agency becomes aware of the existence thereof. Any telephonic notice pursuant to this Section 5.02 shall be confirmed in writing by the end of the next Business Day (as defined in the Bond Resolution).

SECTION 5.03 Remedies on Default. Whenever an Event of Default referred to in Section 5.01 hereof shall have occurred and be continuing, the Authority shall have the right to take or to direct the Trustee to take any action permitted or required pursuant to the Loan Agreement and to take whatever other action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce the performance and observance of any duty, covenant, obligation or agreement of the Governmental Agency hereunder, including, without limitation, to obtain ex parte the appointment of a receiver of the System.

SECTION 5.04 Attorney's Fees and Other Expenses. The Governmental Agency shall on demand pay to the Authority or the Trustee the reasonable fees and expenses of attorneys and other reasonable fees and expenses (including without limitation the reasonably allocated costs of in-house counsel and legal staff) incurred by either of them in the collection of Loan Repayments or any other sum due hereunder or in the enforcement of performance or observation of any other duties, covenants, obligations or agreements of the Governmental Agency.

SECTION 5.05 Application of Moneys. Any moneys collected by the Authority or the Trustee pursuant to Section 5.03 hereof shall be applied (a) first, to pay any attorney's fees or other fees and expenses owed by the Governmental Agency pursuant to Section 5.04 hereof, (b) second, to pay interest due and payable on the Loan, (c) third, to pay principal due and payable on the Loan, (d) fourth, to pay any other amounts due and payable under this Loan Agreement; and (e) fifth, to pay interest and principal on the Loan and other amounts payable hereunder as such amounts become due and payable.

SECTION 5.06 No Remedy Exclusive; Waiver; Notice. No remedy herein conferred upon or reserved to the Authority or the Trustee is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this

Loan Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right, remedy or power accruing upon any Event of Default shall impair any such right, remedy or power or shall be construed to be a waiver thereof, but any such right, remedy or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority or the Trustee to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be required in this Article V.

SECTION 5.07 Retention of Authority's Rights. Notwithstanding any assignment or transfer of this Loan Agreement pursuant to the provisions hereof or of the Bond Resolution, or anything else to the contrary contained herein, the Authority shall have the right upon the occurrence of an Event of Default to take any action, including (without limitation) bringing an action against the Governmental Agency at law or in equity, as the Authority may, in its discretion, deem necessary to enforce the obligations of the Governmental Agency to the Authority pursuant to Section 3.03, Section 3.06 and Section 5.04 hereof.

SECTION 5.08 Default by the Authority. In the event of any default by the Authority under any duty, covenant, agreement or obligation of this Loan Agreement, the Governmental Agency's remedy for such default shall be limited to injunction, special action, action for specific performance or any other available equitable remedy designed to enforce the performance or observance of any duty, covenant, obligation or agreement of the Authority hereunder as may be necessary or appropriate. The Authority shall on demand pay to the Governmental Agency the reasonable fees and expenses of attorneys and other reasonable expenses in the enforcement of such performance or observation.

ARTICLE VI.

MISCELLANEOUS

SECTION 6.01 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand-delivered or mailed by registered or certified mail, postage prepaid, to the Governmental Agency at the address specified on Exhibit B attached hereto and made a part hereof and to the Authority, the Trustee and the Loan Servicer at the following addresses:

(a) Authority: Colorado Water Resources and
Power Development Authority
1580 Logan Street, Suite 620
Denver, Colorado 80203
Attention: Executive Director

(b) Trustee : Wells Fargo Bank, N.A.
1740 Broadway
MAC C7301-024
Denver, Colorado 80274
Attention: Corporate Trust Services

(c) Loan Servicer: Wells Fargo Bank, N.A.
1740 Broadway
MAC C7301-024
Denver, Colorado 80274
Attention: Corporate Trust Services

Any of the foregoing parties may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent, by notice in writing given to others.

SECTION 6.02 Binding Effect. This Loan Agreement shall inure to the benefit of and shall be binding upon the Authority and the Governmental Agency and their respective successors and assigns.

SECTION 6.03 Severability. In the event any provision of this Loan Agreement shall be held illegal, invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable or otherwise affect any other provision hereof.

SECTION 6.04 Amendments, Supplements and Modifications. This Loan Agreement may not be amended, supplemented or modified without the prior written consent of the Authority and the Governmental Agency.

SECTION 6.05 Execution in Counterparts. This Loan Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 6.06 Applicable Law and Venue. This Loan Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, including the Act. Venue for any action seeking to interpret or enforce the provisions of this Loan Agreement shall be in the Denver District Court.

SECTION 6.07 Consents and Approvals. Whenever the written consent or approval of the Authority shall be required under the provisions of this Loan Agreement, such consent or approval may only be given by the Authority unless otherwise provided by law or by rules, regulations or resolutions of the Authority or unless expressly delegated to the Trustee.

SECTION 6.08 Captions. The captions or headings in this Loan Agreement are for convenience only and shall not in any way define, limit or describe the scope or intent of any provisions or sections of this Loan Agreement.

SECTION 6.09 Compliance with Bond Resolution. The Governmental Agency covenants and agrees to take such action as the Authority shall reasonably request so as to enable the Authority to observe and comply with, all duties, covenants, obligations and agreements contained in the Bond Resolution insofar as such duties, covenants, obligations and agreements relate to the obligations of the Governmental Agency under this Loan Agreement.

SECTION 6.10 Further Assurances. The Governmental Agency shall, at the request of the Authority, authorize, execute, acknowledge and deliver such further resolutions, conveyances, transfers, assurances, financing statements and other instruments as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights and agreements granted or intended to be granted by this Loan Agreement and the Governmental Agency Bond.

SECTION 6.11 Recital. This Loan Agreement is authorized pursuant to and in accordance with the Constitution of the State of Colorado and all other laws of the State of Colorado thereunto enabling. Specifically, but not by way of limitation, this Loan Agreement is authorized by the Governmental Agency pursuant to Title 31, Article 35, Part 4, C.R.S. and Title 11, Article 57, Part 2, C.R.S and shall so recite in the Governmental Agency Bond. Such recitals shall conclusively impart full compliance with all provisions and limitations of such laws and shall be conclusive evidence of the validity and regularity of the issuance of the Governmental Agency Bond, and the Governmental Agency Bond delivered by the Governmental Agency to the Authority containing such recital shall be incontestable for any cause whatsoever after its delivery for value.

IN WITNESS WHEREOF, the Authority and the Governmental Agency have caused this Loan Agreement to be executed, and delivered, as of the Loan Closing.

COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY

By: _____
Executive Director

(SEAL)

CITY OF LOUISVILLE, COLORADO, ACTING BY AND THROUGH THE CITY OF LOUISVILLE WATER AND WASTEWATER ENTERPRISE

By: _____
President

ATTEST:

_____
Secretary

EXHIBIT A

SECURITY DESCRIPTION

1. Description of Project

The Project consists of [TO FOLLOW].

2. Description of System

"System" shall mean, complete water system and complete sewer system presently owned, operated and maintained by the Governmental Agency, and any and all improvements, extensions and additions thereto, and all lands or interests therein, plants buildings machinery franchises, pipes, fixtures, equipment and all property, real or personal, tangible or intangible, now or hereafter owned or used by the Governmental Agency in connection therewith.

3. Lien Representation

The Pledged Property is free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto which is superior to the lien of this Loan Agreement and the Governmental Agency Bond on the Pledged Property, and all corporate or other action on the part of the Governmental Agency to that end has been and will be duly and validly taken. As of the date of this Loan Agreement there are outstanding no bonds, notes or evidences of indebtedness or contractual obligations secured by a lien on the Pledged Property which are on a parity with the lien of the Loan Agreement and Governmental Agency Bond, except for the amounts due pursuant to the Loan Agreement, dated as of May 1, 2002, between the Authority and the Governmental Agency. Except as permitted by Exhibit F hereto, the Governmental Agency shall not issue any bonds or other evidences of indebtedness of a similar nature secured by a pledge, lien or assignment on the Pledged Property or create a lien or charge thereon.

4. Pledged Property

"Pledged Property" means the Net Revenues (as defined in this paragraph 4 of Exhibit A of this Loan Agreement).

"Net Revenues" shall mean the Gross Revenues less Operating and Maintenance Expenses, plus all proceeds of insurance in excess of or not applied to the repair and replacement of the System, and the proceeds of any sale, conveyance, or exchange of the System in excess of that applied to replace the System sold or exchanged.

"Gross Revenues" includes all fees, rentals or other charges or other income derived or received by the Governmental Agency or accrued to the Governmental Agency from the operation of the System other than (a) moneys reserved for operation of the Klein Water Treatment Facility and (b) moneys received from the United States of America or any department or agency thereof.

"Revenues" shall mean (a) all revenues, income, rents and receipts earned by the Governmental Agency from or attributable to the ownership and operation of the System, (b) the

proceeds of any insurance covering business interruption loss relating to the System, and (c) interest earned on any moneys or investments which are required to be paid into any fund or account pledged to the payment of this Loan Agreement and the governmental Agency Bond pursuant to this Loan Agreement and the Governmental Agency Bond pursuant to paragraph 4. of Exhibit A of this Loan Agreement.

"Operating and Maintenance Expenses" means the current expenses, paid or accrued, of operation, maintenance and repair of the System and are to include, without limiting the generality of the foregoing, administrative expenses relating solely to the System, insurance premiums, labor, the cost of materials and supplies used for current operation, and charges for the accumulation of appropriate reserves not annually recurrent but which are such as may reasonably be expected to be incurred in accordance with sound accounting practice. *"Operating and Maintenance Expenses"* are not to include any allowance for depreciation.

"Water and Sewer Revenue Bond Fund" shall mean a separate fund to be held by the governmental Agency designated as the "City of Louisville Utility Bonds Revenue Fund" into which the Net Revenues shall be deposited, to be kept separate and apart from all other funds of the Governmental Agency.

"Generally Accepted Accounting Principles" shall mean accounting principles, methods and terminology followed and construed for enterprises which are employed in business comparable to the business of the Governmental Agency, as amended from time to time.

5. <u>Rate Covenant</u>

The Governmental Agency shall establish and collect rates and charges for the use or the sale of the products and services of the System, which together with other moneys available therefor, are expected to produce Revenues (as defined in paragraph (4) of this Exhibit A to this Loan Agreement) for each calendar year which will be at least sufficient for such calendar year to pay the sum of:

(a) all amounts estimated to be required to pay Operating and Maintenance Expenses (as defined in paragraph (4) of this Exhibit A of this Loan Agreement) during such calendar year;

(b) a sum equal to 110% of the debt service due on the Governmental Agency Bond for such calendar year and debt service coming due during such calendar year on a parity with the with the lien or change of this Loan Agreement on the Pledged Property, in each case computed as of the beginning of such calendar year;

(c) the amount, if any, to be paid during such calendar year into any debt service reserve account;

(d) a sum equal to the debt service on any subordinated debt for such calendar year computed as of the beginning of such calendar year; and

(e) amounts necessary to pay and discharge all charges and liens or other indebtedness not described above payable out of the Revenues during such calendar year.

Notwithstanding anything contained above, amounts deposited in a rate stabilization account shall not be deemed Revenues (as defined in paragraph 4. of this Exhibit A to this Loan Agreement) in the calendar year deposited and amounts withdrawn from the rate stabilization account shall be deemed Revenues (as defined in paragraph 4. of this Exhibit A to this Loan Agreement) in the year withdrawn.

EXHIBIT B

DESCRIPTION OF THE LOAN

1. **Address of Governmental Agency:**

   City of Louisville, Colorado, Acting By and Through the City of Louisville Water and Wastewater Enterprise
   [Address]

2. **Cost of Project:** $_____

3. **Principal Amount of Loan Commitment:** $_____

4. **Loan Term:** The date commencing on the Loan Closing and ending on the final Loan Repayment date set forth in Exhibit C.

5. **Description of the Project:** See Exhibit A, 1.

6. **Authorized Officer(s)**: _____
   _____

7. **Project Completion Date:** _____

EXHIBIT C

LOAN REPAYMENT SCHEDULE

Loan Repayment Date	Principal Portion of Loan Repayment[1]	Principal Portion of Loan Repayment[2]	Total Principal	Interest Portion of Loan Repayment	Total Loan Repayment

[1] Allocated to Principal of Authority Bonds.
[2] Allocated to Authority Funds and Federal Capitalization Agreements Funds Deposited in Project Loan Subaccount.

EXHIBIT D

GOVERNMENTAL AGENCY BOND

FOR VALUE RECEIVED, the undersigned, **CITY OF LOUISVILLE, COLORADO, ACTING BY AND THROUGH THE CITY OF LOUISVILLE WATER AND WASTEWATER ENTERPRISE** (the "Governmental Agency") hereby promises to pay to the **COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY** (the "Authority"), or registered assigns, the principal amount of _____, _____ Dollars ($_____), at the times and in the amounts determined as provided in the Loan Agreement dated as of May 1, 2015, by and between the Authority and the Governmental Agency (the "Loan Agreement"), together with interest thereon in the amount calculated as provided in the Loan Agreement, payable on the dates and in the amounts determined as provided in the Loan Agreement.

This Governmental Agency Bond is issued pursuant to the Loan Agreement and is issued in consideration of the loan made thereunder (the "Loan") and to evidence the obligations of the Governmental Agency thereunder to make the Loan Repayments (as defined in the Loan Agreement). This Governmental Agency Bond has been assigned to Wells Fargo Bank, N.A., as trustee (the "Trustee") under the Bond Resolution (as defined in the Loan Agreement) and payments hereunder shall, except as otherwise provided in the Loan Agreement, be made directly to the Loan Servicer (as defined in the Bond Resolution) for the account of the Authority pursuant to such assignment. Such assignment has been made as security for the payment of the Authority Bonds (as defined in the Bond Resolution) issued to finance or refinance, and in connection with, the Loan and as otherwise described in the Loan Agreement. All of the terms, conditions and provisions of the Loan Agreement are, by this reference thereto, incorporated herein as a part of this Governmental Agency Bond.

This Governmental Agency Bond is entitled to the benefits and is subject to the conditions of the Loan Agreement. The obligations of the Governmental Agency to make the payments required hereunder shall be absolute and unconditional without any defense or right of setoff, counterclaim or recoupment by reason of any default by the Authority under the Loan Agreement or under any other agreement between the Governmental Agency and the Authority or out of any indebtedness or liability at any time owing to the Governmental Agency by the Authority or for any other reason.

This Governmental Agency Bond is subject to optional prepayment under the terms and conditions, and in the amounts provided in Section 3.08 of the Loan Agreement.

The obligation of the Governmental Agency to make payments under the Loan Agreement and this Governmental Agency Bond is a special and limited obligation of the Government Agency and is payable solely from the repayment source described in the Loan Agreement and the obligation of the Governmental Agency to pay the Loan Repayments is secured by an irrevocable pledge and lien (but not necessarily an exclusive lien) upon the Pledged Property (as defined in paragraph 4. of Exhibit A of the Loan Agreement). This Governmental Agency Bond does not constitute a debt or an indebtedness of the Governmental Agency within the meaning of

any constitutional, charter or statutory provision or limitation. This Governmental Agency Bond is not payable in whole or in part from the proceeds of general property taxes, and the full faith and credit of the Governmental Agency is not pledged for the payment of the principal of or interest on this Governmental Agency Bond.

This Governmental Agency Bond is issued under the authority of and in full conformity with the Constitution and laws of the State of Colorado, including without limitation, Article X, Section 20 of the Constitution, Title 31, Article 35, Part 4, C.R.S.; certain provisions of Title 11, Article 57, Part 2, C.R.S. (The "Supplemental Act"), and pursuant to the Loan Agreement. Pursuant to §11-57-210, of the Supplemental Act, such recital shall be conclusive evidence of the validity and regularity of the issuance of this Governmental Agency Bond after its delivery for value. Pursuant to §31-35-413, C.R.S., such recital shall conclusively impart full compliance with all the provisions of said statutes, and this Governmental Agency Bond issued containing such recital is incontestable for any cause whatsoever after its delivery for value.

IN WITNESS WHEREOF, the Governmental Agency has caused this Governmental Agency Bond to be duly executed, sealed and delivered, as of this ____ day of _____, 2015.

(SEAL)

CITY OF LOUISVILLE, COLORADO, ACTING BY AND THROUGH THE CITY OF LOUISVILLE WATER AND WASTEWATER ENTERPRISE

By: _____
President

ATTEST:

_____
Secretary

EXHIBIT E-1

OPINION OF GOVERNMENTAL AGENCY COUNSEL

[LETTERHEAD OF COUNSEL TO GOVERNMENTAL AGENCY]

[Date of Closing]

Colorado Water Resources and
Power Development Authority

Wells Fargo Bank, National Association
as Trustee

_____
as Representative of the Underwriters

Ladies and Gentlemen:

[insert "I am an attorney" or "We are attorneys"] admitted to practice in the State of Colorado and ["I" or "We"] have acted as counsel to the **CITY OF LOUISVILLE, COLORADO, ACTING BY AND THROUGH THE CITY OF LOUISVILLE WATER AND WASTEWATER ENTERPRISE** (the "Governmental Agency"), which has entered into a Loan Agreement (as hereinafter defined) with the **COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY** (the "Authority"), and have acted as such in connection with the authorization, execution and delivery by the Governmental Agency of the Loan Agreement and its Governmental Agency Bond (as hereinafter defined).

In so acting [insert "I" or "we"] have examined the Constitution and laws of the State of Colorado and by-laws of the Governmental Agency. [insert "I" or "We"] have also examined originals, or copies certified or otherwise identified to [insert "my" or "our"] satisfaction, of the following:

1. The Authority's Water Pollution Control Revolving Fund 2015 Series A Revenue Bond Resolution, adopted by the Authority on April 24, 2015 (the "Bond Resolution");

2. the Loan Agreement, dated as of May 1, 2015 (the "Loan Agreement") by and between the Authority and the Governmental Agency;

3. proceedings of the governing members of the Governmental Agency relating to the approval of the Loan Agreement and the execution, issuance and delivery thereof on behalf of the Governmental Agency, and the authorization of the undertaking and completion of the Project (as defined in the Loan Agreement);

4. the Governmental Agency Bond, dated _____ __, 2015 (the "Governmental Agency Bond") issued by the Governmental Agency to the Authority to evidence the Loan;

5. proceedings of the governing body of the Governmental Agency relating to the issuance of the Governmental Agency Bond and the execution, issuance and delivery thereof to the Authority (the Loan Agreement and the Governmental Agency Bond are referred to herein collectively as the "Loan Documents"); and

6. all outstanding instruments relating to bonds, notes or other indebtedness of or relating to the Governmental Agency.

[insert "I" or "We"] have also examined and relied upon originals, or copies certified or otherwise authenticated to [insert "my" or "our"] satisfaction, of such other records, documents, certificates and other instruments, and made such investigation of law as in [insert "my" or "our"] judgment [insert "I" or "we"] have deemed necessary or appropriate to enable [insert "me" or "us"] to render the opinions expressed below.

Based upon the foregoing, [insert "I am" or "We are"] of the opinion that:

1. The Governmental Agency is a "governmental agency" within the meaning of the Authority's enabling legislation with the legal right to carry on the business of the System (as defined in the Loan Agreement) as currently being conducted and as proposed to be conducted.

2. The Governmental Agency has full legal right and authority to execute the Loan Documents and to observe and perform its duties, covenants, obligations and agreements thereunder and to undertake and complete the Project; subject, however, to the effect of, restrictions and limitations imposed by or resulting from, bankruptcy, insolvency, moratorium, reorganization, debt adjustment or other similar laws affecting creditors' rights generally (Creditor's Rights Limitations) heretofore or hereafter enacted.

3. The proceedings of the Governmental Agency's governing members approving the Loan Documents and authorizing their execution, issuance and delivery on behalf of the Governmental Agency, and authorizing the Governmental Agency to undertake and complete the Project have been duly and lawfully adopted and authorized in accordance with applicable Colorado law, (hereinafter collectively called the "Authorizing Resolutions"), which Authorizing Resolutions were duly approved and published in accordance with applicable Colorado law, at a meeting or meetings which were duly called pursuant to necessary public notice and held in accordance with applicable Colorado law, and at which quorums were present acting throughout.

4. To the best of [insert "my" or "our"] knowledge, after such investigation as [insert "I" or "we"] have deemed appropriate, the authorization, execution and delivery of the Loan Documents by the Governmental Agency, the observation and performance by the Governmental Agency of its duties, covenants, obligations

and agreements thereunder and the consummation of the transactions contemplated therein and the undertaking of the Project do not and will not contravene any existing law or any existing order, injunction, judgment, decree, rule or regulation of any court or governmental or administrative agency, authority or person having jurisdiction over the Governmental Agency or its property or assets or result in a breach or violation of any of the terms and provisions of, or constitute a default under, any existing bond resolution, trust agreement, indenture, mortgage, deed or trust or other agreement to which the Governmental Agency is a party or by which it, the System (as defined in the Loan Agreement) or its property or assets is bound.

5. To the best of [insert "my" or "our"] knowledge, after such investigation as [insert "I" or "we"] have deemed appropriate, all approvals, consents or authorizations of, or registrations of or filings with, any governmental or public agency, authority or person required to date on the part of the Governmental Agency in connection with the authorization, execution, delivery and performance of the Loan Documents and, other than authorizations, licenses and permits relating to the siting, construction and acquisition of the Project which [insert "I" or "we"] expect to receive in the ordinary course of business, the undertaking and completion of the Project have been obtained or made.

6. To the best of [insert "my" or "our"] knowledge, after such investigation as [insert "I" or "we"] have deemed appropriate, there is no litigation or other proceeding pending or threatened in any court or other tribunal of competent jurisdiction (either State of Federal) questioning the creation, organization or existence of the Governmental Agency or the validity, legality or enforceability of the Loan Documents or the undertaking or completion of the Project or which if adversely determined, could (a) materially adversely affect (i) the financial position of the Governmental Agency, (ii) the ability of the Governmental Agency to perform its obligations under the Loan Documents, (iii) the security for the Loan Documents, or (iv) the transactions contemplated by the Loan Documents, or (b) impair the ability of the Governmental Agency to maintain and operate its system.

This opinion is rendered on the basis of Federal law and the laws of the State of Colorado as enacted and construed on the date hereof. [insert "I" or "We"] express no opinion as to any matter not set forth in the numbered paragraphs herein.

[insert “I” or “We”] hereby authorize Norton Rose Fulbright US LLP, Bond Counsel, and Carlson, Hammond & Paddock L.L.C., General Counsel to the Authority, to rely on this opinion as if [insert “I” or “we”] had addressed this opinion to them in addition to you.

Very truly yours,

EXHIBIT E-2

OPINION OF GOVERNMENTAL AGENCY BOND COUNSEL

[LETTERHEAD OF BOND COUNSEL TO GOVERNMENTAL AGENCY]

[Date of Closing]

Colorado Water Resources and
Power Development Authority

Wells Fargo Bank, National Association
as Trustee

_____
as Representative of the Underwriters

Ladies and Gentlemen:

[insert "I" or "We"] have acted as bond counsel to the **CITY OF LOUISVILLE, COLORADO, ACTING BY AND THROUGH THE CITY OF LOUISVILLE, WATER AND WASTEWATER ENTERPRISE** (the "Governmental Agency"), which has entered into a Loan Agreement (as hereinafter defined) with the **COLORADO WATER RESOURCES AND POWER DEVELOPMENT AUTHORITY** (the "Authority"), and have acted as such in connection with the authorization, execution and delivery by the Governmental Agency of the Loan Agreement and its Governmental Agency Bond (as hereinafter defined).

In so acting [insert "I" or "we"] have examined the Constitution and laws of the State of Colorado and by-laws of the Governmental Agency. [insert "I" or "We"] have also examined originals, or copies certified or otherwise identified to [insert "my" or "our"] satisfaction, of the following:

1. The Authority's Water Pollution Control Revolving Fund 2015 Series A Revenue Bond Resolution, adopted by the Authority on April 24, 2015 (the "Bond Resolution");

2. the Loan Agreement, dated as of May 1, 2015 (the "Loan Agreement") by and between the Authority and the Governmental Agency;

3. proceedings of the governing members of the Governmental Agency relating to the approval of the Loan Agreement and the execution, issuance and delivery thereof on behalf of the Governmental Agency;

4. the Governmental Agency Bond, dated _____ __, 2015 (the "Governmental Agency Bond") issued by the Governmental Agency to the Authority to evidence the Loan; and

5. proceedings of the governing body of the Governmental Agency relating to the issuance of the Governmental Agency Bond and the execution, issuance and delivery thereof to the Authority (the Loan Agreement and the Governmental Agency Bond are referred to herein collectively as the "Loan Documents"); and

[insert "I" or "We"] have also examined and relied upon originals, or copies certified or otherwise authenticated to [insert "my" or "our"] satisfaction, of such other records, documents, certificates and other instruments, and made such investigation of law as in [insert "my" or "our"] judgment [insert "I" or "we"] have deemed necessary or appropriate to enable [insert "me" or "us"] to render the opinions expressed below.

Based upon the foregoing, [insert "I am" or "We are"] of the opinion that:

1. The Governmental Agency is a "governmental agency" within the meaning of the Authority's enabling legislation.

2. The Governmental Agency has full legal right and authority to execute the Loan Documents and to observe and perform its duties, covenants, obligations and agreements thereunder and to undertake and complete the Project; subject, however, to the effect of, restrictions and limitations imposed by or resulting from, bankruptcy, insolvency, moratorium, reorganization, debt adjustment or other similar laws affecting creditors' rights generally (Creditor's Rights Limitations) heretofore or hereafter enacted.

3. The Governmental Agency has pledged the [insert specific source of payment] for the punctual payment of the principal of and interest on the Loan (as defined in the Loan Agreement), and all other amounts due under the Loan Documents according to their respective terms and the Authority has a first lien but not necessarily an exclusive first lien on such source of repayment. No filings or recordings are required under the Colorado Uniform Commercial Code in order to provide a first lien on such source of repayment and all actions have been taken as required under Colorado law to insure the priority, validity and enforceability of such lien.

4. The Loan Documents have been duly authorized, executed and delivered by the authorized officers of the Governmental Agency; and, assuming in the case of the Loan Agreement, that the Authority has all the requisite power and authority to authorize, execute and deliver, and has duly authorized, executed and delivered the Loan Agreement, the Loan Documents constitute the legal, valid and binding obligations of the Governmental Agency enforceable in accordance with their respective terms; subject, however, to the effect of, and to restrictions and limitations imposed by or resulting from Creditor's Rights Limitations or other laws, judicial decisions and principles of equity relating to the enforcement of contractual obligations generally.

5. Assuming compliance with the covenants contained in the Loan Agreement, the Governmental Agency is not, directly or indirectly, (a) using in excess of ten

percent of the proceeds of the Authority Bonds (as defined in the Loan Agreement) loaned to the Governmental Agency or the Project in a manner that would constitute "private business use" within the meaning of Section 141(b)(6) of the Internal Revenue Code of 1986, as amended (the "Code"), and at least one-half of such private business use permitted by clause (a) is neither unrelated to the governmental use of the proceeds of the Authority Bonds loaned to the Governmental Agency (within the meaning of Section 141(b)(3)(A)(ii)(I) or (III) of the Code) nor disproportionate related business use (within the meaning of Section 141(b)(3)(A)(ii)(II) or (III) of the Code) nor (B) using, directly or indirectly, any of the proceeds of the Authority Bonds loaned to the Governmental Agency to make or finance loans to persons other than governmental units (as such terms is used in Section 141(c) of the Code).

6. The execution and delivery of the Loan Documents are not subject to the limitations of Article X, Section 20 of the Colorado Constitution ("TABOR") since the System of the Governmental Agency as of the date hereof constitutes an enterprise under TABOR. The performance of the obligations of the Governmental Agency under the Loan Documents is not subject to the limitations of TABOR as long as the System continues to qualify as an enterprise under TABOR. If the System is no longer an enterprise under TABOR, the Loan Documents will continue to constitute legal, valid and binding obligations of the Governmental Agency enforceable in accordance with their respective terms; subject, however, to (a) Creditor's Rights Limitations or other laws, judicial decisions and principles of equity relating to the enforcement of contractual rights generally, and (b) subject to the next sentence, the revenue and spending limitations of TABOR. If the System at any time fails to be an enterprise under TABOR, (a) the Governmental Agency may continue to impose any increase in fees, rates and charges of the System without voter approval; (b) all revenues of the Governmental Agency used to pay Loan Repayments shall be included in the Governmental Agency's fiscal year spending limit under Section 7(d) of TABOR, except that debt service changes and reductions are exceptions to, and not part of, the Governmental Agency's revenue and spending basis and limits; and (c) if the Governmental Agency is required to reduce spending in order to comply with its fiscal year spending limit under Section 7(b) of TABOR, the Governmental Agency will first be required to reduce spending for purposes for which it does not have an obligation under law or by contract prior to reducing spending required to comply with the other covenants contained in the Loan Documents.

This opinion is rendered on the basis of Federal law and the laws of the State of Colorado as enacted and construed on the date hereof. [insert "I" or "We"] express no opinion as to any matter not set forth in the numbered paragraphs herein.

[insert "I" or "We"] hereby authorize Norton Rose Fulbright US LLP, Bond Counsel, and Carlson, Hammond & Paddock L.L.C., General Counsel to the Authority, to rely on this opinion as if [insert "I" or "we"] had addressed this opinion to them in addition to you.

Very truly yours,

EXHIBIT F

ADDITIONAL COVENANTS AND REQUIREMENTS

Audit Requirements. For each year in which the Governmental Agency requests a disbursement from the Project Loan Subaccount, the Governmental Agency shall conduct its annual audit in accordance with the federal Single Audit Act, 31 U.S.C. § 7501 et seq.

Additional Senior, Parity and Subordinate Lien Bonds. The Governmental Agency covenants that it will not issue any obligations payable out of, or secured by a lien or charge on the Pledged Property which is superior to the lien or charge of this Loan Agreement on the Pledged Property. In addition, the Governmental Agency covenants that it will not issue any obligations payable out of, or secured by a lien or charge on the Pledged Property which is on a parity with the lien or charge of this Loan Agreement on the Pledged Property, except as provided in the next succeeding paragraph with respect to obligations issued to finance the cost of completion of the Project (as defined in paragraph 1. of Exhibit A to this Loan Agreement), unless the Governmental Agency certifies to the Authority that Net Revenues (as defined in paragraph 4. of Exhibit A to this Loan Agreement and subject to the next sentence) for any 12 consecutive months out of the 18 months preceding the month in which such obligations are to be issued is at least equal to the sum of (a) 110% of the maximum annual debt service of (i) this Loan Agreement and all outstanding obligations of the Governmental Agency payable out of, or secured by a lien or charge on the Pledged Property which is on a parity with the lien or charge of the Governmental Agency Bond on the Pledged Property, and (ii) such proposed obligations to be issued, and (b) 100% of the maximum annual debt service of all obligations payable out of, or secured by a lien or charge on the Pledged Property which is subordinate to the lien or charge of the Loan Agreement on the Pledged Property. Net Revenues may be adjusted to reflect any rate increases prior to the issuance of such additional obligations by adding to the actual Net Revenues for such period an estimated sum equal to 100% of the estimated increase in Net Revenues which would have been realized during such period had such rate increase been in effect during all of such period. Notwithstanding the foregoing, the Governmental Agency may issue refunding obligations payable out of, or secured by a lien or charge on the Pledged Property, without compliance with the requirements stated above, provided that the debt service payments on such refunding obligations do not exceed the debt service payments on the refunded obligations during any calendar year. In addition, the Governmental Agency covenants that it will not issue any obligations payable out of, or secured by a lien or charge on the Pledged Property which is subordinate to this Loan Agreement on the Pledged Property, unless the Governmental Agency certifies to the Authority that for any 12 consecutive months out of the 18 months preceding the month in which such obligations are to be issued Net Revenues were at least 100% of the maximum annual debt service on all obligations payable out of, or secured by a lien or charge on the Pledged Property, which are outstanding during such period.

Operations and Maintenance Reserve Fund. The Governmental Agency shall maintain an operations and maintenance reserve in an amount equal to three months of Operating Expenses excluding depreciation of the System as set forth in the annual budget for the current fiscal year but in no event greater than $1,250,000. Said reserve may be in the form of unobligated fund balances or other unobligated cash or securities (i.e., capital reserves) or may be in a separate

segregated fund and shall be maintained as a continuing reserve for payment of any lawful purpose relating to the System. If the operations and maintenance reserves fall below this requirement, the shortfall shall be made up in 24 substantially equal monthly installments beginning the second month after such shortfall or the date of delivery.

Rate Study. In the event that Revenues collected during a fiscal year are not sufficient to meet the requirements set forth in the Rate Covenant contained in paragraph 5. of Exhibit A of this Loan Agreement, the Governmental Agency shall, within 90 days of the end of such fiscal year, cause an independent firm of accountants or consulting engineers, to prepare a rate study for the purpose of recommending a schedule of rates, fees and charges for the use of the System which in the opinion of the firm conducting the study will be sufficient to provide Revenues to be collected in the next succeeding fiscal year which will provide compliance with the Rate Covenant described in paragraph 5. of Exhibit A of this Loan Agreement. Such a study shall be delivered to the Authority and the Trustee. The Governmental Agency shall within six months of receipt of such study, adopt rates, fees and charges for the use of the System, based upon the recommendations contained in such study, which provide compliance with said Rate Covenant.

Special Fund. The Governmental Agency covenants to create a special fund into which shall be deposited the Revenues (as defined in paragraph 4. of Exhibit A to this Loan Agreement). The Revenues shall be applied, on or before the last day of each month, first to the payment of the Operating Expenses (as defined in paragraph 4. of Exhibit A to this Loan Agreement) and then applied to the payment of the Loan Repayments and other amounts payable on a parity with the Loan Repayments. Any further application shall be as provided by ordinance or resolution of the Governmental Agency.

City of Louisville
COLORADO • SINCE 1878

City Council
Meeting Packet
March 17, 2015

Addendum #1
Items presented at the meeting.

Carol Hanson

From: Nancy Varra
Sent: Monday, March 16, 2015 5:19 PM
To: Carol Hanson
Subject: FW: Boulder County Housing Authority Development Proposal

For tomorrow night

Sent from my Windows Phone

From: Mike Deborski
Sent: 3/16/2015 2:19 PM
To: Nancy Varra
Cc: Paige Deborski
Subject: Boulder County Housing Authority Development Proposal

March 16, 2015

Respected Mayor and City Council,

I have watched the March 03 meeting in detail and cannot believe how loosely the project was presented. There seemed to be a great lack of detail for a proposal of this scope.

As the dog and pony show continued it began to look more like smoke and mirrors. For the record, I am in favor of affordable housing, especially to accommodate OUR seniors, however, this one raises many questions.

I appreciate our council asking the pertinent questions and hope the housing authority brings forward some solid answers. In addition, I very much agree with all points stated by Michael Menaker.

One of the proponents of the proposal claimed that the city subsidized the Delo project. Technically, we all know that is not accurate.

First, the area had been designated as an urban renewal site over a decade ago and had the table set for grants and TIF financing to help fund the infrastructure.

I would hope that somebody has the chance to set the record straight. I do not recall the City of Louisville ever having the policy of subsidizing developers. Nor do I believe it should start here.

I do not believe county, city, or even state government should be in the business of developing residential and commercial properties.

Simply because the Boulder County Housing Authority wants to play developer, I do not feel they are not due any subsidy entitlements. Nor do I believe it's necessary.

To touch on Councilman Lipton's question upon the market value of the development. A conservative post development valuation of the dirt alone (11 acres at $35/sq ft) should be roughly $16.5 million dollars.

I'm thinking the BVHA is skinning a fat hog on this deal and really should not need $2.3 million worth of infrastructure from Louisville residents. We all know that the City of Louisville is one of the most desirable places to live in the nation.

Do we really need to pay people to move here? I think not! It's been an old standing Louisville value that charity starts at home. We have plenty of our own seniors who are in need of affordable housing.

These are folks who have paid taxes here and contributed in many ways for decades to make Louisville great. The BCHA states that they cannot give priority to our long-time residents, if this is the case, we don't need their deal.

Should we kick our seniors to the curb in place of the flood displaced or an artist? Furthermore, we already have a thriving arts community and vibrant downtown.

Why not let our neighboring towns of Lafayette or Eire enjoy such a socio-economic bonanza?

The fiscal picture of what is being proposed makes no sense to me. Where's John Leary when you really need him?

Some say that if we do not cooperate with the county on this project there could be financial repercussions. If that's the case, first loss is best, let's take our whoopin' and move on.

Best Regards,

Michael Deborski

601 Pine Street

Louisville, CO 80027

Carol Hanson

From: Katie Latier <katiemraz@gmail.com>
Sent: Tuesday, March 17, 2015 2:14 PM
To: City Council; bvs.board@bvsd.org
Subject: Enrollment issues at Louisville Elementary School- concerned parents

Dear BVSD and Louisville City Council Members,

My husband and I attended the February 4th meeting between BVSD and the Louisville City Council. We attended this meeting in order to better understand the capacity issues at Louisville Elementary School and what is being done to address these issues. We have a 5-year old entering Kindergarten in the Fall of 2015 and a 3-year old child who will enter kindergarten in the Fall of 2017. We moved to Louisville a few years ago specifically for the quality of Boulder Valley Schools and the wonderful small town feel of old town Louisville.

We are very concerned about the current capacity issues at LES and the potential for this number to significantly rise over the next few years. The 5-year enrollment projections have LES at 652 students in 2017/18 which is over 100% capacity and rising each year thereafter. With the changing demographics in downtown Louisville along with the current developments, we are concerned your projections are underestimating the future enrollment which will further exacerbate the projected problem. Based on feedback from our orientation tour of Louisville Elementary, overcrowding and class size is a problem today at LES. Over enrollment at both, the school-level and individual class-level, creates an undue burden on the faculty and staff while hindering the development of our students. This issue needs to be addressed and a plan implemented to deal with the problem.

We request that BVSD draft a plan for dealing with capacity enrollment issues at LES as soon as possible. This plan needs to be drafted and submitted to the Louisville City Council as soon as possible, so that the city of Louisville can make informed decisions about city planning and services. This plan is necessary today to allow the City Council and Planning Commission to make well informed decisions regarding the approval of future housing developments and as the city evaluates the South Boulder Road and McCaslin Small Area Plans. A plan to deal with over enrollment at LES needs to be communicated by BVSD so our city can make informed decisions. A plan to address over enrollment, will also help the current residents make informed choices about their children's education.

We understand there are a number of solutions that the BVSD can implement to address the over enrollment problem including: 1) temporary classrooms, 2) building expansion, 3) busing, 4) reduced programming, and 5) re-drawing school boundaries. The City Council and Planning Commission need to understand which solutions will be utilized in order to make the appropriate planning decisions for the city. Parents need to understand the proposed solutions to make informed decisions about neighborhood schools versus open enrollment versus charter schools.

This is a problem today and communicating a plan is important today. BVSD needs to inform the City of Louisville and its residents so all involved can make informed decisions about the future.

Sincerely,

Katie & Jeff Latier

109 Lois Cir

Louisville, CO 80027

303-830-9009

Carol Hanson

From:	Annie Cabell Harrington <accabell@yahoo.com>
Sent:	Tuesday, March 17, 2015 2:31 PM
To:	City Council
Cc:	bvs.board@bvsd.org
Subject:	Louisville School System

Dear BVSD and Louisville City Council Members,

We have a 4-year old entering Kindergarten in the Fall of 2016 and a 2-year old child who will enter kindergarten in the Fall of 2018. We moved to Louisville a year ago specifically for the quality of Boulder Valley Schools and the wonderful small town feel of old town Louisville.

We are very concerned about the current capacity issues at LES and the potential for this number to significantly rise over the next few years. The 5-year enrollment projections have LES at 652 students in 2017/18 which is over 100% capacity and rising each year thereafter. With the changing demographics in downtown Louisville along with the current developments, we are concerned your projections are underestimating the future enrollment which will further exacerbate the projected problem. Based on feedback from our orientation tour of Louisville Elementary, overcrowding and class size is a problem today at LES. Over enrollment at both, the school-level and individual class-level, creates an undue burden on the faculty and staff while hindering the development of our students. This issue needs to be addressed and a plan implemented to deal with the problem.

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We understand there are a number of solutions that the BVSD can implement to address the over enrollment problem including: 1) temporary classrooms, 2) building expansion, 3) busing, 4) reduced programming, and 5) re-drawing school boundaries. The City Council and Planning Commission need to understand which solutions will be utilized in order to make the appropriate planning decisions for the city. Parents need to understand the proposed solutions to make informed decisions about neighborhood schools versus open enrollment versus charter schools.

This is a problem today and communicating a plan is important today. BVSD needs to inform the City of Louisville and its residents so all involved can make informed decisions about the future.

Sincerely,

Annie & Brian Harrington
141 Roosevelt Ave
Louisville 80027

Carol Hanson

From: Terri Abbott <terrer4@msn.com>
Sent: Tuesday, March 17, 2015 4:08 PM
To: City Council
Subject: Boulder County Annexation and Zoning for 245 North 96th Street
Attachments: Letter to City Council 3.17.15.docx

Please accept my apologies for not being able to attend the City Council meeting tonight and speak in person. I would like to respectfully submit the attached letter in support of the Alkonis Project.
Sincerely,
Terri Abbott
303 South Adams Drive
Louisville, CO 80027

March 17, 2015

Greetings Council,

As a past chair and member of the Louisville Housing Authority (LHA) for nearly a decade, I am writing you to respectfully encourage the Council's support of the proposed affordable housing community known as 245 North 96th Street, Louisville (also known as the Alkonis project).

In past years, we worked long and hard as board members to bring the consolidation of the authorities to fruition through a 2012 Intergovernmental Agreement. Though we had dreamed for years of providing more affordable units to our fellow residents, we recognized that as a stand-alone authority, the relatively small size of LHA's portfolio and budget was hindering our ability to expand affordable housing within Louisville. Through the collaborative partnership with the Boulder County Housing Authority, we now have the opportunity to increase our housing to the tune of 190 units of affordable housing (both Senior housing and Family housing) to support the needs of our community.

Additionally, it should be noted that the plan before you is consistent with community value statements and elements of the City of Louisville Comprehensive Plan to provide much needed affordable housing to serve seniors and families. The plan before you is strong in addressing the City of Louisville's affordable housing policy goals, which have not had a significant investment over the past 15 years. The Alkonis project provides the most meaningful opportunity to develop affordable housing in the City since the initial establishment of our housing authorities.

Now is the time to seize upon this opportunity to partner with Boulder County and meet the diverse needs of our community.

Thank you for your time and consideration.

Terri Abbott

Past Chair, Louisville Housing Authority

303 South Adams Drive

Carol Hanson

From: Susan Morris <susankmorris@gmail.com>
Sent: Tuesday, March 17, 2015 3:30 PM
To: City Council
Subject: Survey for McCaslin area

Dear City Council members and Planning Staff I have some concerns about the wording in the proposed survey for the McCaslin area.
I feel it is very important for the language to be clear so our residents know what they are truly supporting.
For example, everyone seems to have the same reaction to the term "mixed use". That being - "wow- sounds great - lets do that". But it is clear to me after decades of living in and discussing types of development in Louisville and Boulder County- many have no idea what that term truly means or implies. Very few know if it is even a real possibility in a community like ours. But the term implies we can have it all- so why not?
I found it disturbing in first meeting to the public about this corridor that many of the examples talked about and pictures shown were of NYC. Mixed use is a reality there- with 20 plus story buildings where the first floor is retail. The implications was that we could benefit the same way NYC does. That is just wrong to even imply that.
I share the concerns raised by the staff about questions 7 and 8 in their proposal. I agree that the wording, implications and assumptions need to be very clear.
I think a survey is a very useful tool in sorting out a vision for this area. But- please make it clear so when residents have the chance to voice their preferences- they know what they are saying yes or no to. A place to list comments is always a good plan.
Thank you
Susan Morris
939 West Maple Ct
Louisville, CO

DRAFT MEMORANDUM

To: Norrie Boyd, Boulder County Housing Authority

From: Andrew Knudtsen and Chris Ryerson, Economic & Planning Systems

Subject: Fiscal Impact of Boulder County Housing Authority 245 N. 96th Street Development; EPS # 143081

Date: March 16, 2015

The Economics of Land Use

This memorandum documents the fiscal impact to the City of Louisville from the proposed Boulder County Housing Authority (BCHA) development at 245 North 96th Street. Economic & Planning Systems (EPS) was retained by the BCHA to perform an analysis of the fiscal impact of the proposed mixed use development located on 13.4 acres located northwest of the intersection of South Boulder Road and North 96th Street. The proposed mixed use development has four main components, which are described below:

- The first component of the proposed development is 70 affordable for-rent, senior apartment units. The apartment units consist of one- and two-bedroom units ranging in size from 650 square feet up to 850 square feet. 49 of the units are planned as one-bedrooms, and 21 as two-bedrooms. All senior units will be income restricted to 60 percent of area median income (AMI) based on U.S. Department of Housing and Urban Development (HUD), income limits. The one-bedroom units are expected to rent for approximately $1,100 per month, and two-bedrooms for $1,300 per month. For the fiscal impact analysis, the following market values were derived based on the future rental revenue stream and construction value: one-bedrooms approximately $199,000; and two-bedrooms approximately $256,000.

- The second component of the 245 North 96th Street project is 133 affordable multifamily apartments. These apartments will range in size from 700 to 1,350 square feet, with an average of 942. The unit mix will consist of approximately 54 one-bedroom units, 51 two-bedroom units, and 28 with three bedrooms. The building configuration for these units is expected to be a mix of stacked flats and townhomes, all of which will incorporate design elements to support artists such as in-home studio space, daylighting, and high ceilings. 28 of the affordable units will be designed as live-work

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Spaces with limited commercial impacts as described below. All multifamily units will be income restricted to 60 percent AMI based on HUD income limits. Expected rents will range from $1,100 for one-bedrooms, to $1,300 for two-bedrooms, and $1,500 for three-bedroom units. Estimated market values based on these rents are $199,000 for one-bedrooms, $256,000 for two bedrooms, and $295,000 for three bedrooms. In addition, the Boulder County Housing Authority will operate a shared classroom/studio space of almost 3,500 square feet, with limited commercial impacts as described below.

- The third component of the project will consist of 20 three-bedroom market rate for-sale single family units. The market value for these units is expected to be approximately $597,000 each, based on area comparables.
- The final proposed component of the development is 10,768 square feet of market rate commercial development; envisioned as 8,900 square feet of ground floor retail and 1,868 square feet of office on a second level. These commercial square footage numbers were provided by the Boulder County Housing Authority.

The development program tested in the fiscal impact analysis is shown below in **Table 1.** The table shows the amount of commercial space and residential units as well as the estimated value of each component. The development value of the new apartments was derived using estimated rents and standard factors for vacancy and operating expenses, the market value of the single family residential units was estimated using local area comparables, and the value of the retail and office spaces was estimated using the factors in the City's comprehensive plan fiscal model. The value of the shared studio space was estimated using the office factor ($143 per square foot) as the closest proxy in the City's Comprehensive Plan model. Finally, the value of the Live/Work spaces was not calculated separately, as it is accounted for in the residential multifamily valuations.

Table 1
BCHA 245 North 96th Street Development Program

Description	Units	# BR	Sq Ft[1]	Estimated Value	Valuation Per Unit/ Sq. Ft.	Rental Rate Per Sq. Ft.
Residential						
Affordable - 60% AMI						
Multifamily Apartments						
One Bedroom	54	54	700	$8,282,324	$153,376	$1.55
Two Bedroom	51	102	980	$9,384,464	$184,009	$1.32
Three Bedroom	28	84	1,350	$5,953,385	$212,621	$1.11
Subtotal	**133**	**240**		**$23,620,173**	**$177,595**	
Multifamily Senior Apartments						
One Bedroom	49	49	650	$7,515,442	$153,376	$1.66
Two Bedroom	21	42	850	$3,864,191	$184,009	$1.53
Subtotal	**70**	**91**		**$11,379,633**	**$162,566**	
Total Affordable	**203**	**331**	**846**	**$34,999,805**	**$171,338**	**$1.47**
Market Rate For-Sale						
Single Family Units						
Three Bedroom	20	60	2,156	$11,933,400	$596,670	$277
Total / Average	**20**	**60**	**2,156**	**$11,933,400**	**$596,670**	
Total Residential[2]	**223**	**391**		**$46,933,205**		
New Commercial Development						
Office			1,868	$267,124	$143	
Retail			8,900	$1,174,800	$132	
Live/Work Units Commercial (Office/Retail)[3]			4,200	—	—	
Shared Studio/Classroom (Office)			3,488	$498,784	$143	
Subtotal			**18,456**	**$1,940,708**		

Source: BoulderCounty Housing Authority; Louisville Artist Cohousing; The Art Underground; Economic & Planning Systems

[1] Square feet listed are for the average per unit.

[2] The Residential Total numbers are weighted averages and, as such, do not match the exact sum of the individual components.

[3] The value of the Live/Work units is captured in the Multifamily values above.

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Methodology

The fiscal impact analysis evaluates the operation and capital revenues and expenditures that will be generated as a result of the proposed development. EPS has used factors from the most recent (2015) Comprehensive Plan fiscal model. The results of the impact model have been split between three categories that measure fiscal impact based on the type of revenue or expenditure. These are as follows:

- **On-going Operations Factors**– The on-going factors cover the operational costs and revenues that recur annually. Examples of revenues include property tax, intergovernmental grants, motor vehicle use tax, specific ownership tax, and sales tax. Costs reflect the funds needed for personnel and other types of on-going City operations and maintenance activities. To determine the appropriate factors, costs for City departments have been apportioned to residential and non-residential uses and then converted into per unit or per square foot factors based on the City's current model.
- **One-Time Capital Factors** – Capital costs and revenues pertain to one-time improvements or payments. Revenue sources include use tax, building permits, plan check fees, and impact fees. Costs reflect the combined value of City facilities and assets which are then apportioned to residential and non-residential uses. These values are then divided by the total number of dwelling units or total non-residential square footage.
- **On-going Capital Sales Tax** – The exception to the standard collection of one-time capital revenues is the portion of sales tax committed to capital improvements and open space. EPS has isolated these revenues, as they function like operations (which are recurring), but are dedicated for capital or open space.

Assumptions and Adjustments

This analysis builds on the comprehensive plan fiscal model, with specific adjustments to reflect the unique nature of the proposal. Adjustments to the model factors were made to better estimate the impact of the development. All assumptions used in the model are summarized in Fiscal Model Table 1 provided in the attached fiscal model Appendix. The changes or assumptions made to the fiscal model by EPS are summarized below:

- **Property Tax** –Property tax was not calculated in this model for the BCHA units as it is a tax-exempt Public Housing Authority (PHA). The Studio/Classroom space operated by the BCHA was considered tax-exempt as well. The 20 single family market rate for-sale units are expected to generate approximately $4,400 in annual property tax revenue for the city. The 10,768 square feet of commercial space is expected to generate $1,951 annually for the City.

- **Sales Tax Revenue** – Potential sales tax revenues from new residents are based on household incomes needed to support the assumed affordable unit rents and market rate mortgages as shown in Table A1 in the attached fiscal model Appendix A.

  The live/work and shared studio commercial spaces in this proposed development are not typical office or retail spaces, and adjustments were made to calculate sales tax generated by these facilities. EPS assumes that the 4,200 square feet of the Live/Work units designed as work space will function as office space approximately 80 percent of the time while 20 percent will generate retail sales. Accordingly, while the City uses a $240 per square foot

factor for retail sales, EPS estimates much lower per square foot sales ($25) for these spaces. The Shared Studio space is not expected to generate retail sales tax.

Sales tax generated by employees was also adjusted to account for the atypical nature of these commercial spaces. EPS applied the Office sales per square foot factor to the two spaces but calibrated that figure for each use; a 40 percent calibration was applied to the Live/Work Units and the Shared Studio space to account for the unique nature of those environments and to acknowledge that the employees/users of those spaces will not likely generate the same level of retail sales as a typical office employee.

An annual sales factor of $240 per square foot was used to determine point of sales tax revenues from the new retail space based on the City's Comprehensive Plan model. Point of sales tax revenues were then factored down using the 33% cannibalization factor from the Comprehensive Plan model. The model also accounts for retail purchases made by the employees of the new amount of commercial space, 10,768 square feet. (Note that the sales tax revenue dedicated to capital projects and open space has been shown separately from the rest of the recurring revenues.)

- **Impact Fees** – The impact fees that were applied to the development are based on the City's current impact fee schedule. The Multifamily impact fee was applied to 240 multifamily bedrooms and 91 senior bedrooms, and the Single Family fees were applied to the 60 bedrooms of the single family units. The development program used in the model was provided by BCHA. The City impact fee schedule for retail spaces less than 50,000 square feet was applied to the 8,900 square feet of commercial retail space. The City impact fee schedule for office space less-than-50,000 square feet was applied to the 3,500 square foot Shared Studio space and the 1,868 square feet of commercial office space. Impact fees were not calculated for the commercial portion of the Live/Work Units as the fees for those units were calculated in the residential section. The BCHA development is estimated to generate approximately $1.4 million in Impact Fees for the City.
- **Use Tax, Building Permit, Plan Check, and Trade Permit Fees –** Construction values for construction use tax and permit and plan fees were derived using the assumed market values of the development program, construction values, and tax rates from the comprehensive plan fiscal impact model, assuming that construction materials represent 50 percent of construction value. Trade permit fees are calculated as a percentage of building permit fees. The BCHA multifamily and senior housing components and the Shared Studio space are tax exempt and thus generate no construction use tax. The BCHA development is expected to generate $214,000 in permit fees, $139,000 in plan check fees, and $86,000 in trade permit fees for the City.

Fiscal Impact Summary

The BCHA development is estimated to result in approximately $220,000 in on-going annual revenue to the City and to generate approximately $349,000 on-going annual expenditures. The result is a net fiscal on-going operations balance of negative $129,000 annually, as shown in **Table 2**.

The dedicated revenues generated by taxes for capital projects and open space are shown in a separate category. This highlights the fiscal on-going operations balance mentioned above, but also acknowledges an additional positive annual fiscal impact derived from the development.

There is expected to be an annual recurring revenue stream of $52,000 from sales tax revenue that is dedicated to capital projects and open space. Accounting for this revenue stream, the effective total annual revenues to the City will be negative by $77,000.

The proposed development will have a net negative capital impact based on the model factors. The development will impose $2,500,000 upon the City in demand for new capital investments. The project is estimated to generate $1,800,000 in one-time revenue. Thus, the net fiscal balance provides a one-time capital negative impact of $700,000.

Table 2
BCHA 245 North 96th Street Fiscal Analysis Summary

Description	Net Conditions
On-Going (Operations)	
Annual Expenditures	$349,405
Annual Revenue	$220,025
Net Fiscal Balance	**($129,380)**
On-Going (Capital)	**$52,124**
On-Going (Net Revenue)	**($77,256)**
One-Time (Capital)	
One-Time Expenditures	$2,459,655
One-Time Revenue	$1,791,861
Net Fiscal Balance	**($667,795)**

Source: City of Louisville Comprehensive Plan, Economic & Planning Systems

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FISCAL MODEL

Fiscal Impact Model
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Source: Economic & Planning Systems

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BACKGROUND

Table 1
Fiscal Analysis Assumptions
Boulder County Housing Authority - 245 N. 96th Street Fiscal Impact Analysis

Assumptions

	Market Value	Appraised Value	Construction Value	Assessment Ratio	Mill Levy	Allocation of Op
Property Tax Assumptions per Sq Ft or Unit						General Governn
Mulitfamily Apartments (Affordable)	$246,660	$221,994	$177,595	0.0796	5.184	Central Charge
Multifamily Senior Apartments (Affordable)	$225,786	$203,208	$162,566	0.0796	5.184	Legislative
Single Family Units	$596,670	$537,003	$429,602	0.0796	5.184	Municipal Couri
Office	$143	N/A	$105	0.2900	5.184	City Manager
Retail	$132	N/A	$95	0.2900	5.184	City Attorney
Building Use Tax Assumptions [1]	**Commercial**	**Resid.**				City Clerk
Capital Use Tax Rate	3.000%	3.000%				Human Resour
Historical Preservation Rate [2]	0.125%	0.125%				Information Sys
Conservation Trust Rate [2]	0.375%	0.375%				Finance
Construction Value %	50%	50%				Planning
						General Governn
Sales Tax Assumptions						Police
Operating Sales Tax Rate	2.000%					Recreation & Ser
Historic Preservation Rate [2]	0.125%					Library
Capital Improvement Sales Tax Rate [3]	1.000%					Public Works
Open Space Sales Tax Rate [2]	0.375%					Land Managemei
Sales per Sq Ft	$240	Comp Plan				Developed Lan
Sales per Sq Ft - Retail Employee	$3.45	Comp Plan				
Sales per Sq Ft - Office Employee	$8.03	Comp Plan				
Cannibalization Factor for New Retail	33%	Comp Plan				Open Space

Development Revenues (all are used for Capital Improvements)		Parks &		Municipal	
Facility Impact Fees	**Library**	**Trails**	**Recreation**	**Faciltiies**	**Transportation**
Multifamily Apartments	$270	$1,516	$1,001	$344	$144
Multifamily Senior Apartments	$270	$1,516	$1,001	$344	$0
Single Family Units	$270	$1,516	$1,001	$344	$0
The Art Underground (Commercial (per SF) < 50,000 sf)	---	---	---	$0.37	$0.23

Single Family Units	6,275
Multi Family Units	1,561
Number of current Households	**7,836**
Number of Current Retail Sq Ft	1,401,281
Number of Current Industrial Sq Ft	2,380,013
Number of Current Office Sq Ft	1,608,285
Number of Current Public Sq Ft	206,691
Number of current Non-residential SqFt	**5,596,270**

Note: Shading indicates modifications from the Comprehensive Plan analysis
[1] Identical to the Comprehensive Plan assumptions
[2] The City currently collects a .375% sales and use tax that is designated for open space purchases and a .125% sales and use tax that is designated for historic preservation. These revenues cannot be used for
[3] By ordinance, 1/3 of the City's regular 3.000% sales and use tax rate is to be used for capital improvements and is deposited into the City's Capital Projects Fund. This revenue cannot ve used for other purpose:
Source: City of Louisville; Economic & Planning Systems
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Table 2
Baseline Fiscal Conditions - Cost Factors
Boulder County Housing Authority - 245 N. 96th Street Fiscal Impact Analysis

On-Going Costs	Total Annual Operating Costs	Residential: Residential Allocation	Residential: Operating Costs per HH Unit	Non-Residential Allocation	Operating Costs per SqFt	Non-Resident Retail Costs p Sq Ft
General Government	$3,939,441	$2,337,429	$298.29	$1,602,012	$0.30	$0.
Police	$4,955,430	$3,221,030	$411.06	$1,734,401	$0.32	$0.
Parks and Recreation & Sr Services	$3,078,340	$3,078,340	$392.85	$0	$0.00	$0.
Library	$1,768,300	$1,768,300	$225.66	$0	$0.00	$0.
Public Works	$2,161,600	$1,296,960	$165.51	$864,640	$0.16	$0.
Total Operating Cost per DU			**$1,493**			
Total Operating Cost per SqFt					**$0.78**	**$1.**

Capital Costs	Estimated Current Value	Residential: Residential Allocation	Residential: Capital Costs per HH Unit	Non-Residential Allocation	Operating Costs per SqFt	Non-Resident Retail Costs p Sq Ft
General Government	$2,927,400	$1,736,944	$221.66	$1,190,456	$0.22	$0.
Police	$3,725,000	$2,421,250	$308.99	$1,303,750	$0.24	$0.
Public Works	$1,280,000	$768,000	$98.01	$512,000	$0.09	$0.
Parks and Recreation & Sr Services	$61,650,000	$61,650,000	$7,867.53	$0	$0.00	$0.
Library	$8,976,260	$8,976,260	$1,145.52	$0	$0.00	$0.
Transportation						
Single-Family	---	---	$1,573.86	---	---	
Multi-Family	---	---	$956.66	---	---	
Commercial	---	---	---	---	$3.97	$8.
Total Capital Costs per DU						
Single-Family	---	---	**$11,216**	---	---	
Attached	---	---	**$11,216**	---	---	
Multi-Family	---	---	**$10,598**	---	---	
Total Capital Costs per SqFt						
Commercial	---	---	---	---	---	**$9.**

Source: City of Louisville; Economic & Planning Systems
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Table 3
Baseline Fiscal Conditions - Revenue Factors
Boulder County Housing Authority - 245 N. 96th Street Fiscal Impact Analysis

	Residential Per Unit			Commercial Per Sq. Ft.			
	Multifamily Apartments	Multifamily Senior Apartments	Single Family Units	Office	Retail	Live/Work Units	Shared Studio
On-going Revenues							
Property Tax	$0	$0	$222	$0.19	$0.18	$0.00	$0.00
Other Taxes	$334	$334	$334	$0.06	$0.06	$0.06	$0.06
Fines and Fees	$265	$265	$265	$0.09	$0.09	$0.09	$0.09
Sales Tax							
Operation (2%) - Retail Sales	$190	$174	$414	$0.00	$3.22	$0.34	$0.00
Operation (2%) - Employee Sales	$0	$0	$0	$0.16	$0.07	$0.06	$0.06
Sales Tax Subtotal	**$190**	**$174**	**$414**	**$0.16**	**$3.28**	**$0.40**	**$0.06**
Total On-going Revenues	**$790**	**$774**	**$1,235**	**$0.50**	**$3.61**	**$0.55**	**$0.21**
On-going Capital Revenues							
Capital Imp. (1%)	$95	$87	$207	$0.00	$1.61	$0.17	$0.00
Open Space (.375%)	$36	$33	$78	$0.00	$0.60	$0.06	$0.00
Total On-going Cap. Rev.	**$131**	**$120**	**$284**	**$0.00**	**$2.21**	**$0.23**	**$0.00**
One-time Revenues							
Use Tax	$0	$0	$6,444	$1.58	$1.43	$0.00	$0.00
Building Permits	$725	$679	$2,978	$1.49	$0.60	---	$0.74
Trade Permit Fees	$290	$272	$1,191	$0.60	$0.24	$0.00	$0.30
Plan Check Fees	$472	$441	$1,935	$0.97	$0.39	$0.00	$0.48
Impact Fees							
Parks & Trails Fee	$2,736	$1,971	$2,664	---	---	---	---
Rec. Fee	$1,806	$1,301	$1,759	---	---	---	---
Library Fee	$487	$351	$475	---	---	---	---
Municipal Facilities Fee	$621	$447	$604	$0.37	$0.27	---	$0.37
Transp. Fee	$260	$187	$225	$0.23	$0.43	---	$0.23
Total One-time Revenues	**$7,397**	**$5,649**	**$18,275**	**$5.23**	**$3.36**	**$0.00**	**$2.13**

Source: City of Louisville Comprehensive Plan, Economic & Planning Systems

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Table 4
Proposed Development Program
Boulder County Housing Authority - 245 N. 96th Street Fiscal Impact Analysis

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Subtotal	**133**	**240**		**$23,620,173**	**$177,595**	
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Market Rate For-Sale						
Single Family Units						
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Total / Average	**20**	**60**	**2,156**	**$11,933,400**	**$596,670**	
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Shared Studio/Classroom (Office)			3,488	$498,784	$143	
Subtotal			**18,456**	**$1,940,708**		

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Table 5
Operations/On-Going Fiscal Analysis
Boulder County Housing Authority - 245 N. 96th Street Fiscal Impact Analysis

	Multifamily Apartments		Multifamily Senior Apartments		Single Family Units		Office		Retail		Live/Work Units	
Proposed Development	Per Unit	Subtotal	Per Unit	Subtotal	Per Unit	Subtotal	Per Sq. Ft.	Subtotal	Per Sq. Ft.	Subtotal	Per Sq. Ft.	Sub
Total New		133		70		20		1,868		8,900		
On-Going Revenues (Operations)												
Property Tax	$0	$0	$0	$0	$222	$4,432	$0.19	$361	$0.18	$1,590	$0.00	
Other Taxes	$334	$44,479	$334	$23,410	$334	$6,689	$0.06	$118	$0.06	$564	$0.06	
Fines and Fees	$265	$35,247	$265	$18,551	$265	$5,300	$0.09	$159	$0.09	$758	$0.09	
Sales Tax												
Operation (2%) - Retail Sales	$190	$25,316	$174	$12,197	$414	$8,275	$0.00	$0	$3.22	$28,622	$0.34	$
Operation (2%) - Employee Sales	$0	$0	$0	$0	$0	$0	$0.16	$300	$0.07	$614	$0.06	
Total Annual Revenue	**$790**	**$105,042**	**$774**	**$54,158**	**$1,235**	**$24,696**	**$0.50**	**$939**	**$3.61**	**$32,148**	**$0.55**	**$**
On-Going Revenues (Capital)												
Capital Imp. (1%)	$95	$12,658	$87	$6,098	$207	$4,137	$0.00	$0	$1.61	$14,311	$0.17	
Open Space (.375%)[1]	$36	$4,747	$33	$2,287	$78	$1,552	$0.00	$0	$0.60	$5,367	$0.06	
Total On-going Cap. Rev.	**$131**	**$17,405**	**$120**	**$8,385**	**$284**	**$5,689**	**$0.00**	**$0**	**$2.21**	**$19,678**	**$0.23**	
On-Going Expenditures (Operations)[2]												
General Government	$298	$39,673	$298	$20,881	$298	$5,966	$0.27	$501	$0.35	$3,082	$0.00	
Police	$411	$54,670	$411	$28,774	$411	$8,221	$0.15	$288	$0.88	$7,868	$0.00	
Parks and Recreation & Sr Services	$393	$52,248	$393	$27,499	$393	$7,857	$0.00	$0	$0.00	$0	$0.00	
Library	$226	$30,013	$226	$15,796	$226	$4,513	$0.00	$0	$0.00	$0	$0.00	
Pub. Wks/Trans.	$166	$22,013	$166	$11,586	$166	$3,310	$0.34	$628	$0.15	$1,373	$0.00	
Total	**$1,493**	**$198,618**	**$1,493**	**$104,536**	**$1,493**	**$29,867**	**$0.78**	**$1,416**	**$1.38**	**$12,323**	**$0.00**	
Annual Net Fiscal Balance	**($704)**	**($93,576)**	**($720)**	**($50,378)**	**($259)**	**($5,172)**	**($0.28)**	**($477)**	**$2.23**	**$19,825**	**$0.55**	**$2**

Source: City of Louisville Comprehensive Plan, Economic & Planning Systems

[1] A portion of Open Space can be used for operations

[2] Expenditures for the Live/Work units are captured in the residential Multifamily section.

Table 6
Capital/One-time Fiscal Analysis
Boulder County Housing Authority - 245 N. 96th Street Fiscal Impact Analysis

	Per Unit			Per Sq. Ft.				Subtotals			
Proposed Development	**Multifamily Apartments**	**Multifamily Senior Apartments**	**Single Family Units**	**Office**	**Retail**	**Live/ Work Units**	**Shared Studio**	**Multifamily Apartments**	**Multifamily Senior Apartments**	**Single Family Units**	**Offic**
Total								133	70	20	1,86
One-time Revenues											
Use Tax	$0	$0	$6,444	$1.58	$1.43	$0.00	$0.00	$0	$0	$128,881	$2,94
Building Permits [1]	$725	$679	$2,978	$1.49	$0.60	$0.00	$0.74	$96,481	$47,519	$59,552	$2,78
Trade Permit Fees	$290	$272	$1,191	$0.60	$0.24	$0.00	$0.30	$38,592	$19,007	$23,821	$1,11
Plan Check Fees	$472	$441	$1,935	$0.97	$0.39	$0.00	$0.48	$62,712	$30,887	$38,709	$1,81
Impact Fees											
Parks & Trails Fee	$2,736	$1,971	$2,664	---	---	---	---	$363,840	$137,956	$53,280	--
Rec. Fee	$1,806	$1,301	$1,759	---	---	---	---	$240,240	$91,091	$35,180	--
Library Fee	$487	$351	$475	---	---	---	---	$64,800	$24,570	$9,500	--
Municipal Facilities Fee	$621	$447	$604	$0.37	$0.27	---	$0.37	$82,560	$31,304	$12,080	$69
Transp. Fee	$260	$187	$225	$0.23	$0.43	---	$0.23	$34,560	$13,104	$4,500	$43
Total One-Time Revenues	**$7,397**	**$5,649**	**$18,275**	**$5.23**	**$3.36**	**$0.00**	**$2.13**	**$983,785**	**$395,438**	**$365,503**	**$9,77**
One-time Expenditures[2]											
General Government	$222	$222	$222	$0.20	$0.26	$0.00	$0.20	$29,481	$15,516	$4,433	$37
Police	$309	$309	$309	$0.12	$0.66	$0.00	$0.12	$41,096	$21,629	$6,180	$21
Public Works	$98	$98	$98	$0.20	$0.09	$0.00	$0.20	$13,035	$6,861	$1,960	$37
Parks and Recreation & Sr Services	$7,868	$7,868	$7,868	$0.00	$0.00	$0.00	$0.00	$1,046,382	$550,727	$157,351	$
Library	$1,146	$1,146	$1,146	$0.00	$0.00	$0.00	$0.00	$152,354	$80,186	$22,910	$
Transportation	$957	$957	$957	$3.97	$8.66	$0.00	$0.00	$127,236	$66,966	$19,133	$7,40
Total One-Time Expenditures	**$10,598**	**$10,598**	**$10,598**	**$4.48**	**$9.67**	**$0.00**	**$0.51**	**$1,409,583**	**$741,886**	**$211,967**	**$8,36**
Net Fiscal Balance	**($3,201)**	**($4,949)**	**$7,677**	**$0.75**	**($6.30)**	**$0.00**	**$1.61**	**($425,798)**	**($346,448)**	**$153,535**	**$1,404**

Source: City of Louisville Comprehensive Plan, Economic & Planning Systems

[1] Does not include Water or Sewer Tap Fees

[2] Expenditures for the Live/Work units are captured in the Residential Multifamily section.

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Table 7
Fiscal Analysis Summary
Boulder County Housing Authority - 245 N. 96th Street Fiscal Impact Analysis

Description	Net Conditions
On-Going (Operations)	
Annual Expenditures	$349,405
Annual Revenue	$220,025
Net Fiscal Balance	**($129,380)**
On-Going (Capital)	**$52,124**
On-Going (Net Revenue)	**($77,256)**
One-Time (Capital)	
One-Time Expenditures	$2,459,655
One-Time Revenue	$1,791,861
Net Fiscal Balance	**($667,795)**

Source: City of Louisville Comprehensive Plan, Economic & Planning Systems

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APPENDIX

Table A1
Boulder County HUD Income Limits, 2014
Boulder County Housing Authority - 245 N. 96th Street Fiscal Impact Analysis

Program	1 Person		2 Person		3 Person		4 Person		5
AMI	Low	High	Low	High	Low	High	Low	High	Low
30%	$0	$20,200	$20,201	$23,100	$23,101	$26,000	$26,001	$28,850	$28,85
50%	$0	$33,650	$33,651	$38,450	$38,451	$43,250	$43,251	$48,050	$48,05
60%	**$0**	**$40,380**	**$40,381**	**$46,140**	**$46,141**	**$51,900**	**$51,901**	**$57,660**	**$57,66**
80%	$0	$44,750	$44,751	$51,150	$51,151	$57,550	$57,551	$63,900	$63,90

Source: HUD; Economic & Planning Systems

H:\143081-Louisville BCHA Alkonis Neighborhood Fiscal\Models\[143081-BCHA_245 N 96th Street Fiscal_03-16-2015.xlsx]HUD Income Limits

AMI	Assuming tenants cannot pay more than		30%	of their income as rent.				
30%	$505	$505	$578	$578	$650	$650	$721	$72
50%	$841	$841	$961	$961	$1,081	$1,081	$1,201	$1,20
60%	**$1,010**	**$1,010**	**$1,154**	**$1,154**	**$1,298**	**$1,298**	**$1,442**	**$1,44**

Table A2
Boulder County Rents at 60% AMI
Boulder County Housing Authority - 245 N. 96th Street Fiscal Impact Analysis

AMI	1 Bedroom	2 Bedrooms	3 Bedrooms
30%	$541	$650	$751
50%	$901	$1,081	$1,249
60%	$1,082	$1,298	$1,499

Source: U.S. Department of Housing and Urban Development; Economic & Planning Systems
H:\143081-Louisville BCHA Alkonis Neighborhood Fiscal\Models\[143081-BCHA_245 N 96th Street Fiscal_03-16-2015.xlsx]Rents at 60 AMI

Table A3
Valuation of For-Rent Apartment Units
Boulder County Housing Authority - 245 N. 96th Street Fiscal Impact Analysis

		Multifamily Apartments				Multifamily Senior A	
	Factor	One Bedroom	Two Bedroom	Three Bedroom	Multifamily Average	One Bedroom	Two Bedroom
Program							
Unit Mix		54	51	28	**133**	49	21
Size		700	980	1,350	**944**	650	850
Rent at 60% AMI		$1,082	$1,298	$1,499	**$1,252**	$1,082	$1,298
Annual Income[1]		$43,260	$51,900	$59,970	**$50,091**	$43,260	$51,900
Rent per Sq. Ft.		$1.55	$1.32	$1.11	**$1.37**	$1.66	$1.53
Revenue							
Monthly Revenue		$58,401	$66,173	$41,979	**$171,892**	$52,994	$27,248
Annual Income	12	$700,812	$794,070	$503,748	**$2,062,705**	$635,922	$326,970
VCL	5%	$35,041	$39,704	$25,187	**$103,135**	$31,796	$16,349
Operating Expenses	30%	$210,244	$238,221	$151,124	**$618,812**	$190,777	$98,091
NOI		$455,528	$516,146	$327,436	**$1,340,759**	$413,349	$212,531
Valuation							
Value	**5.50%**	**$8,282,324**	**$9,384,464**	**$5,953,385**	**$24,377,428**	**$7,515,442**	**$3,864,191**
Value per Unit		$153,376	$184,009	$212,621	**$183,289**	$153,376	$184,009
Rent Per Month		$1,082	$1,298	$1,499	**$1,292**	$1,082	$1,298

Source: BCHA; U.S. HUD; Denver Metro Apartment Vacancy & Rent Survey; Economic & Planning Systems

[1] Annual incomes are based on HUD income limits for 60 percent AMI as shown in Table A1. Income for one bedroom units is an average of HUD income lin person households. Income for three bedroom multifamily units is an average of HUD income limits for four and five person households.

Note: The Multifamily and Senior Multifamily Total numbers are weighted averages and, as such, do not match the exact sum of the individual components.

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Table A4
On-Site Household Income and Sale Tax Generated per Unit
Boulder County Housing Authority - 245 N. 96th Street Fiscal Impact Analysis

	Affordable			Market Rate	
	Factor	Multifamily Apartments	Multifamily Senior Apartments	Factor	Single Family Units
HH Income					
Units		133	70		20
Monthly Payment [1]		---	---		$2,722
Insurance		---	---	10%	$272.20
Total Monthly Exp.		---	---		$2,994
Total Ann. Exp.		---	---	12	$35,931
Total Income [2]		$50,091	$45,852	33%	$108,881
% on Retail		38%	38%		38%
% Spent Locally		50%	50%		50%
Retail Sales		**$9,517**	**$8,712**		**$20,687**
City Sales Tax Revenue					
Operating Sales Tax	2.000%	$190	$174	2.000%	$414
Capital Imp. Sales Tax	1.000%	$95	$87	1.000%	$207
Open Space Sales Tax	0.375%	$36	$33	0.375%	$78
Total	**3.375%**	**$321**	**$294**	**3.375%**	**$698**
Average Household Income		**$50,091**	**$45,852**		**$108,881**
Comprehensive Plan HH Income		$81,015	$81,016		$81,017
Differential		62%	57%		134%
Sales Tax per Household [3]		$321	$294		$698

Source: City of Louisville; Economic & Planning Systems

[1] Monthly payment for Artist Cohousing Townhomes is calculated based on a typical mortgage payment with 20 percent down, 4.5 percent interest, and property tax at 85.187 mills.

[2] Total Income for multifamily and multifamily senior apartments are averages for each housing type, calculated in Table A3 based on estimated rents at 60 percent AMI.

[3] Based on Comprehensive Plan, assuming 38% of household income spent on retail and 50% local capture. Sales Tax revenue is allocated to operations (2%) and capital and open space (1.375%)

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Table A5
Point of Sale Retail Sales Tax Revenue Calculation
Boulder County Housing Authority - 245 N. 96th Street Fiscal Impact Analysis

	Factor/Unit	Retail	Live/Work Units[1]
The Art Underground Facility	Sq. Ft.	**8,900**	**4,200**
Retail Sales Factor	Per Sq. Ft.	$240	$25
Annual Retail Sales		$2,136,000	$105,000
Cannibalization		33%	33%
Retail Sales		($704,880)	($34,650)
Net Annual Revenue		**$1,431,120**	**$70,350**
City Sales Tax Revenue			
Operating Sales Tax	2.000%	$28,622	$1,407
Capital Imp. Sales Tax	1.000%	$14,311	$704
Open Space Sales Tax	0.375%	$5,367	$264
Total	**3.375%**	**$48,300**	**$2,374**
City Sales Tax Factors			
Operating Sales Tax		$3.22	$0.34
Capital Imp. Sales Tax		$1.61	$0.17
Open Space Sales Tax		$0.60	$0.06
Sales Tax Total		**$5.43**	**$0.57**

Source: The Art Underground; City of Louisville, Economic & Planning Systems

[1] Live/Work commercial space is calculated assuming 28 units each with 150 square feet of studio space. The retail sales factor for the Live/Work units was revised down from $240 per square foot to $25 per square foot to account for the limited nature of retail sales in this context.

Note: The 3,488 square foot Shared Studio/Classroom space is assumed to be utilized in a manner consistent with office space, and thus no point-of-sale tax is calculated.

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Table A6
Retail Sales from Employees
Boulder County Housing Authority - 245 N. 96th Street Fiscal Impact Analysis

Sales Tax	Factor	Office	Retail	Live/Work Units	Shared Studios
Total Sales					
Net New Square Footage		1,868	8,900	4,200	3,488
Sales Per Sq. Ft.		$8.03	$3.45	$8.03	$8.03
Calibration		100%	100%	40%	40%
Revised Sales Per Sq. Ft.		$8.03	$3.45	$3.21	$3.21
Annual Sales		**$15,008**	**$30,699**	**$13,498**	**$11,210**
City Sales Tax Revenue					
Operating Sales Tax	2.00%	$300	$614	$270	$224
Capital Imp. Sales Tax	1.00%	$150	$307	$135	$112
Open Space Sales Tax	0.38%	$56	$115	$51	$42
Total	**3.38%**	**$507**	**$1,036**	**$456**	**$378**
Per Square Foot Factors					
Operating Sales Tax		$0.16	$0.07	$0.06	$0.06
Capital Imp. Sales Tax		$0.08	$0.03	$0.03	$0.03
Open Space Sales Tax		$0.03	$0.01	$0.01	$0.01
Total		**$0.27**	**$0.12**	**$0.11**	**$0.11**

Source: City of Louisville, Economic & Planning Systems

Note: Retail sales per square foot factors for employee-generated sales for the Live/Work units and the Shared Studios were calibrated to account for these uses not being typical "office" settings.

H:\143081-Louisville BCHA Alkonis Neighborhood Fiscal\Models\[143081-BCHA_245 N 96th Street Fiscal_03-16-2015.xlsx]Model

Table A7
Proposed Development Property Tax Revenue Calculation
Boulder County Housing Authority - 245 N. 96th Street Fiscal Impact Analysis

	Market Value	Appraised Value	Assess Ratio	Assessed Value	Mill Levy[1]	Property Tax Proceeds
Residential						
Multifamily Apartments[2]	$23,620,173	$21,258,155	0.00%	$0	0	$(
Multifamily Senior Apartments[2]	$11,379,633	$10,241,669	0.00%	$0	0	$(
Single Family Units	$11,933,400	$10,740,060	7.96%	$854,909	5.184	$4,43
Subtotal	**$46,933,205**	**$42,239,885**		**$854,909**		**$4,43**
Commercial						
Office	$267,124	$240,412	29.00%	$69,719	5.184	$36
Retail	$1,174,800	$1,057,320	29.00%	$306,623	5.184	$1,59(
Live/Work Units[3]	$0	$0	0.00%	$0	0	$(
Shared Studio[4]	$498,784	$448,906	0.00%	$0	0	$(
Subtotal	**$1,940,708**	**$1,746,637**		**$376,342**		**$1,95**
Total	**$48,873,913**	**$43,986,522**		**$1,231,251**		**$6,38**

Source: City of Lousiville; Economic & Planning Systems

[1] Note: This mill levy is only for the City of Louisville General Fund and does not include the additional 1.526 mills levied by the City for bond maintena

[2] Note: As a Public Housing Authority (PHA), the BHCA multifamily and senior apartment units are not subject to property tax.

[3] Note: The value of the Live/Work units is captured in the Multifamily values above. The Boulder County Assessor has indicated that the 4,200 square f space in the Artist Cohousing Live/Work units would likely be considered as home offices, and thus assessed at a residential rate (already captured abc residential section).

[4] Note: The Shared Studio/Classroom is operated by Boulder County Housing Authority, a tax-exempt entity, and as such, pays no property tax.

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Table A8
Estimated Construction Use Tax
Boulder County Housing Authority - 245 N. 96th Street Fiscal Impact Analysis

Development Program	Units / Sq. Ft.	Construction Value	Materials Cost[1]	Tax Rate[2]	Total Est. Use Tax	Per Ui Sq.
Residential						
Multifamily Apartments[3]	133	$23,620,173	$11,810,086	0.00%	$0	
Multifamily Senior Apartments[3]	70	$11,379,633	$5,689,816	0.00%	$0	
Single Family Units	20	$8,592,048	$4,296,024	3.00%	$128,881	$6,·
Subtotal	**223**	**$43,591,853**	**$21,795,927**		**$128,881**	
Commercial						
Office	1,868	$196,140	$98,070	3.00%	$2,942	$1
Retail	8,900	$845,500	$422,750	3.00%	$12,683	$1
Live/Work Units[4]	4,200	$0	$0	0.00%	$0	$C
Shared Studio[5]	3,488	$366,240	$183,120	0.00%	$0	$C
Subtotal	**18,456**	**$1,407,880**	**$703,940**		**$15,625**	
Total		**$44,999,733**	**$22,499,867**		**$144,505**	

[1] Assumes construction materials represent 50 percent of construction value.

[2] Only includes the General Fund portion of the use tax rate.

[3] BCHA is a tax-exempt organization and therefore not subject to contruction use tax.

[4] Note: Construction use tax for the Live/Work units is captured in the residential Multifamily section above.

[5] Note: The Shared Studio/Classroom is operated by Boulder County Housing Authority, a tax-exempt entity, and as such, pays no property tax.

Source: City of Louisville; Economic & Planning Systems

H:\143081-Louisville BCHA Alkonis Neighborhood Fiscal\Models\[143081-BCHA_245 N 96th Street Fiscal_03-16-2015.xlsx]Const. Use Tax Res.

Table A9
Building Permits & Plan Check Fee Calculation
Boulder County Housing Authority - 245 N. 96th Street Fiscal Impact Analysis

	Construction Value	Base Fee	Graduated Fee	Permit Fee	Plan Check Fee
Residential					
Multifamily Apartments	$23,620,173			$96,481	$62,712
Per Unit	$177,595	$6,000	$4	$725	$472
Multifamily Senior Apartments	$11,379,633			$47,519	$30,887
Per Unit	$162,566	$6,000	$4	$679	$441
Single Family Units	$8,592,048			$59,552	$38,709
Per Unit	$429,602	$1,000	$6	$2,978	$1,935
Residential Total	**$43,591,853**			**$203,552**	**$132,308**
Commercial					
Office	$196,140	$6,000	$4	$2,785	$1,810
Per Sq. Ft.				$1.49	$0.97
Retail	$845,500	$6,000	$4	$5,382	$3,498
Per Sq. Ft.				$0.60	$0.39
Live/Work Units[1]	$0	---	---	---	$0
Per Sq. Ft.				---	$0.00
Shared Studio	$366,240	$1,000	$6	$2,597	$1,688
Per Sq. Ft.				$0.74	$0.48
Commercial Total	**$1,407,880**			**$10,764**	**$6,997**
Total	**$44,999,733**			**$214,316**	**$139,305**

Source: City of Louisville; Economic & Planning Systems

[1] Building Permit and Plan Check fees for the Live/Work units are captured in the residential Multifamily section above.

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Table A10
New Impact Fee Schedule
Boulder County Housing Authority - 245 N. 96th Street Fiscal Impact Analysis

Description	Size Bedrooms/ Sq. Ft.	Parks & Trails	Rec. Facilities	Library	Municipal Facilities	Transportatio
Residential						
Single Family	3	$2,664	$1,759	$475	$604	$22
Multifamily		$1,516	$1,001	$270	$344	$14
Nonresidential						
Retail	< 50,000	N/A	N/A	N/A	$0.27	$0.4
Office	< 50,000	N/A	N/A	N/A	$0.37	$0.2

Source: City of Louisville; Economic & Planning Sytems

H:\143081-Louisville BCHA Alkonis Neighborhood Fiscal\Models\[143081-BCHA_245 N 96th Street Fiscal_03-16-2015.xlsx]New Impact Fee

Development Program	Units / Sq. Ft.	# Bedrooms	Parks & Trails	Rec. Facilities	Library	Municipal Facilities	Transportatio
Residential							
Multifamily Apartments	133	240	$363,840	$240,240	$64,800	$82,560	$34,56
Per Unit			$2,736	$1,806	$487	$621	$26
Multifamily Senior Apartments	70	91	$137,956	$91,091	$24,570	$31,304	$13,10
Per Unit			$1,971	$1,301	$351	$447	$18
Single Family Units	20	60	$159,840	$105,540	$28,500	$36,240	$13,50
Per Unit (3 bedrooms)			$2,664	$1,759	$475	$604	$22
Commercial							
Office	1,868		N/A	N/A	N/A	$691	$43
Per Square Foot			---	---	---	$0.37	$0.2
Retail	8,900		N/A	N/A	N/A	$2,403	$3,82
Per Square Foot			---	---	---	$0.27	$0.4
Live/Work Units[1]	4,200		---	---	---	---	--
Per Square Foot			---	---	---	---	--
Shared Studio	3,488		N/A	N/A	N/A	$1,291	$80
Per Square Foot			---	---	---	$0.37	$0.2
Total			$661,636	$436,871	$117,870	$154,489	$66,22

Source: City of Louisville; Economic & Planning Systems

[1] Impact fees for the Live/Work units are captured in the Townhomes-Artist Cohousing section above.

H:\143081-Louisville BCHA Alkonis Neighborhood Fiscal\Models\[143081-BCHA_245 N 96th Street Fiscal_03-16-2015.xlsx]New Impact Fee

Table A11
Trade Permit Fees
Boulder County Housing Authority - 245 N. 96th Street Fiscal Impact Analysis

Development Program	# Units / Sq. Ft.	Factor	Trade #1 20%	Trade # 2 10%	Trade # 3 10%	Total
Residential						
Multifamily Apartments	133	$96,481	**$19,296**	**$9,648**	**$9,648**	**$38,592**
Per Unit			$145	$73	$73	$290
Multifamily Senior Apartments	70	$47,519	**$9,504**	**$4,752**	**$4,752**	**$19,007**
Per Unit			$136	$68	$68	$272
Single Family Units	20	$59,552	**$11,910**	**$5,955**	**$5,955**	**$23,821**
Per Unit			$596	$298	$298	$1,191
Commercial						
Office	1,868	$2,785	**$557**	**$278**	**$278**	**$1,114**
Per Sq. Foot			$0.30	$0.15	$0.15	$0.60
Retail	8,900	$5,382	**$1,076**	**$538**	**$538**	**$2,153**
Per Sq. Foot			$0.12	$0.06	$0.06	$0.24
Live/Work Units[1]	4,200	---	**---**	**---**	**---**	**$0**
Per Square Foot			---	---	---	$0.00
Shared Studio	3,488	$2,597	**$519**	**$260**	**$260**	**$1,039**
Per Square Foot			$0.15	$0.07	$0.07	$0.30
Total			**$42,863**	**$21,432**	**$21,432**	**$85,726**

Source: City of Louisville; Economic & Planning Systems

Note: Trade Permit Fees are calculated as a percentage of the Building permit fee.

[1] Trade permit fees for the Live/Work units are captured in the residential Multifamily section above.

H:\143081-Louisville BCHA Alkonis Neighborhood Fiscal\Models\[143081-BCHA_245 N 96th Street Fiscal_03-16-2015.xlsx]Trade Perrmit Fees

Table A12
Other General Revenue Sources
Boulder County Housing Authority - 245 N. 96th Street Fiscal Impact Analysis

	Residential					Non-Residenti	
General Revenue	Annual Revenue	Residential Allocation	Rev Per Unit	Retail Allocation	Rev Per Sq Ft	Industrial Allocation	Rev I
Other Taxes							
Franchise Tax	$1,133,300	$679,980	$86.78	$90,664	$0.06	$283,325	
Motor Vehicle Use Tax	$1,062,260	$1,062,260	$135.56	$0	$0.00	$0	
Specific Ownership Tax	$165,030	$165,030	$21.06	$0	$0.00	$0	
Penalties & Interest on Taxes	$63,750	$15,938	$2.03	$15,938	$0.01	$15,938	
Highway Users Tax	$592,230	$592,230	$75.58	$0	$0.00	$0	
Cigarette Tax & Marijuana Tax	$99,590	$0	$0.00	$99,590	$0.07	$0	
Mineral Lease & Severance Tax	$18,690	$18,690	$2.39	$0	$0.00	$0	
Motor Vehicle Registration Tax	$68,030	$68,030	$8.68	$0		$0	
County Road and Bridge Tax	$41,000	$18,450	$2.35	$6,560	$0.00	$9,430	
Other Taxes Subtotal	**$3,243,880**	**$2,620,608**	**$334**	**$212,752**	**$0.15**	**$308,693**	
Fines and Fees							
Business License	$60,500	$6,050	0.77	$24,200	$0.02	$12,100	
Contractors License	$75,680	$18,920	2.41	$18,920	$0.01	$18,920	
Miscellaneous Licenses & Permits	$28,600	$28,600	3.65	$0	$0.00	$0	
Minor Permits	$190,900	$47,725	6.09	$47,725	$0.03	$47,725	
Recreation Fees & Charges	$1,818,600	$1,818,600	232.08	$0	$0.00	$0	
Miscellaneous Fees & Charges	$86,000	$43,000	5.49	$14,333	$0.01	$14,333	
Fines & Forfeitures	$227,470	$113,735	14.51	$37,912	$0.03	$37,912	
Fines and Fees Subtotal	**$2,487,750**	**$2,076,630**	**$265**	**$143,090**	**$0.10**	**$130,990**	
Total General Revenue	**$5,731,630**	**$4,697,238**	**$599**	**$355,842**	**$0.25**	**$439,683**	

Note: Lodging Tax revenue are not included; Construction Permit revenue is estimated separately

Source: City of Louisville, Economic & Planning Systems

H:\143081-Louisville BCHA Alkonis Neighborhood Fiscal\Models\[143081-BCHA_245 N 96th Street Fiscal_03-16-2015.xlsx]General Revenue

RESOLUTION NO. 14
SERIES 2015

A RESOLUTION APPROVING A FINAL SUBDIVISION PLAT, SPECIAL REVIEW USE (SRU) AND A FINAL PLANNED UNIT DEVELOPMENT (PUD) TO DEVELOP PHASE 2 OF A REDEVELOPMENT PROJECT WITHIN THE CORE PROJECT AREA OF THE HWY 42 FRAMEWORK PLAN. THE PROJECT INCLUDES A DIVERSITY OF HOUSING PRODUCTS, CIVIC SPACES, URBAN PLAZAS, STREETSCAPES AND COMMERCIAL OPPORTUNITIES

WHEREAS, there has been submitted to the Louisville City Council an application for approval of a final subdivision plat, special review use (SRU) and a final planned unit development (PUD) to develop phase 2 of a redevelopment project within the core project area of the HWY 42 framework plan. The project includes a diversity of housing products, civic spaces, urban plazas, streetscapes and commercial opportunities, formally known as DELO; and

WHEREAS, the subject property is in the Highway 42 Revitalization Area; and

WHEREAS, the ground floor residential along Cannon Street requires a special review use permit and staff has found the request with conditions meets the five criteria established in Section 17.40.100 in the LMC; and

WHEREAS, the City Staff has reviewed the information submitted and found it to comply with the LMC Sec. 16.12.030, Sec. 17.14.090, Sec. 17.28.170; and Sec. 17.40.100; and ~~.~~

WHEREAS, after a duly noticed public hearing on March 17, 2015, where evidence and testimony were entered into the record, including the findings in the Louisville Planning Commission Staff Report dated March 17, 2015, the City of Louisville Planning Commission approved a resolution to forward a recommendation of approval, with the following conditions, to the City Council;

1. The applicant shall continue to work with the City on the specifics of the maintenance of open space and ~~-~~roadways. Final details will be included in the submittal packet prior to City Council.
2. If an offsite solution cannot be found, staff requires the detention basin and public gathering space, as depicted in DELO Phase 1 and 1A, be located in Outlot B, Outlot C and within the E. Lafayette Street right of way. The basin should be designed to provide stairs, stepping down from Cannon Street through the proposed retaining walls, to make this space more publically interactive. The stairs should be a minimum width of 50 feet along Canon Street, or a mutually support design alternative that is open and accessible.
3. Should a regional offsite detention basin be created to detain the drainage of the Highway 42 development (including DELO Phase 1/1A and Phase 2), staff requires the applicant reinstate the plans for Nawatny Greenway as depicted in DELO Phase 2 PUD.

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4. The applicant shall comply with the PUD/Plat comments listed in the Public Works memo dated February 5, 2015 prior to City Council, and

WHEREAS, City Council has reviewed the application, including the recommendation of the Planning Commission and finds that said final plat, special review use, and final PUD development plan should be approved, subject to the~~four~~ conditions listed below; ~~.~~

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Louisville, Colorado, based on the evidence and testimony presented at the hearing~~s~~, does hereby approv~~al of~~e a final subdivision plat, special review use (SRU) and a final planned unit development (PUD) to develop phase 2 of a redevelopment project within the core project area of the HWY 42 framework plan. The project includes a diversity of housing products, civic spaces, urban plazas, streetscapes and commercial opportunities, formally known as DELO, with the following conditions:

1. The applicant shall continue to work with ~~the~~ City staff to clarify the PUD and plat notes regarding~~on~~ the Developer/Successor HOA's obligations for ~~specifics of~~ the maintenance of open space and roadways. Final details regarding maintenance obligations will be included in the Subdivision Improvement Agreement~~submittal packet prior to City Council~~.

2. If an offsite solution cannot be found, ~~staff requires~~ the detention basin and public gathering space, as depicted in DELO Phase 1 and 1A, shall be located in Outlot B, Outlot C and within the E. Lafayette Street right of way. The basin should be designed to provide stairs, stepping down from Cannon Street through the proposed retaining walls, to make this space more publically interactive. The stairs should be a minimum width of 50 feet along Canon Street, or a mutually support design alternative that is open and accessible.

3. Should a regional offsite detention basin be created to detain the drainage of the Highway 42 development (including DELO Phase 1/1A and Phase 2), ~~staff requires~~ the applicant shall develop ~~reinstate the plans for~~ Nawatny Greenway as depicted in DELO Phase 2 PUD.

4. The applicant shall comply with the PUD/Plat comments listed in the Public Works memo dated February 5, 2015 prior to recording of the PUD and Plat~~City Council~~.

5. Subdivider shall, at its expense, obtain and convey or cause to be conveyed to the City the full right-of-way for the Cannon Street extension from Short Street to South Street. Such conveyance to the City shall be made prior to recording of the plat and PUD, free and clear of liens and encumbrances, except those acceptable to the City.

6. Subdivider shall, at its expense, obtain and convey or cause to be conveyed to the City all easements over or fee title in the Comcast property for the Nawatny Greenway. Such conveyance to the City shall be made prior to the recording of

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the plat and PUD, free and clear of liens and encumbrances, except those acceptable to the City.

PASSED AND ADOPTED this 17th day of March, 2015.

_____
Robert P. Muckle, Mayor

ATTEST:

_____
Nancy Varra, City Clerk

PUBLIC NOTICE

CITY OF LOUISVILLE

PLANNING COMMISSION
And
CITY COUNCIL

NOTICE IS HEREBY GIVEN PUBLIC HEARINGS WILL BE HELD BEFORE THE CITY OF LOUISVILLE PLANNING COMMISSION AND THE LOUISVILLE CITY COUNCIL TO CONSIDER A REQUEST FOR A FINAL SUBDIVISION PLAT, SPECIAL REVIEW USE (SRU) AND A FINAL PLANNED UNIT DEVELOPMENT (PUD) TO DEVELOP PHASE 2 OF THE 10.76 ACRES WITHIN THE CORE PROJECT AREA OF THE HWY 42 FRAMEWORK PLAN. THE PROJECT INCLUDES A DIVERSITY OF HOUSING PRODUCTS, CIVIC SPACES, URBAN PLAZAS, STRETSCAPES AND COMMERCIAL OPPORTUNITIES.

APPLICATION NAME:	DELO PHASE 2 (RMCS, LLC)
LOCATION:	1025 Short Street, Lots 1 -5, Blocks 9 and 13, DELO Subdivision
CASE NUMBER:	14-039-FS/FP/UR
DATE AND TIME: PLANNING COMMISSION	THURSDAY, FEBRUARY 12TH, 2015 AT 6:30 PM
DATE AND TIME: CITY COUNCIL (TENTATIVE)	TUESDAY, MARCH 17TH, 2015 AT 7:00 PM
PLACE:	CITY COUNCIL CHAMBERS, 2ND FLOOR LOUISVILLE CITY HALL 749 MAIN STREET LOUISVILLE, COLORADO

PERSONS IN ANY MANNER INTERESTED IN THE ABOVE DESCRIBED APPLICATION ARE ENCOURAGED TO ATTEND THE PUBLIC HEARING AND/OR PROVIDE COMMENTS BY WAY OF THE FOLLOWING:

MAIL:	LOUISVILLE PLANNING DIVISION 749 MAIN STREET LOUISVILLE, CO 80027
E-MAIL:	PLANNING@LOUISVILLECO.GOV

PUBLISHED IN THE DAILY CAMERA SUNDAY, JANUARY 25TH, 2015

POSTED IN CITY HALL, PUBLIC LIBRARY, RECREATION CENTER AND THE COURTS AND POLICE BUILDING AND MAILED TO SURROUNDING PROPERTY OWNERS ON MONDAY, JANUARY 26TH, 2015

IF YOU ARE INTERESTED IN ATTENDING THIS HEARING, PLEASE CALL 303.335.4592 PRIOR TO THE MEETING TO CONFIRM THIS APPLICATION WILL BE HEARD AS SCHEDULED OR IF IT HAS BEEN POSTPONED OR CANCELLED.

WWW.LOUISVILLECO.GOV

AFFIDAVIT OF PUBLICATION

CAMERA

State of Colorado
County of Boulder

I, the undersigned agent, do solemnly swear that the CAMERA is a daily newspaper printed, in whole or in part, and published in the City of Boulder, County of Boulder, State of Colorado, and which has general circulation therein and in parts of Boulder and Broomfield counties; that said newspaper has been continuously and uninterruptedly published for a period of more than six months next prior to the first publication of the annexed legal notice of advertisement, that said newspaper has been admitted to the United States mails as second-class matter under the provisions of the Act of March 3, 1879, or any, amendments thereof, and that said newspaper is a daily newspaper duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado; that a copy of each number of said newspaper, in which said notice of advertisement was published, was transmitted by mail or carrier to each of the subscribers of said newspaper, according to the accustomed mode of business in this office.

The annexed legal notice or advertisement was published in the regular and entire edition of said daily newspaper once; and that one publication of said notice was in the issue of said newspaper dated **March 8, 2015**.

Agent

Subscribed and sworn to before me this 10th day of **March, 2015** in the County of Boulder, State of Colorado.

Melissa L Najera
Notary Public

ACCOUNT #: 101121
AD #5641122
FEE: $200.64

MELISSA L NAJERA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20064049936
MY COMMISSION EXPIRES DEC 11, 2018

NOTICE OF PUBLIC HEARING
ORDINANCE No. 1682, SERIES 2015

NOTICE IS HEREBY GIVEN that at a regular meeting of the City Council of the City of Louisville, Colorado, to be held on March 17, 2015 at the hour of 7:00 p.m., at the City Hall, 749 Main Street, in Louisville, Colorado, the City Council will hold a Public Hearing on the final passage and adoption of a proposed Ordinance No. 1682, Series 2015 - AN ORDINANCE APPROVING THE VACATION OF PORTIONS OF THE 50-FOOT WIDE UNIMPROVED EAST LAFAYETTE STREET RIGHT-OF-WAY DEDICATED TO THE CITY BY THE PALT OF INDUSTRIAL AREA SUBDIVISION IN THE CITY OF LOUISVILLE.

Published in the Daily Camera on March 8, 2015 - 5641122 with full Ordinance.

ORDINANCE NO. 1682
SERIES 2015

AN ORDINANCE APPROVING THE VACATION OF PORTIONS OF THE 50-FOOT WIDE UNIMPROVED EAST LAFAYETTE STREET RIGHT-OF-WAY DEDICATED TO THE CITY BY THE PLAT OF INDUSTRIAL AREA SUBDIVISION IN THE CITY OF LOUISVILLE.

WHEREAS, by the plat of Industrial Area Subdivision, recorded January 22, 1960, in Plat Book 7, at Page 58, Boulder County Records, there was dedicated to the City a 50-foot wide right-of-way for East Lafayette Street extending diagonally from North Front Street to Short Street for an approximate distance of 833.34 feet; and

WHEREAS, proper application has been made to the City for vacation of two portions of the East Lafayette Street right-of-way of approximately 0.10 acres and 0.44 acres, as depicted on Exhibit A; and

WHEREAS, the City Council has determined that the two portions of East Lafayette Street right-of-way for which vacation has been requested are not and have not been used or required as a roadway or thoroughfare for the public; and

WHEREAS, the City Council has determined that the two portions of East Lafayette Street right-of-way for which vacation is requested are not and will not be needed for any public purposes other than for the installation, operation, maintenance, repair, upgrading and replacement of existing and future public utilities; and

WHEREAS, the City Council has determined that the two portions of East Lafayette Street right-of-way for which vacation is requested are not being used or held for park purposes or for any other governmental purposes; and

WHEREAS, the City Council desires to approve the application and vacate the City's interests in the portions of East Lafayette Street right-of-way described herein for which vacation is requested, subject to the provisions of this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LOUISVILLE, COLORADO:

Section 1. Subject to the provisions of Section 2 hereof, the City hereby vacates those two portions of East Lafayette Street right-of-way, which are further described and depicted on Exhibit A, attached hereto and which portions, being approximately 0.10 acres and 0.44 acres are hereafter referred to as the "Street Right-of-Way". Title to the portions of the vacated Street Right-of-Way shall vest in the manner provided by law.

Section 2. Expressly reserved from the vacation set forth in Section 1 above are any dry utility easements, City of Louisville exclusive utility easements, drainage and utility easements, and other easements dedicated by the final subdivision plat of the DELO Subdivision -Replat No. 1, which easements are not affected by this Ordinance and shall remain in place for existing and future public utilities purposes as set forth in said final subdivision plat, as in effect and amended from time to time. Further, easements for existing public utilities, if any, shall not be altered or amended by virtue of this Ordinance.

Section 3. The Mayor and City Manager, or either of them, is authorized to execute such additional documents as may be necessary to evidence the vacation of the Street Right-of-Way herein vacated, including execution of quit claim deeds. All actions heretofore taken in furtherance of the vacation of the Street Right-of-Way are hereby ratified and confirmed.

Section 4. All other ordinances or portions thereof inconsistent or in conflict with this ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

INTRODUCED, READ, PASSED ON FIRST READING, AND ORDERED PUBLISHED this 3rd day of March, 2015.

Robert P. Muckle, Mayor

ATTEST:

Nancy Varra, City Clerk

APPROVED AS TO FORM:

Light Kelly, P.C.
City Attorney

PASSED AND ADOPTED ON SECOND AND FINAL READING, this ____ day of _____, 2015.

Robert P. Muckle, Mayor

ATTEST:

Nancy Varra, City Clerk

Ordinance 1682
published 3/8/2015
pg 10E